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To: [DBEDT LUC](#)
Subject: New Public Testimony
Date: Tuesday, February 6, 2024 4:25:10 AM



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Representing
Self
Agenda Item
A83-549 Kona Vistas LLC (f.k.a. Gamrex Inc.)
Position
Oppose
Testimony
<p>Honorable Land Use Commissioners:</p> <p>Thank you for the opportunity to submit testimony regarding the proposed development that Kona Three LLC/KV3LLC is seeking approval of for an extension, disposition of the Affordable Housing credits, and project density considerations.</p> <p>Like me, you will probably note the developer's summary is missing any reference to the 2023 declaration of the Cultural Resources Commission having voted that the site remain undeveloped in perpetuity, stating that the representative members of the Commission touring the site, while allowed access to just a limited area of the site, noted getting "chicken skin" as they sensed their ancestors' presence. Interestingly, the developer has acknowledged the site's historical ties to the Alii by changing the project's name from the Kona Village development in 2019 to Royal Vistas Housing Project.</p> <p>Forgotten also is the County of Hawaii State of Hawaii Ordinance No.02 131 (Bill No. 268) Section 1 of which reclassified the specific site as MF from Ag. Section 2 A outlined the conditions: there is to be found a water source of sufficient quality and quantity within 2 years of the date of this ordinance, with a maximum 1 year extension possible. Should this not be complied with, the Planning Director is mandated to initiate action for the repeal of this ordinance. Plans for the development shall be submitted to the Planning Department within five years from the effective date of this sixth amendment. Construction shall commence within 1 year from the date of receipt of the final plan approval and be completed within 3 years thereafter. This was signed the 27th of November 2002 and expired many years before the 6-9-14 Annual Report. By the terms of the ordinance the land should have reverted to agriculture.</p> <p>At the December 2022 Leeward Commission session, the developer was asked if an overlay of the site development respecting the various Hawaiian Antiquities had been prepared. The developer's projected structure locations, included as page 23, show no such considerations. At that meeting, the Commissioners also asked the developer what his market value survey had indicated as pricing. He stated that such a study had not happened as he didn't have the \$35K it would cost. With the inflated cost of each of a building's elements, and given the high mortgage interest rates, how "moderate" will these prices be? Affordable is unlikely.</p> <p>The developer states his notion that those of us in Kona Vistas are of "privileged class". Not one of my neighbors</p>

would fit that description. We're of a generation of hard-working, save your money, people, many of them veterans, many born of parents who lived through the Depression and served in WWII. We all were poor after WWII, but we didn't know it. We taught ourselves how to make what we needed and became resilient. After working 40+ years, we each bought our piece of Paradise, many of us having vacationed multiple times in Kona before we could make that huge leap!

Gamrex still owned several vacant lots when we bought in 2008. I remember the company as being in arrears on HOA assessments and there were numerous developer-promised site needs, sidewalks, landscaping, including palm trees, that our HOA fees addressed. Kona Vistas may have been 50% built by then, though quite possibly less. Gamrex had certainly not satisfied Condition B of the D&O pertaining to historic preservation, as we were to learn.

The twenty three pages, while filled with the various agreements regarding Affordable Housing Units, their number and disposition, water rights that may be purchased in the 1980's or 90's, though it remains unclear if the required annual water payment was indeed kept current.

I wonder if, in negotiating terms with Kona Three LLC, the Commission is speaking with the actual developer or just the middle man, an entity who will take his handful of permits and sell the project, yet again, to the highest bidder. If that's to be the case, the deal struck now must tie down all the potentially moving parts of any part of this agreement.

It's laughable that this developer states that the infrastructure is presently sufficient: it is not, as the everyman the developer spoke of as having 1-2 hour commutes will find the 900+ additional vehicles using the Lako lights lengthen that further.

PONC has accepted the parcel that the developer wants to savage as a historic, culturally important site. Others may note for you the various native bird and rare moth species that inhabit (and nest) on the 69 acres. The holua remnants were visible from Liho Liho Street in 2019 as from other streets in our community. Were the developer willing to sell, PONC would negotiate.

Respectfully submitted,

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