

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD  
SAN DIEGO REGION**

**IN THE MATTER OF CITY OF SAN DIEGO,  
MARCH 2023 SANITARY SEWER OVERFLOW,  
LAKE HODGES RESERVOIR**

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

**ORDER NO. R9-2025-0053**

**I. INTRODUCTION**

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

**II. RECITALS**

2. The City owns and operates the municipal sanitary sewer system of the City and provides wastewater conveyance and treatment services to its residents and 12 other cities and special districts. The wastewater system serves over 2 million residents in San Diego County and includes over 3,000 miles of sewer pipelines and 82 pump stations.

**MARCH 24, 2023 SANITARY SEWER OVERFLOW**

3. Lake Hodges is a drinking water reservoir, and a water of the United States located in north San Diego County, along Interstate 15 in the San Dieguito Hydrologic Unit (905.11). The reservoir is operated and maintained by the City and serves the City, as well as the San Dieguito Water District and Santa Fe Irrigation District.<sup>1</sup> In

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<sup>1</sup> Although the Lake Hodges water distribution area may serve some disadvantaged communities (DAC), the immediate area surrounding the lake is not a DAC according to the [Department of Water Resources' DAC Mapping Tool](#), or an SB 535 DAC according to [CalEnviroScreen](#).

accordance with [Resolution No. R9-2017-0030](#),<sup>2</sup> Lake Hodges is a key area for the municipal beneficial use (MUN), and thus, a San Diego Water Board priority. The Water Quality Control Plan for the San Diego Basin (9) (Basin Plan) describes the MUN beneficial use as uses of water for community, military, or individual water supply systems including, but not limited to, drinking water supply.

4. In addition to MUN, Lake Hodges supports several other beneficial uses:

- a. Agricultural Supply (AGR) – Includes uses of water for farming, horticulture, or ranching including, but not limited to, irrigation, stock watering, or support of vegetation for range grazing.
- b. Cold Freshwater Habitat (COLD) – Includes uses of water that support cold water ecosystems including, but not limited to, preservation or enhancement of aquatic habitats, vegetation, fish or wildlife, including invertebrates.
- c. Industrial Process Supply (PROC) – Includes uses of water for industrial activities that depend primarily on water quality.
- d. Industrial Service Supply (IND) – Includes uses of water for industrial activities that do not depend primarily on water quality including, but not limited to, mining, cooling water supply, hydraulic conveyance, gravel washing, fire protection, or oil well re-pressurization.
- e. Rare, Threatened, or Endangered Species (RARE) – Includes uses of water that support habitats necessary, at least in part, for the survival and successful maintenance of plant or animal species established under state or federal law as rare, threatened or endangered.
- f. Water Contact Recreation (REC-1) – Includes uses of water for recreational activities involving body contact with water, where ingestion of water is reasonably possible. These uses include, but are not limited to, swimming, wading, water-skiing, skin and SCUBA diving, surfing, white water activities, fishing, or use of natural hot springs.
- g. Non-Contact Water Recreation (REC-2) – Includes the uses of water for recreational activities involving proximity to water, but not normally involving body contact with water, where ingestion of water is reasonably possible. These uses include, but are not limited to, picnicking, sunbathing, hiking, beachcombing, camping, boating, tidepool and marine life study, hunting, sightseeing, or aesthetic enjoyment in conjunction with the above activities.

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<sup>2</sup> A copy of the Resolution is available at:  
[https://www.waterboards.ca.gov/rwqcb9/board\\_decisions/adopted\\_orders/2017/R9-2017-0030.pdf](https://www.waterboards.ca.gov/rwqcb9/board_decisions/adopted_orders/2017/R9-2017-0030.pdf).

- h. Warm Freshwater Habitat (WARM) – Includes uses of water that support warm water ecosystems including, but not limited to, preservation or enhancement of aquatic habitats, vegetation, fish or wildlife, including invertebrates.
  - i. Wildlife Habitat (WILD) – Includes uses of water that support terrestrial ecosystems including, but not limited to, preservation and enhancement of terrestrial habitats, vegetation, wildlife (e.g., mammals, birds, reptiles, amphibians, invertebrates), or wildlife water and food sources.
- 5. Lake Hodges is listed on the [California 2020-2022 Integrated Report](#) (Integrated Report)<sup>3</sup> as impaired for color, manganese, mercury, nitrogen, pH, phosphorus, and turbidity.
  - 6. On March 24, 2023, a City contractor working at Lake Hodges noticed sewage spillage from the South Force Main Vault located on the south side of Lake Hodges. The contractor notified the City's Wastewater Collection crew, who identified the spillage as a sanitary sewer overflow (SSO) originating from a leak at the South Force Main Vault. This leak caused untreated sewage to flow downhill, and the City observed that some sewage infiltrated into the ground and some sewage entered the lake.
  - 7. The City called the California Governor's Office of Emergency Services (OES) on March 24, 2023, to report the SSO. The City submitted a certified spill report (Spill Event ID: 887319) to the California Integrated Water Quality System (CIWQS) database on April 14, 2023, as required by *Statewide General Waste Discharge Requirements for Sanitary Sewer Systems*, Order No. 2006-0003-DWQ (Statewide General Order), which was in effect at the time of the SSO.
  - 8. The City immediately initiated emergency repairs, which entailed redirecting sewage to an overflow structure at Pump Station 77A rather than pumping it to the South Force Main Vault. Pump Station 77A is located on W. Rancho Bernardo Road, about 0.5 mile southwest of Lake Hodges. Pump Station 77A pumps sewage westward through a 20-inch force main to the South Force Main Vault, where it splits into two 16-inch force mains about 2,000 feet in length that traverse the lake under water. The two force mains traverse the lake in parallel then connect at the North Force Main Vault along the north shore of the lake.
  - 9. The City discovered that the South Force Main Vault was full of sewage and had to use portable pumps to dewater the vault. Heavy trucks and equipment could not access the vault due to muddy roads, so the City pumped the trapped sewage uphill, about 30-50 feet away from the vault, into a bermed containment area on bare soil

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<sup>3</sup> The Integrated Report is available at:  
[https://www.waterboards.ca.gov/water\\_issues/programs/water\\_quality\\_assessment/2020\\_2022\\_integrated\\_report.html](https://www.waterboards.ca.gov/water_issues/programs/water_quality_assessment/2020_2022_integrated_report.html).

away from the lakeshore, where it was allowed to infiltrate into the ground. The City continued pumping sewage uphill to the containment area for two days because the overflow structure at Pump Station 77A had reached capacity.

10. In addition to allowing the sewage to infiltrate, the City used boats and barges to access this area of Lake Hodges to remove sewage from the vault. The City used portable pumps to transport sewage into 250-gallon totes and return it to the sanitary sewer system via boats and barges.
11. The City identified the cause of the leak as a fractured cast iron tee connection within the South Force Main Vault. The City experienced technical difficulties with the repair, most notably because the main access roads had been washed out from recent rain events. The City had to construct an emergency access road to reach the vault. The emergency repair, which involved installation of a temporary spool, was completed on March 31, 2023, seven days after the SSO was identified.
12. In total, the City estimates that 53,169 gallons of untreated sewage were discharged from the South Force Main Vault. Of the total, 32,719 gallons were discharged to land uphill of the lake, 13,000 gallons were recovered by barge and returned to the collection system without ever reaching surface waters, and 7,450 gallons were discharged by gravity on the day the leak was discovered, half of which infiltrated into the ground and half of which (3,725 gallons) discharged into Lake Hodges and was not recovered.
13. The City's emergency repair was successful at preventing sewage from leaking from the sanitary sewer system at the South Force Main Vault. Subsequently, the City completed a full replacement of the corroded tee joint in July 2023.

#### **RELEVANT REGULATORY REQUIREMENTS**

14. The Statewide General Order regulates all entities that own or operate a sanitary sewer system, greater than one mile in length, that collects or conveys untreated or partially treated wastewater to a publicly owned treatment facility in the State of California. Prohibition C.1 of the Statewide General Order states that "[a]ny SSO that results in a discharge of untreated or partially treated wastewater to waters of the United States is prohibited." Provision D.8 of the Statewide General Order states that the Enrollee "shall properly manage, operate, and maintain all parts of the sanitary sewer system owned or operated by the Enrollee, and shall ensure that the system operators (including employees, contractors, or other agents) are adequately trained and possess adequate knowledge, skills, and abilities."
15. The San Diego Water Board adopted *Waste Discharge Requirements for Sewage Collection Agencies in the San Diego Region*, Order No. R9-2007-0005 (Regional General Order) that establish additional requirements beyond the minimum requirements established in the Statewide General Order. Prohibition B.1 of the

Regional General Order states “[t]he discharge of sewage from a sanitary sewer system at any point upstream of a sewage treatment plant is prohibited.”

16. Basin Plan Waste Discharge Prohibition No. 1 states “[t]he discharge of waste to waters of the state in a manner causing, or threatening to cause a condition of pollution, contamination or nuisance as defined in Water Code section 13050, is prohibited.”
17. Basin Plan Waste Discharge Prohibition No. 9 states “[t]he unauthorized discharge of treated or untreated sewage to waters of the state or to a storm water conveyance system is prohibited.”
18. Clean Water Act section 301 and Water Code section 13376 prohibit the discharge of pollutants to surface waters except in compliance with a National Pollutant Discharge Elimination System (NPDES) permit.

### **ALLEGED VIOLATION**

19. The City’s unauthorized discharge of 3,725 gallons of untreated sewage to Lake Hodges on March 24, 2023, violated Statewide General Order Prohibition C.1, Regional General Order Prohibition B.1, Clean Water Act section 301, Water Code section 13376, and Basin Plan Waste Discharge Prohibition Nos. 1 and 9.
20. On December 5, 2023 and August 20, 2024, the State Water Resources Control Board (State Water Board) adopted Resolution Nos. 2023-0043 and 2024-0027, which adopted the 2024 Water Quality Enforcement Policy ([2024 Enforcement Policy](#)).<sup>4</sup> The 2024 Enforcement Policy was approved by the Office of Administrative Law and become effective on November 7, 2024. The San Diego Water Board’s Prosecution Team (Prosecution Team) developed the administrative civil liability based on the [2017 Enforcement Policy](#)<sup>5</sup> since the alleged violation occurred prior to the adoption of the 2024 Enforcement Policy. However, the 2024 Enforcement Policy was used to the extent it provides clarifications or procedural changes to the 2017 Enforcement Policy (See 2024 Enforcement Policy, Appendix D).
21. Water Code section 13385(e) requires the San Diego Water Board to consider several factors in determining administrative civil liability, such as the potential for harm to the environment, and a Discharger’s culpability and ability to pay. The 2017 and 2024 Enforcement Policies incorporate these factors in a methodology for determining administrative civil liability in instances of noncompliance.

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<sup>4</sup> The 2024 Enforcement Policy is available at:  
[https://waterboards.ca.gov/water\\_issues/programs/enforcement/docs/2024/2024-enforcement-policy.pdf](https://waterboards.ca.gov/water_issues/programs/enforcement/docs/2024/2024-enforcement-policy.pdf).

<sup>5</sup> The 2017 Enforcement Policy is available at:  
[https://www.waterboards.ca.gov/board\\_decisions/adopted\\_orders/resolutions/2017/040417\\_9\\_fi nal%20adopted%20policy.pdf](https://www.waterboards.ca.gov/board_decisions/adopted_orders/resolutions/2017/040417_9_fi nal%20adopted%20policy.pdf).

22. As allowed by the 2017 Enforcement Policy, violations of multiple permit and Basin Plan requirements were consolidated into a single base liability amount since the violations of the requirements are not independent of one another, are not substantially distinguishable, and are the result of a single act that violates similar requirements in different applicable permits and plans that are designed to address the same water quality issue.<sup>6</sup>
23. A discharger that violates Water Code section 13376 or Clean Water Act section 301 is subject to administrative civil liability pursuant to Water Code section 13385(a). Additionally, the unauthorized discharges of untreated sewage in violation of the Statewide General Order, Regional General Order, and Basin Plan Prohibitions is subject to administrative civil liability pursuant to Water Code section 13350. The San Diego Water Board Prosecution Team elected to pursue enforcement of the alleged violation pursuant to Water Code section 13385. Water Code section 13385(c) authorizes the San Diego Water Board to impose administrative civil liability up to \$10,000 per day of violation, plus \$10 for each gallon exceeding 1,000 gallons discharged but not cleaned up.

### **ENFORCEMENT PROCESS**

24. In early 2024, the Prosecution Team and the City entered into confidential settlement negotiations to resolve the alleged violation. The Parties agreed to settle this matter without administrative or civil litigation by presenting this Order to the San Diego Water Board, or its delegate, for adoption as an order by settlement pursuant to Water Code section 13323 and Government Code section 11415.60. Additional detail on the factors considered in determining the liability agreed upon by the Parties is discussed in Attachment A (*Lake Hodges Sanitary Sewer Overflow Penalty Calculation Methodology*), attached hereto and incorporated by reference.
25. The amount of administrative civil liability imposed pursuant to this Stipulated Order comports with the 2017 Enforcement Policy methodology as discussed in Attachment A.
26. To resolve the alleged violation by consent and without further administrative or civil proceedings, the Parties agree to the imposition of an administrative civil liability against the City in the amount of thirty five thousand, forty-five dollars (\$35,045).
27. The Prosecution Team asserts that the resolution of the alleged violation is fair, reasonable, and fulfills the enforcement objective of creating a deterrent that would compel a timely return to compliance. No further action is warranted concerning the specific violation alleged in Attachment A except as provided in this Order. This Order is in the best interest of the public.

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<sup>6</sup> See 2017 Enforcement Policy, Section VI.A, Step 4, Multiple Violations Resulting from the Same Incident.

### III. STIPULATIONS

The Parties stipulate the following:

28. **Jurisdiction:** The Parties agree that the San Diego Water Board has subject matter jurisdiction over the matters alleged in this action and personal jurisdiction of the Parties to this Stipulated Order.

29. **Administrative Civil Liability:** The City hereby agrees to the imposition of an administrative civil liability totaling thirty five thousand, forty-five dollars \$35,045, which includes \$14,885 in staff costs associated with the investigation and preparation of this enforcement action, to resolve the violation specifically alleged in this Stipulated Order as follows:

- a. Within thirty (30) days of the effective date of this Order, the City agrees to remit, by check, \$24,965 payable to State Water Pollution Cleanup and Abatement Account, and shall indicate "Order No. R9-2025-0053" on the check. The City shall send the original signed check to the following address:

State Water Resources Control Board; Accounting Office  
ATTN: ACL Payment / Order No. R9-2025-0053  
P.O. Box 1888  
Sacramento, California 95812-1888

The City shall send a redacted copy of the check to the Prosecution Team Party Contact at the address listed in Paragraph 31. Alternative forms of payment are acceptable if agreed upon in advance.

- b. The Parties agree the remaining \$10,080 in administrative civil liability shall be paid to the Southern California Coastal Water Research Project (SCCWRP) for completion of the Supplemental Environmental Project (SEP) identified in Paragraph 30. Within thirty (30) days of the effective date of this Order, the City agrees to remit, by check, \$10,080 payable to the Southern California Coastal Water Research Project, and shall indicate "Order No. R9-2025-0053" on the check. The City shall send the original signed check to the following address:

SCCWRP  
Attn: SMC RMP SEP Funds  
3535 Harbor Blvd., Suite 110  
Costa Mesa, California 92626

The City shall send a redacted copy of the check to the Prosecution Team Party Contact at the address listed in Paragraph 31.

30. **Supplemental Environmental Project:** On May 4, 2021, the State Water Resources Control Board approved [Resolution 2021-0015](#),<sup>7</sup> which authorizes the San Diego Water Board to oversee a SEP program that funds SCCWRP, as a third-party administrator, to supplement the [Southern California Stormwater Monitoring Coalition Regional Watershed Monitoring Program \(SMC RMP\)](#).<sup>8</sup> The SMC RMP supplements RMP work that would not otherwise be funded by the RMP's existing workplan(s). The SMC RMP collects data annually on water quality, physical habitat and riparian conditions, and biological communities to answer questions like "What is the extent and magnitude of impact in Southern California's streams?", "How is this changing over time?", and "What are the stressors responsible for the impacts observed?" As administrator, SCCWRP develops the SMC RMP monitoring plan and leads agency coordination, inter-lab calibration, data compilation, analysis, and dissemination. Monitoring is conducted by SCCWRP, its contractor(s), and/or other SMC agencies. No funds will go to the San Diego Water Board. The SEP program will be implemented consistent with Resolution 2021-0015 and the [Memorandum of Understanding](#)<sup>9</sup> between the San Diego Water Board and SCCWRP. The City will not have any additional obligations related to the SMC RMP upon proof of payment to SCCWRP. If the City publicizes funding the SMC RMP based on the funds provided through this settlement, it will state in a prominent manner that it did so as part of a settlement of a San Diego Water Board enforcement action.

31. **Party Contacts for Communications related to this Order:**

For the Prosecution Team:

Christina Arias  
California Regional Water Quality Control Board, San Diego Region  
2375 Northside Drive, Suite 100  
San Diego, California 92108  
[sandiego@waterboards.ca.gov](mailto:sandiego@waterboards.ca.gov)  
(619) 521-3361

For the City:

Doug Campbell  
Public Utilities Department, City of San Diego  
202 C Street, 11<sup>th</sup> Floor  
San Diego, California 92101

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<sup>7</sup> Resolution 2021-0015 is available at:

[https://www.waterboards.ca.gov/sandiego/water\\_issues/programs/compliance/docs/swrcb\\_2021\\_0015.pdf](https://www.waterboards.ca.gov/sandiego/water_issues/programs/compliance/docs/swrcb_2021_0015.pdf).

<sup>8</sup> More information on the SMC RMP is available at: <https://www.sccwrp.org/about/research-areas/regional-monitoring/southern-california-stormwater-monitoring-coalition/>

<sup>9</sup> The Memorandum of Understanding is available at: [https://www.waterboards.ca.gov/sandiego/water\\_issues/programs/compliance/docs/sccwrp\\_mou.pdf](https://www.waterboards.ca.gov/sandiego/water_issues/programs/compliance/docs/sccwrp_mou.pdf).



dacampbell@sandiego.gov  
(858) 292-6304

32. **Compliance with Applicable Law:** The City understands that the payment of the administrative civil liability in accordance with the terms of this Order does not relieve the City of its obligation to comply with applicable laws and new violations of the type alleged in Attachment A may be subject to further enforcement, including additional administrative civil liability.
33. **Covenant Not to Sue:** The City covenants not to sue or pursue any administrative or civil claim or claims against any State Agency or the State of California, or their officers, employees, representatives, agents, or attorneys arising out of or relating to any matter expressly addressed by this Stipulation and Order.
34. **Attorneys' 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.
35. **Covered Matters:** Upon adoption of this Order, this Order presents a final and binding resolution and settlement of the alleged violation in this Stipulated Order. The provisions of this Paragraph are expressly conditioned on the full payment of the administrative civil liability by the deadline specified in paragraph 29.
36. **Public Notice:** The City understands that the San Diego Water Board will conduct a thirty (30) day public review and comment period prior to consideration and adoption of the Order. If significant new information is received that reasonably affects the propriety of presenting this Order to the San Diego Water Board or its delegate for adoption, the Assistant Executive Officer may unilaterally declare this Order void and decide not to present it for adoption. The City agrees that it may not rescind or otherwise withdraw its approval of this proposed Order.
37. **No Waiver of Right to Enforce:** The failure of the Prosecution Team or the San Diego Water Board to enforce any provision of this Order shall in no way be deemed a waiver of such provision, or in any way affect the validity of the Order. The failure of the Prosecution Team or San Diego Water Board to enforce any such provision shall not preclude it from later enforcing the same or any other provision of this Order.
38. **Procedural Objections:** The Parties agree that the procedure contemplated for adopting the Order by the San Diego Water Board and review of this Order 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 and advisable.
39. **Interpretation:** This Order shall be construed as if the parties prepared it jointly. Any uncertainty or ambiguity shall not be interpreted against any one Party.

40. **Modification:** This 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 San Diego Water Board, or its delegate.
41. **If Order Does Not Take Effect:** In the event that this Order does not take effect because it is not approved by the San Diego Water Board or is vacated in whole or in material part by the State Water Board or a final judgment of a court of competent jurisdiction, the Parties acknowledge that they expect to proceed to a contested evidentiary hearing before the San Diego Water Board, on a future date after reasonable notice and opportunity for preparation, to determine whether to assess administrative civil liability for the underlying alleged violation, unless the Parties agree otherwise. The Parties agree that all oral and written statements and agreements made during the course of the settlement discussions will not be admissible as evidence in such a hearing. The Parties 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 San Diego Water Board members or their advisors and any other objections that are premised in whole or in part on the fact that the San Diego Water Board members or their advisors were exposed to some of the material facts and the Parties' settlement positions as a consequence of reviewing this Order, and therefore may have formed impressions or conclusions prior to any contested evidentiary hearing on a 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.
42. **Waiver of Hearing:** The City has been informed of the rights provided by Water Code section 13323(b), and provided this Stipulated Order is approved by the San Diego Water Board, hereby waives its right to a hearing before the San Diego Water Board.
43. **Waiver of Right to Petition or Appeal:** The City hereby waives its right to petition the San Diego Water Board's adoption of the Order as written for review by the State Water Board, and further waives its right, if any, to appeal the same to a California Superior Court and/or any California appellate level court.
44. **Authority to Bind:** Each person executing this Order in a representative capacity represents and warrants that he or she is authorized to execute this Order on behalf of and to bind the entity on whose behalf he or she executes the Order.
45. **No Third-Party Beneficiaries:** Except as described in this Order, the Order 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 Order for any cause whatsoever.

46. **Effective Date:** This Order shall be effective and binding on the Parties on the date that the San Diego Water Board, or its delegate, adopts the Order.
47. **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 counterpart 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.
48. **Severability:** The provisions of this Order are severable, and should any provision be found invalid, the remainder shall remain in full force and effect.

**IT IS SO STIPULATED**

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD, SAN DIEGO  
REGION, PROSECUTION TEAM**

**By:**

**Kelly  
Dorsey**

Digitally signed by  
Kelly Dorsey  
Date: 2025.03.18  
14:18:43 -07'00'

**KELLY DORSEY, P.G., Assistant Executive Officer**

**CITY OF SAN DIEGO**

**By:**

**Matthew  
Vespi**

Digitally signed by  
Matthew Vespi  
Date: 2025.03.19  
11:46:48 -07'00'

**MATTHEW VESPI,  
Chief Financial Officer**

**Approved As To Form By:**

**Melissa  
D. Ables**

Digitally signed by  
Melissa D. Ables  
Date: 2025.03.19  
12:57:44 -07'00'

**MELISSA ABLES,  
Chief Deputy City Attorney**

#### IV. FINDINGS OF THE SAN DIEGO WATER BOARD

49. The San Diego Water Board incorporates Sections I through III by reference as if set forth fully herein.
50. In accepting this settlement, the San Diego Water Board has considered, where applicable, each of the factors prescribed in Water Code section 13385(e). The San Diego Water Board's consideration of these factors is based upon information obtained by the San Diego Water Board's staff in investigating the violation alleged herein or otherwise provided to the San Diego Water Board. In addition to these factors, this settlement recovers a portion of the costs incurred by the San Diego Water Board Prosecution Team for this matter.
51. This is an action to enforce the laws and regulations administered by the San Diego Water Board. The San Diego Water Board finds that issuance of this Order is exempt from the provisions of the California Environmental Quality Act (CEQA) (Public Resources Code section 21000 et seq.), in accordance with section 15321(a)(2), Title 14, of the California Code of Regulations.
52. The San Diego Water Board's Executive Officer is hereby 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.
53. Fulfillment of the City's obligations under the Order constitutes full and final satisfaction of any and all liability for Covered Matters in accordance with the terms of the Order.
54. The attached Stipulation (Attachment A) between the Assistant Executive Officer and the City is approved pursuant to Water Code section 13323 and Government Code section 11415.60 and is incorporated by reference into this Order.

*I, David W. Gibson, do hereby certify that the foregoing is a full, true, and correct copy of an Order adopted by the California Regional Water Quality Control Board, San Diego Region, or myself as its delegate, on the date of signature below.*

David W.  
Gibson

Digitally signed by  
David W. Gibson  
Date: 2025.06.11  
13:20:40 -07'00'

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David W. Gibson  
Executive Officer