

BOARD OF WATER SUPPLY

JULIE SIMONTON, CHAIR
TOM SHIGEMOTO, VICE CHAIR
MICAH FINNILA, SECRETARY

KURT AKAMINE, MEMBER
KA'AINA HULL, EX-OFFICIO
TROY TANIGAWA, EX-OFFICIO
VACANT, EX-OFFICIO



JOSEPH E. TAIT
MANAGER AND CHIEF ENGINEER

REGULAR MONTHLY MEETING NOTICE AND AGENDA

Thursday, February 20, 2025
9:30 a.m. or shortly thereafter

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, Līhu'e, Kaua'i, Hawai'i, 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/88165185510>

Passcode: 084875

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: 881 6518 5510

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 Board Meeting: Thursday, March 20, 2025 – 9:30 a.m.

APPROVAL OF AGENDA

MEETING MINUTES

1. Regular Board Meeting – January 23, 2025

PUBLIC TESTIMONY

NEW BUSINESS

1. Manager's Report No. 25-22 Discussion and Possible Action to reappropriate certain budget line items to other line-item budgets for the purpose of compliance with the Temporary Hazard Pay (THP) settlements between the County of Kaua'i and United Public Workers (UPW) for Bargaining Unit 01 and Hawai'i Government Employees Association (HGEA) for Bargaining Units 02, 03, 04, 13, and 15.
2. Manager's Report No. 25-23 Discussion and Possible Action to Request Board Approval for Indemnification and Unspecified Future Obligations for Parsons Hawai'i Periodic Motor Vehicle Inspection (PMVI) Program between the Board of Water Supply, County of Kaua'i and Parsons Environment & Infrastructure Group Inc.

STAFF REPORTS

1. **Fiscal:**
 - a. Monthly dashboard – Number of Service Calls, Number of Walk-in Customers, Number of Customer Emails and Correspondence, Number of Customer Rebills, Accounting Highlights, Transponder Replacement highlights and progress, Staff Overtime hours
 - b. Budget Report for January 2025
2. **Operations**
 - a. Monthly dashboard – Annual Financial Impact Overview, Staff Overtime Hours, Budgeted and Vacant Positions, Services Received/Completed
3. **Engineering**
 - a. Monthly dashboard – Budgeted and Vacant Positions, Staff Overtime Hours, Projects In Design, In Construction, Completed; Water Resources and Planning Statistics – Customer Requests, Applications and Permits, Service and Records Requests, Number of Backflow Devices tested
 - i. Capital Improvement Plan (CIP) Project Highlights/Status Updates:
 - Kūhiō Hwy. (Hardy-Oxford) 18" Main Replacement
 - Weke, 'Anae, Mahimahi and He'e Roads 6" and 8" Main Replacement
 - Hanapēpē Town Well Master Control Center (MCC), Chlorination Facilities
 - Līhu'e Administrative Building Fencing
 - Līhu'e Baseyard Electrical Relocation
 - Kapa'a Homesteads 325' Tanks
 - ii. DOW Project Highlights/Status Updates:
 - Kauai Water Use and Development Plan (KWUDP) Update
 - Water System Investment Plan (WSIP) Update
 - As-Needed Grant Writing and Preparation Services: Drought Resiliency Grant with United States Bureau of Reclamation (USBR) for Haena 0.2 MG Tank Construction; WaterSMART Grant for Advanced Metering Infrastructure (AMI) Meters
 - America's Water Infrastructure Act (AWIA) Risk and Resilience Assessment/Emergency Response Plan

4. Administration

- a. Monthly Dashboard – Budgeted Staff/Vacancies, Number of Agreements Processed/Pending, Contracts Executed/Pending, Memorandums of Understanding/Agreement Executed/Pending, Purchase Orders Processed, IT Help Desk Tickets Received/Completed; Staff Overtime Hours
- b. Human Resources – updates on Personnel Vacancies

5. Manager and Chief Engineer

- a. Reports to Manager:
 - 1. Professional Services DOW-2025-PROF-1, Contract Award to Brown and Caldwell; Job No. 25-02, America’s Water Infrastructure Act (AWIA) Risk and Resilience Assessment and Emergency Response Plan Update
 - 2. Professional Services No. DOW-2025-Prof-1, Contract Award to KMH LLP; Financial Information System Support, As-Needed Consultation Services
 - 3. Contract Award to ABR Ventures dba Honua Waterworks GS-2025-04 Hydrants & Appurtenances and Various Drinking Water Pipe Repair and Maintenance Fittings
 - 4. Contract Award to Kauai Mechanical, Inc. GS-2025-05, Service and Maintenance of DOW’s Various Air Conditioning Units
 - 5. Contract Award to Eurofins Eaton Analytical, LLC Sole Source No. SS-2025-09 Laboratory Testing Services
 - 6. Additional Encumbrance to Encumber Amount of Contract (C533); Job 09-01, WP2020 #K-01, #K-12, Kalaheo Water System Improvements
 - 7. Fourth Amendment to Contract No. 567 with Esaki Surveying and Mapping, Inc.; Job No. 12-2, WK-23, U.H. Experimental Station 605’ Tank
 - 8. Operations Division Budget Reappropriation of Certain Budget Line Items for the Purpose of Ordering and Replenishing Inventory Supplies and Parts

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

- 1. Resolutions for 2024 Employees of the Year

TOPICS FOR FUTURE BOARD OF WATER SUPPLY MEETING:

EXECUTIVE SESSION:

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

ADJOURNMENT

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
Lihu'e, Hawai'i 96766

E-Mail: board@Kaua'iwater.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@Kaua'iwater.org as soon as possible. Requests made as early as possible will allow adequate time to fulfil your request. Upon request, this notice is available in alternate formats such as large print, Braille, or electronic copy.

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

DRAFT

MINUTES

MINUTES
BOARD OF WATER SUPPLY
Thursday, January 23, 2025

The Board of Water Supply, County of Kaua'i, met in a regular meeting in Lihu'e on Thursday, January 23, 2025. Chair Julie Simonton called the meeting to order at 9:38 a.m. The following Board members were present:

BOARD:

Mr. Tom Shigemoto, *Chair*
Ms. Julie Simonton, *Vice Chair*
Mr. Kurt Akamine
Ms. Micah Finnila

EXCUSED:

Mr. Troy Tanigawa
Mr. Ka'aina Hull

Quorum was achieved with 4 members present at Roll Call.

ANNOUNCEMENTS

Next Scheduled Board Meeting: Thursday, February 20, 2025 – 9:30 a.m.

APPROVAL OF AGENDA

The agenda was approved with no objections

MEETING MINUTES

1. Regular Board Meeting – December 19, 2024

The minutes of the December 20, 2024 regular meeting were received for the record

PUBLIC TESTIMONY

None

OLD BUSINESS

1. Discussion and Possible Action on Manager's Annual Evaluation timeline, process, and Criteria (*referred to PIG Committee at October 19, 2023 Board meeting; PIG committee report presented at October 17, 2024 Board meeting*)

Board member Akamine moved to approve the proposed Board Policy relating to the Performance Appraisal Process for the Manager & Chief Engineer and Delegation of Authority to the Board Chair

NEW BUSINESS

1. *Manager's Report No. 25-18* Discussion and Possible Action to Extend the Authority to Remedy Customer Bills Delegated to the Department in the Board's Declaratory Order dated February 22, 2024

Board member Akamine moved to approve Manger's Report No. 25-18, seconded by Ms. Finnila; with no objections, motion carried with 4 Ayes.

2. *Manager's Report No. 25-19* Discussion and Possible Action to Request Board Approval for Indemnification and Unspecified Future Obligations for Quest Software, Inc. between the Board of Water Supply, County of Kaua'i and Quest Software, Inc.

Board member Akamine moved to approve Manager's Report No. 25-19, seconded by Ms. Finnila; with no objections, motion carried with 4 Ayes.

3. Manager's Report No. 25-20 Discussion and Possible Action to Request Board Approval for Indemnification and Unspecified Future Obligations for Splashtop, Inc. between the Board of Water Supply, County of Kaua'i and Splashtop, Inc.

Board member Akamine moved to approve Manager's Report No. 25-20, seconded by Ms. Finnila; with no objections, motion carried with 4 Ayes.

4. Manager's Report No. 25-21 Discussion and Possible Action to Request Board Approval for Indemnification and Unspecified Obligations for Autodesk, Inc. between the Board of Water Supply, County of Kaua'i and Autodesk, Inc.

Board member Akamine moved to approve Manager's Report No. 25-21, seconded by Ms. Finnila; with no objections, motion carried with 4 Ayes.

STAFF REPORTS

1. Fiscal:
 - a. Monthly dashboard
 - b. Budget Report for December 2024
 - c. Quarterly BAB Statement
2. Operations – Monthly dashboard
3. Engineering
 - a. Monthly dashboard
 - b. Quarterly Update
4. Administration:
 - a. Monthly dashboard
 - b. Human Resources – updates on Personnel Vacancies
5. Manager and Chief Engineer – Required communications to the Board, and update of Department activities

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

TOPICS FOR FUTURE BOARD OF WATER SUPPLY MEETING:

1. Resolutions for 2024 Employees of the Year

EXECUTIVE SESSION:

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

ADJOURNMENT

The meeting was adjourned at 10:06 a.m.

Respectfully submitted,

Cherisse Zaima
Commission Support Clerk

A horizontal splash of clear blue water with bubbles and ripples, set against a white background. The water is positioned behind the text.

NEW

BUSINESS

DEPARTMENT OF WATER

County of Kaua'i

"Water has no Substitute – Conserve It!"

MANAGER'S REPORT No. 25-22

February 20, 2025

Re: Discussion and Possible Action to reappropriate certain budget line items to other line-item budgets for the purpose of compliance with the temporary hazard pay (THP) settlements between the County of Kauai and United Public Workers (UPW) for Bargaining Unit 01 and Hawaii Government Employees Association (HGEA) for Bargaining Units 02, 03, 04, 13, and 15.

BACKGROUND:

In October 2024, the County of Kauai reached settlement agreements with UPW and HGEA on behalf of employees in UPW Bargaining Unit 01 and HGEA Bargaining Units 02, 03, 04, 13, 14, and 15. The THP covers affected employees who worked during the COVID-19 pandemic, excluding leave of absences and telework or remote work arrangements. The THP settlement for UPW covers the period March 4, 2020 to March 5, 2022 and HGEA covers the period March 4, 2020 to March 25, 2022, respectively. The amounts estimated include applicable taxes and retirement benefit contributions related to the additional one-time lump sum payout.

RECOMMENDATION:

It is recommended that the Board approve the supplemental budget line-item movements.

FUNDING:

| <u>Account No:</u> | <u>Account Description</u> | <u>Supplemental Budget</u> |
|--------------------|---|----------------------------|
| 10-XX-10-510-010 | WU-Adm-Salaries and Wages | \$ 112,914.00 |
| 10-XX-10-530-010 | WU-Adm-FICA Taxes | 8,638.00 |
| 10-XX-10-530-020 | WU-Adm-Retirement Contributions (ERS Pension) | 27,099.00 |
| 10-XX-10-510-010 | WU-Fiscal-Salaries and Wages | 200,170.00 |
| 10-XX-10-530-010 | WU-Fiscal-FICA Taxes | 15,313.00 |
| 10-XX-10-530-020 | WU-Fiscal-Retirement Contributions (ERS Pension) | 48,040.00 |
| 10-XX-10-510-010 | WU-Eng-Adm-Salaries and Wages | 174,780.00 |
| 10-XX-10-530-010 | WU-Eng-FICA Taxes | 13,371.00 |
| 10-XX-10-530-020 | WU-Eng-Retirement Contributions (ERS Pension) | 41,948.00 |
| 10-XX-10-510-010 | WU-Ops-Salaries and Wages | 858,756.00 |
| 10-XX-10-530-010 | WU-Ops-FICA Taxes | 65,694.00 |
| 10-XX-10-530-020 | WU-Ops-Retirement Contributions (ERS Pension) | 206,101.00 |
| | Total | \$ 1,772,824.00 |
| 10-20-00-604-138 | WU-Eng-HE-03a Hanapēpē Town Well MCC, Chlorination Facilities | \$ (230,099.00) defund |
| 10-40-60-563-010 | WU-Ops-TandD-Supplies-Inventory Stock | (1,130,551.00) defund |
| 10-02-10-540-010 | WU-IT-Adm-Professional Services | (350,000.00) defund |
| 10-02-00-605-999 | WU-IT-Adm-Capital Outlay-Misc. Capital Purchases | (62,174.00) defund |

OPTIONS:

Option 1:

Approve Manager's Report as recommended.

Pro: DOW will reappropriate budget and be in compliance with the THP settlement agreements.

Con: DOW will require additional expenditures of budgeted funds.

Option 2:

Do Not Approve Manager's Report as recommended.

Pro: DOW will be able to use the funds for other budget items.

Con: DOW will not make the necessary budget movements and actual expenditures reported will be overspent at the end of the fiscal year.

RY/crz

Attachment(s): None

DEPARTMENT OF WATER

County of Kaua'i

"Water has no Substitute – Conserve It!"

MANAGER'S REPORT No. 25-23

February 20, 2025

Re: Discussion and Possible Action to Request Board Approval for Indemnification and Unspecified Future Obligations for Parsons Hawai'i Periodic Motor Vehicle Inspection (PMVI) Program between the Board of Water Supply, County of Kaua'i and Parsons Environment & Infrastructure Group Inc.

RECOMMENDATION:

The Department recommends that the Board approve Option 1, which will allow the Department to move forward with the renewal of Parsons Hawai'i PMVI software.

FUNDING: N/A

BACKGROUND:

The Department's Operations Division continues to utilize Parsons Hawai'i PMVI program through the State Department of Transportation's contract for vehicle safety inspections.

Renewal of the service is required to continue with its use. The Department has been utilizing Parsons PMVI program through the State DOT for multiple years now and already has all the required equipment to perform the inspections. The agreement contains language for indemnification and unspecified future obligation provisions. The County Attorney's Office has reviewed and approved the Terms and Conditions for Parsons Hawai'i PMVI station agreement.

The sections within the agreement that reference Indemnification and Unspecified Future Obligations are shown below:

Parsons Hawai'i PMVI Station Agreement:

3.3 Transaction Fee

The fee for each inspection transaction will be determined by contract and the DOT Administration and Enforcement fee specified by DOT (unless otherwise directed by DOT) which is mandatory and subject to any annual adjustments as approved by DOT.

3.6 Lockout/Suspension of Access and Collection

In the event of late or non-payment of an Invoice, the Customer is in non-compliance with the terms of this Agreement and the DOT agrees to Lockout or suspend the Station, Customer shall not retain or defer payment of Invoice amounts or late charges due to Parsons on account of any dispute, counterclaim, or set off which it may allege against Parsons hereunder. Parsons may elect to bring action for the collection of any unpaid Invoice in any court having competent

jurisdiction. Customer shall pay all of Parsons' collection costs, including attorneys' fees and related costs, in the event the dispute is lost by Customer. In the event of a dispute concerning an Invoice, Customer shall notify Parsons in writing at the address listed above or via email at HawaiiPMVI@parsons.com. If Customer does not give Parsons written notice of a dispute immediately upon receipt of the Invoice, such Invoice shall be deemed undisputed and binding on Customer. Customer shall be responsible for paying any undisputed Invoice amounts by the required payment due date.

If Customer purchases a HI PMVI Test Equipment Kit or Apple iPad® Tablet Only Option, Parsons shall invoice the Customer each year for the applicable Maintenance Equipment Fee (contained in Appendix A). Failure to pay Maintenance Equipment Fee shall result in a Lockout of that unit from conducting official inspections.

7.1 Indemnification of Parsons

Customer hereby agrees to indemnify and save harmless Parsons and its officers, directors, employees, and agents from and against any claim, demand, damage, loss, expense (including all costs incurred as a result of), or cause of action of any nature resulting from or relating to: the operation of the HI PMVI station or the existence of any dangerous condition at the HI PMVI station; any breach or non-performance by Customer or its officers, directors, employees, and agents of any provision of this Agreement; any damage to property, real or personal, owned by Parsons or others, including any member of the public, caused by or resulting from Customer's performance or non-performance under this Agreement or Customer's operation of the HI PMVI station; and any personal or bodily injury to, or death of, any person, including any member of the public, caused by or resulting from Customer's performance or non-performance under this Agreement or Customer's operation of the HI PMVI station.

OPTIONS

- Option 1:** **Approve the Department's request.**
Pro: The Department will be able to move forward with the renewal and continued use of Parsons Hawai'i PMVI software.
Cons: The Department would have potential risk associated with indemnification and unspecified future obligation provisions of the Parsons software agreement.
- Option 2:** **Deny the Department's request.**
Pro: No potential legal risk associated with indemnification and unspecified future obligation provisions of the Parsons software agreement.
Cons: The Department's PMVI program would not function and we would not be able to perform safety inspections on our fleet vehicles.

RS/crz

Attachment(s): Parsons Hawaii PMVI Station Agreement

This document represents your Station agreement for participation in the Hawaii PMVI program.

Please review the Station Agreement in its entirety. Please note the addition of a fee schedule added in Appendix B.

YOUR ACTION REQUIRED:

**To execute this agreement
please click the two boxes on the last page of the document
and then click "Submit".**

Questions?
Please contact Parsons
HawaiiPMVI@parsons.com
1 888-803-2655

Hawaii Automated Periodic Motor Vehicle Inspection Program

STATION AGREEMENT

THIS STATION AGREEMENT dated June 29, 2024 (the **"Effective Date"**) is made by and between Parsons Environment & Infrastructure Group, Inc., a corporation incorporated under the laws of Delaware with offices at 99-1392 Koaha Place, Aiea, Hawaii 96701 (hereinafter **"Parsons"**) and the customer of Parsons executing this agreement by signing the Station Enrollment Form (hereinafter the **"Customer"**). Customer and Parsons may be referred to herein individually as a **"Party"** or collectively as **"the Parties."**

WITNESSETH:

WHEREAS, the Hawaii Automated Periodic Motor Vehicle Inspection Program (HI PMVI) program was established by the State of Hawaii, Department of Transportation (**"DOT"**) in order to conduct safety inspections on vehicles in Hawaii; **AND WHEREAS**, the DOT and Parsons have entered into an agreement dated June 26, 2024 (as such agreement may be amended from time to time), pursuant to which Parsons provides services in connection with the HI PMVI program (the **"DOT Agreement"**) and participating HI PMVI stations in Hawaii; **AND WHEREAS**, Customer owns and operates a HI PMVI Station and is an entity approved by the DOT to participate in the HI PMVI program, enabling Customer to conduct vehicle safety tests; **AND WHEREAS**, in connection with Customer's participation in the HI PMVI program, Customer desires to utilize the Equipment from Parsons and/or to purchase additional Equipment from Parsons and to engage Parsons to provide the required Maintenance/Repair Services (as such terms are defined herein); **NOW, THEREFORE**, in consideration of these premises and the covenants and agreements set forth herein, and intending to be legally bound thereby, the Parties hereby agree as follows:

ARTICLE 1 SCOPE AND SUSPENSION

1.1 Scope of Agreement

This Agreement sets out the terms and conditions pursuant to which Customer shall acquire and/or purchase Equipment and Maintenance/Repair Services from Parsons and Parsons shall provide the Equipment and Maintenance/Repair Services to Customer.

1.2 Suspension of Network Access and Services

- (a) Customer confirms and acknowledges that the DOT may lockout, suspend, or terminate Customer's HI PMVI test equipment from accessing the Network. The circumstances under which the DOT will initiate a Lockout, suspension, or termination are detailed in the Compliance Guidelines contained in the DOT's HI PMVI Station rules and regulations which includes failure of Customer to pay Parsons' monthly invoices for the transaction fee or having insufficient funds in the HI PMVI Station's bank account to satisfy a Parsons' invoice or other breach of the terms of this Agreement. Customer further confirms and acknowledges that the Lockout, suspension, or termination of Services at the request, direction, or instruction of the DOT shall not under any circumstances be deemed a breach of this Agreement by Parsons, nor shall Parsons have any liability or responsibility whatsoever to Customer for such lockout, suspension, or termination and any such lockout, suspension, or termination shall not alter Customer's obligation to make any and all payments pursuant to the terms of this Agreement.
- (b) Customer confirms and acknowledges that Parsons may suspend the Services provided hereunder if Customer fails to resolve an overdue payment or faulty payment situation within three (3) business days of being advised by Parsons of the overdue or faulty payment.
- (c) Parsons does not warrant uninterrupted or error-free operation of the Network and/or the HI PMVI test equipment or of any other Product or Services hereunder or that Parsons will correct all defects.

ARTICLE 2 EQUIPMENT AND SERVICES

2.1 Equipment

Each station approved by the DOT for enrollment in the HI PMVI program receives one full inspection equipment package at no additional fee to the station. This package includes the following:

- Apple iPad or equivalent
- Thermal printer or equivalent
- Wireless router or equivalent

This package includes maintenance/repair services involving exchange of a faulty component for a functionally equivalent item. Equipment found to be misused, such as excessive dirt, dust, or other indicator of misuse, will cause a cleaning fee to be incurred by the station at the sole discretion of Parsons.

Additional test equipment components and packages can be purchased, with one year of service/maintenance included the first year. A yearly service fee will be charged for years two and beyond.

2.2 Consumables

Each station will be provided with consumables to participate in the decal/forms printing-on-demand activities of the HI PMVI project.

- Thermal printer ribbons
- Decal/forms

Consumables will be delivered to the station dependent on inspection volume. Consumable usage is monitored and stations are responsible for misuse, damage, loss, and stolen consumables and will be charged a replacement fee at the sole discretion of Parsons.

2.3 Equipment Maintenance/Repair Services Exclusions

Maintenance/Repair Services excludes equipment components damaged by losses, misuse, accident, unauthorized modification, unsuitable physical or operating environment, and maintenance by an unauthorized party; failures caused by a product or utility connection for which Parsons is not responsible; any installation by Customer of a feature, device, part, option, alteration, component, consumable, software, and/or attachment, or the like not provided by Parsons. Thermal printers that are not regularly cleaned and iPads with scratched or cracked screens are not covered under the equipment maintenance/repair warranty and will cause the Customer to incur restoration/replacement costs at the sole discretion of Parsons.

2.4 Parsons' Warranties

Parsons warrants that the HI PMVI test equipment (including any necessary repaired and/or replacement materials or equipment in connection with the Services) delivered shall: conform to Specifications, descriptions, and other conditions of this Agreement; be free from liens and encumbrances with good title conveyed upon payment of the purchase price; and be fit and safe for their intended purpose.

2.5 Warranty Limitations

Parsons warrants that the Services provided under this Agreement shall be provided in a commercially reasonable manner but shall include only the repair or replacement of Components of the HI PMVI test equipment in accordance with the Maintenance/Repair Services descriptions and limitations contained herein, accomplished (at Parsons' sole discretion) by dispatch of Components to the HI PMVI station for installation by Customer and/or Parsons.

2.6 Repair or Replacement

Repair or replacement of a faulty Component that restores HI PMVI test equipment to operating conditions shall

constitute fulfillment of all warranty obligations under this Agreement. Any modifications to an HI PMVI test equipment, any authorized upgrades not installed by user in a timely manner, any OS updates installed without permission or direction, or use of HI PMVI test equipment for anything other than the HI PMVI program shall void all warranty obligations.

2.7 Operating Warranty

Parsons does not warrant uninterrupted or error-free operation of the Network and/or the HI PMVI test equipment or of any other Product or Services hereunder or that Parsons will correct all defects.

ARTICLE 3 PRICES, PAYMENT, FEES, PRICE ADJUSTMENTS, TAXES

3.1 Purchase Price

Each HI PMVI station joining the program will receive one full inspection equipment package no cost. Customer may purchase additional HI PMVI Test equipment components and procure the Maintenance/Repair Services from Parsons in accordance with the pricing details set out Appendix A, B, and C in accordance with the terms of this Agreement.

3.2 Terms of Payment for Equipment

For additional HI PMVI units, payment in full is due upon submission of the Station Enrollment Kits forms. Parsons accepts payment prior to the delivery of the equipment.

3.3 Transaction Fee

The fee for each inspection transaction will be determined by contract and the DOT Administration and Enforcement fee specified by DOT (unless otherwise directed by DOT) which is mandatory and subject to any annual adjustments as approved by DOT.

3.4 Payment of the Transaction Fee

Parsons will send each Customer a monthly invoice that will include tests conducted in the previous month, fees and adjustments, and any annual equipment maintenance fees. The Customer shall remit payment within eight (8) days from the date of the invoice.

For government (Federal, State, Local) entities that are prohibited from ACH transactions, Parsons will accept an annual purchase order in which to bill against each month. This arrangement must be in place prior to delivery of HI PMVI test equipment.

All monthly transaction fees must be paid for each inspection conducted by Customer for the duration of the Program (unless mutually agreed by the Parties). All invoices must be paid for by Customer during any Lockout or suspension.

3.5 Payment for Replacement Components and services not covered by Maintenance/Repair Services

Parsons will invoice for any HI PMVI test equipment component that has been damaged through the fault of Customer (and is outside of the Maintenance/Repair Services described in this Agreement).

3.6 Lockout/ Suspension of Access and Collection

In the event of late or non-payment of an Invoice, the Customer is in non-compliance with the terms of this Agreement and the DOT agrees to Lockout or suspend the Station, Customer shall not retain or defer payment of Invoice amounts or late charges due to Parsons on account of any dispute, counterclaim, or set off which it may allege against Parsons hereunder. Parsons may elect to bring action for the collection of any unpaid Invoice in any court having competent jurisdiction. Customer shall pay all of Parsons' collection costs, including attorneys' fees and related costs, in the event the dispute is lost by Customer. In the event of a dispute concerning an Invoice, Customer shall notify Parsons in

writing at the address listed above or via email at HawaiiPMVI@parsons.com. If Customer does not give Parsons written notice of a dispute immediately upon receipt of the Invoice, such Invoice shall be deemed undisputed and binding on Customer. Customer shall be responsible for paying any undisputed Invoice amounts by the required payment due date.

If Customer purchases a HI PMVI Test Equipment Kit or Apple iPad® Tablet Only Option, Parsons shall invoice the Customer each year for the applicable Maintenance Equipment Fee (contained in Appendix A). Failure to pay Maintenance Equipment Fee shall result in a Lockout of that unit from conducting official inspections.

3.7 Faulty Payment Fees

Customer agrees that there will be a fee for each instance of any transaction fee, equipment component, or maintenance charge being dishonored due to insufficient funds or otherwise. Failure to pay any outstanding invoice (plus the faulty payment fee and any applicable taxes) or any outstanding charges is non-compliant with this Agreement and the Station will be locked out from participating in the HI PMVI program. If the station is locked out, Parsons may collect a reconnection fee. Parsons reserves the right to change faulty payment fees from time to time during the term of this Agreement.

ARTICLE 4 CUSTOMER ACKNOWLEDGMENT AND RESPONSIBILITIES

4.1 Limitations on Use

Customer agrees: to acquire an HI PMVI test equipment only for its own use in the PMVI program, and not for remarketing or leasing; Customer is responsible for ensuring that all HI PMVI test equipment that is acquired and/or purchased is used only in accordance with the terms and conditions of this Agreement; to allow Parsons (including its agents, representatives, suppliers, and subcontractors) to store Customer contact information, such as names, phone numbers, payment information, and e-mail addresses and to use such information solely as it relates to this Agreement or for purposes of the HI PMVI program for the duration of Customers' participation in the HI PMVI program: the HI PMVI test equipment acquired or purchased hereunder shall be used exclusively for HI PMVI program related business and for approved functions associated with the HI PMVI program; such HI PMVI test equipment shall not be used for any other commercial, personal, family, or household purposes; and the HI PMVI Test equipment is a CLOSED SYSTEM designed to perform ONLY HI PMVI program functions and is not useful for any other non-HI PMVI program purposes.

Customer agrees that it is responsible for all HI PMVI Test Equipment and/or Network access and security controls and tools (such as passwords), and that such controls and tools shall not be shared and shall be kept secure. Customer's HI PMVI test equipment transactions that are erroneous, fraudulent, and/or unauthorized are the sole responsibility of Customer and Customer shall promptly pay all fees as set forth herein.

4.2 Software Applications

HI PMVI Test equipment, Software Applications, and related items are provided for use with the HI PMVI Test Equipment. The Software Applications are copyrighted and licensed, not sold (including but not limited to the customized software residing on the HI PMVI test equipment and the Network and applicable operating system), and other products as may be added over time, under the terms of the license agreement(s) provided with the HI PMVI test equipment. Customer hereby accepts the terms of the license for the Software Applications according to the specified license.

4.3 Unauthorized Use

Should any unauthorized person gain access to Customer's HI PMVI test equipment, Customer will notify the HI PMVI program call center immediately.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

5.1 Customer Representations and Warranties

Customer represents and warrants to Parsons that: Customer is a Person duly organized, validly existing, and in good standing under the laws of the jurisdiction of incorporation or formation, and has power and authority to conduct its

business as currently being conducted and as contemplated herein. Customer is in good standing with, and has all required approvals required by, the DOT to participate in the HI PMVI program. Customer has power and authority to make, deliver, and perform its obligations under this Agreement and has taken all necessary action to authorize the execution, delivery, and performance of this Agreement. No consent or authorization of, filing with or other act by or in respect of, any Governmental Authority or any other Person is or will be required in respect of Customer in connection with the execution, delivery, performance, validity, or enforceability of this Agreement, other than those received to date. This Agreement has been duly executed and delivered on behalf of Customer. This Agreement constitutes the legal, valid, and binding obligations of Customer enforceable against Customer in accordance with its terms.

ARTICLE 6 INTELLECTUAL PROPERTY

6.1 Parsons' Intellectual Property

Customer acknowledges and agrees that Parsons is the sole owner or licensee of the rights to the Intellectual Property relating to the HI PMVI test equipment. All materials, inventions, know-how, trademarks, information, data, writings, and other property in any form whatsoever, which is provided to Customer by or on behalf of Parsons, or which is used by Customer with respect to the HI PMVI test equipment, and any and all improvements thereto, shall remain the property of Parsons (the "Parsons Property"). Parsons hereby grants to Customer a non-exclusive license during the Term of this Agreement to use any Parsons Property supplied to it solely to the extent necessary to enable Customer to use the HI PMVI test equipment. Customer shall not acquire any other right, title, or interest in or to the Parsons Property.

6.2 Patents and Copyrights

For purposes of this Section, the term "HI PMVI test equipment" includes software application and related items provided by Parsons. If a third party claims that an HI PMVI test equipment infringes that party's patent or copyright, Parsons, and/or its Equipment Supplier, may at its/their discretion defend Customer against that claim at its expense and pay all costs, damages, and attorney's fees that a court finally awards, provided that Customer: immediately notifies Parsons in writing of the claim (no later than five [5] Business Days after Customer's receipt or knowledge of the claim); allows Parsons, and/or its component supplier(s), to control the defense and any related settlement negotiations; and fully and promptly cooperates with Parsons, and/or its component supplier(s), in the defense or settlement of the claim.

If such a claim is made or appears likely to be made, Customer agrees to immediately notify Parsons and permit Parsons, and/or its component supplier(s), to enable Customer to continue to use the HI PMVI test equipment, or to modify the HI PMVI test equipment, or replace it with one that is functionally equivalent. If it is determined that none of these alternatives is reasonably available, Customer agrees to return the HI PMVI test equipment to Parsons (or its designee(s)) at Parsons' request. This is Parsons', and/or its component supplier(s), entire obligation to Customer regarding any claim of infringement.

6.3 Limited Right to Use

Nothing set forth in this Agreement shall be construed to grant to Customer any title, right, or interest in or to any Intellectual Property owned, licensed, or controlled by Parsons.

ARTICLE 7 INDEMNIFICATION AND LIMITATION OF LIABILITY

7.1 Indemnification of Parsons

Customer hereby agrees to indemnify and save harmless Parsons and its officers, directors, employees, and agents from and against any claim, demand, damage, loss, expense (including all costs incurred as a result of), or cause of action of any nature resulting from or relating to: the operation of the HI PMVI station or the existence of any dangerous condition at the HI PMVI station; any breach or non-performance by Customer or its officers, directors, employees, and agents of any provision of this Agreement; any damage to property, real or personal, owned by Parsons or others, including any member of the public, caused by or resulting from Customer's performance or non-performance under this Agreement or Customer's operation of the HI PMVI station; and any personal or bodily injury to, or death of, any

person, including any member of the public, caused by or resulting from Customer's performance or non-performance under this Agreement or Customer's operation of the HI PMVI station.

7.2 Limitation of Liability

The liability of Parsons in respect of any claim (including without limitation claims based on breach of warranty, breach of contract, negligence, or strict liability in tort under any provision of this Agreement or otherwise) for loss, damage, or expense of any nature and howsoever arising, shall in no circumstances exceed a total aggregate sum equal to the amount of fees paid hereunder by Customer to Parsons for the 12 months prior to the date of the claim. In no event shall Parsons have any liability for any indirect, incidental, or consequential damages or loss (including without limitation loss of profits, loss of use, loss of goodwill, economic, or special damages).

ARTICLE 8 CONFIDENTIAL INFORMATION

8.1 Non-Use and Non-Disclosure

Customer shall maintain in strict confidence, and shall not disclose to any third party, all Confidential Information observed by or disclosed to it by or on behalf of Parsons pursuant to this Agreement.

ARTICLE 9 TERM AND TERMINATION

9.1 Term of Agreement

Unless terminated pursuant to this Article or the mutual written agreement of the Parties, the Agreement shall commence on the Effective Date and shall terminate concurrent with the end of the contract between the State and Parsons. If the contract is extended, this Agreement shall be automatically renewed on the same terms or on such other terms as are permitted by the DOT for the same period of time as the DOT Agreement is renewed (the "Term").

9.2 Termination

The Agreement may be terminated: immediately by Parsons at any time in the event Customer or Customer's staff repeatedly threaten or are otherwise abusive to Parsons employees, subcontractors, or other representatives. For the purpose of this Agreement, "repeatedly" shall mean three (3) occurrences in any 12-month period; immediately by Parsons, by notice given in writing to Customer of such termination upon the violation by Customer of any material provision(s) of the Agreement; by Parsons, by notice given in writing to Customer of such termination upon the expiration of a thirty (30) day cure period following Parsons providing written notice to Customer of violation by Customer of any provision(s) of this Agreement not set out in Section 11.2 (b); and immediately without notice or other act: upon the attempted assignment of this Agreement by Customer without the prior written consent of Parsons; upon the termination of the DOT Agreement; in the event that either Party: (A) becomes insolvent, or institutes or has instituted against it a petition for bankruptcy or is adjudicated bankrupt; (B) executes a bill of sale, deed of trust, or a general assignment for the benefit of creditors; (C) is dissolved or transfers a substantial portion of its assets to a third party; or (D) a receiver is appointed for the benefit of its creditors, or a receiver is appointed on account of insolvency; or in the event Customer ceases to be an approved operator of a HI PMVI station.

9.3 Change of Address/Customer Changes

Customer shall notify Parsons immediately in writing of any address change or departure from Customer address stated in this Agreement. This includes any changes to any information provided by Customer (including without limitation telephone or fax numbers, email address, Site Contact name(s), billing address, etc.). Only Customer or an authorized representative of Customer can make changes to Customer's account information. Customer accounts are not transferable. Any attempt to transfer Customer account without advance written consent of the Parsons shall, at the sole option of the Parsons, terminate this Agreement.

ARTICLE 10 DISPUTE RESOLUTION

10.1 Dispute Resolution

The Parties agree to make a good faith effort to mutually resolve any dispute as quickly as practicable. If the Parties are unable to resolve the dispute within 10 Business Days, the Parties' representatives shall submit the dispute to one of their senior-level executives (including from Customer, the owner of the HI PMVI station, and from Parsons, the Hawaii Program Manager), for review and simultaneously notify the other Party in writing thereof. A meeting shall be held within 10 Business Days after such notice of submission attended by such senior-level executives of the Parties to attempt in good faith to negotiate a resolution of the dispute. If, within 10 Business Days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, either Party may request the dispute be settled by arbitration.

10.2 Arbitration

In the event the Parties are unable to resolve any dispute as contemplated by this Article 10, or thirty (30) days has elapsed since the date of the initial request for such negotiations, then said dispute will be referred to binding arbitration in accordance with the rules of the applicable Arbitration statute as it may be amended or replaced by successor legislation. The place of arbitration shall be Honolulu, HI or other location mutually agreed upon between the Parties. The Parties, before entering into arbitration, will jointly select a single arbitrator; should they be unable to agree on the choice of arbitrator within 10 Business Days, then the appointment of a person who is neutral to the Parties in controversy will be made pursuant to the applicable Arbitration statute. The arbitrator will not be a director, officer, or employee of either of the Parties of this Agreement. Such arbitrator will have legal training and expertise in the field of the dispute. The fact that arbitration is or may be allowed will not impair the exercise of any termination rights under this Agreement. The arbitrator shall decide the allocation of arbitral costs.

ARTICLE 11 MISCELLANEOUS

11.1 Publicity

Customer shall not publicize or use any name, trademarks, or logos of Parsons, nor identify Parsons as a supplier without Parsons' prior written consent in each instance. This restriction shall not, however, apply to the extent that any such disclosures are required by applicable Laws.

11.2 Governing Law and Venue

- (a) The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Hawaii and the federal laws of United States of America applicable therein without regard to the principles of conflicts of law.
- (b) All actions and proceedings under this Agreement shall be brought exclusively in the courts of the State of Hawaii with a Honolulu, Hawaii venue. The Parties hereby waive (i) any objection which it may have at any time to the venue of the proceedings in any such court, (ii) any claim that such proceedings have been brought in an inconvenient forum and (iii) the right to object, with respect to such proceedings, that such court does not have any jurisdiction over such Party.

11.3 Relationship of the Parties

The relationship hereby established between Customer and Parsons is solely that of independent contractors. This Agreement is not intended to create, and shall not be construed as creating, between Parsons and Customer, the relationship of principal and agent, joint ventures, co-partners, or any other such relationship, the existence of which is expressly denied. No employee or agent engaged by Customer shall be, or shall be deemed to be, an employee or agent of Parsons and shall not be entitled to any benefits that Parsons provides to its own employees.

11.4 Assignment; Binding Effect

Customer shall not assign any of its rights or delegate or subcontract any of its duties and obligations under this Agreement without the prior written consent of Parsons, which may be withheld at its discretion. This Agreement shall apply to, inure to the benefit of, and be binding upon the Parties hereto and their respective successors and permitted

assigns. The Parties agree that this Agreement is not intended by any Party to give any benefits, rights, privileges, actions, or remedies to any person or entity, partnership, firm, or corporation as a third-party beneficiary or otherwise under any theory of law.

11.5 Force Majeure

Parsons shall not be liable for any failure to perform or any delays in performance, and shall be deemed not to be in breach or default of its obligations set forth in this Agreement, if, to the extent and for so long as, such failure or delay is due to any causes that are beyond its reasonable control, including without limitation such causes as intervening act of God or public enemy, war, terrorism, blockade, civil commotion, fire, flood, tidal wave, earthquake, hurricane, epidemic, quarantine restriction, a stop-work order or injunction issued by a court or public authority having jurisdiction, governmental embargo, cable cuts; acts of the local telephone exchange company or any Internet Service Provider; courier deliveries or acts of any other third-party not under Parsons' reasonable control all or any of which delays the performance of any obligation created by this Agreement ("Force Majeure Event").

11.6 Severability

If and solely to the extent that any court holds any provision of this Agreement to be unenforceable in a final non-appealable order, such unenforceable provision shall be stricken, and the remainder of this Agreement shall not be affected. The Parties shall in good faith attempt to replace any unenforceable provision of this Agreement with a provision that is enforceable and that comes as close as possible to expressing the intent of the original provision.

11.7 Non-Waiver; Remedies

A waiver by any Party of any term or condition of this Agreement in any instance shall not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies specified in this Agreement shall be cumulative and in addition to any other remedies provided at law or in equity.

11.8 Entire Agreement; Amendments

This Agreement, together with any attachments and amendments, constitutes the entire agreement of the Parties with respect to its subject matter and merges and supersedes all prior discussions and writings with respect thereto. No modification or alteration of this Agreement or any Attachments hereto shall be binding upon the Parties unless contained in a writing and signed by a duly authorized agent for each respective Party and specifically referring hereto or thereto. However, Parsons may amend this Agreement at any time after with the consent of the DOT. Customer will be advised 30 days in advance of any change to the terms and conditions of this Agreement.

APPENDIX A: EQUIPMENT PRICING/MAINTENANCE FEES

Each station joining the HI PMVI program will be given an initial equipment kit:

- Apple iPad® or equivalent with Parsons’ Hawaii PMVI software applications;
- Thermal printer or equivalent;
- iPad protection case;
- Wireless router;
- Miscellaneous cables for iPad® Tablet, thermal printer, and wireless router.

This initial equipment kit is at no charge to the station and is for the sole purpose of participating in the HI PMVI program.

Additional equipment is available to the stations for the purchase price, plus applicable taxes, as follows:

| Component | Purchase Price |
|---|----------------|
| Full equipment kit (as described above) | \$1,675 |
| Apple iPad or equivalent with Parsons Hawaii PMVI software applications, and protective cover | \$880 |
| Thermal printer | \$699 |

Note: In order to purchase an additional iPad, the station must be operating the full initial equipment kit. There is a limit of 4 iPads to each thermal printer/router set up.

Maintenance fees will be charged for additional equipment purchased. Maintenance fees begin one year after purchase of the additional component.

| Component | Annual Maintenance Fee |
|--|------------------------|
| Full equipment kit (as described above) | \$352 |
| Individual Apple iPad or equivalent with Parsons Hawaii PMVI software applications, and protective cover | \$172 |
| Individual thermal printer | \$136 |

APPENDIX B: ADDITIONAL FEES

In the event Parsons provides Customer with HI PMVI Test Equipment Restoration services outside the scope of the maintenance warranty, or damages, loses, misuses, or declares stolen Parsons-provided consumables, the Customer will incur the following fees, not including applicable taxes.

Note: All equipment with damage outside of the covered maintenance provisions must be replaced at full cost to the station as defined in Appendix A.

The following fees apply:

| Activity | Fee |
|---|--|
| Replacement of damaged, lost, misused, or stolen ribbon | \$20 per ribbon replacement |
| Replacement of damaged, lost, misused, or stolen decal | \$1.00 per decal replacement |
| Thermal printer cleaning | \$250 per occurrence |
| Labor charges outside the scope of covered maintenance | \$140/hour (rounded to nearest ½ hour) |

In the event Customer fails to pay undisputed charges appearing on the monthly invoice, or any other program-related charge, the following faulty payment fees apply:

| Faulty Payment Activity Fee | Fee per occurrence |
|-----------------------------|--------------------|
| Insufficient funds | \$25 |
| Late payment | \$25 |
| Program Lock out fee | \$25 |
| Program Reconnection fee | \$75 |

APPENDIX C: AGREEMENT SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first written above. The parties acknowledge and agree that this Agreement will be signed electronically, and that said electronic signature will be equally binding and have the same effect as if the Agreement had been signed by hand.

| SECTION ONE: Station Information | |
|--|--|
| Inspection Station Code: K-195 | Legal Name: Department of water |
| SECTION TWO: Signature and Terms and Conditions Agreement | |
| By executing this form, the Customer hereby authorizes Parsons to invoice for all Fees described in the Hawaii PMVI Station Agreement for the Hawaii Periodic Motor Vehicle Inspection Program for the duration of the Customer's participation in the Hawaii Periodic Motor Vehicle Inspection Program. Fees will be due eight (8) days from the invoice date every month. I confirm that I have the authority to legally bind the Station to the terms and conditions of this Agreement. | |
| Name: Julie Simonton, Chair, Board of Water | Date: |
| **PLEASE UPDATE YOUR NAME IF THE NAME SHOWN ABOVE IS NOT CORRECT. | |

FOR PARSONS:

Electronic Signature - Parsons:
June 29, 2024

By:



Name: Bonnie McPherson, Vice President, Parsons

FOR CUSTOMER:

Electronic Signature - Customer:

- By clicking on this box, I confirm that I have the authority to bind Customer.
- By clicking on this box, I confirm that I have read the Station Agreement, understand and accept its terms and conditions, and that I am signing the Agreement on behalf of Customer.

SUBMIT

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

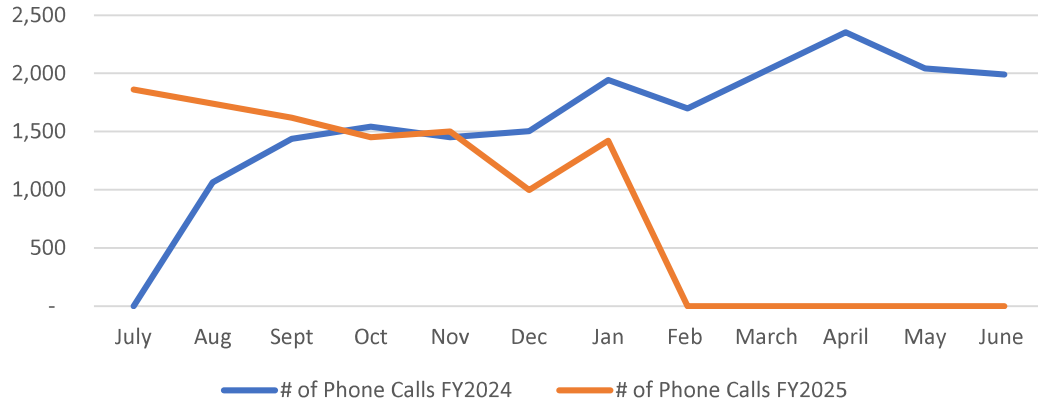
STAFF

REPORTS

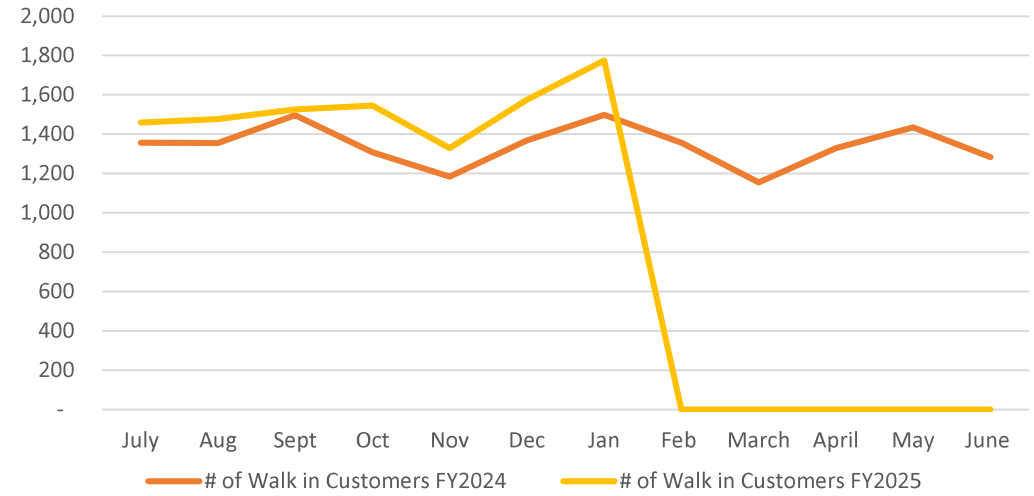


FISCAL DIVISION DASHBOARD

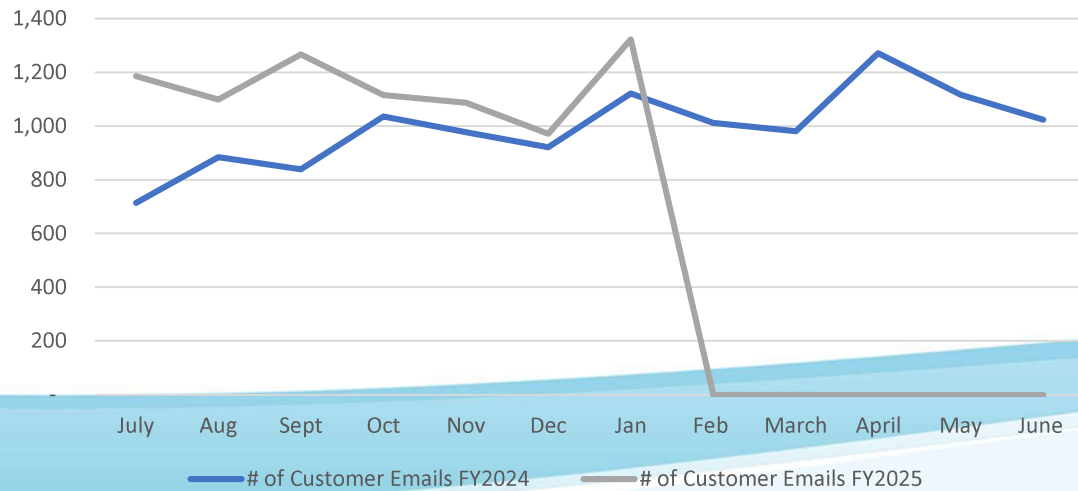
of Customer Service Calls



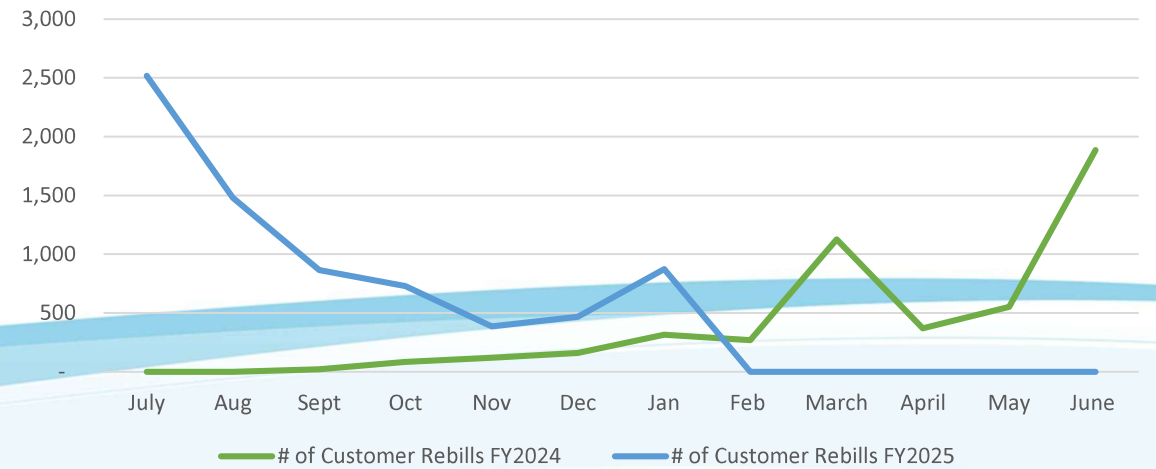
of Walk in Customers



of Customer Emails and Correspondence

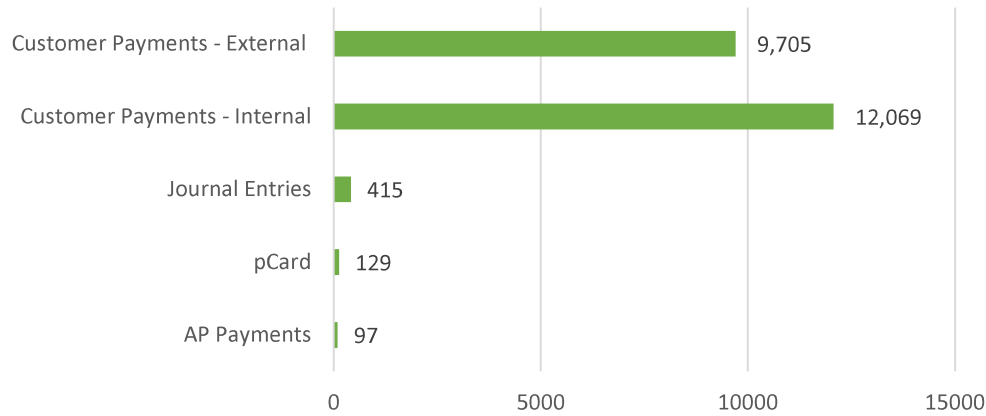


of Customer Rebills



FISCAL DIVISION DASHBOARD

Accounting Highlights

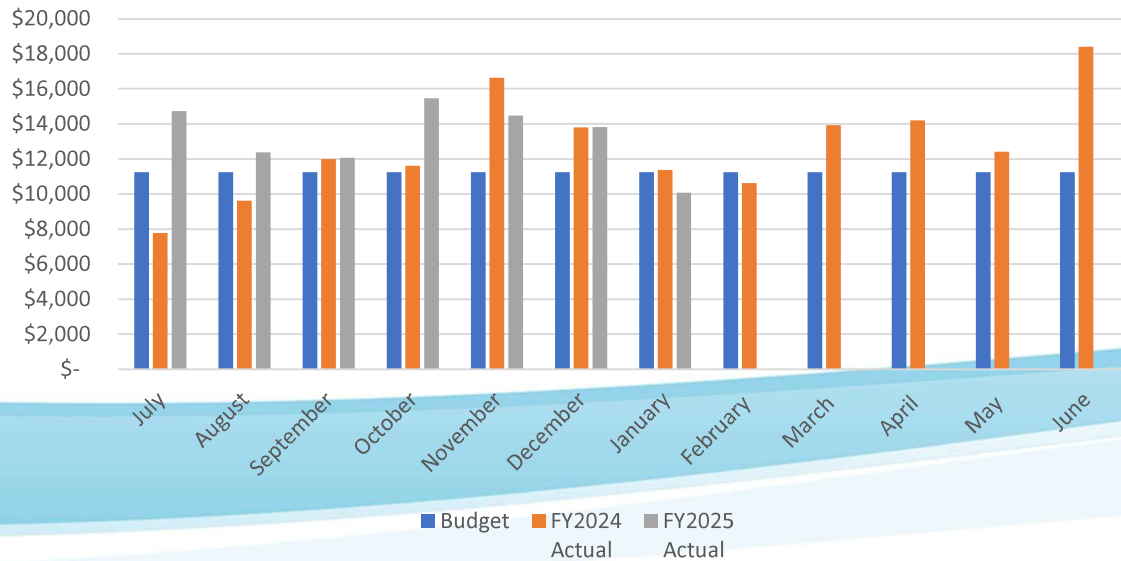


Transponder Replacement Highlights:

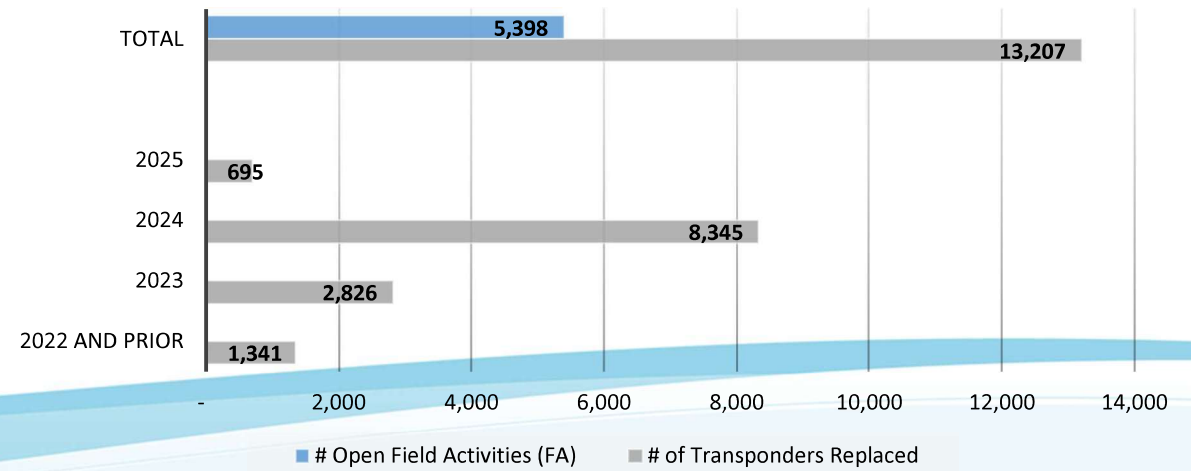
- 695 Transponders Replaced in January 2025.
- 57% Replaced to date.
- 24% Failed; awaiting replacement.
- 19% Active; expected to fail soon.

Monthly Transactional Volume processed and reconciled by the Accounting Team.

Overtime



Transponder Replacement Progress (Calendar Year)



Department Of Water Budget Report for January 2025

| | January 2025 | | | Fiscal Year 2025 | | | |
|--|--------------------------|------------------------|------------------------|---------------------------|-------------------------|-------------------------|---------------|
| | Budget | Actual | Variance | Year to Date Budget | Year to Date Actual | Variance | Variance % |
| Operating Revenue | \$ 2,765,742.00 | \$ 2,652,020.16 | \$ (113,721.84) | \$ 19,360,194.00 | \$ 25,065,719.98 | \$ 5,705,525.98 | 29.5% |
| Expenses | | | | | | | |
| Labor * | \$ 1,166,793.00 | \$ 1,159,737.03 | \$ 7,055.97 | \$ 8,167,551.00 | \$ 8,118,159.20 | \$ 49,391.80 | 0.6% |
| Services | 1,341,633.30 | 906,348.69 | 435,284.61 | 9,391,433.10 | 3,492,845.74 | 5,898,587.36 | 62.8% |
| Utilities & Materials | 952,621.84 | 522,451.72 | 430,170.12 | 6,668,352.86 | 5,477,054.08 | 1,191,298.78 | 17.9% |
| Total Operating Expenses | \$ 3,461,048.14 | \$ 2,588,537.44 | \$ 872,510.70 | \$ 24,227,336.96 | \$ 17,088,059.02 | \$ 7,139,277.94 | 29.5% |
| Debt Service Principal & Interest | 1,239,635.00 | 549,923.15 | 689,711.85 | 6,827,990.00 | 6,145,423.43 | 682,566.57 | 10.0% |
| Operating and Debt Expenses | \$ 4,700,683.14 | \$ 3,138,460.59 | \$ 1,562,222.55 | \$ 31,055,326.96 | \$ 23,233,482.45 | \$ 7,821,844.51 | 25.2% |
| Net Income (Loss) | \$ (1,934,941.14) | \$ (486,440.43) | \$ 1,448,500.71 | \$ (11,695,132.96) | \$ 1,832,237.53 | \$ 13,527,370.49 | 115.7% |

* Current month's labor is estimated

Capital Projects and Purchases**

| | Fiscal Year Budget | January FYD 2025 Actual | Remaining Budget |
|---|-------------------------|-------------------------|-------------------------|
| Water Utility Funded Projects | | | |
| IT-Expansion Capital Purchases-- | 968,434.45 | 34,868.73 | 933,565.72 |
| Eng 11-04 LO-10 Lawai 6n8inch Main Replacement | 200,000.00 | 107,287.16 | 92,712.84 |
| Eng-69%R-11-07 HE-03 Hanapepe & Koloa Well MCC | 571,650.00 | 2,895.00 | 568,755.00 |
| Eng-ALLR-23-07 Rehabilitate Puupilo Steel Tank | 169,783.00 | 6,111.00 | 163,672.00 |
| Eng-Job 18-3 -Kuhio Hwy Hardy-Oxford 16IN Main | 2,808,941.82 | 9,574.49 | 2,799,367.33 |
| Eng-56%R-Job 23-03 Kuhio Hwy Papaloa to Waikaea | 318,284.46 | 93,453.70 | 224,830.76 |
| 23-02 WK-34, Kuamoo Rd 8" Main Replace (6,500') | 13,085.45 | 28,008.00 | (14,922.55) |
| Cns-44%R-09-01 Yamada Tank Clearwell, Conn Pipe | 2,777,114.24 | (62,105.46) | 2,839,219.70 |
| Ops-R&R-Upgrade and Replace SCADA RTU and PLC | 261,281.91 | 77,994.60 | 183,287.31 |
| Ops-RandR Capital Purchases | 2,193,999.05 | 24,121.98 | 2,169,877.07 |
| Ops-Expansion Capital Purchases | 631,573.69 | 42,686.19 | 588,887.50 |
| Projects with budget but no activity | 11,676,322.56 | | 11,676,322.56 |
| | \$ 22,941,081.18 | \$ 364,895.39 | \$ 22,576,185.79 |

FRC Funded Projects

| | | | |
|---|------------------------|---------------------|------------------------|
| Eng-ALLE-12-02 WK-23 UH Expmntal Storage Tank | \$ 304,981.00 | \$ 89,231.00 | \$ 215,750.00 |
| Eng 04-08 WK-39 Drill Kapaa Homestead Well 4 | 2,521,934.49 | 1,050.00 | 2,520,884.49 |
| Projects with budget but no activity | 6,075,153.36 | | 6,075,153.36 |
| | \$ 6,165,434.36 | \$ 90,281.00 | \$ 6,075,153.36 |

Build America Bonds Funded Projects

| | | | |
|--------------------------------------|------------------------|-------------|------------------------|
| Projects with budget but no activity | 9,418,863.75 | | 9,418,863.75 |
| | \$ 9,418,863.75 | \$ - | \$ 9,418,863.75 |

State Allotment Funded Projects

| | | | |
|--|------------------------|-------------|------------------------|
| WK-08-Kapaa Homesteads 2-0.5MG Tanks | \$ 2,400,000.00 | | \$ 2,400,000.00 |
| WK-39, Kapaa Homesteads Well No. 4 Pump and Co | 2,400,000.00 | | 2,400,000.00 |
| PLH-27 Kūhiō Highway (Hardy-Oxford) 16' Main Rep | 2,500,000.00 | | 2,500,000.00 |
| | \$ 7,300,000.00 | \$ - | \$ 7,300,000.00 |

State Revolving Funded Projects

| | | | |
|---------------------------------------|-------------------------|------------------------|------------------------|
| WK-08, Kapaa Homesteads 2.0 5MG Tanks | \$ 5,200,000.00 | | \$ 5,200,000.00 |
| Yamada Tank Conn Pipe | 6,926,518.00 | 3,100,939.84 | 3,825,578.16 |
| | \$ 12,126,518.00 | \$ 3,100,939.84 | \$ 9,025,578.16 |

| | | | |
|-------------------------------|-------------------------|------------------------|-------------------------|
| Total Capital Projects | \$ 57,951,897.29 | \$ 3,556,116.23 | \$ 54,395,781.06 |
|-------------------------------|-------------------------|------------------------|-------------------------|

Selected Divisions

| | January 2025 | | | Fiscal Year 2025 | | | |
|-------------|------------------------|------------------------|----------------------|-------------------------|-------------------------|------------------------|--------------|
| | Budget | Actual | Variance | Year to Date Budget | Year to Date Actual | Variance | Variance % |
| Engineering | \$ 881,339.59 | \$ 521,845.14 | \$ 359,494.45 | \$ 6,169,377.13 | \$ 2,549,697.70 | \$ 3,619,679.43 | 58.7% |
| Fiscal | 245,832.78 | 212,300.67 | 33,532.11 | 1,720,829.46 | 1,526,704.51 | 194,124.95 | 11.3% |
| Operations | 1,561,895.28 | 1,091,301.06 | 470,594.22 | 10,933,266.96 | 9,584,750.14 | 1,348,516.82 | 12.3% |
| | \$ 2,689,067.65 | \$ 1,825,446.87 | \$ 863,620.78 | \$ 18,823,473.55 | \$ 13,661,152.35 | \$ 5,162,321.20 | 27.4% |

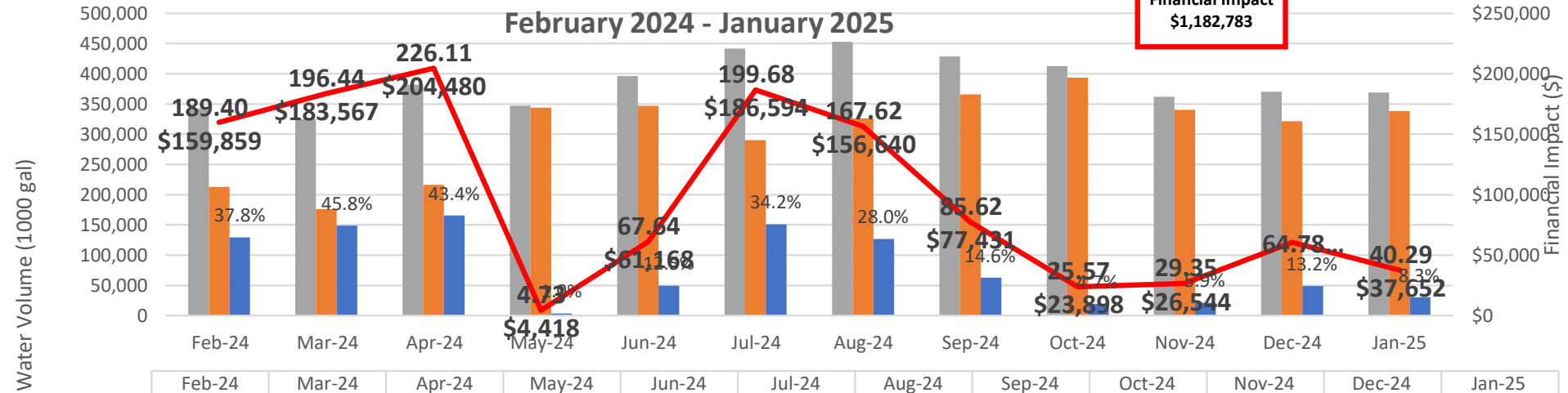


OPERATIONS DASHBOARD

Monthly Water Audit

February 2024 - January 2025

**Annual
Financial Impact
\$1,182,783**

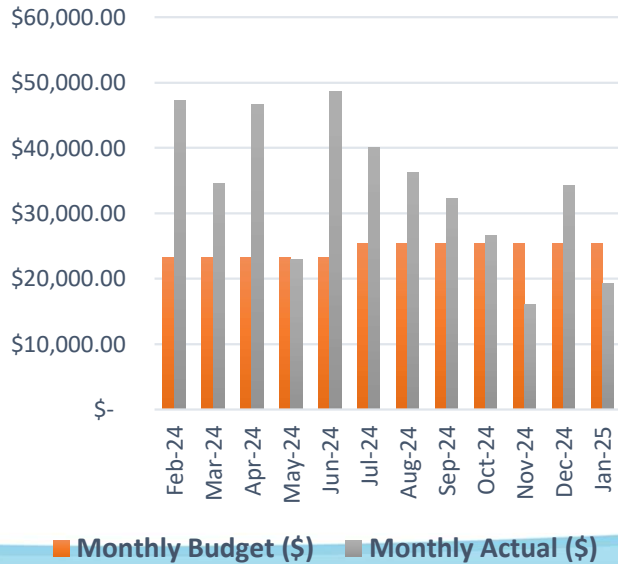


| | Feb-24 | Mar-24 | Apr-24 | May-24 | Jun-24 | Jul-24 | Aug-24 | Sep-24 | Oct-24 | Nov-24 | Dec-24 | Jan-25 |
|-----------------------|-----------|-----------|-----------|---------|----------|-----------|-----------|----------|----------|----------|----------|----------|
| Produced (Kgals) | 342,356 | 324,631 | 381,800 | 347,331 | 396,223 | 441,367 | 452,933 | 428,498 | 412,714 | 361,950 | 370,356 | 368,847 |
| Customer Read (Kgals) | 212,855 | 175,924 | 216,151 | 343,752 | 346,671 | 290,208 | 326,039 | 365,771 | 393,354 | 340,447 | 321,320 | 338,345 |
| Non-Rev Water (Kgals) | 129,501 | 148,707 | 165,649 | 3,579 | 49,552 | 151,159 | 126,894 | 62,727 | 19,360 | 21,503 | 49,036 | 30,502 |
| Financial Impact | \$159,859 | \$183,567 | \$204,480 | \$4,418 | \$61,168 | \$186,594 | \$156,640 | \$77,431 | \$23,898 | \$26,544 | \$60,531 | \$37,652 |

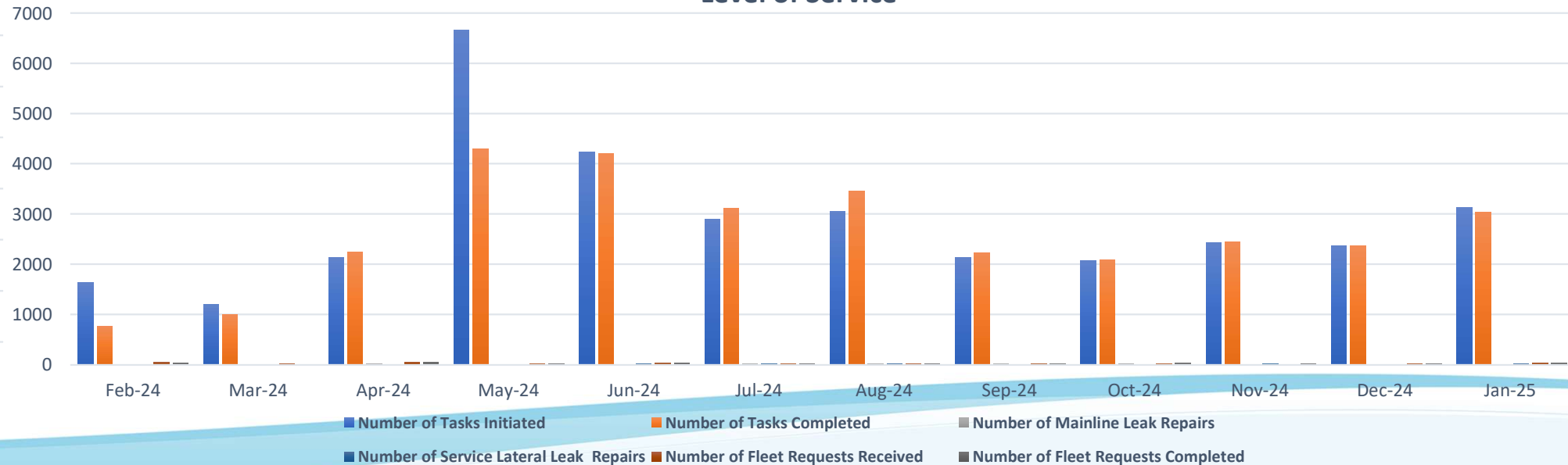
Ops Highlights:

1. Hired Maintenance Worker II.
2. Meter transponder changeout in progress in Lāwa'i and Hanamaulu.
3. Training conducted for Supervisor Reasonable Suspicion Training.

Overtime



Level of Service



OPERATIONS

| | Last Month | | Current Month | | Previous FY | | Current FY | |
|--------------------------------|-------------|-------------|---------------|-------------|--------------|--------------|--------------|--------------|
| | | | | | Year to Date | | Year to Date | |
| STAFFING | | | | | | | | |
| Budgeted Staff Vacancies | 47 | 12 | 47 | 12 | 50 | 7 | 47 | 12 |
| OVERTIME | | | | | | | | |
| Budget (\$) Actual (\$) | \$25,416.67 | \$34,218.70 | \$25,416.67 | \$19,357.07 | \$162,983.33 | \$214,322.43 | \$177,916.67 | \$204,813.96 |
| FLEET MANAGEMENT | | | | | | | | |
| # of Vehicles Active per day | 38 | | 42 | | 42 | | 41 | |
| # of Vehicles Active per month | 801 | | 882 | | 872 | | 859 | |
| METER PROGRAM | | | | | | | | |
| # of Existing Meters Replaced | 3 | | 1 | | 14 | | 247 | |
| # of Existing Meters Repaired | 587 | | 710 | | 1385 | | 3037 | |
| # of New Meters Installed | 27 | | 10 | | 44 | | 90 | |
| # of New Laterals Installed | 0 | | 0 | | 7 | | 2 | |

OPERATIONS



LEVEL OF SERVICE

| | Last | | Current | | Previous | | Current | |
|--|-------|-------|---------|-------|----------|--------|---------|--------|
| | Month | Month | Month | Month | FY YTD | FY YTD | FY YTD | FY YTD |
| # of Tasks Initiated | 2348 | | 3138 | | 3156 | | 18095 | |
| # of Tasks Completed | 2335 | | 3040 | | 2960 | | 18730 | |
| # of Mainline Leak Repairs | 9 | | 7 | | 79 | | 101 | |
| # of Service Lateral Leak Repairs | 13 | | 18 | | 94 | | 124 | |
| # of Calls for Service | 207 | | 211 | | 1410 | | 1494 | |
| # of Temporary Hydrant Meters Installed | 4 | | 2 | | 20 | | 17 | |
| # One Call Request Received Completed | 45 | 47 | 42 | 41 | 297 | 296 | 284 | 283 |
| # of Auto Shop Requests Received Completed | 24 | 18 | 41 | 33 | 209 | 201 | 167 | 163 |
| # of Hydrant Hits | 1 | | 1 | | 18 | | 9 | |

WATER AUDIT

| | Last | Current Month | Previous | Current |
|--|-------------|---------------|--------------|--------------|
| | Month | | FY YTD | FY YTD |
| Water Produced (Million Gallons) | 370.356 | 368.847 | 2745.310 | 2836.665 |
| Customer Meter Reading (Million Gallons) | 321.320 | 338.345 | 2114.933 | 2375.484 |
| Non-Revenue Water (Million Gallons) | 49.036 | 30.502 | 630.377 | 461.181 |
| Non-revenue % | 13% | 8% | 23% | 16% |
| Financial Impact | \$60,531.02 | \$37,652.28 | \$778,149.58 | \$569,291.05 |



ENGINEERING DASHBOARD

| | Last Month | | Current Month | | Previous FY Year to Date | | Current FY Year to Date | |
|----------------------------|------------|----------|---------------|----------|--------------------------|-----------|-------------------------|-----------|
| STAFFING | | | | | | | | |
| Budgeted Staff Vacancies | 25 | 4 | 25 | 4 | 23 | 5 | - | - |
| OVERTIME | | | | | | | | |
| Budget (\$) Actual (\$) | \$12,900 | \$21,600 | \$12,900 | \$18,400 | \$29,500 | \$102,800 | \$95,900 | \$138,500 |

- CIP Project Highlights:**
- Kūhiō Hwy (Hardy-Oxford) 18” Main Replacement
 - Working on construction ROEs
 - Bid opened 1/24/25, currently evaluating the bids
 - Weke, ‘Anae, Mahimahi and He‘e Roads 6” and 8” Main Replacement
 - Reviewing/responding to submittals
 - Hanapēpē Town Well MCC, Chlorination Facilities
 - Executed contract
 - Issued NTP for 3/3/25
 - Līhu‘e Administrative Building Fencing
 - Issuing NTP for 1/15/25
 - Project scheduled to start in March 2025
 - Līhu‘e Baseyard Electrical Relocation
 - Bid opened 2/7/25, currently evaluating the bids.
 - Kapaa Homesteads 325’ Tanks
 - Reviewing/responding to submittals

| | Last Month | | Current Month | |
|--|------------|-----|---------------|-----|
| PROJECT MANAGEMENT | | | | |
| DOW Projects In Design In Construction | 12 | 10 | 10 | 9 |
| Private Projects Design Approved In Construction | 1 | 165 | 11 | 167 |
| Private Projects Construction Completed | 3 | | 1 | |



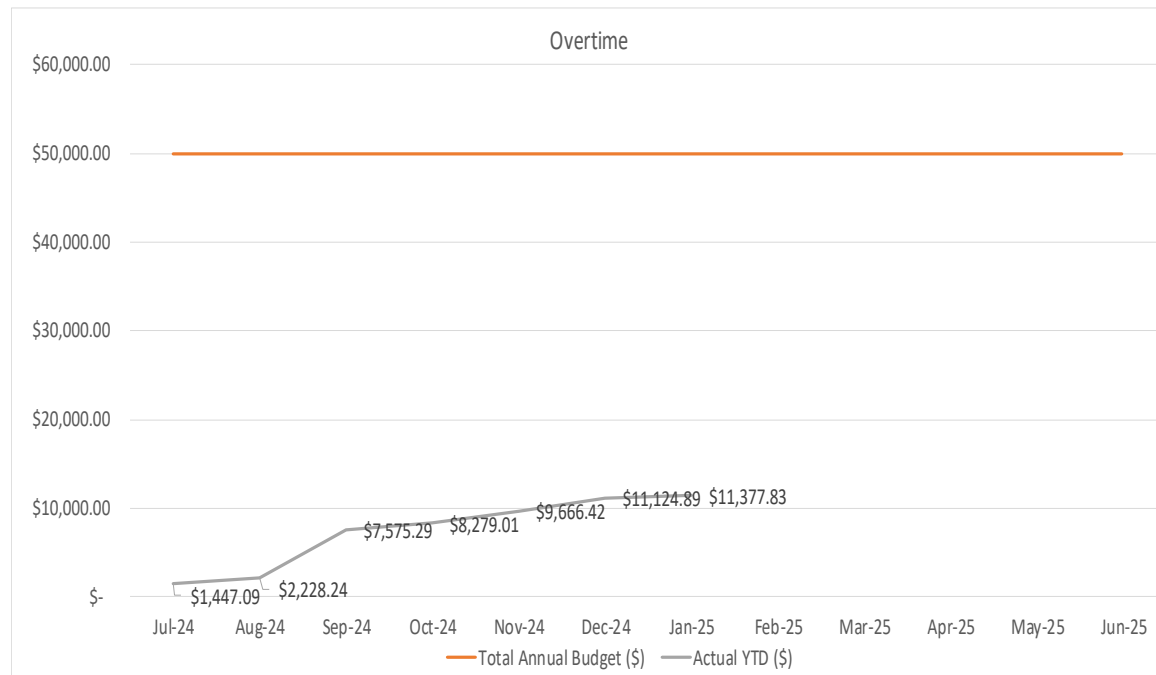
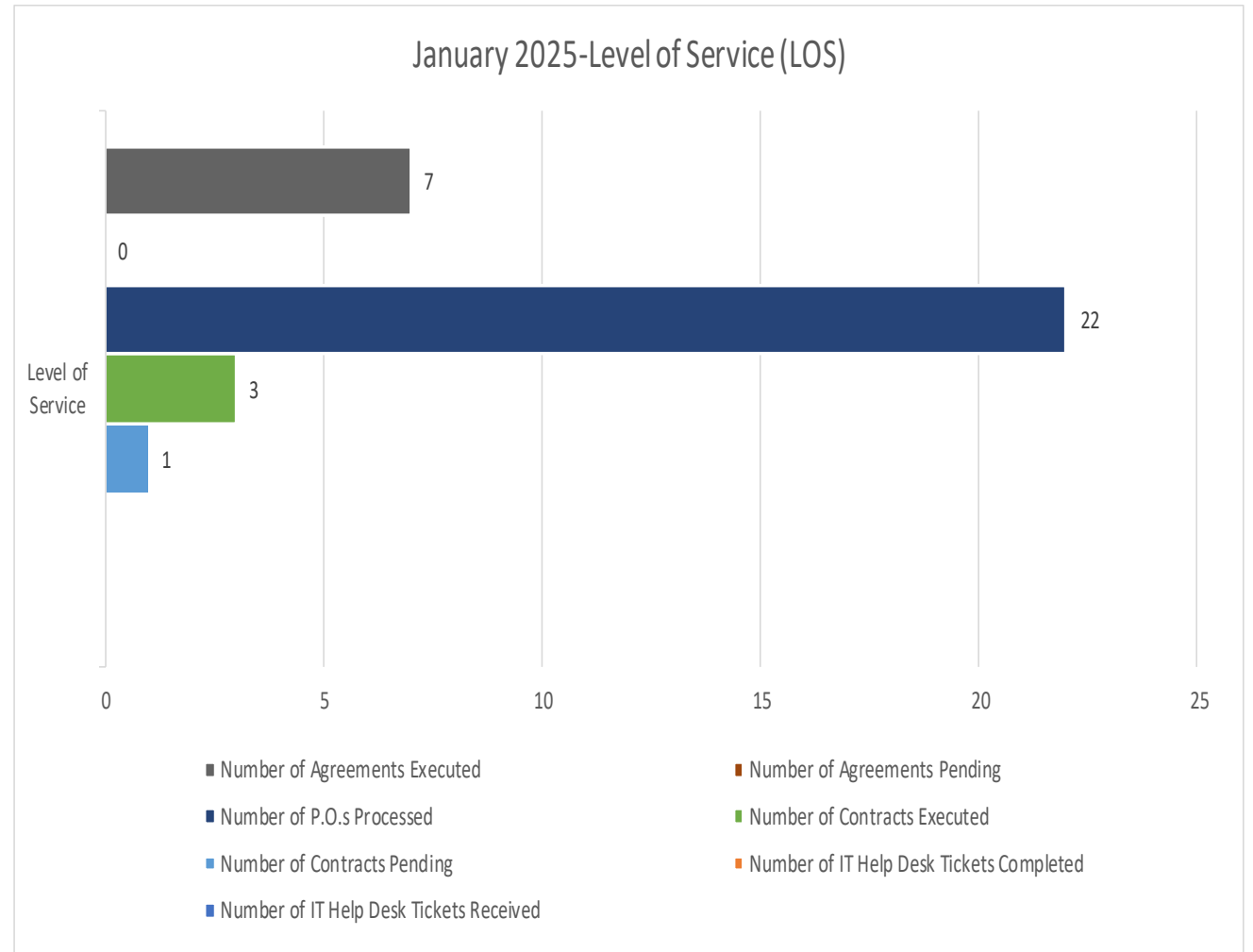
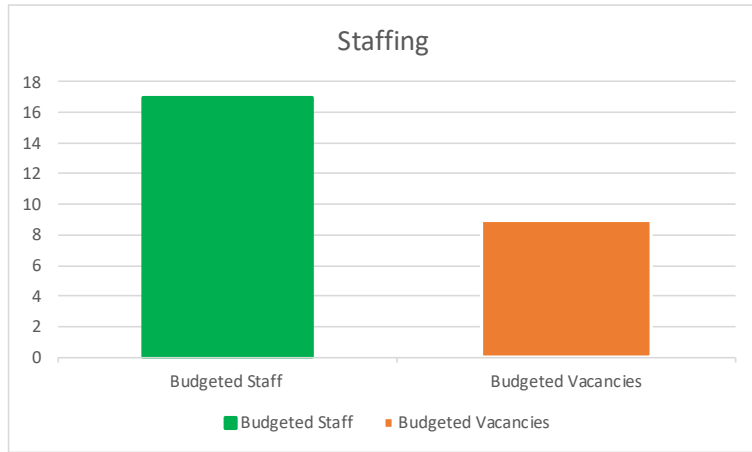
ENGINEERING DASHBOARD

| | Last Month | | Current Month | | Previous FY Year to Date | | Current FY Year to Date | |
|---|------------|-----|---------------|-----|--------------------------|-----|-------------------------|-----|
| WATER RESOURCES AND PLANNING | | | | | | | | |
| Number of Customer Requests Received Completed | | | | | | | | |
| Subdivision Applications, Zoning, Land Use and Variance Permits | 9 | 4 | 17 | 24 | 42 | 33 | 59 | 57 |
| ADU/ARU Clearance Applications | 3 | 3 | 14 | 10 | 17 | 17 | 31 | 27 |
| Building Permits | 86 | 115 | 185 | 130 | 852 | 841 | 1037 | 971 |
| Water Service Requests | 25 | 17 | 32 | 14 | 175 | 189 | 207 | 203 |
| Government Records Request | 4 | 4 | 4 | 3 | 22 | 17 | 26 | 20 |
| Backflow Inspection # of Devices Tested | 80 | | 107 | | 668 | | 775 | |

- DOW Project Highlights:**
- Kaua’i Water Use and Development Plan (KWUDP) Update
 - Plan was adopted with conditions
 - Water Systems Investment Plan (WSIP)
 - Evaluating CIP project list
 - Working on FRC update
 - As-Needed Grant Writing and Preparation Services
 - Applied for Drought Resiliency Grant with USBR for Hā’ena 0.2 MG Tank Construction 10/7/24
 - Applied for WaterSMART Grant for AMI Meters 11/13/24
 - AWIA RRA/ERP
 - Contracting



ADMINISTRATION DASHBOARD



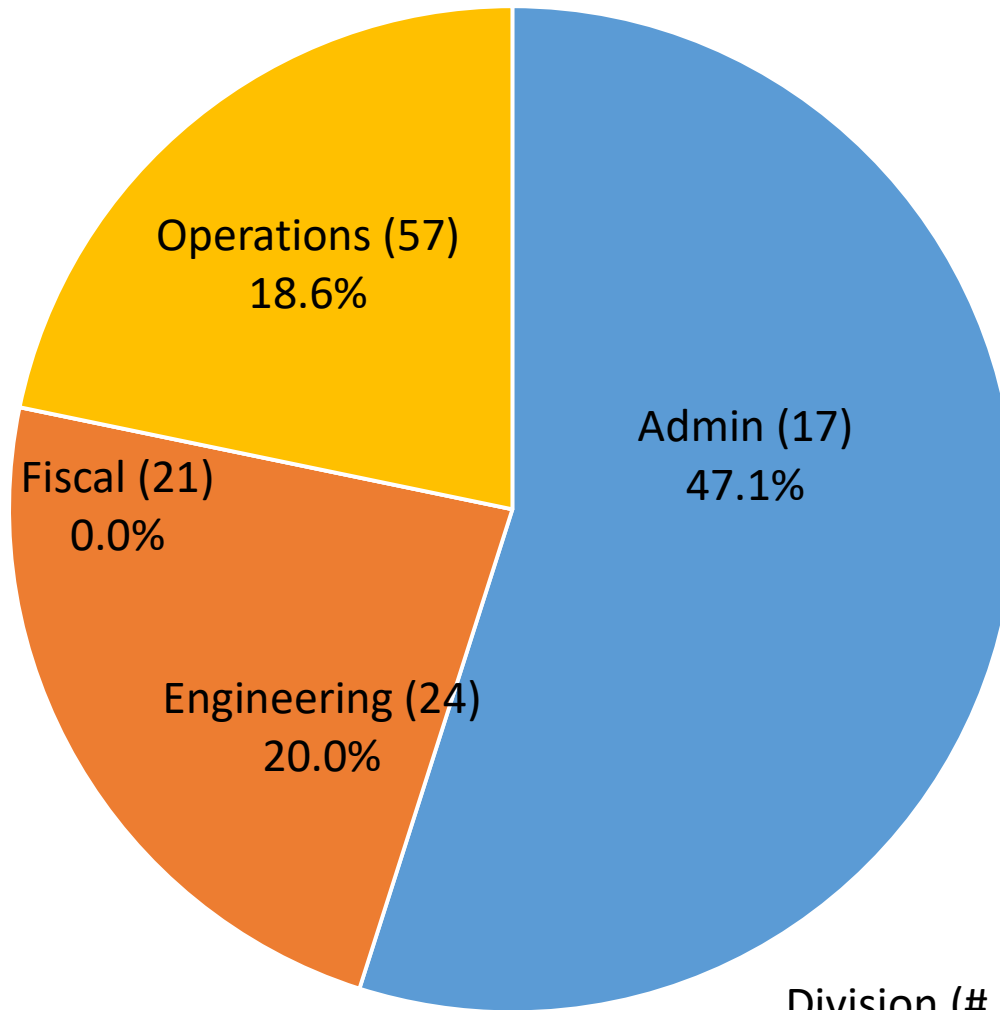
ADMINISTRATION

| | Dec-24 | | Jan-25 | | Previous FY YTD | | Current FY YTD | |
|--|-------------|-------------|-------------|-----------|-----------------|--------------|----------------|--------------|
| STAFFING | | | | | | | | |
| Budgeted Staff vs Vacancies (Admin-HR-IT-PR) | 17 | 9 | 17 | 9 | 17 | 8 | 17 | 9 |
| OVERTIME | | | | | | | | |
| Budget (\$) vs Actual (\$) | \$ 4,166.67 | \$ 1,458.47 | \$ 4,166.67 | \$ 252.94 | \$ 29,166.67 | \$ 60,317.39 | \$ 29,166.67 | \$ 11,377.83 |

| | Dec-24 | | Jan-25 | | Previous FY YTD | | Current FY YTD | |
|--|--------|----|--------|---|-----------------|-----|----------------|-----|
| LEVEL OF SERVICES | | | | | | | | |
| # of IT Help Desk Tickets Received Completed | 30 | 10 | 0 | 0 | 305 | 195 | 290 | 243 |
| # of Legal Claims Outstanding Resolved | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 |
| # of Contracts Pending Executed | 2 | 4 | 1 | 3 | 2 | 8 | 3 | 10 |
| # of Purchase Orders Processed | 19 | | 22 | | 171 | | 148 | |
| # of Agreements Pending Executed | 1 | 0 | 0 | 7 | 1 | 8 | 0 | 30 |
| # of MOU MOA Pending | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| # of MOU MOA Executed | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 1 |
| | | | | | | | | |
| | | | | | | | | |

Notes: DOW Dashboard data tracking started November 2022 & Legal claims are compiled quarterly as of March, June, September, & December

% Vacancy Within Each Division Level



Division (# Auth) - % Vacant

DEPARTMENT OF WATER

County of Kaua'i

“Water has no substitute – Conserve It!”

MANAGER’S UPDATE

February 20, 2025

Pursuant to Board Policy No. 3

**1. PROFESSIONAL SERVICES DOW-2025-PROF-1, CONTRACT AWARD TO BROWN AND CALDWELL
JOB NO. 25-02, AWIA RRA AND ERP UPDATE**

RECOMMENDATION:

It is recommended that the Manager approve a professional services contract award to Brown and Caldwell in the amount of \$302,565.00.

FUNDING:

| | | | |
|------------------|------------------------------------|--------------|----------------|
| Account No. | 10-20-10-540-010 | | |
| Acct Description | WU/Eng/Admin/Professional Services | | |
| Funds Available | <i>Verified by WWC</i> | | \$302,565.00 |
| Contract No. | 776 | | |
| Vendor | Brown and Caldwell | | |
| | Contract Amount | \$302,565.00 | |
| | 5% Contingency | N/A | |
| | Total Funds Certified | \$302,565.00 | <\$302,565.00> |
| | | | |

BACKGROUND:

The Department of Water (DOW) is requesting professional services to update the Board’s America’s Water Infrastructure Act (AWIA) Risk and Resiliency Assessment (RRA) and Emergency Response Plan (ERP) Update to comply with AWIA section 2013, which amended section 1433 of the Safe Drinking Water Act (SDWA) and requires community (drinking) water systems (CWSs) serving more than 3,300 people to develop or update their RRAs and ERPs every five (5) years.

**2. PROFESSIONAL SERVICES NO. DOW-2025-PROF-1, CONTRACT AWARD TO KMH LLP
FINANCIAL INFORMATION SYSTEM SUPPORT, AS-NEEDED CONSULTATION SERVICES**

RECOMMENDATION:

It is recommended that the Manager approve a contract award to KMH LLP for Financial Information System Support and As-Needed Consultation Services.

FUNDING:

| | | | |
|-------------|------------------|--|--|
| Account No. | 10-02-10-540-010 | | |
|-------------|------------------|--|--|

| | | | |
|------------------|-----------------------------------|--------------|----------------|
| Acct Description | WU/IT/Admin/Professional Services | | |
| Funds Available | <i>Verified by WWC</i> | | \$140,000.00 |
| Contract No. | 777 | | |
| Vendor | KMH LLP | | |
| | Contract Amount | \$140,000.00 | |
| | 5% Contingency | \$N/A | |
| | Total Funds Certified | \$140,000.00 | <\$140,000.00> |
| | | | |
| | | | |

BACKGROUND:

KMH LLP will provide assistance to the Department with technical support for the Department's financial reporting which includes management reporter, encumbrance reports, and year end closing. KMP LLP will also facilitate updates with the Department's accounting software as needed.

**3. CONTRACT AWARD TO ABR VENTURES LLC dba HONUA WATERWORKS
 GS-2025-04 HYDRANTS & APPURTENANCES AND VARIOUS DRINKING WATER
 PIPE REPAIR AND MAINTENANCE FITTINGS**

RECOMMENDATION:

It is recommended that the Manager approve a contract award to ABR Ventures LLC dba Honua Waterworks to furnish and deliver the subjects materials.

FUNDING:

| | | | |
|------------------|--|--------------|----------------|
| Account No. | 10-40-60-563-010 | | |
| Acct Description | WU/Ops/TandD/Operating Supplies/Invty. Stock | | |
| Funds Available | <i>Verified by WWC</i> | | \$624,891.89 |
| Contract No. | 778 | | |
| Vendor | ABR Ventures LLC dba Honua Waterworks | | |
| | Contract Amount | \$624,891.89 | |
| | 5% Contingency | \$N/A | |
| | Total Funds Certified | \$624,891.89 | <\$624,891.89> |
| | | | |
| | | | |

BACKGROUND:

The Board approved budget to purchase inventory items to replenish stock used. The inventory items consist of repair clamps, pipe of various materials, valves of various types, meter boxes and covers, fittings of various materials, and hydrants. The Board solicited this purchase through competitive sealed bidding and the award was given to Honua Waterworks whose pricing was deemed fair and reasonable.

**4. CONTRACT AWARD TO KAUAI MECHANICAL, INC.
 GS-2025-05, SERVICE AND MAINTENANCE OF DOW'S VARIOUS AIR
 CONDITIONING UNITS**

RECOMMENDATION:

It is recommended that the Manager approve a contract award to Kauai Mechanical, Inc. to perform routine service and maintenance on DOW's various air conditioning units.

FUNDING:

| | | | |
|------------------|--|--------------------|----------------------------|
| Account No. | 10-40-60-561-000 | | |
| Acct Description | WU/Ops/TandD/Repairs and Maintenance – Other than Water System | | |
| Funds Available | <i>Verified by WWC</i> | | \$76,659.39 |
| Contract No. | 779 | | |
| Vendor | Kaua'i Mechanical | | |
| | Contract Amount | \$199,981.17 | |
| | 5% Contingency | \$9,999.00 | |
| | Total Funds Certified (Year 1+Contingency) | \$76,659.39 | <\$76,659.39> |
| | | | |
| | | | |

BACKGROUND:

The Department requires periodic maintenance to upkeep the refrigeration and air conditioning equipment for the Administration, Microlab, and Operations Buildings. The budget breakdown for this multi-term service contract is the following:

**5. CONTRACT AWARD TO EUROFINS EATON ANALYTICAL, LLC
 SOLE SOURCE NO. SS-2025-09 LABORATORY TESTING SERVICES**

RECOMMENDATION:

It is recommended that the Manager approve a contract award to Eurofins Eaton Analytical, LLC to provide laboratory testing services for the Department of Water.

FUNDING:

| | | | |
|------------------|---|--------------------|----------------------------|
| Account No. | 10-20-10-540-010 | | |
| Acct Description | WU/Eng/Admin/Professional Services (Line 4) | | |
| Funds Available | <i>Verified by WWC</i> | | \$70,170.00 |
| Contract No. | 780 | | |
| Vendor | Eurofins Eaton Analytical, LLC | | |
| | Contract Amount | \$221,210.93 | |
| | 5% Contingency | \$N/A | |
| | Total Funds Certified (Year 1 of 3) | \$70,170.00 | <\$70,170.00> |
| | | | |

BACKGROUND:

Eurofins Eaton Analytical, LLC is the only provider that complies with the State of Hawai'i, Department of Health, Safe Drinking Water Branch, Electronic Data Delivery data management system Safe Drinking Water Information System. Vendor provides laboratory testing services required by the U.S. Safe Drinking Water Act. Approved for Sole Source Procurement pursuant to HAR 3-122-81, No. 6.

Funds are available and appropriated only for the first fiscal year of the contract. The contractual obligation of both parties in each fiscal period succeeding the first is subject to the appropriation and availability of funds. By mutual agreement between parties, the contract may be extended on a month-to-month, or term basis, not to exceed a total of 36 months. Any extension to the contract is subject to the availability of funds, and will be at the same contract price, except to the extent price adjustment no more than 5% per year is allowed by the contract and approved by the Department of Water. Any extension shall be issued in writing by the Department of Water and acceptance of the extension shall be signed by the Vendor. In all cases, it is agreed that the contract shall be subject to termination in the event the Board of Water Supply fails to appropriate funds for the upcoming fiscal year, beginning July 1st of each year. In the event the contract is terminated because of lack of appropriated funds, no breach of contract shall be deemed to have occurred, but shall be considered as a normal termination of contract.

**6. ADDITIONAL ENCUMBRANCE TO ENCUMBER AMOUNT OF CONTRACT
 (C533)**

**JOB 09-01, WP2020 #K-01, #K-12, KALĀHEO WATER SYSTEM IMPROVEMENTS,
 KALĀHEO, KAUA'I, HAWAI'I**

RECOMMENDATION:

It is recommended that the Manager approve an additional encumbrance to encumber the contract amount.

FUNDING:

| | | | |
|------------------|---|--------------|--------------|
| Account No. | 10-20-10-560-000 | | |
| Acct Description | WU/Eng/Admin/Repairs & Maintenance – Water System | | |
| Funds Available | <i>Verified by WWC</i> | | \$189,436.72 |
| Contract No. | 533 | | |
| Vendor | Bowers + Kubota Consulting, Inc. | | |
| | Contract Amount | \$955,000.00 | |
| | 5% Contingency | \$N/A | |
| | First Amendment (10/17/13) | \$37,900.00 | |
| | Second Amendment (05/26/17) | \$207,309.00 | |
| | Third Amendment (02/22/19) | \$38,500.00 | |
| | Fourth Amendment (08/23/19) | \$101,583.00 | |
| | Fifth Amendment (09/24/20) | \$0.00 | |
| | Sixth Amendment (02/16/23) | \$82,700.00 | |

| | | | |
|-------------------|--|----------------|----------------|
| | Seventh Amendment (06/20/24) | \$158,200.00 | |
| | Total Contract and Funds Certified | \$1,581,192.00 | |
| Fund Encumbrance: | | | |
| | Encumber funds that was not rolled over during software transition to GP | \$189,436.72 | <\$189,436.72> |

BACKGROUND:

It has been determined that when the Department of Water transitioned to our current accounting software, Great Plains, the encumbrance for Contract C533 was short \$189,436.72. This RTM will update the encumbrance amount and encumber the full amount of the contract.

**7. FOURTH AMENDMENT TO CONTRACT NO. 567 WITH ESAKI SURVEYING AND MAPPING, INC.
 JOB NO. 12-2, WK-23, U.H. EXPERIMENTAL STATION 605' TANK**

RECOMMENDATION:

It is recommended that the Manager approve the Fourth Amendment to Contract No. 567 for additional funds to relocate the access road for the tank from the north end to the south end of the property at U.H.'s request.

FUNDING:

| | | | |
|-------------------|---|--------------|---------------|
| Account No. | 10-20-10-540-010 | | |
| Acct Description | WU/Eng/Admin/Professional Services | | |
| Funds Available | Verified by WWC | | \$22,476.00 |
| Contract No. | 567 | | |
| Vendor | Esaki Surveying and Mapping, Inc. | | |
| | Contract Amount | \$38,500.00 | |
| | 5% Contingency | \$0.00 | |
| | First Amendment (03/24/17) | \$0.00 | |
| | Second Amendment (04/20/23) | \$278,149.00 | |
| | Third Amendment (10/17/24) | \$19,322.00 | |
| | Total Funds Certified To Date | \$335,971.00 | |
| Fourth Amendment: | | | |
| | Relocate the access road for the tank and contract time extension | \$22,476.00 | |
| | Total Amendment | \$22,476.00 | <\$22,476.00> |
| | Contract Amount To Date | \$358,447.00 | |

BACKGROUND:

Contract NTP Date: July 5, 2013
 Original Contract End Date: April 1, 2014
 New Contract End Date: 730 calendar days from NTP of Fourth Amendment

The DOW is moving forward with the design of the U.H. Experimental Station 605' Tank. After the most recent design update review, U.H. requested that the access road for the tank be relocated from the north side of the property to the south side of the property.

8. OPERATION DIVISION BUDGET REAPPROPRIATION OF CERTAIN BUDGET LINE ITEMS FOR THE PURPOSE OF ORDERING AND REPLENISHING INVENTORY SUPPLIES AND PARTS.

RECOMMENDATION:

It is recommended that the Manager approve a budget interfund transfer in the amount of \$200,000.00 to provide funds for warehouse inventory replacement.

FUNDING:

| | | |
|--------------|---|----------------|
| FROM | | |
| Account No. | 10-40-00-605-999 | |
| Description: | WU/Ops/Capital Outlay – Expansion/Misc. Capital Purchases | <\$200,000.00> |
| TO | | |
| Account No. | 10-40-60-563-010 | |
| Description: | WU/Ops/T and D/Operating Supplies/Invty. Stock | +\$200,000.00 |
| | | |

BACKGROUND:

The Temporary Hazard Pay allocation was taken from account no. 10-40-60-563-010, which depleted the funds for Operations annual inventory purchase. The transfer is from the budget account no. 10-40-00-605-999 for new subdivision meters, which we are currently stocked with a sufficient amount for the remainder of the fiscal year.

CONVEYANCE OF WATER FACILITIES NONE