

COB - BOSAIR FORM

08/05/2026 9:56 AM (MST)

Submitted by Stefanie.Gillie@pcao.pima.gov



BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.

Award Type:	Agenda Item
BOSAIR Activity:	Board Meeting Request
Requested Board Meeting Date:	08/25/2026
Project Title / Description:	Regular Agenda Item Re: Discussion Regarding Negotiated Settlement Agreement with Sonic Drive-in

Agenda Item Report

Introduction / Background:	Staff recommends that the Board of Supervisors approve the following pretreatment Negotiated Settlement Agreement. The Negotiated Settlement Agreement is a result of enforcement actions by Pima County's Regional Wastewater Reclamation Department's Industrial Control Group. Pursuant to A.R.S. § 49-391, the Board of Supervisors held a public comment period starting on June 23, 2026, and Pima County did not receive any public comments during the public comment period regarding the pretreatment Negotiated Settlement Agreement.
Discussion:	The Negotiated Settlement Agreement settles violations of the County's wastewater discharge limitations at Sonic Drive-in's facility located at 3255 West Orange Grove Road, Tucson, AZ, 85745. As part of the agreement, Sonic Drive-in will pay a total of \$8,000.51, attend Pollution Prevention School, and acquire an Industrial Wastewater Discharge Permit.
Conclusion:	If approved, the Negotiated Settlement Agreement will be ratified in accordance with the requirements of A.R.S. § 49-391 and the pretreatment 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
Support of Prosperity Initiative:	N/A
Provide information that explains how this activity supports the selected Prosperity Initiative	N/A
Board of Supervisor District:	• 1 • 2 • 3 • 4 • 5
Department:	PCAO - Civil Division
Name:	Stefanie Gillie
Telephone:	520-724-5700

Department Director Signature: Daniel Jurkowitz Delegated Signer Date: 8/6/2026 | 1:30 PM MST

Deputy County Administrator Signature: _____ Date: _____

County Administrator Signature: Gar Date: 8/6/2026 | 2:05 PM MST

- 1 5. Under A.R.S. § 49-391(C), Pima County has the authority to enter into this
- 2 Agreement with Sonic Drive-In with regard to the local enforcement of wastewater
- 3 pretreatment requirements.
- 4 6. The parties acknowledge that final approval of this Agreement is subject to a
- 5 mandatory 30-day public notice and comment period under A.R.S. § 49-391(C).

6 II. FINDINGS

- 7 7. Sonic Drive-In operates a food service facility located at 3255 West Orange Grove
- 8 Road, Tucson, AZ, 85745 ("Facility") that discharges industrial wastewater into
- 9 Pima County's wastewater treatment system under the authority of Industrial
- 10 Wastewater Ordinance Grease Management Program.

- 11 8. P.C.C. § 13.36.110(A)(2) states:

12 A permit shall be required for all food service facilities, except those
13 that were built in accordance with previously adopted editions of a
14 plumbing code and those that install and maintain an appropriate
15 pretreatment device and implement the Best Management Practices
16 Program as outlined in Article XIV of this chapter. Facilities shall be
17 responsible for ensuring that the discharges from their operations are
18 in compliance with the provisions set forth in this chapter. Any food
19 service facility found to be in violation with any part of this chapter
20 may be required to obtain an industrial wastewater discharge permit
21 and correct the deficiencies.

- 18 9. Pursuant to P.C.C. § 13.36.430(A), Sonic Drive-In must connect all fixtures,
19 equipment, and drain lines which are sources of fats, oil, and grease ("FOG") to a
20 Pretreatment device.

- 21 10. The IWO requires that Sonic Drive-In maintain its pretreatment device in
22 compliance with P.C.C. § 13.36.420(A).

- 23 11. P.C.C. § 13.36.070 sets allowable discharge limits of Oil and Grease to 200 mg/L.

- 24 12. P.C.C. § 13.36.130(A) requires users to "comply with all applicable federal rules,
25 regulations, or pretreatment standards, or any applicable more stringent state or local
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rules, regulations or standards, whether or not contained in a permit.”

13. On March 05, 2026, a Sanitary Sewer Overflow (“SSO”) occurred from manhole #2991-02 behind Sonic Drive-In that released sewage covering an area approximately 152 feet long by 6 feet wide soaking into the ground.

14. On March 06, 2026, Pima County Regional Reclamation Department Conveyance Division notified the Industrial Wastewater Control Section (“IWC”) of grease in the line downstream from Sonic Drive-In.

15. On March 6, 2026, IWC conducted an inspection at Sonic Drive-In.

16. IWC collected a sample of industrial wastewater at the discharge side of the Hydromechanical Grease Interceptor (“HGI”) during the March 6, 2026 inspection.

17. The analytical test results of the wastewater discharge revealed Sonic Drive-In exceeded the maximum allowable limit for Oil and Grease in violation of P.C.C. § 13.36.070 as follows:

<u>Sample Date</u>	<u>Parameter</u>	<u>Limit</u>	<u>Violation</u>
March 6, 2026	Oil & Grease	200 mg/L	1420 mg/L

18. P.C.C. § 13.36.210 states, “Any user who discharges, or causes the discharge of wastewater which causes damage to the POTW, interference, pass-through, upset, bypass or SSO or any other damages resulting in costs to the POTW, shall be liable for all damages occasioned thereby.”

19. Pima County Regional Wastewater Reclamation Department Conveyance Division incurred cleanup costs for the SSO. This amount does not include any expenditure for other damages, costs or claims related to the SSO.

20. Pima County alleges that Sonic Drive-In violated P.C.C § 13.36.110(A)(2) by failing to ensure that the discharge from their operation was in compliance with the provisions set forth in the Ordinance.

1 21. Pima County alleges that Sonic Drive-In violated P.C.C. § 13.36.130(J) by failing
2 to properly operate and maintain all facilities and systems of treatment and control
3 which are installed and used by Sonic Drive-In to comply with the Ordinance.

4 22. On March 25, 2026, Sonic Drive-In was issued a Notice of Violation, No. 2026-
5 NOV-0017 for the discharge violations and for being in significant noncompliance.

6 23. Sonic Drive-In and Pima County have negotiated the terms of this Negotiated
7 Settlement Agreement as authorized by Section 2.4 (C) of the Pima County
8 Enforcement Response Plan.¹

9 III. TERMS AND CONDITIONS

10 24. Settlement. Pima County and Sonic Drive-In have entered into this Agreement in
11 order to resolve all identified disputes between them according to all the following
12 terms and conditions:

- 13 a. Sonic Drive-In agrees to pay cleanup costs and monetary penalties totaling
14 \$8,000.51 pursuant to Pima County's Enforcement Response Plan.
- 15 b. Sonic Drive-In agrees to send at least one representative to IWC's Pollution
16 Prevention School at the cost of \$50.00 for the first attendee and \$25.00 for each
17 additional attendee.
- 18 c. Sonic Drive-In agrees to secure an Industrial Wastewater Discharge Permit and
19 monitor its discharge on a quarterly basis for five years. After one year of
20 compliance, Sonic Drive-In may petition IWC that the permit be deactivated.

21 ¹ The Enforcement Response Plan was approved by the Board of Supervisors on June 18,
22 2013 and is available online at the Pima County Regional Wastewater Reclamation Facility
23 website.
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25
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1 25. Attendance of Pollution Prevention School, acquisition of a permit, and the payment
2 of the total amount of **\$8,000.51** shall represent full settlement of penalties and costs
3 imposed by Pima County under P.C.C., Title 13, Chapter 13.36 for the violations
4 alleged in the Notice of Violation.

5 26. Method of Payment. The payment shall be made by company check payable to Pima
6 County Regional Wastewater Reclamation Department and delivered by certified
7 mail within 30 days of the Board of Supervisors' approval to **Pima County**
8 **Regional Wastewater Reclamation Department, Industrial Wastewater**
9 **Control, Attn: Max DiSante, 2955 W. Calle Agua Nueva, Tucson, Arizona,**
10 **85745.**

11 27. Failure of Compliance. The parties agree that it is the responsibility of Sonic Drive-
12 In to achieve and maintain compliance with all applicable Federal, State and local
13 laws, regulations and permits. Compliance with this Agreement shall not be a
14 defense to any enforcement actions commenced pursuant to said laws, regulations,
15 or permits and based on Sonic Drive-In activities or omissions occurring after the
16 date of this agreement.

17 28. Entire Agreement. This Agreement contains the entire agreement between Pima
18 County and Sonic Drive-In, and the terms, conditions, and provisions of this
19 Agreement are contractual and not a mere recital.

20 29. Attorney Fees. In the event that either Pima County or Sonic Drive-In finds it
21 necessary to employ legal counsel to bring an action at law or other proceeding
22 against the other party to enforce any of the terms, conditions, or provisions of this
23 Agreement, the party prevailing in such action shall be paid all reasonable attorney
24 fees by the other party, and in the event that any judgment is secured by the
25 prevailing party in such action or proceeding, all reasonable attorney fees shall be
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1 included in said judgment. The amount of reasonable attorney fees shall be
2 determined by the court and not by a jury.

3 30. Authority. The persons executing this Agreement expressly represent and warrant
4 that they are authorized to execute the same. Further, Pima County and Sonic Drive-
5 In expressly acknowledge that they have been given the opportunity to be
6 represented by their respective attorneys in the negotiation of this Agreement. The
7 terms, conditions and provisions of this Agreement shall be construed only
8 according to their fair import.

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

13 To Pima County:

14 Max DiSante

15 Regional Wastewater Reclamation Department

16 Industrial Wastewater Control

17 2955 West Calle Agua Nueva

Tucson, AZ 85745

To Sonic Drive-In:

Stuart Carey

Orange Grove Operation, Inc.

dba Sonic Drive-In

5750 E Pinchot Road

Tucson, AZ 85750

18 32. Non-Waiver Provisions. This Agreement in no way relieves Sonic Drive-In of its
19 responsibility to comply with all applicable Federal, State, local laws, or permit
20 conditions in operating the Facility in Pima County.

21 33. Severability. The provisions of this Agreement shall be severable, and should any
22 provision be declared by a court of competent jurisdiction to be inconsistent with
23 Federal or State law, and therefore unenforceable, the remaining provisions of this
24 Agreement shall remain in full force and effect.

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

3 35. Limitations. It is the intent of the parties that this Agreement shall not be used in
4 any judicial proceedings or in any other manner against Sonic Drive-In.

5 36. Binding Effect. The provisions of this Agreement shall be binding upon the parties,
6 their officers, directors, agents, servants, employees, successors, assigns and all
7 persons, firms, and corporations in active concert with them.

8 37. Governing Law. The terms and conditions of this Agreement shall be governed by
9 the law of the State of Arizona.

10 38. Date of Public Notice. Public notice of the 30-day comment period was given at
11 the Pima County Board of Supervisors' Meeting on June 23, 2026.

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14 **PIMA COUNTY**

15 ATTEST:

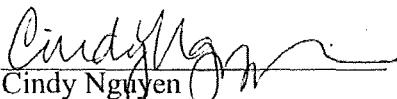
16 By _____
17 Jen Allen, Chair
18 Pima County Board of Supervisors

16 By _____
17 Melissa Manriquez
18 Clerk of the Board of Supervisors

19 Date _____

19 Date _____

20 **APPROVED AS TO FORM:**

21 By 
22 Cindy Nguyen
23 Deputy Pima County Attorney

ORANGE GROVE OPERATIONS, INC. dba SONIC DRIVE-IN

By

Stuart Carey, Owner

Date

7/28/26

STATE OF ARIZONA

COUNTY OF PIMA

} ss

The foregoing signature was acknowledged before me this 28 day of

July

, 2026, by

Stuart Carey

(name)

, a

president

(title)

with authority to enter into this contract on behalf of Orange Grove Operations, Incorporated dba Sonic Drive-In an Arizona corporation.

Melody K Melton
Notary Public

My Commission Expires: 2/1/28

