

**FIRST AMENDMENT TO INTERGOVERNMENTAL/DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF APACHE JUNCTION AND
PINAL COUNTY COMMUNITY COLLEGE DISTRICT**

THIS AMENDMENT is made and entered into this ____ day of _____, 2026 by and between the CITY OF APACHE JUNCTION, ARIZONA, an Arizona municipal corporation (“City”), and PINAL COUNTY COMMUNITY COLLEGE DISTRICT *dba* CENTRAL ARIZONA COLLEGE, a public education institution of the State of Arizona (“CAC”). City and CAC are sometimes referred to collectively as “Parties” or individually as a “Party.”

RECITALS

A. The Parties entered into the Intergovernmental/Development Agreement (“IGA”) on March 13, 2010.

B. CAC did not complete certain Private Infrastructure Improvements as obligated under the IGA.

C. The Parties desire completion of certain Private Infrastructure Improvements whereby City will complete them with CAC reimbursing City for the work.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises expressed in this Amendment, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree to amend the Agreement as follows:

A. Section 4 entitled “City’s Obligations” is hereby amended by adding the following subsection (d) to the Section:

d. Design and construct a twelve (12) acre-foot stormwater retention basin as shown on Exhibit A-1.”

B. Section 5 entitled “CAC’s Obligations” is hereby amended by adding the following subsection (f) to the Section:

f. Reimburse City for all costs associated with the design and construction of the stormwater retention basin within three (3) years after completion of the stormwater retention basin. The Parties understand that the expected cost of the stormwater retention basin is and will not exceed One Million Eight Hundred Thousand Dollars and No Cents (\$1,800,000.00). All such costs shall be certified by the City Engineer as actual costs due and payable based on Engineer Estimates after construction is completed. CAC will pay City an estimated Six Hundred Thousand Dollars and No Cents (\$600,000.00) upon invoice from City on January 1st of each year from 2027 through and including 2029.”

C. New Exhibit A-1 entitled “Central Arizona College Palm Wash Project” is added.

D. Exhibit D entitled “Public Infrastructure Improvements” is hereby amended by adding the following sentence to end of the Exhibit:

“Stormwater Retention Basin to accommodate twelve (12) acre-feet, as shown on the attachment, no later than December 31, 2026.”

E. Exhibit E entitled “Improvement Construction Timeline” is hereby amended by adding the following sentence to end of the Exhibit:

“Stormwater Retention Basin to accommodate twelve (12) acre-feet. Completion Date: December 31, 2026.”

F. Exhibit F entitled “Private Infrastructure Improvements” is hereby amended by adding the following sentence to end of the Exhibit:

“Design/construction of a twelve (12) acre-foot retention basin, as noted in the attachment, no later than December 31, 2026.”

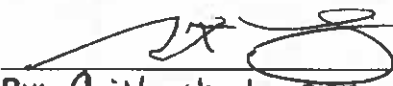
Except as expressly amended herein, all other terms and provisions of the Agreement shall remain in full force and effect until the Agreement expires or is terminated.

[Signatures follow on next page]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be signed by their duly authorized representatives as of the day and year first above written.

CAC:

PINAL COUNTY COMMUNITY COLLEGE
DISTRICT *dba* CENTRAL ARIZONA
COLLEGE, a public education institution of
the State of Arizona


By: Gilbert Lopez
Its: Governing Board President

CITY:


CITY OF APACHE JUNCTION, ARIZONA,
an Arizona municipal corporation

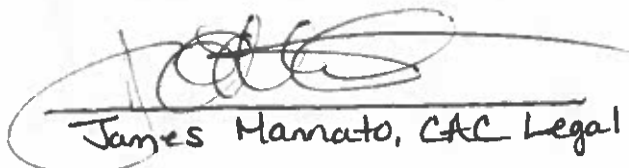
By: Walter "Chip" Wilson
Its: Mayor

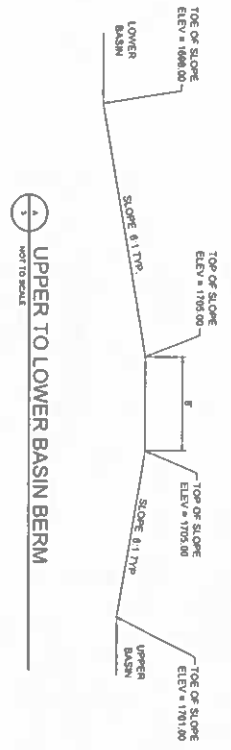
ATTEST:

Evie McKinney
City Clerk

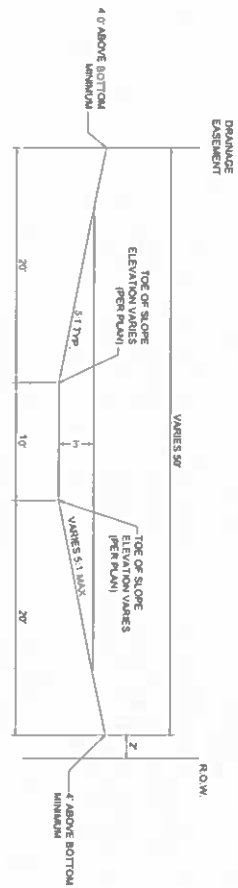
APPROVED AS TO FORM:

 5-28-26
R. Joel Stern
City Attorney

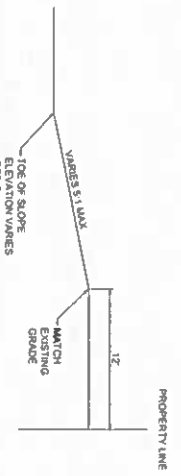

James Mamato, CAC Legal Counsel



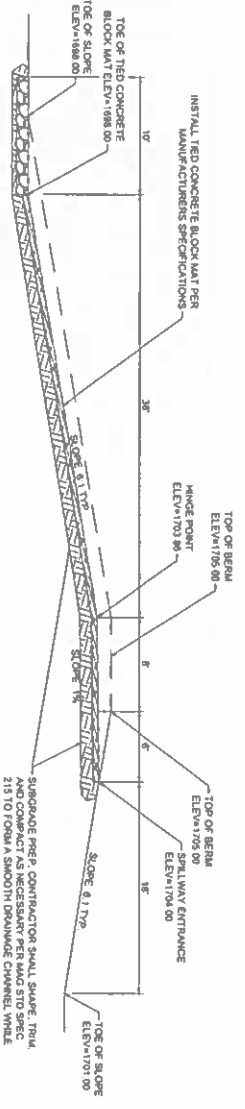
1 UPPER TO LOWER BASIN BERM
NOT TO SCALE



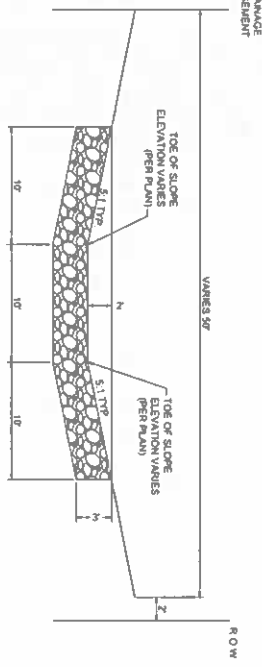
5 TYP. WINCHESTER EARTHEN CHANNEL SECTION
NOT TO SCALE



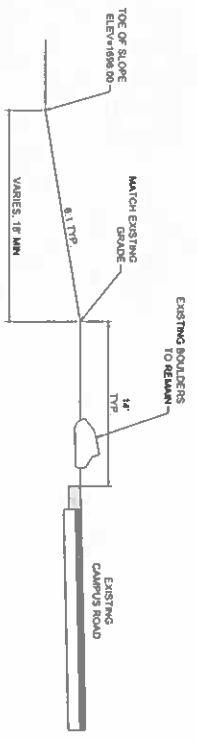
3 TYP. SOUTH PROPERTY LINE SECTION
NOT TO SCALE



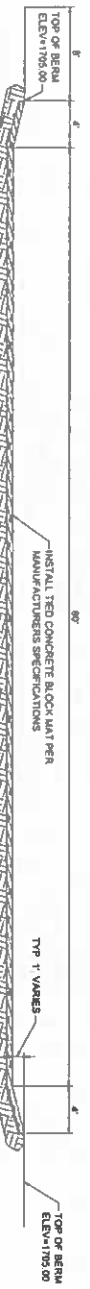
4 UPPER TO LOWER BASIN SPILLWAY PROFILE
NOT TO SCALE



6 GABION CHANNEL STABILIZATION STRUCTURE
NOT TO SCALE

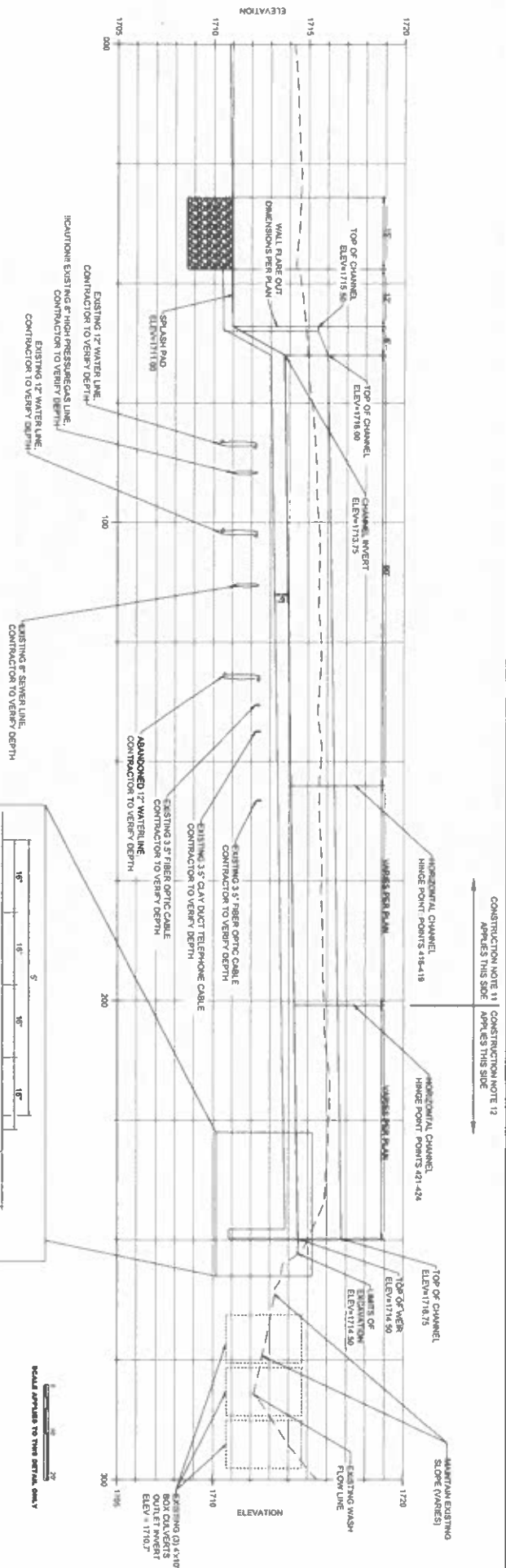


7 TYP. PRIVATE ROAD AND BASIN SECTION
NOT TO SCALE



8 UPPER TO LOWER BASIN SPILLWAY SECTION
NOT TO SCALE

		<p>B&N Engineering, Inc. 1234 N. WASHINGTON ST. SUITE 111 TULSA, ARIZONA 74106 tulsanyn.com</p>
<p>CITY OF APACHE JUNCTION PUBLIC WORKS DEPARTMENT CAC PALM WASH BASINS</p>		
<p>DATE: 3/21/26 PROJECT: 5 OF 14 SHEET: 5 OF 14</p>	<p>DETAIL: 1</p>	<p>SCALE: AS SHOWN</p>

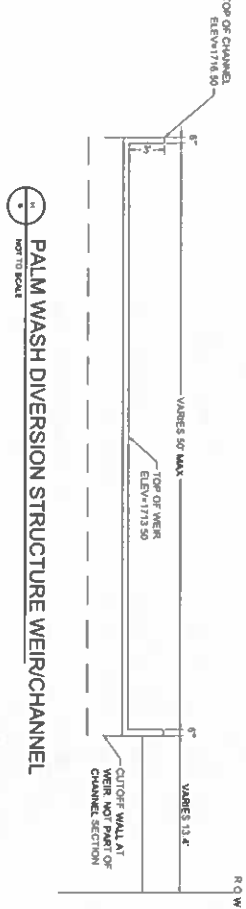
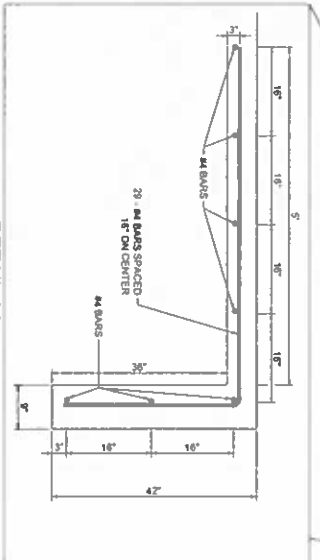


CONSTRUCTION NOTE 11
APPLIES THIS SIDE

CONSTRUCTION NOTE 12
APPLIES THIS SIDE

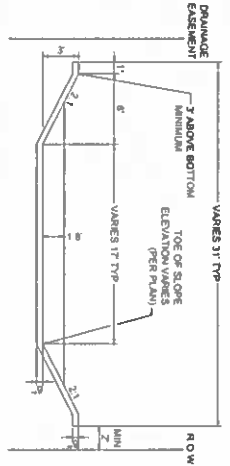
3
1710
PALM WASH DIVERSION STRUCTURE PROFILE



**DETAIL AA
REBAR REINFORCEMENT**



2
1710
PALM WASH DIVERSION STRUCTURE WEIR/CHANNEL

1
1710
TYP. WINCHESTER CONCRETE CHANNEL SECTION



		B&N Engineering, Inc. 1520 N. WILSON AVENUE SUITE 111 TEMPE, ARIZONA 85281	DRAWN BY: [Signature] CHECKED BY: [Signature]
			CITY OF APACHE JUNCTION PUBLIC WORKS DEPARTMENT CAC PALM WASH BASINS
PROJECT NO.: 1717-14 SHEET NO.: 6 OF 14	DATE: 5/21/20	SCALE: AS SHOWN	DRAWN BY: [Signature]