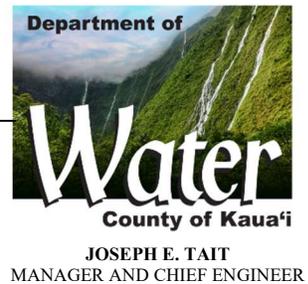


BOARD OF WATER SUPPLY

KURT AKAMINE CHAIR
JULIE SIMONTON, VICE CHAIR
TOM SHIGEMOTO, SECRETARY

LAWRENCE DILL, MEMBER
KA'AINA HULL, MEMBER
TROY TANIGAWA, MEMBER



REGULAR MONTHLY MEETING NOTICE AND AGENDA

Thursday, January 26, 2023
9:30 a.m. or shortly thereafter

Meetings of the Board of Water Supply, County of Kauai 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:

1. Goodfellow Bros.' Request for Reimbursements, Job No. 15-07, Reorganize Water System: Kaumuali'i Highway 16-Inch Main and Emergency Pump Connection, Hanapēpē Road 6-Inch Main Replacement, Job No. 15-07, Water Plan Project No. HE-01, HE-10, Hanapēpē, Kaua'i, Hawai'i (Civil No. 5CCV-21-000098)

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.

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DRAFT

MINUTES

MINUTES
BOARD OF WATER SUPPLY
Thursday, December 15, 2022

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. Ka'aina 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 Statutes 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 Hawaii's 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:

KIA'I WAI O WAI'ALE'ALE v. DEPARTMENT OF WATER, COUNTY OF KAUA'I, 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,

Cherisse Zaima
Commission Support Clerk

Approved,

Kurt Akamine
Secretary, Board of Water Supply

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PUBLIC

TESTIMONIES

The Department of Water Supply
4398 Pua Loke St.
Lihue HI 96766

November 25, 2022

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

A handwritten signature in black ink that reads "Harold Matsunaga". The signature is written in a cursive style with a long, sweeping underline.

Harold Matsunaga

A horizontal splash of clear blue water with bubbles and a white crest, centered on the page. The word "CORRESPONDENCE" is overlaid on the water in a blue, serif font.

CORRESPONDENCE

OFFICE OF THE MAYOR

DEREK S.K. KAWAKAMI, MAYOR

MICHAEL A. DAHILIG, MANAGING DIRECTOR



MEMORANDUM

TO: All Board, Commission, and Committee Chairs

FR: Michael A. Dahilig
Managing Director

A handwritten signature in blue ink, appearing to read "Michael A. Dahilig", is placed to the right of the "FR:" line.

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!

OFFICE OF THE MAYOR

DEREK S.K. KAWAKAMI, MAYOR

MICHAEL A. DAHILIG, MANAGING DIRECTOR



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.

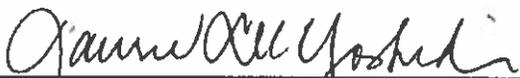
Article IV. Transmittal of Salary Resolution. The County Clerk shall transmit to the Salary Commission, Mayor, Finance Director, and Human Resources Director a final approved copy of the resolution and note any rejected portions thereto within thirty (30) days after the effective date of this resolution.

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

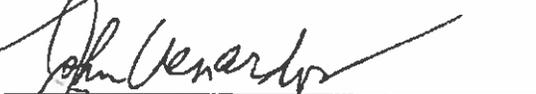


Laurie Yoshida, Vice Chair



Trinette Kau

Howard Leslie


Kenneth Rainforth
John Venardos

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NEW

BUSINESS

DEPARTMENT OF WATER

County of Kaua'i

"Water has no Substitute – Conserve It!"

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

<p>GRANT OF EASEMENT for TMK: (4) 2-6-023: 038 (Easement AU-1) [FKA 2-6-015:001 (por.)]</p>
--

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) 2-6-023:038; District: Koloa, Kaua'i, Hawaii'i; 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 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.

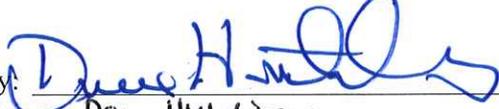
[signatures on following page]

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 KAUA'I**

By: _____
Its: _____

GRANTEE

[GRANTOR]

STATE OF HAWAI'I)
)
COUNTY OF KAUA'I) 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 Undated at time of notarization No. of Pages: 21

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



(Official Stamp or Seal)

Shelly Gerardo
Signature of Notary Public

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

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

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 "WAHIAWA" 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 $172^{\circ}49'28''$ and the point of tangency azimuth from the radial point being $158^{\circ}15'10''$, having a radius of 330.00 feet, the chord azimuth and distance being:

1. $75^{\circ} 32' 19''$ 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 $338^{\circ}15'10''$ and the point of tangency azimuth from the radial point being $241^{\circ}27'06''$, having a radius of 22.00 feet, the chord azimuth and distance being:

2. $199^{\circ} 51' 08''$ 32.90 feet;



Thence along same, on a curve to the left, with the point of curvature azimuth from the radial point being $241^{\circ}27'06''$ and the point of tangency azimuth from the radial point being $215^{\circ}25'$, having a radius of 103.00 feet, the chord azimuth and distance being:

3. $138^{\circ} 26' 03''$ 46.40 feet;

4. $125^{\circ} 25'$ 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. $146^{\circ} 00'$ 120.94 feet;

6. $166^{\circ} 35'$ 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. $121^{\circ} 35'$ 21.21 feet;

8. $76^{\circ} 35'$ 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. $56^{\circ} 47' 30''$ 69.75 feet;

10. $37^{\circ} 00'$ 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 $112^{\circ}00'$ and the point of tangency azimuth from the radial point being $203^{\circ}10'42''$, having a radius of 54.00 feet, the chord azimuth and distance being:

16. $247^{\circ} 35' 21''$ 77.15 feet;

Thence along same, on a curve to the left, with the point of curvature azimuth from the radial point being $23^{\circ}10'42''$ and the point of tangency azimuth from the radial point being $330^{\circ}45'$, having a radius of 28.00 feet, the chord azimuth and distance being:

17. $266^{\circ} 57' 51''$ 24.74 feet;

18. $240^{\circ} 45'$ 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. $228^{\circ} 52' 30''$ 73.26 feet;

20. $217^{\circ} 00'$ 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. $236^{\circ} 47' 30''$ 99.55 feet;

22. $256^{\circ} 35'$ 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°35'58" and the point of tangency azimuth from the radial point being 9°25'12", having a radius of 54.00 feet, the chord azimuth and distance being:

37. 56° 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°25'12" and the point of tangency azimuth from the radial point being 59°24'18", having a radius of 54.00 feet, the chord azimuth and distance being:

38. 124° 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°24'18" and the point of tangency azimuth from the radial point being 78°28'16", having a radius of 54.00 feet, the chord azimuth and distance being:

39. 158° 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 $78^{\circ}28'16''$ and the point of tangency azimuth from the radial point being $109^{\circ}43'50''$, having a radius of 54.00 feet, the chord azimuth and distance being:

40. $184^{\circ} 06' 03''$ 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 $109^{\circ}43'50''$ and the point of tangency azimuth from the radial point being $157^{\circ}30'42''$, having a radius of 54.00 feet, the chord azimuth and distance being:

41. $223^{\circ} 37' 16''$ 43.74 feet;

Thence along same, on a curve to the left, with the point of curvature azimuth from the radial point being $337^{\circ}30'42''$ and the point of tangency azimuth from the radial point being $285^{\circ}05'$, having a radius of 28.00 feet, the chord azimuth and distance being:

42. $221^{\circ} 17' 51''$ 24.74 feet;

43. $195^{\circ} 05'$ 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° 46' 211.67 feet;

45. 166° 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° 39' 209.59 feet;

47. 284° 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° 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°24'54"
and the point of tangency
azimuth from the radial point
being 142°42', having a radius
of 317.00 feet, the chord
azimuth and distance being:

49. 216° 33' 27" 176.27 feet;

50. 232° 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° 00' 30" 136.41 feet;

52. 249° 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;

Thence along same, on a curve to the left, with the point of curvature azimuth from the radial point being 106°40'20" and the point of tangency azimuth from the radial point being 32°52', having a radius of 15.00 feet, the chord azimuth and distance being:

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° 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° 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°50'22" and the point of tangency azimuth from the radial point being 352°49'28", having a radius of 22.00 feet, the chord azimuth and distance being:

77. 300° 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.

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

ERIK S. KANESHIRO

Licensed Professional Land Surveyor

Certificate No. 9826

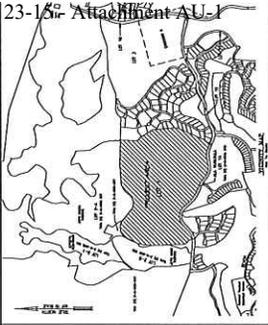
Exp. 04/22

Honolulu, Hawaii
March 23, 2022

TMK: (4) 2-6-015: POR. 001

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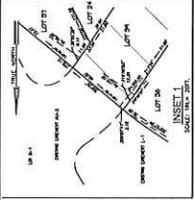
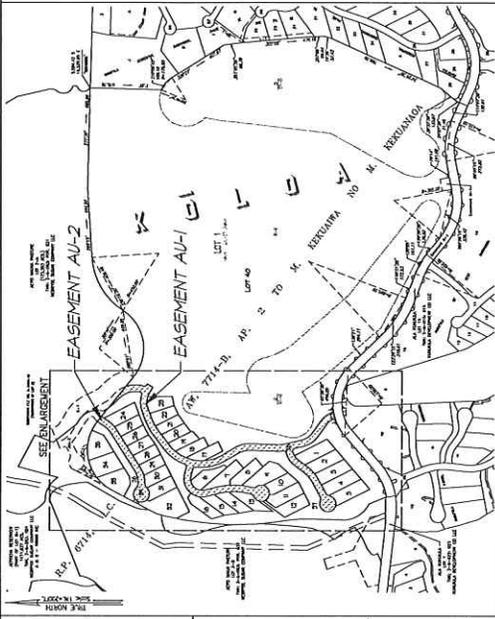
KUKUTULA PARCEL I SUBDIVISION
 SUBDIVISION OF
 LOT 1 OF KUKUTULA LARGE-LOT SUBDIVISION III
 AND DESIGNATION OF EASEMENTS AU-1,
 AU-2, AND A-4
 BEING A PORTION OF DEED PATENT 0774, LAND COMMISSION AREA 774-6,
 SITUATED AT KUKU, KANAKA KEOLA, KONA, HAWAII
 TOTAL AREA = 132,897 ACRES

LOT 1, 790 (3) KAWAIA, HI
 ADDRESS: 1000 W. KAWAIA BLVD. #1000
 KAWAIA, HI 96741
 TOTAL: 10,000

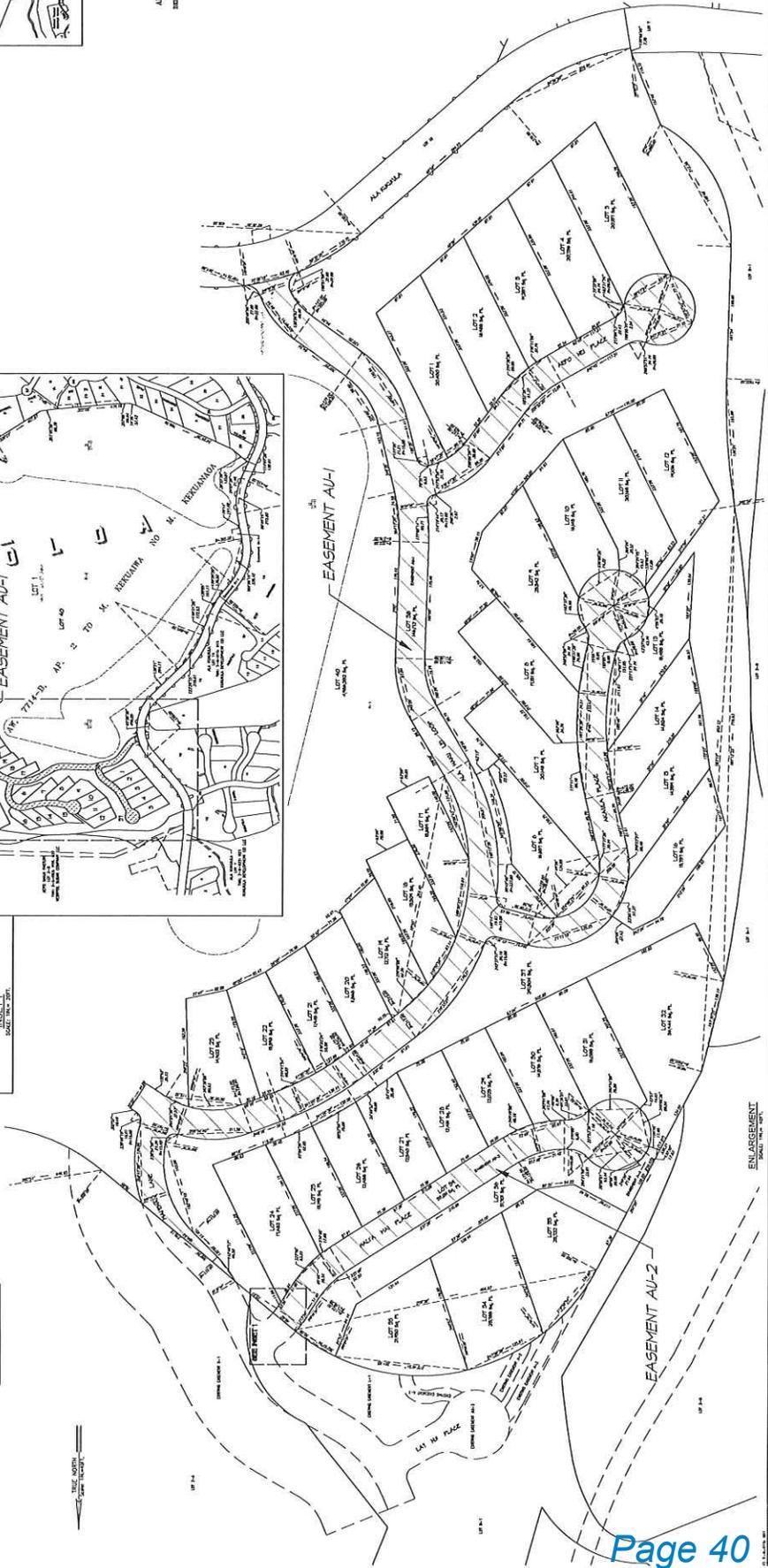


NOTES:
 1. THE SUBDIVISION IS SHOWN ON THE PLAN AS BEING SUBJECT TO THE DEED PATENT 0774, LAND COMMISSION AREA 774-6, SITUATED AT KUKU, KANAKA KEOLA, KONA, HAWAII.
 2. THE SUBDIVISION IS SHOWN ON THE PLAN AS BEING SUBJECT TO THE DEED PATENT 0774, LAND COMMISSION AREA 774-6, SITUATED AT KUKU, KANAKA KEOLA, KONA, HAWAII.
 3. THE SUBDIVISION IS SHOWN ON THE PLAN AS BEING SUBJECT TO THE DEED PATENT 0774, LAND COMMISSION AREA 774-6, SITUATED AT KUKU, KANAKA KEOLA, KONA, HAWAII.
 4. THE SUBDIVISION IS SHOWN ON THE PLAN AS BEING SUBJECT TO THE DEED PATENT 0774, LAND COMMISSION AREA 774-6, SITUATED AT KUKU, KANAKA KEOLA, KONA, HAWAII.
 5. THE SUBDIVISION IS SHOWN ON THE PLAN AS BEING SUBJECT TO THE DEED PATENT 0774, LAND COMMISSION AREA 774-6, SITUATED AT KUKU, KANAKA KEOLA, KONA, HAWAII.
 6. THE SUBDIVISION IS SHOWN ON THE PLAN AS BEING SUBJECT TO THE DEED PATENT 0774, LAND COMMISSION AREA 774-6, SITUATED AT KUKU, KANAKA KEOLA, KONA, HAWAII.
 7. THE SUBDIVISION IS SHOWN ON THE PLAN AS BEING SUBJECT TO THE DEED PATENT 0774, LAND COMMISSION AREA 774-6, SITUATED AT KUKU, KANAKA KEOLA, KONA, HAWAII.
 8. THE SUBDIVISION IS SHOWN ON THE PLAN AS BEING SUBJECT TO THE DEED PATENT 0774, LAND COMMISSION AREA 774-6, SITUATED AT KUKU, KANAKA KEOLA, KONA, HAWAII.
 9. THE SUBDIVISION IS SHOWN ON THE PLAN AS BEING SUBJECT TO THE DEED PATENT 0774, LAND COMMISSION AREA 774-6, SITUATED AT KUKU, KANAKA KEOLA, KONA, HAWAII.
 10. THE SUBDIVISION IS SHOWN ON THE PLAN AS BEING SUBJECT TO THE DEED PATENT 0774, LAND COMMISSION AREA 774-6, SITUATED AT KUKU, KANAKA KEOLA, KONA, HAWAII.

EXHIBIT B



Lot No.	Area (Acres)	Dimensions (ft)
LOT 1	132,897	1,000 x 1,000
LOT 2	10,000	500 x 500
LOT 3	10,000	500 x 500
LOT 4	10,000	500 x 500
LOT 5	10,000	500 x 500
LOT 6	10,000	500 x 500
LOT 7	10,000	500 x 500
LOT 8	10,000	500 x 500
LOT 9	10,000	500 x 500
LOT 10	10,000	500 x 500
LOT 11	10,000	500 x 500
LOT 12	10,000	500 x 500
LOT 13	10,000	500 x 500
LOT 14	10,000	500 x 500
LOT 15	10,000	500 x 500
LOT 16	10,000	500 x 500
LOT 17	10,000	500 x 500
LOT 18	10,000	500 x 500
LOT 19	10,000	500 x 500
LOT 20	10,000	500 x 500
LOT 21	10,000	500 x 500
LOT 22	10,000	500 x 500
LOT 23	10,000	500 x 500
LOT 24	10,000	500 x 500
LOT 25	10,000	500 x 500
LOT 26	10,000	500 x 500
LOT 27	10,000	500 x 500
LOT 28	10,000	500 x 500
LOT 29	10,000	500 x 500
LOT 30	10,000	500 x 500
LOT 31	10,000	500 x 500
LOT 32	10,000	500 x 500
LOT 33	10,000	500 x 500
LOT 34	10,000	500 x 500
LOT 35	10,000	500 x 500
LOT 36	10,000	500 x 500
LOT 37	10,000	500 x 500
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LOT 39	10,000	500 x 500
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LOT 41	10,000	500 x 500
LOT 42	10,000	500 x 500
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LOT 75	10,000	500 x 500
LOT 76	10,000	500 x 500
LOT 77	10,000	500 x 500
LOT 78	10,000	500 x 500
LOT 79	10,000	500 x 500
LOT 80	10,000	500 x 500
LOT 81	10,000	500 x 500
LOT 82	10,000	500 x 500
LOT 83	10,000	500 x 500
LOT 84	10,000	500 x 500
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LOT 97	10,000	500 x 500
LOT 98	10,000	500 x 500
LOT 99	10,000	500 x 500
LOT 100	10,000	500 x 500



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

<p>GRANT OF EASEMENT for TMK: (4) 2-6-023: 039 (Easement AU-2) [FKA 2-6-015:001 (por.)]</p>
--

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.

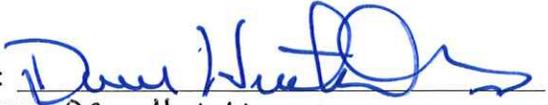
[signatures on following page]

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 KAUA'I**

By: _____
Its: _____

GRANTEE

[GRANTOR]

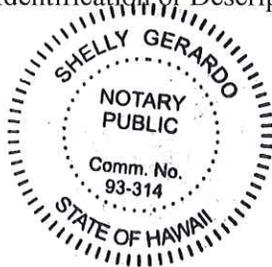
STATE OF HAWAI'I)
)
COUNTY OF KAUA'I) ss.

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 Undated at time of notarization No. of Pages: 13

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



Shelly Gerardo
Signature of Notary Public

Name: Shelly Gerardo

Notary Public, State of Hawaii

My commission expires: 12/25/23

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

(Official Stamp or Seal)

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. Kekuanaoa.

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;



AUSTIN, TSUTSUMI & ASSOCIATES, INC.

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: $43^{\circ}17'08''$ and the point of tangency azimuth from the radial point being: $108^{\circ}56'04''$, having a radius of 54.00 feet, the chord azimuth and distance being:

10. $166^{\circ} 06' 36''$ 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: $108^{\circ}56'04''$ and the point of tangency azimuth from the radial point being: $228^{\circ}43'58''$, having a radius of 54.00 feet, the chord azimuth and distance being:

11. $258^{\circ} 50' 01''$ 93.44 feet;

Thence along same, on a curve to the left, with the point of curvature azimuth from the radial point being: $48^{\circ}43'58''$ and the point of tangency azimuth from the radial point being: $360^{\circ}00'$, having a radius of 40.00 feet, the chord azimuth and distance being:

12. $294^{\circ} 21' 59''$ 33.01 feet;

13. $270^{\circ} 00'$ 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. $253^{\circ} 48'$ 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: 218°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.

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

ERIK S. KANESHIRO

Licensed Professional Land Surveyor

Certificate No. 9826

Exp. 04/22

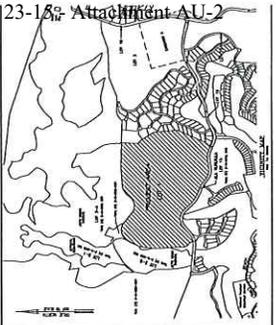
Honolulu, Hawaii
February 23, 2022

TMK: (4) 2-6-015: POR. 001

X:\BYNAME\Kukuiula\PARCEL I\Descriptions\PARCEL I - EASEMENT AU-2.docx



EXHIBIT B

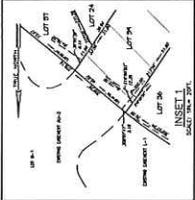
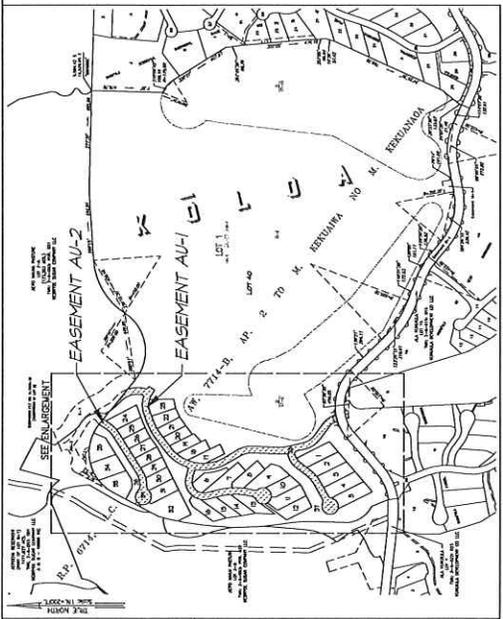


KUKITULA PARCEL 1 SUBDIVISION
 SUBDIVISION OF
 LOT 1 OF KUKITULA LARGE-LOT SUBDIVISION III
 AND DESIGNATION OF EASEMENTS AU-1, AU-2, AND AU-4
 BEING A PORTION OF REAL ESTATE, LAND COMMISSION ARMS 774-6,
 SITUATED AT KUKITULA, KONA, MAUI, HAWAII
 TOTAL AREA = 124,837 ACRES

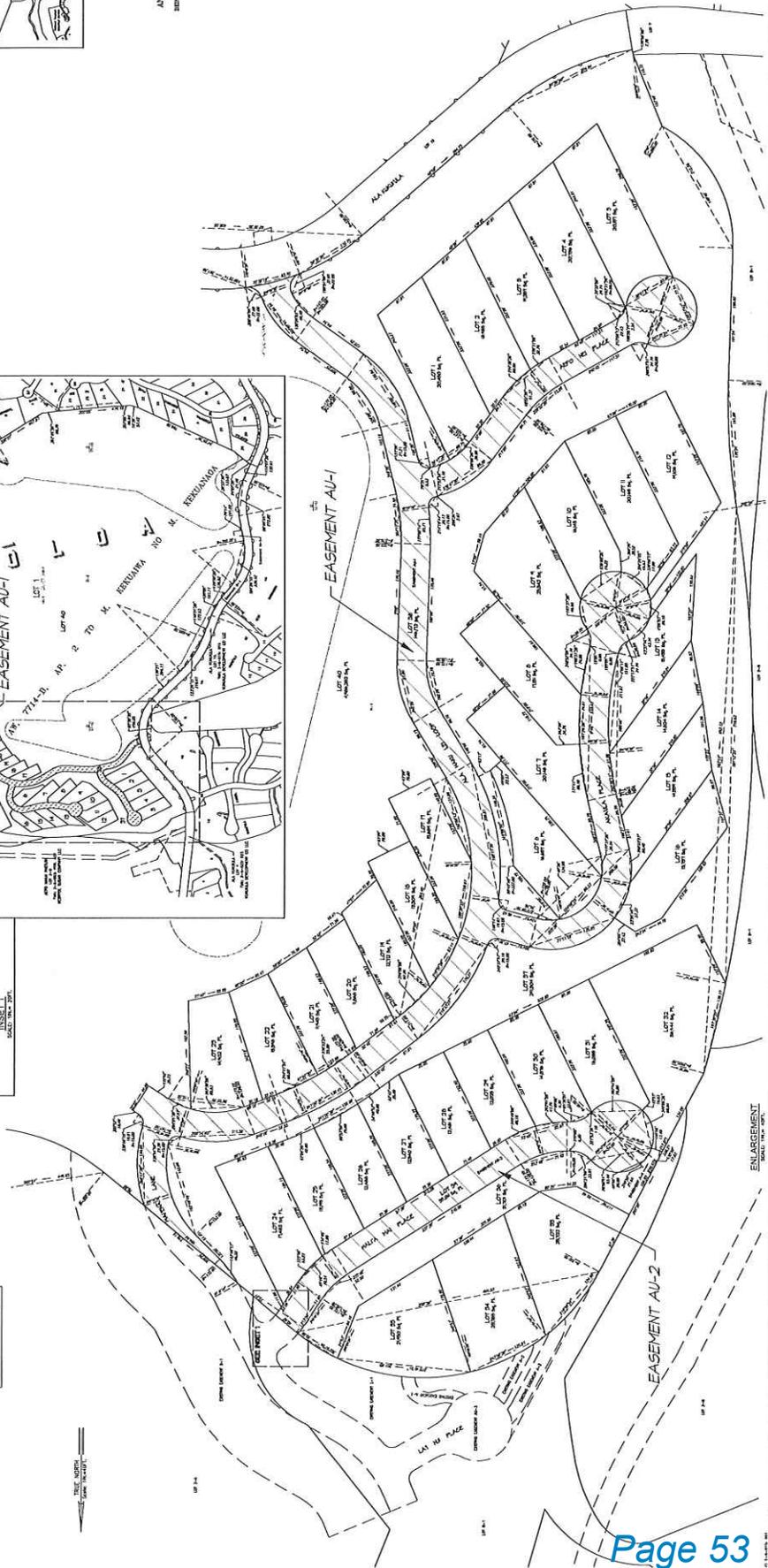
LOT 1, 2001 (11.4-4-01) 2001
 KUKITULA LAND DEVELOPMENT CO. (KLD), LLC
 1000 KUKITULA DRIVE, SUITE 100
 KUKITULA, HI 96754



NOTICE TO CONTRACTORS
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES OF THE STATE OF HAWAII. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES OF THE STATE OF HAWAII. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES OF THE STATE OF HAWAII.



Lot No.	Area (Acres)	Dimensions (Feet)
LOT 1	1.2	100 x 100
LOT 2	1.2	100 x 100
LOT 3	1.2	100 x 100
LOT 4	1.2	100 x 100
LOT 5	1.2	100 x 100
LOT 6	1.2	100 x 100
LOT 7	1.2	100 x 100
LOT 8	1.2	100 x 100
LOT 9	1.2	100 x 100
LOT 10	1.2	100 x 100
LOT 11	1.2	100 x 100
LOT 12	1.2	100 x 100
LOT 13	1.2	100 x 100
LOT 14	1.2	100 x 100
LOT 15	1.2	100 x 100
LOT 16	1.2	100 x 100
LOT 17	1.2	100 x 100
LOT 18	1.2	100 x 100
LOT 19	1.2	100 x 100
LOT 20	1.2	100 x 100
LOT 21	1.2	100 x 100
LOT 22	1.2	100 x 100
LOT 23	1.2	100 x 100
LOT 24	1.2	100 x 100
LOT 25	1.2	100 x 100
LOT 26	1.2	100 x 100
LOT 27	1.2	100 x 100
LOT 28	1.2	100 x 100
LOT 29	1.2	100 x 100
LOT 30	1.2	100 x 100
LOT 31	1.2	100 x 100
LOT 32	1.2	100 x 100
LOT 33	1.2	100 x 100
LOT 34	1.2	100 x 100
LOT 35	1.2	100 x 100
LOT 36	1.2	100 x 100
LOT 37	1.2	100 x 100
LOT 38	1.2	100 x 100
LOT 39	1.2	100 x 100
LOT 40	1.2	100 x 100
LOT 41	1.2	100 x 100
LOT 42	1.2	100 x 100
LOT 43	1.2	100 x 100
LOT 44	1.2	100 x 100
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LOT 96	1.2	100 x 100
LOT 97	1.2	100 x 100
LOT 98	1.2	100 x 100
LOT 99	1.2	100 x 100
LOT 100	1.2	100 x 100



Return by Mail () 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.)

<p style="text-align: center;">GRANT OF EASEMENT for TMK: (4) 2-6-003: 001 (por.) & 031 (por.) (Easement AU-3)</p>

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 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) 2-6-003: 001 (por.) & 031 (por.); District: Koloa, Kaua'i, Hawai'i; PROJECT NAME: Kukui'ula Parcel I Subdivision;**

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:

**BBCP KAUAI MAUKA LANDS, LLC, a
Colorado limited liability company**

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

By: 
Name: Ginny N. Agenda
Its: Authorized Signer

GRANTOR

**APPROVAL AS TO FORM
AND LEGALITY**

ACCEPTED:

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

Deputy County Attorney

By: _____
Its: _____

GRANTEE

[GRANTOR]

STATE OF HAWAII)
)
COUNTY OF KAUAI) ss.

On this 20th day of January, 2023, before me appeared Ginny N. Akena, 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: 13

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



(Official Stamp or Seal)

Shelly Gerardo
Signature of Notary Public

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

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

EXHIBIT A

KUKUI'ULA PARCEL I SUBDIVISION EASEMENT 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° 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° 42' 114.14 feet;
26. 300° 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° 30' 97.70 feet;
28. 333° 00' 117.00 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:
29. 324° 00' 40.05 feet;
30. 315° 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 an area of 37,836 Square Feet.



AUSTIN, TSUTSUMI & ASSOCIATES, INC.

Description Prepared By:

A handwritten signature in black ink, appearing to read "Marcus K. Hoapili", written over a horizontal line.

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

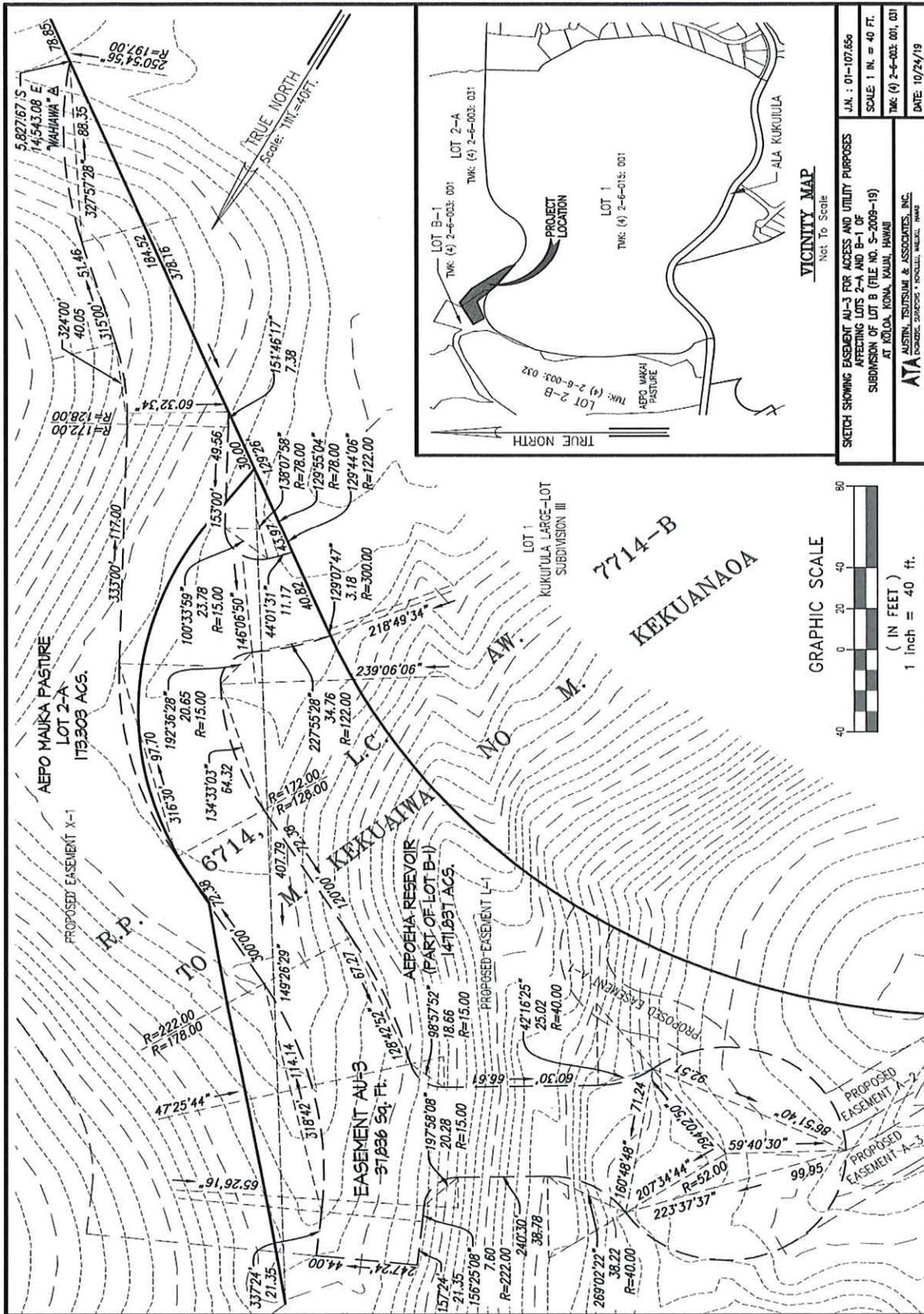
Honolulu, Hawaii
November 22, 2019

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

X:\BYNAME\Kukuiula\PARCEL I\Descriptions\PARCEL I - EASEMENT AU-3.docx



Exhibit B



DEPARTMENT OF WATER

County of Kaua'i

"Water has no Substitute – Conserve It!"

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

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 Nos.: (4) 2-6-023: 038 & 039; 2-6-003: 001 (por.) & 031 (por.)

<p style="text-align: center;">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.)]</p>

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: Chad A. Bruc
Name: *Chad A. Bruc*
Its: Authorized Signer

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

By: Chad A. Bruc
Name: *Chad A. Bruc*
Its: Authorized Signer

**APPROVED AS TO FORM
AND LEGALITY:**

Deputy County Attorney

ACCEPTED:

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

By: _____
Its: _____

[BBCP KUKUI‘ULA DEVELOPMENT, LLC]

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

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 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: 8

Document Identification or Description: Conveyance of Water Facility



(Official Stamp or Seal)

Shelly Gerardo
Signature of Notary Public

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

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

[BBCP KAUAI MAUKA LANDS, LLC]

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

On this 18th day of January, 2023, before me appeared Chad A. Brue, 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



(Official Stamp or Seal)

Shelly Gerardo
Signature of Notary Public

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

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

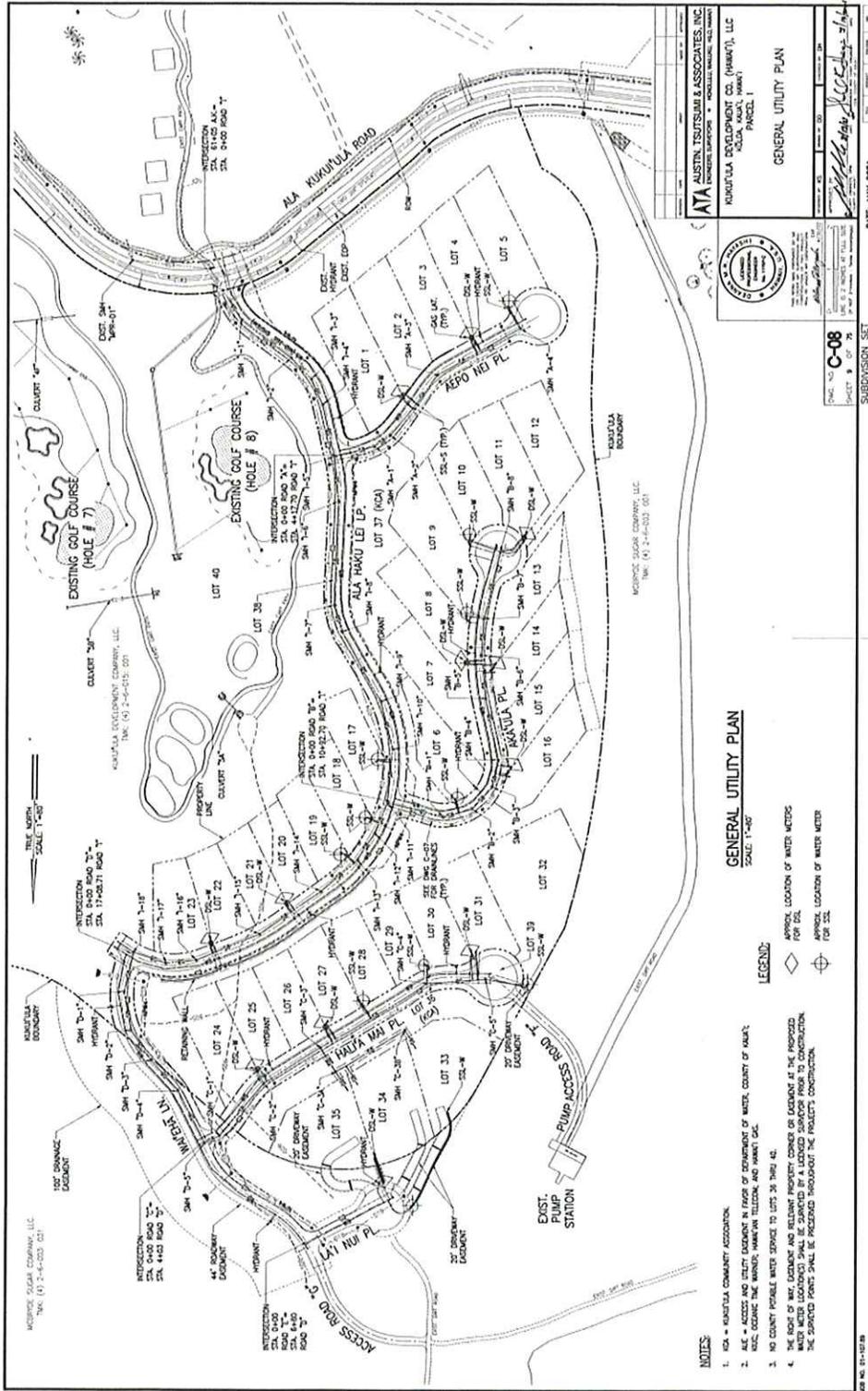
Exhibit A

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

Exhibit B



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:

FROM:		
Acct No. 10-00-00-330-000, Water Utility Fund (unrestricted)		\$182,400.00
TO:		
Acct No. 20-20-00-605-118, FRC Fund (Capital Projects – Expansion – Design), Available Funds	\$700,000.00	
Additional Funds Requested for Amendment No. 11	\$182,400.00	<\$182,400.00>
Total Available Funds	\$882,400.00	
Contract No. 427 (Bowers+Kubota Consulting)		
Contract Amount To Date (including Amendment No. 11)	\$1,222,507.46	

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.

DEPARTMENT OF WATER

County of Kaua'i

"Water has no Substitute – Conserve It!"

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:

FROM:			
Account No.	10-20-00-604-010		
Acct Description	WU/Eng/Admin/Capital Outlay – R&R		
Funds Available	<i>Verified by WWC</i>		\$ 200,000.00
TO:			
Account No.	30-20-00-604-105		
Acct Description	BAB/Eng/Admin/Capital Outlay – Expansion/Capital Purchases		
	Additional Funds Requested for Amendment No. 6	\$ 82,700.00	<\$ 82,700.00>
Contract No. 533 (Bowers+Kubota Consulting, Inc.)		\$ 1,340,292.00	
Contract Amount To Date (including Amendment No. 6)		\$ 1,422,992.00	
Fund Balance			117,300.00

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‘uwai,

Po'ohiwi, and Pu'ulima 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 Pu'uwai 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 NPDES 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.

DEPARTMENT OF WATER

County of Kaua'i

"Water has no Substitute – Conserve It!"

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:

FROM:				
Account No.	10-00-00-330-000			
Acct Description	Water Utility Fund (unrestricted)			
Funds Available	<i>Verified by WWC</i>		\$	60,287.80
TO:				
Account No.	10-40-00-604-999			
Acct Description	WU/Ops/Capital Outlay – R&R/Misc. Capital Purchases			
	Current Budget		\$	335,000.00
		TOTAL	\$	395,287.80

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/

DEPARTMENT OF WATER

County of Kaua'i

"Water has no Substitute – Conserve It!"

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:

FROM:			
Account No.	10-00-00-330-000		
Acct Description	Water Utility Fund (unrestricted)		
Funds Available	<i>Verified by WWC</i>		\$ 47,889.52
TO:			
Account No.	10-40-00-604-999		
Acct Description	WU/Ops/Capital Outlay – R&R/Misc. Capital Purchases		
	Current Budget		\$ 120,000.00
	TOTAL		\$ 167,889.52

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.

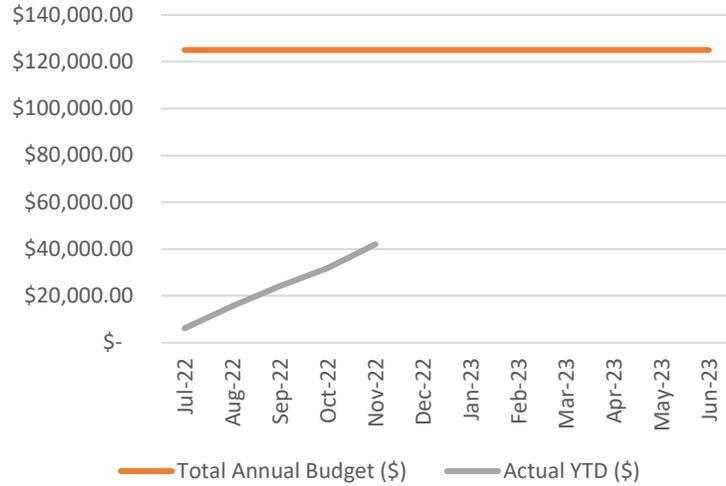
A horizontal splash of clear blue water with bubbles, positioned behind the text.

STAFF

REPORTS

FISCAL DASHBOARD

Overtime



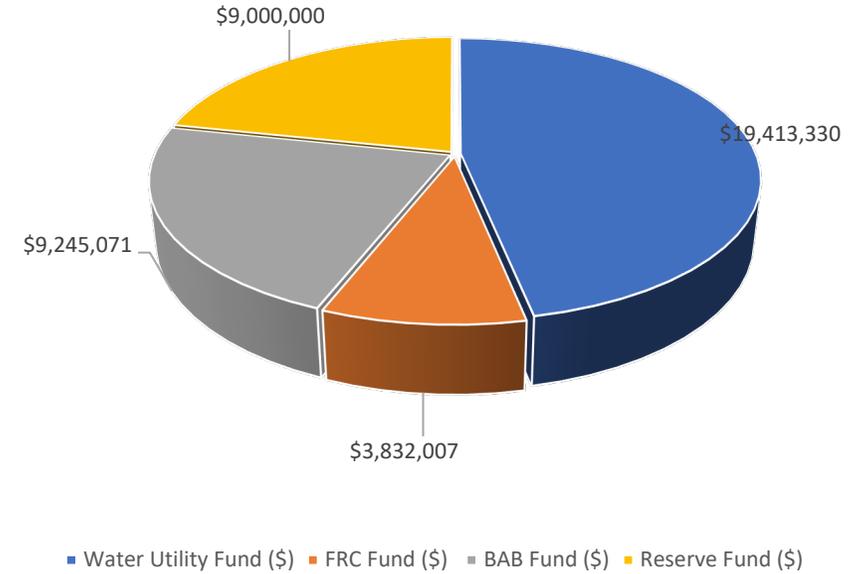
Revenues

Current Month	Current YTD	Previous YTD
\$2,248,456	\$13,145,390	\$13,894,756
State/Federal Contributions Current YTD		State/Fed Contributions Previous YTD
0		\$336,110

New!

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

November - DOW Funds



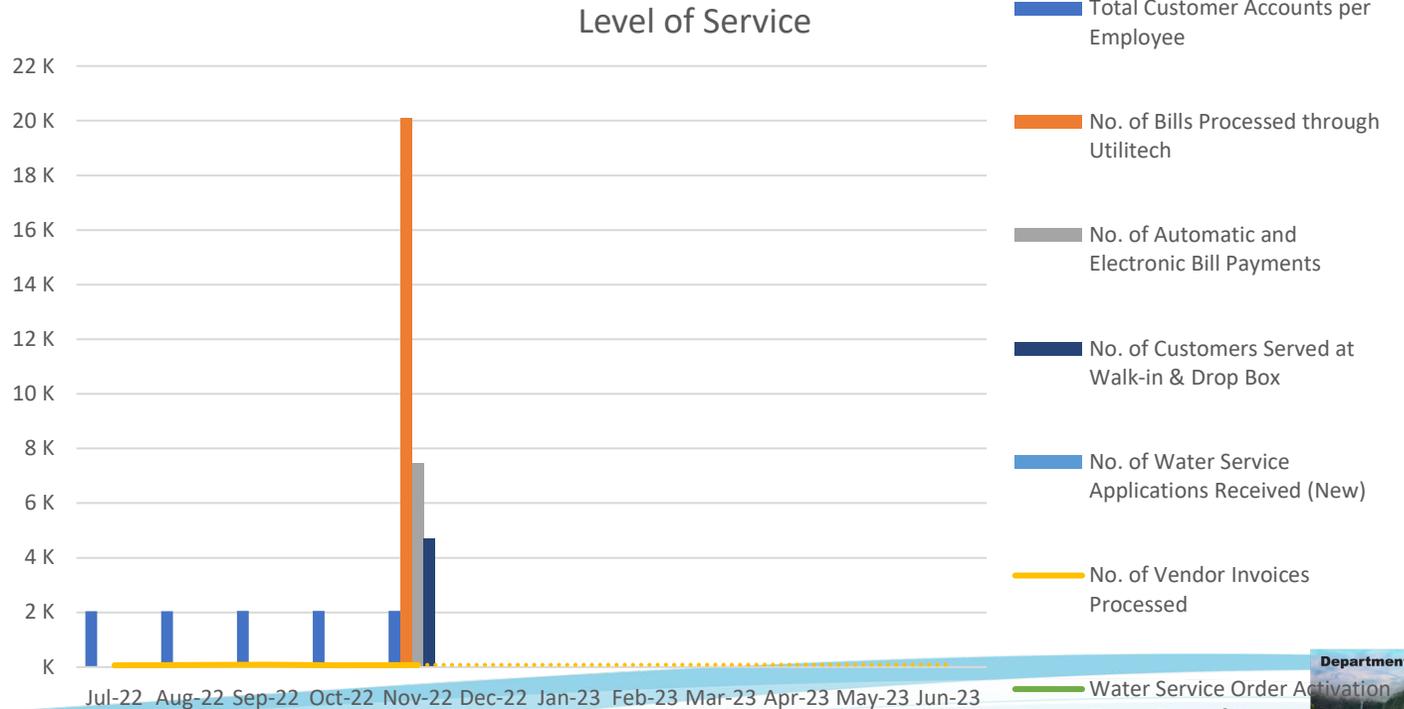
	Oct-22	Nov-22	Previous FY to FY 2022	Current FY to Date FY 2023
STAFFING				
Budgeted Staff (\$) vs Budgeted Vacancies (\$)	18	5	18	5
OVERTIME				
Budget (\$) Actual (\$)	\$ 10,417	\$ 7,793	\$ 10,417	\$ 10,218
				\$ 52,083 \$ 42,123


Upcoming
 Annual Budget
 Annual Water Audit

FISCAL DIVISION

	Oct-22			Nov-22			Previous FY to Date FY 2022			Current FY to Date FY 2023		
CAPITAL OUTLAY												
Water Utility Fund – Budget (\$) Encumbered (\$) Actual Expenditures (\$)	\$ 2,215,361.25	\$ -	\$ 302,302.35	\$ 2,215,361.25	\$ -	\$ -				\$ 24,388,503.14	\$ 13,311,696.89	\$ 589,309.34
FRC Fund – Budget (\$) Encumbered (\$) Actual Expenditures (\$)	\$ 366,666.67	\$ -	\$ -	\$ 366,666.67	\$ -	\$ -				\$ 2,285,188.66	\$ 451,855.33	\$ -
BAB Fund – Budget (\$) Encumbered (\$) Actual Expenditures (\$)	\$ 570,833.33	\$ -	\$ -	\$ 570,833.33	\$ -	\$ -				\$ 4,225,416.21	\$ 1,371,249.54	\$ -
SRF Loan Fund – Budget (\$) Encumbered (\$) Actual Expenditures (\$)	\$ 1,083,333.00	\$ -	\$ -	\$ 1,083,333.00	\$ -	\$ -				\$ 16,020,665.33	\$ 10,604,000.00	\$ -

	Oct-22	Nov-22	Previous FY to Date FY 2022	Current FY to Date FY 2023
LEVEL OF SERVICES				
Total Customer Accounts per Employee	2053	2053		2053
# of Bills Processed through Utilitech	0	20113		20113
# of Automatic and Electronic Payments	0	7452		7452
# of Customers Served at Walk-in & Drop Box	0	4719		4719
# of Vendor Invoices Processed	58	79		359
# of Water Service Applications Received	20	17		74
Water Service Order Activation Time - Date of Service Application to Date of Meter Installed (Days)	0	15		3



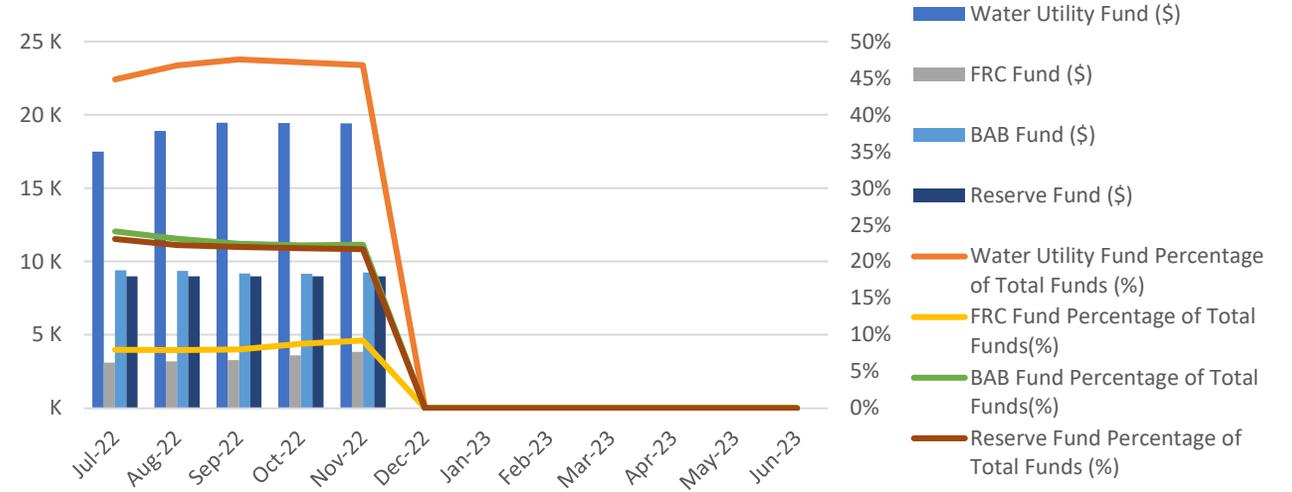
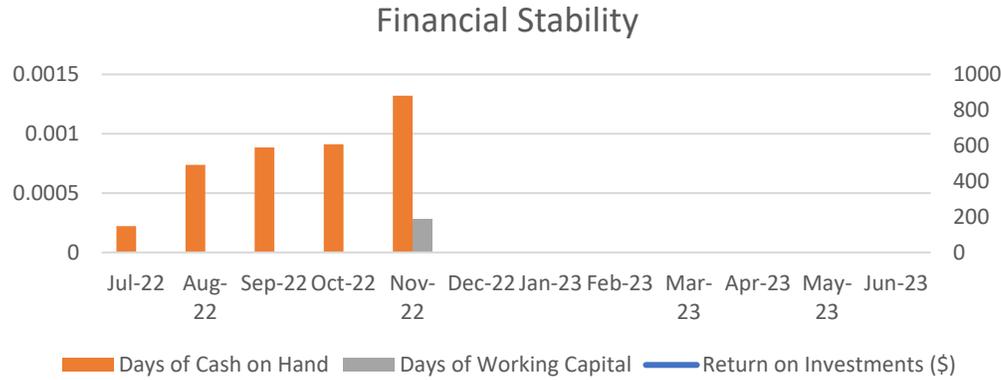
FISCAL DIVISION

	Oct-22		Nov-22		Previous FY to Date FY 2022		Current FY to Date FY 2023	
REVENUE								
Water Sales - Budget (\$) Actual (\$)	\$ 2,548,205.00	\$ 2,463,077.23	\$ 2,548,205.00	\$ 2,222,360.95			\$ 12,741,025.00	\$ 12,885,524.08
Other Water Revenues - Budget (\$) Actual (\$)	\$ 12,500.00	\$ 13,845.97	\$ 12,500.00	\$ 26,094.68			\$ 62,500.00	\$ 64,518.46
State & Federal Grants - Budget (\$) Actual (\$)	\$ 2,087,500.00	\$ -	\$ 2,087,500.00	\$ -			\$ 10,437,500.00	\$ -
Investment Income - Budget (\$) Actual (\$)	\$ 25,000.00	\$ 29,024.13	\$ 25,000.00	\$ -			\$ 125,000.00	\$ 193,236.75
Misc. Revenue - Budget (\$) Actual (\$)	\$ 709.00	\$ 156.01	\$ 709.00	\$ -			\$ 3,545.00	\$ 2,111.10
Total Revenue – Budget (\$) Actual (\$)	\$ 4,673,914.00	\$ 2,506,103.34	\$ 4,673,914.00	\$ 2,248,455.63			\$ 23,369,570.00	\$ 13,145,390.39

	Oct-22		Nov-22		Previous FY to Date FY 2022		Current FY to Date FY 2023		
EXPENSES									
Operating - Budget (\$) Encumbered (\$) Actual Expenditures (\$)	\$ 3,171,901.40	\$ 2,946,675.94	\$ 2,759,177.21	\$ 3,171,901.40	\$ 2,946,675.94	\$ 2,561,345.18	\$ 15,859,507.01	\$ 14,733,379.72	\$ 12,413,776.75
Debt Principal Payment - Budget (\$) Encumbered (\$) Actual Expenditures (\$)	\$ -	\$ -	\$ -	\$ 50,475.15	\$ 50,475.15	\$ 50,475.15	\$ 4,052,432.13	\$ 4,052,432.13	\$ 4,052,431.60
Capital Project Expenditures - Budget (\$) Encumbered (\$) Actual Expenditures (\$)	\$ 3,300,237.00	\$ -	\$ 302,302.35	\$ 3,300,237.00	\$ -	\$ 128,324.01	\$ 54,259,152.27	\$ 37,757,967.27	\$ 717,633.35
Fixed Costs - Budget (\$) Encumbered (\$) Actual Expenditures (\$)	\$ 2,120,628.49	\$ 1,978,965.72	\$ 1,826,835.31	\$ 2,120,628.49	\$ 1,978,965.72	\$ 1,826,835.31	\$ 10,603,142.43	\$ 9,894,828.61	\$ 9,134,176.56
Variable Costs - Budget (\$) Encumbered (\$) Actual Expenditures (\$)	\$ 1,051,272.92	\$ 967,710.22	\$ 932,341.90	\$ 1,051,272.92	\$ 967,710.22	\$ 734,509.87	\$ 5,256,364.58	\$ 4,838,551.11	\$ 3,279,600.19
Other Increases/Decreases – Inflation, Shipping Delay & Costs – Budget (\$) Encumbered (\$) Actual Expenditures (\$)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenses Budget (\$) Encumbered (\$) Actual (\$)	\$ 9,644,039.81	\$ 5,893,351.89	\$ 5,820,656.77	\$ 9,694,514.96	\$ 5,943,827.04	\$ 5,301,489.52	\$ 90,030,598.43	\$ 71,277,158.84	\$ 29,597,618.45

FISCAL DIVISION

DOW Funds



	Previous October-22		Current November-22		Previous FY to Date FY 2022		Current FY to Date FY 2023	
FINANCIAL STABILITY								
Return on Investments	\$	-	\$	0.00			\$	-
Days of Cash on Hand		607.6067956		881.4186532				0
Days of Working Capital		0		188.3570479				0
DOW FUNDS								
Water Utility Fund (\$) Percentage of Total Funds (%)	\$	19,451,052.45 47%	\$	19,413,330.13 47%			\$	94,739,598.37 47%
FRC Fund (\$) Percentage of Total Funds (%)	\$	3,613,753.16 9%	\$	3,832,006.93 9%			\$	17,036,699.09 8%
BAB Fund (\$) Percentage of Total Funds (%)	\$	9,159,236.93 22%	\$	9,245,071.15 22%			\$	46,348,714.40 23%
Reserve Fund (\$) Percentage of Total Funds (%)	\$	9,000,000.00 22%	\$	9,000,000.00 22%			\$	45,000,000.00 22%
TOTAL FUNDS (\$)	\$	41,224,042.54	\$	41,490,408.21			\$	203,125,011.86



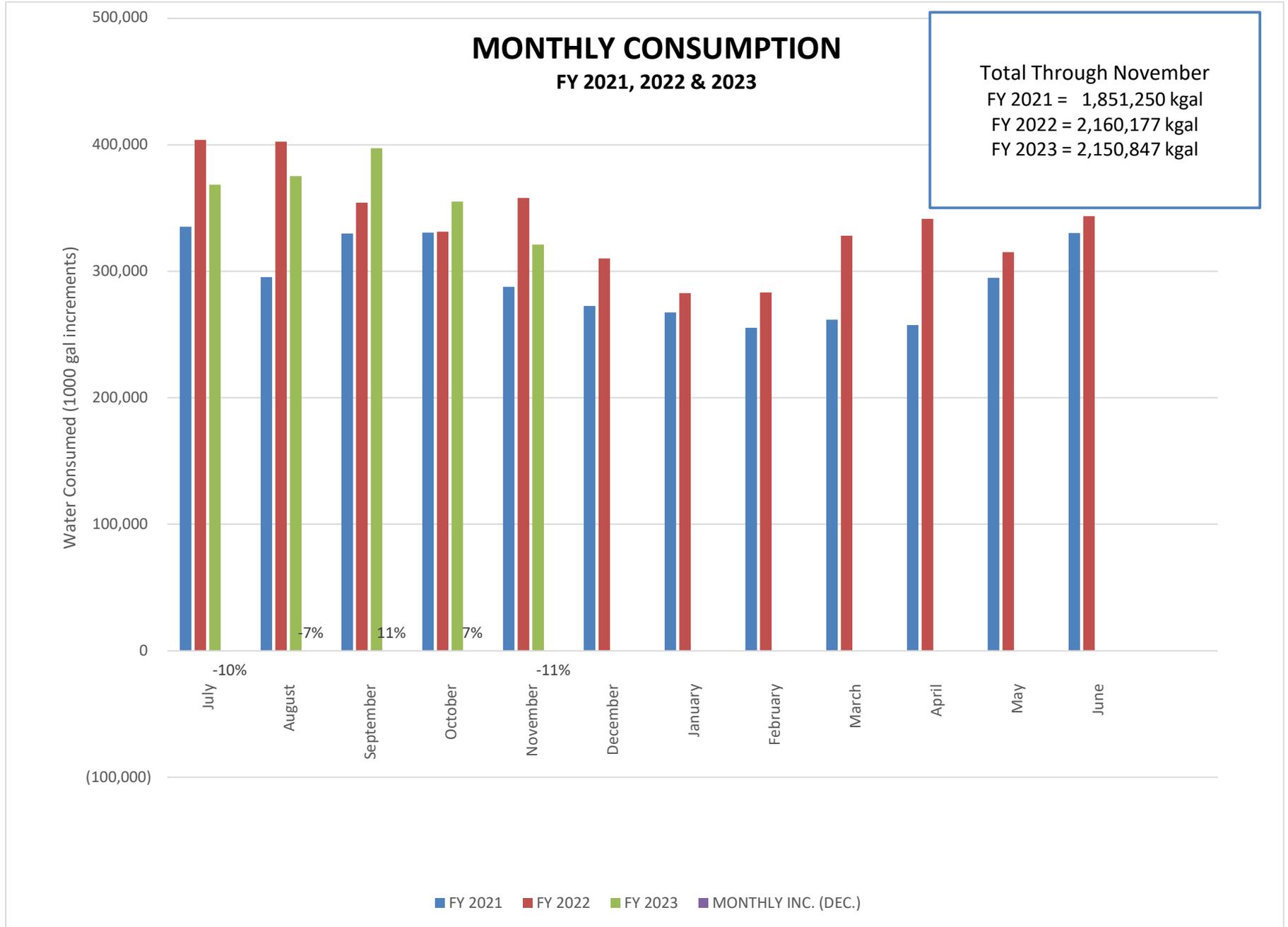
1. DEPT OF WATER, COUNTY OF KAUAI NEW
For the Eleven Months Ending Sunday, November 30, 2022

Assets and Deferred Outflows

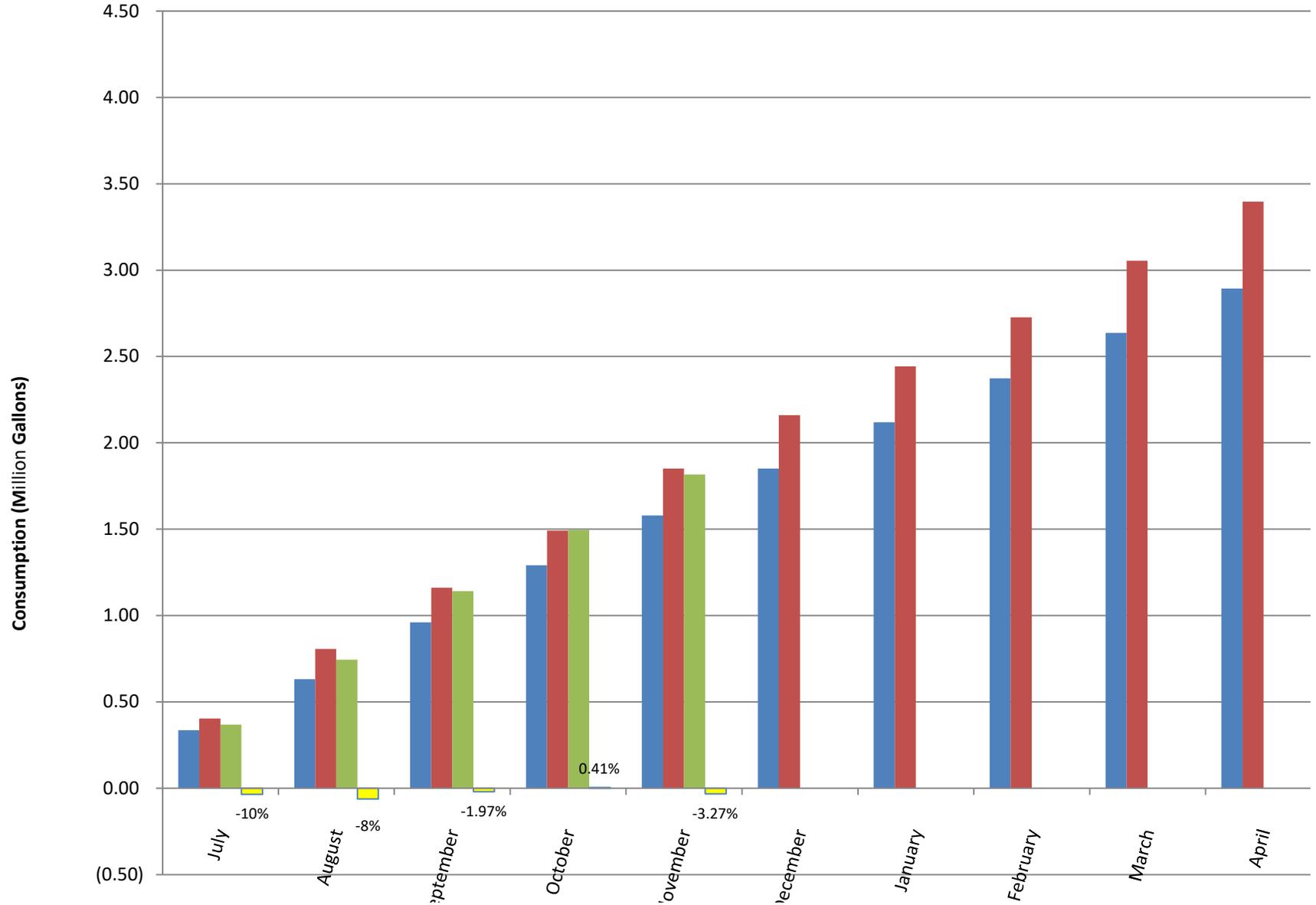
	Nov-22
Current Assets	
Cash	4,315,453
Equity interest in pooled investments	8,766,327
Receivables:	
Accounts, net of allowance for doubtful accounts	1,623,304
Due from other funds	
Unbilled accounts	1,433,159
Grants and subsidies	696,240
Accrued interest	138,025
Total receivables	<u>3,890,728</u>
Materials and supplies	1,001,937
Prepaid expenses	53,677
Total current asset	<u>18,028,121</u>
Restricted Assets:	
Facility reserve charge funds:	
Cash	3,511,635
Equity interest in pool investments	
Accounts receivable and other	312,521
Total facility reserve charge funds	<u>3,824,156</u>
Bond funds:	
Cash	1,022,596
Equity interest in pooled investments	8,171,306
Accrued interest	51,169
Total bond funds	<u>9,245,071</u>
Total restricted assets	<u>13,069,227</u>
Equity Interest in Pooled Investment - Noncurrent	
Investment - Non-Current	26,664,177
Investment - Reserves	9,000,000
Total Equity Interest in Pooled Investment - Noncurrent	<u>35,664,177</u>
Utility Plant:	
In service	361,866,206
Accumulated depreciation	(132,220,199)
Total utility plant	<u>229,646,008</u>
Construction work in progress	9,283,778
Total property, plant and equipment	<u>238,929,786</u>
Total assets	<u>305,691,311</u>

1. DEPT OF WATER, COUNTY OF KAUAI NEW
For the Eleven Months Ending Sunday, November 30, 2022

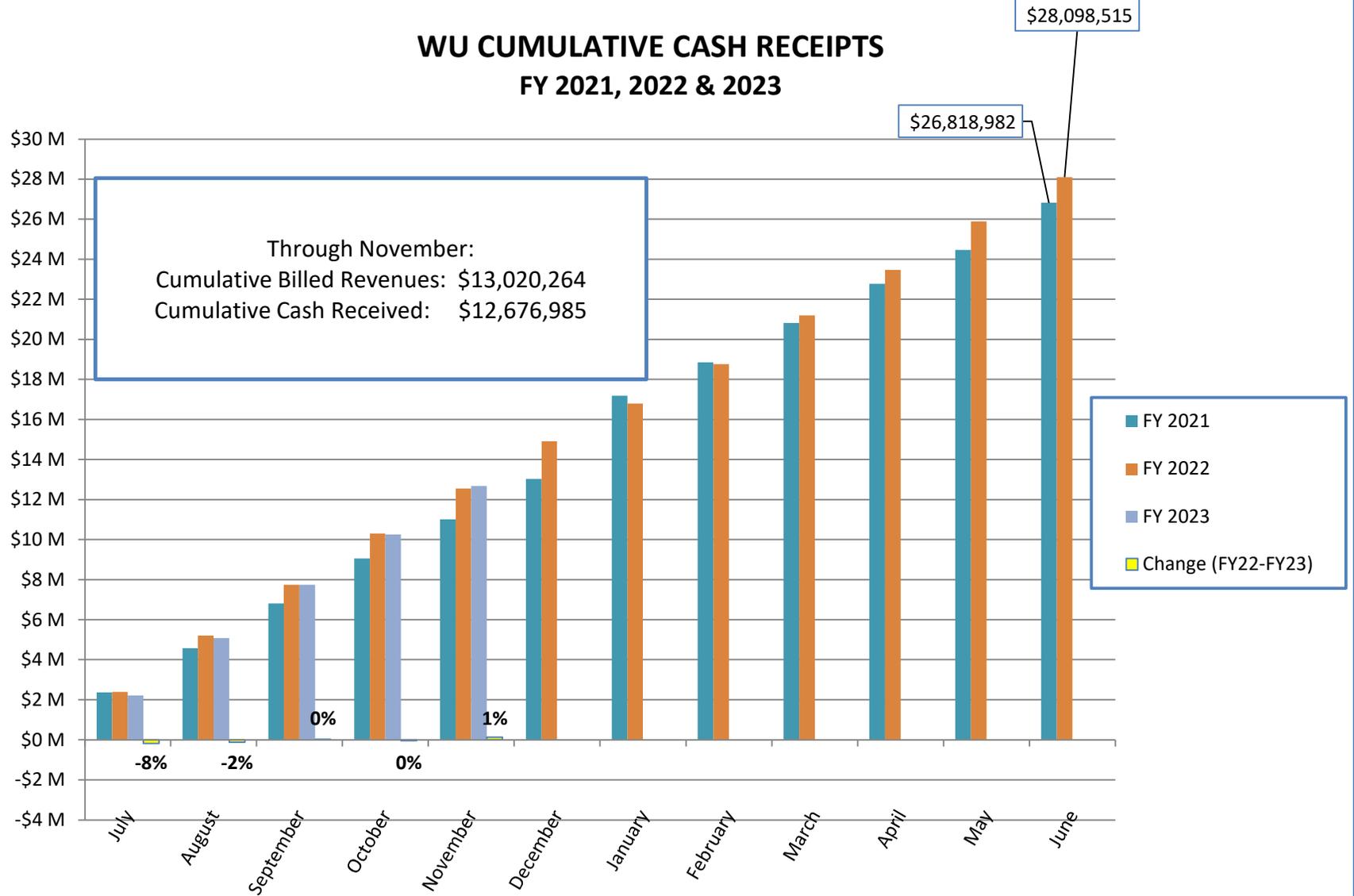
Deferred Outflow of Resources - Deferred Refunding Costs, net	6,883,605
Total assets and deferred outflows	312,574,916
*Allowance for doubtful accounts	(207,542.23)
<u>Liabilities and Net Position</u>	
Current Liabilities:	
Accounts payable and accrued liabilities	2,542,848
Contracts payable, including 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



YTD CUMULATIVE WATER CONSUMPTION FY 2021, 2022 & 2023

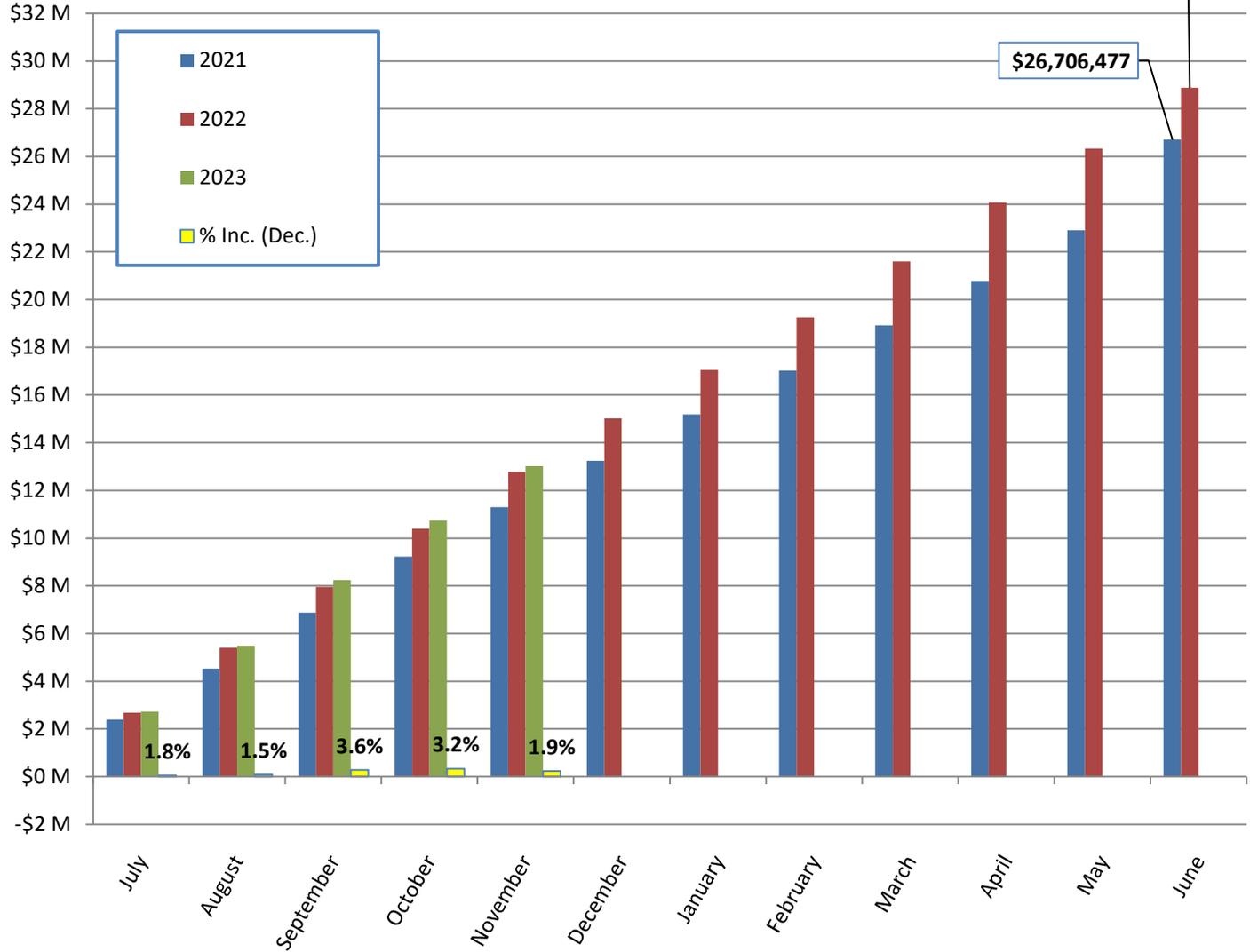


WU CUMULATIVE CASH RECEIPTS FY 2021, 2022 & 2023



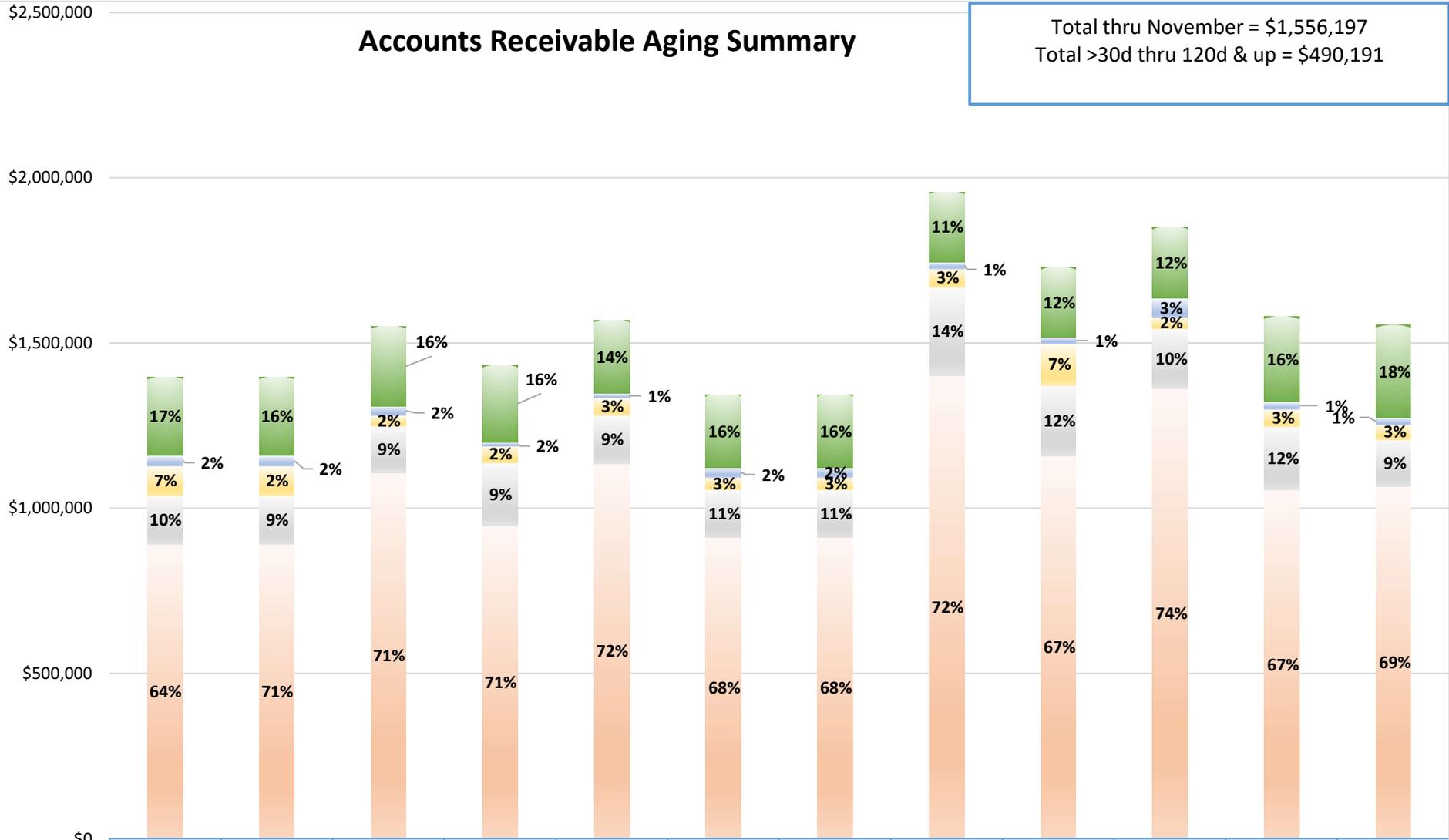
Note:

CUMULATIVE BILLED REVENUES FY 2021, 2022 & 2023



Accounts Receivable Aging Summary

Total thru November = \$1,556,197
 Total >30d thru 120d & up = \$490,191



	Jan-22	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22
121 days and over	\$238,389	\$238,389	\$241,358	\$232,210	\$220,795	\$221,053	\$221,053	\$211,003	\$211,010	\$213,346	\$259,201	\$282,645
91-120 days	\$31,305	\$31,305	\$27,490	\$12,167	\$14,142	\$30,088	\$30,088	\$20,731	\$19,444	\$58,019	\$21,476	\$20,373
61-90 days	\$90,933	\$90,933	\$33,108	\$51,517	\$51,435	\$38,119	\$38,119	\$57,214	\$125,977	\$35,358	\$53,519	\$45,082
31-60 days	\$145,059	\$145,059	\$142,017	\$190,304	\$147,763	\$143,026	\$143,026	\$266,490	\$214,131	\$180,799	\$191,679	\$142,091
0-30 days	\$892,283	\$892,283	\$1,106,268	\$946,677	\$1,134,531	\$912,477	\$912,477	\$1,401,627	\$1,158,032	\$1,361,650	\$1,055,259	\$1,066,006



Department of Water, County of Kauai
 Monthly Budget Summary vs. Actual
 SUMMARY
 7/31/2022

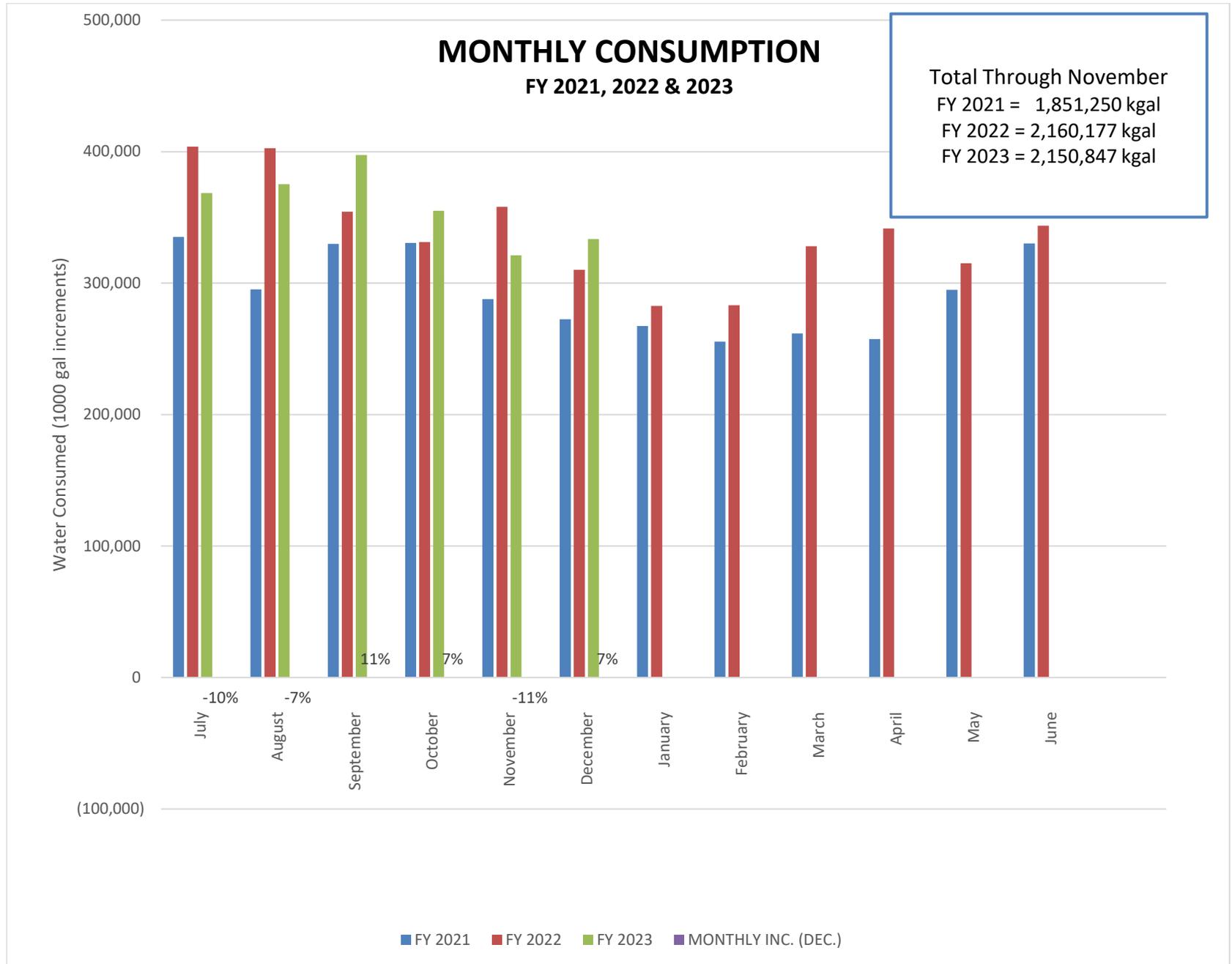
	Dec-22				FY 2023			
	Original Budget	Revised Budget	Actual	Variance	Revised YTD Budget	YTD Actual	*Variance	Variance %
I. OPERATING BUDGET								
Revenue								
Water Sales	\$2,548,205.00	\$2,548,205.00	\$2,335,286.66	(\$212,918.34)	\$15,289,230.00	\$15,225,073.66	(\$64,156.34)	(0.%)
Other Water Revenue Total	195,970.00	195,970.00	199,034.47	\$3,064.47	1,175,820.00	1,186,595.43	\$10,775.43	1.%
Capital Contributions Total	2,265,432.00	2,265,432.00	61,385.94	(\$2,204,046.06)	13,592,592.00	368,315.64	(\$13,224,276.36)	(97.%)
Investment Income Total	25,000.00	25,000.00	38,077.41	\$13,077.41	100,000.00	281,988.86	\$181,988.86	182.%
Miscellaneous Revenues Total	709.00	709.00	97.65	(\$611.35)	4,254.00	2,227.37	(\$2,026.63)	(48.%)
Grand Total	5,035,733.00	5,035,733.00	2,633,882.13	(2,401,850.87)	30,164,398.00	17,064,200.96	(13,100,197.04)	(43.%)
Expenses								
Employee-Related Expenses								
Salaries and Wages (includes Leaves & CTO)	631,092.00	631,092.00	475,817.74	(155,274.26)	3,786,552.00	2,864,267.32	(922,284.68)	(24.%)
Temporary Assignment	5,042.00	5,042.00	5,886.34	844.34	30,252.00	33,303.99	3,051.99	10.%
Overtime	42,784.00	42,784.00	55,122.42	12,338.42	256,704.00	308,546.34	51,842.34	20.%
Standby	16,250.00	16,250.00	18,828.00	2,578.00	97,500.00	103,620.74	6,120.74	6.%
FICA	51,563.00	51,563.00	40,199.34	(11,363.66)	309,378.00	239,900.93	(69,477.07)	(22.%)
Retirement Contribution	159,768.00	159,768.00	123,329.23	(36,438.77)	958,608.00	728,832.66	(229,775.34)	(24.%)
Life & Health Insurance	55,770.00	55,770.00	48,776.79	(6,993.21)	334,620.00	286,516.25	(48,103.75)	(14.%)
Post Employment Benefits (OPEB)	88,168.00	88,168.00	115,315.38	27,147.38	529,008.00	679,463.72	150,455.72	28.%
Total Employee-Related Expenses	1,050,437.00	1,050,437.00	883,275.24	(167,161.76)	6,302,622.00	5,244,451.95	(1,058,170.05)	(17.%)
Contracts & Services								
Professional Services-General	362,758.00	362,758.00	13,385.52	(349,372.48)	2,176,548.00	290,557.18	(1,885,990.82)	(87.%)
Professional Services-Accounting & Auditing	10,000.00	10,000.00	8,000.00	(2,000.00)	60,000.00	88,000.00	28,000.00	47.%
Other Services-General	6,434.00	6,434.00	4,543.71	(1,890.29)	38,604.00	104,715.70	66,111.70	171.%
Other Services-Billing Costs	19,483.00	19,483.00	0.00	(19,483.00)	116,898.00	35,455.05	(81,442.95)	(70.%)
Public Relations-General	7,579.00	7,579.00	6,281.65	(1,297.35)	45,474.00	43,616.62	(1,857.38)	(4.%)
Procurement Advertising	417.00	417.00	0.00	(417.00)	2,502.00	0.00	(2,502.00)	(100.%)
Communication Services	7,319.00	7,319.00	9,330.96	2,011.96	43,914.00	49,934.24	6,020.24	14.%
Freight and Postage	667.00	667.00	-0.46	(667.46)	4,002.00	2,593.22	(1,408.78)	(35.%)
Rentals and Leases	12,801.00	12,801.00	6,204.57	(6,596.43)	76,806.00	18,989.03	(57,816.97)	(75.%)
Insurance	10,833.00	10,833.00	0.00	(10,833.00)	64,998.00	0.00	(64,998.00)	(100.%)
County Service Charge	183,470.00	183,470.00	184,608.50	1,138.50	1,100,820.00	1,107,651.00	6,831.00	1.%
Repairs and Maintenance-Water System	30,000.00	30,000.00	7,352.00	(22,648.00)	180,000.00	141,131.85	(38,868.15)	(22.%)
Repairs and Maint-Non Water System	111,208.00	111,208.00	58,075.28	(53,132.72)	667,248.00	217,032.59	(450,215.41)	(67.%)
Total Contracts & Services	762,969.00	762,969.00	297,781.73	(465,187.27)	4,577,814.00	2,099,676.48	(2,478,137.52)	(54.%)
Utility Services								
Fuel	262,291.00	262,291.00	243,728.47	(18,562.53)	1,049,164.00	1,554,065.16	504,901.16	48.%
Total Fuel & Utilities	14,583.00	14,583.00	14,549.12	(33.88)	58,332.00	79,401.54	21,069.54	36.%
	276,874.00	276,874.00	258,277.59	(18,596.41)	1,107,496.00	1,633,466.70	525,970.70	47.492%
Bulk Water Purchase								
Bulk Water Purchase	159,849.00	159,849.00	157,656.10	(2,192.90)	639,396.00	774,277.70	134,881.70	21.%
Total Bulk Water Purchase	159,849.00	159,849.00	153,478.00	(6,371.00)	639,396.00	307,534.00	(331,862.00)	(52.%)

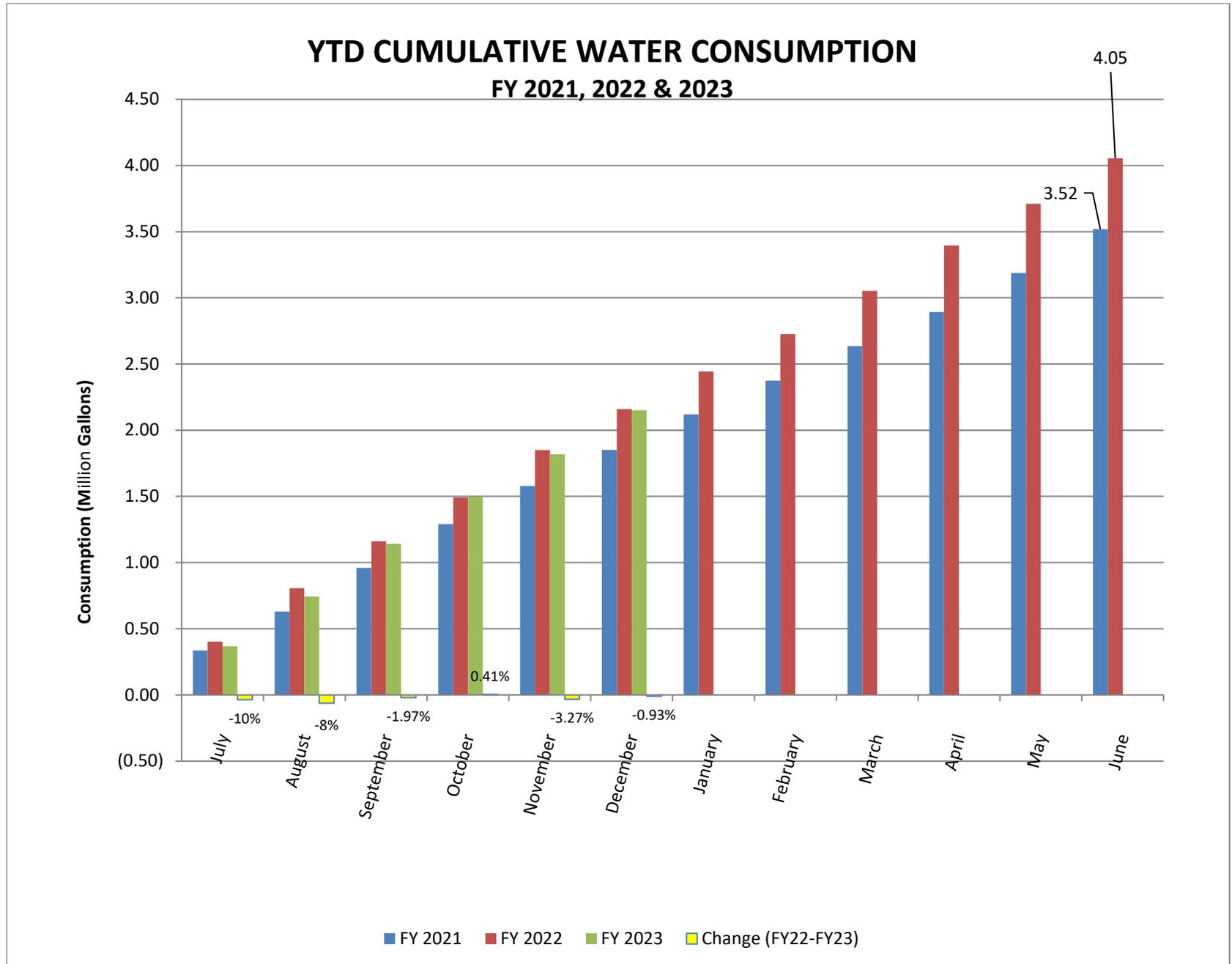


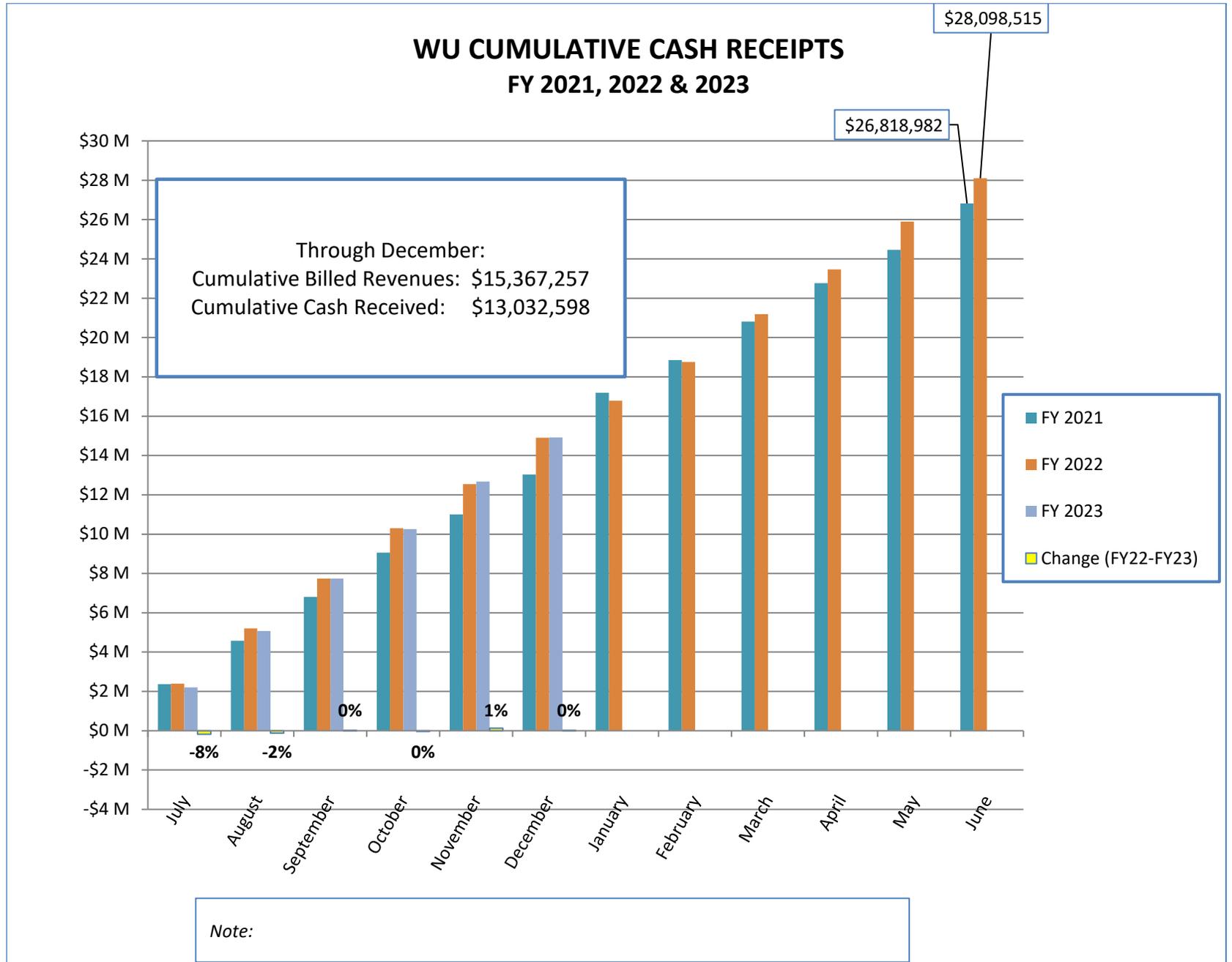
December 2022

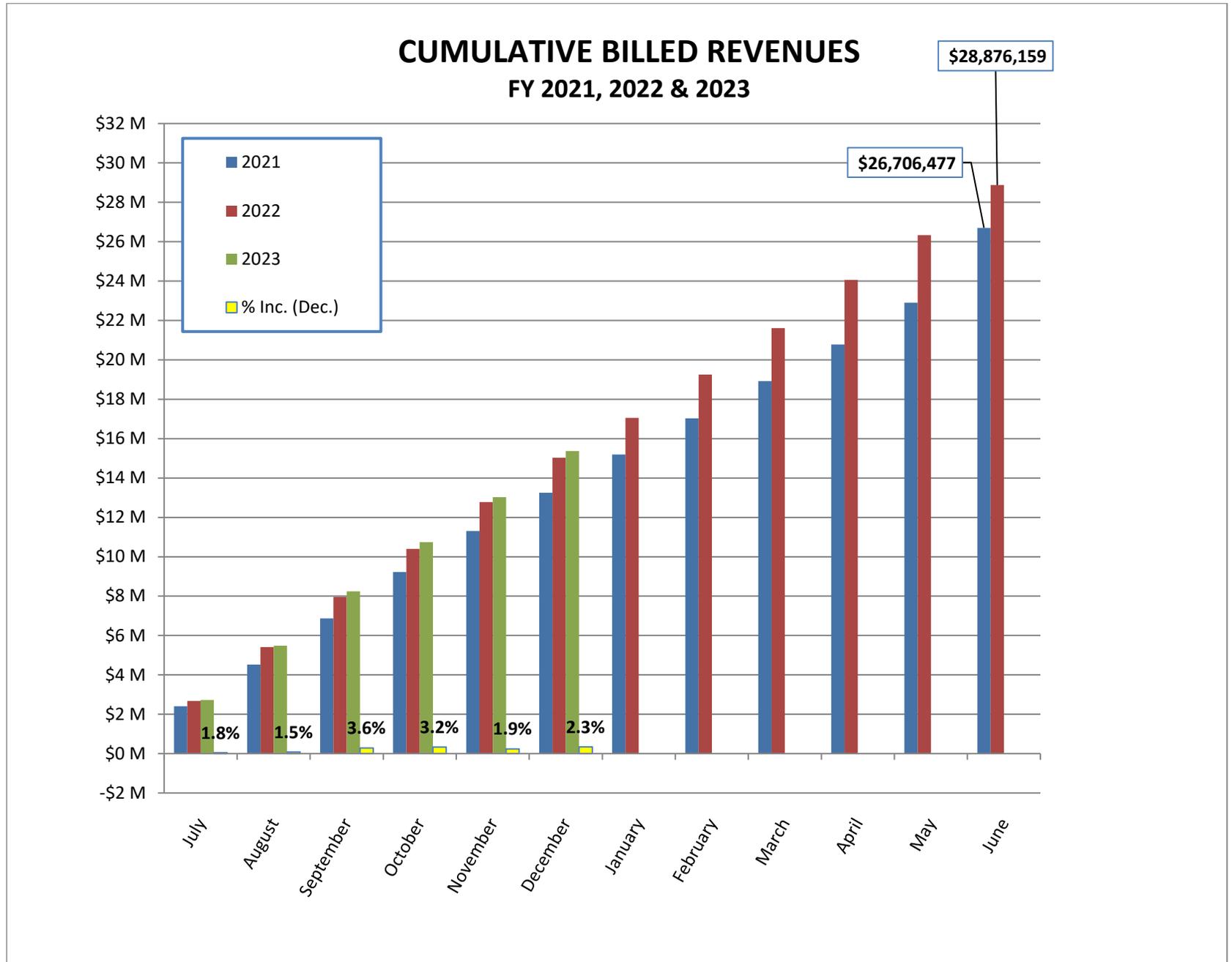
Department of Water, County of Kauai
 Monthly Budget Summary vs. Actual
 SUMMARY
 7/31/2022

Office & Operating Supplies								
Office Supplies	2,417.00	2,417.00	1,046.04	(1,370.96)	14,502.00	5,366.82	(9,135.18)	(63.%)
Operating Supplies	53,533.00	53,533.00	49,763.66	(3,769.34)	321,198.00	347,687.34	26,489.34	8.%
Books, Subscriptions and Dues	2,500.00	2,500.00	726.07	(1,773.93)	15,000.00	7,028.07	(7,971.93)	(53.%)
Books, Subscriptions and Dues - Board	50.00	50.00	0.00	(50.00)	300.00	0.00	(300.00)	(100.%)
Total Office & Operating Supplies	58,500.00	58,500.00	51,535.77	(6,964.23)	351,000.00	360,082.23	9,082.23	3.%
Training, Travel & Meeting Expenses								
Training and Development	7,426.00	7,426.00	5,111.52	(2,314.48)	44,556.00	19,564.41	(24,991.59)	(56.%)
Travel and Per Diem	13,593.00	13,593.00	4,625.65	(8,967.35)	81,558.00	23,022.96	(58,535.04)	(72.%)
Travel and Per Diem - Board	1,104.00	1,104.00	0.00	(1,104.00)	6,624.00	1,845.98	(4,778.02)	(72.%)
Meeting Expense	3,514.00	3,514.00	1,269.00	(2,245.00)	21,084.00	7,366.07	(13,717.93)	(65.%)
Meeting Expense - Board	542.00	542.00	0.00	(542.00)	3,252.00	181.26	(3,070.74)	(94.%)
Total Training, Travel & Meeting Expenses	26,179.00	26,179.00	11,006.17	(15,172.83)	157,074.00	51,980.68	(105,093.32)	(67.%)
Debt Service								
Interest Expense	218,278.00	218,278.00	211,214.99	(7,063.01)	1,309,668.00	1,264,303.75	(45,364.25)	(3.%)
Total Interest Expense	218,278.00	218,278.00	211,214.99	(7,063.01)	1,309,668.00	1,264,303.75	(45,364.25)	(0.03)
Total Operating Expenses	2,553,086.00	2,553,086.00	1,866,569.49	(686,516.51)	14,445,070.00	10,961,495.79	(3,483,574.21)	(24.%)
Net Operating Income (Loss) Before Depreciation & Amortization	\$2,482,647.00	\$2,482,647.00	\$767,312.64	(\$1,715,334.36)	\$15,719,328.00	\$6,102,705.17	(\$9,616,622.83)	(\$0.19)
Depreciation & Amortization								
Depreciation	599,173.00	599,173.00	563,241.47	(35,931.53)	2,396,692.00	3,378,141.21	981,449.21	41.%
Amortization	19,655.00	19,655.00	11,307.11	(8,347.89)	78,620.00	61,152.04	(17,467.96)	(22.%)
Total Depreciation & Amortization	618,828.00	618,828.00	574,548.58	(44,279.42)	2,475,312.00	3,439,293.25	963,981.25	39.%
Net Operating Income (Loss)	1,863,819.00	1,863,819.00	192,764.06	(1,671,054.94)	13,244,016.00	2,663,411.92	(10,580,604.08)	(0.58)
Non Operating Proceeds								
FRC-Facility Reserve Charge	66,667.00	66,667.00	128,056.18	61,389.18	400,002.00	1,271,269.74	871,267.74	218.%
Total Non Operating Proceeds	66,667.00	66,667.00	128,056.18	61,389.18	400,002.00	1,271,269.74	871,267.74	218.%
Transfers Out(In) to Other Funds								
Debt Principal Payment	413,456.92	413,456.92	0.00	(413,456.92)	2,480,741.52	4,052,431.60	1,571,690.08	63.%
Net Proceeds (Expenditures)	1,517,029.08	1,517,029.08	320,820.24	(1,196,208.84)	11,163,276.48	(117,749.94)	(11,281,026.42)	(101.%)
II. CAPITAL BUDGET								
Capital Projects (See Attached for Details)	3,300,243.00	3,300,243.00	5,791.00	(3,294,452.00)	19,801,458.00	532,420.00	(19,269,038.00)	(97.%)









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	
Unbilled accounts	1,433,159
Grants and subsidies	696,240
Accrued interest	138,025
Total receivables	<u>3,890,728</u>
Materials and supplies	1,001,937
Prepaid expenses	53,677
Total current asset	<u>18,028,121</u>
Restricted Assets:	
Facility reserve charge funds:	
Cash	3,511,635
Equity interest in pool investments	
Accounts receivable and other	312,521
Total facility reserve charge funds	<u>3,824,156</u>
Bond funds:	
Cash	1,022,596
Equity interest in pooled investments	8,171,306
Accrued interest	51,169
Total bond funds	<u>9,245,071</u>
Total restricted assets	<u>13,069,227</u>
Equity Interest in Pooled Investment - Noncurrent	
Investment - Non-Current	26,664,177
Investment - Reserves	9,000,000
Total Equity Interest in Pooled Investment - Noncurrent	<u>35,664,177</u>
Utility Plant:	
In service	361,866,206
Accumulated depreciation	(132,220,199)
Total utility plant	<u>229,646,008</u>
Construction work in progress	9,283,778
Total property, plant and equipment	<u>238,929,786</u>
Total assets	<u>305,691,311</u>

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)
<u>Liabilities and Net Position</u>	
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

DEPARTMENT OF WATER

County of Kaua'i

"Water has no Substitute – Conserve it!"

INFORMATION & EDUCATION SPECIALIST REPORT

January 26, 2023

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:

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

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 Kaohelaui'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 Kaumuali'i Elementary School – March 29, 2023

Project WET (Water Education Today) Hawaii

- Jonell Kaohelaulii 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

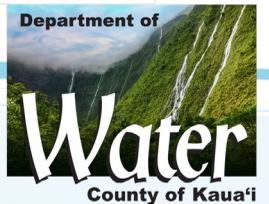
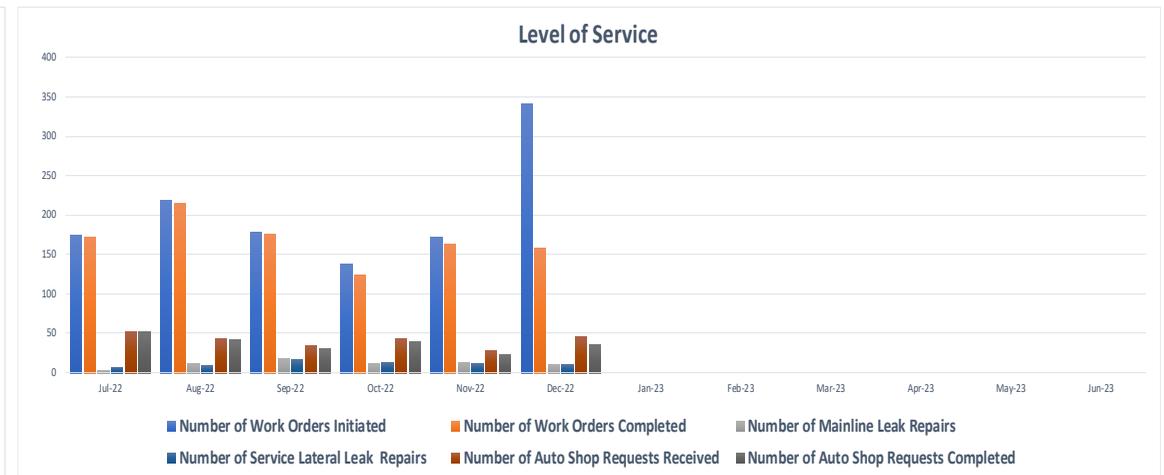
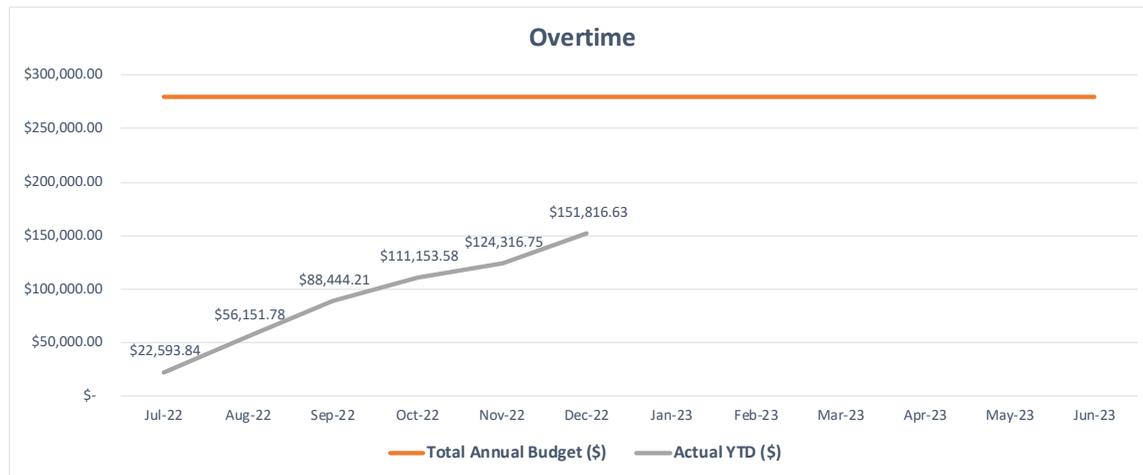
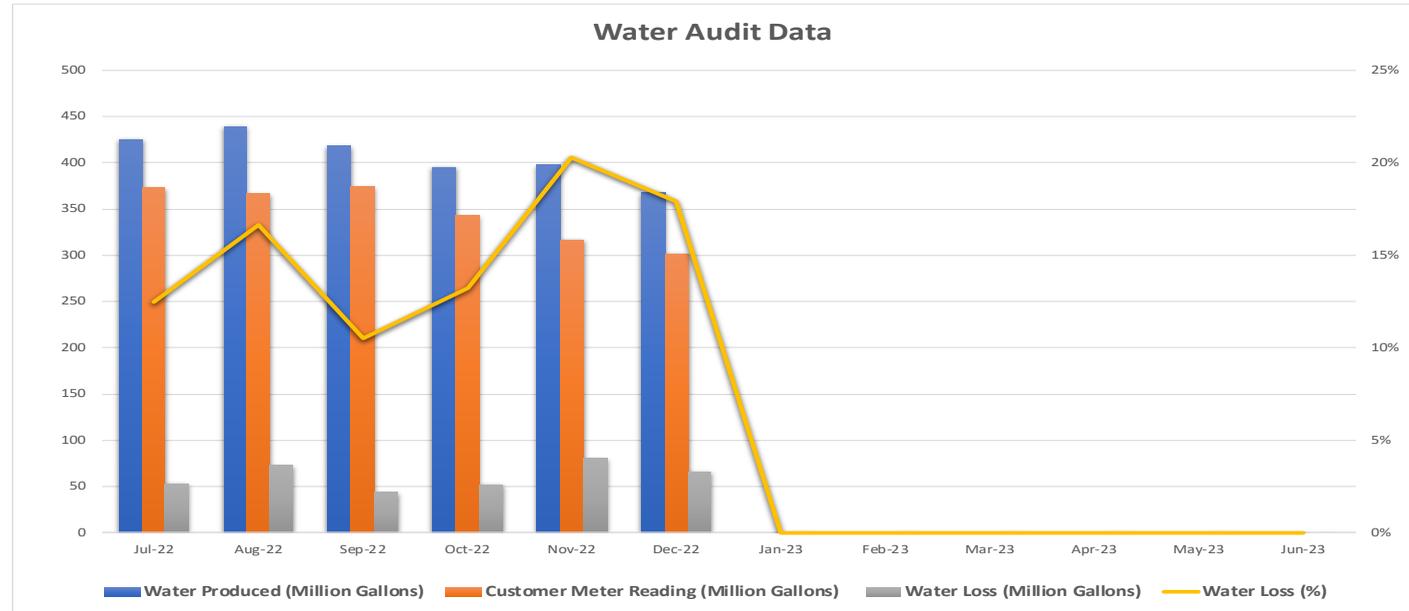
- The Oct-Dec. 2022 employee newsletter, As the Water Flows was published in December.



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%

OPERATIONS DASHBOARD



OPERATIONS

	Nov-22		Dec-22		Previous FY Year to Date		Current FY Year to Date	
STAFFING								
Budgeted Staff Vacancies	50	7	48	9			48	9
OVERTIME								
Budget (\$) Actual (\$)	\$ 23,283.33	\$13,163.17	\$ 23,283.33	\$27,499.88			\$ 139,700.00	\$151,816.63
FLEET MANAGEMENT								
# of Vehicles Active per day	35		40				12.5	
# of Vehicles Active per month	35		40				12.5	
METER PROGRAM								
# of Existing Meters Replaced	2		4				22	
# of Existing Meters Repaired	18		7				178	
# of New Meters Installed	6		9				59	
# of New Laterals Installed	2		1				14	

OPERATIONS

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WATER AUDIT

	Last Month	Current Month	Previous FY YTD	Current FY YTD
Water Produced (Million Gallons)	397.481	367.005		\$ 2,443.06
Customer Meter Reading (Million Gallons)	316.931	301.192		\$ 2,074.48
Water Loss (Million Gallons)	80.55	65.813		\$ 368.59
Water Loss %	20%	18%		15%
Water Loss \$	\$ 99,432.53	\$ 81,240.88		\$ 454,989.93

LEVEL OF SERVICES

	Last Month		Current Month		Previous FY YTD	Current FY YTD
# of Work Orders Initiated	172		342			1223
# of Work Orders Completed	163		157			1007
# of Mainline Leak Repairs	12		10			64
# of Service Lateral Leak Repairs	11		10			66
# of Calls for Service	212		143			1134
# of Temporary Hydrant Meters Installed	1		1			12
# One Call Request Received Completed	11	11	39	39		148 148
# of Auto Shop Requests Received Completed	28	23	46	36		247 223
# of Hydrant Hits	5		1			14

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DEPARTMENT OF WATER
County of Kaua‘i

“Water has no substitute – Conserve It!”

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:

Account No.	10-40-00-604-999			
Acct Description	WU/Ops/Capital Outlay- R&R/Misc. Capital Purchases			
Funds Available	<i>Verified by WWC</i>		\$	335,000.00
	Additional Funds Per Approved Manager’s Report No. 23-19 (01/26/23)		\$	60,287.80
	Total Funds Available		\$	395,287.80
Contract No.	736			
Vendor	Allied Machinery Corporation			
	Contract Amount	\$	395,287.80	
	5% Contingency	\$	N/A	
	Total Funds Certified	\$	395,287.80	\$ <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, HAWAII**

FUNDING:

Account No.	10-40-00-604-999			
Acct Description	WU/Ops/Capital Outlay- R&R/Misc. Capital Purchases			
Funds Available	<i>Verified by WWC</i>		\$	1,657.68
Contract No.	716			
Vendor	Ronald N.S. Ho & Associates, Inc.			
	Contract Amount	\$	68,222.04	
	5% Contingency	\$	3,411.00	\$ 3,411.00
	Total Funds Certified To Date	\$	71,633.04	
			\$	5,068.68
Change Order No. 2:				
	Building Permit Process	\$	5,068.68	\$ <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:

Account No.	20-20-00-605-117 and 20-20-00-605-018		
Acct Description	FRC/Eng/Admin/Capital Outlay – Expansion/Capital Purchases (UH Experiment Station Tank)		\$ 300,000.00
Account No.	20-20-00-605-018		
Acct Description	FRC/Eng/Admin/Capital Outlay – Expansion/Capital Purchases (H-08, Drill & Test Hanalei Well)		\$16,649.00
Total Funds Available	<i>Verified by WWC</i>		\$ 316,649.00
Contract No.	567		
Vendor	Esaki Surveying and Mapping, Inc.		
	Contract Amount	\$ 38,500.00	
	5% Contingency	\$ 1,925.00	
	Total Funds Certified To Date	40,425.00	
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, KAUA'I, HAWAII

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

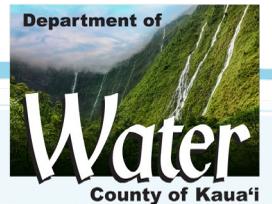
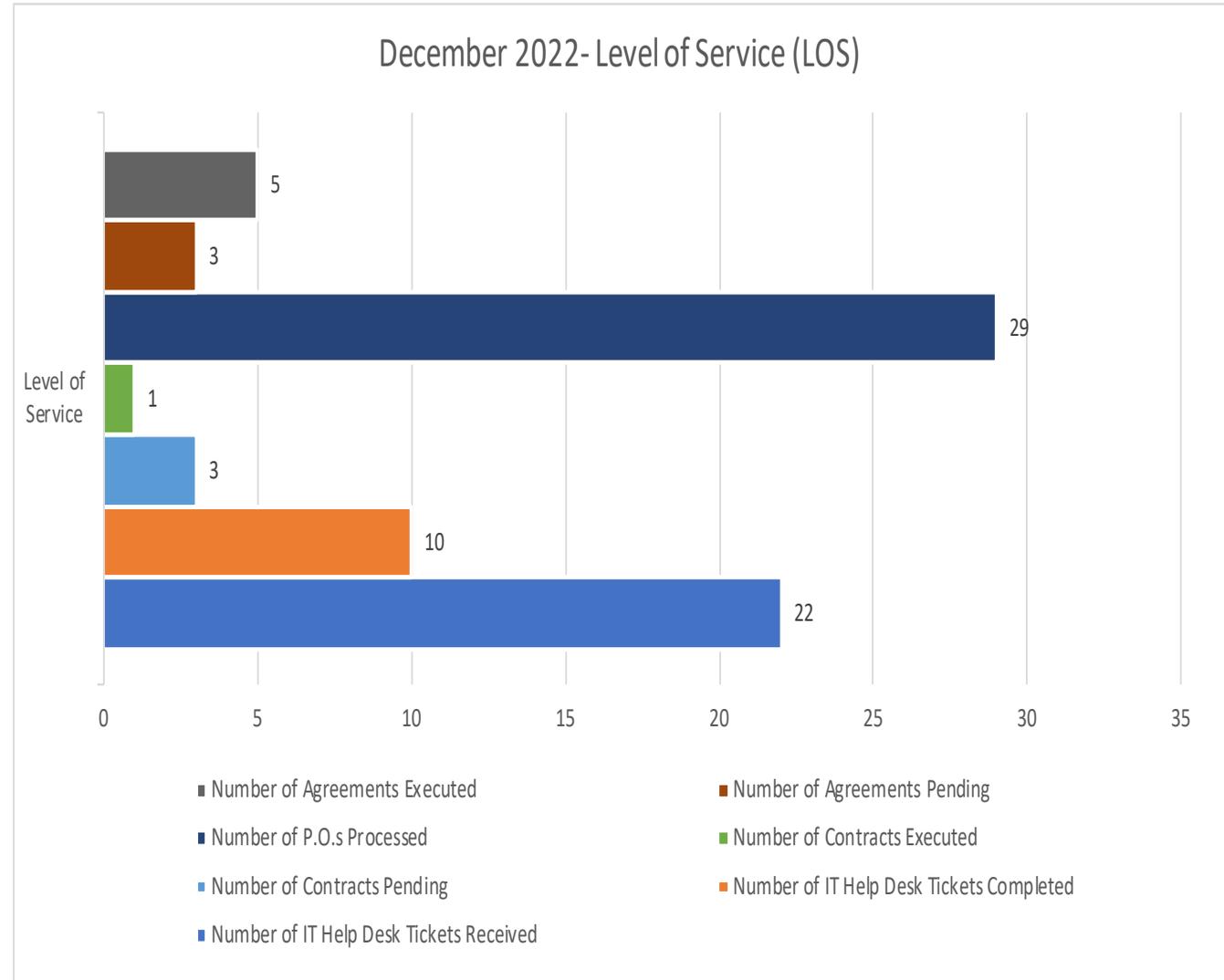
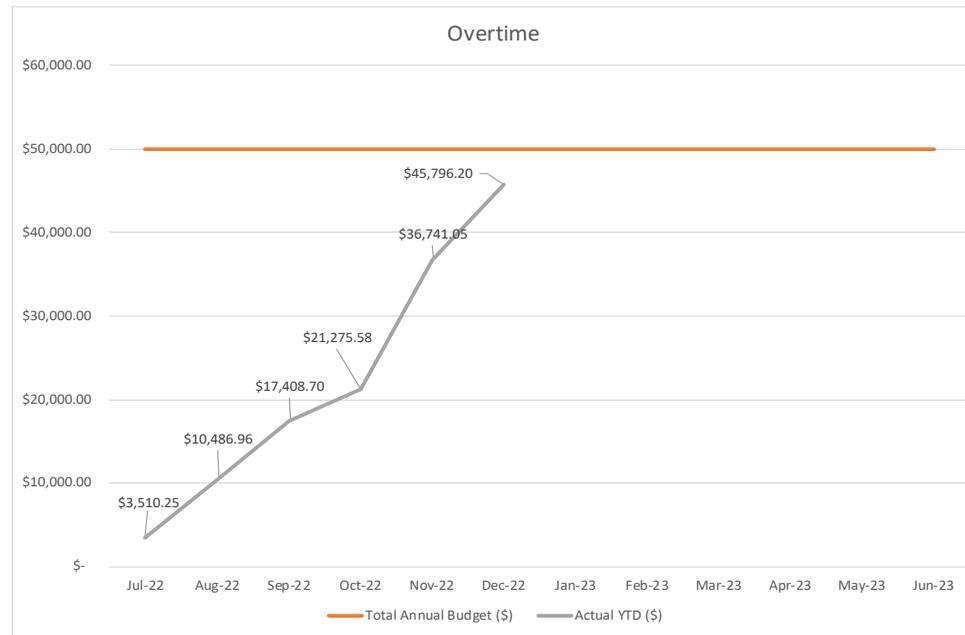
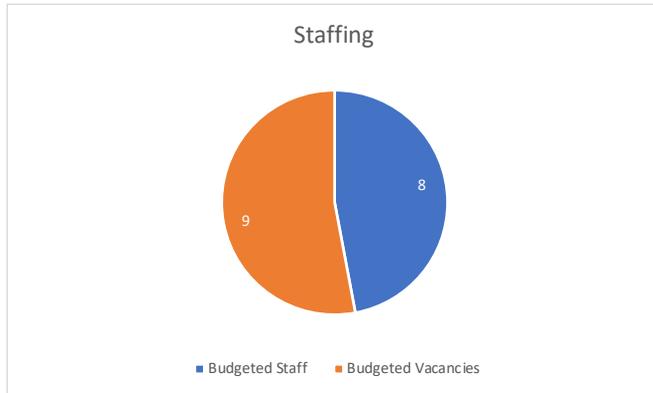
APPLICANT	TMK #	LOCATION
RAK TNC LLC	2-3-009:009	Kalaheo
Debra Van De Taeye Trust; Lawrence E. Widhelm Trust,; Todd & Victoria Gordon; Kaycee Parker; Michael Milne; Niumalu 2371 LLC	2-4-014:014	Kalaheo

PERSONNEL MATTERS

See Attached

Attachments: Monthly Division Dashboards

ADMINISTRATION DASHBOARD



ADMINISTRATION

	Nov-22		Dec-22		Previous FY YTD		Current FY YTD	
STAFFING								
Budgeted Staff vs Vacancies (Admin-HR-IT-PR)	11	6	8	9			8	9
OVERTIME								
Budget (\$) vs Actual (\$)	\$ 4,166.67	\$ 15,465.47	\$ 4,166.67	\$ 9,055.15			\$ 25,000.00	\$ 45,796.20

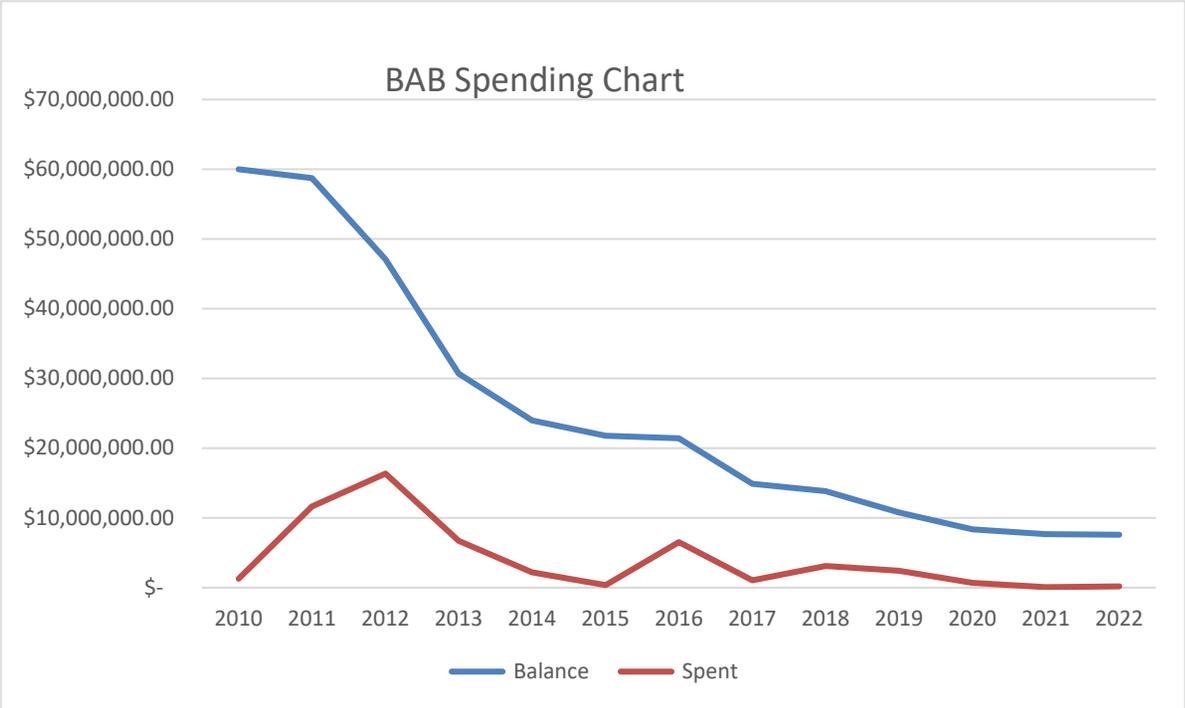
	Nov-22		Dec-22		Previous FY YTD		Current FY YTD	
LEVEL OF SERVICES								
# of IT Help Desk Tickets Received Completed	26	17	22	10			74	45
# of Legal Claims Outstanding Resolved	1	0	2	0			2	0
# of Contracts Pending Executed	2	1	3	1			3	2
# of Purchase Orders Processed	22		29				51	
# of Agreements Pending Executed	2	7	3	5			5	12
# of MOU MOA Pending	0	1	0	1			0	1
# of MOU MOA Executed	0	0	0	0			0	0
# of Customer Remarks	1		1				2	
# of Customer Compliments	2		0				2	

Note: DOW Dashboard data tracking started November 2022

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

QUARTERLY

REPORTS



COUNTY ATTORNEY QUARTERLY REPORT

This report is submitted pursuant to Board Policy No. 25.

CLAIMS SETTLED: None.

CLAIMS PENDING: Please see table below for pending claims.

Claimant(s)	Date of Loss	Filed with OCA	Date Closed	Basis of Claim	Claim Amount	Settled Amount	Corrective Action Recommendation
Soares, Calvin B.	7/25/2022	10/24	Pending	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.	\$143.73	Pending	Pending
John Mullen & Co, C/O DB Insurance Co. Ltd. Aso Kim Murriera	2/5/2021	11/30	Pending	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.	\$78,957.84	Pending	Pending

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

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

Accomplishments

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

Private Projects	October 2022 – December 2022
In Design Review	50
Design Approved	52
In Construction	14
Completed	21

Water Plan 2020 Construction Project Status

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

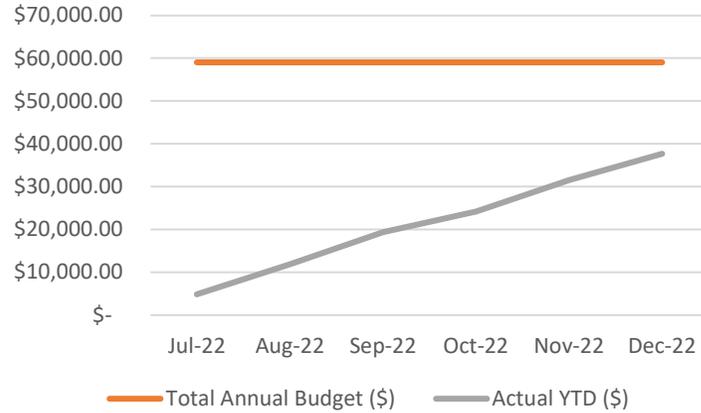
(5) \$2.6M State funding assistance

Supplemental Support Services

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

ENGINEERING DASHBOARD

Overtime

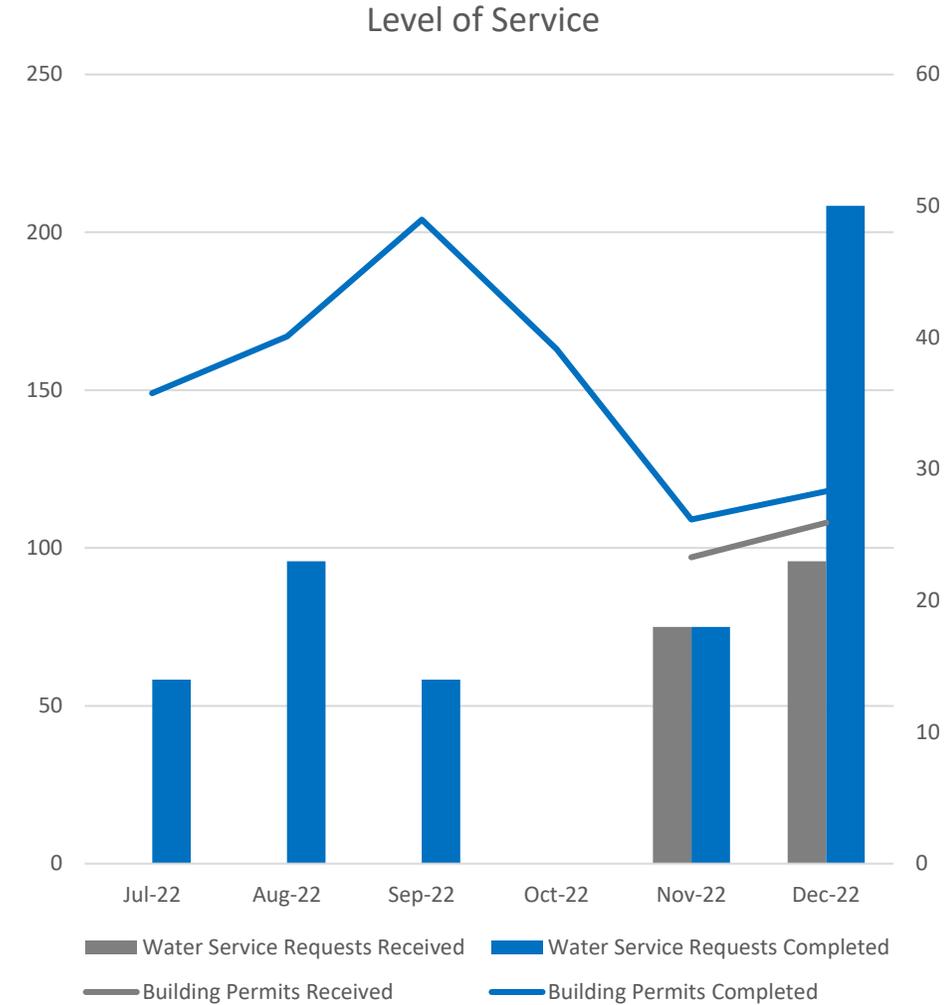


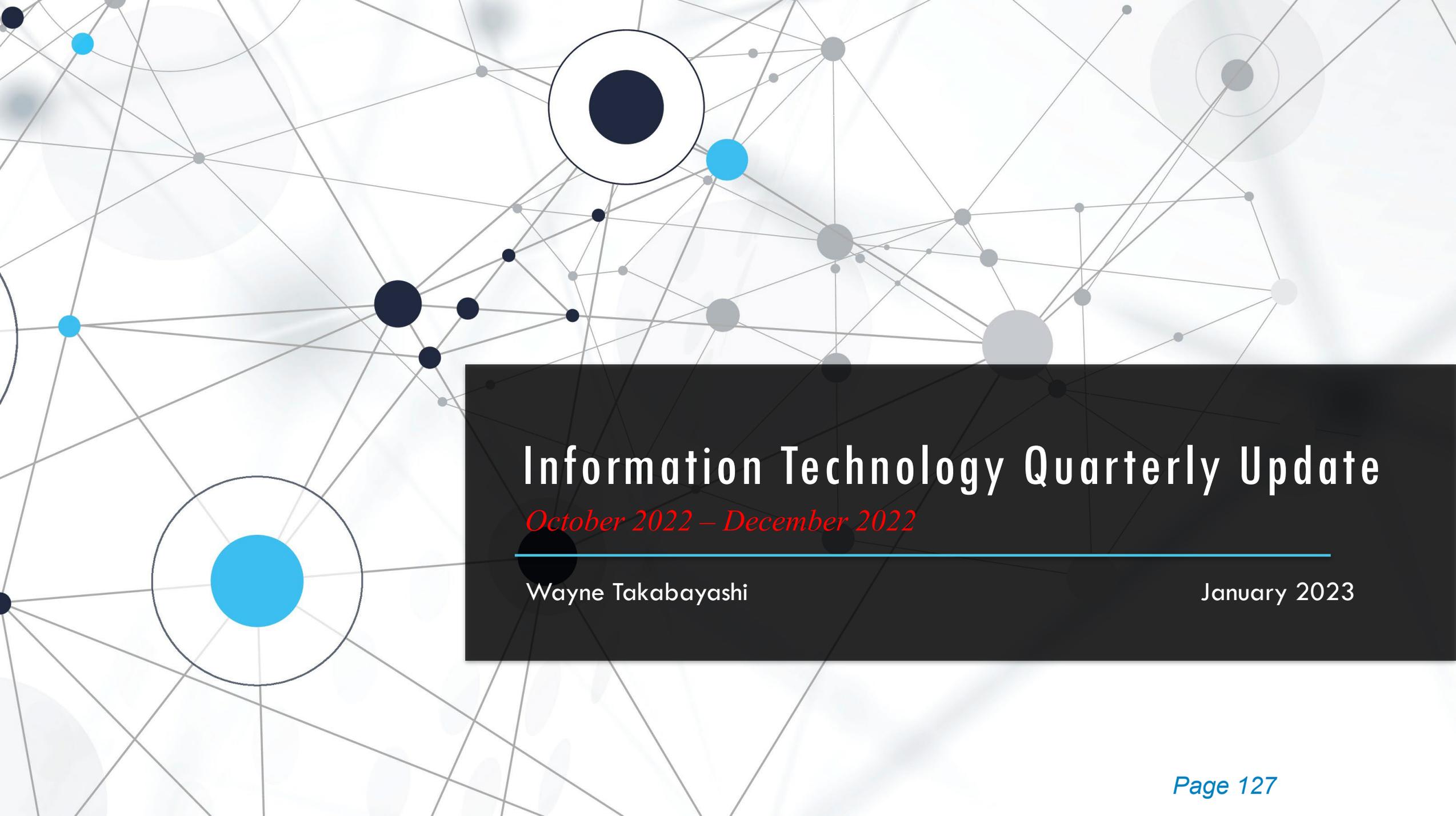
	Last Month		Current Month		Previous FY Year to Date		Current FY Year to Date	
STAFFING								
Budgeted Staff (\$) vs Vacancies (\$)	13	9	13	9			13	9
Professional Services: Total \$ Amount % of Division Budget		0%		0%				0%
OVERTIME								
Budget (\$) Actual (\$)	\$4,920	\$4,850	\$4,920	\$7,310			\$24,580	\$31,510

	Last Month		Current Month			Previous FY Year to Date			Current FY Year to Date		
PROJECT MANAGEMENT											
# of DOW Projects in Design In Construction	12	4	18	4				18	4		
# of DOW Projects completed	0		0						0		
# of Private Projects in Design Design Approved In construction	48	48	13	50	52	14			50	100	14
# of Private Projects Construction Completed	21		21						42		

ENGINEERING

	Last Month		Current Month		Previous FY Year to Date		Current FY Year to Date	
LEVEL OF SERVICE								
Number of Customer Requests Received Completed by Type								
Subdivision Applications, Zoning, Land Use and Variance Permits	0	17	8	5			8	46
ADU/ARU Clearance Applications	2	2	4	4			48	48
Building Permits	97	109	108	118			205	910
Water Service Requests	18	18	23	50			41	119
Government Records Request	1	1	1	1			4	3
Backflow Inspection # of Devices Tested	106		77				595	
Average Response Time to Customer Requests by Type (Days)								
ADU/ARU Clearance Applications								
Building Permits								
Water Service Requests								





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

IT FOCUS: ISSUES AND TIMELINES

- 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