

# City of Milford



## **CITY COUNCIL AGENDA Monday, September 28, 2020**

*In accordance with the State of Emergency Declaration issued by Governor John Carney that became effective on March 13, 2020, and as extended, all public meetings of the City of Milford shall be conducted electronically through Zoom until further notice to prevent unnecessary public gatherings.*

*This meeting is available for viewing by the public by accessing the following link:*

*<https://zoom.us/j/98245909037?pwd=SUNBbFpHajFveVkvZUVYL2k1Mnl4QT09> Passcode: 990738 Members of the public may also dial in by phone using the following number: 1 312 626 6799 Webinar ID: 982 4590 9037 Passcode: 990738*

*Public Comments are encouraged on the items as noted on the agenda and must be submitted via email to [cityclerk@milford-de.gov](mailto:cityclerk@milford-de.gov) no later than the start of the meeting. Attendees may also alert the City Clerk that they wish to speak at the appropriate time by submitting their name, address, and agenda item on which they would like to comment via the Zoom Q&A function or using the Raise Your Hand function during the meeting.*

*All public comments received will be read into the record at the meeting.*

**6:30 P.M.**

### **WORKSHOP**

DEMEC Presentation  
President/CEO Patrick McCullar

**7:00 P.M.**

### **COUNCIL MEETING**

Call to Order - Mayor Archie Campbell

Invocation

Pledge of Allegiance

Recognition

New Employee Introduction/Solid Waste Operator/Collector

Proclamation 2020-16/Dysautonomia Awareness Month

Proclamation 2020-17/National Customer Service Week

Proclamation 2020-18/Public Power Week

Public Hearings ☉:

ORDINANCE 2020-23  
Code of The City of Milford  
Part II-General Legislation  
Chapter 88-Building Construction

Resolution 2020-24/Planning & Economic Development Department Fee Schedule

ORDINANCE 2020-24

1st State Self Storage OZ, LLC on behalf of Savannah Ventures, LLC for a Conditional Use to allow a business use that will not adversely affect neighboring properties, and to allow a dwelling other than single-family with a maximum density of 12 units per acre on 9.0 +/- acres in a C3 Zoning District. Property is located along the east side of S DuPont Blvd approximately 350 feet south of the Route 14 intersection, addressed as 11 S DuPont Blvd, Milford, Delaware. Present Use: Vacant; Proposed Use: Self Storage building with manager's office/residence. Tax Map: MD-16-183.09-01-58.00

Communication & Correspondence

Unfinished Business

Authorization/Lease/Children & Families First Inc./518 N Church Street

New Business

Appointment/Parks & Recreation Advisory Board/Ian Wright

Adoption/Resolution 2020-25 Trick or Treat Event ☉

Adoption/Resolution 2020-26 Authorizing Reimbursement Expenses<sup>1</sup> ☉

Adoption/Resolution 2020-27/Sewer Fee Schedule/Adds Aid-in-Construction Fee for Route 30 SE Regional Pump Station<sup>1 3</sup> ☉

Authorization & Funding/City Facilities/City Hall Basement Fit-Out Ph II Project<sup>3</sup>

Additional Funding/City Facilities/Public Works HVAC Project<sup>3</sup>

MPD Special Borrowing Referendum Update & Recommendation/Chief Brown

MPD Behavioral Health Unit<sup>2</sup>

Adjournment

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.

071620 073020 081020 081820 091420 092120

<sup>1</sup>092220 Late Info Received from City Manager

<sup>2</sup>092220 Late Info Requested by Councilman James

<sup>3</sup>092420 Item renamed for clarification

092520 Item Removed



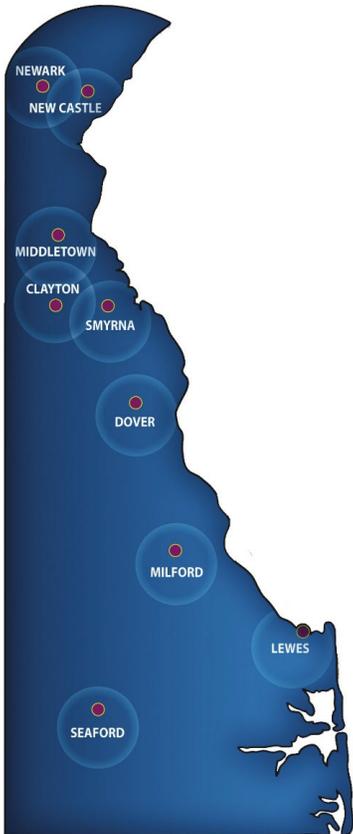
# DEMEC

## A Partner in Powering Communities

**Patrick E. McCullar, President & CEO**  
*Delaware Municipal Electric Corporation*

September 28, 2020

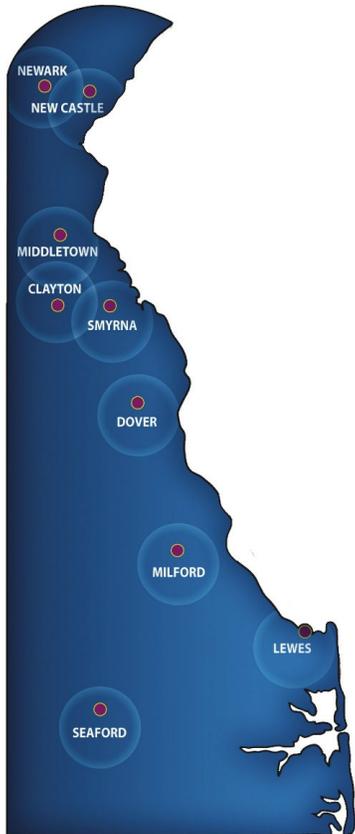
# Powering Communities Together



- ▶ DEMEC is a Joint Action Wholesale Electric Utility incorporated in 1979.
- ▶ DEMEC is **owned by** and **dedicated to** serve its member municipal electric utilities throughout the state of Delaware.
- ▶ DEMEC's mission is to **advance the principles of public power community ownership** and provide reliable energy supply and services to its member/owners' communities.
- ▶ **City of Milford** was a founding member of The Delaware Municipal Electric Corporation and has strongly supported DEMEC and Public Power for over 40 years.
- ▶ **City of Milford** owns 18% of DEMEC.



# Powering Financial Success Together



As of December 31, 2019:

Assets	\$132,556,876
Operating Revenue	137,476,264
Bonds Outstanding	69,313,295
Net Margin	12,287,156
Distributions to Members	7,780,171
<b>Distribution to Milford</b>	<b>\$ 1,579,375</b>

## 2019

**\$137 million**  
Total revenue from member sales and generation operations

**\$12 million**  
2019 margin before distribution to our members

**\$7.8 million**  
Distributed to our members

**1,395 GWh**  
Total giga-watt hours delivered to our members

**303 MW**  
Total non-coincident peak of DEMEC members

**25 percent**  
Cumulative 9-year rate reduction



**DEMEC**

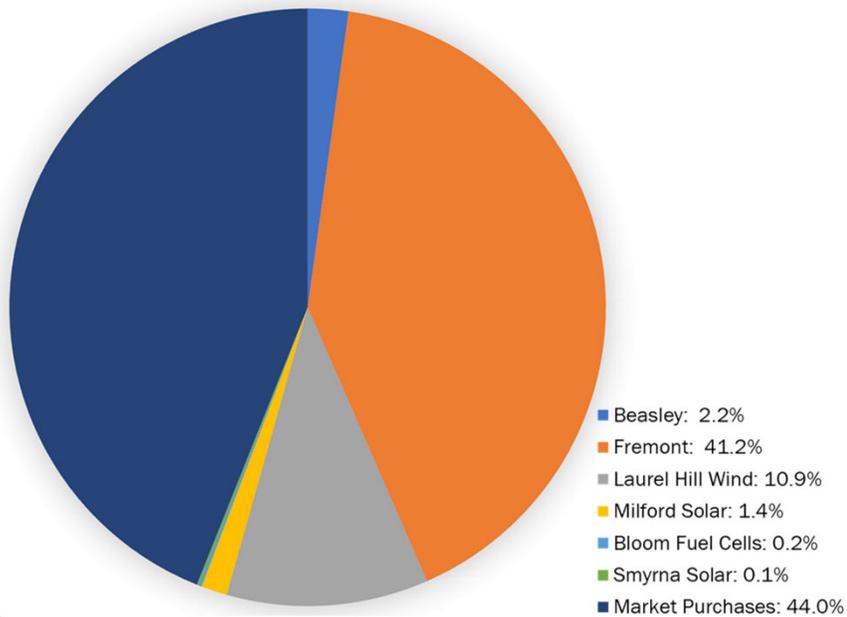
# Powering Savings Together

- ▶ DEMEC's power supply value comes from a designed portfolio of supply resources:
  - ▶ **Owned Assets - Self-Supply Generation**
    - ▶ Beasley Power Station
    - ▶ AMP Fremont Energy Center
    - ▶ Laurel Hill Wind Farm
    - ▶ Solar Generation Projects
  - ▶ **Aggregated Power Contracts - A Designed Risk Hedging Policy**
    - ▶ Diversified, staggered maturity power contracts with other generators
    - ▶ Other generators scored for financial health and credit worthiness
    - ▶ Reduced supply and price risk over the short and long term
  - ▶ **PJM Spot Market - Efficient hourly balancing of load and supply**
- ▶ This optimized portfolio provides **stable, low-cost reliable wholesale power supply to Milford.**



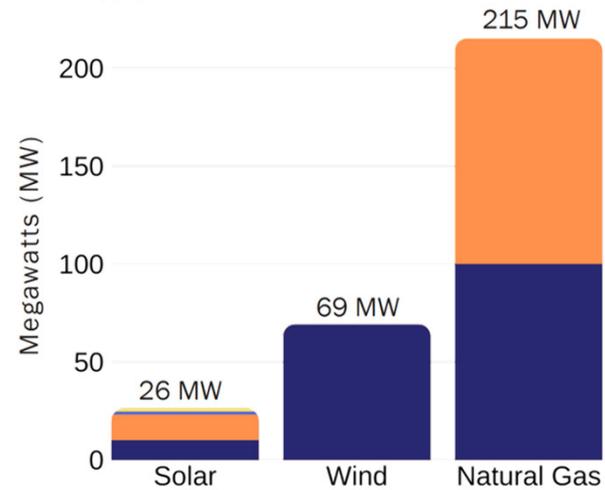
# DEMEC RESOURCE SUPPLY MIX

## 2019 Resource Mix



## Infrastructure Investment & Development for Member Utilities:

DEMEC has invested over \$115 million in more than 310 MW of self-supply and renewable assets.



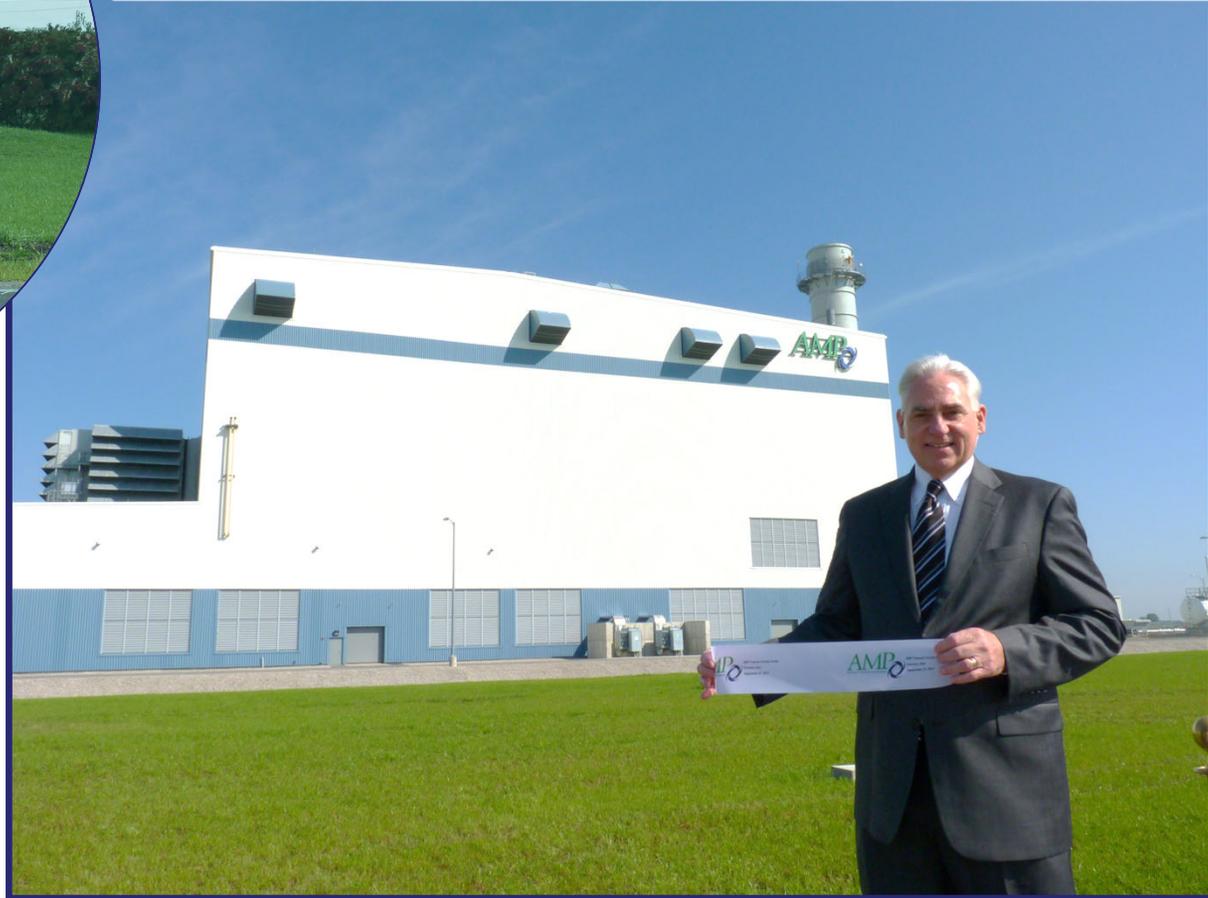
# BEASLEY POWER STATION

100 MW Natural Gas Peaking Power Plant



# FREMONT ENERGY CENTER

Highly Efficient Natural Gas Combined Cycle  
DEMEC owns 115 MW out of 675 MW



# Laurel Hill Wind Farm

69 MW from 30 wind turbines along the top of a 7-mile mountain ridge



# MILFORD SOLAR GENERATION PLANT



13 MW from 62,000  
crystalline-silicon  
solar panels on 70 acres

Supplies about 8% of Milford's  
energy requirement



# Increasing Renewable Generation



DEMEC has made significant investments in wind and solar generation:

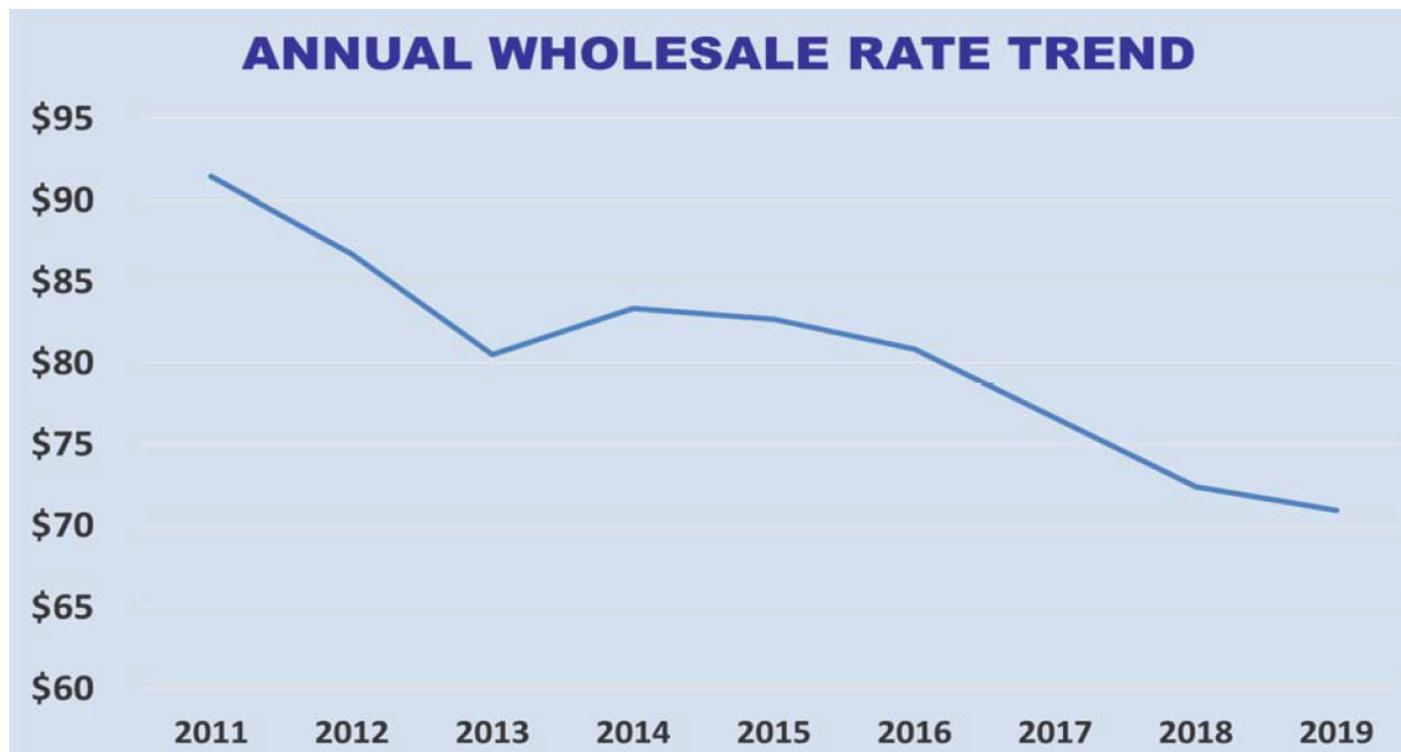
Laurel Hill Wind - 69MW	McKees Solar Park - 230kW
Dover Sun Park - 10MW	Clayton - 4kW
Milford Solar - 13MW	New Castle - 29kW
Seaford - 690kW	Smyrna Solar - 1.5MW

*(Plus nearly 10MW of encouraged distributed generation installed in our member communities.)*

## Benefits:

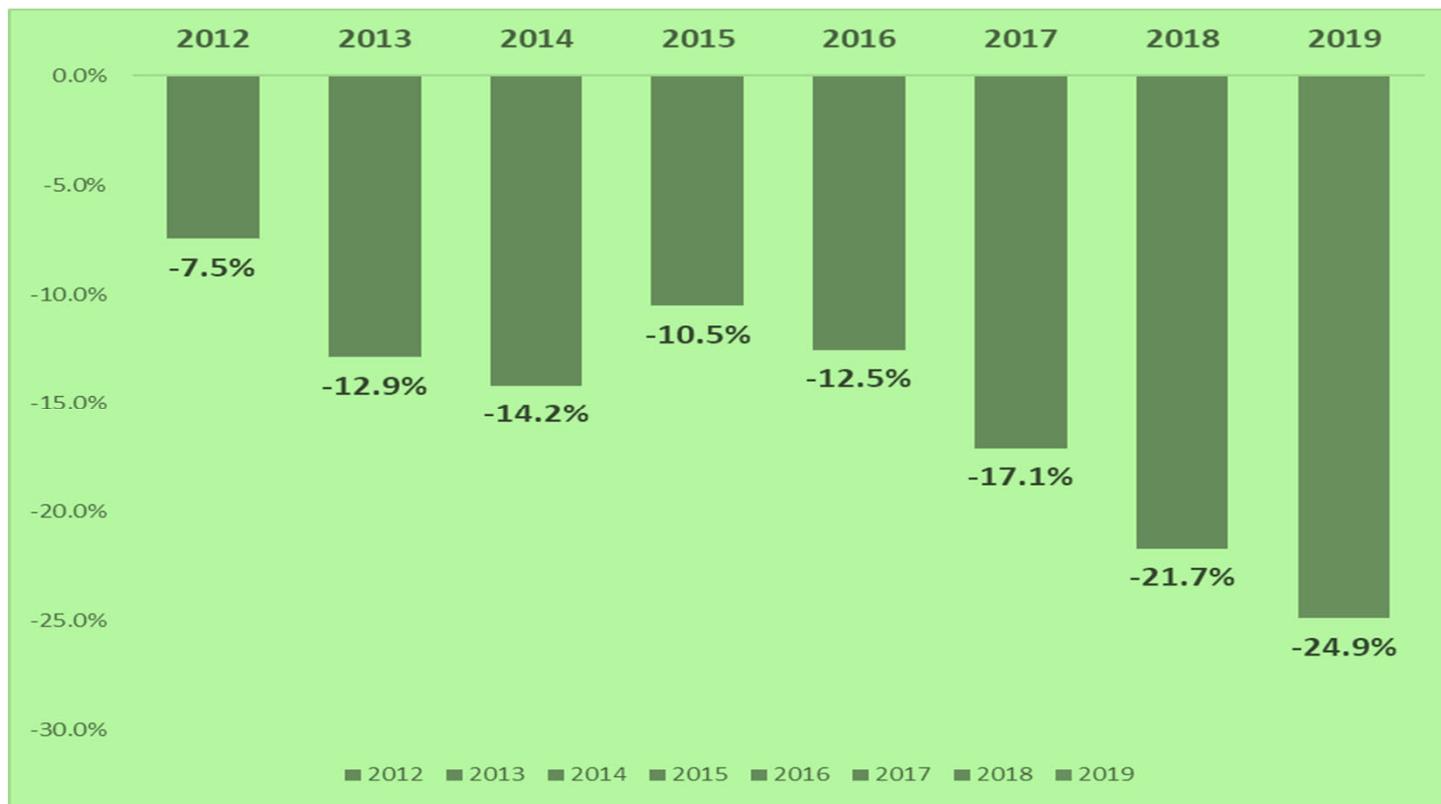
- ▶ DEMEC renewable energy generation powers over 24,000 homes in Delaware.
- ▶ Reduces over 153,000 metric tons of emissions each year, equivalent to removing over 32,000 cars from the road.
- ▶ Eliminates the burning of 163 million pounds of coal each year.

## Powering Savings for Members



- ▶ Lowered wholesale electric rate by 25% over the past 6 years

# Powering Savings for Members



# Powering Economic Development Together

- ▶ **Total Package Infrastructure**
  - ▶ **Non-profit Electric Rates**
    - ▶ Reliable and responsible power at the lowest possible cost
  - ▶ **One-stop Permitting**
    - ▶ Faster permitting process - all in one
  - ▶ **Capacity for Growth**
    - ▶ Communities capable of handling increased load growth, many with infrastructure already in place for new businesses



# Powering Change Together



## ▶ Renewable Energy Commitment

### ▶ 25% of Power Supply by 2025

- ▶ **Municipal Renewable Portfolio Standard** to increase percentage of power supply from renewable energy to a total of 25% by 2025 **while minimizing cost**
- ▶ Developing projects to build behind-the-meter renewable generation in each of our member communities (maximum savings from reduced capacity and transmission costs)
- ▶ Reducing the impact on our environment through carbon savings and reducing greenhouse gases
- ▶ Lowest Cost to meet goals

## ▶ Energy Efficiency Program

### ▶ DEMEC/Efficiency Smart

- ▶ All 8 member communities have enrolled in the DEMEC Efficiency Smart Program to benefit all customer types and the community as a whole
- ▶ Educating customers on efficient methods they use to save energy and help lower costs for themselves and their utility
- ▶ In 2019, DEMEC's program **reduced electric use by 2.6 million kWh**

Equal to the annual electric use of 236 homes

# Powering the Future Together

## ▶ Researching New Technology

### ▶ Battery Storage

- ▶ Staying informed on changes in technology that will improve battery storage capabilities
- ▶ Looking for ways to improve the capacity/reliability of renewable energy generation
- ▶ Looking for opportunities to lower cost and increase reliability

### ▶ Electric Vehicles

- ▶ Looking for opportunities to increase the number of charging stations in our communities
  - ▶ Grant programs?
  - ▶ Tourism benefits?
- ▶ Researching how other utilities responded to customers charging their vehicles at home
  - ▶ Incentives for charging during certain hours?
  - ▶ New customer classification?



# Powering Proficiency Together

- ▶ Professional Training to Proficiency, expanding skills and knowledge
  - ▶ **Best Practices in the Industry**
    - ▶ Guest Lecturers
    - ▶ State of the Industry
    - ▶ Future-looking Speakers
  - ▶ **Skills Training**
    - ▶ Robust training targeted to meet the needs of our communities
      - ▶ DEMEC Training Facility
      - ▶ Webinars/Online Training Portal
      - ▶ Line Worker Training Yard
    - ▶ On-Demand Programs as needed
      - ▶ Current Trends
      - ▶ Current Best Practice in the Industry



# Advanced Professional Training

- ▶ **Training Tailored to Meet Our Needs**
  - ▶ DEMEC designs the annual training program to meet the needs of our members and staffs
- ▶ **Bring National Training Local - Better attendance and lower cost**
  - ▶ Eliminating travel costs by bringing training in-house
- ▶ **Best Practices and New Technologies**
  - ▶ Safety, technical certification and state-of-the-art technology training to help our members maintain safety, reliability, customer service and response time, increasing system reliability and customer satisfaction.



# Powering Value Together

## ▶ Continued Investment in Efficient Generation Assets

### ▶ Increased position in Fremont NGCC

- ▶ Our community power requirements are increasing
- ▶ Business is expanding and communities are growing
- ▶ Looking for opportunities to lower cost and increase reliability

### ▶ Additional Behind-the-Meter Generation

- ▶ Looking for opportunities to invest in additional generation resources
  - ▶ Solar
  - ▶ High efficiency peaking

### ▶ Researching Other Opportunities

- ▶ Staying flexible
- ▶ Seeking opportunities in new technologies
- ▶ Technology deployment increasing cost-saving efficiency and reliability



# Powering Value for Milford

- ▶ DEMEC wholesale power supply cost reductions have allowed Milford to lower rates to its end users significantly
- ▶ DEMEC training programs improve the skills and knowledge of Milford employees at no additional cost to Milford budget
- ▶ DEMEC professional staff is at your disposal at a fraction of the cost you would incur to have your own professional staff either on board or contracted
- ▶ As new needs arise for Milford, DEMEC will design and implement programs to meet those needs for Milford
- ▶ DEMEC will continue to listen to Milford and the other members to understand their needs and design programs and services to continue to help members be successful
- ▶ Please reach out to your DEMEC team for any needs or challenges we can assist you in addressing



# DEMEC

Delaware Municipal Electric Corporation



# Questions



# Thank You!

Let's be  
friends!



@DEMECINC

If you need further information:

[www.PublicPowerDE.com](http://www.PublicPowerDE.com)

302-653-2733



# City of Milford



## PROCLAMATION 2019-16 DYSAUTONOMIA AWARENESS MONTH

- WHEREAS, Dysautonomia is a group of medical conditions that result in a malfunction of the autonomic nervous system, which is responsible for "automatic" bodily functions such as respiration, heart rate, blood pressure, digestion, temperature control and more;
- WHEREAS, Dysautonomia impacts over 70 million people around the world, and includes conditions such as Diabetic Autonomic Neuropathy, Vasovagal Syncope, Pure Autonomic Failure, and Postural Orthostatic Tachycardia Syndrome;
- WHEREAS, Dysautonomia impacts people of any age, gender, race or background, including many individuals living in the City of Milford, Delaware;
- WHEREAS, Dysautonomia can be very disabling and this disability can result in social isolation, stress on the families of those impacted, and financial hardship;
- WHEREAS, Some forms of Dysautonomia can result in death, causing tremendous pain and suffering for those impacted and their loved ones;
- WHEREAS, Increased awareness about Dysautonomia will help patients get diagnosed and treated earlier, save lives, and foster support for individuals and families coping with Dysautonomia in our community;
- WHEREAS, Dysautonomia International, a 501(c)(3) nonprofit organization that advocates on behalf of patients living with Dysautonomia, encourages communities to celebrate Dysautonomia Awareness Month each October around the world;
- WHEREAS, We seek to recognize the contributions of medical professionals, patients and family members who are working to educate our citizenry about Dysautonomia in the City of Milford.
- NOW, THEREFORE, BE IT RESOLVED, I, Arthur J. Campbell, Mayor of the City of Milford, by the power vested in me, do hereby proclaim the month of October 2020 to be Dysautonomia Awareness Month in the City of Milford.
- IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Milford to be affixed this 28<sup>th</sup> day of September 2020.

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Mayor Arthur J. Campbell

Attest:

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City Clerk Teresa K. Hudson

# City of Milford



## PROCLAMATION 2020-17 NATIONAL CUSTOMER SERVICE WEEK

WHEREAS, National Customer Service Week was first championed by the International Customer Service Association in 1984, proclaimed a National Event by Congress in 1992, and is now celebrated the first full week of October every year; and

WHEREAS, Customer Service Professionals work the front lines and are often the first to meet new customers and make a positive impact on behalf of the City; and

WHEREAS, Through the use of responsive policies and procedures and simple courtesy, Customer Service Professionals go a long way toward ensuring customer satisfaction; and

WHEREAS, Having the passion to guarantee Milford's customers have safe and reliable power, in addition to maintaining a positive attitude when facing adversity, are personal goals of every Customer Service Professional in the City of Milford; and

WHEREAS, We celebrate National Customer Service Week for two main purposes: To recognize the phenomenal job that our Customer Service Professionals do fifty-two weeks a year and because they understand their significance to the City of Milford; and

WHEREAS, This year, we applaud the value of the friendly, face-to-face, personal service our Customer Service Professionals willingly provide to residents, property owners, businesses, and industries within our City by constantly looking for ways to assist and improve.

NOW, THEREFORE, BE IT RESOLVED, I, Arthur J. Campbell, Mayor of the City of Milford, by the power vested in me, do hereby proclaim October 5-9, 2020 to be National Customer Service Week in the City of Milford.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Milford to be affixed this 28<sup>th</sup> day of September 2020.

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Mayor Arthur J. Campbell

Attest:

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City Clerk Teresa K. Hudson

# City of Milford



## PROCLAMATION 2020-18

### PUBLIC POWER WEEK

WHEREAS, we, the citizens of the City of Milford, place high value on local choice over community services and therefore have chosen to operate a community-owned, not-for-profit electric utility and, as customers and owners of our electric utility, have a direct say in utility operations and policies; and

WHEREAS, the City of Milford Electric Division provides our homes, businesses, schools, and social service and local government agencies with reliable, efficient, and safe electricity employing sound business practices designed to ensure the best possible service at not-for-profit rates; and

WHEREAS, the Electric Division is a valuable community asset that contributes to the well-being of local citizens through energy efficiency, customer service, environmental protection, economic development, and safety awareness; and

WHEREAS, the Electric Division is dependable and trustworthy whose local operation provides many consumer protections and continues to make our community a better place to live and work, and contributes to protecting the global environment.

NOW, THEREFORE, BE IT RESOLVED, I, Arthur J. Campbell, Mayor of the City of Milford, by the power vested in me, do hereby proclaim the week of October 4-10 be designated Public Power Week to recognize the Electric Division for its contributions to the community and to educate consumer-owners, policy makers, and employees on the benefits of public power; and

BE IT FURTHER RESOLVED: that the City of Milford Electric Division will continue to work to bring lower-cost, safe, reliable electricity to community homes and businesses just as it has since the utility was created to serve all residents of the City of Milford; and

BE IT FURTHER RESOLVED: that our community joins hands with more than 2,000 other public power systems in the United States in this celebration of public power, which is best for consumers, business, the community, and the nation.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Milford to be affixed this 28th day of September 2020.

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Mayor Arthur J. Campbell

Attest:

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City Clerk Teresa K. Hudson

TO: Mayor and City Council

FROM: Rob Pierce, AICP - Planning & Economic Development Director

CC: Mark Whitfield, City Manager

DATE: September 28, 2020

RE: Planning Department & Engineering Fees – 2020 Update

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Enclosed in the packet are proposed revisions to the Planning Department fee schedule outlined in Resolution 2020-24.

Staff is recommending the following changes to the Planning, Engineering, Building Inspection & Permitting fees.

### **Planning & Engineering Fees**

#### *Engineering Plan Review*

The current fee schedule states the developer/applicant is responsible for all professional service fees charged to the City of Milford, including legal and engineering review. The Planning Department, Finance Department and Public Works Department find the current arrangement problematic for several reasons. First, the developer is unaware of the potential cost of the engineering review at the time of land use application and is sometimes surprised by the amount needed to cover these expenses. Secondly, the Finance Department has to bill each developer/applicant every month for engineering and legal fees incurred by the City, which requires monitoring by both departments to make sure these fees are paid. There are also situations where applications are denied or a project never moves forward and the fees remain unpaid. Collecting these fees upfront will reduce the administrative burden on the City and provides a more predictable fee schedule that can be shared upfront with potential developers/applicants.

The City proposes a fee schedule that would incorporate the anticipated engineering plan review fees and the Planning Department zoning review fees into two main components; Preliminary Plan Review and Final Construction and Record Plan Review. These two coincide with the two main submissions for each land use application type and would be collected upfront at the time of application submission.

The enclosed revised fee schedule provides a breakdown by application type (subdivision or land development plan) and different development size categories (either by square footage for commercial space or per unit for residential). These categories are similar to what has been adopted by the Town of Middletown (see attached for adopted Middletown Ordinance 18-02-02).

A cost comparison between the adopted Town of Middletown fees and the proposed City of Milford fees has been provided for review. It should be noted that the Town of Middletown has the responsibility of performing sediment and stormwater management reviews for their projects while the City of Milford relies on Kent or Sussex Conservation District to perform those reviews for projects in Milford.

At the far right of the table, above each application type for the City of Milford, there is a breakdown showing the composition of the total review fee which includes amounts for both the Planning Department zoning review and the Engineering plan review fee. The Planning Department zoning review fees would remain at \$1,000 plus \$10 per unit as shown on the current fee schedule. The Planning Department zoning review fee for commercial site plans would increase from \$700 to \$1,000 in the proposed fee schedule.

The resubmission fee for each plan review would be at least \$1,000 and the City would reserve the right to bill the applicant/developer for additional fees incurred from the City engineering consultant for incomplete submissions, significant changes from previous submissions, poor quality of plans or other conditions that fail to adequately address requirements.

Legal fees would no longer be billed to the developer for each application unless a legal interpretation is requested by the developer. These fees would be built into the overall fee for preliminary and final plan review. This would reduce the administrative burden on the City for billing and would provide a more predictable fee schedule for the applicant/developer. Staff recommends monitoring the costs of these meetings to make sure legal expenses are covered in the current fee structure.

#### *Engineering Inspection Fees*

The City Planning Department and Public Works Department recommends adding an Engineering Construction Inspection Fee to the City Fee Schedule. Historically, when Milford was performing in-house engineering inspections under the guidance of the City Engineer, the City would charge an inspection fee of 4% of the construction costs of all infrastructure that was to be owned, operated and maintained by the City of Milford. This fee is currently outlined in many subdivision agreements, but the Planning Department and Public Works Department feel it is necessary to add this fee to the adopted fee schedule.

#### *Annexation Fees*

The Planning Department recommends modifying the current annexation fee structure to make it more affordable for smaller residential properties to annex into the City. This may help with annexing infill properties that are already developed who are interested in receiving City services (mainly central water and sewer). Currently, a residential parcel of one acre or less pays \$700 while a residential parcel greater than one acre would have to pay at least \$2,500 to annex. The Department recommends changing the fee to residential parcels less than two acres pay \$700 and anything beyond that pays \$1,000 plus \$100/acre. Commercial annexation fees would remain the same.

#### **Building Inspection & Permitting Fees**

The Planning Department recommends modifying the violation fee for contractors that perform building construction without a building permit from the City of Milford from “\$100 plus the permit fee or double the normal permit fee, whichever is less” to “\$100 plus the permit fee or double the permit fee,

whichever is greater.” We feel that a \$100 fine for working without a building permit is not a deterrent for contractors and property owners to obtain permits before proceeding with work.

### **Chapter 88 – Building Construction - Code Amendment**

The City Building Official recommends amending Chapter 88 Building Construction to require ice barrier underlayment for roof construction. Ice barrier underlayment provides protection from ice damming which results from ice accumulation along the fringes of the roof wicking underneath roof shingles causing wood rot over time.

**Staff recommends adopting Resolution 2020-24 related to modifications to the engineering, zoning and building permit fee schedule and adopting Ordinance 2020-23 in order to amend the Building Code to require ice barrier underlayment and moving the violation fee to the City fee schedule.**

			1000 + 100/unit + 100	2500 plus 250/unit + 100	500 + 75/unit + 100	1750 + 85/unit 1000 + 10/ unit 750 + 75/unit	3500 + 185/unit 1000 + 10/ unit 2500 + 175/unit	Total Fee Planning Fee Engineering Fee		
			Middletown				Proposed Milford			
Development Type	Units	SF	Preliminary	Engineering	Record	Total	Preliminary	Final	Total	
Residential Major Subdivision (Less than 25 Lots)	5	n/a	\$ 1,600.00	\$ 3,850.00	\$ 975.00	\$ 6,425.00	\$ 2,175.00	\$ 4,425.00	\$ 6,600.00	102.7%
	10	n/a	\$ 2,100.00	\$ 5,100.00	\$ 1,350.00	\$ 8,550.00	\$ 2,600.00	\$ 5,350.00	\$ 7,950.00	93.0%
	15	n/a	\$ 2,600.00	\$ 6,350.00	\$ 1,725.00	\$ 10,675.00	\$ 3,025.00	\$ 6,275.00	\$ 9,300.00	87.1%
	20	n/a	\$ 3,100.00	\$ 7,600.00	\$ 2,100.00	\$ 12,800.00	\$ 3,450.00	\$ 7,200.00	\$ 10,650.00	83.2%

			3000 + 25/unit + 100	5000 + 100/unit + 100	2000 plus 25/unit + 100	3000 + 30/unit 1000 + 10/ unit 2000 + 20/unit	6500 + 85/unit 1000 + 10/ unit 5500 + 75/unit	Total Fee Planning Fee Engineering Fee		
			Middletown				Proposed Milford			
Development Type	Units	SF	Preliminary	Engineering	Record	Total	Preliminary	Final	Total	
Residential Major Subdivision (Greater than 25 Lots)	25	n/a	\$ 3,725.00	\$ 7,600.00	\$ 2,725.00	\$ 14,050.00	\$ 3,750.00	\$ 8,625.00	\$ 12,375.00	88.1%
	50	n/a	\$ 4,350.00	\$ 10,100.00	\$ 3,350.00	\$ 17,800.00	\$ 4,500.00	\$ 10,750.00	\$ 15,250.00	85.7%
	75	n/a	\$ 4,975.00	\$ 12,600.00	\$ 3,975.00	\$ 21,550.00	\$ 5,250.00	\$ 12,875.00	\$ 18,125.00	84.1%
	100	n/a	\$ 5,600.00	\$ 15,100.00	\$ 4,600.00	\$ 25,300.00	\$ 6,000.00	\$ 15,000.00	\$ 21,000.00	83.0%
	200	n/a	\$ 8,100.00	\$ 25,100.00	\$ 7,100.00	\$ 40,300.00	\$ 9,000.00	\$ 23,500.00	\$ 32,500.00	80.6%
	300	n/a	\$ 10,600.00	\$ 35,100.00	\$ 9,600.00	\$ 55,300.00	\$ 12,000.00	\$ 32,000.00	\$ 44,000.00	79.6%
	400	n/a	\$ 13,100.00	\$ 45,100.00	\$ 12,100.00	\$ 70,300.00	\$ 15,000.00	\$ 40,500.00	\$ 55,500.00	78.9%
	500	n/a	\$ 15,600.00	\$ 55,100.00	\$ 14,600.00	\$ 85,300.00	\$ 18,000.00	\$ 49,000.00	\$ 67,000.00	78.5%
	600	n/a	\$ 18,100.00	\$ 65,100.00	\$ 17,100.00	\$ 100,300.00	\$ 21,000.00	\$ 57,500.00	\$ 78,500.00	78.3%
	700	n/a	\$ 20,600.00	\$ 75,100.00	\$ 19,600.00	\$ 115,300.00	\$ 24,000.00	\$ 66,000.00	\$ 90,000.00	78.1%
	800	n/a	\$ 23,100.00	\$ 85,100.00	\$ 22,100.00	\$ 130,300.00	\$ 27,000.00	\$ 74,500.00	\$ 101,500.00	77.9%
	900	n/a	\$ 25,600.00	\$ 95,100.00	\$ 24,600.00	\$ 145,300.00	\$ 30,000.00	\$ 83,000.00	\$ 113,000.00	77.8%
	1000	n/a	\$ 28,100.00	\$ 105,100.00	\$ 27,100.00	\$ 160,300.00	\$ 33,000.00	\$ 91,500.00	\$ 124,500.00	77.7%

			1000 + 100/1000 sf + 100	2500 + 75/1000 sf + 100	500 + 75/1000 sf + 100	2000 + 75/1000 sf 1000	3000 + 50/1000 sf 1000	Total Fee Planning Fee Engineering Fee		
			Middletown				Proposed Milford			
Development Type	Units	SF	Preliminary	Engineering	Record	Total	Preliminary	Final	Total	
9999 SF or less Commercial	n/a	5000	\$ 1,600.00	\$ 2,975.00	\$ 975.00	\$ 5,550.00	\$ 2,375.00	\$ 3,250.00	\$ 5,625.00	101.4%
	n/a	9999	\$ 2,099.90	\$ 3,349.93	\$ 1,349.93	\$ 6,799.75	\$ 2,749.93	\$ 3,499.95	\$ 6,249.88	91.9%

			Middletown				Proposed Milford			
Development Type	Units	SF	Preliminary	Engineering	Record	Total	Preliminary	Final	Total	
10000 to 50000 SF Commercial	n/a	10000	\$ 2,500.00	\$ 5,700.00	\$ 1,850.00	\$ 10,050.00	\$ 2,800.00	\$ 4,500.00	\$ 7,300.00	72.6%
	n/a	15000	\$ 2,700.00	\$ 6,000.00	\$ 1,975.00	\$ 10,675.00	\$ 2,950.00	\$ 4,750.00	\$ 7,700.00	72.1%
	n/a	20000	\$ 2,900.00	\$ 6,300.00	\$ 2,100.00	\$ 11,300.00	\$ 3,100.00	\$ 5,000.00	\$ 8,100.00	71.7%
	n/a	25000	\$ 3,100.00	\$ 6,600.00	\$ 2,225.00	\$ 11,925.00	\$ 3,250.00	\$ 5,250.00	\$ 8,500.00	71.3%
	n/a	30000	\$ 3,300.00	\$ 6,900.00	\$ 2,350.00	\$ 12,550.00	\$ 3,400.00	\$ 5,500.00	\$ 8,900.00	70.9%
	n/a	35000	\$ 3,500.00	\$ 7,200.00	\$ 2,475.00	\$ 13,175.00	\$ 3,550.00	\$ 5,750.00	\$ 9,300.00	70.6%
	n/a	40000	\$ 3,700.00	\$ 7,500.00	\$ 2,600.00	\$ 13,800.00	\$ 3,700.00	\$ 6,000.00	\$ 9,700.00	70.3%
	n/a	45000	\$ 3,900.00	\$ 7,800.00	\$ 2,725.00	\$ 14,425.00	\$ 3,850.00	\$ 6,250.00	\$ 10,100.00	70.0%

			3500 + 15/1000 sf + 100	5500 + 50/1000 sf + 100	2000 + 15/1000 sf + 100	3500+10/1000 sf 1000	5000+40/1000 sf 1000	Total Fee Planning Fee Engineering Fee		
			Middletown				Proposed Milford			
Development Type	Units	SF	Preliminary	Engineering	Record	Total	Preliminary	Final	Total	
more than 50,000 SF Commercial	n/a	50000	\$ 4,350.00	\$ 8,100.00	\$ 2,850.00	\$ 15,300.00	\$ 4,000.00	\$ 7,000.00	\$ 11,000.00	71.9%
	n/a	75000	\$ 4,725.00	\$ 9,350.00	\$ 3,225.00	\$ 17,300.00	\$ 4,250.00	\$ 8,000.00	\$ 12,250.00	70.8%
	n/a	100000	\$ 5,100.00	\$ 10,600.00	\$ 3,600.00	\$ 19,300.00	\$ 4,500.00	\$ 9,000.00	\$ 13,500.00	69.9%
	n/a	125000	\$ 5,475.00	\$ 11,850.00	\$ 3,975.00	\$ 21,300.00	\$ 4,750.00	\$ 10,000.00	\$ 14,750.00	69.2%
	n/a	150000	\$ 5,850.00	\$ 13,100.00	\$ 4,350.00	\$ 23,300.00	\$ 5,000.00	\$ 11,000.00	\$ 16,000.00	68.7%
	n/a	175000	\$ 6,225.00	\$ 14,350.00	\$ 4,725.00	\$ 25,300.00	\$ 5,250.00	\$ 12,000.00	\$ 17,250.00	68.2%
	n/a	200000	\$ 6,600.00	\$ 15,600.00	\$ 5,100.00	\$ 27,300.00	\$ 5,500.00	\$ 13,000.00	\$ 18,500.00	67.8%

# ORDINANCE 18-02-02

Introduced: Feb. 5, 2018

Approved: March 12, 2018

## AN ORDINANCE TO AMEND SECTIONS 1 AND 6 OF THE TOWN OF MIDDLETOWN SUBDIVISION REGULATIONS, REGARDING PLAN REVIEW FEES AND DEVELOPMENT DEFINITIONS

BE IT ENACTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MIDDLETOWN (a majority of the members elected thereto concurring therein):

**Section 1.** That the Town of Middletown, Delaware, Subdivision Regulations, Section 1.D.(2) and Section 1.D.(3), are hereby amended by deleting in their entirety and replacing therein the following:

“(2) ENGINEERING REVIEW:

For engineering services required for plan review, the applicant shall pay the actual cost of the engineering review. At the time of filing an application for plan review, the applicant shall submit to the Town the fees required to cover the engineering plan review in accordance with the SCHEDULE OF FEES listed in this section. Incomplete submissions, plans that have changed significantly from a prior submission, or plan re-submissions that fail to adequately address mandated requirements may be charged an additional fee.

The choice of payment method is at the sole discretion of the Town Council.

(3) SCHEDULE OF FEES:

**Minor Subdivision Plans**

- Preliminary Plan Review Fee: \$1,000 plus \$100/Lot + \$100 Filing Fee
- Record Plan Review Fee: \$500 plus \$75/Lot + \$100 Filing Fee
- Construction Plan Review Fee: \$2,500 plus \$250/Lot + \$100 Filing Fee

**Major Subdivision/Land Development Plans (up to 25 Lots/Units)**

- Preliminary Plan Review Fee: \$1,000 plus \$100/Lot (Unit) + \$100 Filing Fee
- Record Plan Review Fee: \$500 plus \$75/Lot (Unit) + \$100 Filing Fee
- Construction Plan Review Fee: \$2,500 plus \$200/Lot (Unit) + \$100 Filing Fee

**Major Subdivision/Land Development Plans (More than 25 Lots/Units)**

- Preliminary Plan Review Fee: \$3,000 plus \$25/Lot (Unit) + \$100 Filing Fee
- Record Plan Review Fee: \$2,000 plus \$25/Lot (Unit) + \$100 Filing Fee
- Construction Plan Review Fee: \$5,000 plus \$100/Lot (Unit) + \$100 Filing Fee

**Misc. Review Fees**

- Incomplete/Resubmission/Re-review Fee: \$1,000
- Pump Station Review: \$1,500 per station
- SWM As-built: \$250 per BMP
- SWM Renewal Review Fee: \$250
- S&S Standard Plan Review: \$150
- Parking Plan Review: \$500

**Section 2.** That the Town of Middletown, Delaware, Subdivision Regulations, Section 6.B. and Section 6.D., are hereby amended by deleting in their entirety and replacing therein the following:

**“6. B. ENGINEERING REVIEW:**

For engineering services required for plan review, the applicant shall pay the actual cost of the engineering review. At the time of filing an application for plan review, the applicant shall submit to the Town the fees required to cover the engineering plan review in accordance with the SCHEDULE OF FEES listed in this section. Incomplete submissions, plans that have changed significantly from a prior submission, or plan re-submissions that fail to adequately address mandated requirements may be charged an additional fee.

The choice of payment method is at the sole discretion of the Town Council.

**6. D. SCHEDULE OF FEES:**

**Minor/Major Land Development Plan (Up to 19,999 SF of GFA)**

- Preliminary Plan Review Fee: \$1,000 plus \$100 per 1K SF of GFA + \$100 Filing Fee
- Record Plan Review Fee: \$500 plus \$75 per 1K SF of GFA + \$100 Filing Fee
- Construction Plan Review Fee: \$2,500 plus \$75 per 1K SF of GFA + \$100 Filing Fee

**Minor/Major Land Development Plan (Between 20,000 SF & 50,000 SF of GFA)**

- Preliminary Plan Review Fee: \$2,000 plus \$40 per 1K SF of GFA + \$100 Filing Fee
- Record Plan Review Fee: \$1,500 plus \$25 per 1K SF of GFA + \$100 Filing Fee
- Construction Plan Review Fee: \$5,000 plus \$60 per 1K SF of GFA + \$100 Filing Fee

**Major Land Development Plan (Greater Than 50,000 SF of GFA)**

- Preliminary Plan Review Fee: \$3,500 plus \$15 per 1K SF of GFA + \$100 Filing Fee
- Record Plan Review Fee: \$2,000 plus \$15 per 1K SF of GFA + \$100 Filing Fee
- Construction Plan Review Fee: \$5,500 plus \$50 per 1K SF of GFA + \$100 Filing Fee

**Section 3.** This Ordinance shall become effective immediately upon passage.

ADOPTED THIS TWELFTH DAY OF MARCH, 2018.

(SEAL)

  
Kenneth L. Branner, Jr., MAYOR

ATTESTED TO BY:

  
WITNESS, TOWN OF MIDDLETOWN

**CITY OF MILFORD  
RESOLUTION 2020-24  
PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT FEE SCHEDULE**

WHEREAS, the City Council has adopted certain rules and regulations for the purposes of promoting the health, safety, morals, convenience, order, prosperity, and the general welfare of the present and future inhabitants of the City of Milford; and

WHEREAS, City Council, through ordinance, has adopted associated codes requiring specific actions and services; and

WHEREAS, the cost of providing these various services consistent with applicable codes, regulations, and policies periodically increase or decrease, or certain services or practices are discontinued and fees are no longer needed; and

WHEREAS, it is the intent of the City Council to charge appropriate fees and charges that are consistent with the services provided, and to cover the public cost of providing these various services, so that the public is not subsidizing individual benefits derived therefrom; and

WHEREAS, these various codes set forth that fees shall be set by resolution.

NOW, THEREFORE, THE CITY OF MILFORD HEREBY ORDAINS:

<b>PLANNING &amp; DEVELOPMENT FEES</b>		
	Description	Fee
<b>Major Subdivision</b>	<b><u>Preliminary or Final, Residential</u></b>	<b><u>\$1,000.00 plus \$10.00 per unit</u></b>
	<b><u>Preliminary or Final, Other than Residential</u></b>	<b><u>\$1,000.00 plus \$100.00 per lot</u></b>
<b><u>Major Residential Subdivision / Land Development Plan (up to 25 lots)</u></b>	<b><u>Preliminary Plan Review</u></b>	<b><u>\$1,750.00 plus \$85.00 per unit/lot</u></b>
	<b><u>Final Construction and Record Plan Review</u></b>	<b><u>\$3,500.00 plus \$185.00 per unit/lot</u></b>
<b><u>Major Residential Subdivision / Land Development Plan (greater than 25 lots)</u></b>	<b><u>Preliminary Plan Review</u></b>	<b><u>\$3,000.00 plus \$30.00 per unit/lot</u></b>
	<b><u>Final Construction and Record Plan Review</u></b>	<b><u>\$6,500.00 plus \$85.00 per unit/lot</u></b>
<b>Minor Subdivision or</b>	<b><u>Final, Residential</u></b>	<b><u>\$300.00 plus \$50.00 per unit</u></b>
	<b><u>Final, Other than Residential (less than four acres)</u></b>	<b><u>\$500.00 plus \$100.00 per unit</u></b>
<b>Lot Line Adjustment</b>	<b><u>Final, Residential</u></b>	<b><u>\$300.00 plus \$50.00 per unit</u></b>
	<b><u>Final, Other than Residential (less than four acres)</u></b>	<b><u>\$500.00 plus \$100.00 per unit</u></b>
<b><u>Minor Subdivision or Lot Line Adjustment (up to 5 lots)</u></b>	<b><u>Final Residential</u></b>	<b><u>\$300.00 plus \$50.00 per unit</u></b>
	<b><u>Final, Other than Residential</u></b>	<b><u>\$500.00 plus \$100.00 per unit</u></b>
	<b><u>Engineering Construction Review</u></b>	<b><u>Fees charged to the City of Milford by engineering consultant, plus 10%</u></b>
<b>Site Plan</b>	<b><u>Preliminary, Final or Amendment</u></b>	<b><u>\$700.00</u></b>
<b><u>Land Development Plan (up to 9,999 sf of GFA)</u></b>	<b><u>Preliminary Plan Review</u></b>	<b><u>\$2,000.00 plus \$75 per 1K SF of GFA</u></b>
	<b><u>Final Construction and Record Plan Review</u></b>	<b><u>\$3,000.00 plus \$50 per 1K SF of GFA</u></b>

<b><u>Land Development Plan (10,000 sf to 50,000 sf of GFA)</u></b>	<b><u>Preliminary Plan Review</u></b>	<b><u>\$2,500.00 plus \$30 per 1K SF of GFA</u></b>
	<b><u>Final Construction and Record Plan Review</u></b>	<b><u>\$4,000.00 plus \$50 per 1K SF of GFA</u></b>
<b><u>Land Development Plan (greater than 50,000 sf of GFA)</u></b>	<b><u>Preliminary Plan Review</u></b>	<b><u>\$3,500.00 plus \$10 per 1K SF of GFA</u></b>
	<b><u>Final Construction and Record Plan Review</u></b>	<b><u>\$5,000.00 plus \$40 per 1K SF of GFA</u></b>
Conditional Use or Amendment to a Conditional Use		\$700.00
Zoning Map Amendment/Comprehensive Plan Amendment		\$1,000.00 plus \$100.00 per acre
Zoning Code Amendment Request		\$700.00
Annexation	<b><u>Residential, less than 1 acre</u></b>	<b><u>\$700.00</u></b>
	<b><u>Residential, 1 to 5 acres</u></b>	<b><u>\$2,500.00</u></b>
	<b><u>Residential, 5+ acres</u></b>	<b><u>\$2,500.00 plus \$100.00 per acre</u></b>
	<b><u>Residential, less than 2 acres</u></b>	<b><u>\$700.00</u></b>
	<b><u>Residential, 2+ acres</u></b>	<b><u>\$1,000.00 plus \$100.00 per acre</u></b>
	Other than Residential	\$2,500.00 plus \$500.00 per acre
Variance(s)	1-3 variances	\$300.00
	4-6 variances	\$400.00
	7+ variances	\$500.00
Board of Adjustment Hearing (no variance)		\$300.00
Subdivision Agreement		\$2,500.00
Zoning Verification Letter		\$20.00
Certificate of Use		\$75.00
Legal Interpretation of Subdivision or Zoning Code		<b><u>\$300.00</u></b> <b><u>Cost of legal services provided plus 10% administration fee</u></b>
Street or Alley Closing		\$300.00
Application Resubmission or Rescheduling Fee		\$200.00
Professional Service Fees (including but not limited to Legal Fees, Engineering Review Fees)		Fees charged the City of Milford, plus 10%; Billed as encumbered.
<b><u>Incomplete/Resubmission/Re-review Engineering Fee</u></b>		<b><u>\$1,000.00</u></b>
Transfer of Development Rights (TDR) Credit		\$3,000 per dwelling unit
<b><u>Engineering Construction Inspection</u></b>		<b><u>4% of Construction Costs for all infrastructure to be owned, operated and maintained by the City of Milford.</u></b>
<b><u>ENGINEERING REVIEW: At the time of filing an application for plan review, the applicant shall submit to the City the fees required to cover the engineering plan review in accordance with the adopted Fee Schedule listed in this Resolution. Incomplete submissions, plans that have changed significantly from a prior submission, or plan submissions that fail to adequately address mandated requirements may be charged an additional fee as determined by the City Manager in order to cover expenses associated with the additional cost for the engineering review.</u></b>		

<b>BUILDING INSPECTION AND PERMITTING FEES</b>		
	Description	Fee
Building Permit, Residential, Use groups R3 or R4	New Dwelling Unit	\$50 per 100 heated square feet plus \$13 per 100 unheated square feet
	Interior/Exterior Renovations, Accessory Building, Pool, Deck, Ramp, Solar Panels	\$50 plus \$5 per \$1,000 up to \$1M and \$2 per \$1,000 over \$1M based on cost of project
	Demolition	\$50.00

	Certificate of Occupancy	\$25.00
Building Permit, Other than use groups R3 or R4	New Construction, Commercial Fit-Out, Interior/Exterior Renovations, Footer, Foundation	\$100 plus \$5 per \$1,000 up to \$1M and \$2 per \$1,000 over \$1M based on cost of project
	Sign, Sales/Construction Trailer, Solar Panel	\$50 plus \$5 per \$1,000 up to \$1M and \$2 per \$1,000 over \$1M based on cost of project
	Demolition	\$100.00
	Certificate of Occupancy	\$25.00
Building Permit, Renewal		\$50 or 10% of permit fee, whichever is greater
<b><u>Violation Fee</u></b>		<b><u>\$100 plus the building permit fee or double the normal permit fee, whichever is greater.</u></b>
Re-inspection		\$50.00
Temporary Certificate of Occupancy		\$50.00
Carlisle Enhancement Fund		1/4 of 1% of heated square feet cost
Police and General Government Facilities Enhancement Fund		3/4 of 1% of heated square feet cost

CODE ENFORCEMENT AND LICENSING FEES		
	Description	Fee
Licensing	Contractors	\$100.00 annually, prorated semi-annually
	Residential Rental Operating	\$50.00 per unit <b>annually</b>
	Transfer <b>of Rental License</b>	\$50.00 <b>per license</b>
	Peddler, Solicitor, and Transient Merchant	\$50.00 annually, prorated semi-annually
	Business	\$30.00 <b>annually per location</b>
Inspection	Re-Inspection / Follow Up Inspection	\$50.00

Section 2. This Resolution replaces in its entirety Resolution 2019-15.

Section 3. Dates.

Adopted: September 28, 2020

Effective: October 8, 2020\*

\*Coincides with effective date of Ordinance 2020-23

\_\_\_\_\_  
Mayor Arthur J. Campbell

Attest:

\_\_\_\_\_  
City Clerk Teresa K. Hudson

CITY OF MILFORD  
Notice of Ordinance Review & Public Comment Session

**ORDINANCE 2020-23**  
CODE OF THE CITY OF MILFORD  
PART II-GENERAL LEGISLATION  
CHAPTER 88-Building Construction

WHEREAS, the Mayor and City Council have adopted certain rules and regulations for the purposes of promoting the health, safety, morals, convenience, order, prosperity and the general welfare of the present and future inhabitants of the City of Milford; and

WHEREAS, it is incumbent that the City of Milford impose certain fees to cover the expenses associated with the planning and development services incurred by the City; and

WHEREAS, subsequent fee updates must be implemented to ensure the financial burden does not fall on the taxpayers or rate payers of this City; and

WHEREAS, consistent with the City of Milford Charter, there is a need to amend the Building Code by adding a reference to the fee schedule specific to violations.

NOW, THEREFORE, THE CITY OF MILFORD HEREBY ORDAINS:

*Section 1.* Chapter 88 is hereby amended by deleting language indicated by strikethrough and adding language shown as bold and underlined as follows:

Chapter 88 - BUILDING CONSTRUCTION

ARTICLE I - International Residential Code

§ 88-2. - Additions, insertions and changes.

The following sections are hereby revised:

A. Chapter 1, Administration.

(3) Section R108, Fees.

(a) Add: R108.6.1. Violation fee. When obtaining a building permit after the start of construction, the building permit fee shall be **assessed a violation fee as outlined in the adopted City Fee Schedule.** ~~\$100 plus the permit fee or double the normal permit fee, whichever is less.~~

Climatic and Geographic Design Criteria

Ground Snow	Wind Speed (mph)	Seismic Design	Subject To Damage From	Winter Design	Ice Barrier Underlayment	Flood Hazards	Air Freezing	Mean Annual	Assumed Soil
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Load	Speed (mph)	Topo. Effects	Category	Weathering	Frost line depth	Termite	Temp	Required		Index	Temp	Bearing
25	90	NO	A	SEVERE	24"	MOD-HEAVY	14	<del>NO</del> <u>YES</u>	9/14/92 3/16/15 7/7/14 1/6/05	368	55.7F	2000 psf

## ARTICLE II - International Building Code

§ 88-5. - Additions, insertions and changes.

The following sections or portions are hereby revised as follows:

A. Chapter 1, Administration.

(3) Section 109. Fees.

(a) Add: 109.4.1. Violation fee. When obtaining a building permit after the start of construction, the building permit fee shall be **assessed a violation fee as outlined in the adopted City Fee Schedule.** ~~\$100 plus the permit fee or double the normal permit fee, whichever is less.~~

### Section 2.

City Council Dates:

Introduction: September 14, 2020

Review & Adoption: September 28, 2020

### Section 3.

Public Comments will be accepted at the meeting on September 28, 2020 and can be submitted via email to [cityclerk@milford-de.gov](mailto:cityclerk@milford-de.gov) no later than the start of the meeting. They will also be accepted verbally during the meeting. Please see September 28, 2020 for additional instructions.

### Section 4.

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

For additional information, please contact Rob Pierce in the Planning & Economic Development Department either by e-mail at [RPierce@milford-de.gov](mailto:RPierce@milford-de.gov) or by calling 302.424.8396.

*Advertised: Beacon, 09/02/20*



**DATA SHEET FOR 1<sup>ST</sup> STATE SELF STORAGE**

Development Advisory Committee: August 19, 2020

Planning Commission Meeting: September 15, 2020

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<b>Application Number / Name</b>	:	20-032 / 1 <sup>st</sup> State Self Storage
<b>Applicant</b>	:	1 <sup>st</sup> State Self Storage OZ, LLC 606 Baltimore Avenue, Suite 202 Townson, MD 21204 Bruce O’Heir
<b>Owner</b>	:	Savannah Ventures, LLC 1 S. Cleveland Avenue Wilmington, DE 19805
<b>Application Type</b>	:	Conditional Use & Preliminary Site Plan
<b>Present Comprehensive Plan Map Designation</b>	:	Commercial
<b>Present Zoning District</b>	:	C-3 (Highway/Commercial District)
<b>Present Use</b>	:	Vacant
<b>Proposed Use</b>	:	Self Storage
<b>Size and Location</b>	:	9.0 +/- acres of land located along the east side of S. Dupont Boulevard approximately 350 feet south of the Route 14 intersection.
<b>Tax Map &amp; Parcel</b>	:	MD-16-183.09-01-58.00

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



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**STAFF REPORT**  
**August 25, 2020**

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<b>Application Number / Name</b>	:	20-032 / 1 <sup>st</sup> State Self Storage
<b>Present Comprehensive Plan Designation</b>	:	Commercial
<b>Present Zoning District</b>	:	C-3 (Highway Commercial District)
<b>Present Use</b>	:	Vacant
<b>Proposed Use</b>	:	Self Storage
<b>Tax Map &amp; Parcel</b>	:	MD-16-183.09-01-58.00
<b>Size and Location</b>	:	9.0 +/- acres of land located along the east side of S. Dupont Boulevard approximately 350 feet south of the Route 14 intersection.

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**I. BACKGROUND INFORMATION:**

- The applicant proposes to construct approximately 72,300 square feet of self-storage, including a 1,200 square foot manager’s office/residence on the above referenced parcel.
- Chapter 230-14(C)(17) states “business, commercial or industrial uses that do not adversely affect neighboring properties” are a conditional use subject to special requirements set forth by City Council.
- Chapter 230-14(C)(16) states “all dwellings other than single-family with a maximum density of 12 units per acre” are a conditional use subject to special requirements set forth by City Council.

**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:

- The applicant sought a variance from Chapter 230-45.2(D) from the Board of Adjustment on September 10, 2020 which states “no buildings, structures, impervious surface, fill, obstructions to drainage, or land disturbance shall be situated nearer than 25 feet to a

delineated wetlands area.” The applicant proposes to install the stormwater outfall and perform general regrading of the steep slopes located along the south side of the project site within the required wetland buffer area.

- Other than the wetland buffer variance request, the Preliminary Site Plan meets the minimum standards to Chapter 230 Zoning and Chapter 200 Subdivision of Land.
- 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 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 by an existing railroad easement and an existing retail pharmacy. The property is bound on the south by the Mispillion River and bound on the east by a residentially zoned property containing two dwelling units. The property is bound on the west by Route 113.*

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

*The proposed use is allowed by conditional use approval within the C-3 Highway Commercial and the I-1 Limited Industrial zoning districts.*

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 the zoning code permits the use by conditional use approval from City Council.*

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

*The project contains an existing line of trees on the eastern edge that provides a visual buffer from the adjacent residential property to the east. A landscape buffer has been shown on the preliminary site plan and will include a 6 foot tall privacy fence. No screening is required from the Mispillion River or the railroad easement.*

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. The subject parcel is located along an established principal arterial state maintained road which includes other highway commercial uses.*

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

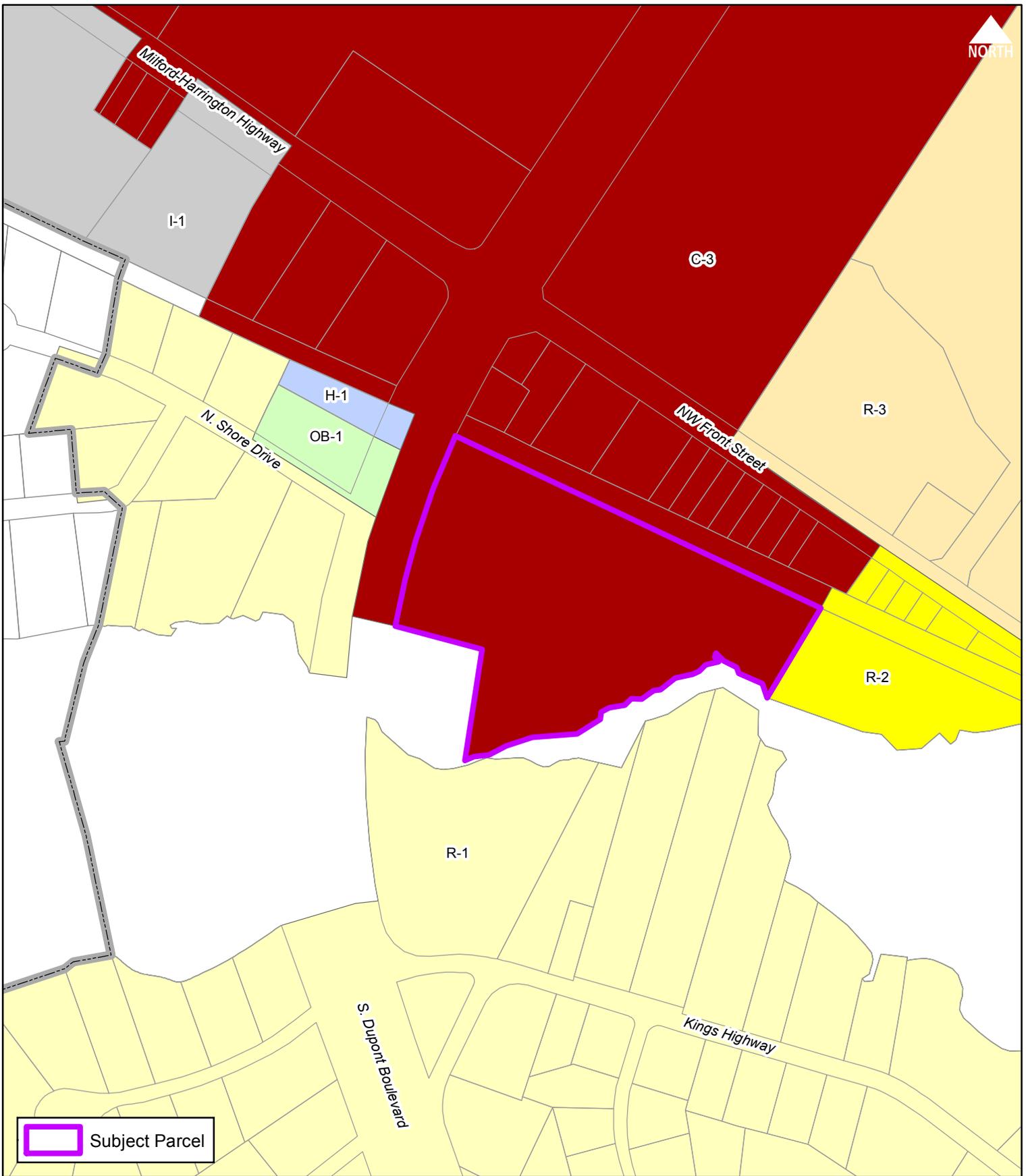
*The site is located along an established state maintained principal arterial (S. Dupont Boulevard) and the applicant will be required to obtain DelDOT approval for the proposed entrance prior to final site plan approval. The proposed site plan meets the minimum parking and setback requirements for the proposed use and screening has been provided between the subject parcel and the residentially zoned property to the east.*

- 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  
See attached response to PLUS comments dated July 30, 2020.
- **DelDOT Planning, Development Coordination**  
Contact: Joshua Schwartz - 302-760-2768
  1. No person, firm, corporation or the like shall construct, open, reconstruct, maintain, modify or use any crossing or entrance onto a state-maintained highway, street or road, including any drainage modifications leading into or carried by the highway drainage system, without first having complied with standards and regulations adopted by the Department and having obtained a permit issued by the Department.
  2. The developer shall contact DelDOT to schedule a pre-submittal meeting.
- **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: Keith Kooker – 302-739-9946  
No comments provided.
- **Sussex Conservation District**  
Contact: Jessica Watson – 302-856-2105  
No comments provided.
- **Delaware State Fire Marshal's Office**  
Contact: Duane Fox – 302-856-5298  
See attached comments.

- **Carlisle Fire Company**  
No comments provided.
- **City Engineer**  
Contact: Jason McClafferty, P.E. – KCI Technologies  
See attached Preliminary Site Plan review comments dated August 17, 2020 and corresponding responses from the applicant.
- **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.



	Scale:  Feet 0      150      300	Title: <b>Preliminary Conditional Use Site Plan</b> <b>1st State Self Storage</b> <b>Location &amp; Zoning Map</b>
	Drawn by: WRP      Date: 07/24/20	
Filepath: PreliminarySitePlan_1stStateSelfStorage.mxd		

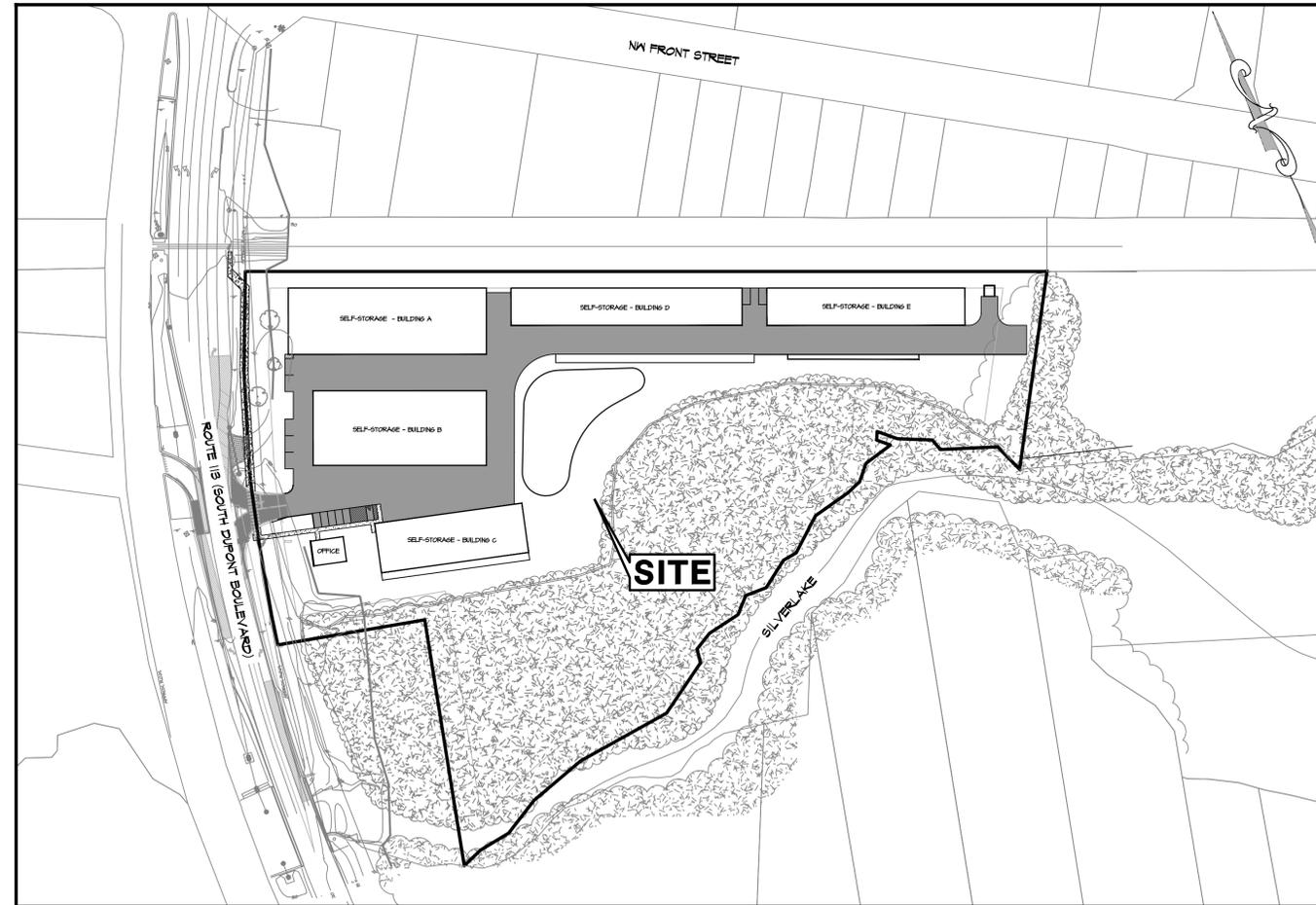
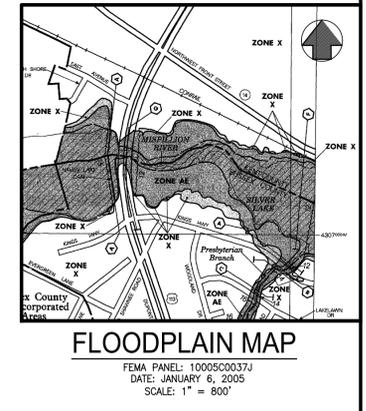
# 1ST STATE SELF STORAGE

## CITY OF MILFORD

### PRELIMINARY SITE PLAN

#### SITE DATA

- PROJECT TITLE/NAME: 1ST STATE SELF STORAGE  
ADDRESS: 11 SOUTH DUPONT BOULEVARD  
MILFORD, DE 19963
- TAX PARCEL: MD-16-183.09-01-58.00-000  
DEED REFERENCE: D 0616 0331
- OWNER: SAVANNAH VENTURES, L.L.C.  
1 SOUTH CLEVELAND AVE  
WILMINGTON, DE 19805
- DEVELOPER: 1ST STATE SELF STORAGE OZ, LLC  
606 BALTIMORE AVENUE, SUITE 202  
TOWSON, MARYLAND 21204
- EXISTING ZONING: C-3
- PROPOSED ZONING: C-3
- EXISTING USE: HIGHWAY COMMERCIAL (VACANT)
- PROPOSED USE: HIGHWAY COMMERCIAL (SELF STORAGE)
- TOTAL SITE ACREAGE: 9.25 AC.±
- NET DEVELOPMENT CALCULATIONS:  
BUILDING AREA: 1.69 AC. (18.3%)  
PARKING/MISC. IMPERVIOUS: 1.47 AC. (15.9%)  
WETLAND AREA: 3.31 AC. (35.8%)  
OPEN SPACE: 2.78 AC. (30.0%)
- BULK AREA REQUIREMENTS: C-3 HIGHWAY COMMERCIAL DISTRICT  
MINIMUM SETBACKS:  
FRONT: 30' PROVIDED  
SIDE: 20' (50' AGGREGATE) 50' 20' (50' AGGREGATE)  
REAR: 50' 50'
- LOT WIDTH: 150' MIN 230' - 725'±  
LOT DEPTH: 100' MIN 980'±  
MIN LOT AREA: 1 ACRE 9.25 AC.±  
MAX BUILDING HEIGHT: 3 STORIES OR 35 FEET 1 STORY  
MAX LOT COVERAGE: 80% 34.6%
- PARKING SPACE CALCULATIONS: 1 PER 2 EMPLOYEES ON SHIFT OF GREATEST EMPLOYMENT PLUS 1 PER 200 SQFT OF AREA DEVOTED TO SALES  
REQUIRED: 1 EMPLOYEE + 200 SQFT = 2 SPACES  
PROVIDED: 6 SPACES + 7 TEMPORARY SPACES
- WETLANDS: 3.31 AC.± (35.8%)
- EXISTING BASE INFORMATION, BOUNDARY, AND TOPOGRAPHIC DATA, AND WETLAND BOUNDARY PROVIDED BY MERIDIAN ARCHITECTS & ENGINEERING, AS SHOWN ON FINAL SITE PLAN DATED APRIL 30, 2010. WETLANDS WILL BE REDELINEATED.
- ALL ELEVATIONS BASED ON AN ASSUMED DATUM WITH A BENCHMARK PROVIDED ON SHEET PP-3. THE DIFFERENCE FROM PLAN DATUM TO NAVD88 IS -3.01'. HORIZONTAL DATUM IS BASED ON NAD83.
- WATER SERVICE: PUBLIC - CITY OF MILFORD
- A) SANITARY SEWER: PUBLIC - CITY OF MILFORD  
B) ESTIMATED EDUS: 1  
250 GALLONS PER DAY = 1 EDU
- ELECTRIC SERVICE: PUBLIC - CITY OF MILFORD  
SERVICE TO BE DRAWN FROM POWER POLE WITH NUMBER 51426 13111
- THE SUBJECT PROPERTY IS PARTIALLY LOCATED WITHIN ZONES X (OUTSIDE THE LIMITS OF THE 100 YEAR FLOODPLAIN) AND AE (100 YEAR FLOODPLAIN BASE FLOOD ELEVATION 12 FEET) AS SHOWN ON FLOOD INSURANCE RATE MAP NUMBER 100050037J (COMMUNITY NUMBER 100042) WITH EFFECTIVE DATE OF JANUARY 6, 2005.
- SITE DOES NOT CONTAIN ANY WELLHEAD PROTECTION AREAS, SOURCE WATER PROTECTION AREAS, OR AREAS OF EXCELLENT GROUNDWATER RECHARGE.
- THE STORM DRAIN SYSTEM WILL BE PRIVATELY OWNED AND MAINTAINED.

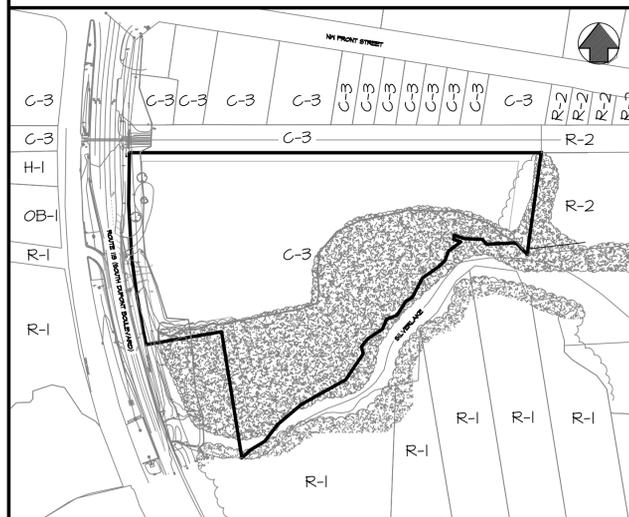


#### INDEX OF DRAWINGS

Sheet Number	Sheet Title
PP-1	TITLE
PP-2	PRELIMINARY NOTES
PP-3	PRELIMINARY PLAN



BEFORE YOU DIG  
CALL UTILITY  
LOCATION SERVICES  
IT'S THE LAW  
MISS UTILITY  
811



C-3 HIGHWAY COMMERCIAL DISTRICT  
R-1 SINGLE-FAMILY RESIDENTIAL DISTRICT  
R-2 RESIDENTIAL DISTRICT  
OB-1 OFFICE BUILDING DISTRICT  
H-1 INSTITUTIONAL DEVELOPMENT DISTRICT

**MRA**  
**MORRIS & RITCHE ASSOCIATES, INC.**  
ENGINEERS, PLANNERS,  
SURVEYORS, AND LANDSCAPE  
ARCHITECTS  
8 WEST MARKET STREET  
GEORGETOWN, DE. 19947  
302-855-5734

OWNER  
SAVANNAH VENTURES, L.L.C.  
1 SOUTH CLEVELAND AVENUE  
WILMINGTON, DE 19805  
C/O: MICHAEL L. DISABATINO,  
MANAGING MEMBER  
P: (302) 652-3838 EXT: 113

DEVELOPER  
1ST STATE SELF STORAGE OZ, LLC  
606 BALTIMORE AVENUE, SUITE 202  
TOWSON, MD 21204  
C/O: BRUCE O'HEIR  
P: (410) 494-8889

**1ST STATE SELF STORAGE**  
PRELIMINARY PLAN  
CITY OF MILFORD, DELAWARE  
MILFORD HUNDRED  
KENT COUNTY, DE

CITY OF MILFORD APPROVAL

MARK WHITFIELD CITY MANAGER DATE

CITY PLANNING DEPARTMENT APPROVAL

PLANS HAVE BEEN REVIEWED AND ARE FOUND TO BE IN GENERAL CONFORMANCE WITH THE MOST RECENTLY ADOPTED AND/OR CERTIFIED VERSIONS OF THE CITY OF MILFORD'S CODE OF ORDINANCES AND COMPREHENSIVE LAND USE PLAN. THE OWNER AND THEIR ENGINEER AND/OR SURVEYOR ASSUME ALL RESPONSIBILITY FOR THE DESIGN AS CONTEMPLATED HEREIN AND ACCURACY OF ALL INFORMATION SHOWN HEREON.

CITY ENGINEER APPROVAL

CONSTRUCTION IMPROVEMENTS PLANS HAVE BEEN REVIEWED AND ARE FOUND TO BE IN GENERAL CONFORMANCE WITH THE CITY OF MILFORD'S STANDARD SPECIFICATIONS FOR INSTALLATION OF UTILITY CONSTRUCTION PROJECTS AND SUBDIVISION PAVEMENT DESIGN. THE OWNER AND THEIR ENGINEER AND/OR SURVEYOR ASSUME ALL RESPONSIBILITY FOR THE DESIGN AS CONTEMPLATED HEREIN AND ACCURACY OF ALL INFORMATION SHOWN HEREON.

JASON McCLAFFERTY, P.E. CITY ENGINEER DATE

ENGINEER'S CERTIFICATION

I, THE UNDERSIGNED, HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF DELAWARE AND THAT THE PLAN SHOWN AND DESCRIBED HEREON, OTHER THAN THE PROPERTY BOUNDARY AND TOPOGRAPHY, IS TRUE AND CORRECT TO THE ACCURACY REQUIRED BY ACCEPTED STANDARDS AND PRACTICES AND BY THE KENT COUNTY SUBDIVISION AND LAND DEVELOPMENT REGULATIONS TO THE EXTENT THAT IT DESCRIBES THE PROPOSED MANNER AND LAYOUT OF THE SUBDIVISION.

KENNETH M. USAB, P.E. DATE  
DE. LICENSE NO. #10832

DEVELOPER'S PLAN DEVELOPMENT APPROVAL:

I, AS DEVELOPER OF THE PROJECT, HEREBY APPROVE THESE PLANS FOR DEVELOPMENT AS SHOWN OR OTHERWISE NOTED.

SIGNATURE DATE  
PRINTED NAME: 1ST STATE SELF STORAGE OZ, LLC. DATE  
606 BALTIMORE AVENUE, SUITE 202  
TOWSON, MD 21204  
CONTACT: BRUCE O'HEIR

OWNER'S APPROVAL:

I HEREBY CERTIFY THAT I AM THE LEGAL OWNER OF ALL PROPERTY THAT IS BEING AMENDED BY THIS PLAN AND THAT THE PLAN WAS MADE UNDER MY DIRECTION AND FREE CONSENT, AND THAT I DESIRE THAT THIS PLAN BE DEVELOPED IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATION.

SIGNATURE DATE  
PRINTED NAME: MR. MICHAEL L. DISABATINO DATE:  
SAVANNAH VENTURES, L.L.C.  
1 SOUTH CLEVELAND AVENUE  
WILMINGTON, DE 19805

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MORRIS & RITCHE ASSOCIATES, INC.

CITY COMMENTS		
NO.	REVISION	DATE
20841	DNV	07/09/20

TITLE  
SHEET NUMBER

PP-1

# GENERAL SITE PLAN NOTES

1. THE BOUNDARY INFORMATION SHOWN ON THESE DRAWINGS IS BASED ON A SURVEY PERFORMED BY MERIDIAN ARCHITECTS & ENGINEERING, ON APRIL 30, 2010.
2. A TOPOGRAPHIC SURVEY WAS PERFORMED BY MERIDIAN ARCHITECTS & ENGINEERING OF MILTON, DELAWARE ON APRIL 30, 2010. ELEVATIONS ARE BASED ON CONTROL MONUMENT, NORTHING: 332941.45, EASTING: 648497.82, WITH AN ELEVATION OF 27.47 NGVD88.
3. HORIZONTAL DATUM IS BASED ON DELAWARE STATE GRID, NAD83.
4. HYDRIC SOILS ARE INDICATED AS BEING PRESENT ACCORDING TO THE KENT COUNTY SOIL SURVEY. SOILS HAVE BEEN INSPECTED BY \_\_\_\_\_, A LICENSED WETLANDS SCIENTIST.
5. EXISTING UTILITIES ARE SHOWN IN ACCORDANCE WITH THE BEST AVAILABLE INFORMATION. COMPLETENESS OR CORRECTNESS THEREOF IS NOT GUARANTEED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE UTILITY COMPANIES INVOLVED IN ORDER TO SECURE THE MOST ACCURATE INFORMATION AVAILABLE AS TO UTILITY LOCATION AND ELEVATION. NO CONSTRUCTION AROUND OR ADJACENT TO UTILITIES SHALL BEGIN WITHOUT NOTIFYING THEIR OWNERS AT LEAST 48 HOURS IN ADVANCE. THE CONTRACTOR SHALL TAKE THE NECESSARY PRECAUTIONS TO PROTECT THE EXISTING UTILITIES AND MAINTAIN UNINTERRUPTED SERVICE AND ANY DAMAGE DONE TO THEM DUE TO HIS/HER NEGLIGENCE SHALL BE IMMEDIATELY AND COMPLETELY REPAIRED AT THE CONTRACTOR'S EXPENSE. TO LOCATE EXISTING UTILITIES IN THE FIELD PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL CONTACT MISS UTILITY DELMARVA (800-282-8555) A MINIMUM OF THREE (3) CONSECUTIVE WORKING DAYS PRIOR TO ANY EXCAVATION.
6. 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 SPECIFICATIONS FOR INSTALLATION OF UTILITY CONSTRUCTION AND SUBDIVISION PAVEMENT DESIGN, AND ALL APPLICABLE AGENCIES HAVING JURISDICTION OVER THE PROPOSED IMPROVEMENTS.
7. USE ONLY SUITABLE AND APPROVED GRANULAR MATERIAL FOR BACKFILLING TRENCHES.
8. 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.
9. 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.
10. 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.
11. CONDUCTIVE TRACER WIRE SHALL BE INSTALLED WITH ALL NON-METALLIC WATER PIPE AND SERVICES; AND ALONG ALL SEWER LATERALS AND FORCEMAIN. WIRE SHALL BE SECURED TO THE PIPE AND SHALL BE SECURELY BONDED TOGETHER AT ALL WIRE JOINTS WITH APPROVED WATERTIGHT CONNECTORS. TRACER WIRE SHALL BE ACCESSIBLE AT ALL VALVE BOXES, METER PITS, CLEANOUTS, AND AIR RELEASE VALVES.
12. PRIOR TO ISOLATION AND CUT-IN PROCEDURES, CONTRACTOR SHALL EXCAVATE, LOCATE, AND OBSERVE FUNCTION OF ALL EXISTING VALVES TO ASSIST IN THE SYSTEM ISOLATION.
13. SHOP DRAWINGS FOR ANY ITEM(S) WHICH WILL EVENTUALLY BE TAKEN OVER BY THE CITY SHALL BE SUBMITTED TO THE CITY ENGINEER FOR REVIEW AND APPROVAL PRIOR TO THE ORDERING OF AND/OR INSTALLATION OF THE ITEM(S).
14. ALL SANITARY SEWER MAINS AND FORCEMANS 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.
15. THERE SHALL BE A MINIMUM HORIZONTAL SEPARATION BETWEEN WATER MAINS AND SANITARY SEWER MAINS AND FORCEMANS 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 FORCEMANS 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.
16. THERE SHALL BE A MINIMUM VERTICAL SEPARATION OF 12 INCHES BETWEEN ANY STORM DRAIN PIPE AND ANY WATER MAIN OR SEWER MAIN. IF 12 INCHES CANNOT BE MAINTAINED, A MINIMUM OF SIX (6) INCHES IS REQUIRED AND PROVISIONS SHALL BE MADE ACCEPTABLE TO THE CITY OF MILFORD FOR PROPERLY ENCASING THE PIPE IN CONCRETE.
17. THE SUBJECT PROPERTY IS PARTIALLY LOCATED WITHIN ZONES X (OUTSIDE THE LIMITS OF THE 100 YEAR FLOODPLAIN) AND AE (100 YEAR FLOODPLAIN BASE FLOOD ELEVATION 12 FEET) AS SHOWN ON FLOOD INSURANCE RATE MAP NUMBER 10005C0037J (COMMUNITY NUMBER 100042) WITH EFFECTIVE DATE OF JANUARY 6, 2005
18. ALL ROADWAYS ARE TO BE SWEEPED FREE OF SEDIMENT ON A DAILY BASIS.
19. THE CONTRACTOR SHALL REMOVE AND IMMEDIATELY REPLACE, RELOCATE, RESET OR RECONSTRUCT ALL OBSTRUCTIONS IN THE WORK AREA, INCLUDING, BUT NOT LIMITED TO, MAILBOXES, SIGNS, LANDSCAPING, LIGHTING, PLANTERS, CULVERTS, DRIVEWAYS, PARKING AREAS, CURBS, GUTTERS, FENCES, OR OTHER NATURAL OR MAN-MADE OBSTRUCTIONS. TRAFFIC CONTROL REGULATORY, WARNING AND INFORMATIONAL SIGNS SHALL REMAIN FUNCTIONAL AND VISIBLE TO THE APPROPRIATE LANES OF TRAFFIC AT ALL TIMES, WITH THEIR RELOCATION KEPT TO A MINIMUM DISTANCE.
20. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT PAVING IS INSTALLED TO THE ELEVATIONS SHOWN AND THAT NO PONDING OF WATER WILL OCCUR AFTER PAVING IS COMPLETE.
21. THE STORM DRAINAGE SYSTEM HAS BEEN DESIGNED USING THE CRITERIA OF THE STATE OF DELAWARE DEPARTMENT OF TRANSPORTATION DEVELOPMENT COORDINATION MANUAL, LATEST EDITION.
22. ALL FIRE LANES, FIRE HYDRANTS, EXITS, AND STANDPIPES WILL BE MARKED IN ACCORDANCE WITH STATE FIRE PREVENTION REGULATIONS.
23. 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.
24. 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.
25. 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.
26. THE OWNER AND/OR THEIR CONTRACTOR IS RESPONSIBLE FOR OBTAINING THE SERVICES OF A PROFESSIONAL SURVEYOR LICENSED IN THE STATE OF DELAWARE FOR THE PERMANENTLY RE-ESTABLISHING OF 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.
27. THE OWNER SHALL BE RESPONSIBLE FOR THE SHORT-TERM MAINTENANCE OF THE ANY AND ALL STORMWATER MANAGEMENT FACILITIES AND STORM SEWER SYSTEMS UNTIL SUCH TIME THAT THE LONG-TERM MAINTENANCE RESPONSIBILITIES CAN BE TRANSFERRED TO A LEGALLY-ESTABLISHED HOMEOWNERS ASSOCIATION OR OTHER RESPONSIBLE ENTITY.
28. 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, STORM SEWER PIPES AND CATCH BASINS, INSTALLED FULLY WITHIN CITY RIGHT-OF-WAY; ONCE THE FOLLOWING CONDITIONS HAVE BEEN MET:
  - A. ALL ITEMS HAVE PASSED CITY INSPECTION;
  - B. THE CITY HAS RECEIVED AND APPROVED DIGITAL AND HARD COPIES OF THE RECORD DRAWINGS; AND
  - C. THE RIGHTS-OF-WAY AND/OR EASEMENTS HAVE BEEN DEEDED TO THE CITY AND RECORDED WITH THE RECORDER OF DEEDS.
29. 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.
30. 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.
31. 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.
32. FINAL APPROVAL FROM THE CITY SHALL BECOME VOID IF THE FINAL RECORD PLAT IS NOT RECORDED WITHIN 90 DAYS OF THE DATE OF PLANNING COMMISSION'S GRANTING OF FINAL APPROVAL. IF CONSTRUCTION OF THE APPROVED IMPROVEMENTS IS NOT SUBSTANTIALLY UNDERTAKEN WITHIN ONE (1) YEAR OF FINAL SITE PLAN APPROVAL, THE SITE PLAN APPROVAL SHALL BE VOID. THE APPLICANT MAY REQUEST A ONE (1) YEAR EXTENSION FROM THE PLANNING COMMISSION FOR GOOD CAUSE.
33. THE APPLICANT IS RESPONSIBLE TO ENSURE THAT ALL CITY AND/OR AGENCY CONSTRUCTION PERMIT APPLICATIONS HAVE BEEN COMPLETED, SUBMITTED, AND ALL APPLICABLE FEES HAVE BEEN PAID PRIOR TO COMMENCING CONSTRUCTION. THE CITY SHALL NOT BE HELD RESPONSIBLE FOR AN ANTICIPATED CONSTRUCTION START DATE THAT IS NOT MET DUE TO THE APPLICANT OR HIS/HER CONTRACTOR NOT HAVING MET THE CONSTRUCTION PERMITTING REQUIREMENTS.
34. 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/OR TO POST A COMPLETION GUARANTY FOR ANY IMPROVEMENTS WHICH WILL EVENTUALLY BE TAKEN OVER BY THE CITY. THE GUARANTY SHALL BE IN AN AMOUNT EQUAL TO 150% OF THE COST OF THE IMPROVEMENTS AS ESTIMATED OR APPROVED BY THE CITY ENGINEER. THE GUARANTY SHALL BE IN THE FORM OF A BOND OR FUNDS DEPOSITED IN AN ESCROW ACCOUNT. THE PUBLIC WORKS AGREEMENT AND THE GUARANTY SHALL BE REVIEWED AND APPROVED BY THE CITY SOLICITOR. THE COMPLETION GUARANTEE SHALL NOT BE RELEASED UNTIL A MAINTENANCE BOND IN THE AMOUNT OF 10% OF THE IMPROVEMENTS HAS BEEN SUBMITTED.
35. A MAINTENANCE BOND IN THE AMOUNT OF 10% OF THE CONSTRUCTION VALUE FOR ANY CONSTRUCTED IMPROVEMENTS AND A PERFORMANCE BOND IN THE AMOUNT OF 125% OF THE CONSTRUCTION VALUE FOR ANY UNCOMPLETED WORK SHALL BE PROVIDED IN ORDER TO ACHIEVE FINAL COMPLETION OF THE IMPROVEMENTS AND RELEASE OF ANY COMPLETION GUARANTY. THE MAINTENANCE PERIOD SHALL BE A MINIMUM OF ONE YEAR AND ALL CONSTRUCTION VALUES MUST BE SUBMITTED TO, REVIEWED AND APPROVED BY THE CITY ENGINEER PRIOR TO THE ISSUANCE OF ANY BONDS.
36. UPON COMPLETION OF THE CONSTRUCTION IMPROVEMENTS AND PRIOR TO THE RELEASE OF ANY DEVELOPER'S COMPLETION GUARANTEE, THE DEVELOPER SHALL PROVIDE THE CITY ENGINEER A DRAFT PAPER SET OF DETAILED RECORD PLANS (PLAN VIEW AND PROFILE SHEETS). 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 OR SURVEYOR. ADDITIONALLY, A CD SHALL BE PROVIDED WITH DIGITAL RECORD INFORMATION IN AUTOCAD FORMAT (VERSION 2018 OR LATER). THE DIGITAL INFORMATION SHALL BE ON DELAWARE STATE PLANE, NAD 83 HORIZONTAL CONTROL AND NAVD88 VERTICAL CONTROL. RECORD PLAN INFORMATION SHALL INCLUDE SURVEYED AS-BUILT ELEVATIONS AND HORIZONTAL LOCATIONS OF THE FOLLOWING:
  - A. ALL PROPERTY MONUMENTS/MARKERS;
  - B. SEWER MANHOLE RIM & INVERT ELEVATIONS, WITH ASSOCIATED PIPE SIZES & MATERIALS NOTED, PUMP STATION RIM, BOTTOM & INVERT ELEVATIONS WITH ASSOCIATED PIPE SIZES & MATERIALS NOTED, FORCEMAIN INVERT ELEVATIONS EVERY 50 FEET, FORCEMAIN AIR RELEASE VALVE RIM & INVERT ELEVATIONS, SEWER CLEANOUT RIM & INVERT ELEVATIONS, AND GREASE TRAP RIM, BOTTOM & INVERT ELEVATIONS;
  - C. WATER VALVES, FIRE HYDRANTS, METER VAULTS, METER PITS, AND CURB STOPS;
  - D. STORM SEWER CATCH BASIN AND/OR MANHOLE GRATE, RIM & INVERT ELEVATIONS WITH ASSOCIATED PIPE SIZES & MATERIALS NOTED; AND ANY OTHER ITEM WHICH WILL BE TAKEN OVER BY THE CITY.
37. THE CONTRACTOR SHALL NOTIFY THE CITY PUBLIC WORKS DEPARTMENT AT (302) 422-1110 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.
38. PROVIDE A STATEMENT REGARDING THE PRESENCE OR ABSENCE OF SOURCE WATER PROTECTION AREAS.
39. PROVIDE A STATEMENT REGARDING THE PRESENCE OR ABSENCE OF STATE OR FEDERALLY REGULATED WETLANDS. IF WETLANDS ARE PRESENT, ADD THE TOTAL ACREAGE OF WETLANDS TO THE DATA COLUMN ALONG WITH THE TOTAL AMOUNT TO BE DISTURBED.
40. UPON RECORDATION OF THIS PLAT, THE CITY WILL HAVE THE RIGHT OF INGRESS AND EGRESS TO ALL MULTIFAMILY AREAS FOR THE PURPOSE OF MAINTAINING UTILITIES AND FOR TRASH REMOVAL SERVICES



## MORRIS & RITCHIE ASSOCIATES, INC.

ENGINEERS, PLANNERS,  
SURVEYORS, AND LANDSCAPE  
ARCHITECTS

8 WEST MARKET STREET  
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# 1ST STATE SELF STORAGE

PRELIMINARY PLAN  
CITY OF MILFORD, DELAWARE

KENT COUNTY, DE

MILFORD HUNDRED

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MORRIS & RITCHIE ASSOCIATES, INC.

NO.	REVISION	DATE
1	CITY COMMENTS	8/21/20

JOB NO.	DRAWN BY	ISSUED
20841	DNV	07/09/20

SHEET TITLE

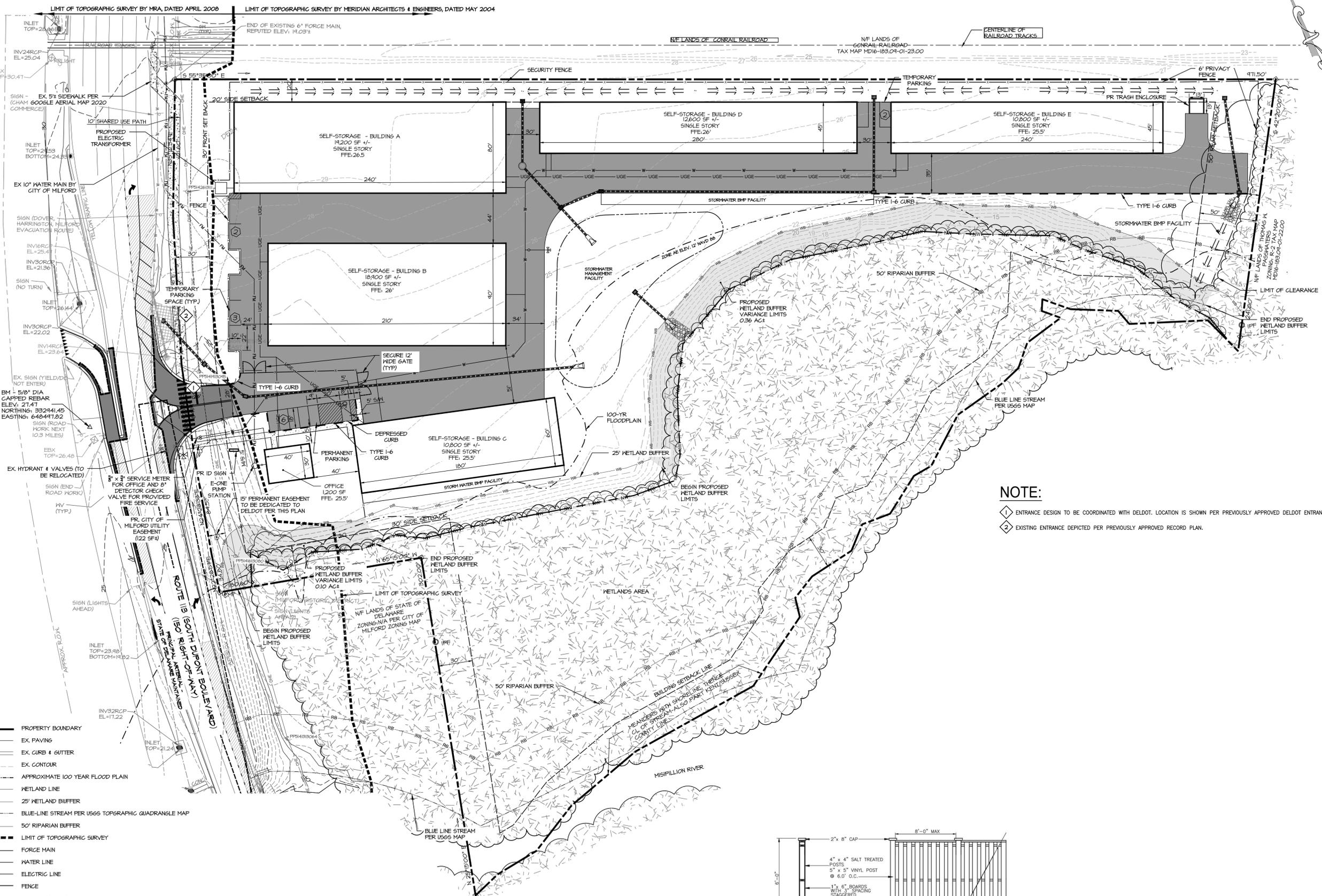
PRELIMINARY  
NOTES

SHEET NUMBER

# PP-2

**1ST STATE SELF STORAGE**

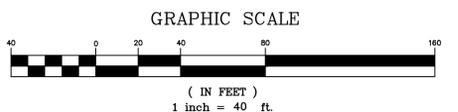
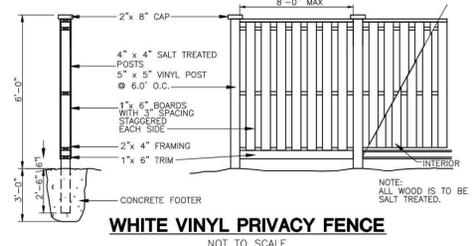
PRELIMINARY PLAN  
CITY OF MILFORD, DELAWARE  
MILFORD HUNDRED  
KENT COUNTY, DE



**NOTE:**  
 1 ENTRANCE DESIGN TO BE COORDINATED WITH DELDOT. LOCATION IS SHOWN PER PREVIOUSLY APPROVED DELDOT ENTRANCE PLANS.  
 2 EXISTING ENTRANCE DEPICTED PER PREVIOUSLY APPROVED RECORD PLAN.

**LEGEND**

---	PROPERTY BOUNDARY
---	EX. PAVING
---	EX. CURB & GUTTER
---	EX. CONTOUR
---	APPROXIMATE 100 YEAR FLOOD PLAN
---	WETLAND LINE
---	25' WETLAND BUFFER
---	BLUE-LINE STREAM PER USGS TOPOGRAPHIC QUADRANGLE MAP
---	50' RIPARIAN BUFFER
---	LIMIT OF TOPOGRAPHIC SURVEY
---	FORCE MAIN
---	WATER LINE
---	ELECTRIC LINE
---	FENCE
---	6' PRIVACY FENCE
---	FR. STORMDRAIN
---	FR. TYPE I-6 CURB
---	FR. PAVEMENT
---	CONCRETE
---	SHALE FLOW
---	WETLAND BUFFER VARIANCE LIMITS



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NO.	REVISION	DATE
20841	DNV	07/09/20

SHEET TITLE

PRELIMINARY PLAN

SHEET NUMBER  
**PP-3**

# CONDITIONAL USE WRITTEN SUMMARY

## **1<sup>st</sup> State Storage – Milford Facility**

11 South DuPont Blvd.

Milford, Delaware

Kent County

MRA #20841

1<sup>st</sup> State Storage OZ, LLC proposes to construct an approximately 72,300 square foot self-storage site, including a 1,200 square foot manager's office/residence, on US 113 NB, north of Silver Lake. The tax parcel, MD-16-183.09-01-58.00-000, is zoned C-3 Highway Commercial. Per Chapter 230, Section 14, Subsection C(17) "Business, commercial or industrial uses that do not adversely affect neighboring properties" are considered a "Conditional use subject to special requirements" and "are permitted subject to receiving a conditional use permit by the City Council as provided in Article IX" of Chapter 230. The intended purpose of this written summary is to show how the proposed site meets the requirements set forth in both the City of Milford code and the Conditional Use application.

The self-storage units will be a mix of exterior and interior (climate controlled) units, with secure vehicular access. The 1,200 square foot manager's office, including no more than 200 square feet dedicated to sales, will potentially serve as said manager's residence. No other employees are anticipated. Office hours of operation are tentatively proposed to be M-F 9AM to 5PM and Sat 9AM-1PM. 24/7 access to storage units is anticipated. Storage of hazardous materials will be prohibited.

The subject site is bounded on the West by US 113. It is bounded on the North by the Conrail Railroad property. It is bounded to the East by a parcel zoned R-2 Residential which includes two residences. It is bounded to the South by State property (with no zoning information provided by the City of Milford) and the Mispillion River connection between Haven and Silver Lakes. The properties on the opposite side of the railroad tracks are all zoned C-3 Highway Commercial. It includes a mixture of commercial and residential uses. Approximately 3.68 acres of the subject site is forested, with approximately 0.30 acres of clearing anticipated. Overlapping with a portion of the forested area is approximately 3.31 acres of non-tidal wetlands.

The immediate and surrounding area of the subject site is a mixture of uses and a self-storage facility would be in line with the character of the area. As a secured facility, it will create minimal vehicle trip generation, thus not adversely impacting the existing street network utilized by surrounding businesses and residences. It should be noted the City of Milford previously approved a site plan on October 27, 2010 that would have created higher trip generations. The railroad tracks and wetlands serve as physical barriers, preventing traffic access to adjacent properties. The existing forest will also provide a natural landscape buffer between the adjacent R-2 parcel and the subject site. The subject site will also meet all City of Milford code requirements to include (but not be limited to) building setbacks, parking, and landscape screening. This project is also seeking a variance to allow stabilization work within the wetland buffer. Approvals will ultimately be obtained from DeIDOT, the Kent Conservation District, City of Milford Public Works, State Fire Marshal, and the Office of Drinking Water prior to obtaining final approvals from the City of Milford. The regulatory agency approvals will provide sufficient safeguards to remove potential adverse influences as required by the City of Milford code



ISO 9001:2015 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

1352 Marrows Road, Suite 100 • Newark, DE 19711 • Phone 302-731-9176 • Fax 302-731-7807

August 17, 2020

City of Milford  
201 South Walnut Street  
Milford, Delaware 19963

Attention: Rob Pierce

**Subject: 1<sup>st</sup> State Self Storage – Plan Review**  
KCI Job No. 131803632 – Task 25

Dear Mr. Pierce,

As requested, KCI Technologies reviewed the Preliminary Site Plan for 1<sup>st</sup> State Self Storage per the City of Milford's Standard Specifications, Codes, and general engineering best practices. This plan was submitted by MRA and is dated July 9, 2020.

1. Address the following in the Site Data column:
  - a. List the deed references for the parcel per Kent County PRIDE.
  - b. List the Horizontal and Vertical Datum (i.e. NAD 83 and NAVD 88)
  - c. Verify the total site area. Per Kent County PRIDE, the site area is 9 acres.
  - d. Verify the Net Development Calculations. The areas should equal the total site area. In addition, add the open space area.
  - e. List the rear setback of 50' in the Bulk Area Requirements.
  - f. Currently, note 13 states that the wetlands will be redelineated. When they are redelineated, a note shall be added to the plan when the survey took place and whom did the survey. In addition, any boundaries on the plans and notes that list the area of the wetlands shall be revised per the updated wetland delineation.
  - g. Currently, the projected number of EDUs is just listed as 1. Provide the calculation for the projected number of EDUs.
  - h. Add a note that states that the storm drain system will be privately owned and maintained.
2. Address the following on the Title Sheet:
  - a. Add a north arrow to the location and floodplain maps.
  - b. Update the City of Milford Certifications (attached).

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- c. List all of the City of Milford General Notes on the plan (attached).
  - d. Provide a wetland certification statement.
3. Currently, there is a “proposed wetland buffer variance limits”. Clarify what this is.
  4. Revise the plan to show the up to date 100-year floodplain per the current FEMA FIRM panel. Currently, the plan shows the 25’ wetland buffer as the 100 year floodplain, which doesn’t appear to be correct based on the available GIS Data. A LOMR may be required to be submitted to fix any mapping area based on the existing/proposed grading.
  5. Revise the plan to show the mean high water line and the related 50’ riparian buffer.
  6. Add the northing and easting of the project benchmark to the plan.
  7. Dimension the width of the entrance on the plan.
  8. Add any business sign locations to the plan. They shall be at least 10’ from the R.O.W. line and 25’ from any of the adjacent properties.
  9. Currently, the handicap parking space is non accessible due to the fence on the east side of the parking space. Revise the parking spaces for the office so that all parking spaces are usable.
  10. Clearly label all fence on the plan.
  11. Currently, the northern most parallel parking space just south of Building A will not be useable if there is a vehicle in the middle parking space. Remove the temporary parking space just south of Building A so that the vehicles can enter and leave the parking spaces without hitting a building or other vehicle.
  12. Provide a shared use path along the entire lot frontage of 113. Coordination and approval from DelDOT will be needed for this.
  13. Add the width of the existing and proposed sidewalk along Route 113.
  14. The office shall be accessible from Route 113 with an ADA compliant sidewalk. Extend the proposed sidewalk to the entrance of the site and provide an ADA accessible path to the office building from the sidewalk along Route 113.
  15. Dimension the distance between the property line and the edge of pavement southeast of Building E.
  16. Clarify on the plan where the dumpster pad will be located and how trash will be collected on site due to the fence/gate.
  17. Currently, there is curb labeled south of Building E. Clarify on the plan where curb will be present with a more distinct line style throughout to eliminate confusion as to where curb is present.
  18. Verify that there is depressed curb for the handicap aisle so that pedestrians can access the office building.
  19. If the sidewalk in front of the office building is flush with the pavement, then parking blocks shall be provided for the parking spaces.

20. Per Chapter 230-22(B), provide a landscape bufferyard along the eastern property line due to the adjacent property being a residentially zoned lot.
21. Currently, there are overhead utilities along Route 113. Verify that the overhead utilities will not cause any construction issues.
22. Submit Construction Plans. The comments below may be addressed with the Construction Plan submission.
23. Currently, the water line just south of Building E extends past the water service. Clarify the reasoning for this or revise.
24. Provide a water meter pit and curbstop at the property line.
25. Revise the plan accordingly so that the water service comes straight off the main at a perpendicular angle.
26. In regards to the force main, provide the design data showing the design flow rate, total dynamic head, and velocity.
27. Provide a valve (lateral kit) at the property line for the force main to delineate Town/Private owned force main. The lateral kit should include a check valve, ball valve, and valve box to allow for operation and maintenance of the valves. The lateral kit will delineate the change in ownership between the City/owner.
28. Add the size, pipe type, location, inverts, elevation, etc. of all existing and proposed utilities (Sanitary, water, storm, etc.). The utilities shall follow the City's Standard Specifications.
29. Verify that there is 18" vertical separation between water and sanitary sewer crossings. This may be addressed on the construction set with a note or profiles showing the vertical separation.
30. Verify that there is 12" vertical separation between water and storm sewer crossings. This may be addressed on the construction set with a note or profiles showing the vertical separation.
31. Approval and coordination from the railroad will have to be completed prior to commencement of construction. Verify that there will be no disturbance on their property. In addition, coordination will have to be made for the sidewalk and force main extension since they are close to the railroad.
32. Submit the following:
  - a. Lighting Plan that meets IES standards.
  - b. Landscape Plan.
  - c. Fire Marshal Approval.
  - d. Kent Conservation District approval for the Sediment and Stormwater Management Plans.
  - e. Final Construction Plans (grading plan, existing conditions plan, inverts, elevations, details, etc.).

If you have any questions or comments regarding this letter, please do not hesitate to contact Eric Gibson any time at (302) 318-1087.

Sincerely,



Eric T. Gibson,  
Engineer in Training



Jason McClafferty, P.E.  
Project Manager

# MORRIS & RITCHIE ASSOCIATES, INC.

ENGINEERS, ARCHITECTS, PLANNERS, SURVEYORS,  
AND LANDSCAPE ARCHITECTS



August 21, 2020

City of Milford  
201 South Walnut Street  
Milford, Delaware 19963

ATTN: Mr. Rob Pierce

RE: 1<sup>st</sup> State Self Storage  
Preliminary Plan Review  
MRA 20841

Dear Mr. Pierce:

This letter is in response to the comments provided by KCI Technologies for the 1<sup>st</sup> State Self Storage – Milford Facility provided on August 17, 2020. We reviewed all comments and offer the following response to each comment.

Each comment in your letter is shown in *italicized text* followed by our written responses on behalf of the Developer, 1<sup>st</sup> State Self Storage OZ, LLC:

1. *Address the following in the Site Data column:*

a. *List the deed references for the parcel per Kent County PRIDE.*

**Response:** Deed reference D 0616 0331 has been added to the Site Data Column as part of Item 2.

b. *List the Horizontal and Vertical Datum (i.e. NAD 83 and NAVD 88)*

**Response:** The vertical datum is already indicated in Item 14. The horizontal datum is NAD83.

c. *Verify the total site area. Per Kent County PRIDE, the site area is 9 acres.*

**Response:** The boundary survey based on the deed information indicates a site area of 9.25 acres.

d. *Verify the Net Development Calculations. The areas should equal the total site area. In addition, add the open space area.*

**Response:** The net development calculations have been verified and the open space area has been added.

e. *List the rear setback of 50' in the Bulk Area Requirements.*

**Response:** The rear setback of 50' has been added to the Bulk Area Requirements.

8 West Market Street, Georgetown, DE 19947 (302) 855-5734 Fax: (302) 855-0157 www.mragta.com

- f. *Currently, note 13 states that the wetlands will be redelineated. When they are redelineated, a note shall be added to the plan when the survey took place and whom did the survey. In addition, any boundaries on the plans and notes that list the area of the wetlands shall be revised per the updated wetland delineation.*

**Response:** Comment acknowledged.

- g. *Currently, the projected number of EDUs is just listed as 1. Provide the calculation for the projected number of EDUs.*

**Response:** A calculation was provided with the utility feasibility study. The proposed office / dwelling unit is equivalent to one (1) dwelling unit. If our design changes, we will coordinate with the City to ensure the system has the capacity. It should be noted the previously approved plan required approximately 12 EDUs, so we are confident the system has the capacity.

- h. *Add a note that states that the storm drain system will be privately owned and maintained.*

**Response:** A note indicated private ownership and maintenance of the storm drain system has been added to the site data as Item 20.

2. *Address the following on the Title Sheet:*

- a. *Add a north arrow to the location and floodplain maps.*

**Response:** A north arrow has been added to the location and floodplain maps.

- b. *Update the City of Milford Certifications (attached).*

**Response:** The City of Milford Certifications have been updated to those provided, including adjustments for the current City Manager and City Engineer.

- c. *List all of the City of Milford General Notes on the plan (attached).*

**Response:** An additional sheet has been added to the plan set in order to include the provided City of Milford General Notes. Please note, Note 4 has not been filled out at this time, but will be addressed prior to Final Plan Approval.

- d. *Provide a wetland certification statement.*

**Response:** Wetland certification statements are unique to each soil scientist. MRA and the Developer are currently soliciting proposals for a wetland delineation. A wetland certification statement will be added to the plans prior to Final Plan Approval.

3. *Currently, there is a "proposed wetland buffer variance limits". Clarify what this is.*

**Response:** This project is requesting a variance from the City Code for minor impacts to the wetland buffer. The shaded area represents the area for which the wetland buffer variance is being requested for non-erosive conveyance of stormwater, minor grading and recommended stabilization improvements for the existing steep slope. You will also note that we modified the variance area based on City planning staff comments requiring an extension of the shared use path south of the proposed entrance and associated grading.

4. *Revise the plan to show the up to date 100-year floodplain per the current FEMA FIRM panel. Currently, the plan shows the 25' wetland buffer as the 100 year floodplain, which doesn't appear to be correct based on the available GIS Data. A LOMR may be required to be submitted to fix any mapping area based on the existing/proposed grading.*

**Response:** The plan has been revised and clarified. The 100-year floodplain line previously shown was the anticipated floodplain line after obtaining a FEMA LOMR since the existing ground elevations in a portion of the mapped flood plain area are higher than the specified base flood elevation. The current FEMA regulated floodplain line is now shown. The anticipated modification has been removed from the plan until a LOMR is formally approved.

5. *Revise the plan to show the mean high water line and the related 50' riparian buffer.*

**Response:** The mean high water line as depicted on the most recent revision of the United States Geological Survey Topographic Quadrangle Maps has been added along with a 50' buffer line.

6. *Add the northing and easting of the project benchmark to the plan.*

**Response:** The northing and easting has been added to the project benchmark.

7. *Dimension the width of the entrance on the plan.*

**Response:** The width of the entrance has been dimensioned.

8. *Add any business sign locations to the plan. They shall be at least 10' from the R.O.W. line and 25' from any of the adjacent properties.*

**Response:** The location of the proposed business sign has been identified. At this time, the size is not known, but will comply with City Code.

9. *Currently, the handicap parking space is non accessible due to the fence on the east side of the parking space. Revise the parking spaces for the office so that all parking spaces are usable.*

**Response:** The parking layout has been revised.

10. *Clearly label all fence on the plan.*

**Response:** The fence has been labeled.

11. *Currently, the northern most parallel parking space just south of Building A will not be useable if there is a vehicle in the middle parking space. Remove the temporary parking space just south of Building A so that the vehicles can enter and leave the parking spaces without hitting a building or other vehicle.*

**Response:** The parking space has been shifted.

12. *Provide a shared use path along the entire lot frontage of 113. Coordination and approval from DeIDOT will be needed for this.*

**Response:** The Plan had been amended to incorporate a shared use path per my coordination with Planning Staff on August 19, 2020 and confirmed via phone conference on August 20, 2020.

13. *Add the width of the existing and proposed sidewalk along Route 113.*

**Response:** The existing sidewalk and proposed shared use path and sidewalk widths have been added.

14. *The office shall be accessible from Route 113 with an ADA compliant sidewalk. Extend the proposed sidewalk to the entrance of the site and provide an ADA accessible path to the office building from the sidewalk along Route 113.*

**Response:** An ADA compliant shared use path and sidewalk have been provided for access to the office building from the existing sidewalk at the existing railroad sidewalk crossing.

15. *Dimension the distance between the property line and the edge of pavement southeast of Building E.*

**Response:** The distance between the property line and the edge of pavement southeast of Building E has been dimensioned.

16. *Clarify on the plan where the dumpster pad will be located and how trash will be collected on site due to the fence/gate.*

**Response:** A dumpster pad has been added. Trash will be collected privately. The trash collection company will be provided a gate code or key to be able to enter the site.

17. *Currently, there is curb labeled south of Building E. Clarify on the plan where curb will be present with a more distinct line style throughout to eliminate confusion as to where curb is present.*

**Response:** The line style has been adjusted as requested to clarify the plan.

18. *Verify that there is depressed curb for the handicap aisle so that pedestrians can access the office building.*

**Response:** A label denoting depressed curb has been added.

19. *If the sidewalk in front of the office building is flush with the pavement, then parking blocks shall be provided for the parking spaces.*

**Response:** At this time, the intent is to provide a sidewalk this is not flush with the pavement. Should this change as the design progresses, parking blocks will be added in the parking spaces.

20. *Per Chapter 230-22(B), provide a landscape bufferyard along the eastern property line due to the adjacent property being a residentially zoned lot.*

**Response:** A 6' privacy fence has been added as allowed by the code reference.

21. *Currently, there are overhead utilities along Route 113. Verify that the overhead utilities will not cause any construction issues.*

**Response:** No construction issues are anticipated at this time. The contractor will be required to coordinate with the City's Public Works department if it is determined there are potential conflicts with the proposed construction.

22. *Submit Construction Plans. The comments below may be addressed with the Construction Plan submission.*

**Response:** Construction plans will be submitted to the City along with other agency submissions.

23. *Currently, the water line just south of Building E extends past the water service. Clarify the reasoning for this or revise.*

**Response:** This has been corrected. Upon further inspection it was determined an additional hydrant is needed and it has also been added to the plans.

24. *Provide a water meter pit and curbstop at the property line.*

**Response:** The water meter pit and curb stop will be shown at the property line prior to submission of Construction plans.

25. *Revise the plan accordingly so that the water service comes straight off the main at a perpendicular angle.*

**Response:** The water service will be adjusted prior to submission of construction plans to the City.

26. *In regards to the force main, provide the design data showing the design flow rate, total dynamic head, and velocity.*

**Response:** Details for the force main, including the design data requested, will be provided with the construction plan submission.

27. *Provide a valve (lateral kit) at the property line for the force main to delineate Town/Private owned force main. The lateral kit should include a check valve, ball valve, and valve box to allow for operation and maintenance of the valves. The lateral kit will delineate the change in ownership between the City/owner.*

**Response:** A valve (lateral kit) for the force main will be provided at the property line prior to construction plan submission.

28. *Add the size, pipe type, location, inverts, elevation, etc. of all existing and proposed utilities (Sanitary, water, storm, etc.). The utilities shall follow the City's Standard Specifications.*

**Response:** Utility information will be added to the plans prior to construction plan submission.

29. *Verify that there is 18" vertical separation between water and sanitary sewer crossings. This may be addressed on the construction set with a note or profiles showing the vertical separation.*

**Response:** 18" vertical separation will be confirmed with the construction plan submission.

30. *Verify that there is 12" vertical separation between water and storm sewer crossings. This may be addressed on the construction set with a note or profiles showing the vertical separation.*

**Response:** 12" vertical separation will be confirmed with the construction plan submission.

Mr. Rob Pierce  
1<sup>st</sup> State Self Storage  
Preliminary Plan Review  
August 21, 2020  
Page 6 of 6

31. *Approval and coordination from the railroad will have to be completed prior to commencement of construction. Verify that there will be no disturbance on their property. In addition, coordination will have to be made for the sidewalk and force main extension since they are close to the railroad.*

**Response:** The developer and MRA are aware of the need to coordinate with the railroad company. Coordination will begin upon preliminary plan approval.

32. *Submit the following:*

- a. *Lighting Plan that meets IES standards.*
- b. *Landscape Plan.*
- c. *Fire Marshal Approval.*
- d. *Kent Conservation District approval for the Sediment and Stormwater Management Plans.*
- e. *Final Construction Plans (grading plan, existing conditions plan, inverts, elevations, details, etc.).*

**Response:** The required plans and approvals will be provided prior to Final Site Plan Approval.

On behalf of the Applicant, we thank the City of Milford and KCI Technologies for their comments. If you should have any questions or require additional information, please do not hesitate to contact me at (302) 855-5734, or via email at [kusab@mragta.com](mailto:kusab@mragta.com).

Respectfully Submitted,  
**MORRIS & RITCHIE ASSOCIATES, INC.**



Kenneth M. Usab, P.E.  
Principal

Enclosures

CC: Bruce O'Heir, 1<sup>st</sup> State Storage OZ, LLC  
Ashton N. McLaughlin P.E., Morris & Ritchie Associates Inc.  
David Hutt, Morris James LLP  
Jason McClafferty P.E., KCI Technologies  
Eric T. Gibson EIT, KCI Technologies

# MORRIS & RITCHIE ASSOCIATES, INC.

ENGINEERS, ARCHITECTS, PLANNERS, SURVEYORS,  
AND LANDSCAPE ARCHITECTS



July 30, 2020

State of Delaware  
Office of State Planning Coordination  
Haslet Armory - Third Floor  
122 Martin Luther King, Jr. Boulevard South  
Dover, Delaware 19901

ATTN: Ms. Constance C. Holland, AICP

RE: 1<sup>st</sup> State Self Storage – Milford Facility  
PLUS Review 2020-06-05  
MRA 20841

Dear Ms. Holland:

This letter is pursuant to your letter dated July 23, 2020 and the meeting with State agency planners on June 24, 2020, to discuss the proposed plans the 1<sup>st</sup> State Self Storage – Milford Facility in the City of Milford, Kent County, Delaware. We reviewed all comments and offer the following response to each comment.

Each comment in your letter is shown in *italicized text* followed by our written responses on behalf of the Applicant, 1<sup>st</sup> State Self Storage OZ, LLC:

*“Please note that changes to the plan, other than those suggested in this letter, could result in additional comments from the State. Additionally, these comments reflect only issues that are the responsibility of the agencies represented at the meeting. **The developers will also need to comply with any Federal, State, and local regulations regarding this property. We also note that as the Town of Milford has governing authority over this land, the developers will need to comply with any and all regulations/restrictions set forth by the Town and County.**”*

**Response:** The Applicant will comply with applicable Federal, State and local regulations. The Applicant understands that the project is in the City of Milford and will need to comply with any and all regulations/restrictions set forth by the City and County.

### **“Strategies for State Policies and Spending**

*This project is located in Investment Levels 1 and 2 according to the Strategies for State Policies and Spending. Investment Level 1 reflects areas that are already developed in an urban or suburban fashion, where infrastructure is existing or readily available, and where future redevelopment or infill projects are expected and encouraged by State policy. Investment Level 2 reflects areas where growth is anticipated by local, county, and State plans in the near term future. State investments will support growth in these areas.*

**Response:** The Applicant is aware the project is located primarily in an Investment Level 1 area, as well as an Investment Level 2 area. The proposed project has been designed with respect to existing infrastructure. The site’s water, sanitary sewer, and electric service will be provided by the City of Milford, requiring minor extensions from existing infrastructure. A similar commercial entrance was previously designed and approved by DeIDOT in 2010 for a mixed-use project. This project will seek to provide an entrance in the same location, with minimal design changes (if any).

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**“Code Requirements/Agency Permitting Requirements**

**Department of Transportation – Contact Bill Brockenbrough 760-2109**

- *The site access on South DuPont Boulevard (US Route 113) must be designed in accordance with DeIDOT’s Development Coordination Manual.*

**Response:** The Applicant is aware the site access must be designed in accordance with DeIDOT’s Development Coordination Manual. The intent is to utilize the design from the previously approved entrance, incorporating provisions to address any existing site changes (from the previous project) and changes in the Development Coordination Manual as applicable.

- *Pursuant to Section 1.3 of the Manual, a Pre-Submittal meeting is required before plans are submitted for review. The form needed to request the meeting and guidance on what will be covered there and how to prepare for it is located at [https://www.deldot.gov/Business/subdivisions/pdfs/Meeting\\_Request\\_Form.pdf?08022017](https://www.deldot.gov/Business/subdivisions/pdfs/Meeting_Request_Form.pdf?08022017).*

**Response:** A pre-submittal meeting will be requested prior to plan submission.

- *Section 1.6.1 of the Manual addresses the location of entrances onto the State-maintained road system. Preliminarily the entrance location is acceptable as proposed.*

**Response:** The intent is to utilize the design from the previously approved entrance, accounting for any site changes (from the previous project) and any changes in the Development Coordination Manual.

- *Section 1.7 of the Manual addresses fees that are assessed for the review of development proposals. DeIDOT anticipates collecting the Initial Stage Fee when the record plan is submitted for review and the Construction Stage Fee when construction plans are submitted for review.*

**Response:** Applicable DeIDOT fees will be paid for by the Applicant.

- *Per Section 2.2.2.1 of the Manual, Traffic Impact Studies (TIS) are warranted for developments generating more than 500 vehicle trip ends per day or 50 vehicle trip ends per hour in any hour of the day. Using the 10th edition of the Institute of Transportation Engineers’ Trip Generation Manual, and assuming 75,300 square feet of Mini-Warehouse, DeIDOT estimates that the total daily trips generated would be 114 vehicle trip ends per day and that the trip generation during the weekday evening peak hour would be 13 vehicle trip ends. Therefore, the plan does not meet the warrants for a TIS.*

**Response:** Comment acknowledged.

- *As necessary, in accordance with Section 3.2.5 and Figure 3.2.5-a of the Manual, DeIDOT will require dedication of right-of-way along the site’s frontage on South DuPont Boulevard. By this regulation, this dedication is to provide a minimum of 30 feet from the outside edge of the travel lanes. The following right-of-way dedication note is required, “An X-foot wide right-of-way is hereby dedicated to the State of Delaware, as per this plat.”*

**Response:** 30 feet of right-of-way currently exists from the outside edge of the travel lanes. Right-of-way dedication is therefore anticipated at this time.

- *In accordance with Section 3.2.5.1.2 of the Manual, DelDOT will require the establishment of a 15-foot wide permanent easement across the property frontage on South DuPont Boulevard. The location of the easement shall be outside the limits of the ultimate right-of-way. The easement area can be used as part of the open space calculation for the site. The following note is required, "A 15-foot wide permanent easement is hereby established for the State of Delaware, as per this plat."*

**Response:** A permanent easement, along with the required note, will be provided on construction and record plans.

- *Referring to Section 3.4.2.1 of the Manual, the following items, among other things, are required on the Record Plan:*
  - *Depiction of all existing entrances within 450 feet of the entrance on South DuPont Boulevard.*
  - *Notes identifying the type of off-site improvements, agreements (signal, letter) contributions and when the off-site improvements are warranted.*

**Response:** One entrance exists within 450 feet of the proposed entrance on South DuPont Boulevard. It will be noted on the plans. A TIS is not required, so required improvements will be determined by the auxiliary lane worksheet as well as discussions with DelDOT prior to initial submission.

- *Section 3.5.4.2 of the Manual addresses requirements for shared-use paths and sidewalks. For projects in Level 1 and 2 Investment Areas, installation of paths or sidewalks along the frontage on State-maintained roads is mandatory. DelDOT will require a sidewalk along the frontage on South DuPont Boulevard. On the north end, the sidewalk should connect to the existing sidewalk just south of the railroad crossing.*

**Response:** A sidewalk along the site's frontage will be provided, including a connection with the existing sidewalk. There is no existing sidewalk to the south of the property, so the southern connection will follow DelDOT's termination policy.

- *In accordance with Section 3.8 of the Manual, storm water facilities, excluding filter strips and bioswales, shall be located a minimum of 20 feet from the ultimate State right-of-way along South DuPont Boulevard.*

**Response:** Stormwater facilities other than bioswales and filter strips are not proposed inside the 20 foot width from the right-of-way.

- *In accordance with Section 5.2.9 of the Manual, the Auxiliary Lane Worksheet should be used to determine whether auxiliary lanes are warranted at the site entrances and how long those lanes should be. The worksheet can be found at <http://www.deldot.gov/Business/subdivisions/index.shtml>.*

**Response:** Comment acknowledged.

- *In accordance with Section 5.14 of the Manual, all existing utilities must be shown on the plan and a utility relocation plan will be required for any utilities that need to be relocated. Of particular concern is a large transmission pole near the proposed entrance.*

**Response:** The intent is to utilize the design from the previously approved entrance, accounting for any site changes (from the previous project) and any changes in the Development Coordination Manual. The transmission pole's location in relation to the entrance will be noted on the topographic survey. It is believed the impact to the entrance design of existing utilities will be minimal. If the pole is found to be in a location conflicting with the current entrance design, the entrance design will be adjusted so that a utility relocation plan will not be needed.

- *In accordance with Section 5.4 of the Manual, sight distance triangles are required and shall be established in accordance with American Association of State Highway and Transportation Officials (AASHTO) standards. A spreadsheet has been developed to assist with this task. It can be found at <http://www.del.dot.gov/Business/subdivisions/index.shtml>.*

**Response:** The Intersection Sight Distance spreadsheet will be completed and included with the project's initial submission. Sight distance triangles will be included on the plans.

## **Department of Natural Resources and Environmental Control – Michael Tholstrup - 735-3352**

### **Stormwater Management and Hydric Soils**

- *For projects greater than 5,000 square feet, a detailed sediment and stormwater plan will be required prior to any land disturbing activity taking place on the site.*

**Response:** A detailed sediment and stormwater management plan and application will be submitted to the Kent Conservation District.

- *The clear area on this property was used as a dredge disposal site when Silver Lake was dredged in the late 80's or early 90's. A geotechnical soils report is recommended to ensure that soils are suitable for building and stormwater management purposes.*

**Response:** A geotechnical soils report will be obtained, determining the soil suitability for both building and stormwater management purposes.

- *Based on soil maps, hydric soils are present in the southern portion of the parcel, outside of the development footprint.*

**Response:** Comment acknowledged.

- *DNREC reviewers discourage building on hydric soils because they are an important source of water storage. The loss of this water storage function through excavation, filling, or grading of intact native hydric soils increases the probability for more frequent drainage and flooding events.*

**Response:** Comment acknowledged.

- *The applicant should contact the Kent Conservation District to schedule a pre-application meeting to discuss the geotechnical soils report, sediment and erosion control, and stormwater management components of the plan as soon as practicable. The site topography, soils mapping, pre and post development runoff, and proposed method(s) and location(s) of stormwater management should be brought to the meeting for discussion. The plan review and approval as well as construction inspection will be coordinated through the Kent Conservation District. Contact Jared Adkins, Program Manager, at (302) 741-2600, ext. 3, for details regarding submittal requirements and fees.*

**Response:** A pre-application meeting with Jared Adkins will be requested prior to submission of a sediment and stormwater management plan and application.

### **Flooding**

- *The southern portion of the project site is within a Special Flood Hazard Area. The proposed site plans indicate that structures will be constructed just outside of the mapped floodplain boundary.*

**Response:** Comment acknowledged.

- *The southern portion of the project site is also within an area subject to sea level rise. By 2050, sea levels are projected to rise between .7 and 1.9 feet; by 2100 they are projected to rise 1.7 to 5.0 feet. Rising sea levels on this site will inundate the forested portion of the parcel and increase the flood risk where development is proposed.*

**Response:** Comment acknowledged.

## **Wetlands**

- *Statewide Wetlands Mapping Project (SWMP) maps indicate the presence of forested freshwater wetlands in the forested area of the property. The PLUS application indicates that the wetlands have been previously delineated, and no wetland fill is anticipated.*

**Response:** No disturbance to the wetlands is anticipated.

## **Water Quality and TMDLs**

- *This project is located within in the greater Delaware River and Bay drainage, specifically within the Mispillion River watershed. A Total Maximum Daily Load (TMDL) is the maximum amount of a pollutant allowed to enter a waterbody so that the waterbody will meet and continue to meet water quality standards. The TMDL for the Mispillion River watershed calls for a 57 percent reduction for both nitrogen and phosphorus from baseline conditions. The TMDL also calls for an 87 percent reduction in bacteria from baseline conditions.*

**Response:** The stormwater management design will confirm with TMDL requirements for this watershed per applicable regulations.

## **State Historic Preservation Office – Contact Carlton Hall 736-7404**

- *Soils in the cleared area are well drained, prime farmland, but most of the wooded area is poorly drained, not prime farmland. Proximity to the river would have made this a desirable place in prehistoric times. Its hard to tell what sort of landscaping has been done to level that area, but the Milford City Beers shows a tannery at that location, as well as a store and Milford Mill in the vicinity. The archaeological potentials are based on the fact that the area may not have been graded too much, but the 1992 aerial might show some earthmoving, therefore there is low potential for prehistoric and historic archaeological potential.*

**Response:** Comment acknowledged.

## **Recommendations/ Additional Information**

*This section includes a list of site-specific suggestions that are intended to enhance the project. These suggestions have been generated by the State Agencies based on their expertise and subject area knowledge. These suggestions do not represent State code requirements. They are offered here in order to provide proactive ideas to help the applicant enhance the site design, and it is hoped (but in no way required) that the applicant will open a dialogue with the relevant agencies to discuss how these suggestions can benefit the project.*

## **Department of Transportation – Contact Bill Brockenbrough 760-2109**

- *The applicant should expect a requirement that any substation and/or wastewater facilities will be required to have access from an internal driveway with no direct access to South DuPont Boulevard.*

**Response:** Comment acknowledged. No such facilities are required for this project. The existing City Milford facilities are adequate for service.

- *The applicant should expect a requirement that all PLUS and Technical Advisory Committee (TAC) comments be addressed prior to submitting plans for review.*

**Response:** Comment acknowledged and comments are addressed in this letter.

- *Please be advised that the Standard General Notes have been updated and posted to the DeIDOT website. Please begin using the new versions and look for the revision dates of March 21, 2019, and March 25, 2019. The notes can be found at <https://www.deldot.gov/Business/subdivisions/>.*

**Response:** The Standard General Notes will be added to the plans.

## **Department of Natural Resources and Environmental Control – Michael Tholstrup 735-3352**

### **Flooding**

- *Structures should be elevated above the current Base Flood Elevation to minimize flood risk and potential flood insurance costs. Floodplain maps are likely to change in the future, potentially encompassing portions of the proposed development.*

**Response:** All proposed structures will be constructed outside the regulated flood zone.

### **Wetlands**

- *Maintaining, at minimum, a 100-foot vegetated buffer around any wetland perimeter to protect the function and integrity of wetlands. Wetland buffers reduce the amount of sediment and pollutants that may affect the function and integrity of habitat and the condition and survivability of aquatic organisms.*

**Response:** Comment acknowledged. The project design will conform with applicable City of Milford, State and Federal regulations.

- *The applicant is encouraged to maintain inputs to natural wetlands at pre-construction levels by avoiding increases or decreases in water levels and avoiding diversion of surface water from roadways and stormwater facilities into on-site wetlands.*

**Response:** Comment acknowledged. The project design will conform with applicable City of Milford, State and Federal regulations.

### **Water Quality and TMDLs**

- *To support the State's water quality efforts, DNREC reviewers encourage applicants to reduce the amount of pollutants that enter local waterways by limiting the disturbance of natural habitat and the amount of impervious cover, as well as increasing the use of green infrastructure.*

**Response:** Comment acknowledged. The project design will conform with applicable City of Milford, State and Federal regulations.

- *Employ green-technology storm water management and rain gardens (in lieu of open-water management structures) to mitigate or reduce nutrient and bacterial pollutant runoff. If open-water stormwater management is selected for use, they should be employed minimally, for the management of stormwater.*

**Response:** Comment acknowledged. The project design will conform with applicable City of Milford, State and Federal regulations.

- *A project's TMDL nutrient and bacteria loading rates should be determined at the preliminary project design phase of development. Both the Nutrient Load Assessment protocol and the Chesapeake Bay program model are tools that have been developed to assess changes in nutrient loading (e.g., nitrogen and phosphorus), thus providing governmental entities with quantitative information about the project's impacts on baseline water quality and help them design and implement the most environmentally-effective practices. The Chesapeake Bay program model can be found here: <http://cast.chesapeakebay.net/Documentation/ModelDocumentation>*

**Response:** Comment acknowledged. The project design will conform with applicable City of Milford, State and Federal regulations.

### **Low Impact and Sustainable Development Recommendations**

*The following strategies and resources are provided to help reduce these impacts to our natural resources while supporting development goals.*

#### **Energy Efficiency and Renewable Energy Sources**

- *Use efficient Energy Star rated products and materials in construction and redevelopment to lessen the power source emissions of the project and costs. Every percentage of energy*

*efficiency translates into a percent reduction in pollution. Renewable energy infrastructure such as solar or geothermal will further reduce pollution created from offsite generation. Energy efficiency upgrades for your project may be eligible for funding through the Division of Climate, Coastal, & Energy ([www.de.gov/greenenergy](http://www.de.gov/greenenergy), [www.de.gov/eeif](http://www.de.gov/eeif))*

**Response:** Comment acknowledged.

- *Install electric vehicle charging infrastructure to assist Delaware in achieving its clean transportation goals. The Division of Climate, Coastal, & Energy offers incentives for clean transportation (electric vehicle charging). These programs address climate change goals of reducing greenhouse gas emissions and improving overall air quality ([www.de.gov/cleantransportation](http://www.de.gov/cleantransportation)).*

**Response:** Given the proposed use of this project as a self-storage facility, electric vehicle charging infrastructure is not likely to be installed.

### **Solid Waste Reduction**

- *The applicant should consider the use of recycled materials, such as reclaimed asphalt pavement, to reduce landfill waste, heat island effects on paved surfaces, and pavement costs.*

**Response:** Comment acknowledged.

- *Include space for recycling dumpsters within the preliminary site design stage. These can be placed adjacent to trash dumpsters.*

**Response:** Comment acknowledged.

### **Air Pollution Reduction**

- *Air pollution from new construction is generated through the use of maintenance equipment, paints, and consumer products like roof coatings and primers. Use of structural paint coatings that are low in Volatile Organic Compounds will help protect air quality.*

**Response:** Comment acknowledged.

- *Air pollution is also directly related to increased motorized transportation activity. Incorporating nonmotorized connectivity and installing bicycle racks where feasible will help to facilitate non-vehicular travel modes.*

**Response:** Given the proposed use of this project as a self-storage facility, bicycle racks will not be installed.

***“Following receipt of this letter and upon filing of an application with the local jurisdiction, the applicant shall provide to the local jurisdiction and the Office of State Planning Coordination a written response to comments received as a result of the pre-application process, noting whether comments were incorporated into the project design or not and the reason therefore.”***

**Response:** Written responses were provided to all PLUS comments as noted above.

Ms. Constance C. Holland, AICP  
1<sup>st</sup> State Self Storage – Milford Facility  
PLUS Review 2020-06-05  
July 30, 2020  
Page 8 of 8

On behalf of the Applicant, we thank the Office of State Planning and other State Departments for their comments. If you should have any questions or require additional information, please do not hesitate to contact me at (302) 855-5734, or via email at [kusab@mrakta.com](mailto:kusab@mrakta.com).

Respectfully Submitted,  
**MORRIS & RITCHIE ASSOCIATES, INC.**



Kenneth M. Usab, P.E.  
Principal

Enclosures

CC: Kent County Planning Department  
City of Milford

City of Milford, Delaware  
Development Advisory Committee

Comment Sheet

\*\*\*\*\*



DATE OF REVIEW: July 29, 2020

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

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

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

RE: 20-032 1<sup>ST</sup> STATE SELF STORAGE

*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. (Storage)
- 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 duPont Hwy 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](http://www.statefiremarshal.delaware.gov), technical services link, plan review, applications or brochures.

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

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

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

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

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

(18) 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.

§ 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.

<b>Types and Uses</b>	<b>Required Off-Street Parking Spaces</b>
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 <b>[Amended 7-14-1997]</b>	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.

§ 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.

#### § 230-48. - 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.

**1<sup>st</sup> State Self Storage – Conditional Use Application**

**Planning Commission Motion from 9/15/2020**

**Planning Commission recommend approval of Ordinance 2020-24 contingent upon:**

- **Unobtrusive lighting to neighboring properties**
- **Security fencing around the entire perimeter**
- **Customer security gate access hours limited to 6:30 am to 9:00 pm**
- **Maintain the tree line screening on the east side of the property**
- **One story buildings**
- **Maintain a 15 foot buffer along the Passwaters property line**

**1<sup>st</sup> State Self Storage – Conditional Use Application**

**Planning Commission Motion from 9/15/2020**

**Planning Commission recommend approval of Ordinance 2020-24 contingent upon:**

- **Unobtrusive lighting to neighboring properties**
- **Security fencing around the entire perimeter**
- **Customer security gate access hours limited to 6:30 am to 9:00 pm**
- **Maintain the tree line screening on the east side of the property**
- **One story buildings**
- **Maintain a 15 foot buffer along the Passwaters property line**

CITY OF MILFORD  
NOTICE OF PUBLIC HEARINGS

Planning Commission Hearing: Tuesday, September 15, 2020  
City Council Hearing: Monday, September 28, 2020

NOTICE IS HEREBY GIVEN that the following Ordinance is currently under review by Milford Planning Commission and City Council, with action scheduled to occur on the date(s) so indicated:

**ORDINANCE 2020-24**

1st State Self Storage OZ, LLC on behalf of Savannah Ventures, LLC for a Conditional Use to allow a business use that will not adversely affect neighboring properties, and to allow a dwelling other than single-family with a maximum density of 12 units per acre on 9.0 +/- acres in a C3 Zoning District. Property is located along the east side of S DuPont Blvd approximately 350 feet south of the Route 14 intersection, addressed as 11 S DuPont Blvd, Milford, Delaware. Present Use: Vacant; Proposed Use: Self Storage building with manager's office/residence. Tax Map: MD-16-183.09-01-58.00

WHEREAS, the owners of the property as above described herein have petitioned the City of Milford for a Conditional Use to allow a business use that will not adversely affect neighboring properties; and

WHEREAS, the owners of the property as above described herein have also petitioned the City of Milford for a Conditional Use to allow a dwelling other than single-family with a maximum density of 12 units per acre; and

WHEREAS, the City of Milford Planning Commission will consider the application at a Public Hearing to allow for public comment on September 15, 2020; and

WHEREAS, Milford City Council will hold a Public Hearing on September 28, 2020 to allow for public comment and further review of the ordinance.

Dates.

Planning Commission Review & Public Hearing: September 15, 2020

City Council Introduction: September 14, 2020

City Council Public Hearing: September 28, 2020

Effective: October 8, 2020

For additional information, please contact Rob Pierce in the Planning & Economic Development Department either by e-mail at [RPierce@milford-de.gov](mailto:RPierce@milford-de.gov) or by calling 302.424.8396.

Advertised: *Beacon* 08/26/20

# October 2020

September '20							November '20						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5	1	2	3	4	5	6	7
6	7	8	9	10	11	12	8	9	10	11	12	13	14
13	14	15	16	17	18	19	15	16	17	18	19	20	21
20	21	22	23	24	25	26	22	23	24	25	26	27	28
27	28	29	30				29	30					

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27	28	29	30	1	2	3
4	5	6	7 <i>6:00 SCAT Meeting</i>	8	9	10
11	12 <i>5:30 Community/Econ Develop Committee 7:00 Council Meeting</i>	13	14	15	16	17
18	19	20	21	22 <i>5:30 DLLG Meeting</i>	23 <i>8:30 AM Community Cemetery Board</i>	24
25	26 <i>7:00 Council Meeting</i>	27	28	29	30	31

1	2					
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Calendar Templates by Vertex42  
<https://www.vertex42.com/calendars/>

# November 2020

October '20							December '20						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3			1	2	3	4	5
4	5	6	7	8	9	10	6	7	8	9	10	11	12
11	12	13	14	15	16	17	13	14	15	16	17	18	19
18	19	20	21	22	23	24	20	21	22	23	24	25	26
25	26	27	28	29	30	31	27	28	29	30	31		

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3 Holiday	4 6:00 SCAT Meeting	5 Holiday	6	7
8	9 7:00 Council Meeting	10	11 Holiday	12	13	14
15	16	17	18	19	20	21
22	23 5:30 Finance/Public Works Committee 7:00 Council Meeting	24	25	26 Holiday	27 Holiday	28
29	30	1	2	3	4	5

6	7					
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# December 2020

November '20							January '21						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7						1	2
8	9	10	11	12	13	14	3	4	5	6	7	8	9
15	16	17	18	19	20	21	10	11	12	13	14	15	16
22	23	24	25	26	27	28	17	18	19	20	21	22	23
29	30						24	25	26	27	28	29	30
							31						

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
29	30	1	2 <i>6:00 SCAT Meeting</i>	3	4	5
6	7	8	9	10	11	12
13	14 <i>7:00 Council Meeting</i>	15	16	17	18	19
20	21	22	23	24 Holiday	25 Holiday	26
27	28	29	30	31	1	2

3	4					
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Calendar Templates by Vertex42  
<https://www.vertex42.com/calendars/>

# January 2021

December '20							February '21						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5		1	2	3	4	5	6
6	7	8	9	10	11	12	7	8	9	10	11	12	13
13	14	15	16	17	18	19	14	15	16	17	18	19	20
20	21	22	23	24	25	26	21	22	23	24	25	26	27
27	28	29	30	31			28						

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27	28	29	30	31	1	2
3	4	5	6 <i>6:00 SCAT Meeting</i>	7	8 <i>Holiday</i>	9
10	11 <i>7:00 Council Meeting</i>	12	13	14	15	16
17	18 <i>Holiday</i>	19	20	21	22 <i>8:30 AM Community Cemetery Board</i>	23
24	25 <i>5:30 Finance/Public Works Committee 7:00 Council Meeting</i>	26	27	28 <i>5:30 DLLG Meeting</i>	29	30

31	1					
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Calendar Templates by Vertex42  
<https://www.vertex42.com/calendars/>

# February 2021

January '21							March '21						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2		1	2	3	4	5	6
3	4	5	6	7	8	9	7	8	9	10	11	12	13
10	11	12	13	14	15	16	14	15	16	17	18	19	20
17	18	19	20	21	22	23	21	22	23	24	25	26	27
24	25	26	27	28	29	30	28	29	30	31			
31													

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
31	1	2	3 <i>6:00 SCAT Meeting</i>	4	5	6
7	8 <i>7:00 Council Meeting</i>	9	10	11	12	13
14	15 Holiday	16	17	18	19	20
21	22 <i>7:00 Council Meeting</i>	23	24	25 <i>5:30 DLLG Meeting</i>	26	27
28	1	2	3	4	5	6

7	8					
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Calendar Templates by Vertex42  
<https://www.vertex42.com/calendars/>

# March 2021

February '21							April '21						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3
7	8	9	10	11	12	13	4	5	6	7	8	9	10
14	15	16	17	18	19	20	11	12	13	14	15	16	17
21	22	23	24	25	26	27	18	19	20	21	22	23	24
28							25	26	27	28	29	30	

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	1	2	3 <i>6:00 SCAT Meeting</i>	4	5	6
7	8	9	10	11	12	13
14	15 <i>7:00 Council Meeting</i>	16	17	18	19	20
21	22	23	24	25 <i>5:30 DLLG Meeting</i>	26	27
28	29 <i>5:30 Finance/Public Works Committee 7:00 Council Meeting</i>	30	31	1	2	3

4	5	 <p>Calendar Templates by Vertex42  <a href="https://www.vertex42.com/calendars/">https://www.vertex42.com/calendars/</a></p>				
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# April 2021

March '21							May '21						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6							1
7	8	9	10	11	12	13	2	3	4	5	6	7	8
14	15	16	17	18	19	20	9	10	11	12	13	14	15
21	22	23	24	25	26	27	16	17	18	19	20	21	22
28	29	30	31				23	24	25	26	27	28	29
							30	31					

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	29	30	31	1	2 Holiday	3
4	5	6	7 6:00 SCAT Meeting	8	9	10
11	12 7:00 Council Meeting	13	14	15	16	17
18	19	20	21	22 5:30 DLLG Meeting	23 8:30 AM Community Cemetery Board	24 10 AM-6 PM Annual Election
25	26 6:00 Workshop-Updates: Library, Museum, DMI, Fire 7:00 Council Meeting	27	28	29	30	1



# May 2021

April '21							June '21						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3			1	2	3	4	5
4	5	6	7	8	9	10	6	7	8	9	10	11	12
11	12	13	14	15	16	17	13	14	15	16	17	18	19
18	19	20	21	22	23	24	20	21	22	23	24	25	26
25	26	27	28	29	30		27	28	29	30			

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
25	26	27	28	29	30	1
2	<b>3</b> 6:30 Council Photos 7:00 Swearing In and Organizational Meeting	4	<b>5</b> 6:00 SCAT Meeting	6	7	8
9	<b>10</b> 7:00 Council Meeting	11	12	13	14	15
16	17	18	19	20	21	22
23	<b>24</b> 5:30 Finance/Public Works Committee 7:00 Council Meeting	25	26	<b>27</b> 5:30 DLLG Meeting	28	29
30	<b>31</b> Holiday					

# June 2021

May '21							July '21							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	
						1						1	2	3
2	3	4	5	6	7	8	4	5	6	7	8	9	10	
9	10	11	12	13	14	15	11	12	13	14	15	16	17	
16	17	18	19	20	21	22	18	19	20	21	22	23	24	
23	24	25	26	27	28	29	25	26	27	28	29	30	31	
30	31													

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30	31	1	2 <i>6:00 SCAT Meeting</i>	3	4	5
6	7 <i>5:00 Budget Hearings</i>	8 <i>5:00 Budget Hearings</i>	9	10	11	12
13	14 <i>7:00 Council Meeting</i>	15	16	17	18	19
20	21	22	23	24 <i>5:30 DLLG Meeting</i>	25	26
27	28 <i>7:00 Council Meeting</i>	29	30	1	2	3

4	5					
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## LEASE

This Lease made this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between **THE CITY OF MILFORD, DELAWARE**, 201 South Walnut St., Milford, Delaware, a municipal corporation of the State of Delaware (hereafter Lessor or Milford) and **CHILDREN AND FAMILIES FIRST, INC.**, a Delaware corporation with offices located at \_\_\_\_\_ (hereafter Lessee or CFF)

## WITNESSETH

**WHEREAS**, City owns real property located at 518 N. Church St., Milford, DE (hereafter Premises); and,

**WHEREAS**, CFF is a provider organization for the United States Department of Health and Human Services, Administration for Children and Families (HHS/ACF) which operates a Head Start facility; and,

**WHEREAS**, located on the Premises is a building owned by **Children and Families First DE, Inc** which houses the Head Start program for the City of Milford, Delaware and its surrounding service area; and,

**WHEREAS**, the building with all necessary improvements to operate as a Head Start facility was funded at least in part by HHS/ACF but under the operational control of CFF (hereafter Improvements);

**NOW THEREFORE**, City and CFF in consideration of the mutual agreements set forth hereafter are desirous of entering into this Lease as follows:

## TERMS

1. **Premises.** City hereby leases to CFF the real property situated at 518 N. Church St., Milford, Kent County, Delaware, Kent County tax parcel MD5-16-18306-02-1301-00001.
2. **Term.** The Lease shall commence at 12:00 a.m. on October 1, 2020 and end at 11:59 p.m. on September 30, 2025.

3. **Rent.** CFF shall pay to City the sum of One Dollar (\$1.00) on the first day of the Term and on the first day of each succeeding year of the Lease. No invoice shall be required. All payments shall be made to the address stated in Paragraph 33.

4. **Use.** Tenant may use the Premises for a Head Start Center but for no other purpose without Lessor's prior written consent. In no event shall Tenant make any use of the Premises which: (i) violates any lawful governmental laws, rules or regulations, (ii) violates any restrictive covenants applicable to the Premises or (iii) is or might constitute a nuisance.

5. **Damages.** In the event the improvements are rendered untenable by fire, rain, wind, or other cause beyond the control of CFF or are condemned and ordered torn down by the properly constituted authorities of the state, county, or city, then, in either of these events, the Lease shall cease and terminate as of the date of notice of condemnation or of such destruction, unless CFF shall utilize insurance proceeds under Paragraph 20 of this Lease to rebuild in which case the lease will remain in effect. If CFF decides not to rebuild it, CFF shall be responsible for any demolition, clean up and repair to the Premises.

6. **Liability.** City shall not be held liable for any injury or damage whatsoever which may arise by reason of the use, occupancy and enjoyment of the Premises or improvements by CFF of any agent thereof; damages being hereby expressly waived by CFF.

7. **Inspection.** City, in person or by agent, shall have the right at all reasonable times to enter the leased premises and inspect the same to determine if any health, safety or building code provisions of the Milford City Code have been violated. CFF shall make such repairs and alterations as may be deemed by City necessary to bring the improvements into compliance if violations exist.

8. **Alterations or Repairs to Premises and/or Improvements.** CFF shall not construct, install, remove and/or modify Premises leased or the improvements erected thereon without submitting for approval by the City, its plans and specifications for any proposed project, as well as complying with such other conditions considered by the City to be necessary. In the event that CFF makes further improvements or alterations on the Premises, the use thereof shall be enjoyed by CFF during the term hereof without additional rent.

9. **Lien Indemnification.** In the event any person or corporation shall attempt to assert a Mechanic's Lien against the Premises, CFF shall hold the City harmless from such claim, including the cost of defense and shall provide to the City a Release of Mechanic's Lien.

10. **Mortgage of Leasehold Interest.** CFF shall have the right to place a First Mortgage Lien upon the Improvements only if the terms and conditions of such mortgage loan are approved by the City. Lender's duties and rights shall be as follows:

1. The Lender shall have the right, in case of default, to assume the rights and obligations of CFF herein, with the further right to assign CFF's interest to a third party, subject to approval of City. Lender shall grant to City a first option to assume any indebtedness owed by CFF to Lender and to have exclusive possession and ownership of the Improvements.

2. As a condition precedent to the exercise of the right granted to Lender by this paragraph, Lender shall notify City of all actions taken by it in the event payment on such loans shall become delinquent. Lender shall also notify City in writing of any change in the identity or address of the Lender.

3. All notices required by this Lease to be given by City to CFF shall also be given to Lender at the same time and in the same manner. Upon receipt of such notice, Lender shall have the same rights as CFF to correct any default.

11. **Title to Improvements, Removal of Equipment.** CFF shall own the Improvements and have the right at any time during this lease, when not in default hereunder, to remove said improvements, along with all personal property within the improvements, subject to the provisions of this Article. Removal of the improvements prior to termination, expiration or cancellation of this lease shall not alter, excuse or modify CFF's obligations under this lease.

If CFF has not removed the Improvements during the term of this lease, or any renewal or extension hereof, the Improvements shall be deemed abandoned and the City shall have the option to claim ownership of the Improvements.

If the City does not exercise its option of claiming ownership of the improvements, upon City's notice to CFF it shall have a ninety-day period in which to remove the improvements and all other personal property, which ninety-day period shall **not** be subject to holdover tenancy. If CFF fails to remove the improvements within ninety-days and the improvements have been deemed abandoned the City to CFF or the City shall demolish the Improvements and the cost thereof shall be the obligation and liability of CFF.

12. **Net Lease.** The use and occupancy of the Leased Premises by Lessee will be without costs or expense to City. It shall be the sole responsibility of CFF to maintain, repair and operate the entirety of the Leased Premises and Improvements and facilities constructed thereon at CFF's sole cost and expense.

13. **Maintenance of Premises and Operations.** CFF shall maintain the Leased Premises at all times in a safe, neat and attractive condition, and shall not permit the accumulation of any trash, paper or debris on the Premises. CFF shall repair all damages to the Leased Premises caused by its employees, patrons, or its operation thereon and shall maintain and repair all equipment thereon, including any Improvements.

CFF shall be responsible for and perform all maintenance, including but not limited to:

1. Supply and replacement of exterior lighting;
2. Cleaning of stoppages in plumbing fixtures, drain line and sewer system;
3. Maintenance of all building and overhead doors;
4. Keep the building interior and exterior in safe and clean condition;
5. Repair or replacement of equipment and utility systems;
6. CFF shall be responsible for all snow removal of the Leased Premises;
7. CFF shall perform all maintenance on CFF constructed structures, pavements, and equipment.
8. CFF is responsible for maintaining electric loads within the designed capacity of the system;
9. CFF shall provide all safety equipment and meet all requirements imposed on Day Care operations by any State, Local or Federal agency;
10. CFF shall maintain and replace all landscaping and grounds as originally approved and installed at the end of the Lease for any reason stated in this Lease.
11. CFF shall pay for all public utilities that serve the Premises and Improvements.

City, at its discretion shall be the sole judge of the quality of exterior maintenance; and CFF, upon notice by City to CFF shall be required to perform whatever maintenance City deems necessary. If said maintenance is not undertaken by CFF within thirty (30) days after receipt of

written notice, City shall have the right to enter upon the Leased Premises and perform the necessary maintenance, the cost of which shall be borne by CFF.

Snow removal from Leased Premises is the responsibility of CFF. Snow removal may be performed by the City as a courtesy and is not an obligation of the City. The City may cease to provide snow removal to CFF or snow removal may not be provided on a particular occasion, at the City's sole discretion. City shall have no liability whatsoever for any damage to the Leased Premises caused by such snow removal.

14. **Trash, Garbage, Etc.** CFF shall pick up, and provide for, a complete and proper arrangement for the adequate sanitary handling and disposal of all trash, garbage, and other refuse caused as a result of the operation of its business. Piling of boxes, cartons, barrels, pallets, debris, or similar items in an unattractive or unsafe manner, on or about the Leased Premises, shall not be permitted.

15. **Signs.** CFF shall not erect, maintain, or display upon the outside of the Improvements on the Leased Premises any billboards or advertising signs; provided however, that CFF may maintain on the outside of said buildings, its own name(s) and services on signs, the size, location and design of which shall comply with the Milford City Code.

16. **Observance of Statutes, Etc.** The granting of this Lease and its acceptance by CFF is conditioned upon the right to use the Premises and Improvements in common with others authorized to do so, provided, however, that CFF shall observe and comply with any and all requirements of the constituted public authorities and with all Federal, State or Local statutes, ordinances, regulations and standards applicable to CFF for its use of the Leased Premises.

17. **Indemnification.** CFF agrees to fully indemnify, and save forever harmless the City from and against all claims and actions and all reasonable expenses, based on or arising out of claims for damages or injuries to third persons, including wrongful death, and arising out of CFF's use or occupancy of the Leased Premises; provided however, that City shall give to CFF prompt and reasonable notice of any such claims or actions, and CFF shall have the right to investigate, compromise and defend the same; and provided further that CFF shall not be liable for any claims, actions, injury, damage or loss occasioned by any negligence or intentional action of City, its agents or employees. CFF shall indemnify and save and hold City harmless from and against any claim by carriers serving CFF.

18. **Public Liability Insurance.** CFF shall, at its expense, procure and keep in full force at all times during the term of this Lease from a financially sound and reputable company acceptable to City, public liability insurance, insuring CFF and City for personal injury and property damage, and such other insurance necessary to protect City from such claims and actions aforesaid. Insurance shall be obtained in the name of or shall expressly provide coverage for the liabilities of CFF identified in this Lease and for CFF's use of the Leased Premises.

Without limiting its liability, CFF agrees to carry and keep in force public liability insurance in a reasonable amount as determined from time to time by the City and CFF but no less than limits of \$500,000 per person and \$1,000,000 per occurrence with said policy designating City as an additional insured. CFF shall furnish City with a certificate of insurance as evidence of such coverage. Said insurance shall not be cancelled or materially modified except upon ten (10) days advance written notice to City. Coverage is to be written on the broadest liability form which is customarily available at reasonable cost.

19. **Fire and Extended Coverage Insurance.** CFF shall, at its expense procure and keep in force at all times during the term of this Lease with the company suitable to City, insurance on the improvements on the Leased Premises against loss and damage by fire, wind, water and extended coverage perils. Such policy shall be in an amount of not less than one hundred percent (100%) of the replacement cost of improvements, with satisfactory evidence of such coverage furnished to City.

20. **Application of Insurance Proceeds.** If the fixed improvements placed upon the Leased Premises shall be totally destroyed or extensively damaged and CFF shall elect not to restore the same to their previous condition, the proceeds of insurance payable by reason of such loss shall be apportioned between City and CFF. The amount due City would cover the cost of demolition, clean up and restoration of the premises to its condition when CFF or its predecessors first occupied the premises, and CFF shall receive the balance of the proceeds. The Lease shall then be cancelled. If the damage results from an insurable cause and CFF shall elect to restore the same with reasonable promptness, it shall be entitled to receive and apply the entire proceeds of any insurance covering such loss to said restoration in which event this Lease shall continue in full force and effect.

21. **CFF Fixtures.** CFF shall be permitted to install trade fixtures on the Premises. In addition CFF shall be permitted to remove said trade fixtures from the Premises upon

the termination of this Lease; provided that if CFF does so remove such trade fixtures, CFF shall return the Premises to the same condition as existed at the time of original entry, ordinary wear and tear excepted. If CFF does not remove the trade fixtures at termination, City may declare such fixtures abandoned and City the owner thereof.

22. **Termination.** If, during the time of this Lease CFF's source of funding for its intended use is terminated, CFF may terminate this Lease on thirty (30) days written notice to City. In the event that CFF is replaced as Lessee for operation of the local Head Start Early Head Start program by another Lessee, CFF may assign this agreement prior the end of its stated term upon thirty (30) days written notice to City.

23. **Successors and Assignment.** CFF shall not assign this Agreement or any part thereof in any manner whatsoever or assign any of the privileges recited herein without the prior written consent of City, which consent will not be unreasonably withheld.

24. **Quiet Enjoyment.** If CFF promptly and punctually complies with all of its obligations hereunder, it shall peacefully have and enjoy the possession of the Premises during the term hereof, providing that no action of City in work performed in other space on the Premises, or in repairing or restoring the Premises, shall be deemed a breach of this covenant, or give CFF any right to modify this Lease.

25. **Sale of Premises.** Should City sell, convey or otherwise transfer its interest in the Premises, the provisions of this Lease shall remain the same, but the City shall have no further liability hereunder. CFF shall thereafter look solely to the new owner for any subsequent performance due hereunder by the City hereof. CFF by execution hereof attorns to all such subsequent owners and no further documents shall be required to effectuate such attornment.

26. **Holding Over.** This Lease shall automatically terminate on the last day of the term set forth above (including any properly exercised extension period(s) set forth above) without the requirement of notice from either party. Provided however, if CFF shall continue to occupy the Premises after the last day of the Lease term with the approval of City as herein set forth, either party may terminate such month to month tenancy upon 30 days written notice to the other party.

27. **Miscellaneous.** The Premises are leased subject to all easements, restrictions, and rights of way legally affecting the same.

This Lease shall not be recorded but, at the request of either party and at such party's expense, a memorandum hereof, containing such information as is necessary to provide adequate record notice of the existence of the Lease, including the parties, the term, the property involved, and whether options to renew or purchase exist, shall be prepared and recorded in the Kent County Office of the Recorder of Deeds.

The invalidity of any portion of this Lease shall not have any effect on the balance hereof. This Lease shall be binding upon the respective parties hereto, and upon their heirs, executors, successors and assigns. This Lease supersedes and cancels all prior negotiations between the parties and all changes in this Leases shall be in writing signed by the party affected by such change. The singular shall include the plural, and the masculine or neuter includes the other.

28. **Taxes.** CFF shall pay all taxes, if any, levied upon its property or property interests.

29. **License Fees and Permits.** CFF shall obtain and pay for all licenses, permits, fees or other authorization or charges as required under Federal, State or local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

30. **Paragraph Headings.** The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provisions of the Lease.

31. **Governing Law.** This Agreement shall be governed and construed in all respects and the rights of the parties hereto shall be determined in accordance with the laws of the State of Delaware.

32. **Notices.** Whenever any notice or payment is required by this Lease to be made, given or transmitted to the parties hereto, such notice or payment shall be enclosed in an envelope with sufficient postage attached to insure delivery and deposited in the United States Mail, addressed to:

City of Milford  
Attn: City Manager  
201 S. Walnut Street  
Milford, DE 19963

And notices, consents and approvals to CFF addressed to:

Children and Families First  
809 N. Washington Street  
Wilmington, DE 19801  
ATTN: CFO

Or such place as either party shall by written directive in the manner herein provided.

33. **Signatory Authority.** Each person signing this Agreement in a representative capacity expressly represents that the signatory has the subject party's authority to so sign and that the subject party will be bound by the signatory's execution of this Agreement. Each party expressly represents that except as to approval specifically required by this Agreement, such party does not require any third party's consent to enter into this Agreement, including the consent of any spouse, insurer, assignee, licensee, secured lender or regulatory agency.

34. **Severability.** If one or more clauses, sections, or provision of this Agreement shall be held to be unlawful, invalid, or unenforceable, or in conflict with an applicable law, regulation or cognizant governmental unit or agency, it is agreed that the remainder of the Agreement shall remain in full force and effect as if such invalid or inconsistent provision was not included. City and CFF agree to negotiate a change in this Agreement to incorporate the intent of the invalid or inconsistent provision.

35. **Waiver.** No delay or omission in the exercise of any right or remedy of either party on any default by either party shall impair such a right or remedy or be construed as a waiver. Any waiver by either party if any default on the part of the other must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Agreement.

36. **Entire Agreement.** The foregoing, together with the Exhibits to this Agreement and any other documents incorporated into the Agreement by reference, constitute the entire agreement between the parties and supersedes all other agreements or representations of any nature, whether oral or written, made by or between City and CFF, except those that are expressly acknowledged in this Agreement. City and CFF understand and agree that they are relying only

upon the written representation, covenants and promises contained in this Agreement and that they have consulted legal counsel as to the nature and extent of their obligations contained herein.

IN WITNESS WHEREOF AND INTENDING TO BE LEGALLY BOUND, the parties hereto set their hands and seals on the day and year first alone written.

Lessor, City of Milford, Delaware

By: \_\_\_\_\_  
Arthur J. Campbell, Mayor

Attest: \_\_\_\_\_ (City Seal)  
Teresa K. Hudson  
City Clerk

Lessee, Children and Families First, Inc.

By: \_\_\_\_\_  
John Wood, CFO

Attest: \_\_\_\_\_ (Corporate Seal)  
, Secretary



Date: September 23, 2020  
To: Mayor and City Council  
From: Mark A. Whitfield, City Manager  
Re: Parks & Recreation Advisory Board Resignation & Appointment

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On September 9, 2020 we received the resignation of Edward Evans from the Parks and Recreation Advisory Board. Mr. Evan was hired by Parks and Recreation as a fall soccer coach, and therefore can no longer have a position on the Board.

Recommendation: I recommend Council accept Mr. Evan's resignation with regret.

On August 7, 2020 Parks and Recreation Director Brad Dennehy and I interviewed Mr. Ian Wright for an opening on the Parks and Recreation Advisory Board. While we were both very impressed with Mr. Wright, we recommended Rony Baltazar be appointed to fill the vacancy left by Councilperson Fulton. With the resignation of Mr. Evans, we recommend Mr. Wright be appointed to fill the new vacancy.

Recommendation: I recommend Council appoint Mr. Ian Wright of 600 Maple Avenue to the Parks and Recreation Advisory Board.

## Application for Boards and Commissions

*Applications for Boards and Commissions are always accepted. Should a vacancy occur, the City will review all applications on file.*

Which Board or Commission are you applying for?	Parks and Recreation Advisory Board
Applicant Name:	Ian Wright
Street Address:	600 Maple St
How long have you been a resident of Milford?	<1 Year
Are you registered to vote in the City of Milford?	Yes
Are you a plot owner in the Milford Community Cemetery?	No
Occupation and Employer:	Supervisor at Jefferson, Urian, Doane & Sterner
Describe any special knowledge, education, experience, qualities or talents you have that are relevant to the Board or Commission on which you are interested in serving:	<p>I am a certified public accountant with multiple years of experience providing service to all sizes of organizations and income levels. I also hold a Masters in Legal Studies of Taxation.</p> <p>I was a collegiate athlete during my 5 years at Drexel University while also serving as Club President of Drexel University Men's Rugby.</p> <p>I also served as Student Club Sports Coordinator at the university which included overseeing and supporting over 25 club sports to ensure events were scheduled, expense requests were timely reviewed, paperwork was complete and on record for each athlete and yearly budgets were allocated and used as detailed.</p>
Community and/or civic groups of which you are a member:	Unfortunately, none. I am new to living in the community and working to grow my roots.
Please describe why you wish to serve on this Board or Commission:	Being a new homeowner in the Milford Area I am looking for ways to invest back into the community through an organization that also allows me to grow personally. The Parks and Recreation Advisory Board blends my passion for the outdoors while allowing me to apply my prior experiences. Having moved to Milford in April of 2019 I am still very new to the area but believe this also provides an outside point of view. In the advisor role the Board is asked to play, I will be able to provide a fresh outlook that is both passionate and professional. I have an outgoing personality so spreading the news about the benefits of what is offered is not an issue.
Do you, your spouse or any immediate family members have any potential conflicts of interest (personal or financial) that could require you to recuse yourself from votes of the board/commission for which you are applying?	No

# City of Milford



## RESOLUTION 2020-25 Halloween Trick-or-Treat

WHEREAS, the children of Milford are free to enjoy the fun and festivity associated with the observance of the Halloween Trick-or-Treat custom of traveling with friends and family, going door to door in their neighborhoods, displaying their costumes and gathering treats; and

WHEREAS, parents are urged to join in the festivities by accompanying their children throughout their journeys in celebrating Halloween Trick-or-Treat; and

WHEREAS, residents are requested to indicate their willingness to welcome children by keeping their porch or exterior lights on and that youngsters call only on homes so lighted.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council, that the Halloween Trick-or-Treat observance be held in an orderly manner on Saturday, October 31, 2020 between the hours of 5:00 P.M. and 8:00 P.M. in the City of Milford.

AND, BE IT FURTHER RESOLVED THAT:

- \*Costumed celebrants will be permitted to engage in Trick-or-Treat.
- \*All celebrants are to refrain from committing acts of vandalism or destruction.
- \*Motorists are asked to be ever watchful of our youngsters making these annual rounds.
- \*It is recommended that all pertinent guidelines set forth by Governor John Carney be followed.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Milford to be affixed this 28<sup>th</sup> day of October 2020.

Mayor Arthur J. Campbell

Attest:

City Clerk Teresa K. Hudson

# City of Milford



## RESOLUTION 2020-26

### AUTHORIZING REIMBURSEMENT EXPENSES FOR THE MAYOR

**WHEREAS,** The City of Milford Charter Article 4.03 states the Mayor shall receive reimbursement for actual and necessary expenses incurred in the performance of their duties, in accordance with a policy established by City Council by Resolution; and

**WHEREAS,** The City of Milford Employee Policy Manual, Section 11.9 states the Appointing Authority and his/her appointees are authorized to have cellular phones or smart phones, to conduct City business. In addition, Appointing Authorities may receive or authorize a monthly communications allowance in lieu of use of a City issued cell phone, smart phone or data device. The amount of such communications allowance will be established in the City's policy regarding telephones and data devices; and

**WHEREAS,** The City of Milford Employee Policy Manual, Section 13.1 states the City Manager may authorize a monthly vehicle allowance in lieu of regular use of a City vehicle for mid-management employees and above who are expected to travel frequently in Kent and Sussex counties in the performance of their duties.; and

**WHEREAS,** A resolution is required to establish reimbursement expenses policies for the Mayor and Council.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILFORD, DELAWARE, AS FOLLOWS:**

- Section 1. The Mayor shall receive the same monthly reimbursement for personal cellphone as provided for all other City employees.
- Section 2. The Mayor shall receive the same monthly vehicle allowance for the use of his/her private vehicle in the performance of his/her duties within Kent & Sussex Counties as provided for all other City employees.
- Section 3. Such authority shall remain in force until revoked by a future Resolution adopted by City Council.
- Section 4. Any prior authorizations not consistent with the positions as stated in this Resolution, are hereby rescinded.
- Section 5. Duly adopted and effective this 28<sup>th</sup> day of September 2020, by the City of Milford, in lawful session duly assembled.

**BE IT FURTHER RESOLVED,** that a copy of this resolution be kept on file at the City of Milford Finance Department.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Milford to be affixed this 28<sup>th</sup> day of September, 2020.

	Mayor Arthur J. Campbell
Attest:	
	City Clerk Teresa K. Hudson

TO: Mayor and City Council

FROM: Rob Pierce, AICP - Planning & Economic Development Director

CC: Mark Whitfield, City Manager

DATE: September 28, 2020

RE: Aid-in-Construction Fees - Route 30 SE Regional Pump Station

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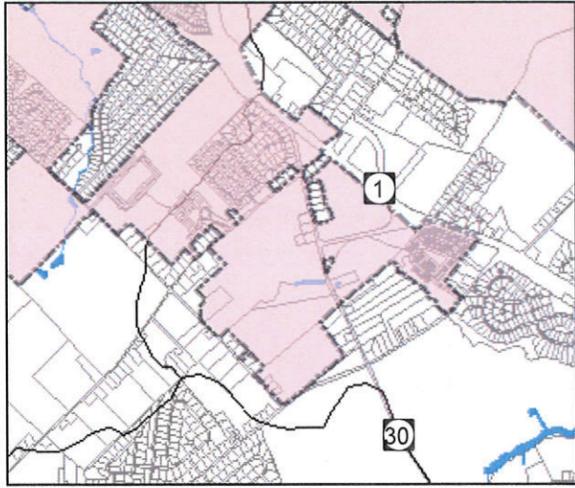
Enclosed in the packet is a proposed revision to the Sewer Fee Schedule adding an Aid-in-Construction Fee for the recently completed Route 30 SE Regional Pump Station project. The City of Milford incurred expenses constructing new infrastructure to accommodate future growth in the Southeast Neighborhood and these expenses should be reimbursed on a per unit basis to the City in the form of an Aid-in-Construction Fee.

In 2016, the City of Milford entered into a Public Works Agreement with Bayhealth, Wickersham subdivision and Wilson Contracting, Inc. for the design and construction of the Route 30 SE Regional Pump Station. The regional pump station would primarily serve those properties west of SR1, north of Johnson Road and south of Wilkins Road. The City contributed funds towards the design and construction of the pump station equivalent to One-Hundred (100) Equivalent Dwelling Units (EDUs) with the intent of recouping these funds from future development within the sewer collection area.

The construction of the regional pump station was completed in 2019 at a cost of \$1,158,679.66. The City funded 13.79% of the project costs (\$159,817.88) which was the City's proportionate cost share outlined in the attached Public Works Agreement (See Section IV). Based on the agreement and the total construction cost, the initial Aid-in-Construction fee would be \$1,598 per EDU and would increase at the same percentage rate as the sewer impact fees. The AIC fee would allow developers within the sewer collection area to purchase capacity from the existing pump station instead of designing and constructing additional costly upgrades. Additional EDUs would be available for any future development in the area until the One-Hundred (100) EDUs have been used.

Staff has provided a map showing the proposed sewer collection area that would be subject to the AIC fee. It should be noted that other developments that connect into the regional pump station, outside of the attached exhibit, could be charged an AIC fee if found necessary by the City Engineer.

**Staff recommends adopting Resolution 2020-27 to establish an Aid-in-Construction Fee for the Route 30 SE Regional Pump Station per the executed Public Works Agreement.**



**Route 30 Corridor  
Public Works Agreement  
Sanitary Sewer Core Infrastructure  
Exhibit "A"**

- Bayhealth Medical Campus
- CCM-Koelig, LLC
- Wilson Contracting, Inc.
- Proposed Pump Station
- Proposed Force Main
- Proposed Manhole
- Future Manhole
- Future Gravity
- Proposed Gravity
- Existing Manhole
- Existing Gravity

0 600 1,200 Feet



**S.E. MILFORD SEWER UTILITY AGREEMENT  
ROUTE 30 CORRIDOR**

This Route 30 Corridor Sewer Utility Public Works Agreement (“Agreement”), effectively dated as of the 22<sup>ND</sup> day of DECEMBER, 2015, by and between the City of Milford, **Bayhealth Medical Center, Inc. (“O-I”)**, **CCM-Koelig, LLC (“O-II”)**, and **Wilson Contracting, Inc. / Richard K. Wilson, Sr. (“O-III”)**.

**I. BASIS OF UNDERSTANDING**

- A. “O-I” is the owner of tax parcel numbers 3-30-15.00-50.01, 50.11, 59.00 and 59.01 located between Elks Lodge Road and Cedar Creek Road within the City of Milford, Sussex County, Delaware and “O-I” is the equitable owner of tax parcels 3-30-15.00-058.00, 058.01, 058.03 and 058.04 located within or to be annexed into the City of Milford, Sussex County, Delaware upon which “O-I” has a planned medical campus to be occupied by up to **350** equivalent dwelling units (EDUs).
- B. “O-II” is the owner of the recorded Wickersham Subdivision, (PB 193-3) located on the north side of Johnson Road within the City of Milford in Sussex County, Delaware, upon which “O-II” has planned to construct a residential housing development to be occupied by up to **200** EDUs.
- C. “O-III” is the owner of tax parcel 3-30-15.00-50.02 located on the north side of Johnson Road within the City of Milford in Sussex County, Delaware, upon which “O-III” has proposed to construct a residential development to be occupied by up to **75** EDUs.
- D. “O-IV” is the City of Milford who has agreed to participate in this “Agreement” for **100** EDUs in order for the “Improvements” to be designed for future growth within the sewer basin.
- E. All tax parcels are hereinafter referred to as the “Properties”, as depicted and listed on the attached Exhibit “A” and are hereby made an integral part of the Agreement.
- F. The “Properties” are located within a sewer basin, created by the City of Milford in accordance with Municipal Code and reviewed and concurred by “O-I” through “O-III.
- H. The “Properties” are currently undeveloped from a sewer demand perspective.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants herein contained, and other good and valuable consideration, the parties hereto, intending to be legally bound, agree as follows:

**II. DESIGN & CONSTRUCTION**

- A. The parties hereto desire that City of Milford design and install a pumping station, force main and sanitary sewer gravity piping (the “Improvements”) of appropriate size and depth to service and benefit the development of the “Properties”. The “Improvements” for the entire basin to be constructed by City of Milford shall be routed in the general locations shown on Exhibit “A” and are further generally described as follows:

1. Construction of the Southeast Regional Sewage Pump Station, associated force main, and gravity road crossing at Route 30 (Cedar Creek Road).
2. As applicable, “O-I” through “O-III” shall each grant to the City of Milford easements for the construction and maintenance of the “Improvements” (“Easement Areas”), to be constructed through this “Agreement”, along with easements for construction and maintenance of future proposed water, sewer and electric infrastructure as shown on Exhibit “A” as “proposed” or “existing” “utility easements.” As applicable to service their respective property, O-I through O-III shall be granted construction easements for the construction of future proposed water, sewer and electric infrastructure as shown on Exhibit “A” as “proposed” or “existing” “utility easements.”
3. “O-I” through “O-III” shall be solely responsible for their costs for designing and constructing the gravity sewer system extending from the limits of “Improvements” to their respective properties and located on their properties.
4. The cost of designing, permitting, and installing the “Improvements” shall be calculated based on the actual costs incurred by the City of Milford. It shall be allocated among and paid by the parties based on the resulting flow as a percentage of the total flow contributing to the sewer basin as more specifically set forth below.
5. The “achievable” number of EDUs shall be based on estimates provided by each Owner and/or the recorded subdivision number of units.

### **III. DESIGN & INSTALLATION OF S.E. AREA IMPROVEMENTS**

- A. The City of Milford shall be solely responsible for designing and installing the “Improvements”. The City of Milford shall be the contracting party on design as well as construction contracts and shall cause the “Improvements” to be designed and constructed within two (2) years, starting from the date when the “Agreement” is adopted by City Council.
- B. The City of Milford covenants that construction of the “Improvements” shall be done (i) in a good and workmanlike manner using materials of good quality, (ii) in accordance with all applicable laws, codes, regulations and ordinances, (iii) pursuant to duly issued permits, (iv) without reasonable interference as determined by the City of Milford, with “O-I” through “O-III” use of their respective properties, and (v) without cost to “O-I” through “O-III” except to the extent provided below.
- C. All contracts entered into by the City of Milford for the “Improvements” shall be performed in accordance with City of Milford procurement policies.
- D. The City of Milford’s obligation to install and construct the “Improvements” upon the “Properties” shall be secured by “O-I” through “O-III” as further defined in section IV of this agreement.

#### **IV. PAYMENT OF PROJECT COSTS**

- A. The parties acknowledge that the estimated cost for design, contract administration, and construction including a ten percent (10%) contingency (collectively, the “Project Costs”) of the Improvements is One Million Eighty-five Thousand Five Hundred Seventy-six Dollars (\$1,085,576.00) (see Exhibit “B”). The parties acknowledge that the final amount will vary based on actual costs of the “Improvements.”
- B. The “Project Costs” shall be allocated in the following manner:
1. Forty-eight and 28/100 percent (48.28%) to “O-I”
  2. Twenty-seven and 59/100 percent (27.59%) to “O-II”
  3. Ten and 34/100 percent (10.34%) to “O-III”
  4. Thirteen and 79/100 percent (13.79%) to “O-IV”
- C. Within twenty (20) business days of execution of this Agreement by all parties “O-I” through “O-III” shall make payment to the City of their percentage of the “Project Costs”. Said money shall be placed in a non-interest bearing escrow account and be drawn upon by the City as project expenditures are incurred. Any escrow funds not used shall be returned to “O-I” through “O-III” in accordance with the above percentages. Should there be insufficient funds in the escrow account to complete the project the City will assess each party their appropriate percentage of the shortfall. Each party shall have twenty (20) business days to make said shortfall payment.
- D. If payment of the insufficient funds is not received within 30 days, then the parties to this agreement agree that a lien shall be placed on the respective property and said lien may be enforced at the option of the City of Milford. A default by one or more of the parties will not result in any additional expenses to the remaining parties and will not disrupt or delay the completion of the “Improvements”.

#### **V. MAINTENANCE & EASEMENTS**

- A. City of Milford shall be responsible for maintaining the “Improvements” in good operating condition and repair and in accordance with all applicable laws, codes, regulations and ordinances and shall be solely responsible for the payment of all operating, maintenance, repair and replacement costs associated with the “Improvements.” “O-I” through “O-III” shall be responsible for maintaining their respective property improvements in good operating condition and repair and each shall be solely responsible for the payment of all operating, maintenance, repair and replacement costs associated with their respective property improvements until final acceptance by the City of Milford at which time the maintenance responsibility for all property improvements in public right-of-ways and dedicated easements transfers to City of Milford.

#### **VI. IMPACT FEES & SEWER SERVICE CHARGES**

- A. The City of Milford requires, prior to issuance of a certificate of occupancy, in accordance with the City of Milford Code, payment of both the County and City Sewer Impact Fees, and all other

fees and charges associated with connection into the City’s Sewer System, whether now existing or hereinafter enacted, however denominated, other than for actual usage of service.

- B. With the execution of this agreement “O-I through “O’III” shall be guaranteed now and in the future the number of EDU’s outlined in section I. Additionally, the parties will not be responsible for future improvements to the proposed pump station and force main, nor will they be responsible for any future downstream improvements provided the number of EDU’s committed to by each party is not exceeded as part of their property development.
- C. Any property not participating in this “Agreement”, or any increase in the number of EDUs for the “Properties” beyond the stated amounts in this “Agreement”, will be assessed an Aid-in-Construction fee in accordance with City Code, Chapter 185 and may also be subject to costs of future area wide improvements. The Aid-in-Construction shall be used to reimburse the “O-IV” for its portion of the “Project Costs” incurred. The Aid-in-Construction fee shall be subject to interest at the same rate used within Chapter 185 of the City Code for annual City sewer impact fee increases.
- D. The City of Milford covenants that it shall charge “O-I” through “O-III” for sanitary sewer service at the rates established by the City of Milford in force and effect for the “Properties” at the time of connection.

**VII. DEFAULT & REMEDIES**

- A. The parties shall have the benefits of all rights and remedies provided by law or in equity upon a default under this Agreement. If any party is required to enforce its rights in a court of law or in a court of equity, all reasonable cost in doing so may be recovered.

**VIII. MISCELLANEOUS**

- A. Nothing contained in this “Agreement” is intended to be construed to impose liability on any party for the conduct or acts of any other party, nor shall anything in this “Agreement” be construed as creating a joint venture, partnership or other relationship among any of the parties.
- B. This “Agreement” shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The failure of any party to this “Agreement” to perform pursuant to the terms hereof shall not relieve any other party of its obligation to perform under the terms of this “Agreement.” All holders (now or hereafter) of any interest in all or any portion of the “Properties” are intended third party beneficiaries of this “Agreement.”
- C. No delay or omission by any party to exercise any right or power accruing upon any non-compliance or failure of performance by any other party of the provisions of this “Agreement” shall impair any such right or power or be construed to be a waiver thereof. This “Agreement” cannot be modified, supplemented or altered in any respect except by a writing signed by the parties hereto, or their respective successors or assigns.
- D. Time wherever specified herein for satisfaction of conditions or performance of obligations is of the essence of this “Agreement.”

- E. This “Agreement” shall be governed by, and construed under, the laws of the State of Delaware. If any term or provision of this “Agreement” or application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this “Agreement”, or the application of such term or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this “Agreement” shall be valid and enforceable to the fullest extent permitted by law.
- F. This “Agreement” contains the entire agreement among the parties hereto and supersedes all prior or contemporaneous oral and written agreements and practices.

IN WITNESS WHEREOF, each of the parties hereto has caused this “Agreement” to be executed.

**CITY OF MILFORD**

BY:   
Mayor Bryan W. Shupe

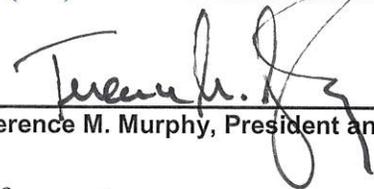
State of Delaware  
County of Sussex

Signed before me on this the 22<sup>nd</sup> day of December, 2015, by Bryan W. Shupe

  
Signature of Notary Public, State of Delaware

TERESA K. HUDSON  
Notary Public  
STATE OF DELAWARE  
My Commission Expires 06-17-2018

**PROPERTIES: (O-I) BAYHEALTH MEDICAL CENTER, INC.**

BY OWNER:   
Terence M. Murphy, President and CEO

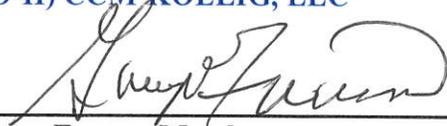
State of Delaware  
County of ~~Sussex~~ Kent <sup>Rye</sup>

Signed before me on this the 15<sup>th</sup> day of December, 2015, by Terence Murphy

  
Signature of Notary Public, State of Delaware



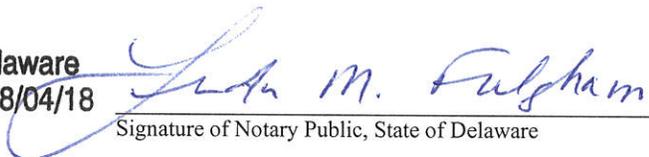
**PROPERTY: (O-II) CCM-KOELIG, LLC**

BY OWNER:   
Gary Farrar, Member

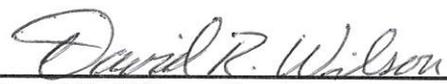
State of Delaware  
County of Sussex

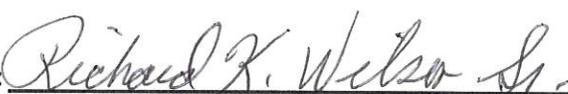
Signed before me on this the 3<sup>rd</sup> day of Dec, 2015, by Gary Farrar

Linda M. Fulgham  
Notary Public, State of Delaware  
My Commission Expires 08/04/18

  
Signature of Notary Public, State of Delaware

**PROPERTY: (O-III) WILSON CONTRACTING, INC. / RICHARD K. WILSON, SR.**

BY OWNER:   
David R. Wilson, President

BY OWNER:   
Richard K. Wilson, Sr.

State of Delaware  
County of Sussex

Signed before me on this the 11<sup>th</sup> day of December, 2015, by David R. Wilson +  
Richard K. Wilson, Sr.

  
Signature of Notary Public, State of Delaware

Linda M. Fulgham  
Notary Public, State of Delaware  
My Commission Expires 08/04/18

**CITY OF MILFORD  
RESOLUTION 2020-27  
SEWER FEE SCHEDULE**

**Now, Therefore, be it Resolved by the City of Milford:**

<b>BILLING FEES</b>							
<i>Description</i>		<i>Fee Per Month</i>	<i>Fee Per Month effective 07/01/2020</i>	<i>Fee Per Month effective 07/01/2021</i>	<i>Fee Per Month effective 07/01/2022</i>	<i>Fee Per Month effective 07/01/2023</i>	<i>Fee Per Month effective 07/01/2024</i>
Usage Fee; In-City Users	0-1,000 gallons of metered water consumption	\$10.00	\$10.49	\$11.00	\$11.54	\$12.11	\$12.70
	Over 1,000 gallons of metered water consumption, per 1,000 gallons	\$2.78	\$2.92	\$3.06	\$3.21	\$3.37	\$3.53
	Kent County Sewer Treatment	As determined by Kent County	As determined by Kent County	As determined by Kent County	As determined by Kent County	As determined by Kent County	As determined by Kent County
Usage Fee; Out-of-City Users	0-1,000 gallons of metered water consumption	\$15.00	\$15.74	\$16.51	\$17.31	\$18.16	\$19.05
	Over 1,000 gallons of metered water consumption, per 1,000 gallons	\$4.17	\$4.37	\$4.59	\$4.81	\$5.05	\$5.30
	Kent County Sewer Treatment	As determined by Kent County	As determined by Kent County	As determined by Kent County	As determined by Kent County	As determined by Kent County	As determined by Kent County
Late Utility Payment		1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
<b>PERMITTING FEES</b>							
<i>Description</i>		<i>Fee</i>					
Sewer Utility Permit		\$10.00					
Sewer Tap/Connection		Actual City cost					
Sewer Inspection		\$35 per inspection					
Sewer Re-inspection		\$50.00 per inspection					
Impact Fee, Kent County		As determined by Kent County, per EDU					
Impact Fee, City		\$1,561 per EDU		Effective July 1, 2019			
		\$1,623 per EDU		Effective July 1, 2020			
		\$1,688 per EDU		Effective July 1, 2021			
		\$1,756 per EDU		Effective July 1, 2022			
		\$1,826 per EDU		Effective July 1, 2023			
		\$1,899 per EDU		Effective July 1, 2024			
		\$1,975 per EDU		Effective July 1, 2025			
		\$2,054 per EDU		Effective July 1, 2026			
Aid-in-Construction Fee Route 30 Pump Station		N/A		N/A			
		\$1,598 per EDU		Effective July 1, 2020			
		\$1,662 per EDU		Effective July 1, 2021			
		\$1,729 per EDU		Effective July 1, 2022			
		\$1,798 per EDU		Effective July 1, 2023			
		\$1,870 per EDU		Effective July 1, 2024			
		\$1,944 per EDU		Effective July 1, 2025			
		\$2,022 per EDU		Effective July 1, 2026			
	\$2,103 per EDU		Effective July 1, 2027				
<b>MISC FEES</b>							
<i>Description</i>		<i>Fee</i>					
Penalties & Fines		Not less than \$100 nor more than \$1,000 plus cost of prosecution					

*Resolution 2020-27 replaces Resolution 2020-05 in its entirety.*

Adopted & Effective: September 28, 2020

\_\_\_\_\_  
Mayor Arthur J. Campbell

Attest:

\_\_\_\_\_  
City Clerk Teresa K. Hudson

Date: September 21, 2020

To: Mayor and City Council

Through: Mark A. Whitfield, City Manager  
Mike Svaby, Public Works Director

From: Christie Murphy, Solid Waste and Facilities Supervisor

Re: City Hall Basement Fit-Out Phase II Project

---

The City Hall waterproofing project was completed nearly a year ago and currently the IT Suite is in the final stages of fit-out. The remainder of the basement, where at one-time code enforcement occupied, is still unfinished. With the amount of rain and flash flooding we've endured this summer season, it is safe to say the City Hall basement stayed dry and all protection measures put into place performed as they were intended to.

At the August 10, 2020 City Council meeting, council approved \$6,500 for EDiS to provide pre-construction services for the remaining City Hall basement area. It is staff's recommendation to move forward with Phase II of the City Hall Basement Fit-Out. As seen on the attached basement plan, there will be a training room, storage closet, three offices, and kitchenette in the reception area.

The proposed cost for the project is \$230,690, which includes \$51,125 (\$6,500 + 44,625) for professional services, \$179,565 for construction which includes \$14,500 for contingency. Construction will be bid in accordance with City purchasing requirements.

**Recommendation:** Staff recommends City Council authorize staff to proceed with the City Hall Basement Fit-Out Phase II Project with funding not to exceed \$230,690, with funds coming from General Fund Reserves.

approved 8-24-20  
council mtg



EDiS COMPANY

TEL. (800) 995-EDiS • ediscompany.com

August 10, 2020

Ms Christie Murphy  
Supervisor Solid Waste & Facilities  
City of Milford  
180 Vickers Drive  
Milford, DE 19963

Re: Milford City Hall Lower Level Open Area Pre-Construction Fee

Dear Ms Murphy,

As requested, EDiS is pleased to provide pre-construction services for the Milford City Hall Lower Level Open Area fit-out. The services to include documentation of floor plan sketch, approval meetings with the City of Milford of proposed floor plan sketch, creating a construction budget per the approved floor plan sketch, developing the construction documents, soliciting proposals from contractors, reviewing all proposals for scope coverage, meeting with the City of Milford and making contractor recommendations, obtaining all required permits from the local agencies, and assisting the City of Milford with issuance of PO's.

The EDiS Company will perform the above scope of work in the lump sum amount of:

**Six Thousand Five Hundred dollars.....(6,500.00)**

If you have any questions/comments, please feel free to contact me.

Sincerely  
EDiS Company

Leon Thompson Jr  
302-528-1067





EDiS COMPANY

TEL. (800) 995-EDiS • ediscompany.com

September 15, 2020

Ms. Christie L. Murphy  
Supervisor Solid Waste & Facilities  
The City of Milford  
180 Vickers Drive  
Milford, Delaware 19963

RE: Milford City Hall Lower Level Fit-out

Dear Ms. Murphy,

Per your request, EDiS is pleased to submit our proposal for the professional services required to assist the City of Milford with the City Hall lower level fit-out project. The fee for our service is listed below:

EDiS Fee:                   \$44,625.00

Please review the proposal and if acceptable we will move forward. We are dedicated to helping the City of Milford with this task and more in the future.

Sincerely,  
EDiS Company

*Leon Thompson*  
Project Manager

If this proposal is acceptable, please acknowledge by signing below and/or issue a Purchase Order.

Company \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_





EDiS COMPANY

TEL. (800) 995-EDiS • ediscompany.com

September 15, 2020

Ms. Christie L. Murphy  
Supervisor Solid Waste & Facilities  
The City of Milford  
180 Vickers Drive  
Milford, Delaware 19963

RE: Milford City Hall Lower Level Fit-out

Dear Ms. Murphy,

Per your request, EDiS is pleased to submit our budget for the Milford City Hall lower level fit out project.

Scope of fit-out includes drywall partitions, acoustical ceilings, carpet tiles in office and training area, epoxy flooring in the balance of the area, painting, casework with a sink, appliances (allowance), mechanical (allowance), electrical (allowance), and plumbing (allowance). Voice/data and fire protection are excluded for this budget. Building permits and Fire Marshal review are included in the budget.

Budget pricing excludes prevailing wage rates.

Trade costs	\$ 139,605.00
Owner General Conditions	\$ 20,000.00
Owner recommended contingency	\$ 14,500.00
Permits	<u>\$ 5,460.00</u>
Total project budget	\$ 179,565.00

Please review the proposal and if acceptable we will move forward. We are dedicated to helping the City of Milford with this task and more in the future.

Sincerely,  
EDiS Company

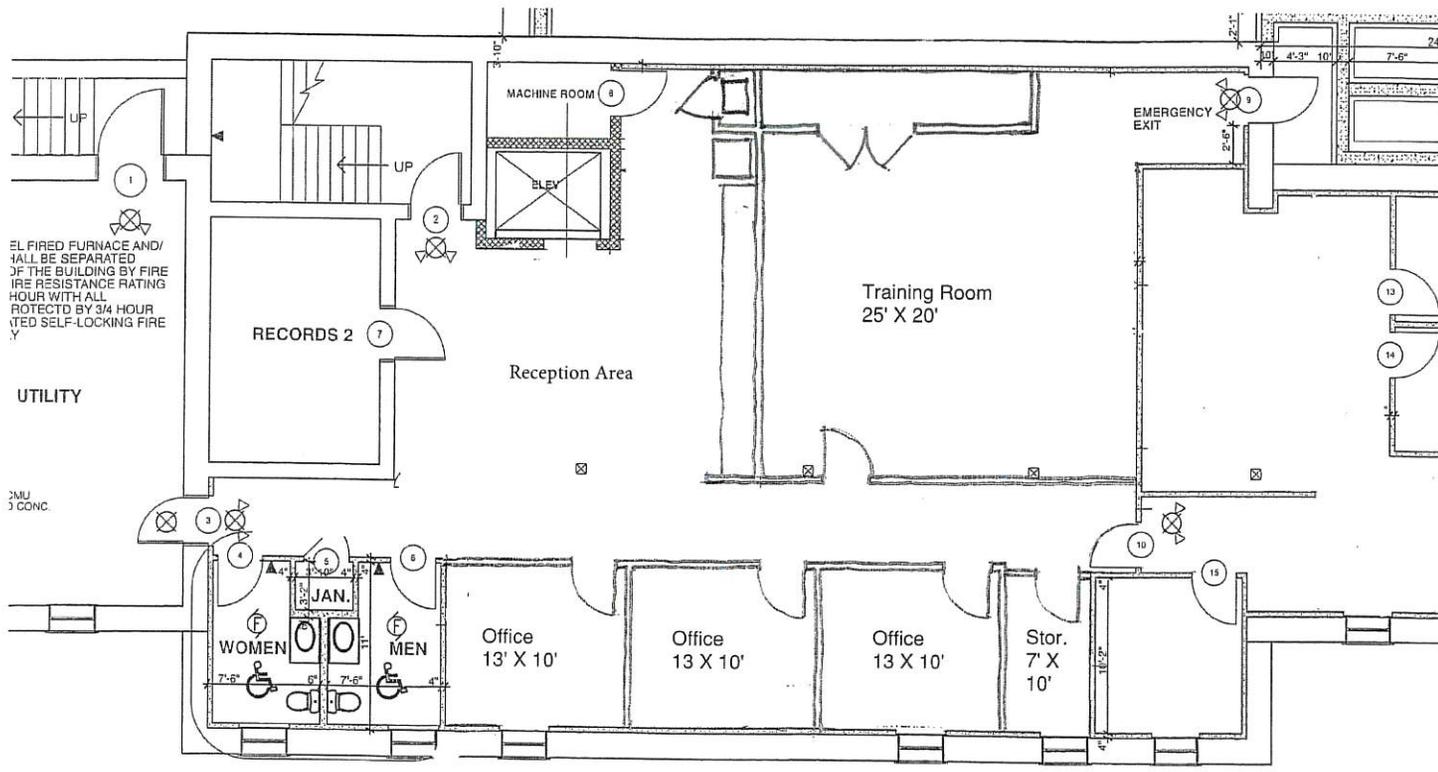
*Leon Thompson*  
Project Manager

If this proposal is acceptable, please acknowledge by signing below and/or issue a Purchase Order.

Company \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_





Milford City Hall  
 City of Milford  
 Lower Level Open Area

Partial Fit-Out Plan  
 revised 03/03/2020



EDIS COMPANY TEL. (800) 995-EDIS • ediscompany.com



PUBLIC WORKS DEPARTMENT  
180 Vickers Drive  
Milford, DE 19963

PHONE 302.422.1110  
FAX 302.422.1117  
www.cityofmilford.com

Date: September 23, 2020  
To: Mayor and City Council  
Through: Mark A. Whitfield, City Manager  
From: Christie Murphy, Solid Waste and Facilities Supervisor  
Re: Public Works HVAC Project

---

Council approved a total of \$450,000 as part of the 2019 Capital Budget to fund improvements to Public Works Facilities, including HVAC replacement and renovations to the breakroom and locker room. All phases of the project have been completed, but the final invoice for retainage is outstanding and due for payment to the HVAC project vendor. A breakdown of project expenditures and funding authorization follows:

<b>Project Component</b>	<b>Expenditures</b>
HVAC	\$ 319,525.83
Breakroom	\$ 126,616.01
Expenditures to Date	\$ 446,141.84
Retainage Payable	\$ 15,450.00
Total Project Costs	\$ 461,591.84
Funding Authorization	\$ 450,000.00
Additional Funding Requirement	\$ 11,591.84

The project budget was impacted by (1) costs for professional services that exceeded engineers' estimates, (2) costs related to a required re-design during the project, and (3) change orders totaling \$4,436.40. These factors combined to push the project expenditures beyond the funding authorization.

**Recommendation:** Staff recommends City Council approve the additional funding requirement of \$11,591.84 to satisfy the open HVAC retainage invoice and close out the project. The funding sources for this additional funding would mirror those of the initial project: 50% from Electric Reserves and 25% each from Water and Sewer Reserves.



MARK A. WHITFIELD, CITY MANAGER  
201 South Walnut Street  
Milford, DE 19963

PHONE 302.422.1111  
FAX 302.424.3553  
www.cityofmilford.com

To: Mayor and Council  
From: Mark Whitfield, City Manager  
Subject: Schedule for Bond Issuance for Police Station  
Date: September 28, 2020

Council may consider establishing a schedule for the construction of a new police station. Based on the preliminary design, the architect estimates 10 months for design and 14 months for construction. Additionally, three months are needed for the bond resolution and a vote on the referendum. For this reason, staff recommends Council approve the tentative schedule, so that work may begin on the bond alternatives and the bond referendum.

### **Police Station Project Cost**

The total estimated cost for the police station project is \$18.9 million. Staff recommends \$19.4 million be used as the required amount needed by the City to fund the project, which will require a bond issuance of \$20 million after the cost of the bond issuance is subtracted.

### **Bond Issuance**

Given the historically low interest rate environment, staff recommends Council authorize the issuance of up to \$20 million par value general obligation bonds with maturities not to exceed 30 years from the date of issuance to support the construction of the Police Station.

In order to take advantage of the current interest rate environment, minimize borrowing costs and minimize total interest costs while balancing annual budgetary constraints, the bond sale strategy must be flexible. The bonds may be sold directly to commercial banks over the course of two calendar years as bank qualified ("BQ") bonds, which carry a maximum annual issuance of \$10 million. In that case, bond sales of less than \$10 million each would be proposed in September 2021 and September 2022. Alternatively, the bonds may be sold publicly in a negotiated or competitive sale at one time. Finally, a mixed approach involving the one-time sale of less than \$10 million short-term bond anticipation notes (BANs) directly to a commercial bank followed by a permanent, public bond issuance may be the ideal option.

The cost of the bond issuances could range between 1% and 2%. Bond issuance costs will also need to be evaluated for providing the most cost-effective means of bond sales.

Each approach has advantages and disadvantages related to interest rate risk, borrowing costs, and total carrying costs, and each will be evaluated internally and with the assistance of the City's independent public finance advisory firm.

### **Effect on Budget and Tax Increase**

A hypothetical borrowing of \$20 million having a term of 30 years with an average interest rate of 2.41% would result in debt service requirements to be satisfied with property tax revenue..

A \$0.01 property tax increase results in \$89,000 in revenue. Each \$0.01 tax increase equals \$20/year to a home owner with an assessed property value of \$200,000. \$20 million would require \$1,007,500/year in annual debt payments, resulting in a \$0.115 real estate tax increase, or a \$19.15/month increase to an average property owner (or \$230/year). These projected numbers will be updated as we get closer to the Referendum Vote date.

### **Referendum**

A Bond Referendum Vote is proposed for Saturday January 30, 2021. If Council is in favor of the Bond Referendum, the City Clerk needs two months for advertising and completing all the necessary preparation work for the Referendum. Therefore, a decision on the proposed schedule is needed at September 28, 2020 Council meeting.

### **Recommendation**

Staff recommends Council approve the proposed schedule below for the Police Station Design, Construction and Bonds.

<b><u>Date</u></b>	<b><u>Action</u></b>
10/12/2020	Council Resolution for Issuance of General Obligation Bonds
11/09/2020	Public Hearing and Vote on Resolution
1/30/2021	Public Vote on Bond Referendum
2/22/2021	Award Contract for Architect
10/01/2021	Advertise for Building Construction
9/03/2021	Potential Issuance of \$10 million BQ Bond #1
11/08/2021	Award Construction Contract
12/01/2021	Start Construction
9/01/2022	First Tax Increase for Bond #1
9/09/2022	Potential Issuance of \$10 million BQ Bond #2
9/30/2022	First principal payment on Bond #1
3/01/2023	Construction Complete
9/01/2023	Second Tax Increase for Bond #2.
9/30/2023	First principal payment for Bond #2; Second principal payment for Bond #1



Milford Police Station

9/24/2020

	A	B	C	D	E
1	Contract	Contractor	Base Bid	Base Bid	
2			Building A1	Maintenance Building	Totals
3	<b>Total SF</b>		30,080	4,107	
4					
5	<b>Contract 1</b>				
6	<b>Site work</b>				
7	Sub-Total		\$ 1,066,728.00	\$ 15,000.00	\$ 1,081,728.00
8					
9	<b>Contract 2</b>				
10	<b>Concrete Work</b>				
11	Sub-Total		\$ 464,425.00	\$ 61,560.93	\$ 525,985.93
12					
13	<b>Contract 3</b>				
14	<b>Masonry</b>				
15	Sub-Total		\$ 901,587.00	\$ 68,419.29	\$ 970,006.29
16					
17	<b>Contract 4</b>				
18	<b>Steel Work</b>				
19	Sub-Total		\$ 759,997.00	\$ 261,972.77	\$ 1,021,969.77
20					
21	<b>Contract 5</b>				
22	<b>Carpentry and General Work</b>				
23	Sub-Total		\$ 371,788.00	\$ 31,047.41	\$ 402,835.41
24					
25	<b>Contract 6</b>				
26	<b>Roofing</b>				
27	Sub-Total		\$ 1,124,661.00	\$ -	\$ 1,124,661.00
28					
29	<b>Contract 7</b>				
30	<b>Furnish Hollow Metal/Doors</b>				
31	<b>Hardware</b>				
32	Sub-Total		\$ 238,841.00	\$ 7,104.76	\$ 245,945.76
33					
34	<b>Contract 8</b>				
35	<b>Alum. Storefront/Glass</b>				
36	Sub-Total		\$ 449,244.00	\$ 6,858.36	\$ 456,102.36
37					
38	<b>Contract 9</b>				
39	<b>Drywall / Acoustical</b>				
40	Sub-Total		\$ 1,844,071.00	\$ 9,486.71	\$ 1,853,557.71
41					
42	<b>Contract 10</b>				
43	<b>Floor Coverings</b>				
44	Sub-Total		\$ 420,740.00	\$ 33,511.49	\$ 454,251.49
45					
46	<b>Contract 11</b>				
47	<b>Caulking / Painting</b>				
48	Sub-Total		\$ 112,775.00	\$ 19,589.44	\$ 132,364.44
49					
50	<b>Contract 12</b>				
51	<b>Casework</b>				
52	Sub-Total		\$ 87,252.00	\$ -	\$ 87,252.00
53					
54	<b>Contract 13</b>				
55	<b>Mechanical</b>				
56	Sub-Total		\$ 2,819,088.00	\$ 273,266.47	\$ 3,092,354.47
57					
58	<b>Contract 14</b>				
59	<b>Fire Sprinkler System</b>				
60	Sub-Total		\$ 182,486.00	\$ 11,293.70	\$ 193,779.70
61					
62	<b>Contract 15</b>				
63	<b>Electrical</b>				
64	Sub-Total		\$ 1,862,971.00	\$ 67,926.47	\$ 1,930,897.47
65					
66					



Milford Police Station

9/24/2020

	A	B	C	D	E
1	Contract	Contractor	Base Bid	Base Bid	
2			Building A1	Maintence Building	Totals
67	<b>Security</b>				
68	Access control System				
69	CCTV				
70	Intrusion detection				
71	Sub-Total		\$ 568,836.00	\$ 10,472.34	\$ 579,308.34
72					
73	<b>Structured Cabling</b>				
74	Data Cabling		\$ -	\$ -	
75	Communications Network Equipment				
76	Sub-Total		\$ 139,420.00	\$ -	\$ 139,420.00
77					
78					
79	<b>Basic Building Cost</b>	<b>Sub-Total</b>	\$ 13,414,910.00	\$ 877,510.14	\$ 14,292,420.14
80					
81					
82	<b>Design Fees</b>				
83	Architect / Engineer Fees	6%	\$ 939,288.00		
84	Civil Fees	By Others	\$ -	\$ -	
85					
86	<b>Design Fees</b>	<b>Grand Total</b>	\$ 939,288.00	\$ -	
87					
88	<b>FF&amp;E/IT Fees</b>				
89	FFE Budget		\$ 650,000.00		
90	IT/DATA/Technology		\$ 300,000.00	\$ -	
91	Phones		\$ 75,000.00	\$ -	
92					
93	<b>FF&amp;E/IT Fees</b>	<b>Grand Total</b>	\$ 1,025,000.00	\$ -	
94					
95					
96	<b>Management Fees</b>				
97	Construction Manager Fees	Richard Y. Johnson & Son			
98	CM Pre-Construction Fees		\$ 10,000.00	\$ -	
99	CM Fees	\$ 0.05	\$ 670,745.50	\$ 43,875.51	
100	Sub-Total		\$ 680,745.50	\$ 43,875.51	
101					
102	<b>CM General Conditions</b>	14 Months			
103	Temp Heat		\$ 10,000.00	\$ -	
104	Temp Phone		\$ 2,100.00	\$ 150.00	
105	Temp Toilets		\$ 2,100.00	\$ 150.00	
106	Temp Fence		\$ 10,000.00	\$ -	
107	Temp Closures		\$ 7,500.00	\$ -	
108	Temp Field Office		\$ 2,100.00	\$ 150.00	
109	Temp Electric		\$ 2,100.00	\$ 150.00	
110	Temp Water		\$ 4,000.00	\$ -	
111	Project Sign		\$ 1,000.00	\$ -	
112	Document Costs		\$ 10,000.00	\$ -	
113	Testing		\$ 10,000.00	\$ 1,000.00	
114	Clean Up		\$ 13,200.00	\$ 880.00	
115	Insurance		\$ 30,000.00	\$ 200.00	
116	Dump Fees		\$ 20,000.00	\$ 2,011.00	
117	Final Clean Up		\$ 7,000.00	\$ 200.00	
118	On Site Supervisor		\$ 156,000.00	\$ 11,200.00	
119	Postage		\$ 6,000.00	\$ 500.00	
120	Sub-Total		\$ 293,100.00	\$ 16,591.00	
121					
122	<b>Management Fees</b>	<b>Grand Total</b>	\$ 973,845.50	\$ 60,466.51	\$ 1,034,312.01
123					
124					
125					
126	<b>Project Grand Total</b>	<b>Base Bid</b>	\$ 16,353,043.50	\$ 937,976.64	\$ 17,291,020.14
127	<b>Cost Per Square Foot w/o site</b>		\$ 543.65	\$ 228.40	
128					
129	<b>Contingency</b>	4%	\$ 536,596.40	\$ 35,100.41	\$ 571,696.81
130	<b>Bond Cost</b>	1%	\$ 163,530.44	\$ 9,379.77	\$ 172,910.20
131	<b>Owners Contingency</b>	5%	\$ 817,652.18	\$ 46,898.83	\$ 864,551.01
132					
133	<b>Project Grand Total with Contingency &amp; Bond Cost</b>	<b>Base Bid</b>	\$ 17,870,822.51	\$ 1,029,355.65	\$ 18,900,178.16
134					
135					
136					
137					

To: Mayor Arthur Campbell  
Kenneth Brown, Police Chief  
Mark Whitfield, City Manager  
Teresa Hudson, City Clerk

From: Jason L. James, Sr., Vice Mayor, Ward IV Councilman

RE: Behavioral Health Unit within the Milford Police Department

This memo is a formal request that the City of Milford conduct a feasibility study to determine if the establishment of a Behavioral Health Unit within the Milford Police Department would be beneficial to the citizens of the City of Milford and to the Milford Police Department. The purpose for establishing the unit would be to fill the need for the department “to do something on the front end” for people in need.

It is evident that more and more our Police Officers are, by default, required to respond to mental illness and addiction related issues. The Behavioral Health Unit could reduce the burden on Police Officers and instead help to connect people with the behavioral, mental health, and substance abuse addiction services they need. Arresting and incarcerating someone with a behavioral health issue, mental health issue, or substance abuse addiction disorder is often not the best path. Absent a crime being committed, individuals suffering from these issues and disorders do not need to be in the criminal justice system. The Behavioral Health Unit would aim to keep these individuals and the community safe and to make sure that the persons in need receive the necessary treatment.

Responding to behavioral, mental, and addiction related issues places a burden on the resources of the Police Department by removing Officers from other law breaking and criminal activity matters. Responding to known mentally unstable subjects can be more difficult amid staffing limitations. A Behavioral Health Unit adds a vital resource to Police Officers responding to behavioral health issues; i.e., puts another tool in their tool belt; you've got your gun, you've got your Taser and then you have this. Specifically -trained police officers are paired with licensed mental health clinicians in an unmarked police car, wearing plain clothes.

The mission of the Behavioral Health Unit is to coordinate the response of Law Enforcement and the Behavioral Health System to aid people in behavioral crisis resulting from known or suspected mental illness and or drug and alcohol addiction. The Behavioral Health Unit receives calls through 911.

The Behavioral Health Unit would be under the umbrella of the Chief's Office and oversees the **two tiers** of police response to individuals with mental illness or in behavioral crisis:

- **Mental Health**
- **Substance abuse addiction**

**Behavioral Health Unit Goals:**

- Create a partnership with behavioral health professionals and police department.
- Develop an accessible, coordinated and comprehensive system of psychiatric emergency services.
- Divert persons who have behavioral health illness from the 911 emergency system and hospital emergency departments.
- Link frequent mental health consumers to the mental health system.
- Reduce police time on calls associated with behavioral health consumers mental health consumers.
- Increase disposition and treatment options for Police Officers police officers responding to crisis calls.
- Increase overall treatment satisfaction for behavioral health consumers.

**This initiative is not to reduce nor replace current funding of the Milford Police Department; it is to provide the proper services for the citizens and the Police Department alike. Per conversation with Captain John W Treadwell Sr, there is possible funding through Federal and State grants.**