



**CITY SHARE  
FINANCIAL PARTICIPATION PROGRAM**

**DEVELOPMENT AND SUSTAINABILITY DEPARTMENT**

## I. PURPOSE AND INTENT

The purpose and intent of this packet is to establish a 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” refers to public infrastructure that exceeds minimum standards as established by the City of Mesa. City Share in oversize public infrastructure will, 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 ninety days (90) of Mesa’s approval and acceptance of the oversized public infrastructure and receipt of Developer’s contract(s), invoices and final lien releases. If these documents are **NOT** received within one year of acceptance of the public infrastructure, the Developer waives all rights to reimbursement.

## II. PROCEDURE STATEMENT

In conjunction with the private development of land, certain oversized public infrastructure may be required to meet regional as well as local needs. Oversizing may be required for the purpose of ensuring that City of Mesa minimum standards for health, safety and welfare are maintained. 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 may 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.

**Developer obligation:**

**Up to a 16-inch Public Water Main  
Up to a 12-inch Public Wastewater Main**

**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 may 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 cost(s) differential between the minimum public street improvement design requirements and the required oversizing.

**Developer obligation:**

**Street Improvements would include 22.5' of asphalt pavement (measured from the lip of gutter) curb, gutter and sidewalk.  
Deceleration lanes as determined by the City of Mesa.**

**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.

**Developer obligation:**

**Arterial Street Lighting up to \$29.00 per linear foot.**

**D. TRAFFIC SIGNAL ARTERIAL TO ARTERIAL/MAJOR COLLECTOR PUBLIC STREET INTERSECTIONS:**

Arterial-to-Arterial/Major Collector Public Street Intersections

- Estimated cost to design and construct:
  - 4-Leg Intersection = \$350,000
  - 3-Leg (T) Intersection = \$320,000
  - Includes credit for conduit and pull boxes
- Developer is responsible 100% for conduit and pull boxes per standard at time of developer's street improvements.
- Developers on each corner share equally in remaining cost of signal.
  - On four-leg intersection, developer in each quadrant pays \$87,500.
  - On three-leg intersection, each quadrant pays \$80,000
    - If there is one developer across the top of the "T," that developer is responsible for two quadrants and would pay \$160,000.
    - If a driveway serving the development(s) across the top of the "T" is proposed, it will be considered a four-leg intersection.
- A developer may be required to build the signal with City cost participation, or the City may build the signal at a later date using collected in-lieu payments for that location.
- The City Manager or designee may reduce the in-lieu amount under City Code 9-6-7 or 9-8-4 if requested to do so by the developer of a small corner parcel (less than three acres).
- Under current rules, if the signal is built before all quadrants are developed, the City cannot collect a payment from developments that occur after the signal is built. Such developments would only bear the cost of signal modifications related to that development's street improvements.

Signals Directly Serving a Development Driveway or Private Street

- Where the signal will not also serve an existing public street or private driveway from a previous development:
  - Developer is responsible for 100% of signal cost

- Where the signal will also serve an existing street or driveway from a previous development:
  - City may contribute 50% of remaining cost if the City Traffic Engineer, in his sole discretion, determines that current or anticipated traffic from the existing street or driveway would justify a signal.
  - Developer is 100% responsible if, in the sole judgment of the City Traffic Engineer, a signal would not be justified absent the proposed development.

Modifications to Existing Signals

- Where an existing traffic signal needs to be modified, (for example turn phases added, equipment relocated or replaced) due to street widening done with a development project, the developer is responsible for 100% of the cost.
- If the City desires to upgrade a signal in conjunction with a development project, such as installing left turn signals or converting to protected left turns at an intersection, the City may contribute the incremental cost for the upgrade, provided the project is approved for participating in the City Share program. However the developer will be responsible for any such upgrades which, in the sole discretion of the City Traffic Engineer, are necessitated by the development.

**E. 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 City Share reimbursement in the cost differential between the minimum public design requirements and the required oversizing.

**F. NOTIFICATION AND ELIGIBILITY:**

During the City of Mesa's Subdivision Technical Review and Central Plans Review processes, all required oversizing will be identified that is eligible for City Share. The developer will 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). The developer shall return the signed/notarized document and include (if accepted) a sealed engineer's itemized estimate of the oversized public infrastructure cost(s), warranty deed or title report, vicinity (site) map per the review comments and a map identifying the location of the eligible City Share improvements.

**In order to maintain eligibility for City Share reimbursement, the developer's signed/notarized acceptance document, sealed engineer's cost estimate, copy of title or warranty deed, sealed legal description (must satisfy the document recording requirements of the Maricopa County Recorder's Office, refer to <https://recorder.maricopa.gov/formreq.aspx>) and vicinity map must be included with the second submittal of civil plan review.**

**G. DEVELOPMENT AGREEMENT:**

Any commitment for City Share must be formalized in a Development Agreement prepared by City staff. The Development Agreement must include identification of all eligible oversized public infrastructures, 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 will draft a Development Agreement. The Development Agreement must be approved by the City Council and the City Attorney's Office then signed by the Development and Sustainability Department Director and the Developer.

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

The formal execution of a Development Agreement for City Share will 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.

**H. 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 audited 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 oversized 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 audited and approved.

I. 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 City Share reimbursement. The unit costs must be consistently represented in the 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 ninety (90) days of Mesa's approval and acceptance and receipt of developer's contract, invoices, and final lien releases. **If no documents are received within one year of acceptance, the developer waives all rights to reimbursement.**

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

If the estimated amount City Share participation 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. Bid documents are to 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 final lien releases with the formal written request for City Share final payment.

Please be advised final payment to the developer will be within ninety (90) days of Mesa's approval and acceptance and receipt of developer's contract(s), invoices and final 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 \_\_\_\_\_,  
20\_\_, 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 \_\_\_\_\_, 20\_\_, 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 \_\_\_\_\_, 20\_\_, 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  
Development & Sustainability Department  
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 City Engineer. NOTE: Change Orders not approved by City of Mesa City Engineer 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 Inspector's verification of items installed. After completion of the audit, reimbursement will be processed to the Developer.

**EXHIBIT D**

**EXAMPLE ONLY**

**DEVELOPER'S LETTERHEAD**

(date)

Development & Sustainability Department  
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 copies of 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, 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.**