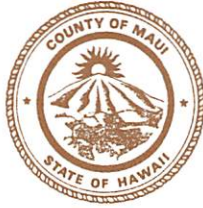


ALAN M. ARAKAWA  
MAYOR



KEITH A. REGAN  
MANAGING DIRECTOR

2018 AUG 16 AM 8:37

**OFFICE OF THE MAYOR**

Ke'ena O Ka Meia  
COUNTY OF MAUI – Kalana O Maui

OFFICE OF THE  
COUNTY CLERK  
REFERENCE NO. BD-BA 19-05

August 16, 2018

Honorable Alan Arakawa  
Mayor, County of Maui  
200 South High Street  
Wailuku, Hawaii 96793

For Transmittal to:

Honorable Michael White, Chair  
and Members of the Maui County Council  
200 South High Street  
Wailuku, Hawaii 96793

Dear Chair White:

APPROVED FOR TRANSMITTAL  
 8/16/18  
Mayor Date

**SUBJECT: AMENDMENT TO THE FISCAL YEAR 2019 BUDGET**

On behalf of the Department of Public Works, I am transmitting the attached proposed bills for the purpose of adding a \$600,000 appropriation in the Fiscal Year 2019 Budget for the Iao Stream Flood Control project and related bill authorizing the Mayor to enter into an intergovernmental agreement with the U.S. Department of the Army.

The \$600,000 will be used as the County's cost sharing portion for a General Reevaluation Report, estimated to cost \$1.2 million, to be completed by the U.S. Army Corp of Engineers to further analyze proposed improvements that address flood hazards and reduce flood risk along the Wailuku River.

Also included in this transmittal is a Certification of Additional Revenues for Fiscal Year 2019 certifying the availability of General Fund Carryover/Savings in the amount of \$600,000 to fund this request.

Thank you for your attention in this matter. Should you have any questions, please feel free to contact me at ext. 7212.

Sincerely,

  
for SANANDA K. BAZ  
Budget Director

Attachments (4)

cc: Keith Regan, Managing Director  
Mark Walker, Director of Finance  
David Goode, Director of Public Works

COUNTY COMMUNICATION NO. 18-300

ORDINANCE NO. \_\_\_\_\_

BILL NO. \_\_\_\_\_ (2018)

A BILL FOR AN ORDINANCE AMENDING  
THE FISCAL YEAR 2019 BUDGET FOR THE COUNTY OF MAUI  
AS IT PERTAINS TO ESTIMATED REVENUES;  
DEPARTMENT OF PUBLIC WORKS,  
WAILUKU-KAHULUI COMMUNITY PLAN AREA, DRAINAGE,  
IAO STREAM FLOOD CONTROL;  
TOTAL CAPITAL IMPROVEMENT PROJECT APPROPRIATIONS; AND  
TOTAL APPROPRIATIONS (OPERATING AND CAPITAL IMPROVEMENT PROJECTS)

BE IT ORDAINED BY THE PEOPLE OF THE COUNTY OF MAUI:

SECTION 1. Ordinance No. 4861, Bill No. 57 (2018), as amended, "Fiscal Year 2019 Budget", is hereby amended as it pertains to Section 2, Estimated Revenues, by increasing Carryover/Savings from the General Fund in the amount of \$600,000; and by increasing Total Estimated Revenues in the amount of \$600,000, to read as follows:

"ESTIMATED REVENUES"

FROM TAXES, FEES AND ASSESSMENTS:

Real Property Taxes	321,907,576
Circuit Breaker Adjustment	(421,854)
Charges for Current Services	149,631,691
Transient Accommodations Tax	23,484,000
Public Service Company Tax	7,500,000
Licenses/Permits/Others	39,500,999
Fuel and Franchise Taxes	24,311,000
Special Assessments	7,602,000
Other Intergovernmental	18,425,000

FROM OTHER SOURCES:

Interfund Transfers	38,485,216
Bond/Lapsed Bond	71,755,000
Carryover/Savings:	
General Fund	[19,654,424] <u>20,254,424</u>
Sewer Fund	4,241,008
Highway Fund	10,318,711
Solid Waste Management Fund	3,135,751
Golf Fund	419,510
Liquor Fund	945,163
Bikeway Fund	11,733
Water Fund	<u>17,385,400</u>

TOTAL ESTIMATED REVENUES	[758,292,328]	<u>758,892,328"</u>
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SECTION 2. Fiscal Year 2019 Budget is hereby amended as it pertains to Section 4.G.8.a., Department of Public Works, Wailuku-Kahului Community Plan Area, Drainage, by adding an appropriation for a capital project under the General Fund entitled, "Iao Stream Flood Control", in the amount of \$600,000, to read as follows:

<u>PROJECT TITLE</u>	<u>APPROPRIATION</u>
"G. Department of Public Works	
1. Countywide	
a. Drainage	
(1) Bond Fund	
(i) Countywide Drainage Improvements	1,300,000
(a) Provided, that \$300,000 shall be for Hololani drainage improvements in West Maui.	
b. Government Facilities	
(1) General Fund	
(i) Countywide Facility Building Improvements	425,000
c. Other Projects	
(1) General Fund	
(i) Bridge Inspection and Evaluation of Various County Bridges	300,000
d. Road Improvements (and related improvements, beautification, sidewalks, bike paths, drainage, bridge repairs and maintenance, safety and utilities, accessibility for persons with disabilities) including:	
(1) Bond Fund	
(i) Countywide Federal Aid Program	2,000,000
(2) Bikeway Fund	
(i) Countywide Bikeway Improvements	140,000
(3) Highway Fund	
(i) Countywide Road Resurfacing and Pavement Preservation	6,266,792
(ii) Countywide Safety Improvements	850,000
(a) Provided, that \$40,000 shall be for flashing lights at the crosswalks on Waiale Road near Hale Makana and Ka Hale A Ke Ola Homeless Resource Center.	
(iii) Countywide Bridge Improvements	220,000
(iv) Countywide Traffic Calming Program	350,000
(a) Provided, that traffic calming measures are installed on Hamoa Road.	
(v) Countywide Sidewalk Improvements	490,000
(vi) Guardrail and Shoulder Improvements at Various Locations	200,000
2. Hana Community Plan Area	
a. Drainage	
(1) Bond Fund	
(i) Mahalawa Bridge Replacement	250,000

b. Road Improvements (and related improvements, beautification, sidewalks, bike paths, drainage, bridge repairs and maintenance, safety and utilities, accessibility for persons with disabilities) including:	
(1) Bond Fund	
(i) Kalepa Revetment and Seawall Repairs	500,000
(ii) Maka'alae Road Resurfacing	550,000
(2) Highway Fund	
(i) Kalepa Rockfall Repairs	150,000
3. Kihei-Makena Community Plan Area	
a. Drainage	
(1) Bond Fund	
(i) South Maui Drainline Repairs	2,300,000
b. Road Improvements (and related improvements, beautification, sidewalks, bike paths, drainage, bridge repairs and maintenance, safety and utilities, accessibility for persons with disabilities) including:	
(1) Bond Fund	
(i) North South Collector Road (Nama'u Place to Kulanihako'i Street)	500,000
(2) Highway Fund	
(i) South Kihei Road Sidewalk Improvements (Piikea Street to Kulanihako'i Street)	200,000
4. Lanai Community Plan Area	
a. Road Improvements (and related improvements, beautification, sidewalks, bike paths, drainage, bridge repairs and maintenance, safety and utilities, accessibility for persons with disabilities) including:	
(1) Highway Fund	
(i) Ilima Avenue Sidewalk Improvements (3 <sup>rd</sup> Street to 7 <sup>th</sup> Street)	280,000
5. Makawao-Pukalani-Kula Community Plan Area	
a. Road Improvements (and related improvements, beautification, sidewalks, bike paths, drainage, bridge repairs and maintenance, safety and utilities, accessibility for persons with disabilities) including:	
(1) Highway Fund	
(ii) Pukalani Terrace Subdivision Pavement Reconstruction	1,000,000
(iii) Old Haleakala Highway Sidewalks (Makawao Avenue to Pukalani Street)	1,000,000
6. Molokai Community Plan Area	
a. Drainage	
(1) Bond Fund	
(i) Kaunakakai Drainage System B	2,000,000
b. Government Facilities	
(1) Bond Fund	
(i) Molokai Baseyard	250,000

7. Paia-Haiku Community Plan Area		
a. Road Improvements (and related improvements, beautification, sidewalks, bike paths, drainage, bridge repairs and maintenance, safety and utilities, accessibility for persons with disabilities) including:		
(1) Highway Fund		
(i) Haiku Road Guardrail and Shoulder Improvements		300,000
(ii) Holomua Road Improvements (Old Maui High School to Baldwin Avenue)		450,000
8. Wailuku-Kahului Community Plan Area		
a. Drainage		
(1) Bond Fund		
(i) Central Maui Drainline Repairs		1,500,000
(ii) Central Maui Drainline Assessment		700,000
(iii) Hauoli Street Drainage Basin & Outlet Repair		1,000,000
(iv) Iao Stream Bank Stabilization at Millyard		500,000
(2) <u>General Fund</u>		
(i) <u>Iao Stream Flood Control</u>		<u>600,000</u>
b. Road Improvements (and related improvements, beautification, sidewalks, bike paths, drainage, bridge repairs and maintenance, safety and utilities, accessibility for persons with disabilities) including:		
(1) Bond Fund		
(i) Waiale Road Improvements (Kaohu Street to Waiinu Road)		150,000
(ii) Kamehameha Avenue at Maui Lani Parkway Intersection Improvements		2,865,000
(2) Highway Fund		
(i) Waiale Road Improvements at Waiinu Road		300,000
(ii) Kamehameha Avenue at Maui Lani Parkway Intersection Improvements		610,000
(iii) Papa Avenue Complete Streets Improvements		150,000
(iv) Lono Avenue Extension		300,000
9. West Maui Community Plan Area		
a. Road Improvements (and related improvements, beautification, sidewalks, bike paths, drainage, bridge repairs and maintenance, safety and utilities, accessibility for persons with disabilities) including:		
(1) Bond Fund		
(i) Front Street Breakwall Repair Fronting Lahaina Center		500,000
(ii) Front Street Deck and Rail Repair Near Lahainaluna Road		700,000
b. Drainage		
(1) General Fund		
i. Lahaina Aquatic Center Retention Basin Restoration		75,000"

SECTION 3. Fiscal Year 2019 Budget is hereby amended as it pertains to the Total Capital Improvement Project Appropriations to reflect an increase of \$600,000, to read as follows:

"TOTAL CAPITAL IMPROVEMENT PROJECT APPROPRIATIONS	[159,222,792]	<u>159,822,792"</u>
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SECTION 4. Fiscal Year 2019 Budget is hereby amended as it pertains to the Total Appropriations (Operating and Capital Improvement Projects) to reflect an increase of \$600,000, to read as follows:

"TOTAL APPROPRIATIONS (OPERATING AND CAPITAL IMPROVEMENT PROJECTS)	[758,292,328]	<u>758,892,328"</u>
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SECTION 5. Material to be repealed is bracketed. New material is underscored.

SECTION 6. This Ordinance shall take effect upon its approval.

APPROVED AS TO FORM AND LEGALITY:



JEFFREY UEOKA  
Deputy Corporation Counsel

ORDINANCE NO. \_\_\_\_\_

BILL NO. \_\_\_\_\_ (2018)

A BILL FOR AN ORDINANCE AMENDING  
THE FISCAL YEAR 2019 BUDGET FOR THE COUNTY OF MAUI  
AS IT PERTAINS TO APPENDIX C - CAPITAL IMPROVEMENT PROJECTS,  
DEPARTMENT OF PUBLIC WORKS,  
WAILUKU-KAHULUI COMMUNITY PLAN AREA,  
IAO STREAM FLOOD CONTROL

BE IT ORDAINED BY THE PEOPLE OF THE COUNTY OF MAUI:

SECTION 1. Ordinance No. 4861, Bill No. 57 (2018), as amended, "Fiscal Year 2019 Budget", Appendix C – Capital Improvement Projects, is hereby amended as it pertains to the Department of Public Works, Wailuku-Kahului Community Plan Area, by adding a capital improvement project entitled, "Iao Stream Flood Control", in the amount of \$600,000 to read as follows:

"APPENDIX C - Capital Improvement Projects"		
Capital improvement project funding may not be used for any purpose other than as described in this appendix.		
CBS NO.	PROJECT TITLE/DESCRIPTION	APPROPRIATION
	<u>Department of Public Works</u>	
	<b>1. Countywide</b>	
CBS-1027	<b>a. Countywide Drainage Improvements</b>	1,300,000
	Design, construction, and implementation of various drainage improvements to conform to regional drainage master plans. In-house/consultant design, construction management, and land acquisitions. Funding may supplement Federal Aid and CIP (Capital Improvement Project) drainage improvement projects; Design and construction for Hololani drainage improvements in West Maui.	
CBS-1032	<b>b. Countywide Facility Building Improvements</b>	425,000
	Improvements to County facilities countywide as required to include elevator upgrade, leak repairs, accessibility upgrades, security improvements, structural repairs, renovations to floor plans, painting, railing repairs, waterline and sewer line improvements and repair, landscape and irrigation improvements and repairs, lighting upgrades, on-site drainage system, concrete repair, structure repair, building codes compliance, ADA compliance, OSHA compliance, parking lot repair, resurfacing and improvements, air conditioning repairs and improvements, installation of new air conditioning systems, and other miscellaneous building improvements and repairs. Fiscal Year 2019 improvements include: 1) County Building Campus Lighting Improvements; 2) Emergency Management and Akaku Room Improvements; and 3) Emergency or Supplemental funding for projects within the Kalana O Maui Building complex.	
CBS-3177	<b>c. Bridge Inspection and Evaluation of Various County Bridges</b>	300,000
	Bridge inspections will be done in accordance with the requirements of the FHWA National Bridge Inspection Standards and the American Association of State Highway and Transportation Officials (AASHTO) Manual for Condition Evaluation of Bridges. Report for each bridge shall include inspection findings, recommendations for repair, and cost estimates.	

CBS-1023	<b>d. Countywide Road Resurfacing and Pavement Preservation</b>	6,266,792
	Pavement condition assessment, in-house/consultant design, construction management, and construction to implement the Countywide road resurfacing program. Funding may supplement Federal Aid road resurfacing projects.	
CBS-1024	<b>e. Countywide Safety Improvements</b>	850,000
	Papalaua traffic signal improvements, Waiale-Kaohu intersection evaluation; Design and construction of a flashing lighted crosswalk on Waiale Road near Hale Makana and Ka Hale A Ke Ola Homeless Resource Center; and Accessibility improvements, traffic signal controller and detection replacements and upgrades, and roadway safety awareness programs.	
CBS-1031	<b>f. Countywide Bridge Improvements</b>	220,000
	Design, construction, construction management, and land acquisition of various bridge replacement projects. Implementation of various drainage improvements to conform to regional drainage master plans.	
CBS-1035	<b>g. Countywide Traffic Calming Program</b>	350,000
	Construction of traffic calming devices, including, but not limited to, Wailea Alanui Drive, West Kuiaha Road, and for traffic data collection. May also include Eha Street, Makani Road, Kulanihaikoi Street, Kaupakalua Road, Front Street, Shaw Street, and Kaniau Street.	
CBS-1036	<b>h. Countywide Bikeway Improvements</b>	140,000
	Funding for bicycle facility improvements in various stages of design and construction, route and network improvements, and increasing awareness for bike safety. Permitting, design, and implementation of bicycle facility improvements as identified by Bike Plan Hawaii and through collaboration with the Maui Bicycling League.	
CBS-1037	<b>i. Countywide Sidewalk Improvements</b>	490,000
	Design and construction for sidewalk improvements including walking routes to schools and increasing public awareness of safety when walking. Projects include: Ohukai Road, Lipoa Street, Kamehameha Avenue (Lono Avenue to Wakea Avenue), and identification of sidewalk network gaps.	
CBS-2772	<b>j. Safe Routes to School - State Appropriation</b>	275,000
	Infrastructure projects to improve safety within school zones. Projects include the installation of a flashing lighted crosswalk on Hana Highway at the east end of the Haiku Community Center.	
CBS-2774	<b>k. Guardrail and Shoulder Improvements at Various Locations</b>	200,000
	Installation and upgrade of guardrails and roadway shoulders. Focus areas include: Piilani Highway (East Maui), Baldwin Avenue (Rainbow Park), and Iao Valley Road.	
CBS-5022	<b>l. Countywide Federal Aid Program</b>	2,000,000
	Maui County Federal Aid program to construct road improvements for Kaupakalua Road Pavement Reconstruction Phase II; Guardrail and shoulder improvements on Haliimaile Road; Papalaua Street and Wainee Street traffic signal upgrades; Onehee Avenue pavement rehabilitation; and Kea Street reconstruction.	
	<b>2. Hana Community Plan Area</b>	
CBS-1891	<b>a. Mahalawa Bridge Replacement</b>	250,000
	Design for replacement due to insufficient hydraulic capacity and advanced deterioration of concrete bridge structure.	
CBS-2779	<b>b. Kalepa Rockfall Repairs</b>	150,000
	Design and permitting for the replacement of the deteriorated rockfall netting at Kalepa Point in Kipahulu.	



CBS-3183	<b>c. Kalepa Revetment and Seawall Repairs</b>	500,000
	Design and permitting for the reconstruction of revetment, seawall, and roadway near Kalepa. Approximately 40-foot section of roadway was damaged and undermined by large waves in 2014 during Isselle. Project involves consultant design, construction, construction management, and land acquisition.	
CBS-XXXX	<b>d. Maka'ala Road Resurfacing</b>	550,000
	Rehabilitate Maka'ala Road from Kapia Stream to Pu'uki to Hao'u to include striping, marking, signage, and safety improvements.	
	<b>3. Kihei-Makena Community Plan Area</b>	
CBS-5048	<b>a. South Maui Drainline Repairs</b>	2,300,000
	Repair and replacement of existing drainlines within South Maui, including Kaiwahine Street drainline replacement and Keonekai Road drainline replacement.	
CBS-2309	<b>b. North South Collector Road (Namu Place to Kulanihako Street)</b>	500,000
	Continued design and processing of environmental documents for the North South Collector Roadway between Namu Place and Kaonolu Street. Construction will include continuation of the Kihei Greenway (multi-use path). Phase IA: Waipulani Road to Kulanihako Street; Phase IB: Kulanihako Street to Kaonolu Street.	
CBS-XXXX	<b>c. South Kihei Road Sidewalk Improvements (Piikea Street to Kulanihako Street)</b>	200,000
	Design and construction for sidewalk improvements including walking routes to schools and increasing public awareness of safety when walking from Piikea Street to Kulanihako Street.	
	<b>4. Makawao-Pukalani-Kula Community Plan Area</b>	
CBS-3194	<b>a. Pukalani Terrace Subdivision Pavement Reconstruction</b>	1,000,000
	Reconstruction of roadways in the Pukalani Terrace Subdivision to include striping, marking, signage, and safety improvements.	
CBS-XXXX	<b>b. Old Haleakala Highway Sidewalk (Makawao Ave to Pukalani Street)</b>	1,000,000
	Design, construction, and construction management of sidewalk on Old Haleakala Highway from the intersection of Makawao Avenue to Pukalani Street.	
	<b>5. Molokai Community Plan Area</b>	
CBS-2775	<b>a. Kaunakakai Drainage System B</b>	2,000,000
	Design and construction of drainage improvements to complete the last segment of the drainage system located in Kaunakakai, Molokai which will outlet to an existing wetland. Including, preparation of construction documents, environmental permits, and construction management.	
CBS-1211	<b>b. Molokai Baseyard</b>	250,000
	Construction management of Phase II of the Molokai Baseyard complex including administration building, maintenance shop, and garage, subsurface drainage facilities, and material storage bunkers.	
	<b>6. Paia-Haiku Community Plan Area</b>	
CBS-4597	<b>a. Haiku Road Guardrail and Shoulder Improvements</b>	300,000
	Construction of guardrails in two locations along Haiku Road.	
CBS-XXXX	<b>b. Holomua Road Improvements</b>	450,000
	Repair and paving improvements to Holomua Road, from the Old Maui High School to Baldwin Avenue.	

	<b>7. Wailuku-Kahului Community Plan Area</b>	
CBS-3189	<b>a. Central Maui Drainline Repairs</b>	1,500,000
	Repair and/or replacement of drainlines on Wailupe Drive, Analio Street, Lekeona Street, Hiahia Place, Waiehu Heights, or Wailuku Heights.	
CBS-4596	<b>b. Central Maui Drainline Assessment</b>	700,000
	Conduct a conditional assessment of various drainlines in Central Maui.	
CBS-4619	<b>c. Hauoli Street Drainage Basin &amp; Outlet Repair</b>	1,000,000
	Repairs to drainage basin and drainage channel outlet at Hauoli Street in Maalaea.	
CBS-5050	<b>d. Iao Stream Bank Stabilization at Millyard</b>	500,000
	Design and permitting to provide bank stabilization at Iao Stream in the vicinity of commercial properties at the Millyard.	
CBS-1018	<b>e. Waiale Road Improvements at Waiinu Road</b>	300,000
	Intersection improvements for traffic mitigation to relieve congestion. Project may incorporate roadway and pavement widening, pedestrian and bike improvements.	
CBS-1919	<b>e. Waiale Road Improvements (Kaohu Street to Waiinu Road)</b>	150,000
	Widening of existing pavement for pedestrian and bike improvements, signing, and striping improvements.	
CBS-2787	<b>f. Kamehameha Avenue at Maui Lani Parkway Intersection Improvements</b>	3,475,000
	Construction of a roundabout at the intersection of Kamehameha Avenue and Maui Lani Parkway.	
CBS-5024	<b>g. Papa Avenue Complete Street Improvements</b>	150,000
	Design and permitting of improvements to accommodate pedestrian and bicycling modes of transportation, accessibility needs, and street parking. Proposed project limits are Papa Avenue from Kaahumanu Avenue to Puunene Avenue.	
CBS-5054	<b>h. Lono Avenue Extension</b>	300,000
	Extension of Lono Avenue to Kuihelani Highway, to include a feasibility study and environmental permitting.	
<u>CBS-1070</u>	<b><u>i. Iao Stream Flood Control</u></b>	<u>600,000</u>
	<u>County portion for a General Reevaluation Report, estimated to cost \$1.2 million, to be completed by the U.S. Army Corp of Engineers to further analyze proposed improvements to address flood hazards and reduce flood risk along the Wailuku River.</u>	
	<b>8. West Maui Community Plan Area</b>	
CBS-1946	<b>a. Front Street Breakwall Repair Fronting Lahaina Center</b>	500,000
	Repair existing breakwall on Front Street fronting Lahaina Center.	
CBS-1949	<b>b. Front Street Deck and Rail Repair Near Lahainaluna Road</b>	700,000
	Repair existing rail and sidewalk deck on Front Street near Lahainaluna Road and breakwall fronting Lahaina Center.	
CBS-5060	<b>c. Lahaina Aquatic Center Retention Basin Restoration</b>	75,000
	Design and construction for restoring the Lahaina Aquatic Center retention basin to its original design intent and effectiveness.	
	<b>9. Lanai Community Plan Area</b>	
	<b>a. Ilima Avenue Sidewalk Improvements</b>	280,000"
	Design and construction to continue sidewalk improvements on Ilima Avenue, from 3rd Street to 7th Street.	

SECTION 2. New material is underscored.

SECTION 3. This Ordinance shall take effect upon its approval.

APPROVED AS TO FORM AND LEGALITY:

  
\_\_\_\_\_  
JEFFREY UEOKA  
Deputy Corporation Counsel

ORDINANCE NO. \_\_\_\_\_

BILL NO. \_\_\_\_\_ (2018)

A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR OF THE  
COUNTY OF MAUI TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT  
WITH THE UNITED STATES DEPARTMENT OF THE ARMY (US ARMY)  
REGARDING A FEASIBILITY COST SHARING AGREEMENT (FCSA)  
FOR THE IAO STREAM, MAUI, HAWAII – FLOOD RISK MANAGEMENT

BE IT ORDAINED BY THE PEOPLE OF THE COUNTY OF MAUI:

SECTION 1. Purpose. The County of Maui and the United States Department of the Army (US ARMY) wish to enter into a Feasibility Cost Sharing Agreement (“the Agreement”) to establish the procedures and responsibilities of County of Maui Department of Public Works and the US ARMY for shared study costs related to evaluating design alternatives for the existing Iao Stream Flood Control Project, as more fully described in the “Agreement Between the Department of the Army and County of Maui for the Iao Stream, Maui, Hawaii – Flood Risk Management” attached hereto and incorporated herein by reference as Exhibit “1.”


Section 2.20.020, Maui County Code, provides that, unless authorized by ordinance, the Mayor shall not enter into any intergovernmental agreement or any amendment thereto which places a financial obligation upon the county or any department or agency thereof.

SECTION 2. Council authorization. Pursuant to Section 2.20.020, Maui County Code, the Council of the County of Maui hereby authorizes the Mayor to

execute the Agreement, all other necessary documents relating to the Agreement, and any amendments thereto.

SECTION 3. Effective date. This ordinance shall take effect upon its approval.

APPROVED AS TO FORM  
AND LEGALITY:

  
DAVID A. GALAZIN  
Deputy Corporation Counsel  
County of Maui  
2018-0344  
2018-08-14 Ord IGA Iao Stream Flood Control

AGREEMENT  
BETWEEN  
THE DEPARTMENT OF THE ARMY  
AND  
COUNTY OF MAUI  
FOR THE  
IAO STREAM, MAUI, HAWAII – FLOOD RISK MANAGEMENT

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander for Honolulu District (hereinafter the "District Commander") and the County of Maui Department of Public Works (hereinafter the "Non-Federal Sponsor"), represented by the Director.

WITNESSETH, THAT:

WHEREAS, Section 203 of the Flood Control Act of 1968 (Public Law 90-483) authorizes a project for flood protection and other purposes on Iao Stream (renamed Wailuku River), Wailuku, Maui, Hawaii;

WHEREAS, Section 105(a) of the Water Resources Development Act of 1986, Public Law 99-662, as amended (33 U.S.C. 2215(a)), specifies the cost-sharing requirements; and

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term "Study" means the activities and tasks required to identify and evaluate alternatives and the preparation of a decision document that, as appropriate, recommends a coordinated and implementable solution for addressing the design deficiency issue experienced at the existing Iao Stream Flood Control Project, Wailuku, Maui, Hawaii. The existing project was constructed by the Honolulu District in October 1981 to reduce the risk of destructive floods to the town of Wailuku by channelizing the high velocity flows into the Pacific Ocean.

B. The term "shared study costs" means all costs incurred by the Government and Non-Federal Sponsor after the effective date of this Agreement that are directly related to performance of the Study and cost shared in accordance with the terms of this Agreement. The term includes, but is not necessarily limited to, the Government's costs for preparing the PMP; for plan formulation and evaluation, including costs for economic, engineering, real estate, and environmental analyses; for preparation of a floodplain management plan if undertaken as part of the Study; for

EXHIBIT "1"

preparing and processing the decision document; for supervision and administration; for Agency Technical Review and other review processes required by the Government; and for response to any required Independent External Peer Review; and the Non-Federal Sponsor's creditable costs for in-kind contributions, if any. The term does not include any costs for dispute resolution; participation in the Study Coordination Team; audits; an Independent External Peer Review panel, if required; or negotiating this Agreement.

C. The term "PMP" means the project management plan, and any modifications thereto, developed in consultation with the Non-Federal Sponsor, that specifies the scope, cost, and schedule for Study activities and tasks, including the Non-Federal Sponsor's in-kind contributions, and that guides the performance of the Study.

D. The term "in-kind contributions" means those planning activities (including data collection and other services) that are integral to the Study and would otherwise have been undertaken by the Government for the Study and that are identified in the PMP and performed or provided by the Non-Federal Sponsor after the effective date of this Agreement and in accordance with the PMP.

E. The term "maximum Federal study cost" means the \$1,500,000 Federal cost limit for the Study, unless the Government has approved a higher amount.

F. The term "fiscal year" means one year beginning on October 1<sup>st</sup> and ending on September 30th of the following year.

## ARTICLE II - OBLIGATIONS OF THE PARTIES

A. In accordance with Federal laws, regulations, and policies, the Government shall conduct the Study using funds appropriated by the Congress and funds provided by the Non-Federal Sponsor. The Non-Federal Sponsor shall perform or provide any in-kind contributions in accordance with applicable Federal laws, regulations, and policies.

B. The Non-Federal Sponsor shall contribute 50 percent of the shared study costs in accordance with the provisions of this paragraph and provide required funds in accordance with Article III.

1. No later than 15 calendar days after the effective date of this Agreement, the Non-Federal Sponsor shall provide funds in the amount of \$25,000, for the Government to initiate the Study, including preparation of the PMP. In the event more funds are needed to develop the PMP, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor, and no later than 15 calendar days after such notification, the Non-Federal Sponsor shall provide the full amount of such funds to the Government.

2. As soon as practicable after completion of the PMP, and after considering the estimated amount of credit for in-kind contributions, if any, that will be afforded in accordance

with paragraph C. of this Article, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor to meet its share of shared study costs for the remainder of the initial fiscal year of the Study. No later than 15 calendar days after such notification, the Non-Federal Sponsor shall provide the full amount of such funds to the Government.

3. No later than August 1<sup>st</sup> prior to each subsequent fiscal year of the Study, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor during that fiscal year to meet its cost share. No later than September 1<sup>st</sup> prior to that fiscal year, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government.

C. The Government shall include in shared study costs and credit towards the Non-Federal Sponsor's share of such costs, the costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurs in providing or performing in-kind contributions, including associated supervision and administration. Such costs shall be subject to audit in accordance with Article VI to determine reasonableness, allocability, and allowability, and crediting shall be in accordance with the following procedures, requirements, and limitations:

1. As in-kind contributions are completed and no later than 60 calendar day after such completion, the Non-Federal Sponsor shall provide the Government appropriate documentation, including invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees. Failure to provide such documentation in a timely manner may result in denial of credit. The amount of credit afforded for in-kind contributions shall not exceed the Non-Federal Sponsor's share of shared study costs less the amount of funds provided pursuant to paragraph B.1. of this Article.

2. No credit shall be afforded for interest charges, or any adjustment to reflect changes in price levels between the time the in-kind contributions are completed and credit is afforded; for the value of in-kind contributions obtained at no cost to the Non-Federal Sponsor; for any items provided or performed prior to completion of the PMP; or for costs that exceed the Government's estimate of the cost for such item if it had been performed by the Government.

D. To the extent practicable and in accordance with Federal laws, regulations, and policies, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on solicitations for contracts prior to the Government's issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

E. The Non-Federal Sponsor shall not use Federal Program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the Study. Federal program funds are those



funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

F. Except as provided in paragraph C. of this Article, the Non-Federal Sponsor shall not be entitled to any credit or reimbursement for costs it incurs in performing its responsibilities under this Agreement.

G. In carrying out its obligations under this Agreement, the Non-Federal Sponsor shall comply with all the requirements of applicable Federal laws and implementing regulations, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto.

H. If Independent External Peer Review (IEPR) is required for the Study, the Government shall conduct such review in accordance with Federal laws, regulations, and policies. The Government's costs for an IEPR panel shall not be included in shared study costs or the maximum Federal study cost.

I. In addition to the ongoing, regular discussions of the parties in the delivery of the Study, the Government and the Non-Federal Sponsor may establish a Study Coordination Team to discuss significant issues or actions. The Government's costs for participation on the Study Coordination Team shall not be included in shared study costs, but shall be included in calculating the maximum Federal study cost. The Non-Federal Sponsor's costs for participation on the Study Coordination Team shall not be included in shared study costs and shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

### ARTICLE III - PAYMENT OF FUNDS

A. As of the effective date of this Agreement, shared study costs are projected to be \$1,200,000, with the Government's share of such costs projected to be \$600,000 and the Non-Federal Sponsor's share of such costs projected to be \$600,000. These amounts are estimates only that are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor.

B. The Government shall provide the Non-Federal Sponsor with quarterly reports setting forth the estimated shared study costs and the Government's and Non-Federal Sponsor's estimated shares of such costs; costs incurred by the Government, using both Federal and Non-Federal Sponsor funds, to date; the amount of funds provided by the Non-Federal Sponsor to date; the estimated amount of any creditable in-kind contributions; and the estimated remaining cost of the Study.

C. The Non-Federal Sponsor shall provide to the Government required funds by delivering a check payable to "FAO, USAED, HONOLULU DISTRICT" to the District Commander, or verifying to the satisfaction of the Government that the Non-Federal Sponsor has

deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

D. The Government shall draw from the funds provided by the Non-Federal Sponsor to cover the non-Federal share of shared study costs as those costs are incurred. If the Government determines at any time that additional funds are needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor's required share of shared study costs, the Government shall provide the Non-Federal Sponsor with written notice of the amount of additional funds required. Within 60 calendar days of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional funds.

E. Upon completion of the Study and resolution of all relevant claims and appeals, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the written results of such final accounting. Should the final accounting determine that additional funds are required from the Non-Federal Sponsor, the Non-Federal Sponsor, within 60 calendar days of written notice from the Government, shall provide the Government with the full amount of such additional funds. Should the final accounting determine that the Non-Federal Sponsor has provided funds in excess of its required amount, the Government shall refund the excess amount, subject to the availability of funds. Such final accounting does not limit the Non-Federal Sponsor's responsibility to pay its share of shared study costs, including contract claims or any other liability that may become known after the final accounting.

#### ARTICLE IV - TERMINATION OR SUSPENSION

A. Upon 30 calendar days written notice to the other party, either party may elect at any time, without penalty, to suspend or terminate future performance of the Study. Furthermore, unless an extension is approved by the Assistant Secretary of the Army (Civil Works), the Study may be terminated if a Report of the Chief of Engineers, or, if applicable, a Report of the Director of Civil Works, is not signed for the Study within 3 years after the effective date of this Agreement.

B. In the event of termination, the parties shall conclude their activities relating to the Study. To provide for this eventuality, the Government may reserve a percentage of available funds as a contingency to pay the costs of termination, including any costs of resolution of contract claims, and resolution of contract modifications.

C. Any suspension or termination shall not relieve the parties of liability for any obligation incurred. Any delinquent payment owed by the Non-Federal Sponsor pursuant to this Agreement shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

## ARTICLE V - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

## ARTICLE VI - MAINTENANCE OF RECORDS AND AUDIT

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits of the Study. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits for the Study shall not be included in shared study costs, but shall be included in calculating the maximum Federal study cost.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the request of the Non-Federal Sponsor, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The costs of non-Federal audits shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

## ARTICLE VII - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

## ARTICLE VIII - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by certified mail, with return receipt, as follows:

If to the Non-Federal Sponsor:

**Director  
Department of Public Works  
County of Maui  
200 South High Street, 4<sup>th</sup> Floor  
Wailuku, Hawaii 96793**

If to the Government:

**District Engineer  
U.S. Army Corps of Engineers  
Honolulu District  
Fort Shafter, Hawaii 96858**

B. A party may change the recipient or address for such communications by giving written notice to the other party in the manner provided in this Article.

## ARTICLE IX - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

## ARTICLE X - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

COUNTY OF MAUI

BY: \_\_\_\_\_  
KATHRYN P. SANBORN  
Lieutenant Colonel, U.S. Army

BY: \_\_\_\_\_  
DAVID GOODE  
Director of Public Works

District Commander

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**NO OPTIONS TO BE UTILIZED**



**MODEL AGREEMENT  
FOR  
COST SHARED FEASIBILITY STUDIES  
APRIL 2, 2015  
(with updates as of JUNE 14, 2018)**

**APPLICABILITY AND INSTRUCTIONS:**

1. The attached model feasibility cost sharing agreement (FCSA) must be used for all cost shared feasibility studies of proposed projects that will require specific authorization from Congress; for cost shared general reevaluation studies; and for cost shared feasibility studies of projects authorized without a completed Corps feasibility study.
2. The responsibility for review and approval of a FCSA that does not deviate from the approved model, or for an amendment to the approved April 2, 2015 model to include an approved option to the model, has been delegated to the MSC Commander and may be further delegated to the District Commander. Division Counsel concurrence (or District Counsel concurrence if approval authority is further delegated) that the FCSA, or amendment, does not deviate from the subject model, and is appropriate for use for the particular study, is required prior to approval. In addition, the MSC Commander has been delegated authority to approve non-substantive deviations to the model FCSA. Division Counsel review of such deviations, with a recommendation to approve such deviations, is required prior to approval by the MSC Commander.
3. Reminder: Make all required insertions, including language associated with an option; remove this cover page; remove the open and close brackets and any instructional text; ensure the spacing and page breaks throughout the FCSA are appropriate; if more than one option is used, ensure the Article and paragraph numbering and references therein are correct; and delete the Attachment.
4. The Certificate of Authority, Certification Regarding Lobbying, and the Non-Federal Sponsor's Self-Certification of Financial Capability should be included as a part of the FCSA package. These certificates can found on the Corps' "Project Partnership Agreements" website under the "Forms" tab.

**IAO STREAM FLOOD CONTROL PROJECT  
GENERAL REEVALUATION REPORT  
FEDERAL/NON-FEDERAL ALLOCATION OF FUNDS  
(\$000)**

<b><u>YR.</u></b>	<b><u>TOTAL DESIGN COST</u></b>	<b><u>%</u></b>	<b><u>NON-FED CASH</u></b>	<b><u>FED CASH</u></b>
<b>1</b>	<b>700</b>	<b>58.3</b>	<b>350</b>	<b>350</b>
<b>2</b>	<b>500</b>	<b>41.7</b>	<b>250</b>	<b>250</b>
	<hr/>	<hr/>	<hr/>	<hr/>
<b>Total</b>	<b>1,200</b>	<b>100.0</b>	<b>600</b>	<b>600</b>



## CERTIFICATE OF AUTHORITY

I, \_\_\_\_\_, do hereby certify that I am the principal legal officer of the County of Maui, that the County of Maui is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the County of Maui in connection with the Iao Stream Flood Control Project, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of the Agreement, as required by Section 221 of the Flood Control Act of 1970, as amended (42 U.S.C. 1962d-5b), and that the person who executed the Agreement on behalf of the County of Maui acted within his statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

\_\_\_\_\_  
PATRICK WONG  
CORPORATION COUNSEL

## CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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DAVID GOODE  
DIRECTOR OF PUBLIC WORKS  
COUNTY OF MAUI

DATE: \_\_\_\_\_

**NON-FEDERAL SPONSOR'S  
SELF-CERTIFICATION OF FINANCIAL CAPABILITY  
FOR AGREEMENTS**

I, \_\_\_\_\_, do hereby certify that I am the Finance Director of the County of Maui (the "Non-Federal Sponsor"); that I am aware of the financial obligations of the Non-Federal Sponsor for the Iao Stream, Maui, Hawaii – Flood Risk Management; and that the Non-Federal Sponsor has the financial capability to satisfy the Non-Federal Sponsor's obligations under the Agreement between the Department of the Army and County of Maui for the Iao Stream, Maui, Hawaii – Flood Risk Management.

IN WITNESS WHEREOF, I have made and executed this certification this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BY: \_\_\_\_\_  
MARK WALKER

TITLE: DIRECTOR OF FINANCE


DATE: \_\_\_\_\_

CERTIFICATION OF ADDITIONAL  
REVENUES FOR FISCAL YEAR 2019

I, ALAN M. ARAKAWA, Mayor of the County of Maui, State of Hawaii, pursuant to Section 9-9.1 of the Revised Charter of the County of Maui (1983), as amended, do hereby certify that there is available for appropriation revenue received from anticipated sources but in excess of the budget estimates for Fiscal Year 2019. The amount available for appropriation is:

From Carryover/Savings:

General Fund	\$600,000.00
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ALAN M. ARAKAWA  
Mayor, County of Maui

STATE OF HAWAII                    )  
  ) SS.  
COUNTY OF MAUI                 )

On this 16th day of August, 2018, before me appeared Alan M. Arakawa, to me personally known, who being by me duly sworn did say that he is the Mayor of the County of Maui, a political subdivision of the State of Hawaii, and that the seal affixed to the foregoing instrument is the lawful seal of the said County of Maui, and that the said instrument was signed and sealed on behalf of said County of Maui pursuant to Section 9-18 of the Charter of the County of Maui; and the said ALAN M. ARAKAWA acknowledged the said instrument to be the free act and deed of said County of Maui.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Doc. Date: Updated 8/16/2018 # Pages: 1  
Jennifer Okamura                 Second Circuit  
Doc. Description Certification of  
Additional Revenues for  
Fiscal Year 2019.

Jennifer Okamura   8/16/2018  
Notary Signature                                 Date

NOTARY CERTIFICATION



Jennifer Okamura  
Notary Public, State of Hawaii  
My commission expires: June 29, 2020

