



BOARD OF SUPERVISORS AGENDA ITEM REPORT

Requested Board Meeting Date: 8/8/2023

**= Mandatory, information must be provided*

Click or tap the boxes to enter text. If not applicable, indicate "N/A".

***Title:**

Regular Session Agenda Item, Regional Wastewater Reclamation Department

***Introduction/Background:**

Staff recommends that the Board of Supervisors approve the following Negotiated Settlement Agreement. The Negotiated Settlement Agreement is a result of enforcement actions by Pima County's Regional Wastewater Reclamation Department's Industrial Wastewater Control Group. Pursuant to A.R.S. § 49-391, the Board of Supervisors held a public comment period beginning on June 20, 2023, and Pima County did not receive any public comments during the public comment period regarding the Negotiated Settlement Agreement listed below.

***Discussion:**

The Department and True Blue Car Wash, LLC proposed a Negotiated Settlement Agreement to settle violations of the County's wastewater discharge limitations at True Blue's facility located at 4300 West Ina Road. As part of the agreement, True Blue will pay a total of \$800.00.

***Conclusion:**

If approved, the Negotiated Settlement Agreement will be ratified in accordance with the requirements of A.R.S. § 49-391 and the violations will be resolved as set forth in the Negotiated Settlement Agreement.

***Recommendation:**

That the Board of Supervisors approve the Negotiated Settlement Agreement.

***Fiscal Impact:**

N/A

***Board of Supervisor District:**

☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☒ All

Department: Pima County Attorney's Office

Telephone: 520-724-5700

Contact: Chief Civil Deputy Sam Brown

Telephone: 520-724-5700

Department Director Signature: _____

Date: _____

7.25.23

Deputy County Administrator Signature: _____

Date: _____

County Administrator Signature: _____

Date: _____

7-25-2023

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This Negotiated Settlement Agreement is made and entered between Pima County, Arizona, a body politic, (“Pima County”) and True Blue Car Wash, LLC (“True Blue”) pursuant to A.R.S. § 49-391(C).

1. Pima County is a political subdivision of the State of Arizona with authority under A.R.S. § 11-264 to establish and maintain a wastewater treatment system.
2. Pima County's wastewater treatment system discharges treated wastewater into designated waters of the United States and, therefore, is subject the Arizona Discharge Elimination System (AZPDES) permitting requirements of the Clean Water Act.
3. As required by its AZPDES permit and as authorized by A.R.S. § 49-391(A), Pima County has enacted an Industrial Wastewater Ordinance, which is included in Chapter 13 of the Pima County Code ("P.C.C.") and regulates the industrial users of Pima County's wastewater treatment system.
4. True Blue is an industrial user of Pima County's wastewater treatment system as defined in the Industrial Wastewater Ordinance, P.C.C. § 13.36.040(Z).
5. True Blue is a commercial car wash facility that generates industrial wastewater through automated car washing.
6. Under A.R.S. § 49-391(C), Pima County has the authority to enter into this

1 which any discharge exceeds any effluent limitation in the permit, or exceeds a
2 maximum discharge limitation for any of the pollutants listed in this” Ordinance.

3 14. On October 13, 2022, True Blue exceeded the maximum daily limit for oil and
4 grease in violation of the Permit.

5 15. On December 20, 2022, the Pima County Industrial Wastewater Control section
6 (“IWC”) issued True Blue Notification of Violation, No. 2022-D-005 for
7 exceeding the Permit’s maximum daily limits for oil and grease.

8 16. True Blue is a limited liability corporation and has made good faith efforts with
9 IWC to resolve this enforcement action.

10 17. True Blue and IWC have negotiated the terms of a Negotiated Settlement
11 Agreement (“NSA”) with a reduction of a monetary penalty as authorized by
12 section 2.4(C) of Pima County’s Enforcement Response Plan.¹

13 18. True Blue’s violations of the Permit subjects True Blue to civil penalties
14 consistent with the federal Clean Water Act.

15 III. TERMS AND CONDITIONS

16 19. Settlement. Pima County and True Blue have entered into this Agreement in order
17 to resolve all identified disputes between them according to the following terms
18 and conditions:

- 19 a. True Blue agrees to pay a reduced penalty of \$800.00 for Failure to Make
20 Notification. Upon the execution of this Agreement, True Blue will mail a
21 payment by check, payable to the Pima County Treasurer, to the following
22 address: Attention - Permitting and Compliance, 2955 Calle Agua Nueva,
23

24 ¹ The Enforcement Response Plan was approved by the Board of Supervisors on June 18,
25 2013 and is available online at:
26 http://webcms.pima.gov/UserFiles/Servers/Server_6/File/Government/Wastewater%20Reclamation/IWC/EnforcementResponsePlan.pdf

1 expressly acknowledge that they have been given the opportunity to be
2 represented by their respective attorneys in the negotiation of this Agreement. The
3 terms, conditions and provisions of this Agreement shall be construed only
4 according to their fair import.

5 24. Form of Notice. Unless otherwise provided for in this Agreement, any notice or
6 communication between the parties shall be deemed submitted on the date they are
7 postmarked and sent by certified mail, return receipt requested, and shall be
8 addressed as follows:

9 To Pima County:	To True Blue:
10 Steve King	Chris Laurella
11 Regional Wastewater Reclamation Department	True Blue Car Wash, LLC
12 Industrial Wastewater Control	1255 W Rio Salado Parkway
13 2955 West Calle Agua Nueva	Suite 111
	Tempe, AZ 85281

14 25. Non-Waiver Provisions. This Agreement in no way relieves True Blue of its
15 responsibility to comply with all applicable Federal, State, local laws, or permit
16 conditions in operating its facility in Pima County.

17 26. Severability. The provisions of this Agreement shall be severable, and should any
18 provision be declared by a court of competent jurisdiction to be inconsistent with
19 Federal or State law, and therefore unenforceable, the remaining provisions of this
20 Agreement shall remain in full force and effect.

21 27. Good Faith. The parties agree that each of them shall take such further action and
22 execute such further documents, if any, which may be necessary or appropriate to
23 implement this Agreement according to all of its terms and conditions.

24 28. Limitations. It is the intent of the parties that this Agreement shall not be used in
25 any judicial proceedings or in any other manner against True Blue.
26

PIMA COUNTY

ATTEST:

By _____
Chairman, Board of Supervisors

By _____
Melissa Manriquez
Clerk of the Board of Supervisors

Date _____

Date _____

APPROVED AS TO FORM:

By _____
Bobby Yu Samuel Brown
Deputy Pima County Attorney

TRUE BLUE CAR WASH, LLC.

By _____
Stu Crum, Chief Executive Officer

Date 05.23.2023

STATE OF ARIZONA }
COUNTY OF PIMA } ss

The foregoing signature was acknowledged before me this 23rd day of
MAY, 2023, by STUART R. CRUM, a CHIEF EXECUTIVE OFFICER
(name) (title)
with authority to enter into this contract on behalf of True Blue Car Wash, LLC, a limited
liability corporation.

Notary Public

My Commission Expires:
MARCH 31, 2027

