



CITY OF MESA
Great People, Quality Service!

**CITY SHARE
FINANCIAL PARTICIPATION
PROGRAM**

BUILDING SAFETY DIVISION

2007

I. PURPOSE AND INTENT

The purpose and intent of this packet is to establish procedure of documentation for the developer to follow when requesting financial participation pursuant to a City Share Development Agreement and reimbursement

As referenced in this document, the terms "Oversize", "Oversized", and "Oversizing" shall refer to public infrastructure that exceeds minimum standards as established by the City of Mesa. City Share in Oversize public infrastructure shall, in all cases, be subject to applicable statutory limits and the availability of City funds for this purpose.

It is the developer's sole responsibility to provide documentation that clearly and specifically identifies the costs eligible for City Share reimbursement. The costs must be consistently represented in every contract, invoice and payment. The City will not consider costs that cannot be validated due to incomplete documentation.

All submittals for reimbursement must follow the examples provided. Final payment to the Developer will be within sixty days (60) of Mesa's approval and acceptance, receipt of Developer's contract(s), invoices, and lien releases. If no contracts, invoices, lien releases are received within one year of acceptance; the Developer waives all rights to reimbursement.

II. PROCEDURE STATEMENT

In conjunction with the private development of land, certain public infrastructure may be required that entails Oversizing public infrastructure to meet regional as well as local needs. Said Oversizing may be required for the purpose of ensuring that the City of Mesa" minimum standards for health, safety and welfare are maintained. Said minimum standards are established to promote the convenience, comfort, public interest, and general welfare of the citizens of Mesa.

Pursuant to A.R.S. § 34-201, if the estimated City Share for any single development exceeds one hundred twelve thousand dollars (\$112,000.00), the developer shall be required to offer all Oversized public infrastructure through the public bidding process as administered by the City of Mesa.

A. PUBLIC UTILITY MAIN LINES:

The developer is responsible for the installation, construction and/or extension of all public utility mainlines necessary to adequately

serve its development. Minimum public utility mainline design requirements are established in the City of Mesa's Engineering Design Standards and Utility Master Plans.

The developer shall be required to install, construct and/or extend Oversize public utility mainlines where the City determines that such Oversizing is necessary for present and/or future needs of the community. When Oversizing is required, the developer may be eligible to apply for City Share in the cost(s) differential between the minimum public utility mainline design requirements and the required Oversizing.

B. PUBLIC STREET IMPROVEMENTS:

The developer is responsible for the installation, construction and/or extension of all public street improvements adjacent to, adjoining, and within the boundaries of its development. Minimum public street improvement design requirements are established in the City of Mesa's Engineering Design Standards and Mesa's amendments to M.A.G.'s Uniform Standard Details for public works construction.

The developer shall be required to install, construct and/or extend Oversized public street improvements where the City determines that such Oversizing is necessary for present or future needs of the community. When Oversizing is required, the developer may be eligible to apply for City Share in the costs(s) differential between the minimum public street improvement design requirements and the required Oversizing.

Curbs, gutters, sidewalks, or deceleration lanes are not typically eligible for City Share Reimbursement.

C. PUBLIC STREET LIGHTING:

The developer is responsible for the installation, construction and/or extension of public street lighting adjacent to, adjoining and within the boundaries of, its development. Minimum public street lighting design requirements are established in Mesa's Engineering Design Standards.

The developer shall be required to install, construct and/or extend Oversized public street lighting where the City determines that Oversizing is necessary for present and/or future needs of the community. When Oversizing is required, the developer may be eligible to apply for City Share in the cost(s) differential between the minimum public design requirements and the required Oversizing.

D. MISCELLANEOUS PUBLIC INFRASTRUCTURE:

The developer shall be required to install, construct and/or extend miscellaneous Oversized public infrastructure that exceed minimum design requirements where the City of Mesa determines that Oversizing is necessary for present and/or future needs of the community. When Oversizing is required, the developer may be eligible to apply for the City Share in the cost(s) differential between the minimum public design requirements and the required Oversizing.

E. NOTIFICATION AND ELIGIBILITY::

During the City of Mesa's Subdivision Technical Review and Central Plans Review processes, all required Oversizing shall be identified that is eligible for City Share. The developer shall be notified of these requirements via staff's written review comments. The developer must confirm its acceptance or decline by means of a signed/notarized document (see Exhibit A, B or C) provided by the Civil Plans Examiner. The Developer shall return signed/notarized document and include (if accepted) an engineer's itemized estimate of the Oversized public infrastructure costs(s), warranty deed and vicinity (site) map per the review comments.

In order to maintain eligibility for City Share, the developer's signed/notarized acceptance document, sealed engineer's estimate, warranty deed and vicinity (site) map must be included with the second submittal of civil plan review.

F. DEVELOPMENT AGREEMENT::

Any commitment for City Share must be formalized in a Development Agreement as prepared by City Staff. Said Development Agreement shall include identification of all eligible Oversized public infrastructure, method of City Share payment, Mesa's specific obligations, developer's specific obligations and other general information relevant to the City Share process.

Upon receipt of the developer's signed/notarized acceptance document, warranty deed, engineer's estimate, and vicinity (site) map, City staff shall draft a Development Agreement. Said draft shall be reviewed and approved by the City Attorney's office and City Council prior to execution.

In order to maintain eligibility for City Share, said Development Agreement must be fully and formally executed prior to the issuance of Right of Way permits for items that City Share is being requested.

The formal execution of a Development Agreement for City Share shall not be deemed as creating a joint venture, partnership, or any other cooperative or joint arrangement between a developer and the City of Mesa. Until the City of Mesa accepts ownership of any Oversized public infrastructure, the City's sole responsibility shall be to finance the design, installation, construction and/or extension of Oversized public infrastructure pursuant to a Development Agreement.

G. CITY SHARE PAYMENT METHODS:

The City of Mesa has established two methods of providing City Share payments to developers as follows:

Method #1 – For developments where the total estimated City Share does not exceed one hundred twelve thousand dollars (\$112,000.00).

This method intends the developer to receive a single City Share reimbursement payment, as prescribed by M.A.G., for all Oversized public infrastructures. It is intended that the City of Mesa shall make a single City Share reimbursement payment to the developer only after the appropriate documentation has been reviewed and approved.

Method #2 – For developments where the total estimated City Share exceeds one hundred twelve thousand dollars (\$112,000.00) and Oversized Improvements are offered through the public bidding process as administered by the City of Mesa. This method intends the developer to receive monthly City Share progress payments, as prescribed by M.A.G., for Oversize Improvements completed-to-date. It is intended that the City of Mesa shall make any City Share progress payment to the developer only after the appropriate documentation has been reviewed and approved.

H. DOCUMENTATION – CITY SHARE UNDER \$112,000.00:

In cases where the total estimated City Share is less than one hundred twelve thousand dollars (\$112,000.00), the maximum unit costs paid of City Share responsibility for Oversized public infrastructure shall be determined by the City of Mesa and specifically referenced in the Development Agreement. City Share will be based on the developer's unit costs only when they are either equal to or less than the City maximum unit cost rates referenced in the Development Agreement.

All supporting documentation submitted by the developer shall comply with standards established to justify final City Share. It is the developer's responsibility to provide documentation that clearly and specifically identifies the unit costs eligible for single City Share reimbursement. The unit costs must be consistently represented in contract and invoices. The City will not consider unit costs that cannot be validated due to incomplete documentation.

Final payment to the Developer will be within sixty (60) days of Mesa's approval and acceptance and receipt of Developer's contract (s) invoices, and lien releases. If no documents are received within one year of acceptance; the Developer waives all rights to reimbursement.

I. DOCUMENTATION – CITY SHARE OVER \$112,000.00:

If the estimated City Share exceeds one hundred twelve thousand dollars (\$112,000.00), the developer's professional registrant shall produce a set of Oversized public infrastructure plans and specifications in compliance with Mesa, M.A.G. and State standards for public bid documents. Said bid documents shall be reviewed by City staff for compliance with public bid standards as follows:

1. Plans must be prepared by the developer's professional registrant that specifically represents all Oversized public infrastructure design. If the plans include any other design information, all Oversized public infrastructures must be specifically identified in every note and reference. In addition, the cover sheet must include separate and specific Oversized public infrastructure quantities.

2. Specifications must be prepared by the developer's professional registrant that specifically include contract documents, bonding documents, insurance documents, bid schedules, general provisions, special provisions, and specifications that comply with mesa, M.A.G. and State standards for public bidding.

In order to receive City Share progress payments, the developer must comply with Mesa, M.A.G. and State standards for the dispersal of public funds as follows:

1. The developer must utilize the public bid contract documents (that are part of the official public bid package) for execution with the lowest responsible bidder as identified by Mesa through the public bidding process.
2. The developer must make progress payments, for its share of the improvement costs, to the contractor concurrently with Mesa's progress payments.
3. The developer must provide Mesa with proof-of-payment for the previous months developer/Mesa progress payments as part of any subsequent progress payment requests.
4. The developer must include copies of all invoices and proof-of-payment with the formal written request for City Share final payment.

Please be advised final payment to the Developer will be within sixty (60) days of Mesa's approval and acceptance and receipt of Developer's contract (s) invoices, and lien releases. If no documents are received within one year of acceptance; the Developer waives all rights to reimbursement.

The required public bid documents may differ from those utilized by the private development industry. However, the required public bid documents are consistent with State law and cannot be altered, modified or substituted. Any deviation from these documents shall void the developer's eligibility to receive City Share progress payments.

EXHIBIT A

ACCEPTANCE OF CITY SHARE PROGRAM

_____ requests participation in Mesa's City Share Participation Program ("Program") and therefore, are obligated to, agree to follow and acknowledge understanding of, Mesa's established procedures of the Program for construction of required oversized regional improvements for _____ located at _____.

Developer

Date

STATE OF ARIZONA)
)SS
County of Maricopa)

The foregoing instrument was acknowledged before me this _____ day of _____, 2007, by _____, as _____ of _____, on behalf of the corporation.

EXHIBIT B

**ACCEPTANCE OF CITY SHARE PROGRAM
WITH \$112,000.00 LIMIT**

_____ requests participation in the City Share Participation Program ("Program") and therefore, are obligated to, agree to follow and acknowledge understanding of, Mesa's established procedures of the Program for construction of required oversized regional improvements for _____ located at _____ . As the Developer of this project, I also acknowledge the estimated City Share will exceed \$112,000.00 and wish to decline the public bidding process, therefore, City Share shall be limited to a maximum of \$112,000.00.

Developer

Date

STATE OF ARIZONA)
)SS
County of Maricopa)

The foregoing instrument was acknowledged before me this _____ day of _____, 2007, by _____, as _____ of _____, on behalf of the corporation.

EXHIBIT C

DECLINE OF CITY SHARE PROGRAM

_____ acknowledges that they were offered, but do not desire to participate in Mesa's City Share Participation Program, and therefore agrees to waive any and all eligibility or claim to City Share Reimbursement for the oversized regional improvements for _____ located at _____ . The Developer acknowledges that they are still obligated to construct the regional improvements required in the development's approved plans.

Developer

Date

STATE OF ARIZONA)
)SS
County of Maricopa)

The foregoing instrument was acknowledged before me this _____ day of _____, 2007, by _____, as _____ of _____, on behalf of the corporation.

GUIDE FOR CITY SHARE REIMBURSEMENT

1. Upon acceptance by the City of Mesa Engineering Construction Inspector for the project, the Developer is eligible for reimbursement.
2. The Developer must submit a formal letter of request (see Exhibit D Example) for City Share Reimbursement to:

Development Planning Specialist
Building Safety Division
P O Box 1466
Mesa, AZ 85211-1466

3. The Developer must provide a copy of the signed construction contract with the general contractor.
4. The Developer must provide copies of itemized invoices, which include the items identified for City Share reimbursement. Lump Sum Invoices will not be accepted. The invoices must show quantities installed and the unit cost that was paid for each item. (See Exhibit E Example).
5. Supported documentation shall be concisely defined and validate the City Share unit costs.
6. Provide copies of any Change Orders that have been approved by the City of Mesa Development Services Manager. NOTE: Change Orders not approved by City of Mesa Development Services Manager are ineligible for City Share Reimbursement.
7. The Developer must provide copies of Unconditional Final Lien Waiver (see Exhibit F Example) from the general contractor.
8. Upon receipt of the above items, City of Mesa Staff will audit the documents along with the City of Mesa Engineering Inspectors verification of items installed. After completion of the audit, reimbursement will be processed to the Developer.

EXHIBIT D

EXAMPLE ONLY

DEVELOPER'S LETTERHEAD

(date)

Building Safety Division
Attn: Development Planning Specialist
P O Box 1466
Mesa, AZ 85211-1466

Re: (Name of Project & Location)

As per the City Share Development Agreement for the project known as (Name of Project), (Developers Name) hereby request reimbursement for the installation of (type of improvement ie: Increased Street Lighting, Extra-Width Paving, etc). Please find enclosed itemized invoices, Contracts and Unconditional Final Lien Waivers for your review.

If you have any questions or need additional information, please feel free to call me at (phone number).

Thank you

(Signature)

EXHIBIT E

EXAMPLE ONLY

JOE'S STREET LIGHT INC.
43211 E. Ideal St.
Mesa, As 85201
Phone 480-123-4567

Invoice # 12345
(Date)
(Project Name)

Qty	Description of work	Unit Price	
7	150 Watt HPS Luminaire (M-70. 1, L-105 or L-106) with lamp complete and operational	\$330.00 Ea.	\$2310.00
7	32'6" single arm pole complete with fuses, wiring	\$900.00 Ea	\$6300.00
7	Concrete foundation complete and in place	\$400.00 Ea	\$2800.00
7	#3-1/2 pull box complete and in place	\$125.00 Ea	\$875.00
1120 LF	1-inch up to 2" streetlight conduit complete and in place including all trenching & backfilling	\$9.00 LF	\$10080.00
8	Remove existing pole, luminaire and mast arm – deliver luminaire to City of Mesa and dispose of Pole	\$250.00 Ea	\$2000.00
1120 LF	install all streetlight conductors and bond wires complete and in place including all splices and terminations	\$2.75 LF	<u>\$3080.00</u>
	Total Cost		\$27,445.00

NOTE: This is an example only and does not reflect actual prices

EXHIBIT F

EXAMPLE ONLY

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Company Name:
Project Name/Address:

The undersigned has been paid in full for all labor, services, equipment or material furnished to the jobsite or to (**Developer's Name**) on the above referenced project/job location and does hereby waive and release any right to mechanic's lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position.

Date: _____

Construction Company Name

Signature

NOTICE; THIS DOCUMENT WAIVES RIGHTS UNCONDITIONAL AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS.