

IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF

Craig Smith	)	CONSENT ORDER
Apex Land Group, LLC	)	Idaho Code § 39-108
517 South Whitley Drive	)	Case No. ID-2026-0044
Fruitland, ID 83619	)	

FINDINGS AND CONCLUSIONS

1. Pursuant to the Idaho Environmental Protection and Health Act (EPHA), including Idaho Code § 39-108; the “Idaho Pollutant Discharge Elimination System Rules” (IDAPA 58.01.25); and the “Water Quality Standards” (IDAPA 58.01.02), the Idaho Department of Environmental Quality (Department) enters into this Consent Order (CO) with Apex Land Group, LLC (Respondent).
2. The Department administers the Idaho Pollutant Discharge Elimination System (IPDES) Program to regulate the discharge of pollutants to waters of the United States (WOTUS) and waters of the state and to ensure compliance with applicable water quality requirements. Activities subject to regulation under the IPDES Program are governed by the applicable requirements in Idaho’s “Water Quality Standards” (IDAPA 58.01.02), the “Idaho Pollutant Discharge Elimination System Rules” (IDAPA 58.01.25), and permits issued by the Department pursuant to those rules, as applicable.
3. The Respondent is the operator of the Dagger Falls Subdivision, located at 1722 E. 12th Street in Emmett, Idaho. The project consists of approximately 37 acres of disturbance associated with development of a single-family residential subdivision, including installation of underground utilities, paved access roads, sidewalks, curb, gutter, and residential construction. The Respondent submitted a Notice of Intent for coverage under the IPDES Construction General Permit on March 21, 2023, and the Department authorized coverage on April 6, 2023, under IPDES Permit No. IDR10C0PH.
4. Activities conducted at the Dagger Falls Subdivision are subject to the requirements of IPDES Permit No. IDR10C0PH and applicable provisions of IDAPA 58.01.25. On August 5, 2024, the Department conducted an unannounced compliance evaluation inspection of the project. Based on observations made during the inspection and review of the Storm Water Pollution Prevention Plan (SWPPP), inspection records, and other information, the Department identified alleged violations related to SWPPP availability and completeness, storm water team identification and training, inspection requirements,

storm drain inlet protection, pollution prevention controls, sanitary waste controls, and concrete washout management.

5. By Notice of Violation (NOV) dated August 3, 2026, the Department notified the Respondent of the alleged violations and assessed a total civil penalty of \$13,445. The Department provided the Respondent an opportunity for a compliance conference to discuss the alleged violations, corrective actions, penalties, and potential resolution through a CO. The NOV is hereby incorporated into this CO by reference.
6. On August 27, 2026, a compliance conference was held between representatives of the Respondent and the Department. The Respondent discussed the alleged violations identified in the NOV and presented information concerning corrective actions taken or proposed to achieve and maintain compliance. Following the conference, the Respondent provided additional Record of Resolution documentation describing corrective actions taken to address the alleged violations, which the Department reviewed in determining the final settlement penalty.
7. To resolve this matter without litigation or further controversy, and without admitting to any of the violations identified in the NOV, the Respondent agrees to the terms, penalty, and payment provisions of this CO. This CO constitutes a Consent Order under Idaho Code § 39-108(3)(a).

ADMINISTRATIVE PENALTY

8. The August 3, 2026 NOV assessed a total civil penalty of \$13,445 for the alleged violations described therein. The assessed penalty reflects the nature, circumstances, extent, and gravity of the alleged violations, as well as other applicable factors considered by the Department pursuant to Idaho Code § 39-108.
9. Following the compliance conference and review of additional information and documentation provided by the Respondent, the Department made specific post-NOV adjustments to the assessed penalties. These adjustments, including a factual correction to the number of occurrences associated with Violation 9, reduced the assessed penalty from \$13,445 to an adjusted subtotal of \$8,925. As a result of the Respondent's good-faith efforts to resolve the alleged violations and prevent future occurrences, the Department granted a further 20% reduction of \$1,785. The resulting adjusted civil penalty is \$7,140.
10. The Respondent will pay the Department a total civil penalty of \$7,140 within thirty (30) calendar days of the effective date of this CO.

11. Penalty payments must be made payable to the Department and submitted either through the Department's Payment Portal on the Department's website, or by check mailed to the following address:

Accounts Receivable – Finance Office
IPDES Penalty Payment – Case No. ID-2026-0044
Idaho Department of Environmental Quality
1410 N Hilton Street
Boise, ID 83706

12. The payment must identify the Respondent's name and indicate that the payment is for an IPDES administrative penalty.

STANDARD PROVISIONS

13. This CO does not relieve the Respondent of its obligation to comply with the EPHA, applicable provisions of IDAPA, IPDES Permit No. IDR10C0PH, or any other applicable local, state, or federal laws and regulations. Nothing in this CO relieves the Respondent of its continuing duty to comply with applicable requirements of the IPDES Program.
14. This CO is binding upon the Respondent and its successors and assigns until the requirements of this CO have been satisfied and the Department terminates the CO in writing.
15. If the Respondent fails to comply with the terms of this CO, the Department may seek and obtain, in any appropriate district court, specific performance of this CO and such other relief as authorized under the EPHA.
16. A waiver or decision by the Department not to enforce any provision, term, condition, or requirement of this CO does not constitute a waiver of any other provision, term, condition, or requirement.
17. Each person signing this CO certifies that they have authority to sign for the party represented and to bind that party to its terms.
18. If any provision or authority of this CO, or the application of this CO to any party or circumstance, is held by a judicial or administrative authority to be invalid, the application of such provision to other parties or circumstances and the remainder of this CO will remain in force and will not be affected.
19. This CO sets forth the entire agreement related to the subject matter of this CO and may not be modified without the written consent of all parties.

20. This CO resolves the Respondent's liability for civil penalties only for the violations and facts alleged in the August 3, 2026 NOV and incorporated into this CO by reference.
21. This CO does not affect the right of the Department or the State of Idaho to pursue appropriate relief for any other violation of law, including civil penalties, injunctive or other equitable relief, or criminal sanctions.
22. The Respondent agrees that this CO will be admissible as evidence in any proceeding to enforce this CO.
23. Consistent with 26 U.S.C. § 162(f)(1), the Respondent will not deduct the civil penalty paid pursuant to this CO for federal tax purposes.
24. If this CO is signed and agreed to with an electronic signature by either party, the electronic signature will have the same legal and evidentiary effect as a handwritten signature.
25. The Department will provide public notice of this CO and a 30-day public comment period in accordance with Idaho Code § 39-108(9) and applicable state and federal requirements. The Department will address comments received in accordance with applicable requirements.

EFFECTIVE DATE AND TERMINATION

26. The effective date of this CO is the date of the signature by the Department Director.
27. Upon request by the Respondent or upon the Department's own accord, this CO may be terminated if the Department determines that all requirements of this CO, including payment of the civil penalty required by Paragraph 10, have been completed. The Department will issue written notice of termination.

DATED THIS _____ DAY OF _____, 2026

Craig Smith
Project Manager
Apex Land Group, LLC

DATED THIS _____ DAY OF _____, 2026

Jess Byrne
Director
Idaho Department of Environmental Quality