

State of Hawaii
DEPARTMENT OF LAND AND NATURAL RESOURCES
Division of Boating and Ocean Recreation
Honolulu, Hawaii

April 26, 2013

Board of Land and Natural Resources
State of Hawaii
Honolulu, Hawaii

OAHU

Issuance of a Revocable Permit to Honolulu Transpac, Ltd. for Support Areas and Mooring Sites for the 2013 California to Hawaii Yacht Race Finishing at the Ala Wai Small Boat Harbor, Tax Map Key (1)-2-3-037: portion of 12

APPLICANT:

Honolulu Transpac, Ltd., a Hawaii nonprofit corporation, who's mailing address is Honolulu Transpac, Ltd., c/o Mr. Wheeler, 694 Old Mokapu Rd., Kailua, Hawaii, 96734

LEGAL REFERENCE:

Sections 171-13 and 55, Hawaii Revised Statutes.

LOCATION:

Portion of Government land of Ala Wai Small Boat Harbor (AWSBH), situated at Honolulu, Island of Oahu, Identified by Tax Map Key: (1) 2-3-037: portion of 12, as shown on the attached map labeled Exhibit "A." Mooring as available, shall be along the 500 Row, a portion of the Turning Basin may be used near Magic Island/Waikiki Yacht Club, and any other specific locations as approved by the Harbor Master. The land side, "grass area" for the race support area is approximately 3,193 square feet more, or less.

LAND TITLE STATUS:

Section 5(a) lands of the Hawaii Admission Act
DHHL 30% entitlement lands pursuant to the Hawaii State Constitution: YES _ NO X

CHARACTER OF USE:

For race support areas and mooring sites for Honolulu Transpac, Ltd.'s regular biannual California to Hawaii yacht race.

COMMENCEMENT DATE:

The date for this event is set to run for 14 days from the tentative start date of July 11, 2013 to July 25, 2013. As this is a sailing race leaving from California, arrival dates may be affected by weather. The Permittee may require adjusting the event start and the finish dates as needed. The Transpac Committee will work closely with the DOBOR Harbor Master and the final commencement to be determined by the Chairperson.

RENT AND SECURITY DEPOSIT:

The rent and charges for the parking, reception area, and the Mole "A" median strip (Grassy Area) are flat rates for a 14-day period only during the event.

- (1) The "Grassy Area" at beginning of Mole "A" shall be \$399.13 for the event.
- (2) Mooring use of the 500 Row is to be based on number of slips utilized and multiplied by \$17.58 per slip/per day. The number of slips shall be determined and provided prior to the tentative start date.
- (3) For any overflow mooring within the Turning Basin, the most current temporary mooring fees shall apply under HAR 13-234. Relocation and method of mooring the vessel may require a change in the daily rate to be charged. Please see Exhibit "B", which provides the method of calculation for vessels moored in the Turning Basin.

All current DOBOR rules and fees under HAR 13-234, and 13-235 shall apply in all mooring circumstances. The specific rate of each participant's vessel shall need to be calculated individually as they vary in length, and once there is a final tally determined, then the Total Cost to the Permittee may be determined.

Any vessels wishing to remain in the harbor after the event, must contact the Harbor Master directly to make arrangements.

Honolulu Transpac, Ltd. is an existing tenant, security deposit is waived.

DCCA VERIFICATION:

Place of business registration confirmed:	Yes
Registered business name confirmed:	Yes
Applicant in good standing confirmed:	Yes

CHAPTER 343
ENVIRONMENTAL
ASSESSMENT:

In accordance with the "Comprehensive Exemption List for the Division of Boating and Ocean Recreation, Department of Land and Natural Resources, State of Hawaii, as concurred in by the Environmental Council, State of Hawaii", dated March, 1995, the subject request is exempt from the preparation of an environmental assessment pursuant to Exemption Class No. 1 that states in pertinent part, "Operations, repairs or maintenance of existing structures, facilities, equipment or topographical features, involving negligible or no expansion or change of use beyond that previously existing." The subject support areas will have negligible or no expansion or change of use beyond that previously existing and exempt from the preparation of an Environmental Assessment.

REMARKS:

Honolulu Transpac, Ltd. (Transpac) has requested specific needs and locations that will support the 2013 event. Weather conditions may affect the start date of when race vessels may leave California bound for Hawaii. Thus, the event is tentatively scheduled for July 11, 2013 to July 25, 2013. Race vessels will be allowed to moor at sites identified by the Harbor Master along the 500 Row as available. Availability of open slips shall be determined as the race date nears. DOBOR will do it's best to accommodate as many vessels safely and as practical, within the AWSBH. Vessels will be allowed in a portion of the turning basin in a site as specifically identified and configured by the Harbor Master.

The requested use of the "Grass Area" near the Trans Pac office shall be at the beginning of Mole A, between the 400 and 500 Rows. This parcel is ideally suited as a reception area for greeting the finishers and supporters. The approximately 3,193 square foot site will be roped off, providing an area for greeting the racers and allow for the consumption of alcoholic beverages, and food.

The Permittee understands that water is available on the 500 Row but there is no connection to electricity since the AWSBH tenants pay for the existing electrical connection through Hawaiian Electric Company. Transpac may tie into the electrical box so that they can have electrical power in the reception area only.

Honolulu Transpac, Ltd. must follow these requirements as part of this permit:

1. A Honolulu Transpac, Ltd. representative must keep in communication with the Harbor Master in the month prior to the agreed upon start date, for

coordination of the event. During this period the State will provide the number of slips to be made available for use during the event.

2. Honolulu Transpac, Ltd. shall at all times with respect to the premises use due care for public safety and shall defend, hold harmless, and indemnify the State of Hawaii, its officers, employees, agents, and representatives.
3. The event will have insurance covering personal injury/property liability for \$1,000,000 for each occurrence, and \$2,000,000 aggregate coverage, naming State of Hawaii as an additional insured. Proof of the insurance shall be provided to the Harbor Master prior to the event.
4. The sale of alcoholic beverages is prohibited. The consumption of alcoholic beverages would be for the sole purpose of greeting race contestants as they arrive. This shall take place only within the designated roped off area at the located on grass of Mole A between the 400 and 500 Rows. There will be no consumption of alcoholic beverages on the 500 Row finger piers, sidewalks, or any of the surrounding areas. Honolulu Transpac, Ltd. shall obtain necessary City and County Special Event Permits or any required permit for this type of event. The use of the premises will not involve activities prohibited by law, ordinance rule, regulation, and policy inconsistent with the public interest.
5. Mooring configuration shall not impede, or block in any harbor channel, or access to the surrounding slips. Mooring and slips shall be identified within the 500 Row, Turning basin, and any additional sites as may be approved by the Harbor Master. Two point mooring in the turning basin shall be required. All DOBOR rules and fees apply in all circumstances.
6. All boat owners, captains, and crew shall be required to sign a DOBOR waiver prior Issuance of a Revocable Permit to Honolulu Transpac, Ltd. for Support Areas and Mooring Sites for the 2013 California to Hawaii Yacht Race Finishing at the Ala Wai Small Boat Harbor to the event.
7. At the end of the 14-day event, Honolulu Transpac, Ltd. shall return all areas used in the event, to clean and in the same or better condition as existed at the beginning of the function. All rubbish must be removed daily. Prior arrangements shall be made with the Harbor Master for a temporary mooring permit for any vessel wanting to remain in the Ala Wai Small Boat Harbor.
8. Should at any time the Ala Wai Harbor Master feel that mooring, or temporary structures installed by the Permittee may require a change from the agreed upon configuration, then Harbor Master shall retain the right to remedy such situation. Close communication between the representative of Honolulu

Transpac Ltd. and the Ala Wai Harbor Master shall continue take place as the contestant vessels near Hawaii, during the event, and up to the time of the final walk through at the completion of the event.

9. Honolulu Transpac, Ltd. (Permitee) understands that the harbor depths may vary throughout the harbor and limit access for certain racing vessels with deep draft keels. The Permitee, as the race coordinator and all the participants shall be aware of their vessel's imitations when entering the Ala Wai Small Boat Harbor. Larger vessels and those with draft limitations shall make arrangements at other harbors better suited for access.

RECOMMENDATION:

That the Board approve the issuance of a revocable permit to Honolulu Transpac, Ltd. for support areas and mooring sites for the 2013 California to Hawaii Yacht Race finishing at the Ala Wai Small Boat Harbor for this 14-day event on the terms set forth above, subject to the following conditions:

1. The Chairperson may negotiate any appropriate modifications to the standard revocable permit document form.
2. Review and approval by the Department of the Attorney General as to form.
3. Such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.

Respectfully submitted,



Edward R. Underwood
Administrator

Attachments: Exhibit A
Exhibit B

APPROVED FOR SUBMITTAL



William J. Aila, Jr.
Chairperson

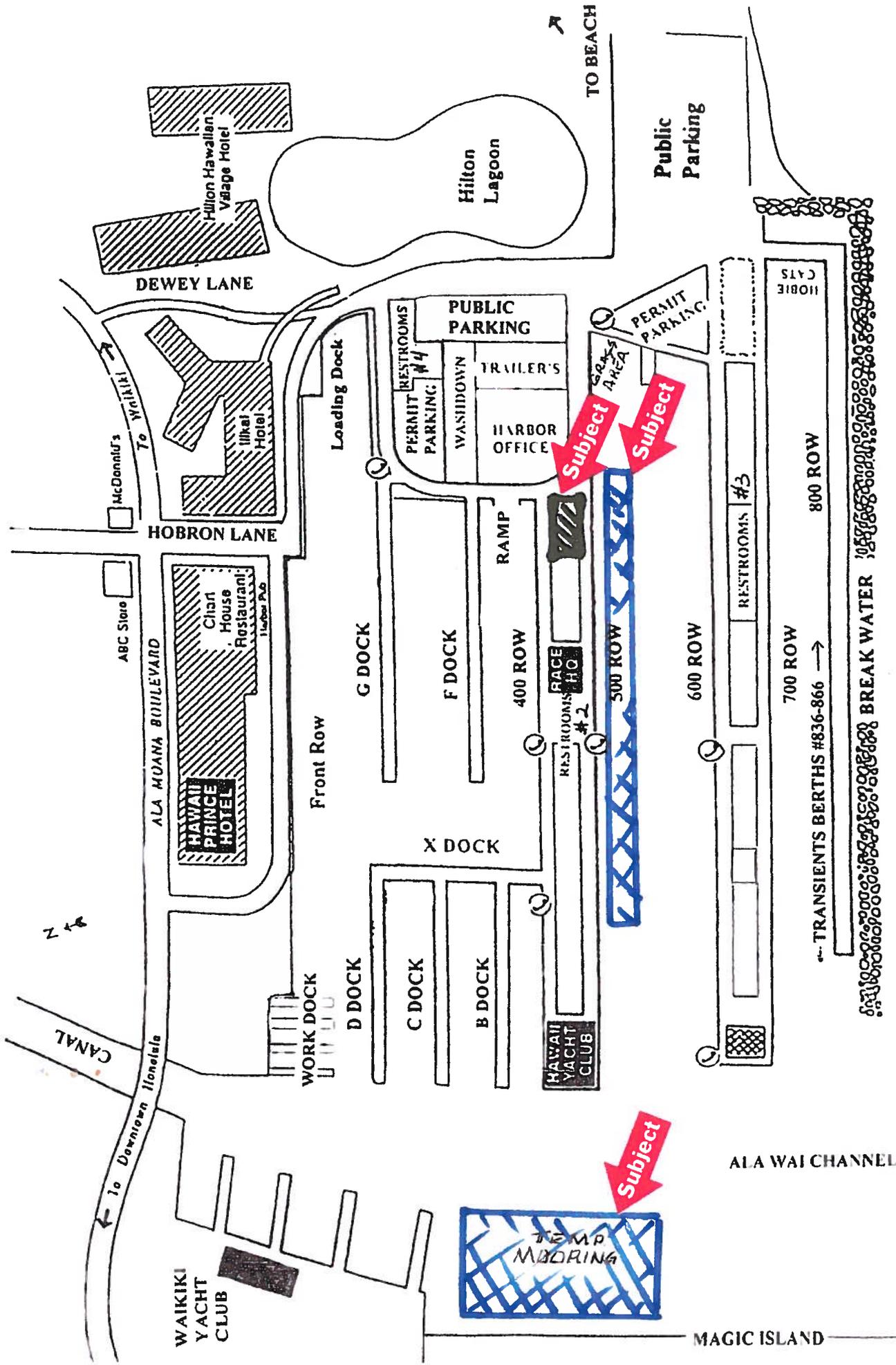


EXHIBIT "A"

ALA WAI SMALL BOAT HARBOR
1651 ALA MOANA BOULEVARD

EXHIBIT B

CALCULATION METHOD FOR RENT

- (1) The number of 500 Row slips available is undetermined at this time. Total cost for slips shall be determined by multiplying the number of slips by \$17.58 per slip/per day.
- (2) Grassy Area on Mole A for staging and reception:

In calculating the grass area Hawaii Administrative Rule 13-231-12 was used.
 $3,193 \text{ sq. ft.} \times .25 \text{ per sq. ft.} = \798.25 and divided by half for half a month = \$399.13

- (3) For any overflow within the Turning Basin, mooring shall be at minimum a two point mooring configuration using the vessels own anchors, and prior approval of the Harbor Master required. The offshore mooring fees within the Ala Wai Small Boat Harbor shall apply under the most current DOBOR rules of HAR 13-234, and 13-235. In order to calculate the daily fee in this case it is necessary to know the length of the vessel and the number of days the vessel will be staying.

EXAMPLE:

Rate for temporary mooring at the Ala Wai Boat Harbor for vessel using its own anchors is \$3.15 per foot.

If a 50-foot vessel were approved to use its own anchors to moor temporarily in the Turning Basin, the Harbor Master would calculate as follows to determine the fee for 14 days:

$\$3.15 \times 1.30 \times 12 \text{ months} \times 50 \text{ (LOA of Vessel)} = 2457$ divided by
 $365 \text{ (days per year)} = 6.73 \text{ (Daily Rate)} \times 14 \text{ days (event)} = \94.00 for the 14-day event period. Again, this is for a vessel with a LOA of 50 feet.

- (4) Total fee shall be \$399.13 for the use of the Grass Area of Mole A, the total number of slips utilized on the 500 row, and the final calculation of those mooring in the Turning Basin as provided by HAR 13-234. A total combined fee shall be determined once the vessels arrive and of availability of slips is determined. Any vessels wishing to remain in the harbor after the event must contact the Harbor Master to make prior arrangements directly.

Honolulu Transpac, Ltd. is an existing tenant; security deposit is waived for the event.