


(copy)

FROM	NAME & TITLE	Alfred H. Foxx, Director	CITY of BALTIMORE MEMO	
	AGENCY NAME & ADDRESS	Department of Transportation 417 E. Fayette Street, Room 524		
	SUBJECT	Traffic Impact Study – Anderson Development 115 W. 25 th Street Baltimore, MD 21218		

TO

DATE: May 11, 2010

The Honorable President and Members
Of the Board of Estimates
Room 204, City Hall

Dear Madam President and Members:

ACTION REQUESTED OF THE BOARD OF ESTIMATES:

We request your Honorable Board's approval of Traffic Impact Study Agreement by and between the Mayor and City Council and WV Urban Development LLC.

AMOUNT OF MONEY AND SOURCE OF FUNDS: The anticipated cost (\$92,534.94) of the Traffic Impact Study will be covered under Project No. 1059 On Call Agreement, approved by the Board of Estimates on December 12, 2007 with Vanasse, Hangen, Brustling, Inc.

BACKGROUND/ EXPLANATION:

Baltimore City Ordinance 06-345, approved on November 11, 2006, determined that a Traffic Impact Study be performed. This agreement is necessary to perform a traffic impact analysis for Anderson Development 115 W. 25th Street. The applicant has applied or intends to apply for a Building Permit in Baltimore City to perform the Scope of Work for new mixed used development consisting of approximately 246,100 GSF of retail , 60 residential apartments and 1094 parking spaces described in Exhibit "A". The Department of Transportation agrees to present the Applicant with the completed Traffic Impact Study no later than sixty (60) business days after the Initial Payment is made pursuant to Clause V, unless the parties agree in writing that additional time is needed due to Applicant's changes to the Development. This agreement will commence upon Board of Estimates approval and termination will be deemed in writing by the Department of Transportation.

MBE/WBE PARTICIPATION: N/A

ALFRED H. FOXX, DIRECTOR
DEPARTMENT OF TRANSPORTATION

APPROVED BY BOARD OF ESTIMATES:

CLERK DATE

AHF/LDG/vb
Attachments

Cc: Ms. Jessica Watson
Ms. Laetitia Griffin

TRAFFIC IMPACT STUDY AGREEMENT

Anderson Development
115 W. 25th Street Baltimore, MD 21218

THIS AGREEMENT is entered into this _____ day of _____ 2010 by and between the **MAYOR AND CITY COUNCIL OF BALTIMORE**, a municipal corporation of the State of Maryland, acting through its Department of Transportation (“City”) and **WV Urban Development LLC** (“Applicant”).

WHEREAS, Applicant has applied or intends to apply for a Building Permit in Baltimore City to perform the Scope of Work for new mixed use development consisting of approximately 246,100 GSF of retail, 60 residential apartments and 1094 parking spaces (“Development”) described in **Exhibit “A”**; and

WHEREAS, pursuant to Baltimore City Ordinance 06-345, approved on November 11, 2006, the Director of the Department of Transportation has determined that a Traffic Impact Study is required; and

WHEREAS, the parties have agreed to enter into this Agreement to set forth their respective responsibilities and understandings.

NOW THEREFORE THIS AGREEMENT WITNESSETH: that in consideration of the promises, terms and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. TRAFFIC IMPACT STUDY

In order to assist the Applicant in receiving a Building Permit from the City, and pursuant to City law, DOT or an independent Consultant selected by DOT shall perform a TIS on behalf of the Applicant to determine, if there are any adverse impacts on the traffic flow patterns and parking in the area of the Development described in **Exhibit “A”**.

II. SCOPE OF WORK FOR TIS

A. After discussion with the Applicant and Consultation with an independent Consultant, if necessary, DOT has determined that the Scope of Work for the TIS shall be those set forth in **Exhibit “A”**.

B. If at any time during the performance of the TIS, the Applicant makes significant changes in the size, scope, use or design of the proposed Development (**Exhibit “A”**), the Applicant agrees to immediately notify the Director of DOT or his named Designee in writing. Upon receipt of said changes, DOT shall promptly adjust the Consultant’s Scope of Work and advise the Applicant of additional costs and time delays, if any.

III. CONSULTANT

DOT has selected Vanasse Hangen Brustlin, Inc. as the Consultant to perform the TIS.

- A. By executing this Agreement, **WV Urban Development LLC** asserts that it has not engaged in any practice or entered into any past or ongoing agreement that would be considered a conflict of interest with the Consultant performing the TIS.
- B. **WV Urban Development LLC** agrees to refrain from entering into all such practices or agreements during the term of the instant agreement (and any extensions thereto), including any agreements and/or practices that could give rise to even the appearance of a conflict of interest.
- C. Furthermore, **WV Urban Development LLC** asserts that it has fully disclosed to the CITY any and all practices and/or agreements of whatever nature or duration that could give rise to even the appearance of a conflict of interest with the parties or subject matter of the instant agreement and will continue to do so during the term of this Agreement and any extensions thereto.

IV. ANTICIPATED TOTAL COST OF THE TIS

The City anticipates that the Total Cost (including all costs, expenses and reasonable overhead) for both the Consultant and DOT, to perform the TIS will not exceed \$92534.94; however, the City and the Developer agree to work in good faith to identify areas of cost savings which may be possible once traffic counts have been completed. Nothing in this Section shall be construed to limit the ultimate discretion of the City to conduct the Study in such manner as it deems appropriate

V. PAYMENT FOR THE TIS

- A. The Applicant agrees to pay the Total Cost to the City, whether the TIS is performed by DOT or an independent Consultant selected by DOT.
- B. As a condition precedent to the initiation of the TIS, Applicant agrees to pay the City at least fifty percent (50%) of the Total Cost of the TIS ("Initial Payment").
- C. Upon the completion of the TIS, but before any permit may be issued by the City, but under no circumstances more than sixty (60) days from receipt of the completed TIS, the Applicant shall reimburse DOT the difference between the Initial

Payment and the Actual costs/expenses/overhead incurred by the City; however, the City agrees that the total cost of the TIS shall not exceed \$92534.94.

D. All payments shall be made by certified check made payable to the Director of Finance and delivered to the Director of DOT, 417 E. Fayette Street, Baltimore, Maryland 21202. DOT's receipt of this initial payment shall trigger the issuance of the Notice to Proceed to the Consultant performing the TIS.

E. In the event that the Applicant defaults in its agreement to reimburse the City, pursuant to the terms of this Agreement, then in that event, the Applicant agrees to pay all costs of collection, including but not limited to fifteen percent (15%) attorney's fees. The Applicant waives all exemption laws of the State of Maryland or any other state or territory relating to personal and real property and hereby irrevocably authorizes any attorney of any Court of Record to appear for the Applicant in any Court, and confess judgment against the Applicant in favor of the City for the balance then due.

VI. COMPLETION OF TIS

A. DOT agrees to present the Applicant with the completed TIS no later than sixty (60) business days after the Initial Payment is made, pursuant to Clause IIB, unless the parties agree in writing that additional time is needed due to Applicant's changes to the Development.

B. If the TIS is not completed pursuant to the time limit set forth in Clause VIA, then in that event, the Applicant may proceed to contract for the TIS with a Consultant selected from a list of Consultants previously approved by DOT.

VII. MITIGATION

A. If the TIS requires that mitigation is necessary, then the Applicant shall send a written response to DOT within ten (10) business days of receipt of the TIS, fully explaining in detail what, if any actions it intends to take to mitigate the adverse traffic impact contemplated by the TIS.

B. If the TIS requires that mitigation be undertaken, then in that event, the Applicant agrees to negotiate in good faith with DOT to determine who must pay for and undertake the actions necessary or appropriate to mitigate the adverse traffic impacts identified in the TIS. If the parties are unable to agree upon appropriate mitigation in a timely manner, then the Applicant understands that it will not receive a Building Permit.

B. If the TIS determines that mitigation is not necessary, then in that event DOT will sign-off on the Applicant's Building Permit.

VIII. CITY'S DESIGNEE/LIAISON

The City designates, Mrs. Jessica Keller, as its liaison. Ms. Keller may be contacted by telephone at 410-396-6856.

IX. NOTICE

All notices required or permitted hereunder to be given by either party to the other shall be in writing and shall be sent via United States mail to the parties and addresses below:

TO CITY:

Jessica Keller, Chief, Planning Section
Department of Transportation
417 E. Fayette Street, 5th Floor
Baltimore, Maryland 21202
(410) 396-6856

With a copy to:

Laetitia Griffin, Chief Contract Administration Section
Department of Transportation
417 E. Fayette Street, 5th Floor
Baltimore, Maryland 21202
(410) 396-6802

TO DEVELOPER:

WV Urban Development LLC
c/o Jon Laria
Ballard Spahr LLP
300 East Lombard St
18th Flr
Baltimore, MD 21202

X. ASSIGNABILITY

Applicant shall not assign or transfer any part of the work to be done or services provided under this Agreement, nor any interest therein except with the prior written consent of the City.

XII. TERMINATION OF THE CONTRACT FOR CAUSE

If, through any cause, the Applicant shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Applicant shall violate any of the covenants, terms or stipulations of this Agreement, City shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared for the Applicant under this Agreement shall, at the option of City, become the property of City.

Notwithstanding the above, the Consultant shall not be relieved of liability to City for damages sustained by the City by virtue of any breach of the Agreement.

XIII. RECITALS

The Recitals are incorporated herein by reference.

XIV. GENDER

Words of gender used in this Agreement may be construed to include any gender and words in the singular may include the plural and words in the plural, the singular.

XV. MULTIPLE COPIES

This Agreement may be executed in any number of copies and each such copy shall be deemed an original.

XVI. INTERPRETATIONS

In the event of any question regarding the meaning of any of the provisions of this Agreement, the interpretation placed thereon by City shall be final and binding on the parties hereto; provided that any such interpretation shall not be unreasonable.

XVII. HEADINGS

Any heading of the paragraphs in this Agreement is inserted for convenience and reference only and shall be disregarded in construing and/or interpreting the Agreement.

XIX. NO WAIVER/CUMULATIVE REMEDIES

No failure by the City to exercise and no delay in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any

single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

XXI. APPLICABLE LAW

This Agreement is made in Maryland and Maryland law shall govern its interpretation, performance and enforcement.

XXII. NON-DISCRIMINATION

In the performance of the work covered by this Agreement, Consultant shall not discriminate against any employee because of race, creed, color, political belief, age, religion, sexual orientation, gender or national origin.

XXIII. COMPLIANCE WITH THE LAW

Consultant shall at all times be in compliance with all applicable federal, state and local laws and regulations.

XXIV. ENTIRE AGREEMENT/MODIFICATION

This Agreement constitutes the entire Agreement between the parties hereto and may not be modified, altered, amended or surrendered without the written consent and approval of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, intending that it should be under seal the day and year first above written.

ATTEST:

MAYOR AND CITY COUNCIL OF
BALTIMORE

Custodian of the City Seal

By: _____
Alfred H. Foxx, Director
Department of Transportation

ATTEST:

WV Urban Development LLC

Karel J. Van Akin
KAREL J. VAN AKIN

By: *Miroslav P. Vlcko* (seal)
Name/Title
Print: MIROSLAV P. VLCKO, MANAGER
Name/Title

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY THIS
___ DAY OF _____, 2010

Charlemayne N. Walker, ESQ
Assistant Solicitor

APPROVED:

By: *Jamie Kendrick*

Jamie Kendrick, Deputy Director
Administration - DOT

APPROVED BY THE BOARD OF
ESTIMATES:

Clerk

Date

Being Page 7 of a 7 Page Agreement by and between the MAYOR AND CITY
COUNCIL OF BALTIMORE and WV Urban Development LLC

EXHIBIT A



Vanasse Hangen Brustlin, Inc.
Transportation | Land Development | Environmental Services

8601 Georgia Avenue
Suite 710
Silver Spring, MD 20910-3433
301 562-9433
www.vhb.com

February 17, 2010

37939.08

Ms. Jessica A. Keller
Chief, Planning
City of Baltimore - Department of Transportation
417 E Fayette Street
Room 553
Baltimore, MD 21202

Re: 25th Street Redevelopment (Anderson Site)

Dear Ms. Keller,

This letter summarizes an updated scope of work for a traffic impact study (TIS) prepared in conjunction with the "25th Street Redevelopment", a new mixed used development that would replace the Anderson Automotive dealership in Baltimore City. This scope voids a previous scope of work submitted on January 24, 2010. Subsequent negotiations between the City and the developer lead to a reduction in the original scope, the results of which is reflected herein.

The subject site is located in the Charles Village/Remington Community, and is bounded by Huntingdon Avenue to the north, Howard Street to the east, 24th and Sisson Streets to the south, and rail tracks to the west.

The developer, WV Urban Developments, LLC proposes to redevelop the existing property with approximately 246,100 GSF of retail use and 60 residential apartments. The retail components will include one or more big box stores, including a Lowe's home improvement store, as well as a supermarket and additional specialty retail shops. There will be approximately 1,094 parking spaces for the combined uses.

The primary purpose of the proposed traffic study will be to evaluate the local traffic impacts of the development on the road network and identify transportation improvements needed to mitigate any negative impacts as well as improve safety for all modes of travel. The following describes the task to be undertaken in the study:

Task 1 - Data Collection

The Data Collection task will be accomplished through a combined effort between VHB/Vanasse Hangen Brustlin Inc., and WAE/Williams Associates Engineers. After careful consideration of intersections recommended by the TIS Committee, as well as recommendations by the developer's traffic engineers, the DOT has determined that the following intersections would be studied to determine the impacts of the proposed development:

- 29th Street at Sisson Street
- 29th Street at Huntingdon Avenue
- 29th Street at N Howard Street
- 29th Street at Maryland Avenue

- 29th Street at N Charles Street
- 28th Street at Sisson Street
- 28th Street at Huntingdon Avenue
- 28th Street at N Howard Street
- 28th Street at Maryland Avenue
- 28th Street at N Charles Street
- 27th Street at Huntingdon Avenue
- 27th Street at N Howard Street
- 26th Street at Sisson Street
- 26th Street at Huntingdon Avenue
- 26th Street at N Howard Street
- 25th Street at N Howard Street
- 25th Street at Maryland Avenue
- 25th Street at N Charles Street
- 25th at St. Paul Street
- 25th Street at Greenmount Avenue
- 24th Street at N Howard Street
- 24th Street at Maryland Avenue
- 24th Street at N Charles Street
- 24th Street at Sisson Street
- 23rd Street at Howard Street
- 21st Street at Howard Street
- North Avenue at W Mt. Royal Avenue
- North Avenue at N Howard Street
- North Avenue at Maryland Avenue
- North Avenue at N Charles Street

Intersections in **bold** fonts will be studied for all periods (a.m., p.m., and Saturday), while the other intersections will be limited to the a.m. and p.m. only.

- *Task 1.1 – Turning Movement Counts.* Turning movement counts (TMCs) for the intersections will be conducted on a typical weekday between 7 a.m. and 9 a.m., and 4 p.m. and 6 p.m. and on Saturdays between 11 a.m. and 2 p.m. Williams Associates will lead the collection of turning movement data. Recent turning movement data is available for some locations. In the list above, the intersections in **bold** fonts will require Saturday midday counts, those in *italics* will require *weekday* a.m. and p.m., and those in regular typeface already has the required weekday counts.
- *Task 1.2 – Collect Other Pertinent Field Data.* Geometric information, as well as signal timing and offsets, will be collected and/or verified in the field.
- *Task 1.3 –Field Observations.* Observations will be made of existing operational conditions such as queuing, parking, any traffic flow deficiencies or traffic conflict patterns associated with turning movements to ensure that analysis model is properly calibrated to reflect as close as possible the field conditions.

Task 2 – Existing Conditions Analysis

The traffic impact analysis will be conducted in accordance with the general procedure and requirements for conducting a traffic impact study in Baltimore City.

- *Task 2.1 – Review site access and road network.* VHB will review the existing road network in the vicinity of the site. This includes identifying regional roadways and local roads that provide immediate access to the site.
- *Task 2.2 – Review transit network.* VHB will research and evaluate access to existing transit in the study area. This includes access to the Maryland Transit Administration (MTA) Local Routes, Commuter Routes, Light Rail, and Metro/Subway.
- *Task 2.3 – Inventory Pedestrian Facilities.* VHB will inventory conditions of pedestrian facilities adjacent to the proposed site and in the vicinity of study intersections. This includes sidewalks, ramps, crosswalks, pedestrian signals and warning signs.
- *Task 2.4 – Existing traffic analysis.* Using data (collected in Task 1, and any additional data from the City, VHB will produce a traffic model to analyze the existing conditions (a.m., p.m., and Saturday).

Existing traffic analysis will be conducted using *The Highway Capacity Manual 2000* (HCM) methodology through *Synchro* version 7.0 software. Performance measures of effectiveness will include level of service, vehicle delay, and volume to capacity ratio.

Task 3 – Background (No Build) Conditions Analysis

The Background Conditions Analysis will evaluate future traffic conditions without the proposed development in the build year. These conditions represent a “no build” scenario which serves as basis for comparison to the total future conditions, which includes traffic generated by the new development. For the purpose of this analysis, it is expected that the proposed development will be fully built and occupied by 2015. To develop background traffic forecasts (or future traffic forecasts without the development), a composite of existing traffic, regional traffic growth, and traffic from other approved but not yet built developments.

- *Task 3.1 – Traffic Growth Rate.* VHB will coordinate with the City of Baltimore to derive suitable growth rates for roadways in the study area. Growth rate(s) may be based on the City’s recommendation, or may be derived from historic data.
- *Task 3.2 – Background Development Traffic.* VHB will coordinate with the Baltimore City’s Department of Transportation (DOT) to gather information on approved but not yet built developments. New traffic produced by these developments will be factored into the future traffic projections. This task may include trip distribution and assignments.
- *Task 3.3 – Background Transportation Improvements.* VHB will coordinate with the Baltimore City’s DOT to gather information on transportation improvements plans for the study area. These improvements will be factored into the Background Analysis. The improvements may include, but is not limited to the following:
 - Re-opening of the 400 and 500 blocks of West 26th Street to two-way traffic;
 - Planned Road Improvement to Huntingdon Avenue.
- *Task 3.4 – Background Traffic Forecast.* A composite of existing traffic volumes, growth in traffic on certain roadways, and traffic distributed throughout the network from Task 3.2 will be produced to represent future ‘no-build’ traffic forecast.
- *Task 3.5 – Background Traffic Analysis.* Using the results of Task 3.3 and Task 3.4, VHB will produce a traffic model to represent Background traffic conditions. Background analysis will be conducted using *The Highway Capacity Manual 2000* (HCM) methodology through *Synchro* version 7.0 software. Performance measures of effectiveness will include level of service, vehicle delay, and volume to capacity ratio.

Task 4 – Future Conditions Analysis

Future conditions represent the ‘build’ scenario which is a basis for comparison to the background “no-build” conditions to evaluate the impacts of the proposed development. Future conditions will be derived from background conditions plus traffic from the new development.

- *Task 4.1 – Trip Generation.* The number of vehicle trips anticipated for the development will be estimated based on data provided in the ITE’s Trip Generation, 8th Edition, as well as the files and library of VHB.
 - *Task 4.1.1 – Trip Discounts.* The proposed development is a mix of uses that may share trips. VHB will consider internal capture or synergistic relationships between uses. Also, since one or more bus and transit routes are operating within walking distance of the site in the year 2011, and several residential communities and retail businesses operate in the area, VHB will consider alternate mode reductions. There will also be credits/discounts for the existing uses on site.

Finally, the retail portion of the development will benefit from pass-by trips, and these will be considered in the trip generation based on ITE recommendations.

- *Task 4.2 – Trip Distribution.* Trip distribution will be based on existing local and regional travel patterns, traffic count data, as well as the location of the parking lots.
- *Task 4.3 – Future Traffic Forecast.* Future traffic forecast will be derived from a composite of background traffic forecast plus traffic from the new development.
- *Task 4.4 – Future Traffic Analysis.* Using the results of Task 4.3, VHB will produce a traffic model to represent future traffic conditions. Future analysis will be conducted using *The Highway Capacity Manual 2000 (HCM)* methodology through *Synchro* version 7.0 software. Performance measures of effectiveness will include level of service, vehicle delay, and volume to capacity ratio.

Task 5 – Special Analysis/Issues

The following have been identified as additional issues to be evaluated in the traffic study:

- *Truck Route Evaluation and Enforcement.* VHB with the assistance of the DOT will evaluate and identify appropriate truck ingress and egress routes and make recommendations for enforcement.
- *Parking.* VHB will evaluate proposed parking arrangements.
- *Pedestrian/Vehicle conflicts in the study area –* VHB will evaluate crash statistics of three intersections in the study area: 25th Street at Howard Street, 25th Street at Maryland Avenue, and 24th Street at Howard Street. Analysis is subject to availability of crash data.
- *Cut through traffic in neighborhoods surrounding the site* VHB will assess existing and potential neighborhood cut through traffic and make appropriate recommendations.
- *Sight distance evaluation at site accesses.* A sight distance study will be conducted at the proposed site access on 25th Street.

Task 6 – Recommendation/Documentation.

The results of the analysis will be summarized in a technical report. Mitigation strategies including signal timing, intersection and roadway geometric improvements, will be developed as necessary to ensure the accepted LOS D or better at study area intersections. For intersections with pre-existing unacceptable operations (existing or projected background conditions) improvements will be recommended to mitigate the effects of the proposed development trips. Transportation demand management (TDM), pedestrian, and bike recommendations will be made where appropriate.

We look forward to working with you on the study. Please provide the most recent digital copy of the site plan showing the development program and site accesses for our review.

Very truly yours,

VANASSE HANGEN BRUSTLIN, INC.



Leon F. Anderson, PE
Project Manager