City of Milford

CITY COUNCIL AGENDA

Monday, January 14, 2019

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

7:00 P.M.
COUNCIL MEETING

Call to Order - Mayor Archie Campbell

Invocation

Pledge of Allegiance

Approval of Previous Minutes

Recognition
- Proclamation 2019-01/School Choice Week

Monthly Police Report

Monthly City Manager Report

Monthly City Finance Report

Committee & Ward Reports

Communication & Correspondence

Unfinished Business
- Funding Appropriation/Future Police Substation Site/A1 Property/ Environmental Evaluation Phase II

New Business
- Approval/Progressive Engineering Consultants' 2019 Engineering Services Contract

- DEMEC/Alternate Board Member Designation
  - *Adoption/Resolution 2019-03/Appointment of Director & Alternate Director ®

- Authorization/Funding Appropriation/Police Department
  - Two Additional Full-time Dispatcher Positions

Introduction/Ordinance 2018-31/Conditional Use
DCRAC on behalf of the City of Milford
604 North Walnut Street
Tax Map MD-16-183.06-02-14.00
Present Use: Municipal Facility (Armory); Proposed Use: Community Service Building

Introduction/Ordinance 2019-03/Amended Liborio Watergate LLC Subdivision Plan/
Watergate Subdivision
East side of Marshall Street north of the Elks Lodge Road Intersection
Tax Map 3-30-11.09-029.00; -029.03; -30.00 through -032.00; 3-30-11.09-101.00 through -304.00

Introduction/Ordinance 2019-04/Chapter 230/Zoning Code/Conditional Use Request
Two Farms, Incorporated/Royal Farms
562 & 566 South DuPont Boulevard, Milford, Delaware
Tax Parcels 1-30-3.11-003.00 & 004.00
Zoning Code 230-14(C)(14)

Approval/Funding Appropriation/Fuel Management System Replacement

Approval/Funding Appropriation/Project Management
City Hall Basement Waterproofing & Restoration

Council Member Appointment/Community & Economic Development Committee

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 Council Meeting 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.*

111618 111918 112818 120318 121218 010419
*010519 Agenda Realigned and Vote Clarification (CC)
011119 Item Removed

MILFORD CITY COUNCIL
MINUTES OF MEETING
December 10, 2018

A Meeting of the City of Milford Finance and Public Works Committee was held in the Joseph Ronnie Rogers Council Chambers at Milford City Hall, 201 South Walnut Street, Milford, Delaware on Monday, December 10, 2018.

PRESIDING: Committee Member Lisa Ingram Peel

IN ATTENDANCE: Committee Member Mike Boyle

Mayor Arthur Campbell

STAFF: City Manager Eric Norenberg and City Clerk Terri Hudson

ABSENT: Chairman Douglas Morrow

Public Works Director Mark Whitfield was also in attendance.

CALL TO ORDER

Called to order at 5:30 p.m. by Committee Member Peel as was requested via cell phone text by Chairman Morrow (absent).

UNFINISHED BUSINESS

Project Updates

Mr. Whitfield reported that testing of both electrical substations have been completed. Overall, things are in good order though there are a couple of cracked CT's that need repairing/replacing in the upcoming month.

The Riverwalk light replacement project has been postponed until spring. A number of lights will be refurbished and put back in place at that time.

There are approximately 95% of electric meters and 45% of water meters that have been replaced as part of the Smart Metering project. Because that side is proceeding in a much slower manner than anticipated, AMP plans to increase the number of crews that are currently working in the Seaford area in hopes of moving it along at a faster pace.

Several pieces of electric equipment will be bid over the next several months.

Work continues on the Tenth Street Water tower. The inside and outside will be repainted in the spring at which time it will be taken off line. Caution will be taken during high demand periods as a result.

The installation of an altitude valve and freeze protection will be added to the Caulk tower. The altitude valve will provide the ability to fill the Southeast tower. Presently, due to elevation differences and without an altitude valve at the Caulk tower, the 750,000 gallon Southeast tank can only be filled to approximately 600,000 gallons.

Merestone Consulting Engineers is rehabbing Mispillion, McColley and Marshall Streets. The work will be bid this upcoming spring.

Council authorized funding to resurface a number of streets. Those streets continue to be checked for underground water, sewer and other lines.

An electrical engineering firm continues to standardize the sewer pump station and water treatment plant controls to eliminate the hodgepodge methods being used now.

Work continues with the DelDOT engineering firm on the pedestrian ADA compliant crossing over the North Walnut Street

bridge, that will also be used as a means to slow down traffic. He received a proposal from KCI and is working on a contract. The goal is to obtain outside funding for the project based on the interest from DelDOT and other local legislators. He is unsure of exact time line at this point.

The City Manager added they are hoping to engage the downtown business community into a possible art design for the project related to the City and/or river.

The lights in the center of the Northeast Front Street Parking lot that is shared with Arena's, have been moved to the perimeter. Pavement patching and curb work is being done to better define access into the lot. That work, along with restriping of the lot will be completed in the spring.

The Public Works HVAC project is proceeding after its finalization last week. It will be bid in January and awarded in February. At the same time, the renovation work will be bid so that it can be presented to Council as a total package.

The major, unanticipated project this year was the basement flooding of City Hall which has consumed a fair amount of staff time, including the work needed to relocate staff. The City Manager plans to take the Committee members on a tour of the basement so they can see first hand the work that is needed. The biggest concern remains the mold, was much more extensive and has resulted in the need to completely demolish the basement.

Mr. Norenberg added that most of the drywall and ceiling needs to be removed as a result. Fortunately, the area around the servers will not be impacted. He will explain during the tour how the studs will remain so the drywall can be reinstalled on the same framing. That phase will be done once the treatment is completed.

Lastly, Mr. Whitfield reported that several windows at Customer Service were addressed because they were badly leaking.

The State Fire Marshal confirmed the second floor at that site cannot be used without a second egress because the existing stairway does not meet code. An enclosed or open exterior staircase would need to be added.

It was confirmed the usable space on the second floor includes a meeting room, vault, bathroom and storage room. However, the entire area would need to be updated. It is a much smaller area when compared to the first floor layout.

Mr. Whitfield reported that letters went out to the property owners that needed sidewalk repair in which they were informed a formal letter would be mailed this spring.

The project is planned to be rebid in the spring so that the costs can be provided to the property owners so they can make a more informed decision of whether to hire a private contractor or go through the City. Of the two dozen or so related phone calls received, the majority requested their property be added to the list for the City to handle.

He also noted that a couple properties had been removed from the initial list for various reasons. In addition, the property owners were very pleased that any damage caused by water meters or electric poles was being repaired at the expense of the City.

No determination has been made in regard to the administrative fee and interest component. The City Manager and Public Works Director are also working with a foundation who may be able to underwrite those property owners who cannot afford the repair costs.

Water Ordinance Update

Mr. Whitfield reported the proposed ordinance is included in the packet which includes the recommendations previously discussed.

His memo included answers to the questions and concerns Council has previously raised, with regard to the increase in fines and the countywide survey that was done. Milford's fines were very low in comparison in surrounding municipalities.

Based on the number of irrigation meters Milford is aware of, the average irrigation meter is using approximately 1.8 times what a normal household would use. As a result, there is an impact to a public water system, to the treatment of the water, storage of the water and the pump needed to service the irrigation.

If Milford continues in this direction, the infrastructure will need to be updated/increased to meet those needs. Based on that information, the recommendation is to charge a 1 EDU impact fee per irrigation meter moving forward. One of the things USF will be reviewing during their study are impact fees and any differential in residential and commercial irrigation systems.

Councilwoman Peel has been in contact with Rogers Funeral Home to keep them informed of the proposed changes and informed the owner it would be discussed in December.

Mr. Norenberg agreed adding that he was going to inform him to attend the meeting the ordinance was scheduled for adoption and public comment taken.

To install an irrigation well, the recommended proposal is to lower the restriction to two acres or more.

A section for pond-filled wells was also added because the current code does not address wet ponds.

The ordinance presently has a $35 inspection fee that covers multiple inspections. However, because it actually costs approximately $50 each time staff is sent out, the recommendation is for a $100 inspection fee that would cover two inspections. Additional inspections would be $50.

Also recommended is a $50 account set-up fee to pay for the staff time in creating a new City utility account. The fee would be charged only if there was no other utility account with the City. Presently there is a $50 set up fee for electric service accounts only. If a property already has an electric account, the City would not collect another $50.

The current Code does not include language about pipe installation and inspection from the structure to the meter pit (private property). Neither is this covered under the Building Code, though the City inspected new construction as well as replacement lines. For new services, a permit is required due to the meter installation though no permit is required if a line is replaced.

All fees were pulled from the Code so that they can be updated on a regular basis by resolution to prevent going through the ordinance process each time.

Sewer Ordinance Update

Mr. Whitfield explained that a lot of the City's Code is redundant to the Kent County Ordinance. In many situations, those items were deleted and the Kent County Ordinance referenced.

The EDU and fixture count tabulations were also removed. Presently the City uses the Kent County flow rate per fixture unit and impact fees based on Specific Assessment by Usage. Again the code will refer to Kent County Code to prevent the need for unnecessary changes.

He also recommends the Finance and Public Works Committee consider increasing fines from the minimum $50/maximum $500 to minimum $100 /$1000 maximum.

The same inspection fee, as in the water code, is also being recommended. A flat $100 fee for inspection, which includes two site inspections, and a $50 additional fee for each inspection visit beyond the two inspections, is being added.

Currently, the fee for installing a cleanout is $300 and based on Mr. Whitfield's interpretation, the City would be installing the cleanout. Costs for the materials alone are close to $300 and the recommendation is to amend that to the construction costs (materials and labor) plus a 10% Administrative Fee.

Cost of Service Study Update

Mr. Whitfield reported that impact fees were added to the UFS contract that should begin in January. A recommendation would then be provided prior to the budget hearings in the spring.

NEW BUSINESS

Fuel System Upgrade

The Public Works Director explained that our fuel pumps are operating though we have no fuel management system. The current system has been down since mid-August as a result of some software issues. Used since 2010, the OPW/Petro Vend system no longer supports the Windows 7 platform. In order to move forward with OPW, equipment and software would need to be upgraded at a cost of approximately $12,000.

Because of the associated costs, fuel management software alternatives have been considered that would benefit the City in both financial savings and time management.

Vendor proposals were received and it has been determined the Fuel Master system through Syntech best suits the City's needs. Several local companies, including Perdue and KSI use the same system.

The system is cloud based and alleviates the current situation of software being isolated on one PC. Web based software offers real time data reporting, quicker and easier access to data from offsite locations and is multiple user friendly. Available information includes odometer, engine run/idle/PTO engage time, diagnostic trouble codes, check engine light status, max vehicle/engine speed, min/max battery voltage, current fuel/fluid levels, current transmission/engine oil level, engine/transmission oil pressure, engine/transmission oil temperature, and coolant temperature which are very helpful to the garage and department heads.

Access pieces run $327 per vehicle and can be added as we purchase new vehicles. At this point, there is no need to purchase one for each vehicle at this time and instead they can be budgeted accordingly on an annual basis.

He confirmed they can be removed from one vehicle and installed on a different vehicle.

Each vehicle would have a tag and a code number. In addition, employees would use their ID badges that contain radio chips. The cost of the system is $14, 915 with an annual fee of $4,740 for the web-based service.

When asked the time line, Public Works Director Whitfield recommends proceeding with the purchase considering the City currently has an honor system of manually documenting the number of gallons being used. Based on weather conditions and other situations, there could be some flaws.

Mr. Whitfield pointed out that City Accountant Suzannah Frederick performed a cost analysis and determined that about 50% of the fuel used comes from the general fund and 25% from the refuse fund.

In moving forward, he recommends adding a fuel surcharge that would go into a sinking fund for future expenses. Instead of paying $1.75 a gallon, adding an up charge of 15 cents per gallon which set aside funds for future expenses. That would prevent a big hit on a budget when there is a problem.

It was confirmed that each individual department is responsible for their department's vehicles and a maintenance program can be built into the system to track maintenance and send code alerts.

The IT Manager also supports the cloud-based system versus having the information on an individual server.

City Manager Norenberg stated the item will be put on the agenda item for Council to authorize the funding.

Due to the basement tour not being on the agenda, City Manager Norenberg agreed to take Committee Members downstairs individually to show them the work that is needed.

There being no further business, Councilman Boyle moved to adjourn the Committee Meeting, seconded by Councilmember Peel. Motion carried.

The Finance and Public Works Committee meeting adjourned at 6:28 p.m.

Respectfully submitted,

Terri K. Hudson, MMC
City Clerk/Recorder

MILFORD CITY COUNCIL
MINUTES OF MEETING
December 10, 2018

On Monday, December 10, 2018, Milford City Council held a Public Hearing in the Joseph Ronnie Rogers Council Chambers at Milford City Hall, 201 South Walnut Street, Milford, Delaware.

PRESIDING: Mayor Archie Campbell

IN ATTENDANCE: Councilmembers Christopher Mergner, Mike Boyle, Lisa Ingram Peel, Todd Culotta, Owen Brooks Jr, James Starling Sr. and Katrina Wilson

STAFF: City Manager Eric Norenberg, Police Chief Kenneth Brown and City Clerk/Recorder Terri Hudson

COUNSEL: City Solicitor David Rutt, Esquire

ABSENT: Councilmember Douglas Morrow

CALL TO ORDER

Mayor Campbell called the Public Hearing to order at 7:01 p.m.

Solicitor Rutt announced that he had a conflict because he has worked for both applicants and neighbors Mr. and Mrs. Western, who are in attendance. Though the City Solicitor does not have a vote, he is available to answer legal questions and provide interpretations only.

200 NW Front Street LLC on behalf of Ditomasso, John; Wavecrest LLC; Downtown Properties LLC
For a Preliminary Major Subdivision of .66 +/- acres in an R3 Zoning District
Properties are located at 106 N Church St, 201 NW Front St, 205 NW Front Street
207 NW Front St, 209 NW Front St, 211 NW Front Street
Present Use: Vacant Land and Duplexes; Proposed Use: Townhomes
Tax Map MD-16-183.10-02-059.01; -077.00; -079.00; -080.00; -.081.00; -.082.00

Planning Director Rob Pierce was in attendance to review the application.

He reported the following:

The comprehensive land use designation for this area is moderate density/residential and the impacted parcels are zoned R3/Garden Apartment & Townhouse District.

The six properties, consisting of .63 +/- acres, contain a single family dwelling unit, a two-family dwelling unit and several vacant parcels, located west of North Church Street, east of West Street and between Northwest Front and Northwest Second Streets.

A public notice was advertised in the Milford Beacon on October 24, 2018 and all properties within 200 feet of the properties received a notice of the hearings.

The applicant proposes to demolish the two dwelling units and consolidate the six parcels in order to subdivide the property into eight townhouse lots and a common parcel used for parking and stormwater management.

The developers are receiving funds through an approved Delaware State Housing Authority Strong Neighborhood Housing Grant, obtained by Milford Housing Development Incorporation, in partnership with Mr. Bond and Mr. Ditomasso. The partnership received $500,000 in grant funds for ten new home ownership opportunities in the Fourth Ward area. This project provides eight of the ten new dwellings, with the ninth on Northwest Second Street and the tenth location yet to be determined.

The application required several variances from the zoning code which were approved by the Board of Adjustment on August 9, 2018. A copy of the variance approval letter is included in the packet. Variances were associated with the ninth lot, located north of the Western property on North Church, were denied. That parcel has since been removed from the overall plan.

The project, includes the reconfiguration of lands surrounding an adjacent lot owned by Latricia Davis, to eliminate a building encroachment from an adjacent lot owned by Wavecrest LLC (Ditomasso). A strip of land south of the existing home would be conveyed to the Westerns. This would allow the sidewalk to remain on their property in exchange for a piece of land west of the house being provided to 200 NW Front, LLC.

Other than the referenced variances, the application is consistent with the Zoning Code Chapter 230 and complies with the Subdivision Code Chapter 200.

Mr. Pierce recommends the lot line adjustment and consolidation of plats be completed prior to final approval.

In addition to the line adjustment and lot consolidation plat, no objection letters from DelDOT, State Fire Marshal Office, Kent Conservation District, Division of Health and Social Services Office of Drinking Water would be required prior to final approval. The application also requires approval from the City Engineer for utility drawings and other plans.

Comments from the State Agencies were included in the packet and will be addressed as needed. Review comments from City Departments were also added.

Councilman Brooks asked if adequate parking will be provided. Mr. Pierce reported that a parking variance to allow a reduction from 2.5 parking spaces to 2 spaces per unit was approved by the Board of Adjustment. However, since that time, the reconfigured plan now provides for slightly more than the 2.5 spaces required by our code.

DBF Principal/PE Ring Lardner of 1 Park Avenue, represented Applicants Dan Bond and John Ditomasso, who were both in attendance.

Mr. Lardner requested that the comments made by City Planner Director Pierce become part of his testimony and included in the official meeting minutes.

He added the following:

Three townhouses were located on the corner of this parcel in 2011. The building required major renovation and was found to be unsafe and uninhabitable after the work began. That resulted in the building being demolished.

The proposal is to create eight single, family lots with a common driveway to the rear and parking on the side. The parking lot, included in the original plan, will be eliminated and the driveway continued so that seven of the townhouses will have individual driveways to serve their homes and allow the 2.5 spaces per unit. The parking on the top of the plan will remain as planned. With these changes, the plan now over exceeds the required 2.5 spaces per lot. Because of the concerns expressed surrounding the parking situation, the applicants looked for other ways to meet the required parking.

A concrete pad was going to be used for group waste collection/recyclables/yard waste. With the reconfiguration, that area will be moved to rear of the property line. That moves the containers farther away from North Church Street and also addresses Paul and Latricia Davis Westerns' concerns expressed during the Planning Commission hearing.

The lot line adjustment and lot consolidation plot also address some encroachment issues and clean up the property line.

The existing units have services off Northwest Front Street though a couple new water service lines/laterals may need to be added and the older lines abandoned, based on the Public Works Departments' needs.

A white vinyl fence will be installed along property lines, referenced on the map by Mr. Lardner, including the Westerns' property line. It also addressed the requirement for separation of residential subdivisions from adjacent properties. A gap in the fence will allow access to additional properties owned by Wavecrest LLC.

Approvals will be obtained from DelDOT, Fire Marshal, Kent Conservation District and City Departments.

The Planning Commission unanimously recommended approval of the project.

It was confirmed that vehicular traffic would enter the property by driving from the rear. However, front access would be available for pedestrians from the sidewalk.

Councilmember Wilson commented that eight units are a lot, though she understands Milford is in need of affordable housing and this would be an improvement. She appreciates the parking situation being addressed to meet code. She likes the rear driveway access and off-street parking in the designated area as well.

Councilmember Culotta pointed out this is three blocks from the main shopping district and feels the higher density is beneficial to the downtown area. Councilmember Wilson disagreed with an even higher density in the immediate downtown.

Mr. Lardner noted that there were already six units in this block at one point. Adding two more will not have a big impact. He pointed out that townhouses have existed in the block so this is not out of character. He feels the grant money for affordable housing will benefit the entire area.

He emphasized the City code does not have any provisions for redevelopment and infill development. This includes both in the same application and the reason why twelve variances were required to redevelop these historic type parcels.

Mr. Lardner reported that his clients have met with the Westerns and though they may never be 100% satisfied, they believe it will be an overall benefit for the City of Milford, in addition to providing affordable housing for future residents.

Councilmember Wilson recalled the number of years it took to have the house demolished on Northwest Front Street and the associated safety issues and aesthetic problems. She is happy with the fencing which should prevent any potential trash issues as well.

Mr. Lardner also stressed that Mr. Bond and Mr. Ditomasso have been working to create more attractive projects in the City for many years. He feels both want to do the right thing through this project.

Councilmember Wilson agrees though she feels it all boils down to money and she only wants to do things the proper way for our residents.

Councilmember Starling agreed that eight units will be very tight in this area. He rides by this area all the time and is aware there are concerns there already.

Mr. Lardner noted that one of the reasons they did not want driveways off Front Street is because of the traffic volume on State Route 14. He also agrees the street is very busy but having the house almost on the sidewalk is part of the downtown charm that exists along this corridor.

Councilmember Brooks said it's a big improvement because this will take the traffic off Front and Church Streets. He said that besides Front Street, there is also a lot of traffic on Church Street.

Mr. Lardner reported that the townhouses are presently designed as 22 x 40 or approximately 880 square feet, with a minimum of two stories though a three-story product is also being evaluated. He believes they will contain three bedrooms.

Nina Pletcher of 428 South Walnut asked if there will be a capacity limit at the units and asked who will monitor that situation, considering the number of areas with unregulated housing in this community. She asked specifically how many people are allowed in this size unit and who will police that situation.

Planning Director Pierce explained the property maintenance code has some calculations related to how many people can physically live within certain living quarters. He believes it may be one person per one hundred square feet. However, there are different ratios based on number of bedrooms, square footage, etc. It is difficult to provide exact numbers at this point.

When asked if the numbers Mr. Pierce is referring to are non-family inhabitants, Mr. Pierce said he would need to review the specific language though it could be an issue if it involved owner-occupied units with very large families. In such a case, the City would not have the ability to interfere.

Mr. Lardner explained this would be developed under the Downtown Development District, as part of the Strong Neighborhoods Housing Fund and the Multi-Family Mortgage Revenue Bond Program that promotes ownership of the home. He emphasized they are not designed as rentals and will be family-owned, with one family per unit or eight families in the total complex.

When asked about the design, Mr. Lardner explained the unit is designed with three bedrooms upstairs and living space downstairs though they are still evaluating several layouts.

Latricia Davis Western feels this will be a mess, especially with parking. She pointed out there is no place to park now. People are in line for traffic lights and that does not even take into consideration school bus pickups throughout the day. She reiterated it will be a mess though she understands Council will need to make some kind of decision.

Paul Western complimented the applicants stating they have been flexible on the trash set up and he appreciates that in addition to the land swap. Though they have not been given a number, it sounds like they are going to be above the 2.5 parking spots per family. To him that is attractive and his only comments at this point.

Mrs. Davis-Western added that with the three bedrooms, there will most likely be twenty or so people in each house. She then asked where all these people will park adding there is no place to park now.

Councilmember Culotta pointed out there will be eighteen parking spaces with more drive up parking for the homes as was explained earlier. This will have off street parking.

Mrs. Davis-Western said it will still be bad and emphasized that Council does not live there, but they do. Councilman Culotta stated that he lives a half mile from this location.

Mr. Western asked how soon will he be able to see the second update of this plan; Mr. Lardner said he is aware the Westerns were provide the most current plan within the past week or so. However, they can meet with them after the meeting and explain the plan in more detail. They have done some soil work this past week and are waiting on those results, after which they will start on the final design which can be shared with the Westerns and the various agencies. They are hoping to submit the final plan sometime in January with the intent to be back before Council in March or April for final approval though the applicants prefer it be completed sooner.

With no one else wishing to speak, Mayor Campbell closed the floor to any further comment.

Mr. Pierce reiterated that the Strong Neighborhood Fund Program is designed for home ownership opportunities. There is a disadvantage for these homes to be rented out by the people who build them. The applicants could lose the grant funding or even be subject to some hefty reporting requirements with the Housing Authority to maintain the $50,000 per unit grant they received to be used in the fourth ward. The intent is for all eight units to be owner occupied.

Councilmember Peel confirmed there is no request for a change in the density; Mr. Pierce explained there are several variances listed that included a dwelling unit increase of 12 per acre. A variance was approved to increase the density of this area to 14.3 units per acre. She said but they are not building 14 units. Mr. Pierce explained that would be the proposed density per acre, based on the eight units and the .7 or so acres, approved by the Board of Adjustment on August 9, 2018.

In addition the parking variance was approved that day as well.

Solicitor Rutt informed Council the variance was granted to reduce the lot size. There is a minimum lot size of one acre for townhouse projects. This was reduced to .63 acres and with the reduction and eight townhouses, the density became 14.3 units.

Councilmember Wilson pointed out that it had to be reduced to accommodate the eight units. Mr. Pierce stated that the Code

states the minimum size for a townhouse project is one acre. The project should start with a one acre parcel to carve into townhouse lots. That is where some of the argument from the applicant came into regarding infill development and where an acre of ground can be found in these older, established neighborhoods to redevelop into a townhouse project. It would limit a builder to duplexes or single family homes.

The Board of Adjustment felt it was a reasonable request and granted the variance. If it had been denied, the entire project would have stopped. That led to allowing them to review the increase in density request of 2.3 units per acre up to 14.3 units, also approved by the Board.

Mr. Pierce stated for the record, the Planning Commission did review the application and recommended approval at their November meeting by unanimous vote.

Councilmember Wilson said she does not disagree, but wants to make sure we are enhancing our communities and taking our residents into consideration regardless of what is being done. The number eight scares her and that neighborhood, as it exists now, needs to be managed and policed so this has to be a nice project. The parking is another problem and can be tricky. She wants it bo done well but feels it will need to be managed and policed to work, as all neighborhoods need to be, particularly when there are multiple families living in a small area. She is unsure that can be done.

Councilmember Starling asked if this will extend from Church Street to West Street; Mr. Pierce said the one unit on the corner of West and Northwest Front will remain. The other two units, including the two-family unit owned by Mr. Bond and the single family unit owned by Mr. Ditomasso, would be removed. The land between the corner house and Church Street would be the area of the eight townhouse units.

Councilman Brooks said the key is the ownership of each townhouse. He has no problem with it because anyone that owns a house is going to take care of it.

Councilmember Peel added that if they are not taken care of, it is the responsibility of the City and its code department and not the developer.

Councilmember Culotta pointed out that even if did later become rentals and eventually become over populated, it would be a long time into the future. These developers have a lot on the line and would really need to think about that before having to pay $50,000 because they did not comply with the requirements.

Solicitor Rutt then explained the subdivision procedure to Council noting this is only preliminary approval at this point and quoted from the subdivision code “Council shall grant preliminary approval of the application with or without conditions, deny the application or table the application.” He continued by stating if it is granted, the applicant will prepare a final site plan and take it before the Planning Commission who will review the final site plan before it eventually comes back before Council.

Mr. Rutt said Council will need to take action on the application for the preliminary approval. The Board of Adjustment has already approved the variances and the Planning Commission already reviewed it which is why it is now before Council for action.

Councilmember Culotta moved to approve the application, seconded by Councilmember Starling. Motion carried by the following unanimous roll call vote:

Mergner-votes to approve based on the recommendations of the Planning Commission.
Boyle-votes to approve based on the Planning Commission’s recommendation and hopes it is the start of redeveloping downtown.
Peel-votes to approve based on the enhancements it will provide to the area and affordable housing which Milford sorely needs for new homeowners and feels the idea of using this grant along with the great reputation of the applicants speaks volumes.
Culotta-votes to approve based on the improvements to the downtown though he knows there is some concern about density. However, young professionals and millennials moving back into the downtown areas are perfect and this will be affordable and allow them to do that.

Brooks-votes yes it is important that each will be owned by a person and not rentals because ownership which is very important and he knows they will be taken care of because of that.
Starling-right now, he cannot see it though he wants to because he hopes it will help the City. He has to ride by this area tomorrow to check it out because everything is already tight there. He cannot see it but for now, he will vote yes though he might have more to say down the line.
Wilson-votes yes and is all for affordable housing which is always the cry of this community. At the same time, she has concerns and wants to make sure our established residents don't feel uncomfortable with what is going on next door to them which is always a major concern to her. She is voting yes and is pleased about the owner-occupied situation and is pleased when our residents are able to move from one level to another.

The Public Hearing was adjourned by Mayor Campbell at 7:46 p.m.

Respectfully submitted,

Terri K. Hudson, MMC
City Clerk/Recorder

MILFORD CITY COUNCIL
MINUTES OF MEETING
December 10, 2018

A Meeting of Milford City Council was held in the Joseph Ronnie Rogers Council Chambers at Milford City Hall, 201 South Walnut Street, Milford, Delaware on Monday, December 10, 2018.

PRESIDING: Mayor Arthur Campbell

IN ATTENDANCE: Councilmembers Christopher Mergner, Mike Boyle, Lisa Ingram Peel, Todd Culotta Owen Brooks Jr, James Starling Sr. and Katrina Wilson

City Manager Eric Norenberg, Police Chief Kenneth Brown and City Clerk Terri Hudson

COUNSEL: City Solicitor David Rutt, Esquire

ABSENT: Councilmember Douglas Morrow

CALL TO ORDER

Mayor Campbell called the Council Meeting to order at 7:46 p.m.

INVOCATION AND PLEDGE

The Pledge of Allegiance, followed the invocation given by Councilmember Wilson.

APPROVAL OF PREVIOUS MINUTES

Meeting minute approvals were postponed until the December 19, 2018 meeting.

RECOGNITION

No special guests in attendance.

MONTHLY POLICE REPORT

Police Committee Chairperson Wilson presented the monthly Police Report. Chief Brown stated that he has three recruits in the State Police Academy and last week was their midway point. On Thursday night, one of the recruits chose to drop out of the academy which leaves only two now.

Three additional recruits started the New Castle Academy today. He was hoping to put two recruits in the March State Police Academy, but that number is now three.

He also received a resignation from a full-time officer on Thursday who is moving to New Castle County. Fortunately he expected the resignation and had previously reported it to City Council. Though there are no hard feelings, losing one officer is a hardship on the department.

Police Chairperson Wilson pointed out the department is having a hard time keeping police officers for various reasons. Chief Brown said this is a nationwide problem and he continues to work hard recruiting new people. Police applicant pools are down by more than two-thirds and he always hears other Chiefs talk about the same problem.

There being no questions from Council, a motion was made by Councilmember Peel, seconded by Councilmember Mergner to accept the Monthly Police Report as submitted. Motion carried.

MONTHLY CITY MANAGER REPORT

City Manager Norenberg referenced his report that includes updates and photos. Councilmember Mergner moved to accept the City Manager report, seconded by Councilmember Wilson. Motion carried.

MONTHLY FINANCE REPORT

Finance Committee Chairman Morrow reported that with 33% of the Fiscal Year 2018-2019 having passed, 39% of revenues have been received and 30% of the total operating budget expended.

Councilmember Boyle moved to accept the October 2018 Finance Report, seconded by Councilmember Mergner. Motion carried.

COMMITTEE AND WARD REPORTS

Finance and Public Works Committee

Committee Member Peel reported that Public Works Director Mark Whitfield provided updates on the following matters:

Smart Metering Project
95% complete on electric side and 45% of the water meters

Spring Projects:
Street Resurfacing
Riverwalk Light Replacement
Arena's Parking Lot Repaving

Fall Project:
ADA Compliant Cross Walk/Walnut Street

Sidewalk Project:
Preliminary letter mailed that resulted in approximately one dozen phone calls most asking their sidewalks be corrected by the City

Renovation and HVAC Project/Public Works Building:
Going out to bid in January

COMMUNICATIONS & CORRESPONDENCE

No reports.

UNFINISHED BUSINESS

Contract Approval/Funding Appropriation/Vineyard Shipyard Initiative

City Manager Norenberg reported that the Citizen Task Force, who is leading an effort to study the potential redevelopment and cultural and recreational complex at the Vinyard Shipyard, provided a presentation to the Community and Economic Development Committee. The Committee Members were enthusiastic about the possibility and recommended the request be brought before Council and a donation be awarded of $10,000.

With the City of Milford contributing, the hope was to encourage more financial support from other governmental entities.

Mr. Norenberg spoke with the Kent County Administrator who agreed to ask Levy Court to increase their support to $15,000 if City Council agreed to that amount. He was hopeful Sussex County would be willing to match the contribution as well.

Task Force Co-Chair Dan Bond then spoke stating that the task force has been working to find ways to preserve and make public use the Vinyard Shipyard privately owned and restored by Sudler and Joan Lofland. Their concern is the preservation

of that shipyard and a professional study would direct them on how to proceed. City Planning Director Rob Pierce and Mr. Bond created an RFP which was sent to some large firms. Architectural Alliance was selected to do the study for a cost of $56,000 which the committee agreed was very reasonable.

The task force is now raising the money for the study and requested Downtown Milford, Incorporated administer the financing for the project. DMI has sufficient funds to pay the consultant though once the money is raised, DMI will be reimbursed.

Implementing the results of the study could be a multi-year project according to Co-Chair Bond.

An additional fifty acres of land, east of the City, will be included and potentially become part of a major regional recreational and cultural complex.

Mr. Bond emphasized there is a great need for more recreation downtown. In addition, a lot of visitors are coming to Milford by way of DE Turf, looking for places to go between the events they have scheduled in Frederica.

He explained that Kent County's contribution derives from the backing they gave DE Turf. They understand that for them to continue with these tournaments, more activities, hotels and restaurants are needed. Kent County views this as a unique, major activity for those visitors.

They anticipate receiving $20,000 from Sussex County after which they will return to the City of Milford and ask for more funding.

Councilman Culotta moved to authorize Mayor to execute the agreement between the City of Milford and Downtown Milford, Incorporated to assist the group of citizens evaluating the feasibility of developing and expanding the Vinyard Shipyard into a cultural and recreation complex and tourist destination to benefit the downtown Milford area, and authorize $15,000 be paid from the Economic Development Fund, seconded by Councilmember Wilson. Motion carried.

Supplemental Appropriation/Mold Remediation/City Hall Basement

The City Manager reviewed the progress of this project, recalling the original proposal of $12,135.15 and the supplemental estimate of $5,374.47 needed as more mold and water damage was found.

The initial scope of work called for removing damaged drywall from the floor level up to three feet. As the removal of drywall began, more mold was discovered behind the drywall and additional work was added.

Last week that work was reviewed. It was agreed to continue removing the drywall up to one foot below the ceiling in hopes of identifying the extent of the mold. Unfortunately, there was mold at higher levels which mean the mold had spread onto the suspended ceiling tiles.

This week ceiling tiles and drywall continued to be removed. Fortunately, the area adjacent to the IT server room seems to be clear of mold. Work will continue for at least another week. Once the work identified on these estimates is complete, environmental monitoring and testing will take place to ensure all mold has been removed.

The air ducts serving the main floor will also need to be sanitized.

The total of the initial project scope and additional work is $17,509.62. Additional expenses related to testing, duct cleaning or undiscovered issues will need to be addressed prior to the January 14th City Council meeting.

Mr. Norenberg is recommending City Council authorize up to $25,000 from general fund reserves for the basement remediation project.

In the meantime, one of two professional service consultants will be presented to City Council on January 14th for authorization of the restoration of the City Hall basement.

Councilman Boyle confirmed this does not include the site work needed around City Hall. Mr. Norenberg stated that the emphasis is to complete this basement work to prevent it from spreading to other parts of the building. At that point, they will start the bid work for the corrective work.

Councilmember Culotta asked if this only covers the cost of drywall and ceiling remediation; Mr. Norenberg stated that is correct though there is some restoration work also needed. The area that surrounds the servers needs the fire suppression system and the drywall or plywood reinstalled to ensure that area is protected from any potential fires.

Public Works Director Mark Whitfield said they have a good idea of the deficiency in terms of drainage. When the ramp system was added to the rear of the building, there was no under drain installed. As a result, there is no drain to catch any subsurface water that is coming in from the parking lot.

Several options, including a french drain entirely around the interior of the building, were being considered. A couple of experts in this area felt that would not solve the problem totally because there was also water coming through the walls that needed to be captured.

Also reviewed were the drains that go outside of the building that outlet into the drain in the middle of the parking lot. Heavy rain causes the parking lot inlet to flood and the water in the perimeter drain has no place to go except to percolate through the soil or into the building.

The other problem is the sump drains installed in the bottom of the stairwells, approximately twenty-five or so years ago, that take in a significant amount of water during a hard rain storm and drain into sumps under the parking lots. Those sumps are no longer working.

Mr. Whitfield confirmed they have a good idea of the deficiencies though solving them is what they are now working on with the help of these professionals. A french drain may work unless water is coming in and creating moisture issues on the wall itself. Effervescents were found on the outside wall that have most likely caused some of the mold on the insulation and higher portions of the drywall and ceiling.

Mr. Whitfield reported that a detailed, Cadillac design was put together by the City though they were not confident it would solve every problem once they had these conversations. It was agreed that hiring an expert to assist with this project would ensure the money was spent wisely.

Councilmember Wilson moved to authorize up to $25,000 from General Fund Reserves for the continued City Hall Basement Remediation, seconded by Councilmember Culotta. Motion carried.

Appropriation/Funding/TDR Appraisal Services

In September 2018, a presentation was made on the proposed Transfer of Development Rights (TDR) program, including the TDR Bank concept. The TDR Bank approach would allow developers to purchase density credits from the City to be used in designated receiving areas within the Southeast Neighborhood. These funds would be collected and held by the City and used to purchase agricultural easements in designated sending areas with assistance from the Delaware Department of Agriculture (DDA).

Draft code amendments to Chapter 200 Subdivision of Land have been prepared and reviewed by the City Solicitor, but a TDR value must be established and adopted with the code amendment in order for the program to function. That would need to be established by a certified real estate appraiser to ensure the City is valuing each TDR credit appropriately in order to preserve the targeted number of acres of agricultural land as outlined in the Southeast Master Plan.

The City has received a proposal from Karen H. Belinko Appraisals, LLC in the amount of $5,590 to do the initial TDR credit analysis. Ms. Belinko currently performs agricultural easement appraisals for the State of Delaware for the Delaware Agricultural Land Preservation Fund.

Once the appraisal is performed, staff will present both the value and the code amendments to the Planning Commission and

City Council in February or March 2019.

Councilmember Peel moved to appropriate $5,590 from General Fund Reserves for appraisal services associated with the implementation of the City's TDR program, seconded by Councilmember Starling. Motion carried.

NEW BUSINESS

Authorization/Lease/Second Street Players Parking Lot

City Manager Norenberg advised that Milford Second Street Players contacted the City to purchase a portion of municipal land adjacent to the Riverfront Theater for the placement of a 12' x 20' accessory building. The intent was to purchase land directly south of the theater building in order to place an accessory building on the small grassy area and a portion of the existing concrete sidewalk.

After further review, it appears that allowing the group to utilize a small portion of the paved surface west of the theater would be a better option for both parties. The licensed area would include two parking stalls on the northern limits of a dead end drive aisle between the State of Delaware Service Building and Riverfront Theater as shown on the map in the packet.

Councilmember Mergner expressed concern about the material and construction of the shed and its vulnerability to break ins and damage. Mr. Pierce confirmed there are existing accessory storage buildings behind the building and one will be replaced by this larger pre-fab accessory building.

Solicitor Rutt said that the initial lease was changed to a license agreement which can be terminated immediately under certain circumstances. It contains several conditions including required maintenance of the structure and surrounding area. All insurance, indemnity, etc. are included.

When asked who would be responsible if something were stored in the shed that caused fire or other damage to the area and surrounding buildings, Mr. Rutt said they are required to have insurance coverage of $1 million per occurrence and $2 million in the aggregate. The City would be named as a loss payee for the building.

Councilmember Boyle moved to authorize the Mayor to execute a license agreement between the City of Milford and Milford 2nd Street Players, Incorporated for the use of a 20' x 20' portion of the parking lot for the placement of an accessory building adjacent to the rear of the theater, seconded by Councilmember Mergner. Motion carried.

Introduction/Ordinance 2018-29/Annexation of Lands of Gilbert & Irene Simpson
Introduction/Ordinance 2018-30/Change of Zone of Annexed Lands of Gilbert & Irene Simpson

Planning Director Pierce explained Ordinance 2018-29 addresses the approval of the annexation of the Simpson lands at 5919 South Rehoboth Boulevard. The second ordinance addresses the change of zone AR1 in Sussex County to C1 in the City (commercial designation).

It will be presented to the City Planning Commission on December 18, 2018 and a Public Hearing has been scheduled before City Council on December 19, 2018, at which time final action will be taken.

Introduction/Ordinance 2018-32/Annexation of Lands of Derek Parker & Shawn Bernhard
Introduction/Ordinance 2018-33/Change of Zone of Annexed of Lands of Derek Parker & Shawn Bernhard

Planning Director Pierce explained that Ordinance 2018-32 will authorize the annexation of the Parker and Bernhard lands at 7195 Cedar Creek Road adjacent to the new Bayhealth campus. The second ordinance will approve the change of zone from AR1 in Sussex County to C3 in the City of Milford (highway commercial designation).

This will also be presented to the Planning Commission with final authorization requested by City Council on December 19, 2018 following a public hearing.

Introduction/Ordinance 2018-34/Chapter 222/Water Code Amendments

Matter postponed until January 2019.

Introduction/Ordinance 2018-35/Chapter 185/Sewer Code Amendments

Matter postponed until January 2019.

EXECUTIVE SESSION

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

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

Motion carried.

Mayor Campbell recessed the Council Meeting at 8:24 p.m. for the purposes permitted by the Delaware Freedom of Information Act.

Return to Open Session

City Council returned to Open Session at 8:39 p.m.

MPD Teamsters Negotiations
Employee/Position Change

Mayor Campbell announced that no action was needed as a result of the discussion in Executive Session.

The pending police employee issue had been handled by the City Manager. No discussion/action was needed as a result.

ADJOURNMENT

There being no further action, Councilmember Boyle moved to adjourn the Council Meeting, seconded by Councilmember Mergner. Motion carried.

Mayor Campbell adjourned the City Council Meeting at 8:41 p.m.

Respectfully submitted,

Terri K. Hudson, MMC
City Clerk/Recorder

MILFORD CITY COUNCIL
MINUTES OF MEETING
December 19, 2018

A Meeting of Milford City Council was held in the Joseph Ronnie Rogers Council Chambers at Milford City Hall on Wednesday, December 19, 2018.

PRESIDING: Mayor Archie Campbell

IN ATTENDANCE: Councilpersons Mike Boyle, Lisa Ingram Peel, Todd Culotta, Owen Brooks Jr., Douglas Morrow and Katrina Wilson

STAFF: City Manager Eric Norenberg, Police Chief Kenneth Brown and City Clerk/Recorder Terri Hudson

COUNSEL: City Solicitor David Rutt, Esquire

ABSENT: Councilmember Christopher Mergner
Councilmember James Starling Sr.

Planning Director Rob Pierce was also present.

CALL TO ORDER

Mayor Campbell called the Council Meeting to order at 5:30 p.m.

INVOCATION AND PLEDGE

The Pledge of Allegiance followed the invocation given by Councilmember Wilson.

APPROVAL OF PREVIOUS MINUTES

Included in the packet were minutes of the November 13, 2018 and November 26, 2018 Council and Committee Meetings. Councilmember Wilson moved for approval, seconded by Councilmember Peel. Motion carried.

ANNEXATION PETITIONS & PUBLIC HEARINGS

ORDINANCE 2018-29
ORDINANCE 2018-30 (Rescheduled)*
Annexation of Lands belonging to Simpson, Gilbert & Irene
Change of Zone of Annexed Lands
5919 South Rehoboth Boulevard
Tax Parcel 3-30-11.00-043.00
1.90 +/- Acres
Current Zone AR1/Proposed Zone C1

Mr. Pierce reported that public notices were mailed to owners of properties within 200 feet of the subject parcel. The notice was also properly advertised in the Delaware State News and the Milford Beacon. The comprehensive plan shows this as low density residential; the current county zoning is AR1 and the proposed zoning designation is C1 (commercial).

The request is to consider the annexation of 1.9 acres on South Rehoboth Boulevard adjacent to the former batting cage and Putt-A- Rosa. An existing single family home remains on the property though it has been vacant for some time. The plan is to remove the home and incorporate the property with the adjacent commercial land to develop a shopping center.

The Council packet includes the Annexation Committee report from September 24, 2018, signed by the members who

recommended the annexation move forward. Also included is the area map, future land use exhibit showing its compliance with the comprehensive plan and draft version of the annexation agreement which has since been executed.

The Office of State Planning has also accepted the Plan of Services.

The Planning Commission reviewed the application and voted unanimously to recommend annexation with a zoning designation of C1.

Davis, Bowen and Friedel Principal/PE Ring Lardner addressed Council stating that Applicant Doug Motley of Windward Communities LLC in also in attendance.

Mr. Lardner asked that Mr. Pierce's comments be included in his record of testimony on behalf of the application.

He reiterated the request is for a C1 zoning as would be consistent with the surrounding zoning of C3 to the north and the former Putt-A-Rosa complex and small repair shop that fronts South Rehoboth Boulevard. He also referenced the sliver of R3 just to the south of the property and the mix of residential-commercial further south toward Route 30.

The intent is for this parcel to be used in conjunction with the adjacent parcels to the north for a future commercial development. A related conditional use application will be submitted next month. This will also connect to the recent preliminary approval of an apartment complex on the adjacent R3 zoned land.

Mr. Lardner explained a road will extend from South Rehoboth Boulevard to Beaver Dam Road and will inner connect both projects.

The parcel, currently accesses South Rehoboth Boulevard/Business Route 1, and will be reviewed by DelDOT for its future development. The homes intend to be demolished as part of the future commercial project.

The parcel is consistent with the comprehensive land use plan.

The plan of services was reviewed and approved by the Office of State Planning and a signed annexation and plan of services agreement has been delivered to the City.

Concluding, he asked Council to respectfully approve the annexation of this parcel into the City of Milford with a C1 zoning.

Mayor Campbell then opened the floor to public comments. No one responded and the public comment session was then closed.

There being no further comments, Councilmember Brooks moved to adopt Ordinance 2018-29, annexing the lands belonging to Gilbert and Irene Simpson at 5919 South Rehoboth Boulevard, Tax Parcel 3-30-11.00-043.00, into the City of Milford, seconded by Councilmember Morrow:

ORDINANCE 2018-29
Annexation of Lands belonging to Gilbert C. & Irene D. Simpson
5919 South Rehoboth Boulevard
Tax Parcel 3-30-11.00-043.00
1.90 +/- Acres

WHEREAS, the City of Milford has been requested to annex the lands, located at 5919 South Rehoboth Boulevard, Milford, Tax Parcel 3-30-11.00-043.00, and set forth in Exhibit A, attached hereto, by the legal owner of the area proposed to be annexed; and

WHEREAS, during their regular meeting on the 18th day of December 2018, the Planning Commission was presented and reviewed the annexation petition; and

WHEREAS, it was determined the requested annexation complies with the City of Milford Comprehensive Land and Future

Land Use Map; and

WHEREAS, after a thorough review of the findings submitted by the City of Milford Annexation Committee and a favorable recommendation of Planning Commission, and consideration of any comments from interested persons, the City Council of the City of Milford, at a Special Meeting on this 19th day of December 2018, desires to extend the city boundary lines to include said tract of land.

NOW, THEREFORE, THE CITY OF MILFORD HEREBY ORDAINS:

Section 1. The boundary of the City of Milford, as presently established, is hereby extended to include by annexation, all that certain tract of land consisting of 1.90 +/- acres, as shown on the plan denoted as Exhibit A, and described by the legal description referred to as Exhibit B, attached hereto and made a part hereof.

Section 2. A Plan of Services has been completed in accordance with Delaware Code and accepted by all necessary agencies.

Section 3. Following a favorable vote by City Council, said area shall be included in the geographical and political subdivision of the City of Milford known as Ward 1 beginning on the effective date of this Ordinance.

Section 5. The City Planner is hereby directed to secure a plot of the territory, the legal description of the property and associated Ordinances, as certified by the City Clerk, for recording purposes in the Sussex County Office of the Recorder of Deeds, and in accordance with the Charter of the City of Milford.

Section 6. Dates.
Introduction to City Council: December 10, 2018
Planning Commission Review & Recommendation: December 18, 2018
Adopted by City Council: December 19, 2018
Effective: December 29, 2018

Exhibit A (See attached).

Exhibit B
LEGAL DESCRIPTION
GILBERT C. SIMPSON
IRENE D. SIMPSON
TAX PARCELS 3-30-11.00-43.00

May 29, 2018

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:

BEGINNING at a point formed by the intersection of the northeasterly right-of-way line of said Business Route 1 with the northwesterly line of the lands of, now or formerly, Jesse C. Webb, Sr. and Joyce L. Webb, as recorded in the Office of the Recorder of Deeds in and for Sussex County and the State of Delaware in Deed Book 3349, Page 256; said beginning point being coordinated on the Delaware State Grid as North 330,144.801 feet, East 657,801.748; thence,

1) leaving said Webb lands and running by and with said Business Route 1, North 32 degrees 55 minutes 23 seconds West 211.06 feet to a point on the southeasterly line of the lands of, now or formerly, Janet R. Swain, as recorded in said Office of the Recorder of Deeds in Deed Book 2635, Page 47, thence,

2) leaving said Business Route 1 and running by and with said Swain lands, North 58 degrees 33 minutes 27 seconds East 400.53 feet to a point on the southwesterly line of other lands of, now or formerly, Janet R. Swain, identified as Tax Parcel 3-30-11.00-264.00, thence,

3) leaving said Swain lands and running by and with said other Swain lands, South 32 degrees 56 minutes 20 seconds East 211.09 feet to a point on said northwesterly line of Webb lands, thence,

4) leaving said other Swain lands and running by and with said Webb lands, South 58 degrees 33 minutes 43 seconds West 400.59 feet to the point and place of beginning;

CONTAINING 1.940 acres of land, more or less.

Motion carried unanimously.

Councilmember Brooks moved to adopt Ordinance 2018-30, seconded by Councilmember Morrow:

ORDINANCE 2018-30
Change of Zone of Annexed Land belonging to Gilbert C. & Irene D. Simpson
5919 South Rehoboth Boulevard
Tax Parcel 3-30-11.00-043.00
1.90 +/- Acres
Current Zone AR1/Proposed Zone C1

AN ORDINANCE OF THE CITY OF MILFORD, DELAWARE to amend the zoning map of the City of Milford by adding 1.90 +/- acres of newly annexed lands and changing the zoning classification from AR1 (Sussex County-Agricultural Residential) to C1 (City of Milford-Community (Neighborhood) Commercial) at 5919 South Rehoboth Boulevard, Milford, Delaware.

WHEREAS, in accordance with Title 22 of the Delaware State Code and Chapter 230 of the City of Milford Code, the City provided public notice by advertisement in the Delaware State News and the Milford Beacon and by mailing public notices to property owners within a 200-foot radius of the site of the property being considered for a change of zone; and

WHEREAS, on Tuesday, December 18, 2018, the Planning Commission held the noticed public hearing during which interested persons had an opportunity to testify in support of, or opposition to, the proposed zoning change, after which a recommendation by favorable vote of the Commissioners was made; and

WHEREAS, City Council has considered all evidence presented, public comments and the Planning Commission's recommendation at their hearing on Wednesday, December 19, 2018, and have deemed it to be in the best interest of the City of Milford to allow the change of zone as herein described.

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

Upon the adoption of this ordinance, Tax Parcel 3-30-11.00-043.00, owned by Gilbert C. & Irene D. Simpson, Tax Parcel 3-30-11.00-043.00, addressed at 5919 South Rehoboth Boulevard, is hereby zoned C1-Community (Neighborhood) Commercial District.

Dates:
City Council Introduction: December 10, 2018
Planning Commission Review & Public Hearing: December 18, 2018
City Council Public Hearing & Adoption: December 19, 2018
Effective: December 29, 2018

Motion carried unanimously by the following roll call vote:

Boyle-votes yes stating that it is consistent with the City's comp plan and the development of that property will help overall area.
Peel-votes yes and agrees with the Annexation Committee recommendation and the comprehensive plan.
Culotta-votes yes for the same reasons as were stated.
Brooks-votes yes for the same reasons stated.

Morrow-votes yes in agreement with the previous statements in addition to the request receiving a unanimous vote of the Planning Commission.
Wilson-votes yes and agrees with Councilman Morrows' reasons.

ORDINANCE 2018-32
ORDINANCE 2018-33
Annexation of Lands belonging to Derek R. Parker and Shawn L. Bernhard
Change of Zone of Annexed Lands
7195 Cedar Creek Road, Lincoln, DE 19960
Tax Parcel 3-30-11.00-006.15
1.01 +/- Acres
Current Zone AR1/Proposed Zone C3

Planning Director Pierce reviewed the annexation request of lands belonging to Derek Parker and Shawn Bernhard located at 7195 Cedar Creed Road, Lincoln, on behalf of Applicant Bright Nest LLC.

The comprehensive plan for the property is commercial. The current county zoning is AR1 and the applicant is seeking a C3 highway commercial designation. The existing single family dwelling on the property will be converted to a medical office building upon annexation.

The packet includes a signed Annexation Committee report from September 24, 2018, whose members recommended the annexation move forward. Also included is the future land use exhibit illustrating it is consistent with the comprehensive plan. A signed annexation/plan of services agreement is also included.

The State Planning Office reviewed the plan and accepted it in accordance with State law.

The Planning Commission recommended approval of the annexation and the change of zone by unanimous vote at their meeting last evening.

DBF Principal/PE Ring Lardner was present on behalf of this application as well. He noted that Applicant Dr. Noel Anupol and his wife Jenn of Bright Nest LLC were also in attendance.

He again requested the Planning Director's comments be made part of the record and part of his testimony.

Mr. Lardner reported the applicant is requesting the property be zoned C3 to be consistent with the surrounding zoning. The parcel to the east is the former Hall property annexed approximately ten years ago with a C3 designation and the Bayhealth Campus now has an institutional use and is scheduled to open in February 2019.

It is the applicant's intent to convert the single family dwelling into a medical office. DBF is currently working with Dr. Anupol on the conversion.

The parcel is currently accessed by Cedar Creek Road/SR 30 and will be reviewed by DelDOT as is required by the conversion from a single family into a medical use.

The parcel is currently served by an on sight septic system and well. The intent is to use both systems though they are evaluating a small grinder pump to tie into the sewer system as the force main runs along the frontage of his property. The plan of services was prepared and approved and the annexation agreement has been signed and was delivered to the City.

Mr. Lardner again respectfully requests City Council agree to annex the parcel into the City of Milford with a C3 zoning.

Mayor Campbell then opened the floor to public comments. No one responded and the public comment session was then closed.

There being no further comments, Councilmember Wilson moved to adopt Ordinance 2018-32, seconded by Councilmember Brooks:

ORDINANCE 2018-32
Annexation of Lands belonging to Derek R. Parker and Shawn L. Bernhard
7195 Cedar Creek Road, Lincoln, DE 19960
Tax Parcel 3-30-11.00-006.15
1.01+/- Acres

WHEREAS, the City of Milford has been requested to annex the lands, located at 7195 Cedar Creek Road, Lincoln, Delaware, Tax Parcel 3-30-11.00-006.15 and set forth in Exhibit A, attached hereto, by the legal owner of the area proposed to be annexed; and

WHEREAS, during their regular meeting on the 18th day of December 2018, the Planning Commission was presented and reviewed the annexation petition; and

WHEREAS, it was determined the requested annexation complies with the City of Milford Comprehensive Land and Future Land Use Map; and

WHEREAS, after a thorough review of the findings submitted by the City of Milford Annexation Committee and a favorable recommendation of Planning Commission, and consideration of any comments from interested persons, the City Council of the City of Milford, at a Special Meeting on this 19th day of December 2018, desires to extend the city boundary lines to include said tract of land.

NOW, THEREFORE, THE CITY OF MILFORD HEREBY ORDAINS:

Section 1. The boundary of the City of Milford, as presently established, is hereby extended to include by annexation, all that certain tract of land consisting of 1.01 +/- acres, as shown on the plan denoted as Exhibit A, to be zoned as C3 (Highway Commercial) and described by the legal description referred to as Exhibit B, attached hereto and made a part hereof.

Section 2. A Plan of Services has been completed in accordance with Delaware Code and accepted by all necessary agencies.

Section 3. Following a favorable vote by City Council, said area shall be included in the geographical and political subdivision of the City of Milford known as Ward 1 beginning on the effective date of this Ordinance.

Section 5. The City Planner is hereby directed to secure a plot of the territory, the legal description of the property and associated Ordinances, as certified by the City Clerk, for recording purposes in the Sussex County Office of the Recorder of Deeds, and in accordance with the Charter of the City of Milford.

Section 6. Dates.
Introduction to City Council: December 10, 2018
Planning Commission Review & Recommendation: December 18, 2018
Adopted by City Council: December 19, 2018
Effective: December 29, 2018

Exhibit A (see attached).

Exhibit B
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 n 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.

Motion carried by unanimous vote with Councilwoman Peel abstaining due to a personal conflict.

Councilmember Brooks moved to adopt Ordinance 2018-33, seconded by Councilmember Boyle, changing the zone of the newly annexed property to C-3:

ORDINANCE 2018-33
Change of Zone of Annexed Land Derek R. Parker and Shawn L. Bernhard
7195 Cedar Creek Road, Lincoln, DE 19960
Tax Parcel 3-30-11.00-006.15
Current Zone AR1/Proposed Zone C3

AN ORDINANCE OF THE CITY OF MILFORD, DELAWARE to amend the zoning map of the City of Milford by rezoning 1.01 +/- acres of newly annexed lands from AR1 (Sussex County-Agricultural Residential) to C3 (City of Milford-Highway Commercial) at 7195 Cedar Creek Road, Lincoln, DE 19960.

WHEREAS, in accordance with Title 22 of the Delaware State Code and Chapter 230 of the City of Milford Code, the City provided public notice by advertisement in the Milford Beacon and by mailing public notices to property owners within a 200-foot radius of the site of the property being considered for a change of zone; and

WHEREAS, on Tuesday, December 18, 2018, the Planning Commission held the noticed public hearing during which interested persons had an opportunity to testify in support of, or opposition to, the proposed zoning change, after which a recommendation by favorable vote of the Commissioners was made; and

WHEREAS, City Council considered evidence presented, public comments and the Planning Commission's recommendation at their hearing on Wednesday, December 19, 2018, and have deemed it to be in the best interest of the City of Milford to allow the change of zone as herein described.

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

Upon the adoption of this ordinance, Tax Parcel 3-30-11.00-006.15, owned by Derek R. Parker and Shawn L. Bernhard and addressed at 7105 Cedar Creek Road, Lincoln, Delaware, is hereby zoned C3 (Highway Commercial).

Dates:
City Council Introduction: December 10, 2018
Planning Commission Review & Public Hearing: December 18, 2018
City Council Public Hearing & Adoption: December 19, 2018
Effective: December 29, 2018

Motion carried unanimously by the following roll call vote, with Councilmember Peel abstaining as was done in the previous motion:

Boyle-votes yes stating that it makes sense considering the hospital's location and considering the unanimous favorable recommendation of the Planning Commission.
Culotta-votes yes based on the recommendation of the Planning Commission.
Brooks-votes yes for the same reasons stated by Councilmember Culotta.
Morrow-votes yes for the reasons previously stated.
Wilson-votes yes based on the recommendation of the Annexation Committee and the Planning Commission.

Mr. Lardner thanked City Staff and the Mayor and Council for scheduling a special meeting this evening.

ADJOURNMENT

There being no further business, Councilmember Brooks moved to adjourn the Council Meeting, seconded by Councilmember Morrow. Motion carried.

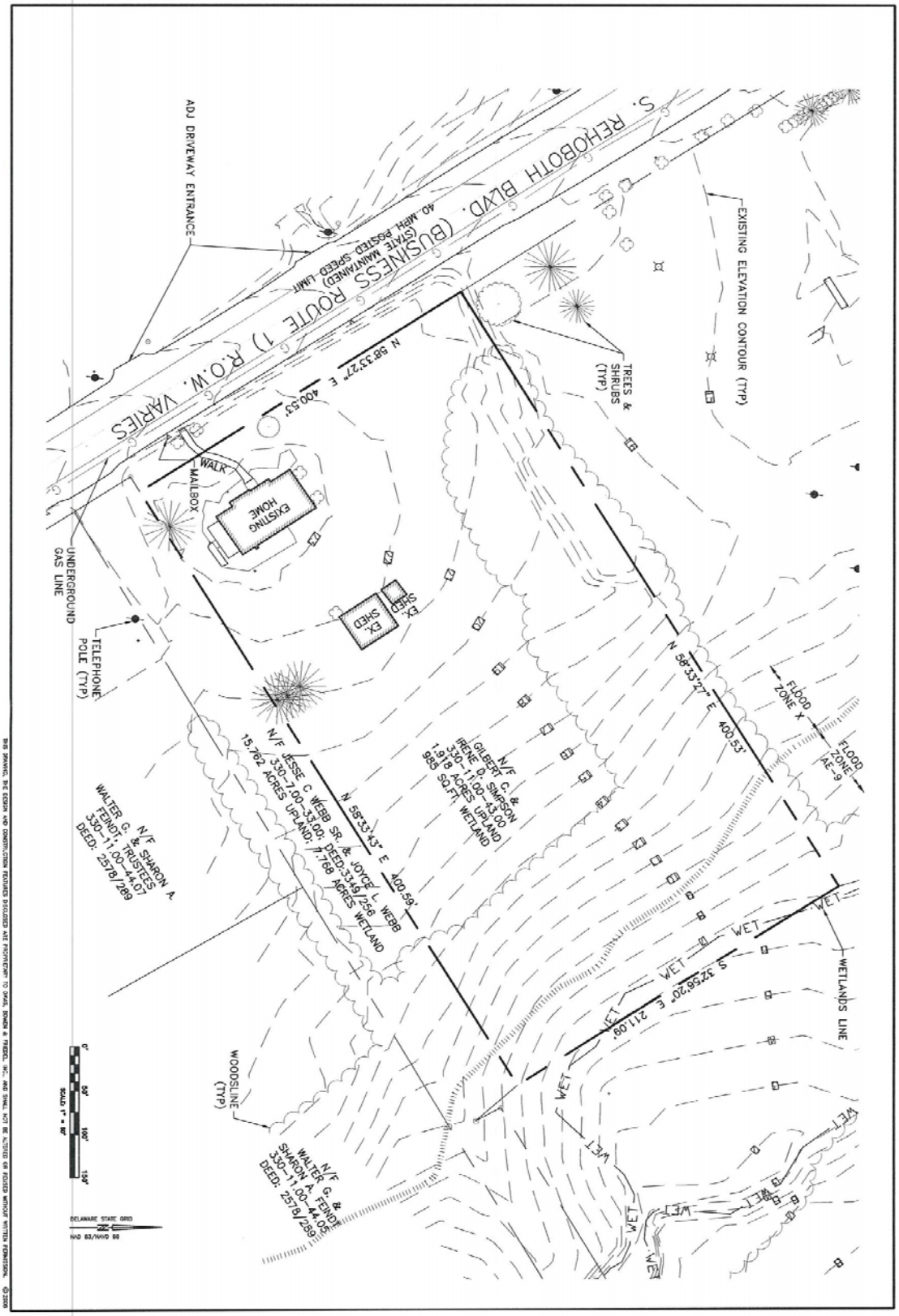
The Council Meeting adjourned at 5:46 p.m.

Respectfully submitted,

Terri K. Hudson, MMC
City Clerk/Recorder

Attachments:
Ordinance 2018-29 Exhibit A (Simpson)
Ordinance 2018-32 Exhibit A (Parker & Bernhard)

ORDINANCE 2018-29
Exhibit A



THIS DRAWING, THE DESIGN AND CONSTRUCTION FEATURES DISCUSSED ARE PROPRIETARY TO DAVIS, BOWEN & FRIEDEL, INC., AND SHALL NOT BE ALTERED OR REUSED WITHOUT WRITTEN PERMISSION. © 2018

B-01

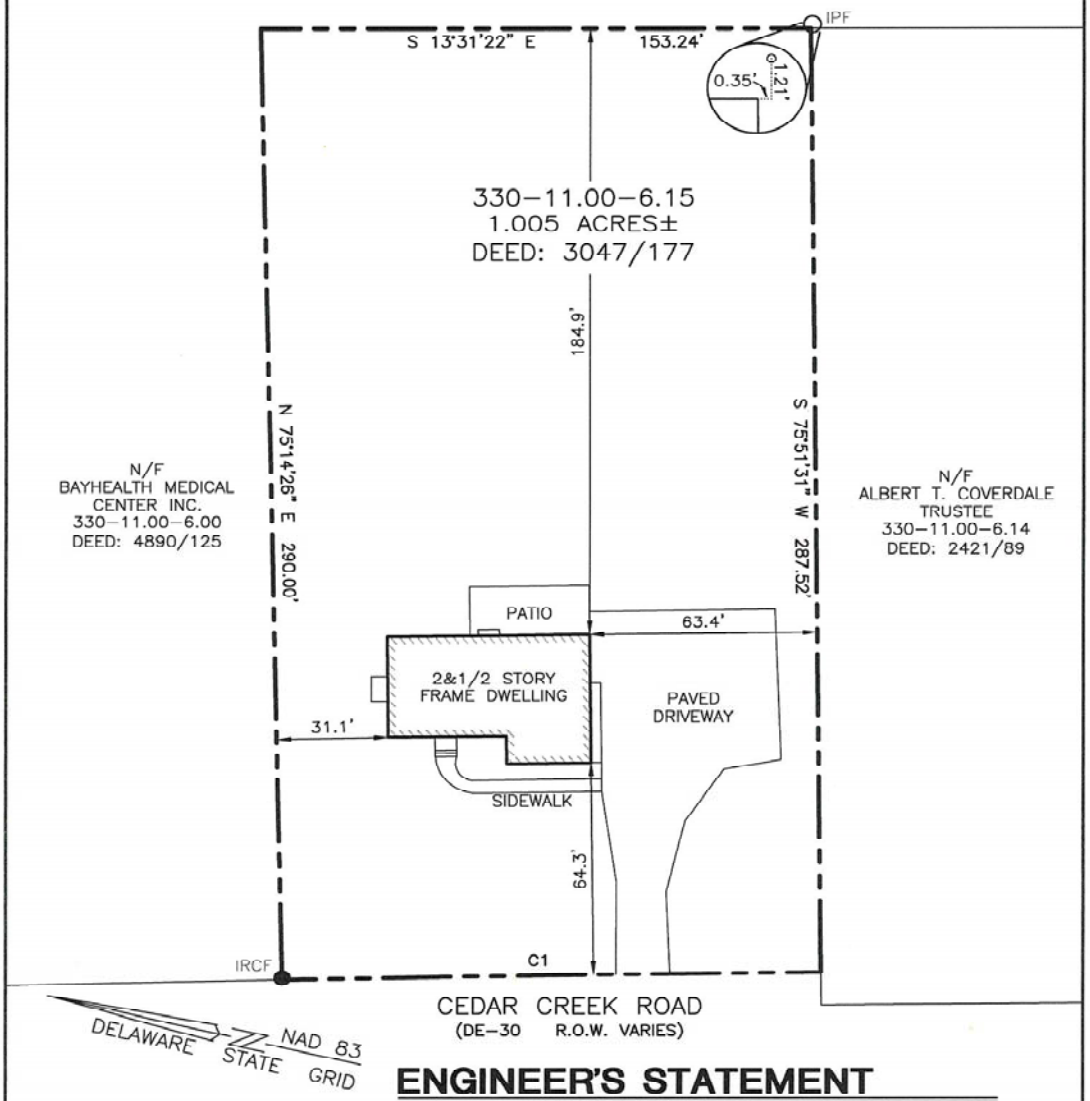
SIMPSON PROPERTY ANNEXATION
CITY OF MILFORD
SUSSEX COUNTY, DELAWARE

DAVIS, BOWEN & FRIEDEL, INC.
ARCHITECTS, ENGINEERS & SURVEYORS
SALISBURY, MARYLAND (410) 543-9091
MILFORD, DELAWARE (302) 424-1441

BOUNDARY PLAN

Ordinance 2018-32
Exhibit A

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



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.

RING W. LARDNER REGISTERED No. 15647 DELAWARE PROFESSIONAL ENGINEER

9/6/2018
DATE

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

DAVIS, BOWEN & FRIEDEL, INC. ARCHITECTS ENGINEERS SURVEYORS
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:	Scale:	Proj.No.:
9/5/18	1"=40'	3027A002

S:\3027\3027A002 Cedar Creek\3027A002-BOUNDARY PLAT.dwg Sep 05 , 2018 - 10:28am

---------- Forwarded message ----------
From: "**Proclamations Department**" <proclamations@schoolchoiceweek.com>
Date: Tue, Dec 4, 2018 at 12:23 PM -0500
Subject: Proclamation Request
To: "Mayor Shupe" <Mayor@milford-de.gov>

Dear The Honorable Archie Campbell,

We are respectfully requesting that you consider joining dozens of city and county leaders across the country in officially recognizing January 20-26, 2019 as School Choice Week in Milford.

National School Choice Week (NSCW) will feature an unprecedented 40,000+ events nationwide.

National School Choice Week is entirely nonpolitical and nonpartisan, and we do not advocate for or against any legislation. Our goal is simply to raise awareness, among parents, of the public and nonpublic K-12 education options available to their children. Last year, more than 720 mayors and county leaders, along with 32 governors, the unanimous United States Senate, and the President issued proclamations recognizing NSCW.

Please let me know if you will be able to issue this proclamation and help us raise awareness of the importance of opportunity in education. I greatly appreciate your consideration. We have provided both a Word and .PDF proclamation template on our website at:
https://schoolchoiceweek.com/proclamations/
Also, for your convenience, we have provided the suggested proclamation language below.

If you have any questions, please just write back and let me know. Thank you

Week, and I call this observance to the attention of all of our citizens.

INSTRUCTIONS

- **If you issue a proclamation, please send a .pdf copy of the proclamation to Julie Collier at proclamations@schoolchoiceweek.com, so that we may recognize you for participating.**

- **If you choose to send a hard copy of an issued proclamation, please send it to: Julie Collier, National School Choice Week, 23052 - H Alicia Parkway, Suite 612 - Mission Viejo, CA 92692**

Follow on Twitter Friend on Facebook Forward to Friend

National School Choice Week provides an unprecedented opportunity, every January, to shine a spotlight on the need for effective education options for all children. Independently planned by a diverse coalition of individuals, schools and organizations, NSCW features thousands of special events across the country. The Week is a nonpartisan and nonpolitical public awareness effort.

Our mailing address is:
23052 - H Alicia Parkway, Suite 612 - Mission Viejo, CA 92692
Want to change how you receive these emails?
You can update your preferences or unsubscribe from this list.

City of Milford

PROCLAMATION 2019-01

School Choice Week

WHEREAS, all children in the City of Milford should have access to the highest-quality education possible; and

WHEREAS, the City of Milford recognizes the important role that an effective education plays in preparing all students in the City of Milford to be successful adults; and

WHEREAS, quality education is critically important to the economic vitality of the City of Milford; and

WHEREAS, the City of Milford is home to a variety of high quality public and nonpublic schools from which parents can choose for their children, in addition to families who educate their children in the home; and

WHEREAS, educational variety not only helps to diversify our economy, but also enhances the vibrancy of our community; and

WHEREAS, the City of Milford has many high-quality teaching professionals in all types of school settings who are committed to educating our children; and

WHEREAS, School Choice Week is celebrated across the country by millions of students, parents, educators, schools and organizations to raise awareness of the need for effective educational options.

NOW, THEREFORE, I, Arthur J. Campbell, Mayor of the City of Milford, do hereby proclaim January 20-26, 2019 as School Choice Week in our community and call this observance to the attention of all our citizens.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City to be affixed hereto this 14th day of January 2019.

Mayor Arthur J. Campbell

Attest:

City Clerk Teresa K. Hudson

OFFICE OF THE CHIEF OF POLICE
KENNETH L. BROWN
kenneth.brown@cj.state.de.us

THE CITY of Milford DELAWARE

400 NE Front Street
Milford Delaware 19963
302.422.8081 Fax 302.424.2330

TO: Mayor and Members of City Council

FROM: Kenneth L. Brown, Chief of Police KLB

DATE: January 9, 2019

RE: Activity Report/Dec 2018

MONTHLY STATS:

A total of 403 arrests were made by the Milford Police Department during December 2018. Of these arrests, 83 were for criminal offenses and 320 for traffic violations. Criminal offenses consisted of 13 felonies and 70 misdemeanors. Traffic violations consisted of 33 Special Duty Radar, 5 Drunk-Driving charges, 282 other.

Police officers investigated 51 accidents during the month and issued 115 written reprimands. In addition, they responded to 1,069 various complaints including city requests and other agency assistance.

MONTHLY ACTIVITIES:

Chief of Police –

Attended the Quarterly SLEAF Meeting at the Dover Police Department on December 4, 2018.

Attended a Milford Senior Center Board meeting at the Senior Center on December 5, 2018.

Met with Steven Rust from Sussex Tech. High School in reference to a Season Officer's Program on December 6, 2018.

Met with Hook PR on December 10, 2018.

Met with a family in need and Take My Hand Ministries on December 10, 2018.

Met with Shatiem Mills from the US Marshals Office reference Task Force on December 12, 2018.

Met with Jamie Watson with Remax in reference to the Department's Christmas Toy Drive on December 12, 2018

Attended a conference call meeting with Becker Morgan to discuss cost proposal architectural services on December 14, 2018.

Presented at DMI's public meeting at the Milford Library on December 17, 2018.

Met with US Attorney David Weiss to discuss the Opioid Epidemic on December 18, 2018.

Attended a Senior Center Board Meeting at the Senior Center on December 27, 2018.

Met with Agent Smith with the FBI National Academy to discuss Sgt. Robert S. Young attending the FBI National Academy in 2019 on December 27, 2018.

Attended Sunday Service celebrating the 100 Year Anniversary for Mt. Enon Church on December 30, 2018.

Training –

One officer attended Ethical Decision Making in Law training held at the Delaware State Police Academy on December 4, 2018.

Three officers attended Background Investigator's training held at the Delaware State Police Academy on December 6, 2018.

One officer attended Crisis Intervention for Veterans training held at the Delaware Fire School on December 10, 2018.

Three officers attended Field Training Officers training held at the Delaware State Police Academy on December 17, 2018.

Community Policing –

The Community Policing Unit collected hundreds of toys through several large collection events that were distributed to area families. This year may have been a record collection thanks to the efforts of Remax Twin Counties, Anchor Church, and Take My Hand Ministries. Items collected were distributed to Telamon Head Start, the Division of Family Services Foster Care Unit, Milford School District, and several families identified by members of the department.

Sgt. Masten met with members from Cub Scout Pack 911 and led them on a tour of the police station that included them getting to meet the department's K9.

S/Cpl. Bloodsworth met with students from Kids First Academy and discussed internet safety with them.

Our Volunteer Unit welcomed a new member this month with the addition of Jay Bailey. Mr. Bailey has a record of service to the Milford community and he will be a great asset to our department.

Sgt. Masten continues to work on the 25th annual Milford's Night Out, receiving a commitment from the band "Clifford Keith" to perform at the event. This year's event will be held at Bicentennial Park on August 6th.

The department also expanded its reach on social media with the addition of Instagram for outreach purposes. The department currently has a presence on Facebook, Instagram, Nextdoor, Twitter, and with our website MilfordPoliceDE.org.

K9 Unit –

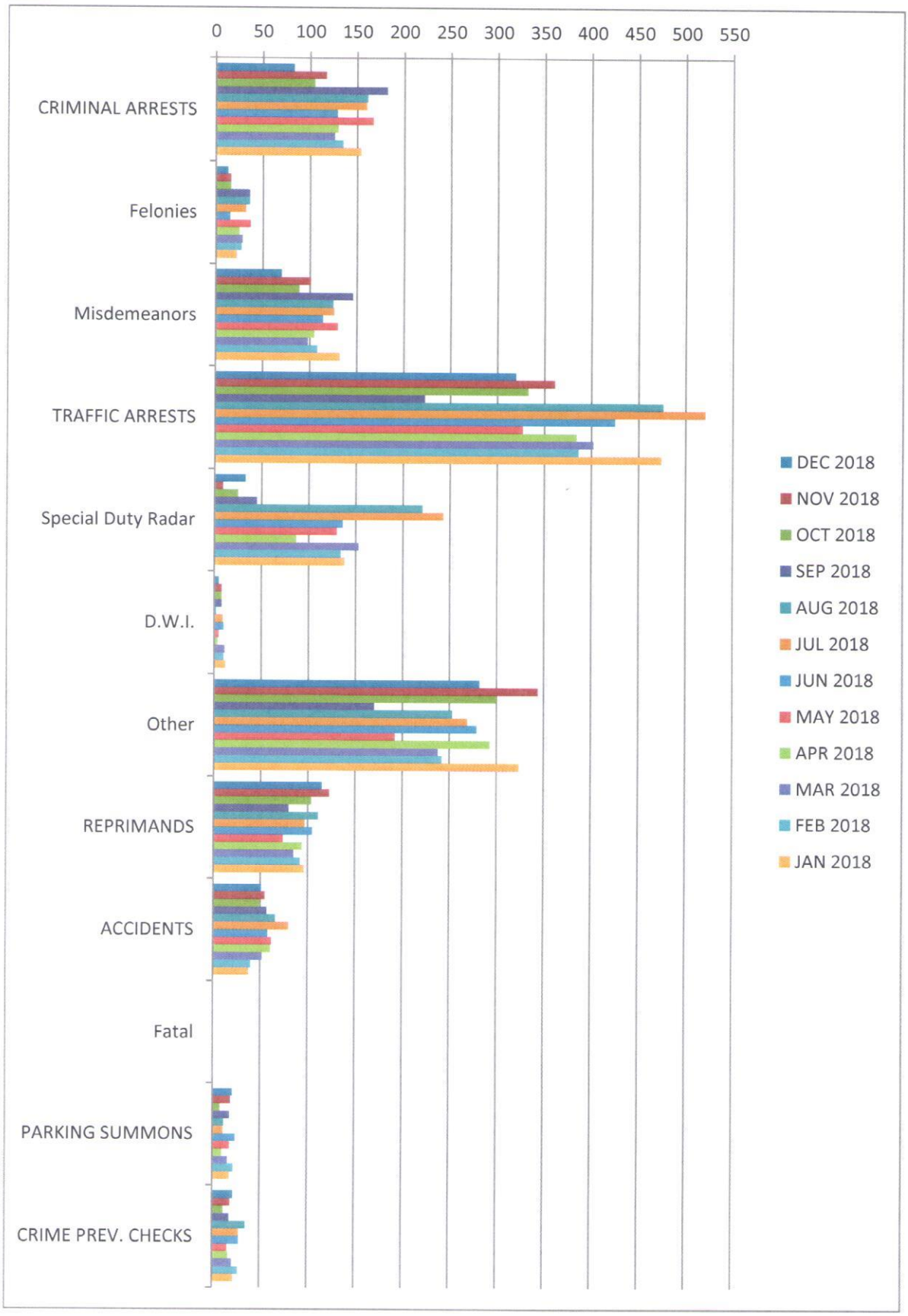
For the month of December 2018 the Milford Police Department K9 unit had the following stats:

- Utilized 12
- Building Searches 5
- Assist Other Agencies 1
- Demo 2
- Area Search 1
- Drug Sniff 2

Seized Items	**Amount**
• Marijuana	1.6 grams

DEC 2018 ACTIVITY REPORT

	DEC 2018	TOTAL 2018	DEC 2017	TOTAL 2017
COMPLAINTS	1069	14512	1119	14517
CRIMINAL ARRESTS	83	1649	158	1885
Felonies	13	303	19	315
Misdemeanors	70	1344	139	1565
TRAFFIC ARRESTS	320	4632	418	4905
Special Duty Radar	33	1354	97	1427
D.W.I.	5	92	13	63
Other	282	3186	308	3415
REPRIMANDS	115	1176	116	1299
ACCIDENTS	51	670	55	656
Fatal	1	2	0	0
PARKING SUMMONS	21	197	8	165
CRIME PREV. CHECKS	22	265	20	311
FINES RECEIVED	$6,945.78	$ 96,783.33	$8,050.85	$107,176.58


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CRIMINAL ARRESTS
Felonies
Misdemeanors
TRAFFIC ARRESTS
Special Duty Radar
D.W.I.
Other
REPRIMANDS
ACCIDENTS
Fatal
PARKING SUMMONS
CRIME PREV. CHECKS
DEC 2018
NOV 2018
OCT 2018
SEP 2018
AUG 2018
JUL 2018
JUN 2018
MAY 2018
APR 2018
MAR 2018
FEB 2018
JAN 2018

OFFICE OF THE CITY MANAGER
201 South Walnut Street
Milford, DE 19963
www.cityofmilford.com

THE CITY of Milford DELAWARE

ERIC NORENBERG, ICMA-CM
City Hall 302.422.1111
Direct 302.424.8394
ENorenberg@milford-de.gov

City Manager's Report
January 14, 2019

FINANCE DEPARTMENT

Customer Service Division

No report submitted.

Information Technology Division

Issues Addressed	
Administration/Council	8
Customer Service	21
Finance	8
Parks & Recreation	3
Planning	24
Police	0
Public Works	9
Information Technology	23
Vendor/3rd Party	13
Total	101

**Does not include routine maintenance items such as changing back up tapes, performing morning systems checks, etc.*

PARKS & RECREATION DEPARTMENT

Parks Division

- Park Superintendent Ralph Skinner Jr. participated in a state wide "Snow Plow Rodeo" event and received a certificate of attendance.
- Park staffed worked on Sunday December 2 with DMI volunteers placing greenery in the hanging baskets and planters on Walnut Street, NE Front Street, at the Library, Bicentennial bridge, Washington Street bridge and North Church Street bridge.
- All seasonal workers were released in December leaving the two full time park staff in the parks.
- In preparation for the holiday season, park staff decorated light poles downtown, assisted in light stringing at City Hall, installed banners along the Riverwalk, replaced lights downtown, raked leaves and removed downed limbs, and worked with MSD to have trees placed along the Riverwalk and decorated by students from various clubs.
- The Riverwalk removal and replacement decking project continued through December.
- A contractor completed concrete repairs on a section of the Riverwalk that had collapsed in the area by the kayak launch/Dog Park. This was identified as part of capital projects and it is good to have this completed before the onset of freezing weather.
- Bathrooms at the Can-Do Playground have been winterized meaning they are non-functional. There is a portable bathroom in the park for patrons to use.

- Winter preparation has begun and includes servicing of vehicles and equipment, taking delivery of ice melt/salt, and preparing salt spreaders and plows for use.

Recreation Division

- Youth basketball and youth wrestling has begun.
- A new program - Instructional Taekwondo – has begun.

PLANNING & DEVELOPMENT DEPARTMENT

Building Inspections & Permitting Division

Building Permits Issued	
Commercial Foundation	1
Commercial Building Permit	1
Construction / Office Trailer	0
Demolition	2
Residential New Construction	17
Residential Renovation/Accessory Structure	9
Roof/Siding	0
Sign	2
Solar Panels	5
Utility (Electric/Water)	1
Total	38

- Brookstone Trace, Milford Ponds, West Shores, Watergate, Lighthouse Estates, Walnut Village and Orchard Hill continue to pull new home construction permits.

Economic Development Division

Downtown Development District	Investment since 09/16
Private Developers & Homeowners Investment	$9,447,496.00
State of DE Grants (Reserved or Received)	$1,256,794.00
Kent/Sussex County Matching Grants	$21,500.00
City Fee Waivers/Tax Abatements	$129,654.24

Code Enforcement & Licensing Division

Case Activity	
New Cases	26
Closed Cases	150
Open at Start of Month	207
Open at End of Month	86

Case Violations	
Abandoned Vehicle	8
Dangerous Tree	4
Furniture	0
Generic	6
Property Maintenance	2
Rubbish/Garbage	6
Weeds & Grass	0
Zoning Use	0
Total	26

Inspections & Licensing	
Rental Licenses Issued	158
Vendor Licenses Issued	0
Contractors Licenses Issued	53

** 1 of the 86 Open Cases are for tall grass which stay open the entire growing season.*

- 610 of the 784 rental units in Sussex County have been inspected since March 1, 2018 (approximately 78%). Approximately 81% of these units are in compliance.

Planning & Zoning Division

- The Planning Commission reviewed the following at the December meeting:
- two annexation requests which were approved by City Council; conditional use for the Armory; preliminary site plan for a medical office building to be located in Independence Commons; preliminary site plan for a 264-unit apartment project located along Beaverdam Road just south of Route 36.
- The Planning Commission will meet in January to review the following:
- a fifth extension for the Hickory Glen subdivision; revised final major subdivision for Watergate; preliminary site plan for Royal Farms.
- The Board of Adjustment reviewed the following at the December meeting:
- variance for an accessory shed on SE Front Street.
- The Board of Adjustment will meet in January to review the following: variance for an accessory shed; variance for a minor subdivision on a lot that fronts both Marshall St and Fisher Ave.
- The sign ordinance working group's next meeting is January 14.
- Director Pierce is working on code amendments to implement the Transfer of Development Rights (TDR) program outlined in the City's Comprehensive Plan. He is working with the Delaware Department of Agriculture (DDA) to prepare draft code amendments for Planning Commission and Council in February or March.
- Director Pierce attended an "Opportunity Zone Summit" hosted by the University of Delaware Biden Institute. A large portion of the Kent County side of Milford is now in an opportunity zone which provides tax incentives for private investors. The City will work with the State to compile information for property owners and potential investors.
- Director Pierce prepared letters to certain property owners regarding the rezoning of their properties as a result of the adoption of the 2018 Comprehensive Plan. These properties were reviewed by the Planning Commission and City Council at the time of the plan adoption. Public Hearings for these rezonings will likely occur in March/April of this year.

PUBLIC WORKS DEPARTMENT

No report submitted.

CITY OF MILFORD
FUND BALANCES REPORT

Date: November 2018

Cash Balance - General Fund Bank Balance	4,394,828
Cash Balance - Electric Fund Bank Balance	3,676,932
Cash Balance - Water Fund Bank Balance	1,541,917
Cash Balance - Sewer Fund Bank Balance	397,366
Cash Balance - Trash Fund Bank Balance	62,337

	General Improvement	Municipal Street Aid	Real Estate Transfer Tax	Economic Development Fund
Beginning Cash Balance	200,178	255,610	2,489,408	$417,493
Deposits			68,450	
Interest Earned this Month	313	467	4,598	
Disbursements this Month	(28,883)		(41,667)	($845)
Investments				
Ending Cash Balance	$171,608	$256,077	$2,520,789	$416,648

	GF Capital Reserves	Water Capital Reserves	Sewer Capital Reserves	Electric Reserves
Beginning Cash Balance	2,540,454	8,676,415	4,060,230	9,687,002
Deposits				
Interest Earned this Month	1,120	3,264	1,517	3,912
Disbursements this Month	(46,172)	(849)	(395)	(4,320)
Investments				
Ending Cash Balance	$2,495,402	$8,678,830	$4,061,352	$9,686,594

	Water Impact Fee	Sewer Impact Fee	Electric Impact Fee
Beginning Cash Balance	2,145,323	$1,341,148	$608,215
Deposits	47,996	$23,866	$7,800
Interest Earned this Month			
Disbursements this Month			
Investments			
Ending Cash Balance	$2,193,319	$1,365,014	$616,015

INTEREST THROUGH THE FIFTH MONTH OF THE FISCAL YEAR:

General Fund	27,938	Water Fund	13,215
GF Capital Reserves	14,432	Water Capital Reserves	42,050
Municipal Street Aid	1,715	Sewer Fund	4,357
Real Estate Transfer Tax	20,621	Sewer Capital Reserves	19,542
Electric Fund	28,800	Trash Fund	528
Electric Reserves	50,396		

TOTAL INTEREST EARNED TO DATE $223,594

REVENUE REPORT

Page Two

42% of Year Expended

Date: November 2018 ACCOUNT	AMOUNT BUDGETED	MTD	YTD	YTD%
Economic Development Fund	125,000	0	45,845	36.68%
General Fund Reserves	518,455	0	0	0.00%
GF Reserves-New Police Officers	35,488	3,406	35,488	100.00%
Realty Transfer Tax-Police	500,000	41,666	208,333	41.67%
Real Estate Tax	3,927,717	3,925	3,907,190	99.48%
Business License	50,000	950	4,250	8.50%
Rental License	85,000	725	1,625	1.91%
Building Permits	160,000	26,298	92,054	57.53%
Planning & Zoning	15,000	2,120	19,920	132.80%
Grasscutting Revenue	16,000	0	8,000	50.00%
Police Revenues	462,485	8,888	246,807	53.37%
Misc. Revenues	376,065	10,386	122,247	32.51%
Transfers From	3,370,720	280,894	1,404,467	41.67%
Total General Fund Revenues	$9,641,930	$379,258	$6,096,226	63.23%
Water Revenues	2,848,500	273,638	1,178,455	41.37%
Sewer Revenues	2,614,709	245,092	1,049,676	40.15%
Kent County Sewer	1,850,000	177,148	736,864	39.83%
Solid Waste Revenues	1,178,243	108,155	467,128	39.65%
Electric Revenues	25,547,000	2,455,146	10,861,963	42.52%
TOTAL REVENUES	$43,680,382	$3,638,437	$20,390,312	46.68%
YTD Enterprise Expense		(26,480)		
YTD Enterprise Revenue		23,635		
LTD Carlisle Fire Company Building Permit Fund		433,712		

EXPENDITURE REPORT
Page Three

Date: November 2018

42% of Year Expended

ACCOUNT	AMOUNT BUDGETED	MTD	YTD	YTD%	UNEXPENDED BALANCE
City Manager					
Personnel	522,678	$45,643	170,721	32.66%	351,957
O&M	117,430	$20,656	42,248	35.98%	75,182
Capital	0	$0	0		0
Total City Manager	$640,108	$66,299	$212,969	33.27%	427,139
Planning & Zoning					
Personnel	129,534	$15,631	58,236	44.96%	71,298
O&M	38,475	$793	13,755	35.75%	24,720
Capital	0	$0	0		0
Total P, C & I	$168,009	$16,424	$71,991	42.85%	96,018
Code Enforcement & Inspections					
Personnel	297,525	$23,685	68,732	23.10%	228,793
O&M	99,816	$19,768	63,056	63.17%	36,760
Capital	0	$0	0		0
Total P, C & I	$397,341	$43,453	$131,788	33.17%	265,553
Council					
Personnel	31,230	$2,572	12,236	39.18%	18,994
O&M	55,000	$2,297	21,053	38.28%	33,947
Council Expense	17,500	$359	11,838	67.65%	5,662
Contributions	175,500	$0	75,000	42.74%	100,500
Codification	10,000	$790	5,578	55.78%	4,422
Employee Recognition	21,000	$0	2,289	0.00%	18,711
Insurance	18,200	$0	8,698	47.79%	9,502
Christmas Decorations	10,000	$8,734	9,581	95.81%	419
Economic Development	5,000	$0	845	16.90%	4,155
Resident Survey	15,000	$0	0	0.00%	15,000
Kent Economic Partnership	30,000	$0	30,000	100.00%	0
Repair Parking Lot	15,000	$0	0	0.00%	15,000
Armory Expenses	12,000	$100	3,126	26.05%	8,874
Capital	30,400	$0	0	0.00%	30,400
Total Council	$445,830	$14,852	$180,244	40.43%	265,586
Finance					
Personnel	427,660	$57,590	190,749	44.60%	236,911
O&M	84,850	$7,358	30,991	36.52%	53,859
Capital	0	$0	0		0
Total Finance	$512,510	$64,948	$221,740	43.27%	290,770
Information Technology					
Personnel	159,366	$17,590	63,835	40.06%	95,531
O&M	200,450	$733	44,283	22.09%	156,167
Capital	49,000	$0	42,863	87.48%	6,137
Total Information Technology	$408,816	$18,323	$150,981	36.93%	257,835

EXPENDITURE REPORT
Page Four

Date: November 2018

42%of Year Expended

ACCOUNT	AMOUNT BUDGETED	MTD	YTD	YTD%	UNEXPENDED BALANCE
Police Department					
Personnel	4,199,720	$480,501	1,687,743	40.19%	2,511,977
O&M	577,376	$64,573	245,704	42.56%	331,672
Capital	95,100	$1,430	92,946	97.74%	2,154
Total Police	$4,872,196	$546,504	$2,026,393	41.59%	2,845,803
Streets & Grounds Division					
Personnel	394,200	$39,438	145,947	37.02%	248,253
O&M	444,305	$25,515	123,352	27.76%	320,953
Capital	182,000	$3,115	68,068	37.40%	113,932
Total Streets & Grounds	$1,020,505	$68,068	$337,367	33.06%	683,138
Parks & Recreation					
Personnel	701,515	$65,592	303,703	43.29%	397,812
O&M	286,100	$15,059	99,464	34.77%	186,636
Capital	189,000	$0	33,265	17.60%	155,735
Total Parks & Recreation	$1,176,615	$80,651	$436,432	37.09%	740,183
Total General Fund Operating Budget	$9,641,930	$919,522	$3,769,905	39.10%	5,872,025

EXPENDITURE REPORT
Page Five

Date: November 2018

42% of Year Expended

ACCOUNT	AMOUNT BUDGETED	MTD	YTD	YTD%	UNEXPENDED BALANCE
Water Division					
Personnel	269,170	$27,649	105,153	39.07%	164,017
O&M	1,216,187	$71,251	431,544	35.48%	784,643
Capital	1,033,378	$0	0	0.00%	1,033,378
Debt Service	329,765	$0	65,448	19.85%	264,317
Total Water	$2,848,500	$98,900	$602,145	21.14%	2,246,355
Sewer Division					
Personnel	267,659	$27,373	101,957	38.09%	165,702
O&M	1,201,036	$118,845	554,477	46.17%	646,559
Capital	750,524	$0	158,209	0.00%	592,315
Debt Service	395,490	$0	25,471	6.44%	370,019
Sewer Sub Total	$2,614,709	$146,218	$840,114	32.13%	1,774,595
Kent County Sewer	1,850,000	$127,538	823,034	44.49%	1,026,966
Total Sewer	$4,464,709	$273,756	$1,663,148	37.25%	2,801,561
Solid Waste Division					
Personnel	355,828	$37,563	136,222	38.28%	219,606
O&M	822,415	$61,982	348,011	42.32%	474,404
Capital	0	$0	0		0
Total Solid Waste	$1,178,243	$99,545	$484,233	41.10%	694,010
Total Water, Sewer Solid Waste	$8,491,452	$472,201	$2,749,526	32.38%	5,741,926
Electric Division					
Personnel	1,394,940	$146,913	528,437	37.88%	866,503
O&M	2,055,683	$104,114	615,808	29.96%	1,439,875
Transfer to General Fund	2,500,000	$208,334	1,041,667	41.67%	1,458,333
Capital	976,412	$18,581	51,781	5.30%	924,631
Debt Service	319,965	$0	0	0.00%	319,965
Electric Sub Total	$7,247,000	$477,942	$2,237,693	30.88%	5,009,307
Power Purchased	18,300,000	$1,314,203	7,559,557	41.31%	10,740,443
Total Electric	$25,547,000	$1,792,145	$9,797,250	38.35%	15,749,750
TOTAL OPERATING BUDGET	$43,680,382	$3,183,868	$16,316,681	37.35%	27,363,701

INTERSERVICE DEPARTMENTS REPORT

Page Six

Date: November 2018

ACCOUNT	AMOUNT BUDGETED	MTD	YTD	42% of Year Expended YTD%	UNEXPENDED BALANCE
Garage					
Personnel	91,215	10,069	37,875	41.52%	53,340
O&M	106,393	8,678	41,474	38.98%	64,919
Capital	50,000	14,994	41,859	83.72%	8,141
Total Garage Expense	$247,608	33,741	$121,208	48.95%	126,400
Public Works					
Personnel	554,980	57,846	214,569	38.66%	340,411
O&M	206,055	15,552	69,274	33.62%	136,781
Capital	10,000	0	0	0.00%	10,000
Total Public Works Expense	$771,035	73,398	$283,843	36.81%	487,192
Billing & Collections					
Personnel	559,820	68,238	239,704	42.82%	320,116
O&M	225,650	13,896	80,109	35.50%	145,541
Capital	20,000	0	0	0.00%	20,000
Total Billing & Collections	$805,470	82,134	$319,813	39.71%	485,657
City Hall Cost Allocation					
Personnel	0				0
O&M	63,300	4,327	30,133	47.60%	33,167
Capital	0				0
Total City Hall Cost Allocation	$63,300	4,327	$30,133	47.60%	33,167

ALL COSTS SHOWN ON PAGE 6 ARE ALSO INCLUDED IN THE VARIOUS DEPARTMENTS LISTED ON PAGES 3-5 OF THE EXPENDITURE REPORT WHO UTILIZE THE SERVICES OF THE DEPARTMENTS LISTED ABOVE. INTERSERVICE FUNDS ARE ENTIRELY FUNDED BY OTHER CITY DEPARTMENTS.

DELAWARE LEAGUE OF LOCAL GOVERNMENTS

P.O. BOX 484, DOVER, DE 19903-0484
Phone: 302-678-0991 Fax: 302-678-4777 Email: cfluft@udel.edu

President Lew Killmer *Executive Director Carl F. Luft*

To: Delaware League of Local Governments
From: Nominating Committee
Subject: Report of Nominating Committee
Date: December 3, 2018

The Nominating Committee presents the following names to be submitted for election at the January 24, 2019 meeting of the Delaware League of Local Governments, as approved by the Executive Committee on November 1, 2018:

Officers

President	Lew Killmer
Vice President	Polly Sierer

Executive Committee

Glen Howell	Kent County Levy Court	Term Expired
Michael Vincent	Sussex County	Term Expired
David Letterman	Clayton	Term Expired
Michael Spencer	Newport	Term Expired
Stanley Green*	Delaware City	Replace Polly Sierer
Archie Campbell*	Milford	Replace Patricia Correll

* Unexpired term ending 12/31/19

DELAWARE LEAGUE OF LOCAL GOVERNMENTS

THE DUNCAN CENTER
500 W. LOOCKERMAN STREET, 5TH FLOOR, DOVER

****

THURSDAY, JANUARY 24, 2019
REGISTRATION/SOCIAL HOUR: 5:30 P.M. - 6:15 P.M.
DINNER: 6:30 P.M. – 7:15 P.M.
PROGRAM: 7:15 P.M.

PROGRAM:

The DLLG is pleased to kick off the New Year with a presentation by Chris Bason, Executive Director of the Center for the Inland Bays. The mission of the Center is to preserve, protect, and restore Delaware's inland bays and watershed areas. Mr. Bason will review current directions of the Center and strategies being considered for future improvements to protect our coastal environment.

The League will be honoring recipients of the Delaware Certificate for Planning Education and the Certificate in Local Government Leadership. These certificates are awarded to attendees who have completed required classes through the University of Delaware IPA's Local Government Training Program.

The evening agenda also includes the election of DLLG Officers and Executive Committee members for the new term.

WE MUST HAVE YOUR RESERVATIONS NO LATER THAN JANUARY 16

Mail To/Make Payable to: Delaware League of Local Governments • PO Box 484 • Dover, DE 19903-0484
Phone: 302-678-0991 • Email: cfluft@udel.edu

City of Milford will have X attendees

List Attendees:

( ) Check enclosed for ( ) dinners @ $30 each
( ) Payment will be made at the door
( ) Check mailed for ( ) dinners @ $30 each

****

Next Meeting: Thursday, February 21, 2019

From: Ruth H <reh2056@gmail.com>
Sent: Saturday, January 5, 2019 10:39 AM
To: Hudson, Terri <thudson@milford-de.gov>
Subject: City Council Invite to Annual Martin Luther King Jr Service Jan 10th at Noon

Good Morning Clerk Terri Hudson,

The Milford Area Ministerial Association will be hosting the Annual Martin Luther King Jr Service on Monday, January 21st at Noon held at Benjamin Banneker Elementary School 449 North St. Milford, DE. This event is open to the public and all are welcome.

We would like to invite the City Council but I couldn't find an email address directed just for them on the City of Milford website. Could you possibly pass this message along to invite them to attend. Please let me know if they would be available to attend.

Rev. Jeanel Starling has prepared a temporary bulletin, which is attached for your review. If you have any questions please email reh2056@gmail or phone 302-228-8541.
--
Sincerely,

Ruth Houston-Behrens
Milford Area Ministerial Association
Secretary

AGREEMENT OF SALE

THIS AGREEMENT OF SALE, made this 26th day of November, 2018, by and between: Stanley S. Summers and Victoria Summers, hereinafter **"Seller"**, who hereby agrees to sell to the City of Milford, hereinafter **"Purchaser"**, who hereby agrees to purchase from the Seller, all that certain parcel of land, hereinafter **"Property",** described as follows:

ALL THAT CERTAIN PARCEL of land lying in Kent County, State of Delaware, having an address of 409 N.E. Front Street, Milford, DE 19963 said to contain 30,228 square feet of land, be the same more or less, as is more fully identified on Kent County Tax Map MD-16-183.07-01-56.00-000.

THE PURCHASE PRICE is the sum of One Hundred and Ninety Five Thousand Dollars ($195,000), payable in the following manner:

A deposit in the amount of two thousand dollars ($2,000) paid in cash at the signing of this Agreement of Sale as a good faith deposit, to be credited to the Purchase Price hereunder and disbursed in accordance with the provisions of this Agreement of Sale, and held by Moore & Rutt, P.A. The deposit shall be credited to the purchase price at the time of settlement. Said deposit shall be refundable until December 31, 2018. The Purchaser, by executing this Agreement of Sale, hereby authorizes Escrow Agent to place the said escrow deposit monies in an interest-bearing account.

The balance of the Purchase Price one hundred ninety-three thousand dollars ($193,000) shall be paid in the form certified or "good" funds.

FINAL SETTLEMENT. The final Settlement shall be held on or before February 1, 2019 in the office of the Purchaser's attorney, or at such other place as the Purchaser may elect.

SETTLEMENT ADJUSTMENTS. All items paid in advance by the Seller, including all property taxes, water, sewer, and/or property rent, heating fuel, and any and all other such items

shall be prorated and Purchaser shall reimburse Seller at the time of Final Settlement as defined herein.

All property rent received by Seller in advance shall be prorated and Seller shall pay the prorated amount to Purchaser at the time of Final Settlement. Further, any and all security deposits held by Seller on behalf of any tenants located at the Property shall be paid by Seller to Purchaser, together with an accurate listing of each of the tenants and the respective security deposit amounts for each tenant, at the time of Final Settlement as defined herein.

All state, county and city taxes shall be split equally among the parties the parties hereto and shall be paid by the respective parties at the time of Final Settlement.

All settlement expenses normally borne by purchasers of real property in Kent County, Delaware, including but not limited to the cost of title search, title insurance, legal representation, document recording, and any and all other such items shall be paid by Purchaser at the time of Final Settlement.

All settlement expenses normally borne by Sellers of real property in Kent County, Delaware, including prepayment penalties, deed preparation, releases or satisfaction documents, legal representation, brokerage commissions, termite reports if required by the terms of this Agreement of Sale, and any and all other such items shall be paid by the Seller at the time of Final Settlement.

SURVEY. Seller agrees to deliver to Purchaser any survey in its possession within five (5) days of the date of this Agreement. Any other surveys are to be the expense of the purchaser.

MARKETABLE TITLE. The title to the property shall be conveyed by a special warranty deed, prepared at Sellers expense, and shall be a good, marketable, fee simple title, free and clear of all liens and encumbrances except as specified herein, excepting use and occupancy restrictions of public record which are generally applicable to properties of the type

being purchased hereunder, and excepting publicly recorded easements for public utilities which do not unduly hinder the develop plans of the purchaser, and any other easements which may be observed by a personal inspection of the Property, and insurable at regular rates by any reputable title insurance company now insuring titles of properties in Kent County, Delaware. In the event the Seller is unable to deliver and convey title as aforesaid, Purchaser shall have the option of accepting such title as the Seller is able to deliver, or of voiding this Agreement of Sale and recovering back all monies paid on account of the Purchase Price hereunder, together with all expenses incurred by Purchaser in connection with its obligations hereunder.

CONDEMNATION. The Seller hereby represents that the Property being purchased hereunder is not now the subject of any condemnation proceedings begun by any governmental authority or agency with the power to condemn real property under eminent domain, nor are any such condemnation proceedings now being contemplated by any of the said governmental authorities. In the event the Property being purchased hereunder, or any portion of the Property being purchased hereunder, shall be the subject of condemnation proceedings during the contract period so as to render the Property insufficient for Purchaser's intended use of the Property, Purchaser may elect to void this Agreement of Sale whereupon Escrow Agent shall return to Purchaser all monies paid on account of the Purchase Price hereunder. In the event the Property being purchase hereunder, or any portion of the Property being purchased hereunder shall be the subject of condemnation proceedings during the contract period such that the Purchaser's intended use of the Property shall not be affected, the Purchaser may elect to accept the amount of the condemnation award without an offset of the Purchase Price, and in either of these two events proceed to Final Settlement.

ENVIRONMENTAL MATTERS. Seller warrants it has received no notice and has no reason to believe that the Seller is not in compliance with all applicable federal, state and local

laws, rules, regulations and orders relating to environmental matters affecting the Property. Neither Seller nor, any third party to Seller's knowledge or with Seller's permission has used, generated, manufactured, transported, treated, stored, handled, or disposed, or conducted any other activity in connection with or on the Property involving any hazardous waste which would subject Seller or any owner of the Property to any liability to any a governmental jurisdiction relating to environmental matters. Purchaser, at its sole cost and expense, may elect to have an environmental audit or other similar testing conducted on the Property. If Purchaser elects to have said testing done, the testing shall be ordered by Purchaser within Fifteen (15) days of the date of the execution of this Agreement of Sale by both parties hereto, or Purchaser's rights under this Environmental Matters paragraph shall have been deemed to be waived. In the event the results of such environmental testing, if Purchaser so elects to have the said testing done, reveals hazardous or toxic waste or other such contamination of the Property, Purchaser may elect to void this Agreement of Sale whereupon the Escrow Agent shall return to Purchaser all monies paid on account of the Purchase Price hereunder, or by the mutual consent of the parties hereto, the Purchase Price hereunder may be offset by the estimate of the repair and/or correction of the hazardous or toxic waste or other such contamination, the said estimate to be obtained from a reputable contractor and to be approved by all parties hereto, and the Purchaser shall proceed to Final Settlement.

ADDITIONAL TERMS AND CONDITIONS. Seller and Purchaser hereby agree that the following Additional terms and Conditions are express contingencies to the Final Settlement:

(a) This Agreement of Sale is also contingent upon Purchaser's satisfactory review of Seller's site and building by inspectors of the Purchaser's choosing. Purchaser shall perform the inspections at its sole cost and expense. Said inspections are to be performed on or prior to December 15, 2018. In the event the Purchaser discovers any condition which is

unsatisfactory or unacceptable to Purchaser, then the Purchaser shall have the right to provide Seller with written notice, on or before December 31, 2018 of their intention to void this Agreement of Sale, whereupon the Escrow Agent shall return to Purchaser all monies paid on account of the Purchase Price hereunder, and all obligations one to the other under this Agreement of Sale shall cease.

(b) This Agreement of Sale is contingent upon Purchaser obtaining funding and final City Council approval.

(c) Seller agrees to convey as part of the sale of the property one large trailer and one storage shed currently on the property.

(d) Purchaser agrees to allow the Seller to use the large trailer and storage shed currently on the property to store product and material currently on the site for up to six months after closing and Seller may access the site to retrieve such stored material as mutually agreed to with the Milford Chief of Police.

POSSESSION. The possession of the Property being purchased hereunder shall be delivered by Seller to Purchaser at the time of Final Settlement, excepting that Seller hereby agrees to allow the Purchaser, or Purchaser's agent(s), to enter the Property for the purpose of surveying and any other tests required by the terms and conditions of this Agreement of Sale prior to Final Settlement. Purchaser hereby agrees to hold Seller harmless from any liability or casualty to Purchaser, or Purchaser's Agents, contractors, subcontractors or employees while conducting or performing any of the said tests on the Property. Further, the Purchaser agrees to repair any and all damage caused by Purchaser's testing and return the Property to Seller in exactly the same condition as Property was prior to the said testing.

PURCHASER'S DEFAULT. In the event the Purchaser does not proceed to Final Settlement as defined herein, and all of the terms and conditions of this Agreement of Sale have

been satisfied or waived by the parties hereto, then the Seller shall have the option of voiding this Agreement of Sale and Seller shall be entitled to retain Purchaser's deposit monies, as liquidated damages.

SELLER'S DEFAULT. In the event Seller does not proceed to Final Settlement as defined herein, and all of the terms and conditions of this Agreement of Sale have been satisfied or waived by the parties hereto, then the Purchaser shall have the option of voiding this Agreement of Sale, whereupon the Escrow Agent shall return to Purchaser all monies paid on account of the Purchase Price hereunder, accrued thereon as liquidated damages, or Purchaser may elect to seek equitable or legal remedies available to Purchaser including specific performance and payment of all fees and costs incurred to enforce the terms of this Agreement. In either event, Purchaser agrees to notify Seller in writing according to the terms of this Agreement of Sale of Purchaser's elected upon.

NOTICES. Any notice, election or consent required to be given hereunder shall be deemed to have been duly given when delivered by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

To Seller:

To Purchaser: City of Milford
ATTN: ERIC NORENBERG, City Manager
201 S. Walnut Street
Milford, DE 19968

or such other address as may be specified from time to time as herein provided. The time of rendition of such notices shall be when the said notice is deposited in an official United States Post Office.

MISCELLANEOUS.

(a) This Agreement of Sale constitutes the entire agreement and understanding between the parties hereto and supersedes all prior and/or other agreements and representations, written or oral, in connection with the purchase contemplated herein.

(b) It is understood and agree that this Agreement of Sale may be amended or modified by mutual agreement of the parties hereto, provided that such amendment or modification is duly signed by the parties hereto and incorporated into the terms of this Agreement of Sale.

(c) This Agreement of Sale shall not be recorded in any public office.

(d) Any headings preceding the test of the several paragraphs hereof are inserted only as a matter of reference and convenience for the parties hereto, and in no way define, limit, or describe the scope or intent of this Agreement of Sale, nor affect its terms and provisions.

(e) The singular of any word may denote two or more, the plural one alone, and the words of one gender may denote another gender whenever appropriate under the actual circumstances.

(f) This Agreement of Sale shall be construed under and governed by the laws of the State of Delaware.

(g) This Agreement of Sale shall be executed in five (5) counterparts, each of which when executed shall be deemed as the original. Purchaser shall retain four (4) counterpart and the Seller shall retain one (1) counterparts.

(h) The parties hereto agree to execute and deliver any other instrument(s) and document(s) that may be necessary or convenient to carry into effect the provisions of this Agreement of Sale, and the parties agree to otherwise cooperate in good faith as may be necessary to complete the Settlement contemplated herein.

(i) Neither the Purchaser, nor the Seller, nor any broker has made any deliberate false

representations herein.

(j) This Agreement of Sale shall be binding upon the heirs, executors, administrators and assigns of the parties hereto.

(k) Both parties hereto warrant that they are empowered to execute this Agreement of Sale binding each party to its respective obligations hereunder.

(l) Both parties hereto acknowledge that they are entitled to seek legal advice prior to the execution of this Agreement of sale, and by executing this Agreement of Sale, each party hereto has affirmed that such legal advice was obtained.

APPROVAL OF SELLER. It is understood that this sale is made subject to the written approval of the Seller, which must be obtained within five (5) days of the date first written above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement of Sale to be executed the day and year written below.

WITNESS:

SELLER

By: Stanley Summers (SEAL)
Victoria Summers

DATE: Nov. 7, 2018

WITNESS:

PURCHASER

By: _____ (SEAL)

DATE: Nov. 26, 2018

EXHIBIT "A"

Property

JOHN D. HYNES & ASSOCIATES, INC.

Geotechnical and Environmental Consultants
Monitoring Well Installation
Construction Inspection and Materials Testing

August 24, 2018

Eric Norenberg
City of Milford
201 S. Walnut Street
Milford, Delaware 19963

Via Email: enorenberg@milford-de.gov
No. of Pages: 7
Original Via U.S. Mail

Re: Proposal to Provide Phase I Environmental Site Assessment Services
A-1 Autoglass Property
409 Northeast Front Street
Milford, Delaware

Dear Mr. Norenberg:

John D. Hynes & Associates, Inc. is pleased to present this proposal to provide ASTM E1527-13 compliant Phase I environmental site assessment services for the above referenced property. This proposal is presented in accordance with your request dated August 23, 2018. The work will be completed for the property described as the A-1 Autoglass Front Street Property, located at 409 Northeast Front Street in Milford, Delaware. Kent County has assigned this property a tax map and parcel ID of MD-16-183.07-01-56.00.

The property is located at 409 Northeast Front Street, Milford, Delaware. The property encompasses approximately 0.55 acres. The site is currently developed with one building and a storage shed.

Hynes & Associates proposes to perform the Phase I environmental site assessment in accordance with the American Society for Testing and Materials (ASTM) Standard Practice E 1527. The following Phase I assessment services are proposed for the property:

- Review available and reasonably obtainable aerial photographs, property deeds and fire insurance maps to identify recognized environmental conditions and to consider the potential environmental impact on the property by past owners and site uses;
- Research relevant Federal and State records for information including environmental permits, violations, citations and data about the subject property;
- Request copies of and review environmental permits, reports, and monitoring data on the subject property, if available;
- Interview the Owners (or Owner representatives) of the subject property for information about current and past site ownership and historical use and operations of the property;
- Perform an environmental file review for the subject property and any adjoining properties that are identified in relevant environmental databases;
- Evaluate if there is potential for vapor intrusion adversely impact the subject property;
- Perform a site reconnaissance of the property to observe and record by written documentation any conditions that could be considered a recognized environmental concern; and

- Report our findings and conclusions.

As part of our research on the properties, we will contact the Delaware Department of Natural Resources and Environmental Control (DNREC) for records of problems at the sites or adjoining properties. A Freedom of Information Act (FOIA) request will be forwarded to DNREC. For your convenience, we will not hold our reports for response to the FOIA inquiries. We propose to review certain government databases, including those from the U.S. Environmental Protection Agency (EPA) and the State of Delaware that may contain information of an environmental nature pertinent to the site.

We, also, propose to review selected government databases that may contain information of an environmental nature pertinent to the site. The Federal databases to be reviewed will include the following sources:

- Comprehensive Environmental Response, Cleanup, and Liability Information System site lists;
- National Priorities List (Superfund) site lists;
- Resource Conservation and Recovery Information System site lists;
- Emergency Response Notification System list; and
- Institutional control/engineering control registries.

The State databases to be reviewed will include the following sources:

- State equivalents to the above federal databases;
- State Hazardous Waste sites;
- Solid Waste Facilities/Landfill sites;
- Registered Underground Storage Tank sites;
- Leaking Underground Storage Tank sites;
- Voluntary Cleanup sites; and
- Brownfield sites.

A computer database search of these sources will be contracted to an information services company specializing in providing data on environmental liabilities associated with companies and property. Hynes & Associates will be responsible for reviewing the results of the computer search for items of potential environmental concern in the vicinity of the project site. The environmental services company is responsible for the data production and update modifications.

Prior to beginning the work, we ask that you provide us with existing surveys or plats of the property. If any reports documenting previous environmental work performed at the property are available, we ask that the reports be provided to Hynes & Associates for review for this assessment. When we begin the Phase I assessment, we will need to perform an interview with the current Owner of the property. We will, also, need to make a site visit to observe the property, including inside the building.

Upon completion of the scope of the Phase I environmental site assessment work described above, we will prepare a report of our findings. The report will include the Owner interviews, a description of our site reconnaissance, results of the historical and government database research, copies of the FOIA request, a site sketch, our conclusions and recommendations, and other information of an environmental nature collected during the assessment. The report will

be completed within approximately 30 days after we are given authorization to proceed. Three copies of the report will be provided

Hynes & Associates appreciates the opportunity to present this proposal for Phase I site assessment services. A detailed schedule of proposed fees follows. Please note that these environmental site assessment services do not include an environmental subsurface exploration and testing program, a wetlands delineation, or any other item not specifically outlined in the scope of service. If you have any questions regarding this proposal or if we may be of further assistance, please contact our office.

Respectfully,
JOHN D. HYNES & ASSOCIATES, INC.

Richard D. Rhoads
Project Manager

John D. Hynes
President

RDR: JDH/jsl

Attachments

32185 Beaver Run Drive • Salisbury, Maryland 21804 • 410-546-6462 • Fax 410-548-5346
Email: jdhynes@aol.com

PROPOSED FEES

Hynes & Associates proposes the following fees for providing Phase I environmental site assessment services for the A-1 Autoglass Property located in Milford, Delaware:

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	ESTIMATED TOTAL COST
I.	Site History Research			
A.	Federal and State government database search report and Fire Insurance Maps Review	LS	$290	$290.00
B.	Federal, State, and Local Government Records Review, FOIA requests, database order and review, and contacting town offices	2 hrs.	$85	$170.00
C.	Historical Review (including deed research, environmental report review, PIA response review, previous reports, and historical maps)	3 hrs.	$85	$255.00
D.	Project Manager: Historical and Government Records Review	1.5 hrs.	$110	$165.00
II.	Site Reconnaissance:			
A.	Project Manager: Site Visit (including travel time, site observations, and owner/operator interview)	3 hrs.	$110	$330.00
B.	Mileage	LS	$50	$50.00
C.	Photographic Services	LS	$25	$25.00
III.	Project Management and Reporting			
A.	Environmental Staff	8 hrs.	$85	$680.00
B.	Project Manager	3 hrs.	$110	$330.00
C.	Principal	2 hrs.	$150	$300.00

The total estimated project cost for the proposed Phase I assessments will be $2,595.00. We will not exceed this figure without your prior approval.

If the terms of this agreement are acceptable, please execute the agreement forms that follow and return one copy to our office for our records. Upon acceptance, our cover letter, the proposed fee schedule and the attached agreement sheets will form our contract.

32185 Beaver Run Drive • Salisbury, Maryland 21804 • 410-546-6462 • Fax 410-548-5346
Email: jdhynes@aol.com

JOHN D. HYNES & ASSOCIATES, INC.
Geotechnical Engineering, Environmental Consulting
Monitoring Well Installation, Materials Testing

32185 Beaver Run Drive
Salisbury, Maryland 21804
Telephone (410)546-6462
Fax (410)548-5346

AGREEMENT FOR ENVIRONMENTAL CONSULTING SERVICES

THIS AGREEMENT, made on this 24th day of August 2018, between John D. Hynes & Associates, Inc. ("Hynes & Assoc.") and City of Milford ("Client") to provide:

1. Services.

   Hynes & Assoc. agrees to provide Client the environmental consulting services set forth in Paragraph 2 below in connection with Client's project ("The Project") described as:

   A-1 Autoglass Property
   Milford, Delaware

2. Scope of Work.

   a. Hynes & Assoc. agrees to provide and Client authorizes Hynes & Assoc. to provide the environmental consulting services described in the attached proposal:

      Proposal to Provide Phase I Environmental Site Assessment Services
      A-1 Autoglass Property, Milford, Delaware

   b. Unless specifically listed in the scope of work, Hynes & Assoc. services exclude testing for the presence of asbestos, polychlorinated biphenyls (PCB's), radon gas, or any airborne pollutants.

3. Payment.

   Client agrees to pay for all services provided by Hynes & Assoc. and for all expenses incurred by Hynes & Assoc. in accordance with the attached fee schedule. All services will be billed on a monthly basis. A finance charge of 1 ½% per month shall be charged on any unpaid balance more than 30 days past due. Client shall pay all expenses incurred by Hynes & Assoc. for liening or collecting any delinquent amount, including, without limitation, attorney fees and court costs.

4. General Nature of Site Assessment.

   a. Because geologic and soil formations are inherently random, variable and indeterminate in nature, the professional services rendered by Hynes & Assoc. and opinion provided with respect to such services under this Agreement, are not guaranteed to be a representation of actual site conditions or contamination or cost, which are also subject to change with time as a result of natural or man made processes.

   b. In preparing a report, Hynes & Assoc. may review and interpret certain information provided to it by third parties, including government authorities, court house records, testing laboratories and other entities. Hynes & Assoc. will not conduct an independent evaluation with the accuracy or completeness of such information, and shall not be responsible for any errors or omissions contained in such information.

   c. All reports are made available for the sole use of the Client, and the contents thereof may not be used or relied upon by any other person without the express written consent and authorization of Hynes & Assoc.

   d. Services to be performed by Hynes & Assoc. shall not include an analysis or determination by Hynes & Assoc. as to whether the Client is in compliance with Federal, State or local laws, statutes, ordinances or regulations.

5. Responsibilities of the Client.

   The Client shall provide all information in its possession, custody or control which relates to the site, its present and prior uses, or activities at the site which may bear upon the services of the Consultant under this Agreement, including, but not limited to, the following:

   a. A legal description of the site, including boundary lines and a site plan;

   b. Historical information as to the prior owners of the site;

   c. Identification of the location of utilities, underground tanks, and other structures and the routing thereof at the site, including available plans of the site;

   d. A description of activities which were conducted at the site at any time by the Client or by any person or entity which would relate to the services provided by the Consultant; and

   e. Identification, by name, quantity, location, and date, of any releases or other documents indicating the presence or removal of any materials or substances having a chemical or physical impact on the site, including, but not limited to, those materials or substances defined by State and Federal environmental laws.

6. Standard of Care.

a. Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations and recommendations by Hynes & Assoc. will be based solely on information available to Hynes & Assoc. Hynes & Assoc. is responsible for its data, interpretations and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

b. Services performed by Hynes & Assoc. under this Agreement are expected by Client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the environmental consulting profession practicing contemporaneously under similar conditions in the locality of the project. Under no circumstance is any warranty, expressed or implied, made in connection with the providing of environmental consulting services.

7. Site Access and Site Conditions.

a. Client will grant or obtain free access to the site for all equipment and personnel necessary for Hynes & Assoc. to perform the work set forth in this Agreement. Client will notify any and all possessors of the project site that Client has granted Hynes & Assoc. free access to the site. Hynes & Assoc. will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur and the correction of such damage is not part of this Agreement unless so specified in the Proposal.

b. Client is responsible for accurately delineating the locations of all subterranean structures and utilities. Hynes & Assoc. will take reasonable precautions to avoid known subterranean structures, and Client waives any claim against Hynes & Assoc., and agrees to defend, indemnify, and hold Hynes & Assoc. harmless from any claim or liability for injury or loss, including attorneys' fees and other costs of defense, rising from damage done to subterranean structures and utilities not identified or accurately located.

c. Hynes & Assoc. by virtue of providing the services described herein does not assume the responsibility of the person(s) in charge of the site, or otherwise undertake responsibility for the reporting to any local, State or Federal public agencies any conditions at the site which may present a potential danger to public health or safety, or to the environment.

8. Other Subcontractors.

a. Hynes & Assoc, by the performance of any of the services contracted for in this Agreement, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities with regard to The Project customarily vested in The Project architects, design engineers, any other design agencies or authorities or other subcontractors.

b. Hynes & Assoc. services do not include costs associated with surveying the site by a certified land surveyor or the accurate horizontal and vertical location of tests. Location of field tests is based on information furnished to Hynes & Assoc. by others or on estimates made in the field by personnel.

9. Risk Allocation.

a. Client hereby agrees that the total liability of Hynes & Assoc. to the Client and to all other parties for any and all claims, losses, expenses or damages arising out of, or in any way relating to acts by Hynes & Assoc., or advice or opinions given by Hynes & Assoc. regarding the project, the site or this Agreement, from any cause or causes, including, but not limited to Hynes & Assoc.' negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall not exceed the greater of the total amount paid by the Client for the services of Hynes & Assoc. under this contract or $50,000.00.

b. Both Client and Hynes & Assoc. agree that they will not be liable to each other, under any circumstances, for special, indirect, consequential, or punitive damages arising out of or related to this Agreement.

c. Client agrees to defend, indemnify and hold Hynes & Assoc., its agents, subcontractors and employees harmless from and against any and all third party claims, defense costs, including attorneys' fees, damages, and other liabilities arising out of or in any way related to the Hynes & Assoc.' reports or recommendations concerning this Agreement, Hynes & Assoc.' presence on the project property, or the presence, release, or threatened release of hazardous or toxic substances, or pollutants on or from the project property; provided that Client shall not indemnify Hynes & Assoc. against liability for damages caused by the negligence or intentional misconduct of Hynes & Assoc., its agents, subcontractors, or employees.

10. Discovery of Anticipated or Unanticipated Hazardous Substances or Materials.

a. Client represents that Client has made a reasonable effort to evaluate if hazardous, toxic or polluting materials are on or near the project site, and that Client has informed Hynes & Assoc. of Client's findings relative to the anticipated presence of such materials.

b. Hazardous, toxic or polluting materials may exist at a site where there is no reason to believe they could or should be present. Hynes & Assoc. and Client agree that the discovery of unanticipated hazardous, toxic or polluting materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Hynes & Assoc. and Client also agree that the discovery of unanticipated hazardous, toxic or polluting materials may make it necessary for Hynes & Assoc. to take immediate measures to protect health and safety. Client agrees to compensate Hynes & Assoc. for any personnel protection, equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

c. Upon discovery of anticipated or unanticipated hazardous, toxic or polluting materials, then Hynes & Assoc. shall have the right to terminate all work on the project. In the event that the Agreement is terminated because of the discovery of materials posing unanticipated risks, it is agreed that Hynes & Assoc. shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this Agreement, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

d. Hynes & Assoc. agrees to notify Client when anticipated or unanticipated hazardous, toxic or polluting materials or suspected hazardous, toxic or polluting materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold Hynes & Assoc. harmless for any and all consequences of disclosures made by Hynes & Assoc. which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is Client's responsibility to inform the property owner of the discovery of anticipated or unanticipated hazardous, toxic or polluting materials or suspected hazardous, toxic or polluting materials, and if applicable the property Owner's reporting responsibility.

e. Notwithstanding any other provision of the Agreement, Client waives any claim against Hynes & Assoc. and, to the maximum extent permitted by law, agrees to defend, indemnify, and save Hynes & Assoc. harmless from any claim, liability, and/or defense costs for injury or loss arising from Hynes & Assoc.'s. discovery of anticipated or unanticipated hazardous, toxic or polluting materials or suspected hazardous, toxic or polluting materials, including, but not limited to, any costs created by delay of the project and any cost associated with possible reduction of the property's value.

11. Disposition of Samples and Equipment.

a. Disposition of Unpolluted Samples. No samples of unpolluted soil and rock will be kept by Hynes & Assoc. longer than sixty (60) days after submission of the final report unless agreed otherwise.

b. Hazardous or Potentially Hazardous, Toxic or Polluting Samples and Materials. In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by Federal, State or local statutes, regulations, or ordinances, Hynes & Assoc. will, after completion of testing (a) arrange for disposal by an independent testing lab or (b) reach an agreement in writing to have such samples and materials properly disposed in accordance with applicable laws, or (c) return such samples and materials to the client. Client agrees to pay all costs associated with the storage, transport, and disposal of samples and materials. Client recognizes and agrees that Hynes & Assoc. is acting as a bailee and at no time assumes title to said material.

c. Contaminated Equipment. All laboratory and field equipment contaminated in performing our services will be cleaned at Client's expense. Contaminated consumables will be disposed of and replaced at Client's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of Client. All such equipment shall be delivered to Client or disposed of in a manner similar to that indicated for hazardous samples. Client agrees to pay the fair market value of any such equipment which cannot reasonably be decontaminated.

12. Assignment.

Neither Client nor Hynes & Assoc. may delegate, assign or transfer its duties or interest in this Agreement without the written consent of the other party.

13. Enforcement.

Client agrees to pay Hynes & Assoc. all reasonable expenditures incurred by Hynes & Assoc. in enforcing the terms of this Agreement, including, reasonable attorneys' fees and court costs.

14. Force Majeure.

Neither party to this Agreement will be liable to the other party for delays in performing the services, nor for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

15. Reports, Recommendations and Ownership of Documents.

Reports, recommendations and other materials resulting from Hynes & Assoc.' efforts are intended solely for the purposes of this Agreement. Any reuse by Client or others for purposes outside of this Agreement or any failure to follow Hynes & Assoc.' recommendations, without Hynes & Assoc.' written permission, shall be at the user's sole risk. Client will furnish such reports, data, studies, plans, specifications, documents and other information deemed necessary by Hynes & Assoc. for proper performance of its services. Hynes & Assoc. may rely upon Client provided documents in performing the services required under this Agreement; however, Hynes & Assoc. assumes no responsibility or liability for their accuracy. All reports, field notes, calculations, estimates and other documents which are prepared, by Hynes & Assoc., shall remain Hynes & Assoc. property.

16. Termination.

This Agreement may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this Agreement or in the event of substantial failure of performance by the other party, or if Client suspends the work for more than three (3) months. In the event of termination, Hynes & Assoc. will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to the cost of completing analyses, records and reports necessary to document job status at the time of termination.

17. Applicable Law and Survival.

a. This Agreement shall be governed by the Law of the State of Maryland.

b. If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitation of liabilities and indemnities shall survive termination of this Agreement for any cause.

WITNESS the following signatures:

Witness

Witness

JOHN D. HYNES & ASSOCIATES, INC.

By: _____ (SEAL)

City of Milford _____ CLIENT

By: _____ (SEAL)

JOHN D. HYNES & ASSOCIATES, INC.

Geotechnical and Environmental Consultants
Monitoring Well Installation
Construction Inspection and Materials Testing

December 28, 2018

Eric Norenberg, ICMA-CM
The City of Milford Delaware
201 S. Walnut Street
Milford, Delaware 19963

Via Email: enorenberg@milford-de.gov
No. of Pages: 10
Original Via U.S. Mail

Re: Proposal to Provide Environmental Phase II Subsurface Exploration and Consulting Services
A-1 Autoglass Property
409 N.E. Front Street
Milford, Delaware
Project No. JDH-10/18/447

Dear Mr. Norenberg:

John D. Hynes & Associates, Inc. completed a Phase I Environmental Site Assessment (Phase I ESA) report for the above referenced A-1 Autoglass property located in Milford, Delaware. The report was dated December 12, 2018. In accordance with your request, we have prepared a proposal to evaluate the findings presented in the Phase I ESA.

Hynes & Associates identified 3 potential REC's associated with the property. This proposal presents our recommended workscope to address the RECs. The following discussion summarizes the potential Recognized Potential Environmental Conditions (as listed in the Phase I ESA), outlines the work scope proposed to address each potential REC, and presents an estimate to complete the work. We note that based on the findings obtained during completion of the proposed work, additional site work may be required or recommended.

Item One (Potential REC #1)

The EDR database indicated that 7 USTs were removed from the property between 1988 and 1997. State of Delaware (DNREC) records document the removal of 3 of the tanks in 1992 and 1997. DNREC documents were not available for the other 4 tanks that were removed prior to 1992. Petroleum hydrocarbon contamination was identified in subsurface soil during the removal of the 3 tanks that were documented by DNREC. No information was available regarding the potential presence of contamination in the subsurface near the 4 tanks reportedly removed prior to 1992. Also, the locations of the 4 tanks reportedly removed prior to 1992 are not known. Current subsurface soil and groundwater conditions are not known. It is possible that petroleum contamination is present in soil or groundwater at the site.

To evaluate for the approximate locations of the 4 tanks reportedly removed prior to 1992, Hynes & Associates recommends that a Ground Penetrating Radar (GPR) survey be completed. Under certain conditions, the GPR survey can identify areas in the subsurface that have been disturbed, such as areas of backfill where tanks were previously located. The GPR survey can, also, identify whether any tanks remain in the ground. Hynes & Associates will contract GPRS to complete the survey.

To evaluate for the presence of petroleum related contamination in the subsurface, Hynes & Associates recommends that a limited subsurface evaluation be completed in the area of the former locations of the 3 known tanks. Also, since the previous locations of 4 other tanks are not known, the subsurface evaluation may include

other areas of the site. Results from the GPR survey will be used to target specific areas of the site. Results from the evaluation will be used to determine whether any other site work is required or recommended.

We propose to advance soil borings in the area of the former USTs, and in any area(s) that may be suspected former UST locations based on the results of the GPR survey. We include costs to drill 12 soil borings. The number of borings may vary in consideration of the GPR survey data. Continuous soil samples will be collected from 12 proposed borings. The borings will be drilled into groundwater, which we anticipate will be 5 to 7 feet below the ground surface. Samples will be field screened for the presence of VOCs using a PID. The borings will be drilled using direct push drilling equipment.

Four soil samples will be collected for chemical laboratory testing from the borings. The samples will be selected based on site observations and PID readings. The samples will be tested for petroleum related contamination, including total petroleum hydrocarbons, diesel and gasoline range organics (TPH-DRO/TPH-GRO) and for volatile organic compounds (VOCs). The selected soil samples will be submitted to Phase Separation Science (PSS) of Baltimore, Maryland for analysis.

Item Two (Potential REC #2)

Reviewed records indicate that a 275 gallon waste oil tank may have been located on the property in 1992. The records do not indicate whether the tank was an above ground or an underground tank. No above ground tanks were observed during completion of the Phase I site reconnaissance. If the tank was an underground tank, it is possible that the tank is still be buried on the property.

To evaluate whether the tank is still located on the property, Hynes & Associates recommends that a GPR survey be completed in the suspected former location of the tank. Hynes & Associates will evaluate for the tank as part of the GPR survey described under Item 1. If a tank is suspected, Hynes & Associates will advance at least one soil boring adjacent to the tank as part of the soil boring program described under Item 1. Also, if a tank is located, the tank should be closed in accordance with current regulations. This estimate does not include costs to close any tank that is located.

Item Three (Potential REC #4)

Prior to 1993, the facility operated as a bus transportation business. It is likely that bus maintenance was carried out at the facility. It is possible that some maintenance activities were completed outside the current structure. If maintenance activities were completed outside of the structure, it is possible that fluids associated with vehicle maintenance may have impacted the subsurface at the site.

To evaluate for the presence of potential contamination associated with suspected past bus maintenance activities, Hynes & Associates recommends that a limited subsurface evaluation be completed. The recommended evaluation will be combined with the soil boring evaluation described under Item 1. In addition, Hynes & Associates proposes to collect near surface soil samples from 12 locations that are "between" soil boring locations proposed under Item 1. The samples will be collected from shallow test pits (12 inches deep) that will be excavated using a shovel. The soil samples will be field screened for the presence of VOCs using a PID. If contamination

is suspected based on PID readings and/or field observation, a soil boring will be advanced using the direct push drill rig described in Item 1.

We propose to collect 2 soil samples from the shallow excavations. The selected soil samples will be submitted to PSS for analysis of TPH-DRO and TPH-GRO. If contamination is observed at greater depths, additional soil samples will be submitted for testing. We have included unit rates in the fee schedule if additional testing is recommended.

During the proposed site work, down-hole equipment and sampling tools will be decontaminated between boring locations using laboratory grade detergent and water. The decontamination fluids will be dispersed across the ground surface, unless significant contamination is encountered. If significant contamination is encountered, decontamination fluids will be containerized and temporarily staged on-site for future evaluation and disposal. The boreholes will be backfilled with a bentonite plug and the soil cuttings. Proper disposal of decontamination fluids, if required, will be dependent upon our field observations and the analytical test results. This estimate does not include costs for fluid disposal.

Hynes & Associates will prepare a report summarizing the results of the evaluation. The results of the soil borings, PID screening data, laboratory tests and GPR survey will be included in the report. If contamination is identified, we will advise you whether the concentrations are above or below regulatory limits. Should contaminant concentrations exceed regulatory limits established by the Delaware Department of Natural Resources and Environmental Control (DNREC), DNREC may be required to be notified of the findings.

Prior to commencing the field work, we will contact MISS Utility to mark public underground utilities. We request that the Site Owner mark or otherwise identify the locations of utilities at the project site, if any exist. We will not be responsible for damage to unmarked underground utilities.

Hynes & Associates appreciates the opportunity to present this proposal to provide subsurface evaluation services for the A-1 Autoglass property. A detailed schedule of proposed fees follows. If you have any questions regarding this proposal or if we may be of further assistance, please contact our office.

Respectfully,
JOHN D. HYNES & ASSOCIATES, INC.

Richard D. Rhoads
Project Geologist

John D. Hynes
President

RDR: JDH/kd

32185 Beaver Run Drive • Salisbury, Maryland 21804 • 410-546-6462 • Fax 410-548-5346
Email: jdhynes@aol.com

PROPOSED FEES

Hynes & Associates proposes the following fees to perform Environmental Phase II Subsurface Evaluation and Consulting services for the A-1 Autoglass property located at 409 N.E. Front Street in Milford, Delaware:

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	ESTIMATED TOTAL COST
I.	GPR Survey			
A.	Mobilization/Demobilization	LS	$225	$225.00
B.	Environmental staff to Supervise GPR Survey	4 hrs.	$85	$340.00
C.	Additional staff Time	Open	$85/hr.	Open
D.	Ground Penetrating Radar Survey (Subcontractor)	½ day	$900	$900.00
II.	Field Exploration Services			
A.	Mobilization/Demobilization of Environmental Crew and staff	LS	$750	$750.00
B.	Environmental Drill Crew to Drill 12 Soil Borings and excavate 12 shallow test pits			
1.	Drill 12 borings to GW	12 ea.	$125	$1,500.00
2.	Additional borings	Open	$125/ea.	Open
3.	Excavate 12 shallow test pits	12 ea.	$25	$300.00
4.	Additional test pits	Open	$25/ea.	Open
C.	Environmental staff to screen soil samples	8 hrs.	$85	$680.00
D.	Additional Environmental Staff Time	Open	$85/hr.	Open
E.	PID Rental	1 day	$75	$75.00
F.	Drums for Fluid Storage	Open	$55/ea.	Open
G.	Bentonite Hole Plug for Soil Borings	LS	$50	$50.00
H.	Laboratory Testing Services			
1.	VOCs, TPH-GRO and TPH-DRO (Soil)	4 sets	$385	$1,540.00
2.	TPH-GRO/DRO (Soil)	2 sets	$150	$300.00
3.	Sample Shipping and Handling	LS	$100	$100.00
4.	TPH-DRO (Soil)	Open	$70/ea.	Open
5.	TPH-GRO (Soil)	Open	$80/ea.	Open
6.	VOCs (Soil)	Open	$235/ea.	Open
III.	Project Management and Reporting			
A.	Environmental Staff	6 hrs.	$85	$510.00
B.	Project Manager	7 hrs.	$110	$770.00
C.	Principal	3 hrs.	$150	$450.00

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	ESTIMATED TOTAL COST
D.	Additional Time			
1.	Environmental Staff	Open	$85/hr.	Open
2.	Project Manager	Open	$110/hr.	Open
3.	Principal	Open	$150/hr.	Open

The estimated project cost for the proposed evaluation services is $8,490.00. We will not exceed this figure except to provide drums if required without your prior approval.

If the terms of this agreement are acceptable, please execute the agreement forms that follow and return one copy to our office for our records. Upon acceptance, our cover letter, the proposed fee schedule and the attached agreement sheets will form our contract.

32185 Beaver Run Drive • Salisbury, Maryland 21804 • 410-546-6462 • Fax 410-548-5346
Email: jdhynes@aol.com

JOHN D. HYNES & ASSOCIATES, INC.
Geotechnical Engineering, Environmental Consulting
Monitoring Well Installation, Materials Testing

32185 Beaver Run Drive
Salisbury, Maryland 21804
Telephone (410)546-6462
Fax (410)548-5346

AGREEMENT FOR ENVIRONMENTAL CONSULTING SERVICES

THIS AGREEMENT, made on this 28th day of December 2018, between John D. Hynes & Associates, Inc. ("Hynes & Assoc.") and The City of Milford Delaware ("Client") to provide:

1. Services.

   Hynes & Assoc. agrees to provide Client the environmental consulting services set forth in Paragraph 2 below in connection with Client's project ("The Project") described as:

   A-1 Autoglass Property
   Milford, Delaware

2. Scope of Work.

   a. Hynes & Assoc. agrees to provide and Client authorizes Hynes & Assoc. to provide the environmental consulting services described in the attached proposal:

      Proposal to Provide Environmental Phase II Subsurface Exploration and Consulting Services
      A-1 Autoglass Property, Milford, Delaware

   b. Unless specifically listed in the scope of work, Hynes & Assoc. services exclude testing for the presence of asbestos, polychlorinated biphenyls (PCB's), radon gas, or any airborne pollutants.

3. Payment.

   Client agrees to pay for all services provided by Hynes & Assoc. and for all expenses incurred by Hynes & Assoc. in accordance with the attached fee schedule. All services will be billed on a monthly basis. A finance charge of 1 ½% per month shall be charged on any unpaid balance more than 30 days past due. Client shall pay all expenses incurred by Hynes & Assoc. for liening or collecting any delinquent amount, including, without limitation, attorney fees and court costs.

4. General Nature of Site Assessment.

   a. Because geologic and soil formations are inherently random, variable and indeterminate in nature, the professional services rendered by Hynes & Assoc. and opinion provided with respect to such services under this Agreement, are not guaranteed to be a representation of actual site conditions or contamination or cost, which are also subject to change with time as a result of natural or man made processes.

   b. In preparing a report, Hynes & Assoc. may review and interpret certain information provided to it by third parties, including government authorities, court house records, testing laboratories and other entities. Hynes & Assoc. will not conduct an independent evaluation with the accuracy or completeness of such information, and shall not be responsible for any errors or omissions contained in such information.

   c. All reports are made available for the sole use of the Client, and the contents thereof may not be used or relied upon by any other person without the express written consent and authorization of Hynes & Assoc.

   d. Services to be performed by Hynes & Assoc. shall not include an analysis or determination by Hynes & Assoc. as to whether the Client is in compliance with Federal, State or local laws, statutes, ordinances or regulations.

5. Responsibilities of the Client.

   The Client shall provide all information in its possession, custody or control which relates to the site, its present and prior uses, or activities at the site which may bear upon the services of the Consultant under this Agreement, including, but not limited to, the following:

   a. A legal description of the site, including boundary lines and a site plan;

   b. Historical information as to the prior owners of the site;

   c. Identification of the location of utilities, underground tanks, and other structures and the routing thereof at the site, including available plans of the site;

   d. A description of activities which were conducted at the site at any time by the Client or by any person or entity which would relate to the services provided by the Consultant; and

   e. Identification, by name, quantity, location, and date, of any releases or other documents indicating the presence or removal of any materials or substances having a chemical or physical impact on the site, including, but not limited to, those materials or substances defined by State and Federal environmental laws.

6. Standard of Care.

a. Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations and recommendations by Hynes & Assoc. will be based solely on information available to Hynes & Assoc. Hynes & Assoc. is responsible for its data, interpretations and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

b. Services performed by Hynes & Assoc. under this Agreement are expected by Client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the environmental consulting profession practicing contemporaneously under similar conditions in the locality of the project. Under no circumstance is any warranty, expressed or implied, made in connection with the providing of environmental consulting services.

7. Site Access and Site Conditions.

a. Client will grant or obtain free access to the site for all equipment and personnel necessary for Hynes & Assoc. to perform the work set forth in this Agreement. Client will notify any and all possessors of the project site that Client has granted Hynes & Assoc. free access to the site. Hynes & Assoc. will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur and the correction of such damage is not part of this Agreement unless so specified in the Proposal.

b. Client is responsible for accurately delineating the locations of all subterranean structures and utilities. Hynes & Assoc. will take reasonable precautions to avoid known subterranean structures, and Client waives any claim against Hynes & Assoc., and agrees to defend, indemnify, and hold Hynes & Assoc. harmless from any claim or liability for injury or loss, including attorneys' fees and other costs of defense, rising from damage done to subterranean structures and utilities not identified or accurately located.

c. Hynes & Assoc. by virtue of providing the services described herein does not assume the responsibility of the person(s) in charge of the site, or otherwise undertake responsibility for the reporting to any local, State or Federal public agencies any conditions at the site which may present a potential danger to public health or safety, or to the environment.

8. Other Subcontractors.

a. Hynes & Assoc, by the performance of any of the services contracted for in this Agreement, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities with regard to The Project customarily vested in The Project architects, design engineers, any other design agencies or authorities or other subcontractors.

b. Hynes & Assoc. services do not include costs associated with surveying the site by a certified land surveyor or the accurate horizontal and vertical location of tests. Location of field tests is based on information furnished to Hynes & Assoc. by others or on estimates made in the field by personnel.

9. Risk Allocation.

a. Client hereby agrees that the total liability of Hynes & Assoc. to the Client and to all other parties for any and all claims, losses, expenses or damages arising out of, or in any way relating to acts by Hynes & Assoc., or advice or opinions given by Hynes & Assoc. regarding the project, the site or this Agreement, from any cause or causes, including, but not limited to Hynes & Assoc.' negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall not exceed the greater of the total amount paid by the Client for the services of Hynes & Assoc. under this contract or $50,000.00.

b. Both Client and Hynes & Assoc. agree that they will not be liable to each other, under any circumstances, for special, indirect, consequential, or punitive damages arising out of or related to this Agreement.

c. Client agrees to defend, indemnify and hold Hynes & Assoc., its agents, subcontractors and employees harmless from and against any and all third party claims, defense costs, including attorneys' fees, damages, and other liabilities arising out of or in any way related to the Hynes & Assoc.' reports or recommendations concerning this Agreement, Hynes & Assoc.' presence on the project property, or the presence, release, or threatened release of hazardous or toxic substances, or pollutants on or from the project property; provided that Client shall not indemnify Hynes & Assoc. against liability for damages caused by the negligence or intentional misconduct of Hynes & Assoc., its agents, subcontractors, or employees.

10. Discovery of Anticipated or Unanticipated Hazardous Substances or Materials.

a. Client represents that Client has made a reasonable effort to evaluate if hazardous, toxic or polluting materials are on or near the project site, and that Client has informed Hynes & Assoc. of Client's findings relative to the anticipated presence of such materials.

b. Hazardous, toxic or polluting materials may exist at a site where there is no reason to believe they could or should be present. Hynes & Assoc. and Client agree that the discovery of unanticipated hazardous, toxic or polluting materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Hynes & Assoc. and Client also agree that the discovery of unanticipated hazardous, toxic or polluting materials may make it necessary for Hynes & Assoc. to take immediate measures to protect health and safety. Client agrees to compensate Hynes & Assoc. for any personnel protection, equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

c. Upon discovery of anticipated or unanticipated hazardous, toxic or polluting materials, then Hynes & Assoc. shall have the right to terminate all work on the project. In the event that the Agreement is terminated because of the discovery of materials posing unanticipated risks, it is agreed that Hynes & Assoc. shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this Agreement, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

d. Hynes & Assoc. agrees to notify Client when anticipated or unanticipated hazardous, toxic or polluting materials or suspected hazardous, toxic or polluting materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold Hynes & Assoc. harmless for any and all consequences of disclosures made by Hynes & Assoc. which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is Client's responsibility to inform the property owner of the discovery of anticipated or unanticipated hazardous, toxic or polluting materials or suspected hazardous, toxic or polluting materials, and if applicable the property Owner's reporting responsibility.

e. Notwithstanding any other provision of the Agreement, Client waives any claim against Hynes & Assoc. and, to the maximum extent permitted by law, agrees to defend, indemnify, and save Hynes & Assoc. harmless from any claim, liability, and/or defense costs for injury or loss arising from Hynes & Assoc.'s. discovery of anticipated or unanticipated hazardous, toxic or polluting materials or suspected hazardous, toxic or polluting materials, including, but not limited to, any costs created by delay of the project and any cost associated with possible reduction of the property's value.

11. Disposition of Samples and Equipment.

a. Disposition of Unpolluted Samples. No samples of unpolluted soil and rock will be kept by Hynes & Assoc. longer than sixty (60) days after submission of the final report unless agreed otherwise.

b. Hazardous or Potentially Hazardous, Toxic or Polluting Samples and Materials. In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by Federal, State or local statutes, regulations, or ordinances, Hynes & Assoc. will, after completion of testing (a) arrange for disposal by an independent testing lab or (b) reach an agreement in writing to have such samples and materials properly disposed in accordance with applicable laws, or (c) return such samples and materials to the client. Client agrees to pay all costs associated with the storage, transport, and disposal of samples and materials. Client recognizes and agrees that Hynes & Assoc. is acting as a bailee and at no time assumes title to said material.

c. Contaminated Equipment. All laboratory and field equipment contaminated in performing our services will be cleaned at Client's expense. Contaminated consumables will be disposed of and replaced at Client's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of Client. All such equipment shall be delivered to Client or disposed of in a manner similar to that indicated for hazardous samples. Client agrees to pay the fair market value of any such equipment which cannot reasonably be decontaminated.

12. Assignment.

Neither Client nor Hynes & Assoc. may delegate, assign or transfer its duties or interest in this Agreement without the written consent of the other party.

13. Enforcement.

Client agrees to pay Hynes & Assoc. all reasonable expenditures incurred by Hynes & Assoc. in enforcing the terms of this Agreement, including, reasonable attorneys' fees and court costs.

14. Force Majeure.

Neither party to this Agreement will be liable to the other party for delays in performing the services, nor for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

15. Reports, Recommendations and Ownership of Documents.

Reports, recommendations and other materials resulting from Hynes & Assoc.' efforts are intended solely for the purposes of this Agreement. Any reuse by Client or others for purposes outside of this Agreement or any failure to follow Hynes & Assoc.' recommendations, without Hynes & Assoc.' written permission, shall be at the user's sole risk. Client will furnish such reports, data, studies, plans, specifications, documents and other information deemed necessary by Hynes & Assoc. for proper performance of its services. Hynes & Assoc. may rely upon Client provided documents in performing the services required under this Agreement; however, Hynes & Assoc. assumes no responsibility or liability for their accuracy. All reports, field notes, calculations, estimates and other documents which are prepared, by Hynes & Assoc., shall remain Hynes & Assoc. property.

16. Termination.

This Agreement may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this Agreement or in the event of substantial failure of performance by the other party, or if Client suspends the work for more than three (3) months. In the event of termination, Hynes & Assoc. will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to the cost of completing analyses, records and reports necessary to document job status at the time of termination.

17. Applicable Law and Survival.

a. This Agreement shall be governed by the Law of the State of Maryland.

b. If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitation of liabilities and indemnities shall survive termination of this Agreement for any cause.

WITNESS the following signatures:

Kelly Driscoll
Witness

JOHN D. HYNES & ASSOCIATES, INC.

By: _____ (SEAL)

Christine Conde
Witness

The City of Milford Delaware CLIENT

By: _____ City Manager (SEAL)

Progressive Engineering Consultants, Inc.

P.O. Box 690638, Charlotte, NC 28227-7011

Telephone: (704) 545-7327 Fax: (704) 545-2315

progress@pecinc.net

January 3, 2019

City of Milford
201 S. Walnut Street
Milford, DE 19963
Attn: Ms. Teresa Hudson

Re: 2019 Miscellaneous Engineering Services Contract and Per Diem Rate Schedule

Ms. Hudson;

Attached please find Progressive Engineering Consultants' Contract for Miscellaneous Engineering Services and Per Diem Rate Schedule for Engineering Services effective January 1, 2019. If these documents meet with your approval, please execute Pages 1 and 4 and return one (1) fully executed copy to our office.

Please note that our 2019 Per Diem Rates have remained the same as the 2018 level.

Should you have questions, please do not hesitate to call.

Respectfully Submitted,

Progressive Engineering Consultants, Inc.#

R. Alan Cobb
President

Attachment(s)

CONTRACT FOR MISCELLANEOUS ENGINEERING SERVICES

STATE OF DELAWARE

COUNTY OF KENT AND SUSSEX

THIS CONTRACT made effective this the _____ day of _____, **2019** by and between the **CITY OF MILFORD, DELAWARE** hereinafter referred to as the "**City**", and **PROGRESSIVE ENGINEERING CONSULTANTS, INC**. of Charlotte, North Carolina, hereinafter referred to as the "**Engineer**".

W I T N E S S E T H:

WHEREAS, the City desires for the Engineer to perform various miscellaneous engineering services (hereinafter referred to as "Services") in conjunction with the operation and maintenance of the City's utility systems on an as needed basis; and

WHEREAS, the Engineer is qualified and prepared to provide such services.

NOW, **THEREFORE**, in consideration of the promises and the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I - COMPENSATION

The City shall pay the Engineer for the performance of the Services in accordance with Attachment I (Per Diem Rate Schedule).

The Engineer shall invoice the City for the Services on a monthly basis and the City agrees to make payment within thirty (30) days after receipt of the Engineer's invoice.

ARTICLE II - GENERAL OBLIGATIONS OF THE ENGINEER

The Services to be performed by the Engineer shall be engineering services relating to the operation and maintenance of the electric utility system of the City which the City has requested the Engineer to perform.

The Engineer shall exercise the care, skill, and diligence customarily provided by a Professional Engineer in the performance of the Services described herein.

ARTICLE III - INDEPENDENT CONTRACTOR

The Engineer undertakes the performance of this Contract as an Independent Contractor and shall be wholly responsible for the methods followed in the performance of the Services. The Engineer shall work closely with the City in performing the Services provided for in this Contract.

ARTICLE IV - COMPLIANCE WITH LAWS

The Engineer will comply with all applicable regulatory requirements including federal, state, and local laws, rules and regulations, codes, criteria and standards.

ARTICLE V - INSURANCE

During the performance of the Services under this Contract the Engineer shall maintain the following insurance:

(1) For the protection of the City, Professional Liability Insurance in the amount of $250,000.00. If the City requests additional coverage, the Engineer shall be reimbursed by the City for the additional cost associated with such coverage, with such coverage to remain in full force and effect during the term of this contract.

(2) Comprehensive General Liability Insurance with bodily injury limits of not less than $1,000,000.00 for each occurrence and not less than $2,000,000.00 in the aggregate, and with property damage limits of not less than $1,000,000.00 for each occurrence and not less than $2,000,000.00 in the aggregate.

(3) Worker's Compensation Insurance in accordance with statutory requirements and Employers Liability Insurance with limits of not less than $100,000.00 for each accident.

(4) Automobile Insurance with bodily injury limits of not less than $1,000,000.00 and property damage limits of not less than $250,000.00.

ARTICLE VI - INDEMNIFICATION

The Engineer shall save harmless and indemnify the City from any and all claims occurring as a result of the Engineer's negligent acts, errors or omissions, patent infringement or breach of contract of the Engineer.

ARTICLE VII - CITY'S RESPONSIBILITIES

The City shall supply to the Engineer, either directly or indirectly from others, all available information and data which is reasonable and required by the Engineer. The City shall also be responsible for the following:

(1) Approving all procedures established to govern the relationships between the City, the Engineer, and third parties.

(2) Making final planning decisions utilizing information supplied by the Engineer.

(3) Providing designated personnel to represent the City in matters involving the Engineer.

(4) Providing general assistance in the performance of the services necessary as a part of this Contract.

ARTICLE VIII - OWNERSHIP OF DOCUMENTS

The City shall own all documents which are deemed to be a work product of the performance of this Contract. Original documents, however, shall remain in the files of the Engineer unless otherwise directed, in writing, by the City.

The City agrees to save harmless and indemnify the Engineer from any and all claims occurring as a result of the re-use of documents created under this Contract on any other project without the Engineer's prior knowledge and consent in writing.

ARTICLE IX - TERM
The Term of this contract shall be through December 31, 2019 unless otherwise agreed upon in writing by both parties.

ARTICLE X - ASSIGNMENT
This Contract shall not be assigned in whole or in part, unless approved in writing by both parties.

ARTICLE XI - INTERPRETATION
This Agreement shall be deemed to have been made in the State of Delaware, and its validity, construction and effect shall be governed by the laws of the State of Delaware.

ARTICLE XII - WAIVER
Failure or delay on the part of the Engineer or City to exercise any right, remedy, power or privilege hereunder shall not operate as a waiver on any other default or on the same type default on a future occasion.

ARTICLE XIII - AMENDMENT
No revision to this Contract shall be valid unless made in writing and signed by an officer of the Engineer and an authorized Official of the City.

ARTICLE XIV - TIME
Unless prevented by strikes, accidents, weather or other reasonable cause, Engineer shall deliver the services to be provided hereunder in accordance with the schedule specified by the City.

ARTICLE XV - COUNTERPARTS
This Agreement shall be simultaneously executed in two (2) counterparts, each of which so executed shall be deemed to be original, and such counterparts together shall constitute but one and the same instrument.

IN WITNESS, WHEREOF, the parties have executed this Contract by their duly authorized representatives effective the day and year first above written.

CITY OF MILFORD
MILFORD, DELAWARE

ATTEST:

Signature

Signature

Print Name

Title

(SEAL)

PROGRESSIVE ENGINEERING CONSULTANTS, INC.

By: _____
Robert F. Thomas, Jr., P.E.
President

ATTEST:

By: _____
R. Alan Cobb
Vice President

PROGRESSIVE ENGINEERING CONSULTANTS, INC.

Complete Power Engineering Services

Per Diem Rate Schedule for Engineering Services

Effective January 1, 2019

Employee	Job Classification	Hourly Rate	Per Diem Rate
R. Alan Cobb, P.E.	Design Engineer I	$ 151.50	$ 1212.00
R. F. Thomas, Jr., P.E.	Design Engineer II	$ 146.25	$ 1170.00
M. A. Dawson, P.E.	Design Engineer III	$ 137.25	$ 1098.00
	Design Engineer IV	$ 129.50	$ 1036.00
	Field Engineer I	$ 134.75	$ 1078.00
R. A. Martin	Field Engineer II	$ 127.00	$ 1016.00
	Field Engineer III	$ 106.75	$ 854.00
	Associate Engineer I	$ 100.50	$ 804.00
	CAD Operator	$ 85.50	$ 684.00
	Clerical	$ 85.50	$ 684.00

Plus, the following charges:

- Mileage @ IRS Recommended Business Mileage Rate
- Additional Travel Expenses at Cost
- Meals & Lodging at Cost
- All Other Out-of-Pocket Expenses at Cost
- Daily Rate is Per Eight (8) Hours Portal-to-Portal
- All Over Eight (8) Hours Per Day to be Billed at the Hourly Rate Multiplied by 1.5
- All Charges will be for a Minimum of two (2) Hours unless Scheduling Allows for Reassignment of Personnel to an Alternate Project
- Invoices for Per Diem Charges will be Submitted Monthly and are Due Upon Receipt

P.O. Box 690638 Charlotte, North Carolina 28227-7011

Telephone (704) 545 – 7327 Fax (704) 545 - 2315

progress@pecinc.net

OFFICE OF THE CITY MANAGER
201 South Walnut Street
Milford, DE 19963
www.cityofmilford.com

THE CITY of Milford DELAWARE

ERIC NORENBERG, ICMA-CM
City Hall 302.422.1111
Direct 302.424.8394
ENorenberg@milford-de.gov

January 9, 2019

TO: Mayor and City Council

FROM: Eric Norenberg

SUBJECT: Appointment of Alternate Director to the DEMEC Board

With the recent announcement of Electric Superintendent Rick Carmean's retirement, the City needs to appoint an alternate director to the DEMEC Board of Directors.

Historically, the City Manager has served as the City's primary representative to the DEMEC Board as Director, and the Electric Superintendent has served as the Alternate Director. Recruitment is underway for a new Electric Superintendent.

It is recommended that Public Works Director Mark Whitfield be appointed to serve as the City of Milford's Alternate Director for the DEMEC board, effective January 15, 2019.

City of Milford

Resolution
2019-03

Appointment of DEMEC Director & Alternate Director

WHEREAS, the City of Milford is a member of the Delaware Municipal Electric Company ("DEMEC"), a municipal electric company established pursuant to 22 Del. C. Chapter 13;

WHEREAS, the City of Milford is authorized to appoint an individual to serve on the DEMEC Board of Directors pursuant to 22 Del. C. § 1304(3);

WHEREAS, Article V, Section I of the DEMEC Agreement and Articles of Incorporation, grants the Member City the authority to appoint an alternate director to serve in the absence of the director.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Milford:

(1) The City Manager shall continue to serve as the Director representing the City of Milford on the DEMEC Board of Directors.

(2) The Public Works Director shall serve as the Alternate Director in the absence of the Director.

(3) In the absence of the Director, the Alternate Director shall have full power and authority to act on the City of Milford's behalf.

(4) This resolution supersedes all prior resolutions related to the appointment of a DEMEC Director and Alternate Director from the City of Milford.

This certifies that this is a true and correct copy of the Resolution duly adopted by the City Council of the City of Milford at its meeting on January 14, 2019.

Mayor Arthur J. Campbell

City Clerk Teresa K. Hudson

Police Department Request:

Two New Full-time Positions
Dispatchers

Cost of Dispatch employee $62,800 to be budgeted FY2020
Cost of Dispatch employee for 6 months $31,400 for remaining FY2019

CITY OF MILFORD
NOTICE OF PUBLIC HEARINGS

PLANNING COMMISSION PUBLIC HEARING: DECEMBER 18, 2018
CITY COUNCIL PUBLIC HEARING: JANUARY 28, 2019

NOTICE IS HEREBY GIVEN the Planning Commission of the City of Milford will hold a Public Hearing on Tuesday, December 18, 2018 at 7:00 p.m. or as soon thereafter as possible.

A FINAL PUBLIC HEARING is scheduled on Monday, January 28, 2019 at 7:00 p.m. before Milford City Council. Following the hearing, the ordinance may be adopted, with or without amendments.

ORDINANCE 2018-31

DCRAC on behalf of the City of Milford for a Conditional Use to allow a social service use of 3.40+/- acres in an R2 Zoning District. Property is located 604 N Walnut St, Milford, DE. Present Use: Municipal Facility (Armory); Proposed Use: Community Service Building. Tax Map MD-16-183.06-02-14.00

WHEREAS, the City of Milford Planning Commission will consider the conditional use application at a Public Hearing on December 18, 2018; and

WHEREAS, Milford City Council will hold a Public Hearing on January 28, 2019 to allow for public comment and further review of the ordinance; and

WHEREAS, it is deemed in the best interest of the City of Milford to allow a Conditional Use to allow a social service use as herein described.

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

Section l. Upon the adoption of this ordinance, DCRAC on behalf of the City of Milford is hereby granted a Conditional Use Permit to allow a social service use, in accordance with the application, approved plans and any conditions set forth at the Public Hearings.

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: December 18, 2018
City Council Introduction: January 14, 2019
City Council Public Hearing: January 28, 2019
Adoption: January 28, 2019
Effective: February 7, 2019

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 11/28/18

11/19/18R

CITY HALL
201 South Walnut Street
Milford, DE 19963
www.cityofmilford.com

THE CITY of Milford DELAWARE

PLANNING DEPARTMENT
Planning, Economic Development,
Enforcement, and Inspections Office
O 302.424.8396 | F 302.424.3559

DATA SHEET FOR DCRAC

Planning Commission Meeting: December 18, 2018
City Council Meeting: January 28, 2019

Application Number / Name	:	18-026 / DCRAC
Applicant	:	DCRAC 20127 Georgetown Professional Park Georgetown, DE 19947
Owner	:	City of Milford 201 S. Walnut Street Milford, DE 19963
Application Type	:	Conditional Use
Present Comprehensive Plan Map Designation	:	Low Density Residential
Present Zoning District	:	R-2 (Residential District)
Present Use	:	Armory / Municipal Facility
Proposed Use	:	Community Service Building / Municipal Facility
Size and Location	:	3.4 +/- acres located of land located along the west side of N. Walnut Street, addressed as 604 N. Walnut Street.
Tax Map & Parcel	:	MD-16-183.06-02-14.00

ENC: Staff Analysis Report
Exhibit A – Location & Zoning Map
Exhibit B – Aerial Map
Exhibit C – Floor Plan

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STAFF REPORT
November 13, 2018

Application Number / Name	**:**	18-026 / DCRAC
Present Comprehensive Plan Designation	**:**	Low Density Residential
Present Zoning District	**:**	R-2 (Residential District)
Present Use	**:**	Armory / Municipal Facility
Proposed Use	**:**	Community Service Building / Municipal Facility
Tax Map & Parcel	**:**	MD-16-183.06-02-14.00
Size and Location	**:**	3.4 +/- acres of land located along the west side of N. Walnut Street, addressed as 604 N. Walnut Street.

I. BACKGROUND INFORMATION:

- The applicant proposes to utilize the former armory building as a Community Service Building, offering programs and services such as housing assistance, foreclosure prevention, pre-purchase counseling, credit and budgeting assistance, tax controversy assistance, workforce development, job skills training, certifications, will and estate planning.

- Chapter 230-10(C) states all uses specified as conditional uses in the R-1 District are conditional uses in the R-2 zoning district. Chapter 230-9 (C)(7) states a "social service" or "civic organization" may be permitted with the approval of a conditional use permit by the Milford City Council.

- The initial phase over the first 12 months of operation would include one employee from DCRAC and one employee from GG4L occupying the two offices on the upper level of the armory. Occasionally, other members from the two groups may schedule appointments to provide specific services for individuals. There may be a need during the initial stage to hold workshops with up to 15 attendees in the upper level of the armory. Normal hours of operation would be 8am to 5pm, with occasional training, workshops and etc. to be offered after hours, between the hours of 6:00 pm and 8:30 pm.

- The Milford Parks & Recreation Department utilizes the area enclosed by a fence on the west side of the property for storage and workshops for park maintenance staff. There is an existing community garden on the north side of the property along N. Walnut Street, outside the fenced in area.

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 subject parcel is surrounded on all sides by properties zoned R-2 (Residential District). The property to the south contains a single-family detached dwelling unit. The properties to the east, across N. Walnut Street, contain single-family detached dwelling units. The properties to the north contain a single-family detached dwelling unit and the Milford community cemetery. The property to the west contains Banneker Elementary School. Other uses in the neighborhood include churches and a community deli.

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

The proposed use is permitted by a conditional use permit in all residential zones. The proposed use would also be permitted in commercial, institutional and business park zones.

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

Although the proposed use is not specifically referenced in the Comprehensive Plan, providing the proposed additional services and resources will support lower income individuals and families in the community through workforce development and training, financial counseling, and housing assistance which will hopefully reduce unemployment figures in the City and surrounding areas.

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

There is sufficient space on the property to provide screening from adjacent uses if necessary. The building was previously used by the air national guard for offices and generated similar amounts of traffic. As mentioned above, the site contains two existing uses, one as a community garden on the north side of the property, and use by Milford Parks & Recreation within the fenced in area on the west side of the property.

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

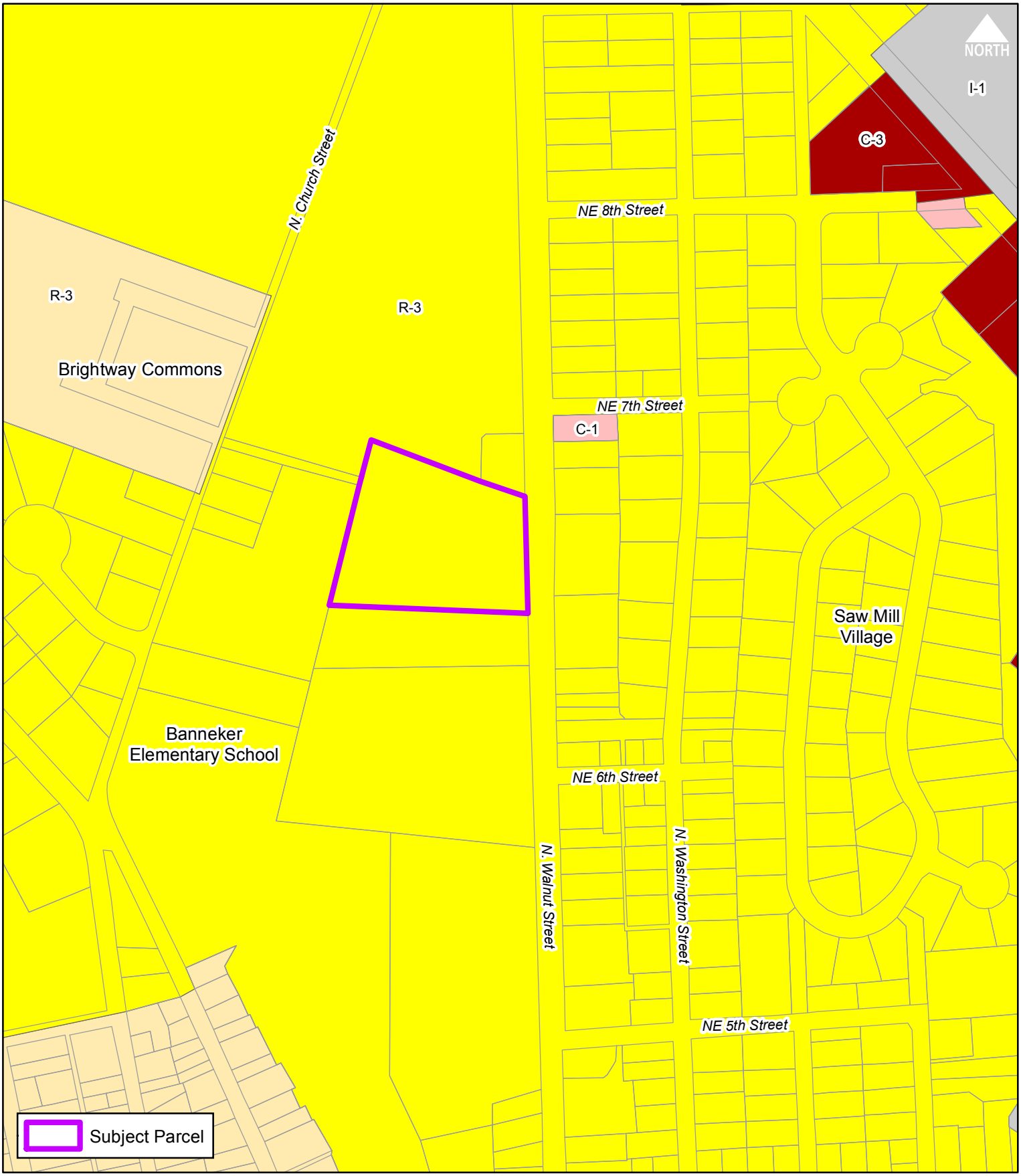
The proposed use should not detract from existing and future uses in the area. The use will serve as a community resource for low income individuals and families within the community.

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

The building footprint and site components are existing, and are consistent with the zoning ordinance with regards to building and parking setbacks. The site has two existing entrances on N. Walnut Street with one-way traffic circulation around the building through the fenced in area utilized by Milford Parks & Recreation. There are 18 existing parking spaces outside of the fenced in area that would be utilized by the proposed use. These 18 parking spaces should be sufficient for the initial 12 months of operation. As additional planned services are added and other areas of the building renovated to accommodate additional tenants, staff recommends the parking lot and entrances be expanded to a minimum of 20 feet in width to allow two-way traffic and make the parking spaces perpendicular to the traffic flow.

- If the Planning Commission and City Council elect to approve the applicant's request, staff recommends the following minimum conditions of approval:

    - The applicant must obtain approval from the City Building Inspector, State Fire Marshal's Office and State Plumbing Office for the proposed use prior to the issuance of a Certificate of Occupancy.



THE CITY of Milford DELAWARE

Scale: 0 150 300 Feet

Drawn by: WRP

Date: 11/09/18

Filepath: ConditionalUse_DCRAC.mxd

Title:

Conditional Use

DCRAC

Location & Zoning Map



THE CITY of Milford DELAWARE

Scale: 0 37.5 75 Feet

Drawn by: WRP

Date: 11/09/18

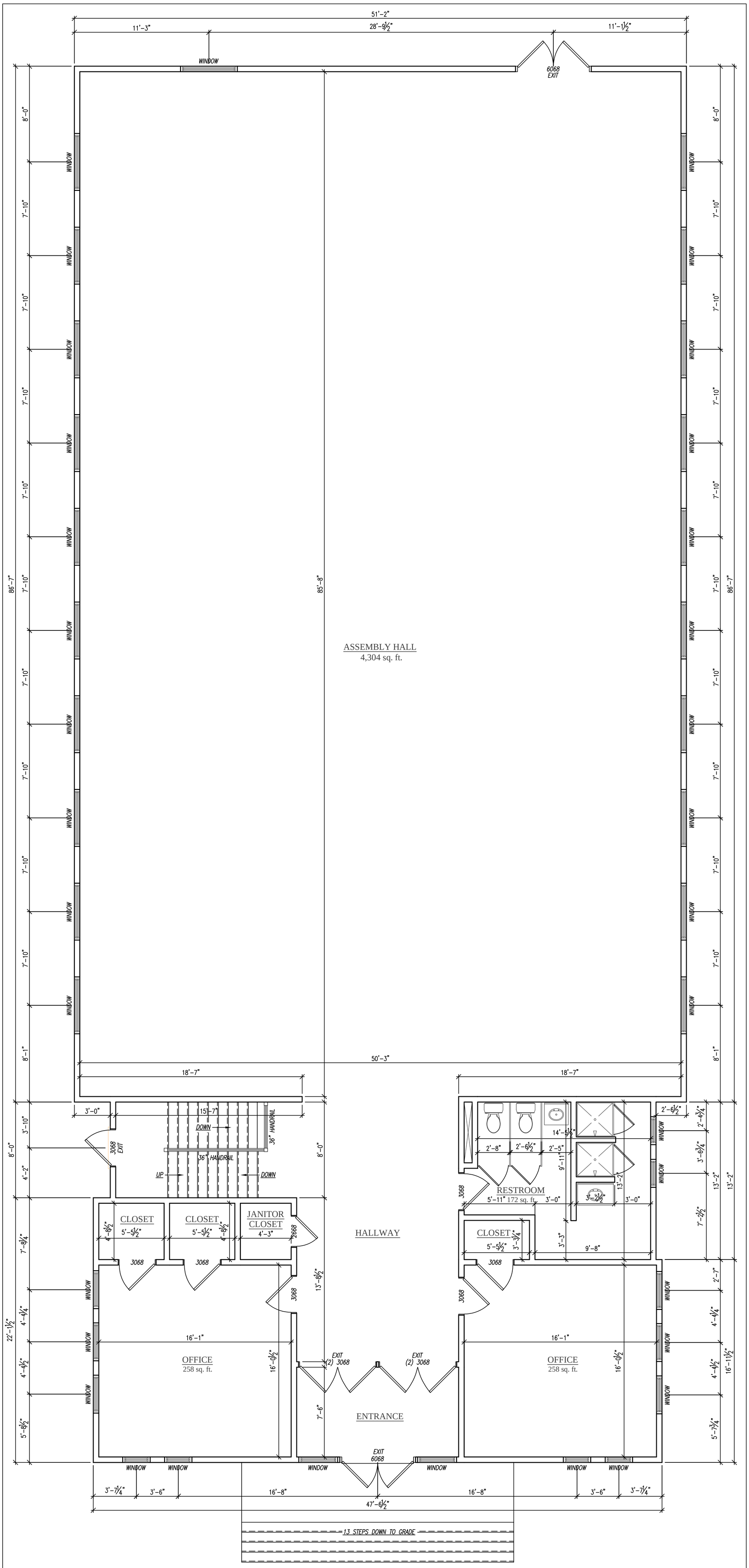
Filepath: ConditionalUse_DCRAC_aerial.mxd

Title:

Conditional Use

DCRAC

Aerial & Site Map



6/14/18	DRAWN BY – AC SCALE: ¼" = 1'-0"	MILFORD ARMORY BUILDING MILFORD, DE 19963	

§ 230-9. - R-1 Single-Family Residential District.

In an R-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 R-1 Residential District is to preserve the spacious residential atmosphere and quality of living of existing low-density residential development, to provide for the orderly and appropriate development of new low-density housing and to allow related uses that would not be detrimental to the residential character of the district.

B. Permitted uses. Permitted uses for the R-1 District shall be as follows:

(1) A single-family detached residential dwelling.

(2) Farming, agricultural activities and roadside stands for the sale of farm and nursery products produced on the property where offered for sale.

(3) 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.

(4) Parks, playgrounds, athletic fields, recreation buildings, swimming pools and community centers operated on a noncommercial basis for recreation purposes.

(5) Customary accessory uses, such as private garages, swimming pools and storage sheds, subject to the following special requirements:

(a) The primary residence must exist or be under construction.

(b) Private residential garages shall not exceed 750 square feet.

(c) Residential storage sheds or related outbuildings shall not exceed 150 square feet.

(6) Home occupational/office (subject to the following special requirements):

(a) All employees are to be of the immediate family.

(b) The appearance of the dwelling shall not be inconsistent with the primary use of the structure.

(c) The area used for the home occupation shall not exceed 30% of the total floor area of the dwelling, unless, as in the case of family day care, the state has final jurisdiction of the area requirements.

(d) No storage of products or associated materials is allowed in accessory structures/buildings, and no products are to be stored where they are outwardly visible to the public view.

(e) Family day care shall involve a maximum of six full-time and two after-school children, as specified by state regulations.

(f) The occupation will not cause excessive vehicular traffic or noise.

(g) The occupation will not involve animal boarding and/or care.

(h) A maximum of one nonilluminated sign (size and setback specified in Article VI of this chapter) may be affixed to the building or placed within the front property line.

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 in Article IX of this chapter:

(1) Churches and other places of worship and cemeteries.

(2) Public and private elementary, junior or senior high schools.

(3) Day-care centers.

(4) Conversion of a one-family dwelling into multiple dwelling units, if such dwelling is structurally sound but too large to be in demand for one-family use and if that conversion would not impair the character of the neighborhood, subject to conformance with the following requirements:

(a) There shall be a lot area of at least 2,000 square feet for each unit to be accommodated.

(b) There shall be a gross leasable floor area, computed as the sum of those areas enclosed by the outside faces of all exterior walls surrounding each story used for the residence, exclusive of any area for any accessory private garage, of at least 500 square feet per family to be accommodated.

(c) No dwelling shall be converted unless it complies with Chapter 145, Housing Standards, and Chapter 88, Building Construction, of this code.

(d) No addition shall extend within the front yard, side yards or rear yard required for the district within which it is located.

(e) Fire escapes and outside stairways leading to a second or higher story shall, where practicable, be located on the rear of the building and shall not be located on any building wall facing a street.

(f) Two off-street parking spaces shall be provided for each additional dwelling unit created.

(5) Professional occupation restricted to the owner/occupant, subject to conformance with the following requirements:

(a) There shall be three off-street parking spaces in addition to those otherwise required.

(b) No more than two persons shall be employed by the practitioner of the professional occupation to provide secretarial, clerical, technical or similar assistance.

(c) No storage of materials or products outside the dwelling shall be permitted unless completely housed.

(d) The area used for the practice of a professional occupation shall occupy no more than 50% of the total floor area, including garages or other accessory buildings.

(e) The professional use shall be clearly incidental to the residential use of the dwelling and shall not change the essential residential character of the dwelling.

(f) No external alterations inconsistent with the primary residential use of the dwelling shall be allowed.

(g) No display of products shall be visible from outside the building.

(h) A maximum of one nonilluminated display sign affixed to the building not exceeding two square feet shall be permitted.

(6) Customary home occupation or a studio for artists, designers, photographers, musicians, sculptors and other similar persons, subject to conformance with the following requirements:

(a) The area used for the practice of the home occupation or studio shall occupy no more than 50% of the total floor area of the dwelling unit in which it is located.

(b) No storage of materials or products outside the dwelling shall be permitted unless completely housed.

(c) The home occupation or studio shall be clearly incidental to the residential use of the dwelling and shall not change the essential residential character of the dwelling.

(d) No external alterations inconsistent with the primary residential use of the dwelling shall be allowed.

(e) No display of products shall be visible from outside the building.

(f) A maximum of one nonilluminated display sign affixed to the building not exceeding two square feet shall be permitted.

(g) A maximum of two employees shall be permitted in the operation of the home occupation or studio.

(7) Social club or fraternal, social service, union or civic organization.

(8) Cultural facilities, including a library, museum or art gallery.

(9) Country club, regulation golf course, including customary accessory uses, provided that all buildings have a minimum setback of 120 feet from all street and property lines.

(10) Planned unit residential development.

(11) Planned Residential Neighborhood Development.

(12) Bed-and-breakfast, subject to the following requirements:

(a) The bed-and-breakfast establishment does not adversely affect the residential character of the neighborhood and such use is carried on in an existing residential structure.

(b) The building proposed for use as a bed-and-breakfast must have the owner of the bed-and-breakfast residing in the building as his/her principal residence.

(c) The serving of meals shall be limited to breakfast and afternoon tea for overnight guests and customers.

(d) Rooms used for sleeping shall be part of the primary residential structure and shall not have been specifically constructed for rental purposes.

(e) No exterior alterations other than a sign and those required by law to ensure the safety of the structure shall be made.

(f) The bed-and-breakfast operation shall not use more than 50% of the floor area of the principal residence. Common areas such as the kitchen, foyer, living room or dining room are not included in this calculation.

(g) No areas shall be floodlit. Drives and parking areas shall not be illuminated by lighting fixtures higher than 20 feet. Sidewalks shall not be illuminated by lighting fixtures higher than 15 feet. Exterior lighting shall be so shaded as to prevent illumination off-site. All external lighting, except for demonstrated security needs, shall be extinguished by 10:00 p.m.

(h) All bed-and-breakfasts must be in compliance with the requirements of the Uniform Building Code and Uniform Fire Code as adapted and enforced by the state fire marshal. Requirements include smoke detectors centrally located on each floor with sleeping rooms and the basement stairway. They must have battery backup and be connected or have a sounding device to provide an alarm which can be heard in all sleeping areas. Every sleeping room must provide at least 50 square feet of floor area per guest and have an operable window of 5.7 square feet or more of clear opening or exterior door for emergency escape or rescue. The maximum distance to a fire extinguisher rated 2A and having a BC rating is 75 feet.

(i) Safe food handling is the responsibility of the "host." He/She must properly train employees and other household members in safe food handling procedures and requirements and secure the proper state health permit if applicable.

(j) Parking requirements: one space per guestroom plus two spaces for residence. Spaces shall be located to the side and rear of the building and shall be screened from adjacent

properties by a five-foot-high wood or masonry fence or by sight-obscuring vegetation of the same height. The area of the parking lot, including driveways, shall be graded, surfaced with asphalt or other suitable material and drained to the satisfaction of the City Engineer to the extent necessary to prevent dust, erosion or excessive water flow across streets or adjoining properties.

(k) Signs. For each bed-and-breakfast, one small unlighted announcement sign not exceeding three square feet in area may be attached to and parallel with the front porch or wall of the building.

D. Area regulations.

(1) Minimum lot area shall be 10,000 square feet. Minimum interior lot shall be 10,000 square feet. Minimum corner lot shall be 13,000 square feet.

(2) Maximum lot coverage shall be 30%, exclusive of accessory buildings.

(3) Minimum lot width shall be 80 feet.

(4) Height of buildings shall not exceed three stories or 35 feet. Accessory buildings shall not exceed 15 feet in height.

(5) Minimum front building setback line shall be 25 feet.

(6) Minimum rear yard shall be 25 feet. For corner lots the rear yard may be reduced 20% in depth to allow for skewing of a residential dwelling on the lot.

(7) Side yards shall be provided as follows: each lot shall have two side yards with a minimum of 12 feet each.

(8) Parking shall comply with the requirements provided in Article IV of this chapter.

(9) Signs shall comply with the requirements provided in Article VI of this chapter.

(10) Decks, subject to the following requirements:

(a) The deck cannot be located in the front yard.

(b) A minimum distance of 10 feet must be maintained from the deck to the rear property line.

§ 230-10. - R-2 Residential District.

In an R-2 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 R-2 District is to permit housing at a greater density than in the R-1 District by providing for the orderly development of low- to medium-density residential housing into those areas where public services are available. This district also allows for professional home occupations. Finally, it protects existing developments of this nature and excludes noncompatible ones.

B. Permitted uses: all uses permitted in the R-1 District.

C. Conditional uses: all uses specified as conditional uses in the R-1 District, and the following uses may be permitted with the approval of a conditional use permit by the Milford City Council in accordance with Article IX of this chapter:

(1) Single-family semidetached dwelling.

(a) Ownership.

[1] Dwelling units and individual lots of a single-family semidetached dwelling may be owned separately if separate utility systems are provided and if separate lots for all

dwelling units in a building are created at the same time in conformance with Chapter 200, Subdivision of Land, of this Code.

[2] Provisions satisfactory to the City Council shall be made to assure that areas of common use of the occupants, but not in individual ownership, shall be maintained in an acceptable manner without expense to the general public.

D. Design requirements. No apartment/dwelling units shall be located within a cellar.

E. Site requirements.

(1) The structure shall be so located as to provide proper access to the building for fire-fighting equipment, trash collection and deliveries.

(2) Off-street parking shall be provided at the rate of 2 1/2 spaces for every dwelling unit on each lot.

F. Facilities.

(1) Outdoor light fixtures shall be provided at locations that will assure the safe and convenient use of walks, steps, parking areas, driveways, streets and other such facilities.

(2) Facilities for temporary trash/refuse storage shall be provided in such a manner that is adequate for the dwelling units they must support.

G. Area regulations.

(1) For permitted uses and single-family semidetached dwellings not separately owned:

(a) Minimum interior lot area shall be 8,000 square feet and minimum corner lot area shall be 13,000 square feet.

(b) Maximum lot coverage shall be 30%.

(c) Minimum lot width shall be 80 feet.

(d) Height of buildings shall not exceed three stories or 35 feet. Accessory buildings shall not exceed 15 feet in height.

(e) Minimum front building setback line shall be 30 feet.

(f) Minimum rear yard setback shall be 15 feet. For lower lots the rear yard may be reduced 20% in depth to allow for the skewing of a residential dwelling on its lot.

(g) Side yards shall be provided as follows: each lot shall have two side yards a minimum width of eight feet on each side.

(h) Parking shall comply with the requirements provided in Article IV of this chapter.

(i) Signs shall comply with the requirements in Article VI of this chapter.

(j) Decks, subject to the following requirements:

[1] The deck cannot be located in the front yard.

[2] A minimum distance of 10 feet must be maintained from the deck to the rear property line.

(2) For single-family semidetached dwellings separately owned:

(a) Minimum interior lot area shall be 4,000 square feet and minimum corner lot area shall be 6,500 square feet.

(b) Maximum lot coverage shall be 30%.

(c) Minimum lot width shall be 40 feet.

(d) Height of buildings shall not exceed three stories or 35 feet. Accessory buildings shall not exceed 15 feet in height.

(e) Minimum front building setback line shall be 30 feet.

(f) Minimum rear yard setback shall be 15 feet. For lower lots the rear yard may be reduced 20% in depth to allow for the skewing of a residential dwelling on its lot.

(g) Side yard shall be provided as follows: each lot shall have one side yard a minimum width of eight feet.

(h) Parking shall comply with the requirements provided in Article IV of this chapter.

(i) Signs shall comply with the requirements in Article VI 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.

NOTICE OF PUBLIC HEARINGS

Planning Commission-January 22, 2019
City Council-January 28, 2019

Ordinance 2019-03 will be reviewed and recommendations/determined as noted below:

ORDINANCE 2019-03
Liborio Watergate LLC known as 'Watergate"
Amended/Final Major Subdivision of 47.39 +/- acres into a 300-unit subdivision
consisting of 43 Single Family Units, 48 Duplex Units,
129 Townhouse Units and 80 Apartment Units
East side of Marshall Street north of the Elks Lodge Road Intersection, Milford, Delaware
Tax Map 3-30-11.09-029.00; -029.03; -30.00 through -032.00;
3-30-11.09-101.00 through -304.00

AN ORDINANCE APPROVING AN AMENDMENT TO THE LIBORIO WATERGATE LLC SUBDIVISION situated on 47.39 +/- acres, Sussex County Tax Parcel(s) 3-30-11.09-029.00; -029.03; -30.00 through -032.00; 3-30-11.09-101.00 through -304.00, on the east side of Marshall Street approximately 650 feet north of the Elks Lodge Road intersection in an R-3 zoning designation.

WHEREAS, the owners of the property as above described herein have petitioned the City of Milford for final approval of the amended plat plan; and

WHEREAS, on December 19, 2018, the application was published in the Milford Beacon in accordance with zoning requirements of the City of Milford; and

WHEREAS, proper legal notice was mailed to property owners within 200 feet of the subject property; and

WHEREAS, the Planning Commission held a public hearing on January 22, 2019 to receive input on the amended subdivision application, resulting in a positive recommendation to City Council; and

WHEREAS, on January 28, 2019, City Council held a public hearing to receive input on the amended subdivision request; and

WHEREAS, it is determined to be in the best interest of the City of Milford to approve the Liborio Watergate LLC Subdivision, as presented and amended by City Council.

NOW, THEREFORE BE IT ORDAINED by the City of Milford:

SECTION 1. APPROVAL. The LIBORIO WATERGATE LLC SUBDIVISION, as described herein and shown on Attachment 1, is approved subject to those conditions included by motion of City Council on January 28, 2019.

SECTION 2. EFFECTIVE DATE. This ordinance shall take effect and be in full force on February 7, 2019.

For a complete list of City of Milford Ordinances and Codes, please access the City of Milford website at cityofmilford.com or contact the City Clerk's Office at 302-422-1111.

CITY HALL
201 South Walnut Street
Milford, DE 19963
www.cityofmilford.com

THE CITY of Milford DELAWARE

PLANNING DEPARTMENT
Planning, Economic Development,
Enforcement, and Inspections Office
O 302.424.8396 | F 302.424.3559

DATA SHEET FOR WATERGATE

Planning Commission: January 22, 2019

City Council: January 28, 2019

Application Number / Name	:	16-014 / Watergate
Applicant	:	Liborio Watergate, LLC 903 French Street Wilmington, DE 19801
Owner	:	Same
Application Type	:	Revised Final Major Subdivision
Present Comprehensive Plan Map Designation	:	Moderate Density Residential
Present Zoning District	:	R-3 (Garden Apartment & Townhouse District)
Proposed Use	:	Planned Unit Development
Size and Location	:	47.39 +/- acres located along the east side of Marshall Street approximately 650 feet north of the Elks Lodge Road intersection.
Tax Map & Parcel	:	PB 121 PG 123 3-30-11.09-030.00 & 031.00

ENC: Staff Analysis Report
Exhibit A – Location & Zoning Map
Exhibit B – Record Plan

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THE CITY of Milford DELAWARE

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STAFF ANALYSIS REPORT
December 27, 2018

Application Number / Name	:	16-014 / Watergate
Application Type	:	Final Major Subdivision
Comprehensive Plan Designation	:	Moderate Density Residential
Zoning District	:	R-3 (Garden Apartment & Townhouse District)
Present Use	:	Planned Unit Development
Proposed Use	:	Planned Unit Development
Property Identification Numbers	:	PB 121 PG 123 3-30-11.09-030.00 & 031.00
Area and Location	:	47.39 +/- acres of land located along the east side of Marshall Street approximately 650 feet north of the Elks Lodge Road intersection.

I. BACKGROUND INFORMATION:

- The applicant received revised Preliminary Major Subdivision and PUD approval from City Council on April 23, 2018.

- The applicant proposes to reconfigure the existing Watergate subdivision by reducing the number of residential units from 303 to 300 and modifying the unit types in various locations throughout the subdivision. The result will be a Planned Unit Development with 129 townhouses, 48 single-family semi-detached units, 33 single-family detached units, 10 single-family court units, and 80 multifamily apartment units.

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 Final Major Subdivision approval:

- The Final Major Subdivision is consistent with the conditions set forth by City Council at the time of Preliminary Major Subdivision and PUD approval.

- The construction plans have been reviewed and approved by the City Engineer for compliance with the City's Construction Standards and Specifications.

- The applicant has obtained approvals or letters of no-objections from DelDOT, State Fire Marshal's Office, Office of Drinking Water and Sussex Conservation District.

III. AGENCY & DEPARTMENT COMMENTS:

See below and attached for required agency approvals.

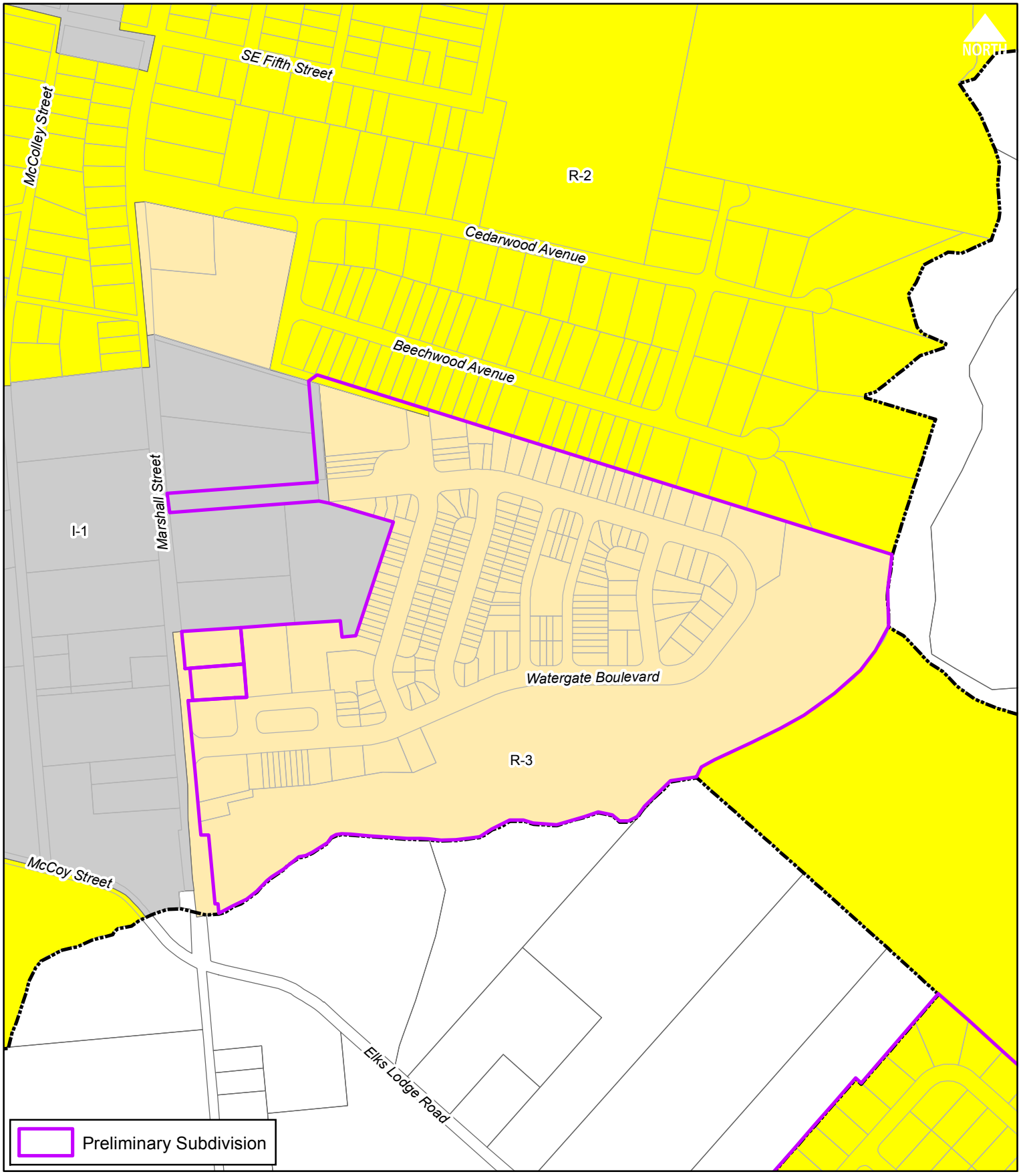
- **DelDOT Planning, Development Coordination**
  See attached for "Letter of No-Objection to Recordation" dated June 8, 2018.

- **Delaware Health and Social Services – Division of Public Health**
  See attached for "Approval to Construct" dated December 6, 2018.

- **Sussex Conservation District**
  See attached "Sediment & Stormwater Plan Approval" dated October 3, 2018.

- **Delaware State Fire Marshal's Office**
  See attached "Fire Protection Plan Review Report" dated February 9, 2018.

- **City of Milford Public Works Department**
  See attached for construction plan "Contingent Approval" letter from the City Engineer dated December 26, 2018.



THE CITY of Milford DELAWARE

Scale: 0 200 400 Feet

Drawn by: WRP

Date: 06/11/18

Filepath: Final_LiborioWatergateLLC.mxd

Title:

Final Major Subdivision

Liborio Watergate LLC

Location & Zoning Map

FINAL MAJOR SUBDIVISION PLAN

or

WATERGATE AT MILFORD

CEDAR CREEK HUNDRED, CITY OF MILFORD,
SUSSEX COUNTY, DELAWARE

GENERAL PROJECT:

1. OWNER: LIBORIO WATERGATE, LLC
C/O: LOU RAMUNNO
903 N. FRENCH ST.
WILMINGTON, DE 19801
PHONE: (302) 426-0200

2. DEVELOPER: LIBORIO WATERGATE, LLC
C/O: LOU RAMUNNO
903 N. FRENCH ST.
WILMINGTON, DE 19801
PHONE: (302) 426-0200

3. STATE & FEDERAL WETLANDS DELINEATION: JCM/ECI
100 LAKE DR. SUITE
NEWARK, DE 19702
PHONE: (302) 77-95
FAX: (302) 77-9546
C/O: JAMES MCCULLEY

4. CIVIL/SITE ENGINEER: VAN CLEEF ENGINEERING ASSOCIATES
630 CHURCHMANS RD, SUITE 105
NEWARK, DE 19702
PHONE: (302) 368-3184

5. THE TOPOGRAPHIC INFORMATION WAS PROVIDED BY THE DELMARVA SURVEY COMPANY, INC.

6. THE BOUNDARY INFORMATION IS TAKEN FROM A PLAN ENTITLED "AERIAL TOPOGRAPHIC SURVEY/BOUNDARY SURVEY" PREPARED BY THE DELMARVA SURVEY CO. DATED MAY 26, 2005 AND A PLAN ENTITLED "LANDS TO BE CONVEYED TO WESTOVER LAND COMPANY" PREPARED BY CHARLES D. MURPHY ASSOCS., INC. DATED DECEMBER 22, 2006.

7. THE "LIMIT OF WATERS OF THE UNITED STATES, INCLUDING WETLANDS SUBJECT TO THE CORPS OF ENGINEERS REGULATORY PROGRAM" WERE DELINEATED BY JAMES C. McCULLEY IV, ENVIRONMENTAL CONSULTANTS INC. AS SHOWN ON A PLAN ENTITLED "AERIAL TOPOGRAPHIC SURVEY/BOUNDARY SURVEY" PREPARED BY JAMES C. McCULLEY IV, ENVIRONMENTAL CONSULTANTS INC. DATED MAY 26, 2005.

8. THE PROJECT IS LOCATED AT THE INTERSECTION OF MARSHALL STREET & INDUSTRIAL BLVD. IN CEDAR CREEK HUNDRED, CITY OF MILFORD, SUSSEX COUNTY, DELAWARE.

9. FLOOD ELEVATIONS BASED UPON FLOOD INSURANCE RATE MAP DATED MARCH 16, 2015 (FIRM) NUMBER 10005C0043K.

10. THE PROPERTY SERVED BY THIS PLAN IS REFERENCED ON TAX MAP # 3-30-11.09 PARCEL 29, 29.03, 30, 31, AND 32.

11. LOT 218 TO BE CONVEYED TO MILFORD RENT-ALL, LLC. 360' E/MARSHALL STREET S/INDUSTRIAL BOULEVARD PARCEL 3-30 11.09 29.09 AS PART OF THIS RECORD PLAN.
CONDITIONS:
THE CITY OF MILFORD SHALL RETAIN EASEMENT RIGHTS ON THIS PARCEL FOR THE PURPOSE OF UTILITY INSTALLATION.

12. LOT 34 TO BE CONVEYED TO MILFORD MINI-STORAGE, INC. 360' E/MARSHALL STREET S/INDUSTRIAL BOULEVARD PARCEL 3-30 11.09 29.07 AS PART OF THIS RECORD PLAN.

CONDITIONS:
MILFORD MINI-STORAGE, INC. SHALL PROVIDE FENCING AND LANDSCAPING ALONG THE PROPERTY LINE. PARCEL MAY BE USED FOR ACCESS TO INDUSTRIAL BOULEVARD AND THAT PORTION OF WATERGATE BOULEVARD NORTH IMMEDIATELY ADJACENT TO LOT 34, BUT NOT FOR ACCESS TO THE REMAINDER OF WATERGATE BOULEVARD NORTH.

13. OWNER SHALL PROVIDE AND MAINTAIN A LANDSCAPE BUFFER ALONG THE BOUNDARY BETWEEN TAX PARCEL #3-30-11.09-30.00 (TO BE ACQUIRED BY OWNER FROM THE CITY OF MILFORD) AND TAX PARCEL # 3-30-11.09-29.02 (PRESENTLY OWNED BY MILFORD MINI-STORAGE, INC.); PROVIDED, HOWEVER, THAT SAID LANDSCAPE BUFFER SHALL BE NO MORE THAN THREE (3) FEET IN HEIGHT TO A DEPTH OF EIGHT-FIVE (85) FEET RUNNING IN AN EASTERLY DIRECTION FROM THE RIGHT OF WAY OF MARSHALL STREET; AND FURTHER PROVIDED, HOWEVER, THAT IF THE OWNER SHALL FAIL TO TRIM AND MAINTAIN SAID LANDSCAPE BUFFER AT A HEIGHT OF NO MORE THAN THREE (3) FEET, THAN THE OWNER OF TAX PARCEL #3-30-11.09-29.02 (PRESENTLY OWNED BY MILFORD MINI-STORAGE, INC.) MAY TRIM AND MAINTAIN SAID LANDSCAPE BUFFER SO THAT IT DOES NOT EXCEED THREE (3) FEET IN HEIGHT.

GENERAL CONSTRUCTION PLAN NOTES

1. HORIZONTAL DATUM IS BASED ON DELAWARE STATE GRID, NAD83/91, CONTROL MONUMENTS. BENCHMARK - GPS IRON ROD ELEV. 18.85 (88 DATUM)

2. EXISTING UTILITIES ARE SHOWN IN ACCORDANCE WITH THE BEST AVAILABLE INFORMATION. COMPLETENESS OR CORRECTNESS THEREOF IS NOT GUARANTEED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE UTILITY COMPANIES INVOLVED IN ORDER TO SECURE THE MOST ACCURATE INFORMATION AVAILABLE AS TO UTILITY LOCATION AND ELEVATION. NO CONSTRUCTION AROUND OR ADJACENT TO UTILITIES SHALL BEGIN WITHOUT NOTIFYING THEIR OWNERS AT LEAST 48 HOURS IN ADVANCE. THE CONTRACTOR SHALL TAKE THE NECESSARY PRECAUTIONS TO PROTECT THE EXISTING UTILITIES AND MAINTAIN UNINTERRUPTED SERVICE AND ANY DAMAGE DONE TO THEM DUE TO HIS/HER NEGLIGENCE SHALL BE IMMEDIATELY AND COMPLETELY REPAIRED AT THE CONTRACTOR'S EXPENSE. TO LOCATE EXISTING UTILITIES IN THE FIELD PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL CONTACT MISS UTILITY DELMARVA (800-282-8555) A MINIMUM OF THREE (3) CONSECUTIVE WORKING DAYS PRIOR TO ANY EXCAVATION.

3. USE ONLY SUITABLE AND APPROVED GRANULAR MATERIAL FOR BACK FILLING TRENCHES.

4. THE CONTRACTOR SHALL DETERMINE THE LOCATION OF ALL RIGHT-OF-WAY LINES AND PROPERTY LINES TO HIS OWN SATISFACTION. ANY DISTURBED AREAS BEYOND THE RIGHT-OF-WAY OR EASEMENT LINES SHALL BE RESTORED IMMEDIATELY TO THEIR ORIGINAL CONDITION.

5. ALL VALVE CLOSURES AND CUT-INS SHALL BE COORDINATED WITH THE CITY. CITY OFFICIALS WILL CARRY OUT ALL NECESSARY VALVE CLOSURES. CONTRACTOR SHALL COORDINATE ISOLATION OF EXISTING WATER MAINS WITH THE CITY AND NOTIFY AFFECTED RESIDENTS AT LEAST 48 HOURS PRIOR TO CUT-IN.

6. PIPELINE DETECTION TAPE SHALL BE COLOR CODED, APPROPRIATELY LABELED, AND INSTALLED 18 INCHES BELOW THE GROUND SURFACE AND DIRECTLY ABOVE ALL PROPOSED NON-METALLIC WATER MAIN, SEWER MAIN, SEWER LATERALS, AND WATER SERVICES.

7. CONDUCTIVE TRACER WIRE SHALL BE INSTALLED WITH ALL NON-METALLIC WATER PIPE AND SERVICES; AND ALONG ALL SEWER LATERALS AND FORCEMAIN. WIRE SHALL BE SECURED TO THE PIPE AND SHALL BE SECURELY BONDED TOGETHER AT ALL WIRE JOINTS WITH APPROVED WATERTIGHT CONNECTORS. TRACER WIRE SHALL BE ACCESSIBLE AT ALL VALVE BOXES, METER PITS, CLEANOUTS, AND AIR RELEASE VALVES.

8. PRIOR TO ISOLATION AND CUT-IN PROCEDURES, CONTRACTOR SHALL EXCAVATE, LOCATE, AND OBSERVE FUNCTION OF ALL EXISTING VALVES TO ASSIST IN THE SYSTEM ISOLATION.

9. SHOP DRAWINGS FOR ANY ITEM(S) WHICH WILL EVENTUALLY BE TAKEN OVER BY THE CITY SHALL BE SUBMITTED TO THE CITY FOR REVIEW AND APPROVAL PRIOR TO THE INSTALLATION OF THE ITEM(S).

10. ALL SANITARY SEWER MAINS AND FORCEMAINS SHALL HAVE A MINIMUM COVER OF 36 INCHES AND ALL WATER MAINS SHALL HAVE A MINIMUM COVER OF 42 INCHES AS MEASURED FROM THE TOP OF PIPE TO PROPOSED GRADE. SEWER LATERALS SHALL HAVE A MINIMUM DIAMETER OF SIX (6) INCHES AND HAVE A MINIMUM COVER OF 36 INCHES.

11. THERE SHALL BE A MINIMUM HORIZONTAL SEPARATION BETWEEN WATER MAINS AND SANITARY SEWER MAINS AND FORCEMAINS OF 10 FEET, AS MEASURED FROM EDGE OF PIPE TO EDGE OF PIPE. THERE SHALL BE A MINIMUM VERTICAL SEPARATION OF 18 INCHES BETWEEN WATER MAINS AND SANITARY SEWER MAINS OR FORCEMAINS AT CROSSINGS. ONE FULL LENGTH OF WATER PIPE SHALL BE LOCATED SO THAT BOTH JOINTS WILL BE AS FAR FROM THE SEWER AS POSSIBLE AT CROSSINGS.

12. THERE SHALL BE A MINIMUM VERTICAL SEPARATION OF 12 INCHES BETWEEN ANY STORM DRAIN PIPE AND ANY WATER MAIN OR SEWER MAIN. IF 12 INCHES CANNOT BE MAINTAINED, A MINIMUM OF SIX (6) INCHES IS REQUIRED AND PROVISIONS SHALL BE MADE ACCEPTABLE TO THE CITY OF MILFORD FOR PROPERLY ENCASING THE PIPE IN CONCRETE.

13. ALL ROADWAYS ARE TO BE SWEPT FREE OF SEDIMENT ON A DAILY BASIS.

14. THE CONTRACTOR SHALL REMOVE AND IMMEDIATELY REPLACE, RELOCATE, RESET OR RECONSTRUCT ALL OBSTRUCTIONS IN THE WORK AREA, INCLUDING, BUT NOT LIMITED TO, MAILBOXES, SIGNS, LANDSCAPING, LIGHTING, PLANTERS, CULVERTS, DRIVEWAYS, PARKING AREAS, CURBS, GUTTERS, FENCES, OR OTHER NATURAL OR MAN-MADE OBSTRUCTIONS. TRAFFIC CONTROL REGULATORY, WARNING AND INFORMATIONAL SIGNS SHALL REMAIN FUNCTIONAL AND VISIBLE TO THE APPROPRIATE LANES OF TRAFFIC AT ALL TIMES, WITH THEIR RELOCATION KEPT TO A MINIMUM DISTANCE. THE COST SHALL BE INCLUDED IN THE COST OF ITEMS BID.

15. IT IS THE CONTRACTOR'S RESPONSIBILITY TO INSURE THAT PAVING IS INSTALLED TO THE ELEVATIONS SHOWN AND THAT NO PONDING OR WATER WILL OCCUR AFTER PAVING IS COMPLETE.

16. THE STORM DRAINAGE SYSTEM HAS BEEN DESIGNED USING THE CRITERIA OF THE STATE OF DELAWARE DEPARTMENT OF TRANSPORTATION STANDARDS AND REGULATIONS FOR SUBDIVISION STREETS AND STATE HIGHWAY ACCESS, LATEST EDITION.

17. DELAWARE REGULATIONS PROHIBIT THE BURIAL OF CONSTRUCTION DEMOLITION DEBRIS, INCLUDING TREES AND STUMPS ON CONSTRUCTION SITES. ANY SOLID WASTE FOUND DURING THE EXCAVATION FOR STRUCTURES AND UTILITY LINES SHALL BE DISPOSED OF AND OFF SITE MUST BE REMOVED AND PROPERLY DISCARDED. ANY REMEDIAL ACTION REQUIRED IS THE RESPONSIBILITY OF THE OWNER.

18. CONTRACTOR SHALL GRADE, TOPSOIL, SEED AND MULCH ALL DISTURBED AREAS OF CONSTRUCTION, INCLUDING PIPE INSTALLATION OR DITCH CONSTRUCTION. EROSION CONTROL MATTING SHALL BE PROVIDED ON ALL SLOPES GREATER THAN 3:1.

19. A PROFESSIONAL SURVEYOR LICENSED IN THE STATE OF DELAWARE SHALL BE RESPONSIBLE FOR PERMANENTLY RE-ESTABLISHING ANY PROPERTY MARKERS OR MONUMENTS DISTURBED DURING CONSTRUCTION. A SURVEY AND METES AND BOUNDS THAT INCLUDES THE RE-ESTABLISHED MARKER(S) OR MONUMENT(S) SHALL BE PRESENTED TO THE PROPERTY OWNER FOR COMPARISON WITH THE ORIGINAL PLAT, FOR VERIFICATION.

20. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE SHORT TERM (DURING CONSTRUCTION) MAINTENANCE OF THE STORMWATER MANAGEMENT AND STORM SEWER SYSTEMS.

21. THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE OWNERSHIP AND MAINTENANCE OF THE OPEN SPACE AND STORMWATER MANAGEMENT FACILITIES.

22. THE CITY OF MILFORD WILL ASSUME OWNERSHIP AND MAINTENANCE RESPONSIBILITY OF WATER AND SEWER PIPES AND APPURTENANCES INSTALLED WITHIN CITY RIGHT-OF-WAY, AND EASEMENTS DEDICATED TO THE CITY; AND, ALL STORM SEWER PIPES AND CATCH BASINS FULLY WITHIN CITY RIGHT-OF-WAY, AFTER ALL ITEMS HAVE PASSED CITY INSPECTION; AFTER THE CITY HAS RECEIVED AND APPROVED DIGITAL AND HARD COPIES OF THE RECORD DRAWINGS; AFTER THE RIGHTS-OF-WAY HAVE BEEN DEEDED TO THE CITY; AND AFTER ALL THE WATER, SEWER, AND STORM SEWER ITEMS HAVE BEEN TRANSFERRED TO THE CITY BY BILL OF SALE.

23. SEWER AND WATER CAPACITY ARE NOT GUARANTEED UNTIL BUILDING PERMITS ARE ISSUED, ALL FEES ARE PAID, AND SUITABLE UTILITIES ARE IN PLACE FOR PROPER CONVEYANCE, TREATMENT, AND DISPOSAL.

24. PRELIMINARY APPROVAL FROM PLANNING COMMISSION SHALL BE VOID AFTER ONE (1) YEAR, UNLESS AN EXTENSION IS REQUESTED BY THE OWNER AND APPROVED FOR GOOD CAUSE BY THE PLANNING COMMISSION PRIOR TO THE DATE OF EXPIRATION.

25. 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.

26. FINAL APPROVAL FROM THE CITY SHALL BECOME VOID IF THE FINAL RECORD PLAT IS NOT RECORDED WITHIN 90 DAYS OF THE DATE OF PLANNING COMMISSION'S GRANTING OF FINAL APPROVAL. IF CONSTRUCTION OF THE APPROVED IMPROVEMENTS IS NOT SUBSTANTIALLY UNDERTAKEN WITHIN ONE (1) YEAR OF FINAL SITE PLAN APPROVAL, THE SITE PLAN APPROVAL SHALL BE VOID. THE APPLICANT MAY REQUEST A ONE (1) YEAR EXTENSION FROM THE PLANNING COMMISSION FOR GOOD CAUSE.

27. THE APPLICANT IS RESPONSIBLE TO ENSURE THAT ALL CITY AND/OR AGENCY CONSTRUCTION PERMIT APPLICATIONS HAVE BEEN COMPLETED, SUBMITTED, AND ALL APPLICABLE FEES HAVE BEEN PAID PRIOR TO COMMENCING CONSTRUCTION. THE CITY SHALL NOT BE HELD RESPONSIBLE FOR AN ANTICIPATED CONSTRUCTION START DATE THAT IS NOT MET DUE TO THE APPLICANT OR HIS/HER CONTRACTOR NOT HAVING MET THE CONSTRUCTION PERMITTING REQUIREMENTS.

28. AS A CONDITION OF THE APPROVAL OF THE CONSTRUCTION DRAWINGS, AND PRIOR TO THE START OF CONSTRUCTION, THE APPLICANT MAY BE REQUIRED TO ENTER INTO A FORMAL PUBLIC WORKS AGREEMENT WITH THE CITY AND TO POST A COMPLETION GUARANTY FOR ANY IMPROVEMENTS WHICH WILL EVENTUALLY BE TAKEN OVER BY THE CITY. THE GUARANTY SHALL BE IN AN AMOUNT EQUAL TO 150% OF THE COST OF THE IMPROVEMENTS AS ESTIMATED OR APPROVED BY THE CITY ENGINEER. THE GUARANTY SHALL BE IN THE FORM OF A BOND OR FUNDS DEPOSITED IN AN ESCROW ACCOUNT. THE PUBLIC WORKS AGREEMENT AND THE GUARANTY SHALL BE REVIEWED AND APPROVED BY THE CITY SOLICITOR. THE COMPLETION GUARANTY SHALL NOT BE RELEASED UNTIL A MAINTENANCE BOND IN THE AMOUNT OF 10% OF THE IMPROVEMENTS HAS BEEN SUBMITTED.

29. A MAINTENANCE BOND IN THE AMOUNT OF 10% OF THE AMOUNT OF THE COMPLETION GUARANTY PRIOR TO FINAL ACCEPTANCE OF THE IMPROVEMENTS AND RELEASE OF THE COMPLETION GUARANTY. THE MAINTENANCE PERIOD SHALL BE A MINIMUM OF ONE YEAR. AN AGREEMENT REVIEWED AND APPROVED BY THE CITY SOLICITOR SHALL ACCOMPANY THE BOND AND SHALL DESCRIBE THE TERMS OF THE BOND.

30. UPON COMPLETION AND PRIOR TO THE RELEASE OF THE DEVELOPER'S COMPLETION GUARANTEE, THE DEVELOPER SHALL PROVIDE THE TOWN ENGINEER A DRAFT PAPER SET OF DETAILED RECORD PLANS (PLAN VIEW AND PROFILE SHEETS).. RECORD PLAN INFORMATION SHALL INCLUDE SURVEYED AS-BUILT ELEVATIONS AND HORIZONTAL LOCATIONS OF ALL PROPERTY MONUMENTS/MARKERS; SEWER MANHOLE RIMS, PIPES SIZES & INVERTS' PUMP STATIONS' FORCE MAINS (INVERTS EVERY 50 FEET), CLEANOUTS, AIR RELEASE VALVES, AND GREASE TRAPS; ALL WATER VALVES, HYDRANTS, VAULTS, METER PITS, AND CURB STOPS; ALL STORM SEWER CATCH BASINS, MANHOLE RIMS, PIPE SIZES & INVERTS, AND ANY OTHER ITEM WHICH WILL BE TAKEN OVER BY THE TOWN. RECORD INFORMATION SHALL BE PLACED ON THE APPROPRIATE APPROVED DRAWINGS. ORIGINAL DESIGN ELEVATION AND/OR DISTANCE INFORMATION SHALL BE STRUCK THROUGH WITH A FINE LINE AND THE RECORD INFORMATION SHALL BE INSERTED NEXT TO IT. WHEN THE DRAFT SET OF DRAWING HAS BEEN APPROVED BY THE CITY, THREE (3) FINAL PAPER COPIES SHALL BE SUBMITTED, SIGNED AND SEALED BY AND OFF SITE OWNER'S ENGINEER. A CD SHALL ALSO BE PROVIDED WITH DIGITAL RECORD INFORMATION IN AUTOCAD FORMAT (VERSION 2010 OR LATER). THE DIGITAL INFORMATION SHALL BE ON DELAWARE STATE PLANE, NAD 83 HORIZONTAL CONTROL AND NAVD88 VERTICAL CONTROL.

31. THE CONTRACTOR SHALL NOTIFY THE CITY A MINIMUM OF TWO WEEKS PRIOR TO THE START OF CONSTRUCTION AND SCHEDULE A PRE-CONSTRUCTION MEETING. THE SITE CONTRACTOR AND THE OWNER, OR HIS/HER REPRESENTATIVE SHALL BE IN ATTENDANCE. CITY OF MILFORD (302) 422-6616

32. THIS PLOT SUPERCEDES PB 121 PG 23 AND PB 111 PG 72.

33. NO ON-STREET PARKING SHALL BE ALLOWED THROUGHOUT THE ENTIRE DEVELOPMENT.

34. UPON RECORDATION OF THIS PLAT, THE CITY WILL HAVE THE RIGHT OF INGRESS AND EGRESS TO ALL MUTI-FAMILY AREAS FOR THE PURPOSE OF MAINTAINING UTILITIES AND FOR TRASH REMOVAL SERVICES.

35. THE HOMEOWNERS ASSOCIATION WILL BE RESPONSIBLE FOR THE MAINTENANCE AND UPKEEP OF THE ALLEYS.

36. A BLANKET EASEMENT ACROSS THE APARTMENT LOTS SHALL BE DEDICATED TO THE CITY OF MILFORD FOR THE MAINTENANCE OF SEWER, WATER AND ELECTRIC INFRASTRUCTURE.

37. A 20' UTILITY EASEMENT, 10' RESPECTIVELY, ON EACH SIDE OF THE CENTERLINE OF THE PIPE, SHALL BE CREATED, WHEREVER POSSIBLE, WHERE A STORM SEWER LINE OR STRUCTURE IS DESIGNATED FOR PUBLIC USE AND IS OUTSIDE OF THE DEDICATED PUBLIC RIGHT-OF-WAY.

TRAFFIC IMPACT STUDY RECOMMENDATIONS (OCTOBER 19, 2006)

1. THE DEVELOPER SHOULD ENTER INTO AN AGREEMENT WITH DELDOT TO FUND AN EQUITABLE PORTION OF THE IMPROVEMENT REQUIRED AT THE INTERSECTION OF MARSHALL ROAD AND ELKS LODGE ROAD/MCCOY AVENUE. THIS IMPROVEMENT INCLUDES THE CONSTRUCTION OF AN AUXILIARY RIGHT TURN LANE ON THE WESTBOUND ELKS LODGE ROAD APPROACH. ONE OTHER DEVELOPER (HEARTHSTONE MANOR II) IS RESPONSIBLE FOR THIS IMPROVEMENT AS WELL. THE DEVELOPER SHOULD COORDINATE WITH DELDOT ON THE IMPLEMENTATION AND EQUITABLE COST SHARING OF THIS IMPROVEMENT.

2. THE DEVELOPER SHOULD IMPROVE MARSHALL STREET FROM ELKS LODGE ROAD/MCCOY AVENUE INTERSECTION TO THE NORTHERN PROPERTY LINE/ACCESS POINT IN ORDER TO MEET DELDOT'S COLLECTOR ROAD STANDARDS AS NEARLY AS POSSIBLE. THESE STANDARDS INCLUDE TWO TWELVE FOOT LANES AND TWO EIGHT FOOT SHOULDERS. THE DEVELOPER SHOULD PROVIDE A BITUMINOUS CONCRETE OVERLAY TO THE EXISTING TRAVEL LANES, AT DELDOT'S DISCRETION. DELDOT SHOULD ANALYZE THE EXISTING TRAVEL LANES' PAVEMENT SECTION AND RECOMMEND AN OVERLAY THICKNESS TO THE DEVELOPER'S ENGINEER IF NECESSARY. (ALL IMPROVEMENTS PREVIOUSLY COMPLETED)

3. THE FOLLOWING BICYCLE AND PEDESTRIAN IMPROVEMENTS SHOULD BE INCLUDED:

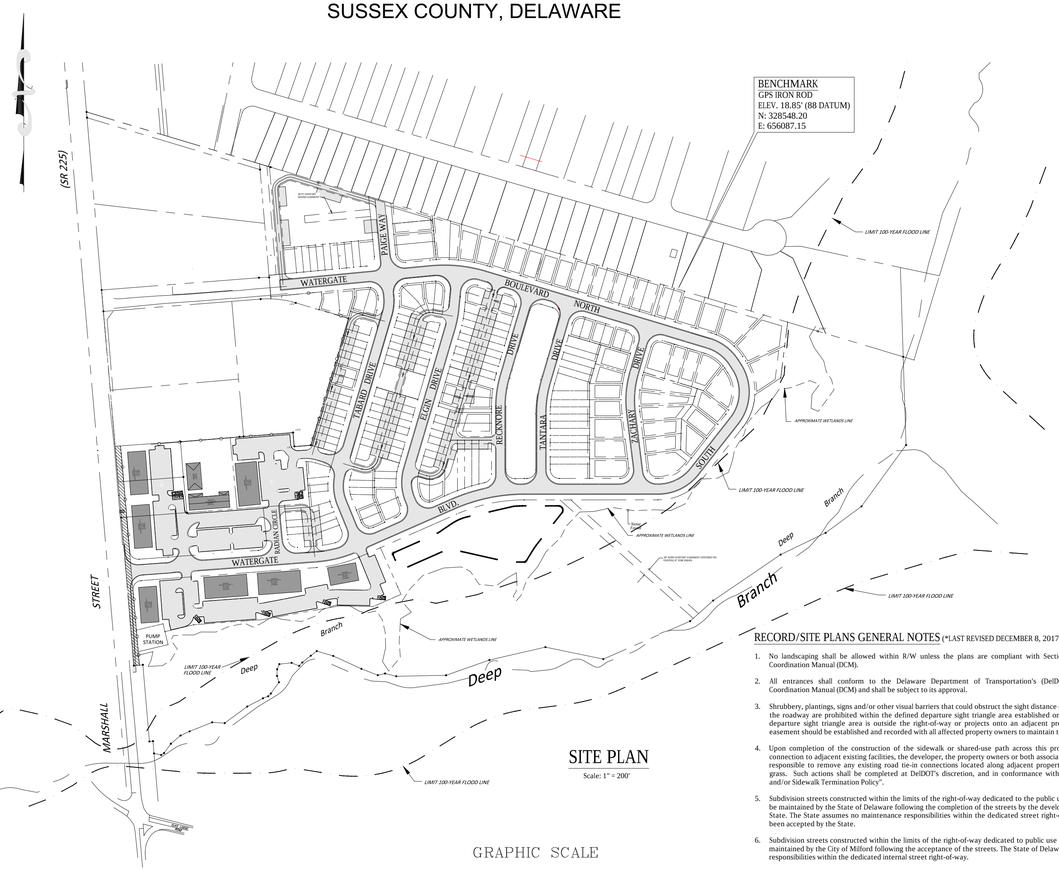
a. A MINIMUM OF A FIVE FOOT BICYCLE LANE (IN ADDITION TO ANY REQUIRED AUXILIARY LANES) SHOULD BE STRIPED ALONG THE SITE FRONTAGE ON MARSHALL STREET IN ORDER TO FACILITATE SAFE AND UNIMPEDED BICYCLE TRAVEL. (ALL IMPROVEMENTS PREVIOUSLY COMPLETED)

b. UTILITY COVERS SHOULD BE MOVED OUTSIDE OF THE THE DESIGNATED BICYCLE LANE OR BE FLUSH WITH THE PAVEMENT. (ALL IMPROVEMENTS PREVIOUSLY COMPLETED)

c. A MINIMUM OF A FIVE FOOT SIDEWALK (WITH A MINIMUM OF A THREE FOOT SETBACK FROM THE ROADWAY) THAT MEETS CURRENT AASHTO AND ADA STANDARDS SHOULD BE INCLUDED ALONG THE SITE FRONTAGES ON MARSHALL STREET.

d. ADA COMPLIANT CURB RAMPS AND CROSSWALKS SHOULD BE PROVIDED AT THE SITE ENTRANCES.

e. INTERNAL SIDEWALKS TO PROMOTE WALKING AS A VIABLE TRANSPORTATION ALTERNATIVE SHOULD BE INSTALLED, INCLUDING SIDEWALKS CONNECTING THIS DEVELOPMENT TO ADJACENT RESIDENTIAL DEVELOPMENTS.



SITE PLAN
Scale: 1" = 200'

RECORD/SITE PLANS GENERAL NOTES (*LAST REVISED DECEMBER 8, 2017)

1. No landscaping shall be allowed within R/W unless the plans are compliant with Section 3.7 of the Development Coordination Manual (DCM).

2. All entrances shall conform to the Delaware Department of Transportation's (DelDOT's) current Development Coordination Manual (DCM) and shall be subject to its approval.

3. Shrubbery, plantings, signs and/or other visual barriers that could obstruct the sight distance of a driver preparing to enter the roadway are prohibited within the defined departure sight triangle area established on this plan. If the established departure sight triangle area is outside the right-of-way or projects onto an adjacent property owner's land, a sight easement should be established and recorded with all affected property owners to maintain the required sight distance.

4. Upon completion of the construction of the sidewalk or shared-use path across this project's frontage and physical connection to adjacent existing facilities, the developer, the property owners or both associated with this project, shall be responsible to remove any existing road tie-in connections located along adjacent properties, and restore the area to grass. Such actions shall be completed at DelDOT's discretion, and in conformance with DelDOT's "Shared-Use Path and/or Sidewalk Termination Policy".

5. Subdivision streets constructed within the limits of the right-of-way dedicated to the public use shown on this plan are to be maintained by the State of Delaware following the completion of the streets by the developer to the satisfaction of the State. The State assumes no maintenance responsibilities within the dedicated street right-of-way until the streets have been accepted by the State.

6. Subdivision streets constructed within the limits of the right-of-way dedicated to public use shown on this plan are to be maintained by the City of Milford following the acceptance of the streets. The State of Delaware assumes no maintenance responsibilities within the dedicated internal street right-of-way.

7. The sidewalk shall be the responsibility of the developer, the property owners or both within this subdivision. The State of Delaware assumes no responsibility for the future maintenance for the sidewalk.

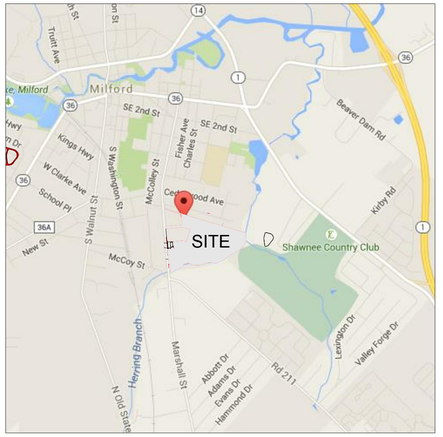
8. All lots shall have access from the internal subdivision street.

9. The developer shall be required to furnish and place right-of-way monuments on the dedicated subdivision street right-of-way in accordance with Section 3.2.4.1 of the Development Coordination Manual, and the requirements of the land use agency. Right-of-way monuments shall be placed along the right-of-way lines, at a minimum on one side of the street at each change in horizontal alignment to provide a permanent reference for the re-establishing the centerline and right-of-way line.

SCHEDULE OF AREA & BULK REGULATION FROM R-3 ZONING

R3 - ZONING	SINGLE FAMILY		DUPLEX		TOWNHOUSE		MULTI-FAMILY		SINGLE FAMILY COURT	
	REQUIRED	PROVIDED	REQUIRED	PROVIDED	REQUIRED	PROVIDED	REQUIRED	PROVIDED	REQUIRED	PROVIDED
TRACT STANDARDS										
TRACT AREA	7,500	N/A	7,500	N/A	1 Ac.	N/A	1 Ac.	N/A	N/A	N/A
REQUIRED MINIMUM OPEN SPACE	N/A	N/A	N/A	N/A	40%	N/A	40%	N/A	N/A	N/A
MAXIMUM Dus PER ACRE	6	N/A	12	N/A	12	N/A	16	N/A	N/A	N/A
MINIMUM LOT STANDARDS										
LOT AREA PER DU (SF)										
INTERIOR	7,500	4,000	3,750	1,700	2,000	1,200	2,500	1,200		4,000
CORNER	7,500								N/A	
STREET FRONTAGE PER DU (LF)	60	40	30	30		20	N/A	N/A	N/A	15
LOT WIDTH AT FRONT BLDG. LINE (LF)	60		60				50		N/A	
SETBACKS										
FRONT YARD (FEET)	30	5	30	5	25	0	12	0	N/A	5
SIDE YARD (FEET)										
ONE	8	5	8	5		0	12	5	N/A	5
INTERIOR					7					
EXTERIOR					30					
SUM OF BOTH	16	10	8	10	N/A	0	24	10	N/A	10
REAR YARD (FEET)*	15	15	15	5		5		5	N/A	5
MAXIMUM BUILDING HEIGHT										
HEIGHT (FEET)	<35	<35	<35	<35	<35	<35	<35	<35	N/A	<35
STORIES	3	3	3	3	3	3	3	3	N/A	3
MAXIMUM BLDG COVERAGE (% OF LOT)	45%	44%	45%	43%	60%	75%	20%	61%	N/A	25%
MINIMUM LOT DEPTH (FEET)		80	100	*60		60		75		80
MAXIUM UNITS WITH COMMON WALLS	N/A	N/A	2	2	8	11	12	12	N/A	N/A

* INDICATES A VARIANCE FROM R-3 ZONING REGULATIONS
DOES NOT INCLUDE DETACHED GARAGE



Location Map
Scale: 1" = 2000'

SITE DATA:

1. TOTAL AREA: 47.39± Ac.
2. CURRENT ZONING: R-3
3. PROPOSED ZONING: R-3 WITH PLANNED UNIT RESIDENTIAL DEVELOPMENT OVERLAY (PUD)
4. PROPOSED USE: PLANNED UNIT DEVELOPMENT
5. ELEVATION: NGVD 88
6. PUBLIC WATER AND SEWER PROVIDED BY THE CITY OF MILFORD
7. AREA OF WATERS OF THE U.S.: 14.39± Ac.
8. AREA OF EXISTING FOREST: 23.56± Ac.
9. AREA OF FOREST TO BE REMOVED: 7.45± Ac.
10. PROPOSED ROADS TO BE DEDICATED AND MAINTAINED BY THE CITY OF MILFORD
11. PROPOSED ALLEYS TO BE OWNED AND MAINTAINED BY HOMEOWNERS ASSOCIATION
12. ACCESS: SUBDIVISION STREETS
13. PONDS SHOWN ARE TO BE UTILIZED FOR STORMWATER MANAGEMENT, ALONG WITH ANY OTHER FACILITIES NEEDED TO MEET THE REQUIREMENTS OF DNREC.
14. CURB, SIDEWALK, AND STREET LIGHTING WILL BE PROVIDED WHERE APPROPRIATE.
15. PROPOSED DENSITY: 300/24.17 = 12.41 UNITS PER ACRE
16. ROAD RIGHT-OF-WAY AREA: 8.37± Ac. (17.7%)
17. ALLEY EASEMENT AREA: 1.26± Ac. (2.7%)
18. AREA OF STORMWATER MANAGEMENT (SWM) PONDS: 0.51± Ac. (1.1%)
19. TOTAL AREA OF OPEN SPACE
(INCLUDING PONDS, AND WETLANDS): 19.21± Ac. (40.54%)
MINIMUM RECREATIONAL OPEN SPACE: 400SF/UNIT X 300 = 2.75 Ac. REQUIRED
1.77 Ac. PROVIDED

CITY OF MILFORD ORDINANCE WAIVER REQUEST (PREVIOUSLY GRANTED):

1. CHAPTER 200 - SUBDIVISION OF LAND

200-6.D(3) - BLOCK WIDTHS SHALL BE NOT LESS THAN 275 FEET OR MORE THAN 450 FEET AND SHALL BE PLANNED TO PROVIDE TWO ROWS OF LOTS
200-6.E(7) - SIDE LOT LINES SHALL BE AT RIGHT ANGLES OR RADIAL TO STREET LINES.

NOTES:
1. THIS SURVEY DOES NOT CERTIFY TO THE LOCATION AND/OR EASEMENTS AND RIGHT-OF-WAYS CROSSING SUBJECT PROPERTY AS NO TITLE SEARCH WAS PROVIDED.

2. THE PROJECT OWNER AND/OR THE HOMEOWNER'S ASSOCIATION WILL BE RESPONSIBLE FOR MAINTENANCE OF THE STORMWATER POND TO INCLUDE INSPECTION FOR DEBRIS AND SEDIMENT ACCUMULATION ON AN ANNUAL BASIS OR AS REQUIRED BY THE SUSSEX CONSERVATION DISTRICT IF A LESS FREQUENT INSPECTION IS REQUESTED.

RESIDENTIAL UNIT YIELD CALCULATIONS:

47.39± Ac. GROSS LOT AREA
15.17± Ac. LOT AREA IMPACTED BY WETLANDS OR FLOODPLAIN
32.22± Ac. NET LOT AREA
8.05± Ac. 25% OF NET AREA
24.17± Ac. *16 UNITS/ACRE* = 386 MAXIMUM UNITS ALLOWED
* ALLOWED DENSITY UNDER R-3 ZONING

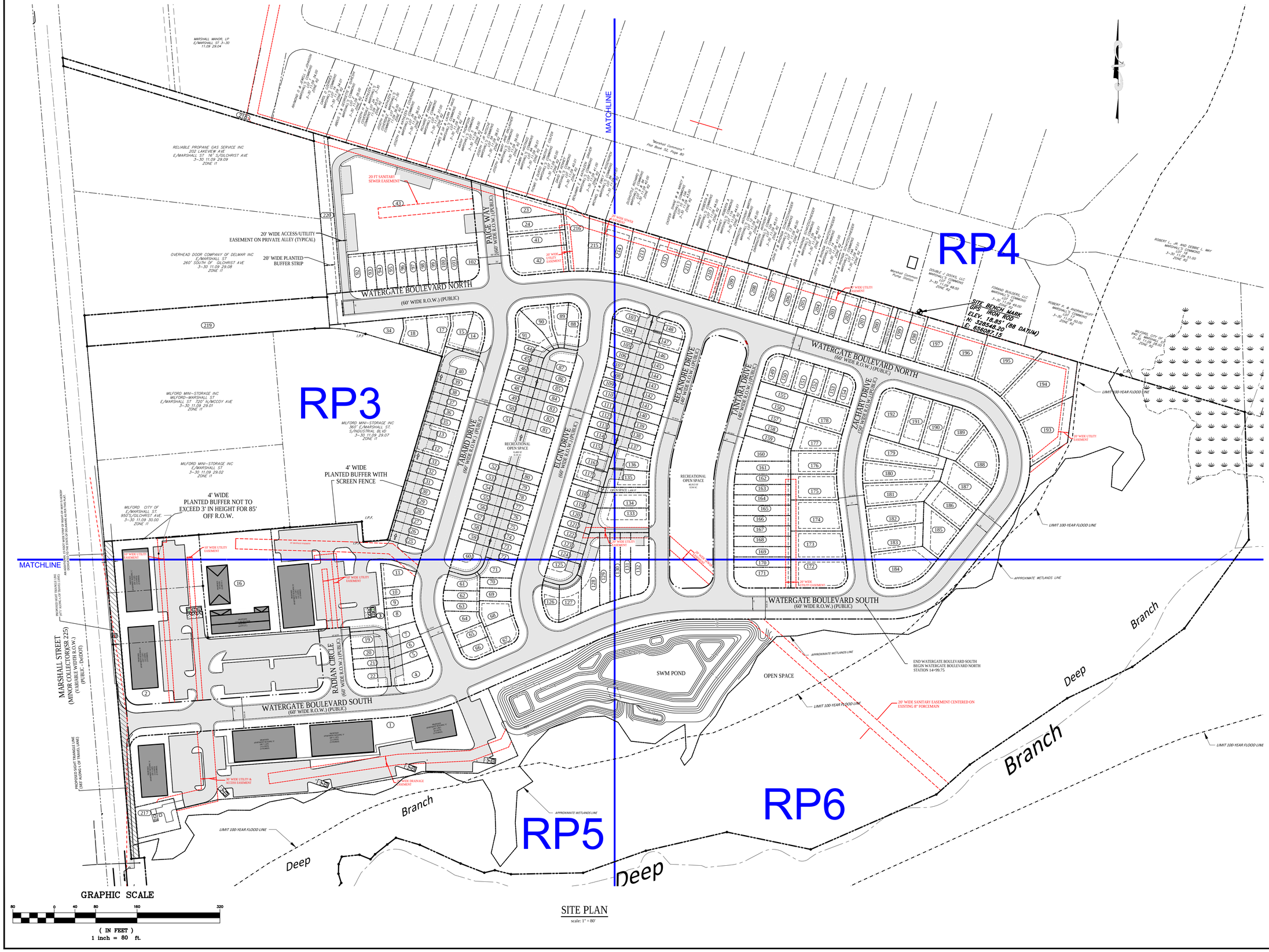
City Engineer Approval

CONSTRUCTION IMPROVEMENTS PLANS HAVE BEEN REVIEWED AND ARE FOUND TO BE IN GENERAL CONFORMANCE WITH THE TOWN OF GEORGETOWN CONSTRUCTION STANDARDS AND SPECIFICATIONS FOR WATER, SEWER AND STREETS. THE OWNER AND HIS ENGINEER AND/OR SURVEYOR ASSUME ALL RESPONSIBILITY FOR DESIGN AND ACCURACY OF INFORMATION SHOWN HEREON.

SIGNATURE:_____ DATE:_____
ERIK F. RETZLAFF, P.E.

LOT DATA

Number of Lots	Number of Units	Unit Plan Designation	Unit Type	Off Street Parking (Provided)	Spaces Per Unit (Provided)
129	129	A	Townhouses	194	1.5
48	48	B	Duplex Homes	116	2.4
33	33	C	Single Family	106	3.2
1	10	D	Single Family Courts	26	2.6
3	80	E	Mansion Ap



GRAPHIC SCALE

80 0 40 80 160 320

(IN FEET)
1 inch = 80 ft.

SITE PLAN
scale: 1" = 80'

PLAN NOTES

NO.	REVISION	DATE
1	Per Planning Dep. rev. letter dated 6/13/16	6/2016
2	Per Planning Dep. rev. letter dated 9/7/16	10/2016

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PLAN NOTATION

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SCOTT E. LOBDELL — No. 12260 — DELAWARE — REGISTERED PROFESSIONAL ENGINEER

BY: 12/1/18
SCOTT E. LOBDELL — DATE
DELAWARE PROFESSIONAL ENGINEER NO. 12260

OFFICES THROUGHOUT
NJ, EASTERN PA, AND DE
Van Cleef ENGINEERING ASSOCIATES
Consulting Civil Engineering
Environmental Engineering
Municipal Engineering
Land Surveying
Professional Planning
Landscape Architecture
630 CHURCHMANS ROAD, SUITE 105, NEWARK, DE 19702
EMAIL: NORTHERNDE: : VCEA.ORG WEB: WWW.VCEA.ORG
PHONE (302) 368-3184 FAX (302) 368-7195

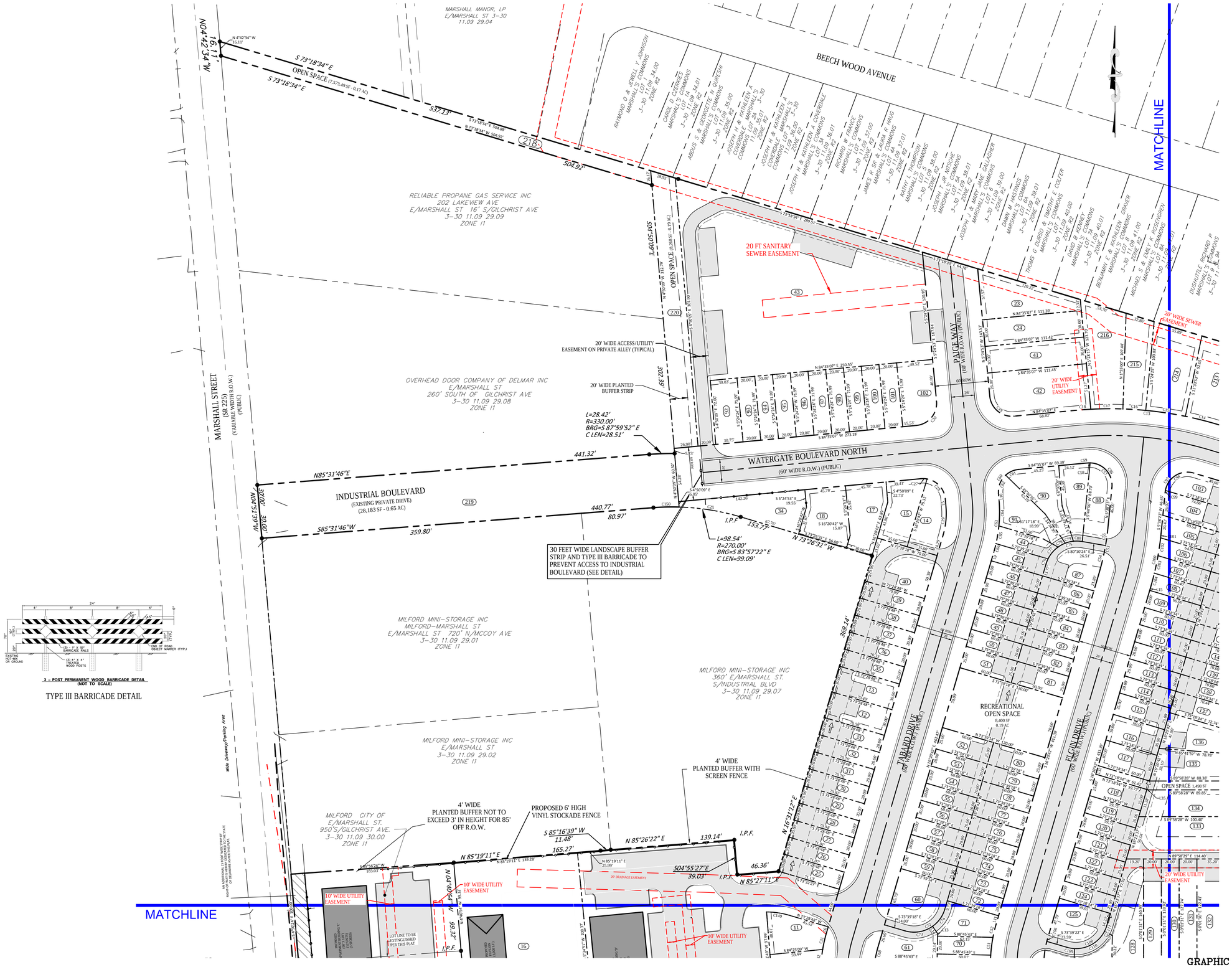
PROJECT: 1301MLD	DESIGNED BY: S.E.L.
DATE: 5/9/2016	DRAWN BY: E.P.C.
SCALE: AS NOTED	CHECKED BY: S.E.L.

WATERGATE AT MILFORD
FOR
LIBORIO WATERGATE, LLC
TAX MAP 3-30-11.09, PARCELS 29, 29.03, 30, 31, 32
SITUATED IN
CITY OF MILFORD
SUSSEX COUNTY, DELAWARE

TITLE
OVERALL SITE

RECORD PLAN

SHEET NUMBER
RP2



3 – POST PERMANENT WOOD BARRICADE DETAIL
(NOT TO SCALE)

TYPE III BARRICADE DETAIL

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

PLAN NOTES

NO.	REVISION	DATE
1	Per Planning Dep. rev. letter dated 6/13/16	6/2016
2	Per Planning Dep. rev. letter dated 9/7/16	10/2016

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SCOTT E. LOBDELL — No. 12260 — DELAWARE — PROFESSIONAL ENGINEER

BY: 12/1/18
SCOTT E. LOBDELL DATE
DELAWARE PROFESSIONAL ENGINEER NO. 12260

OFFICES THROUGHOUT NJ, EASTERN PA, AND DE

Van Cleef ENGINEERING ASSOCIATES

Consulting Civil Engineering
Environmental Engineering
Municipal Engineering
Land Surveying
Professional Planning
Landscape Architecture

830 CHURCHMANS ROAD, SUITE 105, NEWARK, DE 19702
EMAIL: NORTHERNDE: VCEA.ORG WEB: WWW.VCEA.ORG
PHONE (302) 368-3184 FAX (302) 368-7195

PROJECT: 1301MLD	DESIGNED BY: S.E.L.
DATE: 5/9/2016	DRAWN BY: E.P.C.
SCALE: AS NOTED	CHECKED BY: S.E.L.

WATERGATE AT MILFORD

FOR

LIBORIO WATERGATE, LLC

TAX MAP 3-30-11.09, PARCELS 29, 29.03, 30, 31, 32

SITUATED IN

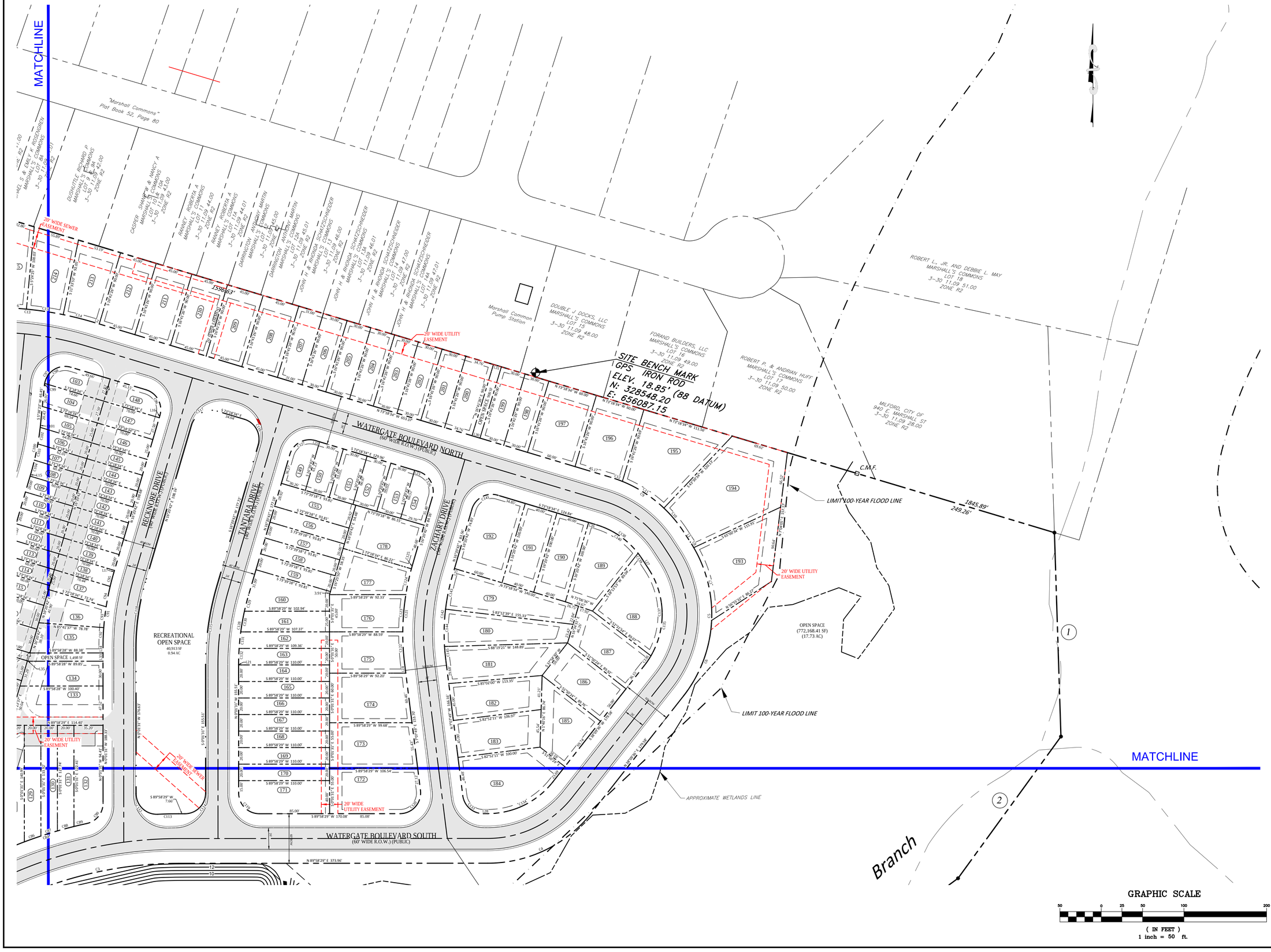
CITY OF MILFORD
SUSSEX COUNTY, DELAWARE

TITLE

RECORD PLAN

RECORD PLAN

SHEET NUMBER RP3



GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

PLAN NOTES

NO.	REVISION	DATE
1	Per Planning Dep. rev. letter dated 6/13/16	6/2016
2	Per Planning Dep. rev. letter dated 9/7/16	10/2016

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SCOTT E. LOBDELL — No. 12260 — DELAWARE — PROFESSIONAL ENGINEER

BY: 12/1/18

SCOTT E. LOBDELL — DATE

DELAWARE PROFESSIONAL ENGINEER NO. 12260

OFFICES THROUGHOUT NJ, EASTERN PA, AND DE

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EMAIL: NORTHERNDE - VCEA.ORG WEB: WWW.VCEA.ORG
PHONE (302) 368-3184 FAX (302) 368-7195

PROJECT:	1301MLD	DESIGNED BY:	S.E.L.
DATE:	5/9/2016	DRAWN BY:	E.P.C.
SCALE:	AS NOTED	CHECKED BY:	S.E.L.

WATERGATE AT MILFORD

FOR

LIBORIO WATERGATE, LLC

TAX MAP 3-30-11.09, PARCELS 29, 29.03, 30, 31, 32

SITUATED IN

CITY OF MILFORD
SUSSEX COUNTY, DELAWARE

TITLE

RECORD PLAN

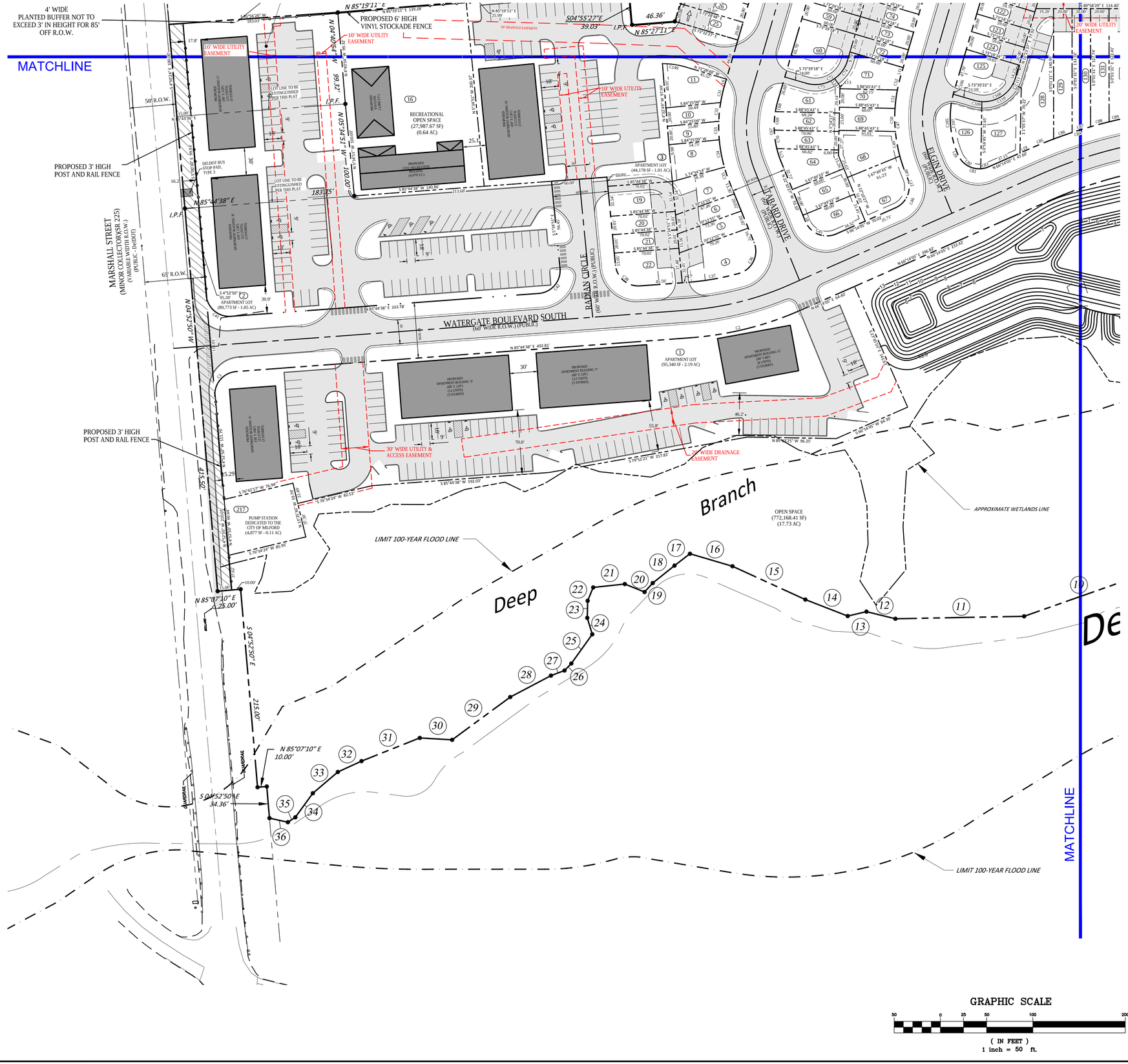
RECORD PLAN

SHEET NUMBER

RP4

BOUNDARY LINE TABLE

LINE	BEARING	DISTANCE
1	S 01°49'55" E	246.86'
2	S 35°58'52" W	211.89'
3	S 53°33'35" W	125.00'
4	S 64°12'46" W	139.60'
5	S 55°44'01" W	227.71'
6	S 48°12'36" W	86.55'
7	S 66°23'24" W	264.85'
8	N 78°19'22" W	165.20'
9	S 77°01'38" W	160.69'
10	S 70°35'00" W	128.40'
11	S 88°54'08" W	139.28'
12	N 76°09'01" W	32.21'
13	S 76°45'16" W	20.86'
14	N 68°44'00" W	49.15'
15	N 65°25'43" W	86.68'
16	N 73°35'35" W	47.93'
17	S 52°24'46" W	21.14'
18	S 51°17'41" W	30.16'
19	S 42°18'35" W	13.07'
20	N 67°57'56" W	23.05'
21	S 83°51'00" W	34.38'
22	S 22°34'02" W	15.65'
23	S 01°18'46" W	18.49'
24	S 17°02'36" E	18.59'
25	S 35°41'33" W	38.87'
26	S 44°08'12" W	10.57'
27	S 69°18'08" W	15.68'
28	S 62°13'27" W	49.76'
29	S 53°39'11" W	78.05'
30	N 86°36'49" W	35.03'
31	S 68°17'37" W	67.85'
32	S 65°19'30" W	28.13'
33	S 49°38'49" W	35.55'
34	S 36°01'32" W	32.15'
35	S 56°24'29" W	9.68'
36	N 77°22'38" W	20.41'



PLAN NOTES

NO.	REVISION	DATE
1	Per Planning Dep. rev. letter dated 6/13/16	6/2016
2	Per Planning Dep. rev. letter dated 9/7/16	10/2016

Know what's below. Call before you dig.

MISS UTILITY of DELMARVA

BEFORE YOU DIG CALL 1-800-282-8555 (DE & MD) WWW.MISSUTILITYDELMARVA.COM PROTECT YOURSELF, GIVE TWO WORKING DAYS NOTICE

PLAN NOTATION

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SCOTT E. LOBDELL — STATE OF DELAWARE — No. 12260 — PROFESSIONAL ENGINEER

BY: 12/1/18

SCOTT E. LOBDELL DATE

DELAWARE PROFESSIONAL ENGINEER NO. 12260

OFFICES THROUGHOUT NJ, EASTERN PA, AND DE

Van Cleef ENGINEERING ASSOCIATES

Consulting Civil Engineering
Environmental Engineering
Municipal Engineering

Land Surveying
Professional Planning
Landscape Architecture

630 CHURCHMANS ROAD, SUITE 105, NEWARK, DE 19702
EMAIL: NORTHERNDE: VCEA.ORG WEB: WWW.VCEA.ORG
PHONE (302) 368-3184 FAX (302) 368-7195

PROJECT:	1301MLD	DESIGNED BY:	S.E.L.
DATE:	5/9/2016	DRAWN BY:	E.P.C.
SCALE:	AS NOTED	CHECKED BY:	S.E.L.

WATERGATE AT MILFORD

FOR

LIBORIO WATERGATE, LLC

TAX MAP 3-30-11.09, PARCELS 29, 29.03, 30, 31, 32

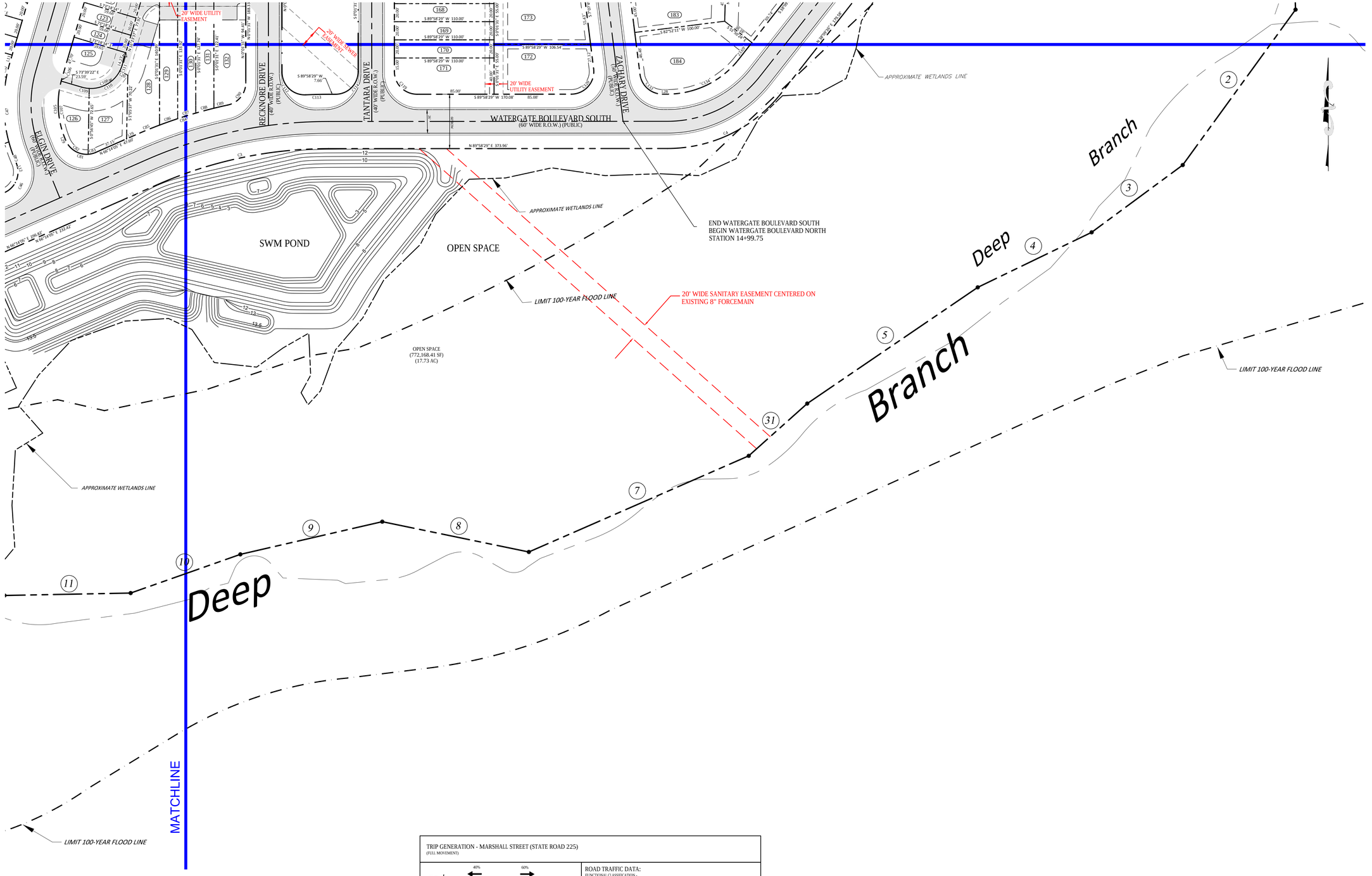
SITUATED IN

CITY OF MILFORD
SUSSEX COUNTY, DELAWARE

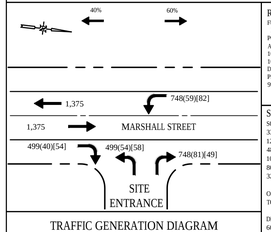
TITLE

RECORD PLAN

RECORD PLAN	SHEET NUMBER
	RP5



TRIP GENERATION - MARSHALL STREET (STATE ROAD 225)
(FULL MOVEMENT)



TRAFFIC GENERATION DIAGRAM
TRIPS PER DAY (VEHICLES IN A.M.) [P.M. PEAK HOUR]

ROAD TRAFFIC DATA:
FUNCTIONAL CLASSIFICATION -
MARSHALL STREET - MINOR COLLECTOR
POSTED SPEED LIMIT - 35 MPH
AADT = 2,750 TRIPS (FROM 2016 DelDOT TRAFFIC SUMMARY)
10 YEAR PROJECTED AADT = 1.20 X 2,750 TRIPS = 3,300 TRIPS
10 YEAR PROJECTED AADT + ENTRANCE AADT = 5,794 TRIPS
DIRECTIONAL SPLIT = DESCRIBED BELOW
PEAK HOUR = 10% X 5,794 = 579 TRIPS
9% TRUCKS & BUSES X 2,834 = 521 TRIPS

SITE TRIPS GENERATED:
SOURCE: ITE TRIP GENERATION MANUAL 9TH EDITION.
33 SINGLE FAMILY DETACHED HOMES (USE CODE 210) = 330 TRIPS
129 TOWNHOMES (USE CODE 230) = 858 TRIPS
48 DUPLEX UNITS (USE CODE 230) = 309 TRIPS
10 SINGLE FAMILY COURTS (USE CODE 210) = 100 TRIPS
80 APARTMENTS (USE CODE 220) = 532 TRIPS
32,237 RECREATIONAL CENTER (GENERAL OFFICE) (USE CODE 710) = 355 TRIPS

ONE ENTRANCE W/ FULL MOVEMENT
TOTAL ADT FOR SITE = 2494 TRIPS

DIRECTION DISTRIBUTION:
60% TO AND FROM THE SOUTH
40% TO AND FROM THE NORTH

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

PLAN NOTES

NO.	REVISION	DATE
1	Per Planning Dep. rev. letter dated 6/13/16	6/2016
2	Per Planning Dep. rev. letter dated 9/7/16	10/2016
3	Moved DelDOT notes to Sheet RP1	6/2018

811 Know what's below. Call before you dig.

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of
DELMARVA

BEFORE YOU DIG CALL
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SCOTT E. LOBDELL — No. 12260 — PROFESSIONAL ENGINEER — DELAWARE

BY: 12/1/18
SCOTT E. LOBDELL DATE
DELAWARE PROFESSIONAL ENGINEER NO. 12260

OFFICES THROUGHOUT
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DATE:	5/9/2016	DRAWN BY:	E.P.C.
SCALE:	AS NOTED	CHECKED BY:	S.E.L.

WATERGATE AT MILFORD
FOR
LIBORIO WATERGATE, LLC
TAX MAP 3-30-11.09, PARCELS 29, 29.03, 30, 31, 32
SITUATED IN
CITY OF MILFORD
SUSSEX COUNTY, DELAWARE

TITLE
RECORD PLAN

RECORD PLAN

SHEET NUMBER
RP6

PARCEL LINE TABLE

LINE NO.	LENGTH	BEARING
L1	14.81'	S 33°04'28" E
L2	7.44'	S 73°18'34" E
L5	9.10'	N 4°50'09" W
L6	6.69'	N 16°20'42" E
L7	4.61'	N 85°44'38" E
L9	10.08'	S 16°20'42" W
L10	7.41'	S 4°50'09" E
L11	9.50'	N 16°20'42" E
L12	5.26'	N 22°10'27" W
L13	2.87'	S 1°14'17" W
L14	10.00'	N 35°09'18" W
L15	3.69'	S 16°20'42" W
L16	2.99'	N 16°20'42" E
L17	3.20'	N 16°20'42" E
L18	27.72'	S 16°20'42" W
L19	10.45'	N 66°14'05" E
L20	10.00'	S 62°27'07" E
L21	0.51'	S 0°01'31" E
L22	5.11'	N 73°18'34" W
L23	4.85'	N 73°18'34" W
L24	10.69'	N 7°07'49" W
L25	8.71'	S 16°20'42" W
L26	9.98'	N 73°18'34" W
L27	14.81'	N 33°04'28" W
L28	5.44'	N 89°58'29" E
L29	2.20'	N 22°10'27" W
L30	10.00'	S 73°18'34" E
L31	10.00'	N 73°18'34" W
L32	10.00'	N 16°20'42" E
L33	10.00'	S 0°01'31" E
L34	6.40'	N 0°01'31" W
L35	1.64'	S 73°18'34" E

PARCEL CURVE TABLE

CURVE NO.	RADIUS	LENGTH	DELTA	CHORD LENGTH	CHORD DIRECTION
C1	25.00'	39.54'	90°37'27"	35.55'	N 40°25'54" E
C2	360.00'	122.58'	19°30'33"	121.99'	N 75°59'22" E
C3	470.00'	194.74'	23°44'24"	193.35'	N 78°06'17" E
C4	160.00'	144.69'	51°48'53"	139.81'	N 64°04'03" E
C5	160.00'	198.92'	71°14'05"	186.36'	N 2°32'34" E
C6	160.00'	99.09'	35°29'02"	97.51'	N 20°25'05" E
C7	160.00'	91.94'	32°55'26"	90.68'	S 13°47'09" E
C8	160.00'	7.89'	2°49'36"	7.89'	S 31°39'40" E
C9	160.00'	112.36'	40°14'05"	110.06'	N 53°11'31" W
C10	160.00'	37.46'	13°24'57"	37.38'	S 39°46'57" E
C11	160.00'	60.04'	21°30'00"	59.69'	S 57°14'26" E
C12	160.00'	14.85'	5°19'08"	14.85'	S 70°39'00" E
C13	420.00'	162.04'	22°06'19"	161.04'	N 84°21'43" W
C14	420.00'	37.58'	5°07'33"	37.56'	S 75°52'21" E
C18	420.00'	17.68'	2°24'44"	17.68'	N 85°47'29" E
C19	25.00'	39.27'	90°00'00"	35.36'	S 50°24'53" E
C20	25.00'	39.27'	89°59'45"	35.36'	S 39°35'07" W
C25	270.00'	70.18'	14°53'35"	69.98'	S 80°53'18" E
C27	25.00'	6.83'	15°39'11"	6.81'	N 87°35'17" W
C28	25.00'	32.69'	74°55'33"	30.41'	N 42°17'55" W
C29	85.00'	31.42'	21°10'51"	31.24'	N 5°45'17" E
C31	160.00'	19.47'	6°58'14"	19.45'	N 12°51'35" E
C32	160.00'	20.41'	7°18'31"	20.40'	N 5°43'13" E
C33	160.00'	20.06'	7°11'05"	20.05'	N 1°31'35" W
C34	160.00'	30.16'	10°47'55"	30.11'	N 10°31'05" W
C35	160.00'	17.47'	6°15'24"	17.46'	N 19°02'44" W
C36	25.00'	42.30'	96°56'33"	37.43'	N 26°17'50" E
C37	300.00'	57.47'	10°58'32"	57.38'	N 80°15'22" E
C38	25.00'	38.69'	88°40'30"	34.94'	S 49°55'07" E
C46	25.00'	38.58'	88°24'32"	34.86'	N 22°01'49" E
C47	160.00'	107.57'	38°31'09"	105.55'	N 2°54'52" W
C48	160.00'	19.84'	7°06'21"	19.83'	N 18°37'16" W
C49	160.00'	27.03'	9°40'47"	27.00'	N 10°13'42" W
C50	160.00'	25.04'	8°58'04"	25.02'	N 0°54'16" W
C51	160.00'	20.12'	7°12'20"	20.11'	N 7°10'56" E
C52	160.00'	15.53'	5°33'36"	15.52'	N 13°33'54" E
C53	270.00'	50.45'	10°42'19"	50.37'	N 10°59'33" E
C54	270.00'	30.72'	6°31'06"	30.70'	N 13°05'09" E
C55	270.00'	19.73'	4°11'13"	19.73'	N 7°44'00" E
C56	25.00'	43.46'	99°36'04"	38.19'	N 44°09'39" W
C57	25.00'	41.27'	94°34'26"	36.74'	N 41°38'50" W
C58	25.00'	2.19'	5°01'38"	2.19'	S 88°33'08" W
C59	360.00'	9.13'	1°27'12"	9.13'	S 85°18'43" W
C60	25.00'	39.02'	89°25'16"	35.18'	S 39°52'29" W
C61	25.00'	16.13'	36°58'03"	15.85'	S 66°06'05" W
C62	25.00'	22.89'	52°27'13"	22.10'	S 21°23'28" W
C63	160.00'	59.15'	21°10'51"	58.81'	S 5°45'17" W
C64	160.00'	29.06'	10°24'17"	29.02'	S 0°22'00" W
C65	160.00'	20.17'	7°13'23"	20.16'	S 9°10'50" W
C66	160.00'	9.92'	3°33'11"	9.92'	S 14°34'07" W
C67	100.00'	67.23'	38°31'09"	65.97'	S 2°54'52" E
C68	100.00'	12.24'	7°00'51"	12.23'	S 12°50'17" W
C69	100.00'	20.05'	11°29'17"	20.02'	S 3°35'13" W
C70	100.00'	20.30'	11°37'43"	20.26'	S 7°58'17" E
C71	100.00'	14.64'	8°23'18"	14.63'	S 17°58'48" E
C72	36.00'	56.55'	90°00'00"	50.91'	N 61°20'42" E
C73	36.00'	32.36'	51°30'00"	31.28'	S 80°35'42" W
C74	36.00'	24.19'	38°30'00"	23.74'	S 35°35'42" W
C75	36.00'	52.45'	83°28'54"	47.93'	S 58°05'09" W
C76	36.00'	6.27'	9°58'21"	6.26'	N 21°19'53" E
C77	36.00'	17.61'	28°01'57"	17.44'	N 40°20'01" E
C78	36.00'	9.20'	14°38'08"	9.17'	N 61°40'04" E
C79	36.00'	9.40'	14°57'16"	9.37'	N 76°28'12" E
C80	36.00'	9.98'	15°52'46"	9.95'	S 88°06'47" E
C81	25.00'	39.96'	91°35'28"	35.84'	S 67°58'11" E
C82	25.00'	31.23'	71°34'40"	29.24'	N 57°57'47" W
C83	25.00'	8.73'	20°00'48"	8.69'	N 76°14'29" E
C84	530.00'	107.67'	11°38'22"	107.48'	N 72°03'16" E
C85	530.00'	28.97'	3°07'56"	28.97'	N 67°48'03" E
C86	530.00'	21.21'	2°17'36"	21.21'	N 70°30'49" E
C87	530.00'	20.94'	2°15'48"	20.93'	N 72°47'31" E
C88	530.00'	20.70'	2°14'16"	20.70'	N 75°02'32" E
C89	530.00'	15.85'	1°42'47"	15.85'	N 77°01'04" E
C90	25.00'	33.99'	77°53'58"	31.43'	N 38°55'28" E
C91	320.50'	91.57'	16°22'13"	91.26'	N 8°09'36" E

PARCEL CURVE TABLE

CURVE NO.	RADIUS	LENGTH	DELTA	CHORD LENGTH	CHORD DIRECTION
C93	320.50'	25.40'	4°32'28"	25.40'	N 6°34'37" E
C94	320.50'	25.13'	4°29'30"	25.12'	N 11°05'36" E
C95	320.50'	16.81'	3°00'21"	16.81'	N 14°50'32" E
C96	25.00'	39.12'	89°39'16"	35.25'	N 28°28'56" W
C97	25.00'	44.09'	101°03'03"	38.60'	S 56°09'55" W
C98	25.00'	42.11'	96°30'34"	37.31'	S 58°26'09" W
C99	25.00'	1.98'	4°32'29"	1.98'	S 7°54'38" W
C100	330.00'	61.66'	10°42'19"	61.57'	S 10°59'33" W
C101	330.00'	5.04'	0°52'30"	5.04'	S 6°04'38" W
C102	330.00'	20.22'	3°30'39"	20.22'	S 8°16'12" W
C103	330.00'	20.08'	3°29'09"	20.07'	S 11°46'06" W
C104	330.00'	16.32'	2°50'02"	16.32'	S 14°55'41" W
C105	100.00'	67.23'	38°31'09"	65.97'	S 2°54'52" E
C106	100.00'	2.86'	1°38'14"	2.86'	S 15°31'35" W
C107	100.00'	64.37'	36°52'55"	63.27'	N 3°43'59" W
C108	36.00'	56.52'	89°57'01"	50.89'	N 61°22'08" E
C109	36.00'	8.43'	13°25'26"	8.42'	S 80°22'04" E
C110	36.00'	40.99'	65°14'25"	38.81'	S 60°18'00" W
C111	36.00'	7.09'	11°17'10"	7.08'	S 22°02'12" W
C112	25.00'	40.46'	92°43'14"	36.18'	N 46°23'08" W
C113	530.00'	25.17'	2°43'14"	25.16'	S 88°36'52" W
C114	25.00'	39.27'	90°00'00"	35.36'	S 44°58'29" W
C115	338.00'	96.57'	16°22'13"	96.24'	S 8°09'36" W
C116	25.00'	39.12'	89°39'16"	35.25'	S 28°28'56" E
C117	25.00'	39.42'	90°20'44"	35.46'	N 61°31'04" E
C118	280.50'	80.14'	16°22'13"	79.87'	N 8°09'36" E
C119	25.00'	39.27'	90°00'00"	35.36'	S 45°01'31" E
C120	25.00'	42.37'	97°06'18"	37.48'	N 41°25'20" E
C121	300.00'	122.92'	23°28'31"	122.06'	N 4°36'27" E
C122	300.00'	39.49'	7°32'30"	39.46'	N 3°21'34" W
C123	300.00'	45.20'	8°37'56"	45.16'	N 4°43'39" E
C124	300.00'	31.91'	6°05'38"	31.89'	N 12°05'26" E
C125	300.00'	6.32'	1°12'27"	6.32'	N 15°44'29" E
C126	25.00'	39.12'	89°39'16"	35.25'	N 28°28'56" W
C127	25.00'	39.42'	90°20'44"	35.46'	S 61°31'04" W
C128	298.00'	85.14'	16°22'13"	84.85'	S 8°09'36" W
C129	298.00'	20.13'	3°52'16"	20.13'	S 14°24'34" W
C130	298.00'	25.40'	4°52'59"	25.39'	S 10°01'56" W
C131	298.00'	20.10'	3°51'54"	20.10'	S 5°39'29" W
C132	298.00'	19.51'	3°45'03"	19.51'	S 1°51'01" W
C133	25.00'	36.17'	82°53'42"	33.10'	S 48°34'40" E
C134	100.00'	90.43'	51°48'53"	87.38'	N 64°04'03" E
C135	100.00'	124.33'	71°14'05"	116.47'	S 2°32'34" W
C136	100.00'	13.89'	7°57'33"	13.88'	N 34°10'50" E
C137	100.00'	110.44'	63°16'32"	104.91'	N 1°26'12" W
C138	100.00'	70.22'	40°14'05"	68.79'	S 53°11'31" E
C139	100.00'	8.41'	4°48'57"	8.40'	N 35°28'57" W
C140	100.00'	61.82'	35°25'09"	60.84'	N 55°35'59" W
C141	25.00'	39.42'	90°20'44"	35.46'	S 61°31'04" W
C142	250.00'	102.43'	23°28'31"	101.72'	N 4°36'27" E
C143	250.00'	41.70'	9°33'21"	41.65'	S 11°34'02" W
C144	250.00'	45.25'	10°22'11"	45.18'	S 1°36'15" W
C145	250.00'	15.49'	3°32'59"	15.49'	S 5°21'20" E
C149	91.00'	25.90'	16°18'30"	25.81'	N 81°38'03" W
C150	270.00'	28.91'	6°08'08"	28.90'	N 88°35'50" E

LOT AREA TABLE

LOT NO.	AREA (SF)	AREA (AC)
3	44,178	1.01
4	3,210	0.07
5	1,526	0.04
6	1,408	0.03
7	2,076	0.05
8	1,959	0.04
9	1,101	0.03
10	1,148	0.03
11	2,448	0.06
12	2,116	0.05
13	2,113	0.05
14	2,414	0.06
15	2,664	0.06
16	28,066	0.64
17	2,963	0.07
18	3,036	0.07
19	2,278	0.05
20	1,400	0.03
21	1,400	0.03
22	2,497	0.06
23	3,893	0.09
24	3,342	0.08
25	1,425	0.03
26	1,421	0.03
27	1,419	0.03
28	1,418	0.03
29	1,417	0.03
30	1,416	0.03
31	1,415	0.03
32	1,413	0.03
33	1,412	0.03
34	3,579	0.08
35	1,407	0.03
36	1,406	0.03
37	1,405	0.03
38	1,404	0.03
39	1,402	0.03
40	3,515	0.08
41	3,343	0.08
42	5,553	0.13
43	48,760	1.12
44	1,273	0.03
45	1,202	0.03
46	1,200	0.03
47	1,200	0.03
48	1,200	0.03
49	1,200	0.03
50	1,200	0.03
51	1,500	0.03
52	1,500	0.03
53	1,200	0.03
54	1,200	0.03
55	1,200	0.03
56	1,200	0.03
57	1,200	0.03
58	1,200	0.03
59	1,200	0.03
60	3,669	0.08
61	2,164	0.05
62	1,400	0.03
63	1,376	0.03
64	2,089	0.05
65	1,800	0.04
66	1,792	0.04
67	2,894	0.07
68	2,486	0.06
69	1,505	0.03
70	1,218	0.03
71	2,081	0.05
72	1,200	0.03
73	1,200	0.03
74	1,200	0.03
75	1,200	0.03
76	1,200	0.03
77	1,200	0.03

LOT AREA TABLE

LOT NO.	AREA (SF)	AREA (AC)
78	1,200	0.03
79	1,200	0.03
80	1,500	0.03
81	1,500	0.03
82	1,200	0.03
83	1,200	0.03
84	1,200	0.03
85	1,200	0.03
86	1,200	0.03
87	2,729	0.06
88	2,292	0.05
89	2,175	0.05
90	2,716	0.06
91	2,732	0.06
92	2,188	0.05
93	1,440	0.03
94	1,440	0.03
95	1,440	0.03
96	1,440	0.03
97	1,440	0.03
98	1,440	0.03
99	1,440	0.03
100	1,440	0.03
101	1,440	0.03
102	2,783	0.06
103	1,946	0.04
104	1,984	0.05
105	1,679	0.04
106	1,266	0.03
107	1,222	0.03
108	1,202	0.03
109	1,200	0.03
110	1,200	0.03
111	1,200	0.03
112	1,200	0.03
113	1,200	0.03
114	1,200	0.03
115	1,500	0.03
117	1,800	0.04
119	1,195	0.03
121	1,194	0.03
122	1,194	0.03
123	1,193	0.03
124	1,193	0.03
125	2,726	0.06
126	2,218	0.05
127	3,060	0.07
128	4,942	0.11
129	2,748	0.06
130	2,615	0.06
131	2,500	0.06
132	4,088	0.09
133	5,104	0.12
135	2,814	0.06
136	2,519	0.06
137	1,786	0.04
138	1,402	0.03
139	1,400	0.03
140	1,400	0.03
141	1,400	0.03
142	1,400	0.03
143	1,400	0.03
144	1,400	0.03
145	1,400	0.03
146	1,750	0.04
147	1,925	0.04
148	1,816	0.04
149	1,720	0.04
150	1,834	0.04
151	1,829	0.04
152	1,823	0.04
153	1,818	0.04
154	1,662	0.04
155	2,713	0.06
156	1,876	0.04

LOT AREA TABLE

LOT NO.	AREA (SF)	AREA (AC)
157	1,876	0.04
158	1,876	0.04
159	1,876	0.04
160	3,669	0.08
161	2,633	0.06
162	2,170	0.05
163	2,196	0.05
164	2,200	0.05
165	2,200	0.05
166	2,200	0.05
167	2,200	0.05
168	2,200	0.05
169	2,200	0.05
170	2,200	0.05
171	4,266	0.10
172	5,870	0.13
173	5,671	0.13
174	5,757	0.13
175	4,489	0.10
176	4,045	0.09
177	3,946	0.09
178	4,716	0.11
179	5,764	0.13
180	5,181	0.12
181	5,433	0.12
182	4,727	0.11
183	4,657	0.11
184	7,431	0.17
185	4,461	0.10
186	4,492	0.10
187	4,861	0.11
188	5,678	0.13
189	5,133	0.12
190	4,000	0.09
191	4,000	0.09
192	5,864	0.13
193	7,746	0.18
194	11,704	0.27
195	8,469	0.19
196	5,403	0.12
197	5,400	0.12
199	2,700	0.06
200	3,129	0.07
201	2,700	0.06
202	2,700	0.06
205	2,700	0.06
206	2,700	0.06
207	2,790	0.06
208	4,050	0.09
209	4,050	0.09
210	4,050	0.09
211	4,050	0.09
212	4,050	0.09
213	4,445	0.10
214	4,791	0.11
215	2,988	0.07
216	5,001	0.11
219	28,183	0.65
220	8,268	0.19

PLAN NOTES

NO.	REVISION	DATE
1	Per Planning Dep. rev. letter dated 6/13/16	6/2016

811 Know what's below. Call before you dig.

MISS UTILITY of DELMARVA

BEFORE YOU DIG CALL 1-800-282-8555 (DE & MD) WWW.MISSUTILITYDELMARVA.COM PROTECT YOURSELF, GIVE TWO WORKING DAYS NOTICE

PLAN NOTATION

ONLY THOSE PLANS WHICH CONTAIN AN IMPRESSED SEAL OR A RED INK SEAL OF THE RESPONSIBLE PROFESSIONAL SHALL BE CONSIDERED VALID. THIS PLAN HAS BEEN SPECIFICALLY PREPARED FOR THE OWNER DESIGNATED HEREON. ANY MODIFICATION, REVISION, DUPLICATION OR USE WITHOUT THE WRITTEN CONSENT OF VAN CLEEF ENGINEERING ASSOCIATES IS PROHIBITED. RELIANCE ON THIS PLAN FOR ANY PURPOSE OTHER THAN THAT WHICH IS INTENDED SHALL BE AT THE SOLE DISCRETION AND LIABILITY OF THE APPLICABLE PARTY.

SCOTT E. LOBDELL — DELAWARE PROFESSIONAL ENGINEER — No. 12260

BY: 12/1/18

SCOTT E. LOBDELL DATE

DELAWARE PROFESSIONAL ENGINEER NO. 12260

OFFICES THROUGHOUT NJ, EASTERN PA, AND DE

Van Cleef ENGINEERING ASSOCIATES

Consulting Civil Engineering
Environmental Engineering
Municipal Engineering

Land Surveying
Professional Planning
Landscape Architecture

630 CHURCHMANS ROAD, SUITE 105, NEWARK, DE 19702
EMAIL: NORTHERNDE@VCEA.ORG WEB: WWW.VCEA.ORG
PHONE (302) 368-3164 FAX (302) 368-7195

PROJECT: 1301MLD	DESIGNED BY: S.E.L.
DATE: 5/9/2016	DRAWN BY: E.P.C.
SCALE: AS NOTED	CHECKED BY: S.E.L.

WATERGATE AT MILFORD

FOR

LIBORIO WATERGATE, LLC

TAX MAP 3-30-11.09, PARCELS 29, 29.03, 30, 31, 32

SITUATED IN

CITY OF MILFORD
SUSSEX COUNTY, DELAWARE

TITLE

LINE AND CURVE TABLES

RECORD PLAN

SHEET NUMBER RP7

STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
800 BAY ROAD
P.O. BOX 778
DOVER, DELAWARE 19903

JENNIFER COHAN
SECRETARY

June 08, 2018

Ms. Janelle Cornwell, Director
Sussex County Planning & Zoning Commission
Sussex County Administration Building
P.O. Box 417
Georgetown, Delaware 19947

SUBJECT: Letter of No Objection to Recordation
Watergate
Tax Parcel # 330-11.09-120.00, 330-11.09-114.00, 330-11.09-106.00, 330-11.09-105.00, 330-11.09-104.00, 330-11.09-103.00, 330-11.09-113.00, 330-11.09-112.00, 330-11.09-111.00, 330-11.09-110.00
SCR34068-MARSHALL STREET
SCR225-MARSHALL STREET
Milford, Cedar Creek Hundred, Sussex County

Dear Ms. Cornwell:

The Department of Transportation has reviewed the Site Plan, dated May 9, 2016 (last revised June 2018), for the above referenced site, and has no objection to its recordation as shown on the enclosed drawings. This "No Objection to Recordation" approval shall be valid for a period of **five (5) years**. If the Site Plan is not recorded prior to the expiration of the "No Objection to Recordation", then the plan must be updated to meet current requirements and resubmitted for review and approval.

This letter does not authorize the commencement of entrance construction. Entrance plans shall be developed in accordance with DelDOT's Development Coordination Manual and submitted to the Development Coordination Section for review and approval.

This "No Objection to Recordation" letter is not a DelDOT endorsement of the project discussed above. Rather, it is a recitation of the transportation improvements, which the applicant may be required to make as a pre-condition to recordation steps and deed restrictions as required by the respective county/municipality in which the project is located. If transportation investments are necessary, they are based on an analysis of the proposed project, its location, and its estimated impact on traffic movements and densities. The required improvements conform to DelDOT's published rules, regulations and standards.

DelDOT

Ultimate responsibility for the approval of any project rests with the local government in which the land use decisions are authorized. There may be other reasons (environmental, historic, neighborhood composition, etc.) which compel that jurisdiction to modify or reject this proposed plan even though DelDOT has established that these enumerated transportation improvements are acceptable.

If I can be of any further assistance, please call me at (302) 760-2266.

Very truly yours,



Steve Sisson
Sussex County Subdivision Engineer
Development Coordination

cc: Lou Ramunno, Liborio Watergate, LLC
Scott Lobdell, Van Cleef Engineering Associates
Rob Pierce, Milford City Planner - rpierce@milford-de.gov
William Kirsch, South District Entrance Permit Supervisor
Rusty Warrington, Sussex County Planning & Zoning
Jessica L. Watson, Sussex Conservation District
Gemez W. Norwood, South District Public Work Manager
Jennifer Pinkerton, Chief Materials & Research Engineer
Peter Haag, Traffic Studies Manager
Linda Osiecki, Consistency Control Engineer
John Fiori, Bicycle Coordinator
Maria Andaya, Pedestrian Coordinator
Mark Galipo, Traffic Development Coordination Engineer
Evan Lallier, Maintenance Support Manager
Dan Thompson, Safety Officer North District
Joseph Ellis, Contech Manager
David Dooley, DTC Planner
James Kelley, JMT
Todd Sammons, Subdivision Engineer
Derek Sapp, Sussex County Reviewer

DELAWARE HEALTH AND SOCIAL SERVICES
Division of Public Health

Office of Engineering
Phone: (302) 741-8640
Fax: (302) 741-8641

December 6, 2018

CITY OF MILFORD

APPROVAL TO CONSTRUCT
Watergate at Milford Connection
PWS #DE0000616
Approval #18W178

Mr. Lou Ramunno
Liborio Watergate, LLC
903 North French Street
Wilmington, DE 19801

Dear Mr. Ramunno:

As provided by Section 2.11 of the *State of Delaware Regulations Governing Public Drinking Water Systems*, you are granted approval to connect Watergate at Milford to the existing main in accordance with the plans submitted by Van Cleef Engineering Associates, LLC. The plans consist of:

1. Transmittal letter dated June 18, 2018.
2. Two copies of the plans entitled "Final Land Development Plan for Watergate at Milford" dated May 9, 2016 and revised November 2017.

These plans, as noted, are made a part of this approval. This approval is granted subject to the enclosed list of conditions. It is the owner's responsibility to ensure as-built drawings are maintained throughout all phases of construction. Prior to receiving an Approval to Operate, the Office of Engineering requires one set of as-built drawings, including profile markups.

The Office of Engineering recommends detectable tracer tape that is three inches wide and blue in color to be installed directly above all water mains larger than two inches in diameter.

Should you have any questions regarding this matter, please feel free to contact Bill Milliken at (302) 741-8646.

Plans reviewed by:

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

Sincerely,

Doug Lodge, P.E.
Supervisor of Engineering
Office of Engineering

cc: Rob Pierce, City of Milford
Erik Retzlaff, P.E., City of Milford
Scott Lobdell, P.E., Van Cleef Engineering Associates, LLC
Ashley Kunder, Office of Drinking Water

1. The approval is void if construction has not started by December 6, 2019.

2. The project shall be constructed in accordance with the approved plans and all required conditions listed in this Approval to Construct. If any changes are necessary, revised plans shall be submitted and a supplemental approval issued prior to the start of construction. As-built plans including profile mark-ups must be submitted to the Office of Engineering after construction has been completed.

3. Representatives of the Division of Public Health may inspect this project at any time during the construction.

4. This approval does not cover the structural stability of any units or parts of this project.

5. The water system shall be operated in conformance with the *State of Delaware Regulations Governing Public Drinking Water Systems*.

6. All wells, pipes, tanks, and equipment which can convey or store potable water shall be disinfected in accordance with the current AWWA procedures. Plans or specifications shall outline the procedure and include the disinfectant dosage, contact time, and method of testing the results of the procedure. (Recommended Standards for Water Works 2012 Edition 2.15)

7. Water mains crossing sanitary and storm sewers should be laid to provide a minimum vertical distance of 18 inches between the outside of the water main and the outside of the sewer, and the water main should be above the sewer. At crossings, one full length of water pipe should be located so both joints will be as far from the sewer as possible. Special structural support for the water and sewer pipes may be required. In cases where it is not practical to maintain an 18-inch separation, the Division may allow deviation on a case-by-case basis if supported by data from the design engineer.

8. Water mains should be laid 10 feet horizontally from any existing or proposed sanitary or storm sewers. The distance should be measured edge to edge. In cases where it is not practical to maintain a 10-foot separation, the Division may allow deviation on a case-by-case basis if supported by data from the design engineer.

9. All chemicals, materials, mechanical devices, and coatings in contact with potable water shall comply with National Sanitation Foundation/American National Standards Institute Standards (NSF/ANSI) 60 and 61 and shall be inert, nontoxic, and shall not import any taste, odor, or color to the water.

10. Sufficient valves should be provided so that inconvenience and sanitary hazards will be minimized during repairs. Valves should be located at not more than 500-foot intervals in commercial districts and at not more than one block or 800-foot intervals in other districts.

11. There shall be no connection between the distribution system and any pipes, pumps, hydrants, or tanks whereby unsafe water or other contaminating materials may be discharged or drawn into the system.

12. Fire hydrant drains shall not be connected to or located within 10 feet of sanitary sewers, storm sewers, or storm drains.

13. Prior to usage of water from this new well, water plant, storage plant, or distribution system, approval for the water quality must be obtained from the Division of Public Health.

14. The water system should be capable of providing at least 25 psi at ground level at all times throughout the distribution system.

15. All plastic pipe utilized in this drinking water system shall be approved for potable water use (NSF-pw). If any piping is joined with solder or flux, the solder and flux shall be lead free (less than or equal to 0.2 percent lead).

16. All water lines should be buried to a depth of at least 3 feet.

17. A Certificate of Public Conveniences and Necessity should be acquired from the Public Service Commission, (302) 739-4247.

18. This approval is for the distribution system only. Plans and specifications for all well plumbing, pumps, storage (including any interior coatings), and treatment must be submitted to and approved by this office prior to their installation.

19. The approval is subject to immediate revocation upon violation of any of the preceding conditions.

20. All other local (county/city/town) approvals or permits needed must be obtained prior to beginning construction.

21. Upon completion of construction and before the system is placed into operation, a "Notice of Completion" must be submitted to the Office of Engineering. Before placing the system into operation, the following must be adhered to:
    a. Submit a set of as-built plans with profile markups to the Office of Engineering.
    b. Obtain an Approval to Operate from the Office of Engineering.

Sussex conservation district

October 3, 2018

Mr. Scott Lobdell, P.E.
Van Cleef Engineering Associates
630 Churchmans Road, Suite 105
Newark, DE 19702

RE: Watergate at Milford Revision, Milford DE

Dear Mr. Lobdell,
The Sussex Conservation District has reviewed the 10/02/18 submittal for the above referenced project. Please submit the following to the District for approval:

- ☑ Submit 5 sets of plans for approval.
- ☑ Submit an electronic copy (PDF) of the project's complete construction set.
- ☑ The plans are to be signed and sealed by a qualified design professional.
- ☑ The SCD Owners Certification Statement is to be signed on each set of plans.

If plans are submitted with any of the above items missing, they will **not** be approved. Be advised if there are any deficiencies which cannot be addressed within 72 hours the plans will be considered withdrawn and therefore, you will need to entirely resubmit.

If ownership is going to change, the District will require a new application and two sets of plans with the new owner's information and signed certification statement. In addition, the authorization to discharge stormwater under the regulations *Part 2 Special Conditions for Storm Water Discharges Associated with Construction Activities*, must be transferred by the original owner to the new owner, please contact DNREC at 302-739-9921 for assistance.

If you have any questions or concerns regarding the aforementioned, please do not hesitate to contact the District at 302-856-2105.

Sincerely,
Valerie A. Thompson
Plan Reviewer

OFFICE OF STATE FIRE MARSHAL

Technical Services

2307 MacArthur Road
New Castle, DE 19720-2426
Phone: 302-323-5365
Fax: 302-323-5366
☐

1537 Chestnut Grove Road
Dover, DE 19904-9610
Phone: 302-739-4394
Fax: 302-739-3696
☐

22705 Park Avenue
Georgetown, DE 19947
Phone: 302-856-5298
Fax: 302-856-5800
☒

FIRE PROTECTION PLAN REVIEW REPORT

Plan Review Number 2018-04-0040-MJS-02 **Tax Parcel Number** 3-30-11.09-29.00
Review Status APPROVED AS SUBMITTED **Review Date** 02/09/2018

PROJECT

WATERGATE AT MILFORD
WATERGATE AT MILFORD
Phase# Building # Unit # 300
MARSHAL ST
MILFORD, DE 19963

SCOPE OF PROJECT

Project Type MJS Major Site
Number of Stories _____ **Occupant Load** _____
Square Footage _____ **Occupancy Code** 9603
Construction Class V (000) WOOD FRAME **Fire District** 42

APPLICANT	OWNER
VAN CLEEF ENGINEERING ASSOC SCOTT E LOBDELL	LIBORIO WATERGATE
630 CHURCHMANS RD STE 105	903 N FRENCH STREET
NEWARK, DE 19702	WILMINGTON, DE 19801

This office has reviewed the plans and specifications of the above described project for compliance with the Delaware State Fire Prevention Regulations, in effect as of the date of this review.

A Review Status of "Approved as Submitted" or "Not Approved as Submitted" must comply with the provisions of the attached Plan Review Comments.

Any Conditional Approval does not relieve the Applicant, Owner, Engineer, Contractor, nor their representatives from their responsibility to comply with the plan review comments and the applicable provisions of the Delaware State Fire Prevention Regulations in the construction, installation and/or completion of the project as reviewed by this Agency.

This Plan Review Project was prepared by:

Desiree M'Call

DESIREE MCCALL, FPS

FIRE PROTECTION PLAN REVIEW COMMENTS

Project Name WATERGATE AT MILFORD
Plan Review Number 2018-04-0040-MJS-02 **Tax Parcel Number** 3-30-11.09-29.00
Review Status APPROVED AS SUBMITTED **Review Date** 02/09/2018

PROJECT COMMENTS

1002 This project has been reviewed under the provisions of the Delaware State Fire Prevention Regulations (DSFPR) Effective March 11, 2016. The current Delaware State Fire Prevention Regulations are available on our website at www.statefiremarshal.delaware.gov. These plans were not reviewed for compliance with the Americans with Disabilities Act (ADA). These plans were not reviewed for compliance with any Local, Municipal, nor County Building Codes.

1030 This site meets Water Flow Table 2, therefore the following water for fire protection requirements apply: Main Sizes: 6" minimum. Minimum Capacity: 500 gpm @ 20 psi residual for 1 hour duration. Hydrant Spacing: 1,000' on center. (DSFPR Regulation 702, Chapter 6, Section 3)

*SINGLE FAMILY HOMES

1040 This site meets Water Flow Table 2, therefore the following water for fire protection requirements apply: Main Sizes: 6" minimum. Minimum Capacity: 1,000 gpm @ 20 psi residual for 1 hour duration. Hydrant Spacing: 800' on center. (DSFPR Regulation 702, Chapter 6, Section 3)

* APARTMENT BUILDINGS

1180 This report reflects site review only. It is the responsibility of the applicant and owner to forward copies of this review to any other agency as required by those agencies.

1190 Separate plan submittal is required for the building(s) proposed for this project.

2500 A final inspection is required for this project prior to occupancy (DSFPR Regulation 701, Chapter 4, Section 7). Contact this Agency to schedule this inspection. Please have the plan review number available. A MINIMUM OF FIVE (5) WORKING DAYS NOTICE IS REQUIRED.

2710 The following items will be field verified by this Agency at the time of final inspection:

1132 Fire hydrants shall be color coded in accordance with the DSFPR Regulation 703, Chapter 3, Section 4. This includes both color coding the bonnet and 2" reflective tape around the barrel under the top flange.

Project Name WATERGATE AT MILFORD
Plan Review Number 2018-04-0040-MJS-02 **Tax Parcel Number** 3-30-11.09-29.00
Review Status APPROVED AS SUBMITTED **Review Date** 02/09/2018

PROJECT COMMENTS

1232	All threads provided for fire department connections, to sprinkler systems, standpipes, yard hydrants or any other fire hose connections shall be uniform to those used by the fire department in whose district they are located. (DSFPR Regulation 703, Chapter 1, Section 1.5)
1332	The distance between a fire hydrant and the fire lane shall not be greater than seven feet. (DSFPR Regulation 705, Chapter 5, Section 10)
1432	The steamer connection of all fire hydrants shall be so positioned so as to be facing the street or fire lane. (DSFPR Regulation 705, Chapter 5, Section 10) The center of all hose outlet(s) on fire hydrants shall be not less than 18 inches above final grade (NFPA 24, Section 7.3.3)
1119	All proposed fire hydrants and water mains shall be installed in accordance with the most current edition of the Delaware State Fire Prevention Regulations. (DSFPR Regulation 702, Chapter 6 & 7)
1100	Hydrants shall be provided in such a manner that all fire department connections for sprinkler or standpipe systems are within 300' of a hydrant. (DSFPR Regulation 702, Chapter 6, Section 5)
1101	Fire department connections shall be located and arranged so that hose can be readily and conveniently attached. (NFPA 13, Section 8.17.2.4.6) NOTE: The proposed location does not meet this requirement.
1098	All standpipe and sprinkler connections shall be marked and identified in accordance with (DSFPR Regulation 705, Chapter 6, Section 3). Provide detail and layout on plans. NOTE: No objects, stands, displays, or other impediments (such as parking) shall be located within the demarcation area.
1299	The required Fire Lane Access and Perimeter Access and all fire lane markings shall be in accordance with the site plan as approved by this Agency. This will be field verified at the final inspection. Noncompliance may cause a delay in approval for Certificate of Occupancy.

Project Name WATERGATE AT MILFORD
Plan Review Number 2018-04-0040-MJS-02 **Tax Parcel Number** 3-30-11.09-29.00
Review Status APPROVED AS SUBMITTED **Review Date** 02/09/2018

PROJECT COMMENTS

1151	A lock box containing keys for fire department access shall be provided for any occupancy that contains an automatic sprinkler system. (DSFPR Regulation 705, Chapter 1, Section 2)
1408	All premises where emergency personnel may be called upon to provide emergency services, which are not readily accessible from streets, shall be provided with suitable gates, access roads, and fire lanes so that all buildings on the premises are accessible to emergency apparatus. (DSFPR Regulation 705, Chapter 5, Section 2).
1417	All Fire Lanes shall be marked and identified in accordance with DSFPR Regulation 705, Chapter 5, Section 7.0.
1090	Fire Lane Access and Perimeter Access shall be in accordance with Table 5-2. (DSFPR Regulation 705, Chapter 5, Section 4.2) Percent of Perimeter Access requirements shall include the required Percent of Fire Lane Access requirements of Table 5-2. (DSFPR Regulation 705, Chapter 5, Section 4.5.2).
1092	Perimeter Access is that portion of the building that is accessible by emergency services personnel and is within 200 feet of a street and capable of supporting fire ground operations. (DSFPR Regulation 705, Chapter 5, Section 1.4.1). Perimeter Access minimum width shall be 15 feet measured from the face of the building at grade with a maximum slope of ten percent (10%). Plantings and utility services (includes condenser units, transformers, etc.) shall be permitted within the perimeter access, provided they do not interfere with the emergency services fire ground operations. (DSFPR Regulation 705, Chapter 5, Sections 3.5 and 4.5). If a physical barrier (fence, pond, steep slope, etc) prevents access, that portion of the building perimeter shall not be included in the calculation of Percent of Perimeter Access. (DSFPR Regulation 705, Chapter 5, Sections 3.5.1 and 4.5.1).
1192	Streets and access roadways shall be permitted to be utilized to achieve the required building access. Building access shall be no further than 50 feet from a primary entrance. Where a building is provided with an automatic sprinkler system, installed in accordance with NFPA 13, access shall be no further than 100 feet from the primary entrance.
1501	If there are any questions about the above referenced comments please feel free to contact the Fire Protection Specialist who reviewed this project. Please have the plan review number available when calling about a specific project. When changes or revisions to the plans occur, plans are required to be submitted, reviewed, and approved.

PUBLIC WORKS DEPARTMENT
180 Vickers Drive
Milford, Delaware 19963

THE CITY of Milford DELAWARE

PHONE: 302.422.1110
FAX: 302.422.1117
www.cityofmilford.com

December 26, 2018

Ramunno & Ramunno, P.A.
903 North French Street
Wilmington, Delaware 19801-3371

(*sent via email*)

Attn: L. Vincent Ramunno, Esquire

RE: **CONTINGENT APPROVAL**
Watergate Subdivision
Construction Drawings for Final Major Subdivision Approval
Tax Parcel Number(s): 3-30-11.09-029.000, 029.03, 030.00, 031.00, 032.00

Dear Mr. Ramunno:

The City of Milford has reviewed the above-referenced plans for Final Major Subdivision Approval submitted for the proposed revisions to the Watergate Subdivision and find them to meet the City standards for approval contingent upon addressing the following minor comments. Please revise accordingly and submit five (5) signed & sealed copies of the revised sheets. The minor comments to be addressed are as follows:

COMMENT NO.	DRAWING NO.	PROJECT REVIEW COMMENTS
1	CVR–1	Correct Spelling of "Sanitary" on descriptions of Sheets SS–2 & SS–4.
2	RP–1 & S–1	Remove the Certificate of Plan Approval Signature Block.
3	S–1	Under the City Engineer Signature Block, replace Jason P. Loar, P.E. with Erik F. Retzlaff, P.E.
4	S–3, W–1, SS–1 & SS–2	There is an extra sewer lateral connection on Lot 15 that must be abandoned. Please revise drawings accordingly.
5	S–3, W–1, SS–1 & SS–2	There is an extra sewer lateral connection on Lot 17 that must be abandoned. Please revise drawings accordingly.
6	S–4, W–1, SS–1 & SS–2	In the Recreational Open Space between Lots 51 & 52 on Tabard Drive, there are 2 sewer lateral connections and water meter that are to be abandoned. Please revise drawings accordingly.
10	S–4, W–1, SS–1 & SS–2	In the Recreational Open Space between Lots 80 & 81 on Elgin Drive, there is a sewer lateral connection that is to be abandoned. Please revise drawings accordingly.
11	S–4, W–1, SS–1 & SS–2	The wrong water service and meter pit is designated for abandonment on Lot 115. The one currently shown for abandonment is the service that should be utilized for Lot 116. Please revise drawings accordingly.

COMMENT NO.	DRAWING NO.	PROJECT REVIEW COMMENTS
12	S–4, W–1, SS–1 & SS–2	There is an extra water service and meter pit on Lot 118 that must be abandoned. Please revise drawings accordingly.
13	S–4, W–1, SS–1 & SS–2	There is an extra water service and meter pit on Lot 120 that must be abandoned. Please revise drawings accordingly.
14	S–4, W–1, SS–1 & SS–2	There is an extra water service and meter pit on Lot 122 that must be abandoned. Please revise drawings accordingly.
15	S–4, W–1, SS–1 & SS–2	There is an extra water service and meter pit on Lot 124 that must be abandoned. Please revise drawings accordingly.
7	S–4, W–1, SS–1 & SS–4	There are three sewer lateral connections shown for Lots 9 & 10. One of these lateral connections must be abandoned. Please revise drawings accordingly.
8	S–4, W–1, SS–1 & SS–4	There is an extra sewer lateral connection on Lot 64 that must be abandoned. Please revise drawings accordingly.
9	S–4, W–1, SS–1 & SS–4	There is a sewer lateral connection to Lot 67 off Elgin Drive as well as Watergate Boulevard South. Only one is needed and the other is to be abandoned. Please revise drawings accordingly.
16	S–6, W–1, SS–1 & SS–3	There is a sewer lateral connection to Lot 149 off Tantara Drive as well as Watergate Boulevard North. Only one is needed and the other is to be abandoned. Please revise drawings accordingly.

Once the Final Major Subdivision Plans have been approved and signed by the City, you or your Designated Representative is required to contact the City to schedule a Pre-Construction Meeting prior to beginning any construction activities.

Should you have any questions or wish to further discuss any of the comments, please feel free to contact us.

Thank you,

Erik F. Retzlaff, P.E.
City Engineer

cc: Rob Pierce, City of Milford (*via email*)
Scott Lobdell, P.E., Van Cleef Engineering Associates, LLC. (*via email*)

PUBLIC NOTICE

Planning Commission & City Council Public Hearings
TWO FARMS, INCORPORATED
CONDITIONAL USE APPLICATION
562 & 566 South DuPont Boulevard, Milford, Delaware
Tax Parcels 1-30-3.11-003.00 & 004.00
Zoning Code 230-14(C)(14)

NOTICE IS HEREBY GIVEN the Planning Commission of the City of Milford will hold a Public Hearing on Tuesday, January 22, 2019 beginning at 7:00 p.m.

A FINAL PUBLIC HEARING beginning at 7:00 p.m. will be held before Milford City Council on Monday, January 28, 2019.

A Conditional Use application is being requested by Two Farms Incorporated (Royal Farms) at their current site located at the US Route 113 southbound and Shawnee Road Intersection. Following a thorough review, a final determination will be made by City Council and amendments may be added or removed.

Ordinance 2019-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILFORD AUTHORIZING
A CONDITIONAL USE TO ALLOW A CONVENIENCE STORE WITH GAS PUMPS

WHEREAS, the City of Milford Planning Commission has considered the conditional use application at a Public Hearing on Tuesday, January 22, 2019; and

WHEREAS, Milford City Council held a Public Hearing on Monday, January 28, 2019, to allow for public comment and further review of the ordinance and related recommendations and comments; and

WHEREAS, it is deemed in the best interest of the City of Milford to approve the conditional use at the redeveloped site, as herein described.

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

Section l. Upon the adoption of this ordinance, Two Farms Incorporated is hereby granted a Conditional Use Permit allowing a Convenience Store with Gas Pumps, in accordance with the proposed application, approved plans and any conditions set forth during the Public Hearings.

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: January 22, 2019
City Council Introduction: January 14, 2019
City Council Public Hearing: January 28, 2019
This ordinance shall take effect and be in force ten days after its adoption.

Additional information may be obtained by contacting the Planning Department at 302-424-8396 or by accessing the city website at www.cityofmilford.com.

CITY HALL
201 South Walnut Street
Milford, DE 19963
www.cityofmilford.com

THE CITY of Milford DELAWARE

PLANNING DEPARTMENT
Planning, Economic Development,
Enforcement, and Inspections Office
O 302.424.8396 | F 302.424.3559

DATA SHEET FOR TWO FARMS INC – ROYAL FARMS

Development Advisory Committee: December 19, 2018

Planning Commission Meeting: January 22, 2018

Application Number / Name	:	18-030 / Two Farms Inc - Royal Farms
Applicant	:	Two Farms, Inc. 361 Roland Avenue Baltimore, MD 21211
Owner	:	Same
Application Type	:	Conditional Use & Preliminary Site Plan
Present Comprehensive Plan Map Designation	:	Commercial
Present Zoning District	:	C-3 (Highway/Commercial District)
Present Use	:	Convenience Store with Gas Pumps
Proposed Use	:	Convenience Store with Gas Pumps
Size and Location	:	3.5 +/- acres of land located along the west side of S. Dupont Boulevard, at the northwest intersection of S. Dupont Blvd and Shawnee Road.
Tax Map & Parcel	:	1-30-3.11-003.00 & 004.00

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

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STAFF REPORT
December 27, 2018

Application Number / Name	**:**	18-030 / Two Farms Inc – Royal Farms
Present Comprehensive Plan Designation	**:**	Commercial
Present Zoning District	**:**	C-3 (Highway Commercial District)
Present Use	**:**	Convenience Store with Gas Pumps
Proposed Use	**:**	Convenience Store with Gas Pumps
Tax Map & Parcel	**:**	1-30-3.11-003.00 & 004.00
Size and Location	**:**	3.5 +/- acres of land located along the west side of S. Dupont Boulevard, at the northwest intersection of S. Dupont Blvd and Shawnee Road.

I. BACKGROUND INFORMATION:

- The applicant proposes to demolish the existing Royal Farms gas station and convenience store and redevelop the site for a new 5,293 square foot store with gas pumps.

- Chapter 230-14(C)(14) states "convenience stores with gas pumps" are a conditional use subject to special requirements set forth by City Council.

- The applicant proposes to consolidate two parcels owned by the applicant, which includes the existing site property and the vacant parcel to the north. This consolidation will allow the applicant to move the Route 113 entrance further north than the existing entrance and expand the site's parking capacity.

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:

- Chapter 197-3(A) requires the installation of sidewalk or a shared-use path along US Route 113 and Shawnee Road. The applicant agrees to add sidewalk or a shared-use path to the

final site plan submission per the attached response to plan review comments dated December 18, 2018.

- The Preliminary Site Plan meets the minimum standards to Chapter 230 Zoning and no variances are being sought as part of the application.

- The plans have been reviewed for general compliance with the City's Standard Construction Specifications. The applicant acknowledged plan review comments from the City Engineer regarding water and sewer services and agrees to address these during the Final Site Plan submission process.

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

  A. The presence of adjoining similar uses.

     The property is bound on the north and south by other commercial uses. There is an existing residential dwelling located on the parcel to the west. Parcels to the east, on the other side of Route 113, are also zoned commercial.

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

     The proposed use is only allowed by conditional use approval within the C-3 Highway Commercial zoning district.

  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 use is consistent with the land use plan for the Comprehensive Plan and involves the redevelopment of an existing site currently used as a Convenience Store with Gas Pumps.

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

     The project involves the redevelopment of an existing use. The western portion of the property contains a drainage feature with wetlands, which will not be disturbed, and will provide a natural screen from the residential dwelling to the west.

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

     The proposed use should not detract from other permitted uses in the district since the use is already existing. The revised site design provides adequate screening from adjacent non-commercial uses.

  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 state maintained principal arterial (S. Dupont Boulevard) and a minor arterial (Shawnee Road) and the applicant will be required to obtain DelDOT approval for both entrances prior to final site plan approval. The

proposed site plan intends to move the existing entrance along Route 113 further to the north, which should improve traffic flow exiting the site. The proposed site exceeds the minimum parking requirements set forth in Chapter 230. The drainage feature and wetland area on the western limits of the property serves as an adequate natural buffer and screen from the adjacent residential use.

- 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 and Sussex Conservation District;
  - Address Preliminary Site Plan and Conditional Use review comments (a copy of which is provided in the packet);
  - Applicant must obtain final approval of engineering plans from the City Engineer; and,
  - 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: Derek Sapp 302-760-2768
  Application will require approval from DelDOT prior to Final Site Plan review.

- **Delaware Health and Social Services – Division of Public Health**
  Contact: William Milliken – 302-741-8646
  No comments provided.

- **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.

- **Sussex Conservation District**
  Contact: Jessica Watson – 302-856-2105
  The District offers the following comments:

  1. The Design Consultant is required to schedule a Step One Pre-Application meeting with the Sussex Conservation District to discuss the sediment and stormwater requirements.
  2. The existing stormwater facility has not been well maintained and as-built data will be required as well as extensive maintenance in order to get the pond in good working condition. Provide documentation/pictures of the existing outfall structure, outlet conduit, riprap aprons and inflow pipes. All of the work will need to be incorporated into the sediment and stormwater plan.

- **Delaware State Fire Marshal's Office**
  Contact: Duane Fox – 302-856-5298
  See attached comments.

- **Carlisle Fire Company**
  No comments provided.

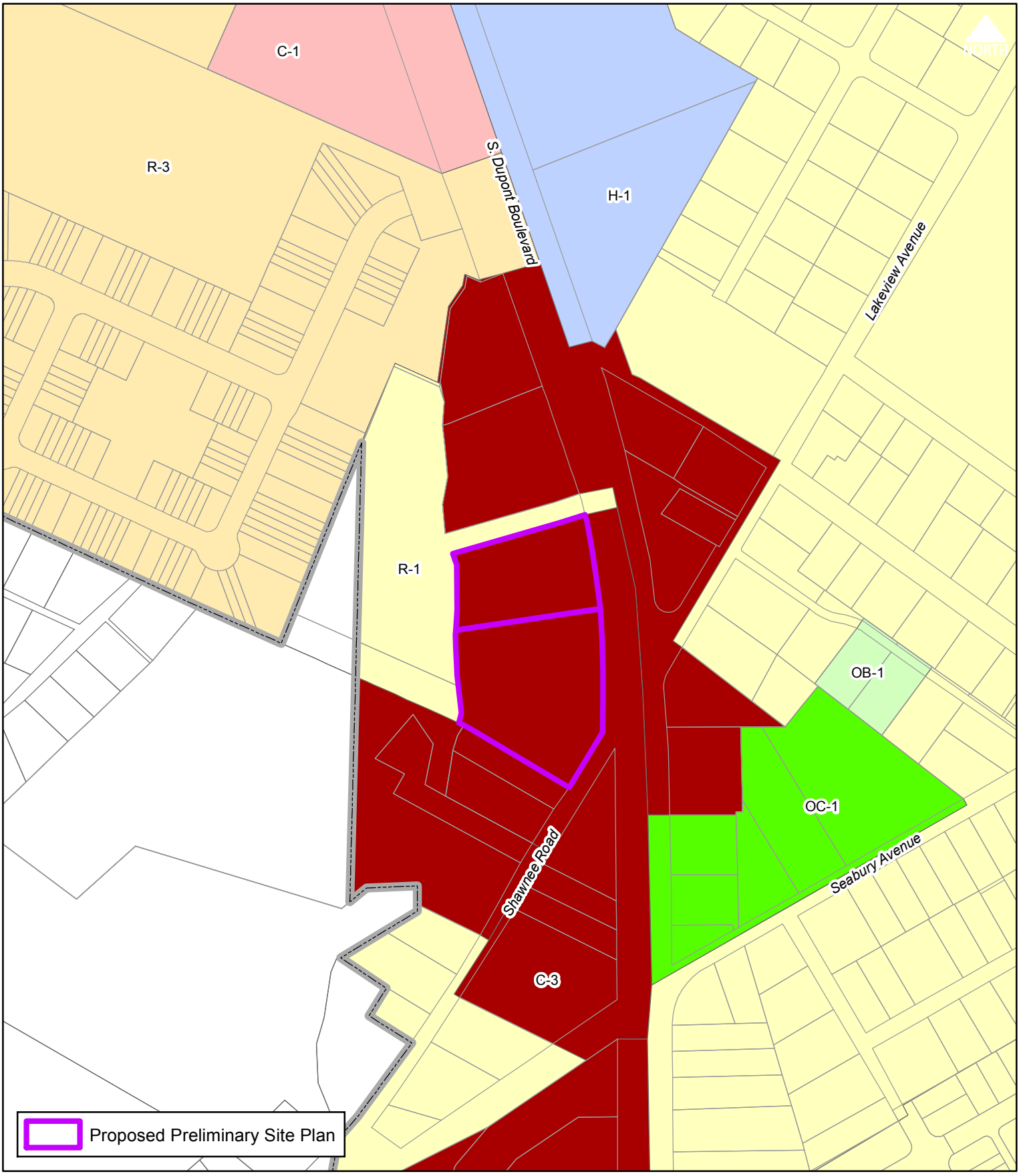
- **City Engineer**
  Contact: Erik Retzlaff, P.E. – 302-422-1110
  See attached Preliminary Site Plan review comments.

- **City of Milford Public Works Department**
  Contact: Mark Whitfield – 302-422-1110
  No comments provided.

- **City of Milford Parks and Recreation Department**
  No comments provided.

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

- **Milford School District**
  No comments provided.



THE CITY of Milford DELAWARE

Scale: 0 150 300 Feet

Drawn by: WRP

Date: 12/17/18

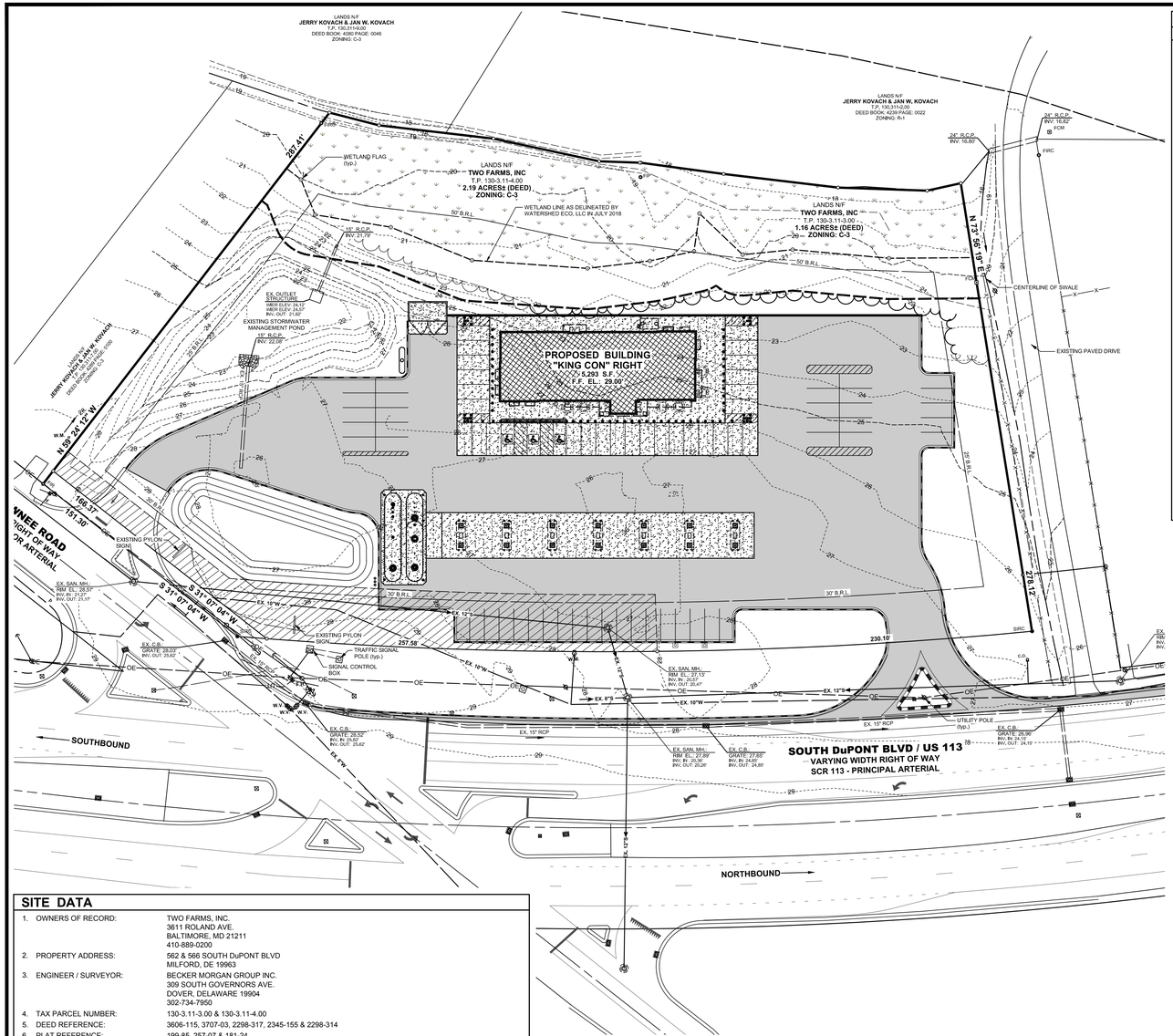
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Title:

Preliminary Conditional Use Site Plan

Two Farms Inc - Royal Farms

Location & Zoning Map



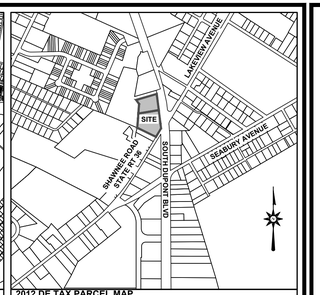
LEGEND

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.)		
SANITARY SEWER CLEANOUT		
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.)		
STORM DRAIN LINE (CMP OR RCP)		
CATCH BASIN		
UTILITY POLE W/ OVERHEAD SERVICE (TELEPHONE OR ELECTRIC OR BOTH)		
UNDERGROUND ELECTRIC	U.E.	U.E.
UNDERGROUND TELEPHONE	U.T.	U.T.
UNDERGROUND GAS MAIN	EX. 2" G	2" G
PAVEMENT TO BE REMOVED	N/A	
CONCRETE CURB & GUTTER		
CONCRETE SIDEWALK, SLAB / PAVING		
IMPERVIOUS SURFACED ROAD, DRIVE OR LOT		
INDIVIDUAL TREE OR BUSH	EVERGREEN DECIDUOUS	N/A
WIRE FENCE		
CHAIN LINK FENCE		
STOCKADE FENCE		
STRUCTURE (CONCRETE, WOOD, METAL ETC.)		
DRAINAGE DITCH OR SWALE		
EMBANKMENT SIDESLOPES (DOWN)		
CONTOUR	49	50
ELEVATION SPOT SHOT	43.55	25.15 / 25.50 T.C. / 25.00 B.C.
BENCH MARK		N/A
PROPERTY OR RIGHT-OF-WAY LINE		
CENTERLINE		
LIGHT POLE		
CONSTRUCTION NOTE	N/A	



2012 DE TAX PARCEL MAP

LOCATION MAP SCALE : 1" = 2500'



2012 DE TAX PARCEL MAP

VICINITY MAP SCALE : 1" = 1000'

GENERAL NOTES :

1. TOPOGRAPHIC AND BOUNDARY RETRACEMENT SURVEY WAS PREPARED BY BECKER MORGAN GROUP, DOVER, DE., IN JULY OF 2018. ELEVATIONS ARE BASED ON CONTROL MONUMENT NAVD 88 - Y2 WITH TIES TO OTHER NEAR BY PASSIVE NGS MONUMENTS.
2. HORIZONTAL DATUM IS BASED ON DELAWARE STATE GRID, NAD83, CONTROL MONUMENTS - DELAWARE STATE PLANE NAD 83 (2011) - CORS.
3. EXISTING UTILITIES ARE SHOWN IN ACCORDANCE WITH THE BEST AVAILABLE INFORMATION. COMPLETENESS OR CORRECTNESS THEREOF IS NOT GUARANTEED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE UTILITY COMPANIES INVOLVED IN ORDER TO SECURE THE MOST ACCURATE INFORMATION AVAILABLE AS TO UTILITY LOCATION AND ELEVATION. NO CONSTRUCTION AROUND OR ADJACENT TO UTILITIES SHALL BEGIN WITHOUT NOTIFYING THEIR OWNERS AT LEAST 48 HOURS IN ADVANCE. THE CONTRACTOR SHALL TAKE THE NECESSARY PRECAUTIONS TO PROTECT THE EXISTING UTILITIES AND MAINTAIN UNINTERRUPTED SERVICE AND ANY DAMAGE DONE TO THEM DUE TO HIS/HER NEGLIGENCE SHALL BE IMMEDIATELY AND COMPLETELY REPAIRED AT THE CONTRACTOR'S EXPENSE. TO LOCATE EXISTING UTILITIES IN THE FIELD PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL CONTACT MISS UTILITY DELMARVA (800-282-8555) A MINIMUM OF THREE (3) CONSECUTIVE WORKING DAYS PRIOR TO ANY EXCAVATION.
4. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. MATERIALS AND WORKMANSHIP SHALL MEET THE REQUIREMENTS OF THE CITY OF MILFORD STANDARD SUBDIVISION PAVEMENT DESIGN, AND ALL APPLICABLE AGENCIES HAVING JURISDICTION OVER THE PROPOSED IMPROVEMENTS.
5. USE ONLY SUITABLE AND APPROVED GRANULAR MATERIAL FOR BACK FILLING TRENCHES.
6. THE CONTRACTOR SHALL DETERMINE THE LOCATION OF ALL RIGHT-OF-WAY LINES AND PROPERTY LINES TO HIS OWN SATISFACTION. ANY DISTURBED AREAS BEYOND THE RIGHT-OF-WAY OR EASEMENT LINES SHALL BE RESTORED IMMEDIATELY TO THEIR ORIGINAL CONDITION.
7. ALL VALVE CLOSURES AND CUT-INS SHALL BE COORDINATED WITH THE CITY. CITY OFFICIALS WILL CARRY OUT ALL NECESSARY VALVE CLOSURES. CONTRACTOR SHALL COORDINATE ISOLATION OF EXISTING WATER MAINS WITH THE CITY AND NOTIFY AFFECTED RESIDENTS AT LEAST 48 HOURS PRIOR TO CUT-IN.
8. PIPELINE DETECTION TAPE SHALL BE COLOR CODED, APPROPRIATELY LABELED, AND INSTALLED 18 INCHES BELOW THE GROUND SURFACE AND DIRECTLY ABOVE ALL PROPOSED NON-METALLIC WATER MAIN, SEWER MAIN, SEWER LATERALS, AND WATER SERVICES.
9. CONDUCTIVE TRACER WIRE SHALL BE INSTALLED WITH ALL NON-METALLIC WATER PIPE AND SERVICES; AND ALONG ALL SEWER LATERALS AND FORCEMAIN. WIRE SHALL BE SECURED TO THE PIPE AND SHALL BE SECURELY BONDED TOGETHER AT ALL WIRE JOINTS WITH APPROVED WATERTIGHT CONNECTORS. TRACER WIRE SHALL BE ACCESSIBLE AT ALL VALVE BOXES, METER PITS, CLEANOUTS, AND AIR RELEASE VALVES.
10. PRIOR TO ISOLATION AND CUT-IN PROCEDURES, CONTRACTOR SHALL EXCAVATE, LOCATE, AND OBSERVE FUNCTION OF ALL EXISTING VALVES TO ASSIST IN THE SYSTEM ISOLATION.
11. SHOP DRAWINGS FOR ANY ITEM(S) WHICH WILL EVENTUALLY BE TAKEN OVER BY THE CITY SHALL BE SUBMITTED TO THE CITY FOR REVIEW AND APPROVAL PRIOR TO THE INSTALLATION OF THE ITEM(S).
12. ALL SANITARY SEWER MAINS AND FORCEMAINS SHALL HAVE A MINIMUM COVER OF 36 INCHES AND ALL WATER MAINS SHALL HAVE A MINIMUM COVER OF 42 INCHES AS MEASURED FROM THE TOP OF PIPE TO PROPOSED GRADE. SEWER LATERALS SHALL HAVE A MINIMUM DIAMETER OF SIX (6) INCHES AND HAVE A MINIMUM COVER OF 36 INCHES.
13. THERE SHALL BE A MINIMUM HORIZONTAL SEPARATION BETWEEN WATER MAINS AND SANITARY SEWER MAINS AND FORCEMAINS OF 10 FEET, AS MEASURED FROM EDGE OF PIPE TO EDGE OF PIPE. THERE SHALL BE A MINIMUM VERTICAL SEPARATION OF 18 INCHES BETWEEN WATER MAINS AND SANITARY SEWER MAINS OR FORCEMAINS AT CROSSINGS. ONE FULL LENGTH OF WATER PIPE SHALL BE LOCATED SO THAT BOTH JOINTS WILL BE AS FAR FROM THE SEWER AS POSSIBLE AT CROSSINGS.
14. THERE SHALL BE A MINIMUM VERTICAL SEPARATION OF 12 INCHES BETWEEN ANY STORM DRAIN PIPE AND ANY WATER MAIN OR SEWER MAIN. IF 12 INCHES CANNOT BE MAINTAINED, A MINIMUM OF SIX (6) INCHES IS REQUIRED AND PROVISIONS SHALL BE MADE ACCEPTABLE TO THE CITY OF MILFORD FOR PROPERLY ENCASING THE PIPE IN CONCRETE.
15. SITE IS WITHIN ZONE "X", AREA OF MINIMAL FLOOD HAZARD, PER FEMA PANELS 10005C0039J DATED 1/6/2005 (100 YEAR FLOOD PLAIN NOT PRESENT).
16. ALL ROADWAYS ARE TO BE SWEPT FREE OF SEDIMENT ON A DAILY BASIS.
17. THE CONTRACTOR SHALL REMOVE AND IMMEDIATELY REPLACE, RELOCATE, RESET OR RECONSTRUCT ALL OBSTRUCTIONS IN THE WORK AREA, INCLUDING, BUT NOT LIMITED TO, MAILBOXES, SIGNS, LANDSCAPING, LIGHTING, PLANTERS, CULVERTS, DRIVEWAYS, PARKING AREAS, CURBS, GUTTERS, FENCES, OR OTHER NATURAL OR MAN-MADE OBSTRUCTIONS. TRAFFIC CONTROL REGULATORY, WARNING AND INFORMATIONAL SIGNS SHALL REMAIN FUNCTIONAL AND VISIBLE TO THE APPROPRIATE LANES OF TRAFFIC AT ALL TIMES, WITH THEIR RELOCATION KEPT TO A MINIMUM DISTANCE. THE COST SHALL BE INCLUDED IN THE COST OF ITEMS BID.
18. IT IS THE CONTRACTOR'S RESPONSIBILITY TO INSURE THAT PAVING IS INSTALLED TO THE ELEVATIONS SHOWN AND THAT NO PONDING OF WATER WILL OCCUR AFTER PAVING IS COMPLETE.
19. THE STORM DRAINAGE SYSTEM HAS BEEN DESIGNED USING THE CRITERIA OF THE STATE OF DELAWARE DEPARTMENT OF TRANSPORTATION DEVELOPMENT COORDINATION MANUAL, LATEST EDITION.
20. ALL FIRE LANES, FIRE HYDRANTS, EXITS, AND STANDPIPES WILL BE MARKED IN ACCORDANCE WITH STATE FIRE PREVENTION REGULATIONS.
21. DELAWARE REGULATIONS PROHIBIT THE BURIAL OF CONSTRUCTION DEMOLITION DEBRIS, INCLUDING TREES AND STUMPS ON CONSTRUCTION SITES. ANY SOLID WASTE FOUND DURING THE EXCAVATION FOR STRUCTURES AND UTILITY LINES ON AND OFF SITE MUST BE REMOVED AND PROPERLY DISCARDED. ANY REMEDIAL ACTION REQUIRED IS THE RESPONSIBILITY OF THE OWNER.
22. DRAWINGS DO NOT INCLUDE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY. ALL CONSTRUCTION MUST BE DONE IN COMPLIANCE WITH THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970, AS AMENDED AND ALL RULES AND REGULATIONS THERETO APPURTENANT.
23. CONTRACTOR SHALL GRADE, TOPSOIL, SEED AND MULCH ALL DISTURBED AREAS OF CONSTRUCTION, INCLUDING PIPE INSTALLATION OR DITCH CONSTRUCTION. EROSION CONTROL MATTING SHALL BE PROVIDED ON ALL SLOPES GREATER THAN 3:1.
24. A PROFESSIONAL SURVEYOR LICENSED IN THE STATE OF DELAWARE SHALL BE RESPONSIBLE FOR PERMANENTLY RE-ESTABLISHING ANY PROPERTY MARKERS OR MONUMENTS DISTURBED DURING CONSTRUCTION. A SURVEY AND METES AND BOUNDS THAT INCLUDES THE RE-ESTABLISHED MARKER(S) OR MONUMENT(S) SHALL BE PRESENTED TO THE PROPERTY OWNER FOR COMPARISON WITH THE ORIGINAL PLAT, FOR VERIFICATION.
25. THE DEVELOPER WILL BE RESPONSIBLE FOR THE SHORT TERM (DURING CONSTRUCTION) MAINTENANCE OF THE STORMWATER MANAGEMENT AND STORM SEWER SYSTEMS.
26. THE DEVELOPER WILL BE RESPONSIBLE FOR THE LONG TERM (AFTER FINAL ACCEPTANCE BY THE CITY) MAINTENANCE OF THE STORMWATER MANAGEMENT LAND AND STORM SEWER SYSTEMS.
27. THE CITY OF MILFORD WILL ASSUME OWNERSHIP AND MAINTENANCE RESPONSIBILITY OF WATER AND SEWER PIPES AND APPURTENANCES INSTALLED WITHIN CITY RIGHT-OF-WAY, AND EASEMENTS DEDICATED TO THE CITY; AND, ALL STORM SEWER PIPES AND CATCH BASINS FULLY WITHIN CITY RIGHT-OF-WAY, AFTER ALL ITEMS HAVE PASSED CITY INSPECTION; AFTER THE CITY HAS RECEIVED AND APPROVED DIGITAL AND HARD COPIES OF THE RECORD DRAWINGS; AFTER THE RIGHTS-OF-WAY HAVE BEEN DEEDED TO THE CITY; AND AFTER ALL THE WATER, SEWER, AND STORM SEWER ITEMS HAVE BEEN TRANSFERRED TO THE CITY BY BILL OF SALE.
28. SEWER AND WATER CAPACITY ARE NOT GUARANTEED UNTIL BUILDING PERMITS ARE ISSUED, ALL FEES ARE PAID, AND SUITABLE UTILITIES ARE IN PLACE FOR PROPER CONVEYANCE, TREATMENT, AND DISPOSAL.
29. PRELIMINARY APPROVAL FROM PLANNING COMMISSION SHALL BE VOID AFTER ONE (1) YEAR, UNLESS AN EXTENSION IS REQUESTED BY THE OWNER AND APPROVED FOR GOOD CAUSE BY THE PLANNING COMMISSION PRIOR TO THE DATE OF EXPIRATION.
30. 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.
31. FINAL APPROVAL FROM THE CITY SHALL BECOME VOID IF THE FINAL RECORD PLAT IS NOT RECORDED WITHIN 90 DAYS OF THE DATE OF PLANNING COMMISSION'S GRANTING OF FINAL APPROVAL. IF CONSTRUCTION OF THE APPROVED IMPROVEMENTS IS NOT SUBSTANTIALLY UNDERTAKEN WITHIN ONE (1) YEAR OF FINAL SITE PLAN APPROVAL, THE SITE PLAN APPROVAL SHALL BE VOID. THE APPLICANT MAY REQUEST A ONE (1) YEAR EXTENSION FROM THE PLANNING COMMISSION FOR GOOD CAUSE.
32. THE APPLICANT IS RESPONSIBLE TO ENSURE THAT ALL CITY AND/OR AGENCY CONSTRUCTION PERMIT APPLICATIONS HAVE BEEN COMPLETED, SUBMITTED, AND ALL APPLICABLE FEES HAVE BEEN PAID PRIOR TO COMMENCING CONSTRUCTION. THE CITY SHALL NOT BE HELD RESPONSIBLE FOR AN ANTICIPATED CONSTRUCTION START DATE THAT IS NOT MET DUE TO THE APPLICANT OR HIS/HER CONTRACTOR NOT HAVING MET THE CONSTRUCTION PERMITTING REQUIREMENTS.
33. AS A CONDITION OF THE APPROVAL OF THE CONSTRUCTION DRAWINGS, AND PRIOR TO THE START OF CONSTRUCTION, THE APPLICANT MAY BE REQUIRED TO ENTER INTO A FORMAL PUBLIC WORKS AGREEMENT WITH THE CITY AND TO POST A COMPLETION GUARANTY FOR ANY IMPROVEMENTS WHICH WILL EVENTUALLY BE TAKEN OVER BY THE CITY. THE GUARANTY SHALL BE IN AN AMOUNT EQUAL TO 150□ OF THE COST OF THE IMPROVEMENTS AS ESTIMATED OR APPROVED BY THE CITY ENGINEER. THE GUARANTY SHALL BE IN THE FORM OF A BOND OR FUNDS DEPOSITED IN AN ESCROW ACCOUNT. THE PUBLIC WORKS AGREEMENT AND THE GUARANTY SHALL BE REVIEWED AND APPROVED BY THE CITY SOLICITOR. THE COMPLETION GUARANTEE SHALL NOT BE RELEASED UNTIL A MAINTENANCE BOND IN THE AMOUNT OF 10□ OF THE IMPROVEMENTS HAS BEEN SUBMITTED.
34. A MAINTENANCE BOND IN THE AMOUNT OF 10□□□ OF THE AMOUNT OF THE COMPLETION GUARANTY PRIOR TO FINAL ACCEPTANCE OF THE IMPROVEMENTS AND RELEASE OF THE COMPLETION GUARANTY. THE MAINTENANCE PERIOD SHALL BE A MINIMUM OF ONE YEAR. AN AGREEMENT REVIEWED AND APPROVED BY THE CITY SOLICITOR SHALL ACCOMPANY THE BOND AND SHALL DESCRIBE THE TERMS OF THE BOND.
35. UPON COMPLETION AND PRIOR TO THE RELEASE OF THE DEVELOPER'S COMPLETION GUARANTEE, THE DEVELOPER SHALL PROVIDE THE TOWN ENGINEER A DRAFT PAPER SET OF DETAILED RECORD PLANS (PLAN VIEW AND PROFILE SHEETS). RECORD PLAN INFORMATION SHALL INCLUDE SURVEYED AS-BUILT ELEVATIONS AND HORIZONTAL LOCATIONS OF ALL PROPERTY MONUMENTS/MARKERS; SEWER MANHOLE RIMS, PIPES SIZES & INVERTS' PUMP STATIONS' FORCE MAINS (INVERTS EVERY 50 FEET), CLEANOUTS, AIR RELEASE VALVES, AND GREASE TRAPS; ALL WATER VALVES, HYDRANTS, VAULTS, METER PITS, AND CURB STOPS; ALL STORM SEWER CATCH BASINS, MANHOLE RIMS, PIPE SIZES & INVERTS, AND ANY OTHER ITEM WHICH WILL BE TAKEN OVER BY THE TOWN. RECORD INFORMATION SHALL BE PLACED ON THE APPROPRIATE APPROVED DRAWINGS. ORIGINAL DESIGN ELEVATION AND/OR DISTANCE INFORMATION SHALL BE STRUCK THROUGH WITH A FINE LINE AND THE RECORD INFORMATION SHALL BE INSERTED NEXT TO IT. WHEN THE DRAFT SET OF DRAWINGS HAS BEEN APPROVED BY THE CITY, THREE (3) FINAL PAPER COPIES SHALL BE SUBMITTED, SIGNED AND SEALED BY THE OWNER'S ENGINEER. A CD SHALL ALSO BE PROVIDED WITH DIGITAL RECORD INFORMATION IN AUTOCAD FORMAT (VERSION 2010 OR LATER). THE DIGITAL INFORMATION SHALL BE ON DELAWARE STATE PLANE, NAD 83 HORIZONTAL CONTROL AND NAVD88 VERTICAL CONTROL.
36. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER A MINIMUM OF TWO WEEKS PRIOR TO THE START OF CONSTRUCTION AND SCHEDULE A PRE-CONSTRUCTION MEETING. THE SITE CONTRACTOR AND THE OWNER, OR HIS/HER REPRESENTATIVE SHALL BE IN ATTENDANCE.
37. WETLANDS SHOWN HEREON WERE FIELD LOCATED BY BECKER MORGAN GROUP, AS DELINEATED BY WATERSHED ECO, LLC IN JULY 2018.

SITE DATA

1. OWNERS OF RECORD:	TWO FARMS, INC. 3611 ROLAND AVE. BALTIMORE, MD 21211 410-889-0200	
2. PROPERTY ADDRESS:	562 & 566 SOUTH DuPONT BLVD MILFORD, DE 19963	
3. ENGINEER / SURVEYOR:	BECKER MORGAN GROUP INC. 309 SOUTH GOVERNORS AVE. DOVER, DELAWARE 19904 302-734-7950	
4. TAX PARCEL NUMBER:	130-3.11-3.00 & 130-3.11-4.00	
5. DEED REFERENCE:	3606-115, 3707-03, 2298-317, 2345-155 & 2298-314	
6. PLAT REFERENCE:	199-85, 257-07 & 181-24	
7. PARCEL AREA:	P-3.00: P-4.00: AS SURVEYED:	1.16 ACRES± (DEED) 2.19 ACRES± (DEED) 3.50 ACRES±
8. PRESENT USE:	GAS STATION RETAIL	
9. PROPOSED USE:	GAS STATION RETAIL	
10. ZONING CLASSIFICATION:	EXISTING: PROPOSED:	C3 - HIGHWAY COMMERCIAL DISTRICT C3 - HIGHWAY COMMERCIAL DISTRICT
11. IMPERVIOUS COVERAGE:	EXISTING: PROPOSED:	□□(□□ ACRES) 74,774 S.F. (1.72 ACRES)
12. PARKING CALCULATIONS:	C3 - CONVENIENCE STORE WITH GAS PUMPS (1 PER 200 S.F. OF G.F.A. PLUS 1 PER 2 EMPLOYEES)	
	REQUIRED: PROVIDED: HANDICAP SPACES:	(5,293 S.F./ 200 S.F.) □ (10 EMPLOYEES/ 2) □ 32 SPACES 76 SPACES 3 SPACES
13. SETBACKS:	C3 - HIGHWAY COMMERCIAL DISTRICT	
	FRONT YARD: SIDE YARD: REAR YARD:	30 FEET 50 FEET AGGREGATE / 20 FEET MIN 50 FEET
14. BULK REQUIREMENTS:	C3 - HIGHWAY COMMERCIAL DISTRICT	PROPOSED
	MINIMUM LOT AREA: BUILDING HEIGHT: IMPERVIOUS COVERAGE: MINIMUM LOT WIDTH:	1 ACRE 35 FEET 80□ MAX 150 FEET (170 FOR CORNER LOT)	3.5 ACRES 29 FEET 4 INCHES 50□ 480 FEET
15. ROAD CLASSIFICATIONS:	SOUTH DuPONT BLVD - MAINTENANCE RD □113 - PRINCIPAL ARTERIAL (50 M.P.H.) SHAWNEE ROAD - MAINTENANCE RD □36 - MINOR ARTERIAL (35 M.P.H.)	
16. SURVEY DATUM:	NGS MONUMENTS VERTICAL: HORIZONTAL:	NAVD 88 - Y2 NAD 83 (2011) - CORS
17. MONUMENTATION:	5 FOUND / 2 SET	
18. SURVEY UNIT:	LINEAR: US SURVEY FOOT ANGULAR: DEGREES MINUTES SECONDS (DMS) COORDINATE: GROUND	
19. UTILITIES:	SOURCE OF WATER: SOURCE OF SEWER: SOURCE OF GAS SOURCE OF ELECTRIC:	CITY OF MILFORD CITY OF MILFORD CHESAPEAKE UTILITIES DELMARVA POWER
20. NUMBER OF EDU'S:	TBD	
21. PRESENCE OF WETLANDS:	SEE GENERAL NOTE NUMBER 37	
22. 100-YEAR FLOOD PLAIN:	100-YEAR FLOOD PLAIN NOT PRESENT. FOR DETAILS SEE GENERAL NOTE 15.	
23. SOURCE WATER PROTECTION:	SITE NOT LOCATED WITHIN A WELLHEAD PROTECTION AREA OR RECHARGE AREA.	

SHEET INDEX

C-001	COVER SHEET AND OVERALL LAYOUT
C-101	EXISTING CONDITIONS AND DEMOLITION PLAN
C-201	SITE PLAN
L-101	PROPOSED LANDSCAPE PLAN

WETLAND CERTIFICATION

THIS PROPERTY, TAX MAP □ **130-3.11- 3.00 & 130-3.11- 4.00**, HAS BEEN EXAMINED BY WATERSHED ECO, LLC FOR THE PRESENCE OF SUBAQUEOUS LANDS AND STATE REGULATED WETLANDS AS ESTABLISHED BY THE REVIEWING AGENCIES IN THE FORM OF MANUALS, POLICIES AND PROCEDURES IN PLACE AT THE TIME THAT THE INVESTIGATION WAS CONDUCTED. THE WETLAND INFORMATION CONTAINED IN THIS PLAN SET IS IN ACCORDANCE WITH THIS CRITERIA.

DATE

CITY ENGINEERS APPROVAL

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

ERIK RETZLAFF, P.E. — DATE

ENGINEERS CERTIFICATION

I, J. MICHAEL RIEMANN, 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.

J. MICHAEL RIEMANN — P.E. NO. 13772 — DATE

CITY OF MILFORD APPROVAL

CITY MANAGER: ERIC NORENBERG — DATE

OWNERS CERTIFICATION

WE, TWO FARMS, INC, 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

BECKER MORGAN GROUP

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PROJECT TITLE

ROYAL FARMS STORE # 51

566 S. DUPONT BLVD.
CITY OF MILFORD
SUSSEX COUNTY, DELAWARE

SHEET TITLE

COVER SHEET & OVERALL LAYOUT

0 20 40 80

SCALE : 1" = 40'

ISSUE BLOCK

MARK	DATE	DESCRIPTION

LAYER STATE: C-001

PROJECT NO.: 2018062.00
DATE: 12/06/18
SCALE: 1" = 40'
DRAWN BY: J.D.K. | PROJ. MGR.: R.P.H.

SHEET

C-001

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LANDS N/F
JERRY KOVACH & JAN W. KOVACH
T.P. 130.311-9.00
DEED BOOK: 4080 PAGE: 0046
ZONING: C-3

LANDS N/F
JERRY KOVACH & JAN W. KOVACH
T.P. 130.311-2.00
DEED BOOK: 4239 PAGE: 0022
ZONING: R-1

BY AND WITH CENTERLINE OF DITCH
AS FIELD LOCATED BY BECKER MORGAN
GROUP IN AUGUST 2018

LANDS N/F
TWO FARMS, INC
T.P. 130-3.11-4.00
2.19 ACRES± (DEED)
ZONING: C-3

LANDS N/F
TWO FARMS, INC
T.P. 130-3.11-3.00
1.16 ACRES± (DEED)
ZONING: C-3

WETLAND LINE AS DELINEATED BY
WATERSHED ECO, LLC IN JULY 2018

WETLAND FLAG
(typ.)

LANDS N/F
JERRY KOVACH & JAN W. KOVACH
T.P. 130.311-9.00
DEED BOOK: 4080 PAGE: 0106
ZONING: C-3

SHAWNEE ROAD
60 FEET RIGHT OF WAY
SCR 36 - MINOR ARTERIAL

SOUTH DuPONT BLVD / US 113
VARYING WIDTH RIGHT OF WAY
SCR 113 - PRINCIPAL ARTERIAL

SOUTHBOUND

NORTHBOUND

EXISTING COMMERCIAL BUILDING
3,215 SQ. FT.±
F.F.E = 28.2

EXISTING STORMWATER MANAGEMENT POND

EX. OUTLET STRUCTURE
WIER ELEV: 24.12'
WIER ELEV: 24.57'
INV. OUT: 21.92'

EXISTING RIP-RAP
(TO BE REMOVED)

EXISTING SHED
(TO BE REMOVED)

EXISTING SIDEWALK
(TO BE REMOVED)

EXISTING CANOPY

EXISTING PAVED DRIVE

EXISTING WOODS

PROPERTY LINE
PER PLAT 181-24

CENTERLINE OF SWALE

BOLLARD
(typ.)

ELECTRIC
TRANS.

AIR PUMP & VACUUM

EXISTING PYLON
SIGN

EXISTING PYLON
SIGN

ASPHALT
PARKING AREA

LIGHT POLE
(typ.)

TRAFFIC SIGNAL
POLE (typ.)

SIGNAL CONTROL
BOX

UTILITY POLE
(typ.)

BENCH MARK:
SET IRON ROD WITH CAP
ELEVATION: 28.07' NAVD88 - Y2
N: 328603.0649' NAD 83 (2011) DSP
E: 649513.4163' NAD 83 (2011) DSP

EX. SAN. MH.:
RIM EL.: 28.53'
INV. IN : 21.27'
INV. OUT: 21.17'

EX. C.B.:
GRATE: 28.03'
INV. OUT: 25.62'

EX. C.B.:
GRATE: 28.52'
INV. IN: 25.62'
INV. OUT: 25.62'

EX. SAN. MH.:
RIM EL.: 27.13'
INV. IN : 20.57'
INV. OUT: 20.47'

EX. SAN. MH.:
RIM EL.: 27.89'
INV. IN : 20.36'
INV. OUT: 20.26'

EX. C.B.:
GRATE: 27.65'
INV. IN: 24.85'
INV. OUT: 24.85'

EX. C.B.:
GRATE: 26.96'
INV. IN: 24.15'
INV. OUT: 24.15'

EX. SAN. MH.:
RIM EL.: 27.32'
INV. IN : 21.15'
INV. OUT: 21.05'

EX. C.B.:
GRATE: 25.73'
INV. OUT: 23.58'

EX. C.B.:
GRATE: 25.50'
INV. IN: 22.05'
INV. OUT: 22.05'

24" R.C.P.
INV: 16.82'

24" R.C.P.
INV: 16.80'

15" R.C.P.
INV: 21.79'

15" R.C.P.
INV: 22.08'

EX. 15" RCP

EX. 10"W

EX. 12"S

EX. 8"S

EX. 8"W

W.M.

W.V.

F.H.

FIP

FIRC

FCM

SIRC

C.O.

UE

UT

OE

25' B.R.L.

30' B.R.L.

50' B.R.L.

R-1

R-2

R-3

R-4

295.25'

278.12'

230.10'

257.58'

151.30'

168.37'

N 59° 24' 12" W

S 31° 07' 04" W

N 80° 55' 55" E

N 73° 56' 10" E

DEMOLITION CONSTRUCTION NOTES

R-1	DEMOLISH THE EXISTING BUILDING AND CANOPY PER THE OWNER REQUIREMENTS IN ACCORDANCE WITH ALL PERMIT SPECIFICATIONS AND REQUIREMENTS.
R-2	REMOVE EXISTING CONCRETE / BITUMINOUS PAVEMENT (TYP.).
R-3	REMOVE EXISTING CURB (TYP.).
R-4	REMOVE EXISTING BRUSH / TREES (ONLY REMOVE TREES NECESSARY FOR CONSTRUCTION).

LEGEND

ITEM	EXISTING	ITEM	EXISTING
CONCRETE CURB & GUTTER		SANITARY GRAVITY SEWER LINE, SIZE & FLOW DIRECTION	EX. 10"S
CONCRETE SIDEWALK, SLAB / PAVING		SANITARY SEWER FORCE MAIN, SIZE & FLOW DIRECTION	EX. 10" F.M.
IMPERVIOUS SURFACED ROAD, DRIVE OR LOT		SANITARY SEWER MANHOLE (S.M.H.)	
INDIVIDUAL TREE OR BUSH	EVERGREEN DECIDUOUS	SANITARY SEWER CLEANOUT	
WIRE FENCE		WATER MAIN & SIZE	EX. 10" W
CHAINLINK FENCE		FIRE HYDRANT	F.H.
STOCKADE FENCE		WATER VALVE (W.V.) OR METER (W.M.)	W.M. W.V.
STRUCTURE (CONCRETE, WOOD, METAL, ETC.)		STORM DRAIN MANHOLE (S.D.M.H.)	
DRAINAGE DITCH OR SWALE		STORM DRAIN LINE (CMP OR RCP)	
EMBANKMENT SIDESLOPES (DOWN)		CATCH BASIN	
CONTOUR	49	UTILITY POLE W/ OVERHEAD SERVICE (TELEPHONE OR ELECTRIC OR BOTH)	
ELEVATION SPOT SHOT	43.55	UNDERGROUND ELECTRIC	U.E.
BENCH MARK		UNDERGROUND TELEPHONE	U.T.
PROPERTY OR RIGHT-OF-WAY LINE		UNDERGROUND GAS MAIN	EX. 2" G
CENTERLINE		FLOODPLAIN LINE	FP
LIGHT POLE			
CONSTRUCTION NOTE	N/A		

BECKER MORGAN GROUP

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PROJECT TITLE

ROYAL FARMS STORE # 51

566 S. DUPONT BLVD.
CITY OF MILFORD
SUSSEX COUNTY, DELAWARE

SHEET TITLE

EXISTING CONDITIONS AND DEMOLITION PLAN

0 15 30 60

SCALE : 1" = 30'

ISSUE BLOCK

MARK	DATE	DESCRIPTION

LAYER STATE: C-101

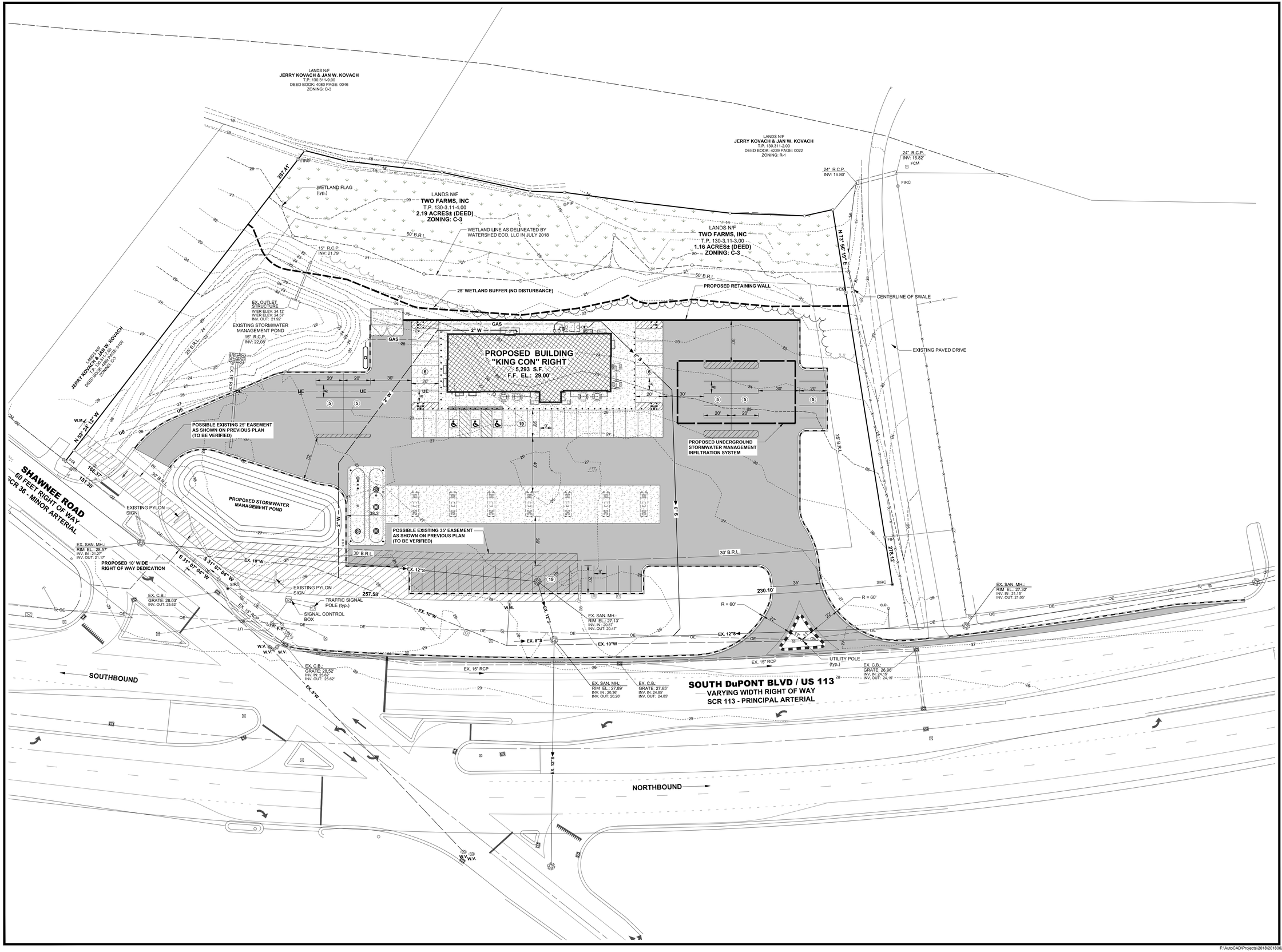
PROJECT NO.:	**2018062.00**
DATE:	**12/06/18**
SCALE:	**1" = 30'**
DRAWN BY: **J.D.K.**	PROJ. MGR.: **R.P.H.**

SHEET

C-101

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PROJECT TITLE

ROYAL FARMS STORE # 51

566 S. DUPONT BLVD.
CITY OF MILFORD
SUSSEX COUNTY, DELAWARE

SHEET TITLE

SITE PLAN

0 15 30 60

SCALE : 1" = 30'

ISSUE BLOCK		
MARK	DATE	DESCRIPTION

LAYER/STATE: C-201

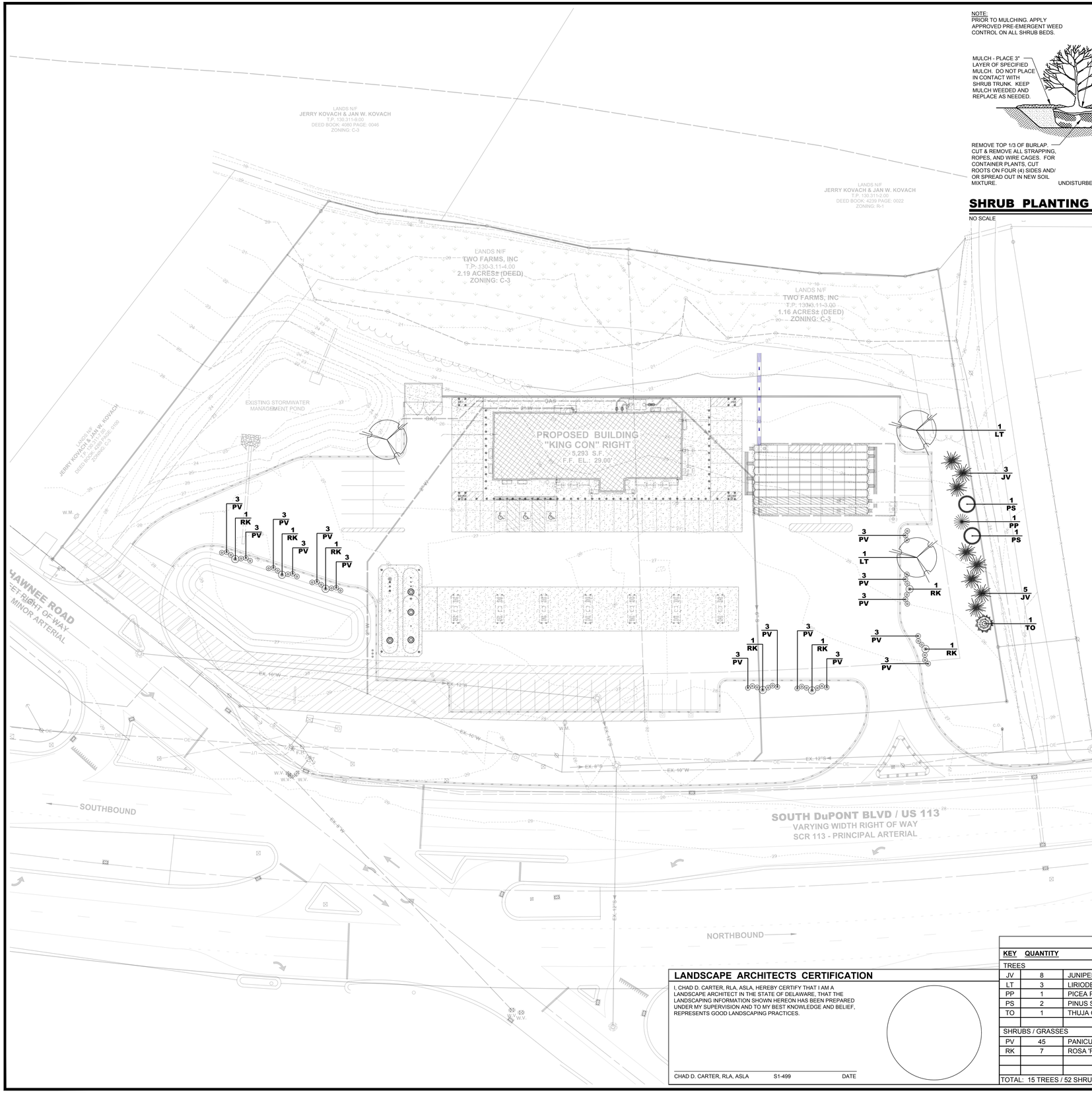
PROJECT NO.:	2018062.00
DATE:	12/06/18
SCALE:	1" = 30'
DRAWN BY: J.D.K.	PROJ. MGR.: R.P.H.

SHEET

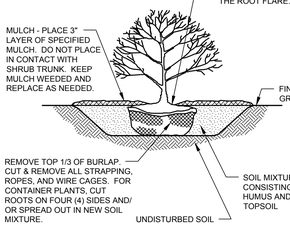
C-201

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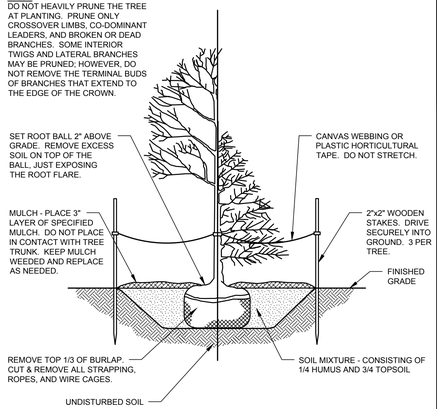
NOTE:
PRIOR TO MULCHING, APPLY APPROVED PRE-EMERGENT WEED CONTROL ON ALL SHRUB BEDS.



SHRUB PLANTING DETAIL

NO SCALE BMG NO. : L-03

NOTE:
DO NOT HEAVILY PRUNE THE TREE AT PLANTING. PRUNE ONLY CROSSOVER LIMBS, CO-DOMINANT LEADERS, AND BROKEN OR DEAD BRANCHES. SOME INTERIOR TWIGS AND LATERAL BRANCHES MAY BE PRUNED; HOWEVER, DO NOT REMOVE THE TERMINAL BUDS OF BRANCHES THAT EXTEND TO THE EDGE OF THE CROWN.



TREE PLANTING DETAIL

NO SCALE BMG NO. : L-01

LANDSCAPING REQUIREMENTS:

1. 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, R-3 AND R-8 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.

   12 EVERGREEN TREES PROVIDED ALONG NORTHERN PROPERTY LINE ADJOINING R-1 LOT. REMAINDER OF LOT ADJACENCY WILL HAVE EXISTING WOODED BUFFER INTACT MEETING BUFFER REQUIREMENT.

GENERAL LANDSCAPE NOTES :

1. 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.

   ALL DECIDUOUS SHADE TREES SHALL BRANCH A MINIMUM OF 7'-0" ABOVE GROUND LEVEL. TREES SHALL BE PLANTED AND STAKED IN ACCORDANCE WITH THE DETAIL SHOWN.

   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 CALLUSED 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.

2. 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.

   MULCH FOR PLANTING BEDS SHALL BE SHREDDED HARDWOOD BARK MULCH UNLESS OTHERWISE SPECIFIED ON THE PLANS AND SHALL HAVE NO LEAVES, YOUNG GREEN GROWTH, BRANCHES, TWIGS, GREATER IN DIAMETER OF ½", WEEDS, SHAVINGS OR FOREIGN MATERIAL SUCH AS STONES, ETC. SHALL BE MIXED WITH THE MULCH. ALL SHRUB MASSES SHALL BE PLANTED IN CONTINUOUS MULCHED 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.

3. ALL AREAS NOT STABILIZED IN PAVING OR PLANT MATERIALS SHOULD BE SEEDED AND MULCHED. (SEE EROSION & SEDIMENT CONTROL PLAN AND NOTES.)

4. LANDSCAPE BEDS NOT DEFINED BY CURBS, SIDEWALKS, WALLS OR OTHER STRUCTURES SHALL BE ENCLOSED BY ALUMINUM EDGING UNLESS OTHERWISE INDICATED.

5. AREAS DISTURBED BY LANDSCAPE OPERATIONS SHALL BE GRADED TO MATCH EXISTING TOPSOIL AND SEED OR SOD AS REQUIRED.

6. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES AND MAY MAKE MINOR ADJUSTMENTS IN SPACING AND/OR LOCATION OF PLANT MATERIALS. CONTACTOR TO VERIFY "AS BUILT" LOCATION OF ALL UTILITIES.

7. NO PLANT, EXCEPT GROUNDCOVERS, SHALL BE WITHIN THREE (3) FEET FROM SIDEWALKS.

8. NO TREE SHALL BE PLANTED CLOSER THAN TEN (10) FEET FROM ANY STRUCTURE OR BUILDING.

9. NO TREE SHALL BE PLANTED WITHIN TEN (10) FEET OF UNDERGROUND UTILITIES OR FIRE HYDRANTS.

10. ONLY TREES THAT REACH A HEIGHT AND SIZE AT MATURITY OF SMALL TO MEDIUM SHALL BE PLANTED UNDER POWER LINES.

11. 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.

12. TREES TO REMAIN ON-SITE SHALL BE PROTECTED WITH SNOW FENCE DURING CONSTRUCTION (SEE DETAIL). SNOW FENCING TO BE MAINTAINED DURING CONSTRUCTION BY CONTRACTOR.

13. THE PLANTING PLAN SHALL TAKE PRECEDENCE OVER THE PLANT SCHEDULE SHOULD ANY PLANT QUANTITY DISCREPANCIES OCCUR.

14. NO SUBSTITUTIONS SHALL BE MADE WITHOUT APPROVAL OF THE OWNER AND/ OR THE LANDSCAPE ARCHITECT.

15. ALL NEW TREES SHALL BE GUARANTEED TO SURVIVE FOR ONE FULL YEAR AFTER INSTALLATION (FULL COST). ALL STAKES AND GUYS SHALL BE REMOVED FROM TREES AND SITE AS EARLY AS THREE (3) MONTHS, BUT NO LONGER THAN ONE (1) YEAR AFTER PLANTING.

LANDSCAPE ARCHITECTS CERTIFICATION

I, CHAD D. CARTER, RLA, ASLA, HEREBY CERTIFY THAT I AM A LANDSCAPE ARCHITECT IN THE STATE OF DELAWARE, THAT THE LANDSCAPING INFORMATION SHOWN HEREON HAS BEEN PREPARED UNDER MY SUPERVISION AND TO MY BEST KNOWLEDGE AND BELIEF, REPRESENTS GOOD LANDSCAPING PRACTICES.

CHAD D. CARTER, RLA, ASLA S1-499 DATE

PLANT LIST

KEY	QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	REMARKS
TREES						
JV	8	JUNIPERUS VIRGINIANA	EASTERN RED CEDAR	6-8'	B&B	
LT	3	LIRIODENDRON TULIPIFERA	TULIP TREE	2" CAL.	B&B	
PP	1	PICEA PUNGENS 'KOSTER'	COLORADO BLUE SPRUCE	6-8'	B&B	
PS	2	PINUS STROBUS	EASTERN WHITE PINE	6-8'	B&B	
TO	1	THUJA OCCIDENTALIS	EASTERN ARBORVITAE	6-8'	B&B	
SHRUBS / GRASSES						
PV	45	PANICUM VIRGATUM 'NORTHWIND'	NORTHWIND FOUNTAIN GRASS	3 GAL.	CONT.	
RK	7	ROSA 'RADTKO	DOUBLE KNOCKOUT ROSE	3 GAL.	CONT.	
TOTAL: 15 TREES / 52 SHRUBS						

BECKER MORGAN GROUP

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ENGINEERING

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

www.beckermorgan.com

PROJECT TITLE

ROYAL FARMS STORE # 51

566 S. DUPONT BLVD.
CITY OF MILFORD
SUSSEX COUNTY, DELAWARE

SHEET TITLE

PROPOSED LANDSCAPE PLAN

ISSUE BLOCK

MARK	DATE	DESCRIPTION

LAYER STATE: L-101

PROJECT NO.: 2018062.00
DATE: XX/XX/XX
SCALE: 1" = 30'
DRAWN BY: C.D.C. PROJ. MGR.: R.P.H.

SHEET
L-101

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F:\AutoCAD\Projects\2018\2018062\DWG\2018062-LSCAPE-C3D18-KINGCON.dwg, Dec 05, 2018 - 3:50pm

CITY HALL
201 South Walnut Street
Milford, DE 19963
www.cityofmilford.com

THE CITY of Milford DELAWARE

PLANNING DEPARTMENT
Planning, Economic Development,
Enforcement, and Inspections Office
O 302.424.8396 | F 302.424.3559

December 13, 2018

J. Michael Riemann, P.E.
Becker Morgan Group, Inc.
309 S. Governors Avenue
Dover, DE 19904

RE: Application Number: 18-030
Application Name: Royal Farms – Route 113
Application Type: Preliminary Site Plan & Conditional Use
Tax Parcel Number(s): 1-30-3.11-003.00 & 004.00

Mr. Riemann,

The City of Milford has reviewed the above referenced Preliminary Site Plan and Conditional Use application which were received on December 7, 2018 and provide the following comments;

DWG/PG NO.	COMMENT NO.	PROJECT REVIEW COMMENTS
		Preliminary Site Plan & Conditional Use
General	1	The lot consolidation plot will need to be recorded as part of the final site plan.
	2	Final Site Plan will require submission of a lighting plan to ensure the site meets general lighting standards.
	3	Final Site Plan will require approval from the City Engineer for construction plans. No objection letters or approvals will be required from DelDOT, SCD, SFMO and DHSS for drinking water.
C-001	4	General Note 34: Remove the extra "%" symbols.
C-101	5	The existing sewer and water services must be properly abandoned and will need to be coordinated with the City Engineer during final site plan review. Abandonment notes should be added based on feedback from the City Engineer.
C-201	6	The proposed sewer and water services will be reviewed for compliance with City Construction Standards by the City Engineer during the final site plan review. The City recommends the existing water connection be utilized, if adequately sized, and the water service be installed on the north side of the building to avoid being in the bank of the stormwater pond and close to the underground gas storage tanks. The City recommends the grease interceptor be located closer to painted island on the north side of the building for accessibility.

	7	Chapter 197-3(A) requires the installation of sidewalk or shared-use path along US Route 113 and Shawnee Road unless specifically waived by City Council. The requirement for a shared-use path would also be at the discretion of DelDOT.

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

Sincerely,

William R. Pierce II

Rob Pierce
Planning & Development Director

cc: Erik Retzlaff, P.E. - City Engineer

BECKER MORGAN GROUP

ARCHITECTURE
ENGINEERING

PLANNING OUR
CLIENTS' SUCCESS

December 18, 2018

Mr. Rob Pierce
City of Milford Planning & Zoning
City Hall
201 S. Walnut Street
Milford, Delaware 19963

RE: **Site Plan Submission – Responses to Review Comments - Application No. 18-030**
ROYAL FARMS #051
Milford, Delaware
2018062.00

Dear Mr. Pierce:

At your request, below are our responses to each of your December 13, 2018 review comments concerning the Preliminary Site Plan and Conditional Use Application that was submitted for the above-referenced project. Our responses are as follows:

BMG Responses:

1. We understand the Lot Consolidation Plan will need to be recorded as part of the final site plan.
2. We understand that a lighting plan will need to be submitted as part of the final site plan.
3. We understand that the construction plans for this project will need to be approved by the City Engineer and that letters of no objection will be required from DelDOT, the Sussex Conservation District, the Delaware State Fire Marshal and the Delaware Health and Social Services for drinking water.
4. We will correct General Note No. 34 on Sheet C-001 as part of the final site plan.
5. We will properly abandon the existing sewer and water services and will coordinate with the City Engineer on the abandonment procedure as part of the final site plan.
6. We will coordinate with the City Engineer on the final location of the proposed sewer and water services for this project as part of the final site plan.
7. We will provide a sidewalk along U.S. Route 113 and Shawnee Road as part of the final site plan.

Please schedule this site plan and conditional use application for the January 2019 Planning Commission meeting and City Council review.

Feel free to contact me with any questions or concerns.

Sincerely,

BECKER MORGAN GROUP, INC.

J. Michael Riemann, P.E.
Vice President

JMR/rlh

Cc: Jack Whisted / Royal Farms, Inc.

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FAX 910.341.7506

www.beckermorgan.com

City of Milford, Delaware
Development Advisory Committee

Comment Sheet

****

DATE OF REVIEW: December 19, 2018

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

INDIVIDUAL REVIEWERS: **Duane T. Fox, CFPS, CFPE, CFI, Asst. Chief Technical Services**
Dennett E. Pridgeon, CFPS, CFPE, CFI, Sr. Fire Protection Specialist
Jefferson L. Cerri, CFI, Sr. Fire Protection Specialist
Joseph Moran, CFI, Sr. Fire Protection Specialist
Desiree B. McCall, CFI, Fire Protection Specialist

AGENCY PHONE NUMBERS: **302-856-5298, Fax: 302-856-5800**

RE: ROYAL FARMS (18-030) REDEVELOPMENT

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)
   - 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 South duPont Blvd 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:

[Amended 10-12-1998 by Ord. No. 10-1998]

(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
90º	9	18	As required by State Fire Marshal
60º	9	20	As required by State Fire Marshal
45º	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, R-3 and R-8 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 or R-8 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, R-3 and R-8 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-1, OB-1 and OC-1.

(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 feet 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, R-3 or R-8 District or any lot developed or approved for development for residential use, there shall be a 50-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.

§ 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.

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.

PUBLIC WORKS DEPARTMENT
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Milford, DE 19963

THE CITY of Milford DELAWARE

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To: Eric Norenberg, City Manager
From: Mark A. Whitfield, Public Works Director
Subject: Fuel Management System Replacement/Upgrade
Date: January 10, 2019

Currently, the city's fuel management system has been down since mid-August due to PC issues that caused the software to crash. The OPW/Petro Vend system that was installed in October 2010, no longer supports the windows 7 platform. In order to move forward with OPW, the equipment and software would need to be upgraded at a cost of approximately $12,000. Because of the cost of the proposed upgrade, staff investigated other fuel management software alternatives which would provide options beneficial to the City in both financial savings and time management.

While our system has been down several months, each individual department is manually logging fuel via the honor system. With the fuel dispensers not being protected, the city may have unaccounted fuel dispensing with the open access and the potential for accountability inaccuracies.

After reviewing all the vendors proposals, staff recommend the Fuel Master system through Syntech would best suit the City's needs, now and way into the future. Several local companies, including Perdue and KSI use the same system. The proposed fuel system will allow us to use existing proximity badge for access. It also has the capability for an intervention tool (wireless) that can be added on each vehicle as each department budget warrants. This intervention system will assist the City Mechanic and Department Heads with a wide range of information which can then be transmitted via real time reporting to an email. The information that the garage and department heads would receive is, but not limited to: Odometer, Engine Run/Idle/PTO Engage Time, Diagnostic Trouble Codes, Check Engine Light status, Max Vehicle/Engine Speed, Min/Max Battery Voltage, Current Fuel/Fluid Levels, Current Transmission/Engine oil level, Engine/Transmission Oil Pressure, Engine/Transmission Oil temperature, and Coolant Temperature. The new system is web based, which is recommended by our IT staff. The web-based system will alleviate the currently situation of software being isolated on one PC. Web based software offers real time data reporting, a much quicker and easier way of access that data from anywhere and multiple users. Cost of the preferred system is $14,915 with an annual fee of $4740 for the web-based service.

The Finance and Public Works Committee reviewed the staff proposal on December 10, 2018 and recommended to proceed with the staff recommendation.

Recommendation: Staff recommends City Council authorize the purchase the Fuel Master Management System through Syntech in the amount of $19,655 ($14,915 for system and $4740 for web-based service). The Finance Director recommends the purchase be fund with $14,915 from General Fund Reserves and $4740 from Garage Budget.

FUEL MASTER - SERVER BASED

Option #1	Option #2	Additional Add-ons
Replace current OPW Fuel Management System w/ Fuel Master 3505-Plus Master Island Unit. HID Proximity card reader/Prokees. **SQL Server based software**. Install and training.	Replace current OPW Fuel Management System w/ Fuel Master 4505-Plus Master Island Unit. HID Proximity card reader/Prokees. **SQL Server based software. Capability to upgrade to Web based-Real Time data at no up front cost. Only the annual fee below.** Install and training included	Odometer, Engine Run/Idle/PTO Engage Time, Diagnostic Trouble Codes, Check Engine Light status, Max Vehicle/Engine Speed, Min/Max Battery Voltage, Current Fuel/Fluid Levels, Current Transmission/Engine oil level, Engine/Transmission Oil Pressure, Engine/Transmission Oil temperature, Coolant Temp.
1 year Warranty - Additonal Warranty at cost	1 year Warranty - Additonal warranty at cost	
$14,915	**$14,915**	**$327 per vehicle **(as budgeted for)**

FUEL FORCE - SERVER BASED

Option #1	Option #2	Additional Add-ons
Replace current OPW Fuel Management System w/ FuelForce 894-K, Fuel Island Terminal, Fuel Site Controller & Server based Software. Install and training. (Proximity key/Numeric Pad). 1-year help desk training included.	Replace current OPW Fuel Management System w/ FuelForce 814 Island Mounted Terminal (w/LCD backlit screen, Fuel Site Controller & Server Based Software. Install and training. (HID Proximity card reader /Alpha numeric Pad). 1-year help desk training included.	HID IndentiFUEL Add-on for (125 vehicles), 3- wireless pump nozzles). 1-year help desk training included.
Free Support $480 wireless access (mandatory) annual	$1100 annual support (optional)	
$12,500	**$14,300**	**$10,895 (aprroximate additional cost)**

OPW - SERVER BASED

Option #1	Option #2	Additional Add-ons
Upgrade current hybrid system/software & Install	Replace Fuel Management System to PV-Enterprise, Fuel Island Terminal, Fuel Site Controller & SQL PC Based Software and install. **system ready for future purchase of AVI Intervention Package (see attachement).	AVI Intervention Package and accessories: **Vehicle tags-** vehicle identification &manual odomenter entry **Mileage Meter -** *RFID Vehicle idendification & electronic odometer readings ONLY.*
$12,850	**$21,864**	**$117 each - Vehicle Tag ($14,625)** **$262 each - Mileage Meter ($32,750)**

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To: Eric Norenberg, City Manager
From: Mark A. Whitfield, Public Works Director
Subject: Professional Services – City Hall Basement Waterproofing and Restoration
Date: January 10, 2019

Public Works staff solicited proposals from two professional services organizations to provide expertise in waterproofing and restoration efforts for the City Hall basement; EDiS, Wilmington, DE and Whiting Turner, Newark, DE. The Solid Waste and Facility Supervisor and the City Engineer reviewed the proposals, and have recommended EDiS be awarded the contract in the amount of $24,700. Work includes investigative services as well as the development of a solution to the water infiltration problem. The Whiting Turner proposal was for comparable work at a proposed cost of $33,000.

Recommendation: Staff recommends City Council authorize $24,700 from General Fund Reserves for the contacting of professional services for the City Hall Waterproofing and Restoration Project.

OFFICE OF THE MAYOR
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THE CITY of Milford DELAWARE

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January 9, 2019

TO: City Council

FROM: Mayor Campbell

SUBJECT: Appointment of Alternate Director to the DEMEC Board

Since the special election to fill the Ward 2 occurred after the 2018 City Council Committee Assignments were made, Councilmember Culotta has not had a Committee assignment since his election and taking office this past summer.

To rectify that, I am appointing Councilmember Todd Culotta to serve on the Community and Economic Development Committee.