

Hakoda, Riley K

From: Jim Buika <buikaj001@hawaii.rr.com>
Sent: Wednesday, December 30, 2020 10:19 AM
To: DBEDT LUC
Cc: 'buikaj001@hawaii.rr.com'
Subject: [EXTERNAL] RESUBMITTED: Written testimony for A89-642 James Buika
Attachments: LUC Docket No A89-642, testimony, Buika, vFINAL, 12.28.20 out to LUC.docx

LUC,

I am resubmitting my testimony upon request of Chair today 12.30.20. See attached.
Please confirm you received this testimony.

James Buika

December 28, 2020

Aloha Hawaii State Land Use Commission,

SUBJECT: State Land Use Commission Docket No. 89-642, Dec 30, 2020, Request to Include a Condition of Approval

My name is James Buika. I live at 514 Komo Ohia Street, Wailuku, Hawaii at Kehalani. I am testifying on my time and on my own behalf as a homeowner in Kehalani at this address for the past 14 years and as a past Voting Member for the Kehalani Community Association. Thank you for considering my testimony as part of your deliberations. Mahalo for your dedicated service to Hawaii.

My request to you today is simple. Please include as a Condition of Approval my suggested draft condition, stated below, that will ensure the Kehalani Master Developer meets his stated and agreed-to conditions that were part of the agreement to develop the community on land converted from AG to URBAN back in 1990. In other words, I am asking the Master Developer to simply meet the original conditions for this land use decision. The purpose of my draft condition is to add a critical trigger for approval of today's docket action. The draft condition guarantees to the LUC that the current Master Developer will follow through on required dedications that amount to millions of dollars of unmet obligations to date.

PROBLEM STATEMENT: In a Compliance Report dated April 24, 2018, there is no mention of dedication of the required Community Center parcel as required under the original LUC Condition No. 7. My suggested condition of approval is required by you today from my past experience at Kehalani -- in 2009, I witnessed, as a member of the Voting Members Committee, the Master Developer take his money and run during the Great Recession by declaring bankruptcy under his LLC. The result has left the Kehalani Community Association and the County of Maui (i. e. taxpayers) holding the bag with respect to millions of dollars of unmet conditions from August, 2005 that remain the responsibility of the Master Developer. Please note that many of those same conditions remain unmet to this day.

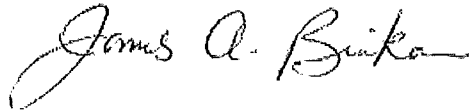
TODAY'S ACTION BY THE LAND USE COMMISSION: Today, you can right this wrong and eliminate past mistakes. Please note that the new Master Developer does not appear to have an obligation to dedicate land for a Community Center. **I encourage you to address this obligation by the Master Developer during your deliberations today.**

Recommended New Condition for LUC Consideration:

In conclusion, as this is a rare opportunity to address the Kehalani Master Planned Development authorized by this body in 1990, I am taking the time to alert you to a situation that you can and should rectify today, with Kehalani on your agenda. The alarming past and ongoing situation is that the new Master Developer owes the Kehalani Community Association, the County of Maui, and the State Land Use Commission dedication of a Community Center parcel of land and many other unmet conditions. Although the Master Developer will claim that dedications are ongoing with the County of Maui, I strongly recommend that you vote to include the following condition of approval to the Brewer Bifurcation Request today, in order to guarantee dedication compliance required by the LUC, as intended and agreed to in the 1990 documents:

CONDITION OF APPROVAL: "That prior to the execution of the bifurcation of the two unrelated projects, Piihana Project District 2 and Kehalani Project District 3 parcels, referenced in the 1990 Decision and Order, this bifurcation amendment shall not be approved until a) the Kehalani Community Association receives the "Community Center" (reference is VMX Community Center 5 acres) parcel of land from the Master Developer as part of this transaction, under the original Condition No. 7 by the LUC in the 1990 Decision and Order, and b) all outstanding Kehalani-associated dedications are completed and confirmed in writing to the satisfaction of the County of Maui Department of Public Works, Department of Planning, and Department of Parks and Recreation."

Sincerely,

A handwritten signature in cursive script that reads "James A. Buika".

James A. Buika

514 Komo Ohia Street, Wailuku, Hawaii, 96793

808-293-8636

buikaj001@hawaii.rr.com

Hakoda, Riley K

From: Livit Callentine <livit.callentine@gmail.com>
Sent: Tuesday, December 29, 2020 8:43 AM
To: DBEDT LUC
Subject: [EXTERNAL] TESTIMONY: A89-642, C. BREWER PROPERTIES, INC (Maui)
Attachments: Callentine_Testimony.pdf

Please accept the attached testimony for the upcoming December 30, 2020 Land Use Commission meeting.

Mahalo,

Livit Callentine
Mobile
808.268
.
5568
Fax 808.442.0289

Nevertheless, she persisted...

631 Meakanu Lane, Apt 101
Wailuku, Hawaii 96793

Livit Callentine, AICP

(808) 268-5568
livit.callentine@gmail.com

December 29, 2020

SUBJECT: STATE LAND USE COMMISSION DOCKET NO. A89-642

Dear Commissioners:

My name is Livit Callentine. I am one of the original owners of Kehalani Gardens, a neighborhood of 132 workforce housing units constructed within the greater Kehalani Project District. I bought my affordable condo in 2005 and have lived here continuously ever since. My neighbors are nurses and technicians, public safety employees and teachers, hotel staff and service workers.

In theory I have no objections to bifurcating Docket A89-642 for similar reasons as outlined in the Department of Planning, County of Maui's Position Statement dated September 2, 2020.

However, I write today to share my concerns about unfulfilled conditions applicable to the Wailuku Project District as specified in the January 30, 1990, Findings of Fact, Conclusions of Law, and Decision and Order (D&O).

Specifically, I am dismayed by the failure on the part of the developer to provide this large and growing community with a dedicated community center; especially after well-documented promises were made.

When I was starting out the process of buying my unit, the Kahalani Gardens project was subject to a lottery. I applied, made it onto the list, and met with the sales team. The sales agent proudly pointed out there would be a community center. I was unaware at the time of the 1990 D&O. The sales agents were very clear: There would be a community center on land within the mauka portion of the district. Furthermore, within the first year of my occupancy, the managing agent for the Kehalani Community Association sent out a survey to all current owners seeking our thoughts on what amenities we favored at the community center. I'm certain that if we were to poll other original owners within Kehalani, we would find similar stories.

Commissioners, you need not take my word for it, the 1990 D&O, **Finding of Fact (FOF) No. 30** reads

30. Petitioner proposes to develop the Wailuku Project District into a complete residential community, containing a mix of single and multi-family units, which will be supported by a community center, parks, an open space system, and a school. (emphasis added)

FOF No. 30a provides a table which breaks down major uses with the Wailuku Project District and acreage assigned to each. The Community Center is allotted five acres, or roughly one percent of the total land which is 547 acres, further documenting the intension of the Petitioner to develop a community center.

The D&O **FOF No. 85** addresses the Wailuku Project District:

85. Petitioner proposes to develop and dedicate approximately 110 acres of parks and open space as well as a community center within the Wailuku Project District. (emphasis added)

Whereas, **FOF No. 86** refers solely to the Piihana Project District:

86. Petitioner proposes to develop and dedicate approximately 13 acres of parks, open space and buffer zones within the Piihana Project District. (emphasis added)

It is notable that while FOFs 85 and 86 both specify acreage to be developed and dedicated for parks and open space, each FOF is slightly different. Clearly, the Partitioner planned to develop and dedicate a community center within the Wailuku Project District as distinguished from the Piihana Project District.

Furthermore, the Land Use Commission (LUC) imposed conditions of approval documenting the promised Community Center within the Wailuku Project District.

Condition No. 10 of the D&O requires that development of the property comply with representations made:

10. Petitioner shall develop the Property in substantial compliance with representations made to the Land Use Commission in obtaining the reclassification of the Property.

Therefore, it is my contention that the Petitioner is not in substantial compliance. Accordingly, I request that the LUC find that the Kehalani Project District is not compliant with representations made to the LUC, and ask that you include the following condition of approval:

“That prior to the execution of the bifurcation of the two unrelated projects, Piihana Project District 2 and Kehalani Project District 3 parcels, referenced in the 1990 Decision and Order, this bifurcation amendment shall not be approved until a) the Kehalani Community Association receives the “Community Center” parcel of land from the Master Developer as part of this transaction, under Findings of Fact Nos. 30 and 85, and the original Condition No. 10 by the LUC in the 1990 Decision and Order, and b) all outstanding

Kehalani-associated dedications are completed and confirmed in writing to the satisfaction of the County of Maui Department of Public Works, Department of Planning, and Department of Parks and Recreation.”

This draft condition provides a strong incentive for the Master Developer at Kehalani and the owners at Piilani to complete the project as originally envisioned for the people of Maui and agreed to by the LUC. Without the above requested condition, the developers have the option to declare bankruptcy via Limited Liability Corporation designations, just as the previous Master Developer did in 2009 during the recession, leaving homeowners with liability and financial responsibilities for the currently unmet dedications.

Please place this condition on the subject LUC request in order to protect both Kehalani Community Association homeowners and the County of Maui (i.e., Maui tax payers) from having to pay the dedication burden of the developers. If the Master Developer is true to his word, he will have no problem complying with this condition. These dedication promises were made to the LUC in 1990 as a condition of the district boundary amendment from "Ag" to "Urban."

In addition, I want to make you aware of other ongoing deficiencies throughout the Kehalani Project District.

Parks

Within the Wailuku Project District, Kehalani is comprised of a large aggregate parcel *mauka* of the Honoapiilani Highway ("Kehalani Mauka"), and another aggregate parcel *makai* of the Honoapiilani Highway ("Kehalani Makai.") Within Kehalani Makai, parcel (2) 3-5-020:036 has been dedicated to the County of Maui as a park. However, this "park" of approximately 7.5 acres has been closed under padlock and to my knowledge has never been open to the community. Further, this "park" actually functions as a drainage basin, and the only lucky user of the "park" is a herd of goats. It is my understanding that the owners within Kehalani Mauka and Kehalani Makai are paying for the maintenance of the "park" that they do not own and are not allowed to access.

Roadways and Sidewalks

Within Kehalani Makai, most of the roads have not been dedicated to the County of Maui, yet the public is using these roads. The County of Maui runs scheduled bus routes throughout the area. These buses, as well as large commercial trucks, are using private roadways, to the detriment of all of the owners at Kehalani. Furthermore, the sidewalk system is incomplete

throughout our residential neighborhoods. My project, built in 2004, does not provide safe pedestrian access because there are no sidewalks to either side of the Kehalani Gardens entrance off Olomea Street. There is no crosswalk to the other side of Olomea Street, so I and my neighbors put our lives in jeopardy every time we go out for a walk. And since the COVID-19 pandemic, many more of us are walking. And anyone in a wheel chair may as well give up, because the entrance is not ADA compliant.

I offer the above comments on parks and roads to further demonstrate the overall negligence on the part of the master developer to provide the Kahalani community with amenities that were both promised and expected.

Thank you for your time and consideration of my testimony.

Sincerely,

A handwritten signature in cursive script that reads "Livit Callentine".

Livit Callentine, AICP

Hakoda, Riley K

From: Karin E. Phaneuf <phaneufk001@hawaii.rr.com>
Sent: Tuesday, December 29, 2020 8:29 AM
To: DBEDT LUC
Subject: [EXTERNAL] Testimony regarding continued action on A89-642
Attachments: December 30 Testimony by Karin Phaneuf.pdf

Aloha,

Please find attached my written testimony regarding the bifurcation proposal for the Kehalani Development.

Thank you,

Karin Phaneuf
808-281-9678

KARIN E. PHANEUF
550 Akolea Place
Wailuku, HI 96793
(808) 281-9678
Phaneufk001@hawaii.rr.com

December 29, 2020

TO: Maui Land Use Commission
Zoom Webinar Virtual Meeting dated December 30, 2020

RE: WRITTEN TESTIMONY REGARDING: CONTINUED ACTION A89-642 C. BREWER PROPERTIES, INC (Maui) Consider PETITIONERS WAILUKU PLANTATION LLC, EDGAR SOMERA, FAY SOMERA, LARRY S. SKY, DAYONG ZHAO, XIU XIANG FANG; BONG HWA SHI JORDAN; WENXIAO LIU and ELISE TRAVIS' MOTION FOR ORDER BIFURCATING DOCKET NO. A89-642

Honorable Commission Members

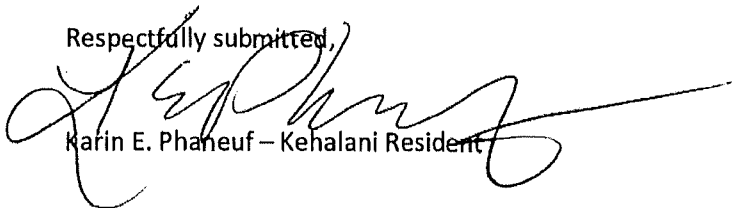
I am a resident of the wonderful Kehalani community in Wailuku, Maui, Hawaii. I have lived in the Kaimana neighborhood since 2000 and really love living there. Over the years, however, I have been disappointed in the role that the County of Maui has played regarding the continued development of this neighborhood without holding the Developers accountable for the promises they made to be granted the permission to build in the first place.

When a new developer takes over for a bankrupt one, they must understand the conditions they are assuming with the purchase, as in any foreclosure. Since its inception, the Kehalani residents have taken a back seat to whichever developer was in charge of the community. We have gone for many years without the park on Waiale which is currently a playground for goats. In the past, all of the neighbors have really enjoyed that park and the community residents met regularly to walk their dogs and catch up with each other. The developer has locked up that park now for about 8 years and we are unable to gather there. I believe it has been dedicated to the County now but it still continues to be locked up. Really a waste of a wonderful gathering place.

The Community Center which was promised back in 1996 has never come to fruition and the County keeps allowing the developers to build more homes, build more homes, build more homes, but not to finish the Makai Park (Prison View Park) for people (not goats) and to renege on their promise to build a much needed community center in our neighborhood. Neighbors have been holding meetings for years in the tiny trailer where the Kehalani administrators work. Please honor the people of Kehalani by holding this developer accountable for the project he purchased and for the promises the County agreed would be fulfilled back in the 90s.

Please do not agree to bifurcate the property until this developer promises to complete the Makai Park and also to build a Community Center AS PROMISED by ALL the previous developers and as approved by our County of Maui commissions and Council. The people of Kehalani have waited long enough. Thank you so much.

Respectfully submitted,



Karin E. Phaneuf – Kehalani Resident