
[EXTERNAL] J-1 Comment please watch video

From Maggie Hallahan <maggie@mhpv.net>

Date Thu 7/9/2026 6:01 AM

To DLNR.BLNR.Testimony <blnr.testimony@hawaii.gov>

Aloha BLNR members,

Here are some relevant videos from the legislature and the news about the LPR camera car.

- 1) 2021 History: BLNR Member Tommy Oi, Ed Underwood talking about Secure Parking contracts: decision about 'tickets'.

Click to Download https://www.icloud.com/attachment/?u=https%3A%2F%2Fcvws.icloud-content.com%2FB%2FAX7pn7zz-9SLd9G-SJ6uDTEyCZxfAe-YYwPTGmx_l7YypJBINyd4XxDe%2F%24%7Bf%7D%3Fo%3DAk9th8OylwMoEUZcDiea1g4JkY10h_29nFXdMRCHee2d%26v%3D1%26x%3D3%26a%3DCAoggOAY6meVRGkEqVjnpWZzjxDJN_RH5u6O85RQCjgrXiYSdhDiy6yM8DMY4tun4PkzlgEAKgkC6AMA_yh3RXNSBDIJnF9aBHhfEN5qJZpOuF3oxZU6G4tkzkM3InGEhR3UJsK2AN7wOP7cHYVJsNU8mUVyJbMtmotfiU33wx5GU5mvu5x96D46ad3HQbSs7qVuBLf-DHTehg%26e%3D1785029324%26fl%3D%26r%3DD715DE0E-D455-4DCD-BD8F-CCFA6F7065FD-1%26k%3D%24%7Buk%7D%26ckc%3Dcom.apple.largeattachment%26ckz%3DFCB2E5A4-32F8-4C2E-AF8C-A26C9FDD331E%26p%3D118%26s%3DhcQ53u3XZeszl4z3okbfnSmy7JE&uk=Ev3BRyUzcDqJkW516GLo2w&f=Tommy%20Oi%20question%202.mp4&sz=46051286

Tommy Oi question 2.mp4

46.1 MB

- 2) Oct 2025: Hawaii News Now

News cover the LPR 'camera car'

<https://www.hawaiinewsnow.com/2025/10/02/concerns-raised-state-approves-use-camera-car-enforce-parking-ala-wai-harbor/>

Concerns raised as state approves use of 'camera car' to enforce parking at Ala Wai harbor

[hawaiinewsnow.com](https://www.hawaiinewsnow.com)

DLNR's Testimony at the Legislature

Link to the start on the SCR 58 measure, be sure to see the DLNR Testimony by Todd Tashima.

https://www.youtube.com/watch?v=_tgxdkcFbp4&t=480s

Maggie Hallahan

maggie@mhpv.net

[EXTERNAL] Agenda Item J-1

From Randy Nishimoto <randyz@hawaii.rr.com>

Date Wed 7/8/2026 4:12 PM

To DLNR.BLNR.Testimony <blnr.testimony@hawaii.gov>

Chairman Kanaka'ole and Members of the Board,

I am Randy Nishimoto, of Anuenue Canoe Club, a lifelong canoe paddler in the waters around the Ala Wai Harbor.

I support Agenda Item J-1, with a condition: please require Secure Parking to issue a parking fine before any tow. A \$20-\$35 parking fine is fair. A \$165-\$250 tow fee is not. Secure Parking currently issues \$20 fines at Keeaumoku Walmart and Sam's Club.

During 2022-2025, over 9300 vehicles were towed from Ala Wai Harbor, during Secure Parking's contract. In the same time period, DOCARE issued 34 citations. A person receiving a parking enforcement action at Ala Wai Harbor, had a 99.6% chance of being towed, rather than receiving a fine.

Please use your authority as the Land Board, to require a citation pilot program, that can be instituted now, and give DOBAR, two months to return with a written plan of action, instead of just towing.

Mahalo for your consideration,
Randy Nishimoto
Anuenue Canoe Club
Concerned Citizen

Sent from my iPad



HOUSE OF REPRESENTATIVES

Hale o nā Luna Makaʻāinana

STATE OF HAWAII
STATE CAPITOL
415 SOUTH BERETANIA STREET
HONOLULU, HAWAII 96813

July 9, 2026

SUBJECT: COMMENTS RE: AGENDA ITEM J-1

Aloha Chair Kanaka'ole and Members of the Board of Land and Natural Resources,

As the State Representative of House District 25, the Ala Wai Small Boat Harbor sits on the border of my district. Since many of my constituents park at this harbor, I write in support of exploring the use of parking citations, rather than immediate towing, for minor parking violations at our state small boat harbors.

While parking regulations are necessary to ensure safety and access, enforcement should be fair, proportional, and consistent with the public interest. At certain privately managed parking facilities, violations are addressed through parking citations before resorting to the costly and disruptive consequence of towing. A citation-based system would provide an appropriate consequence for parking violations while preserving towing as a remedy for situations where a vehicle creates a safety hazard, blocks access, occupies reserved spaces, or repeatedly violates parking rules. Such an approach promotes voluntary compliance, improves public confidence in enforcement, and reduces unnecessary conflict between harbor users and parking enforcement personnel.

I encourage the Board and the Division of Boating and Ocean Recreation to work with the contracted parking company and other stakeholders to evaluate policies that prioritize citations as the first response to ordinary parking violations, reserving towing for circumstances where it is truly necessary. Public access to our harbors should be supported by enforcement practices that are effective, reasonable, and proportionate.

A handwritten signature in black ink, appearing to read "Kim Coco Iwamoto".

Rep. Kim Coco Iwamoto, HD25
Ala Moana, Kaka'ako, Downtown Honolulu

[EXTERNAL] J1

From Rich <cybersailor.rich@gmail.com>

Date Wed 7/8/2026 5:01 PM

To DLNR.BLNR.Testimony <blnr.testimony@hawaii.gov>

To: BLNR.Testimony@hawaii.gov

Aloha Chair Kanaka'ole and Members of the Board,

My name is Richard Smith I go to the Ala Wai Harbor to *sailboat race and visit the yachtclub*.

I support Agenda Item J-1 with one condition: require Secure Parking to issue a parking fine before any tow.

DOBOR's own J-1 submittal requires the Board to consider "practicable alternatives." A citation-first pilot at this lot is a practicable alternative — one DOBOR did not consider. A \$20–\$35 parking fine is fair. A \$165–\$250 tow is not.

A real citation stage means at least two payable violations before any tow is authorized. A citation and a tow in the same incident is not a citation stage — it is just a more expensive tow.

DOBOR's proposed paper "warnings" will not work either. A person cannot clear a warning — every warning moves a driver one step closer to a mandatory tow with no way out. The public needs payable fines they can actually resolve.

Secure Parking already issues \$20 fines at the nearby Walmart and Sam's Club. They know how to do this. DOBOR/DLNR/BLNR just needs to require it.

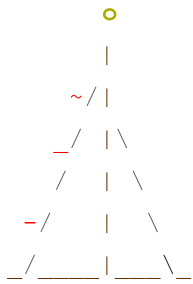
The public has been asking for a citation stage for at least four years. This permit was backdated — Secure Parking operated without Board approval for months. The Board extended grace to DOBOR staff. Please extend the same fairness to the public.

Over a four-year period (2022–2025), 9,323 vehicles were towed from Ala Wai Harbor while Secure Parking held the contract. In the same period, DOCARE issued just 34 citations. A person receiving a parking enforcement action at Ala Wai Harbor had a 99.6% chance of being towed rather than receiving a fine.

Please use your authority as the Land Board to require a citation pilot today and give DOBOR two months to return with a written plan.

Mahalo

Richard Smith



Rich ~~~~(~~~~/~~~~Sailing the CyberSea~~~~~

July 10, 2026

Board of Land and Natural Resources — Written Testimony

Agenda Item J-1: Comments on Continuation of Revocable Permit No. 157 to Secure Parking Hawaii LLC

Submitted by: Kate Thompson

30-Year Mooring Permit Holder, Ala Wai Harbor | USCG Licensed 50-Ton Captain

Co-Founder, SurfParking.org | katet@me.com | 808-387-0321

WRITTEN TESTIMONY — CONDITIONAL SUPPORT — JULY 10, 2026

RP 157 (Parcel B) | Conditions Requested

REQUESTED BOARD ACTION: Move to renew RP 157 for 90 days, conditioned on Secure Parking issuing a “parking breach” violation fine of \$20–\$35 before any tow — and directing DOBOR to return in 60 days with a written citation-stage plan modeled on Secure Parking’s own Walmart/Sam’s Club protocol: two clearable fines, tow only after three offenses or \$50+ in unpaid fines.

Aloha Chair Kanaka‘ole and Members of the Board,

I am Kate Thompson, a 30-year mooring permit holder at Ala Wai Harbor, a USCG Licensed 50-Ton Captain, and co-founder of SurfParking.org. I am at the harbor approximately three times per week and have firsthand knowledge of its operations and community. I have testified before this Board at multiple prior hearings, including December 7, 2023 (Item J-7), October 11, 2024 (Items J-1 A and B), and June 12, 2026 (Item J-1).

At the September 26, 2025 BLNR meeting, thirty-one (31) written testimonies were submitted by members of the public on a DOBOR agenda item that would have allowed DLNR to amend parking concession contracts without Board approval. Bundled into that same submittal was a proposal to deploy License Plate Recognition (LPR) vehicles — technology that could identify vehicles for parking violation fines, but the Board did not require DOBOR/DLNR to create a Parking Concession contract, with Secure Parking LLC. Zero members of the public testified were in support of the DOBOR submittal. The Board had already seen the community’s position on this, clearly and unanimously. And yet on June 26, 2026, the Board agreed to DOBOR’s recommendation to deny petitioner’s Request for a Contested Case Hearing. **There we are again, July 10, 2026, and the Board has another opportunity to create a financial penalty for minor parking violations that are fair, proportionally priced, and comply with the legislative intent of HRS 200.14(b) and (2026) SCR58.**

HRS 171-6(20) grants this Board the power to 'do any and all things necessary to carry out its purposes and exercise the powers granted in this chapter.' The Board can act today through the conditions it attaches to this parking concessional contract renewal.

Parking Enforcement at Four Honolulu Sites — Three Use Citations First

Site / Operator	Cost/Hr	First Enforcement	Escalation	Tow Trigger
DAGS State Buildings (State-deputized agents)	\$2.00	\$35 citation/ \$40 at downtown	Higher fine if unpaid	Tow after multiple unpaid citations or 72+ hrs
Honolulu Zoo (ProPark Facilities Mgmt)	\$1.50	\$20 citation (ProPark)	Escalating fine	Tow after citation escalation
Walmart / Sam's Club (Secure Parking Hawaii LLC)	Free (3 hrs)	\$20 citation (Secure Parking)	Up to \$50 unpaid threshold	Tow after \$50 unpaid or 3-strike rule
Ala Wai Harbor — CURRENT (2021-June 2026) (Secure Parking Hawaii LLC)	\$1.00 (monthly permits avail.)	TOW (no citation stage — ever)	N/A	Tow can be immediate after meter expiration. Reports of tows just 7 min after meter expires (WNB Fall 2025 report)
Ala Wai Harbor — PROPOSED (This is Board condition public requesting)	\$1.00	\$20 citation (Secure Parking)	\$35 citation (2nd step)	Tow only after two fines issued and unpaid

Sources: DAGS 2025 data — Kate Thompson UIPA Notice; Zoo/Walmart — petitioner observation; Ala Wai tow data — DOCARE records 2022–2025 (9,323 tows, 34 citations). Three of four parking sties use citation-first enforcement. Ala Wai Harbor is the exception.

I. Support for Renewal — Legitimate Operational Uses

RP 157 (Parcel B) — the former haul-out lot near the Prince Waikiki — is the largest lot in the harbor complex. DOBOR has acknowledged its use as a parking lot is temporary, pending a proposed Public-Private Partnership. Parcel B is not the lot to be ‘re-developed’ first. The lot currently housing the harbor master office and main paid parking is planned to be redesigned first — making Parcel B the critical transitional overflow asset during harbor improvement periods. **I support continuation of the Secure Parking LLC, concession contract, because it makes sense during a transition. Keeping in mind the overall uses:**

- **Storm debris staging and vessel removal.** This lot serves as staging for debris removal after storms and for safe removal and destruction of derelict vessels.
- **AccesSurf Hawaii.** The lot accommodates AccesSurf Hawaii, Inc. (RP 159), whose containers are immediately adjacent — exactly the community ocean recreation use this lot should support.

- **High-demand overflow.** On July 4th, during major outrigger canoe races, and during large hotel events, the additional capacity is genuinely needed.
- **Future public infrastructure — the Lei of Aloha coastal path.** This parcel is a potential site for a future bridge with separate dedicated walking and bicycle path lanes — this lot is a key link in a 'Lei of Aloha' coastal path connecting Waikiki through Ala Wai Harbor to Magic Island. Revocable permit status preserves the State's flexibility to pursue this vision.



Exhibit A Rendering by Kate Thompson (2026), based on concepts from the Ala Wai Harbor 2022 Vision Document. New wider pedestrian path and dedicated separated bike lane along Ala Moana Blvd — Parcel B (lower left) as the key link in a “Lei of Aloha” coastal path connecting Waikiki through Ala Wai Harbor to Magic Island.

II. What the Community Has Given Up — Eighteen Years Without a Haul-Out Yard or Fuel Dock

In 2008, the boating community lost its haul-out yard and fuel dock with a promise they would be replaced. Eighteen years later, that promise has not been kept. The Honey Bee PPP failed in part due to ground contamination from decades of boatyard use. It is petitioner's understanding that DOBOR subsequently received a Department of Health letter indicating the site is too contaminated for a haul-out facility. The Keehi Lagoon yard has a six-month wait and mixes heavy industrial and recreational repairs to the detriment of smaller vessels.

The Board is asked to direct independent legal review of: (1) whether the Kaiser Foundation land donation required a haul-out facility as a condition of the gift; and (2) whether the Hobron Trust deed imposes free-access or other public conditions on current uses. In the 2008-2016 time frame the Honey Bee USA Inc seemingly had issues with (State/Federal) cleanup of fuel contamination (they did not create). It was a several years of lawsuits and Honey Bee USA Inc filed, Chapter 11, Bankruptcy, at the end of 2015. Any remaining environmental questions must be resolved before any Public-Private-Partnership solicitation proceeds.

Former developer of Waikiki Landing project files for Ch. 11 bankruptcy



The site of the long-delayed Waikiki Landing project is the Ala Wai Small Boat Harbor seen in this file photo. The former developer on the project, Honey Bee USA Inc, filed for Chapter 11 bankruptcy protection after the state of Hawaii canceled its contract for the project.

TINA YUEN



By Duane Shimogawa – Reporter, Pacific Business News
Nov 16, 2015

Updated Nov 16, 2015 11:46am HST

Honey Bee USA filed for Chapter 11 with

Resources (land owners) as well as all the necessary building permits to commence construction. Waikiki Landing is projected to finish by fall of 2015.



Photo Courtesy of Honey Bee USA

waikiki harbor project to include boatyard, steakhouse, wedding chapels



Exhibit B: Collage of three photos related to Honey Bee USA Inc. that was not built in 2008-2016 era.

III. The DOCARE Enforcement Gap Should Not Lead to Private Tow Company Profit on Public Trust Land

The fundamental error in DOBOR's enforcement posture is treating Ala Wai Small Boat Harbor as if it were private property.

When a vehicle overstays a meter in a private condominium parking stall, a private driveway, or a 'Reserved for the CEO' space, towing is appropriate — the vehicle owner had no right to be there at all. That is trespass on private property. Ala Wai Harbor is State land held in the public trust. The driver who paid the meter and stayed an extra hour is not a trespasser. They have a civil administrative obligation: pay for the additional time. The appropriate remedy under HRS 200-14(b) is a monetary fine. Issuing a 'warning' is no favor, as there is no way to clear it. DOBOR has proposed two warnings and then a tow. If there is no way to clear a 'deserved warning' then the person, or family, moves closer to a mandatory vehicle tow, under DOBOR's proposed LPR policy (J-1, September 26, 2025).

The enforcement posture at this harbor has also made tow truck drivers the de facto parking enforcement officers of State land. A private company employee — paid per tow, with no government authority, and a direct financial interest in maximum enforcement — is functionally deciding who gets towed from State land. Tow trucks are removal equipment. They are not parking enforcement officers.

See Parking Enforcement Numbers for Ala Wai Small Boat Harbor: Final Exhibit Below

IV. The Parking Enforcement Machinery — Where Costs May Exceed the Law and a Delegation That May Violate It – Plus the State's Declaration of No Bailment of Losses That Occur From Towing

HRS 200-14(b) caps a first parking violation at 'not more than \$100.' The actual financial penalty imposed through the current tow-first system vastly exceeds that cap: tow fee (\$165-\$225), storage (\$40-\$60/day), transport to Kalihi, cash demands at the private impound yard, and ATM transaction fees for those who lack cash on hand. The total burden routinely exceeds \$225-\$300 — two to three times the statutory maximum — imposed without notice, without a hearing, and without any opportunity to dispute before the vehicle is seized.

When a tow does occur, the vehicle leaves State public trust land and enters the private property of MR Tow's impound lot at 123 Puuhale Road in Kalihi. The State has no meaningful oversight of what happens there: while State law places some limits on tow fees, the conditions of the yard, the demands made of vehicle owners, and any informal remedies offered are not subject to government review or a post-tow hearing. The vehicle owner is dealing entirely with a private business, on private property, with no direct government intermediary. That chain of custody — from public trust land to private impound yard — carries limited public accountability. Secure Parking's own disclaimer sign, posted at the harbor in the name of the State, makes this explicit: "The State of Hawaii and its parking vendor(s) shall not be held responsible for any loss or damage to any vehicle or its contents," and declares that "no bailment is intended or granted." A meter overstay on State public trust land thus ends with the vehicle owner at the mercy of a private towing company's impound operation — with the State's own posted signage disclaiming legal responsibility for what follows.

DOBOR may point to the post-tow hearing form as the available remedy. But vehicle owners report never having received this form. And even when the process is accessed, the application goes to the Chief Administrator of DOBOR — the very agency that failed to promulgate Hawaii Administrative Rules establishing citations as the first enforcement step, and that designed and maintained the tow-first system for more than five years. DOBOR is not a neutral third party. Had a DOCARE officer issued a normal parking citation, the court system would serve as the independent third party for any contest. Instead, the appeal from a tow — a far more severe consequence than a citation — goes back to the agency responsible for the system that produced it. The Board's investigation should include a review of how consistently the post-tow hearing form is provided, by whom, at what point in the process, and how many post-tow hearings have actually been convened and decided at Ala Wai Harbor in the past five years of the Secure Parking contract.

The system's legal structure raises an equally serious question. It is petitioner's understanding — and petitioner has personally observed the tablet device in use at another State small boat harbor managed by Secure Parking Hawaii LLC — that tow truck drivers receive direct, real-time access to parking meter expiration data via a handheld device. **Critically, no Secure Parking employee is stationed at Ala Wai Harbor during enforcement. No state official is present. The private tow truck driver — employed by MR Tow LLC, paid per removal, with a direct financial interest in maximum towing — is the sole enforcement presence on State public trust land.**

A citizen testified before the Waikiki Neighborhood Board in Fall 2025, with supporting documentation, that a vehicle was towed within seven minutes of meter expiration at Ala Wai Harbor. That record is publicly obtainable. A private tow company employee can observe a meter expire on a device and immediately remove a vehicle — with no State employee reviewing or approving the decision. The Board has previously considered a License Plate Recognition (LPR) vehicle proposal that would issue warnings. That same infrastructure can issue citations. The question is not capability. It is will.

V. Priority Condition No. 1: Citation Pilot at Parcel B — Authority, Evidence, and Precedent

The June 26, 2026 BLNR meeting raised the question of DLNR versus BLNR contracting authority over parking concessions. Regardless of how that question is resolved, HRS 171-6(20) gives this Board authority to impose conditions on any concession it approves. The Board need not wait for the department.

If DOCARE cannot be assigned to issue parking citations at Ala Wai Harbor, Secure Parking should — exactly as ProPark Facilities Management does at the Honolulu Zoo, and exactly as Secure Parking already does at the Walmart and Sam's Club parking lot nearby. The capability, the infrastructure, and the legal authority all exist. The real-world range within the HRS 200-14(b) ceiling:

- **\$20.00** Secure Parking Hawaii LLC at Walmart/Sam's Club — their own existing practice at a nearby lot.

Notably, Secure Parking Hawaii's own practice confirms that the parking fine is the legal precursor to towing. At the large Walmart/Sam's Club parking lot — private property — Secure Parking issues a citation before any tow. At Ala Wai Harbor — State public trust land — the 'low fine', due process, step is skipped entirely.

- **\$35.00** DOCARE at State facilities — DLNR's own enforcement arm.
- **\$50.00** Kewalo Harbor (leased to the Hughes Corporation — supposedly the gold standard for harbor PPP in Hawaii) — has a \$50 fine for meter overstay, not towing, as the first enforcement response.
- **\$100.00** HRS 200-14(b) ceiling — the statutory maximum for a first violation.

The phrase 'not more than' has been omitted from every public DOBOR reference to this fine schedule — in written communications with the Waikiki Neighborhood Board (February 10, 2026) and in SCR 58 (2026) legislative testimony by two DLNR attorneys, never corrected. That omission converted a discretionary ceiling into an apparent mandatory minimum. The Board can correct the record today.

The Board should renew RP 157 only on the condition that Secure Parking deploy a citation-first, three-step enforcement sequence at Parcel B: Step 1 — Parking violation fine of \$20 (first enforcement response to meter overstay, payable by scan code for immediate vehicle release); Step 2 — Parking violation fine of \$35 (for non-payment of Step 1 fine or repeat overstay in same period); Step 3 — Tow, only after both fines have been issued and remain unpaid. A scan-code payment option shall allow remote payment and immediate vehicle release at any step without towing. This three-step citation model is consistent with existing practice at Walmart/Sam's Club (Secure Parking's already manages this nearby lot), DAGS-managed State facilities, and the Honolulu Zoo — three of the four major parking sites in the area already use citation-first models. Citation data, revenue, and compliance outcomes shall be reported to the Board at the next renewal. Success at Parcel B becomes the model for the full harbor.

VI. The Enforcement Crisis — By the Numbers

In 2025, 2,586 vehicles were towed from Ala Wai Harbor. In that same year, DOCARE issued twenty-five (25) parking citations. From 2022 through 2025: 9,323 vehicles towed, 34 citations issued, zero State revenue to the boating special fund from enforcement activity on public trust land. Every dollar of enforcement revenue went to a private towing company.

SCR 58, SD1, HD1 (2026) found that towing 'may cause detrimental impacts to the vehicle owner or operator for relatively minor violations' and urged DOBOR to develop a progressive enforcement framework. Kewalo Harbor — the DOBOR's own stated benchmark for Public-Private-Partnership — uses fines, not towing, as the first response. The scarcity justification is gone. Petitioner requests the Board recommend a cease and desist on towing as the first enforcement response to minor violations at all State small boat harbors, pending a citation-first framework consistent with SCR 58.

VII. Environmental Factors — Carbon Emissions and Ground Contamination

- **Carbon emissions — a climate accountability issue.** A citation-first system is also a climate measure. Preliminary EPA calculations show that 2024 towing activity from this harbor alone produced an estimated 30 metric tons of CO2 pollution — from a single harbor, in a single year, for violations a \$20 citation could have resolved. Tow truck exhaust also contributes to ozone formation and respiratory illness, and tire and brake debris from tow operations washes directly into the harbor ecosystem. This is a preventable, State-controlled emission source, inconsistent with Hawaii's 2045

net zero greenhouse gas goals. Scaled across all DOBOR-managed harbors statewide, the climate benefit of a citation-first system is immediate and significant.

- **Ground contamination at Parcel B.** It is petitioner's understanding that the Department of Health has communicated to DOBOR that Parcel B ground is too contaminated from historical boatyard use for a haul-out facility. If this determination exists in writing, the Board should request a copy and require full disclosure in any future PPP solicitation or RFP. The public trust analysis requires environmental transparency.

VIII. The Founding Non-Commercial Condition — A Century of Protection

Territorial protections dating to 1928 established that Ala Wai Harbor land was to remain free from commercial exploitation. Governor Samuel Wilder King's Memorandum No. 122 (July 8, 1957) reaffirmed that founding condition:

"...with the understanding that no commercial leases or other extraneous activities will be authorized by the Board."

Today, two large commercial advertising vans operated by S.F.C. surf school, reading 'NEED A SURF LESSON?' are parked in the triangle lot managed by Secure Parking under its State concession. See Exhibit A. DOBOR has not brought the use of this parking lot to the Board. Petitioner further requests the Board require Secure Parking concession to work with DOBOR/DLNR to remove this large van, or its signage, to ensure endorsement of the law established in 1927, "Hawaii's anti-billboard law", HRS 445-112 .



IX. Three Permit Authorization Failures — The Board Has Seen This Before

RP 157 expired December 31, 2025 — the third permit authorization failure in less than four years. In November 2023, the permit also lapsed through staff error. The Board entered executive session with the AG during BLNR meetings on two occasions and voted 5-2 to retroactively extend. OIP Memorandum Opinion S MEMO 26-03 (April 29, 2026) noted the backdating decision raised legal questions beyond OIP's authority to evaluate. Those questions were never resolved. In both lapsed periods, towing continued without interruption — disproving the claim that enforcement requires permit validity. DOBOR should produce a complete tow log for January 1 through June 30, 2026 and issue refunds to all vehicle owners towed while no valid permit was in place.

- **Lapse 1 — ~11 months (September 2022 – August 2023):** Secure Parking operated on State public trust land without timely Board approval. On August 11, 2023, the Board retroactively approved a permit continuation with a commencement date of September 15, 2022 — collecting 80% of gross receipts under an arrangement that had never come before the Board.
- **Lapse 2 — ~1 month (November 2023):** Permit lapsed through staff error. The Board entered executive session with the AG and voted 5-2 to retroactively extend. Towing continued without interruption during the lapse.
- **Lapse 3 — ~6 months (January – June 2026):** RP 157 expired December 31, 2025. Towing continued without interruption. OIP Memorandum Opinion S MEMO 26-03 (April 29, 2026) noted the backdating decisions raised legal questions beyond OIP's authority to evaluate. Those questions have never been resolved. DOBOR should produce a complete tow log for January 1 through June 30, 2026 and issue refunds to all vehicle owners towed while no valid permit was in place.

The lapse pattern begins earlier than the 2023 and 2025 expirations. On August 11, 2023, this Board approved a permit continuation with a commencement date of September 15, 2022 — meaning Secure Parking had been operating approximately eleven months on State public trust land without timely Board approval, collecting 80% of gross receipts under an arrangement that had never come before the Board. It was DOBOR that failed to bring the renewal forward in time. That administrative failure, repeated twice more, is the thread that connects all three lapses.

When DOBOR did conduct a competitive process in 2023, it published one Request for Information in the Honolulu Star-Advertiser on August 31, 2023. Two companies responded. Diamond Parking Services offered the State 85% of gross receipts; Secure Parking offered only 83%. DOBOR selected the lower-revenue offer — a two-percentage-point difference that, compounded over multiple years, represents a meaningful loss to the State. No public justification for selecting the lower bid has been provided. Act 163 (2022) exempted small boat harbor parking operations from the sealed-bid requirement, but it did not require DOBOR to select the lower offer.

The lapse pattern has also enabled a recurring negotiating dynamic this Board should name. Each time a renewal arrives on short notice, the implicit message is: approve these terms now or there will be no parking services at Ala Wai Harbor. That urgency is not inevitable — the permit contains a 60-day cancellation clause and the Board retains full authority to act. **The public has been asking the Board to consider a short-term renewal — for instance, three months — and to direct DOBOR to return with: (1) a plan to implement an immediate citation-first stage before any tow is authorized, and (2) a six-month implementation timeline for a Hawaii Resident Parking rate. A short renewal keeps all**

options open while giving DOBOR a concrete deadline to address what the public has been requesting for years.

This Board has been in this position before. In a prior Secure Parking contract at a Maui harbor location, the Board voted in alignment with public testimony and directed DOBOR to return with a plan addressing parking enforcement concerns. A few months later, DOBOR reported that the condition had been satisfied — without disclosing what the plan was or how it would be implemented. The Board approved a longer-term renewal on that basis. That outcome should inform how any conditional approval is structured today. The ask is not a general directive to 'improve enforcement.' It is a written plan specifying: a citation fee schedule — HRS §200-14(b) caps the first violation at \$100, but that is a ceiling, not a mandate; the HPD and DOCARE expired-meter fine is \$35, a natural benchmark for identical behavior; and since DOBOR's own filings acknowledge that harbor parking signage needs improvement — meaning poor signage may itself be causing violations — a starting fine in the \$20–\$35 range is appropriate, with the fee rising only as signage is corrected, the enforcement steps between meter overstay and tow, an implementation timeline, and a return to this Board for review — before any multi-year extension is considered.

The promise that citations would precede towing has already been made — to the Legislature, by the DLNR Chair herself. In written testimony submitted March 22, 2022 on HCR 176, then-DLNR Chair Suzanne Case told the House Committee on Water & Land that DOCARE officers should continue to issue parking citations at small boat harbors, and opposed a proposal to appoint Harbor Agents as citation officers. DOCARE issued one parking citation at Ala Wai Harbor in 2022. MR Tow executed 1,920 vehicle tows from the same harbor that year.

The argument that a citation-first system is impractical is foreclosed by models already operating in Honolulu — one of them run by Secure Parking itself. At the Walmart/Sam's Club location, Secure Parking LLC issues a \$20 parking fine as the first enforcement step. Towing is triggered only after a driver accumulates unpaid fines to a \$50 threshold, or after a 'three strikes' escalation. The fine comes first; the tow is the last resort. City and County of Honolulu parks use a 24-hour delay before towing — **these escalation models give drivers a meaningful opportunity to remedy a violation before losing their vehicle.** Secure Parking already knows how to operate a citation-first model. The only reason it does not exist at Ala Wai Harbor is that DOBOR never required it in the contract. Additional State-facility models confirm it is achievable: the Department of Accounting and General Services (DAGS) deputizes parking agents who issue citations at State buildings, and at the Honolulu Zoo, Enterprise Services contracts with ProPark, which issues a \$20 fine. DOBOR has three months and multiple working templates. The Board should require it to implement one.

This Board has extended considerable administrative grace to DOBOR: three retroactive permit approvals, two AG executive sessions held during BLNR meetings, and a repeated pattern of ratifying arrangements that were never brought forward on time. That grace has not been extended to the public. DOBOR and DLNR have themselves acknowledged that harbor parking signage needs improvement — meaning drivers may park in good faith without fully understanding the rules — yet a \$165 tow remains the first and only financial response to a meter overstay. The Legislature used the word 'harsh' to describe the tow-first model — towing as the first financial penalty imposed on a driver for a minor parking violation. A Board that grants its professional administrators leniency for three authorization failures might ask whether that same standard of fairness is owed to the 200 members of the public who will

likely be towed from this harbor this month — and to the approximately 10,000 who have been towed since the first Secure Parking contract began in September 2021, four and a half years ago.

X. The Prince Waikiki — The Boards responsibility to understand the previous Parking and Bathroom Obligations

- **54 public parking spaces.** Approximately 54 public parking spaces at the Prince Waikiki are reportedly available to harbor users with no signage. DOBOR must disclose all available harbor-area parking and mandate signage — especially when scarcity was the ‘rationale’ for towing.
- **The locked public bathroom.** The Prince Waikiki has a contracted obligation to maintain a public bathroom. Petitioner has photographic documentation it is consistently locked with no signage. Remedy: authorize the pink sails sailing company to manage access during operating hours at minimal cost to the State.

XI. A Pattern of Approval Without Accountability — The HHV Parallel

The Hilton Hawaiian Village (HHV) recently received approval to construct an additional building without, any prior compliance review of HHV's existing public obligations: (2) sets of public bathrooms built as a condition of prior development and never opened; and fifteen (15) public parking spaces formerly on Dewey Lane (now Kahanamoku Street), relocated inside HHV's parking structure — with no public accounting of revenue or confirmation the spaces remain accessible. The pattern: new benefits granted without reviewing whether existing obligations have been met. Under HRS 171-6(20), the Board has the authority and obligation to break this pattern.

XII. What a Board-Directed Investigation Should Include

- This July 10, 2026, J-1 ‘back-date’ of a parking concession renewal presents the Board with something it might have the chance to review again this year: a natural moment to verify, before signing, that the enforcement system it has overseen for five years is legally sound. A formal AG opinion on whether delegating real-time towing authority over State public trust land to a profit-driven private contractor is lawful costs the Board nothing and protects it considerably. If the delegation is lawful, the opinion confirms it.** If it is not, the Board will have learned that before approving another extension — not after. The AG's office may have no current awareness that a private contractor is making tow decisions on State land with no State officer involved, or that the Parking Concessionaire is offering refunds to customers who complain. A referral by this Board would be the first formal notice to the State's chief legal officer that this system exists. That is not a burden — it is what trustees do. It is also what the public has been asking this Board to do, as trustees of public trust land that has been legally protected since 1928.
- **Full fiscal audit: September 2021 through July 2026.** All tow revenue, parking fee revenue, DOBOR revenue split, tow company financial arrangements, ATM records, and revenue collected during both lapsed permit periods. Vehicle tows during these contract lapse periods.

- **Remedies audit — private settlements without government oversight.** Secure Parking uses ParkWhiz as the scan-code payment platform at Ala Wai Harbor and Ma‘alaea Boat Harbor (Maui). A documented case at Ma‘alaea records a vehicle towed despite seven completed ParkWhiz payment transactions — ParkWhiz then told the owner it had no record of the license plate number. No State-supervised remedy was provided; Secure Parking responded through its Google business page — a private, unmonitored channel with no government record. This documents both a payment reliability problem and a remedies process with zero State oversight. Secure Parking reportedly brokers informal remedies directly with ‘victims’ of an inappropriate tow — returning mistakenly towed vehicles, reimbursing Taxi/Uber fares, refunding overcharges, and gifting monthly State parking permits as compensation — all without a post-tow hearing – that normally has an Deputy AG present, DOBOR oversight, or government record. The Board must know the scale, who has been making these decisions the past 5 years, and whether State resources are being dispensed without authorization.
- **ATM records at MR Tow's impound lot.** Operator identity, transaction volume, fees charged, and any financial arrangement between the ATM operator and the tow company.
- **Interviews with persons who have had their vehicle towed.** Written statements documenting actual costs, cash demands, conditions at the private impound yard, and informal remedies offered.
- **Original Secure Parking contract review.** Scope of enforcement authority granted, revenue-sharing terms, citation authority provisions, procurement compliance, and resolution of the DLNR versus BLNR contracting authority question raised at the June 26, 2026 meeting.

Conditions Requested — Authority: HRS 171-6(20)

HRS 171-6(20): 'Do any and all things necessary to carry out its purposes and exercise the powers granted in this chapter.' The following conditions are requested as conditions of any renewal of RP No. 157:

- **1. Citation pilot at Parcel B.** Secure Parking shall issue parking violation fines of \$20-\$50 as the first enforcement response to meter overstays at RP 157, with a scan-code payment option for remote payment and immediate release. Report citation data, revenue, and compliance outcomes to the Board at the next renewal.
- **2. Cease and desist on towing for minor violations.** Towing shall not be the first enforcement response to expired-meter overstays at Ala Wai Harbor pending a citation-first framework consistent with SCR 58.
- **3. Tow trucks are not parking enforcement officers.** Tow truck operators shall have no independent authority to initiate a tow. No tow shall occur without documented review by a Secure Parking employee — not a tow truck driver — and for meter overstays, only after a citation has been issued and the payment period has expired. Tow trucks shall not patrol harbor lots or be dispatched based solely on live meter data accessed by tow truck personnel. NOTING THAT: At the September 10, 2021 BLNR meeting, DOBOR Administrator Edward Underwood responded to Board Member Tommy Oi’s question about who would be monitoring the harbor grounds. The answer on the record: “Yes, that’s what Secure Parking does, normal parking management.” The Board was told

Secure Parking employees would monitor the lot. Tow truck drivers monitoring live meter data from their vehicles was not what the Board was told to expect.

- **4. No tow truck staging in the harbor.** Tow trucks shall not stage or wait within Ala Wai Small Boat Harbor, and tow truck drivers cannot serve as 'parking attendants' monitoring the 'live' meter expiration time.
- **5. AG opinion on enforcement delegation.** DOBOR shall request a formal written AG opinion on the lawfulness of the current enforcement delegation structure.
- **6. Post-tow hearing process.** DOBOR shall establish a formal, government-overseen post-tow dispute process. No financial remedy — vehicle return, refund, or parking permit — may be offered without government oversight and a written record. Secure Parking shall disclose all informal remedies brokered since September 2021. Secure Parking could give remedies if the 100% of the 'refunds' are from Secure Parking LLC own budget ('Our Bad, here's a refund') but it should not reduce the 80% to the State, and these need to be reported in the monthly statement. 'The refunds process should be formalized how these decisions are made and by who, needs to be formalized in policy; how much authority Secure Parking has, such as returning 'mis-takenly towed' vehicles back.
- **7. Full fiscal and remedies audit.** Complete financial audit of Secure Parking's operations from September 2021 through July 2026, including all tow revenue, parking fees, DOBOR revenue split, ATM records, tow company arrangements, and informal remedies.
- **8. Correct parking signage.** The word "unavailable" does not appear on harbor signage — but the word "unauthorized" does, and it is legally incorrect. In standard parking management, "unauthorized" describes a vehicle with no right to be on the property — a trespasser on private land. A driver who paid to park at Ala Wai Harbor and overstayed the meter by one hour is not a trespasser. They have a civil administrative obligation on State public trust land. The existing signage's use of "unauthorized" conflates those two legally distinct situations and should be corrected. Additionally, harbor signage currently contains no ground markings distinguishing paid-public stalls from permit-holder stalls — the industry standard is "PERMIT ONLY" in 10-inch painted letters on the ground. In October 2021, 200 harbor users signed a petition delivered to DOBOR requesting ground signage. DOBOR did not act. In the same month, petitioner personally offered DOBOR a fabricated metal "NO NIGHT PARKING 10:30 PM TILL 4:30 AM" sign, with the standard tow symbol, that could be attached to existing sign posts at no cost to the State. DOBOR declined. Vehicles continued to be towed at 10:30 PM for years afterward. DOBOR's own J-1 submissions acknowledge signage needs improvement. The Board should require: (a) replacement of "unauthorized vehicles will be towed" with language accurately describing the civil violation and its remedy; (b) ground markings on all permit-holder stalls; and (c) clear night-closure signage using standard symbols visible from a vehicle. As further evidence of the signage problem: the State's own reserved employee parking sign misspells the agency name — the sign reads "DOBAR" instead of "DOBOR" (Division of Boating and Ocean Recreation). A State agency that cannot correctly spell its own name on an official tow-warning sign is not positioned to argue that current signage adequately informs the public.

- **9. Remove commercial advertising vehicles.** Secure Parking shall remove S.F.C. Surf vans and any other commercial advertising written on vehicles from all State harbor lots and disclose any revenue received. Secure Parking and DLNR need to be aware the Hawaii's 'billboard law'.
- **10. Tow refunds for unpermitted period.** DOBOR shall produce a complete tow log for January 1 through June 30, 2026 and issue refunds to all vehicle owners towed while RP 157 was expired.
- **11. Environmental disclosure.** DOBOR shall disclose the DOH letter regarding Parcel B soil contamination and calculate and report the annual greenhouse gas cost of the tow-first policy, consistent with Hawaii's 2045 net zero greenhouse gas goals.
- **12. Area clarification.** DOBOR shall confirm the correct square footage of RP 157 before any future permit, PPP solicitation, or RFP.
- **13. Prince Waikiki compliance.** DOBOR shall disclose all available harbor-area public parking, require signage, and enforce the Prince Waikiki public bathroom maintenance contract.
- **14. Original contract and procurement review.** DOBOR shall produce the original Secure Parking contract for Board review, certify compliance with HRS Chapter 103D and non-profit preference requirements, and resolve the DLNR versus BLNR contracting authority question before any future award.
- **15. Kaiser and Hobron deed review.** DLNR and BLNR counsel shall review the Kaiser Foundation donation and the Hobron Trust deed for haul-out requirements or public-access conditions before any PPP solicitation proceeds.
- **16. Lapse accountability.** DOBOR shall submit a written explanation of the process failures resulting in three permit lapses in less than three years and corrective measures now in place.
- **17. Enforcement analytics disclosure.** As a condition of this renewal, Secure Parking Hawaii LLC shall produce, within 30 days, all time-stamped data showing the interval between meter expiration and tow initiation at Ala Wai Harbor for the full contract period, September 2021 through present. This is a permit condition, not a request. Secure Parking operates on State public trust land under a revocable permit; the Board has full authority under HRS §171-6(20) to require disclosure of operational data as a term of any permit it grants. The public has reported a pattern of near-immediate towing with no meaningful interval between meter expiration and vehicle removal. A citizen testified before the Waikiki Neighborhood Board in Fall 2025 — with supporting documentation — that a vehicle was towed within seven minutes of meter expiration at Ala Wai Harbor. That record is publicly obtainable. As trustees of State public trust land, the Board has both the authority and the obligation to verify whether what the public is reporting is true. The analytics data will answer that question definitively — and will show the Board, for the first time, exactly how this enforcement system operates in real time, on State land, with no State employee present.

From 2022 through 2025: 9,323 vehicles towed. 34 citations issued. Zero State revenue to the boating special fund from towing. 30 metric tons of CO2 from towing in 2024 alone. 31 community members testified at the June 26 meeting. Zero supported the status quo. Kewalo Harbor issues \$50 parking fines. ProPark issues citations at the Zoo. Secure Parking issues \$20 fines at Walmart. The statute caps the first offense at \$100. The current system imposes \$225-\$300, with no before tow meeting-hearing, no State

oversight, private remedies dispensed off the books, and tow truck drivers acting as parking enforcement officers on State public trust land — taking vehicles to a private impound yard with essentially no government accountability for what happens there.

If the Board does not act today, it may not have another opportunity to address this contract before the end of the year. Based on the 2022–2025 towing data, at least 200 people every month will continue to face the stress and financial burden of having their vehicle towed from State public trust land at the Ala Wai Small Boat Harbor — without a prior citation, without a warning they can act on to clear, and without meaningful recourse.

This land has been held in public trust since before statehood — protected since 1928, reaffirmed in 1957 — for the benefit of the people of Hawaii. BLNR Members please:

"Do any and all things necessary." — HRS 171-6(20). This is the Board's moment to do exactly that.

Mahalo.

This testimony does not waive, modify, or otherwise affect any rights petitioner retains in connection with the Request for a Contested Case Hearing filed October 3, 2025, or arising from any Board action taken in response to that request, including the Board's June 26, 2026 denial (Item J-5).

Respectfully Submitted,

Kate Thompson

30-Year Mooring Permit Holder, Ala Wai Harbor

Holds USCG Licensed 50-Ton Master: 'Captain'

Co-Founder, SurfParking.org

katet@me.com | 808-387-0321

In document Exhibits:

Exhibit A: Rendering of possible widening of bridge along Ala Moana Blvd.

Exhibit B: Collage of three photos related to Honey Bee USA Inc. that was not built in 2008-2016 era.

Exhibit C: Secure Parking's monthly parking permit to S.F.C. surf school van, and other commercial vehicles in triangle lot, Ala Wai Harbor — alleged violation of Hawaii's anti-billboard law, HRS §445-112

Attached Exhibits:

Exhibit D: 'Parcel B' lot overview, including parking signage and restroom status

Exhibit E: Secure Parking 'Violations' page on their website — the parking management company is already fully capable of issuing parking violations and collecting the related fines.

Exhibit F: Secure Parking signage at Walmart/Sam's Club

Additional Photos and Exhibits:

Reference: Honolulu Star-Advertiser, January 3, 2023 — reporting tow truck staged at Ala Wai Harbor Reference:

Authority: HRS 171-6(20) — Board of Land and Natural Resources

Reference: Governor Samuel Wilder King, Memorandum No. 122, (Ex. Order #1795), July 8, 1957

See Parking Enforcement Numbers for Ala Wai Small Boat Harbor: Final Exhibit Below

Exhibit D: Parcel B lot overview, including parking signage and restroom status





Exhibit D: Parcel B lot overview, including parking signage and restroom status Difficult yet possible to maintain.

EXHIBIT PHOTO — Public bathroom at Ala Wai Harbor: vandalism and deferred maintenance documented. The Prince Waikiki holds a contracted obligation to maintain an accessible public bathroom for harbor users. This photo documents the condition resulting from that obligation going unenforced. Maintaining a public bathroom on State public trust land is difficult — but it can be done. A low-cost solution exists: authorize the “Pink Sails” sailing company, which already operates on-site, to manage bathroom access during their operating hours, locking at night and opening for the public when staff are present. The contract obligation must be enforced. Harbor users — boaters, families, and visitors to a State public trust facility — deserve access to a functioning public bathroom.

Exhibit E: Secure Parking LLC Violations Payment link on their website



Secure Parking LLC at Walmart/Sam's Club Parking Tickets issues \$20 parking fines, they call 'Breach' Violations. After \$50.00 of unpaid fines vehicles are then subject to tow.

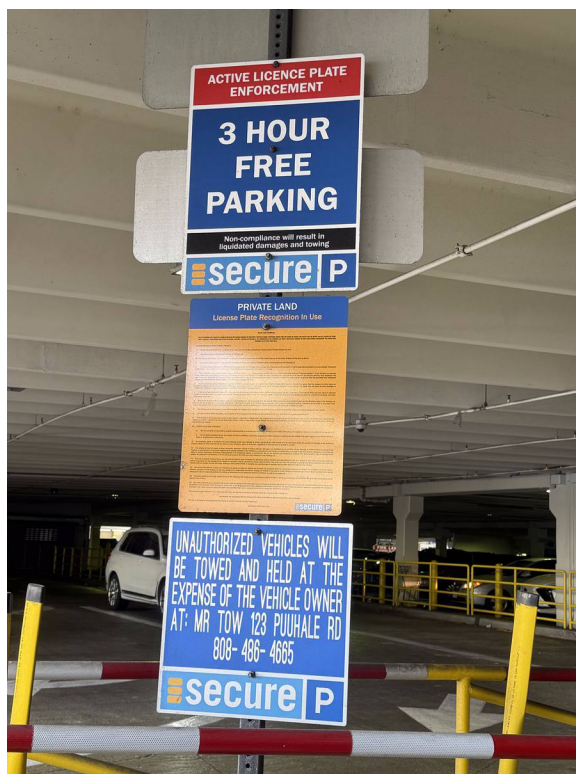


EXHIBIT PHOTO 8 — Secure Parking at nearby Walmart/Sam's Club: "ACTIVE LICENCE PLATE ENFORCEMENT / 3 HOUR FREE PARKING / Non-compliance will result in liquidated damages and towing." Same Secure Parking company, same MR Tow contract — but citation-first enforcement. At State public trust land, Secure Parking LLC skips that step entirely at Ala Wai Small Boat Harbor.

Exhibit B

Minimum Duties for Parking RP in the Haul Out at Ala Wai SBH

1. Manage the Division of Boating and Ocean Recreation's ("DOBOR") parking operations in this area at the harbor.
2. Ensure signage is clear and easy to find to inform customers about parking policies, time limits, and locations of pay stations.
3. Collect parking fees assessed in accordance with Hawaii Administrative Rules Section 13-233.
4. Submit monthly gross receipt revenue and report to DOBOR within Ten (10) calendar days of the end of the preceding month.
5. Ensure parking compliance throughout the facility and work directly with the DOBOR staff, DOCARE and DOBOR's towing contractor.
6. Ensure that proper parking signage is displayed throughout the facility. Ensure signs, markings, and lighting are clearly visible and functional.
7. Enhanced Signage and Warnings
 - a. Water Hazard Signs: Place clear and visible signage warning of the hazard at multiple points along the parking area's edge.
 - b. Restricted Areas: Use signs to indicate any restricted zones where vehicle or pedestrian access is unsafe.
8. Participate in any and all post-tow hearings.

Exhibit: Secure Parking Contract wording: 'Ensure that proper Parking Signage is displayed throughout the facility. Ensuring signs, markings and lighting are visible and functional.'

Secure Parking LLC, during the 2021 through June 2026 focused their signage on the Paid areas only.

EXHIBIT PHOTOS — Ala Wai Harbor Parking Enforcement Tow Trucks Present, But No DOCARE Officers OR Secure Parking Staff on a Daily Basis



EXHIBIT PHOTO 1 — MR Tow LLC truck staged at Ala Wai Harbor parking lot. No Secure Parking employees are present as parking monitors. No state official present. The private tow truck driver is the sole enforcement presence on State public trust land.



EXHIBIT PHOTO 2 — Second MR Tow LLC truck at Ala Wai Harbor. Boats and harbor facilities visible in background. Tow trucks routinely stage at the harbor lot.



EXHIBIT PHOTO 3 — MR Tow LLC truck in the Ala Wai Harbor area, photographed-----Same truck, same driver, same handheld device showing real-time meter expiration data.

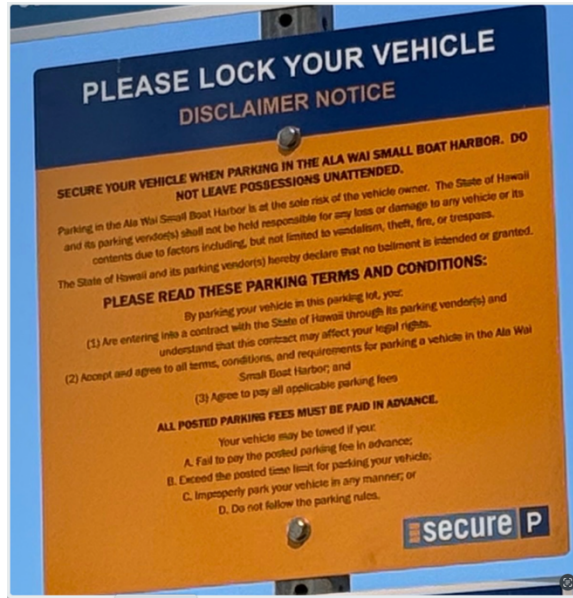


EXHIBIT PHOTO 4 — Secure Parking disclaimer sign at Ala Wai Harbor: "The State of Hawaii and its parking vendor(s) shall not be held responsible for any loss or damage to any vehicle or its contents... no bailment is intended or granted." Posted on State public trust land. Ala Wai Harbor lot entrance: "PAID LOT / PAY-BY-PLATE" with tow warning.

No mention of a citation stage. No mention of a grace period. No mention of a fine option, because these 'due process guardrails' do not exist in this the State's Contract with Secure Parking at State Board Harbors.

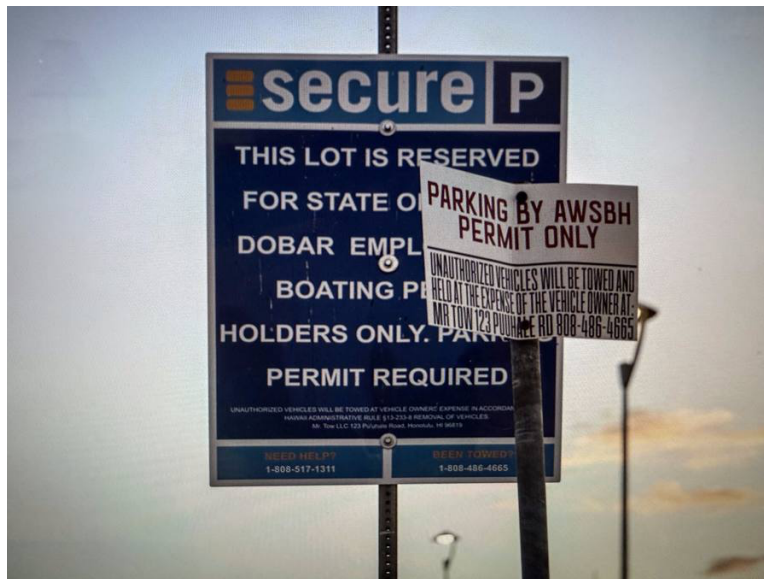


EXHIBIT PHOTO 5 — State sign at Ala Wai Harbor reads "DOBAR" — the correct abbreviation is "DOBOR" (Division of Boating and Ocean Recreation). A permit-only stall sign overlaps it, compounding the confusion.

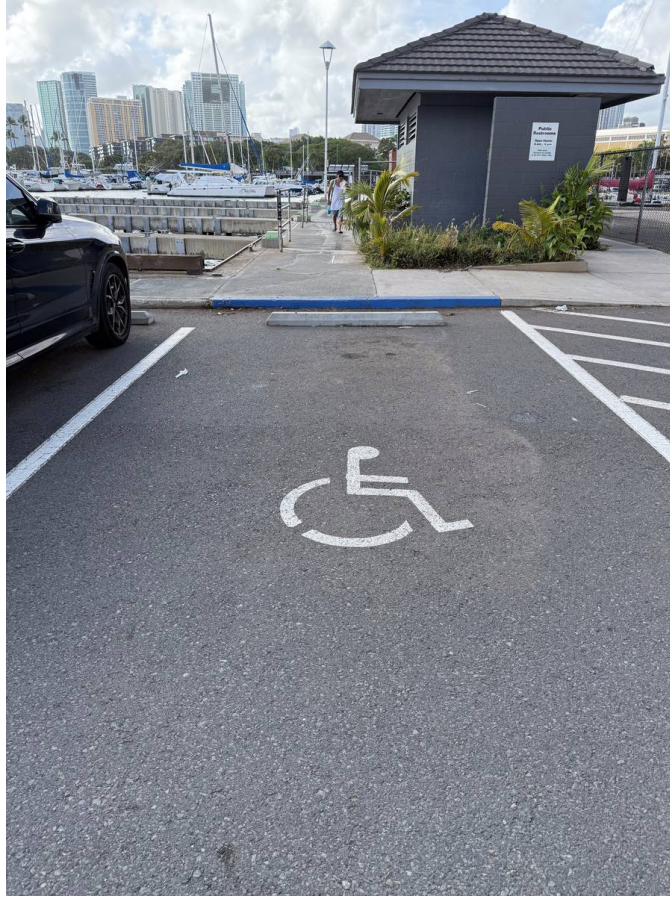


EXHIBIT PHOTO 7 — Handicapped parking stall at Ala Wai Harbor. No posted rules indicating whether this stall is free, paid, time-limited, or subject to permit requirements. Ground markings limited to the accessibility symbol only.

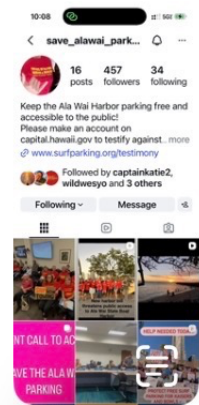


Unclear

We asked to add
sign/ Refused



LONG Standing Community Activism to protect the Ala Wai Small Boat Harbor as public resource and Beach Access Site



ALA WAI

Continued from A1

cars towed on a daily basis, especially from the harbor's permit and recreational zones. Thompson said she and others want the state to end its instant towing policy at the harbor, as well as install new parking signage to replace confusing language as well as signs covered with graffiti or which are faded.

They also want faded and nonuniform stall markings repainted so that drivers know where to park.

The state Department of Land and Natural Resources' Division of Boating and Ocean Recreation told the Honolulu Star-Advertiser on Thursday that it could not immediately respond to questions due to the upcoming holiday.

Secure Parking Hawaii Inc., which has held a month-to-month revocable permit to manage harbor parking since September 2021, also said it could not immediately respond to the Star-Advertiser's request for a comment due to the holiday.

Mr. Tow LLC, which the state contracted with in July 2020, declined to comment. The state Office of Consumer Protection noted only two complaints for the company since 2019. Both complaints were filed March 18, 2022. One was disposed of because the OCP found the complainant unresponsive, and the other for insufficient evidence.

Anxiety about the future of the public recreational area has been heightened since the state, years ago, broadened the harbor's redevelopment options through Act 197 and HRS 171-4(19), paving the way for a public-private partnership. DOBOR has permission from the Board of Land and Natural Resources to issue another request for proposals to redevelop Ala Wai Small Boat Harbor under a lease arrangement that could extend up to 65 years.

A VISION report, released in July 2022 and developed for the state by the University of Hawaii Community Design Center and UH's Department of Urban and Regional Planning, calls for a partner willing to participate on an upgrade, estimated to cost \$251 million to \$356 million, that focuses on delivering essential harbor functions, improving community amenities and preparing for climate change. Since the vision report laid out a construction timeline that could start June 1, 2024, and end by June 1, 2028, the subject of the harbor is expected to be part of the upcoming legislative session and could lead to parking changes.

Rep. Adrian Tan (D-Haiku-Ala Moana-Kakaako), said discussions about a public-private partnership for the harbor are likely to emerge this session.

"I will approach everything with an open mind, but as of right now, I'm not supportive of a public-private partnership," Tan said.



Users of the Ala Wai Small Boat Harbor want the state to end its instant towing policy, as well as install new parking signage to replace confusing language and signs covered with graffiti or which are faded.

He added that he understands the frustration over parking at the harbor, and thinks that the issue also may be revisited this session. "It's kind of a double-edged sword," Tan said. "People don't want to pay for parking, but if someone is allowed to hog a spot, especially a worker, it limits recreational access."

Tan said he would consider converting more free parking at the harbor to paid parking if it better balanced the interests of all users. However, before the state does that, he favors exploring setting parking time limits and marking car tires.

He said regardless of the parking policy chosen, the state needs to improve signage and paint the stalls uniformly.

Thompson said if the state puts an end to free parking at Ala Wai Small Boat Harbor, more recreational users could be at risk of getting towed as they will be forced to use the harbor's paid parking, where some of the signs are faded and have confusing verbiage. She said parking stall lines also are faded, making it difficult to distinguish white lines from yellow lines, especially at night.

Wohner said her car was once towed from the harbor when she accidentally parked in a permitted parking stall instead of the adjacent free stall.

"The sign in front of my car was for free parking, but the space was on a diagonal so I missed the other signage," she said.

Thompson has started a change.org petition, bit.ly/3Gv7bVn, objecting to the state's instant towing policy, which she said is overly harsh at about \$200 a pop.

Indeed, Mala Hill, Grassroot Institute of Hawaii policy director, said the state might consider how its

PARKING REMEDIES

- >> Remove and replace all extremely faded signs.
- >> Ground label every stall to designate if it is paid parking or for ocean access or boat owners.
- >> Add square reflective pavement markers on the street facing the end of parking stalls that are designated for boat owners with parking permits.
- >> Limit disability parking to four-hour limit to provide more opportunity for access.
- >> Ensure that pole signage and ground signage for disability parking is clearly marked and differentiated from the adjacent whitestriped access spot, which is supposed to be for loading and unloading.
- >> Install signage defining who can park in the free public recreational area, especially indicating that the spaces are not for nearby employees or hotel guests to use. Valet parking should not be allowed either.
- >> Add signage to the free recreational parking lot that can be seen at night to clarify that no parking is allowed from 10:30 p.m. to 6 a.m.
- >> Consider installing smartmeters, which allow local residents to enter a credit bypass payment or have a reduced payment.
- >> Develop proper parking signage, which has not been designed by the parking or towing companies.
- >> Remove all temporary signs that were designed by Mr. Tow.
- >> Hire a land surveyor to conduct a parking lot improvement survey, which shows each stall, its category, and if it is the proper size so that cars are not towed for going over the line.
- >> Install a large 4-foot by 6-foot illuminated sign that displays an accurate parking map and the parking rules. Add a QR code for more information. Placement should be in a high-visibility spot such as the boat-turnout site in front of the likai.

Source: Kate Thompson

instant-tow policy fits into the nationwide discussion about overreach of fines, especially pertaining to asset forfeiture as well as the emergence of governments using fines as a way to bring in more revenue.

The 9th Circuit Court of Appeals recently ruled in *Pimentel v. the City of Los Angeles* that the Eighth Amendment's Excessive Fines Clause applied to parking meter fines, which were made excessive through late-payment penalties.

If it reviews its instant-towing policy, Hill said the state should consider that

"people need a lot of warning, and there should be transparency. You can't have a giant gulf between what you did wrong — a parking meter — and the financial result a \$200 tow, not to mention all of the inconvenience of going to get your car."

Thompson said she has contacted DOBOR, DLNR and former Gov. David Ige's administration about her parking concerns.

She received a Nov. 7, 2022, letter from Ige, which stated that Hawaii Administrative Rule Section 13-233-8 gives DLNR the authority to

tow any vehicle at any time for nonpayment of parking charges. Ige told Thompson that existing laws and administrative rules do not provide for any grace period or "pause" in enforcement for overstaying.

"As you are well aware, Ala Wai Small Boat Harbor is one of the most heavily used and trafficked public facilities in the State," Ige said in his letter to Thompson. "Therefore, the Department must facilitate fair and equitable use of the public facilities to residents and visitors alike, which includes removal of vehicles parked in violation of any parking laws and rules."

THOMPSON HAS since reached out to Gov. Josh Green's administration, and said she was provided with a community resource contact to restart the process.

Parking has long been a concern at the harbor, where more than half of the parking stalls became permit parking or metered parking in 2008. Save Our Surf and other like-minded groups negotiated at that time to keep about 300 harbor parking stalls free of charge to recreational users.

The state hired Diamond Parking to enforce the 2008 parking changes, which preceded a class-action lawsuit in 2010 in U.S. District Court. The suit, which was ultimately settled, alleged that defendants — Diamond Parking, Gino's Powerlift Towing, the state and others —

"seized, towed, impounded and ticketed plaintiff's vehicles" parked in the harbor's public areas and failed to provide "procedural safeguards including notice and meaningful opportunity to dispute private property deprivation by state's action."

The state Land Board in 2020 last stopped a plan to eliminate 125 free stalls — more than 40% of the free

stalls at the harbor. DOBOR told the state Land Board at the time that eliminating some of the free parking would provide more support to commercial activities, which had been growing, at the harbor. DOBOR said many of the free parking spaces were being used by employees of nearby hotels and other businesses rather than the harbor's recreational users.

Instead of approving DOBOR's plan, the Land Board directed the division to work with harbor stakeholders to develop a comprehensive parking plan for the harbor.

Thompson said she initiated an October walk-through of the harbor's parking with DOBOR Oahu District Manager Bruce Swartz and Ala Wai harbor master Corey Fujikura. During the walk-through, Thompson said the officials pointed out that Mr. Tow had created some new temporary parking signage, which was installed about April 2022.

As required by HRS §250-11, the signage created by Mr. Tow states in 2-inch, light-reflective letters on a contrasting background that the vehicle parked without authorization will be towed and held at the expense of the vehicle owner, and includes the name, address and a telephone number of the facility where the vehicle will be towed and held.

Thompson said the lettering on the temporary signage is so compact that it is hard to read, and in her view the towing company should not have been involved in its creation.

Thompson said harbor officials told her that new permanent parking signage had been approved. But she said it hasn't been installed.

"It's been in the works for over a year," Thompson said. "That's unacceptable."

related to easing of pandemic restrictions in Asia. Medrano said Honolulu's illegal fireworks shows are often thought to be rooted in local culture.

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INJURIES

Continued from A1

condition after fireworks exploded in his face about 12:49 p.m. Saturday.

burns to his lower legs. >> In Ewa Beach, a 55-year-old man was injured about 5:56 p.m. Saturday after fireworks exploded near his face. He was taken to a hospital in serious condition due to loss of vision.

emergency room in serious condition. >> On Sunday at 3:29 a.m., EMS took a 33-year-old man to an emergency room in serious condition after fireworks exploded in his

3:55 a.m. She was treated and transported to a hospital in serious condition.

These cases, which happened over the holiday weekend, added to Hono-

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NO

LPR Camera Car in the Harbor

...unless it issues a

'SMALL KINE FINE'

\$35 ticket FIRST — not a \$165 tow

Stop towing us as the first financial penalty

Email by Wed. June 25, midnight:
BLNR.Testimony@hawaii.gov
 Subject: OPPOSE J-5, grant Kate Thompson a CCH
▼ Full email script in first comment



Photo of the Duke Kahanamoku Beach and Duke Kahanamoku Lagoon

This area is the is the area Land Board members, and Legislators will be constantly on guard to protect from what Governor Waihee described as ‘Creepy Commercialism’

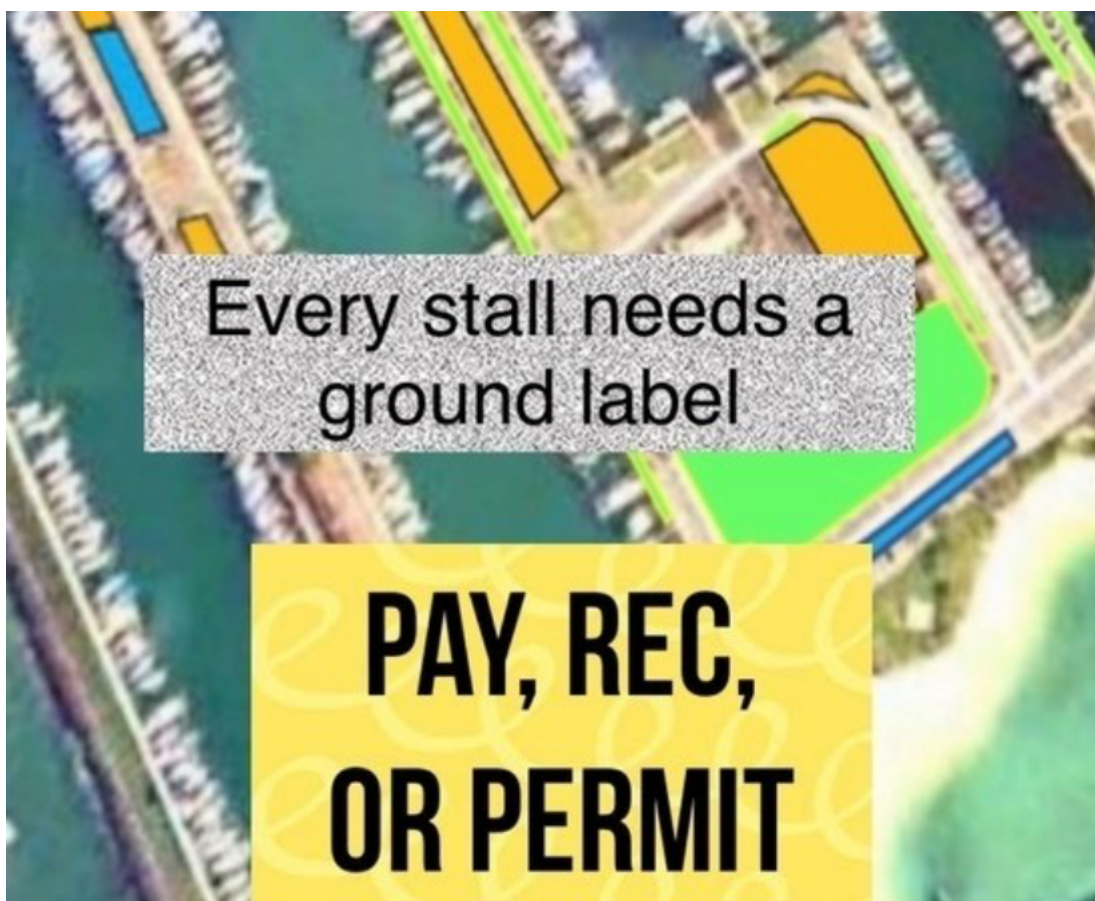


EXHIBIT PHOTO 13 — Change.org petition graphic, October 2021: "Every stall needs a ground label — Pay, Rec, or Permit." Petition signed by 200 harbor users and submitted to DOBOR on October 15, 2021. No ground signage has been added in the five years since.

*Petition to DOBOR, Submitted October 15, 2021 — signed by 200 harbor users requesting ground signage on permit stalls and night-closure sign improvements. Change.org petition:
change.org/Signage_to_prevent_towing_AlaWaiHarbor*



Exhibit A-2

Parking Plan



Exhibit A-2

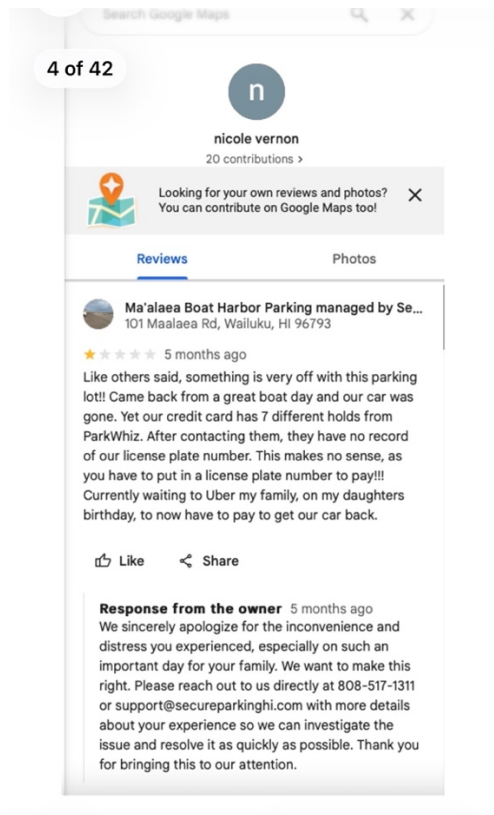


EXHIBIT PHOTO 12 — Google review, Ma'alaea Boat Harbor (Maui), managed by Secure Parking Hawaii LLC under the same Park Whiz payment system used at Ala Wai Harbor. Customer completed 7 payment transactions; vehicle still towed; ParkWhiz had no record of license plate number. Remedy offered through private Google response — no State oversight, no government record.

APPENDIX — REBUTTAL TO DOBOR ADMINISTRATION’S LETTER TO THE WAIKIKI NEIGHBORHOOD BOARD

DOBOR’S Administrator, Meghan Statt’s Letter to Waikiki Neighborhood Board · February 10, 2026 · BLNR Exh. 7/10/26

Issue	What Statte Said (WNB Letter, Feb. 10, 2026)	The Reality / Counter-Evidence	Status
1. Citation penalties	"The statute provides for fines of \$100 for a first violation, \$200 for a second violation, and \$500 for a third or subsequent violation."	HRS §200-14(b) says “not more than” those amounts — statutory maximums, not fixed mandatory fines. Removing those three words changes the law. This misquote appears in the WNB letter, legislative testimony by four State employees (two of them lawyers), and the J-5 denial. Never corrected on the record.	Misstatement of law
2. Towing has not replaced citations	"Towing has not replaced citations. Citations remain available to DOCARE officers."	Jan 1, 2022 – Dec 31, 2025: 9,323 tows · 34 citations · 274:1 ratio. Any member of the public visiting this lot had a greater than 99% chance of being towed rather than receiving a citation for the same infraction.	Contradicted by data
3. Warnings are a new public benefit	"The LPR system will provide two warnings before towing — a benefit not currently available."	A warning tracked silently by license plate is not a benefit — it is a hidden liability with no due process. It cannot be paid off, contested, or cleared. A family member who drives the same vehicle unknowingly adds to the count. Each warning is an invisible step toward a \$200 tow the owner cannot see, dispute, or stop.	Misrepresents harm
4. DOCARE staffing justifies towing	"DOCARE officers have limited availability, making citation-based enforcement impractical for routine parking violations."	DLNR Chair Suzanne Case testified on HCR 176 that DOCARE does and should continue to issue parking citations at State small boat harbors — directly contradicting this position. DAGS managed 5,028 citations and 1 tow statewide in 2025 using deputized officers. “Limited availability” is an administrative choice, not a legal justification.	Contradicted by Chair Case / DAGS data
5. Towing is fair and longstanding	"Towing is a longstanding and fair enforcement mechanism at state small boat harbors."	If towing was already fair, why is DOBOR now proposing a two-warning system to address fairness concerns? These two positions cannot both be true. SCR 58 (2026) describes towing as an “excessively harsh penalty” and urges citation-based alternatives.	Internal contradiction
6. Signage deficiencies	"DOBOR acknowledges that signage contributed to some towing activity and improvements are being made."	This is an admission that DOBOR knew signage was inadequate while 9,323 members of the public were towed. If people were towed in part due to inadequate notice, that directly implicates whether enforcement was reasonable and consistent with due process.	Admission supporting review
7. Towing revenue and accountability	(Not addressed in the Statt WNB letter.)	100% of towing revenue from all 9,323 tows went directly to Secure Parking Hawaii LLC — not to the State, DOBOR, or DLNR. DOBOR is the sole outlier among comparable public parking programs in Hawaii operating daily enforcement without a citation stage, fully delegated to a private contractor with a direct financial interest in	Private profit / no citation stage

Issue	What Statte Said (WNB Letter, Feb. 10, 2026)	The Reality / Counter-Evidence	Status
		towing.	
8. System is consistent with law	"The parking enforcement program at Ala Wai Small Boat Harbor is consistent with applicable law and DOBOR's statutory authority."	SCR 58 (2026) describes towing as an "excessively harsh penalty." Four State employees misquoted HRS §200-14(b) in official testimony. DLNR Chair Case told the Legislature DOCARE should issue citations. 9,323 members of the public were towed without a citation stage. Whether this system is "consistent with law" is precisely what a contested case hearing would resolve.	Disputed — CCH required

KEY LEGAL POINT: HRS §200-14(b) actual text: "...shall be fined NOT MORE THAN \$100 for a first violation" — statutory ceiling, not mandatory minimum. The Statte letter omits "not more than" in every citation of this statute, converting a discretionary ceiling into an apparent mandatory minimum. This misquote was repeated in four separate official submissions from DOBOR/DLNR and never corrected on the record.

BLNR Rules:

§171-6 Powers. Except as otherwise provided by law, the board of land and natural resources shall have the powers and functions granted to the heads of departments and the board of land and natural resources under chapter 26.

In addition to the foregoing, the board may:

- (1) Adopt a seal;
- (2) Administer oaths;
- (3) Prescribe forms of instruments and documents;
- (4) Adopt rules which, upon compliance with chapter 91, shall have the force and effect of law;
- (5) Set, charge, demand, and collect reasonable fees for the preparation of documents to be issued, for the surveying of public lands, and for the issuing of certified copies of its government records, which fees, when collected, shall be deposited into the state general fund, unless otherwise specified in this chapter;
- (6) Establish additional restrictions, requirements, or conditions, not inconsistent with those prescribed in this chapter, relating to the use of particular land being disposed of, the terms of sale, lease, license, or permit, and the qualifications of any person to draw, bid, or negotiate for public land;
- (7) Reduce or waive the lease rental at the beginning of the lease on any lease of public land to be used for any agricultural or pastoral use, or for resort, commercial, industrial, or other business use where the land being leased requires substantial improvements to be placed thereon; provided that such reduction or waiver shall not exceed two years for land to be used for any agricultural or pastoral use, or exceed one year for land to be used for resort, commercial, industrial, or other business use;
- (8) Delegate to the chairperson or employees of the department of land and natural resources, subject to the board's control and responsibility, such powers and duties as may be lawful or proper for the performance of the functions vested in the board;
- (9) Use arbitration under chapter 658A to settle any controversy arising out of any existing or future lease;
- (10) Set, charge, and collect reasonable fees in an amount sufficient to defray the cost of performing or otherwise providing for the inspection of activities permitted upon the issuance of a land license involving a commercial purpose;
- (11) Appoint masters or hearing officers to conduct public hearings as provided by law and under such conditions as the board by rules shall establish;

(12) Bring such actions as may be necessary to remove or remedy encroachments upon public lands. Any person causing an encroachment upon public land shall:

(A) Be fined not more than \$1,000 a day for the first offense;

(B) Be fined not less than \$1,000 nor more than \$4,000 per day upon the second offense and thereafter;

(C) If required by the board, restore the land to its original condition if altered and assume the costs thereof; (D) Assume such costs as may result from adverse effects from such restoration; and

(E) Be liable for administrative costs incurred by the department and for payment of damages;

(13) Set, charge, and collect interest and a service charge on delinquent payments due on leases, sales, or other accounts. The rate of interest shall not exceed one per cent a month and the service charge shall not exceed \$50 a month for each delinquent payment; provided that the contract shall state the interest rate and the service charge and be signed by the party to be charged;

(14) Set, charge, and collect additional rentals for the unauthorized use of public lands by a lessee, licensee, grantee, or permittee who is in violation of any term or condition of a lease, license, easement, or revocable permit, retroactive to the date of the occurrence of the violation. Such amounts shall be considered delinquent payments and shall be subject to interest and service charges as provided in paragraph (13);

(15) Set, charge, and collect reasonable fines for violation of this chapter or any rule adopted thereunder. Any person engaging in any prohibited use of public lands or conducting any prohibited activity on public lands, or violating any of the other provisions of this chapter or any rule adopted thereunder, for which violation a penalty is not otherwise provided, shall be:

(A) Fined not more than \$5,000 per violation for a first violation or a violation beyond five years of the last violation; provided that, after written or verbal notification from the department, an additional \$1,000 per day per violation may be assessed for each day in which the violation persists;

(B) Fined not more than \$10,000 per violation for a second violation within five years of the last violation; provided that, after written or verbal notification from the department, an additional \$2,000 per day per violation may be assessed for each day in which the violation persists;

(C) Fined not more than \$20,000 per violation for a third or subsequent violation within five years of the last violation; provided that, after written or verbal notification from the department, an additional \$4,000 per day per violation may be assessed for each day in which the violation persists; and

(D) Liable for administrative costs and expenses incurred by the department and for payment for damages, including but not limited to natural resource damages.

In addition to the fines, administrative costs, and damages provided for hereinabove, for damage to or theft of natural resources, the board may also set, charge, and collect a fine that, in its discretion, is appropriate considering the value of the natural resource that is damaged or the subject of the theft. In arriving at an appropriate fine, the board may consider the market value of the natural resource damaged or taken and any other factor it deems appropriate, such as the loss of the natural resource to its natural habitat and environment and the cost of restoration or replacement. The remedies provided for in this paragraph are cumulative and in addition to any other remedies allowed by law.

No person shall be sanctioned pursuant to this section for the exercise of native Hawaiian gathering rights and traditional cultural practices as authorized by law or as permitted by the department pursuant to article XII, section 7, of the Hawaii state constitution;

(16) Issue revenue bonds, subject to the approval of the legislature. All revenue bonds shall be issued pursuant to part III of chapter 39, except as provided in this chapter. All revenue

bonds shall be issued in the name of the department and not in the name of the State. The final maturity date of the revenue bonds may be any date not exceeding thirty years from the date of issuance;

(17) Pledge or assign all or any part of the receipts and revenues of the department. The revenue bonds shall be payable from and secured solely by the revenue derived by the department from the industrial park or parks for which the bonds are issued;

(18) Reimburse the state general fund for debt service on general obligation bonds or reimbursable general obligation bonds issued by the State for purposes of this chapter;

(19) Notwithstanding part II of chapter 205A to the contrary, plan, design, construct, operate, and maintain any lands or facilities under the jurisdiction of the division of boating and ocean recreation of the department without the need to obtain a special management area minor permit or special management area use permit; and

(20) Do any and all things necessary to carry out its purposes and exercise the powers granted in this chapter. [L 1962, c 32, pt of §2; am L 1965, c 239, §2; Supp, §103A-6; HRS §171-6; am L 1974, c 70, §1; am L 1982, c 109, §1; am L 1983, c 170, §2; am L 1984, c 117, §1; am L 1985, c 39, §1; am L 1989, c 249, §1; am L 1991, c 89, §1 and c 145, §3; am L 1994, c 162, §2; am L 2001, c 265, §4; am L 2008, c 215, §2; am L 2011, c 153, §2]

Case Notes

Where plaintiffs challenged department of land and natural resources administrative regulations that required a permit for commercial activity (including weddings performed or arranged for a fee) on public beaches: (1) plaintiffs had standing to make an as-applied challenge; (2) since state unencumbered beaches are non-public fora for purposes of a First Amendment analysis, regulation need only satisfy a requirement of reasonableness, and the regulations passed the test; assuming beaches were public fora, the regulations passed a stricter test for constitutionality; and (3) even if the court had jurisdiction over the breach of settlement agreement (in prior action) claim, plaintiffs would not prevail on that claim. 685 F. Supp. 2d 1140.

Board does not have power to settle legal disputes without approval of attorney general. 57 H. 259, 554 P.2d 761.

There is no statutory requirement that board promulgate rules relative to the determination of parcel sizes for leasing. 60 H. 228, 588 P.2d 430.



THE TERRITORY OF HAWAII
EXECUTIVE CHAMBERS
IOLANI PALACE
HONOLULU

July 8, 1957

FISCAL 1957

MEMORANDUM NO. 122

TO: Commissioner of Public Lands
FROM: Governor of Hawaii
SUBJECT: Transfer of land area at the boat harbor to
the Board of Harbor Commissioners.

The question of transferring the land area at the boat harbor being created off the Ala Wai entrance to the Board of Harbor Commissioners has been pending for some time.

I have finally decided to transfer this land to the Board of Harbor Commissioners for use as a boat harbor with the understanding that no commercial leases or other extraneous activities will be authorized by the Board, with the exception, however, of granting a lease of a limited area of land to the Hawaii Yacht Club for the construction and operation of a club house.

Will you get together with the Chairman of the Board of Harbor Commissioners to delineate the area to be transferred and draft an executive order for that purpose.

Samuel Wilder King
SAMUEL WILDER KING
GOVERNOR OF HAWAII

cc: Attorney General
Board of Harbor Commissioners

ALA WAI HARBOR

Vehicle Towing and Parking Citation Data

Calendar Years 2022 – 2025

This exhibit presents official government towing and parking citation records for Ala Wai Harbor (1651 Ala Moana Boulevard) covering calendar years 2022 through 2025, obtained through Uniform Information Practices Act (UIPA) requests. No 2026 data is included.

PART I — VEHICLE TOWING DATA (2022–2025)

Source: Honolulu Police Department (HPD) UIPA Notice to Requester, February 4, 2026. Figures reflect HPD call records for vehicles towed from 1651 Ala Moana Boulevard (Ala Wai Harbor) by MR Tow, organized by month.

Month	2022	2023	2024	2025
January	194	116	196	111
February	143	116	267	171
March	199	161	227	160
April	165	153	188	253
May	142	164	185	279
June	142	222	229	246
July	179	203	258	208
August	207	226	333	288
September	173	272	247	235
October	137	273	158	257
November	134	209	119	204
December	105	190	105	174
Annual Total	1,920	2,305	2,512	2,586

Four-Year Grand Total: 9,323 vehicles towed from Ala Wai Harbor, 2022–2025.

PART II — DOCARE PARKING CITATION DATA (2022–2025)

Source: Bin C. Li, DLNR Administrative Proceedings Coordinator, email response February 12, 2026 (UIPA request). Figures reflect parking violation citations issued by the Division of Conservation and Resource Enforcement (DOCARE) at Ala Wai Harbor.

	2022	2023	2024	2025	Total
DOCARE Citations Issued	1	4	4	25	34

Four-Year Total: 34 DOCARE parking citations issued, 2022–2025. DOCARE charges \$35 per citation — well within the HRS §200-14(b) ceiling of \$100.

PART III — COMPARATIVE SUMMARY

	2022	2023	2024	2025	4-Year Total
Vehicles Towed (HPD)	1,920	2,305	2,512	2,586	9,323
DOCARE Citations Issued	1	4	4	25	34
Tows per Citation Issued	1,920:1	576:1	628:1	103:1	274:1

Over the four-year period 2022–2025, Ala Wai Harbor recorded 9,323 vehicle tows and 34 DOCARE parking citations — a ratio of 274 tows for every citation issued. HRS §200-14(b) establishes a maximum parking violation fine of "not more than \$100" for a first violation. By contrast, vehicle owners subjected to towing bear costs of \$185–\$225 or more in towing and storage fees, exclusive of transportation to the impound yard and cash demands at the on-site ATM — far exceeding the statutory ceiling.

DATA SOURCES

1. Honolulu Police Department, UIPA Notice to Requester, February 4, 2026. HPD call records, tows from 1651 Ala Moana Boulevard, 2022–2025.
2. Bin C. Li, DLNR Administrative Proceedings Coordinator, email February 12, 2026. DOCARE parking citations at Ala Wai Harbor, 2022–2025.

Submitted by Kate Thompson · Ala Wai Harbor Mooring Permit Holder (30 years) · USCG Licensed 50-Ton Master · July 10, 2026