



RESOLUTION NO. 2020-03

RESOLUTION APPROVING AN AGREEMENT TRANSFERRING MANAGEMENT AND SUPERVISION OF THE BADGER CREEK SOLID WASTE TRANSFER STATION TO THE RESIDENTS OF BADGER CREEK.

WHEREAS, the Coconino County Board of Supervisors, authorized pursuant to A.R.S. 11-251, to make all local sanitary regulations, has directed the Public Works Department to find alternatives to providing free solid waste service to residents in Coconino County;

WHEREAS, the County has been providing free solid waste services to residents of Badger Creek, an unincorporated community, in rural Coconino County;

WHEREAS, the Public Works Department and Supervisor Lena Fowler met with residents to discuss the situation concerning solid waste;

WHEREAS, third party service for waste removal and transfer is now available to the residents of Badger Creek, and residents have agreed to accept responsibility for monthly financing, management, supervision, and maintenance of the current transfer station operated by the County, at Badger Creek Road and U.S. 89A, including road access to the transfer site;

WHEREAS, the County and the residents of Badger Creek have agreed upon a process by which to transfer the management and supervision of the waste transfer station from the County to the residents;

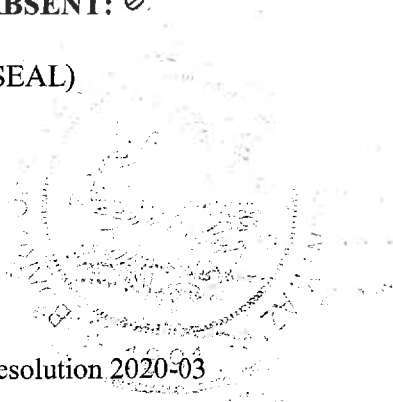
WHEREAS, the transfer of responsibilities shall have the effect of reducing overall County expenditures, obligations, and liabilities for solid waste collection and disposal services, in rural parts of the County.

NOW, THEREFORE, BE IT RESOLVED by the Coconino County Board of Supervisors, approving the Agreement between the County and the residents of Badger Creek setting forth terms for the transfer of management and supervision of the waste transfer station to the residents, to be effective February 1, 2020.

PASSED AND ADOPTED this 7th day of January 2020 by the Coconino County Board of Supervisors.

AYES: 5
NOES: 0
ABSENT: 0

(SEAL)



COCONINO COUNTY BOARD OF SUPERVISORS

Lena Fowler
Lena Fowler, Chair

APPROVED AS TO FORM:



Rose Winkeler, Deputy County Attorney

ATTEST:



Lindsay Daley, Clerk of the Board

**AGREEMENT FOR THE TRANSFER OF SOLID WASTE
RESPONSIBILITIES**

RECITALS

This Agreement is made between Coconino County ("County"), a political subdivision of the State of Arizona, and the undersigned residents of Badger Creek ("Residents"), in the unincorporated community located, at Badger Creek Rd. and U.S. Highway 89A.

WHEREAS, the County has, provided for the collection and disposal of solid waste from Badger Creek community, at this location (Depicted in Exhibits A & B). This service has been paid for by the County on a yearly basis. The County provided this service for many residents in rural parts of the County where no private sector vendors operated to provide waste disposal services. However, there are now vendors able to provide this service to Residents, and cost considerations have compelled the County to discontinue solid waste disposal and/or transfer services.

WHEREAS, this Agreement shall have the effect of reducing overall County expenditures, obligations, and liabilities for solid waste collection and disposal services, in rural parts of the county.

WHEREAS, the County, in support of Residents, will transition management of solid waste disposal to Residents, and obtain all permits, land patents, and evaluations necessary to operate the site; and

WHEREAS, Residents are responsible for maintenance and up-keep of the site and solid waste receptacles, up to replacement of receptacles.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and agreements set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in order to fulfill the foregoing objectives, the Parties agree as follows:

The County shall complete a Land Patent with the Bureau of Land Management (BLM) for the site. The County shall pay for all application fees as well as the cost of any BLM land survey required for completion of the patent.

The County shall acquire a new Environmental Assessment for the site as a condition for acquisition of the Land Patent.

The County shall have twenty-four (24) months from the date of the signing of this agreement to obtain the above-mentioned permit, assessment, and patent.

The County shall maintain the Arizona Department of Environmental Quality permit necessary for Residents to operate the Site.

Upon transfer of service management, Residents shall contract and pay for third party vendor services for the removal and disposal of solid waste from the site starting February 1, 2020. Residents shall assume, at their sole and exclusive expense, the duties and supervision, up-keep, maintenance, replacement, repairs, and improvement of the Site. This shall be done, at a minimum, in compliance with such standards, rules, regulations and policies in compliance with the zoning code, and Coconino County public health ordinances. Under no circumstances shall the County be liable for any supervision, up-keep, maintenance, repairs, replacements, or improvements of any kind whatsoever related to the Site, or services, except as otherwise provided in this Agreement.

Residents shall maintain a right-of-way public access road to the receptacles and dispose of all loose solid waste material, in and around the site.

Residents shall ensure that the site is managed and maintained exclusively as a solid waste transfer station. Any other use by Residents, or allowed by Residents, shall release the County from all obligations contained in this agreement. Consistent with BLM requirements, the site may only be used for a solid waste transfer station. Upon dissolution of the Agreement, the County shall not be obligated to reassume management of the site or any other previously held fiscal responsibilities.

Notwithstanding any other provision of this Agreement, the County shall not be obligated for any provision of this Agreement during any of the County's future fiscal years.

GENERAL PROVISIONS

Residents shall hold the County harmless and defend the County against any and all claims, actions and judgments, for damages to persons or property resulting in whole or part from Residents' operation of the site in accordance with the terms of this agreement, or from Residents' negligence or failure to perform in accordance with the terms and conditions of this Agreement.

This Agreement is subject to the cancelation provisions of A.R.S. § 38-511.

This Agreement constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the agreement herein. This Agreement may not be modified or amended, except by a written document, signed by authorized representatives of each party.

In the event that any phrase, clause, sentence, paragraph, section, article, or other portion of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect.

This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the persons signing on behalf of each has been properly

authorized and empowered to do so. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

The Recitals set forth above, and the Exhibit referenced within the Agreement and attached below are incorporated into this Agreement.

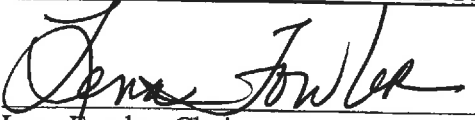
No modification of this Agreement shall be deemed effective unless in writing, signed by the Parties hereto.

Undersigned Residents shall appoint from among themselves a representative to receive notice from the County in regard to this agreement. This selection must be communicated to Coconino County Public Works, within 30 days of the finalization of this agreement.


Should Residents fail to abide by the terms set forth above, the County may terminate this agreement with 30 days by written notice sent to the representative appointed by Residents. Upon termination of this agreement, either by Residents' failure to abide by the above terms or because of the agreement's set expiration, no responsibility, obligation, or liability for waste removal services formerly provided by the County to the Residents shall revert to the County.

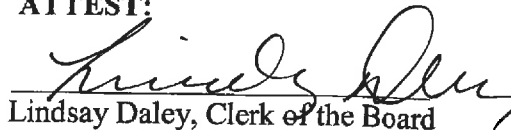
This Agreement shall be in effect for a term of ten (10) years. At the end of which, Parties shall have the option for additional five (5) year terms.

COCONINO COUNTY BOARD OF SUPERVISORS


Lena Fowler, Chair

1/7/2020
Date

APPROVED AS TO FORM:

Rose Winkeler, Deputy County Attorney

ATTEST:

Lindsay Daley, Clerk of the Board

RESIDENTS OF BADGER CREEK

RESIDENT

MARY
LANDAHL

By: Mary Landahl

Dated: 2/2/2020

RESIDENT

Pam Quist

By: Pam Quist

Dated: 2-2-20

RESIDENT

Grant Gray

By: Grant Gray

Dated: 2/25/2020

RESIDENT

Charles
E. Goodrich

By: Charles E. Goodrich

Dated: 2/25/2020

RESIDENT

Simone
Stephenson

By: Simone Stephenson

Dated: 2/25/2020

RESIDENT

Joni
Pope

By: Joni Pope

Dated: 2/27/2020

RESIDENT

By: Joanne Mills

Joanne Mills

Dated: 3/4/2020

RESIDENT

By: Russell Sullivan

Russell Sullivan

Dated: 3-4-20

RESIDENT

By: Clair Quist

Clair Quist

Dated: 3/4/20

RESIDENT

By: _____

Dated: _____

RESIDENT

By: _____

Dated: _____

RESIDENT

By: _____

Dated: _____

Badger Creek Residents on Solid Waste Contract

David Moulton
PO Box 50087
Parks, AZ 86018

Matt Herman

Millicent Gray
33 Badger Creek Rd.
Marble Canyon, AZ 86036

Simone Stephenson
*House Rock Valley Rd.
and Hwy 89A*

Pam Quist
103 Honeymoon Trail Rd.
Marble Canyon, AZ 86036

Tim Stephenson
*House Rock Valley Rd.
and Hwy 89A*

~~Mary Landall~~
*Mary Landahl
33 Badger Creek Rd.
Marble Canyon AZ 86036*

Allison Schmidt
45 Ocean View Rd
Marble Canyon, AZ 86036

John Russell Sullivan
23 Badger Creek Rd
Marble Canyon, AZ 86036

Grant Gray
33 Badger Creek Rd
Marble Canyon, AZ 86036

Jeff English
HC 67 Box 13
Marble Canyon, AZ 86036

EXHIBIT A

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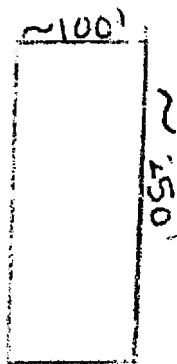


EXHIBIT B

