

STAFF

Steve Schwabauer, General Manager
Jennifer Spaletta - General Counsel
Shasta Burns - Deputy Secretary
Daniel de Graaf - District Engineer
CPA – Lyndsay George
Budget Manager – Susan Bjork

BOARD OF DIRECTORS

President - Joe Valente
Vice President – Jason Colombini
Secretary – Brady Colburn
Treasurer - Charles Starr II
Director – David Simpson

**NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT
NOTICE OF MEETING AND PUBLIC HEARING AND AGENDA FOR
REGULAR MEETING OF THE BOARD OF DIRECTORS**

Monday, September 28, 2026

2:00 p.m.

**Lodi Grape Festival Grounds- Barrel Room
413 E. Lockeford St, Lodi CA 95240**

The agenda and all noted documentation may be viewed and downloaded at www.nsjwcd.com.org. Requests to receive the agenda and documentation by e-mail may be submitted in writing to the Secretary of the Board. The NSJWCD printed agendas are posted at the District's location of business at: 498 E. Kettleman Lane, Lodi. The District's mailing address is: PO Box 334, Victor CA 95253.

NOTICE: Members of the public may address the Board of Directors concerning any agenda item during the Board's consideration of that item. The public may address non-agenda items at the end of the regular meeting. No action will be taken on those items; however, the Board may agendaize items for future consideration.

1. Call to Order - Roll Call - Acceptance of Agenda

2. Correspondence/Announcements

3. Action Items

Any and all of **the following agenda items are subject to action** being taken by the Board of Directors by motion, resolution or ordinance.

Action items may be added to the agenda upon determination by a majority vote of the Board that an emergency exists, as defined by state law, or by a 2/3 vote of the Board that (1) there is a need to take immediate action; and (2) that the need for action came to the District's attention after the agenda was posted.

A. CONSENT CALENDAR

1. Approval of the Minutes for the Regular Scheduled Board Meeting on August 31, 2026 (*attachment 1*). *Pages 4-6*

B. FINANCIAL/ADMINISTRATIVE

1. Receive and Approve September 2026 NSJWCD Monthly Treasurer's

Report and Summary of Accounts and Transfers (*attachment 2*) pages 9-12

2. Approve Payment of Bills (*attachment 3*)
3. Receive Update on three-month cash flow projection (*attachment 4*) pages 13-14
4. Provide Direction to Staff regarding Draft Demand Management Rules (*attachment 5*)

C. CONTRACTS

1. Authorize General Manager to enter Hydrology Services Agreement with Condor Earth (*attachment 6*) pages 22-40

CI. SYSTEM AND PROJECTS

1. General Manager's Report
2. North System
 - i. Provide Direction to Staff on Potential Emergency Repairs to North Pump Station Bluff Road to prepare for Forecasted 2026/27 El Nino Storms
3. South System
 - i. Discuss Options for South System Improvements North of the Brandt Road Distribution Box (*attachment 7*) pages 40-42
4. Cal-Fed/Woodbridge
 - i. Pump Update
5. Tracy Lake ID

CII. Grant Activity

CIII. Groundwater Charge

CIV. Sustainable Groundwater Management Act/ GWA Activity

CV. MICUP/SJC Mokelumne River Application

CVI. Bay Delta /Healthy Rivers and Landscapes

CVII. Landowner communications

CVIII. Board Planning Calendar

4. Director and Staff Reports

- A. Directors Reports
- B. Committee Reports
- C. Other

5. Public Comment on Items Not on the Agenda

Interested persons in the audience are welcome to introduce any topic within the jurisdiction of the NSJWCD Board. The time allowed for each speaker for comments made by the public is limited to 3 minutes. Matters presented under this agenda item may be discussed, but no action can be taken by the Board at this meeting except as

follows:

- Briefly respond to statements made or questions raised.
- Ask a question for clarification.
- Provide a reference to staff or other resources for factual information.
- Request staff to report back at a subsequent meeting.
- An individual Board member or the Board itself may have the matter placed on a future agenda.

6. Closed Session – 4 items

Closed Session pursuant to Section 54956.9(a) Existing Litigation
CONFERENCE WITH LEGAL COUNSEL – *California Sportfishing Protection Alliance v. Eastern San Joaquin Groundwater Authority, et al., Stanislaus County Superior Court, Case No. CV-20-001720*

Closed Session pursuant to Section 54956.9(a) Existing Proceeding
CONFERENCE WITH LEGAL COUNSEL – *SWRCB Pending Application A029835*

Closed Session pursuant to Section 54956.9(a) Anticipated Litigation – two cases Bay Delta/Flow Proceeding, and one case where facts shall not be disclosed because they are unknown to potential litigants

Closed Session pursuant to Government Code Section 54956.8 Real Property Negotiations– a) North System Easements and Leases – Negotiators are General Counsel Jennifer Spaletta and General Manager Steve Schwabauer for the District and for the landowners, Thomas and Jean Powell, Lodi CA APN 017-250-07, James Patrick and Sandra Marie Hale Trust, 01725008, Karen Somers 01725016 b) South System Recharge Locations Negotiators; and Benjamin and Shirley Goehring Trust APN 05113061- B) South System Main Pipeline Repairs R&R Schatz Properties, Inc. APN 05116003

Return to Open Session

All reportable actions taken in closed session will be announced in open session following the closed session and will be duly noted in the official minutes of the meeting.

7. Motion to Adjourn

Next Regular Meeting October 26, 2026 from 2:00 PM- 4:00 PM

Lodi Grape Festival Grounds- Barrel Room

413 E. Lockeford St, Lodi CA 95240

Action may be taken on any item

Agendas and Minutes may also be found at [http:// www.NSJGroundwater.org](http://www.NSJGroundwater.org)

Note: If you need disability-related modification or accommodation in order to participate in this meeting, please contact North San Joaquin Water Conservation District Staff at (209) 712-1693 at least 48 hours prior to the start of the meeting

President Joe Valente - Area 3
Vice President Jason Colombini - Area 2
Director David Simpson – Area 1
Treasurer Charles Starr – Area 4 -Absent
Secretary Brady Colburn – Area 5

General Counsel Jennifer Spaletta
Special Counsel Roger Masuda - Absent
Daniel deGraaf – District Engineer
Deputy Secretary – Shasta Burns
General Manager – Steve Schwabauer

**NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT
REGULAR MEETING AND CONCURRENT SPECIAL MEETING
OF THE BOARD OF DIRECTORS**

Lodi Grape Festival Grounds – Barrel Room
413 E. Lockeford Street, Lodi, CA

Monday, August 31, 2026

REGULAR MEETING

- 1. Call to Order - Roll Call - Acceptance of Agenda** - The meeting was called to order by President Valente at 2:02 p.m. A motion for the acceptance of the Agenda of August 31, 2026, 2026 made by Vice President Colombini, second by Treasurer Starr. Motion passed 5/0/0.
- 2. Correspondence/Announcements** – Introductions from the public.
- 3. Action Items** Note: Votes recorded as: For/Against/Abstention (name)
 - A.** Hold Public Hearing to form Improvement District 4 - President Valente opened the Public Hearing at 2:04 PM and turned the floor over to General Counsel Spaletta to review details of the formation of Improvement District 4. No member of the public wanted to be addressed on the formation. A motion to close the Public Hearing at 2:16 PM made by Vice President Colombini, second by Secretary Colburn. Motion passed 5/0/0.
 - B. CONSENT CALENDAR**

Approval of the Minutes of the Regular Scheduled Board meeting on July 27, 2026. A motion to approve the meeting of the Regular Scheduled Board Meeting on July 27, 2026 made by Vice President Colombini, second by Director Simpson. Motion passed 5/0/0.
 - C. FINANCIAL MATTERS**
 1. Receive and approve August 2026 NSJWCD Monthly Treasurer's Report and Summary of Accounts and Transfers presented to the board. Accountant, Lyndsay George prepared financial statements for Board action. A motion to approve August 2026 NSJWCD Monthly Treasurer's report, made by Vice President Colombini, second by Secretary Colburn. Motion passed 5/0/0.

2. Approve Payment of Bills. A motion to approve payment of bills listed in the Board meeting packet, made by Vice President Colombini, second by Director Simpson. Motion passed 5/0/0.
3. Receive Update on three-month cash flow projection- Cash Flow Statement handout and the meeting prepared by Budget Manager and presented by General Manager.
4. Approve Application to Add Lands to Improvement District No. 3- A motion to approve **Resolution 2026-13** To Add Lands to Improvement District No. 3 made by Director Simpson, second by Treasurer Starr. Roll call vote: Starr; Aye, Simpson; Aye, Colombini; Aye, Colburn; Aye; Valente; Aye. Motion passed 5/0/0
5. Consider **Resolution 2026-14** – Final Order of the Board of Directors of the North San Joaquin Water Conservation District Forming Improvement District No. 4, to be known as the North Water Users Improvement District, and Levying a Special Assessment – A motion to approve Forming Improvement District No. 4 to be known as the North Water Users Improvement District, and levying a special assessment made by Vice President Colombini, second by Director Simpson. Roll call vote: Starr; Aye, Simpson; Aye, Colombini; Aye, Colburn; Aye; Valente; Aye. Motion passed 5/0/0

D. CONTRACTS

1. Authorize General Manager to enter Finance Agreement to purchase Bobcat T650 and attachments including two buckets and brush cat front mower and Eterra Boom Mower with Bobcat Central of Stockton, CA (\$169,576.90 – zero percent interest for 48 months at \$4,532.85 per month.) – A motion to approve General Manager to enter into Finance Agreement to purchase Bobcat T650 and attachment including two buckets and brush cat front mower and Eterra Boom Mower with Bobcat Central of Stockton, CA (\$169,576.90 – zero percent interest for 48 months at \$4,532.85 per month) and to bring back quote for GPS Locator Service made by President Colombini, second by Director Starr. Motion approved 5/0/0.

E. System and Projects

1. General Manager's Report- Discussion only- General Managers Weekly Update has been posted to the District Website.
2. North System –
 - i. NS Phase 2- Discussion only
3. South System
 - i. Brandt Road Lateral Update – Discussion only.
4. Cal-Fed/Woodbridge –
 - i. Pump Update – Discussion only.
5. Tracy Lake ID- The pump is still being repaired and should be operational by the fall.

- F. Grant Activity- Consero Solutions has provided a Grant and Funding update in

the board meeting packet.

- G.** Groundwater Charge- No update at this time. New information has been sent to the Assessors office for the next fiscal year's Property Tax collection.
- H.** Sustainable Groundwater Management Act/GWA Activity- GWA activity
- I.** MICUP/SJC Mokelumne River Application – Application was accepted by the State Water Resources Control Board and a variety of comments have been received and reviewed at this time.
- J.** Bay Delta Flow Program Update/Healthy River Application – State Water Resources Control Board updated set of amendments to the plan, and counsel is reviewing at this time.
- K.** Landowner Communications – No update at this time.
- L.** Board Planning Calendar – Board reviewed November and December Board Meetings and will be held November 16, 2026 and December 14, 2026 at the Lodi Grape Festival- Barrel Room 2:00 PM.

4. Director and Staff Reports

- A.** Director's Report –No report at this time.
- B.** Committee Reports – No reports at this time.
- C.** Other – No reports at this time.

5. Public Comment – Woodbridge Irrigation is slowing down on diversions at this time.

6. Closed Session – The Board entered closed session at 3:23 pm, and came out of closed session. **Return to Open Session** – President Valente returned the meeting to open session and announced there was no reportable action.

7. Adjournment - Motion to adjourn the NSJWCD Regular Meeting on August 31, 2026 made by Vice President Colombini, second by Director Simpson. Motion passed 5/0/0. Meeting adjourned at 3:55 p.m.

The next regular scheduled Board Meeting September 28, 2026, from 2:00 p.m. - 4:00 p.m.

The above minutes of the North San Joaquin Water Conservation District Board of Directors Meeting of March August 31, 2026.

Respectfully submitted:
Board Clerk- Shasta Burns

North San Joaquin Water Conservation District
Treasurer's Report
September 2026 - Monthly Summary of Accounts
As of September 22, 2026

The chart below is a summary of account information including account balances and transactions since the last scheduled Board meeting (August 2026). The attached reports are prepared by LG A&A Services for the month of September 2026. Additional attachments that follow include accounts payable, recommendations for bill payments and transfers as noted herein.

NSJWCD Accounts Summary - August 22, 2026	Beg Balance with approved transfers	Checks after last meeting	ACH/AutoPay's made after last meeting	Transfer after meeting	Revenue Received after last meeting	Current Balance September 22, 2026	Proposed bills to be paid today	Proposed transfer	Ending balance September 22, 2026
F&M Checking - New	1,034,797.27	(13,772.81)	(87,464.44)		17,393.71	950,953.73	(361,782.15)		589,171.58
F&M ID #3	127,533.83				202.66	127,736.49			127,736.49
F&M Tracy Lake O&M	26,940.33					26,940.33			26,940.33
County GW Fund	526,293.52		(8,061.94)		23,506.40	541,737.98			541,737.98
County Account Fund (GF)	220,315.36				4,437.25	224,752.61			224,752.61
Total	\$ 1,935,880.31	\$ (13,772.81)	\$ (95,526.38)	\$ -	\$ 45,540.02	\$ 1,872,121.14	\$ (361,782.15)	\$ -	\$ 1,510,338.99

Payments After Last Meeting		Revenue Received After Last Meeting		Classes	Proposed Bills To Be Paid Today
ACWA	999.00	Interest	6.21	General Expenses	15,312.29
Adobe	287.88	Creekside - Water	6,540.00	Ground Water	41,440.47
ADP Fees	135.06	County - SGMA Grant #9	10,847.50	O&M - NS	2,945.00
Amazon	381.55			O&M - Recharge	7,548.00
AX2 Auto & Tries	25.87			O&M - SS	347.20
Bobcat Central, Inc.	194.42			Capital - Locust Basin	260,681.65
Direct Pivot Parts	185.61			Capital - NS PH 1B	2,250.00
Dropbox	19.99			Capital - NS PH 2	28,214.54
Kludt Oil	367.90			Capital - SS PH 3	2,606.00
Microsoft	79.70			Capital - SS PH 4	437.00
Onstar	34.99				
O'Reilly Auto Parts	57.33	ID #3 Interest	202.66		
Payroll	26,602.73				
PG&E-01151-5	33,110.09				
PG&E-32763-0	17,886.53				
PG&E-57551-9	5,206.54	Interest	23,506.40		
QuickQuack	24.99				
Security Lock & Key	17.30				
State Compensation	1,073.49	Interest	1,888.42		
The Home Depot	363.90	Property Taxes	2,548.83		
Young's	375.59				
Zoom.US	33.98				
County Ptax True-Up	8,061.94				
Total	95,526.38	Total	45,540.02	Total	361,782.15

1. SEE ATTACHMENT 1 - ACCOUNTS PAYABLE REPORT.

2. CURRENT PAYMENT RECOMMENDATIONS - SEE TABLE BELOW:

ACWA JPIA	105.00	Cyber Insurance Renewal
Arnaudo Construction, Inc.	174,686.00	Locust Tree Basin Progress Payment #2
Consero Solutions	1,285.00	August Services
de Graaf Engineering, Inc.	63,520.66	August Invoice
Fowler Brothers Farming	43,500.65	Orchard/Vineyard/Drip Removal
GEI	6,143.75	August Services - MICUP Task 3
Granberg & Associates	3,150.00	August Services
Hydrofocus	400.00	July Invoice
Kludt Oil	4.69	Late Fee
Lyndsay George	3,927.98	Services 08.16.26 thru 09.15.26
Moore Biological Consultants	16,080.20	August Invoice
Richard Rodriguez Farms	5,300.00	Lakso Weed Abatement/ Teck Work
Sam Berri's Lodi Heavy Haul & Tow	233.20	Tow Bobcat
Shasta Burns	3,324.80	September Invoice
Spaletta Law PC	1,162.50	September Rent
Steve Schwabauer	1,441.47	Tractor Supply Reimbursement
Stoel Rives, LLP	33,395.00	August Services
Wagner & Bonsignore CCE	2,711.25	MICUP - Services thru 08.31.26
Zanjero, Inc.	1,410.00	ET Analysis
Total Payments Proposed	<u>\$ 361,782.15</u>	

3. WARRANTS PAYABLE

- a. \$299,988.17 – F&M Bank

4. ACCOUNTS RECEIVABLE – \$750,997.67

- a. \$ 363,150.76 – San Joaquin County – SGMA Grant - Retention Payments #12-14
b. \$ 257,951.38 – DWR – IRWM Grant – Retention Payments #2-10
c. \$ 54,256.83 – DWR – VA Grant – Retention Payments #1-6 & Invoices #7-8
d. \$ 12,968.40 – Direct Bill Groundwater Charges (Lodi Unified, SJC Office of Ed, Delta College, Micke Grove, Woodbridge Sanitary)
e. \$ 41,780.20 – City of Stockton – MICUP Invoice #2
f. \$ 20,890.10 – Stockton East - MICUP Invoice #2

5. OTHER RECEIVABLES - \$39,550.00 – Refund due from F&M Bank.

\$22,765.85 – PG&E Credit – Cal Fed/Woodbridge

6. CHECKS RECORDED AFTER LAST BOARD MEETING

- Check #20156 – Bobcat Central, Inc. - \$13,216.85 – Sales tax on bobcat purchase
- Check #20157 – Karen Somers - \$555.96 – Prior years GW charge refund

North San Joaquin Water Conservation District
Vendor Balance Summary
All Transactions

	<u>Sep 21, 26</u>
ACWA JPIA	105.00
Arnaudo Construction, Inc.	174,686.00
Consero Solutions	1,285.00
de Graaf Engineering, Inc.	63,520.66
Fowler Brothers Farming, Inc	43,500.65
GEI Consultants	6,143.75
Granberg & Associates	3,150.00
HydroFocus, Inc	400.00
Kludt Oil	4.69
Lyndsay George	3,927.98
Moore Biological Consultants	16,080.20
Richard Rodriguez Farms	5,300.00
Sam Berri's Lodi Heavy Haul & Tow	233.20
Shasta Burns	3,324.80
Spaletta Law PC	1,162.50
Steve Schwabauer	1,441.47
Stoel Rives, LLP	33,395.00
Wagner & Bonsignore CCE	2,711.25
Zanjero, Inc.	1,410.00
TOTAL	<u><u>361,782.15</u></u>

9:11 PM

09/22/26

Accrual Basis

North San Joaquin Water Conservation District

Unpaid Bills by Vendor

All Transactions

Date	Num	Memo	Account	Class	Open Balance
ACWA JPIA					
07/16/2026	0000001453	07.01.26-07.01.27	6135.1 · Liability	-G&A	105.00
Total ACWA JPIA					105.00
Arnaudo Construction, Inc.					
09/21/2026	Locust Tree Basin #2		6115.3 · Groundwork	Capital Outlay:Recharge Locust Tree Basin	174,686.00
Total Arnaudo Construction, Inc.					174,686.00
Consero Solutions					
08/31/2026	2280		6180.3 · Consulting	-G&A	1,285.00
Total Consero Solutions					1,285.00
de Graaf Engineering, Inc.					
09/15/2026	1351	General	6180.4 · Engineering Expense	-G&A	2,336.32
09/15/2026	1351	Operations - North System	6180.4 · Engineering Expense	.Operations:North System O&M	931.00
09/15/2026	1351	Operations - South System	6180.4 · Engineering Expense	.Operations:South System O&M	114.00
09/15/2026	1351	South System PH IIIA	6180.4 · Engineering Expense	Capital Outlay:South System Phase 3	1,216.00
09/15/2026	1351	Locust Tree Basin	6180.4 · Engineering Expense	Capital Outlay:Recharge Locust Tree Basin	36,159.00
09/15/2026	1351	North System Pump Station	6180.4 · Engineering Expense	Capital Outlay:North System Phase 2	10,494.34
09/15/2026	1351	South System General	6180.4 · Engineering Expense	.Operations:South System O&M	9,021.00
09/15/2026	1351	North System General	6180.4 · Engineering Expense	.Operations:North System O&M	2,014.00
09/15/2026	1351	District Wide Revenue Source	6180.4 · Engineering Expense	-G&A	1,235.00
Total de Graaf Engineering, Inc.					63,520.66
Fowler Brothers Farming, Inc					
07/28/2026	3831	Cherry Trees and Drip Line Removal	6115.3 · Groundwork	Capital Outlay:Recharge Locust Tree Basin	24,444.60
07/28/2026	3832	Cherry Trees and Drip Line Removal	6115.3 · Groundwork	Capital Outlay:Recharge Locust Tree Basin	13,170.85
07/28/2026	3834	Vineyard Removal/Drip Line Removal	6115.3 · Groundwork	Capital Outlay:Recharge Locust Tree Basin	2,497.60
09/04/2026	3945	Vineyard Removal	6115.3 · Groundwork	Capital Outlay:Recharge Locust Tree Basin	3,387.60
Total Fowler Brothers Farming, Inc					43,500.65
GEI Consultants					
09/21/2026	003210875	MICUP August 2026 Services - Task 3	6180.14 · MICUP	-Groundwater Management	6,143.75
Total GEI Consultants					6,143.75
Granberg & Associates					
09/01/2026	49	August Services - SGMA Grant	6180.8 · Project Management	Capital Outlay:North System Phase 1B	2,250.00
09/01/2026	49	August Services - IRWM Grant	6180.8 · Project Management	Capital Outlay:South System Phase 3	900.00
Total Granberg & Associates					3,150.00
HydroFocus, Inc					
08/13/2026	5658-47	Billing Period July 2026	6180.5 · Hydrologist	-Groundwater Management	400.00
Total HydroFocus, Inc					400.00
Kludt Oil					
08/31/2026	Stmt 08.31.26	Late Fee	6236.1 · Fuel	-G&A	4.69
Total Kludt Oil					4.69
Lyndsay George					

9:11 PM

09/22/26

Accrual Basis

North San Joaquin Water Conservation District

Unpaid Bills by Vendor

All Transactions

Date	Num	Memo	Account	Class	Open Balance
09/15/2026	1075		6180.1 · Accounting	-G&A	3,927.98
Total Lyndsay George					3,927.98
Moore Biological Consultants					
09/09/2026	4417/08-26	North Pump Station Replacement Project	6180.12 · Biological Consultant	Capital Outlay:North System Phase 2	16,080.20
Total Moore Biological Consultants					16,080.20
Richard Rodriguez Farms					
08/30/2026	0197	Lakso Weed Abatement	6245 · Weed Control	.Operations:Recharge O&M	2,000.00
09/16/2026	0207	Rip cell basin/Stack mainline with backhoe	6205 · Repairs, Ops & Maintenance	.Operations:Recharge O&M	3,300.00
Total Richard Rodriguez Farms					5,300.00
Sam Berri's Lodi Heavy Haul & Tow					
09/16/2026	22841	Move Bobcat to South System Pump	6205 · Repairs, Ops & Maintenance	.Operations:South System O&M	233.20
Total Sam Berri's Lodi Heavy Haul & Tow					233.20
Shasta Burns					
09/15/2026	242	September Invoice	6180.9 · Board Clerk	-G&A	3,000.00
09/17/2026	242 - M	September Invoice	6228 · Travel	-G&A	324.80
Total Shasta Burns					3,324.80
Spaletta Law PC					
09/01/2026		Rent	6142 · Lease Expense	-G&A	1,162.50
Total Spaletta Law PC					1,162.50
Steve Schwabauer					
09/15/2026	Reimbursement	Tractor Supply Rcpt 09.08.26	6215 · Supplies & Small Tools	-Groundwater Management	1,441.47
Total Steve Schwabauer					1,441.47
Stoel Rives, LLP					
09/14/2026	8139939	Groundwater Management	6180.6 · Legal	-Groundwater Management	11,756.00
09/14/2026	8139941	South System Projects	6180.6 · Legal	Capital Outlay:South System Phase 3	490.00
09/14/2026	8139937	CSPA EJ GSP Writ	6180.6 · Legal	-Groundwater Management	8,963.00
09/14/2026	8139938	MICUP Project	6180.6 · Legal	-Groundwater Management	6,743.00
09/14/2026	8139940	North System Projects	6180.6 · Legal	Capital Outlay:North System Phase 2	1,640.00
09/14/2026	8139942	Mokelumne River Water Rights	6180.6 · Legal	-Groundwater Management	147.00
09/14/2026	8139943	General Services	6180.6 · Legal	-G&A	3,166.00
09/14/2026	8139936	Groundwater Bank	6180.6 · Legal	-Groundwater Management	490.00
Total Stoel Rives, LLP					33,395.00
Wagner & Bonsignore CCE					
09/01/2026	09-26-524	Service thru 08.31.26	6180.14 · MICUP	-Groundwater Management	2,711.25
Total Wagner & Bonsignore CCE					2,711.25
Zanjero, Inc.					
09/02/2026	8325	ET Analysis	6180.3 · Consulting	-Groundwater Management	1,410.00
Total Zanjero, Inc.					1,410.00
TOTAL					361,782.15

North San Joaquin Water Conservation District Three Month Cash Statement

For period: October 2026 through December 2026

Balances	October	November	December
Beginning cash balances	\$1,355,662	\$395,692	(\$251,946)
Projected revenues	\$10,417	\$10,417	\$10,417
Projected expenditures	\$970,387	\$658,055	\$638,055
Projected ending cash balances	\$395,692	(\$251,946)	(\$879,584)

Cash projection is insufficient to meet 3 month projected expenditures.

Cash Flow Budget to Actuals

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Cash Flow Budget	911,337	789,087	445,404	970,387	658,055	638,055	250,718	330,718	189,193	189,193	189,193	189,193
Admin Ops	51,586	48,761	44,727	66,463	66,463	66,463	66,463	196,463	66,463	66,463	66,463	66,463
GW Mgmt	50,736	64,812	64,568	61,650	61,650	61,650	111,650	61,650	61,650	61,650	61,650	61,650
NS O&M	29,741	37,404	36,241	18,917	18,917	18,917	18,917	18,917	18,917	18,917	18,917	18,917
Recharge O&M	6,112	79	7,916	10,125	10,125	10,125	10,125	10,125	10,125	10,125	10,125	10,125
SS O&M	80,639	22,497	18,234	19,375	19,375	19,375	19,375	19,375	19,375	19,375	19,375	19,375
WB/Cal-Fed O&M	-	-	-	-	11,525	11,525	11,525	11,525	-	-	-	-
Capital NS Phase 1B	10,713	45,109	2,250	-	-	-	-	-	-	-	-	-
Capital NS Phase 1C	20,387	-	-	-	-	-	-	-	-	-	-	-
Capital NS Phase 2	1,067	19,939	28,215	45,457	-	-	12,663	12,663	12,663	12,663	12,663	12,663
Capital SS Recharge Basin (Locust Tree Basin)	500,200	207,185	260,682	560,000	470,000	450,000	-	-	-	-	-	-
Capital SS Phase 3	8,334	3,156	2,606	188,400	-	-	-	-	-	-	-	-
Capital SS Phase 4 (Brandt Lateral)	42,800	273,684	437	-	-	-	-	-	-	-	-	-
Totals	802,315	722,626	465,875	970,387	658,055	638,055	250,718	330,718	189,193	189,193	189,193	189,193
(Over)/Under	109,022	66,461	(20,471)	-	-	-	-	-	-	-	-	-

Blue = actuals

Green = budget

North San Joaquin Water Conservation District
Three Month Cash Statement

From: Jennifer Spaletta, General Counsel
Steve Schwabauer, General Manager

Question Presented: Should the Board adopt rules for measurement and allocation of groundwater in order to implement demand management?

Staff Recommendation: Yes

Analysis:

The Groundwater Sustainability Plan requires that each GSA implement enforceable demand management programs by 2027. The Board's Demand Management Committee has met several times and developed the attached draft rules for consideration. Rules 1-2 explain the purpose of the rules and set up a process for the District to estimate groundwater use by parcel using ET based measurement during the 2027 water year. The Committee recommends that the Board adopt rules 1-2 at a properly noticed meeting in November.

Rule 3 provides for allocation of three types of "credits" to irrigated lands, and then a Board imposed penalty for groundwater use that exceeds the allocated credits. The Committee recommends that the Board solicit landowner input on the proposed Rule 3 in September through December, with planned adoption in early 2027 after the consultants retained by the East San Joaquin Groundwater Authority complete their work to confirm demand management goals for the subbasin. This work will enable the Board to estimate the allocated credits in the policy with greater certainty.

The attached draft includes rough estimates of allocated credits as follows:

Total irrigated acres in the district (with surface or groundwater) = 85,000 acres

Total acres irrigated with groundwater only = 80,000 acres

Credit Category	District-wide Estimate	Per Acre
Native Yield Credit	80,000 afa	.941 afa per Irrigated Acre
District Recharge Credit	10,000 afa	.125 afa per Groundwater Acre
Transitional Credit	50,000 afa	.625 afa per Groundwater Acre
Total Credits		1.691 afa

These amounts are estimates and subject to change based upon the analysis recommended above.

Fiscal Impact: In the short term, the District will incur consulting and staff expenses to conduct parcel based ET measurement, communicate with landowners and set up the allocation tracking system. These expenses are estimated at \$100,000 per

year. Beginning in 2028, the District will collect additional revenue in the form of penalties under the proposed rules. The penalties will be based on landowner response to the policy and the penalty rate the Board selects. For example, if landowners collectively pump 10,000 afa over the allocated credits, and the Board imposed a \$100 per afa penalty on these extractions, the additional revenue in that year would be \$1,000,000, if all penalties were collected. There will also be uncollectible penalties and costs of enforcement. If the program provides a disincentive for pumping as designed, the penalties should decline over time.

Environmental Review: The program is a fiscal program designed to reduce overall groundwater pumping and achieve groundwater sustainability and is therefore subject to CEQA exemption.

RECOMMENDATION: Staff recommends that the Board set a hearing in November to adopt Rules one and two and seek public input on Rule 3 for adoption after groundwater credits and adopt Rule 3 after an appropriately noticed hearing in early 2023.

North San Joaquin Water Conservation District
Sustainable Groundwater Management Rules and Regulations

1. Purpose

- 1.1. The District elected to be a Groundwater Sustainability Agency (GSA) under the Sustainable Groundwater Management Act (SGMA) to maintain local control of groundwater, achieve groundwater sustainability within the District and greater Eastern San Joaquin Subbasin, and protect the environment and economy of our area.
- 1.2. These rules and regulations will:
 - 1.2.1. Allow the District to collect data to make better groundwater management decisions
 - 1.2.2. Inform decision making by individual landowners regarding groundwater use
 - 1.2.3. Ensure landowners are charged fairly for using groundwater and resulting impacts
 - 1.2.4. Enable the District to implement demand management actions to reduce groundwater use to avoid SGMA defined “Undesirable Results,” such chronic lowering of groundwater levels, which can adversely impact domestic and agricultural wells, groundwater dependent ecosystems and interconnected surface waters.

2. Measuring Groundwater Extraction

2.1. Land Use Code Estimates

- 2.1.1. The District currently estimates groundwater extraction for each parcel, for purposes of the District’s groundwater charge, through the use of tax assessor land use codes and estimated groundwater extraction for each land use code. This practice will continue for the time being.
- 2.1.2. Landowners may submit an appeal to the District and request that the District base their groundwater charges on either (1) landowner provided metered extraction data or (2) the District calculated ET Based Measurement, in lieu of the land use code estimate. The District will evaluate each appeal to ensure the most accurate method is selected based on the given circumstances. If the District accepts the appeal and agrees to use the alternate measurement method, the landowner may not request a different method for three years.

2.2. ET Based Measurement

- 2.2.1. ET Based Measurement is a method to estimate groundwater use on a parcel that relies on satellite imagery to compute evapotranspiration (ET) and identify crop type, accounts for precipitation, surface water use, and assumed irrigation efficiency.

2.2.2. Beginning October 1, 2026, the District will measure groundwater use for each irrigated parcel **5 acres or greater** using ET Based Measurement. This measurement will be performed by an outside consultant. Landowners can register with the District to receive a report of their ET Based Measurement. Reports will be provided electronically only.

2.2.3. Landowners may elect to use their ET Based Measurement of total pumped groundwater for purposes of computation of their groundwater charge, in-lieu of the current method for computing the annual groundwater charge which relies on the Land Use Code Estimate Method. Landowners may only change this election once every three years.

2.3. Meters

2.3.1. Landowners are encouraged, but not required to, install and use meters to measure pumped groundwater and to provide this information to the District for purposes of computing groundwater charges, and for improving the District's data-sets and ET Based Measurement methods. Meter data submitted should be in the form of data generated by a data-recorder and/or pictures of the meter totalizer before and after the irrigation season (preferably by month). All data shall be submitted under penalty of perjury and subject to District review and approval.

2.3.2. The District may require meters in the future for all groundwater extraction or categories of extraction. Landowners are encouraged to plan for this potential future requirement when redeveloping irrigation systems.

2.3.3. Meters used to measure groundwater extraction should meet the following minimum criteria:

2.3.3.1. Installed pursuant to manufacturer's recommendations

2.3.3.2. Accuracy within +/- 10%

2.3.3.3. **[other to be provided by District Engineer]**

3. Penalties for Extraction that Exceeds Groundwater Allocations

3.1. **Authority.** SGMA provides that a GSA may impose civil penalties not to exceed \$500 per acre-foot extracted in excess of the amount that the GSA sets by rule. Water Code section 10732.

3.2. Rationale.

3.2.1. There are currently approximately **80,000 groundwater irrigated acres in the District that pump an average of approximately 2 af/ac of groundwater per year, for an average of 160,000 acre-feet of groundwater extraction [SUBJECT TO CONFIRMATION BY TECHNICAL CONSULTANT].** The subbasin is in a state of overdraft and groundwater levels have generally declined over time.

- 3.2.2. Due to economic factors, many landowners are removing winegrape vineyards and replanting their land to orchards, which require more water. This trend is expected to increase total groundwater extraction in the District during a time when the District needs to be reducing overall groundwater use to correct overdraft conditions.
- 3.2.3. The District is building projects to use and recharge more surface water to offset and reduce groundwater extraction and improve groundwater levels. However, these projects may take several years to complete and also may not be sufficient to prevent Undesirable Results, depending on hydrology and landowner groundwater extraction trends in the interim.
- 3.2.4. For these reasons, the District is establishing rules for allocating groundwater credits and may impose penalties on landowners who extract groundwater in excess of allocated credits. The penalties are designed to encourage landowners to account for groundwater overdraft costs in their crop selection and plan accordingly.
- 3.2.5. The District will only use revenue generated from penalties to fund activities that offset groundwater overdraft, such as purchasing land or easements to reduce groundwater use, purchasing surface water for groundwater recharge, or operating groundwater recharge projects.

3.3. Allocated Credits

- 3.3.1. **Introduction.** Beginning October 1, 2027, the District will allocate three types of credits: (1) Native Yield Credits; (2) District Recharge Credits; and (3) Transitional Credits. The allocation method will vary between the different types of credits as described below.
- 3.3.2. **Farm Unit Aggregation.** On or before August 15, 2027, and each August 15th thereafter, Landowners may apply to the District, on form provided by the District, to aggregate one or more parcels of Irrigated Land, owned or leased by the applicant, into a Farm Unit for purposes of determining if the total average groundwater extraction per acre of the Farm Unit exceeds the aggregated Total Credits for the parcels in the Farm Unit. The District may refuse to approve a Farm Unit, or withdraw Farm Unit approval, if the District determines that the parcel aggregation may result in concentrated groundwater extraction that causes undesirable results.
- 3.3.3. **Native Yield Credits.** The District will allocate Native Yield Credits to all Irrigated Acres in the District as follows:
- 3.3.3.1. The District estimates that the Native Yield in the District is **[CURRENTLY BEING ESTIMATED – LIKELY TO BE 80,000 AFA +/- 20%]**. Native Yield for purposes of this rule is an estimate of the District overlying landowners' share of the natural recharge that occurs, on average, in the Eastern San Joaquin Subbasin, accounting for a variety of factors. The

Native Yield estimate is subject to change based on new information or changed conditions.

3.3.3.2. “Irrigated Acres” (also called “Irrigated Land”) for purposes of allocation of the Native Yield Credit refers to the gross acres in each Assessor’s Parcel Number, for parcels greater than five acres, that has a County Tax Assessor land use code for irrigated agriculture, as of the 2026-27 County Tax Roll. The District may also allocate or elect not to allocate Native Yield to parcels based on whether the ET data shows that the parcel is or is not irrigated.

3.3.3.2.1. Beginning July 1, 2027, Landowners may apply to the District to add “Irrigated Acres” for purposes of receiving a Native Yield Credit for the next water year (beginning October 1st). Applications must be submitted by August 15th of each year for the upcoming water year beginning October 1st following the submittal. The District will approve, deny or approve in part applications based on evidence of actual acres of land irrigated.

3.3.3.3. For example, if the Native Yield is 80,000 AFA and the total number of Irrigated Acres for a given year is 85,000 acres, the Native Yield Credit allocated to each Irrigated Acre for that year will be .941 AF.

3.3.4. This rule regarding the allocation of estimated native yield in the form of Native Yield Credits is a management tool only. It is not a determination of rights and does not prohibit or permit the use of groundwater. Landowners make their own decisions regarding whether or not to irrigate their land with groundwater. Increases in the total number of Irrigated Acres in the District will reduce the allocated Native Yield credit for all Irrigated Acres. Decreases in the total number of Irrigated Acres in the District will increase the allocated Native Yield credit for all Irrigated Acres.

3.3.5. **District Recharge Credits.** The District will allocate District Recharge Credits to all Groundwater Acres, as follows:

3.3.5.1. The District will calculate the Average District Recharge each Water Year based on the running 5-year average of the total number of acre-feet of water the District directly recharged to underground storage during the last five-years.

3.3.5.2. The District will divide the Average District Recharge by the total number of Groundwater Acres, to get the District Recharge Credit per acre.

3.3.5.3. Each Groundwater Acre, that is current with payment of District groundwater charges, will be allocated a District Recharge Credit per acre of that parcel.

3.3.5.4. For example, if the Average District Recharge was 10,000 AFA and 80,000 acres paid Groundwater Charges, the District Recharge Credit would be .125 AF per Groundwater Acre.

3.3.6. **Transitional Credits.** The District will allocate Transitional Credits to all lands that pay Groundwater Charges as follows:

3.3.6.1. The Sustainable Yield in the East San Joaquin Subbasin is currently greater than the allocated Native Yield due to several factors including: (1) many landowners have surface water and do not pump groundwater, and (2) other districts in the subbasin have significant return flows from surface water deliveries that replenish the subbasin and are not currently extracted and used in those other districts. As a result, landowners in the District can extract more than the Native Safe Yield and the District Recharge Credits without contributing to overdraft or causing undesirable results. This amount of additional extraction will be referred to as Transitional Credits and may change over time based on the operations of other landowners and other districts in the subbasin as well as observed groundwater levels and the presence or absence of undesirable results.

3.3.6.2. The District currently estimates that there are **[CURRENTLY BEING ESTIMATED – LIKELY 50,000 AFA +/- 20%]** of Transitional Credits that can be extracted in the District without creating undesirable results.

3.3.6.3. The District will annually assess and set the amount of Transitional Credits, and allocate those credits proportionally in the same manner as it allocates the District Recharge Credit.

3.3.6.4. For example, if the total Transitional Credits are 50,000 AFA and the total number of acres paying groundwater charges is 80,000 acres, the allocated Transitional Credit will be .625 AF/acre.

3.4. **Penalty.**

3.4.1. **Credit Accounting:** At the beginning of each Water Year, the District will sum the Native Yield Credits, Average District Recharge Credits and Transitional Credits for each parcel to get the Total Credits.

3.4.2. **Civil Penalty.** Beginning in Water Year 2028 (beginning October 1, 2027 and ending September 30, 2028), District will impose a civil penalty of at least **\$___ per acre foot and up to \$500** per acre-foot for groundwater extraction in excess of Total Credits, pursuant to the authority provided in Water Code section 10732.

3.4.3. **Method to Assess Penalty.** The District will use ET Based Measurement to determine landowner groundwater extraction for purposes of this rule, unless a landowner provides metered groundwater extraction data or other information that

the District finds more reliable. Excess extraction will be based on a rolling five-year average ET Based Measurement, except that for the first years of this rule, excess extraction will be based on the years of available data, beginning with the 2027 Water Year. For example, the Water Year 2028 penalty assessment will be based on an average of the ET Based Measurement for Water Years 2027 and 2028; the Water Year 2029 penalty assessment will be based on an average of the ET Based Measurement for Water Years 2027, 2028 and 2029, and so on.

- 3.4.4. **Due Process.** The District will provide written notice to landowners regarding proposed imposition of penalties at least thirty days before a public hearing on the imposition of the penalties. Landowners may contest the penalty at the public hearing. The decision of the District after the hearing shall be final.
- 3.4.5. **Discretion.** Whether the District decides to impose the penalty, and in what amount, will vary from year to year based on several factors including but not limited to the costs the District is incurring to correct groundwater overdraft, groundwater levels, hydrology, landowner groundwater use trends, and threatened or actual undesirable results associated with groundwater extraction in the District.
- 3.4.6. **Collection.** The penalty will be in addition to any applicable Groundwater Charges and will be collected by the District. Unpaid penalties are subject to conversion to liens on real property as allowed by law.
- 3.4.7. **Enforcement.** Failure to timely pay the penalties assessed pursuant to this rule shall be subject to enforcement in the discretion of the District including but not limited to a non-payment penalty of 10 percent of the amount due, and interest at the rate of 10% per annum on any unpaid balance, reimbursement of District collection and enforcement costs, and an action in the Superior Court to enjoin further groundwater extraction.

From: Steve Schwabauer, General Manager

ACTION: Authorize Staff to Enter Contract with Condor Earth for Hydrology Services..

DISCUSSION:

Condor Earth provides Hydrology including monitoring groundwater wells and reports for the Eastern San Joaquin Ground Water Basin. Previously the District used Hydrofocus for these services. However, Staff felt that reporting and coordination efficiencies could be achieved by moving the District to Condor Earth given their proximity and familiarity with the District and ESJGWA. Staff negotiated the attached scope with Condor at a significant savings from our last Hydrology contract, largely due to reduced travel times. The attached Scope includes ground water monitoring in the North and South System, Data Analysis and Presentation to the Board and On Call Services totaling \$49,495 per year, over a 50 percent reduction from our last contract.

RECOMMENDATION:

Authorize General Manager enter contract with for 2025ondor Earth /2026 Scope of Services totaling \$49,495.

FISCAL IMPACT: Funded by GW Charge

CONDOR



Proposal to Provide On-Call NSJWCD 2026/2027 Groundwater Monitoring Program Support

Prepared for
North San Joaquin Water Conservation
District (NSJWCD)

Steve Schwabauer
North San Joaquin Water Conservation District
(NSJWCD) General Manager

August 21, 2026

www.CondorEarth.com

ATTACHMENTS

PROPOSAL FOR ON-CALL PROFESSIONAL SERVICES, DATED AUGUST 21, 2026

2026 SCHEDULE OF FEES

PROJECT MANAGER RESUMES:

MICHELINE DOYLE KIPF – PRINCIPAL GEOLOGIST (PG)

CASEY KIPF – SENIOR GEOLOGIST/CERTIFIED HYDROGEOLOGIST (CHG)

JOHN KRAMER, PhD – SENIOR HYDROGEOLOGIST (CHG, CEG)

SUZANNA FELTON – ASSOCIATE ENVIRONMENTAL SPECIALIST



CONDOR EARTH
11344 Coloma Rd., Suite 475
Gold River, CA 95670
916.783.2060
www.condorearth.com

PROPOSAL FOR ON-CALL PROFESSIONAL SERVICES

We are pleased to acknowledge the following work assignment. CONDOR EARTH TECHNOLOGIES, INC., hereinafter referred to as CONDOR, agrees to perform, and CLIENT agrees to pay for services performed in accordance with the scope of work set forth in this WORK ORDER AGREEMENT (AGREEMENT)* This AGREEMENT supersedes any and all negotiations, correspondence, or agreements either written or oral.

Order Received by:	Micheline Doyle Kipf	Date: August 21, 2026
Authorized by:	Steve Schwabauer, General Manager	Project No: 9444
Invoice to:	North San Joaquin Water Conservation District (NSJWCD)	
	498 East Kettleman Lane	
	Lodi, California 95240	
Name of Job:	FY2026/2027 Groundwater Monitoring Program Support	
Location of Job:	North San Joaquin County	

Scope of Work: Dear Mr. Schwabauer,

Condor Earth (Condor) will provide support to the North San Joaquin Water Conservation District (District) related to managed aquifer recharge to the District's North and South System recharge areas. The North System consists of the Costa and Lakso recharge areas and includes five (5) irrigation wells, three (3) monitoring wells, and five (5) recharge basin stilling wells. The South System consists of the Tecklenburg and Miller recharge areas and includes one (1) monitoring well, two (2) irrigation wells, one (1) domestic well, and one (1) recharge basin stilling well. Condor understands that the Miller recharge area, which is monitored by domestic well Miller-1, is no longer active. Condor's support will be based out of our Stockton office and will include the following:

- Task 1: Semiannual water level monitoring of the District's North and South Systems

The depth to water will be measured twice (semi-annually) in the irrigation and monitoring wells. Pressure transducers will be installed in up to five (5) wells and data will be downloaded from the transducers during scheduled monitoring events. Pond staff gauge readings will also be recorded when the recharge areas contain measurable water during the scheduled events or other site visits. This task proposes targeted basin infiltration evaluations and includes time for additional site visits to install pressure transducers in recharge areas, download transducer data, or perform otherwise unscheduled/on-demand monitoring and maintenance. Deployed transducers will be charged based on monthly rental fees during the first year of monitoring. The District will not be charged transducer rental fees after Condor's procurement costs for the equipment have been recovered (if applicable).

Task 1 Estimated Total - \$21,074

- Task 2: Data Compilation, Analysis, and Presentation

Condor will compile and review the data obtained during the monitoring period in preparation for the annual report and an in-person presentation to the District's Board of Directors.

Task 2 Estimated Total - \$18,421

- Task 3: On-Call Services

Condor will provide on-call services to the District upon request, which may include basin infiltration studies for the recharge areas, recommendations for changes to the monitoring networks or monitoring schedules.

Task 3 Estimated Total - \$10,000



CONDOR EARTH
11344 Coloma Rd., Suite 475
Gold River, CA 95670
916.783.2060
www.condorearth.com

Condor Earth understands that the execution of a Purchase Order does not constitute a Notice-to-Proceed (NTP) for the work described herein. Other duties (Task 3) to be provided by Condor shall be further defined, and authorized, by the District through the issuance of specific scope of work and corresponding NTPs, subject to the total not-to-exceed amount of the Purchase Order. The District must authorize additional duties per Task 3 in writing and issue an NTP prior to commencement of services by the Consultant.

Condor will perform requested services as described herein on a time and material basis for a total of \$49,495.

If you have any questions regarding this proposal, or if you require additional information, please call me at 209.601.2049. I can also be reached via email at mkipf@condorearth.com.

Limitations: Condor will not conduct field services if field staff determine a health and safety issue exists at a monitoring location. Condor will not be liable for lost/stuck equipment or well damage as the result of the same.

* The "Terms for Environmental Consulting Services" are part of this AGREEMENT. All Condor licensed engineers and geologists are covered by Condor's professional liability insurance policy.

* Fee schedule, if attached, is considered part of this AGREEMENT.

The parties have read the foregoing, understand completely the terms, and willingly enter into this AGREEMENT effective on the date signed below by CLIENT.

NORTH SAN JOAQUIN WATER
CONSERVATION DISTRICT

CONDOR EARTH TECHNOLOGIES, INC.

By:

By:

Printed Name:

Printed Name: Micheline Doyle Kipf

Position:

Position: Environmental Services Manager

Date:

Date: 8/21/2026

License No.: CA PG # 8385

[https://condorearth.sharepoint.com/sites/Project/Shared Documents/9000_prj/9444 NSJWCD Groundwater Monitoring Jan-02 Support/Contracts_Proposals_CE/WOP 20260820 NSJWCD GW Support.docx](https://condorearth.sharepoint.com/sites/Project/Shared%20Documents/9000_prj/9444%20NSJWCD%20Groundwater%20Monitoring%20Jan-02%20Support/Contracts_Proposals_CE/WOP%2020260820%20NSJWCD%20GW%20Support.docx)

TERMS FOR ENVIRONMENTAL CONSULTING SERVICES

1. SERVICES PROVIDED/DUTIES AND LIMITATIONS

- a) CONDOR shall perform or cause to be performed those services as set forth in approved Work Order(s) and incorporated herein by reference.
- b) Independent Consultant Status - Except as may otherwise be noted herein, CONDOR shall serve as an independent consultant to CLIENT and shall have control over and be responsible for the means and methods for providing services under this Agreement. It is specifically understood that, irrespective of any assignability provisions, CONDOR may retain subcontractors to perform services usually performed by subcontractors and, should CONDOR determine it appropriate or necessary to rely on a subcontractor where it is not customary to do so, CONDOR shall obtain prior written approval or subsequent written confirmation from CLIENT.
- c) Maintenance of Professional Standards and Ethics - CLIENT recognizes that CONDOR's services in all cases must be rendered in accordance with prevailing professional standards and ethics, as well as certain laws or regulations that apply specifically to CONDOR.
- d) Standard of Care - Services performed by CONDOR under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.
- e) Reports - If directed by CLIENT in writing, CONDOR shall provide CLIENT with monthly progress reports summarizing the work performed under this Agreement. Such reports shall be in writing and furnished to CLIENT by the tenth day of each month. CONDOR shall also provide CLIENT with such other reports concerning CONDOR's work progress as CLIENT, in its reasonable discretion, may deem necessary.
- f) Consequential Damages - CLIENT shall not be liable to CONDOR and CONDOR shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the CLIENT or CONDOR, their employees, agents or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.
- g) Limitation of Liability - CLIENT agrees to limit CONDOR's liability to CLIENT and all third parties and construction contractors arising from CONDOR's professional acts, errors or omissions, such that the total aggregate liability of CONDOR to all those named shall not exceed \$10,000 or CONDOR's total fee for the services rendered under a Work Order, whichever is greater. (If CLIENT wishes to discuss higher limits and the charges involved, he should speak with CONDOR.) CLIENT further agrees to limit CONDOR's liability to the same amount for contractors and his subcontractors retained by CLIENT and require an identical limitation of CONDOR's liability for damages suffered by the contractor or the subcontractors arising from CONDOR's professional acts, errors or omissions. Neither the contractor nor any of his subcontractors assumes any liability for damages to others which may arise on account of CONDOR's professional acts, errors or omissions, except as otherwise stipulated herein. CONDOR maintains professional liability insurance coverage for CONDOR's professional services.
- h) Notification of Hazardous Materials - When hazardous materials are known, assumed or suspected to exist at a site, CONDOR is required to take appropriate precautions to protect the health and safety of its personnel, to comply with applicable laws and regulations, and to follow procedures that CONDOR deems prudent to minimize physical risks to employees and the public. CLIENT hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he has so informed CONDOR. CLIENT also warrants that he has done his best to inform CONDOR of such known or suspected hazardous materials' type quantity and location.

2. COMPENSATION AND EXPENSES

- a) Fees - CLIENT shall pay compensation for CONDOR's services and shall pay for CONDOR's reasonable costs incurred in performing the services required by this Agreement as set forth in approved Work Orders. CLIENT agrees that CONDOR's current fee schedule will be the basis for all time-and-materials charges. CLIENT agrees that CONDOR may revise the fee schedule annually. CLIENT will be notified in writing of fee schedule changes.
- b) Timely Payment - CLIENT recognizes that time is of the essence with respect to payment of CONDOR's invoices and that timely payment is a material part of the consideration of this Agreement. If CLIENT objects to all or any portion of any invoice, CLIENT will so notify CONDOR in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. CLIENT shall pay CONDOR for services performed in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the approved Work Order and this Agreement. Invoices will be submitted by CONDOR from time to time, but no more frequently than every two (2) weeks, and shall be due and payable within thirty (30) calendar days of invoice date.

CLIENT shall pay an additional charge of one-and-one-half percent (1.5%) (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by CONDOR more than thirty (30) calendar days from the date of the invoice. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount. Payment of invoices is in no case subject to unilateral discounting or set-offs by CLIENT.

If CLIENT fails to pay invoiced amounts within thirty (30) calendar days of the date of the invoice, CONDOR may at any time, without waiving any other claim against CLIENT and without thereby incurring any liability to CLIENT, suspend this Agreement (as provided for in Section 8, Suspension) or terminate this Agreement (as provided for in Section 9, Termination). In the event legal action is initiated to enforce payment of any invoiced amounts under this Agreement, CLIENT agrees to pay reasonable expenses to collect payment, including court costs and attorney fees.

- c) Books of Account - CONDOR shall maintain books and accounts of all charges in accordance with generally accepted accounting principles. At all times during the performance of CONDOR's duties and for a period of one (1) year after completion thereof, CLIENT shall, upon reasonable notice and during business hours, have access to said books and accounts to the extent necessary to verify all charges and costs of CONDOR.



- d) Changed Conditions - CLIENT has relied on CONDOR's judgment in establishing the geotechnical engineering workscope and fee for this project, given the project's nature and risks. CLIENT shall therefore rely on CONDOR's judgment as to the continued adequacy of this Agreement in light of occurrences or discoveries that were not originally contemplated by or known to CONDOR. Should CONDOR call for contract renegotiation, CONDOR shall identify the changed conditions which in CONDOR's professional judgment make such renegotiation necessary, and CONDOR and CLIENT shall promptly and in good faith enter into renegotiation of this Agreement to permit CONDOR to continue to meet CLIENT's needs. If renegotiated terms cannot be agreed to, CLIENT agrees that CONDOR has an absolute right to terminate this Agreement.

3. DELAYS

In the event that CONDOR's field or technical work is interrupted due to causes beyond its control, CONDOR shall be compensated for the labor, equipment and other costs CONDOR incurs in order to maintain its workforce for CLIENT's benefit during the interruption, or at CLIENT's option, the various costs CONDOR incurs for demobilization and subsequent remobilization. Compensation to CONDOR shall be based upon CONDOR's current fee schedule and expense reimbursement policy. Except for the foregoing provision, neither party shall hold the other responsible for damages or delays in performance caused by acts of God or other circumstances beyond the control of the other party, and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, acts of God and other circumstances include, but are not necessarily limited to, unusual weather, floods, epidemics, war, riots, strikes, lockouts or other industrial disturbances, protest demonstrations, unanticipated site conditions, or inability, despite reasonable diligence, to supply personnel, equipment or material to the project. Should such acts occur, CLIENT and CONDOR shall utilize their best efforts to overcome the resulting difficulties and resume conduct of services called for herein as soon as reasonably possible. Delays within the scope of this provision that cumulatively exceed forty-five (45) calendar days shall, at the option of either party, make this Agreement subject to renegotiation or termination.

4. CONFIDENTIALITY

- a) CONDOR agrees to keep confidential and not to disclose to any person or entity, other than CONDOR's employees and subcontractors, without the prior consent of CLIENT, all data and information not previously known to and generated by CONDOR, or furnished to CONDOR and marked CONFIDENTIAL by CLIENT in the course of CONDOR's performance hereunder; provided, however, that this provision shall not apply to data which are in the public domain, or were previously known to CONDOR, or which were acquired by CONDOR independently from third parties not under any obligation to CLIENT to keep said data and information confidential. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONDOR, nor shall they be interpreted to in any way restrict CONDOR from complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction. CLIENT agrees that CONDOR may use and publish CLIENT's name and a general description of CONDOR's services with respect to the project in describing CONDOR's experience and qualifications to other clients and prospective clients. CLIENT also agrees that any patentable or copyrightable concepts developed by CONDOR as a consequence of its service hereunder are the sole and exclusive property of CONDOR.
- b) The technical and pricing information contained in any proposal submitted by CONDOR as to this project, or in this Agreement or any addendum thereto, is to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of CONDOR.

5. INDEMNIFICATION PROVISIONS/RISKS

- a) Scope of Services - CLIENT recognizes that geotechnical engineering and environmental consulting for a given project begins with development of a scope of services specifically for that project, reflecting the preferences of both CLIENT and CONDOR. The scope of services for this project was developed by a party other than CONDOR, and thus CONDOR can make no claims as to its adequacy, since CONDOR was not involved in or privy to the information and considerations that it reflects. Accordingly, CONDOR is forced to assume that the scope of services is fully adequate for CLIENT's purposes, since CLIENT issued the workscope, and CONDOR assumes further that CLIENT has an alternative source from which to obtain any needed or desired services not listed. Accordingly, CLIENT waives any claim against CONDOR, and agrees to defend, indemnify and hold CONDOR harmless from any claim or liability for injury or loss allegedly arising from CONDOR's failure to perform services limited by or not included in the CLIENT-provided scope of services. CLIENT also agrees to compensate CONDOR for any time spent or expenses incurred by CONDOR in defense of any such claim, in accordance with CONDOR's current fee schedule and expense reimbursement policy.
- b) Information Provided By Others - CONDOR shall indicate to CLIENT the information needed for rendering of service hereunder, and CLIENT shall provide to CONDOR such information as is available to CLIENT. CLIENT recognizes that it is impossible for CONDOR to assure sufficiency of such information, either because it is impossible to do so, or because of errors or omissions that may have occurred in assembling the information. Accordingly, CLIENT waives any claim against CONDOR, and agrees to defend, indemnify and hold CONDOR harmless from any claim or liability for injury or loss allegedly arising from errors, omissions or inaccuracies in documents or other information provided to CONDOR by CLIENT. Further, CLIENT agrees to compensate CONDOR for any time spent or expense incurred by CONDOR in defense of any claim, with such compensation to be based upon CONDOR's current fee schedule and expense reimbursement policy.
- c) Right to Enter - CLIENT shall provide for CONDOR's right to enter from time to time property owned by CLIENT and/or other(s) in order for CONDOR to fulfill the scope of services indicated hereunder. CLIENT understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not part of this Agreement. CLIENT also understands that the discovery of certain conditions and/or taking preventive measures relative to these conditions may result in a reduction of the property's value. Accordingly, CLIENT waives any claim against CONDOR, and agrees to defend, indemnify and hold CONDOR harmless from any claim or liability for injury or loss allegedly arising from procedures associated with subsurface exploration activities or discovery of hazardous materials or suspected hazardous materials. In addition, CLIENT agrees to compensate CONDOR for any time spent or expenses incurred by CONDOR in defense of any such claim, with compensation to be based upon CONDOR's current fee schedule and expense reimbursement policy.
- d) Buried Utilities - CLIENT will furnish to CONDOR information identifying the type and location of utility lines and other man-made objects beneath the site's surface. CONDOR will take reasonable precautions to avoid damaging these man-made objects and will, prior to penetrating



the site's surface, furnish to CLIENT a plan indicating the locations intended for these penetrations with respect to which CONDOR has been told are the locations of utilities and other man-made objects beneath the site's surface. CLIENT will approve the location of these penetrations prior to their being made and CLIENT will authorize CONDOR to proceed. CLIENT agrees to waive any claim against CONDOR, and to defend, indemnify and hold CONDOR harmless from any claim or liability for injury or loss allegedly arising from CONDOR's damaging underground utilities or other man-made objects that were not called to CONDOR's attention or which were not properly located on plans furnished to CONDOR. CLIENT further agrees to compensate CONDOR for any time spent or expenses incurred by CONDOR in defense of any such claim, in accordance with CONDOR's current fee schedule and expense reimbursement policy.

- e) Jobsite Safety - Insofar as jobsite safety is concerned, CONDOR is responsible solely for CONDOR's employees' activities on the jobsite, but this shall not be construed to relieve CLIENT or any construction contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of CONDOR, nor the presence of CONDOR employees and subcontractors, shall be construed to imply CONDOR has any responsibility for methods of work performance, superintendence, sequencing of construction, or safety in, on or about the jobsite. CONDOR shall not have the responsibility, authority or ability to remove or correct jobsite hazards. CLIENT agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the CLIENT's agreement with the General Contractor. CLIENT also warrants that CONDOR shall be made an additional insured under the General Contractor's general liability insurance policy.
- f) Aquifer Contamination - Subsurface sampling may result in unavoidable contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous materials off-site. Because nothing can be done to eliminate the risk of such an occurrence, and because subsurface sampling is a necessary aspect of the work which CONDOR will perform on CLIENT's behalf, CLIENT waives any claim against CONDOR, and agrees to defend, indemnify and hold CONDOR harmless from any claim or liability for injury or loss which may arise as a result of alleged cross-contamination caused by sampling. CLIENT further agrees to compensate CONDOR for any time spent or expenses incurred by CONDOR in defense of any such claim, in accordance with CONDOR's current fee schedule and expense reimbursement policy.
- g) Discovery of Unanticipated Hazardous Materials - Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. CONDOR and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. CONDOR and CLIENT also agree that the discovery of unanticipated hazardous materials will make it necessary for CONDOR to take immediate measures to protect human health and safety, and/or the environment. CONDOR agrees to notify CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. CLIENT encourages CONDOR to take any and all measures that in CONDOR's professional opinion are justified to preserve and protect the health and safety of CONDOR's personnel and the public, and/or the environment, and CLIENT agrees to compensate CONDOR for the additional cost of such work. In addition, CLIENT waives any claim against CONDOR, and agrees to indemnify, defend and hold CONDOR harmless from any claim or liability for injury or loss arising from CONDOR's encountering of unanticipated hazardous materials or suspected hazardous materials. CLIENT also agrees to compensate CONDOR for any time spent and expenses incurred by CONDOR in defense of any such claim, with such compensation to be based upon CONDOR's current fee schedule and expense reimbursement policy.
- h) Naturally Occurring Asbestos (NOA) - CLIENT waives any claim against CONDOR, and agrees to defend, indemnify and hold CONDOR harmless from any claim or liability for injury or loss which may arise as a result of NOA. CLIENT further agrees to compensate CONDOR for any time spent or expenses incurred by CONDOR in defense of any such claim, in accordance with CONDOR's current fee schedule and expense reimbursement policy.
- i) Disposal of Samples - Soil, rock, water and/or other samples obtained from the Project site are the property of CLIENT. CONDOR shall preserve such samples for no longer than forty-five (45) calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. Should any of these samples be contaminated by hazardous substances or suspected hazardous substances, it is CLIENT's responsibility to select and arrange for lawful disposal procedures, that is, procedures which encompass removing the contaminated samples from CONDOR's custody and transporting them to a disposal site. CLIENT is advised that, in all cases, prudence and good judgment should be applied in selecting and arranging for lawful disposal procedures.

Due to the risks to which CONDOR is exposed, CLIENT agrees to waive any claim against CONDOR, and to defend, indemnify and hold CONDOR harmless from any claim or liability for injury or loss arising from CONDOR's containing, labeling, transporting, testing, storing or other handling of contaminated samples. CLIENT also agrees to compensate CONDOR for any time spent and expenses incurred by CONDOR in defense of any such claim, with such compensation to be based upon CONDOR's current fee schedule and expense reimbursement policy.

- j) Drill Cuttings and Fluids - CLIENT recognizes that, when it is known, assumed or suspected that hazardous materials exist beneath the surface of the project site, certain waste materials, such as drill cuttings and drilling fluids, should be handled as if contaminated. Accordingly, to protect human health and safety as well as the environment, CONDOR will appropriately contain and label such materials; will promptly inform CLIENT that such containerization and labeling has been performed, and will leave the containers on site for proper, lawful removal, transport and disposal by CLIENT. CLIENT waives any claim against CONDOR and agrees to defend, indemnify and hold CONDOR harmless from any claim or liability for injury or loss which may arise as a result of the drill cuttings, drilling fluids or other assumedly hazardous materials being left on site after their containerization by CONDOR. CLIENT also agrees to compensate CONDOR for any time spent and expenses incurred by CONDOR in defense of any such claim, with such compensation to be based upon CONDOR's current fee schedule and expense reimbursement policy.
- k) Construction-Phase Services - If CONDOR is retained by CLIENT to provide a site representative for the purpose of monitoring specific portions of construction work or other field activities as set forth in the Work Order, then this phase applies. For the specified assignment, CONDOR will report observations and professional opinions to CLIENT. No action of CONDOR or CONDOR's site representative can be construed as altering any AGREEMENT between CLIENT and others. CONDOR will report to CLIENT any observed geotechnically related work which, in CONDOR's professional opinion, does not conform with plans and specifications. CONDOR has no right to reject or stop work of any agent of the CLIENT. Such rights are reserved solely for CLIENT. Furthermore, CONDOR's presence on site does not in any way guarantee the completion or quality of the performance of the work of any party retained by CLIENT to provide field or construction-related services.



CONDOR will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction or other field activities selected by any agent or agreement of CLIENT, or safety precautions and programs incident thereto.

- l) Joint and Several Liability - If hazardous materials are encountered in this project, it is possible that the concept of joint and several liability could be construed to make CONDOR partly or wholly responsible for damages created directly or indirectly by the hazardous materials. CLIENT agrees that it would be unfair for CONDOR to be exposed to such an action because CONDOR had nothing whatsoever to do with the creation of the hazardous condition. Accordingly, CLIENT waives any claim against CONDOR, and agrees to defend, indemnify and hold CONDOR harmless from any claim or liability for injury or loss arising from application of a joint and several liability concept that would in any manner hold or seek to hold CONDOR responsible for creating a hazardous materials condition or permitting one to exist. CLIENT also agrees to compensate CONDOR for any time spent and expenses incurred by CONDOR in defense of any such claim, with such compensation to be based upon CONDOR's current fee schedule and expense reimbursement policy.
- m) Indemnification by CONDOR - CONDOR agrees to hold harmless and indemnify CLIENT from and against liability arising out of CONDOR's negligent performance of the work, subject to any limitations, other indemnifications or other provisions CLIENT and CONDOR have agreed to. Under no circumstances, however, shall CONDOR have any obligation to defend independently or collectively CLIENT or other Indemnified Parties from and against liability for damages that may arise or be attributed to work performed by CONDOR under this Agreement. Nor shall CONDOR have any obligation to pay for or compensate any party for their defense costs or fees.
- n) Extension of Protection - CLIENT agrees to extend any and all limitations, indemnifications and waivers provided by CLIENT to CONDOR to those individuals and organizations CONDOR retains for proper execution of the work. These shall be deemed to include, but not necessarily be limited to, CONDOR's officers and employees and their heirs and assigns, as well as CONDOR's agents, subconsultants and subcontractors and their officers, employees, heirs and assigns.
- o) Subsurface Risks - CLIENT recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with the appropriate equipment and experienced personnel under the direction of a trained professional who functions in accordance with a professional standard of care may fail to detect certain conditions, because they are hidden and therefore cannot be considered in development of a subsurface exploration program. For similar reasons, actual environmental, geologic and geotechnical conditions that CONDOR properly infers to exist between sampling points may differ significantly from those that actually exist. The passage of time also must be considered, and CLIENT recognizes that, due to natural occurrences or direct or indirect human intervention at the site or distant from it, actual conditions discovered may quickly change. CLIENT realizes that nothing can be done to eliminate these risks altogether, but certain techniques can be applied by CONDOR to help reduce them to that level deemed tolerable by CLIENT. CONDOR is available to explain these risks and risk reduction methods to CLIENT but, in any event, the scope of services included with this Agreement is that which CLIENT agreed to or selected in light of his own risk preferences and other considerations.
- p) Holding CONDOR Harmless - CLIENT understands that "holding CONDOR harmless" would, among other things, require CLIENT to compensate CONDOR for any time spent or expenses incurred by CONDOR in defense of any claim for which CLIENT has agreed to indemnify CONDOR, and that such compensation will be based upon CONDOR's current fee schedule and expense reimbursement policy.

6. OWNERSHIP OF INSTRUMENTS OF SERVICE

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by CONDOR as instruments of service shall remain the property of CONDOR. CONDOR shall retain these records for a period of one (1) year following submission of reports related to the scope of work included in approved Work Orders, during which period they will be made available to CLIENT at all reasonable times.

7. DISPUTE RESOLUTION

- a) Curing a Breach - In the event either party believes that the other has committed a material breach of this Agreement, the party maintaining such a belief shall issue a termination notice to the other identifying the facts as perceived, and both parties shall bargain in good faith to cure the causes for termination as stated in the termination notice. If such a cure can be effected prior to the date by which termination otherwise would be effective, both parties shall commit their understanding to writing, and termination shall not become effective. If in curing an actual or alleged breach either party shall waive any rights otherwise inuring to them by virtue of this Agreement, such waiver shall not be construed to in any way affect future application of the provision involved or any other provision.
- b) Arbitration - All claims, disputes, and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement of the breach thereof, shall be decided by arbitration in accordance with the then-most current rules of the American Arbitration Association, if the parties mutually agree.

8. SUSPENSION

Upon fourteen (14) calendar days' written notice to CONDOR, CLIENT may suspend CONDOR's work. If payment of CONDOR's invoices is not maintained on a thirty (30) calendar day current basis by CLIENT, CONDOR may by giving fourteen (14) calendar days' written notice to CLIENT suspend further work until payment is restored to a current basis. Suspension for any reason exceeding forty-five (45) calendar days shall, at CONDOR's option, make this Agreement subject to renegotiation or termination, as provided for elsewhere in this Agreement. Any suspension shall extend the time schedule for performance in a manner that is satisfactory to both CLIENT and CONDOR, and CONDOR shall be compensated for services performed and charges incurred prior to the suspension date, plus suspension charges.

Suspension charges may include, but shall not be limited to, services and costs associated with putting analyses and documents in order, rescheduling and reassigning personnel and/or equipment and issuing necessary or customary notices to appropriate government agencies. Compensation to CONDOR shall be based upon CONDOR's current fee schedule and expense reimbursement policy.



9. TERMINATION

CLIENT or CONDOR may terminate this Agreement for reasons identified elsewhere in this Agreement, or for other reasons which may arise. In the event such termination becomes necessary, the party effecting termination shall so notify the other party, and the termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause therefore, CLIENT shall within thirty (30) calendar days of termination remunerate CONDOR for services rendered and costs incurred, in accordance with CONDOR's current fee schedule and expense reimbursement policy. Services shall include those rendered up to the time of termination, as well as those associated with termination itself, such as demobilizing, modifying schedules, reassigning personnel, and so on. Costs shall include those incurred up to the time of termination, as well as those associated with termination and post-termination activities, such as demobilization, decontaminating and/or disposing of equipment, disposal and replacement of contaminated consumables, and so on.

10. MISCELLANEOUS

- a) Governing Law - The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California.
- b) Waiver - The parties agree that a waiver of breach of one term, covenant, or condition of this Agreement is not a waiver of breach of others, nor of subsequent breach of the one waived.
- c) Severability - CLIENT and CONDOR have entered into this Agreement of their own free will, to communicate to one another mutual understandings and responsibilities. Any element of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, CLIENT and CONDOR will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.
- d) Headings - The headings contained in this Agreement are for convenience of reference only and in no way limit or define the scope of this Agreement.
- e) Attorneys' Fees - Should any litigation be commenced between the parties to this Agreement concerning this Agreement, or the rights and duties of either in relation thereto, the party prevailing in such litigation shall be entitled to, in addition to such other relief as may be granted, a reasonable sum as and for its attorney fees in such litigation which shall be determined by the Court in such litigation or in a separate action brought for that purpose.
- f) Assignment - Neither this Agreement nor any interest therein shall be assigned by either party without the written consent of the other.
- g) Binding on Heirs - This Agreement shall be binding on and shall inure to the benefit of the heirs, executor, administrators, successors and assigns of the parties hereto.



**CONDOR EARTH
SCHEDULE OF FEES
2026**

<u>STAFF MEMBER</u>	<u>RATE PER HOUR (\$)</u>
PRINCIPALS/PROJECT MANAGEMENT	
Senior Principal.....	295.00
Principal Engineer/Geologist	264.00
Project Director	250.00
Project/Senior Manager.....	221.00
TECHNICAL	
Senior Geotechnical Engineer.....	250.00
Registered Geotechnical Engineer	239.00
Certified Hydrogeologist/Engineering Geologist.....	239.00
Senior Geologist/Engineer/Environmental Specialist	228.00
Senior Process Safety Management Specialist.....	228.00
Resident Construction Inspector	201.00
GIS Programmer/Analyst.....	183.00
Process Safety Management Specialist	183.00
Associate Geologist/Engineer/Environmental Specialist	183.00
Aboveground Storage Tank (AST) Certified Inspector	183.00
Staff Geologist/Engineer/Environmental Specialist.....	167.00
GIS Technician	155.00
Engineering Assistant	135.00
Senior Technician	128.00
Draftsperson.....	123.00
Technician.....	105.00
MATERIALS TESTING *	
MTSI Project/Laboratory Manager.....	171.00
Certified Welding Inspector.....	165.00
Special Inspector.....	139.00
Senior Materials Technician	134.00
Materials Technician.....	115.00
SUPPORT STAFF	
Senior Project Administrator.....	160.00
Administrative Specialist	128.00
Project Coordinator	128.00
Technical Editor.....	95.00
Administrative Assistant	89.00
MISCELLANEOUS	
Overtime (all Saturday work is overtime).....	(1.5 times rate)
Double-time (all Sundays and Holidays)	(2.0 times rate)
Litigation Support	(2.0 times rate)
NON-LABOR CHARGES	
Vehicle charge \$75 per day billed in ½-day increments plus current IRS standard mileage rate	
Nuclear Gauge Testing Equipment.....\$120 per day to be billed in ½-day increments	
Unit Charges per Condor Unit Fee Schedule	
Billable Field Equipment per Condor Billable Field Equipment Schedule	
Laboratory Charges per Condor Laboratory Fee Schedule	
*A 2-hour minimum charge will be applied to all field services, and a 4-hour minimum will be applied for the cancellation of work within 24 hours of scheduled field work.	
OUT-OF-POCKET EXPENSES	
Billed at cost plus 15% and includes such items as travel expenses, equipment rental, laboratory fees, subcontractors, postage and freight, subcontracted printing or reproduction fees, supplies, etc.	
PREVAILING WAGE	
Refer to Condor Prevailing Wage Schedule of Fees	



**CONDOR EARTH
BILLABLE FIELD EQUIPMENT
2026**

<u>BF001</u>	<u>AIR/GAS</u>	<u>RATE PER DAY (\$)</u>
BF006	Asbestos Sampler	100.00
BF010	Bubble Calibration Chamber for PM _{2.5}	70.00
BF014	Portable Weather Station (Solar powered w/datalogger)	150.00
BF018	Multi-Gas Monitor	80.00
BF022	IR Methane Monitor w/Pump	135.00
BF026	Air Velocity and Pressure Kit	50.00
	<u>RATE PER MONTH (\$)</u>	
BF030	Portable Met Station	800.00
<u>BF100</u>	<u>MTSI</u>	<u>RATE PER DAY (\$)</u>
BF101	Ultrasonic Testing	100.00
BF109	Hand Auger	100.00
BF113	Skidmore Wilkerm Bolt Tension Device	150.00
BF121	Pull Test Equipment	100.00
BF128	Nuclear Gauge Equipment (billed in ½-day increments)	120.00
BF129	Torque Testing Equipment	125.00
	<u>RATE PER MONTH (\$)</u>	
BF133	Cure Box	125.00
<u>BF200</u>	<u>PERMEABILITY/GEOTECHNICAL</u>	<u>RATE PER DAY (\$)</u>
BF207	Tape Extensometer	75.00
BF209	Slide Hammer/Barrel Sampler	100.00
	<u>RATE PER UNIT (\$)</u>	
BF219	Tape Extensometer Invert Assembly	100.00
<u>BF400</u>	<u>SURVEY</u>	<u>RATE PER DAY (\$)</u>
BF417	Meter Accurate GPS	120.00
BF418	Meter Accurate GPS/w ArcPad	125.00
<u>BF500</u>	<u>WATER/ENVIRONMENTAL</u>	<u>RATE PER DAY (\$)</u>
BF502	Generator (2 Kw)	40.00
BF503	Generator (3 Kw)	60.00
BF505	Generator (5.5 Kw)	80.00
BF506	Manhole Lifting Dolly	25.00
BF509	Submersible Pump and Controller	130.00
BF511	Ferro-magnetic Locator	35.00
BF513	Water Quality Field Equipment (Multiparameter)	90.00
BF514	Pocket Pen (EC, pH, Temp)	45.00
BF515	Portable/Sonic Water Level Meter	35.00
BF522	Positive Displacement (Peristaltic) Pump	45.00
BF523	Vacuum Transducers	10.00
BF525	Portable Soil/Water Sampling Kit (manual)	30.00
BF529	Discrete Depth Water Sampler (Lake)	50.00
BF531	Disposable Bailer (2")	15.00
BF533	Disposable Bailer (4")	30.00
BF549	Photo Ionizing Detector (PID, O ₂)	100.00
BF555	Subsurface Sludge/Water Grab Sampler	25.00
BF556	Sludge Judge	50.00
BF557	Water Flow Velocity Meter	50.00
BF559	Well Caps, 2" Locking	33.00
BF563	Well Caps, 4" Locking	40.00
BF564	Trolling Motor w/Battery	75.00
BF567	Boat Rental (with trolling motor)	200.00
BF568	Trailer Mounted Tank	40.00
BF570	Portable Bladder Pump	100.00
BF573	Fluke Multi-Meter	10.00
BF576	12V Pump Controller (dedicated pumps)	30.00
BF578	Waterra® Pump System (generator not included)	100.00
BF579	Bladder Pump Controller/Compressor	100.00
BF580	Guelph Permeameter	100.00
BF582	Pressure Transducer	30.00
BF583	Double Ring Infiltrometer	250.00
BF584	Ultrasonic Flow Meter	150.00
BF588	Barometric Transducer	30.00
BF589	Turbidity Meter	20.00



**CONDOR EARTH
BILLABLE FIELD EQUIPMENT
2026**

<u>BF500</u>	<u>WATER/ENVIRONMENTAL</u>	<u>RATE PER WEEK (\$)</u>
BF590	Water Level Sounder w/Data Logger	150.00
BF591	Water Level Sounder w/Data Logger & 10W Battery	200.00
	<u>RATE PER MONTH (\$)</u>	
BF581	Pressure Transducer.....	250.00
BF585	Recording Multi-Probe Water Meter.....	675.00
BF586	Barometric Transducer.....	250.00
BF587	Water Level Sensor with Logger	(min. charge) 150.00
	<u>RATE PER UNIT (\$)</u>	
BF507	Storm Water Sampling Kit.....	450.00/each
BF508	Storm Water Sampling Kit w/Pole & Swing Sampler Attachment	600.00/each
BF593	0.45 Micron Filter.....	30.00
BF595	Kabis Discrete Sampler	15.00/sample
BF596	Percolation Test Equipment	25.00/per hole
BF597	Hydrasleeve	60.00/each
<u>BF600</u>	<u>AST FEI (FORMAL EXTERNAL INSPECTION)</u>	<u>RATE PER DAY (\$)</u>
BF601	Field Inspection Tool Kit	50.00
BF602	Ultrasonic Steel Thickness Gauge and Transducers.....	50.00
	<u>RATE PER UNIT (\$)</u>	
BF622	Photogrammetry Processing (per job).....	200.00
<u>BF800</u>	<u>MISC. SUPPLIES</u>	<u>RATE PER UNIT (\$)</u>
BF802	Condor Rain Gauge	12.00
BF803	Condor Rain Gauge w/wooden stake.....	15.00
BF805	Shelby Tubes	42.50
BF809	Metal Tubes	15.00
BF825	Plastic Tubing 1/2"	1.15/ft
BF829	Plastic Tubing 1/4"	0.55/ft
BF837	Deionized Water.....	17.00/5-gal.
BF849	Locks.....	16.50
BF859	Infocus Projector.....	150.00
BF861	Bentonite (50 lb/bag).....	15.00
BF877	Per Diem.....	100.00/day
BF881	Shipping Container/Materials	20.00
BF888	Field Inspection Tablet.....	50.00/day
VEH	Vehicle (billed in 1/2-day increments).....	75.00/day
MILE	Mileage	Current IRS Standard Mileage Rate

https://condorearth.sharepoint.com/sites/InternalResources/Shared Documents/Forms folder/Contracts/Fee Schedules/Fee_Billable Field Equipment 2026.docx





Micheline Doyle Kipf, PG, QISP/ToR, QSD/QSP
Environmental Services Manager

STATEMENT OF POSITION

Condor's Environmental Services Manager serves as a senior member of Condor's environmental team, performing program and project management duties, and contract oversight, quality assurance and peer review.

EDUCATION

- Master's Program – Idaho State University Pocatello, Idaho (Geology)
- Bachelor of Science – Geology with Biology Minor, California State University, Sonoma

AREAS OF EXPERTISE

- National Pollutant Discharge Elimination System (NPDES) Compliance
- Storm Water Pollution Prevention Plan (SWPPP)
- Erosion and Sediment Controls
- Storm Water Pollution Prevention Controls
- Waste Discharge Requirement (WDR) Compliance
- Project Management
- Data Compilation and Analyses

INDUSTRIES SERVED

- Water Resources
- Public Works
- Utility Companies
- Solid Waste
- Agriculture

REGISTRATIONS & CERTIFICATIONS

- Professional Geologist
CA No. 8385
WA No. 2611
- CA Industrial General Permit
QISP/ToR Certificate No. 00152
- CA Construction General Permit
QSD/QSP Certificate No. G08385
- OSHA 40-Hour HAZWOPER Certification

REPRESENTATIVE EXPERIENCE

Ms. Doyle Kipf serves as the Environmental Services Manager and Senior Geologist for Condor. As a Senior Geologist, Ms. Doyle Kipf's experience includes a broad range of geologic/hydrogeologic projects and storm water regulatory driven programs. Ms. Doyle Kipf specializes in developing and implementing storm water and water quality monitoring compliance programs, technical reporting, and facilitating client/consultant/contractor collaboration. Her technical expertise includes: National Pollutant Discharge Elimination System (NPDES) Permit, Water Code Section 13267 Compliance, and Waste Discharge Requirement (WDR) compliance support.

SELECTED PROJECTS/PROJECT EXPERIENCE

California Construction General Permit (CGP) – Since 2013, has provided QSD/QSP compliance support for numerous CGP Risk Level 1 and Risk Level 2 projects located in the California Foothill and Central Valley regions. Services include preparation of: Permit Registration Documents (PRDs), Notices of Termination (NOTs), Storm Water Pollution Prevention Plans (SWPPP), Erosion Control Plans (ECP), Rain Event Action Plans (REAPs) and Monitoring and Reporting Plans (MRPs). Services include: Best Management Practice (BMP) evaluations and recommendations; Annual Reporting; Stormwater Multiple Application and Report Tracking System (SMARTS) uploads, visual observations, data evaluation, technical report preparation, and staff training.

Tuolumne Utilities District Phoenix Lake Preservation CGP Project – QSD/QSP responsible for review of compliance documentation including inspection oversight; BMP evaluations and recommendations; Annual Reporting; Client communication and budget management.

Housing Authority of the County of San Joaquin Sierra Vista Apartment Project (2018-2020) - QSD/QSP responsible for: PRD preparation; compliance documentation including inspection oversight; BMP evaluations and recommendations; SWPPP training; REAP preparation; Annual Reporting; NOT preparation and submittal; SMARTS uploads, Regulatory Interaction, Client communication, and documented CGP compliance with various regulatory agencies.

San Joaquin County Department of Public Works (SJCDPW) CGP Support (2017-present) - Provides storm water plan and Operation and Maintenance (O&M) Plan reviews.

California Industrial General Permit (IGP) – Since 2006, Project Manager/QISP responsible for IGP compliance support for facilities throughout California. Services include: interaction with various regulatory agencies; PRD and compliance documentation preparation and revision; storm water site and program evaluations; BMP evaluations and recommendations; visual observations; data evaluation; technical report preparation; staff training; and SMARTS submittals.

Phase I and Phase II NPDES Permit Support for the City of Stockton and County of San Joaquin, Cities of Hughson and Turlock.



STATEMENT OF POSITION

Condor's Senior Hydrogeologist is responsible for conducting and managing geologic and hydrologic investigations.

EDUCATION

- Master's Program, Geology, Montana State University, Bozeman, MT
- BA Geology, Montana State University, Bozeman, MT

AREAS OF EXPERTISE

- Hydrogeologic Assessment
- Wastewater Discharge to Land
- Monitoring/Reporting Programs
- Regulatory Compliance
- Background Groundwater Evaluations
- Water System Permitting

INDUSTRIES SERVED

- Public Works
- Water Resource Agencies
- Wineries
- Food/Agricultural Processors
- Utility Companies

REGISTRATIONS & CERTIFICATIONS

- Professional Geologist, California No. 8271
- Certified Hydrogeologist, California No. 1011
- OSHA 40-Hour HAZWOPER Certification
- EPA 1669 Certification – (Collection and Handling of Water Samples for Trace Metals Analyses)

PROFESSIONAL ORGANIZATIONS

- National Groundwater Association Member
- Association of Environmental and Engineering Geologist

REPRESENTATIVE EXPERIENCE

Mr. Kipf is a Senior Hydrogeologist for Condor providing technical/regulatory support and client, project, and team management. With over 30 years of experience, Mr. Kipf specializes in providing regulatory compliance support; conducting fate and transport modeling; performing data analysis and technical reporting; and developing and conducting geologic and hydrogeologic studies. In addition, his technical expertise includes soil and groundwater quality assessment and remediation, work plan development, the study of fluid flow through porous/fractured media, and development and testing of geologic and hydrogeologic models.

SELECTED PROJECTS/PROJECT EXPERIENCE

Sustainable Groundwater Management Act (SGMA) Projects – Mr. Kipf provided project management, technical groundwater support, and supervised field services to San Joaquin County and East Bay Municipal Utilities District (MUD) for the groundwater banking pilot project (DREAM Project) in Eastern San Joaquin County. Evaluated and presented data at Board meetings to the Northern San Joaquin County Conservation District and Eastern Water Alliance.

– Provides project management, data compilation and technical support, and groundwater monitoring field services oversight for the Eastern San Joaquin Groundwater Authority's Groundwater Sustainability Plan semi-annual groundwater level and water quality monitoring programs.

City of Stockton Wastewater Recovery Center (WRC) – Mr. Kipf has supported the WRC groundwater monitoring program for over 20 years including monitoring well installations and destructions and completion of a detailed groundwater gradient investigation near the facility's chlorine contact channel (CCC).

– Provides project management, technical groundwater monitoring support, field services oversight, and routine and technical reporting related to the WRC's NPDES permit.

Small Public Water System Permitting Assistance – Mr. Kipf facilitated the permitting of a new small public water system for a ranch in Calaveras County before its acquisition by a non-profit organization. Mr. Kipf's work included evaluating the site, proposed future use, available storage, and existing and projected water usage data to estimate annual, average daily, and maximum daily water demand. He designed and performed constant rate pumping tests to evaluate water availability and drawdown. Mr. Kipf additionally prepared the technical report for a Transient Non-Community Small Public Water System and, after acquisition of the ranch was complete, assisted the new owner with obtaining a Domestic Water Supply Permit.

Bell-Carter Olive Company, Inc. – Mr. Kipf provided project management, field services supervision, and technical evaluation and reporting in accordance with a Response to Evidence of a Release under Title 27 regulations for a Class II surface impoundment facility in Tehama County. Mr. Kipf's work included preparation of a Technical Report in Support of Amended Report of Waste Discharge (ROWD) to Establish an Evaluation Monitoring Program (EMP) and preparation of an Initial Engineering Feasibility Study for Corrective Action Program. Mr. Kipf managed the monitoring and investigation activities and prepared the subsequent EMP Results and Assessment report resulting in Central Valley Regional Water Quality Control Board concurrence of no direct evidence that the surface impoundments were releasing to groundwater.

South San Joaquin Irrigation District (SSJID) – Mr. Kipf provided project management and technical evaluation lead roles related to upgrades to a Water Treatment Plant (WTP) in Stanislaus County. The upgrades required submittal of a Revised ROWD and technical report describing the Best Practicable Treatment or Control (BPTC) utilized to protect beneficial uses of groundwater beneath the WTP. Mr. Kipf designed and oversaw in-situ soil permeability testing to support pond percolation rates and prepared a comprehensive Revised ROWD submittal package that amended SSJID's WDR. The new WDR allows for additional application of treated wastewater as irrigation to land application areas, and Mr. Kipf conducted a salinity evaluation and prepared a Salinity Management Plan related to the new/expanded discharge.

Various Private Dischargers – Mr. Kipf conducts surface water, groundwater, soil and wastewater monitoring, sampling and reporting in compliance with NPDES, General Order WDR, and site-specific WDR permit requirements. Projects have additionally included monitoring well network evaluations; initial well siting; well installation, development, and sampling oversight; development of background threshold values (BTVs) for use as groundwater limits; routine statistical comparisons of limits and associated technical reporting for exceedances; and pond closure monitoring and reporting.

Various Municipal Dischargers – Mr. Kipf has provided groundwater NPDES compliance support to numerous small municipalities throughout Central and Northern California. Work included project management, data compilation and analyses, field services oversight, and routine and technical reporting. Projects have additionally included surface water, groundwater, and soil sample collection and analyses; monitoring well network evaluations including well installation and development; design and supervision of well pumping tests to determine aquifer properties and assess well influence and groundwater capture areas; and pond closure monitoring and reporting.



STATEMENT OF POSITION

Condor's Senior Hydrogeologist serves as a senior member of Condor's environmental team, performing program and project management duties, quality assurance and peer review.

EDUCATION

- PhD Geology, Geography and Environmental Engineering, University of California, Santa Barbara, Santa Barbara, California
- MS Geochemistry, Pennsylvania State University, University Park, Pennsylvania
- BA Geology, Amherst College, Amherst, Massachusetts

AREAS OF EXPERTISE

- Soil and Groundwater
- Preliminary Environmental Assessments
- Vadose Zone Hydrology
- Precise GPS Motion Monitoring
- Digital Mapping and Field Data Collection
- Public Relations

INDUSTRIES SERVED

- Public Works
- Water Resources
- Agriculture
- Mining
- University Education

REGISTRATIONS & CERTIFICATIONS

- Professional Geologist, California No. 4885
- Certified Hydrogeologist, California No. 182
- Certified Engineering Geologist, California No. 2535

REPRESENTATIVE EXPERIENCE

Dr. Kramer is the Senior Hydrogeologist for Condor. He has over 30 years of experience in geology, geography and environmental engineering. Dr. Kramer integrates client services with applicable science and advanced technology. His technical competencies include groundwater science, aqueous geochemistry, well hydraulics, engineering geology, soil physics, data evaluation and statistical processing. Dr. Kramer authors technical reports and manages client compliance with numerous regulatory programs (RWQCB-ROWD, WDR provisional reports, and MRP compliance, NPDES, County CUP, Lead Agency CEQA, and others). He has authored peer-reviewed scientific articles, book chapters, and presents programs at scientific society and professional association meetings.

SELECTED PROJECTS/PROJECT EXPERIENCE

City of Stockton – Data evaluation and technical reporting for WDR/NPDES-MRP reporting; Background Groundwater Study and Anti-Degradation Analysis with statistical analysis of an extensive database (13,000 values); Hydrogeological Analysis of Regional Wastewater Control Facility for BPTC, including analysis of stable isotopes for sample provenance and groundwater gradient study.

Calaveras County Water District – Anti-degradation analyses, discharge field capacity evaluations, and application submittals for use of recycled water. Obtained State General Permit for Recycled Water Use.

City of Hughson – WDR-MRP submittals for permit compliance groundwater limitations compliance statistical analysis.

City of Livingston – Groundwater quality investigation required by Cleanup and Abatement Order – ongoing maintenance and reporting of database from 22 monitoring points over 19 years, with pond closure reports.

City of Lathrop – Percolation basin assessment under shallow groundwater conditions.

City of Lone – Groundwater flow modeling, groundwater degradation analysis, submittals for ROWD and WDR-MRP.

Foster Farms – ROWD preparation for numerous sites; groundwater degradation analyses; impoundment containment issues related to Title 27; alternative liner designs; soil/groundwater investigation work plans and reports; groundwater flow modeling.



STATEMENT OF POSITION

Condor's Associate Environmental Specialist supports the environmental team through project management, report writing, and statistical studies.

EMPLOYMENT TENURE AND CONTACT DETAILS

Condor Employment: 2001-2026
sfelton@condorearth.com
Mobile: (209) 242-6235
Fax: (209) 234-0538

EDUCATION

- BA English, California State University Sacramento

AREAS OF EXPERTISE

- Groundwater and Soil Evaluation and Remediation
- Wastewater/Land Application
- Leaking Underground Storage Tanks
- Water Quality Protection Standard Reports
- Statistical Studies
- Database Management

INDUSTRIES SERVED

- Public Works
- Water Resources
- Public Schools
- Food Processors
- Wineries
- Agriculture

REPRESENTATIVE EXPERIENCE

Ms. Felton, an Associate Environmental Specialist, has provided environmental regulatory support at Condor for 25 years. As the Authorized Responsible Party Agent for soil and groundwater cleanup, Waste Discharge Requirements (WDR), Corrective Actions Consent Agreements (CACAs), and Confined Animal Feeding Operations (CAFO) for 200 facilities managed by Condor, she manages electronic submittals and uploads of environmental and regulatory data to GeoTracker, the State of California's online database and Geographic Information System (GIS), and EnviroStor, the Department of Toxic Substances Control's (DTSC's) data management system. Ms. Felton prepares and reviews regulatory-driven work plans and reports related to groundwater monitoring and cleanup programs, and her technical expertise includes soil and groundwater quality assessment and remediation, land application of wastewater, and statistical studies.

SELECTED PROJECTS/PROJECT EXPERIENCE

Bell-Carter Olive Company Industrial Wastewater Treatment Plant Class II Surface Impoundments – Ms. Felton provides WDR and Monitoring and Reporting Program (MRP) support for a wastewater treatment plant that utilizes seven Class II surface impoundments. Tasks specific to this project included preparing a Water Quality Protection Standard Report including calculating concentration limits from background threshold values using EPA statistical software, preparing a Technical Report in Support of Amended Report of Waste Discharge to Establish an Evaluation Monitoring Program, and preparing an Initial Engineering Feasibility Study for a Corrective Action Program; Ms. Felton also prepares routine groundwater monitoring reports for this facility.

City of Chico Water Pollution Control Plant – Ms. Felton provided WDR and MRP support for the City of Chico's Water Pollution Control Plant. Ms. Felton assisted with establishing the City's groundwater monitoring network; prepared the monitoring well installation report and sampling and analysis plan; and prepared routine groundwater monitoring reports for this facility.

Trinchero Family Estates – Ms. Felton provided WDR and Monitoring and Reporting Program (MRP) support for winery facilities located in the Central Valley and Sierra Foothills. Her work has included groundwater investigations, background groundwater studies, technical evaluations, and quarterly and annual reporting.

City of Livingston Wastewater Treatment Facility – Ms. Felton provides regulatory support for the former City Wastewater Treatment Facility, including overall project administration for groundwater monitoring and remediation reporting. Ms. Felton works directly with farmers to obtain harvesting information to estimate hydraulic and nutrient loading each reporting period, prepares regulatory reports as required by the MRP, and manages electronic submittals to GeoTracker.

Prepared by: Steve Schwabauer, General Manager
Daniel de Graaf, District Engineer

RECOMMENDATION:

Board to provide staff with direction on potential project to repair or replace a portion of the South System mainline along North Tretheway Road.

DISCUSSION:

Staff have been trying to manage leaks along the portion of North Tretheway road north of Brandt Road. During operation when sending water towards the east ditch, the water elevation needs to be raised above ground upstream of the control structure at Tretheway and Brandt Road, causing significant leaks in the upstream portion of the pipeline. The pipeline runs between the first two rows of newly planted olives, and the volume of water is becoming a significant nuisance to the farmer. Continuous operation of the system in this state is not sustainable.

Multiple attempts to stop the leaks have been made over the last several months, however, as soon as one leak is stopped, the next leak appears due to the poor condition of the existing mainline.

Staff have evaluated potential options to reduce or eliminate the leaking with a long-term and/or permanent solution. The following summarizes the potential options and staff is looking for direction regarding the preferred method.

Project Alternative Evaluation

Full Replacement:

This project would include full removal and replacement of the existing pipeline from the discharge of the existing 36" HDPE from the pump to the existing control structure at Tretheway and Brandt Road.

Description: +/-3,200 Linear Feet of 60" pipe

Project Cost: \$3,000,000

Pros:

- This would complete an entire segment of pipeline proposed in the Master Plan with new pipeline that would have the full capacity of any future build out of the South System.

Cons:

- This is a very expensive project that is unlikely to have the funding necessary to complete in a timely manner.
- The existing pipeline does not necessarily have a capacity problem and any additional capacity added would not be fully utilized at this time

Minimal Replacement:

This project would include removal and replacement of the worst portion of the existing pipeline from the north end of Tretheway Road south for 1,000 feet.

Description: +/-1,000 Linear Feet of 60" pipe

Project Cost: \$850,000

Pros:

- Replaces the worst segment of pipe with fully sized mainline that will provide the full capacity at future buildout of the South System.

Cons:

- Relatively expensive project to add additional capacity that is not needed at this time.
- Reduces potential funding for other projects.

HDPE Slip-line:

This project would include slip-lining the worst portion of the existing pipeline from the North end of Tretheway Road, south for 1,000 feet.

Description: +/-1,000 Linear Feet of 36" HDPE Slip-line

Project Cost: \$440,000

Pros:

- Most cost-effective option
- Can be completed with minimal disturbance to existing operations and landowner
- Provides sufficient capacity to operate at maximum planned capacity for at least 5-10 years (+/-25 CFS)
- Pipe is not wasted and can be sold or reused when full replacement occurs

Cons:

- Capacity is limited to about 25 CFS
- May cause additional upstream leaks if operating at the higher end of capacity

RECOMMENDATION

N/A – Board to provide direction to staff

FINANCIAL SUMMARY:

\$440,000 to \$3 million plus depending on direction.

ENVIRONMENTAL DETERMINATION:

N/A