

**FIRST AMENDMENT TO THE
INTERGOVERNMENTAL AGREEMENT
FOR ROADWAY SIGNING AND PAVEMENT MARKING MAINTENANCE**

BETWEEN
THE CITY OF GLENDALE
AND
THE CITY OF PEORIA

THIS FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR ROADWAY SIGNING AND PAVEMENT MARKING MAINTENANCE BETWEEN PEORIA AND GLENDALE (the "First Amendment") is entered into this _____ day of _____, 2025 pursuant to the Arizona Revised Statutes §§ 9-240, 9-276, and 11-951 through 11-954, as amended, between the CITY OF GLENDALE, acting by and through its MAYOR and CITY COUNCIL ("Glendale") and the CITY OF PEORIA, acting by and through its MAYOR and CITY COUNCIL ("Peoria"). Glendale and Peoria may individually be referred to as "Party" or collectively referred to as "Parties".

I. RECITALS

1. Glendale and Peoria are empowered by Arizona Revised Statutes §§ 9-240, 9-276, and 11-952 to enter into this First Amendment and have by Resolution, if required, copies of which are attached and made a part of, resolved to enter into this Agreement and have authorized the undersigned to execute this Agreement on behalf of each respective Party.
2. Glendale and Peoria entered into an Intergovernmental Agreement (the "IGA") on the 28th day of November 2023 (LCON04023), to define signing and pavement marking maintenance responsibilities for boundary roadways between GLENDALE and PEORIA.
3. Roadways included in the IGA are the streets or street segments bordering both GLENDALE and PEORIA with the right-of-way shared between the two cities as illustrated in Exhibit A of the IGA.
4. Both Peoria and Glendale have determined that an amendment is needed in Section II (Scope of Work), subsection 3 of the IGA to define and clarify the roles and responsibilities of each Party relating to the maintenance of Auxiliary Right Turn Lanes, as defined herein, along boundary roadways that were generally covered in the IGA.
5. For the purpose of this First Amendment, Auxiliary Right Turn Lanes are those in advance of driveways and street intersections that are designated to provide physical separation between turning traffic, that is slowing or stopped, and adjacent through traffic at approaches to intersections. They are designed to provide for deceleration prior to a turn, as well as for storage of vehicles that are stopped and waiting for the opportunity to complete a turn.

THEREFORE, in consideration of the mutual terms expressed in this First Amendment, it is agreed as follows:

1. Section II (Scope of Work), Subsection 3(a) of the IGA is hereby amended by incorporating new subsections viii and ix as follows:

- viii. The pavement markings, signing and any associated pavement repair, along Auxiliary Right Turn Lanes, will be the responsibility of the agency that is maintaining the roadway as set forth in Section I, Subsection 3 of the IGA.
 - ix. Maintenance of the pavement along Auxiliary Right Turn Lanes will be limited to the back of the Curb and Gutter as illustrated in the examples set forth in Illustration A-1 attached hereto.
2. Except as otherwise amended herein, all other terms and conditions of the IGA shall remain in full force and effect.
 3. This First Amendment to the IGA shall become effective upon approval of the respective City Councils for Peoria and Glendale.
 4. In accordance with Arizona Revised Statutes § 11-952(D) incorporated in this First Amendment is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this First Amendment and that it is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

CITY OF GLENDALE

CITY OF PEORIA

By _____
KEVIN R. PHELPS
City Manager

By _____
Henry Darwin
City Manager

ATTEST:

ATTEST:

By _____
Julie Bower
City Clerk

By _____
Agnes Goodwine
City Clerk

ATTORNEY APPROVAL FORM FOR THE CITY OF GLENDALE

I have reviewed the above referenced First Amendment to the Intergovernmental Agreement between CITY OF PEORIA, and the CITY OF GLENDALE, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this First Amendment to be in proper form and within the powers and authority granted to the City of Glendale under the laws of the State of Arizona.

No opinion is expressed as to the authority of the City of Peoria to enter into this First Amendment.

DATED this _____ day of _____, 2025.

City Attorney

ATTORNEY APPROVAL FORM FOR THE CITY OF PEORIA

I have reviewed the above referenced First Amendment to the Intergovernmental Agreement between the CITY OF GLENDALE and the CITY OF PEORIA, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this First Amendment to be in proper form and within the powers and authority granted to the City of Peoria under the laws of the State of Arizona.

No opinion is expressed as to the authority of the City of Glendale to enter into this Agreement.

DATED this _____ day of _____, 2025.

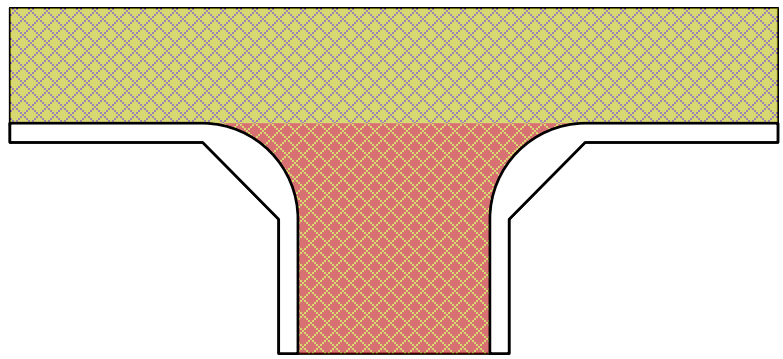
Emily Jurmu, City Attorney

ILLUSTRATION A-1
Example Diagrams of
Auxiliary Right Turn
Lanes

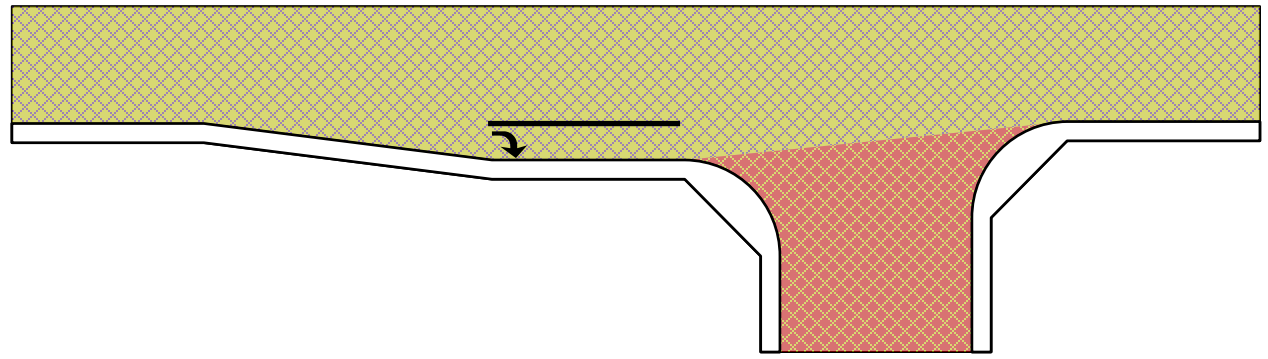
ILLUSTRATION A-1

Limits of Pavement Maintenance Responsibility at Intersections

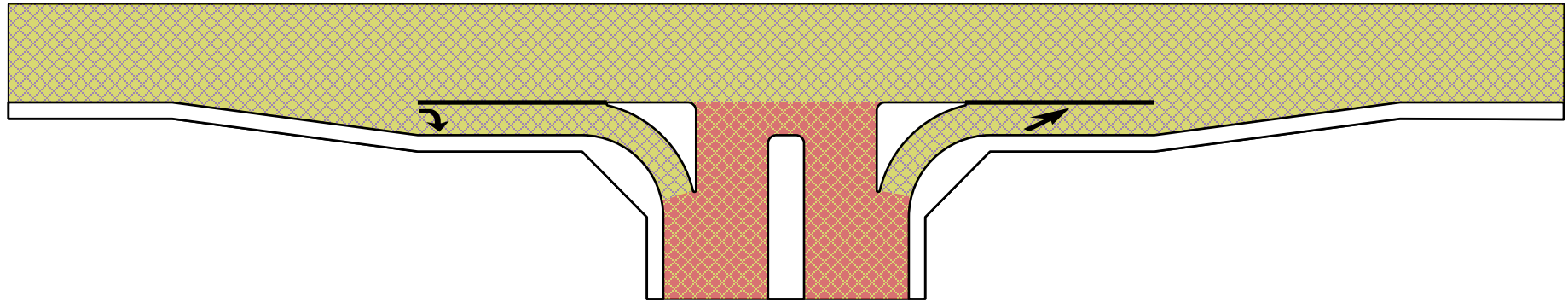
Typical Intersection without Right Turn Lane





Typical Intersection with Right Turn Lane



Typical Intersection with Channelized Right Turn Lanes



-  Controlling Agency Pavement Maintenance Limits
-  Non-controlling Agency Pavement Maintenance Limits