

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

In the matter of:

**City of Eureka,
Public Works Department
Elk River WWTF
Complaint No. R1-2015-0047 for
Administrative Civil Liability**

**Attn: Mr. Brian Gerving, Director
Public Works Department
WDID No. 1B821510HUM
NPDES Permit No. CA0024449**

Order R1-2016-0005

**SETTLEMENT AGREEMENT AND
STIPULATION FOR ENTRY OF
ADMINISTRATIVE CIVIL LIABILITY ORDER**

Section I: Introduction

This Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order (Stipulation, Order, or Stipulated Order) is entered into by and between the Assistant Executive Officer of the Regional Water Quality Control Board, North Coast Region (Regional Water Board), on behalf of the Regional Water Board Prosecution Team (Prosecution Team) and the City of Eureka (the Discharger) (collectively Parties) and is presented to the Regional Water Board for adoption as an Order, by settlement, pursuant to Government Code section 11415.60. This Stipulation and Order are in reference to an adjudicative proceeding initiated by the issuance of Administrative Civil Liability (ACL) Complaint No. R1-2015-0047 (Complaint), dated July 7, 2015, to the Discharger.

Section II: Recitals

1. The Discharger owns and operates the Elk River Wastewater Treatment Facilities (WWTF) located at 4301 Hilfiker Lane in Eureka, Humboldt County, California. The WWTF serves approximately 44,128 people in the City of Eureka and unincorporated areas within the Humboldt Community Services District. The WWTF treats domestic, commercial, and groundwater remediation project wastewater. The treatment facility discharges treated wastewater to the Pacific Ocean, via Humboldt Bay, and to freshwater wetlands adjacent to the treatment facility, both waters of the United States.
2. On June 4, 2009, the Regional Water Board adopted Order No. R1-2009-0033 to regulate discharges from the Discharger's WWTF to the Pacific Ocean. Order No. R1-2009-0033 became effective on July 24, 2009 and serves as an NPDES permit under the federal Clean Water Act.
3. On July 7, 2015, the Prosecution Team issued Administrative Civil Liability (ACL) Complaint No. R1-2015-0047 (Complaint) to the Discharger. The Complaint alleged that the Discharger exceeded the effluent limits for Copper, Total Chlorine Residual and Fecal Coliform as set forth in Order No. R1-2009-0033 on ten (10) occasions. Nine of the ten effluent limit violations are subject to mandatory minimum penalties (MMPs), as shown in Exhibit A of the Complaint, and attached and made a part of this Stipulation. The Regional Water Board alleges that these violations occurred during the period from March 1, 2014 through December 31, 2014. The Complaint proposed to assess \$27,000 in MMPs pursuant to Water Code section 13385, subdivisions (h) and (i).

4. Nine (9) additional effluent violations have occurred since the end of the Complaint Period (December 31, 2014) through September 30, 2015 as shown in Exhibit B, attached and made a part of this Stipulation. The Discharger exceeded the effluent limit for Copper as set forth in Order No. R1-2009-0033. These effluent violations are subject to MMPs pursuant to Water Code section 13385, subdivisions (h) and (i). The total MMP amount for the additional nine effluent violations is \$27,000.
5. This Stipulation addresses eighteen (18) effluent violations as identified in paragraphs 3 and 4 above that are subject to MMPs, and the total civil liability amount assessed for the effluent violations is \$54,000.
6. The Parties have engaged in settlement negotiations and agree to settle the matter without administrative or civil litigation and by presenting this Stipulation to the Regional Water Board for adoption as an Order pursuant to Government Code section 11415.60. To resolve by consent and without further administrative proceedings all alleged violations of Water Code section 13385 set forth in the Complaint, the Parties have agreed to the imposition of administrative civil liability in the amount of fifty-four thousand dollars (\$54,000) in mandatory minimum penalties against the Discharger. The Parties have further agreed that the Discharger will apply a portion of these penalties toward the cost to complete a Supplemental Environmental Project (SEP), in accordance with the terms of this Stipulation and Order.
7. On November 17, 2009, the State Water Board adopted Resolution No. 2009-0083 adopting the State Water Resources Control Board Water Quality Enforcement Policy (Enforcement Policy). The Enforcement Policy was approved by the Office of Administrative Law and became effective on May 20, 2010. The policy can be found at:
http://www.waterboards.ca.gov/water_issues/programs/enforcement/docs/enf_policy_final111709.pdf
8. The Parties agree that the resolution of the alleged violations is fair and reasonable and fulfills the Regional Water Board's enforcement objectives and meets the requirements under Water Code section 13385, subdivisions (h) and (i), and the State Water Resources Control Board Water Quality Enforcement Policy (Enforcement Policy), so 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.
9. Pursuant to Water Code section 13385, subdivision (l), the Regional Water Board may, in lieu of assessing a portion of mandatory minimum penalties pursuant to Water Code section 13385, subdivisions (h) and (i), allow a publicly owned treatment works to spend a portion of mandatory minimum penalties towards the completion of a SEP proposed by the publicly owned treatment works. The SEPs must conform to the requirements specified in the State Water Resources Control Board Policy on Supplemental Environmental Projects (SEP Policy).

Section III: Stipulations

The Parties stipulate to the following:

10. **Jurisdiction:** The Regional Water Board has subject matter jurisdiction over the matters alleged in this action and personal jurisdiction over the Parties to this Stipulation.

11. Administrative Civil Liability: The Discharger is subject to administrative civil liability in the amount of fifty-four thousand dollars (\$54,000) in mandatory minimum penalties. The Discharger shall pay within 30 days of issuance of this Order \$19,500 to the State Water Resources Control Board Cleanup and Abatement Account. The remaining \$34,500 shall be suspended (Suspended Liability) pending completion of a SEP, as set forth herein and described in Exhibit C attached hereto, and incorporated by this reference.

SEP Description: The proposed SEP consists of two sub-projects: (1) Further development and expansion of the Sequoia Park Zoo Stormwater and Water Pollution Prevention Program, and (2) Completion of a study and plans, and subsequent implementation of Low Impact Development (LID) measures to City parking facilities.

Sequoia Park Zoo Stormwater & Water Pollution Prevention Program: This sub-project involves acquisition of appropriate supplies and expansion of the existing Sequoia Park Zoo Stormwater and Water Pollution Prevention Program (Program). The Program goal is to educate K-6th grade school students and visitors to the Sequoia Park Zoo regarding sources of pollution within watersheds that affect drinking water and other beneficial uses. The Program includes an Afterschool Watershed Heroes Club, Watershed Heroes Tour (field trip), supplies to support the program including two watershed Enviroscape models for storm water and drinking water, interactive Discovery Carts, and the design and fabrication of an Information Station.

LID Plan & Implementation: The project includes developing and preparing plans for the north and east parking lots at City Hall featuring LID measures, and implementing the plans. The City Hall's parking lots drain to Humboldt Bay, receiving waters for the City's Elk River WWTF. The LID measures will help detain, filter and infiltrate rainfall runoff, improving the quality of water discharging into Humboldt Bay.

The SEP includes the following tasks and schedule:

TASK	DESCRIPTION	DEADLINE
<i>Sequoia Park Zoo Stormwater & Water Pollution Prevention Program</i>		
1	Plan Program Implementation	2/28/2016
2	Complete Interpretive Designs & Begin Watershed Heroes Club	3/31/2016
3	Begin Field Trips, Discovery Cart & SWMMP at Earth Day Event	4/30/2016
4	Complete all Programs, Assessment & Reports	6/30/2016
5	Complete Sub-Project & Submit Final Report	7/31/2016
<i>LID Plans & Implementation for City Hall Parking Lots</i>		
6	Develop LID Retrofit Plan (staff and/or local consultant)	1/31/2016
7	Remove Existing Curbs for Alterations	1/31/2016
8	Install Storm Drain & Curb Alterations	2/28/2016
9	Complete Plantings	3/31/2016
10	Install Open Grade Asphalt or Pervious Pavers/Concrete	6/30/2016
11	Complete Sub-Project & Submit Final Report	7/31/2016

12. The Costs: The Discharger has estimated the cost to be approximately \$15,000 to complete Tasks 1 - 5 and \$19,500 to complete Tasks 6 - 11. The amount of the liability to be suspended upon completion of the SEP is \$34,500 in mandatory minimum penalties, as authorized by Water Code section 13385, subdivision (l). No additional

liability above and beyond the \$34,500 shall be suspended for costs incurred to complete the SEP.

- 13. SEP Completion Date:** The SEP shall be concluded by July 31, 2016 (SEP Completion Date). A final report certifying the completion of the SEP shall be provided to the Regional Water Board and the State Water Resources Control Board's Division of Financial Assistance by July 31, 2016, as described in paragraph 18.
- 14. Failure to Complete the SEP:** Except as provided for in paragraph 20, if the SEP as described in this Order is determined to be infeasible, or if the Discharger fails to complete the SEP by the SEP Completion Date, the Regional Water Board shall issue a Notice of Violation (NOV). As a consequence, the Discharger shall be liable to pay the State Water Pollution Cleanup and Abatement Account the Suspended Liability within 30 days of receipt of the NOV.
- 15. SEP Oversight:** The Discharger will oversee implementation of the SEP. Additional oversight will be provided by the Regional Water Board. The Discharger is solely responsible for paying all reasonable oversight costs incurred by the Regional Water Board to oversee the SEP. The SEP oversight costs are in addition to the total administrative civil liability imposed against the Discharger and are not credited toward the Discharger's obligation to implement and complete the SEP. Reasonable oversight tasks to be performed by the Regional Water Board include but are not limited to, reviewing and evaluating progress, reviewing the final report, and verifying completion of the SEP.
- 16. Representation of the Discharger:** As a material consideration for the Regional Water Board's acceptance of this Stipulation, the Discharger represents that it will utilize the funds as described in Exhibit "C" to implement the SEP in accordance with the implementation schedule set forth above. The Discharger understands that its promise to implement the SEP, in its entirety and in accordance with the schedule for implementation, is a material condition of this settlement of liability between the Discharger and the Regional Water Board.
- 17. Representations and Agreements of the Discharger to Implement and Complete, Report, and Guarantee Implementation of the SEP:** As a material consideration for the Regional Water Board's acceptance of this Stipulation, the Discharger represents and agrees that (1) it will implement and complete the SEP as described in this Stipulation and Order; (2) it will provide certifications and written reports to the Designated Regional Water Board Representative consistent with the terms of this Stipulation detailing the implementation of the SEP; and (3) it will guarantee implementation of the SEP identified in Paragraph 11 and Exhibit C by remaining liable for the Suspended Liability until the SEP is completed and accepted by the Regional Water Board in accordance with the terms of this Stipulation. The Discharger agrees that the Regional Water Board has the right to require an audit of the funds expended by it to implement the SEP.
- 18. Certification of Completion of SEP:** On or before July 31, 2016, the Discharger shall provide a certified statement of completion of the SEP (Certification). The Certification shall be submitted by a responsible official under penalty of perjury under the laws of the state of California, to Regional Water Board staff. The Certification shall include the following:
 - a. Certification that the SEP has been completed in accordance with the terms of this Stipulation and Order. Such documentation may include plans, 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 Discharger.

- b. Certification documenting the expenditures by the Discharger during the completion period for the SEP. Expenditures may include, but are not limited to, payments to outside consultants, vendors or contractors implementing the SEP. The Discharger shall provide any additional information requested by the Regional Water Board staff that is reasonably necessary to verify SEP expenditures.
- c. Certification that the Discharger followed all applicable environmental laws and regulations in the implementation of the SEP including but not limited to the California Environmental Quality Act (CEQA), the Federal Clean Water Act, and the Porter-Cologne Act.

19. Third Party Financial Audit of SEP: At the written request of Regional Water Board staff, the Discharger, at its sole cost, shall submit a report prepared by an independent third party(ies) acceptable to the Regional Water Board staff providing such party's(ies') professional opinion that the Discharger has expended money in the amounts claimed by the Discharger. The written request shall specify the reasons why the audit is being requested. The audit report shall be provided to Regional Water Board staff within three (3) months of notice from Regional Water Board staff to the Discharger of the need for an independent third party audit. The audit need not address any costs incurred by the Regional Water Board for oversight.

20. Failure to Expend the Entire Suspended Liability on the Approved SEP: In the event that the Discharger is not able to demonstrate to the reasonable satisfaction of the Regional Water Board staff that the entire suspended liability of \$34,500 has been spent for the completed SEP, the Discharger shall pay the difference between the suspended liability of \$34,500 and the amount the Discharger can demonstrate was actually spent on the SEP, as administrative civil liability. The Discharger shall be liable to pay the State Water Board Cleanup and Abatement Account the additional administrative civil liability within 30 days of receipt of notice of the Regional Water Board staff's determination that the Discharger failed to demonstrate that the entire SEP Amount was spent to complete the SEP.

21. Extension of the Implementation Schedule Deadlines: If, given written justification from the Discharger and the Regional Water Board, staff determines that a delay in the SEP implementation schedule is beyond the reasonable control of the Discharger, the Executive Officer may revise the implementation schedule as appropriate. Written justification must be received by the Designated Regional Water Board Representative before the specific due date occurs, must describe circumstances causing the delay, and must state when each task of the SEP will be completed. If any extension of the implementation schedule is granted, the Regional Water Board staff shall provide the Discharger a new implementation schedule in writing, which shall include the date the SEP will be completed (Revised SEP Completion Date).

22. Completion of the SEP to the Regional Water Board Staff's Satisfaction: Upon the Discharger's satisfaction of its SEP obligations under this Stipulation and completion of the SEP and any audit requested by the Regional Water Board, Regional Water Board staff shall send the Discharger a letter recognizing satisfactory completion of its obligations under the SEP. Receipt of this letter shall terminate any further SEP obligations of the Discharger and result in the dismissal of the Suspended Liability.

23. Compliance with Applicable Laws: The Discharger understands that payment of administrative civil liability in accordance with the terms of this Order or compliance with the terms of this Order is not a substitute for compliance with applicable laws, and that continuing violations of the type alleged in the Complaint may subject it to further enforcement, including additional administrative civil liability.

24. 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 Prosecution Team or any state agency, department, board or entity or any local agency from exercising its authority under any law, statute, or regulation.

25. 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.

26. Party Contacts for Communications related to Stipulation/Order:

For the Regional Water Board:

Cecile Morris
Water Resource Control Engineer
North Coast Regional Water Quality
Control Board
5550 Skylane Boulevard, Suite A
Santa Rosa, CA 95403
Cecile.Morris@waterboards.ca.gov
(707) 576-2347

For the Discharger:

Brian Gerving
Director of Public Works
Chief Building Official
City of Eureka
531 K Street
Eureka, CA 95501
bgerving@ci.eureka.ca.gov
(707) 441-4152

27. Attorney's Fees and Costs: Each Party shall bear all attorneys' fees and costs arising from the Party's own counsel in connection with the matters set forth herein.

28. Public Notice: The Discharger understands that this Stipulation and Order will be noticed for a 30-day public comment period prior to consideration by the Regional Water Board. In the event objections are raised during the public comment period, the Regional Water Board or the Executive Officer may, under certain circumstances, require a public hearing regarding the Stipulation and Order. In that event, the Parties agree to meet and confer concerning any such objections, and may agree to revise or adjust the Stipulation and Order as necessary or advisable under the circumstances. If the Regional Water Board Assistant Executive Officer or other Prosecution Staff receives significant new information that reasonably affects the propriety of presenting this Stipulated Order to the Regional Water Board for adoption, the Regional Water Board Assistant Executive Officer may unilaterally declare this Stipulated Order void and decide not to present the Order to the Regional Water Board. The Discharger agrees that it may not rescind or otherwise withdraw its approval of this Stipulated and Order.

- 29. Addressing Objections Raised During Public Comment Period:** The Parties agree that the procedure contemplated for adopting the Order by the Regional Water Board and review of this Stipulation by the public is lawful and adequate. In the event procedural objections are raised 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 as necessary or advisable under the circumstances.
- 30. Interpretation:** This Stipulation and Order shall be construed as if the Parties prepared it jointly. Any uncertainty or ambiguity shall not be interpreted against any one Party.
- 31. Modification:** This Stipulation and Order shall not be modified by any of the Parties 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 Executive Officer.
- 32. 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.
- 33. If Order Does Not Take Effect:** In the event that this Order does not take effect because it is not approved by the Regional Water Board or is vacated in whole or in part by the State Water Board or a court, the Parties acknowledge that they expect to proceed to a contested evidentiary hearing before the Regional Water Board to determine whether to assess administrative civil liabilities for the underlying alleged violations, unless the Parties agree otherwise. 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. The Parties agree to waive any and all objections based on settlement communications in 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 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/or the Order, 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.
- 34. Waiver of Hearing:** The Discharger has been informed of the rights provided by Water Code section 13323, subdivision (b), and hereby waives its right to a hearing before the Regional Water Board prior to the adoption of the Order.
- 35. Waiver of Right to Petition:** The Discharger hereby waives its right to petition the Regional Water Board's adoption of the Order for review by the State Water Board, and further waives its rights, if any, to appeal the same to a California Superior Court and/or any California appellate level court.

- 36. Regional Water Board is Not Liable:** Neither the Regional Water Board members nor the Regional or State Water Board staff, attorneys, or representatives shall be liable for any injury or damage to persons or property resulting from acts or omissions by the Discharger its directors, officers, employees, agents, representatives or contractors in carrying out activities pursuant to this Stipulation and/or 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 Stipulation and Order.
- 37. Covenant Not to Sue:** Upon the effective date of this Stipulated Order, Discharger shall and does release, discharge, and covenant not to sue or pursue any civil or administrative claims against the Regional Water Board, including its officers, agents, directors, employees, contractors, subcontractors, attorneys, representatives, predecessors-in-interest, and successors and assigns for any and all claims or causes of action, of every kind and nature whatsoever, in law and equity, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, which arise out of or are related to this action.
- 38. Necessity for Written Approvals:** All approvals and decisions of the Regional Water Board under the terms of this Order shall be communicated to the Discharger 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 Discharger of its obligation to obtain any final written approval required by this Order.
- 39. 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.
- 40. Severability:** This Stipulations and Order are severable; should any provision be found invalid the remainder shall remain in full force and effect.
- 41. No Third Party Beneficiaries:** This stipulation is not intended to confer any rights or obligations on any third party or parties, and no third party or parties shall have any right of action under this Stipulation for any cause whatsoever.
- 42. 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. Further, this Stipulation 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.
- 43. Effective Date:** This Stipulation is effective and binding on the Parties upon the entry of this Order by the Regional Water Board, which incorporates the terms of this Stipulation.

IT IS SO STIPULATED.

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


Digitally signed by
Shin-Roei Lee
Date: 2016.01.22

By: Shin-Roei Lee 09:19:04 -08'00'
Assistant Executive Officer

City of Eureka, Elk River WWTF

Date: 24 Feb 2016

By: 
Brian Gerving
Director of Public Works
Chief Building Official

Findings of the Regional Water Board:

IT IS HEREBY ORDERED:

44. The Parties believe that settlement of this matter is in the best interest of the People of the State. Therefore, to settle the Complaint, the Discharger hereby agrees to comply with the terms and conditions of this Order.
45. The Regional Water Board finds that the Recitals set forth herein in Section II of the Stipulation are true.
46. 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(a)(2), Title 14, of the California Code of Regulations.
47. The Executive Officer of the Regional Water Board is authorized to refer this matter directly to the Attorney General for enforcement if the Dischargers fail to perform any of its obligations under the Order.
48. Fulfillment of the Discharger's obligations under this Order constitutes full and final satisfaction of any and all liability for the matters alleged in the Stipulation in accordance with the terms of the Order.

Order R1-2016-0005

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Stipulated Administrative Civil Liability Order
City of Eureka, Elk River WWTF

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, North Coast Region.

Matthias St. John
Executive Officer

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Enc: Exhibit A – List of Violations for Period from March 1- December 31, 2014
Exhibit B – List of Violations for Period from January 1-September 30, 2015
Exhibit C – Proposed SEP

MANDATORY PENALTY ADMINISTRATIVE CIVIL LIABILITY

Eureka City

Eureka City Elk River WWTP

WDID No. 1882151OHUM NPDES No. CA0024449

EXHIBIT "A"

Effluent Limitation 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	967399	03/11/2014	Copper, Total	Group 2	6-Month Median	33	37	ug/L	N								
2	969216	04/08/2014	Copper, Total	Group 2	6-Month Median	33	37	ug/L	N		12%	09/12/2013	C	6	Y	13385(i)	\$ 3,000
3	970158	05/13/2014	Copper, Total	Group 2	6-Month Median	33	34.5	ug/L	N		12%	10/10/2013	C	7	Y	13385(i)	\$ 3,000
4	978887	09/09/2014	Copper, Total	Group 2	6-Month Median	33	36	ug/L	N		5%	11/14/2013	C	7	Y	13385(i)	\$ 3,000
5	978888	09/30/2014	Fecal Coliform	Other	Other	10	17	%	N		9%	03/13/2014	N/A	3	N		\$ 0
6	980918	10/31/2014	Copper, Total	Group 2	6-Month Median	33	36	ug/L	N		N/A	04/03/2014	C	4	Y	13385(i)	\$ 3,000
7	983598	11/11/2014	Copper, Total	Group 2	6-Month Median	33	36	ug/L	N		9%	05/04/2014	C	4	Y	13385(i)	\$ 3,000
8	985263	12/08/2014	Copper, Total	Group 2	6-Month Median	33	36	ug/L	N		9%	05/15/2014	C	4	Y	13385(i)	\$ 3,000
9	985261	12/21/2014	Chlorine, Total Residual	Group 2	Single Sample	0.1	0.17	mg/L	N		9%	06/11/2014	C	5	Y	13385(i)	\$ 3,000
10	985262	12/30/2014	Fecal Coliform	Other	Other	10	12	%	N		70%	06/24/2014	C	6	Y	13385(i)	\$ 3,000
											N/A	07/03/2014	C	7	Y	13385(i)	\$ 3,000

Total Penalty: \$ 27,000

- 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 more than 40%
 - For Group II pollutants, a violation is serious when the limit is exceeded by more than 20%
- 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

Violation period ending the last day of December 2014

Group I Violations Assessed MMP: 0

Group II Violations Assessed MMP: 7

Other Effluent Violations Assessed MMP: 2

Violations Exempt from MMP: 0

Total Violations Assessed MMP: 9

Mandatory Minimum Penalty = (0 Serious Violations + 9 Non-Serious Violations) x \$3,000 = \$27,000

Eureka City

Eureka City Elk River WWTP

WDID No. 1B82151OHUM NPDES No. CA0024449

Effluent Limitation Violations Requiring Mandatory Minimum Penalties - January 1-September 30, 2015

#	Violation Number	Violation Date	Constituent	Pollutant Group	Limitation Period	Limit	Result/Average	Units	Exempted from MMP?	Exempt Reason or otherwise not subject to MMPs	% Over Limit	Date 180 Days Prior	Serious or Chronic Violation?	No. of Violations within 180 days (a)	Mandatory Fine?	Water Code	Penalty
1	987005	01/12/2015	Copper, Total	Group II	6-Month Median	33	36	ug/L	N		9%	07/16/2014	Chronic	>Ct.3	Y	13385(i)	\$ 3,000
2	988226	02/09/2015	Copper, Total	Group II	6-Month Median	33	34	ug/L	N		3%	08/13/2014	Chronic	>Ct.3	Y	13385(i)	\$ 3,000
3	989591	03/09/2015	Copper, Total	Group II	6-Month Median	33	34	ug/L	N		3%	09/10/2014	Chronic	>Ct.3	Y	13385(i)	\$ 3,000
4	991143	04/13/2015	Copper, Total	Group II	6-Month Median	33	35	ug/L	N		6%	10/15/2014	Chronic	>Ct.3	Y	13385(i)	\$ 3,000
5	992535	05/11/2015	Copper, Total	Group II	6-Month Median	33	41	ug/L	N		24%	11/12/2014	Serious	>Ct.3	Y	13385(i)	\$ 3,000
6	993669	06/08/2015	Copper, Total	Group II	6-Month Median	33	44	ug/L	N		33%	12/10/2014	Serious	>Ct.3	Y	13385(i)	\$ 3,000
7	994889	07/13/2015	Copper, Total	Group II	6-Month Median	33	38	ug/L	N		15%	01/14/2015	Chronic	>Ct.3	Y	13385(i)	\$ 3,000
8	996034	08/10/2015	Copper, Total	Group II	6-Month Median	33	38	ug/L	N		15%	02/11/2015	Chronic	>Ct.3	Y	13385(i)	\$ 3,000
9	998135	09/07/2015	Copper, Total	Group II	6-Month Median	33	38	ug/L	N		15%	03/11/2015	Chronic	>Ct.3	Y	13385(i)	\$ 3,000
																Total Penalty:	\$ 27,000

Table Legend:
a The first three violations in a six month period shall not receive MMP assessment unless it is serious
Ct. Count - Number of exceedances in the past 180 days, including this violation. A count >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 more than 40%
- For Group II pollutants, a violation is serious when the limit is exceeded by more than 20%

Violation period January 1 through September 30, 2015

Group I Violations Assessed MMP: 0
Group II Violations Assessed MMP: 9
Other Effluent Violations Assessed MMP: 0
Violations Exempt from MMP: 0
Total Violations Assessed MMP: 9
Mandatory Minimum Penalty = (0 Serious Violations + 9 Non-Serious Violations) x \$3,000 = \$27,000

SEQUOIA PARK ZOO STORMWATER AND WATER POLLUTION PREVENTION PROGRAM

SEP 2015-2016 Request for Funds

Exhibit C

Stormwater Pollution Prevention Education program continuation and expansion (staff salary costs)	\$7,500	<p>PROGRAM EXPANSION-- continue to deliver the current program and expand the zoo storm water pollution prevention program to serve:</p> <ol style="list-style-type: none"> 1. the <u>City of Eureka Afterschool Program</u> with an on-site <u>Watershed Heroes Club</u>. Club activities might include litter pick up in Sequoia Park, storm drain marking throughout the zoo neighborhood and various thematic activities (i.e. storm drain pollution bingo); 2. <u>Humboldt County public schools</u> with the implementation of a <u>Watershed Heroes Tour</u> for school field trips. This tour will focus on the Watershed Heroes exhibit. Its main messaging will be about how kids can be "Watershed Heroes" by keeping our watersheds clean. Tour will culminate with a photo opportunity at the pledge station and a public display of the child's pledge commitment on the "I am a Watershed Hero" Photo Posting Station (see below); 3. <u>Visitors and the general public</u> with the development and implementation of the "Watershed Heroes Discovery Cart" relating stormwater pollution prevention to drinking water, using the Enviroscapes--Drinking Water and Waste Water treatment model (see below). <p>#S SERVED-- We anticipate with this additional funding for staff support and program development, we can serve at least 2,000 additional people. The program at current funding levels (\$5,000 staff) currently serves 1,400 K-6 school field trip students & 800 visitors (families) at Earth Day Celebration Party for the Planet.</p>
General Stormwater program supplies	\$1,000	tattoos, stickers, supplies for demonstrations
Stormwater Pollution Watershed Enviroscapes model-replacement	\$1,000	This is a replacement for our current program, which after 5 years sprung a leak in the base. http://www.enviroscapes.com/nonpoint-source.html .
Drinking Water and Waste Water treatment Enviroscapes model and carrying case	\$1,500	This is a new model that will be used for teaching visitors about Tap the Mad and where our tap water comes from. http://www.enviroscapes.com/drinking-water-wastewater.html
Watershed Heroes Discovery Cart	\$750	Discovery carts are mobile and thematic interactive carts provided to the public and during other programs and manned by staff & volunteers. <u>Watershed Heroes Cart messages:</u> 1. Animals and humans depend on a clean and healthy watershed; 2. the health of the watershed depends on humans. YOU can be a Watershed Hero and keep our watersheds healthy for humans and animals. <u>Supplies needed:</u> Drinking Water and Waste Water treatment model (see above), Photo Posting Station, custom watershed element coins, animal skull replicas, cart
"I am a Watershed Hero" Photo Posting Station	\$1,250	Located in the already existing Watershed Heroes Headquarters, we will install a "I am a Watershed Hero" photo posting station where pictures of stormwater program participants taking a "Watershed Hero Pledge" through this stormwater program can be posted, therefore publically recognizing their commitment towards watershed health to the whole community. With these funds we will also replace Super Salmon paddles at the "Help Super Salmon find Pollution in her Stream" station, also located at the Watershed Heroes Headquarters.
Hydration Station-- Where Does OUR Drinking Water Come From? Information Station and art installation	\$2,000	Design and fabricate an attractive information station that will surround and draw greater attention to the already installed Hydration Station-- a drinking fountain with water bottle fill up and counter showing the "# of plastic bottles saved" from refilling personal water bottles (current # is "8750 plastic bottles saved" since installation). This installation may also include an artwork made out of recycled plastic bottles to provide a visual regarding how much space 1,000 waterbottles would occupy in a landfill. We intend to also tie in information about where our drinking water comes from and how it arrives in our home with the turn of a faucet. The community asks us the question "where does our water come from?" all the time when we are delivering stormwater education. Understanding the long journey from Ruth Lake, through treatment plants and under roads to our residential pipes, will provide a greater respect and stewardship of this valuable resource.
TOTAL FUNDS REQUESTED	\$15,000	

CITY OF EUREKA PARKING LOT LID IMPLEMENTATION PLAN

SEP 2015-2016 Request for Funds

Exhibit C

Parking Lot LID Implementation	\$19,500	<p>The City of Eureka maintains a network of several dozen paved parking lots of various sizes. All parking lots were constructed some time ago using methods conventional at the time. Only one of the parking facilities (the Hikshari Trailhead lot) incorporates features that treat and detain stormwater, or allow it to infiltrate. Stormwater from all City parking lots is conveyed through the City's storm drain system to Humboldt Bay, the receiving waters for the Elk River Waste Water Treatment Facility.</p> <p>One of the most heavily used and visible parking facilities in the City is at City Hall. The City proposes through this SEP to develop and implement a plan to install LID measures in both the north and east lots at City Hall. The project will include but is not limited to curb removal, landscaping, and storm drain modifications. The goal of the project is to reduce runoff by treating and detaining stormwater on site, then allowing it to infiltrate prior to discharging to the City's storm drain system.</p>
TOTAL FUNDS REQUESTED	\$19,500	

SPZ's STORMWATER AND WATER POLLUTION PREVENTION PROGRAM (SWPPP)

PROJECT ANSWERS

1. Do the two projects have support by other public agencies, groups or persons?

The Sequoia Park Zoo Stormwater Pollution Prevention Program (ZooSPPP) is supported by:

- City of Eureka Stormwater Division
- City of Eureka Parks and Recreation Dept
- Sequoia Park Zoo Foundation
- Humboldt County Office of Education
- California Regional Environmental Education Community (CREEC)
- Washington Elementary School
- local teachers

The Parking Lot LID Implementation Plan is supported by:

- City of Eureka Stormwater Division
- North Coast Stormwater Coalition
- California Department of Fish and Wildlife

2. Does the Sequoia Park Zoo Stormwater & Pollution Prevention Program have success criteria?

SPZ SWPPP program success will be assessed through a variety of strategies as appropriate per activity. Assessment methods are as follows:

Watershed Heroes Club, Afterschool program—students will be tested pre- and post-Club season to assess for learning outcomes related to their knowledge of water resources, stormwater and pollution prevention.

School Field trips—students will be tested upon zoo arrival and departure to assess for learning outcomes related to their knowledge of water pollution prevention. Teachers will also be asked to participate in a follow-up survey to assess how the teacher integrated the zoo visit into their classroom curriculum and if students implemented their Watershed Heroes pledge into their daily lives after their zoo field trip.

Hydration Station—to determine if the new interpretive and water bottle display increases visitor use of the already existing Hydration Station (refillable water bottle station), we will average visitor use both before and after installation of the art sculpture and interpretive messaging.

Zoo wide— This spring we also intend to implement a zoo-wide, web-based evaluation to assess learning outcomes and long-term behavioral modification resulting from the visitors' experience at the Watershed Heroes exhibit and pledge station.

3. Will the LID Parking Lot Implementation Plan include any water quality monitoring (before vs. after implementation)? Have these areas already been identified as pollutant sources?

The LID implements constructed in the City Hall parking lots will be sized based on the North Coast Stormwater Coalition's LID implementation manual. As such, the goal is to allow runoff from an 85th percentile design storm (0.65 inches/24 hours) to be retained and infiltrate on site. Given the area of impervious surface of the two lots, nearly 5000 gallons of potentially contaminated stormwater will infiltrate on site instead of being discharged to Humboldt Bay.

The parking lots serving City Hall are the most routinely used lots operated by the City of Eureka. The employee parking lot serves over two dozen City and employee vehicles daily, while the front lot, used primarily for customers, sees hundreds of vehicles per day. Currently, the parking lots are entirely composed of impervious surface, so any hydrocarbons leaked onto the pavement are conveyed directly to the storm drain system and, ultimately, Humboldt Bay.

4. For the two proposed projects, please identify specific milestones and include a corresponding time schedule for implementing.

SEQUOIA PARK ZOO SWPPP TIMELINE

Jan/Feb 2016--Once funding is finalized,

- Plan program implementation with all involved parties (zoo staff, Afterschool program staff, stormwater division)
- Designinterpretives-- Watershed Heroes Photo Station, Hydration Station signage, Super Salmon paddle

March 2016

- Complete interpretives, send to fabricator and install
- Begin Watershed Heroes Club (run for 10--12 weeks)

Apr 2016

- Begin Implementation of school field trip program(April 1)
- Continue implementation of Watershed Heroes Club
- Begin implementation of Watershed Heroes Discovery cart
- Deliver SWMMP program at Earth Day event

May 2016

- Continue to implement Watershed Heroes Club
- Continue to implement field trip program

June 2016

- Wrap up all programs
- Evaluate program assessment and write report

July 2016

- Write and submit final report

CITY HALL PARKING LOT LID IMPLEMENTATION PLAN TIMELINE

Jan 2016--Once funding is finalized,

- Develop the LID retrofit plan using staff and/or local consultants
- Remove existing curbs in areas where alterations are to be performed

February 2016

- Perform storm drain and curb alterations

March 2016

- Finalize plantings

April 2016

- Weather permitting, perform any alterations to existing asphalt areas, including open grade asphalt or pervious pavers/concrete