

AGREEMENT REGARDING
SOUTHEAST MILFORD TRANSPORTATION IMPROVEMENT DISTRICT
BETWEEN
STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION,
AND
CITY OF MILFORD

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

THIS AGREEMENT, made and entered into this 10th 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 Milford, as Second Party, hereinafter referred to as the **CITY**.

WITNESSETH:

WHEREAS, the **DEPARTMENT** and the **CITY** established the Southeast Milford 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 **DEPARTMENT** and the **CITY** entered into an initial agreement establishing the TID effective on May 16, 2019 (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 the municipal boundary intersects the Indian River Secondary Rail Line, the boundary follows Herring Branch north and east to Deep Branch, goes north along Deep Branch to Rehoboth Boulevard, runs east along the municipal boundary to Cedar Beach Road, and continues east along Cedar Beach Road to about 2,350 feet east of its split from McColley Road, follows parcel lines southeast about one mile to Cedar Neck Road, Cedar Neck Road west to Sharps Road, Sharps Road east and south to the parcel line immediately north of Beaverdam Branch, runs west and south along this parcel line and the adjacent parcel line back to Sharps Road, follows Sharps Road south and west to Coastal Highway (SR1), Coastal Highway southeast to the eastern boundary of Cedar Creek Landing, south and west along Cedar Creek and Swiggetts Pond, runs north along the eastern property line of Logans Run, east along Johnson Road, north along Elks Lodge Road to Wilkins Road, follows Wilkins Road west to the first parcel line on the north side of Wilkins Road, follows this parcel line northwest to the municipal boundary, runs north and west along the municipal boundary to Marshall Street, follows Marshall Street south to the first parcel line on the west side of Marshall Street, this parcel line west to the rail line, and north along the rail line to the point of beginning.
 2. Facilities Boundary. Beginning in the northwest, at the intersection of Rehoboth Boulevard and Walnut Street, the boundary follows Rehoboth Boulevard southeast to Southeast Front Street, Southeast Front Street west to Walnut Street, Southeast Front Street back east to Rehoboth Boulevard, Cedar Beach Road east to McColley Road, Cedar Beach Road back west to Sapp Road, Sapp Road east to Cedar Neck Road, Cedar Neck Road east to Sharps Road, Sharps Road to Coastal Highway (SR1), Sharps Road back to Cedar Neck Road, Cedar Neck Road southwest to Cedar Creek Road, Cedar Creek Road south to Fleatown Road, Cedar Creek Road back north to Johnson Road, Johnson Road east to Coastal Highway (SR1), Johnson Road back west to Cedar Creek Road, Johnson Road west to Dupont Boulevard (US 113), Johnson Road back east to Marshall Street, Marshall Street north to Elks Lodge Road, Elks Lodge Road west to Walnut Street, Elks Lodge Road back east to Marshall Street, Marshall Street north to Second Street, Second Street west to Walnut Street, Second Street back east to Marshall Street, and Marshall Street north to Southeast Front Street.
- 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 City of Milford and 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, 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. 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 weekday evening peak hour.
- C. Prior to incorporating Service Standards into this **AGREEMENT**, the parties solicited public comment on proposed standards at the May 24, 2021 meeting of the City of Milford City Council 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 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 Milford shall be excluded from the requirements of this agreement.
- C. 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 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 Development Coordination Manual, rights-of-way for any proposed subdivision or city 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 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. 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 2028 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.

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: 5/11/23

ATTEST:



Charlanne Clymer, Director, Finance

DATE: 5/11/23

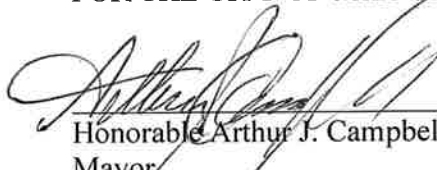
APPROVED AS TO FORM:



George T. Lees III, Deputy Attorney General

DATE: 5/9/2023

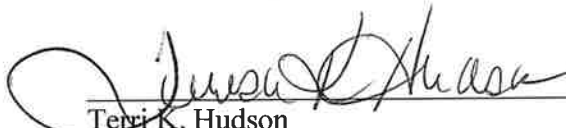
FOR THE CITY OF MILFORD:



Honorable Arthur J. Campbell (SEAL)
Mayor

DATE: 4/10/2023

APPROVED AS TO FORM:



Terri K. Hudson (SEAL)
City Clerk, City of Milford

DATE: 4/10/2023

Exhibit A to accompany Southeast Milford TID Agreement

TID Boundary Map

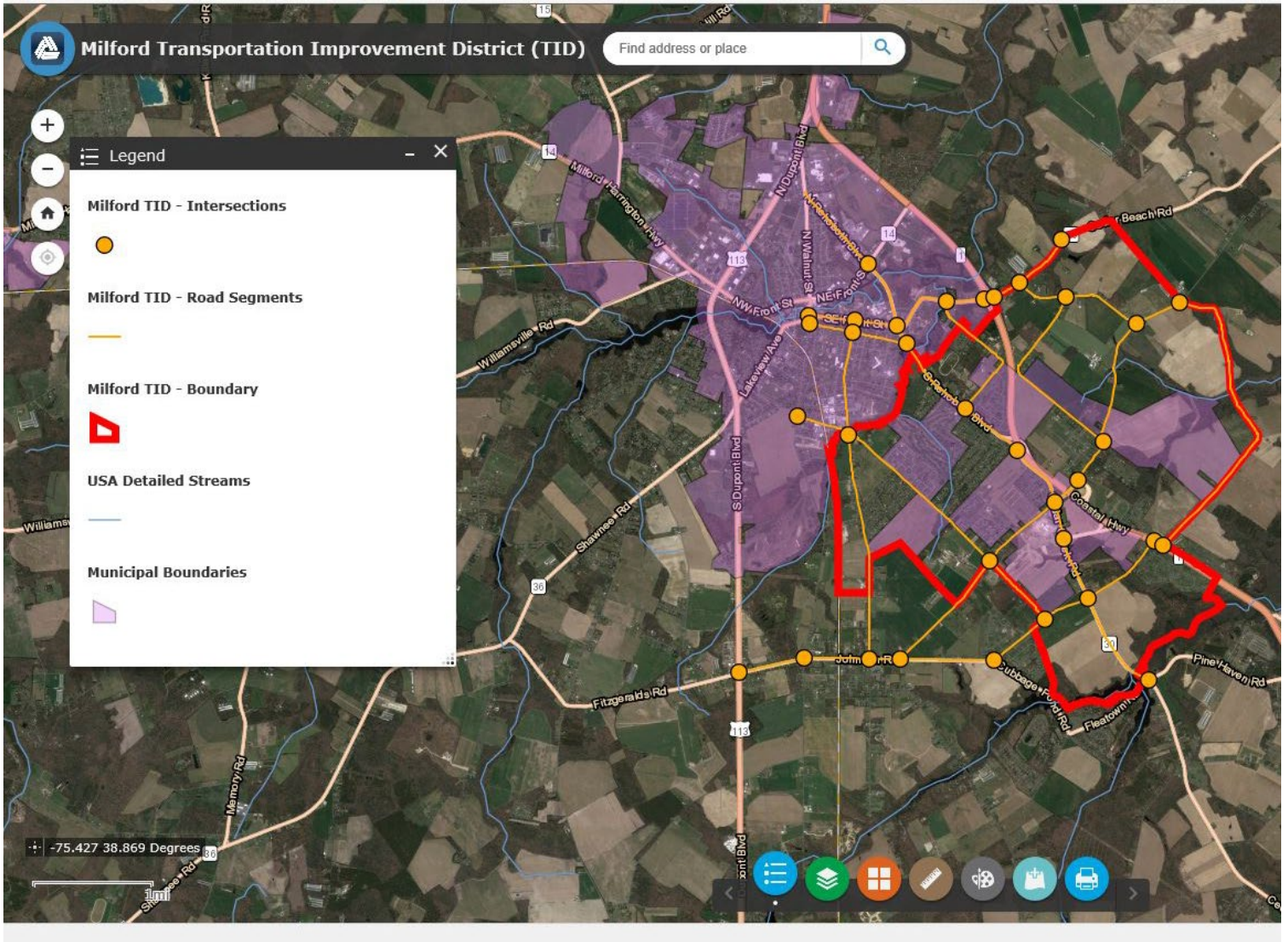


Exhibit B to accompany Southeast Milford TID Agreement

Service Standards

Draft Service Standards for Southeast Milford TID

These standards describe the standards to which DelDOT will work in developing transportation improvement projects that are to be built as part of the Southeast Milford 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. Capacity and Level of Service Standards

1. To account for seasonal 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.
3. The same standards for all roads in the study area shall be assumed except:
 - a. None at present.
4. Use of the procedures in the 6th Edition of the Highway Capacity Manual and applicability only to the Automobile Mode are assumed except as specified in this document. Those standards are summarized in the tables below for reference.

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.

Signalized Intersections		
Control Delay (sec/veh)	Volume-to-Capacity Ratio ≤ 1.0	Volume-to-Capacity Ratio > 1.0
≤ 10	A	F
>10-20	B	F
>20-35	C	F
>35-55	D	F
>55-80	E	F
>80	F	F

Unsignalized Intersections		
Control Delay (sec/veh)	Volume-to-Capacity Ratio ≤ 1.0	Volume-to-Capacity Ratio > 1.0
≤ 10	A	F
$>10-15$	B	F
$>15-25$	C	F
$>25-35$	D	F
$>35-50$	E	F
>50	F	F

5. Minimum intersection Levels of Service (LOS) are as follows:
 - a. Overall Level of Service for Weekday (Monday through Friday) Morning and Evening Peak Hours at signalized, roundabout and all-way stop-controlled intersections: E. LOS for specific approaches and movements may be F.
 - b. Level of Service for Weekday (Monday through Friday) Morning and Evening Peak Hours at two-way stop-controlled intersections: E for left turns from the major street. LOS for minor street approaches and movements may be F.
 - c. For all facilities, 95th percentile queue lengths should not exceed available turning lane lengths and through movements should not queue through adjacent intersections.
 - d. For unsignalized intersections where traffic on the major street does not stop or yield, an overall intersection LOS cannot be calculated. The minimum LOS standard for stop-controlled movements shall be E. However it is recognized that where traffic volumes are insufficient to warrant delaying the through traffic with an all-way stop, roundabout or signal, this standard may be unobtainable. In such situations DelDOT and the City shall agree on what, if any, remedies are appropriate to mitigate congestion.

6. In the following specific locations, DelDOT and the City agree that improvements outside the existing right-of-way will not be required, regardless of Levels of Service and queue lengths:
 - a. None at present

7. Facilities to be analyzed 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.

B. Geometric Standards

1. Use of posted speed limits is assumed. The City requests consideration of reducing posted speed limits on the following roads;
 - a. Cedar Creek Road – from Cedar Creek north should be reduced to 35 mph.
 - b. Wilkins Road/Cedar Neck Road – from SR1 overpass to Elks Lodge Road stop sign should be reduced to 35 mph.
 - c. Elks Lodge Road – from Wilkins Road to Marshall Street – should be reduced to 35 mph.
2. The DelDOT Functional Classification Map, applicable DelDOT design standards, and DelDOT's Complete Streets Policy are assumed.
3. With specific regard to typical sections on State-maintained roads, the following minimum widths are required:
 - a. 11-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.

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 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 based on the goals and objectives of Milford's SE Master Plan.

E. Aesthetic Standards

With the possible exception of Scenic Byways, addressed, 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. Delaware Byways

If a road is designated by DelDOT as part of a Scenic Byway and there is a Corridor Management Plan, and/or a Master Plan, for that Byway, the Plan(s) shall govern the implementation of these standards with respect to that road.

G. 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. Wilkins Road between Elks Lodge Road and Cedar Creek Road

H. Pedestrian and Bicycle Facilities

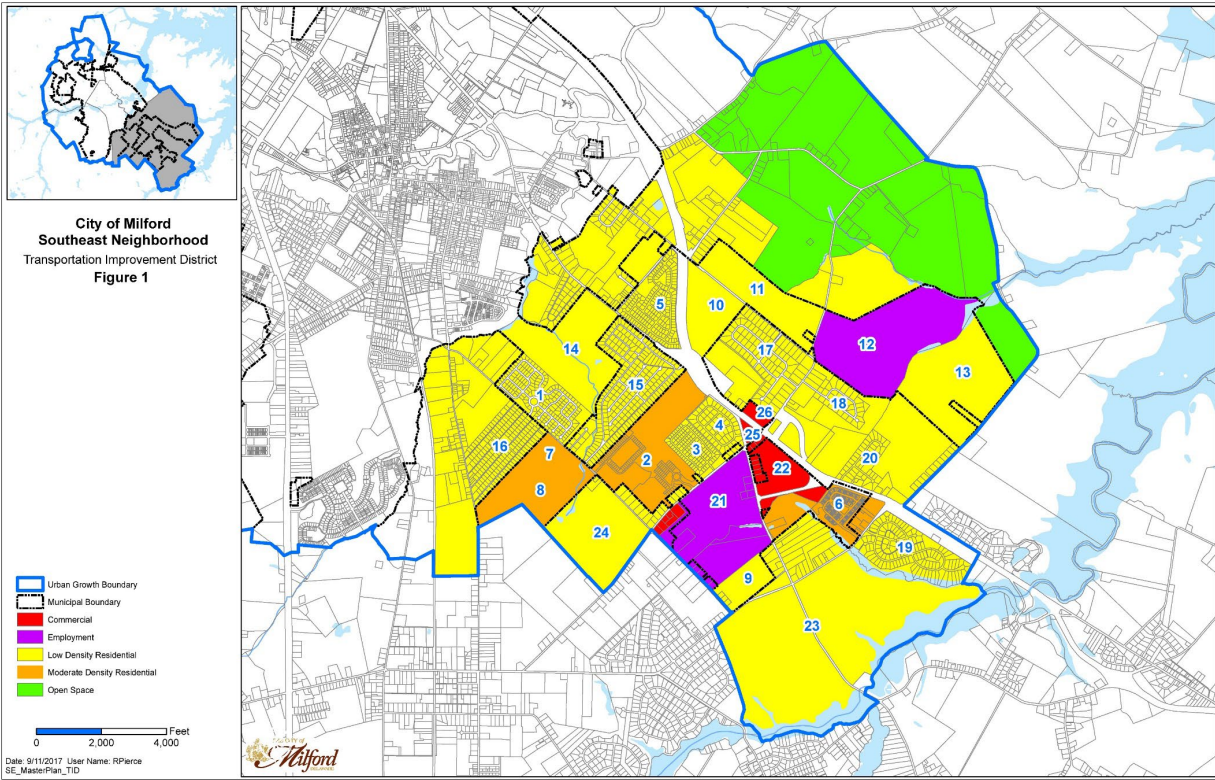
1. The City's Bicycle and Pedestrian Master Plan should be referenced when making design decisions related to bike and pedestrian facilities.
2. Existing and proposed pedestrian crossing treatments (at intersections and/or mid-block) should be evaluated and designed using national and local research. Preferred design is to incorporate a median refuge island to create a two-stage crossing.

3. Below are a list of proposed improvements or known areas of concern related to bike and pedestrian facilities;
 - a. The City would like to see the shared use path extended along the south side of Wilkins Road from the Bayhealth property to Elks Lodge Road. The City owns a strip of land that extends from Elks Lodge to Wilkins Road that could be used as an alternative off-alignment route for the shared use path.
 - b. The City would like to see a shared use path along Elks Lodge Road from Wilkins Road to Marshall Street.
 - c. A shared use path should be considered along Cedar Neck Road and Bucks Road for any new development, connecting with Cedar Creek Road and Route 36.
 - d. There is an existing bike lane in the shoulder of northbound Cedar Creek Road/S. Rehoboth Boulevard that ends abruptly at the SR1 flyover to S. Rehoboth Boulevard.

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

Exhibit C to accompany Southeast Milford TID Agreement

Land Use and Transportation Plan



ITE Trip Generation

Map #	Milford TID Development	Status	Existing Zoning	Acres	Single Family Detached Planned	Townhouse Planned	Condominium Planned	Commercial S.F. Planned	ITE Code	AM		PM	Total		
										In	Out				
1	Orchard Hill	In Progress	R-2	n/a	20				210	5	14	19	14	8	22
2	Hearthstone Manor I	In Progress	PUD	n/a	94		536		210 and 221	78	226	304	212	122	334
3	West Shores at New Milford	In Progress	R-2	n/a	52				210	11	31	42	34	20	54
6	Wickersham	Recorded / In Play	R-3	n/a		200			220	21	71	92	69	40	109
7	Hearthstone Manor II - Phase I	Recorded / In Play	PUD	n/a	40		200		210 and 221	26	75	101	78	50	128
8	Hearthstone Manor II - Phase II	Recorded / In Play	PUD	n/a	83		815		210 and 221	86	246	332	257	160	417
9	Wilson Contracting	In Play	R-2	38	143				210	27	79	106	90	53	143
10	Mr. Wiggles	In Play	R-1	70	485				210	87	262	349	292	171	463
11	Red Cedar Farms	In Play	R-2	102	658				210	118	354	472	391	229	620
12	Innovation Park as Residential	In Play	IS	199	1194				210	213	640	853	692	406	1098
12	Innovation Park as Medical Office	In Play	IS	199				325,000	720	498	140	638	309	795	1104
13	Mills Property	In Play	R-1	176	528				210	96	285	381	316	186	502
14	Preserves at Shawnee	In Play	R-2	149.3	254				210	46	139	185	157	92	249
17	Knollac Acres	In Progress	Sussex	n/a	33				210	7	21	28	22	13	35
18	Hidden Meadows	n/a	Sussex	n/a					210	2	6	8	4	2	6
19	Cedar Creek Landing	n/a	Sussex	n/a								0			0
20	Saraglen Acres	n/a	Sussex	n/a								0			0
21	Bayhealth Health Campus	In Play	IS	110				650,000	720	993	280	1273	618	1589	2207
22	Hall Property (Commercial)	In Play	C-3	45				450,000	820	234	143	377	794	860	1654
23	Hall Property (Residential)	In Play	R-17	565	2719				210	484	1451	1935	1525	895	2420
24	Wilkins Farm	In Play	R-17	135	806				210	144	433	577	474	279	753
25	Key Properties	In Play	C-3	4.8				48,000	820	109	67	176	152	164	316
26	Thawley Commercial	In Play	C-3	9.2				92,000	820	123	75	198	245	266	511
TOTAL (with Innovation Park as Residential)					7,113	200	1,551	1,240,000		2,910	4,898	7,808	6,436	5,605	12,041

Does not include map numbers for developments designated as already completed by the City of Milford



+8,864 new residential units by year 2045
+1,240,000 new commercial square footage by year 2045



+7,808 AM peak hour trips by year 2045
+12,041 PM peak hour trips by year 2045



Maps showing all transportation improvements

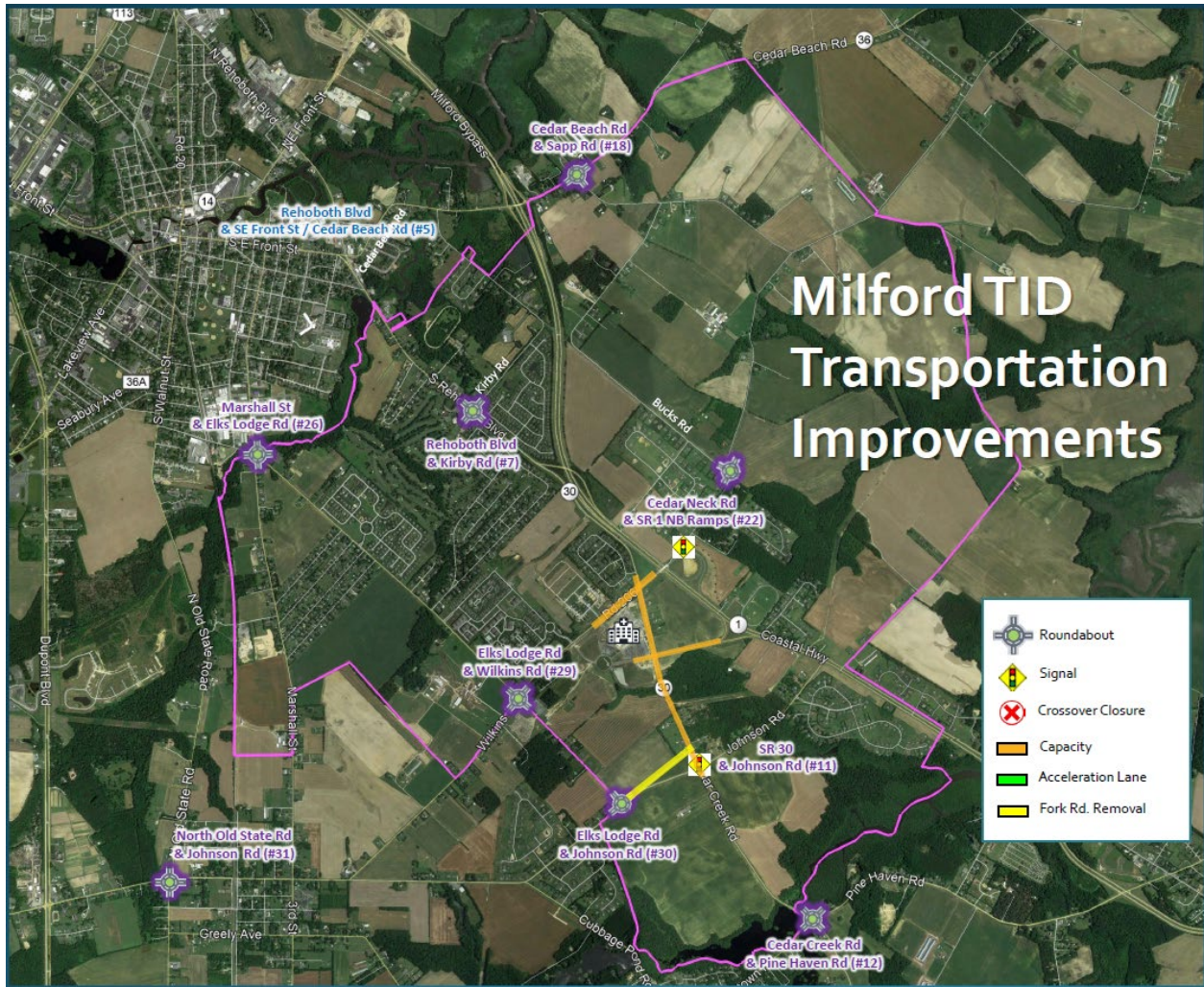


Exhibit D to accompany Southeast Milford TID Agreement

TID Capital Transportation Program (TID-CTP)

Southeast Milford TID Improvements	
Project Description	Current Cost Estimate, 2023
Bicycle and Pedestrian improvements along TID roadway segments from City of Milford Bicycle Master Plan	\$21,640,495.00
Cedar Beach Rd. and Sapp Rd. intersection: Install a single-lane roundabout with 65' inscribed radius. The roundabout will have an 18' wide travel lane and modified type 2 curb with a 47' radius separating the travel lane and 10' concrete truck apron. Type 1 curb is proposed inside the truck apron having a 37' radius. All pavement to be full-depth construction due to low OPC index scores; create a fourth leg for Pingue Drive across from Sapp Rd.	\$2,587,955.00
Cedar Creek Rd. Corridor from Johnson Rd. to and including Wilkins Rd. intersections: Traffic signal, turn lanes, two northbound through lanes at Johnson Rd.; two northbound through lanes, two southbound left turn lanes at Wellness Way; traffic signal, turn lanes, two through lanes in both directions at Hall property access; two through lanes in both directions at Wilkins Rd; two lefts from Wilkins Rd; 10' wide SUP on both sides; remove Fork Rd. connection.	\$21,386,683.00
Cedar Neck Rd. Corridor from just west of SR1 northbound ramp to Bucks. Rd. and Bucks Rd. between Cedar Neck Rd. and 290' west of Courtney Drive: Signal and turn lanes are SR1 ramp and Thawley property access; turn lanes and realignment at Bucks Rd. or install single-lane roundabout at Bucks Rd.; 10' Wide SUP on both sides.	\$17,437,908.00
Elks Lodge Rd. and Johnson Rd. intersection: install single-lane roundabout with 66' inscribed radius. The roundabout will have an 18' wide travel lane and modified type 2 curb with a 47' radius separating the travel lane and 10' concrete truck apron. Type 1 curb is proposed inside the truck apron having a 37' radius. All pavement to be full-depth construction due to low OPC index scores; 10' wide SUP along northbound side of Elks Lodge Rd. and both sides of eastern approach of Johnson Rd.	\$2,433,000.00
Elks Lodge Rd. and Marshall St. intersection: install single-lane roundabout with 65' inscribed radius. The roundabout will have an 18' wide travel lane and modified type 2 curb with a 47' radius separating the travel lane and 10' concrete truck apron. Type 1 curb is proposed inside the truck apron having a 37' radius. All pavement to be full-depth construction due to low OPC index scores; 10' wide SUP on all approaches; guardrail exit approaches and guardrail end anchorages will be installed and connected to the existing concrete parapets along the existing culvert.	\$2,276,058.00
Elks Lodge Rd. and Wilkins Rd. intersection: install single-lane roundabout with 65' inscribed radius. The roundabout will have an 18' wide travel lane and modified type 2 curb with a 47' radius separating the travel lane and 10' concrete truck apron. Type 1 curb is proposed inside the truck apron having a 37' radius. All pavement to be full-depth construction due to low OPC index scores; 10' wide SUP on all approaches; install 10' wide SUP along the northwestern and southeastern sides of Wilkins Rd.	\$2,814,860.00
N. Old State Rd. and Johnson Rd. intersection: install single-lane roundabout with 65' inscribed radius. The roundabout will have an 18' wide travel lane and modified type 2 curb with a 47' radius separating the travel lane and 10' concrete truck apron. Type 1 curb is proposed inside the truck apron having a 37' radius. All pavement to be full-depth construction due to low OPC index scores.	\$2,447,833.00
S Rehoboth Blvd. and Kirby Rd. intersection: install single-lane roundabout with 66' inscribed radius. The roundabout will have an 18' wide travel lane and modified type 2 curb with a 48' radius separating the travel lane and 10' concrete truck apron. Type 1 curb is proposed inside the truck apron having a 38' radius. All pavement to be full-depth construction due to low OPC index scores; 10' wide SUP on all approaches.	\$2,486,605.00
S Rehoboth Blvd. and SE Front St. intersection: Median, turn lane, shoulder and sidewalk improvements	\$5,236,830.00
SR30 and Fleetown Rd. intersection: install single-lane roundabout with 65' inscribed radius. The roundabout will have an 18' wide travel lane and modified type 2 curb with a 47' radius separating the travel lane and 10' concrete truck apron. Type 1 curb is proposed inside the truck apron having a 37' radius. All pavement to be full-depth construction due to low OPC index scores; add right turn slip lane connecting Pine Haven Rd. with Cedar Creek Rd.; guardrail along slip lane; Open commercial access will be closed on Fleetown Rd. and channelized to a controlled entrance; Widen bridge on northbound side to allow for slip lane to be free flow.	\$4,933,573.00
Total of all improvements	\$85,681,800.00

Exhibit E to accompany Southeast Milford TID Agreement

Initial Contribution Rates

Target 30% developer contributions

Southeast Milford TID Initial Fee Schedule 2023	
Residential Rates	
Single family detached residential	\$2,750 per unit by phase
	\$2,887 per unit by lot
Single family attached residential	\$2,090 per unit by phase
	\$2,194 per unit by lot
Multi-family residential, low-rise, 1-3 floors	\$1,952 per unit by phase
	\$2,049 per unit by lot
Multi-family residential, mid-rise, 4 or more floors	\$1,320 per unit by phase
	\$1,386 per unit by lot
Non-Residential Rates	
Under 21 trips per 1,000 SF GFA	\$1.00 per sq ft
At least 21 but less than 34 trips per 1,000 SF GFA	\$1.45 per sq ft
At least 34 but less than 75 trips per 1,000 SF GFA	\$2.90 per sq ft
At least 75 but less than 200 trips per 1,000 SF GFA	\$5.80 per sq ft
200 or more trips per 1,000 SF GFA	\$6.80 per sq ft
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.	