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DEPARTMENT OF PLANNING AND PERMITTING
KA ʻOIHANA HOʻOLĀLĀ A ME NĀ PALAPALA ʻAE
CITY AND COUNTY OF HONOLULU

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December 19, 2025

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

Dear Chair Waters and Councilmembers:

SUBJECT: Draft Council Resolution; Authorizing the Mayor or the Mayor's Designee to Enter into a Memorandum of Understanding between the City and County of Honolulu and the Department of Land And Natural Resources State Historic Preservation Division for the Review of Permitted Projects in the Chinatown Historic District and Merchant Street Commercial and Civic Historic District

Submitted for your favorable consideration is a draft resolution requesting the Council's approval to enter into a Memorandum of Understanding (MOU) between the City and the State Historic Preservation Division (SHPD) for the review of permitted projects in the Chinatown Historic District and Merchant Street Commercial and Civic Historic District.

The purpose of this MOU is to create a separate agreement between the City and SHPD that replaces Stipulation IX.E. of the Honolulu Authority for Rapid Transportation's original Programmatic Agreement regarding reasonably foreseeable adverse effects of proposed projects on historic properties within the Chinatown and the Merchant Street Historic Districts, including contributing and archaeological resources.

Revised Ordinances of Honolulu, Section 1-8.6, requires Council approval of any agreements concerning the Honolulu High-Capacity Transit Corridor Projects that place an obligation on the City. This MOU is intended to supplement the existing Hawaiʻi Revised Statutes Chapter 6E process by specifying procedures to review reasonably foreseeable adverse effects of proposed projects on historic properties in the Chinatown and the Merchant Street Historic Districts that contribute to the eligibility of the two

districts to be listed on the Hawai'i or National Registers of Historic Places, which may include archaeological resources if so identified. The proposed version of the MOU agreed to by the parties is also attached for your review.

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

Very truly yours,

Dawn Takeuchi Apuna
Director

Enclosures: Draft Resolution
Memorandum of Understanding

APPROVED BY:

Michael D. Formby, Managing Director
Office of the Managing Director

HONOLULU CITY COUNCIL

KE KANIHELA O KE KALANA O HONOLULU

CITY AND COUNTY OF HONOLULU

No._____

RESOLUTION

AUTHORIZING THE MAYOR OR THE MAYOR'S DESIGNEE TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND COUNTY OF HONOLULU AND THE DEPARTMENT OF LAND AND NATURAL RESOURCES STATE HISTORIC PRESERVATION DIVISION FOR THE REVIEW OF PERMITTED PROJECTS IN THE CHINATOWN HISTORIC DISTRICT AND MERCHANT STREET COMMERCIAL AND CIVIC HISTORIC DISTRICT.

WHEREAS, the City and County of Honolulu ("City") proposed the Honolulu High-Capacity Transit Corridor Project ("Project") on O'ahu and obtained financial assistance from the Federal Transit Administration ("FTA") for the Project, which is therefore a federal undertaking subject to Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470f) (Section 106) and its implementing regulation at 36 C.F.R. part 800; and

WHEREAS, the City entered into a Programmatic Agreement with the FTA, the State Historic Preservation Division ("SHPD"), and other consulting parties on January 18, 2011, which has since been amended, to govern compliance with Section 106 of the National Historic Preservation Act for the Project; and

WHEREAS, under the original Programmatic Agreement, the City made commitments to address the potential for unanticipated cumulative adverse effects on the Chinatown Historic District and the Merchant Street Historic District under Stipulation IX.E.; and

WHEREAS, the purpose of this Memorandum of Understanding ("MOU") is to create a separate agreement between SHPD and the City to replace Stipulation IX.E. of the Honolulu Authority for Rapid Transportation's ("HART) original Programmatic Agreement regarding reasonably foreseeable adverse effects of proposed projects on historic properties in the Chinatown Historic District and the Merchant Street Historic District and contributing resources within those historic districts including archaeological resources; and

WHEREAS, this MOU is intended to supplement the existing Hawai'i Revised Statutes Chapter 6E process by specifying procedures to review reasonably foreseeable adverse effects of proposed projects on historic properties in the Chinatown Historic District and the Merchant Street Historic District that contribute to the eligibility of the two districts to be listed on the Hawai'i or National Registers of Historic Places, which may include archaeological resources if so identified; and

HONOLULU CITY COUNCIL

KE KANIHELA O KE KALANA O HONOLULU

CITY AND COUNTY OF HONOLULU

No._____.

RESOLUTION

WHEREAS, the City and SHPD have reviewed and provided comments on this MOU; and

WHEREAS, Revised Ordinances of Honolulu, Section 1-8.6 requires City Council ("Council") approval of Honolulu High-Capacity Transit Corridor Project agreements as follows:

1) Any agreements or amendments to agreements concerning the Honolulu High-Capacity Transit Corridor Project that place an obligation on the City (other than HART or the Board of Water Supply) will require prior Council consent and approval; and

2) The final or draft version of the agreement or amendment must be provided to the Council for review prior to the Council's approval. In the event a draft agreement or draft amendment to an agreement is provided, if a material change is made to the draft agreement or draft amendment to the agreement after Council approval, such change will require additional Council review and approval;

now, therefore,

BE IT RESOLVED by the Council of the City and County of Honolulu that the Council hereby authorizes the Mayor or the Mayor's designee to:

a. Execute the MOU in substantially the form attached hereto as Exhibit A; and

b. Execute any incidental or related agreements, amendments, or other documents in furtherance of the purposes of the MOU, so long as such incidental or related documents do not increase the financial obligation of the City; and

HONOLULU CITY COUNCIL

KE KANIHELA O KE KALANA O HONOLULU

CITY AND COUNTY OF HONOLULU

No._____.

RESOLUTION

BE IT FINALLY RESOLVED by the Council of the City and County of Honolulu that copies of this Resolution be transmitted to Michael D. Formby, Managing Director, 530 South King Street, Room 300, Honolulu, Hawai'i 96813; Dawn Takeuchi Apuna, Director of the DPP, 650 South King Street, 7th Floor, Honolulu, Hawai'i 96813; Lori M. K. Kahikina, Executive Director and CEO of the Honolulu Authority for Rapid Transportation, 1099 Alakea Street, 17th Floor, Honolulu, Hawai'i 96813; and Jessica Puff, Administrator of the State Historic Preservation Division, Department of Land and Natural Resources, 601 Kamokila Boulevard, Room 555, Kapolei, Hawai'i 96707.

INTRODUCED BY:

_____

_____

_____

_____

_____

DATE OF INTRODUCTION: _____

_____

_____ _____

Honolulu, Hawai'i Councilmembers

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY AND COUNTY OF HONOLULU AND
THE DEPARTMENT OF LAND AND NATURAL RESOURCES STATE HISTORIC PRESERVATION DIVISION
FOR THE REVIEW OF PERMITTED PROJECTS IN THE CHINATOWN HISTORIC DISTRICT AND MERCHANT STREET COMMERCIAL AND CIVIC HISTORIC DISTRICT

WHEREAS, the Constitution of the State of Hawai'i (State) recognizes the value of conserving and developing the historic and cultural property within the State for the public good; and

WHEREAS, the Hawai'i State Legislature (Legislature), through Hawai'i Revised Statutes (HRS) Chapter 6E, has declared that the historic and cultural heritage of the State is among its important assets and that the rapid social and economic development of contemporary society threatens to destroy the remaining vestiges of this heritage; and

WHEREAS, the Legislature further declared, through HRS Chapter 6E, that it is in the public interest to engage in a comprehensive program of historic preservation at all levels of government to promote the use and conservation of such property for the education, inspiration, pleasure, and enrichment of its citizens; and

WHEREAS, the Legislature further declared, through HRS Chapter 6E, that it shall be the public policy of the State to provide leadership in preserving, restoring, and maintaining historic and cultural property; to ensure the administration of such historic and cultural property in a spirit of stewardship and trusteeship for future generations; and to conduct activities, plans, and programs in a manner consistent with the preservation and enhancement of historic and cultural property; and

WHEREAS, HRS 6E-14 provides that the political subdivisions of the State may engage in a comprehensive program of historic preservation to promote the use and conservation of historic properties for the education, pleasure, and enrichment of the citizens of this State; and that the governing body of any political subdivision may establish a historic preservation commission to preserve, promote and develop the historical resources of the political subdivision; and

WHEREAS, the City and County of Honolulu (City) has established a Historic Preservation Program and established the O'ahu Historic Preservation Commission via Ordinance 22-33 with duties and powers for administration and enforcement of the City's historic preservation program; and

WHEREAS, as a Certified Local Government, the City has made a commitment to national historic preservation standards; and

WHEREAS, the Chinatown Historic District and Merchant Street Commercial and Civic Historic District (Merchant Street Historic District) are listed in the Hawai'i Register of Historic Places (HRHP) and the National Register of Historic Places (NRHP); and

WHEREAS, the City has established the Land Use Ordinance (Revised Ordinances of Honolulu [ROH] Chapter 21) and the Chinatown Special District (Sec. 21-9.60) to preserve the historic significance and architectural characteristics of Chinatown, and to ensure the compatibility of new development within this context; and

WHEREAS, the City, through this Memorandum of Understanding (MOU), has committed to maintain the integrity and eligibility of these historic districts as HRHP and NRHP properties; and

WHEREAS, the Capital Historic District (Capital District), although adjacent to the Merchant Street Historic District, was considered for inclusion in this MOU but ultimately excluded because most of the makai portions of the Capital Historic District are under federal or state jurisdiction and outside the jurisdiction of the City; and

WHEREAS, the Department of Land and Natural Resources (DLNR), State Historic Preservation Division (SHPD), consistent with HRS Chapter 6E and Section 106 of the National Historic Preservation Act (NHPA), is responsible for considering the effect of proposed projects on historic properties, especially those listed on the HRHP and/or NRHP, and is responsible for identifying measures to avoid, minimize, and/or mitigate impacts to historic properties and districts; and

WHEREAS, the purpose of this MOU is to create a separate agreement between SHPD and the City to replace Stipulation IX.E. of the Honolulu Authority for Rapid Transportation's original Programmatic Agreement regarding reasonably foreseeable adverse effects of proposed projects on historic properties in the Chinatown Historic District and the Merchant Street Historic District and contributing resources within those historic districts including archaeological resources; and

WHEREAS, this MOU is intended to supplement the existing HRS Chapter 6E process by specifying procedures to review reasonably foreseeable adverse effects of proposed projects on historic properties in the Chinatown Historic District and the Merchant Street Historic District that contribute to the eligibility of the two districts to be listed on the HRHP or NRHP, which may include archaeological resources if so identified; and

WHEREAS, the City and SHPD have reviewed and provided comments on this MOU;

NOW, THEREFORE, the City and SHPD agree to the following stipulations to take into account the effect of the identified projects within the boundaries of the Chinatown Historic District and Merchant Street Historic District.

STIPULATIONS

Stipulation I. Purpose

This MOU establishes a consultation and review process for projects, as defined by HRS 6E-2, occurring in the Chinatown Historic District or Merchant Street Historic District. This MOU aims to ensure a thorough review and consideration of potential effects on these historic districts, with the goal of avoiding, minimizing, and/or mitigating direct, cumulative, and reasonably foreseeable adverse effects on the historic districts, their contributing features, and/or additional historic properties and cultural resources within their boundaries. The purpose of this review is to identify projects or actions that may directly, indirectly, or cumulatively affect the historic district(s) and identify measures to be taken to avoid any impact on the historic district or contributing features that may result in a loss or reduction of integrity that qualifies it for inclusion on the HRHP and/or NRHP.

Stipulation II. Parties

The parties to this MOU are the City and SHPD. The Projects of the following City departments, boards, and offices shall be subject to the terms of this MOU: Department of Customer Services, Department of Community Services, Department of Parks and Recreation (DPR), Department of Emergency Management (DEM), Department of Transportation Services (DTS), Mayor's Office of Culture and the Arts (MOCA), Department of Design and Construction (DDC), Office of Economic Revitalization, Department of Information Technology, Department of Land Management (DLM), Office of Housing, Department of Environmental Services (ENV), Department of Facility Maintenance (DFM), Department of Planning and Permitting (DPP), and the Honolulu Board of Water Supply (HBWS).

DPP shall serve as the administrative lead agency for this MOU on behalf of the City.

All parties agree to act in good faith to fully implement the terms of this MOU.

Stipulation III. Scope

This MOU applies to projects undertaken by the City and County of Honolulu or private parties within the Chinatown Historic District and Merchant Street Historic District, which are both listed on the NRHP and HRHP. These projects, as defined in this MOU, shall include any project that requires City land use, construction and/or development permits or approvals, including (1) private projects, (2) City projects, and (3) emergency projects[1],

[1] Emergency projects include any project in support of a federal, state, or local emergency situation that require HRS 6E consultation after-the-fact in order to respond to a project that requires immediate implementation in order to stabilize an emergency situation. It does not include any long-term or permanent activities beyond emergency measures.

within the boundaries of the Chinatown Historic District and/or Merchant Street Historic District as actively listed[2] on the HRHP (hereinafter referred to as "Projects").

Projects led by State agencies shall be treated as "private Projects" as described above for the purpose of compliance with this MOU. Compliance with this MOU shall be managed through any HRS 6E-7, 6E-8, 6E-10 and/or 6E-42 activities that require a City permit, license, or funding associated with state projects that may affect a historic property. The City, through coordination with DPP, shall be responsible for notifying the State agency of this MOU at the earliest time practicable should the State seek any City permit or approval. Notice from the Project Manager for the City department shall be in the form of an email to the Project Manager for the State agency, which shall include a copy of this MOU.

Stipulation IV. Consultation Process

A. Initial Requirements

1. Identification of Tax Map Keys (TMKs) and Rights of Way (ROWs) within the Historic Districts

   DPP shall alert City staff of the requirements of this MOU by flagging each TMK and ROWs (as identified within Appendix A of this MOU) within the Chinatown Historic District and Merchant Street Historic District as well as TMKs adjacent to ROWs within these two historic districts through the use of a geographic information system (GIS) data set, mapping layer, or other appropriate mechanism.

2. Establishment of a Hawai'i Cultural Resource Information System (HICRIS) File

   Within thirty (30) days of the execution of this MOU, DPP shall collaborate with SHPD to create a Project file in HICRIS to comply with the terms of this MOU. This HICRIS file shall be utilized for compliance with this MOU as specified herein.

B. Project Review Procedures

The City, through DPP, shall be responsible for the initial review of and making a determination for any Projects within the scope of this MOU that may result in an effect on the Chinatown Historic District and Merchant Street Historic District.

[2] It is anticipated that the boundaries and/or character defining features of the historic districts may be updated over the duration of this MOU. Therefore, "actively listed" shall be interpreted as the boundaries as identified on the Hawaii Register of Historic Places at the time the subject project is initiated.

For City Projects in which there is no section of the ROH administered by DPP, it shall be the responsibility of the lead City agency to consult with DPP for its review and determination.

The DPP staff person or other qualified consultant authorized by DPP shall be responsible for categorizing Projects according to the activity categories identified below.

Projects shall be reviewed by a DPP staff person who meets the Standards for Preservation Professional Qualifications (Professional Standards) (Appendix B) in the appropriate field of expertise (e.g., professionals may make determinations in their relevant discipline but not for other disciplines; Projects affecting the built environmental shall be evaluated by historic architects, architectural historians, historic landscape architects or preservation planners; Projects affecting cultural resources or archaeological features shall be evaluated by archaeologists, ethnographers, or cultural experts for the affected cultural or ethnic group that ascribes customary, traditional or cultural significance to the affected property or resource).

a. Should no DPP staff person meet the Professional Standards, DPP may elect to use a qualified consultant who meets the Professional Standards. If DPP elects to use a qualified consultant who meets Professional Standards, DPP shall notify SHPD and provide SHPD with the credentials of the consultant indicating how they meet Professional Standards, as well as their contact information.

b. If DPP has no qualified staff person who meets the Professional Standards and is not able to use a qualified consultant, the City shall revert to the applicable HRS 6E process and shall not apply this MOU.

The City shall provide a proper level of staffing to effectively manage this MOU. The DPP staff person or qualified consultant shall categorize and document the proposed Project as falling into one of the following activity categories.

Projects utilizing this MOU shall use the following naming convention: [year]HDMOU-[LeadCityAgencyAbbreviation]-[AgencyPMInitials]-[TierLevel]-[NumberReviewedbyDPP]. Example: 2025HDMOU-HBWS-EL-1-0003.

1. Tier 1 Activities

   Projects that: (1) pursuant to Hawai'i Administrative Rules (HAR), Section 11, Chapter 200.1-8 qualify as actions exempt from the need to prepare an environmental assessment because the action will have minimal to no significant effect on the environment and, (2) per review by a qualified historic preservation

professional, have a negligible impact[3] to character-defining features of the Chinatown Historic District or Merchant Street Historic District.

2. Tier 2 Activities

   All other Projects in the historic district(s) with the potential to directly, indirectly, or cumulatively adversely affect a historic property or any character-defining features of the historic district per HAR, Section 11, Chapter 200.1.

3. Activities Consistent with an Approved Preservation Plan

   After such time that SHPD approves a new Preservation Plan[4], following the execution of this MOU, any Project found to be consistent with the Preservation Plan shall be considered a programmatic allowance under this MOU. Such Projects shall be reported to SHPD in accordance with Stipulation IV.C.1. No further review shall be required unless an inadvertent or unanticipated effect to historic resources occurs.

C. Project Notification and Distribution

1. Tier 1 Projects and Projects Consistent with an Approved Preservation Plan specified in Stipulation IV.B.3.

   Tier 1 Projects and Projects Consistent with an Approved Preservation Plan shall be reported to SHPD quarterly by DPP via a compiled report submitted to the MOU HICRIS folder. The report shall include the following:

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[3] Negligible Impact shall be defined as an effect on a historic district that is at such a reduced level that it would not adversely affect the historic properties' integrity or the characteristics that qualify the property for inclusion in or eligibility for the NRHP. Negligible impacts are those that:

1. Do not alter, directly, indirectly, or cumulatively, any of the characteristics that make the historic district eligible under the NRHP criteria;
2. Do not diminish the integrity of the historic district's location, design, setting, materials, workmanship, feeling, or association;
3. Are barely perceptible and confined to a small area with no measurable or perceptible consequences to the historic district's contributing elements;
4. Do not require mitigation measures or impose restrictions on future activities within or adjacent to the historic district; and
5. Would not be considered adverse under Section 106 of the National Historic Preservation Act and implementing regulations (36 CFR Part 800) or Chapter 6E, Hawaii Revised Statutes.

[4] A formal management document, prepared in accordance with HRS Chapter 6E, HAR 13-277, and applicable federal standards, and approved by SHPD. A Preservation Plan documents the historic and cultural significance of a property or district; identifies contributing features; evaluates conditions and threats; and prescribes treatment measures to avoid, minimize, or mitigate adverse effects. It sets forth standards, protocols, and procedures for guiding future work in a manner that maintains the integrity and eligibility of the property or historic district for the HRHP and/or NRHP.

a. Project Name

b. TMK(s)

c. Brief Scope of Work (no more than one paragraph summarizing interior work, exterior work, any ground disturbance)

d. Acreage

e. Determination of Eligibility, specifying if the historic property contributes to the historic district or is individually significant

f. Preservation Professional's documentation of No Adverse Effect or No Effect

g. Name, contact information, and qualifications of the reviewer

2. Tier 2 Projects

These procedures shall apply to Projects in the historic district(s) with the potential to directly, indirectly, or cumulatively adversely affect a historic property or any character-defining features of the historic district or archaeological or cultural resource. Any such Projects shall undergo additional project review consistent with the following requirements via an individual HICRIS Project Review as outlined below in c.ii of this part.

a. Initial Notification

DPP shall notify the SHPD via the methods specified below of all Tier 2 Projects subject to this MOU.

The DPP may delegate, in writing, notifications under this subpart to other individuals, including Project proponents, consultants, and/or other agencies. DPP shall remain responsible for compliance with all provisions of this MOU, including notification obligations specified herein.

b. Timing of Notice

DPP, or its delegate, shall notify the SHPD in writing via the methods specified below of all Projects subject to this MOU within the specified historic districts in accordance with the timelines provided below for the purpose of opening discussion of the Project and available alternatives that may avoid, minimize, and/or mitigate any potential adverse effect(s).

DPP, or its delegate, shall notify SHPD of any Tier 2 Projects at the earliest practicable opportunity to allow for review under the terms of this MOU.

Type of Project	Notice Timeline
Private Project (HRS 6E-7, HRS 6E-8, HRS 6E-10, and/or HRS 6E-42)	Upon City acceptance of a completed application or initiation of the HRS 343 process, if applicable
City Project (HRS 6E-7, HRS 6E-8, HRS 6E-10, and/or HRS 6E-42)	Within 30 days of City acceptance of a conceptual design or preliminary engineering design by the City or initiation of the HRS 343 process, if applicable
Emergency Project	To be reviewed after-the-fact. If the activity falls into Tier 1, it will be reported in the quarterly report as specified in this MOU. If the activity falls into Tier 2, DPP will notify SHPD within 45 days of Project initiation and consult with SHPD as appropriate.

c. Method of Notice

DPP, or its delegate, shall notify SHPD using all of the following means:

i. The HICRIS Project folder created under Stipulation IV.A.2 for this MOU.

ii. An individual submission for Project Review submitted to HICRIS, which shall result in the Project having its own separate HICRIS project number, which shall include the following documentation:

- DPP Tier 2 cover letter with reference to this MOU and MOU HICRIS number
- Project Name
- TMK(s)
- Map of the Project area
- Detailed description of Project activities, including all ground-disturbing activities with dimensions
- HRS 6E Submittal Form with at least 30% design drawings
- Emergency proclamation, if applicable
- Permit applications, if any, and list of permit exemptions
- Site plans and/or construction plans
- If applicable, an archaeological literature review and field inspection for Projects involving ground disturbance
- Architectural reconnaissance level survey (RLS) for all Projects, including a review of Project activities in relation to the historic district(s) and any significant historic properties or character-defining features of the historic district(s) that are in or adjacent to the Project

area (assessment of previous disturbance, assessment, and sensitivity)
- Evaluation(s) of integrity and significance
- Finding of eligibility for the HRHP and NRHP
- Determination of effect
- Assessment of previous disturbance and area sensitivity
- If applicable, proposed mitigation commitments that commit to acceptable forms of mitigation in order to properly avoid, minimize, and/or mitigate impacts to individually HRHP and/or NRHP eligible properties or the historic district(s) or burials

iii. An email notification to the SHPD Administrator, Archaeology Branch Chief, Architecture Branch Chief, and History and Culture Branch Chief.

iv. Projects with insufficient information may require additional survey work, the extent of which shall be determined through consultation with SHPD.

d. Consultation with the O'ahu Historic Preservation Commission

The City shall provide an Informational Briefing to the O'ahu Historic Preservation Commission (Commission) for any Tier 2 Project that (1) may affect a historic property, or (2) is required for review under the Commission's Administrative Rules. The City shall seek input from the Commission, and SHPD shall be notified at least six (6) calendar days in advance of the meeting and invited to attend. A summary of the Commission's input and any other comments from the public received by the Commission shall be documented and submitted to SHPD through the Project's individual HICRIS folder.

e. Evaluation and Determination

The SHPD shall evaluate all received Tier 2 Project documents and determine whether they concur with the submitted Project effect determination made by the City in accordance with the following steps and timeline.

i. Opportunity to request additional documentation

If necessary, SHPD, at its discretion, may request additional Project information from the City to aid in SHPD's review of the Project. Such a request shall be in writing and specify the additional information being sought. SHPD has thirty (30) calendar days from the date notice is received per the steps above to request additional information. Should SHPD fail to request additional information within thirty (30) days, the Project shall proceed to the next step in the evaluation timeline below.

Should SHPD request additional information, the Project proponent is responsible for submitting the information to SHPD in a timely manner.

ii. Timeline for evaluation

Upon completion of the step above, the SHPD shall complete the evaluation within an additional sixty (60) calendar days. Should SHPD fail to respond within sixty (60) days, the Project may proceed to the next step in the planning or entitlement process, including, but not limited to, the issuance of permits.

f. Appeals

Any disagreement or appeals to the effect determination will follow existing rules under HRS 6E, HAR 13-275, or HAR 13-284, as applicable.

g. Applicability of Preservation Treatments and District Design Standards

Each Project shall comply with the Secretary of the Interior's Standards for the Treatment of Historic Properties (Standards); the Guidelines for Rehabilitation of Historic Buildings; and the Revised Ordinances of the City and County of Honolulu (2021), including the City's Transit-Oriented Development (TOD), Neighborhood Plan, and Special District design guidelines for the Chinatown Historic District and Merchant Steet Historic District.

If DPP and/or the Project proponent determine that a waiver or variance from the Standards are needed, proceed to the section on the Resolution of Adverse Effects below.

h. Resolution of Adverse Effects

If it is determined that a historic property will be affected, the City or Project proponent shall consult with DPP and SHPD to develop agreed-upon mitigation commitments per HAR Section (§) 13-275, §13-284, §13-300, and/or 36 Code of Federal Regulations (CFR) part 800, if applicable. SHPD shall take into consideration input provided by the Commission and other Consulting Parties, provide subject matter expertise and analysis of the application of the Standards, and provide guidance for how the Project can comply with the Standards.

Stipulation V. Administrative Provisions

A. Implementation

This MOU shall be implemented upon signature by all authorized representatives of the City and SHPD.

B. Roles and Responsibilities

1. State Historic Preservation Division (SHPD)

    a. Review Tier 2 Projects for consistency with HRS 6E and Section 106, and issue concurrence or non-concurrence with the City's determination of effect.

    b. Respond to City submissions within required timelines and request additional information when needed.

    c. Participate in pre-consultation meetings and informational briefings, as appropriate.

    d. Participate in consultation regarding identification and/or mitigation measures and ensure all identification and mitigation requirements are reflected in the administrative file in HICRIS.

    e. Provide subject matter expertise and analysis of the application of Standards and provide guidance for how the Project can comply with the Standards.

    f. Provide to DPP all updated shapefiles created through DPP coordination efforts.

2. City and County of Honolulu (City agencies that are subject to this MOU other than DPP)

    a. Notify DPP of proposed Projects within the Chinatown Historic District and Merchant Street Historic District requiring review.

    b. Provide Project information, plans, and studies necessary for DPP and SHPD review.

    c. Implement preservation, rehabilitation, avoidance, minimization, and mitigation measures required by SHPD or DPP and ensure Project compliance.

    d. Support consultation with the Commission and provide follow-up reporting.

3. Department of Planning and Permitting (DPP)

    a. Serve as the lead administrative agency for this MOU and maintain appropriate staffing levels to effectively comply with this MOU.

    b. Notify all responsible City agencies that are subject to the terms of this MOU (as listed in Stipulation II.) about all MOU requirements to ensure compliance.

    c. Upload all reporting and Project materials to HICRIS. DPP is also responsible for coordinating with the SHPD GIS specialist to ensure all GIS data is coordinated.

    d. Conduct initial Project reviews, categorize Projects as Tier 1 or 2, and ensure that Professional Standards are met. Make determinations of effect and document the determinations.

    e. Submit quarterly Project reports to SHPD and maintain appropriate administrative records.

    f. Notify SHPD of Tier 2 Projects and coordinate pre-consultation meetings.

    g. Facilitate consultation with the Commission.

    h. Track and ensure implementation of measures to resolve effects, including Project modifications, preservation and rehabilitation measures, and mitigation commitments, when appropriate.

C. Duration

This MOU shall take effect on the date the last Signatory signs it and shall be in effect for ten (10) years from the date of execution or terminated pursuant to Stipulation V.G. Any change or extension of the duration of this MOU shall require a written amendment pursuant to Stipulation V.F.

D. Monitoring and Reporting of MOU

DPP and SHPD shall monitor the effectiveness of the consultation process stipulated in this MOU and make necessary adjustments as needed, to be documented by an amendment to this MOU to be executed in writing and to take effect on the date the last Signatory signs it.

DPP shall provide a quarterly written review via the MOU HICRIS, which summarizes all Tier 1 and Tier 2 Projects processed during the quarter.

DPP and SHPD shall develop a written annual report that DPP shall provide to the Commission within sixty (60) days of each yearly anniversary of the execution of this MOU for the duration of this MOU.

DPP and SHPD shall establish a quarterly meeting to review upcoming Projects and those Projects currently undergoing the planning and permitting process for the first three years of this agreement. After this period, the parties may elect to meet annually.

E. Violation

Failure by either Signatory to this MOU, their representative(s), or consultant(s), or Project proponent to adhere to the terms of this MOU may constitute or result in a violation of HRS 6E-11, as amended.

F. Amendment

The Signatories to this MOU may propose that this MOU be amended. Any amendment must be agreed to in writing by all Signatories.

Any lawful changes to SHPD's administrative rules, HRS 6E, or updates to the Chinatown Historic District and/or Merchant Street Historic District as approved by the Hawai'i Historic Places Review Board shall be immediately incorporated into this MOU. No written amendment shall be required. Any such changes shall be noted in the quarterly/annual reports and assessed as to whether or not they would affect the purpose and desired outcome of this MOU. If the rule/statutory changes undermine the purpose of this MOU, the Signatories shall consider amending this MOU accordingly.

G. Termination

Either Signatory may terminate this MOU for cause if the other party fails to comply with the terms and conditions of this MOU, provided that the terminating party gives the other party written notice specifying the breach and allows ninety (90) days to resolve.

H. Survival of Provisions

The partial or full review of Projects subject to this MOU and/or proposed mitigation measures to resolve or minimize adverse effects under this MOU shall survive termination.

Upon termination of this MOU, any Project that has received notification to SHPD under Stipulation IV.C. but has not received a final determination shall be completed under the following process:

1. Notice of Completion Required: DPP shall provide written notice to SHPD within thirty (30) calendar days of MOU termination identifying all Projects with pending reviews, including:

    - Project identification and HICRIS number
    - Current status in the review process
    - Timeline for completion of outstanding requirements

2. Continued Review Obligations: SHPD shall complete its review of any Project for which notification was properly submitted under this MOU, following the same procedures and timelines established herein, regardless of MOU termination.

3. Administrative Record Maintenance: Both Signatories remain responsible for maintaining the administrative record for all Projects processed under this MOU, including those completed after termination.

4. Identification and Mitigation Compliance: Any identification and mitigation measures agreed upon or required for Projects reviewed under this MOU shall remain binding and enforceable after termination and shall be incorporated into applicable permits and approvals.

5. Ongoing Responsibilities. Projects that received final determinations under this MOU, including any associated mitigation measures, monitoring requirements, or compliance obligations, shall remain subject to enforcement under applicable state and federal laws regardless of MOU termination.

I. Severance

If any provision of this MOU is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such determination shall not affect the validity or enforceability of the remaining provisions. The remaining provisions shall continue in full force and effect, and the parties shall negotiate in good faith to replace the invalid or unenforceable provision with a valid provision that most closely reflects the original intent of the parties.

J. Execution in Counterparts

This MOU may be executed in two counterparts, each of which shall be considered an original, and together they shall constitute one and the same agreement. Signatures transmitted by facsimile or electronic means shall be deemed valid and binding to the same extent as original signatures.

CITY AND COUNTY OF HONOLULU:

_____

Name: Rick Blangiardi
Title: Mayor
Date: _____

_____

Name: Dawn Takeuchi Apuna
Title: Director, Department of Planning and Permitting
Date: _____

APPROVED AS TO FORM AND LEGALITY (for City):

_____

Name: Duane W.H. Pang
Title: Deputy Corporation Counsel
Date: _____

DEPARTMENT OF LAND AND NATURAL RESOURCES,
STATE HISTORIC PRESERVATION DIVISION:

_____

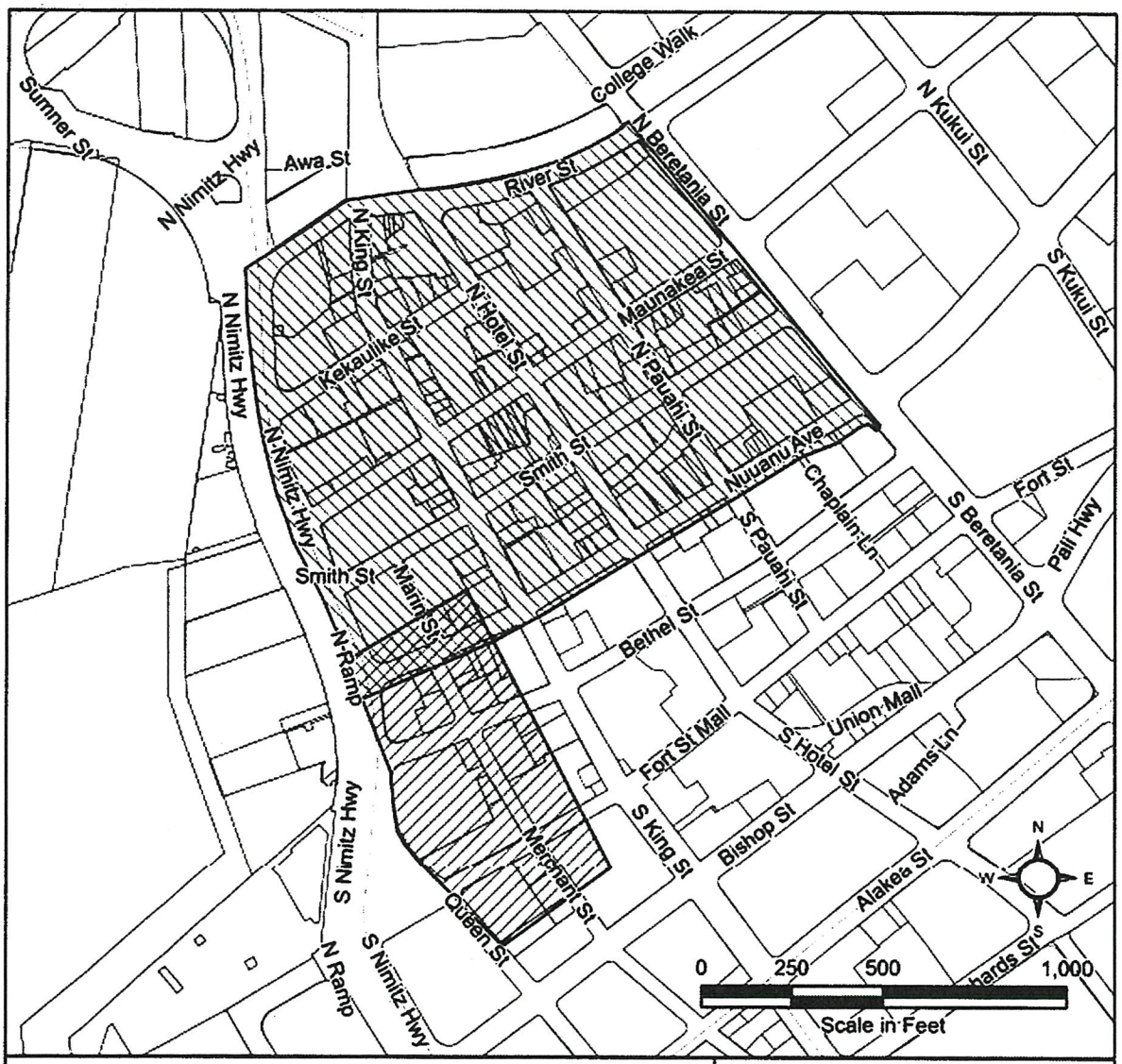
Name: Jessica Puff
Title: Deputy State Historic Preservation Officer
Date: _____

APPROVED AS TO FORM:

_____

Name: _____
Title: _____
Date: _____

APPENDIX A



Legend

- TAX Parcel
- Chinatown Historic District
- Merchant Street Historic District
- TAX Parcels within Historic District Boundaries



VICINITY MAP

Note: Data represented on this map is not intended to replace site survey.

EXHIBIT A

Historic District Map

Prepared by: Department of Planning and Permitting Date: September 12, 2025 Copyright City & County of Honolulu All Rights Reserved

APPENDIX B

STANDARDS FOR PRESERVATION PROFESSIONAL QUALIFICATIONS

(Based on the Hawai'i Administration Rules)

Archeology

The minimum professional qualifications in archeology are a graduate degree in archeology, anthropology, or closely related field, plus:

1. At least one year of full-time professional experience or equivalent specialized training in archeological research, administration, or management;

2. At least four months of supervisory-level field and analytic experience in general North American and/or Pacific or Hawaiian archeology, and

3. Demonstrated ability to carry research to completion or cultural resources management consultations (i.e., HRS 6E or NHPA Section 106).

In addition to these minimum qualifications, a professional in prehistoric archeology shall have at least one year of full-time professional experience at a supervisory level in the study of archeological resources of the prehistoric period.

Architectural History

The minimum professional qualifications in architectural history are a graduate degree in architectural history, art history, historic preservation, or closely related field with coursework in American architectural history or a bachelor's degree in architectural history, art history, and historic preservation or closely related field, plus one of the following:

1. At least two years of full-time experience in research, writing, or teaching in American architectural history or restoration architecture with an academic institution, historical organization or agency, museum, or other professional institution; or

2. Two-years of full-time experience in cultural resources management consultations (i.e., HRS 6E and NHPA Section 106).

Architecture

The minimum professional qualifications in architecture are a professional degree in architecture plus at least two years of full-time experience in architecture or a State

license to practice architecture, and one year of full-time experience working with historic resources and/or cultural resources management consultations (i.e., HRS 6E and/or NHPA Section 106).

Historic Architecture

The minimum professional qualifications in historic architecture area professional degree in architecture or a State license to practice architecture, plus one of the following:

1. At least one year of graduate study in architectural preservation, American architectural history, preservation planning, or closely related field; or

2. At least one year of full-time professional experience on historic preservation projects and/or cultural resources management consultations (i.e. HRS 6E and/or NHPA Section 106).

Such study or experience shall include detailed investigations of historic structures, preparation of historic structures research reports, and preparation of plans and specifications for preservation projects.