

Testimony to the Land Use Commission 10-2015

RECEIVED  
OCT 16 2015

STATE OF HAWAII  
LAND USE COMMISSION

Chairman Aczon, Members of the Commission,

It's been roughly 2-1/2 years since I testified before this Commission. At that time I testified of my disgust on the delays this project has taken and demanded more action from you to get this project back on track. Ko'olina was ordered to construct a new boat ramp facility in the Ko'olina Marina to replace the one they closed in February of 2005. Well now it's 10 years later and the boat ramp is finally built.

First of all I would like to thank the Commission for the work they did in getting this ramp built for the fishing community in this area. Public access is paramount to the well being of our Community and Life in Hawaii. Ko'olina built a first class facility which is one of the nicest facilities in the State. I only hoped that Ko'olina would have afforded the fishermen a seat at the table when it came to the layout and design of the facility. Us fishermen offered our services at no cost to come up with design parameters since we would be the ones' using the ramp. Unfortunately we met only once to discuss in only in general terms and was never invited again.

With this facility comes with rules and regulations. Most of the rules are reasonable and can be followed.

It was the understanding of us fishermen that the new facility would be at least equal if not better. Some things are and some not. Here is a summary:

- Insurance

Before-Non required

After-Watercraft policy required with minimum liability of \$500,000.00 for each occurrence for BI & PD

The requirement for this insurance will cost roughly an additional \$300-\$500/year. We ask this insurance be waived to be equal to what was before.

- Size of Boat

Before-No Limitation, I have seen boats up to 28' launch from the old facility

After-There is a limitation of a vehicle and trailer not exceeding 40'. I have a 19' boat and I had to modify my trailer to accommodate the 40' requirement. My vehicle (Toyota Tacoma) plus trailer equals 39'. It would seem that my size boat would be the maximum sized boat that could launch from this facility. There are many boats a lot larger than mine from 20'-28' that would not be able to use this facility. A 28' boat would probably have a trailer that measures 34'-36' long. Add this to the vehicle which would be a  $\frac{3}{4}$  truck of 19' or so. The total of the vehicle and trailer would be 55'. Why is Ko'olina discriminating on the larger boats? This is illegal should not be allowed. This requirement needs to be changed to accommodate larger boats.

- Daily Launch Fee

Before-None

After-Launch Fee \$15 and Parking Fee \$10 or Total \$25/day.

No other major boat ramp facility requires payment for parking. Parking fee should be waived. I normally go fishing 2-3 times/month. These fees will cost over a period of 1 year an additional \$900.00.

As per the Agreement with the Phoenicians ramp, the annual fee collected was \$125/year with no parking fee. This would be an acceptable charge to the fishermen. Depending on the use of the facility, maybe the charge could be twofold, \$15/day or \$125/year. That way the fishermen who use it a few times per year would be glad to pay the \$15 and the fishermen who use it more often would be willing to pay the \$125/year.

- Hours of Operation

Before-Sunrise to Sunset

After-Sunrise to Sunset

- Number of ramps

Before-Two

After-Two

- Wash down area

Before-Three

After-Two+

With the space available I believe three boats can wash up at one time.

- VHF Radio

Before-Channel 71

After-Channel 71

- Parking Stalls

Before-30+ Stalls

After-28 stalls plus 2 handicap stalls

As you can see, many of the requirements are the same however the differences will cost the fishermen a lot of money to use this facility. For me, the watercraft policy cost \$300. Launch and Parking Fees \$900. Total I would have to spend an additional \$1200/year to launch at Ko'olina when I didn't have to spend anything before. I may as well buy fish instead of catching it. All us fishermen believe in equal to what was there before but it seems like Ko'olina wants to make money on this venture. I know the new boat ramp is a private facility open to the public however the fishermen should not be held hostage for this since the original facility was a public boat ramp.

In conclusion, we ask the Commission to require Ko'olina to:

1. Waive the Insurance requirements.
2. Revise the rule on vehicle and trailer size to allow larger boats to use this facility.
3. Revise the daily fees to eliminate the parking fee, maintain a launch fee of \$15.00/day with a provision to apply for a yearly launch fee of \$125.00/year with no parking fee.

Thank you,

Creighton S. Q. Chang

94-307 Loaa St

Waipahu, Hawaii 96797 10-16-15

ORIGINAL

October 12, 2015

Re: Ko Olina public boat ramp hearing  
Land Use Committee meeting on October 16, 2015

RECEIVED  
OCT 16 2015

STATE OF HAWAII  
LAND USE COMMISSION

Sir: My name is Rodney Ajifu and I am voicing my concerns at this Land Use Hearing along with the other nine boaters who I currently represent per the signed representation form that was presented in the initial LLC testimonial hearings nearly five years ago. We have not requested the Ko Olina Boat Ramp and Parking Agreement contract since the combined length of our vehicles and trailers exceed the 40 feet limitations set by Ko Olina. Mr. Ken Williams with the Ko Olina Community Association stated in his letter dated September 16, 2015 under subsection (3) " We were required by the Conditional Use Permit for this project to replace what was removed from the first boat ramp on the Makai side of the marina. The stalls at the first boat ramp were 40 feet and complied with standards prescribed by the City and County of Honolulu Department of Land Utilization ( DLU ). The turning accommodate the combined vehicle / trailer length of 40 feet ".

This is an incorrect statement since Ko Olina has not complied by providing the public boaters with a comparable public boat facility. The original boat ramp parking area was wider to allow all size of boats to be able to launch. Ko Olina knew the majority of the parked vehicles with their trailers were sticking out beyond the marked stall lines. This was a standard practice that was permitted by Ko Olina over the years with no notice given for any infractions. I question how can Ko Olina design its current public facility when they were fully aware of this fact unless to deliberately show a lack of applicants to justify the closure of this public boat ramp. I encourage you to review the original boat ramp plans with the newly built boat ramp plans to understand and question Ko Olina actions.

Finally, I posed the question to my personal insurance carrier Island Insurance Company if they would comply with Ko Olina insurance requirements should I later consider purchasing a smaller boat. They responded by saying my personal auto and homeowners insurance policies meet the underlining required limits set

by Ko Olina. However, to have KOCA, KOM, KO300, KORE and Ko Olina Developments LLC be listed as an additional named insured to the policy and having my policy be primary and the waiver of liability with no cause of action, claim and forever discharge Ko Olina of any damages to my vehicle and boat while at their premise is not acceptable and Island Insurance Company therefore declined to be a part of this signed contract and requested I find coverage elsewhere. It is very disturbing to know that Ko Olina requires strict insurance coverages on the public boaters and yet fails to be responsible should they cause damages to someone else property or bodily injuries.

I believe it is not what Ko Olina dictates to be a fair contract but rather what the Land Use Committee feels is a fair contract to be imposed in the State of Hawaii. I am therefore turning to you for your assistance in helping the public boaters with the blatant injustice Ko Olina has demonstrated. I have enclosed a copy of the Ko Olina Boat Ramp and Parking Agreement along with other supporting documents for your review and interpretations.

I am currently on vacation and will be returning back to the islands on Monday October the 19<sup>th</sup> but you can call me on my cell at (808) 754-8104 should there be any questions or concerns that I may be of assistance.

Sincerely,



Rodney Ajifu

Enclosures: Ko Olina Boat Ramp and Parking Agreement  
Ken Williams letter dated September 16, 2015  
Ko Olina Information and Rules for Use of the Ko Olina boat ramp  
and parking

## Ko Olina Boat Ramp and Parking Agreement

### I. Decals and Other Terms

Ko Olina Resort and Marina ("Marina") is equipped with a boat ramp and 30 designated parking stalls for vehicles and trailers. The Marina is privately owned by Ko Olina Ocean Marina, LLC ("KOM"), Ko Olina 300, LLC ("KO300"), and KORE 38 LLC ("KORE"). The boat ramp and 30 designated parking stalls are administered by the Ko Olina Community Association, Inc. ("KOCA") and made available to the public for non-commercial use. The following procedures must be followed by any boater who wishes to use the boat ramp and/or the designated parking stalls:

- A. Each boater (hereafter "Owner") must obtain decals from KOCA on an annual basis. Each Owner will be issued three (3) decals. One decal must be visible on the boat's bow. A second decal must be visible near the tongue of the trailer. The third decal must be on the vehicle's lower driver's side windshield. The decals will be issued by KOCA only after presentation of the following documents and verification of compliance with the following requirements:
1. Owner Information Form and a signed copy of this Agreement.
  2. Copy of current registration for vehicle, boat, and boat trailer, vehicle safety inspection, valid driver's license, and a valid no-fault or liability insurance identification card.
  3. Certificate of completion from a National Association of State Boating Law Administrators (NASBLA) approved course on the safe use and operation of a power driven boat as required by Hawaii Administrative Rules 13-244-15.5.
  4. Compliance with all state regulations.
  5. Marine VHF transceiver with Channel 71.
  6. Motor or engine in good operating condition.
  7. Certificates of insurance as provided in Paragraph 3 below.
  8. The total length of vehicle and trailer shall not exceed 40 feet.

Replacement decals may be obtained for a fee of \$10 per set.

- B. Owner agrees to pay the following fees, as applicable:

1. Daily launch fee of \$15.
2. Daily parking fee of \$10.

- C. Owner agrees to the following:

1. Owner agrees to procure at Owner's sole cost and expense and keep in force at all times during the entire term of this Agreement, the following minimum insurance coverages:

- a. Automobile Liability – The Owner will maintain an Auto Liability policy covering liability arising out of any auto and/or trailer of the Owner. Such insurance will have minimum limits of \$100,000 Each Person/\$300,000 Each Accident for Bodily Injury and \$50,000 Each Accident for Property Damage.
- b. Watercraft Liability – The Owner will maintain a Watercraft Liability policy covering liability arising out of any watercraft of the Owner. Coverage can be carried under the Owner’s Personal Liability policy for watercraft. Such insurance will have minimum limits of insurance of \$500,000 for Each Occurrence for Bodily Injury and Property Damage. In addition, this insurance must maintain coverage for salvage costs associated with grounding & sinking, damage to docks, pollution contamination, and wreck removal.

Owner must furnish KOCA with a certificate of insurance completed by a duly authorized representative of Owner's insurer certifying that such policy is in force and at least the minimum coverages required herein are in effect and that coverages will not be cancelled, non-renewed, or materially changed without 30 days advance notice to KOCA. The certificate of insurance must be provided before a decal will be issued. KOCA may require additional certificates of insurance from time to time to ensure that said policies remain in full force and effect. All insurance will be provided through companies authorized to do business in the State of Hawaii. All coverages required of the Owner will be primary over any insurance program carried by KOCA. The Owner will include KOCA, KOM, KO300, KORE, and Ko Olina Development, LLC., as Additional Insureds under all required insurance policies.

2. Owner, makes the following agreements for Owner and, as applicable, for Owner’s heirs, devisees, executors, administrators, representative, personal representatives, legal representatives, agents, successors, spouse, children, parents, Boards of Directors, directors, officers, employees, attorneys, members, insurers, assigns, and anyone else claiming by, through, or under Owner (collectively, “Persons Acting Through Owner”) which agreements shall survive the expiration or termination of this Agreement:
  - a. In consideration of the agreement of KOCA to permit Owner to use the Marina, Owner, for Owner’s self and all Persons Acting Through Owner, hereby releases and forever discharges KOCA, KOM, KO300, KORE, and Ko Olina Development, LLC, and their respective Boards of Directors, directors, officers, employees, representatives, agents, attorneys, members, insurers, successors, and assigns of and from any and all disputes, claims demands, actions, causes of action, claims for relief, liabilities, costs, expenses, fees, attorneys’ fees,



injuries, losses and damages whatsoever arising out of or related to, in any manner whatsoever, this Agreement, any acts taken pursuant to this Agreement, any acts of Owner or persons acting by, through, or under Owner, Owner's use of the boat ramp and/or the Kalaeloa Harbor entrance channel, and/or Owner's access to the Kalaeloa Harbor entrance channel.

- b. Owner, for Owner's self and all Persons Acting Through Owner, hereby agrees to indemnify, defend, and hold harmless KOCA, KOM, KO300, KORE, and Ko Olina Development, LLC and their respective Boards of Directors, directors, officers, employees, representatives, agents, attorneys, members, insurers, successors, and assigns from and against any and all disputes, claims demands, actions, causes of action, claims for relief, liabilities, costs, expenses, fees, attorneys' fees, injuries, losses and damages whatsoever arising out of or related to, in any manner whatsoever, this Agreement, any acts taken pursuant to this Agreement, any acts of Owner or persons acting by, through, or under Owner, Owner's use of the boat ramp and/or the Kalaeloa Harbor entrance channel and/or Owner's access to the Kalaeloa Harbor entrance channel.

D. Without limitation to the indemnity and waiver of liability provided above, Owner, for Owner's self and All Persons Acting Through Owner, agrees to indemnify, defend and hold harmless KOCA, KOM, KO300, KORE, and Ko Olina Development, LLC, and their respective Boards of Directors, directors, officers, employees, representatives, agents, attorneys, members, insurers, successors, and assigns from and against any and all disputes, claims, demands, actions, causes of action, claims for relief, liabilities, cost, expenses, fees, attorneys' fees, injuries, losses and damages whatsoever, (1) arising out of any boating accidents in the Marina or within the Kalaeloa Harbor entrance channel caused by any act or omission on the part of the Owner or any person acting by, through, or under Owner; (2) caused by any failure on the part of the Owner to maintain Owner's boat or any of Owner's equipment in safe condition; and/or (3) caused by any failure of Owner or any person acting by, through, or under Owner to comply with any of the terms, covenants and conditions herein or any applicable rules, regulations, ordinances and laws of the federal, state and/or city and county governments. This paragraph D. shall survive the expiration or termination of this Agreement.

E. Owner acknowledges and agrees that use of the boat ramp and designated parking stalls is conditional upon having a current decal visible on vehicle, boat, and trailer at all times. KOCA reserves the right to revoke or cancel any decal without notice in the event that Owner violates this Agreement, any of the conditions for use of the boat ramp or designated parking stalls, or any of the applicable rules or regulations imposed by KOCA, the Marina or any governmental authority.

Vehicles, boats and trailers that lack a visible current decal are subject to removal at the Owner's sole cost and expense.

- F. Use of the 30 designated parking stalls in the Marina is subject to having a current decal affixed to the vehicle and trailer. Any vehicle or trailer in a designated parking stall without a current decal is subject to tow at the Owner's sole cost and expense.
- G. This Agreement and the decals issued pursuant to this Agreement are non-transferable and non-renewable and will expire one year from the date of this Agreement, unless this Agreement is sooner terminated. Notwithstanding any other provision herein, KOCA reserves the right to terminate this Agreement at any time prior to the expiration of the one year term, at its discretion.
- H. KOCA is not responsible for any damage to or loss of any vehicles, trailers, or boats while using the boat ramp or the designated parking stalls or for damage to or loss of any personal property from vehicles, trailers, or boats while using these areas.
- I. The use of the designated parking stalls is on a "first come, first served" basis and KOCA cannot and does not guarantee availability of the designated parking stalls or any of them.
- J. Notwithstanding any other provision herein, KOCA reserves the right to close and/or change the hours of operation of the boat ramp and/or parking area from time to time as needed for repairs, events, and conflicts and concerns that may arise with private operations in the Marina, and/or other reasons determined appropriate by KOCA, acting by and through its Board.

## **II. Rules/Regulations**

### **A. General**

- 1. The boat ramp and designated parking stalls will generally be open from sunrise to sunset; provided, however, as set forth in Article I, Paragraph J above, KOCA reserves the right to close and/or change the hours of operation of the boat ramp and/or parking area from time to time as needed for repairs, events, and conflicts and concerns that may arise with private operations in the Marina, and/or other reasons determined appropriate by KOCA, acting by and through its Board.
- 2. Vehicles with trailered boats must enter/exit the Ko Olina Resort front gate via the right lane. Vehicles with trailered boats are restricted to the route on the attached access and location map. KOCA reserves the right to alter access route to the boat ramp in the future.

3. Transient dockage at the Marina may be available for overnights or late returnees at the posted rates.
4. Registered vehicles/trailers left overnight will be allowed to remain in a designated parking stall overnight to accommodate boaters who are staying out overnight or who return after the lot closes. Vehicles/trailers that remain in a designated parking more than one night may be towed at Owners' sole cost and expense.
5. No thrillcraft as defined by Section 200-23, Hawai'i Revised Statutes, including but not limited to jet skis, are permitted to be launched at the boat ramp or used within the Marina unless authorized by KOM.
6. Wash down area may be used for exterior boat and trailer rinsing only. Limit: 15 minutes per boat/trailer. No vehicle washing.
7. Draining on resort roads is strictly prohibited.
8. Boat ramp parking is to be used for registered boat ramp users only; it is not general parking for Marina users.
9. Trailer-only and vehicle-only parking in 40' stalls prohibited. Trailers must be hitched to a vehicle in the parking stall.
10. Owner agrees to comply with all the rules and regulations established by KOCA or the Marina.
11. The use of personal floatation devices shall at all times be required within the Marina as required by all applicable state and federal laws.
12. The use of any dock within the Marina except those appurtenant to the boat ramp is prohibited.
13. The consumption of alcohol and the use of any illegal substance at the Ko Olina boat ramp and parking facility are strictly prohibited. The consumption of alcohol and the use of any illegal substance in the boat while at the Ko Olina Marina are likewise prohibited.
14. Any suspicious behavior must be reported to the Aloha Team at (808) 676-6547.
15. The Ko Olina Marina Harbor Master can be reached at (808) 679-1050.
16. For additional rules see the Information and Rules for Use of the Ko Olina Boat Ramp and Parking ("Rules") which are attached hereto and made a part hereof. To the extent of any conflict between the terms of this

Agreement and the attached Rules, the terms of this Agreement shall govern and control.

B. Operation of Boats

The Marina leases an access easement over the deep draft entrance channel for Kalaeloa Harbor from the State of Hawaii. Thus, the following procedures, rules, and regulations must be observed by all boats operating in the entrance channel.

1. All boats must obtain clearance from the Ko Olina Harbor Master on VHF Channel 71.
2. Boats are not permitted to tie up to any pier or to cruise or anchor within Kalaeloa Harbor basin without prior permission from the Honolulu Harbor Master's Office or the Aloha Tower Marine Traffic Controller. Anchoring in the Marina is prohibited at all times except in the event of an emergency.
3. Boat traffic entering and departing the Marina must yield to commercial shipping traffic in the entrance channel.
4. Sailboats and other boats must be under auxiliary power while transiting the entrance channel. Sailboats must have their sails lowered while in the entrance channel.
5. The Rules of the Road, Hawaii Administrative Rules Title 13, Subtitle 11, Chapter 244 shall be applicable to the use of all boats transiting the entrance channel and while in the Marina.
6. Boat traffic entering and departing the Marina must follow visual warning and traffic control signals, as well as directions and commands from the chase boat provided by the Marina.
7. The State of Hawaii retains the right to maintain Kalaeloa Harbor and may, at any time, restrict access to the entrance channel. Owner acknowledges that in such event, KOCA may restrict use of the boat ramp.

C. Marina Use & Activities

1. Owner shall comply with all applicable rules, regulations, and instructions of the United States Coast Guard, all laws, ordinances, rules and regulations of any federal, state, city, local or other government agency regarding a boat or berthing in a Marina, and all rules and regulations regarding the Ko Olina Resort, including, but not limited to, all rules and

regulations regarding the lagoons, roads, common areas and other facilities and amenities within the Ko Olina Resort.

2. In accordance with all fire codes and regulations, all connections made to a Marina electric receptacle shall be the U.L. approved, weatherproof, three wire grounded type. No other type will be permitted. No connections may be made without proper authorization. Wiring must be sufficient amperage as required by the National Electrical Code. Undersized cords will be disconnected by KOM personnel. Cords may not be affixed or secured to docks, nor allowed to cross main walkways. Use of grills, open fires, welding equipment, and burning torches are not permitted anywhere in the Marina or aboard boats in the Marina.
3. Children under twelve (12) years of age are not permitted on the docks at any time without a parent or other responsible adult. Non-swimmers or toddlers must wear life jackets when on the docks or boat decks.
4. Fishing or swimming is prohibited within the Marina. Cleaning or disposing of fish and fish entrails in the ocean, boat ramp area, on the docks, or surrounding areas is strictly prohibited. Fish and fish entrails are not to be placed in the garbage dumpsters.
5. Animals, other than service animals<sup>1</sup> accompanying persons with disabilities as defined by the Americans With Disabilities Act, are not allowed on the Marina property or any property adjoining the Marina without the express written permission of KOM. Owners are responsible for the cleanup of any mess created by their animals.
6. Unauthorized advertising signs such as for sale, lease or charter signs shall not be displayed at the boat ramp or parking area.
7. Any boat using the boat ramp and parking area is to be used solely for pleasure and shall not be used for any commercial undertaking without the express written authorization of KOM.
8. Water, electrical cords, or mooring lines shall not be placed across the walkways. Boat Ramp and parking area shall be kept clean from grease, oil, polish or any other staining material. Owner shall be responsible for all clean-up costs.
9. No Owner will be permitted to cruise up and down the waterways. The use of any slip at any time without KOM's authorization is prohibited.

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<sup>1</sup> Dogs or miniature horses that are individually trained to do work or perform tasks for the benefit of the handicapped or disabled person or to provide the major life activities limited by the person's disability. Providing emotional support does not constitute work or tasks.

D. Repairs and Maintenance

1. Paint remover, burning of paint, sanders or spray guns shall not be used on topsides or above decks. Except for emergency repairs, no boat maintenance, repair, construction, painting, or overhaul whatsoever of any kind shall be allowed at any time in the Marina or in the boat ramp or parking area.
2. Waste oil is not to be placed in the garbage dumpsters, or spilled in the Marina waterways.

E. Noise Control

1. Unnecessary noise other than normal engine operation is prohibited including, but not limited to, outdoor electronically-amplified speakers, bullhorns, or similar noise-generating devices unless such devices, if any, are required for prudent Marina operation.

F. Navigation and Safety

1. Navigation within the Marina is subject to direction by the Ko Olina Harbor Master.
2. The buoyed navigational route must be followed when leaving and entering the Marina. The speed limit within the Marina and in the area between the Marina and buoys is wakeless speed.
3. No boat shall be operated in any manner that unnecessarily interferes with any other boat's free and proper navigation within the Marina.
4. Auxiliary motors on sailboats must be used within the Marina. Sailing or any other unmotorized modes of travel within the Marina is prohibited.
5. KOM reserves the right to board any boat in the event of any unsafe condition causing a prospective hazard to the Marina or surrounding boats.
6. If Owner's boat sinks or becomes inoperative within the Marina, Owner must immediately take action to remove the boat. If Owner fails to take immediate action, KOM may do so and in that event, Owner shall pay all costs and expenses incurred in such removal.
7. Owner should notify KOCA of any unsafe or hazardous condition that comes to Owner's attention. Disorderly conduct by any Owner or Owner's visitors that might cause a nuisance, harm to persons, damage to property, or harm to the reputation of KOCA or KOM is prohibited.

G. Waste and Hazardous Material Control

1. Owner shall not throw, discharge, or deposit from any boat any refuse, oil, or inflammable liquid ("waste materials") or any substances designated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. para 6901, et seq., the Federal Water Pollution Control Act, 33 U.S.C. para 1257, et seq., the Clean Air Act, 42 U.S.C. para 2001, et seq., or the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. para 9601, et seq. in the water or on the boat ramp and parking area. Boats with automatic bilge pumps shall be maintained in a manner that will prevent waste materials from being pumped automatically into the water. All waste and hazardous materials shall be deposited appropriately. Owner shall not empty any sanitation device in any toilet or lavatory facility at Ko Olina Resort.
2. Owner shall be responsible for any oil, paint or other materials spilled, dripped or otherwise applied to the boat ramp and parking area. Should it become necessary for Owner to clean the area, it will be done at Owner's expense.
3. Owner shall immediately notify KOCA of any oil, gasoline, or other discharge or spill.

H. Remedies for Violation of Agreement

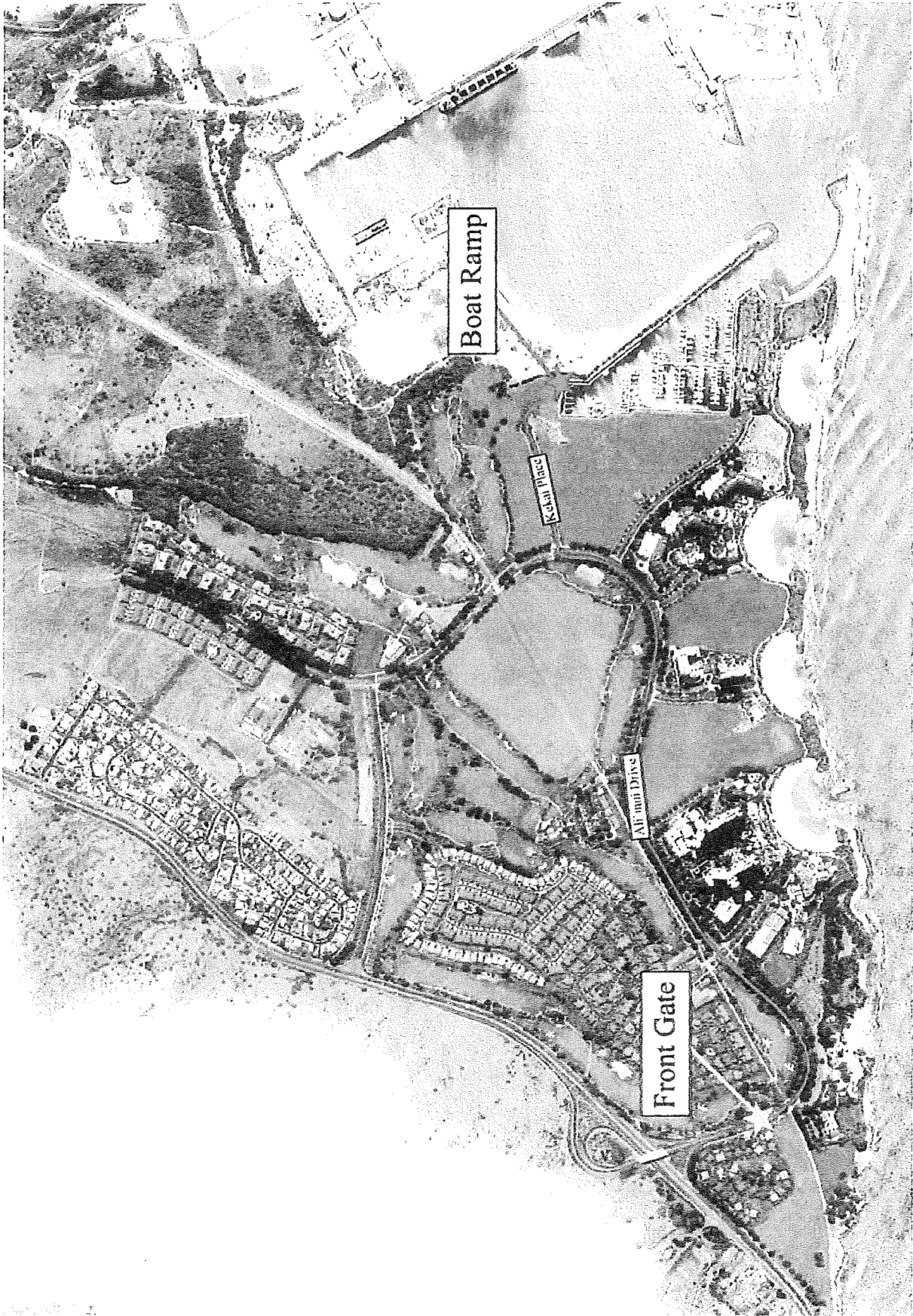
In the event of any violation or breach of this Agreement, including any violation or breach which threatens persons or property, the General Manager of KOCA shall have the authority in his sole discretion to immediately terminate this Agreement and revoke any decals. In addition, KOCA shall have available all other legal and equitable remedies to enforce this Agreement including a suit for injunctive relief and/or damages for all costs and expenses incurred in enforcement.

This Agreement is dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Owner:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature



Ko Olina Boat Ramp Access and Location Map



# K O O L I N A

11

September 16, 2015

Mr. Creighton Chang  
94-307 Loaa Street  
Waipahu, Hawaii 96797

Aloha Mr. Chang,

Thank you for your letter of September 3, 2015 to Kristin Vasquez of my office on the Ko Olina boat ramp. My name is Ken Williams, General Manager for Ko Olina Community Association, Inc.

The following are responses to your comments and questions in the order they appear in your letter:

1. Daily launch and parking fees assist in offsetting daily operating and maintenance costs and were determined to be reasonable based on the anticipated use of the facility. This fee structure allows boaters an option to pay a lesser fee should they not need to park their vehicle and trailer while out on the water or if they plan to motor to another boat ramp for pull-out. There was no mention in LUC hearings that fees would not be charged.
2. An information sheet is attached for use of the Ko Olina boat ramp and parking. Registration and boat ramp use is by appointment only. Please call (808) 676-4833 to schedule an appointment. Once registered, registration is valid for one year. At that point, a boater simply needs to call for a launch appointment and Ko Olina staff will be available at the boat ramp upon arrival.
3. We were required by the Conditional Use Permit for this project to replace what was removed from the first boat ramp on the makai side of the marina. The stalls at the first boat ramp were 40 feet and complied with standards prescribed by the City & County of Honolulu Department of Land Utilization (DLU). The turning radiuses of the parking lot's circulation pattern were also designed to accommodate the combined vehicle/trailer length of 40 feet.
4. There was in fact a requirement for insurance at the first ramp. We were required by DP2 at the time to waive this insurance requirement during an interim period of one year while Ko Olina worked on constructing a boat ramp at Kalaeloa Harbor to replace the first ramp. Watercraft liability coverage with minimum limits of insurance of \$500,000 is the same as the insurance limits required by State of Hawaii Department of Land and Natural Resources (DLNR) when leasing a slip in state-owned marinas. Boaters utilizing Ko Olina's

boat ramp will be navigating through a fully functioning private marina occupied by, in most cases, privately owned luxury vessels, which exposes the marina to substantial liability risks. Watercraft liability insurance is necessary to cover collisions with marina-berthed vessels, salvage costs for grounded and sunken boats, damage to docks, pollution containment, wreck removals and other mishaps.

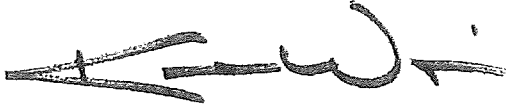
5. There are 28 regular stalls and 2 handicapped stalls for a total of 30. The handicapped stalls are located nearest to the ramp and are striped with blue paint.

The ramp was opened on July 20, 2015. An information sheet is attached for use of the Ko Olina boat ramp and parking.

Thank you for your interest in the Ko Olina boat ramp. I have copied the State agencies on your letter but would appreciate if you could distribute to others copied, as I do not have their contact information.

Sincerely,

Ko Olina Community Association, Inc.

A handwritten signature in black ink, appearing to read 'Ken Williams', with a stylized flourish at the end.

Ken Williams  
General Manager

Cc: Office of Planning  
Land Use Commission

Attachment: Information and Rules for Use of the Ko Olina Boat Ramp and Parking

# K O O L I N A

## INFORMATION AND RULES FOR USE OF THE KO OLINA BOAT RAMP AND PARKING

This is a brief summary of the requirements and rules boaters are required to meet and adhere to in order to obtain authorization to use the boat ramp and designated parking. The full terms and conditions of boat ramp and parking use are set forth in the Ko Olina Boat Ramp and Parking Agreement ("Agreement"), which can be obtained from the Ko Olina Community Association ("KOCA") by calling (808) 671-2512.

Ko Olina Resort is equipped with a boat ramp and 30 parking stalls for vehicles and trailers. The facilities are located on private property with allowed non-commercial public use.

Ko Olina Marina leases an access easement over the deep draft channel for Kalaeloa Harbor from the State of Hawaii, therefore the following procedures, requirements, state rules, and Coast Guard regulations must be observed by all boats operating in the same channel:

1. Decals will be issued by the Ko Olina Aloha Team upon verification of the following documents and requirements:
  - a. Owner Information Form and a signed copy of the Ko Olina Boat Ramp and Parking Agreement along with proof of insurance required by the Agreement.
  - b. Copy of current registration for vehicle, boat, and boat trailer, vehicle safety inspection, valid driver's license, and a valid no-fault or liability insurance identification card.
  - c. Certificate of completion from a National Association of State Boating Law Administrators (NASBLA) approved course on the safe use and operation of a power driven boat as required by Hawaii Administrative Rules 13-244-15.5.
  - d. Compliance with all state regulations.
  - e. All boats shall be equipped with a marine VHF transceiver with Channel 71 and a motor or engine in good operating condition.
  - f. Watercraft liability certificate of insurance that complies with the insurance provision in the Agreement. Watercraft liability coverage will have minimum limits of insurance of \$500,000 for Each Occurrence for Bodily Injury and Property Damage. In addition, this insurance must maintain coverage for salvage costs associated with grounding & sinking, damage to docks, pollution contamination, and wreck removal.
  - g. The total length of vehicle and trailer shall not exceed 40 feet.
2. Owner agrees to pay the following fees, as applicable:
  - a. Daily Launch Fee of \$15
  - b. Daily Parking Fee of \$10
3. Hours of Operation (Boat Ramp): The boat ramp and vehicle/trailer parking will generally be open from sunrise to sunset.
4. Boat Ramp Access: Vehicles with trailered boats must enter/exit the Ko Olina Resort front gate via the right lane. KOCA reserves the right to alter the access route to the boat ramp in the future. See attached access and location map.
5. Trailer-only and vehicle-only parking prohibited in 40' stalls. Trailers must be hitched to a vehicle in the parking stall. Registered vehicles/trailers left in the boat ramp parking lot after sunset will be allowed to remain for one night only. Vehicles/trailers in the lot for a second night will be subject to tow. Transient dockage at Ko Olina Marina may be available for late returnees at the posted rate.

6. Registration and boat ramp use is by appointment only. Please call (808) 676-4853 to schedule an appointment or (808) 671-2512 for information.
7. Obtain clearance from the Ko Olina Harbor Master on VHF channel 71 prior to and while transiting the channel.
8. Boats are not permitted to tie up to any pier or to cruise or anchor within Kalaheo Harbor basin without prior permission from the Honolulu Harbor Master's Office or the Aloha Tower Marine Traffic Controller.
9. Boats are not permitted to anchor in Ko Olina Marina except in the event of an emergency.
10. Boat traffic entering and departing Ko Olina Marina must yield to commercial shipping traffic in the entrance channel.
11. Sailing and other boats must be under auxiliary power while transiting the entrance channel. Sailboats must have their sails lowered while in the entrance channel.
12. The Rules of the Road, Hawaii Administrative Rules Title 13, Subtitle 11, Chapter 244 shall be applicable to the use of all boats transiting the entrance channel and while in Ko Olina Marina.
13. Boat traffic entering and departing Ko Olina must follow visual warning and traffic control signals, as well as directions and commands from the chase boat provided by Ko Olina Marina.
14. The use of personal floatation devices shall at all times be required within Ko Olina Marina and as required by all applicable state and federal laws.
15. The use of any dock within Ko Olina Marina, except those appurtenant to the ramp, is prohibited.
16. No boat shall be operated in any manner that unnecessarily interferes with any other boat's free and proper navigation within Ko Olina Marina.
17. The consumption of alcohol and the use of any illegal substance at the Ko Olina boat ramp and parking facility are strictly prohibited. The consumption of alcohol and the use of any illegal substance in the boat while in Ko Olina Marina are likewise prohibited.
18. Any suspicious behavior must be reported to the Aloha Team at (808) 676-6547.
19. The Ko Olina Marina Harbor Master can be reached at (808) 679-1050.

**Please refer to the Ko Olina Boat Ramp and Parking Agreement for additional rules, regulations, and details.**

**Key Contacts:**

General Information: Ko Olina Community Association (808) 671-2512

Registration and Boat Ramp Use Appointments: Aloha Team (808) 676-4853

*Safe Boating Is No Accident*