

TO: James L. App, City Manager
FROM: Doug Monn, Public Works Director
SUBJECT: Penalties for Wastewater Treatment Plant Violations
DATE: July 6, 2010

NEED: For City Council to consider settling penalties for wastewater treatment plant violations by directing sewer enterprise funds to conceptual design of 21st Street improvements and the State's Cleanup and Abatement Account.

FACTS:

1. The Paso Robles Wastewater Treatment Plant (WWTP) discharge to the Salinas River is regulated by the Central Coast Regional Water Quality Control Board (Water Board) under a National Pollutant Discharge Elimination System (NPDES) permit.
2. Paso Robles wastewater contains high salt levels. The WWTP is antiquated and cannot consistently comply with NPDES permit pollutant limits. Between March 1, 2008, and August 31, 2009, the City violated effluent limits 23 times. Pollutants that exceeded effluent limits include sodium, chloride, total dissolved solids, pH, bis-phthalate, selenium, and copper.
3. The City will continue to violate effluent limits until Nacimiento water is online and the WWTP is upgraded.
4. The California Water Code requires a mandatory minimum penalty of \$3,000 for each effluent violation. The Water Board assessed the City with a \$69,000 penalty for the effluent violations described above. The Water Board allowed the City to propose a supplemental environmental project (SEP) in lieu of a portion of the penalty.
5. The State's Enforcement Policy does not allow the penalty to be directed to the City's WWTP upgrade project.
6. The City's Storm Drain Master Plan identifies 21st Street as a high priority for storm drainage improvements.
7. City staff proposed and Water Board staff tentatively approved directing the maximum penalty amount permissible by the Water Code, \$42,000, to conceptual design of improvements to five blocks of 21st Street, between Vine Street and Riverside Avenue. The conceptual design will meet several objectives, including:
 - Reduce the volume and intensity of stormwater discharged to the Salinas River;
 - Increase groundwater recharge for water supply and aquifer health;
 - Improve air quality through use of native vegetation, multiple trees, and reduced motor vehicle use;
 - Improve pedestrian and bicyclist mobility and safety; and
 - Promote infill and redevelopment.

8. City and Water Board staff have negotiated a stipulated order (attached) that requires the City to direct \$42,000 to the Bay Foundation of Morro Bay as a clearinghouse for funding of conceptual design of 21st Street improvements, and the remaining penalty, \$27,000, to the State's Cleanup and Abatement Account. The Bay Foundation will oversee and disburse funds to the 21st Street project, much like an escrow account.
9. In April 2010, the City applied to the State's Urban Greening Grant Program for a \$993,000 grant for construction of 21st Street improvements.

ANALYSIS &

CONCLUSION: The Water Board's proposed penalty is the minimum amount required by the Water Code. (The Water Code provides for penalties of up to \$10,000 per day.) The proposed supplemental environmental project may lead to grant funding for construction of major improvements to 21st Street. The stipulated order terms are reasonable and fair. It would be in the City's best interest to settle this matter by directing \$42,000 of Sewer Enterprise Funds to the Bay Foundation for the 21st Street project, and \$27,000 to the State's Cleanup and Abatement Account.

POLICY

REFERENCE: Water Board Discharge Permit

FISCAL IMPACT: The City's Sewer Enterprise Fund has adequate funds for these proposed expenditures. These expenditures would have no impact on the General Fund.

- OPTIONS:**
- a. Adopt Resolution No. 10-xx to approve payment of \$42,000 to the Bay Foundation for conceptual design of 21st Street improvements and \$27,000 to the State's Cleanup and Abatement Account.
 - b. Amend, modify, or reject the above option.

ATTACHMENTS:

1. Stipulated Order
2. Resolution No. 10-xx

Prepared by: Matt Thompson, PE, Wastewater Manager

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

895 Aerovista Place, Suite 101
San Luis Obispo, CA 93401

In the matter of:)	
)	
City of Paso Robles)	Order No. R3-2010-0032
)	Stipulation For Administrative Civil
)	Liability, Order
)	
)	

INTRODUCTION:

This Stipulation for Administrative Civil Liability, Order (hereafter "Stipulated Order") is entered into by and between the Enforcement Staff of the Central Coast Regional Water Quality Control Board ("Enforcement Staff") and the City of Paso Robles ("Settling Respondent") (Collectively "Parties") and is presented to the Executive Officer of the Central Coast Regional Water Quality Control Board ("Central Coast Water Board") for adoption as an Order by settlement, pursuant to Government Code section 11415.60 and pursuant to the authority delegated to the Executive Officer by the Central Coast Water Board.

The Enforcement Staff has alleged violations against the Settling Respondent as set forth in Expedited Payment Letter No. R3-2009-0068 dated April 27, 2010, which is attached hereto as Exhibit A.

Mandatory Liability – Pursuant to California Water Code Section 13385, the Central Coast Water Board shall impose civil liability of three thousand dollars (\$3,000) for each of the 23 violations identified in the Expedited Payment Letter.

THE CENTRAL COAST WATER BOARD ENFORCEMENT STAFF AND THE CITY OF PASO ROBLES HEREBY STIPULATE AS FOLLOWS:

1. Upon issuance by the Executive Officer of the Central Coast Water Board, this Stipulated Order represents a final and binding resolution and settlement of violations alleged in the Expedited Payment Letter against the City of Paso Robles and its subsidiaries, corporate parents, affiliates, successors, heirs, assigns, and their officers, directors, partners, employees, representative agents, and attorneys, as of the effective date of the Expedited Payment Letter.
2. The Parties covenant and agree that they will not contest the Stipulated Order before the Central Coast Water Board, the State Water Resources Control Board, or any court.

3. Neither this Stipulated Order nor any payment pursuant to the Order shall constitute evidence of, or be construed as, a finding, adjudication, or acknowledgment of any fact, law, or liability, nor shall it be construed as an admission of violation of any law, rule, or regulations. However, this Stipulated Order and/or any actions or payment pursuant to the Order may constitute evidence in actions seeking compliance with this Order. This Stipulated Order may be used as evidence of a prior enforcement action in any future actions by the Central Coast Water Board against the City of Paso Robles.

4. The Parties agree that the procedure that has been adopted for the approval of the settlement by the Parties, as reflected in this Stipulated Order, will be adequate. In the event procedural objections are raised prior to this Stipulated Order becoming effective, the Parties agree to meet and confer concerning any such objections, and may agree to revise or adjust the procedure as necessary or advisable under the circumstances.

5. DEFINITIONS

“Cleanup and Abatement Account” – the State Water Pollution Cleanup and Abatement Account.

“Designated Water Board Representative” – the representative from the Central Coast Water Board responsible for oversight of the supplemental environmental project (SEP). This person is Tamara Presser.

“Enforcement Coordinator: - the person on the Central Coast Water Board staff who is responsible for enforcement coordination.

“Implementing Party” – an independent third party with whom the Settling Respondent has contracted or otherwise engaged to implement the SEP. The Implementing Party is the Bay Foundation of Morro Bay.

“Milestone Requirement” – a requirement with an established time schedule for meeting/ascertaining certain identified measurements of completed work. Upon the timely and successful completion of each milestone requirement, an amount of liability will be permanently suspended or excused as set forth in the Description of the SEP below.

“SEP Completion Date” – the date in which the SEP will be completed in its entirety.

6. ADMINISTRATIVE CIVIL LIABILITY AND COSTS OF ENFORCEMENT

A. Total Civil Liability

Settling Respondent shall be subject to administrative civil liability in the total amount of \$69,000. This includes an initial liability payment of \$27,000 and suspended liability in the amount of \$42,000 pending completion of the SEP set forth in Paragraph 7.

B. Payment and Costs

Payment of liability in the amount of \$27,000, as described in Paragraph 6.A, shall be made to the Cleanup and Abatement Account within 30 days of issuance of this Stipulated Order. Checks shall be mailed to the address listed below:

Central Coast Regional Water Quality Control Board
Attn: Sandy Cheek
895 Aerovista Place, Suite 101
San Luis Obispo, CA 93401-7906

Please print "Order No. R3-2010-0032" on the check.

C. Funding of Supplemental Environmental Projects

The suspended liability ("Suspended Civil Liability") shall be deemed satisfied once Settling Respondent funds the SEP described in Paragraph 7 in the amount of \$42,000 (SEP Amount) and the SEP is completed by the Bay Foundation of Morro Bay in accordance with the SEP Workplan, attached hereto as Exhibit B.

7. DESCRIPTION OF THE SEP

The 21st Street Green Design Assistance project has been created to eliminate flooding and the associated erosion and traffic hazards on 21st Street in Paso Robles. This street was established decades ago in a natural drainageway. Stormwater cannot infiltrate due to extensive impervious surfaces. This project will narrow roadways, create a vegetated swale, and will include infiltration features, multiple trees, pervious sidewalks, and storyboards explaining the design for the public. The street will be an example of Low Impact Development and how environmental design can provide multiple community benefits including groundwater recharge. The Bay Foundation will hire SvR Design Company to research the site, analyze hydrology, prepare a conceptual design and template that can be utilized by the City for other redevelopment street projects, and review the project during each design phase. This SEP will directly benefit surface water quality by reducing the volume and intensity of stormwater runoff to the Salinas River, where the violations listed in Exhibit A occurred. Please see

Scope of Services listed on Exhibit B and Schedule for Performance on Exhibit C. The SEP will be implemented by the Bay Foundation of Morro Bay.

8. REPRESENTATIONS AND AGREEMENTS REGARDINGS SEPS

A. Implementing Party Performing SEP

1. Representation of the Implementing Party

As a material consideration for the Water Board's acceptance of this Stipulated Order, the Implementing Party represents that it will utilize the funds provided to it by the Settling Respondent to implement the SEP in accordance with the Schedule for Performance set forth in the Stipulated Order. The Implementing Party 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 Settling Respondent and the Central Coast Water Board. The Implementing Party agrees that the Central Coast Water Board has the right to require the Implementing Party to implement the SEP in accordance with the terms of this Stipulated Order if it has received funds for that purpose from the Settling Respondent. The Implementing Party agrees to submit to the jurisdiction of the Water Board to enforce the terms of this Stipulated Order and the implementation of the SEP.

9. PUBLICITY

Whenever the Settling Respondent or its agents or subcontractors or the Implementing Party publicizes one or more elements of the SEP, they shall state in a prominent manner that the project is being undertaken as part of the settlement of an enforcement action by the Central Coast Water Board against the Settling Respondent.

10. WATER BOARD OVERSIGHT COSTS

Central Coast Water Board does not anticipate any staff oversight costs for the proposed SEP.

11. SUBMITTAL OF PROGRESS REPORTS

Settling Respondent shall provide monthly reports of progress to the Designated Water Board Representative on the 1st day of each month starting with July 1, 2010. The Implementing Party may provide the progress reports on behalf of the Settling Respondent.

12. AUDITS AND CERTIFICATION OF ENVIRONMENTAL PROJECT

A. Certification of Expenditures

On or before 30 days after completion of SEP, Settling Respondent shall submit certified statements by responsible corporate officials representing the Settling Respondent and the Implementing Party documenting the respective expenditures by Settling Respondent and the Implementing Party to implement and complete the SEP. The expenditures may be external payments to outside vendors or contractors implementing the SEP. In making such certification, the official may rely upon normal company project tracking systems that capture employee time expenditures and external payments to outside vendors such as environmental and information technology contractors or consultants. Settling Respondent shall provide any additional information requested by the Central Coast Water Board staff which is reasonably necessary to verify Settling Respondent's or the Implementing Party's SEP expenditures. The certification need not address any costs incurred by the Central Coast Water Board for oversight.

B. Certification of Performance of Work

On or before 30 days after completion of SEP, the Settling Respondent, or the Implementing Party on behalf of the Settling Respondent, shall submit a report, under penalty of perjury, stating that the SEP has been completed in accordance with the terms of this Stipulated Order. Such documentation may include photographs, invoices, receipts, certifications, and other materials reasonably necessary for the Central Coast Water Board to evaluate the completion of the SEP and the costs incurred by the Settling Respondent.

C. Third Party Audit

If the Designated Regional Board Representative obtains information that causes the representative to reasonably believe that the Settling Respondent or the Implementing Party has not expended money in the amounts claimed by the Settling Respondent or the Implementing Party, or has not adequately completed any of the work in the SEP Workplan, the Designated Regional Board Representative, may require, and the Settling Respondent shall submit, at its sole cost, a report prepared by an independent third party(ies) acceptable to the Water Board staff providing such party(ies)'s professional opinion that Settling Respondent has expended money in the amounts claimed by the Settling Respondent and/or the Implementing Party. In the event of such an audit, the Settling Respondent and the Implementing Party agree that they will provide the third-party auditor with access to all documents which the auditor requests. Such information shall be provided to the Designated Water Board Representative within three (3) months of the completion of the Settling Respondent's SEP

obligations. The audit need not address any costs incurred by the Central Coast Water Board for oversight.

13. CENTRAL COAST WATER BOARD ACCEPTANCE OF COMPLETED SEP

Upon the Settling Respondent's satisfaction of its obligations under this Stipulated Order, the completion of the SEP and any audits, the Designated Water Board Representative, with notice to the regional Enforcement Coordinator, shall request that the Central Coast Water Board issue a "Satisfaction of Order." The issuance of the Satisfaction of Order shall terminate any further obligations of the Settling Respondent and/or the Implementing Party under this Stipulated Order.

14. FAILURE TO EXPEND ALL SUSPENDED ADMINISTRATIVE CIVIL LIABILITY FUNDS ON THE APPROVED SEP

In the event that Settling Respondent is not able to demonstrate to the reasonable satisfaction of the Central Coast Water Board staff that it and/or the Implementing Party has spent the entire SEP Amount for the completed SEP, Settling Respondent shall pay the difference between the Suspended Administrative Civil Liability and the amount Settling Respondent can demonstrate it actually spent on the SEP, as an administrative civil liability.

15. FAILURE TO COMPLETE THE SEP

If the SEP is not fully implemented within the SEP Completion Period required by this Stipulated Order or there has been a material failure to satisfy a Milestone Requirement, the Designated Water Board Representative shall issue a Notice of Violation. As a consequence, Settling Respondent shall be liable to pay the entire Suspended Liability or, some portion thereof less the value of the completion of any Milestone Requirements. Unless otherwise ordered, Settling Respondent shall not be entitled to any credit, offset, or reimbursement from the Central Coast Water Board for expenditures made on the SEP prior to the date of the "Notice of Violation" by the Water Board. The amount of the Suspended Liability owed shall be determined via a "Motion for Payment of Suspended Liability" before the Executive Officer or the Water Board. Upon a determination by the Executive Officer or the Water Board of the amount of the Suspended Liability assessed, the amount owed shall be paid to the SWRCB Cleanup and Abatement Account within thirty (30) days after the service of the Executive Officer's or Central Coast Water Board's determination. In addition, the Settling Respondent shall be liable for the Water Board's reasonable costs of enforcement, including but not limited to legal costs and expert witness fees. Payment of the assessed amount will satisfy the Settling Respondent's obligations to implement the SEP.

16. CENTRAL COAST WATER BOARD IS NOT LIABLE

Neither the Central Coast Water Board members nor the Central Coast Water Board staff, attorneys, or representatives shall be liable for any injury or damage to persons or property resulting from acts or omissions by Settling Respondent or the Implementing Party, or their respective directors, officers, employees, agents, representatives or contractors in carrying out activities pursuant to this Stipulated Order, nor shall the Central Coast Water Board, its members or staff be held as parties to or guarantors of any contract entered into by Settling Respondent or Implementing Party, or their directors, officers, employees, agents, representatives or contractors in carrying out activities pursuant to this Stipulated Order.

The Settling Respondent and the Implementing Party covenant not to sue or pursue any administrative or civil claim or claims against the Central Coast Water Board or its officers, employees, representatives, agents, or attorneys arising out of or relating to any matter expressly addressed by the ACL, this Stipulated Order or the SEP.

17. Nothing in this Stipulated Order shall be deemed to create any rights in favor of, or to inure to the benefit of, any third party or parties, or to waive or release any defense or limitation against third party claims.

18. The Executive Officer may extend any of the due dates in this Stipulated Order upon the joint request of the Parties. Such extensions must be in writing.

19. The Effective Date of this Stipulated Order shall be the date on which it is executed by the Executive Officer on behalf of the Central Coast Water Board.

20. This Stipulated Order relates only to administrative civil liability for violations that were alleged in the Expedited Payment Letters. The Central Coast Water Board and its Executive Officer reserve all rights to take additional enforcement actions, including without limitation the issuance of administrative civil liability complaints or orders for violations that occur after the date on which the Assistant Executive Officer signed the Expedited Payment Letters.

21. In the event that this Stipulated Order does not take effect because it is vacated in whole or in part by the State Water Resources Control Board or a court, the Parties acknowledge that they expect to proceed to a contested evidentiary hearing before the Central Coast 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 also agree to waive

any and all objections related to their efforts to settle this matter, including, but not limited to: 1) objections related to prejudice or bias of any of the Central Coast Water Board members or their advisors and any other objections that are premised in whole or in part on the fact that the Central Coast Water Board members or their advisors were exposed to some of the material facts and the Parties' settlement positions, and therefore may have formed impressions or conclusions, prior to conducting any contested evidentiary hearing on the alleged violations in this matter; or 2) laches or delay or other equitable defenses based on the time period that the order or decision by settlement may be subject to administrative or judicial review.

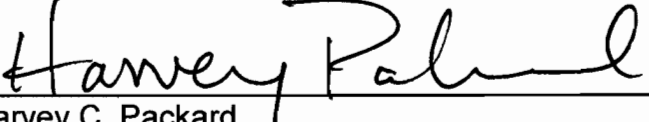
22. Each person executing this Stipulated Order in a representative capacity represents and warrants that he or she is authorized to execute this Order on behalf of and to bind the entity on whose behalf he or she executes the Order.

23. This Stipulated Order shall not be construed against the party preparing it, but shall be construed as if the Parties jointly prepared it and any uncertainty and ambiguity shall not be interpreted against any one party.

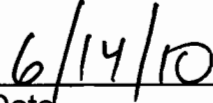
24. This Stipulated Order shall not be modified by any of the Parties by oral representation made before or after the execution of this Order. All modifications must be made in writing and approved by the Central Coast Water Board Executive Officer.

25. This Stipulated Order may be executed by the parties and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one document.

IT IS SO STIPULATED¹



Harvey C. Packard
Enforcement Coordinator
On behalf of the Central Coast Water Board Enforcement Staff



Date

¹ The final version of this document may include more than one page with the same page number to accommodate the various executing signatures.

Order No. R3-2010-0032 - 9 -
Stipulated Administrative Civil Liability Order
City of Paso Robles

Approved as to Form:



Reed Sato
Office of Enforcement
State Water Resources Control Board
Attorney for Central Coast Water Board Enforcement Staff

6/10/10
Date

Matt Thompson, Public Works Department
Representative of the City of Paso Robles

Date

Approved as to Form:

Iris Yang, Attorney for the City of Paso Robles

Date

Michael Multari for the Bay Foundation of Morro Bay

Date

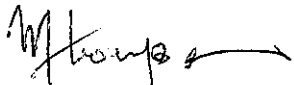
HAVING CONSIDERED THE ALLEGATIONS DESCRIBED ABOVE AND THE PARTIES' STIPULATIONS, THE CENTRAL COAST WATER BOARD, BY AND THROUGH ITS EXECUTIVE OFFICER, FINDS THAT:

1. Issuance of this Stipulated Order is exempt from the provisions of the California Environmental Quality Act (Public Resources Code section 21000 et seq.), in accordance with sections 15061(b)(3) and 15321(a)(2), of Title 14 of the California Code of Regulations.
2. In adopting this Stipulated Order, the Executive Officer has considered all the factors prescribed in California Water Code section 13327. The Executive Officer's consideration of these factors is based upon information and comments provided by the Parties and by members of the public.

Approved as to Form:

Reed Sato
Office of Enforcement
State Water Resources Control Board
Attorney for Central Coast Water Board Enforcement Staff

Date




Matt Thompson, Public Works Department
Representative of the City of Paso Robles

6/14/10

Date

Approved as to Form:



Iris Yang, Attorney for the City of Paso Robles

6/19/10

Date

Michael Multari for the Bay Foundation of Morro Bay

Date

HAVING CONSIDERED THE ALLEGATIONS DESCRIBED ABOVE AND THE PARTIES' STIPULATIONS, THE CENTRAL COAST WATER BOARD, BY AND THROUGH ITS EXECUTIVE OFFICER, FINDS THAT:

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Order No. R3-2010-0032 - 9 -
Stipulated Administrative Civil Liability Order
City of Paso Robles

Approved as to Form:

Reed Sato
Office of Enforcement
State Water Resources Control Board
Attorney for Central Coast Water Board Enforcement Staff

Date

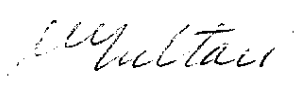
Matt Thompson, Public Works Department
Representative of the City of Paso Robles

Date

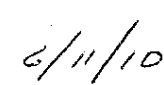
Approved as to Form:

Iris Yang, Attorney for the City of Paso Robles

Date



Michael Multari for the Bay Foundation of Morro Bay



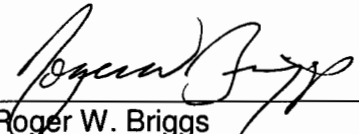
Date

HAVING CONSIDERED THE ALLEGATIONS DESCRIBED ABOVE AND THE PARTIES' STIPULATIONS, THE CENTRAL COAST WATER BOARD, BY AND THROUGH ITS EXECUTIVE OFFICER, FINDS THAT:

1. Issuance of this Stipulated Order is exempt from the provisions of the California Environmental Quality Act (Public Resources Code section 21000 et seq.), in accordance with sections 15061(b)(3) and 15321(a)(2), of Title 14 of the California Code of Regulations.
2. In adopting this Stipulated Order, the Executive Officer has considered all the factors prescribed in California Water Code section 13327. The Executive Officer's consideration of these factors is based upon information and comments provided by the Parties and by members of the public.

3. The foregoing Stipulation is incorporated into this Order.

IT IS SO ORDERED, pursuant to section 13385 of the California Water Code
and section 11415.60 of the California Government Code.



Roger W. Briggs
Executive Officer
Central Coast Regional Water Quality Control Board

6-15-10

Date



**California Regional Water Quality Control Board
Central Coast Region
Enforcement Unit**



Linda S. Adams
Secretary for
Environmental Protection

895 Aerovista Place, Suite 101, San Luis Obispo, California 93401-7906
(805) 549-3147 • Fax (805) 543-0397
<http://www.waterboards.ca.gov/centralcoast>

Arnold Schwarzenegger
Governor

April 27, 2010

Matt Thompson
Paso Robles WWTP
1000 Spring Street
Paso Robles, CA 93446

Via Certified Mail
7008 1140 0003 4708 5543

REISSUE EXPEDITED PAYMENT LETTER (EPL) NO. R3-2009-0068, OFFER TO PARTICIPATE IN EXPEDITED PAYMENT PROGRAM RELATING TO VIOLATIONS OF NPDES PERMIT, PASO ROBLES WWTP, 3400 SULPHUR SPRINGS ROAD, PASO ROBLES, CA 93446 (WDR ORDER NO. R3-2004-0031, NPDES NO. CA0047953, WDID NO. 3 400105001)

Dear Mr. Thompson:

Please disregard the October 21, 2009 letter issued on this matter. This letter replaces the October 21, 2009 letter that contained inaccurate information. This letter is to notify Paso Robles WWTP (hereinafter "Permittee" or "you") of alleged violations of the California Water Code identified in the Central Coast Regional Water Quality Control Board's (Central Coast Water Board) water quality data system and to allow the Permittee to participate in the Central Coast Water Board's Expedited Payment Program to address liability which may be assessed pursuant to Water Code sections 13385 and 13385.1.

NOTICE OF VIOLATION:

Based on information in the California Integrated Water Quality System (CIWQS) as of October 20, 2009, the Central Coast Water Board's Assistant Executive Officer alleges that the Permittee has violated the effluent limitations, reporting violations, or Water Code provisions identified in the Notice of Violation (NOV) attached as Exhibit "A." The Permittee will have the opportunity to address the alleged violations as discussed below.

STATUTORY LIABILITY:

Subdivisions (h) and (i) of California Water Code section 13385 require the assessment of a Mandatory Minimum Penalty of \$3,000 for specified serious and chronic effluent limit violations. The Permittee is also potentially subject to discretionary administrative civil liabilities of up to ten thousand dollars (\$10,000) for each day in which the violation occurs, plus ten dollars (\$10) for each gallon discharged but not cleaned up in excess of 1,000 gallons. These mandatory minimum penalties and discretionary administrative

civil liabilities may be assessed by a Regional Water Quality Control Board (Regional Water Board) or the State Water Board (collectively "the Water Boards"), beginning with the date that the violations first occurred¹. The formal enforcement action that the Water Boards use to assess such liability is an administrative civil liability complaint, although the Water Boards may instead refer such matters to the Attorney General's Office for prosecution. If referred to the Attorney General for prosecution, the Superior Court may assess up to twenty-five thousand dollars (\$25,000) per violation. In addition, the Superior Court may assess up to twenty-five dollars (\$25) per gallon discharged but not cleaned up in excess of 1,000 gallons.

OFFER TO PARTICIPATE IN EXPEDITED PAYMENT PROGRAM:

The Permittee can avoid the issuance of a formal enforcement action and settle the alleged violations identified in the attached NOV by participating in the Central Coast Water Board's Expedited Payment Program. Details of the proposed settlement are described below and addressed in the enclosed documents.

To promote resolution of these violations, the Central Coast Water Board enforcement staff makes this Conditional Offer. The Permittee may accept this offer, waive the Permittee's right to a hearing, and pay the mandatory minimum penalty of \$69,000 as indicated on Exhibit A, for the violations described in the NOV. If the Permittee elects to do so, subject to the conditions below, the Central Coast Water Board will accept that payment in settlement of any enforcement action that would otherwise arise out of the violations identified in the Notice of Violation. Accordingly, the Central Coast Water Board enforcement staff will forego issuance of a formal administrative complaint, will not refer the violations to the Attorney General, and will waive its right to seek additional discretionary civil liabilities for the violations identified in the Notice of Violation.

The Expedited Payment Program does not address liability for any violation that is not specifically identified in the Notice of Violation.

PERMITTEE'S OPTIONS FOR RESPONSE TO OFFER:

If you accept this offer, please complete and return the enclosed "Acceptance of Conditional Resolution and Waiver of Right to Hearing, (proposed) Order" (Acceptance and Waiver) on or before May 28, 2010. The Acceptance and Waiver will be held, pending a 30-day public notice period, and then will be counter-signed by the Executive Officer and returned to you with an invoice for payment.

¹ Please note that there are no statutes of limitation that apply to administrative proceedings to assess mandatory minimum penalties. See *City of Oakland v. Public Employees' Retirement System*, (2002) 95 Cal.App.4th 29, 48; 3 Witkin, Cal. Procedure (4th ed. 1996) Actions, §405(2), p. 510.) The Permittee has not been substantially prejudiced by the passage of time between the date(s) that Permittee reported the violations identified on Exhibit A and the date of this letter. The Permittee was aware of the violations at the time it reported them to the Regional Board. Regional Board staff's limited enforcement resources and competing enforcement priorities provide a rational explanation for the delay. In fact, the delay has actually benefited the Permittee because it extended the time before payment of the mandatory minimum penalties is due. For these reasons, any delay is not unreasonable.

If you contest some but not all of the violations identified in the attached Notice of Violation, the Permittee may elect to reserve the right to address the contested matters and resolve any uncontested violations through the payment of the mandatory minimum penalty for each uncontested violation. If the Permittee chooses this option, please communicate with the staff contact identified below to discuss the mechanism for memorializing that election on or before the due date.

If the Permittee chooses to contest any of the violations alleged in the Notice of Violation, please identify the specific violation and the basis for the challenge (factual error, affirmative defense, etc.) on or before the due date. Central Coast Water Board staff will evaluate the contested violation and take one of two actions:

- 1) Central Coast Water Board staff will determine that the violation is not supported, expunge the alleged violation from the CIWQS database, take no further action against the Permittee for the alleged violation, and notify the Permittee of that determination;
- 2) Central Coast Water Board staff will determine that the alleged violation is validated, and will notify the Permittee of that determination. The Permittee will be given 30 days from the date of receipt of the Water Board staff determination to submit a supplemental Expedited Payment for those violations. If the Permittee chooses not to make a payment in response to the determination, the Permittee should expect to be contacted regarding formal enforcement action that will be initiated with regard to the contested violations. In a formal enforcement action, the liability amount sought and/or imposed may exceed the liability amount set forth in this Conditional Offer. Moreover, the cost of enforcement is a factor which can be considered in assessing the liability amount.

CONDITIONS FOR WATER BOARD ACCEPTANCE OF RESOLUTION:

Federal regulations require the Central Coast Water Board to publish and allow the public 30 days to comment on any settlement of an enforcement action addressing NDPES permit violations (40 C.F.R. section 123.27(d)(2)(iii)). Upon receipt of the Permittee's Acceptance and Waiver, Central Coast Water Board enforcement staff will publish a notice of the proposed resolution of the violations.

If no comments are received within the 30-day period, and unless there are new material facts that become available to the Central Coast Water Board, the Executive Officer will execute the Acceptance and Waiver as a stipulated order assessing the uncontested mandatory minimum penalty amount pursuant to Water Code section 13385.

If, however, significant comments are received in opposition to the settlement, this Offer may be withdrawn. In that case, the Permittee's waiver pursuant to the Acceptance and Waiver will also be treated as withdrawn. In that case, the unresolved violations will be

addressed in a liability assessment proceeding. At the liability assessment hearing the Permittee will be free to make arguments as to any of the alleged violations, and the Permittee's agreement to accept this conditional offer will not in any way be binding or used as evidence against the Permittee. The Permittee will be provided with further information on the liability assessment proceeding.

In the event the Acceptance and Waiver is executed by the Executive Officer, payment of the assessed amount shall be due and payable to the Central Coast Water Board as specified on the invoice that will accompany the Permittee's receipt of the notice of the Executive Officer's execution. The payment period is 30 days. Failure to pay the penalty within the required time period may subject the Permittee to further liability.

OPPORTUNITY FOR SUPPLEMENTAL ENVIRONMENTAL PROJECT OR COMPLIANCE PROJECT IN LIEU OF ADMINISTRATIVE LIABILITY

In lieu of the payment of all or a portion of the mandatory minimum penalties, the Permittee may be able to fund a supplemental environmental project as defined in the State Water Board's Enforcement Policy or a compliance project pursuant to Water Code section 13385(k) if it can demonstrate status as a publicly owned treatment works serving a small community with a financial hardship. If the Permittee wishes to discuss either of these options, please speak with the contact person identified in this correspondence.

CONTACT PERSON

Should you have any questions about the Notice of Violation or the Conditional Offer, please contact **Sandy Cheek at (805) 542-4633** regarding this matter.

Sincerely,



Michael J. Thomas

Assistant Executive Officer

Encl. – Exhibit "A" - Notice of Violation
Acceptance of Conditional Resolution
and Waiver of Right to Hearing; (Proposed) Order

Exhibit "A"
City of Paso Robles
Paso Robles WWTP

NOTICE OF VIOLATIONS (1 March 2008 – 31 August 2009)
MANDATORY MINIMUM PENALTIES WITHOUT ENFORCEMENT

The Enforcement Staff of the Regional Water Quality Control Board, Central Coast Region has reviewed information submitted by this facility to determine whether the discharger is subject to mandatory minimum penalties (MMPs) pursuant to subdivisions (h) and (i) of California Water Code section 13385. The following table lists this facility's alleged violations of subdivisions (h) and (i) of California Water Code section 13385, from March 1, 2008, through August 31, 2009, which have not been subjected to the assessment of MMPs by the Water Board. Final calculation of MMP amounts owed and descriptions of the abbreviations that appear in the table are also listed below. For additional information about the alleged violations listed in the table, please refer to the SWRCB Public Reports webpage http://www.waterboards.ca.gov/water_issues/programs/ciwqs/publicreports.shtml; choose the "MMP Report" link located under the "Enforcement Reports" category. Once in the Public Reports search page, enter the search criteria that correspond to your facility to access the list of violations.

785877	8/4/2008	CAT1	Chronic	Effluent chloride limit is 310 mg/L and reported value was 349 mg/L.
794210	10/2/2008	CAT1	Chronic	Sodium limit is 225 mg/L and reported value was 230 mg/L.
798638	11/5/2008	CAT1	Chronic	Chloride limit is 310 mg/L and reported value was 329 mg/L.
802414	12/9/2008	CAT1	Chronic	Chloride limit is 310 mg/L and reported value was 329 mg/L.
802413	12/9/2008	CAT1	Chronic	Sodium limit is 225 mg/L and reported value was 253 mg/L.
802416	12/27/2008	OEV	Chronic	pH limit is 6.5 – 8.0 and reported value was 6.4.
808149	1/7/2009	CAT1	Chronic	Sodium limit is 225 mg/L and reported value was 230 mg/L.
810790	2/5/2009	CAT1	Chronic	Sodium limit is 225 mg/L and reported value was 234 mg/L.
747509	3/4/2008	CAT1	Chronic	Daily maximum total dissolved solids limit is 1100 mg/L and reported value was 1125 mg/L.
757796	4/10/2008	CAT2	Serious	Daily maximum bis (2-ethylhexyl)phthalate limit is 5 mg/L and reported value was 15 mg/L.
808150	1/7/2009	CAT2	Serious	Daily maximum selenium limit is 6 µg/L and reported value was 11 ug/L.
818586	3/5/2009	CAT1	Chronic	Daily maximum sodium limit is 225 mg/L and reported value was 257 mg/L.
817615	4/8/2009	CAT1	Chronic	Daily maximum chloride limit is 310 mg/L and reported value was 323 mg/L.
817616	4/8/2009	CAT2	Chronic	Daily maximum selenium limit is 6 mg/L and reported value was 7 mg/L.
823436	5/7/2009	CAT1	Chronic	Daily maximum sodium limit is 225 mg/L and reported value was 230 mg/L.
827602	6/11/2009	CAT1	Chronic	Daily maximum chloride limit is 310 mg/L and reported value was 314 mg/L.
827603	6/11/2009	CAT1	Chronic	Daily maximum sodium limit is 225 mg/L and reported value was 234 mg/L.
834258	7/9/2009	CAT1	Chronic	Daily maximum chloride limit is 310 mg/L and reported value was 332 mg/L.
834259	7/9/2009	CAT1	Chronic	Daily maximum sodium limit is 225 mg/L and reported value was 278 mg/L.
834277	7/9/2009	CAT2	Chronic	Monthly average copper limit is 23.6 µg/L and reported value was 28.0 ug/L.
834278	7/9/2009	CAT2	Chronic	Monthly average selenium limit is 4.1 mg/L and reported value was 8.0 ug/L.
837288	8/6/2009	CAT1	Chronic	Daily maximum chloride limit is 310 mg/L and reported value was 350 mg/L.
837291	8/6/2009	CAT1	Chronic	Daily maximum sodium limit is 225 mg/L and reported value was 254 mg/L.

Mandatory Minimum Penalty Amount Owed for Effluent Violations**(2 Serious Violations + 21 Non-Serious Violations) × \$3,000 = \$69,000 to the Cleanup & Abatement Account****Mandatory Minimum Penalty Amount Owed for Reporting Violations****(0 Late Reporting Violations + 0 Deficient Reporting Violations) × \$3,000 = \$0 to the Cleanup & Abatement Account****Definition of Acronyms & Abbreviations**

CIWQS	California Integrated Water Quality System database used by the Water Boards to manage violation and enforcement activities.
Violation ID	Identification number assigned to a violation in CIWQS.
Occurrence Date	Date that a violation actually occurred. For continuing violations, such as a monthly average, the last day of the reporting period is used. If the occurrence date is unknown, the date is entered as the day it was first discovered by staff, the Discharger, or a third party. For deficient or late reports, the occurrence date is the day after the report was due.
Type	Classification of a violation. Two types of violations relate to MMPs: 1) Late Reporting Violations (LREP, DREP) 2) Effluent Violations (ATOX, CTOX, CAT1, CAT2, OEV)
LREP	Late reporting violation. Every 30 days a report is late counts as one late reporting violation.
DREP	Deficient reporting violation. This will only result in an MMP if the report is so deficient as to make determination of compliance impossible for that reporting period.
DMR	Discharge Monitoring Report
ATOX	Violation of an acute toxicity effluent limitation.
CTOX	Violation of a chronic toxicity effluent limitation.
CAT1	Violation of an effluent limitation for a Group I pollutant by more than 40%.
CAT2	Violation of an effluent limitation for a Group II pollutant by more than 20%.
OEV	Violation of any constituent-specific effluent limitation not included in Group I or Group II.
MMP	mandatory minimum penalty
MMP Type	Classification of the type of MMP violation.
CHRON	Chronic violation as defined by California Water Code section 13385 (i). To be counted as a chronic violation, there must be 3 preceding violations within a 180 day period. The fourth non-serious violation that occurs within the 180 period is an MMP violation.
SIG	Serious violation as defined by California Water Code section 13385 (h). Waste discharge exceeds the effluent limitation for a Group I pollutant by 40% or more (CAT1), or a Group II pollutant by 20% or more (CAT2). Also defined by California Water Code section 13385.1 as a failure to file a discharge monitoring report pursuant to Section 13383 for each period of 30 days following the deadline for submitting the report, if the report is designed to ensure compliance with limitations contained in waste discharge requirements that contain effluent limitations.
Violation Description	Narrative description of the violation.
M	Effluent exceeds limit for monthly reporting period.
Q	Effluent exceeds limit for quarterly reporting period.
S	Effluent exceeds limit for semi-annual reporting period.
A	Effluent exceeds limit for annual reporting period.
IM	Effluent exceeds instantaneous maximum limitation.
DM	Effluent exceeds daily maximum limitation.
AW	Effluent exceeds average weekly limitation.
AM	Effluent exceeds average monthly limitation.
2Q	2 nd Quarter

**ACCEPTANCE OF CONDITIONAL RESOLUTION
AND WAIVER OF RIGHT TO HEARING; (proposed) ORDER**

PASO ROBLES WWTP
EPL R3-2009-0068
NPDES Permit No. R3-2004-0031

By signing below and returning this Acceptance of Conditional Resolution and Waiver of Right to Hearing (Acceptance and Waiver) to the Central Coast Regional Water Quality Control Board (Central Coast Water Board), Paso Robles WWTP (Permittee) hereby accepts the "Offer to Participate in Expedited Payment Program" and waives the right to a hearing before the Central Coast Water Board to dispute the allegations of violations described in the Notice of Violation (NOV) which is attached hereto as Exhibit "A" and incorporated herein by reference.

The Permittee agrees that the NOV shall serve as a complaint pursuant to Article 2.5 of the Water Code and that no separate complaint is required for the Central Coast Water Board to assert jurisdiction over the alleged violations through its Enforcement Staff. The Permittee agrees to pay the penalties authorized by California Water Code section 13385, as indicated on the attached invoice (Expedited Payment Amount), which shall be deemed payment in full of any civil liability pursuant to the Water Code sections 13385 and 13385.1 that otherwise might be assessed for the violations described in the NOV. The Permittee understands that once the Acceptance and Waiver is executed by the Executive Officer of the Central Coast Water Board, the full payment required by the deadline set forth on the attached invoice is a condition of this Acceptance and Waiver. The Permittee shall pay the Expedited Payment Amount by check payable to the SWRCB Cleanup and Abatement Account, with the NPDES number noted on the check. The payment shall be submitted to the Central Coast Water Board as specified on the enclosed invoice.

The Permittee understands that this Acceptance and Waiver does not address or resolve liability for any violation that is not specifically identified in the Notice of Violation.

Upon execution by the Permittee, the Acceptance and Waiver shall be returned to:

Harvey Packard
Enforcement Coordinator
Central Coast Water Board
895 Aerovista Place, Suite 101
San Luis Obispo, CA 93401

The Permittee understands that federal regulations set forth at title 40, Code of Federal Regulations, section 123.27(d)(2)(iii) require the Central Coast Water Board to publish notice of and provide at least 30 days for public comment on any proposed resolution of this enforcement action. Accordingly, this Acceptance and Waiver, prior to execution by the Executive Officer of the Central Coast Water Board, will be published as required by law for public comment.

If no comments are received within the notice period that cause the Executive Officer to reconsider the Expedited Payment Amount, the Executive Officer will execute the Acceptance and Waiver.

The Permittee understands that if significant comments are received in opposition to the Expedited Payment Amount, the Central Coast Water Board Enforcement Staff's offer to resolve the violations set forth in the NOV may be withdrawn. In that circumstance, the Permittee will be advised of the withdrawal and an administrative civil liability complaint may be issued and the matter may be set for a hearing before the Central Coast Water Board. For such a liability hearing, the Permittee understands that this Acceptance and Waiver executed by the Permittee will be treated as a settlement communication and will not be used as evidence in that hearing.

The Permittee understands that once the Acceptance and Waiver is executed by the Executive Officer of the Central Coast Water Board, the full payment required by the deadline set forth on the attached invoice is a condition of this Acceptance and Waiver.

I hereby affirm that I am duly authorized to act on behalf of and to bind the Permittee in the making and giving of this Acceptance and Waiver.

(Name of Permittee)

By:

(Signed Name)

(Date)

(Printed or typed name)

(Title)

Expedited Payment Letter R3-2009-0068
NPDES Permit No. R3-2004-0031

IT IS SO ORDERED PURSUANT TO WATER CODE SECTION 13385

Date: _____

By: _____

Roger W. Briggs

Executive Officer

Central Coast Regional Water Quality Control Board

EXHIBIT B
SCOPE OF SERVICES

21st COMPLETE STREET, PASO ROBLES

March 8, 2010 Rev March 15, 2010

Task 1. Project Management/Administration

1A. Invoicing and Project Reporting: Provide monthly invoice and project report to Darla Inglis and copied to the City of Paso Robles. Project report will include updated budget, schedules, and summary of work during period.

1B. Schedule: Prepare and update project schedule

Task 1 Deliverables:

- Monthly Invoice
- Monthly Project Report including schedule.

1C. Invoice Procedure: Submit one (1) copy of each invoice. Invoices shall be submitted on a monthly basis. Email submittal is allowable. The invoice shall be submitted to the Darla Inglis, Project Manager, to the following addresses:

4. Darla Inglis
c/o Regional Water Quality Control Board
Central Coast Region
895 Aerovista Place, Suite 101
San Luis Obispo, California 93401-7906
5. dinglis@ucde.ucdavis.edu
6. Matt Thompson, City of Paso Robles, will be cc'd via email as to the invoice material. MThompson@prcity.com

Invoices shall contain the following information, covering the time period of the invoice:

- i. The word INVOICE should appear in a prominent location at the top of the first page.
- ii. Date of the invoice.
- iii. Printed name of Consultant.
- iv. The contract title.
- v. Address where check is to be mailed, including zip code.
- vi. The time period covered by the invoice.
- vii. An itemized account of the services being billed, including:
 - A) A brief description of the work performed and deliverables submitted based on the tasks itemized in

- the Scope of Services.
- B) Identification of the portion of the Budget to which payment is to be allocated.
- C) Supporting invoices and other similar documents from any subconsultant that Consultant engaged to complete any portion of the work.
- viii. The total amount due, which is calculated according to the paragraph, entitled Payment Procedure, below. The amount due shall be in a prominent location on the first page of the invoice and shall be distinguished from other figures or computations.

Task 2. On-going Public Outreach

2A. Stakeholder Coordination: Coordinate with City on development of stakeholder group. City to identify and convene members. City to provide communication materials to stakeholders.

2B. Stakeholder Meeting #1 – Visioning and Goal Setting: Meeting with project Stakeholder Group to identify project goals and measures of success. SvR Team to present Green Infrastructure overview. Trip for 2 SvR staff (Trip #1 – combine travel with tasks 3B and 3C) to present at the meeting.

2C. Public Presentation of Alternatives: City to make available for public viewing (web and/or boards) and comment 2 alternatives (developed at stakeholder workshop). Assume coordination by City staff. City to provide design team with public comments.

2D. Presentation at Council and Commission Meetings: Present preferred alternative to City Council (2 meetings max.)

Task 2 Deliverables:

Note: All deliverables will be electronically transferred PDF files. Each graphic deliverable will be sent as a high resolution PDF for reproduction and at a resolution for web viewing.

- Green Infrastructure Power Point presentation
- Boards presentation materials (Task 2C and 2D)

Task 3. Due Diligence/Existing Conditions Verification

3A. Review of Environmental Documents: Review Environmental and Railroad Due Diligence Mt. Spring Creek provided by City.

3B. Site visit: Verify existing conditions. Meet with City technical staff to walk site. Trip for 2 SvR staff (trip #1 - combine travel with tasks 2B and 3C)

3C. Project Kickoff Meeting: Meeting with City project manager and other staff. Trip for 2 SvR staff (trip #1 - combine travel with tasks 2B and 3B).

3D. Background: Team will gather and review any available information including existing geotechnical, utility, tree/vegetation, development plans,

nearby projects, zoning, basin maps and planning, rainfall data, hydraulic modeling options and requirements.

3E. Develop Basemap: SvR will assist in developing basemap from survey and GIS (provided by Paso Robles) and information gathered from site verification.

3F. Hydrologic Basis of Design: Summarize existing hydrologic information and its impacts on the size of the proposed conveyance facility in the project area. Develop recommendations for further analysis to be carried out by the local firm hired to lead the next phase of project.

Task 3 Deliverables:

Note: All deliverables will be electronically transferred PDF files. Each graphic deliverable will be sent as a high resolution PDF for reproduction and at a resolution for web viewing.

- Basemap
- Digital Photo Library
- Draft Hydrologic Basis of Design Memorandum

Task 4. Design Alternative Development

4A. Green Strategies Summary: Develop, define and catalogue green stormwater infrastructure (GSI) and/or low impact development (LID) strategies that are appropriate to the corridor and are applicable to the SGC Urban Greening application process.

4B. Evaluation Matrix: Develop, preliminary evaluation matrix to be used as a tool for decision making.

4C. Material Preparation: Develop Stakeholder Design Workshop agenda, plan and materials.

4D. Stakeholder Meeting #2 - Design Workshop: Conduct a day long workshop to develop 2 preliminary alternatives with Paso Robles staff and stakeholders. SvR will present summary of GSI/LID strategies and evaluation matrix that support goals and performance measures identified in Stakeholder Meeting #1. Trip for 2 SvR staff (trip #2).

4E. Design Alternatives Graphics: Refine the two (2) preliminary alternatives for the length of 21st Street corridor as developed in the workshop (4D). Graphics will include a plan and sections (one per block) for each alternative. Alternatives will be provided to City for one round of comments. Comments will be incorporated in material to be used by the City for presentation to the public (task 2C).

4F. SCG Urban Greening Application Support: Provide material (graphics and narrative) to support the City's application process.

4G. 21st Street Streetscape Plan: Develop preferred alternative with input from City staff and addressing comments (task 2C), prepare up to two (2) perspectives, prepare typical street sections (project specific sections). Design elements and standards covered in the Streetscape Plan may include, mobility improvements, habitat improvements, LID strategies, paving elements, recommended street trees/vegetation, street

furnishing recommendations, and opportunities to incorporate art (images may be included). Plans will be provided to City for one round of comments. Comments will be incorporated into Preferred Alternative Streetscape Plan and provided to Stakeholders, Council and Community. An estimate of probable cost for construction will be included for the preferred alternative.

4H. Generic Complete Street Design Standards: In tandem with design for the Streetscape Plan, develop a set of generic LID street sections and accompanying design and performance guidelines applicable to the larger region for both residential street and low volume (2 lane) arterials. Design criteria will include, but not be limited to turning radii, emergency vehicle access, topography, accessibility, and universal design. Performance guidelines will include stormwater runoff control measures.

Deliverables:

Note: All deliverables will be electronically transferred PDF files. Each graphic deliverable will be sent as a high resolution PDF for reproduction and at a resolution for web viewing.

- Summary GSI/LID strategies for 21st Street
- Evaluation matrix for Generic LID Standards applied to 21st Street
- Two Design Alternative Graphics for 21st Street
- 21st Street Streetscape Plan
- Draft street design standards narrative and typical cross sections for Generic LID Standards
- Generic Complete Street Standards, Cross Sections, and Performance Guidelines (Revision of Draft following Darla Inglis review)
- SGC Urban Greening Grant Application Design Recommendations Image Sheets

Task 5. Design Transfer

5A. RFP Assistance: Prepare narrative for the RFP to be used by City in selecting a local design team to carry out the Preferred Alternative Streetscape Plan through construction documents. Assume administration/posting by City staff.

5B. Proposal Review: Provide review of proposals received by City and make recommendations to support selection process.

5C. Interview Attendance Participate (via teleconference) in selection of final design team applicants for future design work. Provide input to City in support of selection process.

5D. Central Coast Municipalities LID Workshop: Participate in workshop hosted by Client. Prepare and present slideshow giving overview of the development of a green street design using the 21st Complete Street project as an example. Describe street design components including LID. Include issues particular to 21st street including goals, work carried out, future steps and timeline. Trip for 2 SvR staff (trip #3 - combine travel with task 5E).

5E. Kickoff Meeting with Local Design Team: Co-conduct with City a meeting to communicate project goals and lay groundwork for collaborative relationship. Trip for 2 SvR staff (trip #3 - combine travel with task 5D)

Deliverables:

Note: All deliverables will electronically transferred PDF files. Each graphic deliverable will be sent as a high resolution PDF for reproduction and at a resolution for web viewing.

- RFP narrative
- Central Coast Municipalities LID Workshop PowerPoint

Project Scope Assumptions

1. City of Paso Robles will contract with a land surveyor to provide a topographic and boundary survey for the alignment 21st Street.
2. Arborist evaluation will be provided by City of Paso Robles.
3. SvR will provide City of Paso Robles with electronic PDF each deliverable.
4. Additional project specific geotechnical work is not included.
5. Additional work to provide design review/guidance to the local design team (30%, 60% and 90%) and respond to requests for guidance and clarification in the subsequent phases will be negotiated under a separate contract.
6. Detailed Basin modeling and analysis is not included.
7. Traffic engineering and studies not included.
8. City to indentify all agencies (local, state, federal and railroad) with jurisdictional interest and catalog compliance requirements (procedural and permitting).
9. SvR Trip Summary

Trip #1: Two SvR Staff – Project Manager and Civil Engineer

During Trip 1 SvR will complete the following tasks:

- Task 2B: Attend Agency Kick-off Meeting
- Task 3B: Attend Stakeholder Workshop #1 Visioning and Goal Setting
- Task 3C: Field visit to review survey and GIS information

Trip #2: Two SvR Staff – Project Manager and Civil Engineer

During Trip 2 SvR will complete the following tasks:

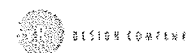
- Task 4D: Host day long Stakeholder Design Workshop

Trip #3: Two SvR Staff – Project Manager and Civil Engineer

During Trip 3 SvR will complete the following tasks:

- Task 5D: Participate in Central Coast LID Workshop
- Task 5E: Attend Kick-off Meeting for Design Team selected in Interview Process.

Exhibit C
Preliminary Project Timeline



City of Paso Robles - 21st Complete Street Proposal for Conceptual Plan

Prepared for the City of Paso Robles

Date

3/8/2010

Prepared by Tom von Schrader and E2 Inc.

Rev 3/15/2010

Task	Description	Target Date	Lead	Support
1	Project Management/Administration	Month 1 - 8		
1A	Project Management: Provide monthly report to City of Paso Robles with updated budget, schedules, and summary of work during period along with monthly invoice.	Ongoing	SvR	
1B	Project Schedule: Prepare and update project schedule	Ongoing	SvR	
	<i>Deliverables: Invoices and Project Schedule</i>			
2	On-going Public Outreach	Month 1 - 7		
2A	Stakeholder Coordination: Coordinate with City on development of stakeholder group. City to identify and convene members.	Month 1	City	E2 Inc.
2B	Stakeholder Meeting #1: Meeting with project Stakeholder Group to identify project goals and measures of success. Team to present Green Infrastructure overview. Trip for 2 SvR staff (trip #1 - combine travel with tasks 3B and 3C)	Month 2	SvR	E2 Inc.
2C	Public Presentation of Alternatives: City to make available for public viewing (web and/or boards) and comment 3 alternatives (developed at stakeholder workshop). Assume coordination by City staff. City to provide design team with comments.	Month 5	SvR	E2 Inc.
2D	Presentation at Council and Commission Meetings: Present preferred alternative to City Council (2 meetings max.).	Month 7	E2 Inc.	SvR
	<i>Deliverables: Green Infrastructure presentation, Task 2E presentation materials</i>			
3	Due Diligence/Existing Conditions Verification	Month 1 - 3		
3A	Environmental and Railroad Due Diligence Mt. Spring Creek: City to identify all agencies (local, state, federal and railroad with jurisdictional interest and catalog compliance requirements (procedural and permitting).	Month 1	City	SvR
3B	Site visit: Verify existing conditions. Meet with City technical staff to walk site. Trip for 2 SvR staff (trip #1 - combine travel with tasks 2B and 3C)	Month 2	SvR	E2 Inc.
3C	Kickoff Meeting: Meeting with City project manager and other staff. Trip for 2 SvR staff (trip #1 - combine travel with tasks 2B and 3B).	Month 2	SvR	E2 Inc.
3D	Review Information: Team will gather and review any available information including existing geotechnical, utility, tree/vegetation, development plans, nearby projects, zoning, basin maps and planning, rainfall data, hydraulic modeling options and requirements	Month 1	SvR	E2 Inc.
3E	Develop Basemap: SvR will assist in developing basemap from survey and GIS (provided by Paso Robles) and information gathered from site verification.	Month 1 - 3	SVR	E2 Inc.
3F	Summarize existing hydrologic information and its impacts on the size of the proposed conveyance facility in the project area. Develop recommendations for further analysis to be carried out by the local firm hired to lead the next phase of project.	Month 2 - 3	SVR	E2 Inc.
	<i>Deliverables: Basemap and digital photo library, Hydrologic Summary Memo</i>			
4	Design Alternative Development	Month 1 - 6		
4A	Develop, define and catalogue green infrastructure (LID) strategies that are appropriate to the corridor and are applicable to the SGC Urban Greening application process.	Month 1	SvR	E2 Inc.
4B	Develop, preliminary evaluation matrix to be used as a tool for decision making.	Month 1	SvR	E2 Inc.
4C	Develop Stakeholder Design Workshop agenda, plan and materials.	Month 1 - 2		
4D	Stakeholder Design Workshop: Conduct a day long workshop to develop 3 preliminary alternatives with Paso Robles staff and stakeholders. Trip for 2 SvR staff (trip #2).	Month 3	SvR	E2 Inc.
4E	Design Alternatives: Prepare two (2) preliminary alternatives for the 21st Street corridor. Graphics will include a plan and sections (one per block) for each alternative. Alternatives will be provided to City for one round of comments. Comments will be incorporated in material to be used by the City for presentation to the public (task 2C).	Month 3 - 5	SvR	E2 Inc.
4F	SCG Urban Greening application support: Provide material (graphics and narrative) to support the City's application process.	Month 1 - 2	SvR	E2 Inc.
4G	Develop Preferred Alternative Streetscape Plan: Develop preferred alternative with input from City staff. Refine plan to reflect public comments (task 2C), prepare up to two (2) perspectives, prepare typical street sections (project specific sections). Design elements and standards covered in the Streetscape Plan may include, mobility improvements, habitat improvements, LID strategies, paving elements, recommended street trees/vegetation, street furnishing recommendations, and opportunities to incorporate art (Images may be included). Plans will be provided to City for one round of comments. Comments will be incorporated into Preferred Alternative Streetscape Plan provided to stakeholders, Council and community.	Month 5 - 6	SvR	E2 Inc.
4H	Generic LID Street Sections: In tandem with design for the Streetscape Plan, develop a set of generic LID street sections applicable to the larger region.	Month 5 - 6		
	<i>Deliverables: 3 Preliminary Alternatives, 1 Preferred Alternative, evaluation matrix, set of draft street design standards, design recommendations image sheets for SGC Urban Greening application.</i>			
5	Design Transfer	Month 8 - TBD		
5A	Prepare narrative for the RFP to be used by City in selecting a local design team to carry out the Preferred Alternative Streetscape Plan through construction documents. Assume administration/posting by City staff.	Month 7	SvR	E2 Inc.
5B	Provide review of proposals received by City and make recommendations to support selection process.	After RFP deadline	SvR	E2 Inc.
5C	Participate (via telephone) in selection of final design team applicants for future design work. Provide input to City in support of selection process.	TBD	SvR	E2 Inc.
5D	Central Coast Municipalities LID Workshop: Participate in workshop hosted by Client. Prepare and present slideshow giving overview of the 21st Complete Street project (goals, work carried out, future steps and timeline). Trip for 2 SvR staff (trip #3 - combine travel with task 5E).	Same as 5C	SvR	E2 Inc.
5E	Kickoff Meeting with local design team: Co conduct with City a meeting to communicate project goals and lay groundwork for collaborative relationship. Trip for 2 SvR staff (trip #3 - combine travel with task 5D).	TBD	SvR	E2 Inc.
	<i>Deliverables: RFP content, Central Coast Municipalities LID Workshop PowerPoint.</i>			

RESOLUTION NO. 10-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASO ROBLES
APPROVING PAYMENT OF PENALTIES FOR WASTEWATER TREATMENT PLANT
VIOLATIONS

WHEREAS, the Paso Robles Wastewater Treatment Plant (WWTP) discharge to the Salinas River is regulated by the Central Coast Regional Water Quality Control Board (Water Board) under a National Pollutant Discharge Elimination System (NPDES) permit.

WHEREAS, Paso Robles wastewater contains high salt levels. The WWTP is antiquated and cannot consistently comply with NPDES permit pollutant limits. Between March 1, 2008, and August 31, 2009, the City violated permit effluent limits 23 times. Pollutants that exceeded effluent limits include sodium, chloride, total dissolved solids, pH, bis-phthalate, selenium, and copper.

WHEREAS, the Water Board assessed the City with a \$69,000 penalty for these effluent violations described above. The Water Board allowed the City to propose a supplemental environmental project (SEP) in lieu of a portion of the penalty.

WHEREAS, City staff proposed and Water Board staff tentatively approved directing the maximum penalty amount permissible by the Water Code, \$42,000, to conceptual design of improvements to five blocks of 21st Street, between Vine Street and Riverside Avenue. The conceptual design will be a complete/green street that meets several objectives.

WHEREAS, the City and Water Board staff have negotiated a stipulated order that requires the City to direct \$42,000 to the Bay Foundation of Morro Bay for conceptual design of 21st Street improvements, and the remaining penalty, \$27,000, to the State's Cleanup and Abatement Account.

THEREFORE, BE IT RESOLVED:

The City Council of the City of Paso Robles does hereby approve payment of \$42,000 to the Bay Foundation for conceptual design of 21st Street improvements and \$27,000 to the State's Cleanup and Abatement Account.

PASSED AND ADOPTED by the City Council of the City of Paso Robles this 6h day of July2010 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Duane Picanco, Mayor

Dennis Fansler, City Clerk