Water has no substitute……. Conserve it

BOARD OF WATER SUPPLY

TOM SHIGEMOTO, CHAIR
MICAH FINNILA, VICE-CHAIR
CLYDE KODANI, SECRETARY
VACANT, MEMBER
KA'AINA HULL, EX-OFFICIO
TROY TANIGAWA, EX-OFFICIO
ERIC FUJIKAWA, EX-OFFICIO

Department of Water
County of Kaua'i

JOSEPH E. TAIT
MANAGER AND CHIEF ENGINEER

REGULAR MONTHLY MEETING NOTICE AND AGENDA

Thursday, November 19, 2026
9:30 a.m. or shortly thereafter

Meetings of the Board of Water Supply, County of Kaua'i will be conducted in-person at the Department of Water Board Room, 2nd Floor located at 4398 Pua Loke Street, Līhu'e, Kaua'i, Hawai'i, and remotely in accordance with Act 220, Session Laws of Hawai'i 2021 via interactive conference technology as follows:

Click on the link below to join on your computer or mobile app by VIDEO:

https://us06web.zoom.us/j/82866973725
Passcode: 900798
OR
Dial phone number and enter conference ID to call in and join by AUDIO:
Phone: 888 788 0099 US Toll-free
Phone Conference ID: 828 6697 3725

Please Note: If you do not provide a name, unique identifier, or alias when joining the meeting, you will be renamed to allow staff to address and manage individual guests.
In the event of a lost connection the Board will recess for up to 30 minutes to restore the connection. If the connection cannot be restored within 30 minutes, the Board will continue the meeting at 12:00 p.m. or shortly thereafter. If the visual link cannot be restored, the Board may reconvene with an audio-only link using the above dial-in phone number and conference ID. A lost connection only applies to remote connections provided as part of the remote meeting but does not apply to a public member being unable to access the meeting due to a connectivity issue on their end.

CALL TO ORDER

ROLL CALL

ANNOUNCEMENTS
1. Next Scheduled Board Meeting: December 17, 2026

APPROVAL OF AGENDA

MEETING MINUTES
1. Regular Board Meeting – October 15, 2026
2. Executive Session – October 15, 2026

PUBLIC TESTIMONY

NEW BUSINESS

1. *Manager's Report No. 27-12* Discussion and Possible Action to Approve of the Indemnification Provision Included Within the State of Hawai'i, Department of Health, Drinking Water State Revolving Fund (DWSRF) Loan for Water Plan 2020 Project WKK015, Kīlauea 1.0 Million Gallon (MG) Tank, Kīlauea, Kaua'i, Hawai'i
2. *Manager's Report No. 27-13* Discussion and Possible Action on the Joint Funding Agreement (JFA) with U.S. Geological Survey (USGS) for the Period of October 1, 2026 to September 30, 2027
3. Discussion and Possible Action on the Performance Appraisal for the Manager & Chief Engineer for the period of July 1, 2025 through June 30, 2026
4. Manager's Goals for 2027
5. Election of Board Officers for Calendar Year 2026

STAFF REPORTS

1. **Fiscal**
   a. Monthly dashboard – Number of Service Calls, Number of Walk-in Customers, Number of Customer Emails and Correspondence, Number of Customer Rebills, Accounting Highlights, Transponder Replacement highlights and progress
   b. Monthly Department Overtime/Comp Time dashboard
   c. Budget Report for October 2026

2. **Operations**
   a. Monthly dashboard – Annual Financial Impact Overview, Staff Overtime Hours, Budgeted and Vacant Positions, Services Received/Completed, Highlights: New Hires and Promotions, Procurement updates, Training: Thrust Block Calculations, Mini-MAS Kalaheo School, Driver Improvement, Trailer Loading for CDL Drivers

3. **Engineering**
   a. Monthly dashboard – Budgeted and Vacant Positions, Staff Overtime Hours, Projects In Design, In Construction, completed; Water Resources and Planning Statistics – Customer Requests, Applications and Permits, Service and Records Requests, Number of Backflow Devices tested
      i. Capital Improvement Plan (CIP) Project Highlights/Status Updates:
         - Kapa'a Homesteads 325' Tanks – Two 0.5 MG Tanks
         - Puu Pane 1.0 MG Tank
         - Hā'ena 0.2 MG Storage Tank, 144'
         - Kilauea Wells 1 & 2 MCC, Chlorination Facilities
         - Kukuiolono Tank Demo
         - Weke, Anae, Mahimahi and He'e Roads 6" and 8" Main Replacement
         - Kapa'a Homesteads Well No. 4 Pump and Controls
         - Kapa'a Homesteads Well No. 4 Drill and Test
      ii. DOW Project Highlights/Status Updates:
         - Water Systems Investment Plan (WSIP)
         - Kaua'i Water Use and Development Plan (KWUDP)

4. **Administration**
   a. Human Resources – updates on Personnel Vacancies
   b. Information Technology – Information Infrastructure and Cybersecurity Update
      1. Enterprise Resource Planning (ERP) Initiative
      2. Telecommunications Infrastructure Update SCADA

3. Network Infrastructure Modernization
4. Telecommunications System Upgrade
5. Firewall and Network Security Enhancement
6. Physical Security Systems Upgrade
7. IT Cyber Dashboard
8. Software Upgrades
9. Boardroom – Conference Room - EOC

5. **Manager and Chief Enginee**r
   b. Reports to Manager:
      1. FY2027 Budget Adjustment – Administration IT Division Budget Reappropriation from Capital Account to Operating Supplies to Cover Budget Deficit and Additional Purchases
      2. Change Order No. 03 to Contract No. 774 (Pacific Concrete Cutting & Coring, Job No. 24-15 Lihue Administrative Building Fencing
      3. U. S. Geological Survey, Joint Funding Agreement for Period of October 1, 2026 through September 30, 2027

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

TOPICS FOR FUTURE BOARD OF WATER SUPPLY MEETING:

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

ADJOURNMENT

WRITTEN TESTIMONY

The Board is required to afford all interested persons an opportunity to present testimony on any agenda item. The Board encourages written testimony at least two (2) business days prior to a scheduled Board meeting. At each Board meeting, the Board will accept oral and written testimony on any agenda item during the Public Testimony portion.

Please include:

1. Your name and if applicable, your position/title and organization you are representing
2. The agenda item that you are providing comments on; and
3. Whether you are a registered lobbyist and, if so, on whose behalf you are appearing.

Send written testimony to:

Board of Water Supply, County of Kaua'i
C/O Administration
4398 Pua Loke Street
Līhu'e, Hawai'i 96766

E-Mail: board@kauaiwater.org
Phone: (808) 245-5406

Public Testimony

You do not need to register to provide oral testimony on the day of the meeting. Please note that public testimony is taken after the approval of the meeting agenda to ensure public testimony is received before any action is taken on an agenda item. The length of time allocated to present oral testimony may be limited at the discretion of the chairperson.

SPECIAL ASSISTANCE

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

Draft Minutes

MINUTES
BOARD OF WATER SUPPLY
Thursday, October 15, 2026

The Board of Water Supply, County of Kauaʻi, met in a regular meeting in Līhu'e on Thursday, October 15, 2026. Chair Tom Shigemoto called the meeting to order at 9:30 a.m. The following Board members were present:

BOARD:
Mr. Tom Shigemoto, *Chair*
Ms. Micah Finnila, *Vice-Chair*
Mr. Clyde Kodani
Mr. Eric Fujikawa
Mr. Kaʻaina Hull
Mr. Troy Tanigawa

EXCUSED:

With **6** members present at Roll Call, quorum was achieved.

ANNOUNCEMENTS
1. Next Scheduled Board Meeting: November 19, 2026

APPROVAL OF AGENDA
The agenda was approved with no objections

MEETING MINUTES
1. Regular Board Meeting – September 24, 2026

NEW BUSINESS
1. *Manager's Report No. 27-11* Discussion and Possible Action to approve of the indemnification provisions included within Escrow's Satisfaction/Waiver form related to the closing of the Land Exchange of TMK (4) 2-3-005:006 and TMK (4) 2-3-005:025 pursuant to that certain Land Exchange Agreement and its Amendment approved by this Board on February 19, 2026.

Board member Hull moved to approve Manager's Report No. 27-11, seconded by Mr. Tanigawa; with no objections, motion carried with 6 Ayes.

STAFF REPORTS
1. **Fiscal**
   a. Monthly dashboard – Number of Service Calls, Number of Walk-in Customers, Number of Customer Emails and Correspondence, Number of Customer Rebills, Accounting Highlights, Transponder Replacement highlights and progress
   b. Monthly Department Overtime/Comp Time dashboard
   c. Budget Report for September 2026
   d. Build America Bond Quarterly Expenditure Report
2. **Operations**
   a. Monthly dashboard – Annual Financial Impact Overview, Staff Overtime Hours, Budgeted and Vacant Positions, Services Received/Completed, Highlights: New Hires and

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Promotions, Procurement updates, Training: Respiratory Fit Test, Excavation Trenching & Pipe Safety, Flagger training. Assisted at Make-A-Splash Event for Project Wet

3. **Engineering**
   a. Monthly dashboard – Budgeted and Vacant Positions, Staff Overtime Hours, Projects In Design, In Construction, completed; Water Resources and Planning Statistics – Customer Requests, Applications and Permits, Service and Records Requests, Number of Backflow Devices tested
      i. Capital Improvement Plan (CIP) Project Highlights/Status Updates:
         - Kapa‘a Homesteads 325’ Tanks – Two 0.5 MG Tanks
         - Hā‘ena 0.2 MG Storage Tank, 144’
         - Kilauea Wells 1 & 2 MCC, Chlorination Facilities
         - Weke, Anae, Mahimahi and He‘e Roads 6” and 8” Main Replacement
         - Kuamo‘o Road Water Main Replacement
         - Kūhiō Highway (N. Papaloa to Kawaihau) 16” and
         - 12” Main Replacement
         - Kapa‘a Homesteads Well No. 4 Pump and Controls
      ii. DOW Project Highlights/Status Updates:
         - Water Systems Investment Plan (WSIP)
         - Kaua‘i Water Use and Development Plan (KWUDP)

   b. Quarterly Update:
      i. Water Resources and Planning Section
         - Overview of the status of various applications; water service requests, Backflow devices
         - Long-Range Plans: KWUDP Plan Update, WSIP
      ii. Project Management Section –
         - Private Projects: Approved Designs – 23; Construction Projects Completed - 6
         - Active DOW CIP Design Projects (6): UH Experimental Station 605' Tank; Ha'ena 0.2 MG Storage Tank, 144'; Kilauea Well No. 4 Drill and Test; Kuamo'o Road Water Main Replacement; Kuhio Highway (N. Papaloa - Kawaihau) 16" and 12" Main Replacement; Lawa'i 6" and 811 Main Replacement
         - Active DOW CIP Construction Projects (10): Kapa'a Homesteads 325' Tanks Package A; Kapa'a Homesteads 325' Tanks Package B; Pu'u Pane 1.0 MG Tank; Kalaheo Water System Improvements; Kilauea Wells 1 & 2 MCC, Chlorination Facilities; Kapaia Cane Haul Road 18" Water Line; Kuhi6 Highway (Hardy-Oxford) 18" Main Replacement; Weke, 'Anae, Mahimahi and He'e Roads Main Replacement; Kapa'a Homesteads Well No. 4 Pump and Controls; Lihu'e Baseyard Electrical Relocation
      iii. Water Restriction Areas: Being Reevaluated
      iv. Water Plan 2020 Construction Project Status: Pu'u Pane 1.0 MG Tank; Kapa'a 325' Tanks - Package A Drain Line; Kapa'a 325' Tanks - Package B 2 0.5MG Tanks; Drill and Test Kapa'a Homestead Well No. 4; Kalaheo Water System Improvements; Kapaia Haul Cane Road 18" Transmission Line; Kilauea Wells Nos. 1 and No. 2, MCC, Chlorination Facilities; Kuhio Hwy (Hardy-Oxford) 18" Main Replacement; Weke, Anae, Mahimahi and Hee Roads 6" and 8" Main Replacement; Kapa'a Homesteads Well No. 4 Pump and Control
      v. Supplemental Support Services: RM Towill, Inc., Kennedy/Jenks, Brown and Caldwell, Maddaus Water Management

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4. **Administration**
    a. Human Resources – updates on Personnel Vacancies
    b. Information Technology – Information Infrastructure and Cybersecurity updates
        1. Enterprise Resource Planning (ERP) Initiative
        2. Telecommunications Infrastructure Update SCADA
        3. Network Infrastructure Modernization
        4. Telecommunications System Upgrade
        5. Firewall and Network Security Enhancement
        6. Physical Security Systems Upgrade
        7. IT Cyber Dashboard
        8. Software Upgrades
        9. Boardroom – Conference Room - EOC

5. **Manager and Chief Engineer**
    a. Reports to Manager:
        1. Second amendment to Contract No. 728, R.M. Towill Corporation As-Needed Construction Management Services 2022-2023
        2. Second Amendment to Contract No. 748, Kenney/Jenks Consultants, Inc. Job No. 23-02, Project No. WL-34 Kuamoʻo Road Water Main Replacement
        3. Change Order No. 3 to Contract No. 781 (Paul's Electrical Contracting, LLC) Job No. 24-14, Lihue Baseyard Electrical Relocation
        4. Change Order No. 1 to Contract No. 784 with Gill Island Motors, Inc. dba Windward Ford of Hawaii, GS-2025-06, Furnish and Deliver Two (2) 4-Wheel Drive 15,000 Lb. GVWR Truck with Service Body, and Light Bar
        5. FY2027 Budget Adjustment – Operations Division Budget Reappropriation from Capital Purchase Account to Job Specific Account 10-40-00-604-182, SCADA RTU-PLC Replacement
        6. Contract Award to Oracle America, Inc., Job No. IT-2026-02 Cloud-Based Financial Management Software and Support Services
        7. FY2027 Budget Adjustment – Operations Division Budget Reappropriation from Capital Purchase Account to Job Specific Account 10-40-00-604-183, Slip Line Hanapepe 16-inch Pipeline

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

1. Discussion and Possible Action on the Performance Appraisal for the Manager & Chief Engineer for the period of July 1, 2025 through June 30, 2026

TOPICS FOR FUTURE BOARD OF WATER SUPPLY MEETING:

EXECUTIVE SESSION:

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

1. Pursuant to Hawaii Revised Statutes § 92-4 and § 92-5(a)(4), the purpose of this Executive Session is for Special Counsel to provide the Board with a briefing on the Board's pending litigation against manufacturers and distributors of Aqueous Film-Forming Foam (AFFF) products in the multidistrict litigation, MDL No. 2873, filed in the United States District Court for the District of South Carolina. Special Counsel, in conjunction with the Office of the

DRAFT

County Attorney, will discuss and answer Board questions regarding the complaint filed on behalf of the Board of Water Supply, County of Kaua'i. This briefing and consultation involves consideration of the powers, duties, privileges, immunities, and/or liabilities of the Board as they relate to this agenda item.

Board member Troy Tanigawa moved to enter into Executive Session, seconded by Mr. Hull; with no objections, motion carried with 6 Ayes.

The Board entered into Executive Session at 9:52 a.m.

The Board resumed in Open Session at 10:39 a.m.

Chair Shigemoto reported the following:
The Board has concluded its executive session for Item 1. which involved discussion and/or final action for the purpose stated on the agenda for that particular item. Pursuant to HRS 92-4(b), the disclosure of the discussion and/or final action would defeat the purpose of convening the executive session which was held pursuant to HRS 92-4 and 92-5(a)(4).

ADJOURNMENT
The meeting was adjourned at 10:41a.m.

Respectfully submitted,

Cherisse Zaima
Administrative Assistant

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New Business

DEPARTMENT OF WATER

County of Kaua‘i

“Water has no Substitute – Conserve It!”

MANAGER’S REPORT No. 27-12

November 19, 2026

Re: Discussion and Possible Action to Approve of the Indemnification Provision Included Within the State of Hawai‘i, Department of Health, Drinking Water State Revolving Fund (DWSRF) Loan for Water Plan 2020 Project WKK015, Kīlauea 1.0 Million Gallon (MG) Tank, Kīlauea, Kaua‘i, Hawai‘i

RECOMMENDATION:

It is recommended that the Board of Water Supply, County of Kaua‘i (the “Board”) approve of the indemnification language in the standard conditions of the DWSRF loan, acting upon Option 1 below. At its December 18, 2025 meeting, the Board approved of Resolution No. 26-03 to receive and expend monies for DW407-0003, WKK-15, Kīlauea 1.0 MG Tank.

The language in the standard conditions of the DWSRF loan that references indemnification and unspecified future obligations is as follows:

19. “**DEFENSE AND INDEMNIFICATION.** The BORROWER shall defend, indemnify, and hold harmless to the extent permitted by law the State of Hawaii, the DIRECTOR, and their officers, employees, and agents from and against any and all actions, claims, suits, damages, and costs arising out of or resulting from the acts or omissions of the BORROWER or the BORROWER’S officers, employees, agents, contractors, or subcontractors occurring during or in connection with the performance of the BORROWER’s Activities under this Agreement.”

FUNDING: N/A.

OPTIONS

Option 1: Approve Manager’s Report as Recommended.

Pro: This will allow the Department to move forward with constructing the Kīlauea 1.0 MG Tank.

Con: The Board will be bound by the provisions in the standard conditions of the DWSRF loan.

Option 2: Do Not Approve of the Manager’s Report as Recommended.

Pro: The Board will not be bound by the provisions in the standard conditions of the DWSRF loan.

Con: The Department will need to postpone the construction of the Kīlauea 1.0 MG Tank until other funds become available.

JK/crz

Attachment: DWSRF Loan for Kīlauea 1.0 MG Tank

LENDER:
Hawaii State Department of Health

BORROWER:
BOARD OF WATER SUPPLY
COUNTY OF KAUAI
Project No.: DW407-0003
Project Title: KILAUEA 1.0 MG TANK

TERMS OF THE LOAN – MASTER LOAN AGREEMENT

Loan Amount	$13,700,000.00	**Estimated Dates**	
Annual Interest Rate	1.15%	Construction start	07/13/2026
Annual Loan Fee Rate	1.50%	Construction complete	01/09/2028
Term	20 years	First repayment due	04/15/2028
Repayments	Semi-Annual	Final repayment due	04/15/2047

LOAN OFFER AND ACCEPTANCE

Offer by the Hawaii State Department of Health

This Loan Offer and Acceptance and Attachment A (collectively, Agreement), made and entered into as of October 15, 2026, is subject to all applicable State and Federal statutory and regulatory provisions, Standard Conditions, Special Conditions, Procedures For Issuing Loans from the Drinking Water Treatment Revolving Loan Fund (DWTRLF) (also known as the Drinking Water Fund under Chapter 340E, Hawaii Revised Statutes, and the Drinking Water State Revolving Fund or DWSRF under Chapter 11-65, Hawaii Administrative Rules). The Director (DIRECTOR) of the Hawaii State Department of Health (DOH) hereby offers to make a loan to the BOARD OF WATER SUPPLY, COUNTY OF KAUAI (BORROWER) from the DWTRLF, up to and not exceeding the above specified amount, at the fixed loan rate and repayment period given above, for the support of the efforts contained in the Project Description, herein. By signing below, the BORROWER agrees to accept the loan on the terms specified in this Agreement.

The parties certify that their undersigned representatives are fully authorized to enter into this Agreement, to execute it on behalf of the parties, and to legally bind the parties to its terms.

This Agreement may be executed in counterparts and by facsimile or any electronic means, each of which shall be an original instrument and all of which shall together constitute one and the same agreement and shall be fully binding and effective for all purposes.

LENDER:
Hawaii State Department of Health

BORROWER:
BOARD OF WATER SUPPLY
COUNTY OF KAUAI
Project No.: DW407-0003
Project Title: KILAUEA 1.0 MG TANK

HAWAII STATE DEPARTMENT OF HEALTH

APPROVED AS TO FORM:

By: _____
Director of Health

_____
Deputy Attorney General

BOARD OF WATER SUPPLY, COUNTY OF KAUAI

By: _____
Chairperson

APPROVED AS TO CONTENT:

By: _____
Manager and Chief Engineer
DEPARTMENT OF WATER
COUNTY OF KAUAI

APPROVED AS TO FORM AND LEGALITY:

By: _____
Deputy County Attorney

LENDER:
Hawaii State Department of Health

BORROWER:
BOARD OF WATER SUPPLY
COUNTY OF KAUAI
Project No.: DW407-0003
Project Title: KILAUEA 1.0 MG TANK

PROJECT DESCRIPTION

Demolition of existing 0.1-million-gallon (MG) concrete water storage tank, the construction of a new 1.0 MG concrete water storage tank, water and drain line improvements, electrical improvements and a variety of other site improvements.

PROJECT SCHEDULE

1.	Notice to Proceed	07/13/2026
2.	Completion of Construction no later than	01/09/2028
3.	Project duration from start to finish (months)	18

PROJECT BUDGET

The loan amount is $13,700,000.00.

1.	Architectural engineering basic fees (Design Allowance):	$ -
2.	Other architectural engineering fees:	$ -
3.	Project inspection fees – CM	$ 1,500,000.00
4.	Construction and project improvement:	$11,340,146.00
	Unlimited Construction Services, Inc.	
5.	Equipment:	$ -
6.	Total (Line 1 through 5):	$12,840,146.00
7.	Less: Ineligible Exclusions:	$ -
8.	Add: Contingencies	$ 1,951,854.00
9.	Total Eligible Project Amount:	$14,792,000.00
10.	DWTRLF loan requested of Line 9:	$13,700,000.00
11.	Borrower share:	$ -
12.	Other shares: EPA Community Grant	$ 1,092,000.00
13.	Total project costs (Lines 10, 11 & 12):	$14,792,000.00

LENDER:
Hawaii State Department of Health

BORROWER:
BOARD OF WATER SUPPLY
COUNTY OF KAUAI
Project No.: DW407-0003
Project Title: KILAUEA 1.0 MG TANK

OTHER FUNDING SOURCES/COSTS EXCLUDED

$___N/A___ of project costs to ___N/A___are ineligible. These types of costs do not qualify for funding through the DWTRLF program.

This loan provides $13,700,000.00 based on total eligible project costs of $14,792,000.00. Distribution of the funding provided in this loan will leave a remainder of $1,092,000.00 that BORROWER will be responsible for.

SPECIAL CONDITIONS

The DIRECTOR has authorized a portion of the total loan amount to be forgiven. The total principal forgiveness portion of the loan will not exceed $1,637,085.00. The principal forgiveness portion of the loan shall be disbursed in its entirety before the interest accruing portion of the loan.

The determination to allocate principal forgiveness is based on the following:

In agreement with the Programmatic Conditions of the corresponding U.S. Environmental Protection Agency (EPA) capitalization grant award to the DOH, the DIRECTOR has committed at least 20% of the capitalization grant award to provide forgiveness of principal to eligible borrowers.

Adhering to the selection criteria stated in the DWTRLF Intended Use Plan, the DIRECTOR has committed to allocate a portion of the forgiveness of principal funds to the subject loan.

The BORROWER agrees that the loan funds shall be used for those eligible Project costs stated in the Project Description section of the Agreement.

STANDARD CONDITIONS

Please see Attachment A.

LENDER:
Hawaii State Department of Health

BORROWER:
BOARD OF WATER SUPPLY
COUNTY OF KAUAI
Project No.: DW407-0003
Project Title: KILAUEA 1.0 MG TANK

ATTACHMENT A
LOAN AGREEMENT: STANDARD CONDITIONS

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14. RECORDS MAINTENANCE, RETENTION, AND ACCESS 6
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16. REPORTS 7
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1. **DEFINITIONS**. Unless the context in this Agreement indicates another meaning, the following terms shall have the following meaning:

   a. "Construction Cut-off Date" means the date the project is capable of initiating operations as determined by the DIRECTOR. The date determined by the DIRECTOR controls in case of conflict.
   b. "Debt Service" means the amount of money necessary to pay interest and principal, and loan fees on an outstanding debt in accordance with the required contributions to an amortization schedule loan.
   c. "Estimated Project Completion Date" means the estimated date of construction completion.
   d. "Payment" means the loan funds paid to the BORROWER based on the BORROWER's DWTRLF payment request.
   e. "Project" means the activities or tasks concerning a safe drinking water facility described in the application and financed pursuant to this Agreement.
   f. "Repayment" means the loan funds paid by the BORROWER to the DIRECTOR.
   g. "Safe Drinking Water Act" means the Federal Safe Drinking Water Act of 1974, Public Law (P.L.) 92-523, as amended, and codified at 42 U.S.C. §§ 300f-300j-26, and rules and regulations promulgated thereunder.
   h. "Semiannual" means occurring every 6 months.

2. **COMPLETION OF THE PROJECT**. The BORROWER shall proceed with and complete construction of the Project in accordance with Project plans and specifications approved by the DIRECTOR. The BORROWER shall maintain progress of the Project as specified in the Project Schedule as set forth in the Agreement. The Project Schedule may be revised due to unforeseen Project conditions.

3. **NOTIFICATION**. Whenever, under the terms of this Agreement, a notice, report, Payment, Repayment, or loan fee is required to be given by one party to another, such notice, report, Payment, Repayment, or loan fee shall be directed to the departments specified below, at the addresses given, unless a party gives notice in writing to the other party that another individual has been designated to receive such communications:

Safe Drinking Water Branch Chief
Hawaii State Department of Health
2385 Waimano Home Road, Suite 110
Uluakupu Building 4
Pearl City, Hawaii 96782-1400
Telephone: (808) 586-4258
Fax: (808) 586-4351
Email: sdwb@doh.hawaii.gov

Manager and Chief Engineer
Department of Water
County of Kauai
4398 Pua Loke Street
Lihue, Hawaii 96766
Telephone: (808) 245-5400
Fax: (808) 245-8628
Email: adminsupport@kauaiwater.org

4. **LOAN FEE**. The loan fee rate is on page 1 of the Agreement under the "Annual Loan Fee Rate," TERMS OF THE LOAN. During the construction period, loan fees will be charged up to the first 36 months of the loan.

   a. The BORROWER shall pay the DIRECTOR a Semiannual loan fee which shall be computed based on the outstanding principal balance. The Semiannual loan fee is calculated by multiplying the outstanding principal balance at the time the Semiannual Repayment is due by half of the loan fee rate on page 1 of the Agreement.
   b. Each loan fee shall be paid during the construction period and continue when the Semiannual Repayment is due, as specified in Subsections 8.a and 8.b of this Agreement. A 45-day grace period shall be allowed.
   c. The BORROWER shall pay the loan fee in conjunction with any interest and principal due by check or warrant, made payable to the STATE OF HAWAII, DIRECTOR OF THE DEPARTMENT OF HEALTH, and delivered to the address specified in Section 3.
   d. In the event circumstances prevent the BORROWER from complying with this Section, the DIRECTOR shall be entitled to collect late interest from the BORROWER on the amount of the loan fee at the effective rate of twelve per cent (12%) simple interest per year. Calculated late interest shall commence on the first day following the scheduled Repayment due date and ending on the date of the check or warrant issued by the BORROWER.

5. **PAYMENTS**. The loan amount shall be paid as follows:

   a. Funds from the loan amount shall be paid on a monthly basis to the BORROWER upon receipt of proper and acceptable Payment requests from the BORROWER.
   b. The BORROWER shall not request Payment for any Project cost until such cost has been incurred and is due and payable to Project contractors, although it is agreed that actual payment of such cost by the BORROWER is not required as a condition for submitting the Payment request.
   c. The BORROWER's Payment request shall be submitted to the DIRECTOR on a monthly basis and include the following:
      i. Copies of the invoices or claims, and costs summary sheet with signatures certifying the invoices from the construction management firm and the contractor as submitted to the BORROWER for Payment.
      ii. The BORROWER's estimate of per cent of completion of the Project to justify the progress Payment requested.
   d. Payment to the BORROWER's contractor(s) remains the responsibility of the BORROWER.
   e. The DIRECTOR's obligation to pay any sum to the BORROWER under any provision of this Agreement is contingent upon the availability of sufficient funds to permit the Payments provided for herein. In the event that sufficient funds do not become available for reasons beyond the reasonable control of the DIRECTOR, such as failure of the federal or state government to appropriate funds necessary for Payments of loan amounts, the DIRECTOR shall not be obligated to make any Payments to the BORROWER under this Agreement. If any Payments which are otherwise due to the BORROWER under this Agreement are deferred because of unavailability of sufficient funds, such Payments will promptly be made to the BORROWER when sufficient funds do become available.
   f. Payment shall be paid from DWTRLF Appropriation Account S-344-H.

6. **WITHHOLDING OF LOAN PAYMENTS**. The DIRECTOR may withhold all or any portion of the loan amount provided for by this Agreement in the event that:

a. The BORROWER has violated, or threatens to violate, any term, provision, condition, or commitment of this Agreement; or
b. The BORROWER fails to maintain progress toward completion of the Project in accordance with the Project Schedule; or
c. Any costs incurred after the Construction Cut-off Date shall be ineligible for DWTRLF loan funding.

7. INTEREST. The annual interest rate is on page 1 of the Agreement under the "Annual Interest Rate," TERMS OF THE LOAN. Interest begins to accrue from the date of the State issued warrant or check for each loan amount paid to the BORROWER.

8. REPAYMENT OF LOAN. The loan, including interest shall be repaid as follows:

a. Interest shall accrue and be computed on the outstanding principal balance during the construction period up to the first 36 months of the loan. The first Semiannual interest installment shall be due six (6) months after the date of this Agreement and continue Semiannually thereafter.
b. Repayment of principal, interest, and fees for this loan shall begin after the final loan disbursement; or no later than one (1) year after the Estimated Project Completion Date which is stated on page 1 of the Agreement under "Construction complete," TERMS OF THE LOAN; or three (3) years after the date of this Agreement, whichever is earlier. The outstanding principal balance shall be amortized and the principal, interest, and fees shall continue to be due and payable on the established Semiannual due dates.
c. The BORROWER shall repay the loan amount, together with all interest and fees accruing thereon, in 39 Semiannual installments. The actual Repayments will be based on Payments made to the BORROWER. The last Semiannual installment of principal, interest and fees shall be repaid to the DIRECTOR no later than 20 years after the start of principal Repayments or the useful life of the Project as determined by the DIRECTOR, whichever is earlier.
d. The BORROWER may, with prior notice to the DIRECTOR or the DIRECTOR's duly authorized representative, prepay the loan and such prepayment will be applied to the principal of the loan. The prepayment amount will not reduce the amount of the Semiannual Repayment. The term of the loan, however, will be reduced and a revised Loan Repayment Amortization and Fee Schedule will be sent to the BORROWER.
e. The BORROWER shall submit Repayments by check or warrant, made payable to the STATE OF HAWAII, DIRECTOR OF THE DEPARTMENT OF HEALTH, and delivered to the address specified in Section 3.

9. SECURITY AND DEFAULT.

a. The DIRECTOR shall not approve new loan applications from the BORROWER if any current loan is in default. A default is deemed to exist if Repayments or loan fees on current loans are not paid when due, if the BORROWER fails to fulfill its obligations under this Agreement, or if the BORROWER becomes financially insolvent.
b. In the event the BORROWER fails to remit the Semiannual Repayments or loan fees as established in the Loan Repayment Amortization and Fee Schedule, the DIRECTOR shall deliver by certified mail a written notice of such failure to the BORROWER. In the event the BORROWER fails to cure Repayment or loan fee delinquency within 30 days after the receipt of such notice, the DIRECTOR shall notify the Attorney General of the State of Hawaii of the default of the BORROWER.
c. As security for this Project loan, interest, and loan fee the BORROWER pledges either its full faith and credit OR its utility bond revenues, including its taxing power, for such payment and

performance in the manner described in the Loan Resolution or Ordinance attached hereto as Exhibit "A." This Agreement and the loan Payments made under it constitute a lien and charge on the revenues of the BORROWER as described in the Loan Resolution or Ordinance.

d. The BORROWER represents that it has exercised due regard for operation and maintenance expenses and the debt service requirements of any lien obligations and any other outstanding obligations pledging the net revenues of the BORROWER, and the BORROWER has not obligated itself to set aside and pay more for Semiannual Repayments and loan fees under this Agreement than in its judgment will be available over and above its operation and maintenance expenses, other debt service obligations, or other obligations.
e. In addition to all rights and remedies provided by the laws of the State of Hawaii, the BORROWER agrees, subject to the provisions of the Loan Resolution or Ordinance, that in the event the BORROWER defaults in Repayments or loan fee payments to be made payable to the DEPARTMENT OF HEALTH as required by this Agreement or defaults in the observance or performance of any other provisions of this Agreement, the DIRECTOR shall be entitled to an order or a writ of mandamus issued by a court of proper jurisdiction, compelling and requiring the BORROWER and its officers to observe and perform any covenant, condition, or obligation prescribed in this Agreement.
f. No delay or omission to exercise any right or power shall be construed to be a waiver of any such default or acquiescence thereof and every such right and power may be exercised from time to time and as often as may be deemed expedient. Subject to the provisions of the Loan Resolution or Ordinance, the specific remedy herein provided shall be cumulative of all other existing remedies and the specification of such remedy shall not be deemed to be exclusive.

10. PROJECT PROCUREMENT. The BORROWER shall:

a. Procure all architectural, engineering, and construction services in compliance with all applicable federal, state and local laws, ordinances, rules, regulations, permits, and approvals.
b. Contractors debarred, suspended, or voluntarily excluded from participating in federally assisted programs shall not be considered.
c. Award the prime construction contract for the Project no later than 90 days after receipt of the pre-award offer made by the BORROWER to the prime contractor. The BORROWER shall promptly submit a copy of the Notice to Proceed to the DIRECTOR.
d. Provide the DIRECTOR an executed copy of the contract between the BORROWER and contractor(s).

11. INSURANCE.

a. The BORROWER shall ensure that contractor(s) obtain and keep in force the following until the Construction Cut-off Date:
    i. Performance and payment bonds for the full amount of the contracts.
    ii. Insurance against customary risks during the period of construction.
    iii. Builder's risk or similar types of insurance in an amount equal to the full replacement cost of the Project, to the extent that such insurance is obtainable for the duration of the construction period against any one or more of such risks.
b. The BORROWER shall acquire and maintain any flood insurance made available to it under the National Flood Insurance Act of 1968, as amended, for the useful life of the Project. This condition shall not be applicable if the Project location is outside the boundaries of a special flood hazard area delineated on a Flood Hazard Boundary Map or Flood Insurance Rate Map which has been issued by the Federal Emergency Management Agency. This condition shall not be applicable if the total value of improvements insurable under the National Flood Insurance Act is less than $10,000.

c. As documentation of insurance coverage, the BORROWER shall submit to the DIRECTOR copies of the bonding and insurance certifications or policies.

12. **CONSTRUCTION ACTIVITIES**. The BORROWER shall promptly notify the DIRECTOR in writing of:

    a. Any proposed change in scope of the Project. No change will be undertaken until written notice of the proposed change has been provided to the DIRECTOR and the DIRECTOR has given written approval for such change.
    b. Any construction change order when the change will increase construction costs and will increase the loan amount. The BORROWER is responsible for additional costs that are ineligible for loan funding or when the loan funds are unavailable. If the change is not increasing the loan amount, Condition 12.b. is not applicable.
    c. Cessation of all major construction work on the Project where such cessation of work is expected or does extend for a period of 30 days or more.
    d. Any circumstance, combination of circumstances, or condition which is expected to or does delay completion of the Project for a period of 90 days or more beyond the Estimated Project Completion Date previously provided to the DIRECTOR.
    e. Completion of construction of the Project.

13. **ARCHEOLOGICAL AND HISTORICAL PRESERVATION**. Should the discovery of potential archaeological or historical resource occur during construction, all works in the area of the find will stop and the BORROWER shall be called in to evaluate the situation and make recommendations to the State Historic Preservation Officer, Department of Land and Natural Resources, State of Hawaii. Said Historic Preservation Officer shall determine what shall be necessary for construction to proceed.

14. **RECORDS MAINTENANCE, RETENTION, AND ACCESS**. The BORROWER shall maintain, retain, and allow access to the Project records in accordance with 2 C.F.R. § 200.333 and in the following manner:

    a. Establish an official file for the construction phase which shall document all significant actions regarding the Project.
    b. Establish accounts to record all amounts received and expended on the Project, including all loan funds received under this Agreement.
    c. Establish accounts to record all income received for the Project, specifically including any income attributable to loan amounts received under this Agreement.
    d. Establish an accounting system which will depict final total costs of the Project, including both direct and indirect costs. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP) as contained in "Codification of Governmental Accounting and Financial Reporting Standards" as published by Governmental Accounting Standards Board (GASB).
    e. Establish such accounts and maintain such records as may be necessary for the DIRECTOR to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.
    f. Allow the DIRECTOR, the Comptroller of the State of Hawaii, the federal granting agency, the Comptroller General of the United States, and any of their authorized representatives, the committees (and their staffs) of the Congress and Legislature of the State of Hawaii, and the Legislative Auditor of the State of Hawaii, to have the right of access to any book, document, paper, file, or other record of the BORROWER (and of any of its subcontractors) that is related to the performance of the provisions under this Agreement in order to conduct an audit or other

examination or to make excerpts and transcripts for the purpose of monitoring and evaluating the BORROWER's performance of the provisions and the BORROWER's program, management, and fiscal practices to assure the proper and effective expenditure of funds under this Agreement. The right of access shall not be limited to the required retention period but shall last as long as the records are retained.

g. The BORROWER shall retain all records related to the BORROWER's performance of the provisions under this Agreement for at least three (3) years after the date of submission of the BORROWER's final expenditure report, except that if any litigation, claim, negotiation, investigation, audit, or other action involving the records has been started before the expiration of the three-year period, the BORROWER shall retain the records until completion of the action and resolution of all issues that arise from it, or until the end of the regular three-year retention period, whichever occurs later.

h. Maintain Project accounts in accordance with GAAP as issued by GASB. The Project accounts are required to be GAAP compliant, including GAAP requirements relating to the reporting of infrastructure assets (GASB Statement No. 34 or the most recent applicable standard).

15. **PROJECT ACCESS**. The BORROWER shall ensure that the U.S. Environmental Protection Agency (EPA) and the DIRECTOR, or any authorized representative thereof, will have access to the Project site at all reasonable times during Project construction and thereafter for the useful life of the Project. Inspections may be unannounced.

16. **REPORTS**. The BORROWER shall submit to the DIRECTOR by December 31st of each year, an Annual Report of Debt Service and loan fees of the BORROWER and Project during the course of the loan Repayment period. These reports shall summarize all income and expenses (operating and non-operating) of the BORROWER and Project for the year and include any revisions to the projected income and expenses for the remainder of the loan Repayment period. The purpose of these reports is to update the DIRECTOR on the BORROWER's and Project's financial status.

17. **AUDITS**. The BORROWER shall conduct an annual audit performed by an independent auditor in accordance with Office of Management and Budget (OMB) 2 C.F.R. 200, Subpart F, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," and the Single Audit Act of 1984, PL 98-502, as amended (31 U.S.C. §§ 7501-6). Audits may be conducted in conjunction with the BORROWER's annual audit. The BORROWER shall deliver to the DIRECTOR the audit report annually.

18. **INDEPENDENT CONTRACTOR STATUS AND RESPONSIBILITIES**. In the performance of the provisions required under this Agreement, the BORROWER shall be an "independent contractor" with the authority and responsibility to control and direct the performance and details of the work required under this Agreement; however, the DIRECTOR shall have a general right to inspect work in progress to determine whether, in the DIRECTOR's opinion, the provisions are being performed by the BORROWER in accordance with the provisions of this Agreement. All persons hired or used by the BORROWER shall be the BORROWER's employees, agents, or subcontractors and the BORROWER shall ensure that such persons are qualified to engage in the activity in which they participate. The BORROWER shall be responsible for the accuracy, completeness, and adequacy of any and all work performed by the BORROWER's employees, agents, or subcontractors and shall ensure that all applicable licensing and operating requirements of the state, federal, and county governments and all applicable accreditation and other standards of quality generally accepted in the field of the BORROWER's activities are complied with and satisfactorily met. The mere participation in the performance of provisions under this Agreement shall not constitute nor be construed as employment with the State of Hawaii and shall not entitle the BORROWER or the BORROWER's employees, agents, or subcontractors to vacation, sick leave, retirement, worker's

compensation, or other benefits afforded state employees by statute. The BORROWER shall be responsible for payment of applicable income, social security, and any other federal, state, or county taxes and fees.

19. **DEFENSE AND INDEMNIFICATION**. The BORROWER shall defend, indemnify, and hold harmless to the extent permitted by law the State of Hawaii, the DIRECTOR, and their officers, employees, and agents from and against any and all actions, claims, suits, damages, and costs arising out of or resulting from the acts or omissions of the BORROWER or the BORROWER's officers, employees, agents, contractors, or subcontractors occurring during or in connection with the performance of the BORROWER's Activities under this Agreement.

20. **ASSIGNMENTS**. The BORROWER shall not assign any part or all of the provisions to be performed under this Agreement without the prior written consent and approval of the DIRECTOR. The DIRECTOR may condition any consent and approval upon such terms and provisions that the DIRECTOR may deem necessary. Furthermore, no assignment of claims for money due or to become due to the BORROWER under this Agreement shall be effective unless the assignment of such claims is first approved by the DIRECTOR and the Comptroller of the State of Hawaii.

21. **COMPLIANCE WITH LAWS, REGULATIONS, ETC**. The BORROWER shall:

    a. Comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements to include, but not be limited to, the "List of Federal Laws and Authorities (Federal 'Cross-Cutting' Authorities)" as identified in Exhibit "B" and made a part hereof. In particular, no person performing work under this Agreement, including any subcontractor, employee, or agent of the BORROWER, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.
    b. Conduct an environmental review of the Project that meets the requirements of the EPA's 40 C.F.R. § 35.3140(b) and the Hawaii Revised Statutes, Chapter 343.
    c. As applicable, comply with the Safe Drinking Water Act, § 1450(e) (42 U.S.C. 300j-9(e)), which requires that all laborers and mechanics employed by contractors and subcontractors involved in any construction project carried out in whole or in part with assistance made available by a DWTRLF loan shall be paid wages at rates not less than those prevailing for the same type of work on similar construction in the immediate locality, as determined by the Secretary of Labor in accordance with §§ 3141-3144, 3146, and 3147 of Title 40.
    d. Comply with the Safe Drinking Water Act §1452(a)(4), that includes an American Iron and Steel (AIS) requirement, such that all products made primarily of iron or steel must be produced in the Unites States unless:
        i. The BORROWER has requested and obtained a waiver from the EPA pertaining to the Project or
        ii. The DIRECTOR has otherwise advised the BORROWER in writing that the AIS requirement is not applicable to the Project.
    e. As applicable, comply with P.L. 117-58, the Infrastructure Investment and Jobs Act (IIJA) that includes the Build America, Buy America (BABA) requirement, such that all iron and steel, manufactured products, and construction materials used in the Project are produced in the United States unless:
        i. The BORROWER has requested and obtained a waiver from the EPA pertaining to the Project or
        ii. The DIRECTOR has otherwise advised the BORROWER in writing that the BABA requirement is not applicable to the Project.
    f. As applicable, comply with the Bipartisan Infrastructure Law (BIL) signage requirement described in the EPA Memorandum titled "Guidelines for Implementing the Bipartisan

Infrastructure Law Signage Term and Condition for the State Revolving Fund Programs" dated December 8, 2022, including its Attachment A, "Infrastructure Investment and Jobs Act (IIJA) Signage Required Term and Condition."

g. Comply with all record keeping and reporting requirements under the Safe Drinking Water Act, including any reports required by the EPA or the DIRECTOR such as performance indicators of program deliverables, information on costs and Project progress. The BORROWER understands that:
    i. Each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and
    ii. Failure to comply with the Safe Drinking Water Act and this Agreement may result in forfeiture of DWTRLF loan funding.

22. LOBBYING. No portion of this loan shall be used for lobbying or propaganda purposes as prohibited by 18 U.S.C.A. § 1913, or § 607(a) of P.L. 96-74, 93 Stat. 575 (Sept. 29, 1979).

23. WAIVERS OF VIOLATIONS. It is expressly understood and agreed that no waiver granted by the DIRECTOR on account of any violation of any promise, term, or condition of this Agreement shall constitute or be construed in any manner as a waiver of the promise, term, or condition or of the right to enforce the same as to any other or further violation.

It is further expressly understood and agreed that the failure of the DIRECTOR to insist upon the strict compliance with any term, provision, or condition of this Agreement shall not constitute or be deemed to constitute a waiver or relinquishment of the DIRECTOR's right to enforce the same in accordance with this Agreement.

24. DISPUTES. Any dispute arising out of this Agreement, which is not disposed of by mutual agreement within 30 calendar days of the date on which the dispute arises, shall, unless both the BORROWER and the DIRECTOR mutually agree to an arbitration, be decided by the DIRECTOR or his or her designated representative, who shall reduce the decision to writing and mail or otherwise furnish a copy of the decision to the BORROWER. The decision of the DIRECTOR, or his or her designated representative, or the agreed upon arbitrator(s), shall be final and conclusive. Pending final decision of such a dispute, the BORROWER shall proceed diligently with the performance of the provisions under this Agreement in accordance with the DIRECTOR's requests. The BORROWER shall pay for any DIRECTOR's expenses, including legal fees and collection fees, arising from nonpayment or late repayments of principal, interest, and loan fees of this Agreement, to the extent permitted by law.

25. AMENDMENTS AND MODIFICATIONS. Any modification, alteration, or change to this Agreement shall be made in writing by Supplemental Agreement or Contract Modification Form and executed by the parties.

26. TERMINATION OF AGREEMENT.

a. This Agreement may be terminated by the DIRECTOR upon written notice to the BORROWER during construction of the Project, or thereafter at any time prior to complete Repayment of principal, interest and payment of loan fees by the BORROWER, upon violation by the BORROWER of any material provision of this Agreement after such violation has been called to

the attention of the BORROWER and after failure of the BORROWER to bring itself into compliance with the provisions of this Agreement within a reasonable time.

b. In the event of such termination under Section 26.a, above, the BORROWER agrees, upon demand, to immediately repay to the DIRECTOR an amount equal to the current balance due on the loan, including accrued interest and loan fees.

27. SEVERABILITY. In the event that any provision of this Agreement is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Agreement.

28. EFFECTIVE AND TERMINATION DATES. The effective date of this Agreement is the date first above written. This Agreement remains in effect for the useful life of the Project, or until the date of the final loan repayment and loan fee payment are received, whichever period is longer, unless this Agreement is sooner terminated or extended.

Exhibit "A"
Loan Resolution or Ordinance

RESOLUTION NO. 26-03

A RESOLUTION APPROVING THE RECEIPT AND EXPENDITURE OF MONIES FOR:

DW407-0003, WKK-15 Kilauea 1.0 MG Tank for the Department of Water:

FUNDED BY THE DRINKING WATER STATE REVOLVING FUND (DWSRF); AND AUTHORIZING THE MANAGER AND CHIEF ENGINEER TO REDUCE, REPLACE, ALLOCATE, AND EXPEND UP TO $18,000,000.00 IN MONIES FOR SAID PROJECT, THE AMOUNT PROJECTED FOR FUTURE CONSTRUCTION, CONSTRUCTION MANAGEMENT, PLUS CHANGE ORDER AMENDMENTS, IN THE FORM OF A LOAN AGREEMENT OR GRANT BETWEEN THE STATE OF HAWAI'I (State) AND BOARD OF WATER SUPPLY, COUNTY OF KAUA'I (Board)

WHEREAS, the Board of Water Supply, County of Kaua'i (Board) desires to authorize the Manager and Chief Engineer, County of Kaua'i, to request and execute loan/grant applications and agreements with the State of Hawai'i (State) in order to receive funding from the Drinking Water State Revolving Fund (DWSRF) for the subject project to achieve and maintain compliance in accordance with the Federal Safe Drinking Water Act and its amendments, 42 USCA 300f et seq.; and

WHEREAS, Hawai'i Revised Statutes (HRS) Sections 340E-31 through 340E-41 establish a drinking water treatment revolving loan fund, also known as the DWSRF, for the purpose of protecting and improving drinking water quality by financing eligible projects consistent with applicable federal and state laws; and

WHEREAS, the State Department of Health may execute a loan and/or grant to the Board funded by the DWSRF for the project pursuant to HRS Sections 340E-34 through 340E-37; and

WHEREAS, the Department of Water, County of Kaua'i (DOW) anticipates encumbering or receiving up to $18,000,000.00 in DWSRF funds for the subject project; and

WHEREAS, under Article XVII of the Kaua'i County Charter, expressly and by implication, the Board is the governing body of the DOW and the Board warrants that it has the full authority to manage, control, and operate the DOW waterworks of the County of Kaua'i, and all DOW waterworks finances and property; and

WHEREAS, the Board and DOW also have broad authorities over County waterworks and facilities under the authorities granted to Counties and their Boards of Water Supply by HRS Sections 46-1.5 (19) and (23), and Chapter 54; and to the extent that such statutes are not superseded by the County Charter's provisions; and

WHEREAS, the Board, to the extent permitted by law, may request and consent to the pledge of revenues for the construction and acquiring of capital improvements, and the Board warrants that it has such authority for these Projects; and

WHEREAS, for the purpose of this Resolution, any loan/grant from the DWSRF shall constitute an obligation of the DOW; therefore,

RESOLUTION NO. 26-03

BE IT RESOLVED BY THE BOARD OF WATER SUPPLY COUNTY OF KAUA'I, STATE OF HAWAI'I:

1. That the Board Chair is authorized to enter into loan agreements with the State of Hawai'i for the project mentioned in paragraph 2 below, and

2. That the Manager and Chief Engineer of DOW is hereby authorized to reduce, replace, and/or allocate up to $18,000,000.00 in funds advanced by the DOW to undertake the project DW407-0003, WKK-15, Kilauea 1.0 MG Tank, in the form of a loan or grant agreement(s) between the State Department of Health and the Board, and is hereby authorized to execute any and all documents necessary to effectuate such loan and/or grant agreement(s); and

3. That the receipt and expenditure of loan and/or grant monies from the DWSRF for the CIP project is hereby approved; and

4. That any monies received as a loan and/or grant be used to reduce or replace funds advanced by the DOW to undertake the eligible CIP project; and

5. That the monies received as a loan and the resulting debt service be included as a part of DOW debt service with annual payments budgeted according to the debt service schedule to be provided by the State; and

6. That the funds borrowed by the DOW are to be held to the same accounting standards as funds borrowed through the issuance of bonds; and

7. That the Board and DOW further pledge sufficient DOW revenue as to provide security for repayment of the loan, plus interest and loan fees, pursuant to the loan agreement; and

8. That the Board and DOW pledge it shall exercise their revenue bond, revenue, assessment, and other authority as needed, to the extent allowed by law, to pay the semiannual repayments and any loan fees under this agreement. As needed, the Board and DOW shall establish, increase, and collect such fees, assessments, and revenues and make such adjustments to raise funds sufficient to repay the loan and pay any loan fees under this agreement, as permitted by law; and

BE IT FURTHER RESOLVED that this Resolution shall take effect upon the adoption thereof, and that the Secretary be directed to provide certified copies of this Resolution to the Manager and Chief Engineer of the DOW, Controller of DOW, Mayor of the County of Kaua'i, and the Director of the State Department of Health.

APPROVED AS TO FORM AND LEGALITY:

Laura M. Essenberg
Laura M. Essenberg (Dec 31, 2025 11:11:14 HST)

Laura M. Essenberg
Deputy County Attorney,
County of Kaua'i

BOARD OF WATER SUPPLY

Julie Simonton

Julie Simonton, Chair
4398 Pua Loke Street
Līhu'e, Hawai'i 96766

RESOLUTION NO.	26-03

CERTIFICATION OF ADOPTION

RESOLUTION APPROVING THE RECEIPT AND EXPENDITURE OF MONIES FOR: DW407-0003, WKK-15 Kilauea 1.0 MG Tank for the Department of Water: FUNDED BY THE DRINKING WATER STATE REVOLVING FUND (DWSRF); AND AUTHORIZING THE MANAGER AND CHIEF ENGINEER TO REDUCE, REPLACE, ALLOCATE, AND EXPEND UP TO $18,000,000.00 IN MONIES FOR SAID PROJECT, THE AMOUNT PROJECTED FOR FUTURE CONSTRUCTION, CONSTRUCTION MANAGEMENT, PLUS CHANGE ORDER AMENDMENTS, IN THE FORM OF A LOAN AGREEMENT OR GRANT BETWEEN THE STATE OF HAWAI'I (State) AND BOARD OF WATER SUPPLY, COUNTY OF KAUA'I (Board)

It is hereby certified that the foregoing resolution was adopted by the Kaua'i County Board of Water Supply, State of Hawai'i, at its meeting held December 18, 2025, by the following vote:

APPROVED:	Julie Simonton, Tom Shigemoto, Micah Finnila, Clyde Kodani Eric Fujikawa, Troy Tanigawa	Total:	6
DISAPPROVED:		Total:	0
ABSENT:	Ka'aina Hull	Total:	1
		TOTAL:	7

CERTIFICATION

The undersigned hereby certifies that the foregoing Resolution is a true and correct copy of Resolution No. 26-03, adopted at the meeting of the Kaua'i Board of Water Supply, duly held on the 18th day of December, 2025

Joseph E. Tait
Manager & Chief Engineer

Exhibit "B"
List of Federal Laws and Authorities
(FEDERAL "CROSS-CUTTING" AUTHORITIES)

Federal Law in effect when the Agreement is signed shall apply. References below from years of publication and page numbers may have been superseded.

ENVIRONMENTAL:

- ARCHEOLOGICAL AND HISTORIC PRESERVATION ACT OF 1974, 16 U.S.C.A. §§ 469a-1
- BALD AND GOLDEN EAGLE PROTECTION ACT, 16 U.S.C.A. §§ 668-668c
- CLEAN AIR ACT, 42 U.S.C.A. § 7506(c)
- COASTAL BARRIER RESOURCES ACT, 16 U.S.C.A. §§ 3501-3510
- COASTAL ZONE MANAGEMENT ACT OF 1972, 16 U.S.C.A. §§ 1451-1464
- ENDANGERED SPECIES ACT 16 U.S.C.A. §§ 1531-1543
- ENVIRONMENTAL JUSTICE, EXECUTIVE ORDER 12898
- FARMLAND PROTECTION POLICY ACT, 7 U.S.C.A. §§ 4201-4209
- FISH AND WILDLIFE COORDINATION ACT, 16 U.S.C.A. §§ 661-664
- FLOODPLAIN MANAGEMENT, EXECUTIVE ORDER 11988, as amended by EXECUTIVE ORDERS 12148 and 13690
- MAGNUSON-STEVENS FISHERY CONSERVATION AND MANAGEMENT ACT, 16 U.S.C.A. sec. 1801 et seq.
- MARINE MAMMAL PROTECTION ACT, 16 U.S.C.A. § 1361 et seq.
- MIGRATORY BIRD TREATY ACT, 16 U.S.C.A. § 703 et seq.
- NATIONAL HISTORIC PRESERVATION ACT OF 1966, 54 U.S.C.A. § 300101 et seq.
- PROTECTION OF WETLANDS, EXECUTIVE ORDER 11990, as amended by EXECUTIVE ORDER 12608
- RIVERS AND HARBORS ACT, 33 U.S.C.A. § 403
- SAFE DRINKING WATER ACT, 42 U.S.C.A. §§ 300f-300j-9
- WILD AND SCENIC RIVERS ACT, 16 U.S.C.A. § 1271 et. seq.

ECONOMIC:

- ADMINISTRATION OF THE CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT WITH RESPECT TO FEDERAL CONTRACTS, GRANTS, OR LOANS, EXECUTIVE ORDER 11738, 3 C.F.R. 799 (1971-1975), reprinted in 42 U.S.C.A. § 7606, ann. at 693-694

- DEMONSTRATION CITIES AND METROPOLITAN DEVELOPMENT ACT OF 1966, 42 U.S.C.A. §§ 3311-3339, 3371, and 3374

- FEDERAL PROCUREMENT, CLEAN AIR ACT, § 306, 42 U.S.C.A. § 7606

- FEDERAL PROCUREMENT, CLEAN WATER ACT, § 508, 33 U.S.C.A. § 1368

- PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT, 2 C.F.R. Part 200.216

SOCIAL LEGISLATION:

- AGE DISCRIMINATION ACT, 42 U.S.C.A §§ 6101-6107

- CIVIL RIGHTS ACT OF 1964, 42 U.S.C.A. §§ 2000a-2000h-6

- DEPARTMENT OF VETERANS AFFAIRS AND HOUSING AND URBAN DEVELOPMENT, AND INDEPENDENT AGENCIES APPROPRIATIONS ACT, 1993 Public Law 102-389

- EQUAL EMPLOYMENT OPPORTUNITY, EXECUTIVE ORDER 11246, 3 C.F.R. 339 (1964-1965), reprinted in 42 U.S.C.A. § 2000(e), ann. at 19-24

- MINORITY BUSINESS ENTERPRISE DEVELOPMENT, EXECUTIVE ORDER 12432, 3 C.F.R. 198 (1984), reprinted in 15 U.S.C.A. § 637, ann. at 155

- NATIONAL PROGRAM FOR MINORITY BUSINESS ENTERPRISE, EXECUTIVE ORDER 11625, 3 C.F.R. 616 (1971-1975), reprinted in 15 U.S.C.A. § 631, ann. at 175-177

- NATIONAL WOMEN'S BUSINESS ENTERPRISE POLICY AND NATIONAL PROGRAM FOR WOMEN'S BUSINESS ENTERPRISE, EXECUTIVE ORDER 12138, 3 C.F.R. 393 (1980), reprinted in 15 U.S.C.A. § 631, ann. at 60-62

- SMALL BUSINESS ADMINISTRATION REAUTHORIZATION AND AMENDMENT ACT OF 1988, 15 U.S.C.A. § 697c

- REHABILITATION ACT OF 1973, 29 U.S.C.A. § 794

- DISADVANTAGED BUSINESS ENTERPRISE RULE, 2008, 40 C.F.R. Part 33

MISCELLANEOUS AUTHORITY:

- DEBARMENT AND SUSPENSION, EXECUTIVE ORDER 12549, 3 C.F.R. 189 (1987), reprinted in 31 U.S.C.A. § 6101, ann. at 96

- PRESERVATION OF OPEN COMPETITION AND GOVERNMENT NEUTRALITY TOWARDS CONTRACTOR'S LABOR RELATIONS ON FEDERAL AND FEDERALLY FUNDED CONSTRUCTION PROJECTS - EXECUTIVE ORDER NO. 13202 (2001), AS AMENDED BY EXECUTIVE ORDER NO. 13208 (2001)

- UNIFORM RELOCATION AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970, 42 U.S.C.A. §§ 4601-4655

DEPARTMENT OF WATER

County of Kaua'i

"Water has no Substitute – Conserve It!"

MANAGER'S REPORT No. 27-13

November 19, 2026

Re: Discussion and Possible Action on the Joint Funding Agreement (JFA) with U.S. Geological Survey (USGS) for the Period of October 1, 2026 to September 30, 2027

RECOMMENDATION:

It is recommended that the Board approve the JFA to continue the Department of Water's (DOW's) cooperative groundwater and surface water monitoring program at selected sites for the period of October 1, 2026 to September 30, 2027.

FUNDING:

Account No.	10-20-10-540-010				
Acct Description	WU/Eng/Admin/Professional Services				
Funds Available	*Verified by WWC*			$	Fiscal to verify
Contract No.	N/A				
Vendor	USGS				
	Contract Amount	$	$77,630.00		
	5% Contingency	$	N/A		
	Total Funds Certified To Date	$			
Amendment:					
Description		$	N/A		
	Total Amendment	$	N/A		
Contract Amount To Date		$	$77,630.00		
Fund Balance				$	Fiscal to verify

BACKGROUND:

DOW continues to use the services of the USGS through the JFA cooperative groundwater and surface water monitoring program. The purpose of the monitoring programs are to collect data needed to evaluate the status and trends of water levels in selected wells, streamflow, and rainfall at selected sites on Kaua'i. Data is collected by USGS in accordance with well-documented techniques and quality-assurance procedures.

OPTIONS:

Option 1: **Approve the Manager's Report as recommended.**

Pro: Continue the cooperative groundwater and surface water monitoring program with the USGS.

Con: The cooperative groundwater and surface water monitoring program requires funding.

Option 2: **Do Not Approve the Manager's Report as recommended.**

Pro: This will reduce our expenses since the cooperative groundwater and surface water monitoring program requires funding.

Con: We will discontinue the cooperative groundwater and surface water monitoring program with the USGS, which provides useful information.

JK/crz

Attachment(s): USGS Joint Funding Agreement for Water Resource Investigation Oct. 1, 2026 to Sept. 30, 2027

United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Pacific Islands Water Science Center
1845 Wasp Blvd, Bld 176
Honolulu, HI 96818

August 12, 2026

Joseph Tait
Manager and Chief Engineer
Department of Water, County of Kauai
4398 Pua Loke Street
Lihue, HI 96766

Dear Joseph Tait:

Subject: Joint Funding Agreement to continue our cooperative water-resources monitoring program with Kauai Department of Water at selected sites on the island of Kauai during the period October 1, 2026, to September 30, 2027.

Enclosed is our standard joint-funding agreement 27ZHJFA00010 between the U.S. Geological Survey (USGS) Pacific Islands Water Science Center and the County of Kauai Department of Water (KDOW) to continue our cooperative water-resources monitoring program at selected sites on the island of Kauai during the period October 1, 2026 through September 30, 2027 in the amount of $77,630 from your agency. U.S. Geological Survey contributions for this agreement are $9,200 for a combined total of $86,830. Please sign and return one fully-executed original to Sharbra Gordon-Scott at gs-w-hi-piwsc_agreements@usgs.gov.

The purpose of the water-resources monitoring program is to collect data necessary to assess current conditions and long-term trends in groundwater levels, streamflow, and rainfall at selected sites across the island of Kauai. Data are collected by the USGS in accordance with well-documented techniques and quality-assurance procedures. Data are stored in the USGS Water Data for the Nation database and are publicly available at https://waterdata.usgs.gov/.

The number and type of monitoring stations are periodically adjusted to meet current priorities and available funding. A complete list of monitoring stations and associated costs for the period October 1, 2026 to September 30, 2027 (Federal Fiscal Year 2027) is attached to the JFA.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **October 1, 2026**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Christopher Laveau at (701) 213-8694 or email cdlaveau@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Sharbra Gordon-Scott at phone number (253) 552-1698 or gs-w-hi-piwsc_agreements@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

SCOTT VANDERKOOI
Digitally signed by SCOTT VANDERKOOI
Date: 2026.08.13 08:08:52 -07'00'

Scott VanderKooi
Acting Center Director

Enclosure
27ZHJFA00010

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001186
Agreement #: 27ZHJFA00010
Project #: ZH00GSN
TIN #: 99-6000658

Fixed Cost Agreement YES[X] NO[ ]

THIS AGREEMENT is entered into as of **October 1, 2026**, by the U.S. GEOLOGICAL SURVEY, Pacific Islands Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Department of Water, County of Kauai party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for negotiated deliverables (see attached), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of $0.00

(a) **$9,200** by the party of the first part during the period **October 1, 2026 to September 30, 2027**

(b) **$77,630** by the party of the second part during the period **October 1, 2026 to September 30, 2027**

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: $0

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (https://www.usgs.gov/office-of-science-quality-and-integrity/fundamental-science-practices).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001186
Agreement #: 27ZHJFA00010
Project #: ZH00GSN
TIN #: 99-6000658

9. Billing for this agreement will be rendered **quarterly**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name:	Christopher Laveau Supervisory Hydrologist
Address:	934 Broadway Suite 300 Tacoma, WA 98402
Telephone:	(701) 213-8694
Fax:	(n/a)
Email:	cdlaveau@usgs.gov

Customer Technical Point of Contact

Name:	Joseph Tait Manager and Chief Engineer
Address:	4398 Pua Loke Street Lihue, HI 96766
Telephone:	(808) 245-5403
Fax:	(n/a)
Email:	jtait@kauaiwater.org

USGS Billing Point of Contact

Name:	Sharbra Gordon-Scott Budget Analyst
Address:	934 Broadway Suite 300 Tacoma, WA 98402
Telephone:	(253) 552-1698
Fax:	(253) 552-1581
Email:	sgordon-scott@usgs.gov

Customer Billing Point of Contact

Name:	Renee Yadao Waterworks Controller
Address:	4398 Pua Loke Street Lihue, HI 96766
Telephone:	(808) 245-5422
Fax:	(n/a)
Email:	ryadao@kauaiwater.org

U.S. Geological Survey
United States
Department of Interior

Signature

By SCOTT VANDERKOOI Digitally signed by SCOTT VANDERKOOI Date: 2026.08.13 08:09:51 -07'00' **Date:** 8/13/2026

Name: Scott VanderKooi

Title: Acting Center Director

Department of Water, County of Kauai

Signatures

By_____ **Date:** _____

Name: Joseph Tait

Title: Manager and Chief Engineer

Approved as to form and legality:

By_____ **Date:** _____

Name: Laura Essenberg

Title: Deputy County Attorney

By_____ **Date:** _____

Name:

Title:

Department of Water, County of Kauai

Attachment for 27ZHJFA00010
2026-10-01 to 2027-09-30

SURFACE WATER

SITE Collection Description	FUNDS USGS	 COOP	 TOTAL
16057900 Waiahi Str US Upper Powerhouse, Kauai, HI			
Full Range Streamflow Station	$5,000	$23,580	**$28,580**
16060000 SF Wailua River nr Lihue, Kauai, HI			
Full Range Streamflow Station	$3,000	$15,870	**$18,870**
Total:	**$8,000**	**$39,450**	**$47,450**

CLIMATE

SITE Collection Description	FUNDS USGS	 COOP	 TOTAL
220122159275401 10545.0 Waiahi RG at alt. 815 ft., Kauai, HI			
Precipitation, Continuous	$1,200	$6,620	**$7,820**
Total:	**$1,200**	**$6,620**	**$7,820**

GROUND WATER

SITE Collection Description	FUNDS USGS	 COOP	 TOTAL
215411159254201 2-5425-15 Koloa F, Kauai, HI			
Groundwater Level, Measurement		$2,630	**$2,630**
215522159342601 2-5534-03 Hanapepe Town, Kauai, HI			
Groundwater Level, Measurement		$2,630	**$2,630**
215630159265101 2-5626-01 Puakukui Springs, Kauai, HI			
Groundwater Level, Measurement		$2,630	**$2,630**
215803159401201 2-5840-01 Waimea W-A, Kauai, HI			
Groundwater Level, Measurement		$2,630	**$2,630**
215857159430101 2-5843-01 Kekaha Shaft (S12), Kauai, HI			
Groundwater Level, Measurement		$2,630	**$2,630**
215901159235301 2-5923-01 Kilohana W-A, Kauai, HI			
Groundwater Level, Measurement		$2,630	**$2,630**
215950159231601 2-5923-08 Hanamaulu Mon. Well, Kauai, HI			
Groundwater Level, Measurement		$2,630	**$2,630**
215958159214301 2-5921-01 Kalepa Ridge W-10, Kauai, HI			
Groundwater Level, Measurement		$2,630	**$2,630**
220354159205602 2-0320-03 Nonou W-B, Kauai, HI			
Groundwater Level, Measurement		$2,630	**$2,630**
220825159185301 2-0818-03 Anahola C, Kauai, HI			
Groundwater Level, Measurement		$2,630	**$2,630**
221247159324801 2-1232-01 Wainiha W-1, Kauai, HI			
Groundwater Level, Measurement		$2,630	**$2,630**
221318159335901 2-1333-01 Haena W-66, Kauai, HI			
Groundwater Level, Measurement		$2,630	**$2,630**
Total:		**$31,560**	**$31,560**
GRAND TOTAL:	**$9,200**	**$77,630**	**$86,830**

Performance Appraisal Form
DOW Manager & Chief Engineer

First & Last Name: __Joseph Tait_____

Current evaluation period _____July 1, 2025 to June 30, 2026_____

Date evaluation completed __11/02/2026_____ Date of Board action ___11/19/2026_____

Section 1: Achievement of goals from last review period *(type in the agreed-upon goals decided during the last review period):*

1. Finalize Fiscal Division restructuring w/policy & procedural changes
2. Provide Board a streamlined budget process and improved format
3. Bring to conclusion long-standing litigations & investigations
4. Finalize IT Strategic Plan (Hardware, software integration, security)
5. Reduce DOW vacancies to 10%
6. Implement long-needed DOW Programs to include:
    a. Meter Replacement Program
    b. Fleet Management Program
    c. Water Orientation and Educational Program
    d. Pipeline Replacement (inc. water loss) Program
7. Replace DOW website
8. Establish DOW Staffing plan w/projections over a five-year period
9. Establish Facility Improvement/Asset Management Plan
10. Establish/Update DOW Human Resources Processes and practices

Section 2: Performance on key responsibilities of the job description: *Use ratings: EE (Exceeds Expectations), ME (Meets Expectations), NI (Needs Improvement). When using NI, please give specific example(s) below the goal statement.*

Performance appraisal ratings

- **Exceeds expectations** – The individual is making an exceptional, significant contribution to DOW. This person constantly accepts responsibilities beyond those of the job held and continuously exceeds expectations regarding completion of work assignments. There are few areas regarding performance of job responsibilities in which she could improve.

- **Meets expectations** – The individual is a steady, consistent, dependable performer and carries out duties in a fully responsible and effective manner. Meets and occasionally exceeds expectations regarding job responsibilities and completion of work assignments. Even though present performance is acceptable, there may be areas regarding performance of job responsibilities in which the person should improve.

- **Needs improvement** – The individual falls below standards or expectations. It is expected that with the appropriate improvement plan, performance will reach a fully satisfactory level within a specified time period.

Responsibility	***Rating***
Mission, policy, planning	
1. Helps Board monitor and evaluate organization's relevancy, effectiveness, and results. Example(s):	EE
2. Keeps Board fully informed re: organization's condition and all important factors influencing it. Example(s):	EE
3. Assures that appropriate policies are in place to guide the organization's work in all areas. Example(s):	ME
Management, administration	
4. Provides oversight of all DOW activities, manages day-to-day operations, and assures a smoothly functioning, efficient organization.	EE
5. Assures DOW quality and organizational stability through development and implementation of standards and controls, systems and procedures, and regular evaluation. Example(s):	ME
6. Assures a work environment that recruits, retains, and supports quality staff. Example(s):	EE
7. Assures process for selecting, development, motivating, and evaluating staff. Example(s):	ME

Responsibility	
8. Recruits personnel, negotiates professional contracts, and assures development and maintenance of appropriate salary structures. Example(s):	ME

Governance	
9. Work effectively with Board, its officers and committees to define their roles and responsibilities; helps evaluate their performance regularly. Example(s):	ME
10. Works with Board Chair to enable Board to fulfill its governance functions and manages Boards's due diligence process to ensure timely attention to core issues. Example(s):	EE
11. Frames significant questions and complex issues in ways that facilitate Board dialogue and action. Example(s):	ME
12. Recommends Board and its committees. Example(s):	ME
Finance	
13. Oversees the fiscal activities of the organization, assures adequate controls. Example(s):	EE

14. With Board, ensures financing to support goals, including effective fund development program. Example(s):	EE
Relationship building	
15. Identifies the key relationships necessary to support an effective organization and assures proper planning, relationship building and communications to develop and maintain these. Example(s):	EE
16. Facilitates the integration of the organization into the community by assuring the use of effective marketing and communications activities. Example(s):	ME

17. Acts as an advocate, within the public and private sectors, for issues relevant to DOW, its services, and constituencies. Example(s):	EE
18. Listens to s stakeholders in order to improve services. Example(s):	EE
19. Works with legislators and regulatory agencies to promote legislative and regulatory policies that promotes the DOW's policies and priorities. Example(s):	EE
Leadership	

20. Demonstrates initiative and creativity in identifying and addressing strategic issues facing the organization. Example(s):	EE
21. Effectively manages continuity, change and transition. Example(s):	ME
22. Sets and achieves clear and measurable goals and reasonable deadlines. Example(s):	ME
23. Deals effectively with demanding situations and designs and implements effective interventions. Example(s):	EE
24. Consistently displays integrity and models the organization's values. Example(s):	EE

Section 3: Goals for the next review period:

___ Check if none.

Goal 1:	Implementation of CIP priorities.
Goal 2:	Establish and resolve the FRC rates for future projects
Goal 3:	Fullfill staffing positions for all divisions

Section 4: Performance improvement plan: *Outline any areas where the Manager & Chief Engineer needs improvement to reach higher levels of performance.*

___ Check if none.

Needs Improvement:	Impress upon staff and CA the importance of customer service and need to expedite permit and other approval processes

Needs Improvement:	
Needs Improvement:	

Section 5: Development plan: *Outline training / development that will enhance Manager & Chief Engineers contribution to the organization. Also specify areas of support and action that the Board can do to help the Manager & Chief Engineer.*

___ Check if none.

Training/Development:	Training and development are not necessary! If board intervention is necessary, he should seek support for any or all board members.
Training/Development:	
Training/Development:	

Overall performance rating:

_X_ Exceeds Expectations ____ Meets Expectations ____ Needs Improvement

Comments for Manager & Chief Engineer for this evaluation period:

In my opinion Joe has done an excellent job in managing the DOW despite the lack of experienced and available staffing. He has shown his ability to work through the difficult process with the County HR, as indicated by the vacant positions slowly being filled. He has also shown his keen ability to amicably work with our county administration and legislators to better the DOW.

As the board chair, I am delighted to work with such a compassionate and committed manager, who cares deeply about his employees and more importantly the members of the general public.

True, there are areas of public service that can improve, however, oftentimes there are forces that work against him accomplishing these goals, but it's definitely not due to his desires and dedication.

Action and approvals

APPROVED:
BOARD OF WATER SUPPLY, COUNTY OF KAUA‘I

Tom H. Shigemoto, Chair

Dated:

Manager & Chief Engineer signature and meeting date: _____

Please write any comments from Manager & Chief Engineer on the other side of these pages.

MCE 2027 Goals & Objectives

Fiscal –	Achieve Clean Financial Audit.
	Update Division KPI's in preparation for ERP.
	Implement Credit Card customer payment system.
	Provide guidance to ERP Integration/Implementation Team.
	Work with MCE to complete Division SOP Updates.
Engineering -	Update Division KPI's to reflect staff/contractor project work ratios, report on task, permit, and project turnaround times.
	Complete 2027 planning & scheduling efforts of WSIP projects.
	Establish Training Program leading to licensure of non-PE staff.
	Provide In-depth, Quarterly Board Report.
	Revise professional services solicitation and selection process.
Operations -	Update Division KIP's including # of responses, types, during work vs. after-hour callouts, etc.
	Complete Reorganization with vacant positions filled.
	Provide In-depth, Quarterly Board Report.
	Replace older fleet vehicles & equipment.
	Demo former Administration building.
	Create and staff new Preventive Maintenance Section.
Administration –	Correct IT deficiencies from previous 2025 Audit.
	Continue to expand technology upgrades Department-wide.
	Secure appropriate technology tools for all employees by need.
	Achieve DOW Vacancy Rate at 10%.
	Strive for no grievances or claims – DOW.
	Strive for zero lost time injuries – DOW.
	Continue Laboratory upgrades.
	Complete population of DOW documents repository.

Special Project Status-

Waiahi SWTP & Kapaia Pipeline EIS – In Process (Two public meetings last week)

Enterprise Resources Project (ERP) – Initiated Nov. 5 (Administratively)

Meter Replacement Program - Near complete (98%)

Complete Rates & Charges phase of DOW Revenue Plan.

Water Master Planning - Historical need to identify hard & consistent water availability and update evaluation process - initiated.

Lead/Copper rule inspections – Nearly complete w/reporting underway.

Department-wide Technology Replacement, inc. Field sites - Underway and accelerated prior to and post Hurricane Lowell.

Public Awareness – Continue to enhance our customer's awareness of our activities and what we do besides fixing breaks and installing meters – 30+ public meetings of various subject matters.

Island Partnerships - Improve our standing with our island partners (PMRF, KIUC, HDOT, KSBA), private water systems, formal community groups, etc.

Joseph E. Tait
Manager & Chief Engineer

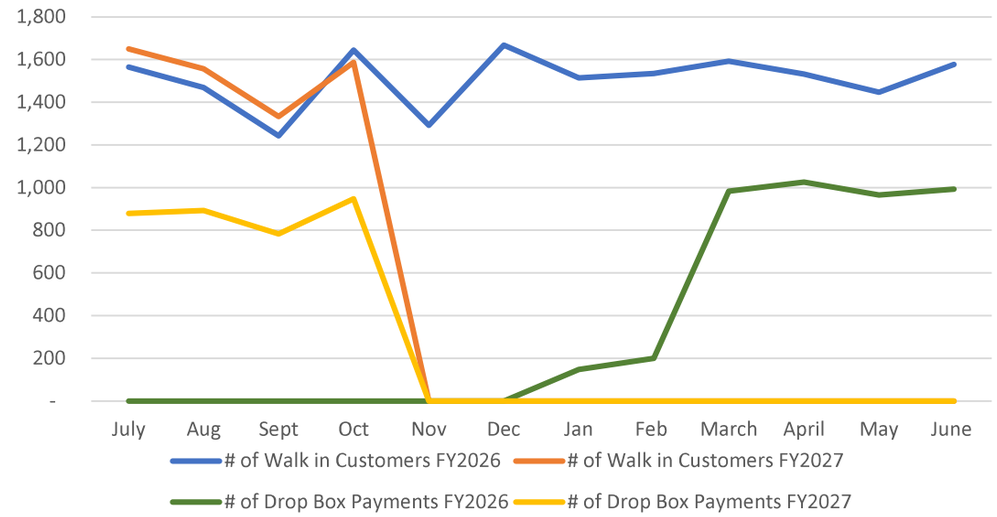
11/19/2026
Date

***Included Annually

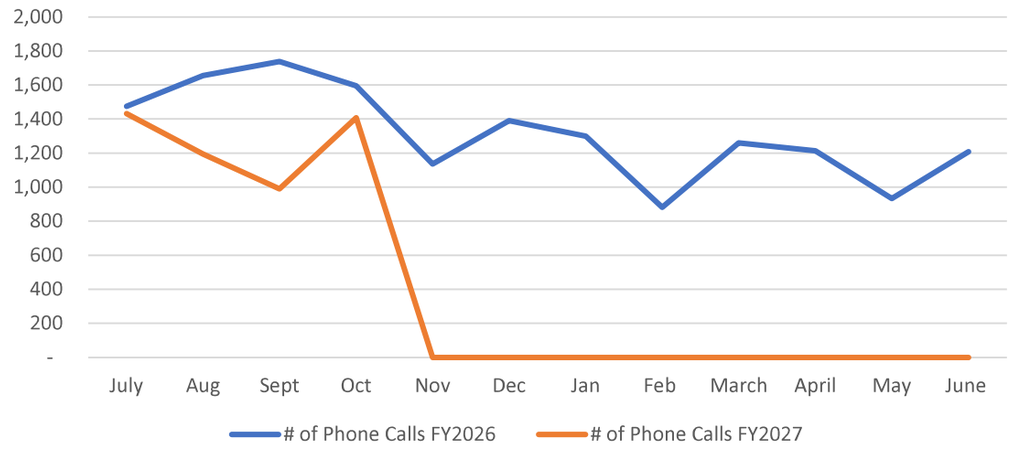
Staff Reports

FISCAL DIVISION DASHBOARD

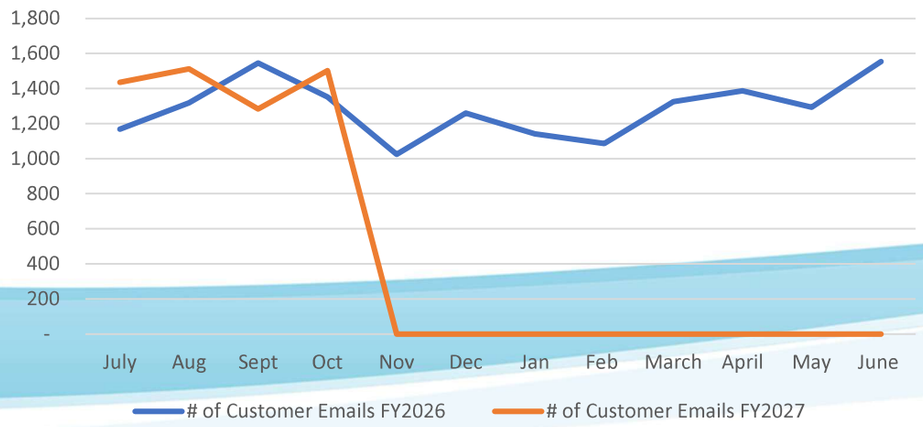
of Walk in Customers & Drop Box Payments



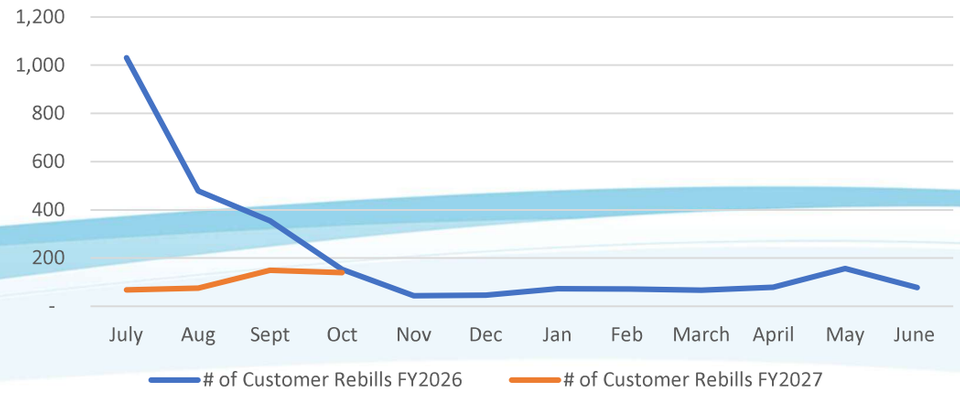
of Customer Service Calls



of Customer Emails and Correspondence

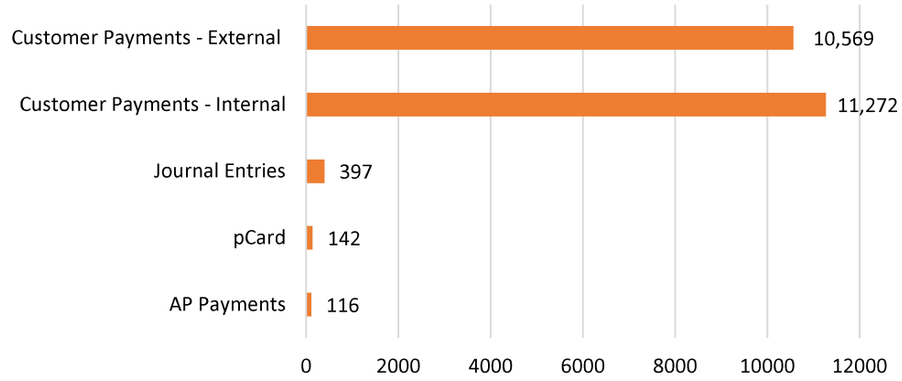


of Customer Rebills



FISCAL DIVISION DASHBOARD

Accounting Highlights

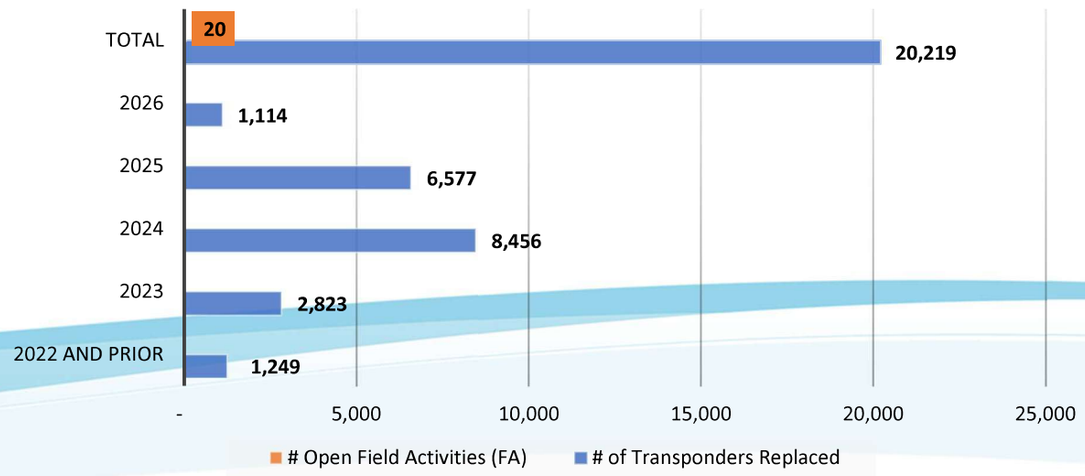


Monthly Transactional Volume processed and reconciled by the Accounting Team.

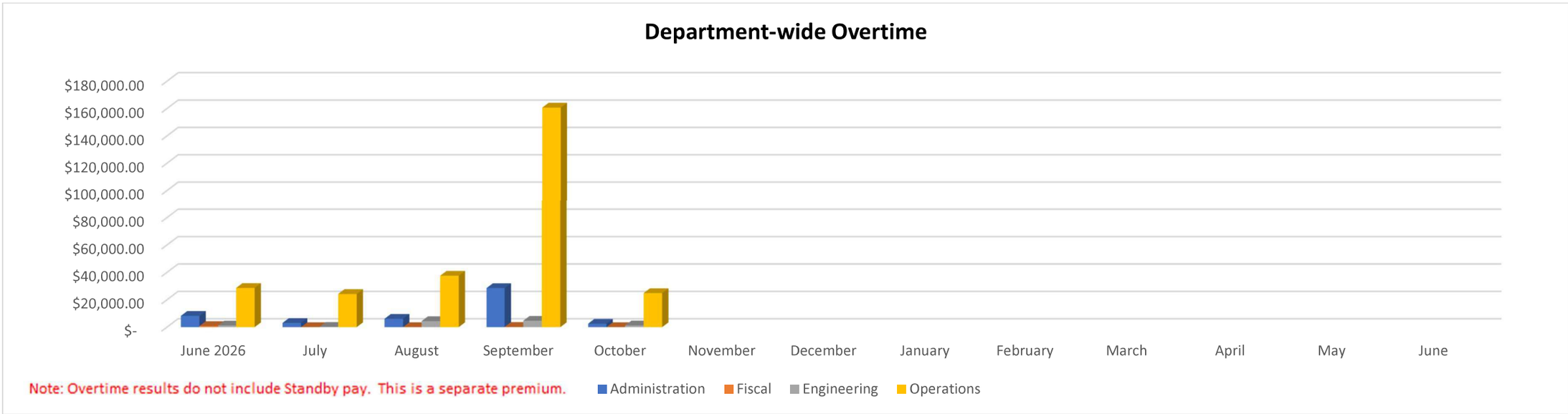
Transponder Replacement Highlights:

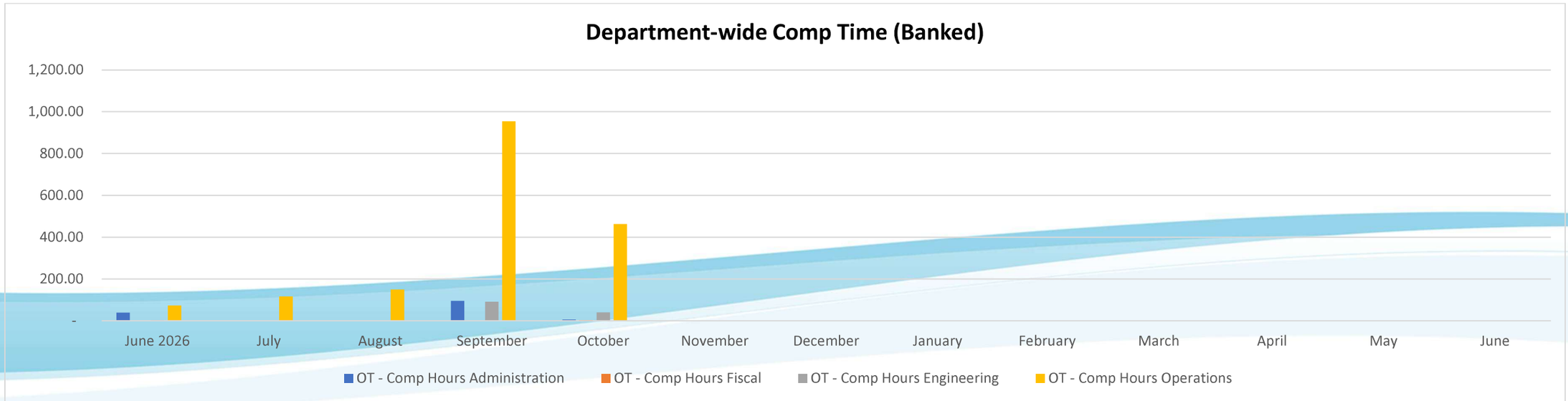
- 109 Transponders Replaced in October 2026.
- 88% Replaced to date.
- <1>% Failed; awaiting replacement.
- 12% Active; expected to fail soon.

Transponder Replacement Progress (Calendar Year)



OVERTIME, COMP TIME DASHBOARD





Department Of Water Budget Report for October, 2026

	October 2026			Fiscal Year 2027			
	Budget	Actual	Variance	YTD Budget	YDT Actual	Variance	Variance %
Operating							
Revenue	$ 3,270,039.00	$ 2,334,616.22	$ (935,422.78)	$ 13,080,156.00	$ 11,205,629.79	$ (1,874,526.21)	(14.3.%)
Expenses							
Labor *	$ 1,381,526.00	$ 1,275,559.32	$ 105,966.68	$ 5,526,104.00	$ 5,274,397.45	$ 251,706.55	4.6.%
Services	1,411,513.00	784,673.40	626,839.60	5,646,052.00	2,114,089.21	3,531,962.79	62.6.%
Utilities & Materials	770,524.00	$404,073.88	366,450.12	3,082,096.00	1,936,394.39	1,145,701.61	37.2.%
Total Operating Expenses	$ 3,563,563.00	$ 2,464,306.60	$ 1,099,256.40	$ 14,254,252.00	$ 9,324,881.05	$ 4,929,370.95	34.6.%
Debt Service Principal & Interest	$ 282,264.00	$ -	$ 282,264.00	$ 4,933,322.00	$ 4,944,383.56	$ (11,061.56)	(0.2.%)
Operating and Debt Expenses	$ 3,845,827.00	$ 2,464,306.60	$ 1,381,520.40	$ 19,187,574.00	$ 14,269,264.61	$ 4,918,309.39	25.6.%
Net Income (Loss)	***$ (575,788.00)***	***$ (129,690.38)***	***$ 446,097.62***	***$ (6,107,418.00)***	***$ (3,063,634.82)***	***$ 3,043,783.18***	**49.8.%**

*** Current month's labor is estimated**

Capital Projects and Purchases**

	Fiscal Year Budget	October FYD 2027 Actual	Remaining Budget
Water Utility Funded Projects			
WU-IT-RandR Capital Purchases--	$ 208,594.85	$ 14,214.69	$ 194,380.16
WU-IT-Expansion Capital Purchases--	485,000.00	-	485,000.00
WU-Reg Comp-Admin-RandR Capital Purchases	12,200.00	-	12,200.00
WU-Eng-ALLR-17-10-KW-07 Paua Valley Tank Repair			-
WU-Eng-ALLR-Hanapepe Stream Crossing			-
WU-Eng 11-04 LO-10 Lawai 6n8inch Main Replacement	85.76	-	85.76
WU-Eng WK-08, Kapaa Homesteads 2-0.5MG Tanks	2,426,806.16	-	2,426,806.16
WU-Eng-10%R-Kilauea 1.0 MG Tank Job 02-06	1,092,000.00	-	1,092,000.00
WU -23-05 Weke, Anae, Mahimahi Hee 6-8 inch mains	2,363,311.70	96,794.72	2,266,516.98
WU-Eng-23-08 Hanapepe Town Well MCC	212,746.08	-	212,746.08
WU-Eng-Job 18-3 -Kuhio Hwy Hardy-Oxford 16IN Main	4,751,560.72	68,516.19	4,683,044.53
WU-Eng Phase I-Demo Admin Bldg/MoveConduit/ATS Lab	238,730.80	-	238,730.80
WU-Eng-56%R-Job 23-03 Kuhio Hwy Papaloa to Waikaea	45,147.00	-	45,147.00
WU-Eng-16-4-WKK-03-Kilauea Wells MCC Rehab	439,603.29	-	439,603.29
WU-23-02 WK-34, Kuamoo Rd 8" Main Replace (6,500')	99,063.00	-	99,063.00
WU-Eng-WK-08-Kapaa Homesteads 2-0.5MG Tanks	1,000,000.00	-	1,000,000.00
WU-Eng-WK-39 Kapaa Homesteads Well #4 Pump&Control	2,483,000.00	-	2,483,000.00
WU-Eng-Security Fencing Admin Bldg	92,248.11	-	92,248.11
WU-Eng-Expansion Capital Purchases	3,867.01	-	3,867.01
Job 17-10 KW-07 Paua Valley Tank Repair			-
WU-Cns-44%R-09-01 Yamada Tank Clearwell, Conn Pipe	1,066,518.37	-	1,066,518.37
WU-Const-R&R-Tank Remediation Repair			-
Job 16-02 PLH-35B Kapaia Cane Haul Rd 18" Main	2,990,220.00	-	2,990,220.00
Job 02-14 WK39 WK08 Kapaa Hmstd Well 4; Pkg A Well	163,241.24	-	163,241.24
WU-Ops-R&R-Upgrade and Replace SCADA RTU and PLC	701,871.00	70,187.10	631,683.90
WU-Ops-RandR Capital Purchases	1,585,687.38	-	1,585,687.38
WU-Ops-Expansion Capital Purchases	1,903,276.00	4,992.70	1,898,283.30

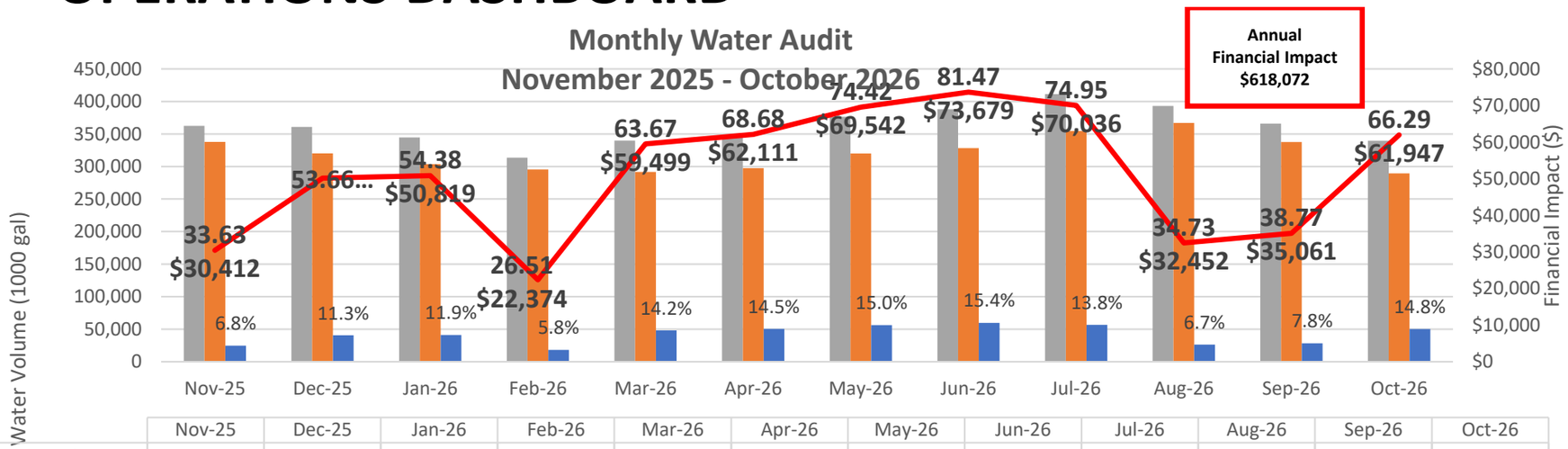
Projects with budget but no activity			-
	$ 24,364,778.47	$ 254,705.40	$ 24,110,073.07
FRC Funded Projects			
FRC-Eng-ALLE--H-08 Hanalei Well 2	$ 130,000.00	$ -	$ 130,000.00
FRC-Eng WK-08, Kapaa Homesteads 2-0.5MG Tanks	3,000,000.00	-	3,000,000.00
FRC-Eng-ALLE-12-02 WK-23 UH Expmntal Storage Tank	119,765.00	-	119,765.00
FRC Eng 04-08 WK-39 Drill Kapaa Homestead Well 4	42,082.88	-	42,082.88
FRC-Eng-90%E-Kilauea 1.0MG Tank Job 02-06	7,212.24	-	7,212.24
Job 15-08-HW-11-Haena 0.2MG Tank			-
FRC-Eng-ALLE-Wainiha Well #4	200,000.00	-	200,000.00
Projects with budget but no activity			-
	$ 3,499,060.12	$ -	$ 3,499,060.12
Build America Bonds Funded Projects			
Eng-ALLR-09-01 K-01 Kalaheo 1111FT & 1222FT	$ -	$ -	$ -
Eng-ALLE-02-14 WK-08 Kapaa Homesteads Tank	5,600,000.00	-	5,600,000.00
Eng WK-39, Drill/Dev Kapaa Homesteads Well No4	2,600,000.00	-	2,600,000.00
Cns-ALLE-02-06WKK15-Kilauea 466 Tank Puu Pane	3,193.00	-	3,193.00
Eng-98%E-02-01 Land for Kukuiolono Tank Site	51,189.00	-	51,189.00
Cons-Exp-Kapaia Cane Haul Road	1,045,975.00	-	1,045,975.00
	$ 9,300,357.00	$ -	$ 9,300,357.00
State Allotment Funded Projects			
WK-08-Kapaa Homesteads 2-0.5MG Tanks	$ 6,426,952.00	$ 3,372,448.85	$ 3,054,503.15
16-04, MCC Chlorination Facilities Kilauea Wells 1 & 2	2,470,311.00	1,106,805.99	1,363,505.01
WK-39, Kapaa Homesteads Well No. 4 Pump and Controls	5,000,000.00	-	5,000,000.00
PLH-27 Kūhiō Highway (Hardy-Oxford) 16' Main Replacement	1,081,867.02	1,081,867.02	-
	$ 14,979,130.02	$ 5,561,121.86	$ 9,418,008.16
State Revolving Funded Projects			
SRF-Eng Job 02-06 Kilauea 1.0 MG Tank (Puu Pane)	$ 7,751,854.00	$ -	$ 7,751,854.00
Yamada Tank Conn Pipe	5,200,000.00	-	5,200,000.00
	$ 12,951,854.00	$ -	$ 12,951,854.00
Total Capital Projects	$ 65,095,179.61	$ 5,815,827.26	$ 59,279,352.35

Selected Divisions	October 2026			Fiscal Year 2027			
	Budget	Actual	Variance	YTD Budget	YTD Actual	Variance	Variance %
Engineering	$ 470,502.00	$391,084.94	$ 79,417.06	$ 1,882,008.00	$1,097,184.72	$ 784,823.28	41.7%
Fiscal	207,967.00	223,378.49	(15,411.49)	831,868.00	$822,463.07	9,404.93	1.1%
Operations	1,355,674.00	1,069,833.09	285,840.91	5,422,696.00	$4,621,027.56	801,668.44	14.8%
	$ 2,034,143.00	$ 1,684,296.52	$ 349,846.48	$ 8,136,572.00	$ 6,540,675.35	$ 1,595,896.65	19.6%

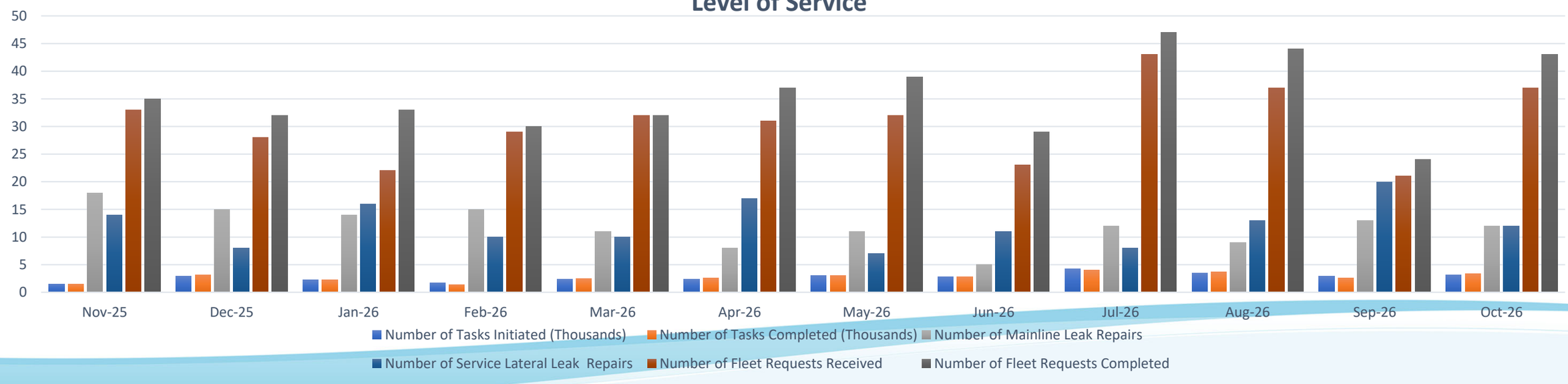
OPERATIONS DASHBOARD

Ops Highlights:

1. Program Support Assistant II interviews completed.
2. Completed replacement of SCADA Hawaiiantel Frame Relay with Cradlepoint Cellular Routers. Also, moved SCADA servers into Admin Server Room.
3. Training conducted was for Thrust Block Calculations, Mini-MAS Kalaheo School, Driver Improvement, and Trailer Loading for CDL drivers.



	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26
Produced (Kgals)	362,519	360,824	344,669	313,535	339,728	347,860	376,397	388,039	411,255	393,169	365,933	339,631
Customer Read (Kgals)	337,882	320,206	303,501	295,410	291,528	297,544	320,061	328,352	354,519	366,880	337,530	289,448
Non-Rev Water (Kgals)	24,637	40,618	41,168	18,125	48,200	50,316	56,336	59,687	56,736	26,289	28,403	50,183
Financial Impact	$30,412	$50,140	$50,819	$22,374	$59,499	$62,111	$69,542	$73,679	$70,036	$32,452	$35,061	$61,947



OPERATIONS

	Last Month		Current Month		Previous FY Year to Date		Current FY Year to Date	
STAFFING								
Budgeted Staff | Vacancies	55	6	55	6	49	11	55	6
Vacancy Percentage	9.8%		9.8%		18.3%		9.8%	
FLEET MANAGEMENT								
# of Fleet Requests Received	21		37		115		138	
# of Fleet Requests Completed	24		43		130		158	
METER PROGRAM								
# of Existing Meters Replaced	0		4		3		8	
# of Existing Meters Repaired	48		123		1161		318	
# of New Meters Installed	5		2		37		27	
# of New Laterals Installed	1		1		0		2	

OPERATIONS



LEVEL OF SERVICE

	Last Month	Current Month	Previous FY YTD	Current FY YTD
# of Tasks Initiated (Thousands)	2.884	3.105	11.693	13.647
# of Tasks Completed (Thousands)	2.620	3.313	11.773	13.610
# of Mainline Leak Repairs	13	12	58	46
# of Service Lateral Leak Repairs	20	12	53	53
# of Calls for Service	183	201	775	792
# of Temporary Hydrant Meters Installed	1	2	9	8
# One Call Request Received | Completed	41 | 39	37 | 40	356 | 352	224 | 222
# of Hydrant Hits	4	1	8	9

WATER AUDIT

	Last Month	Current Month	Previous FY YTD	Current FY YTD
Water Produced (Million Gallons)	365.933	339.631	1707.650	1509.988
Customer Meter Reading (Million Gallons)	337.530	289.448	1579.796	1348.377
Non-Revenue Water (Million Gallons)	28.403	50.183	127.854	161.611
Non-revenue %	8%	15%	7%	11%
Financial Impact	$35,061.23	$61,496.90	$157,825.53	$199,495.85



Department of Water County of Kaua'i

ENGINEERING DASHBOARD

	Last Month		Current Month		Previous FY Year to Date	
STAFFING						
Budgeted Staff | Vacancies	21	4	21	4	22	4

	Last Month		Current Month	
PROJECT MANAGEMENT				
DOW Projects In Design | In Construction	6	10	6	10
Private Projects Design Approved | In Construction	4	57	1	45
Private Projects Construction Completed	2		1	

CIP Project Highlights:

- Kapaa Homesteads 325’ Tanks – Two 0.5 MG Tanks
  - Drilling caissons for tanks
  - Coordinating drain line and GOE
- Puu Pane 1.0 MG Tank
  - Working on submittals
- Hāʻena 0.2 MG Storage Tank, 144’
  - Working on CDUP and GOE
- Kilauea Wells 1 & 2 MCC, Chlorination Facilities
  - Permanent MCC on island, coordinating installation
- Kukuiolono Tank Demo
  - Land exchange completed 11/5/26
- Weke, Anae, Mahimahi and Hee Roads 6” and 8” Main Replacement
  - Completed chlorination
- Kapaʻa Homesteads Well No. 4 Pump and Controls
  - Evaluating demolishing Ornellas Tank
- Kapaʻa Homesteads Well No. 4 Drill and Test
  - Evaluating SOQs

Department of Water County of Kauaʻi

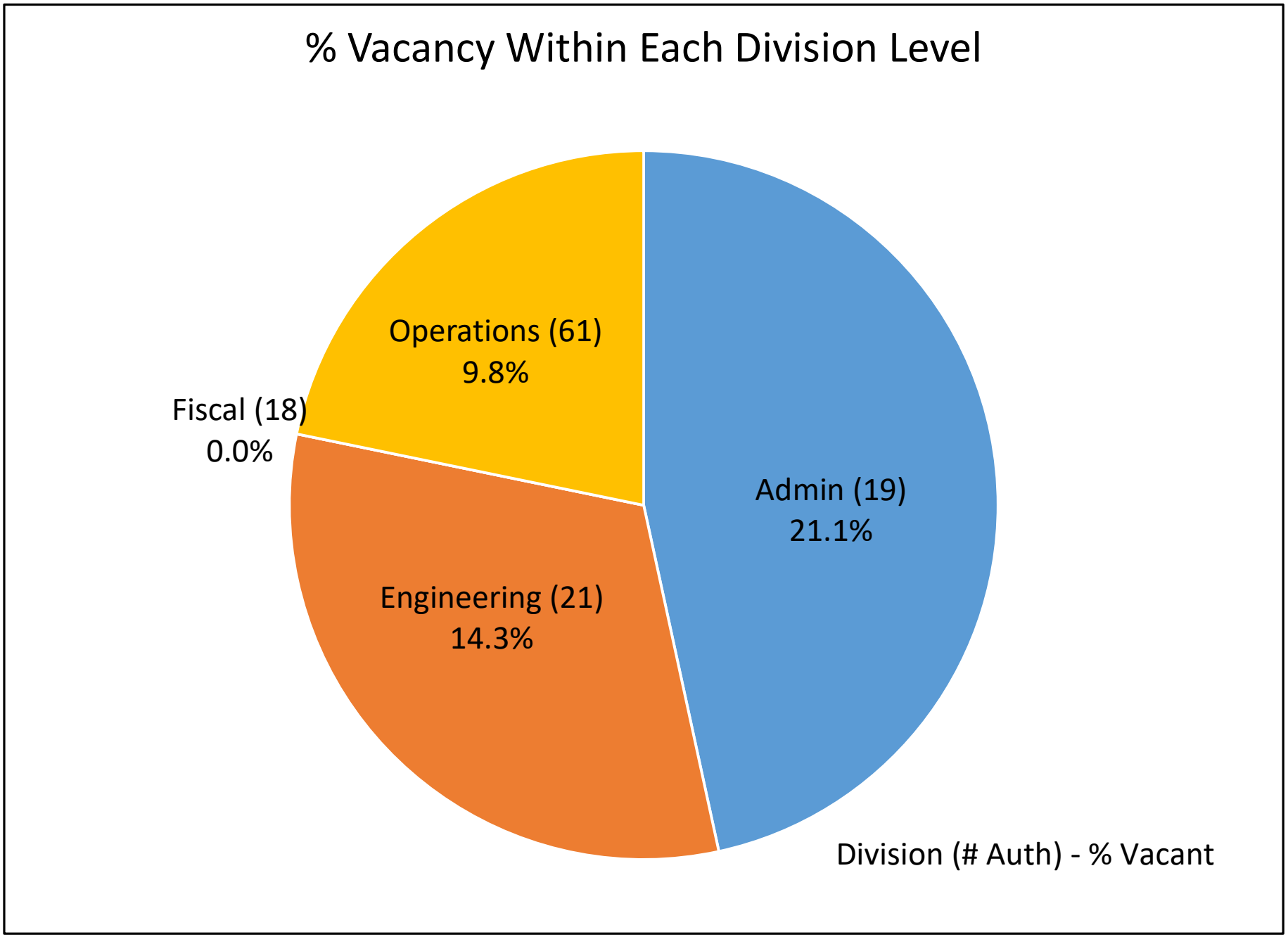
ENGINEERING DASHBOARD

	Last Month		Current Month		Previous FY Year to Date		Current FY Year to Date	
WATER RESOURCES AND PLANNING								
Number of Customer Requests Received | Completed							
Subdivision Applications, Zoning, Land Use and Variance Permits	11	8	12	5	37	27	29	18
ADU/ARU Clearance Applications	4	4	6	6	46	46	26	30
Building Permits	42	41	173	178	481	481	382	420
Water Service Requests	14	14	12	15	121	117	65	78
Government Records Request	5	5	3	3	11	15	78	15
Backflow Inspection # of Devices Tested	93		60		365		351	

DOW Project Highlights:

- Water Systems Investment Plan (WSIP)
  - Rate Design and Cost of Service
    - Work ongoing
- Kaua‘i Water Use and Development Plan (KWUDP)
  - Sent draft report on the development of a general inventory of traditional and customary practices to CWRM for review
  - Sent draft implementation plan to CWRM for review

Department of Water County of Kaua‘i


% Vacancy Within Each Division Level
Operations (61)
9.8%
Fiscal (18)
0.0%
Admin (19)
21.1%
Engineering (21)
14.3%
Division (# Auth) - % Vacant

Board Meeting Agenda

Information Technology Infrastructure and Cybersecurity Update

Date: 11/11/2026

Presenter: Brit Yates IT Supervisor

1. Enterprise Resource Planning (ERP) Initiative

- Sandbox Created and now starting to initiate kickoff meetings

2. Network/Telecomm/Firewall Infrastructure Modernization

- Spectrum / Hawaiian Tel / Starlink working on AOA
- Setting up month to month with Spectrum in interim (internet, firewall, phones)

3. Physical Security Systems Upgrade

- Gathing final bids and getting updated estimates

4. IT Cyber Dashboard

- Continue working on cyber security dashboard
- ETA December board

5. Software upgrades

- Granicus
- Windows Server 2025
- Azure

6. Boardroom – Conference Room – EOC

- Getting estimates to upgrade audio and video in all rooms

Command Home: Detection and Response

October 13, 2026 01:25 AM UTC - November 12, 2026 01:25 AM UTC

Generated on November 12, 2026

27 Alerts Closed

↓ 10% (-3) from previous 29 days 23 hours

0 Investigations Closed

No change from previous 29 days 23 hours

0 Critical and High Investigations Closed

No change from previous 29 days 23 hours

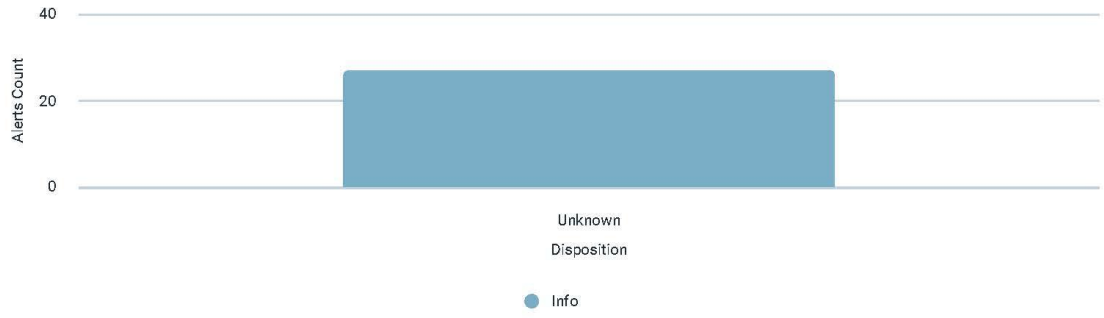
0 Incidents Created

No change from previous 29 days 23 hours

Closed Alerts by Priority and Disposition

Disposition is the decision taken on the alert by analysts

Malicious 0 No change



Command Home: Detection and Response

October 13, 2026 01:25 AM UTC - November 12, 2026 01:25 AM UTC

Generated on November 12, 2026

Closed Investigations by Priority and Disposition

Disposition is the decision taken on the investigation by analysts

Malicious 0 No change

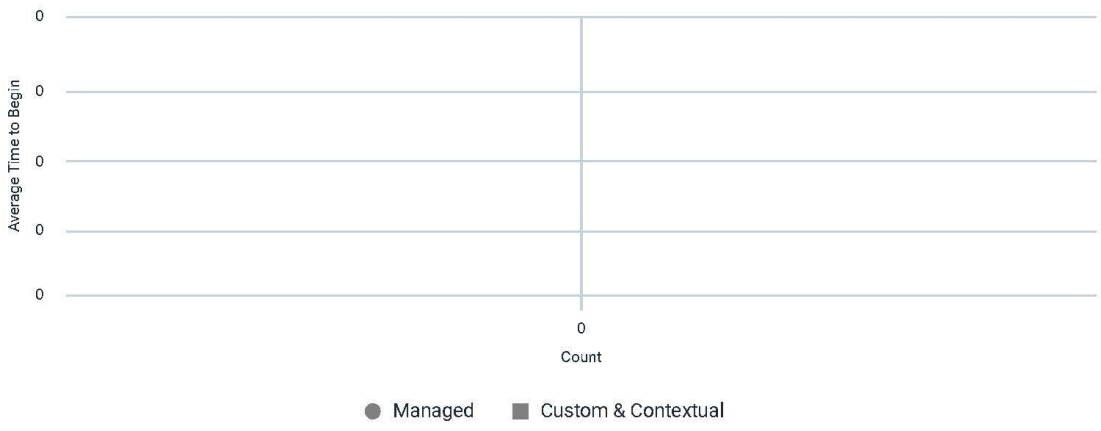


There's nothing here yet

Mean Time to Begin Alert Investigation

How quickly are analysts investigating potential threats and are they achieving SLOs?

Managed N/A Custom & Contextual N/A



Command Home: Detection and Response

October 13, 2026 01:25 AM UTC - November 12, 2026 01:25 AM UTC

Generated on November 12, 2026

6 Admin Users

↑ 6
from previous 29 days 23 hours

29 Users with Non-Expiring Passwords

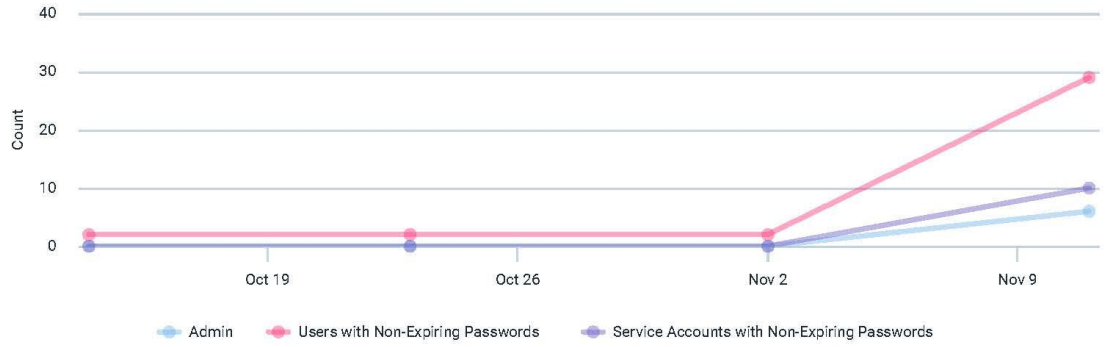
↑ 1350% (+27)
from previous 29 days 23 hours

10 Service Accounts with Non-Expiring...

↑ 10
from previous 29 days 23 hours

Risky User Permissions Over Time

Total Risky Permissions ↑ 2150% (+43)



Command Home: Detection and Response

October 13, 2026 01:25 AM UTC - November 12, 2026 01:25 AM UTC

Generated on November 12, 2026

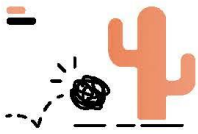
Alerts Generated

— No change from previous 30 days



Origin of Alerts

Pinpoint where alerts originate by priority across operational domains.



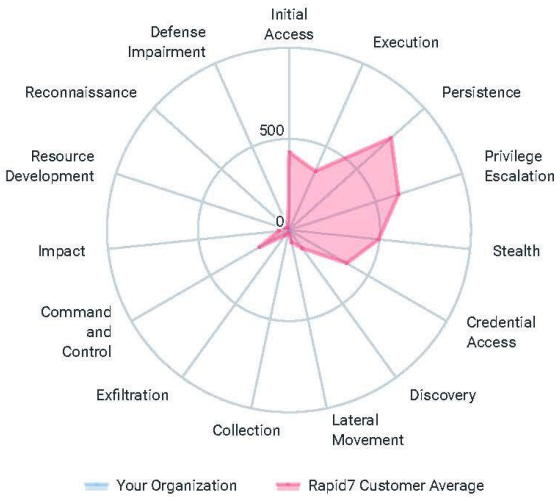
There's nothing here yet

Command Home: Detection and Response

October 13, 2026 01:25 AM UTC - November 12, 2026 01:25 AM UTC

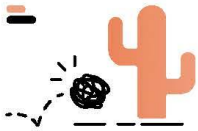
Generated on November 12, 2026

Alerts By MITRE Tactic



Top 5 Alert-Generating Detection Rules

Identify the detection rules that most frequently generate alerts.



There's nothing here yet

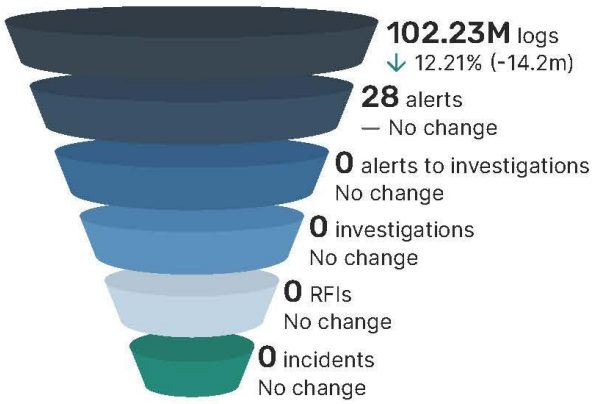
Command Home: Detection and Response

October 13, 2026 01:25 AM UTC - November 12, 2026 01:25 AM UTC

Generated on November 12, 2026

Threat Pipeline

How alerts are progressing through qualifying stages

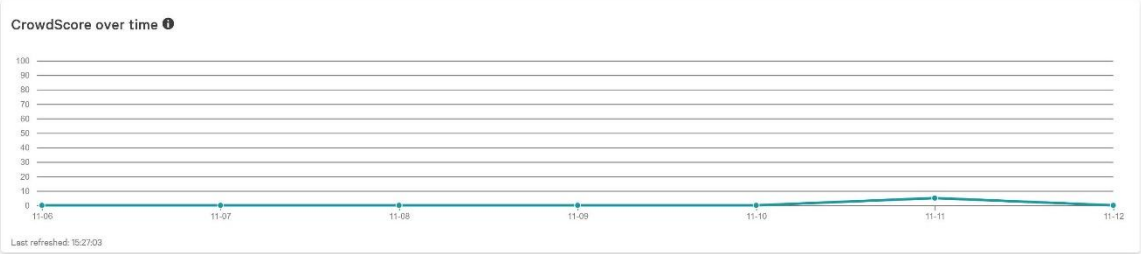


Incidents

Incidents 0 No change

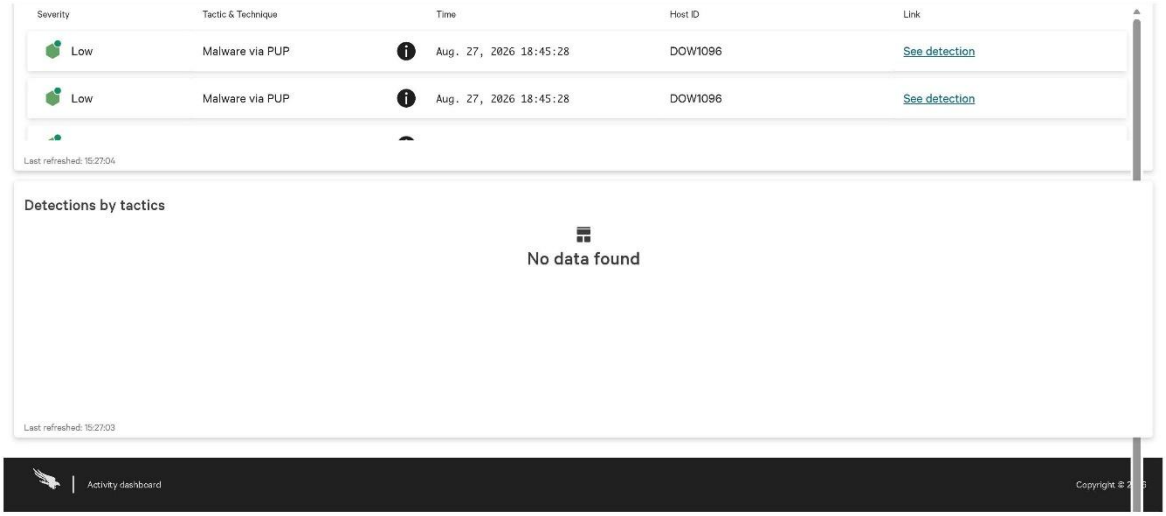


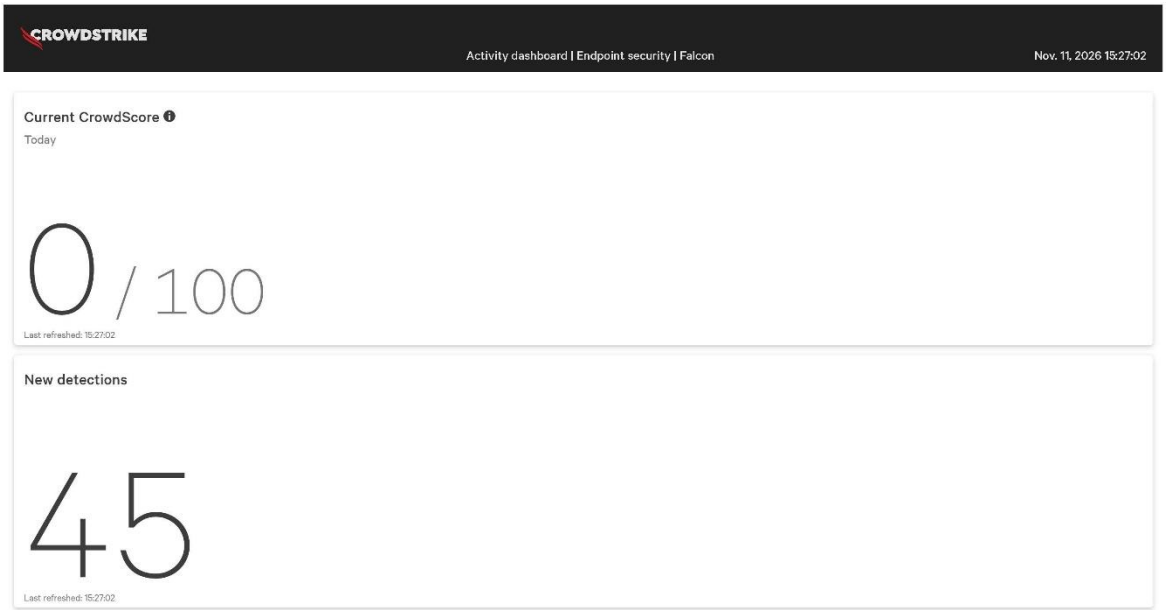
No incident within the last year


CrowdScore over time
100
90
80
70
60
50
40
30
20
10
0
11-06
11-07
11-08
11-09
11-10
11-11
11-12
Last refreshed: 15:27:03

Most recent detections

Severity	Tactic & Technique	Time	Host ID	Link
Low	Malware via PUP	Sep. 22, 2026 18:13:40	DOW1114	See detection
Low	Malware via PUP	Sep. 22, 2026 18:13:39	DOW1114	See detection
Low	Malware via PUP	Sep. 22, 2026 18:13:39	DOW1114	See detection
Low	Malware via PUP	Sep. 22, 2026 18:13:39	DOW1114	See detection
Low	Malware via PUP	Sep. 22, 2026 18:10:23	DOW1114	See detection
Low	Malware via PUP	Sep. 22, 2026 18:10:22	DOW1114	See detection
Low	Malware via PUP	Sep. 22, 2026 18:10:22	DOW1114	See detection
Low	Malware via PUP	Sep. 17, 2026 19:02:07	DOW2164	See detection
Low	Malware via PUP	Sep. 17, 2026 19:02:06	DOW2164	See detection
Informational	Machine Learning via Sensor-based...	Sep. 9, 2026 18:19:31	DOW2138	See detection
Informational	Machine Learning via Sensor-based...	Sep. 2, 2026 18:18:59	DOW2120	See detection
Informational	Machine Learning via Sensor-based...	Sep. 2, 2026 18:10:52	DOW2120	See detection
Informational	Machine Learning via Sensor-based...	Aug. 31, 2026 18:09:59	DOW2159	See detection
Informational	Machine Learning via Sensor-based...	Aug. 30, 2026 10:08:52	DOW2149	See detection
Informational	Machine Learning via Sensor-based...	Aug. 27, 2026 20:30:34	DOW1166	See detection
Low	Machine Learning via Adware/PUP	Aug. 27, 2026 18:53:37	DOW1049	See detection
Low	Malware via PUP	Aug. 27, 2026 18:21:56	DOW1088	See detection


Severity
Tactic & Technique
Time
Host ID
Link
Low
Malware via PUP
Aug. 27, 2026 18:45:28
DOW1096
See detection
Low
Malware via PUP
Aug. 27, 2026 18:45:28
DOW1096
See detection
Last refreshed: 15:27:04
Detections by tactics
No data found
Last refreshed: 15:27:03
Activity dashboard
Copyright © 2026


CROWDSTRIKE
Activity dashboard | Endpoint security | Falcon
Nov. 11, 2026 15:27:02
Current CrowdScore
Today
0 / 100
Last refreshed: 15:27:02
New detections
45
Last refreshed: 15:27:02

SHA-based detections

163ef3ea78b5f4a24c7a2725b91c606f755325afb3348252c6e51bbe07564f75	13
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d8cfff2c97d9be9258c0dbc62539ad5d0c6adf8ddc10e4d36595403b15597395	13
1028a84610eda77cd8c2f5fe94947a7789e28fdb3e6184ea9e4ff0359269ae03	3
fbb5302b06f7e6824ecdaf59162f3a08557cac0efe6b40b4502eab60ecd04d82	3
a5a37157c86265bc9242ad6d236f401a783f9276a48c09a2cc3574ef1a011f88	2
2252b67088e9fd0fec7f4a96fe442a7e4d77e9a5bb8ef803b8056a50ef19ea60	1
265a5261f1779ce1ec5c292f62094f82cf35f462c7c82a1042b21e8f92cf43c8	1
2aa9f15810e2c55dbc8522e386d76d1a8fb3a63a712b33e17bd2139a7b45c76b	1
396fc29ce3376115304dc8b1c354ba8e4f00ca74c898cc34fac81e7cc5ac8ee3	1
Other	9
Total	60

Last refreshed: 15:27:03

Prevented malware by host

Last 7 days



No data found

Last refreshed: 15:27:03

Security Report

Nov 3 – 10, 2026



Powered by: Barracuda **To:** Kauai Department of Water

Email Protection

Nov 3 – 10, 2026

Protecting your inbox from scams, malware, and phishing attempts before they reach your team.

Email overview

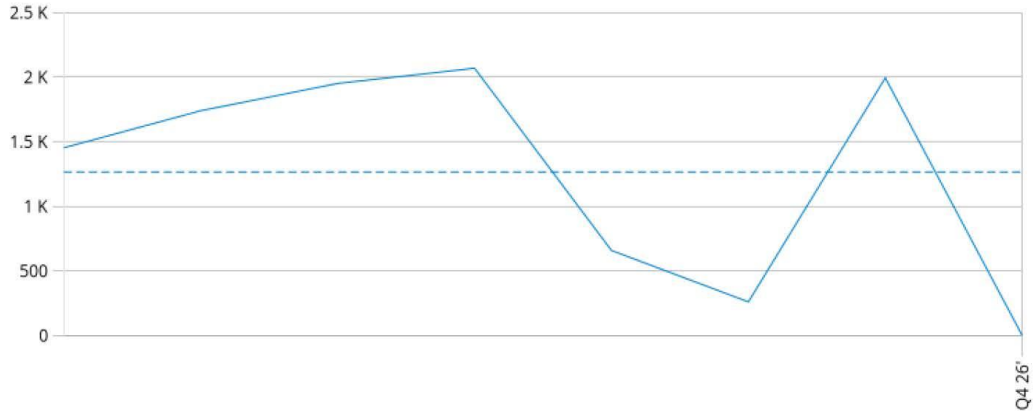
We scan inbound and outbound activity to detect email threats, including phishing, conversation hijacking and account takeovers. Messages are scanned with multiple defense layers to provide complete and holistic threat protection.

10,125
Emails evaluated

9,912
Emails archived

Email volume trend

An overview of how much email your organization receives



Email Protection

Nov 3 – 10, 2026

Protecting your inbox from scams, malware, and phishing attempts before they reach your team.

Threat protection

Email is the top entry point for scams and ransomware, so blocking them prevents downtime and protects sensitive data.

1,143
Total threats blocked

2
Threats remediated after delivery

136
Inboxes protected*

0%
Threats blocked immediately

0
Incidents investigated

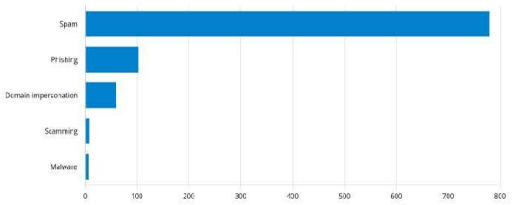
***Inboxes Protected represents the total number of email accounts being monitored. This includes individual inboxes, shared inboxes, group email lists, and any licensed accounts that may not currently have an active user. Because of this, the number is usually higher than the number of people using the system.**

Threat breakdown

A breakdown of the types of email threats identified before messages arrive and those detected later through continued monitoring.

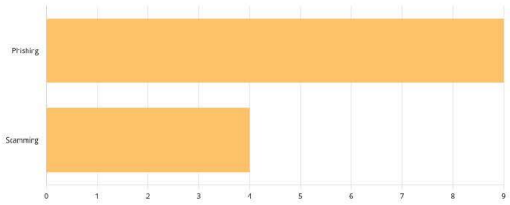
Blocked pre-delivery

Before reaching your email provider



Remediated by Integrated Email Protection

Advanced threats addressed after reaching inboxes



Data Protection

Nov 3 – 10, 2026

Protecting your business files and identifying sensitive information that needs attention.

Data protection overview

We monitor your stored files for sensitive data like customer or payment details to prevent exposure and keep your business compliant.

27

Violations found

2,377

Scans completed

Data redundancy

Your files are backed up across multiple sources to ensure they can be recovered quickly if they're lost, damaged, or deleted. This protects your business from accidental data loss and keeps your operations running smoothly.

4.435

Gigabytes backed up

Backups by source

How many times your data was backed up

Source	Count
Teams (Files & sites)	2
SharePoint	2
Identity Security	2
Planner	2
Exchange	2
OneDrive	2

Total OverWatch-analyzed events

Total number of events analyzed by OverWatch to identify suspicious activity

1,843

Last refreshed: 15:27:03

OverWatch endpoint hunting leads

Total endpoint hunting leads investigated or reviewed by an OverWatch analyst

0

Last refreshed: 15:27:03

OverWatch endpoint detections triggered

Total suspicious or malicious endpoint leads that resulted in a Falcon alert

0

Last refreshed: 15:27:03

DEPARTMENT OF WATER
County of Kaua'i

"Water has no substitute – Conserve It!"

MANAGER'S UPDATE

November 19, 2026

Pursuant to Board Policy No. 3

1. FY2027 BUDGET ADJUSTMENT – ADMINISTRATION-IT DIVISION BUDGET REAPPROPRIATION FROM CAPITAL ACCOUNT TO OPERATING SUPPLIES TO COVER BUDGET DEFICIT AND ADDITIONAL PURCHASES

RECOMMENDATION:

It is recommended that the Manager approve a budget transfer of $90,000.00 to cover budget deficit and anticipated purchases of operating supplies needed.

FUNDING:

FROM:			
Account No.	10-02-00-605-999		
Acct Description	WU-IT-Adm-Capital Outlay-Misc. Capital Purchases		<$90,000.00>
Funds Available	*Verified by WWC*		
TO:			
Account No.	10-02-10-563-000		
Acct Description	WU-IT-Adm-Operating Supplies		$ 90,000.00

BACKGROUND:

Reappropriation of budget needed to cover budget deficit and additional purchases of operating supplies needed.

2. CHANGE ORDER NO. 03 TO CONTRACT NO. 774 (PACIFIC CONCRETE CUTTING & CORING, JOB NO. 24-15 LIHUE ADMINISTRATIVE BUILDING FENCING

RECOMMENDATION:
It is recommended that the Manager approve Change Order No. 03 for Contract No. 774.

FUNDING:

Account No.	10-20-00-605-178		
Acct Description	WU/Capital Outlay – Expansion (Lihue Security Fencing for Admin Building)		
Funds Available	*Verified by WWC*		N/A
Contract No.	C774		
Vendor	Pacific Concrete Cutting & Coring		
	Contract Amount	$347,895.00	
	5% Contingency	$0.00	
	Change Order No. 1	$4,369.94	
	Change Order No. 2	$16,060.45	
	Total Funds Certified	$368,315.39	
Change Order No. 3			
Deductive Change Order for Contract Line Items 7, 10, and 11		<$38,010.00>	
	Total Change Order No. 3	<$38,010.00>	
Contract Amount To Date		$330,305.39	

BACKGROUND:
Contract NTP Date: January 15, 2025
Original Contract End Date: July 13, 2025
New Contract End Date: December 30, 2025

The quantities for three contract line items are being reduced since this work was not performed during the contract. Item No. 07 – AC Pavement Restoration, Item No. 10 – Sidewalk Restoration, and Item No. 11 – Landscape Restoration. The total being credited back to the DOW is $38,010.00. The deductive change proposal was reviewed and deemed acceptable.

3. U.S. GEOLOGICAL SURVEY, JOINT FUNDING AGREEMENT FOR PERIOD OCTOBER 1, 2026 THROUGH SEPTEMBER 30, 2027

RECOMMENDATION:

It is recommended that the Manager approve to continue the Department of Water's (DOW's) cooperative groundwater and surface water monitoring program at selected sites for the period of October 1, 2026 to September 30, 2027.

FUNDING:

Account No.	10-20-10-540-010		
Acct Description	WU/Eng/Admin/Professional Services		
Funds Available	*Verified by WWC*		$80,000.00
Contract No.	n/a		
Vendor	U. S. Geological Survey		
	Contract Amount	$77,630.00	
	5% Contingency	$n/a	
	Total Funds Certified	$77,630.00	<$77,630.00>
Fund Balance			$2,370.00

BACKGROUND:

DOW continues to use the services of the U. S. Geological Survey (USGS) through the Joint Funding Agreement (JFA) cooperative groundwater and surface water monitoring program. The purpose of the monitoring programs are to collect data needed to evaluate the status and trends of water levels in selected wells, streamflow, and rainfall at selected sites on Kaua'i. Data is collected by USGS in accordance with well-documented techniques and quality-assurance procedures.

CONVEYANCE OF WATER FACILITIES $

APPLICANT	TMK #	LOCATION