



DEPARTMENT OF TRANSPORTATION SERVICES
DEPARTMENT OF PLANNING AND PERMITTING
APPLICATION/PERMIT FOR OUTDOOR DINING

Application Date _____

Application is hereby made to provide outdoor dining services upon the City and County of Honolulu ("City") property including sidewalks, pedestrian malls, parks, and playgrounds.

BUSINESS NAME: _____
ADDRESS: _____

BUSINESS PHONE: _____

DATE(S) AND TIMES
HOURS OF OPERATION: _____

Sun	Mon	Tue	Wed	Thu	Fri	Sat
------------	------------	------------	------------	------------	------------	------------

POINT OF CONTACT: _____
POSITION: _____
TELEPHONE: _____
EMAIL: _____

ATTESTATION AND AGREEMENT:

- By completing and submitting this Application/Permit for Outdoor Dining, the undersigned applicant attests, under penalty of law, and agrees to the following:
- I am the owner of and/or authorized agent for the business listed above.
 - I have read and agree that the business will comply with the attached Guidelines, Conditions, and Restrictions to the Outdoor Dining Pilot Program.
 - The business is in compliance with the State Department of Health, Food Establishment Permit, and is authorized to provide food service with a green or yellow placard as provided under Section 11-50-9, Hawaii Administrative Rules.
☐ I will notify my inspector and the State Department of Health, Food Safety Branch at (808) 586-8000 of the expanded dining area on City property. _____ (Initial)
 - If applicable, the business is in compliance with and authorized to provide liquor sales under a City and County of Honolulu Liquor Commission license that is appropriate for the business classification.
☐ If liquor will be sold, I will obtain approval from the Liquor Commission that liquor sales on City property is allowed under the business' existing liquor license, and will submit a copy of the approval to the department. _____ (Initial)
 - By using City property for outdoor dining, I and the business do hereby assume all responsibility and liability for the use of City property for outdoor dining, and further do hereby indemnify, defends and hold harmless the City and County of Honolulu, its elected and appointed officials, its officers, employees, representatives, and agents, from and against any and all incidents, claims, actions, demands, suits, or judgments, loss liability or damages, including claims for property damages, personal injuries or deaths, and for costs and attorney's fees, including any appeals, that arise for the use of City property for outdoor dining services as provided in the attached General Guidelines, Conditions, and Restrictions.
 - I and/or the business will maintain the following insurance policies and binders that shall name the City and County of Honolulu as an additional insured:

a.	Commercial General Liability, including Products & Completed Operations	\$1,000,000
b.	Liquor Liability (if alcohol is served)	\$1,000,000
c.	Worker's Compensation, as prescribed by statute	
 - I understand that the permit shall expire upon the expiration date set forth hereinbelow, of which date shall not extend beyond the sixth month following the date of approval, and I am required to submit a new application in order to continue providing outdoor dining services not later than 15 days prior to the

expiration date. Failure to timely submit a new application by the deadline may result in the cessation of outdoor dining services pending the review and approval of the new permit. _____ (Initial)

8. I understand that the Department of Planning and Permitting will be enforcing the Outdoor Dining Pilot Program and will be maintaining the records of the required SUBMITTALS (below), and inspecting the premises for compliance with the requirements in the attached General Guidelines, Conditions, and Restrictions. Failure to provide the required SUBMITTALS or comply with any of the requirements in the attached General Guidelines, Conditions, and Restrictions may result in the termination of the permit. Upon receipt of the issued permit, I will call the Department of Planning and Permitting at (808) 768-8152 to schedule a preliminary inspection. _____ (Initial)
9. I understand that the execution of this form includes my statement that, under penalty of law for knowingly providing false information under HRS Section 710-1063, I hereby attest that all statements and information contained herein, including all maps, floor plans, and picture depictions, are true and correct and are being submitted with the specific intent of being relied upon by the department for purposes of obtaining a permit to provide outdoor dining services on City property. _____ (Initial)

This Permit shall be made available and presented for inspection upon request to any City inspector or official charged with enforcing the Outdoor Dining Pilot Program. The applicant and business, jointly and severally, agrees to indemnify, defend, and hold harmless the City and County of Honolulu its elected and appointed officials, its officers, employees, representatives, and agents, from and against any and all incidents, claims, actions, demands, suits or judgments, loss liability or damages, including claims for property damages, personal injuries or deaths, and for costs and attorney's fees, including any appeals. The applicant hereby agrees that any agreement heretofore made or hereafter to be made and the covenants and conditions stated in the General Guidelines, Conditions, and Restrictions, attached hereto and incorporated herein by reference, shall be binding upon him, his heirs, personal representatives, contractors and assigns.

APPLICANT: _____
(Name of company whether individual firm, partnership, or corporation, etc.)

Signature of Applicant

TELEPHONE NO. _____ FAX: _____

EMAIL: _____

Print Name & Title of applicant or Authorized Representative

SUBMITTALS required:

- ☐ Permit Fee: \$50.00 (cash or check)
- ☐ A picture (printed or pdf format; e.g., Google Maps®) of the street view of the business location
- ☐ A floor plan of the dining area depicting the following in detail:
 - Outline of the current dining area outlined in "black" (non-City property), include measurements and dimensions
 - Boundaries of the outdoor dining area outlined in "red" (City property), include measurements and dimensions
 - For liquor sales, how the area that will set apart for the sale and consumption of liquor will be established (e.g., painted demarcation line, stanchions, planters; signage)
 - Measurements and dimensions of the abutting City property, including all sidewalks or access areas that border the dining area, measuring from the edge of the dining area toward the edge of the sidewalk that abuts the street (e.g., if the dining area is bordered on three sides by sidewalks or public access ways, measurements must be provided for all three sides)
 - Location and set up of tables, seats, furniture, etc., for dining
- ☐ A copy of the (printed or pdf format) business' Department of Health food establishment permit and placard.
- ☐ A copy of the (printed or pdf format) of the business' Liquor Commission license and approval to provide liquor sales on City property (the approval may be submitted later).
- ☐ Insurance binders naming the City and County of Honolulu as an additional insured with the required coverages.

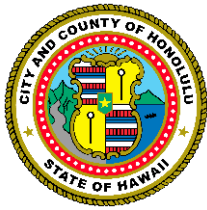
APPROVED FOR OUTDOOR DINING SERVICES ON CITY PROPERTY ONLY

Permission to provide outdoor dining services under the pilot program for the effective dates and times set forth in said application is hereby granted. This permit is revocable at any time by the Director, the Department of Planning and Permitting or their authorized subordinates, if, in his/her opinion the safety of the public may be jeopardized or the Guidelines, Conditions, and Restrictions have not been complied with.

Director of Transportation Services or his Authorized Representative

Approval Date: _____

Expiration Date: _____



CITY AND COUNTY OF HONOLULU

Department of Transportation Services

Department of Planning and Permitting

OUTDOOR DINING PILOT PROGRAM

This form details the Outdoor Dining Pilot Program, which allows dining and related activities on City property including sidewalks, malls, and parks, with conditions and guidelines. Business owners will be allowed to place movable furniture on City property as part of this program to increase their seating areas and allow for enhanced open-air dining.

GENERAL GUIDELINES, CONDITIONS, AND RESTRICTIONS

Location:

1. The business must be on the ground floor.
2. The business must abut City property.
3. The sidewalk dining area must be paved.
4. The business must first use its outdoor space, if available, before using City property.

Allowable Times of Operation:

5. Furniture may only be used during the business hours of operation listed on the form.
6. Furniture may be placed one hour before and removed one hour after the posted hours of operations.
7. Furniture may not be stored on City property when not in use.
8. There is no usage of City property between 11:00 p.m. and 7:00 a.m.
9. With 24 hours' notice, the business must vacate City property for regular City maintenance activities or permitted construction. In case of emergencies, there may be no notice.

Allowable Furniture and Equipment:

10. All furniture shall not be affixed to the outdoor dining area, but should be stable and wind-resistant to prevent accidental tipping, including:
 - a. Tables and seating
 - b. Stands featuring menus and prices
 - c. Trash receptacles
 - d. Supplemental lighting
 - e. Temporary railings, stanchions, or dividers
 - f. Umbrella and awnings

Conditions and Restrictions:

11. Dining areas must comply with all applicable Americans with Disabilities Act requirements including, but not limited to, the provision of accessible table and seating.
12. The business shall comply with all requirements of its State Department of Health Food Establishment Permit. The business shall notify its inspector and the State Department of Health, Food and Safety Branch at (808) 586-8000 of the expanded dining area on City property.
13. No smoking is permitted within the outdoor dining area.

14. If not fronting a City mall, liquor sales may be allowed under business' existing liquor license and applicable laws. The business shall obtain approval from the Honolulu Liquor Commission at (808) 768-7323 (email: HLC@honolulu.gov) to provide liquor sales on City property.
15. Dining services must be in compliance with, and subject to, any State Department of Health directives and requirements that may be in effect as declared in any applicable emergency proclamations, orders, or rules, relating to the City's and State's response to any global pandemic or health emergency.
16. Furniture shall be situated or arranged to maintain the following conditions:
 - a. On sidewalks, a minimum of 36 inches of clearance shall be maintained as an accessible path.
 - b. On pedestrian malls, as defined in Section 29-1.1, Revised Ordinances of Honolulu 1990, a minimum 20-foot right-of-way shall be maintained for delivery and emergency vehicles. Additionally, operations may not exceed posted mall hours, and no liquor service on the mall is permitted.
 - c. In parks and playgrounds, furniture may only be placed up to seven (7) feet from the property line, not to exceed one row of tables and seating. Additionally, no liquor service is permitted.
 - d. Furniture must be located at least six (6) feet from any vehicular ramp, driveway, or street intersection.
 - e. Furniture must be outside an eight (8) foot radius around bus stops and a five (5) foot radius around fire hydrants.
 - f. Furniture must not be placed over planter strips and tree wells.
 - g. All fire lanes must be open and accessible at all times.
17. Additional conditions:
 - a. The business is responsible for rubbish collection, and nightly removal is required if operating on a pedestrian mall.
 - b. If the City property being used for outdoor dining services consists of pavers, the business must take actions for the prevention and mitigation of food, liquid, and grease spills.
 - c. No live or amplified music is allowed on the utilized City property.
 - d. Upon expiration of the outdoor dining permit, without renewal, or the pilot program, the business shall restore the City property to the state it was in prior to the commencement of the business' use.

Complaints, Enforcement, Revocation, and Surrender:

18. Complaints or violations of these conditions and restrictions may be reported for inspection and compliance to the Commercial Enforcement Branch of the Department of Planning and Permitting at (808) 768-8152.
19. The Department of Planning and Permitting supports this very important Outdoor Dining Pilot Program, and will work in concert with all stakeholders and the public to maximize the opportunity for program success.
20. Violations of these conditions and restrictions may result in the revocation of the permit by the Department of Planning and Permitting at any time; provided that, the Department of Planning and Permitting shall notify the business of the violation and will primarily work with the business to help it achieve compliance under the Guidelines, Conditions, and Restrictions. Permit revocation will be a last resort in addressing complaints or violations that are reported or filed against a business.
21. Upon revocation, the business agrees to surrender this permit and surrender all rights thereunder whenever so notified to do so by the Department of Planning and Permitting, and to restore the City property to the state it was in prior to the commencement of the business' use.