

DEPARTMENT OF PLANNING AND PERMITTING
CITY AND COUNTY OF HONOLULU

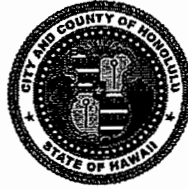
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'23JAN31 AM 10:00 CITY CLERK

RICK BLANGIARDI
MAYOR



DAWN TAKEUCHI APUNA
DIRECTOR DESIGNATE

JIRO A. SUMADA
DEPUTY DIRECTOR

January 27, 2023

2022/GEN-12 (MAK)

The Honorable Tommy Waters
Chair and Presiding Officer
and Members
Honolulu City Council
530 South King Street, Room 202
Honolulu, Hawaii 96813

Dear Chair Waters and Councilmembers:

SUBJECT: Supplemental Plans and Specifications for
Departmental Communication D-0043(23)
Project: Fort Street Mall Affordable Senior Rental Housing
Landowner: Roman Catholic Church in the State of Hawaii
Applicant: Catholic Charities Housing Development Corporation
Agent: R.M. Towill Corporation (Isaiah Sato)
Location: 1155 and 1159 Fort Street Mall – Honolulu
Tax Map Keys: 2-1-010: 033 and 034

We respectfully submit the attached Application, dated August 2022, which the Department of Planning and Permitting reviewed as the Plans and Specifications pursuant to Chapter 201H, Hawaii Revised Statutes. This communication and attachment were requested by the Office of Council Services to assist you in your review of the Report and Recommendation received by the City Clerk on January 20, 2023, as Departmental Communication D-0043(23).

The Honorable Tommy Waters
Chair and Presiding Officer
And Members
January 27, 2023
Page 2

Should you have any questions, please contact me at (808) 768-8000.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Dawn', with a stylized flourish extending to the right.

Dawn Takeuchi Apuna
Director Designate

Enclosure: Plans and Specifications

APPROVED:

A handwritten signature in black ink, appearing to read 'Michael', with a long horizontal line extending to the right.

Michael D. Formby
Managing Director



October 04, 2022

Ms. Dawn Takeuchi-Apuna, Acting Director
Department of Planning and Permitting
650 South King Street, 7th Floor
Honolulu, Hawaii 96813

Attention: Mr. Michael Kat

Dear Ms. Takeuchi-Apuna:

**HRS, Chapter 201H Program Application
Fort Street Mall Affordable Senior Rental Housing
1155 and 1159 Fort Street Mall, Honolulu, Hawaii, 96813
(1) 2-1-010: 033 & 034**

On behalf of the Applicant, Catholic Charities Housing Development Corporation (CCHDC), we are submitting the revised Chapter 201H Program Application for the Fort Street Mall Affordable Senior Rental Housing Development for your review. As noted in the Acceptance Notice dated September 20, 2022, DPP has requested additional information to achieve a better understanding of the proposal. Below is a copy of the information requested and our response.

- 1. Confirmation of the sewer capacity for the proposed project. The Sewer Connection Application (SCA No. 2022/SCA-0455) used in the analysis was for 52 rather than 67 dwelling units and 10,000 rather than 17,000 square feet of commercial space. We understand that the Applicant's has submitted a new SCA (No. 2022/SCA-1122) request. The results of this SCA will need to be incorporated into the Applicant's written narrative as appropriate. For example, the dollar value of the residential wastewater system charges may need to be updated.*

Response: An updated SCA was submitted to the City on August 24, 2022 to address the revised unit count and uses. The City provided follow up questions via email on August 29. The Applicant is continuing to work with the City to obtain an approved SCA.

- 2. A set of fully dimensioned drawings and plans drawn to scale so that the floor area, building area, required yard, and height setback measurements can all be verified. The project is seeking exemptions from these development standards so the plans must be detailed enough to capture the extent of the flexibility being sought.*

Response: Updated plans are provided in Appendix 6: Conceptual Plans and Renderings.

3. *A fully dimensioned drawing or plan drawn to scale that shows the vehicular residential loading and maneuvering space proposed for the project. The project is seeking an exemption to allow residential loading on Fort Street Mall. Our Traffic Review Branch requires plans that delineate the vehicular access and maneuvering on and off site. The plans should also delineate the existing service lane in order to demonstrate vehicular access and maneuvering.*

Response: The Applicant's team is working with DPP, Traffic Review Branch (TRB) to confirm the scope of vehicular access and maneuvering. We may need to perform additional survey to Fort Street Mall and the service lane to meet TRB's needs. We will provide DPP status updates as we continue to prepare the required information.

4. *Information on which alternatives to residential loading activities on Fort Street Mall have been considered and why those alternatives were rejected. In particular, we question why two separate loading areas are proposed for large vehicles with different purposes. Additional information relating to the limitations of vehicle traffic on Fort Street Mall should be provided along with ways the building management will oversee loading activities. For example, the discussion should address when residents will be allowed to use the residential loading, whether there are times/uses that will not be permitted, and how frequent loading activities will be.*

Response: Additional information and discussion is provided in Section 4.6. Parking and Loading.

5. *Updated estimates for each requested fee waiver after reviewing Resolution 20-262, FDI, which details the City Council's policies regarding fee waivers. Fee waivers for any units that are not affordable, including any manager units that are not income restricted, and fee waivers for commercial uses, are typically not supported by the City Council, per the Resolution.*

Response: The estimates in Section 5: Requested Exemptions and Deferrals have been updated.

6. *A detailed discussion of the current and final configuration of the zoning lots for the Project. If a Joint Development is being considered, you may seek a waiver from the Conditional Use Permit requirement. If a consolidation through subdivision action is being considered, you may seek a waiver from the subdivision fee.*

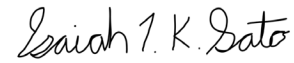
Response: The Landowner, Roman Catholic Church in the State of Hawai'i, has not decided on whether to pursue a joint development or consolidation action. Key decision makers are out of office and will not return until mid-October. We anticipate having a decision by the end of the month and will provide a detailed discussion at that time.

Ms Takeuchi-Apuna
October 04, 2022
Page 3 of 3

We have enclosed one hard copy of the revised narrative and conceptual plans. An electronic copy of the application will be emailed to michael.kat@honolulu.gov. Additional copies of the application are available upon request.

Should you have questions, please do not hesitate to call me at (808) 748-7431 or email me at isaiahs@rmtowill.com.

Very truly yours,


Isaiah T. K. Sato

Enclosures



Fort Street Mall Affordable Senior Rental Housing

Chapter 201H Program Application

October 2022

Applicant:
Catholic Charities Housing Development Corporation
Clarence T.C. Ching Campus
1822 Ke'eaumoku Street
Honolulu, Hawai'i 96822

**Application for Affordable Housing Exemptions pursuant to
Chapter 201H, Hawai'i Revised Statutes**

Fort Street Mall Affordable Senior Rental Housing

1155 and 1159 Fort Street Mall, Honolulu, Hawai'i, 96813

Tax Map Key: (1) 2-1-010: 033 & 034

Date: October 2022

Applicant:

Catholic Charities Housing Development Corporation
Clarence T.C. Ching Campus
1822 Ke'eaumoku Street
Honolulu, Hawai'i 96822

Reviewing Agency:

Department of Planning and Permitting
City and County of Honolulu
650 South King Street, 7th Floor
Honolulu, Hawai'i 96813

Prepared By:

R.M. Towill Corporation
2024 North King Street, Suite 200
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SECTION 1: INTRODUCTION

The Applicant, Catholic Charities Housing Development Corporation (CCHDC), proposes to develop a mixed-use development with 66 affordable senior rental units, 1 resident manager's unit and approximately 17,000 square-feet of program and administrative space.

The conceptual design includes a 17-story building with 13 levels of residential, 1 level of amenities/residential, and 3 levels of program and administrative uses. The project's affordable units will be reserved for seniors at 60% Area Median Income (AMI) and below. A portion of the units will be further restricted to 30% AMI and below. The affordable residential units will remain affordable for a minimum term of 61 years. The program and administrative spaces are anticipated to be utilized by the owner for church related activities and offices.

The Project will be developed on a 6,900 square-foot area located at 1155 and 1159 Fort Street Mall, Tax Map Key (1) 2-1-010: 033 & 034. There is an existing vacant 2-story building on the site that was previously utilized for commercial, social, and office uses. The Applicant proposes to demolish the existing building for the construction of the new tower.

HRS, Section 201H-38 *Housing development; exemption from statutes, ordinances, charter provision, and rules* allows eligible 201H projects to seek exemptions from all statutes, ordinances, and rules of any governmental agency relating to planning, zoning, and construction standards that do not negatively affect the health and safety of the general public in exchange for providing affordable housing.

This 201H application was prepared in accordance with the City and County of Honolulu, Department of Planning and Permitting's "201H Program Application Instructions" dated December 6, 2019.

SECTION 2: GENERAL INFORMATION

Table 1. Development Team

Applicant:	Catholic Charities Housing Development Corporation Clarence T.C. Ching Campus 1822 Ke‘eaumoku Street Honolulu, Hawai‘i 96822
Landowner:	Roman Catholic Church in the State of Hawai‘i 1184 Bishop Street Honolulu, Hawai‘i 96813
Development Partner:	Avalon Group 800 Bethel Street, Suite 501 Honolulu, Hawai‘i 96813
Entitlement Consultant:	R.M. Towill Corporation 2024 North King Street, Suite 200 Honolulu, Hawai‘i 96819-3494
Architect:	Design Partners Incorporated 1580 Makaloa Street, Suite 1100 Honolulu, Hawai‘i 96814
Civil Engineer:	Dempsey Pacific Inc. P.O. Box 10384 Honolulu, HI 96816
Traffic Engineer:	Austin, Tsutsumi & Associates, Inc. 501 Sumner Street, Suite 521 Honolulu, Hawai‘i 96817
Historic Architect:	Mason 119 Merchant Street, Suite 501 Honolulu, Hawai‘i 96813
Archaeological Consultant	Keala Pono PO Box 1645 Kaneohe, Hawai‘i 96744

Table 2. Site Information Summary

Address:	1155 and 1159 Fort Street Mall, Honolulu, Hawai'i, 96813 (See Figure 4: Location Map)
Tax Map Key:	(1) 2-1-010: 033 & 034 (See Figure 5: Tax Map Key)
Lot Area:	Lot 33- 2,400 square-feet (0.0551 acre) Lot 34 - 4,500 square-feet (0.1033 acre)
Landowner:	Roman Catholic Church in the State of Hawai'i
State Land Use Classification:	Urban (See Figure 20: State Land Use)
City and County Zoning:	BMX-4 (See Figure 24: City and County of Honolulu Zoning)
Development Plan:	Primary Urban Center
Development Plan Land Use Map:	District Commercial (See Figure 21: Primary Urban Center Development Plan Land Use Map)
Public Infrastructure Map:	See Figure 22: Public Infrastructure Map
Supplemental Public Infrastructure Map:	See Figure 23: Supplemental Public Infrastructure Map
Special District:	Not within a Special District
Special Management Area:	Not within the Special Management Area
Neighborhood TOD Plan	Downtown Neighborhood TOD
Neighborhood TOD Plan Land Use Map:	Downtown Mixed Use (See Figure 26: Downtown TOD Plan Land Use Map)

FEMA Flood Zone Designation:	X (See Figure 14: Flood Zone Map)
Tsunami Evacuation Zone:	Safe Zone (See Figure 15: Tsunami Evacuation Zone Map)
Sea Level Rise:	Not within the 3.2 feet PacIOOS SLR-XA or the 6 feet NOAA sea level rise viewer (See Figure 16: Sea Level Rise)
Existing Use:	Existing vacant 2-story building that was previously used for commercial, social, and office uses.
Surrounding Uses:	Multi-family residential, commercial, retail

Table 3. Proposed Project Summary

Project Name	Fort Street Mall Affordable Senior Rental Housing
Environmental Assessment Determination	Exempt under Hawai'i Administrative Rules Section 11-200.1
Building Area:	6,900 square-feet
Floor Area:	69,000 square-feet
Density (FAR):	10.0
Height:	173 feet (191 feet including 18 feet of elevator overruns)
Height Setbacks:	Encroaches into height setback.
Multi-Family Dwellings:	59 units at 60% AMI or below 7 units at 30% AMI or below <u>1 resident manager's unit</u> 67 total units
Program and Administrative Uses:	Approximately 17,000 square-feet
Bicycle Parking:	None
Vehicle Parking:	None
Vehicle Loading:	Service Lane, Fort Street Mall, General Public Loading

SECTION 3: BACKGROUND

3.1. PROJECT SITE AND SURROUNDING USES

The Project will be developed on a 6,900 square-foot parcel located at 1155 and 1159 Fort Street Mall, Tax Map Key (1) 2-1-010: 033 & 034. There is an existing vacant 2-story building on the site that was previously utilized for commercial and office uses.

The Project site is bounded by Fort Street Mall to the north, the Roman Catholic Church to the east, the Finance Factors Ltd. building to the south and the Standard Sales Co. building to the west.

Fort Street Mall is a pedestrian mall and walkway with various commercial retail businesses on each side. The portion of the mall adjacent to the Project Site is approximately 1,200 feet in length and is delineated by two roadways; South Beretania Street (mauka of the Project Site) and South King Street (makai of the Project Site).

To the south and west of the Project Site are the Finance Factors building and the courthouse building. They offer space to the bankruptcy court, commercial office, and retail tenants. There is an existing service lane on the east side of the Project Site that is accessed from Bishop Street.

Figure 1: Existing Building



3.2. LAND USE PERMITS DIVISION MASTER APPLICATION FORM

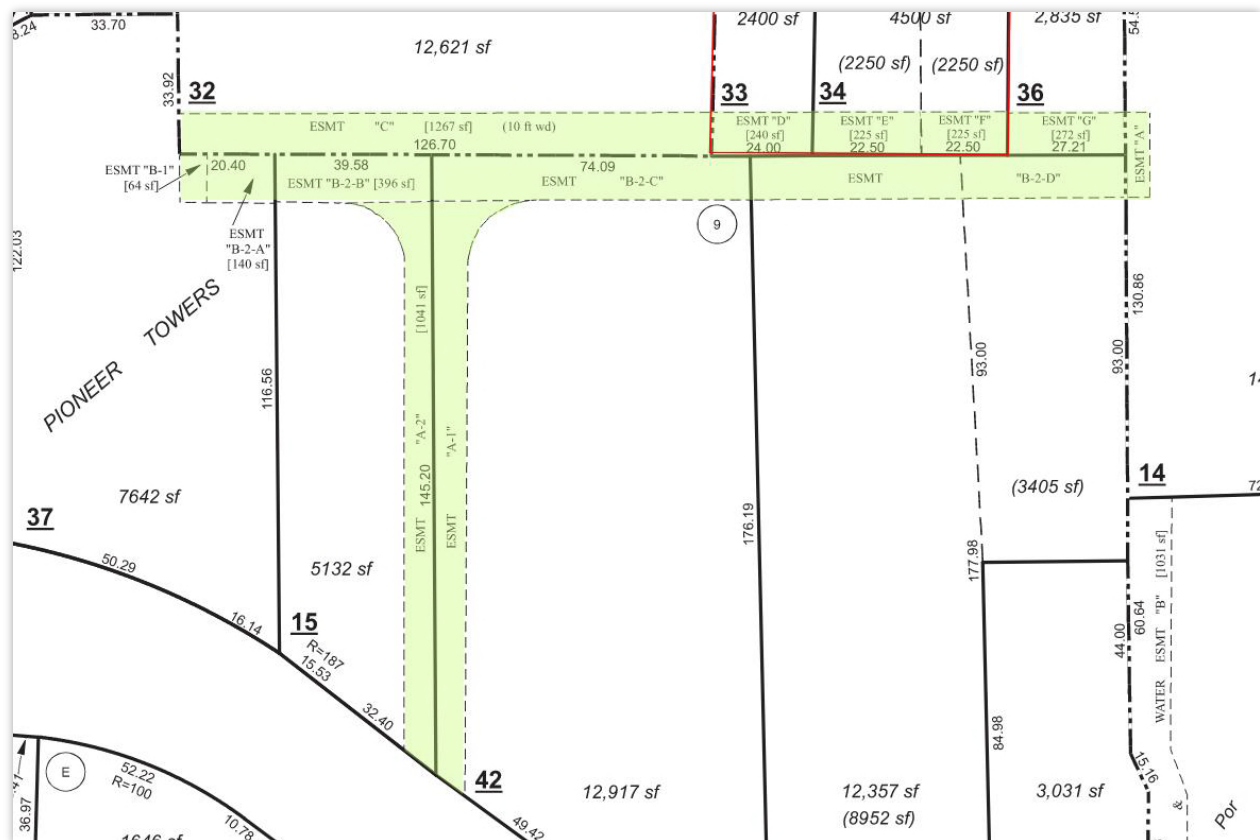
A completed LUPD Master Application form is provided in **Appendix 1: Land Use Permit Division Master Application**.

3.3. LAND OWNERSHIP AND EASEMENTS

The two lots that the Project is located on, T.M.K. (1) 2-1-010: 033 & 034, are owned by the Roman Catholic Church in the State of Hawai'i. (See **Appendix 2: Site Deeds**)

The service lane is comprised of multiple access easements as highlighted in the figure below. As shown in the site deeds, the Applicant maintains the ability to utilize the service lane for access.

Figure 2: Access Easements



3.3.1. Environmental Assessment Determination

The Applicant submitted a request for determination on an exemption from HRS, Chapter 343, "Environmental Impact Statement (EIS) Laws", review requirements for the subject project under HAR, Chapter 11-200.1, "EIS Rules" to DPP on June 27, 2022. The Applicant requested confirmation that the proposed affordable housing development is exempt from these environmental review requirements. See **Appendix 3A Request for Determination – Chapter 343 Requirements**.

The revised rules for the state EIS process, which took effect on August 9, 2019, adopt HAR, Chapter 11-200.1. Chapter 11-200.1, Section 15, “General types of actions eligible for exemption”, states the following:

(c) The following general types of actions are eligible for exemption:

(10) New construction of affordable housing, where affordable housing is defined by the controlling law applicable for the state or county proposing agency or approving agency, that meets the following:

(A) Has the use of state or county lands or funds or is within Waikiki as the sole triggers for compliance with chapter 343, HRS;

(B) As proposed conforms with the existing state urban land use classification;

(C) As proposed is consistent with the existing county zoning classification that allows housing; and

(D) As proposed does not require variances for shoreline setbacks or siting in an environmentally sensitive area, as stated in section 11-200.1-13(b)(11).”

The Project meets the standards for an exempt type of action as described below.

- (A) The use of state financing, including Rental Housing Revolving Fund (RHRF), Hula Mae Multi-Family Program (HMMF) funds, and Low-income Housing Tax Credits (LIHTC), would be the sole trigger for the Project’s compliance with HRS, Chapter 343.
- (B) The project site is located on land classified as “Urban” by the State.
- (C) The project site is zoned “BMX-4 Central Business Mixed Use District” by the City. BMX-4 District allows housing and multi-family dwellings as a permitted use. The proposed construction of 65 multi-family dwelling units is consistent with these designations.
- (D) The Project would not require variances for shoreline setbacks, nor is it sited in an environmentally sensitive area. Given the new rules, we believe that the subject project would be exempt from HRS, Chapter 343 requirements.

DPP concurred that the Project meets necessary criteria to be exempted from Chapter 343, HRS on July 11, 2022. See **Appendix 3B Concurrence of Determination – Chapter 343 Requirements**.

3.4. DETERMINATION OF ELIGIBILITY

The Applicant submitted a request for Determination of Eligibility under the City’s 201H Housing Program Administrative Rules for the subject project to DPP on July 28, 2022. See **Appendix 4A Determination of Eligibility**.

DPP determined that the Project was eligible for processing pursuant to the City’s 201H Housing Program Administrative Rules on August 4, 2022. See **Appendix 4B Notice of Eligibility**.

Figure 3: Vicinity Map

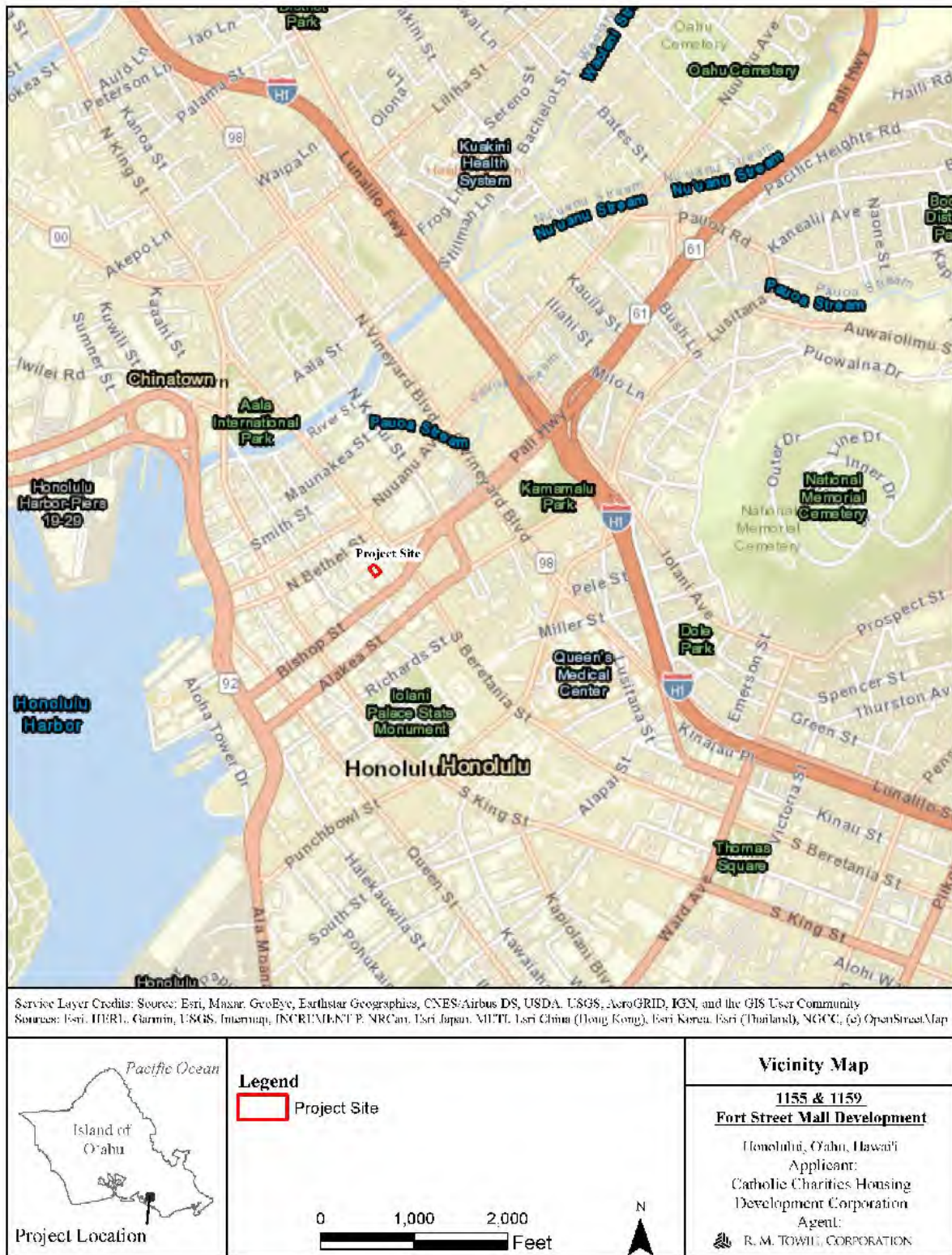


Figure 4: Location Map

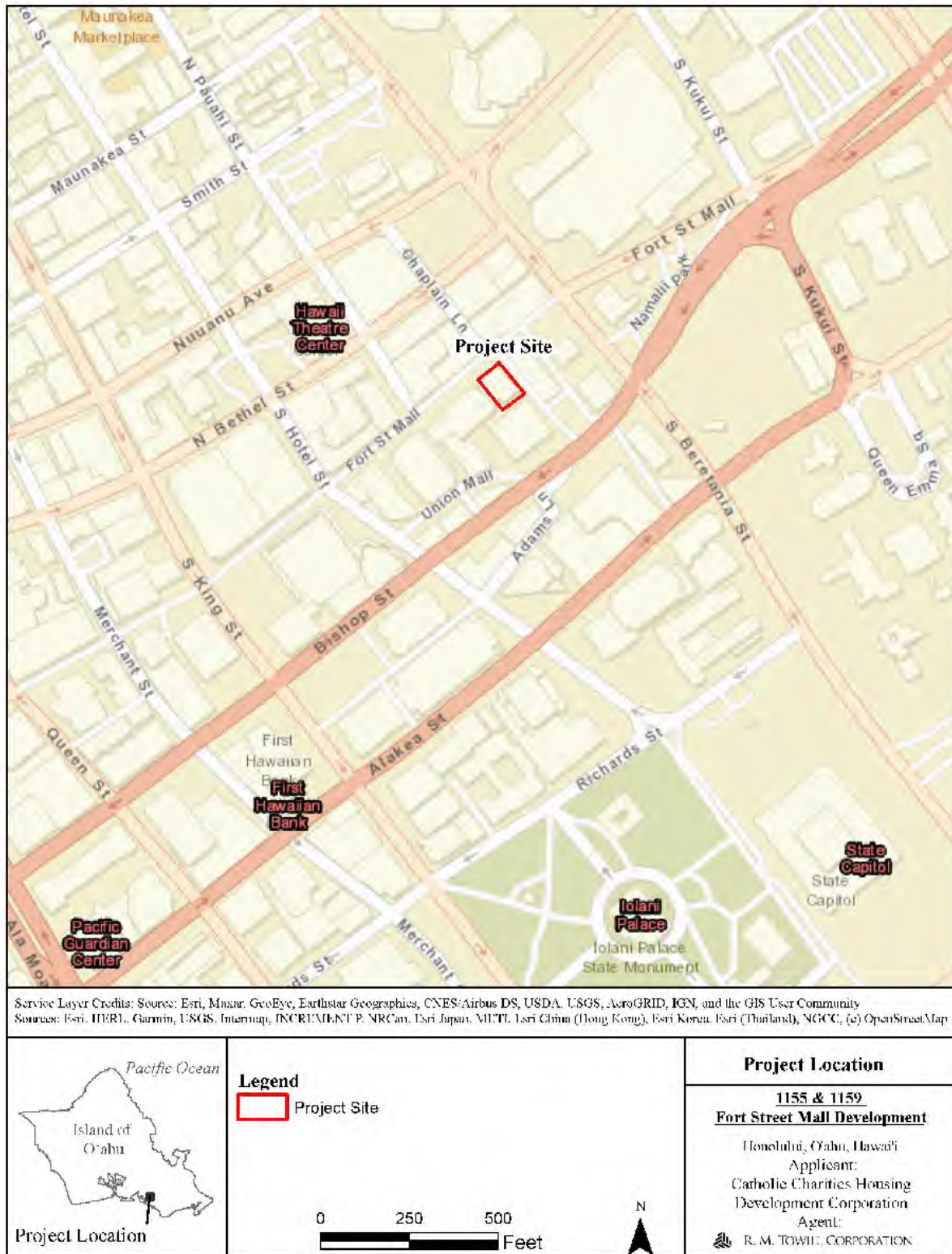
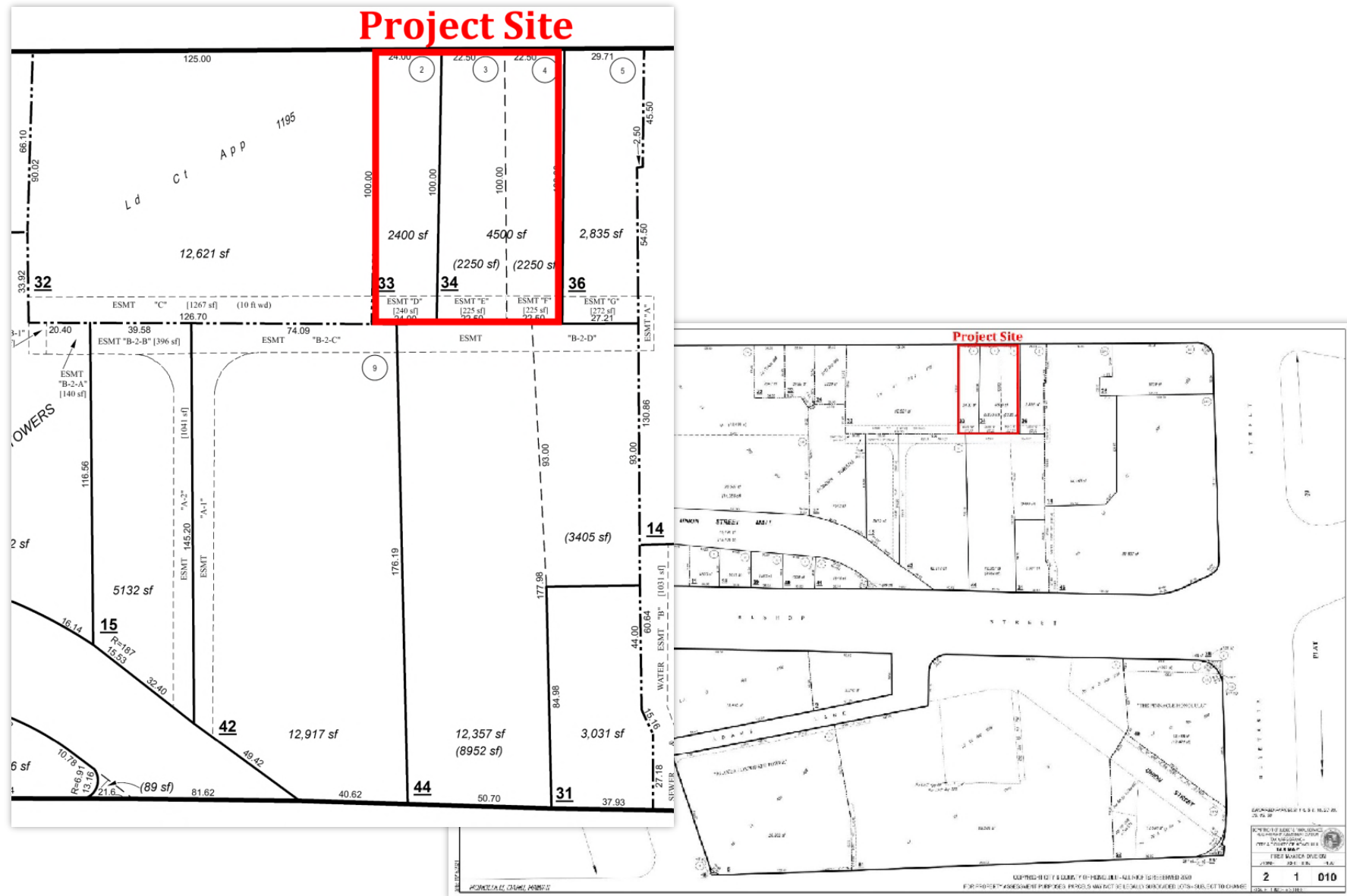


Figure 5: Tax Map Key



SECTION 4: PROPOSED PROJECT

The Applicant proposes to develop a 17-story affordable senior rental housing building with 67 residential units and approximately 17,000 square-feet of program and administrative spaces. The program and administrative spaces are currently intended to be utilized by the Roman Catholic Church in the State of Hawaii in perpetuity.

4.1. PROGRAM

Level 1:	Lobby, Program and Administrative Uses, Manager's Office, Mail, Parcel and Storage Room, and Back of House
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Levels 2 and 3: (each floor)	Program and Administrative Uses, Copy Room, Mail, and Storage
---------------------------------	---

Level 4:	Multipurpose Room, Recreation Deck, Laundry Room, Office, Resident Manager's Unit, and One Affordable Rental Unit
----------	---

Level 5 through 17: (each floor)	Five Affordable Rental Units
-------------------------------------	------------------------------

4.2. AMENITIES

The Applicant will provide an on-site multipurpose room and recreation deck on the fourth floor of the building.

4.3. TENANT RELOCATION

The existing 2-story building is vacant.

4.4. TARGET AFFORDABILITY

The Project will provide 66 low-income rental units for senior citizens and 1 resident manager's unit. There will be 59 units available for senior citizens earning up to 60% AMI and 7 units available for senior citizens earning up to 30% AMI. A breakdown of the number of units per AMI restriction is shown in **Table 4**. The affordable units will remain affordable for a term of 61 years.

Table 4. Target Affordability

Unit	Number of Units	Percent of Total Units
Affordable Units	66	98.5%
30% Of AMI	7	10.5%
60% Of AMI	59	88.0%
Resident Manager Unit	1	1.5%
Total Units	67	

*AMI = Area Median Income per current HUD standards

4.5. NUMBER OF UNITS AND SIZE

The Project will provide 66 one-bedroom rental units for senior citizens and 1 two-bedroom manager's unit. The average size for the one-bedroom rental units will be approximately 415 square-feet. The size of the two-bedroom manager's unit will be approximately 715 square-feet. A summary of the units and size are shown in the table below.

Table 5. Number of Units and Size

Type	No. Of Units	% of Total	Approx. Ave. Size (Sq. Ft.)
One-bedroom	66	98.5%	440
Two-bedroom (Res. Mgr. Unit)	1	1.5%	715
Total	67	100%	

4.6. PARKING AND LOADING

4.6.1. Bicycle Parking

16 short term bicycle stalls and 35 long term bicycle stalls are required in accordance with the Land Use Ordinance (LUO). The Applicant is requesting an exemption from the required bicycle stalls.

Table 6. Number of Bicycle Stalls- LUO Required

Use	Requirement	Project Proposed	Required Bicycle Stalls	
Commercial Uses	Short-term: 1 per 2,000 sf	17,000 sf	9	short-term
	Long-term: 1 per 12,000 sf		1	long-term
Residential Uses	Short-term: 1 for every 10 units	67 units	7	short-term
	Long-term: 1 for every 2 units		34	long-term
Total			16	short-term
			35	long-term

The Project's residents will have the opportunity to utilize bicycles through the 4 bikeshare stations within 600-feet of the project site. The stations are located at 1) the Nu'uauu Ave. and N. Pauahi Street intersection, 2) the Fort Street Mall and S. Hotel Street intersection, 3) the Fort St. and S. Beretania St. intersection fronting Kukui Plaza, and 4) Bishop Street fronting the Finance Factors building.

The Project's residents will also have the opportunity to utilize existing off-site short-term bicycle, moped, and motorcycle stalls within the vicinity of the Project Site. Directly across Fort Street Mall there are multiple stalls available along Chaplain Lane as shown in **Figure 6: Chaplain Lane**.

Figure 6: Chaplain Lane



4.6.2. Vehicle Parking

In accordance with the LUO, off-street parking is not required in the Primary Urban Center Development Plan area, except for those areas thereof located in the residential, agricultural, and preservation zoning districts. Since the project is within the Primary Urban Center Development Plan area and within the zoning districts BMX-4, parking is not required for the proposed development. The Applicant will not be providing vehicular parking on-site.

4.6.3. Loading Stalls

1 loading stall is required in accordance with the LUO. The Applicant is requesting an exemption from the required loading stalls. The Applicant will not be providing vehicular loading stalls on-site. The LUO required stalls are shown in the table below.

Table 7. Number of Loading Stalls- LUO Required

Use or Use Category	Requirement	Project Proposed	Required Off-street Loading Stalls
C. Offices of Office Buildings	Less than 20,000 sf	17,000 sf	0
D. Multifamily dwellings (units)	20-150 units	67 units	1
Total			1

4.6.4. Site Access

The residential entrance to the lobby area will be off Fort Street Mall on the northwestern side of the building. The ground floor program and administrative uses will have access from Fort Street Mall and the pedestrian path sides of the building. Back of house operations will be accessed from the service lane and the pedestrian path between the Project and the existing church. The Project will not be providing vehicle stalls on-site and will be requesting an exemption from the required bicycle and loading stalls.

Service Loading: Deliveries, Mall Maintenance

Location: Fort Street Mall

The Project may use the Fort Street Mall for deliveries or for cleaning or maintaining the mall during the period from 2pm to 10am the following day in accordance with ROH, 15-25.1(b)(2)(E).

ROH Section 15-25.1(b)(2)(E) states the following.

(E) It is lawful during the period from two p.m. to 10 a.m. of the following day, and all day on Sundays, to operate or propel a vehicle upon the mall for the purpose of delivering property to or receiving the same from a store, shop, office or other establishment in or upon any premises abutting on the mall or for the purpose of cleaning or maintaining the mall, except for that portion of the mall between Merchant Street and Queen Street, where it is lawful to operate or propel a vehicle at anytime only for purposes of cleaning or maintaining the mall, providing emergency services or exiting and entering the C. Brewer driveway. A vehicle for cleaning or maintaining the mall may be lawfully operated on the mall pursuant to this paragraph only if it is an "authorized maintenance vehicle."

The Applicant intends to continue to utilize Fort Street Mall for these specific allowable loading activities.

Service Loading: General

Location: Service Lane

The Project will use the existing service lane on the southeastern edge of the Project site for all other service loading activities including trash pickup, electrical rooms, generator, and maintenance. The service lane is accessed via Bishop Street between the 1132 Bishop basement garage and the Finance Factors building. The service lane is approximately 20 feet wide and is currently utilized by neighboring parcels for service loading activities. As the service lane is a dead-end roadway that ends at the Catholic Church, existing users turn around by executing a 3-point turn. The Project's loading activities would follow a similar pattern.

Passenger Loading: General

Location: Fort Street Mall

The Project is seeking an exemption to the Revised Ordinances of Honolulu (ROH) Chapter 15 Traffic Code, Article 25 Pedestrian Malls to allow passenger loading activities on Fort Street Mall.

The exemption would allow passenger loading/unloading of Fort Street Mall, similar to the existing allowances for the Blaisdell Hotel and Catholic Church (ROH, 15-25.1(b)(2) A, C, and G).

ROH Section 15-25.1(b)(2) states the following.

- (A) *Passenger vehicles may be operated on the mall between Beretania and Pauahi Streets at all times for the purpose of loading and unloading passengers for Blaisdell Hotel and the Catholic church; and in addition thereto vehicles may, under police control, park in the area designated for parking during weddings or funeral services and other special events held at the Catholic church.*
- (C) *Passenger vehicles loading or unloading passengers at Blaisdell Hotel and the Catholic church shall load or unload passengers only within the area designated for such purposes for the respective establishments.*
- (G) *Passenger vehicles loading or unloading passengers at Blaisdell Hotel and the Catholic church may park for such purpose for a period not exceeding three minutes; and vehicles loading or unloading freight under the provision of subsection (b)(2)(E) may park for a period not exceeding 30 minutes.*

The Applicant requests vehicle allowance on Fort Street Mall similar to the Blaisdell Hotel and Catholic Church. Vehicles shall enter the mall via Chaplain Lane and exit via Pauahi Street, loading at designated areas under limited time periods. Building management will incorporate these rules into tenant agreements, actively manage with appointed onsite manager, and eventually add signage if and where necessary.

The *Traffic Assessment* prepared by Austin Tsutsumi & Associates in August of 2022 identifies that the Project is anticipated to conservatively generate 6(9) vehicle trips during the AM(PM) peak hours of traffic. Thus, it is anticipated that there will be a maximum of 9 passenger loading activities along Fort Street Mall per hour.

Passenger Loading: Tenant Move-in and Move-Out

Location: Service Lane

Tenant move-in and move-out will take place within the service lane. The Applicant will coordinate the move-in and move-out with service lane loading operations. A secondary entrance is provided on the ground floor to enable access for tenants on the service lane side of the building.

At the adjacent Catholic church, ROH Section 15-25.1(b)(2) allows for passenger vehicles loading or unloading passengers for a period not exceeding three minutes within Fort Street Mall. Tenant-move-in and move-out is anticipated to exceed the maximum three-minute allowance; thus, the Applicant is proposing move-in/move-out operations to take place within the service lane. Building management will incorporate move-in/move-out rules into tenant agreements and actively manage with an appointed onsite manager.

Table 8. Loading Matrix

Use	Fort Street Mall	Service Lane
Service Loading	Deliveries, Mall Maintenance	General
Passenger Loading	General	Tenant Move-in/Move-out

Public Loading

Location: Surrounding public streets

There are a various loading zones designated for general public loading in the Project vicinity along Bethel Street, Pauahi Street, S. Beretania Street, and Bishop Street (see **Figure 7: Site Loading**). Along S. Beretania Street and Pauahi Street, signs designate loading zones for 24 hours daily. Signs along Bethel Street reserve loading zones between 7:00 AM to 3:30 PM on weekdays and 7:00 AM to 4:00 PM on Saturdays. Bishop Street also has time restricted loading zones with ranges similar to Bethel Street.

4.6.5. Parking Management

The Project will not be providing vehicle stalls and is requesting an exemption from the required bicycle and loading stalls on-site. The Applicant's property manager will be providing resources to tenants who are interested in utilizing the surrounding bicycle or vehicular off-site facilities. Resources will include a map, a list of nearby bike sharing stations, a list of parking garages, daily and monthly rates, contact information, and any other relevant information.

Figure 7: Site Loading



Figure 8: Service Lane Access



Figure 9: Photo Key

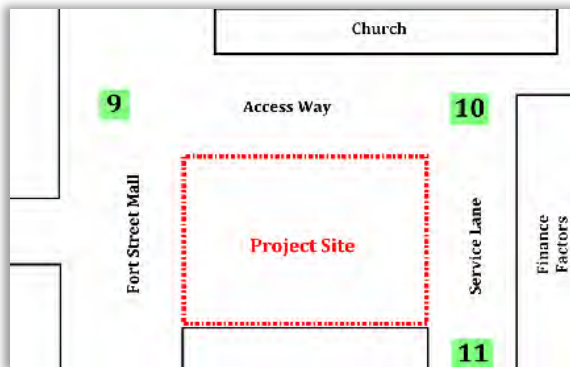


Figure 10: Fort Street Mall



Figure 11: Pedestrian Access



Figure 12: Service Lane



4.7. STATUS OF OTHER PERMITS/APPROVALS REQUIRED

The development will require the following governmental permits or approvals:

City: Building Permits; Special Assignment Inspections; Stormwater Quality Review and Erosion Control and Sediment Plan Review; Trenching Permit; Storm Drain Connection Permit; Construction Plan Approval; Certificate of Occupancy, and a Conditional Use Permit – Minor for Joint Development or Consolidation through Subdivision.

State: NPDES Permit; and Community Noise Permit.

City Council: 201H Approval by Resolution.

The sewer connection application is discussed in **Section 6.1.2 Wastewater**. The remainder of the permits will be applied for after approval of the 201H application by the City Council.

4.8. LAND USE COMMISSION APPLICATION

A Land Use Commission application is not applicable for the Project. The Project Site is located within the Urban State Land Use District.

SECTION 5: REQUESTED EXEMPTIONS AND DEFERRALS

The exemption requests which follow are necessary to achieve and maintain the financial feasibility of the Project. The primary objective is to reduce the per-square-foot cost of development to achieve this financial feasibility. If this is achieved, the Project will be able to maximize the number of quality affordable units.

See **Table 9** below for a summary of requested exemptions and deferrals pursuant to HRS, Chapter 201H.

Table 9. Requested Exemptions and Deferrals

Development Standard or Requirement	Relevant Section	Requested Exemption	Estimated Value	Applicable Agency
Land Use Ordinance				
Density (FAR)	ROH Section 21-3.120-2	Exemption to allow a maximum density of 10.0.	N/A	DPP
Bicycle Stalls	ROH Section 21-6.40	Exemption from required bicycle stalls.	N/A	DPP
Additional explanation:	The inclusion of on-site long-term bicycle stalls would require a substantial amount of area on a limited project site. In order to optimize the project area, the Project will be seeking an exemption to the required bicycle stalls. The Project's residents will have the opportunity to utilize bicycles through the 4 bikeshare stations within 600-feet of the project site. The stations are located at 1) the Nu'uuanu Ave. and N. Pauahi Street intersection, 2) the Fort Street Mall and S. Hotel Street intersection, 3) the Fort St. and S. Beretania St. intersection fronting Kukui Plaza, and 4) Bishop Street fronting the Finance Factors building.			
Loading Stalls	ROH Section 21-6.110	Exemption from required loading stalls.	N/A	DPP
Additional explanation:	The Project is requesting exemption from on-site loading stalls to allow for the maximum building area on the limited sized lot. Proposed off-site passenger and service loading are discussed in Section 4.6.4 and 6.1.4 .			
Setbacks (Front Yard, Height)	ROH Section 21-3.120-2	Exemption to allow encroachment into the 5-foot front yard and height setbacks.	N/A	DPP

Development Standard or Requirement	Relevant Section	Requested Exemption	Estimated Value	Applicable Agency
Housing Code				
Lighting and Ventilation	ROH Section 27-4.4	Exemption to allow an enclosed bedroom without natural light and ventilation.	N/A	DPP
Additional explanation:	The Applicant is proposing to provide 1-bedroom units for the senior residents. The enclosed bedroom would allow privacy for tenants, a separation of space from kitchen activities/odors and thus increase quality of daily life. ROH Section 27-4.4 <i>Light-Ventilation</i> regulates the natural light and ventilation in developments. This is typically met through the installation of operable windows in bedrooms. The Applicant is requesting an exemption from this ordinance to allow an enclosed bedroom without operable bedrooms in accordance with the International Building Code standards for habitable bedrooms.			
Traffic Code				
Fort Street Mall Loading	ROH Section 15-25.1	Exemption to allow passenger loading activities on Fort Street Mall similar to Blaisdell Hotel and Catholic Church. Vehicles shall enter the mall via Chaplain Lane and exit via Pauahi Street, loading at designated areas under limited time periods.	N/A	DPP / DTS

Development Standard or Requirement	Relevant Section	Requested Exemption	Estimated Value	Applicable Agency				
Additional explanation:	The Applicant is proposing to utilize Fort Street Mall for passenger loading similar to the allowances used by nearby properties. The vehicles are assumed to enter the mall via Chaplain Lane and exit via Pauahi Street, loading at designated areas under limited time periods as specified. ROH Section 15-25.1(b)(2) states the following. <i>(A) Passenger vehicles may be operated on the mall between Beretania and Pauahi Streets at all times for the purpose of loading and unloading passengers for Blaisdell Hotel and the Catholic church; and in addition thereto vehicles may, under police control, park in the area designated for parking during weddings or funeral services and other special events held at the Catholic church.</i> <i>(C) Passenger vehicles loading or unloading passengers at Blaisdell Hotel and the Catholic church shall load or unload passengers only within the area designated for such purposes for the respective establishments.</i> <i>(G) Passenger vehicles loading or unloading passengers at Blaisdell Hotel and the Catholic church may park for such purpose for a period not exceeding three minutes; and vehicles loading or unloading freight under the provision of subsection (b)(2)(E) may park for a period not exceeding 30 minutes.</i> The Applicant requests vehicle allowance on Fort Street Mall similar to the Blaisdell Hotel and Catholic Church. The proposed off-site passenger loading is also discussed in Section 4.6.4 and 6.1.4.							
Subdivision								
Park Dedication Requirement	ROH Section 22-7	Exemption from Park Dedication requirements.	\$2,615,037	DPP				
Calculation:	<table><tr><td><u>Park Provided</u> Park Provided = 1,375 sf (approx.) Level 4 multipurpose room 715 sf Level 4 open deck, 660 sf</td><td><u>Affordable Unit Requirement</u> 110 sf per unit x 66 units = 7,260 sf Park provided towards Affordable Unit Requirement = 1,275 sf Remaining park requirement: 5,995 sf</td></tr><tr><td><u>Manager's Unit Requirement</u> 110 sf per unit x 1 units = 110 sf Park provided towards Manager's Unit Requirement = 110 sf</td><td><u>Estimated Value (Requested Exemption)</u> 5,995 sf x \$436.20/sf = \$2,615,037 *\$ /sf based on 2022 Tax Assessed Value/lot area</td></tr></table>				<u>Park Provided</u> Park Provided = 1,375 sf (approx.) Level 4 multipurpose room 715 sf Level 4 open deck, 660 sf	<u>Affordable Unit Requirement</u> 110 sf per unit x 66 units = 7,260 sf Park provided towards Affordable Unit Requirement = 1,275 sf Remaining park requirement: 5,995 sf	<u>Manager's Unit Requirement</u> 110 sf per unit x 1 units = 110 sf Park provided towards Manager's Unit Requirement = 110 sf	<u>Estimated Value (Requested Exemption)</u> 5,995 sf x \$436.20/sf = \$2,615,037 *\$ /sf based on 2022 Tax Assessed Value/lot area
<u>Park Provided</u> Park Provided = 1,375 sf (approx.) Level 4 multipurpose room 715 sf Level 4 open deck, 660 sf	<u>Affordable Unit Requirement</u> 110 sf per unit x 66 units = 7,260 sf Park provided towards Affordable Unit Requirement = 1,275 sf Remaining park requirement: 5,995 sf							
<u>Manager's Unit Requirement</u> 110 sf per unit x 1 units = 110 sf Park provided towards Manager's Unit Requirement = 110 sf	<u>Estimated Value (Requested Exemption)</u> 5,995 sf x \$436.20/sf = \$2,615,037 *\$ /sf based on 2022 Tax Assessed Value/lot area							

Development Standard or Requirement	Relevant Section	Requested Exemption	Estimated Value	Applicable Agency
Plan Review and Permit Fees				
Plan Review Fees	ROH Section 18-6.1, "Plan Review Fees"	Exemption from plan review fees	\$25,000	DPP
Building Permit Fees	ROH Section 18-6.2, "Building Permit Fees" (Table 18-A)	Exemption from building permit fees (including demolition, building, foundation, plumbing, electrical, fire sprinkler, etc.)	\$85,000	DPP
Special Assignment Inspection Fee	ROH Section 18 (Table 18-A)	Exemption from SAI fees	\$200 per SAI	DPP
Stormwater Quality Review and Erosion Control and Sediment Plan Review	ROH Section 14-13.6(d), "Erosion and Sediment Control Plans" and DPP Rules Relating to Water Quality	Exemption from ESCP review fee	\$250	DPP
Trenching	ROH Section 14-17.1, "Permit required – Application - Insurance – Bond - Permit fee"	Exemption from trenching, repair and service permit fees	\$195	DPP
Fire Department Plan Review Fees	ROH Section 20-1.1(3), "Amending Section 1.12.8 Fire Plans Review Fee"	Exemption from Fire Plan Review Fee	\$8,500 (10% of building permit fees)	HFD

Development Standard or Requirement	Relevant Section	Requested Exemption	Estimated Value	Applicable Agency
Utility				
Wastewater System Facility Charges	ROH Section 14-10.3, "Residential wastewater system facility charges"	Exemption from payment of wastewater connection. If required, deferral of fees until certificate of occupancy.	\$305,659.20	DPP
Water System Connection and Facility Charges	Sections 1-102, 2-202(2), and 2-202(3) of the Board of Water Supply Rules and Regulations	Exemption of water system connection and facility charges attributed to affordable dwelling units. If required, deferral of fees until certificate of occupancy.	\$122,587.29	BWS
Storm Drain Connection	ROH Section 14-12.12, "Connection to city-owned separate storm sewer system—Violation"	Exemption from storm drain connection license fee to facilitate the achievement of project economic feasibility	\$200	DPP / ENV

SECTION 6: ANALYSIS

6.1. INFRASTRUCTURE

6.1.1. Potable Water

A *Preliminary Engineering Report* (PER) was prepared for the Project by Dempsey Pacific Inc. on August 17, 2022. The report discusses existing and proposed infrastructure including wastewater, water, and storm drainage. The PER is provided in **Appendix. 9: Preliminary Engineering Report**. The PER states the following.

An inquiry on water availability for the proposed project and adequacy of the off-site fire protection was submitted to the Board of Water Supply (BWS). BWS was able to review the water availability request and confirmed that the existing water system is adequate to accommodate the proposed site redevelopment. A copy of the BWS review letter is attached [in the PER]. The closest fire hydrant (hydrant no. M-02735) is within Fort Street Mall fronting the property and is calculated to have 68 psi of static pressure and has 56 psi of residual pressure during the 4,000 gpm fire flow through the hydrant. BWS will require the applicant to pay the Water System Facilities Charges for the additional plumbing fixture units added to the property, subject to any affordable housing waivers, and will require the on-site fire protection requirements to be coordinated with the Honolulu Fire Department.

As-Built plans were obtained from BWS to identify the new fire and domestic meters for the property redevelopment. An existing 8" water main within Fort Street Mall is shown on the BWS water system plans (BWS project 547W-C). The revised water service laterals and meters for the site will come off this 8" water main.

Fire Service

The BWS hydrant M-02735 is in close proximity to the property and is directly across within Fort Street Mall. Honolulu Fire Department (HFD) will require that the building be no further than 400' from the hydrants in the area, which the building will have an automatic fire sprinkler system. The existing fire hydrants are within sufficient distance to the proposed high-rise building redevelopment.

A 20' wide all-weather fire access road should be provided into the property to within 50' of a door leading to the exterior of the building. Fort Street Mall provides a suitable fire access road to the property.

6.1.2. Wastewater

A *Preliminary Engineering Report* (PER) was prepared for the Project by Dempsey Pacific Inc. on August 17, 2022. The report discusses existing and proposed infrastructure including wastewater, water, and storm drainage. The PER states the following.

A City and County of Honolulu sewer system exists along Fort Street Mall. The sewer mains are 8" vitrified clay pipe and a sewer manhole is located in front of the property with two 6" sewer laterals to the front property lines. As-Built of the sewer system were obtained from DPP Wastewater Branch and the manhole has a depth of approximately 5.0'.

A Sewer Connection Application (SCA) was submitted to the DPP Wastewater Branch requesting approval to connect the proposed building redevelopment to the existing 6" laterals to the property. The City was able to review and approve the proposed sewer connection, so sewer capacity for the 52 affordable rental housing units and lower commercial spaces is adequate. A copy of the approved SCA is included [in the PER] and is identified as application no. 2022/SCA-0455. The estimated Wastewater System Facility Charge to be paid to Wastewater Branch at time of the building permit and sewer connection is \$240,822.40. However a portion of the sewer connection fees may qualify for an affordable rental housing waiver, which will be reviewed with the Department of Environmental Services.

The approved SCA, dated 4/4/22 identifies capacity for 52 residential units and 10,000 square-feet of commercial space. An updated SCA was submitted to the City on August 24, 2022 to address the revised unit count and uses. The City provided follow up questions via email on August 29. The Applicant is continuing to work with the City to obtain an approved SCA.

6.1.3. Storm Drainage and Water Quality

A Preliminary Engineering Report (PER) was prepared for the Project by Dempsey Pacific Inc. on August 17, 2022. The report discusses existing and proposed infrastructure including wastewater, water, and storm drainage. The PER states the following.

The Project Site has flat and gentle slopes that generally slop towards Fort Street Mall and the private lane fronting the properties, which has an existing storm drainage system.

The proposed redevelopment of the Project Site is not anticipated to increase runoff to the existing storm drain system, since the existing site is already completed impervious. However it is anticipated that Post Construction Best Management Practices (BMPs) and storm water quality treatment facilities will be required in accordance with the City and County of Honolulu rules relation to Water Quality as a Priority B1 project due to the proposed building being over 100 feet tall. Infiltration testing will occur by a licensed geotechnical engineer to confirm if infiltration treatment BMPs can be used, or whether biofiltration or other treatment methods may be required. The Project will treat the required water quality volume and/or water quality flowrate determined during the project design.

Roof downspouts are planned to drain into the new stormwater quality treatment facilities, prior to overflow into the City's storm drain system. A Certified Water Pollution Preparer (CWPPP) will observe the installation of the stormwater quality treatment facilities during construction and provide verification to the Department of Facilities Maintenance that the required provisions have been provided.

6.1.4. Transportation

*A Traffic Assessment was prepared by Austin Tsutsumi & Associates in August of 2022. The purpose of this study is to evaluate loading zones and trip generation potential for the proposed project. The report is provided in **Appendix. 12: Traffic Assessment**. Excerpts of the assessment are provided below.*

Loading Zones

Service Loading

An existing service lane is accessible via Bishop Street and runs along the southeastern edge of the Project site. The Project will use the existing service lane for all service activities, such as trash pick-up, maintenance, etc. See [Figure 7: Site] for the service lane location in relation to the Project site.

Deliveries are allowed along Fort Street Mall via City and County of Honolulu's Bill 46, Ordinance 12-27, Section 2.b.2.E, which states:

"It is lawful during the period from two p.m. to 10 a.m. of the following day, and all day on Sundays, to operate or propel a vehicle upon [Fort Street Mall] for the purpose of delivering property to or receiving the same from a store, shop, office or other establishment in or upon any premises abutting on the mall or for the purpose of cleaning or maintaining the mall..."

Passenger Loading

In regards to passenger loading access, the Project will be seeking an exemption from the City and County of Honolulu's Bill 46, Ordinance 12-27, Section 2.b.1, which states:

"Except as hereinafter provided, it is unlawful for any person to park, or cause to be parked, or to operate or propel, or cause to be operated or propelled, any vehicle (as defined in the traffic code) upon the mall hereinabove established."

The exemption from the ordinance will hopefully allow passenger loading/unloading on Fort Street Mall, similar to Blaisdell Hotel and Catholic Church allowances in Section 2.b.2.A, C, and G. If the Project is granted the exemption and is allowed to use Fort Street

Mall for residential loading, vehicles are assumed to enter the mall via Chaplain Lane and exit via Pauahi Street, loading at designated areas under limited time periods as specified.

If the exemption is not granted, passenger loading via passenger vehicles and/or ride-sharing services such as Uber or Lyft will use the existing service lane to pick-up/drop-off residents as its primary option.

General Public Loading

There are a number of areas within the Project vicinity that are designated for general public loading use. Along South Beretania Street and Pauahi Street, signs designate loading zones for 24 hours daily. Signs along Bethel Street reserve loading zones between 7:00 AM to 3:30 PM on weekdays and 7:00 AM to 4:00 PM on Saturdays. Bishop Street also has time restricted loading zones with ranges similar to Bethel Street.

...

Conclusion

The Project is anticipated to conservatively generate 6(9) trips during the AM(PM) peak hours of traffic, which is not anticipated to have a significant impact on traffic operations within the vicinity of the Project.

Service vehicles will use Bishop Street to access the existing service lane located to the south of the Project for general loading activities. If exemption to the City and County of Honolulu Bill 46, Ordinance 12-27 [ROH 15-25] is granted, vehicles may enter Fort Street Mall, assumedly via Chaplain Lane for resident pick-ups/drop-offs and exit via Pauahi Street.

The Applicant will comply with the recommendations in the Traffic Assessment.

6.1.5. Power and Communications Facilities

The existing building is served by HECO and telecommunication facilities. Based on preliminary discussions with HECO, the nearest point of connection will be along Fort Street Mall. The electrical circuits on Fort Street Mall may not be able to handle the proposed load addition and the electricity may need to come from Beretania Street. In this scenario, the Applicant would extend the electrical ducts to the nearest HECO point of connection on Beretania Street. The project team's electrical engineer will continue to coordinate the electrical and communication requirements with the appropriate agencies.

6.2. PUBLIC SERVICES

6.2.1. Solid Waste

Solid waste collection will be provided by a private refuse company.

6.2.2. Fire

The nearest Honolulu Fire Department (HFD) stations in the project vicinity is the Central Fire Station. The Central Fire Station is located at 104 S Beretania Street, Honolulu, Hawai'i 96813 and is approximately 300 feet northeast of the Project Site.

As mentioned in **Appendix. 9: Preliminary Engineering Report**, a 20-foot wide all-weather fire access road should be provided into the property to within 50-feet of a door leading to the exterior of the building. Fort Street Mall provides a suitable access road to the property.

6.2.3. Police

The Project Site is located within the Honolulu Police Department (HPD) District 1 which covers the Downtown Honolulu area from Liliha Street to Punahou Street and from Round Top Drive to Ala Moana Beach. The closest police station, the Chinatown Police Station, is located at the Maunakea Street and N. Hotel Street intersection and is approximately 0.25 miles to the west of the Project Site.

6.2.4. Medical

The nearest medical facilities to the Project Site are Queen's Medical Center – Punchbowl located at 1301 Punchbowl Street, Straub Clinic at Waterfront Plaza located at 888 South King Street, and Kuakini Medical Center located at 347 N. Kuakini Street. Ambulatory vehicles are anticipated to access the Project Site from Fort Street Mall.

6.2.5. Schools

The Project Site is located in the Department of Education's Honolulu District and students from the project vicinity would attend the following public schools:

- Elementary: Royal Elementary School
- Intermediate: Princess Ruth Ke'elikōlani Middle School (previously Central Middle School)
- High: McKinley High School

The Project Site is located within the Kalihi-Ala Moana school impact district as designated by the Department of Education. Beginning Oct. 1, 2018, residential developers in the Kalihi-Ala Moana school impact district are subject to a school impact fee when applying for building permits for new residential construction. The fee amount is currently \$3,864 per unit.

For the development of senior housing, the Applicant will not be required to pay the school impact fee, provided that there is a prohibition against school-aged children residing on the property. The Applicant may be subject to a school impact fee for the resident manager's unit, provided that school-aged children may reside in that unit. The Applicant will coordinate with Department of Education as required.

6.2.6. Public Parks and Recreation Facilities

There are several park and recreation facilities in the downtown area that may be able to serve the project's residents. These parks include Fort Street Mall, Fort Street Mall Mini Park, Kamali'i Mini Park, Smith-Beretania Urban Park, Dr. Sun Yat-Sen Memorial Park, and Robert W. Wilcox Mini Park. These parks are within walking distance of the Project and are open to the public for recreational use.

The Project will be requesting an exemption from the City's Park Dedication requirements as shown in **Table 9, Requested Exemptions and Deferrals**.

6.3. PHYSICAL ENVIRONMENT

6.3.1. Topography and Soils

The existing topography is flat and roughly 20 to 25 feet above Mean Sea Level. An existing topography map is provided in **Appendix 5: Topography**.

According to the U.S Department of Agriculture (USDA), Soil Conservation Service publication, *Soil Survey of the Islands of Kaua'i, O'ahu, Maui, Molokai, and Lanai, State of Hawai'i, 1972*, the Project Site's exist. soils are defined into Makiki Clay Loam, 0 to 2 percent slopes Mka.

Makiki Clay Loam, 0 to 2 percent slopes (MkA): “In a representative profile the surface layer is dark-brown clay loam about 20 inches thick. The subsoil, about 10 inches thick, is dark-brown clay loam that has subangular blocky structure. It contains cinders and rock fragments. The subsoil is underlain by similar material, about 24 inches thick... Permeability is moderately rapid. Runoff is slow, and the erosion hazard is no more than slight. The available water capacity is about 1.7 inches per foot of soil.”

An existing soils map is provided in **Figure 13: Soils Map**. The Project will not involve major grading activities and will be restricted to the Project area. The soil conditions will be further analyzed prior to construction.

6.3.2. Flood Zone

According to the Flood Insurance Rate Map (FIRM), map number 15003C0362G, prepared by the Federal Emergency Management Agency (FEMA) dated January 19, 2011, the subject property is located in Flood Zone “X”.

Zone “X” identifies areas determined to be outside the 0.2% annual chance floodplain or outside of the 500-year floodplain. See **Figure 14: Flood Zone Map**.

6.3.3. Tsunami Evacuation Zone

According to the City Department of Emergency Management, the subject property is within the “Safe Zone”. See **Figure 15: Tsunami Evacuation Zone Map**.

The proposed project site is not located in the tsunami evacuation zone as designated by the City. During Tsunami Warnings, citizens evacuate out of the red zone. In the event of an Extreme Tsunami Warning, citizens evacuate out of both the tsunami evacuation zone (red zone) and the extreme tsunami evacuation zone (yellow zone) and could potentially evacuate in the vicinity of the project.

6.3.4. Sea Level Rise

Portions of O’ahu that are vulnerable to sea level rise are illustrated on the PacIOOS Hawai’i Sea Level Rise Viewer. Specifically, the viewer defines an area called the SLR exposure area (SLR-XA), which is the projected extent of chronic flooding due to SLR. The Project Site is not located within the 3.2 feet SLR-XA.

The National Oceanic and Atmospheric Administrators (NOAA) have come up with a viewer to view impacted areas at different levels of sea level rise. The Project Site will not be affected by sea level rise of 6-feet. See **Figure 16: Sea Level Rise**. The data shown this figure was derived from NOAA’s viewer. The data was accessed at <https://coast.noaa.gov/slr/>.

Based on Guidance from the Honolulu Climate Change Commission, the City and County of Honolulu recommended the benchmarks of 3.2 feet SLR-XA (via Hawai’i Sea Level Rise Viewer) and 6 feet SLR (via NOAA Sea Level Rise viewer) to be used as a planning benchmark. The Project Site is not located in either the 3.2 SLR-XA or the 6-feet SLR area presented in the NOAA Sea Level Rise Viewer.

Figure 13: Soils Map

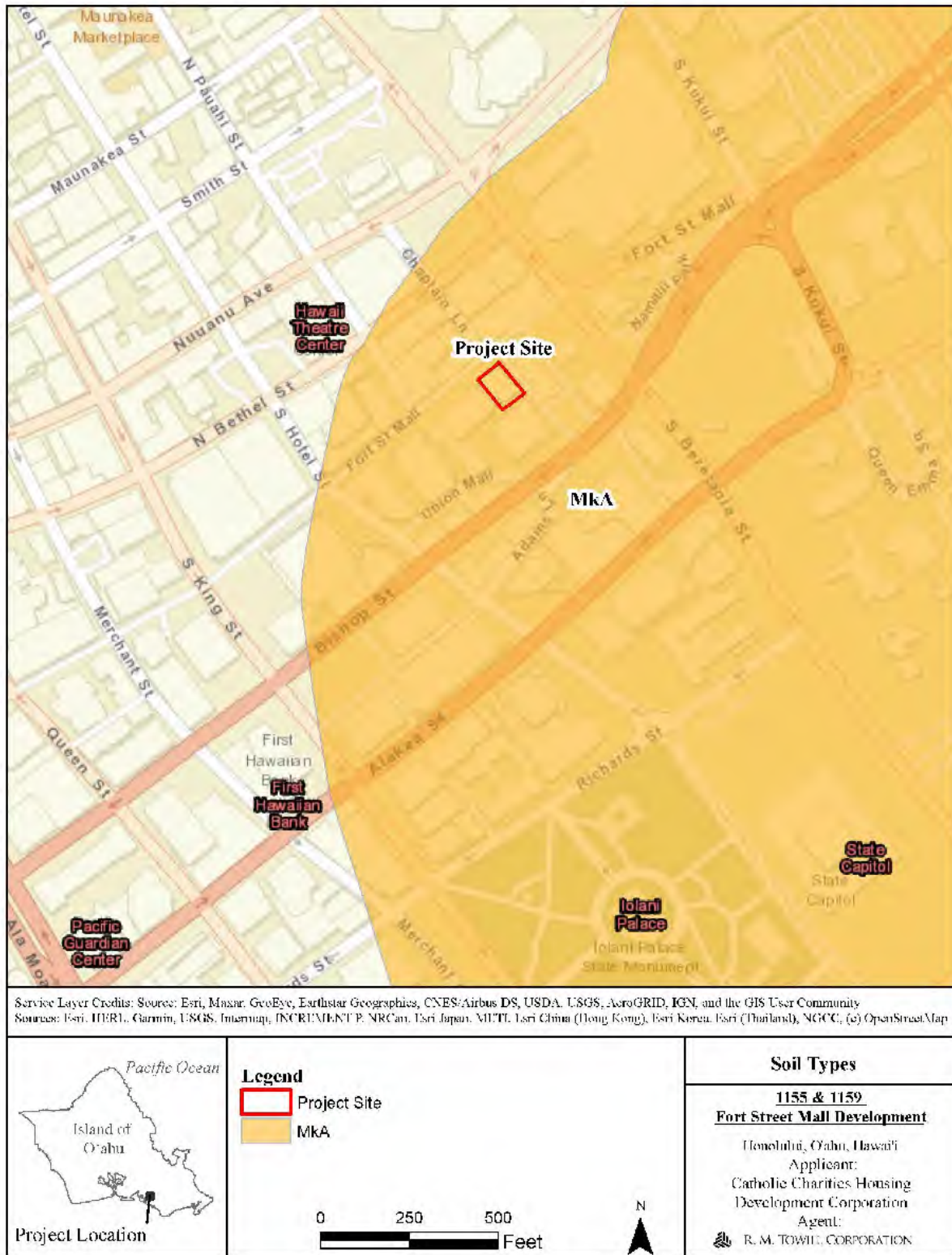
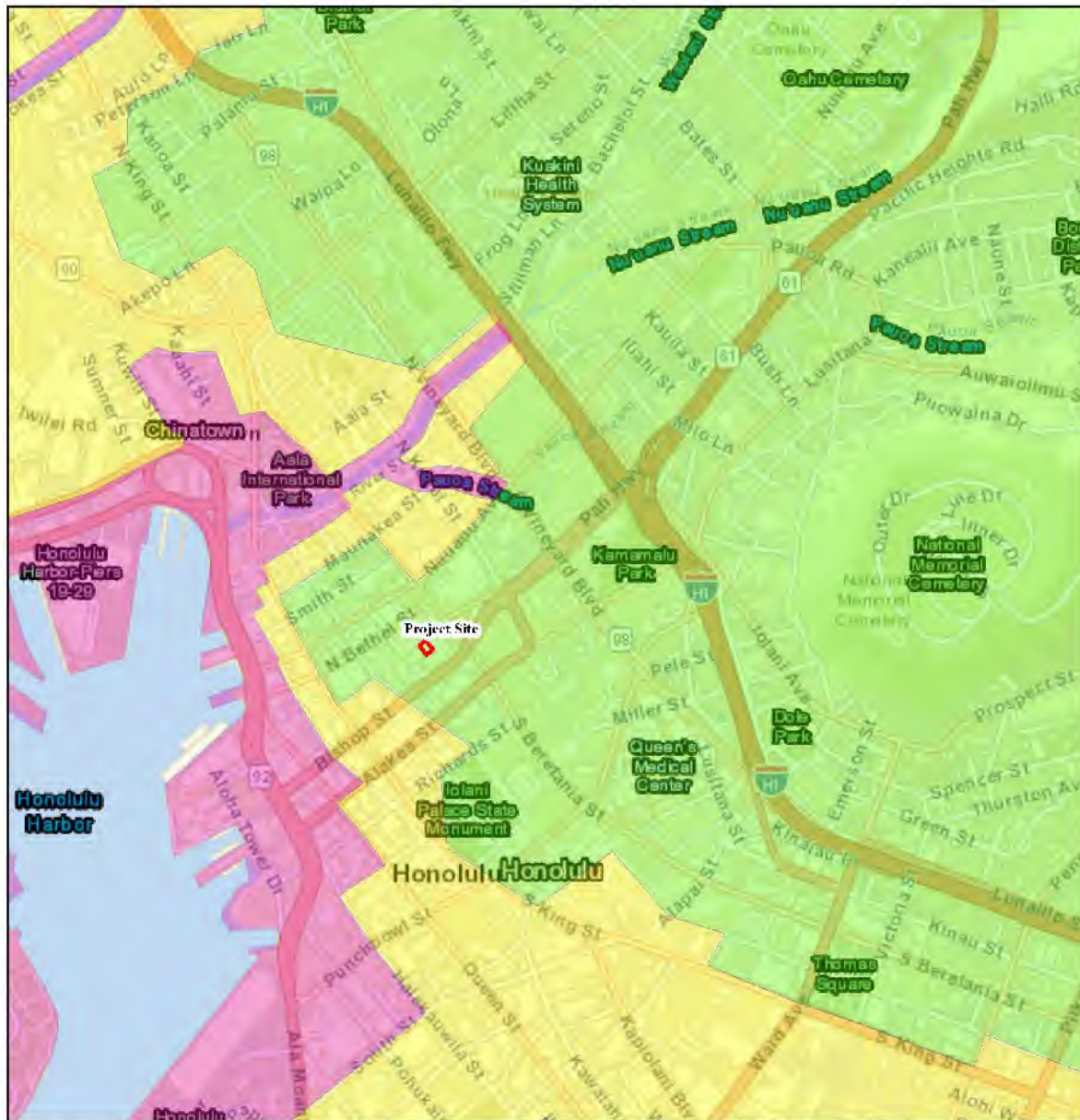


Figure 15: Tsunami Evacuation Zone Map



Service Layer Credits: Sources: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community
Sources: Esri, Intel, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, MITI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap

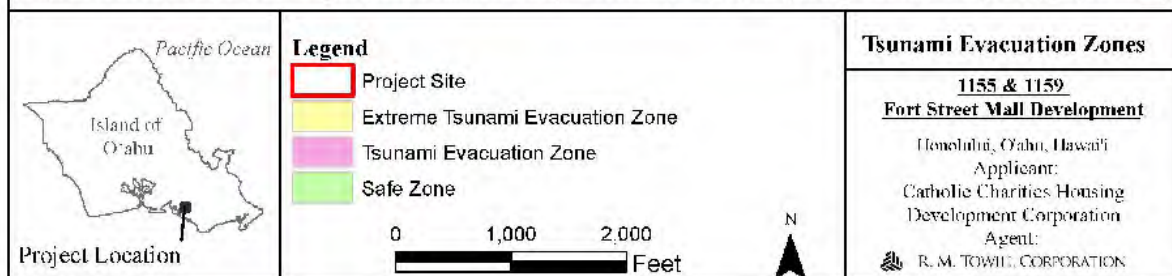
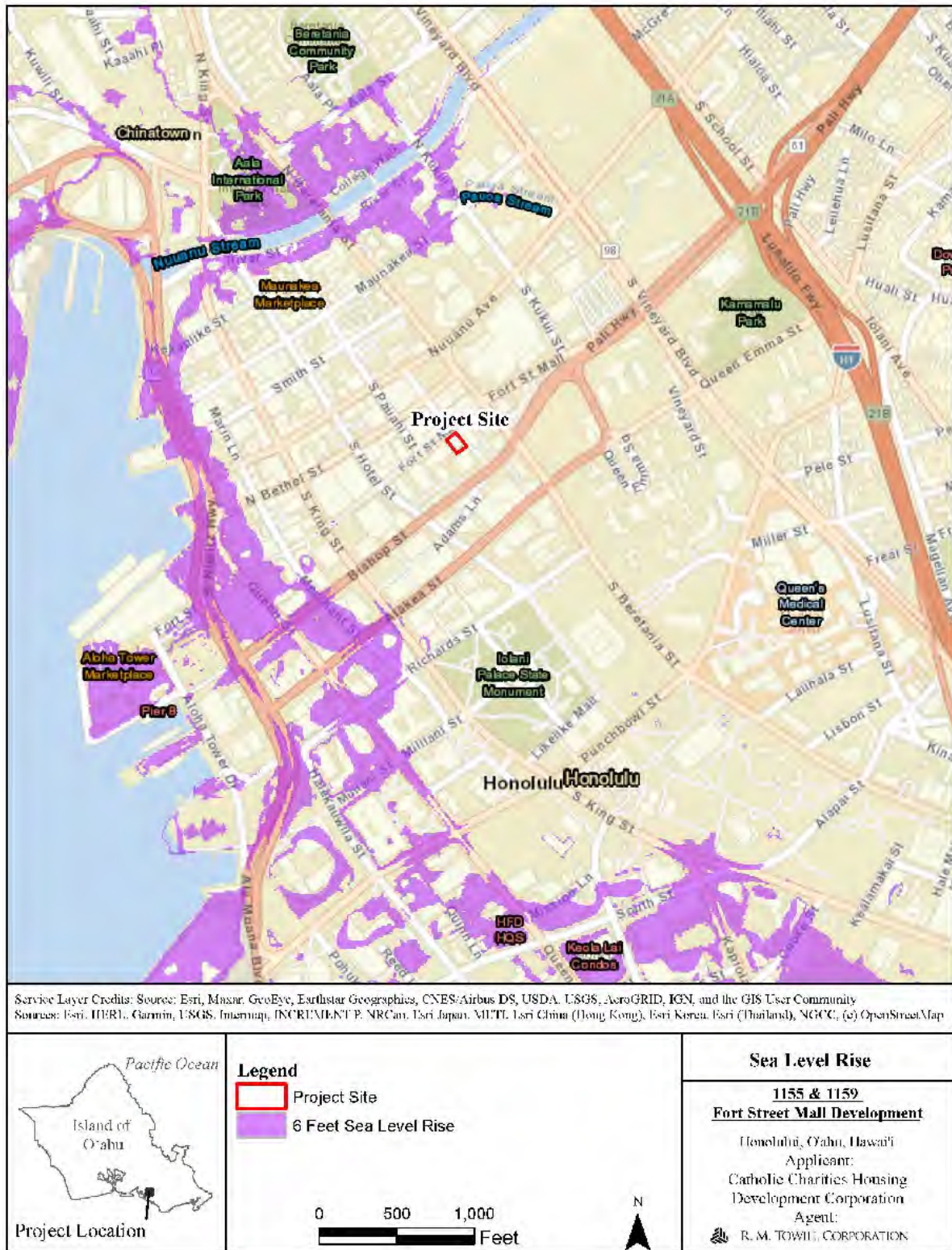


Figure 16: Sea Level Rise



6.4. HISTORIC SITES

6.4.1. Archaeology

A *Preliminary Draft – Archaeological Inventory Survey* was prepared for the Project by Keala Pono in August 2022. The report was designed to identify, document, assess significance, and provide mitigation recommendations for any historic properties that may be located in the project area. Excerpts from the *Preliminary Draft – Archaeological Inventory Survey* are included in the following section and the full study is provided in **Appendix. 7: Archaeological Inventory Survey**.

Previous archaeological research has covered the Honolulu vicinity fairly well, with projects spanning much of the region surrounding the study lands, and key studies completed for areas such as Capitol Place, King and Beretania Streets, and the Chinatown Gateway Plaza. These and other projects have provided archaeological evidence for transformation of the Honolulu area over time with finds such as basalt walls, historic trash deposits, bottle dumps, privies, structural remains, historic street remnants, and pre- and post-contact burials.

...

Anticipated Finds and Research Questions

The entire study area has undergone extensive previous disturbance, and it is not likely that any previously undocumented surface archaeological features remain. Nevertheless, subsurface archaeological materials or deposits may be encountered during construction, as evidenced by the 47 finds of previous studies in the vicinity. Potential archaeological remains that might be encountered in the project area aside from the existing historic building include remnants of agricultural activity (deposits or features associated with the former yam field); sites and cultural material related to grants and LCAs; remains associated with the development of the cathedral, Chinatown, Honolulu Harbor, and the city of Honolulu (deposits from the Chinatown fire, structural remnants, cultural material from merchant families); and human burials.

Research questions will broadly address the identification of the archaeological resources noted above and may become more narrowly focused based on the kinds of resources that are found. Initial research questions are as follows:

- 1. Have any archaeological remains survived the disturbance to the parcels from repeated modern development? If so, what is the nature of these remains and where are they located?*
- 2. Are there any indications of pre-contact and/or historic land use? Are cultural layers, features, and artifacts present within the project area? If so, what do those resources indicate about habitation and/or subsistence patterns?*

Once these basic questions are answered, additional research questions can be developed in consultation with SHPD, tailored to the specific kinds of archaeological resources that occur in the study area.

...

Results

An archaeological pedestrian survey was conducted on the 0.064 ha (0.16 ac.) project area on TMK: (1) 2-1-010:033 and 034 in Honolulu Ahupua'a, Honolulu (Kona) District, on the island of O'ahu. No new archaeological resources were found on the surface. The study area contains a historic building,

the Sacred Hearts Covenant School. Subsurface testing is pending SHPD approval of an AIS testing plan. Draft and final AIS reports will be produced to include the results of both the pedestrian survey and subsurface testing.

Pedestrian Survey

The pedestrian survey covered 100% of the 0.064 ha (0.16 ac.) project area that is not occupied by current buildings [Figure 20 of the AIS]. The survey consisted of one archaeologist walking the open spaces, looking for any surface archaeological resources. No surface archaeological resources besides the previously recorded historic building were observed during the pedestrian survey. The two-story historic building located on the property has a slightly shorter CMU building attached to the southeast side facing the back alley [Figures 21–24 of the AIS]. It also has an inscription on the front that reads “AD 1859” [Figure 25 of the AIS]. A reconnaissance level survey report has been completed for the building by a historic architect (Mason Architects 2022).

In sum, no new archaeological resources were encountered during the pedestrian survey. The two-story historic building has an inscription with the date 1859. The surface of the region is fully utilized and contains landscaped areas, buildings, walkways, and alleys. In the few locations that were not occupied by structures or pavements, there was no evidence of any archaeological resources. It is likely that any surface archaeological resources once located within the project area were destroyed or covered during the region’s development.

Subsurface Testing

Subsurface testing is pending SHPD approval of the AIS testing plan. Trenches will be excavated throughout the project area to determine the presence or absence of subsurface cultural material, deposits, and features. A draft AIS report will be produced to include the results of both the pedestrian survey and subsurface testing.

Summary of Results

A pedestrian survey on the 0.064 ha (0.16 ac.) project area on TMK: (1) 2-1-010:033 and 034 in Honolulu Ahupua’a, Honolulu (Kona) District, on the island of O’ahu identified a previously documented historic building and no new archaeological resources. The project area has been disturbed by modern development, including buildings, pavements, walkways, and landscaped areas. Subsurface testing is pending.

...

Summary and Recommendations

The pedestrian survey portion of an AIS was conducted for proposed residential and commercial construction at 1155 and 1159 Fort Street Mall in Honolulu Ahupua’a, Honolulu (Kona) District, on the island of O’ahu. The project area covers 0.064 ha (0.16 ac.) on TMK: (1) 2-1-010:033 and 034. The pedestrian survey covered 100% of the land not occupied by current buildings.

The pedestrian survey identified a previously documented historic building, the Sacred Hearts Covenant. No new surface archaeological resources were observed. The project area has been disturbed by modern development, including buildings, pavements, walkways, and landscaped areas. Subsurface testing is pending SHPD approval of the AIS testing plan. Draft and final AIS reports will be produced to include the results of both the pedestrian survey and subsurface testing. Once subsurface testing is complete, recommendations for the project can be made.

The Applicant will comply with the recommendations in the AIS.

6.4.2. Historic Architecture

A *Reconnaissance Level Survey* (RLS) report was prepared for the Project by Mason Architects, Inc. (MASON) in August 2022. The report is intended to fulfill historic property identification and significance evaluation requirements for Hawai'i Revised Statutes (HRS) Chapter 6E-42 and Hawai'i Administrative Rules (HAR) §13-284 related process that will be undertaken by the State Historic Preservation Division (SHPD) as they review the proposed project. The RLS is provided in **Appendix. 8: Reconnaissance Level Survey**. Excerpts of the RLS are copied below.

The historic buildings at 1157 and 1159 Fort Street Mall were evaluated as not meeting HAR §13-284-6 significance and integrity criteria. Both buildings have no known association with historically significant persons or events. Although their original construction may have been emblematic of the Roman Catholic Church's early 20th century presence in Hawai'i and early schools, the substantial alterations to the buildings, including removal of more than 3/4 of the original building off the west and east elevations, alterations at the ground level at the north elevations (primary façades), alterations at the south elevations, and complete reconfiguration of the interior, diminish the buildings' integrity such that any important association is no longer retained. Further the buildings, especially with the alterations, lacks architectural distinction and do not represent the work of master.

Evaluation of Significance and Integrity (HAR §13-284-6)

The buildings at 1157 and 1159 Fort Street Mall were evaluated as not meeting HAR §13-284-6 significance and integrity criteria. [See Appendix A of the RLS] for HAR §13-284-6 Criteria for Evaluation excerpt.

HAR §13-284-6 (b) (Integrity)

The buildings at 1157 and 1159 Fort Street Mall (portion of former Sacred Hearts Convent School) were built in 1901, and substantial alterations over time have removed many of the buildings' character defining features diminishing the buildings' integrity of design, materials, workmanship, feeling, and association. The setting around the building has also drastically changed since the building's 1901 to 1937 Sacred Hearts Convent School period. Our assessment of integrity found:

Location: Yes. 1157 and 1159 Fort Street Mall have not moved, therefore both buildings retain integrity of location.

Design: No. 1157 and 1159 Fort Street Mall have been substantially altered. When the original Sacred Hearts Convent School building was constructed, it was approximately 250' x 30' and had over 20 bays and one central prominent entrance off Fort Street Mall visually distinguished with ornate concrete cornice detailing topped with a cross signifying religious use of the building. According to historic maps and photographs, the south elevation had cloisters that spanned the entire facade and at unknown date (likely soon after the building use changed to commercial c.1937) they were removed. There is no evidence at the south, west, or east elevation of the buildings design that dates to what would have been the buildings of significance if it retained integrity. The lower level of the primary facades has been completely altered with no original design elements exist. The second level only represents 1/4 of the original building facade and has been altered with removal of cornice details. Therefore, with removal of most of the original building and substantial alterations to these extant portions of the original, both buildings do not retain integrity of design.

Setting: No. The setting around 1157 and 1159 Fort Street Mall has drastically changed, both in use and density since the buildings were used for the Sacred Hearts Convent School. When the building was originally constructed in the downtown area was primarily one and two-story buildings, by the 1930s the area started to densify and become more commercial, and the area is currently a mixture of two-story to office and residential towers. Further the building originally was built to be less than 10' from the Cathedral with a gate leading to a courtyard separating the two buildings. In 1981 the easternmost portion of the original building was demolished, and a larger open space was developed this also changed the setting. Soon after the westernmost portion of the original Sacred Hearts Convent School building, west of the subject buildings, was also demolished and replaced with a commercial tower. Therefore, both buildings do not retain integrity of setting.

Materials: No. Since the buildings have both undergone substantial alterations and losses of original material, they do not retain integrity of materials.

Workmanship: No. Since the buildings have both undergone substantial alterations and losses of original material, most notably changes to the ground level and removal of the majority of the building, original workmanship is no longer extant. Therefore, both buildings do not retain integrity of workmanship.

Feeling: No. The building no longer evokes the feeling of being a school building associated with the neighboring Cathedral. Further, the differing materials and architectural styles of the ground level and second level create a disjointed feeling. Therefore, both buildings do not retain integrity of feeling.

Association: No. While buildings are currently owned by the Roman Catholic Church they are not in use as school buildings and their appearance does not convey their original association or any significant association. Therefore, both buildings do not retain integrity of association.

In summary, the buildings at 1157 and 1159 Fort Street Mall do not retain sufficient integrity to meet HAR § 13-284-6 (b) Integrity criteria.

HAR §13-284-6 (b) (Significance)

While the Sacred Hearts Convent School and its association with the Roman Catholic Church in Hawai'i was significant, the buildings at 1157 and 1159 Fort Street Mall do not meet HAR §13-284-6 significance criteria due to a lack of integrity. Each criterion of significance was considered closely, as summarized below.

- (1) Criterion "a" – The history of 1157 and 1159 Fort Street Mall and its association with the Roman Catholic Church and the Sacred Hearts Convent School was closely considered with respect to Criterion "a." However, the buildings and the extant storefronts has been altered to such a degree that it no longer illustrates this historical period. Further, the associations of 1157 and 1159 Fort Street Mall with its commercial history does not raise to level of significance. Therefore, both buildings do not meet Criterion "a."*
- (2) Criterion "b" – 1157 and 1159 Fort Street Mall have no known association with the "lives of persons important in our past." Therefore, both buildings do not meet Criterion "b."*
- (3) Criterion "c" – The design of the 1157 and 1159 Fort Street Mall was closely considered with respect to Criterion "c." Prior to alterations, the building had elements of the Romanesque Revival style but the alterations to the original building, including demolition of approximately*

¾ of the original Sacred Hearts Convent School and the loss of character-defining features at the extant individual storefronts compromises the building to such a degree that it no longer exhibits sufficient integrity to convey the style. The architect of the building is unknown and there is no evidence to suggest they were designed by a master. Therefore, both buildings do not meet Criterion "c."

(4) Criterion "d" – The Sacred Hearts Convent School is not significant under Criterion d since it is not known for having "yielded, or [being] likely to yield, information important in prehistory or history." Therefore, both buildings do not meet Criterion "d."

(5) Criterion "e" – MASON is not a qualified ethnographer that meets the qualifications set forth in HAR Chapter 13-281 and therefore did not professionally evaluate the property for ethnic significance associations under Criterion "e." However, the building has no residential inhabitants, and the research performed by MASON did not appear to indicate any cultural or ethnic significance. The building has functioned largely as classrooms then commercial use for many decades.

Recommendations

No further work is recommended as this is not a significant historic property.

6.5. PEDESTRIAN WIND

A *Preliminary Wind Study* was prepared for the Project by Englekirk Structural Engineers on July 26, 2022. The report discusses results from a preliminary assessment of the effects of pedestrian-level wind (PLW) on the Project Site. The study is provided in **Appendix. 13: Preliminary Wind Study**. Excerpts from the study are provided below.

PLW Conditions Prior to Development

The reference suburban and open mean wind speeds for the Project Site have 10% wind exceedance speeds of 7.5 miles per hour (mph) and 10 mph, which suggest a naturally breezy site. The reference suburban and open wind speeds reflect the 10% wind exceedance speeds at a typical suburban site built-up with a mix of different building heights or a site exposed to flat, open terrain without intervening development, respectively. In other words, these reference wind speeds provide a frame of reference to judge how the proposed development influence the pedestrian level wind speeds.

As a result of the naturally breezy conditions, few points around and on the site are expected to satisfy the 7-mph criterion for mean or gust wind speeds, even if no development occurs, while approximately one-half as many points are expected not to satisfy the 11-mph criterion for mean or gust wind speeds. The points that do not meet the 11-mph criterion are expected to be located mostly near the northeast and eastern sides of the site. All or nearly all points on and around the site are expected to satisfy the 15-mph criterion for mean and gust winds speeds prior to development.

PLW Conditions After Development

Based upon results from other PLW studies for projects in Honolulu, including studies of several projects within two miles of this project, it is anticipated that there will be few points that satisfy the 7-mph criterion for mean and gust wind speeds (i.e., approximately the same result as for the PLW

conditions prior to development). This is a direct reflection of the site's characteristic breeziness, even if no development were to occur.

The number of points that do not meet the 11-mph criterion is expected to be approximately half the number of points that do not meet the 7-mph criterion. Prevailing winds generally align with Fort Street Mall, and existing structures to the east (e.g. the cathedral) provide little direct shielding from these winds except near grade. The orientation of the project relative to the prevailing wind and existing buildings suggest that the Fort Street Mall frontage and the recreation deck on Level 04 may be perceived as gustier compared to sites located to the northeast, where there is a greater proportion of low-rise structures. As a result, some points that satisfy the 11-mph criterion based on mean wind speed will not satisfy the 2x11-mph criterion when gusting is considered.

Nearly all points are expected to satisfy the 15-mph criterion. Points that do not satisfy the 15-mph criterion are anticipated to occur in selected locations around the site perimeter at grade. It is anticipated that there will be no points that come close to exceeding the hazard condition (i.e., 10% mean exceedance speed of 36 mph).

The project envisions a somewhat articulated façade resulting from projecting slab edges. Down-washing winds impinging on the Level 04 recreation deck from the tower-facades may be mitigated somewhat by this articulation. The setback of the residential level from the podium will help disrupt down-washing winds that would otherwise impinge on pedestrians at ground level. These factors are not expected to significantly increase wind speeds beyond the boundaries of the site. Nevertheless, the complex interaction between project elements and the wind and the difficulty in predicting the resulting behavior are important reasons why wind tunnel studies are generally recommended for projects of this type.

Mitigation Options

Mitigation options for windier on-site points include landscaping and screening for areas directly in the path of the prevailing wind. Although not modeled directly in most wind tunnel studies, landscaping around the project or on the Level 04 recreation deck would be expected to reduce the wind speeds. Landscaping must be relatively dense to provide effective projection. Maintenance of mature street trees, or installation of similar trees as a part of the project, is one way of reducing the impact of higher wind speeds and gusting around the building perimeter. Overly flexible planting can itself be distracting if it moves too much in the wind.

Vertical and horizontal screening may also help reduce the wind speed. Vertical screening that is opaque to the wind (e.g., a glass wall) generally creates a protected area that is twice as deep as the screen is tall, whereas open screening is less effective. For example, screening that is 50% open will protect an area that is generally no deeper than the height of the screen. In addition to the overhangs around the building, umbrellas may be able to provide localized protection from vertically oriented wind.

Observation of wind speeds in other Honolulu locations may provide insight as to whether the wind speeds are unduly objectionable. The windiest points are expected to correspond to typical open (unprotected) sites in the Honolulu area, while the balance of the windy points is expected to correspond to typical suburban (developed) sites in the Honolulu area. The warmer climate in Honolulu may increase user tolerance somewhat to otherwise objectionable wind speeds, although

some objectionable aspects of faster winds speeds are not necessarily related to temperature (e.g., movement of paper goods and partially filled paper cups).

If accessibility requirements limit the maximum force needed to open a door, mechanical door openers may be required in areas where faster wind speeds are anticipated.

Wind tunnel modeling was not apart of this preliminary assessment, but this type of testing is recommended prior to finalizing the project design.

6.6. PUBLIC VIEWS

The Primary Urban Center Development Plan identifies significant East-West and Mauka-Makai views. These views are shown in **Figure 19: Panoramic Views**. The Project Site is within the East-West view plane from Ke'ehi Lagoon to Punchbowl and the Mauka-Makai view plan from Kewalo Harbor to Kapālāma. As the Project will be shorter and smaller than many of the buildings in the vicinity, the Project is not anticipated to negatively impact these views. The images in the figures below are taken from Google Earth.

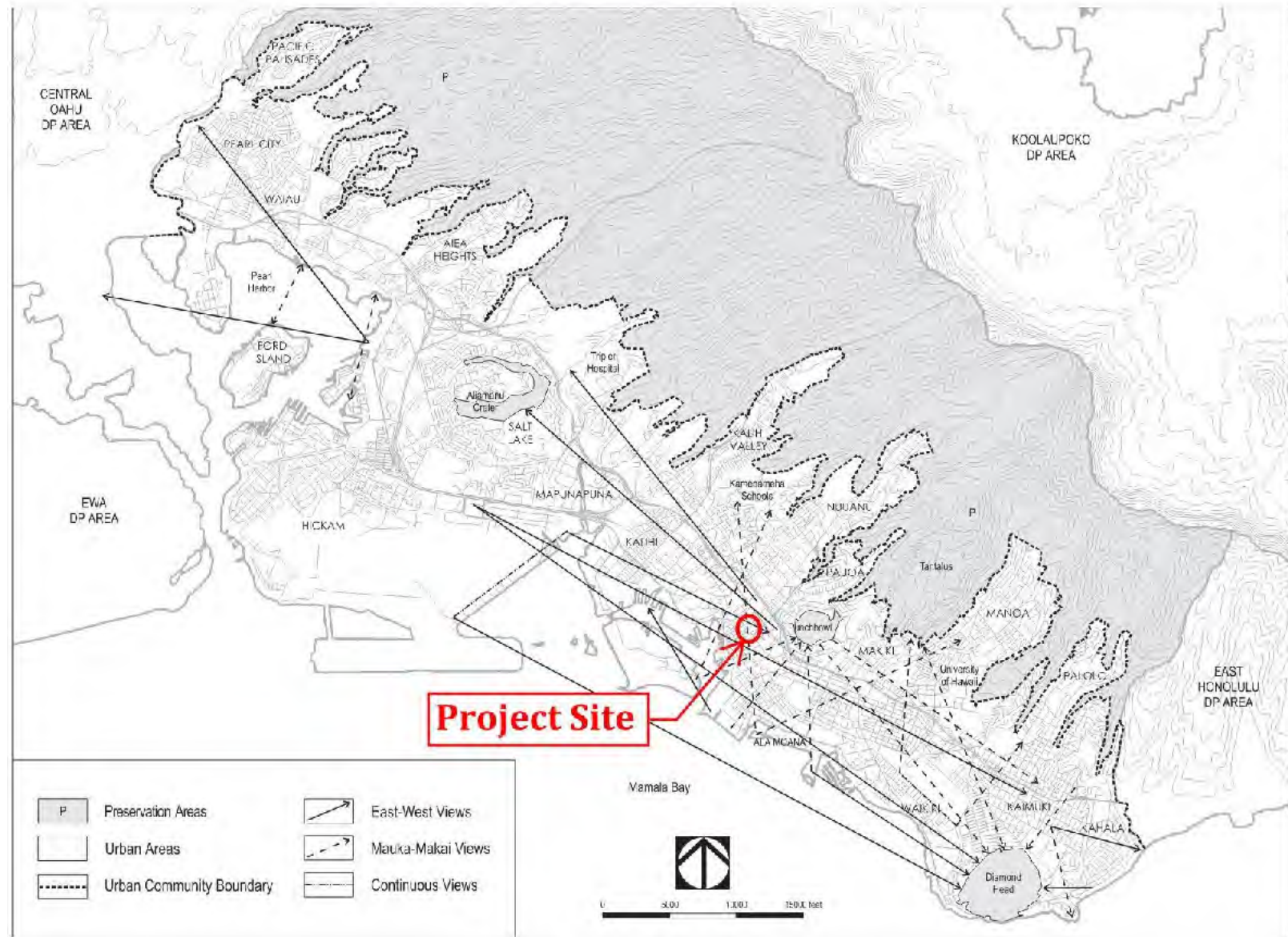
Figure 17: Mauka View from Kewalo Harbor



Figure 18: East View from Ke'ehi Lagoon



Project Site



SECTION 7: COMMUNITY ENGAGEMENT

The Project was presented to the Downtown-Chinatown Neighborhood Board No. 13 on the evening of Thursday, August 4, 2022. The meeting was hybrid and the community participated in-person at Kapālama Hale or virtually via Webex. The project was described during the meeting and was followed by questions and comments. The following comments and questions were presented by Board members and members of the community as indicated in the neighborhood board meeting minutes.

1. Demographics: Laylo asked and Sato responded that only seniors within the 30-60% AMI range will be allowed to apply and the surrounding area is very dense and walkable for this demographic. Armstrong asked and Sato responded that there are several projects with different AMI requirements and this project wanted to focus on the 30-60% AMI for seniors.
2. Public Facilities: Lye asked and Sato responded that there will not be any street-level facilities available to the general public.
3. Green Space: Lye asked and Sato responded that in order to reach the 30-60% AMI for seniors, CCHDC is asking for an exemption to the park dedication requirement. Armstrong asked and Sato responded that there will be some green space on the 4th level for the residents, and they will consider including an open space on the roof as well.
4. Inflation: Armstrong asked and Sato responded that all projects have been affected by inflation.
5. Bicycle Exemption: McCarney asked and Sato responded that the bicycle stall exemption was requested due to limited project space.
6. Window Exemption: Shubert-Kwock asked and Sato responded that the current design of the building does include windows on the North wall, but there is no opportunity for additional windows to be constructed on the East-West walls.

The meeting minutes are provided in **Appendix. 11: Downtown-Chinatown Neighborhood Board No. 11 Meeting Minutes**. The following additional information was provided to the Board Chair following the meeting.

Question/Comment: Have you considered open space on the roof?

Response: We will be providing a multipurpose room and outdoor open space on the 4th floor as on-site amenities for our tenants. In the current design, the rooftop space is limited by the building's mechanical equipment; however, the design team will further consider the potential for open space on the roof of the building.

Question/Comment: Consider on-site bicycle storage and bikeshare for residents.

Response: Our residents will have the opportunity to utilize bicycles through the 4 bikeshare stations within 600-feet of the project site located at 1) the Nu'uanu Ave. and N. Pauahi Street intersection, 2) the Fort Street Mall and S. Hotel Street intersection, 3) the Fort St. and S. Beretania St. intersection fronting Kukui Plaza, and 4) Bishop Street fronting the Finance Factors building. The inclusion of on-site long-term bicycle stalls would require a substantial amount of area on a limited project site. In order to optimize the project area, we will be seeking an exemption to the required bicycle stalls.

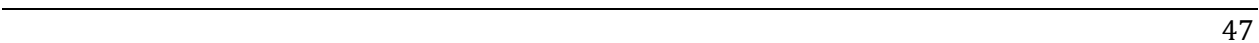
Question/Comment: What are the monthly rental rates for 30% and 60% AMI?

Response: For a 1-bedroom unit in the City and County of Honolulu, the maximum 2022 monthly rent is \$1,470 for 60% AMI or below and \$735 for 30% AMI or below. This monthly cost includes utilities. The State and County income limit and rent limit guidelines are based on the U.S. Department of Housing and Urban Development guidelines. Both limits, are updated annually by both HUD and State's allocating agency, Hawai'i Housing Finance and Development Corporation (HHFDC).

SECTION 8: PLANS AND POLICIES

8.1. STATE LAND USE CLASSIFICATION

The Project Site is located in the “Urban” district as classified by the State Land Use Law, HRS, Chapter 205. A State Land Use District Boundary Amendment is not needed to redevelop the Project as proposed. The proposed use of the Project Site for residential development would be consistent with the “Urban” designation. See **Figure 20: State Land Use**.



8.2. GENERAL PLAN

The City and County of Honolulu's General Plan is the policy document for the long-range development of the Island of O'ahu. The General Plan is a statement of general conditions to be sought in the 20-year planning horizon and policies to help direct the attainment of the plan's objectives. Specific General Plans and policies applicable to the proposed project are discussed below.

I. Population

Objective B - To establish a pattern of population distribution that will allow the people of O'ahu to live and work in harmony.

Policies:

(1) Facilitate the full development of the primary urban center.

Discussion: The proposed Project would have positive impacts on population policy objectives. The Project is located within the PUC and would create additional affordable housing units there. It would reduce physical growth and development in the urban-fringe areas resulting in the undesirable spreading of development.

III. Natural Environment

Objective A – To protect and preserve the natural environment.

Policies:

(1) Protect O'ahu's natural environment, especially the shoreline, valleys and ridges, from incompatible development.

(2) Seek the restoration of environmentally damaged areas and natural resources.

(3) Retain the Island's streams as scenic, aquatic and recreation resources.

(4) Require development projects to give due consideration to natural features such as slope, flood and erosion hazards, water-recharge areas, distinctive landforms and existing vegetation.

(6) Design surface drainage and flood-control systems in a manner which will help preserve their natural settings.

(7) Protect the natural environment from damaging levels of air, water and noise pollution.

(8) Protect plants, birds and other animals that are unique to the State of Hawai'i and the Island of O'ahu.

Discussion: The proposed Project will adhere to stringent BMPs during construction and operation to prevent impacts to surface and groundwater resources.

Objective B – To preserve and enhance the natural monuments and scenic views of O'ahu for the benefit of both residents and visitors.

Policies:

(2) Protect O'ahu's scenic views, especially those seen from highly developed and heavily traveled areas.

Discussion: The proposed Project is similar in height and design to neighboring buildings and would not inhibit O'ahu's scenic views. During construction, potential impacts to air quality will be minimized using industry BMPs and project phasing. The proposed action anticipates potential minor short-term impacts to the acoustic environment from construction activities. These would be temporary, and no long-term impacts are anticipated.

IV. Housing

Objective A – To provide decent housing for all the people of O'ahu at prices they can afford.

Policies:

(3) Encourage innovative residential development which will result in lower costs, added convenience and privacy and the more efficient use of street and utilities.

(8) Encourage and participate in joint public-private development of low- and moderate-income housing.

(12) Encourage the production and maintenance of affordable rental housing.

(13) Encourage the provision of affordable housing designed for the elderly and the handicapped.

Discussion: The proposed Project's primary purpose is to provide affordable housing to elderly citizens earning between 30 % to 60% AMI.

Objective B – To reduce speculation in land and housing.

Policies:

(1) Encourage the State government to coordinate its urban-area designations with the developmental policies of the City and County.

(4) Require government-subsidized housing to be delivered to appropriate purchases and renters.

(5) Prohibit the selling or renting of government-subsidized housing for large profits.

Discussion: The Applicant will work DPP to obtain exemptions under the City's 201H Program for the provision of 66 low-income rental units for senior citizens earning 30% to 60% AMI. The Applicant will further work with the applicable agencies on the appropriate financing and subsidies.

8.3. PRIMARY URBAN CENTER DEVELOPMENT PLAN

Supporting the *General Plan* (GP) for the City and County of Honolulu are the sustainable communities plans (SCPs) and development plans (DPs) for various regions of O'ahu. Each plan explains the role of the particular region in O'ahu's overall development pattern; the vision statement for the area; land use policies, principles and guidelines; public facilities and infrastructure policies and principles; implementation strategies; and maps of Open Space, Land Use and Public Utilities.

The Project Site falls within the *Primary Urban Center Development Plan* (PUC DP). The current PUC DP was adopted by the City Council via Ordinance No. 04-14 in June 2004 and is currently being updated. The plan was prepared as a community-developed guidance document for orderly and coordinated public and private sector development in the PUC DP area in a manner that is consistent with applicable general plan provisions, including the designation of the PUC as the principal region for future growth in residential population and jobs. The following sections highlight excerpts of the PUC DP that are particularly relevant to this Project (emphasis added).

Chapter 2: The Vision for the PUC's Future

- *Livable neighborhoods have business districts, parks and plazas, and walkable streets.*
- *The PUC offers in-town housing choices for people of all ages and incomes.*
- *A balanced transportation system provides excellent mobility for residents and visitors.*

Chapter 3: Land Use and Transportation

- **3.2.2.1 Promote mixed land uses.** *Office, retail, and community service uses can coexist with residential uses; and there are a number of opportunities for them to support each other. In traditional single-family neighborhoods, groupings of small stores provide convenient service and a place to meet neighbors. In the PUC's in-town neighborhoods, both residential and office development support retail and other services. Neighborhoods with a strong mix of uses have activity 24 hours a day. Residences providing "eyes on the street" contribute to neighborhood safety.*
- **3.2.2.4 Shopping and Retail Business Districts.** *District Commercial includes a wide variety of commercial uses located in the core areas of the Primary Urban Center. These districts typically have larger facilities and serve larger populations than community/neighborhood commercial districts. They may include major office buildings, shopping centers, and older commercial streets that serve a district-wide, regional or islandwide population. Mixed uses, including medium to higher density residential uses where appropriate, and higher densities are encouraged in these areas. Downtown should have the tallest buildings on O'ahu. In other areas, maximum building heights should be established on the basis of viewplane studies to preserve views of natural landmarks.*
- **3.3.2 Improve the feasibility of redeveloping small lots.** *Remove disincentives for townhouse and low-rise apartment development on smaller lots zoned for multi-family dwellings. This policy entails revising zoning regulations.*
- **3.3.2 Reduce costs for apartment homes.** *Reduce construction costs and promote low-rise buildings by allowing less expensive building construction types while maintaining health and safety. Reduce land costs by allowing greater dwelling unit density while limiting building volume consistent with promoting livable neighborhoods. This policy entails revising building and zoning regulations.*
- **3.3.2 Provide incentives and cost savings for affordable housing.** *Provide exemptions from zoning and building codes for housing projects that meet established standards of affordability, on a case-by-case basis.*
- **3.3.2 Provide for high-density housing options in mixed-use developments around transit stations.** *This type of "transit-oriented development" facilitates transit use and allows for increased densities without generating increased vehicular congestion.*

Discussion: The proposed Project would help fulfill the development vision set forth in the PUC DP. The proposed Project Site is near employment, shopping, restaurants, cultural, social, and recreational opportunities and reduces the need to drive. The Applicant will contribute to the supply of affordable rental units by supporting housing for senior residents below the 60% AMI range. The use of bus and rail transit, bicycling and walking will be encouraged by the Project's proximity to the future Chinatown and Downtown Rail Stations.

The Project Site is designated District Commercial as shown on **Figure 21: Primary Urban Center Development Plan Land Use Map**. The Project Site will provide a mixed use with higher density residential over ground floor commercial uses, consistent with this description of District Commercial.

The Public Infrastructure Map (PIM) for the Primary Urban Center notes a proposed roadway improvement on Bishop Street from Kukui Street to just mauka of Union Mall. No other proposed infrastructure improvements are planned that would affect the Project Site. See **Figure 22: Public Infrastructure Map** and **Figure 23: Supplemental Public Infrastructure Map** for clips of the Public Infrastructure Map (PIM) and Supplemental PIM.

The existing potable water, wastewater, storm drainage, roads, and power facilities have been analyzed and are described in **Section 6.1 Infrastructure**. The Project will utilize existing water, wastewater, power, telecommunication, and storm drainage connections and laterals to the site.

Figure 21: Primary Urban Center Development Plan Land Use Map

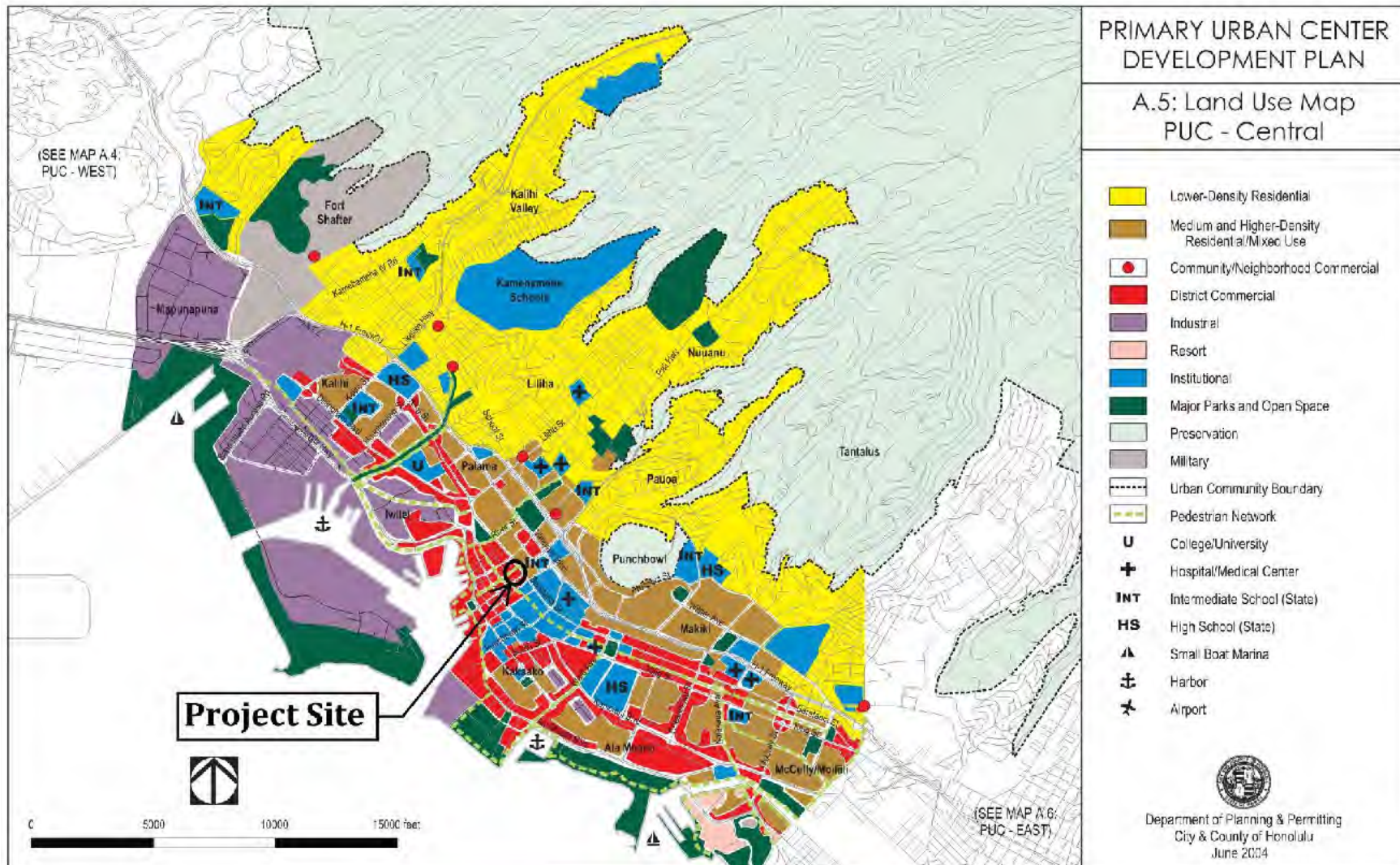


Figure 22: Public Infrastructure Map

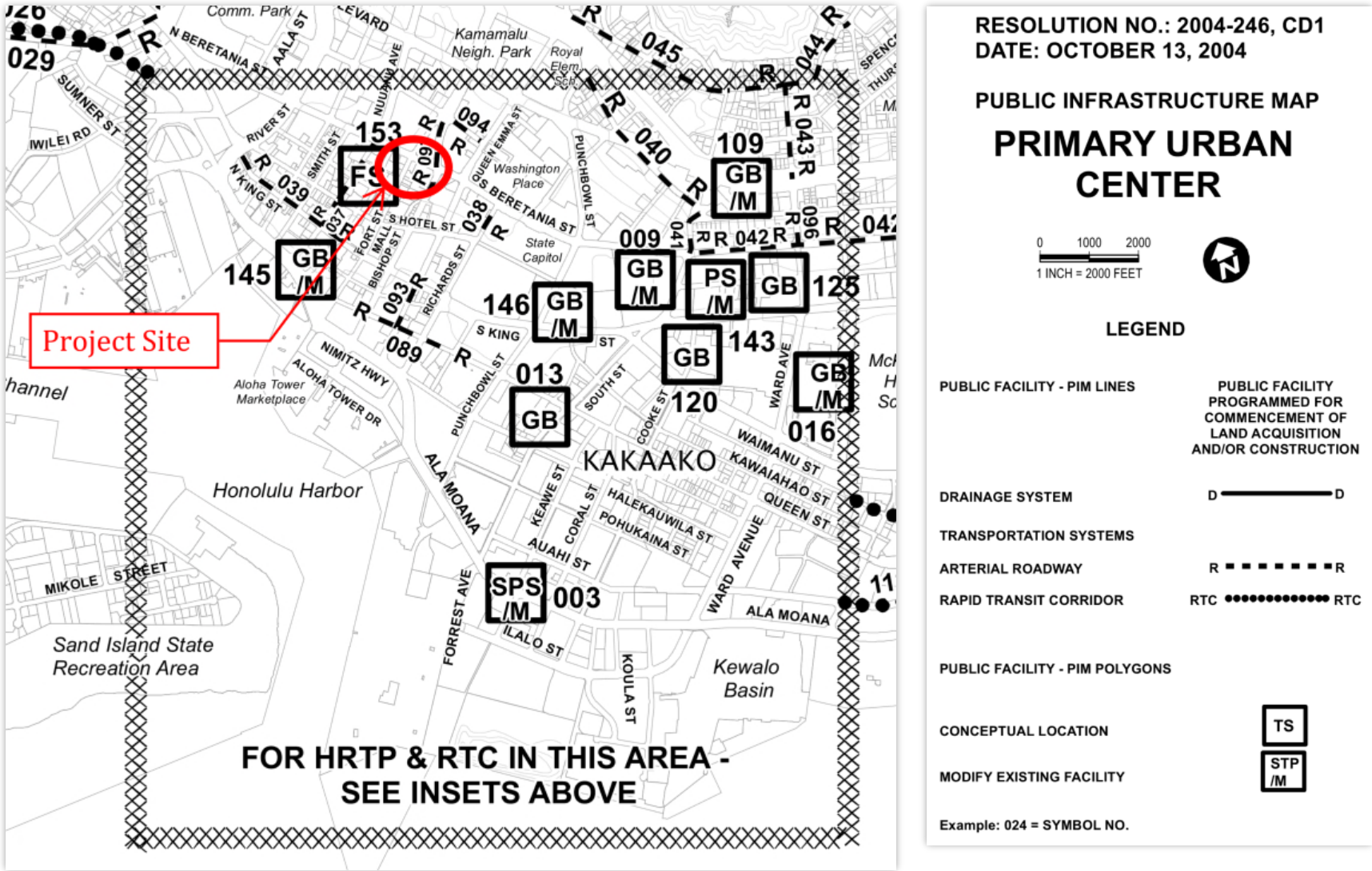
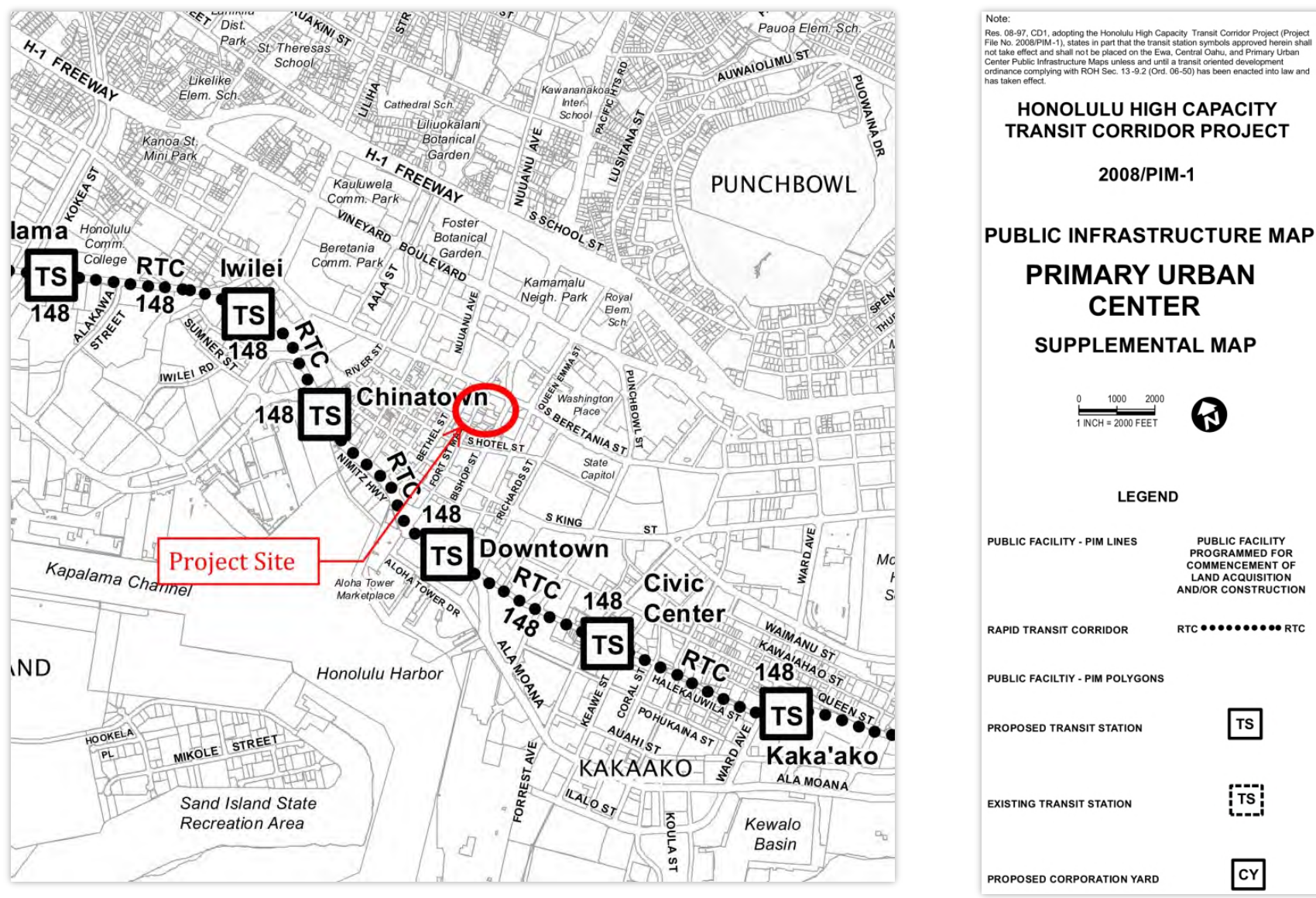


Figure 23: Supplemental Public Infrastructure Map



8.4. CITY AND COUNTY OF HONOLULU ZONING DISTRICT

The Project Site is zoned BMX-4 Central Business Mixed Use District by the Revised Ordinances of Honolulu (ROH), Chapter 21, “Land Use Ordinance” (LUO). **See Figure 24: City and County of Honolulu Zoning.**

The LUO regulates land use in a manner that encourages the orderly development in accordance with the General Plan and Development Plans. The intent of the BMX-4 District is to:

“set apart that portion of Honolulu which forms the city's center for financial, office and governmental activities and housing. It is intended for the downtown area and not intended for general application. It provides the highest land use intensity for commerce, business and housing.”

The residential housing and commercial uses of this project are permitted uses within the BMX-4 districts, per LUO, Sec. 21-3, Table 21-3, “Master Use Table”. The proposed use of the Project Site is consistent with the BMX-4 designation requirements in the LUO. See the table below for the development standards for BMX-4 districts as compared to the proposed project.

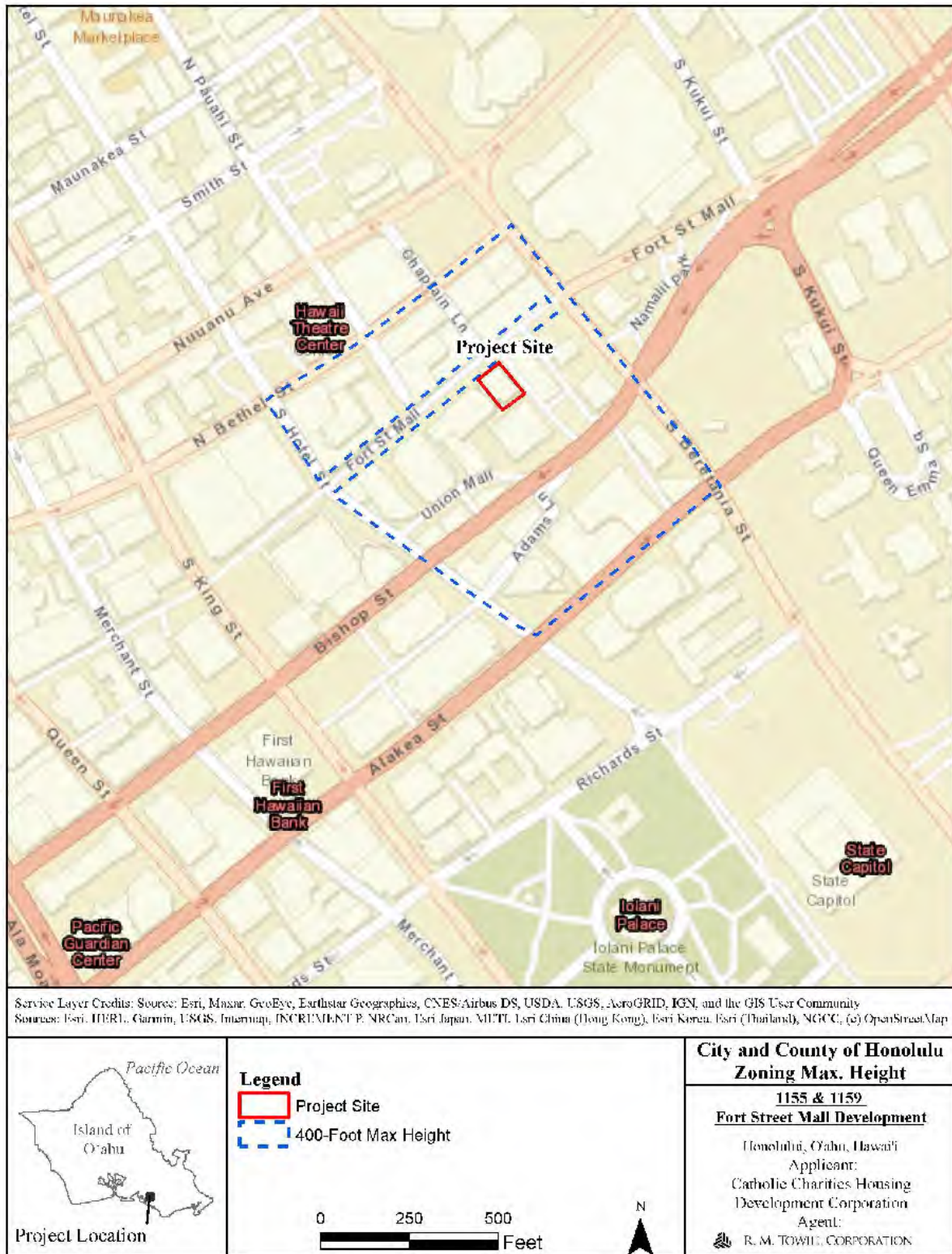
Table 10. City and County of Honolulu Development Standards

Development Standard		BMX-4 Development Standard	Proposed
Minimum Lot Area (sf)		5,000	6,900 sf
Minimum Lot Width and Depth (ft)		50 feet	69 feet wide and 100 feet deep
Yards (feet)	Front	5	0 feet
	Side and Rear	0	0 feet
Maximum Building Area (percent of zoning lot)		Not Regulated	100%
Maximum Density (FAR)		4.0	10.0 (requesting exemption)
Open Space Bonus	Available	Yes See Sec. 21-3.120-2(c)	N/A
	Max FAR	7.5	N/A
Maximum height (feet)		400 feet	173 feet
Height Setbacks		Per Sec. 21-3.120-2(c) (4) BMX-4 District Transitional Height Setback. Where a zoning lot adjoins a zoning lot in a residential, apartment, apartment mixed use or resort district, the height setback of the adjoining district will be applicable at the buildable area boundary line of the adjoining side of the BMX-4 lot (see Figure 21-3.5).	(4) N/A (5) Requesting exemption

Development Standard	BMX-4 Development Standard	Proposed
	(5) BMX-4 District Height Setback. For a minimum of 50 percent of any contiguous street frontage, no portion of a structure located on a lot adjacent to a street may exceed a height that is intersected by a plane over the buildable area that makes an angle of 65 degrees with the horizontal at ground elevation at the center line of the street (see Figure 21-3.9).	

sf = square-feet
ft = feet

Figure 25: City and County of Honolulu Zoning Maximum Height



8.5. DOWNTOWN NEIGHBORHOOD TRANSIT-ORIENTED DEVELOPMENT PLAN

The City has prepared neighborhood Transit-Oriented Development (TOD) plans that integrate land use and transportation planning around the rail stations in anticipation of the rail. These plans are intended to address opportunities for new development, including rehabilitation and adaptive reuse of existing buildings and assets, increased density and height limits in appropriate areas around the stations to leverage locational advantages, and a holistic plan for orderly growth and improved accessibility around the stations. The Downtown TOD Plan addresses land use, local transportation, public facilities and services, economics, infrastructure planning, and options for implementation around the three Downtown stations: Downtown, Chinatown, and Iwilei. The Honolulu City Council adopted the August 2017 version of the Downtown TOD Plan on September 6, 2017 as City Council Resolution No. 16-247, CD1, FD1.

The Project is located within Downtown Neighborhood TOD Plan and less than half a mile from the future Chinatown Rail Station and the future Downtown Rail Station. The plan's vision for the Downtown Station, Chinatown Station and neighborhood are as follows:

Downtown: *Downtown continues as the region's premier employment center, with Bishop Street and a revitalized Fort Street Mall providing mauka-makai connections between the station, Downtown offices, the historic Aloha Tower, and a revitalized Aloha Tower complex. The waterfront features a promenade that links uses and the stations, provides opportunities for new active uses, creates a segregated walking and biking path, and allows views of the waterfront.*

Chinatown: *The scale and character of historic buildings and historic Chinatown are maintained following rail's arrival, but transit access is improved, and key opportunities for development are pursued on parking lots along Nimitz Highway. An enhanced promenade along Nu'uuanu Stream creates a stronger open space link between the waterfront and Foster Botanic Garden and expanded places for gathering. New uses and public services accommodate the needs of seniors, children and families, and a multi-cultural community.*

The following sections discuss the Project's consistency with applicable recommendation in the Downtown Neighborhood TOD Plan (emphasis added).

Chapter 2. Land Use

2.2 Development Framework

Land Use Classification: Specific allowed uses will be regulated through a TOD Special District in the Land Use Ordinance, which will also reflect the building intensity and heights established in this plan.

Active Ground-Floor Frontage and Pedestrian-Oriented Design: The Plan seeks to create concentrated areas of vitality by identifying streets where "active" ground-floor frontages are required.

Building Intensity: Allowable intensities decline with distance from the station. In the Downtown Mixed Use designation, in exchange for additional publicly accessible open space, streets/connections, and/or affordable housing (beyond what is required), sites within the TOD Zone are eligible for building intensity bonuses

Building Heights - The tallest building heights will continue to be located in the Downtown core. Low building heights are shown in the Chinatown core and in the Capital District area, consistent with the existing requirements of those special districts.

Discussion: The Project Site has been designated as “Downtown Mixed Use.” See **Figure 26: Downtown TOD Plan Land Use Map**. The Downtown TOD Plan defines this designation as follows:

Intended to support Downtown and Chinatown's role as a center of regional importance, allowing a variety of uses in the central business district including: office, government, retail, and multi-family residential uses, as well as public/quasi-public facilities.

As a mixed-use development, the Project would comply with the uses appropriate for this designation. The existing Fort Street Mall directly fronting the site allows residents easy walkable access to goods and services in the vicinity.

As an affordable housing development, the Applicant will be requesting exemptions, including fee waivers/deferrals and exemptions from certain LUO requirements in order to support the conversion of the building from office to residential.

The Downtown TOD Plan allows a maximum building height of 400 feet tall. The proposed building will be less than 200-feet tall and well within the maximum building height recommendations.

2.3 Potential Development

TOD could result in approximately 6,500 additional housing units, which translates to 13,400 new residents based on the City's projections for future household size.

Discussion: The Downtown TOD Plan estimates that the development potential for the Downtown Station Area is 1,680 net new residential dwelling units. The Applicant will add 66 new rental dwelling units and 1 resident manager's unit to Honolulu's housing inventory, which aligns with goals in the Downtown TOD Plan.

2.4 Goals and Policies

Goals:

- *LU-G1: Develop vibrant mixed-use districts with a range of residential, shopping, employment, and cultural uses that provide activities during the day and evening and support rail transit ridership.*
- *LU-G3: Establish a contiguous pedestrian-oriented area within the corridor to enhance walkability and pedestrian comfort.*
- *LU-G7: Expand housing opportunities with a range of housing types—townhomes, mid-rise, and high-rise—to create a new mixed-income neighborhood in Iwilei with a full range of amenities and services, including parks and open space, a walkable street grid, and enhanced connectivity to the waterfront.*

Policies:

- *LU- P2: Allow and encourage residential development in all parts of Downtown to enable people to live closer to jobs, promote after hours street vitality, and make efficient use of resources such as parking.*
- *LU-P19: Residential, office, or hotel uses should include accessible and inviting lobbies, architectural features such as stoops or porticoes, or public plazas at the sidewalk.*

Discussion: The Project is consistent with the Land Use Goals and Policies specifically related to expanding affordable housing opportunities and creating a pedestrian-friendly environment, articulated in the Downtown TOD Plan. The Project is adjoining Fort Street Mall which provides pedestrian amenities for adjoining parcels.

Chapter 4. Urban Design Goals and Policies

4.4 Goals and Policies

Goals:

- *UD-G3: Create memorable and livable streets and streetscapes that promote identity and enhance pedestrian comfort and safety.*
- *UC-G4: Enable high-quality architecture and site plans that are well-integrated with public streets and enhance the livability of the districts.*
- *UD-G9: Design high quality open spaces and a public realm that is safe, accessible, and integrated into the existing community, balancing new high-density development.*
- *UD-G10: Improve access to a variety of transportation modes and opportunities for physical activity that enhances health and supports community members of all ages, lifestyles, income, and abilities.*

Policies

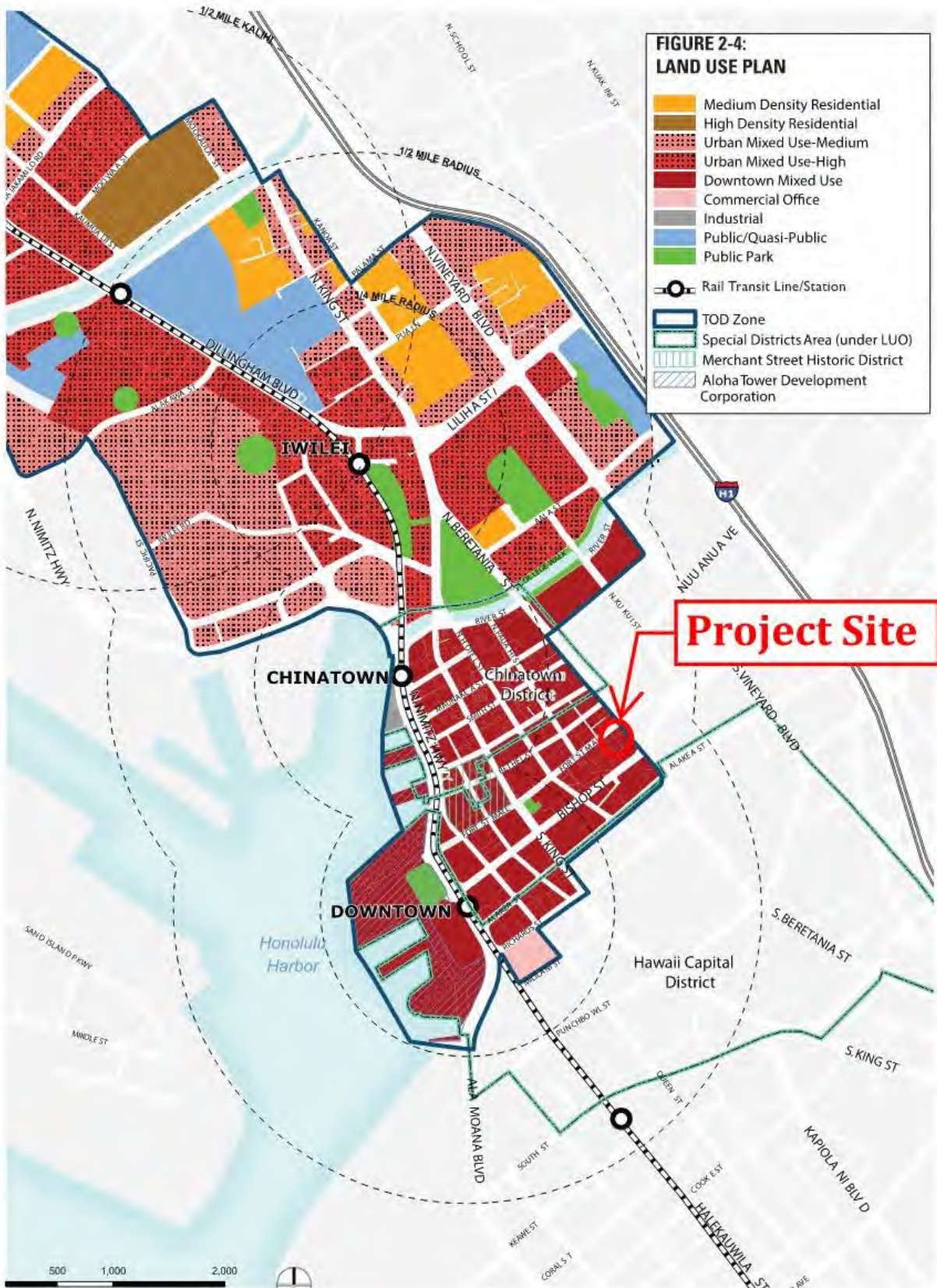
- *UD-P7: Scale development along pedestrian-oriented retail streets and pedestrian connections with fine-grained, highly articulated facades, changes in materials, ample fenestration, and visible entryways.*
- *UD-P12: Maintain a continuous street wall along public streets. Articulate building facades with three dimensional elements that create a visual play of light and shadow, including balconies, recesses, reveals, and brackets:*
 - *Maximize transparency of ground floor non-residential uses through large windows and architectural features.*
 - *On blocks where active frontage is required, limit the length of blank walls to 20 feet. Where active frontages are allowed, limit the length of blank walls to 60 feet. Use murals, public art, living walls, and landscaping where windows and articulation are not feasible.*
 - *Provide awnings, overhangs over the sidewalk, and arcades to enhance pedestrian comfort.*

- *Orient public entrances to face a public street or open space and ensure that they are visible and accessible from the street.*
- *UD-P13: Locate buildings close to the sidewalk in order to define the public realm and provide active uses next to the sidewalk. Buildings may be set back to allow for outdoor dining, plazas, or other active public spaces.*
- *UD-P32: Where possible, orient private open spaces, such as courtyards, balconies, and building entrances, toward open spaces to provide a transition between private and public activities and to increase safety*

Discussion: The Project will be designed to cohesively integrate into the surrounding vicinity and Fort Street Mall. The ground floor program and administrative uses will line full frontage on the Fort Street Mall side of the building.

The anticipated increased activity of the area by converting a vacant commercial building to a mixed-use residential building is anticipated to have positive effects on safety and crime in the vicinity.

Figure 26: Downtown TOD Plan Land Use Map



SECTION 9: SCHEDULE, BUDGET, AND OPERATION

9.1. DEVELOPMENT SCHEDULE

The Project's proposed development schedule is provided in the table below.

Table 11. Development Schedule

Item	Date
Entitlement (201H)	Sep 2022 - Feb 2023
Design	Feb 2023 - Dec 2024
LIHTC & Other Financing	Feb 2023 - June 2024
Construction	Jan 2025 - Oct 2026
Occupancy	Nov 2026 - Nov 2027

9.2. DEVELOPMENT COSTS

The Project's proposed development budget is provided in the table below.

Table 12. Development Budget

Development Budget (Uses)	Cost
Land Cost	<u>\$ 2,875,000</u>
Hard Costs	<u>\$ 24,055,000</u>
Permits & Fees	<u>\$ 318,000</u>
Entitlements	<u>\$ 300,000</u>
Architectural & Engineering	<u>\$ 1,894,000</u>
Legal	<u>\$ 150,000</u>
Project & Construction Management	<u>\$ 2,520,000</u>
Start-up	<u>\$ 20,000</u>
Contingency	<u>\$ 2,771,000</u>
Financing	<u>\$ 1,090,000</u>
Other	<u>\$ 10,000</u>
Total Project Costs	<u>\$ 36,003,000</u>

9.2.1. Financing

A summary of potential financing sources is provided in the table below.

Table 13. Financing Sources

Sources (At Construction)	Cost
Construction Loan	\$11,053,000
LIHTC Equity*	\$24,950,000
Total	\$36,003,000
Sources (At Completion)	Cost
Permanent Loan	\$3,203,000
LIHTC Equity*	\$24,950,000
RCCH Administrative Space Paydown	\$7,850,000
Total	\$36,003,000
* LIHTC Equity may be offset with Rental Housing Trust Fund	

9.2.2. Operating Subsidies

The following subsidies have been awarded or are being contemplated.

- Property Tax Exemption
- GET Tax Exemption on affordable units
- GET Tax Exemption on Construction Costs

9.3. RENTAL RATES AND MONTHLY UTILITY COSTS

The Project will provide 66 low-income rental units for families earning up to 60% of the Area Median Income (AMI). The Project will designate 10% (7 units) of the total low-income rental units for families earning up to 30% AMI. The 2022 maximum allowance for monthly rentals at the 30% and 60% AMI categories is provided in the following table. The maximum monthly rental includes the monthly utilities.

Table 14. Proposed Monthly Rental Rates

Target Affordability	Unit	Monthly Rental
30% AMI	1 Bedroom	\$735
60% AMI	1 Bedroom	\$1,470

Maximum 2022 income by household to qualify for the two AMI categories is provided in the following table.

Table 15. Annual Income Limits by Family Size

AMI	1 Person	2 Person
30% AMI	\$27,450	\$31,350
60% AMI	\$54,900	\$62,700

The allowance rent and income limits for 30% and 60% AMI provided in the tables above were derived from tables published by HHFDC based on HUD income limits and U.S. Census Bureau data in 2022. Maximum allowance for rental units and Maximum income by household to qualify are updated by HUD annually.

The City DPP publishes income guidelines and maximum rents for households between 80% AMI and 140% AMI. The Project's affordable units are below this range; thus, HHFDC guidelines were utilized.

9.4. PROJECT MANAGEMENT PLAN

A management plan is provided in **Appendix. 10: Project Management Plan**.

9.5. APPLICANT BACKGROUND AND EXPERIENCE

9.5.1. Organization Overview

Catholic Charities Hawai'i (CCH) is a non-profit organization incorporated in 1947, and shares in the social mission of the Church by assisting families and communities in Hawai'i. CCH provides a wide range of social services with dignity, compassion, social justice, and a commitment to excellence. Through programs and advocacy efforts, CCH serves all people, especially those with the greatest need, regardless of their faith or culture. Today, CCH is one of the largest social service providers in the State of Hawai'i, with over 300 staff on O'ahu, Kaua'i, Maui, and Hawai'i Island, that serve approximately 40,000 individuals each year. CCH operates more than 40 programs in four (4) divisions, each with expertise to serve distinct populations.

In 1999, Catholic Charities Housing Development Corporation (CCHDC), an independent 501(c)(3) nonprofit corporation operating as a subsidiary of CCH, was formed to help deal with the increasing need for affordable housing in Hawai'i. CCHDC was initially created to address the challenges faced by CCH clients having difficulty transitioning from housing shelters to permanent affordable housing. However, throughout the years, CCHDC has evolved to own, develop, and manage real estate properties in Hawai'i to provide affordable housing for the elderly, individuals with special needs, and those socially or economically disadvantaged.

CCHDC has 10+ years of experience in developing affordable housing projects in the State and has become a premier non-profit developer and owner of more than 450 units.

CCHDC's first affordable project is a 300-unit senior housing project located in central O'ahu; first phase was completed in 2017 with 75 1-bedroom units serving 30-50% AMI. Phase II was completed in 2018, plus an outdoor community pavilion located in the center of the property for tenants to enjoy; Phase III completed in 2020, and Phase IV is projected to deliver the last 75 units at the end of 2023; the last three phases of the project expanded the Area Medium Income range from 30% to 60%. Project has rooftop and carport Photovoltaic (PV) system to provide air conditioning and hot water heating for unit and common area uses. CCH provides case management services in each building

CCHDC's second affordable senior housing project, Kahului Lani, is located in the County of Maui, built in two phases with 165 1-bedrrom units total in two 6-story buildings, completed within 2 years' time; Phase I completed in May 2020 and Phase II completed in November 2021. Units, offices, and tenant function rooms come with split air conditioning and solar hot water heating, both powered by carport photovoltaic (PV) system. CCH provides case management services in each building. The location of the property is centrally located and across the way from the soon to be re-developed Kahului Civic Center and a brand-new bus terminal. Kahului Lani also received local government support with the County of Maui via Residential Workforce Housing Agreement which provided credits to offset a portion of the development cost.

CCHDC's third project, Hale Pilina, located in Kahului, Maui, Phase I will break ground in Q12023. Phase I will provide 88 1-bedroom and 2-bedroom units, and Phase II, another 90 units. Hale Pilina will be CCHDC's first multi-family project. Project will be funded by Federal and State Low Income Housing Tax Credits, State Rental Housing Revolving Fund, County of Maui Affordable Housing Fund (AHP), and County of Maui Residential Workforce Housing Credits. CCH will provide case management services.



9.5.2. Affordable Housing Project Experience

CCHDC has a total of 777 residential units currently constructed or in the pipeline on O'ahu and Maui. Three of these projects are highlighted in the following section, Meheula Vista, Kahului Lani, and Hale Pilina. These projects include occupied dwelling units, dwelling units under construction, and future planned units. A summary of these projects are provided in the following pages.

Project #1 – Meheula Vista



Project Type (Family, Senior, Special Needs, etc.):	Senior
Project Location:	95-1060 Lehiwa Drive, Mililani, HI 96789
Affordability Program(s) Utilized (LIHTC, Project-based Section 8, etc.):	LIHTC, RHRF
Number of Units by Affordability Restriction (50% of HUD AMI, 60% of HUD AMI, etc.):	28 units at 30% AMI 199 units at 50% AMI 73 units at 60% AMI Total: 300 units
Project Type (Townhouse, Garden Apartment, High Rise, etc.):	Four (4) three-story apartment building
Construction Cost:	\$75,000,000

Project #2 – Kahului Lani	
	
Project Type (Family, Senior, Special Needs, etc.):	Senior
Project Location:	65 & 67 School Street, Kahului, Maui
Affordability Program(s) Utilized (LIHTC, Project- based Section 8, etc.):	LIHTC, RHRF, HMMF
Number of Units by Affordability Restriction (50% of HUD AMI, 60% of HUD AMI, etc.):	16 at 30% AMI 16 at 50% AMI 133 at 60% AMI Total: 165 units
Project Type (Townhouse, Garden Apartment, High Rise, etc.):	Two (2) Six-Story Apartment Building
Construction Cost:	\$72,000,000

Project #3 – Hale Pilina



Project Type (Family, Senior, Special Needs, etc.):	Senior (Phase I to be completed Q42024)	
Project Location:	150 South Pu'unēnē Avenue, Kahului, Maui	
Affordability Program(s) Utilized (LIHTC, Project-based Section 8, etc.):	LIHTC, RHRF	
Number of Units by Affordability Restriction (50% of HUD AMI, 60% of HUD AMI, etc.):	<u>Phase I (88 units)</u> 9 units at 30% AMI 9 units at 50% AMI 70 units at 60% AMI Total: 178 units	<u>Phase II (90 units)</u> 30-60% AMI
Project Type (Townhouse, Garden Apartment, High Rise, etc.):	Four (4) three-story apartment building	
Estimated Construction Cost:	\$85,000,000	

A summary of CCHDC's past and current projects are provided in the table below.

Table 16. Past Project Summary

Property - O'ahu	Type	Occupied	Construction	Planning	Total
Weinberg Hale Hoaloha	Family	12			
Hale Aloha	Family	12			
Mā'ili Land	Family	44			
Meheula Vista - Phase 1	Senior	75			
Meheula Vista - Phase 2	Senior	75			
Meheula Vista - Phase 3	Senior	75			
Meheula Vista - Phase 4	Senior		75		
Fort Street Mall	Senior			66	
Property - Maui	Type	Occupied	Construction	Planning	Total
Kahului Lani - Phase 1	Senior	82			
Kahului Lani - Phase 2	Senior	83			
Hale Pilina - Phase 1 & 2	Family		88	90	
Total		458	163	156	777

9.5.3. Project Team

An experienced development and management team will be working towards bringing this project to fruition. Three of the key members, Robert Van Tassell, Michael Magaoay, and Christine Camp, information is provided in the following table.

Table 17. Project Team Background

Name	Title	Company
Robert Van Tassell	President & CEO	Catholic Charities Hawai'i
Robert Van Tassell is a leader with more than 20 years of experience in affordable housing development and operations. Prior to joining CCH, Van Tassell served as vice president of Catholic Housing Services of Western Washington, where he oversaw the housing and community		

development for the third largest housing developer in the state. In this role, he has led the development of over 30 housing projects, which now serves nearly 10,000 residents in homeless, low-income, special needs, family, farmworker and senior housing developments.

A collaborative leader, Van Tassell helped to establish the Communities of Concern Commission to focus on asset creation and community development of underserved populations throughout Washington. He also helped found the Catholic Collaboration Center within Catholic Housing Services to bring together Catholic institutions, community-based organizations, parishes and public agencies to create opportunities for poor communities to break the cycle of poverty.

Van Tassell's past experience also includes positions within the private sector, including Housing Developer for Beacon Development Group, Executive Vice President of Perspective Portals and Associated Consultant for Gunn Partners, among others.

Active in community and professional organizations, Van Tassell currently serves on the Housing Community of Practice Coordinating Committee for Catholic Charities USA and on the boards of the Housing Development Consortium and F.A.M.E. / Equity Alliance of Washington. He received the 2019 Friend of Housing Award at the Washington State Housing Conference and the 2017 Award for Housing Innovation, Creativity and Compassion from Impact Capital.

Van Tassell holds a bachelor's degree in business administration from the University of Washington.

Name	Title	Company
Michael Magaoay	Board President	Catholic Charities Housing Development Corporation

Michael Magaoay has forty plus years of experience in various engineering disciplines and has held leadership and managerial positions of various scope and responsibilities: as Chief Electrical Engineer-Estimator/Project Manager with electrical contractors; as Director of Engineering and Sales for a mainland electrical contractor; and as Manager/Chief Engineer of Facilities and Building Services of a local hospital, supervising over 100 employees. Extensive experience in electrical engineering design, cost estimates, construction/maintenance management, human resources/manpower management, organizational planning, procurement/service contracts, and quality control. Michael also served as a House of Representative for District 46 for ten years.

During Michael's tenure on the Board of Catholic Charities Development Corporation, the organization has increased its development pipeline and completed several large-scale affordable housing projects on O'ahu and Maui.

Michael is a graduate of University of Hawai'i at Manoa, College of Engineering, and is active in numerous community organizations, professional associations, and serve on the board of directors of Mililani Town Association, Public Schools of Hawai'i Foundation, and March of Dimes.

Name	Title	Company
Christine Camp	President & CEO	Avalon Group
<p>Christine Camp is the president & CEO of Avalon Group, a real estate development and brokerage services firm she founded in 1999.</p> <p>With over 30 years of industry experience and leadership, Christine has gained recognition as an expert in real estate and finance issues. Her insights are frequently solicited and quoted by local and national publications, and she has been a speaker at various media and industry groups. She was vice president of Development and Acquisition for A&B Properties (NYSE: ALEX) and senior project coordinator for the Planning & Engineering division of Castle & Cooke.</p> <p>Christine is highly visible and active in the community. She previously served as chairwoman of the Honolulu Chamber of Commerce, chair of the Honolulu Police Commission, and president of the Hawai'i Developers Council. She is currently on the board of Central Pacific Bank and its parent company Central Pacific Financial, the Diamond Head Theatre and Blue Planet Foundation. Amongst her many accomplishments include having being named YMCA Women Leader, 40-Under 40 Community Leader of the Year, and Building Industry's developer of the year.</p> <p>Christine received a degree in finance and business administration from Hawai'i Pacific University, is a licensed real estate broker and is a Certified Commercial Investment Manager (CCIM).</p>		

9.6. DEVELOPMENT AGREEMENT

A draft development agreement will be submitted to DPP once the City Council votes on the Project.

SECTION 10: REFERENCES

- Austin, Tsutsumi & Associates, Inc. Traffic Assessment for 1155 & 1159 Fort Street Mall. August 18, 2022.
- City and County of Honolulu, Department of Planning and Permitting. Income Guidelines and Maximum Rents. Effective July 11, 2022.
- Hawai'i Housing Finance Development Corporation. Income Schedule and Affordable Rent Guidelines. Revised 2022
- City and County of Honolulu, Planning Department. Land Use Ordinance. Revised June 1, 2021.
- Dempsey Pacific, Inc. Preliminary Engineering Report for proposed mixed-use high-rise redevelopment for 1155 & 1159 Fort Street Mall. August 17, 2022.
- Englekirk Structural Engineers. 1155 & 1159 Fort Street Mall Preliminary Wind Study. July 26, 2022.
- Federal Emergency Management Agency. Flood Insurance Rate Map, Map Number 15003C0362G. January 19, 2011.
- Keala Pono Archaeological Consulting, LLC. Preliminary Draft – Archaeological Inventory Survey for 1155 & 1159 Fort Street Mall, Honolulu Ahupua'a, Honolulu (Kona) District, Island of O'ahu, Hawai'i. August 2022.
- Mason Architects, Inc. Reconnaissance Level Survey Report for 1157 and 1159 Fort Street Mall. August 2022.
- State of Hawai'i, Department of Health – Clean Water Branch. 2018 State of Hawai'i Water Quality Monitoring and Assessment Report: Integrated Report to the U.S. Environmental Protection Agency and the U.S. Congress Pursuant to §303(d) and §305(b), Clean Water Act (P.L. 97-117). 2018.
- United States Department of Justice, 2010 ADA Standards for Accessible Design. September 15, 2010
- U.S. Department of Agriculture, Natural Resource Conservation Service. Soil Conservation Service, in cooperation with the University of Hawai'i Agricultural Experiment Station. Soil Survey of the Islands of Kaua'i, O'ahu, Maui, Molokai, and Lanai, State of Hawai'i. 1972.

Appendix 1

Land Use Permit Division Master Application

**CITY AND COUNTY OF HONOLULU
DEPARTMENT OF PLANNING & PERMITTING**
650 South King Street, 7th Floor
Honolulu, Hawaii 96813

LAND USE PERMITS DIVISION MASTER APPLICATION FORM

Additional data, drawings/plans, and fee requirements are listed on a separate sheet titled "Application Instructions." **PLEASE ASK FOR THESE INSTRUCTIONS.**

All specified materials described in the "Instructions for Filing" and required fees must accompany this form; incomplete applications will delay processing. You are encouraged to consult with Zoning Division staff in completing the application. Please call the appropriate phone number given in the "Instructions for Filing."

Please print legibly or type the required information.

SUBMITTED FEE: \$ _____

PERMIT/APPROVAL REQUESTED (Check one or more as appropriate):

Cluster: <input type="checkbox"/> Agricultural <input type="checkbox"/> Country <input type="checkbox"/> Housing Conditional Use Permit: <input type="checkbox"/> Minor <input type="checkbox"/> Major <input type="checkbox"/> Existing Use: _____ (Indicate Type of Use) Environmental Document: <input type="checkbox"/> Environmental Impact Statement <input type="checkbox"/> Environmental Assessment <input type="checkbox"/> Supplemental <input type="checkbox"/> Minor Shoreline Structure	<input type="checkbox"/> Modify Approved Permit: _____ (Indicate Reference File No.) <input type="checkbox"/> Plan Review Use Planned Development: <input type="checkbox"/> Housing <input type="checkbox"/> Commercial (WSD Only) <input type="checkbox"/> Resort (WSD Only) <input type="checkbox"/> Interim Planned Development (IPD-T) <input type="checkbox"/> Shoreline Setback Variance Special District Permit: <input type="checkbox"/> Minor <input type="checkbox"/> Major _____ (Indicate District) <input type="checkbox"/> Downtown Height >350 Feet	Special Management Area Use Permit: <input type="checkbox"/> Minor <input type="checkbox"/> Major <input type="checkbox"/> Temporary Use Approval <input type="checkbox"/> Variance from LUO Section(s): _____ <input type="checkbox"/> Waiver from LUO Section(s): _____ <input type="checkbox"/> Zoning Adjustment, LUO Section(s): _____ <input checked="" type="checkbox"/> HRS Section 201H-38 Project
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TAX MAP KEY(S): (1) 2-1-010: 033 & 034

LOT AREA: 6,900 square-feet

ZONING DISTRICT(S): BMX-4

STATE LAND USE DISTRICT: Urban

STREET ADDRESS/LOCATION OF PROPERTY: 1155 and 1159 Fort Street Mall, Honolulu, Hawaii 96813

RECORDED FEE OWNER:

Name (& title, if any) Roman Catholic Church in the State of Hawaii

Mailing Address 1184 Bishop Street

Honolulu, Hawaii 96813

Phone Number 808 585-3330

Signature [Signature]

PRESENT USE(S) OF PROPERTY/BUILDING:

Existing vacant 2-story building that was previously used for commercial, social, and office uses.

PROJECT NAME (if any): Fort Street Mall Affordable Senior

Rental Housing

APPLICANT:

Name Catholic Charities Housing Development Corporation

Mailing Address 1822 Keeaumoku Street

Honolulu, Hawaii 96822

Phone Number (808) 745-4260

Signature [Signature]

AUTHORIZED AGENT/CONTACT PERSON:

Name Isaiah Sato, R.M. Towill Corporation

Mailing Address 2024 N. King Street, Suite 200

Honolulu, Hawaii 96819

Phone Number (808) 842-1133

E-mail isaiahs@rmtowill.com

Signature Isaiah Sato

REQUEST/PROPOSAL (Briefly describe the nature of the request, proposed activity or project):

The Applicant proposes to develop a mixed-use development with 66 affordable senior rental units, 1 resident manager's unit and roughly 15,000 square-feet of program and administrative space. The conceptual design includes a 17-story building with 3 levels of program and administrative uses, 1 level of amenities/residential, and 13 levels of residential. The project's affordable units will be reserved for seniors at 60% Area Median Income (AMI) and below, with a portion restricted at 30% AMI or below.

POSSE JOB NO. _____

Appendix 2

Site Deeds



R-157

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

NOV 18, 2011 08:01 AM

Doc No(s) 2011-193622

/s/ NICKI ANN THOMPSON
REGISTRAR
CONVEYANCE TAX: \$3000.00

20 1/1 Z1

LAND COURT SYSTEM

AFTER RECORDATION, RETURN TO:

Roman Catholic Church in the State of
Hawaii
1184 Bishop St
Honolulu, HI 96813

REGULAR SYSTEM

RETURN BY: MAIL ☐ PICKUP ☐TG: 201143685 -S
TGE: T11015916
Barbara Paulo
BST

Total pages: 8

Tax Map Key No. 1/2-2-1-010:033

LIMITED WARRANTY DEED

THIS LIMITED WARRANTY DEED, made this 18th day of November, 2011, by **SUM CHONG, LIMITED**, a Hawaii corporation, hereinafter called the "Grantor", in favor of **ROMAN CATHOLIC CHURCH IN THE STATE OF HAWAII**, a Hawaii nonprofit corporation, whose address is **1184 Bishop Street, Honolulu, Hawaii 96813**, hereinafter called the "Grantee", --

WITNESSETH THAT:

The Grantor, in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged by the Grantor, does hereby grant, bargain, sell and convey unto the Grantee, in fee simple, all of the property more particularly described in Exhibit A attached hereto and made a part hereof;

And the reversions, remainders, rents, issues and profits thereof and all of the estate, right, title and interest of the Grantor, both at law and in equity, therein and thereto;

TO HAVE AND TO HOLD the same, together with all buildings, improvements, rights, easements, privileges and appurtenances thereon and thereunto belonging or appertaining or held and enjoyed therewith, unto the Grantee according to the tenancy hereinafter set forth, forever.

The Grantor does hereby covenant and agree with the Grantee that the Grantor has full power and authority to sell and convey the property described in said Exhibit A and that Grantor has not done or suffered any act of thing whereby said property is encumbered and that the same is free and clear of and from all encumbrances made or suffered by the Grantor other than the encumbrances mentioned in said Exhibit A (if any) and the lien for real property taxes not yet due and payable and that the Grantor will WARRANT and DEFEND the same unto the Grantee and the Grantee's successors and assigns, forever, against the lawful claims and demands of all persons claiming by, through or under Grantor, except as set forth herein.

This conveyance and the warranties of the Grantor are expressly declared to be in favor of the Grantee, as **tenant in severalty**, its successors and assigns.

The Grantee acknowledges that Grantor has not made any representations or warranties, express or implied, regarding any aspect of the property described in Exhibit A, including, but not limited to, condition, repair, fitness, suitability, or compliance with applicable laws and regulations merchantability. Grantee is acquiring the property described in Exhibit A in its existing "**AS IS, WHERE IS**" condition with all faults, if any. Grantee assumes and releases and agrees to indemnify Grantor with respect to all risks associated with the property described in Exhibit A other than matters shown to have been actually known to Grantor prior to the date hereof and not previously disclosed by Grantor to Grantee in writing.

The Grantee hereby accepts the property described in Exhibit A.

The rights and obligations of the Grantor and the Grantee shall be binding upon and inure to the benefit of their respective heirs, devisees, personal representatives, successors and assigns. All obligations undertaken by two or more persons shall be deemed to be joint and several unless a contrary intention is clearly expressed elsewhere herein.

The parties hereto agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

IN WITNESS WHEREOF, the Grantor and the Grantee have executed these presents on the day and year first above written.

[The remainder of this page is intentionally left blank - signature pages follow]

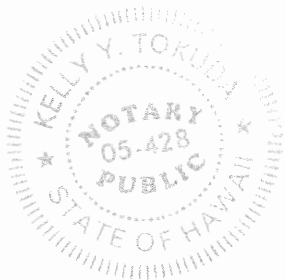
SUM CHONG, LIMITED

By Stephen Chong
Stephen chong
Its Treasurer

Grantor

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

On NOV 15 2011, before me personally appeared Stephen Chong, to me personally known, 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 shown, having been duly authorized to execute such instrument in such capacity.



Kelly Y. Tokuda
Print Name: Kelly Y. Tokuda
Notary Public, State of Hawaii
My Commission Expires: July 10, 2013

NOTARY CERTIFICATION

Document Description: LIMITED WARRANTY DEED

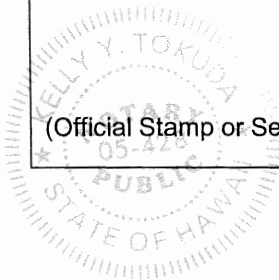
Document Date: undated at signing No. of Pages: 8

First Judicial Circuit

Kelly Y. Tokuda
Signature of Notary

Kelly Y. Tokuda
Printed Name of Notary

(Official Stamp or Seal)



By Clarence Silva
CLARENCE SILVA
Its PRESIDENT

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

Karen B. Kung 9.7
Print Name: Karen B. Kung
Notary Public, State of Hawaii

EXHIBIT A

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Grant Number 881 to Henry Rhodes and Royal Patent Grant Number 1100 to the Trustees of Second Foreign Church and Congregation) situate, lying and being on the southeasterly side of Fort Street, between Hotel and Beretania Streets, City and County of Honolulu, State of Hawaii, being LOT 2, and thus bounded and described:

Beginning at a "+" cut in concrete sidewalk at the west corner of this piece of land, the north corner of Lot 1 and on the southeasterly side of Fort Street, the coordinates of said point of beginning referred to Government Survey Triangulation Station "MOSSMAN" being 28.90 feet north and 1,019.54 feet east, and running by true azimuths measured clockwise from South:

1. 231° 15' 24.00 feet along the southeasterly side of Fort Street to a "+" cut on concrete sidewalk;
2. 321° 15' 100.00 feet along Lot 3 to a "+" cut on concrete sidewalk;
3. 51° 15' 24.00 feet along Easement B to a pipe;
4. 141° 15' 100.00 feet along Lot 1 to the point of beginning and containing an area of 2,400 square feet, more or less.

TOGETHER WITH easements or rights of way over, across, along and upon the following described easements:

EASEMENT C

Beginning at a pipe at the south corner of this piece of land, the south corner of Lot 1 and west corner of Easement B, and running by true azimuths measured clockwise from South:

1. 141° 00' 10.00 feet;
2. 231° 15' 126.74 feet;
3. 321° 15' 10.00 feet along Easement D to a pipe;
4. 51° 15' 126.70 feet along Easement B to the point of beginning and containing an area of 1,267 square feet, more or less.

EASEMENTS E, F, G AND H

Beginning at a "+" cut on concrete walk at the south corner of this piece of land, the south corner of Lot 3 and the east corner of Lot 2, and running by true azimuths measured clockwise from South:

1. 141° 15' 10.00 feet along Easement D;
2. 231° 15' 76.32 feet;
3. 320° 44' 10.00 feet to a pipe;
4. 51° 15' 76.41 feet along Easement B to the point of beginning and containing an area of 763 square feet, more or less.

EASEMENT B

Beginning at a pipe at the west corner of this piece of land and the south corner of Lot 1, the coordinates of said point of beginning referred to Government Survey Triangulation Station "MOSSMAN" being 128.33 feet south and 983.32 feet east, and running by azimuths measured clockwise from true South:

1. 231° 15' 227.11 feet along Easements C, D, E, F, G and H to a pipe;
2. 320° 44' 10.00 feet to a pipe;
3. 51° 15' 227.16 feet to a pipe;
4. 141° 00' 10.00 feet to the point of beginning and containing an area of 2,271 square feet, more or less.

EASEMENT A

Beginning at an "→" cut on concrete sidewalk at the southeast corner of this piece of land and on the northerly side of Union Street, the coordinates of said point of beginning referred to Government Survey Triangulation Station "MOSSMAN" being 203.81 feet south and 1,130.38 feet east, and running by true azimuths measured clockwise from South:

1. 88° 18' 30" 18.80 feet along the northerly side of Union Street to a "+" cut on concrete sidewalk;
2. 141° 15' 114.54 feet to a pipe;
Thence on a curve to the left with a radius of 15.00 feet, the azimuth and distance of the chord being:
3. 96° 15' 21.21 feet to a pipe;
4. 231° 15' 45.00 feet along Easement B;
Thence on a curve to the left with a radius of 15.00 feet, the azimuth and distance of the chord being:
5. 6° 15' 21.21 feet to a "+" cut on concrete walk;
6. 221° 15' 125.87 feet to the point of beginning and containing an area of 2,124 square feet, more or less.

Being the premises acquired by SUM CHONG, LIMITED, a Hawaii corporation, from SUM CHONG, also known as CHONG SUM, and CHUN SHEE CHONG, also known as CHONG CHUN SHEE, husband and wife, by Deed dated January 27, 1950, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 2314 at page 297.

SUBJECT, HOWEVER, to the following:

1. Mineral and water rights of any nature in favor of the State of Hawaii.
2. Excepting and reserving, however, unto The Sisters of the Sacred Hearts, as an appurtenance to all of the land owned by said The Sisters of the Sacred Hearts on September 1, 1937, abutting upon the parcel of land, ten feet in width, hereinafter particularly described and designated as

Easement "B", a perpetual easement or right of way over, across, along and upon that portion of said "Lot 2" particularly described as follows, which is hereby designated and hereinafter referred to as "Easement D", said easement being more particularly described as follows:

Beginning at a pipe at the south corner of this parcel of land, the south corner of Lot 2 and the east corner of Lot 1, and running by true azimuths measured clockwise from South:

1. 141° 15' 10.00 feet along Easement C;
2. 231° 15' 24.00 feet;
3. 321° 15' 10.00 feet along Easement E to a "+" cut on concrete walk;
4. 51° 15' 24.00 feet along Easement B to the point of beginning and containing an area of 240 square feet, more or less.

3. The terms and provisions contained in that certain Deed dated October 1, 1937, recorded as aforesaid in Liber 1445 at page 449.

4. The terms and provisions contained in that certain Party Wall Agreement dated October 25, 1937, made by SIDNEY SPITZER and LEE YONG MING, recorded as aforesaid in Liber 1449 at page 357.

5. Any unrecorded leases and matters arising from or affecting the above described real property.

End of Exhibit A



R-170 STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
DEC 19, 2007 08:01 AM
Doc No(s) 2007-217534



/s/ CARL T. WATANABE
REGISTRAR OF CONVEYANCES

CTax (30): \$7500.00

20 1/1 Z8

LAND COURT

REGULAR SYSTEM

AFTER RECORDATION, RETURN BY: MAIL (X) PICK-UP ()

Father Marc Alexander
Roman Catholic Church In The State Of Hawaii
1184 Bishop Street
Honolulu, Hawaii 96813

TG: 200738959 — S
TGE: A7-101-5525

Barbara Paulo

Total No. of Pages: 12

TMK No.: (1) 2-1-010-034

WARRANTY DEED

KNOW ALL BY THESE PRESENTS:

That CHUN KIM CHOW, LIMITED, a Hawaii corporation, whose post office address is at P.O. Box 1578, Honolulu, Hawaii 96806 (the "**Grantor**"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid to Grantor by ROMAN CATHOLIC CHURCH IN THE STATE OF HAWAII, a Hawaii nonprofit corporation, whose post office address is at 1184 Bishop Street, Honolulu, Hawaii 96813 (the "**Grantee**"), receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey unto said Grantee, as Tenant in Severalty, absolutely and in fee simple:

All of that certain real property more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference (the "**Property**").

And the reversions, remainders, rents, issues and profits thereof and all of the estate, right, title and interest of Grantor, both at law and in equity, therein and thereto.

TO HAVE AND TO HOLD the same, together with all buildings, improvements, tenements, hereditaments, rights, easements, privileges and appurtenances thereunto belonging or appertaining or held and enjoyed therewith unto said Grantee as aforesaid, absolutely and forever.

And Grantor, in consideration of the premises, does hereby covenant and agree to and with said Grantee that Grantor is lawfully seised of the property described in **Exhibit "A"** for an estate in fee simple and Grantor's title thereto is free and clear of and from all encumbrances other than (1) real property taxes assessed for the current fiscal year, which are to be prorated between the Grantor and Grantee as of the date of delivery hereof, and (2) those more particularly set forth in **Exhibit "A"**; that Grantor has good right to sell and convey the same as aforesaid and that Grantor will WARRANT AND DEFEND the same unto said Grantee against the lawful claims and demands of all persons, except as aforesaid.

Grantee expressly acknowledges that, in consideration of the agreements of Grantor in the Commercial Real Property Purchase and Sale Agreement bearing a reference date of August 8, 2007 between Grantor and Grantee (the "**PSA**"), GRANTOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF QUANTITY, QUALITY, CONDITION, HABITABILITY, MERCHANTABILITY SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, ANY IMPROVEMENTS LOCATED ON THE PROPERTY OR ANY SOIL CONDITIONS RELATED TO THE PROPERTY. GRANTEE SPECIFICALLY ACKNOWLEDGES THAT GRANTEE IS NOT RELYING ON (AND GRANTOR HEREBY DISCLAIMS AND RENOUNCES) ANY REPRESENTATIONS OR WARRANTIES MADE BY OR ON BEHALF OF GRANTOR OF ANY KIND OR NATURE WHATSOEVER, EXCEPT AS IS OTHERWISE EXPRESSLY PROVIDED IN THE PSA.

GRANTEE FOR GRANTEE AND GRANTEE'S SUCCESSORS AND ASSIGNS, HEREBY RELEASES GRANTOR FROM AND WAIVES ANY AND ALL CLAIMS AND LIABILITIES AGAINST GRANTOR FOR, RELATED TO, OR IN CONNECTION WITH, ANY ENVIRONMENTAL CONDITION AT THE PROPERTY (OR THE PRESENCE OF ANY MATTER OR SUBSTANCE RELATING TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY), INCLUDING, BUT NOT LIMITED TO, CLAIMS AND/OR LIABILITIES RELATING TO (IN ANY MANNER WHATSOEVER) ANY HAZARDOUS, TOXIC OR DANGEROUS MATERIALS OR SUBSTANCES LOCATED IN, AT, ABOUT OR UNDER THE PROPERTY, OR FOR ANY AND ALL CLAIMS OR CAUSES OF ACTION (ACTUAL OR THREATENED) BASED UPON, IN CONNECTION WITH OR ARISING OUT OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, 42 U.S.C. §9601 ET SEQ. ("CERCLA"); THE RESOURCE CONSERVATION AND RECOVERY ACT, 42 U.S.C. §6901 ET SEQ. ("RCRA"); AND THE SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT, 42 U.S.C. §9601 ET SEQ. ("SARA") OR ANY OTHER CLAIM OR CAUSE OF ACTION (INCLUDING ANY FEDERAL OR STATE BASED STATUTORY, REGULATORY OR COMMON LAW CAUSE OF ACTION) RELATED TO ENVIRONMENTAL MATTERS OR LIABILITY WITH RESPECT TO OR AFFECTING THE PROPERTY.

The terms "Grantor" and "Grantee", as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine or feminine, the singular or plural

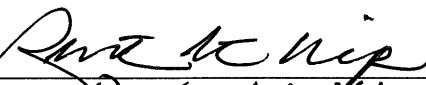
number, individuals or corporations and their and each of their respective successors, successors in trust, heirs, legal representatives and permitted assigns, according to the context thereof, and that if these presents shall be signed by two (2) or more Grantors or Grantees, all covenants of such parties shall be and for all purposes deemed to be joint and several.

This instrument may be executed in several counterparts. In addition, this instrument may contain more than one counterpart of the signature page and this instrument may be executed by the affixing of the signatures of each of the parties to one of such counterpart signature pages and the assembly of such signature pages with this instrument as one document; and all of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

- The remainder of this page is intentionally left blank; the following page is the signature page. -

IN WITNESS WHEREOF, Grantor and Grantee have executed these presents
on the 6th day of December, 2007.

CHUN KIM CHOW, LIMITED,
a Hawaii corporation

By 
Name: Renton L.K. Nip
Title: President

Grantor

ROMAN CATHOLIC CHURCH IN
THE STATE OF HAWAII,
a Hawaii nonprofit corporation

By Clarence Silva
Name: Clarence Silva
Title: PRESIDENT

Grantee

STATE OF HAWAII

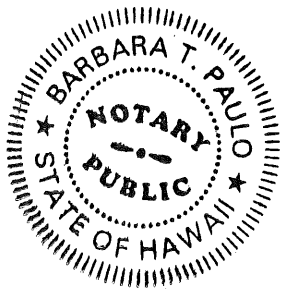
)

) ss.:

CITY AND COUNTY OF HONOLULU

)

On this 17th day of December, 2007, before me personally appeared Renton L.K. Nip, to me personally known, who, being by me duly sworn, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Barbara T. Paulo

(Print or Type Name of Notary)

Barbara T. Paulo

(Signature of Notary)

Notary Public, State of Hawaii

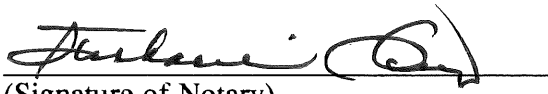
My Commission Expires: 6/14/2008

STATE OF HAWAII)
) ss.:
CITY AND COUNTY OF HONOLULU)

On this 6th day of December, 2007, before me personally appeared
Clarence Silva, to me personally known, who, being by me duly sworn,
did say that such person executed the foregoing instrument as the free act and deed of such
person, and if applicable, in the capacity shown, having been duly authorized to execute such
instrument in such capacity.

Stephanie Cuyno
Notary Public, State of Hawaii
First Judicial Circuit
No. 88-729

(Print or Type Name of Notary) Commission expires December 22, 2008


(Signature of Notary)

Notary Public, State of Hawaii

My Commission Expires:

HS

EXHIBIT "A"

PROPERTY DESCRIPTION

-FIRST:-

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Grant Number 881 to Henry Rhodes) situate, lying and being on the southeast side of Fort Street, between Hotel and Beretania Streets, Honolulu, City and County of Honolulu, State of Hawaii, being LOT 3 and thus bounded and described:

Beginning at a "+" cut on concrete sidewalk at the west corner of this piece of land, the north corner of Lot 2 and on the Southeasterly side of Fort Street, the coordinates of said point of beginning referred to Government Survey Triangulation Station "MOSSMAN" being 43.92 feet north and 1,038.26 feet east, and running by true azimuths measured clockwise from South:

- | | | | |
|----|----------|--------|---|
| 1. | 231° 15' | 22.50 | feet along the southeasterly side of Fort Street, to a "+" cut on concrete walk; |
| 2. | 321° 15' | 100.00 | feet along Lot 4 to a pipe; |
| 3. | 51° 15' | 22.50 | feet along Easement B to a "+" cut on concrete walk; |
| 4. | 141° 15' | 100.00 | feet along Lot 2 to the point of beginning and containing an area of 2,250 square feet, more or less. |

-SECOND:-

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Grant Number 881 to Henry Rhodes) situate, lying and being on the southeast side of Fort Street, between Hotel and Beretania Streets, Honolulu, City and County of Honolulu, State of Hawaii, being LOT 4 and thus bounded and described:

Beginning at a "+" cut on concrete sidewalk at the west corner of this piece of land, the north corner of Lot 3 and on the Southeasterly side of Fort Street, the coordinates of said point of beginning referred to Government Survey Triangulation Station "MOSSMAN" being 58.00 feet north and 1,055.82 feet east, and running by true azimuths measured clockwise from South:

- | | | | |
|----|----------|--------|--|
| 1. | 231° 15' | 22.50 | feet along the southeasterly side of Fort Street, to a "+" cut on concrete sidewalk; |
| 2. | 321° 15' | 100.00 | feet along Lot 5 to a pipe; |

3. 51° 15' 22.50 feet along Easement B to a pipe;
4. 141° 15' 100.00 feet along Lot 3 to the point of beginning and containing an area of 2,250 square feet, more or less.

Together with perpetual easements or rights of way over, across, along and upon the parcels of land hereinafter described as "Easements C and D", "Easements G and H", "Easement B" and "Easement A", to-wit:

-EASEMENTS C AND D:-

Beginning at a "+" cut on concrete walk at the east corner of this piece of land, the south corner of Lot 3 and the east corner of Lot 2, and running by true azimuths measured clockwise from South:

1. 51° 15' 150.70 feet along Easement B to a pipe;
2. 141° 00' 10.00 feet;
3. 231° 15' 150.74 feet;
4. 321° 15' 10.00 feet along Easement E to the point of beginning and containing an area of 1,507 square feet, more or less.

-EASEMENTS G AND H:-

Beginning at a pipe at the south corner of this piece of land, the south corner of Lot 5 and the east corner of Lot 4, and running by true azimuths measured clockwise from south:

1. 141° 15' 10.00 feet along Easement F;
2. 231° 15' 31.32 feet;
3. 320° 44' 10.00 feet to a pipe;
4. 51° 15' 31.41 feet along Easement B to the point of beginning and containing an area of 313 square feet, more or less.

-EASEMENT B:-

Beginning at a pipe at the west corner of this piece of land and the south corner of Lot 1, the coordinates of said point of beginning referred to Government Survey Triangulation Station "MOSSMAN" being 128.33 feet south and 983.32 feet east, and running by true azimuths measured clockwise from South:

1. 231° 15' 227.11 feet along Easements C, D, E, F, G and H, to a pipe;
2. 320° 44' 10.00 feet to a pipe;
3. 51° 15' 227.16 feet to a pipe;
4. 141° 00' 10.00 feet to the point of beginning and containing an area of 2,271 square feet, more or less.

-EASEMENT A:-

Beginning at an "→" cut on concrete sidewalk at the southeast corner of this piece of land and on the northerly side of Union Street, the coordinates of said point of beginning referred to Government Survey Triangulation Station "MOSSMAN" being 203.81 feet south and 1,130.38 feet east, and running by azimuths measured clockwise from South:

1. 88° 18' 30" 18.80 feet along the northerly side of Union Street to a "+" cut on concrete sidewalk;
2. 141° 15' 114.54 feet to a pipe;

Thence on a curve to left with a radius of 15.00 feet, the azimuth and distance of the chord being:

3. 96° 15' 21.21 feet to a pipe;
4. 231° 15' 45.00 feet along Easement B;

Thence on a curve to the left with a radius of 15.00 feet, the azimuth and distance of the chord being:

5. 6° 15' 21.21 feet to a "+" cut on concrete walk;
6. 321° 15' 125.87 feet to the point of beginning and containing an area of 2,124 square feet, more or less.

BEING THE PREMISES ACQUIRED BY QUITCLAIM DEED

GRANTOR : EMMA KWOCK CHUN CORP., a Hawaii corporation

GRANTEE : CHUN KIM CHOW, LIMITED, a Hawaii corporation

DATED : July 27, 1967

RECORDED : Liber 5857 Page 469

SUBJECT, HOWEVER, to the following:

1. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
2. The terms and provisions contained in the following:

INSTRUMENT : DEED

DATED : October 1, 1937

RECORDED : Liber 1443 Page 462

3. Perpetual easement or right of way over, across, along and upon those portions of Lot 3 designated as "Easement E" and that perpetual easement or right of way over, across, along and upon those portions of Lot 4 designated as "Easement F", said easements being more particularly described as follows:

-EASEMENT "E":-

Beginning at a "+" cut on concrete walk at the south corner of this piece of land, the south corner of Lot 3 and the east corner of Lot 2, and running by true azimuths measured clockwise from South:

1. 141° 15' 10.00 feet along Easement D;
2. 231° 15' 22.50 feet;
3. 321° 15' 10.00 feet along Easement F to a pipe;
4. 51° 15' 22.50 feet along Easement B to the point of beginning and containing an area of 225 square feet, more or less.

-EASEMENT "F":-

Beginning at a pipe at the south corner of this piece of land, the south corner of Lot 4 and the east corner of Lot 3, and running by true azimuths measured clockwise from South:

1. 141° 15' 10.00 feet along Easement E;
2. 231° 15' 22.50 feet;
3. 321° 15' 10.00 feet along Easement G to a pipe;
4. 51° 15' 22.50 feet along Easement B to the point of beginning

and containing an area of 225 square feet, more or less.

4. Encroachments or any other matters as shown on survey map prepared by James R. Thompson, Land Surveyor, with Walter P. Thompson, Inc., dated September 21, 2007.

The foregoing includes, but is not limited to, the following:

A building wall crosses onto Lot 5 for 45 lineal feet along the easterly boundary. The worst condition being 1.16 feet.

Appendix 3

2A: Request for Determination

2B: Concurrence of Determination

June 27, 2022

Mr. Dean Uchida, Director
Department of Planning and Permitting
City and County of Honolulu
650 South King Street 7th Floor
Honolulu, Hawaii 96813

Subject: Request for Exemption from Hawaii Administrative Rules (HAR), Chapter 11-200.1 and Hawaii Revised Statutes (HRS) 343 Environmental Review Requirements
Project: Fort Street Mall Mixed-Use Development
Location: 1155 and 1159 Fort Street Mall, Honolulu, Hawaii, 96813
Tax Map Key: (1) 2-1-010: 033 & 034

Dear Mr. Uchida:

On behalf of the Applicant, Catholic Charities Housing Development Corporation, we are requesting your determination on an exemption from Hawaii Administrative Rules (HAR), Chapter 11-200.1 ("EIS Rules") and Hawaii Revised Statutes (HRS) 343 Environmental Review Requirements. Under HAR Chapter 11-200.1-15, "General types of actions eligible for exemption" the Project meets the standards for an exempt type of action.

The Applicant proposes to develop a mixed-use development with approximately 65 affordable studio units and 15,000 square-feet of commercial space. The Project will be developed on 6,900 square-feet of land on Tax Map Key (1) 2-1-010: 033 & 034. The conceptual design includes a 17-story building with 3 levels of commercial, 1 level of amenities, and 13 levels of residential. The commercial spaces are anticipated to be utilized by the owner for church related activities and offices.

The Project will be processed under HRS Chapter 201H, which offers flexibility in design and permitting requirements to projects created for lower and moderate income households. The affordable units will be designated for households earning 60% AMI or below. The Project would meet the City and County of Honolulu's requirements for processing under the 201H Program.

A summary of the project information is provided in the table below and a location map is provided in Exhibit 1.

Address:	1155 and 1159 Fort Street Mall, Honolulu, Hawaii, 96813
Tax Map Key:	(1) 2-1-010: 033 & 034
Lot Area:	Lot 33- 2,400 square feet (0.0551 acre) Lot 34 - 4,500 square feet (0.1033 acre)
Landowner:	Roman Catholic Church in the State of Hawaii
State Land Use Classification:	Urban

City and County Zoning:	BMX-4
Development Plan:	Primary Urban Center
Special District:	Not within a Special District
Special Management Area:	Not within Special Management Area
Neighborhood TOD Plan	Downtown Neighborhood TOD
FEMA Flood Zone Designation:	X
Tsunami Evacuation Zone:	Safe Zone
Existing Use:	Existing commercial retail and offices
Proposed Use:	Mixed-use development with affordable rental units and commercial spaces.
Affordable Residential	
Units	65
AMI	60% or below
Term	Minimum 61 years
Commercial	Approximately 15,000 square-feet

The EIS Rules were signed by Governor Ige on July 30, 2019 and took effect on August 9, 2019. Chapter 11-200.1-15, “General types of actions eligible for exemption”, states the following:

“(c) The following general types of actions are eligible for exemption:

** * **

(10) New construction of affordable housing, where affordable housing is defined by the controlling law applicable for the state or county proposing agency or approving agency, that meets the following:

(A) Has the use of state or county lands or funds or is within Waikiki as the sole triggers for compliance with chapter 343, HRS;

(B) As proposed conforms with the existing state urban land use classification;

(C) As proposed is consistent with the existing county zoning classification that allows housing; and

(D) As proposed does not require variances for shoreline setbacks or siting in an environmentally sensitive area, as stated in section 11-200.1-13(b)(11).”

The Project meets the standards for an exempt type of action as described below.

- (A) The use of state financing, including Rental Housing Revolving Fund (RHRF), Hula Mae Multi-Family Program (HMMF) funds, and Low-income Housing Tax Credits (LIHTC), would be the sole trigger for the Project’s compliance with HRS, Chapter 343.
- (B) The project site is located on land classified as “Urban” by the State.
- (C) The project site is zoned “BMX-4 Central Business Mixed Use District” by the City. BMX-4 District allows housing and multi-family dwellings as a permitted use. The proposed construction of 65 multi-family dwelling units is consistent with these designations.

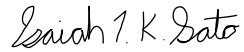
Mr. Dean Uchida

Page 3

- (D) The Project would not require variances for shoreline setbacks nor is it sited in an environmentally sensitive area. Given the new rules, we believe that the subject project would be exempt from HRS, Chapter 343 requirements.

Mahalo for your review and determination of this subject request. Should you have any questions or require additional information, please contact me at isaiahs@rmtowill.com or (808) 748-7431.

Very truly yours,
R.M. Towill Corporation



Isaiah T. K. Sato

cc. Catholic Charities Housing Development Corporation

Exhibit 1: Location Map

Exhibit 1: Location Map



DEPARTMENT OF PLANNING AND PERMITTING
CITY AND COUNTY OF HONOLULU

650 SOUTH KING STREET, 7TH FLOOR • HONOLULU, HAWAII 96813
PHONE: (808) 768-8000 • FAX: (808) 768-6041
DEPT. WEB SITE: www.honoluluapp.org • CITY WEB SITE: www.honolulu.gov

RICK BLANGIARDI
MAYOR



DEAN UCHIDA
DIRECTOR
DAWN TAKEUCHI APUNA
DEPUTY DIRECTOR

2022/ELOG-1349 (MAK)

Mr. Isaiah T. K. Sato
R. M. Towill Corporation
2024 North King Street, Suite 200
Honolulu, Hawaii 96819

Dear Mr. Sato:

SUBJECT: Environmental Assessment Determination
Fort Street Mall Mixed-Use Development
115 and 1159 Fort Street Mall – Honolulu
Tax Map Keys 2-1-010: 033 and 034

This is in response to your letter, received June 29, 2022, requesting Department of Planning and Permitting (DPP) concurrence that the subject Project can be exempted from Chapter 343, Hawaii Revised Statutes (HRS), the Environmental Impact Statement Law. The Hawaii Administrative Rules (HAR) Section 11-200.1 (Rules), enumerate an exemption for affordable housing projects if the Project meets certain criteria. We concur that the subject Project meets necessary criteria to be exempted from Chapter 343, HRS.

Pursuant to Section 11-200.1-15(10), HAR, new construction of affordable housing is an exempt action provided that it complies with applicable affordable housing regulations of the State or County, and it meets the following criteria:

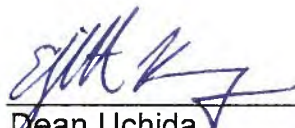
- The use of State or County lands or funds, or development within Waikiki are the only Chapter 343 triggers;
- The Project conforms with the State Land Use Urban classification;
- The Project is located within a County zoning district that allows for housing; and,
- The Project does not require a Shoreline Setback Variance and is not in an environmentally sensitive area, pursuant to HAR Section 11-200.1-13(b)(11).

Mr. Isaiah Sato
July 11, 2022
Page 2

Based on the information provided, the only Chapter 343, HRS, trigger is the use of State funds. Our records show the site is within the State Land Use Urban classification and is within the BMX-4 Central Business Mixed-Use District, which allows for housing. Additionally, in accordance with Section 11-200.1-13(b)(11), HAR, the site is not located within environmentally sensitive area because it is not a shoreline lot, not affected by 3.2 feet of sea level rise, not within a flood hazard area, not a beach or an erosion-prone area, and not within the tsunami evacuation zone.

Therefore, provided that the Project complies with the applicable affordable housing regulations of the State or County, we agree that it meets all the necessary requirements to be considered an exempt action for purposes of Chapter 343, HRS.

Should you have any questions, please contact Michael Kat, of our Zoning Regulations and Permits Branch, at (808) 768-8013 or via email at michael.kat@honolulu.gov and refer to the above file number.


FOR: Dean Uchida
Director

Date: July 11, 2022

Note: If you have appointed an agent to represent you, all future correspondence will be with the agent. If you should change agents, please notify the Department of Planning and Permitting immediately.

Appendix 4

3A: Determination of Eligibility
3B: Notice of Eligibility

2024 North King Street
Suite 200
Honolulu Hawaii 96819-3494
Telephone 808 842 1133
Fax 808 842 1937
eMail rmtowill@rmtowill.com



R. M. TOWILL CORPORATION
SINCE 1930

Planning
Engineering
Environmental Services
Photogrammetry
Surveying
Construction Management

July 28, 2022

Mr. Dean Uchida, Director
Department of Planning and Permitting
City and County of Honolulu
650 South King Street 7th Floor
Honolulu, Hawaii 96813

Subject: Determination of Eligibility Under the City and County of Honolulu Hawai'i Revised Statutes (HRS) 201H Program
Project: Fort Street Mall Mixed-Use Development
Location: 1155 and 1159 Fort Street Mall, Honolulu, Hawaii, 96813
Tax Map Key: (1) 2-1-010: 033 & 034

Dear Mr. Uchida:

On behalf of the Applicant, Catholic Charities Housing Development Corporation (CCHDC), we request your determination that the Fort Street Mall Mixed-Use Development is eligible to be processed under the City's 201H Program. To assist in your determination, we have enclosed the 201H Determination of Eligibility Form (Exhibit 2).

The Applicant, Catholic Charities Housing Development Corporation, proposes to develop a mixed-use development with roughly 66 affordable units, 1 manager's unit, and 15,000 square-feet of commercial space. The Project will be developed on 6,900 square-feet of land on Tax Map Key (1) 2-1-010: 033 & 034. The conceptual design includes a 17-story building with 3 levels of commercial, 1 level of amenities, and 13 levels of residential. The commercial spaces are anticipated to be utilized by the owner for church related activities and offices.

Target Household, Affordable Units, and Length of Affordability:

The project's 66 affordable units will be reserved for tenants at 60% Area Median Income (AMI) and below. 7 of the 66 units will be reserved for tenants at 30% AMI and below. The units will remain affordable for a minimum term of 61 years.

Site Control:

The land is currently owned by the Roman Catholic Church in the State of Hawaii and the project will be developed by CCHDC. Please see Exhibit 3 for a copy of the deeds.

Environmental Determination:

On July 11, 2022 (2022/ELOG-1349), DPP concurred that the subject Project meets necessary criteria to be exempted from Chapter 343, HRS under HAR Chapter 11-200.1-15.

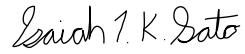
Mr. Dean Uchida

July 28, 2022

Page 2 of 2

Should you have questions, please do not hesitate to call me at (808) 748-7431 or email me at isaiahs@rmtowill.com.

Very truly yours,
R.M. Towill Corporation

A handwritten signature in cursive script that reads "Isaiah T. K. Sato".

Isaiah T. K. Sato

Exhibit 1: Location Map

Exhibit 2: Determination of Eligibility

Exhibit 3: Deed

Exhibit 4: EA Determination

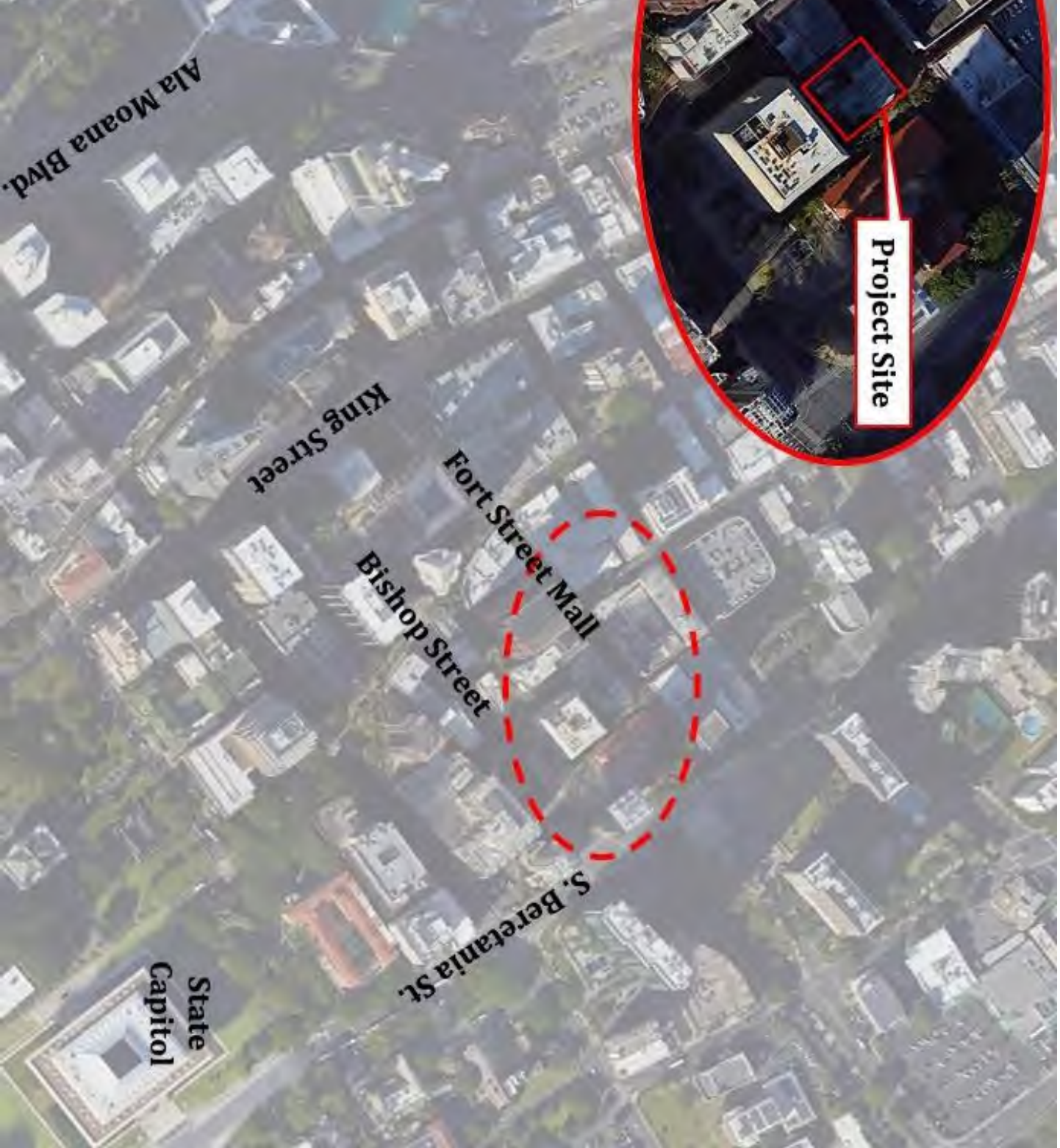


Exhibit 2

CITY AND COUNTY OF HONOLULU
DEPARTMENT OF PLANNING AND PERMITTING (DPP)

201H Program Determination of Eligibility Form

Applicant Name and Contact Information	Catholic Charities Hawaii Housing Development Corporation (CCHDC) Michael Magaoay, President (mymagaoay@gmail.com) Connie Yu-Pampalone, Asset Manager (connie.yu-pampalone@catholiccharitieshawaii.org) Phone: 808-745-4260 Clarence T. C. Ching Campus 1822 Ke'eaumoku Street Honolulu, HI 96822
Project Name, Address, and Tax Map Key	Fort Street Mall Mixed-Use Development 1155 and 1159 Fort Street Mall, Honolulu, Hawaii, 96813 Tax Map Key: (1) 2-1-010: 033 & 034

1. Housing Affordability

i. Target Households and Affordable Units

Affordable Units		
Restricted at % of AMI*	Number of units	Percent of total units
<u>30.00%</u> of AMI	<u>7</u> units	<u>10.45%</u>
<u>60.00%</u> of AMI	<u>59</u> units	<u>88.06%</u>
<u>0.00%</u> of AMI	<u> </u> units	<u>0.00%</u>
Special Housing Needs**	<u> </u> units	<u>0.00%</u>
Total Affordable Units	<u>66</u> units	
Market Rate Units	<u>1</u> units	<u>1.49%</u>
Total Number of Units	<u>67</u> units	<u>100.00%</u>

*AMI = Area Median Income per current HUD standards

** Describe the Special Housing Need of the tenants below, if applicable

--

ii. Length of Affordability Commitment

Length of affordability restrictions: 61 Years

2. Site Control Status

<input checked="" type="checkbox"/>	Own site - fee simple	See attached deeds
<input type="checkbox"/>	Executed ground lease	Expires on:
<input type="checkbox"/>	Option to purchase	Expires on:
<input type="checkbox"/>	Option to lease	Expires on:
<input type="checkbox"/>	Other	Describe:
		Expires on:

Submit evidence of site control for the project, e.g., deed, lease, agreement of sale, option agreement, or comparable document.

3. Environmental Disclosure

The project must comply with Chapter 343, HRS. If an Environmental Assessment (EA) or Environmental Impact Statement (EIS) has been published or will be published, identify the date of publication in the Office of Environmental Quality Control (OEQC) bulletin. Identify the accepting agency. Submit a copy of the most recent (a) EA with FONSI, (b) EIS, or (c) exemption determination.

Accepting Agency:		
Check if applicable		Date of publication or estimated completion date.
<input checked="" type="checkbox"/>	No EA or EIS is required	(specify reason)
<input type="checkbox"/>	EA status and finding	
<input type="checkbox"/>	EIS status	
<input type="checkbox"/>	NEPA compliance status	

**Exhibit 3: 1155 Fort
Street Mall Deed**



R-157 STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
NOV 18, 2011 08:01 AM
Doc No(s) 2011-193622



20 1/1 Z1

/s/ NICKI ANN THOMPSON
REGISTRAR
CONVEYANCE TAX: \$3000.00

LAND COURT SYSTEM	REGULAR SYSTEM
AFTER RECORDATION, RETURN TO:	RETURN BY: MAIL <input type="checkbox"/> PICKUP <input type="checkbox"/>
Roman Catholic Church in the State of Hawaii 1184 Bishop St Honolulu, HI 96813	TG: 201143685 -S TGE: T11015916 Barbara Paulo BST
Total pages: 8	

Tax Map Key No. 1/2-2-1-010:033

LIMITED WARRANTY DEED

THIS LIMITED WARRANTY DEED, made this 18th day of November, 2011, by **SUM CHONG, LIMITED**, a Hawaii corporation, hereinafter called the "Grantor", in favor of **ROMAN CATHOLIC CHURCH IN THE STATE OF HAWAII**, a Hawaii nonprofit corporation, whose address is **1184 Bishop Street, Honolulu, Hawaii 96813**, hereinafter called the "Grantee", --

WITNESSETH THAT:

The Grantor, in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged by the Grantor, does hereby grant, bargain, sell and convey unto the Grantee, in fee simple, all of the property more particularly described in Exhibit A attached hereto and made a part hereof;

And the reversions, remainders, rents, issues and profits thereof and all of the estate, right, title and interest of the Grantor, both at law and in equity, therein and thereto;

TO HAVE AND TO HOLD the same, together with all buildings, improvements, rights, easements, privileges and appurtenances thereon and thereunto belonging or appertaining or held and enjoyed therewith, unto the Grantee according to the tenancy hereinafter set forth, forever.

The Grantor does hereby covenant and agree with the Grantee that the Grantor has full power and authority to sell and convey the property described in said Exhibit A and that Grantor has not done or suffered any act of thing whereby said property is encumbered and that the same is free and clear of and from all encumbrances made or suffered by the Grantor other than the encumbrances mentioned in said Exhibit A (if any) and the lien for real property taxes not yet due and payable and that the Grantor will WARRANT and DEFEND the same unto the Grantee and the Grantee's successors and assigns, forever, against the lawful claims and demands of all persons claiming by, through or under Grantor, except as set forth herein.

This conveyance and the warranties of the Grantor are expressly declared to be in favor of the Grantee, as **tenant in severalty**, its successors and assigns.

The Grantee acknowledges that Grantor has not made any representations or warranties, express or implied, regarding any aspect of the property described in Exhibit A, including, but not limited to, condition, repair, fitness, suitability, or compliance with applicable laws and regulations merchantability. Grantee is acquiring the property described in Exhibit A in its existing "**AS IS, WHERE IS**" condition with all faults, if any. Grantee assumes and releases and agrees to indemnify Grantor with respect to all risks associated with the property described in Exhibit A other than matters shown to have been actually known to Grantor prior to the date hereof and not previously disclosed by Grantor to Grantee in writing.

The Grantee hereby accepts the property described in Exhibit A.

The rights and obligations of the Grantor and the Grantee shall be binding upon and inure to the benefit of their respective heirs, devisees, personal representatives, successors and assigns. All obligations undertaken by two or more persons shall be deemed to be joint and several unless a contrary intention is clearly expressed elsewhere herein.

The parties hereto agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

IN WITNESS WHEREOF, the Grantor and the Grantee have executed these presents on the day and year first above written.

[The remainder of this page is intentionally left blank - signature pages follow]

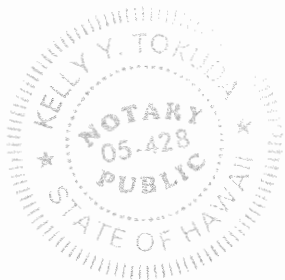
SUM CHONG, LIMITED

By Stephen Chong
Stephen chong
Its Treasurer

Grantor

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

On NOV 15 2011, before me personally appeared Stephen Chong, to me personally known, 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 shown, having been duly authorized to execute such instrument in such capacity.



Kelly Y. Tokuda
Print Name: Kelly Y. Tokuda
Notary Public, State of Hawaii
My Commission Expires: Expiration Date: July 10, 2013

NOTARY CERTIFICATION

Document Description: LIMITED WARRANTY DEED

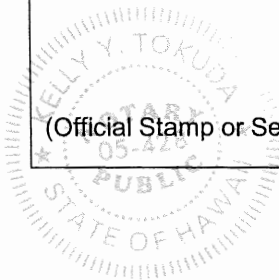
Document Date: undated at signing No. of Pages: 8

First Judicial Circuit

Kelly Y. Tokuda
Signature of Notary

Kelly Y. Tokuda
Printed Name of Notary

(Official Stamp or Seal)



ROMAN CATHOLIC CHURCH IN THE
STATE OF HAWAII

By Clarence Silva
CLARENCE SILVA
Its PRESIDENT

Grantee

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

On November 10, 2011, before me personally appeared CLARENCE SILVA, to me personally known, 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 shown, having been duly authorized to execute such instrument in such capacity.

Karen BDKung 9.5
Print Name: Karen BDKung
Notary Public, State of Hawaii

My Commission Expires: June 25, 2012

NOTARY CERTIFICATION

Document Description: LIMITED WARRANTY DEED

Document Date: _____ No. of Pages: 8

1st Judicial Circuit

Karen BDKung 9.5
Signature of Notary

(Official Stamp or Seal)

Karen BDKung
Printed Name of Notary

EXHIBIT A

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Grant Number 881 to Henry Rhodes and Royal Patent Grant Number 1100 to the Trustees of Second Foreign Church and Congregation) situate, lying and being on the southeasterly side of Fort Street, between Hotel and Beretania Streets, City and County of Honolulu, State of Hawaii, being LOT 2, and thus bounded and described:

Beginning at a "+" cut in concrete sidewalk at the west corner of this piece of land, the north corner of Lot 1 and on the southeasterly side of Fort Street, the coordinates of said point of beginning referred to Government Survey Triangulation Station "MOSSMAN" being 28.90 feet north and 1,019.54 feet east, and running by true azimuths measured clockwise from South:

1. 231° 15' 24.00 feet along the southeasterly side of Fort Street to a "+" cut on concrete sidewalk;
2. 321° 15' 100.00 feet along Lot 3 to a "+" cut on concrete sidewalk;
3. 51° 15' 24.00 feet along Easement B to a pipe;
4. 141° 15' 100.00 feet along Lot 1 to the point of beginning and containing an area of 2,400 square feet, more or less.

TOGETHER WITH easements or rights of way over, across, along and upon the following described easements:

EASEMENT C

Beginning at a pipe at the south corner of this piece of land, the south corner of Lot 1 and west corner of Easement B, and running by true azimuths measured clockwise from South:

1. 141° 00' 10.00 feet;
2. 231° 15' 126.74 feet;
3. 321° 15' 10.00 feet along Easement D to a pipe;
4. 51° 15' 126.70 feet along Easement B to the point of beginning and containing an area of 1,267 square feet, more or less.

EASEMENTS E, F, G AND H

Beginning at a "+" cut on concrete walk at the south corner of this piece of land, the south corner of Lot 3 and the east corner of Lot 2, and running by true azimuths measured clockwise from South:

1. 141° 15' 10.00 feet along Easement D;
2. 231° 15' 76.32 feet;
3. 320° 44' 10.00 feet to a pipe;
4. 51° 15' 76.41 feet along Easement B to the point of beginning and containing an area of 763 square feet, more or less.

EASEMENT B

Beginning at a pipe at the west corner of this piece of land and the south corner of Lot 1, the coordinates of said point of beginning referred to Government Survey Triangulation Station "MOSSMAN" being 128.33 feet south and 983.32 feet east, and running by azimuths measured clockwise from true South:

1. 231° 15' 227.11 feet along Easements C, D, E, F, G and H to a pipe;
2. 320° 44' 10.00 feet to a pipe;
3. 51° 15' 227.16 feet to a pipe;
4. 141° 00' 10.00 feet to the point of beginning and containing an area of 2,271 square feet, more or less.

EASEMENT A

Beginning at an "→" cut on concrete sidewalk at the southeast corner of this piece of land and on the northerly side of Union Street, the coordinates of said point of beginning referred to Government Survey Triangulation Station "MOSSMAN" being 203.81 feet south and 1,130.38 feet east, and running by true azimuths measured clockwise from South:

1. 88° 18' 30" 18.80 feet along the northerly side of Union Street to a "+" cut on concrete sidewalk;
2. 141° 15' 114.54 feet to a pipe;
Thence on a curve to the left with a radius of 15.00 feet, the azimuth and distance of the chord being:
3. 96° 15' 21.21 feet to a pipe;
4. 231° 15' 45.00 feet along Easement B;
Thence on a curve to the left with a radius of 15.00 feet, the azimuth and distance of the chord being:
5. 6° 15' 21.21 feet to a "+" cut on concrete walk;
6. 221° 15' 125.87 feet to the point of beginning and containing an area of 2,124 square feet, more or less.

Being the premises acquired by SUM CHONG, LIMITED, a Hawaii corporation, from SUM CHONG, also known as CHONG SUM, and CHUN SHEE CHONG, also known as CHONG CHUN SHEE, husband and wife, by Deed dated January 27, 1950, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 2314 at page 297.

SUBJECT, HOWEVER, to the following:

1. Mineral and water rights of any nature in favor of the State of Hawaii.
2. Excepting and reserving, however, unto The Sisters of the Sacred Hearts, as an appurtenance to all of the land owned by said The Sisters of the Sacred Hearts on September 1, 1937, abutting upon the parcel of land, ten feet in width, hereinafter particularly described and designated as

Easement "B", a perpetual easement or right of way over, across, along and upon that portion of said "Lot 2" particularly described as follows, which is hereby designated and hereinafter referred to as "Easement D", said easement being more particularly described as follows:

Beginning at a pipe at the south corner of this parcel of land, the south corner of Lot 2 and the east corner of Lot 1, and running by true azimuths measured clockwise from South:

1. 141° 15' 10.00 feet along Easement C;
2. 231° 15' 24.00 feet;
3. 321° 15' 10.00 feet along Easement E to a "+" cut on concrete walk;
4. 51° 15' 24.00 feet along Easement B to the point of beginning and containing an area of 240 square feet, more or less.

3. The terms and provisions contained in that certain Deed dated October 1, 1937, recorded as aforesaid in Liber 1445 at page 449.

4. The terms and provisions contained in that certain Party Wall Agreement dated October 25, 1937, made by SIDNEY SPITZER and LEE YONG MING, recorded as aforesaid in Liber 1449 at page 357.

5. Any unrecorded leases and matters arising from or affecting the above described real property.

End of Exhibit A

**Exhibit 3: 1159 Fort
Street Mall Deed**



R-170 STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
DEC 19, 2007 08:01 AM
Doc No(s) 2007-217534



/s/ CARL T. WATANABE
REGISTRAR OF CONVEYANCES

CTax (30): \$7500.00

20 1/1 Z8

LAND COURT

REGULAR SYSTEM

AFTER RECORDATION, RETURN BY: MAIL (X) PICK-UP ()

Father Marc Alexander
Roman Catholic Church In The State Of Hawaii
1184 Bishop Street
Honolulu, Hawaii 96813

TG: 200738959 — S
TGE: A7-101-5525

Barbara Paulo

Total No. of Pages: 12

TMK No.: (1) 2-1-010-034

WARRANTY DEED

KNOW ALL BY THESE PRESENTS:

That CHUN KIM CHOW, LIMITED, a Hawaii corporation, whose post office address is at P.O. Box 1578, Honolulu, Hawaii 96806 (the "**Grantor**"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid to Grantor by ROMAN CATHOLIC CHURCH IN THE STATE OF HAWAII, a Hawaii nonprofit corporation, whose post office address is at 1184 Bishop Street, Honolulu, Hawaii 96813 (the "**Grantee**"), receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey unto said Grantee, as Tenant in Severalty, absolutely and in fee simple:

All of that certain real property more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference (the "**Property**").

And the reversions, remainders, rents, issues and profits thereof and all of the estate, right, title and interest of Grantor, both at law and in equity, therein and thereto.

TO HAVE AND TO HOLD the same, together with all buildings, improvements, tenements, hereditaments, rights, easements, privileges and appurtenances thereunto belonging or appertaining or held and enjoyed therewith unto said Grantee as aforesaid, absolutely and forever.

And Grantor, in consideration of the premises, does hereby covenant and agree to and with said Grantee that Grantor is lawfully seised of the property described in **Exhibit "A"** for an estate in fee simple and Grantor's title thereto is free and clear of and from all encumbrances other than (1) real property taxes assessed for the current fiscal year, which are to be prorated between the Grantor and Grantee as of the date of delivery hereof, and (2) those more particularly set forth in **Exhibit "A"**; that Grantor has good right to sell and convey the same as aforesaid and that Grantor will WARRANT AND DEFEND the same unto said Grantee against the lawful claims and demands of all persons, except as aforesaid.

Grantee expressly acknowledges that, in consideration of the agreements of Grantor in the Commercial Real Property Purchase and Sale Agreement bearing a reference date of August 8, 2007 between Grantor and Grantee (the "**PSA**"), GRANTOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF QUANTITY, QUALITY, CONDITION, HABITABILITY, MERCHANTABILITY SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, ANY IMPROVEMENTS LOCATED ON THE PROPERTY OR ANY SOIL CONDITIONS RELATED TO THE PROPERTY. GRANTEE SPECIFICALLY ACKNOWLEDGES THAT GRANTEE IS NOT RELYING ON (AND GRANTOR HEREBY DISCLAIMS AND RENOUNCES) ANY REPRESENTATIONS OR WARRANTIES MADE BY OR ON BEHALF OF GRANTOR OF ANY KIND OR NATURE WHATSOEVER, EXCEPT AS IS OTHERWISE EXPRESSLY PROVIDED IN THE PSA.

GRANTEE FOR GRANTEE AND GRANTEE'S SUCCESSORS AND ASSIGNS, HEREBY RELEASES GRANTOR FROM AND WAIVES ANY AND ALL CLAIMS AND LIABILITIES AGAINST GRANTOR FOR, RELATED TO, OR IN CONNECTION WITH, ANY ENVIRONMENTAL CONDITION AT THE PROPERTY (OR THE PRESENCE OF ANY MATTER OR SUBSTANCE RELATING TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY), INCLUDING, BUT NOT LIMITED TO, CLAIMS AND/OR LIABILITIES RELATING TO (IN ANY MANNER WHATSOEVER) ANY HAZARDOUS, TOXIC OR DANGEROUS MATERIALS OR SUBSTANCES LOCATED IN, AT, ABOUT OR UNDER THE PROPERTY, OR FOR ANY AND ALL CLAIMS OR CAUSES OF ACTION (ACTUAL OR THREATENED) BASED UPON, IN CONNECTION WITH OR ARISING OUT OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, 42 U.S.C. §9601 ET SEQ. ("CERCLA"); THE RESOURCE CONSERVATION AND RECOVERY ACT, 42 U.S.C. §6901 ET SEQ. ("RCRA"); AND THE SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT, 42 U.S.C. §9601 ET SEQ. ("SARA") OR ANY OTHER CLAIM OR CAUSE OF ACTION (INCLUDING ANY FEDERAL OR STATE BASED STATUTORY, REGULATORY OR COMMON LAW CAUSE OF ACTION) RELATED TO ENVIRONMENTAL MATTERS OR LIABILITY WITH RESPECT TO OR AFFECTING THE PROPERTY.

The terms "Grantor" and "Grantee", as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine or feminine, the singular or plural

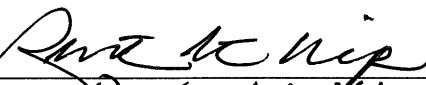
number, individuals or corporations and their and each of their respective successors, successors in trust, heirs, legal representatives and permitted assigns, according to the context thereof, and that if these presents shall be signed by two (2) or more Grantors or Grantees, all covenants of such parties shall be and for all purposes deemed to be joint and several.

This instrument may be executed in several counterparts. In addition, this instrument may contain more than one counterpart of the signature page and this instrument may be executed by the affixing of the signatures of each of the parties to one of such counterpart signature pages and the assembly of such signature pages with this instrument as one document; and all of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

- The remainder of this page is intentionally left blank; the following page is the signature page. -

IN WITNESS WHEREOF, Grantor and Grantee have executed these presents
on the 6th day of December, 2007.

CHUN KIM CHOW, LIMITED,
a Hawaii corporation

By 
Name: Renton L.K. Nip
Title: President

Grantor

ROMAN CATHOLIC CHURCH IN
THE STATE OF HAWAII,
a Hawaii nonprofit corporation

By Clarence Silva
Name: Clarence Silva
Title: PRESIDENT

Grantee

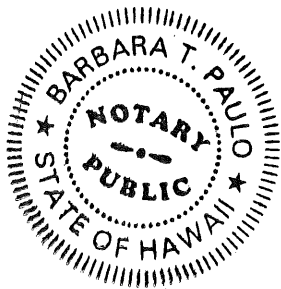
STATE OF HAWAII

)

) ss.:

CITY AND COUNTY OF HONOLULU)

On this 17th day of December, 2007, before me personally appeared Renton L.K. Nip, to me personally known, who, being by me duly sworn, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Barbara T. Paulo

(Print or Type Name of Notary)

Barbara T. Paulo

(Signature of Notary)

Notary Public, State of Hawaii

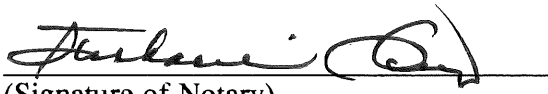
My Commission Expires: 6/14/2008

STATE OF HAWAII)
) ss.:
CITY AND COUNTY OF HONOLULU)

On this 6th day of December, 2007, before me personally appeared
Clarence Silva, to me personally known, who, being by me duly sworn,
did say that such person executed the foregoing instrument as the free act and deed of such
person, and if applicable, in the capacity shown, having been duly authorized to execute such
instrument in such capacity.

Stephanie Cuyno
Notary Public, State of Hawaii
First Judicial Circuit
No. 88-729

(Print or Type Name of Notary) Commission expires December 22, 2008


(Signature of Notary)

Notary Public, State of Hawaii

My Commission Expires:

HS

EXHIBIT "A"

PROPERTY DESCRIPTION

-FIRST:-

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Grant Number 881 to Henry Rhodes) situate, lying and being on the southeast side of Fort Street, between Hotel and Beretania Streets, Honolulu, City and County of Honolulu, State of Hawaii, being LOT 3 and thus bounded and described:

Beginning at a "+" cut on concrete sidewalk at the west corner of this piece of land, the north corner of Lot 2 and on the Southeasterly side of Fort Street, the coordinates of said point of beginning referred to Government Survey Triangulation Station "MOSSMAN" being 43.92 feet north and 1,038.26 feet east, and running by true azimuths measured clockwise from South:

- | | | | |
|----|----------|--------|---|
| 1. | 231° 15' | 22.50 | feet along the southeasterly side of Fort Street, to a "+" cut on concrete walk; |
| 2. | 321° 15' | 100.00 | feet along Lot 4 to a pipe; |
| 3. | 51° 15' | 22.50 | feet along Easement B to a "+" cut on concrete walk; |
| 4. | 141° 15' | 100.00 | feet along Lot 2 to the point of beginning and containing an area of 2,250 square feet, more or less. |

-SECOND:-

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Grant Number 881 to Henry Rhodes) situate, lying and being on the southeast side of Fort Street, between Hotel and Beretania Streets, Honolulu, City and County of Honolulu, State of Hawaii, being LOT 4 and thus bounded and described:

Beginning at a "+" cut on concrete sidewalk at the west corner of this piece of land, the north corner of Lot 3 and on the Southeasterly side of Fort Street, the coordinates of said point of beginning referred to Government Survey Triangulation Station "MOSSMAN" being 58.00 feet north and 1,055.82 feet east, and running by true azimuths measured clockwise from South:

- | | | | |
|----|----------|--------|--|
| 1. | 231° 15' | 22.50 | feet along the southeasterly side of Fort Street, to a "+" cut on concrete sidewalk; |
| 2. | 321° 15' | 100.00 | feet along Lot 5 to a pipe; |

3. 51° 15' 22.50 feet along Easement B to a pipe;
4. 141° 15' 100.00 feet along Lot 3 to the point of beginning and containing an area of 2,250 square feet, more or less.

Together with perpetual easements or rights of way over, across, along and upon the parcels of land hereinafter described as "Easements C and D", "Easements G and H", "Easement B" and "Easement A", to-wit:

-EASEMENTS C AND D:-

Beginning at a "+" cut on concrete walk at the east corner of this piece of land, the south corner of Lot 3 and the east corner of Lot 2, and running by true azimuths measured clockwise from South:

1. 51° 15' 150.70 feet along Easement B to a pipe;
2. 141° 00' 10.00 feet;
3. 231° 15' 150.74 feet;
4. 321° 15' 10.00 feet along Easement E to the point of beginning and containing an area of 1,507 square feet, more or less.

-EASEMENTS G AND H:-

Beginning at a pipe at the south corner of this piece of land, the south corner of Lot 5 and the east corner of Lot 4, and running by true azimuths measured clockwise from south:

1. 141° 15' 10.00 feet along Easement F;
2. 231° 15' 31.32 feet;
3. 320° 44' 10.00 feet to a pipe;
4. 51° 15' 31.41 feet along Easement B to the point of beginning and containing an area of 313 square feet, more or less.

-EASEMENT B:-

Beginning at a pipe at the west corner of this piece of land and the south corner of Lot 1, the coordinates of said point of beginning referred to Government Survey Triangulation Station "MOSSMAN" being 128.33 feet south and 983.32 feet east, and running by true azimuths measured clockwise from South:

1. 231° 15' 227.11 feet along Easements C, D, E, F, G and H, to a pipe;
2. 320° 44' 10.00 feet to a pipe;
3. 51° 15' 227.16 feet to a pipe;
4. 141° 00' 10.00 feet to the point of beginning and containing an area of 2,271 square feet, more or less.

-EASEMENT A:-

Beginning at an "→" cut on concrete sidewalk at the southeast corner of this piece of land and on the northerly side of Union Street, the coordinates of said point of beginning referred to Government Survey Triangulation Station "MOSSMAN" being 203.81 feet south and 1,130.38 feet east, and running by azimuths measured clockwise from South:

1. 88° 18' 30" 18.80 feet along the northerly side of Union Street to a "+" cut on concrete sidewalk;
2. 141° 15' 114.54 feet to a pipe;

Thence on a curve to left with a radius of 15.00 feet, the azimuth and distance of the chord being:

3. 96° 15' 21.21 feet to a pipe;
4. 231° 15' 45.00 feet along Easement B;

Thence on a curve to the left with a radius of 15.00 feet, the azimuth and distance of the chord being:

5. 6° 15' 21.21 feet to a "+" cut on concrete walk;
6. 321° 15' 125.87 feet to the point of beginning and containing an area of 2,124 square feet, more or less.

BEING THE PREMISES ACQUIRED BY QUITCLAIM DEED

GRANTOR : EMMA KWOCK CHUN CORP., a Hawaii corporation

GRANTEE : CHUN KIM CHOW, LIMITED, a Hawaii corporation

DATED : July 27, 1967

RECORDED : Liber 5857 Page 469

SUBJECT, HOWEVER, to the following:

1. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
2. The terms and provisions contained in the following:

INSTRUMENT : DEED

DATED : October 1, 1937

RECORDED : Liber 1443 Page 462

3. Perpetual easement or right of way over, across, along and upon those portions of Lot 3 designated as "Easement E" and that perpetual easement or right of way over, across, along and upon those portions of Lot 4 designated as "Easement F", said easements being more particularly described as follows:

-EASEMENT "E":-

Beginning at a "+" cut on concrete walk at the south corner of this piece of land, the south corner of Lot 3 and the east corner of Lot 2, and running by true azimuths measured clockwise from South:

1. 141° 15' 10.00 feet along Easement D;
2. 231° 15' 22.50 feet;
3. 321° 15' 10.00 feet along Easement F to a pipe;
4. 51° 15' 22.50 feet along Easement B to the point of beginning and containing an area of 225 square feet, more or less.

-EASEMENT "F":-

Beginning at a pipe at the south corner of this piece of land, the south corner of Lot 4 and the east corner of Lot 3, and running by true azimuths measured clockwise from South:

1. 141° 15' 10.00 feet along Easement E;
2. 231° 15' 22.50 feet;
3. 321° 15' 10.00 feet along Easement G to a pipe;
4. 51° 15' 22.50 feet along Easement B to the point of beginning

and containing an area of 225 square feet, more or less.

4. Encroachments or any other matters as shown on survey map prepared by James R. Thompson, Land Surveyor, with Walter P. Thompson, Inc., dated September 21, 2007.

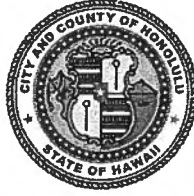
The foregoing includes, but is not limited to, the following:

A building wall crosses onto Lot 5 for 45 lineal feet along the easterly boundary. The worst condition being 1.16 feet.

DEPARTMENT OF PLANNING AND PERMITTING
CITY AND COUNTY OF HONOLULU

650 SOUTH KING STREET, 7TH FLOOR • HONOLULU, HAWAII 96813
PHONE: (808) 768-8000 • FAX: (808) 768-6041
DEPT. WEB SITE: www.honoluluapp.org • CITY WEB SITE: www.honolulu.gov

RICK BLANGIARDI
MAYOR



DEAN UCHIDA
DIRECTOR
DAWN TAKEUCHI APUNA
DEPUTY DIRECTOR

2022/ELOG-1349 (MAK)

Mr. Isaiah T. K. Sato
R. M. Towill Corporation
2024 North King Street, Suite 200
Honolulu, Hawaii 96819

Dear Mr. Sato:

SUBJECT: Environmental Assessment Determination
Fort Street Mall Mixed-Use Development
115 and 1159 Fort Street Mall – Honolulu
Tax Map Keys 2-1-010: 033 and 034

This is in response to your letter, received June 29, 2022, requesting Department of Planning and Permitting (DPP) concurrence that the subject Project can be exempted from Chapter 343, Hawaii Revised Statutes (HRS), the Environmental Impact Statement Law. The Hawaii Administrative Rules (HAR) Section 11-200.1 (Rules), enumerate an exemption for affordable housing projects if the Project meets certain criteria. We concur that the subject Project meets necessary criteria to be exempted from Chapter 343, HRS.

Pursuant to Section 11-200.1-15(10), HAR, new construction of affordable housing is an exempt action provided that it complies with applicable affordable housing regulations of the State or County, and it meets the following criteria:

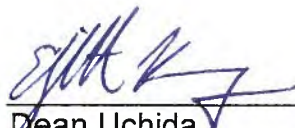
- The use of State or County lands or funds, or development within Waikiki are the only Chapter 343 triggers;
- The Project conforms with the State Land Use Urban classification;
- The Project is located within a County zoning district that allows for housing; and,
- The Project does not require a Shoreline Setback Variance and is not in an environmentally sensitive area, pursuant to HAR Section 11-200.1-13(b)(11).

Mr. Isaiah Sato
July 11, 2022
Page 2

Based on the information provided, the only Chapter 343, HRS, trigger is the use of State funds. Our records show the site is within the State Land Use Urban classification and is within the BMX-4 Central Business Mixed-Use District, which allows for housing. Additionally, in accordance with Section 11-200.1-13(b)(11), HAR, the site is not located within environmentally sensitive area because it is not a shoreline lot, not affected by 3.2 feet of sea level rise, not within a flood hazard area, not a beach or an erosion-prone area, and not within the tsunami evacuation zone.

Therefore, provided that the Project complies with the applicable affordable housing regulations of the State or County, we agree that it meets all the necessary requirements to be considered an exempt action for purposes of Chapter 343, HRS.

Should you have any questions, please contact Michael Kat, of our Zoning Regulations and Permits Branch, at (808) 768-8013 or via email at michael.kat@honolulu.gov and refer to the above file number.


FOR: Dean Uchida
Director

Date: July 11, 2022

Note: If you have appointed an agent to represent you, all future correspondence will be with the agent. If you should change agents, please notify the Department of Planning and Permitting immediately.

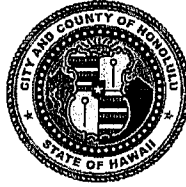
DEPARTMENT OF PLANNING AND PERMITTING
CITY AND COUNTY OF HONOLULU

650 SOUTH KING STREET, 7TH FLOOR • HONOLULU, HAWAII 96813
PHONE: (808) 768-8000 • FAX: (808) 768-6041
DEPT. WEB SITE: www.honoluluodpp.org • CITY WEB SITE: www.honolulu.gov

RICK BLANGIARDI
MAYOR

DEAN UCHIDA
DIRECTOR

DAWN TAKEUCHI APUNA
DEPUTY DIRECTOR



2022/ELOG-1558 (MAK)

NOTICE OF ELIGIBILITY
CHAPTER 201H, HAWAII REVISED STATUTES

File No.: 2022/ELOG-1558
Owner: Roman Catholic Church in the State of Hawaii
Applicant: Catholic Charities Housing Development Corporation
Agent: R.M. Towill Corporation (Isaiah Sato)
Location: 1155 and 1159 Fort Street Mall - Honolulu
Tax Map Keys: 2-1-010: 033 and 034
Received: July 28, 2022
Request: Determination of Eligibility for affordable housing exemptions pursuant to Chapter 201H, Hawaii Revised Statutes (HRS), from various planning, zoning, construction and/or development standards for an affordable housing project.

The above application for a mixed-use development project with 66 affordable units, one manager's unit, and 15,000 square feet of commercial space has been reviewed and determined to be **eligible** for processing pursuant to the City's 201H Housing Program Administrative Rules (201H Rules), as discussed below.

Project Eligibility: *Eligible projects must contain at least 30 dwelling units, of which at least 51 percent will be affordable to low- and moderate-income households. More specifically, at least 20 percent of the units must be set aside for households earning annual incomes less than 80 percent of the area median income (AMI), and 31 percent of the total number of units must be set aside for households earning between 81 percent and 120 percent of the AMI, or lower. The affordable units must remain affordable for a period not less than 30 years.*

As detailed in your request, the Project will include 66 affordable units, 10.45 percent (7 units) of which will be set aside for households earning no more than 30 percent of the AMI, and 88.06 percent (59 units) of which will be set aside for households

earning no more than 60 percent of the AMI. One market rate unit (1.49 percent) will also be included as a manager's unit. All of the affordable units will be affordable for a period of at least 61 years. Therefore, the Project complies with this eligibility requirement of the 201H Rules.

Applicant Eligibility: *The Applicant is deemed eligible under the City's 201H Program if they are licensed or otherwise authorized to do business within the State, have a reasonable amount of experience in the type of work proposed, and have obtained site control of the Project site.*


The Applicant, Catholic Charities Housing Development Corporation, is licensed or otherwise authorized to do business in the State, has a reasonable amount of experience in the type of work being proposed, and is the fee simple owner of the Project site. Considering this, the Applicant is eligible to submit the application for review under the 201H Rules.

Chapter 343, HRS: *An Environmental Assessment and Finding of No Significant Impact or Environmental Impact Statement, pursuant to Chapter 343, HRS, as necessary.*

On July 11, 2022, the Department of Planning and Permitting (DPP) determined that the subject Project meets necessary criteria to be exempted from Chapter 343, HRS, under Hawaii Administrative Rules Chapter 11-200.1-15.

The Applicant has supplied all of the necessary information for the DPP to make a determination of eligibility, pursuant to Section 20-25-8 of the City's 201H Rules. Therefore, the Project is **eligible** for further processing under the City's 201H Program.

Should you have any questions, please contact Michael Kat, of our Zoning Regulations and Permits Branch, at (808) 768-8013 or via email at michael.kat@honolulu.gov and refer to the above file number.



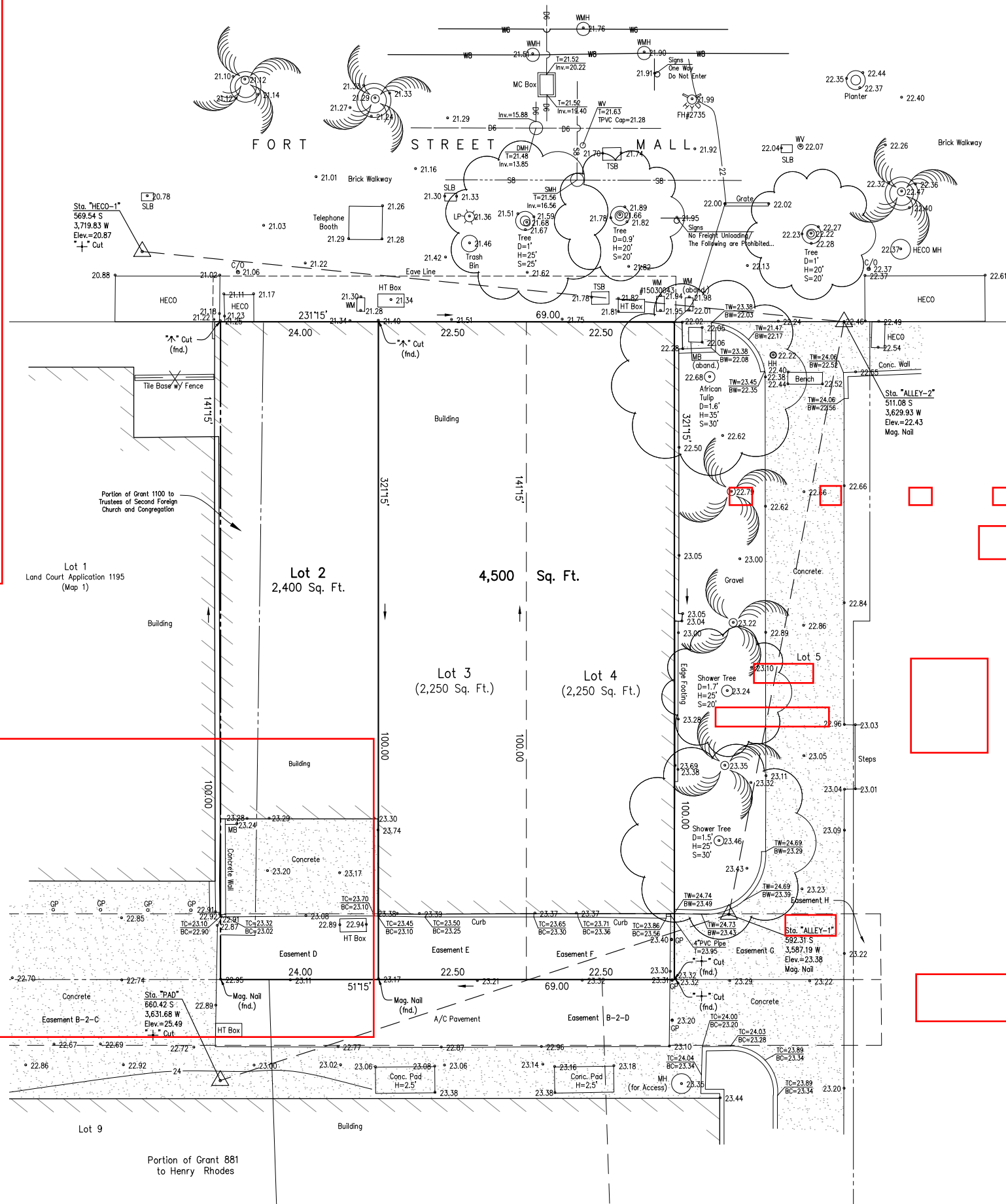
Dean Uchida
Director

Date: August 4, 2022

Note: If you have appointed an agent to represent you, all future correspondence will be with the agent. If you should change agents, please notify the DPP immediately.

Appendix 5

Topography



Abbreviations:

A/C	Asphaltic Concrete
BC	Bottom Curb
BW	Bottom Wall
C/O	Clean Out
Conc.	Concrete
D	Diameter
DMH	Drain Manhole
FH	Fire Hydrant
fn.d.	Found
GP	Guard Post
H	Height
HECO	Hawaiian Electric Company
HH	Handhole
HT	Hawaiian Telcom
Inv.	Invert
LP	Lamp Post
MB	Mail Box
MC	Metal Cover
MH	Manhole
S	Spread
SLB	Street Light Box
SMH	Sewer Manhole
T	Top
TC	Top Curb
TSB	Traffic Signal Box
TW	Top Wall
WM	Water Meter
WMH	Water Manhole
WV	Water Valve

Notes:

Azimuths are referred to Government Survey Triangulation Station "PUNCHBOWL".

Boundaries shown are from record data.

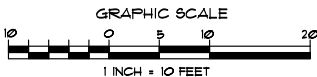
Elevations are based on Mean Sea Level (MSL).

All visible utility structures have been located in the field, however, connection of underground utility lines as shown are unverified and compiled from existing data.

Underground utilities shown hereon are for information only, having been obtained from the best available sources, but from others not connected with this company. Therefore, no guarantee is made on the accuracy or completeness of said information.

Topographic Survey
Lots 2 to 4, Inclusive
Being a Portion of Grant 881
to Henry Rhodes

At Honolulu, Oahu, Hawaii
Tax Map Key: (1) 2-1-010: 0.33 and 034



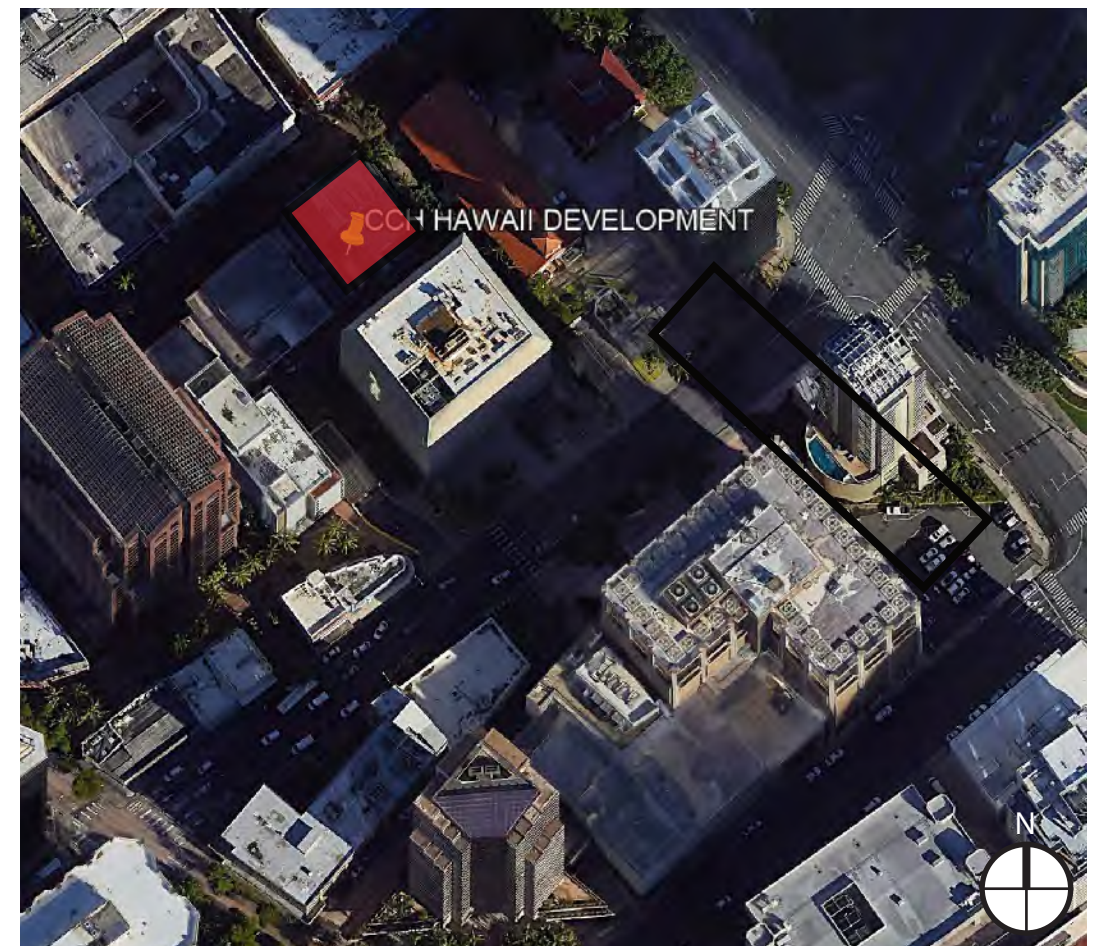
Appendix 6

Conceptual Plans and Renderings



1155 & 1159 FORT STREET MALL

CATHOLIC CHARITIES OF HAWAII DEVELOPMENT CORPORATION | CONCEPT PACKAGE



1155 & 1159 FORT STREET | SITE



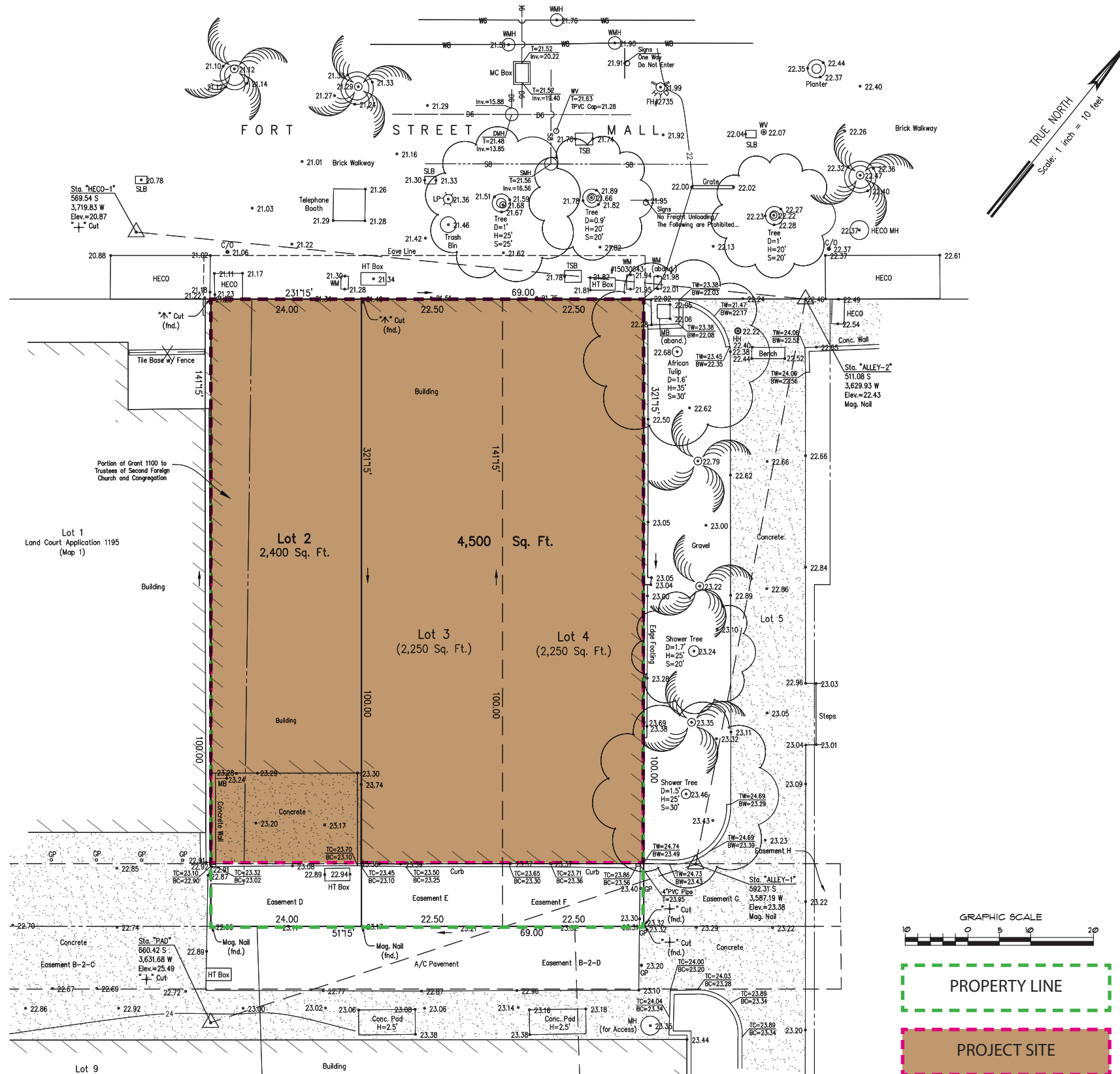
1155 & 1159 FORT STREET MALL

CATHOLIC CHARITIES OF HAWAII | DC | CONCEPT PACKAGE | AUGUST 2022

DESIGN PARTNERS
INCORPORATED



FORT STREET MALL DEVELOPMENT | NEIGHBORHOOD



PROPERTY INFORMATION

TMK:

2 Individual Parcels
2-1-010:033 & 2-1-010:034

Lot Area:

6,900 SF

Zoning
Designation:

BMX-4

Height Limit:

400'-0"

Max. FAR:

PROJECT PROPOSING 10.0

Street
Setback:

PROJECT PROPOSING
Front: 0'
Side / Rear: 0'

SITE ANALYSIS | PROPERTY INFORMATION

1155 & 1159 FORT STREET MALL

CATHOLIC CHARITIES OF HAWAII | DC | CONCEPT PACKAGE | SEPTEMBER 2022

DESIGN PARTNERS
INCORPORATED

CHAPLAIN LN

FORT STREET MALL

CATHEDRAL BASILICA
OF OUR LADY OF PEACE

100.00

1155 & 1559 FORT ST. MALL

69.00

FINANCE
FACTORS

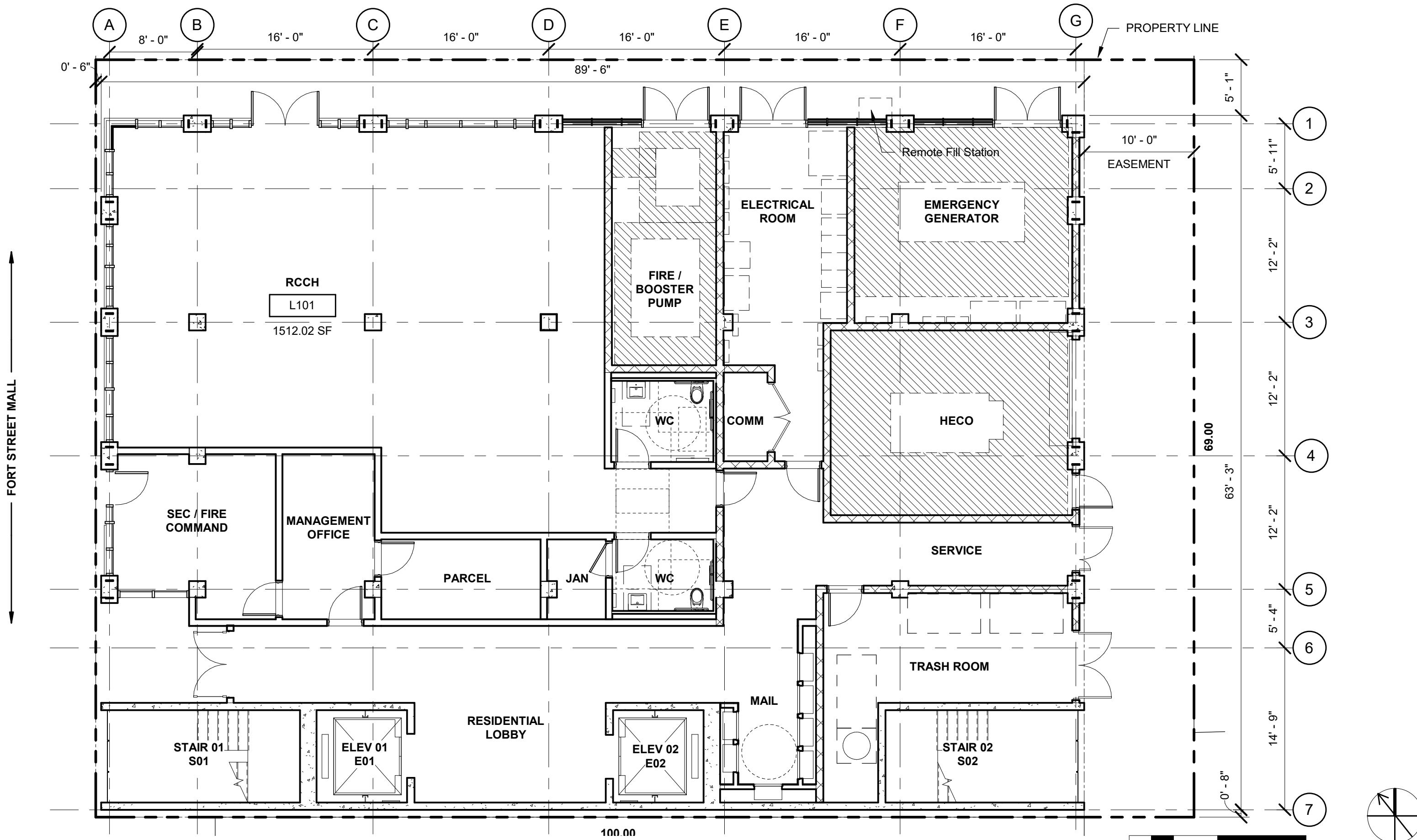
ADJACENT BUILDING

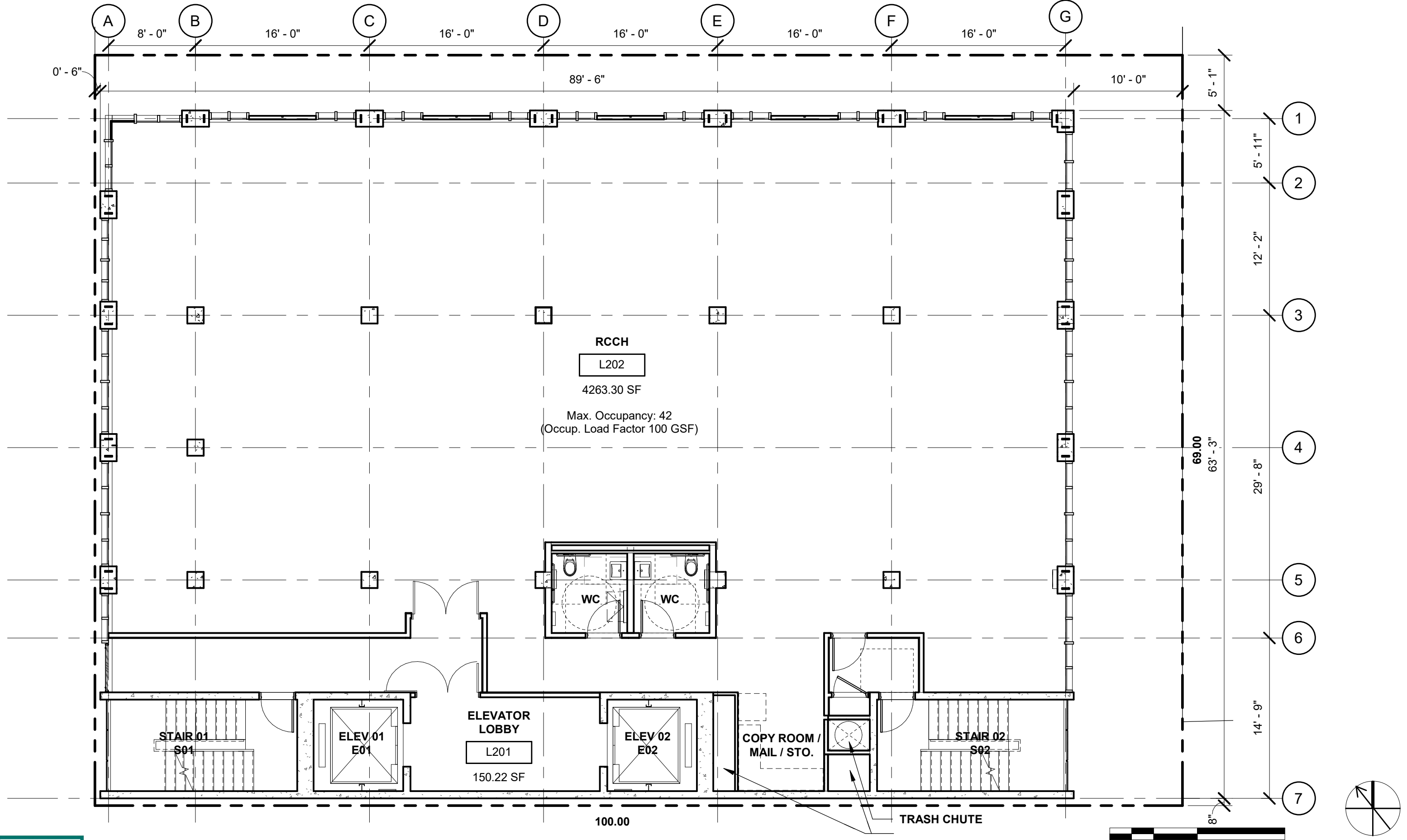


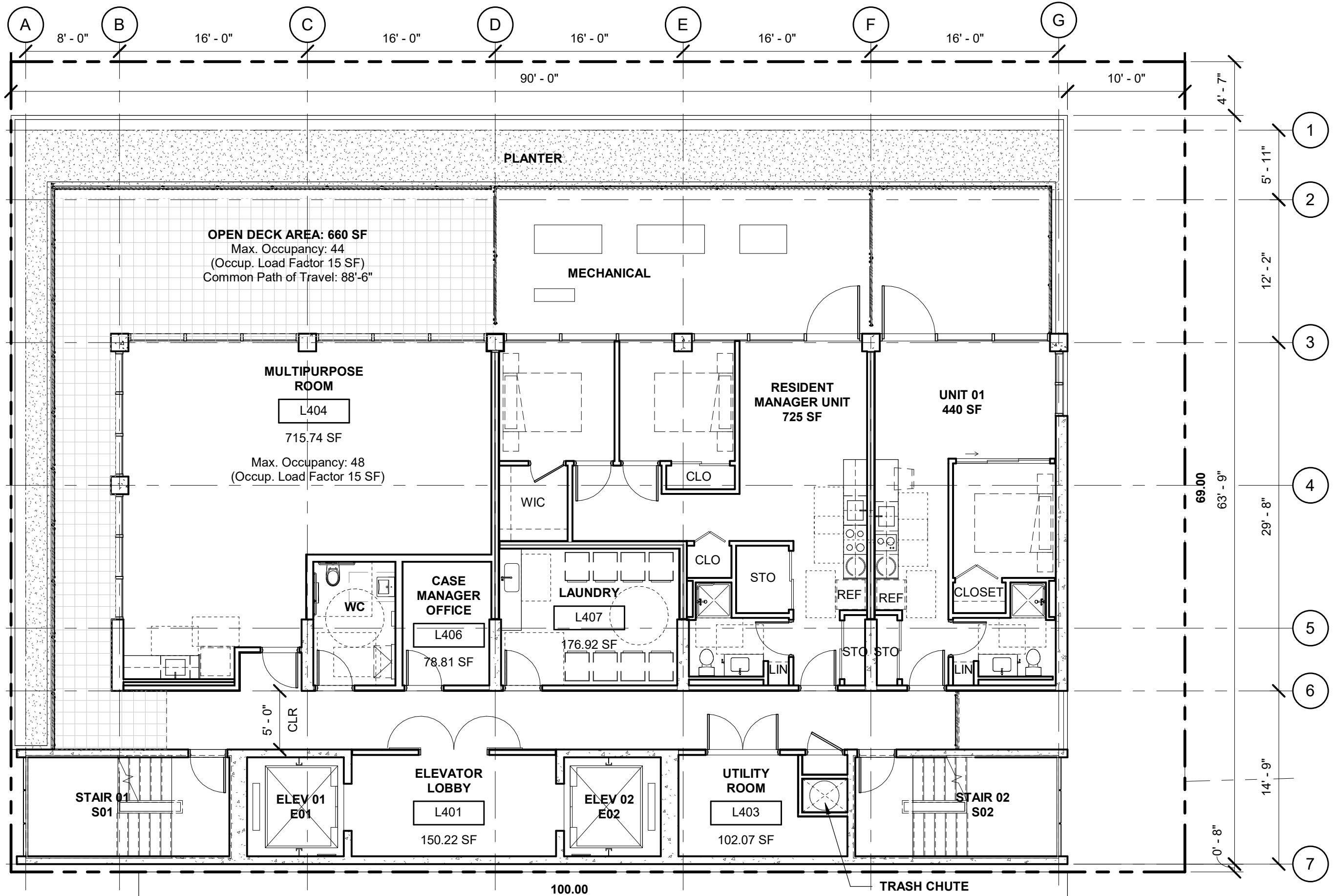
1155 & 1159 FORT STREET MALL

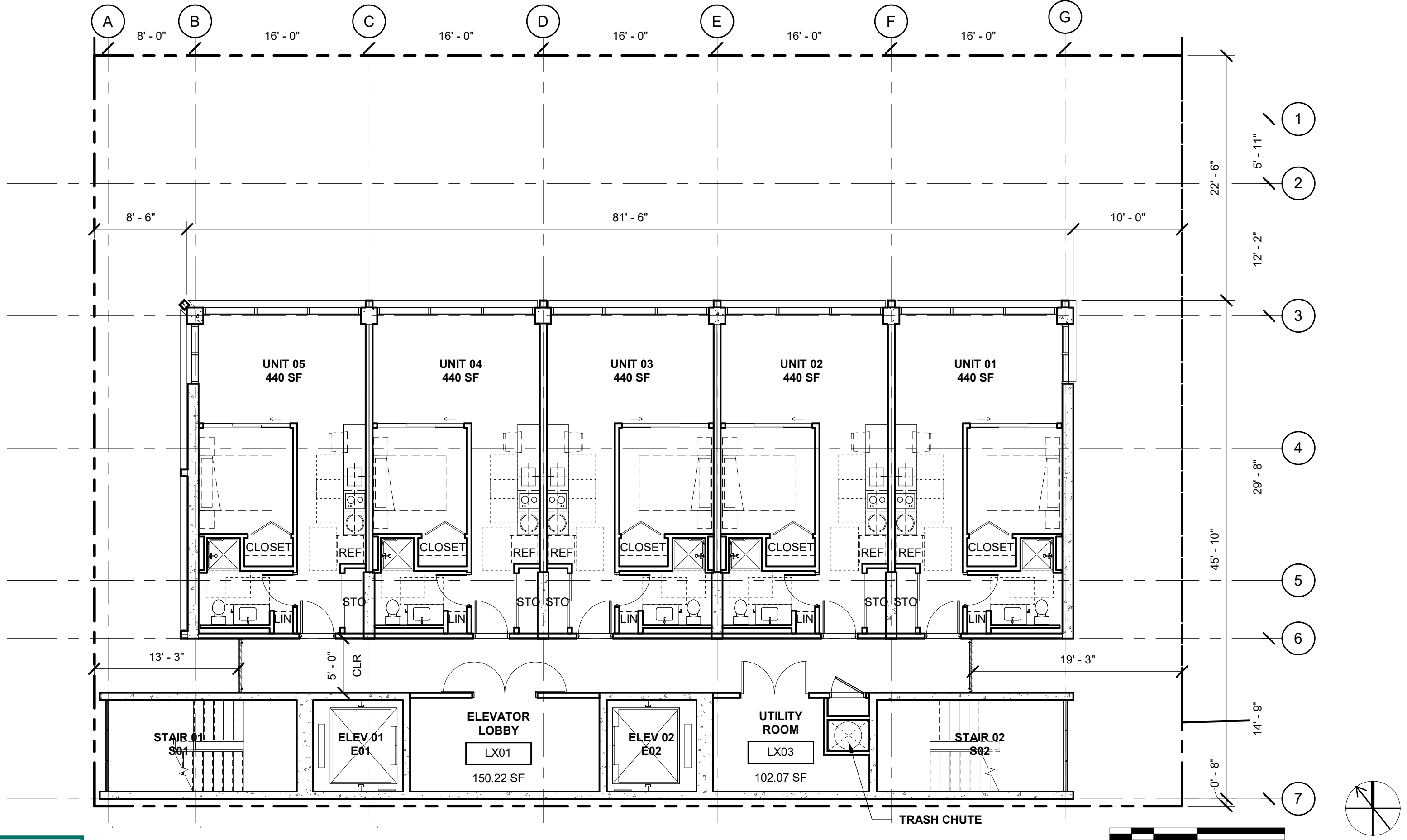
CATHOLIC CHARITIES OF HAWAII | DC | CONCEPT PACKAGE | SEPTEMBER 2022

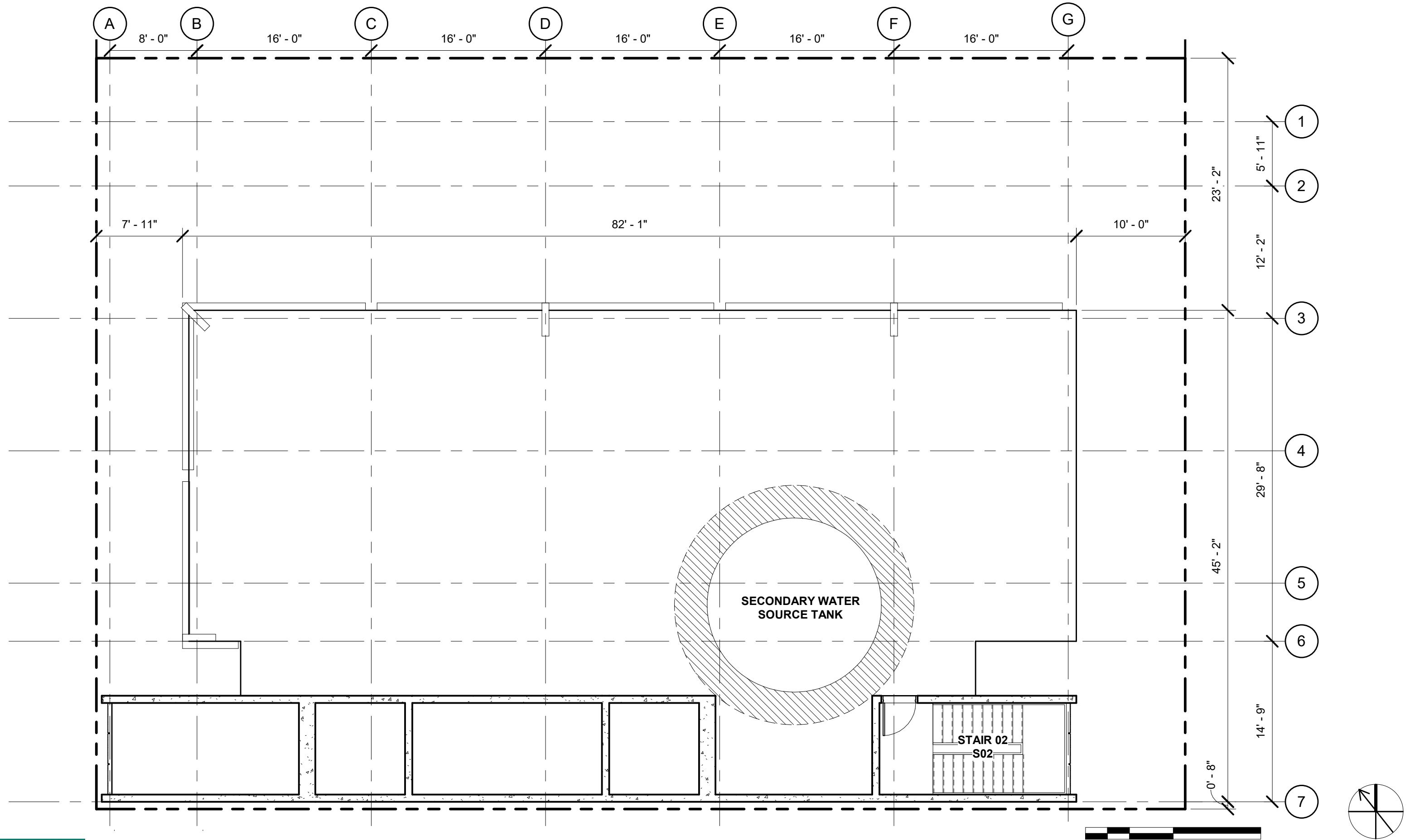
DESIGN PARTNERS
INCORPORATED



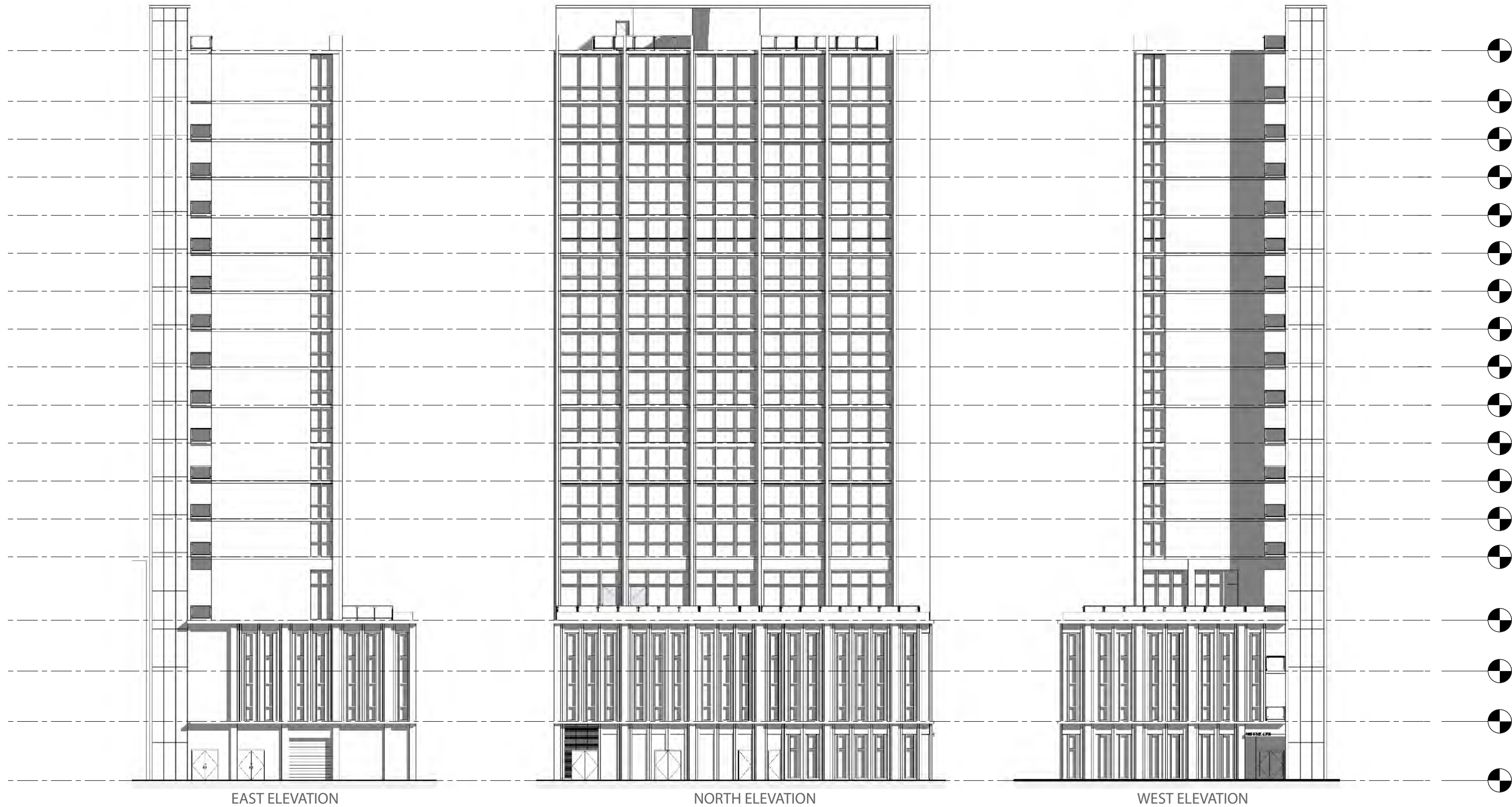










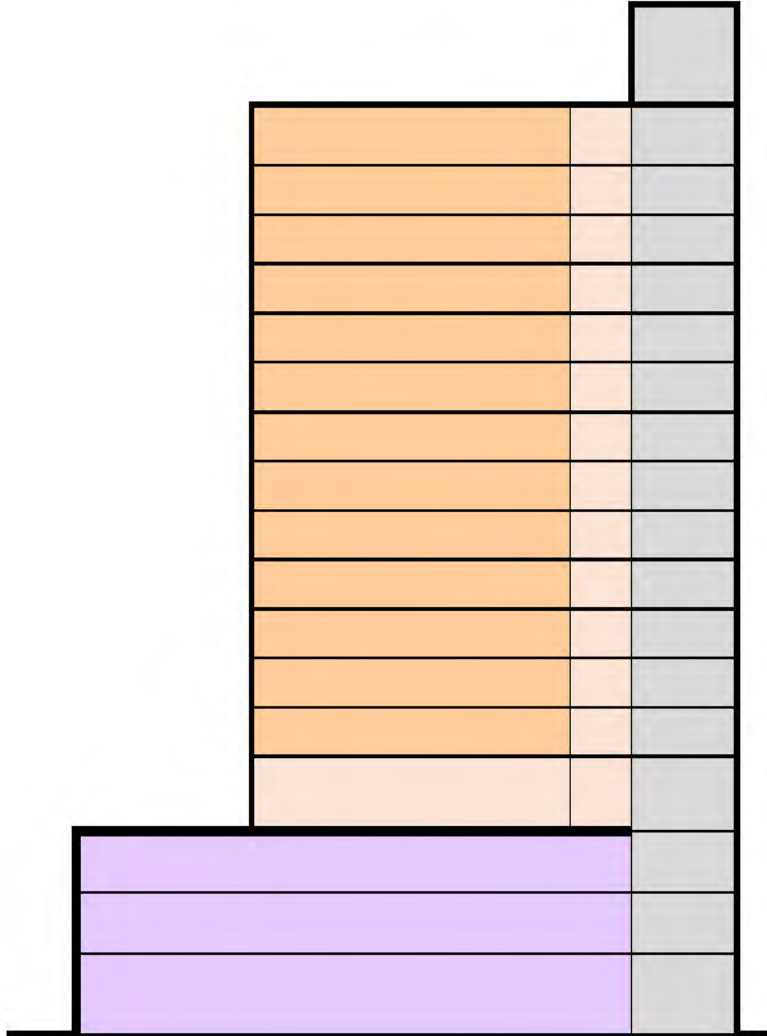


EAST ELEVATION

NORTH ELEVATION

WEST ELEVATION





TOWER			AREA (SF)		UNIT COUNT	
LEVEL	F2F	ELEV	RCCH	RESIDENTIAL	1-BEDRM	2-BEDRM
ROOF		191.00				
MECH	18.00	173.00		864.30		
17	12.00	161.00		3,672.15	5	-
16	9.00	152.00		3,672.15	5	-
15	9.00	143.00		3,672.15	5	-
14	9.00	134.00		3,672.15	5	-
13	9.00	125.00		3,672.15	5	-
12	9.00	116.00		3,672.15	5	-
11	9.00	107.00		3,672.15	5	-
10	9.00	98.00		3,672.15	5	-
9	9.00	89.00		3,672.15	5	-
8	9.00	80.00		3,672.15	5	-
7	9.00	71.00		3,672.15	5	-
6	9.00	62.00		3,672.15	5	-
5	9.00	53.00		3,672.15	5	-
4	15.00	38.00		3,672.15	1	1
3	12.00	26.00	5,575.01		-	-
2	12.00	14.00	5,575.01		-	-
1	14.00	0.00	5,575.01		-	-
TOTAL FAR AREA			68,999.43		66	1
ALLOWABLE FAR AREA BASED ON 10.0 FAR			69,000.00		67	

100.0%

SITE AREA

6,900





DESIGN CONCEPTS | MASSING VISUALIZATIONS

1155 & 1159 FORT STREET MALL

CATHOLIC CHARITIES OF HAWAII | DC | CONCEPT PACKAGE | AUGUST 2022



DESIGN PARTNERS
INCORPORATED



DESIGN CONCEPTS | MASSING VISUALIZATIONS



1155 & 1159 FORT STREET MALL

CATHOLIC CHARITIES OF HAWAII | DC | CONCEPT PACKAGE | AUGUST 2022

 DESIGN PARTNERS
INCORPORATED



1155 & 1159 FORT STREET MALL

CATHOLIC CHARITIES OF HAWAII | DC | CONCEPT PACKAGE | AUGUST 2022

 **DESIGN PARTNERS**
INCORPORATED



1155 & 1159 FORT STREET MALL

CATHOLIC CHARITIES OF HAWAII DC | CONCEPT PACKAGE | AUGUST 2022

 DESIGN PARTNERS
INCORPORATED



1155 & 1159 FORT STREET MALL

CATHOLIC CHARITIES OF HAWAII | DC | CONCEPT PACKAGE | AUGUST 2022

DESIGN PARTNERS
INCORPORATED



1155 & 1159 FORT STREET MALL

CATHOLIC CHARITIES OF HAWAII | DC | CONCEPT PACKAGE | AUGUST 2022

 **DESIGN PARTNERS**
INCORPORATED



1155 & 1159 FORT STREET MALL

CATHOLIC CHARITIES OF HAWAII DC | CONCEPT PACKAGE | AUGUST 2022



1155 & 1159 FORT STREET MALL

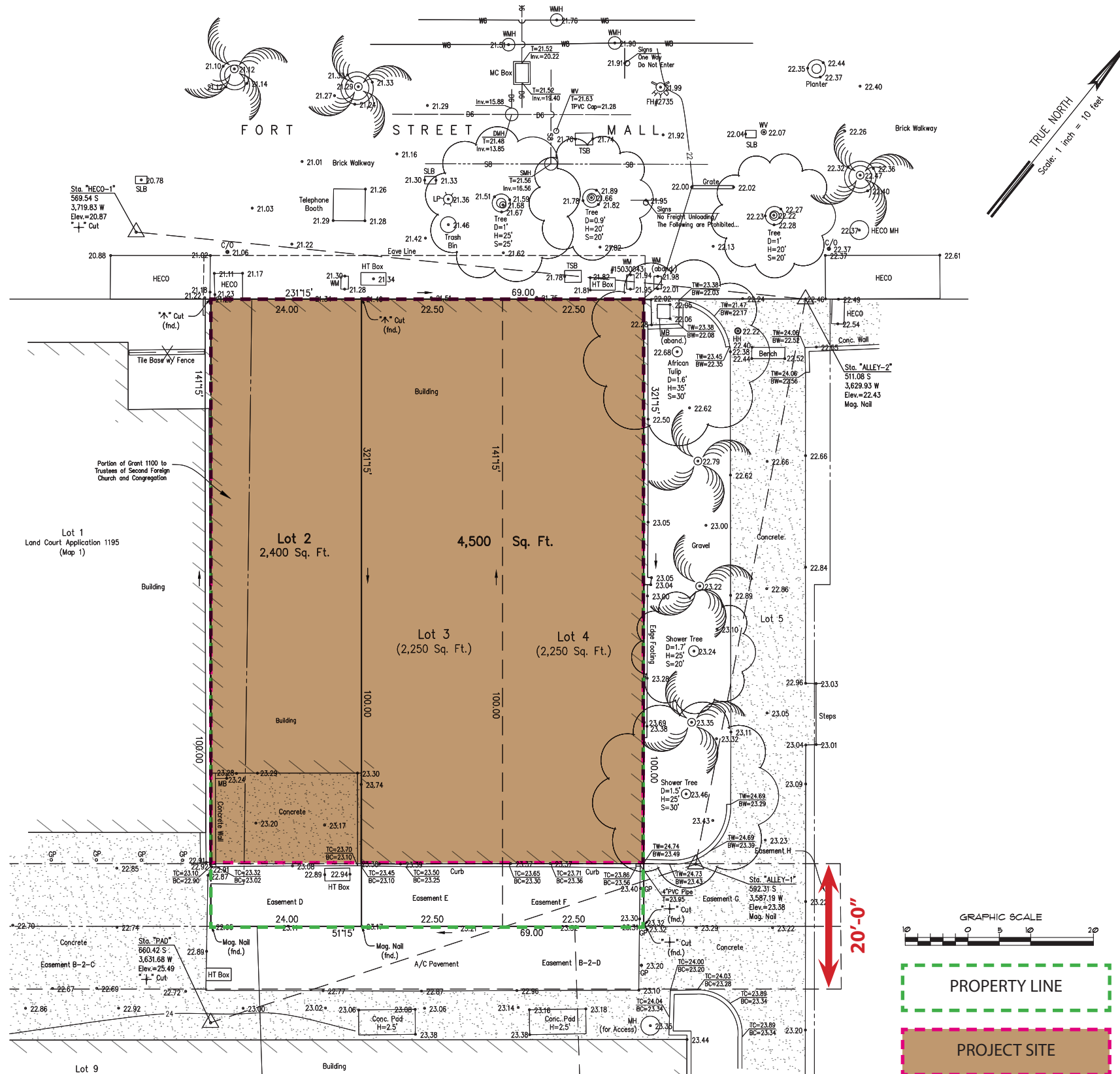
CATHOLIC CHARITIES OF HAWAII | DC | CONCEPT PACKAGE | AUGUST 2022

 **DESIGN PARTNERS**
INCORPORATED



1155 & 1159 FORT STREET MALL

CATHOLIC CHARITIES OF HAWAII DEVELOPMENT CORPORATION | ZONING SETBACK PACKAGE



PROPERTY INFORMATION

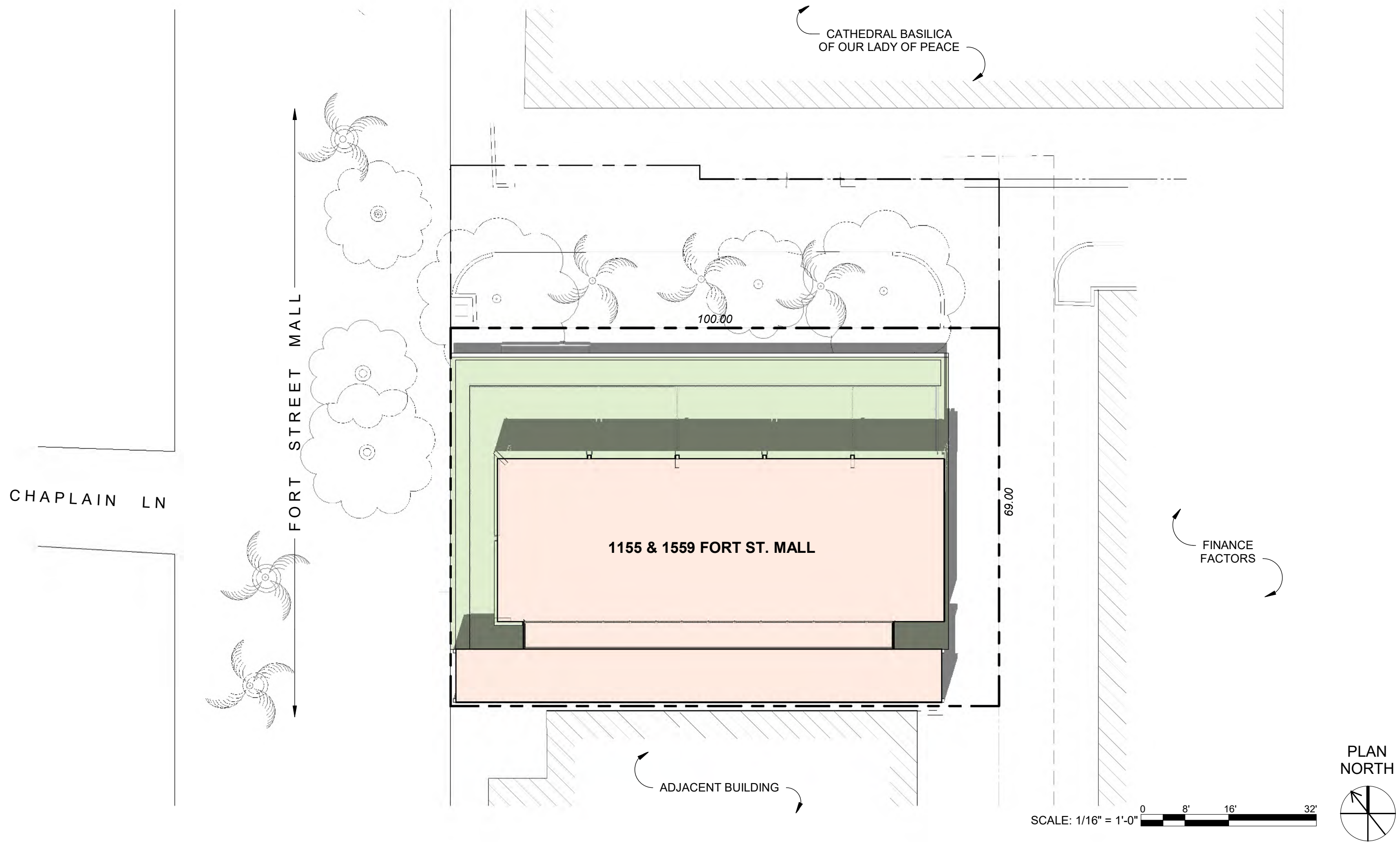
TMK:	2 Individual Parcels 2-1-010:033 & 2-1-010:034
Lot Area:	6,900 SF
Zoning Designation:	BMX-4
Height Limit:	400'-0"
Max. FAR:	PROJECT PROPOSING 10.0
Street Setback:	PROJECT PROPOSING Front: 0' Side / Rear: 0'

NOTE: SURVEYED WIDTH OF SERVICE STREET (EASEMENTS D/E/F/G/B-2-D) IS APPROX. 20'-0" IN WIDTH w/ 10'-0" EASEMENT SETBACK STARTING AT THE PROPERTY LINE OF RCCH. PROPERTY LINE IS THE 1/2 POINT OF THE SERVICE STREET

SITE ANALYSIS | PROPERTY INFORMATION

1155 & 1159 FORT STREET MALL

CATHOLIC CHARITIES OF HAWAII | DC | ZONING SETBACK PACKAGE | NOVEMBER 2022

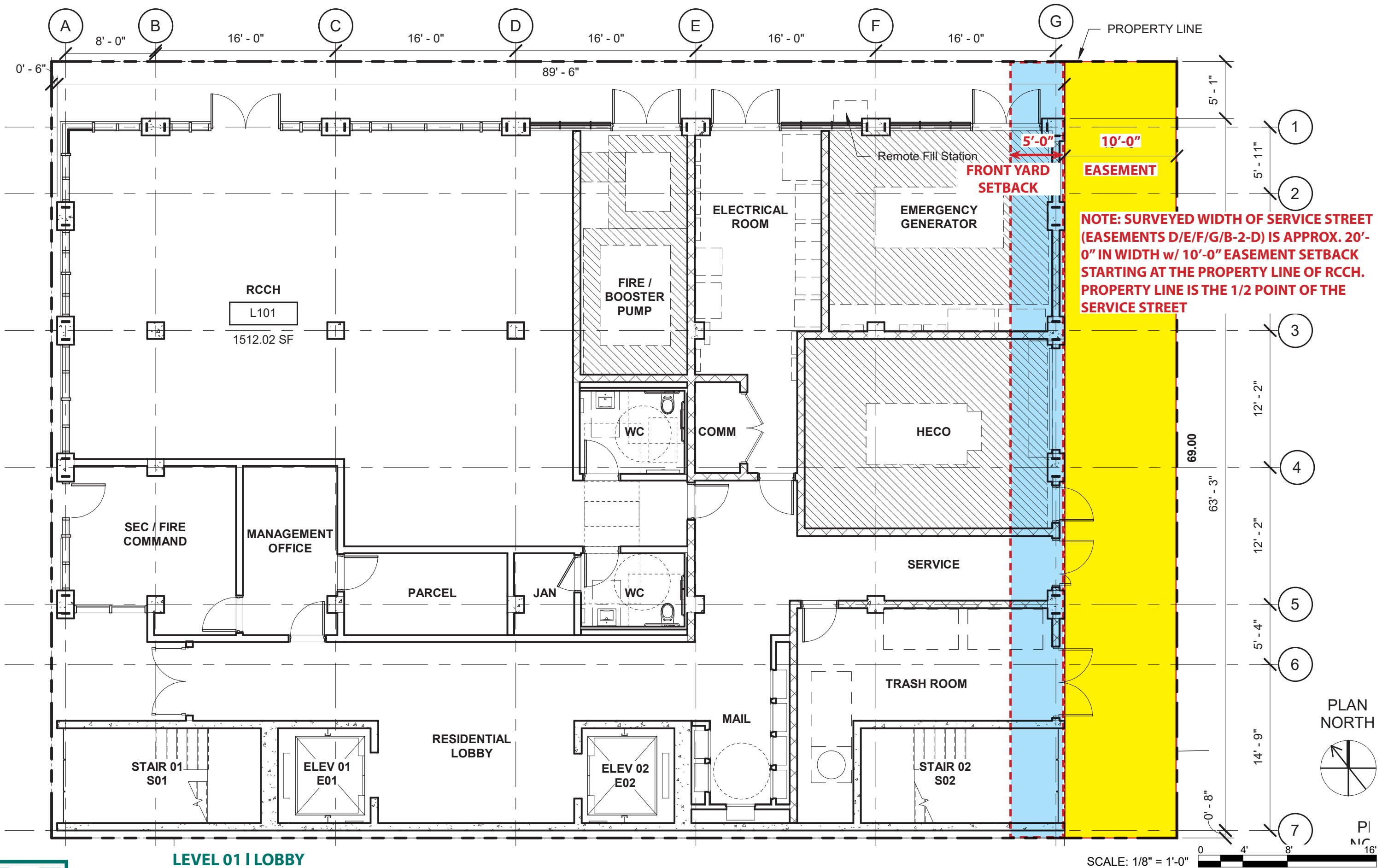


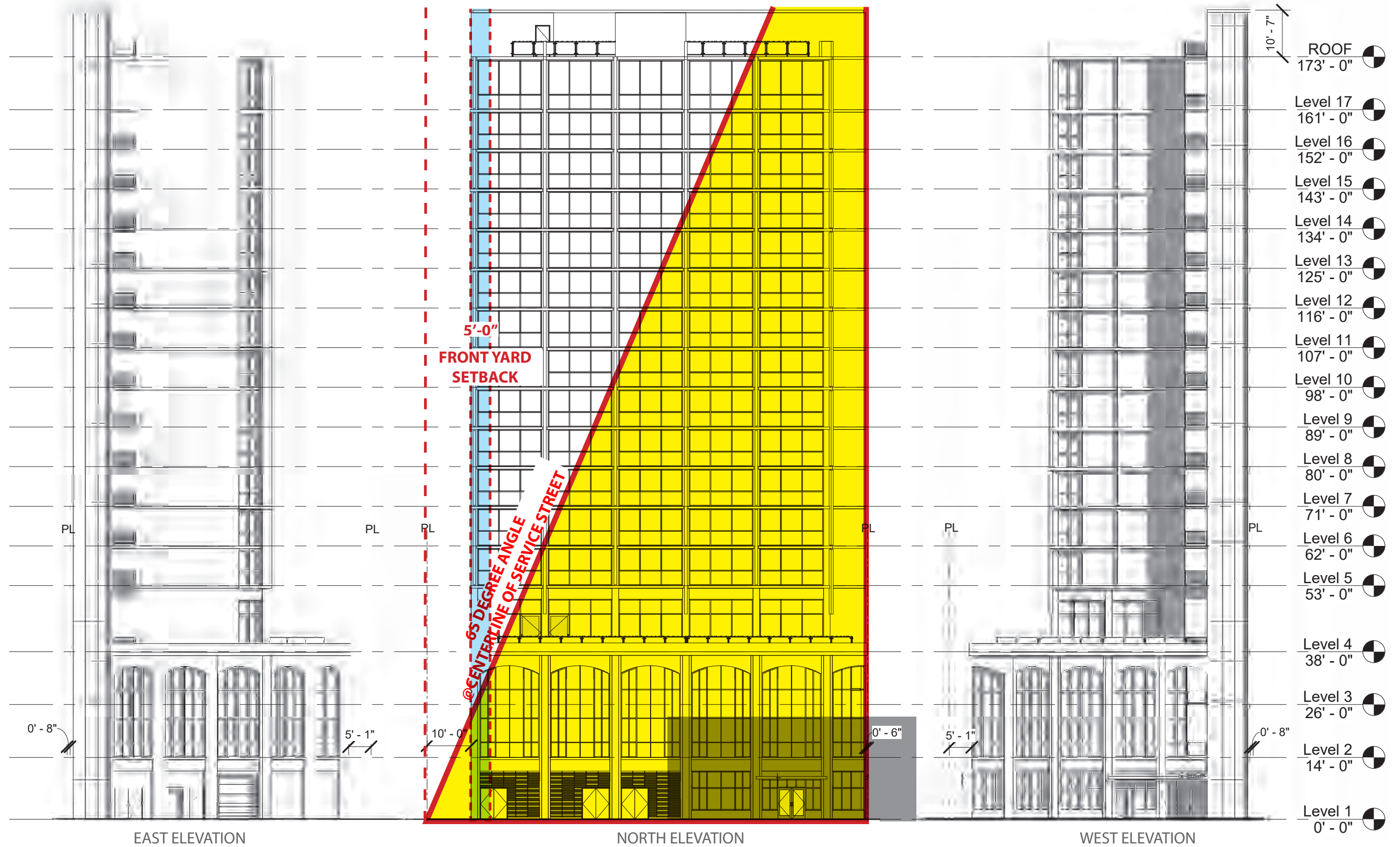
SITE PLAN

1155 & 1159 FORT STREET MALL

CATHOLIC CHARITIES OF HAWAII | DC | ZONING SETBACK PACKAGE | NOVEMBER 2022







NORTH ELEVATION
HONOLULU LAND USE ORDINANCE
CHAPTER 21 FIGURE 21-3.9

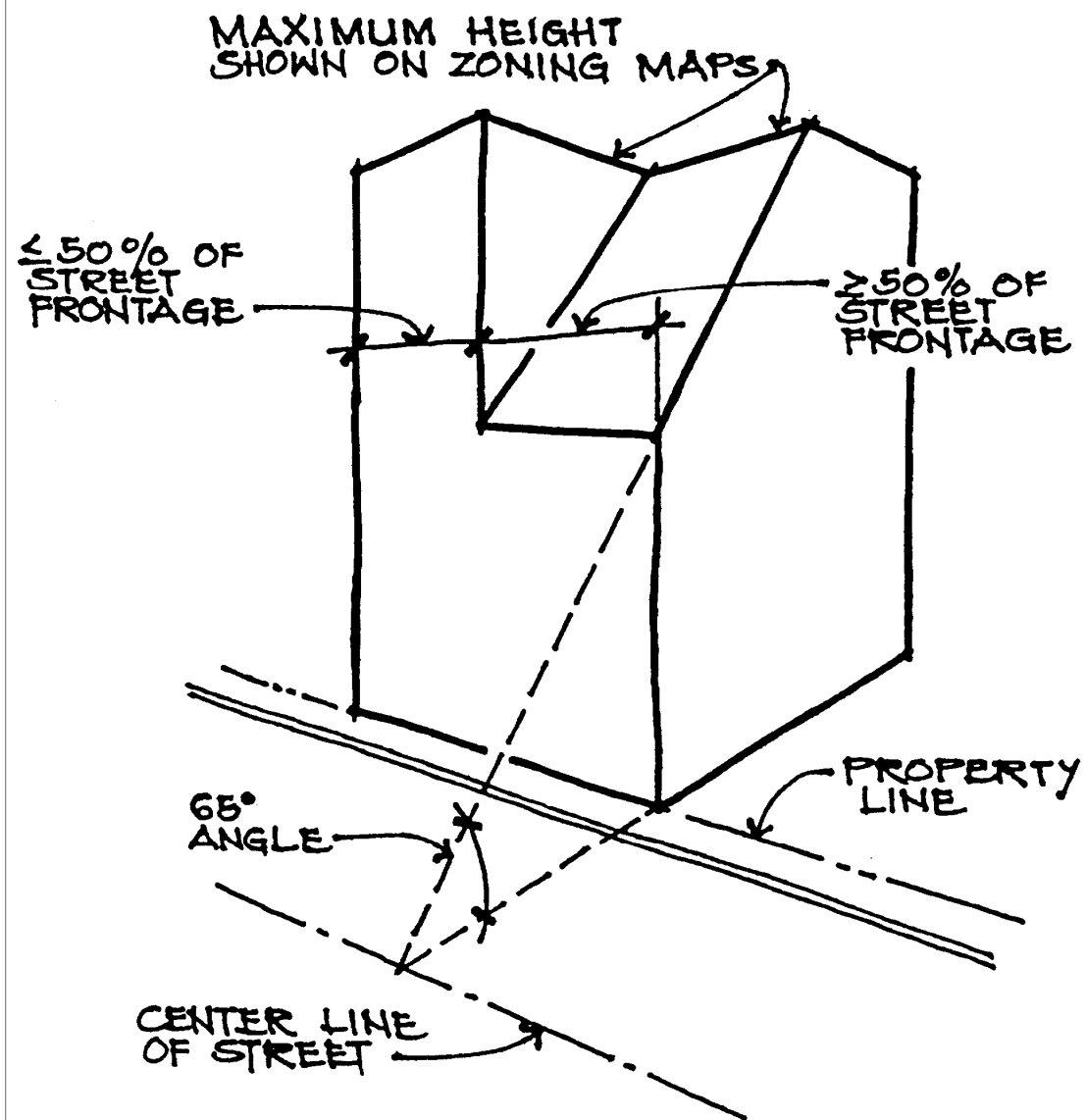
ELEVATIONS

1155 & 1159 FORT STREET MALL

CATHOLIC CHARITIES OF HAWAII | DC | ZONING SETBACK PACKAGE | NOVEMBER 2022



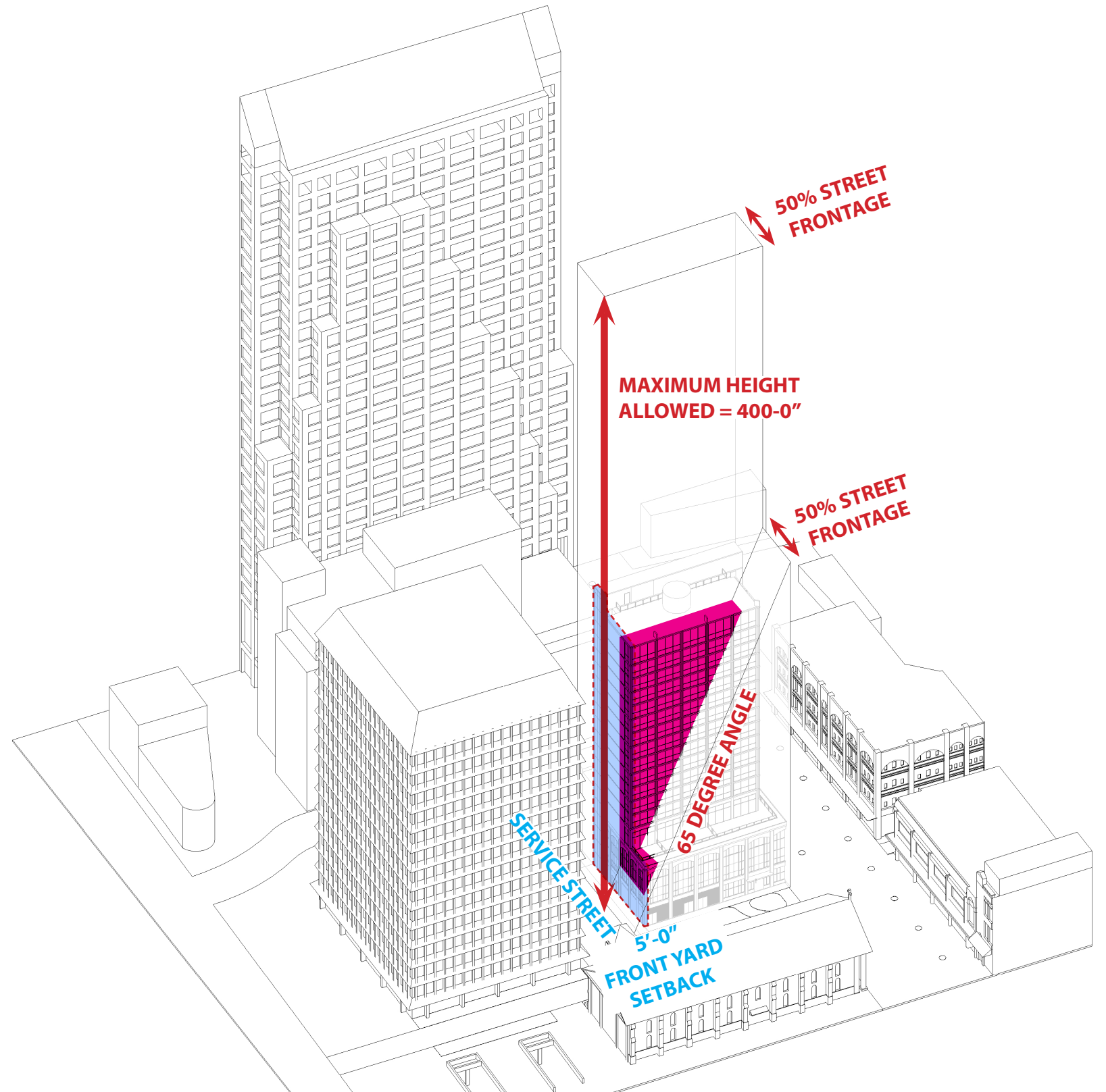
HONOLULU LAND USE ORDINANCE
CHAPTER 21 FIGURE 21-3.9



65 DEGREE ANGLE HEIGHT LIMIT (BMX-4 DISTRICT)

Sec. 21-3.120-2 Business mixed use district uses and development standards.

- (5) BMX-4 District Height Setback. For a minimum of 50 percent of any contiguous street frontage, no portion of a structure located on a lot adjacent to a street may exceed a height that is intersected by a plane over the buildable area that makes an angle of 65 degrees with the horizontal at ground elevation at the center line of the street (see Figure 21-3.9).



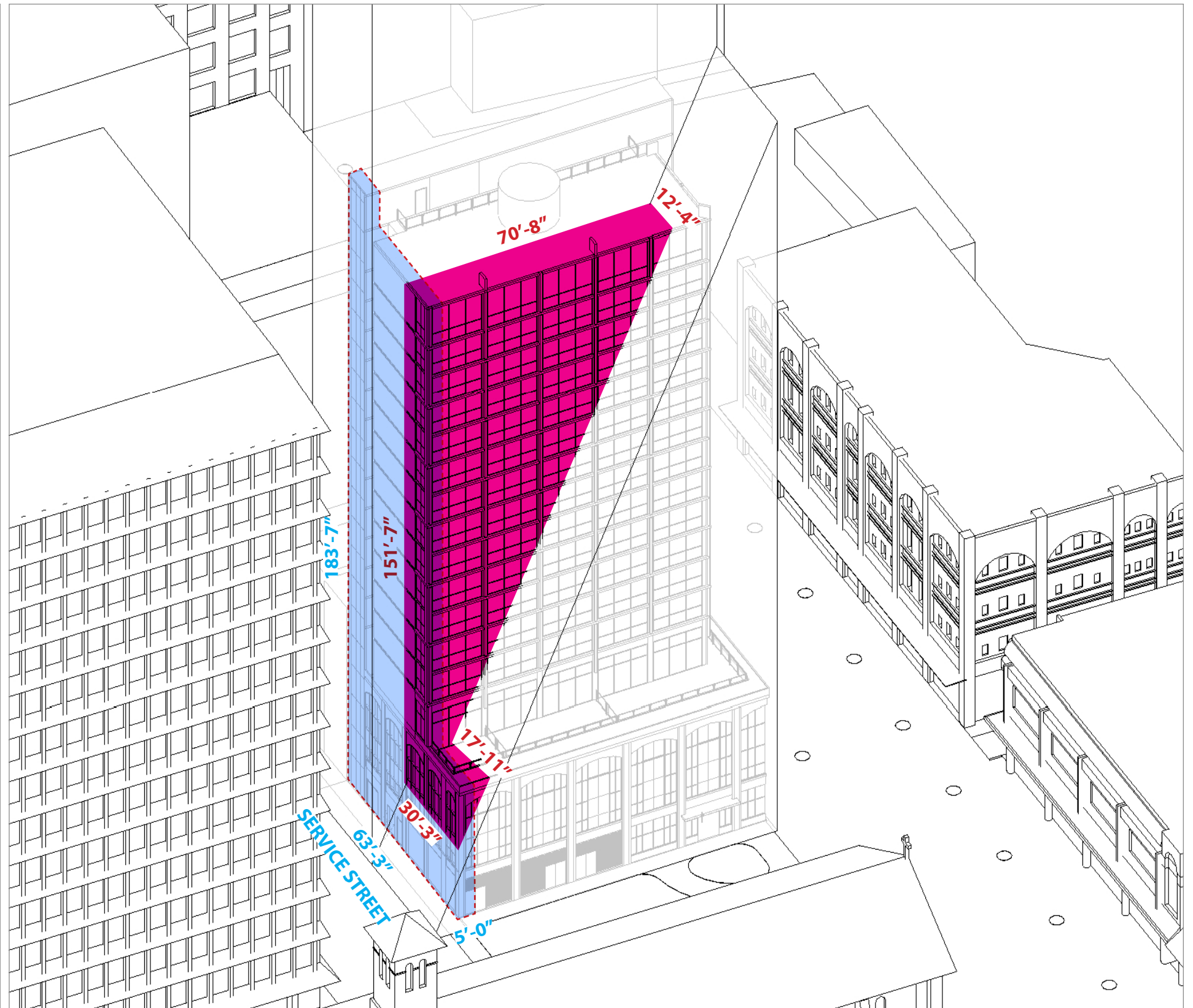
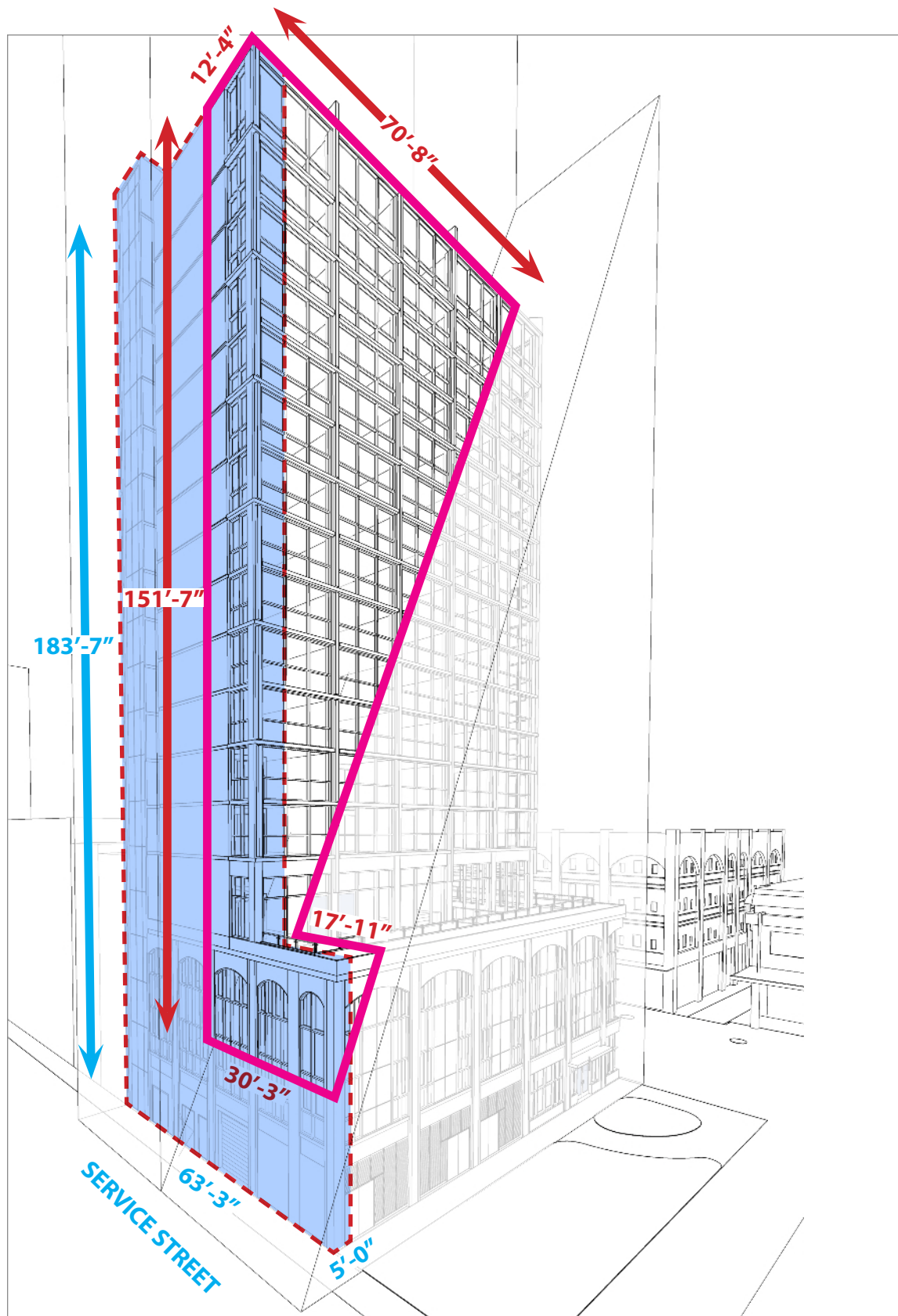
ZONING CONCEPTS | ANGLE SETBACK STUDIES FROM SERVICE STREET



1155 & 1159 FORT STREET MALL

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DESIGN PARTNERS
INCORPORATED



ZONING CONCEPTS | ANGLE SETBACK STUDIES FROM SERVICE STREET

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Appendix 7

Archaeological Inventory Survey

**PRELIMINARY DRAFT—Archaeological Inventory Survey for
1155 & 1159 Fort Street Mall, Honolulu Ahupua‘a, Honolulu
(Kona) District, Island of O‘ahu, Hawai‘i**

TMK: (1) 2-1-010:033 and 034



Prepared For:

Avalon Development Company LLC
800 Bethel Street, Suite 501
Honolulu, HI 96813

August 2022



Keala Pono Archaeological Consulting, LLC • PO Box 1645, Kāne‘ohe, HI 96744 • Phone 808.381.2361

**PRELIMINARY DRAFT— Archaeological Inventory Survey
for 1155 & 1159 Fort Street Mall, Honolulu Ahupua‘a,
Honolulu (Kona) District, Island of O‘ahu, Hawai‘i**

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MANAGEMENT SUMMARY

Keala Pono Archaeological Consulting conducted the pedestrian survey portion of an archaeological inventory survey (AIS), in advance of construction for proposed residential and commercial construction at 1155 and 1159 Fort Street Mall. This is located in Honolulu Ahupua'a, Honolulu (Kona) District, on the island of O'ahu on TMK: (1) 2-1-010:033 and 034, two parcels with a collective area of 0.064 ha (0.16 ac.). The open spaces surrounding the existing building were covered by the pedestrian survey.

The pedestrian survey identified the existing historic building located on the parcels and shown on historic maps. The project area has been extensively disturbed by prior development, including buildings, pavements, walkways, alleys, and landscaped areas. Subsurface testing is pending, and results will be added to draft and final AIS reports.

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INTRODUCTION

At the request of Avalon Development Company, Keala Pono Archaeological Consulting conducted the pedestrian survey portion of an archaeological inventory survey (AIS) in support of proposed mixed-use construction at 1155 and 1159 Fort Street Mall, Honolulu Ahupua‘a, Honolulu (Kona) District, Island of O‘ahu on TMK: (1) 2-1-010:033 and 034. This work was designed to identify, document, assess significance, and provide mitigation recommendations for any historic properties that may be located in the project area in anticipation of the proposed construction.

This report is drafted to meet the requirements and standards of state historic preservation law, as set out in Chapter 6E of the Hawai‘i Revised Statutes and the State Historic Preservation Division’s (SHPD’s) draft *Rules Governing Standards for Archaeological Inventory Surveys and Reports*, §13–276.

The report begins with a description of the project area and a historical overview of land use, Hawaiian traditions, and archaeology in the area. The next section presents methods used in the fieldwork, followed by results of the survey. Project results are summarized and recommendations are made in the final section. Hawaiian words and technical terms are defined in a glossary at the end of the document.

Project Location and Environment

The proposed mixed use project is located at 1155 and 1159 Fort Street Mall within the neighborhood of Downtown Honolulu in Honolulu Ahupua‘a, Honolulu District, on the island of O‘ahu (Figure 1). This covers two parcels, TMK: (1) 2-1-010:033 and 034 (Figure 2). TMK: (1) 2-1-010:033 is a 2,400 square foot lot owned by the Roman Catholic Church of Hawai‘i. TMK: (1) 2-1-010:034 is an adjacent 4,500 square foot lot also owned by the Roman Catholic Church. Both parcels contain an existing historic building that is currently being used for storage by the church due to the poor condition of the roof (Mason Architects 2022:18). The project covers a total of 0.064 ha (0.16 ac.) and falls outside of the nearby Chinatown, Merchant Street, and Hawai‘i Capital Historic Districts. The project area is bounded to the east by a pedestrian walkway, to the north by Fort Street Mall, to the west by a commercial building, and to the south by an alley (Figure 3). The entire region including the study parcels have been extensively developed.

The leeward coastal plain of Honolulu is comprised of a series of former reef and soils, along with sediment deposits. These features include a late-Pleistocene coral reef substrate that is overlain along the coast with calcareous marine beach sand, often by intermixed terrigenous sediments deposited from streams and nearby slope erosion. Adjacent to streams there are alluvial sediments most of which have originated from weathered volcanic bedrock and then subsequently deposited during flood events. Former reef sediments (i.e., sands) are found along the coastal margin sometimes extending inland onto the coastal plain (Clague 1998). Coastal terrigenous sediments originate on land, later deposited along the coastal plain and these deposits may contain materials mixed with marine sediments that include sands and rocks of the near-shore environment. The current Hawaiian shoreline configuration, including Honolulu Harbor, is the product of late- and post-Pleistocene rising sea levels (Stearns 1978; Macdonald et al. 1983) followed by a mid-Holocene rise in sea level of roughly 1.5–2.0 m (4.9–6.6 ft.); and human landscape modification, much of which occurred within the past 200 years since the arrival of Europeans and Americans to Hawai‘i.

The project area is relatively flat, and stands at an elevation of approximately 6.78 m (22.26 ft.) above mean sea level (AMSL). It is situated approximately 494 m (1,620 ft.) from the coast at Honolulu Harbor. Coastal Honolulu experiences an average of 700–750 mm (27.56–29.53 in.) of rain per year (Giambelluca et al. 2013; Juvik and Juvik 1998:56). The most prevalent vegetation found

within the Fort Street Mall area of Honolulu is of exotic origin. Originally this portion of the Honolulu coastal plain would have supported a coastal dry plant community (Wagner et al. 1990:55), most of which would have consisted of shrubs and grasses, along with a few Polynesian introduced taxa such as a niu (coconut, *Cocos nucifera*). The project area itself consists almost entirely of an existing building and paved areas, therefore there is little to no vegetation.

Soil survey data (Foote et al. 1972) places the project area entirely on Makiki clay loam 0–2% slopes (MkA) (Figure 4). According to the United States Department of Agriculture Soil Conservation Service soil survey, this soil is described as:

Makiki clay loam 0–2% slopes (MkA)

This series consists of well-drained soils on alluvial fans and terraces in the city of Honolulu on the island of Oahu. These soils formed in alluvium mixed with volcanic ash and cinders. They are nearly level. Elevations range from 20 to 200 feet...This soil is on smooth fans and terraces...The soils is strongly acid to medium acid. Permeability is moderately rapid. Runoff is slow, and the erosion hazard is no more than slight. The available water capacity is about 1.7 inches per foot of soil. In places roots penetrate to a depth of 5 feet or more. The This soil is almost entirely in urban use (Foote et al. 1972:91–92).

Also near the project area are Kaena clay, 2–6% slopes (KaB); Ewa silty clay loam, moderately shallow, 0–2% slopes (EMA), Tantalus silty clay loam, 8–15% slopes (TCC); and Fill land, mixed (FL). The nearby Nu‘uanu Stream exiting into the harbor is shown as Water (W) on Figure 4.

The project

The proposed mixed-use development will consist of affordable rental units with commercial space on the lower floors. Construction plans include full demolition of the existing two-story structure and basement and backfilling of the basement void. Development of the new 16-floor tower will require a drilled deep pile foundation with pile caps and grade beams, trenching for utility connections, and above ground concrete columns with post tension slabs. Estimated ground disturbance will be approximately 2.74–3 m (9–10 ft.) below the grade.





Figure 3. Aerial image showing the project area and greater Honolulu region.



Figure 4. Map of project area soils (data from Foote et al. 1972).

TRADITIONAL CULTURAL AND HISTORIC BACKGROUND

This chapter presents traditional and historic background information for the project region, including place names, Hawaiian proverbs and mo‘olelo, land use, Māhele land tenure data, historic maps and photos, a discussion of the history of Honolulu, and a summary of previous archaeological research. In the attempt to record and preserve both the tangible (e.g., traditional and historic archaeological sites) and intangible (e.g., mo‘olelo, ‘ōlelo no‘eau) culture, this research assists in the discussion of anticipated finds. Research was conducted at the Hawai‘i State Library, the University of Hawai‘i at Mānoa libraries, the SHPD library, and online on the Waihona ‘Aina database and the State of Hawai‘i Department of Accounting and General Services (DAGS) website. Historical maps, archaeological reports, Māhele data, and historical reference books were among the materials examined.

Mo‘olelo and Traditional Land Use in Honolulu

There are a number of traditional Hawaiian sources that describe or name locations within coastal Honolulu. These provide insights into the manner in which these places were viewed and remembered. Legendary accounts identify events and people formerly associated with Honolulu.

While there is some discussion over the origin of the name Honolulu as either the Hawaiian translation of the given English name “Fair Haven” or “Calm Harbor” which describe the harbor, or the name of a high chief (Westervelt 1915:15), around the early 1800s, the area known as Kou was re-dedicated and given its existing name. Extending from what is now near the junction of Liliha and School Streets, the literal translation of “Honolulu” can be broken down to hono, meaning “abundance” and lulu meaning “calm” or “peace,” with the definition describing the district as having an “abundant calm, or “a pleasant slope of restful land” (Westervelt 1915:14). Early names for Honolulu Harbor include Kou and Māmala.

Kou consisted of the area from Nu‘uanu Avenue to Alakea Street and the land makai of Hotel Street, which encompasses the current study area (Westervelt 1915:15). Kou is also said to be named for the ilāmuku (executive officer) of O‘ahu, Chief Kakuhihewa (Pukui et al. 1974:117–118). The area was a noted gathering place for ali‘i to enjoy kōnane (pebble checkers) and ‘ulu maika (bowling), a place where “property and even lives were freely gambled away” (Westervelt 1915:17). Kou’s ‘ulu maika track was a hard, smooth track about 3.5 m (12 ft.) wide which extended from the corner of Merchant and Fort Streets, currently the Bank of Hawai‘i Building, along the makai side of Merchant Street to beyond Nu‘uanu Avenue. It is also believed that Kamehameha I used this ‘ulu maika track (Westervelt 1915:17).

Named in honor of a shark woman and chiefess residing at the entrance to Honolulu Harbor, the area known as Māmala extended from the ‘Ewa side of Honolulu Harbor to Pearl Harbor. The surf break at the reef was also named after the shark chiefess and was called Ke Kai o Māmala (Pukui et al. 1974:106, 144). When the surf was high, it was known as “Ka-nuku-o-Māmala” or “The nose of Māmala” (Westervelt 1915:52). Chiefess Māmala loved to play kōnane, drink ‘awa and ride the surf in the area. Māmala’s first husband was the shark-man Ouha, who, after becoming a shark-god, made his home outside the reefs of Waikīkī and Koko Head. Māmala’s second husband, chief Honokaupu, was given that land east of Kou, which afterward took on the name of its chief (Westervelt 1915:15). This area of Honokaupu, believed to be near present-day Richards and Queen Streets, was a noted place for ali‘i to engage in ‘ulu maika games (Westervelt 1915:17).

Within Kou was the area of Pākākā. Literally meaning “to skim, as in stones over water” (Pukui et al. 1974:175), Pākākā was the name of the canoe landing at Honolulu Harbor and was also known for Pākākā Heiau, which stood on the western side of the foot of Fort Street. Built before the time

of Kakuhihewa, Pākākā was later “owned” by Kīna‘u, the mother of Kamehameha IV, V, and Victoria Kamāmalu. For centuries preceding, this heiau served as an important meeting place for kāhuna (Westervelt 1915:21). Liholiho, Kamehameha II, built a palace complex in this area in 1821, possibly on the old Pākākā Heiau platform. The wharf at Pākākā may also have been part of the original heiau complex. Klieger (1997:15–16) has suggested that the Pākākā Palace complex may have lasted until around 1826, when a new royal compound was built for Kamehameha III within the town of Honolulu, near the modern junction of Alakea and Beretania Streets.

In 1816, the Honolulu Fort called Kekuanohu, was also built in this area, and Fort Street took its name, as the fort was at the end of the street. The Hawaiian word for “fort” (pāpū) was used for Fort Street in 1850 (Pukui et al. 1974:30). The fort was demolished in 1857 and the material from the wall was used to build a waterfront retaining wall (Pukui et al. 1974:107), which was then filled in to create new land, called the Esplanade. The street was converted into a pedestrian mall in 1968 and the name reverted back to the English “Fort Street.” Additional information on the post-contact history of the area can be found below in the Historic Honolulu section.

Place Names

Place names for Honolulu and neighboring locations are presented in Table 1. They include names of ahupua‘a, wahi pana, and various natural landforms that likely served as landmarks, including ridges, streams, gulches, mountain tops, springs, and coastlines. The names are presented here alphabetically and these doubtless do not exhaust the total. Sources consulted for these names include historical and contemporary maps land award indices, a portion of the related testimonies, and archaeological and historical reports.

In addition to their literal meanings, which often reflect the setting or events, or individuals associated with them, place names serve as toponyms. As Thornton (1997:209) notes “Places names are.... [i]nteresting...because they intersect three fundamental domains of cultural analysis: language, thought, and the environment.” They can record and preserve aspects of history, not only by their associated archaeological or material remains but also through the events and stories said to be associated with a given place (Basso 1988). Place names inform not only on the structure and content of the physical environment but also how it is perceived, conceptualized, classified, and utilized (Thornton 1997:209). By virtue of their physical nature, they are applied to locations on the landscape and serve to promote and prompt mental maps, especially when other place names associated with other locations provide relational, hierarchical, or directional information (Basso 1988). Thus, place names can be a spatial means for remembering or memorializing events, people, or other kinds of things on a landscape. It may be possible to reconstruct or identify aspects of traditional Hawaiian land use and social organization from these names.

‘Ōlelo No‘eau

Traditional proverbs and wise sayings, also known as ‘ōlelo no‘eau, are another means by which the history of Hawaiian locales have been recorded. In 1983, Mary Kawena Pukui published a volume of close to 3,000 ‘ōlelo no‘eau that she collected throughout the islands. The introductory chapter of that book reminds us that if we could understand these proverbs and wise sayings well, then we would understand Hawai‘i well (Pukui 1983).

Numerous ‘ōlelo no‘eau reference Honolulu. ‘Ōlelo no‘eau relevant to the area provide useful insight into the landscape, subsistence, and local resources. They are as follows:

Table 1. Traditional Place Names for Honolulu (partly adapted from O'Hare et al. 2013:11–12)

Place Name	Description	Notes	Sources
Āpua	mo‘o	Located below Queen Street. Land awards: RPG 2706 to Eliz. Kauwa, 0.17 acre. PEM: fish basket.	Soehren 2010; GR 26
Halāi‘imaile	place	Area in downtown Honolulu near the present Library, former name of the palace grounds and the home of Boki and Liliha and other royalty. Land Awards: LCAw 191:2 to Kekauonohi for Haalelea, 0.50 acre house lot. PEM: lit., maile vines strewn	Soehren 2010; Pukui et al. 1974:39; IN 342; Metcalf 1847
Hale Kauwiila	place	Coastal property due east of Fort Honolulu.	Metcalf 1847
Honolulu	ahupua‘a	Refers generally to the Honolulu Harbor, but other names included Kou and Māmala. Honolulu is recognized as an ahupua‘a containing numerous ‘ili and numerous land were claimed. Said to be bounded by Kapālama, by Makiki, and Nu‘uanu Valley. Westervelt (1915:14) suggests the terms reflects the union of the words “hono” and “lulu”. “The old Hawaiians say that ‘Hono’ means ‘abundance’ and ‘lulu’ means ‘calm,’ or ‘peace,’ or ‘abundance of peace.’ PEM, lit., protected bay.	McAlister 1933:80; Pukui et al. 1974:49-50; Soehren 2010; Westervelt 1915; MB 8, 9
Honuakaha	‘ili ‘āina	Old section of Honolulu near Kawaiaha‘o cemetery.	Pukui et al. 1974: 51; IN 707, NR 3:136; Monsarrat 1897
Iwilei	‘ili ‘āina	Coastal section to west of Nu‘uanu Stream. Land Awards: LCAw 3142 to Hoaliku: "Apana 3. He kahuahale iloko o Iwilei, Kapalama... Apana 4. Ekolu puuone iloko o Iwilei, Kapalama..." 2.20 acres. LCAw 1034 & 8400 to Kapauahi: "Apana 1. Pahale ma Iwilei, Lele o Kalawahine..." 0.659 acre. Also LCAw 808 to Kalaeloa, 918 to Upai, 8322 to Kamakena, all of which are placed in Honolulu, not in Kapālama. Claim no. 2040 by Kahahawai for “he wahi kai... ma” PEM: collarbone or a unit of measurement. Ka ili o Kalawahine o Iwilei ke kai was not awarded.	Pukui et al. 1974; Soehren 2010; Metcalf 1847-49
Kaakaukukui	kohola, reef	Filled in reef, Honolulu Harbor, the land section at coast makai of Kawaiaha‘o Cemetery, with lots of salt pans and the Leper Hospital. Lit., the right (or north) light	Pukui et al. 1974: 59; Pukui et al. 1974; Soehren 2010; Covington 1881

Table 1. (continued)

Place Name	Description	Notes	Sources
Koholaloa; alt. Kaholaloa, Kulolola	kohola, reef	Old name for Sand Island, the bay and the reef area to the east of Nu‘uanu Stream and Kawa Pond PEM: long reef.	Pukui et al. 1974:115; Covington 1881
Kaka‘ako	‘ili ‘āina	Land Awards: LCAw 4457 to Kaloa, 0.48 acre. Also LCAw 247 to Lunalilo, 2019 to Pupule, 3455 to Kaule for Liliha. Claim no. 8047 by Ehu was not awarded. PEM: not translated.	Pukui et al. 1974:115; Soehren 2010; IN 711; NR 5:482; Monsarrat 1897
Kapu‘ukolo	‘ili ‘āina	Old section of Honolulu bounded by the mouth of Nu‘uanu Stream and Honolulu Harbor, depicted on reconstructed 1810 map of Honolulu. Land Awards: LCAw 2944B to Akoni, 0.03 acre. Also LCAw 22 to G. Kawaina, 22 to Weloula for heirs, 28 to Keaniani, 30 to Kahoowaha, 57 to Kou, 66 to Napahi, 151 to Nauoo, 256 to Kulukini, 548 to Kinopu, 1039 to Kamanu, 2065 to Keo for Kawai, 2944 to P. F. Manini, 6685 to Mokuohai. Claim no. 8644 by Kawai was not awarded.	Pukui, et al. 1974; Soehren 2010; Rockwood and Barrère 1959; Metcalf 1847; Monsarrat 1897
Kawa Pond	loko	When this wall [on the Waikahalulu Reef at the foot of Maunakea Street] was built the wall of the Loko called ‘Kawa’ was taken down and the size of the Loko reduced. Located in the vicinity of the present Awa Street, Iwilei. PEM: dive; leaping place.	Soehren 2010; Monsarrat 1897; Wall 1891; Alexander 1908
Kewalo	place	Basin and surfing area. Lit., the calling (as an echo)	Pukui et al. 1974:109; Thrum 1892
Kīkīhale	‘ili ‘āina	Old section of Honolulu bordered by Maunakea and King Streets to Nu‘uanu Stream, depicted on reconstructed 1810 map of Honolulu. Said to be named for the daughter of Chief Kou. Land awards: LCAw 3 to Kaapuiki for Keomailani, 0.89 acre. Also LCAw 36 to Napoea, 100 to Hoomoeapule, 128B to Kekoa, 136 & 137 to Maalahia, 606 to Haula for Kaou, 686 to Naeole, 1043 to Kamakahonu, 9003 to Kahoomana. Also RPG 25, 39, 50, 55, 1755, 3164. PEM: not translated.	Pukui et al. 1974:110; Metcalf 1847; Monsarrat 1897
Kou	Likely once an ‘ili	Kou is said to be the original place name for the Honolulu Harbor area, “...including the area from Nu‘uanu Avenue to Alakea Street and from Hotel Street to the sea, noted for kōnane (ancient game resembling checkers) and for ulu maika (bowling), and said to be named for the executive officer of Chief Kākuhihewa of O‘ahu” (Pukui et al. 1974:117–118). PEM: kou tree, Cordia subcordata.	Pukui et al 1974:117-118; Soehren 2010

Table 1. (continued)

Place Name	Description	Notes	Sources
Kuloloia	kahakai, beach	Former beach near the shoreline edge of Fort Street, extending to Kaka‘ako (Pukui et al. 1974:121) said to be the home of several chiefesses related to Ka‘ahumanu, Keopūolani, and Kalaniakua.	Rockwood and Barrère 1959
Kūwili	‘ili kū	Coastal section to west of Nu‘uanu Stream. Returned by Kamāmalu, retained by the Gov. as Fort Land at the Māhele. Land Awards: LCAw 12FL to Kahoowahaloa, 0.87 acre. Also LCAw 9FK, 27FL, 61FL, 63FL, 64FL, 65FL, 66FL, 76FL, 77FL, 80FL, 81FL, 82FL, 83FL, 591, 826, 1089, 1284, 2333, 2440B. PEM: lit, stand swirling.	Soehren 2010; MB 6,215; IN 46,724; Metcalf 1847
Māmala	kū‘ono, bay	Area extending from Honolulu Harbor to Pearl Harbor named for a shark woman who lived at the entrance of Honolulu Harbor and often played kōnane. She left her shark husband, ‘Ouha, for Honoka‘upu. ‘Ouha then became the shark god of Waikīkī and of Koko Head (Pukui et al. 1974: 106). In the song Nā ka Pueo, the Pueo-kahi was a ship named for a place near Hāna, Maui, named for a pueo kupua (owl demigod). Honolulu harbor was called Māmala.	Pukui et al. 1974: 106; Rockwood and Barrère 1959; USGS 1953
Nihoa	land section	Nihoa was the waterfront area in downtown Honolulu formerly owned by Ka‘ahumanu and named by her in honor of her visit to Nihoa Island (‘Ī‘Ī 1959:166). This area had a sandy beach where natives could land and pull up their canoes on shore. In the early nineteenth century, Western ships were also beached here for mooring and repair. In the time of Kamehameha I, “the shore at Nihoa . . . was a shipyard where foreign style vessels were being made by Hawaiians under the tutelage of whites” (‘Ī‘Ī 1959:64). PEM: firmly set.	Pukui et al. 1974; Soehren 2010; MB 165; Rockwood and Barrère 1959
Nu‘uanu	kahawai, stream	Stream rises at about 1100 ft. elevation, is dammed at 1038 ft. to form Nu‘uanu Reservoir 4, then flows along eastern side of Nu‘uanu Valley to Honolulu Harbor. PEM: cool height	Soehren 2010; USGS 1953

Table 1. (continued)

Place Name	Description	Notes	Sources
Pākākā alt. Honolulu Fort	heiau, fortress, canoe landing	Pākākā was the name of a coastal point, a canoe landing, the name of a wharf built off the point in 1827, and the name of a heiau previously built on the point. In 1816, the Honolulu Fort (pāpū) called Kekuanohu, was also built in this area. In 1857 the fort was torn down and the building materials used to create a retaining wall (Pukui et al. 1974:30), Site 66. Honolulu... The famous temple of Honolulu was Pākākā, located at the foot of Fort Street. (McAllister 1933). PEM: to skim, as stones over water.	Pukui et al. 1974:175; Soehren 2010; McAllister 1933:8
Pamoo	land section, poss. mo‘o		Metcalf 1847
Pulakolaho, alt. Pualoalo	‘ili kū	Adjacent to Honolulu Harbor near Custom House. Land Awards: Retained by I. Piikoi at the Māhele, LCAw 10605:1, 12.02 acres. Also LCAw 10613 to A. Paki, 809 to Keoahu, 2 to Robert Kilday. PEM: short for pua aloalo, hibiscus flower.	Soehren 2010; MB 17; IN 727; Metcalf 1847
Waikahalulu	‘ili kū	Located north of Honolulu Harbor; the seaward portion of Waikahalulu was awarded to the Government by LCAw 11,219 as submerged land, but disputed by Queen Kalama. See Honolulu Harbor and Waikahalulu Reef. Land Awards: Retained by H. Kalama at the Māhele, LCAw 4452:11, 3.21 acres. Also LCAw 727, 935, 942, 1154, 1155, 1161, 1162, 1163, 1286, 1612, 1726, 9119. Claims no. 1348 by Kapohaku, 1610 by Kaiāi, 1611 by Kahiwa were not awarded. PEM: lit., water [of] the roaring.	Alexander 1885; 1908:19; Soehren 2010; Metcalf 1847

Abbreviations used: AB: Awards Book, Land Commission; GR: Index of All Grants, Part Index; IN: Indices of Awards, Land Commission; FR: Foreign Register, Land Commission; FT: Foreign Testimony, Land Commission; LCAw: Land Commission Award; MB: Māhele Book; NR: Native Register, Land Commission; NT: Native Testimony, Land Commission; PEM: Pukui, et al. 1974; RM: Registered Map; RPG: Royal Patent Grant No.

Honolulu

This term would eventually be used to refer to the town and city of Honolulu. It likely originally meant “protected bay” referring primarily to the harbor (Pukui et al. 1974:49–50).

Ho‘ā ke ahi, kō‘ala ke ola. O na hale wale no ka i Honolulu; o ka ‘ai a me ka i‘a i Nu‘uanu.

Light the fire for there is life-giving substance. Only the houses stand in Honolulu; the vegetable food and meat are in Nu‘uanu.

An expression of affection for Nu‘uanu. In olden days, much of the taro lands were found in Nu‘uanu, which supplied Honolulu with *poi*, taro greens, ‘o ‘*opu*, and freshwater shrimp. So it is said that only houses stand in Honolulu. Food comes from Nu‘uanu. (Pukui 1983:109)

Ka lā ikiiki o Honolulu.

The intensely warm days of Honolulu.

People from the country often claim that Honolulu is excessively warm. (Pukui 1983:154)

Ka ua Kukalahale o Honolulu.

The Kukalahale rain of Honolulu.

The rain that announces itself to the homes by the pattering it makes on the roofs as it falls. Often mentioned in songs. (Pukui 1983:170)

Kou

This term may be an older name for the harbor area. Kou refers to a native wood (*Cordia subcordata*), used for cups, dishes, and calabashes (Pukui and Elbert 1986:167).

Hui aku na maka i Kou.

The faces will meet in Kou.

We will all meet there. Kou (now central Honolulu) was the place where the chiefs played games, and people came from everywhere to watch. (Pukui 1983:120)

Hāhā pō‘ele ka pāpa‘i o Kou.

The crabs of Kou are groped for in the dark.

Applied to one who goes groping in the dark. The chiefs held *kōnane* and other games at the shore of Kou (now central Honolulu), and people came from everywhere to watch. Very often they remained until it was too dark to see and had to grope for their companions. (Pukui 1983:50–51)

Ke awa la‘i lulu o Kou.

The peaceful harbor of Kou.

Honolulu Harbor (Pukui 1983:182)

Ola ke awa o Kou i ka ua Wa‘ahila.

Life comes to the harbor of Kou because of the Wa‘ahila rain.

It is the rain of Nu‘uanu that gives water to Kou (central Honolulu). Pukui (1983:272)

Māmala

Māmala refers to the entrance to Honolulu Harbor that was named for a shark goddess.

He kai hele kohana ko Māmala.

A sea for going naked is at Māmala.

The entrance to Honolulu Harbor was known as Māmala. In time of war the people took off their clothes and traveled along the reef to avoid meeting the enemy on land. Pukui (1983:74)

Ka nuku o Māmala.

The mouth of Māmala.

The entrance to Honolulu Harbor, named for a shark goddess who once lived in the vicinity.
(Pukui 1983:163)

Ke kai ‘au umauma o Māmala.

The sea of Māmala, where one swims at the surface.

Māmala is the entrance to Honolulu Harbor. (Pukui 1983:185)

Na ‘ale kuehu o Māmala.

The billows of Māmala with wind-blown sprays.

Māmala is the entrance to Honolulu Harbor. (Pukui 1983:185)

Ka i‘a maunu lima o Kuloloia.

The hand-baited fish of Kuloloia.

Small eels (*pūhi* ‘ōilo) that were caught by placing bait on the open palm of one hand with the fingers held wide apart. When the eels came up to take the bait, the fingers were clenched into a tight fist, grabbing the eels tightly by the heads. (Pukui 1983:149)

Makani, Ua, and Au (Wind, Rain, and Weather)

With their lives closely connected to the natural environment and physical surroundings, Hawaiian winds and rains were individually named and associated with a specific place, region or island. These wind and rain names can offer further insight to cultural traditions and beliefs of the area.

There are several notable winds and rains named within Honolulu. Kūkalahale is a wind of Honolulu (Pukui and Elbert 1986). The on-shore sea breeze blowing through Māmala and Honolulu is known as ‘Ao‘aoa or ‘Aoa (Nakuina 1992:54; Pukui and Elbert 1971:KR-1). A north wind of Honolulu is named Mooae. Muululu is another wind of Honolulu (Bishop Museum Archives n.d.:1342) whose name may be translated as “chilled,” or mū‘ululū (Pukui and Elbert 1971:236). The Ki‘owao rain comes from uplands “drenching the blossoming plants” (Kamakau 1992:6). Other winds associated with Honolulu are Ala‘eli, Kolo pu‘epu‘e or Kō momona (Pukui and Elbert 1986).

The previously mentioned wind Kūkalahale, is also the name of a rain which is described as announcing “itself to the homes by the pattering it makes on the roofs as it falls” (Pukui 1983:170). A beneficial rain of Mānoa and Nu‘u-anu is Wa‘ahila which is said to give water to Kou (Pukui 1983:272). Kui‘ilima is also a rain of Honolulu (Pukui and Elbert 1986). Kūkalahale of Honolulu was mentioned in a song called *He Aloha nō ‘O Honolulu* that was written by Lot Kauwe:

Goodbye Honolulu

In the Kūkalahale rain

Māmala, the entrance of Honolulu Harbor

Lies behind

Ahead

The shady groves of Lele

Lighthouse is always burning

And not extinguished by the Kaua‘ula rain

He aloha nō ‘o Honolulu

I ka ua Kūkalahale

Ka nuku a ‘o Māmala

‘Au a ‘e nei mahope

Kau mai ana mamua

Ka malu ‘ulu a ‘o Lele

Kukui ‘a ‘ā mau

Pio ‘ole i ke Kaua‘ula

(Kauwe 2011)

Mo'olelo

Two mo'olelo are presented below that are relevant to the Honolulu area. These include the story of 'Ai'ai, who established the practice of building fishing ko'a, and an account of Hi'iaka's travels through the region.

The Story of 'Ai'ai

An insightful mo'olelo referring to Kaka'ako is found within "The Story of 'Ai'ai," the son of the fish god of Hawai'i, Ku'ula. While there may be several versions of the same mo'olelo, the following summary is based on M.K. Nakuina's version of the story which was translated by Moke Manu and can be found in Thomas G. Thrum's *Hawaiian Folk Tales* (Thrum 1998).

Presiding over and controlling the fish of the sea, Ku'ula had a human body and had miraculous power (mana kupua) over fish and was known to be able to make fish appear at the sounding of his call (Thrum 1998:215). His son, Aiai-a-Ku-ula (Aiai of Ku'ula), is noted as establishing fishing shrines on land, where fishermen were obliged to offer their first catch in reverence of the powerful demi-god, Ku'ula (Thrum 1998:227). Traveling throughout the Hawaiian Islands erecting ko'a 'aina 'aumakua (fishing shrines), 'Ai'ai made his way to Kālia and Kaka'ako. There, he befriended a man named Apua and lived with him in this district governed by the chief named Kou, a very skilled aku fisherman and generous chief, whose territory extended from Māmala to Moanalua, including Pākākā at the sea of Kuloloia, as well as the place called Ulukua, which is now the lighthouse location of Honolulu Harbor (Thrum 1998:247).

One day while living with Apua in Kaka'ako, 'Ai'ai meandered to the shores of Kuloloia, then to Pākākā and Kapapoko, and met a young woman named Puiwa who was gathering limu and fishing for crabs. Puiwa, acting in a very forward way, asked 'Ai'ai to marry her and the two were married and had a son whom 'Ai'ai named Puniaiki. One day while 'Ai'ai and his wife were catching 'o'opu and 'ōpae in a brook, Puniaiki, who was sitting upon the bank of the stream, began to cry. Advising his wife to attend to the child's cries, Puiwa saucily responded, enraging 'Ai'ai. Calling upon his powerful ancestors, 'Ai'ai manifested a dark cloud which created heavy rains that flooded the stream, sweeping the 'o'opu, 'ōpae, and Puniaiki toward the sea. Downstream, the daughter of chief Kikihale found a very large 'o'opu which she watered and put in a calabash to care for as a pet. Seeing the fish being taken out of the water, 'Ai'ai recognized that his child had changed from his human form to that of an 'o'opu. Raised as an 'o'opu, Puniaiki developed into a human child and went on to marry the chief's daughter, and continued to establish fishing ko'a, with the Kou stone for Honolulu and Kaumakapili.

Ka'ākaukukui

The area of Ka'ākaukukui associated with Honolulu Harbor is mentioned in the legend of Hi'iaka, one of the beloved sisters of the Hawaiian volcano goddess, Pele. Traveling around O'ahu on land, Hi'iaka and her companions decided to voyage from Pu'uloa (Pearl Harbor) to Waikīkī by canoe. At Pu'uloa, Hi'iaka met a party who were planning on traveling on to the house of the chiefess Pele'ula in Waikīkī. Hi'iaka recited a chant, telling the people that, although they were going by land and she was going by sea, they would meet again in Kou.

One portion of the chant refers to Ka'ākaukukui as the "pool," possibly referencing the salt ponds of the area (Ho'oulumāhiehie 2006a:277; Ho'oulumāhiehie 2006b:297):

And what of me, O Honoka'upu, my love	<i>A pehea lā au, e Honoka'upu, ku'u aloha</i>
Upon the crest of the surf at Uhi and 'Oā	<i>I ka welelau nalu kai o Uhi, o 'Oā</i>

Eyes in the living realm (night) of oblivion Where am I, O my love	<i>‘O nā makai ke ao (pō) o pōina Ma hea lā wau, e ke aloha lā</i>
Kou is the coral flat Ka‘ākaukukui is the pool Some ‘alamihī indeed	<i>‘O Kou ka papa ‘O Ka ‘ākaukukui ka loko ‘O ka ‘alamihī a ‘e nō</i>
Wait all day until night	<i>‘O ka lā a pō iho</i>
Friends shall meet in Kou.	<i>Hui aku i Kou nā maka.</i>
And what of me, O Honoka‘upu, my love Upon the crest of the surf at Uhi and ‘Oā Yes in the living realm (night) of oblivion Where am I, O my love	<i>A pehea lā au, e Honoka ‘upu, ku ‘u aloha I ka welelau nalu kai o Uhi, o ‘Oā ‘O nā makai ke ao (pō) o pōina Ma hea lā wau, e ke aloha lā</i>
Kou is the coral flat Ka‘ākaukukui is the pool Some ‘alamihī indeed	<i>‘O Kou ka papa ‘O Ka ‘ākaukukui ka loko ‘O ka ‘alamihī a ‘e nō</i>
Wait all day until night	<i>‘O ka lā a pō iho</i>
Friends shall meet in Kou.	<i>Hui aku i Kou nā maka.</i>

Historic Honolulu

Sources of information that help to reconstruct the history of Honolulu during the historic era include historic maps, drawings, photographs, unpublished historic documents (e.g., land testimonies), and accounts from both Hawaiians and European voyagers. These can be sorted into three periods: the early 19th century until about 1840, the mid-19th century between 1840 and 1870; and the late 19th century. During the earliest interval, Honolulu and its harbor retained much of the traditional Hawaiian settlement pattern but with a few introduced features (such as Fort Honolulu). Mid-century Honolulu was a time of substantial change, with the Māhele and conversion of land ownership to fee simple. European and American residents of Hawai‘i were awarded property or purchased lots soon after this division of land. The coastline was the focus of considerable building and dredging of the reef and passage into the harbor proper. Finally, in the late 19th century, Honolulu became a fully urban city with streets and other infrastructure, such as piers, that are still recognizable today.

Early 19th Century Accounts and Maps

As Fitzpatrick (1986) noted, in the early 19th century the coastal settlement of Honolulu did not resemble the semi-urbanized town that it would become by the middle of the century. The Russian explorer, Otto von Kotzebue was apparently the first European visitor to map south O‘ahu including Honolulu Harbor, the nearby houses, and a variety of production features such as fields, fishponds, and salt ponds. The original harbor was quite small, narrow, and curved, fed by water from Nu‘uanu Stream. With the development of regular trade and when Kamehameha I moved the royal residence to Honolulu, the harbor took on increasing importance as fresh food and water needed to be replenished. A number of Hawaiian and western style buildings were established, for housing, commercial activity, and for storage.

Historical reconstructions suggest the harbor was about 200 ft. wide, and nearly 4,000 ft. long. Portions of the coral reef were exposed at low tide and at its deepest it may have extended to 30 ft. (HDOT 2008). Western ships were unable to sail into the harbor because the passage created by the

outflow of Nu‘uanu Stream was narrow. Alexander (1908:13) stated that when Otto von Kotzebue visited in 1815, his ship was towed in by eight double-hulled canoes. By 1809, Kamehameha I moved his capital to Honolulu, and with that a number of Hawaiian and western style buildings were established, for housing, commercial activity, and for storage.

There are a few renderings based on original maps and later descriptions by Native Hawaiians for Honolulu in the first two decades of the 19th century. The first of these are sketch maps of Honolulu ca. 1810, one developed by Paul Rockwood based on descriptions by the noted Hawaiian historian John Papa ‘Ī‘ī (Figure 5). The plan view outline of the harbor and coastline is shown along with a number of named areas, houses and other structures, along with fields. At the south end of the harbor was Pākākā Point, where there was a large heiau, later to be replaced by the construction of Fort Honolulu. A small wharf was in this area. A number of streets are already in place by this time including Beretania Street not far from the study area. The project area is located in a large pā uhi (yam field) enclosed by a wall. Makai of the yam field and King Street were numerous housing complexes, including warriors’ and chiefs’ houses. Two “loku” sites were near the field’s corners. While “loku” translates to a type of rain, “lōkū” was an place to play indoor games.

The Rockwood map also shows a shipyard on the west side of the harbor and a house complex associated with Francisco de Paula Marin, a Spaniard who arrived in the Hawaiian Islands in 1793 or 1794 and who quickly became a confidante of Kamehameha. He recorded in his journal, “...in the end of 1809 and beginning of 1810 I was employed building a stone house for the King” (Gast and Conrad 1973:200). Marin notes this was the first stone structure in Honolulu, which at that time was:

...a village of several hundred native dwellings centered around the grass houses of Kamehameha on Pakaka Point near the foot of what is now Fort Street. Of the 60 white residents on Oahu, nearly all lived in the village, and many were in the service of the king. (Gast and Conrad 1973:29)

Kamehameha I lived near Pākākā Heiau up until 1812, but the complex and heiau platform remained a royal village until 1826. Ka‘ahumanu, Kamehameha's wife and Kamehameha III were the last royals to move out of the area. Ka‘ahumanu relocated near Kawaiaha‘o Church and Kamehameha III to the palace in Honolulu (Kamakau 1992:265; Klieger 1997:15–16).

The city then began growing eastward into what is now Kaka‘ako. This development is partly thanks to the institution of the royal court, Kawaiaha‘o Church, and missionary homes already in the region. By 1820, Governor Boki permitted the area to be used by the missionaries and the American Board of Commissioners for the Foreign Missions Sandwich Islands selected this area of Honolulu to establish its headquarters (Bingham 1847).

There is a second reconstruction of Honolulu from this same time (Klieger 1997) that shows much more detail, such as a canoe landing and a complex that included Pākākā Heiau located just west of the fort (Figure 6). The makai portion of Fort Street is already in place and the “wharf” appears to be a rocky landing on the southwest edge of the harbor.

In 1816 the Russian commander Otto von Kotzebue visited the Hawaiian Islands over a two-year period. He produced a number of documented observations. These maps were published in Fitzpatrick (1986) with copyright restrictions and will not be reproduced here. The maps show that the Honolulu Fort was constructed in 1816 to the east of the Pākākā Heiau complex. The harbor did not appear as a sheltered basin but rather opened directly to the ocean through a reef that had been cut by Nu‘uanu Stream, on the western end of the harbor. Kotzebue’s map depicts major features of the landscape, but also a number of cultural features such as fishponds, what appear to be ponded fields as well as dryland fields, salt pans, Fort Honolulu, and what appear to be trails.

Kotzebue describes this area (as translated in Fitzpatrick 1986:50):

Close to the shore you see verdant vallies adorned with palm and banana-trees, under which the inhabitations of the savages lie scattered; behind this, the land gradually rises, all the hills are covered with a smiling verdure, and bear the stamp of industry.

Kotzebue goes on to say (as translated in Fitzpatrick 1986:51):

Artificial taro fields, which may justly be called taro lakes, cited my attention. Each of them forms a regular square of 160 feet, and is enclosed with stone all round like our basins. This field, or rather pond...contained two feet of water... of which the taro is planted, as it does not thrive except in such a wet situation... The fields are gradually lower, and the same water which led from an elevated spring or rivulet, can water a large plantation.

He also notes:

In the spaces between fields, which are from three to six feet broad, there are very pleasant shady avenues, and on both sides banana and sugar-canes are planted. The taro fields afford another advantage; for the fish which are caught...thrive admirably when put into them. (Fitzpatrick 1986:51)

And as for houses, Kotzebue went on to note:

These are scattered in a seemingly random manner and connected by meandering paths, but all in a band that parallels the shoreline. There was the stone house of Francisco Paula de Marin and a fort. (Fitzpatrick 1986: 51)

Fort Honolulu is described by Kotzebue (in Fitzpatrick 1986:52) as:

The fort in the back-ground of the harbor of Hanarura [Honolulu], which Mr. Young has erected...is merely a dry brick wall, without bastions or towers, and without ditches...The fort itself is nothing more than a square, provided with embrasures; the walls are two fathoms high, made of coral stone.

Kotzebue also described fishponds, one of which, probably Kawa Fishpond, was located on the northwest side of Honolulu Harbor:

In the same manner as they here keep river-fish, they manage in the sea with sea-fish, where they sometimes take advantage of the outward coral reefs, and draw from them to the shore a wall of coral stone, which makes, even in the sea, good reservoirs for fish. Such a reservoir costs much labour, but not so much skill as the taro field, where both are united. (Fitzpatrick 1986: 51)

Along with the fort, Honolulu had a few other non-traditional structures and features, including the stone house reportedly occupied by Francisco Paula de Marin, often referred to as "Manini." A map by Tabulevich (1819) displays the home of Marin, shown as a white stone house in what is now downtown Honolulu (map not reproduced here because of copyright). There is another European-style building that sits on the large wharf adjacent to Fort Honolulu. This map, like others of this time period, continues to show traditional Hawaiian housing dispersed across the Honolulu coast and a bit inland.

In 1819, a French ship commanded by de Freycinet arrived in the Hawaiian Islands whereupon he observed:

The port of Onorourou [Honolulu], generally frequented today by all the European vessels that come to the islands, is without doubt the most favorable location with respect to shelter, commerce, and resources for the supply of ships. The town of Onorourou is located on a large, flat plain. It is on the shores of a bay of the same name. The houses, similar to the most part to those of Owhyhi [Hawai'i] and of Mowi [Maui], are however interspersed with a certain number

of houses built of stone that belong for the most part to Europeans or to Anglo-Americans. (de Freycinet 1978:42)

The death of King Liholiho and his wife Kamāmalu in 1824 while visiting London resulted in the next series of maps of Honolulu by Charles Robert Malden, produced in 1825 (Figure 7). Malden's map of Honolulu provides an accurate scale to cultural features on the southern O'ahu coast (Fitzpatrick 1986:60).

Malden writes of the harbor (in Fitzpatrick 1986:62):

This part of the reef is covered at half flood; at low water it is dry, and is then generally crowded with the lower orders of the Natives, who get from it a considerable part of their daily subsistence, consisting of the small fish left in pools, crabs, shellfish...

Other traditional features noted include a number of "morai" (heiau), Kawa Fishpond, and other ponds located along the shore to the northwest and southeast. More recent features mapped were the fort, an adjacent wharf and house, and various homes and commercial buildings. Of these it is noted that:

...there are several good stone dwellings built by Europeans, and timber houses, the frames of which have been brought from America and finished here...there are, however, two or three tolerably regular streets and what may be called the public place, where Kariamoku's house is situated, and near it the Christian church. (Fitzpatrick 1986:62)

An 1821 painting attributed to C.E. Bensell shows the harbor area (Figure 8), although aspects of the drawing are exaggerated, for example the placement of Honolulu Harbor and Fort Honolulu (Forbes 1992:97–98). There are at least two piers or wharves identified in this painting, the first adjacent to the fort, and the other located within Honolulu Harbor proper. Two sailing vessels are shown at anchor within the harbor and traditional canoes can also be seen. Development remains scattered across the landscape with most homes in the traditional style and just a few western-style buildings.

By 1828, Honolulu Harbor had become a defining feature for the area. Captain Jacobus Boelen describes the harbor and some landmarks that can be seen from the water:

The port is formed by a steep, hard coral-and-sand bank extending parallel to the coast, here almost east and west, and on which a steady heavy surf beats with even more force when there is a SW or southerly wind. Between the bank and the coast, nature has formed a basin that in its greatest length stretches north-south; this is the harbor of Honoruru, which means safe harbor. It is a very appropriate name, for the reef, which at full tide is for the greater part above water and at half tide completely so, encloses the port and protects the ships as well as if they were in a closed dock. The shore around this harbor forms two bights, between which is a small cape that I shall call Morai Point because a morai [Pākākā Heiau] can be seen on it. From Morai Point a shoal extends about a cable's length from the shore, dividing the harbor into two oval-shaped basins, of which I shall call the northern one the inner roadstead, and the southern one the outer roadstead.

The south side of the latter is prolonged in direction of almost SW by S and NE by N into a channel over the bar to the sea, forming the entrance to Honoruru harbor. The east corner of the mouth of this channel can be approximately sounded by bringing Diamond-hill in the direction of South 57 [degrees] East, dev.c. on a distance of about a mile and a half. (Boelen 1988:43)

Drawings of Honolulu (Figures 9 and 10) reinforce this view. Two anonymous drawings from 1834 showing different perspectives place Kawaiaha'o Church among the center of town, "intermingling and contrasting with the larger residences of the *ali'i*" (Forbes 1992:106). More western style houses were built by this time, along with residences that combined western frames with deeply sloping roofs, reminiscent of traditional Hawaiian forms.

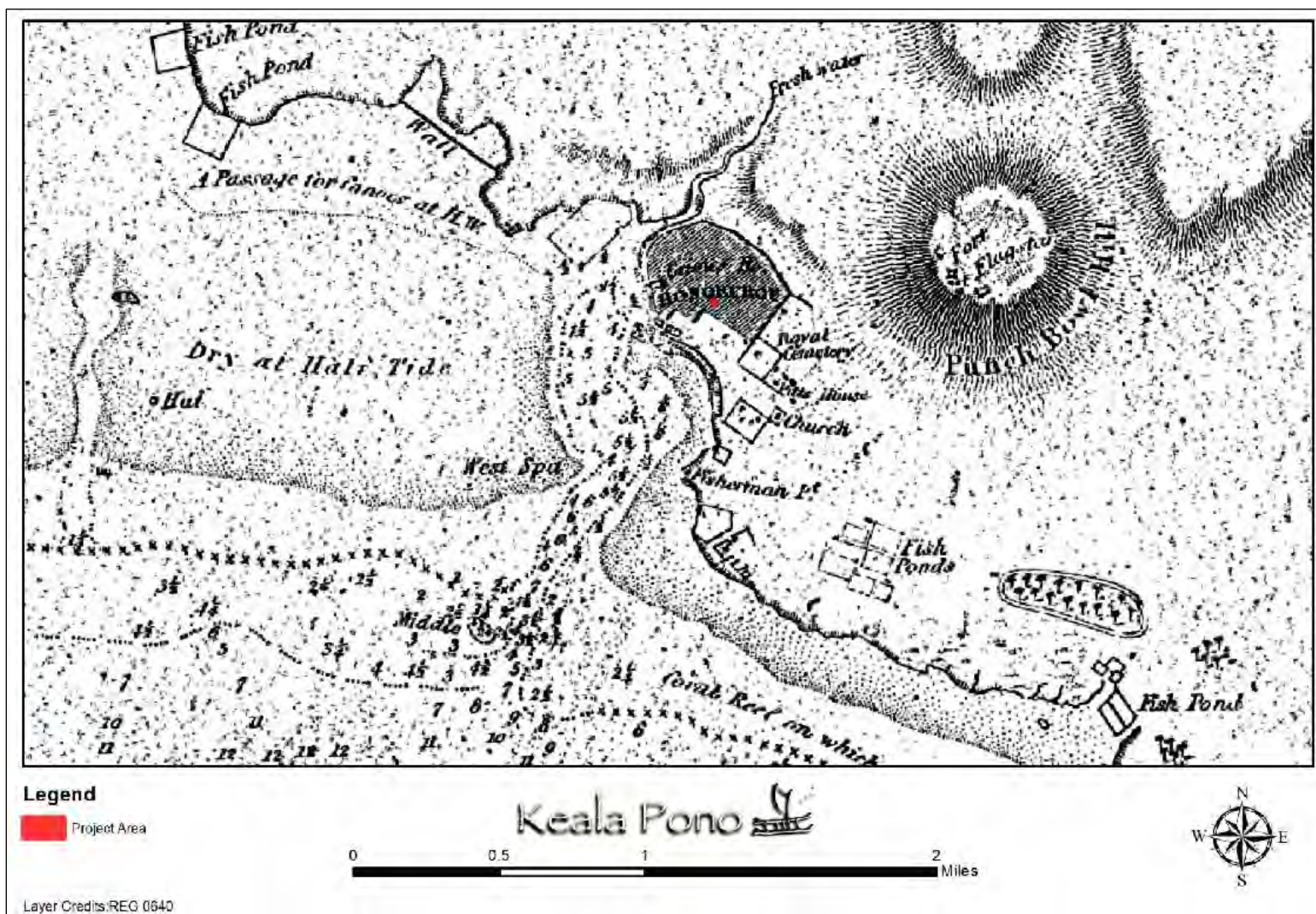


Figure 7. South Coast of Woahoo and Honoruru Harbour, Sandwich Islands (Malden 1825).



Figure 8. View of the Island of Woahoo in the Pacific, attributed to C.E. Bensell, 1821, watercolor, Peabody Museum of Salem (reprinted in Forbes 1992:97).



Figure 9. Town of Honolulu, Island of Woahoo, Sandwich Islands, from Under the Punchbowl Hill, 1834 (reprinted in Forbes 1992:106).



Figure 10. Honolulu from the Anchorage outside the Reef, Island of Woahoo, Anonymous (1834) pen and ink wash over pencil, B.P. Bishop Museum (reprinted in Forbes 1992:107).

An 1839 painting by Francois-Edmond Paris, *Honolulu, Capital of Oahu, View of the Harbor*, shows Honolulu Fort, what is now Queen and Fort Streets to the left, along with a mixture of western style buildings alongside the traditional thatched houses (Figure 11).

In 1840–41, a scientific expedition to Hawai‘i was organized by the United States government, later published by Wilkes (1856), the commander of the expedition. Wilkes’s observations (in Fitzpatrick 1986:69) regarding Honolulu describe it as:

...very conspicuous from the sea, and has more of the appearance of a civilized land, with its churches and spires than any other island in Polynesia....The fort, with its numerous embrasures, and the shipping, lying in the contracted reef-harbour, give an air of importance, that could hardly be expected in a Polynesian island or harbor.

Regarding the harbor area, Wilkes noted (in Fitzpatrick 1986:69):

The place showed much stir of business, owing principally to the work of repairing vessels, and the attendance on them by the natives. The landing is upon a small wharf, erected on piles; and these appeared sufficient accommodation for the vessels in the harbour at this time. The number was nine.

While in Honolulu, Wilkes was asked by the king, Kamehameha III to survey the harbor. At this time Kamehameha noted that the water in the harbor had become more shallow, due in part to quarrying of coral (Fitzpatrick 1986:72). As it turned out, the source of the problem was not the removal of coral but sedimentation from Nu‘uanu Stream as it emptied into the harbor area.

Honolulu Harbor was first dredged in 1840, and the material was used as fill along the coast. Through the 1800s, the harbor was surveyed to determine its depths, which at that time prevented large ships from entering. Siltation from Nu‘uanu Stream continued to plague the harbor from the early to mid-19th century, and foreign vessels often dumped ballast and trash into the harbor, adding to the problem. In 1848 a breakwater was built at Emme’s Wharf, fronting Maunakea Street to cut off the western portion of the harbor from the mouth of Nu‘uanu Stream (HDOT 2008).



Figure 11. Honolulu, Capital of Oahu, View of the Harbor, 1839 (Paris 1839).

Mid-19th Century and the Māhele

Traditionally in Hawai‘i, land title was held by the ali‘i nui (paramount chief), and land use rights were assigned to a series of ali‘i and konohiki, who in turn provided parcels of land to families belonging to the maka‘āinana. Konohiki managed the ahupua‘a lands; ‘ili, smaller land divisions, within the konohiki-controlled ahupua‘a. The maka‘āinana were expected to provide a portion of agricultural output to the konohiki and/or other chiefs from working their assigned lands. These traditional land titles assist in identifying previous land claims in the project area.

Drastic modification of the traditional Hawaiian land tenure system, one in which all titles were vested in the king, began with the appointment of the Board of Commissioners to Quiet Land Titles by Kamehameha III in 1845. The Māhele, or the official dividing of the lands, took place during the first few months of 1848 when the king and his senior chiefs chose their interests in the lands of the Kingdom. This division of land was recorded in the Māhele Book. The King retained substantial land holdings as Crown Lands, while approximately the same amount of land was designated as Government Lands. Konohiki Awards were made as lesser chiefs presented their claims before the Land Commission.

The Kuleana Act of 1850 was passed allowing foreigners to obtain land. In addition, citizens could now present claims before the Land Commission for parcels that they were cultivating within the Crown, Government, or Konohiki lands. By 1855 the Land Commission had made visits to all of the islands and had received testimony for about 12,000 land claims. Ultimately, about 10,000 land claims, called kuleana, were awarded to maka‘āinana totaling only about 30,000 acres.

Not surprisingly, the downtown and harbor area of Honolulu had numerous land claims, not only by Hawaiians but by resident Americans and Europeans (Figure 12, Table 2). Due to growth in population and commercial activity many of the LCA parcels awarded during the Māhele were claimed as residences (i.e., houses) or stores. Land Patent Grants and Royal Patent Grants (collectively abbreviated here as GR) were deeds obtained from the sale of land that belonged to the government. GR 881 was identified within the project area and was purchased by Henry Rhodes for \$2,500 on November 5, 1852. Rhodes was a merchant from England who arrived in Hawai‘i in 1845 and became heavily involved in trade, predominately sugar, between Honolulu and Vancouver Island. This grant amounted to 0.35 ac., which encompasses the entirety of the current study area. Māhele documents refer to this land as the “old Superior Court lot.” Unfortunately no land use information was recorded. GR 881 is adjacent to LCA 39 awarded to Reverend Louis D. Maigret and the Roman Catholic Church (French Mission) as well as Land Grant 1100 claimed by the trustees of the Second Foreign Church and Congregation of Honolulu. LCA 361 awarded to Reynolds, LCA 18 awarded to George Wood, and GR 3115 (same as LCA 2341) belonging to William A. Aldrich also share a border with Rhodes’ property.

In the mid-1800s, Fort Street was called Pāpū, which is the Hawaiian word for “fort” (Pukui et al. 1974:30). The street was so named because Kekuanohu (Honolulu Fort) stood at the makai end of the street. As trade on the Honolulu waterfront developed, there was a need to build larger wharves in the harbor. This was done by using materials to fill in and cover the shallow reef in the downtown area and parts of the harbor. Additionally, a 2,000 ft. retaining wall was built in the water beyond the reef, and that space to the retaining wall, too, was filled in. The Honolulu Fort was demolished, and its materials were used to build this retaining wall or used as landfill for the extension of land. The initial demolition of the fort and construction of the filled waterfront area, later called the Esplanade, started in 1857. By 1870, the Esplanade encompassed 8.9 ha (22 ac.) of newly created land, from Fort Street to Alakea Street (Thrum 1896).

Table 2. List of Land Commission Awards in and Near the Project Area (from Bishop 1891; Award in Bold is Within the Project Area)

Award No.	Claimant	LCA
4	Geo. Pelly	Yes
10	H. Blanchard	Yes
17	Jones	Yes
18	G. Wood	Yes
34	J. Neddles	Yes
39	Reverend Louis D. Maigret/Roman Catholic Church (French Mission)	Yes
56	E. Grimes	Yes
111	J.O. Carter	Yes
117	Paki	Yes
140	Kepaa	Yes
262	Bush	Yes
534	Kekai	Yes
575	Brewer	Yes
602	W. Wond	Yes
620	Reynolds	Yes
631	Stephen Reynolds	Yes
611	Leoiki	Yes
658	Kekaa	Yes
801	A. Adams	Yes
816	Fayerweather	Yes
849	Wm. Wright	Yes
881	Henry Rhodes	Grant
924	T.C.B. Rooke	Yes
972	Kahiki Kaunoa	Yes
1026	Mary Dowsett	Yes
1100	Foreign Church	Grant
2272	J.L. Bancroft	Yes
3049	Smith	Grant
3115	William A. Aldrich	Grant
5527	J. Duke	Yes
5593	Kapule	Yes
6199	Whiting	Yes

Late 19th Century Honolulu

The second half of the 19th century saw sweeping transformations throughout the landscape of the islands as Hawai‘i became an international hub of commercial activity. This was especially apparent on the island of O‘ahu in the Honolulu area and on Maui in Lahaina, which became the economic centers of the archipelago. The mid-1800s was the height of the whaling industry, which had begun in Hawai‘i in 1819, and saw whaling ships make port in Honolulu. Nearby residents took the opportunity to cater to the sailors who would come ashore in search of room, board, and entertainment (Daws 2006). The harbor of Honolulu and nearby coastal area saw increased business as Honolulu itself was rapidly urbanized. This is reflected in the abundance of place names of the era (Table 3).

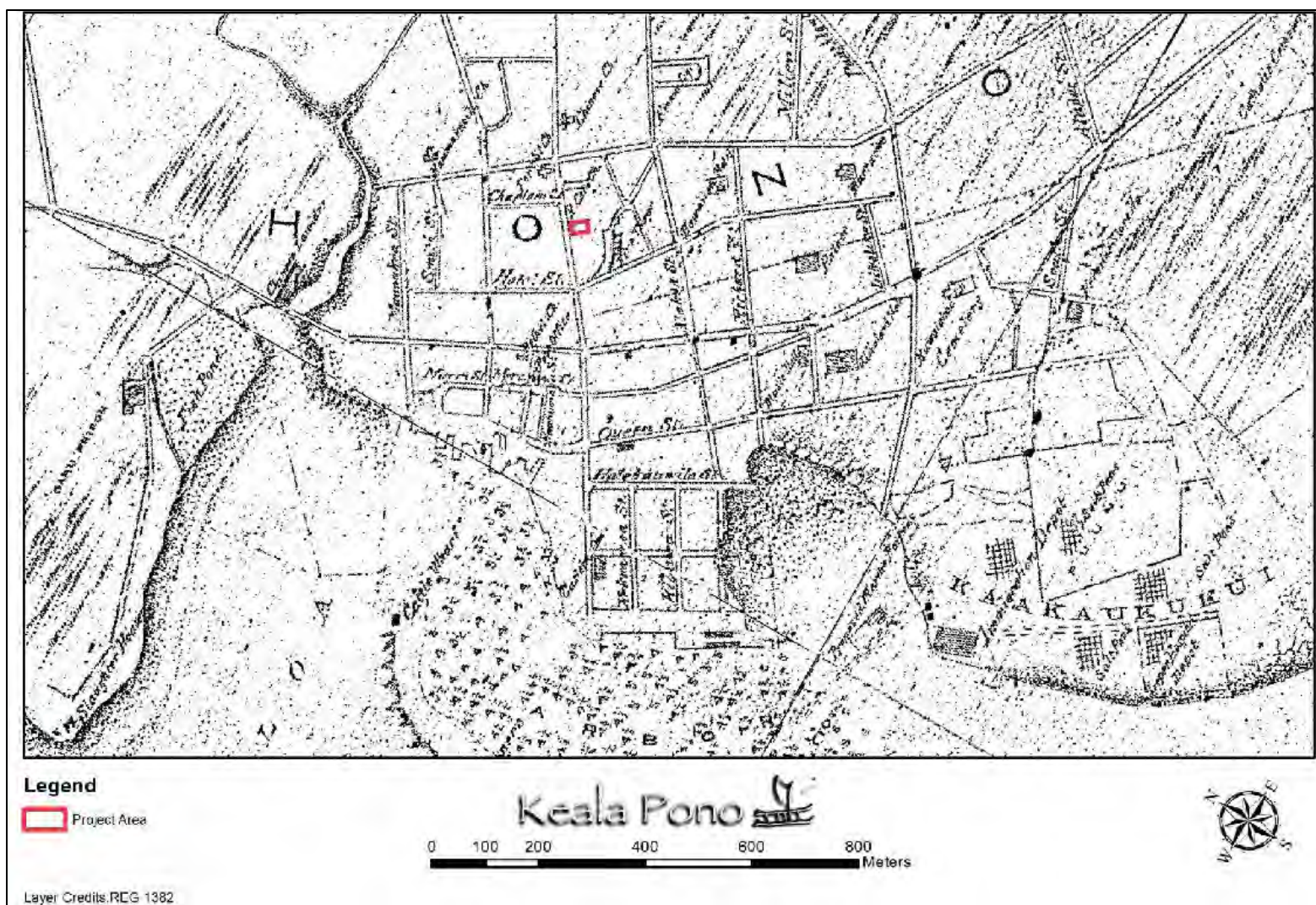
During this time of drastic change, the area surrounding the study lands transitioned from being relatively undeveloped to having several churches, schools, residential homes, and various commercial enterprises. In 1881, the streets of Honolulu closely resemble that of today with several alleyways running through the block of the study area, the mauka portions of which have since been developed (Figure 13). Adjacent is a Roman Catholic Church, and Fort Street Church is located across the street. Aside from the Catholic church, the only other structure on the block at this time is a fire tower off of Hotel Street. Near the close of the century in 1897, the block had several additional buildings, including multiple structures located within the study parcels that were associated with the nearby Catholic church (Figure 14). These structures would later become the Sacred Hearts Covenant School.

An 1899 Dakin Publishing Company Fire Insurance Map depicts the two-story Roman Catholic Church and other structures in the vicinity (Figure 15). A portion of two school buildings and part of a dwelling are located within the study area. Makai of the project area and school buildings were various businesses associated with transportation at the time, including the Honolulu Carriage Factory, a carriage painting shed, a carriage repository, a horseshoeing business, a blacksmith, a wagon shed, and a workshop. Other businesses on the block include a butcher, a shoe store, a soda shop, a liquor store. By 1906, most of the buildings used for carriage businesses were converted into the Convent of the Sacred Heart complex (Figure 16). The former structures within the project area have been replaced with a long building of school rooms fronting Fort Street on the northwest portion of the study parcels. This building has a cloister running the length of the southwest side. The school also has a dormitory, dining room, smaller classroom buildings, and a small chapel. The mauka portion of the block is labeled “Harrison Block,” which includes a barber, men’s goods, an engraver, an optician, and a tailor. The makai section houses a card shop, a florist, an engraver, a Chinese grocery, a bakery, a Japanese bazaar, and an office.

The increase of foreigners to Hawai‘i in the end of the 19th century brought with it many new diseases to the islands including measles, mumps, influenza, small pox, and others. With the main port located in Honolulu, the city saw the first cases and had a high mortality rate. The small pox epidemic began in 1853 a few blocks from the project area, and was followed by a cholera epidemic in 1895. Over ten percent of the population of Hawai‘i was wiped out during this period of repeated epidemics; most were Native Hawaiians (Schmitt and Nordyke 2001).

Historic Districts and Buildings Within and Near the Project Area

The study area is situated just outside of three Historic Districts within Honolulu. These are the Chinatown Historic District located roughly two blocks to the northwest, the Merchant Street Historic District to the west, and the Hawai‘i Capital Historic District to the south and southeast. There is one historic building within the project area, the Sacred Hearts Covenant School, which is associated with the adjacent Our Lady of Peace Cathedral. The former Catholic Church’s classroom building is located at 1157 and 1159 Fort Street Mall on TMK: (1) 2-1-010:033 and 034, while the cathedral is at 1183 Fort Street Mall on TMK (1) 2-1-001:014.



Project Area

Keala Pono 

0 100 200 400 600 800 Meters

Layer Credits:REG 1382

Figure 13. Portion of a map of Kona District, O‘ahu (Covington 1881).

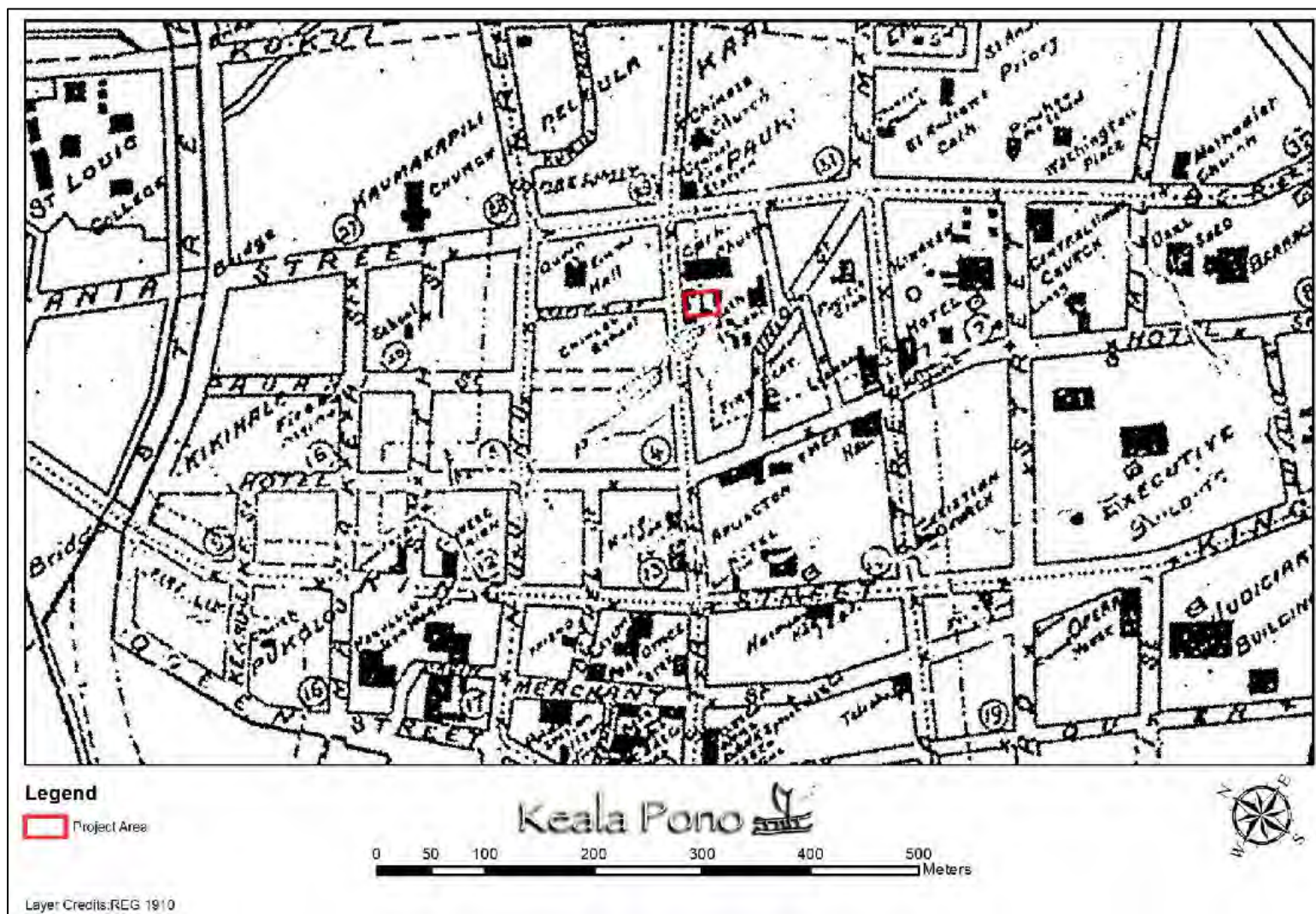


Figure 14. Portion of a map of Honolulu, O'ahu (Monsarrat 1897).

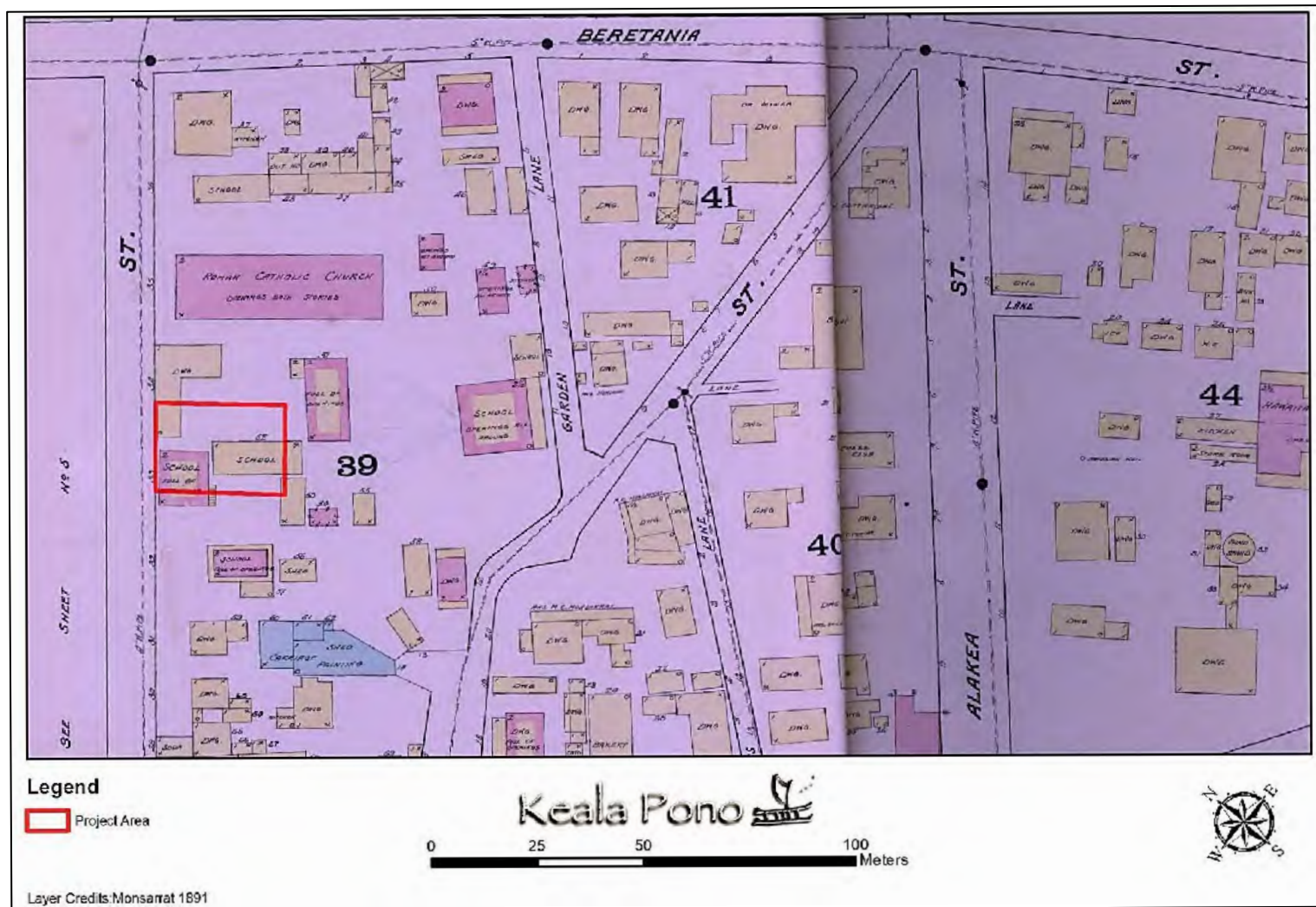


Figure 15. Dakin Fire Insurance Map showing the buildings within and surrounding the project area (Dakin 1891).

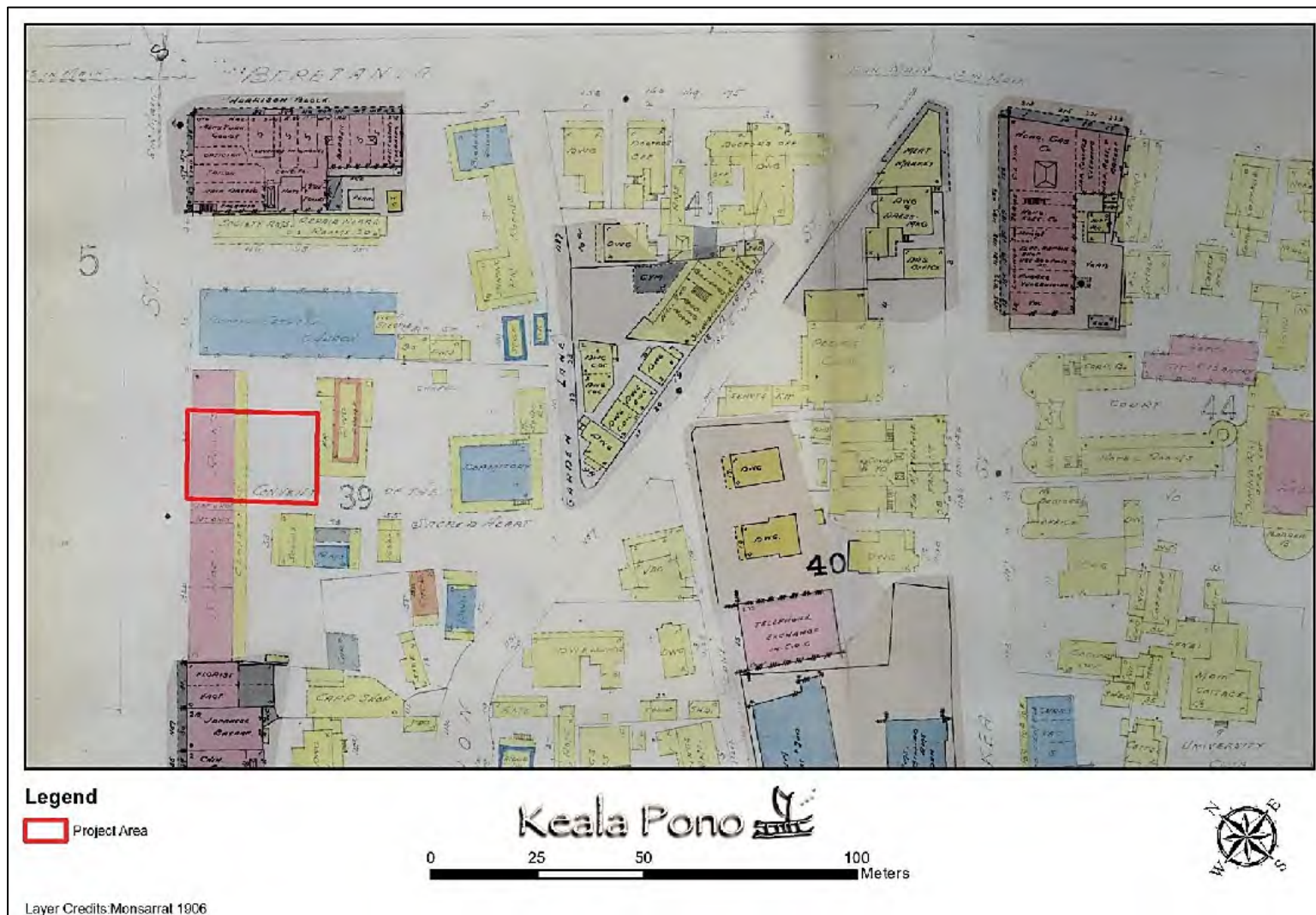


Figure 16. Sanborn Fire Insurance Map showing the project area (Sanborn 1927).

Table 3. List of Historic (Post-Contact Period) Place Names in Coastal Honolulu

Place Name	Description	Notes	Sources
Boat House or Landing	building, pier	Just south of Pier 12.	U.S. Interior Department 1886; Dodge 1887
C. Brewer's Company, alt. H.B Company	building, commercial		Metcalf 1847; U.S. Interior Department 1886; Dodge 1887
Brewer's Wharf, alt. Market Wharf or Reynolds' Wharf	pier	On or near location of Pier 12, also known as Market Wharf and Reynolds' Wharf.	U.S. Interior Department 1886; Dodge 1887; Wall 1891
Cattle Wharf	pier	Across the harbor from Pier 12.	Wall 1885
Custom House, alt. Old Custom House, Old Refinery	building, government		Metcalf 1847; U.S. Interior Department 1886; Dodge 1887
Custom House Wharf, Old Custom House Wharf	pier	In the vicinity of Pier 15.	Anonymous n.d.
G. Emme's Shipyard		On or near location of Pier 15 in the vicinity of the project area.	U.S. Interior Department 1886
Esplanade	historic street, downtown Honolulu		
Fish Market	building, commercial	Located adjacent to Fish Market Wharf at the west end of Honolulu Harbor, south of Honolulu Iron Works.	U.S. Interior Department 1886; Dodge 1887
Fish Market Wharf	pier	Labeled as Sorenson's Wharf on U.S. Interior Department (1886) map; fronting Smith St.	Dodge 1887
Fort Honolulu Pākākā, Honolulu Fort	fortress, canoe landing, heiau		Metcalf 1847; U.S. Interior Department 1886; Pukui et al. 1974:175; Soehren 2010; McAllister 1933:8
Fort Street (see Fort Honolulu)	historic street, downtown Honolulu	Fort Street, principal street, downtown Honolulu. At its foot was Fort Honolulu, built in 1816 and destroyed in 1857. The Hawaiian name Pāpū was adopted in 1850.	Webster 1858; U.S. Interior Department 1886; Dodge 1887; Pukui et al. 1974:30
Hackfeld's	building, commercial		U.S. Interior Department 1886
Honolulu Iron Works	building, industrial	Located west of Nu'uauu Street and south of Marin Street near Honolulu Harbor.	U.S. Interior Department 1886; Dodge 1887
Ice House	building, commercial		Anonymous n.d.

Table 3. (continued)

Place Name	Description	Notes	Sources
Judd Wharf (see Pacific Navigation Wharf)	pier	Located between Piers 12 and 15 not far from	
Kekaulike Street	historic street, downtown Honolulu	A'ala section, Honolulu, named for the mother of David Kawananakoa and Kuhio Kalani'anaole. She was the sister of Queen Kapi'olani. Closest street to the north of the project area.	Pukui et al. 1974: 106; Monsarrat 1897; Wall 1891
Kewalo	land section	Located east of downtown Honolulu, along coast.	Thrum 1892
King Street	historic street, downtown Honolulu	King Street, principal street, Honolulu, (Pukui et al. 1974:112; Monsarrat 1897) named in 1850 for Hawaiian kings. East boundary of the block of the project area.	U.S. Interior Department 1886
Marin Street	historic street, downtown Honolulu	Located north of Honolulu Iron Works and west of Merchant Street.	Dodge 1887
Maunakea Street	historic street, downtown Honolulu	Important street south of the project area, downtown Honolulu, probably named for an Inter-island steamer.	Pukui et al 1974:148; Wall 1891; Monsarrat 1897; U.S. Interior Department 1886
Merchant Street	historic street, downtown Honolulu	Located one block in from former Queen Street (now Ala Moana), near Honolulu Harbor. Named in 1850, also called Kāepa.	Pukui et al. 1974:150; U.S. Interior Department 1886; Dodge 1887
Nu'uanu River	stream		
Nu'uanu Street	historic street, downtown Honolulu		Dodge 1887
Oceanic S.S. Company	building, commercial	Located on the west end of the Esplanade, at south end of Fort Street where Fort Honolulu was located.	Wall 1891
Oceanic S.S. Company Wharf	pier	Located south of Pier 12.	Wall 1885
Pacific Navigation Company	building, commercial	Located between Piers 12 and 15.	Dodge 1887
Pacific Navigation Company Wharf, alt. Judd Wharf	Pier	Located between Piers 12 and 15.	U.S. Interior Department 1886
Pilot's Office	building		U.S. Interior Department 1886

Table 3. (continued)

Place Name	Description	Notes	Sources
Quarantine Island	islet	Honolulu islet on the Kaholaloa Reef in Honolulu Harbor, formerly known as Moku-‘ākulikuli and Maui-ola, incorporated into Sand Island.	Wall 1885; RM 1382
Queen Street	historic street, downtown Honolulu	Downtown Honolulu named in 1850 for Queen Kālama, wife of Kamehameha II; joins Ala Moana Blvd.	Pukui et al. 1974:207; Webster 1858; Wall 1891; U.S. Interior Department 1886; Dodge 1887
J. Robinson & Co	building, commercial		Webster 1851
Robinson’s Shipyard		On or near Pier 10 and Pier 11.	U.S. Interior Department 1886
Sorenson’s Wharf	pier	Fronting Smith St.	U.S. Interior Department 1886
Sumner’s Place			Wall 1885
Water House	building		Anonymous n.d.

Sacred Hearts Covenant School

Constructed in 1901, the Sacred Hearts Covenant School was a single two-story building that spanned 1157 and 1159 Fort Street Mall (Figure 17). It housed classrooms used by the Sisters of the Congregation of the Sacred Hearts of Mary and was associated with the neighboring Our Lady of Peace Cathedral. The original rectangular structure was only about 10 feet away from the cathedral and measured roughly 250 by 30 feet. It was constructed of “masonry walls, a suspended concrete first floor and a wood framed second floor” as well as a large concrete basement that spanned the entire footprint (Mason Architects 2022:7). When constructed, the façade consisted of “20 bays, three equally distanced protruding parapets with concrete cornice detailing, and one central entrance arch with similar detailing as the cornices” (Mason Architects 2022:7). A relief molding that reads “AD 1859” was erected in the easternmost parapet cornice and is still visible today (see Figure 25). The date written is not when the building was constructed; it instead memorializes the year that the sisters arrived in Hawai‘i and the inauguration of the Catholic school (Mason Architects 2022:7). In 1914, the school was called the Convent of the Sacred Hearts Day & Boarding School for Girls (Mason Architects 2022:10).

In 1937, the school was moved from the Downtown Honolulu location to the former Baldwin Estate in Nu‘uanu (Mason Architects 2022:6). The building was sold the same year to Chun Kim Chow, Ltd. And subdivided to create six or seven separate commercial spaces by adding shared walls in the structure’s interior (Mason Architects 2022:12, 16). According to Mason Architects (2022:12), “over time portions of the Sacred Heart Convent School were demolished and/or substantially altered to the degree of no longer conveying the original appearance of the building.” The decorative façade was changed to a smooth concrete finish in the 1940s as was the trend in Downtown Honolulu at the time (Mason Architects 2022:13). Additional alterations were made to the structure in the 1940s and ‘50s, such as concrete paneling, horizontal signage, and a metal awning commissioned by the Ritz Department Store (Mason Architects 2022:13). Sometime after 1937, the original doors and windows were removed and the storefronts underwent a complete redesign (Mason Architects



Figure 17. Historic photograph of Our Lady of Peace Cathedral (left) and the Sacred Hearts Covenant School (right) (Hawai'i State Archives 2021).

2022:16). By 1981, the northwest end of the building (closest to the cathedral) was demolished to create an open space and walkway, while the southeast end was demolished to build a high rise (Mason Architects 2022:16). Mezzanines and second story additions were also built around this time. Since the Catholic school was moved to Nuʻuanu in 1937, the building was used continuously as a commercial retail and office space. Some of the businesses that occupied the building over the years include Ritz Department Store, National Jewelers, Kim Chow Shoes, a furniture store, and the Church of Scientology (Mason Architects 2022:15, 17). The Roman Catholic Church re-acquired the property in 2007 and has used the buildings for storage, offices, a multipurpose space, and a museum, however it has recently been only used for storage due to the poor condition of the roof (Mason Architects 2022:18).

Our Lady of Peace Cathedral

Immediately to the east of the study area is the Cathedral Basilica of Our Lady of Peace, which was originally built ca. 1843 by the Roman Catholic Church, but has undergone various alterations over the years (see Figure 13) (Mason Architects 2022:6). The cathedral had several accessory structures nearby including the Sacred Hearts Covenant School classroom building, a chapel, dormitory, and dining room.

Chinatown Historic District

The bulk of Chinese immigrants arrived in Hawai'i around 1852 under contract to work the sugarcane fields, though a few came to the islands prior as traders. Many of the Chinese came to call Hawai'i home and set up shops in the area of Honolulu known today as Chinatown. This area within

the borders of Nu‘uanu Street, River Street, Kukui Street, and Queen Street was densely populated with around 7,000 residents of predominantly Chinese and Japanese descent (Iwamoto 1969). The neighborhood soon became overcrowded, unhygienic, and run down. The bubonic plague quickly spread due to the unsanitary living conditions.

The first three cases of the bubonic plague in Hawai‘i were discovered in Chinatown in 1899. A total of 61 deaths were reported in a little over three months following this discovery. Deemed out of control, the Hawaii Board of Health decided to set 41 fires to disease-ridden structures in the Chinatown neighborhood:

[O]n December 30, after careful deliberation, the Board of Health chose fire as the ‘surest, most thorough, and most expeditious’ method. Fire would destroy the plague germs, kill rats, cleanse the soil and open it up to the purifying influence of sun and air, and would prevent any occupancy of the premises until a safe period of time had elapsed. (Iwamoto 1969:124)

One of these fires, set to Kaumakapili Church, spread with the strong wind to neighboring buildings and destroyed the majority of Chinatown. The fire was finally extinguished after damaging eight city blocks and coming within two blocks of the project area. After the fires, Chinatown and many of the dilapidated buildings throughout Honolulu were renovated. Wooden structures were rebuilt with sturdier stone, brick, or iron, including those near the project area.

In 1973, the Chinatown Historic District comprised of 15 city blocks, was listed on the National Register of Historic Places (NRHP). The nomination form states that “Chinatown is one of the few areas of Honolulu which has maintained a sense of identity as a community over the years.” The project area is located just outside of the Chinatown Historic District which is defined as the area encompassed by Beretania Street, Nu‘uanu Avenue, Nimitz Highway, and the Nu‘uanu Stream at River Street.

Merchant Street Historic District

This historic district in Downtown Honolulu encompasses three blocks of Merchant Street between Nu‘uanu Avenue and Bishop Street in addition to three buildings located on intersecting streets. Nicknamed “Honolulu’s Wall Street,” the district was a commercial hub and economic center beginning in the early post-contact era. The Merchant Street Historic District was added to the NRHP in 1973 with 11 contributing structures, however an amended NRHP nomination form was submitted which added four additional buildings for a total of 15 and clarified the district’s boundaries, significance, and contributing features. A few significant structures include the Honolulu Star-Bulletin Building, Alexander & Baldwin Building, the Royal Saloon, the McCandless Building, the Bishop Bank Building, the Old Honolulu Police Station, the Bishop Estate Building, and others. Other resources listed are the site of the original Honolulu Hale, cut granite and lava rock curbs, cut granite sidewalks, cannons, and the remnant of a cast-iron shopfront.

Hawai‘i Capital Historic District

In 1978, the Hawai‘i Capital Historic District was listed on the NRHP. The district is described as a unique urban area due to its architectural character, visual access, and open space to building mass ratio related to the early centralized government in Hawai‘i. It was deemed eligible for inclusion due to its association with significant events that have contributed to Hawaiian history. There are 20 buildings and structures that make up the district, which is roughly from Alakea Street and Queen Street, to just before South Street and mauka of Beretania. Significant structures include the

Kamehameha Statue, ‘Iolani Palace and bandstand, the Federal Building, State Capitol, YWCA, Hawaiian Electric Company, Mission Houses, and Kawaiaha‘o Church and grounds, among others.

Honolulu Timeline

Consolidating vast information regarding events in the history of Honolulu, the following timeline provides a very brief chronology of Honolulu’s past and lends further insight to the process through which the region has evolved. This timeline summarizes the historical information presented in this chapter by highlighting points of history, such as significant structures that were built, outbreaks of illnesses, and actions taken by individuals and the government.

Late 1700s	Early visitors arrive in Honolulu, including explorers, scientists, etc.
1795	Kamehameha I conquers O‘ahu.
1809	Kamehameha I moves court, government, and residence to Honolulu. Manini builds stone house for king, the first stone structure in Honolulu.
1810	First maps of Honolulu, based on ‘Ī‘Ī’s memories, with harbor, Manini’s stone house and complex, and other structures including a canoe landing and Pākākā Heiau.
1816	Honolulu Fort built in response to Russians landing on O‘ahu; coral block material used for the fort construction; Kotzebue maps Honolulu and the harbor.
1818	European building on wharf adjacent to Fort Honolulu; Tabulevich describes Manini’s house as of white stone.
1820	Arrival of missionaries associated with the American Board of Commissioners for the “Foreign Missions Sandwich Islands” making Honolulu their headquarters.
1821	Bensell’s painting shows two piers, one by the fort and the other within Honolulu Harbor.
1825	Detailed map of Honolulu Harbor and passage, along with major buildings, Fort Honolulu, and Kawa Fishpond (Malden 1825). European houses included stone houses and frame houses of timbers shipped from America. A few good streets are in place.
1828	Honolulu Harbor is the defining feature for the area.
1840	Wilkes conducts mapping and sounding of harbor; there is documentation of coral quarrying.
Ca. 1843	Cathedral Basilica of Our Lady of Peace is constructed and Emme’s Wharf is built at the current Pier 15.
1845–1848	The Māhele established land ownership into Hawaiian society and granted four types of land awards: those to the Crown, the Hawaiian government, the ali‘i, and Fort Land titles.
1846	Honolulu becomes capital of the Hawaiian Kingdom.
1848	A breakwater is constructed in the vicinity of Pier 15 to curtail runoff from Nu‘uanu Stream.
Ca. early 1850s	Water system established to connect Nu‘uanu Stream and the harbor.
1850	Kuleana, or individual land awards were granted to maka‘āinana (common people).
1852	Henry Rhodes purchased the lands of the current project area (GR 881) for \$2,500.

1853	In March and April of 1853, smallpox was recorded by Dr. Potter at Kahaka‘aulana (Sand Island). Later in May, the disease broke out in Honolulu and was first seen at the house of Ka‘aione in Kaka‘ako. Kamakau notes that the first victim was a woman with a tattooed face (maka-pa‘ele). And while the disease raged on O‘ahu, it did not extend to the other islands (Kamakau 1992:237).
1857	The Honolulu Fort was demolished and building materials were used for the Esplanade
1893	The USS <i>Boston</i> docks at Pier 12 and its troops play a role in the overthrow of the Hawaiian monarchy.
1895	Cholera epidemic hits Honolulu.
1898	An annexation ceremony is held on Pier 12.
1899	Bubonic plague breaks out in Honolulu, mainly in the downtown and Chinatown areas. On New Year’s Eve of 1900, the Board of Health begins to set fires to condemned buildings to control spread of the disease.
1900	Fire in Honolulu destroys most of the buildings in Chinatown.
1901	Sacred Hearts Covenant School is constructed on the current study area.
1937	Sacred Hearts Covenant School is moved to Nu‘uanu and the building is sold to Chun Kim Chow, Ltd. and subdivided for commercial use.
1968	Fort Street was converted into a pedestrian mall
1973	Chinatown and Merchant Street Historic Districts are listed on the National Register of Historic Places.
1978	Hawai‘i Capital Historic District is listed on the National Register of Historic Places

Previous Archaeology

As both the capital and major city of Hawai‘i, Honolulu has witnessed many of the most significant social and political events and upheavals since the early 19th century, particularly in the area surrounding the harbor, where various precincts (e.g., Chinatown, Downtown, Capitol District) were established. Previous archaeological research has begun to document this transformation with finds such as historic trash deposits, bottle dumps, privies, structural remains, historic street remnants, and pre- and post-contact burials in the vicinity of the project area. Previous archaeological studies are shown in Figure 18 and Table 4, while archaeological sites are displayed in Figure 19. State Inventory of Historic Places (SIHP) numbers are prefixed by 50-80-14.

The earliest study completed near the current project area encountered historic bottles during excavation on a property abutting Beretania Street (Hawaii Bottle Museum 1981). The bottles analyzed date from as early as 1860 to 1924.

Six studies partially overlap the block east of the current project area mauka of Beretania Street. The first of these is a literature review and subsurface coring (Tomonari-Tuggle 1983). Stratigraphy was in this area was a gravelly silty clay layer with concrete and metal fragments interpreted as transported fill or demolition remains, above a layer of naturally deposited volcanic cinder. No historic properties were encountered and further work was recommended. A subsequent archaeological inventory survey also did not identify any archaeological sites (Hammatt and Chigioji 1998), although the Central Fire Station (SIHP 50-80-14-1346), which is listed on the State and National Register of Historic Places was noted. Archaeological monitoring of Capitol Place

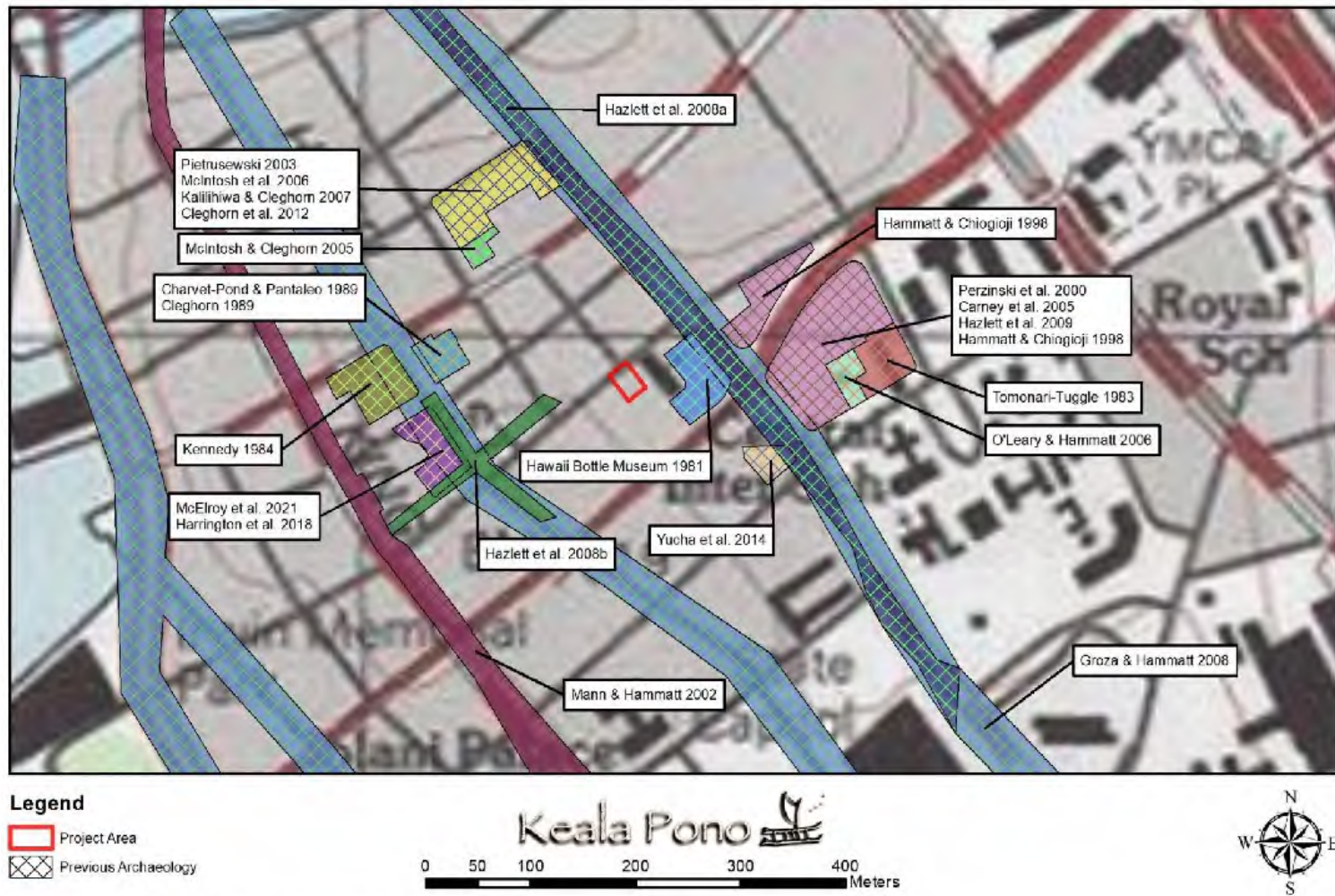


Figure 18. Previous archaeology in the vicinity of the project.

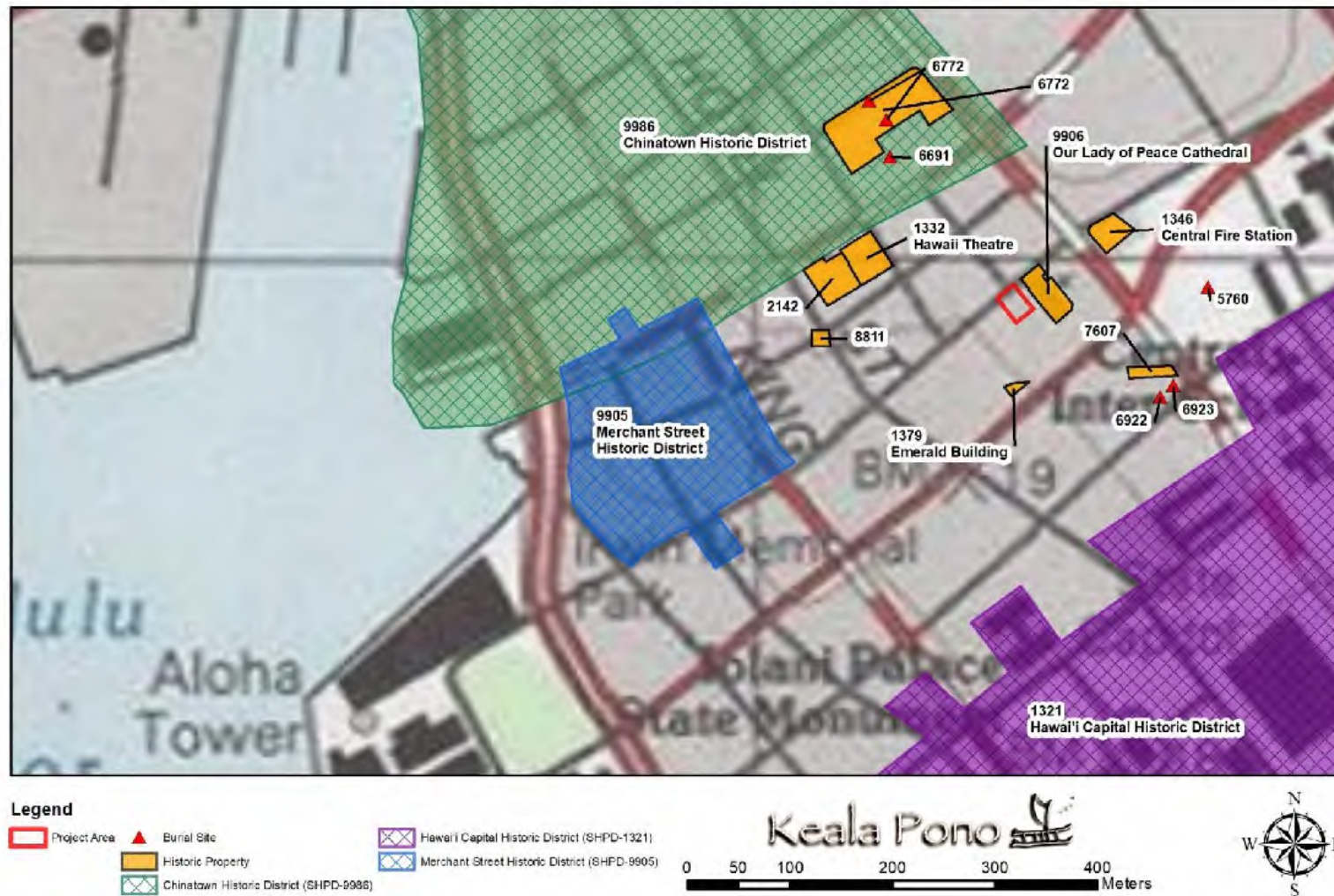


Figure 19. Archaeological sites in the vicinity of the project area.

Table 4. Previous Archaeological Research in the Vicinity of the Project Area

Author and Year	Location	Work Completed	Results and SIHP # (50-80-14-)
Hawaii Bottle Museum 1981	Bishop and Beretania St.	Data Recovery	Described bottles dating from 1860–1924 found during excavation.
Tomonari-Tuggle 1983	Capitol Place	Literature Review and Coring	Recommended further work.
Kennedy 1984	Corner of Hotel and Bethel St.	Test Excavations	No historic properties identified.
Charvet-Pond & Pantaleo 1989	Chinatown Gateway Plaza	Archaeological Monitoring	Documented a ca. 1880–1920 trash deposit consisting predominately of bottles (SIHP 2142).
Cleghorn 1989	Chinatown Gateway Plaza	Test Excavations	Noted scattered historic artifacts.
Hammatt & Chiogioji 1998	Block of Kukui, Emma, Beretania, and Fort St.	Archaeological Inventory Survey	No historic properties identified.
Perzinski et al. 2000	Capitol Place	Archaeological Inventory Survey	Documented one site (SIHP 5760) with numerous features consisting of historic trash pits, privies, building remnants, and utility trenches.
Mann & Hammatt 2002	King St. between Dillingham and South St.	Archaeological Monitoring	Recorded a previously disturbed burial (SIHP 6371) not in the vicinity of the current project.
Pietruszewsky 2003	Corner of Smith and Beretania Streets	Burial Report	Studied the remains of at least 22 individuals (SIHP 6772), most of which were poorly preserved and incomplete. Sex and age distribution of the burials suggest a family cemetery. Dental and skeletal pathologies were observed. Human remains were reinterred onsite and are the same 22 individuals documented by Kalilihiwa and Cleghorn 2007.
McIntosh & Cleghorn 2005	Corner of Nu'uanu Ave. and Pauahi St.	Archaeological Inventory Survey	Identified SIHP 6691, composed of two disturbed human burials and two historic trash pits.
Carney et al. 2005	Capitol Place	Data Recovery	More than 1,500 historic artifacts and a polished basalt adze were recovered, and trash pits, privies, and structural remnants were documented. Initial use dates to the 1820s and '30s with continued heavy use into the mid-20th century.
O'Leary & Hammatt 2006	Capitol Place	Archaeological Monitoring	No historic properties identified.
McIntosh et al. 2006	Corner of Smith and Beretania Streets	Archaeological Inventory Survey	Recorded 68 subsurface features of SIHP 6772 consisting of trash pits, cooking features, and structural remnants dating to as early as 1850-1900.

Table 4. (continued)

Author and Year	Location	Work Completed	Results
Kalilihiwa & Cleghorn 2007	Corner of Smith and Beretania Streets	Archaeological Monitoring	Documented the previously identified SIHP 6772, consisting of 22 sets of human remains, which were reinterred on site.
Groza & Hammatt 2008	Beretania Street between North King and Alapa'i Streets	Archaeological Monitoring	No historic properties identified.
Hazlett et al. 2008a	Aloha Tower Drive	Archaeological Monitoring	No historic properties identified.
Hazlett et al. 2008b	Fort Street Mall and Hotel St.	Archaeological Monitoring	No historic properties identified.
Hazlett et al. 2009	Capitol Place	Archaeological Monitoring	Identified six sets of human remains and 42 historic features. Sub-adult remains were documented as SIHP 6922 and three adults and one sub-adult were documented as SIHP 6923. Included with the previously recorded SIHP 5760 are one human burial and historic features consisting of 33 trash pits, six bottle dumps, two basalt-block walls, and a building foundation.
Cleghorn et al. 2012	Corner of Smith and Beretania St.	Data Recovery	Further investigation of SIHP 6772 documented traditional Hawaiian poi pounders, 'ulu maika, adzes, and 2,700 historic artifacts including glass bottles, ceramics, and metal fragments.
Yucha et al. 2014	Corner of Alakea and Beretania Streets	Archaeological Inventory Survey	Identified the remnants of Union Street (SIHP 7607). Recovered historic artifacts not associated with the street.
Harrington et al. 2018	Between Bethel St., S. Hotel St., Fort St. Mall, and Walmart	Literature Review and Field Inspection	Noted that the study area lies in former yam fields. The yam fields were later destroyed by construction of homes, bowling alleys, and stores.
McElroy et al. 2021	Between Bethel St., S. Hotel St., Fort St. Mall, and Walmart	Archaeological Inventory Survey	Identified SIHP 8811, the remains of the historic Empire Theater/Grotto Saloon, including its buried floor, two historic trash deposits, and a fragment of human remains.

Table 5. Previously Documented Archaeological Sites Near the Project Area

SIHP 50-80-14-	Description	Author and Year
9905	Merchant Street Historic District	
9906	Our Lady of Peace Cathedral	
9986	Chinatown Historic District	
1321	Hawai‘i Capital Historic District	
1332	Hawai‘i Theatre	
1346	Central Fire Station	
1379	Emerald Building	
2142	Trash deposit dating to ca. 1880–1920	Charvet-Pond & Pantaleo 1989
5760	One human burial, historic trash pits, bottle dumps, basalt-block walls, privies, building remnants, and utility trenches.	Perzinski et al. 2000; Hazlett et al. 2009
6691	Two disturbed, possibly pre-contact human burials and two historic trash pits.	McIntosh & Cleghorn 2005
6772	Subsurface cultural deposit with 22 human burials, pre-contact artifacts, and a multitude of post-contact artifacts. Sex and age distribution of the burials suggest a family cemetery.	Pietrusewsky 2003; McIntosh et al. 2006; Kalilihiwa & Cleghorn 2007; Cleghorn et al. 2012
6922	Sub-adult human remains	Hazlett et al. 2009
6923	Three adults and one sub-adult human remains	Hazlett et al. 2009
7607	remnants of Union Street	Yucha et al. 2014
8811	The remains of the historic Empire Theater/Grotto Saloon, including its buried floor, two historic trash deposits, and a fragment of human remains.	McElroy et al. 2021

also did not yield any historic properties (O’Leary and Hammatt 2006). For the Capitol Place Development Project, an archaeological inventory survey recorded one site (SIHP 50-80-14-5760) with numerous features consisting of historic trash pits, privies, building remnants, and utility trenches (Perzinski et al. 2000). Subsequent data recovery documented more than 1,500 historic artifacts and a polished basalt adze, as well as trash pits, privies, and structural remnants (Carney et al. 2005). Initial use of SIHP 5760 was dated to the 1820s and ‘30s with continued heavy use into the mid-20th century. Archaeological monitoring identified six sets of human remains and 42 historic features (Hazlett et al. 2009). Sub-adult remains were documented as SIHP 50-80-14-6922 and three adults and one sub-adult were recorded as SIHP 50-80-14-6923. Included with the previously identified SIHP 5760 are one human burial and historic features consisting of 33 trash pits, six bottle dumps, two basalt-block walls, and a building foundation.

Early excavations were conducted at a parking lot on the makai side of Hotel Street between Kekaulike and River Streets (Kennedy 1984). Stratigraphy consisted of fill above a coral substrate. No historic properties were identified.

Test excavations were later completed for construction activity at Chinatown Gateway Plaza, on the makai side of Hotel Street, between Nu‘uanu Avenue and Bethel Street (Cleghorn 1989). Extensive

subsurface disturbance was noted, and fill layers contained scattered historic artifacts. Archival research indicated that the site was probably used for agriculture and habitation in the pre-contact era. Four buildings on the lot at the time of study were dated to 1891, 1924, 1925, and 1933, respectively. Archaeological testing revealed a historic trash deposit, SIHP 50-80-14-2142, which contained cultural material dating from the 1880s to the 1920s. Archaeological monitoring was then conducted for the Chinatown Gateway construction (Charvet-Pond and Pantaleo 1989). The monitoring recorded materials from the SIHP 2142 trash deposit, including ceramics, metal, slate, and glass bottles, most of which dated to ca. 1880–1920.

In 2002, archaeological monitoring was carried out for the King Street Rehabilitation project, located on King Street, between Dillingham Boulevard and South Street (Mann and Hammatt 2002). An incomplete burial in poor condition (SIHP 50-80-14-6371) was inadvertently discovered near the intersection of King and Punchbowl Streets. In addition, a pit feature containing faunal remains was identified near the intersection of King and Richards Streets. Stratigraphy on a portion of King Street between South and Bethel Streets displayed a clay loam layer which contained historic trash and artifacts.

Several studies were conducted at the Smith-Beretania parking lot. In 2003, human remains of at least 22 individuals, designated as SIHP 50-80-14-6772, were recovered and reinterred on site (Pietrusewsky 2003). Six exploratory trenches were excavated as part of an archaeological inventory survey which identified 68 subsurface features (SIHP 6772), including cooking features and trash pits, structural remnants, and a variety of traditional and historic cultural material (McIntosh et al. 2006). The site is thought to be associated with the 1900 Chinatown fire with structures dating to 1850–1900. Archaeological monitoring further documented the previously identified 22 sets of human remains associated with SIHP 6772 that were reinterred on site (Kalilihiwa and Cleghorn 2007). Sex and age distribution of the burials suggest a family cemetery. Dental and skeletal pathologies were also observed, such as various dental maladies, tooth ablation, and a bone fracture. Data recovery of SIHP 6772 was subsequently conducted to expand upon the earlier studies (Cleghorn et al. 2012). A wide array of cultural material was encountered, including traditional Hawaiian poi pounders, ‘ulu maika, adzes, and 2,700 historic artifacts consisting of glass bottles, ceramics, and various metal fragments.

An archaeological inventory survey at the corner of Nu‘uanu Avenue and Pauahi Street identified SIHP 6691, which is composed of two disturbed, possibly pre-contact human burials and two historic trash pits (McIntosh and Cleghorn 2005).

Archaeological monitoring was required for the Beretania Street Rehabilitation Project, which was located along major streets in the region to the north and southwest of the current study area (Groza and Hammatt 2008). Monitoring did not identify any historic properties or cultural deposits. Stratigraphy beneath the road and concrete sidewalk consisted of imported fill. In areas where excavations reached below the fill layer, naturally deposited volcanic cinder was present.

Archaeological monitoring along Aloha Tower Drive also did not identify any archaeological or cultural resources (Hazlett et al. 2008a). Stratigraphy reflected the fill episodes that occurred along the original Honolulu shoreline during development of the harbor. Much of the landfill was dredged material from the harbor, and there was also sedimentary fill which came from other parts of the island. At Fort Street Mall and Hotel Street, archaeological monitoring did not identify historic properties (Hazlett et al. 2008b).

An archaeological inventory survey was completed at the corner of Alakea and Beretania Streets (Yucha et al. 2014). A subsurface road corridor was identified and interpreted as the former Union Street (SIHP 50-80-14-7607), which runs west to east on the north side of the project area. Identified

in one of six trenches that were excavated during the survey, the road is composed of an alignment of basalt curbstones, a concrete gutter, and asphalt paving. It was found between 20 and 26 cm below the surface (cmbs) and again at 30–35 cmbs, with a layer of fill between. Union Street dates to at least 1847, when it is shown on historic maps and is thought to have been covered over by 1978 (Yucha et al. 2014:75). In addition to SIHP 7607, a variety of cultural material was collected. This consists of “three bricks, three wire nails, one fragment of milled wood, one metal utensil handle, one modified mammal long bone fragment, one plastic button, one plastic comb/hair pick, one fragment of flat safety glass, fragments of nine ceramic vessels, and four glass bottles” (Yucha et al. 2014:78). The artifacts were not found in the same trench where SIHP 7607 was identified.

Most recently, two studies were completed for the block between Bethel Street, S. Hotel Street, Fort Street Mall, and Walmart. Archival research for an archaeological literature review and field inspection revealed that the area was once within a yam field, or *pā uhi* and may not have been inhabited until the early post-contact era (Harrington et al. 2018). By the mid-1800s Hawaiian and Euro-American homes and two bowling alleys occupied the block. By the late-1800s a variety of small retail businesses emerged, and by 1906 the Empire Theater was established within a previous building on the lot. An archaeological inventory survey identified SIHP 50-80-14-8811, the remains of the historic Empire Theater/Grotto Saloon, including its the buried floor, two historic trash deposits, and a fragment of human remains (McElroy et al. 2021).

Summary of Background Research

Native Hawaiian accounts identify Honolulu as a significant location associated with various resources, named people and deities, along with a number of traditional activities. The environment was characterized by the named winds and rains. Sections of the coral reef were also named and these likely served as fishing grounds for local families. Fresh water was found at Nu‘uanu Stream on the northwest end of Honolulu Harbor. A number of the named places adjacent to the harbor were associated with extended families and their homes. Hence, daily life revolved around both the marine resources of the harbor (and neighboring fishponds and salt ponds), as well as cultivated lands just inland from the coast. The main focus of ritual activity was the heiau at Pākākā Point, but fishing shrines are also mentioned in traditional accounts.

The arrival of foreigners in Hawai‘i brought about drastic changes to the islands. During the late 1700s and 1800s, Honolulu grew from a small village to a bustling city. The Roman Catholic Church constructed Our Lady of Peace Cathedral ca. 1843 and associated structures just mauka of the current project parcels. Within the study area itself is the Sacred Hearts Covenant School, which was built in 1901 and was drastically altered by its previous tenants and owners. The building is currently being used for storage by the Roman Catholic Church due to the poor condition of the roof (Mason Architects 2022:18).

Previous archaeological research has covered the Honolulu vicinity fairly well, with projects spanning much of the region surrounding the study lands, and key studies completed for areas such as Capitol Place, King and Beretania Streets, and the Chinatown Gateway Plaza. These and other projects have provided archaeological evidence for transformation of the Honolulu area over time with finds such as basalt walls, historic trash deposits, bottle dumps, privies, structural remains, historic street remnants, and pre- and post-contact burials.

Anticipated Finds and Research Questions

The entire study area has undergone extensive previous disturbance, and it is not likely that any previously undocumented surface archaeological features remain. Nevertheless, subsurface archaeological materials or deposits may be encountered during construction, as evidenced by the

finds of previous studies in the vicinity. Potential archaeological remains that might be encountered in the project area aside from the existing historic building include remnants of agricultural activity (deposits or features associated with the former yam field); sites and cultural material related to grants and LCAs; remains associated with the development of the cathedral, Chinatown, Honolulu Harbor, and the city of Honolulu (deposits from the Chinatown fire, structural remnants, cultural material from merchant families); and human burials.

Research questions will broadly address the identification of the archaeological resources noted above and may become more narrowly focused based on the kinds of resources that are found. Initial research questions are as follows:

1. Have any archaeological remains survived the disturbance to the parcels from repeated modern development? If so, what is the nature of these remains and where are they located?
2. Are there any indications of pre-contact and/or historic land use? Are cultural layers, features, and artifacts present within the project area? If so, what do those resources indicate about habitation and/or subsistence patterns?

Once these basic questions are answered, additional research questions can be developed in consultation with SHPD, tailored to the specific kinds of archaeological resources that occur in the study area.

METHODS

Pedestrian survey was carried out on August 15, 2022 by Keala Pono archaeologist Jeffrey Lapinad. Windy McElroy, PhD served as Principal Investigator, overseeing all aspects of the project. For the pedestrian survey, the ground surface was visually inspected for surface archaeological remains. Of the 0.064 ha (0.16 ac.) study area, 100% of the land not occupied by current buildings was covered on foot. Most of the area is open and flat with excellent visibility, and much of the surface has been disturbed by modern development, including buildings, pavements, walkways, and landscaped areas (Figure 20).

To complete the AIS, test trenches (TR) will be excavated in various locations throughout the project area. The excavation strategy will be approved by SHPD beforehand. Excavation will be accomplished with a mini-excavator or similar equipment. Vertical provenience will be measured from the surface, and trenches will be excavated to groundwater, bedrock, or as deep as safely possible. Profiles will be drawn and photographed, and soils will be described using the USDA *Soil Survey Manual* (Soil Science Division Staff 2017), Munsell soil color charts (Munsell 2010), and a sediment texture flowchart (Thien 1979). Trench locations will be recorded with a sub-meter accurate Trimble Geo 7, and all trenches will be backfilled after excavation.

The scale in all field photographs is marked in 10 cm increments. The north arrow on all maps points to magnetic north. Throughout this report rock sizes follow the conventions outlined in *Field Book for Describing and Sampling Soils*: Gravel <7 cm; Cobble 7–25 cm; Stone 25–60 cm; Boulder >60 cm (Schoeneberger et al. 2002:2–35). No materials were collected thus far, and no laboratory analyses were conducted.



Figure 20. Example of survey conditions: structures, pavements, and landscaping, facing east.

RESULTS

An archaeological pedestrian survey was conducted on the 0.064 ha (0.16 ac.) project area on TMK: (1) 2-1-010:033 and 034 in Honolulu Ahupua'a, Honolulu (Kona) District, on the island of O'ahu. No new archaeological resources were found on the surface. The study area contains a historic building, the Sacred Hearts Covenant School. Subsurface testing is pending SHPD approval of an AIS testing plan. Draft and final AIS reports will be produced to include the results of both the pedestrian survey and subsurface testing.

Pedestrian Survey

The pedestrian survey covered 100% of the 0.064 ha (0.16 ac.) project area that is not occupied by current buildings (see Figure 20). The survey consisted of one archaeologist walking the open spaces, looking for any surface archaeological resources. No surface archaeological resources besides the previously recorded historic building were observed during the pedestrian survey. The two-story historic building located on the property has a slightly shorter CMU building attached to the southeast side facing the back alley (Figures 21–24). It also has an inscription on the front that reads "AD 1859" (Figure 25). A reconnaissance level survey report has been completed for the building by a historic architect (Mason Architects 2022).

In sum, no new archaeological resources were encountered during the pedestrian survey. The two-story historic building has an inscription with the date 1859. The surface of the region is fully utilized and contains landscaped areas, buildings, walkways, and alleys. In the few locations that were not occupied by structures or pavements, there was no evidence of any archaeological resources. It is likely that any surface archaeological resources once located within the project area were destroyed or covered during the region's development.

Subsurface Testing

Subsurface testing is pending SHPD approval of the AIS testing plan. Trenches will be excavated throughout the project area to determine the presence or absence of subsurface cultural material, deposits, and features. A draft AIS report will be produced to include the results of both the pedestrian survey and subsurface testing.

Summary of Results

A pedestrian survey on the 0.064 ha (0.16 ac.) project area on TMK: (1) 2-1-010:033 and 034 in Honolulu Ahupua'a, Honolulu (Kona) District, on the island of O'ahu identified a previously documented historic building and no new archaeological resources. The project area has been disturbed by modern development, including buildings, pavements, walkways, and landscaped areas. Subsurface testing is pending.



Figure 21. Front of the historic two-story building, facing southeast.



Figure 22. Photo showing the building (center), alley (left), and Fort Street Mall (right), facing south.



Figure 23. Shorter building attached to the back of the historic building, facing west.



Figure 24. Photo of the back alley and back side of the buildings, facing northwest.



Figure 25. Inscription on the front of the building that reads “AD 1859,” facing west.

SUMMARY AND RECOMMENDATIONS

The pedestrian survey portion of an AIS was conducted for proposed residential and commercial construction at 1155 and 1159 Fort Street Mall in Honolulu Ahupua‘a, Honolulu (Kona) District, on the island of O‘ahu. The project area covers 0.064 ha (0.16 ac.) on TMK: (1) 2-1-010:033 and 034. The pedestrian survey covered 100% of the land not occupied by current buildings.

The pedestrian survey identified a previously documented historic building, the Sacred Hearts Covenant. No new surface archaeological resources were observed. The project area has been disturbed by modern development, including buildings, pavements, walkways, and landscaped areas. Subsurface testing is pending SHPD approval of the AIS testing plan. Draft and final AIS reports will be produced to include the results of both the pedestrian survey and subsurface testing. Once subsurface testing is complete, recommendations for the project can be made.

GLOSSARY

ahupua‘a	Traditional Hawaiian land division usually extending from the uplands to the sea.
‘āina	Land.
ali‘i	Chief, chiefess, monarch.
ali‘i nui	High chief.
‘āpana	Piece, slice, section, part, land segment, lot, district.
au	Current; to flow, as a current.
‘aumakua	Family or personal gods. The plural form of the word is ‘aumākua.
‘awa	The shrub <i>Piper methysticum</i> , or kava, the root of which was used as a ceremonial drink throughout the Pacific.
heiau	Place of worship and ritual in traditional Hawai‘i.
ilāmuku	Executive officer.
‘ili	Traditional land division, usually a subdivision of an ahupua‘a.
‘ili kūpono	An ‘ili within an ahupua‘a that was nearly independent. Tribute was paid to the ruling chief rather than the chief of the ahupua‘a, and when an ahupua‘a changed hands, the ‘ili kūpono were not transferred to the new ruler.
‘ili‘āina	Land area; a land section, next in importance to ahupua‘a and usually a subdivision of an ahupua‘a.
iwi	Bone.
kahakai	Beach, seashore, coast.
kahawai	Stream, creek, river; valley, ravine, gulch, whether wet or dry.
kahuna	An expert in any profession, often referring to a priest, sorcerer, or magician.
kilu	A small container used for storing precious objects or for feeding a favorite child; a quoit in the kilu game in which a player would attempt to hit an object with the kilu to win a kiss from a member of the opposite sex.
ko‘a	Fishing shrine.
kohola	Reef.
kōnane	A traditional Hawaiian game played with pebbles on a wooden or stone board.
konohiki	The overseer of an ahupua‘a ranked below a chief; land or fishing rights under control of the konohiki; such rights are sometimes called konohiki rights.
kou	The flowering tree, <i>Cordia subcordata</i> , either native to Hawai‘i or introduced by Polynesians.
kuleana	Right, title, property, portion, responsibility, jurisdiction, authority, interest, claim, ownership.
kupua	Demigod, hero, or supernatural being below the level of a full-fledged deity.
kupuna	Grandparent, ancestor; kūpuna is the plural form.
ku‘ula	A stone god used to attract fish, an altar near the sea, or a hut where fishing gear was kept with ku‘ula images to invoke their power.

limu	Refers to all sea plants, such as algae and edible seaweed.
loko	Inside, interior. Pond, lake, pool.
lōkū	A game similar to kilu; an indoor place to play games; evening entertainment.
Māhele	The 1848 division of land.
maile	<i>Alyxia olivaeformis</i> , a fragrant native shrub used for twining.
maka‘āinana	Common people, or populace; translates to “people that attend the land.”
makai	Toward the sea.
makani	Wind, breeze.
mana	Divine power.
mauka	Inland, upland, toward the mountain.
midden	A heap or stratum of refuse normally found on the site of an ancient settlement. In Hawai‘i, the term generally refers to food remains, whether or not they appear as a heap or stratum.
mo‘o	Narrow strip of land, smaller than an ‘ili.
mo‘olelo	A story, myth, history, tradition, legend, or record.
niu	The Polynesian-introduced tree <i>Cocos nucifera</i> , or coconut.
‘ōlelo no‘eau	Proverb, wise saying, traditional saying.
o‘opu	Fish of the families <i>Eleotridae</i> , <i>Gobiidae</i> , and <i>Bleniidae</i> .
‘ōpae	Shrimp.
pā	Fence, wall, enclosure; dish, flat basin; the mother-of-pearl shell (<i>Pinctada margaritifera</i>).
pāpū	Fort or fortress.
post-contact	After A.D. 1778 and the first written records of the Hawaiian Islands made by Captain James Cook and his crew.
pre-contact	Prior to A.D. 1778 and the first written records of the Hawaiian Islands made by Captain James Cook and his crew.
pua aloalo	Hibiscus flower.
pueo	The Hawaiian short-eared owl, <i>Asio flammeus sandwichensis</i> , a common ‘aumakua.
ua	Rain, rainy, to rain.
uhi	The yam <i>Dioscorea alata</i> , commonly grown for food.
‘ulu maika	Stone used in the maika game, similar to bowling.
wahi pana	Sacred places or legendary places that may or may not be kapu, or taboo.

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Appendix 8

Reconnaissance Level Survey

Reconnaissance Level Survey Report for 1157 and 1159 Fort Street Mall, O'ahu, Hawai'i.

TMK [1] 2-1-010:033 and 034

Prepared by MASON under contract to
Catholic Charities Housing Development Corporation.

HRS 6E-42 submission to
Hawai'i State Historic Preservation Division
under project 2022PRxxxxx

August, 2022

DRAFT FOR CLIENT REVIEW



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Introduction

Mason Architects, Inc. (MASON) was hired as a consultant to Catholic Charities Development Corporation to author a Reconnaissance Level Survey (RLS) for the two, two-story commercial buildings at 1157 and 1159 Fort Street Mall, on behalf of applicant Michael Magaoay.

Project Objectives

This RLS is intended to fulfill historic property identification and significance evaluation requirements for Hawaii Revised Statutes (HRS) Chapter 6E-42 and Hawai'i Administrative Rules (HAR) §13-284 related processes that will be undertaken by the State Historic Preservation Division (SHPD) as they review the proposed project. The proposed project will demolish the existing buildings and redevelop the property into a 17-story, 67-unit residential tower. Contemporary photographs in this report show the buildings in their current state, as of June 2022, prior to proposed work. This RLS provides a subject property history, historic context, description, and significance evaluation per HAR §13-284-6, in support of the HRS Chapter 6E-42 consultation process for the proposed work.

Methodology

To complete this survey, MASON performed historical research, a site visit, and an evaluation of significance and integrity in keeping with HAR §13-284-6. Research included review of MASON's internal company archives, City & County of Honolulu permit and tax records, historical newspaper articles, and information provide by Roman Catholic Church local representatives. Field work for the site visit occurred in June 2022. At the time of the site visit, the ground level storefronts were boarded up and all units within the buildings were either used for storage or vacant.

Boundary Explanation and Justification

The project area surveyed and evaluated for the RLS are the two, two-story adjoining commercial buildings located at 1157 and 1159 Fort Street Mall, in TMK [1] 2-6-010:033 and 034, in Downtown, Honolulu, HI (See Figure 1). 1157 Fort Street Mall also contains an additional unit, 1155 Fort Street Mall, with an entrance off an alley at the south of the building. In 2007, the Roman Catholic Church acquired these two properties and in advance of the proposed project they hired MASON to complete this RLS.

Setting

The 1157 and 1159 Fort Street Mall buildings are located on the south side of Fort Street Mall in the heart of Downtown Honolulu, with Fort Street Mall and Bethel Street to the north, Beretania Street to the east, Bishop Street to the south, and Hotel Street to the west. The primary façade of the buildings faces north towards Fort Street Mall. The Cathedral Basilica of Our Lady of Peace is located to the east, two to four-story commercial buildings are located across the street to the north, and a commercial tower is located to the south.



Figure 1: Location map for subject buildings 1157 (with 1155) (yellow) and 1159 Fort Street Mall (red) (2021 Google base aerial).

1157 and 1159 Fort Street Mall Historical Overview

Sacred Hearts Convent School (1901-1937)

Built in 1901, the single building that contained 1157 and 1159 Fort Street Mall was originally classrooms for the Sacred Hearts Convent School which was affiliated with the Cathedral Basilica of Our Lady of Peace (originally constructed c.1843 with subsequent alterations) immediately east (Figure 2). The building operated as a convent school for the Sisters of the Congregation of the Sacred Hearts of Mary until 1937 when the school's educational functions shifted to other church properties and the resident sisters moved to a new convent at the former Baldwin Estate near School Street in Nu'uuanu.



Figure 2: 1906 Sanborn map; earliest map showing Cathedral (green) and Sacred Hearts Convent School “School Rooms” (blue); portions of building that would become 1159 (red) and 1157 Fort Street Mall (yellow) as building was subdivided and portions were demolished.

The Sacred Hearts Convent School building originally had a rectangular plan that measured approximately 250' x 30' running from about 10' from the south elevation of Cathedral Basilica Our Lady of Peace (Cathedral) southwest towards Hotel Street. The structure consisted of a concrete basement that likely spanned the footprint of the original building with masonry walls, a suspended concrete first floor and a wood framed second floor. Early photographs show the north elevation (primary façade) had 20 bays, three equally distanced protruding parapet with concrete cornice detailing, and one central entrance arch with similar detailing as the cornices (Figures 3-5). Above the easternmost parapet cornice was a relief molding spelling out “A.D. 1859” to commemorate the year of the sisters’ arrival and the beginnings of the Roman Catholic Church’s school, not the date of construction.



Figure 3: Cathedral (left) and Sacred Heart Convent School building (right), view southwest; 1159 (red) and 1157 (yellow) Fort Street Mall, undated (*Honolulu Town*, Fathers of the Sacred Hearts, Hawaii Province Archives)

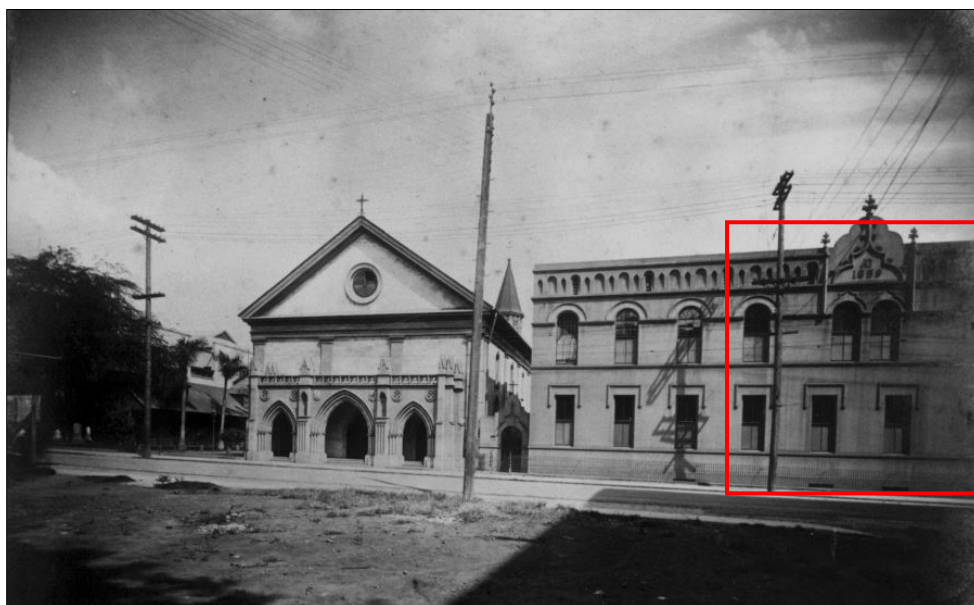


Figure 4: Cathedral (left) and Sacred Heart Convent School building (right), view south; 1159 Fort Street Mall (red), undated

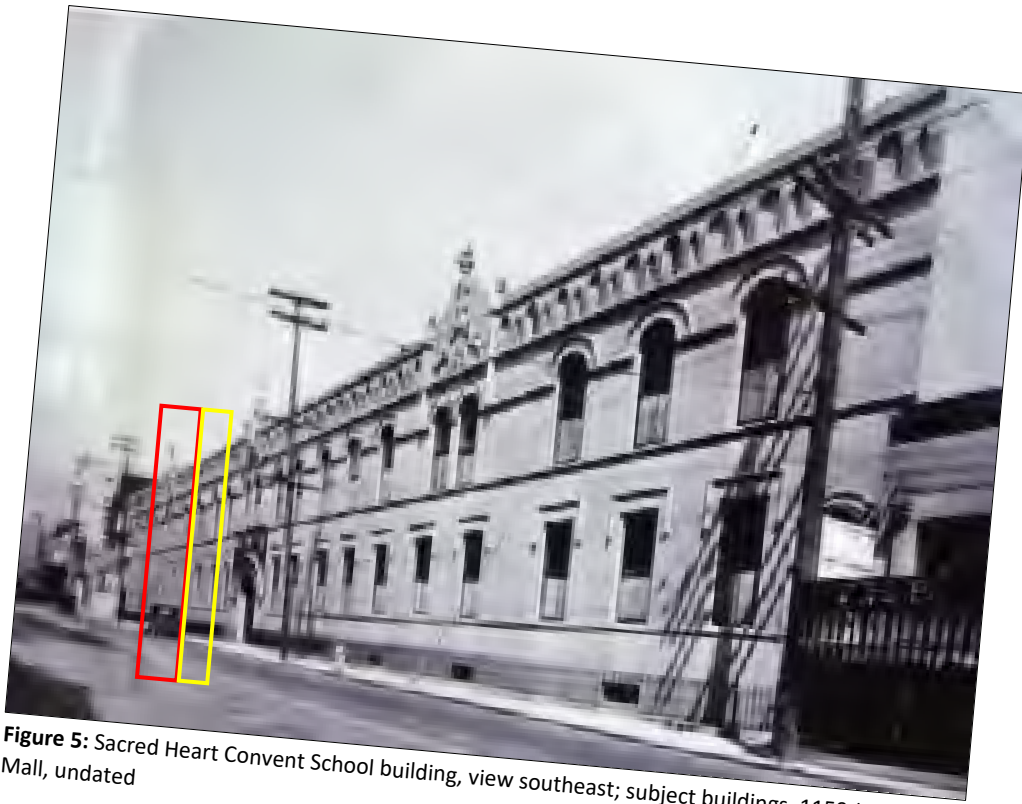


Figure 5: Sacred Heart Convent School building, view southeast; subject buildings, 1159 (red) and 1157 (yellow) Fort Street Mall, undated

[illegible]

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By 1914, the size and orientation of the secondary convent school buildings slightly changed and “1143,” 1153,” and “1159” showed up as addresses for the subject classroom building (Figure 7). At this time the school was labeled the “Convent of the Sacred Hearts Day & Boarding School for Girls” (Cathedral was labeled “Catholic Cathedral”) and by 1927, further changes to the neighboring school buildings occurred and the school was labeled “Sacred Heart Convent Day & Boarding School for Girls” (Cathedral was labeled “Our Lady of Peace Cathedral”) (Figure 8).

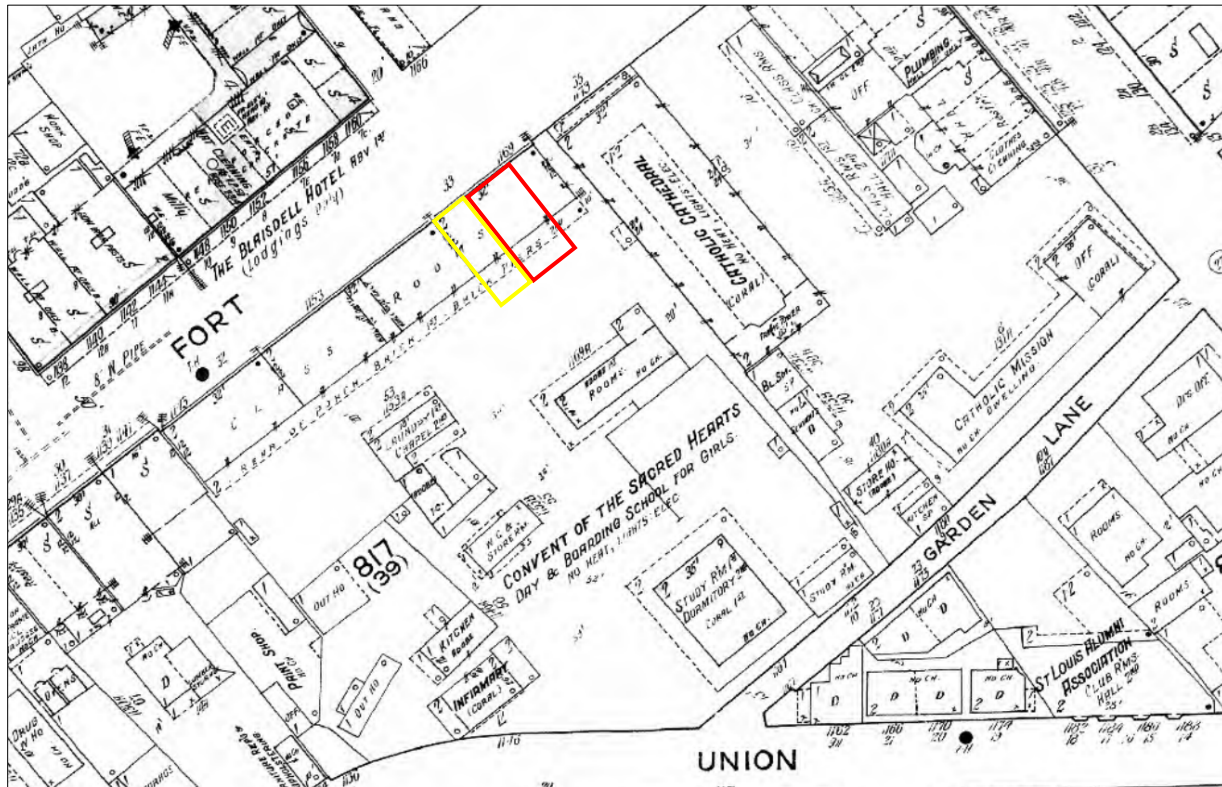


Figure 7: Sacred Heart Convent School, 1914; approximate location of subject buildings, 1159 (red) and 1157 (yellow) Fort Street Mall outlined (Sanborn Fire Insurance Map)

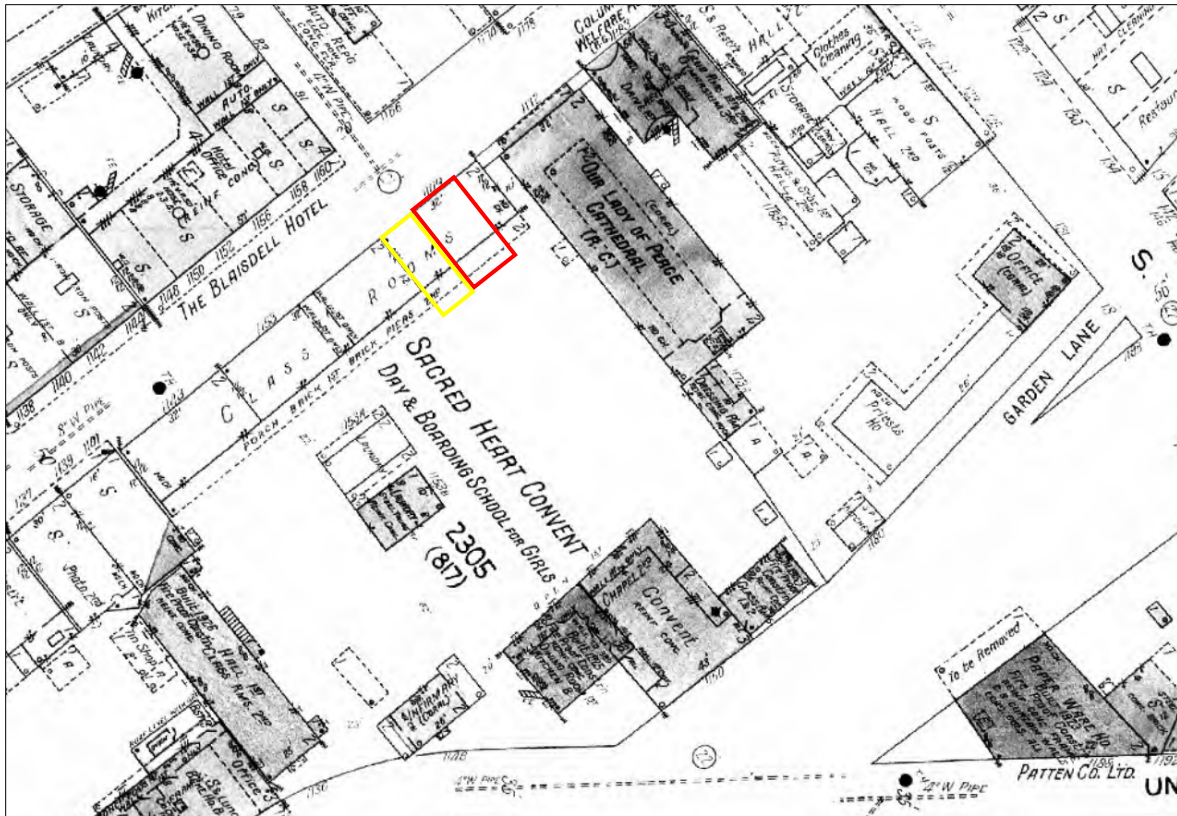


Figure 8: Sacred Heart Convent School, 1927; approximate location of subject buildings, 1159 (red) and 1157 (yellow) Fort Street Mall outlined (Sanborn Fire Insurance Map)

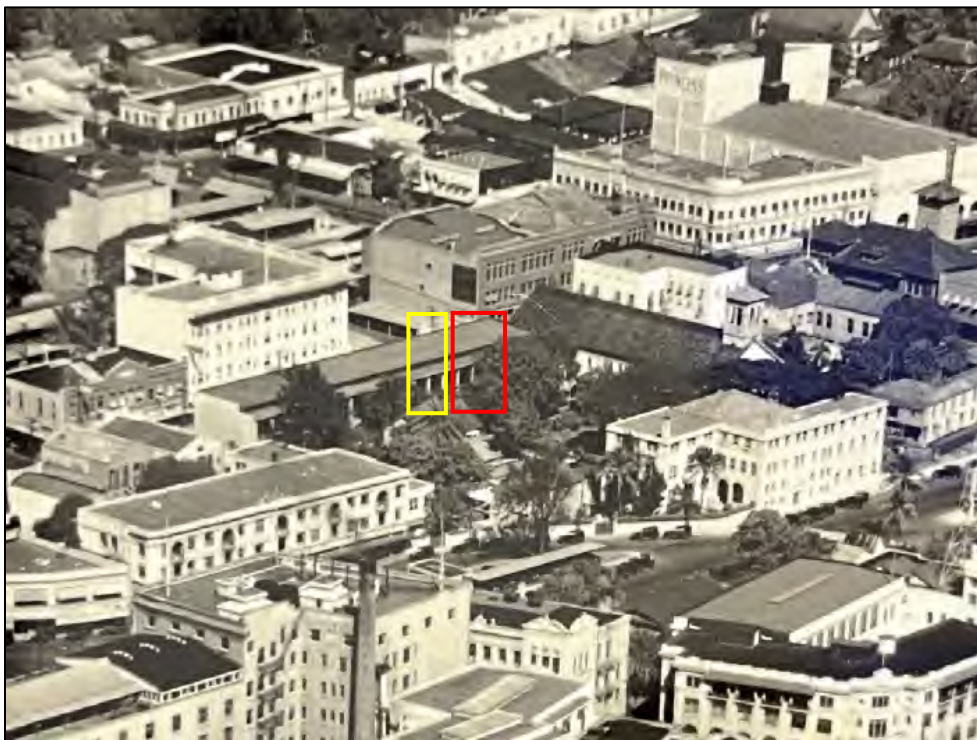


Figure 9: Sacred Heart Convent School, 1930; approximate location of subject buildings, 1159 (red) and 1157 (yellow) Fort Street Mall outlined; note cloisters and open space at south elevation (State Archives)

Commercial Uses (1937-2007)

In 1937, the building was sold and soon after was subdivided into at least 6 or 7 separate units with shared walls and individual storefronts (Figure 10). From 1937 on, the building was occupied by a variety of commercial retail and offices, and over time portions of the Sacred Heart Convent School were demolished and/or substantially altered to the degree of no longer conveying the original appearance of the building. When the original Sacred Hearts Convent School single building was subdivided, the once continuous interior was divided by north-south running walls. Over time partition walls further dividing the space were installed and removed.

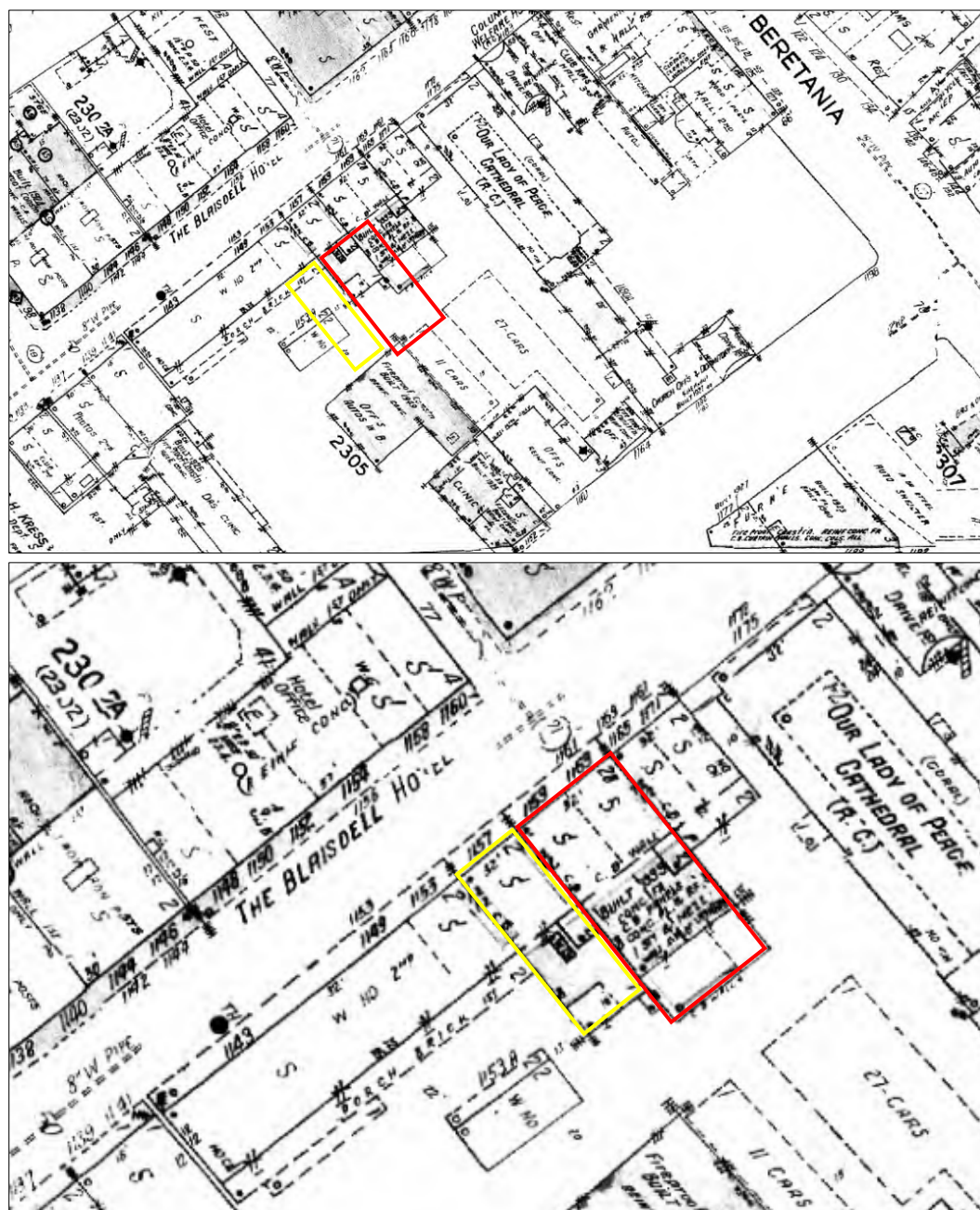


Figure 10: Approximate location of subject buildings, 1159 (red) and 1157 (yellow) Fort Street Mall outlined with additions at rear present; note new stores and additional addressed in location of original Sacred Heart Convent School, 1950. Upper image shows neighborhood context and lower image more clearly shows addresses, store delineations, additions at rear of subject buildings (Sanborn Fire Insurance Map)

The once cohesive Fort Street facing façade started to change to reflect the changing commercial tenants in the building (Figure 11). The easternmost commercial front (closest to the Cathedral), for instance, underwent alterations likely in the 1940s, when the new owners stripped the original decorative façade and replaced it with smooth concrete in keeping with the more modern styles becoming popular in downtown Honolulu (Figure 12, Figure 13). Between 1940 to 1950, the north elevation of 1157 and 1159 Fort Street Mall was substantially altered and additions were added to the south elevation (Figure 10).

In 1954 the Ritz Department Store occupied the units west of the subject buildings and was clad in concrete paneling, embellished by a vertical “RITZ” sign. A horizontal metal canopy stretching across the entire frontage (Figure 13).



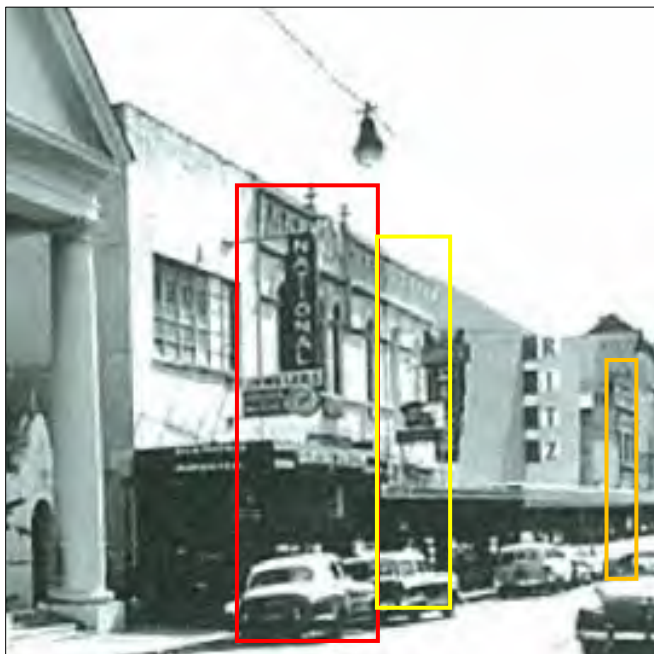
Figure 11: Approximate location of subject buildings, 1159 (red) and 1157 (yellow) Fort Street Mall outlined, c.1950 (State Archives)



Figure 12: Easternmost storefront stripped of original ornament, blue arrow, c.1950 (State Archives)

National Jewelers, Kim Chow Shoes and a furniture store occupied the other storefronts by the 1960s. All three shops had varying modern neon signs. By the end of the 1960s, aside from the façade of the subject buildings and one other storefront further west on Fort Street Mall, the buildings retained the height of the original Sacred Hearts Convent School building, but the fenestration patterns and cladding were completely altered (National Jewelers, Ritz Department Store) (Figure 13).

Figure 13: Subject buildings, 1159 (red) and 1157 (yellow) Fort Street Mall outlined subject building and other relatively original



Sacred Hearts Convent School façade (orange) c.1960 (right)

From 1937 to 2002 Chun Kim Chow, Ltd. owned the buildings and operated 1159 Fort Street Mall as the Kim Chow Shoe Store (Figure 14) and 1157 Fort Street Mall as company offices for the shoe store chain until 2002.

At both 1157 and 1159 Fort Street Mall alterations include complete ground level storefront redesign including removal of original doors and windows and installation of new doors and windows not in keeping with the original appearance. New material included tile clad bulkheads, recessed entrances with butt-glazed windows and a metal canopy at the ground level. The ground level configuration at 1157 was also altered to include transom windows and an ATM at westmost portion (completed at unknown date after 1937).



Figure 14. (Undated, <https://www.pinterest.com/pin/85498092904491678/>)

By 1981, the portion of the original Sacred Hearts Convent School east of the subject buildings (previously occupied by National Jewelers) was demolished and replaced with a paved and landscaped open space. The west elevation (northwest portion of elevation, specifically) of 1159 Fort Street Mall was not originally an exterior wall as it was within the Sacred Hearts Convent School building. Around this time, the portion of the original Sacred Hearts Convent School west of the subject buildings (previously occupied by the Ritz Department Store) was also demolished and replaced with an office tower. The east elevation of 1157 Fort Street Mall was not originally an exterior wall as it was within the Sacred Hearts Convent School building.¹ By the early 1980s, mezzanines and second level additions were constructed off the south elevation of 1159 Fort Street Mall (Figure 15).

¹ c.1980 interior mezzanine of 1159 was expanded.

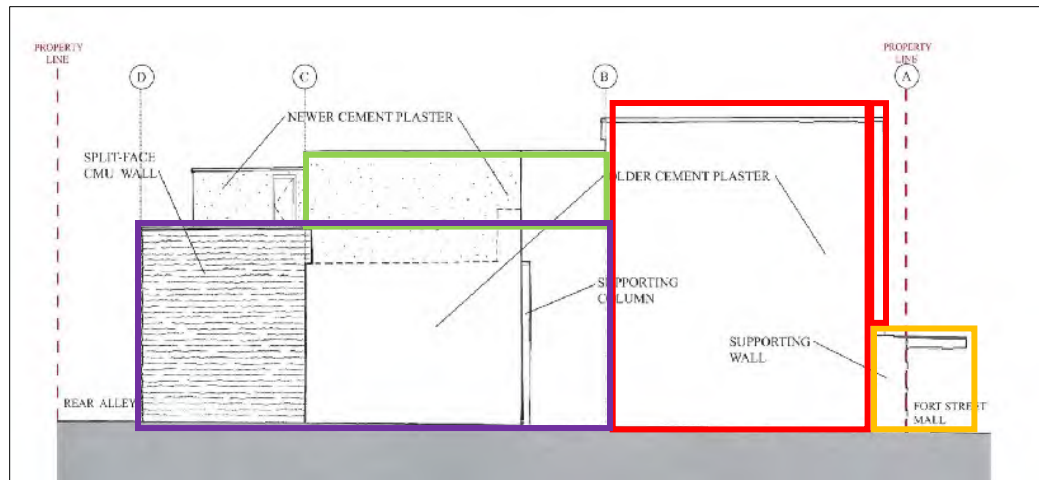


Figure 15: 1159 (red) Fort Street Mall east elevation with c.1950 alterations (orange), c.1980 additions (purple), and c.1990 (green)

By 1991, 1157 and 1159 Fort Street Mall were all that remained of the Sacred Heart Convent Building. Of the north elevation storefronts, the second-level window fenestration pattern and decorative detailing at the cornice appear to be the only original material. The ground level does not retain any original material.

From 2002 to 2007, the ground level of 1159 Fort Street Mall was leased to the Church of Scientology who used the space for offices and multipurpose spaces (Figure 16 and 17). The upper levels continued to be used as offices and storage for Chun Kim Chow Ltd. 1157 Fort Street Mall was used for offices and a portion of the ground level of the north elevation was used as an ATM (Figure 17). It is unclear when the transoms at the ground level of 1157 Fort Street Mall were added.



Figure 16: 1159 Fort Street Mall ground level when leased to the Church of Scientology ([source](#))



Figure 17: 1159 Fort Street Mall ground level when leased to the Church of Scientology (left) and 1157 with ground level alterations visible

Roman Catholic Church (2007-Present)

In 2007 the Roman Catholic Church regained ownership of both 1157 and 1159 Fort Street Mall and has used the buildings as offices, storage, multipurpose space, and a museum ever since (Figure 18). Most recently, however, according to Marlene R. DeCosta, Roman Catholic Church in the State of Hawaii Diocese of Honolulu Director of Real Estate, the buildings are vacant and used for storage because the roof is in poor condition. See contemporary photographs starting on page 40.

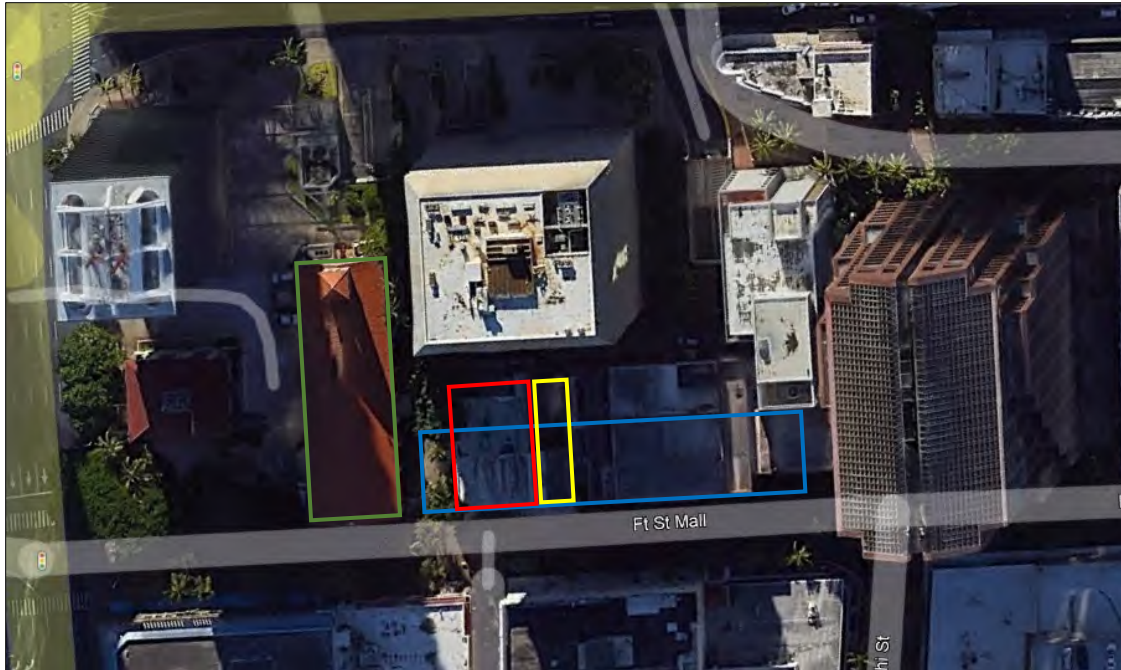


Figure 18: 2022 Google Map showing Cathedral Basilica of Our Lady of Peace (green) and 1159 (red) and 1157 Fort Street Mall (yellow); original footprint of Sacred Hearts Convent School building outline in blue.

Historical Context

The following provides the historical context for the general development of 1157 and 1159 Fort Street Mall, by summarizing the history of Downtown Honolulu, Fort Street and Fort Street Mall, and the Catholic Missionaries in Honolulu.

Downtown Honolulu

Honolulu's history is tied to events that drove its development from an isolated and exchange-based agrarian society to a globally-connected urbanized one. The arrival of western ships established Honolulu as one of the main points of resupply and trade in the islands, introducing a cash economy. This was followed by the rise of commercial agriculture, largely in the form of the sugar and pineapple industries. Tourism in the islands began during the 19th century, and grew to rival, and ultimately to overtake sugar as Hawai'i's largest industry.

Beginning in 1778 with the arrival of Captain James Cook's ships from England, western contact led to wholesale changes in Hawaiian culture, with the subsequent introduction of metals, germs, firearms, cash, and (especially after 1820) Christianity... There was a dramatic decline in native Hawaiian population during the first fifty years after contact. Illnesses and deaths resulted from introduced diseases to which Hawaiians had no immunity; from disruption in food production due to chiefs forcing commoners to harvest sandalwood in damp and cold forests, often affecting overall health; and from changes to other cultural practices - such as war with firearms. Western weapons were the tools that helped Kamehameha I unite the Hawaiian Islands into a single kingdom, instead of areas ruled by separate chiefs. King Kamehameha I moved his court, and, therefore, the kingdom's capital, several times -- between Kailua-Kona, on Hawai'i island, Waikiki or Honolulu, on O'ahu, and Lahaina, Maui. Under Kings Kamehameha II and III Lahaina was the kingdom's capital from 1820 to 1845, during the height of the whaling period, and in subsequent years it served as an occasional royal retreat.²

The Arrival of Westerners

The area that became Honolulu's downtown and harbor-front had originally been a fishing village named Kou. Its direct access to the harbor and Nuuanu Stream, as well as nearby yam and taro fields, provided sustenance for its inhabitants. After foreign exploring and trading ships began to visit Hawai'i's harbors to resupply, farmers in the kingdom started to grow produce that was preferable to the visiting sailors, including Irish potatoes and other vegetables. With this trade established, various harbors in Hawai'i, including Honolulu became favored waypoints for whaling ships in the Pacific. Other related businesses were also founded around the harbors to fulfill the industry's need for gear and supplies. Hawai'i's central location in the Pacific, between summer whaling grounds near Japan and the arctic, and winter grounds in the mid-pacific made the Kingdom popular with whaling ships for restocking, which meant that hundreds of these ships visited its harbors each year. Ships typically spent up to three months in one of Hawai'i's harbors for resupply between whaling trips, a process that was done twice per year. It was during the whaling period that Hawai'i began to experience its earliest changes to a cash-based economy, and Honolulu began to grow into an urban area.

² Mason Architects, Inc. "Hawaii Statewide Reconnaissance Level Architectural Survey, Phase I. (Statewide Architectural Survey of Hawaii, [SASH])" Prepared for the Hawaii State Historic Preservation Division. 2016. p. 8.

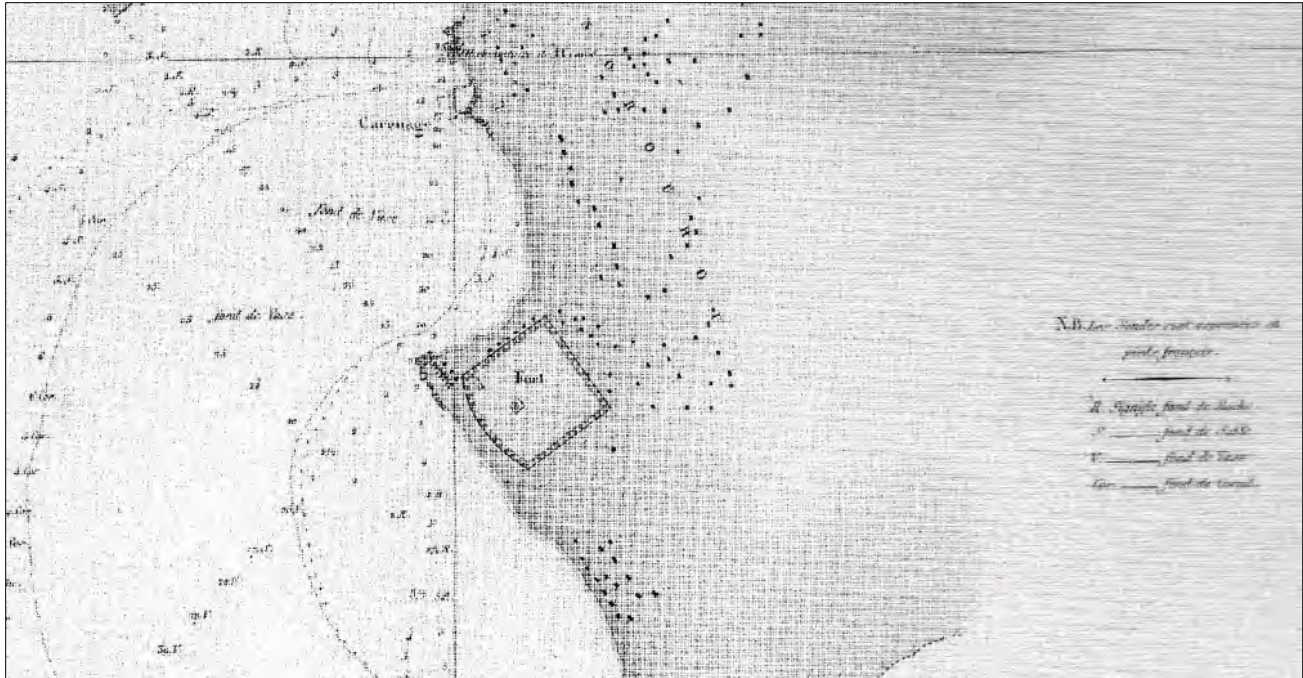


Figure 19: Portion of 1819 map of Honolulu and the harbor, with the fort. (Duperrey, Louis Isadore. "Du Port D' Onorourou, Sur l'ili Wahou (Iles Sandwich)," 1819. From Fitzpatrick, *The Early Mapping of Hawaii*. 1987. P. 61.)

Early trade in the islands centered on ship re-supply from goods produced by commoners (makaʻainana), with proceeds going to royalty and/or chiefs (aliʻi). As westerners moved in and Hawaiian society began to change in response to the exposure to different cultural and economic systems, trade shifted toward a consumer-based model. Over time, subsistence and communal production were supplanted by individual production and ownership, and the crafting of goods was supplanted by purchase.

Honolulu's development was initially focused around the harbor area east of the mouth of Nuʻuanu Stream, and tied to companies that were involved in the ship-outfitting business. Several of Hawaiʻi's "Big Five" companies got their start in these businesses and went on to dominate Hawaiʻi's economy long into the twentieth century.³ Honolulu eventually outpaced Lahaina in numbers of visiting ships, as its harbor was better for large foreign ships, and in the mid-1800s, Kamehameha III decided to move his capital to Honolulu. Later in the nineteenth century, whale oil and bone were supplanted by petroleum and other materials, causing whaling's decline. Before that decline, however, Hawaiʻi and Honolulu Harbor had found an alternate market for their agricultural goods, the prospectors of the gold rush in California. It was easier to ship supplies and produce from Hawaiʻi than to bring them overland to California from farms east of the Rocky Mountains, so Hawaiʻi's Irish potatoes and other produce continued to provide income to the islands. Before the establishment of farming in California to supply the gold rush, the kingdom had begun to explore exports other than fresh produce, and Honolulu continued to grow.

Fort Street

Fort Street is one of Honolulu's oldest thoroughfares and dates back to at least 1816. It was named for a harbor-front fort constructed by the Russian-American Company ca. 1816, which was demolished in

³ Hawaiʻi's "Big Five" consisted of C. Brewer & Co., Theo H. Davies & Co., Amfac, Castle & Cooke, and Alexander & Baldwin. All of these, other than Alexander & Baldwin, got their start between 1826 and 1851 in the trading or merchandising fields (C. Brewer in sandalwood, Theo H. Davies & Co. in general trading, Amfac as H. Hackfeld & Co.) before branching into sugar and other businesses.

1857.⁴ A trail from this fort to the edge of Honolulu Harbor was known as Alanui Papu (the “street of the gun enclosure”), which became Fort Street. The street connected Honolulu Harbor with mauka areas, eventually reaching as far as Pacific Heights, between Nuuanu and Pauoa valleys.⁵

An 1819 map of Honolulu by L.I. Duperrey of the French Navy (Figure 19) shows scattered buildings inland of the relatively new fort. An 1825 map by C.R. Malden (Figure 20) shows a very short road leading from the northeast (rear) side of the fort in the mauka direction, and “Honorourou” noted as a broad area beyond.

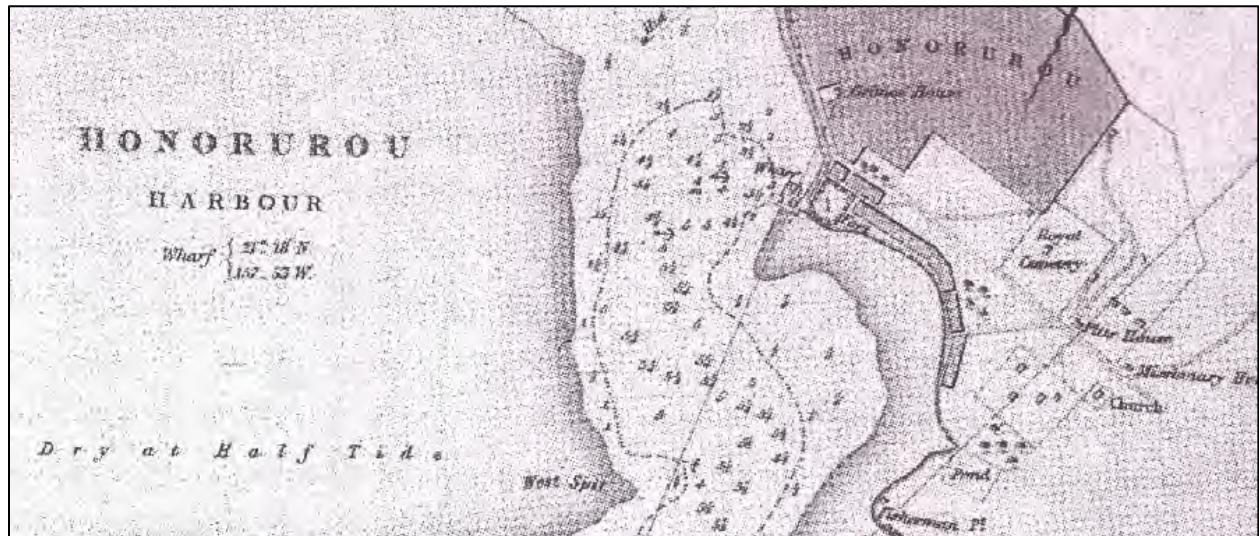


Figure 20: 1825 map shows the beginning of a wide street heading mauka from the inland side of the fort. (Malden, Charles. "South Coast of Woahoo, and Honoruru Harbor." Map by Lt. Malden, HMS Blonde. 1825. From Fitzpatrick, *The Early Mapping of Hawaii*. 1987. p. 63.)

A network of streets in Honolulu are shown in an 1840 United States Exploring Expedition Map (Figure 21), with Fort Street extending mauka to Beretania Street and only Nuuanu Street extending farther inland. Even at this early date, the largest concentration of buildings in Honolulu, aside from the fort, which acted as the seat of local government at the time, is at the intersection of Fort and Hotel Streets.

⁴ Erwin N. Thompson, *Pacific Ocean Engineers, History of the U.S. Army Corps of Engineers in the Pacific, 1905-1980*. Washington DC: U.S. Army Corps of Engineers. 1980. p. 6. Edward D. Beechert, *Honolulu Crossroads of the Pacific*. Columbia SC: University of South Carolina Press. 1991. p. 63.

⁵ T. Blake Clark, "Honolulu's Streets." *Papers of the Hawaiian Historical Society, Number 20, Papers read before the society November 18, 1938*. Honolulu: The Printshop Co., Ltd. 1939. p. 8.

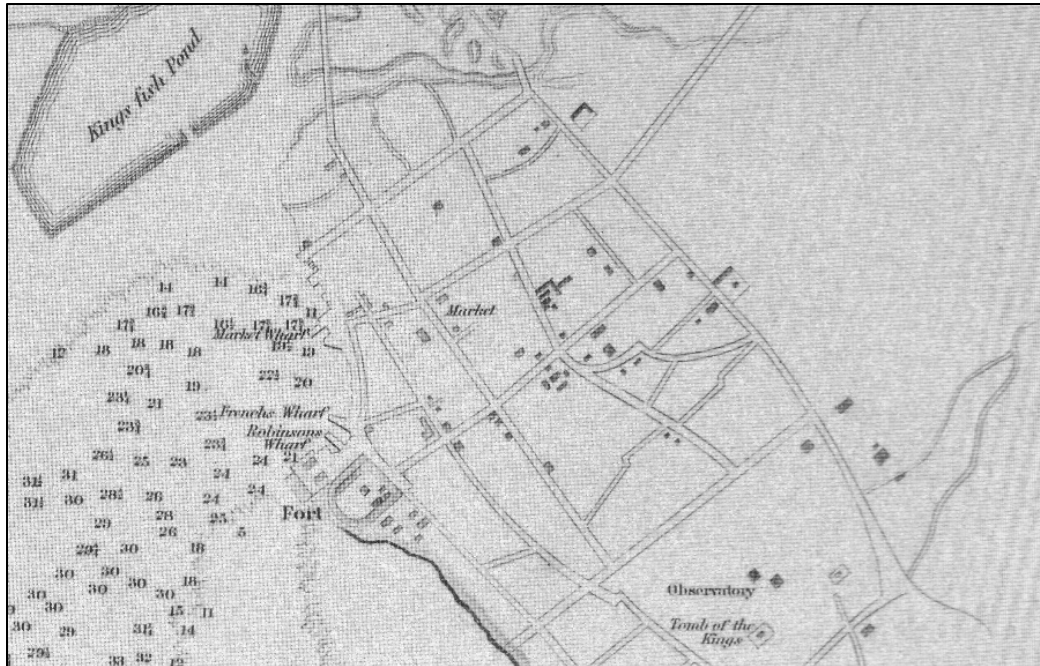


Figure 21: 1840 U.S. Exploring Expedition Map showing intersection of Fort and Hotel Streets with a concentration of buildings. (Wilkes, Charles. "Harbor at Honolulu, Island of Oahu, Hawaiian Islands," from Fitzpatrick, The Early Mapping of Hawaii. 1987. p. 70.)

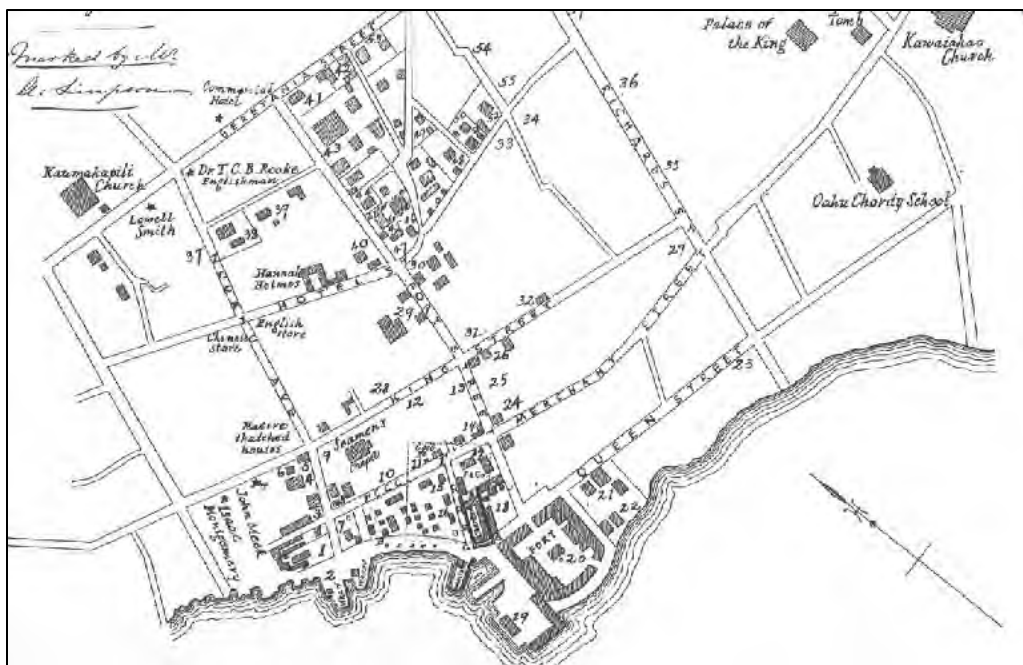


Figure 22: 1843 British Consulate map of Honolulu. (Simpson, Alexander. "Plan of the town of Honolulu showing the land claimed by Consul Charlton's representatives," by Deputy British Consul.)

An 1843 map (Figure 22) shows several businesses and important entities on Fort Street. These include the United States Consulate (near the intersection with Hotel Street), residences of High Chiefs Pahi and Konia, Captain John O. Dominis, Robert Davis (a judge and Hawaiian Government official), and Charles Brewer (of C. Brewer & Co.); the Roman Catholic Church, and Pierce & Brewer (precursor to C. Brewer & Co.), as well as a blacksmith and a "French hotel."

Only a few buildings on the street are identified in a French Navy map of 1855⁶, including “Dr. Woods House” near the center of the wide block between Fort and Alakea Streets, approximately where Bishop Street is now located, and an “engine house” (likely a fire station) is located on the block bounded by Union Street and Adams Lane.

By the late-1850s, the fort at Honolulu Harbor was deemed no longer necessary. It was torn down and its coral blocks were used to extend the shoreline and expand berthing facilities for the whaling and shipping interests. An Esplanade was built and eventually expanded to house Piers 8-11.



Figure 23: 1862 map with list of individual merchants and property owners in Honolulu. (Hawaii State Archives. "Plan of Honolulu", 1862. Call # G4382.02:JN.6.)

By about 1862, the “Plan of Honolulu” map (Figure 23) shows increased development in the city. Numerous buildings on the Diamond Head side of Fort Street in the block between Beretania and Hotel Streets are noted, including “Cartwright,” “French Mission Sisters,” “French Mission Church” [Our Lady of Peace], and “Government House.” Buildings also now line most of both sides of the street on the block between Hotel and King Streets, including “Excelsior’s Lodge” and “Brewers New Store.” Between King and Merchant Streets, development is relatively dense, with “B.F. Snow,” “H Diamond,” and “V Holt & Heuck” identified on the map. The block between Merchant and Queen Streets shows buildings only on the ‘ewa side, including “Hudson bay Comp. Walker & Allen,” and “W. Hoffschlaeger & Co.” Ehlers (a part of H. Hackfeld & Co.) was located along Union Street at this time, but would later build a flagship store on Fort Street.

⁶ de La Passe, Joseph Marie Henry. "Grand Ocean (Iles Sandwich) Plan De Mouillage d'Honolulu, (Ile Woahou)." Map by Lt. of French Naval Vessel Eurydice. 1855.

After the Chinatown fire of 1886, the legislature passed laws regarding reconstruction in Chinatown. Included in these laws was the requirement that fireproof construction be used on both sides of Fort Street mauka of Hotel Street. However, later maps indicate that this was not strictly followed, with frame buildings occupying these blocks until after 1900.

In 1881, Fort Street was macadamized, becoming the Hawaiian Kingdom's first paved road. Between 1888 and 1909, Fort Street was used to test varying methods and materials for road paving, including ohia wood, vitrified brick, and bitulithic pavement.⁷



Figure 24: 1887 map showing extent of city development. (Wall, William A. "Honolulu and Vicinity" map by the Hawaiian Government Survey, 1887.)

An 1887 Hawaiian Government Survey map of Honolulu (Figure 24) shows Fort Street extended mauka as far as School Street by this time, with "Fort St School" noted just mauka of School Street. The street also extended makai, across Queen Street to the Esplanade and Honolulu Harbor wharf area, where two custom houses were located on either side of the street. The custom houses appear to be the same, perhaps modified, two houses present on the Esplanade approximately 25 years before, when Fort Street had not yet extended so far makai.

By 1888, Fort and Merchant Streets were considered:

[the] retail and business axes of Honolulu. On Merchant, real estate agents, lawyers, plantation factors, bankers, insurance agents and the press all hang their shingles. On Fort Street, you'll find milliners and jewelers, stationers and dressmakers, haberdashers, department stores, pharmacists and photographers, along with a bowling alley, a shooting gallery and an auction house. Hotel Street is still home to the gracious cottages and buildings of the first Royal Hawaiian Hotel, flanked by tourist-friendly ice cream parlors and carriage stands.⁸

⁷ "Why Not Pave Fort Street," [Honolulu] *Evening Bulletin*. December 22, 1909. p. 3.

⁸ Leong, "Honolulu in 1888: The City That Made the Magazine."

Fort Street was among the first downtown streets fitted with electric lighting. In 1889, Hollister & Co. and H.J. Nolte on Fort Street were some of the first commercial buildings electrified in all of Hawai'i. In 1891, the Egan & Gunn store on Fort Street was the first building electrified from Hawaiian Electric Company's King Street plant near Richards Street.⁹

Despite advancements in electrical power occurring in Honolulu, architecture throughout the urban center was still not fully westernized. The section of Fort Street between School and Beretania Streets is shown on an 1891 Dakin Fire Insurance Map (Figure 25) to contain mainly residential frame structures, with some annotated as "native huts." Near its intersection with Beretania Street, along Fort Street, is a frame church and a few buildings indicated on the map as "grass hut(s)."



Figure 25: Compilation of 1891 Dakin Fire Insurance Maps showing the Honolulu urban area around the intersection of Fort and Hotel Streets. (Dakin Map Company, "Dakin Fire Insurance Maps." Honolulu, Oahu, Hawaii.)

This same (Figure 25) 1891 map shows that from Beretania Street south to the waterfront, Fort Street had a more commercial character. In addition to two large churches, typical business types of the late 19th and early 20th centuries appear: dry goods, liquor stores, tailor and shoes stores, druggists, and stables. Some notable examples are Pantheon Stables and Pantheon Liquor (on the corner of Fort and Hotel Streets). At the inner portion of the mauka/’ewa block is a bakery and, showing a more rural character, a “fowlers yard” with multiple dwellings and small cottages. In the block between Allen Street and the Esplanade along the east side of Fort Street, were the “Old Custom House,” “New Custom House,” “New Bonded Warehouse”, with a large “Sugar Warehouse” on the west side of the street.

Some of the merchants who would have a somewhat lasting presence on Fort Street are first indicated on the 1891 map. The businesses include: Hollister & Co. Drugs (Fig. 8), Benson Smith & Co. Drugs, Ehlers & Co. Dry Goods, Wichman Jeweler, Lewers & Cooke Building Materials, M. McInerny Gents Furnishing Goods (Fig 11), E.O. Hall & Son (at the makai/diamond head corner with King Street), and Spreckels & Co. Bank. Between Merchant and Queen Streets, on the makai/’ewa side of Fort Street, was

⁹ Mason Architects Inc. *Hawaiian Electric Co., Honolulu Power Plant, HAER HI-139*. Seattle: U.S. Department of the Interior, National Park Service. October 2017.

the Campbell Block, and makai/Diamond Head of Queen Street was the H. Hackfeld Company. Many of these companies remained in business on Fort Street in some fashion, for many decades to come.

A note on an 1893 map (Figure 26) that states; "shot fired 1893" at the location of Fort Street just mauka of King Street, is likely referring to an action relating to the overthrow of the Hawaiian Monarchy that occurred in January of that year when Queen Lili'uokalani was forcibly removed from 'Iolani Palace. This map also shows that the American Consulate stood on Fort Street, at the southwestern corner with Merchant Street at that time.



Figure 26: 1893 Honolulu map indicating location of a shot fired north of King Street. (Loebenstein, Albert Brown. "Map of the Lower Part of the City of Honolulu and the Harbor Front" 1893. From University of Hawaii at Manoa MAGIS collection.)

Subsequent fire insurance maps after 1891 show the changes that occurred along Fort Street during the 20th century. As time went on, new developments slowly subsumed small structures and lots into bigger parcels and larger buildings, as real estate in downtown Honolulu became progressively more valuable. Many of the street's more prominent merchants kept a presence on Fort Street. Two of Hawaii's "Big Five" companies (C. Brewer and Hackfeld, later American Factors/AMFAC) were still present on Fort Street at this time, located near the harbor on the blocks of Fort Street between Halekauwila and Merchant Streets.

By the early 20th century, Fort Street acted as a de facto race or color line, demarcating a division of Honolulu into two sections essentially by ethnicity. Sanborn Fire Insurance maps of Honolulu from 1914 and 1927 include a note that reads, "Oriental and native residential sections north [ʻewa] of Fort Street. White business and residential sections south [diamond head] of Fort Street."¹⁰

¹⁰ Sanborn Fire Insurance Maps of Honolulu, "Map[s] of Congested District," from 1914 to 1927.

With the onset of World War I, Germans were forced to sell their American property, or have it confiscated by the government to be resold, including their businesses. B. F. Ehlers, who had taken over management of his uncle, Heinrich Hackfeld's dry goods store in 1862, operated "B. F. Ehlers & Co." as a subsidiary of Hackfeld & Co. on Fort Street until 1918. Upon being acquired by new American owners during the war, Ehlers & Co. was renamed "The Liberty House" to showcase the owners' patriotism. As the largest department store in Hawaii at the time, Liberty House expanded and eventually added numerous locations throughout Hawaii.

Sometime in the 1930s, power lines were installed underground throughout downtown Honolulu, and lines were buried under Fort Street. Two undated photos of different sections of Fort Street (below) show the street at roughly this period. Figure 27 below shows the power lines still in place.



Figure 27: Fort Street, ca. 1930, looking south from vicinity of Beretania Street. Cathedral Basilica of Our Lady of Peace and Sacred Heart Convent School on left (red arrow), Progress Block and Blaisdell Hotel on right. (<http://totakeresponsibility.blogspot.com/2014/05/blaisdell-hotel.html>)

Hawaii persevered through the Great Depression, seeing an economic downturn, but not as severe as existed in the Continental United States. Construction slowed, and government programs to provide employment were established in the islands. Some new buildings were constructed downtown during the 1930s, although most pre- or post-date that decade. With the buildup to World War II, Hawaii and Honolulu's economy began to recover with a great deal of military spending on base construction, and an influx of military members to the new or expanded bases. With this increase in military personnel, and their families, downtown's shopping areas received a boost in clientele and spending.

Following the attack on Pearl Harbor on December 7, 1941, and throughout the duration of World War II, local construction development on Fort Street and throughout Honolulu slowed, as businesses and residents focused on the overall war effort.

In the exuberant Post-war period, tourism burgeoned, Statehood was anticipated, and new construction flourished in downtown Honolulu. New buildings replaced some old ones on Fort Street, and other parts of downtown, and old building received new facades, all geared toward creating a shopping destination downtown. Anchored by large department stores such as Liberty House, and smaller retail establishments such as Kress, Andrade's and Ritz, Fort Street was firmly established as a downtown shopping destination in the 1950s (Figure 28).

Fort Street's position as the shopping destination was soon challenged, however, when the Ala Moana Shopping Center opened in 1959 and became notable competition. More broadly, American car culture had made its way to Honolulu. The Honolulu Rapid Transit Co. streetcar service had terminated in 1941, and OR&L Co. train operations had stopped in 1947. People began to find shopping downtown frustrating due to a lack of dedicated parking. The area was seen as outdated, and modern consumers were drawn elsewhere.

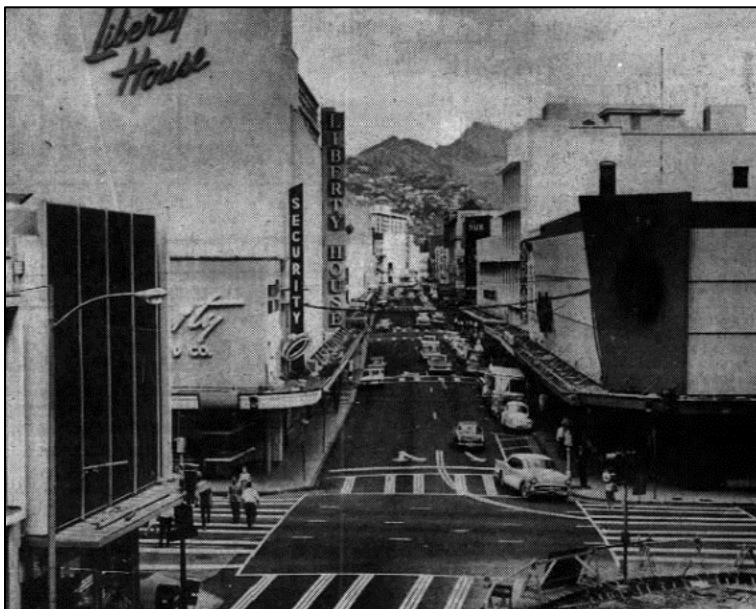


Figure 28: Fort Street, view east (Honolulu Star-Bulletin, January 17, 1968)

In the 1960s, in an attempt to bring shoppers back downtown, the city converted Fort Street between Beretania Street and Nimitz Highway/Ala Moana Boulevard into a pedestrian mall (Figure 29). Designed by Victor Gruen, architect and pioneer of shopping malls in America, the mall was completed in 1969. Despite this effort to revitalize downtown to draw shoppers, large malls like Ala Moana and Kahala Mall, with their dedicated parking and amenities, were too fierce as competitors. Fort Street Mall as a shopping mecca began a slow decline.

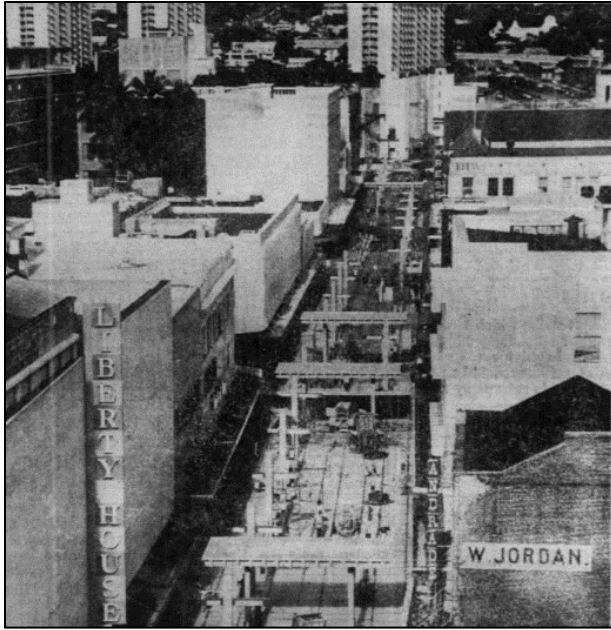


Figure 29: Fort Street Mall near completion (Source: Honolulu Advertiser, November 27, 1968)

In the 1980s and '90s, changes made to traffic flow patterns, including one-way streets, parking restrictions, and a bus mall on Hotel Street made visits to downtown more difficult. Efforts from the 2000s to the present have concentrated on revitalizing Chinatown through a focus on the arts, with some measure of success. Downtown continues to be the main business center for Honolulu, but Fort Street has shifted from a prestigious drivable shopping destination to a pedestrian-only thoroughfare filled mainly with restaurants north of Hotel Street, discount retail between Hotel and King Streets, and large commercial office blocks between King Street and Ala Moana Boulevard/Nimitz Highway. Today, mature trees, of various species including coconut, nearly completely obscure the historically open views of the Aloha Tower (Figure 30).



Figure 30: View of Aloha Tower in the distance, looking south on Fort Street Mall taken near King Street underpass steps (MASON)

Architectural Character and Description

Overall

1157 and 1159 Fort Street Mall are two two-story with mezzanine level concrete commercial heavily altered buildings with Romanesque Revival elements and a rectangular plan and flat parapeted roof. The once single tenant, continuous building was divided into separate units by the 1940s when the building changed from convent related uses to commercial. At this time an interior wall was constructed perpendicular to Fort Street created two separate buildings with separate addresses and storefronts. The west building has an entrance that faces Fort Street Mall (1157) and a secondary entrance that faces an alley at the south of the building (1155 Fort Street Mall). The east building has an entrance that faces Fort Street Mall (1159) and a secondary entrance that faces the alley (also part of 1159 Fort Street Mall).

North Elevation

The north elevation (primary façade) of both buildings faces Fort Street Mall and is composed of the east and west building. An approximately 8' wide concrete shallow protrusion visually delineates the east and west portions. The east building portion of the elevation has a ground level storefront with a metal canopy that extends the entire façade including the west building. At the time of the site visit the ground level was boarded up with plywood. Portions of tile cladding were visible. However, from the interior a storefront configuration composed of one recessed double door and windows are extant and more exterior tile cladding is visible. At the second level there are three window bays with rectangular windows with rounded arch transoms. The western and eastern window bays have a single metal framed operable window and flank a pair of metal framed operable windows. A rounded arched molding of rolls and hollows is around the head of each individual window transom. A more elaborately decorated arched molding of rolls and foils is above the paired window transoms. Stringcourses are below the windows, below the arches, and above the arches. Above the single windows is a frieze with alternating recessed arched niches; four of the niches have metal grilles within them. Above the paired windows is an elaborate "AD 1859" within a multi-foiled arch flanked by pilasters and finials.

At the time of the site visit, aside from one door of the west building portion of the elevation, the ground level was boarded up with plywood. However, upon entering the building and speaking with ownership staff, it was observed that behind the storefront is a void for an area that was most recently an ATM. At the second level there are two window bays with rectangular windows rounded arch transoms in openings that match the windows in the east building. Each bay has a double hung metal framed operable window. A rounded arched molding of rolls and hollows is around the head of each individual window transom. Stringcourses are located below the windows, below the arches, and above the arches matching the east building. Above the single windows is a decorative frieze with alternating recessed arched niches also matching the east building; two of the niches have metal grilles within them.

East Elevation

The east elevation of 1159 Fort Street Mall is composed of a concrete masonry unit two-story addition at southern end and the remainder of elevation is poured concrete. The elevation lacks fenestration. 1157 Fort Street Mall does not have an east elevation as the wall separating the building is at the interior.

South Elevation

The south elevation faces an alley and is composed of the west building and east building. The west building is composed of two masses: a ground and mezzanine-level high front mass and a recessed second level mass. The front mass is recessed about 10' and has a concrete parking area in front. The elevation has a metal framed glass door and three 3x3 glass block recessed windows at the ground level and four fixed windows at the mezzanine level. The recessed second level mass is difficult to see from the street level. From the interior an arched stained glass and a rectangular window are visible. A pair of louvered windows is also present.

The east building of this elevation has two masses: a ground and mezzanine and a recessed level story level mass. The front mass is constructed of concrete masonry units and meets the alley and has a single metal door, a pair of metal doors, and a pair of metal framed windows. Two metal framed windows are also on the mezzanine level. The windows are either fixed or louvered with AC units. The recessed second level mass has five uniform metal framed windows.

West Elevation

The west elevation of 1159 Fort Street Mall is only visible about 5' near the north elevation as the building is constructed directly next to the building to the west. 1159 Fort Street Mall does not have an east elevation as the wall separating the building is at the interior.

Interior

The ground level of the east building has a largely open main space closest to the north elevation and secondary office, multi-purpose rooms, and a restroom closer to the south elevation. There is also a mezzanine and second level, however these floors were not accessed during the site visit due to water leaks compromising the materiality of the ceilings and possibly impacting the floors of the mezzanine and second level. The mezzanine level is accessed by a staircase and from the ground level window opening at the mezzanine are visible.

The ground level of the west building has a largely open main space with partition walls creating secondary office, multi-purpose, and restroom spaces. The mezzanine level is accessed by a staircase and has one multi-purpose space and window opening that face north on the floor below. At the north elevation west of the primary entrance behind plywood is a recessed entry way with door below three contemporary windows. Near the south elevation door is a cross and Father Damien figure molded on the wall (created at unknown date). The second level has multipurpose rooms accessed through multi-light wood doors with hopper transoms.

At least one of the north elevation transoms and a window at the south elevation has stained glass. Both buildings have basements with open floor plans.

Alterations:

Alterations to the building since it was occupied as the Sacred Hearts Convent School in 1937 include the following:

- North elevation alterations include new storefront at ground level dating to c.1940; installation of ATM; installation of metal façade-length canopy; cornice and cross removal.
- East elevation was originally part of larger original Sacred Hearts Convent School building.
- South elevation alterations include mezzanine and second level additions.
- West elevation was originally part of larger original Sacred Hearts Convent School building.
- Interiors, including walls, doors, fixtures, and floor material are non-original.

Photographs

All photographs were taken by MASON on June 22, 2022.



Photograph 1. Overall view of north elevation (front façade). View facing south.¹¹



Photograph 2. Overall view of east elevation (left) and north elevation (right). View facing southwest.

¹¹ View directions are based on project north.



Photograph 3. Overall view of east elevation. View facing northeast.



Photograph 4. Overall view of the south elevation. View facing northeast.



Photograph 5. Detail showing north elevation, altered ground and second levels. View facing southeast.



Photograph 6. Detail showing north elevation, altered ground and second levels. View facing south.



Photograph 7. Detail showing north elevation, altered second level. View facing southwest.



Photograph 8. Detail showing north elevation, altered ground level. View facing south.



Photograph 9. Detail showing north elevation, altered ground level façade tile and plywood. View facing ground.



Photograph 10. Detail showing north elevation, altered ground level plywood over primary entrance (see Photograph 13 for interior view). View facing ground.



Photograph 11. Detail showing north elevation, altered second and ground level. View facing south.



Photograph 12. 1159 Fort Street Mall ground level and mezzanine level. View facing south.¹²

¹² Lighting was limited at interior hence lower quality image.



Photograph 13. 1159 Fort Street Mall ground level entrance. View facing north.



Photograph 14. 1159 Fort Street Mall stair to mezzanine level. View facing south.



Photograph 15. 1159 Fort Street Mall dropped ceiling. View facing south.



Photograph 16. 1157 Fort Street Mall ground-level interior. View facing southwest.



Photograph 17. 1157 Fort Street Mall ground-level interior. View facing southeast.



Photograph 18. 1157 Fort Street Mall ground-level interior. View facing northeast.



Photograph 19. Fort Street Mall context. View facing west.



Photograph 20. Fort Street Mall context. View facing east.

Data Summary

The historic buildings at 1157 and 1159 Fort Street Mall were evaluated as not meeting HAR §13-284-6 significance and integrity criteria. Both buildings have no known association with historically significant persons or events. Although their original construction may have been emblematic of the Roman Catholic Church's early 20th century presence in Hawaii and early schools, the substantial alterations to the buildings, including removal of more than 3/4 of the original building off the west and east elevations, alterations at the ground level at the north elevations (primary façades), alterations at the south elevations, and complete reconfiguration of the interior, diminish the buildings' integrity such that any important association is no longer retained. Further the buildings, especially with the alterations, lacks architectural distinction and do not represent the work of master.

Evaluation of Significance and Integrity (HAR §13-284-6)

The buildings at 1157 and 1159 Fort Street Mall were evaluated as not meeting HAR §13-284-6 significance and integrity criteria. See Appendix A for HAR §13-284-6 Criteria for Evaluation excerpt.

HAR §13-284-6 (b) (Integrity)

The buildings at 1157 and 1159 Fort Street Mall (portion of former Sacred Hearts Convent School) were built in 1901, and substantial alterations over time have removed many of the buildings' character defining features diminishing the buildings' integrity of design, materials, workmanship, feeling, and association. The setting around the building has also drastically changed since the building's 1901 to 1937 Sacred Hearts Convent School period. Our assessment of integrity found:

Location: Yes. 1157 and 1159 Fort Street Mall have not moved, therefore both buildings retain integrity of location.

Design: No. 1157 and 1159 Fort Street Mall have been substantially altered. When the original Sacred Hearts Convent School building was constructed, it was approximately 250' x 30' and had over 20 bays and one central prominent entrance off Fort Street Mall visually distinguished with ornate concrete cornice detailing topped with a cross signifying religious use of the building. According to historic maps and photographs, the south elevation had cloisters that spanned the entire facade and at unknown date (likely soon after the building use changed to commercial c.1937) they were removed. There is no evidence at the south, west, or east elevation of the buildings design that dates to what would have been the buildings of significance if it retained integrity. The lower level of the primary facades has been completely altered with no original design elements exist. The second level only represents 1/4 of the original building facade and has been altered with removal of cornice details. Therefore, with removal of most of the original building and substantial alterations to these extant portions of the original, both buildings do not retain integrity of design.

Setting: No. The setting around 1157 and 1159 Fort Street Mall has drastically changed, both in use and density since the buildings were used for the Sacred Hearts Convent School. When the building was originally constructed in the downtown area was primarily one and two-story buildings, by the 1930s the area started to densify and become more commercial, and the area is currently a mixture of two-story to office and residential towers. Further the building originally was built to be less than 10' from the Cathedral with a gate leading to a courtyard separating the two buildings. In 1981 the easternmost portion of the original building was demolished, and a larger open space was developed this also changed the setting. Soon after the westernmost portion of the original Sacred Hearts Convent School

building, west of the subject buildings, was also demolished and replaced with a commercial tower. Therefore, both buildings do not retain integrity of setting.

Materials: No. Since the buildings have both undergone substantial alterations and losses of original material, they do not retain integrity of materials.

Workmanship: No. Since the buildings have both undergone substantial alterations and losses of original material, most notably changes to the ground level and removal of the majority of the building, original workmanship is no longer extant. Therefore, both buildings do not retain integrity of workmanship.

Feeling: No. The building no longer evokes the feeling of being a school building associated with the neighboring Cathedral. Further, the differing materials and architectural styles of the ground level and second level create a disjointed feeling. Therefore, both buildings do not retain integrity of feeling.

Association: No. While buildings are currently owned by the Roman Catholic Church they are not in use as school buildings and their appearance does not convey their original association or any significant association. Therefore, both buildings do not retain integrity of association.

In summary, the buildings at 1157 and 1159 Fort Street Mall do not retain sufficient integrity to meet HAR § 13-284-6 (b) Integrity criteria.

HAR §13-284-6 (b) (Significance)

While the Sacred Hearts Convent School and its association with the Roman Catholic Church in Hawaii was significant, the buildings at 1157 and 1159 Fort Street Mall do not meet HAR §13-284-6 significance criteria due to a lack of integrity. Each criterion of significance was considered closely, as summarized below.

- (1) Criterion “a” – The history of 1157 and 1159 Fort Street Mall and its association with the Roman Catholic Church and the Sacred Hearts Convent School was closely considered with respect to Criterion “a.” However, the buildings and the extant storefronts has been altered to such a degree that it no longer illustrates this historical period. Further, the associations of 1157 and 1159 Fort Street Mall with its commercial history does not raise to level of significance. Therefore, both buildings do not meet Criterion “a.”
- (2) Criterion “b” – 1157 and 1159 Fort Street Mall have no known association with the “lives of persons important in our past.” Therefore, both buildings do not meet Criterion “b.”
- (3) Criterion “c” – The design of the 1157 and 1159 Fort Street Mall was closely considered with respect to Criterion “c.” Prior to alterations, the building had elements of the Romanesque Revival style but the alterations to the original building, including demolition of approximately ¾ of the original Sacred Hearts Convent School and the loss of character-defining features at the extant individual storefronts compromises the building to such a degree that it no longer exhibits sufficient integrity to convey the style. The architect of the building is unknown and there is no evidence to suggest they were designed by a master. Therefore, both buildings do not meet Criterion “c.”
- (4) Criterion “d” – The Sacred Hearts Convent School is not significant under Criterion d since it is not known for having “yielded, or [being] likely to yield, information important in prehistory or history.” Therefore, both buildings do not meet Criterion “d.”

- (5) Criterion “e” – MASON is not a qualified ethnographer that meets the qualifications set forth in HAR Chapter 13-281 and therefore did not professionally evaluate the property for ethnic significance associations under Criterion “e.” However, the building has no residential inhabitants, and the research performed by MASON did not appear to indicate any cultural or ethnic significance. The building has functioned largely as classrooms then commercial use for many decades.

Recommendations

No further work is recommended as this is not a significant historic property.

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Appendix A - HAR §13-284-6 Criteria for Evaluation

Hawai'i Administrative Rules (HAR) Section §13-284-6, Evaluation of Significance, explains that “to be significant, a historic property shall possess integrity of location, design, setting, materials, workmanship, feeling, and association and shall meet one or more of the following criterion:”

- a. That are associated with events that have made a significant contribution to the broad patterns of our history; or
- b. That are associated with the lives of significant persons in our past; or
- c. That embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a distinguishable entity whose components may lack individual distinction; or
- d. That have yielded or may be likely to yield, information important in history or prehistory;
- e. Has an important value to the native Hawaiian people or to another ethnic group of the state due to association with cultural practices once carried out, or still carried out at the property; or due to associations with traditional beliefs, events or oral accounts – these associations being important to the group’s history and cultural identity (similar traditional cultural significance for NRHP)

Appendix 9

Preliminary Engineering Report

Dempsey Pacific Inc.

Civil Engineering Design & Consulting Services

August 17, 2022

Michael Magaoay
President
Catholic Charities Housing Development Corporation
Clarence T. C. Ching Campus
1822 Ke'eaumoku Street
Honolulu, Hawaii 96822

RE: Preliminary Engineering Report for proposed mixed-use high-rise redevelopment
1155 & 1159 Fort Street Mall
Honolulu, Oahu, Hawaii 96813
TMK: (1) 2-1-010: 033 & 034

Dear Mr. Magaoay,

Attached is our Preliminary Engineering Report and findings on the civil engineering impacts for the property based on the proposed mixed-use high-rise redevelopment.

Existing Property

The property is identified a Lots 2 to 4 being a Portion of Grant 881 to Henry Rhodes. A copy of the Topographic Survey is attached as Appendix A. Access to the parcel is from Fort Street Mall, which is primarily a pedestrian right-of-way bordering the front of the property to the north, which also accommodates emergency vehicles. An additional private lane borders the site to the east, which allows for pedestrian access to Bishop Street to the south. Downtown business properties border the property aside from Fort Street Mall and the private lane. The total area of the parcels is 6,900 square feet. The properties have been assigned Tax Map Key (1) 2-1-010: 033 & 034 and a copy of the Tax Map is provided as Appendix B.

Flood Designation

The properties are both located within a Zone X flood designation according to FEMA. FEMA has mapped the floodplain within the project location on FIRM number 150001, Panel 0362, Revision G, dated January 19, 2011. Zone X is defined as areas determined to be outside the 0.2% annual chance floodplain (or outside the 500-year floodplain). A copy of the Flood Hazard Assessment Report from DLNR and the Flood Insurance Rate Map from FEMA is provided as Appendix C.

Utilities

Water Service

An inquiry on water availability for the proposed project and adequacy of the off-site fire protection was submitted to the Board of Water Supply (BWS). BWS was able to review the water availability request and confirmed that the existing water system is adequate to accommodate the proposed site redevelopment. A copy of the BWS review letter is attached as Appendix D. The closest fire hydrant (hydrant no. M-02735) is within Fort Street Mall fronting the property and is calculated to have 68 psi of

static pressure and has 56 psi of residual pressure during the 4,000 gpm fire flow through the hydrant. BWS will require the applicant to pay the Water System Facilities Charges for the additional plumbing fixture units added to the property, subject to any affordable housing waivers, and will require the on-site fire protection requirements to be coordinated with the Honolulu Fire Department.

As-Built plans were obtained from BWS to identify the new fire and domestic meters for the property redevelopment. An existing 8" water main within Fort Street Mall is shown on the BWS water system plans (BWS project 547W-C). The revised water service laterals and meters for the site will come off this 8" water main.

Fire Service

The BWS hydrant M-02735 is in close proximity to the property and is directly across within Fort Street Mall. Honolulu Fire Department (HFD) will require that the building be no further than 400' from the hydrants in the area, which the building will have an automatic fire sprinkler system. The existing fire hydrants are within sufficient distance to the proposed high-rise building redevelopment.

A 20' wide all-weather fire access road should be provided into the property to within 50' of a door leading to the exterior of the building. Fort Street Mall provides a suitable fire access road to the property.

Sewer

A City and County of Honolulu sewer system exists along Fort Street Mall. The sewer mains are 8" vitrified clay pipe and a sewer manhole is located in front of the property with two 6" sewer laterals to the front property lines. As-Builts of the sewer system were obtained from DPP Wastewater Branch and the manhole has a depth of approximately 5.0'.

A Sewer Connection Application (SCA) was submitted to the DPP Wastewater Branch requesting approval to connect the proposed building redevelopment to the existing 6" laterals to the property. The City was able to review and approve the proposed sewer connection, so sewer capacity for the 52 affordable rental housing units and lower commercial spaces is adequate. A copy of the approved SCA is included as Appendix E and is identified as application no. 2022/SCA-0455. The estimated Wastewater System Facility Charge to be paid to Wastewater Branch at time of the building permit and sewer connection is \$240,822.40. However a portion of the sewer connection fees may qualify for an affordable rental housing waiver, which will be reviewed with the Department of Environmental Services.

Drainage and Stormwater Quality

The property has flat and gentle slopes that generally slope towards Fort Street Mall and the private lane fronting the properties, which has an existing storm drainage system. The proposed redevelopment of the site is not anticipated to increase runoff to the existing storm drain system, since the existing site is already completed impervious. However it is anticipated that Post Construction BMPs and storm water quality treatment facilities will be required in accordance with the City's Rules Relating to Water Quality as a Priority B1 project due to the proposed building being over 100' tall. Infiltration testing will occur by a licensed geotechnical engineer to confirm if infiltration treatment BMPs can be used, or whether biofiltration or other treatment methods may be required. The project will treat the required water quality volume and/or water quality flowrate determined during the project design.

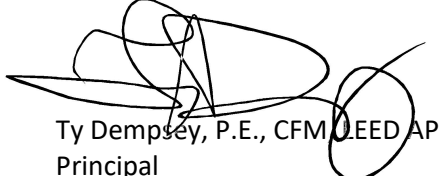
Roof downspouts are planned to drain into the new stormwater quality treatment facilities, prior to overflow into the City's storm drain system. A Certified Water Pollution Plan Preparer (CWPPP) will observe the installation of the stormwater quality treatment facilities during construction and provide verification to the Department of Facilities Maintenance that the required provisions have been provided.

Conclusion

Based on our review, the property has the site infrastructure to support the proposed development, and the land appears suitable for the redevelopment. Building permit and civil engineering construction plans should be prepared and submitted to the City and County of Honolulu for review and approval during the permit review process.

Should you have any questions regarding this Preliminary Engineering Report, feel free to contact me at 277-2043.

Sincerely,

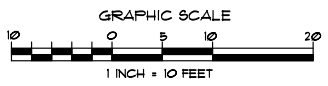
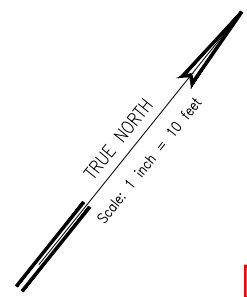
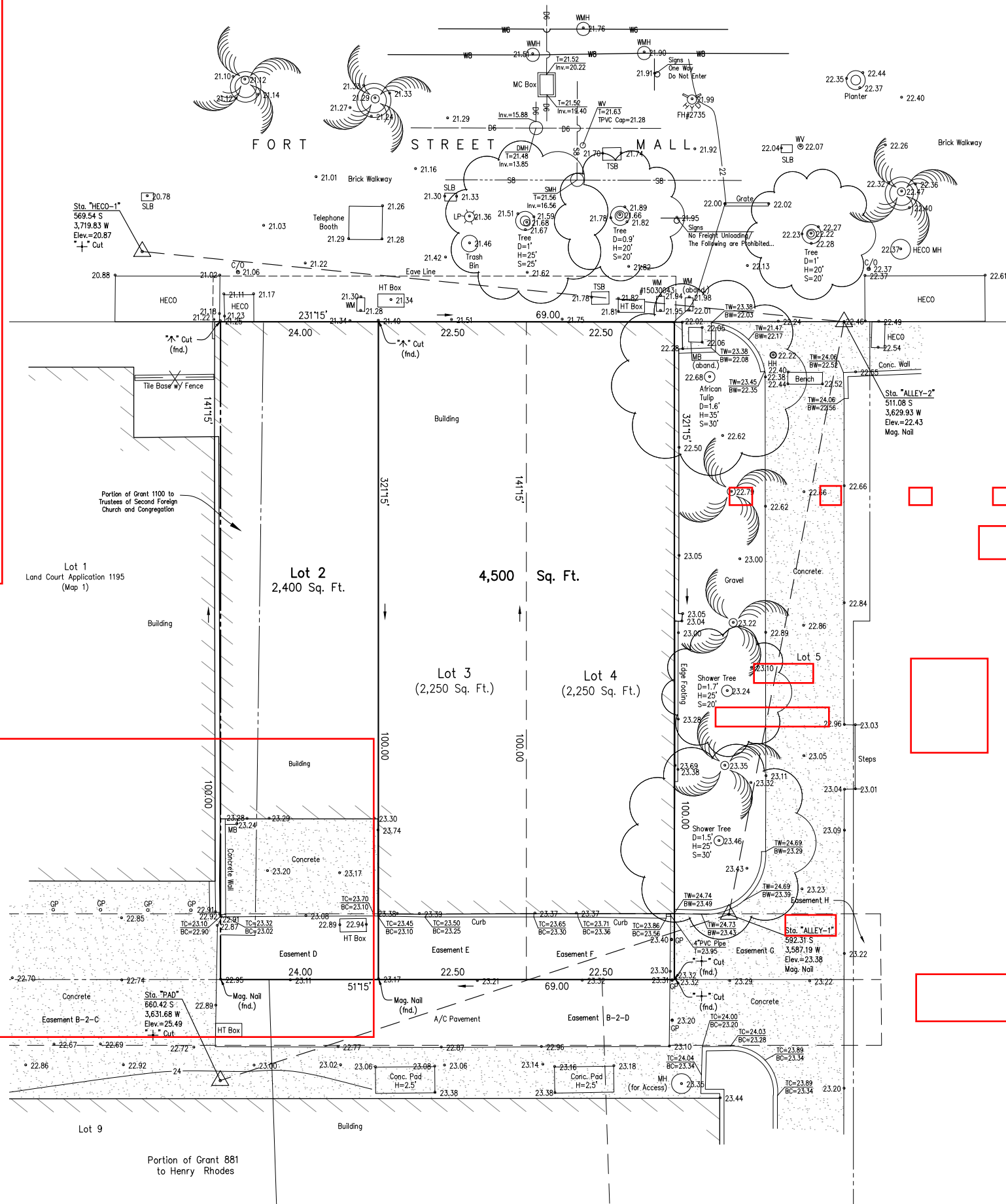


Ty Dempsey, P.E., CFM, LEED AP
Principal
Civil Engineer

Dempsey Pacific Inc.

Civil Engineering Design & Consulting Services

APPENDIX A – Topographic Survey



- Abbreviations:
- | | |
|-------|---------------------------|
| A/C | Asphaltic Concrete |
| BC | Bottom Curb |
| BW | Bottom Wall |
| C/O | Clean Out |
| Conc. | Concrete |
| D | Diameter |
| DMH | Drain Manhole |
| FH | Fire Hydrant |
| fn.d. | Found |
| GP | Guard Post |
| H | Height |
| HECO | Hawaiian Electric Company |
| HH | Handhole |
| HT | Hawaiian Telcom |
| Inv. | Invert |
| LP | Lamp Post |
| MB | Mail Box |
| MC | Metal Cover |
| MH | Manhole |
| S | Spread |
| SLB | Street Light Box |
| SMH | Sewer Manhole |
| T | Top |
| TC | Top Curb |
| TSB | Traffic Signal Box |
| TW | Top Wall |
| WM | Water Meter |
| WMH | Water Manhole |
| WV | Water Valve |

Notes:

Azimuths are referred to Government Survey Triangulation Station "PUNCHBOWL".

Boundaries shown are from record data.

Elevations are based on Mean Sea Level (MSL).

All visible utility structures have been located in the field, however, connection of underground utility lines as shown are unverified and compiled from existing data.

Underground utilities shown hereon are for information only, having been obtained from the best available sources, but from others not connected with this company. Therefore, no guarantee is made on the accuracy or completeness of said information.

Topographic Survey
Lots 2 to 4, Inclusive
Being a Portion of Grant 881
to Henry Rhodes

At Honolulu, Oahu, Hawaii
Tax Map Key: (1) 2-1-010: 0.33 and 034

Dempsey Pacific Inc.

Civil Engineering Design & Consulting Services

APPENDIX B – Tax Map

Dempsey Pacific Inc.

Civil Engineering Design & Consulting Services

APPENDIX C – Floodplain Information



Flood Hazard Assessment Report

www.hawaiiinfip.org

Property Information

COUNTY: HONOLULU
 TMK NO: (1) 2-1-010:034
 WATERSHED: NUUANU
 PARCEL ADDRESS: 1159 FORT STREET MALL
 HONOLULU, HI 96813

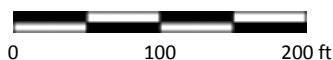
Notes:

Flood Hazard Information

FIRM INDEX DATE: NOVEMBER 05, 2014
 LETTER OF MAP CHANGE(S): NONE
 FEMA FIRM PANEL: 15003C0362G
 PANEL EFFECTIVE DATE: JANUARY 19, 2011

THIS PROPERTY IS WITHIN A TSUNAMI EVACUATION ZONE: NO
 FOR MORE INFO, VISIT: <http://www.scd.hawaii.gov/>

THIS PROPERTY IS WITHIN A DAM EVACUATION ZONE: NO
 FOR MORE INFO, VISIT: <http://dlnreng.hawaii.gov/dam/>



Disclaimer: The Hawaii Department of Land and Natural Resources (DLNR) assumes no responsibility arising from the use, accuracy, completeness, and timeliness of any information contained in this report. Viewers/Users are responsible for verifying the accuracy of the information and agree to indemnify the DLNR, its officers, and employees from any liability which may arise from its use of its data or information.

If this map has been identified as 'PRELIMINARY', please note that it is being provided for informational purposes and is not to be used for flood insurance rating. Contact your county floodplain manager for flood zone determinations to be used for compliance with local floodplain management regulations.

FLOOD HAZARD ASSESSMENT TOOL LAYER LEGEND (Note: legend does not correspond with NFHL)

SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD - The 1% annual chance flood (100-year), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. SFHAs include Zone A, AE, AH, AO, V, and VE. The Base Flood Elevation (BFE) is the water surface elevation of the 1% annual chance flood. Mandatory flood insurance purchase applies in these zones:

	Zone A: No BFE determined.
	Zone AE: BFE determined.
	Zone AH: Flood depths of 1 to 3 feet (usually areas of ponding); BFE determined.
	Zone AO: Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined.
	Zone V: Coastal flood zone with velocity hazard (wave action); no BFE determined.
	Zone VE: Coastal flood zone with velocity hazard (wave action); BFE determined.
	Zone AEF: Floodway areas in Zone AE. The floodway is the channel of stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without increasing the BFE.

NON-SPECIAL FLOOD HAZARD AREA - An area in a low-to-moderate risk flood zone. No mandatory flood insurance purchase requirements apply, but coverage is available in participating communities.

	Zone XS (X shaded): Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.
	Zone X: Areas determined to be outside the 0.2% annual chance floodplain.

OTHER FLOOD AREAS

	Zone D: Unstudied areas where flood hazards are undetermined, but flooding is possible. No mandatory flood insurance purchase applies, but coverage is available in participating communities.
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APPENDIX D – BWS Water Availability

BOARD OF WATER SUPPLY

CITY AND COUNTY OF HONOLULU
630 SOUTH BERETANIA STREET
HONOLULU, HI 96843
www.boardofwatersupply.com



July 15, 2022

RICK BLANGIARDI, MAYOR

BRYAN P. ANDAYA, Chair
KAPUA SPROAT, Vice Chair
RAY C. SOON
MAX J. SWORD
NA'ALEHU ANTHONY

JADE T. BUTAY, Ex-Officio
DAWN B. SZEWCZYK, P.E., Ex-Officio

ERNEST Y. W. LAU, P.E.
Manager and Chief Engineer

ELLEN E. KITAMURA, P.E.
Deputy Manager and Chief Engineer *ak*

Mr. Ty Dempsey
Dempsey Pacific Inc.
P.O. Box 10384
Honolulu, Hawaii 96816

Dear Mr. Dempsey:

Subject: Your Letter Dated July 7, 2022 Regarding Availability of Water for the Proposed Mixed-Use Building with Three Floors of Commercial Space and Thirteen Floors of Multi-Family Affordable Rental Housing off Fort Street Mall – Tax Map Key: 2-1-010: 033 and 034

Thank you for your letter regarding the proposed mixed-use 15,100-square foot commercial space and sixty-five multi-family affordable rental housing apartment unit project.

The existing water system is currently adequate to accommodate the proposed development. However, please be advised that the existing Honolulu water system capacity has been reduced due to the shut-down of the Halawa Shaft pumping station as a proactive measure to prevent fuel contamination from the Navy's Red Hill Bulk Storage Tank fuel releases. The final decision on the availability of water will be confirmed when the building permit application is submitted for approval, pending evaluation of the water system conditions at that time on a first-come, first-served basis. The Board of Water Supply (BWS) reserves the right to change any position or information stated herein up until the final approval of the building permit application.

We continue to request 10% voluntary water conservation of all customers until new sources are completed and require water conservation measures in all new developments. If water consumption significantly increases, progressively restrictive conservation measures may be required to avoid low water pressures and disruptions of water service.

Presently, there is no moratorium on the issuance of new and additional water services. Water distributed via the BWS water systems remains safe for consumption. The BWS is closely monitoring water usage and will keep the public informed with the latest findings. Please visit our website at www.boardofwatersupply.com and www.protectoahuwater.org for the latest updates and water conservation tips.

When water is made available, the applicant will be required to pay our Water System Facilities Charges (WSFC) for resource development, transmission, and daily storage.

The BWS may waive the WSFC and new meter cost for qualified on-site affordable and homeless dwelling units, up to 500 dwelling units per year. The waivers will be evaluated when the building permit is submitted for approval. To qualify, the dwelling units must be certified as either affordable or homeless dwelling units by the appropriate agency of the City and County of Honolulu. Waiver of the WSFC will apply only to fixture units associated with the certified dwelling units. The amount of the meter waiver shall be calculated as a percentage of the number of certified dwelling units to the total number of dwelling units in the project. If the annual cap of 500 dwelling units has not been reached and a project is proposed that would qualify for more than the remaining number of dwelling units in that year, the Manager and Chief Engineer has the discretion to increase that year's limit. This waiver provision shall expire on June 30, 2023. For the request for deferral of WSFC until the Certificate of Occupancy is obtained pursuant to Section 201-H, HRS, please coordinate with Garon Hamasaki, Service Engineering Branch of our Customer Care Division at (808) 748-5472.

Water conservation measures are required for all proposed developments. These measures include utilization of nonpotable water for irrigation using rain catchment, drought tolerant plants, xeriscape landscaping, efficient irrigation systems, such as a drip system and moisture sensors, and the use of Water Sense labeled ultra-low flow water fixtures and toilets.

High-rise buildings with booster pumps will be required to install water hammer arrestors or expansion tanks to reduce pressure spikes and potential main breaks in our water system.

Proposed mixed-use developments are required to install separate domestic water meters and laterals serving the residential and non-residential spaces.

The construction drawings should be submitted for our approval, and the construction schedule should be coordinated to minimize impact to the water system.

The BWS has suspended fire flow tests on fire hydrants as a water conservation measure. However, you may use the following calculated flow data for Fire Hydrant No. M00026 and M02735:

Fire Hydrant <u>Number</u>	<u>Location</u>	Static Pressure <u>(psi)</u>	Residual Pressure <u>(psi)</u>	Flow <u>(gpm)</u>
M00026	Fort Street Mall	68	52	4,000
M02735	Fort Street Mall	68	56	4,000

Mr. Ty Dempsey
July 15, 2022
Page 3

The data is based on the existing water system, and the static pressure represents the theoretical pressure at the point of calculation with the reservoir full and no demands on the water system. The static pressure is not indicative of the actual pressure in the field. Therefore, in order to determine the flows that are available to the site, you will have to determine the actual field pressure by taking on-site pressure readings at various times of the day and correlating that field data with the above hydraulic design data.

The map showing the location of the fire hydrants is attached.

The on-site fire protection requirements should be coordinated with the Fire Prevention Bureau of the Honolulu Fire Department.

If you have any questions, please contact Barry Usagawa, Water Resources Division, at (808) 748-5900.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Ernest Y. W. Lau', with a long horizontal line extending to the left.

ERNEST Y. W. LAU, P.E.
Manager and Chief Engineer

Attachment



21003003

21003008

M02735

21010036

21010034

21010033

21010032

21010042

CHAPLAIN LN

METROPOLITAN 180 WEST

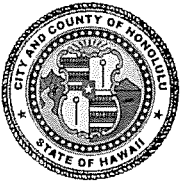
FORT ST MALL

M00026

Dempsey Pacific Inc.

Civil Engineering Design & Consulting Services

APPENDIX E – Sewer Connection Application



DEPARTMENT OF PLANNING AND PERMITTING
CITY AND COUNTY OF HONOLULU

650 SOUTH KING STREET * HONOLULU, HAWAII 96813
Phone: (808) 768-8209 * Fax: (808) 768-4210

SEWER CONNECTION APPLICATION

APPLICATION NO.: **2022/SCA-0455**

STATUS: **Approved**

\$240,822.40

DATE RECEIVED: **03/29/2022**

IWDP APP. NO.:

Estimated Wastewater
System Facility Charge*

PROJECT NAME: **2022/SCA-0455 Affordable Housing project with commercial space**

LOCATION:

Zone	Section	Plat	Parcel
2	1	010	033

**1155 FORT ST MALL Honolulu /
Downtown 96813**

2,400 Sq. Ft.

Zone	Section	Plat	Parcel
2	1	010	034

**1159 FORT ST MALL Honolulu /
Downtown 96813**

4,500 Sq. Ft.

SPECIFIC LOCATION: **1155 and 1159 Fort Street Mall**

APPLICANT: **Kothenbuetel, Steven**
800 Bethel Street Suite 501
Honolulu, Hawaii 96813

DEVELOPMENT TYPE: **Commercial (Misc.)**

SEWER CONNECTION WORK DESIRED: **Existing**

OTHER USES: **52 Unit affordable apartments and 10,000 sqft commercial space**

NON-RESIDENTIAL AREA: s.f.

APPROXIMATE DATE OF CONNECTION:

PROPOSED UNITS

EXISTING UNITS

UNITS TO BE DEMOLISHED

No. of New Units: **52**

No. of Existing Units: **0**

No. of Units to be Demolished: **0**

Studios:
1-Bedroom:
2-Bedroom:
3-Bedroom:
4-Bedroom:
5-Bedroom:
6-Bedroom:

Studios:
1-Bedroom:
2-Bedroom:
3-Bedroom:
4-Bedroom:
5-Bedroom:
6-Bedroom:

Studios:
1-Bedroom:
2-Bedroom:
3-Bedroom:
4-Bedroom:
5-Bedroom:
6-Bedroom:

REMARKS

APPROVAL DATE: **04/04/2022**

Valid 2-years after approval date. Construction plans shall be completed and approved within this 2-year period. Construction shall commence within 1-year after approval of plans.

EXPIRATION DATE: **03/31/2024**

** Applicable WSFC shall be collected at the prevailing rate in accordance with ROH 1990, Chapter 14, Sections 14-10.3, 14-10.4, 14-10.5 and Appendix 14-D.*

REVIEWED BY: **Cheryl Kaneshiro**

Site Development Division, Wastewater Branch

Appendix 10

Project Management Plan

FORT STREET MALL
AFFORDABLE SENIOR RENTAL HOUSING PROJECT

Management Plan

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PROPERTY MANAGEMEN PLAN

OBJECTIVES: The management plan sets forth an outline of procedures and guidelines to follow in the management of the property to operate it in a professional manner and to provide the residents a safe, healthy, affordable and well-maintained place to live .

DESCRIPTION OF PROPERTY:

Address: 1155 & 1159 Fort Street Mall, Honolulu, HI 96813

Tax Map Key: 2-1-010:033 and 2-1-010:034

Fort Street Mall Affordable Senior Rental Housing Project ('Property') is a 17-story building consisted of 66 1-bedroom units from floor 4-17, a Resident Manager unit, and an amenity deck with an outdoor green space. Amenities and services include a multi-purpose function room, a community laundry room, and a case management office sponsored by Catholic Charities Hawaii for the residents to use. Floor 1-3 will be administrative offices to support the operation and activities of nearby church. It is located in the heart of Downtown Honolulu with easy access to transit connections (bus/rail), shops, and activities in and around the City & County of Honolulu Transit Oriented Development (TOD) areas.

1. MANAGEMENT PLAN GOALS:

The Owner recognizes its overall responsibility for the operation of the property and its financial viability. The owner has retained ('Agent') to make day-to-day decisions affecting the operation of the property. Agent will qualify eligible applicants while maximizing occupancy and rent collection. Agent will provide effective and timely services to residents while responsibly maintaining the property per the approved budget. Agent will maintain effective working relationships with federal, state, and local government entities, lenders, investors, compliance agencies to provide accurate reporting and passing property inspections.

Agent will continually review the Management Plan and advise the Owner of changes deemed by the Agent to be necessary.

2. MANAGEMENT SCOPE OF WORK AND STAFFING:

A Property Manager will be assigned to the Property, who will report and meet with the Owner monthly to inspect the property and review monthly financial statement. The on-site staffing requirement will be a Resident Manager. The duties of the Resident Manager include leasing, waitlist management, compliance processing, work order processing, supervision of contractor performance, upkeep of maintenance records and inventory, annual unit inspection, and house rule and lease enforcement.

Agent must adhere and comply with all applicable governing documents and compliance requirements.

Agent must consult with the Owner before acting on the following:

- a. Annual operating budget
 - b. Rent schedule and revisions
 - c. Transfer of any funds from Reserve Accounts
 - d. Any expenditure/repair to exceed approved amounts.
- D. The managing agent may make decisions without consulting the Owner on previously approved policies contained in the Management Agreement. These include:
 - a. Personnel hiring, supervision and termination, if necessary
 - b. Marketing and leasing of vacant units
 - c. Certification and re-certification of tenant income
 - d. Maintenance and repair programs
 - e. Rent collection policy and procedure
 - f. Accounting and reporting
 - g. Tenant/Management relationship
- E. The key contact person for the Agent will be the Owner or a designated appointee. The decision-making authorities are those of the Owner. These authorities include:
 - a. Acceptance and approval of the Management Plan and Management Agreement.
 - b. Approval of annual operating budget. Control of accounting and reporting procedures.
 - c. Acceptance or rejection of recommendations of the Agent regarding physical plant changes.
 - d. Hiring and terminating of the Agent under the terms of the Management Agreement.
 - e. The responsibilities of the Owner and the Agent are contained in the substance of this Management Plan and in the Management Agreement. As noted, for each subject or duty, the areas of responsibilities are covered in the Management Agreement.
- F. The items of expense to be paid for by the Agent, out of monthly management fee include:
 - a. Salary of the Property Manager (Account Executive)
 - b. Compliance personnel assigned to review tenant files
 - c. Property management software for tenant record, accounting and compliance processing
 - d. Compliance certification and annual renewal: C3P and/or COS
 - e. Employee training (Fair Housing and basic affordable housing in LIHTC and HUD)
 - f. Budget preparation
 - g. Residential leasing activities
 - h. Annual Owner compliance report preparation and submission
 - i. Service contract preparation and execution
 - j. Rental collection (rental coupon production, lockbox processing, on line rent payment, and/or electronic transfer of fund or ETF payment), accounting, processing and pursuit of delinquent accounts short of legal assistance and court action
 - k. Other supervisory, coordinating and management tasks not covered by the Operating budget.

The items of expenses to be paid from rental income of the Property are:

- a. Salaries and wages of on-site employees referenced in Section 2A;
- b. On-site office supplies and utilities, telephone, internet, postage, etc.
- c. Computer software used on site to conduct annual examination of each resident's income to establish eligibility for the ensuing twelve-month period, and accounting functions conducted on site,
i.e. rent check or invoice scanning, or printing of coupons and notices.
- d. Maintenance of property website
- e. Third party compliance consultant for move in and first year recertification
- f. Tenant information flyers, notices, bulletins, newsletters, duplicating costs
- g. Credit and background check reports
- h. Advertising and marketing
- i. Legal: correspondences and eviction proceedings
- j. Utilities: water, sewer, common area electricity
- k. Recurring contracts: landscaping, tree trimming, irrigation maintenance, window cleaning, refuse collection, gutter cleaning, and janitorial if applicable
- l. Maintenance repairs, supplies, inspections and upkeeps
- m. Insurance: Fire, Liability, Umbrella, Worker's Compensation, Temporary Disability, Medical and/or other coverage required by law
- n. Reserves: replacement reserves and any other required by governing documents
- o. Payroll preparation, maintenance and check distribution

3. PERSONNEL POLICIES, REQUIREMENT, AND TRAINING:

- A. All hiring policies and practices will comply with all requirements set forth in Federal and State laws and regulations relative to Title VI of the Civil Rights Act of 1964 as amended, which provide for non- discrimination in Federally-assisted programs. There will be no discrimination against any employee or applicant for employment opportunities on the basis of race, color, religion, national origin, sex, including gender identity or expression, sexual orientation, age, disability, citizenship, arrest and court record, status marital status, military/veteran status, lactation or any other grounds protected under applicable state and federal laws.
- B. Property managers hold active and current real estate license; and C3P certification.
- C. Compliance personnel hold active Certified Occupancy Specialist (COS) certification
- D. Personnel Policy
 - a. Fringe benefits include medical insurance, temporary disability insurance, worker's compensation insurance and unemployment insurance, both State and Federal.
 - b. Employee grievance procedures are direct contact with Resident Manager. If the Resident Manager cannot resolve the grievance, the Property Manager will attempt to do so.
 - c. Employee termination procedures are based upon the supervisory chain. In the case of the on-site personnel, the Resident Manager must justify termination to the Property Manager who will review the facts and will make the decision to terminate or retain the employee.

d. All employee transactions will comply with the Fair Labor Practices Act.

E. Employee Training

Property manager, resident manager, support staff will maintain high ethical and professional standards and possess technical skills and knowledge in the following areas:

- Hawaii Residential Landlord-Tenant Code
- State and Federal Fair Housing laws
- Americans with Disabilities Act
- HIPPA requirement
- OSHA requirement
- Fraud and risk management
- Tenant file and accounting data retention
- Security awareness and confidentiality of tenant information
- Delinquent rent collections and legal proceedings
- Property procurement policy
- Contract administration
- Low Income Housing Tax Credit program (LIHTC)
- HUD programs
- RHRF program
- HOME Program
- State Section 8 program
- Budget preparation and capital improvement project planning and execution

Changes to the Hawaii Residential Landlord-Tenant Code, other relevant laws or regulations affecting property management practices, compliance requirement, and/or real estate industry in general are incorporated into standard operating procedures as they take effect.

4. PROPERTY OPERATIONS AND RESIDENT SERVICES

A. TENANT SELECTION AND RE-RENTING OF UNITS:

Agent will at all times attempt to keep the Property fully occupied by marketing and maintaining a waiting list of prospective residents.

Applications will be available at the Property, on the property website, and/or Agent's website. Applications can be mailed via postal service or emailed within two (2) business days of receipt of the request for the application. All applications shall be processed in the order of receipt: dated and time stamped and placed on the appropriate waiting list by bedroom number per AMI% (Area Medium Income) and based on property's occupancy standards. Selection of the Residents will be the responsibility of the Agent.

The Agent will accept applications from the public and maintain a file of the accepted as well as the rejected applications for no less than three (3) years in locked file cabinets. In addition,

all applications are entered into property management software, approved by the Owner.

Baseline marketing activities will be initiated to maintain an active working waitlist or when the wait time for a studio unit is less than 3 months. Advertising will be placed in the local newspapers, on internet rental sites, Agent's website, site graphics, and other media deemed appropriate by the Owner, and availability information will be forwarded to social services organizations (internal and external network), neighborhood boards, and shared with community liaisons, and both City and State public housing authorities. If occupancy percentage is projected to fall below budgeted level, 90 days out, Property will host open houses regularly to show model units and attend applicable events, to generate traffic.

The selection of applicants for occupancy at the Property will follow Federal and State Fair Housing laws and regulations, including certification/verification requirement for specific funding programs. All applicants are required to complete the application issued by the Agent. If they do not do this, the application is incomplete and will not be considered for placement.

Applicants who are on the waiting list will be notified as soon as it is known that a unit may be available. Applicants will then be required to complete all verification forms to determine if they meet the eligibility requirements for the Property.

Before acceptance, written or verbal verifications must be obtained from previous and/or present landlords (where possible) to determine the character of the applicants. Compliance staff shall confirm information provided by applicants which shall include but not be limited to: verification of all income, asset, allowances/expenses, household size, credit and background checks. All applicants are required to be processed through third party credit report agencies to establish credit qualifications. Such confirmation shall be in writing and copies of all documents maintained in the applicant's file.

The Resident Manager will be available to give access to the apartments and common area for prospective residents to view. When a prospective resident is approved and ready to move in, the resident will be briefed on the lease agreement, lease addenda, other forms, and House Rules, all documents are to be approved by the Owner prior to use.

Collect a security deposit, from each resident, at the move in, in an amount equal to one (1) month's rent, and collect the difference whenever there is a rent increase.

Adhere to the occupancy standard as established for the property that complies with the policy set by the State of Hawaii.

B. LEASE AGREEMENT AND HOUSE RULES ENFORCEMENT

Agent will enforce all covenants and conditions of the lease agreement and House Rules. When a tenant is in default, or in violation of a lease agreement provision or House Rules, proceed to request a cure of the violation or breach in accordance with Chapter 521, HRS, the "Landlord-Tenant Code," provided lease agreements may be terminated for reasons such as violations of the Project's rules and regulations, failure to make payments due under the lease agreement, or failure to fulfill the tenant obligations set forth in the lease agreement, or for other good cause. Enlist the services of private legal services to aid in the termination and/or

eviction procedures.

C. TENANT INITIAL CERTIFICATION AND RECERTIFICATION

Conduct annual examination of each tenant's income to establish the Tenant's eligibility for the ensuing 12-month period of those tenants whose income qualify for units set at applicable AMI and below for the Property. Such examination shall be conducted on the tenant's anniversary date or other such date as established by the tenant's occupancy date or in conjunction with governmental rental housing assistance programs, i.e., Section 8. Tenant certifications and re-certifications will be kept in the tenant's record file.

D. MOVE IN, MOVE OUT AND ANNUAL UNIT INSPECTION

Inspect the units with the new tenants prior to move-in, and with current tenants prior to move-out. A written property condition report shall be completed and maintained in the project files. In addition, interior of all units shall be inspected, on an annual basis, by the Resident Manager to ensure proper maintenance, care, and cleaning. Annual inspections shall coincide with annual tenant eligibility re-certification.

E. TENANT COMMUNICATIONS

Maintain communications with tenants, and inform them of any changes in policy, rules, and regulations, or pertinent and necessary instructional bulletins (i.e., storm, fire, or hazard). Advise tenants of programs and services available to them on property thorough on-site case management services,

5. RENT COLLECTION, ACCOUNTING AND FISCAL SERVICES:

Agent will establish and set up a policy for rent collections via bank lockbox, resident portal on property website or electronic transfer of fund options (ETF). All monies received by the Agent on behalf of the Owner, with the exception of the security deposit, shall be deposited in a lockbox account established for the Property.

Security deposits will be placed in a separate account in the name of each tenant, in a custodial account, with a bank or other financial institution whose deposits are insured by the United States. The accounts will be carries in the Agent's name and designated of record as 'Security Deposit Account'.

Monthly rent payment is due on the first of the month. If the monthly rental payment has become delinquent and not paid by the 5th day of the month, a pay or quit demand notice shall be sent to all tenants who have not paid. Late fee is a percentage of the monthly rent amount due, allowable per State Landlord and Tenant Code. Legal action for collection/eviction will then be initiated if tenants' account remains unpaid after thirty (30) days. Payment plans can be worked out with the approval of the Property Manager in consultation with the Owner. Payment plan should be in writing, not to last more than 6 months, with terms agreeable to both parties and fully executed.

Agent will prepare an annual operating budget and submit to the Owner for approval 60 days prior to the start of the new budget year. Any approved rent increases will take effect with due notice to tenants as soon as the new budget year begins.

Agent will bill all charges to tenants such as rents, late fees, overdue charges (including returned check fees) and tenant maintenance charges;

Agent will maintain a cash receipts and disbursements register to record cash receipts and operating disbursements (expenditures); provide monthly cash receipts and disbursement statement and journal, and copies of all invoices paid;

Agent will make all purchases for supplies, materials, and contract for services and extraordinary maintenance services to the Project, at the most advantageous terms to the Project, or as authorized by the owner;

Agent will pay all salaries, wages, related taxes, and insurance for the on-site staff assigned to the Property and maintain all payroll records;

Agent will pay expenses for the Project operations in accordance with the Owner's authorization per the approved operating budget;

Agent will provide to the Owner, a computerized cash flow statement of income and expenditures for the prior month. The monthly financial statement shall reflect actual and budget income and expense values as well as cumulative year-to-date amounts, and shall also exhibit the percentage variances between actual income and expenses versus the budget for the reported month and the cumulative year-to-date amounts;

The monthly financial report shall include the following:

- A rent roll register listing all tenant rents and other tenant charges;
- All project operating expenses for the prior month and year to date numbers in comparison to approved budgeted numbers (copies of paid invoices may be provided, at the request of the owner);
- 12-month statement;
- Variance report of positive and negative variances of more than 5% from approved budget;
- Tenant receivable aging report;
- General Ledger;
- Bank Statement for each account opened and bank reconciliation report
- Property update and leasing activities (if unable to meet with Owner)

Monthly financial reports are due electronically in Excel format to the Owners by the 20th day of the subsequent month; all General Ledger entries must be readable with detailed description of expenses paid (ex. date, invoice number unit number, and work performed etc.)

Coordinate and cooperate with Owner approved Certified Public Accountant (CPA) in preparation of annual financial audit. Financial audit shall be prepared in accordance with generally accepted accounting principles and be completed within sixty (60) days after the close of each taxable year of the Property.

6. EFFECTIVE MAINTENANCE PROGRAM:

- A. Recurring Services – is performed by a contracted service provider such as landscaping, tree trimming, refuse collection, common area janitorial, gutter cleaning;
- B. Regular Repairs – which are in the scope of the abilities of the on-site staff, are performed by the Maintenance Technician. All repairs, whether initiated by management or residents, is documented on the work order form provided to the Property. At no time, will repair work be done by on-site personnel in the absence of a work order.
- C. Equipment/System Maintenance – is performed by licensed contractors specialized in the specific equipment or system and joint inspections to be done with Resident Manager to forecast future replacement or repairs to maintain the equipment or system;
- D. Preventive Maintenance - In addition to regularly scheduled inspections of the common areas, during the tenancy of every resident, unit inspections will be made at the minimum annually as a part of the preventive maintenance program. Items of normal maintenance will be repaired by management. However, should damages beyond normal wear and tear be detected, resident will be required to contribute to the cost of repair, including unit pest control. These inspections will be scheduled annually and adequate notice will be given to the Residents;
- E. Change of Occupancy Maintenance- Upon placement, a new resident is to do a move-in inspection with the Resident Manager upon which he is to note all deficiencies in the unit prior to moving any items of furniture into said unit. Upon completion of this form, it is filed in the tenant's file for future reference. A work order will be generated for any discrepancies and is to be taken care of prior to resident's move-in.

Upon written notification by a resident to vacate his unit, a move-out inspection is made as soon as practical with the resident being made aware of all discrepancies to be corrected

in this unit prior to vacancy. Upon vacancy, a final inspection is made of the unit noting all

discrepancies not corrected by the resident. Those discrepancies not corrected will be corrected by management with the resident being charged the cost of repair for any damages beyond reasonable wear and tear.

The Resident Manager is responsible for all maintenance, grounds and repair work to be done on the Property. He will help prepare a work schedule and work description for all on-site personnel and will inspect all work done to ensure

adequate proficiency. Major repairs or other repairs outside the skill range of on-site personnel will be completed by contractors selected on a competitive bid basis.

All schedules for preventative maintenance are based upon the needs of the property to minimize repeat repair visits that may impact the safety of the residents, employees and affiliates who utilize the property.

7. REQUIREMENTS OF GOVERNMENTAL ENTITIES

Agent will comply with all budgetary, approval and reporting procedures outlined in applicable Regulatory Agreements, Policies and Procedures manuals and HUD Handbooks.

8. PANDEMIC RESPONSE PLAN

Agent will have a prevention, communication and mitigation plan to routinely maintain the property during a pandemic and manage any outbreak at the property to maximize containment:

Prevention plan includes elevating routine cleaning and disinfecting to enhanced cleaning and disinfecting procedures performed by on site team and/or janitorial service provider to ensure cleanliness of all common areas and high-touch surfaces at least daily (or more, depending on use patterns).

Communication plan includes strict adherence of County, State and Federal government agencies' mandates and directives. Property wide communication will be administered by managing agent through property website, property signage, posting of notice, and electronic communication channels, for the widest distribution to keep residents up to date with latest information.

Mitigation plan includes contracting of third-party vendors trained in cleaning and disinfecting of common areas, on site offices, facilities, and high-touch surfaces that may harbor bacteria and viruses, whenever a positive case is reported on property within 24 hours.

9. RESIDENTS AND MANAGEMENT RELATIONS:

Resident grievances and requests are handled through the Resident Manager. If the Resident Manager cannot resolve the grievance it will be referred to the Property Manager for further action. The grievance procedures for residents shall be as follows:

- Grievances and/or complaints shall be presented in writing to the Resident Manager, in consultation with the Property Manager, if needed, so that the issues may be discussed locally with the hope of a quick resolution.
- If the resident feels that grievance or complaint has not been adequately addressed by the Resident Manager or the Property Manager, the grievance or complaint will be referred to Director of Property Management, Affordable Division.
- Should the issue remain unresolved, resident may contact Vice President of Property Management. Addresses and phone numbers appear on all correspondence and in resident handbook.

Agent is willing to work closely with a tenant organization when, and if, one is formed, and with National and local groups with which such organization may affiliate.

10. SOCIAL SERVICES PROGRAMS

Agent will work with existing social services agencies, and will maintain a list of resources that address the varying needs of the resident population. Wherever feasible, Agent will enlist the support of residents and community organizations to help serve the needs of the residents.

Tenant Selection Plan

Fort Street Mall Affordable Senior Rental Housing Project is an affordable rental housing development consisted of 66 1-bedroom units located in Honolulu, Hawaii. All of the units will be rented to those who meet the property's age requirement and at below market rent for comparable properties in the same area of similar style, quality, and age. Seven (7) of the units will be rented to individuals or families whose income is 30% or less and 59 units of the units will be rented to individuals or families whose income is 60% or less of the area median gross income (AMI), including adjustments for family size, as determined in accordance with the income limits published by the US Department of Housing and Urban Development.

Application Procedures

You may download a copy of the application packet on the property and/or Managing agent's websites, or request a copy to be sent to you via mail or fax by contacting the Managing agent's main office or property on site office.

All application will be accepted except those that are:

- Unsigned or dated
- With incomplete information
- Unreadable for any reason

Only completed applications will be placed on the waiting list that meet the age requirement, occupancy standard of the property, AMI%, and in the order of date of the applications were received.

Eligibility

Applicants will qualify based on Income, Credit History, Background Check, and Landlord Reference as State/Federal laws and guidelines apply.

Income Limits

The Department of Housing and Urban Development (HUD) publishes maximum income limits on an annual basis. Applicants must fall below 30% AMI or 60 AMI% that he or she is applying for or will be considered disqualified for the unit.

Minimum monthly income levels are based on two and half times of the monthly rent. In order to qualify, applicants must make between the minimum and maximum amounts for the specific AMI%.

Application and Waitlist

Waitlist Administration: The waitlist will be managed by the managing agent. All applications received are date and time stamped. Applications processed are stored digitally on a secured server and hard copies are stored in a secured file cabinet in the order of date and time received.

Waitlist purging: from time to time, managing agent will attempt to contact the applicants on the waitlist. If

there is no response from the applicant within the specified period, the application will be removed from the waitlist. It is the responsibility of the applicant to update the agent about any changes in contact information.

Opening/Closing Waitlist: when the waitlist becomes too large, managing agent may decide to close the waitlist until any vacancies are filled and the waitlist decreases to a workable number. Applicants attempting to submit during a closed waitlist will be informed of the closure. All applications will not be accepted until the waitlist is opened again.

Credit Screening and Background Checks

Credit Screening: Applicants will have a credit report drawn from one of the credit bureaus. Credit history should reflect timely payments. Applications may be rejected for poor credit history. Lack of a credit history will not be grounds to reject an application.

Criminal Background Check: In accordance with HUD Notice 02-22, all applicants age 18 and older will be subject to a criminal background check:

- a) Applicants meeting the screening criteria are those who have no history of criminal activity involving crimes of physical violence to persons or property or other criminal acts which adversely affect the health, safety or welfare of themselves or other or the peaceful enjoyment of the apartment complex.

Landlord Reference

Negative landlord reference is grounds to reject the application. This may include but is not limited to noise violations, harassment, house rule violations, and lease violations.

Non-Smoking Policy

Smoking in the common areas and inside the apartment units is strictly prohibited. Smoking includes vaping. Violating this policy will be considered a material breach of the rental agreement and will be grounds for termination of the said agreement. This applies to residents as well as their guests.

Disqualification

If an applicant does not meet the minimum eligibility requirements, they will not be able to reside at Fort Street Affordable Senior Housing Project. Other reasons not listed above would be:

- Inability to pay the full Security Deposit at move-in.
- Refusing to accept the second offer of a unit.
- Not responding to any attempt to contact them.
- Inability to furnish required documents needed to qualify.
- Any household member that does not attend the interview.
- Household is comprised entirely of full time students and does not meet the exceptions outlined by the LIHTC program.
- Providing false or misleading information.
- The unit not being the primary place of residence.

Appealing a Rejected Application

Applicants have the right to appeal a rejection. After receiving a notice of rejection, the applicant may contact the managing agent to dispute the decision within 14 calendar days. An appeal meeting will be scheduled with the Property Manager within 10 business days of the receipt of the applicants' request.

Within 5 days after the meeting, the applicant will be informed in writing of the final decision concerning their eligibility. Units will not be held for those applicants during the appeal process.

Reinstatement of Application

Waitlist: if an Applicant was removed from the waitlist and it is deemed an error on the part of the managing agent, the application will be reinstated at the position consistent with the original date.

Rejected Application: if it's determined that an error was made on behalf of the managing agent, the applicant will be moved into the next available eligible unit.

Unit Transfers

Unit transfers are granted only for bona fide medical reasons. Residents on the Unit Transfer list will have priority over the applicants on the waitlist.

Annual Recertification

Annual recertification is required due to funding programs secured by the property for every household member listed on the lease. Residents will be informed ahead of their deadline and will receive instructions on how to prepare for the recertification.

Rent Increases

Rent increases will normally happen once a year. The amount will be restricted by the maximum rent limits published by HUD. The Owner will consider such variables such as tenant income, government issued benefit adjustments, project expenses, and upcoming capital expenditures.

Pets

Pets of any type are prohibited from the property. This includes but is not limited to dogs, cats, birds, and fish. Service Animals or assistance animals are not considered pets and are thus not restricted from the property. Service animals and assistance animals are required to abide by the lease and house rules as are any residents, guests, etc. Please notify management if you will have a service animal or assistance animal onsite and be required to provide necessary documents about the animal.

Equal Housing

Fort Street Mall Affordable Senior Rental Housing Project abides by all State and Federal Fair Housing laws. It is illegal to discriminate against any person because of:

PROPERTY MANAGEMENT PLAN
Fort Street Mall Affordable Senior Rental Housing Project

Race
Color
Religion
Ancestry/National Origin
Familial Status
Sex
Handicap
Marital Status
Age
HIV Infection
Sexual Orientation/Gender Identity



MANAGEMENT AGREEMENT

This Agreement is made as of the _____ day of _____, 20__, by and between:

Catholic Charities Housing Development Corporation, a Hawaii nonprofit corporation (the "Owner"),

and

_____ a Hawaii corporation, (the "Agent").

SECTION 1 APPOINTMENT OF MANAGING AGENT

1.1 APPOINTMENT AND ACCEPTANCE

Owner hereby appoints Agent, commencing on _____ (the "Commencement Date"). Agent accepts the appointment and agrees to furnish the services of its organization for the rental and property management of the Project. On or before the Commencement Date, Owner will deliver to Agent a copy of the documents described on Exhibit C attached hereto and made a part of this Agreement.

1.2 DESCRIPTION OF PREMISES

The property to be managed by Agent under this Agreement, is known as the "____" and is described in Exhibit A attached hereto (the "Project").

1.3 TERM

The term of this Agreement (the "Initial Term") shall commence on the Commencement Date through a period of one year, and by mutual agreement between the parties hereto, the contract may be extended on a month-to-month basis and unless terminated as provided in Section 22.1 herein. The terms and conditions during any month to month extensions shall be the same as the terms and conditions during the Initial Term.

1.4 MANAGEMENT OFFICE AND ON-SITE MANAGER

Owner shall, as soon as practicable, provide adequate space in the Project for a management office. Owner shall pay pro-rata share of reasonable and necessary expenses related to such managing and leasing office, including, but not limited to, furnishings (other than residential furnishings), equipment, postage and office supplies, electricity and other utilities, and telephone. Agent shall employ an on-site manager (the "Qualified On Site Manager") subject to Owner's prior approval, which approval shall not be unreasonably withheld. In the event that the Qualified On Site Manager either (a) leaves the employ of Agent or (b) is otherwise terminated by Agent, Agent agrees to replace the Qualified On Site Manager with another qualified on site manager within

thirty (30) days of the Qualified On Site Manager's departure from Agent's employ.

1.5 MANAGEMENT AND CARE OF PROPERTY

Agent shall manage, operate and maintain the Project in an efficient and satisfactory manner consistent with Agent's management, maintenance and operation of comparable properties, this Agreement, the Initial and Annual Operating Budgets (as hereinafter defined), tenant rental agreements, and all applicable laws, ordinances, rules and regulations. Agent shall act in a fiduciary capacity with respect to the proper protection of and accounting for Owner's assets. Agent shall deal in good faith at arm's length with all third parties and Agent shall serve Owner's interests at all times. Agent shall not do business with any affiliate of Agent, who proposes to provide any goods and services for the Project, without the prior written consent of Owner.

1.6 STANDARD OF CARE

Agent, at cost to Owner, shall cause the Project to be managed and maintained in accordance with the highest standards of care, consistent with the terms of this Agreement and any regulatory agreement and/or declaration of covenants and restrictions for the Project, and in compliance with all federal, state and local laws, ordinances, and regulations. Agent shall assume responsibility for the complete care and maintenance of the Project, including by way of example and not of limitation, maintaining (including landscaping), cleaning, and repairing the Project, and maintaining the Project in good condition, free and clear of obstacles, all streets, driveways, culverts, storm water management and runoff facilities, and sidewalks on behalf of Owner.

SECTION 2 BANK ACCOUNTS

2.1 OPERATING AND RESERVE ACCOUNTS

Agent shall establish and maintain accounts known as the Operating Account, Operating Reserve Account, the Tax and Insurance Reserve Account and the Replacement Reserve Account and any other reserve accounts now or hereafter required by the Project governing documents held in Agent's capacity for the benefit of the Owner (the "Operating and Reserve Accounts") for the deposit of receipts collected as described herein, in a bank or other institution whose deposits are insured by the Federal Deposit Insurance Corporation ("FDIC"). Such depository shall be at the Bank of Hawaii. The Agent shall not be held liable in the event of bankruptcy or failure of a depository. Funds from the Project in the Operating and Reserve Accounts shall remain the property of Owner subject to disbursement of expenses by Agent as described in this Agreement. The Operating and Reserve Accounts shall be interest bearing with interest credited to Owner monthly or promptly after the end of the term of any investment. Agent shall not

commingle the Operating and Reserve Accounts with any other funds.

2.1.1 CONTINGENCY RESERVE

Owner and Agent shall determine if a contingency reserve (the "Contingency Reserve") is to be maintained out of the receipts from the Project. Owner agrees to maintain the Contingency Reserve at all times in the Operating Account or Operating Reserve Account to enable Agent to pay the obligations of Owner under this Agreement as they become due. Owner and Agent shall review the amount of the Contingency Reserve from time to time and shall agree in writing on a new Contingency Reserve amount when such is required.

2.1.2 REPLACEMENT RESERVE ACCOUNT

To the extent funds are available from Project revenue, Agent shall fund the Replacement Reserve Account as required by Owner's funding programs, not less than \$300.00 per dwelling unit per annum deposited in equal monthly installments with annual deposit requirements increasing 3% per year.

2.2 SECURITY DEPOSIT ACCOUNTS

Agent shall maintain one or more separate interest-bearing accounts for tenant security deposits known collectively as the Tenant Security Deposit Account held in custodial capacity for certain residents (the "Security Deposit Account") which shall be maintained in accordance with applicable state or local laws, if any, and shall be maintained in an institution in which the Security Deposit Account is insured by the FDIC. The Security Deposit Account balances shall not exceed levels which are fully insured by the FDIC. Interest shall be earned and paid in accordance with Section 3.3 of this Agreement and state and local law.

2.3 EMPLOYEE DISHONESTY, FIDELITY AND FORGERY INSURANCE/FIDELITY BOND

The Agent will furnish, at its own expense, an employee dishonesty fidelity and forgery insurance/fidelity bond in accordance with the requirements set forth in Exhibit B. The insurance/fidelity bond shall insure and protect Owner against misappropriation of Owner's funds by the Agent, including but not limited to Agent's off-site employees and on-site resident manager and employees. The bond covering on-site personnel must also follow mortgagee, state and federal requirements applicable to the Project. Other terms and conditions of the bonds, and the surety thereon, will be subject to the approval of the Owner.

SECTION 3

COLLECTION OF RENTS AND OTHER RECEIPTS

3.1 AGENT'S AUTHORITY

Agent shall collect (and give receipts for, if necessary) all rents, charges, special charges and other amounts receivable on Owner's account in connection with the management and operation of the Project. Such receipts (except tenants' security deposits, which shall be handled as specified in paragraphs 2.2 and 3.3 hereof) shall be deposited in the Operating Account maintained by Agent for the Project. Agent shall not accept cash in payment of rents, charges, special charges and other amounts receivable on Owner's account.

3.2 SPECIAL CHARGES

Agent may collect from tenants, on Owner's behalf to the extent permitted by the rental agreements and applicable law, any or all of the following: an administrative charge for late payment of rent, a charge for returned or non-negotiable checks and a credit- report fee.

3.3 SECURITY DEPOSITS

Agent shall collect, deposit and disburse tenants' security deposits in accordance with the terms of each tenant's rental agreement and state and local law. Agent shall pay tenants interest upon such security deposits only if, and to the extent, required by law to do so; otherwise, any interest earned on tenant security deposits is to be credited to Owner and deposited in the Operating Account monthly, or promptly after the end of the term of any investment. Agent shall comply with all applicable state or local laws concerning the responsibility for security deposits and interest, if any.

SECTION 4

DISBURSEMENTS FROM OPERATING AND RESERVE ACCOUNTS

4.1 OPERATING EXPENSES

From the Operating Account Agent is hereby authorized to pay or reimburse itself for all reasonable and necessary expenses and costs of operating the Project pursuant to the Approved Budget or otherwise expressly authorized under this Agreement, including sums due Agent under this Agreement, including Agent's compensation under Section 17 provided that Agent must provide Owner with an accounting of all payments or reimbursements paid to Agent. Disbursements from the Operating Reserve Account to pay for operating and other costs shall require the Owner's prior written approval.

4.2 DEBT SERVICE AND OTHER PAYMENTS

Agent shall make any additional monthly or recurring payments (such as mortgage indebtedness, general taxes, or special assessments, or other insurance premiums) requested by Owner out of the proceeds from the Project.

Agent acknowledges that the following is the priority for paying invoices: (a) mortgage and other approved liens if any, (b) taxes, assessments and other municipal charges, (c) utilities, (d) Agent and (e) all other expenses.

The Agent acknowledges the Owner has obtained permanent mortgages and will comply with all pertinent requirement of the financing provides including but not limited to monthly, quarterly or annual reporting, compliance, establishment, maintenance and use of Project reserves and procurement of goods and services.

SECTION 5 AGENT NOT REQUIRED TO ADVANCE FUNDS

5.1 ADVANCES NOT REQUIRED

In the event that the balance in the Operating and Reserve Accounts is at any time insufficient to pay disbursements due and payable under paragraphs 4.1 and 4.2 above, Agent shall promptly give notice thereof to Owner and Owner shall have the right, after such notice, to remit to Agent sufficient funds to cover the deficiency out of the Contingency Reserve. In no event shall Agent be required to advance any monies to Owner, to the Security Deposit Account, or to the Operating and Reserve Accounts.

5.2 ELECTION TO ADVANCE

With the prior approval of the Owner, if Agent elects to advance any money in connection with the Project to pay any expenses for Owner, such advance shall be considered a loan subject to repayment with interest. Owner hereby agrees to reimburse Agent for such advances, including interest at the per annum rate of one percent (1%) over the prime rate for major banks reported in The Wall Street Journal as in effect from time to time during the period of the loan.

SECTION 6 BUDGET, FINANCIAL AND OTHER REPORTS

6.1 APPROVED OPERATING BUDGET

Agent shall prepare and submit to Owner, no later than sixty (60) days after the Commencement Date, an interim marketing and operating budget, rent-up plan, and marketing plan for the Project in a form reasonably satisfactory to Owner for the Initial Term. The Owner and Agent must reach an agreement for an interim budget no later than thirty (30) days after its receipt by the Owner of the interim budget from Agent ("Initial Operating Budget"). Thereafter, Agent shall prepare and submit to Owner for Owner's approval a proposed operating budget ("Annual Operating Budget") for the marketing, operation, repair, maintenance and improvement of the Project for each calendar year thereafter. The proposed Annual Operating Budget for each calendar year shall be delivered to Owner on or before

November 1st of each calendar year, and Owner shall promptly review the proposed Annual Operating Budget and discuss revisions, if any, with Agent. In all events Owner and Agent shall reach an agreement on the Annual Operating Budget within thirty (30) days of Owner's receipt unless extended further by mutual agreement. (Such Annual Operating Budget, when approved by Owner, is herein referred to as the "Approved Budget".) In the event that Owner and Agent fail to agree upon a budget on or before December 31 of such calendar year, then Owner and Agent shall continue to operate in accordance with the last Approved Budget, provided that the amounts of the expense items in such last Approved Budget will be increased by the same percentage increase that occurred in the Consumer Price Index from the date of the approval of the last Approved Budget to such June 30, until such time as a new Approved Budget is approved in accordance with the provisions of this paragraph. The "Consumer Price Index" shall mean the revised Consumer Price Index for Urban Wage Earners and Clerical Workers for the Dallas Metropolitan area (All Items, 1982-84-100) promulgated by the Bureau of Labor Statistics of the United States Department of Labor. An Approved Budget shall not be revised without the prior written consent of the Owner. Notwithstanding the preceding, in the event that Owner fails to approve any Annual Operating Budget, this Management Agreement may be terminated by Owner pursuant to Section 21.2(b). In the event the Management Agreement is terminated because of a disagreement between Owner and Agent as to the Annual Operating Budget, the Project will be operated until such termination is effective under the previous year's Annual Approved Budget.

6.2 REPORTS

By the 20th day of each month, Agent shall furnish Owner or Owner's designee with a statement of income and expenses comparing monthly, actual and year to date income and expenses against the Approved Budget and statement of cash available for distribution and reserves from the operation of the Project during the previous month, Agent shall also furnish a current rent roll with a projected versus actual comparison and year-to-date statement at such time. Agent shall also furnish both an aged accounts payable and aged accounts receivable report detailing such accounts on a less than 30 day, 30 to 60 day, 60 to 90 day and over 90 day basis. Agent shall also furnish a monthly balance sheet, copies of monthly bank statements and bank reconciliations. In addition, Agent shall, on a mutually acceptable schedule, prepare and submit to Owner such other reports as are reasonably requested by the Owner. These reports shall include but all not be limited to the following:

(a) Agent shall prepare and submit on an annual basis to Owner a market competition report ("Market Competition Report") showing the occupancies (if obtainable), the market rents, and the rental concessions being offered by at least three (3) competing projects in the area. This report will also comment on the overall rental market conditions in the general area in which the Project is located.

(b) Agent shall cooperate in all respects with Owner's Certified Public Accountant in preparation of Owner's annual audit report. The annual audit report shall be prepared at Owner's expense out of available cash flow, showing a balance sheet, income and expense statement and statement of cash flows, all in reasonable detail and certified by an independent Certified Public Accountant.

6.3 OWNER'S RIGHT TO AUDIT AND INSPECT RECORDS

Owner shall have the right to request periodic audits of all applicable accounts managed by Agent, and the reasonable cost of such audit(s) shall be paid by Owner. Owner shall also have the right to inspect Agent's records pertaining to the Project during normal business hours upon reasonable advance notice. Owner shall also have the right to inspect the Project at any time without notice.

SECTION 7 ADVERTISING

Consistent with the Approved Budget and approved rent-up and management plans, Agent is authorized to advertise the Project dwelling units in the Project to persons and families who are qualified for admission for rent, using periodicals, signs, plans, brochures, or displays, or such other means as Agent may deem proper and advisable provided that such advertising complies with applicable law. Agent is authorized to place signs on the Project advertising the Project dwelling units in the Project for rent to persons and families who are qualified for admission. All advertising must prominently display the name of the Project. The costs of such advertising that is provided for in the Approved Budget shall be paid out of the Operating and Reserve Accounts, which, if necessary, will be funded by the Owner. All advertising shall make clear that Agent is the manager and not the Owner of the Project. Manager shall not use Owner's name in any advertising or promotional material without Owner's prior written consent in each instance.

SECTION 8 RENTING OF DWELLING UNITS

8.1 AGENT'S AUTHORITY TO RENT DWELLING UNITS

Agent shall use all reasonable efforts to keep the Project rented by procuring tenants for the Project who are qualified for admission in accordance with funding requirements as set forth in section 8.5 and Section 19.2 herein. Agent is authorized to negotiate, prepare, and execute all rental agreements, including all renewals and extensions of rental agreements, and to cancel and modify existing rental agreements, except that no dwelling units or other part of the Project shall be rented to corporations or other business entities (as opposed to individual, qualified tenants) without Owner's prior written consent. Agent shall execute all rental agreements as agent for the Owner in accordance with applicable state law. All costs of rental shall be paid out of the Operating and Reserve Accounts which, if necessary, shall be funded by the Owner. Unless otherwise required by law, no rental agreement shall be in excess of twelve (12) months without written approval by Owner. The form of the rental agreement and the tenant rules and regulations shall be agreed upon by Owner and Agent and shall be approved initially as part of the budget approval process under Section 6.1 and thereafter approved by Owner, if Agent desires to amend the form of rental agreement.

8.2 NO OTHER RENTAL AGENT

During the term of this Agreement, Owner shall not authorize any other person, firm, or corporation to negotiate or act as rental agent with respect to any rental agreement for a dwelling unit or other space in the Project. Owner agrees to promptly forward all inquiries about the rental of dwelling units to Agent.

8.3 RENTAL RATES

Subject to Section 8.5 hereof and with Owner's consent, Agent is authorized to change or revise all rents, tenant charges, or deposits, and any other charges chargeable with respect to the Project. However, the Agent shall be responsible for ensuring that the rental rates and utility allowances do not violate any federal, state or local government regulations or regulatory agreement, Subrecipient agreement, use agreement or declaration of covenants, conditions and restrictions regulating such matters. Agent will advise Owner when such changes or revisions are made on a monthly basis through the monthly Agent's letter or other report to Owner.

8.4 ENFORCEMENT OF RENTAL AGREEMENTS

Except as otherwise provided in this Section 8.4, Agent is authorized to take all lawful action Agent deems necessary to enforce the provisions of the rental agreements and the rules and regulations of the Project, including the collection of rent or other income from the Project due to Owner. Agent is authorized to institute, in Owner's name, all legal actions or proceedings for the enforcement of any rental agreement provision, for the

collection of rent or other income from the Project, or for any evicting or dispossessing of tenants or other persons from the Project, and, in connection therewith, Agent is authorized to sign and serve such lawful notices as Agent deems necessary. Agent is authorized, when expedient, to settle, compromise, the release such legal actions or suits or reinstate such tenancies. Any monies for such settlements paid out by Agent shall not exceed One Thousand Dollars (\$1,000) without the prior written approval of Owner. Reasonable attorney's fees (within the specific market), filing fees, court costs, and reasonable and necessary out-of-pocket expenses incurred in connection with such actions and not recovered from tenants shall be paid out of the Operating and Reserve Account, or reimbursed directly to Agent by Owner. Agent and Owner will mutually select the attorney to handle such litigation.

8.5 TAX CREDIT REQUIREMENTS

If applicable, on or before the Commencement Date, Owner will deliver to Agent a copy of the documents described on Exhibit C attached hereto and made a part of this Agreement. Agent at all times will rent the dwelling units, operate, manage, maintain and otherwise deal with the Project in compliance with all requirements of Section 42 of the Internal Revenue Code of 1986, and the regulations promulgated thereunder, as amended (the "Code") and the Declaration of Land Use Restrictive Covenant for Low-Income Housing Tax Credits, as Amended (the "Extended Use Agreement"), including without limitation, any and all rent amount limitations and income qualifications, so that (a) 100% of the dwelling units will at all times be rented to individuals (i) whose income is 60% or less of "area median income" (as determined by the Department of Housing and Urban Development of the United States of America and its successors from time to time and applicable to Section 42 of the Code), (ii) who occupy a dwelling unit other than on a transient basis, and who otherwise qualify to rent or occupy such dwelling units under Section 42 of the Code, (b) the Project at all times will qualify as a "qualified low-income housing project" under Section 42(g)(1) of the Code, (c) each of the buildings at all times will qualify as a "qualified low-income building" under Section 42(c)(2) of the Code, and (d) all dwelling units at all times will qualify as "rent-restricted units" under Section 42(g)(2) of the Code. Agent shall also prepare all of the necessary documentation needed to be filed with all governmental agencies in order to comply with Section 42 of the Code and the current State of Hawaii Low-Income Housing Tax Credit Owner's Compliance requirements.

Notwithstanding any other provision of this Agreement to the contrary, in addition to any damages which Owner shall sustain or incur due to Agent's violation of this Section 8.5, Agent's employment shall be terminated pursuant to Section 22.

SECTION 9 AGENT'S EMPLOYEES

9.1 AGENT HIRES EMPLOYEES

Agent shall hire, supervise, discharge, and pay all servants, employees, contractors, or other personnel necessary to be employed in the management, maintenance, and operation of the Project as provided in the Initial Operating Budget or Approved Budget. All such servants, employees, contractors, or other personnel shall be employees of the Agent, Agent's affiliate, or independent contractors to Agent. No affiliates of Agent will be employed or engaged at the Project without Owner's prior written consent and Agent shall not utilize employees splitting time between the Project and other properties on a pro rata basis without Owner's prior written consent.

9.2 AGENT PAYS EMPLOYEES' EXPENSES

Agent shall be solely responsible for paying all wages and fringe benefits payable to Agent's employees, including but not limited to those employed pursuant to paragraph 9.1 above and supervisory, accounting and support personnel costs for Agent's off-site management and support personnel, and all local, state and federal taxes and assessments (including but not limited to Social Security taxes, unemployment insurance, and worker's compensation insurance) incident to the employment of such personnel, including any recruiting and relocation costs,

9.3 AGENT'S AUTHORITY TO PREPARE AND FILE RETURNS

Agent shall do and perform all acts required as employer with respect to the Project and shall execute and file all payroll tax and other returns required under the applicable federal, state and local laws, regulations and/or ordinances governing employment, and all other statements and reports pertaining to labor employed in connection with the Project and under any similar federal or state law now or hereafter in force. Owner shall not be responsible for Agent's failure to (a) perform any act tax payment, record keeping or filing required as employer, or (b) file any payroll tax returns or other returns, statements or reports.

9.4 AGENT'S WORKER'S COMPENSATION INSURANCE

Agent shall maintain worker's compensation insurance covering all liability of the Agent as employer of Agent's employees under established worker's compensation laws. Agent shall provide Owner with a certificate evidencing such coverage and providing thirty (30) days' notice of cancellation or non-renewal. A copy of the insurance policy will be promptly furnished to Owner upon request

SECTION 10 EXPENSES AND NECESSARY APPROVALS

10.1 ORDINARY EXPENSES

Consistent with the Initial Operating Budget or Approved Budget, and subject to Section 10.3, Agent is authorized to make or cause to be made, through contracted services or otherwise, capital expenditures, all ordinary repairs and replacements reasonably necessary to preserve the Project, and all repairs or alterations required to comply with rental agreement requirements, governmental regulations or insurance requirements. Agent is also authorized to decorate the Project and to purchase or rent, on Owner's behalf, all equipment, tools, appliances, materials, supplies, uniforms and other items necessary for the management, maintenance or operation of the Project. Such expenses shall be paid out of the Operating and Reserve Accounts. Notwithstanding any provision in this Agreement to the contrary, Agent shall not make any payments to affiliates of Agent with respect to agreements not consented to by Owner nor enter into any agreement with any affiliates of the Agent in any way related to the management, operation or maintenance of the Project, without the express prior written consent of the Owner.

10.2 APPROVAL FOR EXPENSES

With respect to all of the payments and expenditures which Agent is authorized to make under this Agreement, Agent shall not be authorized to incur or be reimbursed for, whether out of the Contingency Reserve, the Operating and Reserve Accounts or otherwise, any costs, fees or expenses for any item exceeding the amount provided therefore in the Initial Operating budget or Approved Budget, provided, however, that for unbudgeted items, the expense to be incurred for any one item, maintenance, alteration, capital expenditure, refurbishing or repair shall not exceed the sum of Two Thousand Dollars (\$2,000), and expenses shall not exceed the sum of Five Thousand Dollars (\$5,000) in the aggregate (exclusive of utilities and taxes) per year, unless such expense is specifically authorized in writing by Owner, or is incurred under such circumstances as Agent shall reasonably deem to be an emergency (i.e., under circumstances in which the failure to act would (1) put preservation and safety of the Project at risk, (2) endanger life or property, (3) result in the suspension of any essential service to the Project, or (4) violate federal, state, or local law, regulation or ordinance). In such an emergency, emergency repairs shall be made by Agent at Owner's expense without prior approval. Owner shall be notified as soon as reasonably possible after any such repair but in no event later than three (3) days thereafter Manager shall use reasonable efforts to minimize operating expenses by obtaining competitive pricing on all services and obtaining at least three bids on expenditures exceeding \$7,500 (a "major expenditure"). Agent shall obtain Owner's prior approval prior to: (i) retaining consultants and lawyers to perform unusual or extraordinary services (see Section 17) for the Project; (ii) incurring expenses for the services of Agent's (or Agent's affiliate's) in-house professional staff; (iii)

utilizing the services of Agent's employees on both the Project and other properties and allocating the cost of such employee's pro rata to the Project.

SECTION 11

CONTRACTS, UTILITIES AND SERVICES

Agent is authorized to negotiate contracts for nonrecurring items of expense and to enter into agreements in Owner's name for all necessary repairs, maintenance, minor alterations and utility services. Contracts for necessary repairs, maintenance and minor alterations exceeding Twenty-Five Hundred Dollars (\$2,500) on an annual basis shall be awarded on the basis of competitive bidding, solicited in a manner determined by the Agent upon Owner's verbal approval unless Owner shall otherwise direct Agent in writing. Contracts for nonrecurring items of expense or agreements for necessary repairs, maintenance, minor alterations and utility service which have not been previously budgeted shall be approved by Owner in writing before they are executed. Agent shall, in Owner's name and at Owner's expense, make contracts on Owner's behalf for electricity, gas, telephone, fuel and water. The relationship, if any, between Agent (or the person or persons in control of Agent) and the party proposed to supply goods or services, or both shall be disclosed to Owner in writing prior to execution of the contract. All contracts with Agent's affiliates must be pre-approved by the Owner in writing. The relationship that providers of goods and services shall have to Owner shall be that of an independent contractor and not as an employee of Owner. All utility deposits shall be Owner's responsibility, except that Agent may pay same from the Operating and Reserve Accounts at Owner's request. All contracts must contain a thirty (30) day cancellation clause. All such contracts shall contain substantially the provisions contained in Section 22.5 hereof.

Agent is not authorized to execute any documents, contracts, or other instruments in the name of Owner, except as expressly set forth in this Agreement and no such authority is expressed, implied, or is to be inferred from Owner's execution of this Agreement.

Agent shall supervise all ordinary and extraordinary repairs, decorations and alterations, capital improvements, remodeling and tenant improvements, all subject to the terms of this Agreement.

SECTION 12

RELATIONSHIP OF AGENT TO OWNER

The relationship of the parties to this Agreement shall be that of limited Principal and Agent, and all duties to be performed by Agent under this Agreement shall be for and on behalf of Owner, in Owner's name and for Owner's account solely in connection with the property management of the Project. In taking any action under this Agreement, Agent shall be acting as Agent for Owner. Nothing in this Agreement shall be construed as creating a partnership, joint venture, or any other relationship between Owner and Agent. Except as otherwise provided herein, Agent shall not be required to bear any portion of expenses arising out of or connected with the Ownership or operation of the Project. Agent shall not at any time during the period of this Agreement be considered a direct employee of Owner. Neither party shall have the power to bind nor obligate the other except as expressly set forth in this Agreement.

SECTION 13 INDEMNIFICATION

Indemnification of Owner. Agent hereby agrees to indemnify, defend (with legal counsel approved by Owner) and hold harmless Owner and its officers, directors, employees and affiliates (the "Owner Parties") from and against any and all third party claims, demands, actions, suits, liabilities, damages, costs and expenses (including court costs and reasonable legal fees but excluding any special, incidental, consequential or punitive damages, whether at law or equity) asserted against or sustained by any one or more of the Owner Parties, and arising from or by reasons of (i) the acts or omissions of the Agent or its agents or employees, or (ii) the failure of the Agent to perform any of its duties or obligations under this Agreement, excluding acts or omissions which are at the direction, request or instruction of Owner, or (iii) claims made by current employees of applicants for employment arising from hiring, supervising, or firing same.

Indemnification of Agent by Owner. Owner hereby agrees to indemnify, defend (with legal counsel approved by Owner) and hold harmless the Agent and its officer, directors and employees (the "Agent Parties") from and against any and all third party claims, demands, actions, suits, liabilities, damages, costs and expenses (including court costs and reasonable legal fees but excluding any special, incidental, consequential or punitive damages, whether at law or equity) asserted against or sustained by any one or more of the Agent Parties, except for (i) claims for which the Agent is required to indemnify Owner pursuant to provision (a) above, (ii) claims which result from the willful misconduct, bad faith or negligence of the Agent in the performance of its duties hereunder, (iii) claims resulting from any act by Agent outside the scope of Agent's authority hereunder, or (iv) claims resulting from Agent's current or former employees or applicants for employment arising from hiring, supervising or firing same.

Notwithstanding anything in this Agreement to the contrary, no individual director, officer or employee of the Agent or Owner shall be personally liable or suffer personal liability to the other for any action taken or not taken on behalf of the Agent or Owner under this Agreement, other than liability arising out of the commission of a felony. Except as provided in the prior sentence, any claim or demand for indemnification made against the Agent or Owner, pursuant to and in accordance with this Agreement shall be and is deemed to be a claim solely against the Agent or Owner, as the case maybe, without recourse to, or obligation or liability of, any director, officer or employee thereof.

SECTION 14 LEGAL PROCEEDING AND COMPLIANCE WITH APPLICABLE LAWS

Agent shall notify Owner in writing within three (3) business days of the receipt or service of any demand, notice or legal process upon Agent (although Agent is not authorized to accept service of process on behalf of the Owner), or the occurrence of any casualty loss, injury or damage on or about the Project;

Agent shall fully comply and cause its employees to fully comply, with all applicable laws in connection with this Agreement and the performance of its obligations hereunder, including all federal, state and local laws, ordinances and regulations relative to the leasing, use, operation, repair and maintenance of the Project and the operations of Agent, including without limitation, laws prohibiting discrimination in housing, employment laws (including those related to unfair labor practices), laws regarding tenant security deposits and laws regarding the storage, release and disposal of hazardous materials, and toxic substances, including without limitation, asbestos, petroleum and petroleum products.

Agent agrees that it shall not, and shall cause its employees to not, cause any hazardous materials or toxic substances, to be stored, released or disposed of on or in the Project except as may be incidental to the operation of the Project (e.g., cleaning supplies, fertilizers, paint, pool supplies and chemicals) and then only in complete compliance with all applicable laws and regulations and in conformity with good property management. If (i) there is a violation of applicable laws regarding the storage, release and disposal of such hazardous materials, or toxic substances, or (ii) Agent reasonably believes that the storage, release or disposal of any hazardous material, petroleum

product, or toxic substances, could cause liability to the Owner, including any releases caused by tenants, third parties or employees, on the Project, Agent shall notify Owner immediately.

Subject to the requirements under Code Section 42, the Agent agrees that the Project shall be offered to all prospective tenants on a nondiscriminatory basis without regard to race, color, religion, sex, family status, handicap or national origin in accordance with applicable law.

SECTION 15 INSURANCE AND TAXES

15.1 INSURANCE

Owner shall obtain and keep in force adequate insurance as set forth in the Lease Agreement and Subrecipient Agreement for this Project. Agent shall carry, keep and maintain at all times the types of insurance and in the minimum amounts specified in Exhibit B. Agent shall be named as an additional insured on all liability insurance maintained with respect to the Project. The Owner's Commercial General Liability insurance policy shall be endorsed to include as additional insured the Agent. Owner and Agent agree to furnish each other with certificates evidencing such insurance or with duplicate copies of such policies within ten (10) days of the execution of this Agreement. If Owner or Agent fail to do so, the other party may, but shall not be obligated to, place said insurance and charge the cost thereof to the other party or deduct the cost thereof from the Operating and Reserve Accounts or amounts due to Agent hereunder as the case may be. Said policies shall provide that notice of default or cancellation shall be sent to Agent as well as Owner and shall require a minimum of thirty (30) days written notice to Agent before any cancellation or non-renewal of said policies. Agent also agrees at Owner's request to provide to Owner, at no expense to Owner except for the actual insurance premiums, all of the aforementioned insurance coverage required by the terms of this Agreement.

15.2 TAXES

Owner shall be responsible for monitoring all real estate and personal property taxes for the Project (unless the Owner otherwise directs Agent in writing) and for conducting any tax appeals to appropriate authorities. Agent shall promptly forward all tax bills and notices to Owner or mortgage lender but Agent shall account for, administer and pay all tax bills and escrows pursuant to the Initial Operating Budget or Approved Budget unless otherwise directed by Owner. The Agent will be responsible for submitting the annual real property tax exemption request for the Project to the City and County of Honolulu.

SECTION 16 AGENT ASSUMES NO LIABILITY

Agent assumes no liability whatsoever for any acts or omissions of Owner, or any previous Owners of the Project, or any previous management or other agent of either. Agent assumes no liability for any failure or default by any tenant in the payment of any rent or other charges due Owner or in the performance of any obligations owed by any tenant to Owner pursuant to any rental agreement or otherwise, provided Agent has complied with its own obligations with respect to such tenant as set forth hereunder. Nor does Agent assume any liability for previously unknown violations of environmental or other regulations which may become known during the period this Agreement is in effect. Any such regulatory violations or hazards discovered by Agent shall be brought to the attention of Owner in writing. Agent shall act prudently as a professional property manager; however, it is understood and agreed that Agent is not a guarantor of the Project achieving positive net cash now.

SECTION 17 FEES FOR LEGAL ADVICE

Owner shall pay reasonable expenses incurred by Agent in obtaining legal advice in the ordinary course of business regarding compliance with any law affecting the Project or activities related to them. Agent shall obtain Owner's prior written approval to obtain such legal services.

Owner shall pay Agent's expenses, costs, fees, fines, liabilities, penalties or judgments (including Agent's reasonable costs of defense) arising out of or in the course of Agent's management and leasing of the Project involving an alleged violation by Agent of any law pertaining to environmental protection or fair housing unless such violation arises out of or as a result of the Agent's negligence, fraud or willful misconduct or failure to act, or Agent's notice of any such violation. Owner may manage and select counsel for defense of any such violation, which counsel must be satisfactory to Agent, and Agent shall fully cooperate with Owner and Owner's counsel in the defense thereof. The terms of this provision shall survive termination of this Agreement.

SECTION 18 AGENT'S COMPENSATION AND EXPENSES

As compensation for the services provided by Agent under this Agreement (in addition to the reimbursement of expenses to which Agent is entitled hereunder), Owner shall pay Agent as follows: percent (%) of the monthly gross receipts from the Project, payable by the 10th day of the succeeding month for the duration of this Agreement. The percentage amount set forth in above shall be based upon the total gross receipts from the Project during the preceding month. The term "gross receipts" shall be deemed to include all rents and other income and charges from the normal operation of the Project, including, but not limited to, rents, parking fees, laundry income, and other miscellaneous income but not including any security deposits or interest income. Gross receipts shall not be deemed to include income arising out of the sale of real property or the settlement of fire or other casualty losses and items of a similar nature. If the first or last month of the Agreement is not a complete calendar month, the management fee for such month shall be calculated on the basis of gross receipts for the entire month and the amount payable for such month shall then be prorated based on the number of days during such month the Agreement was in effect.

Agent's compensation is inclusive of all of Agent's services, which Agent shall perform under this Agreement, including but not limited to Sections 3, 4, 6, 8 and 9, and Agent's overhead and profit.

SECTION 19 REPRESENTATIONS

19.1 REPRESENTATIONS OF AGENT

Agent represents, warrants, covenants and agrees that:

- a. it has the authority to enter into and to perform this Agreement, to execute and deliver all documents relating to this Agreement, and to incur the obligations provided for in this Agreement;
- b. when executed, this Agreement, together with all documents executed pursuant hereto, shall constitute the valid and legally binding obligations of the Agent enforceable in accordance with its terms;
- c. Agent has all necessary licenses, consents and permissions to enter into this Agreement, manage the Project, and otherwise comply with any conditions or requirements set out in any such licenses, consents and permissions, and shall at all

19.2. REPRESENTATIONS OF OWNER

Owner represents and warrants, that:

- a. Owner has the authority to enter into and to perform this Agreement, to execute and deliver all documents relating to this Agreement, and to incur the obligations provided for in this Agreement; and
- b. when executed, this Agreement, together with all documents executed pursuant hereto, shall constitute the valid and legally binding obligations of Owner in accordance with its terms.

SECTION 20 STRUCTURAL CHANGES

Owner expressly withholds from Agent any power or authority to make any structural changes in any building, or to make any other major alterations or additions in or to any such building or to any equipment in any such building, or to incur any expense chargeable to Owner other than expenses related to exercising the express powers vested in Agent through this Agreement, without the prior written consent of Owner.

However, such repairs as may be required because in an emergency (as described in Section 10.2 hereon) shall be authorized pursuant to Section 10.2 of this Agreement, and Agent shall immediately notify Owner in writing.

SECTION 21 BUILDING COMPLIANCE

Provided that Owner provides necessary funds and instructions to Agent in accordance with this Agreement, Agent shall manage, operate and maintain the Project in accordance with such conditions and requirements;

- a) During the term of this Agreement, Agent will be a duly registered business organization under the laws of the State of Hawaii, and shall have full power and authority to manage the Project, and otherwise comply with and perform Agent's obligations and duties under this Agreement;
- b) The Project shall be managed in a manner to satisfy all restrictions, including tenant income and rent restrictions, applicable to projects generating Tax Credits;
- c) Agent shall comply with any requirements under applicable environmental laws, regulations and orders which affect the Project;

- d) If applicable, the Agent shall cause the Project to be operated in a manner so that all requirements shall be met which are necessary to obtain or achieve (i) compliance with the Minimum Set-Aside Test, the Rent Restriction Test, and any other requirements necessary for the Project to initially qualify, and to continue to qualify, for Tax Credits, including all applicable requirements set forth in the Regulatory Agreement and the Extended Use Agreement, (ii) issuance of IRS Forms 8609, and (iii) issuance of all necessary permanent unconditional certificates of occupancy, including all governmental approvals required to permit occupancy of all the dwelling units in the Project;
- e) Agent shall manage the Project upon Substantial Completion so that (i) no less than eighty percent (80%) of the gross receipts from the Project in every year is rental income from or with respect to dwelling units in the Project used to provide living accommodations not on a transient basis and (ii) the rental of all dwelling units in the Project complies with the tenant income limitations and other restrictions under the Rent Restriction Test as set forth in the Regulatory Agreement and the Project Loan documents; and
- f) Agent shall familiarize itself with governing documents, including but not limited to partnership and loan documents for the Reserve for Replacements and comply with the requirements of the Reserve for Replacements. In connective therewith, Agent shall utilize the Reserve Fund for Replacements only after the satisfaction in full of the obligation of the Owner's general partner (or managing member or similar entity, as applicable) to make operating deficit loans to the Owner pursuant to the terms of the Partnership Agreement. If applicable, withdrawals from the Reserve for Replacements shall be subject to the approval of the Owner, the Owner's special limited partner, the State of Hawaii Housing Finance and Development Corporation and the Owner's mortgage lender in their sole discretion; and
- g) If applicable, the Agent shall be familiar with the requirements of the Code, the Extended Use Agreement and the State of Hawaii compliance requirements. Furthermore, Agent shall cooperate with the Owner and the State of Hawaii in connection with any compliance monitoring procedures or Internal Revenue Service audits with respect to the Project and Agent will provide training to its staff regarding such compliance monitoring.

SECTION 22 TERMINATION

22.1 NORMAL TERMINATION BY EITHER PARTY

Prior to the end of the Initial Term or any additional month to month extension, as provided in paragraph 1.3, this Agreement shall terminate upon the giving by either party to the other of thirty (30) days' written notice, in which case this Agreement shall terminate on the later of (a) the date thirty (30) days after such written notice is given, or (b) the date set forth in such notice for termination of this Agreement. If this Agreement shall not renew, Owner shall not have any obligation to pay Agent any termination or non-renewal compensation or penalty.

22.2 TERMINATION FOR CAUSE

Notwithstanding the foregoing, this Agreement shall terminate in any event, and all obligations of the parties hereunder shall cease (except as to liabilities or obligations which have accrued or arisen prior to such termination, or which accrue pursuant to paragraph 22.3 as a result of such termination, and obligations to insure and indemnify), upon the occurrence of any of the following events:

(a) **BREACH OF AGREEMENT** - Thirty (30) days after the receipt of notice by either party to the other specifying in detail a material breach of this Agreement, other than as set forth in paragraphs (c), (d), (e) or (f) below (for which no notice shall be required), if such breach has not been cured within said thirty (30) day period; or if such breach is of a nature that it cannot be cured within said thirty (30) day period but can be cured within a reasonable time thereafter, if efforts to cure such breach have not commenced and/or such efforts are not proceeding and being continued diligently both during and after such thirty (30) day period prior to the breach being cured. However, the breach of any obligation of either party hereunder to pay any monies to the other party under the terms of this Agreement shall be deemed to be curable within thirty (30) days after the receipt of written notice.

(b) **FAILURE TO ACT, ETC.** - In the event that any insurance required of Owner is not maintained without any lapse, or it is alleged or charged that the Project, or any portion thereof, or any act or failure to act by Owner, including Owner's agents and employees, if any, other than Agent and Agent's employees hereunder with respect to the Project, fails to comply with any law or regulation, or any order or ruling of any public authority, and Agent, in its sole discretion, considers that the action or position of Owner and its representatives with respect thereto may result in damage or liability to Agent, or disciplinary proceeding with respect to Agent's license, or Owner fails to approve and fund Agent's requests under Section 10.2, Agent shall have the right to terminate this Agreement at any time by the giving of not less than ten (10) days written notice to Owner of its election to do so, which termination shall be effective upon the expiration of ten (10) days after the date of service of such notice or any longer period as may be prescribed in such notice. Such termination shall not release the indemnities set forth herein.

(c) **EXCESSIVE DAMAGE** - Upon the destruction of or substantial damage to the Project by any cause, or the taking of all or a substantial portion of the Project by eminent domain, in either case making it impossible or impracticable to continue operation of the Project.

(d) **MATERIAL BREACH OF AGREEMENT** - Negligence, willful misconduct, criminal fraud or any other material breach of this Agreement,

(e) **ASSIGNMENT** - Assignment of this Agreement by either party without the written consent of the other party other than as set forth in Section 31 and Section 32.

(f) **RECAPTURE EVENT** - The occurrence of a Recapture Event as a result of any act or omission of Agent. "Recapture Event" means the failure of the Project to be a "qualified low-income housing project" (as defined in Section 42(g)(1) of the Code) or the failure of any designated low-income dwelling unit of the Project to be a "low-income unit" (as defined in Section

42(i)(3) of the Code) as a result of which all or a portion of the Low Income Housing Tax Credit attributable to the Owner under Section 42 is subject to recapture pursuant to thereof, unless a shorter period is provided under this Section 22.2.

Section 42(j) of the Code and any of the partners of the Owner are subject to increased tax due to any "credit recapture amount" (as defined in Section 42(j)(2) of the Code).

(g) **DECREASE IN INCOME** - Owner may terminate this Management Agreement after thirty (30) days written notice from Owner to Agent in the event that the Project's income is decreased as shown on the Initial Operating Budget or Approved Budget by ten percent (10%) or more of the Project's budgeted expenses are exceeded by ten percent (10%) or more for a period of ninety (90) continuous days. Owner may not cancel this Management Agreement under this paragraph in the event the Project's income decreases by more than ten percent (10%) in the event of a disaster (fire, tornado, earthquake, hurricane, or flood) or a major economic event such as a publicly acknowledged economic recession, either nationwide or local, or other adverse events, such as the closing of a major business, manufacturing plant, or military base in the immediate area, or upon the advent of war.

Notwithstanding the foregoing, it is understood and agreed that no notice shall be required in the event of the occurrence of any of the events described in paragraphs (e) through (f) hereof to affect the immediate termination of this Agreement.

(h) Agent otherwise fails to comply with the terms of Section 6 hereof.

(i) In the event that the Managing agent does not adequately perform their responsibilities, the Owner may terminate the Agreement and replace the Managing agent. The Owner reserves the right to terminate the Agreement immediately or within a period of not more than thirty (30) calendar days by issuance of written letter. Should the Agreement be cancelled, the Managing agent shall turn over to the Owner all project's cash, trust accounts, investments, and all records within thirty (30) days after the date the Management Agreement is terminated.

22.3 TERMINATION COMPENSATION

Except as otherwise provided herein below, if (i) Owner terminates this Agreement before the end of the Initial Term as provided in paragraph 22.1 above for any reason other than for a breach by Agent under paragraph 22.2(a), (c), (d), (e), (f), (g), (h) or (i) above, or (ii) if during the Initial Term, Agent terminates this Agreement for a breach by Owner under paragraph 22.2(a) above or pursuant to the provisions of paragraphs 22.2(b) above, or if termination occurs pursuant to Section 22.2(e) by assignment of Owner, then in any such event, Owner shall be obliged to pay Agent as compensation an amount equal to the management fee earned by Agent, as determined under paragraph 18 above, for the period prior to the termination. Agent shall not be entitled to any fees relating to the period after the date of termination of this

Agreement. Any amounts accruing to Agent prior to such termination, including reimbursement for Project's expenses paid by Agent out of its funds, shall be due and payable upon termination of this Agreement. To the extent that funds are available, such sums shall be payable from the Operating and Reserve Accounts. Any amount due in excess of the funds available from the Operating and Reserve Accounts shall be paid by Owner to Agent upon demand. The compensation otherwise payable to Agent pursuant to this Section 22.3 shall be payable in the event that the Agent is terminated by Owner for breach of this Agreement or if the Project is foreclosed upon and title to the Project is taken away from Owner by operation of law or court order. Agent shall, however, be entitled to the compensation provided in this Section 22.3 in the event the Owner sells or transfers title to the Project.

22.4 OWNER RESPONSIBLE FOR PAYMENTS

Upon termination of this Agreement, Owner shall remain liable for obligations of any contract or outstanding bill executed by Agent in accordance with the terms of this Agreement for and on behalf of Owner and including payment of all unpaid bills. In addition, Owner shall furnish Agent security in an amount satisfactory to Agent, against any obligations or liabilities, which Agent may have properly incurred, on Owner's behalf under this Agreement. Nothing contained herein shall be construed to imply any obligation (or to provide security thereof) with respect to any liabilities incurred by Agent in violation of this Agreement or to imply any obligation on any party succeeding to Owner as a result of foreclosure or deed-in-lieu of foreclosure for any such obligations of Owner.

Agent may withhold funds for forty-five (45) days after the end of the month in which this Agreement is terminated, in order to pay bills previously incurred but not yet invoiced and to close accounts. Agent shall deliver to Owner, within forty-five (45) days after the end of the month in which this Agreement is terminated, any balance of monies due Owner or of tenant security deposits, or both, which were held by Agent with respect to the Project, as well as a final accounting reflecting the balance of income and expenses with respect to the Project as of the date of termination or withdrawal and all records, contracts, rental agreements, receipts for deposits, and other papers or documents which pertain to the Project. In such event, unless otherwise requested in writing by Owner, Agent will continue to perform its obligations hereunder and in accordance herewith for the remainder of the transition of management.

22.5 TERMINATION UPON WITHDRAWAL OR REMOVAL OF OWNER'S GENERAL PARTNER OR FORECLOSURE

This Agreement is subject to immediate termination upon:

- (a) the withdrawal or removal of Owner's general partner, if applicable; or
- (b) foreclosure, deed/assignment-in-lieu of foreclosure or the appointment of a

receiver in anticipation of foreclosure at the option of the foreclosing entity, the recipient of the deed/assignment in lieu of foreclosure or the receiver; provided, however, that if this Agreement is not terminated within ninety (90) days after the institution of foreclosure proceedings or the delivery of the foreclosure deed (at the option of the foreclosing entity), the delivery of the deed/assignment in lieu of foreclosure or the appointment of the receiver, this Agreement can thereafter be terminated only upon thirty (30) days written notice of such successor Owner or receiver or as otherwise permitted by this Agreement. If this Agreement is terminated under this provision, Agent immediately shall surrender possession of the Project, and any funds or documents in its possession effective on delivery of written notice from such foreclosing entity. Whether or not this Agreement is terminated pursuant to this Section 22.5, in no event shall any foreclosing entity, recipient of a foreclosure deed/assignment or deed/assignment-in-lieu of foreclosure or receiver be responsible or liable for any obligation of the Owner under this Agreement, including, without limitation, any obligation of Owner under Sections 13, 17, 18, 22 or 24 hereof; provided, however, nothing contained herein shall impair the ability of Agent to exercise of any rights of offset contained in this Agreement.

If this Agreement shall be terminated pursuant to this Section 22.5, Agent shall be entitled to compensation pursuant to Section 18 above up to the date of termination provided that if the period between the end of the last full month and the date of termination is not a complete calendar month, the management fee for such month shall be calculated on the basis of gross receipts for the entire month and the amount payable for such month shall then be prorated based on the number of days during such month the Agreement was in effect.

22.5 DELIVERY OF PREMISES UPON TERMINATION

Immediately after termination of this Agreement for any reason, Agent shall deliver to or as directed by Owner all funds, checks, keys, rental files, books and records and other Confidential Information (as defined below) to Owner. Immediately after termination, Agent shall leave the Project and cause its employees to leave the Project without causing

any damage thereto. Under no circumstances shall any default by Owner give rise to any lien on the Project or give rise to a right of Agent to stay on the Project after the date of termination. Termination of this Agreement under any of the provisions of this Agreement shall not release either party as against the other from liability for failure to perform any of its duties or obligations as expressed herein and required to be performed prior to such termination. Agent agrees to cooperate with Owner in the obligations set forth in this Section 22.6.

22.1 FINAL ACCOUNTING UPON TERMINATION

To the extent not otherwise provided in this Section 22, upon termination of this Agreement for any reason, at Owner's expense, Agent shall, as soon as practical, but not to exceed thirty (30) days, deliver to Owner all records, books, accounts, contracts, rental agreements, receipts for deposits, unpaid bills and other papers or documents which pertain to the Project. In addition, Agent shall deliver;

(a) A final accounting, reflecting the balance of income and expenses on the Project as of the date of termination, to be delivered as soon as practical, but not to exceed thirty (30) days after such termination;

(b) Any balance or monies of Owner and tenant security deposits, held by Agent with respect to the Project, to be delivered immediately, less amounts properly due Agent; and

(c) All records, contracts, rental agreements, receipts for deposits unpaid bills and other papers or documents which pertain to the Project, including, without limitation, all documents, certificates and other papers in connection with the Project's compliance with the requirement of Section 42 of the Code to be delivered immediately.

SECTION 23 CONFIDENTIALITY

a. Preservation of Confidentiality. In connection with the performance of obligations hereunder, Agent acknowledges that it will have access to "Confidential Information" (as defined below). Agent shall treat such Confidential Information as proprietary to Owner and private, and shall preserve the confidentiality thereof and not

disclose, or cause or permit its employees, agents or contractors to disclose, such Confidential Information. Notwithstanding the foregoing, Agent shall have the right to disclose Confidential Information if and only to the extent it is required by court order to disclose any Confidential Information. "Confidential Information" shall mean the books, records, business practices, methods of operations, computer software, financial models, financial information, policies and procedures, and all other information relating to Owner and the Project (including any such information relating to the Project generated by the Agent), which is not available to the public. If Agent or anyone to whom Agent transmits Confidential Information pursuant to this Agreement becomes legally compelled to disclose any of the Confidential Information, Agent shall provide Owner with prompt notice thereof so that Owner may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained by Owner or Owner waives compliance with the provisions of this Agreement, Agent shall furnish or cause to be furnished only that portion of the Confidential Information which Agent is required by contract to furnish, and will exercise commercially reasonable efforts to obtain reliable assurances that confidential treatment is accorded the Confidential Information so furnished.

b. Property Right in Confidential Information. All Confidential Information shall remain the property of Owner and Agent shall have no Ownership interest therein.

SECTION 24 INDEMNIFICATION SURVIVES TERMINATION

All indemnity obligations set forth herein, all confidentiality obligations, representations and warranties of the parties contained herein shall survive the termination of this Agreement. If Owner is or

becomes involved in any proceeding or litigation by reason of Agent's actions or failure to act, such provisions contained herein with respect to such proceeding or litigation shall apply as if this Agreement were still in effect.

SECTION 25 HEADINGS

All headings and subheadings employed within this Agreement are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

SECTION 26 FORCE MAJEURE

Any delays in the performance of any obligation of Agent or Owner under this Agreement shall be excused to the extent that such delays are caused by wars, national emergencies, natural disasters, strikes, labor disputes, utility failures, governmental regulations, riots, adverse weather, and other similar causes not within the control of Agent or Owner, and any time periods required for performance shall be extended accordingly.

SECTION 27 COMPLETE AGREEMENT

This Agreement, including any specified attachments, constitutes the entire agreement between Owner and Agent with respect to the management and operation of the Project and supersedes and replaces any and all previous management agreements oral or written entered into and/or negotiated between Owner and Agent relating to the Project covered by this Agreement. No change to this Agreement shall be valid unless made by either a subsequent or contemporaneous supplemental written agreement executed and approved by Owner and Agent. Except as otherwise provided herein, any and all amendments, additions or deletions to this Agreement shall be null and void unless approved by Owner and Agent in writing. If any addenda are attached to this Agreement and have been signed by the Owner and Agent, such addenda, to the extent that they conflict with any provision of this Agreement, shall control. Each party to this Agreement hereby acknowledges and agrees that the other party has made no warranties, representations, covenants or agreements, express or implied, to such party, other than those expressly set forth herein, and that each party, in entering into and executing this Agreement, has relied on no warranties, representations, covenants or agreements, express or implied, to such party, other than those expressly set forth herein.

SECTION 28 RIGHTS CUMULATIVE: NO WAIVER

No right or remedy herein conferred upon or reserved to either of the parties to this Agreement is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be

cumulative and in addition to any other right or remedy given under this Agreement or now or hereafter legally existing upon the occurrence of an event of default under this Agreement. The failure of either party to this Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy as provided in this Agreement, shall not

impair any such right or remedy or be construed as a waiver or relinquishment of such right or remedy with respect to subsequent defaults. Every right and remedy given by this Agreement to the parties to it may be exercised from time to time and as often as maybe deemed expedient by those parties.

SECTION 29 APPLICABLE LAW AND PARTIAL INVALIDITY

The execution, interpretation and performance of this Agreement shall in all respects be controlled and governed by the laws of the State of Hawaii.

SECTION 30 NOTICES

No notice or other communication shall be deemed given unless sent in the manner, and to the persons, specified in this Article. All notices and other communications hereunder shall be in writing and shall be deemed given (a) upon receipt if delivered personally (unless subject to clause (b)) or five (5) business days after having been deposited in the United States mail, postage prepaid, by registered or certified mail, (b) at noon on the date after dispatch if sent by overnight courier or (c) upon the completion of transmission (which is confirmed telephonically by the receiving party) if transmitted by telecopy or other means of facsimile which provides immediate or near immediate transmission to compatible equipment in the possession of the recipient, and in any case to the parties at the following addresses or telecopy numbers (or at such other address or telecopy number for a party as will be specified by like notice):

If to Owner:

Attention: Facsimile
Number:

With a Copy to:

If to Agent:

Management Agreement
Project:
Owner:
Agent:
Page 41

Attention: (or successor)
Facsimile Number:

SECTION 31 AGREEMENT BINDING UPON SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties hereto and their respective personal representatives, heirs, administrators, executors, successors and assigns. Agent shall not assign this Agreement without the prior written consent of Owner:

SECTION 32 EXCULPATION

Notwithstanding any provisions of this Agreement to the contrary neither Owner, nor any of the officers, directors, shareholders, employees, agents, trustees or representatives of Owner shall be liable, accountable or subject to any suit for any of the costs, expenses, and liability arising directly or indirectly, out of the Owner's failure or refusal to satisfy its obligations hereunder or out of the transactions contemplated by this Agreement. Agent agrees to look solely to Owner's interest in the Project and no other assets of Owner or any officer, director, shareholder, partner, employee, agent, trustee or representative of Owner shall be subject to levy, execution or other procedures for the satisfaction of Agent's remedies for the breach of any of Owner's covenants or obligations herein.

SECTION 32 COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or same counterparts. Duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled in one document

IN WITNESS WHEREOF, the parties hereto have affixed or caused to be affixed their respective signatures this _____th day of _____, 202__.

Management Agreement

Project:

Owner:

Agent:

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OWNER: Catholic Charities Housing Development Corporation, a Hawaii nonprofit corporation

By: _____
Its: President

By: _____
Its: Treasurer

AGENT:

By: _____
Title

By: _____
Title

PROJECT DOCUMENTS

Owner will provide to Managing agent on or before the commencement date of the Contract.

OTHER DOCUMENTS

A copy of the deed/lease transferring title of the Project to Owner.

Rent rolls for the most recent month setting forth, with respect to each dwelling unit, the following information (a) the name of the current tenant; (b) the commencement date of or the occupancy of the tenant under the rental agreement; (c) the expiration date of the current term of the rental agreement; (d) the rent payable under the rental agreement, including reference to any balance due; (e) the amount of the security deposit, if any; (f) vacant dwelling units; and (g) unexpired rent concessions, if any.

The Owner's Title Policy and copies of any documents referred to therein as exceptions to and any documents recorded against the Project subsequent to the date of the Owner's Title Policy.

A list of all vendor payables as of the Effective Date, including vendor addresses, telephone; numbers, invoice numbers, amount of invoice, date of invoice and due date.

Copies of all invoices that are on the above-referenced payable list.

A list of delinquent accounts, including the due date and the number of days delinquent through the Effective Date.

A list of all buildings with corresponding building numbers, the number of dwelling units in each building, the address of each dwelling unit (if the address changes by building), the type of each Unit (e.g., one bedroom, two bath).

A list of the current market rate for each dwelling unit

Utility bills for the most recent month prior to the Effective Date or a list of utility vendors, vendor's addresses, and account numbers for "house" accounts.

A detailed list of each employee at the Project, including the employee's salary, bonus, unit concessions and other employee benefits,

A real property and improved property tax certificate for the two (2) years prior to the Effective Date or evidence of a property tax exemption, if applicable,

An inventory of all personal property owned by Owner and/or located on the Project. All tenant files for tenants currently occupying the Project.

All documentation with respect to inspections or violations of applicable laws, ordinances and regulations (past and present).

A certificate of occupancy for each building on the Project. All engineering and environmental reports.

All surveys, plans, specifications and similar documentation. All appraisals of the Project.

All service contracts, non-residential leases, licenses, permits and warranties currently in effect, including any tenant services agreements.

All maintenance records and operating manuals, Balance sheet as of the Effective Date,

Owner's organizational documents including its general partner(s), if any, including certificate of good standing from the state where the entity is organized and the state where the entity is operating (if different).

Tax Identification Number - Letter from IRS acknowledging same.

List and copies of property general liability, excess liability and property insurance with current carrier(s), including insurance agent contact information, insurance carrier's contact information, policy numbers, premium finance account numbers) and installment schedules. Information as to status of current premiums and direction for Agent's responsibility in maintaining policies.

Current bank statements for Owner's Operating Account.

Copies of a driver's license and social security card for each person who will be signing on the Operating Account on behalf of Owner.

A copy of the following documents: Loan

Agreement

Management Agreement

Project:

Owner:

Agent:

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Mortgage or Deed of Trust Promissory

Note

Security Agreement

Assignment of Leases

Loan Assumption Agreement

Appendix 11

Downtown-Chinatown Neighborhood Board No. 11 Meeting Minutes



DOWNTOWN – CHINATOWN NEIGHBORHOOD BOARD NO. 13

NEIGHBORHOOD COMMISSION OFFICE • 925 DILLINGHAM BOULEVARD, SUITE 160 • HONOLULU, HI, 96817
PHONE (808) 768-3710 • FAX (808) 768-3711 • INTERNET: <http://www.honolulu.gov/nco>

DRAFT REGULAR MEETING MINUTES

THURSDAY, AUGUST 4, 2022

6:00 P.M. HYBRID

Kapalama Hale

CALL TO ORDER: Chair Ernest Carvalho called the Downtown-Chinatown Neighborhood Board No. 13 meeting to order at 6:01 p.m. **Quorum was established with eight (8) members present.** Note: This nine-member Board requires five (5) members to establish quorum and to take official Board action.

Members Present: Robert Armstrong, Ernest Carvalho, Sean Fitzsimmons, Ara Laylo, Kevin Lye, Lori McCarney, Chu Lan Shubert-Kwock, Laura Sturges, and Kevin McDonald (6:22 p.m.).

Members Absent: None.

Guests: Deputy Fire Chief Jason Samala, Captain Sean Arakaki (Honolulu Fire Department); Lieutenant Arnold Sagucio (Honolulu Police Department); Iris Oda (Board of Water Supply); Director Lori Kahikina, Harry Cho, Joey Manahan, Johnny Reid (Honolulu Authority for Rapid Transportation); CEO Gregory Dunn (Hawaii Theatre Center); Isaiah Sato, Christine Camp (R.M. Towil Corporation); Michael Magaoay (Catholic Charities Hawaii); Kathleen Merriam (Out of Darkness Walk); Director Sandra Pohl (Downtown Art Center); Mark Hashem (Hocking Building LLC); Johnson Pham (Congressman Case's Office); Deputy Director Ian Santee (Mayor Blangiardi's Representative); Lynell Yuu (Councilmember Fukunaga's Office); Senator Karl Rhoads; Greg Payton (Mental Health Kokua); Patrick Watson (Honua Consulting Company); Beth England, Willis Moore, Traci Toguchi, Connie Yu-Pampalone, Noe Tanigawa, Steven Kothenbeutel, Marlene De Costa, Rick Keene, Dan Mestas, Cassie Ordonio, Greg Kawakami, Alec Harrison, Nestor Garcia (Residents); Executive Secretary Lloyd Yonenaka, Deputy Dylan Whitsell, and Dylan Buck (Neighborhood Commission Office). **Note: Name was not included in not legible. There were 52 total attendees.**

PUBLIC SAFETY REPORTS

Honolulu Fire Department (HFD): Captain Arakaki reported the following.

- July 2022 Statistics: There were three (3) nuisance fires, nine (9) activated alarms (no fire), 102 medical emergencies, four (4) motor vehicle collisions, and one (1) hazardous materials incident.
- Safety Tip: Back to School & Kupuna safety tips include implementing fire and fall safety practices. Visit <https://fire.honolulu.gov/> to learn more.

Questions, comments, and concerns followed.

1. Community Meeting: Lye asked if HFD Fire Station 1 can pledge to hold a community meeting in the near future about the potential relocation of Station 1 and Captain Arakaki responded that he will follow up on it. Deputy Fire Chief Samala responded that there are currently no plans to relocate Fire Station 1.
2. Kamali'i Mini Park: Laylo asked and Deputy Fire Chief Samala responded that the prior administration acquired the park to hopefully expand the footprint of Fire Station 1, but the layout currently does not fit the needs of Fire Station 1 so HFD is working with other City departments to find a better suitable use for the park. Laylo asked and Deputy Fire Chief Samala responded that HFD does not have any plans to revitalize the park, but they are working with the Department of Parks and Recreation (DPR) to maintain it.
3. Historic Building: Armstrong commented that HFD is allowed to modify Fire Station 1, but because it is classified as a historic building there are specific limitations in place to maintain the historic nature.

Honolulu Police Department (HPD): Lieutenant Sagucio reported the following.

- July 2022 Statistics: There were 10 motor vehicle thefts, six (6) burglaries, 36 thefts, 17 unauthorized entry into motor vehicle (UEMV), 41 assaults, three (3) sexual assaults, one (1) graffiti case, four (4) drug offense cases, and 2,356 total calls for service.
- Safety Tip: Refrain from speeding on roadways, as 33% of all traffic fatalities were the result of speeding.

Questions, comments, and concerns followed.

1. Criminal Activity: Shubert-Kwock reported multiple crimes that occurred recently as well as the gathering location of the potential suspects.
2. Homeless Transportation: Lye asked and Lieutenant Sagucio responded that HPD is not transporting homeless individuals to Kailua because that is illegal.
3. Encampments along Iwilei Road: Lye raised concerns with the growing number of homeless encampments set up along Iwilei Road which block the entire sidewalk and asked what HPD do to resolve this issue. Lieutenant Sagucio responded that the area of concern is under HPD District V jurisdiction, but HPD would request that Sidewalk Nuisance Ordinance/Stored Property Ordinance (SNO/SPO) Officers conduct enforcements at the location.

NEW BUSINESS / PRESENTATIONS

Honolulu Authority for Rapid Transportation (HART) Latest Updates: Director Lori Kahikina presented on the Honolulu Rail Transit Projects updates, which can be found at:

<https://drive.google.com/drive/folders/1LEZ6qECNtCKzuiEqRjqKUjBaVOyhfg9H>. HART submitted the 2022 Recovery Plan to the Federal Transit Administration (FTA) on Friday, June 3, 2022 and is currently under review by the FTA. The Recovery Plan included proposed amendments to the FTA's Full Funding Grant Agreement (FFGA) scope: (1) truncated system with temporary terminus at the Civic Center Station which is 1.25 miles and two stations short of Ala Moana Transit Center, and (2) the deferral of the Pearl Highlands Parking Garage (Bus Transit Center & H-2 Access Ramp will be built as planned). The overall plan to reach Ala Moana Transit Center does not and will be completed in a separate phase. A new technical issue of "hammerhead" cracks on some of the guideway columns has been identified and the path moving forward is to review the hammerhead cap design calculations, confirm that loads provided by the station designer were accounted for in HNTB's design, and check records to confirm that station contractors did not exceed the construction loads provided to HNTB. The next Downtown Utility Relocations meeting is scheduled for Wednesday, August 10, 2022 at 6:00 p.m. To receive Downtown Utility Relocations project updates: <http://eepurl.com/h1g2W5>. To sign-up for HART newsletter: <https://honolulutransit.org/media/ebblast/>. For more information visit: <https://honolulutransit.org/>

Questions, comments, and concerns followed.

1. Investigation: McDonald commented that the Rail Project was sold to the people of Oahu for \$4 billion and it is now projected that the truncated project will cost about three (3) times that amount, and asked who the people of Oahu can hold accountable. Director Kahikina responded that she is new to HART and her goal is to correct the project and do what is right for the taxpayers, and added that there are two (2) active federal investigations.
2. Frogs: Armstrong asked and Director Kahikina responded that when she joined HART the wheels for the train cars did not fit the tracks because the tracks and the cars were not purchased by the same entity.
3. Chinatown Station: Shubert-Kwock asked and Director Kahikina responded that the Chinatown Rail Station design will be up to the design-build contractor and that City Center Guideway Station Contract will be awarded in 2023. McCarney requested that the Downtown Rail Station design plans be shared with this board when they become available in addition to the Chinatown Rail Station.
4. Cracks: Lye asked and Director Kahikina responded that HART will ensure that the cracks are repaired and the system is safe before loading any passengers. Mestas raised his concerns with the location of the foundation cracks in the rail system and urged the significant of accelerating these repairs. Director Kahikina agreed that repairing these cracks are of the utmost importance to HART.
5. Deficit: Lye asked and Director Kahikina responded that the Rail is expected to run on a deficit, similar to the City's public bus service.

Hawaii Theatre 100th Birthday Celebration and Stage Performance of "Through the Years": Gregory Dunn (President and CEO of Hawaii Theater Center) presented the following. The Hawaii Theatre turns 100 years old on Tuesday, September 6, 2022 but the centennial celebration will be held on Saturday, September 10, 2022. The Hawaii Theatre Center applied for a street closure permit that would close Bethel Street between Hotel Street and Pauahi Street for most of the day and night to hold multiple ceremonies and performances.

Questions, comments, and concerns followed.

1. Hawaii Theatre Achievements: Laylo asked and CEO Dunn responded that over the past several months the Hawaii Theatre was able to reopen post-covid, welcomed over 10,000 students to their Children's Education Program, hosted artist residencies, and most recently the 5th local artist is being recognized nationally in New York.
2. Moon Festival: Shubert-Kwock commented that the Chinatown Improvement District (CID) has been working with local business to pass out lanterns for the Moon Festival on Saturday, September 10, 2022 and CEO Dunn responded that he has been working closely with CID.

3. Open House: Armstrong asked that the Hawaii Theater Center hold open houses for the community to visit the theatre as it has been closed for over two (2) years due to Covid-19.

Catholic Charities Housing Development Corporation on Fort Street Mall Mixed-Use Development: Isaiah Sato (R.M. Towill Corporation), Michael Magaoay and Christine Camp (Catholic Charities) presented on the Fort Street Mall Affordable Senior Rental Housing project, which can be found at:

<https://drive.google.com/drive/folders/1LEZ6qECNtCKzuiEqRiqKUjBaVOyhfg9H>. The applicant is Catholic Charities Housing Development Corporation (CCHDC), and they propose to develop a 17-story affordable senior rental housing building with 66 affordable residential units, one (1) manager's unit, and approximately 15,000 sq.ft. of Catholic Charities Hawaii (CCH) administrative and program uses. CCH has grown into one of Hawaii's largest human services nonprofit organizations through over 40 programs and services statewide. CCHDC created the following senior residences: Meheula Vista (Oahu), Kahului Lani (Maui), and was just approved to begin Hale Pilina (Maui). CCHDC is requesting the following exemptions: density (FAR), loading stalls, bicycle stalls, lighting and ventilation, park dedication requirement, and permit/review/utility connection/facility fees.

Questions, comments, and concerns followed.

1. Demographics: Laylo asked and Sato responded that only seniors within the 30-60% AMI range will be allowed to apply and the surrounding area is very dense and walkable for this demographic. Armstrong asked and Sato responded that there are several projects with different AMI requirements and this project wanted to focus on the 30-60% AMI for seniors.
2. Public Facilities: Lye asked and Sato responded that there will not be any street-level facilities available to the general public.
3. Green Space: Lye asked and Sato responded that in order to reach the 30-60% AMI for seniors, CCHDC is asking for an exemption to the park dedication requirement. Armstrong asked and Sato responded that there will be some green space on the 4th level for the residents, and they will consider including an open space on the roof as well.
4. Inflation: Armstrong asked and Sato responded that all projects have been affected by inflation.
5. Bicycle Exemption: McCarney asked and Sato responded that the bicycle stall exemption was requested due to limited project space.
6. Window Exemption: Shubert-Kwock asked and Sato responded that the current design of the building does include windows on the North wall, but there is no opportunity for additional windows to be constructed on the East-West walls.

Out of Darkness Walk: Kathleen Merriam presented to the Board and asked for their support regarding the 'Out of Darkness' walk, which is sponsored by the American Foundation for Suicide Prevention. The event is scheduled to take place on Saturday, September 10, 2022 at 8:30 a.m. between Honolulu Hale and Frank F. Fasi Municipal Building. The walk will be a 1-mile loop, approximately. The event coordinators anticipate a crowd of about 300 people are not requesting any street closures.

Shubert-Kwock MOVED and Armstrong SECONDED the motion to support the Out of Darkness Walk scheduled for Saturday, September 10, 2022. Hearing no objections, the motion PASSED by Unanimous Consent.

HEART of Honolulu Street Festival: Sandra Pohl presented to the Board and asked for their support to regarding the HEART of Honolulu Street Festival. The festival is scheduled for Saturday, October 8, 2022 from 11:00 a.m. to 5:00 p.m. HEART stands for Heritage Entertainment Arts Restaurants & Theatres, and this will be the first HEART Street Festival in the last three (3) years due to Covid-19. The purpose of this street festival is for the community to rediscover how interesting our Chinatown Art District is and how walkable this neighborhood is. It will be a family friendly, day-time event with no liquor sales. The coordinators have applied for permits to close Nuuanu Avenue between King Street and Chaplain Lane. There will be about 10 nonprofit organizations setting up different activities for the public to participate in and a crowd of 500-800 people is expected.

Armstrong MOVED and Lye SECONDED the motion to support the HEART of Honolulu Street Festival scheduled for Saturday, October 8, 2022. Hearing no objections, the motion PASSED by Unanimous Consent.

Hocking Building LLC Draft Environmental Assessment (DEA) for Hocking Hale: Mark Hashem (Hocking Building LLC) presented on the Hocking Hale development project, which is an adaptive reuse for affordable housing and community center. The Hocking Building is over 100 years old and currently vacant, as the only recent tenant was First Hawaiian Bank and they permanently shut down their operations at this location during the Covid-19 pandemic. Using the oldest know photograph of the building from 1949, Hocking Building LLC will restore the building and rebuild

the original entryway. The three (3) existing floors will be able to create a total of 40 units: 23 studio, 8 single-bedroom, and 9 two-bedroom units. The Hocking Building LLC is working with several organizations to provide pop-up services to the residents such as workforce training, keiki reading, tax preparation, and computer training.

Questions, comments, and concerns followed.

1. Disclosure: Lye asked and Hashem disclosed that he is a State Representative in the Hawaii Kai-Kahala area and a licensed commercial real estate agent.
2. Updates: Lye asked and Hashem responded that the original plans were focused around creating senior housing, but the City would most likely not approve the use of drop-off/pick-up services on North King Street or Nuuanu Avenue as it would impede traffic.
3. Attendance at Meetings: McDonald asked and Hashem responded that as an elected official, he did attend his district's most recent neighborhood board meeting.
4. Conference Room: Shubert-Kwock asked and Hashem responded that it is possible for Hocking Hale to include a large conference area that could be utilized for community meetings such as neighborhood board meetings.
5. Mayor's Announcement: Armstrong asked and Hashem responded that this was the same project that the Mayor recently spoke about, and they were awarded \$3.9 million in affordable housing funds.
6. Parking: Sturges asked and Hashem responded that no parking is available on site, but they intend to partner with nearby parking facilities and bike racks are available.
7. Income Limitations: England asked and Hashem responded that the units would be available to those in the 30-50% Area Median Income (AMI) bracket.

Shubert-Kwock MOVED and Sturges SECONDED the motion to the Hocking Hale development plans. Discussion followed. **Hearing an objection, the board took a roll-call vote. The motion PASSED; 7-1-0 (Aye: Armstrong, Carvalho, Fitzsimmons, Lye, McCarney, Shubert-Kwock, Sturges; Nay: McDonald; Abstain: None).**

PUBLIC CONCERNS: None.

ELECTED OFFICIALS

Governor David Ige's Representative: No representative present.

Congressman Ed Case: Johnson Pham [johnsonpham142@gmail.com] provided the report, which can be found at: https://case.house.gov/uploadedfiles/2022_third_quarter_neighborhood_board_report.pdf. Pham highlighted that the House Appropriations Committee approved 12 measures totaling \$1.6 trillion for FY2023, Congressman Case will be hosting the annual Congressional App Challenge for middle and high school students, and Congressman Case will be hosting another virtual talk-story on Thursday, September 1, 2022 from 6:00 p.m. to 7:30 p.m.

Mayor Rick Blangiardi's Representative: Deputy Director Ian Santee (Honolulu Emergency Services Department) provided the report on the Mayor's monthly newsletter, which can be found at: <https://www.oneoahu.org/newsletter>. Santee also reported follow up responses to questions raised at the last meeting and was available to take questions.

Questions, comments, and concerns followed.

1. Investigation: Lye requested an update from the Managing Director regarding the status of his request made on Tuesday, June 7, 2022 for the Mayor to conduct an investigation of the Neighborhood Commission and of the Neighborhood Commission Office for malpractice. McDonald echoed Lye's concerns and requested that statements be provided at the next meeting detailing how these complaints are being dealt with. Armstrong echoed Lye's concerns and commented in opposition to holding these meetings at Kapalama Hale.
2. Parking Lot Repairs: Shubert-Kwock commented that the parking lot at 1171 Maunakea Street is eroding and needs to be repaired.
3. Feral Pigeons: Shubert-Kwock commented that the increasing feral pigeon population is a serious problem for the community. Armstrong echoed Shubert-Kwock's concerns and commented that it has affected the quality of life of the residents in this community.
4. Walkable Community: McCarney asked if the City and County of Honolulu could provide a presentation to the board on how to make our community more walkable and rideable, which would increase business activity.

Councilmember Carol Fukunaga (District 6): Lynell Yuu provided the report, which can be found at: <https://drive.google.com/drive/folders/1LEZ6qECNtCKzuiEqRjgKUjBaVOyhfg9H>. Yuu highlighted that the Primary Election period ends on Saturday, August 13, 2022, please continue to exercise caution regarding Covid-19, the

Small Business Fair returns on Saturday, September 17, 2022 from 7:30 a.m. to 1:30 p.m. at Leeward Community College, and no-cost mediation for tenants and landlords.

Questions, comments, and concerns followed. Feral Pigeons: Lye asked and Yuu responded that Councilmember Fukunaga submitted Research Investigation Service Requests (RISR's) to various agencies regarding the feral pigeon issues.

Fitzsimmons left the meeting at 8:26 p.m.; eight (8) members present.

Senator Karl Rhoads (District 13): Senator Rhoads reported the following. \$1,536,397 in construction funds were recently awarded to Kauluwela Elementary School for improvements to the playground and the covered walkway. Covid-19 vaccines are now available for everyone 6 months and older, and boosters for everyone ages 5 years and older, if eligible. This week, the Department of Health (DOH) reported 3,689 new Covid-19 cases with a 7-day average of 528 cases and 21 deaths. To contact Senator Rhoads's Office call 808-586-6130 or email senrhoads@capitol.hawaii.gov

Questions, comments, and concerns followed. Judge Appointment: McDonald asked and Senator Rhoads responded that it was a tough situation to be in as Chair of the Judiciary Committee, but Judge Myers was appointed regardless of the alleged witness tampering accusations as there are specific deadlines that must be met.

Representative Scott Saiki (District 26): No representative present.

Representative Daniel Holt (District 28): No representative present.

MONTHLY REPORTS

Board of Water Supply (BWS): Iris Oda provided the report on good conservation practices as multiple wells were shut down due to the Red Hill Fuel Storage Facility crisis. BWS is asking all of their customers to reduce their water usage by 10% using the following tips: shorter showers, full loads of laundry, full dishwasher loads, and check irrigation systems for leaks.

Safe Haven: Greg Payton [gpayton@mhkhawaii.org] provided the report, which can be found at: <https://drive.google.com/drive/folders/1LEZ6qECNtCKzuiEqRiqKUjBaVOyhfg9H>. Payton highlighted that a total of 45 homeless individuals have been placed into permanent supportive housing facilities from January-June 2022, Mental Health Kokua (MHK) no longer operates a homeless daily drop-in center, and MHK's Safe Haven facility is still working to identify a new location outside of Pauahi Hale.

Questions, comments, and concerns followed. Relocation Update: Lye asked and Payton responded that it is unclear what will happen to the Pauhai Hale building after MHK Safe Haven relocates.

Chinatown Business Community Association (CBCA): Shubert-Kwock provided the report, which can be found at: <https://drive.google.com/drive/folders/1LEZ6qECNtCKzuiEqRiqKUjBaVOyhfg9H>. Shubert-Kwock highlighted a list of items that were discussed during the last CBCA meeting. The next CBCA meeting will be held on Tuesday, August 9, 2022 at 10:00 a.m. at Golden Palace.

Chinatown Improvement District (CID): No representative present.

Neighborhood Citizen Patrol: Lye presented images and reported observations by the patrol during the prior month, including Lye inviting the public to walk with the patrol on the second Tuesday of every month, departing at 7:00 p.m. from the Diamond Head Tower lobby of Kukui Plaza. Please bring a friend, join the patrol, and help identify areas of concern within the community.

Honolulu Authority for Rapid Transportation (HART): Harry Cho (HART) deferred his report as Director Kahikina presented earlier on the agenda. Patrick Watson (Public Information Manager at Honua Consulting Company - HCC) is representing Frank V. Coluccio Construction Company (FVCCC) on the work that they are about to commence on the City's Center Utilities Relocation (CCUR) Phase III contract. Watson announced several construction locations outside of the district that impede traffic. Watson invited the public to join HCC's next monthly CCUR Phase III Business and Community Meeting on Wednesday, August 10, 2022 at 6:00 p.m. via Zoom. You can register at: <https://bit.ly/HARTPhase3>. Sign up for the CCUR III eBlast: <http://eepurl.com/h1g2W5>. You can also email ccur3@honuaconsulting.com for more information.

Questions, comments, and concerns followed. Total Cost of Rail: McDonald commented that he asked Cho at the last meeting to clarify the total cost of the rail project as it was originally proposed to end at Ala Moana, and Cho responded that he is unsure of which estimate he provided and will follow up at the next meeting.

Oahu Metropolitan Planning Organization (OahuMPO) Citizen Advisory Committee (CAC): Chair Carvalho reported the following. Jo Jordan was elected as the new Chair of the Citizen's Advisory Committee (CAC), Ken Farm was reelected as the Vice Chair of the CAC, Complete Streets is active in Kaneohe, OMPO discussed the crosswalk timing issues along Keeaumoku Street, and there is an upcoming bike ride in Ewa.

BOARD BUSINESS

Election of Officers – Vice Chair: **Carvalho nominated Fitzsimmons for Vice Chair, but due to his departure from the meeting Fitzsimmons could not accept the nomination. Shubert-Kwock nominated Sturges for Vice Chair, Sturges declined. Hearing no other nominations, this item was deferred to the next meeting.**

Election of Officers – Secretary: **Hearing no nominations, this item was deferred to the next meeting.**

Additional Appointments by the Board [Parliamentarian, Sergeant-at-Arms]: Deferred to next meeting.

McDonald MOVED and Shubert-Kwock SECONDED the motion to defer all remaining business until the next meeting. Hearing no objections, the motion PASSED by Unanimous Consent.

Determination of Board Recess Schedule: Deferred to next meeting.

Approval of Regular Meeting Minutes: Thursday, July 7, 2022: Deferred to next meeting.

Treasurer's Report: Deferred to next meeting.

Future Items for Board Consideration: Deferred to next meeting.

ANNOUNCEMENTS

Next Regular Meeting: The next Downtown – Chinatown Neighborhood Board meeting is scheduled for 6:00 p.m. on Thursday, September 1, 2022 at a location to be determined.

Rebroadcast: Rebroadcasts of Downtown–Chinatown Neighborhood Board № 13 meetings are scheduled on 'Ōlelo channel 49 every third Thursday at 9:00 p.m., as well as 6:00 a.m. on the second and fourth Saturdays of each month. An archive of past meetings may be found on <https://olelo.org/olelonet/> upon searching on <Downtown Chinatown>.

Neighborhood Citizen Patrol: The Downtown–Chinatown Neighborhood Citizen Patrol departs on the second Tuesday of each month at 7:00 p.m. from the Diamond Head tower lobby of Kukui Plaza. Please wear a mask, bring a friend, join the patrol, and help identify areas of concern within our Downtown–Chinatown community.

Archive: Find an archive of handouts and referenced materials apropos to Downtown–Chinatown Neighborhood Board № 13 at: <https://drive.google.com/drive/folders/1LEZ6qECNtCKzuiEqRjqKUjBaVOyhfg9H>

ADJOURNMENT: The meeting was adjourned at 9:01 p.m.

Submitted by: Dylan Buck, Neighborhood Assistant

Reviewed by: Dylan Whitsell, Deputy

Finalized by: Ernest Carvalho, Chair

Appendix 12

Traffic Assessment



TERRANCE S. ARASHIRO, P.E.

ADRIENNE W.L.H. WONG, P.E., LEED AP

DEANNA M.R. HAYASHI, P.E.

PAUL K. ARITA, P.E.

ERIK S. KANESHIRO, L.P.L.S., LEED AP

MATT K. NAKAMOTO, P.E.

GARRETT K. TOKUOKA, P.E.

ADRIENNE W.L.H. WONG, P.E., LEED AP

Maui Branch Manager

#22-210

August 18, 2022

Mr. Michael Magaoay, President
Catholic Charities Housing Development Corporation
Clarence T.C. Ching Campus
1822 Keeaumoku Street
Honolulu, Hawaii 96822

Dear Mr. Magaoay:

**Subject: Traffic Assessment
For 1155 & 1159 Fort Street Mall
Honolulu, Oahu, Hawaii
TMK: (1) 2-1-010-033 & 034**

This report documents the findings of a traffic assessment conducted by Austin, Tsutsumi, and Associates, Inc. (ATA) to evaluate loading zones and trip generation potential for the proposed Fort Street Mall 201H Project (hereinafter referred to as the "Project"), located in Honolulu, Hawaii.

Project Description

The Project is located within Downtown Honolulu on the island of Oahu on parcels identified as TMKs: (1) 2-1-010-033 and (1) 2-1-010-034. The Project is primarily accessible via Fort Street Mall to the north, as the site is bounded by other properties. See Figure 1 for the Project location.

The Project proposes to construct a 67-unit, sixteen-story senior affordable residential development with a commercial component to be located at 1155 & 1159 Fort Street Mall. The commercial component will occupy the bottom three floors of the building and will be primarily used by Roman Catholic Charities Hawaii (RCCH). No on-site parking will be provided. Service access will be via an existing service lane. Residential loading will be conducted via Fort Street Mall if approved or via the existing service lane. See Figure 2 for Project Site Plan.

LEGEND

 — PROJECT SITE

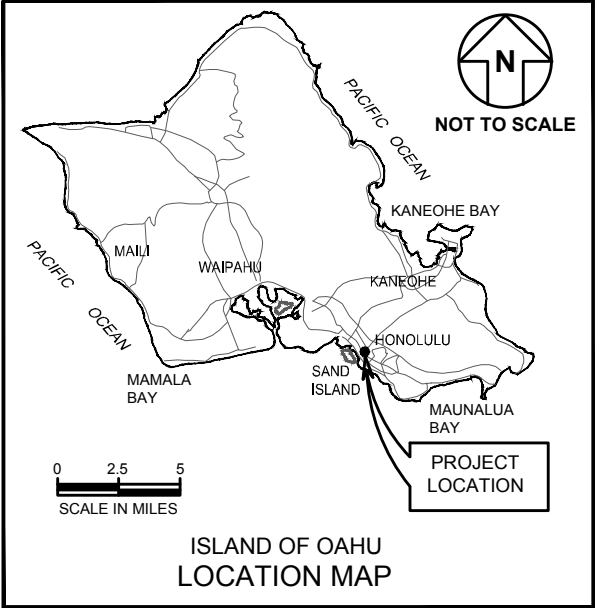


FIGURE 1

LOCATION MAP

NOTE:
THIS DRAWING IS FOR ILLUSTRATIVE PURPOSES ONLY.
DO NOT USE FOR CONSTRUCTION. SITE PLAN OBTAINED
FROM DESIGN PARTNERS INCORPORATED.

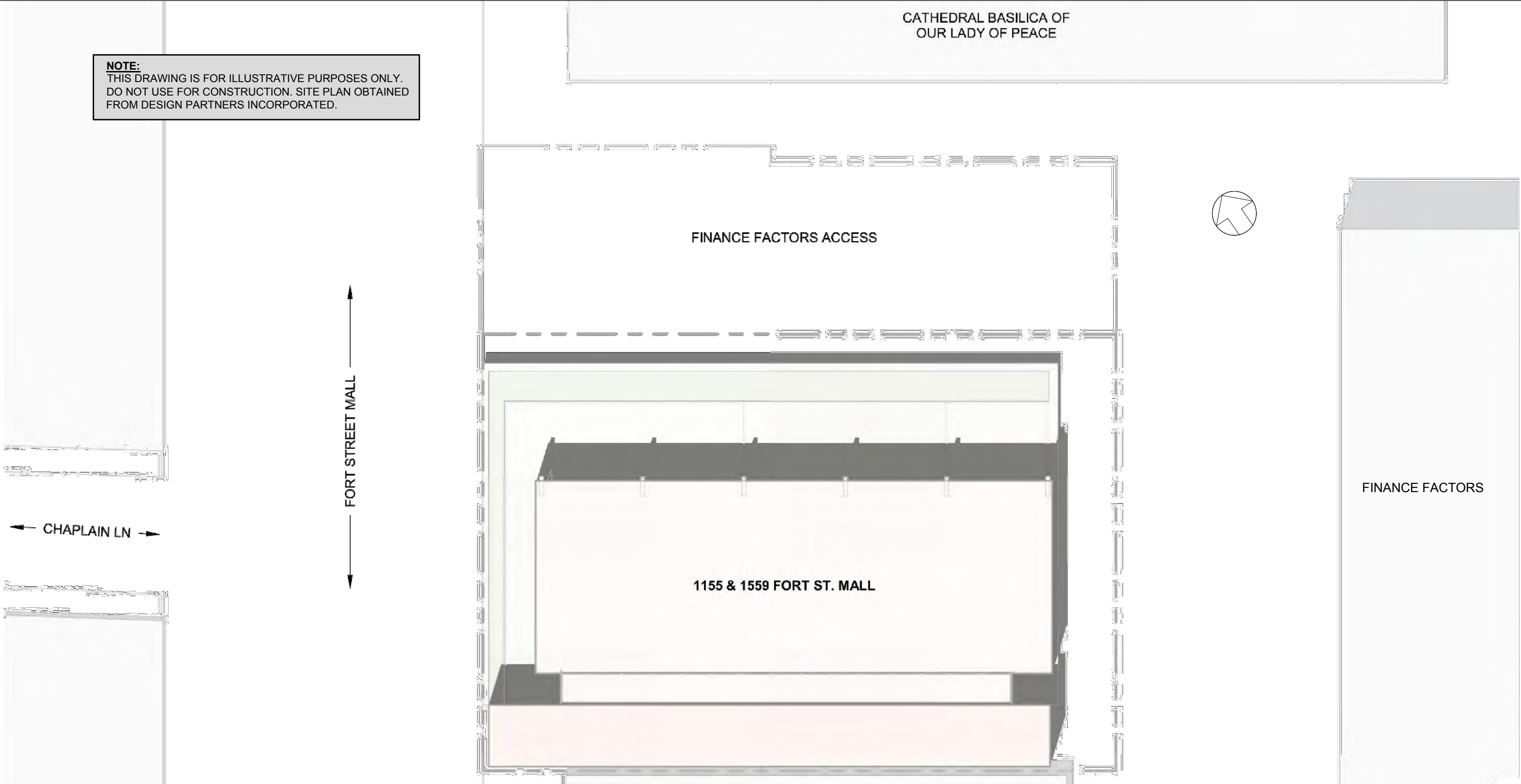


FIGURE 2

PROJECT SITE PLAN



Mr. Michael Magaoay
Catholic Charities Housing Development Corporation

August 18, 2022

Existing Conditions

The following are brief descriptions of the existing roadways within the vicinity of the Project:

South Beretania Street is a generally east-west, one-way, five-lane roadway that begins to the east at its intersection with University Avenue and terminates to the west at its intersection with Nuuanu Avenue. Within the study area, the roadway runs northbound parallel to South Hotel Street and has a posted speed limit of 25 mph.

Bishop Street is an east-west, one-way, five-lane roadway that runs parallel to Fort Street Mall and Bethel Street. This roadway begins to the east at its intersection with South Beretania Street and terminates to the east at an intersection with Aloha Tower Drive. Within the study area, the posted speed limit along this roadway is 25 mph.

Bethel Street is an eastbound, one-way, two-lane roadway that provides access between Ala Moana Boulevard and South Beretania Street. Street parking is available along both sides of Bethel Street. The posted speed limit along this roadway is 25 mph.

South Hotel Street is a north-south, two-way, two-lane, transit-only roadway that begins to the north at its intersection with Nuuanu Avenue and terminates to the south at its intersection with Richards Street. The posted speed limit along this roadway is 15 mph.

Pauahi Street is a north-south, two-way, two-lane roadway that begins in the south at its intersection with Fort Street Mall and terminates to the north at its intersection with River Street. Street parking is provided along both sides of the roadway.

Chaplain Lane is a north-south, one-way, one-lane, minor roadway that runs parallel to Pauahi Street and connects Nuuanu Avenue to Fort Street Mall.

Fort Street Mall an east-west pedestrian pathway that begins to the west at its intersection with Aloha Tower Drive and terminates to the east at its intersection with South Beretania Street. Fort Street Mall provides local access to commercial/retail areas. On Tuesdays and Fridays, Fort Street Mall hosts a Farmer's Market from 7:00 AM to 1:30 PM.



Mr. Michael Magaoay
Catholic Charities Housing Development Corporation

August 18, 2022

Study Scope

The focus of this traffic assessment will be on the trip generation potential of the Project to determine whether it meets the minimum trip generation criteria recommended by Institute of Transportation Engineers (ITE). The Manual of Transportation Engineering Studies, dated 2000, published by ITE states:

“...in lieu of other locally established thresholds, a traffic access/impact study should be conducted whenever a proposed development will generate 100 or more added (new) peak direction trips to or from the site during the adjacent roadway’s peak hours or the development’s peak hours.”

This traffic assessment will also address loading areas for the Project.

Loading Zones

Service Loading

An existing service lane is accessible via Bishop Street and runs along the southeastern edge of the Project site. The Project will use the existing service lane for all service activities, such as trash pick-up, maintenance, etc. See Figure 3 for the service lane location in relation to the Project site.

Deliveries are allowed along Fort Street Mall via City and County of Honolulu’s Bill 46, Ordinance 12-27, Section 2.b.2.E, which states:

“It is lawful during the period from two p.m. to 10 a.m. of the following day, and all day on Sundays, to operate or propel a vehicle upon [Fort Street Mall] for the purpose of delivering property to or receiving the same from a store, shop, office or other establishment in or upon any premises abutting on the mall or for the purpose of cleaning or maintaining the mall...”

Passenger Loading

In regards to passenger loading access, the Project will be seeking an exemption from the City and County of Honolulu’s Bill 46, Ordinance 12-27, Section 2.b.1, which states:

“Except as hereinafter provided, it is unlawful for any person to park, or cause to be parked, or to operate or propel, or cause to be operated or propelled, any vehicle (as defined in the traffic code) upon the mall hereinabove established.”

The exemption from the ordinance will hopefully allow passenger loading/unloading on Fort Street Mall, similar to Blaisdell Hotel and Catholic Church allowances in Section 2.b.2.A, C, and G. If the Project is granted the exemption and is allowed to use Fort Street



Mr. Michael Magaoay
Catholic Charities Housing Development Corporation

August 18, 2022

Mall for residential loading, vehicles are assumed to enter the mall via Chaplain Lane and exit via Pauahi Street, loading at designated areas under limited time periods as specified.

If the exemption is not granted, passenger loading via passenger vehicles and/or ride-sharing services such as Uber or Lyft will use the existing service lane to pick-up/drop-off residents as its primary option.

General Public Loading

There are a number of areas within the Project vicinity that are designated for general public loading use. Along South Beretania Street and Pauahi Street, signs designate loading zones for 24 hours daily. Signs along Bethel Street reserve loading zones between 7:00 AM to 3:30 PM on weekdays and 7:00 AM to 4:00 PM on Saturdays. Bishop Street also has time restricted loading zones with ranges similar to Bethel Street.

See Figure 3 for these loading areas.

Trip Generation

The Institute of Transportation Engineers (ITE) publishes trip rates, Trip Generation Manual, 11th Edition, based upon historical data from similar land uses. The trip generation for the Project was generated using ITE Code 223 for Senior Affordable Housing – Dense Multi-Use Urban. Although multi-purpose rooms will be developed with the Project, the space will be primarily used by the neighboring RCCH for their programming and thus are not expected to generate additional trips during the peak hours of traffic. Table 1 shows the projected traffic generated by the proposed Project during the AM and PM peak hours of traffic.

Table 1: Project Trip Generation

Land Use	Independent Variable	Weekday AM Peak Hour			Weekday PM Peak Hour		
		Enter (vph)	Exit (vph)	Total (vph)	Enter (vph)	Exit (vph)	Total (vph)
Senior Affordable Housing (ITE 223)	67 Dwelling Units	2	4	6	5	4	9

The proposed Project is anticipated to generate 6 trips in the AM peak hour of traffic and 9 trips during the PM peak hour of traffic. The projected AM and PM peak hours resulted in project generated traffic well below the 100 new trip threshold that would require a traffic access/impact study.

Moreover, the Project is not providing any parking for residents which may reduce the total number of trips generated. Assuming a conservative 50% of the trips are using ride-sharing services and the other 50% travel by alternate modes (transit, walking, biking), the



Mr. Michael Magaoay
Catholic Charities Housing Development Corporation

August 18, 2022

projected trips generated by the Project would be 3(5) vehicles during AM(PM) peak hours of traffic.

LEGEND

PROJECT SITE

LOADING ZONE

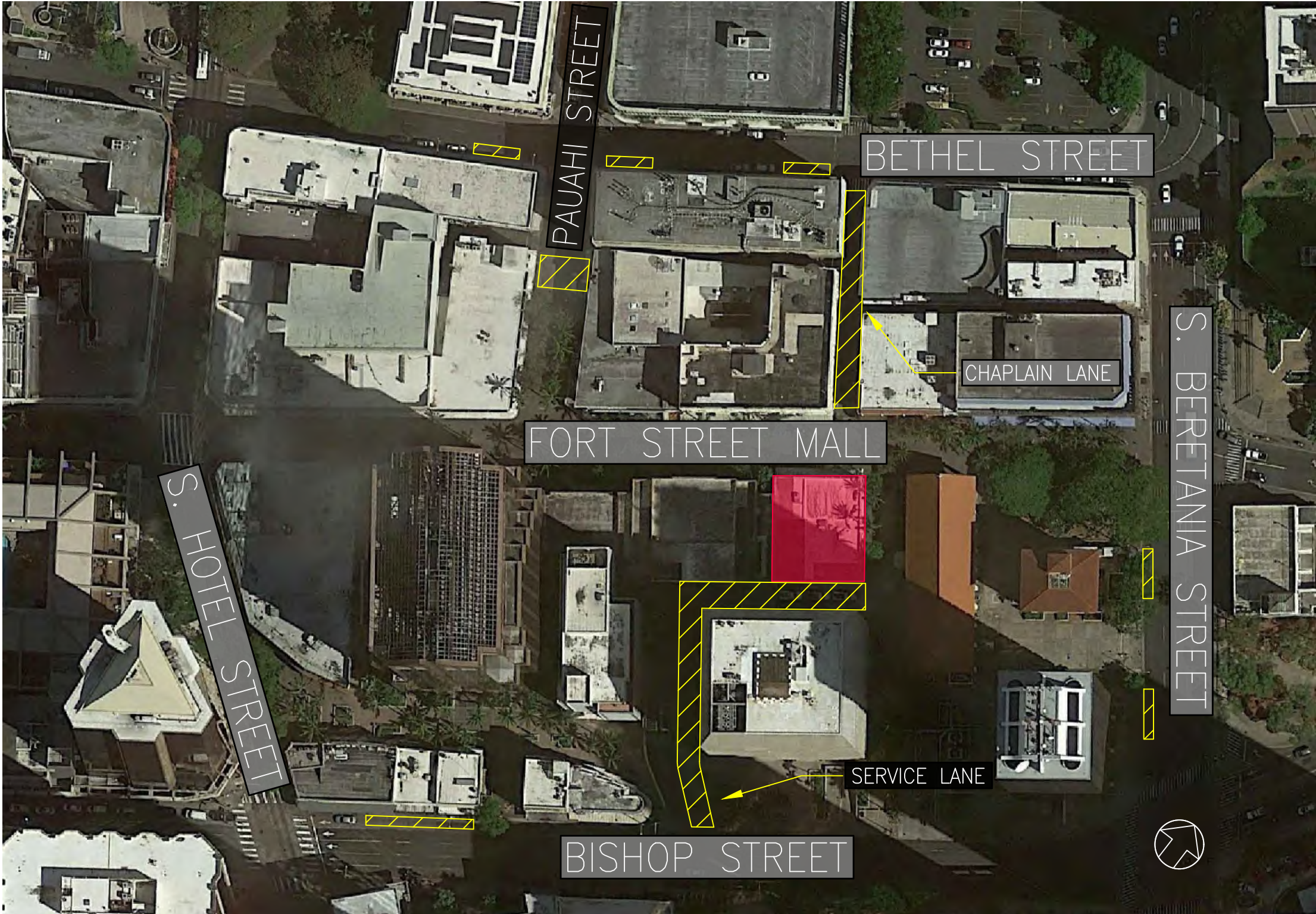


FIGURE 3

EXISTING LOADING ZONES



Mr. Michael Magaoay
Catholic Charities Housing Development Corporation

August 18, 2022

Conclusion

The Project is anticipated to conservatively generate 6(9) trips during the AM(PM) peak hours of traffic, which is not anticipated to have a significant impact on traffic operations within the vicinity of the Project.

Service vehicles will use Bishop Street to access the existing service lane located to the south of the Project for general loading activities. If exemption to the City and County of Honolulu Bill 46, Ordinance 12-27 is granted, vehicles may enter Fort Street Mall, assumedly via Chaplain Lane for resident pick-ups/drop-offs and exit via Pauahi Street.

We appreciate the opportunity to prepare this Traffic Assessment for the Project. Should you require clarification, please contact me at (808) 533-3646.

Sincerely,

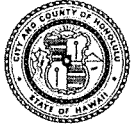
AUSTIN, TSUTSUMI & ASSOCIATES, INC.

By

CLAIRE FUKUOKA, P.E.
Senior Transportation Manager

Enclosures:

1. City and County of Honolulu Bill 46, Ordinance 12-27



A BILL FOR AN ORDINANCE

A BILL FOR AN ORDINANCE RELATING TO MALLS.

BE IT ORDAINED by the people of the City and County of Honolulu:

SECTION 1. Purpose. The purpose of this ordinance is to amend the pedestrian mall ordinance to permit the parking of mopeds in bicycle racks on the Fort Street Mall.

SECTION 2. Section 15-25.1, Revised Ordinances of Honolulu 1990 ("Establishment of pedestrian malls"), is amended by amending subsection (b) to read as follows:

- "(b) That portion of Fort Street extending from the makai side of Beretania Street to the mauka side of Queen Street is closed to vehicular traffic and is established as a pedestrian mall.
- (1) Except as hereinafter provided, it is unlawful for any person to park, or cause to be parked, or to operate or propel, or cause to be operated or propelled, any vehicle (as defined in the traffic code) upon the mall hereinabove established; provided, however, that vehicular traffic on Hotel, King and Merchant Streets crossing the intersections at Hotel and Fort, King and Fort, and Merchant and Fort, respectively, shall be exempted from the provisions of this section.
 - (2) Notwithstanding the prohibitions contained in subdivision (1), vehicles may be allowed on the mall as specified herein:
 - (A) Passenger vehicles may be operated on the mall between Beretania and Pauahi Streets at all times for the purpose of loading and unloading passengers for Blaisdell Hotel and the Catholic church; and in addition thereto vehicles may, under police control, park in the area designated for parking during weddings or funeral services and other special events held at the Catholic church.
 - (B) Passenger vehicles may be operated on the mall between Merchant Street and the C.Brewer driveway for the purpose of exiting from the C. Brewer parking lot.



A BILL FOR AN ORDINANCE

- (C) Passenger vehicles loading or unloading passengers at Blaisdell Hotel and the Catholic church shall load or unload passengers only within the area designated for such purposes for the respective establishments.
- (D) Any vehicle used by, or serving business firms between, Bethel Street and Fort Street via Chaplain Lane and/or the two service alleys situated between Bethel Street and Fort Street may at any time enter the mall from Chaplain Lane, and shall exit on Pauahi Street; and further, any vehicle used by or serving C. Brewer & Co. may at any time enter the mall through the existing C. Brewer driveway.
- (E) It is lawful during the period from two p.m. to 10 a.m. of the following day, and all day on Sundays, to operate or propel a vehicle upon the mall for the purpose of delivering property to or receiving the same from a store, shop, office or other establishment in or upon any premises abutting on the mall or for the purpose of cleaning or maintaining the mall, except for that portion of the mall between Merchant Street and Queen Street, where it is lawful to operate or propel a vehicle at anytime only for purposes of cleaning or maintaining the mall, providing emergency services or exiting and entering the C. Brewer driveway. A vehicle for cleaning or maintaining the mall may be lawfully operated on the mall pursuant to this paragraph only if it is an "authorized maintenance vehicle."
- (F) Vehicular traffic allowed under this subsection shall travel only upon the area delineated for travel and shall move only in the makai direction, except upon portions between King Street and Merchant Street, where traffic may move in either direction and between Merchant Street and the C. Brewer driveway, where traffic shall move only in the mauka direction; and except further that the direction of bicycle travel shall be subject to paragraph (H). No vehicle shall park at any time for any purpose upon the area clearly delineated for travel.
- (G) Passenger vehicles loading or unloading passengers at Blaisdell Hotel and the Catholic church may park for such purpose for a period not exceeding three minutes; and vehicles loading or unloading freight under the provision of subsection (b)(2)(E) may park for a period not exceeding 30 minutes.



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- (H) Bicycles shall be permitted on the mall, provided that, unless otherwise provided under this paragraph:
- (1) The operators of such bicycles shall be dismounted, but may travel in any direction of the mall; and
 - (2) The bicycles shall be parked only in bicycle racks which the City and County of Honolulu shall provide on the mall for that purpose.

Information and safety officers of the Fort Street Mall business improvement district association or its contractor may ride bicycles upon the mall while in the performance of their duties.

This paragraph shall control over any conflicting provision that may arise should the Fort Street Mall be designated as any type of bikeway.

- (I) Pedestrians shall at all times have the right-of-way upon the mall.
- (J) The speed limit upon the mall shall not exceed five miles per hour.
- (K) Mopeds shall be permitted on the mall, provided that:

- (1) The moped is not operated on the mall but escorted by the dismounted moped operator, and may be escorted in any direction on the mall; and
- (2) The moped shall only be parked in bicycle racks designated for moped parking by signage of the City and County of Honolulu."

SECTION 3. New ordinance material is underscored. When revising, compiling or printing this ordinance for inclusion in the Revised Ordinances of Honolulu, the revisor of ordinances need not include the underscoring.



A BILL FOR AN ORDINANCE

SECTION 4. This ordinance shall take effect upon its approval.

INTRODUCED BY:

Malu Hattard

DATE OF INTRODUCTION:

MAY 03 2012

Honolulu, Hawaii

Councilmembers

APPROVED AS TO FORM AND LEGALITY:

Dawn DMS
Deputy Corporation Counsel

APPROVED this 25 day of July 20 12.

Peter B. Carlisle
PETER B. CARLISLE, Mayor
City and County of Honolulu

CITY COUNCIL
CITY AND COUNTY OF HONOLULU
HONOLULU, HAWAII
C E R T I F I C A T E

ORDINANCE 12-27

BILL 46 (2012)

Introduced: 05/03/12 By: TULSI GABBARD

Committee: SAFETY, ECONOMIC
DEVELOPMENT AND
GOVERNMENT AFFAIRS

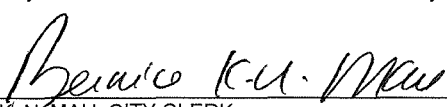
Title: A BILL FOR AN ORDINANCE RELATING TO MALLS.

Links: [BILL 46 \(2012\)](#)
[CR-186](#)
[CR-210](#)

Voting Legend: Y= Aye, Y* = Aye w/Reservations, N = No, A = Absent, ABN = Abstain

COUNCIL	05/09/12	BILL PASSED FIRST READING AND REFERRED TO COMMITTEE ON SAFETY, ECONOMIC DEVELOPMENT AND GOVERNMENT AFFAIRS.							
ANDERSON	Y	BERG	Y	CACHOLA	Y	CHANG	Y	GABBARD	Y
GARCIA	Y	HARIMOTO	Y	KOBAYASHI	Y	MARTIN	Y		
SAFETY, ECONOMIC DEVELOPMENT AND GOVERNMENT AFFAIRS	05/22/12	CR-186 – BILL REPORTED OUT OF COMMITTEE FOR PASSAGE ON SECOND READING AND SCHEDULING OF A PUBLIC HEARING.							
PUBLISH	05/26/12	PUBLIC HEARING NOTICE PUBLISHED IN THE HONOLULU STAR-ADVERTISER.							
COUNCIL/PUBLIC HEARING	06/06/12	CR-186 ADOPTED. BILL PASSED SECOND READING, PUBLIC HEARING CLOSED AND REFERRED TO COMMITTEE ON SAFETY, ECONOMIC DEVELOPMENT AND GOVERNMENT AFFAIRS.							
ANDERSON	Y	BERG	Y	CACHOLA	Y	CHANG	Y	GABBARD	Y
GARCIA	Y	HARIMOTO	Y	KOBAYASHI	Y	MARTIN	Y		
PUBLISH	06/18/12	SECOND READING NOTICE PUBLISHED IN THE HONOLULU STAR-ADVERTISER.							
SAFETY, ECONOMIC DEVELOPMENT AND GOVERNMENT AFFAIRS	06/26/12	CR-210 – BILL REPORTED OUT OF COMMITTEE FOR PASSAGE ON THIRD READING.							
COUNCIL	07/11/12	CR-210 ADOPTED AND BILL 46 (2012) PASSED THIRD READING.							
ANDERSON	Y	BERG	Y	CACHOLA	Y	CHANG	Y	GABBARD	Y
GARCIA	Y	HARIMOTO	Y	KOBAYASHI	Y	MARTIN	Y		

I hereby certify that the above is a true record of action by the Council of the City and County of Honolulu on this BILL.

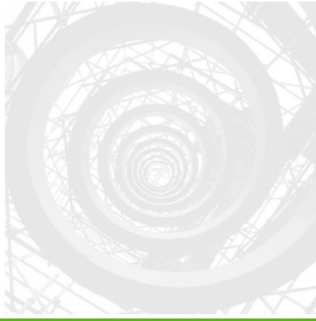

BERNICE K. H. MAU, CITY CLERK


ERNEST Y. MARTIN, CHAIR AND PRESIDING OFFICER

12-27

Appendix 13

Preliminary Wind Study



1155 & 1159 Fort Street Mall

Preliminary Wind Study

Honolulu, Hawaii



July 26, 2022

Job No. 22-L 116

1155 & 1159 Fort Street Mall

Preliminary Wind Study

Honolulu, Hawaii

Submitted to:

Design Partners, Inc.

1580 Makaloa Street

Suite 1100

Honolulu, HI 96814

Attn:

Johnny Wu, Principal

July 26, 2022

Job No. 22-L116



888 S. Figueroa Street
18th Floor
Los Angeles, CA 90017

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EXECUTIVE SUMMARY

Introduction

This report describes the results from a preliminary assessment of the effects of pedestrian-level wind (PLW) on the 1155 & 1159 Fort Street Mall project in Honolulu, Hawaii. The proposed project envisions development of a 17-story structure, consisting of ground floor office and lobby, two office levels, and 14 residential levels on the Fort Street Mall near the intersection of Bishop Street and S. Beretania Street. The building is expected to be 173 ft. tall to the main roof and 191 ft. tall to the high roof.

The proposed project is surrounded by a mix of low-rise, mid-rise, and high-rise structures.

The assessment of the effects of PLW are typically accomplished using wind-tunnel testing that match full-scale meteorological data to physical modeling data. Inasmuch as this is a preliminary study, the opinions presented in this report are based on meteorological data for Honolulu, preliminary analyses of the site, and our experience with other wind studies for high-rise structures in Honolulu. Wind tunnel modeling was not a part of this preliminary assessment.

Wind Environment: The wind environment at the site used in the pedestrian level wind comfort assessment was characterized by analysis of surface level wind observations collected by the National Weather Service at the Honolulu International Airport. Except during the winter period from December to February, where there are some statistically significant winds blowing from different directions around the compass, the prevailing winds are nearly all from the northeast and east-northeast. Even during the winter, the prevailing wind direction is similar to the rest of the year and represents the “trade winds.”

Comfort Criteria: Determining whether wind speeds are acceptable at specific locations requires establishing “comfort” criteria that define wind speeds that are usually acceptable for specific pedestrian uses. The term “10% exceedance speed” is used in the criteria to account for the frequency with which winds occur. The 10% exceedance speed is the speed that is exceeded on one day out of 10, or 10% of the time. This can also be thought of as a roughly weekly occurrence.

Wind speed comfort is subjective, but the following criteria have been applied successfully to projects involving similar uses. A point on the site where the wind speed of 7 mph is exceeded not more than 10% of the time will be considered comfortable for outdoor seating and quiet activities. In this instance, 7 mph is called the “ten percent exceedance speed.” Ten-percent exceedance speed of 11 mph and less will be considered comfortable for standing and leisure walking, while those between 12 and 15 mph will be suitable for walking and other occasional, more active uses. Ten percent exceedance speeds in excess of

15 mph will result in potentially uncomfortable pedestrian conditions. Ten percent exceeded speeds reaching or exceeding 36 mph create potential safety hazards for pedestrians. Except during extreme wind events, it is not anticipated that there would be reported wind speeds of this magnitude for this site.

References to compass directions in the following discussion refer to the orientation based on true north.

PLW Conditions Prior to Development

The reference suburban and open mean wind speeds for this site have 10% wind exceedance speeds of 7.5 mph and 10 mph, which suggest a naturally breezy site. The reference suburban and open wind speeds reflect the 10% wind exceedance speeds at a typical suburban site built-up with a mix of different building heights or a site exposed to flat, open terrain without intervening development, respectively. In other words, these reference wind speeds provide a frame of reference to judge how the proposed development influences the pedestrian level wind speeds.

As a result of the naturally breezy conditions, few points around and on the site are expected to satisfy the 7-mph criterion for mean or gust wind speeds, even if no development occurs, while approximately one-half as many points are expected not to satisfy the 11mph criterion for mean or gust wind speeds. The points that do not meet the 11 mph criterion are expected to be located mostly near the northeast and eastern sides of the site. All or nearly all points on and around the site are expected to satisfy the 15-mph criterion for mean and gust wind speeds prior to development.

PLW Conditions After Development

Based upon results from other PLW studies for projects in Honolulu, including studies of several projects within two miles of this project, it is anticipated that there will be few points that satisfy the 7-mph criterion for mean and gust wind speeds (i.e., approximately the same result as for the PLW conditions prior to development). This is a direct reflection of the site's characteristic breeziness, even if no development were to occur.

The number of points that do not meet the 11-mph criterion is expected to be approximately half the number of points that do not meet the 7-mph criterion. Prevailing winds generally align with Fort Street Mall, and existing structures to the east (e.g., the cathedral) provide little direct shielding from these winds except near grade. The orientation of the project relative to the prevailing wind and existing buildings suggest that the Fort Street Mall frontage and the recreation deck on Level 04 may be perceived as gustier compared to sites located to the northeast, where there is a greater proportion of low-rise structures. As a result, some points that satisfy the 11-mph criterion based on mean wind speed will not satisfy the 2x11-mph criterion when gusting is considered.

Nearly all points are expected to satisfy the 15-mph criterion. Points that do not satisfy the 15-mph criterion are anticipated to occur in selected locations around the site perimeter at grade. It is anticipated that there will be no points that come close to exceeding the hazard condition (i.e., 10% mean exceedance speed of 36 mph).

The project envisions a somewhat articulated façade resulting from projecting slab edges. Down-washing winds impinging on the Level 04 recreation deck from the tower facades may be mitigated somewhat by this articulation. The setback of the residential levels from the podium will help disrupt down-washing winds that would otherwise impinge on pedestrians at ground level. These factors are not expected to significantly increase wind speeds beyond the boundaries of the site. Nevertheless, the complex interaction between project elements and the wind and the difficulty in predicting the resulting behavior are important reasons why wind tunnel studies are generally recommended for projects of this type.

Mitigation Options

Mitigation options for windier on-site points include landscaping and screening for areas directly in the path of the prevailing wind. Although not modeled directly in most wind tunnel studies, landscaping around the project or on the Level 04 recreation deck would be expected to reduce the wind speeds. Landscaping must be relatively dense to provide effective protection. Maintenance of mature street trees, or installation of similar trees as a part of the project, is one way of reducing the impact of higher wind speeds and gusting around the building perimeter. Overly flexible planting can itself be distracting if it moves too much in the wind.

Vertical and horizontal screening may also help reduce the wind speed. Vertical screening that is opaque to the wind (e.g., a glass wall) generally creates a protected area that is twice as deep as the screen is tall, whereas open screening is less effective. For example, screening that is 50% open will protect an area that is generally no deeper than the height of the screen. In addition to the overhangs around the building, umbrellas may be able to provide localized protection from vertically oriented wind.

Observation of wind speeds in other Honolulu locations may provide insight as to whether the wind speeds are unduly objectionable. The windiest points are expected to correspond to typical open (unprotected) sites in the Honolulu area, while the balance of the windy points is expected to correspond to typical suburban (developed) sites in the Honolulu area. The warmer climate in Honolulu may increase user tolerance somewhat to otherwise objectionable wind speeds, although some objectionable aspects of faster wind speeds are not necessarily related to temperature (e.g., movement of paper goods and partially filled paper cups).

If accessibility requirements limit the maximum force needed to open a door, mechanical door openers may be required in areas where faster wind speeds are anticipated.

Wind tunnel modeling was not a part of this preliminary assessment, but this type of testing is recommended prior to finalizing the project design.

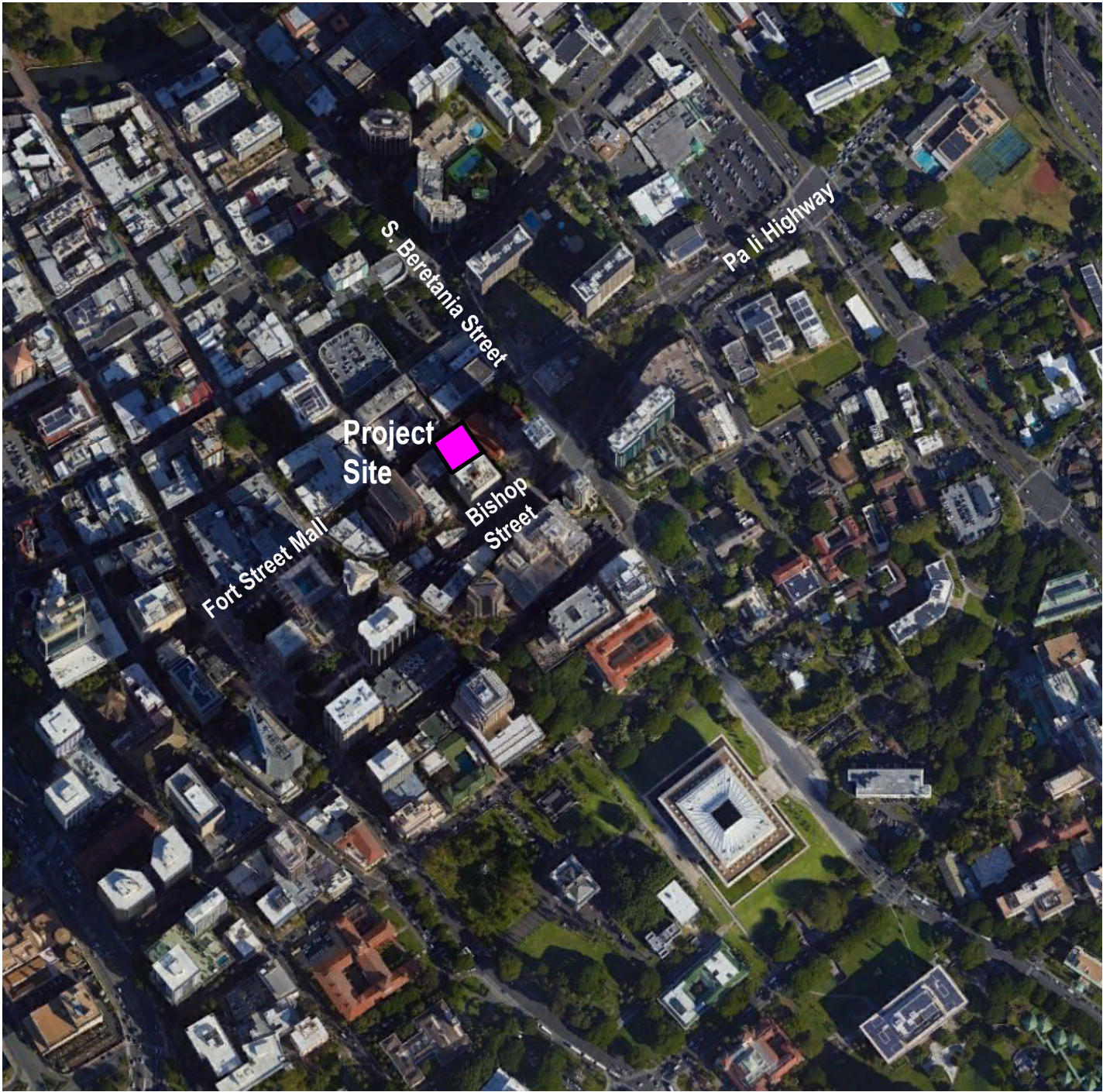
1.0 INTRODUCTION

This report describes the results from a preliminary assessment of the effects of pedestrian-level wind (PLW) on the 1155 & 1159 Fort Street Mall project in Honolulu, Hawaii, as shown in Figures 1.1 and 1.2. The proposed project envisions development of a 17-story structure, consisting of ground floor office and lobby, two office levels, and 14 residential levels on the Fort Street Mall near the intersection of Bishop Street and S. Beretania Street. The building is expected to be 173 ft. tall to the main roof and 191 ft. tall to the high roof. Plans of Levels 01 (ground level), 04 (recreation deck), and 05-17 (typical unit floor) are shown in Figures 1.3 through 1.5, respectively. A building image is shown in Figure 1.6.

The proposed project is surrounded by a mix of low-rise, mid-rise, and high-rise structures, as shown in Figure 1.7.

The assessment of the effects of PLW are typically accomplished using wind-tunnel testing that match full-scale meteorological data to physical modeling data. Inasmuch as this is a preliminary study, the opinions presented in this report are based on meteorological data for Honolulu, preliminary analyses of the site, and our experience with other wind studies for high-rise structures in Honolulu. Wind tunnel modeling was not a part of this preliminary assessment.

Traditionally, one application of the PLW evaluation process is in the environmental impact assessment of proposed buildings and other construction projects that may substantially alter pedestrian-level winds in site areas. Other applications of this process evaluate existing or potentially problematic wind conditions for specific building projects from the perspective of user satisfaction.



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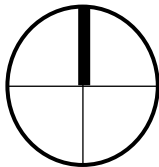


Figure 1.1: Project Site: 1538 Kapiolani Boulevard, Honolulu, Hawaii

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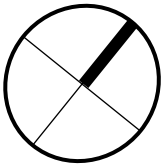
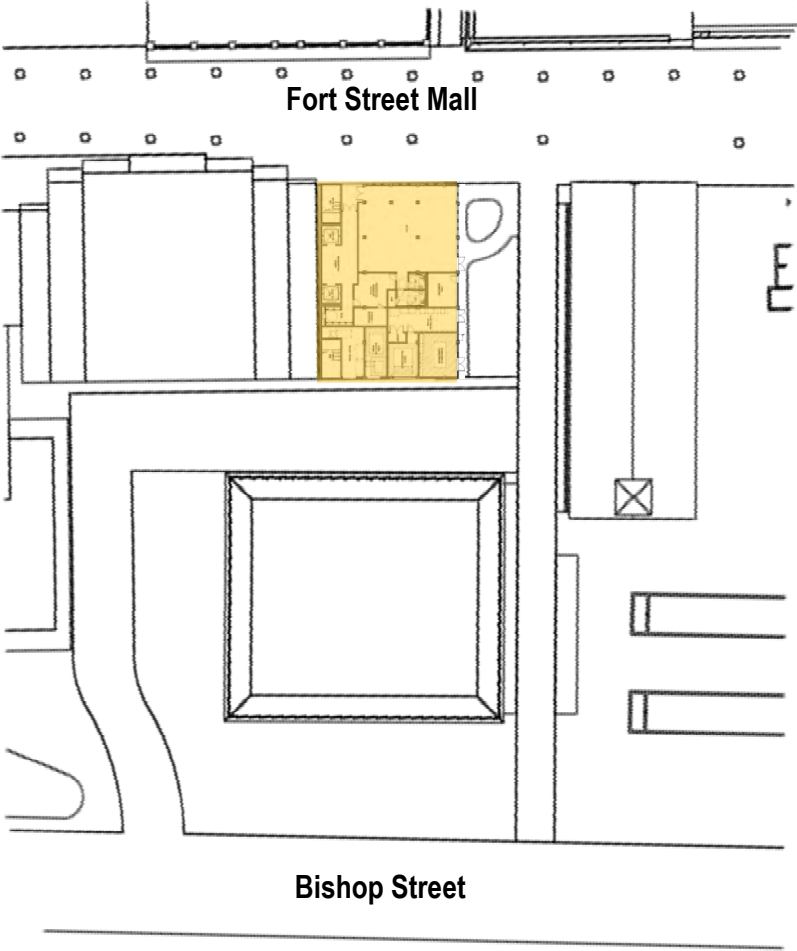


Figure 1.2: Site Plan

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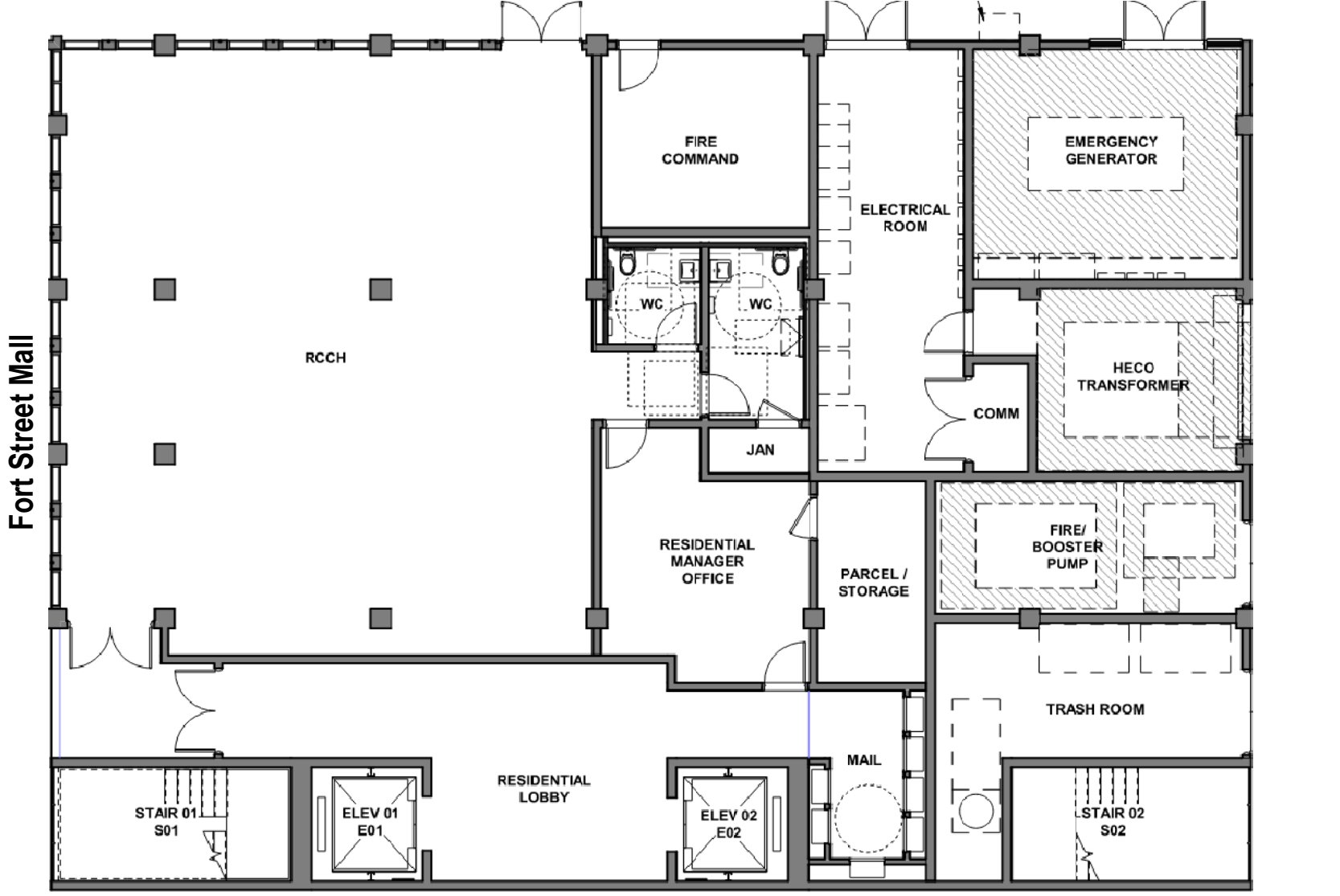


Figure 1.3: Level 01 Plan

Fort Street Mall

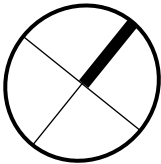
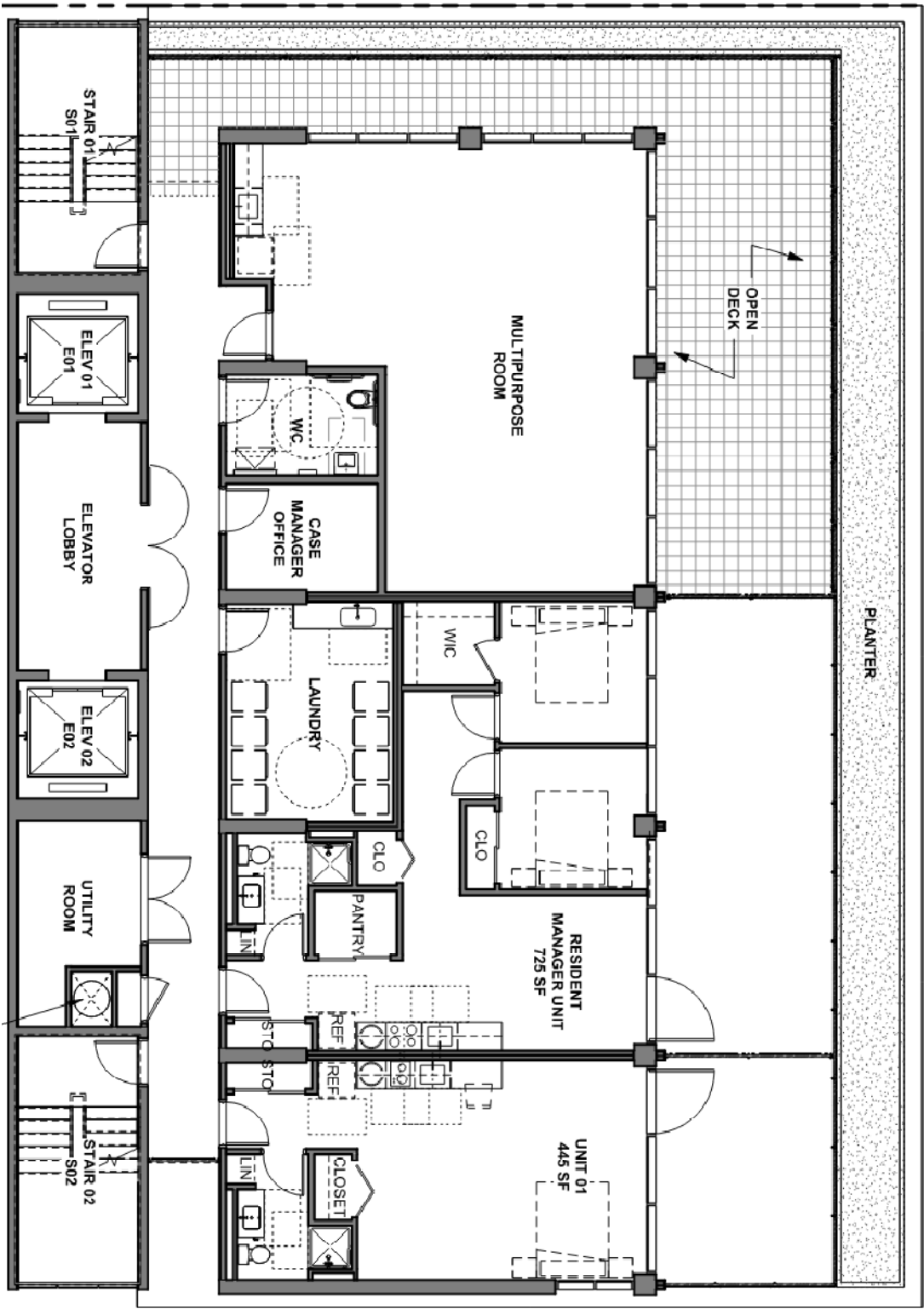


Figure 1.4: Level 04 Recreation Deck

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Fort Street Mall

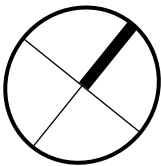
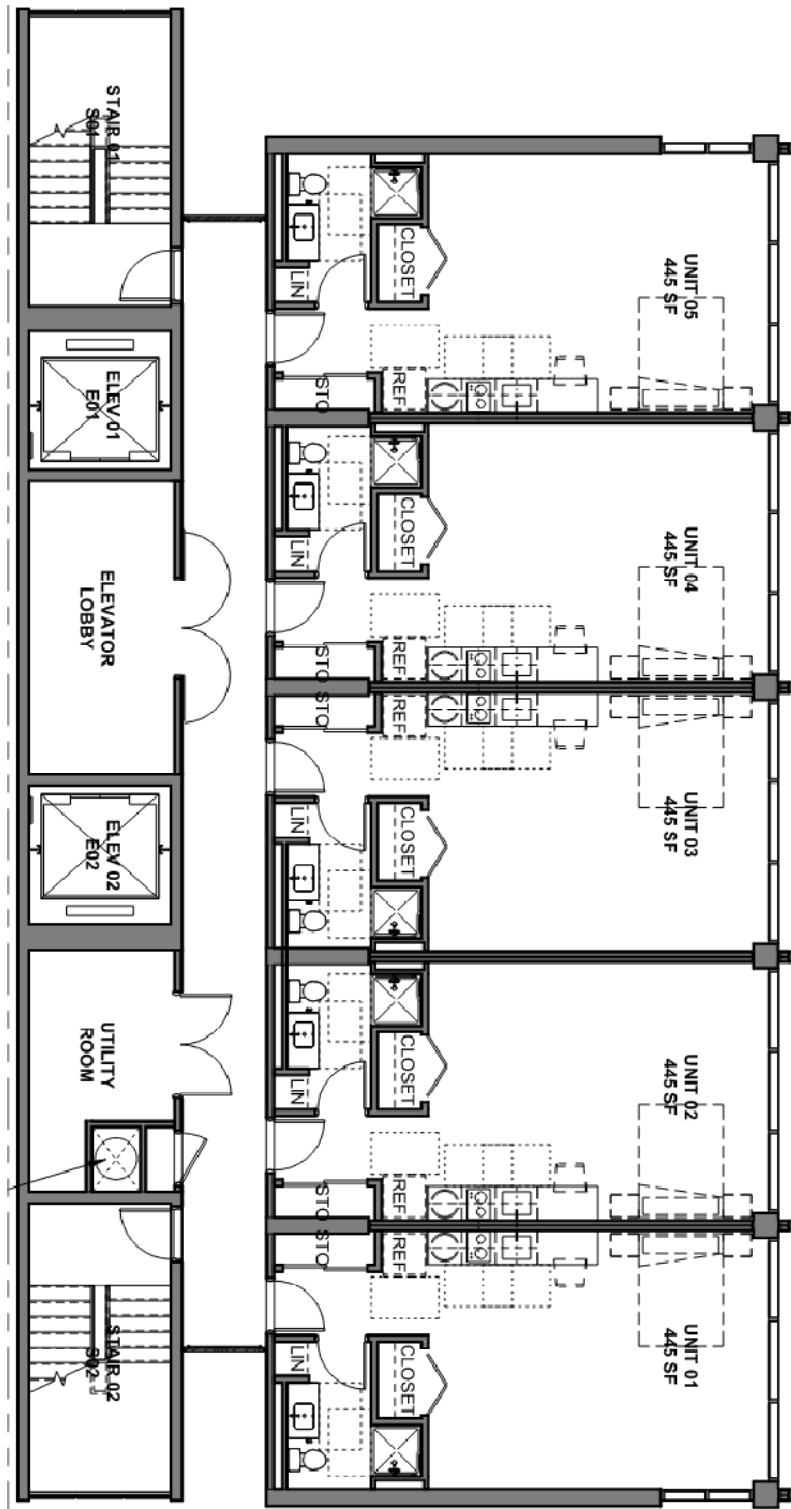


Figure 1.5: Levels 05-17 Typical Unit Floor

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Figure 1.6 Project Image Viewed from Northeast

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Figure 1.7 Project Vicinity Viewed from the Northeast

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2.0 WIND ENVIRONMENT AT THE SITE

2.1 General Wind Environment

The winds of interest in this evaluation flow along the interface between the ground and the upper atmosphere. This interface, as shown in Figure 2.1, is called the “boundary layer.” Wind at the boundary layer is influenced by many factors, including general topography, characteristics of the built environment, and specifics of the local site. In general, wind speeds increase with height according to the “power law” for different wind environments, as shown graphically in Figure 2.2.

Figure 2.2 also illustrates the effect of increasing surface roughness (i.e., “friction”) on the height of the boundary layer. Wind near the ground decelerates due to the “friction” between the wind molecules and the ground as well as the turbulent flow caused by surface roughness characteristics. Wind at higher elevations is less impacted by these near-surface characteristics, and the wind speed is therefore faster. The boundary layer generally extends higher in urban environments such as Honolulu where the surface roughness characteristics are more pronounced than in open country environments because buildings impact the flow of wind.

Surface topography influences wind speed by disrupting or channeling wind flow. Structures built on the top of a hill generally experience faster wind speeds, while structures shielded by vegetation or topographic features tend to experience slower wind speeds. Valleys can locally direct the flow of wind. The less shielded a building site is, the faster the wind can flow. Examples of poorly shielded sites include those located within or along the edges of bodies of water. Examples of better shielding include sites surrounded by gently rolling hills and vegetation.

The built environment can also influence the flow of wind. Long expanses of built-up areas, such as those in urban settings, tend to increase the surface roughness and result in reduced wind speeds. Structures surrounded by wide and flat plains tend to experience faster wind speeds. In general, a mix of structures of relatively uniform height separated by streets and randomly interspersed with taller structures results in a more significant reduction of wind speed than tall structures regularly arranged to create canyons in which the wind can flow without impediment. The proposed site generally matches the characteristics of a mixed urban site, as described above.

The building code recognizes three basic wind exposures that reflect the topographic and urban densities discussed. The precise definitions can be found in ASCE 7, but the essential characteristics of each exposure are as follows:

Exposure B: Defined by surface roughness found in urban and suburban areas, wood areas, or other terrain with numerous closely spaced obstructions having the size of single-family dwellings or larger. Exposure B would apply to sites where this type of surface roughness prevails in the upwind direction for a distance of at least 2,600 ft. or 20 times the building height, whichever is greater. For the most part, Exposure B characterizes this project site.

Exposure C: Defined by surface roughness in open terrain with scattered obstructions having heights generally less than 30 ft. This category includes flat open country, grasslands, and all water surfaces in hurricane-prone areas. Exposure C would apply where Exposures B and D do not apply. Exposure C would not apply to this site.

Exposure D: Defined by surface roughness in flat, unobstructed areas and water surfaces. This category includes smooth mud flats, salt flats, and unbroken ice. Exposure D would apply where this type of surface roughness prevails in the upwind direction for a distance at least 5,000 ft. or 20 times the building height, whichever is greater. Exposure D would also exist where the roughness immediately upwind of the site is consistent with Exposures B and C for 600 ft. or 20 times the building height, whichever is greater, from an Exposure D condition. The site is outside of Exposure D because the shoreline is just beyond 5,000 ft. as seen in Figure 2.3.

Conditions specific to the buildings at a given site can also influence the wind speed. Large, massive structures can impede the flow of wind because sites downwind are shielded. On the other hand, tall, narrow structures can locally accelerate wind speeds. The actual impact of buildings at a given site is a complex phenomenon, but general observations can be made to help assess the likelihood of a specific project producing a locally unacceptable wind environment.

When wind impinges on a building, some of the wind is directed above or around the building, some of the wind is directed downward as down-washing wind, and some of the wind stagnates, as shown in Figure 2.4. At the corners of buildings, wind is directed around the building creating corner streams. The down-washing wind and the corner streams can create locally accelerated wind speeds at the ground level.

Wind directed above and around a building can create significant negative pressures on the leeward side of the building (i.e. the side away from the direct flow of the wind) and, in extreme cases, can create even higher wind speeds on the leeward side caused by vortex shedding within the zone of recirculation flow. Generally, however, the ground level at a distance approximately twice the building height is shielded from the effects of wind by the building.

On the upwind, or windward, side of the building, the down-washing winds can create an upwind vortex that can accelerate wind speeds. Highly articulated building facades, such as those with balconies, sunshades, and building setbacks at the lower levels, can mitigate the impact of the down-washing winds because they disrupt the flow of the wind. Smooth, simple building facades do not disrupt the down-washing winds, and ground level wind speeds would be expected to be higher.

Corner streams can create high, localized, negative wind pressures on the leeward side of the building, but building orientation and the degree of building façade articulation can directly impact the resulting wind speeds at ground level. Buildings that are oriented with their broad face perpendicular to the flow of the wind will disrupt the wind flow more effectively than buildings with their broad face parallel to the wind flow. Buildings with highly articulated corners will also disrupt the wind flow, resulting in lower wind speeds.

2.2 Typical Wind Environment in Honolulu, Hawaii

The wind environment at nearby sites used in pedestrian level wind comfort assessments was characterized by analysis of surface level wind observations collected by the National Weather Service at the Honolulu International Airport. This is the closest NWS station to the site and is located on the same side of the island as the proposed project. Wind data from the airport are considered relevant to this site due to the generally similar topography at both locations. Annual wind statistics were used in the analysis without regard to season because of the relatively warm climate in Honolulu.

Figure 2.5 illustrates a wind rose that presents annual wind speed, frequency and direction for Honolulu, HI. Wind roses can be configured in different ways. Typically, the length of each spoke corresponds to the frequency the wind blows from a given direction. The concentric circles represent frequency starting from 0% of the time at the center. Depending upon the frequency distribution of the wind, the circles may represent different frequency values that vary from month-to-month or at different sites. The colors illustrate distinct frequency categories showing the percentage of time that winds blow from a given direction within specified speed ranges, as shown in the legend. The spokes correspond to the 16 cardinal compass directions (e.g., north, north northeast, northeast, etc.).

The monthly variation in wind speed and direction in Honolulu is illustrated in Figure 2.6, using wind roses configured as shown in Figure 2.5 (i.e., the concentric circles represent probability of occurrence in a month, and the colors represent wind speed). Except during the winter period from December to February, where there are some statistically significant winds blowing from different directions around the compass, the prevailing winds are nearly all from the northeast and east-northeast. Even during the winter, the prevailing wind is similar to the rest of the year, and this directional wind represents the “trade winds.”

Figure 2.7 superimposes a yearly wind rose on the Level 04 plan illustrating how the prevailing winds correspond to the orientation of the structure and the podium deck. This wind rose is configured as shown in Figure 2.5, although it has been rotated to account for the difference between true north and the orientation of the plan in the figure.

The analysis of extreme winds, such as tropical storms and hurricanes, would be accomplished by producing a 100,000-year simulation of extreme weather events for this area of the Pacific. These winds are relevant when designing the structural system of buildings or building exterior cladding, but they are sufficiently infrequent as to be irrelevant when considering pedestrian-level winds.

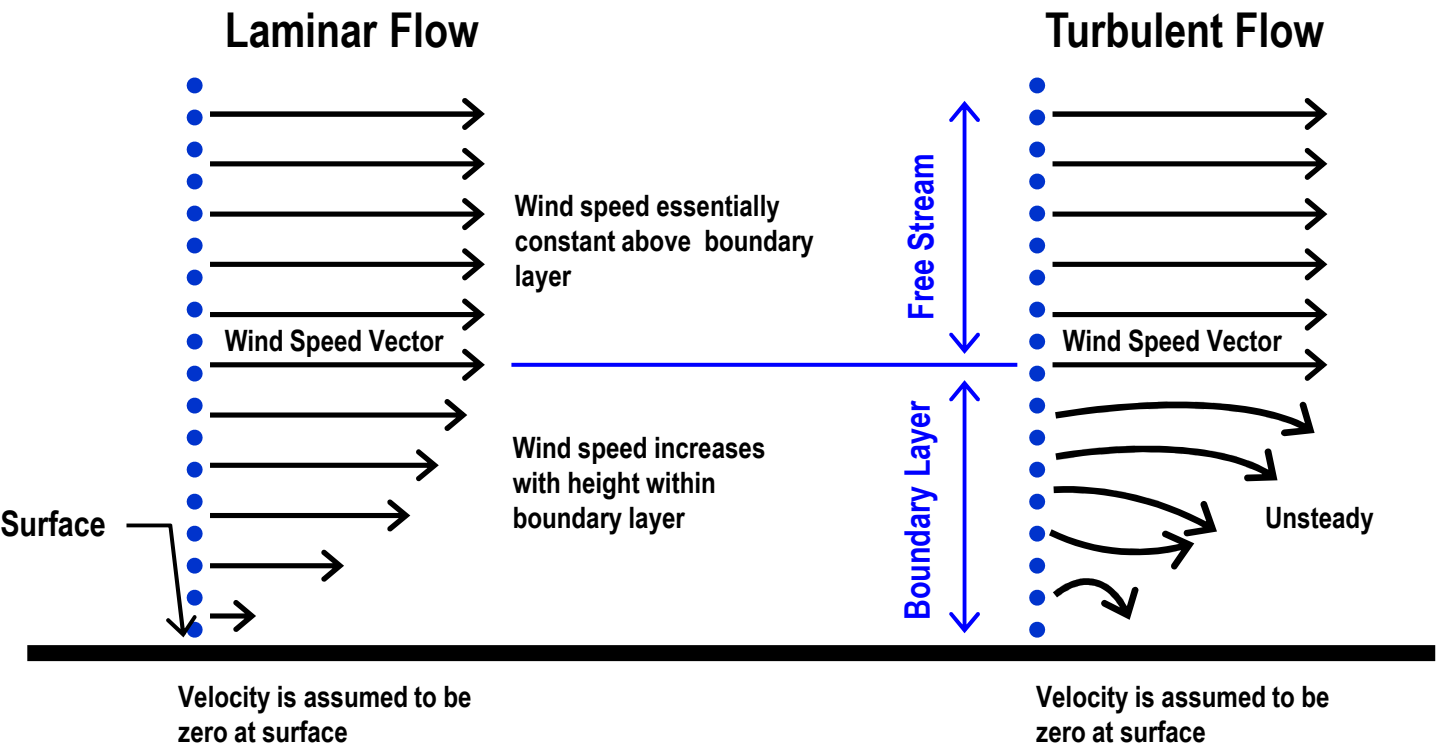
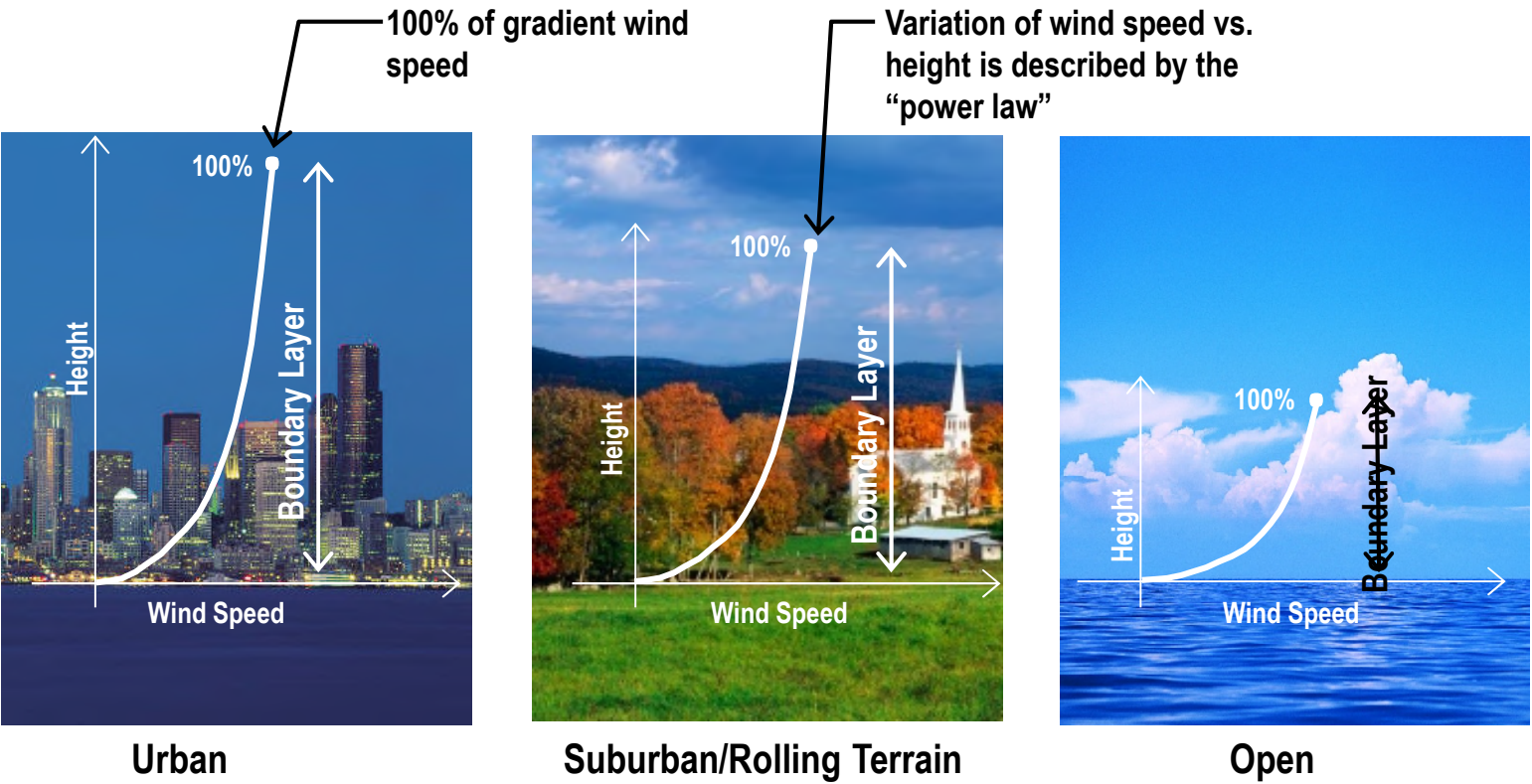


Figure 2.1: The Atmospheric Boundary Layer: Laminar and Turbulent Flow

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The height of the boundary layer increases with increasing surface roughness. An urban environment has higher surface roughness than does open country, so the boundary layer is higher in an urban environment. For a given height, the gradient wind speed will be lower in an urban environment than in other exposures, all other things being equal.

Figure 2.2: The Atmospheric Boundary Layer: Variation with Exposure Condition

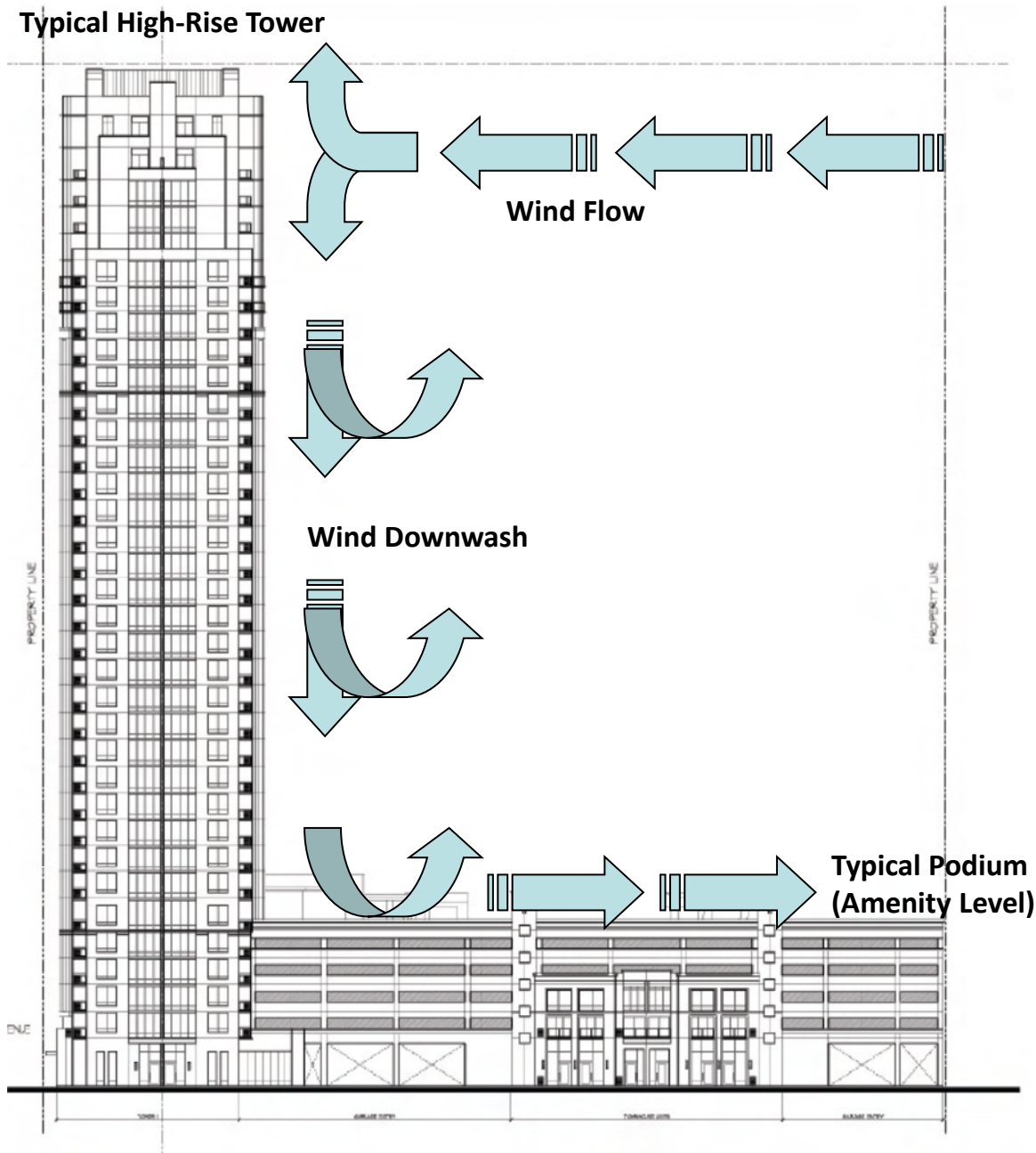
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Source: Google Earth

Figure 2.3: Radius = 5,000 ft.

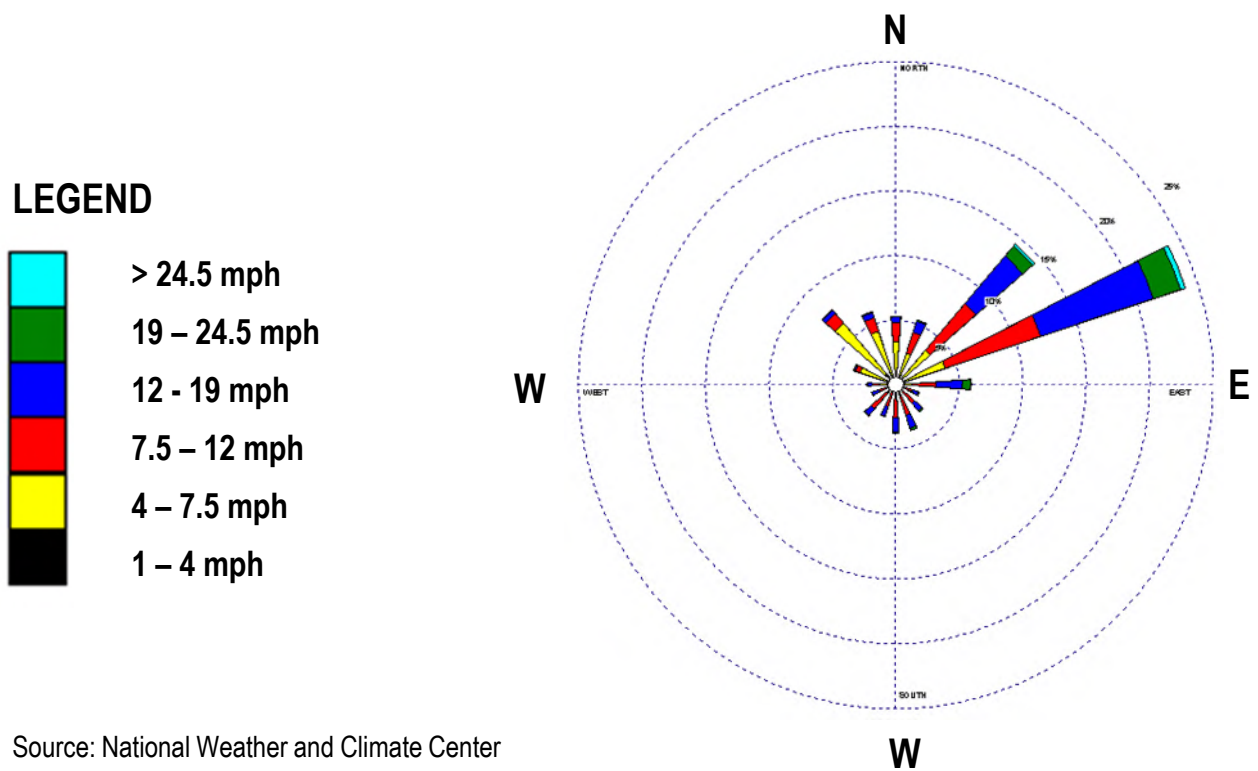
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Wind striking the face of building can be directed downward (downwash) and accelerated creating unpleasantly windy conditions for pedestrians. Articulated building facades (e.g., those with balconies) can significantly reduce wind acceleration.

Figure 2.4: Pedestrian Level Wind Flow Adjacent to Typical High-Rise Tower

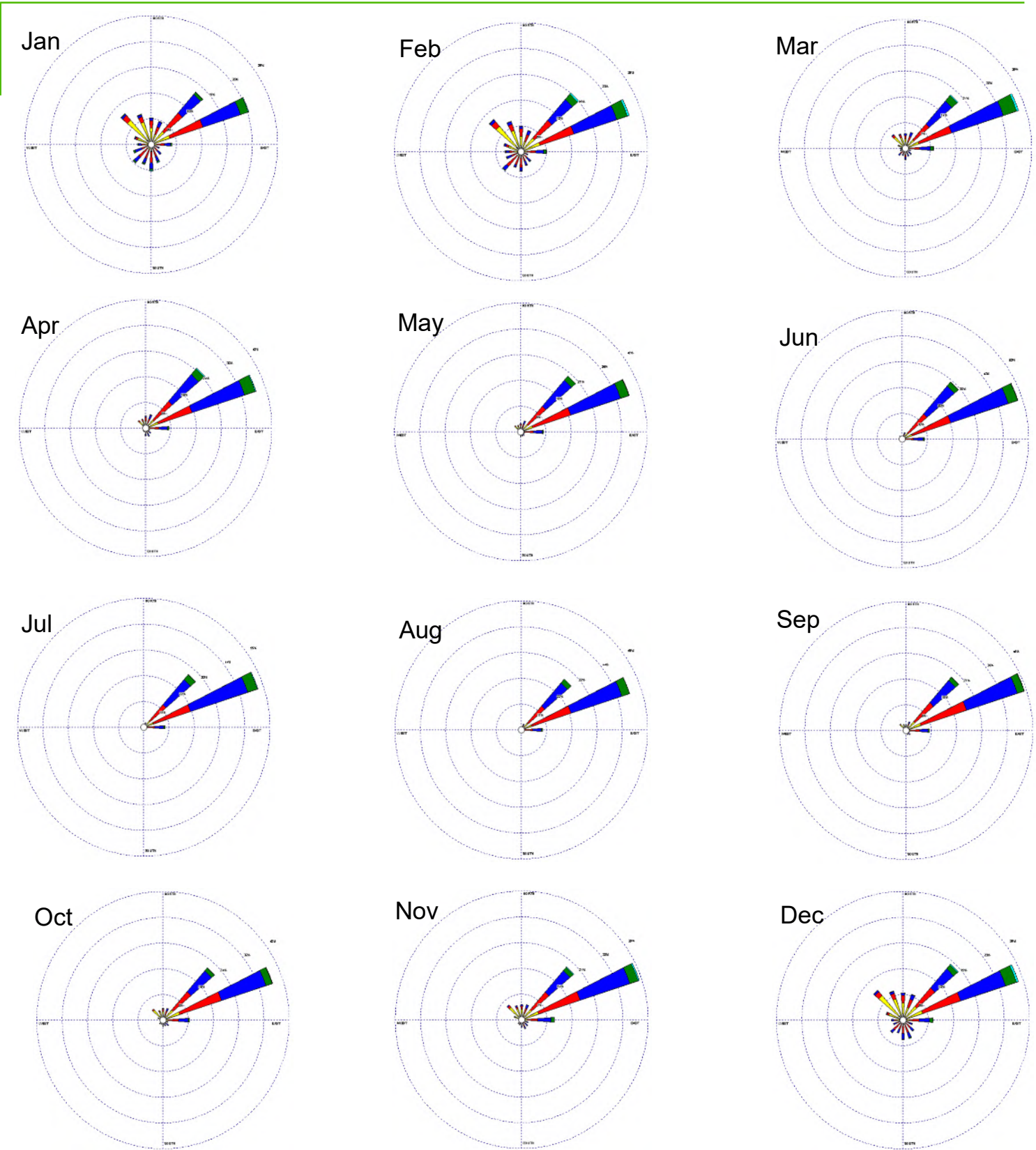
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The wind rose illustrates wind speed, frequency and direction. The length of each spoke corresponds to the frequency the wind blows from a given direction. The concentric circles represent frequency starting from 0% of the time at the center. The color bands illustrate distinct frequency categories showing the percentage of time that winds blow from a given direction within specified speed ranges, as shown in the Legend. The spokes correspond to the 16 cardinal directions (e.g., North, North northeast, Northeast, etc.).

Figure 2.5: Annual Wind Rose for Honolulu, HI

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Note: The concentric circles on these wind roses do not all represent the same frequencies because they have been normalized to the same size for presentation purposes. Source: National Weather and Climate Center

Figure 2.6: Monthly Wind Roses for Honolulu, Hawaii

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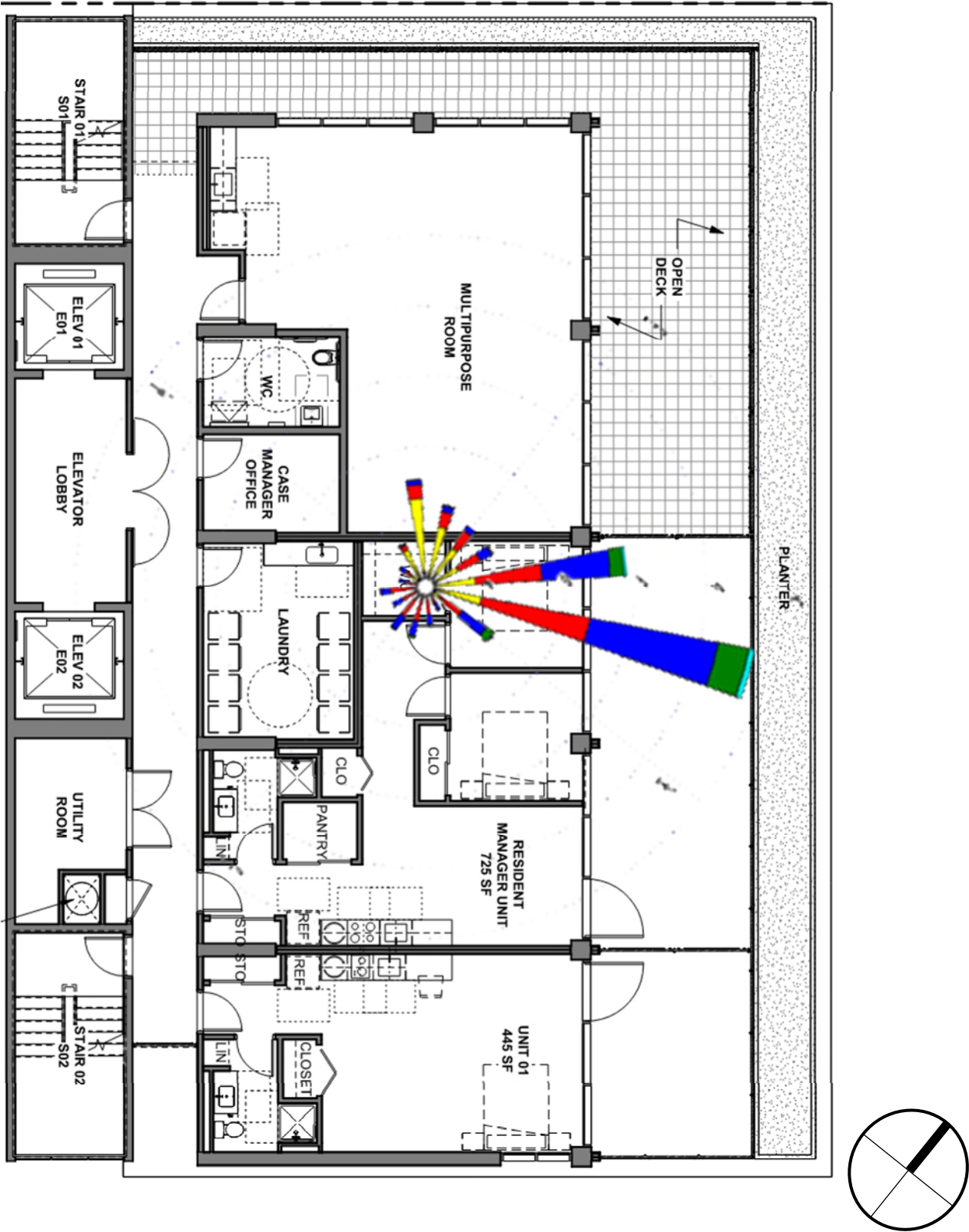


Figure 2.7: Level 04 Recreation Deck and Wind Rose

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3.0 PRELIMINARY PEDESTRIAN LEVEL WIND ASSESSMENT

The frequency of occurrence, speed, and level of turbulence of winds at street level and in amenity areas are important to the comfort and safety of pedestrians. Tall structures or rapidly changing terrain may intercept the faster wind speeds that flow higher above the ground. Consequently, pedestrian-level wind speeds can be significantly changed when a taller structure, or sharply sloping terrain divert a portion of the higher-level wind speed either down the face of the structure or along the sloping terrain until that flow reaches pedestrian level. Because the diverted winds have higher speeds than those near the ground, the effects of those diverted winds can be significant. The proposed project rises substantially above the site and can cause accelerations of the wind speeds over the site that would otherwise not occur. The purpose of this study is to assess the degree to which this acceleration is likely to occur.

3.1 Comfort Criteria

Determining whether wind speeds are acceptable at specific locations requires establishing “comfort” criteria that define wind speeds that are usually acceptable for specific pedestrian uses. The term “10% exceedance speed” is used in the criteria to account for the frequency with which winds occur. The 10% exceedance speed is the speed that is exceeded on one day out of 10, or 10% of the time. This can also be thought of as a roughly weekly occurrence.

Wind speed comfort is subjective, but the following criteria have been applied successfully to projects involving similar uses. A point on the site where the wind speed of 7 mph is exceeded not more than 10% of the time will be considered comfortable for outdoor seating and quiet activities. In this instance, 7 mph is called the “ten percent exceedance speed.” Ten-percent exceedance speed of 11 mph and less will be considered comfortable for standing and leisure walking, while those between 12 and 15 mph will be suitable for rapid walking and other occasional, more active uses. Ten percent exceedance speeds in excess of 15 mph will result in potentially uncomfortable pedestrian conditions. Ten percent exceeded speeds reaching or exceeding 36 mph create potential safety hazards for pedestrians. Except during extreme wind events, it is not anticipated that there would be reported wind speeds of this magnitude for this site.

Table 3.1
Wind Speed Comfort Criteria

Maximum Wind Speed Exceeded 10% or Less of the Time	Comfort Criterion
7 mph	Considered comfortable for outdoor seating
11 mph	Considered comfortable for standing and leisure walking
15 mph	Considered acceptable for brisk walking and other occasional uses
Greater than 15 mph but less than 36 mph	Considered potentially uncomfortable condition for pedestrians
Greater than or equal to 36 mph	Considered potentially hazardous condition for pedestrians

The seating criterion of 7 mph equivalent wind speed not-to-be exceeded more than 10% of the time year-round between 8 a.m. and 7 p.m. was based on the wind-speed seating criterion given by Penwarden (1973), Melbourne (1978), Arens (1981) and Arens et al. (1989). The interval time of interest was chosen when most of the population would be exposed to the wind. It was essentially an environmental quality decision based on the study of wind related complaints in shopping centers (Penwarden, 1973). Penwarden found that most complaints occurred when the limit of comfort (7 mph) was exceeded more than 10% of the time. The same also was found to be true for the 11-mph and 15-mph comfort criteria.

Penwarden's suggestions for the onset of discomfort were based on mean speeds, and one set of wind speed results from wind tunnel studies generally reflects mean wind speeds. The 10% exceeded wind speed is the estimated full-scale mean wind speed exceeded 10% of the time on an annual hourly averaged basis (i.e., one day out of ten the wind speed is expected to achieve this magnitude on an hourly basis).

Penwarden's recommendations did not directly reflect the effects of turbulence or gustiness. This is precisely the reason gust wind speeds must also be considered. Gusts of higher speed wind are considered acceptable if they occur infrequently. Gustiness can also be incorporated into the data evaluation by comparing the mean wind speed to the gust speed for the same probability of exceedance. In general, if the 10 percent exceedance gust speed is twice that of the mean wind speed, the wind gusts will be perceived as controlling the human comfort at a given location. At this site, it is anticipated that wind gusts govern the perceived windiness at some points that would otherwise meet the stated mean wind speed criteria.

3.2 Wind Tunnel Studies

Wind tunnel testing was not performed for this preliminary wind study; nevertheless, a general discussion of how wind tunnel studies are conducted is instructive because this preliminary PLW study considers the results from wind studies conducted nearby. Most of the studies of buildings at adjacent sites are similarly

configured to the proposed project (e.g., tall towers above a multi-story podium), and roughly similar wind environments would be expected at the sites.

In a typical wind tunnel test, a scale model would be constructed, as shown in Figure 3.1. This model was constructed for a site in Honolulu near the intersection of Kapiolani Boulevard and Kalakaua Avenue, approximately 2 miles to the southwest. A wind tunnel model would include the proposed building and significant buildings within a 900 ft. to 1,800 ft. radius of the site such that the model fits on the wind tunnel turntable. The model would include sufficiently accurate representations of building geometry to produce a reasonable simulation of the pedestrian level wind environment. Areas beyond the constructed model would be represented in the wind-tunnel using surface roughness parameters characteristic of the open water and suburban environment appropriate for this site. The flow approaching the detailed model would be generated by wind flowing past spires and over a long fetch of roughness elements mounted on the floor of the test section. The spires and floor roughness are designed to produce the variation of mean wind speed with height and variation of turbulence intensity with height expected for natural winds approaching the site.

Since models used in a wind-tunnel simulation are typically orders of magnitude smaller than the full-scale object, it is not obvious that the results obtained in a test will correspond to nature. However, results from wind-tunnel tests can be representative of full-scale conditions if critical simulation of flow parameters between the model and full-scale is satisfied. For exact modeling, all flow parameters should be matched, which is impracticable, if not impossible. Thus, similitude parameters, critical to the modeling of the present wind-tunnel simulation, must be selected.

For a pedestrian level wind study, wind speeds and turbulence intensities would be measured at representative locations both off-site and along the site perimeter. For example, off-site wind speed measurement points would be established around the building perimeter at ground level. On-site wind speed measurement points would be established in areas of interest (e.g., entrances, outdoor seating areas, pool decks, etc.). Wind speeds would be calculated for the sixteen cardinal wind directions (N, NNE, NE, ENE, E, ESE, SE, SSE, S, SSW, SW, WSW, W, WNW, NW, NNW). This provides a means for completely mapping to the historical wind data collected by the National Weather Service to conditions at the site.

Wind speed and the corresponding turbulence intensities would be measured using pedestrian level wind probes and digitally recorded for each measurement point at a sample rate of 500 Hz for 60 seconds. This would yield 30,000 voltage values that would be individually converted to instantaneous wind speed readings using a calibration curve. The 30,000 samples would then be averaged to produce a single mean

surface wind speed and the root-mean-square value for the turbulence intensity. The resulting mean speeds and turbulence intensities represent one-hour full-scale average time measurements when the wind-tunnel data is converted to full scale.

For each surface wind-speed measurement made in the wind tunnel, it is desirable to estimate an associated full-scale wind speed frequency distribution. The determination of the full-scale wind distribution will, of course, depend upon the nature of the meteorological conditions at the site. As discussed earlier, it is common to use the full-scale mean wind speed that is exceeded 10% of the time. Additionally, an evaluation of gust wind speeds would be carried out to ensure that locations with lower mean wind speeds would not be perceived as windy because they were subjected to significant gusty wind conditions.

The results from the wind tunnel testing are then presented for each of the wind speed criteria limits discussed previously, helping to explain the breeziness of the site before and after development, areas of concern and, if necessary, the effectiveness of PLW mitigation measures.

3.3 Preliminary Pedestrian-Level Wind Results

The main objective of a PLW study is to predict the wind speeds that would exist on-site and off-site for the determination of the various corresponding comfort levels. Assessment of the PLW environment is typically accomplished using wind-tunnel testing that matches full-scale meteorological data to physical modeling data. Inasmuch as this is a preliminary study, the opinions presented in this report are based on meteorological data for Honolulu, preliminary analyses of the site, and our experience with other wind studies for high-rise structures in Honolulu. Wind tunnel modeling was not a part of this preliminary assessment, but this type of testing is recommended prior to finalizing the project design.

References to compass directions in the following discussion refer to the orientation shown on Figure 1.2 (i.e., based on true north).

PLW Conditions Prior to Development

The reference suburban and open mean wind speeds for this site have 10% wind exceedance speeds of 7.5 mph and 10 mph, which suggest a naturally breezy site. The reference suburban and open wind speeds reflect the 10% wind exceedance speeds at a typical suburban site built-up with a mix of different building heights or a site exposed to flat, open terrain without intervening development, respectively. In other words, these reference wind speeds provide a frame of reference to judge how the proposed development influences the pedestrian level wind speeds.

As a result of the naturally breezy conditions, few points around and on the site are expected to satisfy the 7-mph criterion for mean or gust wind speeds, even if no development occurs, while approximately one-half as many points are expected not to satisfy the 11mph criterion for mean or gust wind speeds. The points that do not meet the 11 mph criterion are expected to be located mostly near the northeast and eastern sides of the site. All or nearly all points on and around the site are expected to satisfy the 15-mph criterion for mean and gust wind speeds prior to development.

PLW Conditions After Development

Based upon results from other PLW studies for projects in Honolulu, including studies of several projects within two miles of this project, it is anticipated that there will be few points that satisfy the 7-mph criterion for mean and gust wind speeds (i.e., approximately the same result as for the PLW conditions prior to development). This is a direct reflection of the site's characteristic breeziness, even if no development were to occur.

The number of points that do not meet the 11-mph criterion is expected to be approximately half the number of points that do not meet the 7-mph criterion. Prevailing winds generally align with Fort Street Mall, and existing structures to the east (e.g., the cathedral) provide little direct shielding from these winds except near grade. The orientation of the project relative to the prevailing wind and existing buildings suggest that the Fort Street Mall frontage and the recreation deck on Level 04 may be perceived as gustier compared to sites located to the northeast, where there is a greater proportion of low-rise structures. As a result, some points that satisfy the 11-mph criterion based on mean wind speed will not satisfy the 2x11-mph criterion when gusting is considered.

Nearly all points are expected to satisfy the 15-mph criterion. Points that do not satisfy the 15-mph criterion are anticipated to occur in selected locations around the site perimeter at grade. It is anticipated that there will be no points that come close to exceeding the hazard condition (i.e., 10% mean exceedance speed of 36 mph).

The project envisions a somewhat articulated façade resulting from projecting slab edges. Down-washing winds impinging on the Level 04 recreation deck from the tower facades may be mitigated to some degree by this articulation. The setback of the residential levels from the podium will help disrupt down-washing winds that would otherwise impinge on pedestrians at ground level. These factors are not expected to significantly increase wind speeds beyond the boundaries of the site. Nevertheless, the complex interaction between project elements and the wind and the difficulty in predicting the resulting behavior are an important reasons why wind tunnel studies are generally recommended for projects of this type.

3.4 Pedestrian-Level Wind Mitigation

Mitigation options for windier on-site points include landscaping and screening for areas directly in the path of the prevailing wind. Although not modeled directly in most wind tunnel studies, landscaping around the project or on the Level 04 recreation deck would be expected to reduce the wind speeds. Landscaping must be relatively dense to provide effective protection. Maintenance of mature street trees, or installation of similar trees as a part of the project, is one way of reducing the impact of higher wind speeds and gusting around the building perimeter. Overly flexible planting can itself be distracting if it moves too much in the wind.

Vertical and horizontal screening may also help reduce the wind speed. Vertical screening that is opaque to the wind (e.g., a glass wall) generally creates a protected area that is twice as deep as the screen is tall, whereas open screening is less effective. For example, screening that is 50% open will protect an area that is generally no deeper than the height of the screen. In addition to the overhangs around the building, umbrellas may be able to provide localized protection from vertically oriented wind.

Definitive advice regarding mitigation strategies is difficult to provide in the absence of wind tunnel testing that investigates specific mitigation measures. One important reason for this is that acceleration of the wind is a function of many factors, including, but not limited to, the direction of prevailing winds, the presence of adjacent buildings, and the relative mix of wind washing down the face of the building vs. channeled wind. Thus, strategies that rely on blocking prevailing wind may not prove as effective as intuition would suggest.

Observation of wind speeds in other Honolulu locations may provide insight as to whether the wind speeds are unduly objectionable. The windiest points are expected to correspond to typical open (unprotected) sites in the Honolulu area, while the balance of the windy points is expected to correspond to typical suburban (developed) sites in the Honolulu area. The warmer climate in Honolulu may increase user tolerance somewhat to otherwise objectionable wind speeds, although some objectionable aspects of faster wind speeds are not necessarily related to temperature (e.g., movement of paper goods and partially filled paper cups).

If accessibility requirements limit the maximum force needed to open a door, mechanical door openers may be required in areas where faster wind speeds are anticipated.



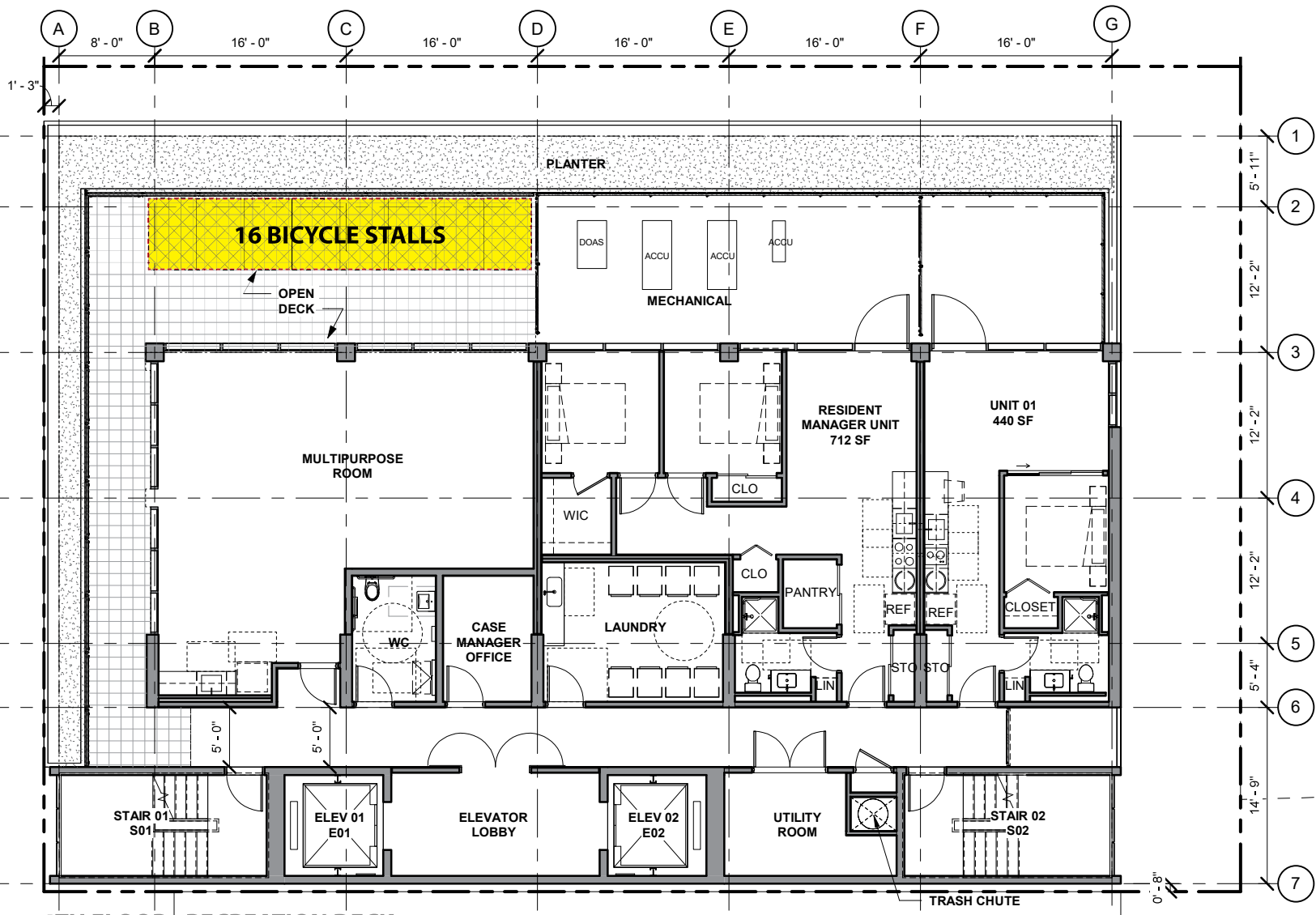
Wind study model, from another Honolulu project, viewed from northwest looking upwind into the wind tunnel. Upwind of the test section can be seen the devices used to simulate surface conditions beyond the detailed model.

Figure 3.1: Representative Wind Study Model (from another Honolulu project)

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4TH FLOOR - RECREATION DECK



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December 8, 2022

Ms. Dawn Takeuchi-Apuna, Acting Director
Department of Planning and Permitting
650 South King Street, 7th Floor
Honolulu, Hawaii 96813

Attention: Mr. Michael Kat

Dear Ms. Takeuchi-Apuna:

**Extension of Time for the Fort Street Mall Affordable Senior Rental Housing HRS,
Chapter 201H Program Application Review
1155 and 1159 Fort Street Mall, Honolulu, Hawaii, 96813
(1) 2-1-010: 033 & 034
Reference: 2022/GEN-12**

On behalf of the Applicant, Catholic Charities Housing Development Corporation (CCHDC), we are requesting a 30-day extension to allow the DPP adequate time to review the submittal documents, assess the impacts of the subject project, and transmit its recommendation to the Honolulu City Council. We kindly and respectfully request DPP's assistance and efforts in expeditiously completing its review.

Should you have questions, please do not hesitate to call me at (808) 748-7431 or email me at isaiahs@rmtowill.com.

Very truly yours,

Isaiah T. K. Sato
Isaiah T. K. Sato

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January 6, 2023

Ms. Dawn Takeuchi-Apuna, Director Designate
Department of Planning and Permitting
650 South King Street, 7th Floor
Honolulu, Hawaii 96813

Attention: Mr. Michael Kat

Dear Ms. Takeuchi-Apuna:

**Request for Exemption - ROH Chapter 16A-4.4 Light - Ventilation
HRS, Chapter 201H - Fort Street Mall Affordable Senior Rental Housing
1155 and 1159 Fort Street Mall, Honolulu, Hawaii, 96813
(1) 2-1-010: 033 & 034
2022/GEN-12**

On behalf of the Applicant, Catholic Charities Housing Development Corporation (CCHDC), we are submitting this letter in support of CCHDC's HRS Chapter 201H application requesting, *inter alia*, exemption from the strict application of Revised Ordinances of Honolulu (ROH) Chapter 16A-4.4 relating to lighting and ventilation exemption.

Light and ventilation for buildings are regulated through the ROH Chapter 16A Housing Code and the currently adopted 2012 International Building Code (IBC) Chapter 12 Interior Environment. The ROH Chapter 16A-4.4 (a) Natural light and ventilation states the following:

All guest rooms and habitable rooms within a dwelling unit or congregate residence shall be provided with natural light by means of windows or skylights with an area of not less than one-tenth of the floor area of such rooms with a minimum of 10 square feet. Not less than one-half of the required window or skylight area shall be openable to provide natural ventilation.

CCHDC is requesting an exemption for its senior affordable housing project to provide interior bedroom units in lieu of studio units as shown in the enclosed schematic plans. This layout would provide the senior residents with personal privacy and separation from the living and kitchen areas of the unit.

Although initially a health and safety concern requiring natural ventilation and lighting, with the advancement of modern ventilation systems and artificial lighting these concerns are no longer applicable. This is evidenced by the 2018 IBC which allows for the provision of artificial light

Ms. Dawn Takeuchi-Apuna

January 6, 2023

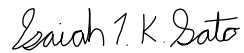
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and mechanical ventilation in lieu of natural light (IBC 2018 Section 1202.1 and 1204.3). Moreover, the State has adopted the 2018 IBC as the State's Building Code utilizing mechanical ventilation and artificial lighting which demonstrates local acceptance of the modernization in the 2018 IBC. Honolulu is currently reviewing the State Building Code for adoption, however, in the meantime the Honolulu Housing Code requires compliance with the 2012 IBC.

The National Association of Industrial and Office Properties (NAIOP), General Contractors Association of Hawaii (GCA), and the Building Industry Association of Hawaii (BIA) have been working together to address the conflict between the Housing Code and the 2018 IBC. They are requesting the City to consider that if there is a conflict between the Housing Code and the 2012 IBC, that the more current State adopted 2018 IBC prevail.

If you should have questions, or wish additional information, please feel free to contact me at (808) 748-7431 or isaiahs@rmtowill.com

Very truly yours,



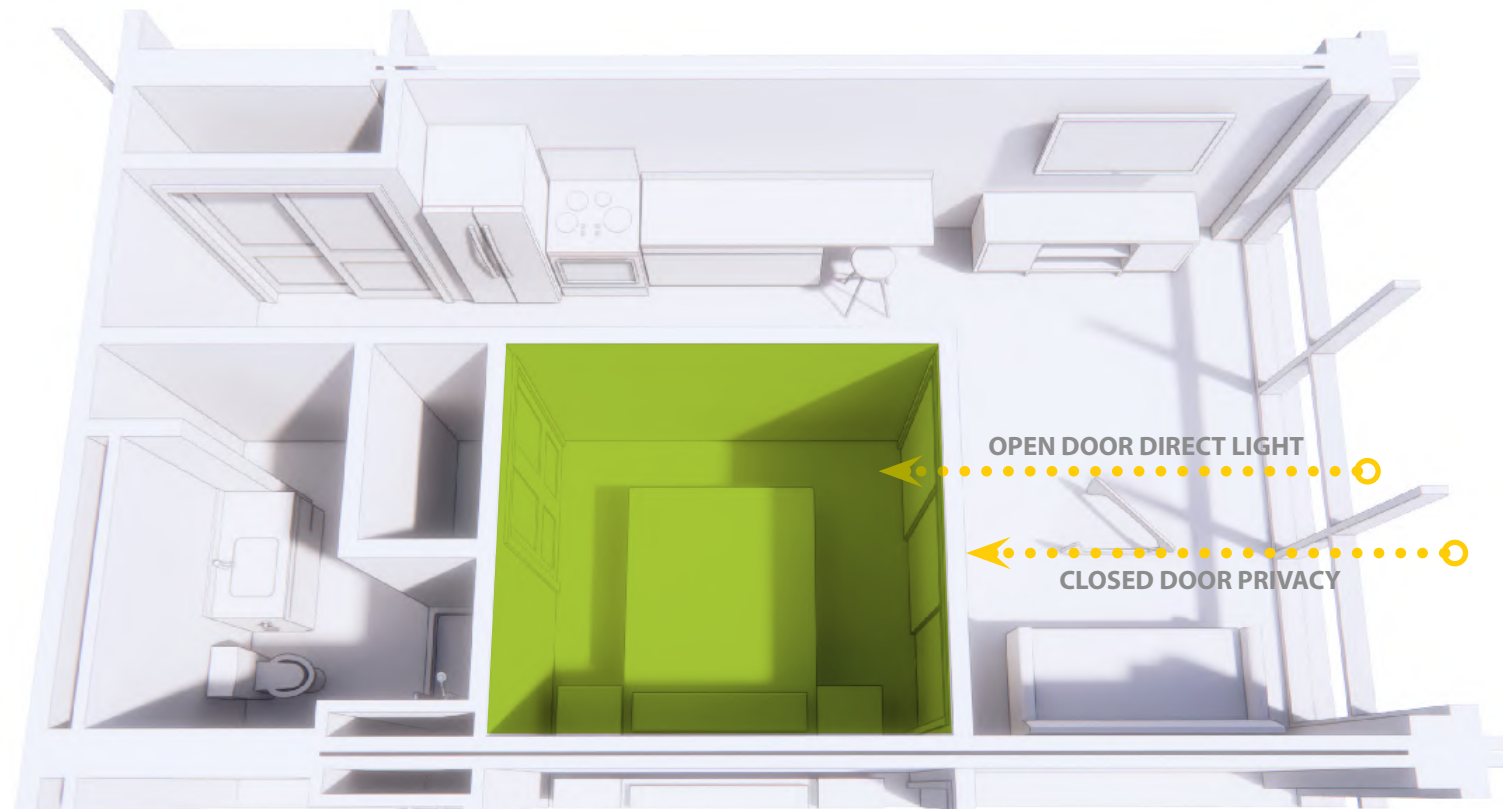
Isaiah T. K. Sato

Enclosures



THE RESIDENCES AT BISHOP PLACE

1 BEDROOM



1155 & 1159 FORT STREET MALL

1 BEDROOM

1155 & 1159
FORT STREET MALL

THE RESIDENCES AT
BISHOP PLACE



REVISED ORDINANCES OF HONOLULU

CHAPTER 16A-4.4 - LIGHT AND VENTILATION

§ 16A-4.4 Light—Ventilation.

(a) Natural light and ventilation.

(1) All guest rooms and habitable rooms within a dwelling unit or congregate residence shall be provided with natural light by means of windows or skylights with an area of not less than one-tenth of the floor area of such rooms with a minimum of 10 square feet. Not less than one-half of the required window or skylight area shall be openable to provide natural ventilation.

(2) All bathrooms, water closet compartments, laundry rooms, and similar rooms shall be provided with natural ventilation by means of windows with an openable area not less than one-twentieth of the floor area of such rooms with a minimum of 1.5 square feet.

(b) Origin.

(1) Required windows shall open directly onto the public way or a yard or court located on the same lot as the building.

Exception: required windows may open into a roofed porch or lanai where the porch or lanai:

(A) Abuts a public way, yard, or court;

(B) Has a ceiling height of not less than 7 feet; and

(C) Has the longer side at least 50 percent open and unobstructed. The area of fixed openings in open guardrails of minimum height may be credited for this requirement.

(2) A required window in a service room may open into a vent shaft that is open and unobstructed to the sky and not less than 4 feet in least dimension. No vent shaft shall extend through more than two stories.

(3) For the purpose of determining light and ventilation requirements, any room may be considered as a portion of an adjoining room when one-half of the area of the common wall is open and unobstructed and provides an opening of not less than one-tenth of the floor area of the interior room or 25 square feet, whichever is greater.

(c) Mechanical ventilation.

(1) In lieu of required openable windows for natural ventilation, a mechanical ventilation system may be provided for all spaces except bedrooms.

(2) Mechanical ventilation systems for bathrooms containing a bathtub or shower or combination thereof, laundry rooms, and similar rooms, shall provide not less than five air changes per hour and shall be connected directly to the outside. The point of discharge of exhaust air shall be at least 3 feet from any opening which allows air entry into occupied portions of the building.

(3) Mechanical ventilation systems for all habitable rooms, except bedrooms, and public corridors shall be capable of providing not less than two air changes per hour. At least one-fifth of the air supply shall be taken from the outside.

(4) All bathrooms, lavatories and toilet compartments that are ventilated by mechanical ventilation shall have fixed openings, from adjacent rooms or corridors or from other approved sources, which are sufficient to provide an inflow of air necessary to make exhaust ventilation effective. The exhaust air from bathrooms, lavatories, and toilet compartments shall not be recirculated. Exhaust duct systems for toilet compartments and bathrooms shall be separate from the exhaust duct systems for other portions of a building.

(5) Toilet compartments, bathrooms, and kitchens ventilated in accordance with this subsection may be provided with artificial light. When a water closet in a bathroom or toilet compartment is completely enclosed by partitions, such enclosure shall be separately lighted and ventilated.

(6) Systems of mechanical ventilation installed to comply with this code shall be kept in good working order and in continuous operation at all times during occupancy of the room served by such system. All openings to ventilators shall be ratproofed.

(d) *Hallways.* All public hallways, stairs, and other exitways shall be adequately lighted at all times in accordance with the building code.

(Sec. 25-4.4, R.O. 1978 (1983 Ed.)) (1990 Code, Ch. 27, Art. 4, § 27-4.4) (Am. Ord. 97-50)



IBC 2018

CHAPTER 12 - INTERIOR ENVIRONMENT

SECTION 1202 VENTILATION

1202.1 General. Buildings shall be provided with natural ventilation in accordance with Section 1202.5, or mechanical ventilation in accordance with the *International Mechanical Code*.

Where the air infiltration rate in a *dwelling unit* is less than 5 air changes per hour where tested with a blower door at a pressure 0.2 inch w.c. (50 Pa) in accordance with Section R402.4.1.2 of the *International Energy Conservation Code—Residential Provisions*, the *dwelling unit* shall be ventilated by mechanical means in accordance with Section 403 of the *International Mechanical Code*. *Ambulatory care facilities* and Group I-2 occupancies shall be ventilated by mechanical means in accordance with Section 407 of the *International Mechanical Code*.

1204.3 Artificial light. Artificial light shall be provided that is adequate to provide an average illumination of 10 footcandles (107 lux) over the area of the room at a height of 30 inches (762 mm) above the floor level.