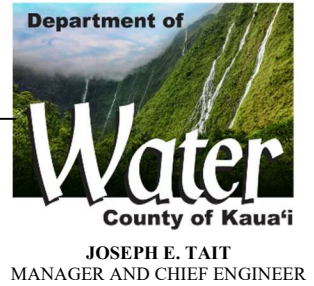


BOARD OF WATER SUPPLY

JULIE SIMONTON, CHAIR
GREGORY KAMM, VICE CHAIR

KURT AKAMINE, SECRETARY
LAWRENCE DILL, MEMBER
KA'AINA HULL, MEMBER
TROY TANIGAWA, MEMBER



REGULAR MONTHLY TELECONFERENCE MEETING NOTICE AND AGENDA

Thursday, March 24, 2022
9:30 a.m. or shortly thereafter

Meetings of the Board of Water Supply, County of Kaua'i will be conducted remotely in accordance with Act 220, Session Laws of Hawai'i 2021 via interactive conference technology as follows:

Click on the link below to join on your computer or mobile app by VIDEO:

<https://zoom.us/j/91055919519>

OR

Dial phone number and enter conference ID to call in and join by AUDIO:

Phone: 888 788 0099 US Toll-free

Phone Conference ID: 910 5591 9519#

Please Note: If you do not provide a name, unique identifier, or alias when joining the meeting, you will be renamed to allow staff to address and manage individual guests.

In the event of a lost connection the Board will recess for up to 30 minutes to restore the connection. If the connection cannot be restored within 30 minutes, the Board will continue the meeting to 12:00 p.m. or shortly thereafter. If the visual link cannot be restored, the Board may reconvene with an audio-only link using the above dial-in phone number and conference ID. A lost connection only applies to remote connections provided as part of the remote meeting but does not apply to a public member being unable to access the meeting due to a connectivity issue on their end.

CALL TO ORDER

ROLL CALL

ANNOUNCEMENTS:

Next Scheduled Meeting: Thursday, April 28, 2022 – 10:00 a.m. via Tele-Conference.

APPROVAL OF MEETING MINUTES:

1. Regular Board Meeting – February 24, 2022

APPROVAL OF AGENDA

PUBLIC TESTIMONY

NEW BUSINESS

1. Manager's Report No. 22-59 – Discussion and Possible Action to approve the Conveyance of Water Facility from BBCP Kukuiula Infrastructure, LLC for Kahela Subdivision (Parcel H) No. S-2016-02; TMK: (4) 2-6-022:054, 061, 062, 063 and 064 [FKA 2-6-015:014(por.)], Koloa, Kaua'i, Hawai'i.
2. Manager's Report No. 22-60 – Discussion and Possible Action to approve a Grant of Easement agreement from BBCP Kukuiula Infrastructure, LLC for Kahela Subdivision (Parcel H) No. S-2016-02; TMK: (4) 2-6-022:061 {FKA 2-6-015:014(por.)}, Koloa, Kaua'i, Hawai'i.
3. Discussion and Possible Action on the 6-month Probationary Evaluation form for the Manager and Chief Engineer

STAFF REPORTS

1. Statement of Revenues and Expenditures
 - a. January Monthly Summary Budget
 - b. Accounts Receivable Aging Summary
2. Statement of Revenues and Expenditures
 - a. February Monthly Summary Budget
 - b. Accounts Receivable Aging Summary
3. Public Relations Activities February & March
4. Operational Activities February & March
5. Manager and Chief Engineer February & March

TOPICS FOR NEXT BOARD OF WATER SUPPLY MEETING: (April)

1. Update on recommended meter communication system
2. Proposed Budget for FY 2022-2023
3. Manager's Goals update – 1st Quarter
4. Quarterly Reports

TOPICS FOR FUTURE BOARD OF WATER SUPPLY MEETINGS:

1. Recommendation for baseyard improvements
2. Fleet Management Program

EXECUTIVE SESSION:

Pursuant to Hawai'i Revised Statutes (HRS) §92-7(a), the Board may, when deemed necessary, hold an executive session on any agenda item without written public notice if the Executive Session was not anticipated in advance. Any such executive session shall be held pursuant to HRS §92-4 and shall be limited to those items described in HRS §92-5(a).

1. Pursuant to Hawai'i Revised Statutes § 92-4 and § 92-5(a)(2), the purpose of this Executive Session is for the Board to consider the hire, evaluation, dismissal, or discipline of an officer or employee or of charges brought against the officer or employee, where consideration of

matters affecting privacy will be involved; provided that if the individual concerned requests an open meeting, an open meeting shall be held.

6-Month Probationary Job Performance Evaluation for Manager

ADJOURNMENT

WRITTEN TESTIMONY

The Board is required to afford all interested persons an opportunity to present testimony on any agenda item. The Board encourages written testimony at least two (2) business days prior to a scheduled Board meeting. At each Board meeting, the Board will accept oral and written testimony on any agenda item during the Public Testimony portion.

Please include:

1. Your name and if applicable, your position/title and organization you are representing
2. The agenda item that you are providing comments on; and
3. Whether you are a registered lobbyist and, if so, on whose behalf you are appearing.

Send written testimony to:

Board of Water Supply, County of Kaua'i
C/O Administration
4398 Pua Loke Street
Līhu'e, Hawai'i 96766

E-Mail: board@kauaiwater.org
Phone: (808) 245-5406
Fax: (808) 245-5813

Public Testimony

You do not need to register to provide oral testimony on the day of the meeting. Please note that public testimony is taken after the approval of the meeting agenda to ensure public testimony is received before any action is taken on an agenda item. The length of time allocated to present oral testimony may be limited at the discretion of the chairperson.

SPECIAL ASSISTANCE

If you need an auxiliary aid/service or other accommodation due to a disability, or an interpreter for non-English speaking persons, please call (808) 245-5406 or email board@kauaiwater.org as soon as possible. Requests made as early as possible will allow adequate time to fulfil your request. Upon request, this notice is available in alternate formats such as large print, Braille, or electronic copy.

A horizontal splash of clear blue water with bubbles, positioned behind the text.

DRAFT

MINUTES

MINUTES
BOARD OF WATER SUPPLY
Thursday, February 24, 2022

The Board of Water Supply, County of Kaua'i, met in a regular meeting **via remote and in person** in Līhu'e on Thursday, February 24, 2022. Chairperson Julie Simonton called the meeting to order at 10:20 a.m. During roll call, the following Board members were present:

BOARD:

Ms. Julie Simonton, *Chair* (in-person)
Mr. Greg Kamm, *Vice Chair* (in-person)
Mr. Lawrence Dill (remote, in-person at 11 a.m.)
Mr. Kurt Akamine (remote)

EXCUSED:

Mr. Ka`aina Hull
Mr. Troy Tanigawa

Quorum was achieved with four (4) members present at roll call.

STAFF:

Manager & Chief Engineer Joseph Tait
Private Secretary Mary-jane Akuna
Deputy County Attorney Mahealani Krafft
Computer Systems Support Technician Darrell Acob
Deputy Manager Judith Hayducsko
Waterworks Controller Marites Yano
Civil Engineer Michael Hinazumi
Info. and Education Specialist Jonell Kaohelaulii
Chief of Operations Valentino Reyna
I.T. Specialist Wayne Takabayashi
Waterworks Assistant Controller Marcelino Soliz
Pipefitter Helper Darren M. Homer
Pipefitter Ryan D. Fu
Equipment Operator II Stetson L. Raposas
Equipment Operator II Reid Samio
Lead Pipefitter Jeffrey Silva
Lead Pipefitter Michael Mack
Water Service Supervisor III Chris C. Nakamura
Water Field OPS Superintendent Virgil R.H. Kapanui

ANNOUNCEMENTS:

Next Scheduled Meeting: Thursday, March 24, 2022 – 9:30 a.m. via Tele-Conference.

APPROVAL OF AGENDA:

There are several employees that will be recognized during this meeting. Chair Simonton requested the board's entertainment to rearrange the agenda and discuss the Manager's Update recognizing the East Side crew followed by the Manager's Report No. 22-56 and Manager's Report No. 22-57 after the approval of the meeting minutes.

Board member Kamm moved to approve the agenda as rearranged by Chair Simonton, seconded by Mr. Dill; with no objections, motion was carried with 4 ayes.

APPROVAL OF MEETING MINUTES:

1. Regular Board Meeting – January 20, 2022
2. Executive Session Meeting – January 20, 2022

Board member Kamm moved to approve the minutes of the January 20, 2022, Regular Board Meeting and the executive session meeting dated January 20, 2022, seconded by Mr. Dill; with no objections, motion was carried with 4 ayes.

PUBLIC TESTIMONY:

The department received no public testimony prior to the meeting, and there were no registered speakers.

There was one (1) member of the public who joined the meeting.

STAFF REPORTS:

4. Manager and Chief Engineer (*page 38*)

Manager Tait recognized the Department of Water's Operations East Side crew for their outstanding hard work and dedication for their superior work on the job. These employees were also recognized by the community for their outstanding work. Manager Tait thanked the crew for all they do in their daily grind of callouts, and it does not go unnoticed.

- Kreig A. Medeiros, Pipefitter Helper
- Darren M. Homer, Pipefitter
- Ryan D. Fu, Pipefitter
- Stetson L. Raposas, Equipment Operator II
- Reid Samio, Equipment Operator II
- Jeffrey Silva, Lead Pipefitter
- Michael Mack, Lead Pipefitter
- Chris C. Nakamura, Water Service Supervisor III
- Virgil R.H. Kapanui, Water Field OPS Superintendent

The department held a quick lei ceremony and picture taking for the operations personnel recognized.

OLD BUSINESS:

NEW BUSINESS:

1. Manager's Report 22-56- Discussion and Adoption of Resolution No. 22-12, Employee of the Year, Darwin Bukoski, Electronics/Plant Electrical Tradesperson I, Operations Division

Chair Simonton read the resolution recognizing Mr. Bukoski.

Board member Kamm moved to approve Manager's Report No. 22-56, seconded by Mr. Dill; with no objections, motion carried with 4 ayes.

2. Manager's Report 22-57-Discussion and Adoption of Resolution No. 22-13, Employee of the Year, Terrilyn Amorin, Account Clerk, Fiscal Division

Manager Tait read the resolution recognizing Ms. Amorin.

Board member Kamm moved to approve Manager's Report No. 22-56, seconded by Mr. Dill;

with no objections, motion carried with 4 ayes.

Chair Simonton recessed the Board meeting at 10:50 a.m. to check on the audio issues.

Chair Simonton called the meeting back to order at 11:00 a.m.

Board member Dill joined the board meeting in person at 11 a.m.

3. Manager's Report 22-58 - Discussion and Possible Action on the transfer and redistribution of budgeted Water Utility funds to the Department projects in Kalaheo (Kalaheo 1111' & 1222' Water System Improvements), Kilauea (Kilauea Well Nos 1 & 2 MCC and Chlorination System) and Kekaha (Paua Valley Tank Repair) in the amount of \$2.4 million

Board member Dill questioned if the Department foresees any impact from the projects where the funds will be transferred from to provide the state match?

Mr. Hinazumi responded that there was a project, Kukuiolono Tank Demolition, budgeted at \$1.1 million that came in significantly under the budget; and the project can reallocate the approximately \$400 thousand of excess funds. A portion funds, \$1.0 million, from the Hā'ena project were reallocated from the current budget due to project delays and will be budgeted for in the future, next fiscal year. Funds from the Manoa Stream project are no longer necessary because the work was completed in-house. Also, the Makahela project is not considered an emergency at this time. Due to the environmental, historical, and cultural sensitivity of the area, the project will be required to complete a NEPA/HEPA Environmental Assessment at the minimum but could trigger an Environmental Impact Statement (EIS). The preparation and approvals for NEPA/HEPA compliance will require additional time and potentially add delay to the project about 5-7 years. The Department may be required to look at other alternatives to locate the pipeline because of the migration of the stream toward/under the existing pipeline.

Board member Dill moved to approve Manager's Report No. 22-58, seconded by Mr. Kamm; with no objections, motion carried with 4 Ayes.

4. Amended Board Meeting Dates and Time for 2022

One of the board members have a conflict on the current schedule adopted at the end of 2021 calendar year. The initial proposal was to move the board meetings to 9:00 a.m., but after discussion the board decided to move the board meeting times to 9:30 a.m.

January	Thursday, January 21	10:00 a.m.
February	Thursday, February 24	10:00 a.m.
March	Thursday, March 24	9:30 a.m.
April	Thursday, April 28	9:30 a.m.
May	Thursday, May 26	9:30 a.m.
June	Thursday, June 23	9:30 a.m.
July	Thursday, July 28	9:30 a.m.
August	Thursday, August 25	9:30 a.m.
September	Thursday, September 22	9:30 a.m.
October	Thursday, October 27	9:30 a.m.
November	Thursday, November 17	9:30 a.m.
December	Thursday, December 15	9:30 a.m.

Board member Dill moved to approve the board meeting dates to the dates proposed with the change that the meetings will start at 9:30 a.m., seconded by Mr. Kamm; with no objections, motion carried with 4 Ayes.

STAFF REPORTS:

1. Statement of Revenues and Expenditures
 - a. January Monthly Summary Budget
 - b. Accounts Receivable Aging Summary
2. Public Relations Activities
3. Operational Activities
4. Manager and Chief Engineer

Board member Dill moved to defer the staff reports to the March 24, 2022, board meeting due to the current audio issues, seconded by Mr. Kamm; with no objections, motion carried with 4 Ayes.

TOPICS FOR NEXT BOARD OF WATER SUPPLY MEETING: (March)

1. Update on recommended meter communication system

TOPICS FOR FUTURE BOARD OF WATER SUPPLY MEETINGS:

1. Manager's Report No. 17-29 - Discussion and Possible Action on the Financial Management Planning and Water Rate Study for the Department of Water for Fiscal Year 2022 through Fiscal Year 2026
2. Base Yard Master Plan Workshop
3. Proposed Budget for FY 2022-2023

EXECUTIVE SESSION:

Pursuant to Hawai'i Revised Statutes (HRS) §92-7(a), the Board may, when deemed necessary, hold an executive session on any agenda item without written public notice if the Executive Session was not anticipated in advance. Any such executive session shall be held pursuant to HRS §92-4 and shall be limited to those items described in HRS §92-5(a).

ADJOURNMENT

Board member Dill moved to adjourn the Regular Board meeting at 11:31 a.m., seconded by Mr. Kamm; with no objections, motion carried with 4 Ayes.

Respectfully submitted,

Mary-jane Akuna
Private Secretary

Approved:

Kurt Akamine
Secretary, Board of Water Supply

A horizontal splash of clear blue water with bubbles, positioned across the middle of the page. The text 'NEW BUSINESS' is overlaid on this splash, with 'NEW' above the water and 'BUSINESS' below it. Both words have a reflection effect below the water line.

NEW

BUSINESS

DEPARTMENT OF WATER

County of Kaua'i

"Water has no Substitute – Conserve It!"

MANAGER'S REPORT No. 22-59

March 24, 2022

Re: Discussion and Possible Action to approve the Conveyance of Water Facility from BBCP Kukuiula Infrastructure, LLC for Kahela Subdivision (Parcel H) No. S-2016-02; TMK: (4) 2-6-022:054, 061, 062, 063 and 064 [FKA 2-6-015:014(por.)], Koloa, Kaua'i, Hawai'i

RECOMMENDATION:

It is recommended that the Board approve the Conveyance of Water Facility (COWF) whereby BBCP Kukuiula Infrastructure, LLC transfer unto the Board of Water Supply, County of Kauai, all of its right, title and interest to the water facilities, in place complete, identified in "Exhibit A" of the subject agreement.

FUNDING: N/A.

BACKGROUND:

The Kukuiula development installed new water facilities and appurtenances in accordance with the Board of Water Supply's rules and regulation, standards and policies. The development is in the final process of attaining a certificate of completion.

OPTIONS:

Option 1: Approve the Conveyance of Water Facility agreement.

Pros: The facilities will be transferred to the Board of Water Supply, the project will move to closure and water service will be provided by the DOW.

Cons: None.

Option 2: Do not approve the Conveyance of Water Facility agreement.

Pros: None

Cons: The project will not be accepted and water service will not be provided.

Attachments: Conveyance of Water Facility – BBCP Kukuiula Infrastructure, LLC; TMK: (4) 2-6-022:054, 061, 062, 063 and 064, Koloa, Kaua'i, Hawai'i

CONVEYANCE OF WATER FACILITY
for
TMKs: (4) 2-6-022: 054, 061, 062, 063 and 064

KNOW ALL MEN BY THESE PRESENTS:

In compliance with the Rules and Regulations of the Department of Water, County of Kaua‘i, State of Hawai‘i, and in consideration of the water supply, service and maintenance hereafter to be provided by said department,

BBCP KUKUI‘ULA INFRASTRUCTURE, LLC, a Delaware limited liability company, herein called the “OWNER”, whose principal place of business is 2700 Ke Alaula Street, Suite B, Koloa, Hawaii 96756,

does hereby convey and transfer unto the **BOARD OF WATER SUPPLY, COUNTY OF KAUA‘I**, HEREIN CALLED THE “BOARD”, whose mailing address is 4398 Pua Loke Street, Lihu‘e, Kaua‘i, Hawai‘i, 96766, for: **Tax Map Key Nos. (TMK) (4) 2-6-022: 054, 061, 062, 063 and 064; District: Koloa, Kaua‘i, Hawai‘i; PROJECT NAME: Parcel H; PROJECT NO. Not Applicable; SUBDIVISION NO.: S-2016-02**, all its right, title and interest in and to:

the water facilities more particularly described in **Exhibit A** attached hereto and made a part hereof, and as shown on the map attached hereto as **Exhibit B**.

The “OWNER” covenants with the “BOARD”, its successors and assigns, that it is the lawful owner of the facilities above conveyed and that the same is free and clear of all liens and claims and that it will hold said “BOARD” free and clear of all claims against said facilities of all persons whomsoever.

The parties hereto agree that, in the event that any lot encumbered by this Conveyance is subdivided, then this Conveyance shall automatically affect and encumber only the subdivided lot or lots upon which the water facilities described in **Exhibit A** attached hereto, and as shown on the map attached hereto as **Exhibit B**, is located and the other unaffected subdivided lot or lots shall be deemed free and clear of this Conveyance for all purposes without any further action of the parties hereto.

This Conveyance may be executed in counterparts. Each counterpart shall be executed by one or more parties hereinbefore named and the several counterparts shall constitute one instrument to the same effect as though the signatures of all the parties are upon the same document.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, OWNER has executed this CONVEYANCE this _____ day of _____, 2021.

APPROVED:

Manager & Chief Engineer
Department of Water, County of Kaua'i

**APPROVED AS TO FORM
AND LEGALITY:**

Deputy County Attorney

OWNER:

**BBCP KUKUI'ULA INFRASTRUCTURE,
LLC**, a Delaware limited liability company

By: _____
Name:
Its:

ACCEPTED:

**BOARD OF WATER SUPPLY,
COUNTY OF KAUA'I**

By: _____
Its: _____

[OWNER]

STATE OF HAWAII)
) SS:
COUNTY OF KAUAI)

On this ____ day of _____, 20__, before me appeared _____,
to me known, who, being by me duly sworn, did say that he/she is the _____ of BBCP Kukui‘ula
Infrastructure, LLC, a Delaware limited liability company, and that the said instrument was signed on behalf
of said Company, and he acknowledged said instrument to be the free act and deed of said Limited Liability
Company.

Signature: _____
Name: _____
Notary Public, State of Hawaii

My commission expires: _____

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT	
Document Identification or Description: Conveyance of Water Facility for TMKs (4) 2-6-022: 054, 061, 062, 063 and 064	
<input type="checkbox"/> Doc. Date: _____ or <input type="checkbox"/> Undated at time of notarization	
No. of Pages: _____ Jurisdiction: Fifth Circuit (in which notarial act is performed)	
_____ Signature of Notary	_____ Date of Notarization and Certification Statement
_____ Printed Name of Notary	
Date of notary commission expiration: _____	(Official Stamp or Seal)

STATE OF HAWAI'I)
) ss.
COUNTY OF KAUA'I)

On this _____ day of _____, _____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that said officer is the _____ of the **COUNTY OF KAUA'I, BOARD OF WATER SUPPLY**, and that the foregoing instrument was signed on behalf of said Department, and said officer acknowledged said instrument to be the free act and deed of said Department, and that said Department has no corporate seal.

Notary Public, State of Hawai'i
Name of Notary: _____
My commission expires: _____

Exhibit A

Description of Water Facilities

EXHIBIT "A"

Description of Water Facilities

Kukui'ula Parcel H

2550	LF	8" Ductile Iron Waterline, in place complete
1	EA	1" copper ARV Assembly , complete in place
4	EA	2 1/2" cleanout, in place complete
6	EA	Fire Hydrant Assembly w/ 1 1/4" & 1 1/2" outlet complete in place
12	EA	8" Gate Valve, including C.I. Valve Box & Cover
6	EA	6" Gate Valve, including C.I. Valve Box & Cover for Fire Hydrant
5	EA	1-inch Copper Single Service lateral for 5/8-inch Water Meter, in place complete
6	EA	1-inch Copper Double Service lateral for 5/8-inch Water Meter, in place complete

Exhibit B

K:\2001\01-107.7\A\ENGINEERING\DWG\0-7 GENERAL UTILITY PLAN.dwg September 8, 2019

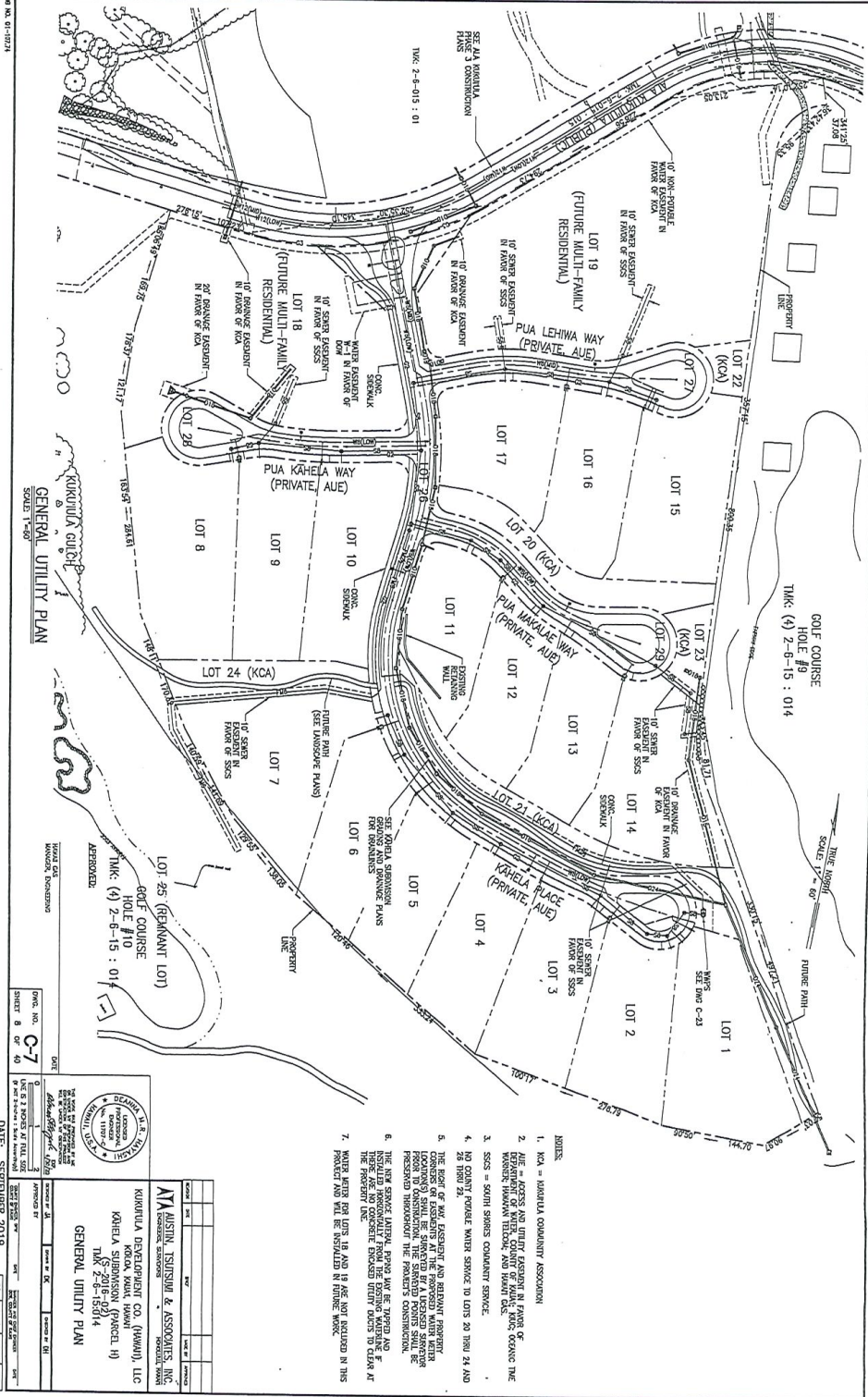


EXHIBIT B

DEPARTMENT OF WATER

County of Kaua'i

"Water has no Substitute – Conserve It!"

MANAGER'S REPORT No. 22-60

March 24, 2022

Re: Discussion and Possible Action to approve a Grant of Easement agreement from BBCP Kukuiula Infrastructure, LLC for Kahela Subdivision (Parcel H) No. S-2016-02; TMK: (4) 2-6-022:061 {FKA 2-6-015:014(por.)}, Koloa, Kaua'i, Hawai'i

RECOMMENDATION:

It is recommended that the Board approve the Grant of Easement agreement; whereby, the above landowner, grant to the Board of Water Supply, County of Kaua'i, easement "Easement AU-1" on, over and under that certain parcel of land located TMK: (4) 2-6-022:061 as specified above in Koloa, Kaua'i, Hawai'i, for the following work:

1. Reading of water meters and for the construction, installation, re-installation, maintenance, repair, and removal of potable water pipelines and related meters, valves, and other associated waterworks facility improvements and appurtenances.

Further, the GRANTEE shall indemnify and save the GRANTOR harmless from and against all damage to the GRANTOR's property and all liability for injury to or the death of persons when such damage, injury, or death is caused by the negligence of the GRANTEE, its officers, agents and employees while using the easement areas.

FUNDING: N/A.

BACKGROUND:

As part of the subject project, the above owner installed potable water pipelines and service laterals, meters, valves and other associated waterworks appurtenances. The water facilities are on private property which requires easements in favor of Department of Water for meter reading and future maintenance and repair.

OPTIONS

Option 1: Approve the Grant of Easement Agreements.

Pro: The project will be completed as designed and accepted by the Department and water service will be able to be available with a project certification completion.

Con: None.

Option 2: Do not approve the Grant of Easement Agreements.

Pro: None.

Con: The project will not be completed as designed and accepted by the Department and water service will not be able to be provided.

Attachments: Grant of Easement "Easement AU-1" – BBCP Kukuiula Infrastructure, LLC., TMK: (4) 2-6-022:061, Koloa, Kaua'i, Hawai'i

GRANT OF EASEMENT
for
TMK: (4) 2-6-022: 061
(Easement AU-1)

THIS INDENTURE is made on this ____ day of _____, 2021, by and between **BBCP KUKUI‘ULA INFRASTRUCTURE, LLC**, a Delaware limited liability company, whose principal place of business is

2700 Ke Alaula Street, Suite B
Koloa, Kauai, Hawaii 96756

(hereinafter individually or collectively “GRANTOR”) and the **BOARD OF WATER SUPPLY, COUNTY OF KAUA‘I**, whose mailing address is 4398 Pua Loke Street, Lihue, Kauai, Hawaii 96766 (hereafter “GRANTEE”);

WITNESSETH:

THAT IN CONSIDERATION of the sum of one dollar (\$1.00) paid by the GRANTEE to the GRANTOR, the receipt of which is acknowledged, and the covenants contained in this grant of easement to be performed by the GRANTEE, the GRANTOR does hereby grant, bargain, sell and convey to the GRANTEE a non-exclusive easement in perpetuity on, over, and under that certain parcel of land located generally at Koloa District, Kaua‘i, Hawaii, **Tax Map Key No. (4) 2-6-022: 061; District: Koloa, Kaua‘i, Hawai‘i; PROJECT NAME: Parcel H; SUBDIVISION NO.: S-2016-02**, being Easement AU-1, and

more particularly described in **Exhibit A**, and as shown on the map attached as **Exhibit B**, all of which exhibits are attached and incorporated by reference into this grant of easement (hereafter “easement area”).

RESERVING, HOWEVER, UNTO GRANTOR and the Kukui‘ula Community Association, a non-profit Hawaii corporation (the “**Association**”), and their tenants and licensees, the rights set forth herein, including but not limited to the right to use the easement area for any purpose in common with GRANTEE and others to whom GRANTOR or the Association grants any rights in the easement area, and to allow others to use the easement area, and the right to grant to governmental entities, any public or private utility and/or any other person or entity, additional easement rights over, under across, along, upon in and through the easement area as GRANTOR or the Association deem necessary or appropriate; provided, however, that such use or grant shall not materially interfere with the exercise of the GRANTEE’s rights under this easement. Whenever this Grant of Easement refers to “materially interfere with the exercise of GRANTEE’s rights under this easement,” any use of the easement area as of the date of this Grant of Easement and any utility lines installed as of the date of this Grant of Easement do not “materially interfere with the exercise of the GRANTEE’s rights under this easement.”

This easement is granted for the reading of water meters and for the construction, installation, re-installation, maintenance, repair, and removal of potable water pipelines and related meters, valves, and other associated waterworks facility improvements and appurtenances. The GRANTEE is further allowed the right of ingress and egress at any time to, from, and through the easement area, with or without vehicles or equipment, as the GRANTEE deems necessary for the proper operation of its water system.

TO HAVE AND TO HOLD the same unto the GRANTEE forever; provided that should the GRANTEE cease to use the easement area for the purposes described for a continuous period of two (2) calendar years, this easement shall terminate and the interest granted shall immediately and without the GRANTOR’s re-entry revert to the GRANTOR; and provided further that this easement shall terminate as to any portion of the easement area upon dedication and conveyance of such portion of the easement area to the County of Kauai. In any such an event, this easement shall cease to exist by operation of the GRANTEE’s non-use or dedication and conveyance to any governmental authority, without any necessary action on the GRANTOR’s part. Notwithstanding the foregoing, upon the request of the GRANTOR or the Association, the GRANTEE shall execute a recordable document sufficient to evidence the termination of the easement granted herein pursuant to this paragraph.

SUBJECT, HOWEVER, to that certain Second Amended and Restated Community Charter for Kukui‘ula dated August 5, 2015, recorded in the Bureau as Document No. A-56951009, as amended, restated, and supplemented, and as may be hereafter amended, restated or supplemented.

AND IN FURTHER CONSIDERATION of the rights granted to the GRANTEE the benefits accruing to the GRANTOR and the Association under this easement, the GRANTOR and GRANTEE further covenant, agree, and promise as follows:

1. That should the GRANTEE disturb in any way the ground which is the subject of the easement area, the GRANTEE shall at its own expense restore the ground to its original condition to the extent that such restoration is reasonable;
2. That the GRANTEE shall indemnify and save the GRANTOR and the Association, and their respective successors and assigns, harmless from and against all damage to the GRANTOR’s property and the easement area and all liability for injury to or the death of persons when such damage, injury, or death is caused by the negligence of the GRANTEE, its officers, agents and employees while using the easement area;

3. That the GRANTEE shall not assign its rights under this easement without the prior written consent of the GRANTOR; provided that the GRANTEE may assign its rights to a successor of the GRANTEE duly created by law;
4. That should the GRANTOR's development plans require that the easement area and/or waterworks facility improvements within, on, or under the easement area be relocated, the GRANTOR will, at the GRANTOR's own expense and pursuant to the GRANTEE's instructions and specifications, re-locate the affected easement area and waterworks facility improvements and appurtenances without interruption of the GRANTEE's services;
5. That the GRANTOR shall at no time erect any building foundation of any kind below the surface of the land which is subject of the easement area or any building or structure of any kind (other than roads, sidewalks, utility lines, curbs or similar appurtenances) on the surface of the land which is the subject of the easement area unless the GRANTOR receives the prior written consent of the GRANTEE;

Only lawn grass shall be planted within three (3) feet of all meter boxes, fire hydrants, and other waterworks facility improvements and appurtenances. No trees with aggressive root systems shall be planted within twenty (20) feet of all meter boxes, fire hydrants, and other waterworks facility improvements and appurtenances;

This Paragraph No. 5 though, shall not prevent the GRANTOR, the Association or any others to whom the GRANTOR or the Association grants any rights in the easement area from crossing over, constructing, and maintaining roadways and other utility improvements within the easement area or laying, operating, maintaining, repairing, or removing conduits and drains which do not materially interfere with the exercise of the GRANTEE's rights under this easement;

6. That the GRANTOR covenants with the GRANTEE that the GRANTOR is the lawful owner of the land which is the subject of this easement area, that the GRANTOR has good right and title to grant this easement, and that the GRANTOR will warrant and defend the same unto the GRANTEE against the claims and demands of all persons;
7. That, in the event that any lot encumbered by this Grant of Easement is subdivided, then this Grant of Easement shall automatically affect and encumber only the subdivided lot or lots upon which the easement area described in **Exhibit A** and **Exhibit B** attached hereto is located and the other unaffected subdivided lot or lots shall be deemed free and clear of this Grant of Easement for all purposes without any further action of the parties hereto; and
8. That the GRANTOR or the Association may, without the consent or joinder of GRANTEE, dedicate all or any portion of the easement area to the County of Kauai, Hawaii, or to any other local, state, or federal governmental or quasi-governmental entity, with or without payment or compensation from such transferee. In such event, GRANTOR or the Association will use good faith efforts to notify GRANTEE of such dedication.

When used within this document the terms "GRANTOR," "GRANTEE," and "Association" shall mean the singular and plural, masculine and feminine, and natural persons, trustees, corporations, partnerships, limited partnerships, sole proprietorships and other forms of business entities. The terms shall also mean each such party and their respective estates, heirs, personal representatives, successors, successors-in-trust and assigns.

IT IS FURTHER MUTUALLY AGREED that the terms of this easement shall be binding upon and inure to the benefit of all the parties to this document and the Association and that all covenants and obligations undertaken by two or more persons shall be deemed to be joint and several unless a contrary intention is clearly expressed in this document.

This Agreement may be executed in counterparts. Each counterpart shall be executed by one or more parties hereinbefore named and the several counterparts shall constitute one instrument to the same effect as though the signatures of all the parties are upon the same document.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first written above.

APPROVED:

**BBCP KUKUI‘ULA INFRASTRUCTURE,
LLC, a Delaware limited liability company**

Manager & Chief Engineer
Department of Water, County of Kaua‘i

By: _____
Name:
Its:

GRANTOR

**APPROVAL AS TO FORM
AND LEGALITY**

ACCEPTED:

**BOARD OF WATER SUPPLY,
COUNTY OF KAUA‘I**

Deputy County Attorney

By: _____
Its: _____

GRANTEE

[GRANTOR]

STATE OF HAWAI'I)
)
COUNTY OF KAUA'I) ss.

On this _____ day of _____, 20____, before me appeared _____, to me known, who, being by me duly sworn, did say that he/she is the _____ of BBCP Kukui'ula Infrastructure, LLC, a Delaware limited liability company, and that the said instrument was signed on behalf of said Company, and he acknowledged said instrument to be the free act and deed of said Limited Liability Company.

Print Name: _____
Notary Public, State of Hawaii
My commission expires: _____

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Grant of Easement for
TMK: (4) 2-6-022: 061 (Easement AU-1)

Doc. Date: _____ or Undated at time of notarization.

No. of Pages: _____ Jurisdiction: Fifth Circuit
(in which notarial act is performed)

Signature of Notary Date of Notarization and
Certification Statement

Printed Name of Notary
Date of notary commission expiration: _____ (Official Stamp or Seal)

STATE OF HAWAI'I)
)
COUNTY OF KAUA'I) ss.

On this ____ day of _____, 20__, before me appeared _____, to me personally known, who, being by me duly sworn, did say that said officer is the _____ of the **COUNTY OF KAUA'I, BOARD OF WATER SUPPLY**, and that the foregoing instrument was signed on behalf of said Department and said officer acknowledged said instrument to be the free act and deed of said Department and the said Department has no seal.

Notary Public, State of Hawaii

Name of Notary: _____

My commission expires: _____

Exhibit A

KUKUI'ULA PARCEL H SUBDIVISION

**EASEMENT AU-1
FOR ACCESS AND UTILITY PURPOSES**

Affecting all of Lot 26 of Kukui'ula Parcel H Subdivision, being also a portion of Royal Patent 6714, Land Commission Award 7714-B, Apana 2 to M. Kekuaiwa no M. Kekuanaoa.

Situate at Kōloa (Makai), Kōloa, Kona, Kauai, Hawaii.

Beginning at the Northeast corner of this parcel of land, being also the Northwest corner of Lot 19 of Kukui'ula Parcel H Subdivision, along the South side of Lot 15 (Ala Kukui'ula) of Kukui'ula Large-Lot Subdivision III, the coordinates of said point of beginning referred to Government Survey Triangulation Station "WAHIAWA" being 7,545.64 feet South and 14,008.57 feet East thence running by azimuths measured clockwise from true South:

1. 23° 36' 132.75 feet along Lot 19 of Kukui'ula Parcel H Subdivision;

2. 338° 36' 141.98 feet along Lot 19 and Roadway Lot 27 (Pua Lehiwa Way) of Kukui'ula Parcel H Subdivision;

Thence along Roadway Lot 27 (Pua Lehiwa Way), Lots 17 and 20, and Roadway Lot 29 (Pua Makalae Way) of Kukui'ula Parcel H Subdivision, on a curve to the right with a radius of 422.00 feet, the chord azimuth and distance being:

3. 352° 33' 203.47 feet;

4. 6° 30' 96.02 feet along Roadway Lot 29 (Pua Makalae Way) and Lot 11 of Kukui'ula Parcel H Subdivision;

Thence along Lots 11 and 21 of Kukui'ula Parcel H Subdivision, on a curve to the left with a radius of 253.00 feet, the chord azimuth and distance being:



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WAILUKU, MAUI, HAWAII 96793

100 PAUAAHI STREET, SUITE 207
HILO, HAWAII 96720

5. 327° 50' 316.14 feet;
6. 289° 10' 66.00 feet along Lot 21 of Kukui'ula Parcel H Subdivision;
- Thence along same on a curve to the left with a radius of 978.00 feet, the chord azimuth and distance being:
7. 286° 28' 36" 91.80 feet;
- Thence along same on a curve to the left with a radius of 100.00 feet, the chord azimuth and distance being:
8. 271° 41' 36" 41.90 feet;
9. 259° 36' 56.52 feet along same;
- Thence along same on a curve to the right with a radius of 52.00 feet, the chord azimuth and distance being:
10. 315° 54' 86.52 feet;
- Thence along Lot 1 of Kukui'ula Parcel H Subdivision, on a curve to the right with a radius of 52.00 feet, the chord azimuth and distance being:
11. 29° 51' 45" 31.55 feet;
- Thence along Lot 2 of Kukui'ula Parcel H Subdivision, on a curve to the right with a radius of 52.00 feet, the chord azimuth and distance being:
12. 82° 42' 59.91 feet;
13. 117° 52' 30" 77.76 feet along Lots 2 and 3 of Kukui'ula Parcel H Subdivision;

-2-



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Thence along Lot 3 of
Kukui'ula Parcel H
Subdivision, on a curve to the
left with a radius of 100.00
feet, the chord azimuth and
distance being:

14. 110° 47' 41.5" 24.65 feet;

Thence along Lots 3 and 4 of
Kukui'ula Parcel H
Subdivision, on a curve to the
right with a radius of 1022.00
feet, the chord azimuth and
distance being:

15. 106° 26' 26.5" 97.21 feet;

16. 109° 10' 66.00 feet along Lots 4 and 5 of
Kukui'ula Parcel H
Subdivision;

Thence along Lots 5, 6, 7, 24,
and 10 of Kukui'ula Parcel H
Subdivision, on a curve to the
right with a radius of 297.00
feet, the chord azimuth and
distance being:

17. 147° 50' 371.12 feet;

18. 186° 30' 96.02 feet along Lot 10 of Kukui'ula
Parcel H Subdivision;

Thence along Lots 10, Roadway
Lot 28 (Pua Kāhela Way), and
Lot 18 of Kukui'ula Parcel H
Subdivision, on a curve to the
left with a radius of 378.00
feet, the chord azimuth and
distance being:

19. 172° 33' 182.25 feet;

20. 158° 36' 121.84 feet along Lot 18 of Kukui'ula
Parcel H Subdivision;

21. 122° 37' 136.49 feet along same;

-3-



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Thence along Roadway Lot Y (Ala Kukui'ula) of Kukui'ula Parcel A Subdivision, Phase I, and Roadway Lot 15 (Ala Kukui'ula) of Kukui'ula Large-Lot Subdivision III, on a curve to the left with a radius of 430.00 feet, the chord azimuth and distance being:

22. 247° 39' 50" 218.09 feet to the point of beginning and containing an area of 65,643 square feet.



AUSTIN, TSUTSUMI & ASSOCIATES, INC.

Description Prepared By:

A handwritten signature in black ink, appearing to read "Erik S. Kaneshiro".

ERIK S. KANESHIRO
Licensed Professional Land Surveyor
Certificate No. 9826

Honolulu, Hawaii
December 3, 2021

TMK: (4) 2-6-022: 061
X:\BYNAME\Kukuiula\Parcel H\Descriptions\PARCEL H - EASEMENT AU-1.docx



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WAILUKU, MAUI, HAWAII 96793

100 PAUAAHI STREET, SUITE 213
HILO, HAWAII 96720

GRANT OF EASEMENT
for
TMK: (4) 2-6-022: 062
(Easement AU-2)

THIS INDENTURE is made on this ____ day of _____, 2021, by and between **BBCP KUKUI‘ULA INFRASTRUCTURE, LLC**, a Delaware limited liability company, whose principal place of business is

2700 Ke Alaula Street, Suite B
Koloa, Kauai, Hawaii 96756

(hereinafter individually or collectively “GRANTOR”) and the **BOARD OF WATER SUPPLY, COUNTY OF KAUA‘I**, whose mailing address is 4398 Pua Loke Street, Lihue, Kauai, Hawaii 96766 (hereafter “GRANTEE”);

WITNESSETH:

THAT IN CONSIDERATION of the sum of one dollar (\$1.00) paid by the GRANTEE to the GRANTOR, the receipt of which is acknowledged, and the covenants contained in this grant of easement to be performed by the GRANTEE, the GRANTOR does hereby grant, bargain, sell and convey to the GRANTEE a non-exclusive easement in perpetuity on, over, and under that certain parcel of land located generally at Koloa District, Kaua‘i, Hawaii, **Tax Map Key No. (4) 2-6-022: 062; District: Koloa, Kaua‘i, Hawai‘i; PROJECT NAME: Parcel H; SUBDIVISION NO.: S-2016-02**, being Easement AU-2, and

more particularly described in **Exhibit A**, and as shown on the map attached as **Exhibit B**, all of which exhibits are attached and incorporated by reference into this grant of easement (hereafter “easement area”).

RESERVING, HOWEVER, UNTO GRANTOR and the Kukui‘ula Community Association, a non-profit Hawaii corporation (the “**Association**”), and their tenants and licensees, the rights set forth herein, including but not limited to the right to use the easement area for any purpose in common with GRANTEE and others to whom GRANTOR or the Association grants any rights in the easement area, and to allow others to use the easement area, and the right to grant to governmental entities, any public or private utility and/or any other person or entity, additional easement rights over, under across, along, upon in and through the easement area as GRANTOR or the Association deem necessary or appropriate; provided, however, that such use or grant shall not materially interfere with the exercise of the GRANTEE’s rights under this easement. Whenever this Grant of Easement refers to “materially interfere with the exercise of GRANTEE’s rights under this easement,” any use of the easement area as of the date of this Grant of Easement and any utility lines installed as of the date of this Grant of Easement do not “materially interfere with the exercise of the GRANTEE’s rights under this easement.”

This easement is granted for the reading of water meters and for the construction, installation, re-installation, maintenance, repair, and removal of potable water pipelines and related meters, valves, and other associated waterworks facility improvements and appurtenances. The GRANTEE is further allowed the right of ingress and egress at any time to, from, and through the easement area, with or without vehicles or equipment, as the GRANTEE deems necessary for the proper operation of its water system.

TO HAVE AND TO HOLD the same unto the GRANTEE forever; provided that should the GRANTEE cease to use the easement area for the purposes described for a continuous period of two (2) calendar years, this easement shall terminate and the interest granted shall immediately and without the GRANTOR’s re-entry revert to the GRANTOR; and provided further that this easement shall terminate as to any portion of the easement area upon dedication and conveyance of such portion of the easement area to the County of Kauai. In any such an event, this easement shall cease to exist by operation of the GRANTEE’s non-use or dedication and conveyance to any governmental authority, without any necessary action on the GRANTOR’s part. Notwithstanding the foregoing, upon the request of the GRANTOR or the Association, the GRANTEE shall execute a recordable document sufficient to evidence the termination of the easement granted herein pursuant to this paragraph.

SUBJECT, HOWEVER, to that certain Second Amended and Restated Community Charter for Kukui‘ula dated August 5, 2015, recorded in the Bureau as Document No. A-56951009, as amended, restated, and supplemented, and as may be hereafter amended, restated or supplemented.

AND IN FURTHER CONSIDERATION of the rights granted to the GRANTEE the benefits accruing to the GRANTOR and the Association under this easement, the GRANTOR and GRANTEE further covenant, agree, and promise as follows:

1. That should the GRANTEE disturb in any way the ground which is the subject of the easement area, the GRANTEE shall at its own expense restore the ground to its original condition to the extent that such restoration is reasonable;
2. That the GRANTEE shall indemnify and save the GRANTOR and the Association, and their respective successors and assigns, harmless from and against all damage to the GRANTOR’s property and the easement area and all liability for injury to or the death of persons when such damage, injury, or death is caused by the negligence of the GRANTEE, its officers, agents and employees while using the easement area;

3. That the GRANTEE shall not assign its rights under this easement without the prior written consent of the GRANTOR; provided that the GRANTEE may assign its rights to a successor of the GRANTEE duly created by law;
4. That should the GRANTOR's development plans require that the easement area and/or waterworks facility improvements within, on, or under the easement area be relocated, the GRANTOR will, at the GRANTOR's own expense and pursuant to the GRANTEE's instructions and specifications, re-locate the affected easement area and waterworks facility improvements and appurtenances without interruption of the GRANTEE's services;
5. That the GRANTOR shall at no time erect any building foundation of any kind below the surface of the land which is subject of the easement area or any building or structure of any kind (other than roads, sidewalks, utility lines, curbs or similar appurtenances) on the surface of the land which is the subject of the easement area unless the GRANTOR receives the prior written consent of the GRANTEE;

Only lawn grass shall be planted within three (3) feet of all meter boxes, fire hydrants, and other waterworks facility improvements and appurtenances. No trees with aggressive root systems shall be planted within twenty (20) feet of all meter boxes, fire hydrants, and other waterworks facility improvements and appurtenances;

This Paragraph No. 5 though, shall not prevent the GRANTOR, the Association or any others to whom the GRANTOR or the Association grants any rights in the easement area from crossing over, constructing, and maintaining roadways and other utility improvements within the easement area or laying, operating, maintaining, repairing, or removing conduits and drains which do not materially interfere with the exercise of the GRANTEE's rights under this easement;

6. That the GRANTOR covenants with the GRANTEE that the GRANTOR is the lawful owner of the land which is the subject of this easement area, that the GRANTOR has good right and title to grant this easement, and that the GRANTOR will warrant and defend the same unto the GRANTEE against the claims and demands of all persons;
7. That, in the event that any lot encumbered by this Grant of Easement is subdivided, then this Grant of Easement shall automatically affect and encumber only the subdivided lot or lots upon which the easement area described in **Exhibit A** and **Exhibit B** attached hereto is located and the other unaffected subdivided lot or lots shall be deemed free and clear of this Grant of Easement for all purposes without any further action of the parties hereto; and
8. That the GRANTOR or the Association may, without the consent or joinder of GRANTEE, dedicate all or any portion of the easement area to the County of Kauai, Hawaii, or to any other local, state, or federal governmental or quasi-governmental entity, with or without payment or compensation from such transferee. In such event, GRANTOR or the Association will use good faith efforts to notify GRANTEE of such dedication.

When used within this document the terms "GRANTOR," "GRANTEE," and "Association" shall mean the singular and plural, masculine and feminine, and natural persons, trustees, corporations, partnerships, limited partnerships, sole proprietorships and other forms of business entities. The terms shall also mean each such party and their respective estates, heirs, personal representatives, successors, successors-in-trust and assigns.

IT IS FURTHER MUTUALLY AGREED that the terms of this easement shall be binding upon and inure to the benefit of all the parties to this document and the Association and that all covenants and obligations undertaken by two or more persons shall be deemed to be joint and several unless a contrary intention is clearly expressed in this document.

This Agreement may be executed in counterparts. Each counterpart shall be executed by one or more parties hereinbefore named and the several counterparts shall constitute one instrument to the same effect as though the signatures of all the parties are upon the same document.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first written above.

APPROVED:

**BBCP KUKUI‘ULA INFRASTRUCTURE,
LLC, a Delaware limited liability company**

Manager & Chief Engineer
Department of Water, County of Kaua‘i

By: _____
Name:
Its:

GRANTOR

**APPROVAL AS TO FORM
AND LEGALITY**

ACCEPTED:

**BOARD OF WATER SUPPLY,
COUNTY OF KAUA‘I**

Deputy County Attorney

By: _____
Its: _____

GRANTEE

[GRANTOR]

STATE OF HAWAI'I)
)
COUNTY OF KAUA'I) ss.

On this _____ day of _____, 20____, before me appeared _____, to me known, who, being by me duly sworn, did say that he/she is the _____ of BBCP Kukui'ula Infrastructure, LLC, a Delaware limited liability company, and that the said instrument was signed on behalf of said Company, and he acknowledged said instrument to be the free act and deed of said Limited Liability Company.

Print Name: _____
Notary Public, State of Hawaii
My commission expires: _____

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Grant of Easement for
TMK: (4) 2-6-022: 062 (Easement AU-2)

Doc. Date: _____ or Undated at time of notarization.

No. of Pages: _____ Jurisdiction: Fifth Circuit
(in which notarial act is performed)

Signature of Notary Date of Notarization and
Certification Statement

Printed Name of Notary
Date of notary commission expiration: _____ (Official Stamp or Seal)

STATE OF HAWAI'I)
)
COUNTY OF KAUA'I) ss.

On this ____ day of _____, 20__, before me appeared _____, to me personally known, who, being by me duly sworn, did say that said officer is the _____ of the **COUNTY OF KAUA'I, BOARD OF WATER SUPPLY**, and that the foregoing instrument was signed on behalf of said Department and said officer acknowledged said instrument to be the free act and deed of said Department and the said Department has no seal.

Notary Public, State of Hawaii

Name of Notary: _____

My commission expires: _____

Exhibit A

KUKUI'ULA PARCEL H SUBDIVISION

**EASEMENT AU-2
FOR ACCESS AND UTILITY PURPOSES**

Affecting all of Lot 27 of Kukui'ula Parcel H Subdivision, being also a portion of Royal Patent 6714, Land Commission Award 7714-B, Apana 2 to M. Kekuaiwa no M. Kekuanaoa.

Situate at Kōloa (Makai), Kōloa, Kona, Kauai, Hawaii.

Beginning at the Northwest corner of this parcel of land, being also the Southwest corner of Lot 19 of Kukui'ula Parcel H Subdivision, along the East side of Roadway Lot 26 (Kāhela Place) of Kukui'ula Parcel H Subdivision, the coordinates of said point of beginning referred to Government Survey Triangulation Station "WAHIAWA" being 7,736.94 feet South and 13,982.72 feet East thence running by azimuths measured clockwise from true South:

Along Lot 19 of Kukui'ula Parcel H Subdivision, on a curve to the left with a radius of 20.00 feet, the chord azimuth and distance being:

- 1. 293° 36' 28.28 feet;
- 2. 248° 36' 33.33 feet along same;

Thence along same on a curve to the right with a radius of 302.00 feet, the chord azimuth and distance being:

- 3. 258° 43' 106.09 feet;
- 4. 268° 50' 65.23 feet along same;

Thence along same on a curve to the left with a radius of 100.00 feet, the chord azimuth and distance being:

- 5. 255° 21' 46.63 feet;
- 6. 241° 52' 62.30 feet along same;



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CIVIL ENGINEERS • SURVEYORS

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WAILUKU, MAUI, HAWAII 96793

100 PAUHAH STREET, SUITE 207
HILO, HAWAII 96720

Thence along same on a curve to the right with a radius of 52.00 feet, the chord azimuth and distance being:

7. 268° 20' 43" 41.43 feet;

Thence along Lot 22 of Kukui'ula Parcel H Subdivision, on a curve to the right with a radius of 52.00 feet, the chord azimuth and distance being:

8. 329° 30' 23" 67.79 feet;

Thence along Lot 15 of Kukui'ula Parcel H Subdivision, on a curve to the right with a radius of 52.00 feet, the chord azimuth and distance being:

9. 55° 09' 40" 73.50 feet;

10. 100° 08' 43.86 feet along Lots 15 and 16 of Kukui'ula Parcel H Subdivision;

Thence along Lot 16 of Kukui'ula Parcel H Subdivision, on a curve to the left with a radius of 290.00 feet, the chord azimuth and distance being:

11. 94° 29' 57.10 feet;

12. 88° 50' 79.66 feet along Lots 16 and 17 of Kukui'ula Parcel H Subdivision;

Thence along Lot 17 of Kukui'ula Parcel H Subdivision, on a curve to the left with a radius of 258.00 feet, the chord azimuth and distance being:

13. 78° 43' 90.64 feet;

-2-



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14. 68° 36' 33.65 feet along same;

Thence along same on a curve to the left with a radius of 20.00 feet, the chord azimuth and distance being:

15. 24° 41' 29" 27.74 feet;

Thence along Roadway Lot 26 (Kāhela Place) of Kukui'ula Parcel H Subdivision, on a curve to the left with a radius of 422.00 feet, the chord azimuth and distance being:

16. 159° 41' 29" 16.08 feet;

17. 158° 36' 67.17 feet along same to the point of beginning and containing an area of 22,703 square feet.



AUSTIN, TSUTSUMI & ASSOCIATES, INC.

Description Prepared By:

A handwritten signature in black ink, appearing to read "Erik S. Kaneshiro".

ERIK S. KANESHIRO

Licensed Professional Land Surveyor
Certificate No. 9826

Honolulu, Hawaii
December 3, 2021

TMK: (4) 2-6-022: 062
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-3-



501 SUMNER STREET, SUITE 521
HONOLULU, HAWAII 96817-5031

AUSTIN, TSUTSUMI & ASSOCIATES, INC.

CIVIL ENGINEERS • SURVEYORS

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WAILUKU, MAUI, HAWAII 96793

100 PAUHAH STREET, SUITE 213
HILO, HAWAII 96720

GRANT OF EASEMENT
for
TMK: (4) 2-6-022: 063
(Easement AU-3)

THIS INDENTURE is made on this ____ day of _____, 2021, by and between **BBCP KUKUI‘ULA INFRASTRUCTURE, LLC**, a Delaware limited liability company, whose principal place of business is

2700 Ke Alaula Street, Suite B
Koloa, Kauai, Hawaii 96756

(hereinafter individually or collectively “GRANTOR”) and the **BOARD OF WATER SUPPLY, COUNTY OF KAUA‘I**, whose mailing address is 4398 Pua Loke Street, Lihue, Kauai, Hawaii 96766 (hereafter “GRANTEE”);

WITNESSETH:

THAT IN CONSIDERATION of the sum of one dollar (\$1.00) paid by the GRANTEE to the GRANTOR, the receipt of which is acknowledged, and the covenants contained in this grant of easement to be performed by the GRANTEE, the GRANTOR does hereby grant, bargain, sell and convey to the GRANTEE a non-exclusive easement in perpetuity on, over, and under that certain parcel of land located generally at Koloa District, Kaua‘i, Hawaii, **Tax Map Key No. (4) 2-6-022: 063; District: Koloa, Kaua‘i, Hawai‘i; PROJECT NAME: Parcel H; SUBDIVISION NO.: S-2016-02**, being Easement AU-3, and

more particularly described in **Exhibit A**, and as shown on the map attached as **Exhibit B**, all of which exhibits are attached and incorporated by reference into this grant of easement (hereafter “easement area”).

RESERVING, HOWEVER, UNTO GRANTOR and the Kukui‘ula Community Association, a non-profit Hawaii corporation (the “**Association**”), and their tenants and licensees, the rights set forth herein, including but not limited to the right to use the easement area for any purpose in common with GRANTEE and others to whom GRANTOR or the Association grants any rights in the easement area, and to allow others to use the easement area, and the right to grant to governmental entities, any public or private utility and/or any other person or entity, additional easement rights over, under across, along, upon in and through the easement area as GRANTOR or the Association deem necessary or appropriate; provided, however, that such use or grant shall not materially interfere with the exercise of the GRANTEE’s rights under this easement. Whenever this Grant of Easement refers to “materially interfere with the exercise of GRANTEE’s rights under this easement,” any use of the easement area as of the date of this Grant of Easement and any utility lines installed as of the date of this Grant of Easement do not “materially interfere with the exercise of the GRANTEE’s rights under this easement.”

This easement is granted for the reading of water meters and for the construction, installation, re-installation, maintenance, repair, and removal of potable water pipelines and related meters, valves, and other associated waterworks facility improvements and appurtenances. The GRANTEE is further allowed the right of ingress and egress at any time to, from, and through the easement area, with or without vehicles or equipment, as the GRANTEE deems necessary for the proper operation of its water system.

TO HAVE AND TO HOLD the same unto the GRANTEE forever; provided that should the GRANTEE cease to use the easement area for the purposes described for a continuous period of two (2) calendar years, this easement shall terminate and the interest granted shall immediately and without the GRANTOR’s re-entry revert to the GRANTOR; and provided further that this easement shall terminate as to any portion of the easement area upon dedication and conveyance of such portion of the easement area to the County of Kauai. In any such an event, this easement shall cease to exist by operation of the GRANTEE’s non-use or dedication and conveyance to any governmental authority, without any necessary action on the GRANTOR’s part. Notwithstanding the foregoing, upon the request of the GRANTOR or the Association, the GRANTEE shall execute a recordable document sufficient to evidence the termination of the easement granted herein pursuant to this paragraph.

SUBJECT, HOWEVER, to that certain Second Amended and Restated Community Charter for Kukui‘ula dated August 5, 2015, recorded in the Bureau as Document No. A-56951009, as amended, restated, and supplemented, and as may be hereafter amended, restated or supplemented.

AND IN FURTHER CONSIDERATION of the rights granted to the GRANTEE the benefits accruing to the GRANTOR and the Association under this easement, the GRANTOR and GRANTEE further covenant, agree, and promise as follows:

1. That should the GRANTEE disturb in any way the ground which is the subject of the easement area, the GRANTEE shall at its own expense restore the ground to its original condition to the extent that such restoration is reasonable;
2. That the GRANTEE shall indemnify and save the GRANTOR and the Association, and their respective successors and assigns, harmless from and against all damage to the GRANTOR’s property and the easement area and all liability for injury to or the death of persons when such damage, injury, or death is caused by the negligence of the GRANTEE, its officers, agents and employees while using the easement area;

3. That the GRANTEE shall not assign its rights under this easement without the prior written consent of the GRANTOR; provided that the GRANTEE may assign its rights to a successor of the GRANTEE duly created by law;
4. That should the GRANTOR's development plans require that the easement area and/or waterworks facility improvements within, on, or under the easement area be relocated, the GRANTOR will, at the GRANTOR's own expense and pursuant to the GRANTEE's instructions and specifications, re-locate the affected easement area and waterworks facility improvements and appurtenances without interruption of the GRANTEE's services;
5. That the GRANTOR shall at no time erect any building foundation of any kind below the surface of the land which is subject of the easement area or any building or structure of any kind (other than roads, sidewalks, utility lines, curbs or similar appurtenances) on the surface of the land which is the subject of the easement area unless the GRANTOR receives the prior written consent of the GRANTEE;

Only lawn grass shall be planted within three (3) feet of all meter boxes, fire hydrants, and other waterworks facility improvements and appurtenances. No trees with aggressive root systems shall be planted within twenty (20) feet of all meter boxes, fire hydrants, and other waterworks facility improvements and appurtenances;

This Paragraph No. 5 though, shall not prevent the GRANTOR, the Association or any others to whom the GRANTOR or the Association grants any rights in the easement area from crossing over, constructing, and maintaining roadways and other utility improvements within the easement area or laying, operating, maintaining, repairing, or removing conduits and drains which do not materially interfere with the exercise of the GRANTEE's rights under this easement;

6. That the GRANTOR covenants with the GRANTEE that the GRANTOR is the lawful owner of the land which is the subject of this easement area, that the GRANTOR has good right and title to grant this easement, and that the GRANTOR will warrant and defend the same unto the GRANTEE against the claims and demands of all persons;
7. That, in the event that any lot encumbered by this Grant of Easement is subdivided, then this Grant of Easement shall automatically affect and encumber only the subdivided lot or lots upon which the easement area described in **Exhibit A** and **Exhibit B** attached hereto is located and the other unaffected subdivided lot or lots shall be deemed free and clear of this Grant of Easement for all purposes without any further action of the parties hereto; and
8. That the GRANTOR or the Association may, without the consent or joinder of GRANTEE, dedicate all or any portion of the easement area to the County of Kauai, Hawaii, or to any other local, state, or federal governmental or quasi-governmental entity, with or without payment or compensation from such transferee. In such event, GRANTOR or the Association will use good faith efforts to notify GRANTEE of such dedication.

When used within this document the terms "GRANTOR," "GRANTEE," and "Association" shall mean the singular and plural, masculine and feminine, and natural persons, trustees, corporations, partnerships, limited partnerships, sole proprietorships and other forms of business entities. The terms shall also mean each such party and their respective estates, heirs, personal representatives, successors, successors-in-trust and assigns.

IT IS FURTHER MUTUALLY AGREED that the terms of this easement shall be binding upon and inure to the benefit of all the parties to this document and the Association and that all covenants and obligations undertaken by two or more persons shall be deemed to be joint and several unless a contrary intention is clearly expressed in this document.

This Agreement may be executed in counterparts. Each counterpart shall be executed by one or more parties hereinbefore named and the several counterparts shall constitute one instrument to the same effect as though the signatures of all the parties are upon the same document.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first written above.

APPROVED:

**BBCP KUKUI‘ULA INFRASTRUCTURE,
LLC, a Delaware limited liability company**

Manager & Chief Engineer
Department of Water, County of Kaua‘i

By: _____
Name:
Its:

GRANTOR

**APPROVAL AS TO FORM
AND LEGALITY**

ACCEPTED:

**BOARD OF WATER SUPPLY,
COUNTY OF KAUA‘I**

Deputy County Attorney

By: _____
Its: _____

GRANTEE

[GRANTOR]

STATE OF HAWAI'I)
)
COUNTY OF KAUA'I) ss.

On this _____ day of _____, 20____, before me appeared _____, to me known, who, being by me duly sworn, did say that he/she is the _____ of BBCP Kukui'ula Infrastructure, LLC, a Delaware limited liability company, and that the said instrument was signed on behalf of said Company, and he acknowledged said instrument to be the free act and deed of said Limited Liability Company.

Print Name: _____
Notary Public, State of Hawaii
My commission expires: _____

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Grant of Easement for
TMK: (4) 2-6-022: 063 (Easement AU-3)

Doc. Date: _____ or Undated at time of notarization.

No. of Pages: _____ Jurisdiction: Fifth Circuit
(in which notarial act is performed)

Signature of Notary Date of Notarization and
Certification Statement

Printed Name of Notary
Date of notary commission expiration: _____ (Official Stamp or Seal)

STATE OF HAWAI'I)
)
COUNTY OF KAUA'I) ss.

On this ____ day of _____, 20__, before me appeared _____, to me personally known, who, being by me duly sworn, did say that said officer is the _____ of the **COUNTY OF KAUA'I, BOARD OF WATER SUPPLY**, and that the foregoing instrument was signed on behalf of said Department and said officer acknowledged said instrument to be the free act and deed of said Department and the said Department has no seal.

Notary Public, State of Hawaii

Name of Notary: _____

My commission expires: _____

Exhibit A

KUKUI'ULA PARCEL H SUBDIVISION

**EASEMENT AU-3
FOR ACCESS AND UTILITY PURPOSES**

Affecting all of Lot 28 of Kukui'ula Parcel H Subdivision, being also a portion of Royal Patent 6714, Land Commission Award 7714-B, Apana 2 to M. Kekuaiwa no M. Kekuanaoa.

Situate at Kōloa (Makai), Kōloa, Kona, Kauai, Hawaii.

Beginning at the Southeast corner of this parcel of land, being also the Northeast corner of Lot 10 of Kukui'ula Parcel H Subdivision, along the West side of Roadway Lot 26 (Kāhela Place) of Kukui'ula Parcel H Subdivision, the coordinates of said point of beginning referred to Government Survey Triangulation Station "WAHIAWA" being 7,921.99 feet South and 13,991.00 feet East thence running by azimuths measured clockwise from true South:

Along Lot 10 of Kukui'ula Parcel H Subdivision, on a curve to the left with a radius of 20.00 feet, the chord azimuth and distance being:

1. 126° 51' 12" 29.90 feet;
2. 78° 29' 65.78 feet along same;

Thence along Lots 10 and 9 of Kukui'ula Parcel H Subdivision, on a curve to the right with a radius of 622.00 feet, the chord azimuth and distance being:

3. 83° 08' 45.5" 101.12 feet;

Thence along Lot 9 of Kukui'ula Parcel H Subdivision on a curve to the left with a radius of 100.00 feet, the chord azimuth and distance being:

4. 78° 45' 15.5" 31.47 feet;



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WAILUKU, MAUI, HAWAII 96793

100 PAUAAHI STREET, SUITE 207
HILO, HAWAII 96720

5. 69° 42' 66.26 feet along Lots 9 and 8 of
Kukui'ula Parcel H
Subdivision;

Thence along Lot 8 of
Kukui'ula Parcel H
Subdivision, on a curve to the
right with a radius of 52.00
feet, the chord azimuth and
distance being:

6. 112° 24' 30" 70.54 feet;

Thence along Lot 18 of
Kukui'ula Parcel H
Subdivision, on a curve to the
right with a radius of 52.00
feet, the chord azimuth and
distance being:

7. 221° 32' 30" 95.32 feet;

8. 287° 58' 65.44 feet along same;

Thence along same, on a curve
to the left with a radius of
100.00 feet, the chord azimuth
and distance being:

9. 277° 40' 21.5" 35.74 feet;

Thence along same on a curve
to the left with a radius of
578.00 feet, the chord azimuth
and distance being:

10. 262° 55' 51.5" 89.65 feet;

11. 258° 29' 65.79 feet along same;

Thence along same on a curve
to the left with a radius of
20.00 feet, the chord azimuth
and distance being:

12. 210° 06' 58" 29.90 feet;

-2-



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HILO, HAWAII 96720

Thence along Roadway Lot 26 (Kāhela Place) of Kukui'ula Parcel H Subdivision, on a curve to the right with a radius of 378.00 feet, the chord azimuth and distance being:

13. 348° 29' 10" 88.69 feet to the point of beginning and containing an area of 20,627 square feet.



AUSTIN, TSUTSUMI & ASSOCIATES, INC.

Description Prepared By:

A handwritten signature in black ink, appearing to read "Erik S. Kaneshiro".

ERIK S. KANESHIRO
Licensed Professional Land Surveyor
Certificate No. 9826

Honolulu, Hawaii
December 3, 2021

TMK: (4) 2-6-022: 063
X:\BYNAME\Kukuiula\Parcel H\Descriptions\PARCEL H - EASEMENT AU-3.docx



AUSTIN, TSUTSUMI & ASSOCIATES, INC.

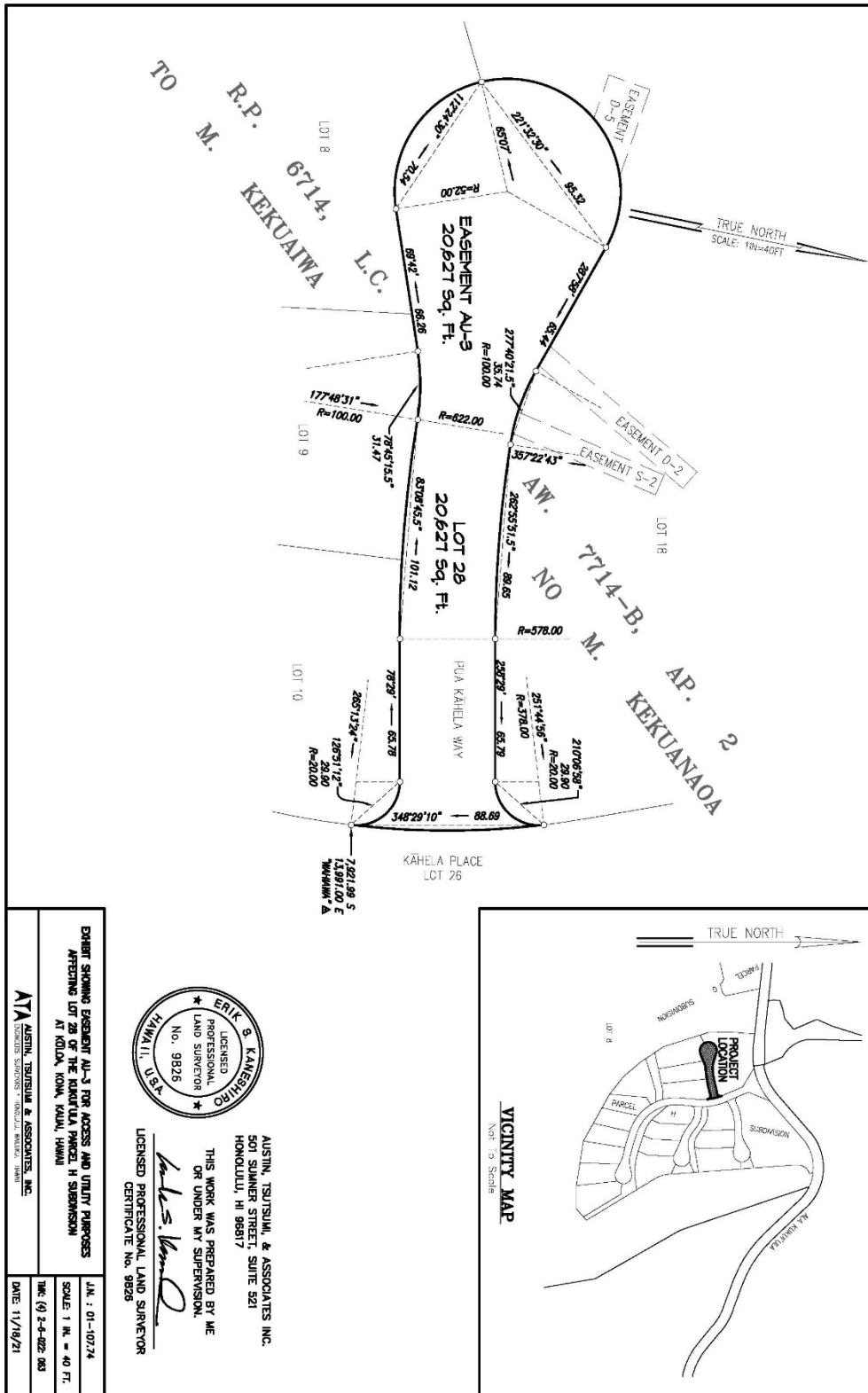
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HILO, HAWAII 96720

Exhibit B



GRANT OF EASEMENT
for
TMK: (4) 2-6-022: 064
(Easement AU-4)

THIS INDENTURE is made on this ____ day of _____, 2021, by and between **BBCP KUKUI‘ULA INFRASTRUCTURE, LLC**, a Delaware limited liability company, whose principal place of business is

2700 Ke Alaula Street, Suite B
Koloa, Kauai, Hawaii 96756

(hereinafter individually or collectively “GRANTOR”) and the **BOARD OF WATER SUPPLY, COUNTY OF KAUA‘I**, whose mailing address is 4398 Pua Loke Street, Lihue, Kauai, Hawaii 96766 (hereafter “GRANTEE”);

WITNESSETH:

THAT IN CONSIDERATION of the sum of one dollar (\$1.00) paid by the GRANTEE to the GRANTOR, the receipt of which is acknowledged, and the covenants contained in this grant of easement to be performed by the GRANTEE, the GRANTOR does hereby grant, bargain, sell and convey to the GRANTEE a non-exclusive easement in perpetuity on, over, and under that certain parcel of land located generally at Koloa District, Kaua‘i, Hawaii, **Tax Map Key No. (4) 2-6-022: 064; District: Koloa, Kaua‘i, Hawai‘i; PROJECT NAME: Parcel H; SUBDIVISION NO.: S-2016-02**, being Easement AU-4, and

more particularly described in **Exhibit A**, and as shown on the map attached as **Exhibit B**, all of which exhibits are attached and incorporated by reference into this grant of easement (hereafter “easement area”).

RESERVING, HOWEVER, UNTO GRANTOR and the Kukui‘ula Community Association, a non-profit Hawaii corporation (the “**Association**”), and their tenants and licensees, the rights set forth herein, including but not limited to the right to use the easement area for any purpose in common with GRANTEE and others to whom GRANTOR or the Association grants any rights in the easement area, and to allow others to use the easement area, and the right to grant to governmental entities, any public or private utility and/or any other person or entity, additional easement rights over, under across, along, upon in and through the easement area as GRANTOR or the Association deem necessary or appropriate; provided, however, that such use or grant shall not materially interfere with the exercise of the GRANTEE’s rights under this easement. Whenever this Grant of Easement refers to “materially interfere with the exercise of GRANTEE’s rights under this easement,” any use of the easement area as of the date of this Grant of Easement and any utility lines installed as of the date of this Grant of Easement do not “materially interfere with the exercise of the GRANTEE’s rights under this easement.”

This easement is granted for the reading of water meters and for the construction, installation, re-installation, maintenance, repair, and removal of potable water pipelines and related meters, valves, and other associated waterworks facility improvements and appurtenances. The GRANTEE is further allowed the right of ingress and egress at any time to, from, and through the easement area, with or without vehicles or equipment, as the GRANTEE deems necessary for the proper operation of its water system.

TO HAVE AND TO HOLD the same unto the GRANTEE forever; provided that should the GRANTEE cease to use the easement area for the purposes described for a continuous period of two (2) calendar years, this easement shall terminate and the interest granted shall immediately and without the GRANTOR’s re-entry revert to the GRANTOR; and provided further that this easement shall terminate as to any portion of the easement area upon dedication and conveyance of such portion of the easement area to the County of Kauai. In any such an event, this easement shall cease to exist by operation of the GRANTEE’s non-use or dedication and conveyance to any governmental authority, without any necessary action on the GRANTOR’s part. Notwithstanding the foregoing, upon the request of the GRANTOR or the Association, the GRANTEE shall execute a recordable document sufficient to evidence the termination of the easement granted herein pursuant to this paragraph.

SUBJECT, HOWEVER, to that certain Second Amended and Restated Community Charter for Kukui‘ula dated August 5, 2015, recorded in the Bureau as Document No. A-56951009, as amended, restated, and supplemented, and as may be hereafter amended, restated or supplemented.

AND IN FURTHER CONSIDERATION of the rights granted to the GRANTEE the benefits accruing to the GRANTOR and the Association under this easement, the GRANTOR and GRANTEE further covenant, agree, and promise as follows:

1. That should the GRANTEE disturb in any way the ground which is the subject of the easement area, the GRANTEE shall at its own expense restore the ground to its original condition to the extent that such restoration is reasonable;
2. That the GRANTEE shall indemnify and save the GRANTOR and the Association, and their respective successors and assigns, harmless from and against all damage to the GRANTOR’s property and the easement area and all liability for injury to or the death of persons when such damage, injury, or death is caused by the negligence of the GRANTEE, its officers, agents and employees while using the easement area;

3. That the GRANTEE shall not assign its rights under this easement without the prior written consent of the GRANTOR; provided that the GRANTEE may assign its rights to a successor of the GRANTEE duly created by law;
4. That should the GRANTOR's development plans require that the easement area and/or waterworks facility improvements within, on, or under the easement area be relocated, the GRANTOR will, at the GRANTOR's own expense and pursuant to the GRANTEE's instructions and specifications, re-locate the affected easement area and waterworks facility improvements and appurtenances without interruption of the GRANTEE's services;
5. That the GRANTOR shall at no time erect any building foundation of any kind below the surface of the land which is subject of the easement area or any building or structure of any kind (other than roads, sidewalks, utility lines, curbs or similar appurtenances) on the surface of the land which is the subject of the easement area unless the GRANTOR receives the prior written consent of the GRANTEE;

Only lawn grass shall be planted within three (3) feet of all meter boxes, fire hydrants, and other waterworks facility improvements and appurtenances. No trees with aggressive root systems shall be planted within twenty (20) feet of all meter boxes, fire hydrants, and other waterworks facility improvements and appurtenances;

This Paragraph No. 5 though, shall not prevent the GRANTOR, the Association or any others to whom the GRANTOR or the Association grants any rights in the easement area from crossing over, constructing, and maintaining roadways and other utility improvements within the easement area or laying, operating, maintaining, repairing, or removing conduits and drains which do not materially interfere with the exercise of the GRANTEE's rights under this easement;

6. That the GRANTOR covenants with the GRANTEE that the GRANTOR is the lawful owner of the land which is the subject of this easement area, that the GRANTOR has good right and title to grant this easement, and that the GRANTOR will warrant and defend the same unto the GRANTEE against the claims and demands of all persons;
7. That, in the event that any lot encumbered by this Grant of Easement is subdivided, then this Grant of Easement shall automatically affect and encumber only the subdivided lot or lots upon which the easement area described in **Exhibit A** and **Exhibit B** attached hereto is located and the other unaffected subdivided lot or lots shall be deemed free and clear of this Grant of Easement for all purposes without any further action of the parties hereto; and
8. That the GRANTOR or the Association may, without the consent or joinder of GRANTEE, dedicate all or any portion of the easement area to the County of Kauai, Hawaii, or to any other local, state, or federal governmental or quasi-governmental entity, with or without payment or compensation from such transferee. In such event, GRANTOR or the Association will use good faith efforts to notify GRANTEE of such dedication.

When used within this document the terms "GRANTOR," "GRANTEE," and "Association" shall mean the singular and plural, masculine and feminine, and natural persons, trustees, corporations, partnerships, limited partnerships, sole proprietorships and other forms of business entities. The terms shall also mean each such party and their respective estates, heirs, personal representatives, successors, successors-in-trust and assigns.

IT IS FURTHER MUTUALLY AGREED that the terms of this easement shall be binding upon and inure to the benefit of all the parties to this document and the Association and that all covenants and obligations undertaken by two or more persons shall be deemed to be joint and several unless a contrary intention is clearly expressed in this document.

This Agreement may be executed in counterparts. Each counterpart shall be executed by one or more parties hereinbefore named and the several counterparts shall constitute one instrument to the same effect as though the signatures of all the parties are upon the same document.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first written above.

APPROVED:

**BBCP KUKUI‘ULA INFRASTRUCTURE,
LLC, a Delaware limited liability company**

Manager & Chief Engineer
Department of Water, County of Kaua‘i

By: _____
Name:
Its:

GRANTOR

**APPROVAL AS TO FORM
AND LEGALITY**

ACCEPTED:

**BOARD OF WATER SUPPLY,
COUNTY OF KAUA‘I**

Deputy County Attorney

By: _____
Its: _____

GRANTEE

[GRANTOR]

STATE OF HAWAI'I)
)
COUNTY OF KAUA'I) ss.

On this _____ day of _____, 20____, before me appeared _____, to me known, who, being by me duly sworn, did say that he/she is the _____ of BBCP Kukui'ula Infrastructure, LLC, a Delaware limited liability company, and that the said instrument was signed on behalf of said Company, and he acknowledged said instrument to be the free act and deed of said Limited Liability Company.

Print Name: _____
Notary Public, State of Hawaii
My commission expires: _____

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Grant of Easement for
TMK: (4) 2-6-022: 064 (Easement AU-4)

Doc. Date: _____ or Undated at time of notarization.

No. of Pages: _____ Jurisdiction: Fifth Circuit
(in which notarial act is performed)

Signature of Notary Date of Notarization and
Certification Statement

Printed Name of Notary
Date of notary commission expiration: _____ (Official Stamp or Seal)

STATE OF HAWAI'I)
)
COUNTY OF KAUA'I) ss.

On this ____ day of _____, 20__, before me appeared _____, to me personally known, who, being by me duly sworn, did say that said officer is the _____ of the **COUNTY OF KAUA'I, BOARD OF WATER SUPPLY**, and that the foregoing instrument was signed on behalf of said Department and said officer acknowledged said instrument to be the free act and deed of said Department and the said Department has no seal.

Notary Public, State of Hawaii

Name of Notary: _____

My commission expires: _____

Exhibit A

KUKUI'ULA PARCEL H SUBDIVISION

**EASEMENT AU-4
FOR ACCESS AND UTILITY PURPOSES**

Affecting all of Lot 29 of Kukui'ula Parcel H Subdivision, being also a portion of Royal Patent 6714, Land Commission Award 7714-B, Apana 2 to M. Kekuaiwa no M. Kekuanaoa.

Situate at Kōloa (Makai), Kōloa, Kona, Kauai, Hawaii.

Beginning at the Northwest corner of this parcel of land, being also the Southwest corner of Lot 20 of Kukui'ula Parcel H Subdivision, along the East side of Roadway Lot 26 (Kāhela Place) of Kukui'ula Parcel H Subdivision, the coordinates of said point of beginning referred to Government Survey Triangulation Station "WAHIAWA" being 7,940.36 feet South and 14,036.11 feet East thence running by azimuths measured clockwise from true South:

Along Lot 20 of Kukui'ula Parcel H Subdivision, on a curve to the left with a radius of 20.00 feet, the chord azimuth and distance being:

1. 315° 56' 38" 26.91 feet;
2. 273° 40' 16.36 feet along same;

Thence along same on a curve to the right with a radius of 172.00 feet, the chord azimuth and distance being:

3. 290° 12' 30" 97.94 feet;
4. 306° 45' 55.56 feet along same;

Thence along same on a curve to the left with a radius of 158.00 feet, the chord azimuth and distance being:

5. 303° 48' 06" 16.25 feet;



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WAILUKU, MAUI, HAWAII 96793

100 PAUAAHI STREET, SUITE 207
HILO, HAWAII 96720

Thence along same on a curve to the left with a radius of 100.00 feet, the chord azimuth and distance being:

6. 280° 06' 36" 70.84 feet;

7. 259° 22' 52.62 feet along same;

Thence along same on a curve to the right with a radius of 52.00 feet, the chord azimuth and distance being:

8. 277° 44' 53" 32.80 feet;

Thence along Lot 23 of Kukui'ula Parcel H Subdivision, on a curve to the right with a radius of 52.00 feet, the chord azimuth and distance being:

9. 350° 49' 42" 84.88 feet;

Thence along Lot 14 of Kukui'ula Parcel H Subdivision, on a curve to the right with a radius of 52.00 feet, the chord azimuth and distance being:

10. 74° 55' 27" 51.05 feet;

Thence along Lot 13 of Kukui'ula Parcel H Subdivision, on a curve to the right with a radius of 52.00 feet, the chord azimuth and distance being:

11. 110° 58' 38" 12.05 feet;

12. 117° 38' 45.79 feet along same;

Thence along Lots 13 and 12 of Kukui'ula Parcel H Subdivision, on a curve to the left with a radius of 500.00 feet, the chord azimuth and distance being:

-2-



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13. 114° 05' 55" 61.65 feet;

Thence along Lot 12 of
Kukui'ula Parcel H
Subdivision, on a curve to the
right with a radius of 202.00
feet, the chord azimuth and
distance being:

14. 118° 39' 25" 56.88 feet;

15. 126° 45' 55.56 feet along Lots 12 and 11 of
Kukui'ula Parcel H
Subdivision;

Thence along Lot 11 of
Kukui'ula Parcel H
Subdivision, on a curve to the
left with a radius of 128.00
feet, the chord azimuth and
distance being:

16. 110° 12' 30" 72.89 feet;

17. 93° 40' 15.91 feet along same;

Thence along same on a curve
to the left with a radius of
20.00 feet, the chord azimuth
and distance being:

18. 50° 05' 27.58 feet;

19. 186° 30' 20.23 feet along Roadway Lot 26 (Kāhela
Place) of Kukui'ula Parcel H
Subdivision;

Thence along same on a curve
to the left with a radius of
422.00 feet, the chord azimuth
and distance being:

-3-



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1871 WILI PA LOOP, SUITE A
WAILUKU, MAUI, HAWAII 96793

100 PAUHAHI STREET, SUITE 213
HILO, HAWAII 96720

20. 182° 21' 38" 60.92 feet to the point of beginning and containing an area of 22,722 square feet.



AUSTIN, TSUTSUMI & ASSOCIATES, INC.

Description Prepared By:

A handwritten signature in black ink, appearing to read "Erik S. Kaneshiro".

ERIK S. KANESHIRO

Licensed Professional Land Surveyor
Certificate No. 9826

Honolulu, Hawaii
December 3, 2021

TMK: (4) 2-6-022: 064
X:\BYNAME\Kukuiula\Parcel H\Descriptions\PARCEL H - EASEMENT AU-4.docx

-4-



AUSTIN, TSUTSUMI & ASSOCIATES, INC.

501 SUMNER STREET, SUITE 521
HONOLULU, HAWAII 96817-5031

CIVIL ENGINEERS • SURVEYORS
1871 WILJI PA LOOP, SUITE A
WAILUKU, MAUI, HAWAII 96793

100 PAUAAHI STREET, SUITE 213
HILO, HAWAII 96720

Return by Mail (X) Pickup () To:
Department of Water
4398 Pua Loke Street
Lihu'e, Kaua'i, Hawai'i 96766

This document contains _____ pages.

Tax Map Key No.: (4) 2-6-022: 054 (por.)

GRANT OF EASEMENT
for
TMK: (4) 2-6-022: 054 (por.)
(Easement W-1)

THIS INDENTURE is made on this ____ day of _____, 2021, by and between **KUKUI'ULA DEVELOPMENT COMPANY (HAWAII), LLC**, a Hawaii limited liability company, whose principal place of business and mailing address is

2700 Ke Alaula Street, Suite B
Koloa, Kauai, Hawaii 96756

(hereinafter individually or collectively "GRANTOR") and the **BOARD OF WATER SUPPLY, COUNTY OF KAUA'I**, whose mailing address is 4398 Pua Loke Street, Lihue, Kauai, Hawaii 96766 (hereafter "GRANTEE");

WITNESSETH:

THAT IN CONSIDERATION of the sum of one dollar (\$1.00) paid by the GRANTEE to the GRANTOR, the receipt of which is acknowledged, and the covenants contained in this grant of easement to be performed by the GRANTEE, the GRANTOR does hereby grant, bargain, sell and convey to the GRANTEE a non-exclusive easement in perpetuity on, over, and under a portion of that certain parcel of land located generally at Koloa District, Kaua'i, Hawaii, **Tax Map Key No. (4) 2-6-022: 054; District: Koloa, Kaua'i, Hawai'i; PROJECT NAME: Parcel H; SUBDIVISION NO.: S-2016-02**, being

Easement W-1, and more particularly described in Exhibit A, and as shown on the map attached as Exhibit B, all of which exhibits are attached and incorporated by reference into this grant of easement (hereafter "easement area").

RESERVING, HOWEVER, UNTO GRANTOR and the Kukui'ula Community Association, a non-profit Hawaii corporation (the "**Association**"), and their tenants and licensees, the rights set forth herein, including but not limited to the right to use the easement area for any purpose in common with GRANTEE and others to whom GRANTOR or the Association grants any rights in the easement area, and to allow others to use the easement area, and the right to grant to governmental entities, any public or private utility and/or any other person or entity, additional easement rights over, under across, along, upon in and through the easement area as GRANTOR or the Association deem necessary or appropriate; provided, however, that such use or grant shall not materially interfere with the exercise of the GRANTEE's rights under this easement. Whenever this Grant of Easement refers to "materially interfere with the exercise of GRANTEE's rights under this easement," any use of the easement area as of the date of this Grant of Easement and any utility lines installed as of the date of this Grant of Easement do not "materially interfere with the exercise of the GRANTEE's rights under this easement."

This easement is granted for the reading of water meters and for the construction, installation, re-installation, maintenance, repair, and removal of potable water pipelines and related meters, valves, and other associated waterworks facility improvements and appurtenances. The GRANTEE is further allowed the right of ingress and egress at any time to, from, and through the easement area, with or without vehicles or equipment, as the GRANTEE deems necessary for the proper operation of its water system.

TO HAVE AND TO HOLD the same unto the GRANTEE forever; provided that should the GRANTEE cease to use the easement area for the purposes described for a continuous period of two (2) calendar years, this easement shall terminate and the interest granted shall immediately and without the GRANTOR's re-entry revert to the GRANTOR; and provided further that this easement shall terminate as to any portion of the easement area upon dedication and conveyance of such portion of the easement area to the County of Kauai. In any such an event, this easement shall cease to exist by operation of the GRANTEE's non-use or dedication and conveyance to any governmental authority, without any necessary action on the GRANTOR's part. Notwithstanding the foregoing, upon the request of the GRANTOR or the Association, the GRANTEE shall execute a recordable document sufficient to evidence the termination of the easement granted herein pursuant to this paragraph.

SUBJECT, HOWEVER, to that certain Second Amended and Restated Community Charter for Kukui'ula dated August 5, 2015, recorded in the Bureau as Document No. A-56951009, as amended, restated, and supplemented, and as may be hereafter amended, restated or supplemented.

AND IN FURTHER CONSIDERATION of the rights granted to the GRANTEE the benefits accruing to the GRANTOR and the Association under this easement, the GRANTOR and GRANTEE further covenant, agree, and promise as follows:

1. That should the GRANTEE disturb in any way the ground which is the subject of the easement area, the GRANTEE shall at its own expense restore the ground to its original condition to the extent that such restoration is reasonable;
2. That the GRANTEE shall indemnify and save the GRANTOR and the Association, and their respective successors and assigns, harmless from and against all damage to the GRANTOR's property and the easement area and all liability for injury to or the death of

persons when such damage, injury, or death is caused by the negligence of the GRANTEE, its officers, agents and employees while using the easement area;

3. That the GRANTEE shall not assign its rights under this easement without the prior written consent of the GRANTOR; provided that the GRANTEE may assign its rights to a successor of the GRANTEE duly created by law;
4. That should the GRANTOR's development plans require that the easement area and/or waterworks facility improvements within, on, or under the easement area be relocated, the GRANTOR will, at the GRANTOR's own expense and pursuant to the GRANTEE's instructions and specifications, re-locate the affected easement area and waterworks facility improvements and appurtenances without interruption of the GRANTEE's services;
5. That the GRANTOR shall at no time erect any building foundation of any kind below the surface of the land which is subject of the easement area or any building or structure of any kind (other than roads, sidewalks, utility lines, curbs or similar appurtenances) on the surface of the land which is the subject of the easement area unless the GRANTOR receives the prior written consent of the GRANTEE;

Only lawn grass shall be planted within three (3) feet of all meter boxes, fire hydrants, and other waterworks facility improvements and appurtenances. No trees with aggressive root systems shall be planted within twenty (20) feet of all meter boxes, fire hydrants, and other waterworks facility improvements and appurtenances;

This Paragraph No. 5 though, shall not prevent the GRANTOR, the Association or any others to whom the GRANTOR or the Association grants any rights in the easement area from crossing over, constructing, and maintaining roadways and other utility improvements within the easement area or laying, operating, maintaining, repairing, or removing conduits and drains which do not materially interfere with the exercise of the GRANTEE's rights under this easement;

6. That the GRANTOR covenants with the GRANTEE that the GRANTOR is the lawful owner of the land which is the subject of this easement area, that the GRANTOR has good right and title to grant this easement, and that the GRANTOR will warrant and defend the same unto the GRANTEE against the claims and demands of all persons;
7. That, in the event that any lot encumbered by this Grant of Easement is subdivided, then this Grant of Easement shall automatically affect and encumber only the subdivided lot or lots upon which the easement area described in Exhibit A and Exhibit B attached hereto is located and the other unaffected subdivided lot or lots shall be deemed free and clear of this Grant of Easement for all purposes without any further action of the parties hereto; and
8. That the GRANTOR or the Association may, without the consent or joinder of GRANTEE, dedicate all or any portion of the easement area to the County of Kauai, Hawaii, or to any other local, state, or federal governmental or quasi-governmental entity, with or without payment or compensation from such transferee. In such event, GRANTOR or the Association will use good faith efforts to notify GRANTEE of such dedication.

When used within this document the terms "GRANTOR," "GRANTEE," and "Association" shall mean the singular and plural, masculine and feminine, and natural persons, trustees, corporations, partnerships, limited partnerships, sole proprietorships and other forms of business entities. The terms shall also mean each such party and their respective estates, heirs, personal representatives, successors, successors-in-trust and assigns.

IT IS FURTHER MUTUALLY AGREED that the terms of this easement shall be binding upon and inure to the benefit of all the parties to this document and the Association and that all covenants and obligations undertaken by two or more persons shall be deemed to be joint and several unless a contrary intention is clearly expressed in this document.

This Agreement may be executed in counterparts. Each counterpart shall be executed by one or more parties hereinbefore named and the several counterparts shall constitute one instrument to the same effect as though the signatures of all the parties are upon the same document.

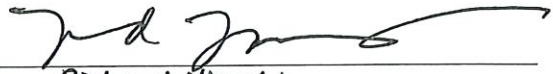
[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first written above.

APPROVED:

**KUKUI'ULA DEVELOPMENT COMPANY
(HAWAII), LLC, a Hawaii limited liability
company**

Manager & Chief Engineer
Department of Water, County of Kaua'i

By: 
Name: Richard Albrecht
Its: President

GRANTOR

**APPROVAL AS TO FORM
AND LEGALITY**

ACCEPTED:

**BOARD OF WATER SUPPLY,
COUNTY OF KAUA'I**

Deputy County Attorney

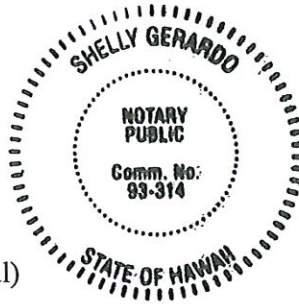
By: _____
Its: _____

GRANTEE

[GRANTOR]

STATE OF HAWAI'I)
)
) ss.
COUNTY OF KAUA'I)

On this 30th day of July, 2021, before me appeared **RICHARD ALBRECHT**, to me known, who, being by me duly sworn, did say that he is the President of Kukui'ula Development Company (Hawaii), LLC, a Hawaii limited liability company, and that the said instrument was signed on behalf of said Company, and he acknowledged said instrument to be the free act and deed of said Limited Liability Company.



Shelly Gerardo
Print Name: Shelly Gerardo
Notary Public, State of Hawaii
My commission expires: 12/25/23

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Grant of Easement for
TMK: (4) 2-6-022: 054 (por.) (Easement W-1)

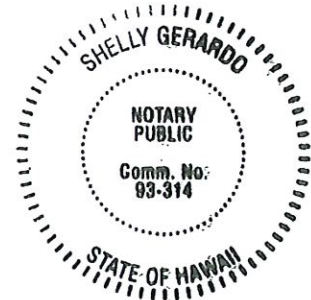
Doc. Date: _____ or Undated at time of notarization.

No. of Pages: 9 Jurisdiction: Fifth Circuit
(in which notarial act is performed)

Shelly Gerardo _____
Signature of Notary Date of Notarization and
Certification Statement 7/30/21

Shelly Gerardo
Printed Name of Notary

Date of notary commission expiration: 12/25/23 (Official Stamp or Seal)



STATE OF HAWAI'I)
) ss.
COUNTY OF KAUA'I)

On this ____ day of _____, 2021, before me appeared _____, to me personally known, who, being by me duly sworn, did say that said officer is the _____ of the **COUNTY OF KAUA'I, BOARD OF WATER SUPPLY**, and that the foregoing instrument was signed on behalf of said Department and said officer acknowledged said instrument to be the free act and deed of said Department and the said Department has no seal.

Notary Public, State of Hawaii

Name of Notary: _____

My commission expires: _____

Exhibit A

KUKUI'UIA PARCEL H SUBDIVISION

EASEMENT W-1
FOR WATERLINE PURPOSES

Affecting Lot 18 of Kukui'uia Parcel H Subdivision, being also a portion of Royal Patent 8714, Land Commission Award 7014-B, Apana 2 to M. Kekuaiva no M. Kekuaiva.

Situate at Kōloa (Makani), Kōloa, Hona, Maui, Hawaii.

Beginning at the Northeast corner of this easement, being an azimuth and distance of 302° 37' 43.13 feet from the Northwest corner of Lot 25 (Kāhela Place) of Kukui'uia Parcel H Subdivision, the coordinates of said point of beginning referred to Government Survey Triangulation Station "WAHIKAMA" being 7,690.95 feet South and 13,957.48 feet East thence running by azimuths measured clockwise from true South:

- | | | | | |
|----|----------|-------|------|---|
| 1. | 302° 37' | 43.13 | feet | along Lot 25 (Kāhela Place) of Kukui'uia Parcel H Subdivision; |
| 2. | 83° 18' | 44.83 | feet | along the remainder of Lot 18 of Kukui'uia Parcel H Subdivision; |
| 3. | 163° 18' | 53.00 | feet | along same; |
| 4. | 243° 18' | 3.76 | feet | along same to the point of beginning and containing an area of 1,347 square feet. |



AUSTIN, TSUTSUMI & ASSOCIATES, INC.

Description Prepared By:

Erik S. Kaneshiro

ERIK S. KANESHIRO
Licensed Professional Land Surveyor
Certificate No. 9629

Honolulu, Hawaii
July 19, 2021

TMX: 141 2-3-022: 054
X:\EVENING\Kukui'uia Parcel H\Easements\PARCEL H - EASEMENT W-1.dwg

ATA
501 SUMNER STREET, SUITE 511
HONOLULU, HAWAII 96817-5031

AUSTIN, TSUTSUMI & ASSOCIATES, INC.

CIVIL ENGINEERS • SURVEYORS
1871 WILIPA LOOP, SUITE A
WAILUKU, MAUI, HAWAII 96703

103 PALAHU STREET, SUITE 207
HILO, HAWAII 96720

COUNTY OF KAUA'I
EVALUATION FACTORS: APPOINTEES/MANAGERS

Name/Title: _____
 Review Dates: _____

Name of Rater: _____

Unsatisfactory (1)	Needs Improvement (2)	Satisfactory (3)	Excellent (4)	Superior (5)	Score
--------------------	-----------------------	------------------	---------------	--------------	-------

1 Customer Service: Courtesy in dealing with customers and effectiveness in meeting the customer's needs. (Customers may include, but not limited to, the public; Mayor; County Council; Board or Commission; and other department/agency heads and deputies.)

Has shown little interest in meeting the needs of the customers. Antagonize the customers in dealings with them.	Is occasionally discourteous when working with customers. Sometimes is not effective in meeting the needs of customers.	Almost always courteous and effective when dealing with customers.	Is pleasant and helpful when dealing with customers.	Courteous and effective when dealing with customers; goes far beyond the call of duty to serve customers.	
--	---	--	--	---	--

Trend: Improving Same Declining

Recommendation(s) for Improvement: _____

2 Planning and Organizing: Establishing a course of action, structuring or arranging resources, and setting priorities for self and others to accomplish specific goals. Demonstrated ability to plan ahead, schedule work, set realistic goals, anticipate and prepare for future assignments, set logical priorities and use time wisely.

Usually disorganized, and often in a crisis caused by lack of planning and organizing.	Has difficulty in setting priorities and/or in attaining goals.	Usually does a good job in assigning priorities. Able to attain most goals.	Seldom in a crisis due to lack of planning and organizing. Is able to attain nearly all goals.	Does a superior job in assigning priorities. Anticipates problems and decides how to handle them. Accomplishes tasks ahead of schedule in most instances.	
--	---	---	--	---	--

Trend: Improving Same Declining

Recommendation(s) for Improvement: _____

Unsatisfactory (1)	Needs Improvement (2)	Satisfactory (3)	Excellent (4)	Superior (5)	Score
--------------------	-----------------------	------------------	---------------	--------------	-------

3 **Leadership:** Measurement of getting people to willingly work to accomplish an objective. Utilization of appropriate interpersonal styles and methods to guide individuals or groups toward effective task accomplishment. Controlling and evaluating performance, utilization of resources available to accomplish tasks, effective employee development and counseling and sharing leadership when appropriate.

Inhibit subordinate motivation to accomplish tasks or improve personal development. Fails to take initiative and rarely knows job status. Shares little or no information with superiors or subordinates.	Sometimes fails to sufficiently motivate employees to accomplish tasks or develop employees. Shares very little information with superiors or subordinates.	Effectively motivates to accomplish tasks and develop employees. Takes action to solve problems. Maintains a good method of sharing information with superiors and subordinates.	Consistently effective in motivating employees to accomplish tasks and improve personal development. Maintains excellent method of sharing information. Most potential problems are detected early.	Exceptionally effective leader. Maintains highly motivated and developed employees. Problems are consistently detected early, and information is shared in the most efficient manner. This person is always on top of things.	
---	---	--	---	---	--

Trend: Improving Same Declining

Recommendation(s) for Improvement: _____

4 **Communication:** Expression of ideas orally and in writing, providing relevant and timely information to superiors, co-workers, subordinates and other customers, listening and understanding others.

Written work is often incomplete and contain errors. Fails to clearly express opinion on ideas.	Written work usually contains some errors. Thoughts are not presented in a logical order in conversation, often has trouble being understood.	Reports are generally accurate but occasionally contain errors. Routing reports are performed adequately, but more important or complex reports require closer supervision.	Reports are consistently accurate and well organized, seldom needing correction. This person can capably prepare and present important oral or written reports. Listens well and can be understood.	Writes well-organized, understandable and accurate reports. Oral or written presentation is excellent, needs minimal improvement. In less formal conversation, this person listens well in addition to getting the point across.	
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Trend: Improving Same Declining

Recommendation(s) for Improvement: _____

Unsatisfactory (1)	Needs Improvement (2)	Satisfactory (3)	Excellent (4)	Superior (5)	Score
--------------------	-----------------------	------------------	---------------	--------------	-------

5 **Personnel Management:** Selecting, managing, motivating and developing employees, following prescribed personnel policies and practices, including equal employment opportunity. Effectiveness in utilization of personnel resources.

Has difficulty in selecting, managing, motivating and developing staff members to meet individual and group goals. Often disregards prescribed personnel policies and practices.	Somewhat effective in selecting, managing, motivating and developing staff members to meet individual and group goals. Usually follows prescribed personnel policies and practices. However, some improvement of these skills is needed.	Generally effective in selecting, managing, motivating and developing staff members to meet individual and group goals. Follows prescribed personnel policies and practices. Effective in managing personnel resources.	Very effective in selecting, managing, motivating and developing staff members to meet individual and group goals. Follows prescribed personnel policies and practices. Handles employee performance problems effectively and selects well-qualified candidates.	Exceptionally effective and creative in selecting, managing, motivating and developing staff members to meet individual and group goals. Follows prescribed personnel policies and practices. Demonstrates skill and creativity in dealing with employee performance problems, and selecting well-qualified candidates.	
--	--	---	--	---	--

Trend: Improving Same Declining

Recommendation(s) for Improvement: _____

6 **Achieving Goals:** Effective organizational management to achieve defined program measurements, goals, and objectives. Establish realistic program measurements, goals and objectives for employees. Produce a reasonable volume of work on schedule, demonstrating accuracy, thoroughness and dependability.

Does not achieve defined objectives, and establishes unrealistic goals for employees. Develops error prone, incomplete work. Work is generally untimely. Regular reminders needed to obtain compliance.	Goals are not always achieved, and accuracy and volume of work is sometimes less than standard. Work is frequently untimely. Some monitoring required.	Effective in the establishment of realistic, achievable goals; production of work is dependable and generally accurate. Work is generally timely.	Goals are consistently achieved. The volume, accuracy and thoroughness of work is very effective. Work is almost always timely.	Exceptional manager, achieving extremely high standards. Production of work is exceptional due to high degree of accuracy, volume, and thoroughness. Work is always timely.	
---	--	---	---	---	--

Trend: Improving Same Declining

Recommendation(s) for Improvement: _____

Unsatisfactory (1)	Needs Improvement (2)	Satisfactory (3)	Excellent (4)	Superior (5)	Score
--------------------	-----------------------	------------------	---------------	--------------	-------

7 **Policy Development:** The development and implementation of sound policy, which identifies and analyzes problems effectively and develops alternative solutions. This encompasses job knowledge, which includes depth, currency and breadth.

Cannot develop a policy independently and does not identify or analyze problems.	Often is not able to develop a sound policy based on job knowledge. Often does not identify solutions.	Effective establishment of sound policy based on analysis of problems. Develops some alternative solutions.	Consistently develops and implements sound policies. Very knowledgeable and effectively analyzes problems.	Exceptional development and implementation of sound policy. Significant thorough research and analysis conducted and several feasible alternate solutions are developed.	
--	--	---	--	--	--

Trend: Improving Same Declining

Recommendation(s) for Improvement: _____

8 **Financial Management:** Effective development and implementation of financial budgets and controls, operating within prescribed fiscal limits, incorporating key costs control issues.

Frequently pays inadequate attention to financial budgets and controls in planning and completing work. Work is frequently over budget. Fails to fully utilize budget resources, or budget fails to provide for program requirements.	Sometimes pay inadequate attention to financial budgets and controls in planning and completing work. Work is sometimes over budget without adequate attempts to control costs. Occasionally attempts to circumvent county guidelines.	Attentive to financial budgets and controls, and generally operates within prescribed financial limits. Budget overruns are infrequent, and causes are normally identified and justified. Implements plans to control costs where possible. Effective in managing fiscal resources.	Consistently effective in developing financial budgets and controls and in operating within prescribed financial limits. Seeks opportunities to control costs, and adapts plans and methods to prevent budget overruns.	Exceptionally effective in developing budgets and controls (incorporating low cost control issues) and in operating within prescribed financial limits. Actively seeks opportunities to control costs, adapts plans and methods to prevent budget overruns, and encourages and assists others in effecting cost savings.	
---	--	---	---	--	--

Trend: Improving Same Declining

Recommendation(s) for Improvement: _____

comment _____

A horizontal splash of clear blue water with bubbles, positioned behind the text.

STAFF

REPORTS

FISCAL REPORT: MONTHLY SUMMARY HIGHLIGHTS – JANUARY 2022

I. BUDGET SUMMARY VS. ACTUAL (see attached report for details)

YEAR TO DATE (YTD) BUDGET & ACTUAL EXPENSES SUMMARY – AS OF JANUARY 2022

	<u>BUDGET</u>	<u>vs</u>	<u>EXPENSED</u>
· Operating Expenses	\$20,840,241		\$14,116,260
· Debt Principal Payment	4,115,452		4,559,088
· Capital Projects	<u>29,256,800</u>		<u>159,015</u>
TOTAL	<u>\$54,212,493</u>		<u>\$18,834,363</u>

REVENUES: VARIANCE = “ACTUAL” LESS “BUDGET”- POSITIVE INDICATES HIGHER PERFORMANCE THAN EXPECTED & NEGATIVE IS VICE VERSA.

- Total Revenue as of January 2022 was 26% below projection.
 - Water sales of \$17.0 million (M) was \$2.4M or 16% higher than projected.
 - Other Water Revenues - Revenues from Fire hydrants of \$1.3M and other receipts of \$57.1 thousand (K) were \$118.0K below projection.
 - Capital Contributions: Contributions from Federal & State Grants – \$470.6K.
 - Investment Income & Net Increase in FV of Investments –\$199.8K.
 - Miscellaneous Revenues - \$33.9K.

OPERATING EXPENSES: VARIANCE = BUDGET LESS ACTUAL

EXPENSES: POSITIVE VARIANCE INDICATES LOWER ACTUAL EXPENSES VS. BUDGET. **REVISED YTD BUDGET COLUMNS INCLUDE PO ROLLOVER FROM FY ENDING 2021.**

- YTD Operating Expenses before depreciation and amortization was \$14.1M. Total spending was \$6.7M lower than budget.
 - Employee Related Expenses –\$6.4M with a 16% positive variance.
 - Contracts & Services – \$2.9M with a 63% positive variance.
 - Professional Services, Other Services – Billing, Communication, Insurance and Repairs and Maintenance for non-water systems are the main items contributing to the 63% positive variance.
 - Fuel & Utilities – \$1.7M with a \$20.9K variance.
 - Bulk Water Purchase –\$914.1K with a 14% positive variance.
 - Office & Operating Supplies – \$593.2K with 29% positive variance.
 - Training, Travel & Meeting Expenses – \$45.5K or 58% positive variance.
 - Debt Service – Interest Expense - \$1.6M.
 - Depreciation & Amortization (non-cash expenses) is \$4.1M.

NET OPERATING INCOME:

- Net Operating Income before depreciation and amortization - \$4.9M.
- Net Operating Income after depreciation & amortization was a positive \$774.2K.

NON-OPERATING PROCEEDS & DISBURSEMENTS

- SRF Loan Proceeds – None.
- FRC – Facility Reserve Charge –\$488.4K.
- YTD Debt Principal Payment is \$4.6M.

CAPITAL PROJECTS BUDGET: YTD DISBURSEMENTS = \$159,015.60

- Capital Projects: Water Utility Fund - \$134.1K
- Capital Projects: FRC Fund – (\$4.8K)
- Capital Projects: BAB Fund - \$5.3K
- Capital Projects: SRF Loan Fund - None

II. COMPARATIVE CHARTS:

METERED CONSUMPTION:

- January 2022, monthly metered consumption of 283.2 million gallons (mg) increased by 15.9 mg as compared from the same month of FY 2021.
- Year to Date (YTD) metered consumption as of 12/31/21 was 2,443.4 mg with a YTD cumulative increase of 324.8 mg as compared from the same month of FY 2021.

III. COMPARATIVE BALANCE SHEET: SEE ATTACHED.

Statement of Net Position as of January 31, 2022 (unadjusted).

IV. OTHER FISCAL ONGOING ACTIVITIES/INITIATIVES:

- Proposed Annual Budget – in progress. It will be submitted on March 20, 2022, board meeting.
- FY 2021 Financial Audit completed, Audit Report was issued by Accuity, LLC. with unqualified opinion.
- Annual Water Audit – due 6/30/22.
- Notice to Proceed was issued to Raftelis Consultants to commence the Water Rate Study.
- MS Great Plains (GP) upgrade – no new update.
- Procurement in Process – Financial Accounting Audit Services.
- Procurement in process – Armored Car Services.
- Planned Procurement: Development of Financial Policies for DOW.
- Planned Procurement: Budget Program Solution – It will be addressed concurrently with the Financial Policies Development. procurement.
- FEMA grant funding reimbursements: Cancelled by the DOW.

MY/

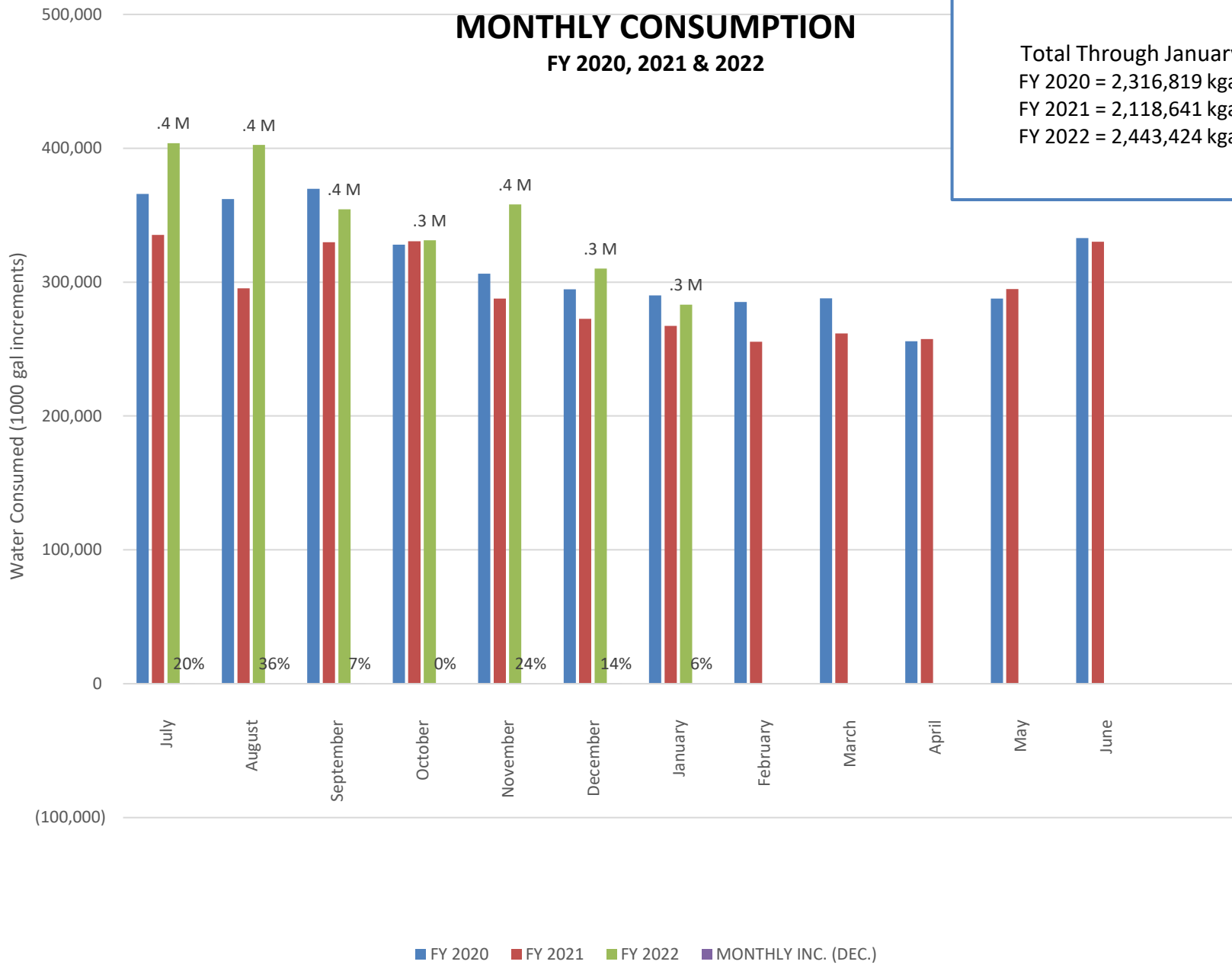


Department of Water, County of Kauai
 Monthly Budget Summary vs. Actual
 SUMMARY
 1/31/2022

	January				FY 2022			
	Original Budget	Revised Budget	Actual	Variance	Revised YTD Budget	YTD Actual	*Variance	Variance %
I. OPERATING BUDGET								
REVENUE								
Water Sales	\$2,085,217.00	\$2,085,217.00	\$2,021,280.57	(\$63,936.43)	\$14,596,519.00	\$16,968,675.20	\$2,372,156.20	16.%
Other Water Revenue Total	206,192.00	206,192.00	186,404.50	(19,787.50)	1,443,344.00	1,341,363.84	(101,980.16)	(7.%)
Capital Contributions Total	1,348,057.00	1,348,057.00	67,222.04	(1,280,834.96)	9,436,399.00	470,554.28	(8,965,844.72)	(95.%)
Investments Total	19,584.00	19,584.00	(15,079.51)	(34,663.51)	137,088.00	199,727.59	62,639.59	46.%
Miscellaneous Revenues Total	709.00	709.00	699.72	(9.28)	4,963.00	33,887.26	28,924.26	583.%
Total Revenue	3,659,759.00	3,659,759.00	2,260,527.32	(1,399,231.68)	25,618,313.00	19,014,208.17	(6,604,104.83)	(26.%)
EXPENSES								
Total Employee-Related Expenses	1,087,505.00	1,087,505.00	901,933.46	185,571.54	7,612,535.00	6,408,117.72	1,204,417.28	16.%
Total Contracts & Services	716,941.00	716,941.00	322,886.52	394,054.48	7,839,073.32	2,866,187.09	4,972,886.23	63.%
Total Fuel & Utilities	248,865.00	248,865.00	229,236.96	19,628.04	1,742,055.00	1,721,150.58	20,904.42	1.%
Total Bulk Water Purchase	151,681.00	151,681.00	159,329.39	(7,648.39)	1,063,131.96	914,142.62	148,989.34	14.%
Total Office & Operating Supplies	132,871.00	132,871.00	73,968.52	58,902.48	832,938.50	593,241.95	239,696.55	29.%
Total Training, Travel & Meeting Expenses	14,753.00	14,753.00	2,837.80	11,915.20	106,130.68	44,534.69	61,595.99	58.%
Total Interest Expense	234,911.00	234,911.00	225,373.14	9,537.86	1,644,377.00	1,568,886.18	75,490.82	5.%
Total Operating Expenses	2,587,527.00	2,587,527.00	1,915,565.79	671,961.21	20,840,241.46	14,116,260.83	6,723,980.63	32.%
Net Operating Income (Loss) Before Depreciation	\$1,072,232.00	\$1,072,232.00	\$344,961.53	(\$727,270.47)	\$4,778,071.54	\$4,897,947.34	\$119,875.80	3.%
Total Depreciation & Amortization	661,895.00	661,895.00	584,794.73	77,100.27	4,633,265.00	4,123,796.63	509,468.37	11.%
Net Operating Income (Loss)	410,337.00	410,337.00	(239,833.20)	(804,370.74)	144,806.54	774,150.71	(389,592.57)	(269.%)
Non Operating Proceeds	1,191,667.00	1,191,667.00		(1,191,667.00)	8,341,669.00		(8,341,669.00)	(100.%)
FRC-Facility Reserve Charge	66,667.00	66,667.00	28,570.00	(38,097.00)	466,669.00	488,370.00	21,701.00	5.%
Total Non Operating Proceeds	1,258,334.00	1,258,334.00	28,570.00	(1,229,764.00)	8,808,338.00	488,370.00	(8,319,968.00)	(94.%)
Transfers Out(In) to Other Funds								
Debt Principal Payment	320,587.02	320,587.02	320,587.02		4,115,451.91	4,559,088.21	(443,636.30)	(11.%)
Net Proceeds (Expenditures)	1,348,083.98	1,348,083.98	(531,850.22)	(1,879,934.20)	4,837,692.63	(3,296,567.50)	(8,134,260.13)	(168.%)
II. CAPITAL BUDGET								
Capital Projects (See Attached for Details)	2,447,249.00	2,447,249.00	24,431.68	2,422,817.32	29,256,799.98	159,015.60	29,097,784.38	99.%

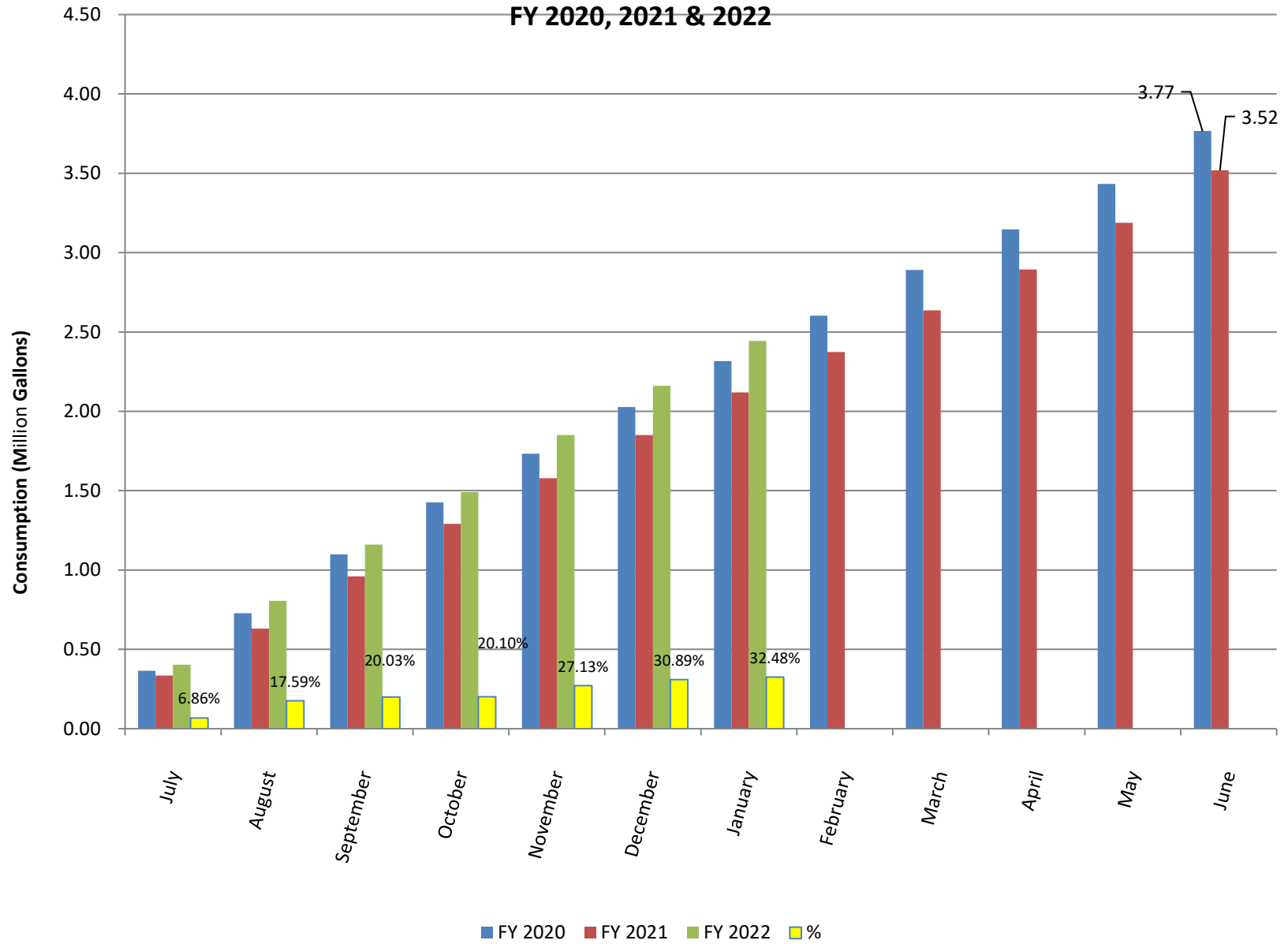
MONTHLY CONSUMPTION FY 2020, 2021 & 2022

Total Through January
 FY 2020 = 2,316,819 kgal
 FY 2021 = 2,118,641 kgal
 FY 2022 = 2,443,424 kgal

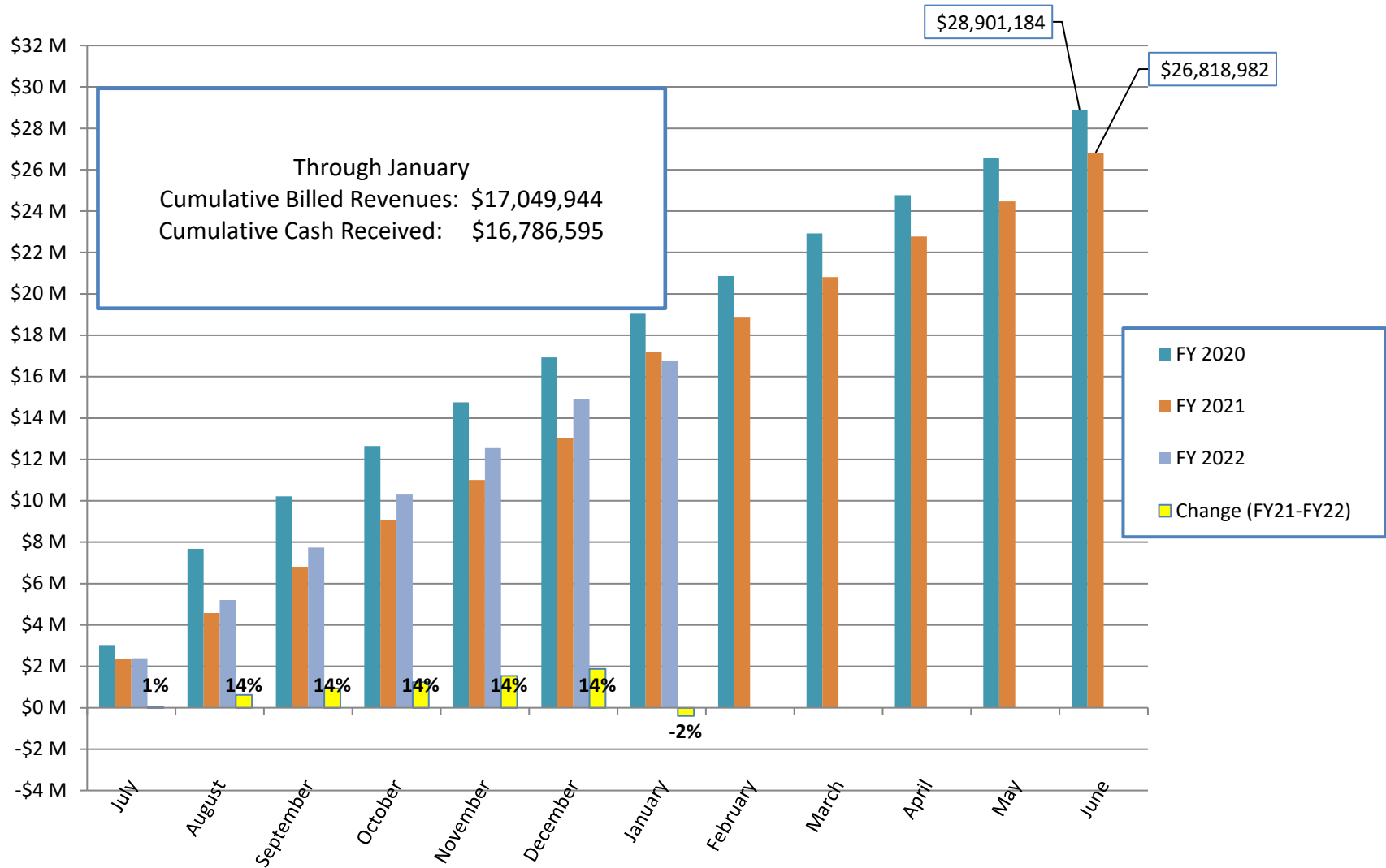


YTD CUMULATIVE WATER CONSUMPTION

FY 2020, 2021 & 2022



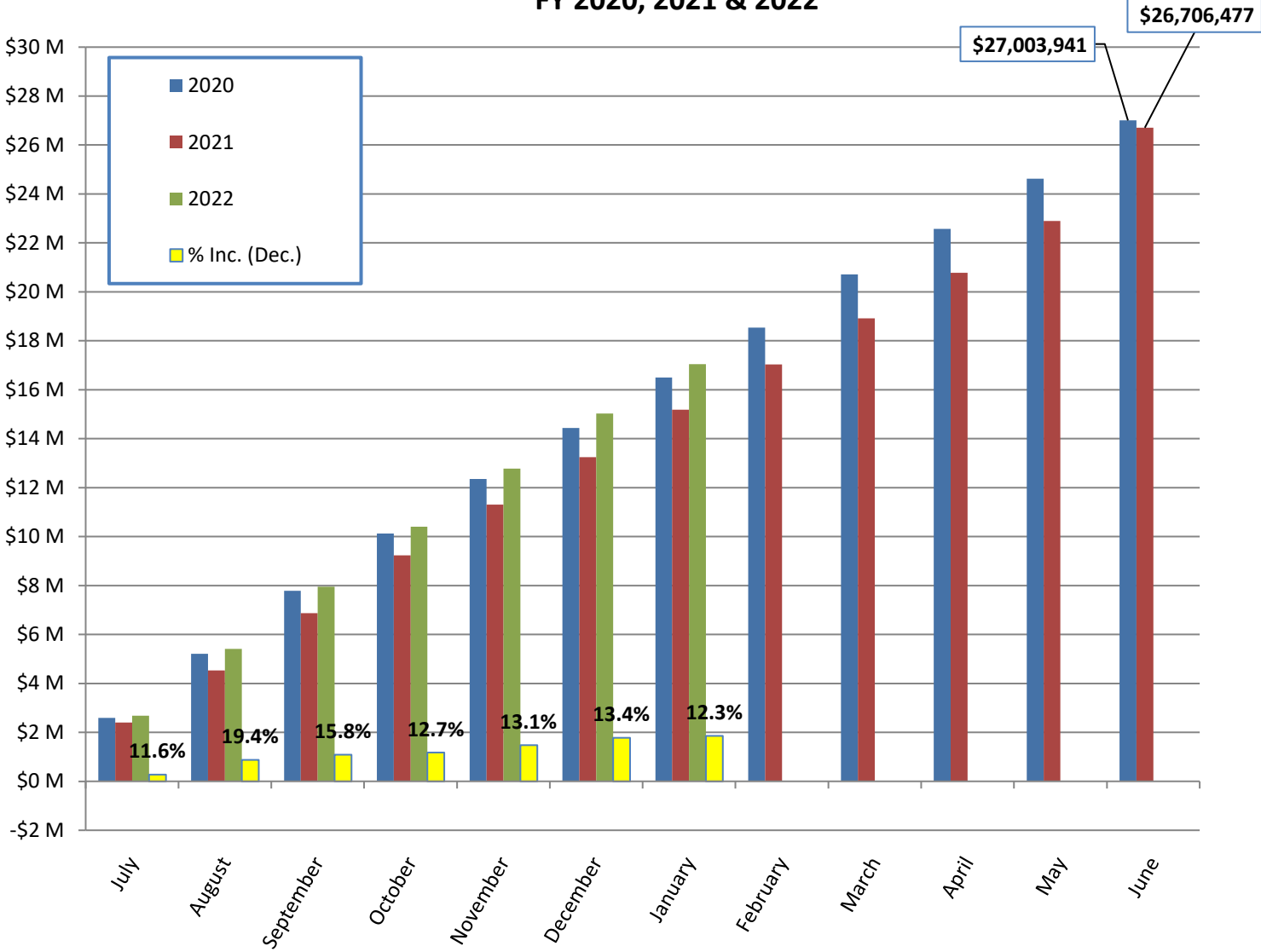
WU CUMULATIVE CASH RECEIPTS FY 2020, 2021 & 2022



Note: July '19-'20 receipts included a \$2.29 million state appropriation grant for the Hanapēpē

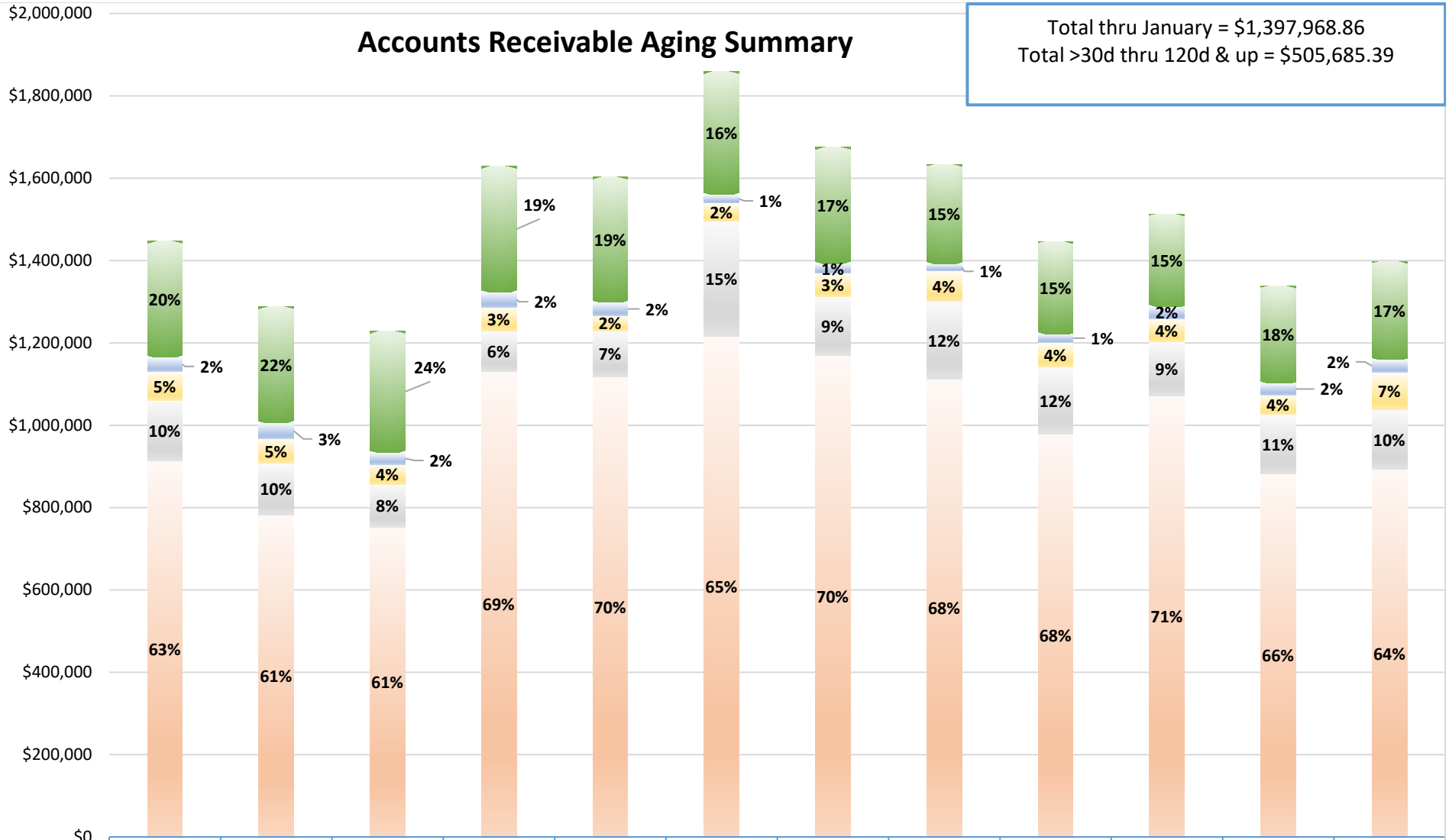
CUMULATIVE BILLED REVENUES

FY 2020, 2021 & 2022



Accounts Receivable Aging Summary

Total thru January = \$1,397,968.86
Total >30d thru 120d & up = \$505,685.39



	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22
121 days and over	\$282,561	\$282,746	\$295,191	\$305,635	\$304,593	\$299,428	\$282,882	\$240,783	\$223,428	\$224,064	\$235,516	\$238,389
91-120 days	\$34,412	\$38,586	\$28,801	\$36,974	\$31,973	\$20,378	\$23,726	\$18,305	\$21,463	\$30,065	\$29,192	\$31,305
61-90 days	\$70,380	\$59,276	\$48,425	\$56,984	\$36,744	\$44,461	\$57,021	\$73,096	\$59,044	\$55,620	\$47,341	\$90,933
31-60 days	\$147,068	\$125,361	\$103,880	\$99,573	\$111,658	\$278,491	\$142,845	\$189,626	\$163,726	\$132,167	\$144,413	\$145,059
0-30 days	\$912,997	\$782,492	\$752,624	\$1,129,799	\$1,117,983	\$1,216,650	\$1,169,088	\$1,111,708	\$977,992	\$1,070,638	\$881,641	\$892,283

Assets and Deferred Outflows

Current Assets

Cash	\$6,615,046.28
Equity interest in pooled investments	6,532,721.54

Receivables:

Accounts, net of allowance for doubtful accounts	1,423,924.89
Due from other funds	
Unbilled accounts	1,600,825.50
Grants and subsidies	846,997.68
Accrued interest	161,209.36
Total receivables	<u>4,032,957.43</u>

Materials and supplies	1,006,099.32
Prepaid expenses	45,231.85
Total current asset	<u>18,232,056.42</u>

Restricted Assets:

Facility reserve charge funds:

Cash	1,814,025.32
Equity interest in pool investments	
Accounts receivable and other	362,998.98
Total facility reserve charge funds	<u>2,177,024.30</u>

Bond funds:

Cash	1,188,909.22
Equity interest in pooled investments	8,540,370.00
Accrued interest	22,017.49
Total bond funds	<u>9,751,296.71</u>

Total restricted assets	<u>11,928,321.01</u>
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Equity Interest in Pooled Investment - Noncurrent

Investment - Non-Current	26,563,189.70
Investment - Reserves	9,300,000.00
Investment - Debt Service Reserve	
Total Equity Interest in Pooled Investment - Noncurrent	35,863,189.70

Utility Plant:

In service	349,507,499.31
Accumulated depreciation	(126,662,597.51)
Total utility plant	<u>222,844,901.80</u>

Construction work in progress	19,122,423.63
Total property, plant and equipment	<u>241,967,325.43</u>

Total assets	<u>307,990,892.56</u>
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Deferred Outflow of Resources - Deferred Refunding Costs, net	7,893,101.00
Total assets and deferred outflows	<u>315,883,993.56</u>

***Allowance for doubtful accounts** **(213,740.26)**

Liabilities and Net Position

Current Liabilities:

Accounts payable and accrued liabilities	1,125,648.33
Contracts payable, including retainages	648,332.41
Accrued Vacation And Compensatory Pay, current portion	489,394.54
Due to/Due From Other Funds	
Customer overpayment	229,203.42
Customer deposits and advances	511,612.28
Current portion of long term debt	5,170,094.58
Current portion of capital lease obligation	

Total current liabilities **8,174,497.29**

Long-Term Debt	52,286,022.24
Capital Lease Obligation	
OPEB & Retirement Benefits	29,124,763.41
Accrued Vacation and Compensatory Pay	1,061,073.85
Deferred Inflow of Assets	3,349,684.00

Total liabilities and deferred inflows: **93,996,040.79**

Net Position:

Water Utility Reserves	9,300,000.00
Restricted FRC	2,169,173.54
Restricted Build American Bonds	9,644,264.04
Invested in Capital Assets Net of Related Debt	184,417,190.53
Unrestricted	16,357,324.66

Total net position **221,887,952.77**

Total liabilities, deferred inflows and net position: **315,883,993.56**

FISCAL REPORT: MONTHLY SUMMARY HIGHLIGHTS – FEBRUARY 2022

I. BUDGET SUMMARY VS. ACTUAL (see attached report for details)

YEAR TO DATE (YTD) BUDGET & ACTUAL EXPENSES SUMMARY – AS OF FEBRUARY 2022

	<u>BUDGET</u>	<u>vs</u>	<u>EXPENSED</u>
· Operating Expenses	\$23,202,768		\$16,026,906
· Debt Principal Payment	5,170,095		4,998,368
· Capital Projects	<u>31,704,049</u>		<u>253,006</u>
TOTAL	<u>\$60,076,912</u>		<u>\$21,278,280</u>

REVENUES: VARIANCE = “ACTUAL” LESS “BUDGET”- POSITIVE INDICATES HIGHER PERFORMANCE THAN EXPECTED & NEGATIVE IS VICE VERSA.

- Total Revenue as of February 2022 was 27% below projection.
 - Water sales of \$19.2 million (M) was \$2.5M or 15% higher than projected.
 - Other Water Revenues - Revenues from Fire hydrants of \$1.5M and other receipts of \$69.2 thousand (K) were \$112.6K below projection.
 - Capital Contributions: Contributions from Federal & State Grants – \$537.8K.
 - Investment Income & Net Increase in FV of Investments –\$196.4K.
 - Miscellaneous Revenues - \$33.9K.

OPERATING EXPENSES: VARIANCE = BUDGET LESS ACTUAL

EXPENSES: POSITIVE VARIANCE INDICATES LOWER ACTUAL EXPENSES VS. BUDGET. **REVISED YTD BUDGET COLUMNS INCLUDE PO ROLLOVER FROM FY ENDING 2021.**

- YTD Operating Expenses before depreciation and amortization was \$16.0M. Total spending was \$7.3M lower than budget.
 - Employee Related Expenses –\$7.3M with a 16% positive variance.
 - Contracts & Services – \$3.2M with a 63% positive variance.
 - Professional Services, Other Services – Billing, Communication, Insurance and Repairs and Maintenance for non-water systems are the main items contributing to the 63% positive variance.
 - Fuel & Utilities – \$1.9M with a \$51.6K positive variance.
 - Bulk Water Purchase –\$1.1M with a 13% positive variance.
 - Office & Operating Supplies – \$739.8K with 19% positive variance.
 - Training, Travel & Meeting Expenses – \$48.0K or 60% positive variance.
 - Debt Service – Interest Expense - \$1.8M.
 - Depreciation & Amortization (non-cash expenses) is \$4.7M.

NET OPERATING INCOME:

- Net Operating Income before depreciation and amortization - \$5.4M.
- Net Operating Income after depreciation & amortization was a positive \$720.0K.

NON-OPERATING PROCEEDS & DISBURSEMENTS

- SRF Loan Proceeds – None.
- FRC – Facility Reserve Charge –\$516.6K.
- YTD Debt Principal Payment is \$5.0M.

CAPITAL PROJECTS BUDGET: YTD DISBURSEMENTS = \$253,005.67

- Capital Projects: Water Utility Fund - \$252.5K
- Capital Projects: FRC Fund – (\$4.8K)
- Capital Projects: BAB Fund - \$5.3K
- Capital Projects: SRF Loan Fund - None

II. COMPARATIVE CHARTS:

METERED CONSUMPTION:

- February 2022, monthly metered consumption of 283.2 million gallons (mg) increased by 27.8 mg as compared from the same month of FY 2021.
- Year to Date (YTD) metered consumption as of 2/28/22 was 2,726.1 mg with a YTD cumulative increase of 352.0 mg as compared from the same month of FY 2021.

III. COMPARATIVE BALANCE SHEET: SEE ATTACHED.

Statement of Net Position as of February 28, 2022 (unadjusted).

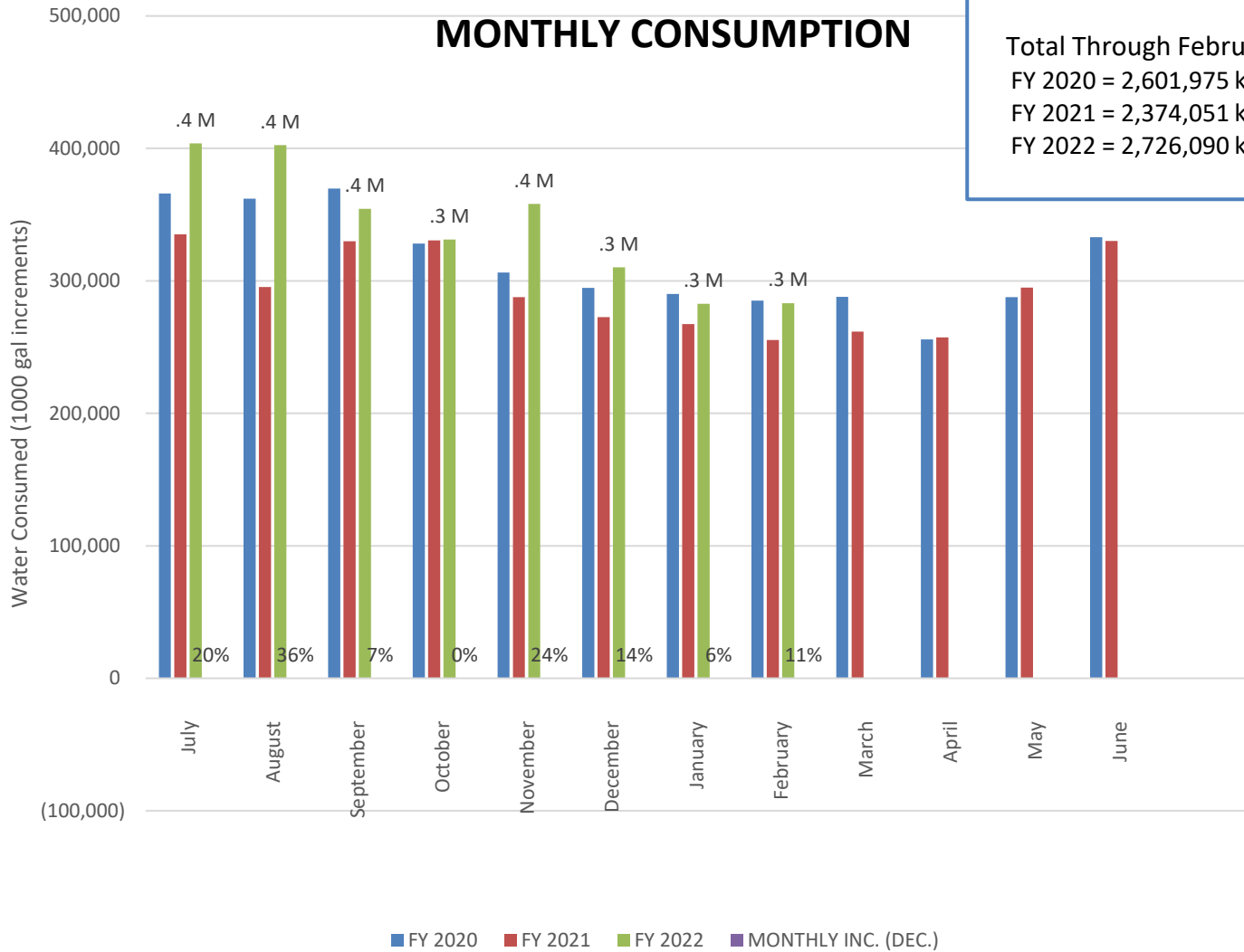
IV. OTHER FISCAL ONGOING ACTIVITIES/INITIATIVES:

- Proposed Annual Budget – in progress.
- FY 2021 Financial Audit completed, Audit Report was issued by Accuity, LLC. with unqualified opinion.
- Annual Water Audit – due 6/30/22.
- Notice to Proceed was issued to Raftelis Consultants to commence the Water Rate Study.
- MS Great Plains (GP) upgrade – no new update.
- Procurement in Process – Financial Accounting Audit Services.
- Procurement of Armored Car Services.
- Planned Procurement: Development of Financial Policies for DOW.
- Planned Procurement: Budget Program Solution – It will be addressed concurrently with the Financial Policies Development procurement.
- FEMA grant funding reimbursements: Cancelled by the DOW.

MY/

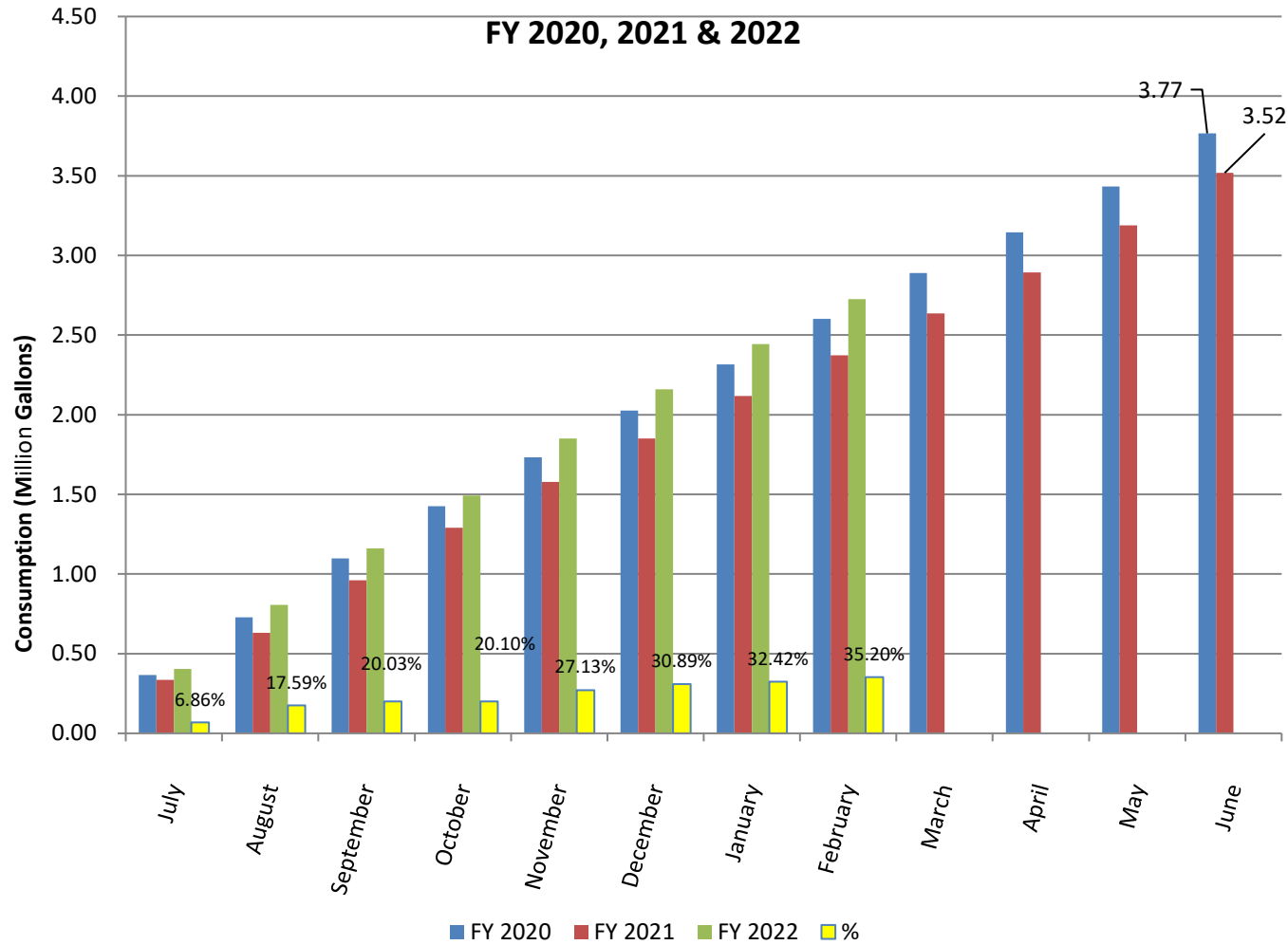
MONTHLY CONSUMPTION

Total Through February
 FY 2020 = 2,601,975 kgal
 FY 2021 = 2,374,051 kgal
 FY 2022 = 2,726,090 kgal

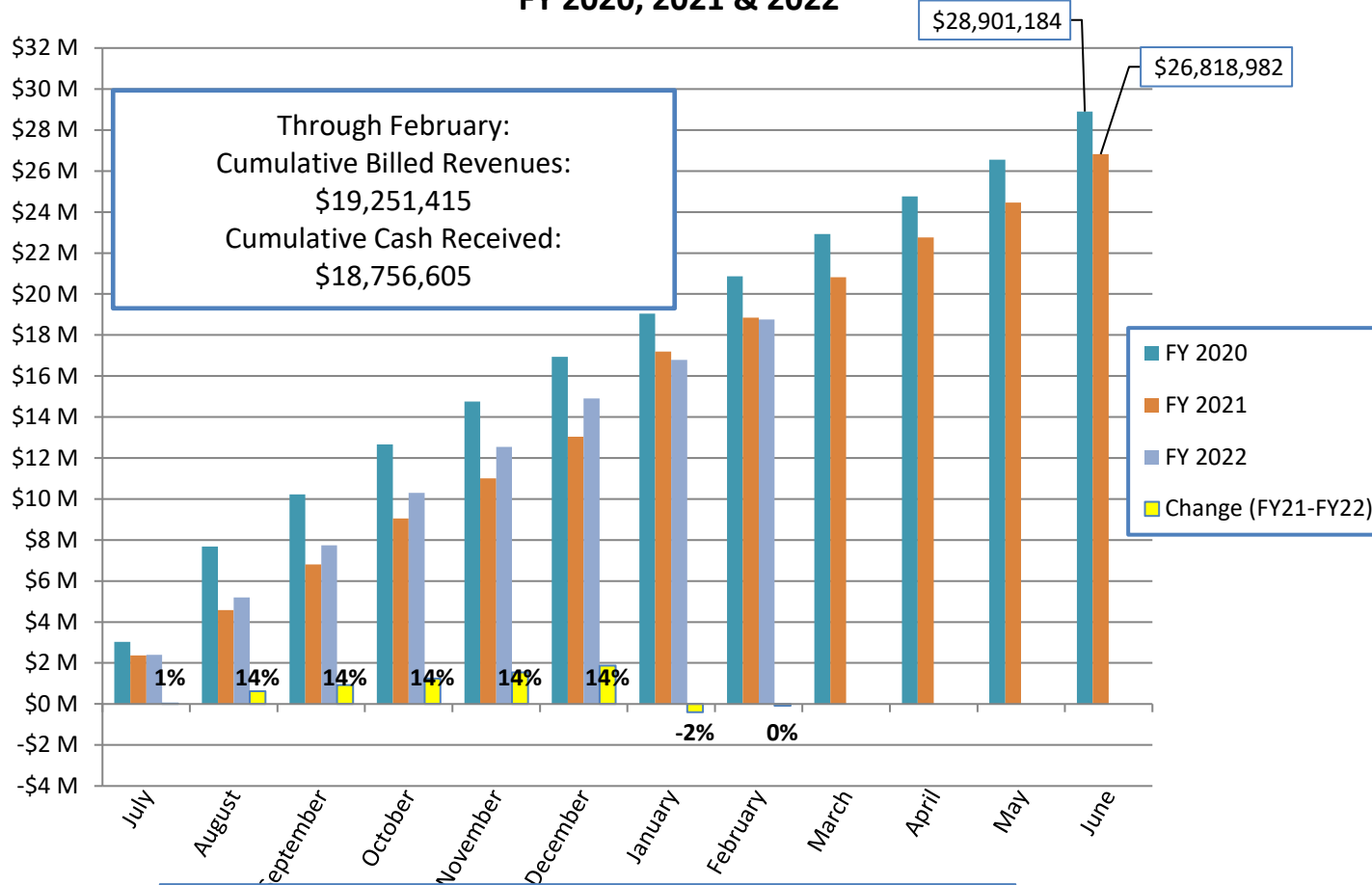


YTD CUMULATIVE WATER CONSUMPTION

FY 2020, 2021 & 2022



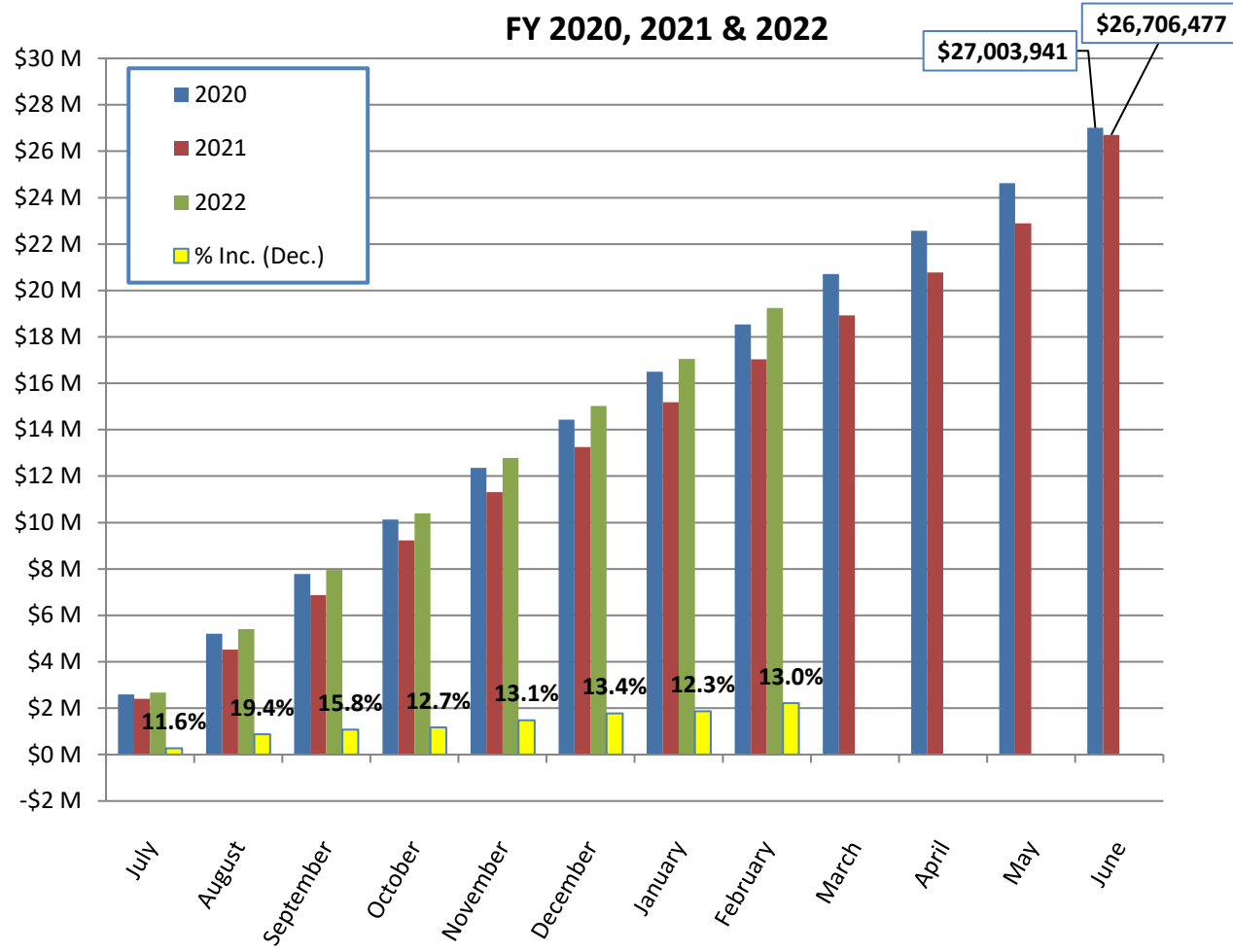
WU CUMULATIVE CASH RECEIPTS FY 2020, 2021 & 2022



Note: July '19-'20 receipts included a \$2.29 million state appropriation grant

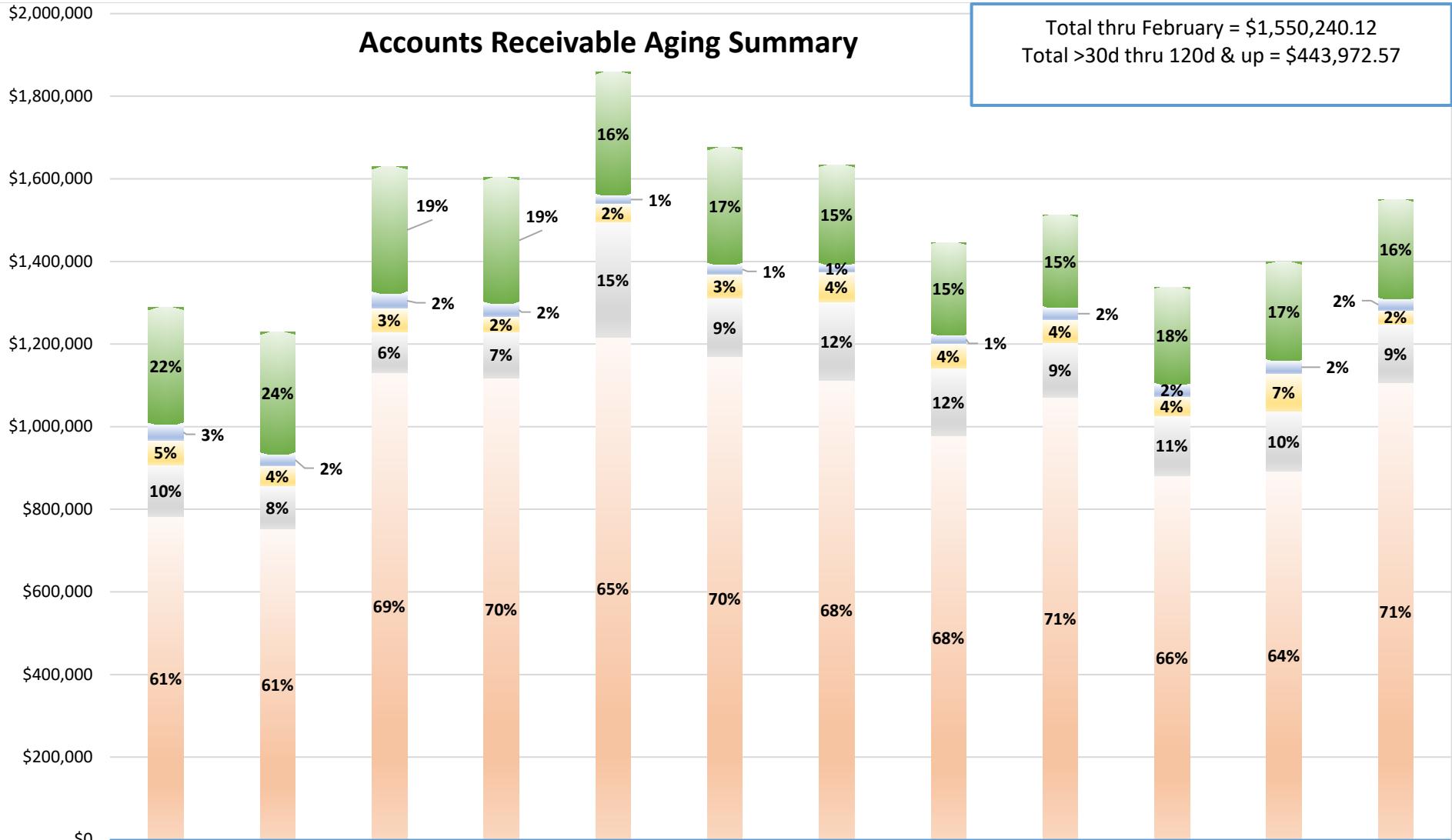
CUMULATIVE BILLED REVENUES

FY 2020, 2021 & 2022



Accounts Receivable Aging Summary

Total thru February = \$1,550,240.12
Total >30d thru 120d & up = \$443,972.57



	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22
121 days and over	\$282,746	\$295,191	\$305,635	\$304,593	\$299,428	\$282,882	\$240,783	\$223,428	\$224,064	\$235,516	\$238,389	\$241,358
91-120 days	\$38,586	\$28,801	\$36,974	\$31,973	\$20,378	\$23,726	\$18,305	\$21,463	\$30,065	\$29,192	\$31,305	\$27,490
61-90 days	\$59,276	\$48,425	\$56,984	\$36,744	\$44,461	\$57,021	\$73,096	\$59,044	\$55,620	\$47,341	\$90,933	\$33,108
31-60 days	\$125,361	\$103,880	\$99,573	\$111,658	\$278,491	\$142,845	\$189,626	\$163,726	\$132,167	\$144,413	\$145,059	\$142,017
0-30 days	\$782,492	\$752,624	\$1,129,799	\$1,117,983	\$1,216,650	\$1,169,088	\$1,111,708	\$977,992	\$1,070,638	\$881,641	\$892,283	\$1,106,268

Assets and Deferred Outflows

Current Assets

Cash	\$6,828,179.50
Equity interest in pooled investments	6,532,721.54

Receivables:

Accounts, net of allowance for doubtful accounts	1,564,603.92
Due from other funds	
Unbilled accounts	1,600,825.50
Grants and subsidies	894,053.11
Accrued interest	161,209.36
Total receivables	<u>4,220,691.89</u>

Materials and supplies	1,006,099.32
Prepaid expenses	45,231.85
Total current asset	<u>18,632,924.10</u>

Restricted Assets:

Facility reserve charge funds:

Cash	1,842,255.32
Equity interest in pool investments	
Accounts receivable and other	383,165.59
Total facility reserve charge funds	<u>2,225,420.91</u>

Bond funds:

Cash	1,188,909.22
Equity interest in pooled investments	8,513,584.67
Accrued interest	15,114.94
Total bond funds	<u>9,717,608.83</u>

Total restricted assets	<u>11,943,029.74</u>
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Equity Interest in Pooled Investment - Noncurrent

Investment - Non-Current	26,563,189.70
Investment - Reserves	9,300,000.00
Investment - Debt Service Reserve	
Total Equity Interest in Pooled Investment - Noncurrent	35,863,189.70

Utility Plant:

In service	349,374,384.90
Accumulated depreciation	(127,120,481.22)
Total utility plant	<u>222,253,903.68</u>

Construction work in progress	19,216,413.70
Total property, plant and equipment	<u>241,470,317.38</u>

Total assets	307,909,460.92
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Deferred Outflow of Resources - Deferred Refunding Costs, net	<u>7,892,594.92</u>
Total assets and deferred outflows	315,802,055.84
*Allowance for doubtful accounts	(212,633.28)

Liabilities and Net Position

Current Liabilities:

Accounts payable and accrued liabilities	1,603,387.98
Contracts payable, including retainages	648,332.41
Accrued Vacation And Compensatory Pay, current portion	489,394.54
Due to/Due From Other Funds	
Customer overpayment	221,225.73
Customer deposits and advances	511,468.51
Current portion of long term debt	5,170,094.58
Current portion of capital lease obligation	
Total current liabilities	<u>8,644,115.48</u>

Long-Term Debt	51,842,915.94
Capital Lease Obligation	
OPEB & Retirement Benefits	29,042,207.11
Accrued Vacation and Compensatory Pay	1,061,073.85
Deferred Inflow of Assets	<u>3,349,684.00</u>
Total liabilities and deferred inflows:	<u>93,939,996.38</u>

Net Position:

Water Utility Reserves	9,300,000.00
Restricted FRC	2,217,570.15
Restricted Build American Bonds	9,610,576.16
Invested in Capital Assets Net of Related Debt	184,362,782.70
Unrestricted	16,371,130.45

Total net position	<u>221,862,059.46</u>
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Total liabilities, deferred inflows and net position:	<u><u>315,802,055.84</u></u>
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DEPARTMENT OF WATER

County of Kaua'i

"Water has no Substitute – Conserve it!"

INFORMATION & EDUCATION SPECIALIST REPORT

February 24, 2022

Public Notices and Announcements

All news releases are sent to statewide media partners, published online via the Department's Facebook page and on the County of Kaua'i's website at www.kauai.gov/press-releases. Notices labeled as a Public Service Announcement (PSA) are shared directly with local radio stations, newspaper and posted on the Department's Facebook page. Additionally, roadwork notices are emailed to the Department of Transportation (DOT) communications office.

Service Announcements:

<i>Date Issued</i>	<i>Water System & Affected Service Areas</i>	<i>Announcement</i>	<i>Effective Date & Times</i>	<i>Other Notices</i>
01/18/2022	n/a	Business by phone unavailable until further notice – due to technical issue	Jan. 18, 2022 Approx. 8 a.m.-11 a.m.	
01/18/2022		DOW resumes business by phone		
02/07/2022	KAPA'A - portion of Kuamo'o Road, Iliki Street, Hie Street, Molo Street, Alahahele Street, Lihau Street, Pa'ako Street, Kuhoho Street and Aleo Street.	Emergency water service shutdown due to 8-inch main break; partial lane closure	February 7, 2022 10 a.m. to 1 p.m.	Blackboard CTY

Public Relations Program

Community Outreach & Education

- The Department's "Wise Water Wednesday" campaign for the month of February includes locating your water meter, water emergency preparedness reminders, outdoor water tips and billing service information. The weekly media campaign is published on the Department's Facebook page, in radio advertisements and via print banner ad in the Garden Island Newspaper.
- PR is working on its participation in the national, "Fix a Leak Week" campaign on March 14-18, 2022, in partnership with the Environmental Protection Agency (EPA) WaterSense program. This year's campaign focuses on toilet leak detection and community outreach. PR has secured an in-store partnership with Tanaka Hardware Store to offer free toilet leak detection tablet brochures during the month of March in honor of "Fix a Leak". Additional outreach will include in-lobby and community displays to distribute toilet tablets and leak detection starter kits.

Upcoming Community Outreach & Educational Events

- EPA National Fix a Leak Week – March 14-18, 2022

Project WET (Water Education Today) Hawaii

- Project WET USA's Annual Conference is scheduled for August 8-11, 2022, in Spokane, Washington.
- Jonell Kaohelaulii continues to serve on WET teams and attended the newsletter committee meeting on Feb. 3, 2022.

Attachments: *KauaiNowNews* (Water Shutoff Today Around Kuamo'o Road)

DEPARTMENT OF WATER

County of Kauaʻi

“Water has no Substitute – Conserve it!”

INFORMATION & EDUCATION SPECIALIST REPORT

March 24, 2022

Public Notices and Announcements

All news releases are sent to statewide media partners, published online via the Department’s Facebook page and on the County of Kauaʻi’s website at www.kauai.gov/press-releases. Notices labeled as a Public Service Announcement (PSA) are shared directly with local radio stations, newspaper and posted on the Department’s Facebook page. Additionally, roadwork notices are emailed to the Department of Transportation (DOT) communications office.

Service Announcements:

<i>Date Issued</i>	<i>Water System & Affected Service Areas</i>	<i>Announcement</i>	<i>Effective Date & Times</i>	<i>Other Notices</i>
02-14-2022	KAPA’A – Mailihuna Road and Kolohala Road	Temporary water shutdown scheduled to test the system for upcoming work	Feb. 16 from 2 p.m. to 4:30 p.m.	BlackBoard CTY
2-14-2022	KAPA’A – Hassard Road and Annie Road	Water service shutdown scheduled for valve replacement work	Feb. 15 from 10 a.m. to 2 p.m.	BlackBoard CTY
02-17-2022	KAPA’A – Mailihuna Road, Kolohala Road, Silva Road, Makamaka Street and Keapana Road	Overnight water service shutdown to allow contractor to conduct valve relocation work. Low water pressure anticipated for nearby roads.	Feb. 23-24 from 9 p.m. to 5 a.m.	BlackBoard CTY Electronic message boards posted Email notice to Kapa’a High and Elementary
03-03-2022	n/a	DOW employees honored for commendable service and outstanding teamwork	n/a	Garden Island Newspaper <i>(Attached)</i> KauaiNewsNow.com <i>(Attached)</i>
03-09-2022	n/a	Leak detection toilet tablets, kits offered during “Fix a Leak Week”	March 14-19, 2022	

Public Relations Program

Community Outreach & Education

- The Department’s “Wise Water Wednesday” campaign for the month of March includes conservation tips, Fix a Leak Week campaign messages, “how to locate your meter” and bill payment options. The weekly media campaign is published on the Department’s Facebook page, in radio advertisements and via print banner ad in the Garden Island Newspaper.

- The Department is participating in the national, “Fix a Leak Week” campaign March 14-18, 2022, in partnership with the Environmental Protection Agency (EPA) WaterSense program. Free leak detection kits and toilet tablets will be offered in the main lobby along with educational display boards to promote conservation efforts and leak detection. PR staff has also secured an in-store countertop display with Tanaka Hardware Store in Līhu'e to offer free toilet leak detection tablet brochures to patrons and has provided use of a faucet and sink for display in the DOW main lobby.

Upcoming Community Outreach & Educational Events

- EPA National Fix a Leak Week – March 14-18, 2022
- AWWA National Drinking Water Week – May 1-7, 2022

Project WET Hawaii

- Jonell Kaohelaulii met with Hawai'i Rural Water Association (HRWA) on March 7 to discuss continuing partnership opportunities for Project WET programs and its statewide outreach. HRWA's Project WET-trained staff will be instrumental to the program's statewide outreach; including local Kaua'i events such as the Department's “Make a Splash festival”. An educator workshop is being planned in May, as part of the HRWA's Training and Technical Conference.
- Project WET is hosting the first Educator workshop of the year on March 12 in Kapolei on O'ahu. The workshop is being coordinated by Facilitator, Tonya Ketza of the City & County of Honolulu – Storm Water Branch.

Attachments: *KauaiNowNews* (County Department of Water employees honored)
 GardenIsland (DOW commends employees' teamwork)

Kauai News

County Department of Water Employees Honored

Posted March 6, 2022, 8:42 AM HST



Several Kaua'i County Department of Water crewmembers were recently honored during a meeting of the county's Board of Water Supply. (Photos courtesy of Kaua'i County)

The Kaua'i Board of Water Supply recently honored several employees of the county Department of Water.

The DOW recognized 11 employees, including two recipients of the department's Employee of the Year awards, during the Water Board's February meeting.

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According to a news release, Darwin “Zoom” Bukoski and Terrilyn Amorin were announced as the 2021 Employees of the Year for demonstrating sustained excellence in their performance and dependability.

“Congratulations to Zoom and Terrilyn on this excellent achievement and to the crew members for their commitment to service,” said Water Board Chairperson Julie Simonton. “We thank you all for your hard work and significant contributions to the department.”

“He accepts the greater responsibility and goes above and beyond his job duties to keep the water flowing,” said an excerpt from Bukoski’s acknowledgement and Water Board Resolution No. 22-12. “Zoom was one of two personnel that dropped everything over the weekend and hiked through muddy terrain to replenish dwindling water disinfection chemicals and perform electro-mechanical repairs in Hanalei, Wainiha, Hā’ena after the areas were isolated due to a landslide on Kūhiō Highway.”



Terrilyn Amorin and Darwin “Zoom” Bukoski were named the DOW’s 2021 Employees of the Year.

Amorin is described by her DOW colleagues in Water Board Resolution No. 22-13 as a “dependable and reliable employee that always goes above and beyond in assisting both billing and accounting sections and other divisions when needed.” She has also spearheaded the Department’s annual participation in the Kaua’i United Way fundraiser, food drive collections and the Salvation Army’s Angel Tree.

“Our employees continuously perform above and beyond their job duties to provide dependable service for customers from Kekaha to Hā’ena,” said DOW Manager and Chief Engineer Joe Tait. “It is my pleasure to congratulate these employees for their diligent efforts put forth every day serving customers and their teammates.”

DOW’s Kreig Medeiros, Darren Horner, Ryan Fu, Stetson Raposas, Reid Samio, Jeffrey Silva and Michael Mack, alongside Water Service Supervisor Chris Nakamura and Field Operations Superintendent Virgil Kapanui, were also acknowledged in appreciation for their teamwork, performance and dedication to the department and to communities they serve.

-continue-

According to the news release, the crewmembers demonstrate teamwork by completing timely repairs and maintenance to water mains and service laterals, conducting upgrades to cross-country lines, installing fire hydrants, valve maintenance, clay valve piping, performing traffic control and more.

Pipefitter leads Silva and Mack were also highlighted for their safety, wisdom, knowledge and guidance for their crews.

"We received many compliments from residents commending these crew members for their excellent service and team efforts therefore, it is an honor to recognize them today," Tait said. "They work in many uncertain situations, including long hours and hazardous weather, to keep water service on. I would also like to thank their families for their understanding of the time spent away from them, sometimes not knowing what time they will come home."

-end-

Kauai News

Water Shut Off Today Around Kuamo'o Road

Posted February 7, 2022, 10:49 AM HST



An emergency water service shutdown scheduled for a portion of Kuamo'o Road from Opaeka'a Road to Pa'ako Street will happen today, the Department of Water announced.

The affected area includes: Iliki Street, Hie Street, Molo Street, Alahele Street, Lihau Street, Pa'ako Street, Kuhoho Street and Aleo Street. Water service will be turned off from approximately 10 a.m. to 1 p.m. today to conduct urgent repairs to a recent 8-inch mainline break.

Additionally, a one-lane road closure with flagger personnel will be in place on Kuamo'o Road during the repairs.

Customers located in the affected service area are advised to prepare for the water service shutdown by taking the following steps:

- Store water to meet your needs until service can be restored.
- Notify neighbors, family and friends of the water service shutdown.
- Those with faulty water heaters should ensure their water heater does not empty during the shutdown.
- Monitor updates on the water service shutdown online at <http://www.facebook.com/KauaiDOW>.

For more information, call the Department of Water at 245-5461.

DOW workers employees honored for teamwork

Amorin, Bukoski are Employees of the Year

THE GARDEN ISLAND

LIHU'E — The county Department of Water recognized 11 employees, including two recipients of the department's Employee of the Year awards, during the Kaua'i Board of Water Supply's February meeting. Darwin "Zoom" Bukoski and Terrilyn Amorin were announced as the DOW Employees of the Year for demonstrating sustained excellence in their performance and dependability throughout the year.

"Congratulations to Zoom and Terrilyn on this excellent achievement, and to the crew members for their

commitment to service. We thank you all for your hard work and significant contributions to the department," said BWS Chairperson Julie Simonton.

"He accepts the greater responsibility and goes above and beyond his job duties to keep the water flowing," a resolution reads regarding Bukoski.

"Zoom was one of two personnel that dropped everything over the weekend and hiked through muddy terrain to replenish dwindling water-disinfection chemicals and perform electro-mechanical repairs in Hanalei, Wainiha, Ha'ena after the areas were isolated due to a landslide on Kuhio Highway."

Amorin is described by her DOW colleagues in

KBWS Resolution No. 22-13 as a "dependable and reliable employee that always goes above and beyond in assisting both billing and accounting sections and other divisions when needed."

She has also spearheaded the DOW's annual participation in the Kaua'i United Way fundraiser, foodbank food drive collections and The Salvation Army's Angel Tree.

"Our employees continuously perform above and beyond their job duties to provide dependable service for customers from Kekaha to Ha'ena," said DOW Manager and Chief Engineer Joe Tait. "It is my pleasure to congratulate these employees for their diligent efforts put forth every day serving customers and their team-

mates." Kreig Medeiros, Darren Horner, Ryan Fu, Stetson Raposas, Reid Samio, Jeffrey Silva and Michael Mack, Water Service Supervisor Chris Nakamura and Field Operations Superintendent Virgil Kapanui were also acknowledged in appreciation for their outstanding teamwork, superior performance and dedication.

The crewmembers demonstrate teamwork on the job, completing timely repairs and maintenance to water mains and service laterals, conducting upgrades to cross country lines, some located at 240-foot elevations, installing fire hydrants, valve maintenance, clay valve piping, performing traffic control and more. "I would also like to thank



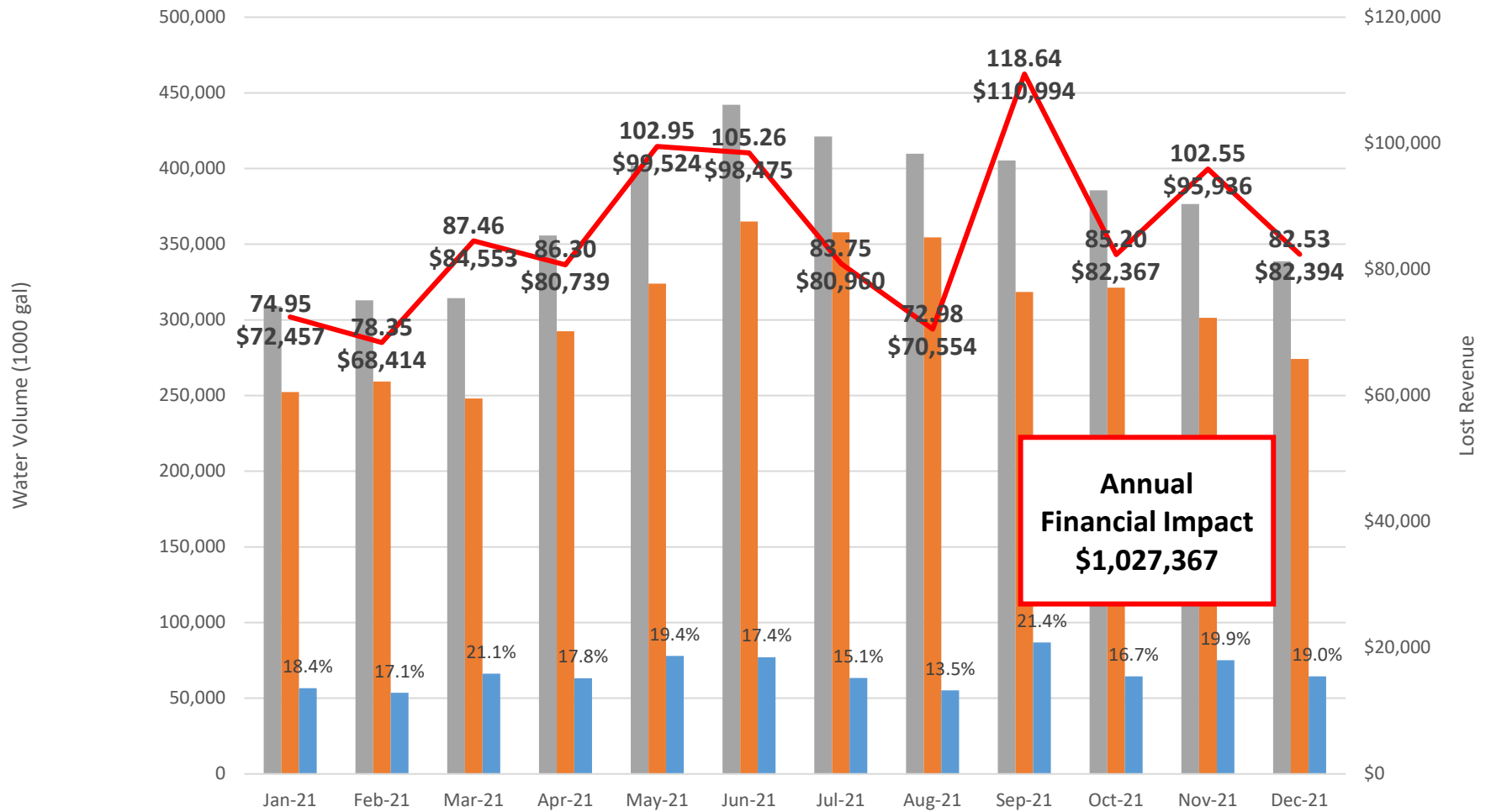
CONTRIBUTED BY COUNTY DEPARTMENT OF WATER

Terrilyn Amorin and Darwin "Zoom" Bukoski are the county Department of Water 2021 Employees of the Year.

their families for their understanding of the time spent away from them,

sometimes not knowing what time they will come home," Tait said.

Monthly Water Audit January 2021 - December 2021



	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21
Produced	309,068	312,917	314,312	355,704	401,828	442,170	421,226	409,825	405,337	385,707	376,586	338,739
Customer Meter Read	252,328	259,343	248,100	292,478	323,892	365,056	357,828	354,575	318,419	321,207	301,460	274,217
Waterloss	56,740	53,574	66,212	63,226	77,936	77,114	63,398	55,250	86,918	64,500	75,126	64,522
Waterloss	\$72,457	\$68,414	\$84,553	\$80,739	\$99,524	\$98,475	\$80,960	\$70,554	\$110,994	\$82,367	\$95,936	\$82,394

Operations Services Dashboard

Month	Leak Repairs	Calls for Service	Meters Installed and Replaced	Temporary Hydrant Meters	Work Orders Issued	Work Orders Closed	One Call Requests	Auto Repair Shop	Hydrants Hit
Jan-22	36	207	171	1	293	265	29	20	2
Feb-22	35	184	45	2	361	171	43	12	1
Mar-21	36	215	30	2	345	167	31		0
Apr-21	36	217	76	0	182	174	33		2
May-21	26	229	53	2	167	165	51		2
Jun-21	40	211	74	2	167	162	18		1
Jul-21	33	191	103	0	176	165	13		1
Aug-21	27	220	99	3	187	184	18		6
Sep-21	19	193	106	1	180	175	39		1
Oct-21	32	198	23	0	146	101	25		1
Nov-21	28	189	13	0	126	118	47	12	4
Dec-21	27	193	15	1	131	113	24	18	0*

Operations Contract Dashboard

Open for Bid

Type	Contract Number	Job Number	Title	Contractor/Vendor

Awaiting Board Approval

Type	Contract Number	Job Number	Title	Contractor

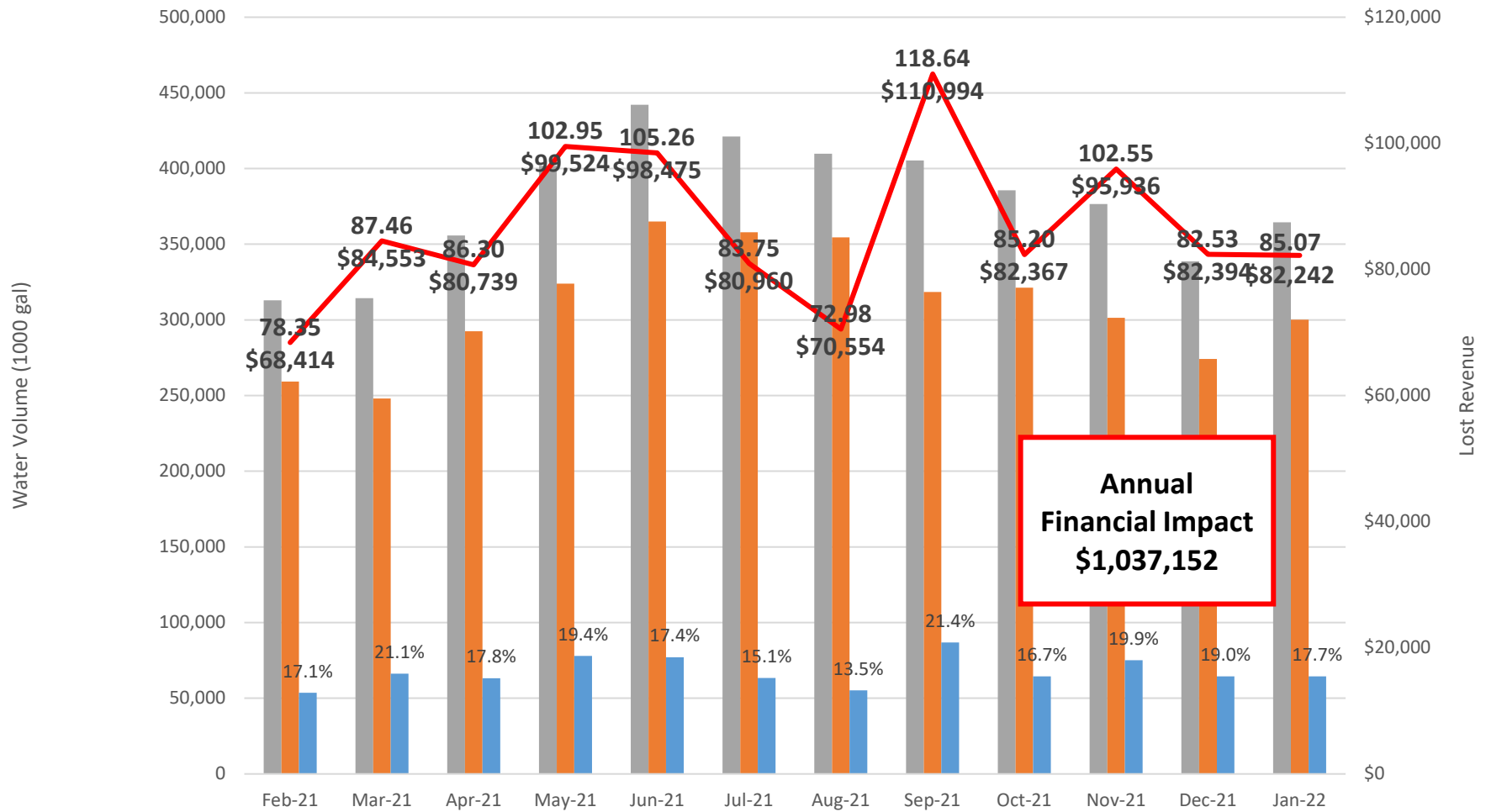
Processing/Notice to Proceed

Type	Contract Number	Job Number	Title	Contractor

Highlights

1. Estimated non-revenue water due to flushing and reported leaks for the month of February is 272,996 gallons
2. Hazmat Survey Report - draft report received
3. Kilohana on-site sodium hypochlorite housing structure design contract pending quote from consultant.

Monthly Water Audit February 2021 - January 2022



	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22
Produced	312,917	314,312	355,704	401,828	442,170	421,226	409,825	405,337	385,707	376,586	338,739	364,525
Customer Meter Read	259,343	248,100	292,478	323,892	365,056	357,828	354,575	318,419	321,207	301,460	274,217	300,122
Waterloss	53,574	66,212	63,226	77,936	77,114	63,398	55,250	86,918	64,500	75,126	64,522	64,403
Waterloss	\$68,414	\$84,553	\$80,739	\$99,524	\$98,475	\$80,960	\$70,554	\$110,994	\$82,367	\$95,936	\$82,394	\$82,242

DEPARTMENT OF WATER

County of Kaua'i

"Water has no Substitute – Conserve It!"

MANAGER'S UPDATE

February 24, 2022

Pursuant to Board Policy No. 3

CONTRACTS AWARDED/EXTENSION/AMENDMENTS:

1 SEVENTH AMENDMENT TO CONTRACT NO. 637 AS NEEDED CONSTRUCTION MANAGEMENT SERVICES WITH R.M. TOWILL CORPRATION FOR A CONTRACT TIME EXTENSION THROUGH JUNE 30, 2022, WITH NO ADDITIONAL FUNDING

FUNDING:

Account No.	10-21-10-540-010			
Acct Description	WU/Const/Admin/Professional Services-General			
Funds Available	Per Waterworks Controller		\$	N/A
Contract No.	637			
Vendor	R.M. Towill Corporation			
	Contract Amount	\$	200,000.00	
	PAO#1R	\$	400,405.00	
	First Amendment	\$	0.00	
	Second Amendment	\$	440,000.00	
	Third Amendment	\$	0.00	
	Fourth Amendment (PAO#3)	\$	236,479.00	
	Fifth Amendment	\$	0.00	
	Sixth Amendment (PAO#4)	\$	190,508.00	
	Total Funds Certified to Date	\$	1,467,392.00	
Seventh Amendment:				
	Contract Time Extension	\$	0.00	\$
	Total Amendment	\$	0.00	
	Contract Amount to Date	\$	1,467,392.00	
	Fund Balance		\$	N/A

BACKGROUND:

Contract NTP Date: June 26, 2017
 Original Contract End Date: June 25, 2019
 First Amendment Contract End Date: December 31, 2019
 Second Amendment Contract End Date: September 30, 2020
 Third Amendment Contract End Date: February 28, 2021
 Fourth Amendment Contract End Date: June 30, 2021
 Fifth Amendment Contract End Date: December 31, 2021
 Seventh Amendment Contract End Date: June 30, 2022

Approved First Amendment to Contract No. 637:

Unanticipated delays during the design phase caused the construction work to proceed later in construction than originally planned, resulting in the contract work extending beyond the original contractual limit. The Department of Water (DOW) was unable to attract qualified engineering and inspection staff. This impacted our Construction Management (CM) ability to manage projects with current staff and was exacerbated with the infusion of the state appropriation funding projects such as the Hanapēpē Waterlines project (Job No. 15-07) that RM Towill Corporations (RMTC) has been utilized as our As Needed Construction Manager. Although the cost for As-Needed CM project management and inspectional services are extremely high compared to staff costs, the DOW was at a point of no other choice to meet the project construction deadlines but to use the As-Needed CM contract. The Board approved additional funding for this project at the June 22, 2018, meeting and RMTC was given notice to proceed as the As Needed Construction Manager via Project Assignment Order #1 on June 30, 2018.

The original contract language and Project Assignment Order #1 did not clearly state that the monthly rental of housing in lieu of a hotel room is allowed. In June of 2018 when the DOW received RMTC's proposal, they included \$82,750.00 for airfare and \$14,000 for car rental. During the June 22, 2018, Board meeting, DOW staff mentioned to the Board having RMTC look for housing on island to lower travel costs. They secured a condo at approximately \$1,850 per month that is furnished. The amendment was approved by the Board at the August 24, 2018, meeting to realize cost savings.

Approved Second Amendment to Contract No. 637:

There have been numerous unanticipated delays during construction with the biggest being the redesign of the waterline crossing the historic Hanapēpē Bridge and encountering petroleum contaminated soils in Hanapēpē Town. The redesign of the waterline crossing is nearing completion and the proposed plan in dealing with contaminated soils is currently being formulated. Due to these delays, a contract amendment to extend the contract to September 30, 2020, and an additional \$440,000.00 in funding for the span from the current contract end date of December 31, 2019, to September 30, 2020, is necessary to complete the construction management portion of the project.

Approved Third Amendment to Contract No. 637:

The COVID 19 pandemic required a stop work order for a portion of late March through early May 2020. For this reason, the contractor schedule of physical construction had been delayed until October 2020. It was anticipated that project close out could take several months after that. Due to these delays, a contract amendment to extend the contract to February 28, 2021, for the span from the contract end date of September 30, 2020, to February 28, 2021, was necessary to complete the construction management portion of the project. There was sufficient funding remaining, so it was only a time extension to the contract.

Approved Fourth Amendment to Contract No. 637:

There are costs related to the County of Kaua'i travel program related to COVID 19 pandemic that are being acknowledged with this contract amendment. This amendment also extended the project completion date by 122 calendar days for a revised contract end date of June 30, 2021. The time extension allowed pay out of PAO 1R and 2, which were issued prior to the current February 28, 2021, contract end date. Project Assignment Order No. 3 was also issued to continue project management and inspectional services through June 30, 2021.

Approved Fifth Amendment to Contract No. 637:

Contract time extension to December 31, 2021, is needed due to project construction delays.

Approved Sixth Amendment to Contract No. 637:

Project Assignment Order No. 4 for continued project management and inspectional service activities to bring the project to its anticipated closure of December 31, 2021.

Proposed Seventh Amendment to Contract No. 637:

Contract time extension to June 30, 2022, for continued project management and inspectional service activities to complete closure of the project.

PERSONNEL MATTERS

Please reference following pie chart attachment.

EMPLOYEE RECOGNITION:

East Side Crew:

- Kreig A. Medeiros, Pipefitter Helper
- Darren M. Horner, Pipefitter
- Ryan D. Fu, Pipefitter
- Stetson L. Raposas, Equipment Operator II
- Reid Samio, Equipment Operator II
- Jeffrey Silva, Lead Pipefitter
- Michael Mack, Lead Pipefitter
- Chris C. Nakamura, Water Service Supervisor III
- Virgil R. H. Kapanui, Water Field OPS Superintendent

We would like to acknowledge this outstanding team for their hard work and dedication to the Department of Water.

They demonstrate superior work on the job such as repairing mainlines, service laterals, service lateral installations, upgrading cross country lines, fire hydrant and ARV repairs, upgrading PRV's, clay valve piping, valve maintenance, flushing lines and traffic control. These two individuals provide safety, wisdom, knowledge, and guidance for their crews to get to the next level.

Jeffrey Silva and Michael Mack and their crew work in many uncertain situations such as long hours, hazardous weather e.g., heavy rain, hot/humidity, night emergencies, and so forth.

These men are an asset to the department, and they will most definitely move up in the company.

We would also like to thank their families for understanding all the time spent away from them, sometimes not knowing when they will come home from work.

IT Focus: Issues and Timelines

To briefly address questions from the December 23, 2022 board meeting regarding plans and timelines pertaining to issues highlighted as *IT General Control Deficiencies - Significant Deficiencies*, the following steps to resolve these issues and associated resolution dates are as follows:

Findings:

Logical Security

- *Formal security procedures are not consistently followed for terminated Customer Care & Billing (CC&B) users.*

Response: There is an Add/Delete/Change User Account (ADCUA) form. Among other things, it lists devices and software licenses we provide to an incoming employee and a checklist of items to do and retrieve when one leaves. We are in the midst of redefining the process. Instead of an IT Manager's "approval", we are looking at a "check-off" meaning that upon leaving the Department, we would provide a list of assets to be returned and a list of software used so the employee may be removed, and the Division Head can decide on the next person to assign an account or place it back in a pool.

Oracle CC&B is one of the external software applications used in Fiscal. A third-party hosting CC&B uses our ADCUA form to add, change, and delete users. This portion is already functioning as expected.

- *Password security requirements do not comply with the Department's policies and procedures.*

Response: We are enhancing SOP45 describing the Department's policies and procedures concerning proper and professional use of all Department's property (PC's software, hardware, data files, etc.) to include best practice protocol for password and permission security.

- *Informal patch management process for critical systems.*

Response: We need to define our network map, determine age and lifespan of server hardware, locate backup and practice recovery for critical systems, and develop a patch management or strategy to address vulnerabilities.

We have already commenced working on known problems and the timeline for the full completion depends upon decisions to patch, repair, or replace. This is expected before our next quarterly report.

- *Lack of security awareness training.*
- *Lack of vulnerability assessment.*

Response: We are working with a confidential security advisor with awareness and delivery capabilities from a federal, state, and local security perspective. Along with a network vulnerability assessment, services listed are awareness training and playbooks, access to a vulnerability database, and incident coordination.

Physical Security

- *Various employees have physical access to the server room with no monitoring control in place to detect unauthorized events.*

Response: Keys are now configured that only IT and those with master keys have access to server rooms. Entries to rooms with cyber-locks are recorded.

Change Management

- *Lack of formal change management policies and procedures for GP.*

Response: IT is working with our controller to study where and how DOW uses GP within our organization. Along with Great Plains (GP), DOW will learn how all application changes are done and work towards a model that works with the personnel and/or industry.

MANAGER'S UPDATE

Re: Manager's Update for January 2022 to February 2022

February 24, 2022

Page 5 of 5

Not only for GP, IT, along with our Manager, are studying all business processes in the Department. As with our hardware, once processes are mapped, DOW can reassess our needs and make decisions to keep, upgrade or replace. Should have a better handle on this by the time our FY2023 budgets are finalized before July.

Mgrrp/Manager's Update (February 24, 2022):mja

DEPARTMENT OF WATER

County of Kaua'i

"Water has no Substitute – Conserve It!"

MANAGER’S UPDATE

March 24, 2022

Pursuant to Board Policy No. 3

CONTRACTS AWARDED/EXTENSION/AMENDMENTS:

1 CONTRACT NO. 723, PROFESSIONAL SERVICES 2022-PROF-1, JOB NO. 21-05, AS NEEDED SURVEYING 2022-2024 AWARDED TO ESAKI SURVEYING & MAPPING, INC. IN THE AMOUNT OF \$20,000

FUNDING:

Account No.	10-20-10-540-010			
Acct Description	Professional Services			
Funds Available	Verified by WWC		\$	20,000.00
Contract No.	723			
Vendor	Esaki Surveying & Mapping, Inc.			
	Contract Amount	\$	20,000.00	
	5% Contingency	\$	N/A	
	Total Funds Certified	\$	20,000.00	
Fund Balance			\$	0.00

BACKGROUND:

This project will allow for efficient timing for as needed surveying work to be performed for the department when the need arises. The Review and Selection Committee conducted evaluations and its recommendation was approved by the Manager to negotiate a contract with Esaki Surveying & Mapping, Inc. We have reviewed Esaki Surveying’s proposed hourly rates and find it acceptable.

OTHER ITEMS OF INTEREST:

- Billing
- Permit process
- Personnel matters
- Budget – reorganization
- Department P3 – Policies, Practices and Procedures
- New employees and Service Recognition

PERSONNEL MATTERS

Please reference following pie chart attachment.

% Vacancy Within Each Division Level

