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To: [DLNR.BLNR.Testimony](#)
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Subject: [EXTERNAL] Testimony on BLNR Agenda Item J-4 for the July 14th BNLR meeting
Date: Thursday, July 13, 2023 8:31:55 AM
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Dear DLNR Chair Dawn Chang and members of the Board of Land and Natural Resources,

The July 14, 2023, BLNR Agenda Item J-4 regarding an existing parking lot contract with ProPark at the Lahaina Small Boat Harbor on Maui.

I am a community member interested in parking at harbors in Hawaii, I am wondering about the nearly three year gap.

The submittal from DLNR for today's meeting on this issue states the contract will expire September 30, 2020.

If the contract is back dated to September 30, 2020, does that mean nearly three years of parking revenue was lost? If so, can the estimated loss be assessed and documented? Was the parking free to boaters, surfers and other recreational users during the past three years? Why did it take so long to terminate the contract after tourism returned 1.5 years ago?

Does the \$8,000.00 deposit cover the money lost and do those funds go into the Boating Special Fund?

Maybe the Board members could inquire further into why the revenue wasn't enough for ProPark to fulfill their contract.

In the interest of accountability, per the contract, was the ProPark Parking permittee required to submit a letter setting forth the issues they faced that led to their inability to successfully complete this contract and an explanation of what factors they believe would have made the permit-contract successful?

For future contracts with Parking Companies, harbor parking stall users such as boaters, surfers and other recreational users would like to see better parking signage and a significant reduction in the number of vehicles towed from these recreational areas. We are hoping the Board members of the BLNR look into the issues of harbor parking and require more specific, public protecting, language in contracts with the parking and towing companies.

Please continue to schedule Parking Revocable Permits (or long term leases) contracts on the BLNR agenda.

Please do not defer parking contracts to the DLNR Chair alone. With due respect for the Chair's position and for the DOBOR familiarity with harbors the vendors, it is still important to give the public an opportunity to comment on the Parking contracts before Permits are renewed or extended.

For instance, DOBOR administrators and Parking Companies seeking permits could answer these questions:

1.

What does management of the parking operations include? Specific tasks, such as inspection of the lot(s) four times a day.

2.

Does the company have a mechanism, or capacity to offer discounted rates, or free parking, to Hawaii Residents?

3.

Will the company provide parking attendants, and will the parking attendants have the authority to give tickets?

4.

If the parking attendants are not issuing tickets, then who does?

5.

Possible qualified people could be Harbor Agents or DOCARE Officers, as proposed by legislators but rejected by DLNR previously. (In general, the community agrees, tickets should be issued by parking attendants.)

6.

How much will a parking meter overstay ticket cost?

7.

Will the Tow Truck drivers have access to the software that indicates when the meter expires?

8.

Should there be a grace period before a ticket is issued? Should there be a grace period for a tow?

9.

Are the BLNR members requesting to view the past year of 'post-tow hearing' meeting minutes and review the case outcomes before renewing a contract?

10.

Are the BLNR members requesting to view a one page excel sheet summarizing the monthly gross receipts over the past year?

11. Are the BLNR members requesting to inspect related contracts, for instance contracts (or MOA's) between the Parking permittee and the Towing Company permittee, and has any money been exchanged between these two LLC's?
12. Are there parking signs restricting 'worker parking' in the harbor recreational area?
13. Are there monthly records of the number of vehicles towed?
14. Can the number of towed vehicles per month be a public record?
15. How does the parking company plan to clear the recreational parking lots (or stalls) at 10:30 p.m., each night when the 'park' closes?
16. Who evaluates the pole signage and pavement ground signage for effectiveness? Does the signage meet the State's parking signage requirements?
17. There are many harbors throughout the State. Can the 'parking plan' maps for all State harbors be made in the same color scheme?

Thank you Board members for considering these questions when evaluating parking contracts.

Sincerely,

Kate Thompson

Boat Owner with a mooring permit at AWSBH

Attached is the type of wording in many of the current harbor parking contracts:

Minimum Duties of the Parking Permittee at AWSBH:

- Manage the Division of Boating and Ocean Recreation's ("DOBOR") parking operations at the harbor.
- Issue monthly parking permits and collect parking fees assessed in accordance with Hawaii Administrative Rules, Chapter 13-233.
- Collect the fees for the hourly parking.
- Submit a monthly gross receipts statement and EIGHTY PER CENT (80%) of gross receipts revenue to DOBOR within Ten (10) calendar days of the end of the preceding month.
- Work with DOBOR's parking equipment supplier to maintain and repair the parking equipment.
- Ensure parking compliance throughout the Premises and work directly with the DOBOR staff, DOCARE and DOBOR's towing contractor.
- Ensure that proper parking signage is displayed throughout the Premises.
- Monitor the 6-hour time limit within the free parking area to ensure compliance.
- Monitor free parking area to ensure no overnight parking. Closure times will be from 10:30 p.m. to 4:30 a.m.
- Participate in any and all post-tow hearings.