

City of Milford



CITY COUNCIL AGENDA

Monday, June 26, 2017

7:00 P.M.

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

PUBLIC HEARING

Ordinance 2017-14/Conditional Use

Joseph Petrosky on behalf of KP Realty Holdings, LLC

C3 (Highway Commercial) Zoning District

675 N DuPont Boulevard, Milford, Delaware

Present Use: Commercial Retail; Proposed Use: Commercial Retail/Dunkin Donuts.

Tax Map MD-16-183.05-01-04.08

Ordinance 2017-15/Conditional Use

Bayhealth Medical Center, Incorporated

H1 (Institutional Development) Zoning District

800 N DuPont Boulevard, Milford, Delaware

Present Use: Medical Office Complex; Proposed Use: Medical Office Complex w/Additional Medical Building

Tax Map MD-16-174.17-01-28.00

2017 City of Milford Comprehensive Plan

The Comprehensive Plan sets forth in graphic and textual form policies to govern the future physical development of the City. Title 22 Municipalities § 702 of the Delaware Code states the City shall review the Plan every five years to determine if its provisions are still relevant and the adopted plan shall be revised, updated and readopted at least every ten years. Such plan shall cover the entire City as well as areas delineated as the Greater Milford Area and all of its functions and services and/or a combination of plans governing specific functions and services of specific geographic areas.

This plan shall serve as a municipal development strategy setting forth the City's position on population and housing growth, expansion of boundaries, development of adjacent areas, redevelopment potential, community character, the general uses of land within the community and critical community development and infrastructure issues. The enactment of the comprehensive plan is through final adoption by City Council.

COUNCIL MEETING

Call to Order - Mayor Bryan Shupe

Invocation

Pledge of Allegiance

Recognition

Evan Miller, Local Government Management Fellow

Communication & Correspondence

Unfinished Business

Northeast and Northwest Front Street Waterline Replacement/ Project #P0052A17.022/ Funding Source

New Business

Authorization/Planning Department/First State Inspection Agency FY18 Building Inspections Contract

Authorization/Planning Department/Proposed Fee Schedule

Alcohol Waiver/Park Ordinance/Riverwalk Freedom Festival

Alcohol Waiver/Chapter 77 Alcoholic Beverages/DMI 3rd Thursdays

Authorization/IT Department/Software Purchases

IBEW Local Union 126 Collective Bargaining Agreement

Adjourn

*Recess into Executive Session

{ Pursuant to 29 Del. C. §10004(b)(9) } (Personnel Matter)

Return to Open Session

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.

042017 060217 06081 061417 061617 *062617 Added by Chief of Police

DATA SHEET FOR KP REALTY HOLDINGS, LLC

Development Advisory Committee: April 19, 2017

Planning Commission Meeting: May 16, 2017

| | | |
|---|---|---|
| Application Number / Name | : | 17-003 / KP Realty Holdings, LLC |
| Applicant | : | Joseph Petrosky 1052 S. Governors Avenue Dover, DE 19904 |
| Owner | : | KP Realty Holdings, LLC 1052 S. Governors Avenue Dover, DE 19904 |
| Application Type | : | Conditional Use & Preliminary Site Plan |
| Present Comprehensive Plan Map Designation | : | Highway Commercial |
| Present Zoning District | : | C-3 (Highway/Commercial District) |
| Present Use | : | Retail |
| Proposed Use | : | Fast Food Restaurant and Retail |
| Size and Location | : | 1.19 +/- acres located on the east side of N. Dupont Boulevard approximately 1,550 feet north of Route 14 intersection. Addressed as 675 N. Dupont Boulevard. |
| Tax Map & Parcel | : | MD-16-183.05-01-04.08-000 |

ENC: Staff Recommendation Report
Exhibit A – Location & Zoning Map
Exhibit B – Preliminary Site Plan

STAFF REPORT
April 20, 2017

| | | |
|---|---|---|
| Application Number / Name | : | 17-003 / KP Realty Holdings, LLC. |
| Present Comprehensive Plan Designation | : | Highway Commercial |
| Present Zoning District | : | C-3 (Highway Commercial District) |
| Present Use | : | Retail |
| Proposed Use | : | Fast Food Restaurant and Retail |
| Tax Map & Parcel | : | MD-16-183.05-01-04.08-000 |
| Size and Location | : | 1.19 +/- acres located on the west side of N. Dupont Boulevard approximately 1,550 feet north of Route 14 intersection. Addressed as 675 N. Dupont Boulevard. |

I. BACKGROUND INFORMATION:

- The applicant proposes to convert the existing 1,840 square foot commercial building located at 675 N. Dupont Boulevard into a 5,974 square foot, three unit commercial building.
- The Dunkin Donuts would be located in the southernmost commercial suite to allow for the use of a drive-thru. Commercial spaces 2 and 3 are proposed retail.
- Although several of the proposed uses are permitted uses within the C-3 Highway Commercial zoning designation, Chapter 230-45 states “in any and all zoning districts, multiple permitted uses or mixed use of a property shall be deemed a conditional use subject to special requirements.”

II. STAFF ANALYSIS:

Based on the information presented, the City of Milford Code, and the Comprehensive Plan, staff submits the following regarding the request for the Conditional Use Preliminary Site Plan:

- Evaluation based on the criteria found under Chapter 230-48 Conditional Uses.

- A. The presence of adjoining similar uses.

The property is surrounded by industrial, institutional and commercial uses. The properties to the north and south are highway commercial uses, while the properties to the east are institutional and highway commercial. Additional properties to the west are part of the Masten Circle industrial area. Similar retail and restaurant uses are located along N. Dupont Boulevard.

- B. An adjoining district in which the use is permitted.

The proposed uses are permitted within the C-3 Highway Commercial zoning district. However, multiple permitted uses on the same property require conditional use approval based on the City Code.

- C. There is a need for the use in the area proposed as established by the Comprehensive Plan.

The Comprehensive Plan designates this area as Highway Commercial. The proposed uses are consistent with the land use plan for the Comprehensive Plan and address additional goals and objectives related to economic development and business growth.

- D. There is sufficient area to screen the conditional use from adjacent different uses.

The site is located adjacent to similar commercially zoned property where screening is not necessary.

- E. The use will not detract from permitted uses in the district.

The uses are permitted within the C-3 Highway Commercial zoning district. However, multiple permitted uses on the same property require conditional use approval based on the City Code.

- F. Sufficient safeguards, such as traffic control, parking, screening and setbacks, can be implemented to remove potential adverse influences on adjoining uses.

The site is located along an established principal arterial road as depicted on DelDOT's functional classification map. Applicant will be required to obtain DelDOT approval prior to final site plan approval for entrance and road improvements. The site plan meets or exceeds the parking requirements set forth in Chapter 230 for the proposed uses. Landscape screening is not necessary based on the adjacent uses.

- The following comments must be addressed prior to final site plan approval:
 - Final Site Plan approval will require approvals or no objection letters from DelDOT, State Fire Marshal's Office, Office of Drinking Water and Kent Conservation District.
 - Applicant must obtain final approval of engineering plans from the Public Works Department.
 - Address additional department and agency comments outlined in Section III.

III. AGENCY COMMENTS:

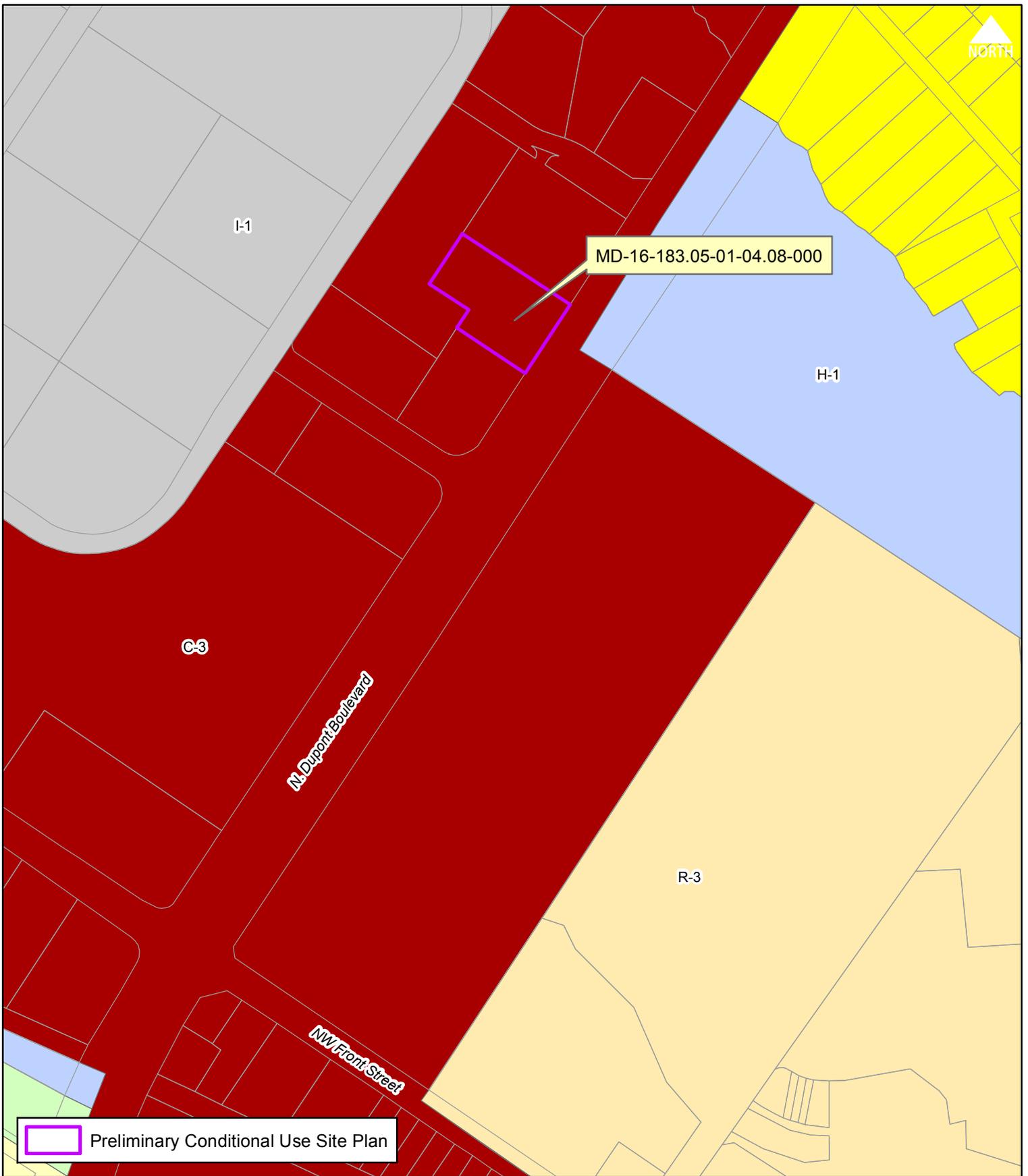
- **Office of State Planning Coordination**
Contact: David Edgell – 302-739-3090
- **DelDOT Planning, Development Coordination**
Contact: Joshua Schwartz – 302-760-2768

Below are DelDOT's comments;

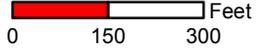
- 1) The developer's engineer submitted to DelDOT for the site through our LONC process. The site was determined not to be eligible and would be required to go through the standard plan review process with applicable fees.
- 2) For the proposed site, DelDOT will require a 10' permanent easement beyond the right-of-way.
- 3) ADA improvements may be required along the property frontage.

- **Delaware Health and Social Services – Division of Public Health**
Contact: William Milliken – 302-741-8646
See attached comments.
- **Department of Natural Resources and Environmental Control (DNREC), Division of Water, Surface Water Discharges Section (SWDS)**
Contact: Bryan Ashby – 302-739-9946
No comments provided.
- **Kent Conservation District**
Contact: David Cahill – 302-741-2600
See attached comments.
- **Delaware State Fire Marshal's Office**
Contact: Duane Fox – 302-856-5298
See attached comments.
- **Carlisle Fire Company**
No comments provided.
- **City Engineer**
Contact: Jason Loar, P.E. (Davis, Bowen & Friedel, Inc) – 302-424-1441
See attached comments.
- **City of Milford Public Works Department**
Contact: Mark Whitfield – 302-422-1110
See attached comments from DBF.
- **City of Milford Parks and Recreation Department**
No comments provided.

- **City of Milford Police Department**
No comments provided.
- **Milford School District**
No comments provided.



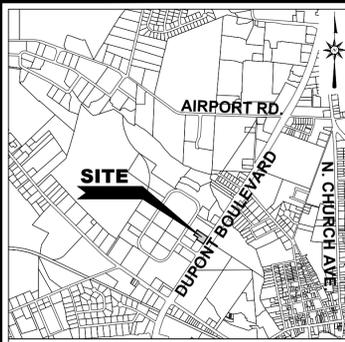
 Preliminary Conditional Use Site Plan

| | | |
|---|--|--|
|  | Scale:  Feet 0 150 300 | Title: Preliminary Conditional Use Site Plan KP Realty Holdings, LLC Location & Zoning Map |
| | Drawn by: WRP Date: 03/10/17 | |
| Filepath: PreliminarySitePlan_KPRealty.mxd | | |

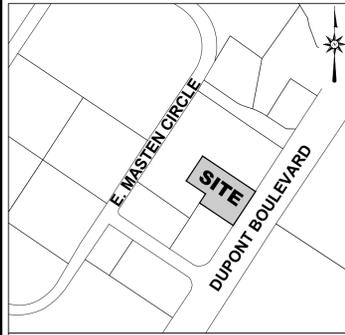
DUNKIN DONUTS - MILFORD

CONSTRUCTION PLANS

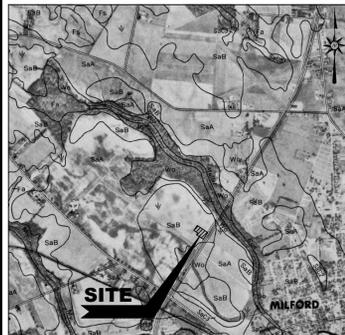
KENT COUNTY, DELAWARE



LOCATION MAP SCALE: 1" = 2,000'



VICINITY MAP SCALE: 1" = 400'



SOIL SURVEY MAP SCALE: 1" = 2,000'

SOIL MAP TAKEN FROM "SOIL SURVEY, KENT COUNTY DELAWARE", MAP NO. 42
SAB: SASSAFRAS SANDY LOAM, 2 TO 5 PERCENT SLOPES

SHEET INDEX

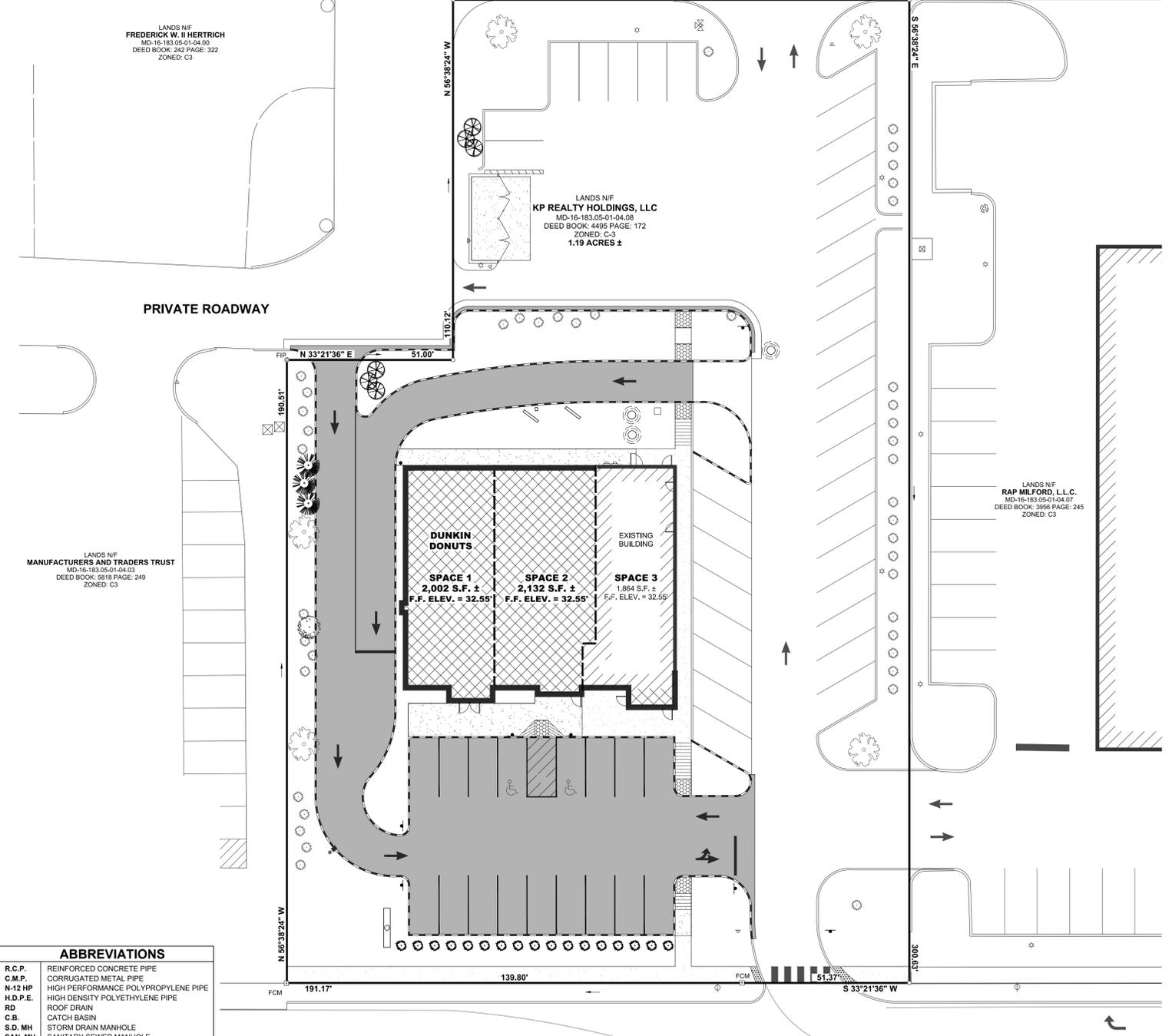
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|-------|--|
| C-001 | COVER SHEET CONDITIONAL USE/PRELIMINARY SITE CONSTRUCTION PLAN |
| C-101 | EXISTING CONDITIONS AND DEMOLITION PLAN |
| C-201 | UTILITY, STRIPING AND SIGNAGE PLAN |
| C-401 | GRADING PLAN |
| C-501 | EROSION AND SEDIMENT CONTROL PLAN |
| C-502 | EROSION AND SEDIMENT CONTROL - NOTES AND DETAILS |
| C-901 | CONSTRUCTION DETAILS |
| C-902 | CONSTRUCTION DETAILS |
| L-101 | LANDSCAPE PLAN AND DETAILS |

LEGEND

| ITEM | EXISTING | PROPOSED |
|--|-----------------|-------------|
| SANITARY GRAVITY SEWER LINE, SIZE & FLOW DIRECTION | EX. 10" S | 10" S |
| SANITARY SEWER FORCE MAIN, SIZE & FLOW DIRECTION | EX. 10" F.M. | 12" F.M. |
| SANITARY SEWER MANHOLE (S.M.H.) | EX. S.M.H. | S.M.H. |
| SANITARY SEWER CLEANOUT | EX. 10" W | 12" W |
| WATER MAIN & SIZE | EX. 10" W | 12" W |
| FIRE HYDRANT | EX. F.H. | F.H. |
| WATER VALVE (W.V.) OR METER (W.M.) | EX. W.V. / W.M. | W.V. / W.M. |
| STORM DRAIN MANHOLE (S.D.M.H.) | EX. S.D.M.H. | S.D.M.H. |
| STORM DRAIN LINE (CMP OR RCP) | EX. 2" G | 2" G |
| CATCH BASIN | EX. C.B. | C.B. |
| UTILITY POLE W/ OVERHEAD SERVICE (TELEPHONE OR ELECTRIC OR BOTH) | EX. U.P. | U.P. |
| UNDERGROUND ELECTRIC | EX. U.E. | U.E. |
| UNDERGROUND TELEPHONE | EX. U.T. | U.T. |
| UNDERGROUND GAS MAIN | EX. 2" G | 2" G |
| CONCRETE CURB & GUTTER | EX. C.C. | C.C. |
| CONCRETE SIDEWALK, SLAB / PAVING | EX. S.W. | S.W. |
| IMPERVIOUS SURFACED ROAD, DRIVE OR LOT | EX. I.S. | I.S. |
| INDIVIDUAL TREE OR BUSH | EX. T. | T. |
| STRUCTURE (CONCRETE, WOOD, METAL, ETC.) | EX. S. | S. |
| DRAINAGE DITCH OR SWALE | EX. D. | D. |
| CONTOUR | EX. C. | C. |
| ELEVATION SPOT SHOT | EX. S.S. | S.S. |
| BENCH MARK | EX. B.M. | B.M. |
| PROPERTY OR RIGHT-OF-WAY LINE | EX. P.O.W. | P.O.W. |
| LIGHT POLE | EX. L.P. | L.P. |
| CONSTRUCTION NOTE | EX. C.N. | C.N. |

ABBREVIATIONS

| | |
|----------|-------------------------------------|
| R.C.P. | REINFORCED CONCRETE PIPE |
| C.M.P. | CORRUGATED METAL PIPE |
| N-12 HP | HIGH PERFORMANCE POLYPROPYLENE PIPE |
| H.D.P.E. | HIGH DENSITY POLYETHYLENE PIPE |
| RD | ROOF DRAIN |
| C.B. | CATCH BASIN |
| S.D.M.H. | STORM DRAIN MANHOLE |
| SAN.MH | SANITARY SEWER MANHOLE |
| S | SANITARY SEWER LINE |
| C.O. | CLEAN OUT |
| INV. | INVERT |
| W | WATERLINE |
| W.V. | WATER VALVE |
| W.M. | WATER METER |
| D.I.P. | DUCTILE IRON PIPE |
| U.E. | UNDERGROUND ELECTRIC |
| O.E. | OVERHEAD ELECTRIC |
| U.T. | UNDERGROUND TELEPHONE |
| G | GAS LINE |
| G.S.V. | GAS VALVE |
| T.C. | TOP OF CURB |
| L.F. | LINEAR FEET |
| EL. | ELEVATION |
| B.R.L. | BUILDING RESTRICTION LINE |



SITE DATA

- OWNER OF RECORD: DOVER DONUTS, LLC
249 S. DUPONT AVENUE
DOVER, DE 19904
(302) 678-3276
- ENGINEER / SURVEYOR: BECKER MORGAN GROUP INC.
309 S. GOVERNORS AVE.
DOVER, DE 19904
(302) 734-7950
- PROPERTY MAP NUMBER: MD-16-183.05-01-04-08
- DEED REFERENCE: DEED BOOK: 4495 PAGE: 172
- PLAT REFERENCE: PLAT BOOK: 95 PAGE: 4
- ZONING CLASSIFICATION: EXISTING: C3 (CITY OF MILFORD)
- PRESENT USE: RETAIL
- PROPOSED USE: FAST FOOD RESTAURANT/ RETAIL
- TOTAL SITE AREA: 51,855± S.F. (1.19± AC.)
- PROPOSED BUILDING: EXISTING BUILDING: 1,728 S.F.
PROPOSED BUILDING: 4,085 S.F.
- PARKING CALCULATIONS: RETAIL:
ONE SPACE PER 200 S.F. OF FLOOR AREA USED FOR RETAIL, PLUS ONE SPACE PER EACH TWO EMPLOYEES.
REQUIRED: 4,317 S.F. / 200 S.F. = 22 SPACES
+ 8 EMPLOYEES / 2 = 4 SPACES
TOTAL = 26 SPACES
PROVIDED: 50 SPACES
HANDICAP PARKING SPACES: 2
LOADING BERTHS: 4,085 S.F. ± 5,000 S.F. NO LOADING SPACE REQUIRED
- RESTAURANTS:
ONE SPACE PER 3 SEATING ACCOMMODATIONS, PLUS ONE SPACE PER EACH TWO EMPLOYEES ON SHIFT OF GREATEST EMPLOYMENT.
REQUIRED: 18 SEATS / 3 = 7 SPACES
+ 6 EMPLOYEES / 2 = 3 SPACES
TOTAL = 10 SPACES
PROVIDED: 50 SPACES
HANDICAP PARKING SPACES: 2
LOADING BERTHS: 1,500 S.F. ± 5,000 S.F. NO LOADING SPACE REQUIRED
- SETBACKS: PROPOSED BUILDING: 8 EDU
CITY OF MILFORD
CHESAPEAKE UTILITIES
CITY OF MILFORD
OTHER PRINCIPAL ARTERIAL
NGS MONUMENT
VERTICAL: NAVD 88 - X35
HORIZONTAL: NAD83 (2011) - GPS56
EXISTING: 2 FOUND
PROPOSED: ZERO TO BE SET
FUTURE PERMIT SUBMISSION
TYPE V
- IMPERVIOUS COVERAGE: EXISTING: 33,959± S.F. (0.78± AC.) (0.65% OF SITE)
PROPOSED: +5,778± S.F. (0.13± AC.) (0.11% OF SITE)
TOTAL IMPERVIOUS: 39,737± S.F. (0.91± AC.) (0.77% OF SITE)
16,568 S.F. ±
- TOTAL DISTURBED AREA: PERMITTED: 80% (80% X 1.19 AC.) = 0.95 AC.
PROPOSED: 77% (77% X 1.19 AC.) = 0.91 AC.
MINIMUM AREA REQ.: 1 ACRE/ (1.19± AC. PROVIDED)
- OUTDOOR LIGHTING: MINIMUM WIDTH: 150 FT. INTERIOR LOTS/ (191.17' PROVIDED)
- LOT COVERAGE: AREA OF SITE: 0.31± AC.
PERCENT OF SITE: 26%
- OPEN SPACE AREA: PERMITTED: 35 FT. (3 STORIES)
PROPOSED: 20 FT.
- BUILDING HEIGHT: EXISTING BUILDING: 5 EDU
PROPOSED BUILDING: 8 EDU
- ESTIMATED EDU'S: CITY OF MILFORD
CITY OF MILFORD
CHESAPEAKE UTILITIES
CITY OF MILFORD
- SOURCE OF WATER: CITY OF MILFORD
- SOURCE OF SEWER: CITY OF MILFORD
- SOURCE OF GAS: CHESAPEAKE UTILITIES
- SOURCE OF ELECTRIC: CITY OF MILFORD
- ROADWAY CLASSIFICATION: OTHER PRINCIPAL ARTERIAL
- ROADWAY BENCHMARK: NGS MONUMENT
VERTICAL: NAVD 88 - X35
HORIZONTAL: NAD83 (2011) - GPS56
- MONUMENTATION: EXISTING: 2 FOUND
PROPOSED: ZERO TO BE SET
FUTURE PERMIT SUBMISSION
TYPE V
- SIGNAGE: FUTURE PERMIT SUBMISSION
TYPE V
- BUILDING CONST. TYPE: TYPE V

GENERAL NOTES:

- TOPOGRAPHIC SURVEY DATA SHOWN HEREON WAS PREPARED BY BECKER MORGAN GROUP, DOVER, DE., IN JANUARY 2008. VERTICAL DATUM IS BASED ON NAVD 88; HORIZONTAL DATUM IS BASED ON DELAWARE STATE PLANE NAD 83. GPS DERIVED FROM G.S. HORIZONTAL CONTROL MONUMENTS.
- BECKER MORGAN GROUP IN JANUARY OF 2008 FIELD VERIFIED BOUNDARY SURVEY TAKEN FROM A PLAT ENTITLED "MINOR SUBDIVISION PLAT" OF RECORD IN THE RECORDER OF DEEDS OFFICE IN P.B. 95 P. 4, AS PREPARED BY MORRIS AND RITCHIE ASSOCIATES, INC., DATED JULY 18, 2007.
- THIS PARCEL IS NOT WITHIN THE ONE HUNDRED YEAR FLOOD PLAIN BASED ON FIRM MAPS #10005C0037J, PANEL 37 OF 860, DATED JANUARY 6, 2005.
- THE EXISTING UTILITIES SHOWN WERE TAKEN FROM THE BEST AVAILABLE RECORDS. THE CONTRACTOR SHALL CONTACT MISS UTILITY OF DELMARVA (1-800-282-8555) TO VERIFY THEIR EXACT LOCATION PRIOR TO THE START OF ANY CONSTRUCTION. ANY DAMAGE INCURRED TO ANY UTILITIES SHALL BE REPAIRED IMMEDIATELY AT THE CONTRACTORS EXPENSE. IF THE CONTRACTOR RELIES ON THE UTILITY LOCATIONS SHOWN HEREON, HE DOES SO AT HIS OWN RISK AND WILL NOT BE ENTITLED TO ADDITIONAL COMPENSATION DUE TO TIME DELAYS FROM SAID RELIANCE.
- ALL ROADS, PARKING AND OTHER PAVED AREAS WILL BE PRIVATELY OWNED AND MAINTAINED AND ARE NOT INTENDED FOR DEDICATION.
- DELAWARE REGULATIONS PROHIBIT THE BURIAL OF CONSTRUCTION DEMOLITION DEBRIS, INCLUDING TREES AND STUMPS ON CONSTRUCTION SITES. ANY SOLID WASTE FOUND DURING EXCAVATION MUST BE REMOVED AND PROPERLY DISCARDED.
- ALL HANDICAPPED PARKING DEMARCATION, STALLS, AND BUILDING ACCESSIBLE ROUTES SHALL COMPLY WITH THE "AMERICAN WITH DISABILITIES ACT".
- THIS DRAWING DOES NOT INCLUDE NECESSARY COMPONENT FOR CONSTRUCTION SAFETY. ALL CONSTRUCTION MUST BE DONE IN COMPLIANCE WITH THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 AND ALL RULES AND REGULATIONS THERETO APPURTENANT.
- BEFORE THE CONTRACTOR CAN BEGIN CONSTRUCTION HE MUST OBTAIN THE PROPER PERMITS AND/OR APPROVALS FROM THE CITY OF MILFORD (C.O.M.), KENT CONSERVATION DISTRICT (K.C.D.), DELAWARE DEPARTMENT OF TRANSPORTATION (DELDOT), KENT COUNTY DEPARTMENT OF PUBLIC WORKS, AND APPROPRIATE STATE AND COUNTY AGENCIES.
- ALL CONSTRUCTION METHODS AND MATERIALS SHALL BE ACCORDING TO THE CITY OF MILFORD AND THE STATE OF DELAWARE STANDARDS, KENT COUNTY DEPARTMENT OF PUBLIC WORKS AND CONSTRUCTION SPECIFICATIONS.
- THE KENT CONSERVATION DISTRICT RESERVES THE RIGHT TO ADD, MODIFY, OR DELETE ANY EROSION OR SEDIMENT CONTROL MEASURE, AS IT DEEMS NECESSARY.
- THE KENT CONSERVATION DISTRICT RESERVES THE RIGHT TO ENTER PRIVATE PROPERTY FOR PURPOSES OF PERIODIC SITE INSPECTION.
- PART II, CHAPTER 180, ARTICLE III, SECTION 180-10 OF THE CODE OF KENT COUNTY REQUIRES THAT "NO PERSON SHALL DISCHARGE OR CAUSE TO BE DISCHARGED ANY STORMWATER, SURFACE WATER, UNCONTAMINATED GROUNDWATER, ROOF RUNOFF, SUBSURFACE DRAINAGE, UNCONTAMINATED NONCONTACT COOLING WATER, CONDENSATE, OR UNPOLLUTED INDUSTRIAL PROCESS WATERS TO ANY SANITARY SEWER". THE CONTRACTOR/OPERATOR SHALL ENSURE DURING CONSTRUCTION THAT NO ILLEGAL DISCHARGES TO THE SANITARY SEWER SYSTEM ARE CREATED WITH THE SITE IMPROVEMENTS.
- TRAFFIC AND SAFETY CONTROL SHALL BE MAINTAINED DURING CONSTRUCTION IN CONFORMANCE WITH THE CURRENT VERSION OF THE DELAWARE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR CONSTRUCTION AND MAINTENANCE OPERATIONS.
- ALL DISTURBED AREAS WITH THE STATE RIGHT-OF-WAY, BUT NOT IN THE PAVEMENT, SHALL BE TOPSOILED (6" MINIMUM), FERTILIZED, AND SEEDED.
- DESIGN, FABRICATION AND INSTALLATION OF ALL PERMANENT SIGNING SHALL BE AS OUTLINED IN THE "GUIDE FOR FABRICATION AND INSTALLATION OF TRAFFIC CONTROL DEVICES".
- "PAVEMENT MARKING MATERIAL WILL MATCH EXISTING. DURABLE MARKINGS (I.E. THERMO, EPOXY) WILL BE REQUIRED FOR NEW STRIPING, IF THEY EXIST IN THE FIELD."
- ALL TRAFFIC CONTROL DEVICES SHALL BE IN NEW OR REBURNISHED CONDITION, SHALL COMPLY WITH THE TRAFFIC CONTROL MANUAL, AND SHALL BE APPROVED AND SHALL BE APPROVED BY THE ENGINEER PRIOR TO INSTALLATION. TRAFFIC CONTROL DEVICES SHALL BE MAINTAINED IN GOOD CONDITIONS FOR DURATION OF USE.
- ALL ENTRANCES SHALL CONFORM TO DELDOT'S STANDARDS AND REGULATIONS FOR SUBDIVISION STREETS AND STATE HIGHWAY ACCESS AND SHALL BE SUBJECT TO ITS APPROVAL.
- BREAKAWAY POSTS SHALL BE USED WHEN INSTALLING ALL SIGNS.
- PLAN LOCATION AND DIMENSIONS SHALL BE STRICTLY ADHERED TO UNLESS OTHERWISE DIRECTED BY THE PUBLIC WORKS ENGINEER.
- MISS UTILITY SHALL BE NOTIFIED THREE (3) CONSECUTIVE WORKING DAYS PRIOR TO EXCAVATION, AT 1-800-282-8555.
- ALL STEEL USED IN CATCH BASINS MUST BE 60 KSI.
- OUTDOOR LIGHTING SHALL BE FULL CUT-OFF LUMINARIES.
- HYDRANT CONNECTIONS BY THE CONTRACTOR ARE PROHIBITED.
- WETLANDS HAVE NOT BEEN LOCATED ON THE PROJECT SITE.
- THIS SITE IS NOT WITHIN A WELL HEAD PROTECTION AREA.
- THERE ARE NO SOURCE WATER PROTECTION AREAS ON THIS SITE.

CITY ENGINEER APPROVAL

CONSTRUCTION IMPROVEMENT PLANS HAVE BEEN REVIEWED AND ARE FOUND TO BE IN GENERAL CONFORMANCE WITH THE CITY OF MILFORD CONSTRUCTION SPECIFICATIONS AND DETAILS. THE OWNER AND HIS ENGINEER AND/OR SURVEYOR ASSUME ALL RESPONSIBILITY FOR DESIGN AND ACCURACY OF INFORMATION SHOWN HEREON.

| | | |
|------------------|----------|------|
| JASON LOAR, P.E. | P.E. NO. | DATE |
| ERIC NOREBERG | P.E. NO. | DATE |

OWNERS CERTIFICATION

WE, KP REALTY HOLDINGS, LLC, HEREBY CERTIFY THAT WE ARE THE OWNER OF THE PROPERTY DESCRIBED AND SHOWN ON THIS PLAN, THAT THE PLAN WAS MADE AT OUR DIRECTION, AND THAT WE ACKNOWLEDGE THE SAME TO BE OUR ACT AND DESIRE THE PLAN TO BE DEVELOPED AS SHOWN IN ACCORDANCE WITH ALL APPLICABLE LAWS, AND REGULATIONS.

SIGNATURE _____ DATE _____

ENGINEERS CERTIFICATION

I, GREGORY V. MOORE, HEREBY CERTIFY THAT I AM A REGISTERED ENGINEER IN THE STATE OF DELAWARE, THAT THE INFORMATION SHOWN HEREON HAS BEEN PREPARED UNDER MY SUPERVISION AND TO MY BEST KNOWLEDGE AND BELIEF REPRESENTS GOOD ENGINEERING PRACTICES AS REQUIRED BY THE APPLICABLE LAWS OF THE STATE OF DELAWARE.

GREGORY V. MOORE P.E. NO. 9311 DATE _____

BECKER MORGAN GROUP

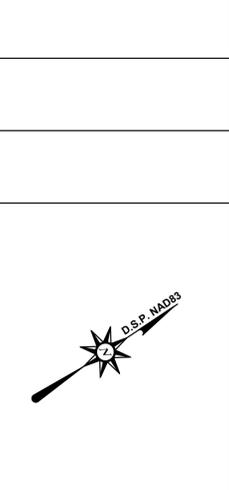
ARCHITECTURE
ENGINEERING

Dover, DE
309 S. Governors Ave.
Dover, DE 19904
Ph. 302.734.7950
Fax 302.734.7965

Salisbury, MD
312 West Main St. Suite 300
Salisbury, MD 21801
Ph. 410.546.9100
Fax 410.546.5824

Wilmington, NC
3205 Randall Parkway, Suite 211
Wilmington, North Carolina 28403
Ph. 910.341.7600
Fax 910.341.7506

www.beckermorgan.com



PROJECT TITLE

DUNKIN DONUTS

675 DUPONT BOULEVARD
CITY OF MILFORD, 19963
KENT COUNTY, DELAWARE

SHEET TITLE

**COVER SHEET
CONDITIONAL USE/
PRELIMINARY SITE
CONSTRUCTION
PLAN**



ISSUE BLOCK

| NO. | DATE | DESCRIPTION |
|-----|---------|---|
| 2 | 4/17/17 | REVISED PER MILFORD PLANNING COMMENTS MADE ON APRIL 7, 2017 |
| 1 | 4/17/17 | REVISED PER DBF COMMENTS MADE ON MARCH 6, 2017 |

MARK DATE DESCRIPTION
LAYER/STATE: 0/00

PROJECT NO.: 2007168.04
DATE: 01/13/2017
SCALE: 1" = 20'
DRAWN BY: D.S.G. PROJ. MGR.: G.V.M.
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C-001
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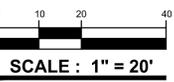
PROJECT TITLE

**DUNKIN
DONUTS**

675 DUPONT BOULEVARD
CITY OF MILFORD, 19963
KENT COUNTY, DELAWARE

SHEET TITLE

**EXISTING
CONDITIONS AND
DEMOLITION PLAN**



ISSUE BLOCK

| NO. | DATE | DESCRIPTION |
|-----|---------|---|
| 2 | 4/17/17 | REVISED PER MILFORD PLANNING COMMENTS MADE ON APRIL 7, 2017 |
| 1 | 4/17/17 | REVISED PER DBF COMMENTS MADE ON MARCH 6, 2017 |

PROJECT NO.: 2007168.04

DATE: 01/13/2017

SCALE: 1" = 20'

DRAWN BY: D.S.G. PROJ. MGR.: G.V.M.

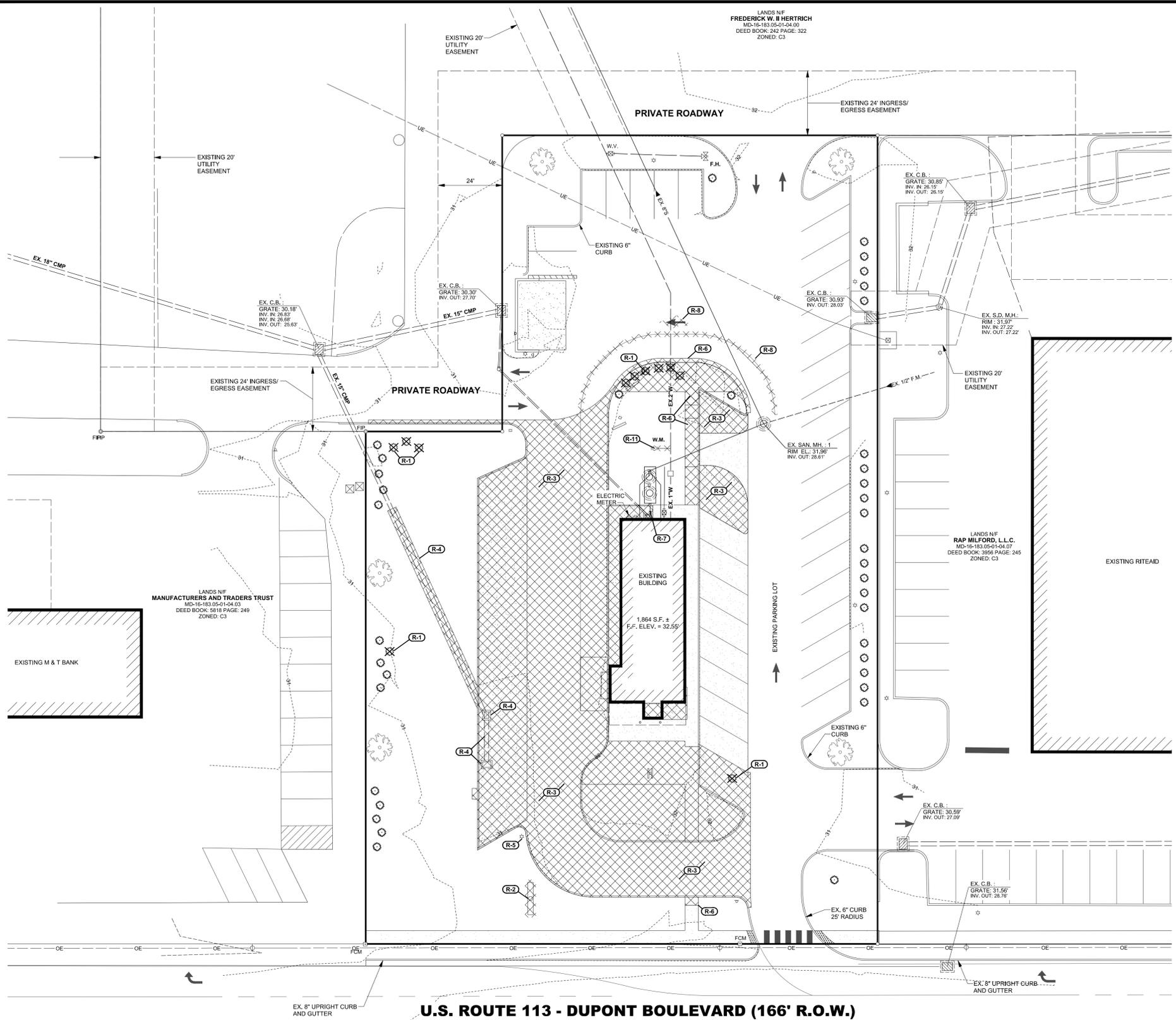
SHEET

C-101

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DEMOLITION CONSTRUCTION NOTES

- R-1** CONTRACTOR TO REMOVE EXISTING TREES AND SHRUBS AS NECESSARY TO CONSTRUCT PROPOSED SITE IMPROVEMENTS
- R-2** CONTRACTOR TO RELOCATE EXISTING OVERHEAD SIGN TO LOCATION SHOWN ON SHEET C-201
- R-3** CONTRACTOR TO SAW CUT AND REMOVE ONLY THE NECESSARY PAVEMENT, CONCRETE, SIDEWALK AND OR CURB FOR THE CONSTRUCTION OF PROPOSED SITE IMPROVEMENTS SHOWN ON SHEET C-201.
- R-4** CONTRACTOR TO REMOVE THE SECTIONS OF STORM DRAIN PIPE AND CATCH BASINS NECESSARY TO CONSTRUCT PROPOSED STORM DRAIN IMPROVEMENTS AS SHOWN ON SHEET C-201.
- R-5** CONTRACTOR TO RELOCATE THE EXISTING LIGHT POLE TO LOCATION SHOWN ON SHEET C-201. THE EXISTING CONCRETE LIGHT POLE PEDESTAL IS TO BE REMOVED.
- R-6** CONTRACTOR TO REMOVE NECESSARY CONCRETE TO CONSTRUCT HANDICAP RAMPS AS SHOWN ON GRADING SHEET C-401.
- R-7** CONTRACTOR TO REMOVE LATERAL CONNECTION TO EXISTING GREASE TRAP AND CAP. LATERAL SHOULD BE CAPPED JUST OUTSIDE OF BUILDING FOUNDATION LEAVING ENOUGH ROOM FOR NEW LATERAL CONNECTION TO GREASE TRAP AS SHOWN ON SHEET C-201.
- R-8** CONTRACTOR TO REMOVE EXISTING STRIPING AND DIRECTIONAL ARROW BY SAND BLASTING OR OTHER APPROVED METHOD. APPROXIMATELY 110 L.F.
- R-9** CONTRACTOR TO SAW CUT AND REMOVE ONLY THE NECESSARY PAVEMENT AND CURB AS SHOWN IN ORDER TO CLOSE THE EXISTING ENTRANCE. TOPSOIL AND SEED TO RESTORE LAWN.
- R-10** CONTRACTOR TO RELOCATE EXISTING STOP SIGN TO LOCATION SHOWN ON SHEET C-201.
- R-11** CONTRACTOR TO RELOCATE EXISTING WATER METER AS SHOWN ON SHEET C-201. WATER LINE TO BE ABANDONED IN ACCORDANCE WITH TOWN OF MILFORD PUBLIC WORKS.





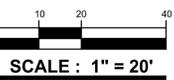
PROJECT TITLE

DUNKIN DONUTS

675 DUPONT BOULEVARD
CITY OF MILFORD, 19963
KENT COUNTY, DELAWARE

SHEET TITLE

**UTILITY, STRIPING
AND SIGNAGE PLAN**



ISSUE BLOCK

| NO. | DATE | DESCRIPTION |
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PROJECT NO.: 2007168.04

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SCALE: 1" = 20'

DRAWN BY: D.S.G. PROJ. MGR.: G.V.M.

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FIRE MARSHAL GENERAL NOTES

1. ALL FIRE LANE DEMARCATION AND FIRE LANE SIGNS SHALL BE IN ACCORDANCE WITH ALL THE STATE FIRE PREVENTION REGULATIONS.
2. ANY GAS FIRED HVAC EQUIPMENT MUST BE EQUIPPED WITH EMERGENCY CUT OFF SWITCHES REMOTELY LOCATED.
3. ADDRESS NUMBERS OF AT LEAST 12 INCHES IN HEIGHT MUST BE PLACED ON THE STREET SIDE OF THE BUILDING VISIBLE FROM THE STREET.
4. ANY NATURAL OR LP GAS BOTTLES, METERS, REGULATORS, ETC. MUST HAVE IMPACT PROTECTION.
5. KNOX BOXES SHALL BE PROVIDED AND INSTALLED ADJACENT TO THE MAIN ENTRANCE DOOR.
6. OCCUPANCY DEFINITION PER NFPA 01: BUSINESS
7. CONSTRUCTION TYPE PER NFPA 220: TYPE V
8. AUTOMATIC FIRE SPRINKLERS ARE NOT PROPOSED FOR THIS STRUCTURE.

GENERAL NOTES FOR SITE SIGNAGE AND STRIPING

1. SWEEP AND CLEAN SURFACE TO ELIMINATE LOOSE MATERIAL AND DUST BEFORE PAINTING.
2. USE CHLORINATED-RUBBER BASE TRAFFIC LANE MARKING PAINT, FACTORY MIXED, QUICK DRYING AND NON-BLEEDING, FOR ALL PAVEMENT MARKINGS.
3. CONTRACTOR SHALL PROVIDE SIGNAGE AND STRIPING ON ROADWAY SURFACES AS INDICATED.
4. TRAFFIC AND LANE MARKING PAINT SHALL NOT BE APPLIED UNTIL LAYOUT AND PLACEMENT ARE VERIFIED WITH THE OWNER'S REPRESENTATIVE.
5. ALL TRAFFIC SIGNAGE SHALL BE POSTED IN ACCORDANCE WITH THE CURRENT DELAWARE DEPARTMENT OF TRANSPORTATION REGULATIONS.
6. ALL FIRE LANE DEMARCATION AND FIRE LANE SIGNS SHALL BE IN ACCORDANCE WITH ALL THE STATE FIRE PREVENTION REGULATIONS.

STRIPING & SIGNAGE CONSTRUCTION NOTES

- T-1 4" WIDE SOLID ACCESSIBLE BLUE PARKING STRIPING
- T-2 4" WIDE ACCESSIBLE BLUE CROSS-HATCHED STRIPING @ 45°, 2' O.C. SPACING STRIPING (TYP.). SEE DETAIL, SHEET C-901
- T-3 PAINTED ACCESSIBLE SYMBOL, PAINT ACCESSIBLE BLUE (TYP.). SEE DETAIL, SHEET C-901
- T-4 4" WIDE SOLID WHITE PARKING STRIPING (TYP.)
- T-5 PROPOSED PAINTED STRIPING - 4" WIDE SOLID WHITE LINE.
- T-6 PROPOSED PAINTED DIRECTIONAL TRAFFIC ARROWS.
- T-7 PROPOSED PAD SITE SIGN.
- T-8 PROPOSED PREVIEW AND MENU BOARD (SEE ARCHITECTURAL PLANS)
- T-9 PROPOSED "DO NOT ENTER" SIGN. SEE DETAIL SHEET C-901
- T-10 PROPOSED "STOP" SIGN. SEE DETAIL SHEET C-902
- T-11 PROPOSED "ACCESSIBLE PARKING" SIGN. SEE DETAIL SHEET C-901
- T-12 PROPOSED 18" WIDE WHITE PAINTED STOP LINE.

GENERAL CONSTRUCTION NOTES

- G-1 INSTALL INTEGRAL P.C.C. CURB TYPE 1 - 6" MODIFIED SEE DETAIL SHEET C-901.
- G-2 INSTALL 4" THICK, 5' WIDE CONCRETE SIDEWALK. SEE DETAIL SHEET C-901.
- G-3 FINE GRADE WITH GABC UP TO ASPHALT PAVEMENT SUBGRADE. INSTALL BITUMINOUS PAVEMENT PER DETAIL SHEET C-901.
- G-4 PROPOSED PARKING LOT LIGHT LOCATIONS SHOWN ARE NOT BASED ON CALCULATIONS. OWNER AND CONTRACTOR TO DETERMINE LIGHTING TYPES AND EXACT LOCATIONS TO OBTAIN THE 1.5 FOOT CANDLES AT GRADE. FIXTURE LOCATIONS NOT TO CONFLICT WITH REQUIRED LANDSCAPE TREE PLANTINGS.
- G-5 PROPOSED CURB RAMPS. SEE DETAILS SHEET C-901.
- G-6 INSTALL 5" CONCRETE FILLED STEEL PIPE BOLLARD AT LOCATION SHOWN. SEE DETAIL SHEET C-901.
- G-7 CONTRACTOR TO SAW CUT AND REMOVE ONLY THE NECESSARY PAVEMENT FOR CONSTRUCTION AND TO MATCH EXISTING PAVEMENT PER TIE-IN DETAIL. SEE SHEET C-901.

NOTE:

1. THE EXISTING TRANSFORMER LOCATED IN THE SOUTHWEST CORNER OF THE RITE-AID SITE PROVIDES ELECTRICAL SERVICE TO THE EXISTING BUILDING AND WILL PROVIDE ELECTRIC TO PROPOSED ADDITION.
2. FOUR INCH CONDUIT(S) HAVE BEEN INSTALLED FROM THE TRANSFORMER TO THE BUILDING DURING THE CONSTRUCTION OF EXISTING BUILDING. AN ADDITIONAL FOUR INCH CONDUIT WAS INSTALLED FOR A SPARE.

DOMESTIC WATER SYSTEM CONSTRUCTION NOTES

- W-1 INSTALL 2 X 2 X 1 TEE IN PLACE OF EXISTING TEE IN ORDER TO CONSTRUCT 2" LINE TO SERVE 1" SERVICE TO RETAIL SPACE 1 AND 2.
- W-2 INSTALL WATER METER IN PIT. PURCHASE TO BE COORDINATED WITH CITY OF MILFORD PUBLIC WORKS DEPARTMENT. SEE DETAIL SHEET C-902.
- W-3 INSTALL 1" S.D.R. 9 POLYETHYLENE WITH #12 SOLID STRAND COATED TRACER WIRE FROM WATER MAIN TO AS SHOWN (10± L.F. PER RUN, 20± L.F. TOTAL) (48" MINIMUM COVER).
- W-4 INSTALL 2 X1 REDUCING ELBOW.
- W-5 INSTALL 2" S.D.R. 9 POLYETHYLENE WITH #12 SOLID STRAND COATED TRACER WIRE FROM WATER MAIN TO AS SHOWN (52± L.F. TOTAL) (48" MINIMUM COVER).

SANITARY SEWER CONSTRUCTION NOTES

- S-1 CONTRACTOR TO TIE PROPOSED 6" PVC INTO THE EXISTING CLEAN OUT AT LOCATION SHOWN.
- S-2 CONTRACTOR TO INSTALL 6" PVC AS SHOWN, MAINTAIN POSITIVE SLOPE.
- S-3 PROPOSED CLEANOUT. SEE DETAIL SHEET (C901).
- S-4 CONTRACTOR TO TIE INTO EXISTING GREASE TRAP AT LOCATION SHOWN.
- S-5 CONTRACTOR TO INSTALL PVC LINE TO TIE PROPOSED BUILDING ADDITION INTO THE EXISTING GREASE TRAP AT LOCATION SHOWN.

STORM SEWER CONSTRUCTION NOTES

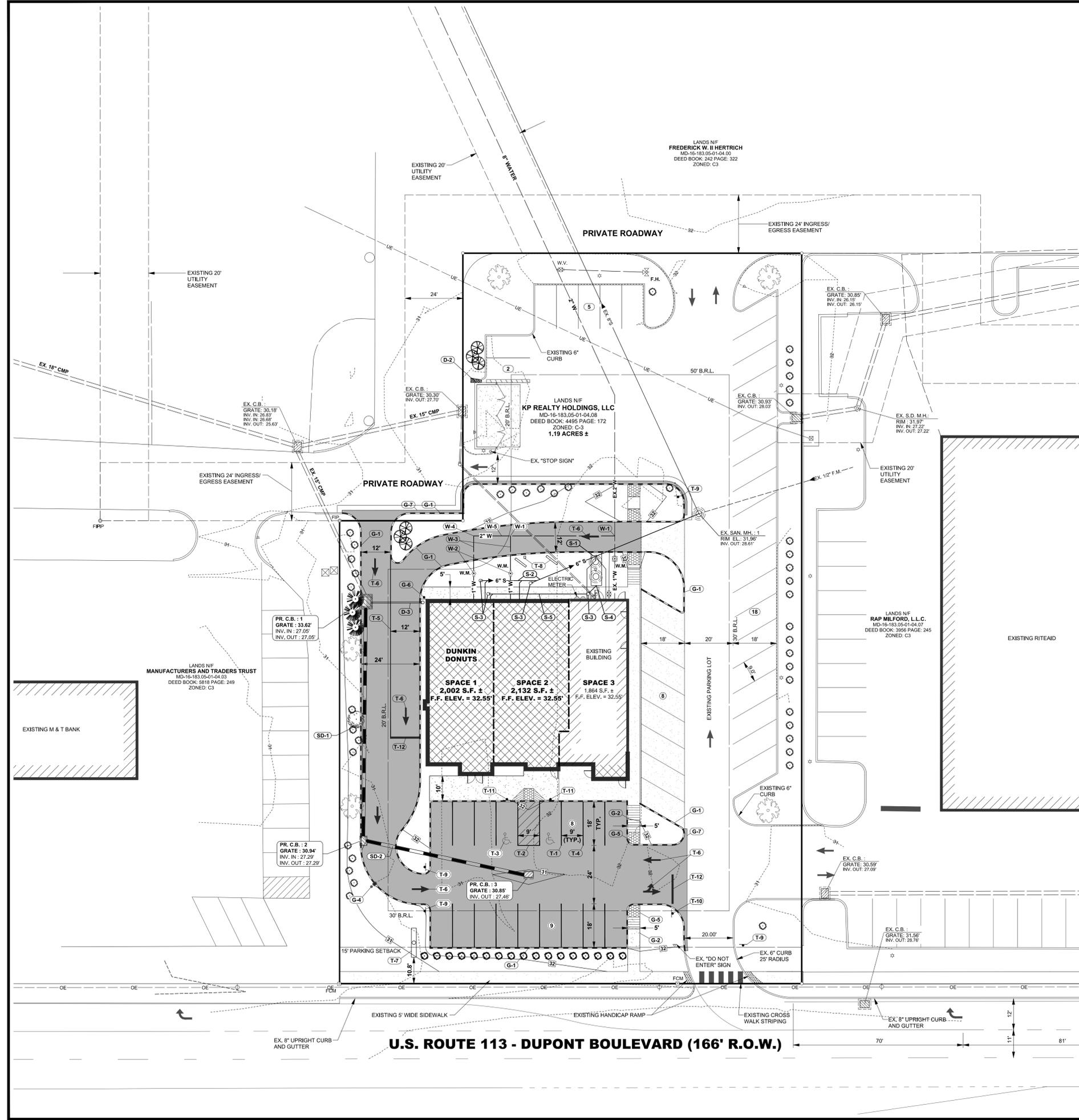
- D-1 PROPOSED 6" ROOF DRAIN CONNECTION. CONTRACTOR TO FIELD VERIFY HORIZONTAL AND VERTICAL ALIGNMENT.

STORM DRAIN PIPE SCHEDULE

| PIPE NO. | SIZE | PIPE TYPE | LENGTH | SLOPE | INV. IN | INV. OUT |
|----------|------|-----------|--------|-------|---------|----------|
| SD-1 | 12" | RCP | 95' | 0.25% | 27.29' | 27.05' |
| SD-2 | 12" | RCP | 68' | 0.25% | 27.46' | 27.29' |

CATCH BASIN SCHEDULE

| CB NO. | INLET BOX | COVER SLAB | TOP UNIT | FRAME/GRATE | GRATE EL. | INV. IN | INV. OUT |
|--------|-----------|------------|----------|-------------|-----------|---------------|------------------|
| 1 | 48" x 48" | 60" x 60" | TYPE C | TYPE 1 | 33.62' | 27.05' (SD-1) | 27.05' (EX-SD19) |
| 2 | 34" x 24" | N/A | TYPE C | TYPE 1 | 30.94' | 27.29' (SD-2) | 27.29' (SD-1) |
| 3 | 34" x 24" | N/A | TYPE A | TYPE 1 | 30.85' | | 27.46' (SD-2) |



U.S. ROUTE 113 - DUPONT BOULEVARD (166' R.O.W.)

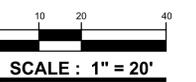
PROJECT TITLE

DUNKIN DONUTS

675 DUPONT BOULEVARD
CITY OF MILFORD, 19963
KENT COUNTY, DELAWARE

SHEET TITLE

GRADING PLAN



ISSUE BLOCK

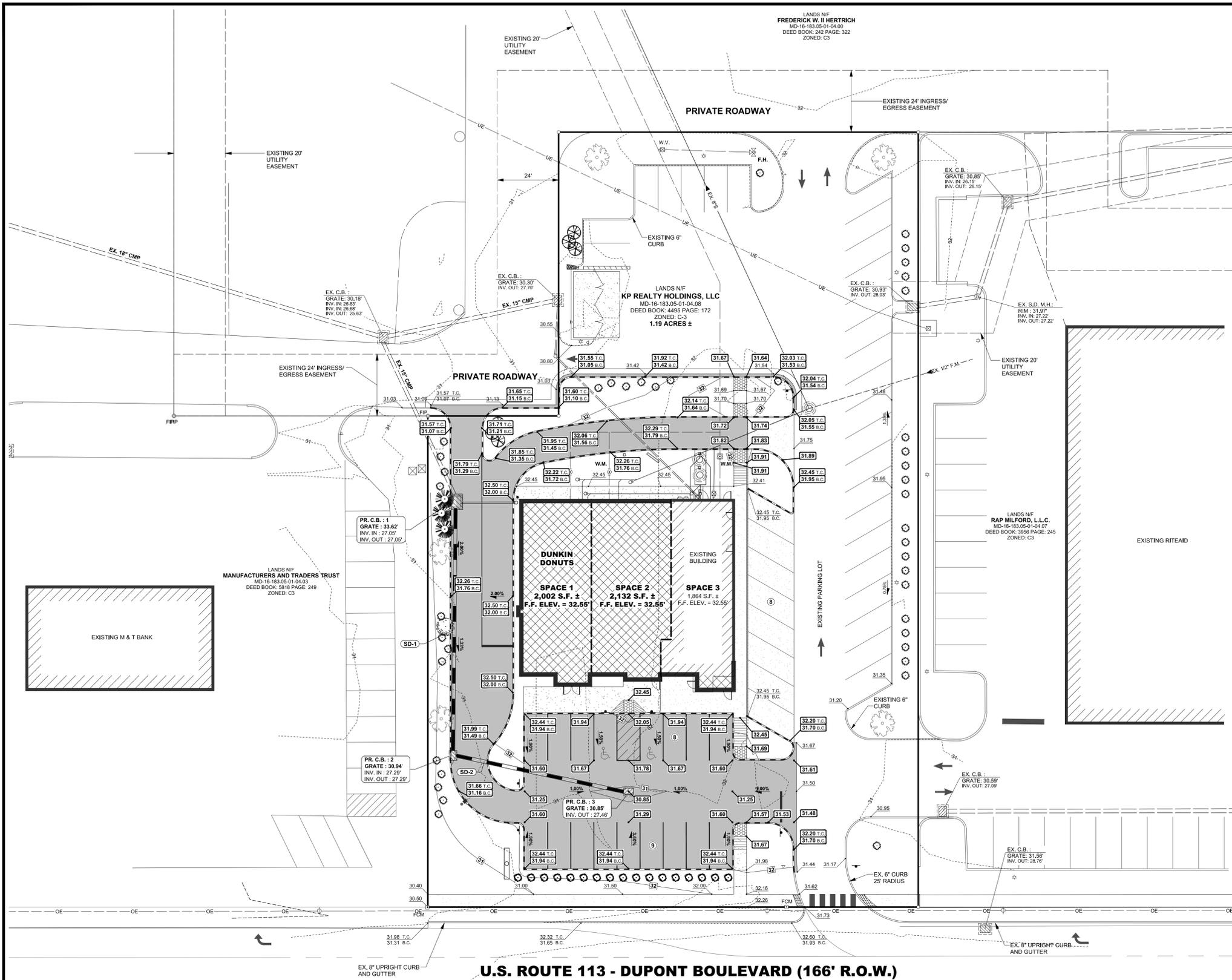
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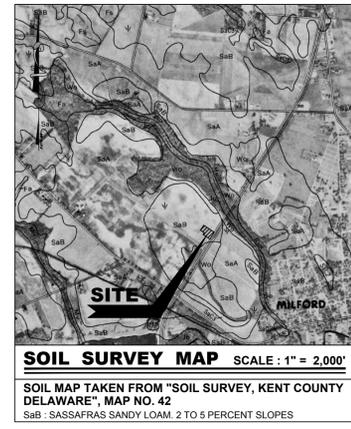
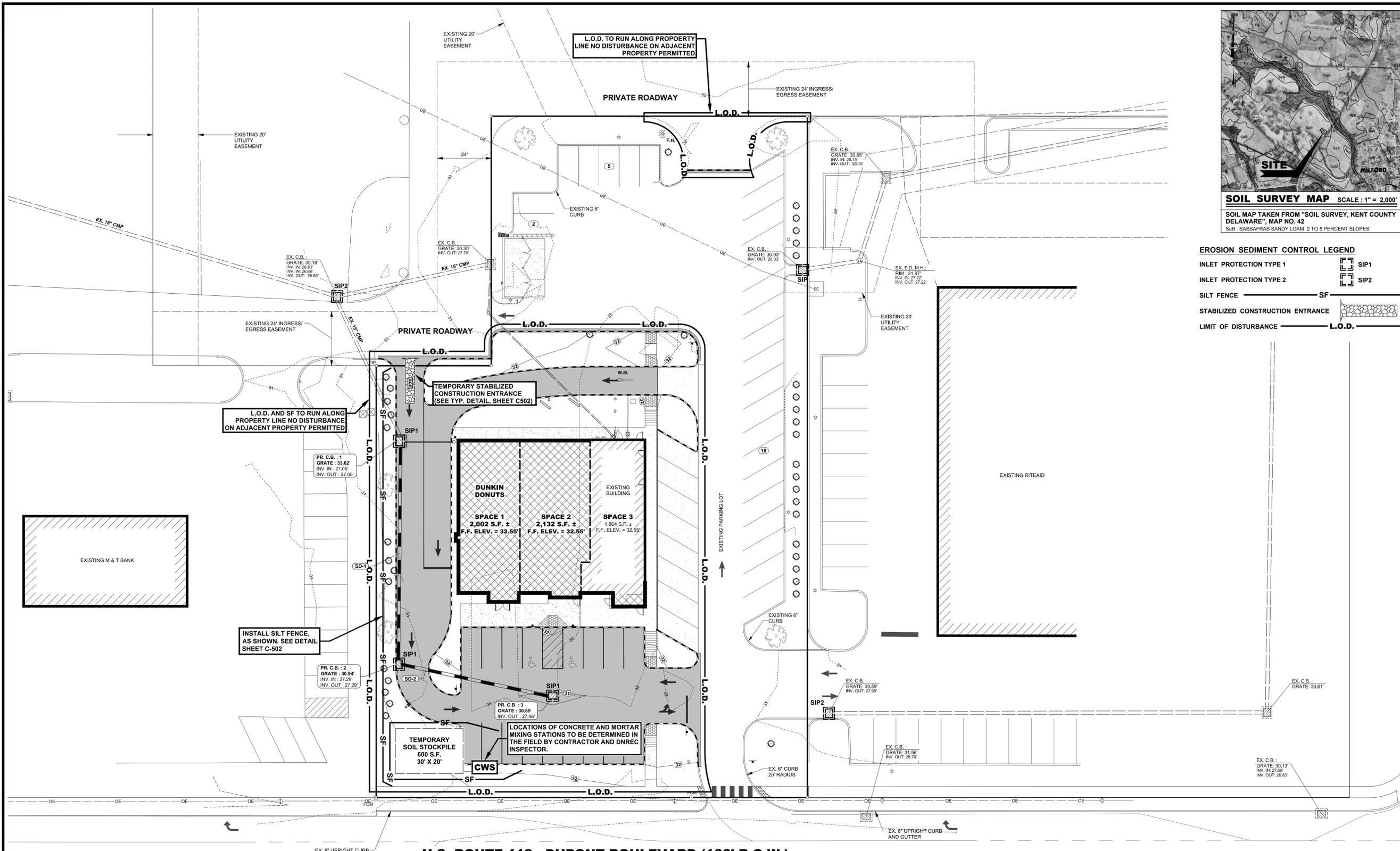
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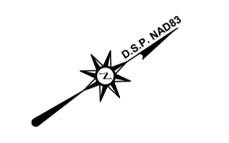
| ITEM | EXISTING | PROPOSED |
|--|--|--|
| SANITARY GRAVITY SEWER LINE, SIZE & FLOW DIRECTION | EX. 10" S | 10" S |
| SANITARY SEWER FORCE MAIN, SIZE & FLOW DIRECTION | EX. 10" F.M. | 12" F.M. |
| SANITARY SEWER MANHOLE (S.M.H.) | EX. 10" W | 12" W |
| SANITARY SEWER CLEANOUT | EX. 10" W | 12" W |
| WATER MAIN & SIZE | EX. 10" W | 12" W |
| FIRE HYDRANT | F.H. | F.H. |
| WATER VALVE (W.V.) OR METER (W.M.) | W.M. W.V. | W.M. W.V. |
| STORM DRAIN MANHOLE (S.D.M.H.) | W.M. W.V. | W.M. W.V. |
| STORM DRAIN LINE (CMP OR RCP) | EX. 2" G | 2" G |
| CATCH BASIN | EX. 2" G | 2" G |
| UTILITY POLE W/ OVERHEAD SERVICE (TELEPHONE OR ELECTRIC OR BOTH) | U.E. | U.E. |
| UNDERGROUND ELECTRIC | U.T. | U.T. |
| UNDERGROUND TELEPHONE | EX. 2" G | 2" G |
| UNDERGROUND GAS MAIN | EX. 2" G | 2" G |
| CONCRETE CURB & GUTTER | CONCRETE SIDEWALK, SLAB / PAVING | CONCRETE SIDEWALK, SLAB / PAVING |
| CONCRETE SIDEWALK, SLAB / PAVING | IMPERVIOUS SURFACED ROAD, DRIVE OR LOT | IMPERVIOUS SURFACED ROAD, DRIVE OR LOT |
| IMPERVIOUS SURFACED ROAD, DRIVE OR LOT | INDIVIDUAL TREE OR BUSH | INDIVIDUAL TREE OR BUSH |
| INDIVIDUAL TREE OR BUSH | STRUCTURE (CONCRETE, WOOD, METAL ETC.) | STRUCTURE (CONCRETE, WOOD, METAL ETC.) |
| STRUCTURE (CONCRETE, WOOD, METAL ETC.) | DRAINAGE DITCH OR SWALE | DRAINAGE DITCH OR SWALE |
| DRAINAGE DITCH OR SWALE | CONTOUR | CONTOUR |
| CONTOUR | ELEVATION SPOT SHOT | ELEVATION SPOT SHOT |
| ELEVATION SPOT SHOT | BENCH MARK | BENCH MARK |
| BENCH MARK | PROPERTY OR RIGHT-OF-WAY LINE | PROPERTY OR RIGHT-OF-WAY LINE |
| PROPERTY OR RIGHT-OF-WAY LINE | LIGHT POLE | LIGHT POLE |
| LIGHT POLE | CONSTRUCTION NOTE | CONSTRUCTION NOTE |
| CONSTRUCTION NOTE | | |



EROSION SEDIMENT CONTROL LEGEND

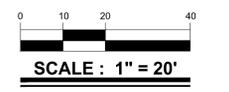
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| INLET PROTECTION TYPE 2 | | SIP2 |
| SILT FENCE | | SF |
| STABILIZED CONSTRUCTION ENTRANCE | | |
| LIMIT OF DISTURBANCE | | L.O.D. |

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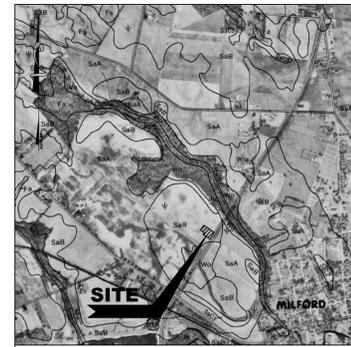
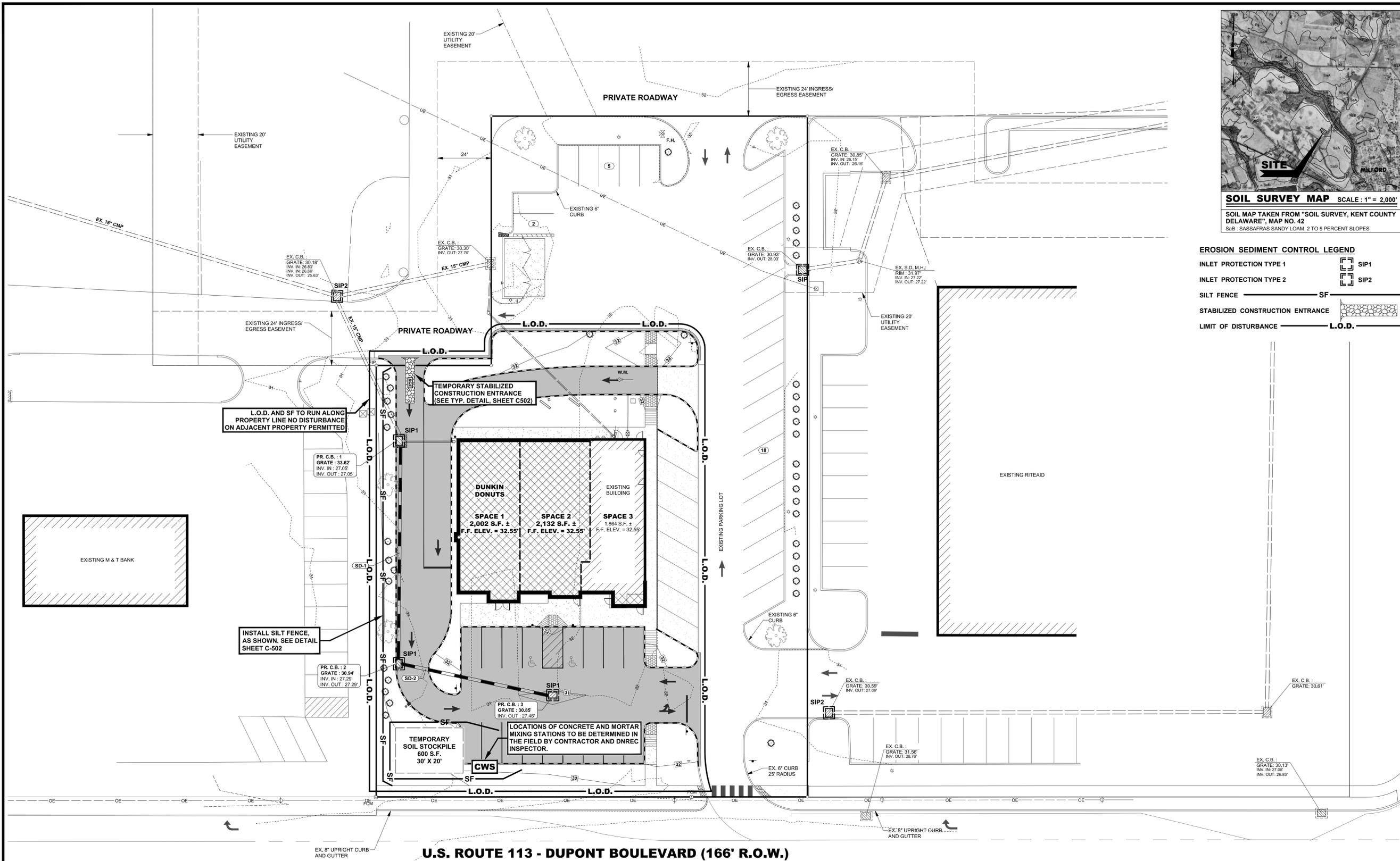
PROJECT TITLE
DUNKIN DONUTS
 675 DUPONT BOULEVARD
 CITY OF MILFORD, 19963
 KENT COUNTY, DELAWARE

SHEET TITLE
EROSION AND SEDIMENT CONTROL PLAN



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| LAYER/STATE: C-501 | | | |
| PROJECT NO.: | | 2007168.04 | |
| DATE: | | 01/13/2017 | |
| SCALE: | | 1" = 20' | |
| DRAWN BY: | | D.S.G. PROJ. MGR.: G.V.M. | |

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SOIL SURVEY MAP SCALE: 1" = 2,000'
 SOIL MAP TAKEN FROM "SOIL SURVEY, KENT COUNTY DELAWARE", MAP NO. 42
 SAb: SASSAFRAS SANDY LOAM, 2 TO 5 PERCENT SLOPES

EROSION SEDIMENT CONTROL LEGEND

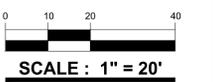
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| INLET PROTECTION TYPE 1 | | SIP1 |
| INLET PROTECTION TYPE 2 | | SIP2 |
| SILT FENCE | | SF |
| STABILIZED CONSTRUCTION ENTRANCE | | |
| LIMIT OF DISTURBANCE | | L.O.D. |

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PROJECT TITLE
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 675 DUPONT BOULEVARD
 CITY OF MILFORD, 19963
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SHEET TITLE
EROSION AND SEDIMENT CONTROL PLAN

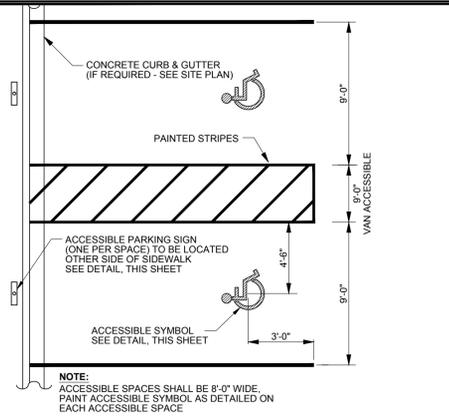


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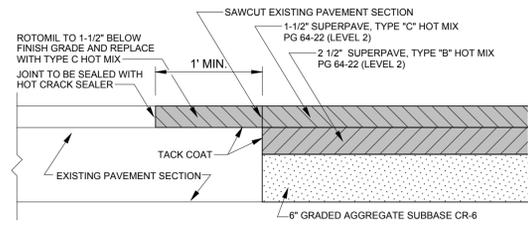
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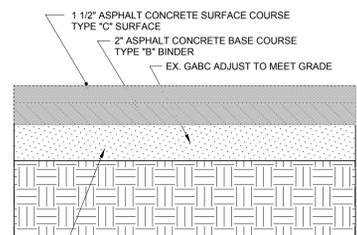
ACCESSIBLE PARKING SPACE PLAN

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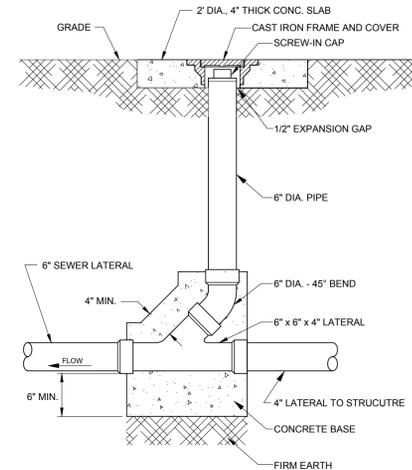
PAVEMENT TIE-IN SECTION - LIGHT DUTY

NO SCALE BMG NO. : SW-2D



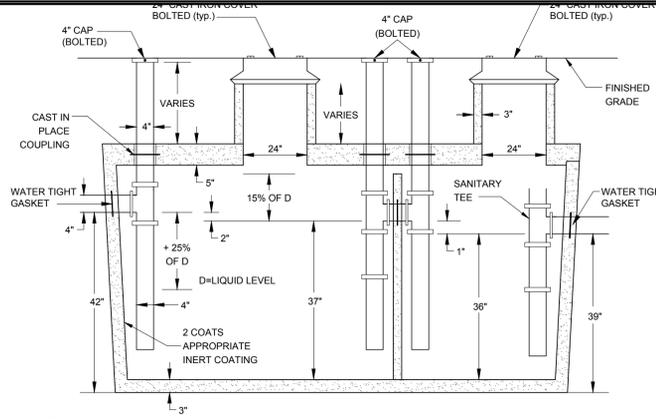
PAVEMENT SECTION DETAIL

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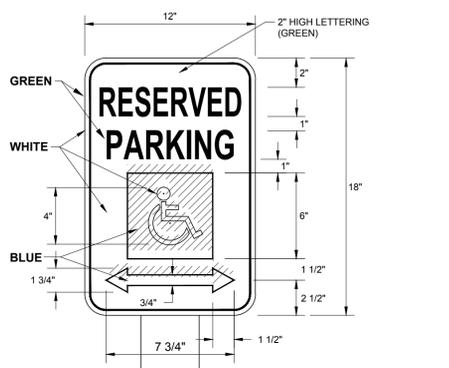
SANITARY SEWER CLEANOUT

NO SCALE BMG NO. : SS-3B



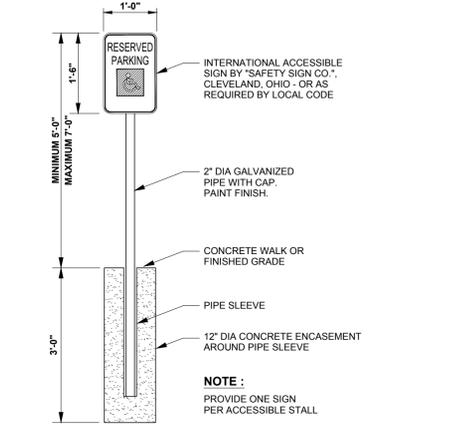
PRECAST GREASE TRAP DETAIL (1,500 GAL.)

NO SCALE BMG NO. : SS-8D



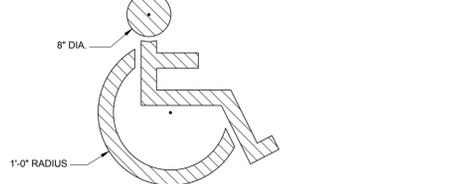
ACCESSIBLE PARKING SIGN DETAIL

NO SCALE BMG NO. : SW-4C



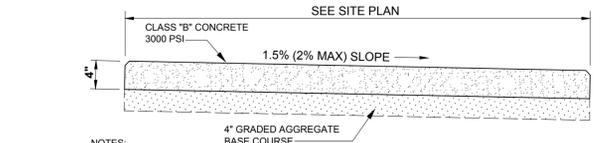
ACCESSIBLE PARKING SIGN & POLE DETAIL

NO SCALE BMG NO. : SW-4D



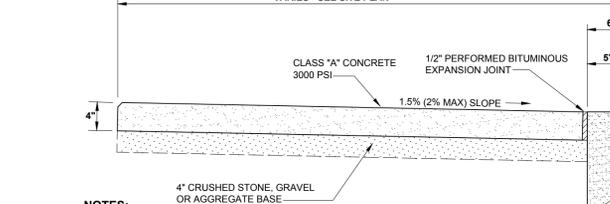
ACCESSIBLE SYMBOL DETAIL

NO SCALE BMG NO. : SW-4E



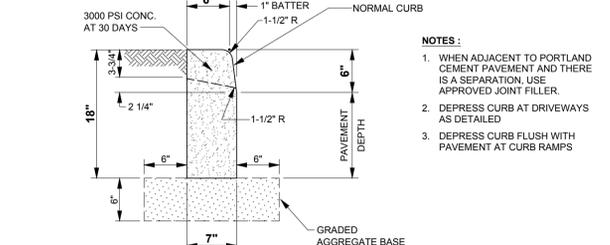
CONCRETE SIDEWALK

NO SCALE BMG NO. : SW-3C



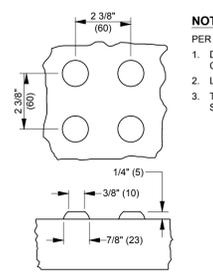
COMBINATION SIDEWALK AND CURB DETAIL

NO SCALE BMG NO. : SW-3E



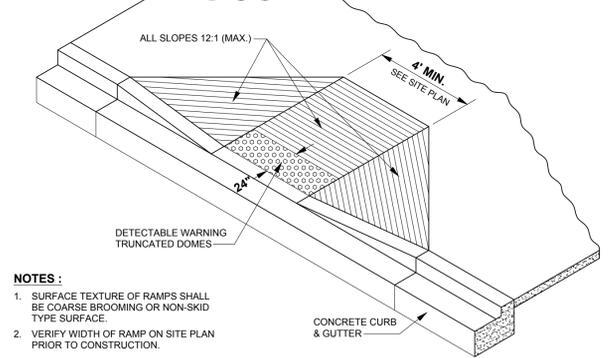
P.C.C. CURB - TYPE 1 (MODIFIED - 6")

NO SCALE BMG NO. : SW-01G-6



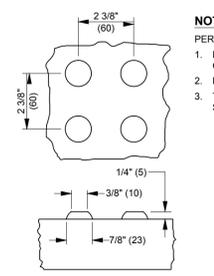
DETECTABLE WARNINGS - TRUNCATED DOME

NOTE: PRIOR TO INSTALLATION VERIFY MATERIALS AND COLORS WITH DELDOT AND/OR LOCAL AGENCIES



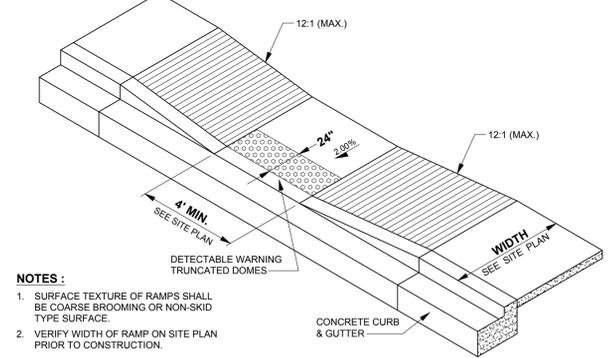
ACCESSIBLE RAMP DETAIL

NO SCALE BMG NO. : SW-4A



DETECTABLE WARNINGS - TRUNCATED DOME

NOTE: PRIOR TO INSTALLATION VERIFY MATERIALS AND COLORS WITH DELDOT AND/OR LOCAL AGENCIES



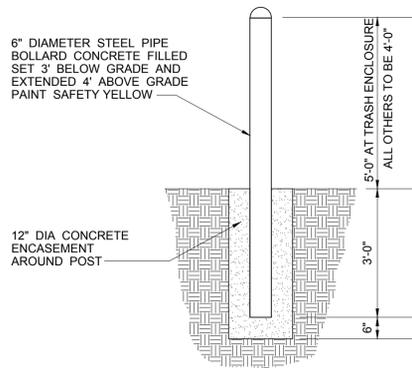
ACCESSIBLE RAMP DETAIL

NO SCALE BMG NO. : SW-4A



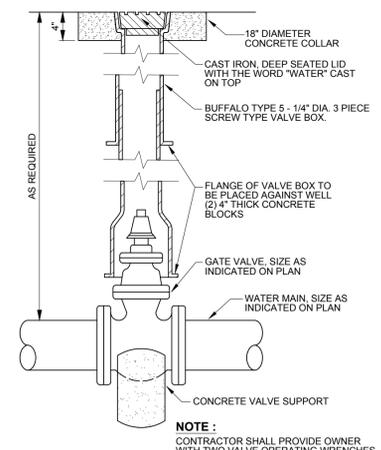
SIGN PANEL DETAIL

NO SCALE BMG NO. : SS-8A



PIPE BOLLARD DETAIL

NO SCALE BMG NO. : SW-9C



GATE VALVE DETAIL

NO SCALE BMG NO. : W-03



ARCHITECTURE
ENGINEERING

Dover
309 S. Governors Ave.
Dover, DE 19904
Ph. 302.734.7950
Fax 302.734.7965

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Salisbury, MD 21801
Ph. 410.546.9100
Fax 410.546.5824

Wilmington
307 A Street
Wilmington, DE 19801
Ph. 302.888.2600
Fax 302.888.2427

www.beckermorgan.com

PROJECT TITLE

DUNKIN DONUTS

675 DUPONT BOULEVARD
CITY OF MILFORD
KENT COUNTY, DELAWARE

SHEET TITLE

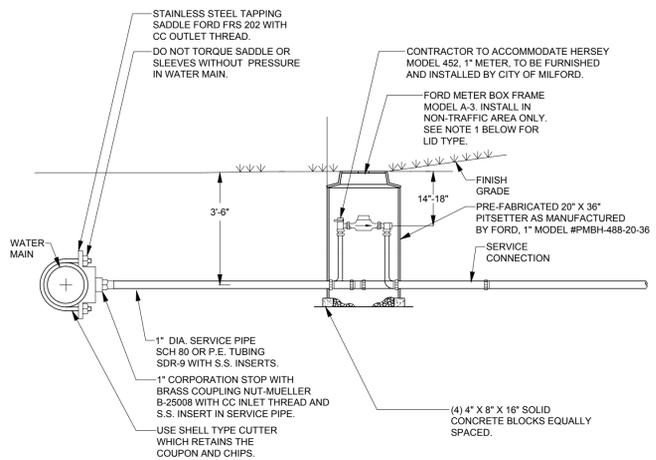
CONSTRUCTION DETAILS

ISSUE BLOCK

| MARK | DATE | DESCRIPTION |
|------|---------|---|
| 2 | 4/17/17 | REVISED PER MILFORD PLANNING COMMENTS MADE ON APRIL 7, 2017 |
| 1 | 4/17/17 | REVISED PER DBF COMMENTS MADE ON MARCH 6, 2017 |

PROJECT NO.: 2007168.04
DATE: 01/13/2017
SCALE: AS SHOWN
DRAWN BY: D.S.G. | PROJ. MGR.: G.V.M.
SHEET

C-901
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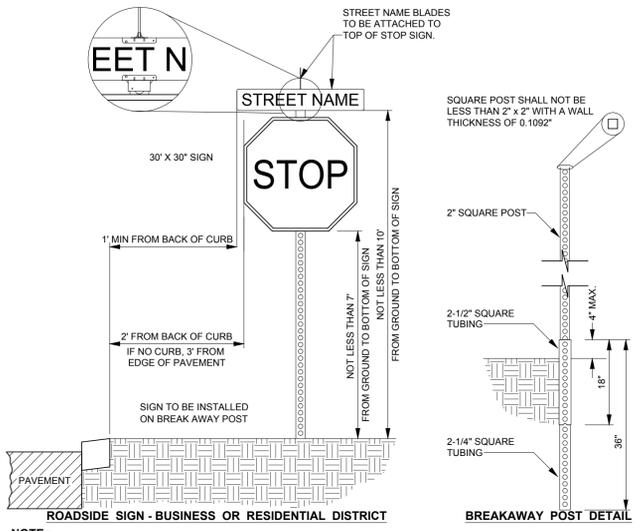


- NOTES
- INSTALL POLY LID AS MANUFACTURED BY MID-STATES PLASTICS, INC., MODEL MS1.1.
 - WRAP ALL THREAD WITH TEFLON TAPE.
 - INSTALL METER PIT IN NON-TRAFFIC AREA ONLY.
 - METER SHALL BE RADIO-READ.

WATER METER DETAIL

NO SCALE

BMG NO. :



ROADSIDE SIGN - BUSINESS OR RESIDENTIAL DISTRICT

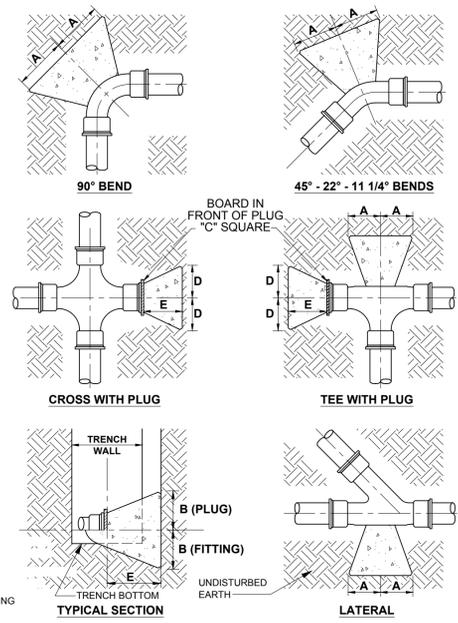
NOTE:

- DESIGN, FABRICATION AND INSTALLATION OF ALL PERMANENT SIGNING SHALL BE AS OUTLINED IN THE "GUIDE FOR FABRICATION AND INSTALLATION OF TRAFFIC CONTROL DEVICES" (LATEST EDITION).
- IF SIGNS ARE MOUNTED TO TOP OF SIGN, THE OVERALL HEIGHT TO THE TOP OF SIGN MAY BE REDUCED BY ONE FOOT.
- STREET NAME BLADES SHALL BE PARALLEL TO STREET IN WHICH IT IS IDENTIFYING.
- SQUARE TUBES ARE TO BE FORMED FROM GALVANIZED SHEET STRUCTURAL (PHYSICAL) QUALITY, ASTM A 446, GRADE A, COATING DESIGNATION G 90, REGULAR SPANGLE, OR HOT ROLLED CARBON SHEET STEEL STRUCTURAL (PHYSICAL) QUALITY, ASTM A 570, GRADE 33.
- THE CONTRACTOR SHALL PROVIDE AND INSTALL PVC SLEEVES (4" INSIDE DIAMETER MIN., 6" INSIDE DIAMETER MAX.) IN PROPOSED CONCRETE SIDEWALKS, ISLANDS, AND MEDIANS FOR FUTURE TRAFFIC SIGN POSTS AS DIRECTED BY THE ENGINEER. THE LOWER END OF THE SLEEVE SHALL BE SET ON THE TOP OF THE SOIL.
- ALL SUBDIVISIONS SHALL BE REQUIRED TO HAVE ONE SPEED LIMIT 25 AND ONE WATCH CHILDREN SIGN, IN ADDITION TO THE STANDARD STOP SIGN AND STREET BLADES. THE SPEED LIMIT 25 SIGN MAY BE MOUNTED BELOW THE WATCH CHILDREN SIGN IF A 12' POST IS USED.

STOP SIGN & BREAKAWAY POST (W/ STREET NAMES)

NO SCALE

BMG NO. :



THRUST BLOCK DETAIL

NO SCALE

BMG NO. : W-05

| THRUST BLOCK SCHEDULE | | 150 P.S.I. TEST PRESSURE | | | | | | | | | |
|-----------------------|-----------------|--------------------------|-----|---------|---------|-----|-----|------|-----|-----|-----|
| PIPE SIZE | HOLD DIMENSIONS | 150 P.S.I. TEST PRESSURE | | | | | | | | | |
| | | 90° | 45° | 22 1/2° | 11 1/4° | LAT | TEE | PLUG | | | |
| INCHES | E M M | B | A | A | A | A | A | C | D | E | |
| 2, 3 & 4 | 10" | 7" | 10" | 6" | 3" | 3" | 7" | 7" | 10" | 7" | 6" |
| 6 | 14" | 10" | 15" | 8" | 4" | 4" | 10" | 10" | 12" | 10" | 8" |
| 8 | 20" | 14" | 18" | 10" | 5" | 5" | 14" | 14" | 14" | 14" | 12" |
| 10 | 28" | 18" | 24" | 14" | 7" | 7" | 16" | 16" | 16" | 16" | 14" |
| 12 | 30" | 20" | 26" | 16" | 8" | 8" | 20" | 20" | 18" | 20" | 20" |

- NOTE:
- THRUST BLOCKS SHALL BE POURED AGAINST UNDISTURBED MATERIAL. WHERE TRENCH WALL HAS BEEN DISTURBED EXCAVATE ALL LOOSE MATERIAL AND EXTEND THRUST BLOCK TO UNDISTURBED MATERIAL.
 - IN THE CASE OF FIRE HYDRANTS THE BOARDS MAY BE OMITTED WHEN SOLID BEARING CAN BE OBTAINED.
 - ON TEES AND BENDS EXTEND THRUST BLOCK THE FULL LENGTH AND PUT WOOD BLOCKING IN FRONT OF ALL PLUGS BEFORE POURING CONCRETE.
 - ALL WOOD BLOCKING SHALL BE 0.6 LB. CCA TREATED.
 - BACKFILL SHALL CONSIST OF SUITABLE MATERIAL FROM TRENCH EXCAVATION OR SELECT BACKFILL AT THE DIRECTION OF THE ENGINEER. ANY MUCK FOUND AROUND THE EXCAVATION SHALL BE REPLACED WITH COMPACTED ACCEPTABLE MATERIAL.
 - ALL PIPES 16" DIA. AND ABOVE SHALL HAVE RESTRAINED JOINTS OR HAVE SUITABLE THRUST RESTRAINT PROVIDED OF A DESIGN APPROVED BY THE ENGINEER.

PROJECT TITLE

DUNKIN DONUTS

675 DUPONT BOULEVARD
CITY OF MILFORD
KENT COUNTY, DELAWARE

SHEET TITLE

CONSTRUCTION DETAILS

ISSUE BLOCK

| MARK | DATE | DESCRIPTION |
|------|---------|---|
| 2 | 4/17/17 | REVISED PER MILFORD PLANNING COMMENTS MADE ON APRIL 7, 2017 |
| 1 | 4/17/17 | REVISED PER DBF COMMENTS MADE ON MARCH 6, 2017 |

PROJECT NO.: 2007168.04
DATE: 01/13/2017
SCALE: AS SHOWN
DRAWN BY: D.S.G. | PROJ. MGR.: G.V.M.

C-902

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ARCHITECTURE, INC.
(302) 645-9361

All design, concepts, ideas and drawings are the property of Moonlight Architecture, Inc. and are intended to be used in connection with this specific project only and shall not be used in whole or in part for any other purpose whatsoever without the written consent of Moonlight Architecture, Inc. No changes or deviations shall be allowed without the consent of Moonlight Architecture, Inc.

| | |
|---|---------------------|
| CONSTRUCTION DOCUMENTS FOR THE: | |
| MILFORD RETAIL CENTER | |
| <small>PROJECT ADDRESS: TOWN, STATE, ZIP CODE</small> | |
| PROJECT NO. | SCALE: 1/8" = 1'-0" |
| 17001 | DATE: 01/31/2017 |
| SCHEMATIC PLAN & ELEVATION | |
| <small>©Moonlight 2017 Moonlight Architecture, Inc.</small> | |

DRAWING NO.
SD-2



AI SCHEMATIC FRONT ELEVATION

1/8" = 1'-0"

CITY OF MILFORD PLAN REVIEW

| | | |
|---|---|---|
| DAVIS, BOWEN & FRIEDEL, INC. Project Review Comments | Submittal Phase: <u>Conditional Use & Preliminary</u> | Project No.: _____ |
| | Date Submitted: <u>03-06-17</u> | Project Title: <u>Dunkin Donuts</u> |
| | Submittal No.: <u>1</u> | Project A/E: <u>Becker Morgan Group</u> |
| | DBF Job No.: <u>052B031</u> | |
| | Date Returned: <u>04-07-17</u> | |

Distribution: P & Z Town Mgr _____ DPW Town Engineer Other _____

Name of Reviewer: Scott Adkisson Office: Milford, DE 302-424-1441

Documents Reviewed: Preliminary Site Construction Plans

| DWG/PAGE NO. | COMMENT NO. | PROJECT REVIEW COMMENTS | APPLICANT RESPONSE |
|------------------------|-------------|---|---|
| Conditional Use | | | |
| | 1 | In accordance with §230-14, B, (1); §230-13, B, (1); and §230-12, B, (8) retail sales are a buy-right use in the C-3 zoning district. | Code updated in the conditional use narrative |
| | 2 | In accordance with §230-14, B, (5) fast food restaurants are a buy-right use in the C-3 zoning district. | Code updated in the conditional use narrative |
| | 3 | The conditional use is required in accordance with §230-45: “...multiple permitted use or mixed use of a property shall be deemed a conditional use...” This- should be clearly stated at the outset of the conditional use narrative. | Note has been added to the Conditional Use Narrative. |
| | 4 | Aside from not describing the reason for the conditional use application in the narrative submitted, all items submitted to us for review pertaining to the conditional use have been submitted and are satisfactory. Items 3 and 4 on the conditional use submission | Reason has now been added per comment 3 note. |

| | | |
|---|---|-------------------------------------|
| DAVIS, BOWEN & FRIEDEL, INC. Project Review Comments | Submittal Phase: <u>Conditional Use & Preliminary</u> | Submittal No.: <u>1</u> |
| | Reviewer: <u>Scott Adkisson</u> | Project Title: <u>Dunkin Donuts</u> |

| | | | |
|--|----|--|--|
| | | requirements checklist are included in the narrative. Items 2, 5, 6, and 7 are included in the conditional use/preliminary site construction plan set. | |
| Conditional Use/Preliminary Site Construction Plans | | | |
| Sheet C-001 | 1 | Please change the title of this plan set to read: " Conditional Use/Preliminary Site Construction Plans ". | Title of the plan has been changed |
| | 2 | Add the attached City approval statements to this sheet. | Approval statements have been added |
| | 3 | Revise sheet titles in the sheet index or on the sheets so that the respective titles in each location match one another. | Sheets have been re-labeled to match the sheet index |
| | 4 | Add the name of an owner or an officer (with signature authority) of the LLC to number 1 of the site data. | Owners name has been added to the cover sheet |
| | 5 | The address given for the owner in number 1 of the site data does not correspond with the address currently on record with Kent County. See the attachment. Please confirm which address is correct. | The owner has informed me that the address on the plan is correct. |
| | 6 | Please provide the IDs of the NGS monuments noted in general note 1. | The NGS marker ID has been added to the plan please refer to no. 24 in the site data |
| | 7 | Add the minimum required parcel area to the site data. | Areas added to no.16 in the site data column |
| | 8 | Add the minimum required and actual lot lengths to the site data. | Areas added to no.16 in the site data column |
| | 9 | Note the total proposed open space in the site data and the percentage of this area with respect to the total site area. | Refer to no. 17 in the site data column |
| | 10 | Note the number of buildings being proposed and provide the area and use of each in number 11 of the site data. The total required parking for the two retail buildings as noted in number 11 is greater than what is actually required if the building footprint areas noted on the plan are correct. | Refer to no. 27 in the site data column |
| | 11 | Why are the values indicated for number 13 and number 16 different from one another. Describe what number 16 includes if it is not the total lot impervious coverage. | No. 16 has been corrected to match no. 13 |
| | 12 | Add " Each Two " after " Per " in the restaurant parking criteria in number 11 of the site data. | Added to note |
| | 13 | Add the number of estimated EDUs to the plan. | EDU's to be added shortly. Discussion still needed with Rob Pierce. |
| | 14 | Add a general note that states that there are no source water protection areas within the boundary of this site. | Note added. |
| | 15 | Add the property corner markers to the legend. Corner markers must be present at any point of boundary line deflection. Corner markers must be set as part of this project wherever there are corners without and existing marker. | Marker legend added, we have not been contracted to do a boundary survey. MRA did the subdivision in 2007 and they were responsible for setting the markers. |

| | | |
|---|---|-------------------------------------|
| DAVIS, BOWEN & FRIEDEL, INC. Project Review Comments | Submittal Phase: <u>Conditional Use & Preliminary</u> | Submittal No.: <u>1</u> |
| | Reviewer: <u>Scott Adkisson</u> | Project Title: <u>Dunkin Donuts</u> |

| | | | |
|--------------------|---|---|--|
| Sheet C-101 | 1 | Please note that Route 113 is State maintained. | Note added |
| Sheet C-201 | 1 | Dimension the widths of the proposed sidewalk. | Sidewalk dimensions added |
| | 2 | The site has four existing locations of ingress/egress. There is no need for a fifth. Remove the proposed entrance at the southwest corner of the site. | We have worked with Rob Pierce concerning the fifth entrance. After long discussion we have decided to close the existing entrance by the dumpster, resulting in the same number of entrances. |
| | 3 | Hatch the existing pavement to remain with a unique hatch type so that the pervious or open space area is easier to distinguish. | Hatch has been added to the plan. |
| | 4 | If the easements shown on the plan are existing, note this on the plan. | Easements have been identified as existing. |
| | 5 | If there is not an existing cross access easement between the subject parcel and parcel 4.07, adjacent to the right-in to the site off of Route 113, a cross access easement must be created. | There appears to be no easement. I will look into it. |
| | 6 | Show a portion of the front property line of parcel 4.03. | Added to the plan |
| | 7 | Per §230-20, A, (3) parking shall not extend into any required front yard area. We make two (2) points in this regard: 1) The existing site is in compliance with this requirement. 2) The adjacent sites to the north and south of this site, which are also in the C-3 zoning district, do not comply with this requirement. | Comment acknowledged. We are proposing zero parking in the front yard setback. The front yard limit is in line with the face of curb. |
| Sheets C-901 & 902 | 1 | City of Milford details are to be used wherever applicable. The City's details can be found at the following link: http://www.cityofmilford.com/176/City-Standard-Construction-Specification . | I checked to assure most current details are used. |
| General | 1 | This submission was reviewed for compliance with the conditional use and preliminary site plan submission requirement checklists, and the City's Ordinances. Although these review comments indicate that some required information was not provided and that some of the information that was provided is in error, we feel that these review comments are minor in nature. If the Planning Commission elects to approve these applications contingent on these review comments being addressed on the subsequent final site construction plan submission, we have no objection. | Comment acknowledged |
| | 2 | Provide responses to these review comments with any subsequent submission. | Responses provided. |

Reviewer Signature: _____



April 7, 2017

Daniel Gordon
 Becker Morgan Group
 309 S. Governors Avenue
 Dover, DE 19904

RE: Application Number: 17-003
 Application Name: KP Realty Holdings, LLC
 Application Type: Preliminary Conditional Use Site Plan
 Tax Parcel Number(s): MD-16-183.05-01-04.08

Mr. Gordon,

The City of Milford has reviewed the above referenced Conditional Use Preliminary Site Plan for the lands of KP Realty Holdings, LLC and provide the following comments;

| DWG/PAGE NO. | COMMENT NO. | PROJECT REVIEW COMMENTS |
|--------------|-------------|---|
| | | Preliminary Conditional Use Site Plan |
| C-001 | 1 | Change the label on the site plan for the area that will be used as a restaurant. Currently, all three suites show retail. LABEL UPDATED |
| | 2 | Change the zoning for parcel 04.08 from AR-1 to C-3. CHANGED |
| | 3 | Provide statement regarding source water protection areas. REFER TO NOTE 27 GENERAL |
| | 4 | Update FEMA panel to current map date. UPDATED |
| | 5 | General Note 13, please reference appropriate section of City of Milford Code. |
| | 6 | Sheet 902 is missing from the Sheet Index 902 HAS BEEN ADDED |
| C-101 | 1 | Change the label on the Wilmington Trust building to M&T Bank UPDATED |
| | 2 | Change the zoning of parcel 04.08 from AR-1 to C-3 UPDATED |
| | 3 | Demolition Construction Notes, R-7 "Build" should be "Building". FIXED |
| C-201 | 1 | Provide distance label for sign setback T7. DIMENSION ADDED |
| | 2 | Change the zoning of parcel 04.08 from AR-1 to C-3. UPDATED |
| | 3 | Provide correct parcel information for property to the west. UPDATED |
| | 4 | Fire Marshal General Note 4: Note states "any natural of LP Gas", please revise. FIXED |
| | 5 | General Construction Note G-4: Note states "Light . Locations", please remove period. FIXED |
| | 6 | General Construction Notes: Note 1 states "have be installed" and "has be installed", please revise. ? |
| | 7 | What does W-7 represent, the item is not described within the Domestic Water System Construction Notes. NOTES BEEN CORRECTED |
| | 8 | Relocate the proposed water meter outside of the paved surface. ELIMINATED, NOT NEEDED |
| | 9 | Specify the size of the water and sewer lines leading into the building. SIZE LABELS ADDED |
| General | 1 | Revise plans and provide written responses for each comment. DONE |
| | 2 | Address additional comments from Davis, Bowen & Friedel dated April 7, 2017. DONE |

Please revise and resubmit for review. These comments must be addressed or acknowledged before the application can be scheduled for Planning Commission review. Feel free to contact me at 302-424-8396 should you have any questions.

Sincerely,

William R. Pierce II

Rob Pierce
Coordinator of Planning &
Economic Development Activities

cc: *Mark Whitfield, Public Works Director*



April 5, 2017

Mr. Rob Pierce
City of Milford Planning & Zoning Department
201 South Walnut Street
Milford, DE 19963

Re: August 19, 2017 Development Advisory Committee

Dear Mr. Pierce:

The Division of Public Health Office of Engineering is in receipt of the following application. Below are comments by the Office of Engineering regarding the proposed project for the September 20, 2016 Planning Commission Meeting

1. Application: 17- 003 / KP Realty Holdings, L.L.C.

The water will be supplied by the City of Milford. This project may require plan review and a Certificate to Construct by the Office of Engineering before construction is started if the proposed water main to the building is 2 inches or greater in diameter. In order to obtain a Certificate to Construct, plans and specifications must be prepared by a registered Delaware professional engineer. Plans for the system, including water mains or extensions thereto, storage facilities, treatment works, and all related appurtenances, must be approved by the Office of Engineering prior to construction.

A Certificate to Operate will be issued to the City of Milford after all applicable requirements are met. Please contact Bill Milliken or Doug Lodge, PE, at (302) 741-8640 for further information.

The preliminary plans indicate that a food establishment is proposed. All food establishments must go through plan review at the Office of Engineering. Please contact Susan Burr, Food Plan Review Office of Engineering at (302) 741-8647 for further information.

A commercial plumbing review and Approval to Construct will be required from the Office of Engineering prior to receiving a Plumbing Permit. Please contact Bill Milliken at 302-741-8646 for further information.

Mr. Rob Pierce
City of Milford Planning and Zoning Department
April 5, 2017
Page 2

Please do not hesitate to contact me at the Office of Engineering (302) 741-8646 with questions or comments.

Sincerely,

A handwritten signature in black ink that reads "William J. Milliken, Jr." with a stylized flourish at the end.

William J. Milliken, Jr.
Engineer III
Office of Engineering



CITY OF Milford
DEVELOPMENT ADVISORY COMMITTEE
APPLICATION REVIEW COMMENTARY
April 18, 2017

APPLICATION: KP Realty Holdings, LLC Dunkin Donuts, Milford

FILE #: 17-003

REVIEWING AGENCY: *Kent Conservation District*

CONTACT PERSON: *David C. Cahill*

PHONE #: *741-2600 ext.3*

THE SUBJECT PROPOSAL HAS BEEN REVIEWED FOR CODE COMPLIANCE, PLAN CONFORMITY AND COMPLETENESS IN ACCORDANCE WITH THIS AGENCY'S AUTHORITY AND AREA OF EXPERTISE. THE FOLLOWING ITEMS HAVE BEEN IDENTIFIED AS ELEMENTS WHICH NEED TO BE ADDRESSED BY THE APPLICANT:

Source: 2014 Delaware Sediment and Stormwater Regulations

CITY AND STATE CODE REQUIREMENTS:

1. Kent Conservation District has no objection to conditional use site plan of the above referenced site.

ADVISORY COMMENTS TO THE APPLICANT:

1. Land disturbing activities in excess of 5,000 square feet are regulated under the Delaware Sediment and Stormwater Regulations.
2. The site may be eligible for a **non-residential standard plan**, refer to our web site WWW.KENTCD.ORG under forms for the permit and qualifications. The application must be approved and application fee provided prior to any land disturbing activity (i.e. clearing, grubbing, filling, grading, etc.) taking place.

City of Milford, Delaware
Development Advisory Committee

Comment Sheet



DATE OF REVIEW: April 5, 2017

REVIEWING AGENCY: **Delaware State Fire Marshal's Office, Kent Office**

INDIVIDUAL REVIEWERS: **Duane T. Fox, CFPS, CFPE, CFI, Asst. Chief Technical Services**
John Reedy, CFI, Sr. Fire Protection Specialist

AGENCY PHONE NUMBERS: **302-739-4394, Fax: 302-739-3696**

RE: **KP REALTY HOLDINGS, LLC (17-003 PRELIMINARY SITE PLAN)**

The reasons and conditions applied to this project and their sources are itemized below:

At the time of formal submittal, the applicant shall provide; completed application, fee, and three sets of plans depicting the following in accordance with the Delaware State Fire Prevention Regulation (DSFPR):

a. **Fire Protection Water Requirements:**

- Water distribution system capable of delivering at least 1500 gpm for 2-hour duration, at 20-psi residual pressure is required. Fire hydrants with 800 feet spacing on centers. (Mercantile)
- Water distribution system capable of delivering at least 1000 gpm for 1-hour duration, at 20-psi residual pressure is required. Fire hydrants with 800 feet spacing on centers. (Assembly and Business)
- Where a water distribution system is proposed for the site, the infrastructure for fire protection water shall be provided, including the size of water mains for fire hydrants and sprinkler systems.

b. **Fire Protection Features:**

- All structures over 10,000 sqft aggregate will require automatic sprinkler protection installed.
- Buildings greater than 10,000 sqft, 3-stories or more, over 35 feet, or classified as High Hazard, are required to meet fire lane marking requirements.
- Show Fire Department Connection location (Must be within 300 feet of fire hydrant), and detail as shown in the DSFPR.
- Show Fire Lanes and Sign Detail as shown in DSFPR

c. **Accessibility**

- All premises, which the fire department may be called upon to protect in case of fire, and which are not readily accessible from public roads, shall be provided with suitable gates and access roads, and fire lanes so that all buildings on the premises are accessible to fire apparatus. This means that the access road to the subdivision from US Route 113 must be constructed so fire department apparatus may negotiate it.
- Fire department access shall be provided in such a manner so that fire apparatus will be able to locate within 100 ft. of the front door.
- Any dead end road more than 300 feet in length shall be provided with a turn-around or cul-de-sac arranged such that fire apparatus will be able to turn around by making not more than one backing maneuver. The minimum paved radius of the cul-de-sac shall be 38 feet. The dimensions of the cul-de-sac or turn-around shall be shown on the final plans. Also, please be advised that parking is prohibited in the cul-de-sac or turn around.
- The use of speed bumps or other methods of traffic speed reduction must be in accordance with Department of Transportation requirements.
- The local Fire Chief, prior to any submission to our Agency, shall approve in writing the use of gates that limit fire department access into and out of the development or property.

d. **Gas Piping and System Information:**

- Provide type of fuel proposed, and show locations of bulk containers on plan.

e. **Required Notes:**

- Provide a note on the final plans submitted for review to read “ All fire lanes, fire hydrants, and fire department connections shall be marked in accordance with the Delaware State Fire Prevention Regulations”
- Proposed Use
- Alpha or Numerical Labels for each building/unit for sites with multiple buildings/units
- Square footage of each structure (Total of all Floors)
- National Fire Protection Association (NFPA) Construction Type
- Maximum Height of Buildings (including number of stories)
- Note indicating if building is to be sprinklered
- Name of Water Provider
- Letter from Water Provider approving the system layout
- Provide Lock Box Note (as detailed in DSFPR) if Building is to be sprinklered
- Provide Road Names, even for County Roads

Preliminary meetings with fire protection specialists are encouraged prior to formal submittal. Please call for appointment. Applications and brochures can be downloaded from our website:

www.statefiremarshal.delaware.gov, technical services link, plan review, applications or brochures.

THIS DOCUMENT IS INFORMATIONAL ONLY, AND DOES NOT CONSTITUTE ANY TYPE OF APPROVAL FROM THE DELAWARE STATE FIRE MARSHAL'S OFFICE

§ 230-14. - C-3 Highway Commercial District.

In a C-3 District no building or premises shall be used and no building shall be erected or altered which is arranged, intended or designed to be used except for one or more of the following uses and complying with the requirements so indicated.

- A. Purpose. The purpose of the C-3 District is to provide for larger-scale commercial uses that may require large amounts of parking space or have a high traffic impact. These uses generally require locations on major arterial routes and serve both local and regional customers.
- B. Permitted uses. Permitted uses for the C-3 District shall be as follows:
 - (1) Those uses permitted in the C-2 District.
 - (2) Warehouses.
 - (3) Large retail outlets.
 - (4) Indoor storage accessory building.
 - (5) Fast-food restaurants and drive-in restaurants.
 - (6) Supermarkets.
 - (7) Truck and trailer rentals.
 - (8) Roadside produce market.
 - (9) Memorial stone shop.
 - (10) Outdoor commercial recreational facilities, not motorized vehicles.
 - (11) Swimming club.
 - (12) Indoor facility for amusement or assembly.
 - (13) Bus station.
- C. Conditional uses subject to special requirements. The following uses are permitted subject to receiving a conditional use permit by the City Council as provided in Article IX of this chapter:
 - (1) Motels or hotels with a minimum lot size of three acres.
 - (2) Commercial greenhouse.
 - (3) Wholesale establishment.
 - (4) Newspaper publishing or printing establishment.
 - (5) Contractors', craftsmen's or general service shops, including welding and similar shops.
 - (6) Laboratory, testing and research.
 - (7) Car repair shops.
 - (8) Used car lots.
 - (9) Telephone central office or television cable central office.
 - (10) Service station, automobile sales agency, public garage, parking garage or lot, but not including storage of wrecked cars, subject to the following special requirements:
 - (a) All facilities shall be located and all services shall be conducted on the lot.
 - (b) All repair work shall be conducted within an entirely enclosed building.
 - (c) No equipment for the service of gasoline or oil shall be placed closer to any street or property line than 20 feet.

- (d) No portion of such structure or its equipment shall be located within 500 feet of the premises of any school, hospital, church or public recreation building.
 - (e) No service station shall be located within 800 feet of another service station on the same side of the street within the same block.
 - (f) Any such use shall be permitted only where it is determined that it will not materially interfere with the main pedestrian movement in conjunction with a compact retail area.
- (11) Shopping center, subject to site plan review and the following site requirements:
- (a) The total shall not be less than one acre.
 - (b) The site must be served by public water, sewer and electricity.
 - (c) Stormwater drainage. The facilities shall be provided by the developer to handle the increase in stormwater runoff, and he shall make contributions towards the cost of off-site facilities of the shopping center.
 - (d) Traffic and parking.
 - [1] The internal circulation of traffic shall be separated from the external street system, and pedestrian and vehicular traffic shall be separated through traffic control devices and appropriate site design.
 - [2] Access to state highways shall be controlled by the State Department of Transportation.
 - [3] The minimum distance between accessways and a residential district shall be 50 feet.
 - [4] Spacing of accessway.
 - [a] From adjoining property: 50 feet.
 - [b] From minor intersections: 50 feet.
 - [c] From major intersections: 100 to 150 feet.
 - [5] Five and one-half parking spaces shall be provided per 1,000 feet of leasable area.
 - [6] Parking lots shall be attractively landscaped as shown on the general site plan.
 - (e) Setback.
 - [1] From street right-of-way: 15 feet.
 - [2] From nonresidential districts: 15 feet.
 - [3] From residential districts: 100 feet.
 - (f) Buffering and landscaping.
 - [1] There shall be a minimum of a ten-foot landscaped buffer along all lot lines. The screening shall be six feet high near residential districts.
 - [2] Ten percent of the site shall be landscaped and may include features such as pedestrian walking or rest areas and courtyards.
- (12) Day-care centers, with site plan required.
- (13) Car wash, all types (staffed, automatic, self-service, etc.).
- (14) Convenience stores with gas pumps.
- (15) Community residential treatment program.
- (16) All dwellings other than single-family with a maximum density of 12 units per acre.
- (17) Business, commercial or industrial uses that do not adversely affect neighboring properties.
- (18) Billboard, subject to the following:

- (a) Shall be constructed and maintained in accordance with the Delaware Code, Title 17-Highways, Chapter 11-Regulations of Outdoor Advertising, Subchapter 1-General Provisions.

(19) Aquarium.

D. Area regulations.

- (1) Minimum lot area shall be one acre.
- (2) Maximum lot coverage shall be 80%.
- (3) Minimum lot width shall be as follows: for an interior lot 150 feet and for a corner lot 170 feet.
- (4) Height of buildings shall not exceed three stories or 35 feet, with the following exception: a motel, hotel, or aquarium may be erected to a height of over three stories, but not over five stories, and not exceeding 60 feet.
- (5) Minimum building setback shall be 30 feet.
- (6) Side yards shall be provided as follows: each lot shall have two side yards a minimum of 20 feet with a minimum aggregate width of two side yards of 50 feet.
- (7) Minimum rear yard shall be 50 feet.
- (8) Parking shall comply with the requirements provided in Article IV of this chapter.
- (9) Landscape screening shall comply with the requirements provided in Article V of this chapter.
- (10) Signs shall comply with the requirements provided in Article VI of this chapter.

ARTICLE IV - Off-Street Parking and Loading

§ 230-20. - General provisions.

- A. Establishment of off-street parking area. The establishment of any off-street parking area having a capacity of four or more automobiles shall be subject to the approval of the Code Official and further subject to the following requirements. It shall:
 - (1) Have a buffer strip at least five feet wide between it and any adjacent residential lot.
 - (2) Be attractively landscaped and screened from neighboring residential lots.
 - (3) Not extend into any required front yard areas, except for the driveways.
 - (4) Be used solely for the periodic parking of private passenger (noncommercial) vehicles.
- B. Parking space size. Parking space sizes shall be in accordance with § 230-21.
- C. Parking spaces in driveways. Driveways shall be considered as constituting off-street parking space for one-family detached, semidetached or townhouse dwellings in residential districts, provided that sufficient space is available in such driveways to meet the requirements of this section.
- D. Location of parking spaces. All parking spaces shall be set back 15 feet from any street line. Parking spaces shall be located so that no spaces are a greater distance than 600 feet from the building or use to which they are assigned, provided that this requirement shall not apply to parking spaces for auditoriums, stadiums, assembly halls, gymnasiums and other places of assembly or industrial, wholesaling and manufacturing establishments.
- E. Parking spaces assigned to more than one use. Parking spaces for separate buildings or uses in all zoning districts may be combined in a single lot, provided that the number of parking spaces in the lot shall equal the sum of the parking spaces required for each building and use, except that the parking spaces required for places of assembly may include parking spaces assigned to other uses, provided that the place of assembly shall not be used at a time when the other uses are carried on.

- F. No off-street parking required in the C-2 Central Business District. No on-site, off-street parking shall be required in the C-2 District for newly constructed establishments or existing structures. Existing municipal parking facilities shall provide the necessary parking areas for downtown shoppers. The location of the municipal parking lots are:
- (1) North Walnut Street and Northeast Front Street.
 - (2) Park Avenue and Northeast Front Street and Denney Row.
 - (3) Park Avenue and North Washington Street.
 - (4) Southeast Front Street between South Walnut Street and Church Street.
 - (5) Southeast Front Street and South Washington Street.
- G. Parking lot and garage maintenance. Ground cover, shrubs, trees and landscape screening shall be located and maintained so as not to interfere with vehicular and pedestrian traffic on the property or with sight clearance and exits.
- H. Fractional spaces. When the application of a unit of measurement for parking space or loading space to a particular use or structure results in a fractional space, any fraction under 1/2 shall be disregarded and fractions of 1/2 or over shall be counted as one parking space or loading space.
- I. Boat, trailer, bus and van parking. In any residential district, no house trailer, camper, boat trailer, bus or boat shall be parked in the front yard. Parking is allowed in the side or rear yards five feet from the property line if it does not take up space normally occupied by an automobile. All vehicles requiring a trailer for transportation must be stored on a registered trailer.
- J. Points of ingress and egress. When the parking garage buffer strip is adjacent to any public street upon which the lot has frontage, the fifteen-foot buffer strip which extends for the full frontage of the lot may be interrupted only at points of ingress and egress. Only one accessway shall be permitted for each 100 feet of frontage upon a public road. Such accessway shall be not less than 25 feet and not more than 32 feet in width. No two accessways on the same lot shall be placed within 75 feet of each other.

§ 230-21. - Parking and loading standards.

A. Design standards (general).

- (1) Parking spaces and aisle ways shall be designed in accordance with the following dimensional standards:

| Parking Angle | Stall Width (feet) | Aisle Way to Curb (feet) | Aisle Way Width |
|---------------|--------------------|--------------------------|-----------------------------------|
| 90° | 9 | 18 | As required by State Fire Marshal |
| 60° | 9 | 20 | As required by State Fire Marshal |
| 45° | 9 | 18 | As required by State Fire Marshal |
| Parallel | 10 | 20 | As required by State Fire Marshal |

- (2) All spaces reserved for handicapped accessibility shall conform to the requirements set forth by the federal standards provided by the ADA (Americans with Disabilities Act).
- (3) All parking spaces for use in conjunction with public parking lots, garages, storage areas operated on a commercial basis and parking areas accessory to multifamily, commercial, industrial and office uses shall be appropriately paved and striped.
- (4) Exceptions to the design standards shall be permitted as follows.

B. Use standards. All uses permitted in this chapter shall be subject to the following minimum off-street parking requirements in addition to any special requirements as indicated in each zoning district.

| Types and Uses | Required Off-Street Parking Spaces |
|--|--|
| Retail stores and shops, all types, supermarkets, retail food stores and undertakers | 1 per 200 square feet of floor area used or designed for sales on the ground floor, plus 1 per 300 square feet of floor area used or designed for sales on all other floors, plus 1 for each 2 employees |
| New and used car and boat sales, mobile dwelling unit sales, truck and trailer sales, outdoor equipment and machinery sales, commercial nurseries and auctions | 4 per salesperson, plus 1 per per 2 employees during the period of greatest employment |
| Personal service establishments, laundromats and dry cleaning | 1 per 200 square feet of gross floor area |
| Banks and other financial institutions | 1 per 200 square feet of gross floor area, plus 1 for each employee |
| Business, governmental and professional offices | 1 per 100 square feet of gross floor area |
| Medical and dental offices or clinics [Amended 7-14-1997] | From 1 per 100 square feet gross floor space for medical and dental offices or clinics to 1 per 150 square feet of gross floor area for medical and dental offices or clinics |
| Hospitals | 1 for each bed of planned patient capacity, plus 1 per 3 employees or the shift of greatest employment |
| Sanatorium or nursing home | 1 for every 4 beds |
| Churches and other places of worship | 1 per 5 seats |

| | |
|--|---|
| Indoor and commercial outdoor recreation | 1 for each 150 square feet of gross floor, building or ground area devoted to such use or 1 per 4 seats of facilities available for patron use, whichever is applicable to the facility |
| Restaurants, taverns and similar uses | 1 per 3 seating accommodations, plus 1 per 2 employees on the shift of greatest employment |
| Dwelling, one-family detached, semidetached or mobile home | 2 1/2 per dwelling unit |
| Dwelling, townhouse, garden apartment or multifamily dwelling | 2 1/2 per dwelling unit |
| Rooming and boarding house or converted unit | 1 per rented unit |
| Museum, art gallery and similar use | 1 per 4 seats in rooms for public assembly or for each 150 square feet of gross floor area for use by the public, whichever is greater, plus 1 for each 2 employees on the shift of greatest employment |
| Public library | 1 per 400 square feet of gross floor area for public use, plus 1 per 2 employees on the shift of greatest employment |
| Fire station | 25 |
| Auditorium, stadium, assembly hall, gymnasium, theater (excluding drive-in) and community or recreation center | 1 per 4 fixed seats in the largest assembly room area or for each 40 square feet of floor area available for the accommodation of movable seats in the largest assembly room, or 1 per 150 square feet of gross floor area, whichever is applicable to the facility |
| Social club and fraternal, social service, union and civic organization building | 1 per adult attendant, plus 1 per 100 square feet gross floor area devoted to such uses |
| Public or private school | 3 per room used for administrative offices, plus 1 per room used for class instruction, plus 1 for each 5 seats in the auditorium and other places of assembly or facility available to the public |

| | |
|--|--|
| Industrial, manufacturing or wholesaling establishment | 1 per 2 employees on the shift of the greatest employment, plus 1 per 200 square feet of floor area devoted to sales |
| Hotel and motel | 1 for each guest room plus 1 for each 3 employees |

- (1) Reduction in the required number of off street parking spaces in the case of developments such as shopping centers or other commercial developments required to provide more than 50 off-street parking space.

The developer must set aside space to accommodate 100% of the area necessary to provide the parking requirements established by this Ordinance, but, upon the request of the developer, if agreed by the City of Milford, the developer may be permitted to set aside space to accommodate 100% of the area necessary to provide the parking requirements established by this chapter but not be required to construct more than 80% of the required parking spaces. In the event the developer is permitted to construct fewer than the required parking spaces, the remainder of the parking area set aside must be kept free of all construction and be planted and maintained as a grassy area and designated as Future Parking Space. The City of Milford may require construction of the remaining parking spaces at any time by the then owner of the premises upon giving the owner not less than six months' advance written notice. In the event of the granting of the waiver herein described, the fact of the grant as well as the requirement that the owner maintain the space set aside as a level grass area and that the City of Milford has reserved the right to require construction of the remaining parking spaces upon six months' notice to the owner of the site must be reflected in a note appearing on the subdivision or site development plans recorded.

C. Loading spaces.

- (1) No building or structure shall be erected in any district for the uses listed below unless loading space for the accommodation of trucks is provided on the premises in accordance with the following requirements:
- (a) For retail stores, markets, wholesale and jobbing establishments and storage warehouses, the number of berths based on the gross floor area devoted to such use shall be as follows:
 - [1] Five thousand to 7,999 square feet of floor area: one berth.
 - [2] Eight thousand to 19,999 square feet of floor area: two berths.
 - [3] Each additional 20,000 square feet or major fraction thereof up to a maximum of 60,000 square feet of floor area: one additional berth.
 - (b) For hotels and motels, the number of berths based on the gross floor area devoted to such uses shall be as follows:
 - [1] Eight thousand to 20,000 square feet of floor area: one berth.
 - [2] Each additional 50,000 square feet or major fraction thereof up to a maximum of 120,000 square feet of floor area: one additional berth.
 - (c) Each manufacturing, office research and industrial establishment with a total of 3,500 square feet or more of gross floor area devoted to manufacturing, research and/or industrial uses shall provide loading space adequate to accommodate the normal demands for loading and unloading incidental to the type of use proposed on the premises.
- (2) Loading spaces shall not be allowed in any front yard of any property.

ARTICLE V - Landscape Screening

§ 230-22. - District requirements.

A. Residential districts.

- (1) In any R-1, R-2 or R-3 District a landscape screen and/or fence or wall a minimum of six feet in height shall be planted and/or erected to separate any permitted nonresidential use from any existing residential use on a contiguous lot. Such landscape screen and/or fence or wall may extend into the lot setback, side yard and rear yard.
- (2) In any R-3 District, for any lot developed for garden apartments or townhouses, a landscape screen and/or fence or wall a minimum of six feet in height shall be planted or erected to separate any contiguous lot developed as a single-family detached or semidetached residential dwelling on any contiguous lot zoned R-1 or R-2. Such landscape screen and/or fence or wall may extend into the lot setback, side yard and rear yard.

B. Commercial districts. In any C-1, C-2 or C-3 District a fifteen-foot buffer area shall be provided within which a landscape screen and/or fence or wall a minimum of six feet in height shall be planted or erected to separate any permitted use from any contiguous lot zoned R-1, R-2 or R-3 or any contiguous lot developed or approved for development for any residential use. Such landscape screen may extend into the lot setback, side yard or rear yard.

C. Institutional, Industrial and Office Building/Complex Districts: H-1, I-1, I-2, OB-1 and OC-1. ⁴

- (1) Each use established in these districts shall set aside at least 20 feet in width immediately adjacent to any street upon which the lot has frontage, and extending for the full frontage of the lot, for purposes of providing for proper site distance and buffering from the public road. Within such area, the owner shall establish and maintain a planting of grass and/or horticultural ground cover. Other landscape materials may be incorporated, provided that there is no obstruction to vision, other than a tree trunk, in the area between two and seven feet above ground level. No use shall be made of this buffer area other than for a single driveway to provide access to the use for each 100 feet of frontage upon a public road. Such driveway shall not exceed 32 feet in width.
- (2) Parking areas may be located in any hard area but shall not be closer than 15 feet to any street line or property line.

D. Limited Industrial District. At the boundary line between an I-1 District and any R-1, R-2 or R-3 District or any lot developed or approved for development for residential use, there shall be a fifty-foot buffer area which shall include a landscape screen and/or fence or wall a minimum of six feet in height. Such landscape screen may extend into the lot setback, side yard or rear yard. ⁵

§ 230-23. - Maintenance.

It shall be the responsibility of the property owner of record or his delegated representative(s) to properly maintain and care for any landscape plan planted or erected.

§ 230-45. - Multiple permitted uses and mixed uses.

In any and all zoning districts, multiple permitted uses or mixed use of a property shall be deemed a conditional use subject to special requirements.

ARTICLE IX - Conditional Uses

§ 230-46. - Purpose.

- A. The intent of the conditional use is to maintain a measure of control over uses that have an impact on the entire community. Generally, conditional uses may be desirable in certain locations for the general convenience and welfare. They must use the property in a manner that assures neither an adverse

impact upon adjoining properties nor the creation of a public nuisance. In short, because of the nature of the use, it requires sound planning judgment on its location and site arrangement.

- B. Conditional use permits may be issued for any of the conditional uses for which a use permit is required by the provisions of this chapter, provided that the City Council shall find that the application is in accordance with the provisions of this chapter after duly advertised hearings held in accordance with the provisions of Article XII.

§ 230-47. - Application and approval procedures.

- A. The application for a conditional use shall first be made with the Code Official, who shall then forward the materials to the Planning Commission.
- B. The Planning Commission shall study such information and make recommendations to the City Council within 60 days of the Code Official's referral to the Commission after holding a public hearing.
- C. The Council shall then act within 60 days of the receipt of the Commission's recommendation to either approve with conditions or deny such use after holding a public hearing. The Council's decision shall be based on the determination that the location of the use is appropriate, it is not in conflict with the Comprehensive Plan and it is consistent with the purpose and intent of this chapter.

§ 230-48. - Criteria for evaluation.

The following criteria shall be used as a guide in evaluating a proposed conditional use:

- A. The presence of adjoining similar uses.
- B. An adjoining district in which the use is permitted.
- C. There is a need for the use in the area proposed as established by the Comprehensive Plan.
- D. There is sufficient area to screen the conditional use from adjacent different uses.
- E. The use will not detract from permitted uses in the district.
- F. Sufficient safeguards, such as traffic control, parking, screening and setbacks, can be implemented to remove potential adverse influences on adjoining uses.

§ 230-49. - Conditions for approval; expiration.

- A. In granting any conditional use permit, the City Council may designate such conditions as will, in its opinion, assure that the use will conform to the requirements as stated in § 230-48 and that such use will continue to do so.
- B. Construction or operation shall be commenced within one year of the date of issuance or the use permit becomes void.
- C. A reapplication for a use permit for the same lot or use shall not be considered by the City Council within a period of 365 days from its last consideration. This provision, however, shall not impair the right of the Council to propose a use permit on its own motion.
- D. See fee schedule.
- E. If a conditional use permit is granted under the provisions of this article, the City Council shall direct the Code Official to officially notify the applicant, in writing, of all conditions approved by the Council.
- F. The approval of a conditional use is valid for one year. Unless permits are obtained or construction or use is substantially underway, all provisions of the conditional use are automatically rescinded. Permits may be revoked by the Council for failure to comply with the stated conditions of approval or applicable regulations.

ARTICLE X - Site Plan Review

§ 230-50. - Purpose.

The site plan review has a twofold purpose. It is to assure that the large-scale developments are in accord with the Comprehensive Plan and that such developments comply with the regulations of this chapter. Site plans are required to assure good arrangement and appearance of new development; ensure harmony with existing structures; assure consistency with the City's adopted building and design standards, the Comprehensive Plan, and the City's Standard Specifications for Installation of Utility Construction Projects and Subdivision Pavement Design; to provide an understanding of the impacts of proposed development on public facilities and services and ensure the availability and adequacy of the same; and to otherwise meet the purposes of this chapter.

§ 230-51. - Guidelines.

Guidelines for determining what site plans shall be reviewed by the Planning Commission shall be as follows:

- A. Automatic determination of review. Certain types of developments, due to the nature of their impact on the entire community, shall automatically have their site plans reviewed by the Planning Commission, including the following:
 - (1) Residential:
 - (a) Townhouses.
 - (b) Garden apartments.
 - (c) Planned unit developments.
 - (d) Mobile home parks.
 - (2) Commercial: shopping centers.
 - (3) Institutional: hospitals.
 - (4) Industrial: all industrial developments.
- B. Discretionary determination of a review. The Code Official shall have discretion in determining what proposed developments other than those enumerated above shall have their site plans reviewed by the Planning Commission. When making such a decision, the Code Official shall consider but not be limited to the following factors:
 - (1) If the traffic flow will be greatly altered. Flow includes:
 - (a) Pattern.
 - (b) Volume.
 - (c) Hazard involved.
 - (d) Time involved.
 - (2) If parking on a large scale is required.
 - (3) If public utilities or works must be expanded to accommodate the development.
 - (4) If there is a change in the existing land use pattern.
 - (5) If there are incompatible uses within the proposed development or in relation to the abutting districts.
 - (6) If there may be difficulty in meeting existing performance standards.

§ 230-52. - Review procedure.

A. Preliminary approval.

- (1) A preliminary plan and documents, as specified by the Planning Department, shall be prepared by the applicant and submitted in accordance with the submission schedule as determined by the City Planner, along with the appropriate fees, as specified in § 230-57.
- (2) The Development Advisory Committee (DAC) shall review the application and plan. Comments from the DAC must be addressed via either submitting revised plans and/or necessary documents or via a narrative submitted to the City Planner. Upon confirmation by the City Planner that all DAC issues have been addressed satisfactorily, the application will then be scheduled to be heard by the Planning Commission.
- (3) The Planning Commission shall review the application and shall approve the application with or without conditions, deny the application, or table the application.
- (4) Preliminary approval from the Planning Commission shall be void after one year, unless an extension is requested by the owner and approved for good cause by the Planning Commission prior to the expiration.

B. Final approval.

- (1) A final plat and documents, as specified by the Planning Department, shall be prepared by the applicant and submitted in accordance with the submission schedule as determined by City Planner, along with the appropriate fees, as specified in § 230-57.
- (2) The Development Advisory Committee (DAC) shall review the application and plan. Comments from the DAC must be addressed via either submitting revised plans and/or necessary documents or via a narrative submitted to the City Planner. The final plan shall also be reviewed by the City Planner for confirmation that the application is designed in accordance with all subdivision, zoning and other land use regulations of the City. The final plan shall also be reviewed by the City Engineer for confirmation that the application is designed consistent with the preliminary plan, if applicable, and in accordance with the construction standards and specifications of the City. Upon confirmation by the City Planner and City Engineer that all issues have been addressed satisfactorily, the application will be scheduled to be heard by the Planning Commission.
- (3) The Planning Commission shall review the application and shall approve the application with or without conditions, deny the application, or table the application.
- (4) Prior to receiving final site plan approval, the City Engineer shall provide a copy of the signed subdivision agreement to the City Planner.
- (5) Within 90 days of final approval from Planning Commission, the applicant shall record the plat at the County Recorder of Deeds office and provide the City Planner a receipt of the recordation including the deed book and page number. Prior to recording the plat, five copies of the plat must be submitted to the City Planner for stamping and signing. Three sets will be returned to the applicant.
- (6) Upon recordation of the plat, the applicant shall provide the Land Data Manager of the City a mylar copy of the plat including the deed book and page printed thereon.
- (7) Failure to record the plat within 90 days of Planning Commission approval will result in the approval being voided.

- C.** The site plan review by the Planning Commission shall be limited to those proposed developments enumerated by this chapter and to those proposed developments that require a site plan review as determined by the City Planner. No other site plans shall be considered by the Planning Commission for review.

§ 230-52.1. - Site plan expiration.

If construction of approved buildings and improvements is not substantially undertaken within one year of final site plan approval, the site plan approval shall be void. The applicant may, however, request and the Planning Commission may grant a one-year extension for good cause.

CITY OF MILFORD
NOTICE OF PUBLIC HEARINGS

The Planning Commission will hold a Public Hearing regarding the below ordinance on TUESDAY, MAY 16, 2017 to hear evidence from interested parties and make a recommendation to City Council regarding the ordinance.

The City Council will hold a Public Hearing regarding the below ordinance on MONDAY, JUNE 26, 2017 to hear evidence from interested parties and make a final determination regarding the ordinance.

Both meetings begin at 7:00 p.m. and will take place in the Joseph Ronnie Rogers Council Chambers of Milford City Hall at 201 South Walnut Street, Milford, Delaware at which times, the following ordinance will be considered:

ORDINANCE 2017-14

Joseph Petrosky on behalf of KP Realty Holdings, LLC for a Conditional Use to allow multiple permitted uses on a property on 1.20+/- acres in a C3 (Highway Commercial) Zoning District. Property is located on the east side of N DuPont Blvd approx. 1,550 feet north of the Rt 14 intersection; 675 N DuPont Boulevard, Milford, Delaware. Present Use: Commercial Retail; Proposed Use: Commercial Retail with a Dunkin Donuts. Tax Map MD-16-183.05-01-04.08-000

WHEREAS, the City of Milford Planning Commission considered the ordinance, as described, at a duly noticed Public Hearing on May 16, 2017 and recommended its adoption to City Council; and

WHEREAS, Milford City Council conducted a duly noticed Public Hearing on June 26, 2017 to consider all information presented by City Staff, the Applicant, and written and verbal public testimony; and

WHEREAS, it is deemed reasonable, beneficial, and in the best interest of the City of Milford to allow a Conditional Use to allow multiple permitted uses on a property as herein described.

NOW, THEREFORE, the City of Milford hereby ordains as follows:

Section 1. Upon the adoption of this ordinance by City Council, Joseph Petrosky on behalf of KP Realty Holdings, LLC is hereby granted a Conditional Use Permit to allow multiple permitted uses on a property, in accordance with the application, effective on the date so noted.

Section 2. Construction or operation shall commence within one year of the date of issuance of the permit otherwise the conditional use becomes void.

Section 3. Dates.

Planning Commission Review & Public Hearing: May 16, 2017

City Council Introduction: June 12, 2017

City Council Public Hearing: June 26, 2017

Adoption: June 26, 2017

Effective: July 6, 2017

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

For additional information, please contact Rob Pierce in the Planning Department at Milford City Hall either by e-mail at RPierce@milford-de.gov or by calling 302.424.8396.

Advertised: Beacon 04/26/17

DATA SHEET FOR MILFORD PROFESSIONAL CENTER

Planning Commission Meeting: May 16, 2017

| | | |
|---|---|---|
| Application Number / Name | : | 17-007 / Milford Professional Center |
| Applicant | : | Bayhealth Medical Center, Inc. 640 S. State Street Dover, DE 19901 |
| Owner | : | Same |
| Application Type | : | Conditional Use |
| Present Comprehensive Plan Map Designation | : | Institutional |
| Present Zoning District | : | H-1 (Institutional Development District) |
| Present Use | : | Medical Office Complex |
| Proposed Use | : | Medical Office Complex |
| Size and Location | : | 10.06 +/- acres located at 800 N. Dupont Boulevard and at the northeast intersection of N. Dupont Boulevard and North Street. |
| Tax Map & Parcel | : | MD-16-174.17-01-28.00-000 |

ENC: Staff Recommendation Report
Exhibit A – Location & Zoning Map
Exhibit B – Site Plan

STAFF REPORT
April 20, 2017

| | | |
|---|---|---|
| Application Number / Name | : | 17-007 / Milford Professional Center |
| Present Comprehensive Plan Designation | : | Institutional |
| Present Zoning District | : | H-1 (Institutional Development District) |
| Present Use | : | Medical Office Complex |
| Proposed Use | : | Medical Office Complex |
| Tax Map & Parcel | : | MD-16-174.17-01-28.00 |
| Size and Location | : | 10.06 +/- acres located at 800 N. Dupont Boulevard and at the northeast intersection of N. Dupont Boulevard and North Street. |

I. BACKGROUND INFORMATION:

- The applicant proposes to construct a new 5,000 square foot medical office building within the Milford Professional Center located at 800 N. Dupont Boulevard. The medical office building would be constructed on a site that already contains three medical office buildings. The new building would employ approximately (15) fifteen people and the hours of operation would be from 8:00 am to 5:00 pm.
- ADA accessible parking spaces and sidewalks would be added in front of the proposed building.
- Utilities would be extended to the building at the expense of the property owner. Construction plans would need to be approved by the Public Works Department and City Engineer.
- Although the proposed use is permitted uses within the H-1 Institutional Development zoning designation, Chapter 230-45 states “in any and all zoning districts, multiple permitted uses or mixed use of a property shall be deemed a conditional use subject to special requirements.”

II. STAFF ANALYSIS:

Based on the information presented, the City of Milford Code, and the Comprehensive Plan, staff submits the following regarding the request for the Conditional Use:

- Evaluation based on the criteria found under Chapter 230-48 Conditional Uses.

A. The presence of adjoining similar uses.

The property is primarily surrounded by residential properties. The property to the north is the location of the Milford Community Cemetery. The property to the east contains multi-family dwelling units. Properties to the south across North Street are primarily single-family detached dwelling units. The same is true for properties across Route 113 to the west. The current site contains three medical office buildings and associated parking facilities.

B. An adjoining district in which the use is permitted.

The proposed uses are permitted within the H-1 Institutional Development zoning district. However, multiple permitted uses on the same property require conditional use approval based on the City Code.

C. There is a need for the use in the area proposed as established by the Comprehensive Plan.

The Comprehensive Plan designates this area as Institutional. The proposed uses are consistent with the land use plan for the Comprehensive Plan and would provide additional medical services for the community.

D. There is sufficient area to screen the conditional use from adjacent different uses.

The site contains an established tree line along the northern and eastern property boundaries, screening the use from adjacent residential properties.

E. The use will not detract from permitted uses in the district.

The uses are permitted within the H-1 Institutional Development zoning district. However, multiple permitted uses on the same property require conditional use approval based on the City Code.

F. Sufficient safeguards, such as traffic control, parking, screening and setbacks, can be implemented to remove potential adverse influences on adjoining uses.

The site is located along an established principal arterial road as depicted on DelDOT's functional classification map. Applicant will be required to obtain DelDOT approval prior to building permit issuance. The site meets or exceeds the parking and loading requirements set forth in Chapter 230 for the proposed uses. Landscape screening is provided through established vegetation.

- Staff recommends approval of the conditional use application based on the following conditions:
 - The applicant must obtain approvals or no objection letters from DelDOT, State Fire Marshal's Office, Office of Drinking Water and Kent Conservation District.
 - Applicant must obtain construction plan approval from the Public Works Department for utility and site improvements.



R-1

MD-16-174.17-01-28.00

I-1

C-3

N. Dupont Boulevard

R-2

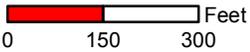
North Street

R-3

H-1

 Proposed Conditional Use



Scale:  Feet
0 150 300

Drawn by: WRP Date: 04/17/17

Title:

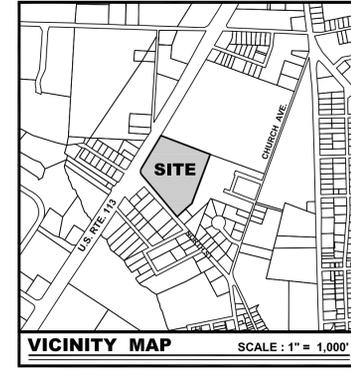
Proposed Conditional Use
Bayhealth Medical Center, Inc.
Location & Zoning Map

Filepath: ConditionalUse_Bayhealth.mxd

GENERAL NOTES:

- BOUNDARY SURVEY AND TOPOGRAPHIC DATA SHOWN HEREON WAS PREPARED BY BECKER MORGAN GROUP, DOVER, DE, IN JUNE 2008. THE HORIZONTAL DATUM FOR THE PROJECT IS DELAWARE STATE PLANE (NAD 83), GPS DERIVED FROM NGS HORIZONTAL CONTROL MONUMENTS.
- THE BOUNDARY LINES PORTRAYED HEREON HAVE BEEN ESTABLISHED BASED SOLELY ON PHYSICAL EVIDENCE DISCOVERED IN THE FIELD IN CONJUNCTION WITH DETERMINATIONS DERIVED FROM SOURCE OF TITLE AND ADJACENT DEED RECORD INFORMATION.
- NO TITLE EXAMINATION FURNISHED TO OR PERFORMED BY THE PREPARERS HEREOF. PROPERTY SHOWN HEREON IS SUBJECT TO ANY RIGHT-OF-WAY, EASEMENTS, RESTRICTIONS, ETC., AS MAY BE SHOWN OR NOTED IN ANY RECORD, PUBLIC OR OTHERWISE, OR ANY REQUIREMENT OR REGULATION OF ANY PUBLIC AGENCY.
- THE ENTIRE PROPERTY AND THE IMPROVEMENTS SHOWN HEREON, EXCLUSIVE OF THE UNITS, AS DEPICTED ON SHEETS 1 - 5, ARE TO BE COMMON ELEMENTS OF THE BAYHEALTH MILFORD PROFESSIONAL CENTER CONDOMINIUM ASSOCIATION.

N/F
ODDS FELLOWS CEMETERY,
OF MILFORD, INC.
MD-16-174.18-01-34.00
P/50/089
ZONED: R2



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Wilmington, North Carolina 28403
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Fax 910.341.7506

www.beckermorgan.com

| ITEM | LEGEND | |
|--|--------------|------------|
| | EXISTING | PROPOSED |
| SANITARY GRAVITY SEWER LINE, SIZE & FLOW DIRECTION | EX. 10" S | 10" S |
| SANITARY SEWER FORCE MAIN, SIZE & FLOW DIRECTION | EX. 10" F.M. | 12" F.M. |
| SANITARY SEWER MANHOLE (S.M.H.) | EX. 10" W | 12" W |
| SANITARY SEWER CLEANOUT | EX. 10" W | 12" W |
| WATER MAIN & SIZE | EX. 10" W | 12" W |
| FIRE HYDRANT | EX. F.H. | F.H. |
| WATER VALVE (W.V.) OR METER (W.M.) | EX. W.M. | W.M. |
| STORM DRAIN MANHOLE (S.D.M.H.) | EX. W.V. | W.V. |
| STORM DRAIN LINE (CMP OR RCP) | EX. W.M. | W.M. |
| CATCH BASIN | EX. W.V. | W.V. |
| UTILITY POLE W/ OVERHEAD SERVICE (TELEPHONE OR ELECTRIC OR BOTH) | EX. W.V. | W.V. |
| UNDERGROUND ELECTRIC | EX. W.M. | W.M. |
| UNDERGROUND TELEPHONE | EX. U.E. | U.E. |
| UNDERGROUND GAS MAIN | EX. U.T. | U.T. |
| PAVEMENT TO BE REMOVED | EX. 2" G | 2" G |
| CONCRETE CURB & GUTTER | N/A | 2" G |
| CONCRETE SIDEWALK, SLAB / PAVING | N/A | CONCRETE |
| IMPERVIOUS SURFACED ROAD, DRIVE OR LOT | N/A | IMPERVIOUS |
| INDIVIDUAL TREE OR BUSH | EVERGREEN | DECIDUOUS |
| WIRE FENCE | EVERGREEN | DECIDUOUS |
| CHAINLINK FENCE | EVERGREEN | DECIDUOUS |
| STOCKADE FENCE | EVERGREEN | DECIDUOUS |
| STRUCTURE (CONCRETE, WOOD, METAL, ETC.) | EVERGREEN | DECIDUOUS |
| DRAINAGE DITCH OR SWALE | EVERGREEN | DECIDUOUS |
| EMBANKMENT SIDESLOPES (DOWN) | EVERGREEN | DECIDUOUS |
| CONTOUR | EVERGREEN | DECIDUOUS |
| ELEVATION SPOT SHOT | EVERGREEN | DECIDUOUS |
| BENCH MARK | EVERGREEN | DECIDUOUS |
| PROPERTY OR RIGHT-OF-WAY LINE | EVERGREEN | DECIDUOUS |
| CENTERLINE | EVERGREEN | DECIDUOUS |
| LIGHT POLE | EVERGREEN | DECIDUOUS |
| CONSTRUCTION NOTE | EVERGREEN | DECIDUOUS |



LANDS OF
BAYHEALTH MEDICAL CENTER, INC.
MD-16-174.17-01-28.00
D/4143/332
ZONED: H-1
10.0640 ACRES ±

SITE DATA - BAYHEALTH MILFORD PROFESSIONAL CENTER

| | |
|---------------------------|--|
| 1. OWNER OF RECORD: | BAYHEALTH MEDICAL CENTER, INC. 604 SOUTH STATE STREET DOVER, DE, 19901 |
| 2. ENGINEER / SURVEYOR: | BECKER MORGAN GROUP INC. 309 SOUTH GOVERNORS AVENUE DOVER, DELAWARE 19904 (302) 734-7950 |
| 3. PROPERTY MAP NUMBER: | MD-16-174.17-01-28.00 |
| 4. ZONING CLASSIFICATION: | EXISTING: H-1 INSTITUTIONAL |
| 5. PLAT REFERENCE: | P.B. 88/85 |
| 6. TOTAL SITE AREA: | 10.0640 ACRES ± |
| 7. SETBACKS: | H-1 INSTITUTIONAL CITY OF MILFORD FRONT: 30 FT. SIDE: 20 FT. REAR: 20 FT. |
| 8. BUILDING HEIGHT: | PERMITTED: 50 FEET PROPOSED: 35 FEET ± |
| 9. LOT COVERAGE: | PERMITTED: 70.0% (10.06 ACRES * 0.70 = 7.04 ACRES) PROPOSED: 5.7% (0.60 ACRES / 10.06 ACRES = 0.057) |
| 10. PARKING: | REQUIRED: 1 SPACE PER 150 SQ. FT. BUILDING #705: 29 SPACES BUILDING #802: 69 SPACES BUILDING #802: 38 SPACES PROPOSED BLDG.: 34 SPACES TOTAL REQUIRED: 170 SPACES TOTAL PROVIDED: 181 SPACES |
| 11. SOURCE OF WATER: | CITY OF MILFORD |
| 12. SOURCE OF SEWER: | CITY OF MILFORD |
| 13. SOURCE OF ELECTRIC: | CITY OF MILFORD |
| 14. SOURCE OF GAS: | CHESAPEAKE |
| 15. SURVEY BENCHMARK: | NGS MONUMENTS VERTICAL: NAVD 88 HORIZONTAL: NAD 83 (2011) |
| 16. NOTE: | ALL ROADS TO BE PRIVATE AND MAINTAINED BY BAYHEALTH MEDICAL CENTER INC. |

OWNERS CERTIFICATION

WE, BAYHEALTH MEDICAL CENTER, INC., DO HEREBY CERTIFY THAT WE ARE THE OWNER OF THE PROPERTY DEPICTED ON THIS PLAN, AND THAT WE HEREBY SUBMIT THE PROPERTY AND IMPROVEMENTS SHOWN HEREON TO THE PROVISIONS OF THE DELAWARE UNIT PROPERTY ACT (25 DEL. C. § 22, et. seq.)

SIGNATURE _____ DATE _____

ENGINEERS CERTIFICATION

I, GREGORY V. MOORE, HEREBY CERTIFY THAT I AM A REGISTERED ENGINEER IN THE STATE OF DELAWARE. THAT THE INFORMATION SHOWN HEREON HAS BEEN PREPARED UNDER MY SUPERVISION AND TO MY BEST KNOWLEDGE AND BELIEF REPRESENTS GOOD ENGINEERING PRACTICES AS REQUIRED BY THE APPLICABLE LAWS OF THE STATE OF DELAWARE.

GREGORY V. MOORE P.E. NO. 9311 DATE _____

SHEET INDEX

| | |
|-------|----------------|
| C-201 | SITE PLAN |
| L-101 | LANDSCAPE PLAN |

BAYHEALTH MILFORD PROFESSIONAL CENTER

U.S. RTE. 113 & NORTH STREET
CITY OF MILFORD,
KENT COUNTY, DELAWARE

**SITE PLAN
PROPOSED 5,000 S.F.
BUILDING ADDITION**



ISSUE BLOCK

| MARK | DATE | DESCRIPTION |
|------|------|-------------|
| | | |
| | | |

PROJECT NO.: 2008098.01

DATE: 2017-04-14

SCALE: 1" = 50'

DRAWN BY: M.A.R. PROJ. MGR.: M.A.R.

SHEET

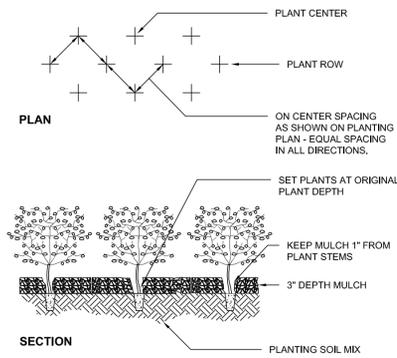
C-201

COPYRIGHT 2017

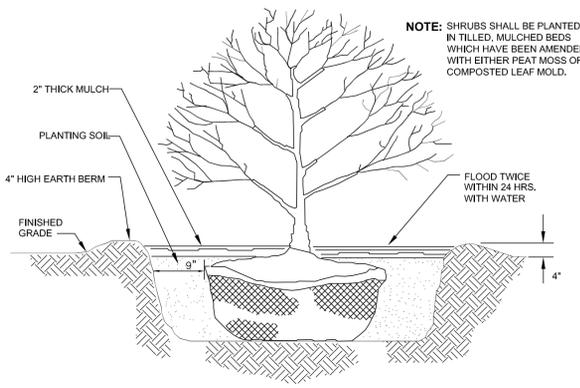
| PLANT LIST | | | | | | |
|------------|----------|--|------------------------|--------|------|--------------|
| KEY | QUANTITY | BOTANICAL NAME | COMMON NAME | SIZE | ROOT | REMARKS |
| LI | 2 | LAGERSTROEMIA INDICA | CRAPE MYRTLE | 5'-6" | B&B | |
| TO | 2 | THUJA OCCIDENTALIS 'ART BOE' | NORTH POLE ARBORVITAE | 6'-8" | CONT | |
| PS | 6 | PENNISETUM SETACEUM 'RUBRUM' | PURPLE FOUNTAIN GRASS | # 1 | CONT | |
| BT | 12 | BERBERIS THUNBERGII A. 'CRIMSON PYGMY' | CRIMSON PYGMY BARBERRY | # 1 | CONT | |
| AR | 130 | AJUGA REPTANS 'BURGUNDY GLOW' | 'BURGUNDY GLOW' AJUGA | 1 3/4" | CONT | PLANT 12" OC |

GENERAL LANDSCAPE NOTES:

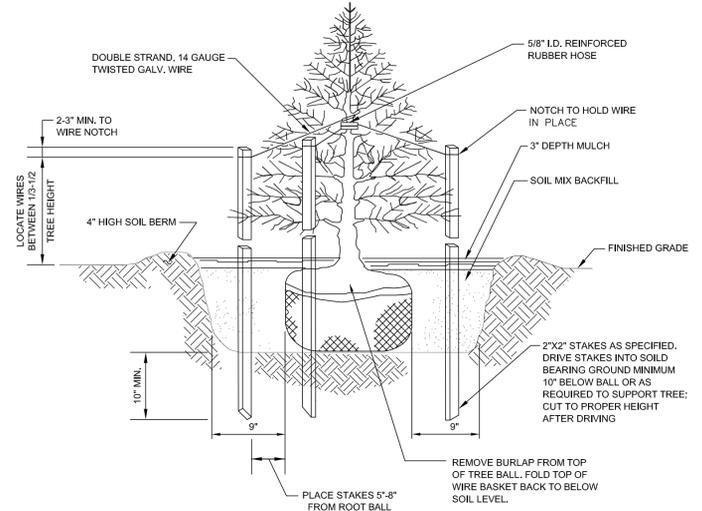
- QUALITY AND SIZE OF PLANTS, SPREAD OF ROOTS, AND SIZE OF BALLS SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS OF THE AMERICAN ASSOCIATION OF NURSERYMEN "AMERICAN STANDARDS FOR NURSERY STOCK".
- EVERGREEN TREES SHALL HAVE A FULL, WELL-BRANCHED, CONICAL FORM TYPICAL OF THE SPECIES.
- PLANT MATERIALS DELIVERED TO THE SITE IN UNCOVERED TRUCKS WILL BE REJECTED.
- UNACCEPTABLE PLANT MATERIALS: MATERIALS WHICH HAVE DAMAGED OR CROOKED LEADERS, DEFORMED GROWTH HABIT, ABRASIONS OF THE BARK, SUN SCALD, WINDBURN, DISFIGURING NOT COMPLETELY CALLOSED WILL BE REJECTED. IN ADDITION, TREES HAVING THEIR CENTRAL LEADERS HEADED BACK WILL ALSO BE REJECTED. PLANTS WITH LOOSE OR CRACKED ROOT BALL OR CONTAINERS WILL BE REJECTED.
- ALL PLANTS SHALL BE PLANTED IN TOPSOIL THAT IS THOROUGHLY WATERED AND TAMPED AS BACKFILLING PROGRESSES.
- NOTHING BUT SUITABLE TOPSOIL, FREE OF DRY SOD, STIFF CLAY, LITTER, STONES IN EXCESS OF ONE (1) INCH DIAMETER, ETC. SHALL BE USED FOR PLANTING.
- PLANTING BEDS SHALL BE WHITE LANDSCAPING STONE OR OTHER APPROVED SUBSTITUTE BY OWNER.
- ALL SHRUB MASSSES SHALL BE PLANTED IN CONTINUOUS STONE BEDS WITH A LIGHTLY COMPACTED DEPTH OF THREE (3) INCHES.
- ALL CONTAINER PLANTS ARE TO HAVE ROOTS CUT ON FOUR SIDES AND/OR SPREAD OUT IN NEW SOIL MIXTURE.
- ALL AREAS NOT STABILIZED IN PAVING OR PLANT MATERIALS SHOULD BE SEEDED AND MULCHED. (SEE EROSION & SEDIMENT CONTROL PLAN AND NOTES.)
- LANDSCAPE BEDS NOT DEFINED BY CURBS, SIDEWALKS, WALLS OR OTHER STRUCTURES SHALL BE ENCLOSED BY ALUMINUM EDGING UNLESS OTHERWISE INDICATED.
- AREAS DISTURBED BY LANDSCAPE OPERATIONS SHALL BE GRADED TO MATCH EXISTING TOPSOIL AND SEED OR SOD AS REQUIRED.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES AND MAY MAKE MINOR ADJUSTMENTS IN SPACING AND/OR LOCATION OF PLANT MATERIALS. CONTRACTOR TO VERIFY "AS BUILT" LOCATION OF ALL UTILITIES.
- NO PLANT, EXCEPT GROUNDCOVERS, SHALL BE WITHIN THREE (3) FEET FROM SIDEWALKS.
- THE CONTRACTOR SHALL WATER ALL PLANTS THOROUGHLY TWICE DURING THE FIRST 24-HOUR PERIOD AFTER PLANTING, AND THEN WEEKLY OR MORE OFTEN, IF NECESSARY, DURING THE FIRST GROWING SEASON, UNLESS THE OWNER AGREES TO MAINTAIN AND WATER THEM.
- THE PLANTING PLAN SHALL TAKE PRECEDENCE OVER THE PLANT SCHEDULE SHOULD ANY PLANT QUANTITY DISCREPANCIES OCCUR.
- NO SUBSTITUTIONS SHALL BE MADE WITHOUT APPROVAL OF THE OWNER AND/OR THE LANDSCAPE ARCHITECT.



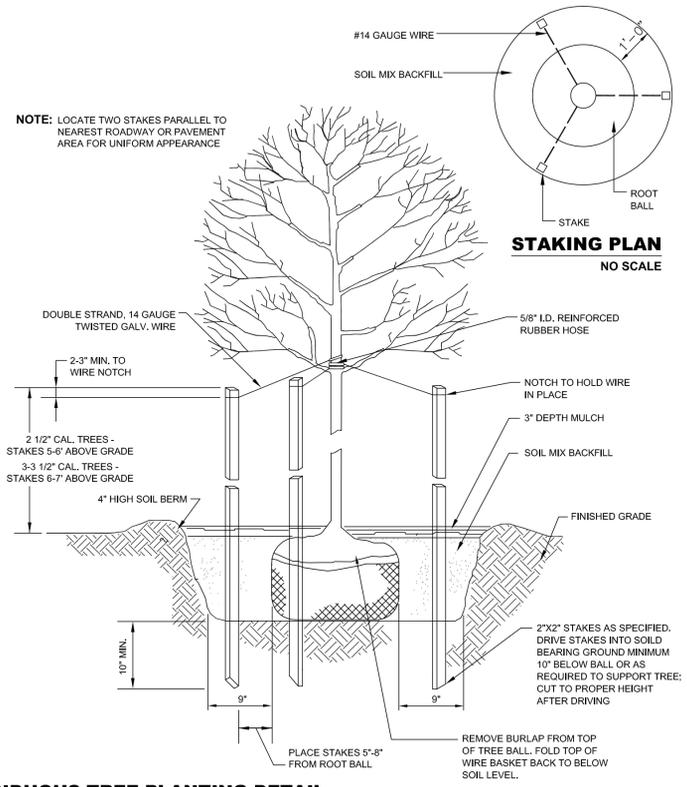
GROUND COVER PLANTING DETAIL
NO SCALE



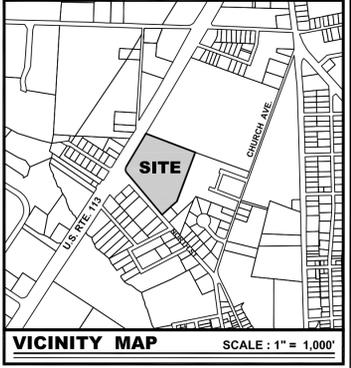
SHRUB PLANTING DETAIL
NO SCALE



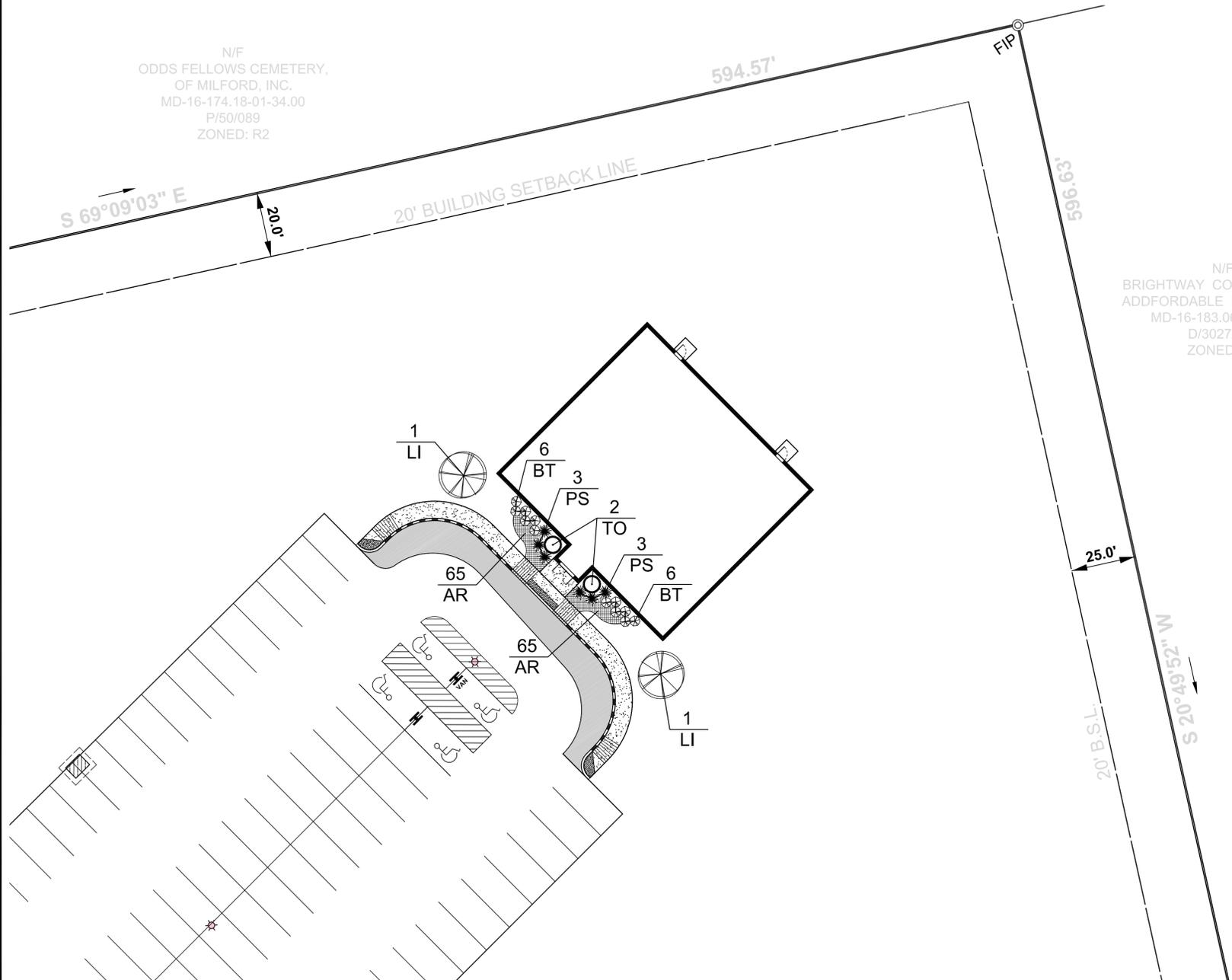
EVERGREEN PLANTING DETAIL
NO SCALE



DECIDUOUS TREE PLANTING DETAIL
NO SCALE

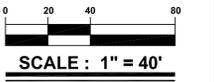


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PROJECT TITLE
BAYHEALTH MILFORD PROFESSIONAL CENTER
U.S. RTE. 113 & NORTH STREET
CITY OF MILFORD
KENT COUNTY, DELAWARE

SHEET TITLE
LANDSCAPE PLAN BUILDING ADDITION



| MARK | DATE | DESCRIPTION |
|----------------|------------|--------------------|
| PROJECT NO.: | 2008098.01 | |
| DATE: | 2017-04-14 | |
| SCALE: | 1" = 40' | |
| DRAWN BY: | M.A.R. | PROJ. MGR.: M.A.R. |
| SHEET | | |
| L-101 | | |
| COPYRIGHT 2017 | | |



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CLIENTS' SUCCESS

Written Summary / Description

The proposal includes the construction of a new 5,000 sq. ft. medical office building that will reside in a complex of three (3) existing medical office buildings known as the Milford Professional Center. The goal of the project is to increase the quantity of general medical practitioners serving the Milford Memorial Hospital Community. The hours of operation will be from 8:00 a.m. until 5:00 p.m. and a total of fifteen (15) employees will reside in the new building. No hazardous materials will be stored on site.

The goal of the proposal is to provide the Milford Community with top doctors for improving the general health of the community. The City of Milford code requires site plan review under Article IX Conditional Uses. The building will be constructed along the existing parking area that exists on site. Adequate parking to meet city code is available on site as the site was originally designed to accommodate additional buildings. No new parking will be added. Screening from neighbors is provided through mature plantings along the edges of the property.

BECKER MORGAN GROUP, INC.

ARCHITECTURE & ENGINEERING

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RITTENHOUSE STATION
250 SOUTH MAIN STREET, SUITE 109
NEWARK, DELAWARE 19711
302.369.3700

PORT EXCHANGE
312 WEST MAIN STREET, SUITE 300
SALISBURY, MARYLAND 21801
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ARCHITECTURE & PLANNING

3205 RANDALL PARKWAY, SUITE 211
WILMINGTON, NORTH CAROLINA 28403
910.341.7600
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www.beckermorgan.com

200809801af-desc.doc

§ 230-15. - H-1 Institutional Development District.

In an H-1 District no building or premises shall be used and no building shall be erected or altered which is arranged, intended or designed to be used except for one or more of the following uses and complying with the requirements so indicated.

- A. Purpose. The intent of the H-1 Institutional Development District is to encourage the development of institutional uses in accordance with an approved plan of development. This district is to provide suitable areas and adequate safeguards for such uses to serve the City of Milford and the surrounding region.
- B. Permitted uses. Permitted used for the H-1 District shall be as follows:
 - (1) Medical and surgical hospitals, subject to site plan review.
 - (2) Medical and dental centers, excluding drug abuse centers and freestanding detoxification centers.
 - (3) Medical arts offices and buildings.**
 - (4) Accessory uses incidental to the permitted uses.
 - (5) Municipal and public services and facilities, including City Hall, water storage towers, water reservoirs, water pumping stations, water treatment plants, sewage pumping stations, sewers (storm and sanitary), street rights-of-way, utility transmission and distribution lines, public transportation bus or transit stops, police and fire stations and substations for electric, gas and telephone facilities.
- C. Conditional uses subject to special regulations. The following uses may be permitted with the approval of a conditional use permit by the Milford City Council in accordance with the provisions of Article IX of this chapter:
 - (1) Nursing homes.
 - (2) Sanatoriums.
 - (3) Multilevel parking facilities.
 - (4) Community residential treatment program.
- D. Area regulations.
 - (1) Minimum lot area shall be one acre.
 - (2) Maximum lot coverage shall be 70%.
 - (3) Minimum lot width shall be 150 feet.
 - (4) Height of buildings shall not exceed 50 feet.
 - (5) Minimum building setback shall be as follows:
 - (a) Thirty feet for the first 15 feet of height.
 - (b) An additional 10 feet for the second 15 feet of height.
 - (c) Twenty feet for each additional 15 feet of height.
 - (6) Each side yard shall equal 20 feet for each 15 feet of height.
 - (7) A rear yard shall be provided to equal 20 feet for each 15 feet of height.

ARTICLE IV - Off-Street Parking and Loading

§ 230-20. - General provisions.

- A. Establishment of off-street parking area. The establishment of any off-street parking area having a capacity of four or more automobiles shall be subject to the approval of the Code Official and further subject to the following requirements. It shall:
 - (1) Have a buffer strip at least five feet wide between it and any adjacent residential lot.
 - (2) Be attractively landscaped and screened from neighboring residential lots.
 - (3) Not extend into any required front yard areas, except for the driveways.
 - (4) Be used solely for the periodic parking of private passenger (noncommercial) vehicles.
- B. Parking space size. Parking space sizes shall be in accordance with § 230-21.
- C. Parking spaces in driveways. Driveways shall be considered as constituting off-street parking space for one-family detached, semidetached or townhouse dwellings in residential districts, provided that sufficient space is available in such driveways to meet the requirements of this section.
- D. Location of parking spaces. All parking spaces shall be set back 15 feet from any street line. Parking spaces shall be located so that no spaces are a greater distance than 600 feet from the building or use to which they are assigned, provided that this requirement shall not apply to parking spaces for auditoriums, stadiums, assembly halls, gymnasiums and other places of assembly or industrial, wholesaling and manufacturing establishments.
- E. Parking spaces assigned to more than one use. Parking spaces for separate buildings or uses in all zoning districts may be combined in a single lot, provided that the number of parking spaces in the lot shall equal the sum of the parking spaces required for each building and use, except that the parking spaces required for places of assembly may include parking spaces assigned to other uses, provided that the place of assembly shall not be used at a time when the other uses are carried on.
- F. No off-street parking required in the C-2 Central Business District. No on-site, off-street parking shall be required in the C-2 District for newly constructed establishments or existing structures. Existing municipal parking facilities shall provide the necessary parking areas for downtown shoppers. The location of the municipal parking lots are:
 - (1) North Walnut Street and Northeast Front Street.
 - (2) Park Avenue and Northeast Front Street and Denney Row.
 - (3) Park Avenue and North Washington Street.
 - (4) Southeast Front Street between South Walnut Street and Church Street.
 - (5) Southeast Front Street and South Washington Street.
- G. Parking lot and garage maintenance. Ground cover, shrubs, trees and landscape screening shall be located and maintained so as not to interfere with vehicular and pedestrian traffic on the property or with sight clearance and exits.
- H. Fractional spaces. When the application of a unit of measurement for parking space or loading space to a particular use or structure results in a fractional space, any fraction under 1/2 shall be disregarded and fractions of 1/2 or over shall be counted as one parking space or loading space.
- I. Boat, trailer, bus and van parking. In any residential district, no house trailer, camper, boat trailer, bus or boat shall be parked in the front yard. Parking is allowed in the side or rear yards five feet from the property line if it does not take up space normally occupied by an automobile. All vehicles requiring a trailer for transportation must be stored on a registered trailer.
- J. Points of ingress and egress. When the parking garage buffer strip is adjacent to any public street upon which the lot has frontage, the fifteen-foot buffer strip which extends for the full frontage of the lot may be interrupted only at points of ingress and egress. Only one accessway shall be permitted for each 100 feet of frontage upon a public road. Such accessway shall be not less than 25 feet and not

more than 32 feet in width. No two accessways on the same lot shall be placed within 75 feet of each other.

§ 230-21. - Parking and loading standards.

A. Design standards (general).

(1) Parking spaces and aisle ways shall be designed in accordance with the following dimensional standards:

| Parking Angle | Stall Width (feet) | Aisle Way to Curb (feet) | Aisle Way Width |
|---------------|--------------------|--------------------------|-----------------------------------|
| 90° | 9 | 18 | As required by State Fire Marshal |
| 60° | 9 | 20 | As required by State Fire Marshal |
| 45° | 9 | 18 | As required by State Fire Marshal |
| Parallel | 10 | 20 | As required by State Fire Marshal |

(2) All spaces reserved for handicapped accessibility shall conform to the requirements set forth by the federal standards provided by the ADA (Americans with Disabilities Act).

(3) All parking spaces for use in conjunction with public parking lots, garages, storage areas operated on a commercial basis and parking areas accessory to multifamily, commercial, industrial and office uses shall be appropriately paved and striped.

(4) Exceptions to the design standards shall be permitted as follows.

B. Use standards. All uses permitted in this chapter shall be subject to the following minimum off-street parking requirements in addition to any special requirements as indicated in each zoning district.

| Types and Uses | Required Off-Street Parking Spaces |
|--|--|
| Retail stores and shops, all types, supermarkets, retail food stores and undertakers | 1 per 200 square feet of floor area used or designed for sales on the ground floor, plus 1 per 300 square feet of floor area used or designed for sales on all other floors, plus 1 for each 2 employees |
| New and used car and boat sales, mobile dwelling unit sales, truck and trailer | 4 per salesperson, plus 1 per per 2 employees during the period of greatest employment |

| | |
|---|---|
| sales, outdoor equipment and machinery sales, commercial nurseries and auctions | |
| Personal service establishments, laundromats and dry cleaning | 1 per 200 square feet of gross floor area |
| Banks and other financial institutions | 1 per 200 square feet of gross floor area, plus 1 for each employee |
| Business, governmental and professional offices | 1 per 100 square feet of gross floor area |
| Medical and dental offices or clinics [Amended 7-14-1997] | From 1 per 100 square feet gross floor space for medical and dental offices or clinics to 1 per 150 square feet of gross floor area for medical and dental offices or clinics |
| Hospitals | 1 for each bed of planned patient capacity, plus 1 per 3 employees or the shift of greatest employment |
| Sanatorium or nursing home | 1 for every 4 beds |
| Churches and other places of worship | 1 per 5 seats |
| Indoor and commercial outdoor recreation | 1 for each 150 square feet of gross floor, building or ground area devoted to such use or 1 per 4 seats of facilities available for patron use, whichever is applicable to the facility |
| Restaurants, taverns and similar uses | 1 per 3 seating accommodations, plus 1 per 2 employees on the shift of greatest employment |
| Dwelling, one-family detached, semidetached or mobile home | 2 1/2 per dwelling unit |
| Dwelling, townhouse, garden apartment or multifamily dwelling | 2 1/2 per dwelling unit |
| Rooming and boarding house or converted unit | 1 per rented unit |

| | |
|--|---|
| Museum, art gallery and similar use | 1 per 4 seats in rooms for public assembly or for each 150 square feet of gross floor area for use by the public, whichever is greater, plus 1 for each 2 employees on the shift of greatest employment |
| Public library | 1 per 400 square feet of gross floor area for public use, plus 1 per 2 employees on the shift of greatest employment |
| Fire station | 25 |
| Auditorium, stadium, assembly hall, gymnasium, theater (excluding drive-in) and community or recreation center | 1 per 4 fixed seats in the largest assembly room area or for each 40 square feet of floor area available for the accommodation of movable seats in the largest assembly room, or 1 per 150 square feet of gross floor area, whichever is applicable to the facility |
| Social club and fraternal, social service, union and civic organization building | 1 per adult attendant, plus 1 per 100 square feet gross floor area devoted to such uses |
| Public or private school | 3 per room used for administrative offices, plus 1 per room used for class instruction, plus 1 for each 5 seats in the auditorium and other places of assembly or facility available to the public |
| Industrial, manufacturing or wholesaling establishment | 1 per 2 employees on the shift of the greatest employment, plus 1 per 200 square feet of floor area devoted to sales |
| Hotel and motel | 1 for each guest room plus 1 for each 3 employees |

- (1) Reduction in the required number of off street parking spaces in the case of developments such as shopping centers or other commercial developments required to provide more than 50 off-street parking space.

The developer must set aside space to accommodate 100% of the area necessary to provide the parking requirements established by this Ordinance, but, upon the request of the developer, if agreed by the City of Milford, the developer may be permitted to set aside space to accommodate 100% of the area necessary to provide the parking requirements established by this chapter but not be required to construct more than 80% of the required parking spaces. In the event the developer is permitted to construct fewer than the required parking spaces, the remainder of the parking area set aside must be kept free of all construction and be planted and maintained as a grassy area and designated as Future Parking Space. The City of Milford may require construction of the remaining parking spaces at any time by the then owner of the premises upon

giving the owner not less than six months' advance written notice. In the event of the granting of the waiver herein described, the fact of the grant as well as the requirement that the owner maintain the space set aside as a level grass area and that the City of Milford has reserved the right to require construction of the remaining parking spaces upon six months' notice to the owner of the site must be reflected in a note appearing on the subdivision or site development plans recorded.

C. Loading spaces.

- (1) No building or structure shall be erected in any district for the uses listed below unless loading space for the accommodation of trucks is provided on the premises in accordance with the following requirements:
 - (a) For retail stores, markets, wholesale and jobbing establishments and storage warehouses, the number of berths based on the gross floor area devoted to such use shall be as follows:
 - [1] Five thousand to 7,999 square feet of floor area: one berth.
 - [2] Eight thousand to 19,999 square feet of floor area: two berths.
 - [3] Each additional 20,000 square feet or major fraction thereof up to a maximum of 60,000 square feet of floor area: one additional berth.
 - (b) For hotels and motels, the number of berths based on the gross floor area devoted to such uses shall be as follows:
 - [1] Eight thousand to 20,000 square feet of floor area: one berth.
 - [2] Each additional 50,000 square feet or major fraction thereof up to a maximum of 120,000 square feet of floor area: one additional berth.
 - (c) Each manufacturing, office research and industrial establishment with a total of 3,500 square feet or more of gross floor area devoted to manufacturing, research and/or industrial uses shall provide loading space adequate to accommodate the normal demands for loading and unloading incidental to the type of use proposed on the premises.
- (2) Loading spaces shall not be allowed in any front yard of any property.

ARTICLE V - Landscape Screening

§ 230-22. - District requirements.

A. Residential districts.

- (1) In any R-1, R-2 or R-3 District a landscape screen and/or fence or wall a minimum of six feet in height shall be planted and/or erected to separate any permitted nonresidential use from any existing residential use on a contiguous lot. Such landscape screen and/or fence or wall may extend into the lot setback, side yard and rear yard.
- (2) In any R-3 District, for any lot developed for garden apartments or townhouses, a landscape screen and/or fence or wall a minimum of six feet in height shall be planted or erected to separate any contiguous lot developed as a single-family detached or semidetached residential dwelling on any contiguous lot zoned R-1 or R-2. Such landscape screen and/or fence or wall may extend into the lot setback, side yard and rear yard.

B. Commercial districts. In any C-1, C-2 or C-3 District a fifteen-foot buffer area shall be provided within which a landscape screen and/or fence or wall a minimum of six feet in height shall be planted or erected to separate any permitted use from any contiguous lot zoned R-1, R-2 or R-3 or any contiguous lot developed or approved for development for any residential use. Such landscape screen may extend into the lot setback, side yard or rear yard.

C. Institutional, Industrial and Office Building/Complex Districts: H-1, I-1, I-2, OB-1 and OC-1. ⁴¶

(1) Each use established in these districts shall set aside at least 20 feet in width immediately adjacent to any street upon which the lot has frontage, and extending for the full frontage of the lot, for purposes of providing for proper site distance and buffering from the public road. Within such area, the owner shall establish and maintain a planting of grass and/or horticultural ground cover. Other landscape materials may be incorporated, provided that there is no obstruction to vision, other than a tree trunk, in the area between two and seven feet above ground level. No use shall be made of this buffer area other than for a single driveway to provide access to the use for each 100 feet of frontage upon a public road. Such driveway shall not exceed 32 feet in width.

(2) Parking areas may be located in any hard area but shall not be closer than 15 feet to any street line or property line.

- D. Limited Industrial District. At the boundary line between an I-1 District and any R-1, R-2 or R-3 District or any lot developed or approved for development for residential use, there shall be a fifty-foot buffer area which shall include a landscape screen and/or fence or wall a minimum of six feet in height. Such landscape screen may extend into the lot setback, side yard or rear yard. ⁵□

§ 230-23. - Maintenance.

It shall be the responsibility of the property owner of record or his delegated representative(s) to properly maintain and care for any landscape plan planted or erected.

ARTICLE IX - Conditional Uses

§ 230-46. - Purpose.

- A. The intent of the conditional use is to maintain a measure of control over uses that have an impact on the entire community. Generally, conditional uses may be desirable in certain locations for the general convenience and welfare. They must use the property in a manner that assures neither an adverse impact upon adjoining properties nor the creation of a public nuisance. In short, because of the nature of the use, it requires sound planning judgment on its location and site arrangement.
- B. Conditional use permits may be issued for any of the conditional uses for which a use permit is required by the provisions of this chapter, provided that the City Council shall find that the application is in accordance with the provisions of this chapter after duly advertised hearings held in accordance with the provisions of Article XII.

§ 230-47. - Application and approval procedures.

- A. The application for a conditional use shall first be made with the Code Official, who shall then forward the materials to the Planning Commission.
- B. The Planning Commission shall study such information and make recommendations to the City Council within 60 days of the Code Official's referral to the Commission after holding a public hearing.
- C. The Council shall then act within 60 days of the receipt of the Commission's recommendation to either approve with conditions or deny such use after holding a public hearing. The Council's decision shall be based on the determination that the location of the use is appropriate, it is not in conflict with the Comprehensive Plan and it is consistent with the purpose and intent of this chapter.

§ 230-48. - Criteria for evaluation.

The following criteria shall be used as a guide in evaluating a proposed conditional use:

- A. The presence of adjoining similar uses.
- B. An adjoining district in which the use is permitted.
- C. There is a need for the use in the area proposed as established by the Comprehensive Plan.

- D. There is sufficient area to screen the conditional use from adjacent different uses.
- E. The use will not detract from permitted uses in the district.
- F. Sufficient safeguards, such as traffic control, parking, screening and setbacks, can be implemented to remove potential adverse influences on adjoining uses.

§ 230-49. - Conditions for approval; expiration.

- A. In granting any conditional use permit, the City Council may designate such conditions as will, in its opinion, assure that the use will conform to the requirements as stated in § 230-48 and that such use will continue to do so.
- B. Construction or operation shall be commenced within one year of the date of issuance or the use permit becomes void.
- C. A reapplication for a use permit for the same lot or use shall not be considered by the City Council within a period of 365 days from its last consideration. This provision, however, shall not impair the right of the Council to propose a use permit on its own motion.
- D. See fee schedule.
- E. If a conditional use permit is granted under the provisions of this article, the City Council shall direct the Code Official to officially notify the applicant, in writing, of all conditions approved by the Council.
- F. The approval of a conditional use is valid for one year. Unless permits are obtained or construction or use is substantially underway, all provisions of the conditional use are automatically rescinded. Permits may be revoked by the Council for failure to comply with the stated conditions of approval or applicable regulations.

CITY OF MILFORD
NOTICE OF PUBLIC HEARINGS

The Planning Commission will hold a Public Hearing regarding the below ordinance on TUESDAY, MAY 16, 2017 to hear evidence from interested parties and make a recommendation to City Council regarding the ordinance.

The City Council will hold a Public Hearing regarding the below ordinance on MONDAY, JUNE 26, 2017 to hear evidence from interested parties and make a final determination regarding the ordinance.

Both meetings begin at 7:00 p.m. and will take place in the Joseph Ronnie Rogers Council Chambers of Milford City Hall at 201 South Walnut Street, Milford, Delaware at which times, the following ordinance will be considered:

ORDINANCE 2017-15

Bayhealth Medical Center, Inc for a Conditional Use to allow multiple permitted uses on property on 10.00+/- acres in a H1 (Institutional Development) Zoning District. Property is located on the northeast corner of the N DuPont Blvd and North St intersection; 800 N DuPont Boulevard, Milford, Delaware. Present Use: Medical Office Complex; Proposed Use: Medical Office Complex with an additional medical office building.
Tax Map MD-16-174.17-01-28.00

WHEREAS, the City of Milford Planning Commission considered the ordinance, as described, at a duly noticed Public Hearing on May 16, 2017 and recommended its adoption to City Council; and

WHEREAS, Milford City Council conducted a duly noticed Public Hearing on June 26, 2017 to consider all information presented by City Staff, the Applicant, and written and verbal public testimony; and

WHEREAS, it is deemed reasonable, beneficial, and in the best interest of the City of Milford to allow a Conditional Use to allow multiple permitted uses on a property as herein described.

NOW, THEREFORE, the City of Milford hereby ordains as follows:

Section 1. Upon the adoption of this ordinance by City Council, Bayhealth Medical Center, Inc is hereby granted a Conditional Use Permit to allow multiple permitted uses on a property, in accordance with the application, effective on the date so noted.

Section 2. Construction or operation shall commence within one year of the date of issuance of the permit otherwise the conditional use becomes void.

Section 3. Dates.

Planning Commission Review & Public Hearing: May 16, 2017

City Council Introduction: June 12, 2017

City Council Public Hearing: June 26, 2017

Adoption: June 26, 2017

Effective: July 6, 2017

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

For additional information, please contact Rob Pierce in the Planning Department at Milford City Hall either by e-mail at RPierce@milford-de.gov or by calling 302.424.8396.

Advertised: Beacon 04/26/17



2017 Comprehensive Plan Update

June 26, 2017



Past Schedule

- ▶ April 2016 - The Planning Commission received training from staff and the City Solicitor regarding the 2008 Comprehensive Plan, 2011 SE Master Plan, City Charter, Zoning Ordinance, Subdivision Ordinance, Delaware Code and other relevant planning topics.
- ▶ May & June 2016 - The Planning Commission reviewed the goals and objectives from the 2008 Comprehensive Plan and drafted and released a community questionnaire.
- ▶ 9/20/16 - The Commission received training from the University of Delaware Institute for Public Administration (UD IPA) on comprehensive planning.
- ▶ 10/18/16 - The Commission held a visioning session with representatives from major employers, the school district, police department, fire company etc.
- ▶ 11/15/16 - The Commission continued the vision and goals discussion and reviewed Chapters 1-4 (Background, Community Character, Community Profile, Government, Community Services and Infrastructure).



Past Schedule (cont.)

- ▶ 12/14/16 - Staff and UD IPA held a public mapping workshop to determine areas and populations vulnerable to flooding and increased temperatures.
 - ▶ UD IPA was contracted by DNREC to develop methods of incorporating climate adaptation and community resiliency into comprehensive planning documents. The City agreed to be part of this research exercise. These services were provided at no cost to the City.
- ▶ 12/20/16 - The Commission reviewed Chapters 5-7 (Housing, Transportation, Economic Development and Redevelopment).
- ▶ 1/17/17 - The Commission reviewed Chapters 8-9 (Natural Resources, Parks, Recreation and Open Space).
- ▶ 2/21/17 - The Commission began discussions on Chapter 10 (Land Use and Growth Management). The meeting focused on a review of existing land use, zoning, and proposed future land use scenarios that would achieve plan compliance. The commission reviewed individual future land use change requests.



Past Schedule (cont.)

- ▶ 3/21/17 - The Commission completed discussions on Chapters 10 & 11 (Land Use, Growth Management and Implementation).
- ▶ 4/18/17 - The Commission reviewed the final draft plan and authorized staff to release the Plan for public comment.
- ▶ 5/3/17 - Staff and UD IPA held two informational sessions at the Milford Public Library to review the draft plan with the public.
- ▶ 5/16/17 - The Commission held a public hearing to receive comment and additional land use change requests. The Commission authorized staff to submit the Plan with amendments to PLUS.
- ▶ Including this evening, the City has held 9 public meetings and 2 community workshops related to the Plan update.



Future Schedule

- ▶ Submit 2017 Draft Comprehensive Plan to the Office of State Planning Coordination for Preliminary Land Use Service (PLUS) review in early July.
- ▶ Attend PLUS hearing on July 26, 2017.
- ▶ Receive PLUS comments at the end of August.
- ▶ Present PLUS comments to the Planning Commission at the September Planning Commission meeting.
- ▶ September and October, the Planning Commission and Staff will work to address PLUS comments.
- ▶ October 2017, submit revisions to the State of Delaware for approval.
- ▶ November and December, the final Planning Commission and City Council public hearings for adoption of the plan.



Comprehensive Planning

- ▶ The Comprehensive Planning process involves establishing goals for the future of the City by analyzing current and projected conditions and laying out steps that can be taken to help Milford reach its land use and development goals.
- ▶ Title 22, Chapter 9 of the Delaware code provides that the City will review the Comprehensive Plan at least every five years and readopt every 10 years.
- ▶ The Planning Commission has prepared the draft Comprehensive Plan in accordance with Delaware Code, Title 22 in recognition of the goals and objectives set forth in the comprehensive planning checklist provided by the State.



Vision Statement

Milford's Vision for Development - Milford takes great pride in the beauty of its riverfront and its rich historic and cultural heritage, which dates back to the 18th Century. The City wishes to build upon these enduring and desirable attributes while enhancing community resiliency and see Milford grow into the "Riverfront Gateway to Southern Delaware."

With a commitment to thoughtful economic development, appropriate growth that is resilient to environmental change, and preservation and protection of its most cherished assets, the City envisions itself as a year-round, vibrant, employment and economic center that stays true to its small town roots and feel... A small-town city where residents are able to live, work, go to school, and recreate.



Plan Components

- ▶ Background
- ▶ Community Character
- ▶ Community Profile
- ▶ Government, Community Services & Infrastructure
- ▶ Housing
- ▶ Transportation
- ▶ Economic Development and Redevelopment
- ▶ Natural Resources
- ▶ Parks, Recreation and Open Space
- ▶ Land Use and Growth Management
- ▶ Implementation and Intergovernmental Coordination



Demographics - Population Projections

| Table 2. Milford Population Scenarios | | | | |
|---|--------|--------|--------|--------|
| Scenario 1 - Recent Growth Boom Continues | | | | |
| 2010 | 2020 | 2030 | 2040 | 2050 |
| 9559 | 11,662 | 14,228 | 17,359 | 21,179 |
| Scenario 2 - Historic 30-year Growth Rate | | | | |
| 9559 | 11,160 | 13,029 | 15,211 | 17,758 |
| Scenario 3 - Growth Follows Kent County Projections | | | | |
| 9559 | 10,655 | 11,369 | 11,940 | 12,383 |
| Scenario 4 - Growth Follows Sussex County Projections | | | | |
| 9559 | 11,127 | 12,064 | 12,547 | 12,867 |



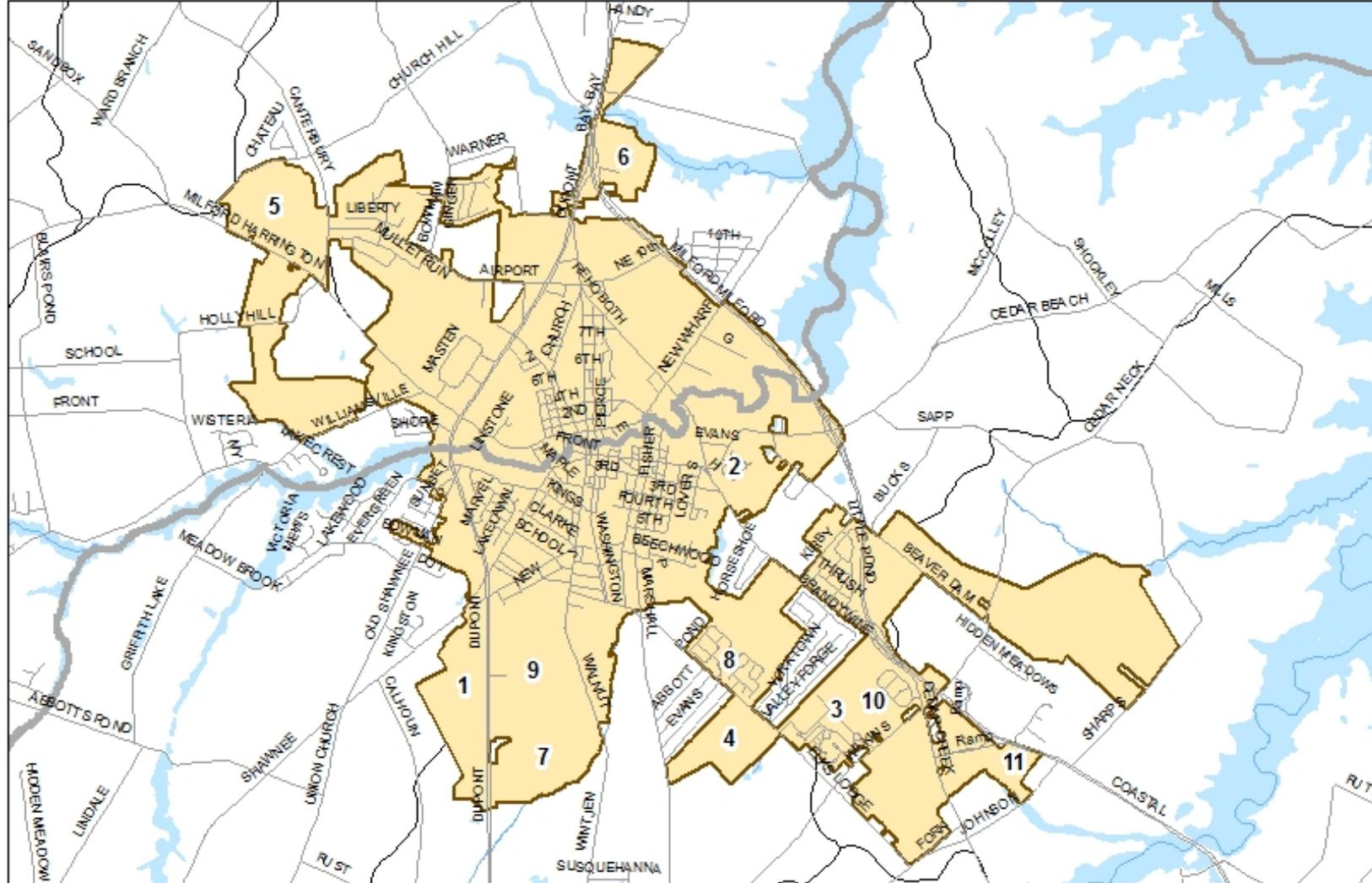
Housing Pipeline

Table 18. Existing and Planned Milford Residential Units

| Unit Types | Census | 2010 - Present | Approved to build | Total Existing or Proposed | % at build out |
|----------------------------|--------------|----------------|-------------------|----------------------------|----------------|
| Single-Family Detached | 2,701 | 191 | 1596 | 4,488 | 44.5% |
| Single-Family Attached | 201 | 42 | 1274 | 1,517 | 15.0% |
| Duplex | 183 | 20 | 146 | 349 | 3.5% |
| Multiple-Dwelling Units | 892 | 12 | 2770 | 3,674 | 36.4% |
| Manufactured, Mobile | 65 | 0 | 0 | 65 | 0.6% |
| Total Housing Units | 4,042 | 265 | 5786 | 10,093 | |

Source: 2010 American Community Survey and City of Milford

Residential Highlights





Residential Highlights

- ▶ As of late 2016, 5,786 units are approved awaiting construction.
 - ▶ 2,770 multi-family (condominium or apartment)
 - ▶ 1,596 single family detached
 - ▶ 1,274 single family attached
 - ▶ 146 are single family semi-detached

| Map Ref | Subdivision Name | Status |
|---------|------------------------------|--|
| 1 | Cypress Hall | A 384 unit Planned Unit Development project that is currently vacant. |
| 2 | Fork Landing | A development originally recorded with both single family detached and duplex type housing options. The current owner recently consolidated the remaining duplex lots into single family detached units. The project totals 65 units, of which 6 duplexes and 22 single family detached homes have been constructed. |
| 3 | Hearthstone Manor I | A 1,130 unit Planned Unit Development project consisting of 178 single family detached units and 952 condominium and villa units. |
| 4 | Hearthstone Manor II | A Planned Unit Development subdivision, approved for Phase I consisting of 40 single family detached, 24 villa units, and 176 apartment units. |
| 5 | Homestead | A Planned Unit Development currently undeveloped consisting of 151 single family detached lots, 148 single family villas, 82 duplex units, 276 townhouse lots and 400 condominiums for a total of 1,057 residential units. |
| 6 | Lighthouse Estates | A community under construction containing 68 single family detached lots. |
| 7 | Milford Ponds - Phase I & II | A Planned Unit Development community located in the Southwest neighborhood that has infrastructure installed but no homes built. There are 300 planned single-family detached units and 182 planned townhouses. |
| 8 | Orchard Hill | A single family detached unit development consisting of 187 single family detached units. |
| 9 | Simpsons Crossing | A 1,023 unit Planned Unit Development consisting of 450 single family detached, 231 multifamily townhouse, and 342 townhouses. |
| 10 | West Shores at New Milford | A single family detached unit development with most infrastructure installed but no homes constructed. Consists of 112 buildable lots. |
| 11 | Wickersham | A planned townhouse community in the Southeast neighborhood consisting of 200 units. Currently undeveloped. |



Transportation

- ▶ Existing Bicycle and Pedestrian Master Plan
- ▶ Public Transportation (DART)
- ▶ SR1, NE Front Street GSI
- ▶ CCP Study
- ▶ Dover/Kent MPO MTP 2040 Update
- ▶ Downtown Parking
- ▶ Downtown Truck Traffic
- ▶ Transit and Multi-modal connectivity
- ▶ Transportation Improvement District (TID)



Major Employers

Table 19. Milford Major Employers, 2017

| Employer Name | Type of Business | Number of Employees |
|---------------------------------|----------------------------|----------------------------|
| Perdue Farms, Inc. | Poultry Processing | 1550 |
| Bayhealth, Inc. | Health Care | 800 |
| Milford School District | Education | 558 |
| Dentsply Sirona, Inc. | Dental Supply Manufacturer | 525 |
| Seawatch International, Inc. | Seafood Processing | 280 |
| Kent-Sussex Industries, Inc. | Sheltered Workshop | 117 |
| City of Milford | Government | 105 |
| First State Manufacturing, Inc. | Industrial Sewing | 100 |
| | Total | 4035 |



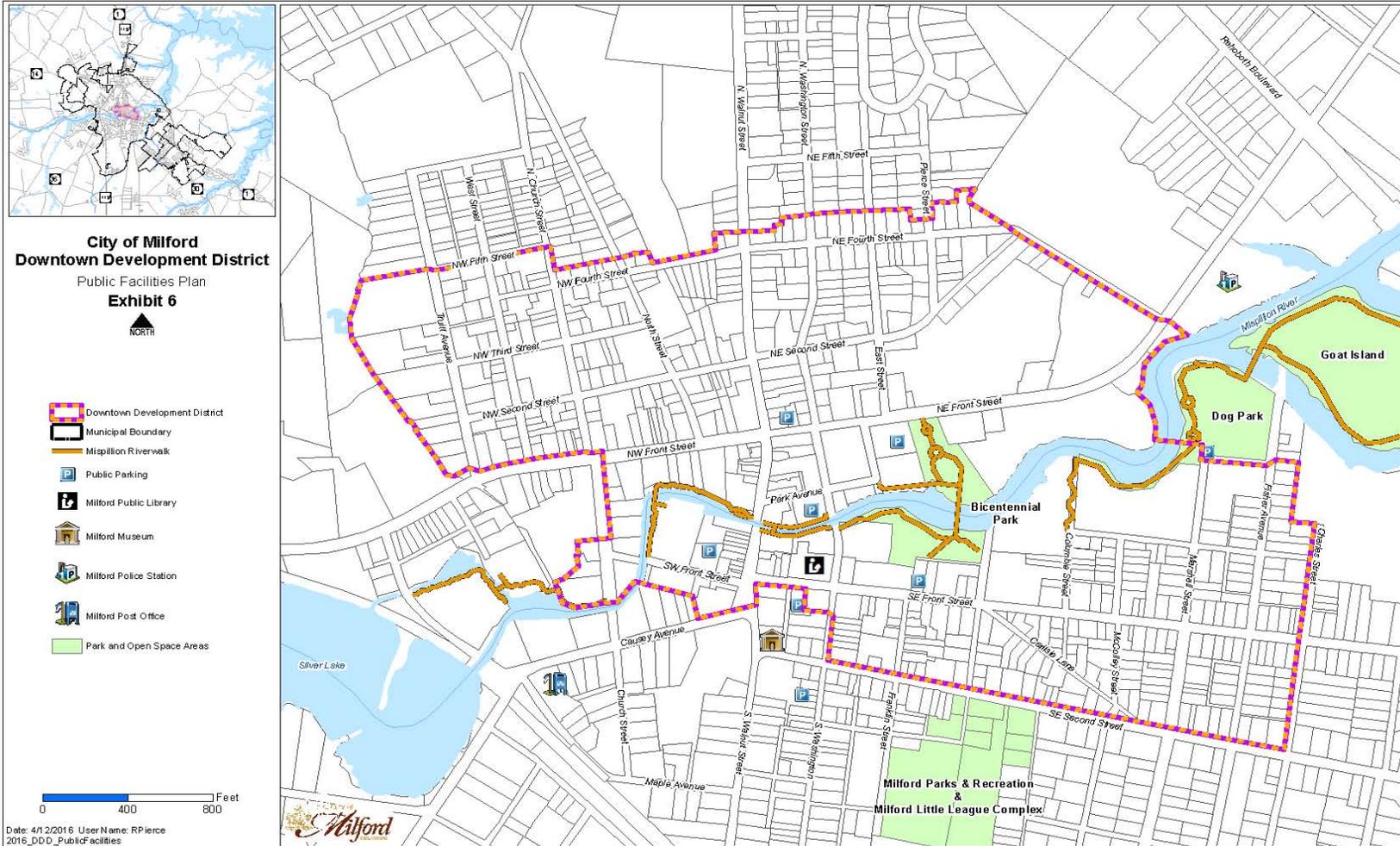
Employment Status

Table 20. Employment Status

| Employment Status | Milford | | Kent County | | Sussex County | | Delaware | | United States | |
|-------------------|---------|------|-------------|------|---------------|-------|----------|------|---------------|------|
| | # | % | # | % | # | % | # | % | # | % |
| Employed | 5,201 | 95.9 | 74,707 | 95.8 | 91,606 | 95.6% | 449,673 | 95.7 | 159,640,000 | 95.3 |
| Unemployed | 222 | 4.1 | 3,131 | 4 | 4,239 | 4.4 | 20,380 | 4.3 | 7,529,000 | 4.7 |
| Labor Force | 5,423 | | 77,983 | | 95,845 | | 470,053 | | 152,111,000 | |

Sources - Delaware Department of Labor, U.S. Bureau of Labor Statistics. Figures from Dec., 2016. Milford labor force drawn from 2015 American Communities Survey

Downtown Development District



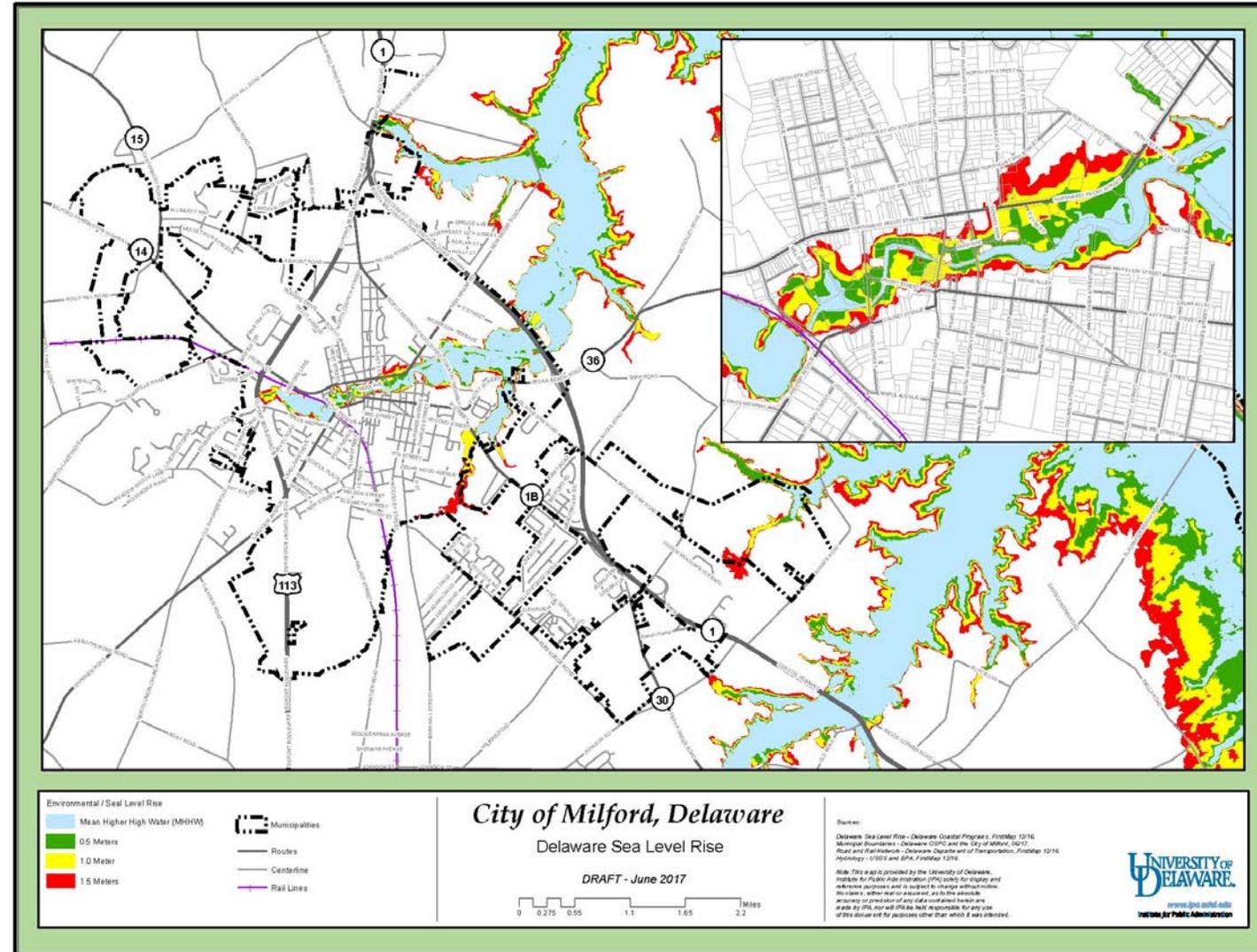


Natural Resources

- ▶ Sourcewater protection
- ▶ Wetlands and Buffers
- ▶ Floodplains
- ▶ Environmental Resiliency
- ▶ Sea Level Rise
- ▶ Heat vulnerability assessment

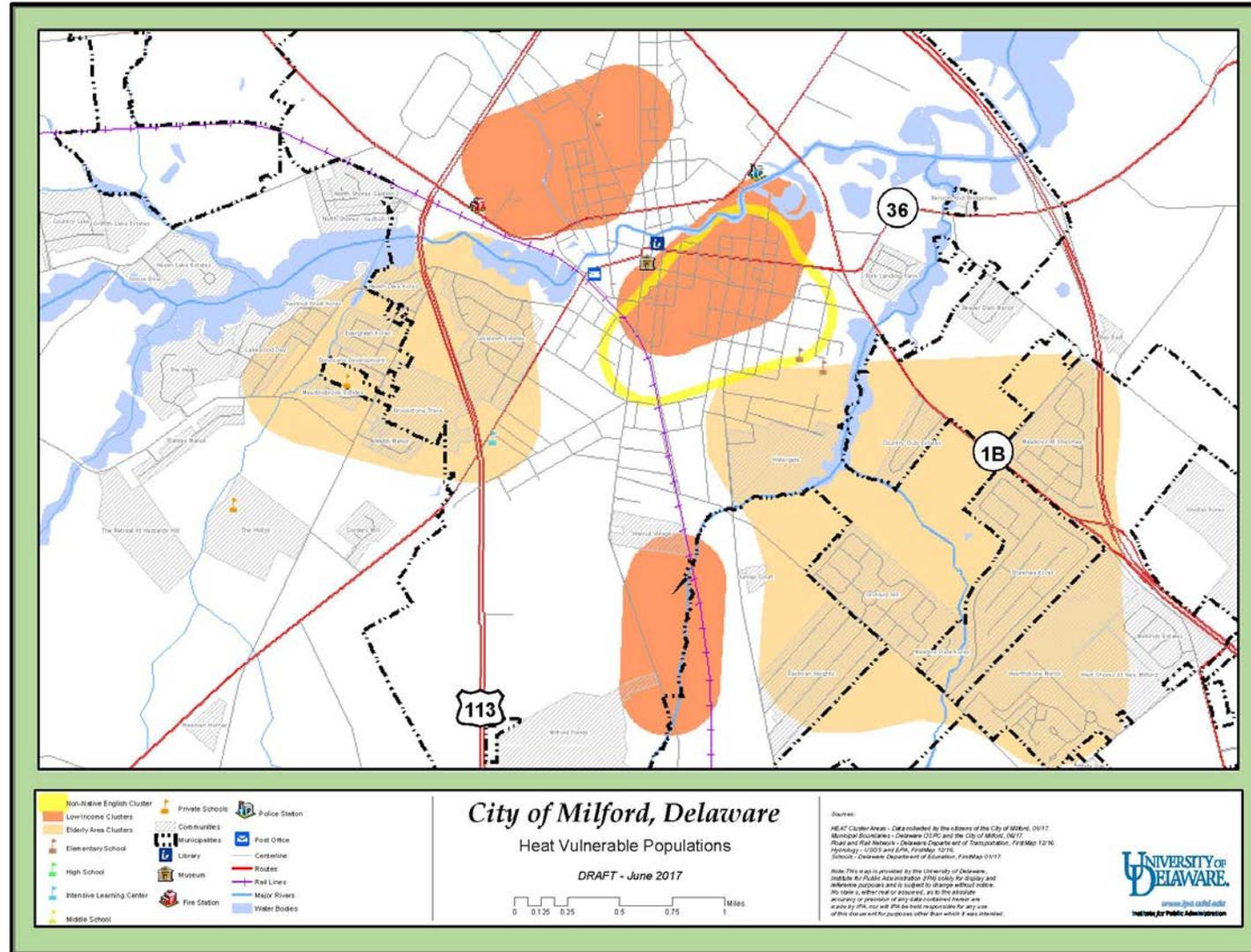
Sea Level Rise

- ▶ Exhibit identifies areas susceptible to 0.5, 1.0 and 1.5 meter sea level rise.
- ▶ DNREC recommends planning for a 1.0 meter sea level rise by 2100.



Heat Vulnerability

- ▶ December mapping workshop identified populations vulnerable to increased temperatures.
- ▶ Exercise focused on areas of low income, elderly and/or non-native English speaking populations.





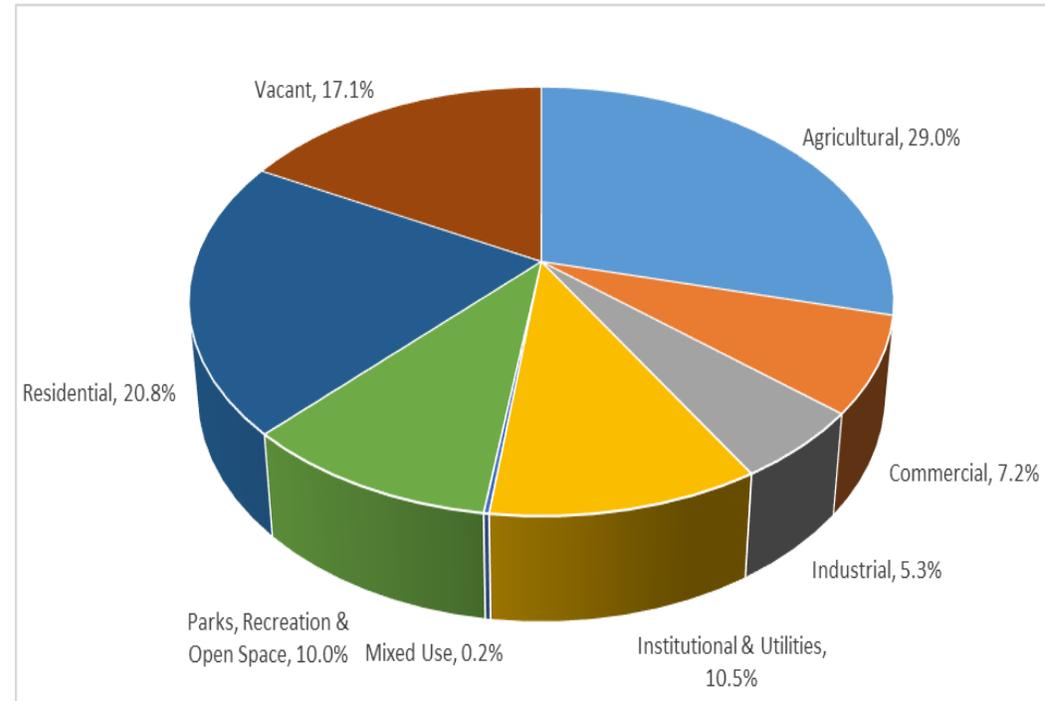
Parks, Recreation & Open Space

- ▶ Mispillion Riverwalk
- ▶ Recreational needs - State Comprehensive Outdoor Recreation Plan (SCORP)
- ▶ Agricultural Open Space
- ▶ Community Gardens

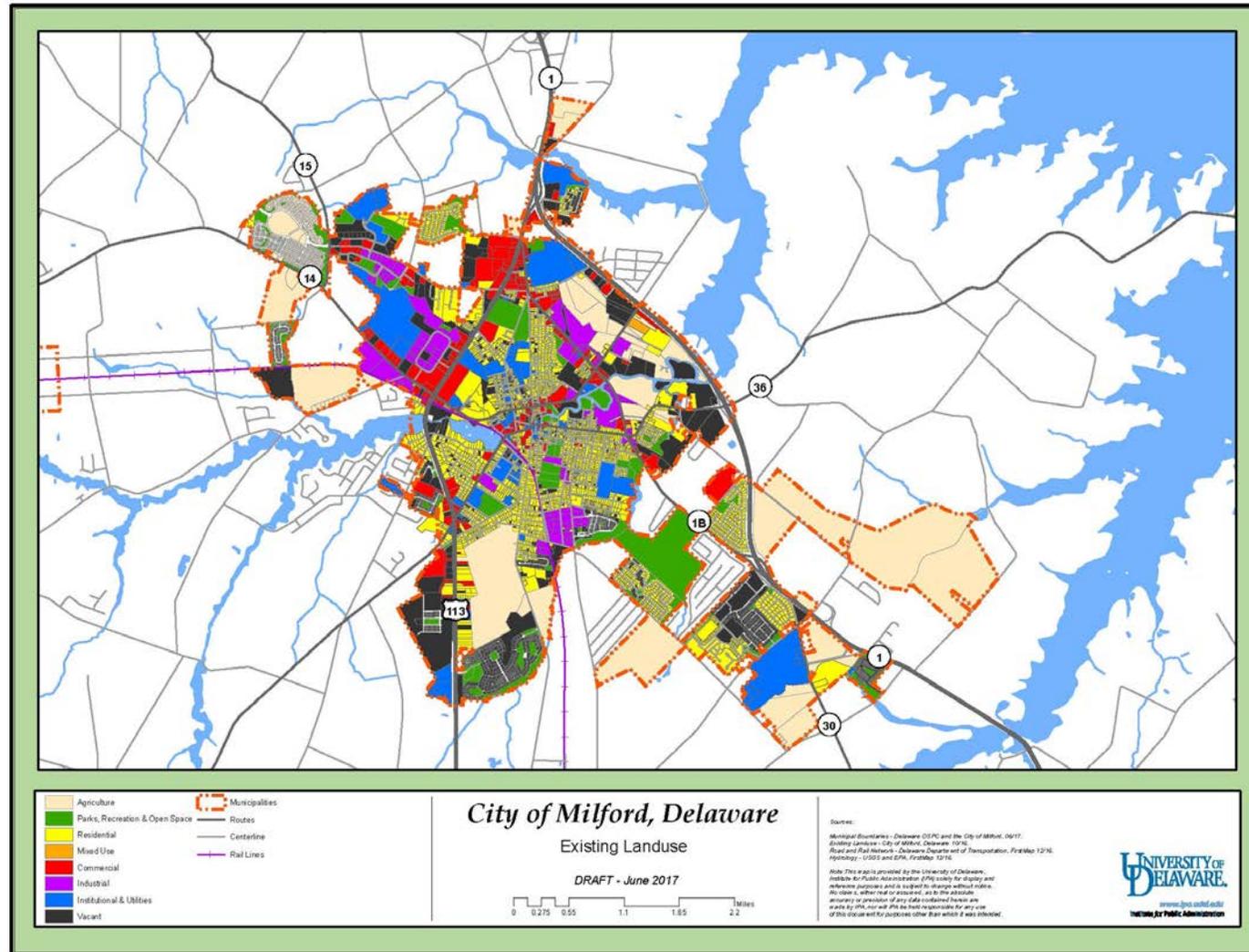


Current Land Use

- ▶ Approximately 46% of the land within the City is either Vacant or Agricultural Use.



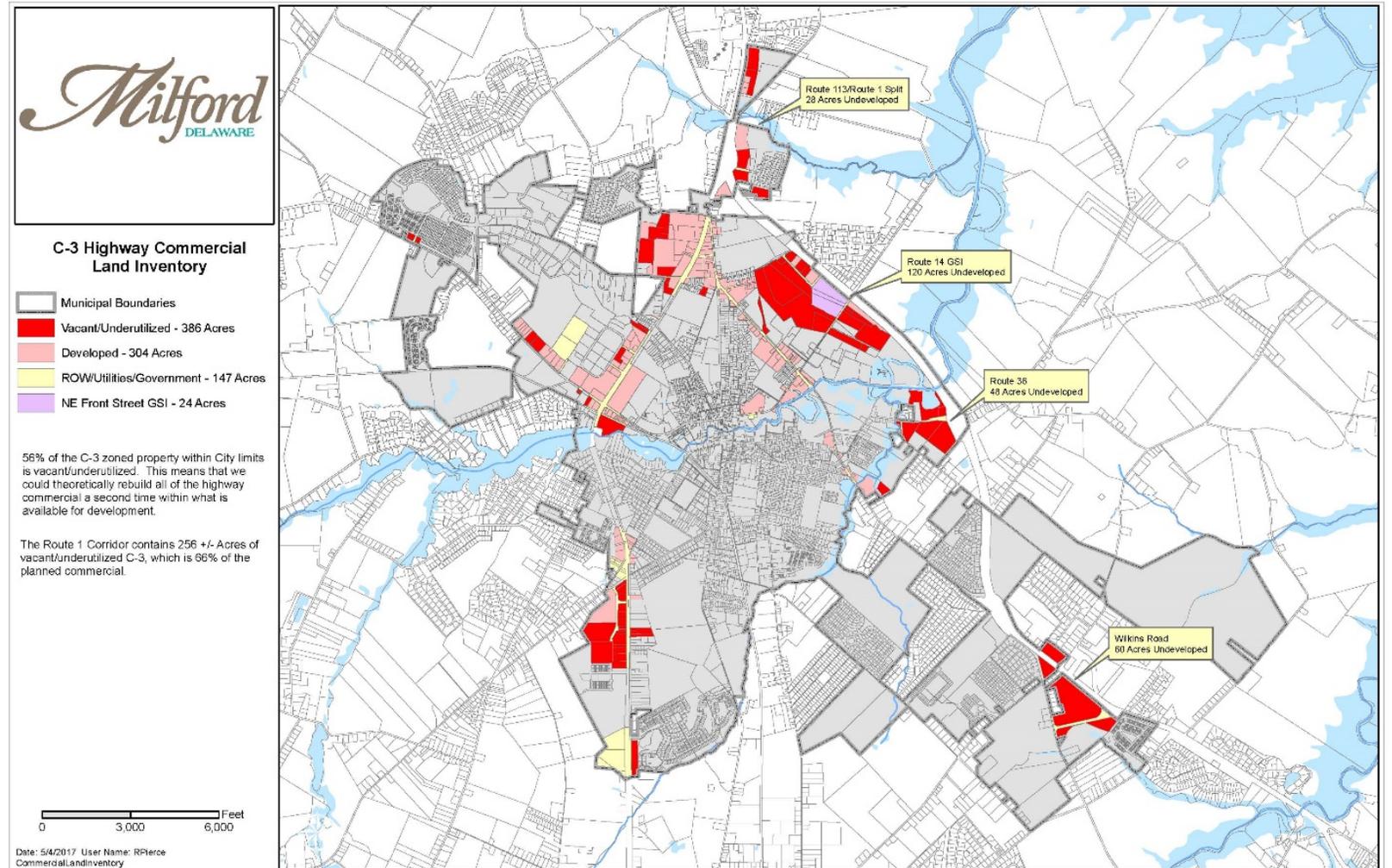
Existing Land Use





Existing C-3 Highway Commercial

- ▶ 304 +/- acres developed (pink)
- ▶ 386 +/- acres vacant or underutilized (red)
- ▶ 56% of the C-3 land is vacant
- ▶ Route 1 contains 256 +/- acres of vacant or underutilized C-3





Future Land Use

- ▶ Title 22, Section 702(c) of the Delaware Code requires that Milford “within 18 months of the adoption of a comprehensive development plan or revision thereof, amend its official zoning map to rezone all lands within the municipality in accordance with the uses of land provided for in the comprehensive development plan.”
- ▶ In an effort to bring the City’s current zoning map into compliance with the 2008 Comprehensive Plan, and to promote flexibility of zoning, staff reviewed the Future Land Use categories and recommended slight modifications.

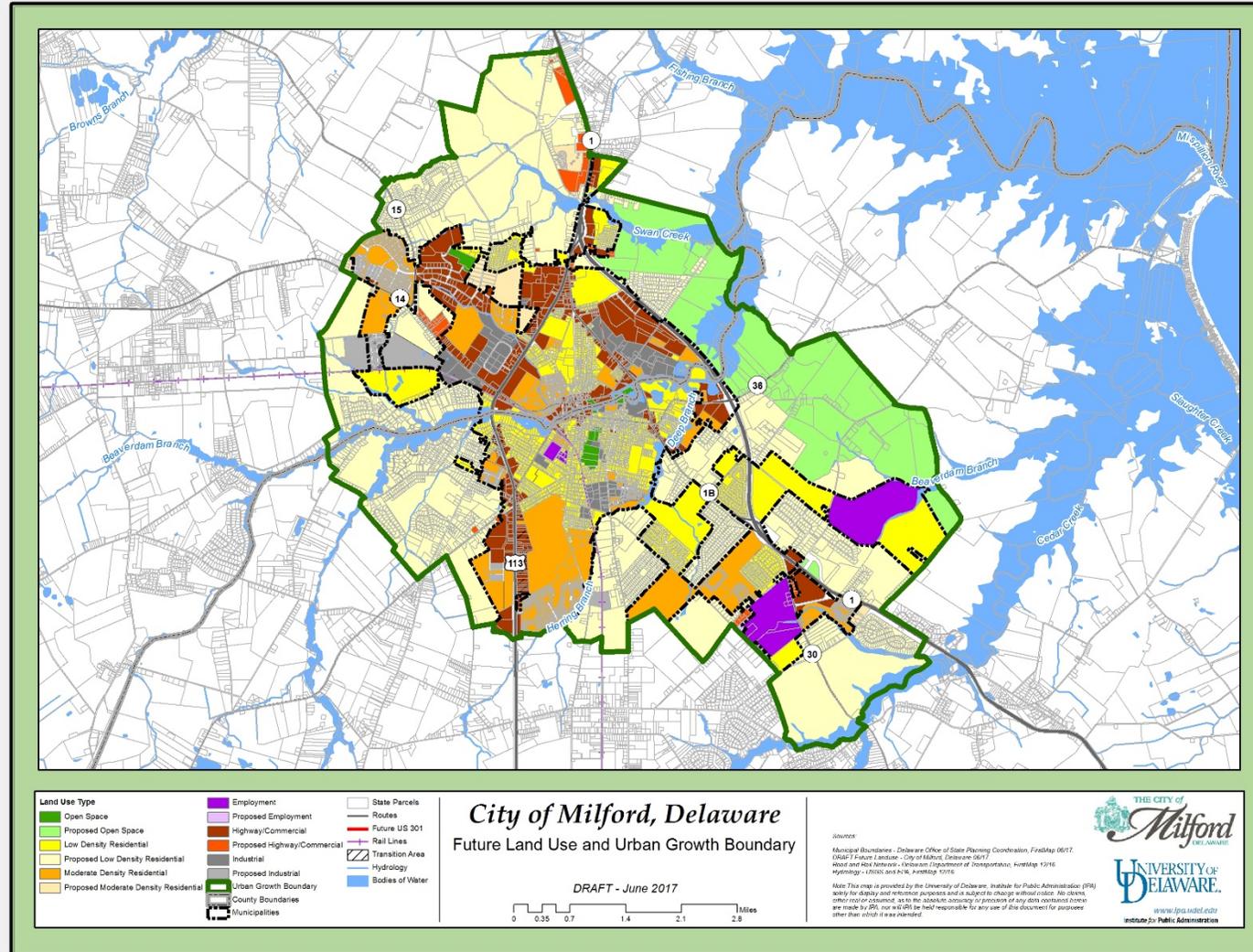


Future Land Use and Zoning Link

Table 28. Land Use and Zoning Link

| Future Land Use Designation | Corresponding Zoning District(s) |
|------------------------------------|---|
| Employment | H-1 - Institutional Development |
| | IM - Institutional Medical |
| | IS - Institutional Service |
| Commercial | C-1 - Community Commercial |
| | C-2 - Central Business |
| | C-2A - Riverfront Development |
| | C-3 - Highway Commercial |
| | OC-1 - Office Complex |
| | BP - Business Park |
| | H-1 - Institutional Development |
| Industrial | I-1 - Limited Industrial |
| | I-2 - General Industrial |
| Low Density Residential | R-1 - Single Family Residential |
| | R-2 - Residential |
| | C-1 - Community Commercial |
| | OB-1 - Office Building |
| Moderate Density Residential | R-3 - Garden Apartment & Townhouse |
| | R-8 - Garden Apartment & Townhouse |
| | C-1 - Community Commercial |
| | OB-1 - Office Building |
| Open Space | No Current Zoning Category |

Future Land Use





Future Land Use Changes

- ▶ Staff analyzed the current zoning map and the amended 2008 future land use maps to develop a base proposed future land use scenario for the 2017 update.
- ▶ Where possible, the future land use scenario reflects the current zoning conditions.
- ▶ Simplification of the future land use designations minimizes rezonings and provides additional flexibility within the Plan.
- ▶ Written requests from property owners to change land use classifications were evaluated and, if found necessary by the Planning Commission, incorporated into the Plan update.
- ▶ Staff proactively reached out to a number of property owners during the update process and discussed likely rezonings.

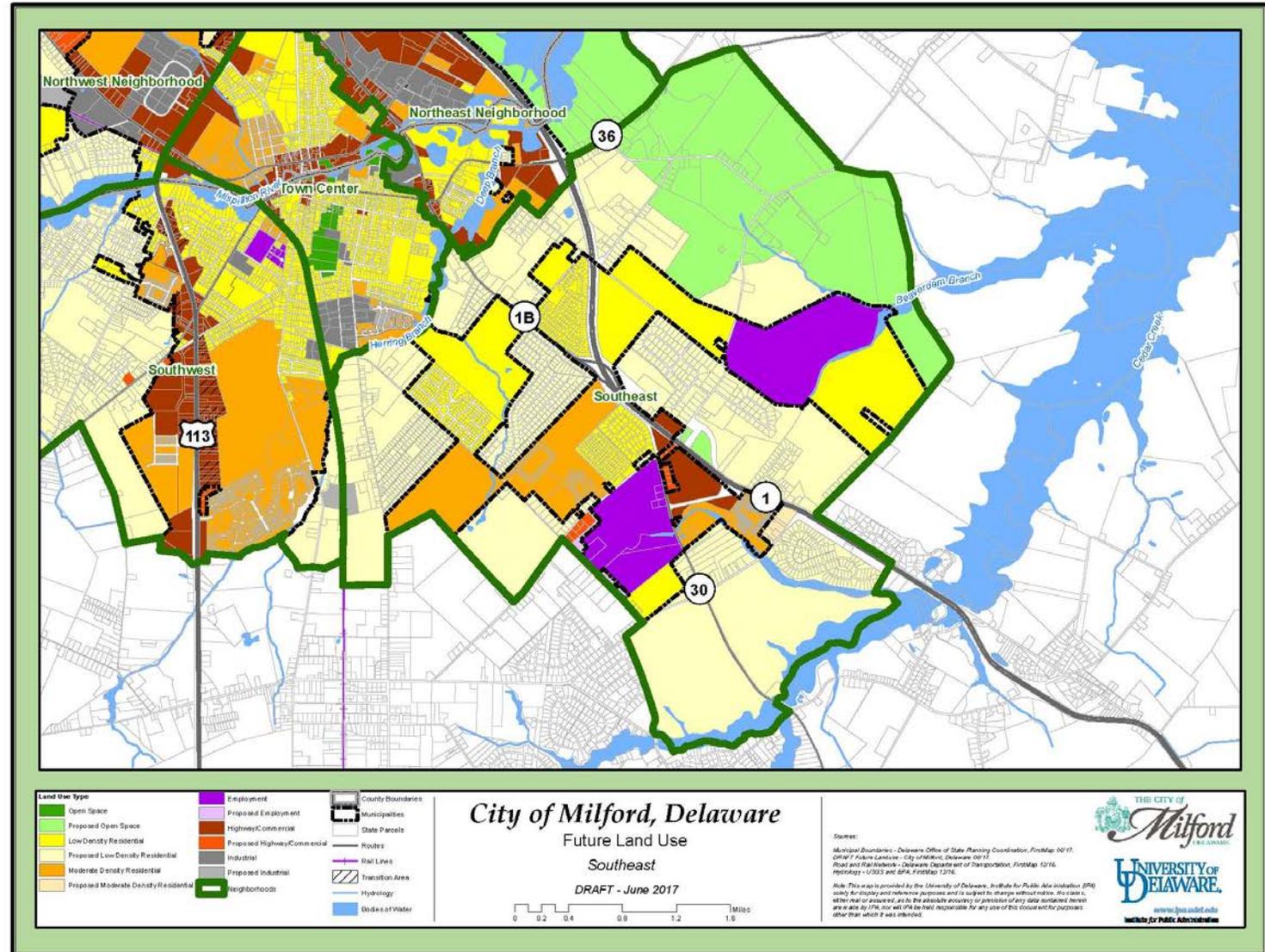


Transitional Commercial and Industrial Areas

- ▶ These areas are designed to allow for a migration from residential to the underlying future land use categories depicted on the Future Land Use and Urban Growth Boundary Map.
- ▶ There are two main transitional areas, commercial and industrial.
- ▶ This will allow the area to transition slowly along these corridors, without forcefully rezoning properties and potentially creating non-conforming properties and uses.
- ▶ The Comprehensive Plan will be reviewed again in 5 years, at which time the future land use exhibits can be updated to permanently show those areas that have transitioned from the residential uses to the more intense uses.

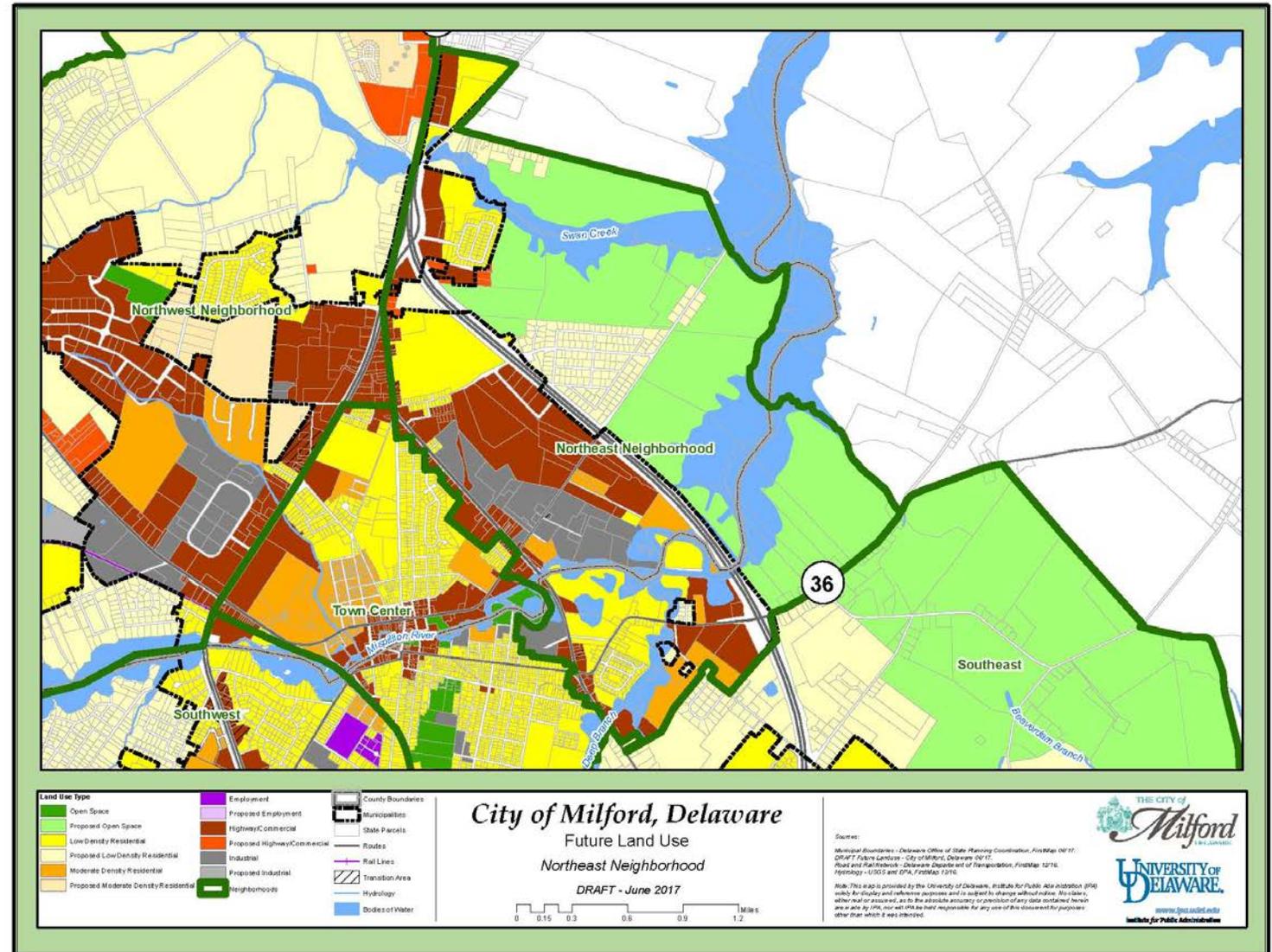
SE Master Plan

- ▶ Approved as an amendment to the 2008 Comprehensive Plan in 2011.
- ▶ SE Master Plan maps, text and descriptions govern development in the neighborhood.



NE Master Plan

- ▶ In 2013, the City and OSPC recommended a Master Plan for the NE Neighborhood in order to analyze proposed developments East of Route 1.





Open Space Preservation

- ▶ A recommendation from the 2008 Comprehensive Plan was to prepare and Open Space Preservation Plan. The primary goals of the Open Space designation east of Route 1 are the following;
 - ▶ Promote Transfer of Development Rights (TDR) program
 - ▶ Promote Conservation Easements
 - ▶ Protective Rural Zoning
 - ▶ Purchase the Land
- ▶ The Open Space Preservation Plan recommendation has been included in the 2017 update.



Annexation Recommendations

- ▶ Prioritize growth on the significant developable and vacant areas within the existing municipal boundaries.
- ▶ Systematically consider and evaluate annexation requests from within the existing Urban Growth Boundary.
 - ▶ Cost of providing services.
 - ▶ Ensure that there is adequate utility capacity for growth expected already within City limits.
 - ▶ Account for projected revenues from annexation.



Implementation

- ▶ Adopt comprehensive rezoning within 18 months of plan adoption.
- ▶ Within five years of adoption, review the plan to determine if its provisions are still relevant.
- ▶ Submit annual reports to OSPC.
- ▶ Develop a procedure for reviewing annual comprehensive plan amendments.



Questions?

[ONLINE DRAFT LINK](#)

CITY OF MILFORD
NOTICE OF PUBLIC HEARINGS

2017 Comprehensive Plan

The Planning Commission of the City of Milford is currently in the process of updating the 2008 Comprehensive Plan.

The Comprehensive Plan sets forth in graphic and textual form policies to govern the future physical development of the City. Title 22 Municipalities § 702 of the Delaware Code states the City shall review the Plan every five years to determine if its provisions are still relevant and the adopted plan shall be revised, updated and readopted at least every ten years. Such plan shall cover the entire City as well as areas delineated as the Greater Milford Area and all of its functions and services and/or a combination of plans governing specific functions and services of specific geographic areas.

This plan shall serve as a municipal development strategy setting forth the City's position on population and housing growth, expansion of boundaries, development of adjacent areas, redevelopment potential, community character, the general uses of land within the community and critical community development and infrastructure issues.

The enactment of the comprehensive plan is through final adoption by City Council.

Reviews will take place in the Joseph Ronnie Rogers Council Chambers of Milford City Hall, 201 South Walnut Street, Milford, Delaware, during the following times:

| | | |
|-----------------------------|---------|-------------------------------------|
| Tuesday, May 16, 2017 | 5:30 pm | Planning Commission Public Hearing |
| Monday, June 26, 2017 | 7:00 pm | City Council Public Hearing |
| Tuesday, September 19, 2017 | 7:00 pm | Planning Commission Public Hearing* |
| Tuesday, November 21, 2017 | 7:00 pm | Planning Commission Public Hearing* |
| Monday, December 11, 2017 | 7:00 pm | City Council Public Hearing* |

*Dates are subject to change depending on comments and responses received from the Delaware Office of State Planning.

All parties of interest are invited to be present and participate in the planning process. If unable to attend, written comments will be accepted up to one week prior to the hearing. For additional information, please contact Rob Pierce in the Planning Department at Milford City Hall either by e-mail at RPierce@milford-de.gov or by calling 302.424.8396.

Advertised: Beacon 04/26/17

Councilwoman Lisa Ingram Peel
408 Lakeview Avenue
Milford, DE 19963
6/26/2017

Dear City Council and Mayor Shupe:

I regret that I cannot be in attendance at tonight's meeting. I had hoped to participate in the discussion about updates to the City's comprehensive plan. I understand the need to update this plan to reflect the vision and expected development in Milford, and I would like to share feedback from Ward 2 residents regarding the proposed changes at the Clarke Avenue property recently acquired by Nationwide.

In an effort to understand the request for changes in the comprehensive plan, I have been in communication with Nationwide representatives. On June 20, 2017, Nationwide's CEO Meir Gelley and counsel Alan Levin presented the initial plans for the property. Neighbors of the property, residents of Ward 2, Mayor Shupe, Councilman Burk and I attended to learn more about the upcoming project. For many residents this was the first time they had heard the proposal in full and had an opportunity to ask questions about this project. Residents, in general, felt positively about the Nationwide project on the current Clarke Avenue footprint as well as the partnership with DENTSPLY to move its executive offices into the current Bayhealth facility. There were concerns raised, however, regarding the increased density housing on the parcels along Jefferson Avenue and Kings Highway.

While the residents of Ward 2 and I are pleased that Nationwide has acquired this property and wholeheartedly support the wellness village endeavor to be completed by this reputable company, we need time to consider the best use for the all the portions of the property involved in the acquisition. I am reassured that the dialogue will remain open between the residents of Ward 2, the city planner, City Council, and Nationwide.

Although submitting the comprehensive plan to the State for feedback is an initial step, it does outline proposed changes to include moderate residential housing. Based on the feedback from Ward 2 residents, I respectfully request a review of these changes to the comprehensive plan and would like to take steps to reconsider any increase in the housing density of the parcels along Jefferson Avenue and Kings Highway.

Sincerely,

Councilwoman Lisa Ingram Peel



TUESDAY tidbits

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by:



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- **The 2017 3rd Quarter Legislative Update Luncheon will be held on Wednesday, July 19th at Grotto Pizza in Milford from 11am to 1pm. The 3rd Quarter Luncheon is sponsored by Bayhealth and Dover Federal Credit Union. Please remember seating is limited and this is a pre-pay event. Please RSVP by Friday, July 7th.**
- There are still ad spaces available in the 2017-2019 Quality Living Book. The book is a great way to advertise in Kent and Sussex Counties, as well as with tourist, visitors and potential new customers. Contact us today for more information.
- Please join us on June 27th for the next Sunrise Seminar. Dr. Jesse Riggan with Delmarva Chiropractic & Wellness Center will be the Guest Speaker. The monthly event is held at Milford Place, located at 500 S. DuPont Hwy (RT.113) in Milford, from 8 to 9 am. **Please RSVP by Monday June 26th.**
- The Rookery North will be hosting the June 2017 Business Mixer on Thursday, June 29th from 5 to 7 pm, located at 6152 S. Rehoboth Blvd. in Milford. **Please RSVP by Monday June 26th.**
- Just a reminder, the CCGM Office will be closed on Tuesday, July 4th in observance of Independence Day.



PUBLIC WORKS DEPARTMENT
180 Vickers Drive
Milford, DE 19963

PHONE 302.422.1110
FAX 302.422.1117
www.cityofmilford.com

To: Eric Norenberg, City Manager
From: Mark A. Whitfield, Public Works Director
Subject: Funding for Award of Professional Contracts to Davis, Bowen & Friedel, Inc Contract
Date: June 21, 2017

On April 10, 2017, City Council awarded professional services contract to Davis, Bowen & Friedel, Inc for the following design projects:

| | |
|--|-----------|
| Shawnee Acres Pump Station Replacement | \$188,350 |
| NW & NE Front Street Sanitary Sewer Rehab | \$230,100 |
| NW & NE Front Street Waterline Replacement | \$202,500 |

While the funding sources for each of the projects were identified in my memo to the City Manager for the one award, my recommendation and Council's subsequent award of the contract failed to identify the funding sources for each of the projects. Based on the Finance Director's recommendation, I am requesting Council take formal action on the funding sources for the award of the contract.

RECOMMENDATION: I recommend Council authorize funding for the April 6 award to Davis, Bowen & Friedel, Inc as follows:

| | |
|--|-----------------------------------|
| Shawnee Acres Pump Station Replacement | \$188,350 from USDA Loan/Grant |
| NW & NE Front Street Sanitary Sewer Rehab | \$230,100 from USDA Loan/Grant |
| NW & NE Front Street Waterline Replacement | \$202,500 from Water Reserve Fund |

Northeast and Northwest Front Street Waterline Replacement Project #P0052A17.022

Shawnee Acres Sewage Pump Station Replacement Project #P0052A16.019

He shared that the Shawnee Acres pump station project is needed due to the increase flow from the Bayhealth Campus as well as any projected new developments.

The Public Works Director recalled that DelDOT is planning a rehab of Northeast and Northwest Front Streets in 2018-2019. Prior to that work being done, the City will replace transite and ductile iron waterlines, as well as rehab various sewer lines within the roadway.

Mr. Whitfield noted that the sewer line work is not as extensive and a good portion can be slip-lined. However, reports of a lot of inflow/infiltration continue to be high which has cost the City a lot of money in past years for treatment and an ongoing problem in that area.

Lining and rehabbing the pipes will also be done prior to the resurfacing of the roadway by DelDOT.

Mr. Whitfield recommends the award of all three professional services contracts to DBF with a not-to-exceed number.

Councilman Brooks confirmed that additional funding in the amount of \$211,781 will be paid from the Sewer Reserve Fund. Mr. Whitfield said that will depend on the amount of the bid because this is an estimate at this point. Two of the three projects will be funded from the USDA loan/grant. Unfortunately the waterline project is not an eligible-grant project though there is other eligible money. He recommends the work be funded using Water Reserve Funds.

Councilwoman Wilson moved to award the Professional Services Contract for the Shawnee Acres Sewage Pump Station Replacement Project, for an amount not to exceed \$188,350, seconded by Councilman Starling. Motion carried.

Councilwoman Wilson moved to award the Professional Services Contract for the Northeast and Northwest Front Street Sanitary Sewer Rehabilitation Project, for an amount not to exceed \$230,100, seconded by Councilman Mergner. Motion carried.

Councilwoman Wilson moved to award the Professional Services Contract for the Northeast and Northwest Front Street Waterline Replacement Project, for an amount not to exceed \$202,500, seconded by Councilman Mergner. Motion carried.

Councilman Brooks asked if a motion was needed to take the money out of reserves; City Manager Norenberg stated this is only for design though that may be needed in the near future. When the project is bid, he will have more information on the project costs of the construction.

EXECUTIVE SESSION

Councilmember Mergner moved to go into Executive Session reference the below statutes, seconded by Councilmember Starling:

{Pursuant to 29 Del. C. §10004(b)(4)} Collective Bargaining Matters
{Pursuant to 29 Del. C. §10004(b)(9)} Personnel Matters

Motion carried.

Mayor Shupe recessed the Council Meeting at 8:02 p.m. for the purpose as is permitted by the Delaware Freedom of Information Act.

Return to Open Session

Councilmember Burk moved to return to the Regular Session, seconded by Councilmember Mergner. Motion carried. City Council returned to Open Session at 8:15 p.m.

TO: Mayor and City Council

FROM: Rob Pierce, Coordinator of Planning & Economic Development Activities

DATE: June 26, 2017

RE: Plan Review and Building Inspections Services Agreement

In February 2016, the Planning Department solicited proposals from qualified firms for commercial plan review and inspection services, primarily focusing on the inspection of the new Bayhealth hospital. In June 2016, City Council approved the on-call commercial plan review and inspection services contract to First State Inspection Agency (FSIA) of Milford (see attached for copy of the executed agreement). The existing contract for commercial services is valid through June 30, 2019, correlating with the construction timeline for the new hospital facility.

With the resignation of the City's Building Code Official at the end of January 2017, City Council authorized a temporary contract with FSIA for residential building plan review and inspection services (see attached for copy of the executed agreement). The temporary contract is valid through June 30, 2017.

Staff recommends continuing the residential contract services under the current conditions for fiscal year 2018 with an option for a single one-year renewal upon mutual agreement of both the City and FSIA. If the option for the second year is effected, the residential plan review and inspection service contract would terminate simultaneously with the original commercial contract for the hospital project.

Later this summer, the City will seek proposals from qualified firms for residential rental inspection services. Staff anticipates the contract being a two-year agreement which would terminate with the above contracts, allowing the Department to advertise all plan review and inspection services again in 2019.

Both the outsourcing of building inspections/plan review and residential rental inspection services are included in the FY18 budget under contract services in the amount of \$72,000.

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (hereinafter "Agreement") is hereby entered into this 15th day of July, 2016 by and between the **City of Milford**, a political subdivision of the State of Delaware, located at 201 South Walnut Street, Milford, Delaware 19963 (hereinafter the "City") and **First State Inspection Agency, Inc.**, a Delaware corporation, of 1001 Mattlind Way, Milford, Delaware 19963 (hereinafter "FSIA").

WHEREAS the City desires to utilize the services of an experienced and qualified independent third party building inspector to facilitate plan review and inspections of commercial properties located within the jurisdiction of the City, and

WHEREAS the City and FSIA hereby desire to enter into this Agreement whereby FSIA will provide commercial plan and building inspections on behalf of the City according to the terms and conditions provided for herein.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **TERM:** This Agreement is for a term of three (3) years, beginning on 07/01/2016 and automatically expiring on 06/30/2019. The Agreement shall renew on a year to year basis upon the end of the third year upon written agreement of the City and FSIA based on agreed upon terms and conditions.

2. **SCOPE OF SERVICES:**

2.1 All work to be performed by FSIA under this Agreement shall be the responsibility of FSIA.

2.2 FSIA shall provide consultations, reviews and inspections on behalf of the City for existing and planned commercial buildings according to existing requirements under the Milford City Code, including Chapter 88 of Article II and the International Building Code adopted by the City, and any other applicable State or Federal law or regulation. The inspection work to be provided shall include, but not be limited to, footing, foundation, framing, energy, final inspections, and such other construction requirements established by law or requested by the City.

2.3 All work performed by FSIA shall be done on a case by case basis upon request by the City, a property owner, or any building contractor or subcontractor performing work on behalf of a property owner. All work to be performed shall be authorized by the City prior to the work being commenced. Any requests by a building contractor or property owner for services related to a residential building shall be rejected by FSIA and referred to the City.

2.4 Any commercial building plan reviews performed by FSIA shall be completed within fourteen (14) business days following receipt of the request.

2.5 Property inspections shall be completed within two (2) business days following receipt of the request.

2.6 All inspection requests shall be initiated by the builder, subcontractor, or property owner through First State Inspection Agency, Inc., 1001 Maitland way, Milford, Delaware 19963 or (302) 422-3859, (302) 422-4270 (fax), or 800-468-7338. All permit applications for construction must be picked up and returned to the City by the builder, subcontractor, or property owner. All permit fees will be paid to the City.

3. NON-EXCLUSIVE: The contract for services to be provided by FSIA under this Agreement is non-exclusive, whereby the same services may be provided by City personnel. In the event FSIA is unable to perform the tasks it is obligated to do under this Agreement in a timely manner as solely determined by the City, the City reserves the right to contract with other inspection contractors.

4. FSIA RESPONSIBILITIES:

4.1. All work to be completed by FSIA under this Agreement shall be performed by employees of FSIA who are trained and qualified to conduct inspections and plan reviews of commercial buildings according to the standards of the International Building Code.

4.2. FSIA agrees to not accept any form of payment or compensation for any work completed pursuant to this Agreement other than as provided under Section 7.

4.3. FSIA shall coordinate with the property owner or building contractor prior to performing any on-site inspections.

4.4. FSIA shall complete all work and inspection requests within the time frame identified under Section 2 of this Agreement.

4.5. FSIA shall submit all reports, inspections and other documentation to the City in a timely manner. FSIA shall maintain a record of all work completed under this Agreement for a period of at least seven (7) years.

4.6. FSIA shall provide technical advice and information, as requested by the City.

5. FSIA REQUIREMENTS

5.1. Insurance: Upon the execution of this Agreement and upon each instance when any required insurance is either renewed or replaced, FSIA shall provide the City with a certificate of insurance evidencing coverage of the following:

5.1.1. General Liability Insurance: FSIA shall maintain general liability insurance with an endorsement for hired and non-owned vehicles in an amount of at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate that names the City as an additional insured for ongoing operations and completed

operations FSIA's general liability insurance shall be primary and non-contributory.

5.1.2. Workers Compensation: FSIA shall maintain workers compensation insurance that covers all eligible employees employed by FSIA with liability limits of \$1 million/\$1 million/\$1 million. The policy must include a waiver of subrogation.

5.1.3. Professional Liability: FSIA shall maintain professional liability insurance in an amount of at least \$1,000,000 per claim or per occurrence that provides coverage against errors and omissions in the rendering or failure to render the professional services to be provided under this Agreement. This insurance shall afford insured status to all property owners and contractors requesting services by FSIA.

5.1.4. Auto Coverage. FSIA shall maintain liability coverage for any vehicles owned by FSIA with limits of at least \$1,000,000 per occurrence. The City shall be named as an additional insured.

5.2. Qualifications: FSIA employees performing work pursuant to this Agreement shall maintain any educational, training, certification and licensing requirements that are common for its industry. FSIA further certifies that any employee or agent of FSIA performing work under this Agreement is trained and qualified to interpret and determine compliance with the current City of Milford Code and the adopted International Building Code, as may be amended.

5.3. Professionalism: FSIA shall at all times act in a professional and courteous manner when interacting with property owners and building contractors requesting inspections.

6. INDEPENDENT CONTRACTOR. The parties agree that FSIA is an independent contractor and not an employee or agent of the City. FSIA shall use its own employees, personnel, equipment and resources in performance of its duties. FSIA shall provide supervision for its building inspection services, and shall be responsible for payment and control of its employees.

7. COMPENSATION:

7.1. Inspections: FSIA shall receive compensation from the City for all inspections and/or plan reviews according to the fee schedule attached hereto as Exhibit A.

8. INDEMNIFICATION AND HOLD HARMLESS: FSIA shall indemnify and hold harmless the City and its elected and appointed officials, officers, employees and agents from and against any and all claims, damages, injuries and expenses (including related attorneys' fees and court costs) arising out of or resulting, in whole or in part, from FSIA's actions or inactions which are in any way related to its responsibilities assumed under the terms of this Agreement.

9. DISPUTE RESOLUTION: Should there be any disagreement over code interpretation between FSIA and any builder, subcontractor, or property owner, the City's Manager or Code Enforcement Officer shall be authorized to make the final decision in order to resolve said disagreement.

10. SUBCONTRACTS: FSIA shall not be permitted to subcontract with any individual or entity to complete any obligation under this Agreement unless it first receives written consent from the City.

11. AMENDMENT AND AGREEMENT. This Agreement constitutes the entire agreement and understanding between the parties and supersedes any prior agreement and understanding related to the subject matter of this Agreement. This Agreement may only be amended by written instrument duly executed by the parties.

12. NON-DISCRIMINATION: In connection with the carrying out of its obligations under this Agreement, FSIA shall not discriminate against any employee, property owner or contractor because of the individual's race, marital status, color, age, religion, sex, sexual orientation, gender identity or national origin.

13. DEFAULT

13.1. Acts of default under the terms of this Agreement shall include, but not be limited to the following:

13.1.1. Failure to do any act required by this Agreement.

13.1.2. The commission of any act prohibited by the terms of this Agreement.

13.1.3. The occurrence of any other act of default identified by this Agreement.

13.1.4. Any act that is illegal, immoral or prohibited by law.

13.2. In the event of an act of default, the City shall provide FSIA with written notice of the default, except in the case of 13.1.4. in which case it shall be cause for immediate termination of this Agreement without notice or opportunity to cure.

14. TERMINATION: In the event FSIA commits two (2) or more acts of default, fails to cure any default capable of being cured within five (5) days after receipt of written notice from the City, or commits an act of default identified under 13.1.4, the City may immediately terminate this Agreement by sending written notice of the same. Upon receipt of the notice of termination FSIA shall immediately cease accepting any further work under this Agreement and provide the City with a report of all work that remains to be completed with three (3) business days.

15. GENERAL PROVISIONS

- 15.1. Word Gender or Number: The singular of any word may denote two (2) or more, the plural one (1) alone, and words of one gender may denote another gender whenever appropriate under the circumstances.
- 15.2. Counterparts: This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one in the same instrument. It shall not be necessary that any single counterpart hereof be executed by all parties so long as at least one (1) counterpart is executed by each party.
- 15.3. Notices: Any notices or communication required or permitted hereunder shall be sufficiently given when sent by first class mail, postage prepaid, to the address above stated or which shall hereafter be given to the parties by each other in writing.
- 15.4. Survivorship: All warranties, covenants, representations and guarantees shall survive the settlement and the execution of the documents required by this Agreement. The parties hereto in executing and in carrying out the provisions of this Agreement are relying on said representations, warranties and agreements contained herein and in any other writing delivered pursuant to this Agreement or at the settlement of the transactions and not upon any representation, warranty, agreement, promise or information, written or oral, made by any person other than as specifically set forth herein.
- 15.5. Law: This Agreement shall be construed in accordance with the laws of the State of Delaware.
- 15.6. Headings: Headings of the paragraphs and subparagraphs herein are placed for convenience only and shall not to any extent have the effect of modifying, amending, interpreting or changing the express terms and provisions of this Agreement.
- 15.7. Waiver: The failure by the City to insist upon the strict performance by FSIA of any provision, term or condition of this Agreement or to exercise any right or remedy upon a breach of this Agreement shall not constitute a waiver of any such provision, term or condition, but each shall remain in full force and effect with respect to any other then existing or subsequent breach.
- 15.8. Severability: In the event any part of this Agreement is found to be void, the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though the void part had been deleted.

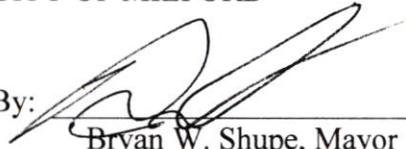
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IN WITNESS WHEREOF, and intending to be legally binding, the parties hereto set their hands and seals on the day first written above.

ATTEST:


Theresa Hudson, City Clerk

CITY OF MILFORD

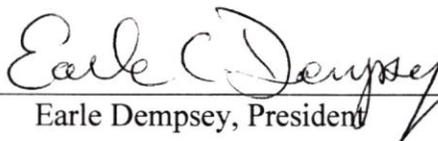
By:  (SEAL)
Bryan W. Shupe, Mayor

[MUNICIPAL SEAL]

WITNESS:


Robert Smith

FIRST STATE INSPECTION AGENCY, INC.

By:  (SEAL)
Earle Dempsey, President

Plan Review/Inspection Agreement

City of Milford and First State Inspection Agency, Incorporated

THIS AGREEMENT, made this 13th day of February 2017, by and between the **CITY OF MILFORD**, a municipal corporation of the State of Delaware, (Hereinafter referred to as "City") and **FIRST STATE INSPECTION AGENCY, INC.** (Hereinafter referred to as "FSIA").

Whereas, the parties desire to establish a relationship with respect to plan reviews and inspections of permitted construction in the City of Milford and establish certain aspects of their relationship.

NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the parties agree as follows:

1. FSIA shall conduct plan reviews, prior to the issuance of a permit. Alterations or modifications to approved plans will constitute additional review fees.
2. FSIA shall conduct building inspections to meet the requirements of the IRC and ICC Building codes as adopted by the City, including any amendments thereto.
3. FSIA shall conduct on-site inspections, consisting of footing, foundation, framing, energy, and final inspections.
4. FSIA shall maintain written records of on-site inspections until final inspections have been completed, at which time the City will be notified of the Final inspection and a copy of all inspection records will be forward to the City.
5. All inspection requests shall be initiated by the City and forwarded to the FSIA office.
6. FSIA shall provide technical advice and information, as requested by the City.
7. The City agrees to pay FSIA pursuant to the fee schedule attached hereto. FSIA shall bill the City: upon approval of construction drawings for the cost of plan review; and upon the first inspection, for the cost of inspection, Payment is due 30 days after receipt of invoice.
9. FSIA shall, during the entire term hereof, and any extension thereof, keep in full force and effect, a policy of general liability insurance with respect to its obligations under this agreement, which is approved by the City and in which the limits of liability shall not be less than one million (\$1,000,000.00) for each accident or occurrence. FSIA also agrees to maintain an Errors and Omissions Policy approved by the City, and in which the limits of liability shall be not less than one million (\$1,000,000.00). FSIA shall furnish the City with the certificate or certificates of insurance or other acceptable evidence that such insurance is in full force at all times during the term hereof.
10. This agreement shall remain in effect for a period of Five (5) Months at the same fee schedule, with the option of an additional Three (3) Years with a review of the services provided and the fee schedule at that time, to determine the necessity of a possible increase of fees. This agreement will commence February 1, 2017, and end June 30, 2017, provided, however, that the City shall have the sole option to terminate this contract after Five (5) Months, by providing FSIA written notice at least 30 days prior to termination.

IN WITNESS THEREOF:

Signed, sealed and delivered in the presence of:

FIRST STATE INSPECTION AGENCY, INC.

Rita Bouman
Attest

Earle C. Dempsey (SEAL)
Printed Name: Earle C. Dempsey
Title: Pres.

Sworn to and subscribed before me this 20 day of Feb, 2017.

JAN ELIZABETH KAUFFMAN
Notary Public

JAN ELIZABETH KAUFFMAN
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires November 18, 2018

Date Commission Expires

CITY OF MILFORD

Jessica K. Hudson
Attest/City Clerk

[Signature] (SEAL)
By: Mayor Bryan W Shupe

Sworn to and subscribed before me this 21 day of February, 2017.

Christine R. Crouch
Notary Public

CHRISTINE R CROUCH
NOTARY PUBLIC
State of Delaware
My Commission expires on Aug. 19, 2017

Date Commission Expires

Plan Review/Inspection Agreement

THIS AGREEMENT, made this 26th day of June 2017, by and between the **CITY OF MILFORD**, a political subdivision of the State of Delaware, (Hereinafter referred to as “City”) and **FIRST STATE INSPECTION AGENCY, INC.** (Hereinafter referred to as “FSIA”).

WHEREAS, the parties desire to establish a relationship with respect to plan reviews and inspections of permitted construction in the City of Milford and establish certain aspects of their relationship.

NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the parties agree as follows:

1. FSIA shall conduct plan reviews, prior to the issuance of a permit. Alterations or modifications to approved plans will constitute additional review fees.
2. FSIA shall conduct building inspections to meet the requirements of the IRC and IBC Building codes as adopted by the City, including any amendments thereto.
3. FSIA shall conduct on-site inspections, consisting of footing, foundation, framing, energy, and final inspections.
4. FSIA shall maintain written records of on-site inspections until final inspections have been completed, at which time the City will be notified of the Final inspection and a copy of all inspection records will be forward to the City.
5. All inspection requests shall be to the FSIA office.
6. FSIA shall provide technical advice and information, as requested by the City.
7. The City agrees to pay FSIA pursuant to the fee schedule attached hereto. FSIA shall bill the City: upon approval of construction drawings for the cost of plan review; upon the first inspection for half of the cost of inspection; and upon final inspection for the remaining cost of inspection. Payment is due 30 days after receipt of invoice.
9. FSIA shall, during the entire term hereof, and any extension thereof, keep in full force and effect, a policy of general liability insurance with respect to its obligations under this agreement, which is approved by the City and in which the limits of liability shall not be less than one million (\$1,000,000.00) for each accident or occurrence. FSIA also agrees to maintain an Errors and Omissions Policy approved by the City, and in which the limits of liability shall be not less than one million (\$1,000,000.00). FSIA shall furnish the City with the certificate or certificates of insurance or other acceptable evidence that such insurance is in full force at all times during the term hereof.
10. This agreement shall remain in effect for a period of One (1) Year at the same fee schedule, with the option of an additional One (1) Year with a review of the services provided and the fee schedule at that time, to determine the necessity of a possible increase of fees. This agreement will commence July 1, 2017, and end June 30, 2018, provided,

however, that the City shall have the sole option to terminate this contract after One (1) Year, by providing FSIA written notice at least 30 days prior to termination.

IN WITNESS THEREOF:

Signed, sealed and delivered in the presence of:

FIRST STATE INSPECTION AGENCY, INC.

Attest

Printed Name: _____ (SEAL)
Title: _____

Sworn to and subscribed before me this ____ day of _____, 20 .

Notary Public

Date Commission Expires

CITY OF MILFORD

Attest/City Clerk

By: Mayor Bryan W Shupe (SEAL)

Sworn to and subscribed before me this ____ day of _____, 20 .

Notary Public

Date Commission Expires

First State Inspection Agency, Inc.

Plan Review Fee Schedule

BUILDING

All use groups other than R3 and R4

- **New Construction (Fee based on *Gross Floor Area of construction)**

Up to and including 10,000 sq. ft. \$.045 per sq. ft.

Greater than 10,000 sq. ft. \$.03 per sq. ft.

*Gross Floor Area is defined as the total square footage of all floors, within the perimeter of the outside walls, including basements, cellars, garages, roofed patios, breezeways, covered walkways and attics with floor to ceiling height of 6'6" or more.

- **Alterations**

1.5% of Construction Valuation up to \$20,000

0.5% of Valuation over \$20,000

One and Two Family Dwellings (use groups R3 and R4)

- **New Construction**

\$145.00 per dwelling unit includes building, plumbing, and mechanical

- **Alterations and Additions**

1.0% of the estimated cost of constructions

| | |
|---|----------|
| • Swimming pools | \$ 20.00 |
| • Decks | \$ 20.00 |
| • Minor Interior renovations (basement fit-out) | \$ 20.00 |
| • Sunroom & Screen Porch | \$ 40.00 |
| • Solar Plan Review | \$ 20.00 |

First State Inspection Agency, Inc.

Inspection Fee Schedule

BUILDING INSPECTIONS

All use groups other than R3 and R4

- New Construction and additions \$ 55.00 *plus* \$.25 per sq. ft. of
Gross Floor Area

**Gross Floor Area* is defined as the total square footage of all floors, within the perimeter of the outside walls, including basements, cellars, garages, roofed patios, breezeways, covered walkways and attics with floor to ceiling height of 6'6" or more.

- Alterations and Tenant Fit-out 2.5% of
construction cost
- Demolition \$ 40.00
- Signs \$ 40.00

Minimum fee \$ 40.00

One and Two Family Dwellings (use groups R3 and R4)

- Dwellings Unit \$ 225.00 (includes 5 inspections)
\$ 45.00 each additional inspection
 - Swimming pools \$ 80.00
 - Decks \$ 80.00
 - Minor Interior renovations (basement fit-out) \$ 100.00
 - Sunroom & Screen Porch \$ 100.00
 - Solar Inspection \$ 40.00
-



**RESOLUTION 2017-06
PLANNING DEPARTMENT FEES**

| PLANNING AND ZONING FEES | | |
|--|--|---|
| | Description | Fee |
| Major Subdivision | Preliminary or Final, Residential | \$1,000.00 plus \$10.00 per unit |
| | Preliminary or Final, Other than Residential | \$1,000.00 plus \$100.00 per lot |
| Minor Subdivision or | Final, Residential | \$300.00 plus \$50.00 per unit |
| | Final, Other than Residential (less than four acres) | \$500.00 plus \$100.00 per unit |
| Lot Line Adjustment | Final, Residential | \$300.00 plus \$50.00 per unit |
| | Final, Other than Residential (less than four acres) | \$500.00 plus \$100.00 per unit |
| Site Plan | Preliminary, Final or Amendment | \$700.00 |
| Conditional Use or Amendment to a Conditional Use | | \$700.00 |
| Zoning Map Amendment/Comprehensive Plan Amendment | | \$1,000.00 plus \$100.00 per acre |
| Zoning Code Amendment Request | | \$700.00 |
| Annexation | Residential, less than 1 acre | \$700.00 |
| | Residential, 1 to 5 acres | \$2,500.00 |
| | Residential, 5+ acres | \$2,500.00 plus \$100.00 per acre |
| | Other than Residential | \$2,500.00 plus \$500.00 per acre |
| Variance(s) | 1-3 variances | \$300.00 |
| | 4-6 variances | \$400.00 |
| | 7+ variances | \$500.00 |
| Board of Adjustment Hearing (no variance) | | \$300.00 |
| Subdivision Agreement | | \$2,500.00 |
| Zoning Verification Letter | | \$20.00 |
| Certificate of Use | | \$75.00 |
| Legal Interpretation of Subdivision or Zoning Code | | \$300.00 |
| Street or Alley Closing | | \$300.00 |
| Application Resubmission or Rescheduling Fee | | \$200.00 |
| Professional Service Fees (including but not limited to Legal Fees, Engineering Review Fees) | | Fees charged the City of Milford, plus 10%; Billed as encumbered. |

| BUILDING INSPECTION AND PERMITTING FEES | | |
|---|--|--|
| | Description | Fee |
| Building Permit, Residential, Use groups R3 or R4 | New Dwelling Unit | \$50 per 100 heated square feet plus \$13 per 100 unheated square feet |
| | Interior/Exterior Renovations, Accessory Building, Pool, Deck, Ramp, Fence, Solar Panels | \$50 plus \$5 per \$1,000 up to \$1M and \$2 per \$1,000 over \$1M based on cost of project |
| | Demolition | \$50.00 |
| | Certificate of Occupancy | \$25.00 |
| Building Permit, Other than use groups R3 or R4 | New Construction, Commercial Fit-Out, Interior/Exterior Renovations, Footer, Foundation, | \$100 plus \$5 per \$1,000 up to \$1M and \$2 per \$1,000 over \$1M based on cost of project |
| | Sign, Sales/Construction Trailer, Fence, Solar Panel | \$50 plus \$5 per \$1,000 up to \$1M and \$2 per \$1,000 over \$1M based on cost of project |
| | Demolition | \$100.00 |

| | | |
|------------------------------------|--------------------------|---|
| | Certificate of Occupancy | \$25.00 |
| Building Permit, Renewal | | \$50 or 10% of permit fee, whichever is greater |
| Re-inspection | | \$50.00 |
| Temporary Certificate of Occupancy | | \$50.00 |
| Carlisle Enhancement Fund | | 1/4 of 1% of heated square feet cost |

| CODE ENFORCEMENT AND LICENSING FEES | | |
|--|--|---|
| | Description | Fee |
| Licensing | Contractors | \$100.00 annually, prorated semi-annually |
| | Residential Rental Operating | \$50.00 per unit annually |
| | Peddler, Solicitor, and Transient Merchant | \$50.00 annually, prorated semi-annually |

This Resolution replaces in their entirety Resolution 2015-19 and Resolution 2016-17.

Mayor Bryan W. Shupe

Attest:

City Clerk Teresa K. Hudson

City Council Adoption: 06/26/17

TO: Mayor and City Council

FROM: Rob Pierce, Coordinator of Planning & Economic Development Activities

DATE: June 26, 2017

RE: Proposed Fee Schedule – Planning & Zoning / Enforcement & Inspections

PLANNING & ZONING DIVISION

Staff recommends restructuring the Planning & Zoning fee schedule and introducing a few new fees. Fees for subdivisions, site plans and conditional uses will remain the same. Staff proposes to restructure the variance fee schedule to a tiered approach, charging more money for more requested variances. Staff recommends increasing the annexation fee for parcels less than one acre from \$350 to \$700.

New fees include a Zoning Verification Letter fee, Certificate of Use fee and a Comprehensive Plan Amendment fee. Staff anticipates codifying a process for Comprehensive Plan Amendment requests which will require an official filing from the applicant. The proposed fee would cover the expenses associated with filing an amendment request with the Office of State Planning Coordination (OSPC) and holding public hearings. The City currently provides Zoning Verification Letters, at no charge, to property owners, real estate appraisers and investors that simply states the zoning designation for a property. Staff recommends adding a fee of \$20.00 for providing this service. Staff proposes to issue Certificate of Use permits for changes in occupancy. This would allow the Department an opportunity to review proposed non-residential uses for compliance with Chapter 230 - Zoning and determine if the applicant is required to submit for a building permit and/or obtain Fire Marshal approval.

ENFORCEMENT & INSPECTION DIVISION

The Department proposes increasing the minimum permit fee for residential interior/exterior renovations, accessory buildings, pools, decks, ramps and solar panels from \$10.00 to \$50.00. Staff feels that an increase is necessary to cover the basic expenses of permit processing, plan review and building inspection services. In addition, a flat fee is proposed for demolition permits and an increase in the Certificate of Occupancy fee from \$10.00 to \$25.00. A re-inspection fee and a fee for a Temporary Certificate of Occupancy is proposed to be added to the fee schedule. See Table – A for comparison between existing and proposed fees for various permit values.

For commercial permits, staff recommends increasing the minimum permit fee to cover the basic expenses of processing the permit, reviewing plans and performing the required number of inspections. New Construction, Interior/Exterior Renovations, Footer/Foundation, and Commercial Fit-out permits would increase from \$10.00 to \$100.00. Sign, Sales Trailer and Solar Panels would be increased from

\$10.00 to \$50.00. Again, the Certificate of Occupancy would be increased from \$10.00 to \$25.00 and demolitions would increase from \$10.00 to \$100.00. See Table – B for comparison between existing and proposed fees for various permit values.

Following the review of this recommendation with the Finance Committee, an issue was identified with fences. As a result, staff would like to begin requiring permits for the construction of fences.

Please note that Building Permit fees have not been reviewed/updated since approximately 2004. The proposed fee schedule does not cover all expenses associated with plan review, permit processing and inspection services, but provides an interim solution to recoup City costs for these services.

There are no proposed fee changes for Code Enforcement and Licensing.

Enclosed is a copy of the proposed fee schedule showing the current and proposed fee structure.

| Planning & Zoning | | | | | |
|---|--|-----------------------------------|-----------------------------------|---------------|-------------------|
| Fee Description | | Existing Fee | Proposed Fee | Date Reviewed | Date Last Changed |
| Major Subdivision | Preliminary Residential | \$1,000.00 plus \$10.00 per unit | \$1,000.00 plus \$10.00 per unit | 07/01/17 | |
| | Final Residential | \$1,000.00 plus \$10.00 per unit | \$1,000.00 plus \$10.00 per unit | 07/01/17 | |
| | Preliminary Commercial/Industrial | \$1,000.00 plus \$100.00 per lot | \$1,000.00 plus \$100.00 per lot | 07/01/17 | |
| | Final Commercial/Industrial | \$1,000.00 plus \$100.00 per lot | \$1,000.00 plus \$100.00 per lot | 07/01/17 | |
| Minor Subdivision or Lot Line Adjustment | Final Residential | \$300.00 plus \$50.00 per unit | \$300.00 plus \$50.00 per unit | 07/01/17 | |
| | Final Commercial/Industrial (less than four acres) | \$500.00 plus \$100.00 per unit | \$500.00 plus \$100.00 per unit | 07/01/17 | |
| Site Plan | Preliminary | \$700.00 | \$700.00 | 07/01/17 | |
| | Final | \$700.00 | \$700.00 | 07/01/17 | |
| | Amendment | \$700.00 | \$700.00 | 07/01/17 | |
| Conditional Use or Amendment to a Conditional Use | | \$700.00 | \$700.00 | 07/01/17 | |
| Zoning Map Amendment/ Comprehensive Plan Amendment *NEW* | | \$1,000.00 plus \$100.00 per acre | \$1,000.00 plus \$100.00 per acre | 07/01/17 | 07/01/17 |
| Zoning Code Amendment Request *NEW* | | N/A | \$700.00 | 07/01/17 | 07/01/17 |
| Annexation | Residential, less than 1 acre | \$350.00 | \$700.00 | 07/01/17 | 07/01/17 |
| | Residential 1 to 5 acres | \$2,500.00 | \$2,500.00 | 07/01/17 | |
| | Residential 5+ acres | \$2,500.00 plus \$100.00 per acre | \$2,500.00 plus \$100.00 per acre | 07/01/17 | |
| | Commercial | \$2,500.00 plus \$500.00 per acre | \$2,500.00 plus \$500.00 per acre | 07/01/17 | |
| Variance | 1-3 | \$300.00 | \$300.00 | 07/01/17 | |
| | 4-6 | \$300.00 | \$400.00 | 07/01/17 | 07/01/17 |
| | 7+ | \$300.00 | \$500.00 | 07/01/17 | 07/01/17 |
| Board of Adjustment Hearing (no variance) | | \$300.00 | \$300.00 | 07/01/17 | |
| Subdivision Agreement | | \$2,500.00 | \$2,500.00 | 07/01/17 | |
| Zoning Verification *NEW* | | N/A | \$20.00 | 07/01/17 | 07/01/17 |
| Certificate of Use *NEW* | | N/A | \$75.00 | 07/01/17 | 07/01/17 |
| Legal Interpretation of Subdivision or Zoning Code | | \$300.00 | \$300.00 | 07/01/17 | |
| Application Resubmission or Rescheduling Fee | | \$200.00 | \$200.00 | 07/01/17 | |

Please Note: Owner/Occupant shall be responsible for any and all professional service costs associated with their projects, if deemed necessary, plus an additional 10% to cover City administration. These costs will be billed as encumbered.

| Building Permits | | | | | |
|--|---|---|--|--|-------------------|
| Fee Description | | Existing Fee | Proposed Fee | Date Reviewed | Date Last Changed |
| Residential – Use Groups R3 and R4 | New Construction | \$50 per 100 heated square feet plus \$13 per 100 unheated square feet | \$50 per 100 heated square feet plus \$13 per 100 unheated square feet | 07/01/17 | |
| | Interior/Exterior Renovations | \$10 plus \$5 per \$1,000 up to \$1M and \$2 per \$1,000 over \$1M based on cost of project | \$50 plus \$5 per \$1,000 up to \$1M and \$2 per \$1,000 over \$1M based on cost of project | 07/01/17 | 07/01/17 |
| | Accessory Building – Shed, Carport | \$10 plus \$5 per \$1,000 up to \$1M and \$2 per \$1,000 over \$1M based on cost of project | \$50 plus \$5 per \$1,000 up to \$1M and \$2 per \$1,000 over \$1M based on cost of project | 07/01/17 | 07/01/17 |
| | Pool, Deck, Ramp, Fence | \$10 plus \$5 per \$1,000 up to \$1M and \$2 per \$1,000 over \$1M based on cost of project | \$50 plus \$5 per \$1,000 up to \$1M and \$2 per \$1,000 over \$1M based on cost of project | 07/01/17 | 07/01/17 |
| | Demolition | \$10.00 | \$50.00 | 07/01/17 | 07/01/17 |
| | Solar Panel | \$10 plus \$5 per \$1,000 up to \$1M and \$2 per \$1,000 over \$1M based on cost of project | \$50 plus \$5 per \$1,000 up to \$1M and \$2 per \$1,000 over \$1M based on cost of project | 07/01/17 | 07/01/17 |
| | Certificate of Occupancy | \$10.00 | \$25.00 | 07/01/17 | 07/01/17 |
| | Commercial – All Use Groups other than R3 and R4 | New Construction | \$10 plus \$5 per \$1,000 up to \$1M and \$2 per \$1,000 over \$1M based on cost of project | \$100 plus \$5 per \$1,000 up to \$1M and \$2 per \$1,000 over \$1M based on cost of project | 07/01/17 |
| Interior/Exterior Renovations | | \$10 plus \$5 per \$1,000 up to \$1M and \$2 per \$1,000 over \$1M based on cost of project | \$100 plus \$5 per \$1,000 up to \$1M and \$2 per \$1,000 over \$1M based on cost of project | 07/01/17 | 07/01/17 |
| Footer/Foundation | | \$10 plus \$5 per \$1,000 up to \$1M and \$2 per \$1,000 over \$1M based on cost of project | \$100 plus \$5 per \$1,000 up to \$1M and \$2 per \$1,000 over \$1M based on cost of project | 07/01/17 | 07/01/17 |

| | | | | | |
|------------------------------------|------------------------------|---|--|----------|----------|
| | Commercial Fit-Out | \$10 plus \$5 per \$1,000 up to \$1M and \$2 per \$1,000 over \$1M based on cost of project | \$100 plus \$5 per \$1,000 up to \$1M and \$2 per \$1,000 over \$1M based on cost of project | 07/01/17 | 07/01/17 |
| | Sign | \$10 plus \$5 per \$1,000 up to \$1M and \$2 per \$1,000 over \$1M based on cost of project | \$50 plus \$5 per \$1,000 up to \$1M and \$2 per \$1,000 over \$1M based on cost of project | 07/01/17 | 07/01/17 |
| | Sales/Construction Trailer | \$10 plus \$5 per \$1,000 up to \$1M and \$2 per \$1,000 over \$1M based on cost of project | \$50 plus \$5 per \$1,000 up to \$1M and \$2 per \$1,000 over \$1M based on cost of project | 07/01/17 | 07/01/17 |
| | Demolition | \$10.00 | \$100.00 | 07/01/17 | 07/01/17 |
| | Solar Panel | \$10 plus \$5 per \$1,000 up to \$1M and \$2 per \$1,000 over \$1M based on cost of project | \$50 plus \$5 per \$1,000 up to \$1M and \$2 per \$1,000 over \$1M based on cost of project | 07/01/17 | 07/01/17 |
| | Fence | N/A | \$50 plus \$5 per \$1,000 up to \$1M and \$2 per \$1,000 over \$1M based on cost of project | 07/01/17 | 07/01/17 |
| | Certificate of Occupancy/Use | \$10.00 | \$25.00 | 07/01/17 | 07/01/17 |
| Permit Renewal | | \$50 or 10% of permit fee, whichever is greater | \$50 or 10% of permit fee, whichever is greater | 07/01/17 | |
| Re-inspection Fee | | | \$50.00 | 07/01/17 | 07/01/17 |
| Temporary Certificate of Occupancy | | | \$50.00 | 07/01/17 | 07/01/17 |
| Carlisle Enhancement Fund | | 1/4 of 1% of heated square feet cost | 1/4 of 1% of heated square feet cost | 07/01/17 | |

| Code Enforcement and Licensing | | | | | |
|--------------------------------|--|---------------------------------|---------------------------------|---------------|-------------------|
| Fee Description | | Existing Annual Fee | Proposed Annual Fee | Date Reviewed | Date Last Changed |
| Licenses | Contractors | \$100.00 prorated semi-annually | \$100.00 prorated semi-annually | 07/01/17 | |
| | Residential Rental Operating | \$50.00 per unit | \$50.00 per unit | 07/01/17 | |
| | Peddler, Solicitor, and Transient Merchant | \$50.00 prorated semi-annually | \$50.00 prorated semi-annually | 07/01/17 | |

Residential Interior/Exterior Renovations
 Residential Accessory Building – Shed, Carport
 Pool, Deck, Ramp, Fence
 Solar Panel
 Sign
 Sales/Construction Trailer

| TABLE - A | \$10 plus \$5 per \$1,000 up to \$1M and \$2 per \$1,000 over \$1M based on cost of project | \$50 plus \$5 per \$1,000 up to \$1M and \$2 per \$1,000 over \$1M based on cost of project |
|------------------|---|---|
| Permit Valuation | Existing Fee Schedule | Proposed Fee Schedule |
| \$ 500.00 | \$ 12.50 | \$ 52.50 |
| \$ 1,000.00 | \$ 15.00 | \$ 55.00 |
| \$ 2,000.00 | \$ 20.00 | \$ 60.00 |
| \$ 5,000.00 | \$ 35.00 | \$ 75.00 |
| \$ 10,000.00 | \$ 60.00 | \$ 100.00 |
| \$ 25,000.00 | \$ 135.00 | \$ 175.00 |
| \$ 50,000.00 | \$ 260.00 | \$ 300.00 |
| \$ 100,000.00 | \$ 510.00 | \$ 550.00 |
| \$ 250,000.00 | \$ 1,260.00 | \$ 1,300.00 |
| \$ 500,000.00 | \$ 2,510.00 | \$ 2,550.00 |
| \$ 1,000,000.00 | \$ 5,010.00 | \$ 5,050.00 |

Commercial New Construction
Commercial Interior/Exterior Renovations
Commercial Footer/Foundation
Commercial Fit-Out

| TABLE - B | \$10 plus \$5 per \$1,000 up to \$1M and \$2 per \$1,000 over \$1M based on cost of project | \$100 plus \$5 per \$1,000 up to \$1M and \$2 per \$1,000 over \$1M based on cost of project |
|------------------|---|--|
| Permit Valuation | Existing Fee Schedule | Proposed Fee Schedule |
| \$ 500.00 | \$ 12.50 | \$ 102.50 |
| \$ 1,000.00 | \$ 15.00 | \$ 105.00 |
| \$ 2,000.00 | \$ 20.00 | \$ 110.00 |
| \$ 5,000.00 | \$ 35.00 | \$ 125.00 |
| \$ 10,000.00 | \$ 60.00 | \$ 150.00 |
| \$ 25,000.00 | \$ 135.00 | \$ 225.00 |
| \$ 50,000.00 | \$ 260.00 | \$ 350.00 |
| \$ 100,000.00 | \$ 510.00 | \$ 600.00 |
| \$ 250,000.00 | \$ 1,260.00 | \$ 1,350.00 |
| \$ 500,000.00 | \$ 2,510.00 | \$ 2,600.00 |
| \$ 1,000,000.00 | \$ 5,010.00 | \$ 5,100.00 |

City of Milford



RESOLUTION 2015-19

SECTION 88-2 AND SECTION 88-4 OF THE CITY OF MILFORD BUILDING CONSTRUCTION CODE CHAPTER 88 DOES NOT ESTABLISH A METHOD FOR CITY COUNCIL TO ESTABLISH BUILDING PERMIT FEES; ORDINANCE 2015-19 AUTHORIZES CITY COUNCIL, THROUGH RESOLUTION, TO ESTABLISH BUILDING PERMIT FEES.

WHEREAS, the City of Milford strives to provide excellent service to the community at all times and believes fiscal responsibility is a means for promoting community health and well-being; and

WHEREAS, City Council is aware that certain fees and charges must periodically be reviewed and amended to offset any increased costs of operations; and

WHEREAS, the City of Milford Building Inspections Department has a need to update its building permit fee schedule from time to time; and

WHEREAS, to support this effort, building permit fees shall be set in a resolution adopted by City Council.

NOW, THEREFORE, BE IT RESOLVED, that on August 24, 2015, by majority vote of City Council, the following City of Milford Building Permit Fee Schedule is hereby adopted with an effective of September 3, 2015:

Residential Building Permits

Addition, Garage, Deck, Ramp, Exterior Stairway, Interior/Exterior Renovation: **\$10.00 base plus \$5.00 per \$1,000 up to \$1M and \$2.00 per \$1,000 over \$1M based on cost of project**

New Dwelling Unit: \$50.00 per 100 heated square feet plus \$13.00 per 100 unheated square feet

Commercial Building Permits

New Construction, Footer/Foundation Fit Out, Interior/Exterior Renovation, Addition, Ramp, Sign, Sales/Construction Trailer: **\$10.00 base plus \$5.00 per \$1,000 up to \$1M and \$2.00 per \$1,000 over \$1M based on cost of project**

Miscellaneous Building Permits

Demolition, Roof/Siding: \$10.00

Pool, Shed, Solar Panels: **\$10.00 base plus \$5.00 per \$1,000 up to \$1M and \$2.00 per \$1,000 over \$1M based on cost of project**

Renewal of any Permit: \$50.00 or 10% of permit fee, whichever is greater

Mayor Bryan W. Shupe

Attest: _____

City Clerk Teresa K. Hudson

City of Milford



RESOLUTION 2013-14/PLANNING, ZONING AND ENGINEERING FEES

- A. Planning and Zoning Fees:
1. Site plan: \$700.
 - a. Amendments to a Site Plan: \$100
 2. Subdivision:
 - a. Minor residential: \$300 plus \$50 per unit
 - b. Minor commercial or industrial, less than four acres: \$500 plus \$100 per lot
 - c. Major residential: \$1,000 plus \$10 per unit
 - d. Major commercial or industrial, in excess of four acres: \$1,000 plus \$100 per lot
 3. Conditional Use: \$700
 - a. Amendment to a Conditional Use: \$700
 4. Variance/Board of Adjustment hearing:
 - a. Residential: \$300.
 - b. Commercial/industrial: \$1,000.
 5. Rezoning: \$1,000, plus \$100 per acre.
 6. Commercial maintenance agreement: \$500.
 7. Interpretations of Subdivision or Zoning Code: \$300.
 8. Application resubmission or rescheduling fee (required with each resubmission as a result of a revised design or a request for change in public hearing date): \$200.
 9. Annexation.
 - a. Residential, less than one acre: \$350
 - b. Residential, one acre to five acres: \$2,500
 - c. Residential, in excess of five acres: \$2,500 plus \$100 per acre
 - d. Commercial: \$2,500 plus \$500 per acre
 10. Zoning inspection.
 - a. Proposed use: \$200.
 - b. Violation of use: \$200 for first visit; \$500 for each subsequent visit.
- B. Land Use Planning Review Fees: Owner/Applicant shall be responsible for any and all professional service costs associated with their project, if deemed necessary, plus an additional 10% to cover City administration. These costs will be billed as encumbered.
- C. Engineering Review Fees:
Owner/Applicant shall be responsible for any and all professional service costs associated with their project, if deemed necessary, plus an additional 10% to cover City administration. These costs will be billed as encumbered.
- D. Project management and infrastructure inspection fee: Owner/Developer shall be responsible for any and all direct costs for construction phase services related to construction of any infrastructure improvements including but not limited to stormwater management, drainage, sanitary sewer and water systems, roads, curb, gutter and sidewalks and other systems that are to be dedicated to the City and/or impact the City's infrastructure.
- E. Any construction fees (i.e., grading, curbing, gutter, subbase, traveling surface, sidewalks, etc.) incurred by the City relative to the development of any property shall be paid by the owner/developer.
- F. Subdivision Agreement: \$2,500 per agreement
- G. Alley or Street Closing Petition: \$300

Resolution 2013-14 was adopted by the Council of the City of Milford on the 26th day of August 2013.

Approved:


Mayor Joseph Ronnie Rogers

Attest:


City Clerk Teresa K. Hudson



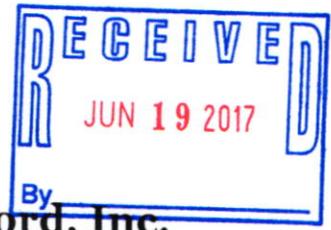
**RESOLUTION 2016-17
PLANNING, ZONING, ENGINEERING AND LICENSE FEES**

- A. Planning and Zoning Fees:
1. Site Plan: \$700
 - a. Amendments to a Site Plan: \$100
 2. Subdivision:
 - a. Minor residential: \$300 plus \$50 per unit
 - b. Minor commercial or industrial, less than four acres: \$500 plus \$100 per lot
 - c. Major residential: \$1,000 plus \$10 per unit
 - d. Major commercial or industrial, in excess of four acres: \$1,000 plus \$100 per lot
 3. Conditional Use: \$700
 - a. Amendments to a Conditional Use: \$700
 4. Variance/Board of Adjustment hearing:
 - a. Residential: \$300
 - b. Commercial: \$1,000
 5. Rezoning: \$1,000, plus \$100
 6. Commercial maintenance agreement: \$500
 7. Interpretations of Subdivision or Zoning Code: \$300
 8. Application resubmission or rescheduling fee (required with each resubmission as a result of a revised design or a request for change in public hearing date): \$200
 9. Annexation:
 - a. Residential, less than one acre: \$350
 - b. Residential, one acre to five acres: \$2,500
 - c. Residential, in excess of five acres: \$2,500 plus \$100 per acre
 - d. Commercial: \$2,500 plus \$500 per acre
 10. Zoning Inspection:
 - a. Proposed Use: \$200
 - b. Violation of Use: \$200 for first visit; \$500 for each subsequent visit
- B. Land Use Planning Review Fees:
Owner/Applicant shall be responsible for any and all professional service costs associated with their project, if deemed necessary, plus an additional 10% to cover City administration. These costs will be billed as encumbered.
- C. Engineering Review Fees:
Owner/Applicant shall be responsible for any and all professional service costs associated with their project, if deemed necessary, plus an additional 10% to cover City administration. These costs will be billed as encumbered.
- D. Project management and infrastructure inspection fee:
Owner/Developer shall be responsible for any and all direct costs for construction phase services related to construction of any infrastructure improvements including but not limited to stormwater management, drainage, sanitary sewer and water systems, roads, curb, gutter and sidewalks and other systems that are to be dedicated to the City and/or impact the City's infrastructure.
- E. Any construction fees (i.e., grading, curbing, gutter, subbase, traveling surface, sidewalks, etc.) incurred by the City relative to the development of any property shall be paid by the owner/developer.
- F. Subdivision Agreement: \$2,500 per agreement
- G. Alley or Street Closing Petition: \$300
- H. License Fees:
1. Contractor License: \$100 annually, prorated 6 months
 2. Vendor License: \$50 annually, prorated 6 months

City Council Adoption: 12/12/2016

Effective Date: January 1, 2017*

*Complies with Adoption & Effective Dates of Ordinances 2016-25 & 2016-26



Chamber of Commerce for Greater Milford, Inc.



24 NE Front St. ~Suite 101
Milford, DE 19963
Phone: 302-422-3344
Fax: 302-422-7503
www.milfordchamber.com
Email: milford@milfordchamber.com or
Jschmeiser@milfordchamber.com

June 13, 2017

Milford City Council
201 S. Walnut Street
Milford DE 19963

Dear Council Members:

This year's Riverwalk Freedom Festival hosted by the Chamber of Commerce for Greater Milford is planned for Saturday, September 9, 2017. This year, the event will be held ONLY on Saturday, ending with fireworks after dark that evening. In an effort to encourage more people to remain in or return to the festival on Saturday evening, we are requesting permission to add a Beer Garden in Bicentennial Park.

The Red, White & Brew Garden would be a fenced off area in a small section of the park with a view of the stage. We would check identification and hand stamp those above age 21 so that they can purchase beer with cash. We would follow all Delaware Alcoholic Beverage Control regulations regarding alcohol service, including obtaining a Gathering License.

The Beer Garden would open at 4 PM on Saturday, September 9 and close as soon as the fireworks begin approximately 8:45 pm no later than 9 PM.

We are requesting approval from Council to waive the restrictions against alcohol in the park from 3 PM until 10 PM on this date. If you have any questions, please contact me at 302-588-3573 or by email at angeladorey@comcast.net. Thank you for your consideration in this matter.

Sincerely,

Angela Dorey
Riverwalk Freedom Festival Chairperson
Chamber of Commerce for Greater Milford

2017 Riverwalk "Freedom" Festival will be a 1 day event. September 9th from 9 am to approx. 9 pm (after fireworks at dusk)

Red, White & Brew Garden 4pm to Beginning of Fireworks at Dusk proposed and in planning stages.

Layout of Bicentennial Park:

1. Stage location to level location still visible to all in Bicentennial Park
 2. Enclose area with temporary fencing from Walking Bridge to Parking area and over to Growmark Fence.

3. Entrance to area for all ages, ID checked and ages 21 over will get a specific stamp/wristband for ability to purchase beer/wine

4. Operation Giveback - same as in past years, will enclose pavilion & grassy area seating of id checked military/veterans for complimentary meal. (families will get food discounts)

-Various FOOD vendors in park and along parking lot in front of Fur-baby. We will not be closing the entire parking lot this year.

-Memorial Park will be set up as Kids area from 9 am to beginning of Fireworks at Dusk continuing over to Water Treatment/Washington St.

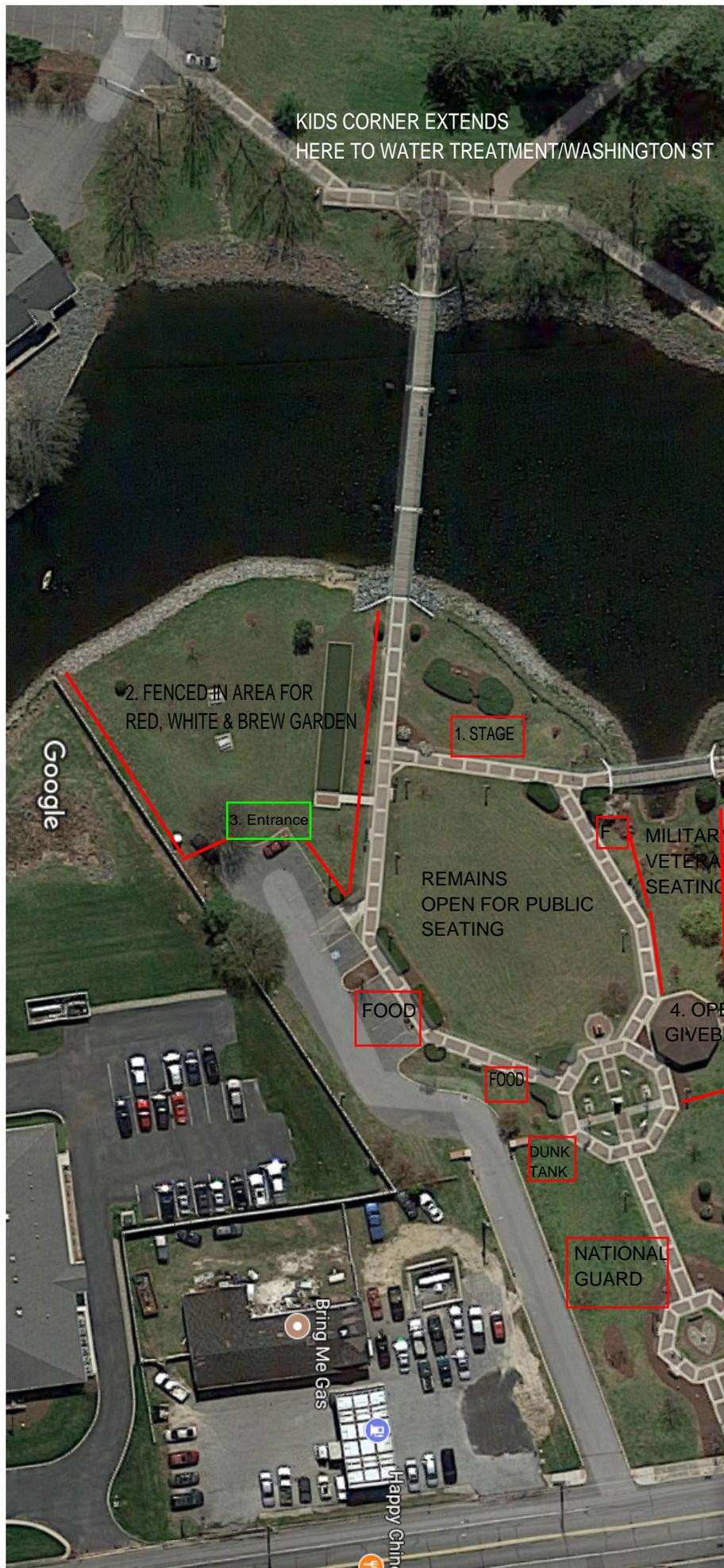
Chairperson: Angela Dorey
 angeladorey@comcast.net
 office 302-424-8459
 mobile 302-588-3573

Please do not hesitate to contact me with questions, concerns or suggestions.

Thank you

Imagery ©2017 Google, Map data ©2017 Google

50 ft



Google Maps



- FOOD
- FOOD
- FOOD
- FOOD

§ 165-6. - Rules and regulations.

- A. Patrons shall remove all trash that is brought into the park.
- B. Dogs and other pets are not permitted in the parks during rentals or special events.
- C. Deposit shall be refunded only after buildings, grounds and/or equipment is inspected and found to be clean and without damage.

D. No alcoholic beverages permitted. Refer to [Chapter 77](#) of the City of Milford Code.

(1) Exception and Regulations.

- (a) Alcoholic beverages may be sold and consumed at special events in parks only upon City Council approval of the written request to the City of Milford and receipt of the applicable permit from the State of Delaware Alcoholic Beverage Control Commission.
 - (b) The point of sale and consumption must be within a confined and designated service area with identified entrance/exit and barriers, low fencing, chains and stanchions or similar materials that will serve to define the area and restrict access.
 - (c) No alcohol may be taken outside the confined service area and is strictly prohibited on city streets and sidewalks beyond the boundaries of the designated area as posted by the event organizer.
 - (d) The event organizer is required to provide event identification to those persons twenty-one years of age or older who intend to purchase and consume alcohol at the special event in the park.
 - (e) Underage persons may be present in the confined service area if accompanied by a responsible adult.
 - (f) The Parks and Recreation Director will conduct an on-site inspection prior to the start of the event to ensure compliance with Article II of this code.
 - (g) Persons may only possess and consume alcohol made available at the event. No alcoholic beverages may be brought into the event.
 - (h) For safety reasons, all alcohol beverages must be served and consumed in plastic or paper cups or non-breakable containers.
 - (i) The event organizer must provide temporary or portable toilets. Such number will be determined by the Parks and Recreation Director whose decision will be based on the proposed number of attendees. Such temporary or portable toilets must be removed from the event site within twenty-four hours after the conclusion of the event for which the permit was granted.
 - (j) A security deposit shall be paid at the time the organizer enters into an agreement for the use of the park. Security deposit will be refunded only if the area is left in good and undamaged condition and free of litter after a determination by the Parks and Recreation Director. Security deposit shall be forfeited for repair or maintenance time to clean up the area. The security deposit is a separate payment than the rental fee. Refer to [2.03\(c\)](#).
- E. The Parks and Recreation Director shall determine whether permittee is required to hire Special Duty Police Officers from the Milford Police Department.
 - F. It is the responsibility of the permittee to rent portable restrooms if required.
 - G. Noise levels must comply with [Chapter 157](#) of the City of Milford Code.
 - H. Special event hours are restricted to the following times:
 - (1) Monday-Saturday 9:00 a.m. to dusk.
 - (2) Sunday 12:00 noon to 7:00 p.m.
 - I. Fire, health and safety regulations must be obeyed at all times.
 - J. The Parks and Recreation Director reserves the right to refuse any application, revoke any approval of accepted application and/or cancel the proposed event which has been previously approved.
- [Ord. No. 2014-10, § 3, 6-23-2014; Ord. No. 2014-14, § 2, 12-18-2014; Ord. No. 2016-07, § 1, 5-23-2016; Ord. No. 2016-13, § 1, 8-22-2016]

STATE OF DELAWARE
ALCOHOLIC BEVERAGE CONTROL COMMISSIONER
DEPARTMENT OF SAFETY & HOMELAND SECURITY



MILFORD 2ND STREET PLAYERS

Riverfront Theatre
2 S. Walnut Theater
Milford, DE 19963

GATHERING

HEREBY IS GRANTED

LICENSE

**TO SELL ALCOHOLIC LIQUOR ON YOUR PREMISES IN ACCORDANCE
WITH THE LIQUOR CONTROL ACT**

A handwritten signature in cursive script, reading "John H. Cordrey", is written over a solid horizontal line.

Commissioner John H. Cordrey

License Number **50029**

Effective: 06-15-2016

Expires: 06-15-2016

Event Name: 3rd Tuesday Downtown Milford

Event Description: 4:30pm-8:30pm

Additional dates approved: July 20, 2017

August 17, 2017

September 21, 2017

DAILY GATHERING

POST PROMINENTLY – NOT TRANSFERABLE

Chapter 77 - ALCOHOLIC BEVERAGES

[HISTORY: Adopted by the City Council of the City of Milford 6-11-2001 by Ord. No. 7-2001.
Amendments noted where applicable.]

§ 77-1. - Public consumption.

It shall be unlawful for any person to consume any alcoholic beverage or beverages upon any of the public streets, avenues, alleys, sidewalks, parks and similar public areas or in vehicles upon any of the above stated areas within the municipal boundaries of the City of Milford.

§ 77-2. - Public possession.

It shall be unlawful for any person to possess in an open container any alcoholic beverage or beverages upon any of the public streets, avenues, alleys, sidewalks, parks and similar public areas or in vehicles upon any of the stated areas within the municipal boundaries of the City of Milford.

§ 77-3. - Special events.

Alcoholic beverages may be sold and consumed at special events or gatherings in public places, upon application to and approval of the City Council.



June 23, 2017

TO: Mayor and City Council
FROM: Eric Norenberg
SUBJECT: Software Acquisition

Purpose

In recent weeks, City staff have had the opportunity to receive demonstrations of two software packages that have the potential to save staff time, improve performance and accuracy, and better support data needs of fellow staff, the City Council and the public. This memo reviews ExecuTime and Cognos 10 and recommends purchase of both.

Background and Discussion

ExecuTime

The City currently does an accurate job at auditing our payroll processing. However it is, for the most part, a very manual process, so that accuracy comes at the price of much time intensive staff efforts. Acquiring ExecuTime will allow for more detailed tracking of time and cost allocations to enable our departments to be even better stewards of the City of Milford's time and finances, to improve recordkeeping and to better track employee-related work rules to comply with collective bargaining agreements and state and federal regulations.

ExecuTime will put all departments on a uniform system for recording and tracking data and alleviate duplication of manual input. Employees will enter their time through ExecuTime; time worked and time off will be monitored and approved by supervisors and management electronically and then ExecuTime will be able to upload the information into our payroll system. It will also give our supervisors a more efficient way of tracking the time worked with the ability for supervisors to easily access history and current leave balances without having to contact Payroll or HR – saving everyone time. This system will enable us to streamline processes in many departments and transition to electronic processing of leave requests that will also help with scheduling and in turn save time and money.

Manual recordkeeping will be reduced or eliminated in several areas. For example, the Public Works Department, has four people who each spend two to three hours a week on payroll recordkeeping. Most of these processes can be made more automated and efficient through the use of ExecuTime. Additionally, the accounting and tracking will be made easier and be more accurate. For example, in many cases, the actual cost of a job in Public Works does not factor in labor cost, so the true cost of completing a project is only estimated, without significant staff time and data collection (normally only done for FEMA). ExecuTime will enable better project costing and accounting of hours work to the appropriate funds and enable more efficient data gathering for federal disaster reporting.

And, ExecuTime will allow us to track hours per job, which will enable us to make better decisions on maintenance work in the future. Lastly, the software also tracks actual time worked, taking into account breaks, lunch periods, paid leave time, and other non-productive time during work hours. Based on

other cities' experience, the "lost time" factor caused by human error and manual processes could in essence pay for the program over the life of the program.

Cognos 10

The City's NaviLine software systems support accounting/finance/budget, utility billing, tax billing, payroll and human resources, asset management, and more. For the past several years, staff have used an application called Cognos Series 7 (or QRep) to create custom reports and analysis from our data in the NaviLine system. IBM is phasing out support for QRep, so our team began looking at the alternative product a couple of months ago. The latest version of Cognos (version 10) is the latest generation. Cognos 10 has greater flexibility, is much easier to use and is a more powerful business intelligence/ analytic tool. Cognos 10 comes with more than 130 base reports and the ability for any user in our organization to create reports with "drag and drop" ease.

In particular, Cognos 10 has several updated features that will be of particular value, including being able to program in scheduled alerts and reporting. Both features will give us information we otherwise might miss with our current version or can only produce under frustrating circumstances. For example, we are unable to run YTD employee compensation statements except for once a year. With Cognos 10, we could automate or run such reports on the fly. We should be able to automate other reports and activities in response to union contract requirements. Cognos 10 also has built in graphics capabilities to produce reports that are visually more easily understood and dashboard reporting that can be automatically produced monthly and posted online.

Staff also predict that with Cognos 10 they can more easily manipulate data and create reports without manual efforts like printing, re-entering data into separate spreadsheets. As many staff found the current version of Cognos so difficult to learn, that few really use the product. It is expected that three to four times as many staff will take advantage of the new, user-friendly, higher performance version.

Fiscal Impact

Cognos 10 Analytics NOW (with training and professional services, license fees, etc.): \$27,340 (Reflects a discount of \$6,240.) First year maintenance: \$3,280.

ExecuTime Time and Attendance (with training and professional services, license fees, etc.) *estimate*: \$31,330. (This price reflects a special 10% off campaign by the vendors that reduces license fees through the end of June.) First year maintenance: \$3,410.

Jeff Portmann recommends using funds remaining in this year's Administration budget that were budgeted for a Police Department staffing study, but which remain unspent. Both the purchase price and the unspent funds are one-time funds and will not impact the general fund operations budget.

Consultation

Staff and management in the following offices / departments reviewed both systems, expect to benefit from each application, and recommend the purchases: Human Resources, Finance, IT, Police, and Public Works.

Recommendation

It is recommended that City Council authorize the purchase of both Cognos 10 and ExecuTime Time and Attendance software, as outlined in the staff memo, using unspent funds appropriated during FY2016-17 for a staffing study.



TIME & ATTENDANCE



Cut Costs & Increase Productivity

Managing time and attendance can be a complex, cumbersome process even when everything works correctly. The result of a single mistake can easily deplete time, resources and money. That's where ExecuTime comes in.

Our feature-rich Time & Attendance solution cuts processing time and decrease human errors.

Simultaneously, we'll increase efficiency and improve your bottom line.

Depending on the solution you choose to implement, the ROI (return-on-investment) may take as little as two months.



[Contact Us](#)

[Request a Demo](#)

[Request a Sales Call](#)

info@executime.com

Call: 888.832.3932



Collect Employee Time

ExecuTime Software's browser-based solution allows employees to clock in/out, report time, generate reports and easily identify exceptions. In addition to browser-based management, ExecuTime scales up to include remote and mobile employees. Utilize any one or all of the following time collecting methods.

- Web browser – intranet or Internet
- Mobile – Any smart-phone/tablet, text messaging, telephone/IVR, and wireless devices
- Time Clocks – Touch-screen, badge reader and biometrics

Key Features

ExecuTime provides seamlessly-integrated, all-inclusive solutions from the start. Your system will automatically include:



- unionized departments
- Time sheet approval by transaction and adjustments
- Audit trails and reporting
- 'Who's Here' inquiries
- Holiday schedules and bulk transaction entry
- Group messages and email notifications
- Supervisor and payroll department management tools and controls
- Seamlessly integrates with ExecuTime's Advanced Scheduling solution



Additional Features

Automated Hands-Off Integration with Payroll/ HR Applications
Customers rave about our seamless interfaces with third-party payroll, HR, and other applications. Pass employee time and data with a one-click 'Move to Payroll' and automatically import critical information for new hires, existing employees, leave time accruals, job costing codes, and rosters to eliminate the tedious maintenance of multiple databases.

Unlimited Workstations, Supervisors, and Time sheet Approval Levels

- Easily access ExecuTime from as many PC workstations and wireless devices as needed.
- Grant supervisor access to as many employees as required.
- No limit to the number of time sheet approval levels.



Frequent Upgrades Available and Unlimited Access to Technical Support

We strive to stay current with technology and offer new tools and resources to our customers. ExecuTime adapts to fit your needs. Our simple and affordable maintenance plan connects you to the ExecuTime support experts and all new software releases.

Technical & Implementation Services

Manage your application server in-house or use our hosted cloud environment. Either way, we offer budget-friendly options to fit your current infrastructure and future growth.



FEATURES AND SPECIFICATIONS

CROSS-INDUSTRY SUPPORT

Banking
 Medical & Healthcare
 Insurance
 Manufacturing & Distribution
 Transportation
 Local & City Government
 Education
 Legal
 Public Utilities
 Law Enforcement
 and more...

INTUITIVE INTERFACE

Web based
 "Who's Here" Inquiry Screen
 Graphical Scheduling Calendar
 Electronic Time-Off Requests
 Benefit Hours Inquiry & Management
 Integrates with Integrated Voice Response (IVR) technologies, Scheduling and Work Order Applications
 Supports a variety of collection devices:
 - Electronic Time Clocks
 - Magstripe, Bar code, Proximity, Biometric
 - Web Browser
 - And much more

FLEXIBLE REPORTING FEATURES

(By day, week, month or year)
 Real-time Employee Status
 Daily Attendance Inquiry
 Employee Transaction Summary & Detail
 Department Transaction Summary & Detail
 Project/Job Transaction Summary & Detail Work Order
 Transaction Summary & Detail
 Fully Customizable Reports...

PAYROLL SYSTEM INTEGRATION

Fully customizable integration with ANY existing payroll application on ANY platform

ONE-CLICK move to Payroll Processing

MANUAL TIME-EDITING ABILITY

Supervisor/Administrator may manually adjust time information to reflect missed or incorrect time entries

AUTOMATED ATTENDANCE RULES

Specify overtime authorization
 Schedule holidays & vacations
 Specify time adjustments, grace periods & payroll types (hourly, salary, part-time etc.)
 Records employee's absence based on attendance rules

AUTOMATED ATTENDANCE CALCULATION

Improves accuracy
 Improves timeliness of information
 Customizable overtime policies
 Customizable clock in/out policies

AND MORE...

Multiple pay-period support
 Graphical calendar for scheduling
 Role-based user security levels
 Time-zone sensitive time & date stamp records all transactions for auditing purposes
 Eliminates the need for time clock hardware and hand-written time sheets



SUNGARD® PUBLIC SECTOR ANALYTICS

Migrating NaviLine QRep to SunGard Public Sector Analytics

Imagine a single reporting platform that allows you to increase productivity, enhance transparency, and collaborate agency data gathering efforts. SunGard Public Sector Analytics, a complete server-based business intelligence (BI) solution, combines the strength of Cognos BI with NaviLine metadata models.

The QRep reporting solution allows you to create customized, ad hoc reports using the Cognos Impromptu application integrated with NaviLine data catalogs. SunGard Public Sector Analytics now merges all of the functionality of QRep and NaviLine into a single platform, providing access to reporting and dashboards with automatic notification and report distribution. More than 130 critical reports are included, and data can be used from other sources - including third-party application databases. Professional services are also offered to help organizations implement the solution and migrate essential, existing reports from QRep.

SunGard Public Sector Analytics Features

Report Authoring - Create, edit, and distribute many types of reports from a simple ad hoc list to a multi-page, briefing book with charts and drill-through capabilities. Reports can be generated through a scheduled or triggered event and be delivered automatically to pre-defined recipients.

Data Monitoring - “Set it and forget it” monitoring allows users to focus on day-to-day tasks without having to look out for specific events. Users can set “agents” to automatically run and distribute reports and monitor the status of the event.

Dashboards - See how the organization is performing with at-a-glance views, then drill down to the desired level of detail while still remaining in the system. It is easy to create personal, sophisticated, interactive dashboards styled to each individual’s preference with minimal training or IT involvement.

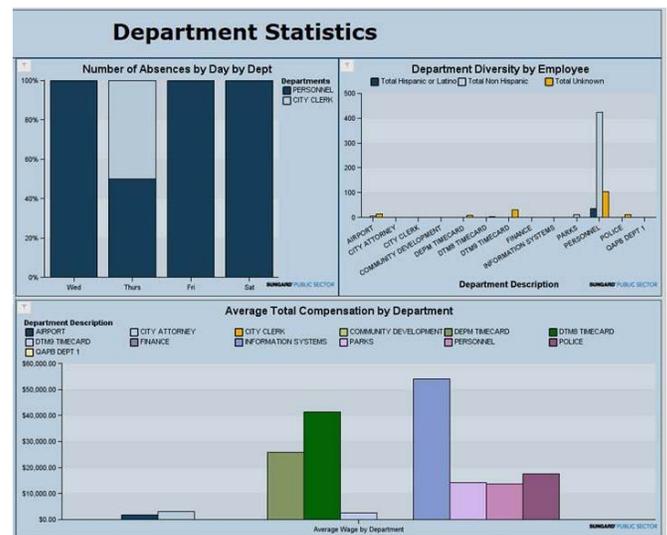
Mobile Access - Access remotely by using the iOS or Android app or any mobile device. Connectivity to the SunGard Public Sector Analytics server is available through any browser.

Scorecards - Scorecards help automate and track the progress of objectives, allowing decision makers to monitor financial key performance indicators, link strategy and tactics, capture organizational strategy visually, and focus on high-priority objectives.

Microsoft Office Integration - Users can create a document, spreadsheet, or presentation once, then quickly update it without having to recreate the content or run a new report.

Report & Dashboard Templates - Standard layouts are available for report authors for increased efficiency. Set layouts/designs allow agencies to maintain consistent branding. Additionally, standardized dashboard templates can be used and published for all to view.

© SunGard Public Sector LLC



Visit us at sungardps.com

AnalyticsNOW Services Offering

We can provide your organization with the attention needed to successfully migrate your QRep reporting solution to SunGard Public Sector Analytics. Services include installation and configuration, connection to your iSeries data, training to obtain the full value of your new software and the new user interface, report conversion workshop to ensure your staff is successful with converting your reports, and more.

Comparing QRep to Analytics

| Function/Capability | QRep | Analytics |
|--|------|-----------|
| Reports Saved to Central Location or User Preferred Location | ✓ | ✓ |
| Drill-thru on Reports to go from Summary to Detail | ✓ | ✓ |
| Ability to Add Charts to Reports | ✓ | ✓ |
| Create OLAP Data Cubes for Detail/Summary Analysis | ✓ | ✓ |
| Schedule Reports to Run on Specific Days/Times | ✓ | ✓ |
| Auto-Email Schedule Reports | ✓ | ✓ |
| Display/Save Output to PDF, Excel, CSV, and Other Formats | ✓ | ✓ |
| Create 'Alerts' to Notify when Thresholds Passed | ✓ | ✓ |
| Server-based Reports | | ✓ |
| Report/Mobile Access to Reports via Mobile Devices | | ✓ |
| Create Interactive/Configurable Dashboards | | ✓ |
| Create Interactive Balanced Scorecards | | ✓ |
| Integration with Microsoft Office (Word, Excel, PowerPoint) | | ✓ |
| Integration with Esri | | ✓ |
| Create Multi-Page, Multi-Layout Reports | | ✓ |
| Data Analysis & Report Authoring Directly from/in Excel | | ✓ |
| Add Annotations on Saved Reports for Internal Communications | | ✓ |
| Different Levels of Report Authoring | | ✓ |
| Interactive, Offline Reports | | ✓ |
| Multi-lingual User Interface | | ✓ |
| Data Lineage to Map Report Items Back to Database | | ✓ |
| Integrated security with Active Directory, LDAP | | ✓ |

Hardware Requirements

| Cognos Server | |
|-----------------------|---|
| Processors | Dual-Core or Quad-Core Intel Xeon at 2.0GHz or faster (dual-socket minimum) |
| Memory (RAM) | 8 GB (Minimum) or 16 GB or higher (recommended) |
| Network | 1 GB |
| Storage | 100 GB |
| Operating System | MS Windows Server 2012 (64-bit) |
| Database Software | Microsoft SQL Server 2008 R2 or Microsoft SQL Server 2012 |
| Authentication Source | Active Directory, LDAP |

City of Milford

And

International Brotherhood of Electrical
Workers, Local Union 126

Collective Bargaining Agreement

(2017 – 2020)

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ARTICLE I
PREAMBLE

Section 1. The Agreement, effective as of the ____ day of _____, 2017, by and between the City Of Milford, a Municipal Corporation of the State of Delaware, (“City” or “Employer”), and the International Brotherhood of Electrical Workers, Local Union 126, (“Union”).

**ARTICLE II
RECOGNITION**

Section 1. The City recognizes and acknowledges the Union as the exclusive bargaining representative for all employees in the bargaining unit as defined in Section 2 of this Article.

Section 2. **Definition of Employees.** In accordance and with the certification of the Public Employment Relations Board (“PERB”) in Representation Petition No. 16-06-1069, dated August 31, 2016, the term “employees” used in this Agreement shall mean employees in the following classifications:

| | |
|--|---|
| Electric Line Technician, First Class | Meter/SCADA Technician |
| Electric Line Technician, Second Class | Meter Technician I – Electric Division |
| Electric Line Technician, Third Class | Meter Technician II – Customer Service Office |
| Electric Ground Technician | |

All other employees, confidential employees, managerial employees, guards and supervisors within the meaning of the Public Employment Relations Act, 19 Del. C., Chapter 13 are excluded.

**ARTICLE III
UNION STEWARDS**

Section 1. There shall be one (1) Steward and one (1) Alternate Steward.

Section 2. The City recognizes the right of the Union to designate one (1) employee to act as Steward and one (1) employee to set as an Alternate Steward. The Union will advise the City in writing of the name of the Steward and Alternate Steward assuming duties. The term “Steward” as used in this Agreement shall mean an employee designated by the Union to investigate grievances and represent employees at grievance hearings and other employee representation as outlined in this Agreement.

Section 3. The City shall grant approval to the Steward to investigate or process grievances during work time. The Steward shall be granted such time when it will not interfere with the operation of the City and shall not be unreasonably denied time to investigate and process grievances during normal work hours.

Section 4. Stewards who investigate during work time shall not use excessive time in doing so. Nor shall they make unreasonable request for the time of other employees while these employees are on duty.

Section 5. The City shall make available time off from work with pay for the Steward or Alternate Steward designated by the Union’s President to take part in the following activities:

1. Grievance Proceedings
2. Disciplinary Procedures
3. Contract Negotiations

The Steward shall be released from duty by his or her supervisor. If the designated Steward is unable to attend for any reason, the Union may have an alternate member released from duty during the required time.

Section 6. With the permission of the Direct Supervisor or Public Works Director, a representative of the Union shall have reasonable access to City’s premises for the purpose of conferring with the City and with the Stewards.

Section 7. While permission shall not be unreasonably withheld, it shall not be granted at times when it would interfere with the safe and efficient operation of the City.

**ARTICLE IV
DUES DEDUCTION**

Section 1. The City agrees to make payroll deductions of Union dues and initiation fees, if any, for employees of the bargaining unit who provide written authorization for the City to do so. The amount of such deductions shall be furnished in writing to the Human Resources Director and shall be in uniform amounts. The Union will notify the Human Resources Director at least thirty (30) days in advance of any change in the amount of such deductions.

Section 2. Employees, as a condition of employment, on and after the thirty-first (31st) day of employment or within thirty (30) days of the signing of this Agreement, either become a member of the Union or pay a fair share fee for collective bargaining and contract administration services rendered by the Union as the exclusive representative of the employees covered by this Agreement. Such fair share fee shall be deducted by the City and remitted to the Local Union with the same frequency and in the same fashion as normal dues payments.

Section 3. The Union shall indemnify the City and hold it, its employees and officers, harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purpose of complying with the provisions of this Article.

Section 4. The dues and fees shall be remitted to the designated financial officer of the Local Union, accompanied by a list of employees for whom the deductions have been made, not later than the tenth (10th) day of the month following the month in which the deductions were made. Deductions not withheld from an employee due to an error shall be deducted from the employee's next pay period.

ARTICLE V
UNION SECURITY

Section 1. All employees who are members of the Union shall pay to the Union, the Union's regular and usual initiation fees and its regular and usual dues or fair share fees. For present employees who become members of the Union, such payments shall commence thirty-one (31) days following the effective date or the date of execution of this Agreement, whichever is the latter, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

ARTICLE VI MANAGEMENT RIGHTS

Section 1. **Managerial Prerogatives.** Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the City, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion: to reprimand, suspend, discharge, or otherwise discipline employees for just cause; to determine the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off, recall to work, and retire employees; to set the standards of productivity, the services to be rendered; to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; to use independent contractors to perform work or services; to subcontract, contract out, close down, or relocate the City's operations or any part thereof; to use full and part-time seasonal employees; to expand, reduce, alter, transfer, assign, or cease any job, department, operation, or service; to control and regulate the use of machinery, facilities, equipment, and other property of the City; to introduce new or improved service, and maintenance methods, materials, machinery, and equipment; to determine the number, location and operation of departments, divisions, and all other units of the City; to issue, amend and revise policies, rules, regulations, and practices; and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the City and to direct the City's employees. The City's failure to exercise any right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the City's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE VII
POLICIES AND DIRECTIVES

Section 1. Unless specifically modified by the provisions of this Agreement, bargaining unit employees shall be subject to the Personnel Ordinance and all other adopted policies, directives and procedures of the City, as amended from time to time.

Section 2. The Personnel Ordinance, and such policies, directives and procedures affecting bargaining unit employees, which are determined by management, shall be furnished in writing to the Union. New policies or changes to existing policies shall be distributed to employees and the Union. This does not limit supervision's right to issue verbal directives to employees. Such policies, directives and/or procedures shall be consistent with this Agreement.

**ARTICLE VIII
INTRODUCTORY PERIOD**

Section 1. **Objective.** The introductory period shall be regarded as an integral part of the examination process and shall be utilized for closely observing the employee's work for securing the most effective adjustment of a new employee to his position and for rejecting any employee whose performance is not satisfactory.

Section 2. **Duration.** The introductory period shall be six (6) months of employment following an original employment or reemployment with the City. The City and Union may mutually agree to extend an introductory period.

Section 3. **Promotional Appointments.** An introductory period of ninety (90) days shall be used in connection with promotional appointments in the same manner as it is used for original entrance appointments. If a person is removed during his or her introductory period following a promotion, he or she shall be entitled to reemployment rights in his or her former class, if a position is available. The City and Union may mutually agree to extend a promotional introductory period.

Section 4. **Introductory Evaluation.** Before the end of the introductory period, the division head shall indicate in writing to the Director of Public Works:

- (a) that he or she has discussed with the employee the employee's accomplishments, failures, strengths and weaknesses;
- (b) whether the employee is performing satisfactory work;
- (c) whether the employee should be retained in the position;
- (d) whether the employee, if a new appointee, should be dismissed; or
- (e) whether the employee, if on an introductory period, following a promotion, should be reinstated in his or her former class, if a position is available.

Section 5. **Discipline and Discharge.** The discipline or discharge of an employee who is on introductory status shall not be a violation of this Agreement and such discipline or discharge shall not be subject to the grievance and arbitration procedures of this Agreement.

ARTICLE IX SENIORITY

Section 1. City seniority is defined as the length of continuous service with the City beginning with the most recent date of hire. An employee's City seniority shall not be reduced by time spent on authorized leave of absence or layoff for less than twelve (12) months.

Section 2. Bargaining unit seniority is defined as the length of continuous service within the bargaining unit beginning with first date of hire into a bargaining unit position. Bargaining unit seniority shall not be reduced by the time spent on authorized leave of absence or layoff for less than twelve (12) months.

Section 3. Upon completion of the introductory period, an employee shall be credited with City seniority from the date of hire.

Section 4. City and bargaining unit seniority shall be lost for the following reasons:

- (a) Discharge for just cause;
- (b) Resignation or Retirement;
- (c) Layoff or Leave of Absence for more than twelve (12) months; and
- (d) Failure to return to work on the date specified in a notice of recall.

Section 5. Employees transferred or promoted to positions outside of the bargaining unit shall not lose bargaining unit seniority accumulated prior to their transfer or promotion, provided they return to the bargaining unit within twelve (12) months. Bargaining unit seniority shall not accumulate during employees' absence from the bargaining unit. Employees returning to the bargaining unit within one year shall pick up bargaining unit seniority credited at the time they left the bargaining unit, and thereafter shall be entitled to the same seniority rights as any other employee.

Section 6. Bargaining unit seniority shall be used for layoff and recall. City seniority shall be used for the following: sick time, vacation, and FMLA benefits.

Section 7. In making promotions, the City shall give appropriate consideration to the applicants' qualifications, including their record of performance. In the event that two (2) applicants are equally qualified, bargaining unit seniority shall be determinative.

ARTICLE X GRIEVANCE PROCEDURE

Section 1. A grievance shall be defined as any difference, dispute or complaint regarding the interpretation or application of the terms of this Agreement. All grievances filed shall contain a concise statement of the facts alleged to support the grievance. Grievances shall be processed in accordance with the following procedure and shall be determined by application of the terms of this Agreement.

Section 2. An employee who has completed the Introductory Period shall within five (5) office days of the date of the occurrence, the action or event from which the grievance arose, or within five (5) office days when the employee obtains knowledge or should have obtained knowledge of the act or event, contact the Superintendent to discuss and attempt to resolve the grievance. The Superintendent shall discuss the grievance with the employee and shall reply to the employee within five (5) office days of the meeting held with the employee. An office day is defined as any day between and including Monday through Friday, between eight o'clock in the forenoon and four o'clock in the afternoon.

Section 3. If, after receipt of the decision of the Superintendent, the grievance has not been satisfactorily resolved, the aggrieved employee or Union steward may, within five (5) office days, file a written grievance with the Public Works Director or designee with a copy to the Union Steward. The appeal shall be set forth in the form of a written statement explaining the grievance, giving the date of the occurrence, the specific contract provision involved, the manner in which the contract has been violated and the remedy sought. The Public Works Director or designee may schedule a meeting with the employee and Union steward to discuss the grievance. Within five (5) office days of the meeting, or the receipt of the grievance, if no meeting is held, the Public Works Director or designee shall respond to the employee in writing.

Section 4. If, after receipt of the written decision of the Public Works Director or designee, the grievance has not been satisfactorily resolved, the Union Representative shall meet with the Public Works Director or designee in an attempt to resolve the grievance within ten (10) office days unless mutually agreed to in writing. The Public Works Director or designee shall respond in writing within 5 office days at the conclusion of the meeting.

Section 5. If, after receipt of the written decision of the Public Works Director or designee, the grievance has not been satisfactorily resolved, the Union Representative shall meet with the City Manager or designee in an attempt to resolve the grievance within ten (10) office days unless mutually agreed to in writing. The City Manager or designee shall respond in writing within five (5) office days of the conclusion of the meeting.

Section 6. If, after receipt of the written decision of the City Manager or designee, the grievance has not been satisfactorily resolved, or if they fail to agree, the grievance may be appealed to an arbitrator by writing to the American Arbitration Association not later than thirty (30) office days after receipt of the written decision of the City Manager or designee or expiration of the time for the rendering of such decision.

Section 7. The impartial arbitrator shall be selected by the Union and City. In the event they are unable to agree upon an impartial arbitrator within five (5) office days after either party makes the request for arbitration, the impartial arbitrator shall be selected through and pursuant to the rules of the American Arbitrator Association. The parties agree that arbitrator provided by the AAA shall be a member of the National Academy of Arbitrators. The cost of the impartial arbitrator shall be paid by the losing party.

Section 8. Within thirty (30) office days of the conclusion of the arbitrator's hearing, he shall certify his findings, which shall then be final. The arbitrator shall limit the decision strictly to the application and the interpretation of the provisions of the agreement. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying, or amending, or adding to, or eliminating, of varying in any way, the terms of this agreement.

Section 9. The Union shall be presumed to be the authorized representative of all members of the bargaining unit in grievance proceedings.

Section 10. Where the alleged grievance involves a matter of general application impacting on a significantly large number of employees, the Union may initiate a grievance on behalf of the entire group involved. All individuals in the group that will be affected by the grievance and its resolution shall be bound to any resolution which is accepted by the Local Union and shall not thereafter again raise the issue individually.

Section 11. All time periods listed in this grievance procedure may be extended by mutual agreement of the Union and the City.

**ARTICLE XI
NON-DISCRIMINATION**

Section 1. **No Discrimination.** In the administration of this Agreement, neither the City nor the Union shall discriminate against any employee because of that employee's race, color, sex, religion, national origin, genetic information, gender identity and expression, sexual orientation, political affiliation, age or union membership, or against qualified individuals with a disability.

Section 2. **Interpretation.** This Article shall be interpreted in accordance with applicable federal and state law.

Section 3. **Reasonable Accommodation.** In the administration of this Agreement, the City and the Union shall engage in an interactive process in order to provide reasonable accommodations to qualified employees with a disability and to employees based upon their religious tenets. The need for and extent of such accommodations shall be determined by the City in accordance with its interpretation of the requirements of the Americans with Disabilities Act and Title VII of the Civil Rights Act of 1964. Nothing in this subsection will be construed to amend or diminish any of the rights or obligations contained in this Agreement.

Section 4. **Remedy.** An arbitrator hearing a grievance that alleges a violation of this Article is authorized to award only reinstatement and/or back pay to a prevailing grievant and has no authority to award compensatory, punitive or any monetary damages other than back pay.

**ARTICLE XII
HOLIDAYS**

Section 1. The City will grant holiday time off to all employees on all legal holidays officially adopted and approved by the City of Milford Council each calendar year.

Section 2. Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day.

Section 3. To be eligible for holiday pay, employees must work or be on approved leave the last scheduled day immediately preceding the holiday and the first scheduled day immediately following it.

Section 4. If a recognized holiday falls during an eligible employee's paid absence (e.g., vacation, sick leave, etc.), holiday pay will be provided instead of the time off benefit that would otherwise have applied.

Section 5. If an eligible employee works on a recognized holiday, he or she will receive holiday pay plus wages at one and one-half times his or her straight-time rate for the hours worked on the holiday.

Section 6. The City will provide to the Union and employees, a list of holidays each year, after approval of the City of Milford Council.

ARTICLE XIII
SAFETY

Section 1. Establishment and maintenance of a safe work environment is the shared responsibility of the City and employees from all levels of the organization. The City will attempt to do everything within its control to assure a safe environment and compliance with federal, state and local safety regulations. Employees are expected to obey safety rules and to exercise caution in all their work activities. They are asked to immediately report any unsafe conditions to their supervisor. Employees at all levels of the organization are expected to correct unsafe conditions as promptly as possible.

Section 2. All accidents that result in injury must be reported to the appropriate supervisor, regardless of how insignificant the injury may appear.

ARTICLE XIV VACATION

Section 1. Regular, full-time employees will be entitled to take vacation time off in the benefit year following its accrual.

Section 2. Vacation pay will be calculated based on the employee's straight- time pay rate (in effect when vacation benefits are used) times the number of hours the employee would otherwise have worked on the day(s) of absence.

Section 3. Employees who have satisfied all eligibility requirements may submit scheduled vacation requests, through the submission of a City of Milford, request for leave form, to their supervisors. Vacation requests will be granted on a City seniority basis. Employees who desire to schedule vacation time, for periods of more than 1 day during the calendar year, must submit the request in writing to their supervisor by January 31st each year. Requests for vacation time, for periods of 1 day or less shall be submitted to their supervisor at least 5 working days in advance. Requests will be granted based upon anticipated operating requirements and staffing considerations during the proposed period of absence. In the event that an employee's request is submitted after January 31st it shall be handled on a first-come, first-served basis without regard to City seniority.

Section 4. Employees are strongly encouraged to use their earned vacation during the benefit year following its accrual. Unused vacation may be carried over to the next anniversary year to a maximum of an aggregate of 240 hours, except to the extent it is necessary to carry over vacation days because the employee is not permitted to take his or her vacation days.

Section 5. Upon termination of employment, employees will be paid for vacation benefits that have accrued through the last day of work, up to the maximum of 240 hours. For the purposes of this calculation, any partial month of service will be treated as a full month of service.

Section 6. Employees earn vacation benefits over the course of a benefit year, the twelve-month period following the anniversary of assignment to a regular, full-time employment classification.

Section 7. Vacation benefits are accrued in one year but are not available until the next year. The Eligibility Table below defines when vacation benefits become available to employees. The Rate of Accrual Table defines how much vacation is accrued per month by employees.

Section 8. Vacation benefits will be awarded to eligible employees according to the following schedules:

| Years of Service | Hours of Leave | Monthly Hours Accrued |
|-------------------------|-----------------------|------------------------------|
| 1-5 | 80 | 6.67 |
| 6-9 | 120 | 10.00 |
| 10-14 | 160 | 13.33 |
| 15 plus | 200 | 16.67 |

Employees can accrue up to 240 hours. (Employee is paid 100% of vacation time accrued up to 240 hours upon termination.)

ARTICLE XV SICK LEAVE

Section 1. The City provides paid sick leave benefits to all regular, full-time employees for periods of temporary absence due to illnesses or injuries.

Section 2. Regular, full-time employees (including introductory employees) will accrue sick leave benefits at the rate of 8 hours per month and can accumulate up to a maximum of 1,040 hours.

Section 3. An eligible employee may use sick leave benefits for an absence due to illness or injury sustained by either that employee or a family member. For the purpose of this section, family member shall mean: employee's spouse, parent, child, step-child; grandparents, grandchildren, or siblings.

Section 4. Employees who are unable to report to work due to an illness or injury must notify their supervisor before the scheduled start of their shift. An employee who fails to notify a supervisor that he or she is unable to report to work prior to the scheduled start of his or her shift shall result in the employees' loss of pay for that day, unless circumstances outside of the control of the employee, prevented the employee from giving notice. The supervisor should also be contacted each additional day of absence. If an employee is absent for three or more consecutive days due to illness or injury, a physician's statement must be provided verifying the nature of the disability and its beginning and expected ending dates. Such verification may be requested for sick leave absences of less than three (3) days when the employee uses leave in a pattern that suggests sick leave abuse, including, but not limited to, the following: (1) using sick leave, or other leave in lieu of sick leave, as soon as it is earned; (2) a pattern of unscheduled sick leave or requests on Mondays or Fridays or preceding or following a holiday; (3) habitual tardiness based on reports of illness; (4) information that an employee's justification for using sick leave is false; and (5) use of sick leave following the denial of a vacation request. Verification may be the basis for payment authorization of sick leave benefits.

Section 5. Sick leave benefits will be calculated based on the employee's base pay rate at the time of absence. As an additional condition of eligibility for sick leave benefits, an employee must apply for any other available compensation and benefits, such as state disability insurance. Sick leave benefits will be used to supplement any state disability insurance or workers' compensation benefits that an employee is eligible to receive. The combination of any such disability payments and sick leave benefits cannot exceed the employee's normal earnings.

Section 6. Unused sick leave benefits will be allowed to accumulate until the employee has accrued a total of 1,040 hours' worth of sick leave benefits. Further accrual of sick leave benefits will be suspended until the employee has reduced the balance below this limit. Because sick leave benefits are intended to provide income protection in the event of an actual illness or injury, unused sick leave benefits cannot be used for any other paid or unpaid absence.

Section 7. At the time of termination, accumulated sick leave will be compensated up to 156 hours of sick hours accumulated.

Section 8. Employees will be permitted to participate in any City donated leave program on the same terms and conditions as other City employees, if and when such a program is adopted.

**ARTICLE XVI
BEREAVEMENT LEAVE**

Section 1. In the event of a death in the immediate family of an employee, the employee shall be granted up to three (3) working days, with pay, not charged to any leave balance, to arrange for and/or attend the funeral service or related matters. In the event of a death in the extended family of an employee, the employee shall be granted one (1) working day, with pay, not charged to any leave balance, to attend the funeral service or related matters.

Section 2. Immediate family shall be defined as the employee's spouse, parent, child, stepchild, grandparents, grandchild or sibling; the employee's spouse's parent, child, stepchild, grandparents, grandchild or sibling; the employee's child's spouse. Extended family defined: Described as the employee's aunt, uncle, niece, nephew or first cousin; employee's spouse's aunt, uncle, niece, nephew or first cousin. Special consideration will also be given to any other person whose association with the employee was similar to any of the above relationships.

Section 3. Payment for absences due to a death in the family will not be made in addition to sick leave payments or holidays, which may occur simultaneously.

Section 4. An employee may request additional time beyond the time provided. The Department Head may grant such additional time to be charged against the employee's sick leave.

Section 5. Hours granted as bereavement time shall be counted as hours worked for the purpose of calculating overtime and shall not be charged as vacation if the employee is on vacation at the time of the death.

Section 6. Upon request, an employee may be granted an additional working day of leave (for a total of up to four (4) working days of leave with pay) if the funeral is over 400 miles from the City of Milford.

ARTICLE XVII
WORK SCHEDULE

Section 1. The normal work week for all employees is forty (40.0) hours a week. The normal work week shall begin on Sunday 7:00 a.m. through the following Sunday 6:59 a.m.

Section 2. Supervisors will advise all employees of the times their schedules will normally begin and end. Except in the case of emergency, the Employer shall give the affected employees at least twenty-four (24) hours' notice of a change in schedule.

Section 3. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variation in the total hours that may be scheduled each day and week.

ARTICLE XVIII OVERTIME

Section 1. When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime hours. When possible, advance notification of these mandatory assignments will be provided. All overtime work must receive the supervisor's prior authorization.

Section 2. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work.

Section 3. Overtime compensation shall be paid to all nonexempt employees in accordance with federal and state laws.

Section 4. Hours worked in excess of forty (40) hours in the work week or ten (10) hours in a day will be paid at overtime rate. Vacation leave, bereavement, and paid holidays will be considered hours worked for purposes of performing overtime calculations.

Section 5. Absent emergent circumstances, failure to work scheduled overtime or overtime worked without prior authorization from the supervisor may result in disciplinary action, up to and including possible discharge.

ARTICLE XIX
ON-CALL PAY

Section 1. Employees shall be required to be available for on-call duty when directed. An on-call schedule shall be prepared and distributed in December for the upcoming calendar year. The schedule shall distribute on-call responsibilities as evenly as possible. Employees shall be assigned on-call responsibilities for a week at a time.

Section 2. Meter Technicians shall receive one (1) hour of straight time pay for each day of on-call duty performed Monday through Friday and two (2) hours of straight time pay for each day of call duty performed on a Saturday, Sunday or City observed holiday. All other employees shall receive two (2) hours straight time pay for each day of on-call duty. Time spent on-call shall not be considered as time worked for purposes of determining eligibility for overtime pay.

Section 3. Employees shall respond within 30 minutes to their assigned reporting facility when called in to work. Employees shall promptly notify their supervisor if they cannot safely respond within 30 minutes.

Section 4. Employees unable to take their on-call for any part of a day are required to find a replacement and have that replacement approved by their direct supervisor(s). The replacement will take the on-call for the entire day and receive the on-call hours of straight time for that day, instead of the scheduled employee.

ARTICLE XX
MEAL BREAKS

Section 1. All regular, full-time employees are provided with one half hour unpaid meal period each regularly scheduled work day. Supervisors will schedule meal periods to accommodate operating requirements. Employees will be relieved of all active responsibilities and restrictions during meal period and will not be compensated for that time.

ARTICLE XXI
MEAL ALLOWANCE

Section 1. The City shall furnish a meal to any employee who is requested to and does work more than 12 continuous hours. In the event the City does not furnish a meal, the City shall reimburse the employee, up to \$10 for any meal purchased and consumed by the Employee.

ARTICLE XXII
CALL-IN

Section 1. An emergency call-in is defined as an unscheduled request made to an employee by an appropriate management official or his or her designee and an automated system for an employee to return to work due to unforeseen or emergency work after such employee has left the building or work location at the end of his or her regular shift and before the beginning of the next regularly scheduled shift.

Section 2. An employee who is called back to work outside his or her normal work schedule shall be paid for the time worked or a minimum of two (2) hours, whichever is greater.

Section 3. Time worked as a result of a call-in shall be considered as time worked for purposes of calculating overtime.

Section 4. An employee who is called back to work on a City-observed holiday shall be paid for the time worked or a minimum of two (2) hours, whichever is greater, at the rate of one and one-half (1.50) times their regular rate of pay, regardless if they have worked over forty (40) hours.

**ARTICLE XXIII
WAGES**

Fiscal Year 18

For Fiscal Year 18, the employees covered by this Agreement shall be paid according to the Pay Chart attached as Exhibit A.

Fiscal Year 19

For Fiscal Year 19, on July 1st, employees who are not at the top step for their position shall be eligible to move to the next higher step on the applicable Pay Chart, provided that: i) they have received a performance evaluation of “Satisfactory” or higher; and ii) they have worked at least 12 months at their current step.

Fiscal Year 20

For Fiscal Year 20, on July 1st, employees who are not at the top step for their position shall be eligible to move to the next higher step on the applicable Pay Chart, provided that: i) they have received a performance evaluation of “Satisfactory” or higher; and ii) they have worked at least 12 months at their current step.

Promotions

Employees who are promoted will be placed at the step for the new position which yields the nearest to 5% increase over their current rate.

**ARTICLE XXIV
INSURANCE**

Section 1. Full-time employees covered under this Agreement shall be provided health insurance on the same terms and conditions as non-union full-time employees.

Section 2. The City shall sponsor an optional group dental plan. Employees shall be responsible for all premiums.

Section 3. The City shall provide a vision insurance plan. The City shall pay 100% of the monthly premiums for employees only. Employees shall pay 100% of the monthly premiums for voluntary elected coverage for eligible spouses and dependents.

Section 4. The City shall continue to provide to full-time employees covered under this Agreement with voluntary short term disability insurance on the same terms and conditions as full-time City employees.

Section 5. The City agrees to provide the Union with copies of all employee health insurance plans currently in effect, and provide notice to the Union of any changes in such plans prior to the imposition of such changes.

ARTICLE XXV
PENSION

Section 1. Full-time employees shall be entitled to participate in the State of Delaware County & Municipal General Pension Plan, subject to the terms and conditions of the Plan, as determined by the Trustees of the Plan.

ARTICLE XXVI
457 DEFERRED COMPENSATION PLAN

Section 1. The City shall continue to provide to full-time employees covered under this Agreement, a 457 Deferred Compensation Plan on the same terms and conditions as other full-time City employees.

**ARTICLE XXVII
SUBCONTRACTING**

Section 1. Subcontracting shall not be used to erode the bargaining unit.

**ARTICLE XXVIII
TRAINING MEETING**

Section 1. The parties agree to meet and discuss training and career development programs for employees covered by this Agreement, including but not limited to, Union-sponsored training programs such as OSHE. The meeting will take place in Milford within 60 days of the ratification of this Agreement by the membership and approval by City of Milford Council.

**ARTICLE XXIX
SEVERABILITY**

Section 1. If any term or provision of this Agreement is, at any time during the life of this Agreement, adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or affect any other term or provision of this Agreement.

ARTICLE XXX
NO STRIKE / NO LOCKOUT

Section 1. **No Strikes.** The Union, its officers, agents, representatives, stewards, committeemen and members, and all other employees shall not, in any way, directly or indirectly, instigate, lead, engage in, authorize, cause, assist, encourage, participate in, ratify, or condone any strike, sympathy strike, slowdown, work stoppage, or any other interference with or interruption of work at any of the City's operations.

Section 2. **Discipline for Violation of Section 1.** The failure or refusal on the part of any individual to comply with the provisions of Section 1 shall be cause for immediate discipline, including discharge.

**ARTICLE XXXI
ENTIRE AGREEMENT**

Section 1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunities are set forth in this Agreement. The parties further acknowledge that established past practices not specifically referred to herein, and not inconsistent with this Agreement, will be recognized as such. A past practice in one division or department does not necessarily mean a past practice for another division or department. A past practice shall be a consistent and well known procedure generally accepted as the method for accomplishing a specific activity.

Section 2. Therefore the parties agree that for the duration of this Agreement, neither party shall be obligated to reopen collective bargaining with respect to any subject or matter referred to, or not referred to herein, unless specifically required to do so by law or by the terms of this Agreement.

Section 3. This Agreement may be amended only by the mutual written agreement of the parties.

ARTICLE XXXII
TERM OF AGREEMENT

Section 1. The terms of this Agreement become effective upon the signing hereof, except where otherwise noted, and the duration of this Agreement shall extend through June 30, 2020, and shall continue in effect from year to year thereafter unless amended, modified or terminated in accordance with this Section. In the event that either the Union or the City desire to negotiate a successor agreement, the party desiring to amend this Agreement shall notify the other, in writing by certified mail, between one hundred twenty (120) and one hundred eighty (180) calendar days prior to the expiration date of this Agreement. Such negotiations shall begin no later than ninety days prior to the expiration date of this contract.

Section 2. This Agreement shall not be effective unless and until approved by the IBEW International President and City of Milford Council.

EXHIBIT A

FY 18, FY19 and FY 20

| FY-17-20 | Electric Divison | Customer Service Office | |
|--------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| | Ground Tech | Line Tech | 3rd Line Tech | 2nd Line Tech | 1st Line Tech | Meter/SCADA | Meter Tech I | Meter Tech II |
| Steps | Step = % Increase (1.5%) |
| 1 | 16.38 | 21.17 | 23.09 | 25.02 | 27.07 | 18.04 | 16.38 | |
| 2 | 16.63 | 21.49 | 23.44 | 25.40 | 27.48 | 18.31 | 16.63 | |
| 3 | 16.88 | 21.81 | 23.79 | 25.78 | 27.89 | 18.59 | 16.88 | |
| 4 | 17.13 | 22.14 | 24.14 | 26.16 | 28.31 | 18.86 | 17.13 | |
| 5 | | 22.47 | 24.51 | 26.56 | 28.73 | 19.15 | 17.39 | |
| 6 | | 22.81 | 24.87 | 26.95 | 29.16 | 19.43 | 17.65 | |
| 7 | | 23.15 | 25.25 | 27.36 | 29.60 | 19.73 | 17.91 | |
| 8 | | 23.50 | 25.63 | 27.77 | 30.04 | 20.02 | 18.18 | |
| 9 | | 23.85 | 26.01 | 28.18 | 30.49 | 20.32 | 18.45 | |
| 10 | | 24.21 | 26.40 | 28.61 | 30.95 | 20.63 | 18.73 | |
| 11 | | 24.57 | 26.80 | 29.04 | 31.42 | 20.94 | 19.01 | |
| 12 | | 24.94 | 27.20 | 29.47 | 31.89 | 21.25 | 19.29 | |
| 13 | | 25.31 | 27.61 | 29.91 | 32.37 | 21.57 | 19.58 | |
| 14 | | 25.69 | 28.02 | 30.36 | 32.85 | 21.89 | 19.88 | |
| 15 | | 26.08 | 28.44 | 30.82 | 33.34 | 22.22 | 20.18 | |
| 16 | | 26.47 | 28.87 | 31.28 | 33.84 | 22.55 | 20.48 | |
| 17 | | 26.86 | 29.30 | 31.75 | 34.35 | 22.89 | 20.79 | |
| 18 | | 27.27 | 29.74 | 32.23 | 34.87 | 23.24 | 21.10 | |
| 19 | | 27.68 | 30.19 | 32.71 | 35.39 | 23.58 | 21.41 | |
| 20 | | 28.09 | 30.64 | 33.20 | 35.92 | 23.94 | 21.74 | |
| 21 | | 28.51 | 31.10 | 33.70 | 36.46 | 24.30 | 22.06 | |
| 22 | | 28.94 | 31.57 | 34.20 | 37.01 | 24.66 | 22.39 | |
| 23 | | 29.37 | 32.04 | 34.72 | 37.56 | 25.03 | 22.73 | |
| 24 | | 29.82 | 32.52 | 35.24 | 38.12 | 25.41 | 23.07 | |
| 25 | | 30.26 | 33.01 | 35.77 | 38.70 | 25.79 | 23.42 | |
| 26 | | 30.72 | 33.50 | 36.30 | 39.28 | 26.18 | 23.77 | |
| 27 | | 31.18 | 34.00 | 36.85 | 39.87 | 26.57 | 24.12 | |
| 28 | | 31.64 | 34.51 | 37.40 | 40.46 | 26.97 | 24.48 | |
| 29 | | 32.12 | 35.03 | 37.96 | 41.07 | 27.37 | 24.85 | |
| 30 | | 32.60 | 35.56 | 38.53 | 41.69 | 27.78 | 25.22 | |

***Promotion:** Employee will be placed at the step, for the new position, nearest to the rate of a 5% promotion increase.

Movement:

Employee will