

**LOS ANGELES REGIONAL WATER QUALITY CONTROL BOARD**

**In the Matter of:**  
**CITY OF REDONDO BEACH**  
**SEASIDE LAGOON**

**ORDER R4-2025-0015 (Proposed)**  
**SETTLEMENT AGREEMENT AND**  
**STIPULATION FOR ENTRY OF**  
**ADMINISTRATIVE CIVIL LIABILITY**  
**ORDER; ORDER (PROPOSED)**

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**I. Introduction**

1. This Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order (Stipulated Order or Order) is entered into by and between the Acting Assistant Executive Officer of the California Regional Water Quality Control Board, Los Angeles Region (Regional Water Board), on behalf of the Regional Water Board Prosecution Team (Prosecution Team), and the City of Redondo Beach (City) (collectively known as the Parties) and is presented to the Regional Water Board, or its delegee, for adoption as an order by settlement, pursuant to Water Code section 13323 and Government Code section 11415.60.

**II. Recitals**

2. The City is the owner and operator of the Seaside Lagoon Facility located at 200 Portofino Way in the County of Los Angeles (Facility). The Facility is a swimming lagoon located near King Harbor.
3. Discharges from the Facility are regulated by Waste Discharge Requirements (WDRs) and National Pollutant Discharge Elimination System (NPDES) permit, Order No. R4-2017-0178, NPDES No. CA0064297, which became effective on November 1, 2017. Previously, the City was regulated by Order No. R4-2010-0185; Order No. R4-2017-0178 superseded Order No. R4-2010-0185 except for enforcement purposes.
4. Discharges from the Facility were also regulated by Time Schedule Order (TSO) No. R4-2017-0179. TSO Order No. R4-2017-0179 expired on October 31, 2022.
5. Water Code section 13385, subdivisions (h) and (i) require assessment of mandatory penalties and state, in part, the following:

Water Code section 13385, subdivision (h)(1) states:

Notwithstanding any other provision of this division, and except as provided in subdivisions (j), (k), and (l), a mandatory minimum penalty of three thousand dollars (\$3,000) shall be assessed for each serious violation.

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Water Code section 13385, subdivision (h)(2) states:

For the purposes of this section, a “serious violation” means any waste discharge that violates the effluent limitations contained in the applicable waste discharge requirements for a Group II pollutant, as specified in Appendix A to Section 123.45 of Title 40 of the Code of Federal Regulations, by 20 percent or more or for a Group I pollutant, as specified in Appendix A to Section 123.45 of Title 40 of the Code of Federal Regulations, by 40 percent or more.

Water Code section 13385, subdivision (i)(1) states, in part:

Notwithstanding any other provision of this division, and except as provided in subdivisions (j), (k), and (l), a mandatory minimum penalty of three thousand dollars (\$3,000) shall be assessed for each violation whenever the person does any of the following four or more times in any period of six consecutive months, except that the requirement to assess the mandatory minimum penalty shall not be applicable to the first three violations:

- A) Violates a waste discharge requirement effluent limitation.
- B) Fails to file a report pursuant to Section 13260.
- C) Files an incomplete report pursuant to Section 13260.
- D) Violates a toxicity effluent limitation contained in the applicable waste discharge requirements where the waste discharge requirements do not contain pollutant-specific effluent limitations for toxic pollutants.

6. Water Code section 13385, subdivision (j) exempts certain violations from the mandatory minimum penalties, and states, in relevant part:

Subdivisions (h) and (i) do not apply to any of the following:

- 3) A violation of an effluent limitation where the waste discharge is in compliance with either a cease and desist order issued pursuant to Section 13301 or a time schedule order issued pursuant to Section 13300 or 13308 if all of the following requirements are met:
  - C) The regional board establishes a time schedule for bringing the waste discharge into compliance with the effluent limitation that is as short as possible....For the purposes of this subdivision, the time schedule may not exceed five years in length .... The interim requirements shall include both of the following:
    - i) Effluent limitations for the pollutant or pollutants of concern.
    - ii) Actions and milestones leading to compliance with the effluent limitation.

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7. As shown in Attachment A, herein incorporated by reference, the Prosecution Team alleges that the City committed twenty-one (21) serious violations and forty-two (42) non-serious, or chronic, violations of the effluent limitations contained in Order No. R4-2017-0178 from June 2022 through July 2024. The Prosecution Team further alleges that serious violations are subject to MMPs under Water Code section 13385, subdivision (h) because measured concentrations of Group I and Group II constituents exceeded effluent limitations by 20 or 40 percent or more, respectively; also, thirty-seven (37) of the forty-two (42) non-serious violations are subject to MMPs under Water Code section 13385, subdivision (i)(1) because these violations were preceded by three or more effluent limit violations within a 180-day period.
8. The Parties have engaged in confidential settlement negotiations and agree to fully settle the violations alleged in this Stipulated Order without administrative or civil litigation and by presenting this Stipulation to the Regional Water Board, or its delegee, for adoption as an Order by settlement, pursuant to Water Code section 13323 and Government Code section 11415.60.
9. To resolve the violations by consent and without further administrative or civil proceedings, the Parties have agreed to settle an administrative civil liability against the City for the amount of one hundred seventy-four thousand dollars (\$174,000). The Prosecution Team believes that the resolution of the alleged violations is fair and reasonable and fulfills its enforcement objectives, that no further action is warranted concerning the violations alleged herein, and that this Stipulated Order is in the best interest of the public.

### **III. Stipulations**

The Parties stipulate to the following:

10. **Jurisdiction:** The Parties agree that the Regional Water Board has subject matter jurisdiction over the matters alleged in this action and personal jurisdiction of the Parties to this Stipulation.
11. **Administrative Civil Liability:** The City hereby agrees to settle for the amount of **one hundred seventy-four thousand dollars (\$174,000)** to resolve the violations specifically alleged in this Stipulated Order as follows:
  - a. No later than 30 days after the Regional Water Board, or its delegee, signs this Order, the City shall submit a check for **seventy-nine thousand five hundred dollars (\$79,500)** to the State Water Board. The check shall be made payable to the "State Water Pollution Cleanup and Abatement Account," reference the Order number on page one of this Order, and be mailed to:

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State Water Resources Control Board Accounting Office  
Attn: ACL Payment  
P.O. Box 1888  
Sacramento, CA 95812-1888

The City shall provide a copy of the check via email to the State Water Board, Office of Enforcement (**Catherine.Hawe@waterboards.ca.gov**) and the Regional Water Board (**Kristie.Kao@waterboards.ca.gov**).

- b. The Parties agree that the remaining **ninety-four thousand five hundred dollars (\$94,500)** (SEP Amount) of the administrative civil liability shall be utilized to implement the Redondo Beach Wilderness Park Stormwater Infiltration Water Quality Project as a Supplemental Environmental Project (SEP) as described herein and Attachment B, hereby incorporated by reference.

12. **SEP Requirements:** The Parties agree that the SEP Amount specified in paragraph 11.b. is for the SEPs identified in Attachment B and that SEP Amount shall be treated as a suspended administrative civil liability at the time of project completion for purposes of this Stipulated Order. The Regional Water Board is entitled to recover any SEP funds that are not expended in accordance with this Stipulated Order. Detailed project descriptions, including milestones, budgets, and performance measures are attached hereto as Attachment B.

13. **Nexus to the Violation:** The SEP Policy requires that a SEP has a nexus to the alleged violation. (SEP Policy, section VIII.F.) The SEP included in this Stipulated Order has a nexus to the location of the alleged violations because the primary benefits to be attained from the SEPs are located within a 50-mile radius of the location of the violations.

14. **SEP Categories:** The SEP Policy provides for seven categories of SEPs. (SEP Policy, section V.) The SEP is a "Pollution Reduction" SEP as the project intends to facilitate the capture and diversion of stormwater into nature-based solutions, such as bioswales and pervious pavers, rather than being discharged untreated to the receiving water.

15. **Reporting Requirements for the SEPs:** The City shall submit the following reports on SEP implementation to the Regional Water Board:

- a. **Quarterly Reports:** The SEP Policy requires that quarterly reports are required to be submitted at a minimum. Quarterly Reports shall be due every 3 months until the SEP completion date. Therefore, in addition to the reports that must be submitted in accordance with the schedule provided in the Project Milestones, Schedule, and Budget section of Attachment B, additional quarterly reports must be submitted on the 3<sup>rd</sup>,

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9<sup>th</sup>, 15<sup>th</sup>, and 21<sup>st</sup> month from adoption of this Stipulated Order. The Quarterly Reports, at a minimum, must describe the tasks completed during the previous quarter, whether the SEP Implementing Parties are in compliance with the milestones and deadlines contained in Attachment B and if not, the cause(s) of the delay(s) and the anticipated date of compliance with this Stipulated Order. The Quarterly Reports may also include descriptions and photos of activities completed during the previous quarter and an analysis of the SEP's progress. The first quarterly report shall be due three months from the date of adoption of this Order.

- b. **Certification of SEP Completion:** No later than the deadlines contained in Attachment B the City must submit a final report that documents SEP completion and provides a certified statement of SEP completion (Certification of SEP Completion), signed under penalty of perjury, that documents the following:
  - i. Certification of completion in accordance with the terms of this Stipulated Order, addressing how the expected outcome(s) for the project were met,
  - ii. Certification documenting the expenditures by the SEP Implementing Party during the completion period for the SEP, and
  - iii. Certification that the SEP Implementing Party followed all applicable environmental laws and regulations in implementing the SEP, including the California Environmental Quality Act, Porter-Cologne Water Quality Control Act, and federal Clean Water Act.
  - iv. Documentation of SEP completion may include photographs, invoices, receipts, certifications, and other materials reasonably necessary for the Regional Water Board to evaluate SEP completion and the costs incurred.

16. **Publicity Associated with the SEP:** Whenever the City, or its agents, publicizes one or more SEP elements, it shall state in a prominent manner that the project is undertaken as part of a settlement of a Regional Water Board enforcement action against the City.

17. **SEPs are Above and Beyond the City's Obligations:** The SEPs included in this Stipulated Order contain only measures that go above and beyond the City's obligations. The SEPs are not part of the City's normal business nor is the City otherwise legally required to implement any portion of the SEPs.

18. **No Benefit to Regional Water Board Functions, Members, or Staff:** These SEPs provide no direct fiscal benefit to the Regional Water Board's functions, its members, its staff, or any family member of staff.
19. **Regional Water Board Not Liable:** The Regional Water Board and its members, staff, attorneys, and representatives shall not be liable for any injury or damage to persons or property resulting from negligent or intentional acts or omissions by the City or its directors, officers, employees, agents, representatives, or contractors in carrying out activities pursuant to this Stipulated Order.
20. **Third Party Audit:** If the Regional Water Board obtains information reasonably indicating that the City has not expended money in the amounts claimed, or a SEP Implementing Party has not adequately completed the work in the SEP, the Regional Water Board or its delegee may require, and the City must submit, at its sole cost, a report prepared by an independent third party(ies) acceptable to the Regional Water Board or its delegee, stating that in its professional opinion, the City has or has not expended money in the amounts claimed. In the event of such an audit, the City agrees that the third-party auditor will be provided with access to relevant and non-privileged documents that the auditor requests. Such information must be provided to the Regional Water Board within three months of the date on which the Regional Water Board or its delegee requires the audit.
21. **Failure to Expend the SEP Amount on the Approved SEP:** If the City is not able to demonstrate to the reasonable satisfaction of the Executive Officer that the entire SEP Amount was spent on the completed SEP(s), the City shall pay the difference between the SEP Amount and the amount the City can demonstrate was actually spent on the SEP(s) (the Difference). The Executive Officer shall issue a "Notice of Violation" that will require the City to pay the Difference to the State Water Pollution Cleanup and Abatement Account within 30 days of the Notice of Violation's issuance date. The City shall submit payment consistent with the payment method described in paragraph 11.a. Payment of the Difference shall satisfy the City's obligations to implement the SEP.
22. **Request for Extension of Completion Date:** If the City anticipates delay in the schedule for any milestone or deadline resulting in the need to extend the SEP Completion Date, the City shall use reasonable efforts to notify the Executive Officer in writing at least thirty (30) days prior to the deadline or completion date of the event or circumstance that caused delay. The notice shall describe the reason for the inability to complete the milestone deadline or meet the SEP Completion Date and specifically refer to this Paragraph. The notice shall describe the anticipated length of time the delay may persist, the cause or causes of the delay including whether the circumstance(s) was beyond the reasonable control of the City, the measures taken or to be taken to minimize the delay and provide an updated milestone schedule by which the measures will be implemented. The City is expected to adopt reasonable measures to avoid and

minimize such delays. The Executive Officer will determine whether the circumstances were beyond the reasonable control of the City and establish a new compliance deadline if determined appropriate. The Executive Officer will endeavor to grant a reasonable extension of time if warranted.

- 23. Failure to Complete the SEP:** If the SEP is not fully implemented by the SEP Completion Dates listed in Attachments B or if there has been a material failure to satisfy a project milestone, the Executive Officer shall issue a "Notice of Failure to Complete SEP". The amount of suspended liability owed shall be determined via a Motion for Payment of Suspended Liability before the Regional Water Board or its delegee. The City shall be liable to pay the entire SEP Amount, or, if shown by the City, some portion thereof less the value of any completed milestones as stipulated to by the Parties in writing, or as determined by the Motion for Payment of Suspended Liability. Within 30 days of the Regional Water Board's or its delegee's determination of the suspended liability amount assessed for the City to pay, the City shall submit payment consistent with the payment method described in paragraph 11.a. Payment of the assessed amount shall satisfy the City's obligations to implement the SEP.
- 24. Replacement SEP:** If there is a material failure, in whole or in part, to perform the SEP described in paragraph 22, due to circumstances beyond the control of the City, and the Regional Water Board does not move to collect the Payment of Suspended Liability amount as provided in paragraph 22, above, the Parties agree that the City may propose a Replacement SEP. Whether there is a material failure to perform the SEP(s) described in paragraph 11.b. shall be determined by the Executive Officer. The City shall have 60 days from the date of the Executive Officer's determination to propose a Replacement SEP(s) from a Disadvantaged Community Supplemental Environmental Project List that was approved by the Regional Water Board and developed in partnership with the Rose Foundation for Communities and the Environment. The cost of the Replacement SEP shall be for the entire SEP Amount, or, some portion thereof less the value of any completed milestones as stipulated to by the Parties in writing and shall be treated as a suspended liability subject to the same conditions provided for the SEP being replaced. The terms and conditions of the Replacement SEP shall be memorialized in a Supplemental Agreement to this Stipulated Order, signed by both parties and approved by the Regional Water Board or its delegee. The Replacement SEP shall meet the criteria in the SEP Policy, and shall be completed within 36 months of the Regional Water Board's or its delegee's approval of the Supplemental Agreement (Replacement SEP Completion Date). The Executive Officer may grant an extension for good cause shown as to why the Replacement SEP cannot be completed by the Replacement SEP Completion Date. The Parties agree that, unless requested by the Executive Officer, the Supplemental Agreement will not be subject to public notice and comment so long as the initial notice and comment period complied

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with federal and/or state requirements. If there is a material failure to perform a Replacement SEP, then the Executive Officer shall issue a "Notice of Failure to Complete SEP" as described in paragraph 22. The City shall not have an opportunity to propose a second Replacement SEP should it fail to complete the Replacement SEP for any reason.

- 25. Regional Water Board Acceptance of Completed SEPs:** Upon the City's satisfaction of its obligations under this Stipulated Order, the completion of the SEPs and any audits, the designated Regional Water Board or its delegee shall issue a "Satisfaction of Order." The issuance of the Satisfaction of Order will terminate any further obligation of the City under this Stipulated Order and permanently suspend the SEP Amount.
- 26. Compliance with Applicable Laws and Regulatory Changes:** The City understands that payment of an administrative civil liability in accordance with the terms of this Stipulated Order and/or compliance with the terms of this Stipulated Order is not a substitute for compliance with applicable laws, and that additional violations of the type alleged may subject it to further enforcement, including additional administrative civil liabilities. Nothing in this Stipulated Order shall excuse the City from meeting any more stringent requirements which may be imposed hereafter by changes in applicable and legally binding legislation or regulations.
- 27. Party Contacts for Communications Related to Stipulated Order:**

For the Regional Water Board:

Kristie Kao  
Water Resource Control Engineer  
320 West 4<sup>th</sup> Street, Suite 200  
Los Angeles, CA 90013  
[Kristie.Kao@waterboards.ca.gov](mailto:Kristie.Kao@waterboards.ca.gov)

For the City:

Andrew S. Winje, PE  
Public Works Director, City of Redondo Beach  
531 N. Gertruda  
Redondo Beach, CA 90277  
[Andrew.Winje@redondo.org](mailto:Andrew.Winje@redondo.org)

- 28. No Admission of Liability:** The City denies the allegations described herein and the City has entered into this Stipulated Order in order to avoid protracted litigation and the costs associated therewith. Neither this Stipulated Order nor any payment pursuant to the Order shall constitute evidence of, or be construed as, a finding, adjudication, or acknowledgment of any fact, law or liability, nor shall it be construed as an admission of negligence, fault or wrongdoing, violation



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of any law, rule, or regulation by the City. Moreover, neither this Stipulated Order, nor any statement contained herein shall be admissible in any other proceeding, either legal, equitable, or administrative, except for the sole purpose of administration and enforcement of this Order. Except, the City recognizes that this Stipulated Order may be used as evidence of a prior enforcement action consistent with Water Code section 13327 and 13385, subdivision (e), and the State Water Board's Water Quality Enforcement Policy.

29. **Attorneys' 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.
30. **Public Notice:** The City understands that this Stipulated Order will be noticed for a 30-day public review and comment period prior to consideration by the Regional Water Board, or its delegee. If significant new information is received that reasonably affects the propriety of presenting this Stipulated Order to the Regional Water Board, or its delegee, for adoption, the Assistant Executive Officer may unilaterally declare this Stipulated Order void and decide not to present it to the Regional Water Board, or its delegee. The City agrees that it may not rescind or otherwise withdraw its approval of this proposed Stipulated Order.
31. **Procedure:** The Parties agree that the procedure that has been adopted for the approval of the settlement by the Parties and review by the public, as reflected in this Order, will be adequate. In the event procedural objections are raised prior to this Stipulated 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.
32. **No Waiver of Right to Enforce:** The failure of the Prosecution Team or Regional Water Board to enforce any provision of this Stipulated Order shall in no way be deemed a waiver of such provision, or in any way affect the validity of this Stipulated Order. The failure of the Prosecution Team or Regional Water Board to enforce any such provision shall not preclude it from later enforcing the same or any other provision of this Stipulated Order. No oral advice, guidance, suggestions, or comments by employees or officials of any Party regarding matters covered under this Stipulated Order shall be construed to relieve any Party regarding matters covered in this Stipulated Order. The Regional Water Board reserves all rights to take additional enforcement actions, including, without limitation, the issuance of administrative civil liability complaints or orders for violations other than those addressed by this Order.
33. **Effect of Stipulated Order:** Except as expressly provided in this Stipulated Order, nothing in this Stipulated Order is intended nor shall it be construed to preclude the Regional Water Board or any state agency, department, board or

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entity or any local agency from exercising its authority under any law, statute, or regulation.

34. **Interpretation:** This Stipulated Order shall not be construed against the party preparing it but shall be construed as if the Parties jointly prepared it and any uncertainty and ambiguity shall not be interpreted against any one party.
35. **Modification:** This Stipulated Order shall not be modified by any of the Parties by oral representation whether made before or after the execution of this Order. All modifications must be made in writing and approved by the Regional Water Board or its delegee.
36. **Integration:** This Stipulated Order constitutes the entire agreement between the Parties and may not be amended or supplemented except as provided for in this Stipulated Order.
37. **If Order Does Not Take Effect:** The City's obligations under this Stipulated Order are contingent upon the entry of the Order of the Regional Water Board as proposed. In the event that this Stipulated Order does not take effect because it is not approved by the Regional Water Board, or its delegee, or is vacated in whole or in part by the State Water Board or a court, the Parties acknowledge that the Prosecution Team may proceed to a contested evidentiary hearing before the Regional Water Board to determine whether to assess an administrative civil liability for the underlying alleged violations, or may continue to pursue settlement. 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 any subsequent administrative or judicial proceeding or hearing and will be fully protected by California Evidence Code sections 1152 and 1154; California Government Code section 11415.60; Rule 408, Federal Rules of Evidence; and any other applicable privilege under federal and/or state law. The Parties also agree to waive any and all objections related to their efforts to settle this matter, 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 to the extent that they 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, and therefore may have formed impressions or conclusions, prior to conducting any contested evidentiary hearing in this matter; or
  - b. Laches or delay or other equitable defenses solely related to the time period between public notice of this Order and any subsequent contested evidentiary hearing in this matter, but the City reserves its right to assert any other defenses at such hearing.

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38. **Waiver of Hearing:** The City has been informed of the rights provided by Water Code section 13323, subdivision (b), and, if the settlement is adopted by the Regional Water Board, hereby waives its right to a hearing before the Regional Water Board prior to the Stipulated Order's adoption. However, should the settlement not be adopted, and should the matter proceed to the Regional Water Board or State Water Board for hearing, the City does not waive the right to a hearing before an order is imposed.
39. **Waiver of Right to Petition:** Except in the instance where the settlement is not adopted by the Regional Water Board, the City hereby waives the right to petition the Regional Water Board's adoption of the Stipulated Order as written for review by the State Water Board, and further waives the right, if any, to appeal the same to a California Superior Court and/or any California appellate level court.
40. **Covenant Not to Sue:** The City covenants not to sue or pursue any administrative or civil claim(s) against any State Agency or the State of California, their officers, Board Members, employees, representatives, agents, or attorneys arising out of or relating to any matter expressly addressed by this Stipulation and Order. This provision is limited to the violations identified in Attachment A and the process for approval and adoption of the final Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order in this matter and does not preclude the City from challenging future unrelated actions by the Water Boards.
41. **Authority to Bind:** Each person executing this Stipulated Order in a representative capacity represents and warrants that they are authorized to execute this Order on behalf of and to bind the entity on whose behalf the Order is executed.
42. **Necessity for Written Approvals:** All approvals and decisions of the Regional Water Board under the terms of this Stipulated Order shall be communicated to the City 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 City of its obligation to obtain any final written approval required by this Stipulated Order.
43. **No Third Party Beneficiaries:** This Stipulated Order is not intended to confer any rights or obligation on any third party or parties, and no third party or parties shall have any right of action under this Stipulated Order for any cause whatsoever.
44. **Severability:** This Stipulated Order is severable; should any provision be found invalid, the remainder shall remain in full force and effect.

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45. **Effective Date:** This Stipulated Order shall be effective and binding on the Parties upon the date the Regional Water Board, or its delegee, enters the Order incorporating the terms of this Stipulated Order.
46. **Counterpart Signatures:** This Order 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. Further, this Stipulated Order may be executed by facsimile or electronic signature, and any such facsimile or electronic signature by any Party hereto shall be deemed to be an original signature and shall be binding on such Party to the same extent as if such facsimile or electronic signature were an original signature.

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**IT IS SO STIPULATED.**

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

By:  **Russ Colby**  
Russ Colby  
Acting Assistant Executive Officer

Digitally signed by Russ Colby  
Date: 2025.09.25 08:33:14 -07'00'

September 25, 2025

Date

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City of Redondo Beach

By:   
6BC0853B8F644F1...

9/18/2025 | 3:21 PM PDT  
Date

Print Name: James A. Light

Title: Mayor

DocuSigned by:  
  
72F2AC716C214CF...

Eleanor Manzano, City  
Clerk

Signed by:  
  
A5A27AAE40834DE...

Joy A. Ford, City  
Attorney

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**HAVING CONSIDERED THE PARTIES STIPULATIONS, THE LOS ANGELES REGIONAL WATER QUALITY CONTROL BOARD FINDS THAT:**

1. The foregoing Stipulation is fully incorporated herein and made part of this Order.
2. 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 (Public Resources Code, sections 21000 et seq.), in accordance with section 15321, subdivision (a)(2), Title 14, of the California Code of Regulations.
3. The Executive Officer of the Regional Water Board is authorized to refer this matter directly to the Attorney General for enforcement if the City fails to perform any of its obligations under this Order.

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

\_\_\_\_\_  
Susanna Arrendondo  
Executive Officer  
Los Angeles Regional Water Quality Control Board

\_\_\_\_\_  
Date

Attachment A: Effluent Limitation Violations  
Attachment B: Redondo Beach Wilderness Park Stormwater Infiltration Water Quality Project SEP

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Attachment A:  
Effluent Limitation Violations



**Attachment A – Effluent Limitation Violations**

<b>Violation Date</b>	<b>Monitoring Period</b>	<b>Violation Type</b>	<b>Parameter</b>	<b>Reported Value</b>	<b>Permit Limit</b>	<b>Units</b>	<b>Pollutant Category</b>	<b>% Exceeded</b>	<b>Serious / Chronic</b>	<b>Water Code Section 13385</b>	<b>Penalty</b>
06/06/22	June 2022	Daily Maximum	Oil and Grease	21.8	15	mg/L	1	45%	Serious	(h)1	\$3,000
06/06/22	June 2022	Daily Maximum	Copper	587	575	µg/L	2	2%	Chronic	(i)1	\$0
06/06/22	June 2022	Daily Maximum	Mercury	0.21	0.10	µg/L	2	110%	Serious	(h)1	\$3,000
06/17/22	June 2022	Daily Maximum	Enterococcus	199	104	MPN/100mL	OEV	NA	Chronic	(i)1	\$3,000
06/30/22	June 2022	Monthly Average	Copper	587	487	µg/L	2	21%	Serious	(h)1	\$3,000
06/30/22	June 2022	Monthly Average	Mercury	0.205	0.051	µg/L	2	302%	Serious	(h)1	\$3,000
06/30/22	June 2022	Monthly Average	Mercury	0.0022	0.0013	lbs/day	2	69%	Serious	(h)1	\$3,000
07/01/22	July 2022	Daily Maximum	Enterococcus	441	104	MPN/100mL	OEV	NA	Chronic	(i)1	\$3,000
07/08/22	July 2022	Daily Maximum	Enterococcus	146	104	MPN/100mL	OEV	NA	Chronic	(i)1	\$3,000
07/11/22	July 2022	Daily Maximum	Copper	546	537	µg/L	2	2%	Chronic	(i)1	\$3,000
07/22/22	July 2022	Daily Maximum	Fecal Coliform	598	400	MPN/100mL	OEV	NA	Chronic	(i)1	\$3,000
07/29/22	July 2022	Daily Maximum	Total Coliform	24,196	10000	MPN/100mL	OEV	NA	Chronic	(i)1	\$3,000

Settlement Agreement and Stipulation for Entry of Administrative Civil Liability  
Order No. R4-2025-0015  
City of Redondo Beach, Seaside Lagoon

Violation Date	Monitoring Period	Violation Type	Parameter	Reported Value	Permit Limit	Units	Pollutant Category	% Exceeded	Serious / Chronic	Water Code Section 13385	Penalty
07/29/22	July 2022	Daily Maximum	Fecal Coliform	24,196	400	MPN/100mL	OEV	NA	Chronic	(i)1	\$3,000
07/29/22	July 2022	Daily Maximum	Enterococcus	12,033	104	MPN/100mL	OEV	NA	Chronic	(i)1	\$3,000
07/31/22	July 2022	Monthly Average	Copper	546	534	µg/L	2	2%	Chronic	(i)1	\$3,000
08/03/22	August 2022	Daily Maximum	Total Coliform	12,997	10000	MPN/100mL	OEV	NA	Chronic	(i)1	\$3,000
08/03/22	August 2022	Daily Maximum	Fecal Coliform	12,997	400	MPN/100mL	OEV	NA	Chronic	(i)1	\$3,000
08/03/22	August 2022	Daily Maximum	Enterococcus	24,196	104	MPN/100mL	OEV	NA	Chronic	(i)1	\$3,000
08/17/22	August 2022	Daily Maximum	Enterococcus	813	104	MPN/100mL	OEV	NA	Chronic	(i)1	\$3,000
08/31/22	August 2022	Monthly Average	Total Coliform	2,367	1000	MPN/100mL	OEV	NA	Chronic	(i)1	\$3,000
05/30/23	May 2023	Daily Maximum	TSS	132	88	mg/L	1	50%	Serious	(h)1	\$3,000
05/30/23	May 2023	Daily Maximum	Fecal Coliform	1,785	400	MPN/100mL	OEV	NA	Chronic	(i)1	\$0
06/07/23	June 2023	Daily Maximum	Copper	245	229	µg/L	2	7%	Chronic	(i)1	\$0
06/07/23	June 2023	Inst. Minimum	pH	6.43	6.5	s.u.	OEV	NA	Chronic	(i)1	\$3,000
06/07/23	June 2023	Daily Maximum	TSS	106	75	mg/L	1	41%	Serious	(h)1	\$3,000

Settlement Agreement and Stipulation for Entry of Administrative Civil Liability  
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City of Redondo Beach, Seaside Lagoon

Violation Date	Monitoring Period	Violation Type	Parameter	Reported Value	Permit Limit	Units	Pollutant Category	% Exceeded	Serious / Chronic	Water Code Section 13385	Penalty
06/07/23	June 2023	Daily Maximum	Mercury	0.35	0.10	µg/L	2	250%	Serious	(h)1	\$3,000
06/07/23	June 2023	Daily Maximum	Mercury	0.0037	0.0025	lbs/day	2	48%	Serious	(h)1	\$3,000
06/07/23	June 2023	Daily Maximum	Selenium	160	159	µg/L	2	1%	Chronic	(i)1	\$3,000
06/07/23	June 2023	Daily Maximum	Zinc	118	98	µg/L	2	20%	Serious	(h)1	\$3,000
06/12/23	June 2023	Daily Maximum	TSS	101	75	mg/L	1	35%	Chronic	(i)1	\$3,000
06/13/23	June 2023	Daily Maximum	Entero-coccus	148	104	MPN/100mL	OEV	NA	Chronic	(i)1	\$3,000
06/14/23	June 2023	Daily Maximum	Entero-coccus	373	104	MPN/100mL	OEV	NA	Chronic	(i)1	\$3,000
06/30/23	June 2023	Monthly Average	TSS	98	59	mg/L	1	66%	Serious	(h)1	\$3,000
06/30/23	June 2023	Monthly Average	Copper	245	221	µg/L	2	11%	Chronic	(i)1	\$3,000
06/30/23	June 2023	Monthly Average	Mercury	0.347	0.051	µg/L	2	580%	Serious	(h)1	\$3,000
06/30/23	June 2023	Monthly Average	Mercury	0.0037	0.0013	lbs/day	2	185%	Serious	(h)1	\$3,000
06/30/23	June 2023	Monthly Average	Selenium	160	158	µg/L	2	1%	Chronic	(i)1	\$3,000
06/30/23	June 2023	Monthly Average	Silver	1.096	0.92	µg/L	2	19%	Chronic	(i)1	\$3,000

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Violation Date	Monitoring Period	Violation Type	Parameter	Reported Value	Permit Limit	Units	Pollutant Category	% Exceeded	Serious / Chronic	Water Code Section 13385	Penalty
06/30/23	June 2023	Monthly Average	Zinc	118	74	µg/L	2	59%	Serious	(h)1	\$3,000
07/05/23	July 2023	Daily Maximum	Fecal Coliform	2,755	400	MPN/100mL	OEV	NA	Chronic	(i)1	\$3,000
07/06/23	July 2023	Daily Maximum	Residual Chlorine	10	8	µg/L	2	25%	Serious	(h)1	\$3,000
07/06/23	July 2023	Daily Maximum	Total Coliform	14,136	10000	MPN/100mL	OEV	NA	Chronic	(i)1	\$3,000
07/06/23	July 2023	Daily Maximum	Fecal Coliform	4,611	400	MPN/100mL	OEV	NA	Chronic	(i)1	\$3,000
07/10/23	July 2023	Daily Maximum	Fecal Coliform	982	400	MPN/100mL	OEV	NA	Chronic	(i)1	\$3,000
07/10/23	July 2023	Daily Maximum	Enterococcus	318	104	MPN/100mL	OEV	NA	Chronic	(i)1	\$3,000
07/11/23	July 2023	Daily Maximum	Copper	200	176	µg/L	2	14%	Chronic	(i)1	\$3,000
07/11/23	July 2023	Daily Maximum	Mercury	0.34	0.10	µg/L	2	240%	Serious	(h)1	\$3,000
07/11/23	July 2023	Daily Maximum	Mercury	0.0037	0.0025	lbs/day	2	48%	Serious	(h)1	\$3,000
07/12/23	July 2023	Daily Maximum	Fecal Coliform	1,956	400	MPN/100mL	OEV	NA	Chronic	(i)1	\$3,000
07/31/23	July 2023	Monthly Average	Copper	200	160	µg/L	2	25%	Serious	(h)1	\$3,000
07/31/23	July 2023	Monthly Average	Mercury	0.342	0.051	µg/L	2	571%	Serious	(h)1	\$3,000

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Violation Date	Monitoring Period	Violation Type	Parameter	Reported Value	Permit Limit	Units	Pollutant Category	% Exceeded	Serious / Chronic	Water Code Section 13385	Penalty
07/31/23	July 2023	Monthly Average	Mercury	0.0037	0.0013	lbs/day	2	185%	Serious	(h)1	\$3,000
07/31/23	July 2023	Monthly Average	Total Coliform	2,465	1000	MPN/100mL	OEV	NA	Chronic	(i)1	\$3,000
07/31/23	July 2023	Monthly Average	Fecal Coliform	614	200	MPN/100mL	OEV	NA	Chronic	(i)1	\$3,000
08/09/23	August 2023	Daily Maximum	Fecal Coliform	1,046	400	MPN/100mL	OEV	NA	Chronic	(i)1	\$3,000
05/30/24	May 2024	Daily Maximum	Enterococcus	160	104	MPN/100mL	OEV	NA	Chronic	(i)1	\$0
06/03/24	June 2024	Daily Maximum	Residual Chlorine	10	8	µg/L	2	25%	Serious	(h)1	\$3,000
06/03/24	June 2024	Daily Maximum	Enterococcus	370	104	MPN/100mL	OEV	NA	Chronic	(i)1	\$0
06/24/24	June 2024	Daily Maximum	Fecal Coliform	500	400	MPN/100mL	OEV	NA	Chronic	(i)1	\$3,000
07/10/24	July 2024	Daily Maximum	Fecal Coliform	2,400	400	MPN/100mL	OEV	NA	Chronic	(i)1	\$3,000
07/10/24	July 2024	Daily Maximum	Enterococcus	830	104	MPN/100mL	OEV	NA	Chronic	(i)1	\$3,000
07/25/24	July 2024	Daily Maximum	Fecal Coliform	780	400	MPN/100mL	OEV	NA	Chronic	(i)1	\$3,000
07/25/24	July 2024	Daily Maximum	Enterococcus	490	104	MPN/100mL	OEV	NA	Chronic	(i)1	\$3,000

Total: \$174,000

Settlement Agreement and Stipulation for Entry of Administrative Civil Liability  
Order R4-2025-0015  
City of Redondo Beach  
Seaside Lagoon

Attachment B:

Redondo Beach Wilderness Park Stormwater Infiltration Water  
Quality Project SEP

Settlement Agreement and Stipulation for Entry of Administrative Civil Liability  
Order No. R4-2025-0015  
City of Redondo Beach  
Seaside Lagoon

Attachment B

City of Redondo Beach

Wilderness Park Stormwater Infiltration Water Quality Project

1. **Title:**  
Redondo Beach Wilderness Park Stormwater Infiltration Water Quality Project
2. **Project Amount:**  
\$94,000
3. **Project Lead:**  
City of Redondo Beach
4. **Contacts:**  
Geraldine Trivedi, Civil Engineer, City of Redondo Beach  
[Geraldine.trivedi@redondo.org](mailto:Geraldine.trivedi@redondo.org); 310-318-3195  
Andrew Winje, Director of Public Works, City of Redondo Beach  
[Andrew.winje@redondo.org](mailto:Andrew.winje@redondo.org); 310-318-3151

5. **Project Description:**

In order to protect and improve the water quality of our receiving waters, specifically in the Santa Monica Bay, the Supplemental Environmental Project (SEP) is in response to the Seaside Lagoon Settlement Offer dated August 21, 2024 with the Los Angeles Regional Water Quality Control Board No. R4-2023-0004.

The Supplemental Environmental Project is titled the Wilderness Park Stormwater Infiltration Water Quality Improvement Project and includes replacement of impervious surfaces with pervious surface (porous pavers), the installation of a trash removal device in the large parking lot catch basin, and diversion of parking lot stormwater runoff into up to 4 bioswale planters. The SEP Project will capture urban runoff from an approximately 2-acre drainage area. All dry weather flow to the BMPs (bioswales & pervious surfaces) will be captured and infiltrated onsite and a portion of the stormwater flow. Additionally, trash and debris from the drainage area will be screened, removed & properly disposed of. A conceptual map is attached to this document as Exhibit 1.

6. **Compliance with the California Environmental Quality Act (CEQA):**

This project involves surface replacement of an existing parking lot and minor modifications to the parking lot stormwater drainage, therefore this project is not subject to CEQA.

**7. Compliance SEP Criteria**

A SEP must be environmentally beneficial and directly benefit groundwater, surface water, and/or drinking water quality or quantity, address beneficial uses of waters of the State, and must fall within one of designated categories. This SEP project will directly benefit surface water quality and address the beneficial uses of waters of the State, and meet SEP approved categories.

This project is intended to facilitate the capture and diversion of untreated stormwater flow from entering the stormdrain system (flowing untreated into the receiving water), into nature-based solutions such as bioswales and pervious pavers thereby improving the water quality of local receiving waters. The SEP project meets the "Pollution Reduction" category by diverting polluted urban runoff that would otherwise be discharged into the receiving water. The SEP Project includes the installation of an educational component to this project by adding an educational sign highlighting the Low Impact Development BMPs and encouraging residents and visitors to implement BMPs on their own. The sign will state that the project is part of a settlement with the Los Angeles Regional Water Quality Control Board.

**8. Above and Beyond Discharger's Obligation**

The City is not required under other federal, state, or local law or regulation to complete any of the work to be funded by this SEP, nor has the City already committed to undertake this project based on existing commitments of federal or state loans, contracts, grants, or other forms of financial assistance or non-financial assistance.

**9. No Benefit to the Water Board Function, Members, Staff**

This SEP Project provides no direct fiscal benefit to the Los Angeles Water Quality Control Board's functions, its members, its staff, or family of its members or staff.

**10. Nexus to Nature of Location of Violations**

The SEP Project has a nexus to the location of the violations in Redondo Beach, California. The SEP project is located in the City of Redondo Beach, the same city as where the violations occurred. In addition, the project benefits are associated with the local receiving waters.



Settlement Agreement and Stipulation for Entry of Administrative Civil Liability  
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City of Redondo Beach  
Seaside Lagoon

**11. Project Milestones, Schedule & Budget:**

The following are the project milestones with completion/due dates noted based on the adoption of the Settlement Agreement between the City of Redondo Beach and the Los Angeles Regional Water Quality Control Board:

Due Date	Task Descriptions	Deliverables
6 months from adoption	<b>Milestone 1:</b> A draft Purchase Order and/or Agreement with pervious paver contractor to perform the work. <u>Deliverables:</u> 1. Draft Purchase Order and/or Contract with Contractor.	Project Report #1
12 months from adoption	<b>Milestone 2:</b> Fully executed Purchase Order and/or Agreement with pervious paver contractor to perform the work <u>Deliverables:</u> 2. Final executed Purchase Order and/or Agreement with contractor.	Project Report #2
18 months from adoption	<b>Milestone 3:</b> Purchase Order and/or Invoice for the Bioswales material (rocks & plants) and the catch basin trash removal device. Project Report #3 submittal <u>Deliverables:</u> 1. Project Report will include a summary of all work completed to date. 2. Project Report will include copies of all invoices paid to date.	Project Report #3
24 months from adoption	<b>Milestone 4:</b> Project construction completed, submittal of Final SEP Report. <u>Deliverables:</u> 1. Project Final Report will include a summary of all work completed to date, copies of all invoices paid, and/or internal work orders.	Project Report #4

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**Project Budget:**

The estimated project budget is outlined below, with a final expenditure set at \$94,500. Actual costs will be determined once project component expenses are finalized, including contractor quotes and material purchases. Funds may be reallocated between project components as needed to ensure efficient use of resources.

To optimize costs, the city plans to engage its park crews for specific tasks, such as soil excavation, rock placement, and concrete curb cuts, particularly for the bioswales installation. This collaborative approach will help streamline project execution while maintaining budget integrity.

Project Component Description:	Estimated Cost:
Install up to 4 Bioswales (curb cuts, minor drainage modifications, rocks & plants)	\$20,000
Install 1 large catch basin trash capture device	\$5,000
Install approximately 1,723 sq feet porous pavers (estimated cost of \$38/sq.ft).	\$65,500
Educational Entry Sign	\$4,000
TOTAL	\$94,500

**12. Final Post-Project Accounting & Expenditures**

City of Redondo Beach will track all costs and include financial data with project reports. City of Redondo Beach will also provide the Regional Board with a final report, submitted under penalty of perjury that declares SEP completion, address how the performance measure were met, and provides final accounting of SEP expenditures, as required by the stipulated Order.

**13. Project Performance Measures**

The SEP must achieve all of the following performance measures to be deemed complete:

Milestone 1	Submit Draft Purchase Order and/or Agreement between the City of Redondo Beach and contractor.
Milestone 2	Submit Final Purchase Order and/or executed Agreement between the City of Redondo Beach and contractor.
Milestone 3	Submit Purchase Order and Invoice for the bioswale rocks & plants and the catch basin trash removal device.
Milestone 4	Submit Final Report Project to include a summary of all work completed, copies of all invoices paid, and/or internal work orders.

**14. Reports to the Water Board**

All reports will be submitted to the Regional Board and the State Water Board Office of Enforcement to the contacts outlined in the final Settlement Offer.

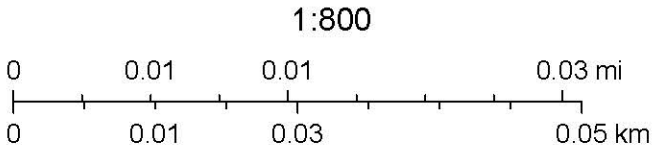


# Wilderness Park Stormwater Infiltration Water Quality Improvement Project



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City Boundary



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