

Tim

COUNCIL MEETING NOTICE and AGENDA

WEDNESDAY, AUGUST 19, 2009

9:00 A.M. OR SOON THEREAFTER

COUNCIL CHAMBERS
Historic County Building
4396 Rice Street, Room 201
Līhu'e, Kaua'i, Hawaii

OFFICE OF THE COUNTY CLERK

09 AUG 13 P5:55

RECEIVED

MEETING CALLED TO ORDER.

ROLL CALL.

APPROVAL OF AGENDA.

MINUTES of the following meetings of the Council:

Council Meeting of July 22, 2009

COMMUNICATIONS:

C 2009-277 Communication (07/14/2009) from the Chief, Engineering Division, transmitting for Council consideration a Resolution establishing a 15 m.p.h. speed limit for the entire length of the Iwipolena Road Extension within the Kekaha Residential Unit 4 Subdivision. (***See Resolution No. 2009-51***)

C 2009-278 Communication (07/24/2009) from the Director of Personnel, transmitting for Council information, the fourth quarter reports (April-June 2009) relative to vacancies, established positions, new hires, reallocations, and promotions. (***Report on file in the County Clerk's Office.***)

C 2009-279 Communication (07/29/2009) from Councilmember Derek S.K. Kawakami, providing written disclosure regarding his oral declaration at the July 22, 2009 Council Meeting of a possible conflict of interest on communication C 2009-253 and Proposed Draft Bill No. 2321 (relating to plastic bag reduction), because of his family's involvement in a retail establishment at which he is employed.

- C 2009-280 Communication (07/31/2009) from the Director of Finance, transmitting for Council information the Period 12 Financial Reports – Statement of Revenues as of June 30, 2009. (***Statement of Revenues- Estimated and Actual, Statement of Expenditures and Encumbrances, Revenue Report (Listing), and Detail Budget Report on file in the County Clerk’s Office.***)
- C 2009-281 Communication (08/07/2009) from Council Chair Bill “Kaipo” Asing, informing the Council that the County’s Auditor, R.C. Holsinger Associates, P.C., will be present to update the Council on the progress of the 2009-2010 fiscal year audit.
- C 2009-282 Communication (06/30/2009) from the Chief of Police, requesting Council approval to enter into a software maintenance agreement (with Priority Dispatch Corporation of Salt Lake City, Utah) for two (2) software programs that the Radio Dispatchers are trained to use when handling medical E-911 calls, and to indemnify Priority Dispatch Corporation as stated in the service agreement.
- C 2009-283 Communication (07/23/2009) from the Fire Chief, requesting Council approval to establish one (1) Temporary As Needed (TAN) operator position for the newly acquired brush truck assigned to Hanapēpē Fire Station.
- C 2009-284 Communication (07/31/2009) from the Executive Assistant, Kauaʻi County Housing Agency requesting Council approval of the following:
- 1) the repurchase of Hookena at Puhi Unit No. 602, located at 2080 Manawalea Street, Līhuʻe, Hawaiʻi, for \$277,690.00;
 - 2) the leasehold resale of Hookena at Puhi Unit No. 602 for \$199,900.00; and
 - 3) authorization of the County Clerk to sign legal documents related to the repurchase and resale transactions.
- C 2009-285 Communication (07/31/2009) from Beth Tokioka, Executive Assistant to the Mayor, requesting Council approval to accept and expend \$4,000.00 from the National Oceanic Atmospheric Administration (NOAA) National Marine Sanctuary Program to the County of Kauaʻi to initiate a “Preserve America” community project to frame and display six (6) to eight (8) historic documents for public viewing and enjoyment.

- C 2009-286 Communication (07/31/2009) from the Executive Assistant, Kaua'i County Housing Agency requesting Council approval of the following:
- 1) the repurchase of 4876-B Nunu Road, Kapa'a, Hawai'i 96746 for \$166,900.00;
 - 2) the leasehold resale of 4876-B Nunu Road, Kapa'a, Hawai'i 96746 for \$201,500.00; and
 - 3) authorization of the County Clerk to sign legal documents related to the repurchase and resale transactions.
- C 2009-287 Communication (08/03/2009) from the Housing Director, requesting Council approval of the following:
- 1) the purchase of 4914 Aliali Place, Kapa'a, Hawai'i 96746 for \$213,741.00;
 - 2) the leasehold resale of 4914 Aliali Place, Kapa'a, Hawai'i 96746 for \$201,500.00; and
 - 3) authorization of the County Clerk to sign legal documents related to the repurchase and resale transactions.
- C 2009-288 Communication (08/13/2009) from Council Chair Bill "Kaipo" Asing, requesting Council approval of the following:
- 1) a proposed schedule relating to the County Auditor selection process;
 - 2) appointment of a 3-member Selection Committee to screen applicants; and
 - 3) deadlines and dates for receiving applications, screening of applications, executive session interview of finalists, and final adoption of a resolution appointing the auditor.

LEGAL DOCUMENTS:

- C 2009-289 Communication (07/28/2009) from the Emergency Management Officer, requesting Council approval to enter into a license agreement between the County of Kaua'i and Bank of Hawai'i "Trust Services" which extends the lease of the County's 800 MHz radio site located on a site known as Kukuilono Park in Kalāheo which expired on June 30, 2009, and automatically extends the lease for three (3) years until June 30, 2012 as follows:
- First Amendment of License Agreement.

- C 2009-290 Communication (07/29/2009) from the Executive on Transportation, Transportation Agency, transmitting for Council approval a recommendation to indemnify the landowners to establish a bus stop on Island School's property as follows:
- Right-of-Entry Agreement by and between Island School and the County of Kaua'i for the Kaua'i Bus to establish a bus stop on their property.
- C 2009-291 Communication (08/03/2009) from the Environmental Services Management Engineer, Public Works, Solid Waste Division, requesting Council approval of the right-of-entry agreement and indemnification of Kekaha Agriculture Association as follows:
- Right-of-Entry Agreement (to permit an area for the County and its contractors to conduct beverage container redemption operations).

CLAIMS:

- C 2009-292 Communication (07/30/2009) from the County Clerk, transmitting a claim filed against the County of Kaua'i by Peggy Ellenburg-Pettler on behalf of Miriam Pettler for medical expenses, pursuant to Section 23.06, Charter of the County of Kaua'i.
- C 2009-293 Communication (08/04/2009) from the County Clerk, transmitting a claim filed against the County of Kaua'i by Kira Seabury for medical expenses, loss of pay, and pain and suffering, pursuant to Section 23.06, Charter of the County of Kaua'i.

COMMITTEE REPORTS:

ECONOMIC DEVELOPMENT/HOUSING COMMITTEE REPORT:

- CR-EDH 2009-08:** on EDH 2009-6 Communication (7/13/2009) from Dickie Chang, Committee Chair, requesting that the Director of Economic Development be present to provide an update on the Kaua'i Marathon.
[Received for the record.]

PARKS/TRANSPORTATION COMMITTEE REPORT:

- CR-PKT 2009-02:** on PKT 2009-1 Communication (7/23/2009) from Randy Wichman (on behalf of the Board of Directors of Hui Mālama O Kaneioulouma), requesting agenda time to brief the County Council with a historical overview of the Po'ipū Beach Mauka Preserve, Kaneioulouma Heiau Complex.
[Received for the record.]

RESOLUTIONS:

Resolution No. 2009-51, RESOLUTION ESTABLISHING SPEED RESTRICTION FOR IWIPOLENA ROAD, WAIMEA DISTRICT, COUNTY OF KAUAI

EXECUTIVE SESSION: Pursuant to Haw. Rev. Stat. ("H.R.S.") §92-7(a), the Council 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 H.R.S. §92-4, H.R.S. §92-5(a), and Kaua'i County Charter §3.07E. (Confidential reports on file in the County Attorney's Office and/or the County Clerk's Office. Discussions held in Executive Session are closed to the public.)

ES-394 Pursuant to Haw. Rev. Stat. §§92-4 and 92-5(a)(4) and (8); and Kaua'i County Charter §3.07(E), the purpose of this executive session is to consult with the Council's legal counsel to receive legal updates, overviews, and recommendations for purposes of obtaining Council approval of proposed settlement of a workers' compensation claim, and evaluate employees' ability to return to work. This deliberation and/or decision making involves matters that require the consideration of information that must be kept confidential as, *inter alia*, it concerns significant privacy interests. The significant privacy interests relate to a medical history, diagnosis, condition, treatment, or evaluation and which, pursuant to state or federal law, including Health Insurance Portability and Accountability Act, are protected from disclosure.

ES-395 Pursuant to Haw. Rev. Stat. §§92-4 and 92-5(a)(4) and (8); and Kaua'i County Charter §3.07(E), the purpose of this executive session is to consult with the Council's legal counsel to receive legal updates, overviews, and recommendations for purposes of obtaining Council approval of proposed settlement of a workers' compensation claim, and evaluate employees' ability to return to work. This deliberation and/or decision making involves matters that require the consideration of information that must be kept confidential as, *inter alia*, it concerns significant privacy interests. The significant privacy interests relate to a medical history, diagnosis, condition, treatment, or evaluation and which, pursuant to state or federal law, including Health Insurance Portability and Accountability Act, are protected from disclosure.

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- ES-397 Pursuant to Haw. Rev. Stat. §§92-4 and 92-5(a)(4) and (8); and Kaua'i County Charter §3.07(E), the purpose of this executive session is to consult with the Council's legal counsel to receive legal updates, overviews, and recommendations for purposes of obtaining Council approval of proposed settlement of a workers' compensation claim, and evaluate employees' ability to return to work. This deliberation and/or decision making involves matters that require the consideration of information that must be kept confidential as, inter alia, it concerns significant privacy interests. The significant privacy interests relate to a medical history, diagnosis, condition, treatment, or evaluation and which, pursuant to state or federal law, including Health Insurance Portability and Accountability Act, are protected from disclosure.
- ES-398 Pursuant to Haw. Rev. Stat. §§92-4 and 92-5(a)(4) and (8); and Kaua'i County Charter §3.07(E), the purpose of this executive session is to consult with the Council's legal counsel to receive legal updates, overviews, and recommendations for purposes of obtaining Council approval of proposed settlement of a workers' compensation claim, and evaluate employees' ability to return to work. This deliberation and/or decision making involves matters that require the consideration of information that must be kept confidential as, inter alia, it concerns significant privacy interests. The significant privacy interests relate to a medical history, diagnosis, condition, treatment, or evaluation and which, pursuant to state or federal law, including Health Insurance Portability and Accountability Act, are protected from disclosure.

ADJOURNMENT.

NOTE: If the Council is not finished with this meeting by approximately 1:30 p.m., it will recess for public hearings on the following. After the public hearings, the Council will reconvene to complete any unfinished business.

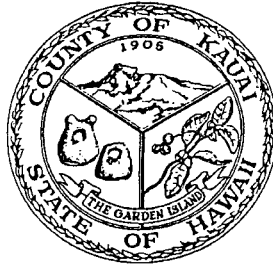
Bill No. 2320 – A BILL FOR AN ORDINANCE TO AMEND CHAPTER 19, KAUAI COUNTY CODE 1987, AS AMENDED, RELATING TO PUBLIC PARKS AND RECREATION

Bill No. 2321 – A BILL FOR AN ORDINANCE ESTABLISHING A NEW ARTICLE 19, CHAPTER 22, KAUAI COUNTY CODE 1987, RELATING TO PLASTIC BAG REDUCTION

For complete information, including a summary of the item, please refer to the official Notice of Public Hearing. The official Notice of Public Hearing has been published, posted on the bulletin board, and filed in the County Clerk's Office as required by law. Notwithstanding this Council Agenda, the Council may hold a public hearing on any item which has been posted in advance in compliance with the Sunshine Law.

NOTE: SPECIAL ACCOMMODATIONS AND SIGN LANGUAGE INTERPRETER AND INTERPRETERS FOR NON-ENGLISH SPEAKING PERSONS ARE AVAILABLE UPON REQUEST FIVE (5) DAYS PRIOR TO THE MEETING DATE, TO THE COUNTY CLERK, 4396 RICE STREET, ROOM 206, LIHU'E, KAUAI. TELEPHONE NO. 241-6371.

BERNARD P. CARVALHO, JR.
MAYOR



DONALD M. FUJIMOTO
COUNTY ENGINEER
TELEPHONE 241-4992

GARY K. HEU
ADMINISTRATIVE ASSISTANT

EDMOND P.K. RENAUD
DEPUTY COUNTY ENGINEER
TELEPHONE 241-4992

AN EQUAL OPPORTUNITY EMPLOYER
COUNTY OF KAUA'I

DEPARTMENT OF PUBLIC WORKS
4444 RICE STREET
MO'IKEHA BUILDING, SUITE 275
LIHU'E, KAUA'I, HAWAII 96766-1340

RECEIVED

July 14, 2009

'09 JUL 28 A9:47

Honorable Bill "Kaipo" Asing, Council Chair
and Members of the County Council
County of Kaua'i
Lihu'e, HI 96766

OFFICE OF
THE COUNTY ENGINEER
COUNTY OF KAUA'I

Attention: Council Chair Bill "Kaipo" Asing

SUBJECT: RESOLUTION ESTABLISHING SPEED RESTRICTIONS FOR IWIPOLENA
ROAD - WAIMEA DISTRICT

Transmitted is the subject traffic resolution which establishes a 15 MPH speed limit for the entire length of the Iwipolena Road Extension within the Kekaha Residential Unit 4 Subdivision. The speed limit is a request of Mr. Allen Nitta of 7763 Iwipolena Road. Enclosed is our vicinity map and Exhibit "A" which shows the speed limit restriction.

We seek your favorable approval. Should you have any questions, please contact us at (808) 241-4891.

Very truly yours,

CONCUR:

APPROVED:

WALLACE KUDO, P.E.
Chief, Eng. Div.

DONALD M. FUJIMOTO, P.E.
County Engineer

BERNARD P. CARVALHO, JR.
MAYOR

PT/WK
Attachments

Design and Permitting w/attachments
Road Maintenance w/attachments

07009-277

BERNARD P. CARVALHO, JR.
MAYOR



MALCOLM C. FERNANDEZ
DIRECTOR OF PERSONNEL SERVICES

COUNTY OF KAUA'I
DEPARTMENT OF PERSONNEL SERVICES

MO'IKEHA BUILDING
4444 Rice Street, Suite 140
LIHU'E, KAUA'I, HAWAII 96766
Telephone (808) 241-6595 • Fax (808) 241-6593

RECEIVED

July 24, 2009

'09 JUL 30 10:25

TO: HONORABLE CHAIRMAN OF THE KAUA'I COUNTY COUNCIL

VIA: MAYOR BERNARD P. CARVALHO, JR. *bc*

FROM: MALCOLM C. FERNANDEZ, DIRECTOR OF PERSONNEL SERVICES *malcolm fernandez*

SUBJECT: KAUA'I COUNTY BUDGET ORDINANCE

Pursuant to Section 20 of the County Budget Ordinance, the fourth quarter reports (April - June) relative to vacancies, new hires, reallocations, promotions, and positions established and abolished are attached for your perusal.

Should you have any questions relative to this matter, please do not hesitate to contact me at 241-4956.

Att.

C7009-278

COUNTY COUNCIL
Bill "Kaipo" Asing, Chair
Jay Furfaro, Vice Chair
Tim Bynum
Dickie Chang
Daryl W. Kaneshiro
Lani T. Kawahara
Derek S. K. Kawakami



OFFICE OF THE COUNTY CLERK

Peter A. Nakamura, County Clerk
Ernesto G. Pasion, Deputy County Clerk

Telephone (808) 241-6371
Fax (808) 241-6349
Email cokcouncil@kauai.gov

Council Services Division
4396 Rice Street, Room 206
Līhu'e, Kaua'i, Hawai'i 96766-1371

RECEIVED

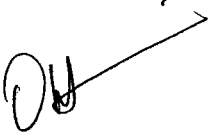
MEMORANDUM

'09 JUL 31 P2 :25

July 29, 2009

OFFICE OF
THE COUNTY CLERK
COUNTY OF KAUAI

TO: Bill "Kaipo" Asing, Council Chair
and Members of the County Council

FROM: Derek S.K. Kawakami, Councilmember 

RE: Potential Conflict of Interest Communication #C 2009-253, Bill No.
2321 July 22, 2009 Council Agenda

Pursuant to Section 20.04(B), Charter, Sec. 3-1.9, Kaua'i County Code 1987, and Council Rule No. 8, this memo is to provide written disclosure on the record, of a potential conflict of interest on the following which were on the July 22, 2009, Council Agenda, because of my family involvement in a retail establishment at which I am also employed:

- C 2009-253 Communication (07/09/2009) from Councilmembers Tim Bynum and Lani T. Kawahara, transmitting for Council consideration, an amendment to Chapter 22 of the Kaua'i County Code 1987, relating to plastic bag reduction at retail establishments.
- Proposed Draft Bill No. 2321—A BILL FOR AN ORDINANCE ESTABLISHING A NEW ARTICLE 19, CHAPTER 22 KAUAI COUNTY CODE 1987, RELATING TO PLASTIC BAG REDUCTION

For reasons stated above, I will be recusing myself from any discussion and deliberation on this matter.

Thank you for your attention in this matter.

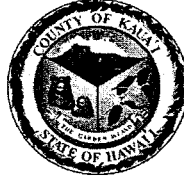
cc: 8/5/09 Council Agenda
Board of Ethics

Si/Lc
D:2009-10-35

C2009-279

Bernard P. Carvalho, Jr.
Mayor

Gary K. Heu
Administrative Assistant



Wallace G. Rezendes, Jr.
Director of Finance

'09 AUG 6 AM 10:51
Baris
Deputy Director of Finance

OFFICE IN
THE COUNTY CLERK'S
COUNTY OF KAUAI

COUNTY OF KAUAI
DEPARTMENT OF FINANCE

TO: Honorable Bill 'Kaipo' Asing, Council Chairman
and Members of the County Council

FROM: Wallace G. Rezendes, Jr., Director of Finance

VIA: Mayor Bernard P. Carvalho, Jr.

DATE: July 31, 2009

SUBJECT: **Period 12 Financial Reports –
Statement of Revenues As Of
June 30, 2009**

Pursuant to Section 17 and Section 20 of the **OPERATING BUDGET ORDINANCE (B-2008-673)** County of Kauai, the following **Detailed Budget Report, Statement of Revenues (Estimated and Actual), Statement of Expenditures and Encumbrances and Revenue Report** in detail for the month of **June 30, 2009, Period 12** for Fiscal Year 2009 is hereby submitted.

Any inquiries may be directed to Miles Tone, Accounting Systems Administrator at 241-4211.

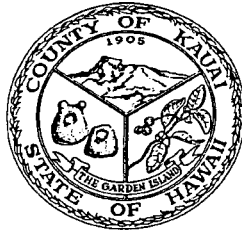
Enclosures:

- 1) Statement of Revenues –Estimated and Actual (Listing)
- 2) Statement of Expenditures and Encumbrances (Listing)
- 3) Revenue Report (Listing)
- 4) Detail Budget Report (Listing)

C7009-280

COUNTY COUNCIL

Bill "Kaipo" Asing, Chair
Jay Furfaro, Vice Chair
Tim Bynum
Dickie Chang
Daryl W. Kaneshiro
Lani T. Kawahara
Derek S. K. Kawakami



OFFICE OF THE COUNTY CLERK

Peter A. Nakamura, County Clerk
Ernesto G. Padilla, Deputy County Clerk

Telephone (808) 241-6371

Fax (808) 241-6349

Email cockcouncil@kauai.gov

'09

AUG -7

2:25

OFFICE OF
THE COUNTY CLERK
COUNTY OF KAUI

Council Services Division
4396 Rice Street, Room 206
Lihu'e, Kaua'i, Hawai'i 96766-1371

MEMORANDUM

August 7, 2009

To: All Councilmembers
From: Bill "Kaipo" Asing, Council Chair *BKA*
Re: Update from R.C. Holsinger Associates, P.C. on the 2009-2010 Fiscal Year Audit

This is to inform you that the County's Auditor, R.C. Holsinger Associates, P.C., will be present at the August 19, 2009 Council Meeting to update the Council on the progress of the 2009-2010 fiscal year audit.

Thank you for your attention.

cc: 8/19/09 Council Meeting Agenda

YS/ds2009-10-62

02009-281



POLICE DEPARTMENT COUNTY OF KAUAI



BERNARD P. CARVALHO, JR.
Mayor

3990 KAANA STREET, SUITE 200
LIHUE, HAWAII 96766-1268
TELEPHONE (808) 241-1600
FAX (808) 241-1604

DARRYL D. PERRY
Chief of Police

GARY K. HEU
Administrative Assistant

MARK N. BEGLEY
Deputy Chief

RECEIVED

'09 JUL 21 A9 :13

June 30, 2009

OFFICE OF
THE COUNTY CLERK
COUNTY OF KAUAI

Chairman Bill "Kaipo" Asing
and Council Members
Kauai County Council
4396 Rice Street, Suite 206
Lihue, HI 96766

RE: REQUEST FOR INDEMNIFICATION

Dear Chairman Asing and Council Members:

The Kauai Police Department (KPD) would like to enter into a software maintenance agreement with Priority Dispatch Corporation of Salt Lake City, Utah. Priority Dispatch Corporation is the manufacturer of two (2) software programs that the Radio Dispatchers are trained to use when handling a medical E-911 call. The "PRO QA" software provides the Radio Dispatchers with pre arrival questions and the responses are relayed to the Medics responding to the scene. The "PRO QA" software is certified for use by the National Academy of Emergency Dispatchers.

The "AQUA" software is used by the supervisor to review how calls are being handled by the dispatchers and if mistakes are discovered the dispatchers can be corrected. By reviewing the calls and correcting mistakes, we can limit our liability in the dispatching of medical incidences. Basically, this software is used as a method of quality control.

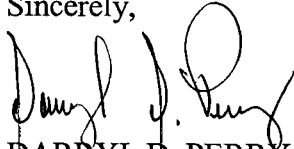
This software agreement has an indemnification clause which indemnifies Priority Dispatch Corporation. Therefore, we are requesting that Council grant indemnification to Priority Dispatch Corporation so we may enter into a service agreement with them.

C2009-282

Chairman Asing and Council Members
June 30, 2009
Page 2


Should you have any questions, please feel free to contact Assistant Chief Gordon Isoda of the Administrative and Technical Bureau at 241-1646.

Sincerely,



DARRYL D. PERRY
Chief of Police

Approved:


BERNARD P. CARVALHO, JR.

7/20/09

Date

Concur:


WALLACE REZENTES, JR.

7/13/09

Date

GSI

02009-282

Bernard P. Carvalho, Jr.
Mayor

Robert F. Westerman
Fire Chief

John T. Blalock
Deputy Fire Chief

COUNTY OF KAUAI
Fire Department
Hale Pumehana Building
3083 Akahi Street, Suite 101
Lihue, Kaua'i, Hawaii 96766

RECEIVED

'09 JUL 30 10:30

July 23, 2009

OFFICE OF THE
THE COUNTY CLERK
COUNTY OF KAUAI

Council Chair Bill "Kaipo" Asing and
Members of the Kauai County Council
Kauai County Council
4396 Rice Street
Lihue, Hawaii 96766

RE: Establishment of Temporary As Needed (TAN) Operator Position for Hanapēpē
Fire Station

Dear Chairperson Asing and members:

The Kaua'i Fire Department requests your approval to establish one (1) Temporary As Needed (TAN) operator position for the newly acquired brush truck assigned to Hanapēpē Fire Station.

This request is made pursuant to the Hawai'i Fire Fighters Association Contract Agreement as outlined in Section 27., Temporary Assignments, B. "The respective fire chief or fire operations head in each jurisdiction shall, in consultation with the Union, determine which first-line fire apparatuses in the respective jurisdiction have no assigned and compensated operator and which are to be covered by this provision of the contract (e.g., Hawai'i, tankers; Maui – tanker on Moloka'i; Kaua'i – mini pumpers and rescue utility vehicle...)"

This TAN position is needed to accommodate emergency staffing needs and/or to implement the above collective bargaining provision, to utilize existing employees through an assignment of work without a formal change in position. TAN positions are distinguished from regular and dollar-funded positions in that they are not budgeted, but rather are established for the aforementioned reasons.

C2009-283

Page 2
July 23, 2009

Thank you for your time and consideration regarding this matter. Should you have any questions or require additional information, please contact me at 241-4980.

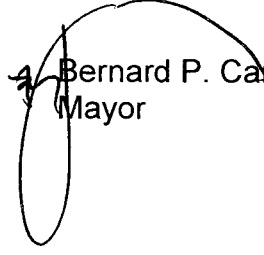
Sincerely,



Robert Westerman
Fire Chief

RFW/eld

APPROVED:



Bernard P. Carvalho, Jr.
Mayor

C2009-283

Bernard P. Carvalho, Jr.
Mayor

Gary K. Heu
Administrative Assistant



Eugene K. Jimenez
Housing Director

Kenneth N. Rainforth
Executive Assistant

KAUAI COUNTY HOUSING AGENCY
Piikoi Building 4444 Rice Street Suite 330
Lihue Hawaii 96766

RECEIVED

July 31, 2009

'09 JUL 29 10:23:50 Manawalea St #602 rev 2b

Honorable Chair Bill "Kaipo" Asing
and Council Members
Kauai County Council
4396 Rice Street
Lihue, Kauai, Hawaii 96766

OFFICE OF
THE COUNTY CLERK
COUNTY OF KAUAI

Attention: Economic Development/Housing Committee Chair Dickie Chang

Dear Chair Asing:

SUBJECT: Repurchase and Resale of Hookena at Puhi Unit 602;
Related to Communication No. C 2009-202

After extensive marketing with the residents on the County's Home-Buyer List, the County Housing Agency now reverses its earlier recommendation to decline the purchase of Hookena at Puhi Unit No. 602, Council Communication No. C 2009-202. The Housing Agency contacted 351 residents on its Home-Buyer List regarding the leasehold purchase of Hookena Unit No. 602, with 41 responding that they were interested and 28 responding that they were not interested. Two open house opportunities were conducted by the Housing Agency for the Home-Buyers with 17 households viewing the unit. To date, 3 of the households have submitted pre-qualification letters from a lender demonstrating they are mortgage ready for a purchase.

Attached is a revised Repurchase Disclosure Schedule with additions noted indicating a \$277,690.00 Repurchase Price. For resale, the adopted policy is for the Housing Agency to recommend an appropriate and affordable leasehold sales price. Also attached is a copy of our Affordable For-Sale Housing Prices using 6.0% assumed mortgage rate. We believe the 2 - Bedroom condo/CPR price for 100% of Kaua'i Median Household Income at \$199,900.00 is the appropriate affordable leasehold sales price for this unit.

The Kaua'i County Housing Agency requests the Kaua'i County Council to approve:

1. the repurchase of Hookena at Puhi Unit No. 602, located at 2080 Manawalea Street, Lihu'e, Hawai'i, for \$277,690.00;

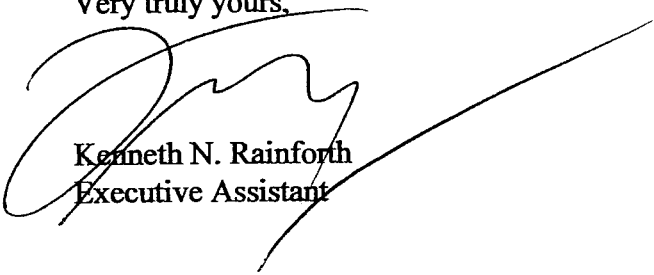
C2009-284



2. the leasehold resale of Hookena at Puhi Unit No. 602 for \$199,900.00; and
3. authorize the County Clerk to sign legal documents related to the repurchase and resale transactions.

Thank you for your attention to this matter.

Very truly yours,

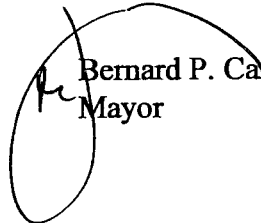


Kenneth N. Rainforth
Executive Assistant



Eugene K. Jimenez
Housing Director

APPROVED:



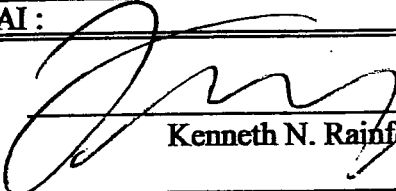
Bernard P. Carvalho, Jr.
Mayor

C2009-284

**REPURCHASE DISCLOSURE SCHEDULE
KAUAI COUNTY HOUSING AGENCY**

Document Preparation Date
Anticipated Closing Date

July 29, 2009
October 1, 2009

Owner :		Lot No :	1602
Project :	Hookena at Puhi	Lot Size :	
Address :	2080 Manawalea Street, Unit 602	TMK :	4.3.3.003.036.0030
	Lihue, Hawaii 96766		
September 21, 2007	Recording Date Of Original Sale	Inspected :	
10/1/2009	Estimated Closing Date of Repurchase	By :	
741	Days of Ownership Period		
1. ORIGINAL PURCHASE PRICE			266,353.00
2. ORIGINAL SALE CLOSING COSTS :			
a.	Escrow Fee & Notary	806.87	
b.	Recording Fees	100.00	
c.	Title Insurance	550.00	
d.	Document Preparation Fees	100.00	
e.	Tax Service Fee	113.00	
f.	Appraisal Fee to FmHA	325.00	
g.	Mortgage Recording Fee/HHRF	0.00	
h.	Conveyance Tax	266.40	
i.		0.00	\$ 2,261.27
3. COST OF CAPITAL IMPROVEMENTS ADDED - See Pages 4 & 5			\$ -
4. MORTGAGE BALANCE:			
	Principal	256,951.26	
	Interest & Late Fees	5,570.03	
	Subsidy Recapture		2,267.97
		\$ 262,521.29	
5. SIMPLE INTEREST @		1.00% PER YEAR	
a.	Cost of Original Sale (Lines 1 & 2)	\$ 5,453.24	
b.	Improvements Added (Line 3)	\$ -	\$ 5,453.24
	ESTIMATED CASH EQUITY :	\$ 13,828.71	
6. TOTAL REPURCHASE PRICE			\$ 276,335.48
COUNTY OF KAUAI :			say, \$ 276,350.00
Prepared By		29 July 2009	
	Kenneth N. Rainforth	Date	
SELLER'S ACCEPTANCE OF REPURCHASE PRICE :			
Seller	_____	Date	_____

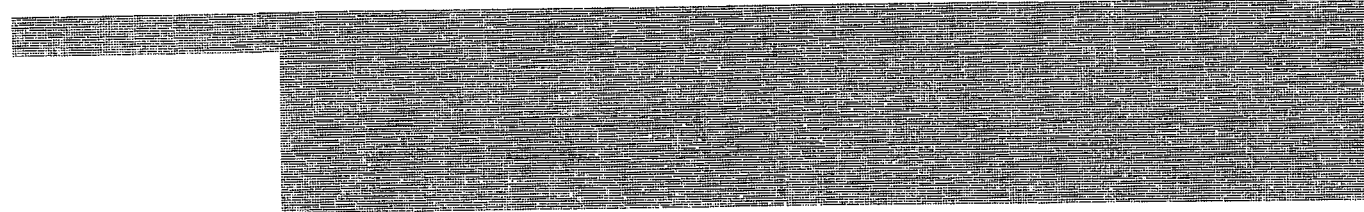
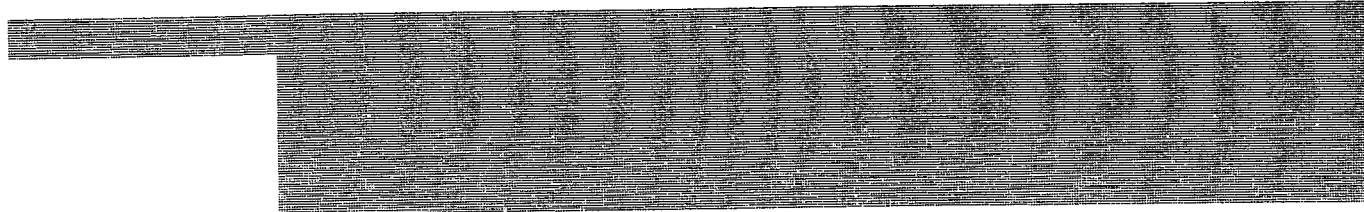
C7009-284

Notes to Calculations

Owner :
Project : Hookena at Puhi
Address : 2080 Manawalea Street, Unit 602
Lihue, Hawaii 96766

Lot No : 1602
Lot Size : 0
TMK : 4.3.3.003.036.0030

7/29/2009	TOTAL REPURCHASE PRICE:	\$276,350.00
	WINDOW COVERINGS/APPLIANCES:	\$1,340.00
	TOTAL PURCHASE PRICE:	\$277,690.00



C2009-284

AFFORDABLE HOUSING PROGRAM
 6.00% Conventional Mortgage Rate
 \$70,600 Kauai Median Household Income
 Effective : 03/19/09

AFFORDABLE FOR-SALE HOUSING PRICES

Dwelling Size by Bedroom Count

	Studio	1-Bedrm	2-Bedrm	3-Bedrm	4-Bedrm	5-Bedrm
% Kauai Median Household Income	26,900	28,800	34,550	39,925	44,550	49,150
50% HUD Very Low Income						
Sales Price	74,200	82,500	107,700	131,300	151,600	171,800
Condo/CPR Price	39,100	47,400	72,600	96,200	116,500	136,700
80%						
HUD Low Income	43,000	46,075	55,300	63,900	71,300	78,650
Sales Price	144,800	158,300	198,800	236,600	269,000	301,300
Condo/CPR Price	109,700	123,200	163,700	201,500	233,900	266,200
100% Income						
Sales Price	173,100	188,600	235,000	278,400	315,600	352,800
Condo/CPR Price	138,000	153,500	199,900	243,300	280,500	317,600
120% Income						
Sales Price	216,600	235,100	290,800	342,900	387,500	432,200
Condo/CPR Price	181,500	200,000	255,700	307,800	352,400	397,100
140% Income						
Sales Price	259,800	281,500	346,700	407,300	459,500	511,500
Condo/CPR Price	224,700	246,400	311,600	372,200	424,400	476,400
160% Income						
Sales Price	303,300	328,100	402,500	471,800	531,300	590,900
Condo/CPR Price	268,200	293,000	367,400	436,700	496,200	555,700
180% Income						
Sales Price	346,700	374,600	458,200	536,200	603,300	670,100
Condo/CPR Price	311,600	339,500	423,100	501,100	568,100	635,000

Conventional 30-year fixed rate mortgage, 5.0% down payment, 30% loan to income ratio, \$250 tax & insurance, mortgage insurance on non-CPR sales and \$450 tax & insurance, mortgage insurance, maintenance/association fee on condo/CPR sales.

C2009-284

Bernard P. Carvalho, Jr.
Mayor



Gary K. Heu
Administrative Assistant
RECEIVED

'09 AUG -6 A10 :51

OFFICE OF THE MAYOR
County of Kaua'i, State of Hawai'i
4444 Rice Street, Suite 235, Lihu'e, Hawai'i 96766
TEL (808) 241-4900 FAX (808) 241-6877

OFFICE OF
THE COUNTY CLERK
COUNTY OF KAUAI

MEMORANDUM

TO: Honorable Bill "Kaipo" Asing, Council Chair
FROM: Beth Tokioka, Executive Assistant to the Mayor *Beth Tokioka*
VIA: Honorable Bernard P. Carvalho, Mayor *BC*
DATE: July 31, 2009
RE: Preserve America Grant

As you recall, in December 2008 the County of Kauai was officially designated a "Preserve America" Community by the Preserve America program, which is managed by a coalition of various federal agencies. Now that we have achieved this designation, the County is eligible to apply for federal grants for local preservation projects. It was, in part, through the Council's Resolution 2008-381 that our application was successful.

Hawaii representatives of the National Oceanic and Atmospheric Administration (NOAA), including Jean Souza from Kauai, were instrumental in helping us receive this designation. They have also championed a "mini-grant" for Kauai, which is being provided for a project of our choice. The letter informing us of this grant award, which was not solicited by the County, is attached.

At this time, we ask for your permission to accept and expend this grant. Our recommendation is to use this funding to frame and display historic documents that are currently archived within the County. A description of this project is attached for your review.

We respectfully ask for your concurrence in the receipt of this gift from NOAA at the August 19, 2009 Council meeting.

Att: Proposed scope of work
NOAA grant award letter

C7009-285

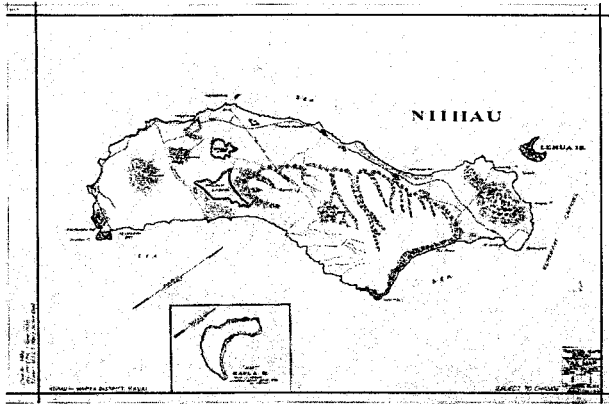
PRESERVE AMERICA MINI-GRANT PROPOSED SCOPE OF WORK

In conjunction with the County's initiative to digitize and electronically archive much of its paper documentation, this project will preserve some of those original documents and prepare them for public display.

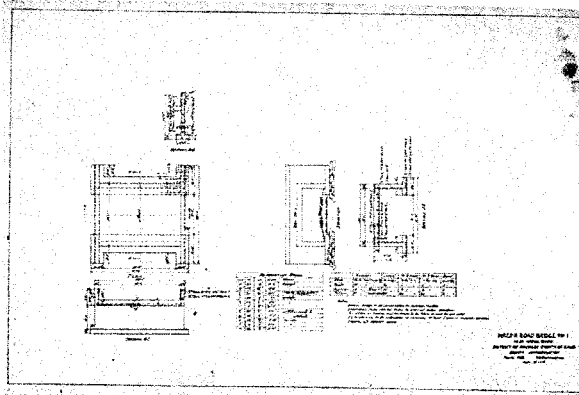
In an abbreviated search of some of the archived documents that will be digitized, several maps of historical significance, dating as far back as 1939, were located. A sample is shown below. Maps and documents such as these will be selected based historical value, physical condition and public interest and will be preserved, matted and framed. Once prepared, these documents will be placed in our County facilities (e.g. the Historic County Building and the Lihue Civic Center) for public viewing and enjoyment.

The estimated cost of preserving, matting and framing in Koa wood one document of a size 2' x 3' would be approximately \$500.00. With this grant, we expect to be able to frame six to eight such documents.

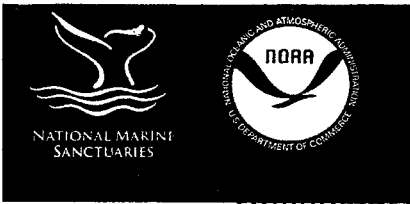
First Map of Niihau: 1939



Plans for one of the first bridges in Haena: 1928



07009-285



National Marine Sanctuary
Pacific Islands Region

790 South Kihue Road
Kihue, Hawaii 96753
Tel: (808) 879-2818
Fax: (808) 874-5815

6600 Kalanianaʻōle Hwy, Suite 302
Honolulu, Hawaii 96895
Tel: (808) 957-0204
Fax: (808) 957-0250

Honorable Bernard P. Carvalho, Jr.
Mayor, County of Kauai
4444 Rice Street, Suite 235
Lihue, Hawaii 96766

Dear Mayor Carvalho:

On behalf of the National Oceanic and Atmospheric Administration’s (NOAA’s) National Marine Sanctuary Program, I would like to congratulate you on the recent designation of Kauai County as a Preserve America community. NOAA’s Marine Sanctuary program has had an office in Lihue since 1996, and we are proud to be a member of the Kauai community.

The Preserve America community program now has more than 700 communities nationwide, with Kauai county being only the second county in Hawaii (after Maui) to receive this designation.

As part of the community designation, the County is now eligible to apply for specific Preserve America funds. Since 2006, just over \$20 million in Preserve America Grants have been awarded to 259 projects in 49 states. Each project requires a 50/50 match leveraging over \$40 million for heritage tourism and related work at the local level. The Administration’s 2010 Budget proposed just over \$3 million dollars for this competitive program. A call for proposals for these funds is scheduled for sometime in the Summer of 2009. More information about the Preserve America Initiative can be found at www.preserveamerica.gov.

In the meantime, NOAA’s Marine Sanctuary program is proud to provide \$4,000.00 to the County of Kauai to initiate a Preserve America community project. The exact project will be determined by the County of Kauai.

Finally, in August, Congresswoman Mazie Hirono would like to present to you the official Preserve America certificate for Kauai County. The Congresswoman’s office is working on her schedule and will get back to me as soon as possible. I will in turn let Ms. Beth Tokioka know what dates are being considered.

C2009-285

Fagatele Bay National Marine Sanctuary
P.O. Box 4318
Pago Pago, American Samoa 96799
<http://fagatelebay.nmra.gov>

Hawaiian Islands Humpback Whale National Marine Sanctuary
6600 Kalanianaʻōle Hwy, Suite 301
Honolulu, Hawaii 96895
<http://hawaiianhumpbackwhale.noaa.gov>

Northwestern Hawaiian Islands Coral Reef Ecosystem Reserve
6600 Kalanianaʻōle Hwy, Suite 302
Honolulu, Hawaii 96895
<http://hawaii.cerf.noaa.gov>

Again, I thank you and your staff for interest and support of the Preserve America program. If you have any questions, please feel free to contact me at allen.tom@noaa.gov. or 808-879-2818.

Sincerely:

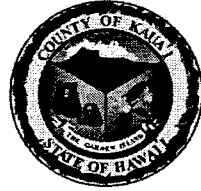
A handwritten signature in black ink, appearing to read "Allen Tom". The signature is fluid and cursive, with a long horizontal stroke at the end.

Allen Tom
Regional Director
Office of the National Marine Sanctuaries Program

C7009-285

Bernard P. Carvalho, Jr.
Mayor

Gary K. Heu
Administrative Assistant



Eugene K. Jimenez
Housing Director

Kenneth N. Rainforth
Executive Assistant

KAUAI COUNTY HOUSING AGENCY
Piikoi Building 4444 Rice Street Suite 330
Lihue Hawaii 96766

RECEIVED

July 31, 2009

'09 AUG -5 A9:55 4876-B Nunu Rd

Honorable Chair Bill "Kaipo" Asing
and Council Members
Kauai County Council
4396 Rice Street
Lihue, Kauai, Hawaii 96766

RECEIVED
THE COUNTY OF KAUAI
COUNTY OF KAUAI

Attention: Economic Development/Housing Committee Chair Dickie Chang

Dear Chair Asing:

**SUBJECT: Repurchase and Resale of 4876-B Nunu Road, Kapa'a, Hawai'i
Kapa'a Self-Help Housing Project**

The owner-builder of one of the Kapa'a Self-Help Housing Project has obligations on the mainland and can no longer comply with our occupancy requirement. We have already provided the owner with occupancy waivers for the owner to be away on the mainland for two years while the owner tried to resolve family issues. Those issues are not going to be resolved and the owner will remain on the mainland.

Attached is a Repurchase Disclosure Schedule indicating a \$166,900.00 Repurchase Price. For resale, the adopted policy is for the Housing Agency to recommend an appropriate and affordable leasehold sales price. Also attached is a copy of our Affordable For-Sale Housing Prices using 6.0% assumed mortgage rate. We believe the 3 -Bedroom condo/CPR price for 80% of Kaua'i Median Household Income at \$201,500.00 is the appropriate affordable leasehold sales price for this unit.

The Kaua'i County Housing Agency requests the Kaua'i County Council to approve:

1. the repurchase of 4876-B Nunu Road, Kapa'a, Hawai'i 96746 for \$166,900.00;

C2009-286



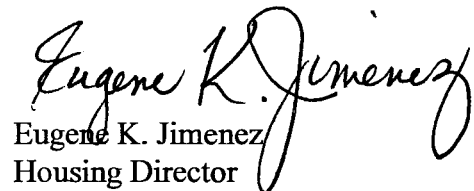
2. the leasehold resale of 4876-B Nunu Road, Kapa'a, Hawai'i 96746 for \$201,500.00; and
3. authorize the County Clerk to sign legal documents related to the repurchase and resale transactions.

Thank you for your attention to this matter.

Very truly yours,

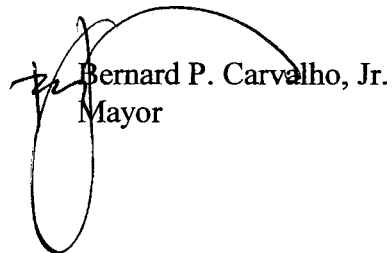


Kenneth N. Rainforth
Executive Assistant



Eugene K. Jimenez
Housing Director

APPROVED:

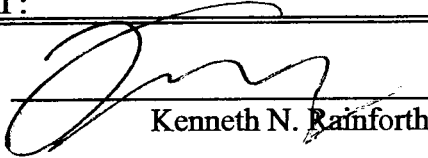


Bernard P. Carvalho, Jr.
Mayor

C7009-286

REPURCHASE DISCLOSURE SCHEDULE
KAUAI COUNTY HOUSING AGENCY

Document Preparation Date July 28, 2009
 Anticipated Closing Date August 31, 2009

Owner :		Lot No :	7
Project :	Kapaa Self Help	Lot Size :	April 1, 1918
Address :	4876-B Nunu Road	TMK :	4-4-6-15-12-3
	Kapaa Self Help		
August 17, 2000	Recording Date Of Original Sale	Inspected :	
8/31/2009	Estimated Closing Date of Repurchase	By :	
3301	Days of Ownership Period		
1. ORIGINAL PURCHASE PRICE			56,600.00
2. ORIGINAL SALE CLOSING COSTS :			
a.	Escrow Fee & Notary	244.38	
b.	Recording Fees	75.00	
c.	Title Insurance	200.00	
d.	Document Preparation Fees	98.95	
e.	Tax Service Fee	0.00	
f.	Appraisal Fee to FmHA	0.00	
g.	Mortgage Recording Fee/HHRF	132.58	
h.	Conveyance Tax	56.60	
i.		0.00	\$ 807.51
3. COST OF CAPITAL IMPROVEMENTS ADDED - See Pages 4 & 5			\$ 95,614.68
4. MORTGAGE BALANCE:			
	Principal	113,534.61	
	Interest & Late Fees	439.89	
	Subsidy Recapture		0.00
		\$ 113,974.50	
5. SIMPLE INTEREST @		1.00%	PER YEAR
a.	Cost of Original Sale (Lines 1 & 2)	\$ 5,191.84	
b.	Improvements Added (Line 3)	\$ 8,647.23	\$ 13,839.08
	ESTIMATED CASH EQUITY :	\$ 52,925.50	
6. TOTAL REPURCHASE PRICE			\$ 166,861.27
COUNTY OF KAUAI :		say,	\$ 166,900.00
Prepared By	 Kenneth N. Rainforth	31 July 2009	Date
SELLER'S ACCEPTANCE OF REPURCHASE PRICE :			
Seller	_____ David & Shirleen Haney	_____ Date	

02009-286

REPURCHASE DISCLOSURE SCHEDULE
KAUAI COUNTY HOUSING AGENCY

Owner :	I	Lot No :	7
Project :	Kapaa Self Help	Lot Size :	6666
Address :	4876-B Nunu Road	TMK :	4-4-6-15-12-3
	Kapaa Self Help		

3. COST OF CAPITAL IMPROVEMENTS ADDED :

	DATE COMPLETED	DAYS TIME	IMPROVEMENT DESCRIPTION	ORIGINAL COST	INTEREST EARNED
a.	08/17/00	3301	Construction of Dwelling	\$ 75,114.68	\$ 6,793.25
b.	08/17/00	3301	Sweat Equity	\$ 20,500.00	\$ 1,853.99
c.		0			
d.		0			
e.		0			
f.		0			
g.		0			
h.		0			
i.		0			
j.		0			
k.		0			
l.		0			
m.		0			
n.		0			
o.		0			
p.		0			
q.		0			
r.		0			
s.		0			
t.		0			
u.		0			
TOTAL IMPROVEMENTS ADDED :				95,614.68	8,647.23

Comments:

08/09-286

2009

6.00%

AFFORDABLE HOUSING PROGRAM
 6.00% Conventional Mortgage Rate
 \$70,600 Kauai Median Household Income
 Effective : 03/19/09

AFFORDABLE FOR-SALE HOUSING PRICES

Dwelling Size by Bedroom Count

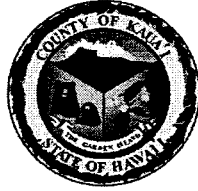
	Studio	1-Bedrm	2-Bedrm	3-Bedrm	4-Bedrm	5-Bedrm
% Kauai Median Household Income	26,900	28,800	34,550	39,925	44,550	49,150
50% HUD Very Low Income	74,200	82,500	107,700	131,300	151,600	171,800
Sales Price	39,100	47,400	72,600	96,200	116,500	136,700
Condo/CPR Price	43,000	46,075	55,300	63,900	71,300	78,650
80% HUD Low Income	144,800	158,300	198,800	236,600	269,000	301,300
Sales Price	109,700	123,200	163,700	201,500	233,900	266,200
Condo/CPR Price	49,450	52,975	63,550	75,425	81,900	90,375
100% Income	173,100	188,600	235,000	278,400	315,600	352,800
Sales Price	138,000	153,500	199,900	243,300	280,500	317,600
Condo/CPR Price	59,350	63,575	76,250	88,125	98,300	108,475
120% Income	216,600	235,100	290,800	342,900	387,500	432,200
Sales Price	181,500	200,000	253,700	307,800	352,400	397,100
Condo/CPR Price	69,200	74,150	89,000	102,800	114,700	126,550
140% Income	259,800	281,500	346,700	407,300	459,500	511,500
Sales Price	224,700	246,400	311,600	372,200	424,400	476,400
Condo/CPR Price	79,100	84,750	101,700	117,500	131,050	144,625
160% Income	303,300	328,100	402,500	471,800	531,300	590,900
Sales Price	268,200	293,000	367,400	436,700	496,200	555,700
Condo/CPR Price	89,000	95,350	114,400	132,175	147,450	162,675
180% Income	346,700	374,600	458,200	536,200	603,300	670,100
Sales Price	311,600	339,500	423,100	501,100	568,100	635,000
Condo/CPR Price						

C2009-286

Conventional 30-year fixed rate mortgage, 5.0% down payment, 30% loan to income ratio, \$250 tax & insurance, mortgage insurance on non-CPR sales and \$450 tax & insurance, mortgage insurance, maintenance/association fee on condo/CPR sales.

Bernard P. Carvalho, Jr.
Mayor

Gary K. Heu
Administrative Assistant



KAUAI COUNTY HOUSING AGENCY
Piikoi Building 4444 Rice Street Suite 330
Lihue Hawaii 96766

Eugene K. Jimenez
Housing Director

RECEIVED **Kenneth N. Rainforth**
Executive Assistant

'09 AUG -7 P 1 :14

August 3, 2009

OFFICE OF
THE COUNTY CLERK
NSP#4 4914 Aliali Place, Kapaa

Honorable Chair Bill "Kaipo" Asing
and Council Members
Kauai County Council
4396 Rice Street
Lihue, Kauai, Hawaii 96766

Attention: Economic Development/Housing Committee Chair Dickie Chang

Dear Chair Asing:

**SUBJECT: NSP#4 (Neighborhood Stabilization Program, Housing Unit No. 4);
Request to Acquire and Resell as Leasehold Estate;
4914 Aliali Place, Kapa'a, Hawaii**

This request is for the first housing unit in the County's NSP Foreclosure Acquisition, Repair and Resale Project. We received the notice to proceed for this portion of the County's NSP funds from the State on July 8, 2009 and soon thereafter submitted an offer to purchase 4914 Aliali Place, Kapa'a, Hawai'i (Apopo Hale). Our \$213,741.00 offer to purchase has been accepted and the property appraised at \$271,000.00. Both the purchase and resale will be "as is." We propose that this 3-bedroom CPR single family home be sold as a leasehold estate for \$201,500.00, an affordable price for households earning 80% of the Kaua'i Median Household Income.

For your information, NSP Units 1, 2 & 3 compose the County's NSP new construction project. This project utilizes NSP funds to carryout the construction of the three new homes of our Lot Development Project. The County was issued the notice to proceed for this portion of the County's NSP funds on May 21, 2009. The construction contract went out to bid on July 24, 2009 and bids are due August 27, 2009.

The Kaua'i County housing Agency requests the Kaua'i County Council to approve:

1. the purchase of 4914 Aliali Place, Kapa'a, Hawai'i for \$213,741.00;



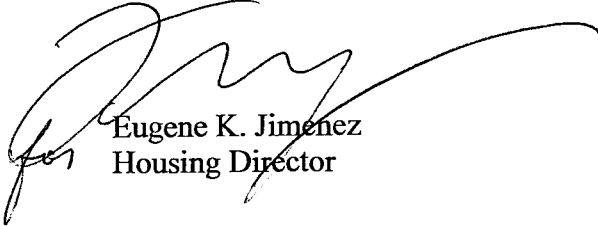
Kaua'i County Council
August 3, 2009
Page 2

2. the leasehold resale of 4914 Aliali Place, Kapa'a, Hawai'i for \$201,500.00; and
3. authorize the County Clerk to sign legal documents related to the repurchase and resale transactions.

If you have any questions regarding the proposed purchase of this foreclosed property or its proposed resale as a leasehold estate, please call Ken Rainforth at 241-4430.

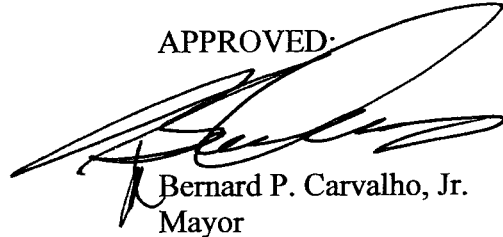
Thank you for your attention to this matter.

Very truly yours,



Eugene K. Jimenez
Housing Director

APPROVED:



Bernard P. Carvalho, Jr.
Mayor

C2009-287

AFFORDABLE HOUSING PROGRAM
 6.00% Conventional Mortgage Rate
 \$70,600 Kauai Median Household Income
 Effective : 03/19/09

2009

6.00%

KAUAI COUNTY HOUSING AGENCY
 \2009limits
 03/19/09

AFFORDABLE FOR-SALE HOUSING PRICES

Dwelling Size by Bedroom Count

	Studio	1-Bedrm	2-Bedrm	3-Bedrm	4-Bedrm	5-Bedrm
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120% Income	59,350	63,575	76,250	88,125	98,300	108,475
Sales Price	216,600	235,100	290,800	342,900	387,500	432,200
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Conventional 30-year fixed rate mortgage, 5.0% down payment, 30% loan to income ratio, \$250 tax & insurance, mortgage insurance on non-CPR sales and \$450 tax & insurance, mortgage insurance, maintenance/association fee on condo/CPR sales.

C7009-287

COUNTY COUNCIL
Bill "Kaipo" Asing, Chair
Jay Furfaro, Vice Chair
Tim Bynum
Dickie Chang
Daryl W. Kaneshiro
Lani T. Kawahara
Derek S. K. Kawakami



OFFICE OF THE COUNTY CLERK

Peter A. Nakamura, County Clerk
Ernesto G. Pasion, Deputy County Clerk

Phone (808) 241-6371
Fax (808) 241-6349

Council Services Division
4396 Rice Street, Room 206
Līhu'e, Kaua'i, Hawai'i 96766-1371

RECEIVED

MEMORANDUM

'09 AUG 13 P12 52

August 13, 2009

OFFICE OF
THE COUNTY CLERK
COUNTY OF KAUAI

TO: Kaua'i County Councilmembers
FROM: Bill "Kaipo" Asing, Council Chair *B.K.A.*
SUBJECT: SELECTION PROCESS OF COUNTY AUDITOR

In my memo of August 11, 2009 regarding the selection process of a County Auditor, I informed you that an ad would be placed with *The Garden Island* newspaper on its Sunday, August 16, 2009 issue. The ad will also be placed in the County website to start on August 16, 2009 and end on August 31, 2009. Moreover, the ad will also be published in the Sunday, August 16, 2009 issue of *The Honolulu Advertiser*.

I also indicated that the selection process would be discussed in open session on the County Council meeting of Wednesday, August 19, 2009. Attached is a proposed schedule for our discussion, finalization, and approval. I would also like to request that a 3-member Selection Committee be appointed to screen applicants and that the deadlines and dates for receiving applications, screening of applications, executive session interview of finalists, and final adoption of a resolution appointing the auditor as proposed in the attached schedule be approved.

Att.

C2009-288

PROJECT: COUNTY AUDITOR SELECTION PROCESS

<u>EVENT</u>	<u>DATE</u>
A. CHAIR AND VICE-CHAIR MEET TO DISCUSS THE HIRING OF AUDITOR.	8/12/2009 COB, Wednesday
B. INFORM OTHER COUNCILMEMBERS OF THE HIRING PROCESS.	8/12/2009 COB, Wednesday
C. POSTING DATE OF THE HIRING AD WITH THE GARDEN ISLAND, HONOLULU ADVERTISER, AND COUNTY WEBSITE.	8/16/2009 Sunday
D. ESTABLISH THE DEADLINE TO RECEIVE APPLICANTS' RESUMES.	8/30/2009 Sunday
E. DISCUSS WITH COUNCILMEMBERS IN THE 8/19/09 COUNCIL MEETING TO ESTABLISH A 3-MEMBER SELECTION COMMITTEE.	8/19/2009 Wednesday
F. ESTABLISH THE DATE TO SCREEN APPLICANTS.	9/3/2009 COB, Thursday
G. NOTIFY THE FINALISTS FOR DATE OF INTERVIEW.	9/4/2009 COB, Friday
H. ESTABLISH AGENDA DATE & TIME FOR INTERVIEWS IN EXECUTIVE SESSION. (Special Council Meeting, in executive session, before the start of the scheduled Council Meeting)	9/9/2009 8:30 a.m. - 9:15 a.m. Wednesday
I. ESTABLISH THE DATE FOR APPROVAL OF RESOLUTION TO APPOINT THE AUDITOR. (Special Council Meeting at 8:30 a.m. before the regular scheduled Committee meeting).	9/16/2009 Wednesday

2009-288



KAUAI CIVIL DEFENSE AGENCY

3990 Kaana Street, Suite 100
Lihue, HI 96766
Bus: (808) 241-1800
FAX (808) 241-1860
E-Mail: emops-kcda@scd.state.hi.us

RECEIVED

'09 JUL 30 110 :26

July 28, 2009

OFFICE OF
THE COUNTY CLERK
COUNTY OF KAUAI

Honorable William Kaipo Asing, Council Chairman
Kauai County Council
4396 Rice Street
Lihue, HI. 96766

RE: First Amendment of License Agreement with Bank of Hawai'i Trust for Walter D. McBryde and Hawaiian Trust Company, Ltd. for Kukuilono Park radio site lease for the 800 MHz radio.

Dear Chairman Asing,

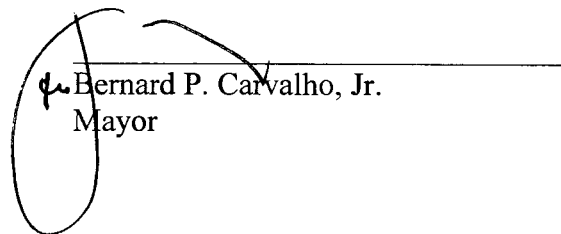
The Emergency Management Officer, Kaua'i Civil Defense Agency, is requesting Council to approve a license agreement between the County of Kaua'i and Bank of Hawai'i "Trust Services" which extends the lease of the County's 800 MHz radio site located on a site known as Kukuilono Park in Kalaheo, which expired on June 30, 2009, and automatically extends the lease for three (3) years until June 30, 2012. The rate of the lease increases by one percent (1%) per year for three years of this agreement. If approved by Council, I request that the County Clerk sign on behalf of the "Licensee" the "First Amendment of License Agreement". The "Agreement" has been reviewed and approved as to form and legality by County Attorney's Office.

Sincerely,

Acknowledge and forwarded,


Mark Marshall

Emergency Management Officer


Bernard P. Carvalho, Jr.
Mayor

02009-289

FIRST AMENDMENT OF LICENSE AGREEMENT

THIS FIRST AMENDMENT OF LICENSE AGREEMENT (this "Amendment") dated as of July 20, 2009, is made by and between **BANK OF HAWAII**, a Hawaii corporation, successor by merger to Hawaiian Trust Company, Limited, as Trustee under that certain indenture made between Walter D. McBryde and said Hawaiian Trust Company, Limited, dated August 20, 1918, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 498 at Page 488, as amended from time-to-time, whose mailing address is P.O. Box 3170, Honolulu, Hawaii 96802, hereinafter called the "**Trust**" or "**Licensor**", and the **COUNTY OF KAUAI**, whose mailing address is c/o Kauai Civil Defense Agency, 3990 Kaana St., #100, Lihue, Hawaii 96766-1268, hereinafter called "**Licensee**".

WITNESSETH:

WHEREAS, Licensor and Licensee entered into that certain unrecorded license agreement dated July 1, 1994 (the "License"), pursuant to which Licensee uses certain land located at the Kukuiohono Park in Kalaheo, island of Kauai, Hawaii;

WHEREAS, Licensor and Licensee hereby agree to amend the terms of the License on the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the premises, the mutual covenants and conditions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. **Definitions.** Capitalized terms used in this Amendment and not otherwise defined herein shall have the respective meaning assigned thereto in the License.
2. **Amendments.** The License is amended as follows:
 - (a) **Term.** The term of the License shall be extended for an additional three (3) year period, commencing on July 1, 2009 and terminating on June 30, 2012 ("Extension Period").
 - (b) **License Fee.** For the Extension Period, Licensee shall pay to Licensor a monthly license fee ("License Fee") as follows:

<u>Period</u>	<u>Monthly Rate</u>
July 1, 2009 – June 30, 2010	\$3,067.90
July 1, 2010 – June 30, 2011	\$3,098.58
July 1, 2011 – June 30, 2012	\$3,129.57

The foregoing License Fee shall be payable in the foregoing monthly amounts, in advance, on the first day of each calendar month and otherwise in accordance with the terms of the License. The

License Fee shall be payable in addition to all other charges specified to be paid under the License, including, but not limited to general excise tax. Paragraph 3.3 of the License shall not apply to the Extension Period.

(c) General. All provisions of the License are amended in conformity with the foregoing amendments.

3. Representations and Warranties. As a material inducement to Licensor to execute and deliver this Amendment, Licensee hereby represents and warrants as follows:

(a) Each and all of Licensee's representations and warranties set forth in the License are true and correct in all material respects with the same force and effect as if made on the date hereof, except to the extent that they expressly relate to a specific earlier date.

(b) No default or event of default with respect to Licensee's obligations under the License has occurred and is continuing on the date hereof.

(c) Licensee has done nothing to give rise to the payment of a broker's commission or fee in connection with this transaction.

(d) This Amendment has been duly executed on behalf of Licensee by its authorized representative(s) pursuant to all necessary corporate, partnership or other authority.

4. Effectiveness and Limitations. This Amendment shall not be effective unless both Licensor and Licensee have duly executed and delivered this Amendment. If such execution and delivery occurs, the License shall be deemed amended in accordance with this Amendment with the same force and effect as if the provisions of this Amendment had originally been set forth in the License. This Amendment shall be limited precisely as written and shall not otherwise be deemed to constitute a consent to any waiver or modification of any other terms or provisions of the License. Except as otherwise amended by this Amendment, all provisions of the License are ratified, confirmed and shall remain in full force and effect.

5. Miscellaneous.

(a) No Waiver. The execution and delivery of this Amendment shall in no manner constitute a waiver of any defaults which may have occurred and be continuing under the License.

(b) Further Actions. Licensee shall take all such further actions and execute and deliver all such further documents as may be reasonably requested by the Licensor to further evidence or effect the transactions contemplated by this Amendment.

(c) Paragraph Headings. The paragraph headings of the various provisions of this Amendment are for convenience of reference only and shall in no manner affect the meaning or interpretation of any of the provisions hereof.

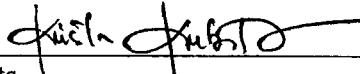
(d) Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Hawaii.


(e) Limit on Trustee's Liability. In accordance with Section 560:7-306(a) of the Hawaii Revised Statutes (2001), as amended, said Bank of Hawaii is executing this document solely in its capacity as Trustee as aforesaid, and is not assuming any personal liability in its corporate capacity hereunder. Any recovery against the Trust based on this instrument shall be limited to the assets of the Trust referred to above.

(f) Counterparts; Faxed and Emailed Executed Instruments. The parties may execute this Amendment using counterpart signature pages. A party's delivery of the signature pages of this Amendment by fax or email shall be as effective as the delivery of original signatures by such party.

IN WITNESS WHEREOF, Licensor and Licensee have duly executed this Amendment as of the date first above written.

Licensor: BANK OF HAWAII, a Hawaii corporation,
as Trustee as aforesaid and not individually

By 
Its ASST. VICE PRESIDENT

By 
Its VICE PRESIDENT

Licensee: COUNTY OF KAUAI

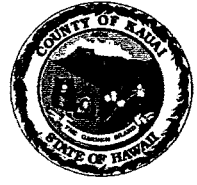
By 
Its Director of Finance

By _____
Its County Clerk

APPROVED AS TO FORM AND
LEGALITY:


Deputy Corporation Counsel

Bernard P. Carvalho, Jr.
Mayor



Janine M. Z. Rapozo
Executive on Transportation

Gary K. Heu
Administrative Assistant

**COUNTY OF KAUAI
TRANSPORTATION AGENCY**

July 29, 2009

RECEIVED

The Honorable Bill "Kaipo" Asing, Chair
And Members of the Kauai County Council
4396 Rice Street
Lihue, HI 96766

'09 AUG -5 A9:56

ATTENTION: LANI T. KAWAHARA, CHAIR OF THE
PARKS/TRANSPORTATION COMMITTEE

VIA: Gary K. Heu, Administrative Assistant

Dear Chair Asing and Members:

The Transportation Agency periodically enters into right-of-entry/easement agreements with landowners on an as needed basis to establish and operate bus stops on their property. The landowners routinely ask that they be indemnified by the County in exchange for granting the County the privilege of operating bus stops on their property. As such, one provision of these agreements requires the County to indemnify the landowner against negligent acts or omissions to act by the County while the County is using the right-of-entry or easement.

Therefore, the Transportation Agency requests Council's approval to indemnify Island School to establish a bus stop on their property.

Thank you for your consideration in this matter.

Sincerely,

Janine M. Rapozo
Janine M.Z. Rapozo
Executive on Transportation

APPROVED: *[Signature]*
Bernard P. Carvalho, Jr.
Mayor, County of Kauai

C2009-290



THE KAUA'I BUS



RIGHT-OF-ENTRY AGREEMENT

THIS RIGHT-OF-ENTRY AGREEMENT is made and entered into this _____ day of _____, 2009, by and between the County of Kaua'i, a political subdivision of the State of Hawaii, through its County Transportation Agency, whose principal place of business and mailing address is 3220 Hoolako Street, Lihue, Kaua'i, Hawaii 96766, hereinafter called "County" and Island School, whose mailing address is 3-1875 Kaumuali'i Highway, Lihue, Hawaii, 96766, hereinafter called "Owner,"

W I T N E S S E T H :

WHEREAS, OWNER is the owner of that certain parcels of land situate at 3-1875 Kaumuali'i Highway, Puhi, Kaua'i, being TMK: 3-8-002-016, and more specifically and as designated by signage, the parking lot area of the Administrative Building, on the island of Kauai, hereinafter called "premises;" and

WHEREAS, County desires to operate The Kaua'i Bus, a public transportation system, whose function will include picking up and dropping off passengers limited to the parking lot area on the premises; and

WHEREAS, Owner is willing to permit County to enter the premises for said purpose; and

C2009-290

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties herein, for themselves and their successors, do hereby agree as follows:

1. Owner does hereby grant to the County, its officers, employees, and contractors, the right and privilege to enter the premises to conduct the pick up and drop off of passengers by bus, on said premises.

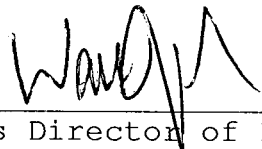
2. The premises may be occupied and used by County for such purpose as may be necessary or required, including the right of ingress and egress to and from said premises.

3. County shall at all times with respect to the premises use due care for safety, and shall indemnify and hold harmless the Owner from and against any loss, liability, cost, claim, or demand for injury or damage to real or personal property or injury or death to any person on or about the premises to the extent that such damage, injury, or death is caused by any negligent act or omission to act by the County while on the premises picking up and dropping off passengers.

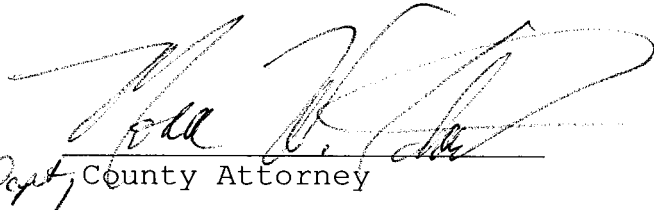
4. This Right of Entry Agreement shall be effective until terminated by either party upon thirty (30) days written notice provided to the other. The thirty (30) day period shall begin on the date that notice is received by the receiving party.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

COUNTY OF KAUA'I

By 
Its Director of Finance

APPROVED AS TO FORM:


Deputy County Attorney

By _____
Its County Clerk

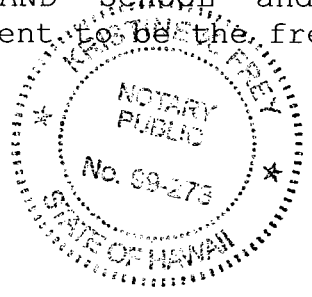
ISLAND SCHOOL

By 
Its Business Manager

ISLAND SCHOOL
3-1875 KAUMUALII HWY.
LIHUE, HI 96766-9597

STATE OF HAWAII)
) ss:
COUNTY OF KAUA'I)

On this 9th day of July, 2009, before me personally appeared MICHAEL GOTO, to me personally known, who, being by me duly sworn, did say that he is, the BUSINESS MANAGER of ISLAND SCHOOL and said MICHAEL GOTO acknowledged said instrument to be the free act and deed of said ISLAND SCHOOL.



Kristine K. Frey
Notary Public, State of Hawaii
My Commission Expires: 5/26/2011

Doc. Date: undated No. of Pages: 5
Notary Name: KRISTINE K. FREY 5th Circuit
Doc. Description: Right of Entry Agreement

Kristine K. Frey
Notary Signature

7/9/09
Date



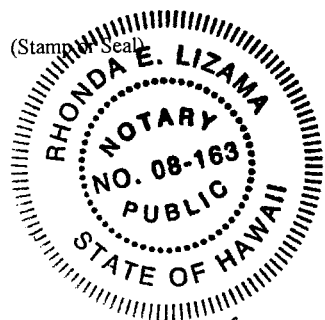
(Stamp or Seal)

State Of Hawaii)
County Of Kauai) SS:
5th Judicial Circuit)

On 27 July 2009 before me personally appeared WALLACE G. REZENTES, JR., to me personally known, who, being by me duly sworn, did say that he is the Director of Finance of the County of Kauai, a political subdivision of the State of Hawaii and did say that he executed the foregoing instrument on behalf of the COUNTY OF KAUAI by authority of its Charter having been duly authorized to execute such instrument in such capacity.

Doc. Description: RIGHT-OF-ENTRY AGREEMENT
COK DEPT. OF TRANSPORTATION/ ISLAND SCHOOL

Doc. Date: NONE No. Pages 5



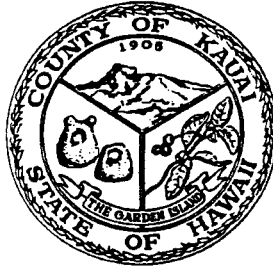
Rhonda E. Lizama 7/27/2009
RHONDA E. LIZAMA Date
My Commission Expires: 5/18/2012

Notary Signature

Date

(Stamp or Seal)

BERNARD P. CARVALHO, JR.
MAYOR



DONALD M. FUJIMOTO
COUNTY ENGINEER
TELEPHONE 241-4992

GARY K. HEU
ADMINISTRATIVE ASSISTANT

RECEIVED
'09 AUG -5 P 4:06
EDMOND P.K. RENAUD
DEPUTY COUNTY ENGINEER
TELEPHONE 241-4992

**AN EQUAL OPPORTUNITY EMPLOYER
COUNTY OF KAUAI**

DEPARTMENT OF PUBLIC WORKS
4444 RICE STREET
MO'IKEHA BUILDING, SUITE 275
LIHU'E, KAUAI, HAWAII 96766-1340

August 3, 2009

Honorable Bill "Kaipo" Asing, Council Chairman
and Members of the County Council
County of Kauai
Lihue, HI 96766

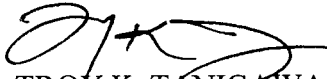
RE: REQUEST FOR APPROVAL OF RIGHT OF ENTRY AGREEMENT WITH KEKAHA
AGRICULTURE ASSOCIATION

Dear Chairman Asing and Members of the County Council:


Enclosed is a copy of the final version of the subject Right-of-Entry agreement, executed by the Kekaha Agriculture Association (KAA) and the Hawaii State Agribusiness Development Corporation. This ROE is necessary to permit an area to conduct beverage container redemption operations. The ROE also contains indemnification provisions as outlined in the agreement.

Please call me at 241-4838 if you have any questions.

Sincerely,


TROY K. TANIGAWA
Environmental Services
Management Engineer

CONCUR:


DONALD M. FUJIMOTO
County Engineer

APPROVED:


BERNARD P. CARVALHO JR.
Mayor

TKT
Enclosure

C2009-291

ORIGINAL

RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT is entered into this _____ day of _____, 2009, by and between KEKAHA AGRICULTURE ASSOCIATION, a Hawai'i agricultural cooperative (hereinafter "Grantor"), whose mailing address is P. O. Box 940, Waimea, Kauai, Hawaii 96796, and the COUNTY OF KAUA'I (hereinafter "County"), a political subdivision of the State of Hawai'i, whose principal place of business and mailing address is 4444 Rice Street, Līhu'e, Kauai, Hawai'i 96766.

WITNESSETH:

WHEREAS, Grantor is the Licensee of those parcels of land covered by that certain "Restated Memorandum of Agreement Between State of Hawai'i Agribusiness Development Corporation and Kekaha Agriculture Association" (hereinafter sometimes referred to as "MOA"); and

WHEREAS, one of the parcels covered by the MOA is identified as Tax Map Key No. (4) 1-2-002:001; and

WHEREAS, the County desires to relocate its Certified Redemption Center (hereinafter sometimes referred to as the "CRC") currently located at the Kekaha Landfill to a ¼ acre portion of Tax Map Key No. (4) 1-2-002:001 adjacent to Kekaha Road across from the Old Mill as shown on the site plan attached hereto as Exhibit "A" and by reference incorporated herein (hereinafter referred to as "Subject Property"); and

WHEREAS, in order to effectively relocate the CRC, the County and its Contractors (including but, not limited to "Kaua'i Community Recycling Services" and any other

approved County Contractor) must enter, cross over, and install minor improvements, and equipment during operations upon the Subject Property; and

WHEREAS, the Grantor understands that the General Public will also need to access the Subject Property to utilize the CRC; and

WHEREAS, the Grantor hereby states that it is the true and correct Licensee of the Subject Property, and is authorized to enter into this agreement by the State of Hawaii's Agribusiness Development Corporation; and

WHEREAS, the State of Hawaii Agribusiness Development Corporation hereby approves and consents to Grantor entering into this Right of Entry Agreement with the County by signing below.

NOW, THEREFORE, in consideration of the work to be conducted by the County, the Grantor does hereby grants to the County a right of entry (hereinafter "ROE") onto the Subject Property subject, however, to the following terms and conditions:

1. Scope and Purpose. This ROE shall be granted to the County only as to that portion of Tax Map Key No. (4) 1-2-002.001 identified as the Subject Property shown on Exhibit "A." This ROE is granted only for the purpose of allowing the County access onto the Subject Property to conduct site development and CRC operations pursuant to the County's standard operating procedures. Written copies of said standard operating procedures have been provided to Grantor, receipt of which is hereby acknowledged. The general public shall be allowed entry onto the Subject Property during the time periods which the County schedules CRC activities.

The Grantor shall be notified in writing by the County Engineer of the date the site development on the Subject Property will commence.

0709-291

2. Rent. For and during the term of this ROE and any renewal hereof, the rent shall be the sum of FIVE HUNDRED AND NO/100 DOLLARS \$500.00 per month for each and every calendar month from and after the date of this Agreement paid to Grantor on or before the first day of each calendar month. In the event the ROE is executed in full on a date other than the first of the month, rent shall be prorated by the percentage equal to the number of days remaining in the initial month of this agreement divided by the total number of days in the initial month agreement.

3. Compliance With Rules and Laws. The County will abide by and fully comply with all laws, statutes and ordinances, and all rules and regulations made by the Grantor or any governmental authority, while upon, occupying or using the Subject Property. The County shall at all times with respect to the Subject Property exercise due care for public and private safety.

4. No Interference. The County will not interfere with any work being performed, or other operations being carried out, or use being engaged in, on the remaining portions of Tax Map Key No. (4) 1-2-002:001 not covered by the ROE by, on behalf of, or authorized by the Grantor or any tenant or licensee of the Grantor.

5. No Alternation of Improvements. The County shall not engage alter, change or modify any of the improvements on the remaining portions of Tax Map Key No. (4) 1-2-002:001 not covered by the ROE, without the prior written consent of the Grantor, which the Grantor may withhold at its sole discretion.

6. As - Is Condition. The Grantor does not make any representation or warranty with respect to the condition of the Subject Property or the suitability of said

Property for the County's use for the CRC and the County accepts the Subject Property in its "as is" condition.

7. Hazardous Materials. The Grantor shall not be liable for any damages due to the presence of Hazardous Materials on, under or within the Subject Property. The County shall not bring in, accept, store, or use any Hazardous Material on the Subject Property and shall indemnify and defend Grantor for any loss, damage, injury, or causes of action arising out of or related to the presence or use of any Hazardous Material on the Subject Property while covered by the ROE. As used herein, the term "Hazardous Material" means and includes, without limitation, inflammable explosives, radioactive materials, asbestos, organic compounds (including polychlorinated biphenyls), pollutants, contaminants, hazardous wastes, toxic substances or related materials and any substances defined as or included in the definitions for "hazardous substances", "Hazardous wastes" "extremely hazardous wastes", Hazardous materials, or "toxic substances" under the following laws, ordinances and regulations ("Hazardous Materials Laws"): Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Resource Conservation and Recovery Act, the Hazardous Materials Control Act, the Safe Drinking Water Act, as the same may be amended from time to time, and similar Hawaii State and local laws and ordinances, and regulations now or hereafter adopted, accomplished and promulgated pursuant thereto applying to the Subject Property.

8. Insurance. The County and its agents, employees, invitees and contractors shall carry and maintain at its sole cost and expense the following insurance policies and coverage if the box below is checked by the Grantor:

- required a. Comprehensive general liability insurance, including contingent liability, contractual liability and products and completed operations liability, covering all activities conducted on the Subject Property. The limits of liability shall be not less than:

Bodily Injury and Property Damage Liability
\$500,000 each occurrence / \$1,000,000 aggregate:

and

Personal Injury Liability
\$500,000 each occurrence / \$1,000,000 aggregate.

If the policy is written on a "claims made" form, it shall provide for an extended reporting period of not less than three (3) years.

- required b. Comprehensive automobile liability insurance covering all owned, hired or non-owned vehicles, including the loading or unloading thereof on the Subject Property:

Bodily Injury and Property Damage Liability
\$500,000 each accident.

- required c. Worker's compensation insurance affording statutory limits, and employers' liability coverage with limits of no less than \$500,000 covering all persons admitted to the Subject Property under the terms of this ROE.

All required policies shall be written by companies acceptable to the Grantor and authorized to do business in the State of Hawaii. All insurance policies required under this ROE shall name Grantor as an additional insured.

9. Termination of ROE. The ROE shall terminate upon the completion of the work as determined by the County Engineer or June 30, 2010, whichever shall occur first. Should the County desire to continue the ROE beyond the termination date, the parties may mutually agree to a month-to-month extension, as provided for in Section 11.A below. Upon termination of the ROE and any extension thereof, the County agrees to remove all improvements made to the Subject Property and restore the Subject Property to the condition it was in prior to the effective date of the ROE.

10. Term of ROE for cause. The County understands and agrees that it will fully comply with all of its obligations under this ROE and that the Grantor can immediately terminate the ROE in the event the County violates any provision under this ROE.

11. Extension of ROE.

A. 2010-2011 ROE Extension: By mutual agreement between the parties hereto, the ROE may be extended on a month-to-month or term basis for an additional twelve (12) month period not to exceed June 30, 2011, at the monthly rental price and under the same terms and conditions as specified herein. Such extension shall be initiated by a written request for an extension by the County. The Grantor shall indicate its acceptance of the written request by signing and approving the request. Any extension request for an extension past June 30, 2010, shall be entered into and be effective only upon the availability to the County of State funds from the Deposit Beverage Container Program to pay for the continued operation of the CRC. The County agrees to cease all activities and keep the Subject Property secure until any extension request becomes effective. If the County does not notify the Grantor by

September 30, 2010, that State funds are available, the ROE shall not be extended and will be terminated without further notice.

B. 2011-2012 ROE Extension: By mutual agreement between the parties hereto, the ROE may be extended on a month-to-month or term basis for an additional twelve (12) month period not to exceed June 30, 2012, at the same monthly rental price and under the same terms and conditions as specified herein. Such extension shall be initiated by a written request for an extension by the County. The Grantor shall indicate its acceptance of the written request by signing and approving the request.

Any extension request for an extension past June 30, 2011, shall be entered into and be effective only upon the availability to the County of State funds from the Deposit Beverage Container Program to pay for the continued operation of the CRC. The County agrees to cease all activities and keep the Subject Property secure until any extension request becomes effective. If the County does not notify the Grantor by September 30, 2011, that State funds are available, the ROE shall not be extended and will be terminated without further notice.

12. Definition of "County". For purposes of this ROE, "County" includes, but is not limited to, its officers, employees, agents, independent contractors or any state and federal agency contracting with the County, and any state, federal, or independent agencies involved in the operation of the CRC. "County" also includes any persons, natural or corporate, acting on behalf of the County, with or without compensation.

13. Liability and Indemnification. The County agrees to indemnify, defend, release and hold harmless the Grantor and its Licensor, State of Hawai'i, Agribusiness Development Corporation, from and against any and all costs, claims, suits, fines, damages, or causes of action of any kind for injury of any kind to any person, including all entities listed under the definition of "County" in item number 12 above, or damage to any property of any kind caused, in whole or in part, by the County's actions or omissions arising out of the exercise of this ROE. Further, the County agrees that neither the Grantor nor its Licensor shall be liable, either at law or in equity, should the County suffer injury to its personnel or damage to its property as a result of work conducted upon the Subject Property. The County will not be liable or responsible for any property damage or conditions that existed prior to the County's exercise of this ROE.

14. Officer-in-Charge. The County Engineer or his authorized representative shall be the officer-in-charge of the County's compliance with the terms and conditions of this ROE. Any and all questions, disputes, or interpretation concerning the work to be performed shall be addressed to the officer-in-charge.

15. Grantors, Heirs, etc. The Grantor understands and agrees that this ROE is binding upon it, its agents, heirs, executors, administrators, beneficiaries, successors, and assigns. The term "Grantor" shall include persons, both natural and corporate.

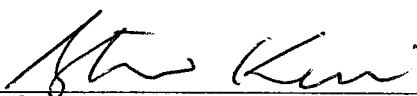
16. Number and Gender. Words in the masculine gender shall signify both the masculine and feminine gender, those in the singular or plural number shall signify both the singular and plural number, and words importing adults shall include youths or children.

17. Severability. If any provision of this ROE or the application of such provision to certain circumstances is held invalid, all remaining provisions of this ROE and the indemnification provisions and the application of such provisions to circumstances other than those which are held invalid shall not thereby be held invalid.

IN WITNESS HEREOF, the parties have caused this Right Of Entry Agreement to be executed on the date first noted above.

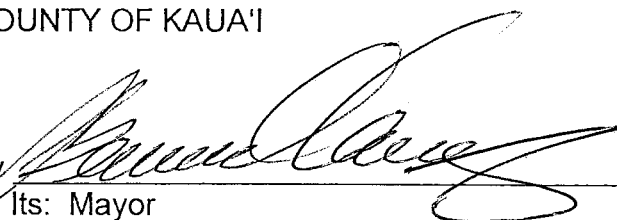
GRANTOR:

KEKAHA AGRICULTURE ASSOCIATION, a
Hawaii agriculture cooperative

By 
Its: President

GRANTEE:


COUNTY OF KAUA'I

By 
Its: Mayor

APPROVED AS TO FORM
AND LEGALITY:

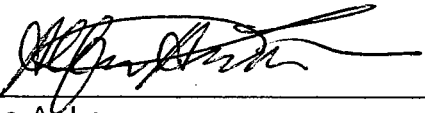

Deputy County Attorney

By _____
Its: County Clerk

By 
Its: Director of Finance

APPROVE AND CONSENT:

AGRIBUSINESS DEVELOPMENT
CORPORATION,
a public body corporate and politic

By 

Alfredo A. Lee
Its Executive Director

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

On this 26th day of JUNE, 2009, before me appeared STEVEN KAI to me personally known, who, being by me duly sworn, did say that he/she is the PRESIDENT of the Kekaha Agriculture Association, a Hawai'i agricultural cooperative; that said instrument was signed on behalf of said Association; and said PRESIDENT acknowledged said instrument to be the free act and deed of said Kekaha Agriculture Association.

Myrna M Costales
MYRNA M COSTALES
Notary Public, State of Hawai'i

My commission expires: 10-16-2011

Doc. Date: <u>NOT DATED AT TIME</u>	# Pages: <u>16</u>
<small>IF NOTARIZATION</small>	
Notary Name: <u>MYRNA M COSTALES</u>	<u>5th</u> Circuit
Doc. Description: <u>RIGHT OF ENTRY</u>	
<u>AGREEMENT</u>	
<u>Myrna M Costales</u>	<u>6-26-2009</u>
Notary Signature	Date (Stamp or Seal)

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

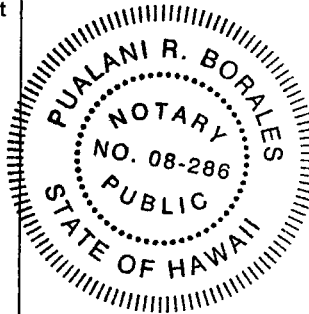
On this 12th day of August, 2009, before me appeared **BERNARD P. CARVALHO, JR.**, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the COUNTY OF KAUA'I, a political subdivision of the State of Hawai'i; that said instrument was signed on behalf of said COUNTY OF KAUA'I by authority of its Charter; and said Mayor acknowledged said instrument to be the free act and deed of said COUNTY OF KAUA'I.

Pualani R. Borales
Pualani R. Borales
Notary Public, State of Hawai'i

My commission expires:

**My Commission Expires:
08/03/2012**

Doc. Date: <u>undated</u>	# Pages: <u>16</u>
Notary Name: <u>Pualani R. Borales</u>	<u>5th</u> Circuit
Doc. Description: <u>Right of Entry Agreement</u>	
<u>Pualani R Borales</u>	<u>8/12/09</u>
Notary Signature	Date (Stamp or Seal)



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

On this _____ day of _____, 2009, before me appeared **PETER A. NAKAMURA**, to me personally known, who, being by me duly sworn, did say that he is the County Clerk of the COUNTY OF KAUA'I, a political subdivision of the State of Hawaii; that said instrument was signed on behalf of said COUNTY OF KAUA'I by authority of its Charter; and said County Clerk acknowledged said instrument to be the free act and deed of said COUNTY OF KAUA'I.

Notary Public, State of Hawaii

My commission expires:

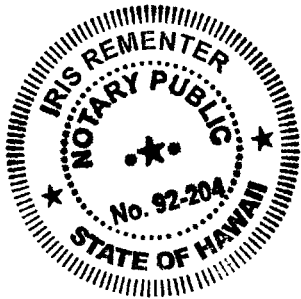
Doc. Date: _____	# Pages: _____
Notary Name: _____	_____ Circuit
Doc. Description: _____	

Notary Signature	Date (Stamp or Seal)

02009-291

STATE OF HAWAII)
) ss.
COUNTY OF KAUAI)

On this 21st day of July, 2009, before me appeared Alfredo A. Lee to me personally known, who, being by me duly sworn, did say that he/she is the Exec. Director of the AGRIBUSINESS DEVELOPMENT CORPORATION, a public body corporate and politic; that said instrument was signed on behalf of said Agribusiness Development Corporation; and said Alfredo A. Lee acknowledged said instrument to be the free act and deed of said Agribusiness Development Corporation.



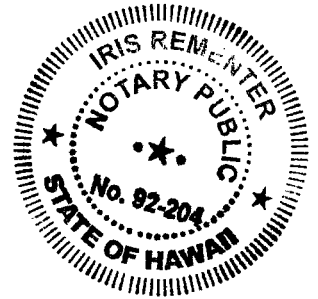
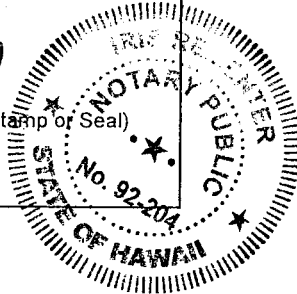
Iris Rementer

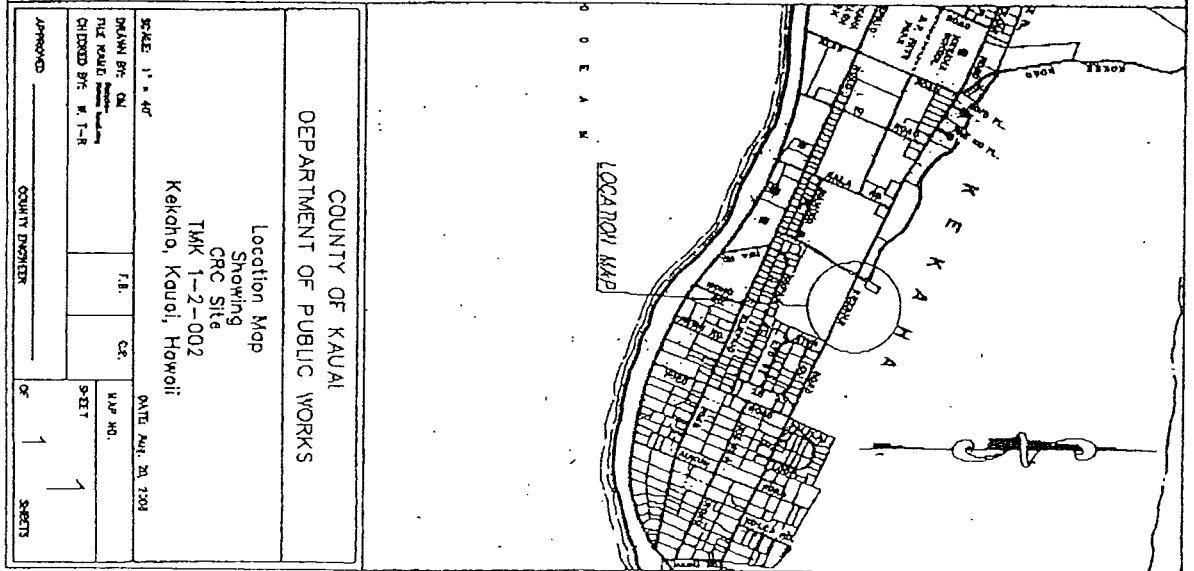
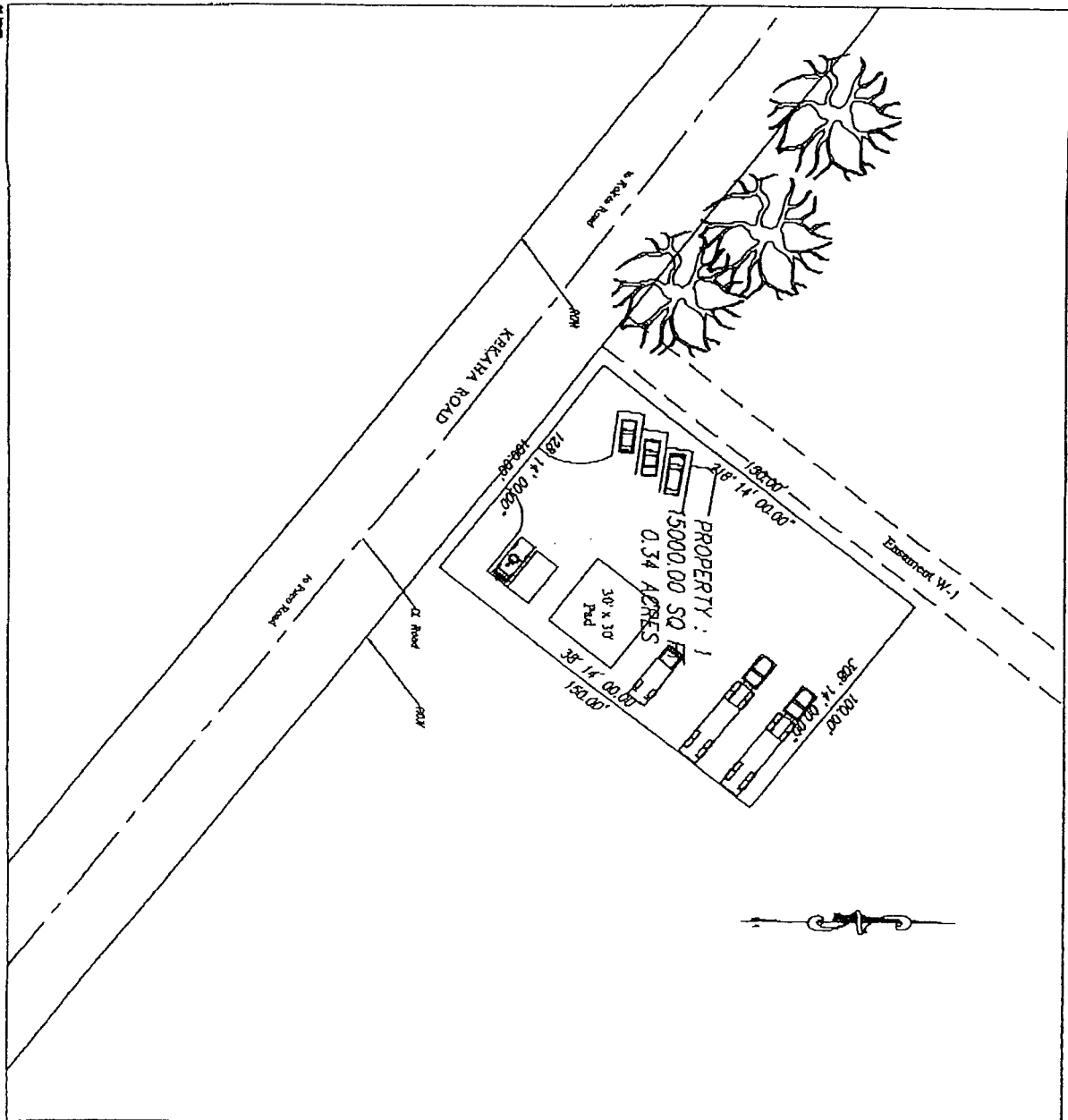
Iris Rementer
Notary Public, State of Hawaii

My commission expires: 3/20/2012

Doc. Date: <u>undated</u>	# Pages: <u>16</u>
Notary Name: <u>Iris Rementer</u>	<u>1st</u> Circuit
Doc. Description: <u>Right of Entry Agreement</u>	
<u>Iris Rementer</u>	<u>7/21/09</u>
Notary Signature	Date

(Stamp or Seal)





COUNTY OF KAUAI DEPARTMENT OF PUBLIC WORKS			
Location Map Showing CRC Site TRK 1-2-002 Kekaha, Kauai, Hawaii			
SCALE: 1" = 40'	F.I.	C.F.	DATE MAP: 21 708
DRAWN BY: DJL			
CHECKED BY: M. T-R			
APPROVED: _____	COUNTY ENGINEER	SHEET 1	OF 1 SHEETS

EXHIBIT "A" 07009-291

COUNTY COUNCIL
Bill "Kaipo" Asing, Chair
Jay Furfaro, Vice Chair
Tim Bynum
Dickie Chang
Daryl W. Kaneshiro
Lani T. Kawahara
Derek S. K. Kawakami



OFFICE OF THE COUNTY CLERK

Peter A. Nakamura, County Clerk
Ernesto G. Pasion, Deputy County Clerk

Telephone (808) 241-6371
Fax (808) 241-6349
Email cokcouncil@kauai.gov

Council Services Division
4396 Rice Street, Room 206
Līhu'e, Kaua'i, Hawai'i 96766-1371

July 30, 2009

The Honorable Bill "Kaipo" Asing
Chair, and Members
of the County Council
County of Kaua'i
Līhu'e, Hawai'i 96766

Chair and Members:

Pursuant to Section 23.06, Charter of the County of Kaua'i, we transmit a claim filed against the County of Kaua'i by Peggy Ellenburg-Pettler in behalf of Miriam Pettler for medical expenses.

A copy has been sent in advance to the County Attorney's Office.

Very truly yours,

PETER A. NAKAMURA
County Clerk

Enclosure

cc: Alfred B. Castillo, Jr., County Attorney
Peggy Ellenburg-Pettler for Miriam Pettler

RECEIVED

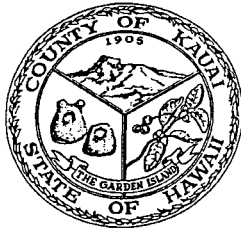
'09 JUL 30 A9:59

OFFICE OF
THE COUNTY CLERK
COUNTY OF KAUI

C7009-292

COUNTY COUNCIL

Bill "Kaipo" Asing, Chair
Jay Furfaro, Vice Chair
Tim Bynum
Dickie Chang
Daryl W. Kaneshiro
Lani T. Kawahara
Derek S. K. Kawakami



OFFICE OF THE COUNTY CLERK

Peter A. Nakamura, County Clerk
Ernesto G. Pasion, Deputy County Clerk

Telephone (808) 241-6371
Fax (808) 241-6349
Email cokcouncil@kauai.gov

Council Services Division
4396 Rice Street, Room 206
Lihu'e, Kaua'i, Hawai'i 96766-1371

RECEIVED
'09 AUG -4 P3:35

August 4, 2009

The Honorable Bill "Kaipo" Asing
Chair, and Members
of the County Council
County of Kaua'i
Lihu'e, Hawai'i 96766

OFFICE OF
THE COUNTY CLERK
COUNTY OF KAUAI

Chair and Members:

Pursuant to Section 23.06, Charter of the County of Kaua'i, we transmit a claim filed against the County of Kaua'i by Kira Seabury for medical expenses, loss of pay, and pain and suffering.

A copy has been sent in advance to the County Attorney's Office.

Very truly yours,

PETER A. NAKAMURA
County Clerk

Enclosure

cc: Alfred B. Castillo, Jr., County Attorney
Kira Seabury

C2009-293

COUNTY COUNCIL

COUNTY OF KAUAI

Resolution

**RESOLUTION ESTABLISHING SPEED RESTRICTION
FOR IWIPOLENA ROAD,
WAIMEA DISTRICT, COUNTY OF KAUAI**

WHEREAS, Chapter 16, Article 5 of the Kauai County Code authorizes the County Council to set maximum speed limits; and

WHEREAS, Iwipolena Road is located in the Waimea District, County of Kauai, State of Hawaii, and;

WHEREAS, The County Engineer, based on an engineering and traffic investigation has recommended that maximum speed limit of 15 miles per hour along Iwipolena Road is reasonable and safe; now therefore,

BE IT RESOLVED BY THE COUNCIL OF THE COUNTY OF KAUAI, STATE OF HAWAII, that:

SECTION 1. The maximum speed limit along the entire length of Iwipolena Road, as shown on the map attached hereto as Exhibit "A", is hereby established as follows:

15 MPH:

1. For the entire length of Iwipolena Road.

SECTION 2. The County Engineer or his representative shall post appropriate signs designating the above-referenced maximum speed limits imposed by this resolution.

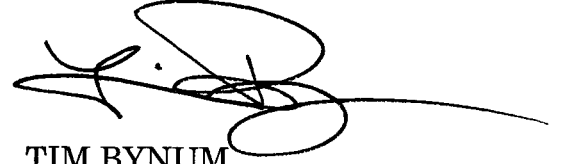
SECTION 3. Any person convicted of violating said speed limit shall be subject to the penalties prescribed in Section 16 - 21.6 of the Kauai County Code 1987.

Reso. No. 2009-51

SECTION 4. That the County Engineer is hereby directed and authorized to place the appropriate signs in conformity to this Resolution.

SECTION 5. This resolution shall take effect upon its approval.

Introduced by:



TIM BYNUM
(By Request)

V:CS OFFICE FILES:2009 RESOLUTIONS/iwipolena road/YS:lki

	Aye	Nay	Exc	Recused
Asing				
Bynum				
Chang				
Furfaro				
Kaneshiro				
Kawahara				
Kawakami				
Total				

Certificate Of Adoption

We hereby certify that Resolution No. _____
was adopted by the Council of the County of Kawa'i, State of
Kawa'i, Lihue, Kawa'i, Kawa'i, on

County Clerk
Dated

Chairman & Presiding Officer
Reso. No. 2009-51

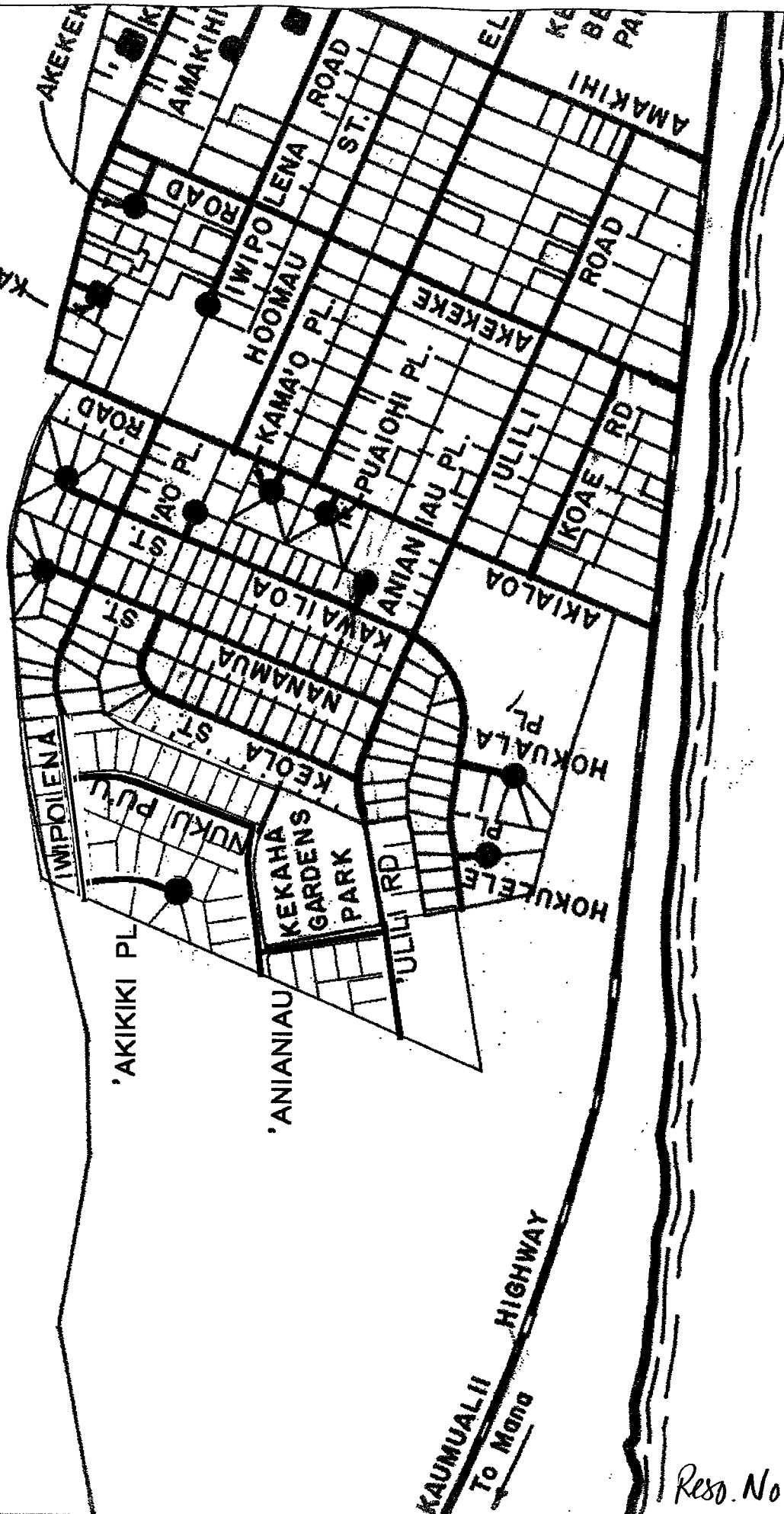
LEGEND



15 MPH



KEKAHA TOWN



PACIFIC OCEAN

EXHIBIT "A"

Reso. No. 2009-51