

From: [Brandon Asuncion](#)
To: [DLNR.BLNR.Testimony](#)
Subject: [EXTERNAL] Oppose J-1 Parking Management Contract with Secure Parking
Date: Wednesday, April 10, 2024 8:03:14 AM

Aloha,

I am opposed to J-1, the 5 year Parking Management Contract in Ma'alaea's small boat harbor.

Brandon Asuncion

From: [Michael Cramer](#)
To: [DLNR.BLNR.Testimony](#); [Kate Thompson](#)
Subject: [EXTERNAL] Oppose J-1 Parking Management Contract with Secure Parking
Date: Tuesday, April 9, 2024 9:39:48 PM

Aloha Those Responsible,

I am writing in strong will that you oppose this misguided proposal. The company of Secure Parking is predatory on our community and gives tourists a bad taste of Hawai'i. To force instant fines on tax paying constituents, or criminalizing drivers, as well as giving authority of policemenhip to Secure Parking, would be nothing more than getting in bed w/ these corrupt ideals. This issue can have detrimental effects on our islands and i implore you to consider the harm this will cause. Thank you for the understanding in this matter.

Mahalo nui,
M. Cramer
(808)518-8971
Boater & Voter

From: [Kawai Anakalea Garran](#)
To: [DLNR.BLNR.Testimony](#)
Subject: [EXTERNAL] asking board members to OPPOSE J-1, the 5 year Parking Management Contract
Date: Tuesday, April 9, 2024 9:48:27 PM

asking board members to OPPOSE J-1, the 5 year Parking Management Contract

From: [JONATHAN HALFORD](#)
To: [DLNR.BLNR.Testimony](#)
Subject: [EXTERNAL] paid parking Ma'alaea
Date: Wednesday, April 10, 2024 7:52:28 PM

after being an ocean user out of Ma'alaea harbor since 1971, and also being a charterboat owner/operator there since 2013, I question why commercial charterboats that pay all the insurance, tax and state harbor fees.... are also required to pay parking fees when commercial and recreational trailer boats owe none... we provide way more monthly income to the state...you can figure our the rest...

Sent from my iPhone

From: [info Surf Parking](#)
To: [DLNR.BLNR.Testimony](#)
Subject: [EXTERNAL] Oppose J-1 Parking Management Contract with Secure Parking
Date: Wednesday, April 10, 2024 5:51:31 PM

Oppose J-1 Parking Management Contract with Secure Parking

DLNR practice of instant towing for minor parking violations if not respectful of locals and visitors. DLNR must start being fair and issuing normal \$35.00 citations.

I wish to appear by zoom link on Friday thank you

Maggie Hallahan

From: [Solomon Kawamae](#)
To: [DLNR.BLNR.Testimony](#)
Subject: [EXTERNAL] Oppose J-1 Parking Management Contract with Secure Parking
Date: Wednesday, April 10, 2024 12:14:02 PM

I oppose J-1 Parking Management Contract with Secure Parking because I and the people do not feel secure without proper postage of awareness. It is the same as having your car stolen and having to pay to get it back. This is an awful way to regulate especially because there isn't a thorough procedure.

Get [Outlook for Android](#)

From: [Kate](#)
To: [DLNR.BLNR.Testimony](#)
Subject: [EXTERNAL] Maalaia Boat Harbor Parking
Date: Tuesday, April 9, 2024 9:50:11 PM

Oppose
J-1 Parking Management 5-yr Contract with Secure Parking!

Far, far, far too punitive and predatory a scheme to make too much money off the backs of people already being burdened by increased costs. \$35 ticket is a sufficient deterrent.

Kate here!
Kate Paine

**THE SPOEHR FOUNDATION
1833 VANCOUVER PLACE
HONOLULU, HAWAII 96822
808-888-0471
Hspoehr7@gmail.com**

April 10, 2024

TO: Honorable Dawn Chang, Chair, BLNR
FROM: Hardy Spoehr, President

SUBJECT: DOBAR Public Parking Issues and Towing Activities in Public Parking Areas

Aloha. In reviewing some of the public comments in relation to how DOBAR has handled parking issues in areas of public parking around harbor facilities, it is clear that there needs to be a clear, fair, and consistent policy statewide as it relates to (1) areas set aside for free public parking; (2) areas reserved for boat owners; and (3) areas which may be contracted to entities for DOBAR income producing.

Our first question to DOBAR is what have your beneficiaries told you in relation to these three issues? DOBAR as one of Hawai'i's State Agencies has a duty to the public and more specifically to those who use Hawai'i's harbors, beaches, and ocean recreational areas. It is not an entity unto itself. Even more important, most of the lands and areas which DOBAR oversees are accretion lands and so are part of the Public Land Trust. This is why it has been and continues to be our suggestion that a beneficiary advisory group be formed by DOBAR with boaters, surfers, paddlers, and other users to begin to address the long-standing issues noted in the first paragraph.

With regards to the towing issue, we would suggest that it's only a matter of time before a suit will be filed naming DOBAR and its towing practices as being unlawful. We are familiar with a number of irate visitors and influential dignitaries who have had their vehicles towed. For some, if all the circumstances around the current DOBAR policy were known, I'm sure courts would find that due process was not afforded the vehicle owner. One major issue is that towing firms do not have the ability to issue state citations. Poor signage only adds to the problem. If towing is to be considered a remedy for late parking, perhaps only towing those cars left in public parking stalls once the parking lot has officially closed in the late evening would be tolerable.

At this juncture though, we cannot support and oppose J-1, the 5-year parking management contract for Secure parking, LLC.

Thank you for the opportunity to provide testimony on these important issues.

Hardy Spoehr (signed). .

April 12, 2024 BLNR Meeting

Dear BLNR Chair Chang and BLNR members Yoon, Barnes, Smith, Canto, Ono and Char:

This is my testimony strongly **opposing J-1, the Direct Issuance Parking Concession with Secure Parking Hawaii LLC** in the Designated Areas Located Within the Ma'alaea Small Boat Harbor (SBH), Wailuku, Maui. This DOBOR staff submittal is requesting a five year long contract with the parking management vendor. Many people in the community, including myself, think that Secure Parking Hawaii LLC and DOBOR/DNLR do not deserve the Board's approval of a long term contract. Public outcry regarding the issues of 1) the high amount of daily vehicle towing, 2) the parking enforcement policies, and 3) the securing the free public access to harbor parking. These issues need to be addressed BEFORE a longer term parking concession contract is issued.

The Secure Parking Hawaii LLC company, in my opinion, did not fulfill the 'Minimum Duties' as described in their previous Revocable Permits from September 2021 till now April 2024; such as parking signage, ground labeling, proper education and the 'monitoring of the parking areas'. These 'management functions' have been lacking and this has lead to excessive vehicle Towing, on a daily basis, at both Ma'alaea Small Boat Harbor and the Ala Wai Small Boat Harbor.

The two main reasons for vehicle towing are 1) not enough information and support for the average person to properly pay and understand the parking rules (no staffed parking booth, or even an accurate parking map) 2) the lack of a 'parking citation' stage, in the enforcement process.

It is the responsibility of the DLNR Chairperson to establish who has the authority to issue parking citations, and to make sure the parking area is staffed with personnel who are qualified to issue citations. Since citations are NOT being written by DOCARE officers who do have the authority to issue citations, the Towing company has been filling the enforcement void. The only actual 'enforcement' of parking violations is being done by Secure Parking LLC and the Towing companies in our State Recreational Harbors. Currently, THE FIRST AND ONLY type of enforcement is vehicle towing. NO citations are being issued, (only 7 parking citations were issued by DOCARE in 2023 at the largest state harbor) and towing is being done on a daily basis, which is a heavy penalty in terms of expense and inconvenience.

The Secure Parking Hawaii LLC company has been involved with Harbor Parking since 2021, after the Diamond Parking Company left during the Pandemic. There has been

plenty of time to improve the parking signage, create maps, and remove the old faded signage ‘throughout the premises’ as described in the minimum duties. Yet, Secure Parking Hawaii LLC has not done this.

The Revocable Permits in state harbors, with Secure Parking, were first signed in 2021, 2.5 years ago.

The Minimum Duties included:

- * 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 the parking area to ensure no overnight parking. Closure times will be from 10:30 pm till 4:30 am

SECURE PARKING DOES NOT ISSUE CITATIONS OR WARNINGS. The company uses the State Owned Park meters to verify the meter overstay (or non-payment) and then signal an ‘approval’ to the Tow Truck driver to tow.

The only parking monitoring ‘presence’ in the harbors are the tow trucks, and occasionally an ‘agent’ in a car.

If today’s 4-12-2024, J-1 submittal for Direct Issuance of a 5-year contract to Secure Parking Hawaii LLC is approved, this type of ‘Predatory Parking Management’ will not only be condoned, but also normalized. That would be a real shame, when government agencies, and in this case the BLNR members, including the Chair of BLNR, consider an expensive tow as ‘normal enforcement’ for minor parking violations.

The duty to (and the real work of) ‘Monitor Parking during the closure hours’ has NOT been done at all by Secure Parking LLC during the past 2.5 years that Revocable Permits. Secure Parking LLC has fully turned over the duty for after hours parking management to the sub-contracted tow companies (Beach Country Towing at Ma’alaea SBH) and the State Contracted Towing Company (Mr. Tow at Ala Wai SBH).

Secure Parking LLC is not monitoring the after hours towing; each Tow Truck driver determines which vehicle can be towed. Secure parking is not even getting the tallies of towing events. A photo is taken the vehicle license plate is taken by the Tow truck driver. **DOBOR/DLNR should be requiring the towing records as part of the monthly statement. Also, the board needs to frequently request the towing records and**

expect monthly towing reports to be available for review for the BOARD members and for the Public via UIPA requests.


The big problem with the late night towing is the poor signage. The signage on Maui is a bit better, mostly due to Harbormasters who want to protect the public from towing, and Maui's active community leaders protecting ocean access.

Exhibit B

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.



Signature:  Page 13 / 13 

When Secure Parking Hawaii first BID to get the Parking Management Contract at Ala Wai Small Boat Harbor (and later the Ma'alaea Small Boat Harbor), the company CEO Jonathan said he expected their company would be providing actual Parking Attendants

that would monitor the parking areas. They told this to the BLNR members. Yet, Secure Parking never provided the 'standard' Parking Attendant staff that DOBOR Administrator, Ed Underwood, said Mr. Mauri's company, Secure Parking, would provide. Here is the transcript for the BLNR meeting.

BLNR Meeting: Transcript 9-10-2, J-1 submittal Passed by the BLNR

This meeting was about Secure Parking Hawaii LLC at AWSBH but it is telling about the role of the Parking Company Duties and the contracts at State Harbors

Suzanne Case Chairperson BOARD OF LAND AND NATURAL RESOURCES:: I think you can. I think you can. Go ahead.

00:00:05

Richard Howard : This is Richard Howard for DOBOR. I've been seeing one is the issuance of a revocable permit to secure parking Hawaii LLC for management of the vehicular parking at the Ala Wai Small Boat Harbor. Staff requests minor amendments. To the submittal before the board votes on this item. The first of which is. Amending the applicant's name on the submittal from Secure Parking LLC to Secure Parking Hawaii LLC. The correct name, i.e. Secure Parking Hawaii LLC was published by Darlene. So I think we're okay with that. The second item. Is the Chapter 343 exemption paragraph on page three. It should read as follows In accordance with Section 11 200.115 Hawaii Administrative rules and the exemption list for the Department of Land and Natural Resources reviewed and concurred in by the Environmental Council on November 10th, 2020. The subject request is exempt. From the preparation of EA pursuant to general exemption type one operations, repairs or maintenance of existing structures, facilities, equipment or topographical features involving negligible or no expansion or change of use beyond that previously existing.

Part one item number 44, which states that permits, licenses, registrations and rights of entry issued by the department that are in routine, that are routine in nature, involving negligible, negligible impacts beyond that previously existing. On the final amendment we have to make is the commencement date. Uh, and that has to be amended from September 15th, 2021 to the first day of the month, determined by the Chair. DOBAR is requesting the issuance of a revocable permit to secure parking Hawaii LLC due to the AG's concerns with the IFB (Invitation For Bid) that we put out, which contained elements of both 102, which deals with concessions and 103 D, which is the procurement code, Uh, the, the issuance of this is will be temporary in nature and it will allow DOBOR to address the AG's concerns while allowing us to collect parking revenue from the Ala Wai Boat Harbor. We are willing to answer any questions.

Note from Kate Thompson: Although, there may have been staff meetings regarding this topic, the 9-10-2021 meeting was the last public meeting on the Revocable Permit status

with Secure Parking Hawaii LLC. In this September 2021 meeting, DOBOR requests more time to work on the IFB and to address the AG's concerns.

Yet in the next public meeting two years later on 8-11-2023 DOBOR submits J-1 requesting a 'backdated' permit (typo) and forward commitment to a 'Month to Month' permits that only allowed the release of the permit only when the contracted company has violated the terms of the Revocable Permit. DOBOR staff, has of late, offered staff submittals that have typos and require 'back dating' or retroactive contracts. This type of thing should warrant a postponement of the decision making, and a re-scheduled submittal, so that the Board members have the correct wording, and the correct dates when they vote.

In Addition, in this 4-12-2024 J-1 Submittal Act 163 is mentioned and it implies that DOBOR/DLNR has the authority to offer a longer term DIRECT ISSUANCE for parking concessions. The permission given to DOBOR/DLNR by the Legislature, to use ACT 163 (seems to me) to only be giving DOBOR/DLNR to opportunity to turn over parking contracts to the Department of Enterprise Services (DES) for longer term, big investment projects. It does allow DOBOR/DLNR to do its own long term contracts. The use of ACT 163 needs to be reviewed by the AG's office. I contacted DES by phone and they have not received a request from DOBOR/DLNR to join DES, or get their assistance with a DES contract for Secure Parking Hawaii LLC. Plus in the August 11, 2023 meeting DOBOR says the 'previous experience' point will be given for new Revocable Permits and Contracts yet Secure Parking Hawaii LLC did not meet the original published minimum requirements of five years of experience as a parking vendor. Therefore, to use Act 163 for parking concession contracts, all interested parties should have an equal non-historic 'competitive bid process', and no additional 'points' should be given for years of experience with State Harbor properties.

00:03:10

Suzanne Case Chairperson BOARD OF LAND AND NATURAL RESOURCES: Thank you. And, Mr. Murray, did you want to add anything or. Here. Here for questions.

00:03:20

MAURI, JONATHAN MGR Secure Parking: Uh, good afternoon. Board. No, don't want to add anything. I'm just here to answer any questions if you guys have any.

00:03:26

Suzanne Case Chairperson BOARD OF LAND AND NATURAL RESOURCES: Okay. Um. All right. Board member's questions. Mr. Oi.

00:03:32

Tommy Oi - BLNR: Um.

00:03:33

Tommy Oi - BLNR: To staff. How are you going, how would it determine the free parking? Six hours.

00:03:43

Richard Howard : You want to get that one or do you want me to answer that? Sure.

00:03:46

Ed Underwood DOBOR: We've been working with Mr. Murray on this, too. And one because we now have these new machines, what we could do, an option would be somebody that comes into the free parking area, can pull a ticket, and that'll give them six hours of free parking that they can put on their dash. And then once that's expired, they will have to move the car either to another open stall or vacate the facility or move into the paid area.

00:04:14

Tommy Oi - BLNR: So somebody's going to be within that parking area checking out all the. Tickets, correct?

00:04:23

Ed Underwood DOBOR: Yes.

00:04:23

Ed Underwood DOBOR: That's what Mr. Mauri's company is going to be doing, standard parking.

NOTE: In this statement DOBOR administrator Ed Underwood is not being fully truthful with BLNR Member Tommy Oi because Ed Underwood knows Secure Parking Hawaii LLC has no authority to issue citations and that Secure Parking would not be supplying parking attendants to walk around the parking lot.

00:04:27

Tommy Oi - BLNR: Okay. And then the other question is, how are you going to handle employees within that area of parking? In the parking?

Transcript from the BLNR You Tube Video:

00:04:38

Ed Underwood DOBOR: **Well, that is very difficult because it's open public parking. Um. They're going to have to pull the ticket as well.** When we came before the board, that's one of the reasons we wanted to lower the time frame. So if somebody was in a, (like a) neighboring employee from a hotel was using it, then they would have to leave their job at least twice a day to deal with the car and hopefully discourage them. **But we're going to, uh, Mr. Mauri came up with that idea with the ticketing. So I think that might really help discourage people from parking there, especially employees and construction companies and those folks.**

*NOTE: In this statement, Ed Underwood is implying that ticketing (citations) and enforcement is part of the services that Secure Parking LLC would be providing. **Secure***

Parking does not, never did, nor do they intend to supply any human parking attendants who walk around and monitor the parking.

00:05:19

Tommy Oi - BLNR: Okay, just answer my question. Thank you.

00:05:23

Suzanne Case Chairperson BOARD OF LAND AND NATURAL RESOURCES: Thank you. Any other questions? All right. There's no further testimony. Is there a motion to approve as amended?

00:05:36

Vernon Char - BLNR: Move to approve as amended.

00:05:38

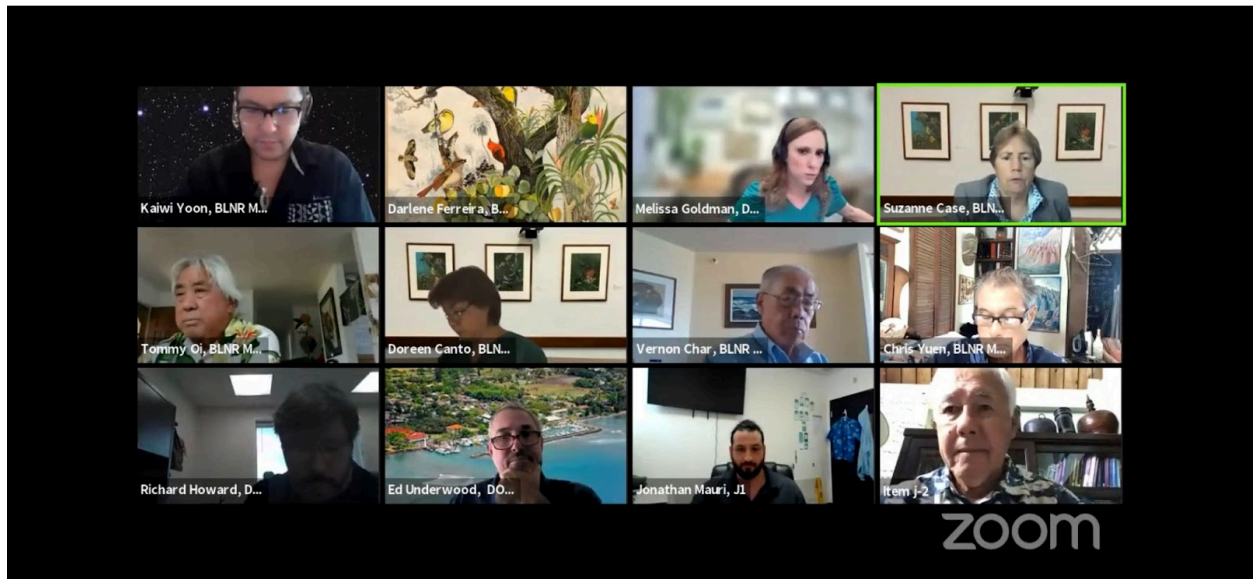
Suzanne Case Chairperson BOARD OF LAND AND NATURAL RESOURCES: Okay. Second from Char. All in favor say aye.

00:05:42

Suzanne Case Chairperson BOARD OF LAND AND NATURAL RESOURCES: All right.

00:05:44

Suzanne Case Chairperson BOARD OF LAND AND NATURAL RESOURCES: One, two, three, four. One, two, three, four, five. Mr. Yoon, are you. Did you vote? Yes. Okay. That's six votes in favor, Megan being absent. Thank you very much.



At the Capitol, with the Legislature

2024:

Members of the State Legislature are concerned about ‘instant towing’ in our State Small Boat Harbors. They have offered bills such as the 2024 measure, SB2745 to provide 3 hour delay, and 24 delay, before a tow in State Harbor’s could occur, to be consistent with City and County parking rules. The measure assigned to include WAM, and at least one Senator on this committee owns tow yards, so the other Senators seemed to back off pushing for this bill. The public never had the opportunity to testify on SB2745.

The wording in the measure: Provides that the Department of Land and Natural Resources Division of Boating and Ocean Recreation shall not tow vehicles operated by persons found to have committed certain traffic infractions unless a citation was issued no less than 24 hours before the towing. Provides that a vehicle parked without authorization on land owned or operated by the State shall not be towed without first being issued a citation no less than 3 hours before the towing. Provides that the citation shall not be more than \$100.

2022:

Members of Legislature, **expressed their concerns about citations and towing at State Small Boat Harbors in 2022 as well.** They worked to get an answer from the DLNR Chair about who has the authority to issue citations for minor parking violations. House Representatives, in HCR 177, asked if the Harbor Agents could once again issue parking citations in harbors. This is the formal written response by DLNR Chair Suzanne Case: It states that only DOCARE officers should be issuing parking citations in the harbors. **Yet, DOCARE officers were never been assigned this duty as part of their daily workload, for the past several years.**

DAVID Y. IGE
GOVERNOR OF HAWAII



STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
POST OFFICE BOX 621
HONOLULU, HAWAII 96809

Testimony of
SUZANNE D. CASE
Chairperson

Before the House Committee on
WATER & LAND

Tuesday, March 22, 2022
9:30 AM

State Capitol, Conference Room 430, Via Videoconference

In consideration of
**HOUSE CONCURRENT RESOLUTION 176/HOUSE RESOLUTION 176
URGING THE BOARD OF LAND AND NATURAL RESOURCES TO APPOINT
HARBOR AGENTS AS ENFORCEMENT OFFICERS FOR THE PURPOSES OF
ENFORCING PARKING VIOLATIONS AT SMALL BOAT HARBORS IN THE STATE.**

House Concurrent Resolution 176/House Resolution 176 urge the Board of Land and Natural Resources to appoint Harbor Agents as Enforcement Officers to enforce parking violations at state small boat harbors. **The Department of Land and Natural Resources (Department) appreciates the intent of these measures and offers comments.**

When the Small Boat Harbor Program was under Department of Transportation (DOT) jurisdiction, Harbor Agents had authority to cite for parking violations at small boat harbors. However, due to complaints of favoritism and arbitrary citing, the authority was revoked. Additionally, sworn law enforcement officers are trained to provide court testimony, while Harbor Agents are not. In the event a citation is challenged in court, the Department has concerns about the ability of its Harbor Agents to attend and testify in court. The Department's Division of Conservation and Resources Enforcement provides comprehensive training to its officers so that they are equipped to handle all types of enforcement tasks, including parking enforcement and providing court testimony. The Department therefore believes that parking enforcement authority should remain with sworn law enforcement officers only.

Additionally, the Department encountered issues with accepting parking payments due to parking vendor interruptions. Without also being able to address this issue, the Department may not be able to determine which vehicles are violating parking regulations.

Thank you for the opportunity to comment on these measures.

SUZANNE D. CASE
CHAIRPERSON
BOARD OF LAND AND NATURAL RESOURCES
COMMISSION ON WATER RESOURCE MANAGEMENT

ROBERT K. MASUDA
FIRST DEPUTY

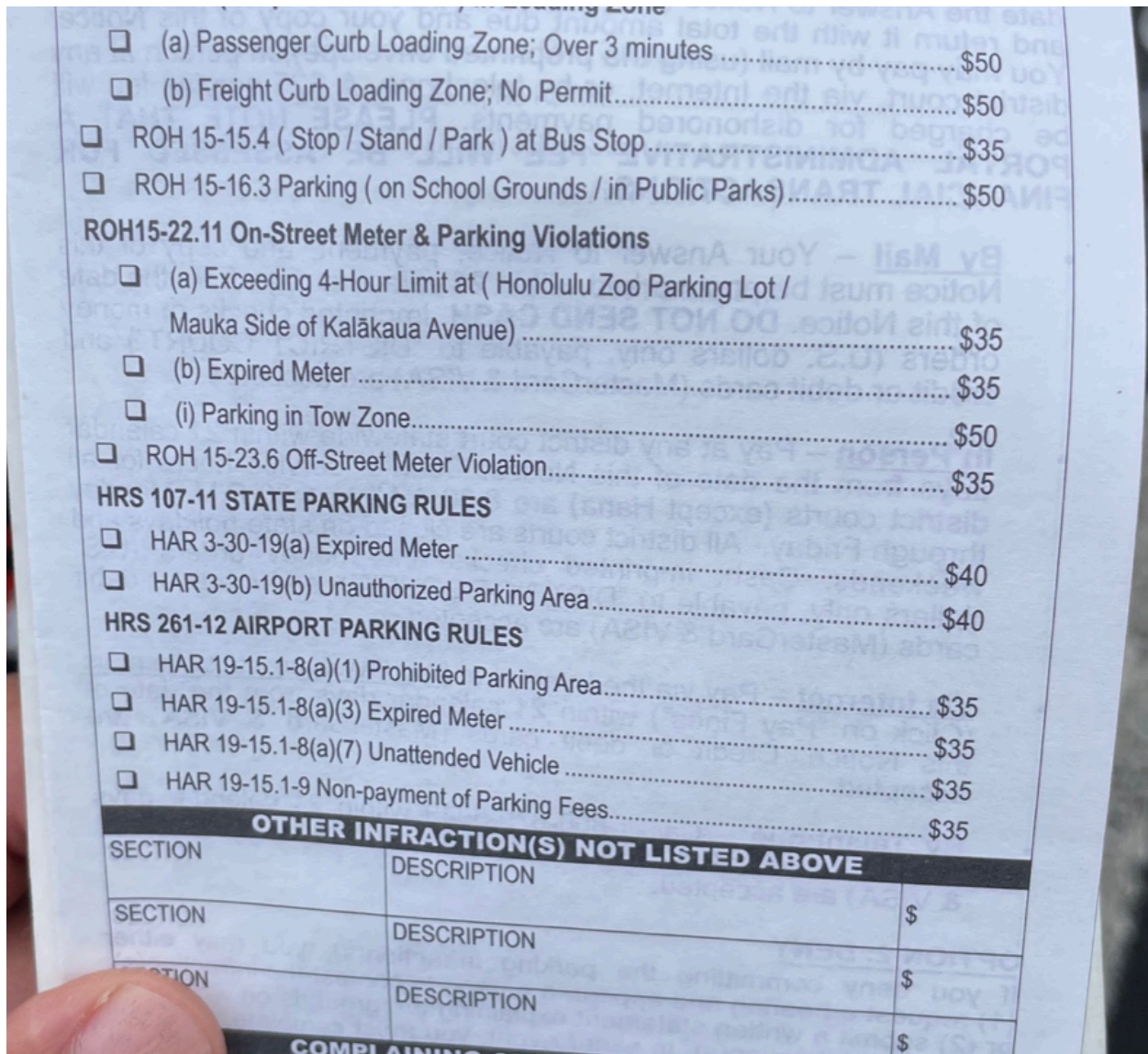
M. KALEO MANUEL
DEPUTY DIRECTOR - WATER

AQUATIC RESOURCES
BOATING AND OCEAN RECREATION
BUREAU OF CONVEYANCES
COMMISSION ON WATER RESOURCE
MANAGEMENT
CONSERVATION AND COASTAL LANDS
CONSERVATION AND RESOURCES ENFORCEMENT
ENGINEERING
FORESTRY AND WILDLIFE
HISTORIC PRESERVATION
KAHOOLAWE ISLAND RESERVE COMMISSION
LAND
STATE PARKS

Below is a photo of the actual ticket book DOCARE officers use. It is the same ticket book that other parking enforcement officers in the State use, including the Hawaii Police Department (HPD) and Department of Accounting and General Services (DAGS) parking officers.

NOTE: the fine for a meter overstay, or non-payment of parking, is HRS 107-11 STATE PARKING RULES is \$35.00. In the DAGS managed parking lots, in urban Honolulu is HAR 107-11, has a \$40.00 fine.

The fine for parking violations at the large Honolulu Zoo Parking lot is \$20.00 dollars. This is a ProPark company receipt for \$20.00 that was paid for a Parking meter overstay at the Zoo.





Zoo Parking fine receipt, \$20.00

Parking area	Property	Manager of the parking	Cost of an Expired Meter Violation
Iolani Palace & State Capitol	State of Hawaii	DAGS (State Agency)	\$40.00
Honolulu Zoo	City & County	ProPark	\$20.00
Frank Fasi Municipal	Honolulu City & County	Parking Div. Expired Meter	\$35.00
Ala Wai Small Boat Harbor	State of Hawaii Department of Land and Natural Resources	Secure Parking LLC with an <u>electronic connection</u> to Mr. Tow LLC.	\$165.00 plus* Vehicle tow charge, * late hours fee, *ride/taxi to Tow yard, *ATM fee due to tow yard demand for 'cash only'

In comparison, the penalty for a meter overstay at AWSBH and Ma’alaea SBH is a vehicle TOW, to an off-site tow yard and a Minimum towing charge of \$160.00. The table above shows how unfair a \$165.00 tow charge is. The large towing charge is not an equitable penalty, compared with other State or City parking lots and parking stalls.

There can be no question that towing is much more of an onerous punishment than a ticket, in terms of inconvenience, as well as cost. It follows that a tow should be used only in circumstances where the vehicle to be towed presents a danger to public safety (such as parking in front of a fire hydrant), or significantly impairs rush hour traffic, or has been abandoned for more than 24 hours in the paid parking spaces, a guideline used by Honolulu Police Department City and County of Honolulu for similar public parking areas near Kapi’olani Park.

At the Ala Wai Small Boat Harbor, a State of Hawaii property, the current parking signage, pavement striping, and general information such as a harbor map are poor, misleading, or nonexistent. There needs an official third party evaluation of the signage in the harbor.

Currently, about 10 cars a day are being towed from the Ala Wai Small Boat Harbor, and 4 cars a day are being towed from Ma’alaea Small Boat Harbor. The vehicles that are ‘wrongly parked’, or over their meter time are not blocking traffic and do not create a danger to the public, and therefore should have reasonable and equitable fines. When people park in a wrong way, such as parking in boat owner-permitted stall area, or a meter expiration in the paid public stalls, it does not affect public safety and **citations should be written for a cost that is ‘appropriate to the crime’ and consistent with other government-owned parking areas, in the State of Hawaii.**

Therefore, I submit that the Department of Land and Natural Resources, the BLNR members and the Attorney General office needs to designate who has the authority and responsibility to issue parking citations; this could be DOCARE officers or hired parking attendants. The fine of \$35.00 is already established on the printed State approved ticket books for meter overstays and for those you paid for parking but wrongly parked in the permitted (boat owner) stalls. Let’s not tow cars for minor infractions.

A citation phase for Ma’alaea Small Boat Harbor parking is a necessary step in the parking enforcement process, to align with similar parking practices in the State of Hawaii. The stark contrast in the cost of a tow, incurred by patrons of these State Harbors, shows the inequity of the parking system, designed and condoned by the Division of Boating And Ocean Recreation and the Department of Land and Natural

Resources, and the Board of Land and Natural Resources in contracts reviewed by the State Attorney General's Office.

Remedy: Before any Revocable Permits or Direct Issuance Contracts can be written between DLNR and a parking vendors for the Ma'alaea Small Boat Harbor or the Ala Wai Small Boat Harbor, the Attorney General's office needs to clarify who has the authority to issue citations, and be sure that citations are being written, especially for minor parking violations such as an 'Expired Meter' violation, and for those who paid, but failed to park in the correct type of stall.

In addition, the AG's office needs to clarify who has the authority to 'approve a tow' which might be a DOCARE agent, Parking Vendor or Tow Truck Driver.

Plus, the AG's office needs to clarify if the Tow Company can demand Cash Payment, since the 2020 law HRS 290-11 (b) (5) which states that the Tow Companies in the State must accept the client's choice of payment including Credit Card, Debit Card or Cash. Mr. Tow and Beach Country Towing are still demanding cash payments, which is illegal, since 2020.

All of these things need to be done BEFORE a longer term contract is brought before the Members of the Board of Land and Natural Resources.

If contacts are brought before the Board before this 'homework' is done, then Board ought to reject the DOBOR staff submittal and further investigate the public complaints.

The current DOBOR staff submittal of J-1, 4-12-24 is premature. There should be no rush, or pressure placed on the Board members to approve the proposed this parking management direct issuance contract. There is time to **reject** the submittal for the 5-year Direct Issuance since the Secure Parking LLC already has a Revocable Permit in place for Ma'alaea Small Boat harbor until June 30, 2024.

The proposed J-1 submittal is overly harsh on the public. Compared to normal parking citation fees on public land, the towing fees that Maui residents and visitors are currently paying are partially severe, since people are trying to recover economically after August 2023 wildfires. We need to put the Public first, not the profits for the parking and towing companies.

Issuing citations for minor parking violations is a necessary stage in parking management and enforcement in our State Small Boat Harbors.

Board members please insist on a citation process, and please insist that monthly towing records must be included in any Direct Issuance parking management contract.

Instant Towing is not Pono.

Mahalo for reviewing my testimony.

Kate Thompson

Director of surfparking.org

Co-founder of Kama'aina Boaters

From: [John Parkinson](#)
To: [DLNR.BLNR.Testimony](#)
Subject: [EXTERNAL] Oppose J-1 Parking Management Contract with Secure Parking
Date: Wednesday, April 10, 2024 7:05:29 AM

Aloha,

It doesn't seem right to pass a bill that allows for instant towing without a parking citation. You would be allowing tow truck drivers to be judge, jury, and executioner with a financial incentive.

Not right, Vote no.

John Parkinson