

House District _____

Senate District _____

THE TWENTY-EIGHTH LEGISLATURE
APPLICATION FOR GRANTS
CHAPTER 42F, HAWAII REVISED STATUTES

Log No: _____

For Legislature's Use Only

Type of Grant Request:

GRANT REQUEST - OPERATING

GRANT REQUEST - CAPITAL

"Grant" means an award of state funds by the legislature, by an appropriation to a specified recipient, to support the activities of the recipient and permit the community to benefit from those activities.

"Recipient" means any organization or person receiving a grant.

STATE DEPARTMENT OR AGENCY RELATED TO THIS REQUEST (LEAVE BLANK IF UNKNOWN): _____

STATE PROGRAM I.D. NO. (LEAVE BLANK IF UNKNOWN): _____

1. APPLICANT INFORMATION:

Legal Name of Requesting Organization or Individual:

Kauai Amateur Radio Club
Db: Kauai Amateur Radio Club

Street Address: N/A

Mailing Address: PO Box 3614, Lihue, HI 96766-3614

2. CONTACT PERSON FOR MATTERS INVOLVING THIS APPLICATION :

Name Steven Thatcher

Title President

Phone # 808-652-3706

Fax # N/A

E-mail kmarine@aloha.net

3. TYPE OF BUSINESS ENTITY:

- NON PROFIT CORPORATION INCORPORATED IN HAWAII
- FOR PROFIT CORPORATION INCORPORATED IN HAWAII
- LIMITED LIABILITY COMPANY
- SOLE PROPRIETORSHIP/INDIVIDUAL
- OTHER

501(c)3 Community Organization

6. DESCRIPTIVE TITLE OF APPLICANT'S REQUEST:

Kaua'i Island VHF Repeater Communications Network Improvement

4. FEDERAL TAX ID #: _____

5. STATE TAX ID #: _____

7. AMOUNT OF STATE FUNDS REQUESTED:

FISCAL YEAR 2017: \$ 69,458.12

8. STATUS OF SERVICE DESCRIBED IN THIS REQUEST :

- NEW SERVICE (PRESENTLY DOES NOT EXIST)
- EXISTING SERVICE (PRESENTLY IN OPERATION)

SPECIFY THE AMOUNT BY SOURCES OF FUNDS AVAILABLE
AT THE TIME OF THIS REQUEST:

STATE	\$	<u>0</u>
FEDERAL	\$	<u>0</u>
COUNTY	\$	<u>0</u>
PRIVATE/OTHER	\$	<u>1,186.00</u>

Steven Thatcher, President

NAME & TITLE

18 January 2016

DATE SIGNED



RECEIVED
1/21/16 *na*

Application for Grants

I. Background and Summary

1. Kaua'i Amateur Radio Club (KARC) is a 501(c)3 community organization holding Federal Communications Commission (FCC) license KH6E. KARC has, for some four decades through purely volunteer effort, provided emergency communications in disaster operations. These services are island-wide via the Very High Frequency (VHF) repeater system, as well as overseas via High Frequency (HF) stations, both mobile and stationary. There is a modern capability for interfacing with first responders, the Red Cross, and other disaster response agencies not only by voice, but also by Incident Command System document formats via digital radio. KARC enjoys a long and productive relationship with Civil Defense, Red Cross, and numerous service providers.
2. The Kaua'i Island VHF repeater system, on the whole, is a little over 20 years old. It has been maintained, to date, via private donations and occasional small local grants. As certain sites aged, and another lost its location for unrelated reasons, it became necessary to engage in a system redesign and deployment. The goal of the project is to rebuild the VHF repeater system without overtaxing the volunteer base, with the objective of improving the signal reach into the West and North shores of the island, and improving the redundant reliability of the system by moving sites only accessible by helicopter to locations accessible by four-wheel-drive, and increasing the overall number of sites with the new strategic location on Mt. Kalepa (aka Kalepa Ridge).
3. The need for available, reliable and no-cost communications that are independent of any infrastructure is well-known. Amateur radio in general, and KARC specifically, have always been the last line of communications backup post-disaster. Public services communications are available to anyone.
4. This project will serve, in principle, the entire population of Kaua'i. The VHF repeater system is available to anyone with an FCC license for that frequency; it becomes a controlled net under long-standing protocols in the event of a real disaster.
5. This project will serve the entire island of Kaua'i.

II. Service Summary and Outcomes

1. This project will require the literal replacement of most, or all, of the physical components of four repeater sites. Having done this before in decades past, KARC has a general protocol for such activities. A working group of licensed operators with skills in network administration, tower construction/maintenance, power systems/distribution, and transport come together with a stepped plan, and it gets done.
2. The entire project will take a minimum of one year, and perhaps up to a year and a half, due to seasonal factors.

3. KARC has had an extensive quality assurance protocol in place for the VHF repeater system for many years. The best way to test a repeater system is to run what is called a "net," in which licensed operators get together at a given time on a given day (usually weekly) with one operator designated as the net control station (NCS) to check in, and to verify that individual repeaters and linking are working well...as well as their personal gear. There are presently two nets each week, on Monday evening and Thursday evening. The Thursday net is dedicated to public service (ie., emergency) comms training and connectivity testing.
4. The measure of effectiveness will be the repeater system operating smoothly, reliably, and without the need for any major capital infusion (excepting disastrous loss) for at least ten years. KARC is accustomed to working with Civil Defense and associated agencies, and can accommodate just about any report format requested.

III. Financial

1. The project budget is included as instructed in the separate forms.
2. Applicant (KARC) requests a lump sum distribution. This is because expenses can often be lowered by purchasing certain supplies under time-limiting circumstances, and these amounts can be substantial when referencing high-end, ruggedized communications gear. Internal controls at KARC are strong.
3. KARC is not seeking any other sources of funding for 2017 at this time.
4. KARC has not requested, or received, tax credits of any kind.
5. KARC has received no other grants of any kind for program funding, and has not asked for any.
6. KARC's only liquid asset is its checking account; that balance has historically run around US\$2,000. The present repeater equipment is essentially all past full amortization, and has no residual value although it still works.

IV. Experience and Capability

A. Necessary Skills and Experience

Essentially, the core of KARC is made up of Amateur Extra Class (the highest level of FCC license to be earned) and General Class operators with decades of experience in radio and microwave communications. Any one of them has the necessary technical knowledge to replace a component, but KARC also has the advantage of specific, recognized experts in network administration, as well as first responder, Civil Defense, and Red Cross protocols. There are also experienced tower climbers and Civil Defense EOC operators. These public services have been provided for decades.

B. Facilities

The repeater system is, by its nature, housed in remote sites at higher elevations. All locations at this time are secure in terms of permission to occupy, etc.; however, there is an immediate need to move the repeater station now housed at Wilcox Hospital. A proliferation of antennae on the roof of the hospital, which are indeed necessary for new medical technology to work, are interfering with the stable operation of the VHF radio at that location. KARC has secured a draft lease agreement allowing access and long-term occupation of an appropriate site on Mt. Kalepa. The draft agreement is attached as an addendum to this page.

KARC maintains insurance coverage equal to, or exceeding, the noted requirement in the draft agreement.

V. Personnel: Project Organization and Staffing

This section is not applicable to this project, as there are no staff associated.

VI. Other

A. Litigation

KARC is not a party to any litigation and has no outstanding judgments.

B. Licensure or Accreditation

KARC holds an FCC club license registration under the call sign KH6E, which authorizes KARC to operate the repeater network according to FCC regulations and established communications protocols.

C. Private Educational Institutions

This section is not applicable in this instance.

D. Future Sustainability Plans

KARC recently (in 2015) established a restricted sub-fund to its checking called the "John M. Montalbano Memorial Repeater Fund." It is in memory of John, KH6JMM, who put a great deal of effort and dedication to improving the repeater system and establish strong, productive relationships in the community. This sub-fund is intended to provide a way for private citizens or others to donate a tax-deductible gift to help with the everyday maintenance "little stuff" that requires limited funding from time to time. Experience shows that ten years is a reasonable life expectancy for such systems, and KARC will continue efforts to build a long-term support mechanism so that a small group of persons is not shackled with all the load.

E. Certificate of Good Standing

Attached as an addendum to this page.

CO-LOCATION AGREEMENT

THIS CO-LOCATION AGREEMENT ("Agreement") is entered into on October 1, 2015, effective as of the date provided in Section 1.3 below, by and between MAUNA TOWERS OF HAWAII, a Colorado Limited Liability Company, whose address is 87 Jasper Lake Road, Loveland, Colorado 80537, ("Lessor"), and Kauai Amateur Radio Club whose address is P.O. Box 3614, Lihue, HI 96766 ("Lessee").

1. Co-Location Granted.

1.1 Grant. Lessor is the owner of that certain tower (the "Tower") and one or more accessory buildings (the "Equipment Building/s") at the Kalepa Ridge Tower Site, Hanamaula, Hawaii, situate on the Island of Kauai as shown on Exhibit "A", attached hereto and by reference incorporated herein, hereinafter referred to as the "Premises". Lessor hereby agrees to permit Lessee to install, maintain and operate communication equipment itemized and identified in Exhibit "B" attached hereto (the "Equipment") on the Tower and in the space assigned in the Equipment Building in such manner as approved in advance by Lessor

in writing, subject to all of the following terms, covenants and conditions:

1.2 Nonexclusive Use. Lessee's right to use the Premises shall only be to install, maintain and operate communication equipment itemized and identified in Exhibit "B" and shall be on a nonexclusive basis except for those portions of the Tower and Equipment Building designated for Lessee's exclusive use as shown on Exhibit "C". Lessee shall have no right to use portions of the Premises, Tower, and Equipment Building designated for exclusive use by others, and Lessee's right to use portions of the Premises, Tower and Equipment Building not designated for exclusive use by others shall be on a nonexclusive basis and subject to prior written approval of Lessor.

1.3 Term. This Agreement shall be effective on October 1, 2015 ("Effective Date") and, subject to earlier termination as herein provided, this agreement shall be in force from the effective date hereof until the day immediately preceding October 1, 2016.

1.4 Extension Terms. This Agreement shall

automatically be extended for successive one (1) year terms.

LESSOR or LESSEE may terminate this agreement at any time for any reason, or no reason, by giving the other Party written notice of the intent to terminate at least one hundred and twenty (120) days prior to the intended termination date. The initial term and all extensions shall be collectively referred to as the "Term".

2. Fees.

2.1 Rental Fees. Upon the Effective Date of this Agreement, Lessee shall pay to Lessor an initial annual Rental Fee of TEN DOLLARS (\$10.00), on or before the first day of each annual term in the manner and at such place as Lessor shall designate, without set off or deduction and without notice or demand.

2.2 RENTAL FEE INCREASES. Commencing on the first anniversary of the Effective Date and on each anniversary of such date thereafter during the Term, the rental fee for the succeeding twelve month period shall be calculated by increasing the rental fee for the preceding twelve month period by zero percent (0%).

2.3 Deposits, Fees and Taxes. In addition to the rental fee Lessee shall pay all general excise taxes, and any other such taxes as may be established by the State of Hawaii, measured and payable with respect to Lessor's receipt of gross revenues pursuant to this agreement. In addition to the taxes, fees and deposits payable above, Lessee shall pay it's pro rata share of real property taxes for the Premises as determined by the Lessor.

2.4 Security Deposit. No security deposit will be required.

3. Use.

3.1 Adequacy of Premises for Intended Uses. Lessee represents that it has independently ascertained that the Premises, the Tower, and the Equipment Building are adequate and proper for Lessee's intended use, and Lessee has entered into this agreement based solely upon that independent investigation. Lessor makes no representation concerning the condition of the

Premises, the Tower or the Equipment Building or their adequacy for Lessee's intended use. Lessor has no obligation or duty to Lessee to improve or otherwise upgrade said Premises, Tower or Equipment Building, or access to the Premises. Lessee acknowledges and understands that the road access to the Premises is sometimes unavailable. Lessee further acknowledges and understands that Lessor has no obligation to provide Lessee access to the Premises.

3.2 Installation, Maintenance and Operation of Equipment. Pursuant to Section 1.2 above, Lessee shall install, maintain and operate only the equipment itemized in Exhibit "B". All equipment installation, maintenance and operation conducted by Lessee at the Premises shall be performed by persons qualified to do so. All costs for such installation, maintenance and operation shall be borne wholly by Lessee.

Any replacement or modification of Lessee's equipment or operations at the Premises shall require the prior written approval of the Lessor. Lessee shall submit a written request for such proposed changes to the Lessor at least thirty (30) days prior to such proposed changes. Lessor shall approve or

disapprove such request in writing within fourteen (14) days following receipt of the request. Failing such written approval or disapproval within the fourteen (14) day period, such request shall be deemed approved.

Lessee acknowledges that any such changes in equipment and operation may result in increases in the monthly Rental Fee payable hereunder.

3.3 Cooperation With Other Users. Lessee shall cooperate with other users of the Premises to maximize use of the Tower and Equipment Building. Accordingly, the location(s) and type(s) of antennae, feedlines, combining equipment, and ancillary equipment to be used by Lessee shall be approved in advance by Lessor with the goal of using combining techniques to maximize use of the Premises for the greatest number of users while minimizing interference and Tower wind load. Lessee shall use only well-grounded, non-braided, solid sheath transmission lines, coaxial cable or waveguide between all antennae and electronics. The costs for installing, maintaining and operating all common or shared antennae, feedlines and combining systems on the Premises will be borne by the users of such common or shared antennae, feedlines and combining systems on a cost sharing, pro rata basis

as reasonably determined by Lessor. Notwithstanding Lessee's obligation to cooperate with other users of the Premises, Lessee shall not be required to pay for the fees and/or costs of any other user of the Premises, Tower, and Equipment Building, unless such fees and/or costs are equitably allocated over all users of the Premises, Tower, and Equipment Building.

3.4 Interference. Lessee's Equipment shall at all times be so operated in such a manner as not to cause any interference of any kind with the present or future operations conducted in and from the Premises or other nearby property. In the event that harmful interference is caused or reported by users of electromagnetic transmitting or receiving equipment on any other properties, Lessee, its successors and assigns, will act in a cooperative way to solve the interference problem. This shall include remedial expenditures of time and money for cooperative solutions, and Lessee specifically agrees that, in the event of unsafe operating conditions, interference with the electromagnetic signal of Lessor, its Lessees, or any other users of the Premises, or violations of FCC rules, Lessee will cease operations until the situation is corrected at Lessee's expense. Lessor shall be

indemnified and held harmless by Lessee for any costs, claims for damage or loss, or expenditures of time resulting from any such interference causes or solutions. Lessee understands and agrees that Lessor shall not have any obligation to prevent or solve any such interference problem(s).

3.5 Temporary Removal. If the location or operation of any of the Equipment shall interfere with the installation, operation, alteration or maintenance of the antenna or other equipment of Lessor, its Lessees, other users of the Premises, or any of their successors and assigns, Lessee shall temporarily remove the Equipment and/or otherwise cooperate in a manner deemed acceptable by Lessor for such time as is reasonable for such installation, operation, alteration or maintenance. Lessor shall not be obligated to provide substitute or temporary Tower or Equipment Buildings during any alterations by Lessor or others.

3.6 Rules and Regulations. Lessee shall abide by all present and future federal, state and local regulations pertaining to the installation, maintenance and operation of the Equipment on

the Premises, including without limitation, all nonionizing radiation standards.

3.7 Permits and Licenses. Lessee shall secure at its own expense all licenses and permits required by law, rule, regulation or ordinance. Neither changes in regulations or rules or policies by agencies or persons other than Lessor that affect the operation or use of the Premises, the Tower, the Equipment Building, nor revocation or suspension of any of Lessee's licenses or permits, shall excuse Lessee from its obligations hereunder, and Lessee shall continue to perform hereunder and to make all payments when and as due. Lessee hereby represents that it will obtain the necessary licenses and permits required to install, operate and maintain the Equipment at the Premises. Lessee shall proceed to acquire all required licenses and permits with all due diligence. Lessor shall cooperate and not unreasonably withhold any consents needed to obtain said licenses and permits. Lessee will forward copies of said licenses and permits and any subsequent modifications of those licenses and permits to Lessor before installation, operation or maintenance of equipment is implemented.

3.8 Utility Charges. Lessee shall be responsible for all utilities including, without limitation, electricity, water and sewer, as may be necessary for the operation of the Premises, Tower, and Equipment. Lessee shall cause to be installed a separate meter to record Lessee's consumption of electricity used by Lessee's tower equipment and Lessee's building equipment, and Lessee shall pay the cost of the meter and the cost of the installation thereof, which shall include the cost of switch gear, disconnects, circuit breakers, and any and all other related equipment. Lessee shall be the responsible party to pay for all electric billings associated with Lessee's meter. Upon termination of this Agreement, such electric power equipment shall belong to Lessor, or at the option of Lessor, upon notice to Lessee at its own cost and expense, will remove such items of the electrical power equipment as Lessor shall designate and restore the Premises to the same condition as it was prior to installation of such equipment. Lessor shall not be liable to Lessee for failure of any utility to supply utilities for operation of Lessee's transmitter, antenna, and associated equipment or for any interruption or any deficiency thereof. Lessee shall arrange for and bear the entire

cost of all other utilities used by it including, but not limited to, its pro-rate share of expenses to cool or heat the Equipment Building.

4. Maintenance and Repairs.

4.1 Maintenance and Repair. Lessee will promptly repair all damage to the Premises, the Tower, the Equipment Building, the roads giving access to the Property (if any), or any part thereof, caused by Lessee, its agents or representatives. Lessee shall at all times maintain the Premises, the Tower, and the Equipment Building in good and safe and visually attractive condition and repair and in a manner not dangerous to other persons. Lessee shall keep the Premises free of rubbish and litter. If Lessee fails to maintain the Premises, Tower, and Equipment Building or fails to repair damage to the roads (if any) giving access to the Property which are caused by the Lessee, then Lessor may undertake such repairs at Lessee's expense. Lessor shall not, under any circumstances, be responsible to Lessee for any losses or damage to the Premises, the Tower, or the Equipment Building, or loss of service therefrom, for any reason whatsoever

including, without limitation, damage or loss caused by fire, theft, vandalism, lighting, loss of power, inaccessibility, shutdown of the Premises, Tower and Equipment Building for necessary repairs or maintenance, loss of any FCC license or other act, or interference by any third party.

4.2 Access Road. Lessor has disclosed, and Lessee acknowledges, that there is presently road access to the Premises. If road access to the Premises must be moved or rerouted or reconstructed, or repaired in any way Lessee shall, upon request by Lessor in writing, pay a pro rata share of the cost for the improvement, repair and/or upgrading of the access road from the public road to the Premises. Such pro rata share shall be determined by dividing the cost of such improvement, repair or upgrading by the number of Lessees authorized to use the access road, or by an equitable formula selected by Lessor.

4.3 Cutting and Clearing Vegetation. Lessee hereby acknowledges that the Premises is within a State of Hawaii Conservation District and agrees that any cutting or clearing of vegetation shall be limited only to that which is necessary for

maintaining the Premises and equipment in a safe condition. Lessee agrees to cooperate with other users of the Premises to prevent and control any and all soil erosion. In the event of soil erosion, Lessee agrees to take remedial action to restore the Premises to its original condition.

5. General Provisions.

5.1 Ownership. Lessee's Equipment shall be and remain personal property belonging to Lessee, and the same may be removed by Lessee at any time during the term of this agreement. Lessee shall have no right, title or interest in the Premises, the Tower of the Equipment Building except the use thereof as expressly set forth in this agreement. Lessee's payment of a pro rata share of capitalized and out-of-pocket site development costs pursuant to Section 2.3 above permits the use thereof in accordance with the terms of this agreement, but confers no ownership interests.

5.2 Access. Lessee, its agents and representatives, shall have access to the portions of the Premises, the Tower, and

the Equipment Building not designated for exclusive use by others at any time or hour. Lessor reserves the right to approve all persons authorized by Lessee to have access to the Premises, the Tower, and the Equipment Building, and Lessee shall keep Lessor duly informed in writing as to the names and proper means of identifying the persons who are from time to time authorized by Lessee to have such access. Lessee shall have access only to its own Equipment and the areas of the Premises designated for its use and the common areas designated for the use of all users of the Premises, and under no circumstances will Lessee gain access to other equipment located on the Premises or areas of the Premises, the Tower and the Equipment Building, reserved to the exclusive use of other users, or allow anyone else access to equipment other than its own or its reserved areas of the Tower and the Equipment Building. Lessor shall have access to the Premises, Tower, and Equipment Building at all times and upon reasonable notice may inspect the Lessee's Equipment for compliance with this agreement.

5.3 Insurance. Lessee shall procure and maintain in full force and effect at its own expense commercial general liability insurance insuring Lessee against any liability that may arise from the exercise of its rights hereunder with such

liability insurance naming Lessor as additional insured and having bodily injury policy limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence and THREE MILLION DOLLARS (\$3,000,000.00) aggregate and property damage policy limits of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) per occurrence.

To the extent, if any, that Lessee has an insurable interest in the Tower, Accessory Building, Property or Equipment, Lessee shall maintain at its own expense fire and casualty insurance on the Tower, the Accessory Building, and other items which may be included in Equipment or Property as herein defined naming Lessor as additional insured, in an amount equal the full replacement cost of Lessee's interest and including business interruption coverage insuring for at least a period of twelve (12) months after insured against occurrence.

In the event of a casualty, Lessee shall promptly repair the Tower, Equipment Building, and Equipment, and all insurance proceeds shall be made immediately available for such repair. In no event will the Lessee be excused from its obligations under this Agreement due to casualty.

5.4 Indemnity. Lessee shall indemnify and hold and save Lessor harmless from and against any and all loss, cost, damage, liability or claim thereof, including attorney's fees, for injury or damage to persons or property, including wrongful death, arising out of or in connection with the exercise of its rights hereunder by Lessee, its agents or representatives or any others claiming by, through or under Lessee. Such indemnification shall include without limitation indemnification for any interference by Lessee with operations of others in violation of Section 3.4 above and shall survive expiration or earlier termination of this agreement.

5.5 Default. If monthly rental fees and any other payments due hereunder remain unpaid for a period of ten (10) days or if Lessee makes an assignment for the benefit of creditors, becomes insolvent, or becomes involuntarily or voluntarily bankrupt or otherwise in default or in violation of any term or provision of this Agreement, and fails to correct the default within five (5) days of receipt of written notice from Lessor, Lessor may, at Lessor's sole option, (i) declare the entire unpaid balance payable over the term of this Agreement immediately due

and payable, with interest thereon at the maximum legal rate, or (ii) terminate this Agreement. Additionally, if Lessee is in default of any term or condition herein, Lessor may, no earlier than fifteen (15) days after notice of such default and subject to all applicable regulations of the FCC, disconnect Lessee's Equipment and otherwise prevent its use until Lessee cures the default and pays Lessor the actual costs incurred in disconnecting and reconnecting the Equipment, but not less than ONE HUNDRED DOLLARS (\$100.00). Such disconnection shall not cause a reduction in the amounts due under this Agreement. Lessee shall pay Lessor's reasonable attorney's fee and costs incurred in pursuit of curing said default. In the event Lessor retains legal counsel to enforce any term or provision hereof, the prevailing party shall be entitled to costs of suit and attorney's fees.

5.6 Interest and Cost of Collection. Whenever any sum shall be owed by Lessee to Lessor under the terms of this Agreement and shall not have been paid as and when required by this Agreement, in addition to any other rights and remedies Lessor may possess, Lessor shall be entitled to interest on such delinquent sums at the maximum legal rate from the due date to and

including the date of payment, plus costs of collection, including without limitation attorney's fees.

5.7 Assignments or Sublicensing. Lessee shall not, whether voluntarily, involuntarily or by operation of law, assign, transfer, mortgage, sub-sublicense or otherwise encumber part with possession or encumber all or part of Lessee's interest in this Agreement, any rights hereunder, or in the Premises, the Tower, or the Equipment Building, without the prior written consent of Lessor in each instance, and any attempted assignment, transfer, mortgage, sub-sublicense, or encumbrance without such consent shall be wholly void and shall, at the option of Lessor, constitute a default. Lessor may require (i) full disclosure of the terms and conditions of the assignment, transfer, mortgage, sub-sublicense or other encumbrance, (ii) proof of the financial responsibility and previous experience and intended use of the assignee, transferee, or sublicensee, (iii) an increase in the Rental Fees payable hereunder upon such assignment, transfer, mortgage, sublicense or other encumbrance, and (iv) the payment of reasonable costs associated with such approval, including but not limited to attorney's fees. In the case of an assignment,

transfer or sublicense, Lessor may additionally require renegotiation of any term or provision hereof. It shall not be deemed unreasonable for Lessor to refuse to consent based upon the financial responsibility, previous experience, personal reputation and intended use of the proposed assignee, transferee or sublicensee. Assignment as used herein shall include, without limitation, any sale, assignment or transfer of whatsoever description of any partnership or shareholder interest in Lessee. If Lessee elects to sell, assign or transfer its interest in its communications facility (by way of a sale of assets, sale, transfer or merger of any partnership or shareholder interest in Lessee), Lessee shall include in any agreement of sale, subassignment or transfer, that this Agreement shall be assumed by such purchaser, assignee or transferee, subject, however, to the written consent of Lessor.

5.8 Surrender. Upon expiration or earlier termination of this agreement, Lessee may and, upon Lessor's request, shall remove any or all of its Equipment and help Lessor or any other designee of Lessor to restore the Premises, the Tower and the Equipment Building to their original condition.

5.9 No Recording. This agreement shall not be recorded in the Bureau of Conveyances or the Land Court of the State of Hawaii.

5.10 Paragraph Headings. Paragraph headings used herein are for convenience only and do not limit the scope or meaning of the provisions hereof or otherwise affect the construction thereof.

5.11 Prior Negotiations. This instrument constitutes the entire agreement of the parties hereto and shall supersede all prior offers, negotiations and agreements.

5.12 Amendment. No revision of this agreement shall be valid unless made in writing and signed by the parties hereto.

5.13 Governing Law. This agreement shall be governed by the laws of the State of Hawaii.

5.14 Parties. This agreement shall inure to the benefit of and be binding upon Lessor and Lessee, their respective heirs, personal representatives, permitted successors, successors in trust and permitted assigns.

5.15 Notices. All notices, requests, demands, consents and other communications hereunder shall be in writing and shall be deemed to have been duly given when sent by certified or registered mail, return receipt requested, posted prepaid, addressed as follows:

If to Lessor: MAUNA TOWERS OF HAWAII, LLC

 87 JASPER LAKE ROAD
 LOVELAND, CO 80537

If to Lessee: KAUAI AMATEUR RADIO CLUB

 P.O. Box 3614
 Lihue, HI 96766

or, in each case, to such address as may hereafter have been designated in writing most recently. Any notices or reports so

mailed shall be deemed delivered five (5) business days following any day when the same is mailed as aforesaid.

5.16 Time is of the Essence. The parties agree that time is of the essence of this agreement.

5.17 No Waiver. The waiver of any term, provision, or default under this agreement shall not constitute the waiver of any other term, provision or default.

5.18 Severability. If any part of this agreement shall be adjudged contrary to law, the remaining provisions hereof shall remain in full force and effect.

5.19 Exhibits. All exhibits attached hereto and referenced herein as part of this agreement.

5.20 Arbitration. Whenever this agreement provides that the monthly rental fee is to be determined by arbitration, then such matter shall be determined by one impartial arbitrator mutually acceptable to Lessor and Lessee. If Lessor and Lessee cannot agree upon one such arbitrator, within 10 days, then the

matter shall be determined by three arbitrators, one to be appointed by each of the parties hereto as follows: Lessor and Lessee each shall promptly name one such arbitrator and given written notice thereof to the other party. In case either party shall fail so to do within ten (10) days after such notice of the appointment of the first arbitrator, the party naming the first arbitrator may apply to any person then sitting as judge of the Circuit Court of the Second Circuit of the State of Hawaii for appointment of a second arbitrator. The two arbitrators thus appointed in either manner shall appoint a third arbitrator, and in case of their failure so to do within ten days after appointment of the second arbitrator, either party may have such third arbitrator appointed by such judge. The three arbitrators so appointed shall proceed to determine the monthly sublicense fee, based on the rate paid by similar users of comparable broadcasting sites. The decision of said arbitrators or a majority of them shall be final, conclusive and binding upon Lessor and Lessee.

5.21 Subordinate to License. This agreement is expressly subject and subordinate to all of the provisions of that

certain License Agreement dated October 12, 2010, (herein referred to as "License"), by and between Grove Farm Company, Inc. Licensor, and Hawaiian Telcom, Inc., Licensee and assigned on October 23, 2013 to Mauna Towers of Hawaii, LLC, Licensee, as amended from time to time. Grantee covenants with Grantor that it will comply with all applicable provisions of the License, and will not cause a default under the License. Notwithstanding anything herein to the contrary, this Agreement shall terminate upon the expiration or any earlier termination of the License Agreement. Grantor will provide to Grantee a copy of the License Agreement upon written request by Grantee.

(Remainder of page to remain blank)

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date set forth above.

LESSOR:

Mauna Towers of Hawaii, LLC

By: _____

Victor A. Michael, Jr.

Sole Member

LESSEE:

By: _____

Printed Name: _____

Title: _____

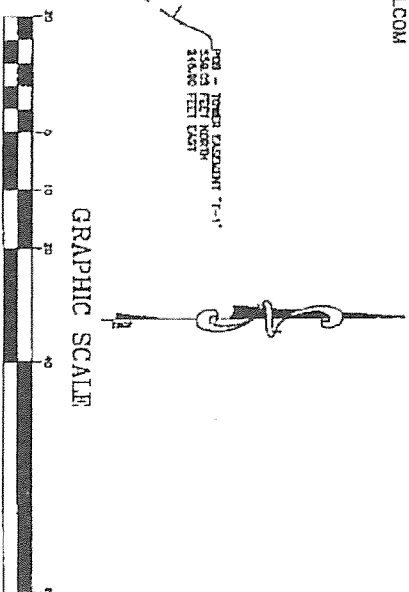
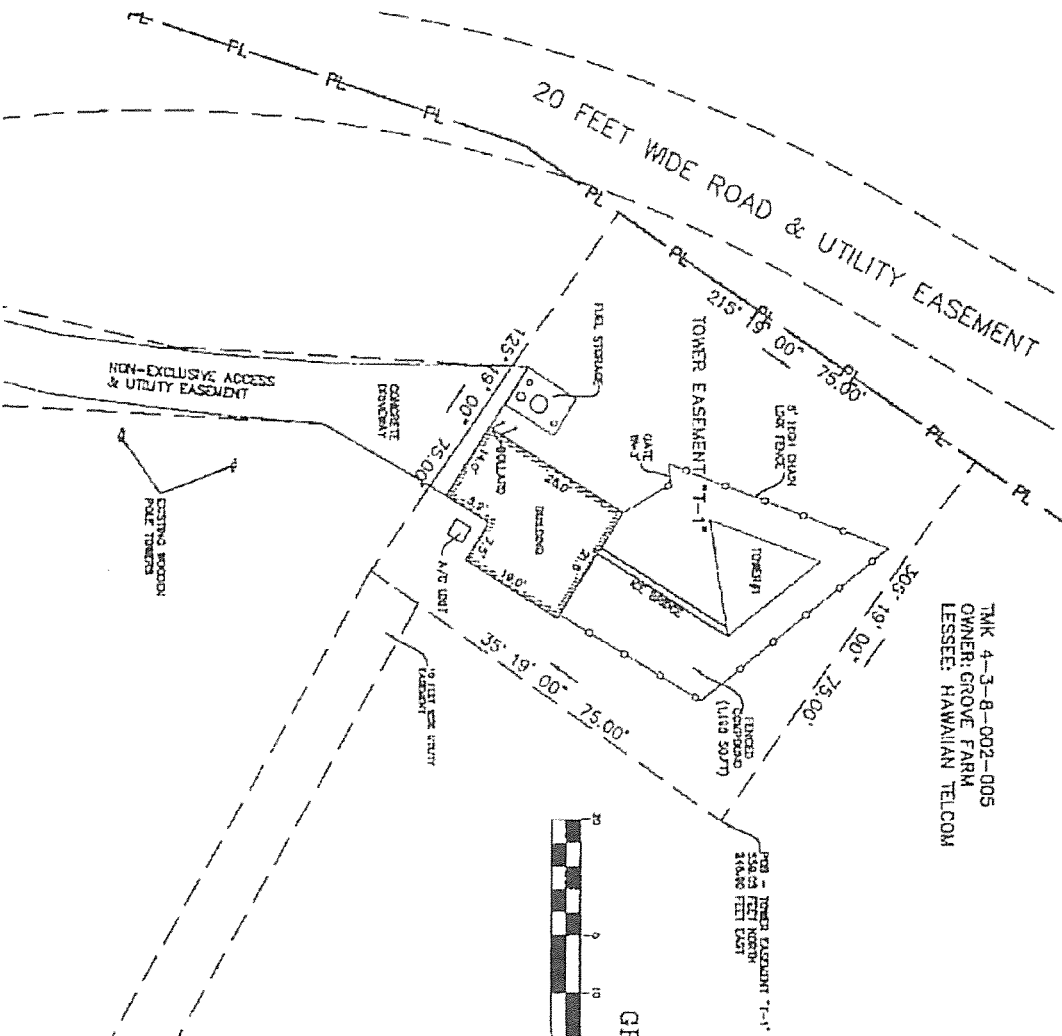
EXHIBIT A

AS-BUILT SURVEY

TKM 4-3-8-002-005
 OWNER: GROVE FARM
 LESSEE: HAWAIIAN TELCOM

PLS. QUOTE THIS NO.

- TOWER EASEMENT "T-1"**
- BEGINNING AT THE EAST CORNER OF THIS TOWER EASEMENT "T-1", THE COORDINATES OF SAID POINT OF BEGINNING REFERRED TO GOVERNMENT SURVEY TRIANGULATION STATION "KALEPA" BEING 598.05 FEET NORTH AND 240.90 FEET EAST WITH AZIMUTH MEASURED CLOCKWISE ABOUT TRUE SOUTH:
1. 1819'00" 75.00 FEET AFFECTING PARCEL 005;
 2. 1251'00" 75.00 FEET AFFECTING PARCEL 005 AND ALONG THE NON-EXCLUSIVE ACCESS & UTILITY EASEMENT;
 3. 2187'00" 75.00 FEET AFFECTING PARCEL 005;
 4. 1057'00" 75.00 FEET AFFECTING PARCEL 005 TO THE POINT OF BEGINNING AND CONTAINING AN AREA OF 5,622 SQ.FT.



I hereby certify to David Tower, LLC and their successors, assigns, heirs, heirs and assigns.



Geoline Surveying, Inc.
 1414 Kalia Road, Suite 200
 Honolulu, HI 96813
 Phone: (808) 943-8222
 Fax: (808) 943-8223
 Email: info@geoline.com

QUALITY CONTROL BY: [Signature]
 CHECKED BY: [Signature]
 SURVEY WORK REPRODUCED BY:

GEOLINE SURVEYING, INC.
 NATIONAL SERVICE CENTER
 1414 KALIA ROAD, SUITE 200
 HONOLULU, HAWAII 96813
 PHONE: (808) 943-8222
 FAX: (808) 943-8223
 EMAIL: INFO@GEOLINE.COM

Exhibit "A"

EXHIBIT B

EQUIPMENT INSTALLED IN THE EQUIPMENT BUILDING:

- (1) Kenwood TKR-750, 146 MHz repeater
- (2) Kenwood TKR-850, 440 MHz control links
- (1) Acrom RC-210 controller
- (1) Cellwave 164 MHz duplexer
- (1) 6-ft rack cabinet

ANTENNA AND APPURTENANCES MOUNTED ON THE TOWER AND THEIR
RESPECTIVE HEIGHT-ABOVE-GROUND (INCLUDING ANY EQUIPMENT
INSTALLATION LOCATED ON THE PREMISES ELSEWHERE THAN THE TOWER):

- (1) 5-ft Fiberglass collinear antenna, 146 MHz
- (2) 11 element 440 MHz Yagi antennas

BUDGET REQUEST BY SOURCE OF FUNDS

Period: July 1, 2016 to June 30, 2017

Applicant: Kauai Amateur Radio Club

BUDGET CATEGORIES	Total State Funds Requested (a)	Total Federal Funds Requested (b)	Total County Funds Requested (c)	Total Private/Other Funds Requested (d)
A. PERSONNEL COST				
1. Salaries	0	0	0	0
2. Payroll Taxes & Assessments	0	0	0	0
3. Fringe Benefits	0	0	0	0
TOTAL PERSONNEL COST	0	0	0	0
B. OTHER CURRENT EXPENSES				
1. Airfare, Inter-Island	0	0	0	0
2. Insurance	0	0	0	0
3. Lease/Rental of Equipment	0	0	0	0
4. Lease/Rental of Space	0	0	0	0
5. Staff Training	0	0	0	0
6. Supplies	0	0	0	0
7. Telecommunication	0	0	0	0
8. Utilities	0	0	0	0
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
TOTAL OTHER CURRENT EXPENSES	0	0	0	0
C. EQUIPMENT PURCHASES	69,458			
D. MOTOR VEHICLE PURCHASES				
E. CAPITAL				
TOTAL (A+B+C+D+E)	69,458			
SOURCES OF FUNDING		Budget Prepared By:		
(a) Total State Funds Requested	69,458	Steven Thatcher		
(b) Total Federal Funds Requested	0	[Redacted]		
(c) Total County Funds Requested	0	808-652-3706		
(d) Total Private/Other Funds Requested	0	Phone		
		18 January 2016		
		Date		
TOTAL BUDGET	69,458	Name and Title (Please type or print)		

BUDGET JUSTIFICATION - PERSONNEL SALARIES AND WAGES

Applicant: Kauai Amateur Radio Club

POSITION TITLE	FULL TIME EQUIVALENT	ANNUAL SALARY A	% OF TIME ALLOCATED TO GRANT REQUEST B	TOTAL STATE FUNDS REQUESTED (A x B)
This section not applicable to this application				
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL:				\$ -

JUSTIFICATION/COMMENTS:

BUDGET JUSTIFICATION - EQUIPMENT AND MOTOR VEHICLES

Period: July 1 2016 to June 30 2017

Applicant: Kauai Amateur Radio Club

DESCRIPTION EQUIPMENT	NO. OF ITEMS	COST PER ITEM	TOTAL COST	TOTAL BUDGETED
Please see attached Schedule B in like format			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
TOTAL:				
JUSTIFICATION/COMMENTS:				

DESCRIPTION OF MOTOR VEHICLE	NO. OF VEHICLES	COST PER VEHICLE	TOTAL COST	TOTAL BUDGETED
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
TOTAL:				
JUSTIFICATION/COMMENTS:				

Schedule B to Budget – Kauai Amateur Radio Club

Nbr Items	Equipment Description	Cost/Item	Total Cost	Total Budgeted
Mt. Kahili Site				
1	Kenwood TKR-750 Repeater (146.920Mhz)	\$ 1,775.00	\$ 1,775.00	\$1,775.00
1	PRD1574 Duplexer	\$ 1,650.00	\$ 1,650.00	\$1,650.00
1	Polyphaser IS-50NX-CI	\$ 73.00	\$ 73.00	\$73.00
1	PC24-NB Repeater-Duplexer Patch Cable	\$ 28.50	\$ 28.50	\$28.50
1	PC24-NN Repeater-Duplexer Patch Cable	\$ 33.25	\$ 33.25	\$33.25
1	PC72-NN Duplexer-Polyphaser Patch Cable	\$ 37.25	\$ 37.25	\$37.25
1	BSL450XL4.5-A Heavy Duty Base Station Antenna, Onnmi, 4.5dB,144 MHz	\$ 359.00	\$ 359.00	\$359.00
1	BSLMNT2 Antenna Mount	\$ 50.00	\$ 50.00	\$50.00
1	SEC-40BRM Rack 40Amp Power Supply	\$ 439.00	\$ 439.00	\$439.00
1	RI-300 Controller with rack chassis	\$ 748.00	\$ 748.00	\$748.00
1	TKR-Cable Controller interface cable	\$ 35.00	\$ 35.00	\$35.00
1	Outdoor Rack Cabinet for Equipment	\$ 3,500.00	\$ 3,500.00	\$3,500.00
1	Kenwood TKR-850 Repeater (440MHZ)	\$ 1,395.00	\$ 1,395.00	\$1,395.00
1	PRD4544 Duplexer	\$ 1,279.00	\$ 1,279.00	\$1,279.00
1	Polyphaser IS-50NX-CI	\$ 73.00	\$ 73.00	\$73.00
1	PC24-NB Repeater-Duplexer Patch Cable	\$ 28.50	\$ 28.50	\$28.50
1	PC24-NN Repeater-Duplexer Patch Cable	\$ 33.25	\$ 33.25	\$33.25
1	PC72-NN Duplexer-Polyphaser Patch Cable	\$ 37.25	\$ 37.25	\$37.25
1	Some type of Heavy Duty Base Station Antenna, Onnmi, 5dB	\$ 500.00	\$ 500.00	\$500.00
1	SEC-40BRM Rack 40Amp Power Supply	\$ 439.00	\$ 439.00	\$439.00
400	ANDREW HELIAX CABLE 1/2" FSJ4RN-50B	\$ 3.18	\$ 1,272.00	\$1,272.00
4	1/2" N Male Positive Stop AL4RPV, LDF4 & HL4RP-50	\$ 24.68	\$ 98.72	\$98.72
4	1/2" N Female Positive Stop AL4RPV and LDF4	\$ 24.68	\$ 98.72	\$98.72
1	TKR-Cable Controller interface cable	\$ 35.00	\$ 35.00	\$35.00
1	System Configuration	\$ 450.00	\$ 450.00	\$450.00
Crater Hill (Kilauea) Site				
1	Kenwood TKR-750 Repeater (146.920Mhz)	\$ 1,775.00	\$ 1,775.00	\$ 1,775.00
1	PRD1574 Duplexer	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00
1	Polyphaser IS-50NX-CI	\$ 73.00	\$ 73.00	\$ 73.00
1	PC24-NB Repeater-Duplexer Patch Cable	\$ 28.50	\$ 28.50	\$ 28.50
1	PC24-NN Repeater-Duplexer Patch Cable	\$ 33.25	\$ 33.25	\$ 33.25
1	PC72-NN Duplexer-Polyphaser Patch Cable	\$ 37.25	\$ 37.25	\$ 37.25
1	BSL450XL4.5-A Heavy Duty Base Station Antenna, Onnmi, 4.5dB,144 MHz	\$ 359.00	\$ 359.00	\$ 359.00

1	BSLMNT2 Antenna Mount	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
1	SEC-40BRM Rack 40Amp Power Supply	\$ 439.00	\$ 439.00	\$ 439.00	\$ 439.00
1	RI-300 Controller with rack chassis	\$ 748.00	\$ 748.00	\$ 748.00	\$ 748.00
1	TKR-Cable Controller interface cable	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00
1	Outdoor Rack Cabinet for Equipment	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
1	Kenwood TKR-850 Repeater (440MHz)	\$ 1,395.00	\$ 1,395.00	\$ 1,395.00	\$ 1,395.00
1	PRD4544 Duplexer	\$ 1,279.00	\$ 1,279.00	\$ 1,279.00	\$ 1,279.00
1	Polyphaser IS-50NX-CI	\$ 73.00	\$ 73.00	\$ 73.00	\$ 73.00
1	PC24-NB Repeater-Duplexer Patch Cable	\$ 28.50	\$ 28.50	\$ 28.50	\$ 28.50
1	PC24-NN Repeater-Duplexer Patch Cable	\$ 33.25	\$ 33.25	\$ 33.25	\$ 33.25
1	PC72-NN Duplexer-Polyphaser Patch Cable	\$ 37.25	\$ 37.25	\$ 37.25	\$ 37.25
1	73347D-A Heavy Duty 7-Element Yagi 410-430MHz	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00
1	SEC-40BRM Rack 40Amp Power Supply	\$ 439.00	\$ 439.00	\$ 439.00	\$ 439.00
200	ANDREW HELIAX CABLE 1/2" FSJ4RN-50B	\$ 3.18	\$ 636.00	\$ 636.00	\$ 636.00
4	1/2" N Male Positive Stop AL4RPV, LDF4 & HL4RP-50	\$ 24.68	\$ 98.72	\$ 98.72	\$ 98.72
4	1/2" N Female Positive Stop AL4RPV and LDF4	\$ 24.68	\$ 98.72	\$ 98.72	\$ 98.72
1	TKR-Cable Controller interface cable	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00
1	System Configuration	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00
Waimea Canyon Site					
1	Kenwood TKR-750 Repeater (146.920Mhz)	\$ 1,775.00	\$ 1,775.00	\$ 1,775.00	\$ 1,775.00
1	PRD1574 Duplexer	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00
1	Polyphaser IS-50NX-CI	\$ 73.00	\$ 73.00	\$ 73.00	\$ 73.00
1	PC24-NB Repeater-Duplexer Patch Cable	\$ 28.50	\$ 28.50	\$ 28.50	\$ 28.50
1	PC24-NN Repeater-Duplexer Patch Cable	\$ 33.25	\$ 33.25	\$ 33.25	\$ 33.25
1	PC72-NN Duplexer-Polyphaser Patch Cable	\$ 37.25	\$ 37.25	\$ 37.25	\$ 37.25
1	BSL450XL4.5-A Heavy Duty Base Station Antenna, Onmi, 4.5dB,144 MHz	\$ 359.00	\$ 359.00	\$ 359.00	\$ 359.00
1	BSLMNT2 Antenna Mount	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
1	SEC-40BRM Rack 40Amp Power Supply	\$ 439.00	\$ 439.00	\$ 439.00	\$ 439.00
1	RI-300 Controller with rack chassis	\$ 748.00	\$ 748.00	\$ 748.00	\$ 748.00
1	TKR-Cable Controller interface cable	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00
1	Outdoor Rack Cabinet for Equipment	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
1	Kenwood TKR-850 Repeater (440MHz)	\$ 1,395.00	\$ 1,395.00	\$ 1,395.00	\$ 1,395.00
1	PRD4544 Duplexer	\$ 1,279.00	\$ 1,279.00	\$ 1,279.00	\$ 1,279.00
1	Polyphaser IS-50NX-CI	\$ 73.00	\$ 73.00	\$ 73.00	\$ 73.00
1	PC24-NB Repeater-Duplexer Patch Cable	\$ 28.50	\$ 28.50	\$ 28.50	\$ 28.50

1	PC24-NN Repeater-Duplexer Patch Cable	\$	33.25	\$	33.25	\$	33.25	\$	33.25
1	PC72-NN Duplexer-Polyphaser Patch Cable	\$	37.25	\$	37.25	\$	37.25	\$	37.25
1	73347D-A Heavy Duty 7-Element Yagi 410-430MHZ	\$	110.00	\$	110.00	\$	110.00	\$	110.00
1	SEC-40BRM Rack 40Amp Power Supply	\$	439.00	\$	439.00	\$	439.00	\$	439.00
500	ANDREW HELIAX CABLE 1/2" FSJ4RN-50B	\$	3.18	\$	1,590.00	\$	1,590.00	\$	1,590.00
4	1/2" N Male Positive Stop AL4RPV, LDF4 & HL4RP-50	\$	24.68	\$	98.72	\$	98.72	\$	98.72
4	1/2" N Female Positive Stop AL4RPV and LDF4	\$	24.68	\$	98.72	\$	98.72	\$	98.72
1	TKR-Cable Controller interface cable	\$	35.00	\$	35.00	\$	35.00	\$	35.00
1	System Configuration	\$	450.00	\$	450.00	\$	450.00	\$	450.00
Mt. Kalepa Site									
1	Kenwood TKR-750 Repeater (146.920Mhz)	\$	1,775.00	\$	1,775.00	\$	1,775.00	\$	1,775.00
1	PRD1574 Duplexer	\$	1,650.00	\$	1,650.00	\$	1,650.00	\$	1,650.00
1	Polyphaser IS-50NX-CI	\$	73.00	\$	73.00	\$	73.00	\$	73.00
1	PC24-NB Repeater-Duplexer Patch Cable	\$	28.50	\$	28.50	\$	28.50	\$	28.50
1	PC24-NN Repeater-Duplexer Patch Cable	\$	33.25	\$	33.25	\$	33.25	\$	33.25
1	PC72-NN Duplexer-Polyphaser Patch Cable	\$	37.25	\$	37.25	\$	37.25	\$	37.25
1	BSL450XL4.5-A Heavy Duty Base Station Antenna, Onnmi, 4.5dB,144 MHZ	\$	359.00	\$	359.00	\$	359.00	\$	359.00
1	BSLMMNT2 Antenna Mount	\$	50.00	\$	50.00	\$	50.00	\$	50.00
1	SEC-40BRM Rack 40Amp Power Supply	\$	439.00	\$	439.00	\$	439.00	\$	439.00
1	RI-300 Controller with rack chassis	\$	748.00	\$	748.00	\$	748.00	\$	748.00
1	TKR-Cable Controller interface cable	\$	35.00	\$	35.00	\$	35.00	\$	35.00
1	Outdoor Rack Cabinet for Equipment	\$	3,500.00	\$	3,500.00	\$	3,500.00	\$	3,500.00
1	Kenwood TKR-850 Repeater (440MHz link to Mt. Kahili)	\$	1,395.00	\$	1,395.00	\$	1,395.00	\$	1,395.00
1	PRD4544 Duplexer	\$	1,279.00	\$	1,279.00	\$	1,279.00	\$	1,279.00
1	Polyphaser IS-50NX-CI	\$	73.00	\$	73.00	\$	73.00	\$	73.00
1	PC24-NB Repeater-Duplexer Patch Cable	\$	28.50	\$	28.50	\$	28.50	\$	28.50
1	PC24-NN Repeater-Duplexer Patch Cable	\$	33.25	\$	33.25	\$	33.25	\$	33.25
1	PC72-NN Duplexer-Polyphaser Patch Cable	\$	37.25	\$	37.25	\$	37.25	\$	37.25
1	73347D-A Heavy Duty 7-Element Yagi 410-430MHZ	\$	110.00	\$	110.00	\$	110.00	\$	110.00
1	SEC-40BRM Rack 40Amp Power Supply	\$	439.00	\$	439.00	\$	439.00	\$	439.00
250	ANDREW HELIAX CABLE 1/2" FSJ4RN-50B	\$	3.18	\$	795.00	\$	795.00	\$	795.00
4	1/2" N Male Positive Stop AL4RPV, LDF4 & HL4RP-50	\$	24.68	\$	98.72	\$	98.72	\$	98.72
4	1/2" N Female Positive Stop AL4RPV and LDF4	\$	24.68	\$	98.72	\$	98.72	\$	98.72
1	TKR-Cable Controller interface cable	\$	35.00	\$	35.00	\$	35.00	\$	35.00
1	System Configuration	\$	450.00	\$	450.00	\$	450.00	\$	450.00

1	Kenwood TKR-850 Repeater (440MHz link to Crater Hill)	\$ 1,395.00	\$ 1,395.00	\$	1,395.00
1	PRD4544 Duplexer	\$ 1,279.00	\$ 1,279.00	\$	1,279.00
1	Polyphaser IS-50NX-CI	\$ 73.00	\$ 73.00	\$	73.00
1	PC24-NB Repeater-Duplexer Patch Cable	\$ 28.50	\$ 28.50	\$	28.50
1	PC24-NN Repeater-Duplexer Patch Cable	\$ 33.25	\$ 33.25	\$	33.25
1	PC72-NN Duplexer-Polyphaser Patch Cable	\$ 37.25	\$ 37.25	\$	37.25
1	73347D-A Heavy Duty 7-Element Yagi 410-430MHz	\$ 110.00	\$ 110.00	\$	110.00
1	SEC-40BRM Rack 40Amp Power Supply	\$ 439.00	\$ 439.00	\$	439.00
250	ANDREW HELIAX CABLE 1/2" FSJ4RN-50B	\$ 3.18	\$ 795.00	\$	795.00
4	1/2" N Male Positive Stop AL4RPV, LDF4 & HL4RP-50	\$ 24.68	\$ 98.72	\$	98.72
4	1/2" N Female Positive Stop AL4RPV and LDF4	\$ 24.68	\$ 98.72	\$	98.72
1	TKR-Cable Controller interface cable	\$ 35.00	\$ 35.00	\$	35.00
1	System Configuration	\$ 450.00	\$ 450.00	\$	450.00
1	Required shipping for all site materials	\$ 6,077.72	\$ 6,077.72	\$	6,077.72
1	Hawaii Excise Tax on purchases	\$ 2,603.20	\$ 2,603.20	\$	2,603.20
	TOTAL			\$	69,458.12

BUDGET JUSTIFICATION - CAPITAL PROJECT DETAILS

Period: July 1, 2016 to June 30, 2017

Applicant: Kaua'i Amateur Radio Club

FUNDING AMOUNT REQUESTED							
TOTAL PROJECT COST	ALL SOURCES OF FUNDS RECEIVED IN PRIOR YEARS		STATE FUNDS REQUESTED	OTHER SOURCES OF FUNDS REQUESTED	FUNDING REQUIRED IN SUCCEEDING YEARS		
	FY: 2014-2015	FY: 2015-2016	FY: 2016-2017	FY: 2016-2017	FY: 2017-2018	FY: 2018-2019	
PLANS	0	0	0	0	0	0	0
LAND ACQUISITION	0	0	0	0	0	0	0
DESIGN							
CONSTRUCTION	0	0	0	0	0	0	0
EQUIPMENT			69,458.12			0	0
TOTAL:			69,458				

JUSTIFICATION/COMMENTS:

Refer to application narrative

GOVERNMENT CONTRACTS AND / OR GRANTS

Applicant: Kauai Amateur Radio Club

Contracts Total: -

	CONTRACT DESCRIPTION	EFFECTIVE DATES	AGENCY	GOVERNMENT ENTITY (U.S. / State / Haw / Hon / Kau / Mau)	CONTRACT VALUE
1	This section not applicable to this application				
2					
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**DECLARATION STATEMENT OF
APPLICANTS FOR GRANTS PURSUANT TO
CHAPTER 42F, HAWAII REVISIED STATUTES**

The undersigned authorized representative of the applicant certifies the following:

- 1) The applicant meets and will comply with all of the following standards for the award of grants pursuant to Section 42F-103, Hawaii Revised Statutes:
 - a) Is licensed or accredited, in accordance with federal, state, or county statutes, rules, or ordinances, to conduct the activities or provide the services for which a grant is awarded;
 - b) Complies with all applicable federal and state laws prohibiting discrimination against any person on the basis of race, color, national origin, religion, creed, sex, age, sexual orientation, or disability;
 - c) Agrees not to use state funds for entertainment or lobbying activities; and
 - d) Allows the state agency to which funds for the grant were appropriated for expenditure, legislative committees and their staff, and the auditor full access to their records, reports, files, and other related documents and information for purposes of monitoring, measuring the effectiveness, and ensuring the proper expenditure of the grant.

- 2) If the applicant is an organization, the applicant meets the following requirements pursuant to Section 42F-103, Hawaii Revised Statutes:
 - a) Is incorporated under the laws of the State; and
 - b) Has bylaws or policies that describe the manner in which the activities or services for which a grant is awarded shall be conducted or provided.

- 3) If the applicant is a non-profit organization, it meets the following requirements pursuant to Section 42F-103, Hawaii Revised Statutes:
 - a) Is determined and designated to be a non-profit organization by the Internal Revenue Service; and
 - b) Has a governing board whose members have no material conflict of interest and serve without compensation.

Pursuant to Section 42F-103, Hawaii Revised Statutes, for grants used for the acquisition of land, when the organization discontinues the activities or services on the land acquired for which the grant was awarded and disposes of the land in fee simple or by lease, the organization shall negotiate with the expending agency for a lump sum or installment repayment to the State of the amount of the grant used for the acquisition of the land.

Further, the undersigned authorized representative certifies that this statement is true and correct to the best of the applicant's knowledge.

Kaua'i A
(Typed Name)

(Signature)

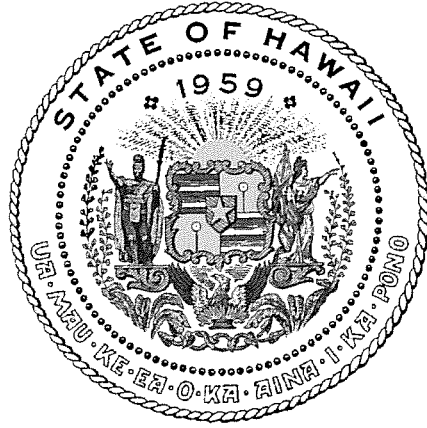
Steven T
(Typed Name)

18 January 2016

(Date)

President

(Title)



Department of Commerce and Consumer Affairs

CERTIFICATE OF GOOD STANDING

I, the undersigned Director of Commerce and Consumer Affairs of the State of Hawaii, do hereby certify that

KAUAI AMATEUR RADIO CLUB

was incorporated under the laws of Hawaii on 11/13/1992 ; that it is an existing nonprofit corporation; and that, as far as the records of this Department reveal, has complied with all of the provisions of the Hawaii Nonprofit Corporations Act, regulating domestic nonprofit corporations.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Department of Commerce and Consumer Affairs, at Honolulu, Hawaii.

Dated: January 20, 2016



Director of Commerce and Consumer Affairs

