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## **Aloha Stadium Comprehensive Site Summary**

June 26, 2014

**Prepared for:**  
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## PREFACE

Foley & Lardner LLP is pleased to submit this Aloha Stadium Comprehensive Site Summary (this “Report”) to the State of Hawaii Stadium Authority and the State of Hawaii Department of Accounting and General Services. The objectives of this report are to (i) compile and summarize the information contained in the numerous environmental, construction, development, real estate and other documents relating to Aloha Stadium and the surrounding site that have been prepared since the construction of Aloha Stadium, (ii) summarize input collected during multiple interviews and meetings with over 35 stakeholders, including state and local government representatives, sports industry experts, users of Aloha Stadium and community representatives, (iii) analyze the information referenced in (i) and (ii) for purposes of framing options for the potential redevelopment of Aloha Stadium and the surrounding area in the context of the needs and desires of the community and relevant stakeholders, (iv) identifying legal and practical obstacles and opportunities for achieving such needs and (v) consolidating the aforementioned information into an single, organized, digestible Report that can be used by both the public and private decision makers.

We highlight that the scope of this Report and the analysis contained herein is limited to the information provided to us by the State of Hawaii and the stakeholders with whom we met. The conclusions and recommendations contained in this Report are based on the aforementioned information only and our analysis of the legal and practical risks, challenges and opportunities associated with the ideas, concepts and needs identified by stakeholders. As such, this Report contains our analysis of the relevant considerations associated with redevelopment of the Aloha Stadium site based on the needs and desires of the community and relevant stakeholders and not our subjective opinions of the highest and best use for the Aloha Stadium site.

## EXECUTIVE SUMMARY

### **A. Stadium Site and Deed Restrictions**

- The Stadium Site,<sup>1</sup> which consists of the parcels depicted on Annex 2 hereto, is owned by the State in fee simple, subject to two deed restrictions.
- A Federal Deed Restriction limits the use of a western portion of the Stadium Site to public park and recreation uses; a map highlighting the portion of the Stadium Site subject to the Federal Deed Restriction is attached hereto as Annex 6-a.
- A separate City Deed Restriction requires that an eastern portion of the Stadium Site be used and maintained “for a public stadium project in accordance with Act 172, S.L.H. 1970, together with all appurtenant facilities and improvements for service and concession facilities”; a map highlighting the portion of the Stadium Site subject to such City Deed Restriction is attached hereto as Annex 7.
- The Stadium Site is approximately 100 acres according to appraisal information; the Stadium’s website and marketing materials state that the Stadium Site is 104 acres; based on information reviewed to date, it appears that the Stadium Site consists of approximately 100 acres rather than 104 acres.
- If a new stadium were to be constructed on the current Stadium Site, less than 100 acres of the Stadium Site would “developable” due to parking needs, transportation infrastructure and layout of the Stadium Site; the exact amount of developable acreage is unknown.
- *See Section 3.b. of the Comprehensive Site Summary.*

### **B. Capital Improvement Schedule**

- A Capital Improvement Schedule created in 2005 (and updated in 2011) recommended sweeping improvements to the Stadium.
- As of 2011, the Capital Improvement Schedule contemplated over \$219 million (in 2011 dollars) in total improvements needed to the Stadium.
- As of January 1, 2014, DAGS estimates approximately \$120 million in high priority health and safety improvements are needed to keep the Stadium operational for the next five to ten years; this figure does not account for any medium or low-priority improvements contemplated by the Capital Improvement Schedule or any unanticipated needs or the increasing costs of the improvements over time.
- State appropriations appear to have been the sole source of capital improvement funding in recent years.
- Currently, DAGS has accumulated approximately \$22 million in Capital Improvement Project appropriations from the state legislature for Stadium capital repairs improvements, and requested \$3 million in additional funding in the 2014 legislative session.
- An Invitation to Bid for approximately \$13 million in Stadium improvements is contemplated for Spring 2014, however we understand that the State is reconsidering the magnitude of this figure.
- Because Capital Improvement Project funds must be expended for purposes described in the applicable appropriation, any change in purpose (e.g., from repairs to the existing stadium to the construction of a new stadium) would need to be addressed legislatively.
- The decision of whether the \$30 million in available funds should be used for improvements to the current Stadium or for the construction of a new stadium should be made expeditiously to allow for possible reprogramming of funds by legislature and/or reducing scope of funds to be expended for necessary repairs.
- *See Sections 1.f., 7.b. and 9.a. of the Comprehensive Site Summary.*

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<sup>1</sup> Capitalized terms used in this Executive Summary have the meaning given to such terms in the Comprehensive Site Summary.

### **C. Environmental and Infrastructure Issues**

- A May 3, 2012 report prepared in connection with evaluating the HART Project identified petroleum impacted soil on the Stadium Site; the source of the petroleum is not clear; a deactivated Air Force fuel line is in the vicinity of the contamination, though there are no known leaks from such pipeline; the conditional right-of-entry granted to HART provides that HART is responsible for “all costs associated with construction within the right-of-entry area;” to date, HART has not commenced or planned any environmental remediation.
- A separate report identified soil samples taken from the Stadium Site that were found to exceed Department of Health Environmental Action Levels for total petroleum hydrocarbon (TPH); a study suggests that the impacts may be related to hydraulic lifts used at the stadium prior to 2006.
- The Navy currently maintains a number of monitoring wells north of the Stadium Site related to underground storage tanks on and around the old Aiea laundry facility; we have seen no documentation evidencing contamination on the Stadium Site related to such underground storage tanks.
- There are potential issues related to current sewage infrastructure capacity at the Stadium Site that may require additional infrastructure in the case of additional development. See Annex 12.
- The costs associated with environmental remediation are unknown; additional studies are necessary to determine the extent of environmental impacts and the extent of remediation necessary.
- *See Sections 4.d. and 5.c. of the Comprehensive Site Summary.*

### **D. HART, Transit-Oriented Development (TOD) and Transportation**

- The State, the Stadium Authority, and HART entered into a non-binding MOU that contemplates, among other things, the State granting HART an easement to build a station on the Stadium Site.
- A HART station will occupy approximately 4 acres of the Stadium Site and HART will operate a 600-space commuter parking lot on the Stadium Site; on Stadium event days, the commuter lot will be under the control of the Stadium Authority; exact acreage occupied by the HART Project is currently unclear.
- HART is cost-conscious and not focused on design solutions that would maximize possible development on the Stadium Site; HART should preserve design flexibility to facilitate development options (e.g., parking garage, street closure, etc.).
- The City would like to initiate its transit-oriented development (TOD) planning process on properties near the Stadium Site and would like to work with the State in its stakeholder meeting process.
- The City has proposed an interim Planned Development-Transit bill (IPT-D Bill) which will, among other things, allow the City to negotiate with private developers regarding qualifying projects that may differ from an area’s current zoning; the process for developer negotiations on State land requires discussion, as the IPT-D Bill may need to be amended to contemplate processes for State-owned land.
- Per an October 2, 2013 letter from DLNR to HART, the State authorized a right-of-entry permit to the City on behalf of HART for construction of the HART Project on a 9.025-acre portion of the Stadium Site, effective March 1, 2014, subject to certain terms and conditions; to date, certain conditions of the right-of-entry grant have not been met, including the completion of traffic and safety studies, providing proof of required insurance, obtaining written approvals of improvements by the Comptroller of DAGS and the Executive Director of the Stadium Authority and undertaking debris, pollution and contamination control measures to DLNR’s satisfaction.
- On February 19, 2014, the DAGS Comptroller sent a letter to HART reiterating that the conditions to the right-of-entry permit must be completed prior to HART commencing any construction at the Stadium Site.
- On March 4, 2014, DAGS granted, and HART and the Stadium Authority acknowledged, a Letter of Consent (a copy of which is attached as Annex 10) whereby DAGS granted to HART a right of

limited access and use for a portion of the Stadium Site for purposes staging and storage of equipment related to the construction of the HART Project, subject to certain conditions.

- Coordinating a process for the State to define the form of development on and surrounding the Stadium Site is necessary as HART, the City and the State may have conflicting priorities.
- *See Sections 3.f. and 3.g. of the Comprehensive Site Summary.*

#### **E. Stakeholder Feedback**

- Our analysis included meetings with representatives of over 35 different stakeholders, many of whom we met with multiple times.
- A list of stakeholders with whom we met is attached hereto as Annex 15.

##### Stakeholder Meeting Themes:

- Stadium too large; 30,000 to 40,000 seats would be optimal.
- A multipurpose facility is desirable.
- Stadium Site is centrally located and generally appropriate, though the University of Hawaii expressed interest in having a Stadium closer to campus (though UH indicated that the current site is acceptable) and certain stakeholders expressed interest in moving the Stadium to west Oahu.
- A “transportation hub,” including a parking structure, should be constructed on the Kam Parking Lot portion of the Stadium Site.
- Community generally supports development or redevelopment of the Stadium Site; Swap Meet vendors likely will resist change and create some challenges due to differing opinions among vendors.
- Suggested ancillary development options: band shell/fairgrounds complex, restaurants, non-resort hotel, mixed use “Main Street” development running from HART Station to Stadium, additional sports facilities, cultural-related museum or development incorporating the Pearl Harbor monuments, a job center, corporate offices, health care facilities, a transportation hub adjacent to the proposed HART station; low income housing, a data center or other technology-related development; workforce housing was not identified as a development option by any stakeholders with whom we met.
- *See Section 8. of the Comprehensive Site Summary.*

#### **F. New Stadium**

- Based on information from sports stadium design experts, a new 30,000- to 40,000-seat stadium with premium seating options and other modern amenities could be built in Hawaii at a cost between \$132 million and \$192 million (in 2014 dollars), excluding transportation and related infrastructure (e.g., roads, parking garages, additional sewer and electrical).
- Hard construction costs for such a stadium would likely range between \$115 million and \$160 million (in 2014 dollars) and soft costs would likely increase total costs between 15% and 20% (based on industry norms); construction costs are rising at a rate of approximately 4% per year.
- If the State were to divert up to \$120 million needed for high priority health and safety improvements to the construction of a new stadium, a significant portion of construction costs would be covered.
- Based on our experience and anecdotal data, a new stadium with a full-time staff commensurate with a facility in the 30,000- to 35,000-seat range would cost approximately \$3.7 million to \$4.5 million per year to operate; we recommend planning to reserve an additional \$1.0 million to \$1.5 million per year as a capital improvement reserve.
- For comparison purposes, the Stadium’s average annual operating expenses for the past three years were approximately \$6.9 million per year and did not include any capital improvement reserve payments; a new stadium could save the State between \$2.4 million and \$3.2 million per year in operating expenses alone.

- The total estimated annual operating cost of a new stadium, including recommended capital improvement reserve payments, would be approximately \$4.7 million to \$6.0 million per year (significantly less than the \$6.9 million per year currently spent on operating expenses alone).
- To date, we have not identified any significant long-term contractual obligations that would preclude development of a new stadium.
- *See Sections 7.b. and 9. of the Comprehensive Site Summary.*

#### **G. Parking and Developable Space**

- Generally, any ancillary development of the Stadium Site will be limited in scope by the deed restrictions discussed above unless such restrictions are removed; development will also be limited by space required for the Stadium structure and its parking needs.
- The Stadium currently controls approximately 7,900 onsite parking spaces and 2,500 offsite parking spaces.
- The Stadium anticipates losing 440 onsite parking spaces (approximately 4 acres) due to the HART Project and losing 900 offsite parking spaces due to the Live, Work, Play 'Aiea project (reducing offsite parking to 1,600 spaces).
- We understand the current per person per car ratio at the Stadium is 3.5 persons per car; thus, for a 35,000 seat stadium, approximately 10,000 parking spaces are needed onsite or offsite.
- Generally, industry standards suggest 100 parking spaces fit on each acre of land in the absence of structured parking garages; a new stadium footprint would likely be approximately 12 acres.
- In addition to surface parking at the Stadium Site, other parking solutions include seeking additional offsite options and constructing an onsite parking garage on the Kam lot adjacent to the HART station (which could serve as a “transportation hub” that also serves as HART’s Kiss and Ride commuter lot).
- Creating a contiguous site by closing a portion of Salt Lake Blvd. between the Kam Parking Lot and the Stadium would create a more desirable, developable site and potentially could be accomplished by using land owned by the State that is not currently being used to reroute traffic and improve traffic flow and capacity.
- Meetings with the Navy suggest that any development with sight lines to certain military infrastructure would need approval of the military; any multi-story parking garage or other structure on the Stadium Site likely would need to be at or below the height of the contemplated HART structure or be constructed at an angle that precludes site lines to military infrastructure.
- Constructing a parking garage over Salt Lake Blvd. connecting the Kam Lot/HART station to the rest of the Stadium Site would create more developable space and improve pedestrian access.
- Development crossing over Salt Lake Blvd. may require moving existing electrical lines.
- *For a more detailed discussion, see Sections 1.d. and 9. of the Comprehensive Site Summary.*

#### **H. Conclusions and Recommendations**

Based on stakeholder feedback and our analysis of the legal and practical risks, challenges and opportunities associated with the ideas, concepts and needs identified by stakeholders:

- We recommend that the State seek opportunities to build a new 30,000- to 35,000-seat stadium on the lower portion of the Stadium Site; a new stadium could save the State between \$2.4 million and \$3.2 million per year in operating expenses alone.
- We recommend that the State continue to pursue removal of both the Federal Deed Restriction and the City Deed Restriction to facilitate ancillary development on the Stadium Site.
- We recommend that the State explore options relating to the construction of a parking structure on the current Kam Parking Lot adjacent to the proposed HART station to alleviate parking concerns, increase potential developable space and facilitate a transportation hub.
- We recommend that the State commence a Request For Information/Request for Proposal process to solicit information and gauge interest with respect to development of the Stadium Site.

- We recommend that the Governor create a committee to coordinate the efforts of the various parties with respect to development surrounding the proposed HART station on the Stadium Site and ensure the State's interests are protected.
- Regardless of whether the State decides to close the portion of Salt Lake Blvd. between the Kam Parking Lot and the Stadium on a permanent basis, we recommend that such portion of Salt Lake Blvd. be closed, at minimum, for all event days to improve pedestrian safety and streamline traffic flow.
- *For a more detailed discussion, see Section 9.d. of the Comprehensive Site Summary.*

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## COMPREHENSIVE SITE SUMMARY

### 1. Overview.

- a. **Ownership.** The facility known as Aloha Stadium (the “Stadium”) is a multi-purpose stadium located at 99-500 Salt Lake Boulevard, Halawa, Oahu, Hawaii 96818. The Stadium sits on a site consisting of approximately 100 acres (the “Stadium Site”),<sup>2</sup> eight miles west of downtown Honolulu, less than one mile north of the Pearl Harbor visitors center and two miles north of Honolulu International Airport. Maps of the Stadium location are attached hereto as **Annex 1** and a map of the land parcels constituting the Stadium Site is attached hereto as **Annex 2**. The Stadium Site and the Stadium facility are owned by the State of Hawaii (the “State”) and operated by the State Stadium Authority (the “Stadium Authority”). Currently, portions of the Stadium Site are subject to Federal and City and County of Honolulu (the “City”) deed restrictions, the details of which are described in more detail in Section 3.b., below.
  
- b. **Structure.** The Stadium, a 50,000 seat multi-purpose sports and entertainment stadium, sits on approximately 11.5 acres<sup>3</sup> of the Stadium Site. The Stadium was constructed in the early 1970’s and opened on September 12, 1975. The architectural and structural drawings for the Stadium are dated as of 1972 and were prepared by architect Charles Luchman Associates, Los Angeles, California with Michael T. Suzuki, Honolulu, Hawaii.<sup>4</sup> The structural engineer was Erkel / Greenfield & Associates, Los Angeles, California and the general contractor was Hawaiian Dredging and Construction Company.<sup>5</sup> The original construction cost was \$37 million and the as-built construction drawings submitted by the general contractor to the State are dated 1975 and 1976.<sup>6</sup> Generally, the Stadium does not have sufficient advertising inventory or amenities to justify significant private sector support via sponsorships or naming rights. Moreover, the Stadium structure is not conducive to attracting additional revenue opportunities such as international competitions or concerts.

The Stadium originally had the ability to change configurations to accommodate different events and was the first venue in the world with the ability to do so.<sup>7</sup> However, the Stadium Authority decided to permanently lock the Stadium into its ovalar “football”

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<sup>2</sup> According to the Appraisal of The Fair Market Value For The Land Identified as the Aloha Stadium Properties, dated October 13, 2010 (the “2010 Appraisal”) related to the Stadium Site, the Stadium Site consists of four parcels identified as Tax Map Key 99003061 (87.879 acres), Tax Map Key 99003055 (2.57 acres), Tax Map Key 99003070 (0.87 acres), and Tax Map Key 99003071 (7.29 acres), which total 98.609 acres. According to the Stadium website, the Stadium is located on 104 acres. See <http://alohastadium.hawaii.gov/about/facts-1>. We have not been provided with a comprehensive survey of the Stadium Site, so the exact acreage is unclear; however the 104-acre figure appears to be an error. There are other parcels identified as State-owned in the vicinity of the Stadium, including parcels identified as Tax Map Key 99012001 (0.2326 acres), Tax Map Key 99012006 (1.572 acres), Tax Map Key 99012046 (0.315 acres), and Tax Map Key 99012047 (0.275 acres), however it appears such parcels are part of the Aiea Bay State Recreation Area or adjacent to the Aiea Cemetery and are not available for development.

<sup>3</sup> This figure includes the Stadium structure, the field and circular ramps. See Email titled “Fw: Aloha Stadium – Approximate Existing Area” from Ronald F. Tsuzuki to G. Tyler Parramore, dated January 17, 2014.

<sup>4</sup> Aloha Stadium Planning Study Final Report, dated December 22, 2005. Volume I, Section A.2.

<sup>5</sup> *Id.*

<sup>6</sup> *Id.*

<sup>7</sup> Aloha Stadium Planning Study Final Report, dated December 22, 2005. Volume I, Section A.1.

configuration in 2007 in order to minimize maintenance and operational costs,<sup>8</sup> following the recommendation set forth in a planning study commissioned by the State in 2005.<sup>9</sup> Each of the four moveable sections were constructed with a weathering type of structural steel that was purported to be resistant to corrosion after an initial, stable layer of rust, called a “protective patina” develops. However, it was subsequently discovered that the weathering steel is sensitive to salt-laden air environments, which caused the protective patina to continue to corrode. In response, the State undertook a corrosion abatement project in 1985 that was completed in 1995 and cost \$80 million.<sup>10</sup> Additional corrosion abatement measures will be required if the Stadium facility is not replaced.

- c. **Parking.** The Stadium Site includes 7,916 onsite parking spaces, including 150 bus parking spaces and 109 disabled parking spaces.<sup>11</sup> A Stadium parking map is attached hereto as **Annex 3**. Following the construction of a HART rail station on the Stadium Site’s Kam Parking Lot (for a discussion of the HART Project, see Section 3.f. below), approximately 440 of the existing 1040 parking spaces at the Kam Parking Lot will be eliminated unless the State negotiates for a parking structure to be built adjacent to the Stadium HART station. Absent the construction of such a parking structure, the number of onsite parking spaces at the Stadium Site will be reduced to approximately 7,476 spaces following the completion of the HART Project.<sup>12</sup>

When Stadium events exceed approximately 28,000 in attendance, overflow parking must be used.<sup>13</sup> Current overflow parking facilities include Radford High School, located approximately one mile south of the Stadium (500 parking spaces, no shuttle service, parking fee proceeds kept by Radford High School), Leeward Community College, located approximately 4.5 miles to the northwest of the Stadium (1,100 parking spaces, no parking fee, shuttle service proceeds kept by Leeward Community College) and the Kam Drive-In Lot, located approximately 1.5 miles to the northwest of the Stadium (900 parking spaces, free shuttle service, parking proceeds kept by Kam Drive-In). The Kam Drive-In Lot is located on the site currently contemplated to be developed as the “Live, Work, Play ‘Aiea” development. Upon commencement of construction of the “Live, Work, Play ‘Aiea” development, the 900 parking spaces at the Kam Drive-In Lot will not be available and only the 1,600 total offsite parking spaces at Radford High School and Leeward Community College will be available for use by Stadium patrons.<sup>14</sup>

- d. **Operations and Use.** The Stadium annually hosts a variety of sporting and cultural events. Sporting events held at the Stadium generally fall into four categories: (i) the University of Hawaii’s football games (an average of 7 games per year averaging 32,518

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<sup>8</sup> See “Aloha Stadium losing baseball configuration,” *Honolulu Advertiser*, Masuoka, Brandon. July 28, 2006. Available at <<http://the.honoluluadvertiser.com/article/2006/Jul/28/sp/FP607280343.html>>. Last viewed November 26, 2013.

<sup>9</sup> Aloha Stadium Planning Study Final Report, dated December 22, 2005. Volume I, Section H.

<sup>10</sup> State of Hawaii Department of Accounting and General Services Final Environmental Assessment for Whole Stadium Improvement, Aloha Stadium, Honolulu, Hawaii, dated August 27, 2008, at 6.

<sup>11</sup> See <<http://alohastadium.hawaii.gov/about/facts-1>>. Last viewed November 21, 2013.

<sup>12</sup> Based on anecdotal observations by Stadium Manager Scott Chan and other Stadium users, as noted in a December 12, 2013 stakeholder meetings.

<sup>13</sup> *Id.*

<sup>14</sup> See Section 2.d., below, for more information on “Live, Work, Play ‘Aiea.”

attendees per game); (ii) the NFL's Pro Bowl game in January<sup>15</sup> (an average of 49,983 attendees per game);<sup>16</sup> (iii) the NCAA's Sheraton Hawaii Bowl (an average of 29,050 attendees per game); and (iv) miscellaneous youth and amateur sporting events (an average of 38 events per year averaging 4,085 attendees per game).<sup>17</sup> Cultural events hosted at the Stadium and the surrounding parking lots include the Aloha Stadium Swap Meet & Marketplace (the "Swap Meet") held in the Stadium parking lots (an average of 155 events per year averaging 6,718 attendees per event since 2007),<sup>18</sup> high school graduations, private parties and band festivals. Since 2007, the annual average attendance at all athletic events held at the Stadium is 460,771; the annual average attendance at all cultural events held at the Stadium and its parking lots is 1,118,400. Thus, since 2007, the total annual average attendance at all events held at the Stadium and its parking lots is 1,579,172 attendees per year.<sup>19</sup> A more detailed discussion of Stadium operations, including revenue statistics and a summary of certain material contracts, is set forth in Section 5 – Operational Matters, below.

- e. **Management.** Chapter 109-1, Hawaii Revised Statutes established the Stadium Authority within the State Department of Accounting and General Services ("DAGS"). The Stadium Authority's statutory responsibility is to maintain, operate and manage the Stadium and the facilities attached thereto. The Stadium Authority consists of nine members appointed by the State's Governor.<sup>20</sup> The Stadium Authority has the statutory power to prescribe and collect rents, fees and charges for use of the Stadium and its related facilities, to execute contracts necessary to exercise its powers and to plan, promote and market the Stadium.<sup>21</sup> Title 3, Chapter 70 of the State of Hawaii Administrative Rules sets forth the rules of the Stadium Authority, including rules governing the use of the Stadium and rules governing the Stadium Authority's procedures (the "Stadium Authority Rules").<sup>22</sup> Currently, the day-to-day operations of the Stadium

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<sup>15</sup> The Stadium had a one year contract to host the Pro Bowl game on January 26, 2014, but does not have a contract for the 2015 Pro Bowl. News reports indicate that Hawaii would like to enter into a long term contract with the NFL to host the Pro Bowl game, but the NFL has been reluctant to enter into such an agreement. See <<http://www.bizjournals.com/pacific/blog/2013/07/hawaii-tourism-authority-wants.html?page=all>>. Last viewed November 26, 2013.

<sup>16</sup> Excluding the 2010 Pro Bowl game, which was held in Miami, Florida.

<sup>17</sup> Averages are based on data provided since the year ended June 30, 2007. See Stadium Authority Stadium Special Fund, Schedule of Actual Revenues from Attractions for the Fiscal Years ended June 30, 2013, June 30, 2012, June 30, 2011, June 30, 2010, June 30, 2009, June 30, 2008 and June 30, 2007, attached hereto as Annex 11.

<sup>18</sup> The Swap Meet is held every Wednesday, Saturday and Sunday, except for Saturdays that the Stadium hosts home University of Hawaii football games. The average attendance figures are based on data provided since the year ended June 30, 2007. See Stadium Authority Stadium Special Fund, Schedule of Actual Revenues from Attractions for the Fiscal Years ended June 30, 2013, June 30, 2012, June 30, 2011, June 30, 2010, June 30, 2009, June 30, 2008 and June 30, 2007, attached hereto as Annex 11.

<sup>19</sup> See Section 5.b. below and Annex 11, attached hereto.

<sup>20</sup> Each member of the Stadium Authority must be a United States citizen and a resident of the State of Hawaii for at least five years preceding such member's appointment. The President of the University of Hawaii and the superintendent of education are *ex officio* members of the Stadium Authority that do not have voting power.

<sup>21</sup> Section 109-2, Hawaii Revised Statutes.

<sup>22</sup> Notably, the Stadium Authority rules include a schedule of "basic or minimum rental rates" to be charged for various uses of the Stadium. Further, Section 3-70-14 of the Stadium Authority Rules provides that licensees "shall not" receive any revenue from parking or from the Stadium Authority's enumerated share of food and beverage sales. Also, pursuant to Section 3-70-13 of the Stadium Authority Rules, it is "the general policy" of the stadium

are carried out by 38.5 full-time employees, including a Stadium Manager, and two part-time employees.

Section 109-3 of the Hawaii Revised Statutes establishes the Stadium Special Fund, a fund into which moneys collected by the Stadium Authority must be deposited. The Stadium Special Fund is used for the expenses of the operation, maintenance and management of, and all or a portion of the cost of financing any capital improvement project for, the Stadium and related facilities. We reviewed the annual reports of the Stadium Authority and Stadium Special Fund for each of the last five years (most recently the annual report for the fiscal year ended June 30, 2013). A summary of the revenues and expenses associated with the Stadium for each of the past five years is attached hereto as **Annex 4**. Stadium revenues have declined in each of the last five years. Such decreases in revenues have outpaced corresponding decreases in expenses, and have resulted in a decrease in the balance of the Stadium Special Fund at the end of each of the last five fiscal years.

- f. ***Maintenance and Improvements.*** Over the past two decades, there have been numerous studies conducted recommending various repairs and maintenance on the Stadium.<sup>23</sup> In connection with the Aloha Stadium Planning Study Final Report commissioned by DAGS in 2005, a Capital Improvement Schedule was created that provided for sweeping improvements to extend the useful life of the Stadium by 20 years.<sup>24</sup> As of a June 9, 2011 update to the Capital Improvement Schedule prepared in connection with an Aloha Stadium Life Cycle Cost Comparison Study, \$219,308,712 (in 2011 dollars) of capital improvements to the Stadium were scheduled.<sup>25</sup> By summer 2013, approximately \$70 million of improvements were completed, including waterproofing, roof restoration, replacing the seats in the lower bowl and other improvements “addressing health and safety issues.”<sup>26</sup>

Currently, DAGS estimates approximately \$120 million in high priority health and safety improvements are needed to keep the Stadium operational for the next five to ten years.

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authority to grant all television and radio broadcast rights to the licensee of the stadium to which such rights pertain, provided that the Stadium Authority may impose a percentage charge of all consideration received by the licensee.

<sup>23</sup> See, e.g., Aloha Stadium Planning Study Final Report, dated Dec. 22, 2005; Aloha Stadium, Investigation and Analysis of the Pedestrian Passage Bridges, dated Feb. 5, 2007; Aloha Stadium, Roof Deck Replacement Final Assessment Report, dated July 31, 2007; Aloha Stadium, Phase 1 – Wind Loading Analysis, dated July 31, 2007; Aloha Stadium, Structural Certification – Phase 2 Executive Summary, dated Oct. 31, 2008; Aloha Stadium, Structural Certification Task 2.1-1 – Wind Tunnel Studies, dated Oct. 31, 2008; Aloha Stadium, Structural Certification Task 2.2 – Condition Survey of Protective Coatings, dated Oct. 31, 2008; Aloha Stadium, Structural Certification Task 2.3 – Seismic Analysis of Steel Seating Stands, dated Oct. 31, 2008; Aloha Stadium, Structural Certification Task 2.4 – Study on Occupant Perception of Vibration, dated Oct. 31, 2008; Aloha Stadium, Scope Assessment for Health and Safety Projects, Volume 1: Executive Summary and Report, dated Dec. 11, 2009; Aloha Stadium, Scope Assessment for Health and Safety Projects, Volume 2: Appendix, dated Dec. 11, 2009; Aloha Stadium, Repairs and Improvements, 60% Preliminary Phase – Final Basis of Design Report, dated Nov. 2010.

<sup>24</sup> Aloha Stadium Planning Study Final Report, dated December 22, 2005. Volume I, Table I-2.

<sup>25</sup> Aloha Stadium Life Cycle Cost Comparison Study, DAGS Job No 12-10-0651, Final Report. Prepared by Wiss, Janney, Elstner Associates, Inc. June 9, 2011

<sup>26</sup> See “Aloha Stadium completes \$70M upgrades,” Jai Cunningham. *Khon2*. Available at <<http://www.khon2.com/news/local-news/aloha-stadium-completes-70m-upgrades>>. Last viewed November 26, 2013.

This estimate does not account for any medium or low-priority improvements contemplated by the Capital Improvement Schedule or any unanticipated needs or the increasing costs of the improvements over time. To date, DAGS has accumulated approximately \$22 million in State appropriations, which are administered by the State Department of Budget and Finance (“DB&F”),<sup>27</sup> to undertake three phases of construction projects on the Stadium. Such construction projects are contemplated to commence with an Invitation to Bid process in late Spring 2014 and conclude in 2017. The total cost of the three construction projects is projected to be \$30 million, and DAGS has included a request for an additional \$3 million in its 2014 budget request to account for the difference in projected construction costs versus the amount appropriated by the State legislature to date. Assuming such \$30 million in construction projects are undertaken, approximately \$90 million in high priority health and safety work will remain under the Capital Improvement Schedule. The cost of such remaining work will increase over time as construction costs increase and unanticipated improvement needs arise. Because Capital Improvement Project funds must be expended for purposes described in the applicable appropriation, any change in purpose (e.g., from repairs to the existing stadium to the construction of a new stadium) would need to be addressed legislatively.

While the Stadium Authority may use moneys in the Stadium Special Fund for maintenance and capital improvements, in practice the Stadium Special Fund has been used only for routine maintenance and the Stadium Authority has relied on the State appropriations for the capital improvements and repairs described in the Capital Improvement Schedule.

## 2. Surrounding Area.

- a. **Generally.** The Stadium Site is located in what the Department of Planning and Permitting has identified as the “Primary Urban Center,” one of eight geographical regions designated by regional development plans that guide the development and improvement of the island of Oahu.<sup>28</sup> Pursuant to the June 2004 Primary Urban Center Development Plan,<sup>29</sup> the planning goal for the Primary Urban Center is to enhance livability while accommodating moderate growth.<sup>30</sup> The Stadium Site is bordered to the

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<sup>27</sup> In the case of appropriated funds designated as Capital Improvement Project appropriations, the DB&F administers such funds to the applicable “Expediting Agency” (in this case, DAGS), following a request for allotment and release of such funds from the Expediting Agency. If the funds are general obligation bond funds, then DB&F floats bonds to cover the amount requested for allotment, and the funds are transferred to accounts established by the Expediting Agency. If the funds are general (cash) funds, then DB&F transfers the requested funds directly to accounts established by the Expediting Agency. Historically, Stadium Capital Improvement Fund appropriations have been designated as being from general obligation bond funds. However, DAGS has indicated that, in 2014, DB&F recommended that \$10 million of funds appropriated in 2013 be converted to general funds because the State has cash available.

<sup>28</sup> Preface, Figure P.1 at P-3, *Primary Urban Center Development Plan*, Dep’t of Planning and Permitting, City and County of Honolulu, June 2004. Available at <<http://www.honolulu.gov/Portals/0/pdfs/planning/PUC/PrimaryUrbanCenterDP.pdf>>. Last viewed November 26, 2013. As of 2013, the Department has indefinitely postponed any review of and adjustment to the 2004 Primary Urban Center Development Plan.

<sup>29</sup> Available at <<http://www.honolulu.gov/Portals/0/pdfs/planning/PUC/PrimaryUrbanCenterDP.pdf>>. Last viewed November 26, 2013.

<sup>30</sup> *See. id.* at 1-1.

west by Pearl Harbor and the north, east and south by clusters of commercial, institutional and residential properties. Immediately to the east of the Stadium Site lies the Halawa Interchange, the largest interchange in Hawaii where H-1, H-3 and H201/78 and other roadways meet. A map highlighting certain areas surrounding the Stadium Site is attached hereto as **Annex 5**.

- b. ***Pearl Harbor to the West.*** The Stadium Site is located 0.25 miles to the southeast from the 'Aiea Bay portion of Pearl Harbor and 0.7 miles to the northeast of the Pearl Harbor visitor center. Much of Pearl Harbor and more than 10,000 acres of adjacent properties are occupied by the U.S. Navy, including the Naval Station Pearl Harbor and Pearl Harbor Naval Shipyard (the regional maintenance center for the U.S. Navy). In 2010, the Navy and the Air Force merged their two nearby bases; Naval Base Pearl Harbor joined with Hickam Air Force Base to create Joint Base Pearl Harbor-Hickam. Pearl Harbor is the headquarters of the United States Pacific Fleet and is home to the Anti-Submarine Warfare Force and Submarine Forces Pacific Fleet, among others. There are over 17,500 active duty U.S. Military and more than 20,000 dependents and civilians located in Joint Base Pearl Harbor Hickam.<sup>31</sup> The Pearl Harbor Naval Shipyard is the largest industrial complex in Hawaii, with a workforce of 4,700 civilians and military personnel and an annual budget in excess of \$850 million.<sup>32</sup>

There are four main visitor attractions in Pearl Harbor: the USS Arizona Memorial, the USS Bowfin Submarine, the USS Missouri Battleship and the Pacific Aviation Museum. The USS Arizona Memorial, located less than a mile from the Stadium Site, attracts over 1,600,000 visitors annually.<sup>33</sup> The addition of the Battleship Missouri Memorial in 1999, the opening of the Pacific Aviation Museum in 2006 and the opening of a new Pearl Harbor Visitor Center in 2010 has further enhanced the experience at this historic area.

- c. ***Development to the South and Southeast.*** Halawa, a census-designated place (“CDP”) in the City with a population of approximately 14,000,<sup>34</sup> is the location of the Stadium Site. Halawa is classified as a residential district.<sup>35</sup> Directly to the east of the Stadium Site is a high density residential area and to the southeast is low-density, low-income housing.<sup>36</sup> The area to the south/southeast of the Stadium contains two shopping centers, a neighborhood-oriented center containing a K-Mart and a grocery store<sup>37</sup> and an

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<sup>31</sup> See <[http://www.yourmilitary.com/index.php?id\\_state=5&id\\_base=62&what=base](http://www.yourmilitary.com/index.php?id_state=5&id_base=62&what=base)>. Last viewed November 26, 2013.

<sup>32</sup> See “Advantages to Hawaii,” The Chamber of Commerce of Hawaii, January 2013 Military Affairs Counsel. Available at <[http://cochawaii.com/\\_library/documents/new-pdfs/2013chambermilbrochureasofjanuary7.pdf](http://cochawaii.com/_library/documents/new-pdfs/2013chambermilbrochureasofjanuary7.pdf)>. Last viewed November 26, 2013.

<sup>33</sup> See “Visiting Pearl Harbor and the USS Arizona Memorial.” Available at <[http://gohawaii.about.com/cs/pearlharbor/a/pearl\\_harbor.htm](http://gohawaii.about.com/cs/pearlharbor/a/pearl_harbor.htm)>. Last viewed November 26, 2013.

<sup>34</sup> See <<http://www.census.gov/geo/maps-data/data/gazetteer.html>>. Last viewed November 26, 2013.

<sup>35</sup> State of Hawaii Department of Accounting and General Services Final Environmental Assessment for Whole Stadium Improvement, Aloha Stadium, Honolulu, Hawaii'i, dated August 27, 2008, at 11.

<sup>36</sup> *Id.* at 9.

<sup>37</sup> State of Hawaii Department of Accounting and General Services Final Environmental Assessment for Whole Stadium Improvement, Aloha Stadium, Honolulu, Hawaii, dated August 27, 2008 at 9.

entertainment-oriented center containing the only ice rink in Hawaii, “Ice Palace Hawaii”.<sup>38</sup> See generally, Annex 1.

While Halawa is relatively undeveloped, the more developed suburban neighborhood of Salt Lake is located three miles to the south of the Stadium. The Salt Lake neighborhood consists of suburban housing, high-rise condominiums, and mid-rise townhouses. Salt Lake’s commercial district consists of the Salt Lake Shopping Center, which features a wide range of stores and restaurants, including both large chains to local establishments.<sup>39</sup>

- d. ***Development to the North and Northwest.*** ʻAiea, a CDP in the City with a population of 9,338,<sup>40</sup> is located less than a mile to the north of the Stadium Site. ʻAiea is home to a small strip mall, the ʻAiea Shopping Center, which contains a supermarket, restaurants, and a few other businesses.<sup>41</sup> The area also contains several schools and other community facilities, including ʻAiea Elementary School (located approximately 500 feet north from the northern periphery of the Stadium parking lot).<sup>42</sup>

ʻAiea is also home to a small district commonly referred to as “Pearlridge.” The area, located less than two miles northwest of the Stadium Site, is full of commercial development (retail and office), high-density apartment buildings, light-industrial uses, a medical complex, and various community facilities.<sup>43</sup> Pearlridge is also situated near the Pearl Country Club.<sup>44</sup> The area gets its name from the Pearlridge Center, the largest enclosed shopping center in Hawaii.<sup>45</sup> The Pearlridge Center is separated into two sections, Pearlridge Uptown and Pearlridge Downtown. Consumers have the option of traveling between Uptown and Downtown on Hawaii’s only currently operational monorail. Between the two facilities resides the State’s largest watercross farm. Altogether, the Pearlridge Center is home to more than 170 stores, 2 food courts, 12 full-service restaurants, a miniature golf course, 2 arcades, 16 theaters, an emergency clinic, and an 8-story office complex.

In October 2013, the Honolulu Planning Commission granted development group CM Kam Properties LLC’s rezoning approval request for a development project known as “Live, Work, Play ʻAiea,” a \$767 million, five-tower, 1,500 home condominiums and mixed-use project in ʻAiea across from the Pearlridge Center and less than two miles

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<sup>38</sup> See <<http://icepalacehawaii.com/about>>. Last viewed November 26, 2013.

<sup>39</sup> See <<http://www.prudentiallocations.com/neighborhoods.aspx>>. Last viewed November 26, 2013.

<sup>40</sup> See <<http://www.census.gov/geo/maps-data/data/gazetteer.html>>. Last viewed November 26, 2013.

<sup>41</sup> See <[https://maps.google.com/maps?q=%22aiea+shopping+center%22&ie=UTF-8&ei=XUhpUuTIMaOiyAHnjIDwAQ&ved=0CAgQ\\_AUoAg](https://maps.google.com/maps?q=%22aiea+shopping+center%22&ie=UTF-8&ei=XUhpUuTIMaOiyAHnjIDwAQ&ved=0CAgQ_AUoAg)> Last viewed November 26, 2013.

<sup>42</sup> Ch. 3.4.1.5, Aiea-Pearl City Town Centers, *Primary Urban Center Development Plan*, Dep’t of Planning and Permitting, City and County of Honolulu, June 2004. Available at <<http://www.honoluluodpp.org/Portals/0/pdfs/planning/PUC/PrimaryUrbanCenterDP.pdf>>. Last viewed November 26, 2013.

<sup>43</sup> *Id.*

<sup>44</sup> See <<http://www.prudentiallocations.com/neighborhoods.aspx>>. Last viewed November 20, 2013.

<sup>45</sup> See <<http://www.pearlridgeonline.com/info/aboutus>>. Last viewed November 20, 2013.

northwest of the Stadium Site.<sup>46</sup> The project, which is slated to begin in 2014 but expected to take 13 years to fully complete, would include 143,000 square feet of retail and restaurant space, 80,000 square feet of office space, and potentially a 150-room hotel.<sup>47</sup>

- e. ***Interstate Development to the East.*** Immediately to the east of the Stadium Site lies the Halawa Interchange, the largest interchange in Hawaii where H-1, H-3 and H201/78 and other roadways meet. The area is considered culturally important and sacred by natives.<sup>48</sup> Those wishing to preserve the area have taken issue with pollution in Pearl Harbor as well as the construction of parts of the H-3 freeway that cuts through the area.<sup>49</sup>

### 3. Real Property and Land Use Matters.

- a. ***Site Overview.*** The Stadium and related State-owned lands that comprise the Stadium Site are situated on approximately 100 acres<sup>50</sup> that lie approximately 35 feet above sea level, eight miles west of downtown Honolulu, less than one mile to the northeast of the Pearl Harbor visitor center and two miles north of Honolulu International Airport (see **Annex 2**). The portion of the State-owned site immediately surrounding the Stadium perimeter is circular in shape and contains parking lots. In addition to the Stadium and the immediately surrounding circular perimeter, there are three additional parking lots on the Stadium Site: the Upper Halawa Parking Lot and the Lower Halawa Parking Lot to the east and the Kam Parking Lot to the southwest. There are five gates leading into the site from the surrounding roadways.<sup>51</sup> A map of the developed portions of the Stadium Site, including adjacent parking lots and entrance gates, is attached hereto as **Annex 3**. As discussed in Section 3.f. below, beginning in 2017, the Stadium Site will include a HART commuter rail line station on the property currently known as the Kam Parking Lot.
- b. ***Deed Restrictions.*** Currently, the land parcels comprising the Stadium Site are owned in fee simple by the State, subject to the following federal and city deed restrictions.
  - i. **Federal Deed Restriction.** On June 30, 1967, the United States federal government<sup>52</sup> deeded to the City and County of Honolulu approximately 56 acres of former federal surplus property for use as a public park under the authority of the public benefit conveyance provisions of the Federal Property and

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<sup>46</sup> See Application for Development Agreement for Live, Work, Play 'Aiea, Tax Map Keys 9-8-013:013 and 015, dated October 31, 2013, received by AGS Division of Public Works on November 6, 2013.

<sup>47</sup> "Robertson Properties' Aiea Project Gets OK for Rezoning," Pac. Bus. News, Oct. 3, 2013. Available at <[http://www.bizjournals.com/pacific/blog/morning\\_call/2013/10/robertson-properties-aiea-project.html](http://www.bizjournals.com/pacific/blog/morning_call/2013/10/robertson-properties-aiea-project.html)>. Last viewed November 20, 2013; "Robertson Properties Group's Aiea Project Being Reviewed by City Planners," Pac. Bus. News, Mar. 1, 2013, <<http://www.bizjournals.com/pacific/news/2013/03/01/robertson-properties-groups-aiea.html>>.

<sup>48</sup> See <<http://www.prudentiallocations.com/neighborhoods.aspx>>. Last viewed November 20, 2013.

<sup>49</sup> *Id.*

<sup>50</sup> See Footnote 2, above.

<sup>51</sup> Aloha Stadium Planning Study Final Report, dated December 22, 2005. Volume II, Section A.

<sup>52</sup> Acting through the Administrator of General Services.



Administrative Services Act of 1949.<sup>53</sup> According to a restriction in the deed affecting the transfer, the land must be used only for public park or public recreation uses in perpetuity “in accordance with the Application for Public Park, Public Recreational Area and/or Historic Monument . . . dated October 5, 1966” (the “Federal Deed Restriction”).<sup>54</sup> Further, the Federal Deed Restriction provides that the federal government shall have full, unrestricted possession, control and use of the subject land during the existence of any national emergency declared by the President of the United States.<sup>55</sup> A map of the portion of the Stadium Site encumbered by the Federal Deed Restriction is attached hereto as **Annex 6-a**. An aerial map of certain parcels of land that constitute a portion of the Stadium Site that have been conveyed over time to the State from the United States federal government is attached hereto as **Annex 6-b**.

On October 27, 1970, the U.S. Department of the Interior consented to a transfer of title of the property subject to the Federal Deed Restriction from the City to the State and the City so conveyed such property by Quitclaim Deed on October 27, 1970.<sup>56</sup> Also in 1970, the Department of the Interior concurred in an amendment to the original Program of Utilization allowing the State to build the Stadium on the site for public recreation use.<sup>57</sup>

The Federal Deed Restriction limits use of the property to use for the operation and maintenance of a stadium “together with appurtenant facilities and improvements for service and concession facilities” in accordance with the October 5, 1966 Application for Public Park, Public Recreational Area and/or Historic Monument on file at the offices of the Bureau of Outdoor Recreation,

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<sup>53</sup> We were not provided with, and therefore did not review, any land ownership or transfer documents prior to the Quitclaim Deed, made June 30, 1967, between the United States of America, acting through the Administrator of General Services, and the City and County of Honolulu.

<sup>54</sup> Quitclaim Deed, made June 30, 1967, between the United States of America, acting through the Administrator of General Services, and the City and County of Honolulu. The restriction specifically provides that concession agreements may be entered into for the purpose of serving a public park and recreation purpose, but commercial purposes are forbidden.

<sup>55</sup> *Id.*

<sup>56</sup> See Quitclaim Deed, dated October 27, 1970, between the City and County of Honolulu and the State of Hawaii related to 56.024 acres (previously federal land). Such deed purported to convey 56.024 of the original 56.905 acres subject to the deed restriction to the State of Hawaii. It appears that the remainder of the property may have been retained by the City and County of Honolulu. The record of the Department of the Interior’s approval of the conveyance to the State and the associated revision of the Program of Utilization should be reviewed to confirm that the current ownership and use of the retained property is in accordance with the terms of the Federal Deed Restriction. The Quitclaim Deed, dated October 27, 1970, between the City and County of Honolulu and the State of Hawaii related to 56.024 acres (previously federal land), indicates that the property remains subject to the deed restrictions imposed by both the Quitclaim Deed, made June 30, 1967, in addition to those imposed by the Quitclaim Deed, dated October 27, 1970. While the substance of restrictions contained in each deed are fairly consistent, they are not identical. Of particular note, Quitclaim Deed, made June 30, 1967, required continued use of the property for a park whereas the Quitclaim Deed, dated October 27, 1970, required use for “public recreational purposes; to include the construction, operation and maintenance of a stadium, together with appurtenant facilities and improvements for service and concession facilities.” Thus, the land encumbered by a the Federal Deed Restriction may require additional action to ensure compliance with, or clarification of, the terms of the Quitclaim Deed, dated October 27, 1970.

<sup>57</sup> See 2010 Appraisal at 17-18.

Department of the Interior.<sup>58</sup> The uses approved by the Department of the Interior included use as a stadium to be “used by the public, on a non-discriminatory basis, to enjoy sport events, spectacles, rallies, concerts, programs, exercises, ceremonies, conventions, and other features provided by the municipality, by civic organizations, civic-minded persons, the military, or by other responsible groups.”<sup>59</sup> The approved uses also included park uses.<sup>60</sup> There has been debate between the State and the Department of the Interior regarding revenue generating activities at Aloha Stadium. As of 2013, the Department of the Interior described its position that “concessions may be used to support the public recreational use of the site and reasonable fees may be charged to support that use.”<sup>61</sup> The Department of the Interior supported the use of the Stadium for events not open to the general public “as long as they meet the criteria that they do not interfere with the public use of the stadium property, and that public recreational use takes precedence over private events.”<sup>62</sup>

Pursuant to the Federal Deed Restriction and under the Federal Lands to Parks Program, if the State is no longer able to use land for its stated purpose, the land, along with appurtenances thereon, may be reverted to the federal government at its option for re-disposal.

Under the Federal Property and Administrative Services Act, the U.S. government may consider an exchange of land for the release of formerly imposed deed restrictions. Section 321 of Public Law 102-381 dated October 5, 1992 authorizes the removal of restrictions on the Stadium property in exchange for identification of “an equal amount of additional land . . . for public park and public recreation uses.” The State is exploring the possibility of such a land exchange in order to have the restrictive covenants lifted.<sup>63</sup> The Stadium Authority is also in active discussions related to the removal of the Federal Deed Restriction. However, regardless of whether the Federal Deed Restriction is lifted, if a new stadium facility remains in virtually the same location, then development can be planned on the remainder or the Stadium Site provided that such development is consistent with the City Deed Restriction<sup>64</sup> and any other applicable restrictions and zoning requirements.

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<sup>58</sup> Examples of previously approved recreational use include leasing public lands for ski areas or rowing boat houses. Special use permits are also used to grant use for short-term activities, such as a running or bicycle race. We note that this is not an exhaustive list, and specific recreational uses require a case-by-case determination by the applicable Federal agency.

<sup>59</sup> As described in correspondence from David Siegenthaler, Federal Land to Parks Program Coordinator, Pacific West Region, United States Department of the Interior, to Scott L. Chan, Stadium Manager, Aloha Stadium, dated April 5, 2013.

<sup>60</sup> *Id.*

<sup>61</sup> *Id.*

<sup>62</sup> *Id.*

<sup>63</sup> State of Hawaii Department of Accounting and General Services Final Environmental Assessment for Whole Stadium Improvement, Aloha Stadium, Honolulu, Hawaii, dated August 27, 2008, at 17-18.

<sup>64</sup> Alternatively, the City Deed Restriction could be removed.

- ii. City Deed Restriction. In addition to the Federal Deed Restriction,<sup>65</sup> additional portions of the Stadium Site are encumbered by restrictive covenants imposed by the City (the “City Deed Restriction”). In a Quitclaim Deed dated November 30, 1970, whereby the City granted 41.417 acres of property to the State, the City required that the property be used and maintained “for a public stadium project in accordance with Act 172, S.L.H. 1970, together with all appurtenant facilities and improvements for service and concession facilities.”<sup>66</sup> In the event of a breach of this covenant, all interest in the property and any improvements would revert to the City. A map of the portion of the Stadium Site encumbered by only the City Deed Restriction is attached hereto as **Annex 7**. Any modification of this encumbrance to allow for alternate uses would require the approvals of the Governor, Lt. Governor, the State Department of Land and Natural Resources (“DLNR”), the City Mayor, Corporation Counsel, City Council and City natural resources agency.<sup>67</sup>

Due to the development of mass transit on the Stadium Site in connection with the HART Project (for a discussion of the HART Project, see Section 3.f. below), the City and the State have an interest in promoting transit-oriented development adjacent to HART stations. We anticipate productive discussions between the City and the State related to removal of the City Deed Restriction in connection with redevelopment of the Stadium Site, provided that such development is consistent with transit-oriented development principles (for a discussion of transit-oriented development, see Section 3.g. below).<sup>68</sup>

c. ***Land Use.***

- i. State Land Use Designation: Urban.<sup>69</sup>
- ii. City & County Zoning: R-5 Residential. The purpose of the residential district classification is to allow for a variety of residential densities. The primary use in zone R-5 Residential is detached dwellings, though other types of allowable dwellings include zero lot line, cluster and common wall housing arrangements. The development standards for the R-5 Residential district are a minimum lot area of 5,000 square feet for a single family detached dwelling, 7,500 square feet for a two-family detached dwelling, and 3,750 square feet for a duplex. The minimum lot width and depth is 50 feet (or 30 feet for a duplex unit). The minimum front yard is 10 feet for dwellings and the minimum side and rear yard

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<sup>65</sup> Including the subsequent transfer from the City to the State discussed in Footnote 55.

<sup>66</sup> Quitclaim Deed, dated November 30, 1970, between the City and County of Honolulu and the State of Hawaii related to 41.417 acres.

<sup>67</sup> *Id.*

<sup>68</sup> See Email titled “RE: Aloha Stadium – TOD and Deed Restriction Issues” from Harrison Rue to G. Tyler Parramore, dated January 13, 2014.

<sup>69</sup> Under Chapter 205, Hawaii Revised Statutes, all lands in the State of Hawaii are classified into four major land use districts: Urban, Rural, Agricultural and Conservation districts. Urban districts include lands that are in urban use and a sufficient reserve area for foreseeable urban growth. See Final Environmental Site Assessment for Whole Stadium Improvement Aloha Stadium, Honolulu, Hawai’i, Tax Map Key (1) 9-9-003:061, dated August 27, 2008. Prepared by: Myounghee Noh & Associates, L.L.C. See also 2010 Appraisal at 15.

is 5 feet. The maximum building area is 50 percent of the zoning lot. The maximum building height is 25 feet.<sup>70</sup>

A zoning waiver permit for the Stadium was approved on November 6, 2009 (the “Waiver Permit”). This Waiver Permit waived the requirements of Land Use Ordinance Sections 21-3.70-1(b) (regarding residential development standards), 21-4.60(a) (regarding heights), and 21-4.110(b)(3) (regarding nonconforming structures), allowing the development of the Stadium to be done in accordance with plans incorporated by reference into the waiver permit. The Waiver Permit describes the Stadium as nonconforming. It also references a prior waiver described as Waiver No. 1972/W-5.<sup>71</sup>

- iii. Primary Urban Center Development Plan: Institutional.
  - iv. Special Management Area: None.<sup>72</sup>
  - v. Historic Sites Present: None.<sup>73</sup>
  - vi. Flood Hazard: Zone D (undetermined).<sup>74</sup>
  - vii. Noise Restrictions: Class A District.<sup>75</sup> The maximum permissible sound levels for construction activities is 60 dBA during daytime (7:00 a.m. to 10:00 p.m.) and 50 dBA during night time hours (10:00 p.m. to 7:00 a.m.). These levels may not be exceeded at or beyond the property line for more than 10% of any continuous 20-minute period.<sup>76</sup> Though these noise levels are exceeded by sporting events or concerts that are held at the Stadium, no applicable noise variances or special use permits are in place. In practice, the City currently does not enforce such noise restrictions at the Stadium Site.<sup>77</sup>
  - viii. Operational Permits: To date, we have not been provided with any copies of certificates of occupancy or other operational permits related to the Stadium.
- d. ***Topography and Soils.*** The topography of the Stadium Site is generally flat with no steep slopes (i.e., no slopes greater than 20%), primarily because the Stadium Site was graded extensively during construction.<sup>78</sup> The Halawa Stream, a concrete, channelized stream, is located to the south/southeast of the Stadium (see Surrounding Property Map,

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<sup>70</sup> *Id.* at 16.

<sup>71</sup> A copy of this waiver has not been provided.

<sup>72</sup> State of Hawaii Department of Accounting and General Services Final Environmental Assessment for Whole Stadium Improvement, Aloha Stadium, Honolulu, Hawaii, dated August 27, 2008, at Table 1.

<sup>73</sup> *Id.*

<sup>74</sup> *Id.*

<sup>75</sup> *Id.* at 31-32.

<sup>76</sup> Title 11, Chapter 46, Hawaii Administrative Rules.

<sup>77</sup> December 11, 2013 meeting with the City and County of Honolulu Department of Planning and Permitting.

<sup>78</sup> State of Hawaii Department of Accounting and General Services Final Environmental Assessment for Whole Stadium Improvement, Aloha Stadium, Honolulu, Hawaii, dated August 27, 2008, at 24-26.

attached hereto has **Annex 5**). The Stadium Site is located on land consisting of Waipahu Silty Clay, Makalapa Clay and Honolulu Clay.<sup>79</sup>

Prior geotechnical investigations of various portions of the property have identified soils with slight to moderate expansion potential when it has its relatively high in-situ moisture content.<sup>80</sup> Further, during construction of improvements to the Lower Halawa Parking Lot in 2005, wet subgrade conditions were encountered in some areas.<sup>81</sup> These conditions included the presence of free water in subgrade and granular fill areas.<sup>82</sup> The exact cause was not determined, but it was suggested that it could be related to water lines leaking below grade, penetrations through the old pavement section that allowed water to infiltrate the subgrade soil, and/or heavy rains that occurred during construction.<sup>83</sup> Due to time constraints for the 2005 improvements, wet soils were over-excavated and the area filled with compacted granular fill.<sup>84</sup> At that time, recommendations were made for future pavement reconstruction work in the area, but no such reconstruction work has been undertaken.<sup>85</sup> It is not known whether any of these conditions are present site-wide or what impact they may have on Stadium Site redevelopment.

- e. **Regulation.** The Stadium facility and Stadium Site are subject to State land use district regulations, City zoning regulations, and the Primary Urban Center Development Plan. Further, any improvements to the Stadium Site would also need to comply with applicable rules and regulations of the Department of Wastewater Management (Design Standards), the Department of Planning and Permitting (Rules Relating to Storm Drainage Standards), the Department of Public Works (Standard Details and Specifications for Public Works Construction), the Board of Water Supply (Water System Standards), and the Department of Health (Administrative Rules regarding Hazardous Materials).
- f. **HART.** In July 2011, the Hawaii Authority for Rapid Transportation (“**HART**”) commenced operations after State voters approved a charter amendment to create the semi-autonomous public transit authority to oversee the planning, construction, operation and extension of the Honolulu Rail Transit Project (the “**HART Project**”),<sup>86</sup> a 20-mile

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<sup>79</sup> *Id.* at Figure 9.

<sup>80</sup> Soils Investigation for Aloha Stadium Turf Replacement prepared by Hirata & Associates, Inc. dated July 15, 2002; Geotechnical Investigation Report prepared by Hirata & Associates, Inc. dated June 12, 2003. *See also* “Hawaii Stadium that is supposed to float on air still awaits tests,” *Engineering News-Record*, McGraw-Hill’s *Construction Weekly*, September 26, 1974 (discussing a suit brought by the builder of the stadium against the stadium’s designer alleging that they failed to show or properly take into account subsurface conditions and differential soil expansion).

<sup>81</sup> Correspondence from Edwin H. Sniffen, P.E. of Hirata & Associates to Jon Muraoka of Fukunaga & Associates, Inc. dated March 9, 2005 regarding Addendum 02, Geotechnical Investigation, Aloha Stadium, Lower Parking Lot Improvements.

<sup>82</sup> *Id.*

<sup>83</sup> *Id.*

<sup>84</sup> *Id.*

<sup>85</sup> *Id.*

<sup>86</sup> *See* <<http://www.honolulustransit.org/hart.aspx>>. Last viewed November 20, 2013.

elevated rail line that will connect West Oahu with the Honolulu International Airport and continue through downtown Honolulu to Ala Moana Center.<sup>87</sup> A route map of the HART Project and a chart that lists projected rail travel times is attached hereto as **Annex 8**. The HART Project will include 21 stations, including a station located at the Stadium Site on land owned by the State at the intersection of Kamehameha Highway and Salt Lake Blvd. on the current Kam Parking Lot site.<sup>88</sup> A map of the proposed Stadium HART station location and the easements related thereto is attached hereto as **Annex 9**.

The HART Project station contemplated located at the Stadium Site will be approximately 21 minutes from the East Kapolei Station, 5 minutes from the Honolulu International Airport Station, 17 minutes from the Downtown Honolulu Station and 21 minutes from the Ala Moana Center Station. Preliminary plans for the Stadium HART station contemplate ADA pedestrian access, bicycle parking, elevators, escalators and stairs, a “Kiss-and-Ride” commuter parking lot (consisting of 600 parking spaces), a taxi area and bus stop.<sup>89</sup> The initial section of the rail transit system, from Kapolei to the Stadium, is slated to open in 2017; and the entire system, from Kapolei to Ala Moana Center, is scheduled to be fully operational in 2019.<sup>90</sup>

The State, the Stadium Authority and HART entered into a Memorandum of Understanding, dated July 10, 2013 (the “HART MOU”), setting forth a non-binding “blueprint” for the agreement among such parties related to the Stadium HART station and related parking lots contemplated to be located on a 9.025-acre portion of the Stadium Site. An application for a non-exclusive easement and a right-of-entry permit related to the construction and operation of the Stadium HART station were submitted to DLNR for consideration at their September 13, 2013 meeting. According to documents accompanying the application, construction of the Stadium HART station is scheduled to begin in 2014 and be completed by 2017.

According to a letter dated October 2, 2013 from DLNR to HART, DLNR approved the right-of-entry permit with certain amendments, which contemplated the right-of-entry permit being effective March 1, 2014, subject to HART satisfying certain conditions. The conditions set forth in such letter include the completion of traffic and safety studies, providing proof of required insurance, obtaining written approvals of improvements by the Comptroller of DAGS and the Executive Director of the Stadium Authority and undertaking debris, pollution and contamination control measures to DLNR’s satisfaction. To date, the conditions have not been satisfied. On February 19, 2014, the DAGS Comptroller sent a letter to HART reiterating that the conditions to the right-of-entry permit must be completed prior to HART commencing any construction at the Stadium Site. On February 19, 2014, the DAGS Comptroller sent a letter to HART reiterating that the conditions to the right-of-entry permit must be completed prior to HART commencing any construction at the Stadium Site. Subsequently, on March 4, 2014, the DAGS Comptroller sent a Letter of Consent to HART, a copy of which is

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<sup>87</sup> See <<http://www.honolulustransit.org/rail-system-guide.aspx>>. Last viewed November 20, 2013.

<sup>88</sup> See <<http://www.honolulustransit.org/rail-system-guide/interactive-route-map.aspx>>. Last viewed November 20, 2013.

<sup>89</sup> See <<http://www.honolulustransit.org/rail-system-guide/interactive-route-map.aspx>>. Last viewed November 20, 2013.

<sup>90</sup> See <<http://www.honolulustransit.org/rail-facts.aspx>>. Last viewed November 20, 2013.

attached hereto as **Annex 10**, pursuant to which DAGS consented to the limited access and use of a portion of the Stadium Site by HART for staging and storing of equipment related to the HART Project, subject to the terms and conditions set forth therein. The Letter of Consent does not allow HART to commence any movement of dirt, construction, placement of structures, etc. without the prior written approval of DAGS and the Stadium Authority. The Letter of Consent may be revoked at any time by DAGS' or the Stadium Authority's written notification to HART at least fourteen days prior to the effective date of the revocation.

Additionally, the contemplated Stadium HART station site is located on land subject to the Federal Deed Restriction. Correspondence from the Department of the Interior dated April 5, 2013, indicates that the proposed HART Project is situated on land encumbered by the Federal Deed Restriction.<sup>91</sup> However, the Department of the Interior indicated that it would "defer significantly" to State determinations regarding the usefulness of the Hart Project to Stadium operations and public access to the Stadium for use as a recreational park.

- g. **Transit Oriented Development.** In light of the HART Project, both the State and the City have taken steps to encourage transit-oriented development ("TOD") on property within a 2000 foot radius of each HART station.<sup>92</sup> TOD is often defined as high-density mixed-use development within walking distance, or a half mile, of transit stations.<sup>93</sup> The State Office of Planning has indicated that TOD "is a powerful tool that can ultimately deliver many of the benefits envisioned both in Governor Abercrombie's New Day Plan and the State Planning Act."<sup>94</sup> In December 2012, the State Office of Planning and Smart Growth America, a national coalition promoting smart growth solutions, prepared a joint report entitled "Leveraging State Agency Involvement in Transit-Oriented Development to Strengthen Hawaii's Economy," which recommends, among other things, that the Governor "prioritize state-owned properties and assets within areas served by transit to understand sustainable development."<sup>95</sup>

The City has taken a number of affirmative steps to promote TOD. In accordance with City Ordinance 09-04, the City's Department of Planning and Permitting has been working with communities to prepare TOD plans for the neighborhoods surrounding each station under City jurisdiction.<sup>96</sup> While draft Neighborhood TOD Plans have been prepared for a number of neighborhoods, the City has not yet developed a Neighborhood TOD Plan for the Stadium HART station neighborhood, in part because the majority of

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<sup>91</sup> Correspondence from David Siegenthaler, Federal Land to Parks Program Coordinator, Pacific West Region, United States Department of the Interior, to Scott L. Chan, Stadium Manager, Aloha Stadium dated April 5, 2013.

<sup>92</sup> "TOD Planning Framework: One Island, One Community." City and County of Honolulu, July 2013, at 5.

<sup>93</sup> "Center for Transit-Oriented Development." <<http://www.cnt.org/tcd/projects/ctod/>>. Last viewed January 8, 2014.

<sup>94</sup> "Transit-Oriented Development (TOD)." State of Hawaii Office of Planning Website. <<http://planning.hawaii.gov/spb/transit-oriented-development/>>. Last viewed January 8, 2014.

<sup>95</sup> "Leveraging State Agency Involvement in Transit-Oriented Development to Strengthen Hawaii's Economy." December 12, 2012. State of Hawaii Office of Planning and Smart Growth America. Available at <<http://planning.hawaii.gov/wp-content/uploads/2013/04/HI-State-TOD-Strategies-Final-Report-FINAL.pdf>>. Last viewed January 8, 2014.

<sup>96</sup> "TOD Planning Framework: One Island, One Community." City and County of Honolulu, July 2013, at 5.

the land in such neighborhood is owned by the State.<sup>97</sup> Once a Neighborhood TOD Plan has been adopted by the City Council, the plan's recommendations will be "translated into new ordinances and zoning regulations in the Land Use Ordinance."<sup>98</sup>

The City is working to pass comprehensive land use ordinance updates and zoning code revisions, however such revisions will not be completed until after the end of 2014. In connection with such revisions, the City plans to implement an overlay zoning code for each HART station area after each Neighborhood TOD Plan is adopted.<sup>99</sup> Until the implementation of the comprehensive revisions to the land use and zoning regulations, the City has proposed an interim Planned Development-Transit bill (the "IPT-D Bill"), which the City hopes will be adopted by the City Council by April 2014.<sup>100</sup> The proposed IPT-D Bill would, among other things, allow the City to negotiate with private developers regarding qualifying projects<sup>101</sup> that may differ from an area's current zoning until an overlay zoning code is passed in connection with the Neighborhood TOD Plan approval and implementation process.

The City has indicated that it would like to work with the State in connection with its TOD planning process related to the Stadium HART site, including conducting surveying residents of neighborhoods surrounding the Stadium Site and conducting follow-up neighborhood meetings. However, it is uncertain whether the State or the City will lead this process. Coordinating a process for the State to define the form of development on and surrounding the Stadium Site is necessary as HART, the City and the State potentially have conflicting views and priorities.

#### 4. **Environmental Matters.**

- a. ***Biological Resources.*** The Stadium Site is not expected to provide a suitable habitat for native species, including endangered, threatened, proposed or candidate species.<sup>102</sup>
- b. ***Historical Resources.*** No archaeological or cultural resources are known to exist on the Stadium Site.<sup>103</sup>
- c. ***Water Resources.*** The Stadium is located within the Waimalu Aquifer Sector. Groundwater within this sector is currently used for drinking. Because the aquifer is unconfined, it has a high vulnerability to contamination.<sup>104</sup>

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<sup>97</sup> Per statements made at meetings with various City and HART representatives in a December 11, 2013 meeting with Foley & Lardner LLP.

<sup>98</sup> "TOD Planning Framework: One Island, One Community." City and County of Honolulu, July 2013, at 10.

<sup>99</sup> *Id.*

<sup>100</sup> See Email titled "RE: Aloha Stadium – TOD and Deed Restriction Issues" from Harrison Rue to G. Tyler Parramore, dated January 13, 2014.

<sup>101</sup> Qualifying projects must demonstrably exhibit those kinds of attributes that are capable of promoting highly effective transit-enhanced neighborhoods, including diverse employment opportunities, an appropriate mix of housing types, support for multi-modal circulation and well-designed publicly accessible and usable spaces. See proposed Section 21-9.100-5 of Article 9, Revised Ordinances of Honolulu 100, as amended.

<sup>102</sup> State of Hawaii Department of Accounting and General Services Final Environmental Assessment for Whole Stadium Improvement, Aloha Stadium, Honolulu, Hawaii, dated August 27, 2008, at 37-38.

<sup>103</sup> *Id.* at 35.



d. ***Subsurface Impacts.***

- i. **Petroleum Impacts.** According to the 60% Preliminary Phase Hazardous Materials Survey (“Haz Mat Survey”), soil samples taken from the Stadium Site were found to exceed Department of Health (“DOH”) Environmental Action Levels (“EAL”) for total petroleum hydrocarbon (TPH).<sup>105</sup> PCBs and poly aromatic hydrocarbons were reportedly not identified in the samples or identified at levels below the applicable EAL.<sup>106</sup> The Haz Mat Survey suggests that there also may be impacts related to hydraulic lifts used at the Stadium prior to 2006, although it is not clear whether such impacts are related to these former features,<sup>107</sup> whether the release was reported to the DOH or whether remedial steps were taken.

A May 3, 2012 report prepared by HART in connection with evaluating the HART Project identified petroleum impacted soil on the Stadium Site.<sup>108</sup> Impacts were identified between 31 and 50 feet below ground surface.<sup>109</sup> HART reported that soil samples with the greatest evidence of petroleum contamination were recovered from depths near the soil-groundwater interface.<sup>110</sup> HART identified a number of petroleum product pipelines in the vicinity of the investigation that may have been a potential source of the contamination.<sup>111</sup> While it appears from the 2012 report that the petroleum traveled onto the proposed HART station site, the source of the petroleum is unclear. According to information from the Naval Facilities Engineering Command, a deactivated Air Force fuel line is in the vicinity of the contamination, though there are no known leaks from such pipeline.<sup>112</sup> The conditional right-of-entry granted to HART related to the HART Project provides that HART is responsible for “all costs associated with construction within the right-of-entry area;” to date, HART has not commenced or planned any environmental remediation.

- ii. **Other Impacts.** The U.S. Navy has a right-of-entry permit over a portion of the Stadium Site related to an ongoing investigation of environmental conditions at the property.<sup>113</sup> This investigation appears to be related to a former laundry

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<sup>104</sup> *Id.* at 39-41.

<sup>105</sup> Aloha Stadium Repairs and Improvement 60% Preliminary Phase – Final Basis of Design Report dated November 2010 prepared by Architects Hawaii Ltd., 9-4 – 9-5.

<sup>106</sup> *Id.* at 9-5.

<sup>107</sup> *Id.*

<sup>108</sup> Honolulu Rail Transit Project, Kamehameha Highway Guideway Section, Release Identification Number 2011-1123-1028, Petroleum Contamination Report dated May 3, 2012 prepared by HART.

<sup>109</sup> *Id.*

<sup>110</sup> *Id.*

<sup>111</sup> *Id.*

<sup>112</sup> See Email titled “FW: Today’s Meeting” from Craig Sato, NAVFAC Hawaii Realty Specialist, to Dorothy Watson, dated January 28, 2014.

<sup>113</sup> Right-of-entry Permit for Survey, Testing and Monitoring No. N6274200RP00135 between the United States of America (acting through the Department of the Navy) and the Stadium Authority, dated November 14, 2000, as amended from time to time.

facility located just north of the Moanalua Freeway that was previously used for dry cleaning.<sup>114</sup> While the right-of-entry permit and related correspondence do not identify the contaminants of concern at the Stadium Site, drycleaners are typically associated with solvent contamination. Two groundwater monitoring wells were proposed for installation along the northern property boundary of the property identified as Parcel 1 in **Annex 2**.<sup>115</sup> As of July 2, 2010, the term of the right-of-entry permit from Aloha Stadium to the Navy was extended through August 31, 2015.<sup>116</sup> We have seen no documentation evidencing contamination on the Stadium Site related to such monitoring wells.

- iii. **Remediation.** The costs associated with any requisite environmental remediation are unknown. Additional studies are necessary to determine the extent of environmental impacts and the extent of necessary remediation.

## 5. **Operational Matters.**

- a. **Use and Operational History.** Prior to the construction of the Stadium, the Stadium Site was federal surplus property. Background literature and the State and Federal Registers of Historic Properties indicate that there are no known historic sites within the Stadium Site area.<sup>117</sup> Further, no archaeological resources are known to exist on the Stadium Site or the immediately surrounding area. While we have not identified any specific cultural obstacles related to any development or redevelopment of the Stadium Site, we understand that the shape of the Stadium and its central location may carry cultural significance as a gathering place.<sup>118</sup>

As discussed above, the Stadium is operated by the Stadium Authority and currently hosts a variety of cultural and sporting events, including the University of Hawaii's home football games on Saturdays in the Fall, the NFL's Pro Bowl in January, the NCAA's Hawai'i Bowl in December and the Swap Meet<sup>119</sup> every Wednesday, Saturday and

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<sup>114</sup> See August 17, 2000 correspondence from the Dennis Pacht of the Department of the Navy to Mr. Edwin K. Hayashi of Aloha Stadium regarding Navy Permit No. N6274200RP00135.

<sup>115</sup> *Id.*

<sup>116</sup> Second Amendment to Right-of-entry Permit for Survey, Testing and Monitoring No. N6274200RP00135 dated July 21, 2010.

<sup>117</sup> State of Hawaii Department of Accounting and General Services Final Environmental Assessment for Whole Stadium Improvement, Aloha Stadium, Honolulu, Hawai'i, dated August 27, 2008, at 11.

<sup>118</sup> Specifically, the entire ahupua'a (land area) of Halawa is highly sacred to Kanaka Maoli (native Hawaiians). Mauka, the mountain side or the upland portion of Halawa, is said to be the birthplace and primary home of Papahānaumoku, the Hawaiian's form of Mother Nature. The shape of the Stadium may resemble the "piko" or "navel", which is located at the center of the human body and connects humans to their mothers prior to birth. Connections can be made between Papahānaumoku (Mother Earth), the aka (umbilical) cord and the 'iewe (placenta) as connecting (bringing together) or rooting the people of Hawaii to the land and bringing them together at the piko (center/stadium). See "Aloha Stadium Optimization Assessment – Cultural Significance of Aiea Site." Kika G. Bukoski, Stadium Authority Optimization Committee Chair. January 21, 2014.

<sup>119</sup> In 1999, the Stadium Authority took over ownership of the Swap Meet, which had been operating since 1979. From 1979 to 1999, three separate vendors owned and operated the Swap Meet as the Aloha Flea Market and rented the parking lot from the Stadium Authority. In 1999, the Stadium Authority chose not to extend the rental agreement and instead "took over ownership" and operation of the event, renaming it the Aloha Stadium Swap Meet & Marketplace. See Investigation of the Stadium Authority's Swap Meet Operations, Report No. 12-02, The

Sunday in the Stadium parking lots.<sup>120</sup> The Stadium had a one year contract to host the Pro Bowl game on January 26, 2014, but does not have a contract for the 2015 Pro Bowl game.<sup>121</sup> The Stadium also hosts a number of smaller events, including youth football games and other amateur sporting events, high school graduations, private parties and band festivals. A summary of the revenues and expenses associated with the Stadium Special Fund as set forth in the Stadium Authority's annual reports for each of the past five years is attached hereto as **Annex 4**.

- b. ***Attendance and Revenue Statistics***. The following tables set forth certain key attendance and revenue statistics over the past seven years. For a more detailed summary of the Stadium's revenue and attendance statistics, see **Annex 11**, attached hereto.<sup>122</sup>

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Auditor, State of Hawai'i, dated March 2012. Volume Services Inc. d/b/a Centerplate currently contracts for the marketing and management of the Swap Meet.

<sup>120</sup> The Swap Meet is not held on Saturdays that the Stadium hosts a University of Hawaii home football game.

<sup>121</sup> News reports indicate that Hawaii would like to enter into a long term contract with the NFL to host the Pro Bowl game, but the NFL has been reluctant to enter into such an agreement. See <<http://www.bizjournals.com/pacific/blog/2013/07/hawaii-tourism-authority-wants.html?page=all>>.

<sup>122</sup> We note that there are slight discrepancies between the revenue figures described in **Annex 11**, the "Schedule of Actual Revenues" for the years ended June 30, 2007 through Jun 30, 2013 and the revenue figures described in **Annex 4**, which a summary of Stadium Authority Special Fund Annual Reports for the years ended June 30, 2007 through Jun 30, 2013. We understand that these discrepancies are due to accounting adjustments for interest income and other miscellaneous revenue associated with the Stadium's cash accounting procedures.

- i. Event Attendance.<sup>123</sup> The following table shows attendance at certain key events at the Stadium since 2007 (number of events held in parentheses):

<b>Event/YE June 30</b>	<b>2013</b>	<b>2012</b>	<b>2011</b>	<b>2010</b>	<b>2009</b>	<b>2008</b>	<b>2007</b>
ILH <sup>124</sup>	48,605 (9)	57,910 (9)	53,424 (9)	55,466 (9)	60,188 (11)	50,755 (9)	49,939 (9)
Pro Bowl	53,612 (1)	53,962 (1)	47,121 (1)	N/A	48,686 (1)	49,586 (1)	46,935 (1)
University of Hawaii	151,643 (6)	195,380 (7)	234,381 (7)	226,878 (7)	235,454 (7)	288,289 (7)	261,342 (8)
Sheraton Hawaii Bowl	16,342 (1)	16,790 (1)	43,222 (1)	18,840 (1)	43,556 (1)	24,149 (1)	40,453 (1)
<i>Total Sports Events</i>	<i>410,570 (58)</i>	<i>462,731 (56)</i>	<i>468,991 (42)</i>	<i>394,799 (34)</i>	<i>480,226 (36)</i>	<i>527,528 (35)</i>	<i>480,555 (59)</i>
Swap Meet	977,386 (154)	998,163 (151)	976,958 (151)	992,515 (156)	997,239 (158)	1,120,832 (159)	1,239,805 (158)
State Fair	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<i>Total Non-Sports Events</i>	<i>1,049,779 (253)</i>	<i>1,083,368 (244)</i>	<i>1,023,194 (262)</i>	<i>1,034,524 (216)</i>	<i>1,078,779 (237)</i>	<i>1,212,185 (246)</i>	<i>1,346,972 (234)</i>
<b>TOTAL</b>	<b>1,460,349 (311)</b>	<b>1,546,099 (300)</b>	<b>1,492,185 (304)</b>	<b>1,429,323 (250)</b>	<b>1,559,005 (273)</b>	<b>1,739,713 (281)</b>	<b>1,827,527 (293)</b>

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<sup>123</sup> See Stadium Authority Stadium Special Fund, Schedule of Actual Revenues from Attractions for the Fiscal Years ended June 30, 2013, June 30, 2012, June 30, 2011, June 30, 2010, June 30, 2009, June 30, 2008 and June 30, 2007.

<sup>124</sup> Interscholastic League of Honolulu.

- ii. Event Revenues.<sup>125</sup> The following table shows the total Stadium revenues for certain key events at the Stadium since 2007 (number of events held in parentheses):

<b>Event/YE June 30</b>	<b>2013</b>	<b>2012</b>	<b>2011</b>	<b>2010</b>	<b>2009</b>	<b>2008</b>	<b>2007</b>
ILH	\$90,675 (9)	\$113,455 (9)	\$94,518 (9)	\$92,782 (9)	\$105,517 (11)	\$98,408 (9)	\$95,799 (9)
Pro Bowl	\$74,279 (1)	\$74,432 (1)	\$74,105 (1)	N/A	\$37,428 (1)	\$37,245 (1)	\$38,852 (1)
University of Hawaii	\$645,696 (6)	\$810,787 (7)	\$931,392 (7)	\$1,005,703 (7)	\$1,052,735 (7)	\$1,370,503 (7)	\$1,167,506 (8)
Sheraton Hawaii Bowl	\$66,383 (1)	\$65,811 (1)	\$190,205 (1)	\$121,389 (1)	\$226,401 (1)	\$147,423 (1)	\$217,390 (1)
<i>Total Sports Events</i>	<i>\$1,126,843 (58)</i>	<i>\$1,350,776 (56)</i>	<i>\$1,428,975 (42)</i>	<i>\$1,373,877 (34)</i>	<i>\$1,582,218 (36)</i>	<i>\$2,075,095 (35)</i>	<i>\$1,745,852 (59)</i>
Swap Meet	\$4,776,822 (154)	\$4,693,286 (151)	\$4,734,804 (151)	\$5,009,038 (156)	\$5,296,580 (158)	\$5,766,454 (159)	\$5,775,310 (158)
State Fair	\$269,127 (20)	\$255,875 (17)	\$208,447 (17)	\$209,239 (16)	\$256,023 (18)	\$262,853 (18)	\$200,265 (15)
<i>Total Non-Sports Events</i>	<i>\$5,239,533 (253)</i>	<i>\$5,164,791 (244)</i>	<i>\$5,051,457 (262)</i>	<i>\$5,269,149 (216)</i>	<i>\$5,645,708 (237)</i>	<i>\$6,232,223 (246)</i>	<i>\$6,861,145 (234)</i>
<b>TOTAL</b>	<b>\$6,366,376 (311)</b>	<b>\$6,515,567 (300)</b>	<b>\$6,480,432 (304)</b>	<b>\$6,643,026 (250)</b>	<b>\$7,227,926 (273)</b>	<b>\$8,307,318 (281)</b>	<b>\$8,606,997 (293)</b>

c. ***Public Utilities and Services.***

- i. Water. The Stadium Site uses the City's drinking water supply. Water flows from source wells in Waimalu (located to the north/northwest of the Stadium Site) and enters the Stadium through a system of water mains underneath major roadways adjacent to the Stadium Site.<sup>126</sup>

The water distribution system and fire supply system for the Stadium are fed by two eight-inch water meters and an eight-inch water line that circle the Stadium. The eight-inch water distribution line is connected to an existing thirty-six-inch water main traversing the circulation road on the west side of the Upper Halawa Parking Lot. The Stadium is serviced by a twelve-inch sewer line that connects to the existing City twenty-one-inch main in the Upper Halawa Parking Lot.<sup>127</sup>

<sup>125</sup> *Id.*

<sup>126</sup> Final Environmental Assessment for Whole Stadium Improvement, Aloha Stadium, Honolulu, Hawaii, dated August 27, 2008 at Section 3.10.1, Utilities and Public Service.

<sup>127</sup> 2009 Scope Assessment for Health and Safety Projects (Volume 1, Executive Summary and Report).

- ii. Wastewater and Solid Waste. The City provides basic sewer services to the Stadium.<sup>128</sup> A map of current sewage infrastructure that services the Stadium, a copy of which is attached hereto as Annex 12, indicates that current infrastructure may be operating at capacity, and therefore additional sewage infrastructure may be necessary if ancillary development is constructed at the Stadium Site.
  - iii. Emergency Services. The emergency services facilities closest to the Stadium Site are as follows: 'Aiea Fire Station (1/2 mile to the northeast); Kapi'olani Medical Center (1¼ miles to the northwest); and Pearl City Police Station (3¼ miles to the northwest).<sup>129</sup>
  - iv. Electrical and Communication Facilities. The Hawaiian Electric Company provides electrical services for the Stadium and Hawaiian Telcom provides telecommunication services to the Stadium.<sup>130</sup> The portion of Salt Lake Blvd. that bifurcates the Stadium Site contains above-ground electrical lines that may need to be moved in connection with any development of the Stadium Site.
- d. **Material Contracts.**
- i. Contracts Reviewed. A summary of the key terms of the material contracts related to the Stadium provided to date is attached hereto as Annex 13, which includes summaries of contracts between the Stadium Authority and/or the State and:
    - The Athletic Department of the University of Hawaii at Manoa regarding the use of the Stadium for collegiate football games in 2013;
    - The National Football League regarding the use of the Stadium for the 2014 Pro Bowl;
    - Volume Services, Inc. d/b/a Centerplate regarding the management of the Swap Meet;
    - Volume Services, Inc. d/b/a Centerplate regarding the provision of food and beverage concession services at the Stadium;
    - ESPN Regional Television regarding the use of the stadium for the Sheraton Hawaii Bowl;
    - HART regarding the intent to develop the HART Project (non-binding memorandum of understanding);
    - The State Department of Transportation regarding the use of a Stadium parking lot to conduct certain driving tests;
    - The U.S. government regarding the use of a Stadium parking lot during heightened states of security;

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<sup>128</sup> Final Environmental Assessment for Whole Stadium Improvement, Aloha Stadium, Honolulu, Hawaii, dated August 27, 2008 at Section 3.10.1, Utilities and Public Service.

<sup>129</sup> *Id.*

<sup>130</sup> *Id.*

- The Athletic Department of the State of Hawaii at Manoa regarding the establishment of a box office sales outlet at the Stadium;
- G4s Secure Solutions (USA), Inc. (successor to The Wackenhut Corporation) regarding security services at the Stadium;
- Rolloffs Hawaii, LLC regarding maintenance of trash containers at the Stadium;
- Kone Inc. regarding services related to elevators and escalators at the Stadium;
- Honeywell International Inc. regarding services related to air conditioning systems at the Stadium; and
- CBS Collegiate Sports Properties, Inc. (Aloha Sports Properties), regarding advertising concessions.<sup>131</sup>

For a detailed summary of revenues generated by events held at the Stadium, see [Annex 11](#).

- ii. Term and Termination Provisions. None of the contracts reviewed to date appear to include any term or termination provisions that would materially inhibit the development or redevelopment of the Stadium Site in the intermediate or long term. Many of the contracts reviewed have short (*e.g.*, one-year) terms and/or contain termination provisions that allow the State or Stadium Authority (as applicable) to terminate the contract when its interests so require. In certain cases, such as the contracts with Volume Services (regarding food and beverage concessions), CBS Collegiate Sports Properties, Inc. (regarding advertising concessions) and G4s Secure Solutions (USA), Inc. (regarding security services), the Stadium Authority may be responsible for certain costs incurred with the early termination of the contract, though such termination costs likely would not be material.

Of the contracts reviewed, the following contracts had the longest terms: (i) Volume Services, Inc. (regarding food and beverage concessions), expiring January 5, 2022, (ii) CBS Collegiate Sports Properties, Inc. (regarding advertising concessions), expiring on June 30, 2019, and (iii) the University of Hawaii at Manoa Department of Athletics (regarding Stadium box office sales outlet), expiring on June 30, 2016.<sup>132</sup> Notwithstanding the aforementioned terms, the State can terminate both the Volume Services, Inc. and CBS Collegiate Sports Properties, Inc. agreements with the State's interests require, provided that appropriate payments are made with respect to the counterparties outstanding obligations.

- iii. Naming Rights Agreement. We also reviewed the Advertising Agreement between CBS Collegiate Sports Properties, Inc., as manager of Aloha Sports Properties, and Laird Christianson Advertising, on behalf of Hawaiian Airlines, related to sponsorship and field naming rights associated with the Stadium. Under the Advertising Agreement, Hawaiian Airlines has naming rights and

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<sup>131</sup> We have also reviewed 8 agreements between CBS Collegiate Sports Properties, Inc. and various purchasers of advertising at the Stadium.

<sup>132</sup> See [Annex 13](#) for additional detail related to termination provisions in these contracts.

related sponsorship rights relating to the naming of the field through December 31, 2015, and automatically renews for additional five year extension term unless either party gives notice of non-renewal prior to October 1, 2015. If the State decides to pursue development of a new stadium, the State should consider instructing CBS Collegiate Sports Properties, Inc. to provide notice of termination under this agreement.

- iv. Agreement between NFL and HTA. Pursuant to the 2014 Hawai'i-NFL Pro Bowl Agreement between the NFL and the Hawaii Tourism Authority (“HTA”), the HTA agrees to pay the NFL a \$4,000,000 fee, provided that the NFL spends such fee with NFL-approved businesses in the State in connection with the production of the 2014 Pro Bowl and All-Star Week. The State or the Stadium Authority is not party to this agreement.
- v. Swap Meet Terms and Conditions. Vendors at the Swap Meet must sign a Stall Usage Contract and comply with standard Rules and Regulations, which are provided by Volume Services Inc. d/b/a Centerplate.

6. **Litigation Matters.**

The Stadium is not subject to any pending litigation matters that would impact development at the Stadium Site.

7. **Financing Matters.**

- a. ***Debt Encumbering Stadium.*** Based on information reviewed to date, we have seen no evidence of debt encumbering the Stadium or the Stadium Site.
- b. ***Potential New Stadium Construction Costs.*** Stadium construction costs vary widely, depending on, among other factors, number of seats (significantly, whether one or multiple levels is needed), amenities, technology and geographic location. While a detailed analysis of the potential construction costs of a new stadium is outside the scope of this memorandum, we have compiled data from sports stadium design experts related to the recent construction of three collegiate stadiums for reference purposes only, a summary of which is attached hereto as **Annex 14**. Based on such data, a new 30,000- to 40,000-seat stadium could be built in Hawaii for between \$132 million and \$192 million in 2014 dollars, including hard construction costs and soft costs but excluding transportation and other infrastructure improvements. Each year that construction is delayed, costs will increase by approximately 4% per year.

Currently, DAGS has accumulated approximately \$22 million in Capital Improvement Project appropriations from the state legislature for Stadium capital repairs improvements, and requested \$3 million in additional funding in the 2014 legislative session. An Invitation to Bid for approximately \$13 million in Stadium improvements is contemplated for Spring 2014, however we understand that the State is reconsidering the magnitude of this figure. Because Capital Improvement Project funds must be expended for purposes described in the applicable appropriation, any change in purpose (e.g., from repairs to the existing stadium to the construction of a new stadium) would need to be addressed legislatively. The decision of whether the \$30 million in available funds should be used for improvements to the current Stadium or for the construction of a new stadium should be made expeditiously to allow for possible reprogramming of funds by



legislature and/or reducing scope of funds to be expended for necessary repairs. Further, removal of the Federal Deed Restriction and the City Deed Restriction would provide additional flexibility for financing tools for infrastructure development.

c. ***State Bonds as a Financing Tool.***<sup>133</sup>

- i. **Types of Bonds.** The State Constitution empowers the State legislature to issue four types of bonds: general obligation bonds (i.e., bonds backed by the full faith and credit of the State), revenue bonds (i.e., bonds payable from the revenues or user taxes of a public undertaking, improvement, system or loan program), bonds issued under special improvement statutes, and special purpose revenue bonds (i.e., all bonds payable from rental or other payments made to an issuer by a person pursuant to contract and secured as may be provided by law). Under the State Constitution, special purpose revenue bonds shall only be authorized or issued to finance facilities of or for, or to loan the proceeds of such bonds to assist, manufacturing, processing or industrial enterprises, certain not-for-profit private schools, utilities serving the general public, health care facilities provided to the general public by not-for-profit corporations, early childhood education and care facilities provided to the general public by not-for-profit corporations, agricultural enterprises serving important agricultural lands, or low and moderate income government housing programs. All bonds of the State other than special purpose revenue bonds must be authorized by a majority vote of the members to which each house of the State legislature is entitled, the State Director of Finance and the Governor. Special purpose revenue bonds of the State must be authorized by two-thirds vote of the members to which each house of the State legislature is entitled. After the scope of a Stadium renovation or redevelopment project is defined, we can conduct a more extensive analysis of applicable bond finance tools.
- ii. **Policies and Procedures.** The State Department of Budget and Finance is authorized by statute to administer State debt.<sup>134</sup> Administrative Directive No. 00-01 establishes the Policy and Procedures related to the issuance of State bonds. Under that directive, State agencies planning to issue State bonds must file a letter of intent with the Department of Budget and Finance at least 60 days prior to the date of issuance and provide certain information related to the contemplated bond issuance (including approximate principal amount, proposed date of issuance, type of bonds to be issued, etc.). The State Director of Finance is responsible for reviewing such letters of intent, the selection of underwriters and the applicable financial advisors and consultants.
- iii. **Tax Increment Financing.** Part VI, Chapter 46, Hawaii Revised Statutes authorizes the City to issue tax increment bonds. However, Article VII, Section 12 of the Hawaii State Constitution does not specifically refer to tax increment bonds and therefore there is some question related to whether such bonds are constitutional.<sup>135</sup> Whether the use of tax increment bonds is permissible in

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<sup>133</sup> See Article VII, Section 12 of the State of Hawaii Constitution. See also “Types of Bonds Authorized by the Constitution,” State of Hawaii Department of Budget and Finance. Available at <<http://budget.hawaii.gov/budget/about-budget/state-debt/>>. Last viewed November 23, 2013.

<sup>134</sup> Section 26-8, Hawaii Revised Statutes.

<sup>135</sup> See “Types of Bonds Authorized by the Constitution.” State of Hawaii Summary (Data Room Folder A.8.).

connection with a Stadium development or redevelopment project cannot be determined until a project plan is developed.

## 8. **Stakeholder Input.**

- a. ***Meetings Conducted.*** In connection with our preparation of this summary, we conducted meetings with the stakeholders identified on **Annex 15**, attached hereto.
- b. ***Themes.*** While each stakeholder offered a unique perspective on the Stadium and the Stadium Site, the following general themes emerged from our meetings.
  - i. **Stadium Too Large.** Nearly all stakeholders agree that the Stadium is too large for its purposes and that a smaller facility would be preferable. Specifically, most stakeholders suggested that 30,000 to 40,000 seats would be the ideal stadium capacity.
  - ii. **Stadium Site is Appropriate.** Generally, most stakeholders believe that the Stadium is located at an appropriate site. Specifically, stakeholders often cited the accessibility to multiple highways and the HART Project as favorable aspects of the Stadium Site. Notably, the University of Hawaii suggested that a site closer to the university's campus would be preferable, but noted that the current Stadium Site is a workable location (though any site further to the west would not be workable). The University of Hawaii suggested the site of William McKinley High School as a potential alternative site.<sup>136</sup>
  - iii. **Multi-purpose Facility Desirable.** All stakeholders desire a multi-purpose facility that can be used for concerts and other cultural events in addition to football games.
  - iv. **Appetite for Premium Amenities.** Many stakeholders indicated that there would be appetite in the community for premium seats (both luxury suites and/or club seating) and premium parking. Generally, stakeholders indicated that 20 to 28 luxury suites and a club seating section would be sustainable by the local business community.
  - v. **Development Generally Acceptable, Subject to Objections from Swap Meet Vendors.** Nearly all stakeholders, including a representative from a nearby neighborhood board, indicated that the community would respond favorably to redevelopment of the Stadium Site. Opinions differed with respect to the most appropriate use for a redeveloped portion of the Stadium Site. Stakeholder suggestions included a band shell/fairgrounds complex, restaurants, non-resort hotel, mixed use "Main Street" development running from HART Station to Stadium, additional sports facilities, cultural-related museum or development incorporating the Pearl Harbor monuments, a job center, corporate offices, health care facilities, a transportation hub adjacent to the proposed HART station, low income housing, a data center or other technology-related development. None of the stakeholders with whom we met mentioned workforce housing as a potential development option. Notwithstanding general community support for

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<sup>136</sup> We understand that William McKinley High School sits on approximately 8 acres. Given that a modern football stadium footprint is approximately 12 acres, without parking, this is likely not a viable alternative.

redevelopment, we were informed that vendors at the Swap Meet would likely resist any initial changes to the Stadium Site due to the uncertainties related to redevelopment.

- vi. Parking Solutions Depend on Stadium Size and Ancillary Development. Current onsite parking at the Stadium Site comfortably accommodates events with attendance up to 28,000. However, approximately 440 parking spaces will be lost upon completion of the HART Project, approximately 900 parking spaces will be lost upon the commencement of the Live, Work, Play 'Aeia development and any redevelopment of the Stadium Site will likely further reduce the number of parking spaces at the Stadium Site. Parking concerns and related traffic flow considerations should be considered in connection with any redevelopment of the Stadium Site.
- vii. Concessions for Certain Youth and Charity Events. Certain youth football playoff games and charity events, including the Great Aloha Run, are held at the Stadium on a rent-free or reduced rent basis. These events are culturally important and carry significant community support. The organizations that sponsor these events are extremely appreciative of the ability to use the Stadium and hope for similar arrangements with any new facility.
- viii. Certain Stakeholders seek TOD at the Stadium Site. While there is some uncertainty with respect to the construction timetable, the completion of the HART Project is the economic development catalyst for City emphasizing TOD surrounding each of HART station. As noted in Section 3.g. above, no Neighborhood TOD Plan has been developed for the Stadium HART station site, however City officials are eager to work with the State to develop such a plan and solicit community input.

## 9. Summary Observations and Analysis.

- a. ***Build versus Renovate Stadium.*** A threshold question in connection with our analysis is whether it is preferable for the State to build a new stadium or continue to renovate and make required capital improvements to the current Stadium. While we understand that there are many policy choices that factor into this decision, we highlight that, based on information obtained from sports stadium design experts, a new 30,000- to 40,000-seat stadium with premium seating options and other modern amenities (i.e., a structure consistent with the suggestions and desires of most stakeholders interviewed to date) could be built in Hawaii for between \$132 million and \$192 million, excluding transportation and related infrastructure (e.g., roads, parking garages, additional sewer and electrical). Hard construction costs for such a stadium would likely range between \$115 million and \$160 million (in 2014 dollars) and soft costs would likely increase total costs by approximately 15% to 20% (based on industry norms). As discussed in Section 1.f. above, approximately \$120 million in high priority health and safety improvements are contemplated by the current Capital Improvement Plan. This figure does not account for any unanticipated needs or the increasing costs of the improvements over time. If the State were to divert the \$120 million needed for high priority health and safety improvements to the construction of a new stadium, a substantial portion of the costs

needed to construct a new stadium could be covered.<sup>137</sup> Because we understand that an Invitation to Bid for approximately \$13 million in Stadium improvements is contemplated for late Spring 2014, if the State were to decide to pursue a new stadium, such decision should be made prior to commencing such Invitation to Bid process. Further, because State-appropriated Capital Improvement Project funds must be expended for purposes described in the applicable appropriation, any change in purpose (e.g., from repairs to the existing stadium to the construction of a new stadium) would need to be addressed legislatively, further underscoring the need to make decisions expeditiously.

In addition, constructing a new stadium would likely substantially decrease the State's annual operating expenses without decreasing revenues. Based on our experience and anecdotal sports industry data, a new stadium with a full-time staff commensurate with a facility in the 30,000- to 35,000-seat range would cost approximately \$3.7 million to \$4.5 million per year to operate. For comparison purposes, the Stadium's average annual operating expenses for the past three years were approximately \$6.9 million per year and did not include any capital improvement reserve payments, meaning that the a new Stadium could save the State between \$2.5 million and \$3.2 million annually in operating expenses alone. In addition to annual operating expenses, we recommend that the State plan to reserve an additional \$1.0 million to \$1.5 million per year as a capital improvement reserve. The total estimated operating cost of a new stadium, plus recommended capital improvement reserve payments, would be approximately \$4.7 million to \$6.0 million per year, depending on capital reserve contingencies and other operational variables.

- b. ***Parking Shortfall.*** As noted in Section 1.c. above, when Stadium events exceed approximately 28,000 in attendance, overflow parking must be used. As the Stadium currently has 7,916 onsite parking spaces, this means that an average of 3.5 persons are riding per automobile, which is a high person-per-automobile ratio compared to other stadiums in the United States. Assuming that the Stadium will lose approximately 440 parking spaces in connection with the HART Project and there will be 1,600 offsite parking spaces available on a going forward basis (which excludes 900 offsite spaces at the Kam Drive In Lot, which will be lost due to the development of Live, Work, Play 'Aiea), there will be approximately 9,076 total parking spaces available for use at Stadium events (7,476 onsite spaces and 1,600 offsite spaces). Assuming between 3 and 3.5 persons ride in each automobile, following completion of the HART Project and the development of Live, Work, Play 'Aiea there will be parking capacity for approximately 27,200 to 31,700 persons.
- c. ***Ancillary Development.***
  - i. **Potential Uses.** Stakeholders suggested a number of ancillary development options for the Stadium Site, including a band shell/fairgrounds complex, restaurants, non-resort hotel, mixed use "Main Street" development running from HART Station to Stadium, additional sports facilities, cultural-related museum or development incorporating the Pearl Harbor monuments, a job center, corporate offices, health care facilities, a transportation hub adjacent to the proposed

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<sup>137</sup> If the current Stadium will remain operational during the planning and construction of a new stadium, funds will need to be allocated for necessary health and safety improvements to the current Stadium while the current Stadium remains operational.

HART station, low income housing, a data center or other technology-related development.

- ii. Limited Developable Space. The main obstacle with respect to ancillary development is the amount of developable space available at the Stadium Site, which is limited due to the Federal Deed Restriction, the City Deed Restriction, the HART station and the parking shortfall discussed above.

First, the existence of both the Federal Deed Restriction and City Deed Restriction currently limits the types of development allowed on the Stadium Site and would likely preclude any of the suggested uses, except for a transportation hub, additional athletic facilities and possibly a bandshell/fairgrounds space. Thus, the State's ability to remove one or both of these deed restrictions will determine the types of development allowed on the Stadium Site.

Second, the need for adequate event parking and the construction of the Stadium Site HART station limit the amount of acreage available for development. In order to construct a 35,000 seat stadium, and assuming 3.5 persons per automobile, 10,000 parking spaces will be needed onsite or offsite to address the Stadium's parking needs. The standard industry assumption is each acre of land can fit 100 parking spaces.

Given the limited onsite acreage, alternative parking solutions would be needed to accommodate the Stadium's parking needs. Alternative parking solutions include (i) the construction of a parking garage structure at the Stadium HART station site or elsewhere on the Stadium Site, (ii) reconfiguring the existing parking stalls at the Stadium Site and (iii) seeking alternative offsite parking options. In the future, if the HART Project is successful and ridership numbers are robust, fewer parking spaces may be necessary and additional developable acreage may be available.

Additionally, creating a contiguous site by closing a portion of Salt Lake Blvd. would create a more desirable, developable site and potentially could be accomplished by using land owned by the State that is not currently being used to reroute traffic and improve traffic flow and capacity. Regardless of whether such portion of Salt Lake Blvd. is closed permanently, we recommend closing the road for all event days to improve pedestrian safety and streamline traffic flow.

- iii. Other Development Obstacles and Potential Solutions. In addition to the amount of developable space, there are several other obstacles related to ancillary development. Meetings with the Navy suggest that any development with sight lines to certain military infrastructure would need approval of the military. Thus, any multi-story parking garage or other structure on the Stadium likely would need to be at or below the height of the contemplated HART structure or be constructed at an angle that precludes sight lines to military infrastructure. Finally, any development that crosses over Salt Lake Blvd. may require moving existing electrical lines.

- d. **Recommendations.** Based on stakeholder on stakeholder feedback and our analysis of the legal and practical risks, challenges and opportunities associated with the ideas, concepts and needs identified by stakeholders, we make the following recommendations.

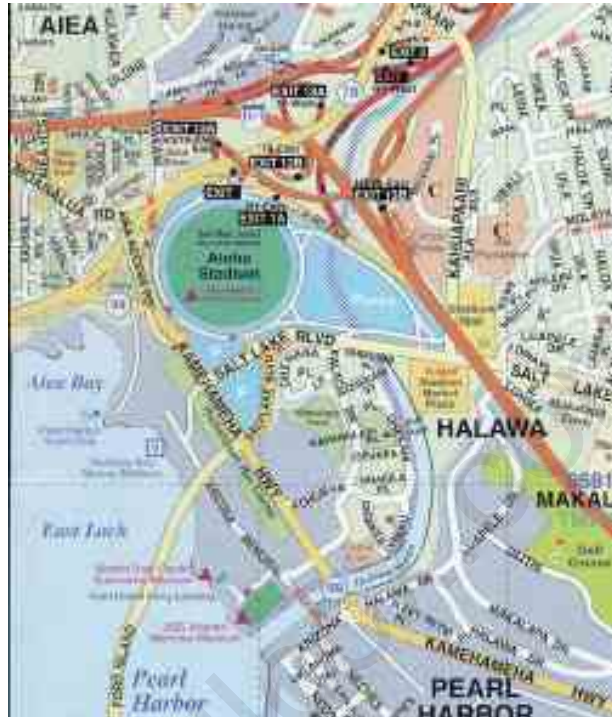
- i. Construct New Stadium. We recommend that the State seek opportunities to build a new 30,000- to 35,000-seat stadium on the lower portion of the Stadium Site, as a smaller facility will better align with the community's needs. A new stadium that size could likely be built for between \$132 million and \$192 million, depending on amenities and other ancillary costs. Thus, reprogramming prior State Capital Improvement Program allocations and funds anticipated to be allocated by the State for anticipated Stadium Capital Improvement Schedule repairs could cover all or a significant portion of the cost of a new stadium. Further, by building a new, smaller stadium, the State would likely save between \$2.5 million and \$3.2 million annually in operating expenses alone. The total estimated annual operating cost of a new stadium, including recommended capital improvement reserve payments, would be approximately \$4.7 million to \$6.0 million per year (significantly less than the \$6.9 million per year currently spent on operating expenses alone).
- ii. Continue to Pursue Removal of Deed Restrictions. We recommend that the State continue to pursue removal of both the Federal Deed Restriction and the City Deed Restriction to facilitate ancillary development on the Stadium Site.
- iii. Consider Parking Structure Options. We recommend that the State explore options relating to the construction of a parking structure on the current Kam Parking Lot adjacent to the proposed HART station to alleviate parking concerns, increase potential developable space and facilitate a transportation hub.
- iv. Commence RFI/RFP Process. We recommend that the State commence a Request For Information/Request for Proposal process to solicit information and gauge interest with respect to development of the Stadium Site.
- v. Create Special Committee for Development. We recommend that the Governor create a special committee to facilitate communications and coordinate the efforts of the various interested parties with respect to development surrounding the proposed HART station on the Stadium Site. We believe that such a committee will help ensure that the State's interests are protected.
- vi. Close Portion of Salt Lake Blvd. on Event Days. Regardless of whether the State decides to close the portion of Salt Lake Blvd. between the Kam Parking Lot and the Stadium on a permanent basis, we recommend that such portion of Salt Lake Blvd. be closed, at minimum, for all event days to improve pedestrian safety and streamline traffic flow.

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## Annex 1

### Stadium Location Maps

**Map A:\***



\*Not to scale.

Source: <<http://www.zaneclark.net/aloha-ariz.jpg>>. Last viewed November 20, 2013.

**Map B:**



Source: <[http://assets.bizjournals.com/pacific/print-edition/StadiumMAP\\*304.jpg?v=1](http://assets.bizjournals.com/pacific/print-edition/StadiumMAP*304.jpg?v=1)> Last viewed November 20, 2013.

## Annex 2

### Stadium Site Parcel Map



1. Tax Map Key 99003061:0000
2. Tax Map Key 99003071:0000
3. Tax Map Key 99003070:0000
4. Tax Map Key 99003055:0000

Source: City & County of Honolulu Department of Planning & Permitting Property Information. February 24, 2011.  
(Data Room Folder A.1.; FCS ID 206).

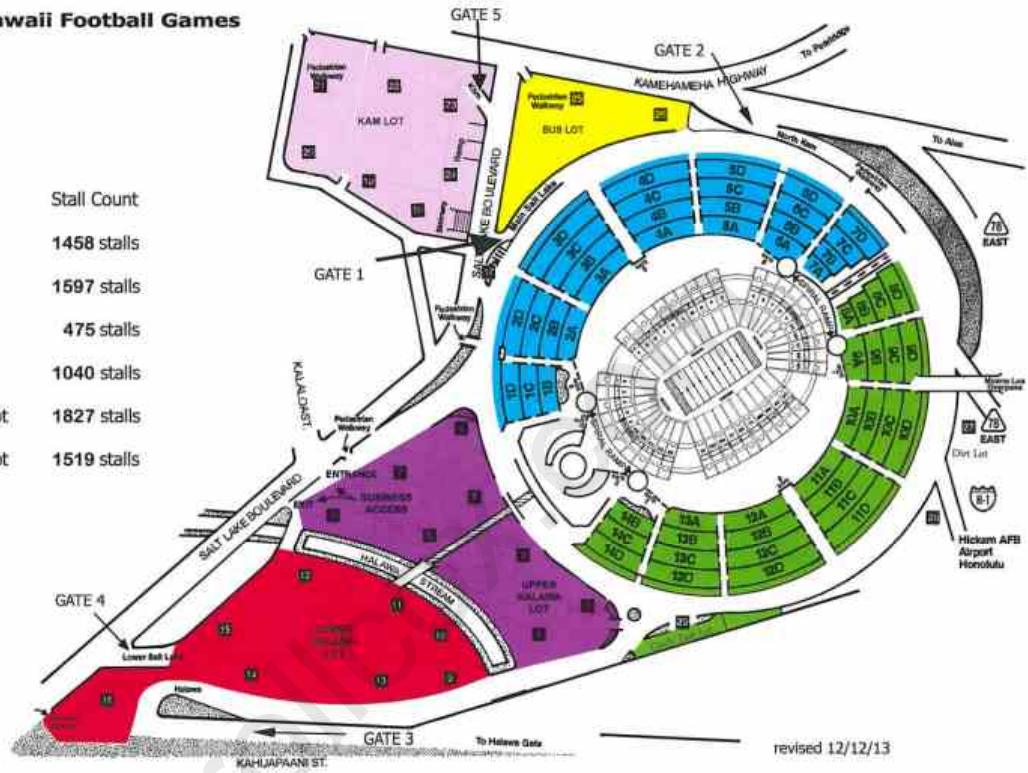


### Annex 3

### Stadium Parking Lot Map

#### University of Hawaii Football Games

Parking Areas	Stall Count
<span style="color: blue;">■</span> Sections 1-7	1458 stalls
<span style="color: green;">■</span> Sections 8-14	1597 stalls
<span style="color: yellow;">■</span> Bus Lot	475 stalls
<span style="color: pink;">■</span> Kam Lot	1040 stalls
<span style="color: purple;">■</span> Upper Halawa Lot	1827 stalls
<span style="color: red;">■</span> Lower Halawa Lot	1519 stalls



Source: Hand delivered by Scott Chan, Stadium Manager.

## Annex 4

### Summary of Stadium Authority Special Fund Revenues and Expenses

For the Fiscal Year Ended:	June 30, 2013	June 30, 2012	June 30, 2011	June 30, 2010	June 30, 2009
<b>Receipts</b>					
Swap Meet	\$4,519,229.15	\$4,479,701.68	\$4,548,742.96	\$4,749,271.07	\$5,053,160.66
Food and Beverage	893,174.85	1,050,979.90	1,141,007.70	1,218,243.24	1,426,973.49
Parking	743,069.58	812,172.99	673,710.39	556,947.79	664,632.67
National Football League	0.00	0.00	0.00	250,000.00	250,000.00
Advertising	182,573.00	160,684.00	234,415.11	174,750.01	191,057.50
Rent	97,298.00	94,850.00	85,658.60	59,553.17	63,242.50
Interest	13,534.85	26,000.06	126,123.77	103,079.35	167,585.51
Miscellaneous	221,649.41	188,303.70	222,469.46	179,692.55	206,466.87
Vacation	0.00	0.00	0.00	0.00	2,640.16
<b>Total</b>	<b>6,670,528.84</b>	<b>6,812,692.33</b>	<b>7,032,127.99</b>	<b>7,291,537.18</b>	<b>\$8,025,759.36</b>
<b>Expenditures</b>					
Personnel Services	(3,907,410.78)	(3,751,519.79)	(3,736,112.40)	(3,826,843.29)	(4,030,992.02)
Utilities	(1,216,548.01)	(1,239,836.09)	(1,159,406.28)	(1,188,117.69)	(1,113,174.24)
Services on a Fee Basis	(491,705.05)	(516,717.86)	(549,444.00)	(504,506.05)	(534,193.28)
Repairs and Maintenance	(483,585.68)	(363,316.67)	(180,217.04)	(682,376.11)	(458,124.26)
Central Services Assessment	(333,807.00)	(512,980.00)	(472,077.00)	(502,328.00)	(530,504.00)
Supplies	(209,311.96)	(269,215.01)	(263,292.79)	(326,689.76)	(231,219.50)
Miscellaneous	(78,162.54)	(106,252.01)	(101,263.96)	(121,981.02)	(90,531.05)
Machinery and Equipment	(71,665.82)	(137,258.92)	(99,368.19)	(80,147.47)	(1,203,217.76)
Insurance	(47,717.23)	(47,682.00)	(47,682.00)	(47,682.00)	(71,979.00)
Workers' Compensation	(25,333.12)	(18,018.45)	(96,099.66)	(38,578.70)	(46,210.97)
Unemployment	(23,183.21)	(25,886.66)	(25,401.01)	(28,115.76)	(20,176.34)
<b>Total</b>	<b>(6,888,430.40)</b>	<b>(6,988,683.46)</b>	<b>(6,730,364.33)</b>	<b>(7,347,365.85)</b>	<b>(8,330,322.42)</b>
Transfer to general fund	0.00	0.00	(2,500,000.00)	0.00	(1,500,000.00)
Transfer to stadium manager's discretionary fund	(1,733.84)	(1,633.66)	(1,608.69)	(1,387.02)	(2,498.99)
Transfer from Public Works:					
Fund design phase of field upgrade and replacement	0.00	0.00	0.00	(150,000.00)	0.00
Return unused cash from CIP projects	14,750.00	0.00	16,322.47	217,019.92	0.00
<b>Ending fund balance</b>	<b>\$5,153,655.02</b>	<b>\$5,358,540.42</b>	<b>\$5,536,165.21</b>	<b>\$7,719,687.77</b>	<b>\$7,709,883.54</b>

Source: State of Hawaii Department of Accounting and General Services, Annual Report of Stadium Authority Stadium Special Fund, Statement of Receipts, Expenditures and Transfers for the Fiscal Years ended June 30, 2013, June 30, 2012, June 30, 2011, June 30, 2010 and June 30, 2009. (Data room Folder F.1; FCS 311).

## Annex 5

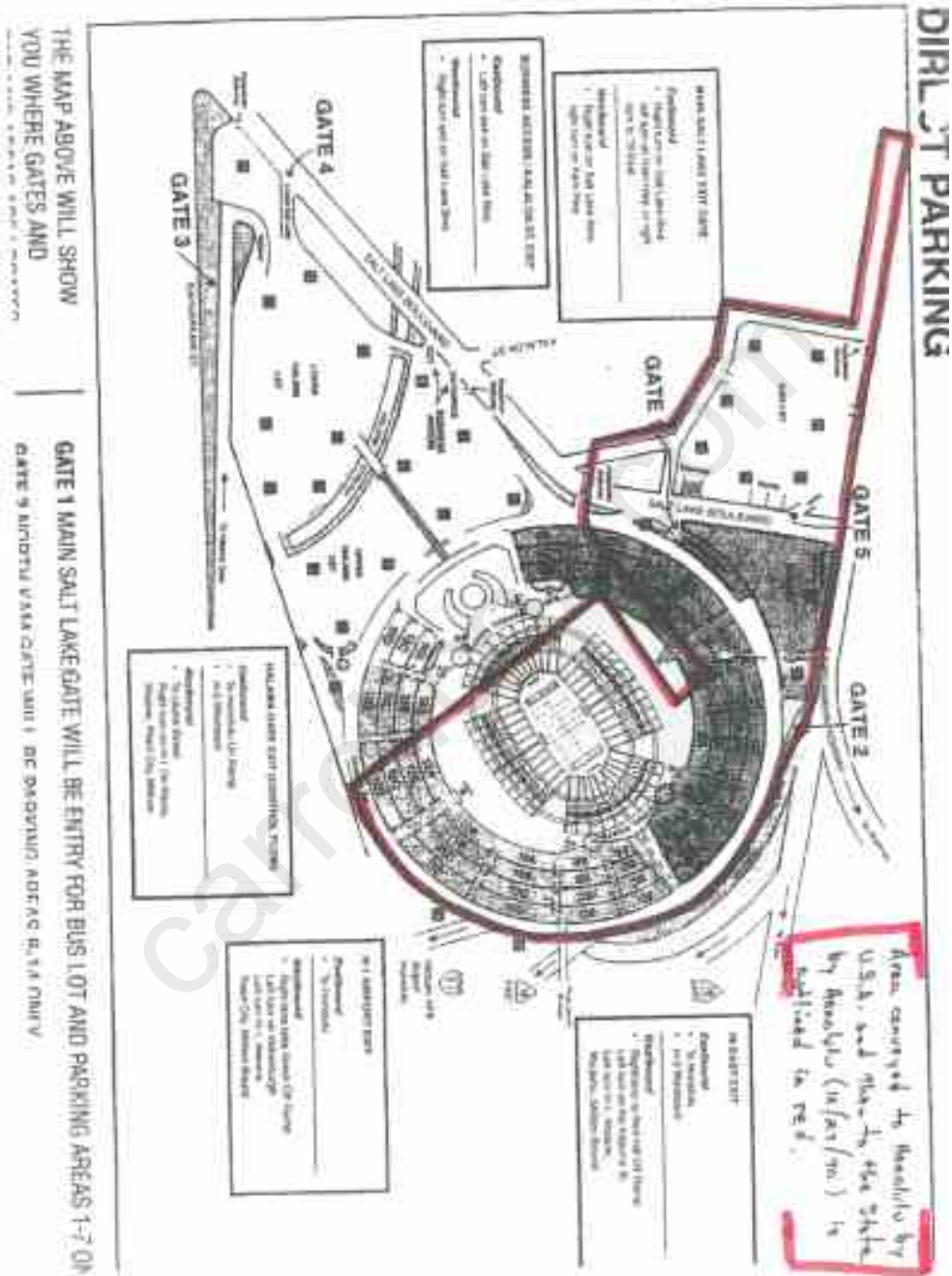
### Surrounding Property Map



Source: State of Hawaii Department of Accounting and General Services Final Environmental Assessment for Whole Stadium Improvement, Aloha Stadium, Honolulu, Hawai'i, dated August 27, 2008, at Figure 6.

Annex 6-a

Map of Federal Deed Restriction



Source: Deed Restriction Boundary Sketch, dated October 27, 1970. (Data Room Folder B.9; FCS ID 209).

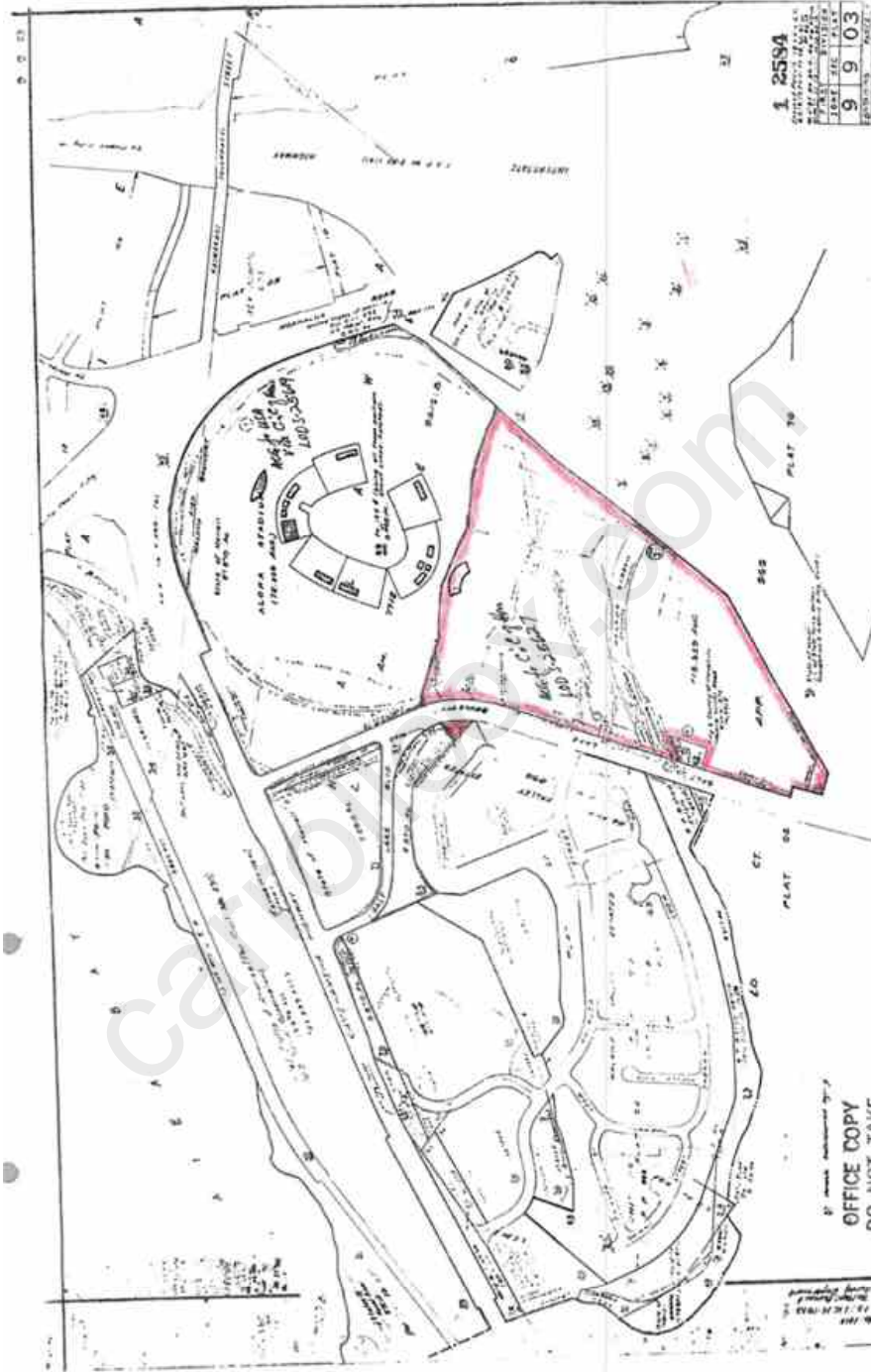
**Annex 6-b**

**Map of Land Previously Owned by Federal Government**



Source: Navy Facilities Engineering Command Hawaii. Email titled “FW: Aloha Stadium” from Craig Sato to G. Tyler Parramore, dated January 29, 2014.

Annex 7  
Map of City Deed Restriction



Source: Boundary Sketch, Non-Federal Deed Restricted City Property to State. (Data Room Folder C.2; FCS ID 357).

## Annex 8

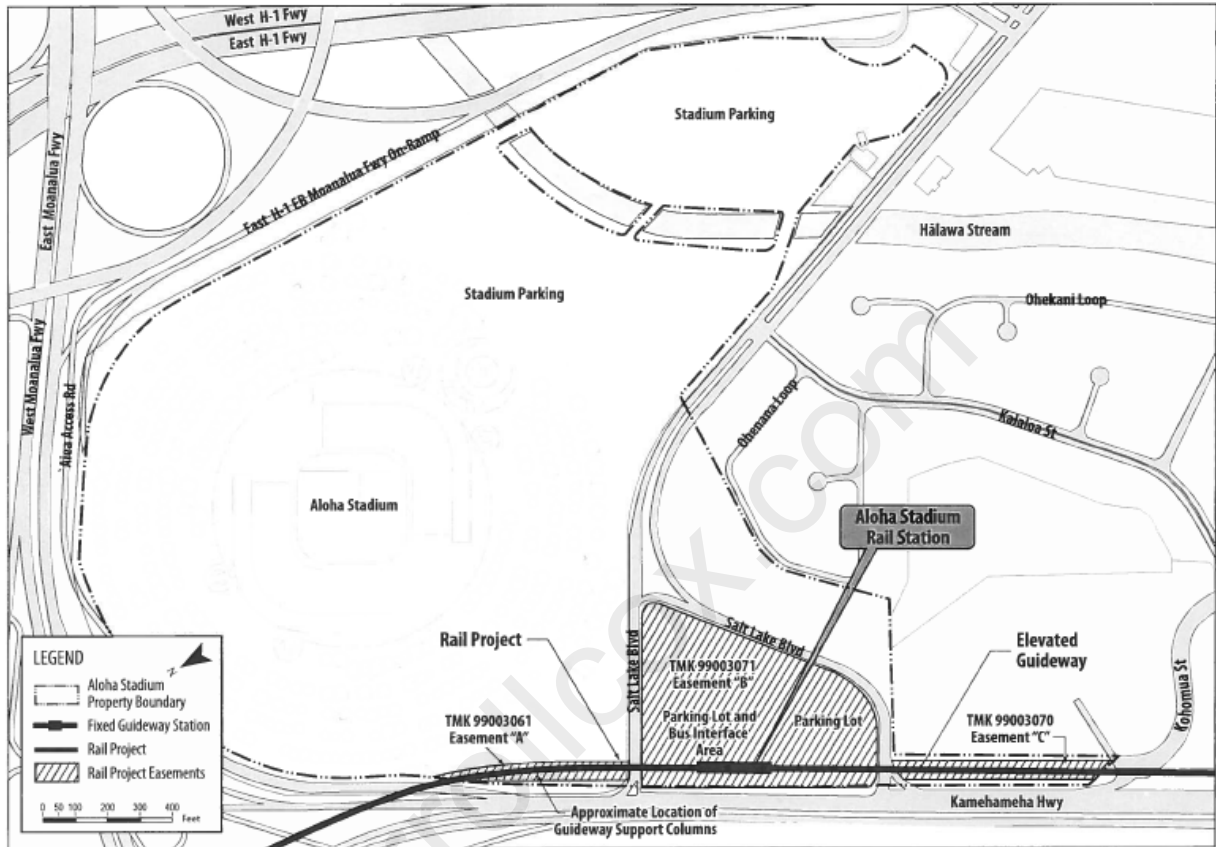
### HART Route Map



Source: <<http://honolulustransit.org/media/7043/201101-rail-route-map-and-travel-times.pdf>>. Last viewed November 20, 2013.

## Annex 9

### Proposed Stadium HART Station



Source: Exhibit A to the Memorandum of Understanding between the State of Hawaii and the Honolulu Authority for Rapid Transportation Regarding Conditions for Development and Operations of the Honolulu Rail Transit Project on Portions of the Aloha Stadium Property, dated July 10, 2013. (Data Room Folder B.4; FCS ID 32).



**Annex 10**

HART Letter of Consent

See attached.

carrollcox.com

NEIL ABERCROMBIE  
GOVERNOR



Dean H. Seki  
Comptroller  
Maria E. Ziefinski  
Deputy Comptroller

STATE OF HAWAII  
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES

P. O. BOX 119, HONOLULU, HAWAII 96810-0119

(P)1079.4

MAR 4 2014

Mr. Daniel A. Grabauskas  
Honolulu Authority for Rapid Transportation  
1099 Alakea Street, Suite 1700  
Honolulu, Hawaii 96813

Dear Mr. Grabauskas:

Subject: Letter of Consent  
Regarding Access and Use of State Property  
At Aloha Stadium for Honolulu Rail Transit Project  
Tax Map Key (TMK) Nos. (1) 9-9-003:055, 061, 069, 070, and 071

This is in response to your February 28, 2014 request for access to and use of a portion of Aloha Stadium property for the Honolulu Rail Transit Project (H RTP). Despite our reservations with the actions taken thus far to address considerations for compensation, in the interest of the public benefit, we are willing to accommodate your short term needs as we continue discussions on the various concerns we have regarding your project's impact on our facility and compensation for use of State land, including the concerns that are indicated in our February 19, 2014 letter.

Pursuant to the authority granted to me by the Governor, by Executive Order No. 3427 for the subject parcels, and per the conditions of the Department of Land and Natural Resources' (DLNR's) right-of-entry letter (ROE) dated October 2, 2013 (13OD-137), I am granting the Honolulu Authority for Rapid Transportation (HART) and their respective agents, contractors, consultants and/or persons acting for or on their behalf, consent to limited access and use of the portion of Aloha Stadium property as identified on the attached map labeled as Exhibit A: Proposed Rail Project Easement "B" may be utilized for staging and storage of equipment and materials related to the construction of the H RTP in areas outside of the Aloha Stadium property; and the areas under and adjacent to the proposed Rail Project Easements "A," "B," and "C" may be utilized for soil remediation purposes of the stadium site, subject to the following conditions:

1. This consent shall be effective upon concurrence from Aloha Stadium and from the acceptance date of this letter by HART through the completion of the lay-down phase of work and the soil remediation work, or July 31, 2014, whichever is sooner, or as may be extended by mutual agreement of the parties hereto, for the specific, limited purposes indicated above.
2. All terms and conditions of DLNR's ROE shall be applicable as part of this consent.
3. This consent may be revoked at any time by DAGS' or Aloha Stadium's written notification to HART at least fourteen (14) calendar days prior to the effective date of the revocation. [www.carrollco.com](http://www.carrollco.com) 808-782-6627 shall immediately remove or cause the

Mr. Daniel A. Grabauskas  
(P)1079.4  
Page 2

removal of any equipment, materials or other personal property from the subject lands and restore the lands to a condition acceptable to DAGS and Aloha Stadium. In the event HART shall fail to remove such items or restore the land, then DAGS or Aloha Stadium may undertake the removal and restoration at HART's sole expense, and charge any transportation and storage costs to HART.

4. The Department of Accounting and General Services and Aloha Stadium each reserve the right to impose additional terms and conditions as may be necessary to protect the best interests of the State, the Aloha Stadium, and/or the Public at any time they deem necessary while this consent is in force.
5. This consent shall not be construed to allow HART access and use of Aloha Stadium for any purposes and/or defined property other than indicated above. All other purposes, including but not limited to non-remediation excavation, movement of dirt, construction, placement of structures (even temporary), etc., would be a violation of the terms of this Letter of Consent without the express prior written approval of the Comptroller of DAGS and the Executive Director of the Stadium Authority..
6. This Letter of Consent may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together, shall constitute one and the same agreement.

If you acknowledge and accept the above terms and conditions, please return a signed copy of this letter to me.

Upon acceptance, you may coordinate access to our property through Mr. Scott Chan, Stadium Manager, who may be contacted at (808) 483-2750.

If you have any questions, please call me at 586-0400, or your staff may call Mr. James Kurata of the Public Works Division at 586-0526.

Sincerely,




DEAN H. SEKI  
Comptroller

c: The Honorable William J. Aila, Jr., BLNR Chairperson  
Mr. Russell Tsuji, DLNR-Land

Mr. Daniel A. Grabauskas  
(P)1079.4  
Page 3

CONCUR:

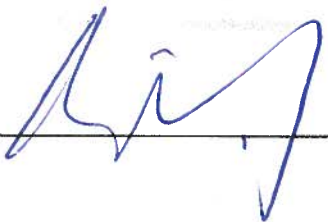
ALOHA STADIUM

By:   
Its: EXECUTIVE DIRECTOR


Date: 3/3/14

ACKNOWLEDGE AND ACCEPT:

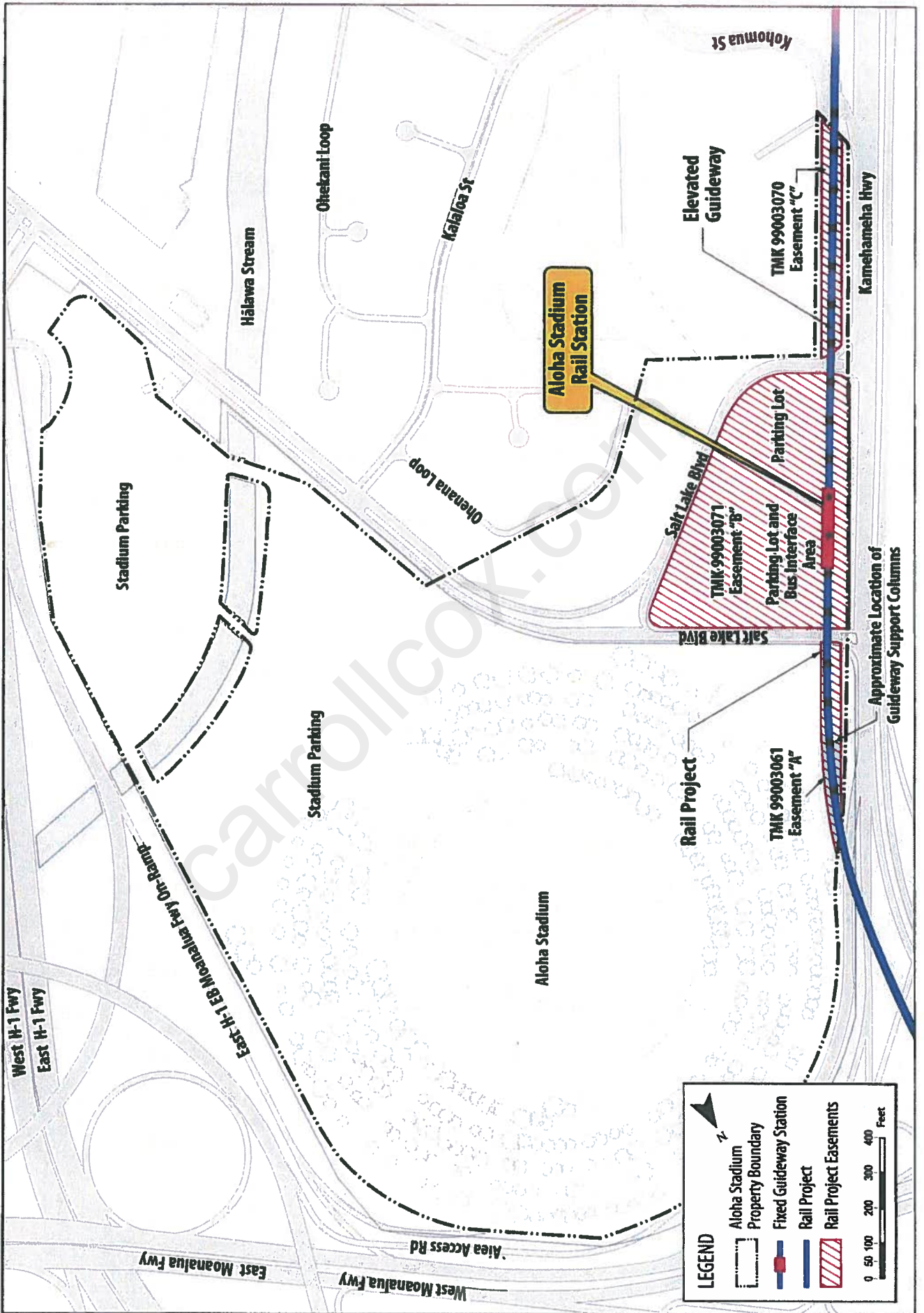
HONOLULU AUTHORITY FOR RAPID TRANSPORTATION

By:   
Its:

Date: 3/4/14

APPROVED AS TO FORM  
AND LEGALITY  
  
Deputy Corporation Counsel

# Exhibit A: Easement Areas



**Annex 11**

**Schedule of Actual Revenues from Attractions**

See attached.

Source: Stadium Authority Stadium Special Fund, Schedule of Actual Revenues from Attractions for the Fiscal Years ended June 30, 2013, June 30, 2012, June 30, 2011, June 30, 2010, June 30, 2009, June 30, 2008 and June 30, 2007. (Data Room Folder E.3; FCS 301)

carrollcox.com

STADIUM AUTHORITY  
STADIUM SPECIAL FUND  
Schedule of Actual Revenues from Attractions  
For the Fiscal Year Ended June 30, 2013

	No. of Events	Attendance		Food and Beverage			Parking		Rent		Swap Meet		Total Stadium Revenues
		Average Per Date	Total	Per Capita Sales	Gross Sales	Stadium Revenues	Average Per Date	Stadium Revenues	Average Per Date	Stadium Revenues	Average Per Date	Stadium Revenues	
<b>SPORTS EVENTS:</b>													
<b>Football:</b>													
Barefoot League	1	905	905	\$ 2.23	\$ 2,019	\$ 605	\$ -	\$ -	\$ 750	\$ 750	\$ -	\$ -	\$ 1,355
Dept of Education - Intermediate Sch	1	489	489	1.93	944	306	-	-	-	-	-	-	306
Ewa Beach Hammerheads - Elite	1	2,385	2,385	3.10	7,390	2,261	714	714	750	750	-	-	3,725
Father Bray Classic	1	4,206	4,206	5.64	23,727	5,552	3,429	3,429	-	-	-	-	8,981
Football University	2	265	530	3.15	1,671	207	-	-	750	1,500	-	-	1,707
Hawaii Professional Football League	4	1,811	7,244	2.87	20,794	6,376	675	2,701	2,000	8,000	-	-	17,077
Hawaii Sports Academy - youth flag	1	1,892	1,892	2.52	4,774	1,510	-	-	750	750	-	-	2,260
Hawaii State Jr Prep Sports Association	5	1,464	7,318	3.60	26,365	8,036	205	1,026	750	3,750	-	-	12,812
HHSAA	3	9,473	28,418	5.14	146,081	36,311	8,464	25,392	-	-	-	-	61,703
I9 Jamboree Goodwill	2	4,260	8,519	1.42	12,119	3,651	-	-	750	1,500	-	-	5,151
ILH	9	5,401	48,605	3.80	184,927	50,185	4,499	40,490	-	-	-	-	90,675
Island Youth Football League	1	2,277	2,277	2.02	4,597	1,337	-	-	750	750	-	-	2,087
OIA	3	8,705	26,116	5.49	143,501	37,371	7,518	22,555	-	-	-	-	59,926
Pacific Big Boyz Football	2	1,466	2,931	3.14	9,207	2,657	-	-	750	1,500	-	-	4,157
Play Sports Hawaii	3	3,962	11,885	1.40	16,582	4,693	960	2,880	750	2,250	-	-	9,823
Pop Warner	5	3,415	17,076	2.97	50,799	15,740	665	3,323	750	3,750	-	-	22,813
Preseason	1	3,902	3,902	4.36	17,015	4,916	3,808	3,808	-	-	-	-	8,724
Pro Bowl	1	53,612	53,612	-	-	-	74,279	74,279	-	-	-	-	74,279
Saint Louis Football	2	4,118	8,236	4.60	37,900	10,868	2,948	5,896	-	-	-	-	16,764
Sheraton Hawaii Bowl	1	16,342	16,342	10.26	167,691	40,955	25,428	25,428	-	-	-	-	66,383
UH	6	25,274	151,643	9.80	1,485,854	379,694	41,667	250,002	2,667	16,000 [a]	-	-	645,696
Xtreme Flag Football	2	1,524	3,048	2.11	6,443	1,790	-	-	750	1,500	-	-	3,290
<b>Total Football</b>	<b>57</b>	<b>7,151</b>	<b>407,579</b>	<b>5.82</b>	<b>2,370,400</b>	<b>615,021</b>	<b>8,104</b>	<b>461,923</b>	<b>750</b>	<b>42,750</b>	<b>-</b>	<b>-</b>	<b>1,119,694</b>
<b>Rugby:</b>													
Samoa Independence Day	1	2,991	2,991	6.19	18,519	4,903	-	-	2,246	2,246	-	-	7,149
<b>Total Rugby</b>	<b>1</b>	<b>2,991</b>	<b>2,991</b>	<b>6.19</b>	<b>18,519</b>	<b>4,903</b>	<b>-</b>	<b>-</b>	<b>2,246</b>	<b>2,246</b>	<b>-</b>	<b>-</b>	<b>7,149</b>
<b>Total Sports Events</b>	<b>58</b>	<b>7,079</b>	<b>410,570</b>	<b>5.82</b>	<b>2,388,919</b>	<b>619,924</b>	<b>7,964</b>	<b>461,923</b>	<b>776</b>	<b>44,996</b>	<b>-</b>	<b>-</b>	<b>1,126,843</b>

STADIUM AUTHORITY  
STADIUM SPECIAL FUND  
Schedule of Actual Revenues from Attractions  
For the Fiscal Year Ended June 30, 2013

	No. of Events	Attendance		Food and Beverage			Parking		Rent		Swap Meet		Total Stadium Revenues
		Average Per Date	Total	Per Capita Sales	Gross Sales	Stadium Revenues	Average Per Date	Stadium Revenues	Average Per Date	Stadium Revenues	Average Per Date	Stadium Revenues	
<b>OTHER EVENTS &amp; SHOWS:</b>													
Aloha Stadium Swap Meet Band Festivals	154	6,347	977,386	0.88	863,051	233,585	-	-	-	-	29,502	4,543,237	4,776,822
Oahu Band Festivals	1	3,218	3,218	3.58	11,530	3,328	2,479	2,479	-	-	-	-	5,807
Rainbow Band Festivals	1	7,070	7,070	3.75	26,545	7,284	5,601	5,601	750	750	-	-	13,635
Fair													
50th State Fair	20	-	-	-	-	-	10,056	201,127	3,400	68,000	-	-	269,127
Graduations													
Aiea High School	1	4,968	4,968	-	4,391	1,046	2,253	2,253	-	-	-	-	3,299
Campbell High School	1	10,602	10,602	-	8,470	2,132	14,019	14,019	-	-	-	-	16,151
Mililani High School	1	9,239	9,239	-	13,014	2,856	13,504	13,504	-	-	-	-	16,360
Pearl City High School	1	6,001	6,001	-	5,694	1,307	9,523	9,523	-	-	-	-	10,830
Radford High School	1	4,290	4,290	-	3,360	883	5,120	5,120	-	-	-	-	6,003
Parties													
Brelen Odagiri Graduation	1	no data	no data	-	451	43	-	-	750	750	-	-	793
Darrah Teixeira Graduation	1	no data	no data	-	-	-	-	-	750	750	-	-	750
Dawn Cargo 1st Birthday	1	no data	no data	-	-	-	-	-	750	750	-	-	750
Faamita & Heather Lili'i Graduation	1	no data	no data	-	-	-	-	-	750	750	-	-	750
Faleu Lili'i Graduation	1	no data	no data	-	-	-	-	-	750	750	-	-	750
Faulua Tunoa Graduation	1	no data	no data	-	-	-	-	-	750	750	-	-	750
Jo Fraticelli Graduation	1	no data	no data	-	-	-	-	-	750	750	-	-	750
Larry Oda 1st Birthday	1	no data	no data	-	-	-	-	-	750	750	-	-	750
Patricia Kia 50th Birthday	1	no data	no data	-	619	59	-	-	750	750	-	-	809
Reiko Titong Wedding	1	no data	no data	-	-	-	-	-	750	750	-	-	750
Rex Kolone Graduation	1	no data	no data	-	-	-	-	-	750	750	-	-	750
Sue Petersen Graduation	1	no data	no data	-	550	53	-	-	750	750	-	-	803
Tanya Taboada Graduation	1	no data	no data	-	-	-	-	-	750	750	-	-	750
Tasha Pula 1st Birthday	1	no data	no data	-	-	-	-	-	375	375	[b]	-	375
Parking													
American Cancer Society	1	no data	no data	-	-	-	6,300	6,300	-	-	-	-	6,300
Eye Productions	3	no data	no data	-	-	-	-	-	750	2,250	-	-	2,250
JBPHH Morale Welfare & Recreation	1	no data	no data	-	-	-	5,090	5,090	-	-	-	-	5,090
Nautilus Production US, LLC	2	no data	no data	-	-	-	-	-	750	1,500	-	-	1,500
Pacific Historic Parks	1	no data	no data	-	-	-	-	-	750	750	-	-	750

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STADIUM AUTHORITY  
STADIUM SPECIAL FUND  
Schedule of Actual Revenues from Attractions  
For the Fiscal Year Ended June 30, 2013

	No. of Events	Attendance		Food and Beverage			Parking		Rent		Swap Meet		Total Stadium Revenues
		Average Per Date	Total	Per Capita Sales	Gross Sales	Stadium Revenues	Average Per Date	Stadium Revenues	Average Per Date	Stadium Revenues	Average Per Date	Stadium Revenues	
<b>Film Shoot</b>													
10th Letter Media, LLC	1	no data	no data	-	-	-	-	-	400	400	-	-	400
Eye Productions	2	no data	no data	-	471	45	-	-	600	1,200	-	-	1,245
Redhead Productions	1	no data	no data	-	-	-	-	-	1,000	1,000	-	-	1,000
<b>Miscellaneous</b>													
Advanced Driver Training	1	no data	no data	-	-	-	-	-	750	750	-	-	750
All American Games-FTBL mini-camp	2	304	607	0.58	350	114	-	-	750	1,500	-	-	1,614
Bassment Hawaii- Electronic Dance	1	no data	no data	-	1,538	498	875	875	750	750	-	-	2,123
Center for Transportation Safety	2	no data	no data	-	-	-	-	-	750	1,500	-	-	1,500
Centerplate	-	no data	no data	-	-	3,234	-	-	-	-	-	-	3,234
Collective Groove - Masquerade ball	1	no data	no data	-	1,515	493	560	560	750	750	-	-	1,803
Democratic Party of Hawaii	1	no data	no data	-	-	-	-	-	750	750	-	-	750
Fresh Catch	1	no data	no data	-	3,001	632	-	-	750	750	-	-	1,382
GEKD, Inc - Silky Love Dance	1	709	709	3.85	2,730	889	1,205	1,205	750	750	-	-	2,844
Great Aloha Run	1	21,206	21,206	0.57	12,151	1,321	-	-	2,000	2,000	-	-	3,321
Hawaii Convoy of Hope	1	no data	no data	-	-	-	-	-	750	750	-	-	750
Hawaii Sugar Mama - Haunted House	3	no data	no data	-	1,347	439	-	-	750	2,250	-	-	2,689
Hawaiian Airlines Employee Ohana Day	1	no data	no data	-	11,866	1,133	4,335	4,335	2,000	2,000	-	-	7,468
Junkshop Pros	1	no data	no data	-	3,061	867	1,820	1,820	750	750	-	-	3,437
MADD	1	no data	no data	-	-	-	-	-	750	750	-	-	750
Monsanto Driver Safety Training	5	no data	no data	-	1,385	132	-	-	750	3,750	-	-	3,882
National Multiple Sclerosis	1	no data	no data	-	-	-	-	-	750	750	-	-	750
Oahu County Committee Democratic Party	1	no data	no data	-	-	-	-	-	750	750	-	-	750
Portable Automated Teller Comm	-	no data	no data	-	28,053	4,019	-	-	-	-	-	-	4,019
Prayer Center of the Pacific	1	1,228	1,228	1.28	1,572	435	1,605	1,605	2,000	2,000	-	-	4,040
Pure Coalition - DJ & Dance	1	3,255	3,255	11.09	36,107	11,491	5,736	5,736	13,348	13,348	-	-	30,575
SCCA	16	no data	no data	-	-	-	-	-	750	12,000	-	-	12,000
Volume Services - Roger Reeves	1	no data	no data	-	-	-	-	-	750	750	-	-	750
Warriors for Warriors	1	no data	no data	-	40	3	-	-	750	750	-	-	753
Y.Hata & Co	1	no data	no data	-	-	-	-	-	750	750	-	-	750
<b>Total Other Events &amp; Shows</b>	<b>253</b>	<b>4,149</b>	<b>1,049,779</b>	<b>0.99</b>	<b>1,042,862</b>	<b>278,321</b>	<b>1,111</b>	<b>281,152</b>	<b>541</b>	<b>136,823</b>	<b>29,502</b>	<b>4,543,237</b>	<b>5,239,533</b>
<b>TOTAL</b>	<b>311</b>	<b>4,696</b>	<b>1,460,349</b>	<b>\$ 2.35</b>	<b>\$ 3,431,781</b>	<b>\$ 898,245</b>	<b>\$ 2,389</b>	<b>\$ 743,075</b>	<b>\$ 585</b>	<b>\$ 181,819</b>	<b>\$ 29,502</b>	<b>\$ 4,543,237</b>	<b>\$ 6,366,376</b>

NOTE:

[a] Rental of skybox during UH Football

[b] Tasha Pula 1st Birthday received a \$375 rental fee credit adjustment, approved by Stadium Authority Board, due to a dispute in services rendered for her event held on 06/01/13 in the hospitality room.

STADIUM AUTHORITY  
STADIUM SPECIAL FUND  
Schedule of Actual Revenues from Attractions  
For the Fiscal Year Ended June 30, 2012

Chan  
Manin  
Uchida

Schedule 1  
07/27/12

FY '12

	No. of Events	Attendance		Food and Beverage			Parking		Rent		Swap Meet		Total Stadium Revenues
		Average Per Date	Total	Per Capita Sales	Gross Sales	Stadium Revenues	Average Per Date	Stadium Revenues	Average Per Date	Stadium Revenues	Average Per Date	Stadium Revenues	
<b>SPORTS EVENTS:</b>													
Football:													
UH	7	27,911	195,380	\$ 10.32	\$ 2,016,500	\$ 511,112	\$ 40,882	\$ 286,175	\$ 1,929	\$ 13,500	\$ -	\$ -	\$ 810,787
OIA	2	11,838	23,675	5.51	130,348	33,679	10,533	21,066	-	-	-	-	54,745
ILH	9	6,434	57,910	4.03	233,223	60,392	5,896	53,063	-	-	-	-	113,455
HHSAA	2	14,374	28,747	4.95	142,189	35,405	13,499	26,998	-	-	-	-	62,403
Pop Warner	5	3,816	19,081	3.42	65,222	15,429	957	4,786	750	3,750	-	-	23,965
I9 Jamboree Goodwill	2	4,893	9,786	1.52	14,910	3,887	-	-	750	1,500	-	-	5,387
Preseason	1	5,391	5,391	4.55	24,534	6,182	4,780	4,780	-	-	-	-	10,962
Father Bray Classic	1	4,178	4,178	6.76	28,254	5,711	3,608	3,608	-	-	-	-	9,319
Hawaii Football School	1	1,531	1,531	2.22	3,397	800	-	-	750	750	-	-	1,550
Play Sports Hawaii	3	3,021	9,062	1.66	15,004	3,563	348	1,044	750	2,250	-	-	6,857
Island Youth Football League	1	3,561	3,561	1.89	6,736	1,562	-	-	750	750	-	-	2,312
Hawaii Profession Football Leagu	10	1,377	13,772	5.10	70,300	17,766	1,159	11,586	1,875	18,750	-	-	48,102
Hawaii State Junior Prep Sports Ass'n	5	963	4,817	3.66	17,610	4,560	435	2,175	750	3,750	-	-	10,485
Pacific Big Boyz Football Conference	1	953	953	-	-	-	-	-	750	750	-	-	750
Hammerhead Football	1	1,482	1,482	3.85	5,702	1,383	525	525	750	750	-	-	2,658
808 Ohana Flag Football	1	458	458	2.03	928	259	-	-	750	750	-	-	1,009
Sheraton Hawaii Bowl	1	16,790	16,790	10.55	177,061	42,308	23,503	23,503	-	-	-	-	65,811
Pro Bowl	1	53,962	53,962	-	-	-	74,432	74,432	-	-	-	-	74,432
<b>Total Football</b>	<b>54</b>	<b>8,343</b>	<b>450,536</b>	<b>6.55</b>	<b>2,951,918</b>	<b>743,998</b>	<b>9,514</b>	<b>513,741</b>	<b>875</b>	<b>47,250</b>	<b>-</b>	<b>-</b>	<b>1,304,989</b>
Soccer:													
Hawaiian Islands Invitational	2	6,098	12,195	8.38	102,230	26,652	9,568	19,135	-	-	-	-	45,787
<b>Total Soccer</b>	<b>2</b>	<b>6,098</b>	<b>12,195</b>	<b>8.38</b>	<b>102,230</b>	<b>26,652</b>	<b>9,568</b>	<b>19,135</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>45,787</b>
<b>Total Sports Events</b>	<b>56</b>	<b>8,263</b>	<b>462,731</b>	<b>6.60</b>	<b>3,054,148</b>	<b>770,650</b>	<b>9,516</b>	<b>532,876</b>	<b>844</b>	<b>47,250</b>	<b>-</b>	<b>-</b>	<b>1,350,776</b>
<b>OTHER EVENTS &amp; SHOWS:</b>													
Aloha Stadium Swap Meet	151	6,610	998,163	0.88	881,897	210,771	-	-	-	-	29,686	4,482,515	4,693,286
Band Festivals													
Oahu Band Festivals	1	3,455	3,455	4.33	14,963	3,366	2,388	2,388	-	-	-	-	5,754
Rainbow Band Festivals	1	6,765	6,765	4.48	30,326	7,113	5,625	5,625	750	750	-	-	13,488
Fair													
50th State Fair	17	no data	no data	-	-	-	11,651	198,075	3,400	57,800	-	-	255,875
Graduations													
Mililani High School	1	9,669	9,669	-	11,776	2,580	14,703	14,703	-	-	-	-	17,283
Radford High School	1	4,748	4,748	-	5,547	1,309	5,086	5,086	-	-	-	-	6,395
Pearl City High School	1	7,643	7,643	-	8,334	1,946	11,205	11,205	-	-	-	-	13,151
Campbell High School	1	11,696	11,696	-	11,101	2,748	14,175	14,175	-	-	-	-	16,923
Aiea High School	1	5,985	5,985	-	5,167	1,254	3,216	3,216	-	-	-	-	4,470
Miscellaneous													
Centerplate	-	no data	no data	-	-	40,282	-	-	-	-	-	-	40,282
Portable Automated Teller Comm	-	no data	no data	-	26,542	3,803	-	-	-	-	-	-	3,803
Ferreira Graduation Party	1	no data	no data	-	-	-	-	-	750	750	-	-	750
Convoy of Hope Hawaii	1	no data	no data	-	-	-	-	-	2,250	2,250	-	-	2,250

STADIUM AUTHORITY  
STADIUM SPECIAL FUND  
Schedule of Actual Revenues from Attractions  
For the Fiscal Year Ended June 30, 2012

Schedule 1  
07/27/12

	No. of Events	Attendance		Food and Beverage			Parking		Rent		Swap Meet		Total Stadium Revenues
		Average Per Date	Total	Per Capita Sales	Gross Sales	Stadium Revenues	Average Per Date	Stadium Revenues	Average Per Date	Stadium Revenues	Average Per Date	Stadium Revenues	
Laboy Graduation Party	1	no data	no data	-	-	-	-	-	500	500	-	-	500
Tavui Graduation Party	1	no data	no data	-	-	-	-	-	750	750	-	-	750
Porsche Cars Autocross	2	no data	no data	-	2,942	281	-	-	750	1,500	-	-	1,781
SCCA	15	no data	no data	-	-	-	-	-	750	11,250	-	-	11,250
Applied Surfacing Technology	1	no data	no data	-	1,079	103	-	-	-	-	-	-	103
Monsanto Driving Safety Training	5	no data	no data	-	1,595	152	-	-	750	3,750	-	-	3,902
Prayer Center of the Pacific	2	1,373	2,745	0.66	1,802	549	1,648	3,295	2,000	4,000	-	-	7,844
Tunnel to the Tower Run	1	no data	no data	-	-	-	1,420	1,420	-	-	-	-	1,420
Mother's Against Drunk Drivers fil	1	no data	no data	-	-	-	-	-	200	200	-	-	200
Hottest Hawaiian Night Concert	1	969	969	10.50	10,176	1,938	1,570	1,570	2,000	2,000	-	-	5,508
Bobby Colburn Fundraiser	1	no data	no data	-	-	-	-	-	750	750	-	-	750
RealTime R&L, Inc	2	no data	no data	-	679	65	-	-	1,125	2,250	-	-	2,315
Haunted House	3	no data	no data	-	2,491	260	-	-	250	750	-	-	1,010
American Cancer Society	1	no data	no data	-	-	-	6,190	6,190	-	-	-	-	6,190
Eye Production	2	no data	no data	-	-	-	-	-	750	1,500	-	-	1,500
Aquahunters	1	no data	no data	-	-	-	-	-	750	750	-	-	750
Chance Customs Car Show	1	no data	no data	-	-	-	260	260	750	750	-	-	1,010
Bud Light Fan Camp	1	no data	no data	-	4,723	451	-	-	750	750	-	-	1,201
Barefoot League	1	797	797	2.05	1,630	469	-	-	750	750	-	-	1,219
GEKD, Inc. Valentine's Dance	1	no data	no data	-	3,431	1,117	-	-	750	750	-	-	1,867
Great Aloha Run	1	27,992	27,992	0.21	5,868	685	-	-	2,000	2,000	-	-	2,685
Ginger Cabais 1st Birthday	1	no data	no data	-	-	-	-	-	750	750	-	-	750
Advanced Driver Training	1	no data	no data	-	-	-	-	-	750	750	-	-	750
Mara Baker 16th Birthday	1	no data	no data	-	-	-	-	-	750	750	-	-	750
Hawaii Pacific Entertainment (Ziggy <sup>MARLEY</sup> <del>CONCERT</del> )	1	2,141	2,141	13.54	28,998	7,800	7,114	7,114	2,500	2,500	-	-	17,414
TJ Maxx Career Recruitment Fair	3	no data	no data	-	-	-	-	-	750	2,250	-	-	2,250
MWR (MORALE WELFARE & RECREATION)	1	no data	no data	-	-	-	4,890	4,890	-	-	-	-	4,890
Lorenza Solis Wedding Reception	1	no data	no data	-	-	-	-	-	750	750	-	-	750
American Bully of Hawaii	1	600	600	1.53	918	299	-	-	750	750	-	-	1,049
National Multiple Sclerosis	1	no data	no data	-	-	-	-	-	750	750	-	-	750
Dina Chong & Clinton Ogata Film Shoot	1	no data	no data	-	-	-	-	-	400	400	-	-	400
Oahu County Committee Democratic	1	no data	no data	-	-	-	-	-	750	750	-	-	750
Lester & Maselina Martinez Grad Pa	1	no data	no data	-	-	-	-	-	750	750	-	-	750
Kanolani Tautua Grad Party	1	no data	no data	-	-	-	-	-	750	750	-	-	750
Y.Hata & Co, LTD Truck Rodeo	1	no data	no data	-	-	-	-	-	750	750	-	-	750
Wayne Yokoyama Grad Party	1	no data	no data	-	759	73	-	-	750	750	-	-	823
George Hauk Wedding	1	no data	no data	-	-	-	-	-	750	750	-	-	750
Becky Spray Grad Party	1	no data	no data	-	-	-	-	-	750	750	-	-	750
Tammie Harada Grad Party	1	no data	no data	-	-	-	-	-	750	750	-	-	750
Vicki Cooper Grad Party	1	no data	no data	-	-	-	-	-	750	750	-	-	750
Tess Calma Grad Party	1	no data	no data	-	-	-	-	-	750	750	-	-	750
Total Other Events & Shows	244	4,440	1,083,368	0.98	1,062,744	289,414	1,144	279,212	466	113,650	29,686	4,482,515	5,164,791
TOTAL	300	5,154	1,546,099	\$ 2.66	\$ 4,116,892	\$ 1,060,064	\$ 2,707	\$ 812,088	\$ 536	\$ 140,900	\$ 29,686	\$ 4,482,515	\$ 6,515,567

STADIUM AUTHORITY  
STADIUM SPECIAL FUND  
Schedule of Actual Revenues from Attractions  
For the Year Ended June 30, 2011

Schedule 1  
08/09/11

	No. of Events	Attendance		Centerplate Commissions			Parking		Rent		Swap Meet		Total Stadium Revenues
		Average Per Date	Total	Per Capita Sales	Gross Sales	Stadium Revenues	Average Per Date	Stadium Revenues	Average Per Date	Stadium Revenues	Average Per Date	Stadium Revenues	
OTHER EVENTS & SHOWS:													
Aloha Stadium Swap Meet Band Festivals	151	6,470	976,958	1.03	1,007,917	215,519	-	-	-	-	29,929	4,519,285	4,734,804
Oahu Band Festivals	1	3,531	3,531	4.28	15,102	3,431	2,531	2,531	-	-	-	-	5,962
Rainbow Band Festivals	1	6,695	6,695	4.17	27,928	6,988	5,852	5,852	500	500	-	-	13,340
Fair													
50th State Fair	17	no data	no data	-	-	-	8,862	150,647	3,400	57,800	-	-	208,447
Miscellaneous													
Centerplate	-	no data	no data	-	200	19	-	-	-	-	-	-	19
Portable Automated Teller Comm	-	no data	no data	-	21,573	3,091	-	-	-	-	-	-	3,091
Battleship Delta Productions	30	no data	no data	-	-	-	-	-	500	15,000	-	-	15,000
Prayer Center of the Pacific	2	1,776	3,552	0.49	1,732	605	1,968	3,935	2,000	4,000	-	-	8,540
SCCA	13	no data	no data	-	843	81	-	-	519	6,750	-	-	6,831
Extreme Kreationz	3	no data	no data	-	5,685	1,573	2,640	7,920	500	1,500	-	-	10,993
Park Party	1	no data	no data	-	2,887	276	-	-	-	-	-	-	276
Lyman Graduation Party	1	no data	no data	-	3,272	313	-	-	-	-	-	-	313
Ice Palace Parking	1	no data	no data	-	-	-	-	-	500	500	-	-	500
Pearl City Judo Club	1	no data	no data	-	-	-	-	-	500	500	-	-	500
Monsanto - Driver Safety Train	3	no data	no data	-	490	47	-	-	500	1,500	-	-	1,547
Jas W. Glover, Ltd	10	no data	no data	-	-	-	-	-	500	5,000	-	-	5,000
Eye Production Inc.	4	no data	no data	-	-	-	-	-	750	3,000	-	-	3,000
American Cancer Society	1	no data	no data	-	-	-	5,665	5,665	-	-	-	-	5,665
LDH Hawaii Film Shoot	2	no data	no data	-	-	-	-	-	300	600	-	-	600
National Park Service	1	no data	no data	-	-	-	-	-	750	750	-	-	750
Aqua Hunters	1	no data	no data	-	-	-	-	-	750	750	-	-	750
Chance Custom Car Show	2	no data	no data	-	1,349	194	1,005	2,010	750	1,500	-	-	3,704
Barefoot League	1	1,511	1,511	3.48	5,255	1,164	-	-	500	500	-	-	1,664
Fatlace	1	no data	no data	-	400	27	-	-	750	750	-	-	777
Great Aloha Run	1	30,947	30,947	0.45	13,967	1,452	-	-	2,000	2,000	-	-	3,452
Pepsi Youth Football Clinic	1	no data	no data	-	-	-	-	-	750	750	-	-	750
National Multiple Sclerosis	1	no data	no data	-	-	-	-	-	750	750	-	-	750
National Underclassmen Combine	2	no data	no data	-	-	-	-	-	500	1,000	-	-	1,000
Cudal Party	1	no data	no data	-	283	27	-	-	500	500	-	-	527
MWR Ford Island Run	1	no data	no data	-	-	-	5,365	5,365	-	-	-	-	5,365
Pratt/Howard 1st Birthday	1	no data	no data	-	328	31	-	-	-	-	-	-	31
Tuilaepa Graduation Party	1	no data	no data	-	31	3	-	-	750	750	-	-	753
RJ360 Concert	1	no data	no data	-	1,983	189	-	-	750	750	-	-	939
Y.Hata & Co Truck Rodeo	1	no data	no data	-	-	-	-	-	750	750	-	-	750
Magic Island Production	1	no data	no data	-	-	-	-	-	400	400	-	-	400
Lilii Graduation Party	1	no data	no data	-	-	-	-	-	750	750	-	-	750
Fresh Catch	1	no data	no data	-	1,865	637	2,280	2,280	1,000	1,000	-	-	3,917
Total Other Events & Shows	262 <sup>A</sup>	3,905	1,023,194 <sup>A</sup>	1.09	1,113,090 <sup>A</sup>	235,667 <sup>A</sup>	711	186,205 <sup>A</sup>	421	110,300 <sup>A</sup>	29,929	4,519,285	5,051,457 <sup>A</sup>
TOTAL	304	4,909	1,492,185	\$ 3.12	\$ 4,651,187	\$ 1,134,227	\$ 2,216	\$ 673,711	\$ 504	\$ 153,209	\$ 29,929	\$ 4,519,285	\$ 6,480,432
	<sup>A</sup>		<sup>A</sup>		<sup>A</sup>	<sup>A</sup>	<sup>A</sup>	<sup>A</sup>		<sup>A</sup>		<sup>A</sup>	<sup>A</sup>

STADIUM AUTHORITY  
 STADIUM SPECIAL FUND  
 Schedule of Actual Revenues from Attractions  
 For the Year Ended June 30, 2011

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Schedule 1  
 08/09/11

SPORTS EVENTS:	No. of Events	Attendance		Centerplate Commissions			Parking		Rent		Swap Meet		Total Stadium Revenues
		Average Per Date	Total	Per Capita Sales	Gross Sales	Stadium Revenues	Average Per Date	Stadium Revenues	Average Per Date	Stadium Revenues	Average Per Date	Stadium Revenues	
Football:													
UH	7	33,483	234,381	\$ 10.75	\$ 2,519,849	\$ 641,860	\$ 41,362	\$ 289,532	\$ -	\$ -	\$ -	\$ -	\$ 931,392
OIA	2	3,784	7,567	5.95	45,004	10,858	3,279	6,557	-	-	-	-	17,415
ILH	9	5,936	53,424	3.85	205,768	51,673	4,761	42,845	-	-	-	-	94,518
HHSAA	2	9,086	18,172	5.92	107,622	26,598	8,649	17,298	-	-	-	-	43,896
Pop Warner	4	4,442	17,766	3.69	65,539	16,449	1,423	5,690	500	2,000	-	-	24,139
Preseason	1	4,098	4,098	5.00	20,504	5,642	3,837	3,837	-	-	-	-	9,479
Father Bray Classic	1	4,396	4,396	5.92	26,011	5,709	3,960	3,960	-	-	-	-	9,669
Elite Sports International	1	222	222	3.29	731	210	-	-	500	500	-	-	710
Hawaii Football School	3	1,717	5,152	1.33	6,832	1,838	-	-	500	1,500	-	-	3,338
Play Sports Hawaii	2	1,981	3,961	1.27	5,044	1,622	-	-	500	1,000	-	-	2,622
IYFL	1	4,407	4,407	1.77	7,803	2,046	-	-	750	750	-	-	2,796
HPFL	4	1,302	5,207	4.73	24,649	7,173	2,030	8,118	852	3,409	-	-	18,700
I9 Sports	3	3,851	11,552	1.10	12,667	4,241	-	-	583	1,750	-	-	5,991
Sheraton Hawaii Bowl	1	43,222	43,222	11.34	490,074	122,641	35,564	35,564	32,000	32,000	-	-	190,205
Pro Bowl	1	47,121	47,121	-	-	-	74,105	74,105	-	-	-	-	74,105
Ohana Day	-	-	8,343	-	-	-	-	-	-	-	-	-	-
Total Football	42	11,166	468,991	7.54	3,538,097	898,560	11,607	487,506	1,022	42,909	-	-	1,428,975
	A		A		A	A	A	A		A			A

STADIUM AUTHORITY  
STADIUM SPECIAL FUND  
Schedule of Actual Revenues from Attractions  
For the Fiscal Year Ended June 30, 2010

	No. of Events	Attendance		Centerplate Commissions			Parking		Rent		Swap Meet		Total Stadium Revenues
		Average Per Date	Total	Per Capita Sales	Gross Sales	Stadium Revenues	Average Per Date	Stadium Revenues	Average Per Date	Stadium Revenues	Average Per Date	Stadium Revenues	
OTHER EVENTS & SHOWS:													
Aloha Stadium Swap Meet Band Festivals	156	6,362	992,515	1.12	1,114,465	244,431	-	-	-	-	30,542	4,764,607	5,009,038
Oahu Band Festivals	1	3,186	3,186	4.97	15,837	3,293	1,693	1,693	-	-	-	-	4,986
Rainbow Band Festivals	1	7,212	7,212	4.01	28,935	7,491	4,111	4,111	500	500	-	-	12,102
Fair													
50th State Fair	16	-	-	-	-	-	9,677	154,839	3,400	54,400	-	-	209,239
Miscellaneous													
Portable Automated Teller Comm	0	no data	no data	-	21,581	3,097	-	-	-	-	-	-	3,097
Sport Car Club of America	13	no data	no data	-	-	-	-	-	500	6,500	-	-	6,500
Amer Cancer Society	1	no data	no data	-	-	-	-	-	500	500	-	-	500
Kayak Fishing Banquet	1	no data	no data	-	-	-	-	-	500	500	-	-	500
Sabas 1st Birthday Party	1	no data	no data	-	-	-	-	-	500	500	-	-	500
Magic Island Production video shoot	1	no data	no data	-	-	-	-	-	100	100	-	-	100
Monsanto Driving Training	4	no data	no data	-	1,317	126	-	-	500	2,000	-	-	2,126
Key Crew Photo Shoot	1	no data	no data	-	-	-	-	-	300	300	-	-	300
Kinetic Prodn - Video Shoot	1	no data	no data	-	-	-	-	-	500	500	-	-	500
FX Group Photo Shoot	1	no data	no data	-	-	-	-	-	200	200	-	-	200
Swerve Driver Training	1	no data	no data	-	-	-	-	-	500	500	-	-	500
Guzman Birthday Party	1	no data	no data	-	4,567	437	-	-	-	-	-	-	437
Prayer Center of the Pacific	1	1,704	1,704	-	-	-	1,900	1,900	2,000	2,000	-	-	3,900
ESPN Rise	1	853	853	-	-	-	-	-	500	500	-	-	500
Lost Film Shoot	1	no data	no data	-	-	-	-	-	500	500	-	-	500
Great Aloha Run	1	27,800	27,800	0.33	9,052	880	-	-	2,000	2,000	-	-	2,880
Real Time R&L, Inc.	2	no data	no data	-	1,620	155	-	-	750	1,500	-	-	1,655
Natl Underclassmen Combine	2	no data	no data	-	-	-	-	-	500	1,000	-	-	1,000
Barefoot League	1	1,254	1,254	-	-	-	-	-	500	500	-	-	500
Howard Luncheon	1	no data	no data	-	1,058	101	-	-	-	-	-	-	101
Navy MWR - Ford Island Bridge 10K Run	1	no data	no data	-	-	-	4,035	4,035	-	-	-	-	4,035
UHIB ABKC Club Dog Show	1	no data	no data	-	-	-	-	-	500	500	-	-	500
Pacific Islands Athletic Alliance Combine	1	no data	no data	-	-	-	-	-	500	500	-	-	500
Wise Party	1	no data	no data	-	4,434	423	-	-	-	-	-	-	423
Perry Party	1	no data	no data	-	152	14	-	-	-	-	-	-	14
Fresh Catch, LLC	1	no data	no data	-	2,193	1,016	-	-	1,000	1,000	-	-	2,016
Total Other Events & Shows	216	4,789	1,034,524	1.16	1,205,211	261,464	771	166,578	354	76,500	30,542	4,764,607	5,269,149
TOTAL	250	5,717	1,429,323	2.98	4,263,772	1,205,971	2,228	556,948	462	115,500	30,542	4,764,607	6,643,026

STADIUM AUTHORITY  
STADIUM SPECIAL FUND  
Schedule of Actual Revenues from Attractions  
For the Fiscal Year Ended June 30, 2010

SPORTS EVENTS:	No. of Events	Attendance		Centerplate Commissions			Parking		Rent		Swap Meet		Total Stadium Revenues
		Average Per Date	Total	Per Capita Sales	Gross Sales	Stadium Revenues	Average Per Date	Stadium Revenues	Average Per Date	Stadium Revenues	Average Per Date	Stadium Revenues	
Football:													
UH	7	32,411	226,878	9.80	2,223,785	710,953	42,107	294,750	-	-	-	-	1,005,703
OIA	2	7,649	15,297	5.90	90,199	24,669	4,585	9,169	-	-	-	-	33,838
ILH	9	6,163	55,466	4.05	224,878	61,906	3,431	30,876	-	-	-	-	92,782
HHSAA	2	14,574	29,148	4.94	143,918	38,804	9,381	18,762	-	-	-	-	57,566
Pop Warner	4	4,613	18,452	3.95	72,825	19,605	839	3,356	500	2,000	-	-	24,961
I9 Jamboree Goodwill	3	2,438	7,315	0.66	4,855	1,520	-	-	500	1,500	-	-	3,020
Pigskin Classic	1	811	811	-	-	-	-	-	500	500	-	-	500
Interleague	1	4,674	4,674	5.22	24,388	6,549	2,576	2,576	-	-	-	-	9,125
Father Bray Classic	1	4,085	4,085	6.86	28,005	6,423	2,869	2,869	-	-	-	-	9,292
Sheraton Hawaii Bowl	1	18,840	18,840	11.12	209,448	63,594	25,795	25,795	32,000	32,000	-	-	121,389
H.S. All Star (aka HUB)	1	4,043	4,043	6.37	25,735	6,037	2,217	2,217	2,000	2,000	-	-	10,254
Island Youth Sports League Flag Football	1	7,133	7,133	1.08	7,691	3,195	-	-	500	500	-	-	3,695
Play Sports HI Youth Flag Football	1	2,657	2,657	1.07	2,834	1,252	-	-	500	500	-	-	1,752
<b>Total Football</b>	<b>34</b>	<b>11,612</b>	<b>394,799</b>	<b>7.75</b>	<b>3,058,561</b>	<b>944,507</b>	<b>11,481</b>	<b>390,370</b>	<b>1,147</b>	<b>39,000</b>	<b>-</b>	<b>-</b>	<b>1,373,877</b>

STADIUM AUTHORITY  
STADIUM SPECIAL FUND  
Schedule of Actual Revenues from Attractions  
For the Fiscal Year Ended June 30, 2009

	No. of Events	Attendance		Centerplate Commissions			Parking		Rent		Swap Meet		Total Stadium Revenues
		Average Per Date	Total	Per Capita Sales	Gross Sales	Stadium Revenues	Average Per Date	Stadium Revenues	Average Per Date	Stadium Revenues	Average Per Date	Stadium Revenues	
<b>SPORTS EVENTS:</b>													
<b>Football:</b>													
UH	7	33,636	235,454	\$ 10.66	\$ 2,510,891	\$ 764,922	\$ 41,116	\$ 287,813	\$ -	\$ -	-	\$ -	\$ 1,052,735
OIA	2	6,582	13,164	5.30	69,820	19,283	3,881	7,761	-	-	-	-	27,044
ILH	11	5,472	60,188	3.98	239,743	68,718	3,345	36,799	-	-	-	-	105,517
HHSAA	2	16,177	32,354	5.26	170,138	46,368	10,364	20,728	-	-	-	-	67,096
Pop Warner	4	4,494	17,977	4.46	80,176	22,583	831	3,322	500	2,000	-	-	27,905
I9 Jamboree Goodwill	3	1,953	5,858	1.78	10,452	3,583	-	-	500	1,500	-	-	5,083
Preseason	1	4,080	4,080	5.49	22,391	6,668	2,510	2,510	-	-	-	-	9,178
Father Bray Classic	1	3,389	3,389	7.19	24,381	5,623	2,161	2,161	-	-	-	-	7,784
HUB Football	1	4,497	4,497	6.53	29,369	6,287	2,730	2,730	3,343	3,343	-	-	12,360
OYSL	1	4,187	4,187	3.02	12,624	3,187	-	-	500	500	-	-	3,687
Sheraton Hawaii Bowl	1	43,556	43,556	12.02	523,743	157,811	36,590	36,590	32,000	32,000	-	-	226,401
Pro Bowl	1	48,686	48,686	-	-	-	37,428	37,428	-	-	-	-	37,428
Ohana Day	1	6,836	6,836	-	-	-	-	-	-	-	-	-	-
<b>Total Football</b>	<b>36</b>	<b>13,340</b>	<b>480,226</b>	<b>7.69</b>	<b>3,693,728</b>	<b>1,105,033</b>	<b>12,162</b>	<b>437,842</b>	<b>1,093</b>	<b>39,343</b>	<b>-</b>	<b>-</b>	<b>1,582,218</b>
<b>OTHER EVENTS &amp; SHOWS:</b>													
Aloha Stadium Swap Meet	158	6,312	997,239	1.27	1,269,150	284,584	-	-	-	-	31,721	5,011,996	5,296,580
Band Festivals													
Oahu Band Festivals	1	3,453	3,453	4.36	15,064	3,599	1,834	1,834	-	-	-	-	5,433
Rainbow Band Festivals	1	7,088	7,088	4.39	31,144	8,248	4,087	4,087	500	500	-	-	12,835
Fair													
50th State Fair	18	-	-	-	-	-	10,824	194,823	3,400	61,200	-	-	256,023
Graduations													
Radford High School	1	4,011	4,011	-	4,299	1,335	1,152	1,152	-	-	-	-	2,487
Pearl City High School	1	6,739	6,739	-	6,001	1,765	3,900	3,900	-	-	-	-	5,665
Mililani High School	1	8,982	8,982	-	12,028	4,027	4,610	4,610	-	-	-	-	8,637
Aiea High School	1	5,521	5,521	-	4,987	1,451	1,830	1,830	-	-	-	-	3,281
Campbell High School	1	7,450	7,450	-	8,844	2,245	3,250	3,250	-	-	-	-	5,495
Miscellaneous													
Centerplate	0	no data	no data	-	2,329	247	-	-	-	-	-	-	247
Portable Automated Teller Comm	0	no data	no data	-	19,114	2,739	-	-	-	-	-	-	2,739
Education 1st	2	586	1,171	-	-	-	-	-	500	1,000	-	-	1,000
Ron's Car Show	1	no data	no data	-	5,627	1,501	7,050	7,050	1,000	1,000	-	-	9,551
Pigskin Classic	1	649	649	-	-	-	-	-	500	500	-	-	500
Sport Car Club of America	14	no data	no data	-	-	-	-	-	500	7,000	-	-	7,000
Mary Charese-Wong Party	1	no data	no data	-	-	-	-	-	500	500	-	-	500
Monsanto Driving Training	2	no data	no data	-	901	86	-	-	500	1,000	-	-	1,086
National Guard 29 Brigade	1	7,192	7,192	-	172	79	-	-	-	-	-	-	79
Hoop Jam	2	no data	no data	-	-	-	-	-	500	1,000	-	-	1,000
Summer Brown Luau	1	no data	no data	-	-	-	-	-	500	500	-	-	500
Abee's, Inc. Film Shoot	1	no data	no data	-	-	-	-	-	200	200	-	-	200
Magic Island Production video shoot	1	no data	no data	-	-	-	-	-	100	100	-	-	100



STADIUM AUTHORITY  
STADIUM SPECIAL FUND  
Schedule of Actual Revenues from Attractions  
For the Fiscal Year Ended June 30, 2009

Schedule 1  
08/12/09

	No. of Events	Attendance		Centerplate Commissions			Parking		Rent		Swap Meet		Total Stadium Revenues
		Average Per Date	Total	Per Capita Sales	Gross Sales	Stadium Revenues	Average Per Date	Stadium Revenues	Average Per Date	Stadium Revenues	Average Per Date	Stadium Revenues	
Kayak Fishing Banquet	1	no data	no data	-	-	-	-	-	500	500	-	-	500
US Navy-USS Charlotte Photo	1	no data	no data	-	-	-	-	-	100	100	-	-	100
Swerve Driver Training	2	no data	no data	-	-	-	-	-	500	1,000	-	-	1,000
Dept. of Transp. Workshop	3	no data	no data	-	8,545	816	-	-	-	-	-	-	816
Prayer Center of the Pacific	1	1,303	1,303	-	-	-	1,494	1,494	2,000	2,000	-	-	3,494
Get Motivated	2	no data	no data	-	-	-	-	-	500	1,000	-	-	1,000
Great Aloha Run	1	24,185	24,185	0.26	6,169	918	-	-	2,000	2,000	-	-	2,918
Kamanunu Birthday Party	1	no data	no data	-	304	29	-	-	-	-	-	-	29
Hi Assemblies of God	4	no data	no data	-	-	-	-	-	500	2,000	-	-	2,000
MWR Ford Island Bridge	1	no data	no data	-	-	-	2,760	2,760	-	-	-	-	2,760
Classic Car Show	2	no data	no data	-	4,290	964	-	-	500	1,000	-	-	1,964
UH Spring Football	1	3,796	3,796	6.15	23,342	5,035	-	-	-	-	-	-	5,035
DHRD State Benefit Fair	1	no data	no data	-	1,292	124	-	-	-	-	-	-	124
Torcato 1st Birthday Party	1	no data	no data	-	-	-	-	-	500	500	-	-	500
Magallanes Graduation Party	1	no data	no data	-	256	25	-	-	500	500	-	-	525
Kuamo'o 1st Birthday Party	1	no data	no data	-	-	-	-	-	500	500	-	-	500
Moses Graduation Party	1	no data	no data	-	-	-	-	-	500	500	-	-	500
Miller Graduation Party	1	no data	no data	-	-	-	-	-	500	500	-	-	500
Salas Graduation Party	1	no data	no data	-	53	5	-	-	500	500	-	-	505
Total Other Events & Shows	237	4,552	1,078,779	1.32	1,423,911	319,822	957	226,790	368	87,100	31,721	5,011,996	5,645,708
TOTAL	273	5,711	1,559,005	\$ 3.28	\$ 5,117,639	\$ 1,424,855	\$ 2,435	\$ 664,632	\$ 463	\$ 126,443	\$ 31,721	\$ 5,011,996	\$ 7,227,926

FY108

REVISED  
Schedule 1  
09/02/08

STADIUM AUTHORITY  
STADIUM SPECIAL FUND  
Schedule of Actual Revenues from Attractions  
For the Fiscal Year Ended June 30, 2008

	No. of Events	Attendance		Centerplate Commissions			Parking		Rent		Swap Meet		Total Stadium Revenues
		Average Per Date	Total	Per Capita Sales	Gross Sales	Stadium Revenues	Average Per Date	Stadium Revenues	Average Per Date	Stadium Revenues	Average Per Date	Stadium Revenues	
<b>SPORTS EVENTS:</b>													
Football:													
UH	7	41,184	288,289	\$ 12.05	\$ 3,473,899	\$ 1,083,067	\$ 41,062	\$ 287,436	\$ -	\$ -	\$ -	\$ -	\$ 1,370,503
OIA	2	7,830	15,660	5.76	90,148	26,292	4,376	8,751	-	-	-	-	35,043
ILH	9	5,639	50,755	4.45	225,914	66,527	3,542	31,881	-	-	-	-	98,408
HHSAA	2	10,758	21,515	5.73	123,380	35,464	7,014	14,028	-	-	-	-	49,492
Pop Warner	4	4,975	19,899	4.56	90,700	28,983	897	3,589	500	2,000	-	-	34,572
I9 Jamboree Goodwill	2	1,888	3,775	2.08	7,844	2,599	-	-	500	1,000	-	-	3,599
HUB Football Classic	1	2,652	2,652	4.16	11,039	2,817	1,297	1,297	-	-	-	-	4,114
Oahu Youth Football	1	5,420	5,420	2.35	12,718	4,669	-	-	500	500	-	-	5,169
Sheraton Hawaii Bowl	1	24,149	24,149	11.16	269,562	87,942	27,481	27,481	32,000	32,000	-	-	147,423
Preseason	1	6,268	6,268	5.98	37,472	11,905	4,118	4,118	-	-	-	-	16,023
Father Bray Classic	1	4,348	4,348	5.86	25,484	6,130	2,619	2,619	-	-	-	-	8,749
Hula Bowl	1	5,125	5,125	8.51	43,606	13,911	-	-	10,000	10,000	-	-	23,911
Pro Bowl	1	49,586	49,586	-	-	-	37,245	37,245	-	-	-	-	37,245
Total Football	33	15,074	497,441	8.87	4,411,766	1,370,306	12,680	418,445	1,379	45,500	-	-	1,834,251
Soccer:													
Pan Pacific Soccer	2	15,044	30,087	13.97	420,429	103,891	22,631	45,261	45,846	91,692	-	-	240,844
Total Soccer	2	15,044	30,087	13.97	420,429	103,891	22,631	45,261	45,846	91,692	-	-	240,844
Total Sports Events	35	15,072	527,528	9.16	4,832,195	1,474,197	13,249	463,706	3,920	137,192	0	0	2,075,095
<b>OTHER EVENTS &amp; SHOWS:</b>													
Aloha Stadium Swap Meet	159	7,049	1,120,832	1.17	1,315,373	333,981	-	-	-	-	34,166	5,432,473	5,766,454
Band Festivals													
Oahu Band Festivals	1	2,314	2,314	3.94	9,113	2,234	1,111	1,111	-	-	-	-	3,345
Rainbow Band Festivals	1	6,660	6,660	4.45	29,654	8,811	3,913	3,913	500	500	-	-	13,224
Fair													
50th State Fair	18	-	-	-	-	-	11,203	201,653	3,400	61,200	-	-	262,853
Graduations													
Radford High School	1	3,981	3,981	-	2,783	806	842	842	-	-	-	-	1,648
Pearl City High School	1	7,118	7,118	-	7,709	2,285	3,564	3,564	-	-	-	-	5,849
Miilani High School	1	9,739	9,739	-	10,064	3,019	3,980	3,980	-	-	-	-	6,999
Campbell High School	1	9,301	9,301	-	9,852	3,009	8,371	8,371	-	-	-	-	11,380
Aiea High School	1	4,958	4,958	-	4,254	1,262	2,500	2,500	-	-	-	-	3,762
Miscellaneous													
Centerplate	0	no data	no data	-	12,057	864	-	-	-	-	-	-	864
Portable Automated Teller Comm	0	no data	no data	-	23,732	3,428	-	-	-	-	-	-	3,428
Manuma Grad party	1	no data	no data	-	73	7	-	-	500	500	-	-	507
Colburn Grad Party	1	no data	no data	-	73	7	-	-	500	500	-	-	507
Oahu Pop Warner-Certification	2	no data	no data	-	-	-	-	-	500	1,000	-	-	1,000
Ed Howard Grad Party	1	no data	no data	-	1,634	156	-	-	-	-	-	-	156
Punish 'Um Drift	4	no data	no data	-	2,238	852	-	-	1,250	5,000	-	-	5,852

STADIUM AUTHORITY  
STADIUM SPECIAL FUND  
Schedule of Actual Revenues from Attractions  
For the Fiscal Year Ended June 30, 2008

	No. of Events	Attendance		Centerplate Commissions			Parking		Rent		Swap Meet		Total Stadium Revenues
		Average Per Date	Total	Per Capita Sales	Gross Sales	Stadium Revenues	Average Per Date	Stadium Revenues	Average Per Date	Stadium Revenues	Average Per Date	Stadium Revenues	
Silva Entertainment	1	no data	no data	-	-	-	1,610	1,610	500	500	-	-	2,110
Sports Car Club America	17	no data	no data	-	-	-	-	-	500	8,500	-	-	8,500
Gaspar 1st B-day Party	1	no data	no data	-	3,002	287	-	-	-	-	-	-	287
Waipahu Foursquare (Film Shoot)	1	no data	no data	-	-	-	-	-	100	100	-	-	100
USO 5K Run	1	no data	no data	-	-	-	1,450	1,450	-	-	-	-	1,450
Kinetic Production	1	no data	no data	-	-	-	-	-	500	500	-	-	500
Wellspring Church	1	no data	no data	-	-	-	-	-	500	500	-	-	500
DOT Motorcycle Training	1	no data	no data	-	-	-	-	-	3,333	3,333	-	-	3,333
D&D Television Film Shoot	1	no data	no data	-	-	-	-	-	300	300	-	-	300
Magic Island Film Shoot	1	no data	no data	-	-	-	-	-	100	100	-	-	100
Kupuna Coalition Meeting	1	no data	no data	-	-	-	-	-	500	500	-	-	500
E.F Hawaii Film Shoot	1	no data	no data	-	-	-	-	-	100	100	-	-	100
AKAL Security Party	1	no data	no data	-	3,814	364	-	-	-	-	-	-	364
Prayer Center of the Pacific	1	1,368	1,368	-	-	-	1,645	1,645	2,000	2,000	-	-	3,645
Rotary Club-Hula Bowl Tailgat	1	no data	no data	-	-	-	-	-	500	500	-	-	500
Live Nation	3	no data	no data	-	-	-	-	-	500	1,500	-	-	1,500
Great Aloha Run	1	22,491	22,491	0.32	7,123	1,153	-	-	2,000	2,000	-	-	3,153
ACCY Coordinatin Photo shoo	1	no data	no data	-	-	-	-	-	100	100	-	-	100
Production Partners film shoot	1	no data	no data	-	-	-	-	-	500	500	-	-	500
MWR Ford Island Bridge	1	no data	no data	-	-	-	2,115	2,115	-	-	-	-	2,115
IMG Boost	1	806	806	3.05	2,456	322	-	-	4,000	4,000	-	-	4,322
Hawaii Athletes in Action	1	747	747	-	-	-	-	-	500	500	-	-	500
Ricky Lillii 1st Birthday	1	no data	no data	-	-	-	-	-	500	500	-	-	500
UH Ohana Football	1	8,788	8,788	6.78	59,611	15,262	-	-	-	-	-	-	15,262
Wowowee Concert	1	10,844	10,844	8.93	96,836	16,732	13,695	13,695	60,245	60,245	-	-	90,672
Aloha Youth Lacrosse	1	1,561	1,561	-	-	-	-	-	500	500	-	-	500
Sheldene Maze Party	1	no data	no data	-	7,060	706	-	-	-	-	-	-	706
Key Crew	1	no data	no data	-	-	-	-	-	200	200	-	-	200
Tali Goeas Grad Party	1	no data	no data	-	79	8	-	-	-	-	-	-	8
Richard Kahakui Retirement	1	no data	no data	-	632	60	-	-	-	-	-	-	60
ESPN Film Shoot	2	no data	no data	-	-	-	-	-	500	1,000	-	-	1,000
Bobby Colburn Party	1	no data	no data	-	-	-	-	-	500	500	-	-	500
Symone Rowe Grad Party	1	no data	no data	-	85	8	-	-	-	-	-	-	8
Education 1st	1	677	677	-	-	-	-	-	500	500	-	-	500
Total Other Events & Shows	246	4,928	1,212,185	1.33	1,609,307	395,623	1,002	246,449	641	157,678	34,166	5,432,473	6,232,223
TOTAL	281	6,191	1,739,713	\$ 3.70	\$ 6,441,502	\$ 1,869,820	\$ 2,527	\$ 710,155	\$ 1,049	\$ 294,870	\$ 34,166	\$ 5,432,473	\$ 8,307,318

STADIUM AUTHORITY  
STADIUM SPECIAL FUND  
Schedule of Actual Revenues from Attractions  
For the Fiscal Year Ended June 30, 2007

Schedule 1  
08/16/07

	No. of Events	Attendance		Volume Services Commissions			Parking		Rent		Swap Meet		Total Stadium Revenues
		Average Per Date	Total	Per Capita Sales	Gross Sales	Stadium Revenues	Average Per Date	Stadium Revenues	Average Per Date	Stadium Revenues	Average Per Date	Stadium Revenues	
OTHER EVENTS & SHOWS:													
Aloha Stadium Swap Meet Band Festivals	158	7,847	1,239,805	1.41	1,747,472	484,074	-	-	-	-	33,489	5,291,236	5,775,310
Oahu Band Festival	1	2,940	2,940	3.05	8,979	2,638	1,456	1,456	-	-	-	-	4,094
Rainbow Band Festival	1	7,928	7,928	4.51	35,789	11,074	4,447	4,447	500	500	-	-	16,021
Carnivals/Fairs													
Sports Carnival	6	no data	no data	-	-	-	3,088	18,528	1,250	7,500	-	-	26,028
50th State Fair	15	no data	no data	-	-	-	9,951	149,265	3,400	51,000	-	-	200,265
Graduations													
Campbell Graduation	1	7,067	7,067	1.31	9,228	2,577	7,610	7,610	-	-	-	-	10,187
Mililani Graduation	1	8,888	8,888	1.36	12,051	3,608	4,080	4,080	-	-	-	-	7,688
Pearl City Graduation	1	6,003	6,003	1.40	8,431	2,390	3,116	3,116	-	-	-	-	5,506
Aiea Graduation	1	5,399	5,399	1.00	5,380	1,488	2,384	2,384	-	-	-	-	3,872
Radford Graduation	1	3,602	3,602	0.89	3,188	813	1,140	1,140	-	-	-	-	1,953
Miscellaneous													
Centerplate	0	no data	no data	-	609	98	-	-	-	-	-	-	98
Ahsing Party	1	no data	no data	-	2,406	231	-	-	-	-	-	-	231
Chung Party	1	no data	no data	-	3,180	305	-	-	-	-	-	-	305
Olaviar Party	1	no data	no data	-	2,318	223	-	-	-	-	-	-	223
Hoop Jam	2	no data	no data	-	1,571	338	-	-	500	1,000	-	-	1,338
Oahu Civil Defense	1	no data	no data	-	3,828	368	-	-	-	-	-	-	368
Silva Entertainment	1	no data	no data	-	608	58	2,855	2,855	500	500	-	-	3,413
Sports Car Club	9	no data	no data	-	612	88	-	-	500	4,500	-	-	4,588
Scion Hawaii	1	no data	no data	-	894	182	-	-	500	500	-	-	682
Xccelerate Hawaii	1	no data	no data	-	-	-	-	-	500	500	-	-	500
Servco Pacific	2	no data	no data	-	-	-	-	-	500	1,000	-	-	1,000
U2 concert	1	42,155	42,155	22.38	943,304	265,898	40,841	40,841	448,653	448,653	-	-	755,392
Monsato	1	no data	no data	-	-	-	-	-	500	500	-	-	500
Prayer Center of Pacific	1	2,251	2,251	0.85	1,916	472	2,930	2,930	2,000	2,000	-	-	5,402
Xtreme Drift World Tour	7	no data	no data	-	5,285	757	565	3,955	500	3,500	-	-	8,212
Great Aloha Run	1	19,923	19,923	0.30	5,935	1,044	-	-	2,000	2,000	-	-	3,044
Oceanic film shoot	1	no data	no data	-	-	-	-	-	200	200	-	-	200
MWR Ford Island Bridge	1	no data	no data	-	-	-	2,435	2,435	-	-	-	-	2,435
DOT Motorcycle Safety Ed	1	no data	no data	-	-	-	-	-	10,000	10,000	-	-	10,000
HI Athletes In Action	1	1,011	1,011	-	-	-	-	-	500	500	-	-	500
UH Ohana Football	1	no data	no data	-	25,371	5,275	-	-	-	-	-	-	5,275
Dela Cruz/Sidotii Baby Luau	1	no data	no data	-	-	-	-	-	500	500	-	-	500
Ho Retirement Party	1	no data	no data	-	11,654	1,113	-	-	-	-	-	-	1,113
Lock & Key Production	7	no data	no data	-	-	-	-	-	500	3,500	-	-	3,500
Abreu Grad Party	1	no data	no data	-	-	-	-	-	500	500	-	-	500
Santimer Baby Luau	1	no data	no data	-	-	-	-	-	500	500	-	-	500
Tausili Grad Party	1	no data	no data	-	-	-	402	402	-	-	-	-	402
<b>Total Other Events &amp; Shows</b>	<b>234</b>	<b>5,756</b>	<b>1,346,972</b>	<b>2.11</b>	<b>2,840,009</b>	<b>785,112</b>	<b>1,049</b>	<b>245,444</b>	<b>2,305</b>	<b>539,353</b>	<b>33,489</b>	<b>5,291,236</b>	<b>6,861,145</b>
<b>TOTAL</b>	<b>293</b>	<b>6,237</b>	<b>1,827,527</b>	<b>\$ 3.65</b>	<b>\$ 2,866,322</b>	<b>\$ 1,976,780</b>	<b>\$ 2,535</b>	<b>\$ 42,088</b>	<b>\$ 2,055</b>	<b>\$ 506,855</b>	<b>\$ 33,489</b>	<b>\$ 5,291,236</b>	<b>\$ 8,606,997</b>

STADIUM AUTHORITY  
STADIUM SPECIAL FUND  
Schedule of Actual Revenues from Attractions  
For the Fiscal Year Ended June 30, 2007

Schedule 1  
08/16/07

	No. of Events	Attendance		Volume Services Commissions			Parking		Rent		Swap Meet		Total Stadium Revenues
		Average Per Date	Total	Per Capita Sales	Gross Sales	Stadium Revenues	Average Per Date	Stadium Revenues	Average Per Date	Stadium Revenues	Average Per Date	Stadium Revenues	
<b>SPORTS EVENTS:</b>													
<b>Football:</b>													
UH	8	32,668	261,342	\$ 10.10	\$ 2,638,380	\$ 832,032	\$ 41,934	\$ 335,474	\$ -	\$ -	\$ -	\$ -	\$ 1,167,506
OIA	3	6,640	19,921	5.32	105,892	32,697	3,880	11,641	-	-	-	-	44,338
ILH	9	5,549	49,939	4.23	211,261	63,068	3,637	32,731	-	-	-	-	95,799
HHSAA	2	13,243	26,485	5.97	158,068	46,932	8,809	17,617	-	-	-	-	64,549
Preseason	2	3,985	7,969	5.24	41,755	13,029	2,480	4,960	-	-	-	-	17,989
Father Bray Classic	1	4,667	4,667	5.12	23,906	6,637	2,731	2,731	-	-	-	-	9,368
Pop Warner	4	3,731	14,925	5.48	81,849	26,908	801	3,205	375	1,500	-	-	31,613
Sheraton Hawaii Bowl	1	40,453	40,453	12.08	488,548	146,317	39,073	39,073	32,000	32,000	-	-	217,390
Hula Bowl	1	7,919	7,919	9.40	74,467	23,838	10,900	10,900	10,000	10,000	-	-	44,738
Pro Bowl	1	46,935	46,935	-	-	-	38,852	38,852	-	-	-	-	38,852
<b>Total Football</b>	<b>32</b>	<b>15,017</b>	<b>480,555</b>	<b>7.96</b>	<b>3,824,126</b>	<b>1,191,458</b>	<b>15,537</b>	<b>497,184</b>	<b>1,359</b>	<b>43,500</b>	<b>0</b>	<b>0</b>	<b>1,732,142</b>
<b>Baseball</b>													
Hawaii Collegiate Baseball	27	no data	no data	-	2,187	210	-	-	500	13,500	-	-	13,710
<b>Total Baseball</b>	<b>27</b>	<b>0</b>	<b>0</b>	<b>0.00</b>	<b>2,187</b>	<b>210</b>	<b>0</b>	<b>0</b>	<b>500</b>	<b>13,500</b>	<b>0</b>	<b>0</b>	<b>13,710</b>
<b>Total Sports Events</b>	<b>59</b>	<b>8,145</b>	<b>480,555</b>	<b>7.96</b>	<b>3,826,313</b>	<b>1,191,668</b>	<b>8,427</b>	<b>497,184</b>	<b>966</b>	<b>57,000</b>	<b>0</b>	<b>0</b>	<b>1,745,852</b>

**Annex 12**

**Sewer Capacity**



Source: <[http://www.capitol.hawaii.gov/memberfiles/senate/delacruz/Documents/Master\\_Infrastructure\\_Map.pdf](http://www.capitol.hawaii.gov/memberfiles/senate/delacruz/Documents/Master_Infrastructure_Map.pdf)>. Last viewed March 3, 2014.

**Annex 13**

**Summary of Certain Material Contracts**

See attached.

carrollcox.com

**PROJECT RAINBOW WARRIOR**

**Summary of Material Contracts provided as of January 24, 2014**

DR	PARTIES	TERM	NAME OF CONTRACT/ SUBJECT MATTER	ECONOMIC TERMS	ASSIGNMENT/ CHANGE OF CONTROL PROVISIONS	TERMINATION PROVISIONS/ RESTRICTIONS	FULLY EXECUTED	OTHER NOTEWORTHY
B.4; F.3	DAGS  Stadium Authority  HART	7/10/13 – Perpetuity, unless State withdraws easement(s) (Terms of withdrawal unclear)	Memorandum of Understanding (“MOU”) re: the intent to develop and operate the HART on portions of the Stadium Site, including the intent of the State to grant a non-exclusive easement(s) to HART	<ul style="list-style-type: none"> <li>MOU allows HART to operate the lot and collect and enforce parking fees on non-event days but does not specify if HART would retain any of the revenue therefrom</li> <li>MOU does not contemplate any payment terms</li> </ul>	None	None	Yes	<ul style="list-style-type: none"> <li>Defined as a MOU that “is not a formal or binding agreement”</li> <li>Construction contemplated to start in ’14 and end in ’16</li> <li>Federal Deed Restriction limits use of the Stadium Site to public recreational purposes; MOU indicates that the development and operations specified therein support public recreational purposes in accordance with the Federal Deed Restriction and specifies that the parties will refrain from actions that would impermissibly affect the federal interest in the Stadium Site</li> </ul>



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B.4	DAGS  Dep't of Transport., State of Haw. ("DOT")	6/1/02 – 5/31/03, with the parties exercising an option for ten additional twelve-month periods and a nine-month extension, from 6/1/13 – 2/28/14	Extension of Memorandum of Understanding ("MOU") between DAGS and DOT re: DOT's use of Kamehameha Lot for conducting testing/licensing of commercial drivers and motorcycle operators	DOT provided unspecified site improvements in consideration for its use of the Lot	None	DAGS can terminate, interrupt, cancel, or pre-empt any and all activities during nine-month extension period in its sole discretion and at no cost	Yes	Use of lot: <ul style="list-style-type: none"> <li>• Mondays through Fridays, 6:30 a.m. to 6:30 p.m.</li> <li>• MOU does not appear to interfere with Swap Meet</li> </ul>
B.4	Stadium Authority  United States Government (Naval Facilities Eng'g Command, Haw.) ("Government")	9/1/11 – 8/31/16	License agreement between State and Government, re: the Government's use of Lower Halawa Lot for parking during heightened states of security at Joint Base Pearl Harbor-Hickam and Camp H.M. Smith	Agreement does not contemplate any payment terms	None	Parties can mutually terminate agreement	No (Draft)	Stadium Authority's right to use and occupy premises (e.g., Univ. of Haw.; Haw. Bowl; Pro-Bowl) supersedes the Government's right to use the same

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E.1; E.3	Stadium Authority  Haw. Tourism Auth., State of Haw. ("HTA")  National Football League ("NFL")	1/22/14 – 1/26/14  <ul style="list-style-type: none"> <li>NFL Pro Bowl Game shall occur on 1/26/14</li> <li>NFL All-Star Week and associate events shall occur on 1/22/14 through 1/26/14</li> </ul>	License agreement between Stadium Authority, HTA and NFL re: the Stadium hosting the NFL Pro Bowl and related activities	<ul style="list-style-type: none"> <li>No rent</li> <li>Stadium Authority not entitled to any media, ticket, concessionaire, or signage revenues</li> <li>Stadium Authority responsible for all operating costs, not to exceed \$192,900 (unless authorized in writing by the NFL)</li> <li>Stadium Authority sells the NFL parking spaces at "most favorable rates," and State shall retain all parking revenue</li> </ul>	With the exception of Stadium Authority's assignment of rights to the HTA for use of the Stadium and the HTA's subsequent assignment of those right to the NFL, the HTA shall not sublet the premises, subcontract, assign, hypothecate, mortgage or otherwise encumber the agreement	Stadium Authority may terminate in the event of NFL's default, and either party may terminate upon the occurrence of a force majeure event	No (Draft)	<ul style="list-style-type: none"> <li>Stadium Authority suspends its concessionaire agreement for 6 days before through 3 days after Pro Bowl. NFL will negotiate and contract with concessionaire for such time periods and shall keep all related proceeds. NFL pays for all profits lost from any cancelled Swap Meet event (unless occurring on the date of the Pro Bowl)</li> <li>Stadium Authority waives its rights to all signage revenue for six days before and three days after the Pro Bowl. NFL has exclusive rights to signage for such time periods and shall keep all related proceeds</li> <li>No reference to naming rights agreement with Hawaiian Airlines</li> </ul>

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E.1	Stadium Authority  Univ. of Haw. at Manoa, Athletic Dep't ("UH")	For the following dates:  <ul style="list-style-type: none"> <li>8/29/13; 9/28/13; 10/5/13; 10/26/13; 11/16/13; 11/30/13; 12/7/13*</li> </ul> *Conf. championship – held only if UH qualifies	License agreement between Stadium Authority and UH re: the Stadium hosting UH's collegiate football games	<ul style="list-style-type: none"> <li>No rent*</li> <li>Stadium Authority not entitled to any ticket revenues</li> <li>\$20,937.30/game, payable by UH, for the use of 3,195 parking stalls</li> <li>Stadium Authority retains right to rescind no-rent arrangement at any time, without cause</li> </ul>	UH shall not sublet the premises, subcontract, assign, hypothecate, mortgage or otherwise encumber the agreement	Stadium Authority may terminate in the event of UH's default, and either party may terminate upon the occurrence of a force majeure event	Yes	Agreement does not address treatment of concession revenues

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E.1	Stadium Authority  ESPN Reg'l Television – Sheraton Haw. Bowl (“ESPN”)	For following dates:  <ul style="list-style-type: none"> <li>• 12/18 – 12/23/10, ‘11, ‘12, ‘13 (Set-up and Practice)</li> <li>• 12/21 – 12/26/10, ‘11, ‘12, ‘13 (Team Walk-through)</li> <li>• 12/22 – 12/27/10, ‘11, ‘12, ‘13 (Game)</li> <li>• 12/23 – 12/28/10, ‘11, ‘12, ‘13 (Clean up)</li> </ul>	License agreement between Stadium Authority and ESPN, re: the Stadium hosting postseason collegiate football games	<p>If UH is a participant, ESPN pays the Stadium Authority the following:</p> <ul style="list-style-type: none"> <li>• Greater of \$10,000 or 10% of all ticket receipts, though not to exceed \$32,000</li> </ul> <p>If UH is <u>not</u> a participant, ESPN pays the Stadium Authority the following:</p> <ul style="list-style-type: none"> <li>• \$8,000 if Paid Attendance is 25,000 to 29,999</li> <li>• \$12,000 if Paid Attendance is 30,000 to 32,499</li> <li>• \$16,000 if Paid Attendance is 32,500 to 34,999</li> <li>• \$24,000 if Paid Attendance is 35,000 to 37,499</li> <li>• \$32,000 if Paid Attendance is 37,000* and above</li> </ul> <p>* This attendance figure appears to be the result of a scrivener’s error. It likely meant to state “37,500”</p>	ESPN shall not sublet the premises, subcontract, assign, hypothecate, mortgage or otherwise encumber the agreement	<p>ESPN can terminate with approval from Stadium Authority upon 14 days’ notice prior to the event provided any of the following occur:</p> <ul style="list-style-type: none"> <li>• ESPN determines that the event cannot be produced in reasonable business manner due to circumstances beyond its control; or</li> <li>• UH is not associated with the event (Unclear of the reasoning or meaning of this provision)</li> <li>• If terminated, ESPN must pay incurred out-of-pocket expenses</li> </ul> <p>State may terminate in the event of ESPN’s default, and either party may terminate upon the occurrence of a force majeure event</p>	Yes	<ul style="list-style-type: none"> <li>• ESPN reserves right to move the date of the game each year between 12/22 – 12/27</li> <li>• ESPN shall make an annual deposit of \$45,000 as security for faithful performance of the agreement</li> <li>• Agreement does not specify if Stadium Authority has any media rights related to the game; though, Section 4(e), entitled “Ancillary Rights,” seems to imply that such rights reside with ESPN (though any broadcast itself requires State’s prior written approval)</li> </ul>

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F.9	<p>Stadium Authority, DAGS (collectively, "State")</p> <p>G4s Secure Solutions (USA), Inc. ("G4s")*</p> <p>*Agreement amended to reflect name change to G4s following G4s's acquisition of The Wackenhut Corporation (The Wackenhut Corporation changed its name in 2010).</p>	8/1/09 – 7/31/12, with the option for two additional twelve month periods without rebidding. In 2012, parties exercised option to renew agreement from 2012-13 (No evidence provided of a renewal for 2013-14)	<p>Services agreement between State and G4s, re: security guard services at the Stadium</p>	<p>State pays G4s an annual amount of \$317,725.98*</p> <p>*Total for basic services. Amendments to the agreement provide that State makes additional payments for special event services rendered in the following amounts:</p> <ul style="list-style-type: none"> <li>• \$70,266.32 from 8/1/09 to 7/31/10</li> <li>• \$99,798.55 from 8/1/10 to 7/31/11</li> <li>• \$109,798.55 from 8/1/11 to 7/31/12</li> <li>• \$112,018.78 from 8/1/12 to 7/31/13</li> </ul> <p>Agreement not clear as to what is included as "special event services"</p>	<p>G4s shall not assign or subcontract any of its duties, obligations, or interests under the Agreement unless (1) it obtains State's prior written consent; (2) its assignee or subcontractor submits a tax clearance certificate; and (3) the Comptroller of the State approves such assignment</p>	<p><u>Original Agreement</u></p> <ul style="list-style-type: none"> <li>• Section 14, "General Conditions" contains a complex termination provision whereby State may terminate in whole or in part when its interests so require. State may be liable to G4s for certain amounts due to the termination.</li> <li>• State may also terminate in the event of G4s' default</li> </ul> <p><u>Extended Agreement</u></p> <ul style="list-style-type: none"> <li>• "Special Provisions" to the "Invitation to Bid" specifies that if the parties mutually agree to extend the agreement, either party may terminate that extended agreement at any time upon ninety days prior written notice</li> </ul>	Yes	N/A

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F.8	Stadium Authority, DAGS (collectively, "State")  Volume Services, Inc., d/b/a Centerplate ("Contractor")	<ul style="list-style-type: none"> <li>9/1/09 – 8/31/12</li> <li>Contract may be extended for up to 2 additional 2-year periods by mutual agreement (currently in 1<sup>st</sup> extension term)</li> </ul>	Contract for Goods or Services Based Upon Competitive Sealed Proposals between State and Contractor to market, coordinate and manage Swap Meet segment of the State's operations	<ul style="list-style-type: none"> <li>Commission of 19.75% of Swap Meet gross revenues, including approved costs incurred and taxes; Commissions deducted from revenue due to Stadium Authority</li> <li>Contractor required to post \$1.5 million performance bond</li> <li>Performance Standard: "realize \$4 million in annual revenues net of commission to the Stadium Authority"</li> </ul>	Contractor shall not assign or subcontract any of its duties, obligations, or interests under the agreement unless (1) it obtains State's prior written consent; (2) its assignee or subcontractor submits a tax clearance certificate; and (3) the Comptroller of the State of Haw. approves such assignment	May be extended for up to two additional two-year periods or any portion thereof if mutually agreed upon in writing prior to contract expiration  Pursuant to RFP, either party may terminate the extended contract period at any time upon 120 calendar days prior written notice.  Section 14, "General Conditions" contains a complex termination provision whereby State may terminate in whole or in part when its interests so require. State may be liable to Contractor for certain amounts due to the termination  State may also terminate in the event of Contractor's default	Yes	Contractor to increase number of stalls vendors and public attendance, and to develop and implement an annual \$150,000 advertising/marketing program (with prior written approval of State for all disbursements).

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F.8	HTA NFL	7/1/13 – 3/31/14	2014 Hawaii – NFL Pro Bowl Agreement	\$4,000,000 Fee; Up to \$152,250 in reimbursement of total operating expenses at Stadium	None	If 2014 NFL Pro Bowl Game is moved or cancelled, HTA is not required to remunerate the Fee or Reimbursable Expenses, and the NFL shall not be required to allocate the Annual Spend and shall fully refund HTA's First Payment		Second Payment is due no later than 1/24/14  The NFL agrees to spend the Fee with NFL-approved businesses in Hawaii ("Annual Spend")

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F.8	Laird Christianson Advertising on behalf of Hawaiian Airlines, Inc. ("Client") and CBS Collegiate Sports Properties, Inc. ("CSP")	8/3/11 – 12/31/15	Sponsorship rights to Aloha Stadium display space and marketing components and services described in the exhibits to the agreement	Sponsorship fees payable to CSP, not Stadium Authority; Sponsorship fees escalate from \$200,000 in 2011 to \$600,000 in 2015; If Automatic Extension Term commences in 2015, Sponsorship Fee is \$500,000 per year through 2020	<p>Requires written consent of all parties.</p> <p>Stadium Authority may require transfer and assignment of the Agreement to Stadium Authority in the event of any termination or expiration of CSP's contractual rights to market or promote Stadium Authority's on-premises signage and multi-media components or other termination of right to serve as manager of Aloha Sports Properties (Section 20.d.)</p> <p>CSP is not required to perform under the Agreement for the benefit of any other sponsor except as named in the Agreement</p>	Non-cancelable except in the event of a breach not timely cured	Yes	<p>Automatically extends for an additional five years on 1/1/16 unless either Client and CSP have notified each other in writing no later than 10/1/15 of their desire to terminate the Agreement and forego the Automatic Extension Term</p> <p>Stadium Authority retains exclusive ownership of intellectual property included in the Sponsorship Elements set forth in Exhibit A of the Agreement (Section 20.i.)</p>



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F.8	Stadium Authority Volume Services Inc. d/b/a Centerplate ("Contractor")	1/6/12 – 1/5/22	Agreement for Food and Beverage Concession Services for the Stadium	Contractor paid greater of a minimum monthly concession fee of \$15,000 or the monthly concession percentage rental of 34.1% of monthly gross receipts from the sale of food and beverages  Contractor shall pay 15% of monthly gross from subcontracted concessions, 10% from catering operations, and 7% from the sale of souvenirs, novelties and other similar products;	None for the State	The General Instructions to Bidders included in the Bid Package (Section 13) provides for termination upon written notice given no less than 60 days prior to the effective date; Upon termination for convenience, State may be liable for Contractor's costs arising out of such termination	Yes	The terms of the Public Notice for Sealed Bids <u>PNSB SA-11-003</u> for Food and Beverage Concession Services at Aloha Stadium (the "Bid Package") are incorporated by reference  The Specifications in the Bid Package include the option to extend for up to 5 additional years upon mutual agreement in writing  Priority order of various documents provided is not clear
F.9	Stadium Authority  UH	7/1/12 – 6/30/16	Memorandum of Understanding ("MOU") between Stadium Authority and UH., re: the establishment of a box offices sales outlet at the Stadium for ticket sales for UH athletic and related events and the establishment of a box office sales outlet at the UH for non-UH events held at the Stadium	<ul style="list-style-type: none"> <li>Stadium Authority retains ticket proceeds for all non-UH events at the Stadium; UH retains ticket proceeds for all UH events at Stadium</li> <li>UH sublicenses its ticketing software to Stadium Authority for the term of the agreement, Stadium Authority responsible for all costs associated with using such software</li> </ul>	None	None	No	N/A

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F.9	Stadium Authority, DAGS (collectively, "State")  Rolloffs Haw., LLC ("Rolloffs")	3/1/12 – 2/28/13, with the parties exercising an option for an additional twelve-month term beginning 3/1/13	Services agreement between State and Rolloffs, re: maintenance of trash containers at the Stadium	<ul style="list-style-type: none"> <li>State pays Rolloffs an annual amount of \$155,275</li> <li>Rolloffs shall provide monthly invoices to State</li> </ul>	Rolloffs shall not assign or subcontract any of its duties, obligations, or interests under the agreement unless (1) it obtains State's prior written consent; (2) its assignee or subcontractor submits a tax clearance certificate; and (3) the Comptroller of the State of Haw. Approves such assignment	Section 14, "General Conditions" contains a complex termination provision whereby State may terminate in whole or in part when its interests so require. State may be liable to Rolloffs for certain amounts due to the termination  State may also terminate in the event of Rolloff's default	Yes	N/A
F.9	Stadium Authority, DAGS (collectively, "State")  Kone Inc. ("Kone")	Agreement effective 11/1/13, but term not specified – No attachments included	Services agreement between State and Kone, re: elevators/escalators at the Stadium (copy of agreement does not contain any attachments regarding the scope of services)	<ul style="list-style-type: none"> <li>State pays Kone an annual amount of \$203,536</li> <li>Because the agreement did not include the relevant attachments, the manner in which the payments are to be made is not clear</li> </ul>	Not specified – No attachments included <sup>1</sup>	Not specified – No attachments included	No	Not specified – No attachments included <sup>1</sup>
F.9	Stadium Authority, DAGS (collectively, "State")  Honeywell Int'l, Inc.	11/1/13 – 10/31/14, with the option for four additional twelve month periods without rebidding	Services agreement between State and Honeywell, re: air conditioning systems at the Stadium (copy of	<ul style="list-style-type: none"> <li>State pays Honeywell an annual amount of \$555,193</li> <li>As agreement did not</li> </ul>	Not specified – No attachments included <sup>1</sup>	Not specified – No attachments included <sup>1</sup>	Yes	Not specified – No attachments included <sup>1</sup>

<sup>1</sup> While the copies of each of these agreements did not contain any attachments. However, the form of each agreement appears to be the same State-issued templates as the agreements with G4s Secure Solutions (USA), Inc. and Rolloffs Hawaii, LLC and it is possible that all agreements using the State-issued template contain similar assignment and termination clauses.

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	("Honeywell")		agreement does not contain any attachments regarding the scope of services)	include the relevant attachments, the manner in which the payments are to be made is not clear				
F.9	Stadium Authority  CBS Collegiate Sports Properties, Inc. (CBSCSP")	1/1/09 – 6/30/19	Advertising Concession Contract Based on Competitive Sealed Bids	First year's guaranteed payment: \$150,000; 3.5% annual increase; 60% of revenue retained by CBSCSP; 12% rate of return on capital improvements	CBSCSP cannot assign without consent of Stadium Authority	CBSCSP can terminate the contract upon 90 days written notice  Section 14, "General Conditions" contains a termination provision whereby Stadium Authority may terminate in whole or in part when its interests so require. Stadium Authority may be liable to CBSCSP for certain amounts due to the termination.  Stadium Authority may also terminate in the event of CBSCSP's default		Special Conditions prevail over General Conditions and we have not been provided with a copy of such Special Conditions.

**Annex 14**

**Construction Costs of Comparable Stadiums**

	<b>Southern Methodist University (Gerald J. Ford Stadium)</b>	<b>University of North Texas (Apogee Stadium)</b>	<b>University of Houston (Houston Football Stadium)</b>
<b>Year Completed</b>	2000	2011	2014 (estimated)
<b>Total Seats</b>	32,000	30,000	40,000
<b>Total Suites</b>	24	21	26
<b>Total Suite Seats</b>	240	252	312
<b>Total Club Seats</b>	600	750	766
<b>Hard Construction Cost (2014 \$'s)*</b>	\$82,008,414	\$76,862,348	\$106,575,000
<b>Hard Construction Cost Per Seat</b>	\$2,563	\$2,562	\$2,664
<b>Cost Modifier (TX to HI)</b>	\$40,840,190	37,431,963	\$53,500,650
<b>Estimated Hard Construction Cost in Honolulu, HI</b>	\$122,848,604	\$114,294,311	\$160,075,650
<b>Estimated Hard Construction Cost per Seat in Honolulu, HI</b>	\$3,839	\$3,810	\$4,002
<b>Estimated Soft Cost in Honolulu HI**</b>	\$24,569,721	\$22,858,862	\$32,015,130
<b>Estimated Total Cost in Honolulu, HI</b>	\$147,418,325	\$137,153,173	\$192,090,780

\*Stadium-specific soft cost data not available.

\*\*Based on industry norms, soft costs are typically between 15% and 20% of hard construction costs. For purposes of the foregoing projections, conservative figures equal to 20% of hard construction costs are used.

Source: Construction cost projections by a professional sports design consultant. Stadium seating information available at <<http://www.smumustangs.com/facilities/ford-stadium.html>>, last viewed January 9, 2014; <<http://www.meangreenmap.com/apogeestadium.html>>, last viewed January 9, 2014; <<http://houstonfootballstadium.com/home/about>>, last viewed January 9, 2014.

**Southern Methodist University  
Gerald J. Ford Stadium**



Source: <<http://www.smumustangs.com/view.gal?id=5796>>, last viewed January 10, 2014.

**University of North Texas  
Apogee Stadium**



Source:

<[https://www.google.com/search?hl=en&site=imghp&tbm=isch&source=hp&biw=1280&bih=829&q=north+texas+mean+green+football&oq=mean+green+football&gs\\_l=img.1.1.0j0i512j0i2417.22532.26699.0.29142.19.19.0.0.0.0.165.2019.3j16.19.0....0...1ac.1.32.img..2.17.1777.vgdAzJDdJ5Y#hl=en&q=north+texas+mean+green+football+stadium&tbm=isch&facrc=\\_&imgdii=\\_&imgcr=ievsmqbmA-3BeM%253A%3B4sxnfnNRL7DYUM%3Bhttp%253A%252F%252Fnorthtexas.unt.edu%252Fsites%252Fdefault%252Ffiles%252F11\\_488\\_Mean\\_Green\\_Stadium018.jpg%3Bhttp%253A%252F%252Fnorthtexas.unt.edu%252Fcontent%252Fexperience-new-mean-green%3B650%3B400](https://www.google.com/search?hl=en&site=imghp&tbm=isch&source=hp&biw=1280&bih=829&q=north+texas+mean+green+football&oq=mean+green+football&gs_l=img.1.1.0j0i512j0i2417.22532.26699.0.29142.19.19.0.0.0.0.165.2019.3j16.19.0....0...1ac.1.32.img..2.17.1777.vgdAzJDdJ5Y#hl=en&q=north+texas+mean+green+football+stadium&tbm=isch&facrc=_&imgdii=_&imgcr=ievsmqbmA-3BeM%253A%3B4sxnfnNRL7DYUM%3Bhttp%253A%252F%252Fnorthtexas.unt.edu%252Fsites%252Fdefault%252Ffiles%252F11_488_Mean_Green_Stadium018.jpg%3Bhttp%253A%252F%252Fnorthtexas.unt.edu%252Fcontent%252Fexperience-new-mean-green%3B650%3B400)>. Last viewed January 10, 2014.

**University of Houston  
Houston Football Stadium**

**New Stadium Rendering**



Source: <<http://houstonfootballstadium.com/home/gallery/renderings/>>. Last viewed January 10, 2014.

**Annex 15**

**Stakeholder Meetings**

Aloha Sports Properties  
Aloha Stadium Authority  
Aloha Stadium Director Scott Chan  
Chamber of Commerce of Hawaii  
City and County of Honolulu Department of Land Use and Zoning  
City and County of Honolulu Department of Planning & Permitting  
E.K. Fernandez Shows  
Great Aloha Run  
Hawaii Authority for Rapid Transportation  
Hawaii High School Sports Association  
Hawaii Tourism Authority  
Honolulu City Councilman Breene Harimoto  
Honolulu Fire Department  
Honolulu Police Department  
National Football League  
Neighborhood Board #18  
Oahu Interscholastic Association  
Office of the Governor  
Office of the Lieutenant Governor  
Populous  
PunishUM Motorsports  
Shannon Wood (community advocate)  
Sheraton Hawaii Bowl  
State of Hawaii Department of Accounting and General Services  
State of Hawaii Department of Land and Natural Resources  
State of Hawaii Department of Transportation Highways Division  
State of Hawaii Office of Planning  
State Representative Aaron Johanson  
State Senator David Ige  
State Senator Donovan Dela Cruz  
State Senator Glenn Wakai  
Swap Meet & Marketplace (various individual vendors)  
Tom Moffatt (event producer)  
Transit Oriented Development  
United States Navy (Naval Facilities Engineering Command  
University of Hawaii Athletic Director Ben Jay