



**CITY OF MESA**  
*Great People, Quality Service!*

# **UTILITY BUY-IN PROGRAM**

**PRIVATE LINE AGREEMENTS**

**BUILDING SAFETY DIVISION**

**2005**

## **I. PURPOSE AND INTENT**

The purpose and intent of this document is to establish procedures that standardize the City of Mesa's Utility Buy-In Program - Private Line Agreement process.

## **II. PROCEDURE STATEMENT**

In conjunction with the private development of land, certain public infrastructure may be required to meet regional as well as local needs. Said mainline extensions may be required for the purpose of ensuring that the City of Mesa's 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.

### **A. PUBLIC UTILITY MAIN LINES:**

The developer is responsible to cause the design, installation, construction and/or extension 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 design, install, construct and/or extend public utility mainlines where the City determines necessary for present and/or future needs of the community. When a mainline extension is required, the developer may be eligible to apply for a Private Line Agreement. The City will prepare a Private Line Agreement on the Developers behalf so that any person(s) making connection to sewer/water mainline be required to pay a share of the cost of these lines.

### **B. NOTIFICATION AND ELIGIBILITY:**

During the City of Mesa's Subdivision Technical Review and Central Plans Review processes, all required mainline extensions shall be identified that are eligible for a Private Line Agreement. The developer shall be notified of these requirements via staff's written review comments. The developer must confirm eligibility by means of a formal written request to the office of the City of Mesa's Building Safety Development Planning Specialist.

C. AGREEMENT:

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

Upon receipt of proper documentation from Developer and acceptance of water/sewer mainline by the City of Mesa Engineering Construction Inspector, an Agreement shall be prepared.

D. DOCUMENTATION

All supporting documentation submitted by the developer shall comply with standards established to justify an agreement. See Exhibits A, B & C.

1. Unit costs shall be expressed in the following terms:
  - "Linear Feet" for all public utility main lines
  - "Each" for all structures and facilities
  - "Lump Sum" for all permits and unusual installations.
2. All documentation shall be explicitly identified as either contract or invoice for payment.
3. Unit costs must be consistently represented on every contract, invoice and payment.
4. Consolidate supporting data. Documentation shall only come from either the general contractor and/or developer.
5. The information package submitted by the developer shall concisely define and validate the unit costs without requiring lengthy research and audit by City staff.

**It is the developer's responsibility to provide documentation that clearly and specifically identifies the unit costs. The City will not consider unit costs that cannot be validated due to incomplete documentation.**

## EXECUTION OF PRIVATE LINE AGREEMENT

Upon receipt of the developer's written request and proper documentation, the Development Planning Specialist of Building Safety will draft a Private Line Agreement. Said draft shall be reviewed and approved by both parties prior to execution. In order to access, calculate and collect fees, said Agreement must be fully and formally executed by the Developer and the City of Mesa.

The obligations, covenants and agreements contained in the Private Line Agreement shall become effective and shall remain in full force ten years from day of acceptance of water/sewer mainline by City of Mesa Engineering Construction office.

Nothing in this Private Line Agreement shall be deemed as creating a joint venture, partnership, or any other cooperative or joint arrangement between Developer and City.

**EXHIBIT A**

**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)

(Name of Project), (Developers Name) hereby request a Private Line Agreement for the installation of the sewer/water main line. 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 B**

**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 C**

**EXAMPLE**

**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.**