

# **Bond Case Briefs**

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## **PUBLIC UTILITIES - ARIZONA**

### **City of Chandler v. Roosevelt Water Conservation District**

**Supreme Court of Arizona - April 28, 2026 - P.3d - 2026 WL 1141802**

City filed action against state irrigation and water district for breach of contract, breach of the implied covenant of good faith and fair dealing, and declaratory judgment that parties' agreement for district to provide city water remained valid and that district had materially breached the contract.

The Superior Court denied district's motion for summary judgment on limitations grounds and granted city's cross-motion for summary judgment. District appealed. The Court of Appeals reversed and remanded. Review was granted.

The Supreme Court held that limitations statutes for suits against public entities did not abrogate common-law doctrine of no time-bar for state as plaintiff for suits between public entities.

One-year statute of limitations for "all actions against any public entity or public employee" did not abrogate the common-law doctrine of "nullum tempus occurrit regi," or the time does not run against the king, for a lawsuit between two public entities, and thus the doctrine applied to exempt city's contractual and declaratory judgment claims against state irrigation and water district from the one-year limitations period, in action arising from district's alleged breach of contract to sell and deliver water to city; statute's limitations period was based on the defendant in an action without regard to the plaintiff, text of statute did not contain an express provision that superseded the doctrine, and statutory scheme did not suggest that the doctrine was overruled by necessary implication.