

City of Milford



CITY COUNCIL AGENDA

Monday, January 28, 2019

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

6:45 P.M.

WORKSHOP***

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

7:00 P.M.

SPECIAL COUNCIL MEETING*

Resignation/City Council Fourth Ward Seat
Confirmation & Appointment/City Council Vacancy
Swearing In/Fourth Ward Councilmember/The Honorable Noel Eason Primos

PUBLIC HEARINGS & ORDINANCE ADOPTIONS

ORDINANCE 2018-31

DCRAC on behalf of the City of Milford
Conditional Use

3.40+/- acres in an R2 Zoning District
604 North Walnut Street, Milford, DE

Present Use: Municipal Facility (Armory); Proposed Use: Community Service Building
Tax Map MD-16-183.06-02-14.00

ORDINANCE 2019-03

Liborio Watergate LLC known as 'Watergate'

Amended/Final Major Subdivision of 47.39 +/- Acres

East side of Marshall Street north of the Elks Lodge Road Intersection, Milford, Delaware
300-unit Community (43 Single Family Units, 48 Duplex Units, 129 Townhouse Units, 80 Apartment Units)

Tax Map 3-30-11.09-029.00; -029.03; -30.00 through -032.00;
3-30-11.09-101.00 through -304.00

ORDINANCE 2019-04

Two Farms Incorporated
Conditional Use

3.5 +/- acres of land in a C3 Zoning District

Intersection West side of South Dupont Boulevard, Northwest of Shawnee Road
562 & 566 South DuPont Boulevard

Present Use: Convenience Store with Gas Pumps; Proposed Use: Same
Tax Map & Parcel 1-30-3.11-003.00 & 004.00

COUNCIL MEETING

Call to Order - Mayor Archie Campbell

Invocation

Pledge of Allegiance

Communication & Correspondence

Committee Reports

Unfinished Business

Approval/DCRAC/Armory Lease Agreement

Funding Appropriation/Growmark Property Purchase/New Police Facility

Funding Appropriation/Summers Property Purchase (A-1 Auto Glass)/New Police Facility

New Business

Contract Approval/Funding Appropriation/Design, Engineering & Architectural Services
/New Police Facility

Introduction/Ordinance 2019-06/Chapter 55/Random Drug Testing Addition

Introduction/Ordinance 2019-07/Chapter 19/Economic Development & Redevelopment Amendment

EXECUTIVE SESSION

Motion to Recess into Executive Session

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

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

Return to Open Session

City Manager Performance Evaluation

Chief of Police Performance Evaluation

**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 121219 121718 010919 011119

*012219 Late Info Received/MLK Holiday/Requested by Mayor **Added by City Manager

012319 Items Removed by City Manager

***012419 Item Omitted in Error/No Action required by City Council

012519 Item Removed

Organization

- Continue to implement new strategic plan including:
Our Mission: Partnering to build Milford's historic downtown into a unique, vibrant and livable place for all.
Our Vision: Our community will become a unique and vibrant destination place, a welcoming focal point for community gatherings, and a desirable place to live, shop, learn, work and enjoy recreational activities.
- Annual Membership meeting with new board members elected, change in bylaws & fiscal year July thru June. (Jason Peel, Denise Morris, Cat Perefitti, Kelly Turner)
- Volunteer hours estimated 1,363 valued at an estimated \$34,075
- Big ask campaign providing potential sponsors the opportunity to donate to their favorite activities on a one time annual basis
- Received Kent County Tourism's Quaint Village of the Year Award
- Received Southern Delaware Tourism's Best New Event of 2018 for The Ladybug Festival-Milford
- Continue to update website and Facebook

Economic Vitality

- New downtown brochure continues to be updated and is being handed out at local businesses
- Continue to developing access to information site providing information on available building spaces in conjunction with the City Planning Office
- Worked with Kent County Tourism & DE Turf to offer Milford Goody Bag and button/pin that will encourage shopping by DE Turf attendees.
- Farmers Market
33 Vendors
3,162 estimated shoppers
\$46,243 estimated total sales
- Five Year Anniversary of Irish Rose.
- New business brochure completed
- Ribbon Cuttings for The Nook, It's About Time
- Developed new subcommittee to work on new business recruitment
- Business closings Mispillion Fitness
- Participated in Milford Chamber of Commerce Workforce Development Committee
- Developed & publicized RFP for the Vinyard and recommended and hired Architectural Alliance to do the study
- Continue to hold monthly Entrepreneurial Network meetings including the formation of a Business Improvement District (BID)

Promotion

- Ladybug Festival Milford new sponsorship packet & recap video. 2019 date September 21. Budget increased to \$35,000
- Shop Early, Shop Late, Shop small button & materials completed to promote Third Thursday Shopping year Round
- Holiday Stroll (carriage rides returned), Santa House (1120 children 1388 adults 50 elves, 1,300 stockings 600 volunteer hours), Shop Small Saturday all very successful
- Event rack card updated.

- King's Ice Cream very success will be returning May-September
- City's Birthday celebration will occur every 5 years
- Change date for Bug & Bud Festival to May 4, 2019
- Signed contract for TV commercials with ABC Channel 47 140 30 sec or 280 15 sec
- Advertised in the Southern Delaware Spring Summer Vacation Planner
- Developing a new event Irish Music & Dance Concert for Friday March 15,2019
- Continue to advertise in the Milford Chronicle and Milford Live

Design

- Milford in Bloom winter greenery planting
- Sail Banner Project banners completed with art supplies now being distributed to businesses and artists
- Holiday wreath fundraiser in conjunction with MHSD FFA
- Subcommittee establish to review and recommend wayfinding signage
- Completed and presented to the public Design Guide for Downtown Milford
- Working with City Planning Department on updating sign code

Other

- Building and ground maintenance continues on a regular basis

Milford Museum Report

JAMES O. STARLING, SR.
713 TRUITT AVENUE EXT.
MILFORD, DE 19963
4th WARD CITY COUNCILMAN
January 15, 2019

Mayor Archie Campbell
Members of the Milford City Council
P. O. 159
Milford, Delaware 19963

Dear Mayor Campbell,
As of January 15, 2019, please accept my letter of resignation from my position as city council person of the 4th ward effective immediately. I discussed my plans with you on the telephone on January 15, 2019.

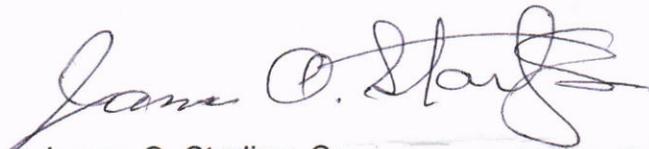
I have been on the council for over 20 years and believe it is time to move forward so a younger person can become part of this important mission. It is bitter-sweet that I must resign. It was not an easy decision, but gradual recognition that my time on the council was drawing near. Given my health and age, and discussing this decision with my wife, I believe it is my time to say farewell.

My wife, the Rev. Dr. Jeanel Starling and I appreciate the many times you helped us with the Free Community Christmas dinners on Christmas Day.

I have enjoyed my time as a servant in this important position and service to the city of Milford, my home town of which I am proud. I have enjoyed working with the council members and staff. Over the years, important issues were discussed and resolved.

I will continue to follow you in the newspapers and on TV.
I pray God's richest blessings upon the council as you continue to keep the interest of Milford as your primary goal.

Humbly Submitted,



James O. Starling, Sr.

City of Milford Charter

Article IV. City Council Government – Composition, Qualifications, Vacancies and Procedure

4.05 - Vacancies, Forfeiture of Office; Filling of Vacancies.

(a) Vacancies.

(1) The Office of the Mayor shall become vacant upon death, resignation, forfeiture, or removal from office in any manner authorized by law, or ceases to be a lawfully registered voter of the City and a resident of the City and the vacancy is confirmed by City Council.

(2) The Office of a Councilmember shall become vacant upon death, resignation, forfeiture, or removal from office in any manner authorized by law, or ceases to be a lawfully registered voter of the City and a resident of the Ward in which he/she resided at the time of the election and the vacancy is confirmed by City Council.

(b) Forfeiture of Office. The Mayor or a Councilmember shall forfeit his or her office if he or she (1) lacks at any time during his or her term of office any qualification for the office prescribed by this Charter or by law, (2) violates any express prohibition of this Charter, or (3) is convicted of a crime involving moral turpitude.

(c) Filling of Vacancies. If a vacancy occurs in the City Council and the remainder of the unexpired term is more than 12 months, the vacancy shall be filled by a special election. If a vacancy occurs in the City Council and the remainder of the unexpired term is less than 12 months, the City Council shall within 45 days of the vacancy being confirmed, by a majority vote of all of its remaining members, appoint a qualified person to fill the vacancy until the person elected at the next regular election takes office.

The special election shall be held in accordance with State election laws following the occurrence of the vacancy.

Notwithstanding the requirement that a quorum of the City Council consists of 5 members, if at any time the membership of the City Council is reduced to less than 5, the remaining members may, by majority action, appoint additional members to raise the membership to 5. 81 Del. Laws, c. 136

INFORMATION PURPOSES ONLY

(Completed form for May 2019 Council Vacancy)



ELIGIBILITY REQUIREMENTS Candidate for Member of City Council

In order to be eligible to be elected as a Member of Council for the City of Milford, the person must:

- (1) Be a Citizen of the United States of America;
- (2) Be a Resident of the City of Milford;
- (3) Have continuously resided in the Ward for which Candidate is seeking election for a period of one year preceding the day of the election;
- (4) Be at least eighteen (18) years of age as of the date of the election;
- (5) Be nominated therefor;
- (6) Provide prior to the candidate filing deadline, a criminal background check from the State Bureau of Identification and the Federal Bureau of Investigation showing entire criminal history record;
- (7) Have no felony conviction or any crime involving moral turpitude.

The deadline to file for the vacated Office of City Council is Tuesday, February 26, 2019 at 4:30 p.m.

I hereby represent that I have read and understand the above qualifications, and that I meet all of the above qualifications.

January 24, 2019
DATE

Jason L. Jamuph
SIGNATURE

SWORN TO AND SUBSCRIBED before me this 24th day of
January, 2019,
A.D. as witnessed by my hand and seal of office.

Teresa K Hudson
NOTARY PUBLIC

TERESA K HUDSON
NOTARY PUBLIC
State of Delaware
My Commission Expires on May 18, 2022

DATE COMMISSION EXPIRES

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 1. 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



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

STAFF REPORT
November 13, 2018

| | | |
|---|---|---|
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| Present Use | : | Armory / Municipal Facility |
| Proposed Use | : | Community Service Building / Municipal Facility |
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| 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.

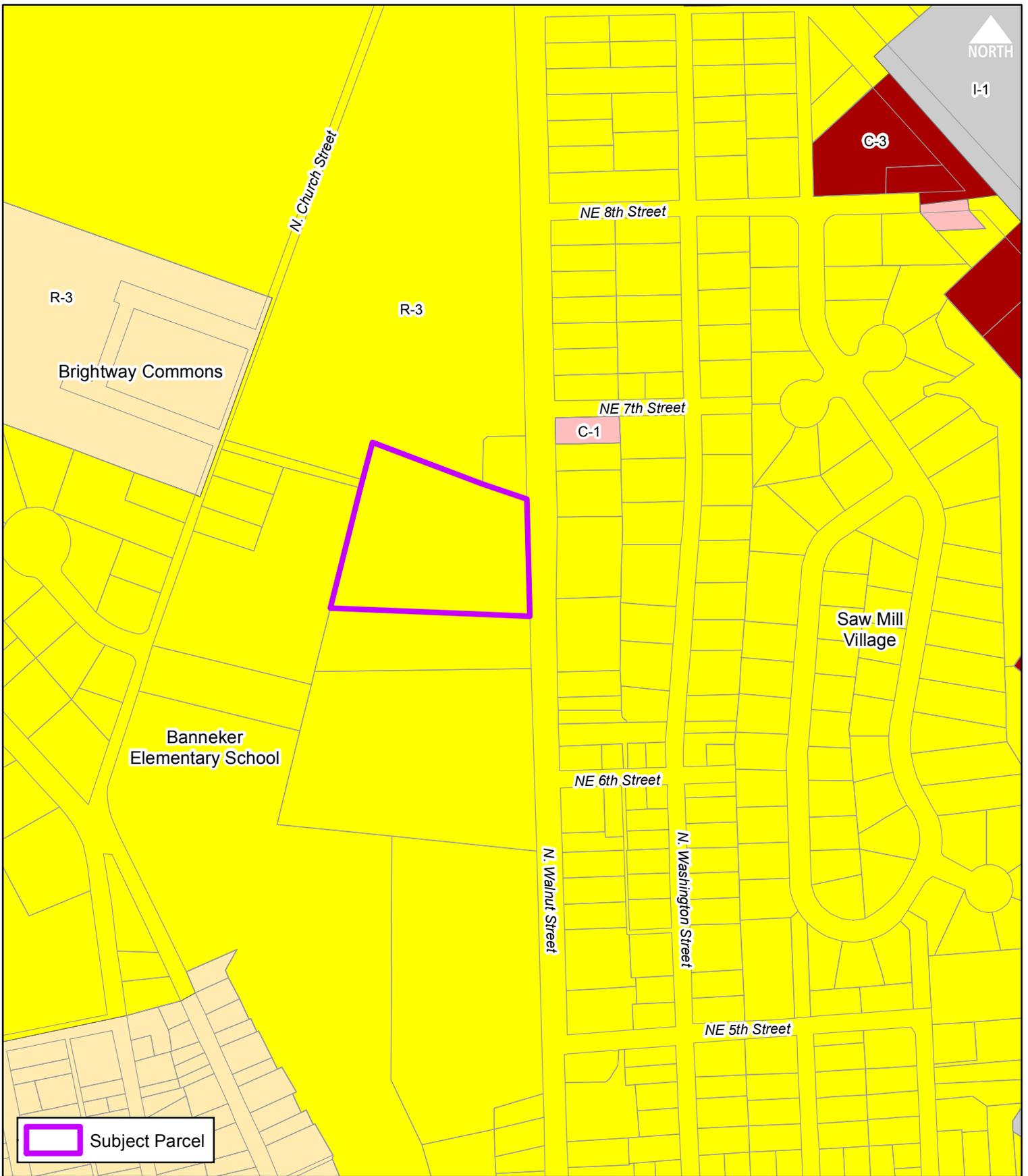
E. The use will not detract from permitted uses in the district.

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.

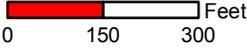
- F. Sufficient safeguards, such as traffic control, parking, screening and setbacks, can be implemented to remove potential adverse influences on adjoining uses.

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.

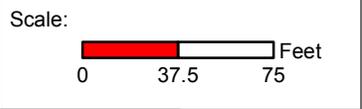


 Subject Parcel

| | | |
|--|--|--|
|  | Scale:  Feet 0 150 300 | Title: Conditional Use DCRAC Location & Zoning Map |
| | Drawn by: WRP Date: 11/09/18 | |
| Filepath: ConditionalUse_DCRAC.mxd | | |



 Subject Parcel

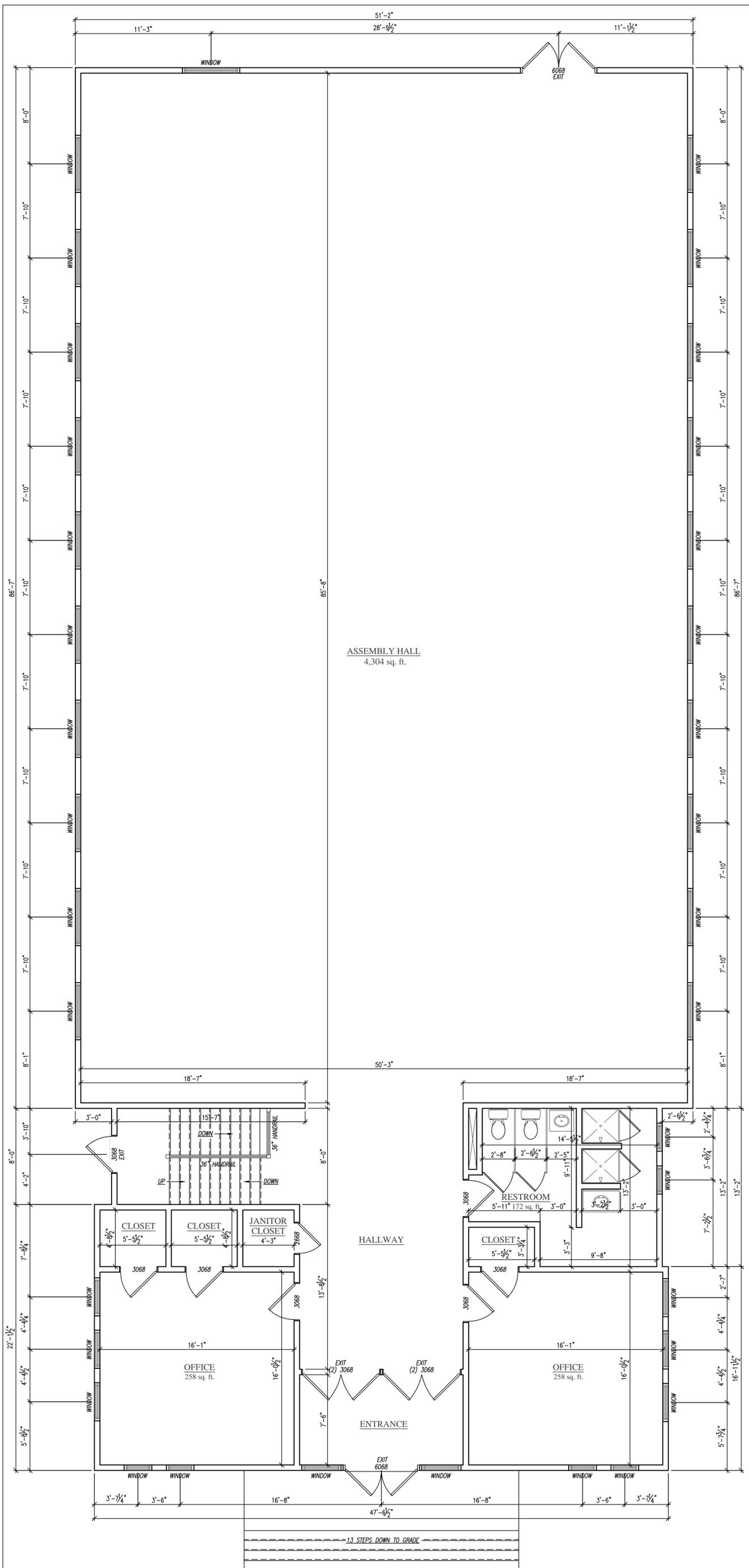


Drawn by: WRP Date: 11/09/18

Title:

**Conditional Use
DCRAC
Aerial & Site Map**

Filepath: ConditionalUse_DCRAC_aerial.mxd



ASSEMBLY HALL
4,304 sq. ft.

CLOSET
5'-5 1/2"

CLOSET
5'-5 1/2"

JANITOR CLOSET
4'-3"

OFFICE
258 sq. ft.

RESTROOM
5'-11" 172 sq. ft.

CLOSET
5'-5 1/2"

OFFICE
258 sq. ft.

HALLWAY

ENTRANCE

13 STEPS DOWN TO GRADE

8/14/93

DRAWN BY - AC
SCALE: 1/4" = 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.



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



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:

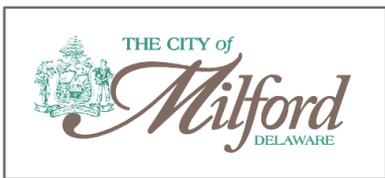
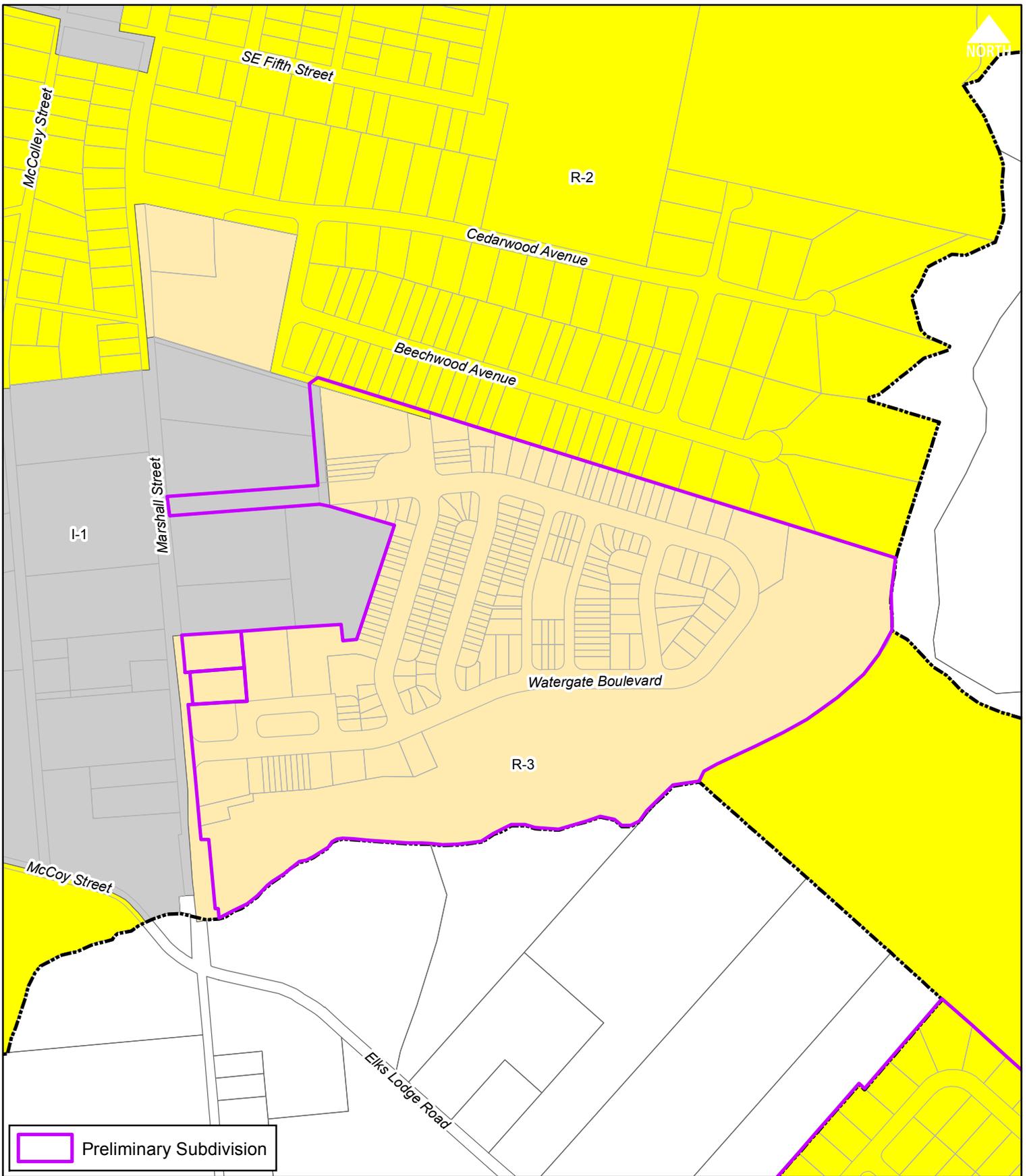
Based on the information presented, the City of Milford Code and the Comprehensive Plan, staff submits the following regarding the request for Final Major Subdivision approval:

- 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 DeIDOT, 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.

- **DeIDOT 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.



Scale:  Feet
0 200 400

Drawn by: WRP Date: 06/11/18

Title:

**Final Major Subdivision
Liborio Watergate LLC
Location & Zoning Map**

Filepath: Final_LiborioWatergateLLC.mxd

GENERAL PROJECT:

- OWNER: LIBORIO WATERGATE, LLC
C/O: LOU RAMUNNO
903 N. FRENCH ST.
WILMINGTON, DE 19801
PHONE: (302) 426-0200
- DEVELOPER: LIBORIO WATERGATE, LLC
C/O: LOU RAMUNNO
903 N. FRENCH ST.
WILMINGTON, DE 19801
PHONE: (302) 426-0200
- STATE & FEDERAL WETLANDS DELINEATION: JCM/ECJ
100 LAKE DR. SUITE
NEWARK, DE 19702
PHONE: (302) 777-95
FAX: (302) 777-9546
C/O: JAMES MCCULLEY
- CIVIL/SITE ENGINEER: VAN CLEEF ENGINEERING ASSOCIATES
630 CHURCHMANS RD. SUITE 105
NEWARK, DE 19702
PHONE: (302) 368-3184
- THE TOPOGRAPHIC INFORMATION WAS PROVIDED BY THE DELMARVA SURVEY COMPANY, INC.
- 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 "LANS TO BE CONVEYED TO WESTOVER LAND COMPANY" PREPARED BY CHARLES D. MURPHY ASSOC., INC. DATED DECEMBER 22, 2005.
- 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.
- THE PROJECT IS LOCATED AT THE INTERSECTION OF MARSHALL STREET & INDUSTRIAL BLVD. IN CEDAR CREEK HUNDRED, CITY OF MILFORD, SUSSEX COUNTY, DELAWARE.
- FLOOD ELEVATIONS BASED UPON FLOOD INSURANCE RATE MAP DATED MARCH 16, 2015 (FIRM) NUMBER 10005C0043K.
- THE PROPERTY SERVED BY THIS PLAN IS REFERENCED ON TAX MAP # 3-30-11.09 PARCELS 29, 29.03, 30, 31, AND 32.
- 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.
- THE CITY OF MILFORD SHALL RETAIN EASEMENT RIGHTS ON THIS PARCEL FOR THE PURPOSE OF UTILITY INSTALLATION.
- 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 # 3-30-11.09-30.01 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 EASTELY 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, THEN 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

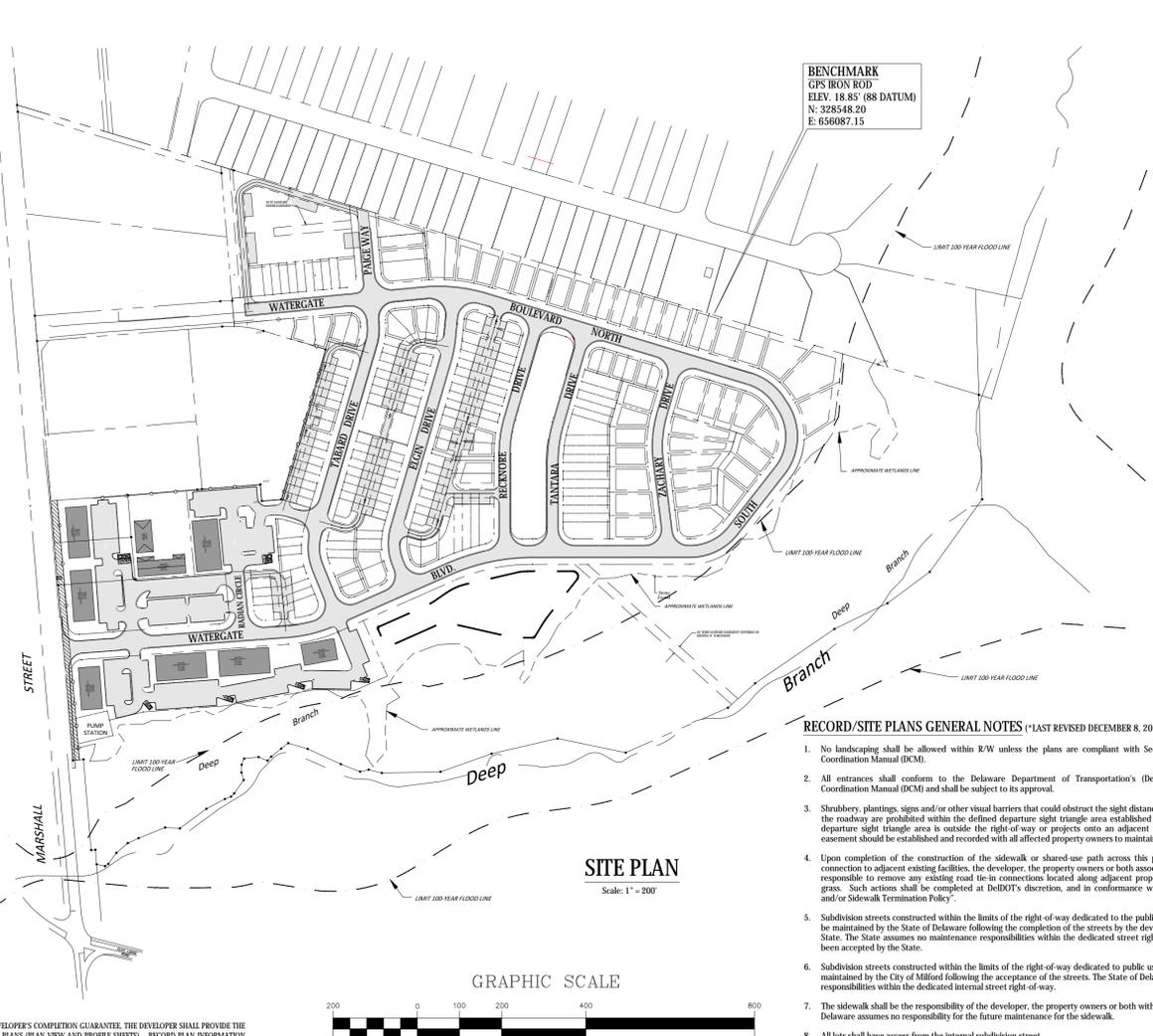
- HORIZONTAL DATUM IS BASED ON DELAWARE STATE GRID, NAD83-91, CONTROL MONUMENTS. BENCHMARK - GPS IRON ROD ELEV. 18.85 (88 DATUM)
- EXISTING UTILITIES ARE SHOWN IN ACCORDANCE WITH THE BEST AVAILABLE INFORMATION. COMPLETENESS OR CORRECTNESS THEREOF IS NOT GUARANTEED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE UTILITY COMPANIES INVOLVED IN ORDER TO OBTAIN THE MOST ACCURATE INFORMATION AS TO UTILITY LOCATION AND DEPTH. NO CONSTRUCTION AROUND OR ADJACENT TO UTILITIES SHALL BEGAIN WITHOUT NOTIFYING THEIR OWNERS AT LEAST 48 HOURS IN ADVANCE. THE CONTRACTOR SHALL TAKE THE NECESSARY PRECAUTIONS TO PROTECT THE EXISTING UTILITIES AND MAINTAIN CONTINUOUS SERVICE AND ANY DAMAGE DUE TO THEM DUE TO HIS 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.
- USE ONLY SUITABLE AND APPROVED GRANULAR MATERIAL FOR BACK FILLING TRENCHES.
- 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.
- ALL VALVE CLOSURES AND CUTS 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.
- 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.
- CONDUCTIVE TRACER WIRE SHALL BE INSTALLED WITH ALL NON-METALLIC WATER PIPE AND SERVICES, AND ALONG ALL SEWER LATERALS AND FOREMANS. WIRE SHALL BE SECURELY BONDED TOGETHER AT ALL WIRE JOINTS WITH APPROVED WATERPROOF CONNECTORS. TRACER WIRE SHALL BE ACCESSIBLE AT ALL VALVE BODIES, METER PITS, CLEANOUTS, AND AIR RELEASE VALVES.
- PRIOR TO ISOLATION AND CUT-IN PROCEDURES, CONTRACTOR SHALL EXCAVATE, LOCATE, AND OBSERVE FUNCTION OF ALL EXISTING VALVES TO ASSIST IN THE SYSTEM ISOLATION.
- SHOP DRAWINGS FOR ANY ITEMS 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 ITEMS.
- ALL SANITARY SEWER MAINS AND FOREMANS SHALL HAVE A MINIMUM COVER OF 36 INCHES AND ALL WATER MAINS SHALL HAVE A MINIMUM COVER OF 12 INCHES AS MEASURED FROM THE TOP OF PIPE TO PROPOSED GRADE. SEWER LATERALS SHALL HAVE A MINIMUM DIAMETER OF 30 (6) INCHES AND HAVE A MINIMUM COVER OF 36 INCHES.
- THERE SHALL BE A MINIMUM HORIZONTAL SEPARATION BETWEEN WATER MAINS AND SANITARY SEWER MAINS AND FOREMANS 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 FOREMANS 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.
- 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 PROPER ENGINEERING IN CONCRETE.
- ALL ROADWAYS ARE TO BE SUFFICIENTLY FREE OF SEDIMENT ON A DAILY BASIS.
- THE CONTRACTOR SHALL REMOVE AND IMMEDIATELY REPLACE, RELOCATE, RESEAL OR RECONSTRUCT ALL OBSTRUCTIONS IN THE WORK AREA, INCLUDING, BUT NOT LIMITED TO, MAILBOXES, SIGN LAMPPOSTS, EXISTING PLANTINGS, CURBS, 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 LANE OF TRAFFIC AT ALL TIMES, WITH THEIR RELOCATION KEPT TO A MINIMUM DISTANCE. THE COST SHALL BE INCLUDED IN THE COST OF ITEMS BID.
- 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.
- THE STORM DRAINAGE SYSTEM HAS BEEN DESIGNED USING THE CRITERIA OF THE STATE OF DELAWARE DEPARTMENT OF TRANSPORTATION STANDARDS AND SPECIFICATIONS AND STREET BOUNDARY ACCESS. ALL STORM DRAINAGE SYSTEMS SHALL BE MANHOLE BODIES, PIPE SIZES & INVERTS, AND ANY OTHER ITEM WHICH WILL BE TAKEN OVER BY THE TOWN. RECORD INFORMATION SHALL BE FACED ON THE APPROPRIATE APPROVED DRAWINGS. ORIGINAL DESIGN ELEVATION AND OR DISTANCE INFORMATION SHALL BE STRUCK THROUGH WITH A RED LINE AND THE RECORD INFORMATION SHALL BE INSERTED NEXT TO IT. WHEN THE BRUSH SET OF DRAWINGS IS MADE 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 A TIF OR DWF FORMAT (VERSION 2010 OR LATER). THE DIGITAL INFORMATION SHALL BE ON DELAWARE STATE PLANE, NAD 83 HORIZONTAL CONTROL, AND NAVD83 VERTICAL CONTROL.
- 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
- THIS LOT SUPERSEDES PB 121 PG 23 AND PB 111 PG 72.
- NO ON-STREET PARKING SHALL BE ALLOWED THROUGHOUT THE ENTIRE DEVELOPMENT.
- UPON REVISION OF THIS PLAN, THE CITY WILL HAVE THE RIGHT OF INGRESS AND EGRESS TO ALL MULTI-FAMILY AREAS FOR THE PURPOSE OF MAINTAINING UTILITIES AND FOR TRASH REMOVAL SERVICES.
- THE HOMEOWNERS ASSOCIATION WILL BE RESPONSIBLE FOR THE MAINTENANCE AND UPEEK OF THE ALLEYS.
- A BLANKET EASEMENT ACROSS THE APARTMENT LOTS SHALL BE DEDICATED TO THE CITY OF MILFORD FOR THE MAINTENANCE OF SEWER, WATER AND ELECTRIC INFRASTRUCTURE.
- A 20' UTILITY EASEMENT, 10' RESPECTIVELY, ON EACH SIDE OF THE CENTERLINE OF THE PIPE SHALL BE CREATED, WHEREVER POSSIBLE, WHERE A STORM SEWER LANE OR STRUCTURE IS DESIGNATED FOR PUBLIC USE AND IS OUTSIDE OF THE DEDICATED PUBLIC RIGHT-OF-WAY.
- A PROFESSIONAL SURVEYOR LICENSED IN THE STATE OF DELAWARE SHALL BE RESPONSIBLE FOR PERMANENTLY ESTABLISHING ANY PROPERTY MARKERS OR MONUMENTS DISTURBED DURING CONSTRUCTION. A SURVEY AND METES AND BOUNDS THAT INCLUDES THE RE-ESTABLISHED MARKERS OR MONUMENTS SHALL BE PRESENTED TO THE PROPERTY OWNER FOR COMPARISON WITH THE ORIGINAL PLAN FOR VERIFICATION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SHORT TERM (DURING CONSTRUCTION) MAINTENANCE OF THE STORMWATER MANAGEMENT AND STORM SEWER SYSTEMS.
- THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE OWNERSHIP AND MAINTENANCE OF THE OPEN SPACE AND STORMWATER MANAGEMENT FACILITIES.
- THE CITY OF MILFORD WILL ASSUME OWNERSHIP AND MAINTENANCE RESPONSIBILITY OF WATER AND SEWER PIPES AND APURTANCES 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 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.
- 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.
- 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.
- 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.
- FINAL APPROVAL FROM THE CITY SHALL BECOME VOID IF THE FINAL RECORD PLAN 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 UNDERWAY 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.
- 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 INTERFERED CONSTRUCTION START DATE THAT IS NOT MET DUE TO THE APPLICANT OR HIS/HER CONTRACTOR NOT HAVING MET THE CONSTRUCTION PERMITTING REQUIREMENTS.
- 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 GUARANTEE FOR THE IMPROVEMENTS WORTH ONE (1) YEAR OF THE GUARANTEE SHALL BE AN AMOUNT EQUAL TO 150% OF THE COST OF THE IMPROVEMENTS AS ESTIMATED OR APPROVED BY THE CITY ENGINEER. THE GUARANTEE SHALL BE IN THE FORM OF A BOND OR FUNDS DEPOSITED IN AN ESCROW ACCOUNT. THE PUBLIC WORKS AGREEMENT AND THE GUARANTEE SHALL BE REVIEWED AND APPROVED BY THE CITY SUDOIR. THE COMPLETION GUARANTEE SHALL NOT BE RELEASED UNTIL A MAINTENANCE BOND IN THE AMOUNT OF 10% OF THE IMPROVEMENTS HAS BEEN SUBMITTED.
- A MAINTENANCE BOND IN THE AMOUNT OF 10% OF THE AMOUNT OF THE COMPLETION GUARANTEE PRIOR TO FINAL ACCEPTANCE OF THE IMPROVEMENTS AND RELEASE OF THE COMPLETION GUARANTEE. THE MAINTENANCE BOND SHALL BE A MINIMUM OF ONE YEAR. AN AGREEMENT REVIEWED AND APPROVED BY THE CITY SUDOIR SHALL ACCOMPANY THE BOND AND SHALL DESCRIBE THE TERMS OF THE BOND.

FINAL MAJOR SUBDIVISION PLAN

Or

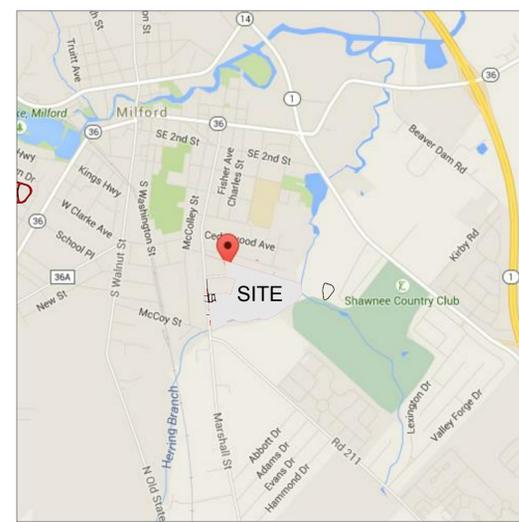
WATERGATE AT MILFORD

CEDAR CREEK HUNDRED, CITY OF MILFORD, SUSSEX COUNTY, DELAWARE



RECORD/SITE PLANS GENERAL NOTES (*LAST REVISED DECEMBER 8, 2017)

- No landscaping shall be allowed within R/W unless the plans are compliant with Section 3.7 of the Development Coordination Manual (DCM).
- 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.
- 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.
- Upon completion of the construction of the sidewalk or shared-use path across this project's footage 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 Sidewalk Termination Policy".
- 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.
- 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.
- 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.
- All lots shall have access from the internal subdivision street.
- 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 every change in horizontal alignment to provide a permanent reference for the re-establishing the centerline and right-of-way line.



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):

- CHAPTER 200 - SUBDIVISION OF LAND
200-6.10-3 - BLOCK WIDTHS SHALL BE NOT LESS THAN 275 FEET OR MORE THAN 450 FEET AND SHALL BE PLANNED TO PROVIDE TWO ROWS OF LOTS
200-6.10-7 - SIDE LOT LINES SHALL BE AT RIGHT ANGLES OR RADIAL TO STREET LINES.

NOTES:

- THIS SURVEY DOES NOT CERTIFY TO THE LOCATION AND/OR EASEMENTS AND RIGHT-OF-WAYS CROSSING SUBJECT PROPERTY AS NO TITLE SEARCH WAS PROVIDED.
- THE PROJECT OWNER AND/OR THE HOMEOWNERS 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.

SCHEDULE OF AREA & BULK REGULATION FROM R-3 ZONING

| R-3 - 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 CORNER | 7,500 | 4,000 | 3,750 | 1,700 | 2,000 | 1,200 | 2,500 | 1,200 | N/A | 4,000 |
| STREET FRONTAGE PER DU (LF) | 60 | 40 | 30 | 30 | 20 | N/A | N/A | N/A | N/A | 15 |
| LOT WIDTH AT FRONT BLDG. LINE (FT) | 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 | 7 | 0 | 12 | 5 | N/A | 5 |
| INTERIOR | | | | | | | | | | |
| 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 | 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 | |
| MAXIMUM 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

RESIDENTIAL UNIT YIELD CALCULATIONS:

LOT DATA

| Number of Lots | Number of Units | Unit Plan Designation | Unit Type | Off Street Parking (Provided) | Spaces Per Unit (Provided) |
|----------------|-----------------|-----------------------|--------------------------|-------------------------------|----------------------------|
| 47 | 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 Apartments | 224 | 2.8 |
| 1 | - | F | Civic/ Recreation Center | 34 | - |
| 215 | 300 | | Total Parking Provided | 700 | 2.3/unit |
| | | | Total Parking Required | 750 | 2.5/unit |

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: ERIK F. RETZLAFF, P.E. DATE: _____

Engineer's Certification:

I, SCOTT E. LOBDELL, HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL ENGINEER WITH A BACKGROUND IN CIVIL ENGINEERING IN THE STATE OF DELAWARE AND THAT ALL OF THE INFORMATION ON THIS PLAN IS TRUE AND CORRECT TO THE ACCURACY REQUIRED BY ACCEPTED SURVEYING STANDARDS AND PRACTICES AND BY THE CITY OF MILFORD DEVELOPMENT CODE.

SCOTT E. LOBDELL 12/1/2018
DATE

Certificate of Ownership:

I, LOU RAMUNNO, HEREBY CERTIFY THAT LIBORIO WATERGATE, LLC IS THE OWNER OF THE PROPERTY WHICH IS SUBJECT OF THIS PLAN AND THAT THE LAND USE ACTION PROPOSED BY THIS PLAN IS MADE AT MY DIRECTION AND THAT I AUTHORIZE THIS PLAN TO BE RECORDED IN ACCORDANCE WITH THE REGULATIONS OF CITY OF MILFORD DEVELOPMENT CODE.

LOU RAMUNNO 12/1/2018
DATE

PLAN NOTES

SHEET LIST TABLE

| SHEET NUMBER | SHEET TITLE |
|--------------|-----------------------|
| RP1 | COVER SHEET |
| RP2 | OVERALL SITE |
| RP3 | SITE PLAN |
| RP4 | SITE PLAN |
| RP5 | SITE PLAN |
| RP6 | SITE PLAN |
| RP7 | LINE AND CURVE TABLES |

| 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 | Revised Notes | 1/2017 |
| 4 | Per Planning Dep. rev. letter dated 9/13/17 | 11/2017 |
| 5 | Moved DelDOT notes from sheet RP6 & Updated | 6/2018 |

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PLAN NOTATION
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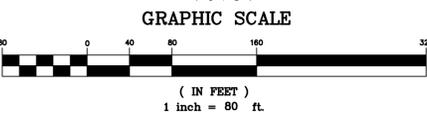
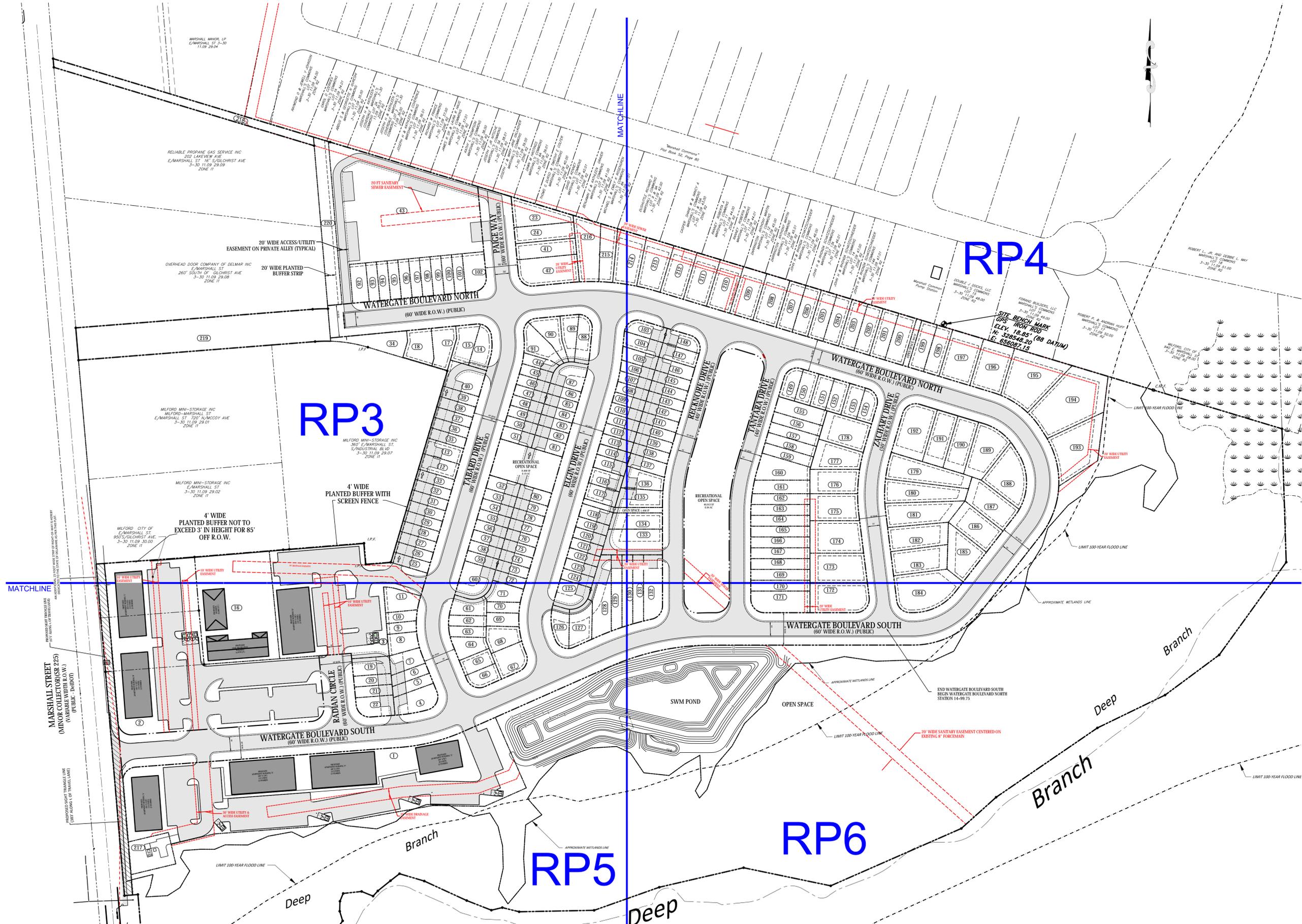
BY: SCOTT E. LOBDELL DATE: 12/1/18
DELAWARE PROFESSIONAL ENGINEER NO. 12260

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: NORTHERNE@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

RECORD PLAN SHEET NUMBER RP1



SITE PLAN
scale: 1" = 80'

| 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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BY: **SCOTT E. LOBDELL** DATE: 12/1/18
 DELAWARE PROFESSIONAL ENGINEER NO. 12260

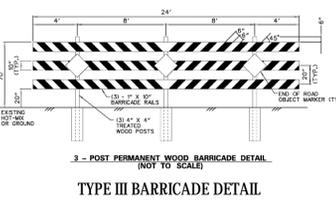
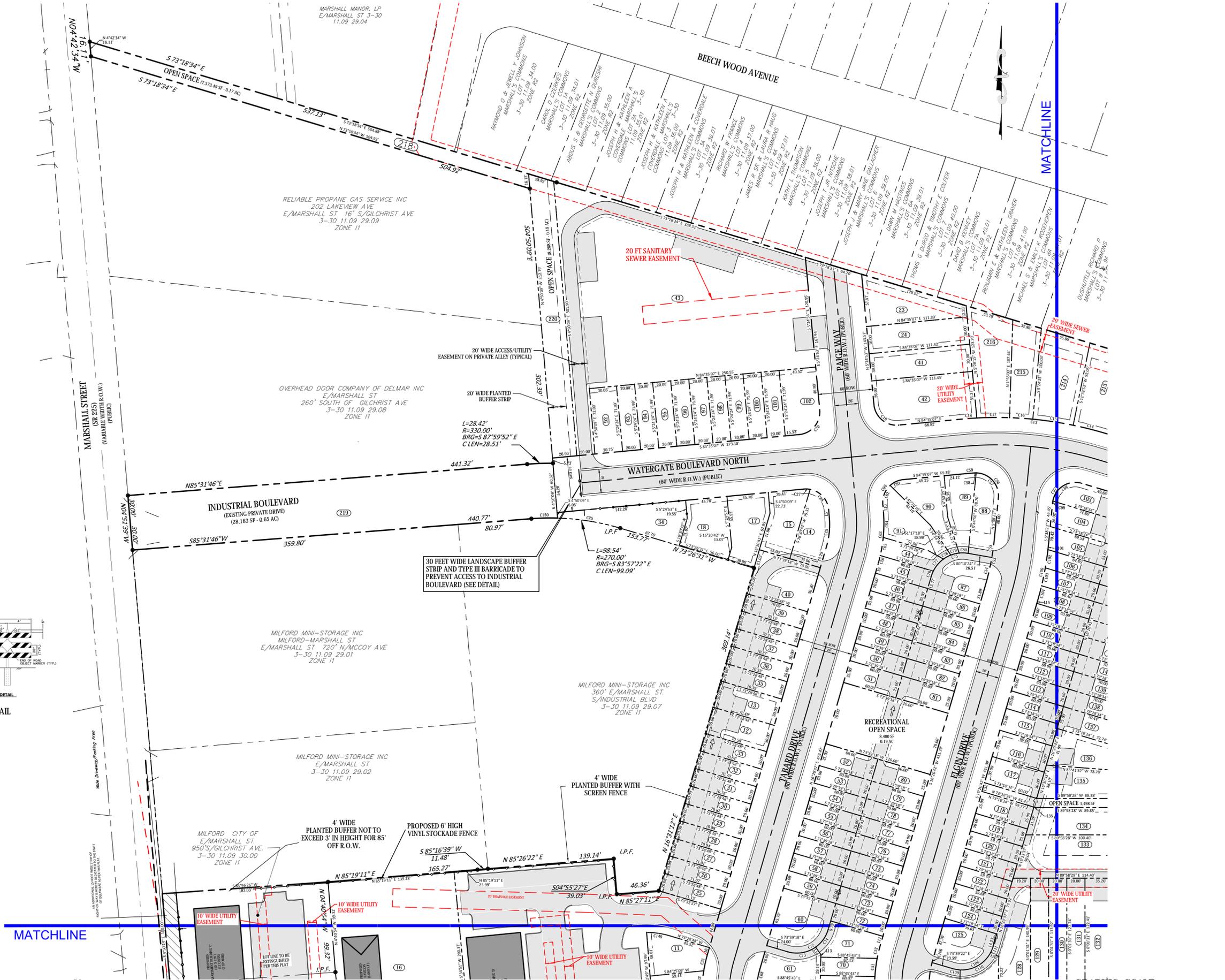
Van Cleef ENGINEERING ASSOCIATES
 Consulting Civil Engineering Environmental Engineering Municipal Engineering
 Land Surveying Professional Planning Landscape Architecture

| | | | |
|----------|----------|--------------|--------|
| 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 3-30-1109, PARCELS 29, 29.03, 30, 31, 32
 SITUATED IN
CITY OF MILFORD
SUSSEX COUNTY, DELAWARE

TITLE
OVERALL SITE

| | |
|--------------------|---------------------|
| RECORD PLAN | SHEET NUMBER RP2 |
|--------------------|---------------------|



| 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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BY: **SCOTT E. LOBDELL** 12/1/18 DATE
 DELAWARE PROFESSIONAL ENGINEER NO. 12260

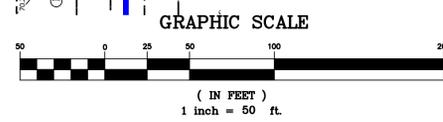
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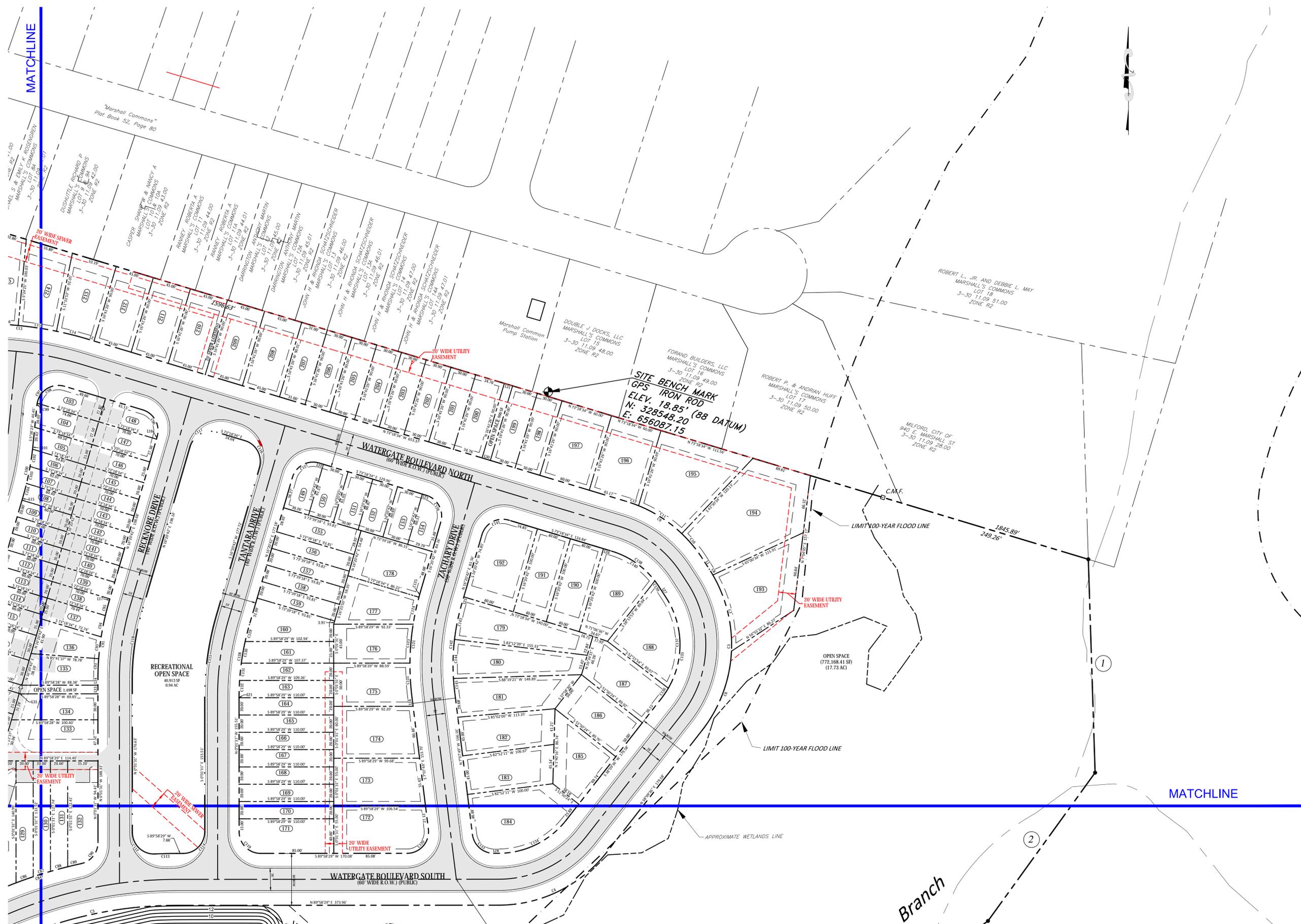
| | | | |
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| PROJECT: | 1301MLD | DESIGNED BY: | S.E.L. |
| DATE: | 5/9/2016 | DRAWN BY: | E.P.C. |
| SCALE: | AS NOTED | CHECKED BY: | S.E.L. |

WATERGATE AT MILFORD
 FOR
LIBORIO WATERGATE, LLC
 TAX MAP 3-30-1109, PARCELS 29, 29.03, 30, 31, 32
 SITUATED IN
CITY OF MILFORD
SUSSEX COUNTY, DELAWARE

TITLE
RECORD PLAN

| | |
|--------------------|---------------------|
| RECORD PLAN | SHEET NUMBER RP3 |
|--------------------|---------------------|





| NO. | REVISION | DATE |
|-----|---|----------|
| 1 | Per Planning Dep. rev. letter dated 6/13/16 | 6/20/16 |
| 2 | Per Planning Dep. rev. letter dated 9/7/16 | 10/20/16 |

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BY:  **SCOTT E. LOBDELL** DATE 12/1/18
DELAWARE PROFESSIONAL ENGINEER NO. 12260

Van Cleef ENGINEERING ASSOCIATES

Consulting Civil Engineering Environmental Engineering Municipal Engineering Land Surveying Professional Planning Landscape Architecture

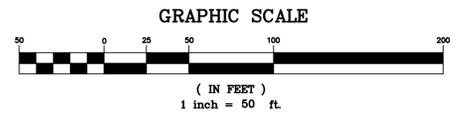
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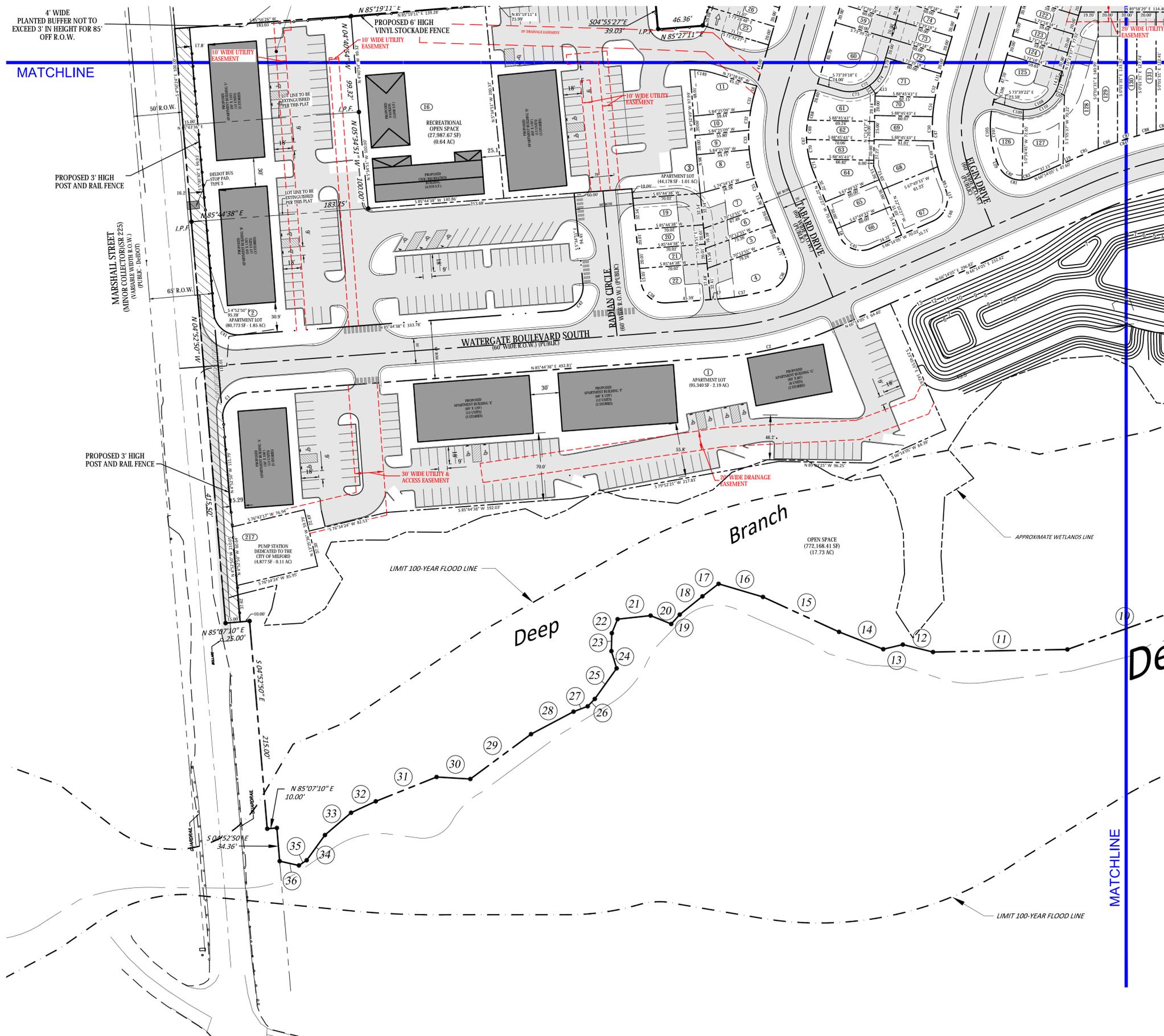
| | | | |
|----------|----------|--------------|--------|
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FOR
LIBORIO WATERGATE, LLC
TAX MAP 3-30-11.09, PARCELS 29, 29.03, 30, 31, 32
SITUATED IN
CITY OF MILFORD
SUSSEX COUNTY, DELAWARE

TITLE
RECORD PLAN

| | |
|--------------------|---------------------|
| RECORD PLAN | SHEET NUMBER RP4 |
|--------------------|---------------------|





4' WIDE PLANTED BUFFER NOT TO EXCEED 3' IN HEIGHT FOR 85' OFF R.O.W.

MATCHLINE

PROPOSED 3' HIGH POST AND RAIL FENCE

MARSHALL STREET (MINOR COLLECTOR/SR 225) (VARIABLE WIDTH R.O.W.) (PUBLIC - DEDOT)

PROPOSED 3' HIGH POST AND RAIL FENCE

PROPOSED 6' HIGH VINYL STOCKADE FENCE

RECREATIONAL OPEN SPACE (27,987.67 SF) (0.64 AC)

WATERGATE BOULEVARD SOUTH (60' WIDE R.O.W.) (PUBLIC)

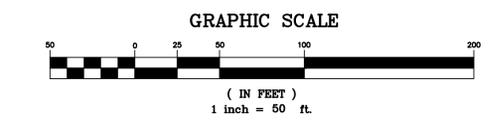
Branch

Deep

MATCHLINE

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' |



| 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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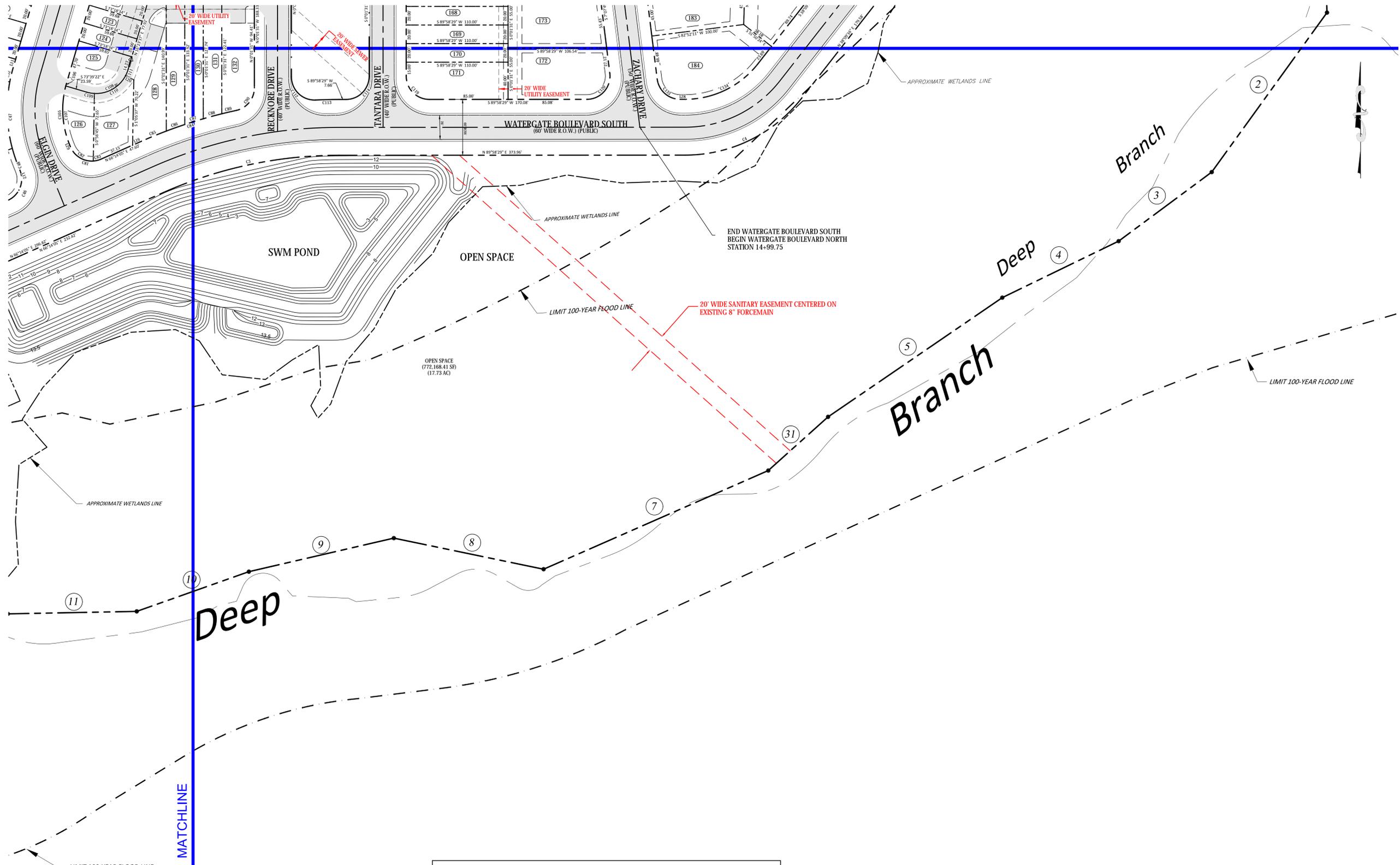
BY: DATE: 12/1/18
 SCOTT E. LOBDELL
 DELAWARE PROFESSIONAL ENGINEER NO. 12260

OFFICES THROUGHOUT NJ, EASTERN PA AND DE
Van Cleef
 ENGINEERING ASSOCIATES
 Consulting Civil Engineering Land Surveying
 Environmental Engineering Professional Planning
 Municipal Engineering Landscape Architecture
 638 CHURCHMAN ROAD, SUITE 105, NEWARK, DE 19702
 EMAIL: NORTHERDE@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 3-30-1109, PARCELS 29, 29.03, 30, 31, 32
 SITUATED IN
CITY OF MILFORD
SUSSEX COUNTY, DELAWARE

| | |
|--------------|-------------|
| TITLE | RECORD PLAN |
| TITLE | RECORD PLAN |
| SHEET NUMBER | RP5 |



| 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 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.

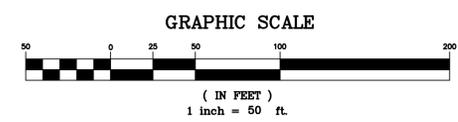
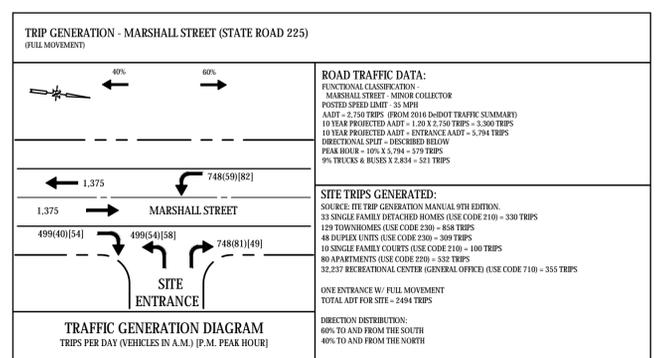
BY:  DATE: 12/1/18
SCOTT E. LOBDELL
 DELAWARE PROFESSIONAL ENGINEER NO. 12260

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 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 3-30-1109, PARCELS 29, 29.03, 30, 31, 32
 SITUATED IN
CITY OF MILFORD
SUSSEX COUNTY, DELAWARE

| | |
|--------------|-------------|
| TITLE | RECORD PLAN |
| TITLE | 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 11°41'17" 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 70°47'29" 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 54°51'7" 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 54°31'3" E |
| C33 | 160.00' | 20.06' | 7°11'05" | 20.05' | N 13°13'5" 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' | 12°7'12" | 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" | 35.64' | 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 | 1,2 | |



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.



Watergate
Ms. Janelle Cornwell
Page 2
June 08, 2018

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



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.

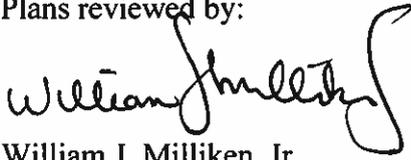
These plans, as noted, are made a part of this approval. This approval is granted subject to the enclosed list of conditions. It is the owner's responsibility to ensure as-built drawings are maintained throughout all phases of construction. Prior to receiving an Approval to Operate, the Office of Engineering 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.

Mr. Lou Ramunno
Liborio Watergate, LLC
December 6, 2018
Page 2

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 impart 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.



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



2307 MacArthur Road
New Castle, DE 19720-2426
Phone: 302-323-5365
Fax: 302-323-5366

Technical Services
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 <u>MJS Major Site</u> | |
| Number of Stories _____ | Occupant Load _____ |
| Square Footage _____ | Occupancy Code <u>9603</u> |
| Construction Class <u>V (000) WOOD FRAME</u> | Fire District <u>42</u> |

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 McCall
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 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 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

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 1. 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.

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

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

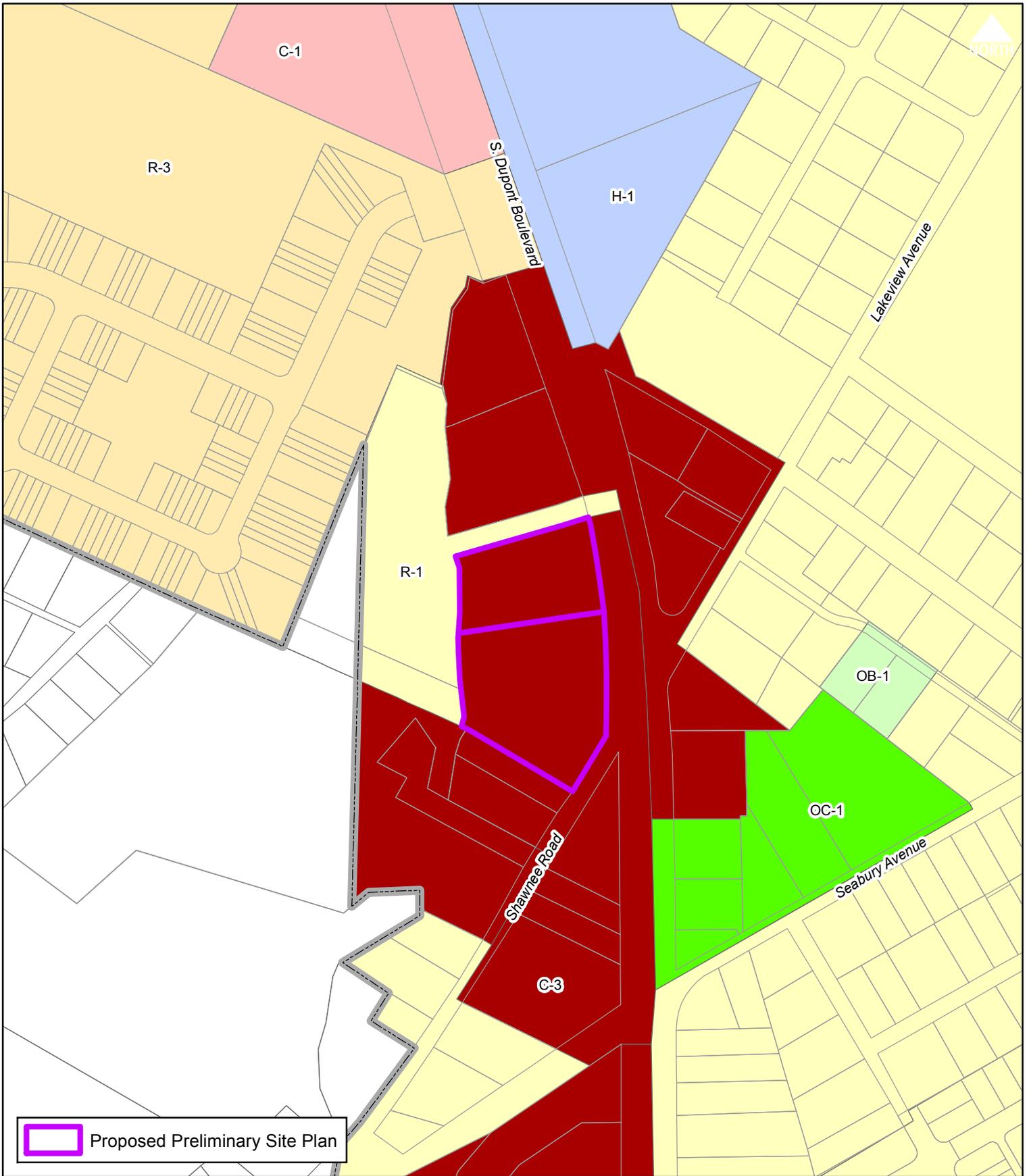
proposed site plan intends to move the existing entrance along Route 113 further to the north, which should improve traffic flow exiting the site. The proposed site exceeds the minimum parking requirements set forth in Chapter 230. The drainage feature and wetland area on the western limits of the property 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.

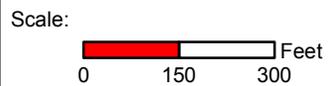
III. AGENCY COMMENTS:

- **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.



 Proposed Preliminary Site Plan

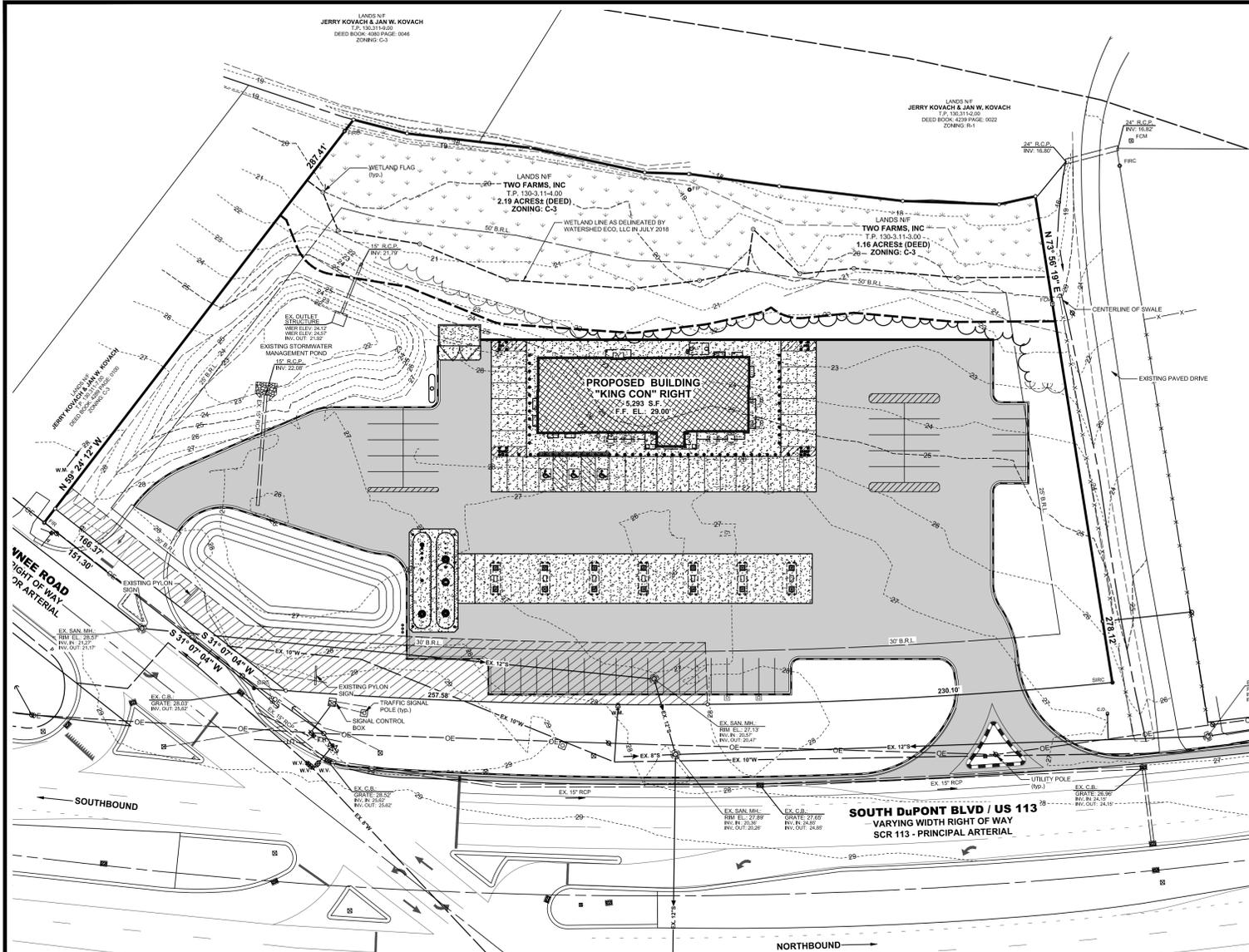


Drawn by: WRP Date: 12/17/18

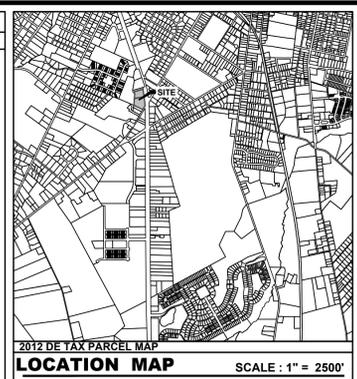
Title:

Preliminary Conditional Use Site Plan
Two Farms Inc - Royal Farms
Location & Zoning Map

Filepath: PreliminarySitePlan_TwoFarms.mxd



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



GENERAL NOTES:

- 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 - 1/2 WITH TIES TO OTHER NEAR BY PASSIVE NGS MONUMENTS.
- HORIZONTAL DATUM IS BASED ON DELAWARE STATE GRID, NAD83. CONTROL MONUMENTS - DELAWARE STATE PLANE NAD 83 (2011) - CORS.
- 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 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.
- 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.
- USE ONLY SUITABLE AND APPROVED GRANULAR MATERIAL FOR BACK FILLING TRENCHES.
- 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.
- 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.
- 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.
- CONDUCTIVE TRACER WIRE SHALL BE INSTALLED WITH ALL NON-METALLIC WATER PIPE AND SERVICES, AND LONG ALL SEWER LATERALS AND FORCE MAIN. 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.
- PRIOR TO ISOLATION AND CUT-IN PROCEDURES, CONTRACTOR SHALL EXCAVATE, LOCATE, AND OBSERVE FUNCTION OF ALL EXISTING VALVES TO ASSIST IN THE SYSTEM ISOLATION.
- SHOP DRAWINGS FOR ANY ITEMS 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 ITEMS.
- ALL SANITARY SEWER MAINS AND FORCE MAINS 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.
- THERE SHALL BE A MINIMUM HORIZONTAL SEPARATION BETWEEN WATER MAINS AND SANITARY SEWER MAINS AND FORCE MAINS 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 FORCE MAINS 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.
- 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 ENCASED PIPE IN CONCRETE.
- SITE IS WITHIN ZONE "X", AREA OF MINIMAL FLOOD HAZARD, PER FEMA PANELS 10005C0038J DATED 16/2005 (100 YEAR FLOOD PLAIN NOT PRESENT).
- ALL ROADWAYS ARE TO BE SWEEP FREE OF SEDIMENT ON A DAILY BASIS.
- 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, 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.
- 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.
- THE STORM DRAINAGE SYSTEM HAS BEEN DESIGNED USING THE CRITERIA OF THE STATE OF DELAWARE DEPARTMENT OF TRANSPORTATION DEVELOPMENT COORDINATION MANUAL, LATEST EDITION.
- ALL FIRE LANES, FIRE HYDRANTS, EXITS, AND STANDPIPES WILL BE MARKED IN ACCORDANCE WITH STATE FIRE PREVENTION REGULATIONS.
- 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.
- 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.
- 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.
- 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.
- THE DEVELOPER WILL BE RESPONSIBLE FOR THE SHORT TERM (DURING CONSTRUCTION) MAINTENANCE OF THE STORMWATER MANAGEMENT AND STORM SEWER SYSTEMS.
- THE DEVELOPER WILL BE RESPONSIBLE FOR THE LONG TERM (AFTER FINAL ACCEPTANCE BY THE CITY) MAINTENANCE OF THE STORMWATER MANAGEMENT AND STORM SEWER SYSTEMS.
- 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 DITIAL 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.
- 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.
- 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.
- 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.
- 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 CITY SHALL REVOKE THE APPROVAL. THE APPLICANT MAY REQUEST A ONE (1) YEAR EXTENSION FROM THE PLANNING COMMISSION FOR GOOD CAUSE.
- 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 ALL NECESSARY PERMITS AND FEES.
- 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 GUARANTEE FOR ANY IMPROVEMENTS WHICH WILL EVENTUALLY BE TAKEN OVER BY THE CITY. THE GUARANTEE SHALL BE IN AN AMOUNT EQUAL TO 150% OF THE COST OF THE IMPROVEMENTS AS ESTIMATED OR APPROVED BY THE CITY ENGINEER. THE GUARANTEE SHALL BE IN THE FORM OF A BOND OR FUNDS DEPOSITED IN AN ESCROW ACCOUNT. THE PUBLIC WORKS AGREEMENT AND THE GUARANTEE 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.
- A MAINTENANCE BOND IN THE AMOUNT OF 10% OF THE AMOUNT OF THE COMPLETION GUARANTEE PRIOR TO FINAL ACCEPTANCE OF THE IMPROVEMENTS AND RELEASE OF THE COMPLETION GUARANTEE. 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.
- 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, VALVES, 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 NAVD83 VERTICAL CONTROL.
- 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.
- 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. 3811 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: | 1303-11-3.00 & 130-3.11-4.00 |
| 5. DEED REFERENCE: | 3096-115, 3707-03, 2298-317, 2345-155 & 2298-314 |
| 6. PLAT REFERENCE: | 199-85, 257-07 & 181-24 |
| 7. PARCEL AREA: | P-3.00: 1.16 ACRES (DEED) P-4.00: 2.19 ACRES (DEED) AS SURVEYED: 3.50 ACRES |
| 8. PRESENT USE: | GAS STATION RETAIL |
| 9. PROPOSED USE: | GAS STATION RETAIL |
| 10. ZONING CLASSIFICATION: | EXISTING: C3 - HIGHWAY COMMERCIAL DISTRICT PROPOSED: C3 - HIGHWAY COMMERCIAL DISTRICT |
| 11. IMPERVIOUS COVERAGE: | EXISTING: () () ACRES PROPOSED: 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: (6,293 S.F. / 200 S.F.) (10 EMPLOYEES/2) = 32 SPACES PROVIDED: 75 SPACES HANDICAP SPACES: 3 SPACES |
| 13. SETBACKS: | C3 - HIGHWAY COMMERCIAL DISTRICT FRONT YARD: 30 FEET SIDE YARD: 50 FEET AGGREGATE / 20 FEET MIN REAR YARD: 50 FEET |
| 14. BULK REQUIREMENTS: | C3 - HIGHWAY COMMERCIAL DISTRICT MINIMUM LOT AREA: 1 ACRE BUILDING HEIGHT: 35 FEET IMPERVIOUS COVERAGE: 80% MAX MINIMUM LOT WIDTH: 150 FEET (170 FOR CORNER LOT) |
| 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: NAVD 88 - Y2 HORIZONTAL: 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: CITY OF MILFORD SOURCE OF SEWER: CITY OF MILFORD SOURCE OF GAS: CHESAPEAKE UTILITIES SOURCE OF ELECTRIC: DELMARVA POWER |
| 20. NUMBER OF EDUS: | 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 SUBSEQUENT 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 _____

CITY OF MILFORD APPROVAL
CITY MANAGER: ERIC NORENBURG 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 _____

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
ARCHITECTURE ENGINEERING
Dover, DE
309 S. Governors Ave.
Dover, DE 19904
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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

COVER SHEET & OVERALL LAYOUT
SCALE: 1" = 40'
ISSUE BLOCK

| MARK | DATE | DESCRIPTION |
|------------|-----------------------------|-------------|
| PROJ. NO.: | 2018062.00 | |
| DATE: | 12/06/18 | |
| SCALE: | 1" = 40' | |
| DRAWN BY: | J.D.K. / PROJ. MGR.: R.P.H. | |

C-001
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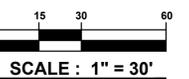
PROJECT TITLE

**ROYAL FARMS
STORE # 51**

566 S. DUPONT BLVD.
CITY OF MILFORD
SUSSEX COUNTY, DELAWARE

SHEET TITLE

SITE PLAN



ISSUE BLOCK

| MARK | DATE | DESCRIPTION |
|--------------------|------|-------------|
| LAYER STATE: C-201 | | |

PROJECT NO.: 2018062.00

DATE: 12/06/18

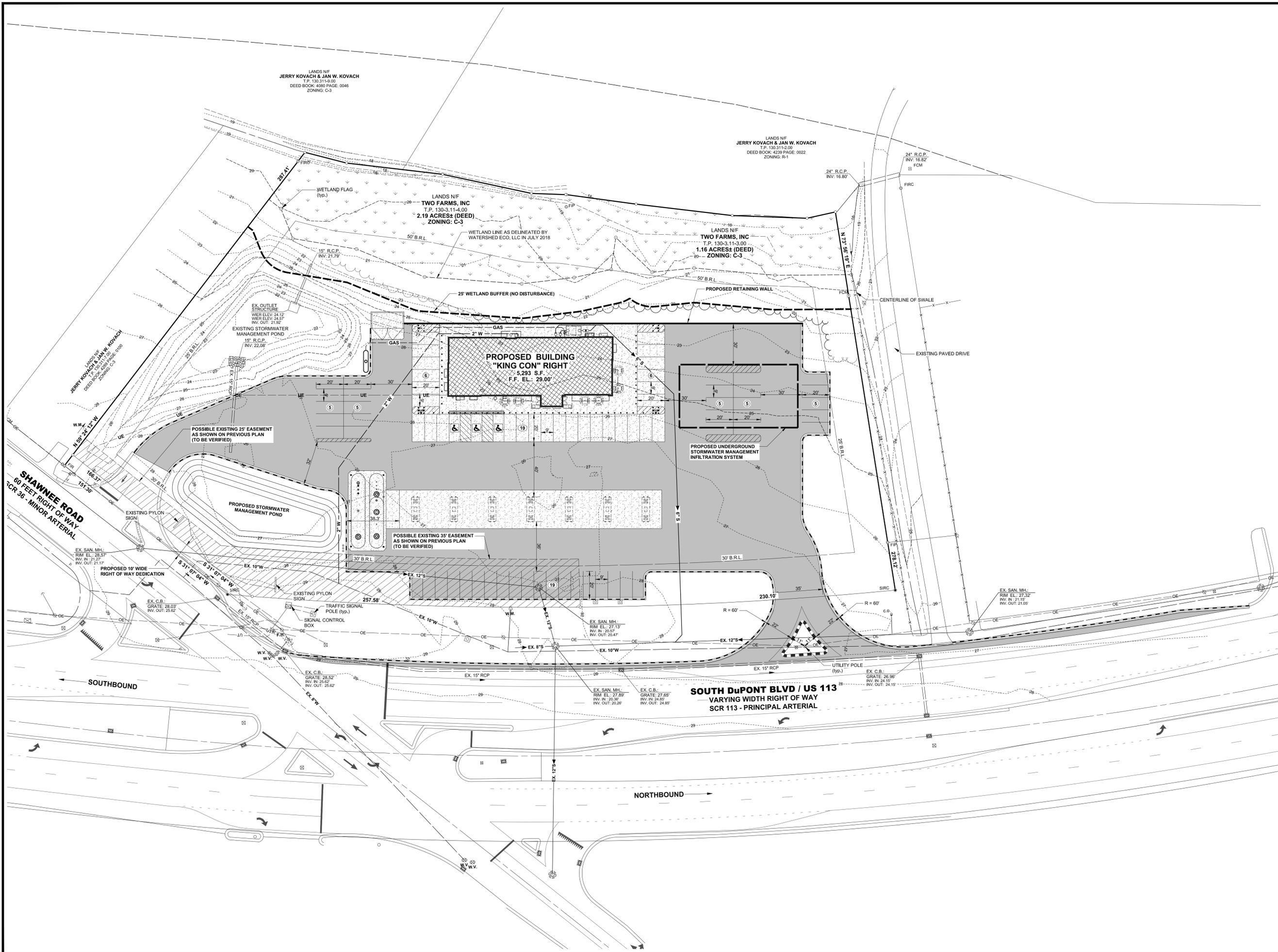
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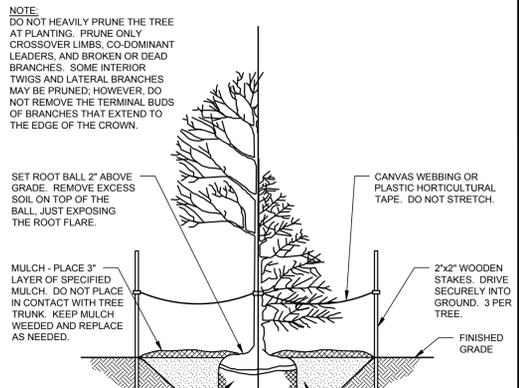
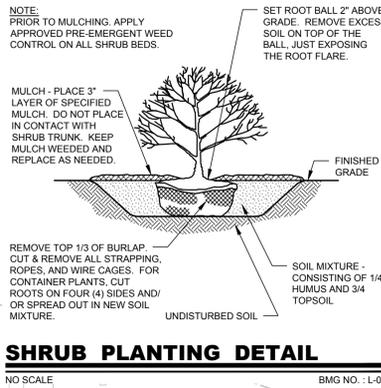
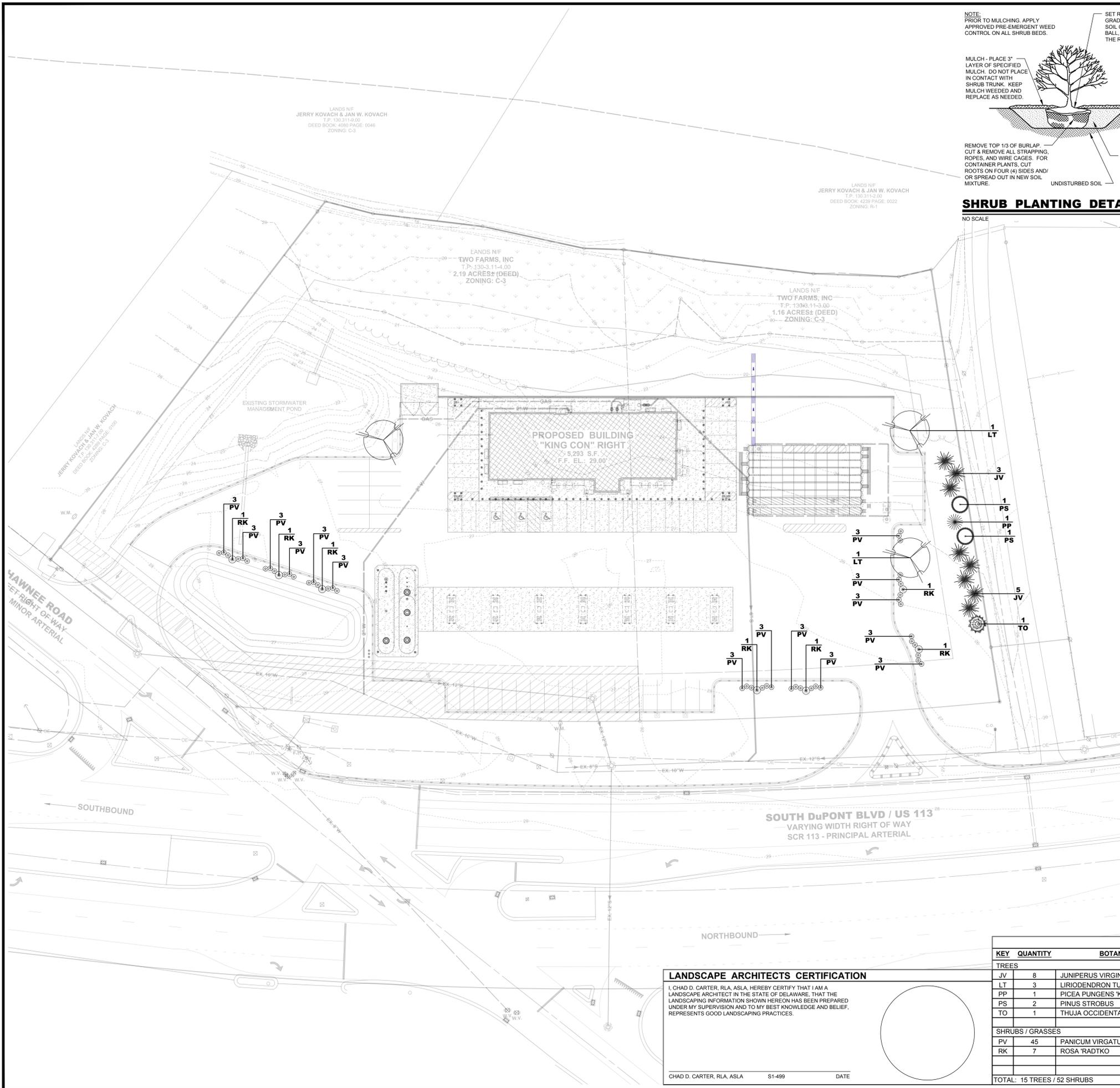
DRAWN BY: J.D.K. | PROJ. MGR.: R.P.H.

SHEET

C-201

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LANDSCAPING REQUIREMENTS:

- 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.
- 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 :

- 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 CALLED US WILL BE REJECTED. IN ADDITION, TREES HAVING THEIR CENTRAL LEADERS HEADED BACK WILL ALSO BE REJECTED. PLANTS WITH LOOSE OR CRACKED ROOT BALL OR CONTAINERS WILL BE REJECTED.
- ALL PLANTS SHALL BE PLANTED IN TOPSOIL THAT IS THOROUGHLY WATERED AND TAMPED AS BACKFILLING PROGRESSES. NOTHING BUT SUITABLE TOPSOIL, FREE OF DRY SOD, STIFF CLAY, LITTER, STONES IN EXCESS OF ONE (1) INCH DIAMETER, ETC. SHALL BE USED FOR PLANTING.
- 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 1/2", 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.
- ALL AREAS NOT STABILIZED IN PAVING OR PLANT MATERIALS SHOULD BE SEEDED AND MULCHED. (SEE EROSION & SEDIMENT CONTROL PLAN AND NOTES.)
- LANDSCAPE BEDS NOT DEFINED BY CURBS, SIDEWALKS, WALLS OR OTHER STRUCTURES SHALL BE ENCLOSED BY ALUMINUM EDGING UNLESS OTHERWISE INDICATED.
- AREAS DISTURBED BY LANDSCAPE OPERATIONS SHALL BE GRADED TO MATCH EXISTING TOPSOIL AND SEED OR SOD AS REQUIRED.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES AND MAY MAKE MINOR ADJUSTMENTS IN SPACING AND/OR LOCATION OF PLANT MATERIALS. CONTRACTOR TO VERIFY "AS BUILT" LOCATION OF ALL UTILITIES.
- NO PLANT, EXCEPT GROUNDCOVERS, SHALL BE WITHIN THREE (3) FEET FROM SIDEWALKS.
- NO TREE SHALL BE PLANTED CLOSER THAN TEN (10) FEET FROM ANY STRUCTURE OR BUILDING.
- NO TREE SHALL BE PLANTED WITHIN TEN (10) FEET OF UNDERGROUND UTILITIES OR FIRE HYDRANTS.
- ONLY TREES THAT REACH A HEIGHT AND SIZE AT MATURITY OF SMALL TO MEDIUM SHALL BE PLANTED UNDER POWER LINES.
- 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.
- TREES TO REMAIN ON-SITE SHALL BE PROTECTED WITH SNOW FENCE DURING CONSTRUCTION (SEE DETAIL). SNOW FENCING TO BE MAINTAINED DURING CONSTRUCTION BY CONTRACTOR.
- THE PLANTING PLAN SHALL TAKE PRECEDENCE OVER THE PLANT SCHEDULE SHOULD ANY PLANT QUANTITY DISCREPANCIES OCCUR.
- NO SUBSTITUTIONS SHALL BE MADE WITHOUT APPROVAL OF THE OWNER AND/OR THE LANDSCAPE ARCHITECT.
- 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, R.L.A., 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, R.L.A., ASLA S1-499 DATE

| 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 | | | | | | |

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 |
|------|------|-------------|
| | | |

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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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 DeIDOT, 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*



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FAX 302.734.7965

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

PORT EXCHANGE
312 WEST MAIN STREET, SUITE 300
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3205 RANDALL PARKWAY, SUITE 211
WILMINGTON, NORTH CAROLINA 28403
910.341.7600
FAX 910.341.7506

www.beckermorgan.com

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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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 |
|---------------|--------------------|--------------------------|-----------------------------------|
| 90° | 9 | 18 | As required by State Fire Marshal |
| 60° | 9 | 20 | As required by State Fire Marshal |
| 45° | 9 | 18 | As required by State Fire Marshal |
| Parallel | 10 | 20 | As required by State Fire Marshal |

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

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

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

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

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

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

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

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

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

C. Loading spaces.

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

ARTICLE V - Landscape Screening

§ 230-22. - District requirements.

A. Residential districts.

- (1) In any R-1, R-2, 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.



BAIRD
MANDALAS
BROCKSTEDT LLC

Glenn C. Mandalas
302-677-0061
www.bmbde.com
glenn@bmbde.com

VIA ELECTRONIC MAIL AND REGULAR MAIL

January 22, 2019

Mr. Rob Pierce, Planning & Development Director
City of Milford
City Hall
201 S. Walnut Street
Milford, Delaware 19963

**RE: Royal Farms #051 Conditional Use
Rt 113 Access**

Dear Mr. Pierce:

I represent Mr. Jerry Kovach, the owner of the property predominately situated to the west of the Milford Royal Farms. My client's property has access to Route 113 through an access-way along the northern border of the Two Farms, Inc. ("Royal Farms") property.

Initially, we express our support for the redevelopment of the Royal Farms property. However, our view is that a design modification would enhance the planning of this redevelopment project and should be considered.

As originally proposed, the Route 113 ingress and egress straddled a large utility pole. Most of the plan drawings in the Planning Commission packet (and available online) continue to show that placement of the ingress/egress. Upon a recommendation from DelDOT, the proposed ingress/egress was shifted to the south to avoid the necessity of straddling the large utility pole. However, shifting the ingress/egress to the south moves it closer to the intersection of Route 113 and Route 36 (Shawnee Road). Consequently, while the hazard created by the utility pole is remedied by shifting the entrance to the south, the potential for vehicle collisions is necessarily increased by moving the ingress/egress closer to the major intersection.

We have offered an option to Royal Farms that would alleviate both (1) the hazards associated with straddling a large utility pole, and (2) the hazards associated with moving the ingress/egress closer to a major intersection. That is, by moving the ingress/egress to the north, rather than the south, and sharing an access with my client's property, not only are the two concerns expressed resolved, but also the added benefit of only one ingress/egress to Route 113 is achieved, rather than the two that would otherwise be created by the Royal Farms property and my client's property. (see enclosure).



BAIRD
MANDALAS
BROCKSTEDT LLC

January 22, 2019
Page 2

We acknowledge that the City of Milford is without authority to require that this proposal be adopted by Royal Farms. However, in order to protect the continued access to my client's property, we feel it important to make the City aware of this option on the formal record of these proceedings.

Please make this correspondence part of the formal record of Application "18-030/ Two Farms Inc – Royal Farms."

Sincerely,



Glenn C. Mandalas, Esq.

GCM/gcm
Enclosure

cc: Mr. Jerry Kovach



Sussex County Association of Towns

20 W Fourth Street, Blades, Delaware 19973

S.C.A.T. Dinner for Wednesday, February 6, 2019

Town of Bethany Beach

Town of Bethel

Town of Blades

Town of Bridgeville

Town of Dagsboro

Town of Delmar

Town of Dewey Beach

Town of Ellendale

Town of Fenwick Island

Town of Frankford

Town of Georgetown

Town of Greenwood

Town of Henlopen Acres

Town of Laurel

City of Lewes

City of Milford

Town of Millsboro

Town of Millville

Town of Milton

Town of Ocean View

City of Rehoboth Beach

City of Seaford

Town of Selbyville

Town of Slaughter Beach

Town of South Bethany

Sussex County Council

LOCATION: CHEER Center
20520 Sand Hill Road
Georgetown, DE 19947

TIME: 6:00 pm - Social (cash bar)
6:30 pm - Dinner

HOST: Town of Georgetown

SPEAKER: Legislative Night-Sussex County Legislators

COST: \$37.00 per person

MENU: Eye Round Roast Beef Au Jus
Crab Imperial
Tossed Salad
String Beans
Parsley Red Potatoes
Macaroni & Cheese
Yeast rolls and Sweet Potato rolls
Strawberry Pretzel Salad
Selection of homemade cakes and pies

PLEASE RSVP TO CHRISTINE NO LATER THAN 01/29/19

For those bringing guests, please make checks payable to:
Town of Georgetown



**DELAWARE LEAGUE OF LOCAL GOVERNMENTS
THE DUNCAN CENTER
500 W. LOOCKERMAN STREET, 5TH FLOOR, DOVER**

THURSDAY, FEBRUARY 28, 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:

James Collins, Chief Information Officer and Cabinet Secretary of the Delaware Department of Technology and Information, is the keynote speaker for the February meeting. Mr. Collins has been serving in this capacity since 2014. Prior to this appointment, he was the Deputy Chief of Staff for Governor Jack Markell. Among other subjects, Secretary Collins will address the State Cyber Security Council and how it has progressed the past two years.

A brief presentation will also be made by Open Data Delaware to share information with local governments about its mission of transparency and use of technology.

WE MUST HAVE YOUR RESERVATIONS NO LATER THAN 02/15/19.

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, March 28, 2019

LEASE AGREEMENT

THIS LEASE AGREEMENT IS MADE this _____ day of _____, 2019 by and between THE CITY OF MILFORD, a political subdivision organized and existing under the laws of the State of Delaware, with an address of 201 South Walnut Street, Milford, Delaware 19963 (hereinafter called "Landlord"),

-AND-

DELAWARE COMMUNITY REINVESTMENT ACTION COUNCIL, INC., a non-profit corporation organized and existing under the laws of the State of Delaware, with an address of 600 S Harrison St, Wilmington, DE 19805 (hereinafter called "Tenant").

WHEREAS, City of Milford owns the building formerly known as the Milford Armory and has committed to the State of Delaware that the building will be used to benefit the residents of Milford and the surrounding area; and

WHEREAS, the Delaware Community Reinvestment Action Council, Inc. (DCRAC) provides budgeting, saving and credit training/counseling, home ownership education, and foreclosure prevention assistance that will benefit the residents of Milford; and

WHEREAS, the former Milford Armory building will more than meet the needs of the DCRAC for its programs and services and DCRAC has committed develop relationships that will bring other non-profit agencies and services, eventually fully utilizing the facility, that will also benefit the residents of Milford; and

WHEREAS, CITY has determined that bringing these services to the community and the repairs, upkeep, payment of utilities and maintenance of the main building occupied by DCRAC offset the need to charge rent during the term of this agreement;

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and intending to be legally bound hereby, the parties hereto do hereby agree as follows:

W I T N E S S E T H:

That the parties of this Lease, intending to be legally bound, hereby covenant and agree as follows:

1. **PREMISES:** In order to further the purpose of Tenant, Landlord leases to Tenant and Tenant accepts, as Tenant, the premises described as follows (hereinafter referred to as "the Leased Premises")

The non-exclusive use of the premises known as 604 North Walnut Street, Milford, Delaware 19963, also known formerly as the Milford Armory.

2. TERM AND RENEWAL: The **initial** term of this lease shall be for a period of one (1) year commencing at 12:00 o'clock a.m. on _____, 2019, and shall terminate at 11:59 o'clock p.m. on _____, 2020, unless sooner terminated as provided in this Lease. This lease shall automatically renew for an additional one (1) year term on the same terms and conditions herein contained unless Tenant provides notice of its intent to not renew at least sixty (60) days prior to the expiration of the lease term in effect at the time. If at any time during the term of this lease or any renewals thereof, Landlord decides it intends to demolish the premises, it shall give Tenant written notice of such intent to demolish, without exception. The lease term shall terminate one (1) year after such notice unless Tenant vacates the premises prior to the one (1) year period, in which case the termination shall be the date the premises are vacated.

If at such time Tenant is prepared to expand the scope of operations in the Premises, Landlord and Tenant may mutually agree to end this lease and replace with a successor lease agreement that addresses more comprehensive terms and conditions for longer term use of the Premises.

3. RENT:

- A. As consideration for the use of the premises, Tenant shall pay all utilities, custodial services, supplies, internal and external maintenance and repair expense, and insurance of any type provided in this Lease on the premises, for the entirety of the premises. As the primary tenant, Tenant agrees to manage the administration for other subtenants to share in the costs for utilities, custodial services, supplies, internal and external maintenance and repair expense, and insurance.
- B. In addition, Tenant may make improvements, subject to prior written consent of Landlord which shall not be unreasonably withheld and any necessary permits, to enable the building to serve the functional needs of Tenant. Such improvements may at a minimum include, installation / repair of heating and cooling, painting of occupied areas, installation of floor coverings in occupied areas, any roof repairs, and any plumbing or electrical repairs or improvements that are necessary for safe occupancy of the facility in accordance with applicable building codes.

4. SECURITY DEPOSIT: The parties have agreed to waive any security deposit.

5. SUBLEASE AND TRANSFER: Tenant may sublet specific spaces within the Premises, subject to the conditions below, but may not assign or otherwise transfer its leasehold interest therein.

- a. Subletting: It is understood by both parties that the Premises shall only be occupied by non-profit or not-for-profit organizations that serve the public good and meet the terms of the City's deed restriction. Tenant may sublet office space or rent use of spaces within the Premises to such organizations that fulfill this requirement and comply with the terms and conditions of the Conditional Use Permit issued by the City.

6. USE: The Leased Premises shall be used by and occupied by Tenant as a meeting and training facility fulfillment of its primary mission to ensure equitable treatment and equal access to credit and capital through consumer and financial education and counseling programs, outreach, and advocacy. Other uses that are consistent with this mission and the City's Conditional Use Permit issue are also allowed. Tenant shall not use the Leased Premises for any disorderly, illegal or immoral purposes nor commit any waste or permit any nuisance in or about the Leased Premises; nor shall Tenant do or suffer anything to be done in and about the Leased Premises which will increase the rate of insurance or jeopardize coverage of the same and if Tenant shall do any such act it shall be considered an act of default under this Lease. Tenant shall be responsible for ensuring subtenants comply with the terms of this agreement.

- a. Coordination: Tenant shall communicate with and coordinate with other users of the Armory site, including Milford Parks and Recreation and the community garden. As the primary Tenant, Tenant shall be the primary point of contact between any subtenants and the City, Milford Parks and Recreation and/or the community garden leadership.

7. ALTERATIONS AND REPAIRS: Tenant shall not make any alterations, additions or improvements without prior written consent of Landlord which shall not be unreasonably withheld. Any alterations, additions or improvements made shall become the property of Landlord and shall remain in and be surrendered with the Leased Premises at the end of the term, without disturbance, molestation or injury. All repairs and alterations shall be paid for solely by Tenant. All contractors and tradespersons will comply with all laws, ordinances and regulations applicable to such work within the leased Premises.

8. TENANT AGREEMENT: The Tenant agrees:

A. That in case of fire, flood, condemnation, structural failure, mechanical system failure or other casualty, Landlord shall not be liable for damages of any nature whatsoever sustained by Tenant, caused by or resulting from such fire, flood, condemnation, structural failure, mechanical system failure or other casualty, or by failure to restore the premises. Landlord shall not be obligated to repair the premises in the event of such failure and if the premises are uninhabitable, the Lease shall terminate immediately upon such determination of uninhabitability.

B. In the event of condemnation, Landlord shall be entitled to the full award paid by the condemnor.

C. To indemnify and hold Landlord harmless from all expense and liability by reason of any injury or damage to any person or property caused either by accident or occurrence in the Leased Premises. Tenant will obtain insurance for the Premises as provided later in this Lease and shall not be required to insure areas / activities of Milford Parks and Recreation and the Community Garden.

9. LANDLORD ENTRY: Landlord or its authorized representative, during the times used by Tenant, may enter the Leased Premises at any time without the consent of Tenant in case of emergency, and Landlord or its authorized representative may enter the Leased Premises during the times used by Tenant upon the giving of reasonable notice to Tenant in any other case. Tenant shall not unreasonably withhold consent to Landlord or its authorized representative to enter into the Leased Premises to inspect it or make the agreed upon repairs or improvements, or prohibit the Landlord from using the leased premises for its own use with prior approval from Tenant. Tenant shall not interfere with use of and access to other buildings on the site that will continue to be used by the Landlord.

10. VACATING PREMISES: If at any time, Tenant shall have vacated or ceased to occupy the Leased Premises or shall have removed all or substantially all of Tenant's possessions therefrom without having notified the Landlord, the Landlord may enter the Leased Premises and regain possession of the premises. Any property of Tenant remaining in the Leased Premises in any such event shall be deemed abandoned by Tenant and may be retained or disposed of by Landlord as provided by law.

11. QUIET ENJOYMENT: Upon Tenant's fulfilling the obligations of rent herein reserved, and by observing and performing all the covenants and provisions of this Lease to be observed and performed by Tenant, Landlord hereby warrants the quiet enjoyment of Tenant in the Leased Premises.

12. LIABILITY INSURANCE: Tenant shall immediately obtain an insurance policy at its own expense which policy shall provide for general public liability insurance in the amount of \$500,000 per person and \$1,000,000 per accident and shall name Landlord as an additional insured on said policy. Tenant shall, without demand and as of course, furnish Landlord with a certificate or certificates evidencing such insurance. Failure of Tenant to provide the certificate or certificates shall constitute an act of default under this Lease.

13. COMPLIANCE WITH LAWS.

A. Compliance with Laws. Tenant shall comply with and obey all applicable laws, ordinances, rules, regulations and requirements of the federal, state, city, or other governmental subdivision in which the premises are located, so far as the same effect the use and occupancy of the premises and the operations of the Tenant thereon.

B. Permits, Licenses and Other Approvals. Tenant shall obtain all permits, licenses or other approvals necessary to comply with this Lease. Tenant shall use due diligence to determine which permits, licenses or other approvals are required. In the event Landlord's permits, licenses or other approvals necessary for the operation of same are transferrable to Tenant, Landlord shall transfer same to Tenant to become effective on the date Tenant takes possession. All costs associated with obtaining all permits, licenses or other approvals, or the transfer thereof, shall be paid by the Tenant.

14. INDEMNIFICATION. Tenant agrees to carry insurance as previously set forth herein and to indemnify Landlord and hold it harmless from any and all loss, expense, or

claims arising out of the use of the property by Tenant, its employees, invitees, agents, students, visitors, vendors or any other person whatsoever. Landlord shall not be liable for any injury or loss on or about the property to Tenant, its employees, agents, invitees, students, vendors, licensees or concessionaires or any other person entering the property as business invitees or guests of Tenant.

15. DEFAULT AND REMEDIES:

- A. The following shall be considered acts of default:
- i. If Tenant shall make an assignment or arrangement for the benefit of creditors, or if a petition in bankruptcy, reorganization or insolvency is filed by or against Tenant, or a receiver or trustee is appointed for any of Tenant's property or if an execution is issued against Tenant.
 - ii. Failure to do any act which is required by the terms of this Lease.
 - iii. The commission of any act which is prohibited by the terms of this Lease.
 - iv. The occurrence of any other act of default which is specified elsewhere in this Lease.
- B. In the event of an act of default, Landlord shall provide written notice to Tenant of such act. Tenant shall have thirty (30) days to cure such act of default and to provide Landlord with written notice of the steps taken to cure such default.
- C. In the event of an act of default, which after due notice has not been cured, the Landlord shall have the following remedies, which shall be cumulative:
- i. Cancel and terminate this Lease by thirty (30) days written notice to Tenant or any person claiming under Tenant who shall thereupon surrender quiet and peaceable possession of the Leased Premises.
 - ii. Eject Tenant from Leased Premises, for which purpose Tenant hereby authorizes any attorney or any court of record to appear for Tenant and confess judgment against Tenant in an amicable action of ejectment, with immediate writ for possession of the Leased Premises and for damages, to include attorney's fees.
 - iii. Exercise of any other remedy which may be available at law or in equity or under the terms of this Lease. In the event of a default Landlord shall be entitled to recover, inter alia, all costs and expenses, including reasonable attorney's fees, incurred by Landlord as a result of the default and/or the institution of legal proceedings as a result thereof. Landlord shall have the authority to recover said costs and expenses.

16. NOTICE: All notices, requests, demands and other communications, including a notice to quit, required or permitted under this Lease shall be in writing, signed by or on behalf of the person giving such notice and may be served in any one of the following manners and shall be effective as of the time specified:

A. If by personal service upon Landlord or Tenant, on the date of such service when served by an adult person upon the party to receive the notice or upon an officer of the organization.

B. If by posting on the Leased Premises, on the date of posting the same in a conspicuous place on the Leased Premises (this method of service to be used only for notices, requests, demands and other communications, including notices to quit, from Landlord to Tenant).

C. If by registered or certified mail, on the date of receipt of the same as evidenced by the return receipt if signed by the party to be served on an adult member of the household or agent of the corporation or other business entity. If the same is returned by the U.S. Postal Service bearing notations such as "Refused" or "Unclaimed," service shall be deemed to have been made on the first business day following mailing of the same.

17. NON-WAIVER BY LANDLORD: No failure by Landlord to insist upon the strict performance by Tenant of any covenant, agreement, term or condition of this Lease or to exercise any right or remedy upon a breach of this Lease shall constitute a waiver of any such breach or of any such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Lease, but each and every covenant, agreement, term and condition of this Lease shall continue in full force and effect with respect to any other than existing or subsequent breach.

18. CONSTRUCTION: The language in all parts of this Lease shall in all cases be simply construed according to its fair meaning and not strictly for or against Landlord or Tenant.

19. GOVERNING LAW: If any particular term, covenant or provision of this Lease shall be determined to be invalid, illegal, void or unenforceable, the same shall not effect the remaining provisions of this Lease which shall nevertheless remain in full force and effect and said term, covenant or provision shall be deemed modified to conform with the law. This Lease shall be governed by the laws of the State of Delaware. It shall not be governed by the Landlord-Tenant Code, 25 Del.C. §5501, et seq., as amended because this is intended as a private commercial lease.

20. INTEGRATION: This Lease sets forth all the promises or representations, agreements and undertakings between Landlord and Tenant relative to the Leased Premises. There are no promises, representations, agreements or undertakings, either oral or written, between Landlord and Tenant except as set forth herein. No amendment, change or addition to this Lease shall be binding upon either party unless reduced to writing and signed by both parties. This Lease shall be binding upon Landlord and Tenant, their administrators, trustees, receivers, elected officials, officers, assigns and successors, both Landlord and Tenant being duly authorized to execute the same.

21. EXECUTION: This Lease shall be executed in two (2) counterparts and each shall be considered valid as an original for all purposes.

22. GENDER: All words herein referring to Landlord or Tenant shall be taken to be of such gender and number as the circumstances may require, and if the Landlord or Tenant be more than one person, these provisions shall be taken to bind and apply to them jointly and severally, or if a corporation, then to its successors and assigns.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease the day and year first above written.

WITNESS:

LANDLORD:

CITY OF MILFORD, DELAWARE

Attest: _____ By: _____(SEAL)
City Clerk Arthur J. Campbell, Mayor

[MUNICIPAL SEAL]

TENANT:

Delaware Community Reinvestment Action Council, Inc.

Attest: _____ By: _____(SEAL)

Its: _____

[CORPORATE SEAL]



January 25, 2019

TO: Mayor and City Council
FROM: Eric Norenberg
Ken Brown
SUBJECT: Replacement Police Station

Purpose

For many years, replacement of the current police station has been discussed and considered. Previously a site was identified and work on this project resumed in 2018. This memo reviews the status of several stages of this important project and recommends that the City Council provide approvals and authorizations as outlined at the end of this memo.

Background

The Milford Police Department is operating in a 14,000 square foot building constructed in 1978. At that time the building housed 15 sworn officers and civilians and served approximately 5,000 residents. Currently, the Police Station houses 32 police officers, 10 civilian personnel and is in operation 24 hours per day, seven days per week. During 2018, five additional officers were authorized and will join the department in the coming months. The building serves as the main administrative office for police services and the City's reporting center. The building houses chemical and special weapons, tactical equipment, criminal records, crime scene evidence, and is used as the City's main emergency operations center.

In 2011, a visual building condition analysis of the existing Milford Police building was conducted. The analysis confirmed what the Police Department and the members of the City Council Police Committee already knew, namely, that the building is inadequate in a number of areas, including:

- The building lies in the 100-year (1% annual) floodplain. Essential Buildings, such as a police station and dispatch center, should not be located in areas that might jeopardize its operability.
- There is minimal security on the site and within the building. Prisoners are walked across the main parking lot into the building through the same entrance utilized by all police department personnel. Prisoner holding cells are located off a main hallway also utilized by all department personnel.
- Male, female, and juvenile prisoners are not able to be housed separately by sight and sound which is required by law.
- Evidence Storage, limited by the existing building's lack of space, is extremely overcrowded. Chain of evidence security issues suffer due to the limited space and general overcrowding in the building.
- Visitors do not have a place to report their complaints in private and there is no space to keep parties to disputes separated during the process.

- Staff facilities, from locker rooms to training rooms, are obsolete, inadequate and undersized.
- There is no space for roll call and report writing.
- These and other deficiencies of the current police station make it impossible for the department to qualify for accreditation by the Commission on Accreditation for Law Enforcement Agencies (CALEA). Among other benefits, an agency with CALEA accreditation has lower insurance costs due to reduced risk and liability.

During the planning and evaluation in 2011, possible sites were identified and evaluated, and the decision was reached to make an offer on the property at 401 Northeast Front Street. Following negotiation of a purchase price and terms, a deposit was placed in escrow and the City Solicitor a purchase agreement. The final purchase agreement was executed in 2017.

Since 2011, City administration and Police Department staff have sought grants and state and federal assistance for various phases and aspects of the project. To date, no funding has been identified that would outright pay for any particular component of the project, except the possibility of a partial disaster mitigation grant to support removal of the old station and converting the site to flood-tolerant site. Last year outreach to our federal delegation netted recommendations to seek a USDA grant for the planning phase (later denied) and to consider USDA loan financing when the project is approved.

Meanwhile, as the staffing needs of the department continued to grow leading to a greater space crunch in the current building, the Police Department identified the possibility of purchasing 409 Northeast Front Street. This would provide temporary space for department needs and complement the larger, adjacent parcel for future police station development.

To do our due diligence, both Phase I and Phase II environmental site assessments were completed for both sites, as were title searches.

Discussion

401 Northeast Front Street (a.k.a. former Growmark) Land Purchase

This 15.8-acre site is zoned I1. This site is larger than required for the replacement police station and associated parking, storage facilities, etc. Accordingly, the scope of work for the planning and design will include engagement with members of the Police Department and residents to get feedback on the other options for developing the site that could provide income to offset some of the purchase price and development cost, while being compatible with a police use.

Our City Solicitor confirms that everything is ready to enable the City to close on the purchase of the property and the Finance Director reports that funds have been set aside since the original decision was made to purchase the land (see below).

409 Northeast Front Street (a.k.a. A1 Auto Glass) Land Purchase

This property encompasses roughly 0.56-acres and is zoned C3. The site includes a 1,500 square foot building, storage shed and a storage trailer. An appraisal was conducted and the seller agreed to accept the appraised value for the sale. The terms of the purchase included a building inspection that was completed by the City. The City's building inspector found no concerns. The Police Chief is in the process of getting quotes from design professionals for modest renovations to serve the needs of the department in the interim period.

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Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the twenty-fifth day of January in the year two thousand and nineteen.

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Milford
201 South Walnut Street
Milford, Delaware 19963

and the Architect:
(Name, legal status, address and other information)

Becker Morgan Group, Inc.
309 South Governors Avenue
Dover, Delaware 19904

for the following Project:
(Name, location and detailed description)

Milford Police Station
491 Northeast Front Street
Milford, Delaware 19963

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The Owner has provided a space needs and programming document that was prepared by Redstone and Associates, LLC, dated 10.24.2016. This report will be the baseline for the programming process, which is part of the scope outlined within our proposal (Attachment A).

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

It is our understanding the project includes the construction of a new police station for the City of Milford. The new station will be approximately 30,000 sf. with the final size determined through the programming, concept design and preliminary schematic design phases, outlined within our proposal (Attachment A).

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Cost estimates at Concept and Preliminary Schematic Design phases will be utilized to determine the Owner's project budget. These services are outlined within our proposal (Attachment A).

Init.

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§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:
- .2 Construction commencement date:
- .3 Substantial Completion date or dates:
- .4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

TBD

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

The project is anticipated to meet the requirements for the USGBC LEED Silver Certification, however the Owner has not determined if the project will pursue the certification process at this time.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Arthur J. Campbell
Mayor
City of Milford
201 South Walnut Street
Milford, Delaware 19963

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

Init.

.1 Geotechnical Engineer:

.2

(Paragraphs deleted)

Other, if any:

(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Brenden D. Frederick, AIA, LEED AP
Associate Principal
Project Manager
Becker Morgan Group, Inc.
309 South Governors Avenue
Dover, Delaware 19904

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Baker, Ingram & Associates
1050 S. State Street
Dover, DE 19901

.2 Civil Engineer:

Becker Morgan Group, Inc.
309 South Governors Avenue
Dover, DE 19904

.2 Mechanical Engineer:

DEDC, LLC
314 S. Chapel Street
Newark, DE 19711

.3 Electrical Engineer:

DEDC, LLC
314 S. Chapel Street
Newark, DE 19711

§ 1.1.11.2 Consultants retained under Supplemental Services:

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§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million (\$1,000,000.00) for each occurrence and two million (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million (\$1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and

excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than five hundred thousand (\$ 500,000.00) each accident, five hundred thousand (\$ 500,000.00) each employee, and five hundred thousand (\$ 500,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than three million dollars (\$ 3,000,000.00) per claim and five million (\$ 5,000,000.00) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 For this Phase of Work, as delineated in Attachment A; at the time the project moves forward, we will provide an additional services proposal for full design services, based upon the preliminary Schematic Design and Cost Estimate.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

(Paragraphs deleted)

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§ 3.1.7 The Architect shall provide the Owner with a complete set of CAD files at the completion of the project.

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction, or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

(Paragraphs deleted)

§ 4.2.5 If the services covered by this Agreement have not been completed within six (6) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility, as a Supplemental Service.

(Paragraphs deleted)

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights, except that the Architect assigns all rights to the Drawings and Specifications to the Owner for Owner to use in its discretion to complete the project. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. Owner agrees to indemnify and hold harmless the Architect in accordance with Section 7.3.1 as a condition of the assignment.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the

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User Notes:

(842285390)

Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between themselves. If that is not successful, either party may file to have the issue(s) resolved by a Delaware court of competent jurisdiction. Provided however, the parties agree that upon such filing they will first submit the issue(s) for resolution through the mediation procedure and process of said court before litigation proceeds.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

Litigation in a court of competent jurisdiction
(Paragraphs deleted)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

Init.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect’s option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days’ written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days’ written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days’ written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days’ written notice to the Architect for the Owner’s convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect’s termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

N/A

.2 Licensing Fee if the Owner intends to continue using the Architect’s Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner’s rights to use the Architect’s Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction’s choice of law rules.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner’s rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect’s promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect’s materials shall not include the Owner’s confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner’s promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days’ notice to the other party, when required by law, arbitrator’s order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties’ intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

| | |
|---|------------------|
| Task 001: Boundary and Topographic Survey | \$ 14,000 |
| Task 002: Programming | \$ 15,000 |
| Task 003: Concept Site / Building Plans | \$ 21,000 |
| Task 004: Cost Estimate – Concept | \$ 5,000 |
| Task 005: Preliminary Schematic Site / Architectural Design | \$ 65,000 |
| Task 006: Cost Estimate – Preliminary Schematic | \$ 5,000 |
| Task 007: Presentations | \$ 14,000 |
| Task 008: Residual Land Planning | \$ 10,000 |
| Total | \$149,000 |

(Paragraphs deleted)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

In accordance with Becker Morgan Group, Inc.’s *Standard Terms and Conditions of Agreement* (01/01/19) DE, attached as part of our proposal, (Attachment A).

§ 11.4 Compensation for Additional Services of the Architect’s consultants when not included in Section 11.3, shall be the amount invoiced to the Architect plus ten percent (10%), or as follows:
(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

(Paragraphs deleted)

(Table deleted)

(Paragraph deleted)

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Refer to Becker Morgan Group, Inc.’s *Standard Terms and Conditions of Agreement* (01/01/19) DE, attached as part of our proposal (Attachment A).

(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner’s prior written approval, the Architect’s consultants’ expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect’s consultants, except that each of the Architect’s consultants shall be required to maintain errors and omissions insurance at no additional cost to the Owner;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,

Init.

.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

N/A

§ 11.10 **Payments to the Architect**

(Paragraphs deleted)

§ 11.10.2 **Progress Payments**

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

one percent (1 %)

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

(Paragraphs deleted)

- .2 Exhibits:

[
(Paragraphs deleted)

X] Other Exhibits incorporated into this Agreement:

(Paragraphs deleted)

Attachment A

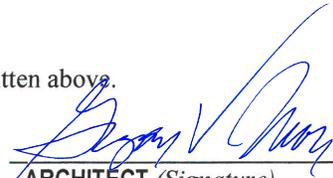
Init.

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Arthur J. Campbell
Mayor
City of Milford

(Printed name and title)



ARCHITECT *(Signature)*

Gregory V. Moore, P.E.
Vice President
Becker Morgan Group, Inc.

(Printed name, title, and license number, if required)

Init.



ARCHITECTURE
ENGINEERING

PLANNING OUR
CLIENTS' SUCCESS

January 25, 2019

Attachment A - Revised

Mr. Arthur J. Campbell
Mayor
City of Milford
201 South Walnut Street
Milford, Delaware 19963

Re **Professional Services**
MILFORD POLICE STATION
Milford, Delaware

Dear Mayor Campbell:

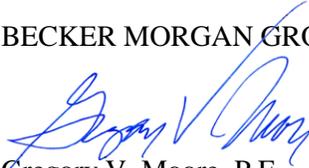
Becker Morgan Group, Inc. is pleased to have been selected to provide you with professional services proposal for the new Police Station in Milford, Delaware. We appreciate your confidence in our firm.

The attached is our understanding of the project scope and once agreed upon, will serve as Attachment A to our AIA B101-2017 Contract.

Thank you for the opportunity to be of service. Please do not hesitate to call with any questions or concerns.

Sincerely,

BECKER MORGAN GROUP, INC.


Gregory V. Moore, P.E.
Vice President

BDF/apg

enc: Proposal (11/29/18, Revised 01/10/19, Revised 01/25/2019)

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BECKER MORGAN GROUP, INC.

ARCHITECTURE & ENGINEERING

309 SOUTH GOVERNORS AVENUE
DOVER, DELAWARE 19904
302.734.7950
FAX 302.734.7965

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

PORT EXCHANGE
312 WEST MAIN STREET, SUITE 300
SALISBURY, MARYLAND 21801
410.546.9100
FAX 410.546.5824

ARCHITECTURE & PLANNING

3333 JAECKLE DRIVE, SUITE 120
WILMINGTON, NORTH CAROLINA 28403
910.341.7600
FAX 910.341.7506

www.beckermorgan.com

Proposal / Agreement

Professional Services

MILFORD POLICE STATION

Milford, Delaware

Project Scope

It is our understanding this project includes the construction of a new police station for the City of Milford, Delaware. The new police station will be approximately 30,000 GSF, with the exact size determined through the design process described herein. The initial professional services effort required includes sufficient planning and design to determine the size, function, and appearance of the proposed police station and use for the adjacent land. This planning and design will yield realistic budgets for construction and graphic products suitable for public presentation. Our services will include internal design meetings with City Council, City Staff and Police Personnel to develop the concept designs. The work product will allow the City of Milford to hold a referendum on funding. Once a funding mechanism is established, the City will complete the project design using this work effort as the basis of design. The typical design process includes five (5) phases; they are: Concept, Schematic, Design Development, Construction Documentation and Bidding/Construction Phase. This proposal provides service through Phase Two - Schematic. The AIA B101 Standard Form of Agreement will allow this initial work to progress into Design Development, Construction Documentation and Construction Phase services if the City of Milford so desires.

The parcel for the new station is identified as MD-160183.07-01-65.00-000, is approximately 15.8 acres and zoned I1 within City of Milford jurisdiction. The City has also purchased an adjacent parcel, 56.00, of approximately 0.58 acres and zoned C3 within City of Milford jurisdiction. Becker Morgan Group, Inc. will provide the services necessary to survey the property, develop both building and site programming, develop conceptual and schematic level designs, as well as cost estimates at both milestones. Additionally, we will create graphic presentation materials for your use, as well as concept land planning for the residual lands on the parcel not needed for the police station facility.

The City of Milford was provided a space needs study for the police department by Redstone Architects, updated 10/24/16. We will utilize that report as the basis of our initial assessment and update the 2016 report as appropriate.

It is our understanding the City has engaged a public relations firm to help build public support and make presentations for the project. In addition to the internal design meetings, our work will include coordination and support for the public relations firm in the form of graphic presentation materials, as well as four (4) presentations before the public. We have included the creation of a 3-dimensional rendered model of the proposed building, as well as a rendered site plan. If your PR firm requires additional support, we will charge that as an Extra Service.

Based on our understanding of the project, we offer the following scope of services.

Services Scope

The scope of design services varies greatly with Public Safety type projects - from a few hours of consultation to comprehensive services. Comprehensive architectural services for this type of project will normally range between 6%-8% of the total project cost, and include the following design disciplines:

- Architecture
- Engineering (Civil, Structural, Mechanical, Electrical)
- Landscape Architecture
- Interior Design (Finishes and Furnishings)

These services are best rendered in phases and we propose the complete these initial services per your RFP, in order to develop the project parameters in preparation for a forthcoming referendum to secure full project financing.

Task 001: Boundary and Topographic Survey

We will perform a boundary survey of the parcels described above. We will locate any visible monuments and perform deed research to determine the properties extents. The boundary survey will be performed in accordance with Delaware State Survey Standards. The boundary survey will be on Delaware State Plane Horizontal (NAD83) Coordinate System. Upon completion of the boundary survey, we will set additional monuments as necessary. Upon completion of fieldwork, we will provide a signed and sealed boundary survey drawing.

We will perform a topographic survey. The topographic survey will locate existing structures, roadways/paved areas, visible or marked utilities, trees, and other existing conditions necessary to prepare a topographic base plan for the parcels. A topographic base plan will be prepared showing the existing boundaries of the property along with all field surveyed information along with contours at one-foot intervals and spot grades. The topographic survey will be on Vertical datum (NAVD88). Our survey will be based on the required data needed for site plan design. The City of Milford Public Works Department will provide utility as-built drawings to supplement Miss Utility markings. Private locator services are excluded from this proposal.

Task 002: Programming

Using the Redstone report as a starting point, our team will visit and tour the existing station and conduct a preliminary review of the pros and cons of the existing facility and its operation. We will gather and review available documentation on the existing facilities and then conduct preliminary programming meetings, where we will meet and interview your departments and discuss adjacencies and space needs. The information gathered in the meetings will be compiled into a space needs evaluation spreadsheet document in tabular form, containing detailed square feet.

Task 003: Concept Site / Building Plan

We will then conduct a two (2) day space planning charette (intense on-site meeting with decision makers) that will determine space needs (inclusive of space type, number of occupants, square foot size, individual space needs, spatial arrangement/adjacencies). Based on the information from the programming phase and charette, we will provide a conceptual building plan. We will test fit the conceptual building plan onto the site using survey data gathered. We will also determine the parameters of the site dedicated to the police station and identify residual lands for other uses. The plans will depict the general layout of the site, including building footprint, parking areas, walkways, yard layout, preliminary stormwater management areas, and site entrances. We will begin developing conceptual elevations and identifying possible materials for the building. The plan will be digitally prepared. Our fee includes preparing one (1) conceptual plan and one (1) revision. If additional conceptual plan revisions are necessary, additional fees may be required.

Task 004: Cost Estimate - Concept

Based on the Concept Building and Site Plan, we will develop a preliminary magnitude of construction cost for the project. This is only intended to be a preliminary estimate of costs for discussion purposes. Detailed cost estimates will be developed during Schematic Design and again in the Construction Documents Phases.

Task 005: Preliminary Schematic Site / Architectural Plans

We will develop Schematic Plans as follows:

- Develop a schematic site plan, working in conjunction with the Architects to establish a viable access and circulation to the building. This proposal assumes that one (1) revision may be required for final plan approval.
- Prepare a code review to determine the effect of applicable codes on the site design.
- Develop parking, site circulation, entrances, stormwater management facilities, utility access, etc. The proposal is based on one (1) revision to the site plan for final Client approval. It is our understanding the site will be based upon the concept design renderings previously developed for this project.
- Establish all site construction systems.
- Make a preliminary landscape plan.
- Develop a schematic floor plan working in conjunction with the Civil Engineers to establish a viable size and arrangement. This proposal assumes that one (1) revision may be required for final plan approval.
- Prepare a code review to determine the effect of applicable building and life safety codes on the building design.
- Develop exterior building elevations of the building, describing the character and expression of the building. The proposal is based on one (1) revision to each of the elevations for final Client approval.
- Establish primary building and construction systems.
- Make preliminary selection of exterior materials.
- Attend one (1) kickoff meeting and three to four (3-4) Client review meetings during this phase.

Task 006: Cost Estimate – Preliminary Schematic

We will revise the concept cost estimate based on the schematic building and site plans. These estimates will be more accurate and detailed than the concept cost estimate and will be appropriate for public release as a construction cost estimate.

Task 007: Presentations

Based on the preliminary schematic building and site plans, we will develop 3-dimensional renderings of the building and site concept. A video will also be produced showing a fly-around of the proposed building. In coordination with your public relations firm, we will make four (4) public presentations of the project: two (2) before design charrette working groups to develop plans for the entire parcel, and two (2) before interested stakeholders to discuss solutions and cost estimates. During these public presentations, we will be available for questions and discussion, as needed.

Task 008: Residual Land Planning

The site will not be entirely used for the construction of the police station. We will provide concept land planning services to create a plan for the residual acreage not used by Milford Police. Our services include providing three (3) concept land plans:

- One will show the police station at the rear of the property, with commercial strip retail center along NE Front Street.
- Another will show the police station at the front along NE Front Street with residential lots shown toward the rear of the site.
- The final concept will show the police station with a community use, such as playground, park or other public use.

We will incorporate each of the concepts into an overall property land plan that can be used as part of the graphic presentation.

We will provide the above-described services on a fixed fee basis in accordance with our *Terms and Conditions of Agreement (01/01/18)*, with an amount of:

| | |
|--|------------------|
| <u>Task 001: Boundary and Topographic Survey</u> | \$ 14,000 |
| <u>Task 002: Programming</u> | \$ 15,000 |
| <u>Task 003: Concept Site / Building Plan</u> | \$ 21,000 |
| <u>Task 004: Cost Estimate – Concept</u> | \$ 5,000 |
| <u>Task 005: Preliminary Schematic Site / Architectural Design</u> | \$ 65,000 |
| <u>Task 006: Cost Estimate – Preliminary Schematic</u> | \$ 5,000 |
| <u>Task 007: Presentations</u> | \$ 14,000 |
| <u>Task 008: Residual Land Planning</u> | \$ 10,000 |
| Estimated Total | \$149,000 |

The above services shall be the minimum level recommended to achieve your objectives and determine a project budget.

Exclusions

- Regulatory Matters*: Variances; Exceptions; Amendments; Hearings; Review Meetings
- Surveying*: Subdivision Plats; Recordation; Agency Reviews; ALTA/ACSM Surveys; Recordation Drawings; As-Built Surveys; Construction Stake Out Services
- Studies*: Traffic; Community Impact Statements; Feasibility
- Environmental: Phase 1 and Phase 2 Studies; Forest Conservation Compliance*; Wetlands Delineation and Permitting*; Critical Areas Compliance*
- Engineering: Geotechnical (Soil Borings and Recommendations); Life Safety; Technology and Telecommunications
- Design of any Off Site Improvements or Utility Extensions to the Site*
- Design*: Interior Design [Furniture, Fixtures and movable Equipment (FF&E) Specification and/or Procurement; FF&E Color Coordination; Window Coverings]
- Other Consultants: Acoustical; Cost Control; Food Service; Building Envelope; Roofing; Scheduling
- Graphics*: Models; Project Signage;
- Fees: Filing; Review; Permits; Agency Approvals; Bonds
- Reproduction: Printing of Construction and Bid Sets of Drawings and Specifications
- Coordination of Owner/Tenant Provided Materials or Services

* Becker Morgan Group, Inc. has personnel qualified to perform these services as required.



ARCHITECTURE
ENGINEERING

January 25, 2019
Milford Police Station
Page 6 of 6

Agreement Terms

Reimbursable items such as printing, mileage, shipping, etc. are not included in our fee, and will be billed separately. The attached *Terms and Conditions of Agreement* documents contract terms, and is hereby incorporated into this agreement. If this proposal is acceptable as written, please sign and return the original to our office.

Thank you for the opportunity to be of service.

BECKER MORGAN GROUP, INC.

Gregory V. Moore, P.E.
Vice President

Brenden D. Frederick, AIA, LEED AP
Associate Principal

BDF/apg

City of Milford
Arthur J. Campbell

Accepted: _____

Title: _____

Date: _____

enc: *Terms and Conditions of Agreement* (01.01.19) DE

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**TERMS AND CONDITIONS OF AGREEMENT
For Professional Services**

Scope of Project and Services

See attached proposal/letter of agreement. All references herein to A/E means Design Professional - Architect, Engineer, Landscape Architect, Surveyor, or Interior Designer.

Fixed Fee Projects

Billings are based upon the percentage of completion of each phase of services.

Hourly Rate Schedule

Compensation for hourly services:

| | |
|--|--------------------|
| Project Support | \$ 40 - 125/hr |
| Technician | \$ 45 - 100/hr |
| Designer/Senior Designer | \$ 60 - 125/hr |
| Architect/Engineer/Interior Designer/Landscape Architect & Surveyor | \$ 90 - 150/hr |
| Senior Architect/Engineer/Interior Designer/Landscape Architect & Surveyor | \$100 - 150/hr |
| Associate | \$100 - 160/hr |
| Senior Associate | \$135 - 175/hr |
| Associate Principal | \$170 - 200/hr |
| Principal | \$195 - 225/hr |
| 2 Man Survey Field Crew | \$170/hr |
| Expert Witness | 1.5 x billing rate |

Rates subject to change each January.

Any consultants required and authorized by the Owner will be billed at cost plus ten (10) percent.

Estimated Fees

Fee estimates are valid for sixty (60) days. Where an estimated total is given for hourly work, it shall not constitute an upset figure, but is provided to assist in project budgeting only.

Initial Payment

Services commence when the Owner's authorization is received with the initial payment, which will be applied to the final invoice.

Invoices

Invoices are sent monthly for services performed. Payment is due upon receipt. A late charge will be added thirty (30) days after the invoice date at 1.5% per month simple interest.

Reproduction Expenses

In-house reproduction expenses incurred in the interest of the project will be billed as follows:

| Plots | Size | Regular | Color |
|-------------|---------|---------|---------|
| | 18x24 | \$ 5.00 | \$10.00 |
| | 24x36 | \$10.00 | \$15.00 |
| | 30x42 | \$15.00 | \$20.00 |
| Photocopies | 8½ x 11 | \$.15 | \$.50 |
| | 8½ x 14 | \$.20 | \$.75 |
| | 11x17 | \$.25 | \$ 1.00 |
| Prints | 18x24 | \$ 2.00 | |
| | 24x36 | \$ 3.00 | |
| | 30x42 | \$ 4.00 | |

Reimbursable Expenses

Other expenses incurred in the interest of the project (travel, toll communications, postage, delivery, photographs, engineering or other consultants, renderings, models, etc.) will be billed monthly at cost plus ten (10) percent.

Government Agency Fees / Approvals

The owner shall pay directly (outside of Becker Morgan Group, Inc.'s fees and reimbursables) for all of the following governmental charges, including but not limited to: application fees, review fees, permit fees, plat recordation, governmental charges, impact fees, front footage assessments, water flow and pressure test, tap-in fees, bonds, transfer taxes, etc. Owner should investigate and budget these items in their total project development soft costs. Owner acknowledges that the approval process necessary to estimate or maintain a project timeline is both unpredictable and outside of the A/E's control. A/E does not guarantee approvals by any governing authority or outside agency, nor the ability to achieve or maintain any project timeline.

Additional Services

Services beyond those outlined in the attached Scope of Work, including for revisions due to adjustments in the scope, budget or quality of the project, for redesign of previously approved drawings, and for additional Construction Phase services, will be billed at hourly rates above or at fixed fees.

Change of Scope

All fees are subject to renegotiations if the original scope of service is changed or if services are not completed within two (2) months of the project's projected completion date indicated in the proposal.

Early GMP or Design / Build

If Owner solicits early GMP or Design / Build proposals based upon work-in-progress drawings or prior to A/E's receipt of, and response to, permitting comments, Owner acknowledges that any cost scheduling information resulting for such solicitations or procurement necessary will be subject to revision until the Construction Documents are finally completed and issued for construction, including all addenda. Any services required to highlight drawing changes associated with early GMP or Design / Build proposals shall be compensated as an Additional Service.

Fast-Track or Phased Project Delivery

If Owner requests or requires fast-track design services or early or phased construction document packages, Owner assumes the elevated risk that the design services and/or phased construction document packages will have errors, omissions or incomplete coordination. Accordingly, A/E shall have no liability to Owner with respect to fast-track design services or early or phased construction packages absent gross negligence on the part of the A/E.

Betterment

In the case of design errors or omissions that lead to an increase in the cost of construction, A/E shall have no liability to Owner for the portion of such cost increase that represents betterment or value added to the project.

Third-Party Beneficiaries

Neither the Contractor nor any other person or entity, apart from the Owner and A/E, are intended beneficiaries of the A/E's services. A/E does not warrant or represent that its services or the Construction Documents will be free from errors, omissions or ambiguities. Owner shall inform all prospective contractors and construction managers, in writing, that A/E makes no representation whatsoever to any prospective contractor, trade contractor or construction manager regarding the quality, completeness or sufficiency of the Construction Documents, for any purpose whatsoever.

Design Without Construction Review

It is agreed that if the professional services of the A/E do not extend to or include the review submittals, RFI's, and site observation of the contractor's work or performance,

the Owner will defend, indemnify and hold harmless the A/E from any claim or suit whatsoever, unless A/E is adjudicated to be solely at fault in connection with the claim or suit. Such claims shall include, but are not limited to payments, expenses or costs involved, arising from or alleged to have arisen from the contractor's or Owner's performance or the failure of the contractor's work to conform to the design intent and the contract documents.

Please note: Delaware Code Title 24 – Chapter 3 mandates an A/E is required for "construction contract administration services". If Becker Morgan Group, Inc. is not hired to provide these services, we are required by law to file a Construction Contract Administration Services Provider Change Form with the appropriate officials designating who will be providing the required services directly for the Owner.

Ownership of Documents

All documents (drawings, sketches, reports, etc.) prepared as instruments of service shall remain the copyrighted property of the A/E and are specific only to this project, Owner, and this Agreement. Work which is furnished, but not paid for, will be returned to the A/E and will not be used for any purpose by the Owner until payment in full is rendered. Owner agrees to indemnify, defend and hold A/E harmless for all claims arising out of Owners reuse, misuse, modification or assignment of A/E's instruments of service. This provision shall survive termination of this Agreement.

Insurance

The A/E is protected by Workmen's Compensation, Professional Liability and Standard Public Liability Insurance. The A/E will not be responsible for any loss, damage or liability arising from Owner's negligent acts, errors or omissions or those by Owner's consultants, contractors, and agents or from those of any person whose conduct is not within the A/E's contractual responsibility.

Risk Allocation

Owner and A/E have discussed the risk, rewards and benefits of the project and the A/E's total fee for services. The risks have been allocated such that the Owner agrees that to the fullest extent permitted by law, A/E's total liability to Owner for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes, shall not exceed the total fee or \$50,000, whichever is greater. Such causes include, but are not limited to design professional's negligent errors, omissions, or breach of contract. This limitation of liability may be increased up to the limits of A/E's insurance coverage available to pay for said increased liability only if a mutually agreed increase in A/E's fees is negotiated and set to this or written amendment executed by both parties.

Termination of Agreement

This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. This Agreement may be terminated by the Owner upon at least seven (7) days written notice to the A/E in the event the Project is permanently abandoned. In the event of termination not the fault of the A/E, the A/E shall be compensated for all services performed to termination date together with Reimbursable Expenses then due.

Environmental Hazards / Subsurface Conditions

The A/E does not perform services related to the identification, containment or removal of asbestos, hazardous waste, or any other environmental hazards, nor will it assume liability for any damages or costs related to these materials. Unless specifically included under A/E's scope of services, A/E assumes no liability for geotechnical engineering or any other analysis or testing of subsurface conditions (including soils and the location of any utilities or structures not visible on the surface).

Nonpayment/Work Stoppage

The A/E reserves the right to stop work on the project upon ten (10) days written notice to Owner for non-payment and withdraw any permit documents. A/Es stoppage of work shall be without liability for consequential or other damages resulting from the stoppage. Restart on the project after thirty (30) days of stoppage will require payment of additional fees.

Standard of Care

The Owner acknowledges the inherent risks associated with construction. In performing professional services, the A/E will use that degree of care and skill ordinarily exercised under similar circumstances by competent licensed A/E in the jurisdiction where the project is located. Under no circumstances shall any other representation (express or implied) or any type of warranty or guarantee be included or intended by the A/E during the completion of its services under this Agreement.

Successors & Assigns

The Owner and the A/E bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

Affidavits / Certifications

Any affidavits or certifications required by government agencies, lenders, or others shall be written to include language acceptable to the A/E. The Owner shall not require certification that would require knowledge or assumption of responsibilities beyond the scope of this agreement.

Miscellaneous Provisions

Unless otherwise specified, this Agreement shall be governed by Delaware Law. Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

Collection

If it is necessary to enforce collection on any amount past due under this agreement, the A/E shall be reimbursed for all legal and other reasonable costs related thereto, including (33%) attorney's fees, court costs, administrative time and other collection costs.

Certificate of Merit

The Owner shall make no claim (whether directly or in the form of a third party claim) against the A/E unless the Owner shall have first provided the A/E with a written certification executed by a licensed professional in the State of Delaware, specifying each and every act or omission which the certifier contends constitutes a violation of the standard of care expected of an A/E performing professional services under similar circumstances. Such certificate shall be provided to the A/E thirty (30) days prior to the presentation of any such claim.

Frivolous Suit or Counterclaim

In the event the Owner makes a claim (or counterclaim) or brings an action against the A/E for any act arising out of the performance of the services hereunder, and the Owner fails to prove

such a claim or action, then the Owner shall pay all legal and other costs incurred by the A/E in defense of such claim or action.

Electronic Media

If electronic media of project files are requested, the Owner or requesting party must sign an Electronic Media Release Form, plus remit \$200.00 per file, plus printing costs per sheet for one (1) record set for Owner and one (1) set for A/E.

Privity of Contract

Owner agrees that any claim against A/E will be based solely on breach of contract and Owner also agrees that any contract by the Owner with any contractor for work on the project shall specifically state that "Contractor shall make no claim against A/E for the project and Contractor's sole basis for claim shall be breach of contract against the Owner regardless of whether such claim is based on any alleged error or omission of the A/E." Contractor also agrees to place such a clause as this in all its agreements with any subcontractors for the project restricting their right to recovery to breach of contract against the contractor.

Repose

As between the parties to this Agreement, any applicable statute of limitations or repose will begin to run, and any cause of action will have accrued, not later than the date of the last invoice sent to Owner by A/E for project services performed. In no event shall Owner be permitted to make any claim against any party, including third parties not in a privity with this Agreement, after four (4) years from the date of substantial completion of the project or the date of the final payment to A/E for this project, whichever event occurs earliest (referred to as the date of repose), whether the basis of any claim is known or discovered before or after that date of repose.

Publicity

All publicity developed for this project will credit Becker Morgan Group, Inc. as the Architects/Engineers, as appropriate.

January 1, 2019

Becker Morgan Group, Inc.

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City of Milford
Ordinance Review

NOTICE IS HEREBY GIVEN that the following Ordinance is under review by Milford City Council:

ORDINANCE 2019-06

CODE OF THE CITY OF MILFORD
PART I-ADMINISTRATIVE LEGISLATION
CHAPTER 55
PERSONNEL

WHEREAS, the City of Milford enacted a Personnel Code, Chapter 55, to govern personnel practices for all City of Milford employees; and

WHEREAS, the Personnel Code contains an Employee Policy Manual intended to familiarize employees with important information about the City's rules, practices and procedures, as well as information regarding their own privileges and responsibilities; and

WHEREAS, the Employee Policy Manual contains an Alcohol & Drug-Free Workplace policy intended to maintain a safe and healthy work environment; and

WHEREAS, the Milford City Council intends to conduct preemployment drug testing, random drug testing of safety sensitive employees working in the Police, Public Works and Parks and Recreation Departments, or reasonable suspicion drug testing to protect the safety and well-being of the general public and staff of the City of Milford.

NOW, THEREFORE, THE CITY OF MILFORD HEREBY ORDAINS:

Section 12.5: Alcohol & Drug-Free Workplace, of the Employee Policy Manual contained within the Personnel Code, Chapter 55, is hereby amended by making insertions as shown by underline as follows:

The goal of this policy is to maintain a safe and healthy work environment. The successful implementation of this policy will also enable the City to provide quality service to the public by maintaining efficiency and productivity. The use of illegal drugs and/or the misuse of alcohol or legal drugs are inconsistent with this goal.

~~The City of Milford does not permit the use of illegal drugs by employees or the misuse of alcohol, the sale, purchase, transfer, trafficking, use or possession of any illegal drugs, or arrival or return to work under the influence of any drug (legal or illegal) or alcohol to the extent that job performance is affected. Use of prescription drugs are only permitted when prescribed by a physician who has determined that the substance will not adversely affect the employee's ability to safely perform his or her duties. Specific requirements and implementation procedures are detailed in the Drug-Free Safety Program Policy, and the City requires full compliance with said policy.~~

12.5.A Definitions

Definitions for this section are included in Section 1 of this manual.

12.5.B Prohibited Activities

Employees are prohibited from engaging in the following activities:

1. Using, possessing, buying, selling, manufacturing or dispensing an illegal drug (to include possession of drug paraphernalia).
2. Being under the influence of alcohol or illegal drugs, as defined in this policy, at any point.
3. The operation of any City vehicle in violation of the guidelines set forth in this policy.
4. The refusal to submit to an alcohol or drug test as defined and required by this policy.

The appropriate law enforcement agency will be notified of any sale, distribution or possession of any illegal substance by an employee at any time.

While use of medically prescribed or some other legal medications and drugs is not a violation of this policy, when such drug use adversely affects job performance, the employee will be required to use sick leave or take a leave of absence. Failing to notify an employee's supervisor before beginning work, when taking medications or drugs which may interfere with the safe and effective performance of duties by a City employee, may result in disciplinary action up to and including termination. Such actions will constitute violation of the City of Milford's Employee Policy Manual. When an employee's driver's license is suspended due to alcohol or drug use and driving is required by the employee's job description, the employee is subject to disciplinary action as described in Section 11.1.

12.5.C Testing

1. Pre-employment
 - a. Each individual who has been conditionally offered employment with the City of Milford will be required to take a drug test as a condition of employment.
 - i. The offer of employment may be withdrawn from any individual whose test reveals the presence of a controlled substance
2. Random
 - a. Each employee who is assigned to a position which requires the possession of a CDL or who falls under the category as "safety sensitive" as defined by the Appointing Authority, may be tested for alcohol content and for the use of controlled substances.
 - b. Such test shall be conducted on a random, unannounced basis quarterly and in accordance with this policy.
3. Reasonable Suspicion
 - a. The request to undergo a reasonable suspicion test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odor. These observations may include indications of the chronic and withdrawal effects of controlled substances as defined by the Federal Motor Carrier Safety Administration (FMCSA). Two trained supervisors must witness the conduct and be trained in the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances.
4. Post-Accident

- a. Each employee who operated a City vehicle while it was involved in a traffic accident which resulted in the loss of human life or the issuance of a traffic citation shall be tested for alcohol content and for the use of controlled substances.

12.5.D Testing Procedures

All testing required by this policy will be conducted in accordance with the Omnibus Transportation Employee Testing Act of 1991. The testing will only be conducted by certified, qualified individuals who are either employed by a contractor hired by the City for this purpose or are sworn, law enforcement personnel. To ensure accuracy, employee's must be tested immediately following reasonable suspicion or post-accident as described above.

Testing will be done for the following substances, however not limited to:

- Marijuana (THC)
- Cocaine
- Amphetamines and methamphetamine
- Opioids
- Phencyclidine (PCP)

Refusal by an employee to cooperate or submit immediately to an alcohol and/or drug test when requested by management, will constitute insubordination and is cause for disciplinary action in accordance with 11.1 of this manual.

12.5.E Payment

1. The City shall pay the cost of testing for alcohol and controlled substances.
2. The employee shall pay the cost of any confirmation test requested by the employee to deny the use of a controlled substance if the results of the initial test are positive. If the results of the confirmation test are negative, the City shall pay the cost of the confirmation test.
3. The City shall not pay the cost of evaluating, counseling or rehabilitation which may be required by the Omnibus Transportation Employee Testing Act of 1991.

12.5.F Positive Tests

Confirmation of drug or alcohol use or abuse will result in disciplinary action in accordance with Section 11.1 of this manual. Two disciplinary actions relating to drug or alcohol use may be cause for termination.

Discipline for being under the influence of alcohol or nonprescribed controlled substances during non-job-related activities will be based on the employee's work history, previous disciplinary actions and previous identification of substance use problems.

- a. Employees who test positive, or otherwise violate this policy, will be subject to discipline, up to and including termination. Depending on the circumstances, the employee's work history/record and any state law requirements, the City of Milford may offer an employee who violates this policy or tests positive the opportunity to return to work on a last-chance basis pursuant to mutually agreeable terms, which could include follow-up drug testing at times and frequencies, established by the City. These follow-up tests will be determined by

Revised: 1/22/19

the Human Resources Administrator and Department Head and will take place for a minimum of one year but not more than two years. A waiver of the right to contest any termination resulting from a subsequent positive test will also be provided. If the employee either does not complete the rehabilitation program or tests positive after completing the rehabilitation program, the employee will be immediately discharged from employment.

Section 2. Dates.

City Council Introduction: 01/28/19

City Adoption:

Effective:

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

A complete copy of the Code of the City of Milford is available by request through the City Clerk's office or by accessing the city website at www.cityofmilford.com.

City of Milford PUBLIC NOTICE

The following ordinance is under review by Milford City Council:

ORDINANCE 2019-07

WHEREAS, in 2016, the City of Milford desires to adopted an ordinance to provide procedures for the consideration of economic development incentives and the use of economic development tools; and

WHEREAS, the State of Delaware raised the minimum threshold for small Downtown Development District (DDD) projects from \$15,000 to \$25,000; and

WHEREAS, to be consistent with the State of Delaware in the consideration and review of new development or redevelopment within the City of Milford, it is appropriate to adopt Ordinance 2019-07.

NOW THEREFORE, THE CITY OF MILFORD HEREBY ORDAINS:

Section I.

Chapter 19 - ECONOMIC DEVELOPMENT AND REDEVELOPMENT

Section II.

Article II, is hereby amended to read as follows (new language will be bold and underlined and deleted language will be stricken through):

ARTICLE III - Specific Economic Development Incentive Programs

An applicant for economic incentives under this chapter must apply for and meet the conditions of one of the SEDIP programs available under this Article III.

§ 19-8. - Greater Milford Business Complex Incentive Program.

§ 19-9. - Downtown Development District Incentive Program.

A. Eligibility.

(1) Eligible Projects shall include any new residential or commercial construction, redevelopment, or expansion within the Downtown Development District and meet the following criteria:

(a) Is located within the target area; and

(b) The fair market value of the materials to be used and the labor to be performed on the project exceeds the ~~sum of \$15,000~~ **minimum investment amount required by the State of Delaware Downtown Development District Rebate Program**; and

- (c) Is for commercial, office, and/or residential use; and
 - (d) Conforms to the intent of this ordinance.
- (2) In order for a residential use to be an eligible project, the object of the construction or renovation must be a dwelling unit as defined in the City of Milford zoning ordinance. Construction or renovation of an accessory building as defined in the City of Milford zoning ordinance shall not be eligible for development incentives.

Section III.

Dates:

Introduction: January 28, 2019

Adoption: February 11, 2019

Ordinances are effective ten days following adoption by City Council.



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF STATE PLANNING COORDINATION

January 10, 2019

Mr. Rob Pierce
Director of Planning and Economic Development
City of Milford
201 S. Walnut Street
Milford, DE 19963

RE: DDD Incentive Ordinance - technical amendment request

Dear Mr. Pierce, *Rob*

We have received your request to amend Milford's local incentive ordinance via your email on December 20, 2018. The amendment requested would delete the specific dollar amount from the threshold to qualify and replace it with language that ties qualification to the minimum investment required by the State DDD Rebate Program. As you noted in your email, the minimum investment required for the DDD Rebate Program does change from time to time, necessitating this amendment.

Our office has no objections to this DDD Incentive Amendment. This is a technical correction to the ordinance that will have no effect on the actual incentives available to investors in the District. There is no need for this amendment to be reviewed by the Cabinet Committee on State Planning Issues. This letter represents the approval to amend the language as described.

Please forward us the revised ordinance once it is adopted by Milford City Council. Do not hesitate to contact me if you have any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Constance C. Holland".

Constance C. Holland, AICP
Director

cc: Karen Horton, DSHA

Edgell, David (OMB)

From: Pierce, Rob <rpierce@milford-de.gov>
Sent: Thursday, December 20, 2018 3:51 PM
To: Edgell, David (OMB)
Subject: FW: Fall 2018 DDD Funding Round

David,

Our local incentive ordinance references a minimum investment of \$15,000 to qualify for local waivers. Can we change our language to state "the minimum investment level required by the State of Delaware DDD guidelines" instead without going to the Cabinet Committee?

Rob

From: Pierce, Rob
Sent: Thursday, December 20, 2018 2:49 PM
To: 'Penny A. Pierson' <Penny@destatehousing.com>
Subject: RE: Fall 2018 DDD Funding Round

Penny,

Our incentive ordinance states \$15,000 as a minimum investment level to qualify for local incentives. Can we change this to \$25,000 without the Cabinet Committee's approval?

Rob

From: Penny A. Pierson [<mailto:Penny@destatehousing.com>]
Sent: Thursday, November 1, 2018 5:31 PM
To: Penny A. Pierson <Penny@destatehousing.com>
Cc: Susan R. Eliason <Susane@destatehousing.com>; Karen E. Horton <KarenH@destatehousing.com>
Subject: Fall 2018 DDD Funding Round
Importance: High

Good afternoon everyone,

Attached are the updated guidelines for the DDD Rebate Program for Fall 2018 funding. Just wanted to point out a few changes to the program, some of these may require you to update your website and/or handouts.

- The Small Project minimum investment has been changed from \$15,000 to **\$25,000** in an effort to attract more transformative projects.
- Small Project Lite-Reservations have been extended from 6 months to **9 months**.
- Appendix B (Costs by Line Item) has been reformatted in an effort to provide better examples of eligible versus ineligible costs.

In addition to the above changes, we have updated some of the language throughout the guidelines to provide more clarity.

If you have any questions, please let me know.

Thank you,