

BOARD OF WATER SUPPLY, COUNTY OF KAUAI

On March 16, 2020, Governor David Y. Ige issued a Supplementary Emergency Proclamation related to COVID-19 which suspended Chapter 92 of the Hawai'i Revised Statutes ("HRS"), relating to Public Agency Meetings and Records (commonly referred to as the Sunshine Law) to the extent necessary in order to enable boards to conduct business in-person or through remote technology without holding meetings open to the public. Boards shall consider reasonable measures to allow public participation consistent with social distancing practices, such as providing notice of meetings, allowing the submission of written testimony on items which have been posted on an agenda, live streaming of meetings, and posting minutes of meetings online. No board deliberation or action shall be invalid, if such measures are not taken.

In accordance with the Governor's Proclamations including the stay-at-home order and the Mayor's Proclamations and Emergency Rules, the Board of Water Supply meetings will be conducted as follows until further notice:

- Board meetings will be held via remote technology to be consistent with social distancing practices and stay-at-home orders.
- Board members and/or resource individuals may appear via remote technology.
- Board meetings will continue to be noticed pursuant to HRS Chapter 92.
- Written testimony on any agenda item will continue to be accepted.
 - Written testimony may be submitted to Edie Ignacio-Neumiller, the Commission Support Clerk via email at eineumiller@kauaiwater.org by the close of business the day before the Board meeting is scheduled or mailed to the Board of Water Supply at 4398 Pua Loke Street, Lihu'e, Kaua'i, Hawai'i 96766 with attention to the Commission Support Clerk. The public is asked to please provide sufficient time if mailing in public testimony.
 - Oral testimony may be submitted by leaving a voice message at (808) 245-5412.
 - The Commission Support Clerk will provide electronic copies of public testimony received, if any, to the Board members prior to the start of the meeting.
- Board meeting minutes will continue to comply with HRS Chapter 92 and be posted to the Board's website at http://www.kauaiwater.org/cp_waterboard_agendas.asp.

For more information on COVID-19 and to access the Governor's Proclamations please visit: <https://hawaiicovid19.com/>.

For County of Kaua'i information, including the Mayor Kawakami's daily updates, Proclamations, and Emergency Rules, please visit: <http://www.kauai.gov/COVID-19>.

BOARD OF WATER SUPPLY of the COUNTY OF KAUAI

REGULAR MEETING

Board Room, Second Floor, Department of Water
4398 Pua Loke Street, Lihue, Kauai, Hawaii 96766

Thursday, September 24, 2020
10:00 a.m. or soon thereafter

PUBLIC ACCESS: +1-415-655-0001 United States Toll
Access code: 126 046 7787# Password: 4398#

To listen live to the Regular Board meeting, members of the public may use the public access number and enter the access code. No live public testimony will be received. If members of the public require technical assistance with please contact: informationtechnology@kauaiwater.org

- A. CALL TO ORDER
- B. ROLL CALL
- C. ACCEPTANCE OF AGENDA
- D. MEETING MINUTES
Review and Approval of:
Regular Board Meeting – August 27, 2020

Review and Approval of:
Executive Session Meeting – August 27, 2020
- E. CORRESPONDENCE/ANNOUNCEMENTS/PUBLIC TESTIMONY
- F. BOARD COMMITTEE & PERMITTED INTERACTION GROUP REPORTS
 - 1. Report of the Permitted Action Group of the Kauai County Board of Water Supply
To be “Received for the Record”
- G. OLD BUSINESS
 - 1. Manager’s Report No. 20-41 - Waiahi Surface Water Treatment Plant Renovation
Construction Cost Progress Report (*Update*)
- H. NEW BUSINESS
 - 1. Manager’s Report No. 21-06 - Discussion and Possible Action on approval of funds for
Contract No. 427, Job No. 02-14, WP2020 WK-08 Kapa’a Homesteads 325’ Tanks –
Two 0.5 Million Gallon (MG) Storage Tanks, Kapa’a, with Belt Collins Hawaii, LLC in
the amount of \$40,978.70
 - 2. Manager’s Report No. 21-07 - Discussion and Possible Action on the 7th Amendment to
Contract No. 666 to extend the Information Technology Support Services with Brio
Consulting, LLC until January 31, 2021 for an additional amount of \$160,000.00

I. CONSENT CALENDAR

1. Manager's Report No. 21-08 - Discussion and Possible Action to approve a Grant of Easement Agreement for Construction Plans for Commercial Site, Kōloa Village, LLC affecting the following:
 - a. Koloa Village, LLC, TMK: (4) 2-8-008:001, Kōloa, Kaua'i, Hawai'i
2. Manager's Report No. 21-09 – Discussion and Possible Action to approve a Grant of Easement Agreement for Construction Plans for Lot 114-A-1, TMK: (4) 2-3-012:003, Kalāheo Homesteads affecting the following:
 - a. Guy A. Mechlem, Trustee of the Guy A. Mechlem and Jennifer M. Mechlem Revocable Living Trust dated March 6, 2002
 - b. Jennifer M. Mechlem, Trustee of the Guy A. Mechlem and Jennifer M. Mechlem Revocable Living Trust dated March 6, 2002
 - c. Richard Waalani Jr.
 - d. Michael A. Dahilig
 - e. Brandon S. Tengan and Nikki N. Tengan, husband and wife
 - f. Hanakekala, LLC, a Hawaii limited liability company
 - g. Hoihui, LLC, a Hawaii limited liability company
 - h. Dean S. Marugame and Nilda C. Marugame, husband and wife
 - i. Julius and Gloria Crescines, husband and wife
3. Manager's Report No. 21-10 – Discussion and Possible Action to approve a Grant of Easement Agreement for Kulana Subdivision Onsite Water System, Phase I, affecting the following:
 - a. Kulana Association of Apartment Owners, TMK: (4) 4-3-011:001, Kapa'a, Kaua'i, Hawai'i
4. Manager's Report No. 21-11 – Discussion and Possible Action to approve the Conveyance of Water Facility from Kulana Association of Apartment Owners, for the Kulana Subdivision Onsite Water System, Phase I, TMK: (4) 4-3-011:001, Kapa'a, Kaua'i, Hawai'i

J. STAFF REPORTS MONTHLY

1. Discussion and Receipt of the Kaua'i County Water Department's Statement of Revenues and Expenditures
 - a. August Monthly Summary Budget
 - b. Accounts Receivable Aging Summary
2. Discussion and Receipt of the Report by the Information & Education Specialist on Public Relations Activities
3. Discussion and Receipt of the Chief of Operation's Summary Report on Operational Activities
4. Discussion and Receipt of the Manager and Chief Engineer's Monthly Update Regarding Activities of Note of the DOW

K. EXECUTIVE SESSION

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

1. Pursuant to Hawai'i Revised Statutes § 92-4 and § 92-5(a)(2), the purpose of this Executive Session is for the Board to consider the 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.
2. 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 Manager's Report No. 20-53 Discussion and Possible Action on correspondence from Grove Farm regarding Grove Farm's Request for Revenue Requirement Shortfall (*Update*)

L. TOPICS FOR NEXT BOARD OF WATER SUPPLY MEETING (October 2020)

1. Manager's Report No. 19-47 - Discussion and Possible Action for Board Approval to enter into the First Amendment to the Memorandum of Agreement between the Department of Public Works, County of Kaua'i and the Board of Water Supply, County of Kaua'i for the County's Kahilihoho Road Culvert Repair Project and expenditure of funds in the amount of \$44,100.00 (*Update*)
2. Manager's Report No. 19-60 - Discussion and Possible Action for Water Plan 2020 Project No. WK-39 Drill & Develop Kapa'a Homesteads Well No. 4 & Package A-Well and Drainage Package of Water Plan 2020 Project No. WK-08, Job No. 02-14, Kapa'a Homesteads 325' Tanks, Two 0.5 MG Tanks Projects, Kapa'a, Kaua'i, Hawai'i for additional construction funding in the amount of \$150,311.48 and 298 calendar day time extension for proposed Change Order #14 (*Update*)

M. TOPICS FOR FUTURE BOARD OF WATER SUPPLY MEETINGS

1. Department of Water Performance Audit (*Update*)
2. Table of Organization Workshop
3. Discussion and Possible Action to establish Fiscal Policies and Procedures
4. Report of the Finance Committee of the Kaua'i County Board of Water Supply, Financial Management Planning and Water Rate Analysis for the Department of Water's FY2020 through FY2024 held on November 4, 2019
5. Manager's Report No. 20-51 – Discussion and Possible Action regarding the communication from the Salary Commission requesting for the Board's opinion on the challenges that the Board is facing while hiring a Manager & Chief Engineer (*Update*)
6. Baseyard Master Plan Workshop
7. Discussion and Receipt of the Department of Water's Draft Audit Financial Statements and Independent Auditor's Report by Accuity, Inc. for Fiscal Year 2020 and 2019 (November 2020)
8. Election of Officers for 2021 (November 2020)
9. Board Meeting Dates for 2021 (November 2020)

N. UPCOMING EVENTS

O. NEXT WATER BOARD MEETING

1. Thursday, October 22, 2020, 10:00 a.m.
2. Thursday, November 19, 2020, 10:00 a.m.
3. Thursday, December 17, 2020, 10:00 a.m.
4. Thursday, January 29, 2021, 10:00 a.m.

P. ADJOURNMENT

PUBLIC TESTIMONY

The Board is required to afford all interested persons an opportunity to present testimony on any agenda item. At each Board meeting, the Board will accept oral and written testimony on any agenda item at item E Correspondence/Announcements/Public Testimony.

If any member of the public wishes to submit written testimony, please submit the written testimony to Edie Ignacio-Neumiller, the Commission Support Clerk via email at least two (2) business days prior to the meeting and the Commission Support Clerk will provide copies to the Board members or bring eight (8) copies with you the day of the meeting.

SPECIAL ASSISTANCE

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

Draft Minutes

MINUTES
BOARD OF WATER SUPPLY
August 27, 2020

The Board of Water Supply, County of Kaua'i, met in regular meeting **via remote** in Līhu'e on Thursday, August 27, 2020. Chair Kurt Akamine called the meeting to order at 10:01 a.m. The following Board members were present:

BOARD: Mr. Kurt Akamine, *Chair*
Ms. Julie Simonton, *Vice Chair*
Mr. Lawrence Dill
Mr. Elesther Calipjo
Mr. Gregory Kamm
Mr. Ka`aina Hull (*joined approx., 10:45 am*)

EXCUSED: Mr. Troy Tanigawa

Quorum was achieved with 6 members present at Roll Call.

<u>STAFF:</u> (<i>via remote</i>)	Mr. Dustin Moises Mr. Michael Hinazumi Mr. Keith Aoki Mr. Bryan Wienand Mrs. Jonell Kaohelaulii Board Advisor Steve Kyono Deputy County Attorney Mahealani Krafft	Mr. Valentino Reyna Mr. Claus Bollmann Mr. Marcelino Soliz Mrs. Mary-jane Akuna Mr. Jas Banwait
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Public Access Line: Five public listened in, per IT.

GUEST(s): Deputy County Attorney Hugo Cabrera

C. ACCEPTANCE OF AGENDA

Mr. Kamm moved to accept the Agenda as distributed; seconded by Ms. Simonton; with no objections, motion carried with 5 ayes.

D. MEETING MINUTES

Review and Approval of:

Regular Board Meeting – July 23, 2020

Ms. Simonton moved to approve the Regular Board Meeting minutes of July 23, 2020; seconded by Mr. Dill; with no objections, motion carried with 5 ayes.

Finance Committee meeting minutes of August 14, 2020

Ms. Simonton moved to approve the Finance Committee Meeting minutes of August 14, 2020; seconded by Mr. Dill; with no objections, motion carried with 5 ayes.

E. CORRESPONDENCE/ANNOUNCEMENTS/PUBLIC TESTIMONY

Commission Support Clerk read six (6) names of the public who provided testimonies which came in by the 10 am deadline on 8/26/20 (Bridget Hammerquist, Eliel Starbright, Frank Kelly, Kip Goodwin, Renee Harper, Rhoda Libre). Late public testimonies after 10 am on 8/26/20 were from Faith Chase and Matt Rosener. Received for the Record relating to Manager's Report No. 17-50 & 21-04.

F. BOARD COMMITTEE & PERMITTED INTERACTION GROUP REPORTS (PIG)

1. Report of the Finance Committee of the Kaua'i County Board of Water Supply Financial Management Planning and Water Rate Analysis for the Department of Water's FY2020 through FY2024 held on August 14, 2020 (*Update*)

BACKGROUND:

Finance Chair Mr. Dill reported that the Finance Committee met on August 14th and reviewed the status of the Water Rate Study. The Finance Committee recommended the Board approve Option 1 – To Terminate the Water Rate

Study and start fresh with new data when ready. The study will be given back to the Department and will come back to the Board with a recommendation on a new Water Rate Study.

DISCUSSION:

Assistant Waterworks Controller Marcelino Soliz reported that the Department has been in deliberation on the Water Rate Study. Due to the current pandemic situation, it would not be prudent to complete the Water Rate Study at this time. The Department will wait for reliable data.

Received for the Record

G. OLD BUSINESS

1. *Manager's Report No. 17-29* - Financial Management Planning and Water Rate Analysis for the Department of Water's FY2020 through FY2024 held on August 14, 2020 (*Update*)

DISCUSSION:

Mr. Kamm asked if there was any penalty clause in the contract? Mr. Soliz replied no penalty clause.

Mr. Dill moved to approve Option 1: To terminate the Water Rate Study until new data is ready; seconded by Ms. Simonton; with no objections, motion carried with 5 Ayes, Roll Call KA, JS, LD, LC, GK

1. *Manager's Report No. 17-50* - Discussion and Possible Action to enter into a Use and Occupancy Agreements No. 362 and No. 362-A between the State of Hawai'i and the Board of Water Supply, County of Kaua'i for Job No. 16-02, Water Plan 2020 No. PLH-35b, Kapaia Cane Haul Road 18" Main, Lihue, Kaua'i, Hawai'i (*Update*)

BACKGROUND:

Civil Engineer Mr. Keith Aoki commented that when the Department installs new facilities with the State right of ways, this agreement addressed new facilities being installed on Kūhi'ō Highway by Ehiku Street. This is part of the State's requirements. Individuals who provided public testimonies included Michael Goodman, Renee Harper, Bridget Hammerquist, Matt Rosener and Faith Chase.

Chair Akamine called for a 10 minute Recess at 10:22 a.m. and Reconvene at 10:30 am.

At 10:30 a.m. Chair Akamine called the Regular Board meeting back to order.

Chair Akamine clarified that Manager's Report No. 17-50 was about the Use and Occupancy Agreement (UOA) between the State of Hawai'i and the Board of Water Supply.

DISCUSSION:

Mr. Kamm requested DCA Krafft's advice. He mentioned that Ms. Hammerquist's testimony was complicated and referenced litigation. Chair Akamine reminded Board members this matter is about the UOA and not related to the litigation. DCA Krafft responded by saying an Executive Session item would discuss the litigation which is privileged communication and not to be discussed in open session. DCA Krafft commented that the Board could go into ES on Kapaia related matters.

Ms. Simonton commented that the UOA would not incur any costs and that the Department is not liable for damages if there are no facilities in the road. DCA Krafft mentioned that the agreement requires indemnification for any damages during construction. If there are future liabilities, there is a risk. If the UOA is signed and the Department does not go into construction in two years, Ms. Simonton added there would be no financial risk.

Mr. Dill moved to defer Board's decision after Executive Session; seconded by Mr. Kamm; motion carried with 4 ayes.

Votes after Executive Session discussions:

Mr. Dill moved to approve *Manager's Report No. 17-50* - Discussion and Possible Action to enter into a Use and Occupancy Agreements No. 362 and No. 362-A between the State of Hawai'i and the Board of Water Supply, County of Kaua'i for Job No. 16-02, Water Plan 2020 No. PLH-35b, Kapaia Cane Haul Road 18" Main, Lihue,

Kaua'i, Hawai'i (*Update*); seconded by Ms. Simonton; with no objections, motion carried with 4 ayes, Roll Call KA, LD, JS, KH

2. Manager's Report No. 20-41 - Waiahi Surface Water Treatment Plant Renovation Construction Cost Progress Report (*Update*)

BACKGROUND:

Civil Engineer Mr. Bryan Wienand reported no invoices were received since the last Board meeting. No updates.

Mr. Hull joined the meeting at approximately 10:45 a.m.

H. NEW BUSINESS

1. Manager's Report No. 21-02 - Discussion and Possible Action on the Approval of the Department of Water's Supplemental Budget for Fiscal Year 2021

BACKGROUND:

Mr. Soliz reported Fiscal did Purchase Order (PO) rollovers which are encumbrances for contracts. The rollovers would be added to Fiscal's approved budget. Encumbrances over \$20M were for existing contracts, existing POs for equipment and professional services.

Mr. Soliz addressed the encumbrances totaling \$20,016,881. The following are the breakdown for Water Utility Fund (WUF) \$16.5M, Facilities Reserve Charge (FRC) \$451,109, Bond fund \$2.9M. The Transfer In amount of \$1,300,000 will transferred back to replenish the WUF (funds that were withdrawn from the FRC).

DISCUSSION:

Mr. Dill referenced the updated Fund Balance Projected to implement the rollovers (Page 132). An estimated ending balance of \$6.855M was for the WUF. He asked how does the estimated ending balance compare when the Board approved the annual budget? Mr. Soliz said the estimated fund balance grew from the encumbrance rollovers over \$20M. The estimated WUF balance at the time of the approved budget was \$6.5M which currently grew to \$6.855M.

Other comparative balances:

WUF Emergency Reserve balance: remains @ \$0

Debt Reserve WURF: remains @ \$9.3M

FRC approved budget \$1.2M: down to \$214,000

Bond Fund approved budget \$229,807 – increased to \$987,712

TOTAL approved budget \$17,303,750 – increased to \$17,357,787

Mr. Dill mentioned there has not been any significant impact on the overall numbers.

Ms. Simonton moved to approve Manager's Report No. 21-02 - Discussion and Possible Action on the Approval of the Department of Water's Supplemental Budget for Fiscal Year 2021; seconded by Mr. Dill; with no objections; motion carried with 6 ayes, Roll Call KA, LD, GK, JS, LC, KH

2. Manager's Report No. 21-03 - Discussion and Possible Action on a Request for Proposal Contract to Glenmount Global Solutions, Inc., Job No. 20-03, Supervisory Control & Data Acquisition System Maintenance and Professional Consultation Services

BACKGROUND:

Chief of Operations Mr. Valentino Reyna mentioned that Glenmount Global Solutions provided a fair and reasonable offer. The annual cost for professional service and maintenance on the contract is \$166,702.00. Mr. Reyna recommended to continue with Glenmount Global Solutions.

DISCUSSION:

Mr. Dill inquired if this was a flat rate, or does Glenmount Global Solutions send a bill for monthly services or the number of times called for support? Mr. Reyna indicated billing is a flat rate and technicians are sent to perform repairs twice a year on 96 remote terminal units, server equipment, relay stations, and over the phone tech support.

Technicians remain on Kaua'i two to four weeks at a time. Last year the expense for this vendor was \$148,000. This is a three year term contract with the option to renew with no additional cost.

Mr. Kamm inquired if the Operations staff should be trained in house to do service and maintenance? Mr. Reyna said the level of expertise required is not within United Public Workers (UPW) realm. This could be done in house if recruitment with a qualified applicant if the position was properly compensated which is unlikely.

Mr. Dill moved to approve *Manager's Report No. 21-03* - Discussion and Possible Action on a Request for Proposal Contract to Glenmount Global Solutions, Inc., Job No. 20-03, Supervisory Control & Data Acquisition System Maintenance and Professional Consultation Services for the additional amount of \$16,702.00; seconded by Ms. Simonton; with no objections, motion carried with 6 ayes; Roll Call KA, LD, GK, JS, LC, KH

3. *Manager's Report No. 21-04* - Discussion and Possible Action for the Board to approve a Right of Entry Agreement from Grove Farm Company, Inc., Visionary LLC, Haile Moe Inc., and Haupū Land Company LLC for Job No. 16-02, Water Plan 2020 No. PLH-35b, "Kapaia Cane Haul Road 18" Main" project that will allow the Department to construct the project, affecting Lihue, Kaua'i, Hawai'i in the following:
 - a. TMK: (4) 3-7-001:001
 - b. TMK: (4) 3-8-018:001
 - c. TMK: (4) 3-8-018:002

Mr. Dill moved to defer Board decision after Executive Session discussions; seconded by Mr. Kamm; motion carried with 6 ayes.

Votes after Executive Session discussion:

Mr. Hull moved to approve *Manager's Report No. 21-04* - Discussion and Possible Action for the Board to approve a Right of Entry Agreement from Grove Farm Company, Inc., Visionary LLC, Haile Moe Inc., and Haupū Land Company LLC for Job No. 16-02, Water Plan 2020 No. PLH-35b, "Kapaia Cane Haul Road 18" Main" project that will allow the Department to construct the project, affecting Lihue, Kaua'i, Hawai'i in the following: a) TMK: (4) 3-7-001:001, b) TMK: (4) 3-8-018:001, c) TMK: (4) 3-8-018:002; seconded by Ms. Simonton; with no objections, motion carried with 5 ayes, Roll Call KA, LD, JS, LC, KH

4. *Manager's Report No. 21-05* – Discussion and Possible Action on the Manager's approval relative to the Rules and Regulations of the Board for the Pua Loke 'Ohana Zone Project which postponed the requirement of the grant of easement for the Project's water meter located on TMK: 3-8-005: Por 002, Lihū'e, Kaua'i, Hawai'i and permits the issuance of a Certificate of Completion for the Project pending the County's receipt of an Executive Order from the Governor

BACKGROUND:

DCA Krafft briefed the Board that the Pua Loke O'Ohana Zone project is next to the Department of Water building. A concern on the title of the lands are not in the County's name and the Rules require that the Board enter into an Grant of Easement (GOE) with the applicant and owner of the land. The County is in the process of obtaining an Executive Order (EO) which the Board of Land and Natural Resources approved for the Governor to sign. To not hold up the project, there needs to be a small change to the Rule. The Board Chair, as delegated by the Board as Manager, has approved the deferral of the GOE until the County obtains the EO.

DISCUSSION:

Once the GOE is finalized, Mr. Dill asked if there would be a temporary Right of Entry? DCA Krafft said there is a Right of Entry but this is not an issue.

Mr. Dill move to approve *Manager's Report No. 21-05* – Discussion and Possible Action on the Manager's approval relative to the Rules and Regulations of the Board for the Pua Loke 'Ohana Zone Project which postponed the requirement of the grant of easement for the Project's water meter located on TMK: 3-8-005: Por 002, Lihū'e, Kaua'i, Hawai'i and permits the issuance of a Certificate of Completion for the Project pending the County's receipt

of an Executive Order from the Governor; seconded by Ms. Simonton; with no objections, motion carried with 6 ayes, Roll Call KA, JS, KH, LD, LC, GK

I. STAFF REPORTS MONTHLY

1. Discussion and Receipt of the Kaua'i County Water Department's Statement of Revenues and Expenditures
 - a. July Monthly Summary Budget
 - b. Accounts Receivable Aging Summary

BACKGROUND:

Assistant Waterworks Controller Mr. Soliz provided a detailed overview of the Fiscal Report's Budget summary vs. Actual, Revenues, Operating Expenses reflected on Pages 149 & 150, net Operating Income, Non-Operating Proceeds & Disbursements, and Capital Projects Budget. FY 2020-2021 Certification of Funds YTD, Comparative Charts, Comparative Balance Sheet and Other Fiscal Ongoing Activities/Initiatives on Page 150 & 151. Fiscal Year (FY) end closed is in progress and working with the financial auditors for the FY 2020 audit, the 2019 Water Audit is ongoing and Purchase rollovers were completed.

Meter cuts were suspended due to the pandemic but the federal mandate moratorium ended July 27, 2020. The penalty for delinquent accounts are waived if a customer requests a waiver of the late fees.

DISCUSSION:

Mr. Dill referred to Page 153 on the Operating Supplies budgeted \$78,484.00 but spent \$418,000 and asked for the reason on the large variance? Mr. Soliz explained that the large variance was due to the rollover of the POs and year end encumbrances. Fiscal added it to the revised budget line item for operating supplies.

Fiscal has reached out to the County of Maui Department of Water Supply and the Honolulu Board of Water Supply and there has been no response regarding their policy on meter cuts.

Mr. Dill requested that the Department provide a recommendation of a proposed policy on Meter cuts and to be added to the September Board agenda for discussion.

Received for the Record

2. Discussion and Receipt of the Report by the Information & Education Specialist on Public Relations Activities

BACKGROUND:

Information & Education Specialist Mrs. Jonell Kaohelaulii provide the following highlights:

1. Education & Outreach Event in October – "Image a Day without Water" a National education and awareness online Campaign is on October 21st. This campaign highlights how water is essential and vital and has brought together water utilities, water resources and diverse stakeholders the past five years. The Department has agreed with other County water department partners and other State agencies on this campaign. Activities would be planned leading up to the campaign which will highlight water services and will include a community questionnaire about water. The Board's participation was requested and the questionnaire would be sent out in September with answers to be provided in October.

Received for the Record

3. Discussion and Receipt of the Chief of Operation's Summary Report on Operational Activities

BACKGROUND:

Mr. Valentino Reyna shared that Operations continues to be busy with leak repairs and emergency water service disruptions.

Received for the Record

3. Discussion and Receipt of the Manager and Chief Engineer’s Monthly Update Regarding Activities of Note of the DOW

Chair Akamine highlighted the following:

1. Board Advisor’s Report to the Board (Page 188)
2. County Rice Street TIGER Project Status (Page 188-189)
3. Charter Amendment - CRC 2019-21 C Charter Section 17.04 relating to the minimum requirements for the position of Manager and Chief Engineer of the Department of Water, ballot question, and educational material (Page 189) – The public will be voting on this Charter Amendment in November.

Chair discussed the Charter Amendment on the November ballot regarding hiring a Manager & Chief Engineer without a Professional Engineer license and asked the Board’s position to: 1) Support, 2) Oppose or 3) be Silent

DISCUSSION:

Chair Akamine commented that the Department has been without a Manager and Chief Engineer for 8 months. He clarified that in absence of a Manager, the Board Chair holds the position of the Manager. The Department secured Mr. Steve Kyono as the Board Advisor who was a previous interim Manager. Mr. Kamm said this explanation should inform the Board’s position. Mr. Bryan Wienand is available to the Board if here are any questions on this matter. He was previously the Manager and Chief Engineer and has knowledge on this Charter Amendment.

Received for the Record

Mr. Michael Hinazumi and DCA Krafft was invited to Executive Session Item No. 1.

Chair Akamine mentioned that the Regular Board meeting would Reconvene at 11:50 a.m.

Ms. Simonton moved to go into Executive Session and read Item No. J2 at 11:26 a.m.; seconded by Mr. Dill; with no objections motion carried with 6 ayes.

Chair Recessed for 5 minutes to go into Executive Session then adjourned the Regular Board meeting.

J. EXECUTIVE SESSION

2. 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 those relate to CIV-5CC-18-1-0063, Kia’i Wai O Wai’ale’ale vs. Department of Water.
No Action.

Mr. Kamm exited the meeting at 11:50 a.m.

Chair Akamine called the Regular Board meeting back to order at 11:50 a.m.

Votes after Executive Session discussions:

Mr. Dill moved to approve Manager’s Report No. 17-50 - Discussion and Possible Action to enter into a Use and Occupancy Agreements No. 362 and No. 362-A between the State of Hawai’i and the Board of Water Supply, County of Kaua’i for Job No. 16-02, Water Plan 2020 No. PLH-35b, Kapaia Cane Haul Road 18” Main, Līhu’e, Kaua’i, Hawai’i (Update); seconded by Ms. Simonton; with no objections, motion carried with 4 ayes, Roll Call KA, LD, JS, KH

Votes after Executive Session discussion:

Mr. Hull moved to approve Manager’s Report No. 21-04 - Discussion and Possible Action for the Board to approve a Right of Entry Agreement from Grove Farm Company, Inc., Visionary LLC, Haile Moe Inc., and Haupū Land Company LLC for Job No. 16-02, Water Plan 2020 No. PLH-35b, “Kapaia Cane Haul Road 18” Main” project that will allow the Department to construct the project, affecting Lihue, Kaua’i, Hawai’i in the following: a) TMK: (4) 3-7-001:001, b) TMK: (4) 3-8-018:001, c) TMK: (4) 3-8-018:002; seconded by Ms. Simonton; with no objections, motion carried with 5 ayes, Roll Call KA, LD, JS, KH, LC

Mr. Hull moved to go back into Executive Session as read previously read by Ms. Simonton and to Adjourn the meeting right after; seconded by Ms. Simonton; with no objections, motion carried with 5 ayes.

J. EXECUTIVE SESSION (cont'd)

1. Pursuant to Hawai'i Revised Statutes § 92-4 and § 92-5(a)(6), the purpose of this Executive Session is for the Board to consider sensitive matters related to ensuring the continued safety and security of the Department's information technology systems.
3. Pursuant to Hawai'i Revised Statutes § 92-4 and § 92-5(a)(2) and (4), the purpose of this Executive Session is for the Board to consider the hiring of an interim manager and chief engineer 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; and 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.
4. Pursuant to Hawai'i Revised Statutes § 92-4 and § 92-5(a)(2) and (4), the purpose of this Executive Session is for the Board to consider the 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; and 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

K. TOPICS FOR NEXT BOARD OF WATER SUPPLY MEETING (September 2020)

1. Discussion and Suggestions of the Department of Water's Capital Improvement Projects for 2021-2022
2. Manager's Report No. 19-47 - Discussion and Possible Action for Board Approval to enter into the First Amendment to the Memorandum of Agreement between the Department of Public Works, County of Kaua'i and the Board of Water Supply, County of Kaua'i for the County's Kahilihoho Road Culvert Repair Project and expenditure of funds in the amount of \$44,100.00 (*Update*)
3. Manager's Report No. 19-60 - Discussion and Possible Action for Water Plan 2020 Project No. WK-39 Drill & Develop Kapa'a Homesteads Well No. 4 & Package A-Well and Drainage Package of Water Plan 2020 Project No. WK-08, Job No. 02-14, Kapa'a Homesteads 325' Tanks, Two 0.5 MG Tanks Projects, Kapa'a, Kaua'i, Hawai'i for additional construction funding in the amount of \$150,311.48 and 298 calendar day time extension for proposed Change Order #14 (*Update*)
4. Discussion and Possible Action on the Department's recommendation of a proposed policy on Meter-cuts

L. TOPICS FUTURE BOARD OF WATER SUPPLY MEETINGS

1. Department of Water Performance Audit (*Update*)
2. Table of Organization Workshop
3. Discussion and Possible Action to establish Fiscal Policies and Procedures
4. Manager's Report No. 20-51 – Discussion and Possible Action regarding the communication from the Salary Commission requesting for the Board's opinion on the challenges that the Board is facing while hiring a Manager & Chief Engineer (*Update*)
5. Baseyard Master Plan Workshop
6. Discussion and Receipt of the Department of Water's Draft Audit Financial Statements and Independent Auditor's Report by Accuity, Inc. for Fiscal Year 2020 and 2019 (November 2020)
7. Election of Officers for 2021 (November 2020)
8. Board Meeting Dates for 2021 (November 2020)

M. UPCOMING EVENTS

N. NEXT WATER BOARD MEETING

1. Thursday, September 24, 2020, 10:00 a.m.
2. Thursday, October 22, 2020, 10:00 a.m.
3. Thursday, November 19, 2020, 10:00 a.m.
4. Thursday, December 17, 2020, 10:00 a.m.

O. ADJOURNMENT

Mr. Hull adjourned the Regular Board meeting after Executive Session at 12:19 p.m.; seconded by Mr. Dill; with no objections.

Respectfully submitted,

Approved,

Edith Ignacio Neumiller
Commission Support Clerk

Elesther Calipjo
Secretary, Board of Water Supply

DEPARTMENT OF WATER

County of Kaua'i

"Water has no Substitute – Conserve It!"

PERMITTED ACTION GROUP REPORT

September 18, 2020

Subject: Permitted Interaction Group

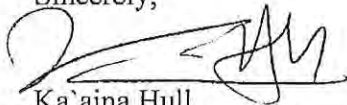
Report of the Permitted Interaction Group of the Kaua'i County Board of Water Supply:

1. Discussion and Receipt of the Permitted Interaction Group Report for the Recruitment and Recommendation of a Manager and Chief Engineer

The Permitted Interaction Group met on September 10, 2020 and September 11, 2020 with the two members (Lawrence Dill and Ka'aina Hull) present. The group reviewed 12 applications.

The members recommend that the PIG be disbanded and that the recruitment process be completed by the Board as a whole.

Sincerely,



Ka'aina Hull

Permitted Interaction Group

Old Business

DEPARTMENT OF WATER

County of Kaua'i

"Water has no Substitute – Conserve It!"

MANAGER'S REPORT No. 20-41 (Update)

September 24, 2020

Re: Waiahi Surface Water Treatment Plant Renovation Construction Cost Progress Report

RECOMMENDATION:

There is no action necessary; for Board review and discussion purposes only.

FUNDING: N/A.

BACKGROUND:

As requested by the Board of Water during its January 24th and February 28th Regular Board meeting, the Board requested the Department to provide a monthly update on the status of payments to Grove Farm in accordance with the project's budget. Please refer to Attachment 1.

There are no updates to report since the August 27, 2020 Board meeting.

BW/ein

Attachment(s): Waiahi Surface Water Treatment Plant Renovation Construction Cost Progress Report as of September 15, 2020

Mgrpp/September 2020/20-41/Waiahi Surface Water Treatment Plant Renovation Project Construction Cost Progress Report (Update) (1-24-20, 2-28-20, 6-25-20, 7-23-20, 8-27-20, 9-24-20);ein

**Waiahi SWTP Renovation
Maintaining 3.0 MGD
Construction Costs**

Item No.	Qty.	Unit	Cost Per Unit	Description	Total Cost Estimate	Grove Farm Total (1/3) 33.33%	BWS Total (2/3) 66.67%	BWS Total Amount Due to Date (\$)	BWS Amount Paid to Date (\$)	Estimate Total to Date (% Line Item)	All Payments Received by Grove Farm within 15 days?
SITEWORK¹											
1	1	LS	\$100,000	Mobilization & Demobilization	\$100,000	\$33,333	\$66,667	\$0	\$0	0.00%	N/A
2	1.44	Acre	\$14,876	Clearing & Grubbing, including demolition of existing shed at Off-site Detention Basins, in place complete	\$21,421	\$7,140	\$14,281	\$0	\$0	0.00%	N/A
3	4151	CY	\$30	Excavation, in place complete	\$124,530	\$41,510	\$83,020	\$0	\$0	0.00%	N/A
4	2673	CY	\$15	Embankment, in place complete.	\$40,095	\$13,365	\$26,730	\$0	\$0	0.00%	N/A
5	1	LS	\$11,950	Erosion Control, including temp silt fence, temp wheel wash area, temp ground cover & erosion control fabric	\$11,950	\$3,983	\$7,966	\$0	\$0	0.00%	N/A
6	16	SY	\$450	Rip-rap Lined Embankment Swale, in place complete	\$7,200	\$2,400	\$4,800	\$0	\$0	0.00%	N/A
7	956	LF	\$80	Chain Link Fence, including warning signs, in place complete	\$76,480	\$25,493	\$50,987	\$0	\$0	0.00%	N/A
8	1	EA	\$2,500	Chain Link Gate, 18' Wide X 6' High at Off-site Detention Basins, in place complete.	\$2,500	\$833	\$1,667	\$0	\$0	0.00%	N/A
9	1	EA	\$1,000	Chain Link Pedestrian Gate, 30" Wide X 6' High at Drain/Reject Water Pump Station, in place complete	\$1,000	\$333	\$667	\$0	\$0	0.00%	N/A
10	2434	SY	\$80	Asphalt Concrete Pavement, including base course, in place complete	\$194,720	\$64,907	\$129,813	\$0	\$0	0.00%	N/A
11	1055	LF	\$55	Concrete curb, in place complete	\$58,025	\$19,342	\$38,683	\$0	\$0	0.00%	N/A
12	1321	LF	\$45	Concrete header, in place complete	\$59,445	\$19,815	\$39,630	\$0	\$0	0.00%	N/A
13	8	EA	\$250	Concrete drop curb, in place complete	\$2,000	\$667	\$1,333	\$0	\$0	0.00%	N/A
14	13	EA	\$800	Bollards, in place complete.	\$10,400	\$3,467	\$6,933	\$0	\$0	0.00%	N/A
15	2	EA	\$500	Ring Buoy, including pipe stand, in place complete	\$1,000	\$333	\$667	\$0	\$0	0.00%	N/A
YARD PIPING¹											
1	1	LS	\$58,000	Pre-lube Line for Existing Reservoir Intake Pumps, including fittings and appurtenances, in place complete	\$58,000	\$19,333	\$38,667	\$0	\$0	0.00%	N/A
2	1	LS	\$123,000	Flocculation Tank Inlet Line, including fittings, valves, and appurtenances, cutting, removing and relocating	\$123,000	\$41,000	\$82,000	\$0	\$0	0.00%	N/A

**Waiahi SWTP Renovation
Maintaining 3.0 MGD
Construction Costs**

Item No.	Qty.	Unit	Cost Per Unit	Description	Total Cost Estimate	Grove Farm Total (1/3) 33.33%	BWS Total (2/3) 66.67%	BWS Total Amount Due to Date (\$)	BWS Amount Paid to Date (\$)	Estimate Total to Date (% Line Item)	All Payments Received by Grove Farm within 15 days?
3	1	LS	\$29,000	Drainline "A", including connection to existing drain manholes & modifications to existing DMH "A-2"	\$29,000	\$9,667	\$19,333	\$0	\$0	0.00%	N/A
4	1	LS	\$150,000	Drainline "B," including headwall with ungrouted rip rap, & drain manholes, in place complete	\$150,000	\$50,000	\$100,000	\$0	\$0	0.00%	N/A
5	1	LS	\$24,000	Drainline "C", including headwalls, in place complete	\$24,000	\$8,000	\$16,000	\$0	\$0	0.00%	N/A
6	1	LS	\$130,000	Force Mains "A", "B" & "C", including fittings, valves & appurtenances, & concrete blocks	\$130,000	\$43,333	\$86,667	\$0	\$0	0.00%	N/A
7	1	LS	\$69,182	Off-Site Detention Basin Inlet & Outlet Lines, including residuals discharge connection	\$69,182	\$23,061	\$46,121	\$0	\$0	0.00%	N/A
8	1	LS	\$28,302	Residuals Discharge Lines "A" & "B", including fittings, valves & appurtenances & concrete blocks	\$28,302	\$9,434	\$18,868	\$0	\$0	0.00%	N/A
9	1	LS	\$75,472	Residuals Drying Beds Inlet Lines, including fittings, valves & appurtenances, concrete blocks	\$75,472	\$25,157	\$50,315	\$0	\$0	0.00%	N/A
STRAINER SYSTEM¹											
1	1	LS	\$120,000	16" Automatic Backwashing Strainer, including removal & disposal of ex. strainer, drain & backwash lines	\$120,000	\$40,000	\$80,000	\$0	\$0	0.00%	N/A
PUMP GALLERY IMPROVEMENTS¹											
1	1	LS	\$5,000	Liquid Level Sensor Alarm System, in place complete	\$5,000	\$1,667	\$3,333	\$0	\$0	0.00%	N/A
2	1	LS	\$5,000	8" Butterfly Valve on Permeate Line to Backpulse Tank, in place complete	\$5,000	\$1,667	\$3,333	\$0	\$0	0.00%	N/A
3	1	LS	\$10,000	Replace Existing Membrane Tank Level Transmitters. (Transmitters furnished by SUEZ. See Bid Item G-1.)	\$10,000	\$3,333	\$6,667	\$0	\$0	0.00%	N/A
4	1	LS	\$10,000	Combined Permeate Turbidimeter, including sampling line & revisions to sample drains & control wiring	\$10,000	\$3,333	\$6,667	\$0	\$0	0.00%	N/A
DRAIN/REJECT WATER PUMP STATION¹											
1	1	LS	\$44,025	Drain/Reject Water Pump Station Concrete Wet Well & Pipe Support, including structural excavation	\$44,025	\$14,675	\$29,350	\$0	\$0	0.00%	N/A

**Waiahi SWTP Renovation
Maintaining 3.0 MGD
Construction Costs**

Item No.	Qty.	Unit	Cost Per Unit	Description	Total Cost Estimate	Grove Farm Total (1/3) 33.33%	BWS Total (2/3) 66.67%	BWS Total Amount Due to Date (\$)	BWS Amount Paid to Date (\$)	Estimate Total to Date (% Line Item)	All Payments Received by Grove Farm within 15 days?
2	1	LS	\$69,182	Drain/Reject Water Pump System, including liquid level sensor, transducer, pump accessories, access hatch	\$69,182	\$23,061	\$46,121	\$0	\$0	0.00%	N/A
3	1	LS	\$62,893	Drain/Reject Water Piping, including fittings, valves & appurtenances, & connection to existing drain line	\$62,893	\$20,964	\$41,929	\$0	\$0	0.00%	N/A
MEMBRANE UNIT REPLACEMENT²											
1	1	LS	\$1,015,545	Membrane Unit Upgrades by SUEZ, all in accordance with SUEZ's proposal dated 9/6/2019.	\$1,015,545	\$338,515.00	\$677,030	\$677,030.00	\$677,030.00	100.00%	Yes
2	1	LS	\$160,941	Installation of Membrane Unit Upgrades by SUEZ, in place complete. Aqua Engineers, proposal dated 9/16/2019	\$160,941	\$53,647.00	\$107,294	\$107,294.00	\$107,294.00	100.00%	Yes
3	1	LS	*Initial estimate \$0	Taxes & Additional US Customs Duty Fees, in accordance with SUEZ's proposal (*estimate was \$0)	\$47,852.48	\$15,950.83	\$31,901.65	\$31,901.65	\$31,901.65	100.00%	Yes
LINER FOR OFF-SITE DETENTION BASINS¹											
1	1	LS	\$119,497	Liner for Off-Site Detention Basins, including geotextile fabric, anchoring battens & trenches	\$119,497	\$39,832	\$79,665	\$0	\$0	0.00%	N/A
PORTABLE PUMP FOR RESIDUALS TRANSFER³											
1	1	LS	\$41,024	Portable Pump for Residuals Transfer, including wheel kit & hoses, in place complete.	\$41,024	\$13,675	\$27,349	\$0	\$0	0.00%	N/A
GENERATOR BUILDING¹											
1	1	LS	\$350,000	Generator Building	\$350,000	\$116,667	\$233,333	\$0	\$0	0.00%	N/A
2	1	LS	\$300,000	Emergency Generator System	\$300,000	\$100,000	\$200,000	\$0	\$0	0.00%	N/A
3	1	LS	\$28,000	Painting and Coating	\$28,000	\$9,333	\$18,667	\$0	\$0	0.00%	N/A
ELECTRICAL WORK¹											
1	1	LS	\$493,192	Electrical Work, in place complete.	\$493,192	\$164,397	\$328,795	\$0	\$0	0.00%	N/A

**Waiahi SWTP Renovation
Maintaining 3.0 MGD
Construction Costs**

Item No.	Qty.	Unit	Cost Per Unit	Description	Total Cost Estimate	Grove Farm Total (1/3) 33.33%	BWS Total (2/3) 66.67%	BWS Total Amount Due to Date (\$)	BWS Amount Paid to Date (\$)	Estimate Total to Date (% Line Item)	All Payments Received by Grove Farm within 15 days?
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Summary for September 24, 2020 Board Meeting

	Total Cost Estimate	GF Total 1/3 (33.33%)	BWS Total 2/3 (66.67%)	BWS Total Amount Due to Date (\$)	BWS Total Amount Paid to Date (\$)	Estimate Total to Date (% of total project)	All Payments Received by Grove Farm within 15 days?
Project Total Estimates =	\$4,279,874	\$1,426,625	\$2,853,249	\$816,226	\$816,226	28.61%	Yes

DOW NOTES

*Payments due within 15 calendar days of receipt of invoice.

*DOW will not be withholding 5% retainage.

New Business

DEPARTMENT OF WATER

County of Kaua'i

"Water has no Substitute – Conserve It!"

MANAGER'S REPORT No. 21-06

September 24, 2020

Re: Discussion and Possible Action on approval of funds for Contract No. 427, Job No. 02-14, WP2020 WK-08 Kapa'a Homesteads 325' Tanks – Two 0.5 Million Gallon (MG) Storage Tanks, Kapa'a, with Belt Collins Hawai'i, LLC in the amount of \$40,978.70

RECOMMENDATION:

It is recommended that the Board approve funds for Contract No. 427 in the amount of \$40,978.70.

FUNDING:

Account No.	30-20-00-605-116			
Acct Description	BAB-Expansion-Design			
Funds Available	Verified by WWC		\$	40,978.70
Contract No.	427			
Vendor	Belt Collins Hawai'i, LLC			
	Contract Amount	\$	256,700.00	
	5% Contingency	\$	0.00	
Amendment No. 1	(Start 11/7/07, End 12/31/09)	\$	354,978.00	
Amendment No. 2	(Start 6/5/08)	\$	10,000.00	
Amendment No. 3	(Start 11/26/08		\$19,000.00	
Amendment No. 4	(start 3/24/10, end 12/1/10)		40,450.00	
Amendment No. 5	(start 3/14/11, end 12/13/13)		76,200.00	
Amendment No. 6	(start 2/27/14, end 6/30/14)		2,300.00	
Amendment No. 7	(start 7/1/15, end 5/26/16)		18,100.00	
Amendment No. 8	(start 10/28/16, end 6/30/17)		51,911.26	
Amendment No. 9	(start 8/23/17, end 8/18/18)*		160,149.00	
	Total Amendment	\$	733,088.30	
	Contract Amount To Date	\$	989,788.26	
	Fund Balance		\$	

Contract NTP Date: March 14, 2004

Original Contract End Date: March 9, 2005

New Contract End Date if Contract Time Extension: *TBD. Multiple contract time suspensions have been issued for this project when DOW is reviewing submittals.

BACKGROUND:

The Department of Water (DOW) is designing new storage tanks for the Kapa‘a Homesteads area. A Purchase Order (PO) was issued for contract no. 427 to complete the design for two different tank sites/elevations that started in 2004. The design and construction of the higher elevation tank was completed. The design for the lower elevation tank is in progress.

The PO for the design contract was inadvertently not rolled over from the 2019 Fiscal year. The remaining contract fund balance was not included in the budget when the PO was not rolled over. The contract fund balance that was not rolled over is being requested to be approved so that a new PO can be created to pay the consultant when the next invoice is submitted to the DOW. This request is not asking for additional monies from the previously approved contract amount/funds but only to replace the funds that were inadvertently not rolled over from a previous year and is no longer in the approved budget.

Fiscal has started checking with Engineering for PO rollovers when the budget for the new year is being prepared. This is how it was discovered that the PO for this project was inadvertently not rolled over from a previous year. Going forward it is expected that this process of yearly checking will minimize the chance of a PO for an Engineering design contract inadvertently not being rolled over again.

OPTIONS:

Option 1: Approve the replacement funds for the remaining balance of Contract No. 427 in the amount of \$40,978.70.

Pro: This will allow the DOW to pay the consultant for work completed per contract and allow the design for the new storage tanks to be completed.

Con: None.

Option 2: Do not approve the replacement funds for the remaining balance of Contract No. 427 in the amount of \$40,978.70.

Pro: The Department will not need to expend \$40,978.70 for the contract.

Con: Not approving the funds will not allow the design of the new tanks to be completed with contract no. 427. It may also open the Department to legal issues for not adhering to the contract/making payments for work completed.

KA/ein

Mgrpp/September 2020/21-06/Discussion and Possible Action on approval of funds for Contract No. 427, Job No. 02-14, WP2020 WK-08 Kapa‘a Homesteads 325’ Tanks – Two 0.5 Million Gallon (MG) Storage Tanks, Kapa‘a, with Belt Collins Hawai‘i, LLC in the amount of \$40,978.70 (9-24-20):ein

DEPARTMENT OF WATER

County of Kaua'i

"Water has no Substitute – Conserve It!"

MANAGER'S REPORT No. 21-07

September 24, 2020

Re: Discussion and Possible Action on the 7th Amendment to Contract No. 666 to extend the Information Technology Support Services with Brio Consulting, LLC until January 31, 2021 for an additional amount of \$160,000.00

RECOMMENDATION:

It is recommended that the Board approve the transfer from the Water Utility Fund to the Information Technology Division Professional Services Budget in the amount of \$160,000.00.

FUNDING: Water Utility Fund

BACKGROUND:

The Department of Water (DOW) currently has two (2) vacant positions, Waterworks Information Technology Manager (WITM) and Information Technology Specialist (ITS) III, in its Information Technology (IT) Division. Due to the vacancy created with the loss of the Department's WITM, on October 14, 2019, the DOW executed amendment No. 2 to Contract No. 666, Review and Update the Department's Information Technology Strategic Plan and IT Project Implementation and Support with Brio Consulting to incorporate Task 1, Support IT Infrastructure. The contract amendment provided the Department with a mechanism for long term support services during periods when one or both of the remaining I.T. employees are on leave.

The DOW has been actively trying to fill the WITM position. During the course of the WITM position recruitment, the ITS III position became vacant and further elevated the necessity to utilize Brio Consulting's IT support services to keep the Department's critical business systems operating. The need for the consultant IT support services are required until the vacant positions are filled as well as during the transition period of recruitment, to operate and maintain the Department's IT systems.

The Seventh amendment to Contract No. 666 provides services until January 31, 2021 while the IT positions are vacant and recruitment, interview and hiring action from the Department of Human Resources are being complete. The DOW anticipated that to have the WITM position filled in July, however, the selected candidate declined the Department's offer. Re-recruitment of the WITM position is in process and the process for recruitment of the ITS III will follow. It is anticipated that the WITM position hiring action will be complete by January 31, 2021.

Additional funds are requested to continue Task 1, for IT infrastructure support, of this contract until January 31, 2021 to keep business critical systems of the Department in operation.

OPTIONS:

Option 1: Approve the proposed contract amendment to extend I.T. Support Services with Brio Consulting in the amount of \$160,000.00 to ensure critical I.T. Infrastructure support is available through January 31, 2021.

Pro: This will provide critical I.T. staffing resources through January 31, 2021 and will ensure that critical I.T. infrastructure will continue to be supported. This will protect the Department against any systematic failures of our Network, SCADA, LAN, hardware, software, and all other I.T. related system that serve the Department and our customers.

Con: Additional funds will be expended for the contract.

Option 2: Do not approve an extension for I.T. Support with Brio Consulting, LLC in the amount of \$160,000.00 to ensure critical I.T. Infrastructure support through January 31, 2021.

Pro: Additional funds will not be expended.

Con: The DOW will not realize the benefits listed in Option 1 and will be at high risk for significant I.T. related issues as the availability of existing staff is extremely limited and cannot support all of the Department's I.T. infrastructure needs without assistance.

MH/ein

Mgrp/September 2020/Discussion and Possible Action on the 7th Amendment to Contract No. 666 to extend the Information Technology Support Services with Brio Consulting, LLC until January 31, 2021 for an additional amount of \$160,000.00 (9-24-20):ein

Consent Calendar

DEPARTMENT OF WATER

County of Kaua'i

"Water has no Substitute – Conserve It!"

MANAGER'S REPORT No. 21-08

September 24, 2020

Re: Discussion and Possible Action to approve a Grant of Easement Agreement for Construction Plans for Commercial Site, Kōloa Village, LLC affecting the following:
a. Koloa Village, LLC, TMK: (4) 2-8-008:001, Kōloa, Kaua'i, Hawai'i

RECOMMENDATION:

It is recommended that the Board approve the Grant of Easement document; whereby, the above landowners, grant to the Board of Water Supply, County of Kaua'i, easement "W-1", "W-2" and "W-3" on, over and under that certain parcel of land located TMK: (4) 2-8-008:001 as specified above in Kōloa, Kaua'i, Hawai'i, for the following work:

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

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

FUNDING: N/A.

BACKGROUND:

As part of the constructions plans the subject project, the above owner installed a 3" Compound Meter, and (2) RPDAs for maintenance of the new waterline. The water facilities are on private property which requires an easement in favor of Department of Water for each facility.

OPTIONS

Option 1: Approve the Grant of Easement.

Pro: Project can be completed as designed. Project will attain certificate of completion.

Con: None.

Option 2: Do not approve the Grant of Easement.

Pro: None.

Con: Project won't be completed as designed. The project won't attain certificate of completion.

DM/CB/ein

Attachment: Grant of Easement – Kōloa Village, LLC, TMK: (4) 2-8-008:001, Kōloa, Kaua'i, Hawai'i

Mgrp/September 2020/21-08/Discussion and Possible Action to approve a Grant of Easement Agreement for Construction Plans for Commercial Site, Kōloa Village, LLC affecting the following: a) Koloa Village, LLC., TMK: (4) 2-8-008:001, Kōloa, Kaua'i, Hawai'i (9-24-20):ein

LAND COURT SYSTEM

REGULAR SYSTEM

After Recordation Return By: **MAIL [XX]** Pickup []

TO:

DEPARTMENT OF WATER
4398 PUA LOKE STREET
LIHUE, KAUAI, HAWAII 96766

GRANT OF EASEMENT
for
TMK: (4) 2 - 8 - 0 0 8 : 0 0 1;

THIS INDENTURE is made on this _____ day of _____, 2020,
between:

Kōloa Village, LLC, a California Limited Liability Company

herein called the "OWNER", whose principal place of business is:

5460 Kōloa Road Kōloa, Kaua'i, Hawai'i 96756

And whose mailing address is:

Post Office Box 12 Kōloa, Kaua'i, Hawai'i 96756

(hereafter "GRANTOR") and the **BOARD OF WATER SUPPLY, COUNTY OF KAUA'I**, whose
mailing address is 4398 Pua Loke Street, Līhu'e, Kaua'i, Hawai'i 96766 (hereafter
"GRANTEE");

W I T N E S S E T H:

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 an easement in perpetuity on, over, and under that certain parcel of land located generally at Kōloa District, Kaua'i, Hawai'i, **Tax Map Key No.** (4) 2 - 8 - 0 0 8 : 0 0 1; **PROJECT NAME:** Construction Plans for Commercial Site Kōloa Village, LLC. **Subdivision No.:** Not Applicable, and more particularly described in **Exhibit "A"**, which is attached and incorporated by reference into this grant of easement (hereafter "easement area").

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. In such an event, this Grant of Easement shall cease to exist by operation of the GRANTEE's non-use, without any necessary action on the GRANTOR's part.

AND IN FURTHER CONSIDERATION of the rights granted to the GRANTEE and the benefits accruing to the GRANTOR under this Grant of 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 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 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 re-located, 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 the subject of the easement area or any building or structure of any kind (other than roads, sidewalks, curbs or similar appurtenances) on the surface of the land over 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 from crossing over, constructing, and maintaining roadways within the easement area or laying, operating, maintaining, repairing, or removing conduits and drains which do not interfere with the exercise of the GRANTEE's rights under this easement; and

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.

When used within this document the term "GRANTOR" 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 term shall also mean the GRANTOR's or GRANTOR's 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 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.

[Remainder of this page was intentionally left blank]

**EASEMENT W-1
FOR WATER PURPOSES**

LAND SITUATED AT KOLOA, KAUAI, HAWAII

Being Portion of Lot 185
Land Court Application 956

Beginning at the west corner of this parcel of land, at the northeast side of Weliweli Road the coordinates of said point of beginning referred to Government Survey Triangulation "PAA" being 7,072.03 feet North and 7,424.26 feet West, thence running by azimuths measured clockwise from true South:

- | | | | |
|----|----------|-------|--|
| 1. | 228° 03' | 21.25 | feet along the remainder of Lot 185,
Land Court Application 956; |
| 2. | 318° 03' | 24.26 | feet along the remainder of Lot 185,
Land Court Application 956; |
| 3. | 48° 03' | 21.45 | feet along the remainder of Lot 185,
Land Court Application 956; |
| 4. | 130° 00' | 5.98 | feet along the northeast side of Weliweli
Road; |
| 5. | 141° 16' | 18.37 | feet along the northeast side of Weliweli
Road, to the point of beginning and
containing an area of 521 square feet. |



Lihue, Hawaii
August 2020

DESCRIPTION PREPARED BY:
ESAKI SURVEYING & MAPPING, INC.

A handwritten signature in black ink, appearing to read "Dennis M. Esaki", written over a horizontal line.

Dennis M. Esaki
Licensed Professional Land Surveyor
Certificate Number 4383

**EASEMENT W-2
FOR WATER PURPOSES**

LAND SITUATED AT KOLOA, KAUAI, HAWAII

Being Portion of Lot 185
Land Court Application 956

Beginning at the west corner of this parcel of land, at the northeast side of Weliweli Road the coordinates of said point of beginning referred to Government Survey Triangulation "PAA" being 6,787.62 feet North and 6,949.18 feet West, thence running by azimuths measured clockwise from true South:

- | | | | |
|----|----------|-------|--|
| 1. | 208° 41' | 37.00 | feet along the remainder of Lot 185, Land Court Application 956; |
| 2. | 298° 41' | 16.26 | feet along the remainder of Lot 185, Land Court Application 956; |
| 3. | 343° 41' | 20.84 | feet along the remainder of Lot 185, Land Court Application 956; |
| 4. | 28° 41' | 22.26 | feet along the remainder of Lot 185, Land Court Application 956; |
| 5. | 118° 41' | 31.00 | feet along the northeast side of Weliweli Road, to the point of beginning and containing an area of 1,038 square feet. |



Lihue, Hawaii
August 2020

DESCRIPTION PREPARED BY:
ESAKI SURVEYING & MAPPING, INC.

A handwritten signature in black ink, appearing to read "Dennis M. Esaki".

Dennis M. Esaki
Licensed Professional Land Surveyor
Certificate Number 4383

**EASEMENT W-3
FOR WATER PURPOSES**

LAND SITUATED AT KOLOA, KAUAI, HAWAII

Being Portion of Lot 185
Land Court Application 956

Beginning at the north corner of this parcel of land, at the southeast side of Koloa Road the coordinates of said point of beginning referred to Government Survey Triangulation "PAA" being 7,463.50 feet North and 7,475.90 feet West, thence running by azimuths measured clockwise from true South:

- | | | | |
|----|--------------|-------|--|
| 1. | 335° 27' | 30.00 | feet along the remainder of Lot 185, Land Court Application 956; |
| 2. | 64° 21' | 14.13 | feet along the remainder of Lot 185, Land Court Application 956; |
| 3. | 154° 21' | 29.69 | feet along the remainder of Lot 185, Land Court Application 956; |
| 4. | 243° 10' 30" | 14.71 | feet along the northeast side of Weliweli Road, to the point of beginning and containing an area of 430 square feet. |



Lihue, Hawaii
August 2020

DESCRIPTION PREPARED BY:
ESAKI SURVEYING & MAPPING, INC.

A handwritten signature in black ink, appearing to read "Dennis M. Esaki", written over a horizontal line.

Dennis M. Esaki
Licensed Professional Land Surveyor
Certificate Number 4383

LAND COURT
 STATE OF HAWAII
 LAND COURT APPLICATION 956
 DESIGNATION OF EASEMENTS W-1, W-2, AND W-3
 AFFECTING LOT 185
 AS SHOWN ON MAP 26

AT KOLOA, KAUAI, HAWAII



ESAKI SURVEYING AND MAPPING, INC.

1610 HALEUKANA STREET
 Lihue, Kauai, Hawaii
 August 13, 2020

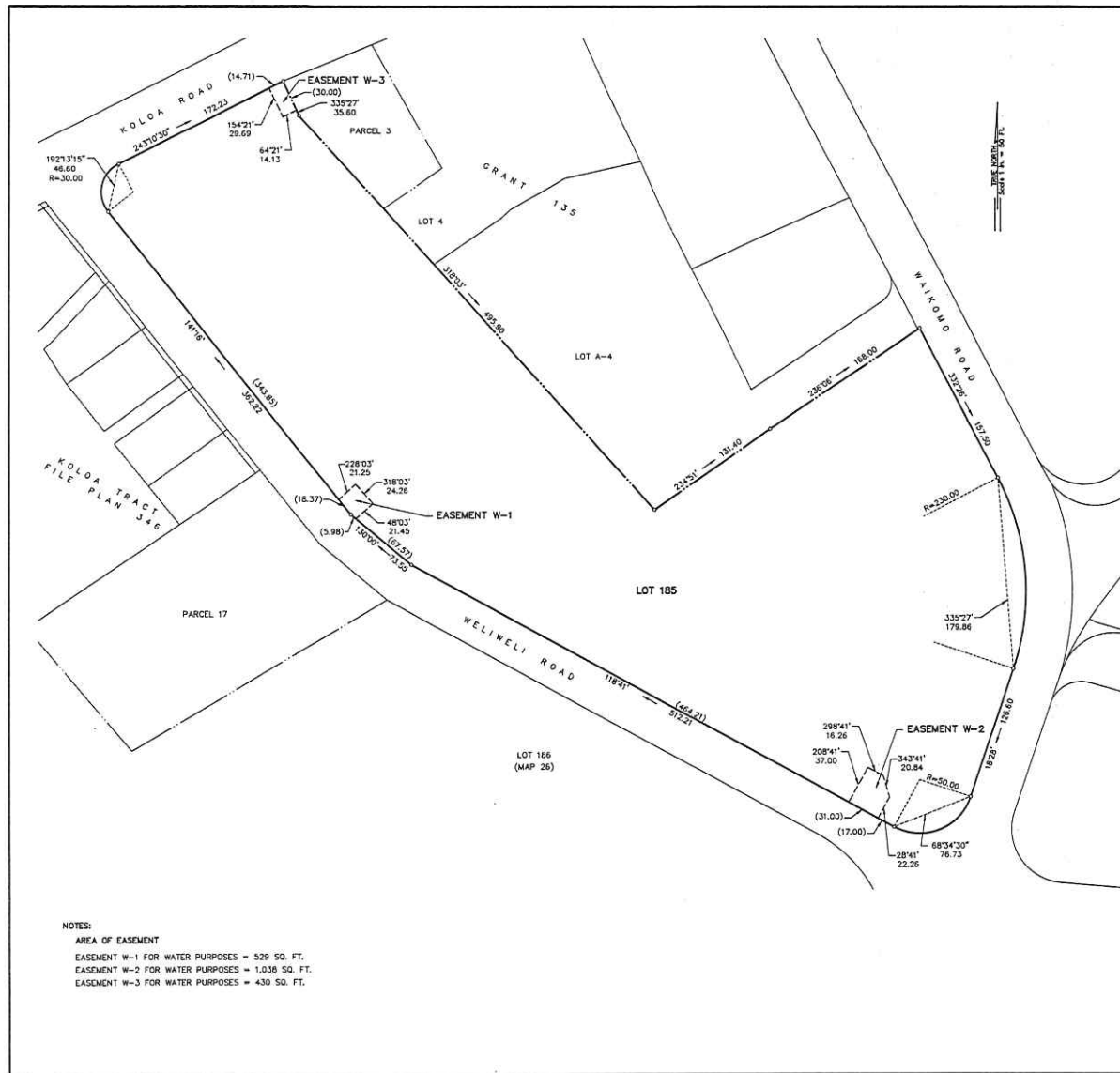
By: *[Signature]*
 Licensed Professional Land Surveyor
 Certificate Number 4383
 Land Court Certificate Number 185

OWNER: KOLOA VILLAGE LLC

TRANSFER CERTIFICATE OF TITLE: 1,090,069

AUTHORIZED AND APPROVED BY ORDER OF THE JUDGE
 OF THE LAND COURT DATED _____
 BY ORDER OF THE COURT.

REGISTRAR OF THE LAND COURT



NOTES:

- AREA OF EASEMENT
- EASEMENT W-1 FOR WATER PURPOSES = 529 SQ. FT.
- EASEMENT W-2 FOR WATER PURPOSES = 1,038 SQ. FT.
- EASEMENT W-3 FOR WATER PURPOSES = 430 SQ. FT.

DEPARTMENT OF WATER

County of Kaua'i

"Water has no Substitute – Conserve It!"

MANAGER'S REPORT No. 21-09

September 24, 2020

- Re: Discussion and Possible Action to approve a Grant of Easement Agreement for Construction Plans for Lot 114-A-1, TMK: (4) 2-3-012:003, Kalāheo Homesteads affecting the following:
- a. Guy A. Mechlem, Trustee of the Guy A. Mechlem and Jennifer M. Mechlem Revocable Living Trust dated March 6, 2002
 - b. Jennifer M. Mechlem, Trustee of the Guy A. Mechlem and Jennifer M. Mechlem Revocable Living Trust dated March 6, 2002
 - c. Richard Waalani Jr.
 - d. Michael A. Dahilig
 - e. Brandon S. Tengan and Nikki N. Tengan, husband and wife
 - f. Hanakekala, LLC, a Hawaii limited liability company
 - g. Hoihui, LLC, a Hawaii limited liability company
 - h. Dean S. Marugame and Nilda C. Marugame, husband and wife
 - i. Julius and Gloria Crescines, husband and wife

RECOMMENDATION:

It is recommended that the Board approve the Grant of Easement document; whereby, the above landowners, grant to the Board of Water Supply, County of Kaua'i, easement "W-1" on, over and under that certain parcel of land located TMK: (4) 2-3-012:003 as specified above in Kalāheo, Kōloa, Kaua'i, Hawai'i, for the following work:

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

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

FUNDING: N/A.

BACKGROUND:

As part of the constructions plans the subject project, the above owner installed a (9) 5/8" Water Meters, (1) RPDA, and (1) ARV for maintenance of the new waterline. The water facilities are on private property which requires an easement in favor of Department of Water for each facility.

OPTIONS

Option 1: Approve the Grant of Easement.

Pro: Project can be completed as designed. Project will attain certificate of completion.

Con: None.

Option 2: Do not approve the Grant of Easement.

Pro: None.

Con: Project won't be completed as designed. The project won't attain certificate of completion.

DM/CB:ein

Attachment: Grant of Easement – Hoihui, LLC., TMK: (4) 2-3-012:00, Kalāheo, Kōloa, Kaua'i, Hawai'i

Mgrp/September 2020/21-08/Discussion and Possible Action to approve a Grant of Easement Agreement for Construction Plans for Lot 114-A-1, TMK: (4) 2-3-012:003, Kalāheo Homesteads affecting the following:

- a. Guy A. Mechlem, Trustee of the Guy A. Mechlem and Jennifer M. Mechlem Revocable Living Trust dated March 6, 2002
- b. Jennifer M. Mechlem, Trustee of the Guy A. Mechlem and Jennifer M. Mechlem Revocable Living Trust dated March 6, 2002
- c. Richard Waalani Jr.
- d. Michael A. Dahilig
- e. Brandon S. Tengan and Nikki N. Tengan, husband and wife
- f. Hanakekala, LLC, a Hawaii limited liability company
- g. Hoihui, LLC, a Hawaii limited liability company
- h. Dean S. Marugame and Nilda C. Marugame, husband and wife
- i. Julius and Gloria Crescines, husband and wife

(9-24-20):ein

LAND COURT SYSTEM

REGULAR SYSTEM

After Recordation Return By: **MAIL [XX]** Pickup []

TO:

DEPARTMENT OF WATER

4398 PUA LOKE STREET

LIHUE, KAUAI, HAWAII 96766

T-21272

GRANT OF EASEMENT

for

TMK: (4) 2 - 3 - 0 1 2 : 0 0 3 ;

THIS INDENTURE is made on this _____ day of _____,

between

Guy A. Mechlem, Trustee of the Guy A. Mechlem and Jennifer M. Mechlem Revocable Living Trust dated March 6, 2002

Jennifer M. Mechlem, Trustee of the Guy A. Mechlem and Jennifer M. Mechlem Revocable Living Trust dated March 6, 2002

Richard Waalani Jr.

Michael A. Dahilig

Brandon S. Tengan and Nikki N. Tengan, husband and wife

Hanakekala, LLC, a Hawaii limited liability company

Hoihui, LLC, a Hawaii limited liability company

Dean S. Marugame and Nilda C. Marugame, husband and wife

Julius and Gloria Crescines, husband and wife

whose residence or business addresses respectively are:

610 E Bell Road Unit 2-116	Phoenix, Arizona	85022
610 E Bell Road Unit 2-116	Phoenix, Arizona	85022
3984 Kiani Street	Lawai, Kauai, Hawaii	96765
1970 Hanalima Street Apartment A201	Lihue, Kauai, Hawaii	96766
1090 Ala Napunani Street Apartment 407	Honolulu, Oahu, Hawaii	96818
4253 Rice Street Suite B	Lihue, Kauai, Hawaii	96766
4253 Rice Street Suite B	Lihue, Kauai, Hawaii	96766
3-3353 Kuhio Highway	Lihue, Kauai, Hawaii	96766
2894 Aukoi Street	Lihue, Kauai, Hawaii	96766

and whose residence or business mailing addresses respectively are:

610 E Bell Road Unit 2-116	Phoenix, Arizona	85022
610 E Bell Road Unit 2-116	Phoenix, Arizona	85022
Post Office Box 798	Lawai, Kauai, Hawaii	96765
1970 Hanalima Street Apartment A201	Lihue, Kauai, Hawaii	96766
1090 Ala Napunani Street Apartment 407	Honolulu, Oahu, Hawaii	96818
4253 Rice Street Suite B	Lihue, Kauai, Hawaii	96766
4253 Rice Street Suite B	Lihue, Kauai, Hawaii	96766
3-3353 Kuhio Highway	Lihue, Kauai, Hawaii	96766
Post Office Box 1914	Lihue, Kauai, Hawaii	96766

(hereafter individually or collectively "GRANTOR") and the **BOARD OF WATER SUPPLY, COUNTY OF KAUAI**, 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 an easement in perpetuity on, over, and under that certain parcel of land located generally at Koloa District, Kauai, Hawaii,

Tax Map Key No. (TMK) (4) 2 - 3 - 0 1 2 : 0 0 3 ;

Project Name: Construction Plans for Lot 114-A-1, Kalaheo Homesteads

Subdivision No.: Not Applicable, and more particularly described in Exhibit "A", which is attached and incorporated by reference into this grant of easement (hereafter "easement area").

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. In such an event, this easement shall cease to exist by operation of the GRANTEE's non-use, without any necessary action on the GRANTOR's part.

AND IN FURTHER CONSIDERATION of the rights granted to the GRANTEE the benefits accruing to the GRANTOR 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 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 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 re-located, 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 the subject of the easement area or any building or structure of any kind (other than roads, sidewalks, 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 from crossing over, constructing, and maintaining roadways within the easement area or laying, operating, maintaining, repairing, or removing conduits and drains which do not interfere with the exercise of the GRANTEE's rights under this easement; and

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.

When used within this document the term "GRANTOR" 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 term shall also mean the GRANTOR's or GRANTORS' 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 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 Grant of Easement 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.

OWNER: UNIT 1

**Guy A. Mechlem and Jennifer M. Mechlem Revocable Living Trust,
dated March 6, 2002**

Jennifer M. Mechlem

By: Jennifer M. Mechlem

Its: Trustee of the Guy A. Mechlem and
Jennifer M. Mechlem Revocable Liging
Trust, dated March 6, 2002

STATE OF Arizona)
COUNTY OF Maricopa) ss

On this 12 day of August, 2020, before me
appeared Jennifer M. Mechlem, to me known, who, being by me duly
sworn, did say that she is the Trustee of the Guy A. Mechlem and Jennifer M. Mechlem
Revocable Living Trust dated March 6, 2002 and that said instrument was signed on
behalf of said Trust and she acknowledged said instrument to be the free act and deed
of said Trust.



Carol F. Frew
Notary Public, State of Arizona
Name of Notary: Carol F. Frew
My Commission expires: 3/4/2022

GRANTOR

OWNER: UNIT 2

Richard Waalani Jr.

By: Richard Waalani Jr.

STATE OF HAWAII)
) ss.
COUNTY OF KAUAI)

On this 14 day of August, 2020, before me personally appeared Richard Waalani Jr.

- who is personally known to me
 - whose identity I proved on the basis of _____
 - whose identity I proved on the oath/affirmation of _____
- _____, a credible witness:

Who being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

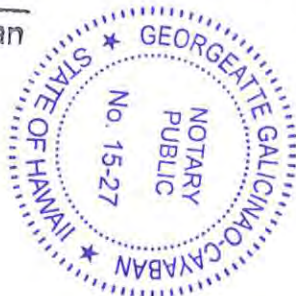
Doc. Date: 8/14/20 # Pages 20
Notary Name: _____ FIFTH Circuit
Doc. Description power grant of
easement

Georgeatte Galicinao-Cayaban
Notary Public, State of Hawaii

Georgeatte Galicinao-Cayaban 8/14/20
Notary Signature Date
NOTARY CERTIFICATION

Name of Notary: Georgeatte Galicinao-Cayaban
My Commission expires: 01/11/2023

Georgeatte Galicinao-Cayaban



GRANTOR

OWNER: UNIT 3

[Signature]
By: Michael A. Dahilig

STATE OF HAWAII)
) ss.
COUNTY OF KAUAI)

On this 13th day of August, 2020, before me personally appeared Michael A. Dahilig,

who is personally known to me
_____ whose identity I proved on the basis of _____
_____ whose identity I proved on the oath/affirmation of _____
_____, a credible witness:

Who being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Lani L. Agoot
Notary Public, State of Hawaii
Name of Notary: Lani L. Agoot
My Commission expires: 12/23/2020

Doc. Date: Undated # Pages: 20
Notary Name: Lani L. Agoot 5th Circuit
Doc. Description: Grant of Easement
Lani L. Agoot 8/13/2020
Notary Signature Date



GRANTOR

OWNER: UNIT 4

Nikki N. Tengan

By: Nikki N. Tengan

STATE OF HAWAII)
CITY & COUNTY OF HONOLULU)
COUNTY OF KAUAI)

On this 13TH day of AUGUST, 2020, before me personally appeared Nikki N. Tengan,

- who is personally known to me
- whose identity I proved on the basis of HDL H 004 02917 cv. 9/19/2023
- whose identity I proved on the oath/affirmation of _____
_____, a credible witness:

Who being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Doc. Date: undated # Pages: 20
Name: Kathy K. Shiratori 1st Circuit
Doc. Description: GRANT OF EASEMENT
TMK (4) 2-3-012: 023
Kathy K Shiratori 8/13/2020
Notary Signature Date

Kathy K Shiratori
Notary Public, State of Hawaii

Name of Notary: Kathy K. Shiratori
My Commission expires: 01/19/2024



GRANTOR

OWNER: UNIT 6, 8, 9

Hoihui, LLC, a Hawaii limited liability company

[Signature]

By: Scott Kouchi

Its: Managing Member

STATE OF HAWAII)
) ss.
COUNTY OF KAUAI)

On this 14 day of August, 2020 before me appeared
Scott Kouchi to me known, who, being by me duly sworn, did say that he is the
Managing Member of Hoihui, LLC
a Hawaii limited liability company and that said instrument was signed on
behalf of said LLC and he acknowledged said instrument to be the free act and deed of said
limited liability company.

Doc. Date: 8/14/20 # Pages 20
Notary Name: _____ FP Circuit
Doc. Description Dept of water
grant of easement

[Signature] 8/14/20
Notary Signature Date

NOTARY CERTIFICATION

[Signature]

Notary Public, State of Hawaii

Name of Notary: Georgette Galicinao-Cayanan

My Commission expires: 01/11/2023



GRANTOR

OWNER: UNIT 7

Dean S. Marugame

By: Dean S. Marugame

STATE OF HAWAII)
) ss.
COUNTY OF KAUAI)

On this 18th day of August, 2020, before me personally appeared Dean S. Marugame,

- who is personally known to me
 - whose identity I proved on the basis of Hawaii Drivers License
 - whose identity I proved on the oath/affirmation of _____
- _____, a credible witness:

Who being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



[Signature]
Notary Public, State of Hawaii

Name of Notary: Kristine K Frey
My Commission expires: 5/26/2023



Doc. Date: Undated # Pages 20
Notary Name: Kristine K. Frey Fifth Circuit
Doc. Description: Grant of Easement
[Signature] AUG 18 2020
Notary Signature Date

GRANTOR

OWNER: UNIT 7

Nilda C. Marugame
By: Nilda C. Marugame

STATE OF HAWAII)
) ss.
COUNTY OF KAUAI)

On this 18th day of August, 2020, before me personally appeared Nilda C. Marugame,

- who is personally known to me
 - whose identity I proved on the basis of Hawaii Drivers License
 - whose identity I proved on the oath/affirmation of _____
- _____, a credible witness:

Who being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

[Signature]

Notary Public, State of Hawaii

Name of Notary: _____

My Commission expires: 5/26/2023



Doc. Date: Undated # Pages: 20
 Notary Name: Kristine K. Frey Flth. Comm.
 Doc. Description: Grant of Easement
 Notary Signature: [Signature] Date: AUG 18 2020

GRANTOR

APPROVED:

By: _____
Its: Manager and Chief Engineer
Department of Water, County of Kauai

**APPROVED AS TO FORM
AND LEGALITY:**

Mahealani M. Pelt
By: _____
Its: Deputy County Attorney

ACCEPTED:

**BOARD OF WATER SUPPLY,
COUNTY OF KAUAI**

By: _____
Its: _____

STATE OF HAWAII)
) ss.
COUNTY OF KAUAI)

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

Notary Public, State of Hawaii
Name of Notary: _____
My Commission expires: _____

GRANTEE

DESCRIPTION

CORREGEDORE ESTATES
EASEMENT W-1
For Waterline Purposes

Being a Portion of Lot 114-A-1
Being also a Portion of Lot 114
of Kalaheo Homesteads, First Series,
Grant 6507 To Manoel G. Corrigidore

AT KALAHEO, (KONA), KAUAI, HAWAII

Beginning at the Northeast corner of this parcel of land being also on the West side of Hokua Road, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PAPAPAHOLAHOLA" being 5,202.06 feet South and 43.92 feet West, thence running by azimuths measured clockwise from true South:

- | | |
|-------------|--|
| 1. 11° 05' | 33.00 feet along the West side of Hokua Road; |
| 2. 101° 05' | 38.00 feet, along the remainder of Grant 6507; |
| 3. 191° 05' | 33.00 feet, along the remainder of Grant 6507; |
| 4. 281° 05' | 38.00 feet, along the remainder of Grant 6507 to the point of beginning and containing an area of 1,254 Square Feet. |

Description prepared by:

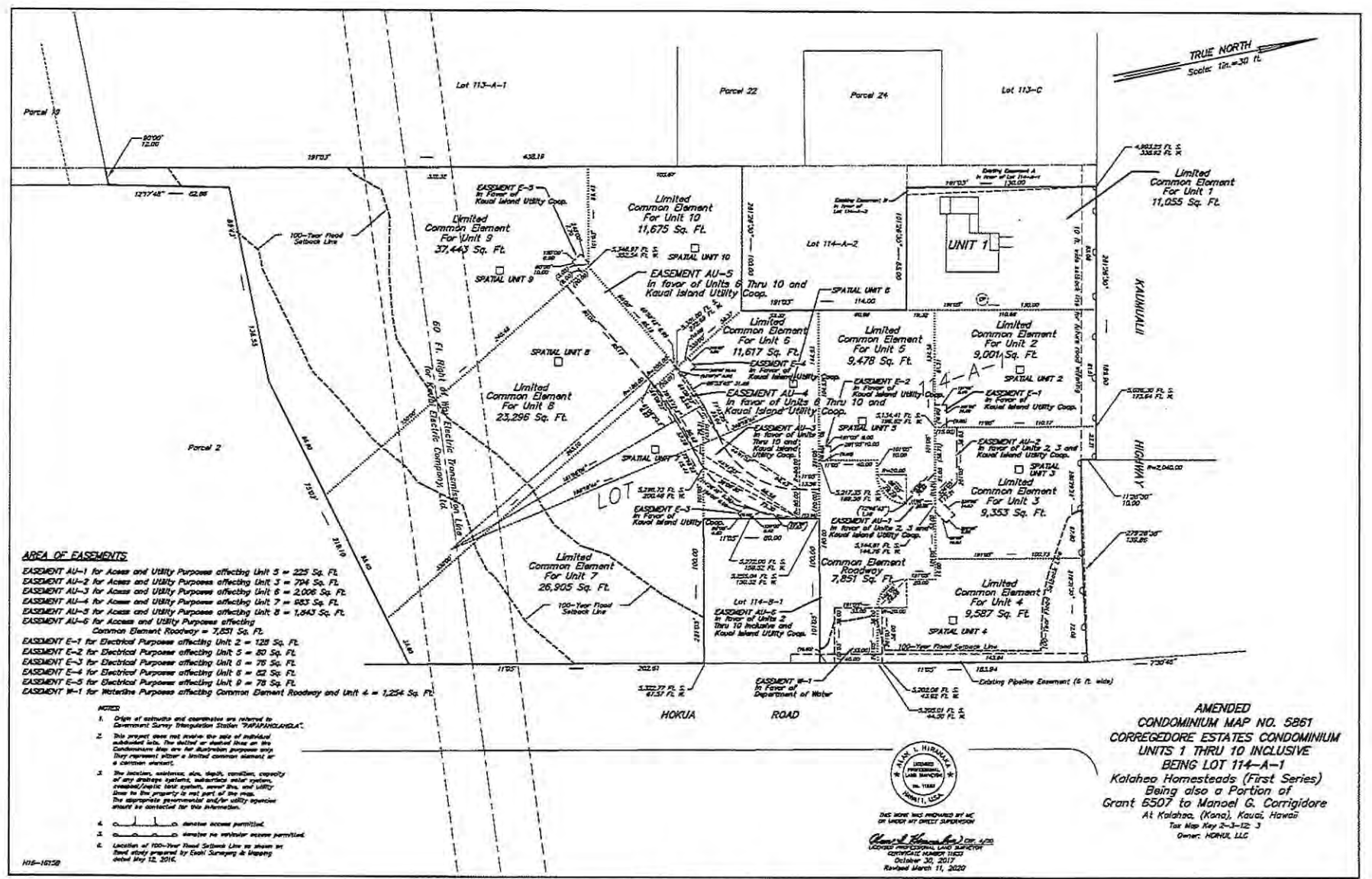
HIRANAKA SURVEYING AND MAPPING
Lihue, Kauai, Hawaii 96766



March 11, 2020

Alan I. Hiranaka Exp. 4/20
ALAN I. HIRANAKA
LICENSED PROFESSIONAL LAND SURVEYOR
CERTIFICATE NUMBER 11653

TRUE NORTH
Scale 1in.=30 ft.



AREA OF EASEMENTS

EASEMENT AU-1 for Access and Utility Purposes affecting Unit 5 = 225 Sq. Ft.
 EASEMENT AU-2 for Access and Utility Purposes affecting Unit 3 = 794 Sq. Ft.
 EASEMENT AU-3 for Access and Utility Purposes affecting Unit 6 = 2,006 Sq. Ft.
 EASEMENT AU-4 for Access and Utility Purposes affecting Unit 7 = 983 Sq. Ft.
 EASEMENT AU-5 for Access and Utility Purposes affecting Unit 8 = 1,843 Sq. Ft.
 EASEMENT AU-6 for Access and Utility Purposes affecting Common Element Roadway = 7,851 Sq. Ft.
 EASEMENT E-1 for Electrical Purposes affecting Unit 2 = 128 Sq. Ft.
 EASEMENT E-2 for Electrical Purposes affecting Unit 5 = 80 Sq. Ft.
 EASEMENT E-3 for Electrical Purposes affecting Unit 8 = 78 Sq. Ft.
 EASEMENT E-4 for Electrical Purposes affecting Unit 9 = 62 Sq. Ft.
 EASEMENT E-5 for Electrical Purposes affecting Unit 9 = 78 Sq. Ft.
 EASEMENT M-1 for Retentive Purposes affecting Common Element Roadway and Unit 4 = 1,254 Sq. Ft.

- NOTES**
1. Signs of easements and encumbrances are referred to Government Survey Station "SAPPAHOLAULA".
 2. This project does not involve the sale of individual subdivided lots. The limited or shared lots on this Condominium Map are for distribution purposes only. They represent either a limited common element or a common element.
 3. The location, existence, area, depth, condition, capacity of any drainage systems, subsurface water systems, overhead/underground utility systems, sewer lines, and utility lines to the property is not part of this map. The appropriate governmental and/or utility agencies should be contacted for this information.
 4. easement access permitted.
 5. easement no vehicular access permitted.
 6. Location of 100-Year Flood Setback Line as shown in final study prepared by Engh Surveying & Mapping dated May 12, 2016.

AMENDED
 CONDOMINIUM MAP NO. 5851
 CORREGEDORE ESTATES CONDOMINIUM
 UNITS 1 THRU 10 INCLUSIVE
 BEING LOT 114-A-1
 Kalaha Homesteads (First Series)
 Being also a Portion of
 Grant 5507 to Manoel G. Corrighore
 At Kalaha (Kaha), Kaula, Hawaii
 Tax Map Key 2-3-12 J
 Owner: HOKUA, LLC



THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION
 (L. HIRAKAWA) OF 1625
 LICENSED PROFESSIONAL LAND SURVEYOR
 CERTIFICATE NO. 11884
 EXPIRES 10/30/2027
 Revised March 11, 2020

HIRAKAWA SURVEYING AND MAPPING
 LHAU, KAUAI, HAWAII

H15-15128

DEPARTMENT OF WATER

County of Kaua'i

"Water has no Substitute – Conserve It!"

MANAGER'S REPORT No. 21-10

September 24, 2020

Re: Discussion and Possible Action to approve a Grant of Easement Agreement for Kulana Subdivision Onsite Water System, Phase I, affecting the following:

- a. Kulana Association of Apartment Owners, TMK: (4) 4-3-011:001, Kapa'a, Kaua'i, Hawai'i

RECOMMENDATION:

It is recommended that the Board approve the Grant of Easement document; whereby, the above landowners, grant to the Board of Water Supply, County of Kaua'i, easements "AU-1, AU-2, AU-3, AU-6, AU-7, AU-8, AU-23, AU-25, AU-26, AU-49, and AU-60 on, over and under that certain parcel of land located TMK: (4) 4-3-011:001 as specified above in Kapa'a, Kaua'i, Hawai'i, for the following work:

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

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 area.

FUNDING: N/A.

BACKGROUND:

As part of the constructions plans the subject project, the above owner installed new water mains and laterals, blow off assemblies, Air release valves, gate valves, cleanout, service laterals for 5/8" meters, and fire hydrants. The water facilities are on private property which requires an easement in favor of Department of Water.

OPTIONS

Option 1: Approve the Grant of Easement.

Pro: Project can be closed out as anticipated and certificate of completion can be issued provided all other requirements are met.

Con: None at this point.

Option 2: Do not approve the Grant of Easement.

Pro: None at this point.

Con: Project won't be closed out as anticipated. Certificate of completion will be delayed.

DM/ein

Attachment: Grant of Easement for Kulana Subdivision Onsite Water System, Phase I, TMK: (4) 4-3-011:001, Kapa'a, Kaua'i, Hawai'i

Mgrpp/September 2020/21-10/Discussion and Possible Action to approve a Grant of Easement Agreement for Kulana Subdivision Onsite Water System, Phase I, affecting the following: a) Kulana Association of Apartment Owners, TMK: (4) 4-3-011:001, Kapa'a, Kaua'i, Hawai'i (9-24-20):ein

LAND COURT SYSTEM

REGULAR SYSTEM

After Recordation Return By: **MAIL [XX]** Pickup []
TO:

DEPARTMENT OF WATER
4398 PUA LOKE STREET
LIHUE, KAUAI, HAWAII 96766

T-21054

GRANT OF EASEMENT
for
TMK: (4) 4 - 3 - 0 1 1 : 0 0 1 ;

THIS INDENTURE is made on this 24th day of September, 2020, between:

Kulana Association of Apartment Owners

whose mailing and principal place of business is:

2970 Haleko Road, Suite 205

Līhu'e, Kaua'i, Hawai'i

96766

(hereafter "GRANTOR") and the **BOARD OF WATER SUPPLY, COUNTY OF KAUA'I**, whose mailing address is 4398 Pua Loke Street, Līhu'e, Kaua'i, Hawai'i 96766 (hereafter "GRANTEE");

W I T N E S S E T H:

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 an easement in perpetuity on, over, and under that certain parcel of land located generally at Kawaihau District, Kaua'i, Hawai'i, Tax Map Key No. (4) 4 - 3 - 0 1 1 : 0 0 1; **Project Name:** Kulana Subdivision Onsite Water System, Phase 1 **Project No.:** Not Applicable, **Subdivision No.:** S-99-49, and more particularly described in **Exhibit "A"**, which is attached and incorporated by reference into this grant of easement (hereafter "easement area").

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. In such an event, this Grant of Easement shall cease to exist by operation of the GRANTEE's non-use, without any necessary action on the GRANTOR's part.

AND IN FURTHER CONSIDERATION of the rights granted to the GRANTEE and the benefits accruing to the GRANTOR under this Grant of 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 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 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 re-located, 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 the subject of the easement area or any building or structure of any kind (other than roads, sidewalks, curbs or similar appurtenances) on the surface of the land over 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 from crossing over, constructing, and maintaining roadways within the easement area or laying, operating,

maintaining, repairing, or removing conduits and drains which do not interfere with the exercise of the GRANTEE's rights under this easement; and

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.

When used within this document the term "GRANTOR" 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 term shall also mean the GRANTOR's or GRANTOR's 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 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.

[Remainder of this page was intentionally left blank]

APPROVED:

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

APPROVED AS TO FORM
AND LEGALITY:



Mahealani M. Krafft
Deputy County Attorney

ACCEPTED:
BOARD OF WATER SUPPLY,
COUNTY OF KAUA'I

By: Kurt Akamine
Its: Chairperson

GRANTEE

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

On this 24th day of September, 2020 in the 5th Circuit, State of Hawai'i, before me personally appeared **Kurt Akamine**, who is personally known to me or whose identity I proved on the basis of satisfactory evidence, who being by me duly sworn or affirmed, did say that such person is the **Chairperson** for the **Board of Water Supply, County of Kaua'i** executed **Grant of Easement** for **TMK: (4) 4 - 3 - 0 1 1 : 0 0 1** dated September 24, 2020 and consisting of **41** pages at the time of notarization, as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Notary Public, State of Hawaii
Name of Notary: Mary-jane Akuna
My Commission expires: March 30, 2022

(Affix Seal)

OWNER:
KULANA ASSOCIATION OF APARTMENT OWNERS

OWNER:
KULANA ASSOCIATION OF APARTMENT OWNERS

Brad W. Rockwell
By: Brad Rockwell
Its: President

Mark Sullivan
By: Mark Sullivan
Its: Treasurer

GRANTOR

STATE OF Hawaii)
COUNTY OF Kauai) ss

On this 10th day of September, 2020, in the 5th Circuit, State of Hawaii, before me appeared **Brad Rockwell** who is personally known to me or whose identity I proved on the basis of satisfactory evidence, being by me duly sworn or affirmed, did say that such person is the **President of Kulana Association of Apartment Owners** executed **Grant of Easement for TMK: (4) 4-3-011:001** dated -undated- and consisting of 40 pages at the time of notarization, as the free act and deed of such person, and if applicable in the capacity shown, have been duly authorized to execute such instrument in such capacity. *ylhp*



Lisa Fernandez
Notary Public, State of Hawaii
Name of Notary: Lisa Fernandez (Affix Seal)
My Commission expires: 8/11/2022

STATE OF _____)
COUNTY OF _____) ss

On this 10th day of _____, 2020, in the _____ Circuit, State of _____, before me appeared **Mark Sullivan** who is personally known to me or whose identity I proved on the basis of satisfactory evidence, being by me duly sworn or affirmed, did say that such person is the **Treasurer of Kulana Association of Apartment Owners** executed **Grant of Easement for TMK: (4) 4-3-011:001** dated _____ and consisting of 40 pages at the time of notarization, as the free act and deed of such person, and if applicable in the capacity shown, have been duly authorized to execute such instrument in such capacity.

-SEE ATTACHED-
Notary Public, State of _____
Name of Notary: _____ (Affix Seal)
My Commission expires: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SAN DIEGO }

On 9-8-2020 before me, STEVE HOLL, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared MARK SULLIVAN
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: GRANT OF EASEMENT

Document Date: UNDATED Number of Pages: 41

Signer(s) Other Than Named Above: NONE AT THIS TIME.

Capacity(ies) Claimed by Signer(s)

Signer's Name: MARK SULLIVAN Signer's Name: _____

Corporate Officer – Title(s): TREASURER Corporate Officer – Title(s): _____

Partner – Limited General Partner – Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian of Conservator Trustee Guardian of Conservator

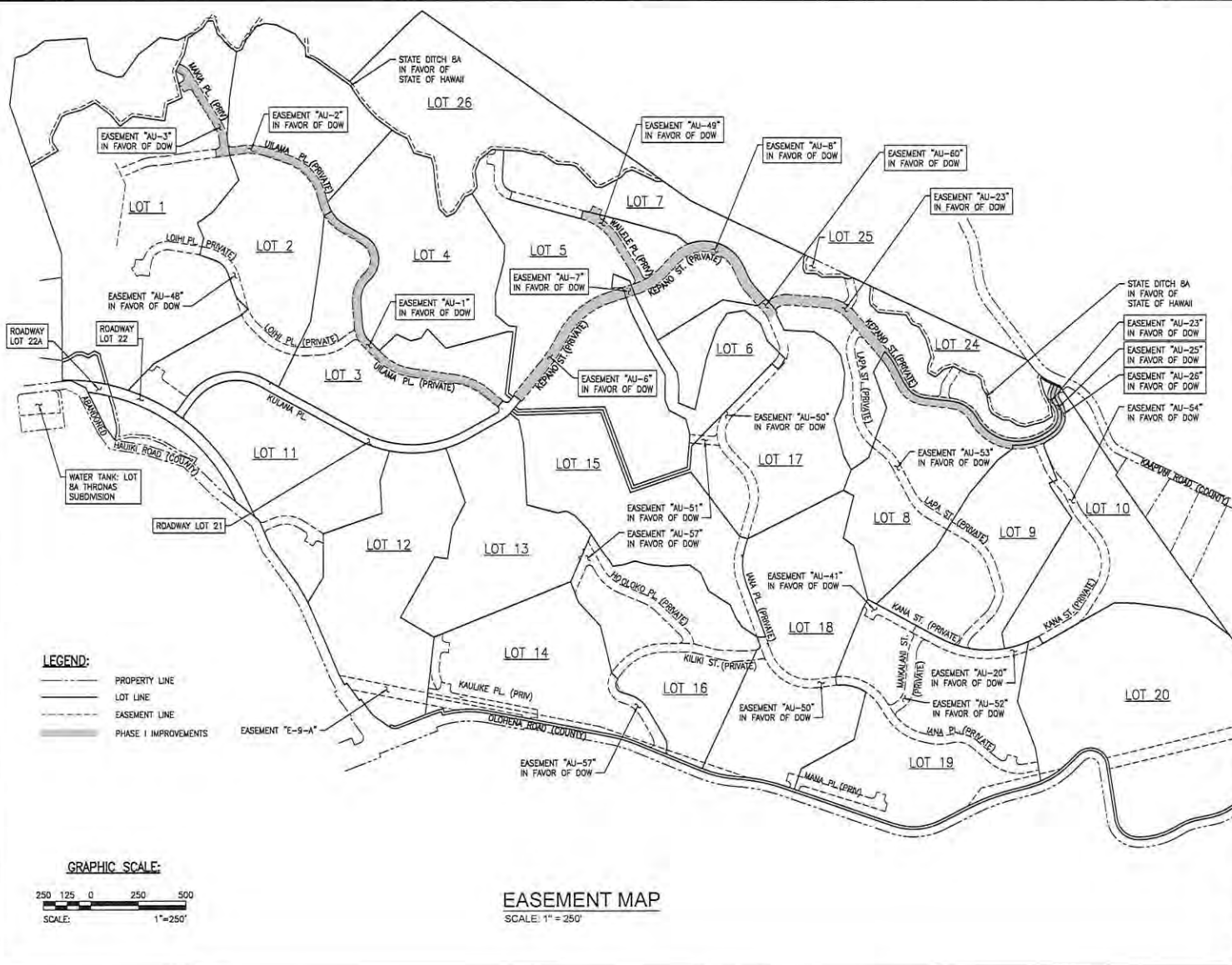
Other: _____ Other: _____

Signer is Representing: KULANA ASSOCIATION OF APARTMENT OWNERS Signer is Representing: _____

EXHIBIT "A"



NOTE:
 THIS EASEMENT MAP SHOWS THE ACCESS AND UTILITY EASEMENTS FOR THE PHASE I ONSITE WATER SYSTEM IMPROVEMENTS. FOR COMPREHENSIVE LAYOUT OF EASEMENTS, SEE THE MAY 12, 2017 AMENDED KULANA SUBDIVISION MAP BY ES&G SURVEYING AND MAPPING, INC.
 AU-1 THRU AU-57, LOT 21 & LOT 22
 TWK: (4) 4-3-011-001



LEGEND:
 - - - - - PROPERTY LINE
 _____ LOT LINE
 - - - - - EASEMENT LINE
 - - - - - PHASE I IMPROVEMENTS
 - - - - - EASEMENT "E-9-A"

GRAPHIC SCALE:
 250 125 0 250 500
 SCALE: 1"=250'

EASEMENT MAP
 SCALE: 1"=250'

01/02/18	DOW COMMENTS - NEW SHEET	WF	
DATE	REVISION	DESCRIPTION	BY
01/02/18		KULANA SUBDIVISION ONSITE WATER SYSTEM - PHASE I	
EASEMENT MAP			
APPROVED:			
THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION AND CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION.			DRAWING NO.: T-4
WB	DT	WB	WB
DESIGNED BY	DRAWN BY	CHECKED BY	PROJECT NO.
			14005
			JAN. 10, 2018

Plan: T-4, 04 Aug 2016, 1:43 PM - By: BOBOW
 S:\Projects\2016\KULANA\2016-08-24\KULANA PHASE I - ONSITE WATER SYSTEM PHASE I.dwg

			thence along the remainder of Lot 3, Kūlana Subdivision, on a curve to the right with a radius of 192.00 feet, the chord azimuth and distance being:
8.	201° 50'	168.84	feet;
			thence along the remainder of Lot 3, Kūlana Subdivision, on a curve to the left with a radius of 98.00 feet, the chord azimuth and distance being:
9.	174° 25' 30"	157.54	feet;
10.	120° 56'	128.53	feet along the remainder of Lot 3, Kūlana Subdivision;
			thence along the remainder of Lot 3, Kūlana Subdivision, on a curve to the right with a radius of 242.00 feet, the chord azimuth and distance being:
11.	135° 13'	119.41	feet;
12.	239° 30'	44.00	feet along Lot 2, Kūlana Subdivision;
			thence along Lot 4, Kūlana Subdivision, on a curve to the left with a radius of 198.00 feet, the chord azimuth and distance being:
13.	315° 13'	97.70	feet;
14.	300° 56'	128.53	feet along Lot 4, Kūlana Subdivision;
			thence along Lot 4, Kūlana Subdivision, on a curve to the right with a radius of 142.00 feet, the chord azimuth and distance being:
15.	354° 25' 30"	228.27	feet;
			thence along Lot 4, Kūlana Subdivision, on a curve to the left with a radius of 148.00 feet, the chord azimuth and distance being:
16.	21° 50'	130.14	feet;

17. 355° 45'	128.60	feet along Lot 4, Kūlana Subdivision; thence along Lot 4, Kūlana Subdivision, on a curve to the left with a radius of 118.00 feet, the chord azimuth and distance being:
18. 335° 18'	82.46	feet;
19. 314° 51'	99.74	feet along Lot 4, and along the remainder of Lot 3, Kūlana Subdivision; thence along the remainder of Lot 3, Kūlana Subdivision, on a curve to the left with a radius of 278.00 feet, the chord azimuth and distance being:
20. 296° 22' 30"	176.19	feet;
21. 277° 54'	229.83	feet along the remainder of Lot 3, Kūlana Subdivision; thence along the remainder of Lot 3, Kūlana Subdivision, on a curve to the right with a radius of 357.00 feet, the chord azimuth and distance being:
22. 293° 50' 30"	196.11	feet;
23. 309° 47'	87.97	feet along the remainder of Lot 3, Kūlana Subdivision;

24. 39° 47'

44.00

feet along the North side of Roadway Lot 21, Kūlana Subdivision, to the point of beginning and containing an area of 1.660 Acres.



DESCRIPTION PREPARED BY:
ESAKI SURVEYING & MAPPING, INC.

A handwritten signature in black ink, appearing to read "Dennis M. Esaki", written over a horizontal line.

Dennis M. Esaki
Licensed Professional Land Surveyor
Certificate Number 4383

Lihue, Hawaii
July 2020

EASEMENT AU-2

44.00 Feet Wide

(for Pedestrian and Vehicular Access and Utility purposes)

LAND SITUATED AT KAPAA, KAWAIHAU, KAUAI, HAWAII

Being Portion of Lot 2, Kūlana Subdivision

Being also Portion of Grant 5266 to Rufus P. Spalding

Beginning at the South corner of this parcel of land, at the Northwest corner of Lot 3, Kūlana Subdivision, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 10,178.53 feet North and 1,964.05 feet East, thence running by azimuths measured clockwise from True South:

- | | | | |
|----|-------------|--------|--|
| | | | along the remainder of Lot 2, Kūlana Subdivision, on a curve to the right with a radius of 242.00 feet, the chord azimuth and distance being: |
| 1. | 157° 10' | 64.57 | feet; |
| 2. | 164° 50' | 38.51 | feet along the remainder of Lot 2, Kūlana Subdivision; |
| | | | thence along the remainder of Lot 2 Kūlana Subdivision, on a curve to the left with a radius of 258.00 feet, the chord azimuth and distance being: |
| 3. | 137° 00' | 240.92 | feet; |
| 4. | 109° 10' | 110.15 | feet along the remainder of Lot 2, Kūlana Subdivision; |
| | | | thence along the remainder of Lot 2 Kūlana Subdivision, on a curve to the left with a radius of 278.00 feet, the chord azimuth and distance being: |
| 5. | 95° 51' 30" | 127.99 | feet; |
| 6. | 82° 33' | 68.33 | feet along the remainder of Lot 2, Kūlana Subdivision; |
| 7. | 172° 33' | 64.00 | feet along Lot 1, Kūlana Subdivision; |

			thence along the remainder of Lot 2, Kūlana Subdivision, on a curve to the left with a radius of 20.00 feet, the chord azimuth and distance being:
8.	307° 33'	28.28	feet;
9.	262° 33'	48.33	feet along the remainder of Lot 2, Kūlana Subdivision;
			thence along the remainder of Lot 2, Kūlana Subdivision, on a curve to the right with a radius of 322.00 feet, the chord azimuth and distance being:
10.	275° 51' 30"	148.24	feet;
11.	289° 10'	110.15	feet along the remainder of Lot 2, Kūlana Subdivision;
			thence along the remainder of Lot 2, Kūlana Subdivision, on a curve to the right with a radius of 302.00 feet, the chord azimuth and distance being:
12.	317° 00'	282.01	feet;
13.	344° 50'	38.51	feet along the remainder of Lot 2, Kūlana Subdivision;
			thence along Lot 4, Kūlana Subdivision, on a curve to the left with a radius of 198.00 feet, the chord azimuth and distance being:
14.	337° 10'	52.83	feet;

15. 59° 30'

44.00

feet along Lot 3, Kūlana Subdivision, to the point of beginning and containing an area of 0.696 Acre.



Lihue, Hawaii
July 2020

DESCRIPTION PREPARED BY:
ESAKI SURVEYING & MAPPING, INC.

A handwritten signature in black ink, appearing to read "Dennis M. Esaki", written over a horizontal line.

Dennis M. Esaki
Licensed Professional Land Surveyor
Certificate Number 4383

EASEMENT AU-3

44.00 Feet Wide

(for Pedestrian and Vehicular Access and Utility purposes)

LAND SITUATED AT KAPAA, KAWAIHAU, KAUAI, HAWAII

Being Portion of Lot 1, Kūlana Subdivision

Being also Portion of Grant 5266 to Rufus P. Spalding

Beginning at the Southeast corner of this parcel of land, on the West boundary of Lot 2, Kūlana Subdivision, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 10,491.78 feet North and 1,465.49 feet East, thence running by azimuths measured clockwise from True South:

1. 82° 33' 70.00 feet along the remainder of Lot 1, Kūlana Subdivision;
2. 172° 33' 44.00 feet along the remainder of Lot 1, Kūlana Subdivision;
3. 262° 33' 6.00 feet along the remainder of Lot 1, Kūlana Subdivision;
- thence along the remainder of Lot 1, Kūlana Subdivision, on a curve to the left with a radius of 20.00 feet, the chord azimuth and distance being:
4. 217° 33' 28.28 feet;
5. 172° 33' 36.13 feet along the remainder of Lot 1, Kūlana Subdivision;
- thence along the remainder of Lot 1, Kūlana Subdivision, on a curve to the left with a radius of 128.00 feet, the chord azimuth and distance being:
6. 160° 29' 53.52 feet;
7. 148° 25' 231.37 feet along the remainder of Lot 1, Kūlana Subdivision;

		thence along the remainder of Lot 1, Kūlana Subdivision, on a curve to the left with a radius of 20.00 feet, the chord azimuth and distance being:
8.	103° 25'	28.28 feet;
9.	58° 25'	20.00 feet along the remainder of Lot 1, Kūlana Subdivision;
10.	148° 25'	52.00 feet along the remainder of Lot 1, Kūlana Subdivision;
11.	238° 25'	20.00 feet along the remainder of Lot 1, Kūlana Subdivision;
		thence along the remainder of Lot 1, Kūlana Subdivision, on a curve to the left with a radius of 20.00 feet, the chord azimuth and distance being:
12.	193° 25'	28.28 feet;
		thence along the remainder of Lot 1, Kūlana Subdivision, on a curve to the left with a radius of 38.00 feet, the chord azimuth and distance being:
13.	133° 06' 30"	20.06 feet;
14.	117° 48'	29.61 feet along the remainder of Lot 1, Kūlana Subdivision;
15.	207° 48'	44.00 feet along State Ditch 8A Portion 1;
16.	297° 48'	29.61 feet along the remainder of Lot 1, Kūlana Subdivision;
		thence along the remainder of Lot 1, Kūlana Subdivision, on a curve to the right with a radius of 82.00 feet, the chord azimuth and distance being:
17.	313° 06' 30"	43.30 feet;

- | | | |
|--------------|--------|--|
| 18. 328° 25' | 323.37 | feet along the remainder of Lot 1, Kūlana Subdivision; |
| | | thence along the remainder of Lot 1, Kūlana Subdivision, on a curve to the right with a radius of 172.00 feet, the chord azimuth and distance being: |
| 19. 340° 29' | 71.91 | feet; |
| 20. 352° 33' | 100.13 | feet along Lot 2, Kūlana Subdivision, to the point of beginning and containing an area of 0.634 Acre. |



DESCRIPTION PREPARED BY:
 ESAKI SURVEYING & MAPPING, INC.

A handwritten signature in black ink, appearing to read "Dennis M. Esaki".

 Dennis M. Esaki
 Licensed Professional Land Surveyor
 Certificate Number 4383

Lihue, Hawaii
 July 2020

EASEMENT AU-6

56.00 Feet Wide

(for Pedestrian and Vehicular Access and Utility purposes)

LAND SITUATED AT KAPAA, KAWAIHAU, KAUAI, HAWAII

Being Portion of Lot 5, Kūlana Subdivision

Being also Portion of Grant 5266 to Rufus P. Spalding

Beginning at the Southwest corner of this parcel of land, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 9,230.67 feet North and 2,957.14 feet East, thence running by azimuths measured clockwise from True South:

- | | | | |
|----|----------|--------|--|
| 1. | 219° 47' | 209.70 | feet along the remainder of Lot 5, Kūlana Subdivision; |
| | | | thence along the remainder of Lot 5, Kūlana Subdivision, on a curve to the left with a radius of 772.00 feet, the chord azimuth and distance being: |
| 2. | 213° 09' | 178.36 | feet; |
| | | | thence along the remainder of Lot 5, Kūlana Subdivision, on a curve to the right with a radius of 448.00 feet, the chord azimuth and distance being: |
| 3. | 229° 10' | 345.05 | feet; |
| 4. | 251° 49' | 87.95 | feet along the remainder of Lot 5, Kūlana Subdivision; |
| 5. | 340° 54' | 56.01 | feet along Lot 6, Kūlana Subdivision; |
| 6. | 71° 49' | 88.85 | feet along the remainder of Lot 5, Kūlana Subdivision; |
| | | | thence along the remainder of Lot 5, Kūlana Subdivision, on a curve to the left with a radius of 392.00 feet, the chord azimuth and distance being: |
| 7. | 49° 10' | 301.92 | feet; |

thence along the remainder of Lot 5, Kūlana Subdivision, on a curve to the right with a radius of 828.00 feet, the chord azimuth and distance being:

- | | | | |
|-----|----------|--------|---|
| 8. | 33° 09' | 191.29 | feet; |
| 9. | 39° 47' | 209.70 | feet along the remainder of Lot 5, Kūlana Subdivision; |
| 10. | 129° 47' | 56.00 | feet along the remainder of Lot 5, and along the North side of Roadway Lot 21, Kūlana Subdivision, to the point of beginning and containing an area of 1.048 Acres. |



DESCRIPTION PREPARED BY:
ESAKI SURVEYING & MAPPING, INC.

A handwritten signature in black ink, appearing to read "Dennis M. Esaki", written over a horizontal line.

Dennis M. Esaki
Licensed Professional Land Surveyor
Certificate Number 4383

Lihue, Hawaii
July 2020

EASEMENT AU-7

56.00 Feet Wide

(for Pedestrian and Vehicular Access and Utility purposes)

LAND SITUATED AT KAPAA, KAWAIHAU, KAUAI, HAWAII

Being Portion of Lot 6, Kūlana Subdivision
Being also Portion of Grant 5266 to Rufus P. Spalding

Beginning at the Northwest corner of this parcel of land, on the boundary of Lot 5, Kūlana Subdivision, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 9,794.21 feet North and 3,533.48 feet East, thence running by azimuths measured clockwise from True South:

- | | | | |
|----|----------|-------|---|
| 1. | 251° 49' | 48.05 | feet along the remainder of Lot 6, Kūlana Subdivision; |
| 2. | 340° 54' | 56.01 | feet along Lot 5, Kūlana Subdivision; |
| 3. | 71° 49' | 48.05 | feet along the remainder of Lot 6, Kūlana Subdivision; |
| 4. | 160° 54' | 56.01 | feet along Lot 5, Kūlana Subdivision, to the point of beginning and containing an area of 0.062 Acre. |



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Lihue, Hawaii
July 2020

9.	138° 24'	93.08	feet along the remainder of Lot 5, Kūlana Subdivision;
			thence along the remainder of Lot 5, Kūlana Subdivision, on a curve to the right with a radius of 228.00 feet, the chord azimuth and distance being:
10.	146° 53' 30"	67.34	feet;
11.	155° 23'	66.92	feet along the remainder of Lot 5, Kūlana Subdivision;
			thence along the remainder of Lot 5, Kūlana Subdivision, on a curve to the left with a radius of 172.00 feet, the chord azimuth and distance being:
12.	99° 24'	285.13	feet;
13.	43° 25'	100.22	feet along the remainder of Lot 5, Kūlana Subdivision;
			thence along the remainder of Lot 5, Kūlana Subdivision, on a curve to the right with a radius of 358.00 feet, the chord azimuth and distance being:
14.	57° 37'	175.64	feet;
15.	71° 49'	24.46	feet along the remainder of Lot 5, Kūlana Subdivision;

16. 160° 54'

56.01

feet along Lot 6, Kūlana Subdivision, to the point of beginning and containing an area of 1.156 Acres.



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Lihue, Hawaii
July 2020

EASEMENT AU-23
16.00 Feet and 56.00 Feet Wide
(for Pedestrian and Vehicular Access and Utility purposes)

LAND SITUATED AT KAPAA, KAWAIHAU, KAUAI, HAWAII

Being Portion of Lot 7, Kūlana Subdivision
Being also Portion of Grant 5266 to Rufus P. Spalding

Beginning at the West corner of this parcel of land, at the corner of Lots 5 and 17, Kūlana Subdivision, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 9,734.54 feet North and 4,287.54 feet East, thence running by azimuths measured clockwise from True South:

- | | | |
|----|--------------|--|
| | | along the remainder of Lot 7, Kūlana Subdivision, on a curve to the left with a radius of 20.00 feet, the chord azimuth and distance being: |
| 1. | 276° 02' 33" | 26.95 feet; |
| | | thence along the remainder of Lot 7, Kūlana Subdivision, on a curve to the right with a radius of 132.00 feet, the chord azimuth and distance being: |
| 2. | 254° 01' 33" | 91.77 feet; |
| 3. | 274° 22' | 200.71 feet along the remainder of Lot 7, Kūlana Subdivision; |
| | | thence along the remainder of Lot 7, Kūlana Subdivision, on a curve to the right with a radius of 228.00 feet, the chord azimuth and distance being: |
| 4. | 297° 05' 30" | 176.16 feet; |
| 5. | 319° 49' | 292.96 feet along the remainder of Lot 7, Kūlana Subdivision; |
| | | thence along the remainder of Lot 7, Kūlana Subdivision, on a curve to the right with a radius of 218.00 feet, the chord azimuth and distance being: |
| 6. | 325° 53' | 46.08 feet; |

7.	331° 57'	120.94	feet along the remainder of Lot 7, Kūlana Subdivision;
			thence along the remainder of Lot 7, Kūlana Subdivision, on a curve to the left with a radius of 127.00 feet, the chord azimuth and distance being:
8.	304° 27'	117.28	feet;
9.	276° 57'	141.07	feet along the remainder of Lot 7, Kūlana Subdivision;
			thence along the remainder of Lot 7, Kūlana Subdivision, on a curve to the right with a radius of 188.00 feet, the chord azimuth and distance being:
10.	304° 17' 30"	172.70	feet;
			thence along the remainder of Lot 7, Kūlana Subdivision, on a curve to the left with a radius of 222.00 feet, the chord azimuth and distance being:
11.	302° 58' 30"	212.94	feet;
			thence along the remainder of Lot 7, Kūlana Subdivision, on a curve to the left with a radius of 272.00 feet, the chord azimuth and distance being:
12.	253° 06' 30"	196.80	feet;
			thence along the remainder of Lot 7, Kūlana Subdivision, on a curve to the left with a radius of 80.00 feet, the chord azimuth and distance being:
13.	191° 17'	104.16	feet;
14.	150° 40'	34.04	feet along the remainder of Lot 7, Kūlana Subdivision;

		thence along the remainder of Lot 7, Kūlana Subdivision, on a curve to the right with a radius of 78.00 feet, the chord azimuth and distance being:
15.	176° 50'	68.79 feet;
16.	203° 00'	21.67 feet along the remainder of Lot 7, Kūlana Subdivision;
		thence along the remainder of Lot 7, Kūlana Subdivision, on a curve to the left with a radius of 20.00 feet, the chord azimuth and distance being:
17.	159° 58' 31"	27.29 feet;
		thence along the South side of Kaapuni Road, on a curve to the left with a radius of 241.29 feet, the chord azimuth and distance being:
18.	294° 58' 31"	16.63 feet;
19.	293° 00'	18.00 feet along the South side of Kaapuni Road;
20.	23° 00'	41.04 feet along Lot 8, Kūlana Subdivision;
		thence along Lot 8, Kūlana Subdivision, on a curve to the left with a radius of 62.00 feet, the chord azimuth and distance being:
21.	356° 50'	54.68 feet;
22.	330° 40'	34.04 feet along Lot 8, Kūlana Subdivision;
		thence along Lot 8, Kūlana Subdivision, on a curve to the right with a radius of 96.00 feet, the chord azimuth and distance being:
23.	11° 17'	124.99 feet;
		thence along Lot 8, Kūlana Subdivision, on a curve to the right with a radius of 288.00 feet, the chord azimuth and distance being:
24.	73° 06' 30"	208.37 feet;

			thence along Lot 8, Kūlana Subdivision, on a curve to the right with a radius of 238.00 feet, the chord azimuth and distance being:
25.	122° 58' 30"	228.28	feet;
			thence along Lot 8, Kūlana Subdivision, on a curve to the left with a radius of 172.00 feet, the chord azimuth and distance being:
26.	124° 17' 30"	158.00	feet;
27.	96° 57'	141.07	feet along Lot 8, Kūlana Subdivision;
			thence along Lot 8, Kūlana Subdivision, on a curve to the right with a radius of 143.00 feet, the chord azimuth and distance being:
28.	124° 27'	132.06	feet;
29.	151° 57'	120.94	feet along Lot 8, Kūlana Subdivision;
			thence along Lot 8, Kūlana Subdivision, on a curve to the left with a radius of 202.00 feet, the chord azimuth and distance being:
30.	145° 53'	42.70	feet;
31.	139° 49'	35.01	feet along Lot 8, Kūlana Subdivision;
32.	28° 33'	42.92	feet along Lot 8, Kūlana Subdivision;
33.	139° 49'	273.52	feet along the remainder of Lot 7, Kūlana Subdivision;
			thence along the remainder of Lot 7, Kūlana Subdivision, on a curve to the left with a radius of 172.00 feet, the chord azimuth and distance being:
34.	117° 05' 30"	132.89	feet;
35.	94° 22'	200.71	feet along the remainder of Lot 7, Kūlana Subdivision;

thence along the remainder of Lot 7, Kūlana Subdivision, on a curve to the left with a radius of 76.00 feet, the chord azimuth and distance being:

36. 75° 32' 29" 49.05 feet;

thence along the remainder of Lot 7, Kūlana Subdivision, on a curve to the left with a radius of 20.00 feet, the chord azimuth and distance being:

37. 14° 28' .56" 26.89 feet;

thence along Lot 17, Kūlana Subdivision, on a curve to the left with a radius of 183.00 feet, the chord azimuth and distance being:

38. 145° 19' 27" 44.12 feet;

39. 138° 24' 47.35 feet along Lot 17, Kūlana Subdivision, to the point of beginning and containing an area of 1.415 Acres.



DESCRIPTION PREPARED BY:
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A handwritten signature in black ink, appearing to read "Dennis M. Esaki".

Dennis M. Esaki
Licensed Professional Land Surveyor
Certificate Number 4383

Lihue, Hawaii
July 2020

EASEMENT AU-25
20.00 Feet and 40 Feet Wide

(for Pedestrian and Vehicular Access and Utility purposes)

LAND SITUATED AT KAPAA, KAWAIHAU, KAUAI, HAWAII

Being Portion of Lot 8, Kūlana Subdivision
Being also Portion of Grant 5266 to Rufus P. Spalding

Beginning at the Northeast corner of this parcel of land, at the Northwest corner of Lot 9, Kūlana Subdivision, on the South side of Kaapuni Road, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 9,277.55 feet North and 5,826.71 feet East, thence running by azimuths measured clockwise from True South:

1. 23° 00' 41.04 feet along Lot 9, Kūlana Subdivision;
thence along Lot 9, Kūlana Subdivision, on a curve to the left with a radius of 42.00 feet, the chord azimuth and distance being:
2. 356° 50' 37.04 feet;
3. 330° 40' 34.04 feet along Lot 9, Kūlana Subdivision;
thence along Lot 9, Kūlana Subdivision, on a curve to the right with a radius of 116.00 feet, the chord azimuth and distance being:
4. 11° 17' 151.03 feet;
thence along Lot 9, Kūlana Subdivision, on a curve to the right with a radius of 308.00 feet, the chord azimuth and distance being:
5. 73° 06' 30" 222.84 feet;
6. 4° 19' 20.00 feet along Lot 9, Kūlana Subdivision;
thence along the remainder of Lot 8, Kūlana Subdivision, on a curve to the right with a radius of 278.00 feet, the chord azimuth and distance being:
7. 122° 58' 30" 266.65 feet;

thence along the remainder of Lot 8, Kūlana Subdivision, on a curve to the left with a radius of 132.00 feet, the chord azimuth and distance being:

- | | | | |
|-----|--------------|--------|--|
| 8. | 124° 17' 30" | 121.25 | feet; |
| 9. | 96° 57' | 141.07 | feet along the remainder of Lot 8, Kūlana Subdivision; |
| | | | thence along the remainder of Lot 8, Kūlana Subdivision, on a curve to the right with a radius of 183.00 feet, the chord azimuth and distance being: |
| 10. | 124° 27' | 169.00 | feet; |
| 11. | 151° 57' | 120.94 | feet along the remainder of Lot 8, Kūlana Subdivision; |
| | | | thence along the remainder of Lot 8, Kūlana Subdivision, on a curve to the left with a radius of 162.00 feet, the chord azimuth and distance being: |
| 12. | 145° 53' | 34.24 | feet; |
| 13. | 139° 49' | 19.44 | feet along the remainder of Lot 8, Kūlana Subdivision; |
| 14. | 208° 33' | 42.92 | feet along Lot 7, Kūlana Subdivision; |
| 15. | 319° 49' | 35.01 | feet along Lot 7, Kūlana Subdivision; |
| | | | thence along Lot 7, Kūlana Subdivision, on a curve to the right with a radius of 202.00 feet, the chord azimuth and distance being: |
| 16. | 325° 53' | 42.70 | feet; |
| 17. | 331° 57' | 120.94 | feet along Lot 7, Kūlana Subdivision; |

			thence along Lot 7, Kūlana Subdivision, on a curve to the left with a radius of 143.00 feet, the chord azimuth and distance being:
18.	304° 27'	132.06	feet;
19.	276° 57'	141.07	feet along Lot 7, Kūlana Subdivision;
			thence along Lot 7, Kūlana Subdivision, on a curve to the right with a radius of 172.00 feet, the chord azimuth and distance being:
20.	304° 17' 30"	158.00	feet;
			thence along Lot 7, Kūlana Subdivision, on a curve to the left with a radius of 238.00 feet, the chord azimuth and distance being:
21.	302° 58' 30"	228.28	feet;
			thence along Lot 7, Kūlana Subdivision, on a curve to the left with a radius of 288.00 feet, the chord azimuth and distance being:
22.	253° 06' 30"	208.37	feet;
			thence along Lot 7, Kūlana Subdivision, on a curve to the left with a radius of 96.00 feet, the chord azimuth and distance being:
23.	191° 17'	124.99	feet;
24.	150° 40'	34.04	feet along Lot 7, Kūlana Subdivision;
			thence along Lot 7, Kūlana Subdivision, on a curve to the right with a radius of 62.00 feet, the chord azimuth and distance being:
25.	176° 50'	54.68	feet;
26.	203° 00'	41.04	feet along Lot 7, Kūlana Subdivision;

27. 293° 00'

20.00

feet along the South side of Kaapuni Road to the point of beginning and containing an area of 1.041 Acres.



DESCRIPTION PREPARED BY:
ESAKI SURVEYING & MAPPING, INC.

A handwritten signature in black ink, appearing to read "Dennis M. Esaki", written over a horizontal line.

Dennis M. Esaki
Licensed Professional Land Surveyor
Certificate Number 4383

Lihue, Hawaii
July 2020

thence along Lot 10, Kūlana Subdivision, on a curve to the left with a radius of 22.00 feet, the chord azimuth and distance being:

10. 356° 50' 19.40 feet;

11. 330° 40' 34.04 feet along Lot 10, Kūlana Subdivision;

thence along Lot 10, Kūlana Subdivision, on a curve to the right with a radius of 136.00 feet, the chord azimuth and distance being:

12. 11° 17' 177.07 feet;

thence along Lot 10, and along the remainder of Lot 9, Kūlana Subdivision, on a curve to the right with a radius of 328.00 feet, the chord azimuth and distance being:

13. 73° 06' 30" 237.31 feet to the point of beginning and containing an area of 0.237 Acre.



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A handwritten signature in black ink, appearing to read "Dennis M. Esaki".

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Certificate Number 4383

Lihue, Hawaii
July 2020

EASEMENT AU-49

(for Pedestrian and Vehicular Access and Utility purposes)

LAND SITUATED AT KAPAA, KAWAIHAU, KAUAI, HAWAII

Being Portion of Lots 5, and 7, Kūlana Subdivision
Being also Portion of Grant 5266 to Rufus P. Spalding

Beginning at the South corner of this parcel of land, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NONOU" being 9,811.49 feet North and 3,586.09 feet East, thence running by azimuths measured clockwise from True South:

- | | | | |
|----|--------------|--------|---|
| | | | along the remainder of Lot 5, Kūlana Subdivision, on a curve to the left with a radius of 20.00 feet, the chord azimuth and distance being: |
| 1. | 204° 32' 30" | 27.14 | feet; |
| 2. | 157° 16' | 22.76 | feet along the remainder of Lot 5, Kūlana Subdivision; |
| | | | thence along the remainder of Lot 5, Kūlana Subdivision, on a curve to the left with a radius of 78.00 feet, the chord azimuth and distance being: |
| 3. | 152° 56' 30" | 11.76 | feet; |
| 4. | 148° 37' | 197.56 | feet along the remainder of Lot 5, Kūlana Subdivision; |
| | | | thence along the remainder of Lot 5, Kūlana Subdivision, on a curve to the left with a radius of 278.00 feet, the chord azimuth and distance being: |
| 5. | 126° 49' | 206.48 | feet; |
| 6. | 195° 01' | 44.00 | feet along Lot 7, Kūlana Subdivision; |
| 7. | 284° 00' | 20.68 | feet along Lot 7, Kūlana Subdivision; |

		thence along the remainder of Lot 7, Kūlana Subdivision, on a curve to the left with a radius of 20.00 feet, the chord azimuth and distance being:
8.	245° 05' 30"	25.12 feet;
9.	206° 11'	22.13 feet along the remainder of Lot 7, Kūlana Subdivision;
10.	296° 11'	52.00 feet along the remainder of Lot 7, Kūlana Subdivision;
11.	26° 11'	23.00 feet along the remainder of Lot 7, Kūlana Subdivision;
		thence along the remainder of Lot 7, Kūlana Subdivision, and the remainder of Lot 5, Kūlana Subdivision, on a curve to the left with a radius of 20.00 feet, the chord azimuth and distance being:
12.	345° 01'	26.33 feet;
		thence along the remainder of Lot 5, Kūlana Subdivision, on a curve to the right with a radius of 322.00 feet, the chord azimuth and distance being:
13.	316° 14'	138.11 feet;
14.	328° 37'	197.56 feet along the remainder of Lot 5, Kūlana Subdivision;
		thence along the remainder of Lot 5, Kūlana Subdivision, on a curve to the right with a radius of 122.00 feet, the chord azimuth and distance being:
15.	332° 56' 30"	18.40 feet;
16.	337° 16'	20.41 feet along the remainder of Lot 5, Kūlana Subdivision;

thence along the remainder of Lot 5, Kūlana Subdivision, on a curve to the left with a radius of 20.00 feet, the chord azimuth and distance being:

17. 287° 59' 02" 30.32 feet;

thence along the remainder of Lot 5, Kūlana Subdivision, on a curve to the right with a radius of 302.00 feet, the chord azimuth and distance being:

18. 65° 15' 32" 68.98 feet;

19. 71° 49' 18.04 feet along the remainder of Lot 5, Kūlana Subdivision, to the point of beginning and containing an area of 23,769 Sq. Ft.



DESCRIPTION PREPARED BY:
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A handwritten signature in black ink, appearing to read "Dennis M. Esaki".

Dennis M. Esaki
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Lihue, Hawaii
July 2020

6. 228° 24'

56.00

feet along Lot 5, Kūlana Subdivision, to the point of beginning and containing an area of 4,958 Sq. Ft.



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Lihue, Hawaii
July 2020

DEPARTMENT OF WATER

County of Kaua'i

"Water has no Substitute – Conserve It!"

MANAGER'S REPORT No. 21-11

September 24, 2020

Re: Discussion and Possible Action to Approve the Conveyance of Water Facility from Kulana Association of Apartment Owners, for the Kulana Subdivision Onsite Water System, Phase I, TMK: (4) 4-3-011:001, Kapa'a, Kaua'i, Hawai'i

RECOMMENDATION:

It is recommended that the Conveyance of Water Facility document be approved; whereby Kulana Association of Apartment Owners, transfers unto the Board of Water Supply, County of Kauai, all of its right, title and interest to the following items, in place complete:

Quantity	Unit	Description
3488	LF	6" Ductile Iron Pipe and appurtenances
4063	LF	12" Ductile Iron Pipe and appurtenances
8	EA	6" Blowoff Assembly, lateral and appurtenances
8	EA	ARV Assembly, lateral and appurtenances
16	EA	6" Gate Valve w/ valve box and cover
6	EA	12" Gate Valve w/ valve box and cover
1	EA	2-1/2" Cleanout assembly and appurtenances
12	EA	1" copper Single Service Lateral for 5/8" meter
7	EA	1-1/2" copper Double Service Lateral for 5/8" meters
2	EA	2" copper Triple Service Lateral for 5/8" meters
18	EA	Fire Hydrant assembly, lateral and appurtenances
18	EA	6" Gate Valve for Fire Hydrant w/ valve box and cover

in accordance with the as-built construction drawings for KULANA SUBDIVISION ONSITE WATER SYSTE, PHASE I prepared by Bow Engineering and Development, Inc., Kaua'i, Kaua'i, Hawai'i.

FUNDING: N/A.

BACKGROUND:

Owner installed a new water facilities and appurtenances as noted above. Board Policy No. 24 requires a Manager's Report for conveyances exceeding \$500,000. This project Conveyance of Water Facility amount totals \$1,056,164.25. The contractor is currently working towards completion of other projects related to Phase I that includes water facilities such as Hauiki Road Extension and the Offsite Waterline and 0.25MG tank projects.

OPTIONS:

Option 1: Approve as recommended.

Pro: Project can be closed out as anticipated and certificate of completion can be issued provided all other requirements are met.

Con: None as it was designed and planned this way.

Option 2: Not approving conveyance.

Pro: None at this point.

Con: Project won't be closed out as anticipated. Certificate of completion will be delayed.

DM/ein

Attachment: Conveyance of Water Facility from Kulana Association of Apartment Owners, for the Kulana Subdivision Onsite Water System, Phase I, TMK: (4) 4-3-011:001, Kapa'a, Kaua'i, Hawai'i

Mgrrp/September 2020/21-11/Discussion and Possible Action to Approve the Conveyance of Water Facility from Kulana Association of Apartment Owners, for the Kulana Subdivision Onsite Water System, Phase I, TMK: (4) 4-3-011:001, Kapa'a Kaua'i, Hawai'i (9-24-20):ein

LAND COURT SYSTEM

REGULAR SYSTEM

After Recordation Return By: MAIL [XX] Pickup []

TO:

DEPARTMENT OF WATER

4398 PUA LOKE STREET

LIHUE, KAUAI, HAWAII 96766

T-21052

CONVEYANCE OF WATER FACILITY
for
TMK: (4) 4 - 3 - 0 1 1 : 0 0 1;

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,

Kulana Association of Apartment Owners

herein called the "OWNER", whose mailing and business address is:

2970 Haleko Road, Suite 205

Līhu'e, Hawai'i

96766

does hereby convey and transfer unto the **BOARD OF WATER SUPPLY, COUNTY OF KAUAI**, HEREIN CALLED THE "BOARD", whose mailing address is 4398 Pua Loke Street, Lihue, Kauai,

Hawai'i 96766, for: **Tax Map Key No.** (4) 4 - 3 - 0 1 1 : 0 0 1; **District:** Kapa'a,
Kaua'i, Hawai'i; **PROJECT NAME:** Kulana Subdivision Onsite Water System, Phase I,
PROJECT NO.: Not Applicable **SUBDIVISION NO.:** S-99-49, all its right, title and interest in and to:

SEE EXHIBIT A

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.

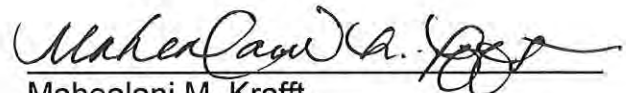
This Conveyance may be executed in counterparts. Each counterpart shall be executed by one or more parties hereinbefore named and the several counterparts shall constitute one instrument to the same effect as though the signatures of all the parties are upon the same document.

IN WITNESS WHEREOF, APPLICANT has executed this CONVEYANCE this 24th day of September, 2020.

APPROVED:

Manager & Chief Engineer
Department of Water, County of Kauai

**APPROVED AS TO FORM
AND LEGALITY:**



Mahealani M. Krafft
Deputy County Attorney
County of Kaua'i

OWNER:
KULANA ASSOCIATION OF APARTMENT OWNERS

OWNER:
KULANA ASSOCIATION OF APARTMENT OWNERS

Brad Rockwell
By: Brad Rockwell
Its: President

Mark Sullivan
By: Mark Sullivan
Its: Treasurer

STATE OF Hawaii)
COUNTY OF Kauai) ss

On this 10th day of September, 2020, in the 5th Circuit, State of Hawaii, before me appeared **Brad Rockwell** who is personally known to me or whose identity I proved on the basis of satisfactory evidence, being by me duly sworn or affirmed, did say that such person is the **President** executed **Conveyance of Water Facility** for TMK: (4) 4-3-011:001 dated undated and consisting of 5 pages at the time of notarization, as the free act and deed of such person, and if applicable in the capacity shown, have been duly authorized to execute such instrument in such capacity. *glmp*



Lisa Fernandez
Notary Public, State of Hawaii
Name of Notary: Lisa Fernandez (Affix Seal)
My Commission expires: 8/11/2022

STATE OF _____)
COUNTY OF _____) ss

On this _____ day of _____, 2020, in the _____ Circuit, State of _____, before me appeared **Mark Sullivan** who is personally known to me or whose identity I proved on the basis of satisfactory evidence, being by me duly sworn or affirmed, did say that such person is the **Treasurer** executed **Conveyance of Water Facility** for TMK: (4) 4-3-011:001 dated _____ and consisting of 5 pages at the time of notarization, as the free act and deed of such person, and if applicable in the capacity shown, have been duly authorized to execute such instrument in such capacity.

- SEE ATTACHED -
Notary Public, State of _____
Name of Notary: _____ (Affix Seal)
My Commission expires: _____

**ACCEPTED:
BOARD OF WATER SUPPLY,
COUNTY OF KAUAI**

By: Kurt Akamine
Its: Chairperson

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

On this 24th day of September, 2020 in the 5th Circuit, State of Hawai'i, before me personally appeared **Kurt Akamine**, who is personally known to me or whose identity I proved on the basis of satisfactory evidence, who being by me duly sworn or affirmed, did say that such person is the **Chairperson** for the **Board of Water Supply, County of Kaua'i** executed **Conveyance of Water Facilities** for **TMK: (4) 4 - 3 - 0 1 1 : 0 0 1** dated September 24, 2020 and consisting of 5 pages at the time of notarization, as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Notary Public, State of Hawai'i
Name of Notary: Mary-jane Akuna
My Commission expires: March 30, 2022

(Affix Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of SAN DIEGO }
On 9-08-2020 before me, STEVE HOLL, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared MARK SULLIVAN
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: CONVEYANCE OF WATER FACILITY
Document Date: UNDATED Number of Pages: 6
Signer(s) Other Than Named Above: NONE AT THIS TIME

Capacity(ies) Claimed by Signer(s)

Signer's Name: MARK SULLIVAN Signer's Name: _____
 Corporate Officer – Title(s): TREASURER Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian of Conservator Trustee Guardian of Conservator
 Other: _____ Other: _____
Signer is Representing: KULANA ASSOCIATES OF APARTMENT OWNERS Signer is Representing: _____

EXHIBIT "A"
Kulana Phase I - Onsite Water System

Quantity	Unit	Description
3488	LF	6" Ductile Iron Pipe and appurtenances
4063	LF	12" Ductile Iron Pipe and appurtenances
8	EA	6" Blowoff Assembly, lateral and appurtenances
8	EA	ARV Assembly, lateral and appurtenances
16	EA	6" Gate Valve w/ valve box and cover
6	EA	12" Gate Valve w/ valve box and cover
1	EA	2-1/2" Cleanout assembly and appurtenances
12	EA	1" copper Single Service Lateral for 5/8" meter
7	EA	1-1/2" copper Double Service Lateral for 5/8" meters
2	EA	2" copper Triple Service Lateral for 5/8" meters
18	EA	Fire Hydrant assembly, lateral and appurtenances
18	EA	6" Gate Valve for Fire Hydrant w/ valve box and cover

Notes:

- 1) All listed items are "in-place and complete".
- 2) Appurtenances include all miscellaneous fittings.

Staff Reports



DEPARTMENT OF WATER

County of Kaua'i

"Water has no Substitute – Conserve It!"

FISCAL REPORT: MONTHLY SUMMARY HIGHLIGHTS – AUGUST, 2020

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

YEAR TO DATE (YTD) BUDGET & ACTUAL EXPENSES SUMMARY – AS OF AUGUST, 2020

	<u>BUDGET</u>	<u>vs</u>	<u>EXPENSED</u>
· Operating Expenses	\$9,210,532		\$3,671,020
· Debt Principal Payment	860,090		4,014,034
· Capital Projects	<u>21,385,602</u>		<u>201,239</u>
TOTAL	<u>\$31,456,224</u>		<u>\$7,886,293</u>

REVENUES: VARIANCE = "ACTUAL" LESS "BUDGET"; POSITIVE INDICATES HIGHER PERFORMANCE THAN EXPECTED.

- Total Revenue as of August 2020 was 4% below projection.
 - Water sales of \$4.5 million (M) was \$675.4 thousand (K) higher than projected.
 - Other Water Revenue - Receipts of \$17K was \$32.9K below projection or – (66%).
 - Capital Contributions: Contributions from Federal & State Grants – \$133.5 from BAB Subsidy.
 - Investment Income & Net Increase in FV of Investments –\$74.6K.
 - Miscellaneous Revenues - None

OPERATING EXPENSES: VARIANCE = BUDGET LESS ACTUAL

EXPENSES; POSITIVE INDICATES LESS SPENDING THAN PLANNED. **REVISED YTD BUDGET COLUMNS INCLUDE PO ROLLOVER FROM FY ENDING 2020.**

- YTD Operating Expenses before depreciation and amortization was \$3.67M. Total spending was \$5.5M less than planned or budgeted based on the revised budget that included the FY 2020 PO rollovers; a positive variance of 60%.
 - Employee Related Expenses –\$1.7M with a 9% positive variance.
 - Contracts & Services – \$738K with an 86% positive variance.
 - Professional Services, Other Services – Billing, Communication, Insurance and Repairs and Maintenance for non-water systems are the main items contributing to the 95% positive variance.
 - Exceptional Expenses – None.
 - Fuel & Utilities – \$411.9K with a 26% positive variance.
 - Bulk Water Purchase –\$188.6K with a 38% positive variance.
 - Office & Operating Supplies – \$129.8K with 75% positive variance.
 - Training, Travel & Meeting Expenses – \$2.5K.
 - Debt Service – Interest Expense - \$490.6 with 3% positive variance.
 - Depreciation & Amortization (non-cash expenses) is \$1.3M with 8% negative variance.



DEPARTMENT OF WATER

County of Kaua'i

"Water has no Substitute – Conserve It!"

NET OPERATING INCOME:

- Net Operating Income before depreciation and amortization - \$1.42M
- Net Operating Income after depreciation & amortization was \$123K.

NON-OPERATING PROCEEDS & DISBURSEMENTS

- SRF Loan Proceeds – None.
- FRC – Facility Reserve Charge –\$386.3K.
- YTD Debt Principal Payment is \$4M.

CAPITAL PROJECTS BUDGET: YTD DISBURSEMENTS = \$201,239.43

- Capital Projects: Water Utility Fund - \$159.5K
- Capital Projects: FRC Fund – None
- Capital Projects: BAB Fund - \$41.8K
- Capital Projects: SRF Loan Fund - None

II. FY 2020 – 2021 CERTIFICATION OF FUNDS YTD \$691,831.62.

	REPORT TO MANAGER (with approved Budget)	MANAGER'S REPORT (New Budget Requests)
Water Utility Fund	\$331,814.62	\$360,017.00
FRC Fund	\$.00	\$.00
BAB Fund	\$.00	\$.00
Total	\$331,814.62	\$360,017.00

III. COMPARATIVE CHARTS:

METERED CONSUMPTION:

- August 2020, monthly-metered consumption was 335.2 million gallons (mg) which decreased by 30.68 mg as compared from the same month of FY 2020.
- Year to Date (YTD) metered consumption as of 7/31/20 was 335.2 mg with a YTD cumulative decrease of 30.68 mg as compared from the same month of FY 2020.

IV. COMPARATIVE BALANCE SHEET: SEE ATTACHED.

Statement of Net Position as of August 31, 2020 – Not available.

V. OTHER FISCAL ONGOING ACTIVITIES/INITIATIVES:

- FY 2020 Financial Audit is in progress.
- Ongoing; Water Audit for Calendar Year 2019.
- Develop Financial Policies for DOW – Statement of Qualifications were solicited for FY 2021, DOW will proceed with procurement.
- Budget Program Solution – It will be addressed concurrently with the Financial Policies Development procurement.



DEPARTMENT OF WATER

County of Kaua'i

"Water has no Substitute – Conserve It!"

- Five (5) years Water Rate Study terminated; DOW will restart with an updated consumer database. Foresee procurement beginning of FY 2022.
- FEMA update: DOW submitted a request for an additional 30 months' extension to complete two outstanding projects for FEMA grant funding reimbursement; the Makaleha tunnel and Mānoa Stream.
- On-going; Fiscal and IT are working together to implement Office 365; Great Plains (GP) upgrade to the cloud, update the 2007 Depreciation Study & implement Share point in the cloud.
- Depreciation Study – Kicked off meeting with Consultants was completed. Anticipated completion is 11/2020.
- Fiscal is working with a consultant to review and analyze Grove Farm's revenue and rate of return's worksheet.

MY/ein



Department of Water, County of Kauai
 Monthly Budget Summary vs. Actual
 SUMMARY
 8/31/2020

	August				FY 2021			
	Original Budget	Revised Budget	Actual	Variance	Revised YTD Budget	YTD Actual	*Variance	Variance %
I. OPERATING BUDGET								
Revenue								
Water Sales	\$1,916,124.00	\$1,916,124.00	\$2,117,991.47	\$201,867.47	\$3,832,248.00	\$4,507,619.22	\$675,371.22	18%
Revenue from Public Fire Protection	181,192.00	181,192.00	181,191.50	(0.50)	362,384.00	362,383.00	(1.00)	
Other Water Revenue	25,000.00	25,000.00	10,014.26	(14,985.74)	50,000.00	17,143.31	(32,856.69)	(66%)
Federal Grants	89,069.00	89,069.00		(89,069.00)	178,138.00		(178,138.00)	(100%)
State Grants	375,000.00	375,000.00		(375,000.00)	750,000.00		(750,000.00)	(100%)
Capital Contributions	46,723.00	46,723.00	77,070.66	30,347.66	93,446.00	133,523.22	40,077.22	43%
Net Increase in Fair Value of Investments	2,500.00	2,500.00	(20,252.47)	(22,752.47)	5,000.00	(20,252.47)	(25,252.47)	(505%)
Investment Income	11,250.00	11,250.00	68,450.74	57,200.74	22,500.00	94,876.65	72,376.65	322%
Gain or Loss on Disposal of Capital Assets	417.00	417.00		(417.00)	834.00		(834.00)	(100%)
Gain or Loss from the Retirement of Debt								
Miscellaneous Revenues	83.00	83.00	273.26	190.26	166.00	(57.28)	(223.28)	(135%)
Total Revenue	2,647,358.00	2,647,358.00	2,434,739.42	(212,618.58)	5,294,716.00	5,095,235.65	(199,480.35)	(4%)
Employee-Related Expenses								
Salaries and Wages (includes Leaves & CTO)	541,224.00	541,224.00	462,768.51	78,455.49	1,082,448.00	914,950.16	167,497.84	15%
Temporary Assignment	5,042.00	5,042.00	8,779.63	(3,737.63)	10,084.00	17,559.26	(7,475.26)	(74%)
Overtime	39,750.00	39,750.00	58,640.72	(18,890.72)	79,500.00	117,281.44	(37,781.44)	(48%)
Standby	16,250.00	16,250.00	17,940.30	(1,690.30)	32,500.00	35,880.60	(3,380.60)	(10%)
FICA	46,075.00	46,075.00	39,023.75	7,051.25	92,150.00	78,047.50	14,102.50	15%
Retirement Contribution	143,644.00	143,644.00	119,820.33	23,823.67	287,288.00	239,640.66	47,647.34	17%
Life & Health Insurance	53,623.00	53,623.00	46,350.12	7,272.88	107,246.00	92,700.24	14,545.76	14%
Workers Compensation								
Unemployment Compensation								
Post Employment Benefits (OPEB)	89,748.00	89,748.00	106,780.25	(17,032.25)	179,496.00	213,560.50	(34,064.50)	(19%)
Total Employee-Related Expenses	935,356.00	935,356.00	860,103.61	75,252.39	1,870,712.00	1,709,620.36	161,091.64	9%
Contracts & Services								
Professional Services-General	294,316.00	294,316.00	144,898.43	149,417.57	4,205,209.78	191,272.57	4,013,937.21	95%
Professional Services-Accounting & Auditing	8,900.00	8,900.00	10,000.00	(1,100.00)	128,400.00	10,000.00	118,400.00	92%
Other Services-General	4,249.00	4,249.00	5,212.28	(963.28)	53,018.50	7,974.11	45,044.39	85%
Other Services-Billing Costs	14,952.00	14,952.00	11,973.51	2,978.49	117,411.83	11,973.51	105,438.32	90%
Public Relations-General	9,644.00		2,346.97	(2,346.97)	16,911.67	3,854.83	13,056.84	77%
Procurement Advertising	833.00	20,833.00	5,643.33	15,189.67	21,666.00	12,090.01	9,575.99	44%
Communication Services	10,871.00	10,871.00	5,808.01	5,062.99	72,770.45	13,638.22	59,132.23	81%
Freight and Postage	1,198.00	1,198.00	54.81	1,143.19	3,462.78	54.81	3,407.97	98%
Rentals and Leases	10,923.00	10,923.00	9,419.58	1,503.42	40,805.96	18,142.54	22,663.42	56%
Insurance	12,917.00	12,917.00		12,917.00	25,834.00		25,834.00	100%
County Service Charge	181,192.00	181,192.00	181,191.50	0.50	362,384.00	362,383.00	1.00	
Repairs and Maintenance-Water System	17,583.00	17,583.00		17,583.00	41,134.02		41,134.02	100%
Repairs and Maint-Non Water System	30,391.00	30,391.00	48,590.88	(18,199.88)	336,957.47	106,645.25	230,312.22	68%
Total Contracts & Services	597,969.00	608,325.00	425,139.30	183,185.70	5,425,966.46	738,028.85	4,687,937.61	86%



Department of Water, County of Kauai
 Monthly Budget Summary vs. Actual
 SUMMARY
 8/31/2020

	August				FY 2021			
	Original Budget	Revised Budget	Actual	Variance	Revised YTD Budget	YTD Actual	*Variance	Variance %
Exceptional Expenses								
FY2014 & FY2015 Kalaheo Emergency								
FY 2015 Kilauea								
Abandoning Hanamaulu Wells 1 & 2								
Total Exceptional Expenses								
Fuel & Utilities								
Utility Services	238,657.00	238,657.00	209,641.64	29,015.36	515,795.30	397,467.71	118,327.59	23%
Fuel	10,208.00	10,208.00	6,073.47	4,134.53	37,898.50	14,392.06	23,506.44	62%
Total Fuel & Utilities	248,865.00	248,865.00	215,715.11	33,149.89	553,693.80	411,859.77	141,834.03	26%
Bulk Water Purchase								
Bulk Water Purchase	151,681.00	151,681.00	68,618.32	83,062.68	303,362.00	188,597.70	114,764.30	38%
Total Bulk Water Purchase	151,681.00	151,681.00	68,618.32	83,062.68	303,362.00	188,597.70	114,764.30	38%
Office & Operating Supplies								
Office Supplies	1,833.00	1,833.00	3,687.65	(1,854.65)	4,017.26	3,918.28	98.98	2%
Operating Supplies	78,484.00	78,484.00	79,691.16	(1,207.16)	496,662.59	125,891.67	370,770.92	75%
Books, Subscriptions and Dues	5,874.00	5,874.00	5,874.00	5,874.00	25,198.00	25,198.00	25,198.00	100%
Books, Subscriptions and Dues - Board	91.00	91.00	91.00	91.00	182.00	182.00	182.00	100%
Total Office & Operating Supplies	86,282.00	86,282.00	83,378.81	2,903.19	526,059.85	129,809.95	396,249.90	75%
Training, Travel & Meeting Expenses								
Training and Development	6,966.00	6,966.00	2,436.77	4,529.23	13,932.00	2,516.77	11,415.23	82%
Travel and Per Diem	4,638.00	4,638.00	4,638.00	4,638.00	9,276.00	9,276.00	9,276.00	100%
Travel and Per Diem - Board								
Meeting Expense	1,656.00	1,656.00	1,656.00	1,656.00	3,312.00	3,312.00	3,312.00	100%
Meeting Expense - Board								
Total Training, Travel & Meeting Expenses	13,260.00	13,260.00	2,436.77	10,823.23	26,520.00	2,516.77	24,003.23	91%
Debt Service								
Interest Expense	252,109.00	252,109.00	245,293.44	6,815.56	504,218.00	490,586.88	13,631.12	3%
Total Interest Expense	252,109.00	252,109.00	245,293.44	6,815.56	504,218.00	490,586.88	13,631.12	3%
Total Operating Expenses	2,285,522.00	2,295,878.00	1,900,685.36	395,192.64	9,210,532.11	3,671,020.28	5,539,511.83	60%
Net Operating Income (Loss) Before Depreciation & Amortization	\$361,836.00	\$351,480.00	\$534,054.06	\$182,574.06	(\$3,915,816.11)	\$1,424,215.37	\$5,340,031.48	(136%)
Depreciation & Amortization								
Depreciation	541,667.00	541,667.00	663,736.94	(122,069.94)	1,083,334.00	1,242,414.56	(159,080.56)	(15%)
Amortization	62,721.00	62,721.00	39,155.60	23,565.40	125,442.00	58,733.31	66,708.69	53%
Total Depreciation & Amortization	604,388.00	604,388.00	702,892.54	(98,504.54)	1,208,776.00	1,301,147.87	(92,371.87)	(8%)
Net Operating Income (Loss)	(242,552.00)	(252,908.00)	(168,838.48)	84,069.52	(5,124,592.11)	123,067.50	5,247,659.61	(102%)



Department of Water, County of Kauai
 Monthly Budget Summary vs. Actual
 SUMMARY
 8/31/2020

	August				FY 2021			
	Original Budget	Revised Budget	Actual	Variance	Revised YTD Budget	YTD Actual	*Variance	Variance %
Non Operating Proceeds								
FRC-Facility Reserve Charge	33,333.00	33,333.00	343,690.00	310,357.00	66,666.00	386,255.00	319,589.00	479%
Total Non Operating Proceeds	33,333.00	33,333.00	343,690.00	310,357.00	66,666.00	386,255.00	319,589.00	479%
Transfers Out(In) to Other Funds								
Debt Principal Payment	430,045.00	430,045.00	223,496.47	206,548.53	860,090.00	4,014,034.21	(3,153,944.21)	(367%)
Net Proceeds (Expenditures)	(639,264.00)	(649,620.00)	(48,644.95)	600,975.05	(5,918,016.11)	(3,504,711.71)	2,413,304.40	(41%)
II. CAPITAL BUDGET								
Capital Projects (See Attached for Details)	2,350,620.00	2,350,620.00	153,428.86	2,197,191.14	21,385,601.81	201,239.43	21,184,362.38	99%



Department of Water, County of Kauai
 Monthly Budget Summary vs. Actual
 SUMMARY
 8/31/2020

	<u>August</u>				<u>FY 2021</u>			
	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual</u>	<u>Variance</u>	<u>Revised YTD Budget</u>	<u>YTD Actual</u>	<u>*Variance</u>	<u>Variance %</u>
Capital Projects (See Attached for Details):								
Water Utility - Capital Projects (See Attached for Details)	1,794,370.00	1,794,370.00	151,341.36	1,643,028.64	16,826,904.87	159,489.43	16,667,415.44	99%
FRC Special Trust Fund - Capital Projects (See Attached for Details)	56,250.00	56,250.00		56,250.00	583,383.22		583,383.22	100%
BAB Fund - Capital Projects (See Attached for Details)	500,000.00	500,000.00	2,087.50	497,912.50	3,975,313.72	41,750.00	3,933,563.72	99%
SRF Loan Fund - Capital Projects (See Attached for Details)								
Total Capital Projects (See Attached for Details)	<u>2,350,620.00</u>	<u>2,350,620.00</u>	<u>153,428.86</u>	<u>2,197,191.14</u>	<u>21,385,601.81</u>	<u>201,239.43</u>	<u>21,184,362.38</u>	<u>99%</u>



Department of Water, County of Kauai
 Monthly Budget Summary vs. Actual
 10
 8/31/2020

	August				FY 2021			
	Original Budget	Revised Budget	Actual	Variance	Revised YTD Budget	YTD Actual	*Variance	Variance %
Capital Projects (See Attached for Details):								
10-02-00-604-999 WU-IT-RandR Capital Purchases--	9,359.00	9,359.00	891.99	8,467.01	202,458.34	891.99	201,566.35	100%
10-02-00-605-999 WU-IT-Expansion Capital Purchases--	13,333.00	13,333.00	10,981.12	2,351.88	51,609.47	10,981.12	40,628.35	79%
10-10-40-604-999 WU-QualRandR Capital Purchases	3,333.00	3,333.00		3,333.00	6,666.00		6,666.00	100%
10-20-00-604-001 WU-Eng-ALLR-17-10-KW-07 Paua Valley Tank Repair	7,083.00	7,083.00		7,083.00	31,436.12		31,436.12	100%
10-20-00-604-132 WU-Eng-ALLR-13-05 Kolo Rd Main Replacement					2,712.50		2,712.50	100%
10-20-00-604-138 WU-Eng-69%R-11-07 HE-03 Hanapepe & Koloa Well MCC					24,467.50		24,467.50	100%
10-20-00-604-146 WU-Eng-12%R-Job 15-7 HE-01&10HanapepeEleeleConn PL					3,426.68		3,426.68	100%
10-20-00-604-148 WU-Eng-56%R-Kuhio Hwy Hardy-Oxford 16IN Main Repla					171,593.09	8,148.07	163,445.02	95%
10-20-00-604-157 WU-Eng-16-4-WKK-03-Kilauea Wells MCC Rehab	20,833.00	20,833.00		20,833.00	108,529.70		108,529.70	100%
10-20-00-604-160 Job 18-02 Islandwide Rehabilitation of Tanks					346,218.15		346,218.15	100%
10-20-00-604-164 WU-Eng-Job. 18-9 Makaleha Tunnel					229,632.00		229,632.00	100%
10-20-00-604-999 WU-Eng-RandR Capital Purchases	833.00	833.00	121.00	712.00	1,666.00	121.00	1,545.00	93%
10-20-00-605-139 WU-Eng-ALLE-02-11 M-02 100K Tank & Pipeline Moloaa					125,200.00		125,200.00	100%
10-21-00-604-001 Job 17-10 KW-07 Paua Valley Tank Repair			107,541.25	(107,541.25)	2,375,000.00	107,541.25	2,267,458.75	95%
10-21-00-604-029 WU-Cns-44%R-09-01 Yamada Tank Clearwell, Conn Pipe	1,100,000.00	1,100,000.00		1,100,000.00	2,200,000.00		2,200,000.00	100%
10-21-00-604-146 Job 15-07 HE-01 HE-10 Kaunualii Hwy 16" Main Boost					4,931,895.55		4,931,895.55	100%
10-21-00-604-157 Job 16-4 WKK-03-Kilauea Wells MCC Rehab	312,917.00	312,917.00		312,917.00	625,834.00		625,834.00	100%
10-21-00-604-167 WU-CM-R&R-Kukuilono Tank Demo	62,500.00	62,500.00		62,500.00	125,000.00		125,000.00	100%
10-21-00-604-999 WU-CM-RandR Capital Purchases	833.00	833.00		833.00	1,666.00		1,666.00	100%
10-21-00-605-017 Job 16-02 PLH-35B Kapaia Cane Haul Rd 18" Main					3,195,675.00		3,195,675.00	100%
10-21-00-605-118 Job 02-14 WK39 WK08 Kapaa Hmstd Well 4; Pkg A Well					603,660.83		603,660.83	100%
10-21-00-605-146 Job 15-07 HE-01 HE-10 Kaunualii Hwy 16" Main Boost					125,231.08		125,231.08	100%
10-21-00-605-999 WU-CM-Expansion Capital Purchases	833.00	833.00		833.00	1,666.00		1,666.00	100%
10-30-00-604-999 WU-Bill-RandR Capital Purchases	13,250.00	13,250.00		13,250.00	26,500.00		26,500.00	100%
10-40-00-604-166 WU-Operations-R&R-SWTP Delivery Agreement-GroveFar	183,496.00	183,496.00		183,496.00	366,992.00		366,992.00	100%
10-40-00-604-999 WU-Ops-RandR Capital Purchases	64,250.00	64,250.00	31,806.00	32,444.00	463,086.95	31,806.00	431,280.95	93%
10-40-00-605-999 WU-Ops-Expansion Capital Purchases	1,517.00	1,517.00		1,517.00	479,081.91		479,081.91	100%
Total Capital Projects (See Attached for Details)	1,794,370.00	1,794,370.00	151,341.36	1,643,028.64	16,826,904.87	159,489.43	16,667,415.44	99%



Department of Water, County of Kauai
 Monthly Budget Summary vs. Actual
 20
 8/31/2020

	August				FY 2021			
	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual</u>	<u>Variance</u>	<u>Revised YTD Budget</u>	<u>YTD Actual</u>	<u>*Variance</u>	<u>Variance %</u>
Capital Projects (See Attached for Details):								
20-20-00-605-117 FRC-Eng-ALLE-12-02 WK-23 UH Expmntal Storage Tank					26,832.00		26,832.00	100%
20-20-00-605-118 Job 04-08 WK-39 Drill Kapaa Homestead Well 4	37,500.00	37,500.00		37,500.00	155,926.50		155,926.50	100%
20-20-00-605-120 FRC-Eng-90%E-Kilauea 1.0MG Tank Job 02-06					7,212.24		7,212.24	100%
20-20-00-605-153 Job 15-08-HW-11-Haena 0.2MG Tank					58,672.48		58,672.48	100%
20-20-00-605-154 Job 17-11 Drill & Test Kilauea Well #3					297,240.00		297,240.00	100%
20-21-00-605-161 FRC-Cns-Hanapepe River Bridge Kaumualii Hwy	18,750.00	18,750.00		18,750.00	37,500.00		37,500.00	100%
Total Capital Projects (See Attached for Details)	56,250.00	56,250.00		56,250.00	583,383.22		583,383.22	100%



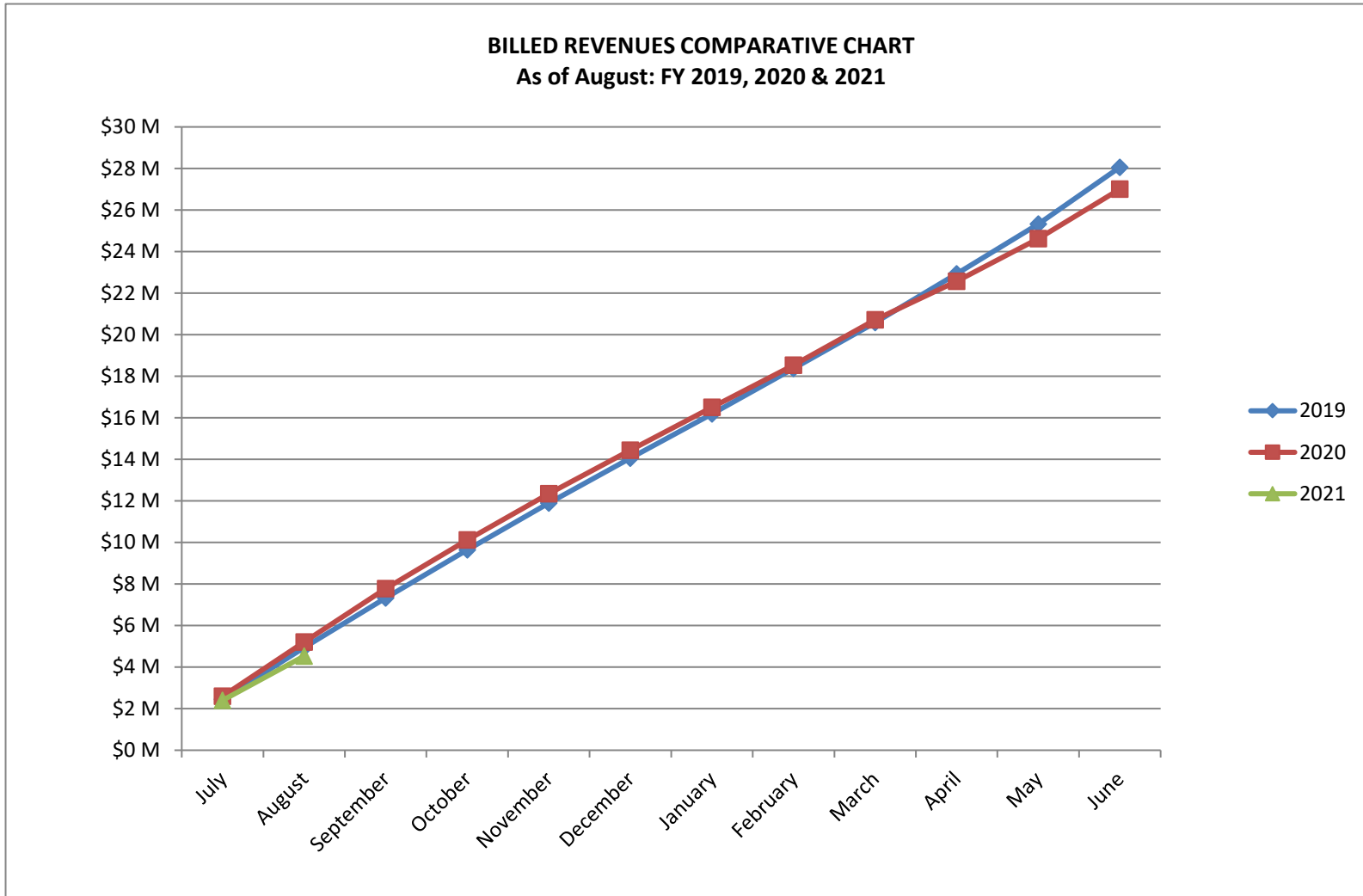
Department of Water, County of Kauai
 Monthly Budget Summary vs. Actual
 30
 8/31/2020

	August				FY 2021			
	Original Budget	Revised Budget	Actual	Variance	Revised YTD Budget	YTD Actual	*Variance	Variance %
Capital Projects (See Attached for Details):								
30-20-00-604-105 BAB-Eng-ALLR-09-01 K-01 Kalaheo 1111FT & 1222FT					332,924.26		332,924.26	100%
30-20-00-605-120 BAB-Cns-ALLE-02-06WKK15-Kilauea 466 Tank Puu Pane					22,649.00		22,649.00	100%
30-20-00-605-125 BAB-Eng-98%E-02-01 Land for Kukuioolono Tank Site					53,508.05		53,508.05	100%
30-20-00-605-139 BAB-Eng-ALLE-02-11 M-02 100K Tnk & Pipeline Moloaa					94,222.00		94,222.00	100%
30-21-00-604-017 Job 16-02 PLH-35B Kapaia Cane Haul Rd 18" Main					1,091,650.00		1,091,650.00	100%
30-21-00-604-107 Job 11-07 KP-09-MCC Chlor KoloaWell16-A,B,E					1,323,634.55		1,323,634.55	100%
30-21-00-605-029 BAB--09-01 Yamada Tank Clearwell, Conn Pip	500,000.00	500,000.00		500,000.00	1,000,000.00		1,000,000.00	100%
30-21-00-605-118 Job 04-08 WK39 WK08 Kapaa Hmstd Well 4; Pkg A Well			2,087.50	(2,087.50)	56,725.86	41,750.00	14,975.86	26%
Total Capital Projects (See Attached for Details)	500,000.00	500,000.00	2,087.50	497,912.50	3,975,313.72	41,750.00	3,933,563.72	99%

III.

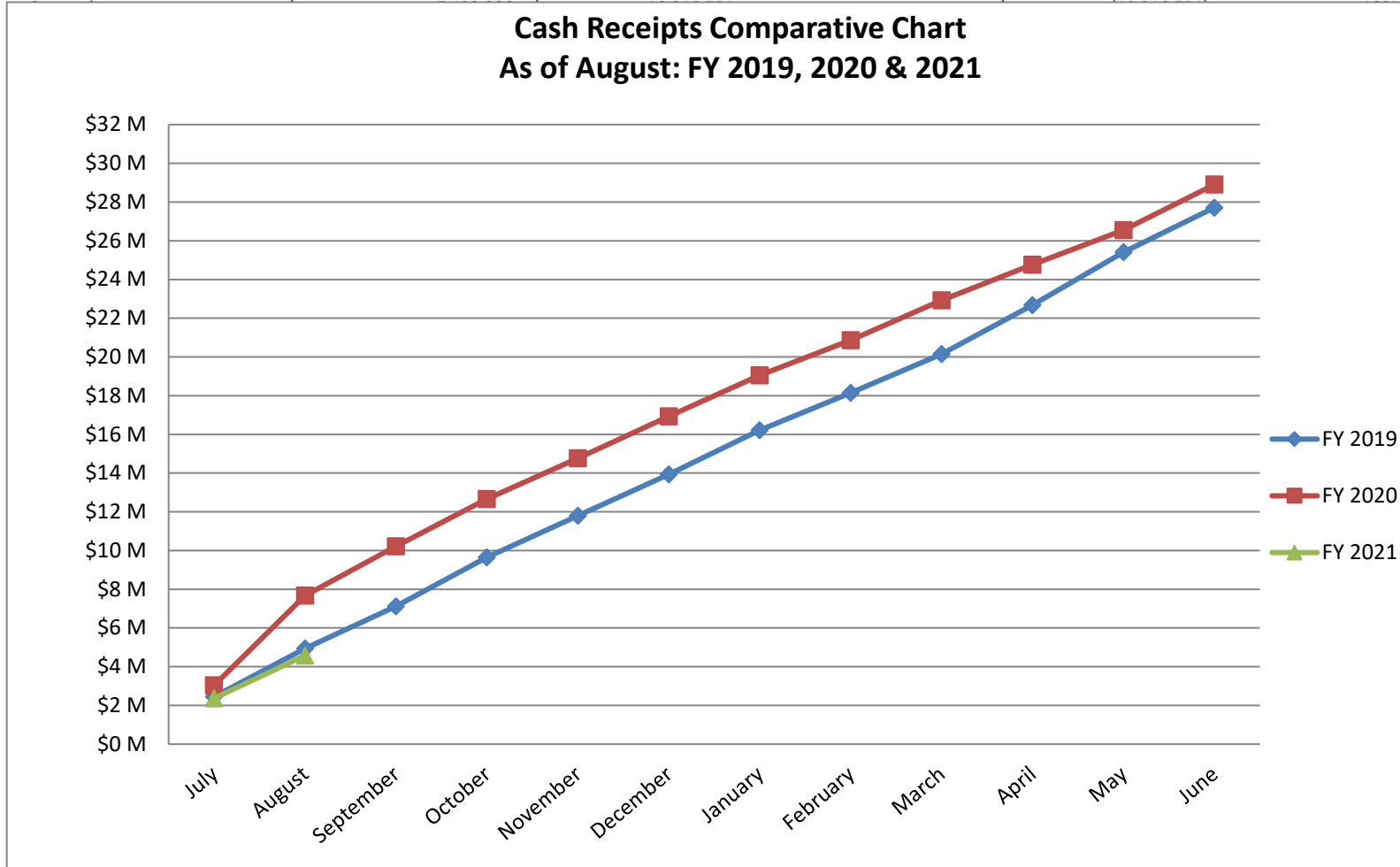
BILLED REVENUES COMPARATIVE REPORT
For Fiscal Years 2019, 2020 & 2021

		<u>2019</u>		<u>2020</u>		<u>2021</u>		Cum. Inc (Dec)	% Inc. (Dec.)
July	\$	2,459,791	\$	2,594,993	\$	2,399,952	\$	(195,041)	-7.52%
August	\$	4,944,154	\$	5,211,518	\$	4,528,656	\$	(682,862)	-13.10%



CASH RECEIPTS (W/U) COMPARATIVE REPORT
For Fiscal Years 2019, 2020 & 2021

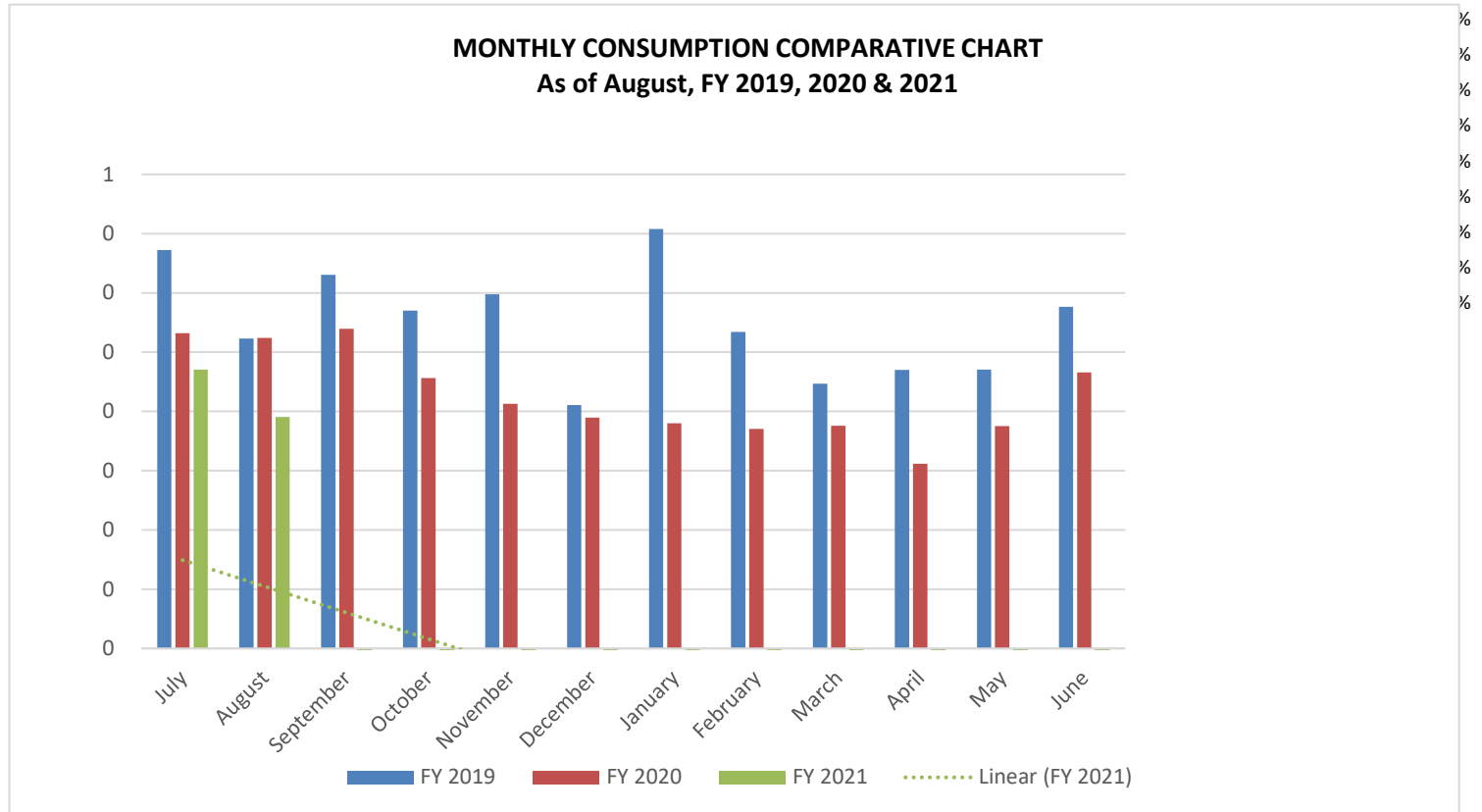
		FY 2019	FY 2020	FY 2021	Cum. Inc (Dec)	% of Inc (Dec)
July	\$	2,449,372	\$ 3,035,518	\$ 2,368,257	(667,261)	-22%
August	\$	4,946,100	\$ 7,676,802	\$ 4,578,257	(3,098,545)	-40%



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

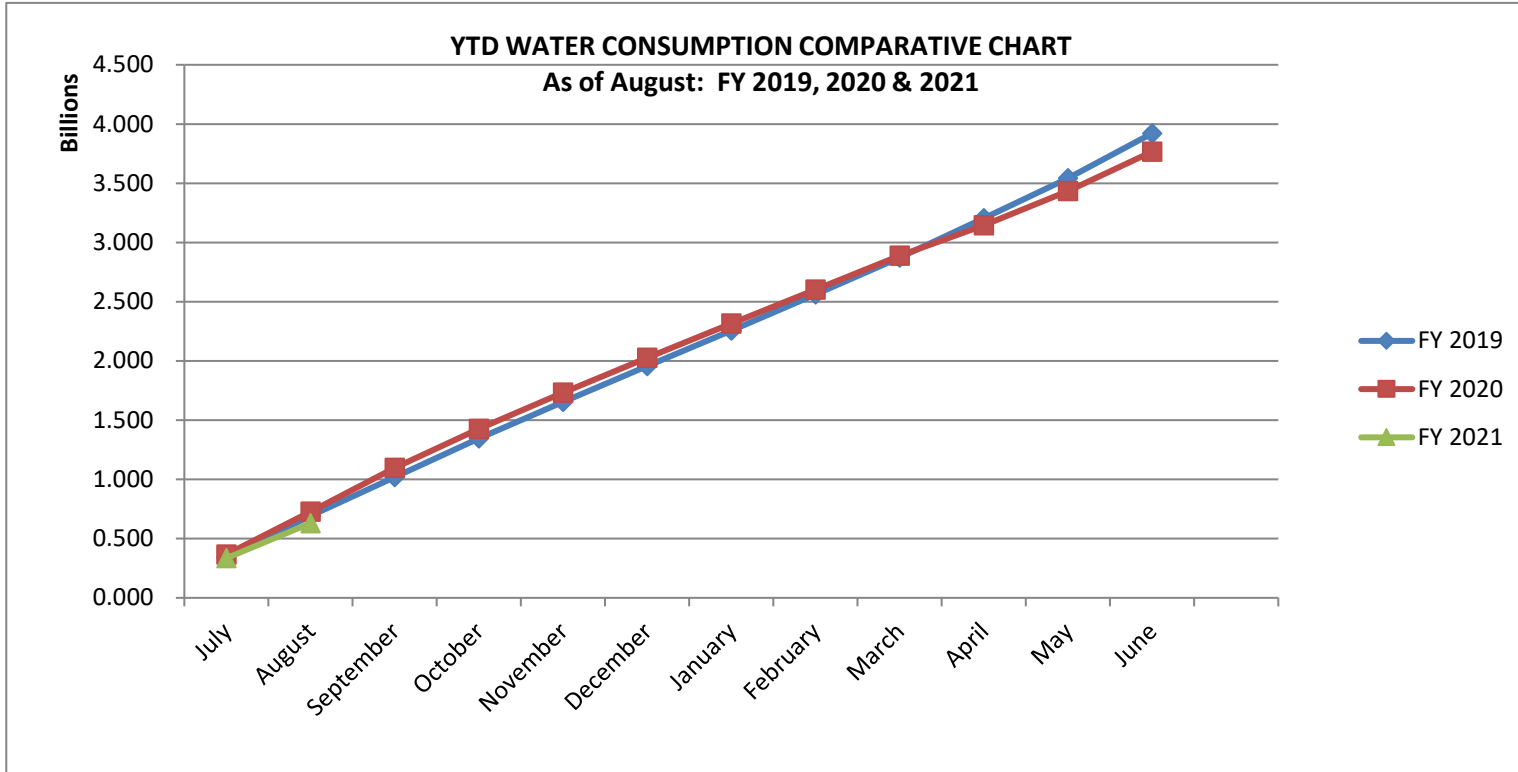
METERED CONSUMPTION (000 GALLONS) MONTHLY COMPARATIVE CHART
 For Fiscal Years 2019, 2020 & 2021
 (expressed in thousands)

	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>MONTHLY INC. (DEC.)</u>	
July	436,238	365,892	335,209	-30,683	-8%
August	361,599	362,067	295,297	-66,770	-18%

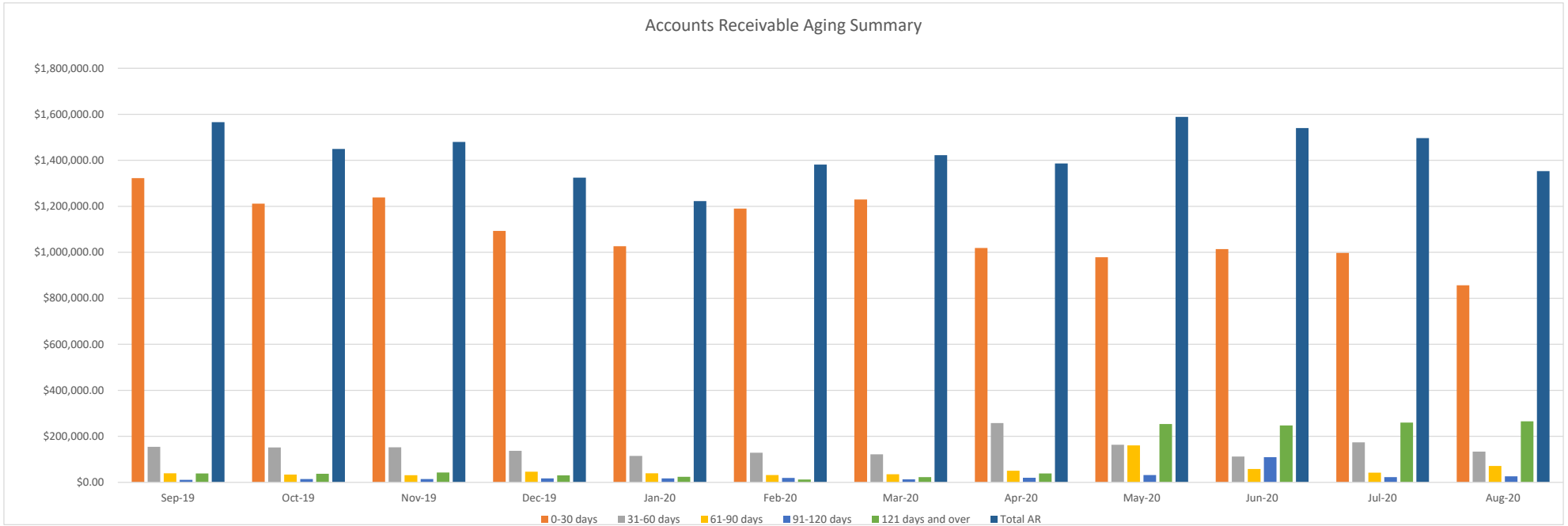


YTD METERED CONSUMPTION (000 GALLONS) COMPARATIVE REPORT
 For Fiscal Years 2019, 2020 & 2021
 (expressed in thousands)

	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>CUM. INC (DEC)</u>	<u>%</u>
July	344,364	365,892	335,209	-30,683	-8%
August	692,933	727,959	630,506	-97,453	-13%



DEPARTMENT OF WATER
Accounts Receivable Aging Summary
As of August, 2020



AR Aging	Sep-19		Oct-19		Nov-19		Dec-19		Jan-20		Feb-20		Mar-20		Apr-20		May-20		Jun-20		Jul-20		Aug-20	
0-30 days	\$1,322,141.93	84%	\$1,211,614.04	84%	\$1,238,572.50	84%	\$1,093,337.19	83%	\$1,026,241.32	84%	\$1,189,752.20	86%	\$1,229,258.09	86%	\$1,018,686.24	73%	\$978,907.17	62%	1,013,853.91	66%	\$997,485.31	67%	\$856,561.14	63%
31-60 days	\$154,707.79	10%	\$151,924.87	10%	\$152,570.76	10%	\$137,197.13	10%	\$115,140.84	9%	\$128,662.63	9%	\$121,758.30	9%	\$257,987.42	19%	\$163,475.93	10%	112,069.52	7%	174,030.47	12%	133,850.15	10%
61-90 days	\$39,193.31	3%	\$33,854.98	2%	\$31,100.40	2%	\$46,080.54	3%	\$39,702.40	3%	\$31,954.93	2%	\$35,486.34	2%	\$50,532.72	4%	\$160,891.80	10%	57,755.74	4%	42,403.40	3%	70,980.66	5%
91-120 days	\$11,189.86	1%	\$14,639.21	1%	\$14,451.96	1%	\$17,301.17	1%	\$17,200.37	1%	\$18,953.24	1%	\$13,058.29	1%	\$20,047.89	1%	\$31,925.61	2%	109,465.82	7%	22,617.26	2%	26,277.91	2%
121 days and over	\$38,505.09	2%	\$37,349.21	3%	\$42,761.86	3%	\$30,389.69	2%	\$24,330.48	2%	\$12,326.29	1%	\$22,886.96	1%	\$38,823.06	3%	\$253,754.60	16%	247,167.20	16%	259,985.17	17%	265,096.96	20%
Total AR	\$1,565,737.98	100%	\$1,449,382.31	100%	\$1,479,457.48	100%	\$1,324,305.72	100%	\$1,222,615.41	100%	\$1,381,649.29	100%	\$1,422,447.98	100%	\$1,386,077.33	100%	\$1,588,955.11	100%	\$1,540,312.19	100%	\$1,496,521.61	100%	\$1,352,766.82	100%

*Total AR is net of Customer deposits and overpayments.

Customer Deposits & Overpayments	(\$204,973.25)	(\$205,885.03)	(\$196,263.56)	(\$209,366.49)	(\$216,003.50)	(\$231,033.54)	(\$219,423.13)	(\$207,346.51)	(\$179,741.24)	(\$235,645.43)	(\$228,641.66)	(\$233,729.73)
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DEPARTMENT OF WATER
SUMMARY OF MCUTS
As of August, 2020

FY	MONTHS	July	August	September	October	November	December	January	February	March	April	May	June	TOTALS
2021	Count													0
	Delinquent	***	***											\$ -
	Collection													\$ -

FY	MONTHS	July	August	September	October	November	December	January	February	March	April	May	June	TOTALS
2020	Count	69	13	12	20	25	15	32	19	16				221
	Delinquent	\$ 13,779.25	\$ 2,292.13	\$ 2,507.59	\$ 7,257.72	\$ 5,679.41	\$ 4,815.77	\$ 9,221.28	\$ 22,567.88	\$ 1,940.60	***	***	***	\$ 70,061.63
	Collection	\$ 16,233.81	\$ 2,507.56	\$ 2,969.06	\$ 8,189.34	\$ 4,162.66	\$ 6,556.63	\$ 8,618.12	\$ 19,599.53	\$ 2,734.43				\$ 71,571.14

FY	MONTHS	July	August	September	October	November	December	January	February	March	April	May	June	TOTALS
2019	Count	19	28	38	42	8	16	20	39	0	9	36	0	255
	Delinquent	\$ 2,234.03	\$ 2,776.27	\$ 2,111.04	\$ 5,865.59	\$ 2,042.56	\$ 2,352.51	\$ 3,609.04	\$ 6,741.24	*	\$ 1,196.56	\$ 6,154.30	**	\$ 35,083.14
	Collection	\$ 3,279.94	\$ 3,121.47	\$ 5,710.27	\$ 7,216.63	\$ 3,238.32	\$ 2,799.27	\$ 3,471.90	\$ 7,450.19	\$ -	\$ 1,793.18	\$ 8,936.10	\$ -	\$ 47,017.27

*No Mcuts, new cloud service products were being tested and validated for roll out. Staff were working closely with Consultants, training, testing and validating customer accounts into a test company.

FY	MONTHS	July	August	September	October	November	December	January	February	March	April	May	June	TOTALS
2018	Count	86	16	33	11	0	0	17	66	126	79	37	39	510
	Delinquent	\$ 34,440.52	\$ 5,406.27	\$ 7,888.51	\$ 3,824.19	\$ -	\$ -	\$ 4,480.86	\$ 27,291.52	\$ 32,214.96	\$ 8,170.17	\$ 4,851.25	\$ 5,256.04	\$ 133,824.29
	Collection	\$ 24,657.80	\$ 3,169.74	\$ 8,051.50	\$ 3,672.65	\$ -	\$ -	\$ 4,175.66	\$ 21,376.92	\$ 30,795.56	\$ 7,472.17	\$ 5,693.23	\$ 3,217.21	\$ 112,282.44

*No Mcuts, new cloud service products were being tested and validated for roll out. Staff were working closely with Consultants, training, testing and validating customer accounts into a test company.

FY	MONTHS	July	August	September	October	November	December	January	February	March	April	May	June	TOTALS
2017	Count	37	0	0	58	22	22	23	11	9	14	33	142	371
	Delinquent	\$ 17,602.72	\$ -	\$ -	\$ 35,186.00	\$ 12,573.35	\$ 13,389.78	\$ 16,357.08	\$ 5,635.81	\$ 6,548.66	\$ 15,735.65	\$ 9,379.66	\$ 40,447.77	\$ 172,856.48
	Collection	\$ 12,908.83	\$ -	\$ -	\$ 31,387.14	\$ 9,791.37	\$ 8,808.34	\$ 15,205.41	\$ 3,596.94	\$ 2,520.71	\$ 6,793.88	\$ 8,051.50	\$ 37,144.99	\$ 136,209.11

** No Mcuts for August & September, 2016. DOW implemented its own instance of CC&B on October 3, 2016. The staff were doing testing and validations prior to the 10/16 conversion rollout.

FY	MONTHS	July	August	September	October	November	December	January	February	March	April	May	June	TOTALS
2016	Count	11	26	33	61	17	12	58	31	30	9	21	0	309
	Delinquent	\$ 5,744.14	\$ 13,988.13	\$ 25,960.00	\$ 37,591.19	\$ 13,892.54	\$ 5,260.00	\$ 38,283.90	\$ 18,769.82	\$ 22,316.40	\$ 27,403.03	\$ 15,672.69	\$ -	\$ 224,881.84
	Collection	\$ 3,137.70	\$ 7,426.69	\$ 16,528.53	\$ 16,453.27	\$ 11,492.90	\$ 4,585.84	\$ 18,475.00	\$ 9,384.49	\$ 17,195.51	\$ 19,383.85	\$ 11,733.26	\$ -	\$ 135,797.04

The MCUT is normally scheduled on the FC/MR's free day.

***no MCUT MID March, Aprildue to COVID-19 pandemic; provided leeway to customers.

DEPARTMENT OF WATER

County of Kaua'i

"Water has no Substitute – Conserve it!"

INFORMATION & EDUCATION SPECIALIST REPORT

September 24, 2020

Public Notices and Announcements

All news releases were also published on the Department's Facebook social media page and online at www.kauai.gov/press-releases.

- **Hanalei – Water service shutdown scheduled**

- A news release was issued on August 17, 2020 to announce an emergency water service shutdown on the Makai-side of Kūhi'ō Highway in Hanalei; between Malolo Street to the Hanalei River. Water service was turned off at 1:15 p.m. without an estimated timeline for repairs due to an initial assessment of the complex repairs for a recently damaged distribution line.
 - A courtesy notice was issued to the affected service area via BlackBoard Connect mass notification service.
 - A public service announcement was also submitted to local radio stations for on-air announcements.
- A final news release was issued on August 17, 2020 to announce that service was restored to Hanalei customers at approximately 3:30 p.m. Crews completed the repairs to the distribution line.
 - A courtesy notice was issued to the affected service area via BlackBoard Connect mass notification service.
 - A public service announcement was also submitted to local radio stations for on-air announcements.

- **Hanapepe – Water service shutdown scheduled**

- A news release was issued on August 28, 2020 to announce a 4-hour water service shutdown on Hanapepe Road, Koula Road and Kona Road in Hanapepe town on Wednesday, September 2, 2020, beginning at 2 p.m., weather permitting. DOW crews will be conducting mainline improvements and installing replacement valves for the Hanapepe water system.
 - A courtesy notice was also issued to the affected service area via BlackBoard Connect mass notification service.
 - A public service announcement was also submitted to Hanapepe town association members and to local radio stations for on-air announcements.
- An updated announcement was issued on September 2, 2020 via Facebook to revise the service shutdown from 3 p.m. to 7 p.m. due to additional work required to access the waterlines.
 - A courtesy notice was also issued to the affected service area via BlackBoard Connect mass notification service.
 - A public service announcement was also submitted to Hanapepe town association members and to local radio stations for on-air announcements.
- A final update announcement was issued on September 2, 2020 to announce that water service will be restored at approximately 9 p.m. in order to complete the remaining installation work. Water service was restored at approximately 9:10 p.m. and customers returned to normal water use.
 - A courtesy notice was also issued to the affected service area via BlackBoard Connect mass notification service.

- A public service announcement was also submitted to Hanapepe town association members and to local radio stations for on-air announcements.
- **All Systems – Flushing reminder for Resorts, commercial properties, etc.**
 - A news release was issued on August 31, 2020 to remind resort properties and large commercial facilities to conduct a flushing of their plumbing fixtures on property at least once a week and prior to reopening for business. The flushing protocol is also recommended to schools and businesses that have significantly reduced the water demand within their systems during COVID-19 related closures or extended property vacancies. Current maintenance of water fixtures should also include the proper care of cooling and air conditioning systems and frequently maintaining and flushing the property's hot water systems to avoid unwanted microbial growth; such as Legionella, during extended periods of non-use. Customers are also advised to check the backflow preventer on their property to confirm that it is functioning properly.
- **Wailua – Water service shutdown scheduled**
 - A news release was issued on September 2, 2020 to announce a water service shutdown for customers on a portion of Opaeka`a Road; between Pulana Street and Pu`upilo Road in Wailua Homesteads. Water service will be turned off on Wednesday, September 9th, from 9 a.m. to 3 p.m.; weather permitting, in order to connect a new 6-inch water line to the existing water system.
 - A courtesy notice was also issued to the affected service area via BlackBoard Connect mass notification service.
 - A public service announcement was also submitted to local radio stations for on-air announcements.
 - A news release was issued on September 8, 2020 to remind customers of the scheduled water service shutdown on a portion of Opaeka`a Road; between Pulana Street and Pu`upilo Road in Wailua Homesteads on September 9th from 9 a.m. to 3 p.m.
 - A courtesy notice was also issued to the affected service area via BlackBoard Connect mass notification service.
 - A public service announcement was also submitted to local radio stations for on-air announcements.
 - A news release was issued on September 9, 2020 to revise the affected service area for the scheduled water service shutdown to include: a portion of Opaeka`a Road; between Pulana Street and Ilalo Place. The affected area also includes customers on Pu`upilo Road, Pu`upilo Place, Pulama Road, Makana Road, Po`o Road, and Ilalo Place.
 - A courtesy notice was also issued to the affected service area via BlackBoard Connect mass notification service.

Public Relations Program

Community Outreach & Education

- Public Relations staff (PR) have been progressive in the improvement and increase of direct communications with customers; by providing courtesy calls, assisting divisions with information dissemination, social media posts/responses and by issuing additional notices regarding service disruptions, service inquiries, etc. *On-going.*
- PR is working on the Department's Imagine a Day Without Water (IADWW) awareness campaign. This year's campaign will take place online via Facebook and will feature informational posts to encourage and educate the public on the value and importance of water in our communities. PR is working with its customers; residential and commercial to

participate in this year's awareness by sharing their value-water story online. In addition, PR is coordinating a water conservation and educational resource giveaway event for keiki on October 6th. The Department is also partnering with fellow county water supply and state water agencies in a statewide effort to promote IADWW on Facebook.

Upcoming Community Outreach & Educational Events

- October 6, 2020 – Water Education Today resource distribution event (Lihue)
- October 21, 2020 – Imagine a Day Without Water (online campaign)

Project WET Hawaii

- Project WET Hawaii continues to prepare for the temporary transition to virtual workshops for educators and facilitator trainings, tentatively planned to begin in January 2021. PR is working on obtaining online meeting tools, appropriate software, supplies and is also working with regional coordinators for idea sharing and additional resources. Project WET Hawaii has received 3 requests for educator trainings to help support agencies with distance learning appropriate activities.

Miscellaneous

- PR is assisting coordination for DOW employee participation in the County's Employee Council's Sunflower challenge event. As of this report, 6 employees have signed up to participate.

JK/ein

Mgrrp/September 2020/Information & Education Specialist Report (9-24-20):ein

DEPARTMENT OF WATER

County of Kaua'i

"Water has no Substitute – Conserve It!"

Operations Division Report for the Month of August 2020

Personnel

- Congratulations to Christopher Caoagas for promotion from Groundskeeper to Utility Worker.
- Operations personnel attended Certified Flagger training, and Respiratory Safety class and fit testing.

Source and Storage

- Maintenance workers continued cleaning various remote facilities island-wide. Works included clearing of vegetation and drainage as well as repair and construction of structures and facilities including access driveways.
- Water Plant Operators performed routine inspection and maintenance at all sites including valve maintenance, piping repair and replacement, chlorination equipment maintenance, and mixing of sodium hypochlorite.
- Puhi Well 3 refurbishment Contract 679 with Derrick's Well Drilling completed; deep well is back in service.
- Job-20-05 Waimea Well B Repair on-site pre-bid meeting completed.
- Contract for Kapilimao On-Site Sodium Hypochlorite Generation being processed.
- Anahola Well A pump replacement Contract 687 completed. Well is back in service.
- Koloa Well D pump replacement Contract 693 Notice to Proceed issued, June 1, 2020.
- Monitoring of Sodium Hypochlorite on-site generation equipment on Makaleha Wells and Tank Site is on-going.
- Electrical workers performed routine electrical maintenance at all sites including SCADA radio troubleshooting, electrical wiring for motor controls, lighting repair and replacement.
- SCADA RFP submittal from Glenmount Global Services review completed, Best and Final Offer accepted. Recommendation submitted.
- Auto mechanics performed routine maintenance of all DOW vehicle and equipment including light, medium and heavy vehicles as well as construction equipment and generators.

Distribution

- Operations Division Field Section crews continue to perform routine leak repair of service laterals and mainlines. Field Section personnel responded to thirty nine (39) leak repair work orders.
- Field Section personnel installed a service lateral.
- We received a total of 114 calls from customers reporting leaks on the mainline, service laterals, meters, meter boxes and fire hydrants including complaints of no water, complaints of low pressure, high pressure, calls requesting remote site/facility grounds and vegetation maintenance, calls for assistance in shutting off the water meter, calls reporting damaged meter box and cover, reports of leaking or damaged fire hydrants and report of white milky water, and non-water emergency calls mainly customer inquiries. Work orders were generated and all calls resolved. Leak after the meter needs to be addressed by the customer.
- Three service laterals were installed along with five new water meters.
- One (1) temporary hydrant meter was installed.
- Operations Division received three (3) emergency calls for hydrants hit by vehicle.

Fleet, Inventory, Warehouse and Baseyard Area

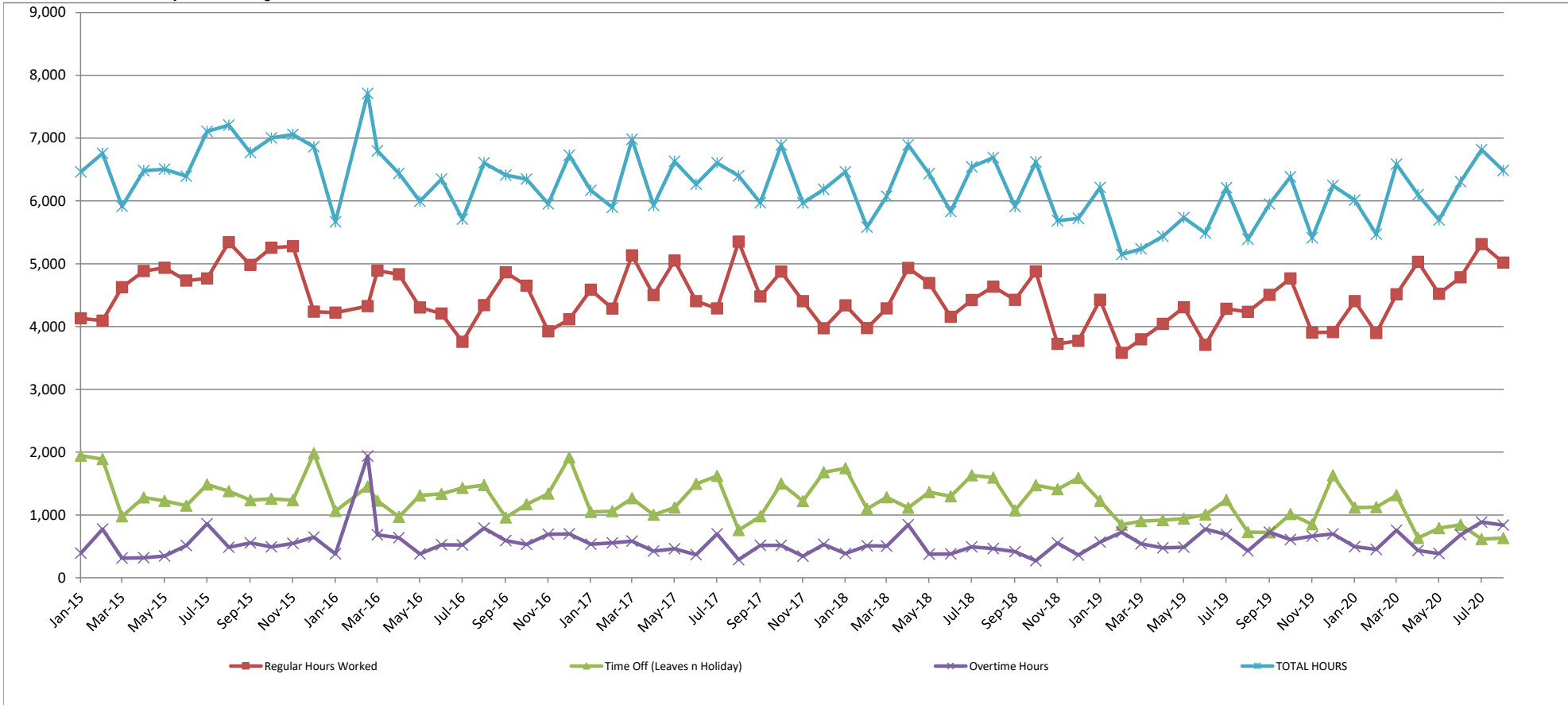
- Two hundred five (205) work orders were issued for Operations Division. Works included: electrical repairs and maintenance; automotive repairs and maintenance including power generator maintenance; Hawai'i One Call requests for markings; water meter installation and replacement; service lateral installations; leak repairs; well, tank site and PRV maintenance; replace damaged meter boxes; repair defective meters; replace damaged or leaking hydrant; door-to-door customer notifications for tie-ins of new lines to existing lines as well as notifications regarding scheduled repairs; callouts due to customer complaints/reports; meter replacement requests; Hawai'i One Call relative to contractor's requests for markings.
- Sixteen (16) Hawaii One Call requests for markings were received. Also, thirty two (32) meters were maintained, replaced, repaired, issued and installed.
- Operations personnel is coordinating with Fiscal Division personnel to proceed with auction of vehicles and equipment.

VPR/ein

Attachments: Overtime Chart
Leak Report Chart
Production/Billing Chart

Mgrp/September 2020/Operations Division Report for the Month of August 2020 (9-24-20):ein

County Of Kauai - DEPARTMENT OF WATER
 Operations Division: Plant & Field
 Total Hours for the Month
 For the Period: January 2015 to August 2020

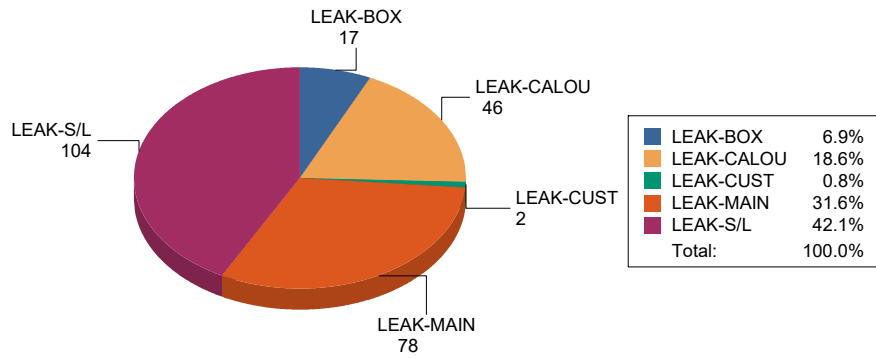


Work Orders by Job Reason Code for Selected Date Range

08/01/2019 to 08/31/2020

# of W/O's	Job Reason Code	Description
17	LEAK-BOX	Meter Box Leak Repair
46	LEAK-CALOU	LEAK CALL OUT
2	LEAK-CUST	Customer-Side Leak Repair
78	LEAK-MAIN	Mainline Leak Repair
104	LEAK-S/L	Service Lateral Leak Repair

Work Orders by Job Reason Code

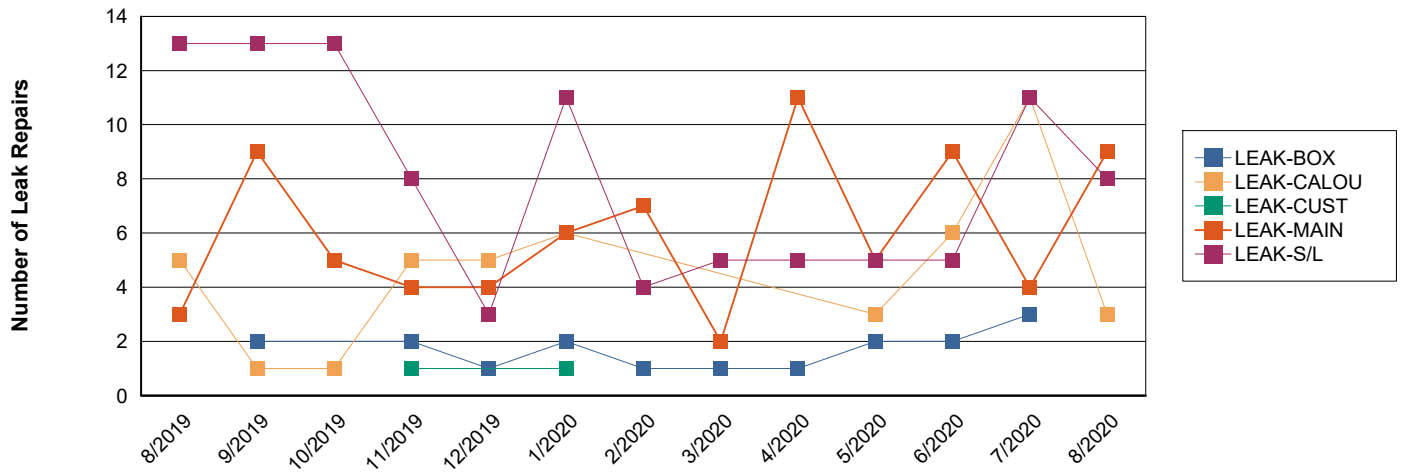


Work Orders by Job Reason Code for Selected Date Range

08/01/2019 to 08/31/2020

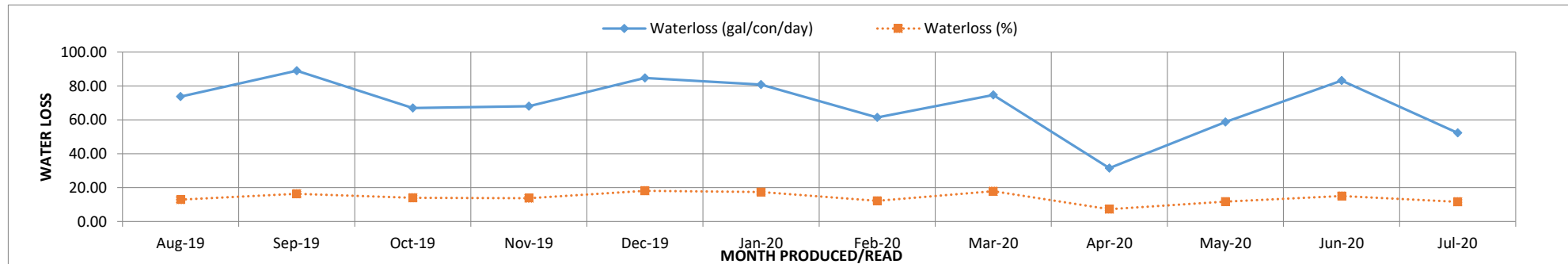
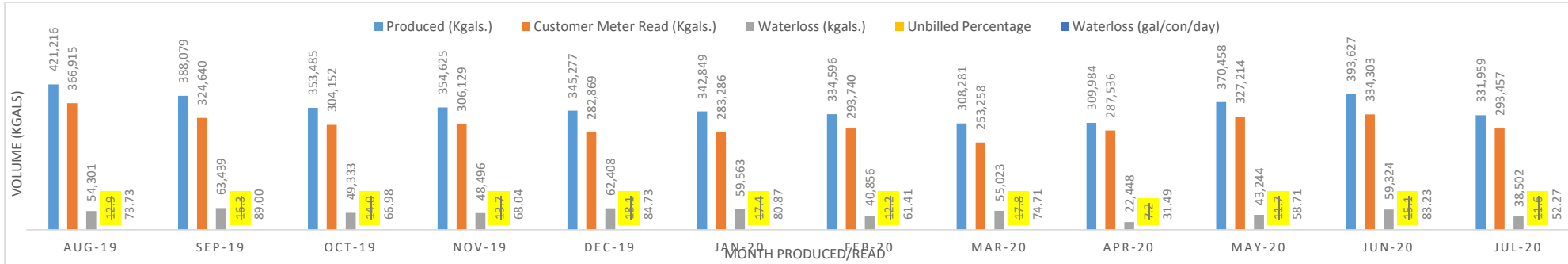
of W/O's Job Reason Code Description

Number of Leak Repairs per Month



Monthly Water Produced, Customer Meter Read and Waterloss Comparison For Calendar Year 2019/2020

	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Total Year
Produced (Kgals.)	421,216	388,079	353,485	354,625	345,277	342,849	334,596	308,281	309,984	370,458	393,627	331,959	4,254,434
Customer Meter Read (Kgals.)	366,915	324,640	304,152	306,129	282,869	283,286	293,740	253,258	287,536	327,214	334,303	293,457	3,657,499
Waterloss (kgals.)	54,301	63,439	49,333	48,496	62,408	59,563	40,856	55,023	22,448	43,244	59,324	38,502	596,935
Waterloss (%)	12.9	16.3	14.0	13.7	18.1	17.4	12.2	17.8	7.2	11.7	15.1	11.6	14.0
Waterloss (\$)	69,343	81,011	62,998	61,929	79,695	76,061	52,173	70,264	28,666	55,222	75,757	49,166	762,286
Waterloss (gal/con/day)	73.73	89.00	66.98	68.04	84.73	80.87	61.41	74.71	31.49	58.71	83.23	52.27	68.83



DEPARTMENT OF WATER

County of Kaua'i

"Water has no Substitute – Conserve It!"

MANAGER'S UPDATE

September 24, 2020

Pursuant to Board Policy No. 3

CONTRACTS AWARDED/EXTENSION/AMENDMENTS:

1 FIFTH AMENDMENT FOR 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 BELT COLLINS HAWAI'I WITH A TIME EXTENSION OF 180 CALENDAR DAYS WITH NO ADDITIONAL FUNDING

FUNDING:

Account No.	30-20-00-604-105			
Acct Description	Certified BAB Funds for Contract No. 533			
Funds Available	<i>Verified by WWC</i>		\$	N/A
Contract No.	533			
Vendor	Belt Collins Hawaii LLC			
	Contract Amount	\$	955,000.00	
	Contingency	\$	0.00	
	First Amendment	\$	37,900.00	
	Second Amendment	\$	207,309.00	
	Third Amendment	\$	38,500.00	
	Fourth Amendment	\$	101,583.00	
	Total Funds Certified To Date	\$	1,238,709.00	
Fifth Amendment:				
	Contract Time Extension of 180 calendar days	\$	0.00	
	Total Amendment	\$	0.00	
	Contract Amount To Date	\$	1,238,709.00	

BACKGROUND:

Contract NTP Date: April 13, 2011
Original Contract End Date: April 11, 2013
First Amendment End Date: October 31, 2014
Second Amendment End Date: February 15, 2018
Third Amendment End Date: December 28, 2019
Fourth Amendment End Date: August 3, 2020

New Contract End Date: January 29, 2021

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 MG (million gallon) concrete tank and Package B is the new Clearwell 0.1 MG concrete storage tanks. Package C consists of approximately 11,000 feet of new transmission and distribution lines along Kikala Road, Pu'uwai Road, Po'ohiwi Road, and Pu'ulima Road. 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 the Package B Clearwell tank was changed from 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 costs of the tank site. The amendment provided additional design services to complete the design for Packages A, B, and C, including: the downsizing of 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 the 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, the Department was informed that a Governor's Executive Order (EO) is required. The Board of Land and Natural Resource (BLNR) has 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 Department's project delivery capacity and funding. The Department recently obtained a State grant of \$10,200,000 for the construction of the project. The Department 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, the Department 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 must be done and of federal requirements which were not included in the original scope of work for the contract must be incorporated into the project plans and specifications.

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

Fifth Amendment:

Unanticipated delays to the construction of other projects being undertaken by the Department have delayed the estimated starting date of the construction for the Kalāheo Water System Improvements project. The DOW and Belt Collins Hawaii must extend 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 is also being 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").

2 FIRST AMENDMENT TO CONTRACT NO. 698, JOB NO. HH-2019-2020 EXECUTIVE SEARCH SERVICES WITH BISHOP & COMPANY WITH A TIME EXTENSION ENDING OCTOBER 7, 2020 WITH NO ADDITIONAL FUNDING

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FUNDING:

Account No.	10-01-10-540-010			
Acct Description	WU/Admin/Admin/Professional Services - General			
Funds Available	<i>Verified by WWC</i>		\$	N/A
Contract No.	698			
Vendor	Bishop & Company, Inc.			
	Contract Amount	\$	20,000.00	
	5% Contingency	\$	N/A	
	Total Funds Certified To Date	\$	20,000.00	
First Amendment:				
	Contract Time Extension to 10/7/20	\$	0.00	
	Total Amendment	\$	0.00	
	Contract Amount To Date	\$	20,000.00	
Fund Balance			\$	N/A

BACKGROUND:

Contract NTP Date: June 9, 2020
 Original Contract End Date: August 8, 2020
 New Contract End Date: October 7, 2020

Bishop & Company, Inc. was contracted (Contract No. 698) by the Board to assist in the recruitment of a Manager & Chief Engineer for the Department. A Manager & Chief Engineer hasn't been hired yet and the assistance of Bishop & Company, Inc. is still needed beyond the original contract end date. The First Amendment to Contract No. 698 is for a time-only time extension of the contract until October 7, 2020.

3 CONTRACT NO. 702, JOB NO. 20-06 WAILUA HOMESTEADS WELLS A & B EVALUATION OF GRANULAR ACTIVATED CARBON TREATMENT WITH BROWN AND CALDWELL IN THE AMOUNT OF \$93,038.00

FUNDING:

Account No.	10-20-10-540-010			
Acct Description	WU/Eng/Admin/Professional Services			
Funds Available	Verified by WWC		\$	100,000.00
Contract No.	702			
Vendor	Brown and Caldwell			
	Contract Amount	\$	93,038.00	
	5% Contingency	\$	4,652.00	
	Total Funds Certified	\$	97,690.00	\$ <97,690.00>
Fund Balance			\$	2,310.00

BACKGROUND:

The DOW has been operating the Wailua Homesteads Wells A and B Granular Activated Carbon (GAC) treatment facility since 1999 due to the documented presence of mercury contamination in both wells, which is assumed to have been caused from a leak of the Byron Jackson wells pumps which were originally installed in the wells. The DOW has regularly monitored the water quality before and after Granular Activated Carbon (GAC) treatment facility since 1999 and the results of the water quality data of the source water from the wells (prior to GAC treatment) has shown periodic detections of mercury. The last detection of mercury from water from the wells before going through the GAC treatment facility was over 10 years ago, implying either that mercury is no longer present in the wells or, not at detectable levels. All monitoring data collected by the DOW has been submitted to the Department of Health, Safe Drinking Water Branch (DOH-SDWB).

In a letter to the DOW dated November 1, 2019 the DOH-SDWB identified a potential water quality concern related to mercury contamination for the DOW's Wailua Homesteads Wells A and B GAC treatment facility. The DOH-SDWB letter states that there is a concern that the existing Granular Activated Carbon media's treatment capability may be close to being exhausted and that a breakthrough could occur. The DOH-SDWB has requested that the DOW perform an evaluation to determine whether mercury contamination within the wells still poses a threat and if GAC treatment is still required. If it is determined that GAC treatment is still required, an assessment shall be performed to determine the condition of the existing GAC media and whether replacement or rehabilitation is required.

4 CONTRACT NO. 703, JOB NO. 20-05 WAIMEA WELL B PUMP REPLACEMENT, WAIMEA, KAUA'I, HAWAI'I AWARDED TO OASIS WATER SYSTEMS, INC. IN THE AMOUNT OF \$80,118.62

FUNDING:

Account No.	10-40-00-604-999			
Acct Description	WU/Ops/Capital Outlay-R&R/Misc. Capital Purchases			

	(Line 7-Pump and Motor Replacement)			
Funds Available	Verified by WWC		\$	300,000.00
Contract No.	703			
Vendor	Oasis Water Systems, Inc.			
	Contract Amount	\$	80,118.62	
	5% Contingency	\$	4,006.00	
	Total Funds Certified	\$	84,124.62	\$ <84,124.62>
Contract Amount To Date		\$	80,118.62	
Fund Balance			\$	215,875.38

BACKGROUND:

Waimea Well B is one of two deep well pumps that service the Waimea area. Waimea Well B has been in use for the last 33 years, producing 210 gpm of source water, and finally had a failure of the pump bowls and impellers. Due to the age and condition of the pump and appurtenances, we will be replacing all old parts with new, including a new discharge head and motor.

WAIVER, RELEASE & INDEMNITY APPLICATIONS:

None

STAFF REPORTS - FY 20-21:

PERSONNEL MATTERS

September 14, 2020

Administration

1. Manager and Chief Engineer. Position in recruitment.

I.T. Division

1. Information Technology Specialist III #2475, #2615. Positions vacant.
2. Waterworks IT Manager #2485. Pending referred list from the Department of Human Resources (DHR)

Fiscal Division

1. Customer Service Representative I #2305. Working with DHR on recruitment and classification request.

Engineering Division

1. Civil Engineer II #2458. Working with DHR on filling vacancy.

Construction Management Division

1. Civil Engineer V #2355. Working with DHR on filling vacancy.

Operations Division

1. Assistant Water Plant Operator #2312. Pending list of eligibles.
2. Construction & Maintenance Worker I #2401. Working with DHR on start date.
3. Groundskeeper #2601. Planning on interviews.
4. Pipefitter #2418. Working with DHR on filling vacancy.
5. Pipefitter Helper #2471. Pending list of eligibles.
6. Plant Electrician #2457. Pending list of eligibles.
7. Utility Worker #2612. Position filled September 1, 2020.
8. Water Meter Mechanic #2409. Working with DHR on recruitment.
9. Water Service Investigator III #2617. Working with DHR on filling vacancy.

Pursuant to Board Policy No. 24

CONVEYANCE OF WATER FACILITIES \$1,437,761.64

Koloa Village LLC, a California Limited Liability Company	2-8-08:001	Kōloa	\$201,531.00
Waimakua Homestead LLC, a Hawaii limited liability company; David W. Goodale, Co-Trustee; Katherine G. Richardson, Co-Trustee; Joan G. Evans, Co-Trustee; Richard M. Goodale, Co-Trustee	5-9-03:001 5-9-03:029	Haena	\$48,134.19
Guy A. Mechlem & Jennifer M. Mechlem Revocable Living Trust; Richard Waalani Jr.; Michael A. Dahilig; Brandon S. & Nikki N. Tengan; Hanakekala LLC, a Hawaii limited liability company; Hoihui LLC, a Hawaii limited liability company; Dean S. & Nilda C. Marugame; Julius & Gloria Crescines	2-3-12:003	Koloa	\$131,932.20
Kulana Association of Apartment Owners	4-3-11:001	Kapaa	\$1,056,164.25

CUSTOMER CARE AND BILLING (CC&B) SYSTEM UPDATE:

None

I.T. STRATEGIC PLAN UPDATE:

These updates will be placed in the Quarterly reports per Board action during the July 26, 2019 Regular Board meeting. The current update is in the October 25, 2019 Regular Board meeting.

I.T. INITIATIVES UPDATE:

September 14, 2020

Information Technology continues to work diligently to assist the Department to adapt to the COVID-19 challenges. Support to improve the DOW IT network with upgrades and maintenance of the server system continues.

The Waterworks Information Technology Manager position recruitment was posted on Sunday, August 23, 2020 with a closure date of September 1, 2020. DHR will be reviewing the applications and anticipates completion of an eligible list of candidates on or about September 18, 2020.

DEPARTMENT OF WATER'S CAPITAL IMPROVEMENT PROJECTS REQUESTS FOR STATE AID FOR FY 2020-2021 UPDATE

None

WAIMEA HUAKAI SUBDIVISION PROJECT

ADVISOR REPORT TO THE BOARD OF WATER SUPPLY UPDATE

Period ending August 31, 2020

- Handled emails, calls and texts from staff
- Discussions with Chair Akamine and staff on various matters
- Discussions with Construction Division on various projects
- Participated in and/or conducted DH/Leads weekly meeting
- Participated in DOW Board Meeting
- Discussion on Akemama Tank access
- Discussion on Kukuiofono Tank Invitation for Bids

Mgrrp/Manager's Update (September 24, 2020):mja