Meetings of the Board of Water Supply, County of Kaua‘i will be conducted in-person at the Department of Water Board Room, 2nd Floor located at 4398 Pua Loke Street, Lihue, Kauai, Hawaii, and 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://us06web.zoom.us/j/85785234036
Passcode: 626516

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: 857 8523 4036

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, February 16, 2023 – 9:30 a.m.

APPROVAL OF AGENDA

APPROVAL OF MEETING MINUTES
1. Regular Board Meeting – December 15, 2022
2. Executive Session – December 15, 2022
PUBLIC TESTIMONY
1. Letter from Harold Matsunaga dated November 25, 2022 regarding his excessive water bill

CORRESPONDENCE
1. Memo from Mayor’s Office dated December 27, 2022, re: Meeting Format (in-person, virtual or hybrid)
2. Memo from Mayor’s Office dated December 27, 2022, re: Salary Adjustments for Directly Appointed Directors

NEW BUSINESS
1. Manager’s Report No. 23-15 Discussion and Possible Action to approve a Grant of Easement from BBCP Kukui’ula Development, LLC and BBCP Kauai Mauka Lands LLC for Parcel I; Subdivision No. S-2021-1; TMK: (4) 2-6-023:038, 2-6-023:039, 2-6-003:001 (POR), and 2-6-003:031 (POR) Koloa, Kaua‘i, Hawai‘i
2. Manager’s Report No. 23-16 Discussion and Possible Action to approve the Conveyance of Water Facility from BBCP Kukui’ula Development, LLC and BBCP Kauai Mauka Lands LLC for Parcel I; Subdivision No. S-2021-1; TMK: (4) 2-6-003:001 (POR), 2-6-003:031 (POR), 2-6-023:038, 2-6-023:039 Koloa, Kaua‘i, Hawai‘i
3. Manager’s Report No. 23-17 Discussion and Possible Action for Board Approval on the Eleventh Amendment to Contract No. 427, Job No. 02-14, WP2020 WK-08 Kapa’a Homesteads 0.5 Million Gallon (MG) Storage Tank and Kapa’a Homesteads 325’ Tanks – Two 0.5 MG Storage Tanks and Connecting Pipelines, Kapa’a, with Bowers + Kubota Consulting for additional funds in the amount of $182,400 and a time extension of 900 calendar days
4. Manager’s Report No. 23-18 Discussion and Possible Action on the Sixth Amendment to Contract No. 533 Job No. 09-01 WP2020 #K-01, K-12, Phase II – Kalāheo 1111’ and 1222’ Water System Improvements, Kalāheo, Kaua‘i, Hawai‘i with Bowers + Kubota Consulting, Inc. for additional design funding in the amount of $82,700.00 and a time extension of 900 calendar days.
5. Manager’s Report No. 23-19 Discussion and Possible Action on approval of additional funds for the purchase of three (3) Emergency Generators per Solicitation GS-2023-02
6. Manager’s Report No. 23-20 Discussion and Possible Action on approval of additional funds for the purchase of one (1) 2-Wheel Drive 18,000 LB. GVWR Truck Cab and Chassis with Service Body, Underhood Air Compressor and Accessories per Solicitation GS-2023-03.

STAFF REPORTS
1. Fiscal - Statement of Revenues and Expenditures
   a. November and December Monthly Summary Budget
   b. Accounts Receivable Aging Summary
2. Public Relations Activities – updates on Public Notices & Announcements, Community Outreach & Education and Upcoming Events
3. Operational Activities – Monthly service dashboard & highlights, Monthly comparison of water produced, customer meter read, and water loss
4. Manager and Chief Engineer – update on monthly activities, personnel matters, and required communications to the Board
QUARTERLY REPORTS
1. Build America Bond – Statement of Expenditures
2. Claims Settled by Department of Water
3. Engineering – updates on quarterly accomplishments, Water Plan 2020 Construction Project status, and IDIQ service contracts
4. Information Technology

TOPICS FOR NEXT BOARD OF WATER SUPPLY MEETING: (February)
1. Department of Water’s (DOW) Draft Audit Report by N&K CPAs, Inc. for Fiscal Years 2022-2021
2. Update regarding DOW’s Water System Investment Plan

TOPICS FOR FUTURE BOARD OF WATER SUPPLY MEETING
1. Report from Manager and Chief Engineer – Manager’s DOW Performance Audit
2. Updates on various DOW Programs identified in December, 2021-22

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).

Pursuant to Hawai‘i Revised Statutes § 92-4 and § 92-5(a)(4), the purpose of this Executive Session is for the Board to consult with the Board's attorney on questions and issues pertaining to the Board's powers, duties, privileges, immunities, and liabilities as it relates to:


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.
The Board of Water Supply, County of Kaua‘i, met in a regular meeting in Līhu'e on Thursday, December 15, 2022. Chair Julie Simonton called the meeting to order at 9:37 a.m. The following Board members were present:

**BOARD:**
Ms. Julie Simonton, Chair
Mr. Kurt Akamine
Mr. Larry Dill
Mr. Troy Tanigawa

**EXCUSED:**
Mr. Greg Kamm
Mr. Tom Shigemoto
Mr. Kaʻaina Hull

**GUESTS:**
Beth Tokioka, Cameron Kruse, Fred Pascual (KIUC); Kaipo Duncan (DHHL)

Quorum was achieved with 4 members present at Roll Call.

**ANNOUNCEMENTS**
Next Scheduled Meeting: Thursday, January 26, 2023 (tentative) – 9:30 a.m.

**APPROVAL OF AGENDA**
The agenda was approved with no objections.

**APPROVAL OF MEETING MINUTES**
1. Regular Board Meeting – November 17, 2022
2. Executive Session – November 17, 2022
The meeting minutes were approved with no objections.

**PUBLIC TESTIMONY**
No public testimony was received.

**OLD BUSINESS**
1. Manager’s Report No. 23-07 Discussion and Possible Action on a Determination pursuant to Hawaii Revised Statues Ch. 201M; the Repeal of Part 1, Rules of Administrative Practice and Procedure, Section III Officers and Their Duties, subsection 1 Chairperson, paragraph b, subparagraph 2; the Repeal of Part 1, Rules of Administrative Practice and Procedure, Section III Officers and Their Duties, subsection 3 Secretary, paragraphs b, c. and d; and confirmation that the administrative functions covered in these Rules are delegated to and shall remain with Department personnel. *(deferred from November 17, 2022 meeting)*

At the request of Board member Dill, Deputy County Attorney Mahealani Krafft provided a brief summary of the proposed amendments to the Administrative Rules. **Board member Dill moved to approve Manager’s Report No. 23-07, seconded by Mr. Akamine; with no objections, motion carried with 4 Ayes.**
2. Manager’s Report No. 23-08 Discussion and Possible Action on Manager and Chief Engineer’s Proposed Goals for 2023 (deferred from November 17, 2022 meeting)

Board member Dill moved to approve Manager’s Report No. 23-08, seconded by Mr. Akamine; with no objections, motion carried with 4 Ayes.

NEW BUSINESS

1. Manager’s Report No. 23-09 Discussion and Adoption of Resolution No. 23-04, Farewell to Brian M. Fujii (Retiree), Water Service Investigator II, Operations Division

Chief of Operations Val Reyna shared some highlights of Brian’s career with the Department of Water and wished him a happy retirement.

Board member Akamine moved to approve Manager’s Report No. 23-09, seconded by Mr. Tanigawa; with no objections, motion carried with 4 Ayes.

2. Manager’s Report No. 23-10 Discussion and Adoption of Resolution No. 23-05, Farewell to Amy S.K. Kiyotsuka (Retiree), Clerk Dispatcher II, Operations Division

Chief of Operations Val Reyna shared some highlights of Amy’s career with the Department of Water and wished her a happy retirement.

Board member Tanigawa moved to approve Manager’s Report No. 23-10, seconded by Mr. Akamine; with no objections, motion carried with 4 Ayes.

3. Manager’s Report No. 23-11 Resolution No. 23-06 Discussion and Adoption of Resolution No. 23-06, Mahalo and Aloha to Board Member Gregory Kamm

Chair Simonton expressed her gratitude and appreciation for Greg’s contributions to the Board of Water and wished him a fond Mahalo and Aloha.

Board member Akamine moved to approve Manager’s Report No. 23-11, seconded by Mr. Tanigawa; with no objections, motion carried with 4 Ayes.

4. Manager’s Report No. 23-12 Discussion and Possible Action to approve the License Easement No. 853 Agreement from the State of Hawaii, Department of Hawaiian Home Lands (DHHL) for access and water utility purposes for the Kauai Island Utility Cooperative (KIUC), Anahola Solar Project Service Center TMK: (4) 4-7-004:002

Civil Engineer Jason Kagimoto provided a summary of Manager’s Report No. 23-12.

Board member Dill moved to approve Manager’s Report No. 23-12, seconded by Mr. Akamine; with no objections, motion carried with 4 Ayes.

5. Manager’s Report No. 23-13 Discussion and Possible Action to approve additional funding for Job No. 23-01, Koloa Well “A” Pump Replacement

Chief of Operations Val Reyna provided a summary of Manager’s Report No. 23-13. Board member Dill asked why there is such a large disparity between the bids received. Mr. Reyna explained that all bidders are from the outer islands, so mobilization costs are a factor; however, Derrick’s Well Drilling & Pumping Services has their equipment on-island so their mobilization costs are much lower. He added that Derrick’s has successfully completed projects for DOW in the past. Manager Joe Tait asked if there are any other locally drillers that we solicited to which Mr. Reyna stated yes, but they did not receive any communication back.
Mr. Dill asked what the contract time is for performance to which Mr. Reyna stated it is either 180 or 270 days but noted that lead time for ordering the pumps is more than 90 days.

**Board member Dill moved to approve Manager’s Report No. 23-13, seconded by Mr. Tanigawa; motion carried with 4 Ayes.**

4. **Manager’s Report No. 23-14** Discussion and Possible Action on Joint Funding Agreement with U.S. Geological (USGS) for the period of October 1, 2022 to September 30, 2023

Deputy Manager Michael Hinazumi provided a summary of Manager’s Report No. 23-14. Board member Dill stated

**STAFF REPORTS**

1. Fiscal - Statement of Revenues and Expenditures
   a. November Monthly Summary Budget
   b. Accounts Receivable Aging Summary

2. Public Relations Activities – updates on Public Notices & Announcements, Community Outreach & Education, Upcoming Events, and Project WET

3. Operational Activities – Monthly service dashboard & highlights, Monthly comparison of water produced, customer meter read, and water loss

4. Manager and Chief Engineer – update on monthly activities, personnel matters, and required communications to the Board

**TOPICS FOR NEXT BOARD OF WATER SUPPLY MEETING: (January)**

1. DOW Draft Audit Financial Statements and Independent Auditor’s Report for Fiscal Year Ending 2022

**TOPICS FOR FUTURE BOARD OF WATER SUPPLY MEETING**

2. Update regarding DOW’s Water System Investment Plan
3. Report from Manager and Chief Engineer – Manager’s DOW Performance Audit
4. Updates on various DOW Programs identified in December, 2021-22

**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 Hawaii Revised Statutes §92-4 and §92-5(a)(4) the purpose of this Executive Session is to consult with the Board’s attorney on questions and issues pertaining to the board’s powers, duties, privileges, immunities, and liabilities as it relates to: KIAʻI WAI O WAIʻALEʻALE v. DEPARTMENT OF WATER, COUNTY OF KAUAʻI, Civ. No.5CC 18-1-0063 and SCAP 20-000487
2. Pursuant to Hawaii Revised Statutes §92-4 and §92-5(a)(2) the purpose of this Executive Session is 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:
   Annual Job Performance Evaluation for the Manager and Chief Engineer

The Board invited Manager Tait to be called back in following Board discussion.

The Board entered into Executive Session at 10:34 a.m.

The Board resumed in open session at 11:38 a.m.

**ADJOURNMENT**
The meeting was adjourned at 11:38 a.m.

Respectfully submitted, Approved,

Cherisse Zaima Kurt Akamine
Commission Support Clerk Secretary, Board of Water Supply
Public Testimonies
The Department of Water Supply
4398 Pua Loke St.
Lihue HI 96766

Re: Excessive Water Bill

Attn: Julie Simon

I will be off Island for the December board meeting and, I would like to attend the January 2023 board meeting to address my excessive water bill of October 2021.

I have met with your water board manager, Joseph Tait which whom was very receptive and cordial, but have not been able to resolve this matter. Your consideration would be greatly appreciated.

Sincerely

Harold Matsunaga
MEMORANDUM

TO: All Board, Commission, and Committee Chairs

FR: Michael A. Dahilig
Managing Director

DATE: December 27, 2022

RE: Meeting format (in-person, virtual or hybrid)

In the early months of 2020 and at the start of COVID-19, County functions pivoted in variety of ways to maintain County operations and to safeguard public health and safety.

As we learned more about how to mitigate the impacts of COVID-19 and the Governor ended the last emergency proclamation related to COVID-19 in March 2022, we started a return to our normal operations.

Since then, the County’s Boards, Commissions, and Committees have conducted in-person meetings, virtual meetings, or a hybrid of both – and both types of meeting formats are allowed under a newly revised Chapter 92, Hawaii Revised Statutes.

We understand each Board, Commission, Committee, and its members are unique and have unique needs. Thus, rather than issue a blanket directive from our office on how meetings should be conducted, it is prudent to leave that decision to each individual Board, Commission and Committee to determine what works best for your members as a body to be able to conduct business accordingly whether it be hybrid, all digital, or only in-person.

If you have any questions, please do not hesitate to contact myself or Ellen.

Happy New Year and Mahalo for your service!
MEMORANDUM

TO: Board, Commission, and Committee Chairs Who Directly Appoint Directors

FR: Michael A. Dahilig
Managing Director

DATE: December 27, 2022

RE: Salary Adjustments for Directly Appointed Directors

Pursuant to the salary resolution adopted by the Salary Commission, your commission or board may decide to provide a salary adjustment to your directly appointed departmental director within the parameters of the schedule.

Please keep in mind although the schedule may reflect a beginning date of 1/1/23 as the potential for an increase, these will be retroactively paid out and not considered into effect until March 2023.

Should you have any questions, please do not hesitate to contact me or Ellen.

Happy New Year and Mahalo for your service!

cc: Ellen Ching, B&C Administrator
    Annette Anderson, Director of Human Resources
SALARY COMMISSION
COUNTY OF KAUA'I

Resolution
No. 2022-1

RESOLUTION RELATING TO THE SALARIES OF CERTAIN OFFICERS AND EMPLOYEES OF THE COUNTY OF KAUA'I

WHEREAS, pursuant to Section 29.01 of the Kaua'i County Charter, the Salary Commission of the County of Kaua'i establishes the maximum salaries of all elected and appointed officers as defined in Section 23.01D of the Charter,

NOW, THEREFORE, BE IT RESOLVED by the Salary Commission of the County of Kaua'i, State of Hawai'i, that the maximum salaries of certain officers of the County of Kaua'i are established as follows:

Article I. Salaries of Certain Officers and Employees

Section 1. For the period of January 1, 2023 to June 30, 2023, the maximum salaries shall increase by five percent (5.0%) for those officers and employees referenced in Article I (Parts 1, 2, and 3) of County of Kaua'i Resolution No. 2019-1.

Section 2. For the period of July 1, 2023 to June 30, 2024, the maximum salaries shall increase by five percent (5.0%) for those officers and employees referenced in Section 1 hereof based on their then effective maximum salaries.

Section 3. On July 1, 2024, the maximum salaries shall increase by five percent (5.0%) for those officers and employees referenced in Section 2 hereof based on their then effective maximum salaries.

Section 4. For payroll purposes, the maximum salaries in Sections 1, 2, and 3 hereof shall be rounded up to the nearest whole dollar amount that when divided by 24 results in a whole dollar amount. The five percent (5.0%) increase in Section 2 shall be calculated based on the unrounded amounts of the maximum salaries in Section 1 hereof, and the five percent (5.0%) increase in Section 3 shall be calculated based on the unrounded amounts of the maximum salaries in Section 2 hereof.

Article II. Maximum Salaries. The respective appointing authority may set the salary of any new or existing non-elected appointee at a figure lower than the figure established for the position in this Resolution. Elected officers may voluntarily accept a salary lower than the maximum salary established by this Resolution for their position or may voluntarily forego accepting a salary.
Article III. Severability. If five (5) or more councilmembers vote to reject any portion of this Resolution, the other portions of this Resolution not so rejected shall not be affected thereby. If the application of this Resolution or any of its provisions to any persons or circumstance is held invalid by a court of law, the application of this Resolution and its provisions to other persons or circumstances shall not be affected thereby.

Article IV. Transmittal of Salary Resolution. The County Clerk shall transmit to the Salary Commission, Mayor, Finance Director, and Human Resources Director a final approved copy of the resolution and note any rejected portions thereto within thirty (30) days after the effective date of this resolution.

Article V. This Resolution is effective on March 15, 2023.

Adopted by the Salary Commission at its meeting on July 27, 2022.

Patrick Ono, Chair
Laurie Yoshida, Vice Chair
Trinette Yuki
Howard Leslie
Kenneth Rainforth
John Venardos
MANAGER’S REPORT No. 23-15

January 17, 2023

Re: Discussion and Possible Action to approve a Grant of Easement from BBCP Kukui’ula Development, LLC and BBCP Kauai Mauka Lands LLC for Parcel I; Subdivision No. S-2021-1; TMK: (4) 2-6-023:038, 2-6-023:039, 2-6-003:001 (POR), and 2-6-003:031 (POR) Koloa, Kaua‘i, Hawai‘i

RECOMMENDATION:
It is recommended that the Board approve the Grant of Easement (GOE) whereby BBCP Kukui’ula Development, LLC and BBCP Kauai Mauka Lands, LLC, grant to the Board of Water Supply, County of Kaua‘i, “Easement AU-1”, “Easement AU-2”, and “Easement AU-3” on, over and under that certain parcel of land located at TMK: (4) 2-6-023:038, 2-6-023:039, 2-6-003:001 (POR), and 2-6-003:031 (POR) 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, 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 the Department of Water for meter reading and future maintenance and repair.

OPTIONS:
Option 1: Approve the Grant of Easement Agreements.
Pros: 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 of completion.
Cons: None.

Option 2: Do not approve the Grant of Easement Agreements.
Pros: None
Cons: 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”, “Easement AU-2”, and “Easement AU-3”
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) 2-6-023: 038

GRANT OF EASEMENT
for
TMK: (4) 2-6-023: 038
(Easeement AU-1)
[FKA 2-6-015:001 (por.)]

THIS INDENTURE is made on this ______ day of __________, 2023, by and between BBCP KUKUI'ULA DEVELOPMENT, LLC, a Colorado 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) 2-6-023:035; District: Koloa, Kaua‘i, Hawaii; PROJECT NAME: Kukui‘ula Parcel I Subdivision; SUBDIVISION NO.: S-2021-1, 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 GRANTEES’s rights under this easement. Whenever this Grant of Easement refers to “materially interfere with the exercise of GRANTEES’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 GRANTEES’s rights under this easement.”

This easement is granted for the reading of water meters and for the construction, installation, reinstallation, maintenance, repair, and removal of potable water pipelines and related meters, valves, and other associated waterworks facility improvements and appurtenances. The GRANTEES 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 GRANTEES deems necessary for the proper operation of its water system.

TO HAVE AND TO HOLD the same unto the GRANTEES forever, provided that should the GRANTEES 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 GRANTEES’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 GRANTEES 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 GRANTEES the benefits accruing to the GRANTOR and the Association under this easement, the GRANTOR and GRANTEES further covenant, agree, and promise as follows:

1. That should the GRANTEES disturb in any way the ground which is the subject of the easement area, the GRANTEES shall at its own expense restore the ground to its original condition to the extent that such restoration is reasonable;

2. That the GRANTEES 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:

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

BBCP KUKUI‘ULA DEVELOPMENT, LLC, a Colorado limited liability company

[Signature]

Name: Dave Hutchinson

Its: Authorized Signer

GRANTOR

APPROVAL AS TO FORM AND LEGALITY

Deputy County Attorney

ACCEPTED:

BOARD OF WATER SUPPLY, COUNTY OF KAU‘A‘I

[Signature]

By: ____________________________

Its: ____________________________

GRANTEE
[GRANTOR]

STATE OF HAWAII

COUNTY OF KAUA'I

On this 20th day of January, 2023, before me appeared Dave Hutchinson, to me known, who, being by me duly sworn, did say that he/she is the Authorized Signer of BBCP Kukui'ula Development, LLC, a Colorado 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.

I further certify the following with regard to the foregoing instrument:

Doc. Date: ____________ or ☐ Undated at time of notarization  ☑ No. of Pages: 21

Document Identification or Description: Grant of Easement (Easement AU-1)

(Signature of Notary Public)

(Official Stamp or Seal)

Name: Shelly Gerard

Notary Public, State of Hawaii

My commission expires: 13/25/23

Jurisdiction in which notarial act is performed: Fifth Circuit, State of Hawaii
STATE OF HAWA'I
COUNTY OF KAUA'I

On this ___ day of ____________, 2023, before me appeared ____________________, to me personally known, who, being by me duly sworn, did say that said officer is the ________________ of the BOARD OF WATER SUPPLY, COUNTY OF KAUA'I, 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: ___________________________
EASEMENT A

KUKUI’ULA PARCEL I SUBDIVISION

EASEMENT AU-1

FOR ACCESS AND UTILITY PURPOSES

Affecting all of Lot 38 of Kukui’ula Parcel I 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 Southwest corner of Lot 40 of Kukui’ula Parcel I Subdivision, the coordinates of said point of beginning referred to Government Survey Triangulation Station “WAHIWA” being 7,209.07 feet South and 14,390.46 feet East thence running by azimuths measured clockwise from true South:

Along Roadway Lot 15 (Ala Kukui’ula) of Kukui’ula Large-Lot Subdivision III, on a curve to the left, with the point of curvature azimuth from the radial point being 172°49'28" and the point of tangency azimuth from the radial point being 158°15'10", having a radius of 330.00 feet, the chord azimuth and distance being:

1. 75° 32’ 19“  83.70 feet;

Thence along Lot 37 of Kukui’ula Parcel I Subdivision, on a curve to the left, with the point of curvature azimuth from the radial point being 338°15’10" and the point of tangency azimuth from the radial point being 241°27’06", having a radius of 22.00 feet, the chord azimuth and distance being:

2. 199° 51’ 08“  32.90 feet;
Thence along same, on a curve to the left, with the point of curvature azimuth from the radial point being 241°27'06" and the point of tangency azimuth from the radial point being 215°25', having a radius of 103.00 feet, the chord azimuth and distance being:

3. 138° 26' 03" 46.40 feet;
4. 125° 25' 94.54 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:

5. 146° 00' 120.94 feet;
6. 166° 35' 61.41 feet along same;

Thence along same, on a curve to the left, with a radius of 15.00 feet, the chord azimuth and distance being:

7. 121° 35' 21.21 feet;
8. 76° 35' 0.53 feet along same;

Thence along Lots 37 and 1 of Kukui'ula Parcel I Subdivision, on a curve to the left, with a radius of 103.00 feet, the chord azimuth and distance being:

9. 56° 47' 30" 69.75 feet;
10. 37° 00' 84.71 feet along Lots 1 and 2 of Kukui'ula Parcel I Subdivision;
Thence along Lots 2 and 3 of Kukui‘ula Parcel I Subdivision, on a curve to the right, with a radius of 222.00 feet, the chord azimuth and distance being:

11. 48° 52’ 30” 91.37 feet;

12. 60° 45’ 117.51 feet along Lots 3 and 4 of Kukui‘ula Parcel I Subdivision;

Thence along Lots 4 and 5 of Kukui‘ula Parcel I Subdivision, on a curve to the left, with a radius of 28.00 feet, the chord azimuth and distance being:

13. 34° 32’ 9” 24.74 feet;

Thence along Lot 5 of Kukui‘ula Parcel I Subdivision, on a curve to the right, with the point of curvature azimuth from the radial point being 278°19’18” and the point of tangency azimuth from the radial point being 19°55’24”, having a radius of 54.00 feet, the chord azimuth and distance being:

14. 59° 07’ 21” 83.69 feet;

Thence along Lot 37 of Kukui‘ula Parcel I Subdivision, on a curve to the right, with the point of curvature azimuth from the radial point being 19°55’24” and the point of tangency azimuth from the radial point being 112°00’, having a radius of 54.00 feet, the chord azimuth and distance being:

15. 155° 57’ 42” 77.74 feet;
Thence along same, on a curve to the right, with the point of curvature azimuth from the radial point being 112°00’ and the point of tangency azimuth from the radial point being 203°10’42”, having a radius of 54.00 feet, the chord azimuth and distance being:

16. 247° 35’ 21” 77.15 feet;

Thence along same, on a curve to the left, with the point of curvature azimuth from the radial point being 23°10’42” and the point of tangency azimuth from the radial point being 330°45’, having a radius of 28.00 feet, the chord azimuth and distance being:

17. 266° 57’ 51” 24.74 feet;
18. 240° 45’ 117.51 feet along same;

Thence along same, on a curve to the left, with a radius of 178.00 feet, the chord azimuth and distance being:

19. 228° 52’ 30” 73.26 feet;
20. 217° 00’ 84.71 feet along same;

Thence along same, on a curve to the right, with a radius of 147.00 feet, the chord azimuth and distance being:

21. 236° 47’ 30” 99.55 feet;
22. 256° 35’ 2.07 feet along same;

Thence along same, on a curve to the left, with a radius of 15.00 feet, the chord azimuth and distance being:
23. 214° 19’ 44” 20.17 feet;

Thence along same, on a curve to the right, with the point of curvature azimuth from the radial point being 82°04’28” and the point of tangency azimuth from the radial point being 92°00’, having a radius of 322.00 feet, the chord azimuth and distance being:

24. 177° 02’ 14” 55.71 feet;

25. 182° 00’ 175.46 feet along same;

Thence along same, on a curve to the left, with a radius of 128.00 feet, the chord azimuth and distance being:

26. 165° 29’ 72.78 feet;

27. 148° 58’ 96.15 feet along same;

Thence along same, on a curve to the right, with a radius of 317.00 feet, the chord azimuth and distance being:

28. 168° 17’ 30” 209.81 feet;

Thence along same, on a curve to the left, with the point of curvature azimuth from the radial point being 277°37’ and the point of tangency azimuth from the radial point being 194°51’, having a radius of 15.00 feet, the chord azimuth and distance being:

29. 146° 14’ 19.83 feet;

30. 104° 51’ 48.43 feet along same;
Thence along Lots 37, 6 and 7 of Kukui‘ula Parcel I Subdivision, on a curve to the left, with a radius of 78.00 feet, the chord azimuth and distance being:

31. 45° 39’ 134.00 feet;

32. 346° 27’ 85.70 feet along Lot 7 of Kukui‘ula Parcel I Subdivision;

Thence along Lots 7, 8 and 9 of Kukui‘ula Parcel I Subdivision, on a curve to the right, with a radius of 472.00 feet, the chord azimuth and distance being:

33. 0° 46’ 233.43 feet;

34. 15° 05’ 0.95 feet along Lot 9 of Kukui‘ula Parcel I Subdivision;

Thence along same, on a curve to the left with a radius of 28.00 feet, the chord azimuth and distance being:

35. 348° 52’ 09” 24.74 feet;

Thence along same, on a curve to the right, with the point of curvature azimuth from the radial point being 232°39’18” and the point of tangency azimuth from the radial point being 282°35’58”, having a radius of 54.00 feet, the chord azimuth and distance being:

36. 347° 37’ 38” 45.60 feet;
Thence along Lot 10 of Kukui‘ula Parcel I Subdivision, on a curve to the right, with the point of curvature azimuth from the radial point being $282^\circ 35' 58"$ and the point of tangency azimuth from the radial point being $9^\circ 25' 12"$, having a radius of 54.00 feet, the chord azimuth and distance being:

37. $56^\circ 00' 35"$ 74.22 feet;

Thence along Lot 11 of Kukui‘ula Parcel I Subdivision, on a curve to the right, with the point of curvature azimuth from the radial point being $9^\circ 25' 12"$ and the point of tangency azimuth from the radial point being $59^\circ 24' 18"$, having a radius of 54.00 feet, the chord azimuth and distance being:

38. $124^\circ 24' 45"$ 45.63 feet;

Thence along Lot 12 of Kukui‘ula Parcel I Subdivision, on a curve to the right, with the point of curvature azimuth from the radial point being $59^\circ 24' 18"$ and the point of tangency azimuth from the radial point being $78^\circ 28' 16"$, having a radius of 54.00 feet, the chord azimuth and distance being:

39. $158^\circ 56' 17"$ 17.89 feet;
Thence along Lot 37 of Kukui’ula Parcel I Subdivision, on a curve to the right, with the point of curvature azimuth from the radial point being 78°28’16” and the point of tangency azimuth from the radial point being 109°43’50”, having a radius of 54.00 feet, the chord azimuth and distance being:

40. 184° 06’ 03” 29.10 feet;

Thence along Lot 13 of Kukui’ula Parcel I Subdivision, on a curve to the right, with the point of curvature azimuth from the radial point being 109°43’50” and the point of tangency azimuth from the radial point being 157°30’42”, having a radius of 54.00 feet, the chord azimuth and distance being:

41. 223° 37’ 16” 43.74 feet;

Thence along same, on a curve to the left, with the point of curvature azimuth from the radial point being 337°30’42” and the point of tangency azimuth from the radial point being 285°05’, having a radius of 28.00 feet, the chord azimuth and distance being:

42. 221° 17’ 51” 24.74 feet;
43. 195° 05’ 0.95 feet along same;

Thence along Lots 13 and 14 of Kukui’ula Parcel I Subdivision, on a curve to the left, with a radius of 428.00 feet, the chord azimuth and distance being:
44. $180^\circ 46'$ 211.67 feet; 
45. $166^\circ 27'$ 85.70 feet along Lots 14 and 15 of Kukui'ula Parcel I Subdivision; 
Thence along Lots 15, 16 and 37 of Kukui'ula Parcel I Subdivision, on a curve to the right, with a radius of 122.00 feet, the chord azimuth and distance being:
46. $225^\circ 39'$ 209.59 feet; 
47. $284^\circ 51'$ 47.35 feet along Lot 37 of Kukui'ula Parcel I Subdivision; 
Thence along same, on a curve to the left, with a radius of 15.00 feet, the chord azimuth and distance being:
48. $242^\circ 37' 57''$ 20.16 feet; 
Thence along same, on a curve to the right, with the point of curvature azimuth from the radial point being $110^\circ 24' 54''$ and the point of tangency azimuth from the radial point being $142^\circ 42'$, having a radius of 317.00 feet, the chord azimuth and distance being:
49. $216^\circ 33' 27''$ 176.27 feet; 
50. $232^\circ 42'$ 97.61 feet along same; 
Thence along same, on a curve to the right, with a radius of 472.00 feet, the chord azimuth and distance being:
51. $241^\circ 00' 30''$ 136.41 feet; 
52. $249^\circ 19'$ 52.55 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:

53. 268° 14’ 40” 111.59 feet;

Thence along same, on a curve to the left, with the point of curvature azimuth from the radial point being 17°10’20” and the point of tangency azimuth from the radial point being 280°39’38”, having a radius of 15.00 feet, the chord azimuth and distance being:

54. 238° 54’ 59” 22.38 feet;

Thence along same, on a curve to the left, with the point of curvature azimuth from the radial point being 280°39’38” and the point of tangency azimuth from the radial point being 225°00’, having a radius of 153.00 feet, the chord azimuth and distance being:

55. 162° 49’ 49” 142.86 feet;

56. 135° 00’ 51.45 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:

57. 142° 46’ 17” 46.52 feet;

58. 309° 26’ 184.52 feet along Lot 2-A of Subdivision of Lot B (File No. S-2009-19);
Thence along Lot 40 of Kukui‘ula Parcel I Subdivision, on a curve to the right, with the point of curvature azimuth from the radial point being 250°54’56” and the point of tangency azimuth from the radial point being 286°40’20”, having a radius of 197.00 feet, the chord azimuth and distance being:

59. 358° 47’ 38” 120.96 feet;

60. 339° 46’ 10” 18.01 feet;

61. 302° 52’ 10.49 feet along same;

62. 32° 52’ 44.00 feet along same;

63. 122° 52’ 35.73 feet along same;

Thence along Lots 40 and 23 of Kukui‘ula Parcel I Subdivision, on a curve to the left, with a radius of 128.00 feet, the chord azimuth and distance being:

64. 96° 05’ 30” 115.32 feet;

65. 69° 19’ 52.55 feet along Lots 23 and 22 of Kukui‘ula Parcel I Subdivision;
Thence along Lots 22 and 21 of Kukui'ula Parcel I Subdivision, on a curve to the left, with a radius of 428.00 feet, the chord azimuth and distance being:

66. 61° 00’ 30” 123.69 feet;

67. 52° 42’ 97.61 feet along Lots 21, 20 and 19 of Kukui'ula Parcel I Subdivision;

Thence along Lots 19, 18, 17 and 40 of Kukui'ula Parcel I Subdivision, on a curve to the left, with a radius of 273.00 feet, the chord azimuth and distance being:

68. 10° 50’ 364.40 feet;

69. 328° 58’ 96.15 feet along Lot 40 of Kukui'ula Parcel I Subdivision;

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

70. 345° 29’ 97.80 feet;

71. 2° 00’ 175.46 feet along same;

Thence along same, on a curve to the left, with a radius of 278.00 feet, the chord azimuth and distance being:

72. 354° 17’ 30” 74.58 feet;

73. 346° 35’ 103.16 feet along same;

Thence along same, on a curve to the left, with a radius of 128.00 feet, the chord azimuth and distance being:

74. 326° 00’ 90.00 feet;
75. $305^\circ 25'$ 94.54 feet along same;

Thence along same, on a curve to the right, with a radius of 147.00 feet, the chord azimuth and distance being:

76. $322^\circ 07' 41''$ 84.54 feet;

Thence along same, on a curve to the left, with the point of curvature azimuth from the radial point being $68^\circ 50' 22''$ and the point of tangency azimuth from the radial point being $352^\circ 49' 28''$, having a radius of 22.00 feet, the chord azimuth and distance being:

77. $300^\circ 49' 55''$ 27.09 feet to the point of beginning and containing an area of 146,172 square feet.

Description Prepared By:

AUSTIN, TSUTSUMI & ASSOCIATES, INC.

ERIK S. KANESHIRO
Licensed Professional Land Surveyor
Certificate No. 9826
Exp. 04/22

Honolulu, Hawaii
March 23, 2022

TMK: (4) 2-6-015: POR. 001
X:\BYNAME\Kukuiula\PARCEL I\Descriptions\PARCEL I - EASEMENT AU-1.docx
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) 2-6-023: 039

GRANT OF EASEMENT
for
TMK: (4) 2-6-023: 039
(Easeument AU-2)
[FKA 2-6-015:001 (por.)]

THIS INDENTURE is made on this _____ day of ____________, 2023, by and between BBCP KUKUI'ULA DEVELOPMENT, LLC, a Colorado 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) 2-6-023:039; District: Koloa, Kaua‘i, Hawai‘i; PROJECT NAME: Kukui‘ula Parcel I Subdivision; SUBDIVISION NO.: S-2021-1, 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:

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

BBCP KUKUI’ULA DEVELOPMENT, LLC, a Colorado limited liability company

By: ____________________________
Name: Dave Hutchinson
Its: Authorized Signer

GRANTOR

APPROVAL AS TO FORM AND LEGALITY

Deputy County Attorney

ACCEPTED:

BOARD OF WATER SUPPLY, COUNTY OF KAU‘I

By: ____________________________
Its: ____________________________

GRANTEE
[GRANTOR]

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

On this 20th day of January, 2023, before me appeared Dave Hutchinson, to me
known, who, being by me duly sworn, did say that he/she is the Authorized Signer of BBCP Kukui'ula
Development, LLC, a Colorado 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.

I further certify the following with regard to the foregoing instrument:

Doc. Date: ___________ or X Undated at time of notarization   No. of Pages: ___

Document Identification or Description: Grant of Easement (Easement AU-2)

[Signature]

Shelly Gerardo
Signature of Notary Public

Name: Shelly Gerardo
Notary Public, State of Hawaii
My commission expires: 10/25/23

Jurisdiction in which notarial act is performed: Fifth
Circuit, State of Hawaii

(Official Stamp or Seal)
STATE OF HAWAI'I  )
COUNTY OF KAUA'I  ) ss.

On this ___ day of __________, 2023, before me appeared ____________________, to me personally known, who, being by me duly sworn, did say that said officer is the________________ of the BOARD OF WATER SUPPLY, COUNTY OF KAUA'I, 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 I SUBDIVISION

EASEMENT AU-2
FOR ACCESS AND UTILITY PURPOSES

Affecting all of Lot 39 of Kukui‘ula Parcel I Subdivision, being also a portion of Royal Patent 6714, Land Commission Award 7714-B, Apana 2 to M. Kekuaiwa no M. Kekuanaha.

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

Beginning at the Northeast corner of this parcel of land, being also the North corner of Lot 37 of Kukui‘ula Parcel I Subdivision, the coordinates of said point of beginning referred to Government Survey Triangulation Station "WAHIAWA" being 5,663.48 feet South and 14,343.41 feet East thence running by azimuths measured clockwise from true South:

Along Lot 37 of Kukui‘ula Parcel I Subdivision, on a curve to the left, with the point of curvature azimuth from the radial point being: 129°55'04" and the point of tangency azimuth from the radial point being: 123°56', having a radius of 78.00 feet, the chord azimuth and distance being:

1.  36° 55' 32"  8.14  feet;
2.  33° 56'  51.60 feet along Lots 37 and 24 of Kukui‘ula Parcel I Subdivision;

Thence along Lots 24 and 25 of Kukui‘ula Parcel I Subdivision, on a curve to the right, with a radius of 172.00 feet, the chord azimuth and distance being:

3.  45° 46'  70.54  feet;
4.  57° 36'  310.09 feet along Lots 25 thru 29 of Kukui‘ula Parcel I Subdivision;
Thence along Lots 29 and 30 of Kukui‘ula Parcel I Subdivision, on a curve to the right, with a radius of 172.00 feet, the chord azimuth and distance being:

5. 73° 48' 95.97 feet;

6. 90° 00' 6.30 feet along Lot 30 of Kukui‘ula Parcel I Subdivision;

Thence along same, on a curve to the left, with a radius of 40.00 feet, the chord azimuth and distance being:

7. 65° 38' 01" 33.01 feet;

Thence along Lot 30 of Kukui‘ula Parcel I Subdivision, on a curve to the right, with the point of curvature azimuth from the radial point being: 311°16'02" and the point of tangency azimuth from the radial point being: 312°31'10", having a radius of 54.00 feet, the chord azimuth and distance being:

8. 41° 53' 36" 1.18 feet;

Thence along Lot 31 of Kukui‘ula Parcel I Subdivision, on a curve to the right, with the point of curvature azimuth from the radial point being: 312°31'10" and the point of tangency azimuth from the radial point being: 43°17'08", having a radius of 54.00 feet, the chord azimuth and distance being:

9. 87° 54' 09" 76.88 feet;
Thence along Lot 32 of Kukui‘ula Parcel I Subdivision, on a curve to the right, with the point of curvature azimuth from the radial point being: 43°17'08" and the point of tangency azimuth from the radial point being: 108°56'04", having a radius of 54.00 feet, the chord azimuth and distance being:

10. 166° 06’ 36” 58.54 feet;

Thence along Lot 36 of Kukui‘ula Parcel I Subdivision, on a curve to the right, with the point of curvature azimuth from the radial point being: 108°56'04" and the point of tangency azimuth from the radial point being: 228°43'58", having a radius of 54.00 feet, the chord azimuth and distance being:

11. 258° 50’ 01” 93.44 feet;

Thence along same, on a curve to the left, with the point of curvature azimuth from the radial point being: 48°43'58" and the point of tangency azimuth from the radial point being: 360°00’, having a radius of 40.00 feet, the chord azimuth and distance being:

12. 294° 21’ 59” 33.01 feet;

13. 270° 00’ 6.30 feet along same;

Thence along same, on a curve to the left, with a radius of 128.00 feet, the chord azimuth and distance being:

14. 253° 48’ 71.42 feet;
15. 237° 36' 310.09 feet along same;
   Thence along same, on a curve to the left, with a radius of 128.00 feet, the chord azimuth and distance being:

16. 225° 46' 52.50 feet;
17. 213° 56' 51.60 feet along same;
   Thence along same, on a curve to the right, with a radius of 122.00 feet, the chord azimuth and distance being:

18. 216° 50' 03" 12.35 feet;
   Thence along Lot B-1 of Subdivision of Lot B (File No. S-2009-19), on a curve to the right, with the point of curvature azimuth from the radial point being: 210°49'34"
   and the point of tangency azimuth from the radial point being: 219°26', having a radius of 300.00 feet, the chord azimuth and distance being:

19. 309° 07' 47" 3.18 feet;
20. 309° 26' 40.82 feet along same, to the point of beginning and containing an area of 33,181 square feet.

Description Prepared By:

AUSTIN, TSUTSUMI & ASSOCIATES, INC.

ERIK S. KANESHIRO
Licensed Professional Land Surveyor
Certificate No. 9826
Exp. 04/22

Honolulu, Hawaii
February 23, 2022

TMK: (4) 2-6-015: POR. 001
X:\BYNAME\Kukuiula\PARCEL I\Descriptions\PARCEL I - EASEMENT AU-2.docx
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) 2-6-003: 001 (por.) & 031 (por.)

GRANT OF EASEMENT
for
TMK: (4) 2-6-003: 001 (por.) & 031 (por.)
(Easement AU-3)

THIS INDENTURE is made on this ___ day of __________, 2023, by and between BBCP KAUAI MAUKA LANDS, LLC, a Colorado limited liability company, whose principal place of business is

2700 Ke Alaaula 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) 2-6-003: 001 (por.) & 031 (por.);

District: Koloa, Kaua'i, Hawai'i; PROJECT NAME: Kukui'ula Parcel 1 Subdivision;

6657141.v1
SUBDIVISION NO.: S-2021-1, 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:

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

BBCP KAUI MAUKA LANDS, LLC, a Colorado limited liability company

By:  
Name:  
Its: Authorized Signer

GRANTOR

APPROVAL AS TO FORM AND LEGALITY

Deputy County Attorney

ACCEPTED:

BOARD OF WATER SUPPLY, COUNTY OF KAUA‘I

By:  
Its:  

GRANTEE
[GRANTOR]

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

On this 26th day of January, 2023, before me appeared Ginny N. Agena, to me known, who, being by me duly sworn, did say that he/she is the Authorized Signer of BBCP KAUAI MAUKA LANDS, LLC, a Colorado 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.

I further certify the following with regard to the foregoing instrument:

Doc. Date: ____________ or X Undated at time of notarization  No. of Pages: 13

Document Identification or Description: Grant of Easement (Easement AU-3)

![Signature of Notary Public]

Shelly Gerard
Signature of Notary Public

Name: Shelly Gerard
Notary Public, State of Hawaii
My commission expires: 10/25/23
Jurisdiction in which notarial act is performed: Fifth Circuit, State of Hawaii

(Official Stamp or Seal)
STATE OF HAWAI'I

COUNTY OF KAU'A'I

On this ___ day of ____________, 2023, before me appeared ________________, to me personally known, who, being by me duly sworn, did say that said officer is the ________________ of the BOARD OF WATER SUPPLY, COUNTY OF KAU'A'I, 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: ________________________________
KUKUI’ULA PARCEL I SUBDIVISION

EAUSEMENT AU-3

FOR ACCESS AND UTILITY PURPOSES

Affecting Lots 2-A and B-1 of Subdivision of Lot B (File No. S-2009-19), being also a portion of Royal Patent 6714, Land Commission Award 7714-B, Apana 2 to M. Kekuaiwa no M. Kekuanaoa.

Situate at Kōloa, Kona, Kauai, Hawaii.

Beginning at the Southeast corner of this easement, the coordinates of said point of beginning referred to Government Survey Triangulation Station “WAHIAWA” being 5,827.67 feet South and 14,543.08 feet East thence running by azimuths measured clockwise from true South:

1. 129° 26’ 184.52 feet along Lot 1 of Kukui’ula Large-Lot Subdivision III;

   Thence along remainder of Lot 2-A of Subdivision of Lot B, on a curve to the right with a radius of 172.00 feet, the chord azimuth and distance being:

2. 151° 46’ 17” 7.38 feet;

3. 153° 00’ 49.56 feet along Lots 2-A and B-1 of Subdivision of Lot B;

   Thence along Lot B-1 of Subdivision of Lot B, on a curve to the left with a radius of 15.00 feet, the chord azimuth and distance being:

4. 100° 33’ 59” 23.78 feet;

   Thence along same, on a curve to the left with a radius of 78.00, the chord azimuth and distance being:

5. 44° 01’ 31” 11.17 feet;
6. $129° \ 26'$ 40.82 feet along Lot 1 of Kukui'ula Large-Lot Subdivision III;

   Thence along same, on a curve to the left with a radius of 300.00 feet, the chord azimuth and distance being:

7. $129° \ 07' \ 47''$ 3.18 feet;

   Thence along Lot B-1 of Subdivision of Lot B, on a curve to the right with a radius of 122.00 feet, the chord azimuth and distance being:

8. $227° \ 55' \ 28''$ 34.76 feet;

   Thence along same, on a curve to the left with a radius of 15.00 feet, the chord azimuth and distance being:

9. $192° \ 36' \ 28''$ 20.65 feet;

   Thence along same, on a curve to the left with a radius of 128.00 feet, the chord azimuth and distance being:

10. $134° \ 33' \ 03''$ 64.32 feet;

11. $120° \ 00'$ 72.38 feet along same;

   Thence along same, on a curve to the right with a radius of 222.00 feet, the chord azimuth and distance being:

12. $128° \ 42' \ 52''$ 67.27 feet;

   Thence along same, on a curve to the left with a radius of 15.00 feet, the chord azimuth and distance being:

13. $98° \ 57' \ 52''$ 18.66 feet;
14. 60° 30' 66.61 feet along same;

Thence along same, on a curve to the left with a radius of 40.00 feet, the chord azimuth and distance being:

15. 42° 16' 25" 25.02 feet;

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

16. 86° 51' 40" 92.51 feet;

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

17. 223° 37' 37" 99.95 feet;

Thence along same, on a curve to the left with a radius of 40.00 feet, the chord azimuth and distance being:

18. 269° 02' 22" 38.22 feet;

19. 240° 30' 38.78 feet along same;

Thence along same, on a curve to the left with a radius of 15.00 feet, the chord azimuth and distance being:

20. 197° 58' 08" 20.28 feet;

Thence along same, on a curve to the right with a radius of 222.00 feet, the chord azimuth and distance being:

21. 156° 25' 08" 7.60 feet;

22. 157° 24' 21.35 feet along same;

23. 247° 24' 44.00 feet along same;
24. $337^\circ \ 24'$ 21.35 feet along same;

Thence along same, on a curve to the left with a radius of 178.00 feet, the chord azimuth and distance being:

25. $318^\circ \ 42'$ 114.14 feet;

26. $300^\circ \ 00'$ 72.38 feet along remainders of Lots B-1 and 2-A of Subdivision of Lot B;

Thence along remainder of Lot 2-A of Subdivision of Lot B, on a curve to the right with a radius of 172.00 feet, the chord azimuth and distance being:

27. $316^\circ \ 30'$ 97.70 feet;

28. $333^\circ \ 00'$ 117.00 feet along same;

Thence along same, on a curve to the left with a radius of 120.00 feet, the chord azimuth and distance being:

29. $324^\circ \ 00'$ 40.05 feet;

30. $315^\circ \ 00'$ 51.46 feet along same;
Thence along same, on a curve to the right with a radius of 197.00 feet, the chord azimuth and distance being:

31. 327° 57' 28"  88.35  feet  to the point of beginning and containing and area of 37,836 Square Feet.

AUSTIN, TSUTSUMI & ASSOCIATES, INC.

Description Prepared By:

MARCUS K. HOAPILI
Licensed Professional Land Surveyor
Certificate No. 12967

Honolulu, Hawaii
November 22, 2019

TMK:  (4) 2-6-003: Par. 001, 031

X:\BYNAME\Kukuiula\PARCEL I\Descriptions\PARCEL I - EASEMENT AU-3.docx
MANAGER’S REPORT No. 23-16

January 17, 2023

Re: Discussion and Possible Action to approve the Conveyance of Water Facility from BBCP Kukui‘ula Development, LLC and BBCP Kauai Mauka Lands LLC for Parcel I; Subdivision No. S-2021-1; TMK: (4) 2-6-003:001 (POR), 2-6-003:031 (POR), 2-6-023:038, 2-6-023:039 Koloa, Kaua‘i, Hawai‘i

RECOMMENDATION:
It is recommended that the Board approve the Conveyance of Water Facility (COWF) whereby BBCP Kukui‘ula Development, LLC and BBCP Kauai Mauka Lands, 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 Kukui‘ula 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 – Exhibit A
CONVEYANCE OF WATER FACILITY
for
TMKs: (4) 2-6-023: 038 & 039 &
2-6-003: 001 (por.) & 031 (por.)
[All FKA 2-6-015:001 (por.)]

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 DEVELOPMENT LLC, and BBCP KAUAI MAUKA LANDS, LLC, each a Colorado limited liability company, whose principal place of business is 2700 Ke Alaula Street, Suite B, Koloa, Kauai, Hawaii 96756, herein collectively called the “OWNER”,

do 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) 2-6-023: 038 & 039 & 2-6-003: 001 (por.) & 031 (por.); District: Koloa, Kaua‘i, Hawai‘i; PROJECT NAME: Parcel I; PROJECT NO. Not Applicable; SUBDIVISION NO.: S-2021-01, 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
____________________, 2023.

APPROVED:

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

OWNER:

BBCP KUKUI‘ULA DEVELOPMENT, LLC, a
Colorado limited liability company

By:

Name: Chad A. Bruce
Its: Authorized Signer

BBCP KAUA‘I MAUKA LANDS, LLC, a
Colorado limited liability company

By:

Name: Chad A. Bruce
Its: Authorized Signer

APPROVED AS TO FORM
AND LEGALITY:

Deputy County Attorney

ACCEPTED:

BOARD OF WATER SUPPLY,
COUNTY OF KAUA‘I

By:

Its:
[BBCP KUKUIʻULA DEVELOPMENT, LLC]

STATE OF HAWAIʻI )

COUNTY OF KAUAʻI ) ss.

On this 18th day of January, 2023, before me appeared Chad A. Bruce, to me
known, who, being by me duly sworn, did say that he/she is the Authorized Signer of BBCP Kukuiʻula
Development, LLC, a Colorado 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.

I further certify the following with regard to the foregoing instrument:

Doc. Date: _______________ or ☐ Undated at time of notarization No. of Pages: 8

Document Identification or Description: Conveyance of Water Facility

(Official Stamp or Seal)
[BBCP KAUA'I MAUKA LANDS, LLC]

STATE OF HAWAI'I

COUNTY OF KAUAI

On this 18th day of January, 2023, before me appeared Chad A. Bruc, to me known, who, being by me duly sworn, did say that he/she is the Authorized Signer of BBCP Kauai Mauka Lands, LLC, a Colorado 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.

I further certify the following with regard to the foregoing instrument:

Doc. Date: _________________ or Undated at time of notarization   No. of Pages: __8_

Document Identification or Description: Conveyance of Water Facility

__________________________
Signature of Notary Public

Name: Shelly Gerard
Notary Public, State of Hawaii
My commission expires: 12/25/22

Jurisdiction in which notarial act is performed: Fifth Circuit, State of Hawaii

(Official Stamp or Seal)
STATE OF HAWAI'I

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 BOARD OF WATER SUPPLY, COUNTY OF KAUA'I, 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

Parcel I

4556 LF – 8” Ductile Iron Waterline, in place complete
15 EA – 8” Gate Valve, Including C.I. Valve Box and Cover
6 EA – 2.5” Cleanout, in place complete
6 EA – 1” Copper Air Relief Valve Assembly, in place complete
11 EA – Fire Hydrant Assembly, with 1 – 4.5” & 1 – 2.5” outlet, in place complete
11 EA – 6” Gate Valve, including C.I. Valve Box & Cover for Fire Hydrant
11 EA – 1” Copper Single Service Lateral for 5/8” Water Meter, in place complete
12 EA – 1.5” Copper Double Service Lateral for 5/8” Water Meter, in place complete
DEPARTMENT OF WATER
County of Kaua‘i

“Water has no Substitute – Conserve It!”

MANAGER’S REPORT No. 23-17

January 26, 2023

Re: Discussion and Possible Action for Board Approval on the Eleventh Amendment to Contract No. 427, Job No. 02-14, WP2020 WK-08 Kapa’a Homesteads 0.5 Million Gallon (MG) Storage Tank and Kapa’a Homesteads 325’ Tanks – Two 0.5 MG Storage Tanks and Connecting Pipelines, Kapa’a, with Bowers + Kubota Consulting for additional funds in the amount of $182,400 and a time extension of 900 calendar days.

RECOMMENDATION:
It is recommended that the Board approve an eleventh contract amendment to Contract No. 427 with Bowers + Kubota Consulting for the subject project for additional funds in the amount of $182,400 and a time extension of 900 calendar days.

FUNDING:

<table>
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<tr>
<th>FROM:</th>
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<tr>
<td>Acct No. 10-00-00-330-000, Water Utility Fund (unrestricted)</td>
<td>$182,400.00</td>
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<td>Acct No. 20-20-00-605-118, FRC Fund (Capital Projects – Expansion – Design), Available Funds</td>
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Contract NTP Date: 3/15/2004
Original Contract End Date: 3/09/2005
New Contract End Date: 900 calendar days from execution of Eleventh Amendment

BACKGROUND:
The Department of Water (DOW) is proposing to construct two new 0.5 MG concrete storage tanks on the same site as the existing Ornellas tank in the Kapa’a Homesteads located near the intersection of Kawaihau Road and Ka‘apuni Road. The project’s design includes drainage improvements for site storm water and potential tank overflow or washout events. DOW is constructing a separate project, Drill and Test Kapa’a Well No. 4 at the same site.

The Kapa’a Homesteads 325’ Tanks project requires updating the design drawings to update the drain line for the tanks and relocate the detention basin to the tanks site. Accordingly, the drainage report needs
to be updated and the permits refreshed. The Environmental Assessment (EA) also needs to be updated to reflect the updated drain line. A variance will also be needed in order to install a 6-foot-tall fence on top of a retaining wall. The structural portion of the design also needs updating since the initial scope of work consisted of one concrete tank and the current design includes two 0.5 million gallon (MG) tanks built on caissons. Additionally, the tank ladders have been replaced with stairs.

**OPTIONS:**

**Option 1:** Approve the expenditure of the additional design funds and contract time.

Pro: This will allow the DOW to finalize the plans to bid out for construction.

Con: This will require expenditure of additional funds.

**Option 2:** Do not approve the expenditure of the additional design funds and contract time.

Pro: Additional funds will not be needed.

Con: The DOW will not be able to construct the project within the time required to secure the legislative funds appropriated for the project.
MANAGER’S REPORT No. 23-18

January 26, 2023

Re: Discussion and Possible Action on the Sixth Amendment to Contract No. 533 Job No. 09-01 WP2020 #K-01, K-12, Phase II – Kalāheo 1111’ and 1222’ Water System Improvements, Kalāheo, Kaua‘i, Hawai‘i with Bowers + Kubota Consulting, Inc. for additional design funding in the amount of $82,700.00 and a time extension of 900 calendar days.

RECOMMENDATION:
It is recommended that the Board approve a Sixth amendment to Contract No. 533 with Bowers + Kubota Consulting, Inc. for the subject project for additional design funding in the amount of $82,700.00 and a time extension of 900 calendar days.

FUNDING:

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<tr>
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<th></th>
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<tbody>
<tr>
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<tr>
<td>Acct Description</td>
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<tr>
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<td>Verified by WWC</td>
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</table>

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<tbody>
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<td>Acct Description</td>
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<td>Contract No. 533 (Bowers+Kubota Consulting, Inc.)</td>
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<tr>
<td>Contract Amount To Date (including Amendment No. 6)</td>
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<td>Fund Balance</td>
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Contract NTP Date: April 13, 2011
Original Contract End Date: April 11, 2013
New Contract End Date: 900 days after execution of Sixth Amendment

BACKGROUND:
The DOW is proposing to construct four (4) packages as part of the Kalāheo Water System Improvements Project. Package A is the new Yamada 0.5 million gallon (MG) concrete tank and Package B is the new Clearwell 0.1 MG concrete storage tank. Package C consists of approximately 11,000 feet of new transmission and distribution lines along Kikala, Pu‘uawai,
Poʻohiwi, and Puʻulima Roads. Package D – Yamada well, includes drilling, testing, and construction of a new production well at the Yamada Tank site, constructing a new booster pump on the Yamada Tank site, and improving the existing booster pump located at the Kalāheo 908’ Tank.

First Amendment:
The contract was first amended for additional scope requested by the DOW; including replacing the water main along the access road between the existing Clearwell Site and its intersection with Puʻuwai Road, additional topographic survey, addressing subdivision approval comments, finalizing the subdivision map at the proposed Yamada tank site, and providing an Archaeological Inventory Survey (AIS) for the project.

Second Amendment:
The design of Package B Clearwell tank was changed from a 0.5 MG to a 0.1 MG tank to meet the capacity needs of the affected water services area and to save approximately $1,300,000 in overall construction cost. The amendment provided additional design services to complete the design for Packages A, B, and C, including: downsizing the Package B tank, design revisions to the water line alignment, additional project management and sub-consultant coordination, additional permitting requirements, moving the new SCADA unit into the new control building, and various other updates to the plans and specifications as requested by DOW.

Third Amendment:
As part of the process of obtaining the appropriate land rights for the operation and maintenance of the proposed Clearwell Tank site, DOW was informed that a Governor’s Executive Order (EO) was required. The Board of Land and Natural Resource (BLNR) approved issuing an EO for the land needed for the Clearwell Tank improvements. Subsequently, the existing parcel must be subdivided to create the Clearwell tank site for the DOW. Scope was added for the consultant to prepare and submit the necessary documents to obtain final subdivision approval from the Planning Commission for the Package B Clearwell Tank site.

Fourth Amendment:
Design work for the Kalāheo Water System Improvements, Packages A, B, and C, were completed in June 2018. However, the packages’ construction dates were delayed due to the DOW’s project delivery capacity and funding. DOW recently obtained a State grant of $10,200,000 for the construction of the project. DOW also intends to utilize all of the remaining Build America Bond (BAB) funds available for this project, estimated at $7,200,000. However, to secure the remaining funding needed, DOW is looking to obtain a Drinking Water State Revolving Fund (DWSRF) loan through the Department of Health because the interest rates are significantly more attractive than other debt-financing options. To qualify for the DWSRF loan, additional environmental work and federal requirements must be done, which were not included in the original scope of work, and must be incorporated into the project plans and specifications.

In addition to the DWSRF loan requirements, the design plans will need to be recertified and some permits will need to be renewed because construction of the project was estimated to start in July 2020 and the design was completed in June 2018. The amendment included scope to recertify the plans and renew permits and approvals.

Fifth Amendment:
Unanticipated delays to the construction of other projects being undertaken by DOW have delayed the estimated starting date of the construction for the Kalāheo Water System...
Improvements project. The DOW and Belt Collins Hawaii extended the contract time to allow for the project’s building permits to be approved and for the construction drawings to be re-certified at a time that is as close to the start of construction as possible. The DOW and Belt Collins Hawaii have agreed to extend the contract time for an additional 180 calendar days with no change in the scope of services and no change in fee. The Contract language was also updated to clarify that the time of performance in the contract is exclusive of the construction phase of the project (shown as “Bidding and Construction services”).

Sixth Amendment:
The NDPES individual permit for the Kalāheo Water System Improvements project has expired. A new NPDES permit for discharges associated with construction-related activities and hydrotesting are required. Bowers + Kubota Consulting will prepare and submit an application to process the Notice of Intent to obtain a General Permit Coverage. Fees associated with the application filing are included in the proposal. Bowers + Kubota Consulting’s Contract was originally issued in 2011. The effort to provide services during construction is anticipated to be greater than previously anticipated. Additional requests for information and submittals are currently anticipated due to the complexity of the tank site designs and water line replacement. Bowers + Kubota Consulting will also request an extension to the Conversation District Use Permit currently scheduled to expire in September 2023. Additional contract time of 900 calendar days from date of the fully executed sixth amendment is also included.

OPTIONS:
Option 1: Approve Manager’s Report as recommended.
Pro: Bowers + Kubota Consulting will support the construction phase with services during construction and the NPDES permit will be updated.
Con: Project will be delayed and additional fees from the Contractor will be needed.

Option 2: Don’t Approve Manager’s Report.
Pro: Less fees being expended.
Con: This critical project for the Kalāheo-Kōloa Water System will not be completed without significant delays.
MANAGER’S REPORT No. 23-19

January 26, 2023

Re: Discussion and Possible Action on approval of additional funds for the purchase of three (3) Emergency Generators per Solicitation GS-2023-02.

RECOMMENDATION:
It is recommended that the Board approve the additional funds request for Account Number 10-40-00-604-999 Replace Emergency Generators in the amount of $60,287.80.

FUNDING:

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<tr>
<th>Account No.</th>
<th>10-00-00-330-000</th>
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<tbody>
<tr>
<td>Acct Description</td>
<td>Water Utility Fund (unrestricted)</td>
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<tr>
<td>Funds Available</td>
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<tbody>
<tr>
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Contract NTP Date: TBD
Original Contract End Date: TBD
New Contract End Date if Contract Time Extension: N/A

BACKGROUND: The Board approved funding for purchase of two (2) 150 kVA Trailer Mounted Emergency Generators and one (1) 125 kVA Trailer Mounted Emergency Generator to replace existing generators that are over 20 years old. Bids were solicited through Public Purchase and received on October 24, 2022. The responsive and responsible bidder was evaluated, and the pricing provided was determined to be acceptable. The costs associated with manufacturing and materials continue to rise with inflation and what was budgeted a year ago is not sufficient in today’s market.

OPTIONS:
Option 1: Approve Manager’s Report as recommended.
Pro: DOW customers will have reliable emergency power for pump stations.
Con: Existing generators will continue to be utilized, however, repair parts availability and generator age will not provide a reliable emergency power source, leading to potential water outages.
Option 2: Deny Manager’s Report as recommended.
Pro: The DOW would not expend excess funds to purchase the new generators.

Con: The emergency generators still need replaced and not approving additional funds would potentially end up costing the DOW more money in the future since prices are not declining.

RS/ce
Attachment(s):
Mgrrp/
MANAGER’S REPORT No. 23-20

January 26, 2023

Re: Discussion and Possible Action on approval of additional funds for the purchase of one (1) 2-Wheel Drive 18,000 LB. GVWR Truck Cab and Chassis with Service Body, Underhood Air Compressor and Accessories per Solicitation GS-2023-03.

RECOMMENDATION:
It is recommended that the Board approve the additional funds request for Account Number 10-40-00-604-999 Replace CK-2237 in the amount of $47,889.52.

FUNDING:

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<td>$ 167,889.52</td>
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</table>

BACKGROUND: The Board approved funding for purchase of one (1) Ford F-450 Utility Truck to replace existing CK-2237 which is over 10 years old and approaching 200,000 miles of engine run time. Bids were solicited through Public Purchase and received on January 4, 2023. The responsive and responsible bidder was evaluated, and the pricing provided was determined to be acceptable. The costs associated with manufacturing and materials continue to rise with inflation and what was budgeted a year ago is not sufficient in today’s market.

OPTIONS:
Option 1: Approve Manager’s Report as recommended.
Pro: DOW customers will have a reliable vehicle to perform routine and emergency repairs to existing water infrastructure.
Con: Existing truck will continue to be utilized, however, future repairs to an aging vehicle may dramatically increase in price and downed vehicle non-operating time, leading to potential delays in repairs and maintenance.

Option 2: Deny Manager’s Report as recommended.
Pro: The DOW would not expend excess funds to purchase the truck.
Con: The truck will still need replaced and not approving additional funds would potentially end up costing the DOW more money in the future since prices are not declining.
Staff Reports

Page 85
FISCAL DASHBOARD

Workday go live implementation with the County of Kauai – December 16, 2022

Revenues

<table>
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<th>Current Month</th>
<th>Current YTD</th>
<th>Previous YTD</th>
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Staffing

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<th>Nov-22</th>
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Overtime

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<td>Nov-22</td>
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November - DOW Funds

- Water Utility Fund ($)  $3,832,007
- FRC Fund ($)           $9,245,071
- BAB Fund ($)           $9,000,000
- Reserve Fund ($)       $9,248,456

Total Annual Budget ($) $19,413,330

Actual YTD ($)          $3,832,007

Annual Budget

Annual Water Audit

Budgeted Staff ($) vs Budgeted Vacancies ($)
FISCAL DIVISION

CAPITAL OUTLAY

<table>
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<tr>
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<th>Oct-22</th>
<th>Nov-22</th>
<th>Previous FY to Date FY 2022</th>
<th>Current FY to Date FY 2023</th>
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LEVEL OF SERVICES

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<tr>
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<td># of Customers Served at Walk-in &amp; Drop Box</td>
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<td># of Water Service Applications Received</td>
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### REVENUE

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<th>Current FY to Date</th>
</tr>
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<tbody>
<tr>
<td><strong>Water Sales</strong> - Budget ($)</td>
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<td>$2,463,077.23</td>
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<tr>
<td><strong>Other Water Revenues</strong> - Budget ($)</td>
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<td><strong>State &amp; Federal Grants</strong> - Budget ($)</td>
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<td><strong>Misc. Revenue</strong> - Budget ($)</td>
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<td>$4,673,914.00</td>
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### EXPENSES

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<th>Nov-22</th>
<th>Previous FY to Date</th>
<th>Current FY to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Operating</strong> - Budget ($)</td>
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<tr>
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<td><strong>Other Increases/Decreases – Inflation, Shipping Delay &amp; Costs</strong> - Budget ($)</td>
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<tr>
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**Note:** All amounts are in USD.
### FISCAL DIVISION

#### Return on Investments

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<th>Previous FY to Date</th>
<th>Current FY to Date</th>
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<tbody>
<tr>
<td>Water Utility Fund ($)</td>
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<tr>
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<tr>
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#### Days of Cash on Hand

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<tbody>
<tr>
<td>Days of Cash on Hand</td>
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#### Days of Working Capital

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<tr>
<th></th>
<th>Previous October-22</th>
<th>Current November-22</th>
</tr>
</thead>
<tbody>
<tr>
<td>Days of Working Capital</td>
<td>0</td>
<td>188,357,047</td>
</tr>
</tbody>
</table>

#### DOW Funds

<table>
<thead>
<tr>
<th></th>
<th>Previous FY to Date</th>
<th>Current FY to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Utility Fund Percentage of Total Funds (%)</td>
<td>47%</td>
<td>47%</td>
</tr>
<tr>
<td>FRC Fund Percentage of Total Funds (%)</td>
<td>9%</td>
<td>9%</td>
</tr>
<tr>
<td>BAB Fund Percentage of Total Funds (%)</td>
<td>22%</td>
<td>22%</td>
</tr>
<tr>
<td>Reserve Fund Percentage of Total Funds (%)</td>
<td>22%</td>
<td>22%</td>
</tr>
<tr>
<td><strong>TOTAL FUNDS (%)</strong></td>
<td>47%</td>
<td>47%</td>
</tr>
</tbody>
</table>

---

**November 2022**
<table>
<thead>
<tr>
<th>Current Assets</th>
<th>Nov-22</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash</td>
<td>4,315,453</td>
</tr>
<tr>
<td>Equity interest in pooled investments</td>
<td>8,766,327</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Receivables:</th>
<th>Nov-22</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounts, net of allowance for doubtful accounts</td>
<td>1,623,304</td>
</tr>
<tr>
<td>Due from other funds</td>
<td></td>
</tr>
<tr>
<td>Unbilled accounts</td>
<td>1,433,159</td>
</tr>
<tr>
<td>Grants and subsidies</td>
<td>696,240</td>
</tr>
<tr>
<td>Accrued interest</td>
<td>138,025</td>
</tr>
<tr>
<td><strong>Total receivables</strong></td>
<td>3,890,728</td>
</tr>
<tr>
<td>Materials and supplies</td>
<td>1,001,937</td>
</tr>
<tr>
<td>Prepaid expenses</td>
<td>53,677</td>
</tr>
<tr>
<td><strong>Total current asset</strong></td>
<td>18,028,121</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Restricted Assets:</th>
<th>Nov-22</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facility reserve charge funds:</td>
<td></td>
</tr>
<tr>
<td>Cash</td>
<td>3,511,635</td>
</tr>
<tr>
<td>Equity interest in pool investments</td>
<td></td>
</tr>
<tr>
<td>Accounts receivable and other</td>
<td>312,521</td>
</tr>
<tr>
<td><strong>Total facility reserve charge funds</strong></td>
<td>3,824,156</td>
</tr>
<tr>
<td>Bond funds:</td>
<td></td>
</tr>
<tr>
<td>Cash</td>
<td>1,022,596</td>
</tr>
<tr>
<td>Equity interest in pooled investments</td>
<td>8,171,306</td>
</tr>
<tr>
<td>Accrued interest</td>
<td>51,169</td>
</tr>
<tr>
<td><strong>Total bond funds</strong></td>
<td>9,245,071</td>
</tr>
<tr>
<td><strong>Total restricted assets</strong></td>
<td>13,069,227</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Equity Interest in Pooled Investment - Noncurrent</th>
<th>Nov-22</th>
</tr>
</thead>
<tbody>
<tr>
<td>Investment - Non-Current</td>
<td>26,664,177</td>
</tr>
<tr>
<td>Investment - Reserves</td>
<td>9,000,000</td>
</tr>
<tr>
<td><strong>Total Equity Interest in Pooled Investment - Noncurrent</strong></td>
<td>35,664,177</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Utility Plant:</th>
<th>Nov-22</th>
</tr>
</thead>
<tbody>
<tr>
<td>In service</td>
<td>361,866,206</td>
</tr>
<tr>
<td>Accumulated depreciation</td>
<td>(132,220,199)</td>
</tr>
<tr>
<td><strong>Total utility plant</strong></td>
<td>229,646,008</td>
</tr>
<tr>
<td>Construction work in progress</td>
<td>9,283,778</td>
</tr>
<tr>
<td><strong>Total property, plant and equipment</strong></td>
<td>238,929,786</td>
</tr>
<tr>
<td><strong>Total assets</strong></td>
<td>305,691,311</td>
</tr>
</tbody>
</table>
Deferred Outflow of Resources - Deferred Refunding Costs, net  6,883,605

**Total assets and deferred outflows**  312,574,916

*Allowance for doubtful accounts  (207,542.23)

### Liabilities and Net Position

**Current Liabilities:**
- Accounts payable and accrued liabilities  2,542,848
- Contracts payable, including retainages  682,403
- Accrued Vacation And Compensatory Pay, current portion  212
- Due to/Due From Other Funds  268,231
- Customer deposits and advances  633,510
- Current portion of long term debt  4,961,483
- Current portion of OPEB  611,821

**Total current liabilities**  9,700,508

**Long-Term Debt**  51,711,105

**Capital Lease Obligation**
- OPEB & Retirement Obligation  18,061,760
- Accrued Vacation and Compensatory Pay  1,094,807

**Deferred Inflow of Assets**  11,124,537

**Total liabilities and deferred inflows:**  91,692,717

### Net Position:

- Water Utility Reserves  9,000,000
- Restricted FRC  4,770,201
- Restricted Build American Bonds  9,634,824
- Invested in Capital Assets Net of Related Debt  181,574,794
- Unrestricted  15,902,380

**Total net position**  220,882,199

**Total liabilities, deferred inflows and net position:**  $ 312,574,916
MONTLY CONSUMPTION
FY 2021, 2022 & 2023

Total Through November
FY 2021 = 1,851,250 kgal
FY 2022 = 2,160,177 kgal
FY 2023 = 2,150,847 kgal

Water Consumed (1000 gal increments)

July August September October November December January February March April May June

FY 2021 FY 2022 FY 2023 MONTHLY INC. (DEC.)
YTD CUMULATIVE WATER CONSUMPTION
FY 2021, 2022 & 2023

Consumption (Million Gallons)
WU CUMULATIVE CASH RECEIPTS
FY 2021, 2022 & 2023

Through November:
Cumulative Billed Revenues: $13,020,264
Cumulative Cash Received: $12,676,985

Note:
## Accounts Receivable Aging Summary

<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>121 days and over</td>
<td>$238,389</td>
<td>$238,389</td>
<td>$241,358</td>
<td>$232,210</td>
<td>$220,795</td>
<td>$221,053</td>
<td>$221,053</td>
<td>$221,053</td>
<td>$211,003</td>
<td>$211,010</td>
<td>$213,346</td>
<td>$259,201</td>
</tr>
<tr>
<td>91-120 days</td>
<td>$31,305</td>
<td>$31,305</td>
<td>$27,490</td>
<td>$12,167</td>
<td>$14,142</td>
<td>$30,088</td>
<td>$30,088</td>
<td>$20,731</td>
<td>$19,444</td>
<td>$58,019</td>
<td>$21,476</td>
<td>$20,373</td>
</tr>
<tr>
<td>61-90 days</td>
<td>$90,933</td>
<td>$90,933</td>
<td>$33,108</td>
<td>$51,517</td>
<td>$51,435</td>
<td>$38,119</td>
<td>$38,119</td>
<td>$57,214</td>
<td>$125,977</td>
<td>$35,358</td>
<td>$53,519</td>
<td>$45,082</td>
</tr>
<tr>
<td>31-60 days</td>
<td>$145,059</td>
<td>$145,059</td>
<td>$142,017</td>
<td>$190,304</td>
<td>$147,763</td>
<td>$143,026</td>
<td>$143,026</td>
<td>$266,490</td>
<td>$214,131</td>
<td>$180,799</td>
<td>$191,679</td>
<td>$142,091</td>
</tr>
<tr>
<td>0-30 days</td>
<td>$892,283</td>
<td>$892,283</td>
<td>$1,106,268</td>
<td>$946,677</td>
<td>$1,134,531</td>
<td>$912,477</td>
<td>$912,477</td>
<td>$1,401,627</td>
<td>$1,158,032</td>
<td>$1,361,650</td>
<td>$1,055,259</td>
<td>$1,066,006</td>
</tr>
</tbody>
</table>

### Totals
- Total thru November = $1,556,197
- Total >30d thru 120d & up = $490,191
## I. OPERATING BUDGET

### Revenue

<table>
<thead>
<tr>
<th>Description</th>
<th>Original Budget</th>
<th>Revised Budget</th>
<th>Actual</th>
<th>Variance</th>
<th>Variance %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Sales</td>
<td>$2,548,205.00</td>
<td>$2,548,205.00</td>
<td>$2,335,286.66</td>
<td>($212,918.34)</td>
<td>(8.4%)</td>
</tr>
<tr>
<td>Other Water Revenue Total</td>
<td>195,970.00</td>
<td>195,970.00</td>
<td>199,034.47</td>
<td>$3,064.47</td>
<td>1.6%</td>
</tr>
<tr>
<td>Capital Contributions Total</td>
<td>2,265,432.00</td>
<td>2,265,432.00</td>
<td>61,385.94</td>
<td>($2,204,046.06)</td>
<td>(97.5%)</td>
</tr>
<tr>
<td>Investment Income Total</td>
<td>25,000.00</td>
<td>25,000.00</td>
<td>38,077.41</td>
<td>$13,077.41</td>
<td>52.3%</td>
</tr>
<tr>
<td>Miscellaneous Revenues Total</td>
<td>709.00</td>
<td>709.00</td>
<td>97.65</td>
<td>($611.35)</td>
<td>(85.3%)</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td>$5,035,733.00</td>
<td>$5,035,733.00</td>
<td>$2,633,882.13</td>
<td>(2,401,850.87)</td>
<td>(47.7%)</td>
</tr>
</tbody>
</table>

### Expenses

#### Employee-Related Expenses

<table>
<thead>
<tr>
<th>Description</th>
<th>Original Budget</th>
<th>Revised Budget</th>
<th>Actual</th>
<th>Variance</th>
<th>Variance %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries and Wages (includes Leaves &amp; CTO)</td>
<td>631,092.00</td>
<td>631,092.00</td>
<td>475,817.74</td>
<td>(155,274.26)</td>
<td>(24.6%)</td>
</tr>
<tr>
<td>Temporary Assignment</td>
<td>5,042.00</td>
<td>5,042.00</td>
<td>5,886.34</td>
<td>844.34</td>
<td>17.0%</td>
</tr>
<tr>
<td>Overtime</td>
<td>42,784.00</td>
<td>42,784.00</td>
<td>55,122.42</td>
<td>12,338.42</td>
<td>27.7%</td>
</tr>
<tr>
<td>Standby</td>
<td>16,250.00</td>
<td>16,250.00</td>
<td>18,828.00</td>
<td>2,578.00</td>
<td>15.3%</td>
</tr>
<tr>
<td>FICA</td>
<td>51,563.00</td>
<td>51,563.00</td>
<td>40,199.34</td>
<td>(11,363.66)</td>
<td>(22.2%)</td>
</tr>
<tr>
<td>Retirement Contribution</td>
<td>159,768.00</td>
<td>159,768.00</td>
<td>123,329.23</td>
<td>(36,438.77)</td>
<td>(22.6%)</td>
</tr>
<tr>
<td>Life &amp; Health Insurance</td>
<td>55,770.00</td>
<td>55,770.00</td>
<td>48,776.79</td>
<td>(6,993.21)</td>
<td>(12.5%)</td>
</tr>
<tr>
<td><strong>Total Employee-Related Expenses</strong></td>
<td>$1,050,437.00</td>
<td>$1,050,437.00</td>
<td>$883,275.24</td>
<td>(167,161.76)</td>
<td>(16.0%)</td>
</tr>
</tbody>
</table>

#### Contracts & Services

<table>
<thead>
<tr>
<th>Description</th>
<th>Original Budget</th>
<th>Revised Budget</th>
<th>Actual</th>
<th>Variance</th>
<th>Variance %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Services-General</td>
<td>362,758.00</td>
<td>362,758.00</td>
<td>13,385.52</td>
<td>(349,372.48)</td>
<td>(96.7%)</td>
</tr>
<tr>
<td>Professional Services-Accounting &amp; Auditing</td>
<td>10,000.00</td>
<td>10,000.00</td>
<td>8,000.00</td>
<td>(2,000.00)</td>
<td>(20.0%)</td>
</tr>
<tr>
<td>Other Services-General</td>
<td>6,434.00</td>
<td>6,434.00</td>
<td>4,543.71</td>
<td>(1,890.29)</td>
<td>(35.0%)</td>
</tr>
<tr>
<td>Other Services-Billing Costs</td>
<td>19,483.00</td>
<td>19,483.00</td>
<td>0.00</td>
<td>(19,483.00)</td>
<td>(100.0%)</td>
</tr>
<tr>
<td>Public Relations-General</td>
<td>7,579.00</td>
<td>7,579.00</td>
<td>6,281.65</td>
<td>(1,297.35)</td>
<td>(17.2%)</td>
</tr>
<tr>
<td>Procurement Advertising</td>
<td>417.00</td>
<td>417.00</td>
<td>0.00</td>
<td>(417.00)</td>
<td>(100.0%)</td>
</tr>
<tr>
<td>Communication Services</td>
<td>7,319.00</td>
<td>7,319.00</td>
<td>9,330.96</td>
<td>2,011.96</td>
<td>27.1%</td>
</tr>
<tr>
<td>Freight and Postage</td>
<td>667.00</td>
<td>667.00</td>
<td>-0.46</td>
<td>(667.46)</td>
<td>(100.0%)</td>
</tr>
<tr>
<td>Rentals and Leases</td>
<td>12,801.00</td>
<td>12,801.00</td>
<td>6,204.57</td>
<td>(6,596.43)</td>
<td>(51.3%)</td>
</tr>
<tr>
<td><strong>Total Contracts &amp; Services</strong></td>
<td>$762,969.00</td>
<td>$762,969.00</td>
<td>$297,781.73</td>
<td>(465,187.27)</td>
<td>(61.2%)</td>
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</table>

#### Utility Services

<table>
<thead>
<tr>
<th>Description</th>
<th>Original Budget</th>
<th>Revised Budget</th>
<th>Actual</th>
<th>Variance</th>
<th>Variance %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fuel</td>
<td>14,583.00</td>
<td>14,583.00</td>
<td>14,549.12</td>
<td>(33.88)</td>
<td>0.2%</td>
</tr>
<tr>
<td><strong>Total Fuel &amp; Utilities</strong></td>
<td>$276,874.00</td>
<td>$276,874.00</td>
<td>$258,277.59</td>
<td>(18,596.41)</td>
<td>(6.8%)</td>
</tr>
</tbody>
</table>

#### Bulk Water Purchase

<table>
<thead>
<tr>
<th>Description</th>
<th>Original Budget</th>
<th>Revised Budget</th>
<th>Actual</th>
<th>Variance</th>
<th>Variance %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bulk Water Purchase</td>
<td>159,849.00</td>
<td>159,849.00</td>
<td>153,478.00</td>
<td>(6,371.00)</td>
<td>(4.0%)</td>
</tr>
</tbody>
</table>
### Office & Operating Supplies

<table>
<thead>
<tr>
<th>Category</th>
<th>July 2022</th>
<th>July 2022</th>
<th>July 2022</th>
<th>July 2022</th>
<th>July 2022</th>
<th>July 2022</th>
<th>July 2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office Supplies</td>
<td>1,046.04</td>
<td>1,046.04</td>
<td>1,046.04</td>
<td>1,046.04</td>
<td>5,366.82</td>
<td>(9,135.18)</td>
<td>(63.%)</td>
</tr>
<tr>
<td>Operating Supplies</td>
<td>49,763.66</td>
<td>49,763.66</td>
<td>49,763.66</td>
<td>49,763.66</td>
<td>347,687.34</td>
<td>26,489.34</td>
<td>8.%</td>
</tr>
<tr>
<td>Books, Subscriptions and Dues</td>
<td>726.07</td>
<td>726.07</td>
<td>726.07</td>
<td>726.07</td>
<td>7,028.07</td>
<td>(7,971.93)</td>
<td>(53.%)</td>
</tr>
<tr>
<td>Books, Subscriptions and Dues - Board</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>(300.00)</td>
<td>(100.%)</td>
</tr>
<tr>
<td>Total Office &amp; Operating Supplies</td>
<td>51,535.77</td>
<td>51,535.77</td>
<td>51,535.77</td>
<td>51,535.77</td>
<td>360,082.23</td>
<td>9,082.23</td>
<td>3.0%</td>
</tr>
</tbody>
</table>

### Training, Travel & Meeting Expenses

<table>
<thead>
<tr>
<th>Category</th>
<th>July 2022</th>
<th>July 2022</th>
<th>July 2022</th>
<th>July 2022</th>
<th>July 2022</th>
<th>July 2022</th>
<th>July 2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>Training and Development</td>
<td>5,111.52</td>
<td>(2,314.48)</td>
<td>44,556.00</td>
<td>19,564.41</td>
<td>23,022.96</td>
<td>(24,991.59)</td>
<td>(56.%)</td>
</tr>
<tr>
<td>Travel and Per Diem</td>
<td>4,625.65</td>
<td>(8,967.35)</td>
<td>6,624.00</td>
<td>1,845.98</td>
<td>(4,778.02)</td>
<td>(72.%)</td>
<td></td>
</tr>
<tr>
<td>Travel and Per Diem - Board</td>
<td>0.00</td>
<td>(1,104.00)</td>
<td>0.00</td>
<td>0.00</td>
<td>(1,104.00)</td>
<td>(100.%)</td>
<td></td>
</tr>
<tr>
<td>Meeting Expense</td>
<td>2,245.00</td>
<td>(2,245.00)</td>
<td>21,084.00</td>
<td>7,366.07</td>
<td>(13,717.93)</td>
<td>(65.%)</td>
<td></td>
</tr>
<tr>
<td>Meeting Expense - Board</td>
<td>0.00</td>
<td>(542.00)</td>
<td>3,252.00</td>
<td>181.26</td>
<td>(3,070.74)</td>
<td>(94.%)</td>
<td></td>
</tr>
<tr>
<td>Total Training, Travel &amp; Meeting Expenses</td>
<td>11,006.17</td>
<td>(15,172.83)</td>
<td>157,074.00</td>
<td>51,980.68</td>
<td>(105,093.32)</td>
<td>(67.%)</td>
<td></td>
</tr>
</tbody>
</table>

### Debt Service

<table>
<thead>
<tr>
<th>Category</th>
<th>July 2022</th>
<th>July 2022</th>
<th>July 2022</th>
<th>July 2022</th>
<th>July 2022</th>
<th>July 2022</th>
<th>July 2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest Expense</td>
<td>211,214.99</td>
<td>(7,063.01)</td>
<td>1,309,668.00</td>
<td>1,264,303.75</td>
<td>(45,364.25)</td>
<td>(3.%)</td>
<td></td>
</tr>
<tr>
<td>Total Interest Expense</td>
<td>211,214.99</td>
<td>(7,063.01)</td>
<td>1,309,668.00</td>
<td>1,264,303.75</td>
<td>(45,364.25)</td>
<td>(0.03)</td>
<td></td>
</tr>
</tbody>
</table>

### Total Operating Expenses

<table>
<thead>
<tr>
<th>Category</th>
<th>July 2022</th>
<th>July 2022</th>
<th>July 2022</th>
<th>July 2022</th>
<th>July 2022</th>
<th>July 2022</th>
<th>July 2022</th>
<th>July 2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Operating Expenses</td>
<td>1,866,569.49</td>
<td>(866,516.51)</td>
<td>14,445,070.00</td>
<td>10,961,495.79</td>
<td>(3,483,574.21)</td>
<td>(24.%)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Total Depreciation & Amortization

<table>
<thead>
<tr>
<th>Category</th>
<th>July 2022</th>
<th>July 2022</th>
<th>July 2022</th>
<th>July 2022</th>
<th>July 2022</th>
<th>July 2022</th>
<th>July 2022</th>
<th>July 2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>Depreciation</td>
<td>563,241.47</td>
<td>(35,931.53)</td>
<td>2,396,692.00</td>
<td>3,378,141.21</td>
<td>981,449.21</td>
<td>41.4%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amortization</td>
<td>11,307.11</td>
<td>(8,347.89)</td>
<td>78,620.00</td>
<td>61,152.04</td>
<td>(17,467.96)</td>
<td>(22.%)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Depreciation &amp; Amortization</td>
<td>574,548.58</td>
<td>(44,279.42)</td>
<td>2,475,312.00</td>
<td>3,439,293.25</td>
<td>963,981.25</td>
<td>39.9%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Net Operating Income (Loss) (Before Depreciation & Amortization)

<table>
<thead>
<tr>
<th>Category</th>
<th>July 2022</th>
<th>July 2022</th>
<th>July 2022</th>
<th>July 2022</th>
<th>July 2022</th>
<th>July 2022</th>
<th>July 2022</th>
<th>July 2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net Operating Income (Loss)</td>
<td>1,927,764.06</td>
<td>(1,671,054.94)</td>
<td>13,244,016.00</td>
<td>2,663,411.22</td>
<td>(10,580,604.08)</td>
<td>(0.58)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Net Proceeds (Expenditures)

<table>
<thead>
<tr>
<th>Category</th>
<th>July 2022</th>
<th>July 2022</th>
<th>July 2022</th>
<th>July 2022</th>
<th>July 2022</th>
<th>July 2022</th>
<th>July 2022</th>
<th>July 2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net Proceeds (Expenditures)</td>
<td>1,517,029.08</td>
<td>1,517,029.08</td>
<td>320,820.24</td>
<td>1,163,276.48</td>
<td>(117,749.94)</td>
<td>(11,281,026.42)</td>
<td>(101.%)</td>
<td></td>
</tr>
</tbody>
</table>

### II. CAPITAL BUDGET

<table>
<thead>
<tr>
<th>Category</th>
<th>July 2022</th>
<th>July 2022</th>
<th>July 2022</th>
<th>July 2022</th>
<th>July 2022</th>
<th>July 2022</th>
<th>July 2022</th>
<th>July 2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital Projects (See Attached for Details)</td>
<td>3,300,243.00</td>
<td>3,300,243.00</td>
<td>5,791.00</td>
<td>19,801,458.00</td>
<td>532,420.00</td>
<td>(19,269,038.00)</td>
<td>(97.%)</td>
<td></td>
</tr>
</tbody>
</table>
MONTHLY CONSUMPTION
FY 2021, 2022 & 2023

Total Through November
FY 2021 = 1,851,250 kgal
FY 2022 = 2,160,177 kgal
FY 2023 = 2,150,847 kgal

Water Consumed (1000 gal increments)

FY 2021, 2022 & 2023

FY 2021 = 1,851,250 kgal
FY 2022 = 2,160,177 kgal
FY 2023 = 2,150,847 kgal

Page 99
YTD CUMULATIVE WATER CONSUMPTION
FY 2021, 2022 & 2023

Consumption (Million Gallons)

July -10%  August -8%  September -1.97%  October -3.27%  November -0.93%  December 0.41%  January 2.00%  February 2.50%  March 3.00%  April 3.52%  May 4.05%  June 4.50%

Consumption (FY21, FY22 & FY23)

Change (FY22-FY23)

FY 2021  FY 2022  FY 2023  Change (FY22-FY23)
1. DEPT OF WATER, COUNTY OF KAUAI NEW
For the Eleven Months Ending Sunday, November 30, 2022

### Assets and Deferred Outflows

#### Nov-22

**Current Assets**
- Cash: 4,315,453
- Equity interest in pooled investments: 8,766,327

**Receivables:**
- Accounts, net of allowance for doubtful accounts: 1,623,304
- Due from other funds: 1,433,159
- Grants and subsidies: 696,240
- Accrued interest: 138,025

**Total receivables**: 3,890,728

- Materials and supplies: 1,001,937
- Prepaid expenses: 53,677

**Total current asset**: 18,028,121

**Restricted Assets:**
- Facility reserve charge funds:
  - Cash: 3,511,635
  - Equity interest in pool investments 312,521
  - Total facility reserve charge funds: 3,824,156

- Bond funds:
  - Cash: 1,022,596
  - Equity interest in pooled investments: 8,171,306
  - Accrued interest: 51,169
  - Total bond funds: 9,245,071

**Total restricted assets**: 13,069,227

**Equity Interest in Pooled Investment - Noncurrent**
- Investment - Non-Current: 26,664,177
- Investment - Reserves: 9,000,000

**Total Equity Interest in Pooled Investment - Noncurrent**: 35,664,177

**Utility Plant:**
- In service: 361,866,206
- Accumulated depreciation: (132,220,199)

**Total utility plant**: 229,646,008

- Construction work in progress: 9,283,778

**Total property, plant and equipment**: 238,929,786

**Total assets**: 305,691,311
Deferred Outflow of Resources - Deferred Refunding Costs, net 6,883,605

**Total assets and deferred outflows** 312,574,916

*Allowance for doubtful accounts* (207,542.23)

### Liabilities and Net Position

#### Current Liabilities:
- Accounts payable and accrued liabilities 2,542,848
- Contracts payable, including retainages 682,403
- Accrued Vacation and Compensatory Pay, current portion
  - Due to/Due From Other Funds 212
  - Customer overpayment 268,231
  - Customer deposits and advances 633,510
  - Current portion of long term debt 4,961,483
  - Current portion of OPEB 611,821

**Total current liabilities** 9,700,508

#### Long-Term Debt
- 51,711,105

#### Capital Lease Obligation
- OPEB & Retirement Benefits 18,061,760
- Accrued Vacation and Compensatory Pay 1,094,807
- Deferred Inflow of Assets 11,124,537

**Total liabilities and deferred inflows:** 91,692,717

#### Net Position:
- Water Utility Reserves 9,000,000
- Restricted FRC 4,770,201
- Restricted Build American Bonds 9,634,824
- Invested in Capital Assets Net of Related Debt 181,574,794
- Unrestricted 15,902,380

**Total net position** 220,882,199

**Total liabilities, deferred inflows and net position:** $312,574,916
Public Notices and Announcements
All news releases are sent to statewide media partners, published online via the Department of Water’s (DOW) 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:

<table>
<thead>
<tr>
<th>Date Issued</th>
<th>Water System &amp; Affected Service Areas</th>
<th>Announcement</th>
<th>Effective Date &amp; Times</th>
<th>Other Notices</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/14/2022</td>
<td>HANAPEPE – portion of Kaumuali‘i Highway between Kona Road and Puna Road</td>
<td>Water service shutdown to allow contact to install service lateral</td>
<td>Dec. 21, 2022 9 a.m. to 4 p.m.</td>
<td>Door notices</td>
</tr>
<tr>
<td>12/21/22 PSA</td>
<td></td>
<td>Water service shutdown canceled</td>
<td>n/a</td>
<td>Calls to customer</td>
</tr>
</tbody>
</table>

PSA: Public Service Announcement

Public Relations Program
Community Outreach & Education

- The Department’s “Wise Water Wednesday” campaign for the month of January includes outdoor conservation tips, WaterSense showerhead models, how to locate your water meter and bill payment services. The weekly media campaign is published on the Department’s Facebook page, radio advertisements and via print media as a banner ad in the Garden Island Newspaper’s local section.

- The Department of Water promoted the value of water towards sanitation needs and highlighted WaterSense labeled models in its main lobby display for the months of November and December. As part of the display, walk-in customers were able to pick-up their choice of a leak detection starter kit and/or high efficiency showerhead and kitchen aerators. The free giveaway is a part of the department’s conservation program and combined with radio advertising, was able to distribute over 360 leak detection starter kits and more than 125 showerheads and aerators.

- As a result of a meeting with Jonell Kaohelauli‘i and Ferguson Facilities Supply during the WaterSmart Conference and Expo, the department received an in-kind donation of a new toilet model which is also EPA WaterSense certified. The model toilet will provide a point of interest for displays and provide demonstration opportunities to highlight toilet leaks, conservation and the importance of water infrastructure. Jonell, the department’s public relations section thanks Ferguson Toilets, Ron Luman and their Kauai office Branch Manager, Sean Andrade and his staff for the delivery of the model to our office.
Upcoming Community Outreach & Educational Events

• EPA’s Fix a Leak Week - March 13-17, 2023
• Career Day Presentation at King Kaumualī‘i Elementary School – March 29, 2023

Project WET (Water Education Today) Hawaii

• Jonell Kaohelaullii submitted a quarterly update for Project WET Hawaii as part of a region 1 report to Project WET USA. The report summarized the department’s Project WET related activities from Oct-Dec. 2022.

Miscellaneous

• The Oct-Dec. 2022 employee newsletter, As the Water Flows was published in December.
OPERATIONS DASHBOARD

Clerk/Dispatcher II and Water Service Investigator II Retired as of December 31, 2022

Operations Staffing Profile

Years of Service
Over 30 years = 2.0%
25-30 years = 4.1%
20-25 years = 4.1%
15-20 years = 6.1%
10-15 years = 18.4%
5-10 years = 26.5%
Under 5 years = 34.7%

$22,593.84
$56,151.78
$88,444.21
$111,153.58
$124,316.75
$151,816.63

$50,000.00
$100,000.00
$150,000.00
$200,000.00
$250,000.00
$300,000.00

Level of Service

Number of Work Orders Initiated
Number of Work Orders Completed
Number of Mainline Leak Repairs
Number of Service Lateral Leak Repairs
Number of Auto Shop Requests Received
Number of Auto Shop Requests Completed

Overtime

Total Annual Budget ($)  Actual YTD ($)
## OPERATIONS

<table>
<thead>
<tr>
<th></th>
<th>Nov-22</th>
<th>Dec-22</th>
<th>Previous FY Year to Date</th>
<th>Current FY Year to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>STAFFING</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Budgeted Staff</td>
<td>Vacancies</td>
<td>50</td>
<td>7</td>
<td>48</td>
</tr>
<tr>
<td><strong>OVERTIME</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Budget ($)</td>
<td>Actual ($)</td>
<td>$23,283.33</td>
<td>$13,163.17</td>
<td>$23,283.33</td>
</tr>
<tr>
<td><strong>FLEET MANAGEMENT</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td># of Vehicles Active per day</td>
<td>35</td>
<td>40</td>
<td></td>
<td></td>
</tr>
<tr>
<td># of Vehicles Active per month</td>
<td>35</td>
<td>40</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>METER PROGRAM</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td># of Existing Meters Replaced</td>
<td>2</td>
<td>4</td>
<td></td>
<td>22</td>
</tr>
<tr>
<td># of Existing Meters Repaired</td>
<td>18</td>
<td>7</td>
<td></td>
<td>178</td>
</tr>
<tr>
<td># of New Meters Installed</td>
<td>6</td>
<td>9</td>
<td></td>
<td>59</td>
</tr>
<tr>
<td># of New Laterals Installed</td>
<td>2</td>
<td>1</td>
<td></td>
<td>14</td>
</tr>
</tbody>
</table>
## OPERATIONS

### Water Audit

<table>
<thead>
<tr>
<th></th>
<th>Last Month</th>
<th>Current Month</th>
<th>Previous FY YTD</th>
<th>Current FY YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Produced (Million Gallons)</td>
<td>397.481</td>
<td>367.005</td>
<td>$2,443.06</td>
<td></td>
</tr>
<tr>
<td>Customer Meter Reading (Million Gallons)</td>
<td>316.931</td>
<td>301.192</td>
<td>$2,074.48</td>
<td></td>
</tr>
<tr>
<td>Water Loss (Million Gallons)</td>
<td>80.55</td>
<td>65.813</td>
<td>$368.59</td>
<td></td>
</tr>
<tr>
<td>Water Loss %</td>
<td>20%</td>
<td>18%</td>
<td>15%</td>
<td></td>
</tr>
<tr>
<td>Water Loss $</td>
<td>$99,432.53</td>
<td>$81,240.88</td>
<td>$454,989.93</td>
<td></td>
</tr>
</tbody>
</table>

### Level of Services

<table>
<thead>
<tr>
<th></th>
<th>Last Month</th>
<th>Current Month</th>
<th>Previous FY YTD</th>
<th>Current FY YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td># of Work Orders Initiated</td>
<td>172</td>
<td>342</td>
<td>1223</td>
<td></td>
</tr>
<tr>
<td># of Work Orders Completed</td>
<td>163</td>
<td>157</td>
<td>1007</td>
<td></td>
</tr>
<tr>
<td># of Mainline Leak Repairs</td>
<td>12</td>
<td>10</td>
<td>64</td>
<td></td>
</tr>
<tr>
<td># of Service Lateral Leak Repairs</td>
<td>11</td>
<td>10</td>
<td>66</td>
<td></td>
</tr>
<tr>
<td># of Calls for Service</td>
<td>212</td>
<td>143</td>
<td>1134</td>
<td></td>
</tr>
<tr>
<td># of Temporary Hydrant Meters Installed</td>
<td>1</td>
<td>1</td>
<td>12</td>
<td></td>
</tr>
<tr>
<td># One Call Request Received</td>
<td>Completed</td>
<td>11</td>
<td>39</td>
<td>148</td>
</tr>
<tr>
<td># of Auto Shop Requests Received</td>
<td>Completed</td>
<td>28</td>
<td>46</td>
<td>247</td>
</tr>
<tr>
<td># of Hydrant Hits</td>
<td>5</td>
<td>1</td>
<td>14</td>
<td></td>
</tr>
</tbody>
</table>
MANAGER’S UPDATE

January 26, 2023

Pursuant to Board Policy No. 3

CONTRACTS AWARDED, EXTENDED, AND/OR AMENDED

1. CONTRACT AWARD TO ALLIED MACHINERY CORPORATION
JOB NO. GS-2023-02, FURNISH AND DELIVER TWO (2) 150KVA TRAILER MOUNTED EMERGENCY GENERATOR AND ONE (1) 125KVA TRAILER MOUNTED EMERGENCY GENERATOR

FUNDING:

<table>
<thead>
<tr>
<th>Account No.</th>
<th>10-40-00-604-999</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acct Description</td>
<td>WU/Ops/Capital Outlay- R&amp;R/Misc. Capital Purchases</td>
</tr>
<tr>
<td>Funds Available</td>
<td>Verified by WWC</td>
</tr>
<tr>
<td></td>
<td>$ 335,000.00</td>
</tr>
<tr>
<td>Additional Funds Per Approved Manager’s Report No. 23-19 (01/26/23)</td>
<td>$ 60,287.80</td>
</tr>
<tr>
<td>Total Funds Available</td>
<td>$ 395,287.80</td>
</tr>
</tbody>
</table>

| Contract No. | 736 |
| Vendor | Allied Machinery Corporation |
| Contract Amount | $ 395,287.80 |
| 5% Contingency | N/A |
| Total Funds Certified | $ 395,287.80 |

BACKGROUND:
The Board approved funding for purchase of two (2) 150 kVA Trailer Mounted Emergency Generators and one (1) 125 kVA Trailer Mounted Emergency Generator to replace existing generators that are over 20 years old. Bids were solicited through Public Purchase and received on October 24, 2022. The responsive and responsible bidder was evaluated, and the pricing provided was determined to be acceptable. The costs associated with manufacturing and materials continue to rise with inflation and what was budgeted a year ago is not sufficient in today’s market.
2. CHANGE ORDER NO. 2 TO CONTRACT NO. 716 WITH RONALD N.S. HO & ASSOCIATES, INC.
JOB NO. 21-03, PAUA VALLEY WELL MCC REPLACEMENT, KEKAHA, KAUA'I, HAWAI'I

FUNDING:

<table>
<thead>
<tr>
<th>Account No.</th>
<th>10-40-00-604-999</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acct Description</td>
<td>WU/Ops/Capital Outlay- R&amp;R/Misc. Capital Purchases</td>
</tr>
<tr>
<td>Funds Available</td>
<td>Verified by WWC</td>
</tr>
<tr>
<td>$</td>
<td>1,657.68</td>
</tr>
</tbody>
</table>

| Contract No. | 716 |
| Vendor | Ronald N.S. Ho & Associates, Inc. |
| Contract Amount | $68,222.04 |
| 5% Contingency | $3,411.00 |
| Total Funds Certified To Date | $71,633.04 |

| Change Order No. 2: |
| Building Permit Process | $5,068.68 |
| Total Change Order | $5,068.68 |

| Contract Amount To Date | $73,290.72 |

BACKGROUND:
Contract NTP Date: November 3, 2021
Original Contract End Date: September 18, 2022
New Contract End Date: February 29, 2024

The Department entered into contract with Ronald N.S. Ho & Associates, Inc. to design the Paua Valley Pump Replacement of the MCC. The original contract scope did not include permit routing by the consultant. Change Order No. 2 will cover permit routing and add time to cover already included services during construction for the estimated construction period. Consultant is in the design stage of obtaining building permits with the County.
3. SECOND AMENDMENT TO CONTRACT NO. 567 WITH ESAKI SURVEYING AND MAPPING, INC.
JOB NO. 12-2, WK-23 U.H. EXPERIMENTAL STATION, 605’ TANK

FUNDING:

<table>
<thead>
<tr>
<th>Account No.</th>
<th>20-20-00-605-117 and 20-20-00-605-018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acct Description</td>
<td>FRC/Eng/Admin/Capital Outlay – Expansion/Capital Purchases (UH Experiment Station Tank)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Account No.</th>
<th>20-20-00-605-018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acct Description</td>
<td>FRC/Eng/Admin/Capital Outlay – Expansion/Capital Purchases (H-08, Drill &amp; Test Hanalei Well)</td>
</tr>
<tr>
<td>Total Funds Available</td>
<td>Verified by WWC</td>
</tr>
<tr>
<td>Contract No.</td>
<td>567</td>
</tr>
<tr>
<td>Vendor</td>
<td>Esaki Surveying and Mapping, Inc.</td>
</tr>
<tr>
<td>Contract Amount</td>
<td>$38,500.00</td>
</tr>
<tr>
<td>5% Contingency</td>
<td>$1,925.00</td>
</tr>
<tr>
<td>Total Funds Certified To Date</td>
<td>40,425.00</td>
</tr>
</tbody>
</table>

Second Amendment:
Additional cost to complete the design and construction phase of the project $316,649.00

| Total Amendment | $316,649.00 | <$316,649.00> |
| Contract Amount To Date | 355,149.00 |

BACKGROUND:
Contract NTP Date: July 5, 2013
Original Contract End Date: April 1, 2014
New Contract End Date: 730 days after execution of Second Amendment

The DOW has executed a right-of-entry agreement with the University of Hawai'i and is now able to proceed with the design and construction phase of the project. This project is critical to provide storage for the service area, which is currently under a two-water meter per lot of record restriction. This project will also allow for redundancy of the 0.125-million-gallon (MG) Puupilo Tank and future rehabilitation/replacement of that tank.
4. RIGHT-OF-ENTRY UPDATE TO THE KĪLAUEA CEMETERY LOT PROPERTY FOR A
POTENTIAL FUTURE WELL SITE, TMK: (4) 5-2-021:022, KĪLAUEA, KAʻUA'I, HAWAI'I

FUNDING: NOT APPLICABLE

BACKGROUND:
The Board approved the subject Right-of-Entry (ROE) at the November Board Meeting as a result of the indemnification language contained therein. The termination language has since been updated and it is recommended that the Board be updated on the revised termination language.

The termination language in the ROE at the time of the November Board Meeting stated that the ROE would terminate based on any one of the following two conditions: (1) well drilling has not commenced within seven hundred thirty (730) calendar days after the effective date of the ROE; (2) if well drilling commenced within seven hundred thirty (730) calendar days, the ROE will terminate three hundred sixty five (365) calendar days after the completion of the well drilling and pump testing to allow the Grantee time to determine if the Property is a feasible well site.

The current termination language in the ROE states that the ROE will terminate based on any of the following three conditions: (1) well drilling has not commenced within seven hundred thirty (730) calendar days after the effective date of the ROE; (2) if well drilling commenced within seven hundred thirty (730) calendar days, the ROE will terminate seven hundred thirty (730) days after commencement of the well drilling; (3) if the Grantor enters into a land sales contract with a buyer for the sale of the Property, and if the buyer requires the ROE to be terminated as a condition of the sale.

### CONVEYANCE OF WATER FACILITIES $44,000.00

<table>
<thead>
<tr>
<th>APPLICANT</th>
<th>TMK #</th>
<th>LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>RAK TNC LLC</td>
<td>2-3-009:009</td>
<td>Kalaheo</td>
</tr>
<tr>
<td>Debra Van De Taeye Trust; Lawrence E. Widhelm Trust; Todd &amp; Victoria Gordon; Kaycee Parker; Michael Milne; Niumalu 2371 LLC</td>
<td>2-4-014:014</td>
<td>Kalaheo</td>
</tr>
</tbody>
</table>

### PERSONNEL MATTERS

See Attached

Attachments: Monthly Division Dashboards
"Please tell Chris and his crew, Darren and Selwyn how much I appreciate their aloha. They were a blessing!"
-Watkins, Kalaheo resident

"Thank you for all the work you've done. We really appreciate it. We were so happy we almost threw a party when the water came back on!"
-Kennelly, Wainiha resident

December 2022 - Level of Service (LOS)

- Number of Agreements Executed: 29
- Number of Agreements Pending: 1
- Number of P.O.s Processed: 10
- Number of Contracts Executed: 22
- Number of Contracts Pending: 3
- Number of IT Help Desk Tickets Completed: 5
- Number of IT Help Desk Tickets Received: 3

Overtime

- Total Annual Budget ($): $3,510.25
- Actual YTD ($): $10,486.96
- Budgeted Staff: $17,408.70
- Budgeted Vacancies: $21,064.58
- Total Hours Worked: $45,794.20
- Overtime Hours: $36,741.05

Staffing

- Budgeted Staff: 9
- Budgeted Vacancies: 1

Number of Agreements Executed: 29
Number of Agreements Pending: 1
Number of P.O.s Processed: 10
Number of Contracts Executed: 22
Number of Contracts Pending: 3
Number of IT Help Desk Tickets Completed: 5
Number of IT Help Desk Tickets Received: 3

Department of Water
County of Kauai

Page 114
## ADMINISTRATION

### STAFFING

<table>
<thead>
<tr>
<th>Budgeted Staff vs Vacancies (Admin-HR-IT-PR)</th>
<th>Nov-22</th>
<th>Dec-22</th>
<th>Previous FY YTD</th>
<th>Current FY YTD</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>11</td>
<td>6</td>
<td>8</td>
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### OVERTIME

<table>
<thead>
<tr>
<th>Budget ($) vs Actual ($)</th>
<th>Nov-22</th>
<th>Dec-22</th>
<th>Previous FY YTD</th>
<th>Current FY YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td>$4,166.67</td>
<td>$15,465.47</td>
<td>$4,166.67</td>
<td>$9,055.15</td>
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<tr>
<td>$4,166.67</td>
<td>$25,000.00</td>
<td>$45,796.20</td>
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### STAFFING

<table>
<thead>
<tr>
<th># of IT Help Desk Tickets Received</th>
<th>Nov-22</th>
<th>Dec-22</th>
<th>Previous FY YTD</th>
<th>Current FY YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Completed</td>
<td>26</td>
<td>17</td>
<td>22</td>
<td>10</td>
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</table>

<table>
<thead>
<tr>
<th># of Legal Claims Outstanding</th>
<th>Nov-22</th>
<th>Dec-22</th>
<th>Previous FY YTD</th>
<th>Current FY YTD</th>
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<tr>
<td>Resolved</td>
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<table>
<thead>
<tr>
<th># of Contracts Pending</th>
<th>Nov-22</th>
<th>Dec-22</th>
<th>Previous FY YTD</th>
<th>Current FY YTD</th>
</tr>
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<tbody>
<tr>
<td>Executed</td>
<td>2</td>
<td>1</td>
<td>3</td>
<td>1</td>
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</table>

<table>
<thead>
<tr>
<th># of Purchase Orders Processed</th>
<th>Nov-22</th>
<th>Dec-22</th>
<th>Previous FY YTD</th>
<th>Current FY YTD</th>
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<tbody>
<tr>
<td></td>
<td>22</td>
<td>29</td>
<td>51</td>
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<table>
<thead>
<tr>
<th># of Agreements Pending</th>
<th>Nov-22</th>
<th>Dec-22</th>
<th>Previous FY YTD</th>
<th>Current FY YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Executed</td>
<td>2</td>
<td>7</td>
<td>3</td>
<td>5</td>
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</table>

<table>
<thead>
<tr>
<th># of MOU</th>
<th>Nov-22</th>
<th>Dec-22</th>
<th>Previous FY YTD</th>
<th>Current FY YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOA Pending</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>1</td>
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</table>

<table>
<thead>
<tr>
<th># of MOU</th>
<th>Nov-22</th>
<th>Dec-22</th>
<th>Previous FY YTD</th>
<th>Current FY YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOA Executed</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th># of Customer Remarks</th>
<th>Nov-22</th>
<th>Dec-22</th>
<th>Previous FY YTD</th>
<th>Current FY YTD</th>
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<tbody>
<tr>
<td></td>
<td>1</td>
<td>1</td>
<td>2</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th># of Customer Compliments</th>
<th>Nov-22</th>
<th>Dec-22</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>2</td>
<td></td>
</tr>
</tbody>
</table>

Note: DOW Dashboard data tracking started November 2022
This report is submitted pursuant to Board Policy No. 25.

CLAIMS SETTLED: None.
CLAIMS PENDING: Please see table below for pending claims.

<table>
<thead>
<tr>
<th>Claimant(s)</th>
<th>Date of Loss</th>
<th>Filed with OCA</th>
<th>Date Closed</th>
<th>Basis of Claim</th>
<th>Claim Amount</th>
<th>Settled Amount</th>
<th>Corrective Action Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Soares, Calvin B.</td>
<td>7/25/2022</td>
<td>10/24</td>
<td>Pending</td>
<td>Personal Property Damage: Claimant stated the DOW shut off water on Puu Rd (Kalāheo) to facilitate repairs but did not inform residents on Puu Rd. by radio station as they usually do. Water supply was shut off long enough that his solar water panels drained enough to form an air lock burning his circulation pump from running dry.</td>
<td>$143.73</td>
<td>Pending</td>
<td>Pending</td>
</tr>
<tr>
<td>John Mullen &amp; Co, C/O DB Insurance Co. Ltd. Aso Kim Murriera</td>
<td>2/5/2021</td>
<td>11/30</td>
<td>Pending</td>
<td>Personal Property Damage: Claimant said on approximately February 5, 2021 their insured home (Kapaa) and foundation were compromised due to a plumbing break, which occurred within a County owned water supply pipe. This leak continued for two weeks prior to the County correcting/repairing the pipe and has significantly undermined the insured's dwelling.</td>
<td>$78,957.84</td>
<td>Pending</td>
<td>Pending</td>
</tr>
</tbody>
</table>
QUARTERLY UPDATE

Period of October 1, 2022 to December 31, 2022

ENGINEERING DIVISION
Submitted by: Jason Kagimoto, P.E.

DEPARTMENT OF WATER
January 26, 2022
Executive Summary

Significant updates for this quarter include:

- **Water Resources and Planning Section**
  - Subdivision-Land Use applications completed = 21
  - Water Service Requests Completed = 85
  - Building Permit Applications Reviewed = 390
  - Backflow Devices Inspected and Tested => 276

- **Project Management Section**
  - Overseeing 18 ongoing DOW CIP design projects
  - Overseeing 4 ongoing DOW CIP construction
  - Private Project Reviews = 50
  - Rehabilitate Paua Valley Tank No. 1 (KW-07) – Draining tank and treating water
  - Kalāheo Water System Improvements (K-01) – Submittals phase
  - Kīlauea Wells 1 & 2, MCC, Chlorination Facilities (WKK-03) – Submittals phase
  - Kukuiolono Tank Demo – Work scheduled for end of January 2023
  - Kapa’a 325’ Tanks – Two 0.5 MG Tanks – Bidding February 2023
  - Kapa’a Homesteads Well No. 4 Pump and Controls – Bidding March 2023
  - UH CTAHR Experimentation Station Site 605’ Tank – Amending design contract January 2023
## Water Restriction Areas

<table>
<thead>
<tr>
<th>Water System/Sub-System</th>
<th>Restrictions (5/8-inch water meter or number units per lot)</th>
<th>Inadequate Facilities</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upper Lawai</td>
<td>2</td>
<td>Storage</td>
<td>Administration Approved</td>
</tr>
<tr>
<td>Poipu</td>
<td>300</td>
<td>Storage</td>
<td>Board Approved (50% of new tank allowed for new development; 50% to make up storage deficit)</td>
</tr>
<tr>
<td>Wailua Homesteads</td>
<td>5</td>
<td>Storage</td>
<td>Administration Approved</td>
</tr>
<tr>
<td>Upper Wailua Homesteads</td>
<td>2</td>
<td>Storage</td>
<td>Administration Approved</td>
</tr>
<tr>
<td>Kapaa Homesteads</td>
<td>5</td>
<td>Source</td>
<td>Board Approved</td>
</tr>
<tr>
<td>Moloa’a</td>
<td>0</td>
<td>Source and Storage</td>
<td>Water Purchase Agreement</td>
</tr>
<tr>
<td>Kilauea-Kalihiwai</td>
<td>5</td>
<td>Source and Storage</td>
<td>Administration Approved</td>
</tr>
<tr>
<td>Aliomanu – Kukuna Road</td>
<td>0</td>
<td>Transmission</td>
<td>Administration Approved</td>
</tr>
<tr>
<td>Anini</td>
<td>1</td>
<td>Source and Storage</td>
<td>Water Purchase Agreement</td>
</tr>
<tr>
<td>Upper Wainiha Valley</td>
<td>1</td>
<td>Storage</td>
<td>Administration Approved</td>
</tr>
<tr>
<td>Wainiha – Haena</td>
<td>3</td>
<td>Storage</td>
<td>Administration Approved</td>
</tr>
</tbody>
</table>
## Accomplishments

<table>
<thead>
<tr>
<th></th>
<th>October 2022 – December 2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subdivision Applications; Zoning / Land Use / Variance Permits; Zoning Amendments; ADU/ARU Clearance Applications</td>
<td>35</td>
</tr>
<tr>
<td>Water Service Requests</td>
<td>68</td>
</tr>
<tr>
<td>Building Permit Applications</td>
<td>390</td>
</tr>
<tr>
<td>Backflow Inspection Program – No. of Tested Devices</td>
<td>276</td>
</tr>
</tbody>
</table>

## Private Projects

<table>
<thead>
<tr>
<th></th>
<th>October 2022 – December 2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>In Design Review</td>
<td>50</td>
</tr>
<tr>
<td>Design Approved</td>
<td>52</td>
</tr>
<tr>
<td>In Construction</td>
<td>14</td>
</tr>
<tr>
<td>Completed</td>
<td>21</td>
</tr>
</tbody>
</table>
## Water Plan 2020 Construction Project Status

<table>
<thead>
<tr>
<th>WP 2020 NUMBER</th>
<th>JOB NO</th>
<th>PROJECT TITLE</th>
<th>% COMPLETE DEC 2022</th>
<th>ORIGINAL ESTIMATE TO COMPLETE</th>
<th>CURRENT ESTIMATE TO COMPLETE</th>
<th>CURRENT CONTRACT AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLH-35B</td>
<td>16-02</td>
<td>Kapaia Haul Cane Road 18” Transmission Line</td>
<td>7</td>
<td>Q3 2019</td>
<td>Q4 2025 (1)</td>
<td>$4,127,545.00</td>
</tr>
<tr>
<td>KW-07</td>
<td>17-10</td>
<td>Rehabilitate Puaa Valley Tank No. 1, 0.5 MG Tank</td>
<td>10</td>
<td>Q2 2021</td>
<td>Q4 2023</td>
<td>$3,507,473.44 (2)</td>
</tr>
<tr>
<td>WK-08</td>
<td>02-14</td>
<td>Kapa’a Homestead Well 4 – Package A Drain Line</td>
<td>87</td>
<td>Q3 2019</td>
<td>Q4 2023 (3)</td>
<td>$2,605,418.35</td>
</tr>
<tr>
<td>WK-39</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>K-01 &amp; K-12</td>
<td>09-01</td>
<td>Kalaheo Water System Improvements Package A – 0.5 MG Yamada Reservoir Package B – 0.1 MG Clearwell Reservoir Package C – Water Main Installation</td>
<td>2</td>
<td>Q1 2025</td>
<td>Q1 2025</td>
<td>$21,756,430.00 (4)</td>
</tr>
<tr>
<td>WKK-03</td>
<td>16-04</td>
<td>Kilauea Wells Nos. 1 and No. 2, MCC, Chlorination Facilities</td>
<td>2</td>
<td>Q3 2024</td>
<td>Q3 2024</td>
<td>$3,124,020.00 (5)</td>
</tr>
<tr>
<td>N/A</td>
<td>18-07</td>
<td>Kukuiolono Existing 0.2 MG Tank Demolition Plan</td>
<td>10</td>
<td>Q4 2022</td>
<td>Q1 2023</td>
<td>$380,968.25</td>
</tr>
</tbody>
</table>

**TOTAL = $35,501,855.04**

(1) Project issued stop work order and is on hold.
(2) $1.2M State funding assistance
(3) Additional contract time required to re-design drainage system and obtain land-owner approval for DOW drainage easement.
(4) $10.2M State funding assistance
(5) $2.6M State funding assistance
## Supplemental Support Services

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Company</th>
<th>Professional Service</th>
<th>Contract Amount</th>
<th>Remaining Balance</th>
<th>Number of Projects</th>
</tr>
</thead>
<tbody>
<tr>
<td>723</td>
<td>Esaki Surveying &amp; Mapping, Inc.</td>
<td>IDIQ – Surveying</td>
<td>$20,000</td>
<td>$20,000</td>
<td>0</td>
</tr>
<tr>
<td>725</td>
<td>Bowers + Kubota</td>
<td>Kalāheo Wtr Sys Imp CM</td>
<td>$1,010,000</td>
<td>$1,010,000</td>
<td>N/A</td>
</tr>
<tr>
<td>732</td>
<td>Bowers + Kubota</td>
<td>Kīlauea Wells 1 &amp; 2 CM</td>
<td>$325,000</td>
<td>$325,000</td>
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<tr>
<td>728</td>
<td>RM Towill, Inc.</td>
<td>IDIQ – Project Management</td>
<td>$1,000,000</td>
<td>$1,000,000</td>
<td>2</td>
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<tr>
<td>727</td>
<td>RM Towill, Inc.</td>
<td>IDIQ – Environ Svcs</td>
<td>TBD</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>
ENGINEERING DASHBOARD

**STAFFING**

<table>
<thead>
<tr>
<th>Budgeted Staff ($) vs Vacancies ($)</th>
<th>Last Month</th>
<th>Current Month</th>
<th>Previous FY Year to Date</th>
<th>Current FY Year to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Services: Total $ Amount</td>
<td>13</td>
<td>9</td>
<td>13</td>
<td>9</td>
</tr>
<tr>
<td>% of Division Budget</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
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</table>

**OVERTIME**

<table>
<thead>
<tr>
<th>Budget ($)</th>
<th>Actual ($)</th>
<th>Last Month</th>
<th>Current Month</th>
<th>Previous FY Year to Date</th>
<th>Current FY Year to Date</th>
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</thead>
<tbody>
<tr>
<td>$4,920</td>
<td>$4,850</td>
<td>$4,920</td>
<td>$7,310</td>
<td>$24,580</td>
<td>$31,510</td>
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</table>

**PROJECT MANAGEMENT**

<table>
<thead>
<tr>
<th># of DOW Projects in Design</th>
<th>Last Month</th>
<th>Current Month</th>
<th>Previous FY Year to Date</th>
<th>Current FY Year to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>In Construction</td>
<td>12</td>
<td>4</td>
<td>18</td>
<td>4</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th># of DOW Projects completed</th>
<th>Last Month</th>
<th>Current Month</th>
<th>Previous FY Year to Date</th>
<th>Current FY Year to Date</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th># of Private Projects in Design</th>
<th>Last Month</th>
<th>Current Month</th>
<th>Previous FY Year to Date</th>
<th>Current FY Year to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design Approved</td>
<td>48</td>
<td>48</td>
<td>50</td>
<td>52</td>
</tr>
<tr>
<td>In Construction</td>
<td>13</td>
<td>52</td>
<td>14</td>
<td>14</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th># of Private Projects Construction Completed</th>
<th>Last Month</th>
<th>Current Month</th>
<th>Previous FY Year to Date</th>
<th>Current FY Year to Date</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>21</td>
<td>21</td>
<td>42</td>
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</tbody>
</table>
# Engineering

## Level of Service

<table>
<thead>
<tr>
<th>Number of Customer Requests Received</th>
<th>Completed by Type</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Subdivision Applications, Zoning, Land Use and Variance Permits</td>
</tr>
<tr>
<td></td>
<td>ADU/ARU Clearance Applications</td>
</tr>
<tr>
<td></td>
<td>Building Permits</td>
</tr>
<tr>
<td></td>
<td>Water Service Requests</td>
</tr>
<tr>
<td></td>
<td>Government Records Request</td>
</tr>
<tr>
<td></td>
<td>Backflow Inspection # of Devices Tested</td>
</tr>
</tbody>
</table>

## Average Response Time to Customer Requests by Type (Days)

| ADU/ARU Clearance Applications |
| Building Permits |
| Water Service Requests |

![Level of Service Chart]

### Chart Notes:
- **X-axis:** Months from Jul-22 to Dec-22
- **Y-axis:** Number of Customer Requests

- **Water Service Requests Received**
- **Water Service Requests Completed**
- **Building Permits Received**
- **Building Permits Completed**
Information Technology Quarterly Update

October 2022 – December 2022

Wayne Takabayashi

January 2023
TECHNOLOGY

- Replace Department servers
  - 4-node system delivered and racked
  - High-speed switches delivered and racked
  - Acceptance testing scheduled for late Jan ‘23

- IT assessment prior to system deployment and app migration
  - Network mapped
  - Software/service accounts being inventoried
BUSINESS PROCESS IMPROVEMENTS

- DOW IT Steering Committee
  - Share software application assets and requirements between divisions for cohesive needs assessment
  - Combine partnership opportunities with County and other water utilities regarding professional services/program needs
  - Refresh IT Strategic Plan doc to FY23 current/future direction
Cisco Unified Communications Manager system (phone admin) repaired
- Phone Tree documented, redesign under way
- Plans with HT and OPS for conduit under base yard prior to demo of old Admin

Vulnerability assessment conducted, issues being addressed
- IT team addressing issues and dealing with changes

Lack of security awareness training
- Will incorporate Workday in video requirement for awareness training during orientation.

Change Management
- Lack of formal change management policies and procedures for GP
  - In communication with RSM now have admin capability in GP
  - GP backups saved changes being made by DOW