

AGREEMENT REGARDING
DOVER US ROUTE 13 / BAY ROAD CORRIDOR
TRANSPORTATION IMPROVEMENT DISTRICT

BETWEEN

STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION,

CITY OF DOVER

AND

DOVER/KENT COUNTY METROPOLITAN PLANNING ORGANIZATION

PROJECT MANAGER: T. WILLIAM BROCKENBROUGH, JR., DELDOT

THIS AGREEMENT, made and entered into this _____ day of _____ 2014, by and between the State of Delaware, Department of Transportation, as First Party, hereinafter referred to as the **DEPARTMENT**, the City of Dover, as Second Party, hereinafter referred to as the **CITY**, and the Dover/Kent County Metropolitan Planning Organization as Third Party, hereinafter referred to as the Metropolitan Planning Organization or **MPO**.

WITNESSETH:

WHEREAS, the **DEPARTMENT** and the **CITY** seek to establish a Transportation Improvement District, hereinafter referred to as the **TID**, in the US Route 13 / Bay Road Corridor for the purpose of securing required improvements to transportation facilities in that area, and

WHEREAS, the purpose of the **MPO** is to coordinate land use and transportation planning within the area it serves, which includes the geographic boundaries of the **TID**, and

NOW, THEREFORE, for and in consideration of the mutual covenants, hereinafter stipulated to be kept and performed, it is agreed between the parties as follows:

SECTION 1. GEOGRAPHIC BOUNDARIES

- A. The initial boundaries of the **TID**, to be refined in the development of the Land Use and Transportation Plan, are shown on Exhibit A, attached hereto, and are described as follows:

1. Participant Boundary. Beginning in the northwest, where Scarborough Road (Kent Road 294) crosses Fork Branch, the boundary follows Scarborough Road east to Delaware Route 1, Delaware Route 1 south to the old alignment of Lafferty Lane (Kent Road 347), runs east on the old alignment to the present alignment of Lafferty Lane, southwest along the present alignment to the property line of the Kings Cliffe mobile home park, east and south along that property line to the perimeter of Dover Air Force Base, and southwest along that perimeter to Bay Road (Kent Road 7), follows Bay Road south to Delaware Route 10, Delaware Route 10 west to Delaware Route 1, Delaware Route 1 north to Bay Road, Bay Road north to the Puncheon Run Connector (Kent Road 150A), the Puncheon Run Connector west to Puncheon Run, Puncheon Run west to South Governors Avenue (Kent Road 3), South Governors Avenue north to Wyoming Avenue, Wyoming Avenue east to Roosevelt Avenue (intersection with South State Street), Roosevelt Avenue east to the rear property line of the commercial developments fronting on US Route 13, north along the said rear property line to the alley paralleling Lotus Street, east along the said alley to US Route 13, north along US Route 13 to the Saint Jones River, north along the Saint Jones River to Silver Lake, north along Silver Lake to Fork Branch, and north along Fork Branch to the point of beginning.

2. Facilities Boundary. Beginning in the northwest, at the intersection of West Denneys Road (Kent Road 100) and McKee Road (Kent Road 156), the boundary follows West Denneys Road east to US Route 13, US Route 13 north to the intersection with Fork Branch Road (Kent Road 153) and Dyke Branch Road (Kent Road 331), US Route 13 back south to Denneys Road (Kent Road 330), Denneys Road east to the rear property line of Dover Plumbing Supply, Denneys Road back west to US Route 13, US Route 13 south to Scarborough Road (Kent Road 294), Scarborough Road east to Delaware Route 1, Delaware Route 1 south to Leipsic Road (Kent Road 88), Leipsic Road east to Persimmon Tree Lane (Kent Road 337), Leipsic Road north to a point 200 feet north of Marley Lane (Kent Road 88D), Leipsic Road back south to Persimmon Tree Lane, Persimmon Tree Lane east to the east property line of Dover International Speedway (about 300 feet east of Billings Drive), south from that point along the east edge of the City's Potential Annexation Areas (See Map 13-1 in Dover's Comprehensive Plan, amended through March 12, 2012), to a point on White Oak Road (Kent Road 66) about 450 feet east of Long Point Road (Kent Road 341), White Oak Road west to Long Point Road, Long Point Road south to North Little Creek Road (Kent Road 16), North Little Creek Road east to Quaker Lane (Kent Road 340), North Little Creek Road back west to Fox Road (Kent Road 344), Fox Road south to South Little Creek Road (Kent Road 67), South Little Creek Road east to Horsepond Road (Kent Road 348), Horsepond Road south to Dover Air Force Base, Horsepond Road back north to Lafferty Lane (Kent Road 347), Lafferty Lane west to the property line of the Kings Cliffe mobile home park, east and south along

that property line to the perimeter of Dover Air Force Base, and southwest along that perimeter to Bay Road (Kent Road 7), Bay Road south to Delaware Route 10, Delaware Route 10 west to Delaware Route 1, Delaware Route 1 north to Bay Road, Bay Road north to the Puncheon Run Connector (Kent Road 150A), the Puncheon Run Connector west to South State Street (Kent Road 27), South State Street south to Beechwood Avenue (Kent Road 353), South State Street back north to Webbs Lane (Kent Road 192), Webbs Lane west to South Governors Avenue (Kent Road 3), South Governors Avenue south to US Route 13, South Governors Avenue back north to Division Street (Kent Road 16), continuing north on North Governors Avenue (also Kent Road 3) to Walker Road (Kent Road 70), Walker Road west to McKee Road (Kent Road 156), McKee Road north to Scarborough Road, and continuing north on McKee Road to Central Church Road (Kent Road 155), then back south on McKee Road to the point of beginning.

- B. The TID shall have both a Participant (inner) Boundary and a Facilities (outer) Boundary. The purpose of having two boundaries is to better provide for adequate infrastructure on all sides of developments inside the Participant Boundary. All land developments requiring a subdivision or land development plan within the Participant Boundary and all State-maintained capital transportation facilities (roads, bridges, sidewalks, bus stops, etc.) within the Facilities Boundary shall be subject to the terms of this agreement.
- C. The boundaries of the **TID** may be amended at any time by mutual agreement of the parties in the form of a supplement to this **AGREEMENT**.
- D. The **CITY** shall, at a minimum, evaluate the need to amend the boundaries of the **TID** in updating their Comprehensive Plan.

SECTION 2. TARGET HORIZON YEAR

- A. The Target Horizon Year for which land use, or population and employment, is to be forecast in creating the TID is 2035.
- B. The Target Horizon Year may be amended at any time by mutual agreement of the parties in the form of a supplement to this **AGREEMENT**, but shall ordinarily be at least 10 years after the most recent US Census.
- C. The **CITY** shall, at a minimum, evaluate the need to amend the Target Horizon Year of the **TID** in updating their Comprehensive Plan.

SECTION 3. SERVICE STANDARDS

- A. The parties hereby agree on a set of standards (Service Standards) for conditions in the **TID** in the Target Horizon Year, which is incorporated into this **AGREEMENT** as Exhibit B.
- B. The Service Standards include minimum acceptable Levels of Service for the week day evening peak hour.
- C. Prior to incorporating Service Standards into this **AGREEMENT**, the parties solicited public comment on proposed standards at the March 24, 2014, meeting of the City of Dover Safety Advisory and Transportation Committee and considered the comments received.
- D. The Service Standards may be amended at any time by mutual agreement of the parties in the form of a supplement to this **AGREEMENT**, provided that the public is first afforded an opportunity to review and comment on the proposed amendment.
- E. The **CITY** shall, at a minimum, evaluate the need to amend the Service Standards of the **TID** in updating their Comprehensive Plan.

SECTION 4. LAND USE AND TRANSPORTATION PLAN

- A. The parties agree to work together to create a Land Use and Transportation Plan, hereinafter referred to as an **LUTP** for the **TID**.
- B. The **CITY** shall supply to the **DEPARTMENT** a parcel-level land use forecast for the **TID** area, composed of the following components:
 - 1. Existing land use as of April 2014.
 - 2. Development approved and/or recorded but not yet built as of that date, including any "sunset" provisions.
 - 3. Development expected or in the land development process but not approved as of that date.
 - 4. Development not yet proposed but projected by the Target Horizon Year, based on population and employment forecasts, and the current Comprehensive Plan and zoning map.
- C. The **MPO** may assist the **CITY** in preparing the land use forecast.
- D. The **DEPARTMENT** shall inventory the existing transportation network and programmed improvements thereto within the **TID** area, which inventory shall include the following information:

1. Functional Class and Traffic Pattern Group;
 2. Numbers, assignments and widths of lanes at each intersection;
 3. Type of control at each intersection;
 4. Typical section and type of pavement on each road segment;
 5. Roadway geometry deficiencies in sufficient detail to determine whether the agreed upon Service Standards are met;
 6. Roadway capacity and Level of Service conditions (to the extent known) in sufficient detail to determine whether the agreed upon Service Standards are met;
 7. Presence, and frequency of transit service;
 8. Any bicycle and pedestrian facilities not covered under Item 4 above.
- E. The **DEPARTMENT** shall forecast traffic on the study area road network for the Target Horizon Year, shall determine what locations would need improvement to meet the Service Standards, in that year, and shall identify conceptually what improvements are needed in those locations.
- F. The **DEPARTMENT** shall assemble the information identified in Paragraphs C, E and F above as the **LUTP**, which the parties hereto shall, upon review and approval, adopt as an Appendix to this Agreement.
- G. When updating their Comprehensive Plan, the **CITY** shall consider the need to update the **LUTP** and shall initiate that effort if the land use forecast for the **TID** area has changed significantly. The parties hereto shall, upon review and approval, readopt the revised **LUTP** as an Appendix to this Agreement.

SECTION 5. TID CAPITAL TRANSPORTATION PROGRAM (TID-CTP)

- A. For the deficient locations identified in the adopted **LUTP**, the **DEPARTMENT** shall identify a set of projects needed to address those deficiencies and shall develop cost estimates for those projects. The **DEPARTMENT** shall update the cost estimates periodically as needed. Subject to review and approval by the **CITY**, this set of projects shall constitute the **TID** Capital Transportation Program (**TID-CTP**).
- B. The **CITY** and the **MPO** shall annually recommend projects from the **TID-CTP** for inclusion in the **DEPARTMENT**'s 6-year Capital Transportation Program. Inclusion of recommended projects shall be subject to the **DEPARTMENT**'s normal process for development of the 6-year program. Projects included in the **DEPARTMENT**'s 6-year Capital Transportation Program shall be eligible to receive funding from the **CITY** consistent with Paragraph 7D below, in addition to applicable State and Federal funds.

SECTION 6. DEVELOPMENTS EXCLUDED FROM PARTICIPATION

- A. Where the **LUTP** has been agreed upon by the parties and a proposed development is determined by both the **DEPARTMENT** and the **CITY** to be both inconsistent with the land use element of the **LUTP**, and to generate sufficient traffic to warrant a Traffic Impact Study (TIS), the **DEPARTMENT** and the **CITY** shall require a TIS and, as necessary, off-site improvements in accordance with the **DEPARTMENT**'s Standards and Regulations for Subdivision Streets and State Highway Access.
- B. All development projects that are subject to review by the City of Dover Planning Commission in accordance with Dover Code, Appendix A Subdivisions and/or Dover Code, Appendix B Zoning, Article 10, Section 2, and are located within the Participant Boundary are subject to the requirements of this agreement. Currently, these projects are subdivisions, site plans adding 3,000 square feet or greater of building area or 5,000 square feet or greater of impervious cover, and non-residential developments with greater than 1,500 square feet of site disturbance adjacent to residential uses or zones. Development projects that do not require review by the Planning Commission shall be excluded from the requirements of this agreement.

SECTION 7. INFRASTRUCTURE FEE PROGRAM

- A. The **CITY** shall require that any activity requiring a subdivision or land development plan within the Participant Boundary of the TID participate in the improvement of transportation facilities within the Facilities Boundary of the TID in accordance with the current LUTP and this Agreement. The **DEPARTMENT** and the **CITY** shall require that the manner and extent of that participation be documented on the record subdivision or land development plan. The manner of participation shall be through the payment of a fee, right-of-way dedication or the construction of physical improvements identified in the TID-CTP, or some combination thereof. The extent of participation shall be in accordance with Paragraph E below. The **CITY** shall collect any fees prior to issuance of building permits. The schedule for construction of physical improvements shall be specified on the record subdivision or land development plan and shall be subject to approval by both the **DEPARTMENT** and the **CITY**.
- B. Dedication of rights-of-way in lieu of some or all of the fee shall be by agreement between the developer, the **DEPARTMENT** and the **CITY**, with payment of the fee being required if any party is not amenable to the proposed dedication. The value of the rights-of-way to be dedicated shall be determined in accordance with **DEPARTMENT** policies and regulations. The creditable area shall be determined based on highway plans acceptable to the **DEPARTMENT** and shall exclude the standard dedications provided in **DEPARTMENT**'s

Standards and Regulations for Subdivision Streets and State Highway Access, rights-of-way for any proposed streets and any lands needed to accommodate the site entrance.

- C. Construction of physical improvements in lieu of some or all of the fee shall be by agreement between the developer, the **DEPARTMENT** and the **CITY**, with payment of the fee being required if any party is not amenable to the proposed construction. Construction of improvements required by the **DEPARTMENT** or the **CITY** as part of the development's entrance construction or on-site infrastructure, e.g. subdivision streets, shall not be creditable toward the fee. At their discretion, the **DEPARTMENT** or the **CITY** may require improvements beyond the site entrance to correct an unsafe condition that they find would be created or worsened by the proposed development. In that case, the cost of work shall be determined as above and shall be creditable toward the fee.
- D. The **CITY** shall create and administer a separate account or accounts expressly for the purpose of managing the funds needed to pay for design and construction costs of work identified in the **TID-CTP** under the terms of this Agreement. The account shall be funded by Infrastructure Fee payments from developers as called for by this Agreement. If a developer seeks to construct physical improvements in lieu of paying into the Fee, the developer shall be required to obtain a minimum of three bids for the work. The bids shall be subject to review and approval by the **DEPARTMENT**. Credit toward the fee shall be based on the developer's payments to the selected contractor, which payments shall be subject to audit by the **CITY**. To the extent that the **CITY** finds that the developer has paid the contractor more than the fee that the developer would have paid per Exhibit C below, the **CITY** may reimburse the developer, provided that the **CITY** shall maintain a positive balance in its account(s). The **CITY** may also pay the **DEPARTMENT** from the account(s) to construct improvements identified in the **TID-CTP** sooner than the **DEPARTMENT** might otherwise construct them, again provided that the **CITY** shall maintain a positive balance in the account(s).
- E. As detailed in Exhibit C (to be attached), developers shall participate in the improvement of transportation facilities within the Facilities Boundary of the **TID** in accordance with the current **LUTP** as follows:
1. In the Target Horizon Year, the **LUTP** shows that a total number of trips will be generated within the Participant Boundary of the **TID** in an average weekday evening peak hour. The total estimated cost to construct the improvements identified in the **TID-CTP** can also be determined. Development within the Participant Boundary of the **TID** can be grouped into broad land use categories, each with an associated trip generation per square foot or per dwelling unit. Therefore, for each subdivision or land development plan, the **CITY** shall require participation proportional to the number of trips generated in an average weekday evening peak hour. Where there is

a question as to how to characterize a specific development, the **CITY** shall refer to the **LUTP** and may consult the **DEPARTMENT** as necessary.

2. All development projects that are subject to review by the City of Dover Planning Commission in accordance with Dover Code, Appendix A Subdivisions and/or Dover Code, Appendix B Zoning, Article 10, Section 2, and are located within the Participant Boundary are subject to the requirements of this agreement. Currently, these projects are subdivisions, site plans adding 3,000 square feet or greater of building area or 5,000 square feet or greater of impervious cover, and non-residential developments with greater than 1,500 square feet of site disturbance adjacent to residential uses or zones. Development projects that do not require review by the Planning Commission shall be excluded from the requirements of this agreement.
3. Improvements by the **DEPARTMENT**'s Division of Maintenance and Operations are excluded from the TID-CTP and are not eligible for funding through the Infrastructure Fee Program.
4. As an alternative to parts 1 through 3 above, a developer may choose to proceed through the **DEPARTMENT**'s standard development review process and be subject to requirements for Traffic Impact Studies and Traffic Operational Analyses as though they were not in the **TID**. If the developer chooses this Option, the **DEPARTMENT** and the **CITY** shall not require payment of an Infrastructure Fee but may require the developer to make or participate in Off-Site Improvements. In determining the Off-Site Improvements that the developer must make or in which they must participate, the **DEPARTMENT** and the **CITY** shall consider the projects in the **TID-CTP** as possible remedies to address problems identified in any Traffic Impact Study and Traffic Operational Analysis.

F. The **DEPARTMENT** shall provide an updated Exhibit C each time the **LUTP** is amended.

SECTION 8. MONITORING PROGRAM

- A. The **DEPARTMENT** shall monitor traffic volumes with the Facilities Boundary of the **TID** and shall provide the **CITY** with an annual report of their findings and their recommendations as to what improvements in the **TID-CTP** are needed at the time of the report and what improvements in the **TID-CTP** are likely to be needed in the next six years.
- B. The extent of the monitoring effort shall be at the **DEPARTMENT**'s discretion but the **DEPARTMENT** shall accommodate reasonable requests from the **CITY** for the inclusion of specific information.

SECTION 9. SCOPE OF AGREEMENT

This **AGREEMENT** constitutes the sole understanding by and between the **DEPARTMENT**, the **CITY** and the **MPO** and nothing outside of this **AGREEMENT** shall be construed as an alteration, modification and/or revision hereof. This **AGREEMENT** shall not be modified except in writing subscribed by all parties.

SECTION 10. SUCCESSOR AND ASSIGNMENTS

The **DEPARTMENT**, the **CITY** and the **MPO** each binds itself, its successors, legal representatives, agents, employees, officers, and assigns, to each other to this Contract.

SECTION 11. LAWS OF DELAWARE

This **AGREEMENT** and the terms thereof shall be construed in accordance with the laws of the State of Delaware.

SECTION 12. PUBLIC INVOLVEMENT

Absent a specific agreement to the contrary, to the extent that a public meeting, workshop or hearing is needed pertaining either to procedural matters relating to this agreement or to specific improvements to be made in the **TID**, said public meeting, workshop or hearing shall be publicized and hosted by the **CITY** or, at the **CITY**'s request, by the **MPO**. The **DEPARTMENT** shall send appropriate representatives to such events as necessary.

IN WITNESS WHEREOF, the parties hereunto have caused this AGREEMENT to be executed in quadruplicate, the date and year first above written.

FOR THE STATE OF DELAWARE DEPARTMENT OF TRANSPORTATION:

ATTEST:

J. Cohen (SEAL)
Printed Name Jennifer Cohen
Director of Technology and Support Services

Acting

D. A. Boyce
Printed Name Drew A. Boyce
Director of Planning

DATE: 11/19/14

DATE: 11/5/14

FOR THE CITY OF DOVER:

ATTEST:

(SEAL)
Printed Name Scott D. Koenig
City Manager Scott D. Koenig

DATE: 10/14/2014

FOR THE DOVER/KENT COUNTY METROPOLITAN PLANNING ORGANIZATION:

ATTEST:

Richard Vetter (SEAL)
Printed Name Richard Vetter
Executive Director

DATE: 10/30/14

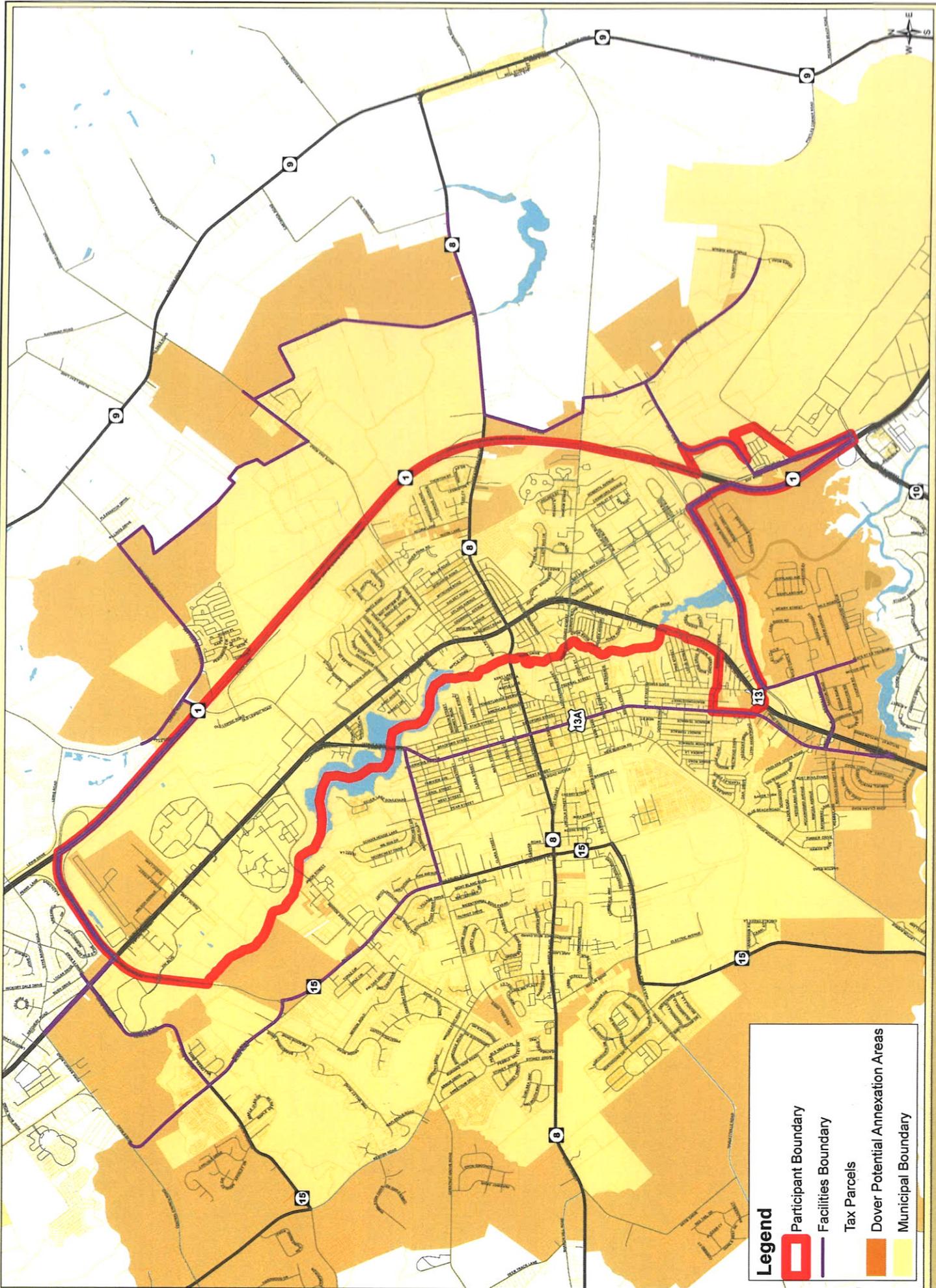
APPROVED AS TO FORM:

F. H. Schranck (SEAL)
Printed Name F. H. Schranck
Deputy Attorney General

DATE: 10/9/14

John W. Pappas Jr (SEAL)
Printed Name _____
Solicitor, City of Dover

DATE: 10/24/14



Legend

-  Participant Boundary
-  Facilities Boundary
-  Tax Parcels
-  Dover Potential Annexation Areas
-  Municipal Boundary

**Dover US 13 / Bay Road Corridor
Transportation Improvement District (TID)**



Exhibit B to accompany Dover US Route 13 / Bay Road Corridor TID Agreement

Service Standards

- I. Capacity and Level of Service Standards
 - A. Use of the same standards for all roads in the study area, use of 2010 Highway Capacity Manual procedures and applicability only to the Automobile Mode are assumed except as otherwise specified in this agreement.
 - B. The following capacity and Level of Service standards apply:
 1. Minimum Overall Level of Service for Weekday Evening Peak Hour at signalized and all-way stop-controlled intersections within the Participant Boundary: F
 2. Minimum Overall Level of Service for Weekday Evening Peak Hour at signalized and all-way stop-controlled intersections outside the Participant Boundary: D
 3. Minimum Overall Level of Service for Weekday Morning Peak Hour at signalized and all-way stop-controlled intersections: D
 4. Minimum Overall Level of Service for Saturday Midday Peak Hour at signalized and all-way stop-controlled intersections within the Participant Boundary: F
 5. Minimum Overall Level of Service for Saturday Midday Peak Hour at signalized and all-way stop-controlled intersections outside the Participant Boundary: D
 6. US Route 13, Bay Road, Scarborough Road intersections: Items 1 through 5 above notwithstanding, the minimum level of service for through traffic on these roads shall be D in any peak hour.
 7. For all facilities, 95th percentile queue lengths should not exceed available turning lane lengths and through movements should not queue through adjacent intersections.
 - C. Except as otherwise specified in this agreement, the above standards for Levels of Service and storage lengths are aspirational; DelDOT and developers shall be required to meet them where possible but it is recognized that in some instances there may be no desirable means of mitigation. For example, where acquiring additional right-of-way is prohibited by this agreement, it may not be possible to provide

adequate queue storage. DelDOT shall advise the City of such situations as they are encountered. Both parties agree to work together to determine the best resolution.

- D. In the following specific locations, DelDOT and the City agree that improvements, other than bicycle and pedestrian improvements, outside the existing right-of-way will not be required, regardless of Levels of Service and queue lengths:
1. Governors Avenue
 2. State Street west of Lepore Road
 3. Division Street west of Kings Highway
 4. Loockerman Street west of US Route 13
 5. Martin Luther King, Jr. Boulevard
 6. Legislative Avenue
 7. Federal Street
- E. Inside the Participant Boundary, facilities to be analyzed for capacity and Level of Service shall include all at-grade intersections of one or more State-maintained roads with:
1. Other State-maintained roads;
 2. City-maintained streets served by traffic signals;
 3. Commercial or institutional driveways served by traffic signals.
- F. Outside the Participant boundary, facilities to be analyzed for capacity and Level of Service shall be limited to intersections served by traffic signals.
- II. Geometric Standards
Use of posted speed limits, the DelDOT Functional Classification Map and applicable DelDOT design standards are assumed. DelDOT's Complete Streets Policy applies.
- III. Fixed Route Transit Standards
Existing DART First State bus service is assumed to continue. Addition of new stops and the amenities required at each stop shall be at the discretion of the Delaware Transit Corporation.
- IV. Aesthetic Standards
The following standards apply:
1. Generally, plain bituminous pavement with Portland cement concrete curbs and sidewalks, galvanized steel signal poles and streetlight heads, grass or concrete medians and grass or bituminous-paved shoulders are assumed.
 2. Where traffic signals are to be installed or modified, span wires shall be replaced with mast arms.

3. To the extent that improvements are found to be needed in a City of Dover Historic District Zone, different standards shall be agreed on.

V. Drainage

Where new road construction is proposed to address otherwise substandard conditions, adequate drainage shall be provided as part of that construction. In the following locations, inadequate drainage is known to exist and shall be addressed as part of this effort:

1. US Route 13 between White Oak Road and Center Drive.