

Bill 11 (2023), CD1
Testimony

Waikīkī Transportation Management Association Special Improvement District



*Making Waikīkī better
...one curb at a time.*

April 18, 2023

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

SUBJECT: Bill 11, CD1, Requested Amendments

Dear Chair Waters and Councilmembers,

The Waikīkī Transportation Management Association (WTMA) Special Improvement District (SID) requests your consideration of amendments to Bill 11, CD1, relating to the Executive Operating Budget and Program for the Fiscal Year July 1, 2023, to June 30, 2024. The amendments will add \$654,000 to the FY24 Statement of Revenues and Surplus with a corresponding current expense appropriation of \$654,000 for the WTMA SID.

The requested amendments are identical to the ones you approved last year. The attached pages from Bill 14 (2022), CD2, FD1, offer the exact amendment we are seeking. All funding will be from revenue generated by Waikīkī's SID Permit Fee collected by the Department of Customer Services since January 2020. The Department of Budget and Fiscal Services has set aside the Waikīkī SID Permit Fee and Decal revenues into a trust fund account. None of these funds have been expended; however, the ability to transfer these funds to the WTMA may lapse with the end of the current fiscal year.

By FY24, the Waikīkī SID Permit and Decal Fees will have been collected for over four fiscal years. As of this date, none of these funds have been expended. It is time to use these funds for the purposes intended when you approved Ordinance 17-58. The WTMA has taken all actions requested by the City to receive these funds. The WTMA Annual Report transmitted to you last year identified the projects and programs these funds will support as specified by Ordinance 17-58.

We appreciate your consideration of our Bill 11, CD1, requested amendments. I would be glad to meet with any Councilmember who desires further background on the work of our WTMA.

Thank you for your support of the WTMA.

Sincerely yours,

Rick Egged, President
Waikīkī Transportation Management Association Special Improvement District

Attachments

Cc: WTMA Board of Directors



CITY COUNCIL
CITY AND COUNTY OF HONOLULU
HONOLULU, HAWAII

ORDINANCE 22-13

BILL 14 (2022), CD2, FD1

A BILL FOR AN ORDINANCE

AMENDMENTS TO EXECUTIVE OPERATING PROGRAM

CD1 Amendments = Plain Text; CD2 Amendments = *Italic Text*; FD1 Amendments = **Bold Text**

II. AMENDMENTS RELATING TO DETAILED STATEMENT OF REVENUES AND SURPLUS

<u>Fund</u>	<u>Amendment</u>	<u>Amount</u>	<u>Fund</u>
General Fund	Increase "General Excise Tax (GET) Surcharge"- Info from D-201, D-237 & D-307 (Deposited into the General Fund to comply with HRS 248-2.6)	\$301,311,003	GN
General Fund	Increase "Transient Accommodations Tax (TAT)"- Info from D-201, D-237 & D-307 (Deposited into the General Fund to comply with HRS 237D-2)	\$64,682,120	GN
General Fund	Decrease "Recov Debt Svc-HART"- Info from D-206	(\$138,092,500)	GN
General Fund	Increase "Recov - Direct Costs HART"- Info from D-247	\$307,664	GN
General Fund	Increase "Interfund Transfer for General Excise Tax (GET) Surcharge" to Transit Fund	(\$301,311,003)	GN
General Fund	Increase "Interfund Transfer for Transient Accommodation Tax" to Transit Fund	(\$64,682,120)	GN
Transportation Fund	Increase "Supplemental Curb Load Zone-Permit"- Info from D-313	\$140,000	BT
Transportation Fund	Increase "Supplemental Curb Load Zone-Decals"- Info from D-313	\$14,000	BT
Transportation Fund	Increase "Unreserved Balance" for past collections of "Supplemental Curb Load Zone-Permit" and "Supplemental Curb Load Zone-Decals"- Info from D-313 & D-325	\$500,000	BT
Community Development Fund	Decrease "CDBG, PI-93-383"- Info from D-384	(\$369,548)	CD
Federal Grants Fund - Operating	Increase "HOME Grant"- Info from D-384	\$250,608	FG
Federal Grants Fund - Operating	Decrease "Emerg Shelter Grants Prgm"- Info from D-384	(\$657)	FG



CITY COUNCIL

CITY AND COUNTY OF HONOLULU
HONOLULU, HAWAII

ORDINANCE 22-13

BILL 14 (2022), CD2, FD1

A BILL FOR AN ORDINANCE

FUNCTION/PROGRAM/

AGENCY/ACTIVITY

AMENDMENT

POS.

AMOUNT CH FD

UTILITIES OR OTHER ENTERPRISES

MASS TRANSIT

Department of Transportation Services

Administration

Add funding for current expenses. Add proviso: "At least \$654,000 out of current expenses shall be appropriated for the Waikiki Improvement District to fulfill the purpose of Ordinance 17-58."

\$654,000 CE BT

DEBT SERVICE

BOND PRINCIPAL AND INTEREST

City and County Bonds

Reduce funding for current expenses for debt service related to the Honolulu Authority for Rapid Transportation

(\$138,092,500) CE GN

MISCELLANEOUS

OTHER MISCELLANEOUS

Provision for Vacant Positions

Reduce funding for current expenses for positions vacant since January 1, 2011

(\$9,846,705) CE GN

Provision for Vacant Positions

Restore funding for current expenses

\$7,346,705 CE GN

Provision for Judgments, Settlements and Losses

Reduce funding for current expenses

(\$2,500,000) CE GN

Provision for ARPA Funding

Add new activity: "Provision for ARPA Funding"

Provision for ARPA Funding

Delete new activity: "Provision for ARPA Funding"

Provision for ARPA Funding

Add funding for current expenses

\$1,000 CE FG

Provision for ARPA Funding

Delete funding for current expenses

(\$1,000) CE FG

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY AND COUNTY OF HONOLULU
DEPARTMENT OF TRANSPORTATION SERVICES AND
THE WAIKĪKĪ TRANSPORTATION MANAGEMENT ASSOCIATION
REGARDING SUPPLEMENTAL SERVICES AND IMPROVEMENTS**

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered into and effective as of April 17, 2023 (the "Effective Date"), by and between the CITY AND COUNTY OF HONOLULU (the "City"), whose mailing address is 530 S. King Street, Honolulu, Hawai'i 96813 and the WAIKĪKĪ TRANSPORTATION MANAGEMENT SPECIAL IMPROVEMENT DISTRICT NO. 4 (the "WTM District") through the Board (the "WTMA Board") of the WTM District Association (the "WTMA"), whose mailing address is 2250 Kalākaua Avenue, Suite 315, Honolulu, Hawai'i 96815. City and WMTA collectively are the "Parties," and individually, a "Party," all as governed by the context in which such words are used.

WHEREAS, pursuant to Section 6-1703 of the Revised Charter of the City and County of Honolulu 1973 (Amended 2017 Edition), as amended (the "Charter"), the powers and duties of the director of the City's Department of Transportation Services ("DTS") include:

- (a) Direct and perform program planning, operation and maintenance of the city's multimodal transportation system in accordance with the general plan and development plans, and advise on the development thereof.
- (b) Direct and perform the planning, engineering, design, and construction for minor improvement projects for transportation systems, including bikeways but excluding the city's fixed guideway mass transit system as determined and identified by the director.
- (c) Locate, select, install and maintain traffic control facilities and devices.
- ...
- (f) Manage and maintain all commercial parking facilities except facilities that are attached or adjacent to a building or project managed by another city agency, and direct and perform planning, engineering, design, construction, and minor improvement projects for said parking facilities as determined and identified by the director
- ...
- (i) Identify, create and recommend new sources of revenue from non-fare sources to provide additional funding for the planning, operation and maintenance of the multimodal transportation system, including:
 - ...
 - (3) Entering into public-private partnerships or other innovative business relationships with private entities or other public agencies.

- (4) Engaging in concessions or other means for advertising, parking or other revenue-generating activities as permitted by law in or associated with any multimodal municipal transportation facilities;

WHEREAS, the DTS director also has substantial responsibilities for administering Chapter 15 (“Traffic and Vehicles”) of the Revised Ordinances of Honolulu 2021 (“ROH”);

WHEREAS, in 2013, the Waikīkī Transportation Stakeholders Oversight Committee approved the Waikīkī Regional Circulator Study final report that included a recommendation to form a Transportation Management Association for Waikīkī for the purpose of supporting the City by performing functions such as enforcement of traffic regulations, coordination of deliveries and use of on-street curb-related activities, oversight of development of additional shared parking, and advocacy for alternative transportation programs to reduce parking demand and vehicle traffic congestion;

WHEREAS, Ordinance 17-57 authorizes a special improvement district to provide and finance supplemental services and improvements including delegable transportation management services, including traffic operations, parking control and supply development, mobility enhancements for all modes of travel, physical and operational access improvements, information displays, and the installation and maintenance of related electronic devices;

WHEREAS, Ordinance 17-58 establishes the WTM District in accordance with the terms of ROH Chapter 28 (“Special Improvement Districts”), and establishes the Waikīkī Transportation Management Special Improvement District Plan (the “WTM District Plan”);

WHEREAS, pursuant to Ordinance 17-58, the City is a member of the WTMA and is represented on the WTMA Board by the mayor or mayor’s designee, the councilmember of the district, the DTS director or director’s designee, the Department of Facility Maintenance chief engineer or chief engineer’s designee, and the Department of Budget and Fiscal Services director or director’s designee;

WHEREAS, the WTM District, and the land area under the purview of the WTMA, is defined by Ordinance 17-58, and depicted by Attachment A thereto;

WHEREAS, the WTM District was created to provide and finance delegable transportation management services, transportation improvements, and the operation, maintenance, removal and replacement of any other supplemental services or improvements allowed by law;

WHEREAS, the WTM District was also created to develop and implement a Waikīkī Transportation Management Plan to direct the coordinated management of delegable Waikīkī transportation operations among various public and private stakeholders toward the long term sustainability of Waikīkī;

WHEREAS, in accordance with the WTM District Plan, WTMA may perform, as supplemental services, ministerial functions delegated by the City as allowed by law;

WHEREAS, the Parties recognize that this MOU is a prudent precedent to subsequent agreements, new ordinances and policies, or other actions necessary to facilitate supplemental services performed and improvements made by the WTMA as described herein;

NOW, THEREFORE, in consideration of the foregoing, and subject to the terms and conditions set forth below, the Parties do hereby agree as follows:

1.0 GENERAL PROVISIONS

- 1.1 The MOU and any subsequent agreements between the Parties are subject to and shall comply with the conditions of the WTM District Plan.
- 1.2 The Parties agree that this MOU contemplates the execution and delivery of future agreements in order to fully effectuate the WTM District Plan. The Parties agree to provide the necessary resources and to work in good faith to diligently and timely develop the final form and contents of such agreements.
- 1.3 The WTMA will coordinate contributions of private funding for its projects and may request the City to apply for grants on behalf of the WTMA or to support WTMA's pursuit of grants to fund activities contemplated by this MOU. The City may agree to or decline such requests in its sole discretion.

2.0 BASELINE SERVICES AND SUPPLEMENTAL SERVICES

- 2.1 The scope of services subject to this MOU are limited to delegable transportation management services within the WTM District, including traffic operations, parking control and supply development, mobility enhancements for all modes of travel, physical and operational access improvements, information displays, and the installation and maintenance of related electronic devices. The City, in its sole discretion, shall determine whether a service is delegable. Delegable services will be ministerial functions that are well prescribed and not left to discretion. Any functions that are within the City's discretionary authority shall not be delegated to the WTMA by this MOU.
- 2.2 Services currently provided by the City within the WTM District are identified in Appendix A and establish the Baseline Services. Nothing in Appendix A shall be interpreted as an obligation or duty on the part of the City to provide a service or perform a function upon demand or within a specified period of time.
- 2.3 Supplemental Services to be provided and financed by the WTMA shall be in addition to the Baseline Services. The Parties shall agree to the terms and conditions of each of the Supplemental Services to be provided, and these agreements shall be documented and appended to this MOU.

3.0 POLICY RECOMMENDATIONS; COORDINATION AND PROCESS

- 3.1 The WTMA may recommend new policies or amendments to policies that will support high quality, multimodal, convenient, safe, cost-effective and equitable transportation facilities and services. Each policy recommendation shall be approved by the WTMA Board. Upon approval by the WTMA Board, the Parties shall coordinate the process for City review and, if approved by the City, for City adoption and implementation.
- 3.2 For legislative proposals for the City Council, the Parties may jointly or individually draft the resolution or bill for an ordinance. Unless otherwise agreed to by the City representatives on the WTMA Board, DTS shall follow the City's processes for review and approval of legislative proposals submitted by the Executive branch, including review and approval by the Department of the Corporation Counsel, the Department of Budget and Fiscal Services, and the Managing Director.
- 3.3 For amendments to administrative rules, the Parties shall coordinate the drafting of the rule language, as well as a reasonable timeline for the rulemaking process. The Parties acknowledge that this process shall include processes prescribed by law, including Chapter 91 of the Hawaii Revised Statutes, and may include public notices, public hearings, review by the Small Business Regulatory Review Board, and review and approval by the Department of the Corporation Counsel, affected City agencies, and the Mayor.
- 3.4 For policy recommendations supported by both Parties, the Parties agree to advocate for approval and adoption, including but not limited to providing and soliciting testimony in support to the City Council, Neighborhood Boards, and other appropriate public hearings and meetings.

4.0 COMMISSION OF STUDIES AND PLANS

- 4.1 The WTMA is uniquely positioned to identify occurrences, trends, and practices over time that are related to or impact transportation services in Waikīkī, that may affect City transportation policies and services, and that may necessitate analysis and evaluation. The DTS may commission studies or plans to be conducted by the WTMA.

5.0 FUNDING & DUES

- 5.1 WTMA collects dues from its membership in order to finance WTMA's administrative activities and supplemental services. Pursuant to the WTM District Plan, the WTMA may accept dues, fees, grants, and donations from private institutions, the City, State government, Federal government, other public entities, individuals, and other not-for-profit organizations.

- 5.2 Any payment obligations of the City shall be subject to the availability and appropriation of funds. The DTS shall pay the membership dues to the WTMA on behalf of the City only from appropriated, available funds. WTMA further acknowledges that such funds may not be appropriated and available until after July 1 of the applicable WTMA Fiscal Year.
- 5.3 Section 7(d) of the WTM District Plan requires the WTMA Board to determine, as part of its annual budget, "the aggregate amount of all monies that the District Association proposes to collect for that Fiscal Year from all funding sources permitted under this Plan and any surplus from the previous Fiscal Year." In calculating this amount annually, the WTMA Board shall set the amount to be charged for its membership dues in its annual budget and shall notify members in writing.

6.0 MODIFICATION & TERM

- 6.1 The Parties agree that this MOU shall take effect upon the Effective Date and shall have the same term as the WTM District Plan

7.0 INDEMNIFICATION AND INSURANCE

- 7.1 The WTMA shall indemnify, defend and hold harmless the City and its officers and employees against any claim arising out of an act or omission of the WTMA or its board, directors, officers, employees, contractors, or agents in executing the WTM District Plan or this Agreement, or otherwise performing the duties of the WTM District.
- 7.2 The WTMA shall also obtain and maintain in force insurance against liability arising out of an act or omission of the WTMA or its board, directors, officers, or employees in executing the District Plan, this Agreement, or otherwise performing the duties of the WTMA, in amounts satisfactory to the City's Corporation Counsel.

8.0 COMPLIANCE WITH LAWS

- 8.1 The City's agreements herein shall not be deemed to override any constitutional obligations of the City, or rights, restrictions or obligations established by federal or state law, the City Charter, or any final order of any court of law.
- 8.2 The City's obligations under this Agreement shall be subject to all applicable laws, and the City shall not bear any liability to the WTMA or its board, directors, officers or employees for failing to perform any part of this Agreement that is contrary to law.

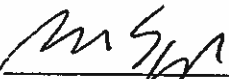
9.0 MISCELLANEOUS

- 9.1 **Entire Agreement.** This MOU and the exhibits hereto contain the entire agreement and understanding between the Parties concerning the subject matter of this MOU and supersede all prior agreements, terms, understandings, conditions, representations and warranties, whether written or oral, made by the Parties concerning the matters which are the subject of this MOU. The Parties acknowledge that each Party and its counsel have reviewed this MOU and participated in its drafting and therefore that the rule of construction that any ambiguities are to be resolved against the drafting Party shall not be employed nor applied in the interpretation of this MOU.
- 9.2 **Amendments and Waivers.** No addition to or modification of this MOU shall be effective unless set forth in writing and signed by all Parties. The Party benefited by any condition or obligation may waive the same, but such waiver shall not be enforceable by another Party unless made in writing and signed by the waiving Party. No delay or failure to require performance of any provision of this MOU shall constitute a waiver of that provision. Any waiver granted shall apply solely to the specific instance expressly stated.
- 9.3 **Severability.** The provisions of this MOU are intended to be severable. If for any reason any provision of this MOU shall be held invalid, illegal or unenforceable in whole or in part, then that provision shall be ineffective only to the extent of the invalidity, illegality or unenforceability, without in any manner affecting the validity, legality or enforceability of the unaffected portion and the remaining provisions of the MOU.
- 9.4 **Counterparts; Electronic Delivery.** This MOU may be executed in any number of counterparts. Each counterpart will be deemed to be an original instrument, but all the counterparts together will constitute but one MOU. The submission of a signature page transmitted by facsimile, PDF format (via e-mail), or other similar electronic transmission facility, will be considered as an "original" signature page for purposes of this MOU.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the day and date first above written.


**WAIKĪKĪ TRANSPORTATION
MANAGEMENT ASSOCIATION**

By: 
Richard Egged
Its: President

APPROVED AS TO FORM:

WTMA Counsel


CITY AND COUNTY OF HONOLULU

By: 
Andrew T. Kawano
Its: Director of Budget and Fiscal Services

APPROVED AS TO FORM AND
LEGALITY:

Deputy Corporation Counsel

RECOMMEND APPROVAL:


J. Roger Morton
Director
Department of Transportation Services

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**WAIKIKI TRANSPORTATION
MANAGEMENT ASSOCIATION**

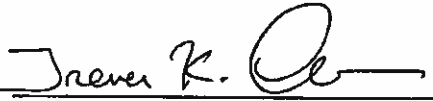
CITY AND COUNTY OF HONOLULU

By: _____
Richard Egged
Its: President

By: _____
Andrew T. Kawano
Its: Director of Budget and Fiscal Services

APPROVED AS TO FORM:

APPROVED AS TO FORM AND
LEGALITY:



WTMA Counsel
TREVER K. ASAM

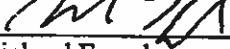
Deputy Corporation Counsel

RECOMMEND APPROVAL:

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**WAIKĪKĪ TRANSPORTATION
MANAGEMENT ASSOCIATION**

By: 
Richard Egged
Its: President

APPROVED AS TO FORM:

WTMA Counsel

CITY AND COUNTY OF HONOLULU


By: _____
Andrew T. Kawano
Its: Director of Budget and Fiscal Services

APPROVED AS TO FORM AND
LEGALITY:

 Digitally signed by Kelly,
Kathleen
Date: 2023.04.01 16:46:43
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Deputy Corporation Counsel

RECOMMEND APPROVAL:


J. Roger Morton
Director
Department of Transportation Services

APPENDIX A

WAIKĪKĪ SPECIAL IMPROVEMENT DISTRICT BASELINE SERVICES PERFORMED BY THE CITY

A. Department of Transportation Services

1. Traffic Signals:

- a. Operation, maintenance, and repair of traffic signals, as needed.
- b. Emergency response and repair of traffic signals malfunctions, as needed.

2. Traffic Cameras:

- a. Operation, maintenance, and repair of traffic cameras, as needed.

3. Bikeways and Bike Facilities:

- a. Design of bikeways, as needed.
- b. Installation of bikeways, as needed.
- c. Installation of bike racks, as needed.
- d. Repair of bicycle racks, as needed.
- e. Relocation of bicycle racks, as needed.

4. Parking

- a. Installation, maintenance, repair, and replacement of parking meters and parking pay stations, as needed.

5. Loading Zones

- a. Installation of freight and passenger loading zones, as needed.

B. Department of Facility Maintenance

- 1. Traffic signs projects to include fabrication, installation, repair, maintenance, replacement, or removal of signs within the street right-of-way. The City shall perform four (4) traffic signs projects per fiscal year.*

2. Pavement striping and marking projects to include re-striping or replacement of pavement markings. The City shall perform one (1) pavement striping or marking project per fiscal year.*

** Per Ordinance 17-58, these baseline services quantify the City Services provided during Fiscal Year 2016-2017, and the City Services shall not be decreased to levels below those provided during the most recent fiscal year. The number of projects identified herein are based on the higher number of completed work orders in either Fiscal Year 2016-2017 or Fiscal Year 2020 (the most recent fiscal year prior to City-wide COVID-19 restrictions and shutdowns).*

APPENDIX 1

AGREEMENT ON WAIKĪKĪ SPECIAL IMPROVEMENT DISTRICT SUPPLEMENTAL SERVICES PERFORMED BY THE WAIKĪKĪ TRANSPORTATION MANAGEMENT ASSOCIATION


Parking Monitoring Program

1. The City contemplates the designation of new parking meter zones within the Waikīkī Special Improvement District. The City also contemplates the installation of multi-space pay stations, or other parking management applications, for these new or existing parking meter zones instead of single-space parking meters. The multi-space pay stations are able to operate on a pay-by-license plate basis. Compliance and enforcement for parking meter zones with multi-space pay stations are based on data collected by the pay station on the vehicles (i.e., license plates), the paid-for parking time, or by other means using new technologies and parking management applications.
2. For parking meter zones within the Waikīkī Special Improvement District with multi-space pay stations, the WTMA proposes to implement a monitoring program. The monitoring program involves access to the parking and payment data collected by the pay station(s), analyses of the data to identify trends in compliance or violations, preparation of reports to the City on issuance of notices to vehicles with high incidences of non-compliance/violations, and coordination with the Honolulu Police Department to issue citations for violations.
3. The City determines that this monitoring program is a ministerial function that is well-prescribed and not left to discretion, is not historically and customarily performed by City personnel and has not been performed previously by City personnel, and is hereby delegated to the WTMA subject to these terms and conditions.
4. When a multi-space pay station, or other related devices and parking management applications, is installed in a new or existing parking meter zone and the WTMA desires to implement this monitoring program, the WTMA shall identify the specific parking meter zone where it will monitor and then submit a preliminary request to the DTS to do so. Within ten (10) working days of receipt of the request, DTS shall either: (a) grant preliminary approval of the request if DTS determines that the request is appropriate, or (b) deny the request.
5. Following preliminary approval, the WTMA will prepare a detailed program plan including a time table, deliverables to be submitted to the City, required tools to implement the program, a proposed budget or other required resources, and the contractor/party to perform the work, if applicable.
6. Upon final approval by the DTS, the WTMA shall coordinate all work, including access to the paid parking data and coordination with the Honolulu Police Department for enforcement, with the DTS and other City parties.

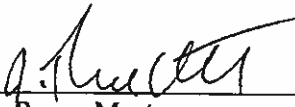
7. At least quarterly during the effective period of this monitoring program, the WTMA will prepare and file a report with the DTS that includes total costs for the program, a running list of deliverables submitted and deliverables outstanding, and any policy recommendations including draft legislation related to parking and/or parking meter zones within the Waikīkī Special Improvement District.

APPROVED March 17, 2023
EFFECTIVE April 17, 2023

**WAIKĪKĪ TRANSPORTATION
MANAGEMENT ASSOCIATION**

By: 
Richard Egged
Its: President

**DEPARTMENT OF
TRANSPORTATION SERVICES**

By: 
J. Roger Morton
Its: Director

APPENDIX 2

AGREEMENT ON WAIKĪKĪ SPECIAL IMPROVEMENT DISTRICT SUPPLEMENTAL SERVICES PERFORMED BY THE WAIKĪKĪ TRANSPORTATION MANAGEMENT ASSOCIATION

Freight and Passenger Loading Zone Reservation Management Program

1. The DTS is authorized by Section 15-15.5, Revised Ordinances of Honolulu 2021 ("ROH"), to enter into an agreement with any entity or entities authorized by ordinance to manage freight and passenger loading and unloading in a transportation management special improvement district, such as the WTM District.

2. Section 15-15.5, ROH, requires that a vehicle must have a valid permit and a valid supplemental permit to be authorized to park in a freight loading zone or an official bus stop within the WTM District.

3. For the freight loading zones and official bus stops within the WTM District, the WTMA proposes to implement a reservation management program. The reservation management program involves the development and deployment of a reservation management system for all holders of a valid permit and a valid supplemental permit to park in a freight loading zone or an official bus stop within the WTM District, as well as monitoring and enforcement. Rules for the reservation management program must be promulgated or approved by the City.

4. The City determines that this reservation management program is a ministerial function that is well-prescribed and not left to discretion, is not historically and customarily performed by City personnel and has not been performed previously by City personnel, and is hereby delegated to the WTMA subject to these terms and conditions.

5. The WTMA submit a preliminary request to the DTS to develop and deploy this reservation management program. Within ten (10) working days of receipt of the request, DTS shall either: (a) grant preliminary approval of the request if DTS determines that the request is appropriate, or (b) deny the request.

6. Following preliminary approval, the WTMA will prepare a detailed program plan including program rules, a time table, outreach to all stakeholders, deliverables to be submitted to the City, required tools to implement the program, a proposed budget or other required resources, and the contractor/party to perform the work, if applicable.


7. Upon final approval by the DTS, the WTMA shall coordinate all work with the DTS and other City parties.

8. At least quarterly during the effective period of this program, the WTMA will prepare and file a report with the DTS that includes total costs for the program, a running list of deliverables submitted and deliverables outstanding, and any policy recommendations including

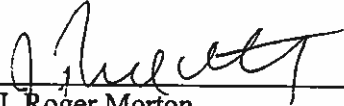
draft legislation related to freight and passenger loading zones within the Waikīkī Special Improvement District.

APPROVED March 17, 2023
EFFECTIVE April 17, 2023

**WAIKĪKĪ TRANSPORTATION
MANAGEMENT ASSOCIATION**

By: 
Richard Egged
Its: President

**DEPARTMENT OF
TRANSPORTATION SERVICES**

By: 
J. Roger Morton
Its: Director