

RESOLUTION NO. R26-16

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR THE THUNDERBIRD PARK WATER CONNECTION.

WHEREAS, on October 28, 2025, City council adopted Resolution R25-105 approving the entering into of an Intergovernmental Agreement with the City of Phoenix (C25-1195) for water and sewer connections for the Thunderbird Conservation Park outside of Phoenix's service area but within Glendale's service area; and

WHEREAS, Phoenix requested changes to the Agreement prior to Phoenix City Council approval, as shown in the attached Exhibit 1, thereby deeming the previously adopted Agreement null and void; and

WHEREAS, the City of Glendale and the City of Phoenix wish to enter into the revised Agreement to provide water and sewer connections for the park outside of Phoenix's service area but within Glendale's service area.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that an intergovernmental agreement with City of Phoenix for the Thunderbird Park Water Connection be executed.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute and deliver any and all documents necessary to effectuate said Agreement on behalf of the City of Glendale.

(Signatures on the next page)

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 10<sup>th</sup> day of March, 2026.

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Mayor Jerry P. Weiers

ATTEST:

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Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

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Michael D. Bailey, City Attorney

REVIEWED BY:

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Patrick S. Banger, City Manager

# Exhibit 1

Summary of changes to previously approved Intergovernmental Agreement between the City of Phoenix and the City of Glendale for Thunderbird Park Water Connection, Glendale Contract C25-1195 (changes shown in blue):

This Intergovernmental Agreement (“Agreement”) is entered into as of \_\_\_\_\_, 2025~~6~~ (“**Effective Date**”), by and between the **City of Phoenix** (“**Phoenix**”), an Arizona municipal corporation, and the **City of Glendale** (“**Glendale**”), an Arizona municipal corporation. Phoenix and Glendale are sometimes referred to collectively as “**Parties**” and individually as a “**Party**.”

D. On \_\_\_\_\_, 2025~~6~~, the Phoenix City Council approved Ordinance S-xxxxx as required by ARIZ. REV. STAT. § 11-952(F), which authorizes Phoenix’s City Manager to enter into this Agreement. On \_\_\_\_\_, 2025~~6~~, Glendale similarly acted to authorize execution of this Agreement by enacting [Ordinance/Resolution Type/Number].

**2.1. Early Termination.** Either Party may terminate this Agreement without cause upon providing two (2) years prior written notice of such termination to the other Party. This Agreement will terminate two (2) years from the date of the delivery of such notice to the other Party. Unless otherwise terminated for cause as provided set forth in this Agreement (including but not limited to Sections 3.5 and 8), this Agreement will remain in effect for the period of years set forth in Section 2.

**3.1. Restroom Water and Sewer.** Phoenix will provide two water connections for one 1.5-inch and one 2-inch meter at the Points of Delivery (downstreamoutlet side of the meters) at the Park (the “**Park Connections**”). In addition, Phoenix will provide one 6-inch sewer tap at the Point of Discharge at the Park (the “**Park Discharge**”). The Park Connections and Park Discharge are depicted in **Exhibit A**. Glendale acknowledges and agrees that water from the Park Connections must be used only for landscape and domestic purposes (restroom, snack bar, janitorial) and not for fire protection. Glendale shall apply for (including payment of permit fees) and obtain permits from the Phoenix Water Services Department, and Phoenix will supply and install the meters and sewer tap, with Glendale completing the connection at the Points of Delivery and Point of Discharge. Glendale agrees that no additional connections are contemplated under this Agreement, and this Agreement sets forth the entire understanding of the Parties with respect to the Park Connections and Park Discharge. Phoenix’s obligations under this Agreement terminate at the Points of Delivery and at the Point of Discharge.

**3.3. Phoenix Water and Sewer - Outside City Payment Method.**

Glendale agrees to pay Phoenix for water metered at the Park Connections at the rate equivalent to the prevailing water rate charged customers outside the City of Phoenix as stated in Section 37-64 of the Phoenix City Code (as amended from time to time), along with the water environmental rate for ~~residential~~commercial users as stated in Section 37-133(a) of the Phoenix City Code (as amended from time to time). Glendale further agrees to pay Phoenix for the wastewater connection at the Park Discharge at the rate equivalent to the prevailing sewer rate charged public users~~customers~~ outside the City of Phoenix as stated in Section 28-39 of the Phoenix City Code (as amended from time to time), along with the wastewater environmental rate for public users as stated in Section 28-92 of the Phoenix City Code (as amended from time to time). Glendale shall also make payment of an in-lieu fee for the Park Connections and Park Discharge

**7. Water Quantity and Quality Disclaimer.** In connection with any water provided ~~by it~~ to Glendale under this Agreement, Phoenix makes no representations, warranties, or guarantees to Glendale regarding: (1) the flow rates of the water; (2) the pressure of water at the Park Connections; or (3) the quality of water, except that the water will meet applicable state and federal drinking water standards at the Points of