

City of Milford



CITY COUNCIL AGENDA

April 27, 2015 - 7:00 P.M.

Joseph Ronnie Rogers Council Chambers
Milford City Hall
201 South Walnut Street
Milford, Delaware

COUNCIL MEETING

Call to Order - Mayor Bryan Shupe

Invocation

Pledge of Allegiance

Recognition

Proclamation 2015-10/Police Week & Peace Officers' Memorial Day

DelDOT Presentation/US 113 Northbound Overpass/Closure/Detour Plan*****

Communications

Unfinished Business

Planning Commission Appointment/Andrew Fulton

Board of Adjustment Appointment/Ron Baker

Update/First State Manufacturing/City Land Sale/Exchange

Approval/SE Water Tower Logo

Authorization/Funding Source Clarification/Electric Reserves/Customer Service Center/Window & Drainage

Improvements

Update/Milford Gateway Signs/State Route 1

Approval/Tyler Technologies/CLT 2015 Base Contract Amendment

Adoption/Resolution 2015-03/Downtown Milford Master Plan Funding/Andrew Muldrow & Associates Proposal*

New Business

Alcohol Waiver/Milford Code Chapter 77/Downtown Milford, Inc./Riverwalk Farmers Market****

Approval/FY 2014-2015 Budget Adjustment/Additional Funding/Maple Avenue Culvert Repair

Approval/C&C Drywall/DBF Invoice/General Fund Reserves

Approval/SE Milford Utility Plan/DBF Invoice

Introduction/Ordinance 2015-04/Zoning Code Amendment

Police Committee Recommendation/Parking Restrictions/Downtown Milford

FY 2014-15 Budget Adjustment/AC Schultes Proposal/Well 2/Water Fund Reserves***

Update/Fisher Avenue Replacement Pump Purchase****

Authorization/Letter of Conditions/Sewer Project Phase II*****

Executive Session-

Pursuant to 29 Del. C. §10004(b)(4) Strategy sessions, including those involving legal advice or opinion from an attorney-at-law, with respect to collective bargaining or pending or potential litigation (Union Contract)

Pursuant to 29 Del. C. §10004(b)(2) Preliminary discussions on site acquisitions for any publicly funded capital improvements (Right-of-Way Acquisition)**

Adjourn

This agenda shall be subject to change to include additional items including executive sessions or the deletion of items including executive sessions which arise at the time of the public body's meeting.

SUPPORTING DOCUMENTS MUST BE SUBMITTED TO THE CITY CLERK IN ELECTRONIC FORMAT NO LATER THAN ONE WEEK PRIOR TO MEETING; NO PAPER DOCUMENTS WILL BE ACCEPTED OR DISTRIBUTED AFTER PACKET HAS BEEN POSTED ON THE CITY OF MILFORD WEBSITE.

City of Milford



PROCLAMATION

2015-10

POLICE WEEK & PEACE OFFICERS' MEMORIAL DAY

WHEREAS, the Congress and President of the United States have designated May 15, 2015 as Peace Officers' Memorial Day and the week in which it falls as National Police week; and

WHEREAS, the members of the law enforcement agency of Milford, Delaware play an essential role in safeguarding the rights and freedoms in Milford, Delaware; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

WHEREAS, the men and women of the Milford Police Department unceasingly provide a vital public service.

NOW, THEREFORE, I, Bryan W. Shupe, by virtue of the authority vested in me as Mayor of the City of Milford, Delaware, call upon all citizens of Milford, Delaware, and upon all patriotic, civic and educational organizations to observe the week beginning May 10, 2015 as Police Week, during which time all of our people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens in the City of Milford.

I further call upon all citizens of Milford, Delaware, to observe May 15, 2015 as Peace Officers' Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Milford to be affixed this Twenty-Seventh day of April in the Year of our Lord Two Thousand and Fifteen.

Mayor Bryan W. Shupe

Attest _____

City Clerk Teresa K. Hudson

PORTABLE CHANGEABLE MESSAGE SIGNS

PRIOR TO DETOUR
(10 DAYS PRIOR TO BEGINNING OF DETOUR)

PCMS-1

NB US113 RAMP TO NB DE 1

TO CLOSE STARTING XX/XXXX

DURING DETOUR
(DISPLAY FOR DURATION OF DETOUR)

PCMS-2

NB US113 CLOSED AT DE 1

FOLLOW DETOUR

DURING DETOUR
(DISPLAY FOR DURATION OF DETOUR)

PCMS-3

THRU TRUCKS TO DE 1

MUST FOLLOW DETOUR

SPECIAL SIGNS

*ROUTE SHIELDS-WHITE BACKGROUND; BLACK LEGEND

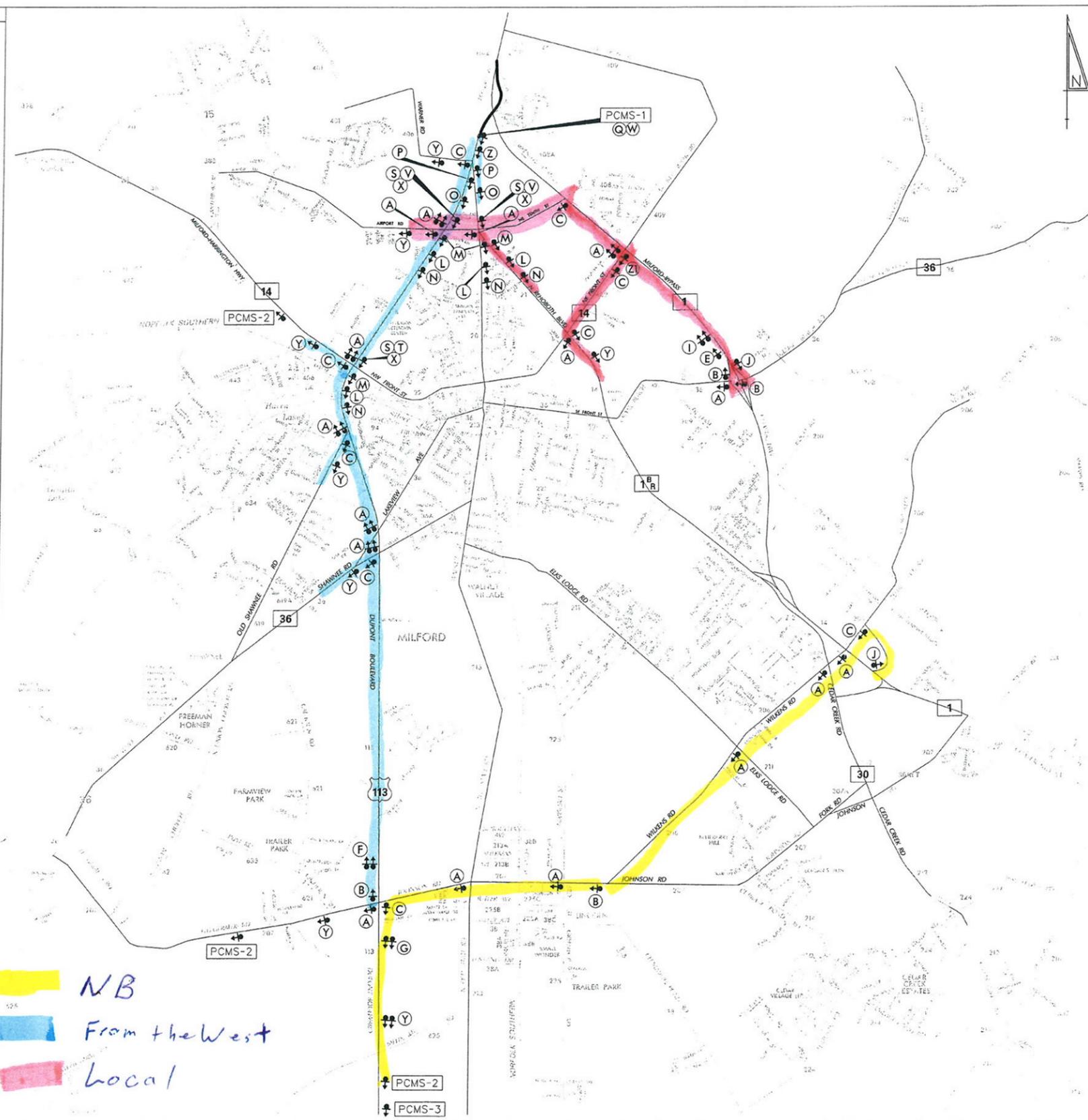
Y

Z

*D/G RETROREFLECTIVE FLUORESCENT ORANGE BACKGROUND; BLACK LEGEND

WHITE BACKGROUND; BLACK LEGEND

Z1



LEGEND

*ROUTE SHIELDS-WHITE BACKGROUND; BLACK LEGEND

A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X

- GENERAL NOTES**
- ALL DETOUR SIGNING, INCLUDING TRAILBLAZERS, ARE TO BE SUPPLIED AND MAINTAINED BY THE GENERAL CONTRACTOR IN COMPLIANCE WITH "THE DELAWARE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (DE MUTCD).
 - THE CONTRACTOR SHALL COMPLY WITH GUIDELINES IN "THE DELAWARE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (DE MUTCD PART 6) FOR BARRICADES AND SIGNS (AS PER LATEST REVISION.)
 - DESIGN OF ALL SIGNS SHALL BE IN ACCORDANCE WITH THE FHWA STANDARD HIGHWAY SIGNS BOOK.
 - SIZES OF ALL SIGNS SHALL BE IN ACCORDANCE WITH "THE DELAWARE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (DE MUTCD). SIZE OF SIGN SHALL BE BASED ON TYPE OF ROADWAY ON WHICH THE SIGN IS INSTALLED.
 - THE COLORS, DIMENSIONS, AND CHARACTERISTICS OF ALL INTERSTATE, U.S. ROUTE, AND STATE ROUTE SHIELD SIGNS SHALL BE IN ACCORDANCE WITH SECTION 2D.11 OF "THE DELAWARE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (DE MUTCD).
 - SIGNS NO LONGER IN USE SHALL BE COMPLETELY COVERED WITH NO RETROREFLECTIVE MATERIAL SHOWING, OR SHALL BE REMOVED, AS DIRECTED BY THE ENGINEER.
 - FIELD CONDITIONS MAY DICTATE CHANGES AT SOME TIME DURING THE LIFE OF THE CONTRACT. IN THE EVENT OF OMISSIONS OR CORRECTIONS, THE SIGNING PROVISIONS OF "THE DELAWARE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (DE MUTCD) WILL PREVAIL.
 - SIGNS "N" THROUGH "O" AND "T" AND "V" THE WORD "ROAD" SHOULD BE CHANGED TO "RAMP", "RR XING", OR "BRIDGE" WHERE APPLICABLE.
 - WARNING SIGNS AND DETOUR TRAILBLAZERS SHALL BE MOUNTED ON BREAKAWAY POSTS AND HAVE RETROREFLECTIVE FLUORESCENT ORANGE SHEETING.
 - "W" BARRICADES SHALL COMPLETELY RUN THE FULL WIDTH OF THE ROADWAY.
 - BARRICADES SHALL BE A MINIMUM OF 6 FEET WIDE UNLESS DIRECTED BY THE ENGINEER.

RECOMMENDED *[Signature]* DATE: 4/19/2015

RECOMMENDED *[Signature]* DATE: 4-20-15

RECOMMENDED _____ DATE: _____

APPROVED CHIEF SAFETY OFFICER *[Signature]* DATE: 4-20-15

APPROVED TRAFFIC ENGINEER *[Signature]* DATE: 4/20/2015

CONTRACT	ROAD NO.	K8	VEHICULAR DETOUR PLAN	SHEET NO.
TXXXXXXX	DESIGNED BY:	MFR		1
COUNTY	CHECKED BY:	ASW		TOTAL SHTS.
KENT				3

DELAWARE DEPARTMENT OF TRANSPORTATION

NOT TO SCALE

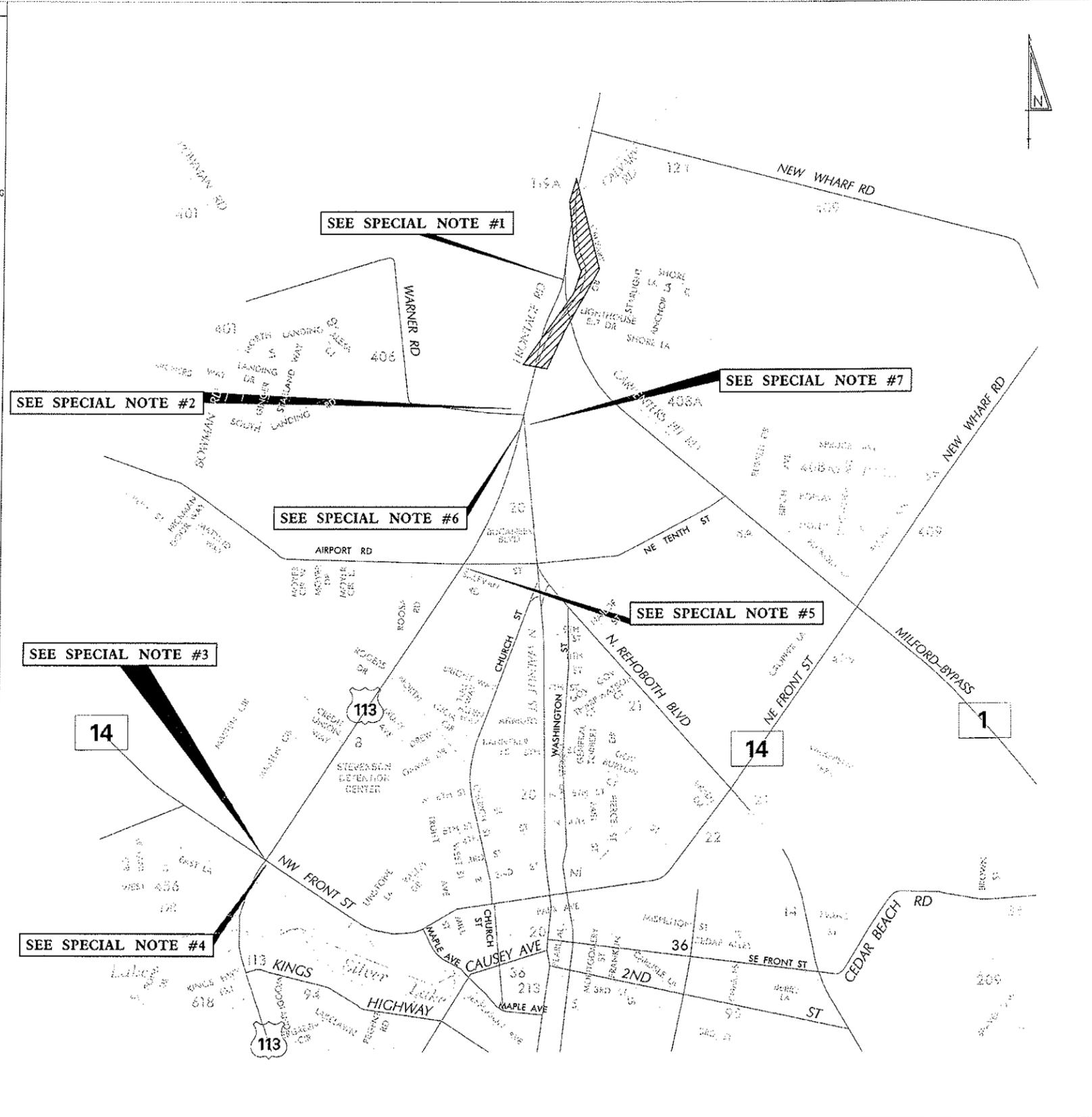
BR 2-008J ON NB US 113 OVER DE 1

US 113 NB BRIDGE TO NB DE 1

SPECIAL NOTES

1. SB DE 1 RAMP TO SB US 113 - SHIFT TRAFFIC FROM THE LEFT LANE TO THE RIGHT LANE AT THE BEGINNING OF THE RIGHT ADD LANE USING TA-11B FROM THE DE-MUTCD. SHIFT WILL PROVIDE A DEDICATED SB LEFT LANE TO FACILITATE THE NB US 113 U-TURN MOVEMENT.
2. CONTRACTOR SHALL CLOSE INTERIOR EB LEFT TURN LANE USING APPROVED TEMPORARY TRAFFIC CONTROL DEVICES.
3. CONTRACTOR SHALL CLOSE INTERIOR EB LEFT TURN LANE USING APPROVED TEMPORARY TRAFFIC CONTROL DEVICES.
4. CONTRACTOR SHALL CLOSE LEFT LANE NB US 113 SOUTH OF DE 14 USING TA-33. CONTRACTOR TO PROVIDE POCKET FOR ACCESS TO LEFT TURN TO DE 14 WEST. LANE CLOSURE SHALL EXTEND TO THE BEGINNING OF THE NEXT LEFT TURN LANE NORTH OF DE 14.
5. CONTRACTOR SHALL CLOSE LEFT LANE NB US 113 SOUTH OF AIRPORT RD USING A MODIFIED TA-33. CONTRACTOR TO PROVIDE POCKET FOR ACCESS TO LEFT TURN AT AIRPORT RD. LANE CLOSURE SHALL EXTEND TO THE BEGINNING OF THE LEFT TURN LANE NORTH OF AIRPORT RD.
6. CONTRACTOR SHALL CLOSE LEFT LANE NB US 113 SOUTH OF WARNER RD USING TA-33 FROM THE DE-MUTCD. LANE CLOSURE SHALL EXTEND TO THE CLOSURE POINT WHILE PROVIDING POCKETS FOR LEFT AND U-TURN MOVEMENTS WITHIN THE LANE CLOSURE.
7. CONTRACTOR SHALL COMPLETELY CLOSE NB RIGHT LANE OF REHOBOTH BLVD AT US 113 USING APPROVED TEMPORARY TRAFFIC CONTROL DEVICES.

LEGEND



GENERAL NOTES

1. ALL DETOUR SIGNING, INCLUDING TRAILBLAZERS, ARE TO BE SUPPLIED AND MAINTAINED BY THE GENERAL CONTRACTOR IN COMPLIANCE WITH "THE DELAWARE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (DE MUTCD).
2. THE CONTRACTOR SHALL COMPLY WITH GUIDELINES IN "THE DELAWARE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (DE MUTCD PART 6) FOR BARRICADES AND SIGNS (AS PER LATEST REVISION.)
3. DESIGN OF ALL SIGNS SHALL BE IN ACCORDANCE WITH THE FHWA STANDARD HIGHWAY SIGNS BOOK.
4. SIZES OF ALL SIGNS SHALL BE IN ACCORDANCE WITH "THE DELAWARE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (DE MUTCD.) SIZE OF SIGN SHALL BE BASED ON TYPE OF ROADWAY ON WHICH THE SIGN IS INSTALLED.
5. THE COLORS, DIMENSIONS, AND CHARACTERISTICS OF ALL INTERSTATE, U.S. ROUTE, AND STATE ROUTE SHIELD SIGNS SHALL BE IN ACCORDANCE WITH SECTION 20.11 OF "THE DELAWARE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (DE MUTCD.)
6. SIGNS NO LONGER IN USE SHALL BE COMPLETELY COVERED WITH NO RETROREFLECTIVE MATERIAL SHOWING, OR SHALL BE REMOVED, AS DIRECTED BY THE ENGINEER.
7. FIELD CONDITIONS MAY DICTATE CHANGES AT SOME TIME DURING THE LIFE OF THE CONTRACT. IN THE EVENT OF OMISSIONS OR CORRECTIONS, THE SIGNING PROVISIONS OF "THE DELAWARE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (DE MUTCD) WILL PREVAIL.
8. SIGNS "N" THROUGH "Q" AND "T" AND "V", THE WORD "ROAD" SHOULD BE CHANGED TO "RAMP", "RR XING", OR "BRIDGE" WHERE APPLICABLE.
9. WARNING SIGNS AND DETOUR TRAILBLAZERS SHALL BE MOUNTED ON BREAKAWAY POSTS AND HAVE RETROREFLECTIVE FLUORESCENT ORANGE SHEETING.
10. "W" BARRICADES SHALL COMPLETELY RUN THE FULL WIDTH OF THE ROADWAY.
11. BARRICADES SHALL BE A MINIMUM OF 6 FEET WIDE UNLESS DIRECTED BY THE ENGINEER.

RECOMMENDED _____ DATE: _____

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RECOMMENDED _____ DATE: _____

APPROVED CHIEF SAFETY OFFICER *[Signature]* DATE: 4-20-15

APPROVED TRAFFIC ENGINEER *[Signature]* DATE: 4/20/15



ADDENDUM / REVISIONS

NOT TO SCALE

BR 2-008J ON NB US 113 OVER DE 1

CONTRACT	ROAD NO.	K8
XXXXXXXXXX	DESIGNED BY:	
COUNTY	CHECKED BY:	
KENT		

MOT PLAN
US 113 NB BRIDGE
TO NB DE 1

SHEET NO.	3
TOTAL SHTS.	3

PORTABLE CHANGEABLE MESSAGE SIGNS

PRIOR TO DETOUR
(10 DAYS PRIOR TO BEGINNING OF DETOUR)

PCMS-1

DE 14 CROSS-OVER

TO CLOSE STARTING XX/XXXX

DURING DETOUR
(DISPLAY FOR 5 DAYS AFTER IMPLEMENTATION OF DETOUR)

PCMS-2

WB DE 14 CLOSED AT DE 1

FOLLOW DETOUR

DURING DETOUR
(DISPLAY FOR DURATION OF DETOUR)

PCMS-3

TO DE 1 NORTH

FOLLOW DETOUR

SPECIAL SIGNS

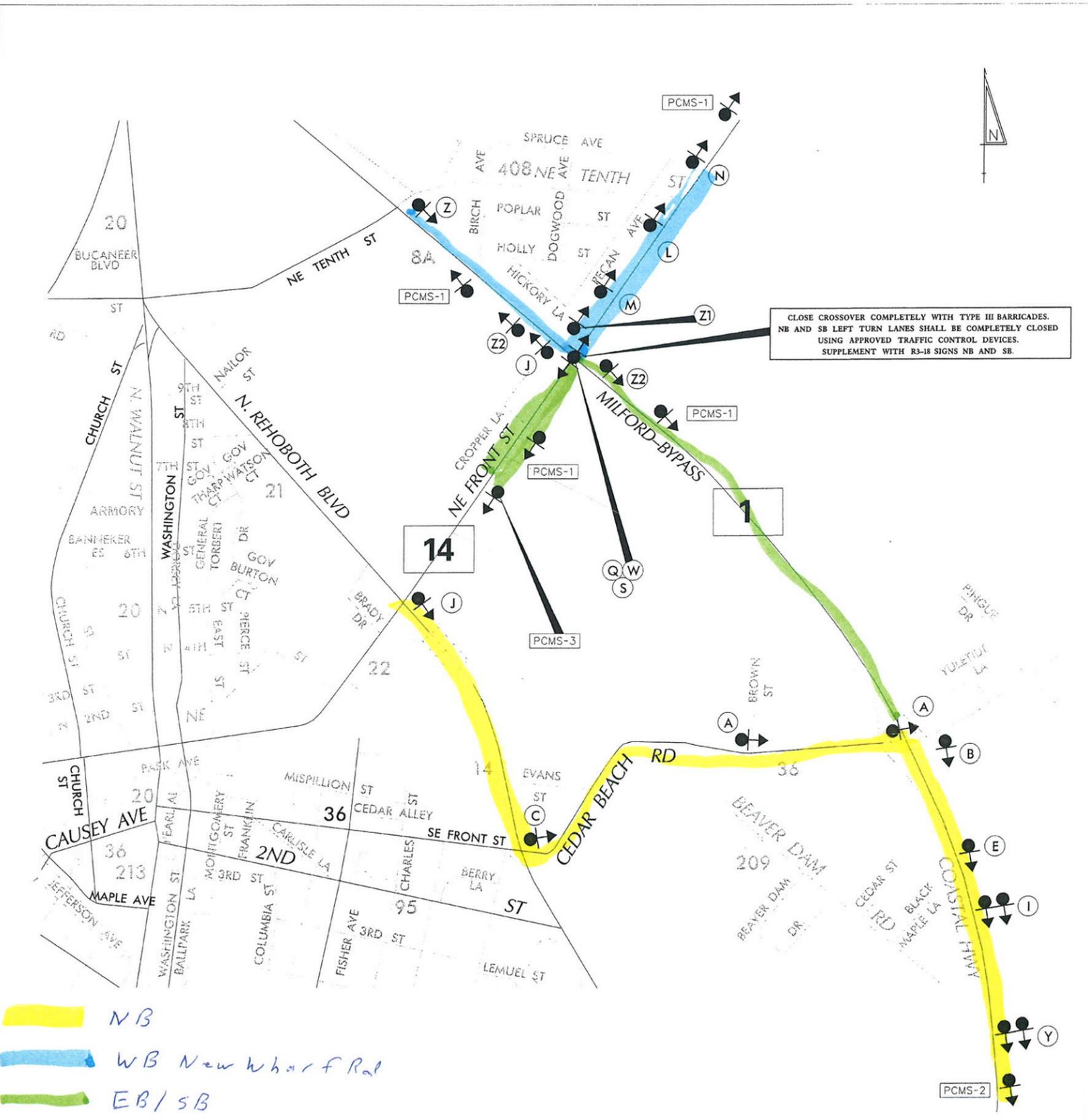
***ROUTE SHIELDS-WHITE BACKGROUND; BLACK LEGEND**

***DG RETROREFLECTIVE FLUORESCENT ORANGE BACKGROUND; BLACK LEGEND**

WHITE BACKGROUND; BLACK LEGEND

WHITE BACKGROUND; BLACK & RED LEGEND

*MOUNT IN MEDIAN (NB & SB)



LEGEND

***ROUTE SHIELDS-WHITE BACKGROUND; BLACK LEGEND**

A-D: Detour route shields (14) with arrows for various directions.

E-H: Detour route shields (14) with arrows for various directions.

I-L: Detour route shields (14) with arrows for various directions.

M-P: Road closed shields (500 FT, 1000 FT, 500 FT).

Q: Road closed shield.

R: Detour shield (left arrow).

S: Detour shield (right arrow).

T: Road closed shield (local traffic only).

U: Bridge out shield (local traffic only).

V: Road closed shield (thru traffic).

W: Barricade symbol.

X: Barricade symbol.

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RECOMMENDED *M. J. [Signature]* DATE: 4/20/15

RECOMMENDED _____ DATE: _____

RECOMMENDED _____ DATE: _____

APPROVED CHIEF SAFETY OFFICER *L. J. [Signature]* DATE: 4-20-15

APPROVED TRAFFIC ENGINEER *[Signature]* DATE: 4/20/2015

DELAWARE DEPARTMENT OF TRANSPORTATION	ADDENDUM / REVISIONS	NOT TO SCALE	BR 2-008J ON NB US 113 OVER DE 1	CONTRACT	ROAD NO.	K409	VEHICULAR DETOUR PLAN	SHEET NO.
				TXXXXXXXXXX	DESIGNED BY: MFR			2
				COUNTY	CHECKED BY: ASW			TOTAL SHTS.
				KENT				3

TRASH CAN

TO; MAYOR CITY OF MILFORD

APRIL 21, 2015

MEMBERS OF THE CITY COUNCIL
CITY OF MILFORD , DELAWARE 19963

SUBJECT ; ADDITIONAL YARD WASTE CONTAINER
ACCOUNT # 29165-12530\SERVICE ADDRESS 15 W THRUSH DR

SEVERAL YEARS AGO THE CITY OF MILFORD PASSED AN ORDINANCE AND PROVIDED EVERY HOME OWNER , THAT REQUESTED , A TRASH CAN FOR THE PURPOSE OF YARD WASTE REMOVAL.

HOMEOWNERS WERE RESTRICTED IN THE SENSE THAT ALL THIS WASTE HAD TO BE IN THE CAN ITSELF.

THOSE HOME OWNERS WHO GARDENED, OR HAD NEED OF AN ADDITIONAL CAN , WERE SPECIFICALLY INFORMED THAT THEY COULD PURCHASE AN ADDITIONAL CAN AT THE PRICE OF SIXTY DOLLARS FOR USE OF DISPOSING THIS YARD WASTE.

IN FACT, THIS WAS A COMMITMENT BETWEEN THE CITY OF MILFORD, DELAWARE , AND THE HOME OWNER AS IT WAS A ONE TIME FEE, PAID BY THE HOMEOWNER TO THE CITY , FOR THIS RIGHT AND PRIVILEGE. NOW THE CITY WANTS TO CREDIT ME AND ALL OTHERS INVOLVED IN THIS " CONTRACT" WITH A REFUNDING OF THE PRICE PAID FOR THIS YARD WASTE CONTAINER , ALONG WITH THE RIGHTS TO PLACE AT CURBSIDE , YARD WASTE THAT NEEDS TO BE DISPOSED . AS REQUIRED BY THE CITY. I WISH TO PROTEST THIS AGREEMENT AS I PAID MY MONEY IN GOOD FAITH AS I TRUSTED THE CITY TO LIVE UP TO ITS END OF AN AGREEMENT WITH ALL OF ITS CITIZENS. IN THIS MATTER.

NOW I AM FACED WITH A DFFICULT CHOICE TO , USING YOUR WORDS, 'TERMINATE THE ADDITIONAL CONTAINER I CURRENTLY HAVE' OR, YOU INTEND TO CHARGE ME WITH A NEW ADDITIONAL , MONTHLY YARD WASTE SERVICE.

I DO NOT WISH TO TERMINATE THE UNDERSTANDING AND AGREEMENT WITH THE CITY IN WHICH I PAID FOR THE ADDITIONAL YARD WASTE

TRASH CAN

CONTAINER,

NOR DO I WISH TO BE ENGAGED IN A NEW MONTHLY YARD WASTE PROPOSAL THAT YOU INDICATE IN YOUR LETTER TO ME.

SINCE I AM A GARDENER, HAVE A NEAT AND PLEASING TO THE EYE LANDSCAPPING, I WANT TO MAKE YOU REALIZE I DID THIS FOR THE PURPOSE OF ENHANCING MY PROPERTY, MY NEIGHBORS PROPERTY, AND TO ENHANCE THE BEAUTY OF THE CITY ITSELF.

I BELIEVE, A NEAT, CLEAN, HOUSING THAT REFLECTS A FEELING OF OTHERS TO MOVE TO MILFORD IS TO THE CITIES OVERALL BENEFIT. TO THIS END, I DO MY BEST.

NOW I AM FORCED TO DESTROY MY PLANTINGS AND GARDENS THAT I THOUGHT,

AS DO MANY OTHERS, TO CONFORM TO A DECISION OF THE CITY COUNCIL TO MANDATE THAT IF IT WILL NOT FIT INTO THE CONTAINER, PICKED UP EVERY TWO WEEKS I AM FORCED TO EITHER PAY ADDITIONAL FUNDS EVERY MONTH TO THE CITY AS ORDERED, OR FACE THE PENALTY OF NOT HAVING A METHOD OF DISPOSING THIS YARD WASTE, AS USAGE OF THE ADDITIONAL CAN I HAD PURCHASED FROM YOU FOR THIS VERY PURPOSE.

I WILL NOT PAY EXTRA MONEY FOR A BASIC CITY SERVICE TO ENHANCE THE

QUALITY OF LIFE IN THIS CITY, AND WISH TO EXPRESS THE VIEW THAT THIS SITUATION IS NOT BEING HANDLED WITH THE THOUGHTS OF THE BEST INTEREST OF THE CITY TO MAINTAIN A QUALITY OF LIFE THAT I HAS THOUGHT WAS UTILIZED IN THE BASIC, OPERATIONS OF CITY SERVICES.

YOU REALIZE THAT YOU SEND A MESSAGE TO THE PUBLIC THAT THEY ARE NOT WELCOME TO MILFORD, TO HAVE HOME OWNERS CREATE LANDSCAOING

THAT IS BEAUTYFULL OR PLEASING TO THE EYE, UNLESS IT FITS INTO A SINGLE CONTAINER, KNOWING FULL WELL, THAT GRASS CUTTINGS IS BELIEVED

BY MANY, TO SMOTHER THE LAWN, CREATING THATCH WHICH MUST THEN BE

REMOVED, AND PREVENTS CUTTING AND SHAPING PLANTS SUCH AS ROSES AND BUSHES.

I ASK THAT YOU REVIEW YOUR DECISION AS IT PERTAINS TO THIS EXTRA

TRASH CAN

DOLLAR CHARGE THAT IS PAID BY HOMEOWNERS IF THEY REALLY HAVE,
IN THEIR MIND, A NEED FOR TWO CANS, WHICH THEY PAID AN EXTRA
SIXTY

DOLLARS TO COVER THE COST OF THE CAN ITSELF.

BUT I REFUSE FOR ANY, AND ALL REASONS, TO PAY THIS MANDATTED
SPECIFIC, FEE.

RESPECTFULLY

Paul Goldstein

PAUL GOLDSTEIN
15 WEST THRUSH DRIVE
MILFORD DELAWARE 19963
302 422 2579



Sussex County Association of Towns

P.O. Box 589 Georgetown, DE 19947

MEETING NOTICE

- Town of Bethany Beach*
- Town of Bethel*
- Town of Blades*
- Town of Bridgeville*
- Town of Dagsboro*
- Town of Delmar*
- Town of Dewey Beach*
- Town of Ellendale*
- Town of Fenwick Island*
- Town of Frankford*
- Town of Georgetown*
- Town of Greenwood*
- Town of Henlopen Acres*
- Town of Laurel*
- City of Lewes*
- City of Milford*
- Town of Millsboro*
- Town of Millville*
- Town of Milton*
- Town of Ocean View*
- City of Rehoboth Beach*
- City of Seaford*
- Town of Selbyville*
- Town of Slaughter Beach*
- Town of South Bethany*
- Sussex County Council*

LOCATION: Bear Trap Dunes
7 Clubhouse Drive, Ocean View

DATE: Wednesday, May 6, 2015

TIME: 6:00 p.m. – Social
6:30 p.m. – Dinner

HOST: Town of South Bethany

SPEAKER: Jamie Nutter, Esq., SCAT’s Lobbyist
Legislative Update

COST: \$25.00

MENU:

Fresh Fruit, Assorted Cheeses & Crackers
Salad Greens with House Dressing
Chicken with pesto marinated, sun dried tomato veloute
Bourbon Salmon pan seared with bourbon glazed
Jasmine Rice
Haricot Verts (green beans)
Ice Cream Bar

For reservations, please call Dee Burbage at the Town of South Bethany at 539-3653, ext. 218, no later than MONDAY, APRIL 27TH.

Please make checks payable to the Town of South Bethany – checks can be presented at the door or mailed in advance to:

Town of South Bethany
402 Evergreen Road
South Bethany, DE 19930

Chapter 57 - PLANNING COMMISSION

[HISTORY: Adopted by the City Council of the City of Milford 11-14-1967. Amendments noted where applicable.]

GENERAL REFERENCES qc

Subdivision of land — See Ch. 200 .	Zoning — See Ch. 230 .
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§ 57-1. - Establishment.

There is hereby established, pursuant to 22 Del. C. § 701 et seq., the Milford Planning Commission.

§ 57-2. - Membership; terms of office.

The Commission shall consist of nine members to be appointed by the Council. The term of each member so appointed and confirmed shall be for three years, except that of the members first appointed, three shall be appointed to a term of three years, three shall be appointed to a term of two years and three shall be appointed to a term of one year.

§ 57-3. - Removal; vacancies.

Any member of the Planning Commission may be removed for cause, after a public hearing, by the Mayor with the approval of the City Council. A vacancy occurring otherwise than by expiration of term shall be filled for the unexpired term in the same manner as an original appointment.

§ 57-4. - Ex officio members.

The Mayor and City Manager shall be ex officio members of the Planning Commission and may exercise all of the powers of the regular members; provided, however, that an ex officio member may not hold an office on the Commission and shall have no right to vote on matters coming before the Commission.

§ 57-5. - Salaries and compensation.

All members of the Commission shall serve without compensation but may be reimbursed for actual expenses incurred in connection with their official duties.

§ 57-6. - Officers; staff; custodian of records.

The Commission shall elect annually a Chairman and Secretary from among its own number and may employ experts, clerical help and other assistants. The Commission may appoint a custodian of its Comprehensive Plan and records, who may be the City Manager or other employee of the Council.

§ 57-7. - Rules of procedure; meetings; records.

The Commission shall adopt its own rules of procedure and determine the times of its meetings and methods of notice thereof. All meetings of the Commission at which any official action is taken shall be open to the public, and all records of the Commission shall be public records.

§ 57-8. - Powers and duties; reports.

[Amended 2-13-1968]

The Milford Planning Commission shall have all the powers and authority vested in municipal planning commissions under the provisions of Title 22, Delaware Code, Chapter 7, subject to the same conditions and limitations set forth therein at the effective date of this chapter. The Planning Commission shall report at each monthly meeting of the Council and shall present copies of its minutes of the preceding month.

- **ARTICLE VII - Board of Adjustment**
- **§ 230-27. - Powers and duties.**

The Board of Adjustment shall have the following powers:

A. The Board of Adjustment shall hear and decide appeals where it is alleged that there is error in any order, requirement, decision or determination made in the administration of this chapter.

B. The Board of Adjustment shall authorize, upon appeal in specific cases, such variances from the terms of this chapter as will not be contrary to the public interest where, due to special conditions, a literal enforcement of the provisions of the chapter will result in unnecessary hardship or exceptional practical difficulties and so that the spirit of the chapter shall be observed and substantial justice done.

C. The Board of Adjustment shall have original jurisdiction and powers to grant a permit for a special exception use only under the terms and conditions established by this chapter, under the following stipulations and guiding principles:

(1) The use for which application is being made is specifically authorized as a special exception use for the zone in which it is located.

(2) The design, arrangement and nature of the particular use is such that the public health, safety and welfare will be protected and reasonable consideration is afforded to the:

(a) Character of the neighborhood.

(b) Conservation of property values.

(c) Health and safety of residents and workers on adjacent properties and in the surrounding neighborhood.

(d) Potential congestion of vehicle traffic or creation of undue hazard.

(e) Stated principles and objectives of this chapter and the Comprehensive Master Plan of the City of Milford.

D. The Board of Adjustment shall have the responsibility for the interpretation of this chapter.

- **§ 230-28. - Authority.**

In exercising its powers the Board may, in conformity with this chapter, reverse or affirm, wholly or partly, or may modify the order, requirement, decision or determination appealed from and make such order, requirement, decision or determination as ought to be made in the administration and enforcement of this chapter. Any order, requirement, decision or determination of the Board which requires or permits a specific act to be undertaken shall, as a condition, prescribe a reasonable time limit within which such act shall be completed, if applicable.

- **§ 230-29. - Appeals.**

Appeals to the Board may be taken by any person aggrieved or by any other officer, department, board or commission of the City of Milford affected by a decision of the Code Official of the City of Milford in the administration of this chapter. Such appeal shall be taken within 30 days of the aggrieved decision

by filing with the Code Official a letter of appeal specifying the reason for appeal. The Chairman shall transmit to the Board all the papers constituting the record upon which the action appealed was taken.

- **§ 230-30. - Filing fee.**

A filing fee shall accompany each appeal to help offset the cost of the hearing. Said filing fee is set forth in [§ 230-57](#).⁶ [1](#)

- **§ 230-31. - Effect of appeal upon proceedings.**

An appeal shall stay all proceedings in furtherance of the action appealed from, unless the officer from whom the appeal is taken certifies, after the notice of appeal is filed with him, that, by reason of facts stated in the certificate, a stay would, in his opinion, cause imminent peril to life or property. In such cases, proceedings shall not be stayed other than by a restraining order, which may be granted by the Board or by a court of record on application on notice to the Code Official for due cause shown.

- **§ 230-32. - Hearing.**

The Board of Adjustment shall fix a reasonable time for the hearing of the appeal, give public notice as well as due notice to the parties of interest and notify by mail the registered owners of all property within 200 feet of the property upon which the appeal centers. The appeal shall be decided within a reasonable time not to exceed 60 days from the date of the filing of such appeal. Failure of the Board to decide within sixty days shall constitute denial. Upon the hearing, any party may appear in person, by agent or by attorney, provided that said agent or attorney produces authorization from his principal for acting in such a capacity.

- **§ 230-33. - Petition to court.**

Any person or persons jointly or severally aggrieved by any decision of the Board or any taxpayer or any officer, department, board or commission of the City of Milford may present to a court of record a petition duly verified setting forth that such decision is illegal, in whole or in part, and specifying the grounds for the illegality. Such petition shall be presented to the court within 30 days after the filing of the decision. The court may allow a writ of certiorari directed to the Board to review such decision of the Board and shall prescribe the time within which a return must be made and served upon the petitioner attorney, which shall not be less than 10 days and may be extended by the court. The allowance of the writ shall not stay proceedings upon the decision appealed from, but the court may, upon application or notice to the Board and on due cause shown, grant a restraining order.

- **§ 230-34. - Duties in case of writ of certiorari.**

The Board shall not be required to return the original papers acted upon by it, but it shall be sufficient to return certified or sworn copies of such portions as may be called for such writ. The return shall concisely set forth such other facts as may be pertinent and material to show the grounds of the decision appealed from and shall be verified.

- **§ 230-35. - Composition and terms of office.**

The Board of Adjustment shall be established as provided in 22 Del. C. § 322(d).

[Ord. No. 2009-13, §§ 1, 2, 7-27-2009]

Editor's note— Ord. No. 2009-13, §§ 1, 2, adopted July 27, 2009, changed the title of § 230-35 from membership to composition and terms of office.

- **§ 230-36. - Making and adopting rules.**

The Board of Adjustment shall make and adopt rules in accordance with the provisions of this chapter.

- **§ 230-37. - Meetings.**

Meetings of the Board shall be held at the call of the Chairman and at such other times as the Board may determine. The Chairman or, in his/her absence, the Acting Chairman may administer oaths and compel the attendance of witnesses. All meetings of the Board shall be open to the public, and the Board shall keep minutes of its proceedings showing the vote of each member upon each question or, if absent or failing to vote, indicating such fact and shall keep records of its examination and other official actions, all of which shall be immediately filed in the City Hall and shall be a public record.

- **§ 230-38. - Referrals to Planning Commission.**

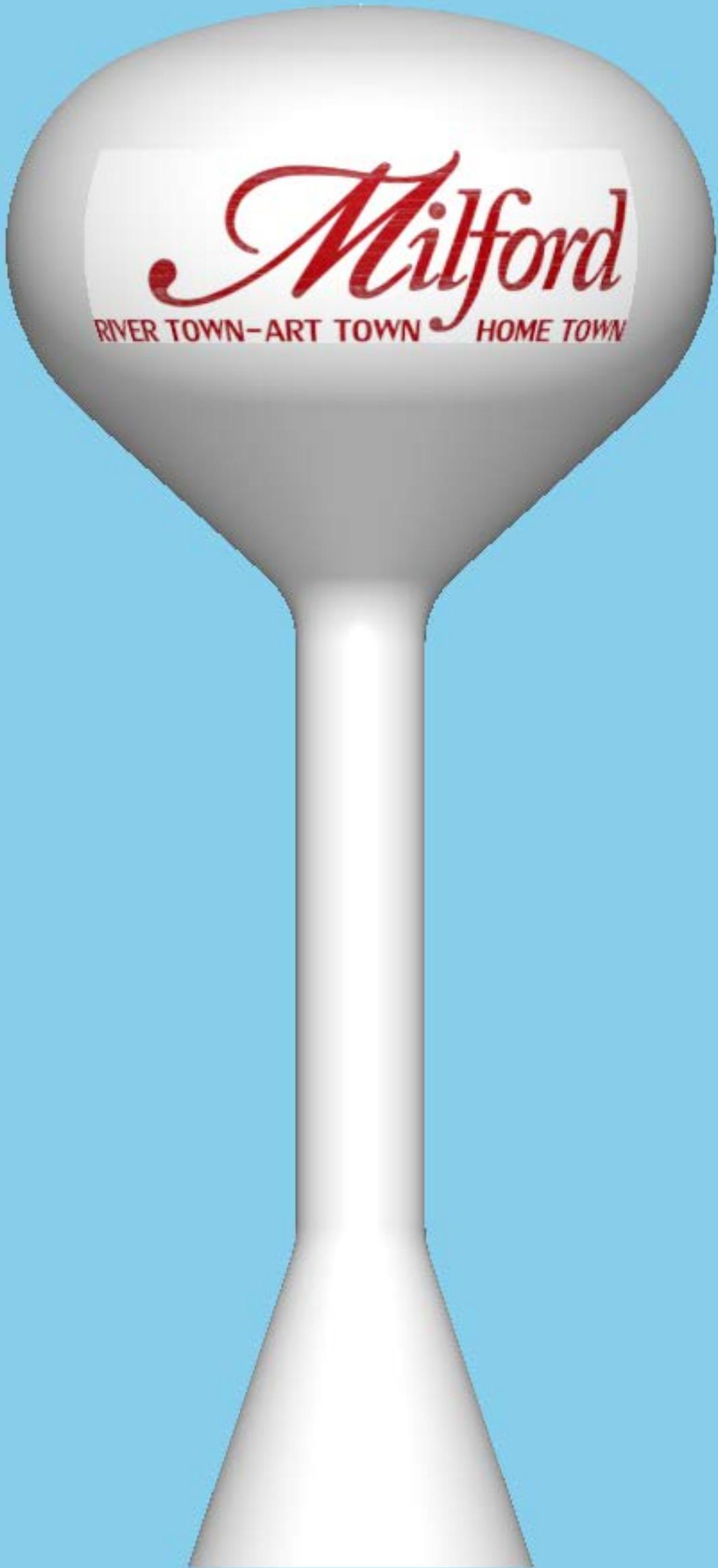
The Board may refer to the Planning Commission any applications or appeals for the Planning Commission's review and recommendation.

- First State Manufacturing/City of Milford Land Sale/Exchange

The City of Milford and First State Manufacturing Inc., have been discussing a possible land exchange for several months. Recently I reviewed the appraisals of the underlying parcels, the associated survey plats and the agreement between First State Manufacturing Inc. and the Little League. Based on the appraisal the only route forward under Del Code is the sale of Lot 13B in the Independence Commons Office Complex for \$40,000 plus part of First State Manufacturing's property on SE 4th Street.

The parties could enter into an extended sales agreement with a non-extendable settlement date on or before May 1, 2018. The understanding being this would allow First State Manufacturing to obtain bank financing of the lot purchase/exchange at the time they seek funding for the improvements on the lot in the Independence Commons Office Complex.

I requested Mr. Hitchens from First State Manufacturing to seek the concurrence of this arrangement in principle from their lender before approaching City Council for a vote. Once the bank concurrence is in hand the City Solicitor and I can prepare an agreement for Council's consideration and possible approval.



Milford

RIVER TOWN-ART TOWN HOME TOWN

Milford

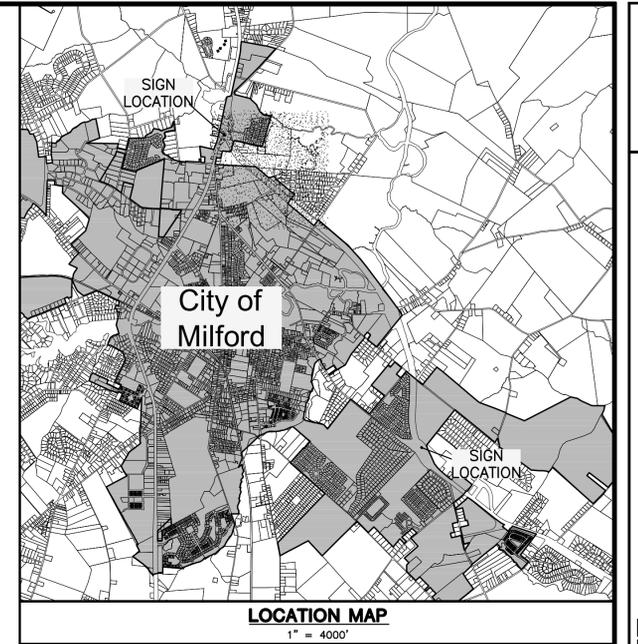
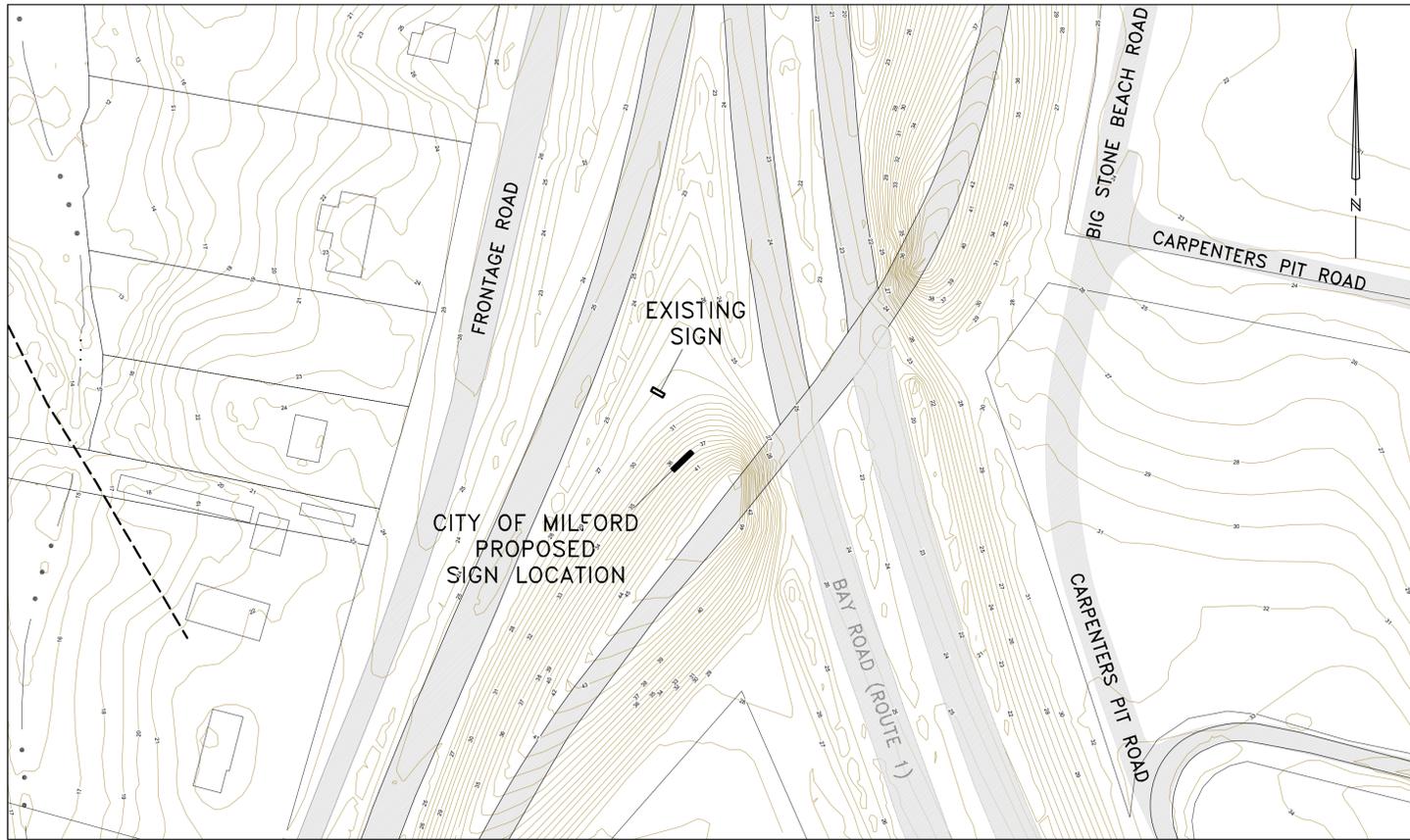
RIVER TOWN-ART TOWN HOME TOWN

A white water bottle with a red logo. The logo features the word "Milford" in a large, elegant script font. Below it, the words "RIVER TOWN", "ART TOWN", and "HOME TOWN" are stacked in a smaller, sans-serif font. The bottle has a wide, rounded top and a narrow, tapered bottom.

Milford
RIVER TOWN
ART TOWN
HOME TOWN

Milford
RIVER TOWN
ART TOWN
HOME TOWN

Funding Source-Customer Service Center



DAVIS, BOWEN & FRIEDEL, INC.
ARCHITECTS, ENGINEERS & SURVEYORS
SALISBURY, MARYLAND (410) 545-9891
MILFORD, DELAWARE (302) 424-1441



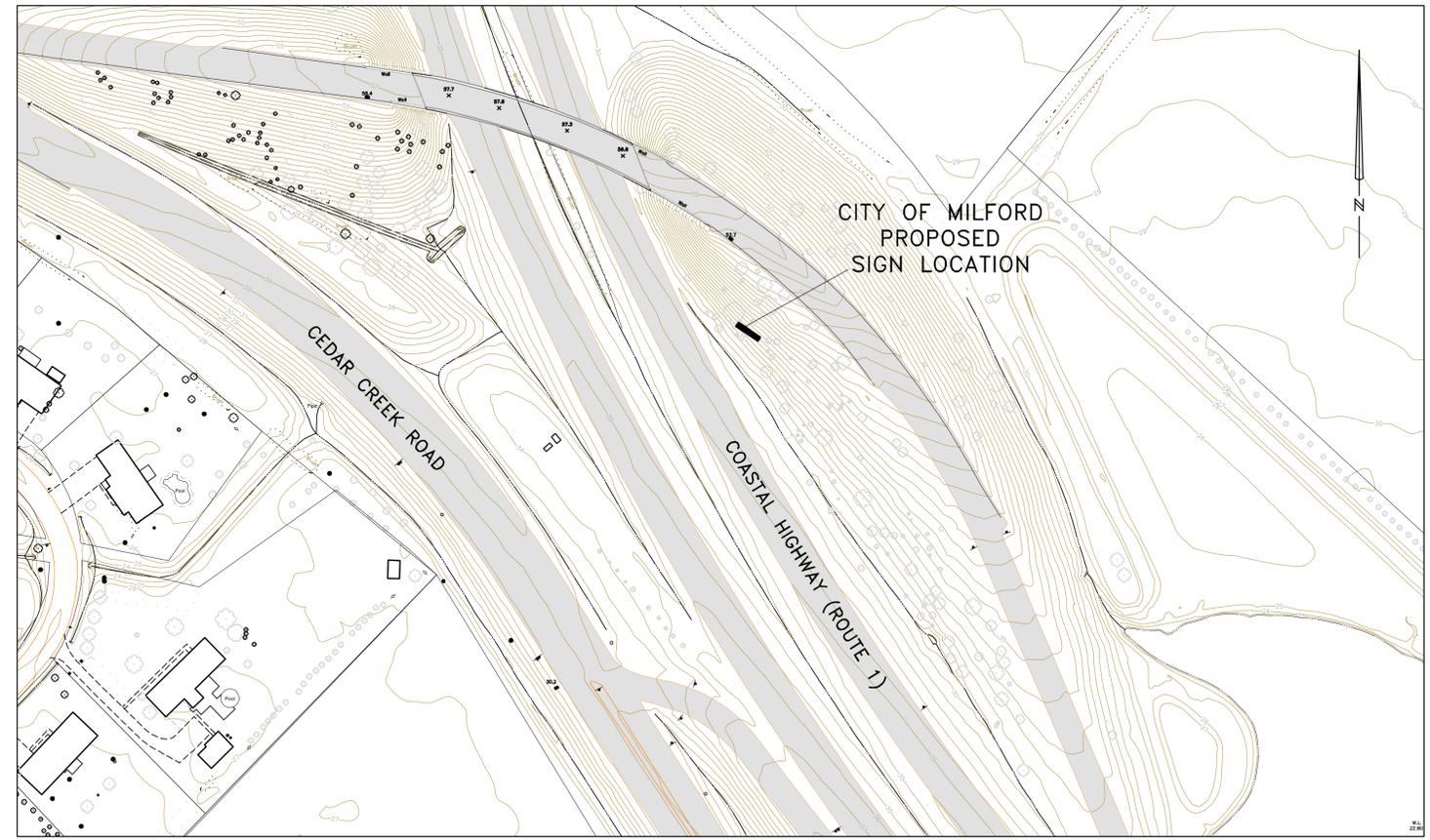
Sign Plan

MILFORD DIRECTIONAL SIGN LOCATIONS
CITY OF MILFORD
KENT & SUSSEX COUNTY, DELAWARE

Date: APRIL 2015
Scale: 1" = 80'
Dwn.By: JMU
Proj.No.: 052A019
Dwg.No.:



TOTAL SIGN AREA = 150 SQFT.



- Approval of Tyler Technologies, Inc. Annual Contract Amendment

The City of Milford selected Tyler Technologies, Inc. in 2009 and executed an original agreement for the provision of Universal Appraisal and Support services on July 21, 2009. Said agreement has a clause for additional for additional time and material services under Article 23 which has been used in the past.

Under this arrangement Tyler Technologies, Inc. provides commercial use field work, building permit assistance, along with the fiscal year 2016 interim year valuation updates associated with new construction or existing building improvements. In addition they perform other related tasks such as requested appeal hearings. It does NOT include the continuation of a 10% reassessment of the City’s overall property base. By keeping up with the changes, as they occur, the City should be able to perform the 10-year reassessment in 2022 at a reasonable cost. Since we are dealing with a reduced scope I requested the amendment to be capped with a not to exceed clause.

In addition the Tyler Technologies, Inc. contract contains a provision under Article 26 for UNIVERS and LANDISC continued support services. This software maintenance expense started out at \$5,700.00 per year but has increased since then.

In summary the Manager requests approval of the amendment’s per diem rate of \$685 per day, for all hourly services provided by Tyler’s staff not to exceed \$10,000.00 without further Council approval and approval of software maintenance costs not to exceed \$6,500.00.

TYLER TECHNOLOGIES HISTORICAL ACTIVITY

Year	Software Maintenance	Assessment Services	TOTAL
FY08	\$ 5,000	\$ 3,839	\$ 8,839
FY09	\$ 5,600	\$ 850	\$ 6,450
FY10	\$ 5,700	\$ -	\$ 5,700
FY11	\$ 5,800	\$ 2,200	\$ 8,000
FY12	\$ 5,600	\$ 257,280	\$ 262,880
FY13	\$ 5,700	\$ 42,405	\$ 48,105
FY14	\$ 6,200	\$ 17,125	\$ 23,325
FY15	\$ -	\$ 9,590	\$ 9,590

Additional Services Addendum

This Additional Services Addendum ("Addendum") is made by and between Tyler Technologies, Inc. with offices at 4100 Miller Valentine Ct., Moraine, OH 45439 ("Tyler") and the City of Milford, Delaware ("Client").

WHEREAS, Tyler and Client are parties to an original agreement for the provision of Unifers and Support services dated on or about July 21, 2009 ("Support Agreement"); and

WHEREAS, Tyler and Client desire to exercise the Additional Services clause under Article 23 of the Agreement;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

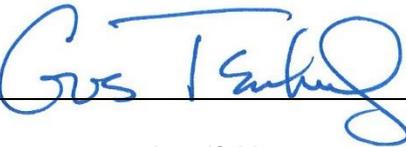
1. Tyler shall provide commercial use field work, building permit assistance, along with the fiscal 2016 interim year valuation update to Client (the "Services") as may be requested by Client.
2. Client shall remit to Tyler a per diem rate of \$685 per day, with a half day (4 hour) minimum, for all Services provided by Tyler staff. Tyler staff will be available to perform work related to the following:
 - Perform inspections, measure improvements, photograph improvements, and change data as required
 - Value all new improvements
 - Field visits to verify sales as needed
 - Perform other related tasks as requested
 - Appeal Hearings
3. The total amount of this Addendum shall not exceed Twenty Thousand Dollars (\$20,000.00). The per diem rate includes any necessary expenses.
4. Tyler will perform the Services in a professional, workmanlike manner, consistent with industry standards.
5. If Client believes any delivered Services do not conform to the warranties in this Addendum, Client will provide Tyler with written notice within fifteen (15) days of Client's receipt of the applicable invoice. The written notice must contain sufficient detail of the issues Client contends are in dispute. Tyler will provide a written response to Client that will include either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in Client's notice. Tyler and Client will work together as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of Tyler and Client to resolve any issues presented in Client's notice. Client may only withhold payment of the amount(s) actually in dispute until Tyler completes the action items outlined in the plan. If Tyler is unable to complete the action items outlined in the action plan because of Client's failure to complete the items agreed to be done by Client, then Client will remit full payment of the invoice.
6. Client agrees to provide Tyler with written notice within thirty (30) days of becoming aware of a dispute. Client agrees to cooperate with Tyler in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with Tyler's appointed senior representative. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If Client and Tyler fail to resolve the dispute, either party may assert its respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent Tyler or Client from seeking necessary injunctive relief during the dispute resolution procedures.

- 7. This Addendum shall be governed by and construed in accordance with the terms and conditions of the Support Agreement.
 - 8. All other terms and conditions of the Support Agreement shall remain in full force and effect.
-

IN WITNESS WHEREOF, the parties hereto have executed this Additional Services Addendum to Support Agreement as of the dates set forth below.

Tyler Technologies, Inc.
Appraisal & Tax Division

Client: City of Milford, Delaware

By:  _____

By: _____

Name: Gus Tenhundfeld

Name: _____

Title: Inside Sales Manager

Title: _____

Date: _____



Resolution 2015-03

Funding of a Downtown Milford Master Plan Charrette and Acceptance of Andrew Muldrow & Associates Proposal

WHEREAS, the City Council of the City of Milford have found that it is in the best interests of the City of Milford, its residents, visitors and business and commercial interests to promote the development of the downtown area; and

WHEREAS, the Economic Development Committee pursues resources to assist the City in preparing a plan for promoting and encouraging commercial development of the downtown area; and

WHEREAS, the Economic Development Committee has recommended to Council that the City participate in charrettes and public meetings with Delaware Economic Development Office ("DEDO"); and

WHEREAS, DEDO is committed and prepared to provide the City of Milford and its community representatives a Conceptual Vision Plan by or before October 2015; and

WHEREAS, funding is made possible jointly by DEDO and USDA Rural Development funds, in partnership with the City of Milford.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILFORD:

The City of Milford and DEDO will enter into an agreement with Arnett Muldrow & Associates a Downtown Master Plan Charrette for a total fee of \$27,250 to include all professional fees and project-related expenses.

The City of Milford intends to fully participate in the comprehensive charrette/planning process as conducted by Arnett Muldrow & Associates as set forth in the proposal approved by Milford City Council at its meeting on April 13, 2015.

City Council acknowledges that this process will be a broadly inclusive process and ensures it will be accessible to the Milford Community which includes input and participation of residents within the "Greater" Milford area. Announcements for public participation and input shall be made through media outlets, as well as social media, and made in a timely fashion to ensure strong and broad community participation.

To the best of its ability, the City of Milford agrees to implement as many aspects of the strategic plan that are possible, subject to edits that may be necessary during its development to ensure the implementation of the many elements of the plan over the next several years;

City Council will strive to work together in unity toward common goals that will result in the creation and adoption of the final strategic plan.

As a match to the City contribution of \$3,250, DEDO will pay \$24,000 of the total costs of the Downtown Milford Plan Charrette project as approved by City Council at its meeting on April 13, 2015.

At that meeting, City Council committed \$20,000 as a minimum, toward the implementation of the final, adopted plan by December 2015, with this expenditure to be made no later than June 2016. The intent is for additional funds to be committed by the City of Milford on an annual basis to spur success over the life of the plan.

The Mayor of the City of Milford is hereby authorized and directed to execute and deliver such memoranda of understanding and other agreements necessary to give full force and effect to this resolution adopted by the majority of City Council on April 27, 2015.

IN WITNESS WHEREOF, I hereunto set my hand and caused the Official Seal of the City of Milford to be affixed on April 27, 2015.

Mayor Bryan W. Shupe

Attest/City Clerk



2015 Riverwalk Farmers Market
South Walnut Street Park
Saturday's May-October

April 22, 2015

Milford City Council
201 S. Walnut Street
Milford, DE 19963

Dear Council Members:

As part of our goal to encourage community participation for our city and the region, the Farmers Market has invited local businesses and various arts organizations to be a part of our Saturday events.

Mispillion River Brewing Co. has requested the following two dates to offer a beer tasting, free to the public, on May 20th and July 25th, from about 10 AM to 12 PM. We would like your approval to include them in our festivities.

If you have any questions or comments regarding these events, please contact me at 302-430-0690 or email at walterhepford@aol.com. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads "Sharon Hepford".

Sharon Hepford
Promotions
Milford Farmers Market

River Town.

Art Town.

Home Town.



Historic Parson Thorne Mansion, home of Milford's co-founder, dates to the 1730's

The Mispillon Riverwalk will eventually extend from Silver Lake to Goat Island

The four-masted schooner, the Albert F. Paul was built in 1972 by William G. Abbott Shipyard, Milford

Milford has a long history of shipbuilding, from the 1700's up to WWII with seven shipyards active downtown at its peak.

Milford's first Post Office, built in 1910 is now the home of the Milford Museum

Key

- Downtown Milford
- Info Kiosk (you are here)
- Parking
- Saturday Farmers' Market (seasonal)
- Heritage Mural Project
- Riverwalk

map is not to scale

EUGENE LOCATION

Goat Island (proposed nature trails)



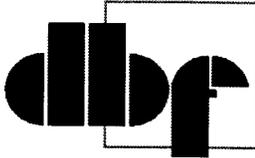
Beaches

Maple Avenue Culvert Project Funding

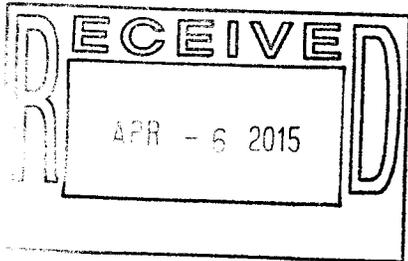
Originally City Council approved a \$17,658 purchase order Shea Concrete LTD., for the Maple Avenue culvert repair out of the Municipal Street Aid Fund. The initial approach envisioned construction of a concrete half shelf at the bottom of the culvert. This approach did not succeed because of the running sand encountered at the bottom of the culvert. The repair attempt was renewed with a different approach by inserting a smaller PVC pipe in the culvert, building a bulkhead at both ends and grouting the annular void. This approach was slightly more expensive totaling \$3,750.0 but it has a longer project life.

City Manager is requesting an additional funding allocation from the Municipal Street Aid Fund in the amount of \$3,750.00.

Invoice



DAVIS BOWEN & FRIEDEL, INC.



ARCHITECTS * ENGINEERS * SURVEYORS
REMIT TO: P.O. Box 93 Salisbury MD 21803
Tel: 410.543.9091 Fax: 410.543.7937

CITY OF MILFORD
ACCOUNTS PAYABLE
10 SE SECOND ST
MILFORD, DE 19963

April 01, 2015
Invoice No: 112484

Project 0052A019.G01 GENERAL ON-CALL PLANNING SERVICES

Invoice Submittal: per each billing message item

Billing Message: Record plan revisions for drywall business in business park

For Professional Services Rendered from January 31, 2015 to February 27, 2015

Professional Personnel

Table with 4 columns: Description, Hours, Rate, Amount. Rows include SENIOR ENGINEER, GIS SPECIALIST, Totals, Total Labor, and Current Invoice Total.

**Please disregard outstanding invoices listed above that were paid prior to the distribution of this invoice.
**Please reference invoice number(s) when remitting payment.

From: Portmann, Jeffrey
Sent: Monday, April 13, 2015 12:23 PM
To: Medlarz, Hans; Crouch, Christine
Subject: RE: DBF Inv.# 112443, # 112486, # 112485, # 112484, # 112483, & # 112493

The Business park fund and Economic Development Fund are both in the General Fund Reserves Account. Council will need to approve the C&C drywall invoice from GF Reserves. The third item for state planning could come out of your discretionary funds. Jeff.

From: Medlarz, Hans
Sent: Monday, April 13, 2015 11:55 AM
To: Crouch, Christine
Cc: Portmann, Jeffrey
Subject: RE: DBF Inv.# 112443, # 112486, # 112485, # 112484, # 112483, & # 112493

Jeff, I inserted my belief of what Department should cover the invoices in question. Hans

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Sent: Monday, April 13, 2015 11:34 AM
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Subject: FW: DBF Inv.# 112443, # 112486, # 112485, # 112484, # 112483, & # 112493

Hans,

When Finance receives invoices from DBF they determine which dept is responsible and sends that dept a copy of the invoice to enter a PO for. Sometimes however DBF invoices refer to "on-call plan review services" but based on the billing message or additional info on the invoice it is not a P&Z dept invoice. When this happens, Jeff prefers you review the invoice and determine which dept is responsible.

In this case, I do not believe the following invoices are P&Z responsibility:
112484-C&C Drywall is buying a portion of a lot in the business park and the lot had to be recorded prior to the sale. ---- ***Economic Development Fund since it is a Business Park Expense.***

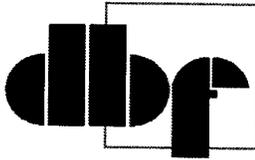
112485-Mayor and Hans requested a map showing an area around a downtown business that wants to sell alcohol. - ***P&Z responsibility since it is leading up to a potential Code amendment.***

112486-SE Milford utility plans-no idea what this is. - ***City Administration since State Planning requested info associated with PLUS process.***

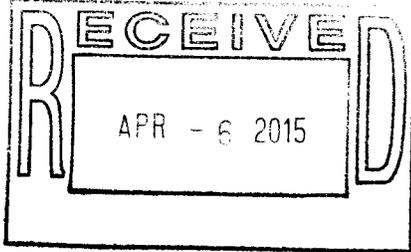
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Christine R. Crouch
Deputy City Clerk | Executive Assistant

Invoice



DAVIS
BOWEN &
FRIEDEL, INC.



ARCHITECTS * ENGINEERS * SURVEYORS
REMIT TO: P.O. Box 93 Salisbury MD 21803
Tel: 410.543.9091 Fax: 410.543.7937

CITY OF MILFORD
ACCOUNTS PAYABLE
10 SE SECOND ST
MILFORD, DE 19963

April 01, 2015
Invoice No: 112486

Project 0052A019.G01 GENERAL ON-CALL PLANNING SERVICES

Invoice Submittal: per each billing message item

Billing Message: Coordination with state planning & city for S.E. Milford utility plans & GIS Data

For Professional Services Rendered from January 31, 2015 to February 27, 2015

Professional Personnel

	Hours	Rate	Amount	
SENIOR ENGINEER	1.00	135.00	135.00	
GIS SPECIALIST	5.50	95.00	522.50	
Totals	6.50		657.50	
Total Labor				657.50
				Current Invoice Total \$657.50

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Christine R. Crouch
Deputy City Clerk | Executive Assistant

PUBLIC NOTICE
PLANNING COMMISSION & CITY COUNCIL PUBLIC HEARINGS
City of Milford Zoning Chapter Amendment
Ordinance 2015-04

NOTICE IS HEREBY GIVEN the Planning Commission of the City of Milford will hold a Public Hearing on an amendment to the City of Milford Zoning Code on Tuesday, May 12, 2015 at 7:00 p.m. or as soon thereafter as possible.

A FINAL PUBLIC HEARING is scheduled on Monday, May 26, 2015 at 7:00 p.m. before Milford City Council. Following the hearing, Ordinance 2015-04 may be adopted, with or without amendments.

WHEREAS, the City has received inquiries from persons interested in opening and operating establishments serving alcoholic beverages in addition to serving food; and

WHEREAS, the Code of the City of Milford, particularly the zoning code, does not directly address these types of businesses; and

WHEREAS, the City Planning Commission and City Council believe these types of businesses may be beneficial to the City of Milford if located in appropriate areas within the City where they would be compatible with the surrounding area and if they are regulated appropriately to minimize negative impact and to protect the public health, safety and welfare of the public.

NOW, THEREFORE, THE CITY OF MILFORD HEREBY ORDAINS:

Section 1.

An Ordinance to Amend the Code of the City of Milford by Amending Chapter 230 entitled Zoning,

Section 2.

Article I-General Provisions, 230-4 Definitions and word usage is hereby amended by adding the following:

Alcoholic Beverage - Any fermented liquor or malt beverage, such as wine, beer, or distilled spirit that contains ethyl alcohol, or ethanol, as an intoxicating agent.

Section 3.

Article VIII-Miscellaneous Provisions, 230-44 Prohibited Uses is hereby amended as follows:

D. All establishments involving the sale of alcoholic beverages either on or off premises which are located within 1,000 feet of any public or private school, day-care or child care center or church, *unless either food is prepared and served or alcoholic beverages are produced in said location.* Approval to sell alcoholic beverages at special events or gatherings for a period of time, not to exceed three days, may be granted if approved by City Council.

Section 4. Dates.

Planning Commission Review and Public Hearing: May 12, 2015

City Council Introduction: April 27, 2015

City Council Public Hearing: May 26, 2015

Adoption: May 26, 2015

Effective: June 5, 2015

This ordinance shall take effect and be in force ten days after its adoption.

Ordinance 2015-04 is scheduled for adoption, with or without amendments, at the scheduled City Council Meeting on Monday, May 26, 2015. Additional information may be obtained by contacting the City Clerk's Office at Milford City Hall at 302-424-3712 or by accessing the city website at www.cityofmilford.com.

MILFORD CITY COUNCIL
MINUTES OF MEETING
April 20, 2015

A Meeting of the Police Committee of Milford City Council was held in the Joseph Ronnie Rogers Council Chambers of Milford City Hall, 201 South Walnut Street, Milford, Delaware on Monday, April 20, 2015.

PRESIDING: Chairman Douglas Morrow Sr.

IN ATTENDANCE: Police Committee Members S. Allen Pikus and Katrina Wilson

Police Chief Keith Hudson and City Clerk/Recorder Terri Hudson

Chairman Morrow called the Police Committee Meeting to order at 5:34 p.m.

Parking Issue-Downtown Milford

Chairman Morrow turned the meeting over to Chief Hudson.

Chief Hudson informed the committee that he met with Chuck Stanko, Co-Owner of Dolce and Councilman Pikus earlier this month regarding a parking issue. There have been a number of parking-related problems because of the varied parking time limit signs throughout the downtown area. Currently some areas allow only one-hour parking, some allow two-hour parking and some are unrestricted. He believes that applying the same time limit would eliminate the confusion.

Mr. Stanko volunteered to survey twenty-three businesses in the downtown area. Each business was asked to select one of the following four options:

- Two-Hour Parking
- Two-Hour Parking Monday thru Friday
- Two-Hour Parking Monday thru Saturday
- Two-Hour Parking Monday thru Saturday from 8:00 a.m. to 5:00 p.m.

The majority of the businesses (nine) preferred the two-hour parking option from Monday through Saturday 8:00 a.m. to 5:00 p.m. As a result, Chief Hudson recommends that Walnut Street beginning at Jesus Love Temple to Northwest Front be designated accordingly and that all current signs be removed and new signs installed stating the new restriction. He emphasized this would make much more sense and create less confusion not only for his officers, but the public in general.

The police committee agreed that consistency should solve the issue.

Mr. Pikus then explained that several businesses dropped the survey off to him; both Davis, Bowen and Friedel and the Marvel Agency had no preference because neither was open on Saturday. However, he agrees with Chief Hudson that some continuity is needed and hopes this takes care of the problem. He said it is very confusing adding that there are different signs at each end of the street and no one knows which one applies.

Mr. Morrow agrees it should be consistent. He asked what area is being considered. Chief Hudson suggests Walnut Street from Causey Avenue to Northwest Front Street on both sides of Walnut. The exception would be any handicapped area.

Chief Hudson also noted that he will contact DelDOT to get their approval due to this being a state-maintained roadway.

Mr. Morrow asked if this should include Southeast Front and Southwest Front Streets; it was confirmed the only problem appears to be in the downtown area on Walnut Street.

Chief Hudson stated that should council agree with this recommendation, he will contact Street Superintendent Tim Webb and ask him to walk this area with him. The chief agrees with Mr. Stanko there are several parking spaces and curbs that

are painted and adds to the confusion. However, most of those areas contain old, faded paint which was probably the result of some problem years ago and there is no reason for it today. He feels the best way to address that is for him and the street superintendent to walk that street and determine how this can be done.

Mr. Pikus agreed noting that the one spot south of the antique shop is very confusing and he believes it should be a handicapped space though that requires an official sign. Chief Hudson explained that any designated handicapped space must contain an official upright sign identifying the space is reserved for handicapped use only. The chief said there is a handicapped parking sign though drivers are unsure which space it is meant for. He said what makes it worse is the curbing north of the sign is painted blue and there appears to be two to three unmarked spaces though they are not legally lined. As a result, it is difficult to determine which space is handicapped though he believes it was meant for the space before or north of the sign.

Regardless, the spaces are not properly lined according to Chief Hudson.

Mr. Pikus said at one time it was a driveway and because it was too narrow it was closed off from the street. It has been used as an enclosed walkway since.

Ms. Wilson has no objection adding it is always smarter to be consistent so that everyone is on the same page. She emphasized the importance of educating people so that they are aware of the new restriction.

Chief Hudson agreed stating that it will take some time before people are full aware of the new time limit and that will be taken into consideration after the signs are installed.

Ms. Wilson moved to recommend to council that the parking on Walnut Street from Causey Avenue to Northwest Front Street be restricted to two-hours from 8:00 a.m. to 5:00 p.m. Monday through Saturday and that Chief Hudson review the area with the City Street Superintendent to ensure all signs will be consistent, seconded by Mr. Pikus. Motion carried.

Chief Hudson said he will also contact DelDOT to ensure they are in agreement.

ADJOURN

With no further business, Chairman Morrow adjourned the Police Committee Meeting at 6:15 p.m.

Respectfully submitted,

Terri K. Hudson, MMC
City Clerk/Recorder

PURCHASE ORDER

CITY OF MILFORD, DELAWARE
P.O. BOX 159, MILFORD, DELAWARE 19963

P.O. Number: 022756

P.O. Date: 04/23/15

Page:

Vendor:

AC SCHULTES OF DELAWARE, INC.
PO BOX 188
ROUTE 13 NORTH
BRIDGEVILLE, DE 19933

Bill To:

ACCOUNTS PAYABLE
10 SE SECOND STREET
MILFORD, DE 19963

Ship To:

CITY OF MILFORD
MILFORD CITY HALL
201 S WALNUT ST
MILFORD, DE 19963

Vendor #		Confirmed By			F.O.B.	
4						
Requisition #		Ship Via			Our P.O. # MUST Appear on ALL Invoices, Packages, and Correspondence	
2023544						
Quantity	Unit of Measure	Item Number and Description			Unit Cost	Extended Cost
1.00	EA	720 090 INSTALL NEW SUBMERSIBLE PUMP-WELL #2			17683.0000	17683.00
TOTAL						17683.00
					Total Line Items:	17683.00
<div style="display: flex; justify-content: space-between;"> <div style="width: 40%;"> <p>Approved By _____</p> </div> <div style="width: 40%;"> <p>Certified By _____</p> </div> </div>						<p>Total Purchase Amount</p>



A.C. Schultes of Delaware, Inc.
P.O. Box 188 – 16289 Sussex Highway
Bridgeville, Delaware 19933
24 Hour Service
(302) 337-8254
Fax: (302) 337-8234

April 22, 2015

Mr. Erik Retzlaff
Davis, Bowen & Friedel, Inc.
23 North Walnut Street
Milford, DE 19963

RE: CITY OF MILFORD – WELL #2
ACSD QUOTE MC#7604

Dear Erik:

Per your recent request, A.C. SCHULTES OF DELAWARE is pleased to quote you on installing a new submersible pump system for Well #2 including the following:

- One (1) new Goulds 5THC025 submersible pump (COS = 200 gpm @ 360' TDH)
- One (1) new Franklin Electric 25 hp, 230 volt, 3-phase submersible motor
- One (1) new Flowmatic 4" ductile iron male pipe thread x Certa-Lok groove check valve
- 210' of new 4" Certa-Lok PVC drop pipe
- One (1) additional 4" Certa-Lok PVC coupling
- One (1) new 4" male pipe thread x Certa-Lok groove stainless steel adapter
- 230' of new 4/3 double jacketed submersible cable with ground
- One (1) new heavy duty splice kit
- One (1) reused discharge head
- Chlorine for well disinfection
- Provide labor to install submersible pump system and perform start-up

TOTAL COST TO PERFORM THE ABOVE SUBJECT WORK.....\$17,683.00

Thank you for allowing our firm the opportunity to submit a proposal on this project. Our payment terms are Net 30 Days. All unpaid invoices beyond 30 days will be assessed a 1.5% finance charge per month. We also accept Visa and MasterCard credit card payments. If payment is made with a credit card, please add 3% to total invoice amount for credit card processing. This proposal may be withdrawn or renegotiated by our firm if not accepted within 30 days. Authorization to proceed can be given by signing the attached authorization form and returning it to my attention at P.O. Box 188, Bridgeville, DE 19933, faxing it to 302-337-8234 or e-mailing it to rmcacsde@verizon.net .

Respectfully,

A.C. SCHULTES OF DELAWARE, INC.

R. Michael Collison

R. Michael Collison
President

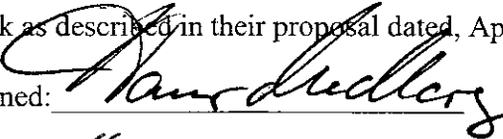
RMC/bh

cc: Eugene Helmick, City of Milford

AUTHORIZATION TO PROCEED

I, HANS MEDLARZ, representing CITY of MILFORD

hereby authorize A.C. SCHULTES OF DELAWARE, INC. to proceed with the scope of work as described in their proposal dated, April 22, 2015.

Signed:  Date: 4/23/2015

Printed: HANS MEDLARZ Witnessed: _____

PO # 22756 E-Mail for Invoicing: _____

ACSD QUOTE MC#7604

TAX EXEMPTION CERTIFICATE #

Fisher Avenue Replacement Pump Purchase

Letter of Conditions/Sewer Project Phase II