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March 27, 2015

TO: Gail Murayama
 Clerk, Committee on Zoning & Planning

FROM: Ikaika Anderson *JA/gw*
 Chair, Committee on Zoning and Planning

RE: PROPOSED AMENDMENTS TO THE UNILATERAL AGREEMENT,
 EXHIBIT B TO BILL 3 (2015), HONOULIULI REZONE (HOOPILI)

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Pursuant to my memorandum dated February 5, 2014 (Council Com. No. 22), the following are proposed amendments to the Unilateral Agreement (Exhibit B) to Bill 3 (2015).

These amendments are being submitted with the understanding that minor clarifications or technical revisions may still be necessary.

Please number this memorandum as a Council Communication to be made a part of the public record.

Condition 1. Affordable Housing, is amended to read as follows:

1. Affordable Housing. Prior to residential subdivision approval, or residential building permit approval, whichever comes first, the Declarant shall execute an agreement to participate in an affordable housing plan acceptable to the Department of Planning and Permitting (the "DPP") and in accordance with the adopted rules. The agreement shall provide no less than 30 percent of the total residential units in the Ho'opili Project to be affordable

housing units; provided that, said percentage shall be adjusted for credits earned by Declarant for affordable housing commitments made pursuant to the aforesaid adopted rules. Additionally:

a. Declarant shall be required to deliver the equivalent under the aforesaid adopted rules of:

i) Ten percent (10%) of the total number of residential units in the Ho’opili Project to affordable households with incomes up to and including eighty percent (80%) of area median income using HUD standards adjusted for family size for the City and County of Honolulu (“AMI”); and

ii) Twenty percent (20%) of the total number of residential units in the Ho’opili Project to affordable households with incomes between eighty-one percent (81%) and one hundred twenty percent (120%) of AMI.

b. Affordable dwelling units designated for sale to households with incomes up to and including eighty percent (80%) of AMI shall be marketed for sale to such households for a period of ninety (90) days (“Marketing Period”) at prices affordable to such households; provided that if, at the end of the Marketing Period, construction of the affordable dwelling unit has commenced and Developer has been unable to obtain a contract for sale of the unit to a qualified purchaser, then the affordable dwelling unit may be marketed to persons with household incomes between eighty-one percent (81%) and one hundred twenty percent (120%) of AMI (“Step-Up”) at prices affordable to such households for a period of ninety (90) days (“Second

Marketing Period”). If, following the Second Marketing Period, Developer has been unable to obtain a contract for the sale of the affordable dwelling unit to a qualified purchaser, the affordable dwelling unit may be sold to the general public free of the restrictions in the Affordable Housing Condition relating to the income level of the household of the purchaser, but not free from any of the other restrictions of the Affordable Housing Condition.

- c. Affordable dwelling units designated for sale to households with incomes between eighty-one percent (81%) and one hundred twenty percent (120%) of AMI shall be marketed for sale to such persons at prices affordable to such households for a period of ninety (90) days; provided that if, at the end of the 90-day marketing period, construction of the affordable dwelling unit has commenced and Developer has been unable to obtain a contract for sale of the unit to a qualified purchaser, then the affordable dwelling unit may be sold to the general public free of the restrictions in the Affordable Housing Condition relating to the income level of the household of the purchaser, but not free from any of the other restrictions of the Affordable Housing Condition.
- d. Developer shall receive full credit for all affordable dwelling units constructed and sold pursuant to these provisions.

Condition 2. Transportation, paragraph 1, should read as follows:

- 2. Transportation. The Declarant shall carry out the following requirements related to traffic and transportation improvements for the Ho’opili Project consistent with the mitigation measures specified in the applicable Traffic Impact Analysis Report.

Condition 6. Urban Design Plan, is amended to read as follows:

6. Urban Design Plan. Prior to subdivision approval or building permit approval, whichever comes first, the Declarant shall submit and have approved by the DPP an urban design plan that defines the vision, character, and principles for the Ho`opili Project. However, Parcel A (Exhibit A) shall not be subject to this paragraph as it is non-contiguous to the Ho`opili Project. In context to its surroundings, the plan shall address land use patterns, including commercial and residential, neighborhood activity nodes, open spaces and gathering sites, and the provision of a variety of housing types and sizes, with building designs, and street lighting that respond to the region. In commercial areas, street, sidewalks, and building frontages shall be designed as pedestrian-friendly, and promote active streetscapes. In conjunction with the Roadway Master Plan, the plan shall address circulation for multiple transportation modes, including bicycles and pedestrians, providing for convenient and safe connections both within the Ho`opili Project, and with surrounding areas.

Condition 9. Fire Station Site, has been added to the UA and all subsequent conditions have been renumbered.

9. Fire Station Site. The Declarant shall provide a 2-acre site for a new fire station within the Ho`opili Project. Declarant will coordinate the site location within the Ho`opili Project with the Honolulu Fire Department.
10. Compliance with Other Governmental Requirements. The Declarant acknowledges that approval of this zone change does not constitute compliance with other LUO or governmental agencies' requirements. They are subject to separate review and

approval. The Declarant shall be responsible for ensuring that the final plans for the proposed Ho`opili Project approved under this permit comply with all applicable LUO and other governmental agencies' provisions and requirements.

11. -Annual Reports. On an annual basis, the Declarant shall submit a written status report to the DPP documenting its satisfaction and/or describing its progress toward complying with each condition of approval for this zone change. This status report shall be submitted to the DPP by December 31st of each year until such time as the DPP has determined that all conditions of approval have been satisfied. Failure to do so may result in delays in processing of further permits.

12. Noncompliance or Failure to Fulfill Any Conditions. In the event of noncompliance or failure to fulfill any of the conditions set forth herein, the Director of the DPP shall inform the Council and may institute action to terminate or stop the Ho`opili Project until applicable conditions are met. Noncompliance also may be grounds for revocation of the permits issued under this zone change. Noncompliance also may be grounds for the enactment of ordinances making further zone changes, including revocation of the underlying zoning, upon initiation by the proper parties in accordance with the Revised City Charter.