

City of Milford



CITY COUNCIL AGENDA

Monday, September 24, 2018

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

6:30 p.m.
WORKSHOP

Quarterly Update/Downtown Milford, Inc.
Quarterly Update/Milford Museum

COUNCIL MEETING

Call to Order - Mayor Archie Campbell

Invocation

Pledge of Allegiance

Recognition

Communication & Correspondence

Unfinished Business

Authorization/Riverwalk Improvement Project/Change Orders
Authorization/Police Department/HVAC Engineering Proposal

New Business

*Adoption/Resolution 2018-17/Committee Investigation-
Annexation of Derek R. Parker & Shawn L. Bernhard 7195 Cedar Creek Road ®
Authorization/Funding Transfer/General Fund Reserves to City Hall Building Maintenance Account

EXECUTIVE SESSION

Motion to Recess into Executive Session

Pursuant to 29 Del. C. 29 §10004(b)(4) Collective Bargaining Matters

Return to Open Session

MPD Teamsters Negotiations

Adjourn

All items on the agenda are subject to a potential vote.

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.

® *Public Comment, up to three minutes per person, will be accepted.*

070918 082918 090418 091418 091718 *091918 Omitted in Error

Downtown Milford, Inc.
Quarterly Report July-September 2018

Organization

- Developed & implemented new strategic plan including:
Our Mission: Partnering to build Milford's historic downtown into a unique, vibrant and livable place for all.
Our Vision: Our community will become a unique and vibrant destination place, a welcoming focal point for community gatherings, and a desirable place to live, shop, learn, work and enjoy recreational activities.
- Volunteer hours estimated **604 hours** valued at an estimated **\$13,612**
- Developing big ask campaign providing potential sponsors the opportunity to donate to their favorite activities on a one time annual basis
- New Volunteer Coordinator, Marilyn Ambrose
- Volunteer Picnic on August 19 to honor all volunteers for the year - **35** attendees
- Raised **\$25,000+** sponsorships which includes a **\$5,000** grant from the DE Division of the Art and an additional **\$17,500** of in kind services for the Ladybug Festival
- New volunteer brochure

Economic Vitality

- New downtown brochure being handed out at local businesses and the Smyrna reststop.
- Developing access to information site providing information on available building spaces in conjunction with the City Planning Office
- Worked with Kent County Tourism & DE Turf to offer Milford Goody Bag and button/pin that will encourage shopping by DE Turf attendees.
- Farmers Market
33 Vendors
3,162 estimated shoppers
\$46,243 estimated total sales
- Grand opening of the Bank House B&B a **\$277,000** community investment.
- New business brochure being finalized

Promotion

- Ladybug Festival Milford planning., sponsorships, marketing, logistics
16 Venues including 14 downtown businesses
40 Female musicians including female led bands
10 Food vendors and **15** art, craft and clothing vendors
- 3rd Thursdays: Artists & Artisans Light Up the River, Milford City Birthday Party
- Preliminary meetings on upcoming events Holiday Stroll, Santa House, Shop Small Saturday
- Event rack card being updated

Design

- Maintaining Milford in Bloom
- Sail Banner Project
- **30** Branded bicycle racks
- Holiday wreath fundraiser

Other

- Building and ground maintenance continues on a regular basis

QUARTERLY REPORT FROM THE MILFORD MUSEUM

EVENTS

- 1) Held annual "Roaring 20s Lawn Party" at Causey Mansion. We sold about 100 tickets despite the terrible weather.
- 2) Director Claudia Leister was interviewed at Seaford TV station to talk about the Museum.
- 3) Museum information booth set up on Walnut Street for Freedom Festival.

EXHIBITS

- 1) The new exhibit for 2018 is entitled "Made In Milford". It contains an abundance of items made in our City during the 20th & 21st centuries.
- 2) Partnered with Bayhealth to install "A Legacy of Caring: From Milford Emergency Hospital to Bayhealth Memorial Hospital". Grand Opening on July Third Thursday event saw over 80 people attend.

NOTE: Due to their specific nature, these exhibit will remain on display until 2020.

VISITATION

To Date the Museum has had over 1,700 visitors from 23 States and 5 Foreign Countries.

PROJECTS

- 1) Working with Xtreme Graphics to design artwork panel for the South side of the Museum using funds from Lions Club grant.
- 2) Completed 2019 Calendar of historic Milford photographs which is now on sale.
- 3) Designed (2nd in a series) Holiday Ornament showing the Causey Mansion. Last year's first one showed the Museum.
- 4) Quin Humes will begin work in the Museum basement for his Eagle Scout Project.

You're invited!

Public Meeting for a Parking Study of the Milford Central Business District



The City of Milford is conducting a parking study
of the Central Business District.
To find out more about this effort and provide your input,
plan to attend our public meeting!

*Tuesday, September 25, 2018
4:00 to 7:00 pm
Milford City Hall
201 S. Walnut Street in Milford*

Stop in any time between 4:00 pm and 7:00 pm to view
project materials and provide input. A brief presentation will
be made at 4:15 and repeated at 5:15 and 6:15.

Sponsored by City of Milford with support from
the Dover/Kent County Metropolitan Planning Organization

For more information visit www.cityofmilford.com or call Rob Pierce, City Planner, at 302-424-8396



PARKS & RECREATION DEPARTMENT
207 Franklin Street
Milford, DE 19963

PHONE 302.422.1104
FAX 302.422.0409
www.cityofmilford.com

MEMO

TO: Mayor and Council

CC: Eric Norenberg, City Manager

FR: Brad Dennehy, Dir. Parks & Recreation

DA: September 14th, 2018

RE: Riverwalk project request for funds

Mayor and Council,

As you know we have the Riverwalk deck replacement project underway and it is being funded by three different sources, capital reserves, a grant from DNREC and transportation funds from DelDOT.

In January of this year the City signed a contract with Landscape Architectural Services to prepare plans, bidding documents and contract administration for \$24,755. The project was then put out to bid and came in higher with the add alternates than we anticipated, largely because of having to use the prevailing wages. We were successful in obtaining the DNREC grant and the Transportation funds to cover the base bid and the add alternates which came to approximately \$294K and that is what ultimately got awarded by Council to Gerardi construction.

Recently I spoke with the Finance Director (Jeff Portmann) and he informed me that the Landscape Architect contract of approximately \$24K was not covered by any of funding sources and that a request of funds (not to exceed \$25,000) would need to be paid from General funds reserves.

We have also had two minor change orders to the awarded contract, one in the amount of \$4,202.45 and another for \$1,694.16. The first change order is to tighten the existing wooden posts on the Riverwalk and the other is to drill new holes to accommodate the removal and replacement of the light poles.

Again these change orders should be paid out of general fund reserves with a total request of \$30,896.61.

This maintenance project is much needed and is due to be completed by the end of the year.

As always, if you require further information please don't hesitate to contact me.
Thank you.

1/18/18



**LANDSCAPE
ARCHITECTURAL
SERVICES, L.L.C.**

Matthew T. Spong, R.L.A., ASLA
Trisha Sawicki, ASLA

City of Milford
City Hall 201 S. Walnut Street
Milford, DE 19963
Attn: Mr. Eric Norenberg, City Manager

January 15, 2018

This agreement entered into this 15th day of January, 2018 by and between the City of Milford (hereinafter called the Owner) and Landscape Architectural Services, LLC (hereinafter called the Landscape Architect) to provide professional services for the up-grades and maintenance to the Mispillion Greenway phases 10, 11, 12, 20, and Bicentennial Park Pedestrian Bridge decking, to replace decking, rail caps, power wash.

The professional services of the project shall be:

1. Prepare plans from Landscape Architectural Services, LLC and City of Milford Archives depicting the areas to be up-graded in for Mispillion Greenway Phases 10, 11, 12 & 20 and Bicentennial Park Pedestrian Bridge..
 - a. Demolition and replacing the TSYP deck boards with Polymer 2”X6” decking.
 - b. Replacing the 2”X6” TSYP rail caps with 2”X6” polymer lumber.
 - c. Identify areas that need pressure washing of the rail, pickets and visible and accessible framing bands. (**note: under-structure elements joists, beams and pilings will not be power washed**).
 - d. Prepare plan for replacing the wood decking with **new wood decking** for the Bicentennial River Pedestrian Bridge.
2. Prepare Add Alternate bid documents to replace;
 - a. 2”X4” railing wood pickets as needed.
 - b. Tighten up or replace rail post bolts as needed.
 - c. Remove existing trash receptacles for replacement by the City of Milford’s Parks Department using the combination trash & recycling receptacles.
 - d. Coordination of the decking work with the City of Milford Electric Department for the Electric Departments removal and re-setting of light poles after re-powder coating.
3. Prepare 100% construction documents for bidding - assist the Owner with;
 - a. Prepare final construction drawings to include site detail plans and sections as needed to describe and locate the proposed work areas of the project.
 - b. Provide specifications, notes on the drawings for decking and rail cap demolition and replacement & power washing.
 - c. Submit design drawings in PDF format and (2) sets of paper copies for Owner review.
 - d. Prepare final phased, probable construction cost estimate.
 - e. Attend meeting with Owner and prepare meeting minutes.
 - f. Prepare revisions to plan and spec notes based on Owner’s review comments.

4. Bidding & Contract Administration:
- a. Assist the City with bidding process, prepare advertisement to bid, conduct a pre-bid meeting to answer contractors questions, prepare pre-bid meeting minutes.
 - b. Prepare and distribute addenda as needed during bidding to clarify and document answers to bidders questions.
 - c. Assist the City in evaluating bids and awarding a contract for site improvements.
 - d. Review and approve contractor submittal items.
 - e. Review and approve contractors application for payment for the Owner's payment to contractor. Provide 25%, 50% & 75% construction observation site visits.
 - f. Conduct punch-list inspection upon project completion and prepare a report.
 - g. Provide (1) follow-up inspection and correspondence to verify that the punch list items are completed.

Compensation: The Landscape Architect shall be compensated by the Owner for the above services, for a fee "not-to-exceed" twenty four thousand seven hundred fifty five dollars (\$24,755.) plus reimbursable expenses. **A retainer fee of \$6000. Is requested upon approval of this agreement and will be credited to the final invoice.**

NOTE: all construction drawings will be prepared in AutoCAD 2016 or higher.

Reimbursable Expenses: shall include but not be limited to the following:

1. Prints at \$3.50 for 24" X 36" size, above the 2-sets provided in the agreement.
2. Postage at cost
3. Copies of specifications and bid forms (10 cents per 8 1/2" X 11" size).
4. Permitting fees if needed.
5. Consulting fees for electrical or civil engineering (if needed and approved by the Owner) plus 10% coordination fee.
6. Mileage at 50 cents per mile for travel more than 50-miles from our office.
7. Advertisements for bidding.

Supplemental Services: Shall be billed according the following fee schedule and may include:

1. Major revisions of approved drawings or those required by a revised site plan after construction documents have been completed.
2. Construction drawings for an increased scope of work to include additional properties or sections of Greenway.
3. Attending more than (2 meetings during the design construction document preparation phase.
4. Providing more than (4) construction observations site visits during project implementation & punch list inspections.

Registered Landscape Architect, Principal	\$110. Per hr.
Associate Principal, Landscape Architect designer	95. Per hr.
Landscape Architect in training/Assistant Project Manager	65. Per hr.
Clerical	40. Per hr.

Broken Agreement:

Broken Agreement – This agreement may be broken at any time by the Owner or the Landscape Architect by giving a 10-day written notice. Upon termination at the Owners request payment to the Landscape Architect shall be determined by the percentage of work completed in accordance with this agreement. This agreement

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unless terminated by written notice shall be terminated by the final payment for the finished work.

Payment Schedule – The Owner agrees to pay all invoices within 30-day of receipt of invoice. Invoices will be submitted monthly for work completed during that time period. Final signed and sealed construction documents will not be submitted to regulatory agencies until all invoices are paid in full. The Landscape Architect reserves the right to stop work on any projects were accounts are not paid within 45-days.

Ownership of documents – all original drawings shall remain the property of Landscape Architectural Services, LLC copies and AutoCAD files shall be made available to the Owner with the understanding that the Owner will not modify or use these files for this or other projects without Landscape Architectural Services, LLC written authorization and upon signing a digital release form.. In the event of default or termination of this contract, the Owner shall be entitled to use information contained on the drawings or AutoCAD files only when fees for same have been paid full.

In the event this agreement is terminated prior to the completion of the project, the Owner shall be entitled to electronic copies of the progress drawings as of the date of termination. Landscape Architectural Services, LLC shall have no liability to the Owner or to anyone claiming through the Owner for any claims, liabilities or damages resulting from the use, misuse or modification of the design materials without the Landscape Architect's approval, and the Owner agrees to indemnify and defend the Landscape Architect against all claims.

Attorneys' fees - if any action is brought by either party, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, cost and expenses incurred in connection with the prosecution or defense of such action.

Arbitration Agreement - all claims, disputes and other matters or questions arising out of or relating to this agreement shall be decided by non-binding arbitration in accordance with the Superior Court of Delaware's rules regarding arbitration of disputes.

This agreement may be executed in separate counterparts, none of which need contain the signatures of all parties, each of which is deemed to be an original and all of which taken together constitute one and the same instrument.

Complete Agreement – This agreement sets forth the entire understanding between the parties hereto and supersedes all prior agreements, arrangements and communications, whether oral or written, with respect to the subject matter hereof. Each Supplemental service, except as its terms otherwise expressly provided, shall be complete statement of its subject matter and shall supplement and modify the term and conditions of this agreement and only be valid if executed by both parties. No other agreements, representations, warranties or other matters, whether oral or written, shall be deemed to bind the parties hereto with respect to the subject matter hereof.

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Governing Law and Jurisdiction – this agreement shall be governed by and constructed in accordance with the laws of the State of Delaware. With respect to any litigation arising out of or relation to this agreement each party agrees that it shall be heard by the state or federal courts with jurisdiction to hearing such suites located in the State of Delaware, and each party irrevocably consents to jurisdiction and venue in such courts.

Irrespective of any other term in this agreement, the Landscape Architect shall not control or be responsible for construction means, methods, techniques, schedules, sequences or procedures; or for construction safety or any other related programs; or for another parties' errors or omissions or for another parties' failure to complete their work or services in accordance with Landscape Architectural Services, LLC documents.

Indemnification

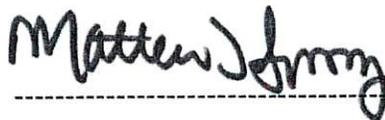
The Owner and Landscape Architect each agree to indemnify and hold harmless the other, and their respective officers, employees, agents and representatives from and against liability for all claims, losses, damages and expenses, including reasonable attorneys fees, to the extent such claims, losses, damages or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Owner and Landscape Architect they shall be borne by each party in proportion to it negligence.

Acceptance – The terms and conditions outlined above are accepted and Landscape Architectural Services, LLC is hereby authorized to proceed with the work. This agreement may be withdrawn by the Landscape Architect if not accepted by the Owner in 30-days of the date of this agreement.

City of Milford

By:  1/18/18

Eric Norenberg, City Manager



Matthew T. Spong, R.L.A., A.S.L.A., Principal

P.O. Box 293, Dover, DE 19903
e-mail: matt@las-llc.net

phone: 302-284-4578 fax: 302-284-0301
website: www.las-llc.net



Commercial & Residential • Licensed & Insured
 gerardiconstructioninc@gmail.com
 404 Jarrell's Road
 Felton, DE 19943
 302-745-6252

Change Order

Mispillion Greenway Boardwalk Project ORPT #17-235

Change Order #1

Milford, DE 19963

August 10, 2018

CONTRACT DATE: May 15, 2018

CONTRACT FOR: City of Milford

This contract is changed as follows: Shimming and tightening the bolts on 86 existing wood posts

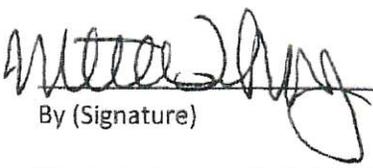
The original contract price:	\$294,082.07
No previous change orders.	
Change Order in amount of:	+ 4,202.45
New Contract Price:	\$298,284.52

Contract time increased by 5 days. Date of substantial completion as of this Change Order is 12/7/2018

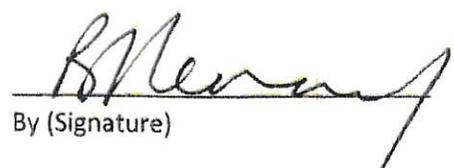
Landscaping Architectural Services LLC
 P O BOX 293, Dover, 19903

Gerardi Construction INC
 404 Jarrell Rd, Felton, DE 19943

City of Milford
 201 S Walnut St, Milford, DE 19963


 By (Signature)

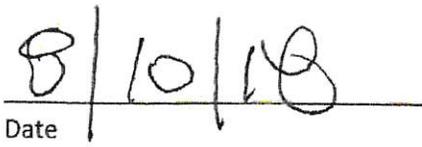

 By (Signature)

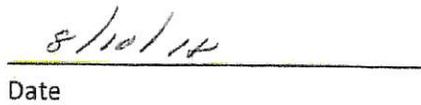

 By (Signature)

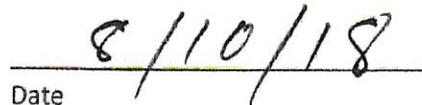
Matthew T, Spong RLA ASLA Principal

Shannon Gerardi, President

Brad Denny, Parks & Recreation
 Director


 Date


 Date


 Date



Commercial & Residential • Licensed & Insured
 gerardiconstructioninc@gmail.com
 404 Jarrell's Road
 Felton, DE 19943
 302-745-6252

Change Order

Mispillion Greenway Boardwalk Project ORPT #17-235

Change Order #2

Milford, DE 19963

September 7, 2018

CONTRACT DATE: May 15, 2018

CONTRACT FOR: City of Milford

This contract is changed as follows: Drilling holes using template supplied by City of Milford Electric for re-installing light poles.

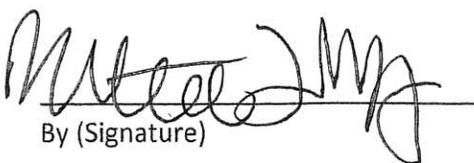
The original contract price:	\$294,082.07
Previous change order:	+ 4,202.45
Change Order in amount of:	+ 1,694.16
New Contract Price:	\$299,978.68

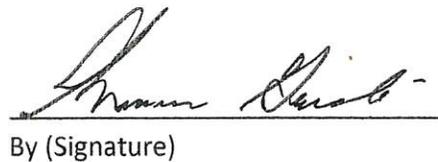
Contract time increased by 2 days. Date of substantial completion as of this Change Order is 12/11/2018

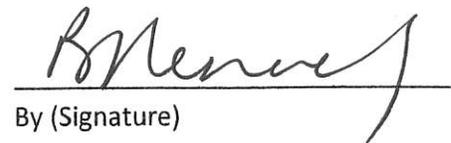
Landscaping Architectural Services LLC
 P O BOX 293, Dover, 19903

Gerardi Construction INC
 404 Jarrell Rd, Felton, DE 19943

City of Milford
 201 S Walnut St, Milford, DE 19963


 By (Signature)


 By (Signature)


 By (Signature)

Matthew T, Spong RLA ASLA Principal

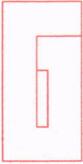
Shannon Gerardi, President

Brad Dennhy, Parks & Recreation
 Director

9-7-18
 Date

9/7/18
 Date

9/7/18
 Date



Gipe Associates, Inc.
CONSULTING ENGINEERS

P.B. #: 18496
Easton Office

September 24, 2018

Captain Gary Bailey
Milford Police Department
400 NE Front Street
Milford, DE 19963

Project: Milford Police Station HVAC Study
Reference: Fee Proposal for Engineering Study/ Feasibility Analysis

Dear Captain Bailey:

We are pleased to submit our fee proposal for the performance of mechanical and supporting electrical engineering services on the referenced project.

The scope of our work would include an analysis of the existing HVAC (Heating, Ventilating, and Air Conditioning) systems and supporting electrical systems serving the Milford Police Station (approximately 17,000 Ft²) located in Milford, Delaware. Our study shall include a review of existing drawings, field investigations, and non-destructive observations of the existing HVAC and supporting electrical systems. Interviews with staff and/or maintenance personnel shall be conducted and documented to determine any non-visible deficiencies in the existing HVAC and electrical systems.

The following outlines the mechanical tasks we propose to perform in completing the study:

1. Determine age, condition, and code compliance of existing mechanical systems.
2. Develop schematic drawings of existing mechanical systems.
3. Perform existing mechanical systems evaluation relative to future building use.
4. Provide recommendations for new mechanical systems.
5. Perform cost estimate for new construction and renovations.
6. Provide digital photographs of existing mechanical equipment/systems
7. Evaluate existing building envelope impacts on existing mechanical systems.
8. Evaluate proposed building envelope impacts on existing and new mechanical systems.
9. Perform preliminary heating/cooling load calculations.
10. Perform preliminary ventilation calculations.
11. Perform life cycle cost analysis.
12. Meet with Owner to review existing system deficiencies and recommendations.

The following outlines the electrical tasks we propose to perform in completing the study:

1. Perform field survey and observations.
2. Provide preliminary electrical load calculation for proposed building usage.
3. Verify existing electrical service primary and secondary voltages.
4. Determine age and condition of existing electrical switchgear and branch circuit wiring systems.
5. Evaluate existing electrical service size adequacy for proposed building upgrades.
6. Provide recommendations for switchgear and distribution upgrades for proposed building upgrades.

1220 East Joppa Road
Suite 223
Towson, Maryland 21286
TEL 410.832.2420
FAX 410.832.2418

8719 Brooks Drive
Post Office Box 1147
Easton, Maryland 21601
TEL 410.822.8688
FAX 410.822.6306

7. Provide digital photographs of existing electrical equipment.

Based on our findings a cost estimate shall be prepared for your use in making an informed decision regarding the scope, budget, and extent of mechanical/electrical/plumbing renovations. The focus of our study will concentrate on solutions with the least disruption and greatest long term feasibility. All of our findings with recommendations shall be documented in a short letter report. Our fee includes up to three (3) copies of the report.

Our fee for the work as outlined above would be for the following lump sum amounts.

Field Investigations, Code Study	\$1,000.00
Engineering Analysis	\$1,500.00
Tables and Sketches	\$700.00
Meeting with Owner	\$500.00
Ventilation Calculations	\$400.00
Load Calculations	\$800.00
Life Cycle Cost Analysis	\$500.00
Cost Estimating	\$600.00
Presentation of Findings	\$500.00
Final Report	\$400.00
Total Lump Sum Fee	\$6,900.00

In addition to our above fee, we would be reimbursed for direct out-of-pocket expenses plus 10%, for expenses such as travel, lodging, outside reproductions, overnight/messenger deliveries, include in-house printing per drawing at \$0.60 each for 18 x 24, \$1.20 each for 24 x 36, \$1.75 each for 30 x 42, plotting at \$5.00 per Plot, 8-1/2 x 11 copywork at \$0.10 per copy, and 11 x 17 copywork at \$0.15 per copy. We estimate our reimbursables would not exceed \$200.00. If we approach this estimated fee, we would advise you of any expected additional cost and obtain approval before proceeding.

In addition, we are assuming that any existing drawings, specifications, submittal data, Test and Balance Reports, O & M information, etc., that you have will be made available for our use in preparing the study.

Fees would be due and payable monthly based on our invoices showing the percentage of work completed. Payments not received within 45 days of invoice date would be subject to an additional charge of 1-1/2 percent per month (18% per annum). Gipe Associates, Inc. reserves the right to stop work on this project if payment is not received within 45 days of billing.

The following services are not included in the above fees:

- Camera/video inspection of existing piping, HVAC or electrical systems.
- Demolition of existing piping, HVAC, or electrical systems for inspection.
- Design of replacement systems.
- Inspection of subsurface or non-visible conditions.
- Preparation of record drawings.
- Testing of existing HVAC or electrical systems.

If the above services are required they would be considered an extra service and would be billed on a flat hourly basis at the following billing rates which include personnel salaries, overhead and profit. In addition we would be reimbursed for direct out-of-pocket expenses.

Principals	\$220.00 per hour
Project Managers	\$140.00 per hour
Project Engineers	\$110.00 per hour
Design Engineers	\$ 90.00 per hour
Clerical	\$ 60.00 per hour

This agreement may be terminated by either party after giving thirty days written notice of the intent to terminate to the other party and by payment of the balance due to Gipe Associates, Inc. This balance will be arrived at by an estimate by Gipe Associates, Inc. of the percentage completion of the project at the time of termination plus any reimbursable expense due to termination.

If you are not a corporation and subsequent to the making of this agreement you incorporate your business with or without the knowledge of Gipe Associates, Inc., you agree to be jointly and severally liable to Gipe Associates, Inc. for any indebtedness incurred by or transferred to such corporation. If you are a corporation or partnership and you are not a general partner, your signing this letter warrants that you are duly authorized to do so and you agree to be jointly and severally liable with the corporation or partnership for any indebtedness owing by them to Gipe Associates, Inc.

In accordance with the National Electric Code (NEC) 220.87 (Determining Existing Loads) on any addition to an existing facility, we are required to obtain twelve (12) months electrical usage to verify that the existing electrical service is capable of handling any new loads. Our fee assumes that where the existing building is currently individually metered by a utility company that the Owner will request (from the utility company) a minimum of twelve (12) months electrical usage and forward to the Engineer. This must be done at the beginning of a project. Should the existing building not currently be individually metered by the electrical utility company then our fee assumes that the Owner will provide metering equipment, labor to install metering equipment, electrician, etc., as required to obtain at least 30 days of power usage. Any costs associated with obtaining the required data should be borne by the Owner and is not included in Gipe Associates basic services. Should the Owner desire Gipe Associates to obtain the thirty (30) day meter reading then Gipe Associates shall consider such work as additional services including labor, material, metering equipment, etc.

In the event that your account with Gipe Associates, Inc. becomes delinquent and past due, and Gipe Associates, Inc. engages the services of an attorney to collect the account, then, subject to the applicable law, you and any person jointly and severally liable with you, agree to reimburse to Gipe Associates, Inc. attorneys' fees in an amount equal to 20% of the amount due, whether or not litigation is commenced and court costs.)

Ownership of plans, maps, drawings and all other documents, including original drawings, field notes and data are to remain the property of Gipe Associates, Inc. as instruments of service. Upon payment of all services billed, the Owner may at his expense obtain a set of reproducible record prints and drawings and copies of other documents in consideration of which the Owner will use them solely in connection with this project and no other project.

Neither this contract nor any rights or duties hereunder may be assigned or delegated to any other person or entity without the express written consent of Gipe Associates, Inc.

We appreciate the opportunity of submitting this proposal. If these terms are agreeable, please sign and return one copy of this proposal for our records. Upon receipt of a signed proposal, we will arrange a meeting to discuss the project schedule.

Very truly yours,

GIPE ASSOCIATES, INC.

CITY OF MILFORD



David R. Hoffman, P. E., C.P.D., LEED AP
President

Accepted: _____

Date: _____

DRH/lks

Cc: Melanie M. Dixon, Gipe Associates, Inc.
Fee File



Land Use Application Cover Sheet

File Name: Bright Nest, LLC

Date Stamp

File Number: 18-020

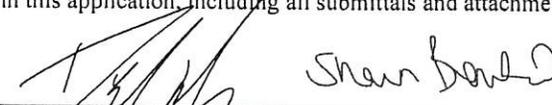
Instructions for Applicants:

Please read and follow all instructions on your application carefully. If you have any questions about the process or your project, it is strongly recommended that you speak with staff prior to submitting your application to help ensure that processing can advance in a timely manner. Every application must include this cover sheet, the application/checklist and all required items. No applications will be accepted/processed if violations exist or if any fees are owed to the City.

Specify Type of Land Use Application to be submitted (check all that apply):

- Preliminary Site Plan
- Preliminary Major Subdivision
- Final Minor Subdivision
- Final Site Plan
- Final Major Subdivision
- Variance/Appeal
- Change of Zone
- Conditional Use
- Annexation

Please Type or Print Legibly

Property Owner(s): Derek R. Parker and Shawn L. Bernhard			Phone:
Address: 7195 Cedar Neck Road			Cell:
City: Milford	State: DE	Zip: 19963	Fax:
E-Mail:			
Applicant Name and Company: Bright Nest, LLC			Phone: 540-604-3872
Address: 15 Lake Crest Drive			Cell: 540-604-3872
City: Milford	State: DE	Zip: 19963	Fax:
E-Mail: nmanupol@comcast.net			
Surveyor or Engineer: Ring W. Lardner - Davis, Bowen & Friedel, Inc.			Phone: 302-424-1441
Address: 1 Park Avenue			Cell:
City: Milford	State: DE	Zip: 19963	Fax: 302-424-0430
E-Mail: rwl@dbfinc.com			
Site Address: 7195 Cedar Neck Road Milford, DE			Zoning: AR-1
Tax Map & Parcel Number(s): 330-11.00-6.15			Acreage: 1.04
I/We certify that the information provided in this application, including all submittals and attachments, is true and correct to the best of my/our knowledge.			
Signature of Property Owner(s):			Date: 8/4/2018
Signature of Applicant(s):			Date: 8/12/2018
Office Use Only:			
<input type="checkbox"/> Current on Utilities <input type="checkbox"/> Current on Taxes <input type="checkbox"/> No Outstanding Violations			

REVISED: 05.2016



Annexation Application

File Name: Bright Nest, LLC

Date Stamp

File Number: 18-020

A Land Use Application for Annexation is deemed complete when it is accompanied by the required items identified below. Please be advised that additional information may be required during the review process in order to respond to or resolve particular issues. No application shall be considered complete if any of the required information is missing.

Current County Zoning: AR-1

Requested Zoning: C-3

Comprehensive Plan Designation: Proposed Commercial

REQUIRED ITEMS		For Staff Use ONLY	
		Verified	Waived
<input type="checkbox"/>	1. Land Use Application Cover Sheet.	✓	
<input type="checkbox"/>	2. Petition for annexation, signed by ALL property owners with signature of each petitioner duly witnessed; petition must contain:		
	A. Site address;		
	B. Tax map number (s);		
	C. Size of property in acres;		
	D. Reasons for request;		
	E. General location description (proximity to closest roadways, streets and intersections).		
<input type="checkbox"/>	3. A full legal description of the property in Word format.		
<input type="checkbox"/>	4. Current recorded deed showing legal description and ownership.	✓	
<input type="checkbox"/>	5. Current sealed survey (no larger than 11" x 17"), drawn to scale, showing:	✓	
	A. Property identified for annexation which clearly shows the parcel(s) and demonstrates contiguity to the City;	✓	
	B. Date, scale and north arrow;	✓	
	C. Existing right-of-ways and improvements;	✓	
	D. Existing utilities;	✓	
	E. Existing natural features;	✓	
	F. Existing structures and other improvements;	✓	
	G. All structures, natural features and other improvements on abutting property.	✓	
<input type="checkbox"/>	6. Application fee (see page 2).	✓	

I/We certify that the information provided in this application, including all submittals are attachments, is true and correct to the best of my/our knowledge.

Signature of Property Owner:

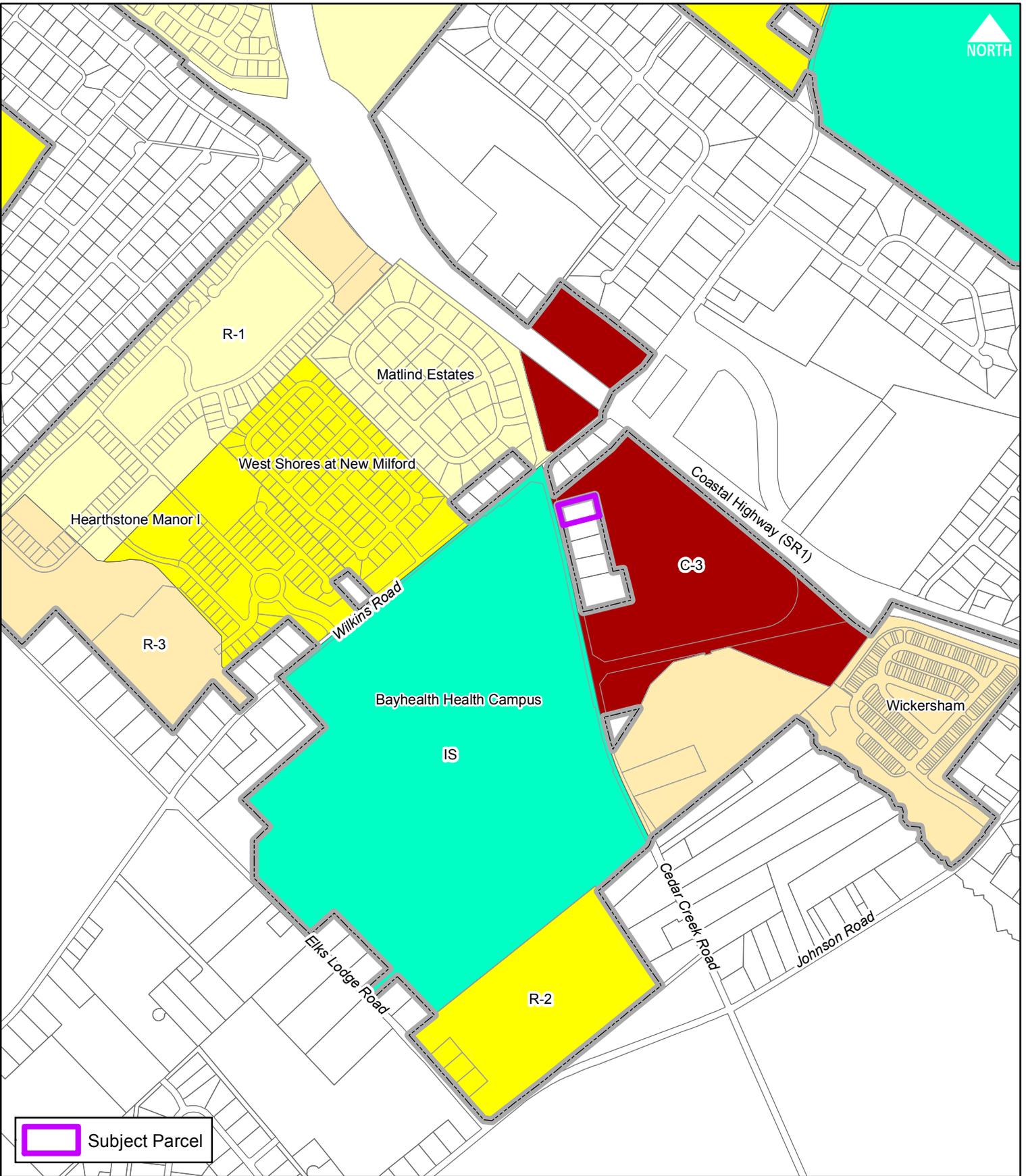
[Signature] Date: 8/4/2018

Signature of Applicant:

[Signature] Date: 8/2/2018

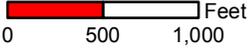
FOR STAFF USE ONLY			
City Council	Annexation Committee	Planning Commission	City Council
Applicant			
Owner			

REVISED: 01.2014



 Subject Parcel



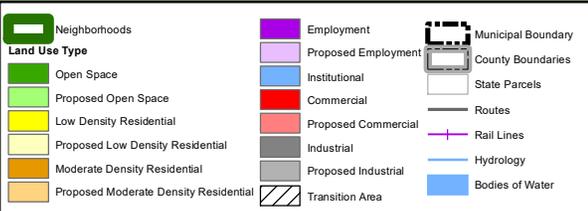
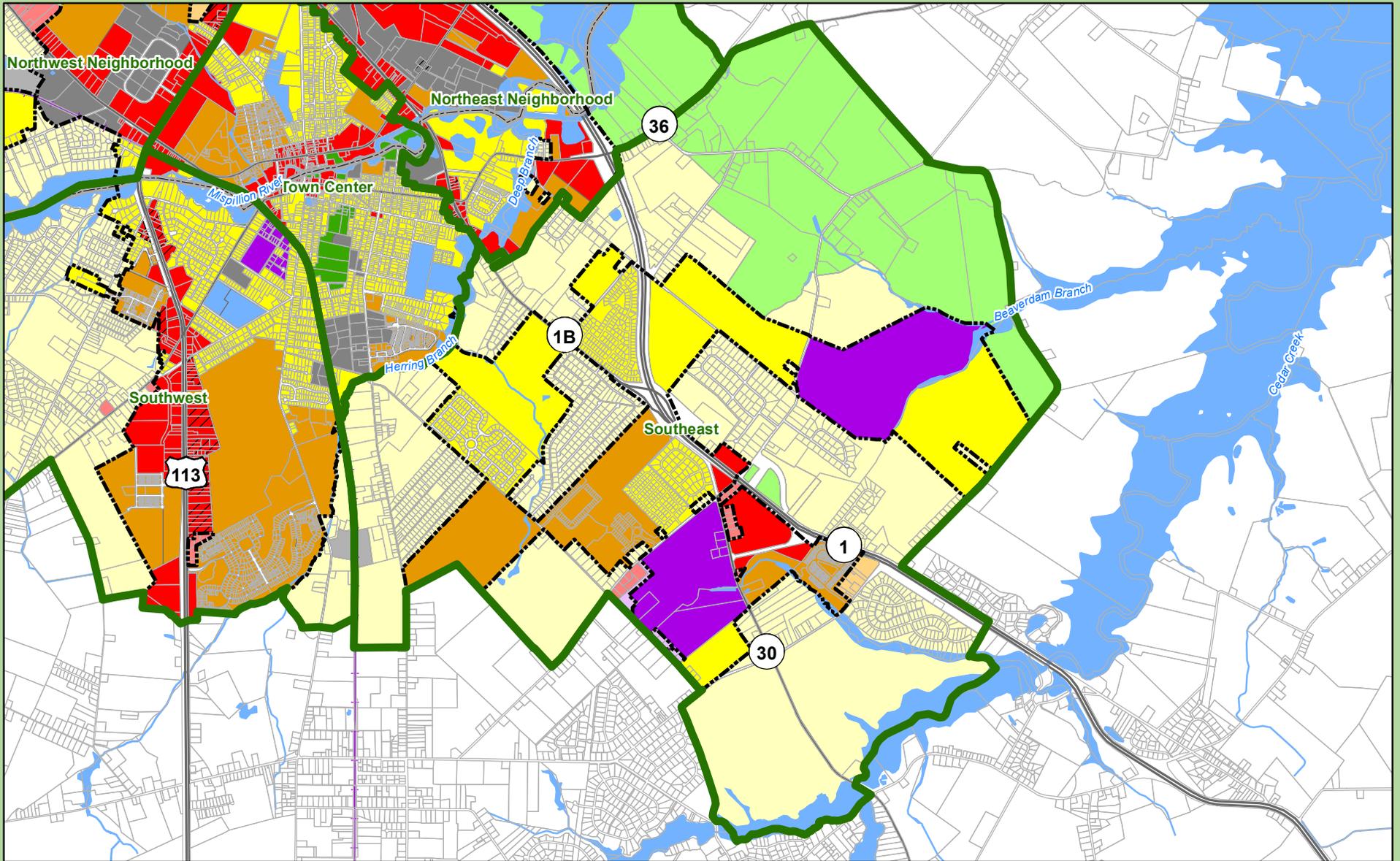
Scale:  Feet
0 500 1,000

Drawn by: WRP Date: 09/10/18

Title:

Annexation
Bright Nest, LLC
Location & Zoning Map

Filepath: Annexation_BrightNest.mxd

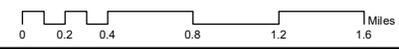


City of Milford, Delaware

Future Land Use

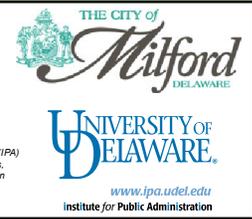
Southeast

Adopted Jan. 22, 2018, Certified TBD

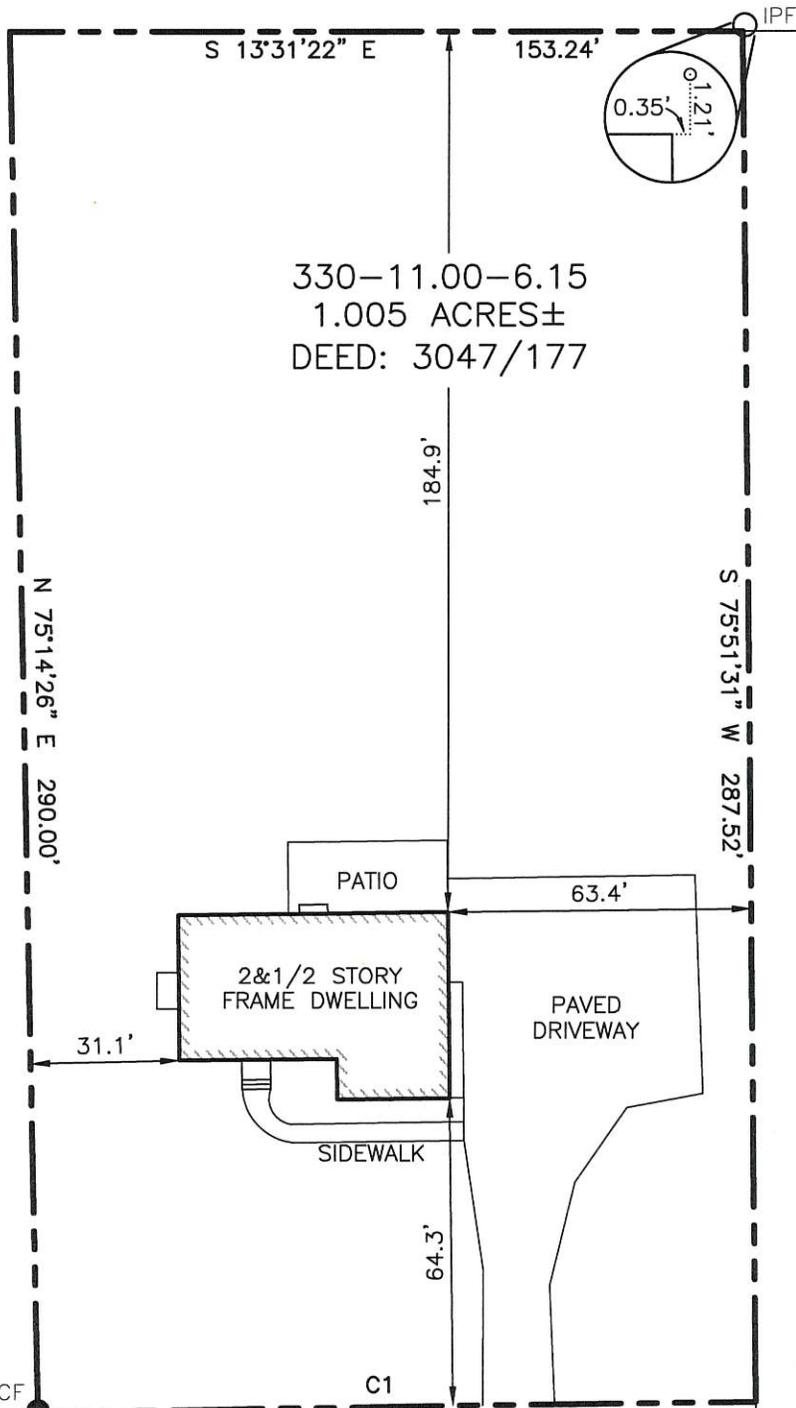


Sources:
 Municipal Boundaries - Delaware Office of State Planning Coordination, FirstMap 10/17.
 DRAFT Future Landuse - City of Milford, Delaware 01/18.
 Road and Rail Network - Delaware Department of Transportation, FirstMap 01/18.
 Hydrology - USGS and EPA, FirstMap 01/18.

Note: This map is provided by the University of Delaware, Institute for Public Administration (IPA) solely for display and reference purposes and is subject to change without notice. No claims, either real or assumed, as to the absolute accuracy or precision of any data contained herein are made by IPA, nor will IPA be held responsible for any use of this document for purposes other than which it was intended.

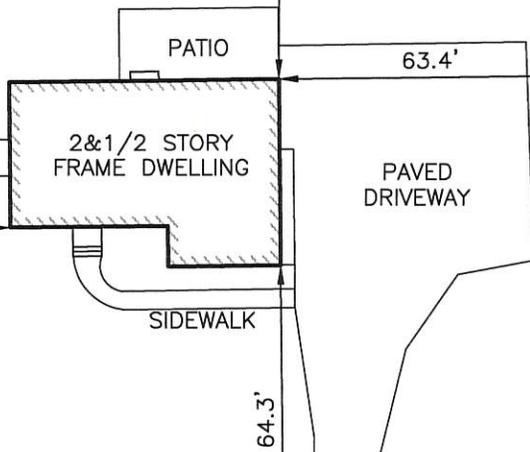


CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA
C1	13917.52	150.11	150.11	N 14°27'00" W	0°37'05"

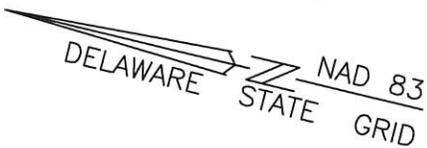


N/F
BAYHEALTH MEDICAL
CENTER INC.
330-11.00-6.00
DEED: 4890/125

N/F
ALBERT T. COVERDALE
TRUSTEE
330-11.00-6.14
DEED: 2421/89



CEDAR CREEK ROAD
(DE-30 R.O.W. VARIES)

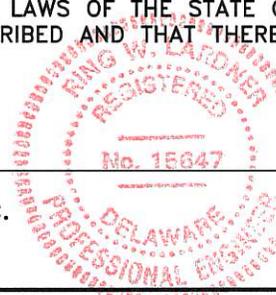


ENGINEER'S STATEMENT

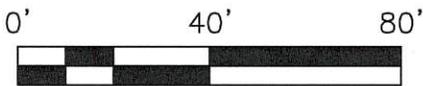
I, RING W. LARDNER, P.E., HEREBY STATE THAT I AM A REGISTERED ENGINEER IN THE STATE OF DELAWARE, THAT THE INFORMATION SHOWN HEREON HAS BEEN PREPARED UNDER MY SUPERVISION AND TO MY BEST KNOWLEDGE AND BELIEF REPRESENTS GOOD ENGINEERING PRACTICES AS REQUIRED BY THE APPLICABLE LAWS OF THE STATE OF DELAWARE; THAT THE PARCELS CLOSE AS DESCRIBED AND THAT THERE ARE NO OVERLAPS OR GAPS.

[Signature]

RING W. LARDNER, P.E.
DAVIS, BOWEN & FRIEDEL, INC.
1 PARK AVENUE
MILFORD, DELAWARE, 19963



9/6/2018
DATE



SALISBURY, MARYLAND (410) 543-9091
MILFORD, DELAWARE (302) 424-1441
EASTON, MARYLAND (410) 770-4744

BOUNDARY SURVEY PLAN
of the Lands of
DEREK R. PARKER & SHAWN L. BERNHARD
CEDAR CREEK HUNDRED
SUSSEX COUNTY, DELAWARE

Date: 9/5/18 Scale: 1"=40' Proj.No.: 3027A002

Derek R. Parker
Shawn L. Bernhard
7195 Cedar Creek Road
Milford, DE 19963

August 3, 2018

City of Milford
City Council
201 South Walnut Street
Milford, Delaware 19963

Re: Annexation Request
Sussex County Tax Map No. 3-30-11.00-6.15
Property Address: 7195 Cedar Creek Road Milford, DE 19963

Dear Mayor and City Council,

Please accept this letter as our formal request for annexation of the above referenced parcel into the City of Milford. The land is currently zoned as Agricultural Residential (AR-1) and the Land Use is Single-Family Dwellings. As per the City's 2018 Comprehensive Plan the parcel is located in proposed commercial area. Based on this, we are requesting Highway Commercial District (C-3) zoning for this parcel, which contains 1.01 +/- acres. The purpose of this request is to utilize all the services and resources that the City has to offer as well as provide support to the adjacent hospital currently under construction.

If you should have any questions, please contact us via Davis, Bowen & Friedel, Inc. at 302-424-1441.

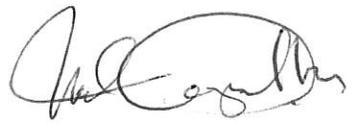
Sincerely,



Derek R. Parker



Shawn L. Bernhard



WITNESS

LEGAL DESCRIPTION

LANDS OF

DEREK R. PARKER & SHAWN L. BERNHARD

TAX PARCEL 3-30-11.00-6.15

August 10, 2018

BEING all that piece or parcel of land, hereinafter described, situate, lying and being located in Cedar Creek Hundred, Sussex County, Delaware; as shown on a plot entitled, "Boundary Survey of lands of Derek R. Parker & Shawn L. Bernhard" prepared by Davis, Bowen & Friedel, Inc., dated August 2018, said piece or parcel of land being more particularly described as follows:

BEGINNING at an iron rod with cap found at a point on the easterly right-of-way line of Cedar Creek Road, said beginning point being formed by the intersection of the southerly line of lands of, now or formerly, Bayhealth Medical Center, Inc., as recorded in the Office of the Recorder of Deeds in and for Sussex County and the State of Delaware in Deed Book 4890, Page 125, with the easterly right-of-way line of Cedar Creek Road; thence,

1) leaving said right-of-way line of Cedar Creek Road and running by and with said Bayhealth lands, the following 2 courses and distances, North 75 degrees 14 minutes 26 seconds East 290.00 feet to a point; thence,

2) South 13 degrees 31 minutes 22 seconds East 153.24 feet to a point on the northerly line of lands of, now or formerly, Albert T. & Beverly J Coverdale, Trustee, as recorded in said Office of the Recorder of Deeds in Deed Book 2421, Page 89; thence,

3) leaving said Bayhealth lands and running by and with said Coverdale lands, South 75 degrees 51 minutes 31 seconds West 287.52 feet to a point on the aforementioned right-of-way line of Cedar Creek Road; thence,

4) leaving said Coverdale lands and running by and with said right-of-way line of Cedar Creek Road, along a curve to the left, having a radius of 13917.52 feet, an arc length of 150.11 feet and a chord bearing and distance of North 14 degrees 27 minutes 00 seconds West 150.11 feet to the point and place of beginning; **CONTAINING** 43,773 square feet of land, more or less.

City of Milford
RESOLUTION 2018-17

Annexation/Lands belonging to Derek R. Parker & Shawn L. Bernhard
Tax Map 3-30-11.00-6.15
1.01 +/- Acres
Current Zone AR-1/Proposed Zone C-3

COMMITTEE DIRECTED TO INVESTIGATE ANNEXATION

Whereas, a Petition, signed by the legal property owners and duly witnessed, requesting annexation into the City of Milford, all that piece or parcel of land, hereinafter described, situate, lying and being on the northeasterly side of Business Route 1 and located in the City of Milford, Cedar Creek Hundred, Sussex County, Delaware; said piece or parcel of land being more particularly described as follows:

DEREK R. PARKER & SHAWN L. BERNHARD
7195 Cedar Creek Road, Lincoln, DE 19960
TAX PARCEL 3-30-11.00-6.15

BEING all that piece or parcel of land, hereinafter described, situate, lying and being located in Cedar Creek Hundred, Sussex County, Delaware; as shown on a plot entitled, "Boundary Survey of lands of Derek R. Parker & Shawn L. Bernhard" prepared by Davis, Bowen & Friedel, Inc., dated August 2018, said piece or parcel of land being more particularly described as follows:

BEGINNING at an iron rod with cap found at a point on the easterly right-of-way line of Cedar Creek Road, said beginning point being formed by the intersection of the southerly line of lands of, now or formerly, Bayhealth Medical Center, Inc., as recorded in the Office of the Recorder of Deeds in and for Sussex County and the State of Delaware in Deed Book 4890, Page 125, with the easterly right-of-way line of Cedar Creek Road; thence,

1) leaving said right-of-way line of Cedar Creek Road and running by and with said Bayhealth lands, the following 2 courses and distances, North 75 degrees 14 minutes 26 seconds East 290.00 feet to a point; thence,

2) South 13 degrees 31 minutes 22 seconds East 153.24 feet to a point on the northerly line of lands of, now or formerly, Albert T. & Beverly J Coverdale, Trustee, as recorded in said Office of the Recorder of Deeds in Deed Book 2421, Page 89; thence,

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4) leaving said Coverdale lands and running by and with said right-of-way line of Cedar Creek Road, along a curve to the left, having a radius of 13917.52 feet, an arc length of 150.11 feet and a chord bearing and distance of North 14 degrees 27 minutes 00 seconds West 150.11 feet to the point and place of beginning;

CONTAINING 1.01 acres of land, more or less.

has been submitted to the City Council of the City of Milford.

Now, Therefore, a Committee, composed of three (3) elected members of City Council and one (1) member of the Planning Commission has been appointed by the Mayor to investigate the possibility of annexing said property, said Committee to be comprised of Chair Owen Brooks, Councilmembers Christopher Mergner and James Starling Sr. along with Planning Commission Chairman Marvin Sharp.

Be It Further Resolved, that said Committee shall submit a written report containing its findings and conclusions, including the advantages and disadvantages of the proposed annexation both to the City and to the property proposed to be annexed and said report shall further contain the committees' recommendations whether or not to proceed with the proposed annexation and the reasons therefor.

City Clerk Teresa K. Hudson

Adopted: September 24, 2018



September 21, 2018

TO: Mayor and City Council
FROM: Eric Norenberg
SUBJECT: City Hall Staff / Operations Storm Response and Planning for Recovery

Purpose

On Tuesday, September 11, over four inches of rain fell in Milford in a short period of time on already saturated ground. During that hour and a half downpour, water entered the basement of City Hall from a number of different points. Though we have seen rainwater intrusion in the basement on several occasions this year, water was entering through cracks, crevices, etc. that had never resulted in intrusion before. The purpose of this memo is to provide updated information to City Council and to request appropriation of additional funds for the initial stages of response.

Background

When City Hall was remodeled in 2008, some work was done to seal the basement. However, that was unsuccessful. Since 2010, we have had 14 instances of water intrusion into the basement that required contracting with ServPro to bring in dehumidifiers, fans, extractors, etc. costing nearly \$15,000. (This does not include minor instances that did not require ServPro, the ongoing operation of the industrial dehumidifier in the basement, or the September 11 incident.) In some cases, the fans and dehumidifiers had to remain for several days, disrupting our staff and adversely impacting our customers.

Until this month, the worst storm incident was last summer when rainwater rushed into the basement via overtaxed drains at the exterior stairwells. Since then, we have kept sandbags at those doorways to be ready when heavy rain was predicted. Other staff and I have come in to City Hall on a number of occasions on evenings and weekends to move sandbags into position when heavy rains occurred that were not forecast or to check on possible damage so that response and recovery could begin sooner than Monday.

In the aftermath of prior storms, file boxes, computer hardware, and some furniture had been placed on pallets or blocks to elevate above the usual level of intrusion. We were fortunate that we only had 3-4 inches of water in the basement during this storm. Had those other measures not been taken or the water levels been higher, the damage would have been worse. Nevertheless, the damage from this storm and the likelihood of worse storms in the future require alternatives be evaluated.

My highest priority is the safety of our staff. Close behind that is the priority of keeping our IT systems up and running and serving our customers. As a result of the quickly-rising stormwaters, our staff were in wet waters near live electrical services and equipment. IT staff had to quickly shut down IT equipment to prevent significant damage. I am glad no employees were injured and that no major IT equipment was damaged. Fortunately, utility customers were only inconvenienced for few hours until systems could be restored.

Discussion

ServPro arrived the evening after the storm to begin response so that our IT systems could be restored. As a result of the storm and requirements of the State Archives Office, all paper records were removed from the basement within 72 hours. Decisions were made to evacuate staff to safe quarters, away from developing mold and so they could work near the records that were required to be removed. Other furnishings that could be damaged from continued presence in the basement were removed and environmental testing was completed.

When planning for and managing any disaster, there are a number of stages:

- Mitigation – Preparing to minimizing the effects of disaster.
- Preparedness - Planning how to respond.
- Response - Efforts to minimize the hazards created by a disaster.
- Recovery - Returning to normal.

We are still in the response phase of this event, but are starting to plan for recovery and to mitigate from future events disrupting operations and possibly harming staff.

Response costs to date:

- ServPro (extraction of water, preliminary drying of basement): \$2,000 (estimate)
- Sussex Environmental (air and mold sampling and testing): \$885
- Movers: \$1,600 (estimate)
- Boxes: \$288

In the coming weeks we anticipate the following expenses to complete response and begin recover:

- Final remediation (removal of remaining wet insulation, drywall, etc. removal of damaged carpet, and elimination/treatment of mold, etc.): Estimated cost: \$12,500

Future costs: I intend to present a plan to City Council during the October 8 City Council meeting that will address short-term (1-3 months) recovery and mitigation measures, including additional staff relocation plans and options for additional repairs to the basement. Key priorities as we develop these plans are:

- Preserve the health and safety of City employees and the public
- Provide excellent, convenient customer service
- Maintain centrally-located services in the downtown area
- Take cost-effective, responsible measures that appropriately address current needs and prepare for the future, including mitigating future risks

In addition, we will identify any longer-term mitigation measures that may be necessary.

Recommendation

Tonight, City Council is asked to approve an appropriation from General Fund Reserves in the amount of \$17,500 to cover the initial recovery from the September 11, 2018 storm.

Delaware Department of Archives

Drying two boxes of wet records.

September 2018



