

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
LOS ANGELES REGION

In the matter of:)	
)	
CITY OF SAN BUENAVENTURA)	Order No. R4-2014-0037 (Proposed)
)	
Complaint No. R4-2013-0053)	Settlement Agreement and Stipulation for
for Administrative Civil)	Entry of Order; [Proposed] Order
Liability)	
)	

Section I: Introduction

This Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order (“Stipulation”) is entered into by and between the Los Angeles Regional Water Quality Control Board Prosecution Staff (“Prosecution Staff”) and the City of San Buenaventura (“Settling Respondent”) (collectively “Parties”) and is presented to the Los Angeles Regional Water Quality Control Board (“Regional Water Board”) for adoption as an order, by settlement, pursuant to Government Code section 11415.60. The Stipulation shall take effect and become binding on Settling Respondent upon the Regional Water Board’s acceptance of the Stipulation and entry of the proposed order attached hereto below (the “Proposed Order”).

Section II: Recitals

1. The Settling Respondent is the owner of the Ventura Water Reclamation Plant located on property located at 1400 Spinnaker Drive, Ventura, Ventura County, California (the “Property”). Settling Respondent is permitted to discharge up to 14 million gallons per day of tertiary-treated municipal wastewater from domestic, commercial, and industrial sources at the Property. The wastewater flows to water polishing ponds and then to the Santa Clara River Estuary. The Property has been or is subject to Regional Water Board:

- Waste Discharge Order No. R4-2008-0011, serving as NPDES permit number CA0053651, and
- Time Schedule Order No. R4-2008-0012
- Time Schedule Order No. R4-2012-0166
- Time Schedule Order No. R4-2013-0047

2. Complaint No. R4-2013-0053 for Administrative Civil Liability (“the Complaint”) recommends imposing a statutory mandatory minimum administrative civil liability totaling \$591,000 for alleged violations of the Regional Water Board Order Nos. R4-2008-0011 and R4-2008-0012.

3. To resolve by consent and without further administrative proceedings certain alleged violations of the California Water Code (“CWC”), and the Regional Water Board Orders set forth in the Complaint, the Parties have agreed to the imposition of \$591,000 mandatory minimum liability against the Settling Respondent. Payment of \$288,000 to the State Water Resources Control Board Cleanup and Abatement Account is due no later than 30 days following the Regional Water Board executing this Proposed Order. The remaining \$303,000 in liability shall be suspended upon completion of a Supplemental Environmental Project (“SEP”) for Green Street Project – Hartman Drive.

4. The Complaint alleges that the Settling Respondent violated Regional Water Board Order Nos. R4-2008-0011 and R4-2008-0012, as noted in the Settling Respondent’s self-monitoring reports from August 2010 through November 2012. Of the 200 violations reported, 194 are subject to mandatory minimum penalties pursuant to CWC section 13385(h) and (i). These violations include effluent limit exceedances for coliform, copper (Cu), ammonia nitrogen ($\text{NH}_3 + \text{NH}_4^+$), nitrate as nitrogen (NO_3) and turbidity.

5. The Parties have engaged in settlement negotiations and agree to settle the matter without administrative or civil litigation and by providing this Stipulation to the Regional Water Board for adoption as an Order pursuant to Government Code section 11415.60. Upon the execution of this Stipulation and entry of the Proposed Order by the Regional Water Board, the terms and conditions of this Stipulation and the Proposed Order shall be binding upon the Parties and the Regional Water Board.

6. The Prosecution Staff has determined based on the information in the record that the resolution of the alleged violations (i.e., assessment of mandatory minimum penalties, a portion of which are approved for application to implementing the SEP) is fair and reasonable and fulfills its enforcement objectives of California Water Code sections 13000 et seq., the 2010 State Water Resources Control Board Water Quality Enforcement Policy, and it satisfies the objectives and requirements of the Federal Clean Water Act as implemented by the foregoing, and that no further action is warranted concerning the specific violations alleged in the Complaint except as provided in this Stipulation; and that this Stipulation is in the best interest of the public.

Section III: Stipulations

The Parties stipulate to the following:

7. **Administrative Civil Liability:** The Settling Respondent hereby agrees to pay the administrative civil liability totaling \$591,000 as set forth in Paragraph 3 of Section II herein. Further, the Settling Respondent agrees that \$303,000 of this administrative civil liability shall be suspended (the “Suspended Liability”) pending completion of a SEP as set forth in Paragraph 3 of Section II herein and Attachment A attached hereto and incorporated by reference.

8. **Supplemental Environmental Project (SEP):** The Parties agree that this resolution includes a SEP as provided for as follows:

a. **Definitions**

- i) **Cleanup and Abatement Account:** The State Water Pollution Cleanup and Abatement Account.
- ii) **Designated Water Board Representative:** The representative from the Regional Water Board responsible for oversight of the SEP. The contact information for this representative is as follows:

Mr. Andrew Choi
320 W. 4th Street, Suite 200
Los Angeles, CA 90013
(213) 576-6791
andrew.choi@waterboards.ca.gov

- iii) **Enforcement Coordinator:** The person on the Regional Water Board staff who is responsible for enforcement coordination.
- iv) **SEP Completion Date:** The date in which the SEP will be completed in its entirety.
- v) **Payment Administrator:** The person at the Regional Water Board who receives the payments. For this matter, the Payment Administrator is Mr. Russ Colby.

b. **Payment and Costs:** The Settling Respondent shall pay the unsuspended portion of the total administrative liability amount within 30 days of receipt of the Stipulation and Proposed Order executed on behalf of the Regional Water Board to the Cleanup and Abatement Account. The payment of Regional Water Board staff costs incurred for overseeing the implementation of the SEP is addressed in paragraph 13 below. The Settling Respondent shall indicate on the check the number of this Stipulation and Order and send it to the State Water Resources Control Board, Division of Administrative Services, Accounting Branch, 1001 I Street, 18th Floor, Sacramento, California, 95814, and shall send a copy of the check to Russ Colby, Los Angeles Regional Water Resources Control Board, 320 West Fourth Street, Suite 200, Los Angeles, CA 90013.. Payment of any unexpended SEP funds is addressed in paragraph 15 of this Stipulation below. Payment in the event of failure to complete the SEP is addressed in paragraph 16 of this Stipulation below.

c. **SEP Performance:** Upon the Regional Water Board's acceptance of this Stipulation and entry of this Proposed Order, the Settling Respondent agrees to perform the SEP as described further in paragraphs 9-22 below.

9. **SEP Description:** The SEP is a diversion project located on Hartman Drive in the City of San Buenaventura. The SEP will be conducted on a portion of Hartman

Drive which is 250 feet long, 40 feet wide, and has a 60 foot right of way. The SEP will divert the “first flush” storm water during rain events into sectionalized bioswales to treat the water for contaminants and heavy metals. The Hartman Drive diversion will be planned, designed, and fully constructed for a total cost of \$303,000. The SEP will narrow the street width from 40 feet to 36 feet (curb to curb) in order to install eight new bioretention cells along the street. The bioretention cells will include drought tolerant plantings as well as new trees. Existing driveway approaches as well as damaged sidewalk will be replaced with new concrete. Hartman Drive will have a 22 foot wide drive aisle and two 7 foot wide street parking areas. A seven foot wide permeable concrete pavement will be constructed along both sides of Hartman Drive. The project will convey stormwater over the permeable pavement, along a curb and into bioretention cells through curb slots. The bioretention cells are designed to hold and infiltrate water into the ground. In large storm events, the excessive storm water will bypass the bioretention cells and continue to flow on its exiting storm drain path. The SEP nexus criteria will be met by reducing pollutants making their way to the same receiving waters as those ultimately affected by the effluent exceedances at the Settling Respondent’s water reclamation facility. The SEP shall be constructed within 24 months from the date this Stipulation is accepted and the Proposed Order is adopted. For further details, see Attachment A, incorporated herein by reference.

10. **Representation of the Settling Respondent:** As a material consideration for the Regional Water Board’s acceptance of this Stipulation and entry of the Proposed Order, the Settling Respondent represents that it will utilize the funds as outlined in paragraphs 3 and 9 to implement the SEP in accordance with the schedule and timeline for performance and the work plan contained in Attachment A. The Settling Respondent understands that its promise to implement the SEP, in its entirety and in accordance with the work plan and schedule for performance, is a material condition of this settlement of the administrative civil liability between the Settling Respondent and the Regional Water Board.

11. **Agreement of Settling Respondent to Implement SEP:** The Settling Respondent represents that upon the Regional Water Board’s acceptance of this Stipulation and entry of this Proposed Order: 1) it will spend the SEP funding amount as described in this Stipulation and Proposed Order; 2) it will provide a certified, written report to the Regional Water Board consistent with the terms of this Stipulation, including Attachment A, detailing the implementation of the SEP, and 3) within 30 days of the completion of the SEP, it will provide written certification, under penalty of perjury, that the Settling Respondent complied with all applicable environmental laws and regulations in implementing the SEP including but not limited to the California Environmental Quality Act (“CEQA”), the federal Clean Water Act and the Porter-Cologne Act. The Settling Respondent agrees that the Water Board has the right to require an audit of the funds expended by it to implement the SEP, as further described in paragraph 19 below.

12. **Publicity Associated with SEP:** Whenever the Settling Respondent or its agents or subcontractors publicizes one or more elements of the SEP, they shall state

in a **prominent manner** that the project is being undertaken as part of the settlement of an enforcement action by the Regional Water Board against the Settling Respondent.

13. **Regional Water Board Oversight Costs:** Settling Respondent shall pay \$12,000 to the State Water Pollution Cleanup and Abatement Account to fully cover the Water Board's estimated costs of overseeing the implementation of the SEP. This payment is due within 30 days of the acceptance of this Stipulation and the entry of the Proposed Order by the Regional Water Board that approved this SEP. This amount represents the approximate 80 hours at \$150 an hour needed to review the design plans, reports and further communications with the Settling Respondent in implementing the SEP.

14. **Submittal of Progress Reports:** From and after commencing work on the SEP, Settling Respondent shall provide quarterly progress reports regarding implementation of the SEP to the Designated Water Board Representative including an evaluation and analysis of actual project performance and an accounting of all costs and expenses incurred for the SEP. The requirement for quarterly progress reports will terminate upon issuance of the Satisfaction of Proposed Order, discussed in paragraph 20 below.

15. **Inspection:** From and after commencing work on the SEP, Settling Respondent shall permit inspection of the SEP by the Regional Water Board staff at any time without notice.

16. **Certification of Expenditures:** Within two months of completing the construction for the SEP, Settling Respondent shall submit a statement certified by responsible city officials representing the Settling Respondent documenting the expenditures made to implement the SEP during the completion period. The expenditures may be external payments to outside vendors or contractors implementing the SEP. In making such certification, the official may rely upon regular City project tracking systems that capture employee time expenditures and external payments to outside vendors such as environmental and information technology contractors or consultants. Settling Respondent shall provide any additional information requested by the Regional Water Board staff that is reasonably necessary to verify Settling Respondent's SEP expenditures. The certification need not address any costs incurred by the Regional Board for oversight.

17. **Certification of Performance of Work:** Within two months of completing the construction for the SEP, the Settling Respondent shall submit a report, submitted under penalty of perjury, stating that the SEP construction has been completed in accordance with the terms of this Stipulation. Such documentation may include photographs, invoices, receipts, certifications, and other materials reasonably necessary for the Regional Water Board to evaluate the completion of the SEP and the costs incurred by the Settling Respondent.

18. **Certification that Work Performed on SEP Complies with the Requirements of CEQA and other Environmental Laws:** Within ten months of the Regional Water

Board's acceptance and execution of this Stipulation and entry of this Proposed Order, the Settling Respondent shall submit documentation, under penalty of perjury, stating that the SEP has complied with the requirements of CEQA, if applicable, and or other environmental laws. To the extent required by law, the Settling Respondent shall, before beginning construction on the SEP, consult with other interested State Agencies regarding potential significant adverse environmental impacts of the SEP. Other interested State Agencies include, but are not limited to, the California Department of Fish and Game. To ensure compliance with CEQA where necessary, the Settling Respondent shall provide the Regional Water Board with any applicable CEQA documentation, including, as may be appropriate, any:

- a. Notice of categorical or statutory exemptions;
- b. Within two months of completing the construction for the SEP, any Negative Declaration that is prepared in accordance with CEQA;
- c. Within two months after commencing the construction of the SEP, any Mitigated Negative Declaration that is prepared in accordance with CEQA; or
- d. Within two months after commencing the construction of the SEP, any Environmental Impact Report (EIR) that is prepared in accordance with CEQA.

19. **Third Party Audit:** If the Designated Regional Board Representative obtains information that causes the representative to reasonably believe that the Settling Respondent has not expended money in the amounts claimed by the Settling Respondent, or has not adequately completed any of the work in the SEP work plan, the Designated Regional Board Representative shall request to meet and confer with the Settling Respondent to resolve the Designated Regional Board Representative's concerns. If after the meet and confer, Designated Regional Board Representative's concerns are not addressed, he may require, and the Settling Respondent shall submit, at its sole cost, a report prepared by an independent third party(ies) acceptable to the Regional Water Board staff providing such party(ies)'s professional opinion that Settling Respondent has expended money in the amounts claimed by the Settling Respondent for purposes consistent with implementation of the SEP Work Plan. In the event of such an audit, the Settling Respondent agrees that they will provide the third-party auditor with access to all documents which the auditor requests. Such information shall be provided to the Designated Water Board Representative within three (3) months of the completion of the Settling Respondent's SEP obligations. The audit need not address any costs incurred by the Regional Board for oversight.

20. **Regional Water Board Acceptance of Completed SEP:** Upon the Settling Respondent's satisfaction of its obligations under this Stipulation, the completion of the SEP, and all related monitoring and reporting, and any audits, the Designated Water Board Representative, with notice to the regional Enforcement Coordinator, shall request that the Regional Water Board issue a "Satisfaction of Order." The issuance of

the Satisfaction of Order shall terminate any further obligations of the Settling Discharger under this Stipulation.

21. Failure to Expend All Suspended Administrative Civil Liability Funds on the Approved SEP: In the event that Settling Respondent is not able to demonstrate to the reasonable satisfaction of the Regional Water Board staff that it has spent the entire SEP Amount for the completion of the SEP, and all SEP related monitoring and reporting costs required pursuant to the Work Plan and this Stipulation (excluding costs of Regional Water Board oversight), Settling Respondent shall pay the difference between the Suspended Administrative Civil Liability and the amount Settling Respondent can demonstrate was actually spent on the SEP, as an administrative civil liability to the State Water Pollution Cleanup and Abatement Account.

22. Failure to Complete the SEP: If the SEP is not fully implemented within the SEP Completion Period required by this Stipulation and Proposed Order, the Designated Water Board Representative shall issue a Notice of Violation. As a consequence, Settling Respondent shall be liable to pay the entire Suspended Liability. Settling Respondent shall not be entitled to any credit, offset, or reimbursement from the Regional Water Board for expenditures made on the SEP prior to the date of the "Notice of Violation" by the Regional Water Board. The amount of the Suspended Liability owed shall be determined via a "Motion for Payment of Suspended Liability" before the Regional Water Board or a hearing panel. Upon a final determination of the amount of the Suspended Liability assessed, the amount owed shall be paid to the State Water Pollution Cleanup and Abatement Account within thirty (30) days after the Regional Board serves its final determination on the Settling Respondent. The Settling Respondent shall be liable for the Regional Water Board's reasonable costs of enforcement, including but not limited to legal costs and expert witness fees. Payment of the assessed Suspended Liability amount will satisfy the Settling Respondent's obligations pursuant to this Stipulation and the Proposed Order to implement the SEP.

23. Regional Water Board is Not Liable: Neither the Regional Water Board members nor the Regional Water Board staff, attorneys, or representatives shall be liable for any injury or damage to persons or property resulting from acts or omissions by Settling Respondent, its directors, officers, employees, agents, representatives or contractors in carrying out activities pursuant to this Stipulation or the Proposed Order, nor shall the Regional Water Board, its members or staff be held as parties to or guarantors of any contract entered into by Settling Respondent, its directors, officers, employees, agents, representatives or contractors in carrying out activities pursuant to this Stipulation and Proposed Order. From and after acceptance of this Stipulation and entry of this Proposed Order by the Regional Water Board, the Settling Respondent covenants not to sue or pursue any administrative or civil claim or claims against any State Agency or the State of California, or their officers, employees, representatives, agents, or attorneys for injuries and damages to persons or property resulting from acts or omissions by Settling Respondent, arising out of or relating to any matter expressly addressed by the Complaint, this Stipulation or the SEP, Except as specifically provided in this paragraph, nothing in this paragraph shall be construed to limit,

preclude or in any way prevent the Settling Respondent from pursuing any defense, cross claim or counterclaim in any administrative or civil claim or claims brought by an aggrieved party other than the Regional Board.

24. **Compliance with Applicable Laws:** The Settling Respondent understands that payment of the administrative civil liability in accordance with the terms of this Stipulation and Proposed Order, or compliance with the terms of this Stipulation and Proposed Order is not a substitute for future compliance with applicable laws, and that additional continuing violations of the type alleged in the Complaint may subject them to further enforcement by the Regional Water Board, including additional administrative civil liability.

25. **Party Contacts for Communications related to Stipulation and Proposed Order:**

For the Regional Water Board:

Mr. Andrew Choi
320 W. 4th Street, Suite 200
Los Angeles, CA 90013
(213) 576-6791
andrew.choi@waterboards.ca.gov

For the Settling Respondent:

Mr. Dan Pfeifer
Wastewater Utilities Manager
City of San Buenaventura
Public Works Department
P.O. Box 99
Ventura, CA 93002-0099

With Copy to:

Juli C. Scott
Interim City Attorney
City of Ventura
P.O. Box 99
501 Poli Street, Suite 26
Ventura, CA 93002-0099

26. **Attorney's Fees and Costs:** Except as otherwise provided herein, each Party shall bear all attorneys' fees and costs arising from the Party's own counsel in connection with the matters set forth herein.

27. **Matters Addressed by Stipulation:** Upon adoption of this Stipulation and entry of the Proposed Order by the Regional Water Board, this Stipulation and Proposed Order represent a final and binding resolution to settle, as set forth herein, all claims, violations or causes of action alleged in the Complaint, based on the specific facts alleged in the Complaint and/or this Stipulation (“Covered Matters”). The provisions of this paragraph are expressly conditioned on the payment of the administrative civil liability as provided herein by the deadlines specified in this Stipulation, and the Settling Respondents full satisfaction of the obligations described in this Stipulation and Proposed Order.

28. **Public Notice:** The Settling Respondent understands that this Stipulation and the Proposed Order must be noticed for a 30-day public review period prior to consideration by the Regional Water Board. In the event objections are raised during the public comment period, the Regional Water Board may, under certain circumstances, require a public hearing regarding the Stipulation. In that event, the Parties agree to meet and confer concerning any such objections, and may agree to revise or adjust the Stipulation and the Proposed Order as necessary or advisable under the circumstances.

29. **Addressing Objections Raised During Public Comment Period:** The Parties agree that the procedures contemplated for adopting the Stipulation and Proposed Order by the Regional Water Board and conducting review of this Stipulation by the public are lawful and adequate. In the event procedural objections are raised prior to the Stipulation and Proposed Order becoming effective, the Parties agree to meet and confer concerning any such objections, and may agree to revise or adjust the procedure as necessary or advisable under the circumstances.

30. **Interpretation:** This Stipulation and Proposed Order shall be construed as if the Parties prepared it jointly. Any uncertainty or ambiguity shall not be interpreted against any one Party. The Settling Respondent is represented by counsel in this matter.

31. **Modification:** This Stipulation and Proposed Order shall not be modified by any of the Parties by oral representation made before or after its execution. Either Party may propose extensions or modifications as reasonably necessary to complete the SEP, and all modifications, including any extensions, must be in writing, mutually agreed upon and signed by all Parties and approved by the Regional Water Board.

32. **If Proposed Order Does Not Take Effect:** In the event that this Stipulation and/or the Proposed Order does not take effect because it is not approved by the Regional Water Board, or its delegatee, or is vacated in whole or in part by the State Water Resources Control Board or a court, the Parties acknowledge that they expect to proceed to a contested evidentiary hearing before the Regional Water Board and/or a hearing panel to determine whether to assess administrative civil liabilities for the underlying alleged violations, unless the Parties agree otherwise. The Parties agree to re-initiate the hearing process in that new hearing procedures will issue with scheduled due dates for a hearing within 90 days from the date the Stipulation and/or the

Proposed Order is deemed not accepted by the Regional Water Board. The Parties agree that all oral and written statements and agreements made during the course of settlement discussions will not be admissible as evidence in the hearing pursuant to California Evidence Code section 1152. The Parties agree to waive any and all objections based on settlement communications in this matter, other than California Evidence Code section 1152 evidentiary objections, including, but not limited to:

- a. Objections related to prejudice or bias of any of the Regional Water Board members or their advisors and any other objections that are premised in whole or in part on the fact that the Regional Water Board members or their advisors were exposed to some of the material facts and the Parties' settlement positions as a consequence of reviewing the Stipulation, and therefore may have formed impressions or conclusions prior to any contested evidentiary hearing on the Complaint in this matter; or
- b. Laches or delay or other equitable defenses based on the time period for administrative or judicial review to the extent this period has been extended by these settlement proceedings.

33. **Waiver of Hearing:** The Settling Respondent has been informed of the rights provided by CWC section 13323, subdivision (b), and hereby waives its right to a hearing for Complaint No. R4-2013-0053 before the Regional Water Board or a hearing panel prior to the adoption of the Stipulation and Proposed Order by the Regional Water Board or its delegee.

34. **Waiver of Right to Petition Regional Board's Adoption of Stipulation and Proposed Order:** The Settling Respondent hereby waives its right to petition the Regional Water Board's adoption of the Stipulation and Proposed Order for review by the State Water Resources Control Board, and further waives its rights, if any, to appeal the same to a California Superior Court and/or any California appellate level court. The Settling Respondent, however, reserves the rights to respond to any third party petitions related to the Complaint, this Stipulation or the SEP, and to petition the State Water Resources Control Board and the Superior Court under California Water Code sections 13320 and 13330 to review the orders, actions, failures to act, or other Regional Water Board decisions related to the rejection of this Stipulation and Proposed Order, the alternative enforcement of the Complaint under paragraph 17 above, or arising out of the enforcement or interpretation of this Stipulation and Proposed Order.

35. **Necessity for Written Approvals:** All approvals and decisions of the Regional Water Board under the terms of this Proposed Order shall be communicated to the Settling Respondent in writing. No oral advice, guidance, suggestions or comments by employees or officials of the Regional Water Board regarding submissions or notices shall be construed to relieve the Settling Respondent of its obligation to obtain any final written approval required by this Proposed Order.

36. **Authority to Bind:** Each person executing this Stipulation in a representative capacity represents and warrants that he or she is authorized to execute this Stipulation on behalf of and to bind the entity on whose behalf he or she executes the Stipulation.

37. **Effective Date:** The obligations under this Stipulation are effective and binding on the Parties only upon the approval of the Stipulation and entry of the Proposed Order by the Regional Water Board or delegee, which incorporates the terms of this Stipulation.

38. **Severability:** The provisions of this Stipulation and the Proposed Order are severable; should any provision be found invalid the remainder shall remain in full force and effect.

39. **Counterpart Signatures:** This Stipulation may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one document.

It is so stipulated.

California Regional Water Quality Control Board Prosecution Team,
Los Angeles Region

By: Paula Rasmussen
Paula Rasmussen, Assistant Executive Officer

Date: 4-8-2014

The City of San Buenaventura
By: Mark Watkins
Mark Watkins
City Manager

Date: 3/24/14

Approved as to Form:
By: Juli C. Scott
Juli C. Scott
Interim City Attorney
Date: 3-19-14

Order of the Regional Water Board

40. This Order incorporates the foregoing Stipulation and all terms and conditions thereof.

41. In accepting the foregoing Stipulation, the Regional Water Board has considered a mandatory minimum penalty for each serious and chronic effluent violation outlined in the Complaint pursuant to CWC section 13385, subdivisions (h) and (i). The Regional Water Board's findings are based upon information obtained by the Regional Water Board' staff in investigating the allegations in the Complaint or otherwise provided to the Regional Water Board. The Regional Water Board has reviewed the allegations in the Complaint and the information in the record and finds that the settlement is fair and reasonable and complies with its obligations under California Water Code section 13300, the 2010 State Water Resource Control Board Water Quality Enforcement Policy, and satisfies the objectives and requirements of the Federal Clean Water Act as implemented by the foregoing.

42. The Respondent is responsible for meeting the milestones, standards and indicators set forth in this Stipulation and Attachment A

43. The amount of the SEP complies with Water Code sections 13385(l)(1) and (2).

44. The proposed settlement was noticed to receive public comment from DATE through DATE. No comments were submitted to the Regional Board.

45. This is an action to enforce the laws and regulations administered by the Regional Water Board. The Regional Water Board finds that issuance of this Order is exempt from the provisions of the California Environmental Quality Act ("CEQA") (Public Resources Code, sections 21000 et seq.), in accordance with section 15321(a)(2), Title 14, of the California Code of Regulations. In implementing the SEP, the Settling Respondent shall comply with all applicable provisions of CEQA as described in the foregoing Stipulation and Attachment A.

Pursuant to CWC section 13323 and Government Code section 11415.60, **IT IS HEREBY ORDERED** on behalf of the California Los Angeles Regional Water Quality Control Board.

By:

Samuel Unger, P.E.
Executive Officer

Date:

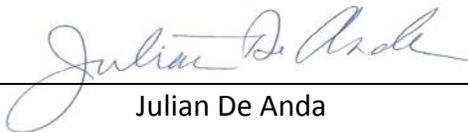
**Attachment A: Supplemental Environmental Project
Green Street Project – Hartman Drive**

Attachment A

Supplemental Environmental Project Green Street Project – Hartman Drive

**Work Plan
For
Green Street Project
HARTMAN DRIVE**

July 22, 2013



Julian De Anda

7/22/13

Date

PREPARED BY: The City of Ventura
Public Works Department
Engineering and Streets Division
501 Poli Street
Ventura, CA 93004

Background

The City of Ventura started a project 2012, known as the Katherine and Hartman Green Street Demonstration project that had to be shelved due to funding and City Council reprioritizing the project.

The purpose of the project is to divert the “first flush” storm water during rain events into sectionalized bioswales in order to treat the water for contaminants and heavy metals. The design consultant submitted the initial preliminary design report which has not been finalized in order to begin project design. Please find for your use, the work plan to perform the design and construction on Hartman Drive **for the maximum amount of funding allowed at \$303,000.**

Proposed Improvement

Existing Conditions

Hartman Drive is located in the midtown region of the City. The street is 250 feet long, 40 feet wide, and has a 60 foot right of way. The street has a public commercial parking lot on both sides and mostly conveys storm water flow from these parking lots as well as the street storm water flow. A portion of the roof water from the commercial units that are adjacent to the project site also contribute to the drainage along the street. There is currently no underground storm drain available in the area. See Figure 1 for project location.



Figure 1. Project Location

Proposed Drainage Conditions

The proposed project design would include narrowing the street width from 40 feet to 36 feet (curb to curb) in order to install eight new bioretention cells along the street. The bioretention cells will include drought tolerant plantings as well as new trees. There will be a plant establishment period during which City staff will water the plantings since no irrigation will be installed as part of the project. The existing driveway approaches would be replaced with new concrete as well as all damaged sidewalk. Seven foot wide permeable concrete pavement would be constructed along the parking area on both sides. The street would have a 22 foot wide drive aisle and two 7 foot wide street parking areas.

Street stormwater would be conveyed over the permeable pavement, along a curb and into a bioretention cells through curb slots. The proposed bioretention cells are designed to hold and infiltrate water into the ground. In large storm events the water will pond within the bioretention area and flow back out into the street and travel along the same flow path. Each bioretention cell is meant to act independently and each has a contributing drainage area to treat. The bioretention cells are not connected across or under the driveways. Hartman Drive is designed to retain a total of 3,250 cubic feet of storm water via the bioretention cells and permeable pavement. See figures 2 and 3 for conceptual proposed improvements.

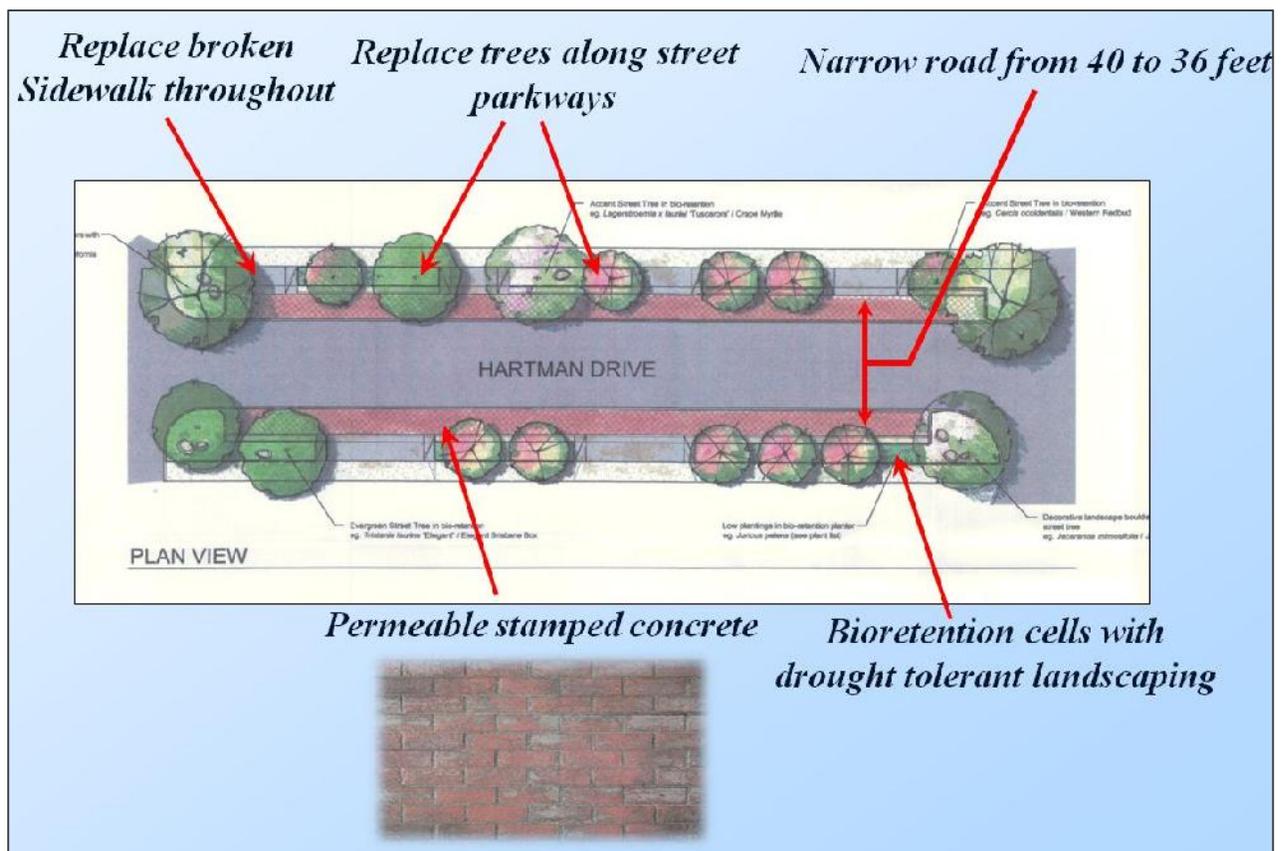


Figure 2. Proposed Improvements

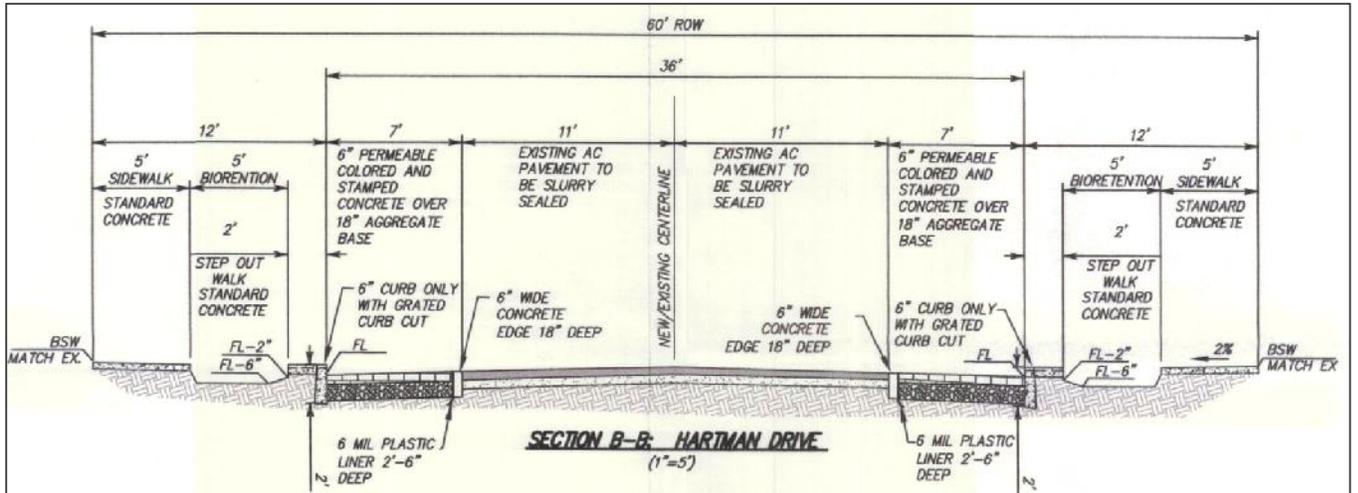


Figure 3. Proposed Improvements

The following figure shows a typical bioretention cell to be used in this project, which has been installed in Santa Monica, California:

Typical Bioretention Cell



Santa Monica, CA – Bicknell Road

Project Schedule

The project schedule from date of notice that allows for funding this project is shown below:

Reinstate Consultant for project:	2 months
Preliminary Design Report Review and Approval:	4 months
Final Design with Review:	7 months
Advertise Project and Open Bids:	2 month
Award Project:	2 months
Construction Phase:	6-7 months
Total estimated Time to complete:	23-24 months

