

AGREEMENT REGARDING
MILTON TRANSPORTATION IMPROVEMENT DISTRICT
BETWEEN
DELAWARE DEPARTMENT OF TRANSPORTATION
AND
TOWN OF MILTON

PROJECT MANAGER: SARAH COAKLEY, AICP, PRINCIPAL PLANNER, DELDOT

THIS AGREEMENT, made and entered into this 2nd day of May 2022, by and between the Delaware Department of Transportation, as First Party, hereinafter referred to as the **DEPARTMENT**, and Town of Milton, as Second Party, hereinafter referred to as the **TOWN**.

WITNESSETH:

WHEREAS, the **DEPARTMENT** and the **TOWN** seek to establish a Transportation Improvement District, hereinafter referred to as the **TID**, in the Milton area, for the purpose of securing required improvements to transportation facilities in the **TID**,

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** are shown on Exhibit A, attached hereto, and are described as follows:
1. Participant Boundary. Beginning in the northwest, where the eastern right-of-way line of Isaacs Rd. intersects the southern parcel line of parcel 235-6.00-28.00, the boundary runs east along the southern parcel lines of parcels 235-6.00-28.00, 235-7.00-7.00, and 235-7.00-8.00; then runs northeast along the eastern parcel line of parcel 235-7.00-8.00; then follows along the southern right-of-way line of Reynolds Pond Rd. east to the western right-of-way line of Union St. Ext.; then follows the western right-of-way line of Union St. Ext. south; then runs east, south, and east along the southern parcel line of parcel 235-7.00-154.00; then runs south along the western parcel line of parcel 235-7.00-160.00 to Williams Farm Rd.; then follows the northern right-of-way line of Williams Farm Rd. east to Reynolds Rd.; then follows the eastern right-of-way line of Reynolds Rd. south to Beach Hwy.; then runs south along the eastern parcel lines of parcels 235-15.00-26.00 and 235-

15.00-29.01; then follows the northern right-of-way line of Round Pole Bridge Rd. west and south to Cave Neck Rd.; then follows the southern right-of-way line of Cave Neck Rd. east to the western parcel line of parcel 235-21.00-179.02; then runs south and east along the western and southern parcel lines of parcel 235-21.00-179.02; then runs south and east along the western and southern parcel lines of parcel 235-21.00-181.00; then runs south and west along the western and northern parcel lines of parcel 235-21.00-180.00; then follows the western right-of-way line of Diamond Farm Rd. south to Carpenter Rd., then follows the northern right-of-way lines of Carpenter Rd. and Harbeson Rd. northwest to the eastern boundary of the Heritage Creek subdivision; then runs south along the western parcel lines of parcels 235-20.00-65.00 and 235-25.00-46.00; then runs west along the southern parcel line of parcel 235-25.00-39.00 to Shingle Point Rd.; then follows the western right-of-way line of Shingle Point Rd. north to the southern parcel line of parcel 235-25.00-30.04; then runs west along the southern parcel line of parcel 235-25.00-30.04; then runs south and west along the eastern and southern parcel lines of parcel 235-25.00-30.11; then runs southwest along the northern parcel line of parcel 235-25.00-27.00; then continues southwest along the northern parcel line of parcel 235-25.00-18.00; then runs northwest along the northern parcel line of parcel 235-25.00-17.00; then runs north along the western parcel line of parcel 235-25.00-11.00; then runs west and north along the southern and western parcel lines of parcel 235-25.00-11.00; then follows the eastern right-of-way line of Gravel Hill Rd. north to the northern parcel line of parcel 235-20.00-14.00; then runs west and north along the southern and western parcel lines of parcel 235-19.00-23.01; then continues north along the western parcel lines of parcels 235-19.00-23.00, 235-19.00-22.00, and 235-13.00-29.00; then follows the southern right-of-way line of Beach Hwy. east; then follows the eastern right-of-way line of Isaacs Rd. north to the place of beginning.

2. Facilities Boundary. The following state-maintained road segments are included in the facilities boundary: Cedar Creek Rd. from Sowbridge Branch to Union St. Ext.; Reynolds Pond Rd. from Cedar Creek Rd. to Union St. Ext.; Union St. Ext. from Reynolds Pond Rd. to Beach Hwy.; Walls Rd. from Cedar Creek Rd. to Union St. Ext.; Mulberry St. Ext. from Beach Hwy. to Cedar Creek Rd.; Morris Avenue Ext. from Beach Hwy. to Union St. Ext.; Williams Farm Rd. from Union St. Ext. to Reynolds Rd.; Reynolds Rd. from Zion Church Rd. to Beach Hwy.; Isaacs Rd. from the first driveway north of Ingram Branch to Beach Hwy.; Beach Hwy. from Reynolds Rd. to the western parcel line of parcel 235-13.00-29.00; Country Rd. from Beach Hwy. to Atlantic Avenue; Atlantic Avenue from Country Rd. to Union St.; Union St. from Beach Hwy. to Front St.; Front St. from Federal St. to Cave Neck Rd.; Mulberry St. from Beach Hwy. to Federal St.; Lavinia St. from Mulberry St. to Sand Hill Rd.; Federal St. from its northern terminus to the Delaware Coast Line Railroad Company rail line; Chestnut St. from Front St. to New St.; Atlantic St. from Federal St. to Round Pole Branch; Cave Neck Rd. from Round Pole Branch to the western parcel line of parcel 235-21.00-179.02; Sand Hill Rd. from Harbeson Rd. to Gravel Hill Rd.; Gravel Hill Rd. from Beach Hwy. to Neptune Rd.; Harbeson

Rd. from the Delaware Coast Line Railroad Company rail line to Diamond Farm Rd.; Shingle Point Rd. from New St. to the southern parcel line of parcel 235-25.00-39.00; Sam Lucas Rd. from Cave Neck Rd. to Harbeson Rd.; Round Pole Bridge Rd. from the eastern parcel line of parcel 235-15.00-29.01 to Cave Neck Rd.; Diamond Farm Rd. from Cave Neck Rd. to Harbeson Rd.; and Carpenter Rd. from Harbeson Rd. to Diamond Farm Rd.

- 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 parcels of land 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. When updating their Comprehensive Plan, the **TOWN** shall evaluate the need to amend the boundaries of the **TID**.

SECTION 2. TARGET HORIZON YEAR

- A. The Target Horizon Year for which land use is to be forecast in creating the **TID** is 2045.
- 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**.
- C. When updating their Comprehensive Plan, the **TOWN** shall evaluate the need to amend the Target Horizon Year of the **TID**.

SECTION 3. SERVICE STANDARDS

- A. The parties hereby agree to work together to develop a set of standards (Service Standards) for conditions in the **TID** in the Target Horizon Year, which the parties hereto shall, upon review and approval, adopt as an Appendix to this Agreement.
- B. Prior to incorporating Service Standards into this **AGREEMENT**, the parties agree to solicit public comment on proposed standards and consider the comments received.
- C. 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.
- D. When updating their Comprehensive Plan, the **TOWN** shall evaluate the need to amend the Service Standards of the **TID**.

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 **TOWN** 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 2022.
 - 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 **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);
 - 7. Presence, and frequency of transit service;
 - 8. Any bicycle and pedestrian facilities not covered under Item 4 above.
- D. 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.
- E. The **DEPARTMENT** shall assemble the information identified in Paragraphs B, C, and D above as the **LUTP**, which the parties hereto shall, upon review and approval, adopt as an Appendix to this Agreement.
- F. When updating their Comprehensive Plan, the **TOWN** 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.

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

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 **TOWN**, this set of projects shall constitute the **TID Capital Transportation Program (TID-CTP)**.

SECTION 6. DEVELOPMENTS EXCLUDED FROM PARTICIPATION

- A. The parties agree to work together to identify any exemptions from **TID** participation requirements for parcels located within the **TID**, which exemptions shall be added as a supplement to this **AGREEMENT**.

SECTION 7. INFRASTRUCTURE FEE PROGRAM

- A. The parties agree to work together to develop an Infrastructure Fee Program, which shall be added as a supplement to this **AGREEMENT**.

SECTION 8. MONITORING PROGRAM

- A. The parties agree to work together to develop a Monitoring Program, which shall be added as a supplement to this **AGREEMENT**.

SECTION 9. PUBLIC INVOLVEMENT

Absent a specific agreement to the contrary, to the extent that a public meeting, workshop or hearing is needed pertaining to procedural matters relating to this **AGREEMENT**, said public meeting, workshop or hearing shall be publicized and hosted by the **TOWN**. The **DEPARTMENT** shall send appropriate representatives to such events as necessary. For specific improvements to be made in the **TID**, the **DEPARTMENT**'s Public Involvement Process shall govern.

SECTION 10. SCOPE OF AGREEMENT

This **AGREEMENT** constitutes the sole understanding by and between the **DEPARTMENT** and the **TOWN** 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 11. SUCCESSOR AND ASSIGNMENTS

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

SECTION 12. LAWS OF DELAWARE

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

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

FOR THE DELAWARE DEPARTMENT OF TRANSPORTATION:



Nicole Majeski, Cabinet Secretary

DATE: 5/25/22

ATTEST:



Charlanne Thornton, Director, Finance

DATE: 05/31/2022

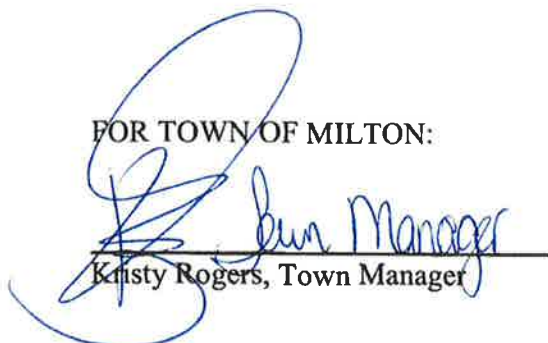
APPROVED AS TO FORM:



George Lees, Deputy Attorney General

DATE: 5-17-2022

FOR TOWN OF MILTON:

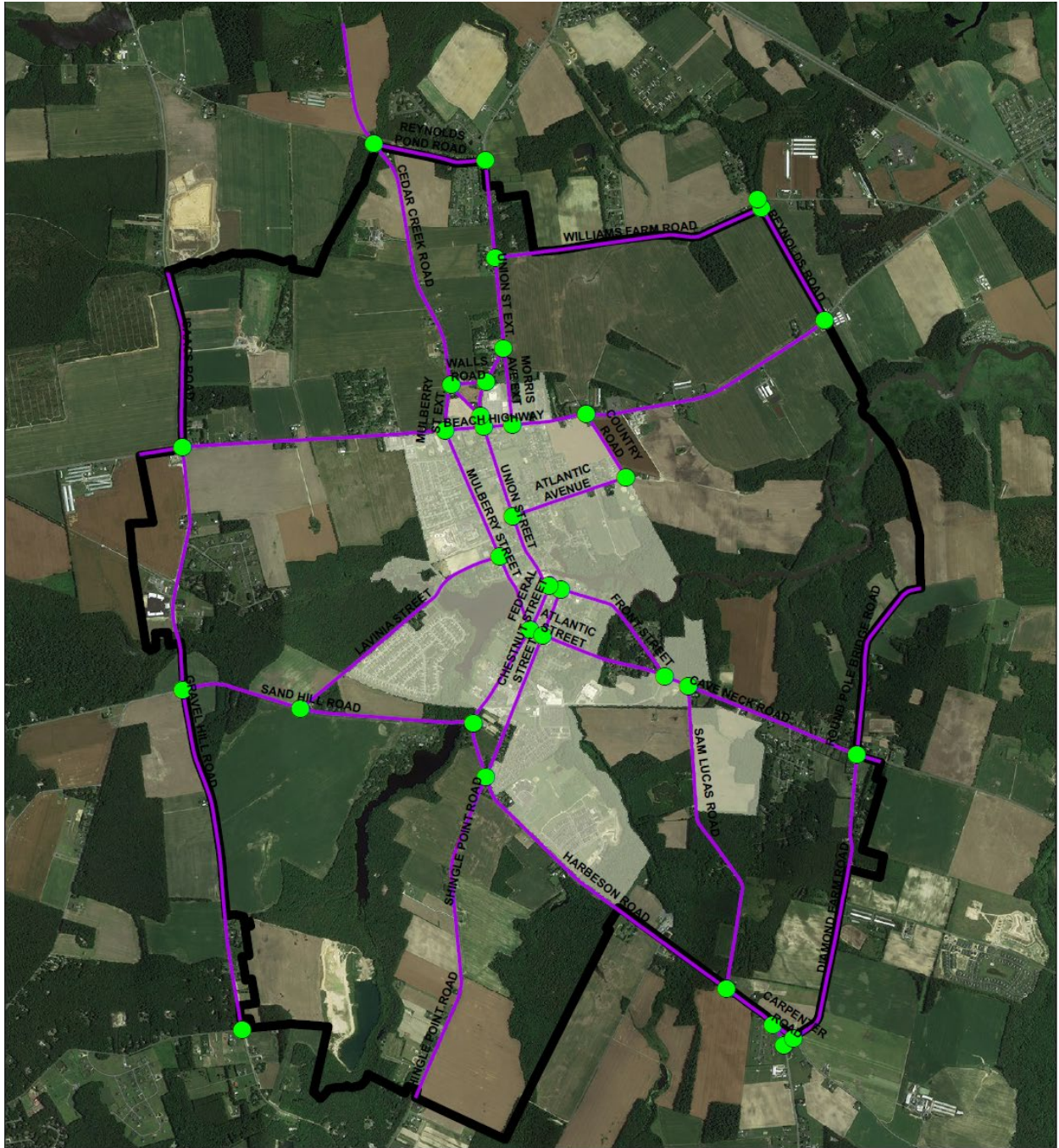


Kristy Rogers, Town Manager

DATE: approved by Town Council
May 2, 2022

Exhibit A to accompany Milton TID Agreement

TID Boundary Map



Legend

- Milton TID intersections
- Milton TID segments
- Milton TID Participant Boundary
- Municipalities