

**AGREEMENT REGARDING
NEWARK TRANSPORTATION IMPROVEMENT DISTRICT**

BETWEEN

**STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION**

AND

CITY OF NEWARK

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

THIS AGREEMENT, made and entered into this 18th day of April 2023, by and between the State of Delaware, Department of Transportation, as First Party, hereinafter referred to as the **DEPARTMENT**, and the City of Newark, as Second Party, hereinafter referred to as the **CITY**.

WITNESSETH:

WHEREAS, the **DEPARTMENT** and the **CITY** established the Newark Transportation Improvement District, hereinafter referred to as the **TID**, for the purpose of securing required improvements to transportation facilities in that area; and

WHEREAS, the existence of the TID gives Newark transportation project proposals priority in DelDOT ranking and funding; and

WHEREAS, the existence of this agreement and funds available in the TID accounts shall not be used to diminish or offset the ability of the **CITY** to receive funds appropriated by the State legislature for the use of incorporated places; and

WHEREAS, the **DEPARTMENT** and the **CITY** entered into an initial agreement establishing the TID effective on March 9, 2020 (the **Prior Agreement**); and

WHEREAS, the **DEPARTMENT** and the **CITY** agreed to develop and adopt service standards, a Land Use and Transportation plan (LUTP), a TID Capital Transportation Program, an Infrastructure Fee Program, and a Monitoring Program as elements of the TID agreement; and

WHEREAS, the **DEPARTMENT** and the **CITY** hereby acknowledge and agree that this **Agreement** supersedes and replaces in its entirety the **Prior Agreement**. Upon the execution of this **Agreement** by all parties, the **Prior Agreement** shall no longer have any force or effect.

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 boundaries of the **TID** are shown on Exhibit A, attached hereto, and are described as follows:

1. Participant Boundary. Beginning in the northwest, where Nottingham Road crosses the Christina River, the boundary follows the Christina River north until the point where it is closest to Delrem Drive, crosses Delrem Drive and follows the parcel line between lots 32 and 33 in Fairfield, continues east along the northern parcel line of the Newark Country Club, then east along the parcel line between the AMC and Smith Subdivisions, crosses New London Rd, runs east and north along the northern parcel line of University of Delaware to the Pomeroy Trail Connector, runs east along the Pomeroy Trail Connector to North College Avenue, follows North College Avenue south to an intermittent stream, follows the intermittent stream east to White Clay Creek, follows White Clay Creek south, east, north, and east to the City of Newark Municipal Boundary, runs along the City of Newark Municipal Boundary south, west, south, west, south to the rail line, runs along the rail line west and south to the City of Newark Municipal Boundary closest to East Chestnut Hill Rd, then follows the Municipal Boundary west to the Christina River, runs west and north along the Christina River to the Amtrak/CSX/Norfolk Southern rail line, then follows the southern and western boundaries of Planning Section E in the Land Development Chapter of the City's Comprehensive Plan V, then follows the northern boundary of this Planning Section E to the Christina River, then runs north along the Christina River to the point of beginning.
2. Facilities Boundary. Beginning in the northwest, at the intersection of Casho Mill Road and Nottingham Road, the boundary follows Nottingham Road west to the Maryland/Delaware state line, Nottingham Road back east to Hillside Road, Hillside Road north to New London Road, New London Road northwest to the Maryland/Delaware state line, New London Road back southeast to W. Cleveland Avenue, W. Cleveland Avenue east to North College Avenue, North College Avenue north to Bogy Run, North College Avenue back south to W. Cleveland Avenue, E. Cleveland Avenue east to Paper Mill Road, Paper Mill Road north to Possum Park Road, Paper Mill Road back south to Old Paper Mill Road, Old Paper Mill Road east to Creek Bend Drive, Old Paper Mill Road back west to Paper Mill Road, Paper Mill Road back south to E. Cleveland Avenue, E. Cleveland Avenue east to Capitol Trail, Capitol Trail northeast to Possum Park Road, Capitol Trail back southwest to E. Main St., Ogletown Road east to City of Newark Municipal Boundary, Ogletown Road back west to Marrows Road, Marrows Road south to E. Chestnut Hill Road, E.

Chestnut Hill Road west to South College Avenue, South College Avenue south to Newark Municipal Boundary, South College Avenue back north to E. Chestnut Hill Road, and Christina Parkway west to Elkton Road, Elkton Road southwest to the Maryland/Delaware state line, Elkton Road back northeast to Casho Mill Road, Casho Mill Road north to Barksdale Road, Barksdale Road west to the Maryland/Delaware state line, Valley Road from the Maryland/Delaware state line north to Church Road, Valley Road back south to the Maryland/Delaware state line, Barksdale Road back east to Casho Mill Road, then Casho Mill Road north 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 or requiring entrance plan approval by DelDOT 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. Additionally, the following City-maintained roadways shall be subject to the terms of this agreement:
1. Hillside Road from Apple Road to W. Main St.
 2. West Park Place from Elkton Road to S. College Avenue
 3. East Park Place from S. College Avenue to S. Chapel St.
- 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 **CITY** 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, or population and employment, was 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**, but shall ordinarily be at least 10 years after the most recent US Census.
- C. When updating their Comprehensive Plan, the **CITY** shall evaluate the need to amend the Target Horizon Year of the **TID**.

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. Prior to incorporating Service Standards into this **AGREEMENT**, the parties solicited public comment on proposed standards at a public workshop on October 14, 2020 and considered 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 **CITY** shall evaluate the need to amend the Service Standards of the **TID**.

SECTION 4. LAND USE AND TRANSPORTATION PLAN

- A. The parties agree to adopt as Exhibit C to this agreement the Land Use and Transportation Plan, hereinafter referred to as an **LUTP** for the **TID**.
- B. 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.
- C. For updates to the **LUTP**, 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 at the time of the update.
 - 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.
- D. For updates to the **LUTP**, 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. For updates to the **LUTP**, 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 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 **CITY**, this set of projects shall constitute the **TID** Capital Transportation Program (**TID-CTP**).
- B. The **CITY** 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, additional off-site improvement contributions, beyond payment of the usual **TID** fee as a contribution to

the TID-CTP projects, in accordance with the **DEPARTMENT**'s Development Coordination Manual.

- B. Developments outside of the City of Newark shall be excluded from the requirements of this agreement.
- C. The UD STAR Campus, containing tax parcels 18-0.36.00-002, 18-0.36.00-004, 18-0.36.00-005, 18-0.36.00-006, 18-0.39.00-002, 18-0.39.00-006, 18-0.39.00-007, and 18-0.39.00-008, is exempt from Newark TID participation for all uses and/or buildings that generate up to and including 15,656 daily trips, as determined by the **DEPARTMENT**. Newark TID participation is required only for the STAR Campus uses and/or buildings that put the daily trip generation above 15,656, as determined by the **DEPARTMENT**.
- D. Development applications submitted to either the **DEPARTMENT** or the **CITY** prior to City Council approval of this agreement 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, including sketch plans and/or building permit applications that require Lines and Grades Plans, 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 and in a recorded infrastructure recoupment agreement with the developer. 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 recorded subdivision or land development plan and in the recorded infrastructure recoupment agreement with the developer 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

Development Coordination Manual, rights-of-way for any proposed subdivision streets and any lands needed to accommodate the site entrance.

- C. Design and/or 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. If a developer seeks to design and/or 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. Design and Construction of improvements required by the **DEPARTMENT** and the **CITY** as part of the development's entrance construction or on-site infrastructure, e.g. subdivision streets, and curb ramps, turn lanes, acceleration lanes at development entrance, shall not be creditable toward the fee. At their discretion, the **DEPARTMENT** and 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. Such improvements may include, but are not limited to, the addition or widening of shoulders, and/or the construction of a shared-use path or sidewalk along the development's frontage. In that case, the cost of that work shall be determined by the **DEPARTMENT**, using the Shared-Use Path and Sidewalk Fee Calculation Form for those items and current comparable contract bid prices as a guide for other items, 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 design and/or 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 paragraph E 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 design and build 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). The **CITY** shall, at the **DEPARTMENT**'s request, transfer funding from the **TID** account to the **DEPARTMENT** for the design and/or construction of the improvements identified in the **TID-CTP**.

- E. As detailed in Exhibit E, 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. The **DEPARTMENT** and the **CITY** will establish per unit costs for residential development and per square foot costs for non-residential development. Therefore, for each subdivision or site plan, the **CITY** shall require participation consistent with the established rates in Exhibit E, which amounts shall be adjusted annually as set forth in paragraph F below. 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. 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.
- F. While transportation improvement projects await construction funding, the costs of constructing the project will escalate at the rate of inflation for highway construction projects. The amounts paid by developers, therefore, shall be subject to an annual increase, beginning on January 31, 2024 and increasing by the established amount on January 31 of each year thereafter. The actual amount of the increase shall be set by DelDOT in January of each year, based upon the average of the annual changes in the Consumer Price Index (CPI) for Delaware Region during the previous five years. Escalation shall only apply to contributions unpaid on January 31 of each year.

SECTION 8. TRANSITIONAL RULES FOR DEVELOPMENTS PRIOR TO EXECUTION OF THIS AGREEMENT

- A. The property owner and/or developer of any subdivision or site plan, submitted to the **DEPARTMENT** and/or the **CITY** before the effective date of this **AGREEMENT**, may request participation in the **TID** for that subdivision or land development plan, in lieu of completing a Traffic Impact Study and/or making off-site contributions.
- B. Should existing Record Plan transportation improvement requirements conflict with the requested participation in the **TID**, the **DEPARTMENT**, the **CITY**, and the Property Owner shall work together to expedite the modification(s) to the Record Plan notes. The revision

will be a ministerial review, incorporating the **TID** participation into the Record Plan notes. The **DEPARTMENT** and the **CITY** review fees for this reconciliation will be considered satisfied from the initial Record Plan Review fees. For any other changes requiring a revised subdivision plan and review, the associated fees will be the responsibility of the legal owner.

SECTION 9. MONITORING PROGRAM

- A. The **DEPARTMENT** shall monitor traffic volumes within 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. A comprehensive review of the **LUTP** and update of it to be consistent with the **CITY**'s Comprehensive Plan shall be completed by both parties in 2027 and every five years after that.
- C. The extent of the monitoring effort shall be at the **DEPARTMENT**'s discretion but the **DEPARTMENT** will accommodate reasonable requests from the **CITY** for the inclusion of specific information.
- D. Review and update of the **DEPARTMENT**'s Synchro TIA modeling shall be completed upon any of the thresholds in Exhibit F being met.

SECTION 10. 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 **CITY**. Materials for said public meeting, workshop or hearing shall be provided by the **CITY** and/or the **DEPARTMENT**, with the other party having an opportunity to review and comment on them. 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 11. SCOPE OF AGREEMENT

This **AGREEMENT** constitutes the sole understanding by and between the **DEPARTMENT** and the **CITY** 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 12. SUCCESSOR AND ASSIGNMENTS

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

SECTION 13. 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, the date and year first above written.

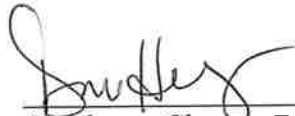
FOR THE STATE OF DELAWARE DEPARTMENT OF TRANSPORTATION:



Nicole Majeski, Cabinet Secretary

DATE: 4/17/23

ATTEST:



for Charlanne Clymer, Director, Finance

DATE: April 18, 2023

APPROVED AS TO FORM:



George T. Lees III, Deputy Attorney General

DATE: April 11, 2023

FOR THE CITY OF NEWARK:

ATTEST:


_____ (SEAL)

A. Stuart Markham, Jr.
Mayor

DATE: 3/31/23

APPROVED AS TO FORM:


_____ (SEAL)

Paul E. Bilodeau, Esq.
Solicitor, City of Newark

DATE: 3/31/23

Exhibit A to accompany Newark TID Agreement

TID Boundary Map

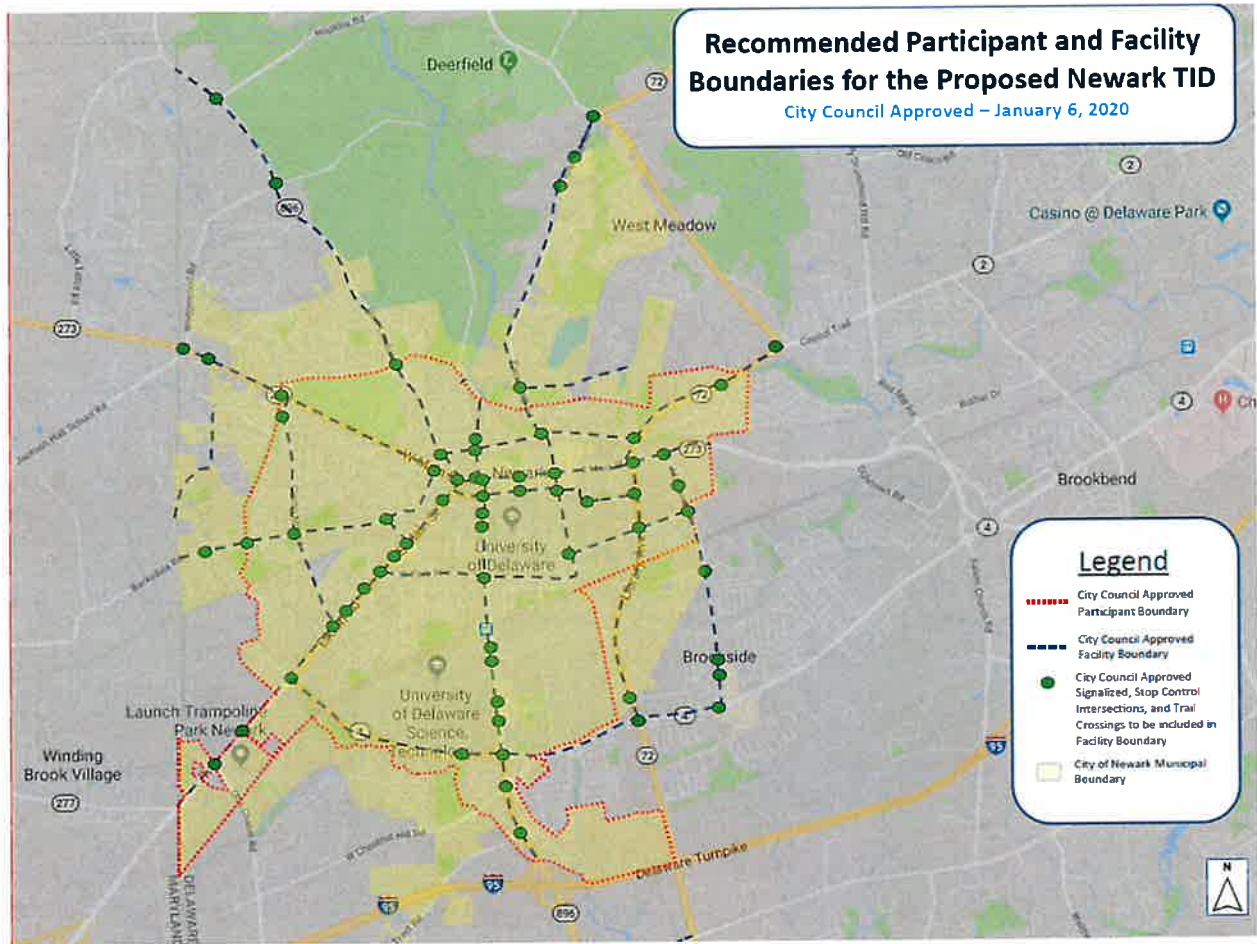


Exhibit B to accompany Newark TID Agreement

Service Standards

These standards describe the standards to which DelDOT will work in developing transportation improvement projects that are to be built as part of the Newark TID. They in no way obligate DelDOT or the City to make specific improvements. They describe the form and function that improvements are to have if improvements are to be made.

I. Inside Participant Boundary

A. Travel Time and Intersection Delay Standards

1. To account for local, including school year, variations in traffic, DelDOT shall adjust weekday traffic counts to approximate annual average volumes.
2. DelDOT may further adjust specific volumes to account for errors in the counted volumes where such errors become apparent and for instances where it is apparent that traffic has increased since the counts were done. Traffic counts obtained within the last three calendar years shall be used for all TID traffic analyses.
3. The same standards for all roads in the study area shall be assumed.
4. Use of the procedures in the most recent edition of the Highway Capacity Manual and applicability only to the Automobile Mode are assumed except as specified in this document.

Control delay is the delay associated with vehicles slowing in advance of an intersection, the time spent stopped on an intersection approach, the time spent as vehicles move up in the queue, and the time needed for vehicles to accelerate to their desired speed.

Arterial Level of Service Analysis using Synchro Traffic Impact Analysis or best practices shall be the basis of Travel Time standards. Intersection Level of Service Analysis using Synchro Traffic Impact Analysis or best practices shall be the basis of intersection delay standards.

5. The Travel Time Service Standard is that a maximum increase of 80 seconds in the total travel time per segment is acceptable. The segments are as specified in section A.8. below.
6. Maximum intersection delay standards are as follows:

- a. Overall average intersection control delay for Weekday (Monday through Friday) Morning and Evening Peak Hours at signalized intersections: Maximum of 80 seconds. Delay for specific approaches and movements may be higher.
 - b. Overall average intersection control delay for Weekday (Monday through Friday) Morning and Evening Peak Hours at roundabout and all-way stop-controlled intersections: Maximum of 50 seconds. Delay for specific approaches and movements may be higher.
 - c. Intersection control delay for Weekday (Monday through Friday) Morning and Evening Peak Hours at two-way stop-controlled intersections: Maximum of 50 seconds for left turns from the major street. Delay for minor street approaches and movements may be higher.
7. In the following specific locations, DelDOT and the City agree that improvements outside the existing right-of-way will not be required, regardless of delay and queue lengths:
 - a. None at present
8. Facilities to be analyzed for the Travel Time standard shall include the following road segments:
 - a. SR 72/Library Ave/SR 2 Capitol Trail from SR 4 to Possum Park Rd;
 - b. SR 896 from Welsh Tract Rd to Cleveland Ave;
 - c. SR 4 from Elkton Rd to Marrows Rd;
 - d. SR 273/Main St/Nottingham Rd from Marrows Rd to Casho Mill Rd;
 - e. Elkton Rd from Otts Chapel Rd to Amstel Ave.
9. Facilities to be analyzed for the intersection delay standard shall include all at-grade intersections of one or more State-maintained roads with:
 - a. Other State-maintained roads;
 - b. Rail lines
 - c. City-maintained streets, excluding alleys;
 - d. Commercial or institutional driveways served by traffic signals.
10. The intersection delay standard shall be used to identify needed improvements first. Then the travel time standard shall be evaluated and additional improvements identified if needed to meet it.
11. For intersection delay only, intersections that exceed the delay standard

under existing conditions, with or without signal optimization, shall be exempt from the intersection delay standard. Efforts to minimize increases in delay at these locations shall be agreed upon by the City of Newark and DelDOT.

B. Geometric Standards

1. Use of posted speed limits is assumed.
2. The DelDOT Functional Classification Map, applicable DelDOT design standards, and DelDOT's Complete Streets Policy are assumed, for the identification and design of improvements on State-maintained roads.
3. With specific regard to typical sections on State-maintained roads, the following minimum widths are required:
 - a. 10-foot through lanes;
 - b. 10-foot turning lanes (12-foot for two-way left turn lanes, 15-foot for a right turn lane if a 5-foot bicycle lane is included);
 - c. 5-foot shoulders on local roads;
 - d. 8-foot shoulders on collector and minor arterial roads; and
 - e. 10-foot shoulders on principal arterial roads.
4. City of Newark regulations, requirements, and standards shall be used for all City maintained roadways.

C. Access and intersection control

1. DelDOT's Development Coordination Manual shall apply to access on State-maintained roads. Subdivision streets within the City limits will be built to City standards and for private or municipal maintenance.
2. On State-maintained roads roundabouts shall be considered first as a means of intersection control in accordance with DelDOT Design Guidance Memorandum Number 1-26, incorporated here by reference. This consideration shall be part of a larger intersection control evaluation. In the assessment of the proper intersection control several factors are to be considered, including but not limited to, safety, capacity, and right-of-way need and property impacts.
3. Proposed changes to intersection control shall be based on evaluation of crash data and designed in accordance with the Delaware Manual on Uniform Traffic Control Devices and other criteria as may be adopted by DelDOT for that purpose.

D. Fixed Route Transit

Existing DART First State, UNICITY, and University of Delaware bus service is assumed to continue. Addition of new stops and the amenities required at each stop shall be at the discretion of the respective transit providers.

The recommendations in the 2019 Newark-Area Transit Study shall be considered in the identification of TID improvements. Capital transit improvements are eligible for TID participation.

E. Aesthetic Standards

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.

F. Drainage

Where new road construction is proposed to address otherwise substandard conditions, adequate drainage shall be provided as part of that construction. DelDOT drainage standards shall apply to State-Maintained roads and City of Newark standards shall apply to City roads.

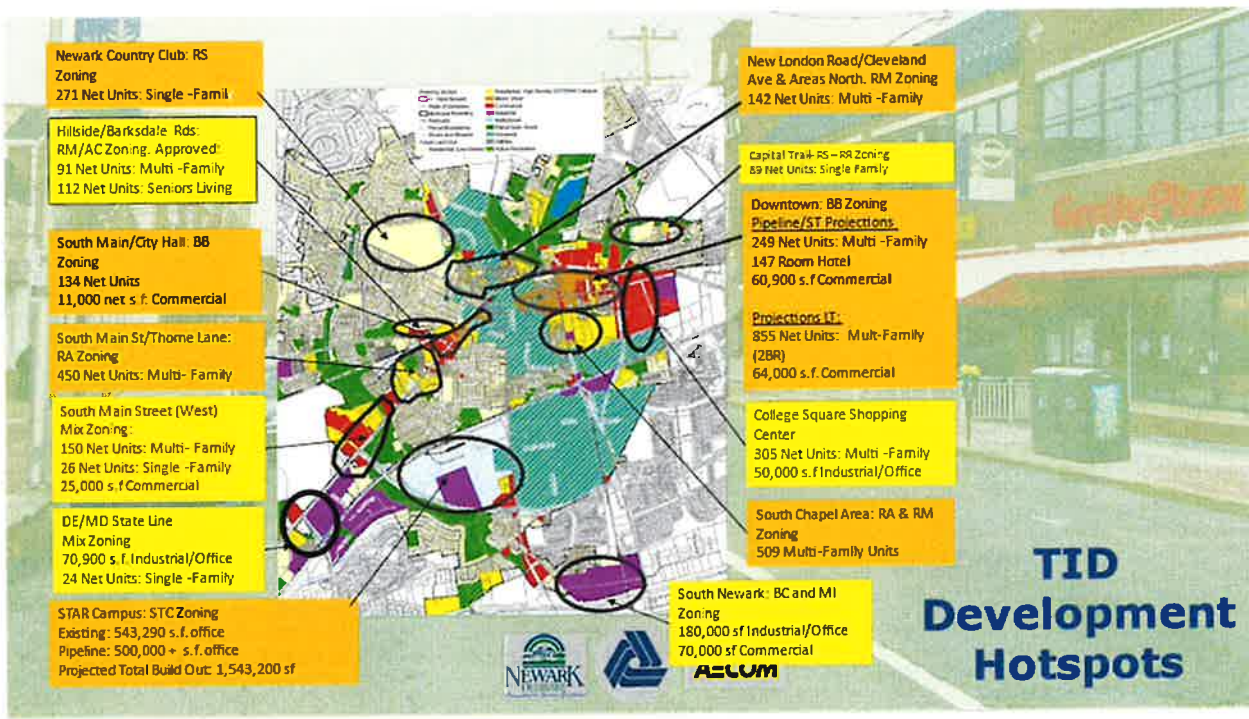
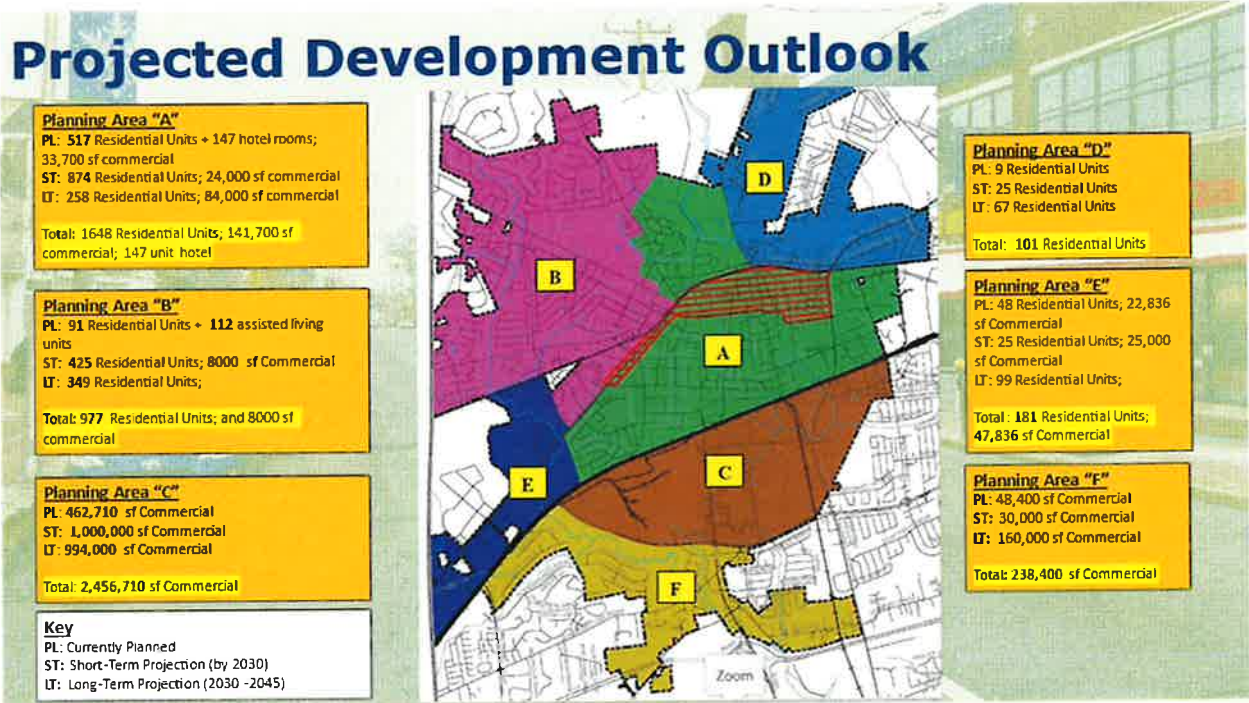
G. Pedestrian and Bicycle Facilities

1. Currently adopted City, County, and State bicycle plans shall be referenced when making design decisions related to bike facilities.
2. Existing and proposed pedestrian crossing treatments (at intersections and/or mid-block) should be evaluated and designed using national and local research. Preferred design is to incorporate a median refuge island to create a two-stage crossing.

II. Outside Participant Boundary but within Facilities Boundary – Same as inside.

Exhibit C to accompany Newark TID Agreement

Land Use and Transportation Plan



Newark Transportation Improvement District (TID)



Newark TID

Background:

- > Need identified in City of Newark 2016 Comprehensive Plan
- > City Council Approves formation of TID Committee in September 2018
- > Agreement between City & DelDOT Signed in March 2020
- > Projects approved August 23, 2021
- > Welsh Tract Rd. Sidewalk added February 15, 2023

Project Types

- Intersection Improvements
- Bicycle & Pedestrian Improvements
- New Lane Addition
- Lane Striping Adjustment
- Turn Lane Adjustment
- Higher Speed Alternative
- TID Boundary

Delaware Department of Transportation



Delaware Department of Transportation

Delaware Department of Transportation

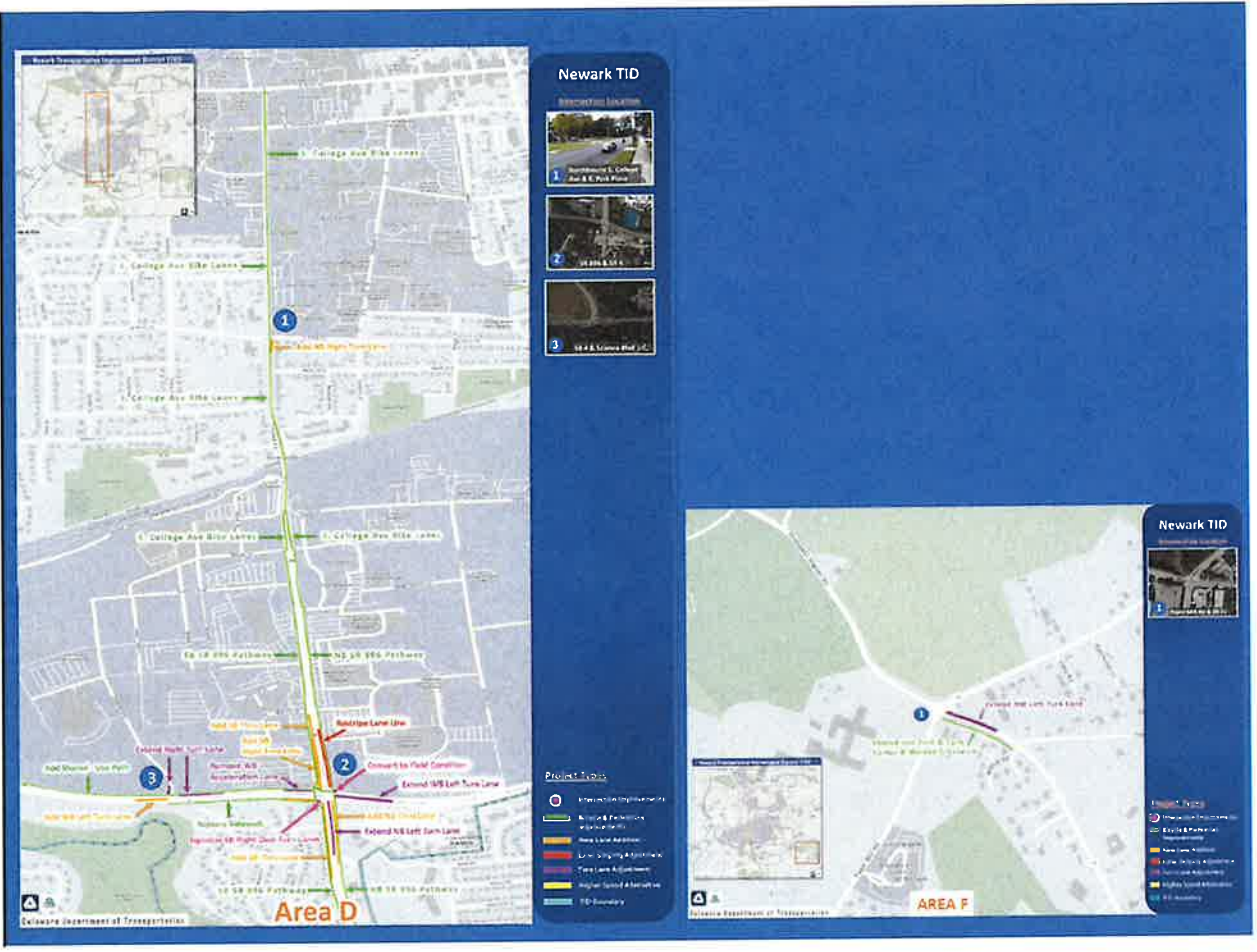


Exhibit D to accompany Newark TID Agreement

TID Capital Transportation Program (TID-CTP)

Newark TID Improvements

Project name/description	Current Cost Estimate, 2022
Kershaw Connector	\$378,550.00
WCC Old Papermill Pathway	\$5,181,700.00
Old Casho Mill Intersection Approach Connector	\$2,498,863.00
Main St/McKee Connector	\$1,110,688.00
Library Avenue Sidepath Extension	\$758,210.00
SR273 Pathway to Marrows Rd.	\$823,368.00
Marrows Rd. Pathway	\$1,794,388.80
S. College Avenue Bike Lanes	\$3,532,377.60
SR896 Pathways	\$1,549,506.00
SR 896 and SR4 intersection improvements, between Old Chestnut Hill Rd. and Marvin Dr: add additional NB and SB third through lanes, and 3' wide shoulders; modify median curb to increase left turn lane storage to 600 ft from NB SR896 onto WB SR4; extend double left turn lane storage to 500 ft for left turn from WB SR4 onto SB SR896; add and signalize EB SR4 right turn lanes; add SUP on both sides from Old Chestnut Hill Rd. to Inspiration Blvd; upgrade curb ramps for bikes	\$7,500,950.00
S College Avenue and Welsh Tract Rd intersection: Widen EB Welsh Tract Rd so right turn lane onto S College Avenue can be lengthened. Add a WB left turn lane and turn shared through and left to only a through lane. Lengthen SB left turn lane. Widen SR896 so that NB left turn lane can be lengthened.	\$1,069,274.00
S College Avenue and West Park Place intersection: add NB right turn lane	\$451,352.40
Paper Mill Rd & Thompson Station Rd/Possum Park Rd intersection: Extend WB left turn lane; Add trail connections for trails near Paper Mill Rd & Thompson Station Rd/Possum Park Rd intersection	\$2,438,088.00
SR 273/Newark Christiana Rd & Marrows Rd intersection: Extend NB right turn lane	\$609,391.20
SR 72/Library Ave & SR 4/Chestnut Hill Rd intersection: Extend EB left turn lanes to total length of 410 ft for leftmost turn lane, 455 ft for other left turn lane; Widen so that two SB through lanes extend back to Kensington Lane; add dualized, signalized right turns from NB and SB SR72; extend left turn lane from SB SR72 to 345 ft; extend existing right turn lane from NB SR72 to 275 ft; SUP along NB SR72 from SR4 to Kensington Lane, mid-block crossing at Kensington Lane	\$9,606,000.00
SR72/Library Ave & Wyoming Rd. intersection: Extend EB left turn lane, to first driveway; widen to add a second WB through lane, from first driveway east of intersection	\$6,853,075.00
S Chapel St. and Wyoming Rd. intersection: install single-lane roundabout	\$2,815,495.00
Bike improvements along Wyoming Rd.	\$7,156,350.00
Sidewalk along north side of Welsh Tract Rd. from S. College Avenue to Folk Memorial Park	\$2,660,923.00
DTC Transit improvements	\$319,000.00
Total of all improvements	\$59,107,550.00

Exhibit E to accompany Newark TID Agreement

Initial Contribution Rates

Newark TID Initial Fee Schedule 2023	
Residential Rates	
Single family detached residential	\$4,200 per unit by phase
	\$4,410 per unit by lot
Pre-existing individual recorded single family detached lots	\$2,100 per unit by phase
	\$2,205 per unit by lot
Single family attached residential	\$3,192 per unit by phase
	\$3,351 per unit by lot
Multi-family residential, low-rise, 1-3 floors	\$2,982 per unit by phase
	\$3,131 per unit by lot
Multi-family residential, mid-rise, 4 or more floors	\$2,016 per unit by phase
	\$2,116 per unit by lot
Non-Residential Rates	
Under 21 trips per 1,000 SF GFA	\$1.52 per sq ft
At least 21 but less than 34 trips per 1,000 SF GFA	\$2.23 per sq ft
At least 34 but less than 75 trips per 1,000 SF GFA *	\$4.47 per sq ft
At least 75 but less than 200 trips per 1,000 SF GFA	\$8.94 per sq ft
200 or more trips per 1,000 SF GFA	\$10.45 per sq ft
<p>Notes: Single family attached rate is 76% of single-family detached rate. Low-rise Multi-family rate is 71% of single-family detached rate. Mid-rise Multi-family rate is 48% of single-family detached rate. All non-residential rates are based on the number of daily trips per 1,000 square foot of gross floor area. This is based on ITE Trip Generation Manual, 11th Edition. *Where ITE land use code is not known for non-residential development, the middle-range fee rate, at least 34 but less than 75 trips per 1,000 SF GFA will be used.</p>	

Exhibit F to accompany Newark TID Agreement

Monitoring Program Thresholds for Synchro TIA updates

- Changes in land uses that induce more than a 10% increase in trips
- Changes to ITE trip generation rates that induces 10 percent or more trips
- Construction of a new DelDOT transportation improvement project within three intersections of state-maintained roadways beyond the TID facilities boundary
- When the University of Delaware moves where they choose to locate their facilities that could significantly shift around where people are coming and going from