

NOTICE OF PUBLIC HEARING

Pursuant to Section 91-3, Hawaii Revised Statutes, the Department of Parks and Recreation of the County of Maui ("Department") hereby provides notice of a Public Hearing to all persons interested, regarding the proposed adoption of amendments to Title MC-10, Department of Parks And Recreation, Subtitle 01, Director of The Department Of Parks And Recreation, Chapter 107, Rules of Practice and Procedure for the Operation of Concessions in Parks and Recreational Facilities, Pursuant To Chapter 13.04A, Maui County Code ("Rules"). The proposed Rules specifically affect the operation of concessions in Parks and Recreational facilities.

The entire text of the proposed Rules is included below:

SUBCHAPTER 1

GENERAL PROVISIONS

§10-107-1 Title. The Rules in this chapter shall be known as the "Rules of Practice and Procedure for Concession Agreements in Parks and Recreational Facilities." [Eff //] (Auth: HRS §91-2, §102-2, MCC §13.04A.240) (Imp: MCC Chap. 13.04A, Art. V)

§10-107-2 Purpose. These Rules regulate the approval and operation of concessions in, on, or over County parks and other properties under the control of the Department of Parks and Recreation. [Eff //] (Auth: HRS §91-2, §102-2, MCC §13.04A.240; §3.40.010) (Imp: MCC 13.04A, Art. V.)

§10-107-3 Construction. These Rules should be read in conjunction with the Hawaii Revised Statutes, the Revised Charter of the County of Maui (1983), as amended, and the Maui County Code. If there is any conflict between the provisions herein and any other provision, the more restrictive provision shall govern. [Eff //](Auth: HRS §91-2, §102-2, MCC §13.04A.240) (Imp: MCC Chap. 13.04A, Art. V)

§10-107-4 Definitions. For the purpose of these Rules, unless it is plainly evident from the context that a different meaning is intended, certain words and phrases used herein are defined as follows:

"Advertising material" means signage, stickers, posters, flyers, brochures, banners, videos, displays, or any other means of promotion, including those described in chapter 16.13, Maui County Code.

"Agreement" means Concession Agreement.

"Agreement holder" or "Concession operator" means a person who has been awarded an Agreement.

"Applicant" means a person eighteen years of age or older, a business, group, organization or association that requests the use of a park or recreational facility for activities or events specified within this chapter.

"Application" means a form provided by the Department that must be submitted to initiate an Agreement request.

"Application fee" is a nonrefundable fee charged to process an application.

"Authorized agent" means an executive director or officer of a corporation, or a general partner of a general or limited partnership, or an active member of an unincorporated group or organization, who provides the Director with notarized written authority in order to represent a corporation, partnership, group or organization.

"Business location" means a permanent, fixed place of business not including a place that consists solely of a post office box, that is identifiable by a tax map key number and street address in the County.

"Camper" means a person who remains, or intends to remain, at a park or recreational facility to use the facility as overnight accommodations, as defined by section 13.04A.210, Maui County Code.

"Camping" means the use and occupation of any park or recreational facility by a camper, as defined by section 13.04A.210, Maui County Code.

"Cancellation fee" is the forfeiture of deposits for failure to provide timely notice of cancellation, or for failure to use any issued Agreement pursuant to Table 2 in section 13.04A.100, Maui County Code.

"Concession" means the grant to a person of the privilege, through the issuance of an Agreement between the person and the County, to conduct operations which are retail in nature, involving the sale of goods, wares, merchandise, refreshments, or services to the general public, such as restaurants, refreshment or merchandise stands, soda fountains and retail stores or booths on parks controlled property, maintenance and operation of campgrounds, golf courses and pro shops, or the operation of parking lots that are under the control of parks, or the use of space in parks buildings and facilities to display advertising materials.

"County property" means any real or personal property owned by, or under the management or control of the County of Maui, Department of Parks and Recreation.

"Department" means the Department of Parks and Recreation.

"Deposit" means a monetary assessment placed with the Department as security to ensure the proper use, maintenance, and restoration of parks and recreational facilities, including the return of keys and equipment rented pursuant to an Agreement.

"Designated parks or recreational facilities" means parks or recreational facilities under the control or management of the Department and available for use pursuant to an Agreement issued by the Department.

"Director" means the director of the Department of Parks and Recreation or the Director's authorized representative.

"Exclusive use" means the use of a park or recreational facility pursuant to an Agreement issued under this chapter which prohibits or restricts the availability of that park or recreational facility to others.

"Fee" means a financial payment by the Agreement applicant assessed by the Department as specified in the annual budget ordinance, including an application fee, cancellation fee, agreement fee, and registration fee.

"Illegal vending" means vending without a valid, current Agreement, and includes concession activity during a period when an Agreement is temporarily suspended for any reason.

"Intoxicating liquor" means the same as the term is defined in section 281-1, Hawaii Revised Statutes.

"Non-exclusive use" means the use of a park or recreational facility pursuant to an Agreement issued under this chapter which does not prohibit or restrict the availability of that park or recreational facility to others.

"Nonprofit entity" means an entity approved by the Internal Revenue Service as tax-exempt under section 501(c) of the Internal Revenue Code, and which complies with all other requirements of federal, state, and county law regulating nonprofit organizations.

"Park" means a public area owned and/or operated by the County that is used for recreational pursuits, such as a park roadway, parking area, playground, athletic field, beach right-of-way, tennis court, and recreational area under the control, management, and operation of the Department.

"Rules" means Administrative Rules of the Department of Parks and Recreation adopted pursuant to section 13.04A.240, Maui County Code that implement, interpret, or prescribe policy, procedure, or practice as necessary to carry out the requirements of this chapter.

"Tobacco product" means tobacco in any form, including electronic cigarettes and vaping, that is prepared or intended for consumption or for personal use by humans, including cigars and any substitutes thereof, as well as snuff, chewing or smokeless tobacco, and smoking or pipe tobacco.

"Vending" means the activity of selling goods, products, or services at parks or recreational facilities.

"Vendor" means a person or organization authorized by this chapter to participate in an event or activity to sell goods, products, or services at parks or recreational facilities.

"Weapon" means anything used, designed to be used, or intended for use (a) in causing death or injury to any person, or (b) for the purpose of threatening

or intimidating any person and, without restricting the generality of the foregoing, including but not limited to a firearm, BB gun, knife, or air gun. [Eff //] (Auth: HRS §91-2, §102-2; MCC §13.04A.240; MCC §3.40.030) (Imp: MCC §13.04A.030)

SUBCHAPTER 2

APPLICATION PROCEDURES AND FEES FOR CONCESSION AGREEMENTS IN PARKS AND RECREATIONAL FACILITIES

§10-107-5 Agreement required. It is unlawful for any person to conduct concession-related activities in or on buildings, parks, recreational areas, or other facilities under the jurisdiction of the Department without an executed Agreement in writing. [Eff //] (Auth: HRS §91-2, §102-2, MCC Chap. 3.40, MCC §13.04A.240) (Imp: MCC Chapter §13.04A, Art. V.)

§10-107-6 Agreements. Each Agreement shall afford the Agreement holder the privilege of conducting a single specified activity at a single parks facility or location. The activity and the parks facility being utilized shall be clearly identified in the Agreement. Once the Agreement is issued, the Agreement holder shall not be allowed to change the activity or the location denoted on the Agreement. [Eff //] (Auth: HRS §91-2, §102-2, MCC Chap. 3.40, MCC §13.04A.240) (Imp: MCC §13.04A)

§10-107-7 Existing Agreements. Regardless of any limits set forth in subchapter 4 of this chapter on the number of Agreements that can be issued, Agreements issued before the effective date of these Rules shall remain in effect for the duration of their respective terms, subject to compliance with all other provisions of this chapter. [Eff //] (Auth: HRS §91-2, §102-2, MCC §13.04A.240) (Imp: MCC Chap. 13.04A, Art. V.)

§10-107-8 Agreement application. All Agreements shall be processed in accordance with the requirements of chapter 102, Hawaii Revised Statutes, and chapters 3.40, 13.04A, Maui County Code. [Eff //] (Auth: HRS §91-2, §102-2, MCC Chap. 3.40, MCC §13.04A.240) (Imp: MCC Chap. 13.04A)

§10-107-9 Bids for concessions. Not less than six (6) calendar days prior to the day designated for opening bids, persons seeking to submit a bid for a concession must submit a bid application to the Director of Finance, containing the following information:

- (1) Name of Applicant.
- (2) Name of any party owning an interest in the entity applying for the Agreement, including, but not limited to, owner(s), stockholder(s), member(s), partner(s).
- (3) Percentage of ownership interest held by each party in the entity applying for the Agreement.
- (4) Mailing address.
- (5) Business location.
- (6) Telephone number.

- (7) Applicant's general excise tax number.
- (8) Description of concession activity and name of park or other parks facility.
- (9) Names of persons who will be running the concession if different from the Applicant;
- (10) State tax clearance certificate.
- (11) Copies of all certifications for concession activity as required by subchapter 5 of these Rules.
- (12) A statement, under oath, of the person's experience, competence and financial ability to carry out the concession activity. (3.40.070) [Eff //] (Auth: HRS §91-2, §102-3, MCC §3.40.050, §3.40.070, MCC §13.04A.240) (Imp: MCC Chap. 13.04A, Art. V.)

§10-107-10 Rejection of bid application. The Director of Finance may refuse to receive or consider a bid if in his or her discretion, he or she believes the Applicant is not fully qualified to carry out the terms and conditions of the concession. Prior to rejecting a prospective bidder, the Director of Finance shall state in writing the reasons why Applicant does not qualify to bid. Within ten (10) calendar days from receiving such notice, the prospective bidder may arrange to meet with the Director of Finance or his or her designated agent, to discuss the specific reasons for the rejection. The Director of Finance shall notify the prospective bidder in writing within three (3) business days of any requested meeting of the final decision whether the Applicant has met the qualifications to bid. The Director of Finance's decision is a final decision. [Eff //] (Auth: HRS §91-2, §102-5, MCC Chap. 3.40.070, MCC §13.04A.240) (Imp: MCC Chap. 13.04A, Art. V.)

§10-107-11 Bids subject to upset price. All bids for concessions shall be subject to an upset price, which shall be set at the Director of Finance's discretion, but shall take into consideration, among other factors, the market changes and future changes in potential revenue. [Eff //] (Auth: HRS §91-2, §102-2, MCC §13.04A.240) (Imp: MCC Chap. 13.04A, Art. V.)

§10-107-12 Application requirements. All successful applications for an Agreement shall comply with the following requirements:

(1) The Applicant shall comply with all state and federal requirements. Applicants shall provide any documentation of compliance upon request by the Department of Finance.

(2) The Applicant shall obtain, pay for, and keep in force throughout the term of the Agreement, comprehensive liability insurance issued by an insurance company authorized to do business in the State of Hawaii ("admitted

carrier"), or through a general insurance agent or broker licensed in the State of Hawaii, if the company is not authorized to do business in the State of Hawaii ("non-admitted carrier"). The insurance carrier shall be rated no less than "A-" as established by "AM Best" or "Standard & Poor" ratings. The insurance policy, as evidenced by issuance of a policy endorsement, shall name the County, its officers, employees, and agents, as an additional insured. The insurance policy shall contain the following minimum requirements unless otherwise specified during the bidding process:

- (A) No less than a combined single limit of liability coverage of \$1,000,000.
- (B) No erosion of limit by payment of defense costs.
- (C) An annual aggregate limit of not less than \$2,000,000.
- (D) A duty to defend the County, its officers, employees, and agents, against any loss, liability, claims, and demands for injury or damage, including, but not limited to, claims for property damage, personal injury, or wrongful death, arising out of, or in connection with, in whole or in part, concession activities, the design and maintenance of County property, and the County's agreement review and approval process.
- (E) The insurance policy naming the County, its officers, employees, and agents, as an additional insured shall be on a primary basis and not excess of any other insurance policy furnished or available to the County.

The Applicant shall furnish the County with a copy of the insurance policy certificate and the required endorsements verifying such insurance coverage upon the issuance of the Agreement. The insurance policy shall expressly state that the coverage provided under such policy shall not be canceled or terminated, unless the carrier has first given the County at least thirty (30) calendar day prior written notice of the intended cancellation or termination. If the scheduled expiration date of an insurance policy is earlier than the expiration date of the Agreement, the Applicant shall renew the policy, or immediately obtain a new policy satisfying the requirements of this section, and shall provide the County with a copy of the renewed or new insurance policy certificate and required endorsements.

(3) The Applicant shall execute an indemnification agreement with the County, and the State of Hawaii if necessary, requiring the Applicant to indemnify, defend, and hold the County, and/or the State, its officers, employees, and agents, harmless against any loss sustained, in whole or in part, as the result of the activities of the Applicant over and above those losses covered by the Applicant's general liability insurance coverage, including claims

regarding the conduct of persons conducting concession activities and losses arising out of the concession activity.

(4) Upon completion of the bid process as set forth in chapter 3.40, Maui County Code, the Director of Finance shall notify the Applicant in writing of the successful bid. [Eff //] (Auth: HRS §91-2, §102-2, MCC §13.04A.240, MCC §3.40.070) (Imp: MCC §13.04A.240)

§10-107-13 Designation of facilities to be used for concessions. Prior to March 1 of each year, and subject to the written approval of the Director of Finance, the Director shall designate parks and buildings within the County parks and recreational areas that are suitable for use as concession facilities. Factors to take into consideration when determining suitability of any facility shall include, but not be limited to, current use, ownership, impact of traffic on a proposed location, safety or hazardous conditions that might arise because of the concession location, zoning restrictions that may exist, infrastructure at the existing site, historical and cultural significance, environmental impact, if any, of the concession at the location, and the benefit and possible detriment to the public in placing a concession at the site. [Eff //] (Auth: HRS §91-2, §102-2, MCC §13.04A.240) (Imp: MCC Chap. 13.04A, Art. V.)

§10-107-14 Persons employed at concessions. All persons who apply for an Agreement, or who are hired to work at a concession site, shall be subject to an employee standards and training program incorporated in the Agreement. The costs for these standards and training program shall be paid by the Applicant/concessionaire. [Eff //] (Auth: HRS §91-2, §102-2, MCC §13.04A.240) (Imp: MCC Chap. 13.04A, Art. V.)

§10-107-15 Advertisements for Applicants. Publication of a call for applications for the awarding of a concession or concession space shall be made in compliance with section 3.40.080, Maui County Code. Such public announcement shall include, but not be limited to the following information:

- (1) Description of the concession, and the objectives of it.
- (2) Location.
- (3) Scope of the award.
- (4) Length of the award.
- (5) Description of any special requirements of unique features. [Eff //] (Auth: HRS §91-2, §102-2, MCC §13.04A.240) (Imp: MCC Chap. 13.04A, Art. V., MCC §3.40.080)

§10-107-16 Deposits to accompany applications. All applications shall be accompanied by a deposit of legal tender or by a check that conforms with the requirements of Hawaii Revised Statutes section 102-6, payable to the Director of Finance. [Eff //] (Auth: HRS §91-2, §102-2, MCC §13.04A.240) (Imp: MCC Chap. 13.04A, Art. V., MCC Ch. 3.40)

§10-107-17 Nontransferability of Agreements. Agreements are nontransferable. [Eff //] (Auth: HRS §91-2, §102-2, MCC §13.04A.240) (Imp: MCC §13.04A.240)

§10-107-18 Duration of Agreement. Agreements issued pursuant to this chapter shall have a duration as set forth in the request for bid, but in no event shall exceed fifteen (15) years, except in the case of a non-profit organization organized pursuant to chapter 414D, Hawaii Revised Statutes, after approval by Council resolution. Agreements shall expire automatically, without notice to the Agreement holder, on the date specified in the Agreement. [Eff //] (Auth: HRS §91-2, §102-2, MCC §13.04A.240) (Imp: MCC §13.04A.240)

§10-107-19 Change of information. The Agreement holder shall notify the Director within five (5) business days of any changes regarding the information provided in the Agreement. [Eff //] (Auth: HRS §91-2, §102-2, MCC §13.04A.240) (Imp: MCC §13.04A.240)

§10-107-20 Advertisement used by Agreement holder. All advertising material, which includes but is not limited to flyers, posted signage, and media advertisement, shall be subject to the approval of the Director. [Eff //] (Auth: HRS §91-2, §102-2, MCC §13.04A.240) (Imp: MCC §13.04A.240)

SUBCHAPTER 3

GENERAL REGULATIONS FOR CONCESSION AGREEMENTS IN PARKS AND RECREATIONAL FACILITIES

§10-107-21 General policy and purpose of concessions. All concessions shall operate in conformance with the County policy on concession activity within County parks and recreational facilities, contained in section 13.04A.410, Maui County Code, which is to improve and enhance existing and future County parks and recreational facilities and to provide for maximum programming opportunities to increase the benefit of County parks for the community and to enhance the overall use and enjoyment of parks facilities throughout the County. [Eff //] (Auth: HRS §91-2, §102-2, MCC §13.04A.240) (Imp: MCC §13.04A.240)

§10-107-22 Prohibited activities. No concession shall sell any of the following items:

- (1) Tobacco products.
- (2) Liquor, unless specifically allowed as a scope of the concession.
- (3) Materials and products that would not be suitable for anyone under the age of eighteen, as determined by the Director.
- (4) Any weapons, firearms, or images that depict weapons or firearms.
- (5) Fireworks.
- (6) Any material that promotes discrimination based on race, color, creed, religion, sex, national origin, sexual orientation, gender identity, disability, marital status, socio-economic status, or age.
- (7) Material promoting any political campaign.
- (8) Any material depicting or otherwise using the County seal unless authorized by the Director. [Eff //] (Auth: HRS §91-2, §102-2, MCC §13.04A.240) (Imp: MCC Chap. 13.04A, Art. V.)

§10-107-23 Prohibited times. No concession activities shall be conducted at any parks facility:

- (1) At the Director's discretion, during periods when maintenance or repair of parks facilities or equipment is being performed. If feasible, the Department will give Agreement holder thirty (30) days prior notice of any such scheduled activities.
- (2) During any major event when, in the Director's discretion, operation of the concession would be contrary to the major event.
- (3) During an emergency, whether the park is closed or not, such as a major weather event, catastrophe, or pandemic.
- (4) During any prohibited times that may have been included in the Request for Bids or the executed Agreement.

[Eff //] (Auth: HRS §91-2, §102-2, MCC §13.04A.240) (Imp: MCC Chap. 13.04A, Art. V.)

§10-107-24 Closure of concession at Director's discretion. The Director may close any concession for health and safety reasons. No concession shall recommence without the Director's written approval. [Eff //] (Auth: HRS §91-2, §102-2, MCC §13.04A.240) (Imp: MCC Chap. 13.04A, Art. V.)

§10-107-25 Agreement possession and display. The Agreement holder shall display Director approved identification at the concession site, at all times, and prominently display a valid Agreement at the concession site at all times. [Eff //] (Auth: HRS §91-2, §102-2, MCC §13.04A.240) (Imp: MCC Chap. 13.04A, Art. V.)

§10-107-26 Report to Department. Unless requested sooner, the Agreement holder shall submit an annual report to the Department by July 15 of each year. The report shall include:

- (1) Full name and address of Agreement holder.
- (2) General excise tax number, and a copy of annual G.E. return.
- (3) Telephone number.
- (4) As applicable, type of concession activity engaged in during previous Agreement year (July 1 to June 30).
- (5) A spreadsheet detailing monthly activity-specific patron counts and a year-end financial statement (the Director shall supply the form).
- (6) Number of accidents and incidents that occurred during the previous Agreement year (July 1 to June 30). [Eff //] (Auth: HRS §91-2, §102-2, MCC §13.04A.240) (Imp: MCC Chap. 13.04A, Art. V.)

§10-107-27 Concession parking restrictions. Parking of Agreement holder's equipment trailers and vehicles at County parks, including such vehicles owned and operated by employees of concessions, shall be limited to areas designated by the Department. [Eff //] (Auth: HRS §91-2, §102-2, MCC §13.04A.240) (Imp: MCC Chap. 13.04A, Art. V.)

§10-107-28 Agreement holder's parking areas. Each Agreement, unless otherwise specified, shall allow an Agreement holder to use one parking stall in the designated concession parking area in the County park designated in the Agreement. While parked in a concession designated parking stall, the Agreement holder shall display Director-approved identification on the dashboard of the vehicle. The availability of a parking stall in a County park is not guaranteed by the Agreement. Stalls shall be available on a first-come basis. The concession parking areas shall not be available for use by Agreement holder

or concession employees during times outside the hours of operation designated within the Agreement, while the Agreement holder is not physically present on site, or on days when concession operations are prohibited or suspended. [Eff //] (Auth: HRS §91-2, §102-2, MCC §13.04A.240) (Imp: MCC Chap. 13.04A, Art. V.)

§10-107-29 Equipment. (a) Loading and unloading of concession-related equipment at County parks shall be restricted to areas designated by the Department.

(b) All concession-related equipment not being utilized shall be stored in the Agreement holder's vehicle or trailer.

(c) Concession-related equipment shall not, under any circumstances, be dragged across grassy recreational surfaces and slopes within County parks.

(d) County showers and hosebibs shall not be utilized by the Agreement holder or concession employees for cleaning of concession-related equipment. [Eff //] (Auth: HRS §91-2, §102-2, MCC §13.04A.240) (Imp: MCC Chap. 13.04A, Art. V.)

§10-107-30 Use of pathways. Where available, concession operators and patrons shall use designated pathways to gain access to County park property. [Eff //] (Auth: HRS §91-2, §102-2, MCC §13.04A.240) (Imp: MCC Chap. 13.04A, Art. V.)

§10-107-31 Maintenance of concession area. The Agreement holder is responsible for maintaining the area where the concession is located at all times, which includes keeping a neat appearance at all times, removing trash and other waste from the concession area on a daily basis, and ensuring no hazardous or dangerous conditions exist that may pose a safety risk to members of the public. Failure to comply with this provision may result in suspension or revocation of the Agreement at the discretion of the Director. [Eff //] (Auth: HRS §91-2, §102-2, MCC §13.04A.240) (Imp: MCC Chap. 13.04A, Art. V.)

§10-107-32 Compliance with laws. Agreement holders shall comply with all Federal, State, and County laws and rules. [Eff //] (Auth: HRS §91-2, §102-2, MCC §13.04A.240) (Imp: MCC Chap. 13.04A, Art. V.)

SUBCHAPTER 4

ENFORCEMENT REGULATIONS FOR CONCESSION ACTIVITIES IN PARKS AND RECREATIONAL FACILITIES

§10-107-33 Citations. Citations for violations of these Rules and chapter 13.04, Maui County Code, shall be issued in accordance with Section 13.04A.250, Maui County Code. [Eff //] (Auth: HRS §91-2, §102-2, MCC §13.04A.240) (Imp: MCC Chap. 13.04A, Art. V.)

§10-107-34 Penalties. (a) Any person who violates any provision of these Rules or any other rules governing the use of parks and recreational facilities, or who violates any terms and condition of an Agreement, or who operates a concession without first obtaining a valid Agreement, shall, upon conviction, be guilty of a petty misdemeanor as defined under Section 701-107, Hawaii Revised Statutes, and is subject to a fine of up to \$1000.00 and/or imprisonment for a term not to exceed thirty (30) days, or any other penalty allowed under Chapter 13.04A, Maui County Code, and shall be prohibited from applying for an Agreement for a period of three years from the date of conviction. [Eff //] (Auth: HRS §91-2, §102-2, MCC §13.04A.240) (Imp: MCC §13.04A.270)

§10-107-35 Suspension-revocation of Agreement. The Director may suspend or revoke any Agreement issued if the Agreement holder has violated any rule, ordinance, or statute relating to concessions. [Eff //] (Auth: HRS §91-2, §102-2, MCC §13.04A.240) (Imp: MCC Chap. 13.04A, Art. V.)

§10-107-36 Agreement inspections. Department personnel as well as Maui County police officers may undertake periodic inspections to ensure concessions are operated by duly authorized Agreement holders and their agents and employees. Prior to any Agreement holder occupying any concession site, a walk-through of the premises shall be conducted and a written inventory provided by the Director shall be completed. A similar walk-through shall be conducted at the expiration of the Agreement. [Eff //] (Auth: HRS §91-2, §102-2, MCC §13.04A.240) (Imp: MCC Chap. 13.04A, Art. V.)

§10-107-37 Repair of damages caused by agreement holder. Any damage to any County equipment or facilities, other than normal wear and tear, shall be the responsibility of the Agreement holder. All required repairs shall be pre-approved by the Director prior to the commencement of any repair work. All costs associated with the repairs shall be the responsibility of the Agreement

holder. [Eff //] (Auth: HRS §91-2, §102-2, MCC §13.04A.240) (Imp: MCC Chap. 13.04A, Art. V.)

§10-107-38 Payment for the cost of utilities. Only those utilities set out in the Agreement shall be used by the Agreement holder and only for the purposes set forth in the Agreement. Agreement holder shall be responsible for the payment of all utilities used. [Eff //] (Auth: HRS §91-2, §102-2, MCC §13.04A.240) (Imp: MCC Chap. 13.04A, Art. V.)”

These Rules to be included under Chapter 107, “Rules of Practice and Procedure for the Operation of Concessions in Parks and Recreational Facilities”, shall take effect ten days after filing with the Office of the County Clerk.

A copy of the proposed Rules may be downloaded in PDF format from the Department’s website at <https://www.mauicounty.gov/1480/Department-Rules> free of charge.

The proposed Rules may also be reviewed in person free of charge by going to any of the following locations between 8:00am – 4:00pm:

Central District Permit Office
700 Halia Nakoa Street, Unit 2
Wailuku, Hawaii 96793

East District Permit Office
931 Makawao Avenue
Makawao, Hawaii 96768

South District Permit Office
303 East Lipoa Street
Kihei, Hawaii 96753

West District Permit Office
Lahaina Civic Center
1840 Honoapiilani Highway
Lahaina, Hawaii 96761

Hana District Office
5101 Uakea Road
Hana, Hawaii 96713
(Temporarily relocated in trailer at Hana Ballfield)

Molokai District Permit Office
Mitchell Pauole Community Center
90 Ainoa Street

Kaunakakai, Hawaii 96748

Lanai Recreation Office
Lanai Gymnasium
711 Fraser Avenue
Lanai City, Hawaii 96763

A printed copy of the proposed Rules will also be mailed to any interested person who requests a copy and pays the required fees for copying and postage. Requests for a copy of the proposed Rules may be made at the Department of Parks and Recreation, Permits Office, 700 Halia Nakoia St., Unit 2C Wailuku, Hawaii 96793, or by calling (808) 270-7389.

Representatives from the Department will conduct the Public Hearing on the proposed Rules on Wednesday, June 23, 2021, at 5:30 p.m., via BlueJeans at <https://maui.bluejeans.com/387367535> .

Any interested person may submit data, views, arguments, or other testimony on the proposed Rules, orally or in writing, at the Public Hearing noted above. Also, written testimony may be submitted by mail to: Department of Parks and Recreation, Permits Office, 700 Halia Nakoia St., Unit 2C, Wailuku, Hawaii 96793. Written testimony must be received by the Department before the close of the scheduled public hearing on June 23, 2021 at 5:30 p.m. via BlueJeans.

At the conclusion of the public hearing, the Department may take action on the proposed Rules, or defer and announce a date when the Department action will occur.

Any person requesting accommodations due to disabilities must call the Department of Parks and Recreation at (808) 270-7389 at least six (6) days before the date of the scheduled Public Hearing.

If further information or clarification is needed, please call the Department of Parks and Recreation, Permits and Enforcement Section, at (808) 270-7389.

KARLA H. PETERS
Director, Department of
Parks and Recreation