

State of Hawai‘i
DEPARTMENT OF LAND AND NATURAL RESOURCES
Division of Aquatic Resources
Honolulu, Hawai‘i 96813

March 24, 2023

Board of Land and Natural Resources
State of Hawai‘i
Honolulu, Hawai‘i

**REQUEST FOR APPROVAL OF POLICY FOR USING THE DIVISION OF AQUATIC
RESOURCES LOGO ON INFORMATIONAL SIGNS**

For your consideration and approval is recommended policy for the use of the Division of Aquatic Resources (DAR) logo on informational signs. The policy will be used when DAR receives requests to use the DAR logo on public informational signs.

BACKGROUND:

The Division of Aquatic Resource’s education and outreach programs often utilize signage to inform and educate community residents and visitors about laws and regulations related to marine resources. Community groups have expressed interest in posting their own informational signs as well, and some of these groups would like to utilize the DAR logo on their signs. The Department of Land and Natural Resources (DLNR) does not currently have a policy in place that addresses how and when a community group may use logos associated with DLNR or its eight operating divisions.

DAR seeks approval of a policy regarding how and when the DAR logo may be used on these community supported signs. The proposed policy is attached as **Exhibit A**. The proposed application form is attached as **Exhibit B**. Hawaii Administrative Rules chapter 13-8 provides guidance for the use of the DLNR logo on warning signs on improved public lands. See **Exhibit C**. However, DAR does not have an official internal policy for the use of the DAR logo on informational signs. Recent requests by non-profit Mālama Pūpūkea-Waimea (MPW) to replace an existing sign for the Pūpūkea Marine Life Conservation District (MLCD) have revealed the need for such a policy. DAR has an obligation under an existing Memorandum of Agreement (MOA) with the City and County of Honolulu Department of Parks and Recreation (City) and MPW to maintain and replace signs at Pūpūkea MLCD.^{1,2} Adoption of this policy will ensure a more efficient process for handling current and future requests. **Exhibit F** shows the current sign at Pūpūkea Beach Park, which needs replacement. **Exhibit G** shows the new proposed sign.

¹ **Exhibit D** – MOA between DAR, City, and MPW

² **Exhibit E** – City & County Resolution 12-241, FD1

RECOMMENDATIONS:

That the Board:

1. Approve the attached Policy for Using the Division of Aquatic Resources Logo on Informational Signs; and
2. Delegate approval of the use of the Division of Aquatics Resources logo on informational signs in accordance with this policy to the Administrator of the Division of Aquatic Resources.

Respectfully submitted,



BRIAN J. NEILSON, Administrator
Division of Aquatic Resources

APPROVED FOR SUBMITTAL:



DAWN N. S. CHANG, Chairperson
Board of Land and Natural Resources

Attachments:

- Exhibit A: Policy for Using the Division of Aquatic Resources Logo on Informational Signs
- Exhibit B: Application and Maintenance Plan Form
- Exhibit C: “The Design and Placement of Warning Signs on Improved Public Lands”
Hawaii Administrative Rule Chapter 13-8
- Exhibit D: Memorandum of Agreement
- Exhibit E: City and County of Honolulu Resolution 12-241, FD1
- Exhibit F: Current Pūpūkea Sign
- Exhibit G: Proposed Pūpūkea Sign

ITEM F-1, Exhibit A

Policy for Using the Division of Aquatic Resources Logo on Informational Signs

INTRODUCTION

The Division of Aquatic Resources (DAR) is actively engaged in community outreach and education. Appropriate educational and informational signage that supplements official federal, state, and county signage can be an effective way to better inform and educate residents and visitors about the marine and aquatic resources of an area. Communities interested in creating and posting informational signs in public locations that include fishing and harvest regulations have expressed interest in including the DAR logo.

The following guidelines will assist DAR in approving signs with the DAR logo from community applicants for the purposes of education and outreach about natural and cultural resources.

OVERALL PROCESS

The DAR Administrator may approve the use of the DAR logo in community informational signs after considering the following:

I. APPLICATION

Applicants have provided the following information:

1. Person of contact for all involved parties;
2. Final full-color sign design in .pdf format;
3. Purpose of the sign;
4. Location;
5. Funding source;
6. Maintenance plan; and
7. Installation plan.

II. CONTENT CONSIDERATIONS

The design and content is approved by the DAR Administrator prior to use of the logo. The Administrator should consider whether:

1. The information is accurate and true;
2. The content does not result in any new liability to the State;
3. The messaging is consistent with DLNR's position on the topic;
4. The content is not offensive;
5. The content does not contain profanity;
6. The content does not contain any commercial advertising; and
7. The content is final.

III. PURPOSE CONSIDERATIONS

The purpose of the sign must be consistent with DLNR program purposes. The purpose of the sign should **not** be:

1. Commercial;
2. Provocative; or

3. Religious.

IV. DESIGN CONSIDERATIONS

The design of the sign must be in line with DLNR program purposes. The design should **not** be:

1. Busy;
2. Illegible;
3. Obtrusive; or
4. Offensive to the community.

V. LOCATION CONSIDERATIONS

The location and placement of the sign must be legal. The application should include information indicating permission for the sign installation at the proposed location and ensure that all appropriate federal, state, and county laws are followed for the signage.

VI. MAINTENANCE CONSIDERATIONS

The application includes a plan for maintenance and upkeep of the sign, including:

1. Delegation of maintenance responsibilities between the parties;
2. Replacement protocols;
3. Removal protocols;
4. Inspection protocols;
5. An estimated longevity of the sign; and
6. Protocols for maintenance of the area around the sign.

VII. HAWAII ADMINISTRATIVE RULES CHAPTER 13-8

Standards for placement and design should follow Hawaii Administrative Rules Chapter 13-8 if the sign warns of dangerous natural conditions on improved public lands.

VIII. DISCLAIMER

The content shall include the appropriate legal reference to the Hawaii Administrative Rules and/or Hawaii Revised Statutes being described.

ITEM F-1, Exhibit B

Application for Using the Division of Aquatic Resources Logo on Informational Signs

Please submit the following information to the Division of Aquatic Resources.

1. Contact Information
Please include name and contact information for the authorized representative of the applicant organization.
2. Final Sign Design
Please include the final full-color sign design in .pdf format.
3. Purpose
Please describe the purpose and need for the sign.
4. Location
Please describe the location in detail and include a map.
5. Funding
Please provide a summary of the funding source and costs for the sign.
6. Maintenance
Please provide a summary of the maintenance plan for the sign including:
 - (1) delegation of maintenance responsibilities,
 - (2) a plan for replacement,
 - (3) a plan for removal,
 - (4) a plan for inspections,
 - (5) an estimated longevity of the sign, and
 - (6) a plan for maintenance of the area around the sign.
7. Installation
Please describe the plans for installation including method of installation, costs, and labor.

Applications may be emailed to dlnr.aquatics@hawaii.gov or mailed to:

Division of Aquatic Resources
1151 Punchbowl Street, Room 330
Honolulu, HI 96813

ITEM F-1, Exhibit C

DEPARTMENT OF LAND AND NATURAL REOURCES

Adoption of Chapter 13-8
Hawaii Administrative Rules

November 18, 2005

SUMMARY

Chapter 13-8, Hawaii Administrative Rules, entitled " The Design and Placement of Warning Signs on Improved Public Lands" is adopted.

HAWAII ADMINISTRATIVE RULES

TITLE 13

DEPARTMENT OF LAND AND NATURAL RESOURCES

SUBTITLE 1

CHAPTER 8

THE DESIGN AND PLACEMENT OF WARNING SIGNS ON IMPROVED
PUBLIC LANDS

Subchapter 1. General Provisions

- §13-8-1 Purpose
- §13-8-2 Definitions
- §13-8-3 Severability

Subchapter 2. Standards for Sign Design

- §13-8-4 American National Standards Institute
- §13-8-5 Hazard labels
- §13-8-6 Pictogram symbols
- §13-8-7 Sign text
- §13-8-8 Sign dimensions

Subchapter 3. Standards for Sign Placement

- §13-8-9 Public use and exposure
- §13-8-10 Placement
- §13-8-11 Multiple signs

SUBCHAPTER 1

GENERAL PROVISIONS

§13-8-1 Purpose. The purpose of these rules is to establish standards to guide the department of land and natural resources and the risk assessment working group in the general design and placement of signs warning of dangerous natural conditions on improved public lands.

[Eff. FEB 04 2006] (Auth: SLH 2003, Act 82, §2) (Imp: SLH 2003, Act 82, §2)

§13-8-2 Definitions. As used in this chapter, unless otherwise provided or required by context:

"Alert symbol" means the triangular symbol with an exclamation mark that appears to the left of the signal word.

"ANSI" means the American National Standards Institute.

"Board" means the board of land and natural resources.

"Caution", when used as a signal word on a hazard label, means the potential for encountering a natural condition which if not monitored, could result in a minor or moderate injury. This signal word is intended to alert the user to be more vigilant.

"Danger", when used as a signal word on a hazard label, means the potential for encountering a natural condition, which, if not monitored or avoided, could result in severe injury or death. This signal word is for the most extreme conditions or actions where foreseeable harm is severe or a fatality has been documented at a specific location due to the natural condition.

"Hazard label" means a specific label on the upper portion of the sign that uses the signal words "danger, warning, or caution" in conjunction with the "alert symbol".

"Improved public lands" means lands designated as part of the state park system, parks, and parkways under chapter 184, Hawaii Revised Statutes, or as part of a county's park system, and lands which are part of the Hawaii statewide trail and access system under chapter 198D, Hawaii Revised Statutes, excluding buildings and structures constructed upon such lands.

"Pictogram symbol" means a graphic symbol that illustrates the dangerous natural condition and its potential risk of harm.

"Risk assessment working group" means

- (1) The chairperson of the board, or designee;
- (2) The mayor of each county, or designee;
- (3) The administrators of the department's division of forestry and wildlife and the division of state parks, or their designees;
- (4) The attorney general, or designee; and
- (5) A person appointed by the chairperson of the board knowledgeable in warning sign design.

"Signal word" means the word located on a hazard label that calls attention to the sign and designates a degree or level of hazard seriousness.

"Warning", when used as a signal word on a hazard label, indicates the potential for encountering a natural condition, which, if not monitored or avoided, may result in a moderate to serious injury, or death. [Eff.

FEB 04 2006] (Auth: SLH 2003, Act 82, §2) (Imp: SLH 2003, Act 82, §2)

§13-8-3 Severability. If any provision of this chapter or the application thereof to any person or circumstance is held invalid, this invalidity shall not affect other provisions or applications of this chapter that can be given effect without the invalid provision or application, and to this end, the provisions of this chapter are severable. [Eff. FEB 04 2006 1
(Auth: SLH 2003, Act 82, §2) (Imp: SLH 2003, Act 82, §2)

SUBCHAPTER 2

STANDARDS FOR SIGN DESIGN

§13-8-4 American National Standard Institute. ANSI product safety sign and label standards for format, content, and font currently in effect shall be considered in the design of the warning signs. The board and the risk assessment working group, at their discretion and if consistent with the purposes of these rules and in the public interest, may deviate from these standards.

[Eff. FEB 04 2006] (Auth: SLH 2003, Act 82, §2) (Imp: SLH 2003, Act 82, §2)

§13-8-5 Hazard labels. Appropriate hazard labels as defined in this chapter (e.g. caution, warning, or danger) shall be used on the top of the warning sign. A triangular alert symbol with an exclamation mark shall appear to the left of the hazard label.

[Eff. FEB 04 2006] (Auth: SLH 2003, Act 82, §2) (Imp: SLH 2003, Act 82, §2)

§13-8-6 Pictogram symbols. Appropriate Pictogram symbols as defined in this chapter shall be used and placed under the hazard label. [Eff. FEB 04 2008]
(Auth: SLH 2003, Act 82, §2) (Imp: SLH 2003, Act 82, §2)

§13-8-7 Sign text. (a) Sign text shall be used to reinforce the hazard label and pictogram as follows:

- (1) Text shall be in a headline style that uses simple and direct words;
- (2) Active rather than passive verbs shall be used. Action oriented phrases shall be put at the beginning of the sentence and not in the middle or at the end;
- (3) Adverbs that are difficult to interpret shall be avoided. There shall be no more than one clause in a sentence;
- (4) Upper case and centered type shall be avoided whenever possible;
- (5) Arial/Helvetica, Arial/Helvetica Black, Folio Medium, Franklin Gothic, Futura, or a similar style of font shall be used for the sign text;
- (6) Colored background shall not be used for the text portion of warning signs; and
- (7) Agency identification and other agency markings shall not be placed on the front of the sign but may be placed on reverse side of sign.

(b) The board and the risk assessment working group, at their discretion and if consistent with the purposes of these rules and in the public interest may deviate from these standards. [Eff. FEB 04 2008] (Auth: SLH 2003, Act 82, §2) (Imp: SLH 2003, Act 82, §2)

§13-8-8 Sign dimensions. Sign dimensions at managed entrances to improved public land adjacent to parking areas and other locations accessible by vehicles shall be a minimum of eighteen inches by twenty four inches. Sign dimensions at remote, interior locations and boundaries accessible by pedestrians of improved public land shall be a minimum of twelve inches by eighteen inches.
[Eff. FEB 04 2008] (Auth: SLH 2003, Act 82, §2) (Imp: SLH 2003, Act 82, §2)

SUBCHAPTER 3

STANDARDS FOR SIGN PLACEMENT

§13-8-9 Public use and exposure. (a) Traffic patterns and managed access points of people accessing the improved public lands shall be considered when placing signs.

(b) The type, frequency, and location of incidents or potential public exposure relating to specific dangerous natural conditions when known on the improved public lands shall be considered for sign placement.

[Eff. FEB 04 2006] (Auth: SLH 2003, Act 82, §2) (Imp: SLH 2003, Act 82, §2)

§13-8-10 Placement. Sign(s) shall be placed at or near access points; i.e., along vehicle and pedestrian traffic corridors in clearly visible locations placed as close as possible to the potentially dangerous natural conditions on improved public lands and at managed and designated entrances where the signs will be seen as users enter improved public lands. View sheds, aesthetics, and feasibility of installation shall be considered in the placement of the signs. Signs shall be installed with consideration for the average adult line of sight but outside of the general path of travel to avoid physical contact with the signs. Signs may be attached to posts or by any other method of installation depending on the nature of the location and terrain. [Eff. FEB 04 2006] (Auth: SLH 2003, Act 82, §2) (Imp: SLH 2003, Act 82, §2)

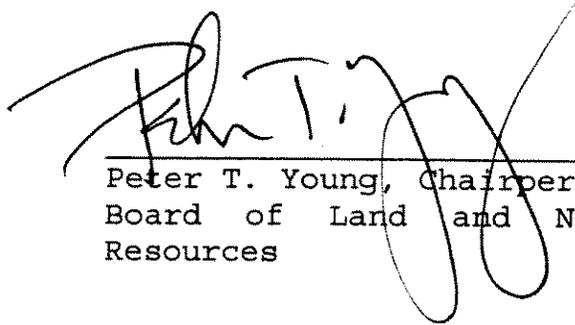
§13-8-11 Multiple signs. If multiple signs are installed they shall be on separate posts or in another manner that is rendered necessary due to the nature of the location and terrain. Whenever possible, installation shall attempt to minimize holes in the sign.

[Eff. FEB 04 2006] (Auth: SLH 2003, Act 82, §2) (Imp: SLH 2003, Act 82, §2)

DEPARTMENT OF LAND AND NATURAL REOSURCES

Chapter 13-8, Hawaii Administrative Rules, on the Summary Page dated November 18, 2005, was adopted on November 18, 2005, following a public hearing held on August 23, 2005, after public notice was given in the Honolulu Star Bulletin and the Maui News on July 17, and the Hawaii Tribune Herald, West Hawaii Today and the Garden Isle Newspaper on July 18.

The adoption of Chapter 13-8 shall take effect ten days after filing with the Office of the Lieutenant Governor.



Peter T. Young, Chairperson
Board of Land and Natural
Resources

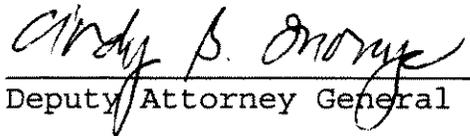
APPROVED:



Linda Lingle
Governor
State of Hawaii

Dated: JAN 23 2006

APPROVED AS TO FORM:


Deputy Attorney General

Filed

06 JAN 25 01:06
LIEUTENANT GOVERNOR'S
OFFICE

ITEM F-1, Exhibit D

NEIL ABERCHONNIE
GOVERNOR OF HAWAII



STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
DIVISION OF AQUATIC RESOURCES
1151 PUNCHBOWL STREET, ROOM 330
HONOLULU, HAWAII 96813

February 14, 2012

WILLIAM J. AILA, JR.
CHAIRPERSON
BOARD OF LAND AND NATURAL RESOURCES
COMMISSIONER ON WATER RESOURCES MANAGEMENT
GUY KALLUKUKUI
VICE CHIEF OF BUREAU
WILLIAM M. TAM
DEPUTY DIRECTOR - WATER
AQUATIC RESOURCES
BOATING AND OCEAN RECREATION
BUREAU OF CONVEYANCES
COMMISSION ON WATER RESOURCES MANAGEMENT
CONSERVATION AND COASTAL LANDS
CONSERVATION AND REOURCES EMPLOYMENT
ENGINEERING
FORESTRY AND WILDLIFE
HISTORIC PRESERVATION
LAKELANDS AND RESERVE COMMISSIONER
LAND
STATE PARKS

12 FEB 16 P2:01
DEPT OF PARKS
& RECREATION
C & S OFFICE

Mr. Gary B. Cabato, Director
Department of Parks & Recreation
City and County of Honolulu
1000 Uluohia Street, Suite 309
Kapolei, HI 96707

Dear Director Cabato:

This letter is an update of previous communications regarding the Departments request for informational signs at Pupukea Beach Park and the Memorandum of Agreement (MOA). Attached for your review and approval is the MOA signed by the State. Upon your approval, we will seek the City Council's consent and approval for a Right of Entry permit.

Should you have any questions, please contact Mr. Alton Miyasaka at 587-0092.

Sincerely,

Francis Oishi
Program Manager

Attachments
Memorandum of Agreement

cc: Miles Hazama

MEMORANDUM OF AGREEMENT

This Agreement ("Agreement") made and entered into this ____ day of _____, 2012, by and among the State Department of Land and Natural Resources (DLNR), Division of Aquatic Resources (DAR), whose mailing address is 1151 Punchbowl Street, Room 330, Honolulu, Hawaii 96813, and the City and County of Honolulu (City), by and through its Department of Parks and Recreation, whose mailing address is Kapolei Hale, 1000 Uluohia Street, Suite 309, Kapolei, Hawaii 96797, and Malama Pupukea-Waimea (MPW), a 501(c)(3) corporation, whose mailing address is P.O. Box 188, Haleiwa, Hawaii 96712.

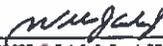
The parties wish to enter into an agreement for the installation and maintenance of two interpretive signs at Pupukea Beach Park, Oahu in the areas identified in the attached map.

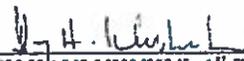
The parties hereto mutually agree to the following terms and conditions:

- 1. Content Design, Development, and Fabrication.** DAR shall approve all interpretive sign content, design, development, and fabrication.
- 2. Installation.** MPW shall arrange for the sign installations. DAR will approve the exact locations for sign placement subject to the review and approval of the City. DAR will submit an application for Right-of Entry permit and coordinate installation of the interpretive signage with the City.
- 3. Maintenance and Upkeep.** MPW will provide periodic maintenance for signs. The City will provide routine maintenance and upkeep of the area surrounding the signs when providing routine maintenance of the City property. The City does not have a duty to inspect the interpretive signs for damage. Should the City receive notice that an interpretive sign has been damaged, the City will notify MPW. MPW will inspect the damage to the interpretive sign and determine whether repair is possible. MPW may finance, manage, and supervise all aspects of repair, installation, and replacement and/or removal of the damaged interpretive sign, as MPW deems necessary. If the interpretive sign creates a safety hazard as determined by the City, MPW shall remove the sign upon request from the City. Should MPW fail to maintain the signs, DAR will assume those responsibilities, provided that DAR may remove the signs at its discretion. DAR shall ensure that the design, fabrication, and installation of the interpretive signage comply with all federal, state, and county laws.
- 4. The City shall not be responsible for any damage or loss, including, but not limited to personal injury or death, caused by or arising out of or from DAR's or MPW's exercise of the rights granted by this Agreement and not caused by the negligence or willful misconduct of the City.**

5. The term of this Agreement shall be from the date of execution until the date the interpretive signage is permanently removed from the aforementioned location, subject, however, to the right of either party to terminate this Agreement at any time for good cause by providing thirty (30) days written notice of cancellation to the other parties.
6. Nothing contained herein shall be deemed or construed as creating an agency, joint venture, or partnership relationship between the City, DLNR and Malama Pupukea-Waimea (MPW). MPW shall not be deemed to be an agent, representative, servant or employee of the City.

DEPARTMENT OF LAND AND
NATURAL RESOURCES

By 
WILLIAM J. AILA, JR.
Chairperson, Department of Land and
Natural Resources

By 
GUY KAULUKUKUI, 1st Deputy, DLNR/
Interim Administrator, DAR

Approval as to Form:

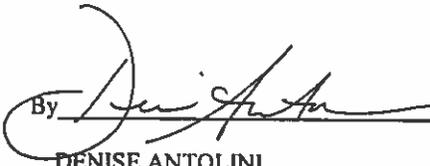

Deputy Attorney General

CITY AND COUNTY OF HONOLULU

By _____
GARY CABATO
Director, Department of Parks and
Recreation

APPROVED AS TO FORM
AND LEGALITY:

Deputy Corporation Counsel

By 

DENISE ANTOLINI
President, Malama Pupukea-Waimea

Windward Oahu District Office
P.O. Box 4042
Kaneohe, HI 96744

Attn: Miles Hazama

PERMIT

DEPARTMENT OF PARKS AND RECREATION
CITY AND COUNTY OF HONOLULU
TELEPHONE 768-3440

DATE
ISSUED

9/7/12

For the use of (Park or facility)

Pupukea Beach Park

<input checked="" type="checkbox"/> General	Athletic Field No.	Trailer Camping
<input type="checkbox"/> Athletic	Picnic Site No.	Camper Site No.
<input type="checkbox"/> Camping		
<input type="checkbox"/> Picnic		

NO Driving or parking on grass, animals, guns, open fires, cutting of trees, noise exceeding the standards set forth in ROH § 10-1.2(b) (8), as amended. See bottom of permit for further rules and regulations. Permittee shall have permit readily available at all times.

NO ALCOHOLIC BEVERAGES ALLOWED

ISSUED TO

Name: **Geotek Hawaii
Brett Barnhard**

Address: **P O Box 1555
Pearl City, HI 96782**

Business Phone: **223-9810** Home Phone: **(fax) 676-4948**

Applicant's Signature: **For Brett Barnhard**

Maintenance

Deposit	\$0.00	PERMIT IS FOR THE FOLLOWING DAYS			
		Date		Time	
Processing Charge		From Sept. 7, 2012	To Sept. 17, 2012	From	To
Kitchen		No. persons	Purpose Right of Entry		
Attendant Service		Other Information			
Commercial Fee		Installation of Reef Awareness signs.			
Rental Charge		Must comply with attached disclaimer			
Others					
Cash	Check	TOTAL \$0.00	DEPARTMENT OF PARKS AND RECREATION City and County of Honolulu		PERMIT NO. P121435

DPR 102 88-e

IT IS ILLEGAL TO FEED BIRDS AT THIS PARK

PARKKEEPER has authority to deal with picnickers and campers; to act in cases of breach of rules, regulations and or laws of the City and County, State and Federal governments.

READ CAREFULLY

The Department of Parks and Recreation shall have the authority to revoke a permit upon reasonable notification and the opportunity to cure a violation of the conditions or standards for issuance as set forth in ROH Chapter 10 and the rules and regulations promulgated pursuant to ROH § 10-1.3 (b), as amended. Cancellation or changes in schedules must be promptly reported to the Department of Parks and Recreation. Charging admission, taking a collection or the sale of goods and services is prohibited, unless prior written permission has been obtained from the Department of Parks & Recreation.

DAMAGES. All permits issued by the Department of Parks & Recreation shall be subject to the regulations of the Department and City Ordinances; and persons, teams or organizations to whom such permits are issued shall be bound by such regulations and ordinances as fully as though the same were inserted in such permits. Except for public assemblies, persons, teams, or organizations to whom such permits are issued shall be liable for loss, damage or injury to persons or property resulting from the use of the public facilities under such permits, as well as any breach of regulations or ordinances, to the person or persons suffering such loss, damage or injury, and to the Department of Parks and Recreation in case said Department shall become liable for such loss, damage or injury.

GENERAL RULES

1. Only charcoal may be used for cooking fires which must be placed in barbecue stoves where provided. If private barbecue stoves are used, they must be lifted at least 12 inches above the grass and kept well away from tree trunks and other plants.
2. Campers and/or picnickers may not take exclusive possession of any equipment in the park. Pavilions may not be reserved for exclusive use.
3. Do not wash dishes or equipment in shower rooms or in open shower areas.

CAMPING RULES

1. This permit is valid only for the stated period.
2. Tents are to be erected where designated by parkkeeper, or at least 50 feet from adjoining property.
3. Campers must keep their campsites clean at all times and deposit rubbish in containers provided.
4. Fires must be built only in stoves, firepits, or campfire rings where provided. (Ashes and charcoal shall not be deposited near trees, shrubs or vines but shall be left or deposited in areas designated.)
5. No generators of any type shall be operated at any campsite.
6. Trailers, campers, or other vehicles must secure a permit which allows these vehicles to park in designated areas in certain parks only.
7. Maximum 2 tents, 3 cars, 10 person per campsite, maximum tent size is 15 x 11 feet.
8. Refer to Camping Rules & Regulation for further rules.

PICNIC RULES

1. This permit is issued only for the time and place designated.
2. Picnickers must keep their area clean and deposit all rubbish in the containers provided.
3. Refer to the Picnic Rules & Regulations for further picnic rules.

4. Drinking or displaying of alcoholic beverages is prohibited in all parks. Rev. Ord. Honolulu.
5. Animals are prohibited from all parks except by permit.
6. Utility hookups are by special permit only.
7. Clean up area after use and dispose of rubbish.

PENALTY: IMMEDIATE REVOCATION OF PERMIT

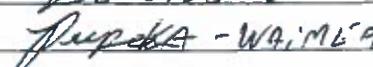
DISCLAIMERS

READ CAREFULLY TERMS AND CONDITIONS

1. **Revocation.** The Department of Parks and Recreation shall have the authority to revoke a permit and/or stop a use in progress upon reasonable notification and the opportunity to cure a violation of the conditions or standards for issuance as set forth in Revised Ordinances of Honolulu Chapter 10, and the rules and regulations promulgated pursuant to Revised Ordinances of Honolulu Section 10-1.3(b), as amended.
2. **No Assignment.** Permittee shall not transfer, assign, sell or grant use of any or all of the days or all or any portion of the facility/park site granted to permittee under this permit.
3. **Laws and Rules.** Permittee shall comply with all State and Federal laws, including laws prohibiting discrimination against persons with disabilities, City ordinances, rules and regulations of the Department of Parks and Recreation applicable to activities in City parks; permittees to whom such permits are issued shall be bound by such laws, ordinances, rules and regulations as though the same were incorporated in such permits.
4. **Damages.** a) Except for public assemblies, permittee shall be liable for loss, damage or injury to persons or property resulting from permittee's use of the park or park facility under such permit, as well as any breach of City regulations or ordinances, to the person or persons suffering such loss, damage, or injury, and to the City in the event the City shall become liable for such loss, damage or injury. Any and all damage to the park and/or park facilities must be fully and completely restored within 7 days after the end of the permitted event.

b) **For DOE events identified in attached list:** The State shall indemnify, defend, and hold harmless the City and County of Honolulu, its officers, employees, and agents, from any and all claims of liability for any damage to real or personal property or injury to or death of any persons when such damage, injury or death arises out of the action or omission of the State, its officers, employees, agents, consultants, contractors, or invitees in conjunction with the specific activities at the specific facilities on the specific dates and at the specific times listed on the attachment entitled "Department of Education Use of City and County of Honolulu Facilities from _____ through _____"; provided that the State shall not be required to indemnify, defend, or hold harmless, the City and County of Honolulu, its officers, employees and agents, from any claims of liability for any damage to real or personal property or injury to or death of any persons, when such damage, injury or death arises out of the action or omission of the City and County of Honolulu, and/or its officers, employees, agents, consultants, contractors, or invitees, regarding the maintenance and repair of the specific facilities listed on the attachment entitled "Department of Education Use of City and County of Honolulu Facilities from _____ through _____". This provision shall not be read or interpreted to create any liability of the State or any person or entity to any person or entity, except for the duties to indemnify, defend, and hold harmless set forth herein. This provision is not intended to and shall not be interpreted to benefit any third person, or to benefit or create any third-party beneficiary.
5. **Responsibility.** Permittee assumes responsibility for all activities it conducts during the permitted event, including but not limited to, supervision and control to prevent injury or damage; maintenance of the premises during the use, including removal and disposal of debris and refuse. Upon expiration of the permit, permittee shall promptly return the premises in as good condition as received, reasonable wear and tear excepted.
6. **Cancellation.** Cancellation or changes in schedules must be promptly reported to the Department of Parks and Recreation.
7. **Fees.** Charging admission or the sales of goods and services is prohibited, unless prior written permission has been obtained from the Department of Parks and Recreation.
8. **Fires.** Only charcoal may be used for cooking fires which must be placed in barbecue stoves where provided. If private barbecue stoves are used, they must be lifted at least 12 inches above the grass and kept away from tree trunks and other plants.
9. Permittee shall not take possession of any equipment in the park. Pavilions may be not reserved for exclusive use by a permittee.
10. **Alcohol.** The consumption or possession of alcoholic beverages other than in a container in the manufacturer's sealed condition, is prohibited.
11. **Animals.** Animals are prohibited from all parks except by permit. Dogs are permitted in areas designated as off-leash parks or in designated areas for leashed dogs.
12. **Utilities.** Utility hookups are by special permit only.
13. **NO DRIVING OR PARKING ON THE GRASS.**
14. **Noise.** Noise exceeding the standards set forth in Revised Ordinances of Honolulu Section 10-1.2(b)(8) is prohibited except as authorized by permit.
15. **Additional Terms and Conditions.** This permit is subject to the additional terms, conditions and covenants which are attached hereto and incorporated herein.

Permittee agrees to comply with City ordinances, including Revised Ordinances of Honolulu Chapter 10, the rules and regulations of the Department of Parks and Recreation, and the terms and conditions of this permit. Permittee understands that non-compliance may result in revocation of this permit. If Permittee is an organization, the undersigned certifies that he/she is authorized to sign on behalf of Permittee.

By  Date: _____
Signature
Organization: 

SEP 07 2012



SEP 07 2012

APPLICANT MUST SIGN THE ATTACHED DISCLAIMER BEFORE SUBMITTING THIS APPLICATION.

FAX: 676-4948

DEPARTMENT OF PARKS AND RECREATION
CITY AND COUNTY OF HONOLULU
650 SOUTH KING STREET, 1st Floor
HONOLULU, HAWAII 96813
Phone: (808) 768-3440

BRETT BARNARD
910-297-6462

APPLICATION FOR RIGHT-OF-ENTRY TO PARKS

Date 9/7/12

GEOTEK HAWAII
Applicant (Co. or Dept. making request)

PO BOX 1555 PEARL CITY HI 96782
Address of Applicant

808 223 9810 Telephone Number, behalf of PUPUKA - WAI MEA Agency or Property Owner hereby requests

Permission to use PUPUKA WAI MEA BEACH PARK Name and Location of Park Area

for the period (estimated maximum) commencing 9/4/2012 to 9/17/2012
REEF AWARENESS

for the purpose of INSTALLING SIGNS

This request is for access, construction and/or storage only and shall not be construed to include permanent rights or easements unless specifically noted in writing. If necessary for clarity, a plan supplied by the applicant showing the park area to be used should be attached. Permission, if granted, is allowed with the understanding that restoration of the affected park property shall be made by and at the expense of the applicant to the satisfaction of the Department of Parks and Recreation within three (3) weeks following expiration of the permit. Applicant agrees to assume full liability during occupancy of the site. Applicant agrees to pay a rental of _____ Dollars (\$ _____) for each month or portion of a month thereof for the use of the park. Deposit shall be \$ _____, which amount shall be entirely refundable upon inspection and clearance by the Maintenance Division representative. Applicant shall inform the Maintenance Division of this Department two (2) days in advance of completion of restoration or discontinued use of the park area for inspection of the site. Failure to perform under these conditions shall constitute grounds for forfeiture of deposit which will apply to any additional expenses incurred by the Department of Parks and Recreation for restoration.



RESOLUTION

AUTHORIZING THE CITY AND COUNTY OF HONOLULU TO EXECUTE A MEMORANDUM OF AGREEMENT WITH THE STATE DEPARTMENT OF LAND AND NATURAL RESOURCES, DIVISION OF AQUATIC RESOURCES, AND MALAMA PUPUKEA-WAIMEA FOR THE INSTALLATION AND MAINTENANCE OF INTERPRETIVE SIGNS AT PUPUKEA BEACH PARK.

WHEREAS, Chapter 1, Article 8, Revised Ordinances of Honolulu 1990, as amended, requires that any intergovernmental agreement or any amendments thereto which place an obligation upon the City or any department or agency thereof shall require prior City Council consent and approval; and

WHEREAS, the City, the State Department of Land and Natural Resources ("DNLN"), Division of Aquatic Resources ("DAR") and Malama Pupukea-Waimea, a 501(c)(3) corporation ("MPW") share the desire to install and maintain interpretive signs at Pupukea Beach Park, which is a City park managed by the Department of Parks and Recreation ("DPR"); and

WHEREAS, interpretive signs turn factual information into a theme or experience through the use of text, photographs and illustrations to capture interest, provoke curiosity, and assist in understanding the significance of objects, artifacts, landscape, and location; and

WHEREAS, the proposed Pupukea Beach Park interpretive signs consist of two coral reef etiquette signs to be installed at Sharks Cove and Three Tables; and

WHEREAS, the coral reef etiquette signs have been designed and fabricated, MPW will arrange for installation and provide periodic maintenance for the signs, DAR will seek the City Council's consent and approval for a right of entry permit and assume maintenance responsibilities if MPW fails to maintain the signs, and the City will provide routine maintenance and upkeep of the area surrounding the signs when providing routine maintenance of the City park property; now, therefore,

BE IT RESOLVED by the Council of the City and County of Honolulu that it supports the installation of two coral reef etiquette signs at Pupukea Beach Park; and



RESOLUTION

BE IT FURTHER RESOLVED that the City through its Director of the Department of Parks and Recreation is hereby authorized to:

1. Execute the Memorandum of Agreement ("MOA") to install and maintain two interpretive signs at Pupukea Beach Park, in substantially the same form as the agreement attached hereto as Exhibit A, and by reference made a part of this resolution; and
2. Execute any incidental or related agreements and documents in furtherance of the above MOA so long as such agreements and documents do not incur additional obligations on the part of the City; and

BE IT FINALLY RESOLVED that copies of this Resolution be transmitted to: William J. Aila, Jr., Chairperson, Department of Land and Natural Resources, 1151 Punchbowl Street, Room 330, Honolulu, Hawaii 96813; Guy Kaulukukui, First Deputy, Department of Land and Natural Resources / Interim Administrator, Division of Aquatic Resources, 1151 Punchbowl Street, Room 330, Honolulu, Hawaii 96813; Denise Antolini, President, Malama Pupukea-Waimea, P.O. Box 188, Haleiwa, Hawaii 96712; and the Director of the Department of Parks and Recreation.

INTRODUCED BY:

Ernest Martin

DATE OF INTRODUCTION:

September 6, 2012
Honolulu, Hawaii

Councilmembers

MEMORANDUM OF AGREEMENT

This Agreement ("Agreement") made and entered into this ____ day of _____, 2012, by and among the State Department of Land and Natural Resources (DLNR), Division of Aquatic Resources (DAR), whose mailing address is 1151 Punchbowl Street, Room 330, Honolulu, Hawaii 96813, and the City and County of Honolulu (City), by and through its Department of Parks and Recreation, whose mailing address is Kapolei Hale, 1000 Uluohia Street, Suite 309, Kapolei, Hawaii 96797, and Malama Pupukea-Waimea (MPW), a 501(c)(3) corporation, whose mailing address is P.O. Box 188, Haleiwa, Hawaii 96712.

The parties wish to enter into an agreement for the installation and maintenance of two interpretive signs at Pupukea Beach Park, Oahu in the areas identified in the attached map.

The parties hereto mutually agree to the following terms and conditions:

1. **Content Design, Development, and Fabrication.** DAR shall approve all interpretive sign content, design, development, and fabrication.
2. **Installation.** MPW shall arrange for the sign installations. DAR will approve the exact locations for sign placement subject to the review and approval of the City. DAR will submit an application for Right-of Entry permit and coordinate installation of the interpretive signage with the City.
3. **Maintenance and Upkeep.** MPW will provide periodic maintenance for signs. The City will provide routine maintenance and upkeep of the area surrounding the signs when providing routine maintenance of the City property. The City does not have a duty to inspect the interpretive signs for damage. Should the City receive notice that an interpretive sign has been damaged, the City will notify MPW. MPW will inspect the damage to the interpretive sign and determine whether repair is possible. MPW may finance, manage, and supervise all aspects of repair, installation, and replacement and/or removal of the damaged interpretive sign, as MPW deems necessary. If the interpretive sign creates a safety hazard as determined by the City, MPW shall remove the sign upon request from the City. Should MPW fail to maintain the signs, DAR will assume those responsibilities, provided that DAR may remove the signs at its discretion. DAR shall ensure that the design, fabrication, and installation of the interpretive signage comply with all federal, state, and county laws.
4. The City shall not be responsible for any damage or loss, including, but not limited to personal injury or death, caused by or arising out of or from DAR's or MPW's exercise of the rights granted by this Agreement and not caused by the negligence or willful misconduct of the City.

5. The term of this Agreement shall be from the date of execution until the date the interpretive signage is permanently removed from the aforementioned location, subject, however, to the right of either party to terminate this Agreement at any time for good cause by providing thirty (30) days written notice of cancellation to the other parties.
6. Nothing contained herein shall be deemed or construed as creating an agency, joint venture, or partnership relationship between the City, DLNR and Malama Pupukea-Waimea (MPW). MPW shall not be deemed to be an agent, representative, servant or employee of the City.

DEPARTMENT OF LAND AND
NATURAL RESOURCES

By 
WILLIAM J. AILA, JR.
Chairperson, Department of Land and
Natural Resources

By 
GUY KAULUKUKUI, 1st Deputy, DLNR/
Interim Administrator, DAR

Approval as to Form:

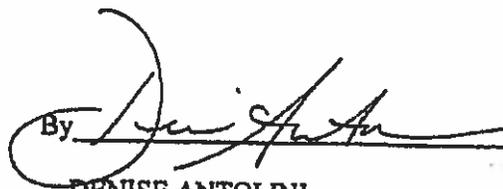

Deputy Attorney General

CITY AND COUNTY OF HONOLULU

By _____
GARY CABATO
Director, Department of Parks and
Recreation

APPROVED AS TO FORM
AND LEGALITY:

Deputy Corporation Counsel

By 

DENISE ANTOLINI
President, Malama Pupukea-Waimea

CITY COUNCIL
CITY AND COUNTY OF HONOLULU
HONOLULU, HAWAII
CERTIFICATE

RESOLUTION 12-241, FD1

Introduced: 09/06/12 By: ERNEST MARTIN

Committee: COUNCIL

Title: RESOLUTION AUTHORIZING THE CITY AND COUNTY OF HONOLULU TO EXECUTE A MEMORANDUM OF AGREEMENT WITH THE STATE DEPARTMENT OF LAND AND NATURAL RESOURCES, DIVISION OF AQUATIC RESOURCES, AND MALAMA PUPUKEA-WAIMEA FOR THE INSTALLATION AND MAINTENANCE OF INTERPRETIVE SIGNS AT PUPUKEA BEACH PARK.

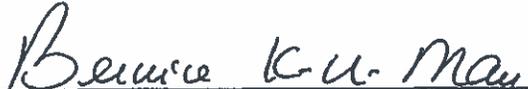
Links: [RES12-241](#)
[RES12-241, FD1](#)

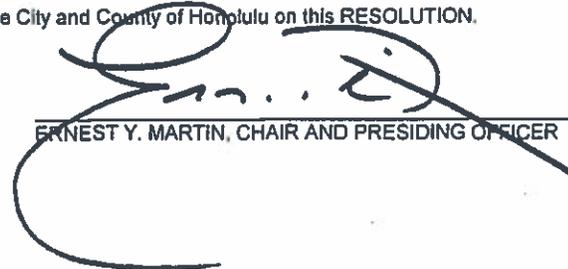
Voting Legend: Y= Aye, Y* = Aye w/Reservations, N = No, A = Absent, ABN = Abstain

CC-249 BERG – RE-REFERRAL OF RESOLUTION 12-241 FROM PARKS AND CULTURAL AFFAIRS TO COUNCIL FLOOR.

COUNCIL	09/12/12	RESOLUTION AMENDED TO FD1.							
ANDERSON	Y	BERG	Y	CACHOLA	Y	CHANG	Y	GARCIA	Y
HARIMOTO	Y	KOBAYASHI	Y	MARTIN	Y				
RESOLUTION 12-241, FD1 WAS ADOPTED.									
ANDERSON	Y	BERG	Y	CACHOLA	Y	CHANG	Y	GARCIA	Y
HARIMOTO	Y	KOBAYASHI	Y	MARTIN	Y				

I hereby certify that the above is a true record of action by the Council of the City and County of Honolulu on this RESOLUTION.


BERNICE K. N. MAU, CITY CLERK


ERNEST Y. MARTIN, CHAIR AND PRESIDING OFFICER

Hazama, Kris A.

From: Hazama, Kris A.
Sent: Tuesday, September 18, 2012 9:06 AM
To: Whittaker, Laura M.; Vega, Kathy
Cc: Liu, Linda K; Dumlao, Patrick; Hazama, Miles
Subject: Adopted Resolutions 12-193; 12-194; 12-211; 12-226 & 12-241, FD1

Laura/Kathy: Last resolution is for the interpretive signs for Pupukea Beach Park, agreement with DLNR and a hardcopy has been placed in your mailbox.

Linda, the 3rd resolution is about the NRPA Take me Fishing 2012-2013 program. Forward on to staff as necessary.

From: Mayeda, Craig S.
Sent: Monday, September 17, 2012 2:57 PM
To: Yamaguchi, Dale N.; De Virgilio, July; Wee, Dennis Y. F.; Edrada, Philomela; Fujihara, Linda S.; Fukuda, Jerome S; Hazama, Miles; Hiranaga, Todd T.; Jamile, Clinton; Kajiwara, Glenn H.; Kanakaole-Murphy, Deelite K; Hazama, Kris A.; Liu, Dexter D; Young, Rosalind J.; Spinola, Arlene M.; Watanabe, Roger D.; Wong, Carla; Yamamoto, Beth A.
Subject: FW: Adopted Resolutions 12-193; 12-194; 12-211; 12-226 & 12-241, FD1

From: Cabato, Gary B.
Sent: Monday, September 17, 2012 2:52 PM
To: Oka, Stanley T.; Blewitt, John; Mayeda, Craig S.
Subject: FW: Adopted Resolutions 12-193; 12-194; 12-211; 12-226 & 12-241, FD1

FYI

From: Ching, Tammy
Sent: Monday, September 17, 2012 1:22 PM
To: Cabato, Gary B.; Ikehara, Carolyn T
Subject: Adopted Resolutions 12-193; 12-194; 12-211; 12-226 & 12-241, FD1

These Resolutions are being transmitted to you pursuant to the "Be It Finally Resolved" paragraph.

12-193 <http://docsiiis01:8080/docushare/dsweb/Get/Document-208101/12-193.pdf>
 12-194 <http://docsiiis01:8080/docushare/dsweb/Get/Document-208103/12-194.pdf>
 12-211 <http://docsiiis01:8080/docushare/dsweb/Get/Document-208855/12-211.pdf>
 12-226 <http://docsiiis01:8080/docushare/dsweb/Get/Document-208955/12-226.pdf>
 12-241, FD1 <http://docsiiis01:8080/docushare/dsweb/Get/Document-209886/12-241.%20FD1.pdf>



RESOLUTION

AUTHORIZING THE CITY AND COUNTY OF HONOLULU TO EXECUTE A MEMORANDUM OF AGREEMENT WITH THE STATE DEPARTMENT OF LAND AND NATURAL RESOURCES, DIVISION OF AQUATIC RESOURCES, AND MALAMA PUPUKEA-WAIMEA FOR THE INSTALLATION AND MAINTENANCE OF INTERPRETIVE SIGNS AT PUPUKEA BEACH PARK.

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BE IT RESOLVED by the Council of the City and County of Honolulu that it supports the installation of two coral reef etiquette signs at Pupukea Beach Park; and



RESOLUTION

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INTRODUCED BY:

Ernest Martin

DATE OF INTRODUCTION:

September 6, 2012
Honolulu, Hawaii

Councilmembers

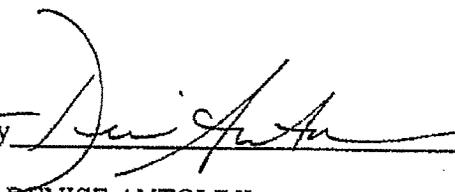
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By 

DENISE ANTOLINI
President, Malama Pupukea-Waimea

CITY COUNCIL
CITY AND COUNTY OF HONOLULU
HONOLULU, HAWAII
C E R T I F I C A T E

RESOLUTION 12-241, FD1

Introduced: 09/06/12 By: ERNEST MARTIN

Committee: COUNCIL

Title: RESOLUTION AUTHORIZING THE CITY AND COUNTY OF HONOLULU TO EXECUTE A MEMORANDUM OF AGREEMENT WITH THE STATE DEPARTMENT OF LAND AND NATURAL RESOURCES, DIVISION OF AQUATIC RESOURCES, AND MALAMA PUPUKEA-WAIMEA FOR THE INSTALLATION AND MAINTENANCE OF INTERPRETIVE SIGNS AT PUPUKEA BEACH PARK.

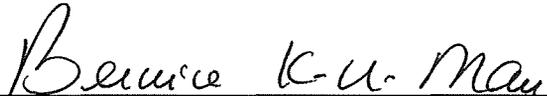
Links: [RES12-241](#)
[RES12-241, FD1](#)

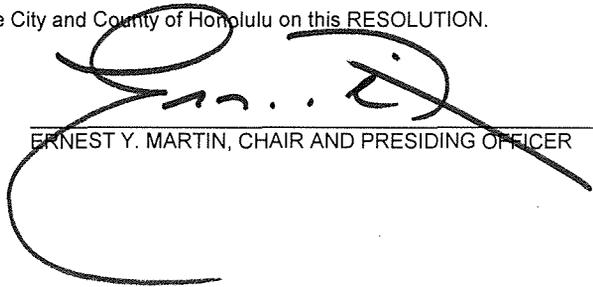
Voting Legend: Y= Aye, Y* = Aye w/Reservations, N = No, A = Absent, ABN = Abstain

CC-249 BERG – RE-REFERRAL OF RESOLUTION 12-241 FROM PARKS AND CULTURAL AFFAIRS TO COUNCIL FLOOR.

COUNCIL	09/12/12	RESOLUTION AMENDED TO FD1.							
ANDERSON	Y	BERG	Y	CACHOLA	Y	CHANG	Y	GARCIA	Y
HARIMOTO	Y	KOBAYASHI	Y	MARTIN	Y				
RESOLUTION 12-241, FD1 WAS ADOPTED.									
ANDERSON	Y	BERG	Y	CACHOLA	Y	CHANG	Y	GARCIA	Y
HARIMOTO	Y	KOBAYASHI	Y	MARTIN	Y				

I hereby certify that the above is a true record of action by the Council of the City and County of Honolulu on this RESOLUTION.


BERNICE K. N. MAU, CITY CLERK


ERNEST Y. MARTIN, CHAIR AND PRESIDING OFFICER

ITEM F-1, Exhibit F

Old 2011 Reef Etiquette Signs Pūpūkea Beach Park

Respecting Coral Reefs

We all have a role to play in preserving and protecting Hawaii's coral reefs. Hawaii's reefs provide a home for over 7,000 species of marine plants and animals, 25% of which are unique to Hawaii. Healthy coral reefs are important to all Hawaii's residents and visitors. Please do your part to care for Hawaii's reefs.

Coral Are Alive

Coral are living animals that eat, grow and breathe. They provide food and shelter for fish and other marine life. As a swimmer, snorkeler or diver, you can easily damage living coral by peaching, kicking and stepping on it. It only takes seconds to damage a reef, but it may take decades for it to recover. You can help protect Hawaii's corals by viewing the reef from a distance.



A close-up of coral polyps. Corals are tiny animals that live in colonies and feed on plankton.

Respect Marine Life

Please enjoy marine wildlife from a distance. Animals such as turtles, dolphins and monk seals may be very sensitive to human disturbance, and are protected by law. Never handle, chase or harass any type of marine life. Please respect them and their habitat. Keep your distance and take photos rather than souvenirs.



Please give turtles, dolphins and other marine life plenty of room.



The use of harassment devices, such as noisemakers, can affect the natural behavior and can affect the ability of sea, land, and bird populations.

Fish Don't Need Feeding

Fish feeding has been shown to alter the natural community structure of the reef, and promote aggressive behavior in fishes. Please allow the fishes to eat their natural food... many of them play an important role as grazers, keeping seaweed growth in check. Help the reef and stay side, please leave the fish food at home.



Surgefishes are important to the reef.



Feeding fishes can result in this swordfish as it is.

Endemic Hawaiian Damselfish, found nowhere else in the world

A Hanafish perches on a rock, waiting for prey to strike its prey.



Cleaning Stations are maintained by small brightly colored cleaner wrasses and mucus from fishes that seek their services.



Frags: Higher Corals are used in deeper waters sheltered from the damaging forces of long waves scouring the reef.



Polyps: Corals form goblets, which are open at the top. Fishes graze on the soft tissue, and eat outside.



Beak Corals form goblets, which are open at the top. Fishes graze on the soft tissue, and eat outside.



Small fish are important to the reef.



Small fish are important to the reef.





The Thurman & Co. FOUNDATION
DESIGN & ARCHITECTURE



MADE WITH CORAL REEF
CORAL REEF
CORAL REEF



MAUI LAND & PINEAPPLE COMPANY, INC.



MAUI OCEAN CENTER



MAUI OCEAN CENTER



MAUI OCEAN CENTER

