

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
NORTH COAST REGION**

In the matter of:)	
)	Order R1-2024-0059
City of Eureka Elk River Wastewater Treatment Plant)	
)	SETTLEMENT AGREEMENT AND
Attn: Brittany Powell)	STIPULATION FOR ENTRY OF
Project Manager)	ADMINISTRATIVE CIVIL LIABILITY
City of Eureka Wastewater Treatment Facility)	ORDER
WDID No. 1B82151OHUM)	

Section I: Introduction

This Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order (Stipulated Order) is entered into by and between the Regional Water Quality Control Board, North Coast Region, Prosecution Team (Prosecution Team) and the City of Eureka (Discharger) (collectively, Parties) and is presented to the Regional Water Quality Control Board, North Coast Region (Regional Water Board), or its delegate, for adoption as an Order by settlement pursuant to Government Code section 11415.60. This Stipulated Order resolves the violations reported by the City of Eureka Elk River Wastewater Treatment Plant (Facility) from September 5, 2022 through December 31, 2023 through the imposition of administrative civil liability against the Discharger in the amount of \$51,000.00.

Section II: Recitals

1. The Discharger owns and operates a Wastewater Treatment Facility (WWTF), a publicly owned treatment works (POTW), located at 4301 Hilfiker Lane, Eureka, Humboldt County. From September 5, 2022 to the effective date of this Stipulated Order, the Discharger has been subject to the following requirements issued by the Regional Water Board:

Regulatory Measure	Order Number	Effective Dates
NPDES Permit	R1-2016-0001	08/01/2016 – 11/30/2023
NPDES Permit	R1-2023-0016	12/01/2023 – Present

2. During the respective effective dates listed above, Waste Discharge Requirements (WDRs) Order Nos. R1-2016-0001 and R1-2023-0016 (National Pollutant Discharge Elimination System [NPDES] Permit No. CA0024449) established,

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among other things, final effluent limitations for the discharges from the Discharger’s permitted discharge location, Discharge Point 001. Discharge Point 001 is the only discharge location cited in Order Nos. R1-2016-0001 (2016 Order) and R1-2023-0016 (2023 Order), which permits discharges to Humboldt Bay, identified as a Water of the United States.

- Section IV.A. of the 2016 Order and section 4.1.1 of the 2023 Order contains, in part, the following effluent limitations and discharge specifications for Cyanide, Ammonia Nitrogen, pH, and Fecal Coliform with which the Discharger is required to maintain compliance at Discharge Point 001:

Parameter	Units	Monthly Average	Daily Maximum	30-Day/ Monthly Median	Single Sample Maximum	Daily Minimum
Cyanide, Total (as CN)	ug/L	0.50	1.0	--	--	--
Ammonia Nitrogen, Total (as N)	mg/L	4.1	10	--	--	--
pH	Standard Units	--	--	--	--	6.0
Fecal Coliform	MPN/100 mL	--	--	14	43	--

- On March 27, 2024, the Assistant Executive Officer of the Regional Water Board issued Administrative Civil Liability Complaint No. R1-2024-0022 (Complaint) to the Discharger, seeking to impose \$51,000 in mandatory minimum penalties (MMPs) pursuant to Water Code section 13385, subdivisions (h) and (i), for violations of the above-referenced Ammonia Nitrogen effluent limitation on six (6) occasions, Fecal Coliform effluent limitation on six (6) occasions, Cyanide effluent limitation on four (4) occasions, and pH effluent limitation on one (1) occasion as identified in Exhibit A. Exhibit A is attached hereto and is incorporated herein by this reference. This Stipulated Order only addresses administrative civil liability for the violations specifically identified in Exhibit A, which are subject to MMPs under Water Code section 13385(h) and/or (i).
- Pursuant to Water Code section 13385(h), the Regional Water Board must assess a \$3,000 MMP for each serious violation. A “serious violation” means any waste discharge that violates the effluent limitations contained in the applicable WDRs for a Group II pollutant by 20 percent or more or for a Group I pollutant by 40 percent or more.

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6. Pursuant to Water Code section 13385(i), the Regional Water Board must assess a \$3,000 MMP for each violation whenever a discharger does any of the following four or more times in period of six consecutive months, except that the requirement to assess the MMP shall not be applicable to the first three violations:
 - a. Violates a WDRs effluent limitation.
 - b. Fails to file a report pursuant to Water Code section 13260.
 - c. Files an incomplete report pursuant to Water Code section 13260.
 - d. Violates a toxicity effluent limitation contained in the applicable WDRs where the WDRs do not contain pollutant-specific effluent limitations for toxic pollutants.
7. The Discharger's self-monitoring reports from September 5, 2022 through December 31, 2023 document twenty (20) violations of effluent limitations set forth in WDRs Order Nos. R1-2016-0001 and R1-2023-0016. Of the twenty (20) effluent limitation violations, three (3) were exempt for occurrence during the initial six-month period.
8. This Stipulated Order resolves seventeen (17) non-exempt effluent limitation violations subject to MMPs pursuant to Water Code section 13385, subdivisions (h) and (i), as identified in Exhibit A. The total administrative civil liability amount is **\$51,000** (17 violations x \$3,000 per violation).
9. Pursuant to Water Code section 13385(l)(1), in lieu of assessing penalties pursuant to Water Code section 13385(h) or (i), the Regional Water Board, with the concurrence of the Discharger, may direct a portion of the penalty amount to be expended on a supplemental environmental project (SEP) in accordance with the enforcement policy of the State Water Resources Control Board (State Water Board). If the penalty amount exceeds fifteen thousand dollars (\$15,000), the portion of the penalty amount that may be expended on a SEP may not exceed fifteen thousand dollars (\$15,000) plus 50 percent of the penalty amount that exceeds fifteen thousand dollars (\$15,000).
 - a. Water Code section 13385(l)(2), provides: "For the purposes of this section, a 'supplemental environmental project' means an environmentally beneficial project that a person agrees to undertake, with the approval of the regional board, that would not be undertaken in the absence of an enforcement action under this section."
10. To resolve the alleged violations set forth in Exhibit A, by consent and without further administrative proceedings, the Parties have agreed to the imposition of an administrative civil liability amount of **\$51,000** against the Discharger. The Discharger may apply up to \$33,000 (SEP Amount) of this amount to implement

the SEP, and such amount shall be permanently suspended upon timely completion of the SEP required herein.

11. The Parties have engaged in confidential settlement negotiations and agree to settle the matter without administrative or civil litigation by presenting this Stipulated Order 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.
12. The Prosecution Team has determined this resolution of the alleged violations is fair and reasonable and fulfills its enforcement objectives, that no further action is warranted concerning the alleged violations except as provided in this Stipulated Order, and that this Stipulated Order is in the public's interest.

Section III: Stipulations

The foregoing Recitals are adopted by the Parties, and they stipulate as follows:

13. **Administrative Civil Liability:** The Discharger hereby agrees to imposition of an administrative civil liability amount of **\$51,000** to resolve the alleged violations. The Parties agree that of the \$51,000, the Discharger shall expend up to the SEP Amount of \$33,000 to implement the SEP. Upon the Regional Water Board's review and approval of the information submitted pursuant to Paragraph 19, the Discharger's obligation to pay the SEP Amount shall be permanently suspended. The remaining balance of the ACL amount, which is \$18,000, is due and payable pursuant to this paragraph and shall be submitted by check made payable to the "State Water Pollution Cleanup and Abatement Account" no later than 30 days following adoption of this Order. The check shall reference the Order number R1-2024-0059 on page one of the Stipulated Order, and be mailed to:

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

The Dischargers shall provide a copy of the check via email to the State Water Board's Office of Enforcement (Asa.Standfeldt@waterboards.ca.gov) and the Regional Water Board (Jordan.Filak@waterboards.ca.gov).

14. **SEP Description:** The proposed SEP consists of the installation of one Low Impact Development (LID) feature at the southwest corner and two LID features on the southeast corner of the intersection of California Street and Del Norte Street in the city of Eureka, California. The project area is also located within the same sub watershed as the Facility. Each LID feature includes the installation of bioretention

planter boxes consisting of a three-inch mulch layer, eighteen-inch bioretention soil media, twelve-inch Caltrans class 2 permeable aggregate, and native, drought-resistant plants. Estimated SEP cost plus contingency is \$40,947.50.

The proposed SEP falls into the SEP category of Pollution Reduction. Regional Water Board staff reviewed the SEP Proposal and concluded it meets the definition of a SEP pursuant to the State Water Board’s 2017 Policy on Supplemental Environmental Projects (SEP Policy)¹. The SEP, as described and as incorporated into this Order by this reference s allowable as a SEP in accordance with section VI of the SEP Policy. Finally, the SEP will be completed within 12 months of adoption of this Order.

15. **SEP Milestone Requirements:** The Discharger agrees this Stipulated Order includes the Milestone Requirements set forth in Table 1 below. The Discharger agrees that acknowledgement of the completion of any Milestone Requirement is contingent on the Regional Water Board’s or its delegate’s adoption of this Stipulated Order. The implementation schedule for completion of the SEP is as follows:

Table 1 – Milestone Requirements

Task	Description	Proposed Completion Date
1	Complete Project Design	COMPLETE
2	Compile Project Documents and Solicit Bids	COMPLETE
3	CEQA Filed	COMPLETE
4	Receive Bids from Construction Firms	COMPLETE
5	Award Contract to Construction Firm	January 31, 2025
6	First Quarterly Progress Report	February 7, 2025

¹ 2017 Supplemental Environmental Projects Policy can be accessed online at: https://www.waterboards.ca.gov/water_issues/programs/enforcement/docs/seps/20180503_sep_policy_amd.pdf

Task	Description	Proposed Completion Date
7	Construction Firm Under Contract	March 31, 2025
8	Begin Construction of SEP	May 15, 2025
9	Second Quarterly Progress Report	May 30, 2025
10	Complete Construction of SEP	August 5, 2025
11	Install Rain Garden	August 31, 2025
12	Completion of SEP (fully installed and operational)	September 15, 2025
13	Submission of Final Report/ Certification of Compliance Project completion	September 30, 2025

16. Representations and Agreements Regarding the SEP:

- a. As a material condition for the Regional Water Board's acceptance of this Stipulated Order, the Discharger agrees it will spend the SEP Amount to implement the SEP in accordance with Table 1.
- b. The Discharger agrees the Regional Water Board has the right to require a third-party audit, at the Discharger's expense, of the funds expended to implement the SEP, and that the Discharger bears ultimate responsibility for meeting all deadlines specified in this Stipulated Order.

17. Publicity Associated with the SEP: Whenever the Discharger or its agents or subcontractors publicize one or more elements of the SEP, they shall state in a **prominent manner** that the SEP was undertaken as part of a settlement of a Regional Water Board enforcement action against the Discharger.

18. Progress Reports and Inspection Authority: The Discharger shall provide certified written quarterly reports describing the progress of SEP implementation, including the status of the Milestone Requirements as described in Table 1. The Discharger agrees that Regional Water Board staff, or its third-party oversight staff,

have permission to inspect the SEP at any time without advance notice during normal business hours.

19. **Certification of SEP Completion:** No later than 90 days (by December 29, 2025, unless extended) after the SEP Completion Date (on or before September 30, 2025, unless extended), a responsible official for the Discharger shall submit the certification of project completion, including a certified statement, signed under penalty of perjury, documenting the Discharger's expenditures in implementing the SEP and certifying the Discharger completed the SEP in accordance with the terms of this Stipulated Order. SEP expenditures may include external payments to outside vendors, but may *not* include the normal, routine work undertaken by Discharger's staff. In making such certification, the signatories may rely upon normal organizational project tracking systems that capture employee time and external payments to outside vendors, such as environmental and information technology contractors or consultants. 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 verify the costs incurred therefor. The Discharger shall provide Regional Water Board staff with any additional information reasonably necessary to verify the Discharger's SEP expenditures and completion. The Certification of Completion shall also include confirmation the Discharger followed all applicable environmental laws and regulations in implementing the SEP, including the California Environmental Quality Act (CEQA), Porter-Cologne Act (California Water Code), and the federal Clean Water Act.
20. **Time Extension for SEP:** The Executive Officer or their designee may extend the deadlines contained in this Stipulated Order if the Discharger demonstrates delays from unforeseeable contingencies, provided the Discharger continues to undertake all appropriate measures to meet its deadlines. **The Discharger shall make any deadline extension request in writing at least 30 days prior to the applicable deadline.** Under no circumstances may the completion of the SEP exceed five (5) years from the effective date of this Stipulated Order. Any approval of an extension by the Executive Officer or their designee must be in writing.
21. **Regional Water Board Acceptance of Completed SEP:** Upon the Discharger's satisfaction of its obligations under this Stipulated Order, completion of the SEP, and any audits, the Executive Officer will issue a "Satisfaction of Order." The Satisfaction of Order shall terminate any further obligations of the Discharger under this Stipulated Order and permanently suspend the remaining administrative civil liability amount.
22. **Failure to Expend All Suspended Funds on the Approved SEP:** If the Discharger is not able to demonstrate to the reasonable satisfaction of the Executive Officer that the entire SEP amount was spent on the completed SEP, the Discharger shall pay the full administrative civil liability (ACL) amount of

\$51,000. The Executive Officer shall issue a "Notice of Violation" that will require the Discharger to pay the total ACL amount to the State Water Pollution Cleanup and Abatement Account within 30 days of the Notice of Violation's issuance date. The Discharger shall submit payment consistent with the payment method described in Section III, Paragraph 14. Timely payment of the full ACL amount shall satisfy the Discharger's obligations to implement the SEP.

23. **Failure to Complete the SEP:** If the SEP is not fully implemented by the SEP Completion Date, or if there has been a material failure to satisfy any of the Milestone Requirements, Regional Water Board staff shall issue a Notice of Violation to the Discharger requiring the Discharger to pay either a portion of or the full SEP Amount. The amount to be paid shall be determined via a Motion for Payment of Suspended Liability decided by the Regional Water Board or its delegate. The Discharger shall be liable to pay the entire SEP Amount, or, if shown by the Discharger, some portion thereof less the amount spent to achieve any completed Milestone Requirement as stipulated to by the Parties in writing, or as determined by the Motion for Payment of Suspended Liability. Unless the Regional Water Board or its delegate determines otherwise, the Discharger shall not be entitled to any credit, offset, or reimbursement from the Regional Water Board for expenditures made on the SEP prior to the Notice of Violation's issuance date. Within 30 days of the Regional Water Board's or its delegate's ruling on the Motion for Payment of Suspended Liability, the Discharger shall submit payment pursuant to the ruling and consistent with the payment method described in Section III, Paragraph 13. Payment of the Suspended Liability amount determined by the Regional Water Board or its delegate, following the Motion for Payment of Suspended Liability, shall satisfy the Discharger's obligation to implement the SEP.
24. **Regional Water Board is not Liable:** Neither Regional Water Board members nor Regional Water Board staff, attorneys, or representatives shall be liable for any injury or damage to persons or property resulting from negligent or intentional acts or omissions of the Discharger, its directors, officers, employees, agents, representatives or contractors in carrying out activities pursuant to this Stipulated Order, nor shall the Regional Water Board, its members or staff be held as parties to or guarantors of any contract entered into by the Discharger, its directors, officers, employees, agents, representatives or contractors in carrying out activities pursuant to this Stipulated Order.
25. **Party Contacts for Communications related to Stipulation/Order:**
For the Regional Water Board: For the Discharger:

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Jordan Filak
Environmental Scientist
North Coast Regional Water
Quality Control Board
5550 Skylane Boulevard, Suite A
Santa Rosa, CA 95403
Jordan.Filak@waterboards.ca.gov
(707) 576-6743

Brittany Powell
Project Manager
City of Eureka Elk River Wastewater
Treatment Plant
4301 Hilfiker Lane,
Eureka, CA 95503
Bpowell@eurekaca.gov
(707) 441-4127

26. **Compliance with Applicable Laws:** The Discharger understands and agrees that complying with the terms of this Stipulated Order, including payment of the administrative civil liability set forth herein, is not a substitute for compliance with applicable laws, and that continuing violations of the type alleged herein may subject the discharger to further enforcement, including additional administrative civil liability.
27. **Matters Addressed by Stipulation:** Upon the Regional Water Board's or its delegate's adoption, this Stipulated Order represents a final and binding resolution and settlement of the alleged violation(s) as of the effective date of this Stipulated Order. The provisions of this paragraph are expressly conditioned on the completion of the SEP as specified herein.
28. **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 Stipulated Order.
29. **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.
30. **Public Notice:** The Discharger understands and agrees this Stipulated Order must be posted on the Regional Water Board's website for a 30-day public review and comment period prior to consideration by the Regional Water Board or its delegate. If significant new information is received that reasonably affects the propriety of presenting this Stipulated Order to the Regional Water Board, or its delegate, for

adoption, the Prosecution Team may unilaterally declare this Stipulated Order void and decide not to present it to the Regional Water Board or its delegate. The Discharger agrees it may not rescind or otherwise withdraw its approval of this proposed Stipulated Order.

31. **Addressing Objections Raised During Public Comment Period:** The Parties agree the procedure contemplated for the Regional Water Board's or its delegate's adoption of the Order, and public review of this Stipulated Order is lawful and adequate. The Parties understand the Regional Water Board, or its delegate, have the authority to require a public hearing on this Stipulated Order. In the event procedural objections are raised or the Regional Water Board requires a public hearing prior to the Order becoming effective, the Parties agree to meet and confer concerning any such objections, and may agree to revise or adjust the procedure and/or this Stipulated Order as necessary or advisable under the circumstances.
32. **Interpretation:** This Stipulated Order shall be construed as if the Parties prepared it jointly. Any uncertainty or ambiguity shall not be interpreted against any one Party. The Parties are each represented by counsel in this matter.
33. **Modification:** The Parties shall not modify this Stipulated Order by oral representation made before or after its execution. All modifications must be in writing, signed by all Parties, and approved by the Regional Water Board or its delegate.
34. **If Order Does Not Take Effect:** In the event the Order does not take effect because the Regional Water Board or its delegate does not approve it or the State Water Board or a court vacates it in whole or in part, the Parties acknowledge the matter may proceed to a contested evidentiary hearing before the Regional Water Board to determine whether to assess administrative civil liability for the underlying alleged violation(s) unless the Parties agree otherwise. The Parties agree all oral and written statements and agreements made during settlement discussions will not be admissible as evidence in any hearing on the alleged violation(s). The Parties agree to waive any and all objections that efforts to settle this matter preclude the Regional Water Board from proceeding with a contested evidentiary hearing on the matter, including, but not limited to the following:
 - a. Objections related to prejudice or bias of any 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 Stipulated Order, and therefore may have formed impressions or conclusions prior to any contested evidentiary hearing on the violations alleged in this matter; or

- b. laches² 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.
35. **Waiver of Hearing:** Discharger has been informed of the rights Water Code section 13323(b) provides, and hereby waives its right to a hearing before the Regional Water Board prior to this Order's adoption.
36. **Waiver of Right to Petition or Appeal:** Discharger hereby waives its right to petition the Regional Water Board's adoption of this Order for review by the State Water Board, and, further, waives its rights, if any, to appeal the same to any court, such as County Superior Courts and/or any California appellate-level court. This explicit waiver of rights includes potential future decisions by the Regional Water Board, or its delegate directly related to this Stipulated Order, including, but not limited to, time extensions, determination of SEP completion, and other terms contained in this Stipulated Order.
37. **Covenant Not to Sue:** Discharger 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 directly relating to any matter expressly addressed by this Stipulated Order or the SEP.
38. **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 Discharger in writing. No oral advice, guidance, suggestions, or comments from Regional Water Board employees or officials regarding submissions or notices shall be construed to relieve the Discharger of its obligation to obtain any final written approval this Stipulated Order requires.
39. **Authority to Bind:** Each person executing this Stipulated Order in a representative capacity represents and warrants he or she is authorized to execute this Stipulated Order on behalf of and to bind the entity on whose behalf he or she executes the Stipulated Order.
40. **Severability:** This Stipulated Order is severable; should any provision be found invalid the remainder of the Order shall remain in full force and effect.

² "Laches" is defined by Black's Law Dictionary, 2nd Ed., as: "1. Unreasonable delay or negligence in pursuing a right or claim (...) in a way that prejudices the party against whom relief is sought. 2. The equitable doctrine by which a court denies relief to a claimant who has unreasonably delayed or been negligent in asserting the claim, when that delay or negligence has prejudiced the party against whom relief is sought."

41. **Counterpart Signatures; Facsimile and Electronic Signature:** This Stipulated 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.
42. **Effective Date:** This Stipulated Order shall be effective and binding on the Parties upon the date the Regional Water Board, or its delegate, enters the Order incorporating the terms of this Stipulated Order.

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IT IS SO STIPULATED.

**California Regional Water Quality Control Board,
North Coast Region Prosecution Team**


Digitally signed by
Claudia E. Villacorta
Date: 2024.12.03
18:24:36 -08'00'

Date: _____

By: _____


**Claudia E. Villacorta, P.E.
Assistant Executive Officer**

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**City of Eureka Elk River
Wastewater Treatment
Plant**

Date: 12.10.2024

By: 

**Jesse Willor,
City Engineer**

ORDER OF THE REGIONAL WATER BOARD

43. This Order incorporates the foregoing Sections I through III by this reference as if set forth fully herein.
44. Issuance of this Order is being taken for the protection of the environment and to enforce the laws and regulations administered by the Regional Water Board and is exempt from provisions of CEQA (which is codified at Public Resources Code section 21000 *et seq.*) in accordance with 14 California Code of Regulations (CCR) section 15321(a)(2). This Order includes a SEP in the North Coast Region. If the Regional Water Board determines that implementation of any plan required by this Order will have a significant effect on the environment that is not otherwise exempt from CEQA, the Discharger shall conduct the necessary and appropriate environmental review prior to approval of the applicable plan. The Discharger will bear all costs of determining whether implementation of any plan required by this Order will have a significant impact on the environment and, if so, the Discharger shall bear all costs of preparing any documents necessary for environmental review. If necessary, the Discharger and a consultant acceptable to the Regional Water Board shall enter into a memorandum of understanding (MOU) with the Regional Water Board regarding such costs prior to undertaking any environmental review.
45. The Executive Officer is authorized to refer this matter directly to the Attorney General for enforcement if the Discharger fails to perform any of its obligations under the Order.

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IT IS HEREBY ORDERED pursuant to Water Code section 13323 and Government Code section 11415.60, on behalf of the California Regional Water Quality Control Board, North Coast Region.

Date: 1/22/2025

By:

Valerie Quinto
Executive Officer

Stipulated Order No. R1-2024-0059 for the City of Eureka Elk River WWTP

Attachments:

- A. Exhibit A – List of Violations Requiring Mandatory Minimum Penalties
- B. Exhibit B – Supplemental Environmental Project Description

Mandatory Penalty Administrative Civil Liability

Eureka City

Eureka City Elk River WWTP

WDID No. 1B82151OHUM

NPDES No. CA0024449

EXHIBIT "A"

Effluent Limitations Violations Requiring Mandatory Minimum Penalties

#	Violation Number	Violation Date	Constituent	Pollutant Group	Limitation Period	Limit	Result/Average	Units	Exempted from MMP?	Exempt Reason	% Over Limit	Date 180 Days Prior	Serious or Chronic Violation?	No. of Violations within 180 days	Mandatory Fine?	Water Code	Penalty
1	1109710	08/10/2022	Fecal Coliform	Other	Single Sample Maximum	43	70	MPN/100	Y	a	63%	02/11/2022	C	1	N		\$0
2	1109712	08/21/2022	Fecal Coliform	Other	Single Sample Maximum	43	500	MPN/100	Y	a	1063%	02/22/2022	C	2	N		\$0
3	1109713	09/04/2022	Fecal Coliform	Other	Single Sample Maximum	43	140	MPN/100	Y	a	226%	03/08/2022	C	3	N		\$0
4	1112849	10/13/2022	Fecal Coliform	Other	Single Sample Maximum	43	50	MPN/100	N	N/A	N/A	04/16/2022	C	> Ct. 3	Y	13385(i)	\$ 3,000
5	1112848	11/30/2022	Cyanide, Total (as CN)	Group 2	Monthly Maximum	0.5	1.2	ug/L	N	N/A	140%	06/03/2022	S	> Ct. 3	Y	13385(i)	\$ 3,000
6	1112850	11/30/2022	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	1.2	ug/L	N	N/A	20%	06/03/2022	S	> Ct. 3	Y	13385(i)	\$ 3,000
7	1112847	12/31/2022	Ammonia, Total (as N)	Group 1	Monthly Maximum	4.1	4.6	mg/L	N	N/A	12%	07/04/2022	C	> Ct. 3	Y	13385(i)	\$ 3,000
8	1115618	02/27/2023	Fecal Coliform	Other	Single Sample Maximum	43	130	MPN/100	N	N/A	N/A	08/31/2022	C	> Ct. 3	Y	13385(i)	\$ 3,000
9	1115617	03/13/2023	Fecal Coliform	Other	Single Sample Maximum	43	130	MPN/100	N	N/A	N/A	09/14/2022	C	> Ct. 3	Y	13385(i)	\$ 3,000
10	1118807	05/14/2023	Fecal Coliform	Other	Single Sample Maximum	43	80	MPN/100	N	N/A	N/A	11/15/2022	C	> Ct. 3	Y	13385(i)	\$ 3,000
11	1118806	05/15/2023	pH	Other	Daily Minimum	6	5.8	SU	N	N/A	N/A	11/16/2022	C	> Ct. 3	Y	13385(i)	\$ 3,000
12	1121431	08/10/2023	Ammonia, Total (as N)	Group 1	Daily Maximum	10	23	mg/L	N	N/A	130%	02/11/2023	S	> Ct. 3	Y	13385(i)	\$ 3,000
13	1121429	08/31/2023	Ammonia, Total (as N)	Group 1	Monthly Average	4.1	15	mg/L	N	N/A	266%	03/04/2023	S	> Ct. 3	Y	13385(i)	\$ 3,000
14	1121430	09/06/2023	Ammonia, Total (as N)	Group 1	Daily Maximum	10	20	mg/L	N	N/A	100%	03/10/2023	S	> Ct. 3	Y	13385(i)	\$ 3,000
15	1121433	09/18/2023	Fecal Coliform	Other	Single Sample Maximum	43	49	MPN/100	N	N/A	N/A	03/22/2023	C	> Ct. 3	Y	13385(i)	\$ 3,000
16	1121432	09/30/2023	Ammonia, Total (as N)	Group 1	Monthly Average	4.1	13	mg/L	N	N/A	217%	04/03/2023	S	> Ct. 3	Y	13385(i)	\$ 3,000
17	1123435	10/10/2023	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	1.5	ug/L	N	N/A	50%	04/13/2023	S	> Ct. 3	Y	13385(i)	\$ 3,000
18	1123434	10/31/2023	Cyanide, Total (as CN)	Group 2	Monthly Average	0.5	1.5	ug/L	N	N/A	200%	05/04/2023	S	> Ct. 3	Y	13385(i)	\$ 3,000
19	1123433	10/31/2023	Ammonia, Total (as N)	Group 1	Monthly Average	4.1	4.2	mg/L	N	N/A	2%	05/04/2023	C	> Ct. 3	Y	13385(i)	\$ 3,000
20	1123437	12/19/2023	Fecal Coliform	Other	Single Sample Maximum	43	130	MPN/100	N	N/A	N/A	06/22/2023	C	> Ct. 3	Y	13385(i)	\$ 3,000

Total Penalty: \$ 51,000

Legend of Table

a. Violation is not eligible for MMP because it was already included in a previous Enforcement Action. Included in this list to show rolling 180-day count.

Ct. Count – The number that follows represents the number of exceedances in the past 180 days. A count > than Ct. 3 means that a penalty under Water Code Section 13385 (i) applies.

1 - Violation occurs on sample date or last date of averaging period.

2 - For Group I pollutants, a violation is serious when the limit is exceeded by 40% or more

- For Group II pollutants, a violation is serious when the limit is exceeded by 20% or more

3 - When a serious violation occurs on the same day as a chronic, the serious violation is only assessed an MMP once and is counted last for the day when determining the number of chronic violations to be assessed a penalty.

Violation Period Between September 5, 2022 and December 31, 2023

Group I Violations Assessed MMP:	6
Group II Violations Assessed MMP:	4
Other Effluent Violations Assessed MMP:	7
Violations Exempt from MMP:	0
Total Violations Assessed MMP:	17

Mandatory Minimum Penalty = (8 Serious Violations + 9 Non-Serious Violations) x \$3,000 = \$51,000

State Water Resources Control Board and Regional Water Quality Control Boards Supplemental Environmental Project (SEP) Proposal Form

Please review the SEP FAQ prior to completing this form. Once the form is submitted, it will be sent to the appropriate Regional Board for consideration of inclusion on that Board's SEP List. The Regional Board will follow-up directly with the applicant if any additional information is necessary.

Name of Project: California and Del Norte LID Improvements

Project Applicant: City of Eureka

Address: 531 K Street, Eureka CA

Contact Person and Title: Kelly Allen, Project Manager Public Works

Contact phone number and email: (707) 268-5253

Project Category (check one or more)

- Public health
- Pollution prevention
- Pollution reduction
- Environmental restoration and protection
- Assessments and audits
- Environmental compliance promotion
- Other project with environmental and/or public health benefits

Project Location (include, as appropriate, city, county, address, waterbody)

At the intersection of California and Del Norte Street

Project Description

This project will install one LID feature on the south west corner and two LID features on the south east corner of the intersection. Please see attached plan sheet, Appendix A for an over view of the design.

Brief work plan containing tasks, deliverables, milestones, and schedule. The deliverables must include quarterly progress reports and a final completion report.

Please see attached Appendix B - Table 1 for detailed schedule of deliverables and milestones.

Total project cost and amount of SEP money requested. If there are other funding sources, indicate if the funds have been committed and whether there are any restrictions on the funds.

Estimated project cost plus contingency is \$40,947.50. SEP amount is \$33,000. See attached detailed engineers estimate in Appendix C.

Project readiness, including status of CEQA, permits, and landowner agreements

This project is 50% designed, working on the job description of CEQA now that we have a final scope of work. All work to be performed in the City right-of-way and outside of the Coastal zones, so no permits or land agreements required.

Expected benefits or improvements to water quality or beneficial uses

Stormwater runoff that is not infiltrated directly into the soil and that lands on developed surfaces accumulates pollutants such as: automotive fluids, cleaning solvents, toxic or hazardous chemicals, detergents, metals, bacteria, pesticides, oil and grease, food wastes, and other pollutants found on these surfaces. The daily traffic on the roadway are a significant source of automotive fluids, oil and grease, and several other potentially hazardous pollutants. The water quality benefits of capturing runoff and directing it to landscaping features on the corner of intersection is a clear opportunity for the City to provide an effective example of Low Impact Development.

Is the project located within, or does it benefit, an Environmental Justice community, a Disadvantaged Community, or a community that has a financial hardship? If yes, describe.

Yes, this project is located in a disadvantage community (DAC) in California as defined in the water code 79505.5. Per the DAC mapping tool this project falls in the DAC tracts, place, and block groups.

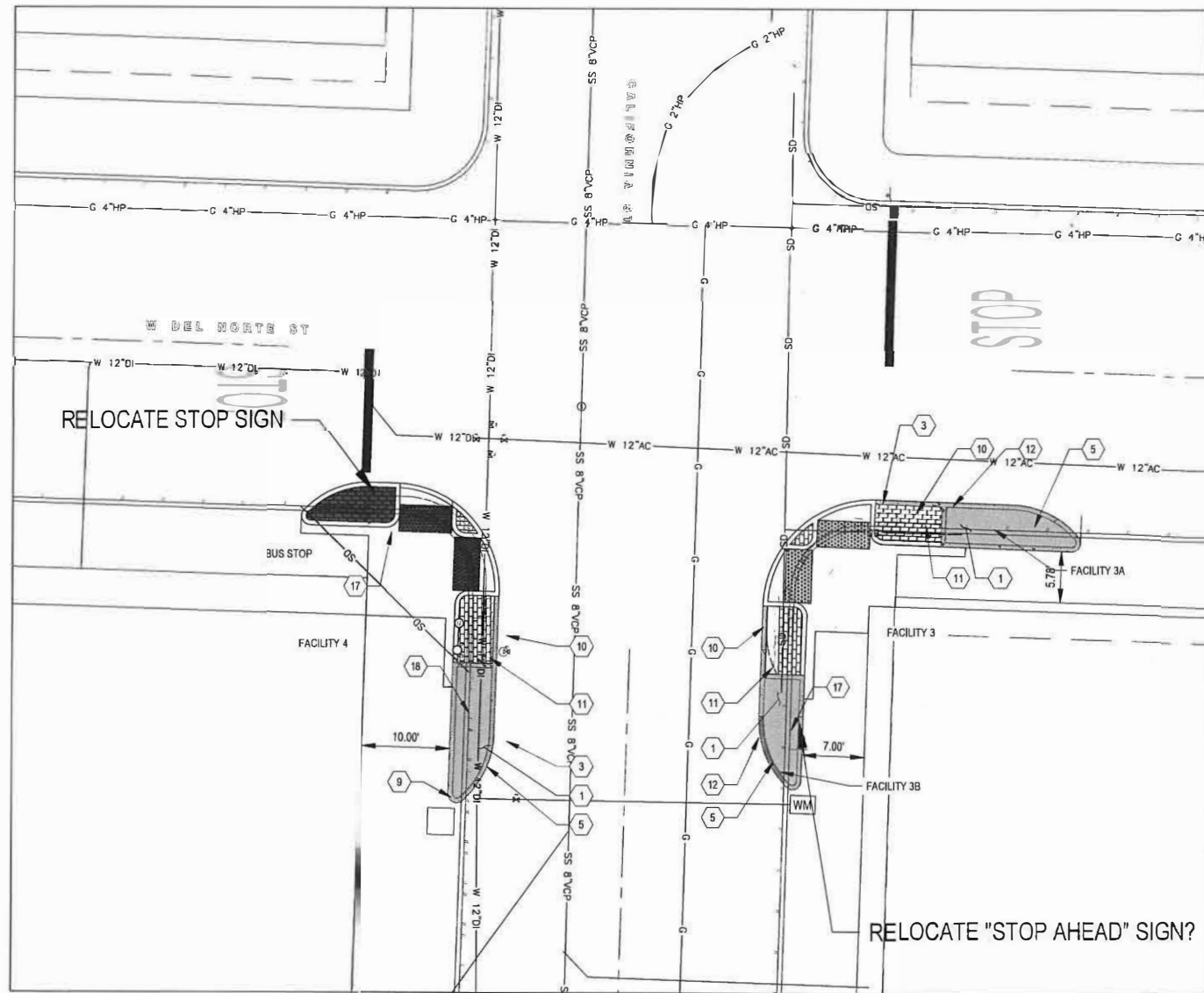
Will this project further the State Water Board's core value of the human right to water? If yes, describe.

No, this is a stormwater project.

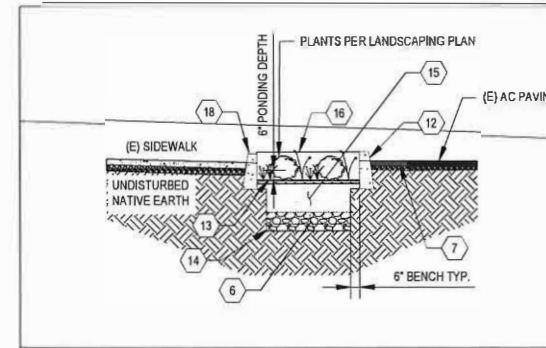
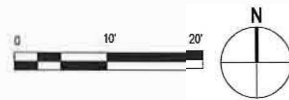
Optional information. If appropriate, discuss the following:

- Whether this project is resilient to climate change and conforms with State Water Board Resolution No. 2017-0012, [Comprehensive Response to Climate Change](#)
- Whether this project can be the basis for additional funding from other sources
- Whether this project is required by another entity or agency
- Whether this project has monitoring, success criteria, or other tools to track long-term success
- Whether the applicant has an established record of completing projects with the Water Board or other agencies
- Whether the applicant has the institutional stability and capacity to complete the project as proposed

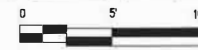
Appendix A



CALIFORNIA & DEL NORTE ST - LID IMPROVEMENTS



SECTION - FACILITY 2A THROUGH 4 TYPICAL SECTION



SHEET GENERAL NOTES

1. LOCATION OF EXISTING UTILITIES AND STRUCTURES ARE FROM INFORMATION AVAILABLE AT THE TIME OF DESIGN. EXACT LOCATION AND COMPLETENESS ARE NOT GUARANTEED. CONTRACTOR SHALL NOTIFY THE OWNER AND UNDERGROUND SERVICES ALERT (800) 227-2660 A MINIMUM OF 72 HOURS PRIOR TO ANY EXCAVATION AND SHALL POTHOLE FOR EXACT LOCATION. CONTRACTOR IS RESPONSIBLE FOR LOCATING EXISTING UTILITIES.
2. EXISTING ASBESTOS MATERIALS EXPECTED ON SITE. CONTRACTOR TO PROPERLY HANDLE AND DISPOSE OF HAZARDOUS MATERIALS PER SPECIFICATIONS.
3. UTILITY TRENCH AND PAVEMENT RESTORATION PER CITY STANDARD DRAWINGS M-10.
4. THE CONTRACTOR IS RESPONSIBLE FOR MATCHING EXISTING STREETS, PATHS, SURROUNDING LANDSCAPE AND OTHER IMPROVEMENTS WITH A SMOOTH TRANSITION IN PAVING, CURBS, GUTTERS, SIDEWALKS, GRADING, ETC. AND TO AVOID ANY ABRUPT OR APPARENT CHANGES IN GRADES, OR LOW SPOTS, AND HAZARDOUS CONDITIONS.
5. THERMOPLASTIC STRIPING DAMAGED DUE TO THE CONTRACTOR'S OPERATIONS SHALL BE REPLACED TO MATCH EXISTING PER CALTRANS STANDARD PLANS AND SPECIFICATIONS, LATEST EDITION.

SHEET KEYNOTES

1. (N) STREET BIORETENTION PLANTER BOX.
2. NOT USED.
3. (N) CURB PER CITY OF EUREKA STANDARD DETAIL R-20 ON SHEET C-501.
4. NOT USED.
5. (N) INLET/OUTLET, PER DETAIL 1/C-505.
6. (N) 12\"/>

No.	Issue	Checked	Approved	Date



Bar is one inch on original size sheet

Client CITY OF EUREKA

Project

Project No. D3/9 09/24/2024

Title CALIFORNIA & DEL NORTE ST - LID FEATURES

Size ANSI D

Sheet No. C-141 Sheet 25 of 66

Appendix B - Table 1: Compliance Project Milestones/ Deliverables

Task	Description	Proposed Completion Date
1	Complete Project Design	COMPLETE
2	Compile Project Documents and Solicit Bids	COMPLETE
3	CEQA Filed	COMPLETE
4	Receive Bids from Construction Firms	COMPLETE
5	Award Contract to Construction Firm	January 31, 2025
6	First Quarterly Progress Report	January 31, 2025
7	Construction Firm Under Contract	March 31, 2025
8	Begin Construction of SEP	May 15, 2025
9	Second Quarterly Progress Report	May 30, 2025
10	Complete Construction of SEP	August 5, 2025
11	Install Rain Garden	August 31, 2025
12	Completion of SEP (fully installed and operational)	September 15, 2025
13	Submission of Final Report/ Certification of Compliance Project completion	September 30, 2025

Appendix C - Projecty Manager Cost Esimate

September 12, 2024

Bid No. 2024-XX

Bid Opening Date: TBD, 2024

LID - CA & Del Norte

				Engineers Estimate	
Item #	Description	Est. Quantity	Unit	Unit Price	Total
1	Mobilization	1	Lump Sum	\$2,000.00	\$2,000.00
2	Traffic Control	1	Lump Sum	\$1,000.00	\$1,000.00
3	Sawcut, Remove, Dispose (E) Concrete, Asphalt	385	SF	\$15.00	\$5,775.00
4	Sidewalk/Blended Transition	150	SF	\$45.00	\$6,750.00
5	Planter Wall	150	LF	\$45.00	\$6,750.00
6	Stamped Concrete	50	SF	\$55.00	\$2,750.00
7	Pervious Backfill (Rain Garden)	8	CY	\$150.00	\$1,200.00
8	Biorention Soil Medial (Rain Garden)	12	CY	\$200.00	\$2,400.00
9	Planting (Rain Garden)	215	SF	\$40.00	\$8,600.00

Del Norte Base Bid:	\$	37,225.00
10% Contingency	\$	3,722.50
Grand Total	\$	40,947.50
SEP	\$	33,000.00
SW	\$	7,947.50