

**From:** [Kristen Kelly](#)  
**To:** [DLNR.BLNR.Testimony](#)  
**Subject:** [EXTERNAL] BLNR Item J-7 - Strong Opposition to Secure Parking LLC Contract Exceeding 6 Months  
**Date:** Tuesday, December 5, 2023 10:35:15 AM

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TESTIMONY OF **Kristen Kelly** **IN STRONG OPPOSITION** TO ISSUANCE OF A CONTRACT TO SECURE PARKING LLC THAT EXCEEDS 6 MONTHS. AGENDA ITEM J-7

Aloha Chair Chang and Members of the Board,

My name is **Kristen** and I am writing **in strong opposition** to the Division of Boating and Ocean Recreation's (DOBOR) staff recommendations to issue long term contracts to private parking companies. We are instead requesting that you issue a Revocable Permit to Secure Parking LLC for 6 months and **OPPOSE** any longer term contract such as the Direct Issuance.

The community needs 6 months to further research DOBOR and the unfulfilled [2008 negotiated Ala Wai Small Boat Harbor](#) recreational access agreement.

In addition, we must **END** the Instant Towing policies of DOBOR/DLNR/BLNR. Predatory towing practices are illegal and DLNR allows it to happen on a daily basis at the Ala Wai Small Boat Harbor. This illegal towing where they make you spend cash to get your car back after they have towed it.

Mahalo for your time and consideration,

**Kristen**

Sent from KK's iPhone  
Hope you are having a wonderful day!

**From:** [Elizabeth Weitz](#)  
**To:** [DLNR.BLNR.Testimony](#)  
**Subject:** [EXTERNAL] BLNR Item J-7: Strong Opposition to Secure Parking LLC Contract Exceeding 6 Months  
**Date:** Wednesday, December 6, 2023 8:17:43 AM  
**Attachments:** [Widget\\_1001fae7-e515-4362-acf4-ee439ffaed0d.png](#)  
[Widget\\_c839c8d0-b9ac-4dbb-9a07-4e8ee6b2f445.png](#)

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Aloha,

I feel that community members have reasonable concerns regarding management of the AWSBH parking lot that must be directly and specifically addressed before any long-term contract for this parking lot shall be approved. Therefore, I oppose the proposed 3-year contract for Secure Parking LLC to manage the AWSBH.

I initially wrote to the board when this issue came up in August with results from a survey I released to gather concerns regarding parking lot management, and I now write to you with updated results, which are largely the same as they were 4 months ago.

**Towing:** One of the big concerns is a liberal use of towing as an enforcer of violations in the parking lot. According to the existing parking contract with Secure Parking LLC, they work with Mr. Tow to monitor parking during closure (10:30pm - 4:30am). However, users of the lot report seeing tow-trucks towing aggressively at all times of day - for example, 55% of respondents have seen tow-trucks waiting in the parking lot (not actively towing) once a week or more often. Additionally, of respondents who were towed, most reported that the tow company demanded payment in cash. This matters for many reasons. **More than half of people who were towed say the experience made them return to the harbor less often.** I feel very strongly that management of a parking lot should not interfere with the public's enjoyment of the spaces those lots afford access to, and I hope you do too. Here are some quotes from people who use the harbor:

- "I can't tell where I can park without a problem."
- "I didn't even realize there was management."
- "Waiting to tow you, unclear rules, not safe."
- "This lot is known by everyone to be a money generation tool for the tow companies."
- "Tow truck drivers have been extremely aggressive in the last 2 months." [August, 2023]
- "I felt shaken and angry for a few weeks, because it felt like an unjust situation based on poorly designed signage and predatory practices." [after having been towed]

**Values upon which towing should be used:**

I believe a parking lot managed in good faith would aim to minimize towing. Compared to other parking management practices such as ticketing or a management system where you pay upon exit, towing is extremely disruptive to a person's day, and the cost can affect someone's life for an extended period, particularly if they are living paycheck to paycheck, as so many people in Hawai'i are.

When people were towed, they cited the following reasons that contributed to the incident: faded parking stall paint, not knowing what the different paint colors meant, not seeing any sign with parking instructions, and the sign not being clear. When a parking facility is well managed, these indicators (as to the cause of towing) should be ameliorated, making it easier to use the parking lot, leading to less frequent and less severe parking infractions. Therefore, I

urge frequency of towing to be one trackable metric by which successful management of the parking lot is measured, where reduced towing indicates that infractions are less frequent and severe.

**Appropriate use of tow practices should be specified within the contract for any Concessionaire who will manage the parking lot, such as:**

- A memorandum of agreement between the tow company and the parking lot management Concessionaire should be a detailed, publicly available document. (I submitted a UIPA records request for a memorandum of agreement between Mr. Tow and Secure Parking LLC, and though I was granted my request in its entirety, a memorandum of agreement was absent.)
- The tow company must never demand cash payment for people to get their vehicle back, and must always allow payment via card.
- Electronic records of the number of daily tows must be publicly available. These records should include from what kind of parking space, as to inform where problem areas are in order to then mitigate them with updates to management (such as improved signage in that area)

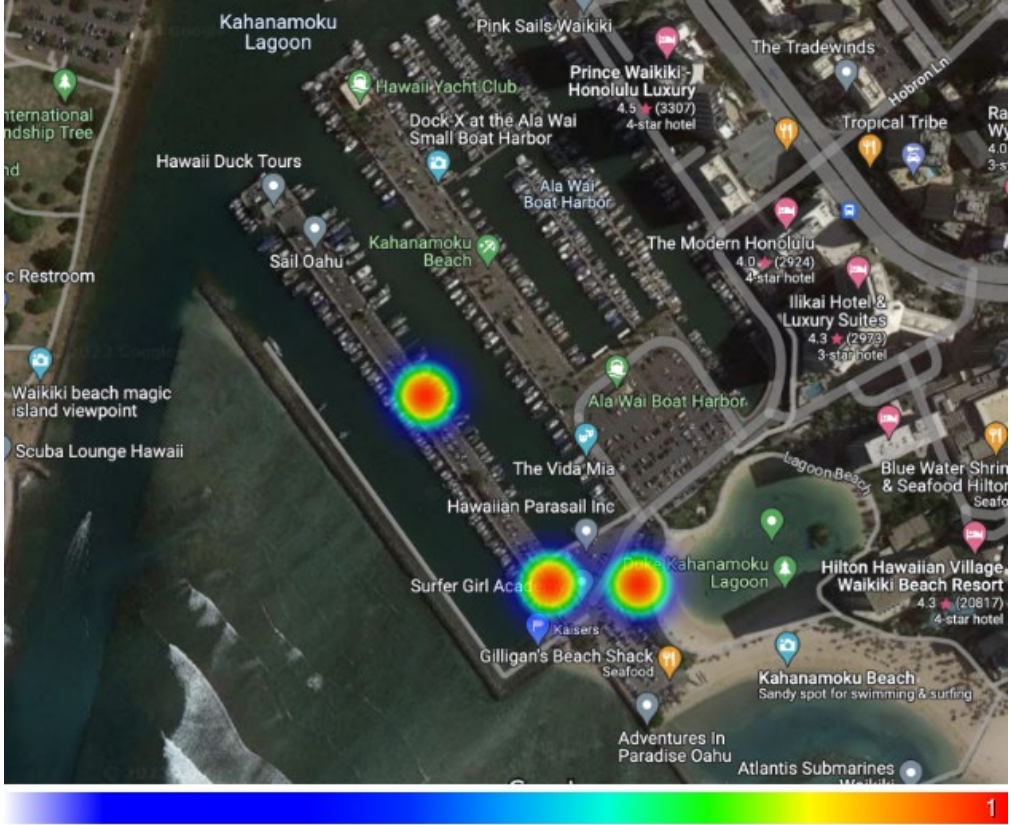
**Security:** Additionally, participants describe concerning experiences regarding vandalism and theft.

- Owners reported that most occurrences were during daylight - 100% for theft, 75% for vandalism
- Multiple people with experiences with vehicles getting stolen or vandalized request cameras that are high enough quality to actually identify offenders:
  - "I'm retired and I park at Kaiser, bowls public parking area almost every day. I generally surf for a couple of hours almost every day and a lot of the local surfers use the free public parking area but almost every day someone car gets broken into or stolen. we tend to watch each other's car but the thieves tend to watch the parking lot and gets their choice of which Is the most valuable to break into .the parking area is one of the last free parking area in Waikiki we're a lot of local people use what we need is surveillance cameras and get this thief"
  - "...we hear of a fellow surfer's car being stolen or broken into weekly. If officers cannot be present, it is imperative that the security camera system be upgraded so that they become a deterrent and can help identify the criminals in the act."
  - "The deciding factor in suspended sentence was that the security camera footage was grainy and too far away for the judge's liking. She said you can't really tell what she is doing circling your car...We received no restitution for \$17,000 of damage, except for our \$100 deductible. We were extremely disappointed that the cameras in such a high crime area are so ineffective!"
- Below are maps where people pointed out specifically where their vehicle was parked when it was stolen or vandalized.

***Location where vehicles were parked when they were vandalized***



**Location that vehicles were parked when stolen**



Mahalo,

Elizabeth Weitz

**From:** [Brian McEvilly](#)  
**To:** [DLNR, BLNR Testimony](#)  
**Subject:** [EXTERNAL] BLNR Item J-7: Strong Opposition to Secure Parking LLC Contract Exceeding 6 Months  
**Date:** Tuesday, December 5, 2023 6:07:03 PM

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**The community needs 6 months to further research DOBOR and the unfulfilled [2008 negotiated Ala Wai Small Boat Harbor](#) recreational access agreement.**

**We must END the Instant Towing policies of DOBOR/DLNR/BLNR. Predatory towing practices are illegal, and DLNR allows it to happen on a daily basis at the Ala Wai Small Boat Harbor.**

**Between 2007 and 2008, during a state funded mediation process, hundreds of citizens gave their testimony. The Board of Land and Natural Resources members fully addressed this matter in 2008 and all parties agreed to the maintenance (saving) of the 300 free parking stalls in this well documented and established agreement. DOBOR immediately took 'possession' of the 249 parking stalls, yet they never delivered on their side of the negotiated agreement! DOBOR in the formal agreement in 2008 (15 years ago) were to:**

- 1. Provide standard parking management. DOBOR agreed to monitor the 6-hour recreational time limit by providing parking attendants who issue citations, parking signage on poles, and ground striping. Provide clear signage and informational actions to prevent workers parking the 300 recreational stalls.**
- 2. Provide an ad hoc committee (Community and DOBOR Staff) to continue to refine parking signage and implement policies to improve and protect this beach access for the public.**

**Our community has been standing by requesting DOBOR to fulfill its promises in 2008. It's 2023, how long shall we wait?**

**Mahalo Board Members for the opportunity to submit testimony on these issues.  
Sincerely,  
Brian McEvilly**

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**From:** [Morgan Bonnet](#)  
**To:** [DLNR.BLNR.Testimony](#)  
**Subject:** [EXTERNAL] BLNR Item J-7: Strong Opposition to Secure Parking LLC Contract Exceeding 6 Months  
**Date:** Tuesday, December 5, 2023 12:40:10 PM

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Aloha,

The community needs 6 months to further research DOBOR and the unfulfilled 2008 negotiated Ala Wai Small Boat Harbor recreational access agreement.

We must **END** the Instant Towing policies of DOBOR/DLNR/BLNR. Predatory towing practices are **illegal**, and DLNR allows it to happen on a daily basis at the Ala Wai Small Boat Harbor.

Free parking is public good. Keep it that way!!

Mahalo,  
Morgan Bonnet  
HD-25 / SD-11

**From:** [heidi bornhorst](#)  
**To:** [DLNR.BLNR.Testimony](#)  
**Subject:** [EXTERNAL] BLNR item J-7: Strong opposition to Secure Parking LLC Contract Exceeding 6 months  
**Date:** Tuesday, December 5, 2023 3:12:11 PM

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We are opposed to paid parking and instant towing. this is Illegal

We work hard and pay taxes. This free parking has been a legacy, for Surfers and ocean users. promised to us by developers and Politicians. and DOBORS Harbors Division.

We have been to so many meetings, 'working' groups and Hearings, and so on, and given testimony about this for years!

Promises by Developers and Hotels seem to be forgotten. Excess Tourism and greed to take over every inch of our Aina, is not Pono.

we say A`OLE already! no means no.

Mahalo for Listening to us,

Aloha kakou,

Heidi Leianuenue Bornhorst



**From:** [Emily Brown](#)  
**To:** [DLNR.BLNR.Testimony](#)  
**Subject:** [EXTERNAL] BLNR Item J-7: Strong Opposition to Secure Parking LLC Contract Exceeding 6 Months  
**Date:** Tuesday, December 5, 2023 11:17:38 AM

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Hello!

I have so many fond memories surfing at Ala Wai Bowls with my friends. Due to the parking at Ala Wai Boat Harbor we were able to drive there with our boards and surf the spot. If you change accessibility to this, it will destroy the spot and the heart and community that is there.

Please do not do this.

Emily Brown

**From:** [krisnutritionist](#)  
**To:** [DLNR.BLNR.Testimony](#)  
**Subject:** [EXTERNAL] BLNR Item J-7: Strong Opposition to Secure Parking LLC Contract Exceeding 6 Months  
**Date:** Tuesday, December 5, 2023 3:50:02 PM

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Aloha BLNR Chair and Members,

As an ocean recreational user in my 60's who surfs daily at the Ala Wai Small Boat Harbor (AWSBH), I'd first like to express my extreme weariness at having to testify over and over to protect free parking for ocean users at AWSBH.

Since 2008, Ed Underwood, Administrator, Division of Boating and Ocean Recreation (DOBOR) has not implemented any of the agreed upon management plans for this parking. In fact, he has repeatedly attempted to surreptitiously reduce or eliminate this treasured resource for local ocean-loving generations of families. It seems to those of us who show up to testify (I was present at the 2020 BLNR meeting along with 100 others) that BLNR ought to be reviewing what is proposed by DOBOR more carefully.

Actual management of the Ocean Recreational Parking Area is nonexistent. Hotel workers (the same ones) park there daily with impunity because they know there is no enforcement of the rules. Not even citations.

As regards the towing contract, the predatory practices currently in place are not *pono*. The current contract must be limited to 6 months to allow the public to further research the harm done by predatory towing at the AWSBH.

Earlier this year, a surfer friend went for a surf prior to flying out on vacation that evening. She came in 40 minutes later to find her truck had been towed. Due to unreadable and very limited signage she did not realize she had parked in a boating stall. Of course she had no dry clothes, towel, or cell phone to go for help and nowhere to safely store her board.

In October, my spouse received a text message from someone claiming to be a DLNR Officer,

threatening to have his car towed from the AWSBH parking lot; the texter called it "my jurisdiction" and "State Land". Because we see predatory towing occurring regularly, my spouse reported it to the DLNR Oahu Branch Chief and followed up with documentation on November 13th, along with documentation on illegal surf schools at the AWSBH. We are awaiting a meaningful response.

Why is immediate (predatory) towing rather than ticketing occurring? Immediate towing may well be a money maker for DOBOR and/or its' Administrator, but it's wrong.

Respectfully, BLNR ought not be allowing a DOBOR Administrator to continue to introduce Agenda Items that require seeking public input without evidence that said input has been sought.

In conclusion, please limit the Secure Parking LLC Contract to 6 months. Please acknowledge the inaction since 2008 of convening an Ad Hoc Committee to address the

parking/towing/management issues at AWSBH, and please issue citations and tow the illegal hotel parkers! We are tired of hearing that "it's difficult to manage." It isn't. A person exiting their vehicle in a hotel uniform is not going to surf. The reality is that no resources are allotted (year after year) to manage the AWSBH.

We all cherish this last place in urban Honolulu where locals and families can enjoy some peace and joy in the ocean freely. Please help us protect it.

*Mahalo* to the BLNR Board for the opportunity to provide testimony

on Item J-7.

Respectfully,

Kristine Chung



**From:** [Nancy Emerson](#)  
**To:** [DLNR.BLNR.Testimony](#)  
**Subject:** [EXTERNAL] BLNR Item J-7: Strong Opposition to Secure Parking LLC Contract That Exceeds 6 Months  
**Date:** Wednesday, December 6, 2023 3:04:09 AM

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TESTIMONY OF Nancy Emerson IN **STRONG OPPOSITION** TO ISSUANCE OF A CONTRACT TO SECURE PARKING LLC THAT EXCEEDS 6 MONTHS. AGENDA ITEM J-7

Aloha Chair Chang and Members of the Board,

My name is **Nancy Emerson** and I am writing **in strong opposition** to the Division of Boating and Ocean Recreation's (DOBOR) staff recommendations to issue long term contracts to private parking companies. We are instead requesting that you issue a Revocable Permit to Secure Parking LLC for 6 months and OPPOSE any longer term contract such as the Direct Issuance.

**I live O'ahu and Maui part time now and I have been surfing on O'ahu since 1961, teaching and coaching surfing since 1986 on O'ahu and have lived Niu Valley, Aina Hina and Makaha. This area of Ala Moana, Rock Piles, Three's, Ala Rocks and Kaisers is some the Beat surf on O'ahu's South shores. And I use this parking area for Ohana and myself to go surf. Since the 60's the population has jumped so much, Coats of living, gas and just everything has doubled plus. Why make it even more difficult and hard for us locals to have to pay to park in what is our life style since the 1960's. Truly why are you hurting the people of not only O'ahu, but all of Hawai'i by slugging us with paying to park where it's so ridiculous expensive now to live. I have been paying State sales excise taxes for forty-four (44) years and this is just not fair to all ages to pay for to use of our natural beautiful ocean to use for recreation. I'm an older Kapuna now this parking makes it easy walk to get in the ocean and with the economy the way it is now, how ill I be able to pay for parking to use the ocean to go surf?**

The community needs 6 months to further research DOBOR and the unfulfilled [2008 negotiated Ala Wai Small Boat Harbor](#) recreational access agreement.

In addition, we must END the Instant Towing policies of DOBOR/DLNR/BLNR. Predatory towing practices are illegal and DLNR allows it to happen on a daily basis at the Ala Wai Small Boat Harbor.

Mahalo for your time and consideration,

**Sincerely**

**Nancy Emerson**

*Sincerely Aloha!*

Nancy Emerson

nancy@nancyemerson.surf

[www.nancyemerson.surf](http://www.nancyemerson.surf)

[www.surfclinics.com](http://www.surfclinics.com)

Best Text: In Hawaii & Australia

+61 413-380-933

Happy Surfing!

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**From:** [Haley Greene](#)  
**To:** [DLNR.BLNR.Testimony](#)  
**Subject:** [EXTERNAL] BLNR Item J-7: Strong Opposition to Secure Parking LLC Contract That Exceeds 6 Months  
**Date:** Wednesday, December 6, 2023 8:56:56 AM

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Aloha Chair Chang and Members of the Board,

My name is Haley Greene and I'm writing in strong opposition to the Division of Boating and Ocean Recreation's (DOBOR) staff recommendations to issue long term contracts to private parking companies. We are instead requesting that you issue a Revocable Permit to Secure Parking LLC for 6 months and OPPOSE any longer term contract such as the Direct Issuance.

I'm a surfer who uses this parking lot several days a week. Almost every time I'm in the parking lot, which is only for a brief time while I get ready to surf, I see the tow trucks circling the lot and witness a vehicle get towed. This pattern is really unusual because it's something I only witness happening in this parking lot and it feels extremely predatory. In other nearby parking lots, tickets are issued for parking violations. Please end these instant towing policies.

Mahalo for your time and consideration,

Haley

**From:** [Korynn Grenert](#)  
**To:** [DLNR.BLNR.Testimony](#)  
**Subject:** [EXTERNAL] BLNR Item J-7: Strong Opposition to Secure Parking LLC Contract Exceeding 6 Months  
**Date:** Tuesday, December 5, 2023 10:34:20 PM

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Aloha Chair Chang and Esteemed Members of the Board,

My name is Korynn Grenert, and I am writing in strong opposition to the Division of Boating and Ocean Recreation's (DOBOR) renewal of Secure Parking LLC's license with the Ala Wai State Boat Harbor (AWSBH). My vehicle was towed from AWSBH after parking for only a few minutes beyond 10:30 pm (the towing time), and the reason that I did not know about the 10:30 pm towing time was because there was a sign right next to my parking stall that had information on it stating a 6 am towing time due to construction that was occurring in the harbor. **When I went to Mr.Tow to pick up my towed vehicle, they demanded that I pay cash to retrieve my car**, even though Hawaii Revised Statutes §290-11 requires for towing companies to, "Accommodate payment by the vehicle owner for charges under paragraph (1) by cash, credit card, or debit card." When I brought this up with Mr.Tow, they refused to give me my vehicle even when I offered them both my credit and my debit card. When I called the non-emergency police line, the policeman refused to help me even though I gave him the exact HRS number and Statutory language stating that towing companies are required to accept all three methods of payment.

Not only is Mr.Tow illegally withholding towed vehicles from their owners by not allowing people to pay with anything but cash, but they are also committing predatory towing practices both within AWSBH and throughout Oahu. **I am currently a law student at the William S. Richardson School of Law, and Mr.Tow is committing trespass to chattel every time they withhold an owner's vehicle who has offered them credit or debit as payment.** Mr.Tow has many contracts around Oahu with private parking lots that allow them to tow vehicles off of those lots as soon as their parking meters expire, and based on the Google Reviews for Mr.Tow, they instruct everyone to pay with cash only and do not accept any other method of payment. AWSBH should contract with a company that operates legally, not one that is harassing people while most certainly pocketing hundreds of thousands of dollars each year in cash payments. Additionally, Secure Parking LLC's signage and incredibly poor ground markings in the harbor are purposefully unclear to increase the number of cars that are towed daily, and **AWSBH should be doing business with a more reputable company.**

I am not just a tax-paying resident that was born and raised on Oahu, I am an outrigger paddler, a surfer, and a sailor who uses the AWSBH often. To many others and myself, this harbor represents an important recreational area that connects tens of thousands of people to the ocean each year, and this gateway should not be tarnished by the fear of being towed for staying even one minute over your paid time. Towing in this manner does not help anyone except the towing company.

It is disheartening to learn of DOBOR's attempt to renew the license for three more years with Secure Parking LLC, and because of the illegal and predatory towing practices that Mr.Tow commits in connection with Secure Parking LLC, we find ourselves standing united in staunch opposition to this license renewal. This predatory towing places an undue financial burden on local families whose one free means of recreation is surfing, making access to the ocean a luxury they may not be able to afford into the future. DOBOR's agenda item J-7 provides no notice or opportunity for community input, a glaring oversight that disrespects the very



essence of democratic decision-making.

I urge you, members of the Board, to listen to our community's voices. This is one of the last spots near Waikiki beach where people can access the ocean for free, but the threat of being towed if misparked or for having paid and overstayed your time by only minutes is awful. **I urge you to vehemently reject the renewal of Secure Parking LLC's lease with AWSBH because their collusion with Mr. Tow to predatorily tow vehicles and illegally withhold them threatens the accessibility and safety of this cherished site.**

Mahalo for your time, attention, and consideration. Let us stand together in the spirit of community and preserve the legacy of the Ala Wai State Boat Harbor for generations to come.

With deepest concern,

Korynn Grenert  
(808) 675--8254  
[korynng@gmail.com](mailto:korynng@gmail.com)

**From:** [KEILI MCEVILLY](#)  
**To:** [DLNR.BLNR.Testimony](#)  
**Subject:** [EXTERNAL] BLNR Item J-7: Strong Opposition to Secure Parking LLC Contract Exceeding 6 Months  
**Date:** Tuesday, December 5, 2023 9:31:43 AM

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To whom it May Concern,

My name is Keili McEvelly and I am writing in strong opposition to the recommendations to eliminate and or restrict free recreational parking from 300 to 125 stalls at Ala wai state boat harbor. ANY changes to the parking at Ala Wai should be discussed with the community thoroughly before being brought before the board.

I am a Hawaiian, a surfer, a lover of this beach park, and an advocate for it to remain a free and welcome resource for all local residents. This is one of the only remaining "oasis" for the local community that has yet to be ruined or tainted by the capitalist tourism industry. Taking away access would be taking a step in the wrong direction for the future of responsible care-taking of Hawai'i.

Parking should remain free to the recreating public. Any fees imposed or unfair towing is not giving this special place and the community the respect they deserve.

Please do not impose any paid parking at ala wai boat harbor.

Sincerely,  
Keili McEvelly

**From:** [Marilyn Mick](#)  
**To:** [DLNR.BLNR.Testimony](#)  
**Subject:** [EXTERNAL] BLNR Item J-7: Strong Opposition to Secure Parking LLC Contract Exceeding 6 Months  
**Date:** Tuesday, December 5, 2023 1:44:46 PM

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Aloha Board Members,

The community needs 6 months to further research DOBOR and the unfulfilled 2008 negotiated Ala Wai Small Boat Harbor recreational access agreement.

We must END the Instant Towing policies of DOBOR/DLNR/BLNR. Predatory towing practices are illegal, and DLNR allows it to happen on a daily basis at the Ala Wai Small Boat Harbor.

Between 2007 and 2008, during a state funded mediation process, hundreds of citizens gave their testimony. The Board of Land and Natural Resources member fully addressed this matter in 2008 and all parties agreed to the maintenance (saving) of the 300 free parking stalls in this well documented and established agreement. DOBOR immediately took 'possession' of the 249 parking stalls, yet they never delivered on their side of the negotiated agreement! DOBOR in the formal agreement in 2008 (15 years ago) were to:

1. Provide standard parking management. DOBOR agreed to monitor the 6-hour recreational time limit by providing parking attendants who issue citations, parking signage on poles, and ground striping. Provide clear signage and informational actions to prevent workers parking the 300 recreational stalls.
2. Provide an ad hoc committee (Community and DOBOR Staff) to continue to refine parking signage and implement policies to improve and protect this beach access for the public.

Our community has been standing by requesting DOBOR's to fulfill its promises in 2008. It's 2023, how long shall we wait?

Mahalo, Marilyn Mick, Honolulu

**From:** [Shawna Moore](#)  
**To:** [DLNR.BLNR.Testimony](#)  
**Subject:** [EXTERNAL] BLNR Item J-7: Strong Opposition to Secure Parking LLC Contract That Exceeds 6 Months  
**Date:** Tuesday, December 5, 2023 2:31:42 PM

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TESTIMONY OF SHAWNA MOORE. **IN STRONG OPPOSITION** TO ISSUANCE OF A CONTRACT TO SECURE PARKING LLC THAT EXCEEDS 6 MONTHS.

AGENDA ITEM J-7

Aloha Chair Chang and Members of the Board,

My name is Shawna Moore and I am writing **in strong opposition** to the Division of Boating and Ocean Recreation's (DOBOR) staff recommendations to issue long term contracts to private parking companies. We are instead requesting that you issue a Revocable Permit to Secure Parking LLC for 6 months and **OPPOSE** any longer term contract such as the Direct Issuance.

I am a part time resident on Oahu and one of main reasons I come here is to surf. There is so little parking for surfers. It breaks my heart that this historic surfing parking lot would be lost to developement/fees.

The community needs 6 months to further research DOBOR and the unfulfilled [2008 negotiated Ala Wai Small Boat Harbor](#) recreational access agreement.

In addition, we must **END** the Instant Towing policies of DOBOR/DLNR/BLNR. Predatory towing practices are illegal and DLNR allows it to happen on a daily basis at the Ala Wai Small Boat Harbor. If I cannot visit this area to surf and park I will reconsider my annual visit to Oahu.

Mahalo for your time and consideration,

Shawna Moore, 406-261-6528

**From:** [Kate](#)  
**To:** [DLNR.BLNR.Testimony](#)  
**Subject:** [EXTERNAL] BLNR Item J-7: Strong Opposition to Secure Parking LLC Contract Exceeding 6 Months  
**Date:** Tuesday, December 5, 2023 8:39:52 PM

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Members,

**Keep free parking area. Provide standard parking management. DOBOR agreed to monitor the 6-hour recreational time limit by providing parking attendants who issue citations, parking signage on poles, and ground striping. Provide clear signage and informational actions to prevent workers parking the 300 recreational stalls.**

Thank you,

Kate here!  
Kate Paine

**From:** [Katarina R.](#)  
**To:** [DLNR.BLNR.Testimony](#)  
**Subject:** [EXTERNAL] BLNR Item J-7: Strong Opposition to Secure Parking LLC Contract Exceeding 6 Months  
**Date:** Tuesday, December 5, 2023 7:07:09 PM

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**Aloha Board Members,**

**The community needs 6 months to further research DOBOR and the unfulfilled [2008 negotiated Ala Wai Small Boat Harbor](#) recreational access agreement.**

**We must END the Instant Towing policies of DOBOR/DLNR/BLNR. Predatory towing practices are illegal, and DLNR allows it to happen on a daily basis at the Ala Wai Small Boat Harbor.**

**Between 2007 and 2008, during a state funded mediation process, hundreds of citizens gave their testimony. The Board of Land and Natural Resources member fully addressed this matter in 2008 and all parties agreed to the maintenance (saving) of the 300 free parking stalls in this well documented and established agreement. DOBOR immediately took 'possession' of the 249 parking stalls, yet they never delivered on their side of the negotiated agreement! DOBOR in the formal agreement in 2008 (15 years ago) were to:**

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- 2. Provide an ad hoc committee (Community and DOBOR Staff) to continue to refine parking signage and implement policies to improve and protect this beach access for the public.**

**Our community has been standing by requesting DOBOR's to fulfill its promises in 2008. It's 2023, how long shall we wait?**

**Mahalo Board Members for the opportunity to submit testimony on these issues.**

**Katarina Ruiz**



**From:** [selina\\_tarantino](mailto:selina_tarantino)  
**To:** [DLNR.BLNR.Testimony](#)  
**Subject:** [EXTERNAL] BLNR Item J-7: Strong Opposition to Secure Parking LLC Contract That Exceeds 6 Months  
**Date:** Wednesday, December 6, 2023 2:11:58 PM

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**Email:** [blnr.testimony@hawaii.gov](mailto:blnr.testimony@hawaii.gov)

**Use this subject line in your testimony email:** BLNR Item J-7: Strong Opposition to Secure Parking LLC Contract That Exceeds 6 Months

**Copy and past the following sample testimony:**

TESTIMONY OF Selina Tarantino **IN STRONG OPPOSITION** TO ISSUANCE OF A CONTRACT TO SECURE PARKING LLC THAT EXCEEDS 6 MONTHS. AGENDA ITEM J-7

Aloha Chair Chang and Members of the Board,

My name is Selina Tarantino and I am writing **in strong opposition** to the Division of Boating and Ocean Recreation's (DOBOR) staff recommendations to issue long term contracts to private parking companies. We are instead requesting that you issue a Revocable Permit to Secure Parking LLC for 6 months and **OPPOSE** any longer term contract such as the Direct Issuance.

I am a surfer and ocean enthusiast, and use the parking lot fairly frequently to surf, sail, or go to restaurants in the area. Having access to free parking is key to locals like me who want to surf, sail and enjoy Waikiki.

The community needs 6 months to further research DOBOR and the unfulfilled [2008 negotiated Ala Wai Small Boat Harbor](#) recreational access agreement.

In addition, we must **END** the Instant Towing policies of DOBOR/DLNR/BLNR. Predatory towing practices are illegal and DLNR allows it to happen on a daily basis at the Ala Wai Small Boat Harbor.

Mahalo for your time and consideration,

**Selina Tarantino**



**From:** [Rich](#)  
**To:** [DLNR.BLNR.Testimony](#)  
**Subject:** [EXTERNAL] I strongly Oppose Contracts with Secure Parking LLC J - 7  
**Date:** Tuesday, December 5, 2023 4:29:09 PM

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Board of Land and Natural Resource Members, please oppose contracts with Secure Parking LLC. I have been a victim of their overly aggressive towing.

- 1) I'd like an end to the Instant Towing policy! It's an egregious practice.
- 2) What's at the bottom of DOBOR's continual attempts to reduce the free public ocean access parking at the Ala Wai Harbor since 2007. Something is going on to the detriment of local people. Follow the money.

Aloha,  
Richard Smith

**From:** [Ryan Dadds](#)  
**To:** [DLNR.BLNR.Testimony](#)  
**Subject:** [EXTERNAL] J-7 Ala Wai Surf Parking  
**Date:** Tuesday, December 5, 2023 8:54:22 PM

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Hello,

I am writing to submit testimony for Item J-7 in strong opposition to Secure Parking LLC Contract that exceeds 6 months. As an avid surfer and resident of Oahu, it is very important to have a beach with easy, free access. Honolulu should maintain free surf parking as a service for tax paying residents to enjoy. Mahalo.

Ryan Dadds, MMS, PA-C, WCC

**From:** [ahuntemer@aol.com](mailto:ahuntemer@aol.com)  
**To:** [DLNR.BLNR.Testimony](#)  
**Subject:** [EXTERNAL] J-7 BLNR HEARING No more contracts with Secure Parking LLC  
**Date:** Tuesday, December 5, 2023 4:47:51 PM

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Dear Board of Land and Natural Resource Members,

There has been no end of problems with the DLNR contractor Secure Parking LLC.

The insanely unfair towing policy that has been causing incredible pain and suffering to our community members and visitors. The stalls are still not properly marked and general parking information is not signposted.

Why is DOBOR relentlessly attempting to reduce the free public ocean access parking at the Ala Wai Harbor for the last 15 years. Surely the tax paying, slip fee paying, surfing, swimming, boating people deserve a place to park while engaging in the recreational activities the Ala Wai Harbor is designed and intended for.

Thank you,  
Angela Huntemer  
Kahuku, Oahu  
Swimmer and Boater

**From:** [erik.tinhan@gmail.com](mailto:erik.tinhan@gmail.com)  
**To:** [DLNR.BLNR.Testimony](#)  
**Subject:** [EXTERNAL] J-7 Oppose contracts with Secure Parking LLC  
**Date:** Tuesday, December 5, 2023 4:58:28 PM

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Dear Board of Land and Natural Resource Members,

Please oppose contracts with Secure Parking LLC.

- 1) We must END the Instant Towing policy.
- 2) We need to get to the bottom of DOBOR's continual attempts to reduce the free public ocean access parking at the Ala Wai Harbor since 2007.

Thank you,  
Erik TinHan  
Ala Wai Harbor slip holder

**From:** [Chloe Murphy](#)  
**To:** [DLNR.BLNR.Testimony](#)  
**Subject:** [EXTERNAL] J-7 Oppose Contracts with Secure Parking LLC  
**Date:** Wednesday, December 6, 2023 7:21:47 AM

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Dear Board of Land and Natural Resources Members,  
Please oppose contracts with Secure Parking LLC.

1. We must end the Instant Towing policy.
2. We need to get to the bottom of DOBORs continual attempts to reduce the free public ocean access parking at the Ala Wai Harbor since 2007.

Mahalo,

Chloe Murphy

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**From:** [Colby Papenfuss](#)  
**To:** [DLNR.BLNR.Testimony](#)  
**Subject:** [EXTERNAL] J7 Oppose towing with secure parking LLC  
**Date:** Tuesday, December 5, 2023 9:31:33 PM

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Just wanted to say thank you for your time!

I am writing to say please end contracts with secure LLC parking, it would be greatly appreciated to maintain public, free parking at Ala Wai harbor. Thank you again.

-Colby Papenfuss

Sent from my iPhone

**From:** [sam\\_monet](#)  
**To:** [Arakawa, Daniel L](#); [DLNR.BLNR.Testimony](#); [DLNR.CO.PublicDLNR](#); [Statts, Meghan L](#)  
**Subject:** [EXTERNAL] Native Hawaiian rights to Waikiki Beach Testimony December 7, 2023  
**Date:** Wednesday, December 6, 2023 8:20:34 AM

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Testimony for Land Board meeting Thursday, December 7, 2023

Dear DLNR Director and Land Board Chair Dawn Chang,

A native Hawaiian you should know that for generations, native Hawaiians have had a unique cultural heritage that includes traditional religious and customary practices related to the use of land and water resources, including subsistence use of those resources, surfing, sailing and diving to feed our families at the Waikīkī Ahupua‘a.

The Ahupua‘a goes from the mountain to the sea. Its resources include the plants and fresh waters of the mountain streams and the right to free access to the ocean. Federal and state governments have recognized these rights and have a duty to protect them.

**Giving an advantage (Paid Parking at Bowls Beach) to persons (tourists) who traditionally and culturally have no rights under those special rights afforded to native Hawaiians violates the letter and intent of Hawaii Constitution and established state and federal law which your have a duty to protect.**

### **NATIVE HAWAIIAN SPECIAL STATUS**

Native Hawaiians have a unique cultural heritage that includes traditional religious, customary practices and subsistence related to the use of land and resources. The federal and state governments have recognized these rights and have a duty to protect them.

### **MEMORANDUM IN SUPPORT**

The state of Hawaii has a legal and moral obligation to give special protection and consideration for the traditional, cultural rights and sustenance of native Hawaiians at Waikiki Beach. This obligation is grounded in several federal and state laws that recognize and protect the unique cultural heritage and subsistence rights of native Hawaiians, and in the historical and social context of the relationship between native Hawaiians and the land and ocean.

First and foremost, the *Native Hawaiian Recognition Act of 1988* and the *Hawaiian Homes Commission Act of 1920* recognize and affirm the special political and legal relationship between the United States and the native Hawaiian people, and the unique cultural and subsistence rights of native Hawaiians to use and access the land and natural resources of Hawaii. These laws reflect the federal government's recognition of the historical and ongoing injustices and harms suffered by native Hawaiians as a result of colonialism, annexation, and cultural suppression, and its commitment to remediate and redress those harms through various programs and policies.

Second, the *Hawaii State Constitution* and state statutes provide additional protections and recognition for the traditional and cultural rights of native Hawaiians. *Article XII* of the Constitution establishes the Office of Hawaiian Affairs (OHA) and mandates that the state recognize and support the rights of native Hawaiians to their culture, language, and way of life. *The Hawaiian Homes Commission Act* and other state laws establish various programs and trusts to promote the social and economic well-being of native Hawaiians, including access to land, education, health care, and cultural practices.

Third, the historical and social context of the relationship between native Hawaiians and the land and ocean of Hawaii supports the special protection and consideration for the traditional and cultural rights of native Hawaiians at Waikiki Beach.

Traditional members or residents of the Ahupua'a have additional rights to use the resources of their Ahupau'a to sustain their family, by gathering or using the resources of the Ahupua'a to provide income to the family.

Surfing has been a traditional Hawaiian practice for centuries. Native Hawaiians have a constitutional right to engage in traditional and customary practices, including surfing at Waikiki. This right is grounded in Native Hawaiian culture and history, and it is protected by the First Amendment to the United States Constitution.

The tradition of the native Hawaiian surfing at Waikiki beaches dates back through Duke Kahanamoku and the days of the Hawaiian monarchy. Surfing and diving are essential parts of the Hawaiian cultural heritage and the continued practice of Hawaiian culture.

Surfing is a form of expression and a religious practice for many Native Hawaiians. Therefore, the government cannot interfere with this right without a compelling interest and narrowly tailored means.

**The government cannot rely on generalized interests or assumptions to justify its actions. Instead, it must provide specific and compelling**



## **reasons for denying Native Hawaiians the right to free access to Waikiki beach.**

Some court decisions that support the Native Hawaiian Waikiki Beaches access argument:

1. *Ka Pa'akai O Ka Aina v. Land Use Commission*, 94 Hawaii 31, 7 P.3rd 1068 (2000), a challenge by Hawaiian practitioners, among others, to the Land Use Commission's (LUC) decision to reclassify over 1000 acres of land in the *ahupua'a* of *Ka'upulehu* on Hawaii island from a Conservation to an Urban District designation. The issue on appeal was whether the LUC had met its duty to protect the traditional and customary practices asserted by native Hawaiians by approving the land reclassification. The court found that the LUC had not fulfilled its statutory duties because it had not reviewed and analyzed the "1) the identity and scope of 'valued cultural, historical, or natural resources' in the petition area, including the extent to which traditional and customary native Hawaiian rights are exercised in the petition area; 2) the extent to which those resources—including traditional and customary native Hawaiian rights—will be affected or impaired by the proposed action; and (3) the feasible action, if any, to be taken by the LUC to reasonably protect native Hawaiian rights if they are found to exist." *Kapa 'akai*, slip op. at p.15.
2. *Apau v. Ige*, 449 F. Supp. 3d 1148 (D. Haw. 2020) a federal court held that Native Hawaiians have a protected property interest in the practice of traditional and customary practices, including the right to access and use public lands for those purposes. The court found that the State of Hawaii had violated the plaintiffs' rights by denying them access to a beach that they had used for generations for traditional fishing practices.
3. *Kahawaiolaa v. Norton*, 386 F.3d 1271 (9th Cir. 2004) the Ninth Circuit Court of Appeals held that Native Hawaiians have a protected property interest in their cultural practices and that the government may not interfere with those practices without a compelling interest. The court recognized the historical and cultural significance of traditional Hawaiian practices and affirmed the right of Native Hawaiians to engage in those practices.
4. The Hawaii State Supreme Court's 1995 decision in *PASH v. Hawaii County Planning Commission*, 79 Hawaii 425, 903 P.2nd 1246 (1995) cert. denied, 517 U.S. 1163 (1996). An essential feature of this holding

is the Supreme Court's view that the county planning commission has a duty to inquire as to the exercise of traditional and customary rights practiced by Hawaiians on lands for which county approvals are sought and the impact proposed county action (such as approving a permit allowing development) will have on such practices. The Court stated: "[T]he State is obligated to protect the reasonable exercise of customarily and traditionally exercised rights of Hawaiians to the extent feasible."

5. The Hawaii Supreme Court's *Waiahole* decision articulated the Public Trust Doctrine as the standard by which the State must protect traditional and customary rights of Hawaiians and the exercise of traditional and customary rights, gathering and access, that other native rights exist as well.
6. *Hawaii v. Office of Hawaiian Affairs*, 556 U.S. 163 (2009) the US Supreme Court recognized that Native Hawaiians have a special status under federal law and are entitled to protection of their cultural and political rights.

Taken together, these decisions support the notion that Native Hawaiians have a protected property interest in the practice of traditional and customary practices, including the right to teach their kids surfing or diving at Waikiki Beaches. They also recognize the cultural and historical significance of traditional Hawaiian practices and affirm the right of Native Hawaiians to engage in those practices.

Sam Monet

**From:** [sam.monet](mailto:sam.monet)  
**To:** [Arakawa, Daniel L; DLNR, BLNR, Testimony](mailto:Arakawa.Daniel.L@DLNR.hawaii.gov)  
**Subject:** [EXTERNAL] Oahu Community Listening Session at Ala Wai harbor Denied  
**Date:** Tuesday, December 5, 2023 7:26:02 PM

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Dear Land Board members, I would like to testify at the Thursday 9 am meeting [BLNR.testimony@hawaii.gov](mailto:BLNR.testimony@hawaii.gov)

Why did the good local people who use Ala Wai Harbor to surf, play and park free for 3 generations, not get a chance to “share mana’o” as imitation, native Hawaiian Dawn Chang wrote "so we can work together in our lands, waters, iwi kupuna (bones of our ancestors?) and wahi pana” (what???:):):) like the folks at Keehi Lagoon.

Dawn's Hawaiian is not too good, it must be new Hawaiian.

We do not want a scam, we want to be heard and our traditional access to the Kai o Ahu'pua'a Waikiki, (the traditional waters off Waikiki) maintained as a matter of Hawaii Constitution and law.



Kamuela Ku'ali'i Kalani Kapu o Kamehameha Lindsey  
Local surfer sailor at Ala Wai Harbor

Halihali mai 'oe i ka po'e lahui Hawai'i. Ka ala nui Ea like me ke ka'awila.  
Imua a i hope. Ma lela no hana like kakou,  
a'ole hakaka, a'ole hukihuki, ALU LIKE.

People of Hawai'i lets get together. The road to Justice is like the Spokes of a Wheel. Go forward or back. The way to work is together. Don't fight or argue, COME TOGETHER.

On Dec 4, 2023, at 9:13 AM, Katherine Lindell <[katherine@hawaiiocceannews.com](mailto:katherine@hawaiiocceannews.com)> wrote:

Aloha,

Can we finally admit that Hawaii's DLNR rule making process is so corrupt that we can no longer look away from the negative impact that it is having on our community? Hawaii's OIP had to shut down a BLNR November 9th meeting because of Sunshine Law violations. But that's just the tiny tip of a huge iceberg.

The DLNR's latest plan will effectively cancel a long-standing community in Waikiki. Please have a look at Sally Ingstrom's latest post here: <https://hawaiiocceannews.com/index.php/2023/12/04/hawaii-dlnr-called-on-sunshine-laws-violation-will-try-again-to-cancel-the-bowls-surf-community/>

See the post on Twitter (X) here: <https://twitter.com/HawaiiOceanNews/status/1731743125335646353/photo/1>

Me ke aloha pumehana,

Katherine Lindell, editor  
[\*Hawaii Ocean News\*](#)

Sam Monet  
1741 Ala Moana Blvd. #98  
Honolulu, Hawaii 96815  
[monets001@hawaii.rr.com](mailto:monets001@hawaii.rr.com) December 3, 2023

Board of Land and Natural Resources  
[BLNR.testimony@hawaii.gov](mailto:BLNR.testimony@hawaii.gov)

Re: 9: 00 a.m J-7 Thursday December 7, 2023  
Public Testimony at Oahu Land Board hearing  
Against DLNR plan to terminate “Free” parking at Ala Wai Small Boat Harbor and public beach

I am a native Hawaiian, surfer and sailor who has been surfing at Ala Moana, in the ahupua'a Waikiki for over 60 years. **I would like to testify at that meeting.** December 7, is a day of infamy in our history, a sneak attack, which now appears to be re-enacted by our public servants at DLNR. We fought against it then and now.

**COLLECTIVE PUNISHMENT:** is a punishment or sanction imposed on a group for

acts allegedly perpetrated by someone else, which could be an ethnic or political group, or just the family, friends and neighbors of the perpetrator. Because individuals who are not responsible for the acts are targeted, collective punishment is not compatible with the basic principle of individual responsibility, equitable application of laws or rules.

DLNR argues that because people who are NOT recreational users are parking free at the harbor, Hilton hotel employees who illegally park all day along the lagoon fence beginning at about 6 a.m., **DLNR should impose a penalty on or punish ALL users, local surfers, boaters and other recreational users.**

**This is not an equitable, fair or just way for public employees or officials to manage public trust assets.** Those hotel employees are pocketing their monthly stipend for parking at the hotel. **HOTEL EMPLOYEES SHOULD NOT BE PARKING AT THE HARBOR.**

**The way to address this is to notify the Hotel that DLNR has authorized an employee to mark tires and WILL begin towing any cars that do not comply with the EXISTING parking regulations at the harbor.**

**The problem is not local surfers, beach goers and other recreational users parking at the harbor, it is management at DLNR.**

In March 2023 the Hawaii Legislature tabled a bill to convert the FREE Parking at Ala Wai Harbor to paid parking. **DLNR is again attempting an end run the Legislature at the Land Board.**

AWSBH has served as a hub for tourists, recreational boating and fishing, surfing, sailing and beach goers, a legal home for some to ease Hawaii's homeless problem, and a popular spot for paddling, surfing competitions and Friday night fireworks.

**It is the last place in Waikiki where local people, our children and families can come to a beach in Waikiki where we can park FREE, *Manuahi*.**

In addition, under this plan, local surfers will be forced to park at Ala Moana park where parking is FREE, they would then need to paddle across the Ala Wai canal and boat harbor entrance where a steady stream of commercial boats, canoes, private fishing and sail boats transit; **water pollution and many recent shark sightings make that paddle extremely dangerous for parents and their kids.**

**In meeting at AWSBH in March 2023, State of Hawaii DLNR administrator, sexual predator Ed Underwood declared that "the public will no longer get 300 free parking at Ala Wai Small Boat Harbor (AWSBH); but instead will have to pay for approximately 150 stalls in his new "paid parking" plan, and "overflow must instead park outside the harbor at the city's Ala Moana park"; because as he said "nothing is free".**

**When questioned about the danger to surfers paddling across from the Park, Underwood callously stated "that is not my problem".**

**Native Hawaiian Dawn Chang should be ashamed for allowing her agency to manipulate this Board to do the wrong thing against the people of Hawaii. The Lahaina fire was under her watch, the alleged "restoration" has been a nightmare**

**for locals and now she wants to make a mess of things at Ala Wai.**

300 plus FREE parking stalls at AWSBH is a matter of law.

**The State of Hawaii is prohibited from terminating free public parking at the AWSBH under the public trust doctrine and various legal precedents.**

In addition native Hawaiians who before the overthrow of the Hawaiian Monarchy in 1890s, traditionally, historically and currently parked “free” *manuahi* at AWSBH with access through what is now called *Kahanamoku* Lane to the beach and ocean to dive, fish, pick limu and opihi, surf, paddle canoe, sail and otherwise utilize the beach and ocean for customary rights for subsistence, to practice their native Hawaiian religion and culture, secured by federal and state Constitution and law.

Because AWSBH is a navigable waterway, was developed by the Army Corps of Engineers, is maintained in part with millions of dollars of federal funds and the issues are federal questions, Federal court has jurisdiction.

First, the public trust doctrine requires that certain natural resources and assets, including navigable waters, the water and submerged lands, be held in trust by the government for the benefit of the public. As a public trust asset, the AWSBH is subject to this doctrine and must be managed in a manner that preserves and enhances public access and use.

**Termination of free public parking would directly limit native Hawaiian and the public's historic and as stated in its development plans, funding and construction, ability to access and use this asset, and therefore violates the public trust doctrine.**

Second, the Ninth Circuit Court of Appeals has held that the public trust doctrine applies to navigable waters and adjacent lands, including public beaches and parking areas. In *Hawaii's Thousand Friends v. Anderson*, 374 F.3d 668 (9th Cir. 2004), the court affirmed that the public trust doctrine requires the State of Hawaii to manage its public trust resources in a manner that prioritizes public access and use, and prohibits the state from privatizing or otherwise transferring control over these resources to private parties.

Third, the Hawaii Supreme Court has also recognized the importance of public access and use in managing public trust resources. In *Diamond v. Dobbin*, 319 P.3d 1017 (Haw. 2014), the court held that the State of Hawaii had violated the public trust doctrine by granting a private developer exclusive use of a public beach, thereby limiting public access and use. The court reaffirmed the public's right to access and use public trust resources and held that the state has a duty to manage these resources for the benefit of the public.

Fourth, the State of Hawaii has a legal obligation to provide adequate public access and use of public trust assets under state and federal law. For example, under the Americans with Disabilities Act, the state is required to provide accessible parking spaces and other accommodations to ensure that individuals with disabilities have equal access to public facilities.

Finally, Hawaiian rights are broadly defined in Article 12, Section 7 of the Hawaii Constitution, Hawaii Revised Statutes Section 1-1, and Hawaii Revised Statutes Section 7-1. These provisions commonly refer to the right of Hawaiians to exercise their traditional and customary rights for subsistence, cultural, and religious purposes, subject to the right of the State to regulate such rights.

State's rights to regulate have been narrowly defined by federal and state supreme court and lower court decisions. In State Supreme Court's 1995 decision in *PASH v. Hawaii County Planning Commission*, 79 Hawaii 425, 903 P.2d 1246 (1995) cert. denied, 517 U.S. 1163 (1996); the Court stated: "[T]he State is obligated to protect the reasonable exercise of customarily and traditionally exercised rights of Hawaiians to the extent feasible."

Again in *Ka Pa'akai O Ka Aina v. Land Use Commission*, 94 Hawaii 31, 7 P.3rd 1068 (2000) set forth a 3 step process by which State agencies must evaluate and reasonably protect the native Hawaiian rights to access, traditional and customary rights for subsistence, cultural, and religious purposes; **violated by DLNR in its decision making process.**

In the *Waiahole Ditch Contested Case*, the Courts confirmed that traditional and cultural native Hawaiian rights shall not be diminished or extinguished by a failure to apply for or to receive a permit.

*PASH*, *Kapa'akai*, and *Waiahole*, require governmental entities to not only define the traditional and customary rights affected by any proposed action but also to render findings on the impacts and mitigation necessary to lessen the impact on the exercise of these rights by Hawaiians.

**The State of Hawaii cannot terminate ANY free public parking at the Ala Wai Small Boat Harbor without violating the public trust doctrine** and various legal precedents that prioritize public access and use of public trust resources. Any attempt to restrict public access to and enjoyment of AWSBH would be contrary to the state's legal obligations and could end up in a federal court, confirmation and an award for (class action) Plaintiffs.

Sam Monet

**From:** [Rick Pelton](#)  
**To:** [DLNR.BLNR.Testimony](#)  
**Subject:** [EXTERNAL] OPPOSE any contracts with Secure Parking LCC: My car was towed from the Ala Wai Boat Harbor  
**Date:** Wednesday, December 6, 2023 5:33:05 AM

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As a boat captain on one of the boats in the AliWai I've seen some outrageous towing issues. A few months back we had a guest that had her rental towed not because it was over the time limit, but because she had missed one letter on license plate number. Not only did she have to pay for towing but she also got gouged for the taxi ride to find the car. She said she and her family would not vacation in Hawaii again. The one letter mistake cost her over \$300.

R, Pelton  
808-224-5107  
Deepcrmp@hotmail.com



Department of Land and Natural Resources, Hawaii

December 8, 2023 -Scheduled Meeting

Dear Members of the BLNR,

**J-7 Testimony submitted by Kathleen Doering:  
AGENDA -J-7 Opposition to “free parking stall changes” and Secure Parking Service currently monitoring the public parking at Ala Wai Harbor & Beach**

I am opposing all changes in the number of “**free**” recreational parking stalls available for public use in the Ala Wai Boat Harbor beach access area. As noted below-the...

“Division of Boating and Ocean Recreation’s (DOBOR) staff recommendations are to either **eliminate free recreational parking stalls** or **restrict free recreational parking** from 300 to 125 free stalls at the Ala Wai State Boat Harbor (AWSBH).”

NOTE:

“BLNR approved DOBOR’s parking plan with the compromise that at least 300 stalls remain free of charge (6h time limit ) and no parking allowed from “10:30pm to 4:30am”

“SB1034 -passed earlier (2023) by the Hawaii Senate Water and Land and Hawaiian Affairs Committee guaranteed protection of these 300 free recreational parking stalls”

Parking restrictions currently enforced now at AWSBH have resulted in numerous daily towing of automobiles from this area. Boat owners as well are affected by the DOBOR recommendations and will and do have their current parking impacted.

Current public parking stalls are *poorly identified and insufficiently monitored*. Towing trucks are frequently seen perusing this area at all times during the day and evening.

Secure Parking Service has limited personnel (no one) present at the public parking area to check on parking time violations.

What is the overarching need to eliminate and/or restrict (6) six-hour public parking at a public beach access location?

Hawaii state citizens also are beneficiaries of the availability of these free parking stalls -with many Hawaii families coming to the beach on weekends for picnics. A (6) six-hour parking time

is reasonable for these events. However, restricting parking to 3 hours is not practical and will only promote more tourist parking into this area defeating access to beach activities-such as: surfing, canoeing, paddleboarding, BBQ events, etc. that require set-up time and sharing of an event.

As a local Hawaii resident living nearby in Waikiki, the access to these free recreational parking stalls allows for my Oahu based friends to drive and park nearby for us all to enjoy a beach or boating day activity.

Respectfully submitted via email on December 5, 2023, by

A handwritten signature in black ink, appearing to read "Kathleen Davis". The signature is written in a cursive style with a large, looping initial 'K'.

## Testimonial: Opposing Item J-7

I OPPOSE Item J-7 dated December 7, 2023, which pertains to direct issuance and continuation for parking to Secure Parking Hawaii LLC.

I would like to extend my sincere appreciation to the Board of Land and Natural Resources (BLNR) and Division of Boating and Ocean Recreation (DOBOR) for their decision to remove the "REMARKS" section in the November 9, 2023 submittal from the December 7, 2023 submittal. It is crucial that the number of FREE stalls is given the prominence it deserves, standing on its own for clear understanding and transparency in the decision-making process.

I am writing this testimonial to express my concern and seek clarification regarding Item J-7 in December 7, 2023 Submittal to the BLNR for approval, which selected Secure Parking Hawai'i LLC over Diamond Parking Services for the management of vehicular parking at the Ala Wai Small Boat Harbor.

When comparing proposals from both Secure Parking Hawaii LLC and Diamond Parking Services it appears that Diamond Parking Services was the superior choice. For instance, Diamond Parking Services offered better concession fees, cancellation protection, and a force majeure policy, all of which would significantly benefit the state. Considering Diamond Parking Services' decade-long track record of responsible permittee management, as stated by DOBOR in the staff submission dated September 11, 2020, it raises questions about the decision-making process:

1. Has awarding the vehicular permit to Secure Parking had anything to do with what transpired July 31, 2020. In the January 8, 2021 submittal DOBOR Item J-7, exhibit A dated September 11, 2020, it is stated, "Due to the economic impact that resulted from the Covid-19 pandemic shut down, Diamond requested that the contract be renegotiated. Staff and Diamond were not able to agree to terms acceptable to the State." It is important to note that Diamond Parking elected to remove their equipment as of July 31, 2020.
2. Were these terms that were discussed between staff and Diamond Parking ever brought to the BLNR for discussion? If not, who was acting on behalf of the State?

One more point is important to consider in relation to understanding of the vehicular permit. In the January 8, 2021 submittal under Item J-4, a request was made for an amendment to replace Chapter 102-2 with Chapter 103-D-302.

1. Could you kindly provide insights into how the procurement process, particularly under HRS 103D, was followed in the selection of Secure Parking Hawai'i LLC?
2. It appears that the requirements outlined in HRS 103D-101 for ethical public procurement were not followed. As a concerned stakeholder, it is essential to understand the criteria and considerations that led to the selection of Secure Parking Hawai'i LLC over Diamond Parking Services.

Finally, a comprehensive list of obligations for each party has yet to be compiled, despite repeated discussions before the BLNR since 2008. Notably, Board member Mr. Tim Johns sought more details about the parking management plan on May 23, 2008, and, more recently, Board member Mr. Tommy Oi inquired about the specifics on September 10, 2021 (Item J-1). This inquiry pertained to the issuance of a revocable permit to Secure Parking Hawai'i LLC for the management of vehicular parking at the Ala Wai Small Boat Harbor. The historical context confirms that these issues are not new but continue to warrant further examination. During the meeting on September 10, 2021, Mr. Ed Underwood, from DOBOR, provided insights into the proposed parking management plan. However, despite specific assurances made during the meeting, it appears that there has been no tangible follow-up or implementation of the outlined measures.

Until today, there is still NO DETAILED LIST of a parking management plan which outlines what each party is obligated to do in this contract.

#### QUESTIONS:

1. Who pays for the APP fee or credit card fees?
2. Why has DOBOR changed from a flat fee to a minimum or percentage, whichever is greater, and now percentage only?
3. Why is the State creating the same money split when the State OWNS the equipment as to when the vendor owned the equipment?
4. If parking fees are raised from \$1.00 to \$2.00 an hour, what will the State increase in revenue be and where is the money going to?
5. How many permitted stalls are vacant now, and what is being done to generate revenue from empty permitted and paid stalls?
6. Is DLNR/DOBOR using boating funds to finance DOCARE law enforcement positions? If so, how is AWSBH receiving benefits?
7. Is it true that all revenue received goes into a general boating fund to take care of all State harbors and not just to AWSBH?

I urge the BLNR and the DOBOR to provide an explanation of the factors that influenced the selection of Secure Parking Hawai'i LLC and how the decision aligns with the principles of ethical public procurement, as outlined in HRS 103D-101.

Mahalo,  
Keone Downing  
SAVE OUR SURF



## Ala Wai Boat Harbor and Surrounding Area Issues

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Hardy Spoehr <hspoehr7@gmail.com>

Thursday, December 7, 2023,

To: [blnr.testimony@hawaii.gov](mailto:blnr.testimony@hawaii.gov) - DOBOR

Aloha. One can not help but ponder why the issues surrounding the Ala Wai Boat Harbor and its surrounding area have continued to remain unsettled over many years. As an observer of this protracted story and a user of this area's waters and beaches for over 60 years as a paddler and surfer I offer a couple of thoughts:

**AREA STATUS:** These lands are "accretion lands" and as such have a special status within the definition of "Public lands" which need to be managed within the identified purposes for their management as defined within Section 5 of the Admissions Act.

**MANAGEMENT:** Keeping in mind the Area's status, the State of Hawai'i serves as trustee and manager for these lands in accordance with the Admissions Act. In recent years, there have been a number of issues with the State's management including (1) failed efforts to act on behalf of the users of the harbor in its attempts to "privatize" its managerial responsibilities as evidenced by very premature closures of long-standing support facilities (TEXICO, Ala Wai Marine, and the lack of a pumping station); the fact that this meeting is being held today; and (2) on-going issues surrounding parking in the harbor and surrounding areas.

### THOUGHTS ABOUT RESOLUTION:

(1) in terms of management, it's time for the State to realize its responsibilities as an active manager for these public trust lands. Giving up direct public control of this area will only allow a privatizer or privatizers to attempt to make revenues from a marine resource at the expense of public users. To rid itself of its direct management responsibilities was and continues to be a big mistake and a shirking of its fiduciary responsibilities to the public. It's time to actively manage the harbor for the benefit of its users by (1) getting contracts out to re-establish the fuel dock, pumping station, and other supporting activities and (2) form an active boat users advisory committee to work once again not only with DOBOR but with all appropriate State agencies.

(2) In terms of parking, the State has made a commitment to maintain over 300 free parking stalls for public recreational use of the beaches and surrounding waters. It's critical to remember that these are the only free parking stalls fronting or near the waters of Waikiki for public use moving Diamond Head almost a mile down the coast to Kapi'olani Park. It is also noteworthy that the State has maintained a number of parking stalls for private use which it uses for revenue generation. These funds need to go back to making improvements for the users of this area within the definitions for use of revenues derived from lands within Section 5 of the Admissions Act. For those folks parking in the free stalls for other than recreational purposes, their cars should be "tagged" or towed if in violation. It is important that proper signage be maintained for this, and it is recommended that enforcement of all the parking in this area be assigned to the State Department of Accounting and General Services (DAGS) Parking Control Branch which generally handles monitoring and other parking issues for the State.

Mahalo...Thank you for the opportunity to submit testimony on these issues.

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