

City of Milford



CITY COUNCIL AGENDA

Monday, July 26, 2021

Joseph Ronnie Rogers Council Chambers, 201 South Walnut Street, Milford, DE

Per the Declaration of a Public Health Emergency issued by Governor Carney on July 13, 2021 and the virtual meeting provisions as provided in Senate Bill 94, Milford City Council and Committees will be held in a hybrid format, unless otherwise indicated on the agenda. Public Comments are encouraged on the items as noted on the agenda. Virtual attendees may 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 by using the Raise Your Hand function during the meeting. All written public comments received prior to the meeting will be read into the record.

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

<https://zoom.us/j/94877121629>

Members of the public may also dial in by phone using the following number:

1 301 715 8592 Webinar ID: 948 7712 1629

7:00 P.M.

Property Tax Appeal Hearing

CANCELED^{2*}

COUNCIL MEETING

Call to Order - Mayor Archie Campbell

Invocation

Pledge of Allegiance

Recognition

Public Hearings ®

ORDINANCE 2021-11

Authorizes the Annexation of Lands owned by

Walter G. & Sharon A. Feindt, Trustees and the Change of Zone from AR-1 (Agricultural Residential) to C-1 (Neighborhood Commercial).

Property is located along the east side of S. Rehoboth Boulevard, approximately 1,150 feet south of the SE Second Street intersection.

Present Use: Vacant; Proposed Use: Same.

Tax Map 3-30-11.00-044.05, 044.06 & 044.07

ORDINANCE 2021-14

10 Front Street LLC

0.089 +/- acres located on south side of NW Front St, approximately 75 feet west of the N Walnut St Intersection

Address: 10 NW Front Street

Application Type: Conditional Use

Comprehensive Plan Designation: Commercial

Zoning District: C-2 (Central Business District)

Present Use: Mixed Use – (2) Commercial Tenant Spaces and (3) Apartments

Proposed Use: Mixed Use – (2) Commercial Tenant Spaces and (5) Apartments

Tax Parcel: MD-16-183.10-04-48.00

Communication & Correspondence

Unfinished Business

None

New Business

Authorization/Carlisle Fire Company Enhancement Funds/Capital Projects

Authorization/Cypress Hall Extension

Adoption/City of Milford Tax Warrant/FY22

Renewal/R&R Commercial Realty Agreement

Authorization/DelDOT Agreement/Maple Avenue Bridge 2-503 & Designation/Funding Source

Authorization/Milford Police Department Clinician Status & Funding¹

Executive Session

Motion to Recess into Executive Session³

Pursuant to 29 Del. C. §10004(b)(2) Preliminary discussions on site acquisitions for any publicly funded capital improvements, or sales or leases of real property;

Pursuant to 29 Del. C. §10004(b)(4) Strategy sessions, including those involving legal advice or opinion from an attorney-at-law, with respect to collective bargaining or pending or potential litigation

Return to Open Session

Potential Vote/IBEW CBA (International Brotherhood of Electrical Workers)

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.

021821 060421 070821 071921 0720/21

¹072021 Late Addition/Chief Brown Request

²072221 Appeal Hearing Removed & New Business Agenda Item Removed

³072621 Late Correction to ES Statutes & Items/City Manager Whitfield Request

*All appeals resolved by Tyler Technology; hearing canceled.



The background of the image is a stylized American flag with a dark blue field of white stars on the left and red and white horizontal stripes on the right. The flag is set against a dark grey background.

The Pledge of Allegiance

I pledge allegiance to the flag
of the United States of America,
and to the republic for which it stands,
one nation under God,
indivisible, with liberty and justice for all.

DATA SHEET FOR LANDS OF WALTER FIENDT

Annexation Committee: May 10, 2021
Planning Commission Meeting: July 20, 2021
City Council Meeting: July 26, 2021

Application Number / Name	:	21-013 / Lands of Walter Feindt
Applicant	:	Walter G. & Sharon A. Feindt 4 Lakelawn Drive Milford, DE 19963
Owner	:	Same
Application Type	:	Annexation
Comprehensive Plan Designation	:	Low Density Residential
Current Zoning District	:	AR-1 (Agricultural Residential)
Proposed Zoning District	:	C-1 (Neighborhood Commercial)
Present Use	:	Vacant
Proposed Use	:	Vacant
Area and Location	:	1.994 +/- acres of land located along the east side of S. Rehoboth Boulevard approximately 1,150 feet south of the SE Second Street intersection. north
Property Identification Numbers	:	3-30-11.00-044.05, 044.06 & 044.07
ENC:		Annexation Committee Report Exhibit A - Location & Zoning Map Exhibit B – Comprehensive Plan Land Use Map Exhibit C – Written Petition Exhibit D – Annexation Agreement Exhibit E – OSPC Approval

TO: Mayor & Council Members
FROM: Annexation Committee
DATE: May 10, 2021
RE: Annexation Committee Report

A public meeting was held in Council Chambers on May 10, 2021 to consider the annexation request for lands described as:

Property Owner:	Walter G. & Sharon A. Feindt Trustees
Location:	S. Rehoboth Boulevard
Size:	1.994 +/- acres
Existing Zoning:	AR-1 – Agricultural Residential (Sussex County)
Requested Zoning:	C-1 (Neighborhood Commercial)
Tax Map and Parcel Number:	3-30-11.00-044.05, 044.06 & 044.07

APPLICANT

A petition by the property owners was submitted on March 31, 2021 to annex 1.994 +/- acres into the corporate limits of the City of Milford.

LOCATION

The properties are identified as Sussex County tax parcel(s) 3-30-11.00-044.05, 044.06 & 044.07 and are located along the east side of S. Rehoboth Boulevard, just south of the proposed entrance to Windward Boulevard and approximately 1,150 feet south of the SE Second Street intersection. The properties would be located in Ward 3.

STREETS

The properties are currently vacant and do not contain an entrance onto S. Rehoboth Boulevard. S. Rehoboth Boulevard is a State Maintained roadway and any entrances would require DelDOT approval. Additionally, the developer for Windward on the River – Residential and Deep Branch Plaza granted a cross-access easement to these parcels onto Windward Boulevard, which would be the preferred access point for these properties, if developed.

DRAINAGE

The properties are currently undeveloped and any future development of the properties would be subject to DNREC storm-water regulations and the owner would be required to obtain any and all permits from the Sussex Conservation District and State of Delaware.

ZONING

The area proposed to be annexed is currently zoned AR-1 (Agricultural Residential) in Sussex County under the Sussex County zoning ordinance. The applicant requests the properties be zoned C-1 (Neighborhood Commercial District) under the City of Milford zoning ordinance.

SEWER

The properties would be served by the newly constructed Windward on the River regional pump station. The developer would be responsible for any required upgrades and utility extensions to serve the proposed development on the site. All costs associated with the design and construction of the sewer extension would be borne by the applicant. Any construction improvements would need to be reviewed and approved by the City Engineer.

WATER

The properties would be served by the existing 10" water main that is located along Windward Boulevard. The developer would be responsible for any required upgrades and utility extension to serve the proposed development of the site. All costs associated with the design and construction of the water main extension would be borne by the applicant. Any construction improvements would need to be reviewed and approved by the City Engineer.

ELECTRIC

The properties would be served by City of Milford electric utility. All costs associated with the design and construction of electric improvements would be borne by the applicant. Any construction improvements would need to be reviewed and approved by the City Engineer and the City Electric Division.

TRAFFIC

The properties are located along S. Rehoboth Boulevard and would gain access with an entrance along this roadway or via Windward Boulevard directly to the north. S. Rehoboth Boulevard is a State Maintained roadway and any entrances would require approval from DelDOT.

ENVIRONMENTAL ISSUES

The U.S. Army Corp of Engineers will control provisions under Section 404 of wetlands on the parcel. According to the DNREC Navigator website, the properties may contain wetlands at the far eastern limits of parcel 044.05. Additionally, the same portion of the site is impacted by the 100-year floodplain with a base flood elevation of 9 feet above sea level according to the most recent FEMA Flood Insurance Rate Maps (FIRMs). The properties do not contain areas of excellent groundwater recharge according to DNREC Navigator website.

AREA LAND USES

The properties to the south and west are primarily single-family detached dwellings on larger lots developed in Sussex County's AR-1 zoning district. The property to the north is the site of the proposed Deep Branch Plaza commercial center and is zoned C-1. The property to the northeast is the site of the Windward on the River-Residential project containing 264 residential apartment units and is zoned R-3. The property to the east is a 30 +/- acre parcel containing a single dwelling unit in Sussex County and is zoned AR-1.

FIRE AND POLICE

The subject parcel is located within the Carlisle Fire Company district area according to Sussex County's online mapping application. Carlisle Fire Dept. already provides fire and EMS coverage to this area. EMS is also currently provided by Kent County Levy Court. Milford Police Department will provide police service.

COMPREHENSIVE LAND USE PLAN

The annexation request is consistent with the 2018 Comprehensive Plan Future Land Use Plan and is designated as Proposed Low Density Residential. C-1 is an allowable zone in the comprehensive plan's future land use and zoning link table, along with R-1, R-2 and OB-1.

PROPERTY TAXES AND OTHER ECONOMIC CONSIDERATIONS

The proposed annexation would generate new property tax revenue. Development of the properties would provide additional revenue within the electric, water and sewer systems.

ADVANTAGES TO THE CITY

- 1. The properties are within the planning area of the City of Milford.
- 2. The City would receive revenues (property tax, building permits, etc.) associated with activity on these parcels.
- 3. Potential for additional water, sewer and electric users.
- 4. Identified within the Urban Growth Boundary of the 2018 Comprehensive Plan.

DISADVANTAGES TO THE CITY

- 1. The committee is concerned about the commercialization of the S. Rehoboth Boulevard corridor south of the Deep Branch Plaza project.

RECOMMENDATION

Based on the issues and comments discussed in this report, the Annexation Committee of the City of Milford recommends approval of the application, following a 2 to 1 vote, with the following comments:

- 1. Annexation is consistent with the “Comprehensive Land Use Plan.”
- 2. Properties are contiguous to existing City Limits.
- 3. Any changes to the properties are subject to review by the City of Milford Planning Commission and/or City Council.
- 4. Properties will be served by City water, sewer and electric.
- 5. An executed Annexation Agreement is required prior to final City Council approval.
- 6. Upon approval of the annexation committee report, a Municipal Annexation Plan of Services will be submitted to the Office of State Planning for their approval.

*The one dissenting vote was from Councilwoman Wilson, who was supportive of the annexation, but felt the property should be zoned C-1 Neighborhood Commercial.

The properties should be annexed with the following zoning classification: R-1 (Single-family Residential District)

David Macabell

Council Representative/Committee Chairman

5/18/21

Date

Brian O'Brien

Council Representative

5/18/21

Date

Katrina E. Wilson

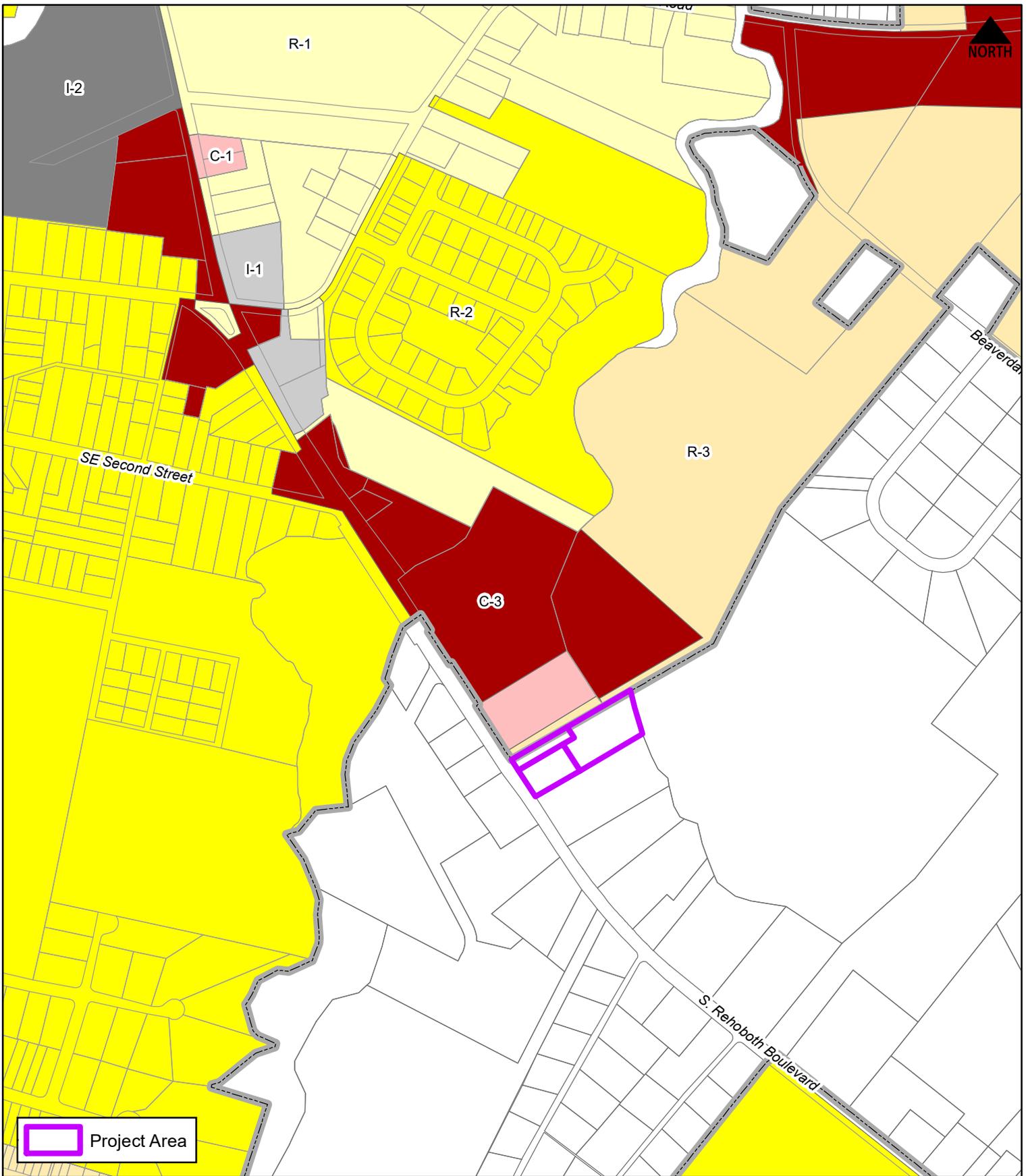
Council Representative

5/18/21

Date

Planning Commission Chairman

Date



 Project Area

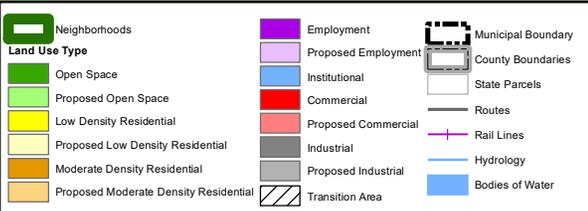
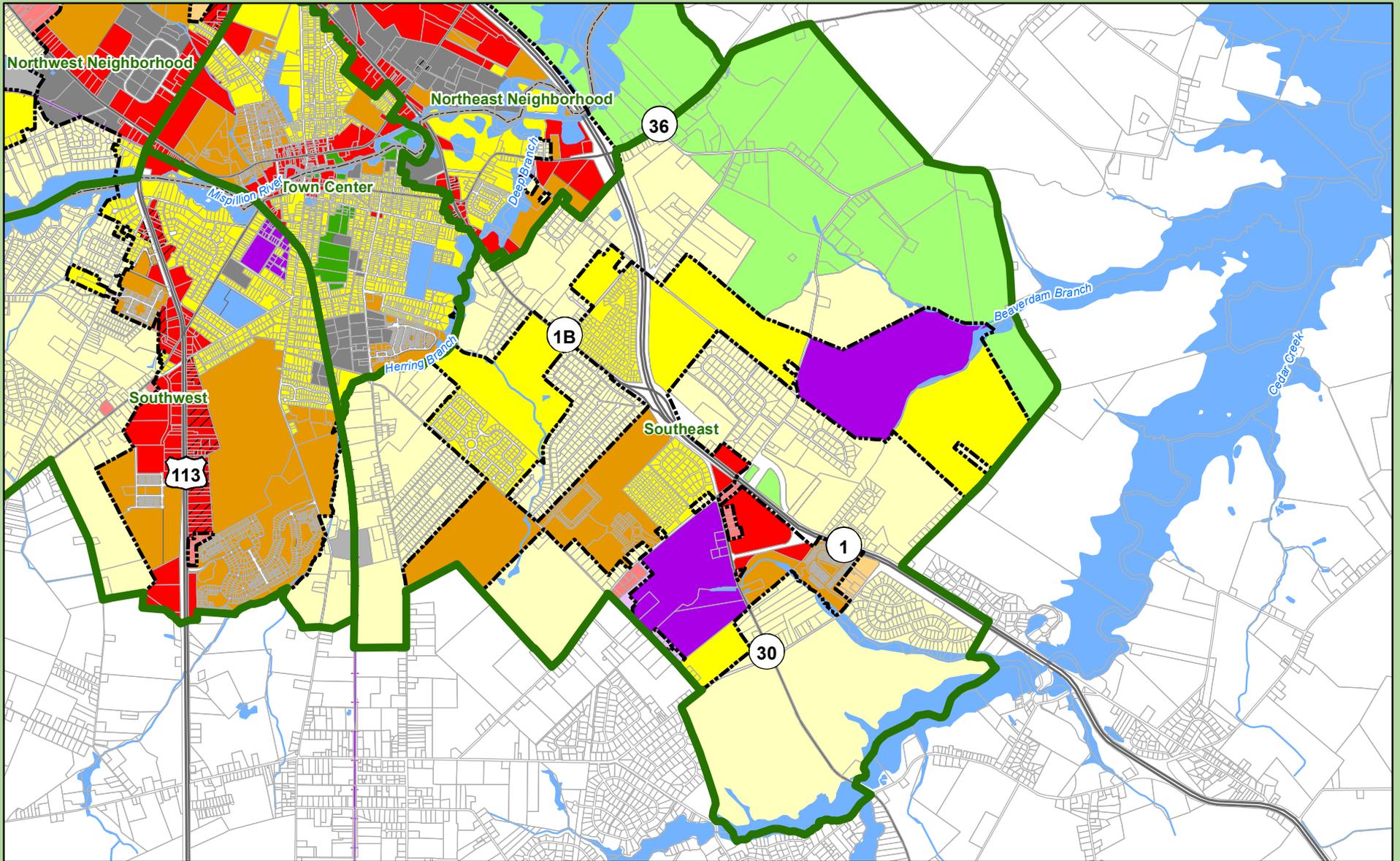


Drawn by: WRP Date: 04/05/21

Title:

Annexation
Lands of Walter Feindt
Location & Zoning Map

Filepath: Annexation_WalterFeindt.mxd

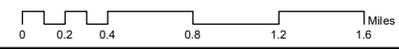


City of Milford, Delaware

Future Land Use

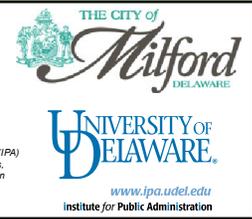
Southeast

Adopted Jan. 22, 2018, Certified TBD



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

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



Walter G. Feindt, Trustee
Sharon A. Feindt, Trustee
4 Lakelawn Drive
Milford, DE 19963

March , 2021

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

Re: **Petition for Annexation**

Sussex County Tax Map No. 330-11.00-44.05, 44.06 & 44.07

Property Address: east side of S. Rehoboth Blvd, approximately 0.4 miles
south/southeast of Route 36

Dear Mayor and City Council,

Please accept this letter as our formal request for annexation of the above referenced parcels into the City of Milford. The land is currently zoned as Agricultural Residential (AR-1) and the land is currently vacant. As per the City's 2018 Comprehensive Plan the parcel is classified as proposed Residential – Low Density. Based on this, we are requesting Community Neighborhood Commercial (C-1) zoning for all three parcels, which contain 1.994 +/- acres. The purpose of this request is to utilize all the services and resources that the City has to offer as well as provide support to the nearby hospital with medical offices.

If you should have any questions, please contact us via Windward Milford, LLC at 302-226-6631.

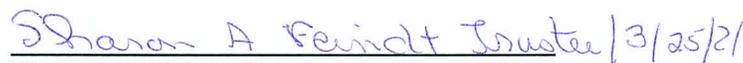
Sincerely,



Walter G. Feindt, Trustee Date 3/25/21



Witness



Sharon A. Feindt, Trustee Date 3/25/21



Witness

Tax Parcel No. 3-30-11.00-044.05, 044.06 & 044.07

Prepared by: Planning & Zoning

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

Return to: The Honorable Arthur J. Campbell, Mayor

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

WALTER G. & SHARON A. FEINDT, TRUSTEES
PLAN OF SERVICES AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2021, by and between WALTER G. & SHARON A. FEINDT TRUSTEES (hereinafter “FEINDT”) located at 4 Lakelawn Drive, Milford, Delaware 19963, and the City of Milford, a municipal corporation of the State of Delaware, with its principal offices located at 201 South Walnut Street, Milford Delaware, 19963 (hereinafter “City”).

RECITALS

- A. WHEREAS, FEINDT is the record title owner of a parcel of land consisting of 1.994 acres, more or less, lying contiguous to the City of Milford, said tract identified on the Sussex County, Delaware tax maps as Tax Parcel No. 3-30-11.00-044.05, 044.06 & 044.07, said tract hereinafter referred to as “FEINDT PROPERTY”.

FEINDT is desirous of having the FEINDT PROPERTY annexed into the City of Milford and requested the land use to be Low Density Residential in nature.

- B. WHEREAS the City, through its City Council (in consultation with the City Solicitor and Planning Director), has duly considered the proposed annexation and has determined that the proposed annexation would be in the City’s overall best interest for the following reasons among others:

1. The property would be within the planning area of the City of Milford.
2. Identified within the Urban Growth Boundary Area of the 2018 Comprehensive Plan.
3. Consistent with the Future Land Figure of the 2018 Comprehensive Plan.

- C. Recognizing that FEINDT’S request for annexation is unilateral (in that the City cannot annex the FEINDT PROPERTY unless FEINDT desires the property to be annexed) and further recognizing that the intended land use is consistent with the City’s Land Use Plan, and can be accommodated within the City’s long range Comprehensive Plan, the City

Council has determined that it is in the City's best interest to provide FEINDT with binding assurances to proceed with annexation.

- D. Article I, Section 1.04 of the City Charter of the City of Milford (pursuant to Chapter 148, Volume 72, Laws of Delaware {as amended}) authorizes and empowers the Mayor of the City of Milford to appoint a Committee composed of not less than three (3) of the elected members of the City Council and one member of the City Planning Commission to investigate the possibility of annexation.

NOW THEREFORE, in consideration of the premises, and in consideration of FEINDT'S request to be annexed into the City of Milford, in consideration of the annexation filing fee for administrative expenses, the receipt whereof is hereby acknowledged, and for other good and valuable consideration, the parties hereto, intending to be legally bound, hereby covenant and agree as follows:

1. Annexation Contingency. This Agreement is expressly contingent upon the annexation, by the City, of the FEINDT PROPERTY. In the event that such annexation does not occur, this Agreement shall be null, void, and of no legal force or effect.
2. Land Subject to Annexation. The land subject to this Agreement consists of 1.994 acres, more or less, said tract identified on the Sussex County, Delaware tax maps as Tax Parcel No. 3-30-11.00-044.05, 044.06 & 044.07.

The hereinabove described parcel of land is more fully depicted on that certain Survey "Topographic Survey Plan of the Lands of Walter G. & Sharon A. Feindt Trustees" dated March 2021, prepared by Davis, Bowen & Friedel, Inc. a copy of which is attached hereto as **Exhibit "A"** and incorporated herein by reference; metes and bounds description for parcel is attached hereto as **Exhibit "B"** and incorporated herein by specific reference.

3. Water Distribution System and Sanitary Sewer. Notwithstanding any other provision or requirement under any City ordinance or regulation, FEINDT agrees that the FEINDT PROPERTY will be connected to the City water distribution system and to the City's sanitary sewer system, treatment of which is provided by Kent County, if and when the property is developed. The parties agree that FEINDT would be responsible for the costs to design and construct any utility extensions and service connections needed to serve the FEINDT PROPERTY. FEINDT agrees to execute any documents needed for the City to obtain Certificate of Public Convenience and Necessity (CPCN) rights.
4. Electric Distribution System. Notwithstanding any other provisions or requirements under any City ordinance or regulation, FEINDT agrees that the FEINDT PROPERTY will be connected to the City electric distribution system if and when the property is developed. The parties agree that FEINDT would be responsible for the costs to design and construct any utility extensions and service

connections needed to serve the FEINDT PROPERTY. FEINDT agrees to execute any documents needed for the City to obtain Certificate of Public Convenience and Necessity (CPCN) rights.

5. Natural Features. The U.S. Army Corp of Engineers will control provisions under Section 404 of wetlands on the parcel.
6. Zoning. The FEINDT PROPERTY shall be annexed as City district C-1 Neighborhood Commercial and shall be developed in accordance with said district. Nothing in this agreement shall remove or eliminate the owner from the necessary site plan reviews, fees, public hearings and all other requirements under the City's Land Use Ordinance.
5. City Not Responsible for Infrastructure Improvements; FEINDT Right to Assign.

Anything herein to the contrary notwithstanding:

- a) The City shall have no obligation or responsibility (financial or otherwise) for providing, installing, or constructing any of the required infrastructure improvements;
 - b) FEINDT may, with the City's prior written consent, which shall not be unreasonably withheld, sell, lease, or convey all or any portion of FEINDT PROPERTY to any third party and, as part of such sale, lease, or conveyance, assign all or any of its rights and *corresponding obligations* hereunder to such third party.
6. Except as Modified, All Other City Ordinances and Regulations to Control. Except as specifically provided herein, once finally annexed into the City of Milford, all lands subject to this Agreement shall be subject to and governed by all provisions of the City Charter and all City ordinances and regulations as they now exist or may hereafter be amended, revised, or repealed, as well as any new ordinances or regulations adopted by the City Council, to the same effect and degree as all other lands within the City boundaries of the City of Milford.
 7. Annexation Agreement to be a Material Part of Annexation Proceedings. Pursuant to Title 22, Delaware Code §101 Plan of Services Reporting, this Agreement shall be deemed to be a material part of the annexation proceedings conducted pursuant hereto; that is to say:
 - a. The resolutions and notices adopted by the City Council, including any resolution and notices for public hearings, proposing the aforesaid annexation shall recite that the proposed annexation includes, and is subject to, an annexation agreement, shall briefly summarize the terms of this annexation agreement, and shall state that copies of the annexation agreement are available upon request at the City Hall.

b. If the results of the annexation hearings are favorable to the proposed annexation, the final resolution annexing the territory shall recite that the annexation is subject to an annexation agreement and shall incorporate the terms of such annexation agreement by specific reference.

8. Land Use Planning Act. The City of Milford shall notify the Delaware State Planning Office, Kent County Department of Public Works, Milford Police Department, Carlisle Fire Department and Milford School District of the proposed annexation contemplated by this Agreement and the parties shall comply with the requirements of the Delaware Land Use Planning of Title 29 of Delaware Code, Chapter 92 (Land Use Planning Act effective until February 14, 2004; Preliminary Land Use Services effective February 14, 2004), as amended.
9. Governing Law. This Agreement shall be governed by the laws of the State of Delaware (notwithstanding the fact that one or more parties may now or later become a resident of another state) and the parties hereto agree that the courts of the State of Delaware shall have jurisdiction over any case or controversy and hereby consent to such jurisdiction.
10. Separability. If any section, paragraph, sentence or clause of this Agreement is determined or declared to be invalid or unenforceable by any court of competent jurisdiction, the remainder hereof shall remain in full force and effect.
11. Entire Agreement. This Agreement constitutes the entire understanding of the parties. It supersedes any and all prior agreements between them. There are no representations or warranties other than those herein contained.
12. Amendments. This Agreement shall not be amended except in writing executed by all parties hereto.
13. Binding Effect. This Agreement shall be binding upon the parties hereto, their administrators, successors, successors in interest and assigns.
14. Contra Proferentum. The fact that one party has drafted this Agreement shall in no way be used against that party in construing the terms, condition, and obligations hereunder.
15. Headings. Headings and captions used herein are solely for the convenience of the parties and shall have no legal significance in construing the terms of this Agreement.
16. Non-Waiver. The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

17. Enforcement. In the event of a breach, this Agreement shall be enforced through a decree of specific performance, the parties agreeing that monetary damages would not provide an adequate remedy.
18. Recording. This agreement, dully executed by the City and FEINDT, shall be recorded in the office of the Recorder of Deeds, in and for Sussex County, Delaware. The cost of recording shall be paid by FEINDT.
19. Plan of Services Requirement. This Agreement shall not be considered or deemed to be contract zoning. The parties hereto acknowledge their respective obligations to enter into a Plan of Services Agreement as part of the annexation process according to 22 Del.C., §101(3) and Milford City Charter Article 1.04(a)(3).

DRAFT

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

WALTER G. & SHARON A. FEINDT,
TRUSTEES

Attest: _____

By: _____
Walter G. Feindt

By: _____
Sharon A. Feindt

CITY OF MILFORD

Attest: _____
City Clerk

By: _____ (Seal)
Arthur J. Campbell, Mayor

STATE OF DELAWARE :
:
COUNTY OF SUSSEX :

Signed and sworn to before me this _____ day of _____, 2021, by Walter G. & Sharon A. Feindt.

Signature of Notary Public

STATE OF DELAWARE :
:
COUNTY OF SUSSEX :

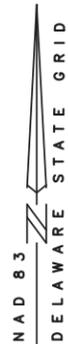
Signed and sworn to before me this _____ day of _____, 2021, by Arthur J. Campbell, Mayor of the City of Milford.

Signature of Notary Public

Exhibit A

DRAFT

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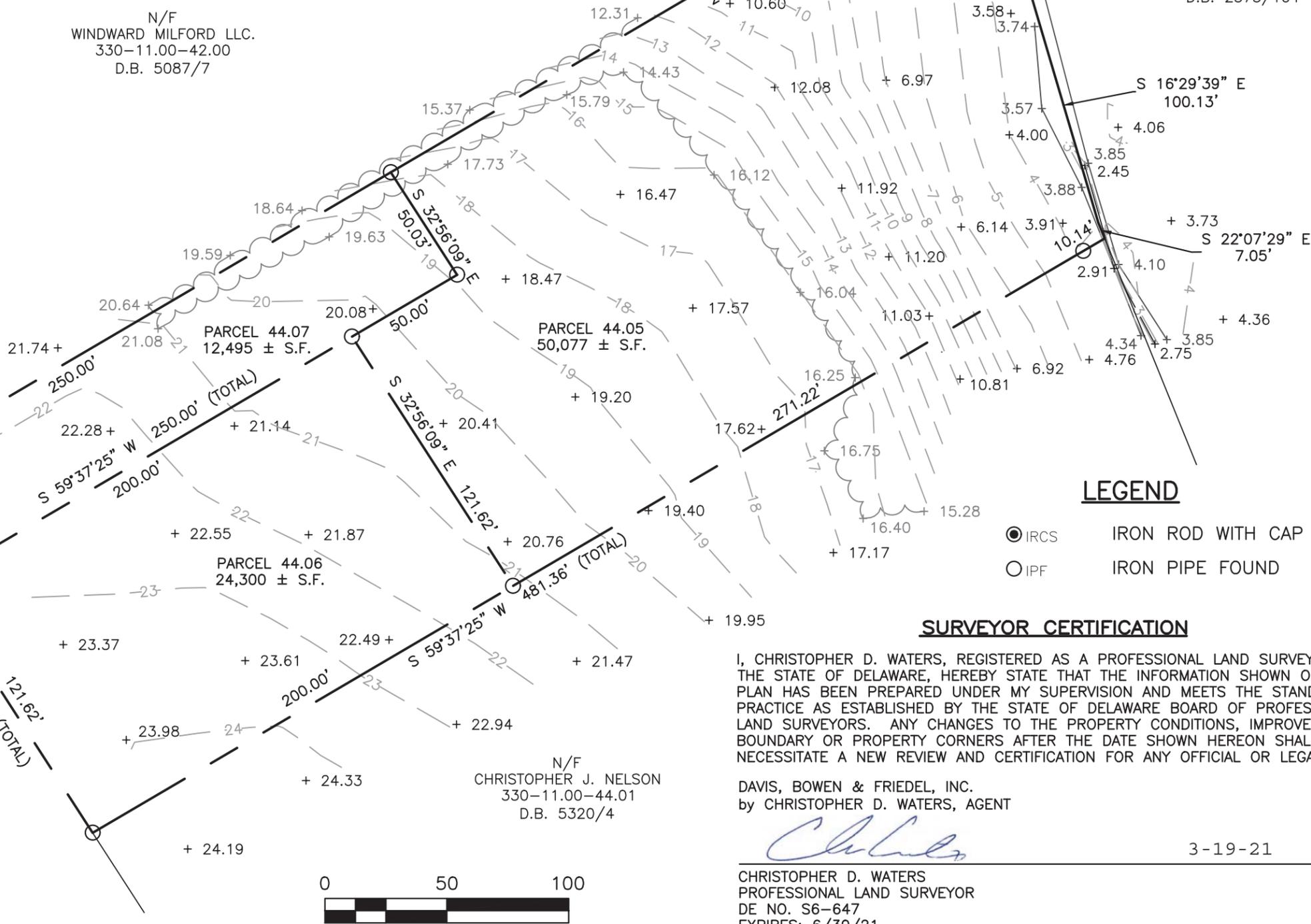
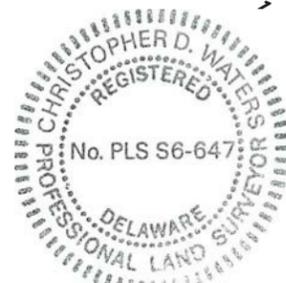
N/F
WINDWARD MILFORD LLC.
330-11.00-42.00
D.B. 5087/7

N/F
WINDWARD ON THE RIVER LP
330-7.00-33.00
D.B. 5115/29

N/F
ANN B. FREEMAN
330-11.00-46.02
D.B. 2573/104

N/F
CHRISTOPHER J. NELSON
330-11.00-44.01
D.B. 5320/4

S. REHOBOTH BLVD
BUSINESS ROUTE 1, S. R.O.W.)



LEGEND

- IRCS IRON ROD WITH CAP SET
- IPF IRON PIPE FOUND

SURVEYOR CERTIFICATION

I, CHRISTOPHER D. WATERS, REGISTERED AS A PROFESSIONAL LAND SURVEYOR IN THE STATE OF DELAWARE, HEREBY STATE THAT THE INFORMATION SHOWN ON THIS PLAN HAS BEEN PREPARED UNDER MY SUPERVISION AND MEETS THE STANDARDS OF PRACTICE AS ESTABLISHED BY THE STATE OF DELAWARE BOARD OF PROFESSIONAL LAND SURVEYORS. ANY CHANGES TO THE PROPERTY CONDITIONS, IMPROVEMENTS, BOUNDARY OR PROPERTY CORNERS AFTER THE DATE SHOWN HEREON SHALL NECESSITATE A NEW REVIEW AND CERTIFICATION FOR ANY OFFICIAL OR LEGAL USE.

DAVIS, BOWEN & FRIEDEL, INC.
by CHRISTOPHER D. WATERS, AGENT

3-19-21

CHRISTOPHER D. WATERS
PROFESSIONAL LAND SURVEYOR
DE NO. S6-647
EXPIRES: 6/30/21

DAVIS, BOWEN & FRIEDEL, INC. ARCHITECTS ENGINEERS SURVEYORS

dbf

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

TOPOGRAPHIC SURVEY PLAN
of the Lands of
WALTER G. & SHARON A. FEINDT, TRUSTEES
CEDAR CREEK HUNDRED
SUSSEX COUNTY, DELAWARE

Date:	MARCH 2021
Scale:	1"=50'
Dwn.By:	KTH
Proj.No.:	2261J011
Dwg.No.:	

Exhibit B

DRAFT

LEGAL DESCRIPTION

LANDS OF

WALTER G. & SHARON A. FEINDT, TRUSTEES

March 22, 2021

PARCEL 44.06

ALL that piece or parcel of land, hereinafter described, situate, lying and being on the northeasterly side of S. Rehoboth Boulevard and being located in Cedar Creek Hundred, Sussex County, Delaware, being all of Parcel “44.06,” as shown on a plat entitled “Topographic Survey Plan,” completed by Davis Bowen & Friedel, Inc., dated March 2021; said piece or parcel being more particularly described as follows:

BEGINNING at point formed by an iron pipe found at the intersection of northeasterly right-of-way line of S. Rehoboth Boulevard, 60 feet wide, with the westerly line of lands of, now or formerly, Christopher J. Nelson, as recorded in the Office of the Recorder of Deeds in and for Sussex County and the State of Delaware; said beginning point being coordinated on the Delaware State Grid System as North: 329,964.46 feet, East: 657,906.64 feet; thence,

1) leaving said Christopher J. Nelson lands and running by and with said right-of-way line of S. Rehoboth Boulevard, North 32 degrees 56 minutes 09 seconds West 121.62 feet to an iron pipe found at a point, thence running,

2) by and with Parcel 44.07, other lands of Walter G. & Sharon A. Feindt, trustees, North 59 degrees 37 minutes 25 seconds East 200.00 feet to an iron pipe found at a point, thence running,

3) by and with Parcel 44.05, other lands of Walter G. & Sharon A. Feindt, trustees, South 32 degrees 56 minutes 09 seconds East 121.62 feet to an iron pipe found at a point, thence running,

4) by and with lands of Christopher J. Nelson, South 59 degrees 37 minutes 25 seconds West 200.00 feet to an iron pipe found at a point and place of beginning; **CONTAINING** 24,300 square feet of land, more or less.

PARCEL 44.07

ALL that piece or parcel of land, hereinafter described, situate, lying and being on the northeasterly side of S. Rehoboth Boulevard and being located in Cedar Creek Hundred, Sussex County, Delaware, being all of Parcel "44.07," as shown on a plat entitled "Topographic Survey Plan," completed by Davis Bowen & Friedel, Inc., dated March 2021; said piece or parcel being more particularly described as follows:

COMMENCING at point formed by an iron pipe found at the intersection of northeasterly right-of-way line of S. Rehoboth Boulevard, 60 feet wide, with the westerly line of lands of, now or formerly, Christopher J. Nelson, as recorded in the Office of the Recorder of Deeds in and for Sussex County and the State of Delaware; said beginning point being coordinated on the Delaware State Grid System as North: 329,964.46 feet, East: 657,906.64 feet; thence running North 32 degrees 56 minutes 09 seconds West 121.62 feet to an iron pipe found at a point and place of beginning, thence,

1) leaving Parcel 44.06, other lands of Walter G. & Sharon A. Feindt, trustees and running by and with said right-of-way line of S. Rehoboth Boulevard, North 32 degrees 56 minutes 09 seconds West 50.03 feet to an iron rod with cap set at a point, thence running,

2) by and with lands of Windward Milford, LLC., North 59 degrees 37 minutes 25 seconds East 250.00 feet to an iron pipe found at a point, thence running,

3) by and with Parcel 44.05, other lands of Walter G. & Sharon A. Feindt, trustees, South 32 degrees 56 minutes 09 seconds East 50.03 feet to an iron pipe found at a point, thence running,

4) by and with other lands of Walter G. & Sharon A. Feindt, trustees, South 59 degrees 37 minutes 25 seconds West passing through an iron pipe found at a distance of 50.00 feet and having a total distance of 250.00 feet to an iron pipe found at a point and place of beginning; **CONTAINING** 12,495 square feet of land, more or less.

PARCEL 44.05

ALL that piece or parcel of land, hereinafter described, situate, lying and being on the northeasterly side of S. Rehoboth Boulevard and being located in Cedar Creek Hundred, Sussex County, Delaware, being all of Parcel "44.05," as shown on a plat entitled "Topographic Survey Plan," completed by Davis Bowen & Friedel, Inc., dated March 2021; said piece or parcel being more particularly described as follows:

COMMENCING at point formed by an iron pipe found at the intersection of northeasterly right-of-way line of S. Rehoboth Boulevard, 60 feet wide, with the westerly line of lands of, now or formerly, Christopher J. Nelson, as recorded in the Office of the Recorder of Deeds in and for Sussex County and the State of Delaware; said beginning point being coordinated on the Delaware State Grid System as North: 329,964.46 feet, East: 657,906.64 feet; thence running North 59 degrees 37 minutes 25 seconds East 200.00 feet to an iron pipe found at a point and place of beginning, thence,

1) leaving lands of Christopher J. Nelson, and running by and with Parcel 44.06, other lands of Walter G. & Sharon A. Feindt, trustees, North 32 degrees 56 minutes 09 seconds West 121.62 feet to an iron pipe found at a point, thence running,

2) by and with Parcel 44.07, other lands of Walter G. & Sharon A. Feindt, trustees, the following two (2) courses; North 59 degrees 37 minutes 25 seconds East 50.00 feet to an iron pipe found at a point, thence,

3) North 32 degrees 56 minutes 09 seconds West 50.03 feet to an iron pipe found at a point, thence running,

4) by and with lands of Windward Milford LLC., North 59 degrees 37 minutes 25 seconds East 285.38 feet to an iron rod with cap set at a point, thence running,

5) by and with lands of Ann B. Freeman, the following three (3) courses; South 12 degrees 48 minutes 03 seconds East 70.59 feet to a point, thence running,

6) South 16 degrees 29 minutes 39 seconds East 100.13 feet to a point, thence running,

7) South 22 degrees 07 minutes 29 seconds East 7.05 feet to a point, thence running,

8) by and with lands of Christopher J. Nelson, South 59 degrees 37 minutes 25 seconds West passing through an iron pipe found at a distance of 10.14 feet and having a total distance of 281.36 feet to an iron pipe found at a point and place of beginning; **CONTAINING** 50,077 square feet of land, more or less.



**STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF STATE PLANNING COORDINATION**

May 26, 2021

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

**RE: Plan of Services 2021-07, Lands of Walter and Sharon Feindt of Milford
Tax Parcel(s): 3-30-11.00-044.05, 044.06 & 044.07**

Dear Mr. Pierce,

This letter is to confirm that we have received and accepted the completed Plan of Services for the above referenced annexation. The City has completed all relevant annexation requirements of Title 22, Section 101, and subsection (3) of the Delaware Code.

After this property has been annexed please notify our office in writing so that we may update our records and maps. A copy of the annexation committee report and the official annexation resolution should accompany this notification. Please do not hesitate to contact me if I can be of any further assistance.

Sincerely,

A handwritten signature in cursive script that reads "Tricia Arndt".

Tricia Arndt, AICP
Principal Planner

CITY OF MILFORD
NOTICE OF PUBLIC HEARINGS
Planning Commission Hearing: Tuesday, July 20, 2021
City Council Hearing: Monday, July 26, 2021

NOTICE IS HEREBY GIVEN that the Planning Commission and City Council will hold Public Hearings at 7:00 p.m., or as soon thereafter as possible, in the Joseph Ronnie Rogers Council Chambers at Milford City Hall, 201 South Walnut Street to allow interested parties to participate in the discussion and consideration of the following zoning matter:

ORDINANCE 2021-11

Having met all requirements of Article I: Incorporation, Territory, and Annexation of the Charter of the City of Milford, this Ordinance Authorizes the Annexation of Lands owned by Walter G. & Sharon A. Feindt, Trustees and the Change of Zone from AR-1 (Agricultural Residential) to C-1 (Neighborhood Commercial).

Property is located along the east side of S. Rehoboth Boulevard,
approximately 1,150 feet south of the SE Second Street intersection.

Present Use: Vacant; Proposed Use: Same.

Tax Map 3-30-11.00-044.05, 044.06 & 044.07

WHEREAS, the owners of the property above have petitioned the City of Milford for an amendment of the zoning map of the City of Milford by annexing and rezoning land, as above described herein; and

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

WHEREAS, the City of Milford Planning Commission will consider the petition/Ordinance at a Public Hearing and hear public comments on July 20, 2021; and

WHEREAS, Milford City Council will hold a Public Hearing on July 26, 2021 to allow for public comment and further review of the Ordinance.

WHEREAS, it was deemed in the best interest of the City of Milford to authorize the annexation with the updated change of zone, as herein described.

NOW, THEREFORE, THE CITY OF MILFORD HEREBY ORDAINS:

Section 1. The boundary of the City of Milford, as presently established, is hereby extended to include by annexation, all that certain tract of land consisting of 1.994 +/- acres, described in the legal description referred to as Exhibit A, attached hereto and made a part hereof, and as shown on the plan denoted as Exhibit B.

Section 2. The newly annexed land(s) shall be designated C-1 (Neighborhood Commercial) as outlined in Chapter 230 of the City of Milford Code.

Section 3. A Plan of Services has been completed in accordance with Delaware Code and accepted by all necessary agencies.

Section 4. Following a favorable vote by City Council on July 26, 2021, property should be included in the geographical and political subdivision of the City of Milford known as Ward 3, beginning on the effective date of this Ordinance.

Section 4. As a result of this action, the City Planner shall secure a plot of the territory, legal description of the property, and associated Ordinances, as certified by the City Clerk, for recording purposes in the Sussex County Office of the Recorder of Deeds, as directed by the Charter of the City of Milford.

Dates.

City Council Introduction: July 12, 2021

Planning Commission Review & Public Hearing: July 20, 2021

City Council Public Hearing: July 26, 2021

Effective Ten Days Following Adoption

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

Attachment (s): Exhibit A, Exhibit B

Advertised: *Milford Beacon 06/16/2021*

06042021



DATA SHEET FOR 10 NW FRONT STREET

Planning Commission Meeting: July 20, 2021

Application Number / Name	:	21-023 / 10 NW Front Street
Applicant	:	10 Front LLC 101 NW Front Street Milford, DE 19963
Owner	:	Same
Application Type	:	Conditional Use
Present Comprehensive Plan Map Designation	:	Commercial
Present Zoning District	:	C-2 (Central Business District)
Present Use	:	Mixed Use – (2) Commercial Tenant Spaces and (3) Apartments
Proposed Use	:	Mixed Use – (2) Commercial Tenant Spaces and (5) Apartments
Size and Location	:	0.089 +/- acres of land located along the south side of NW Front Street approximately 75 feet west of the N. Walnut Street intersection addressed as 10 NW Front Street.
Tax Map & Parcel	:	MD-16-183.10-04-48.00

ENC: Staff Analysis Report
Exhibit A – Location & Zoning Map
Exhibit B – Property Survey



STAFF REPORT
June 11, 2021

Application Number / Name	:	21-023 / 10 NW Front Street
Present Comprehensive Plan Designation	:	Commercial
Present Zoning District	:	C-2 (Central Business District)
Present Use	:	Mixed Use – (2) Commercial Tenant Spaces and (3) Apartments
Proposed Use	:	Mixed Use – (2) Commercial Tenant Spaces and (5) Apartments
Tax Map & Parcel	:	MD-16-183.10-04-48.00
Size and Location	:	0.089 +/- acres of land located along the south side of NW Front Street approximately 75 feet west of the N. Walnut Street intersection addressed as 10 NW Front Street.

I. BACKGROUND INFORMATION:

- The applicant proposes to add two additional residential apartment units to the existing mixed-use building. The proposed layout would include two first floor commercial tenant spaces, two first floor residential apartments, two second floor residential apartments and one third floor residential apartment.
- Chapter 230-13(C)(10) states “all dwellings other than single-family with a maximum density of 12 units per acre in conjunction with nonresidential use” may be permitted subject to receiving a conditional use permit by the City Council.
- Chapter 230-45 states “in any and all zoning districts, multiple permitted uses or mixed use of a property shall be deemed a conditional use subject to special requirements.”

II. STAFF ANALYSIS:

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

- The applicant sought a variance from the Board of Adjustment for the 12 units per acre limitation on the residential density. The Board reviewed a request to increase the density from 12 units per acre to 57 units per acre at the July 8, 2021 public hearing. The conditional use application request for 2 additional apartments is dependent upon this variance approval, and if denied, would result in keeping the current layout of two commercial tenant spaces and three residential apartments.
- Evaluation based on the criteria found under Chapter 230-48 Conditional Uses.

A. The presence of adjoining similar uses.

The Central Business District has several buildings with first floor commercial and residential units above. The proposed use would be similar to several other properties along Walnut Street and NW Front Street, and is consistent with the character of the neighborhood. The property to the east contains a mixed-use building with one first floor commercial tenant and two residential apartments above. The property to the west contains six residential apartments.

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

The proposed mixed use structure is consistent with the purpose and intent of the C-2 Central Business District.

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

The Comprehensive Plan promotes mixed use development in the Central Business District. The combination of first floor commercial and second floor residential would be consistent with the Comprehensive Plan, the Downtown Master Plan, and the goals of the Downtown Development District Plan. The proposal would provide additional housing options in the downtown area.

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

The property to the east contains a mixed-use structure with one first floor commercial tenant and two residential apartments above. The property to the west contains six residential apartments. No screening is proposed nor needed since the proposed use is consistent with the surrounding uses and the purpose of the central business district.

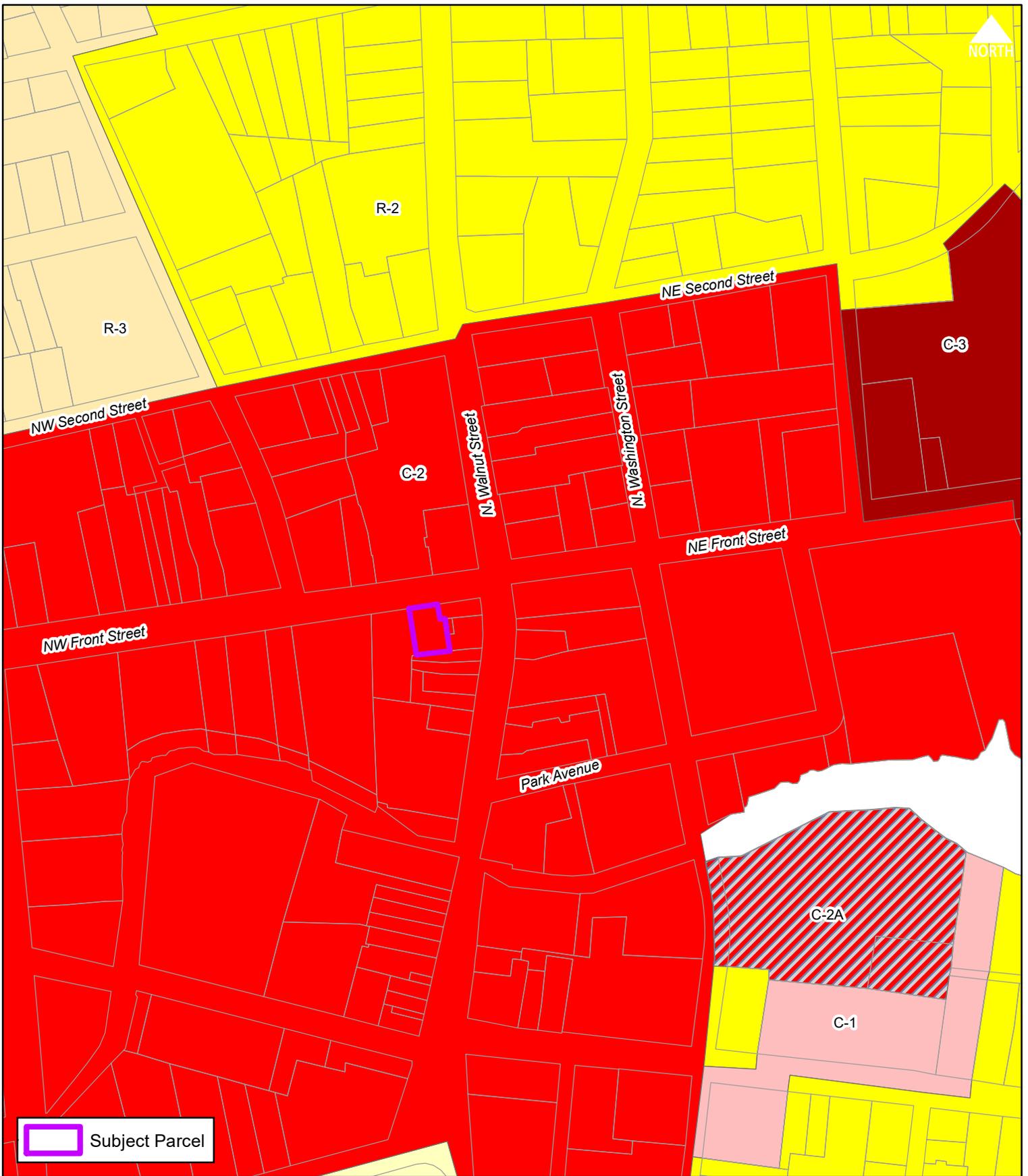
E. The use will not detract from permitted uses in the district.

The proposed mixed use structure is consistent with the purpose and intent of the C-2 Central Business District and should not detract from similar adjacent mixed use and commercial structures.

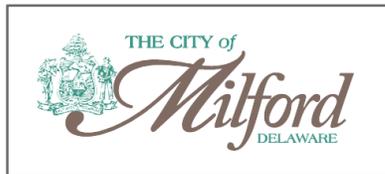
- F. Sufficient safeguards, such as traffic control, parking, screening and setbacks, can be implemented to remove potential adverse influences on adjoining uses.

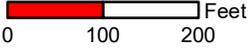
The subject parcel is located within the Central Business District which does not require off-street parking for permitted uses. The residents, employees and customers of the proposed uses would utilize existing off-street public parking lots maintained by the City and on-street parking. The proposed uses would be located within the existing structure and no additions are being proposed, therefore there would be no change in building setbacks from the current conditions. No screening is proposed nor needed since the proposed use is consistent with other uses in the neighborhood. It should be noted that the subject parcel is located within the North Milford Historic District and the applicant, if approved, should work to preserve the historic character of the building.

- If the Planning Commission and City Council elect to approve the applicant's request, staff recommends the following minimum conditions of approval:
 - The applicant must obtain a building permit from the Planning Department and obtain approval from the State Fire Marshal's Office and State Plumbing Office.
 - The applicant should consider maintaining the historic character of the building and work with the State of Delaware Division of Cultural Affairs and local resources to maintain an appearance consistent with the historic downtown area.



 Subject Parcel



Scale:  Feet
0 100 200

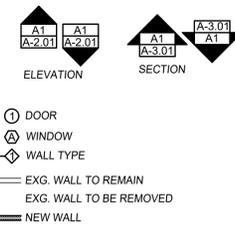
Drawn by: WRP Date: 06/11/21

Title:

Conditional Use & Variance
10 NW Front Street
 Location & Zoning Map

Filepath: CU_10NWFrontSt.mxd

SYMBOLS



ABBREVIATIONS

A.C.T.	ACOUSTICAL CEILING TILE	JAN.	JANITOR
A.B.	ANCHOR BOLT	JT.	JOINT
A.F.F.	ABOVE FINISH FLOOR	LAM	LAMINATE
ALT	ALTERNATE	LAV	LAVATORY
ALU	ALUMINUM	L.P.	LOW POINT
ASPH	ASPHALT	MAX	MAXIMUM
BD	BOARD	MECH	M
BLDG	BUILDING	MIN	MINIMUM
BLKG	BLOCKING	MISC	MISCELLANEOUS
BM	BEAM	M.O.	MASONRY OPENING
BOT	BOTTOM	MTD.	MOUNTED
BS	BOTH SIDES	MTL	METAL
CLG	CEILING	N.I.C.	NOT IN CONTRACT
CLR	CLEAR	NO.	NUMBER
CMU	CONCRETE MASONRY UNIT	N.T.S.	NOT TO SCALE
COL	COLUMN	O.C.	ON CENTER
CONC.	CONCRETE	O.D.	OUTSIDE DIAMETER
CONT.	CONTINUOUS	O.H.	OVERHEAD
CONTR.	CONTRACTOR	OPNG	OPENING
C.J.	CONTROL JOINT	P.B.C.	PLUMBING CONTRACTOR
C.T.	CERAMIC TILE	PL	PLATE
CTR	CENTER	PLAS	PLASTIC LAMINATE
DBL	DOUBLE	PLWD	PLYWOOD
DIA	DIAMETER	PR	PAIR
DN.	DOWN	PT	PAINTED
DR	DOOR	RAD	RADIUS
DS	DOWNSPOUT	REINF	REINFORCED
DET	DETAIL	REQ'D	REQUIRED
DTL	DETAIL	RESIL	RESILIENT
DWG	DRAWING	RM.	ROOM
EA	EACH	R.O.	ROUGH OPENING
E.C.	ELECTRICAL CONTRACTOR	SIM	SIMILAR
ELEC.	ELECTRICAL	SHTG	SHEATHING
ELEV	ELEVATION/ELEVATOR	SPEC'S	SPECIFICATIONS
E.F.	EACH FACE	SQ.	SQUARE
EQ	EQUAL	STD.	STANDARD
EQUIP	EQUIPMENT	STL	STEEL
EXG.	EXISTING	STRUCT	STRUCTURAL
EXP.	EXPANSION	SUSP.	SUSPENDED CEILING
E.W.	EACH WAY	CLG.	CLG.
E.W.C.	ELECTRICAL WATER COOLER	T.O.B.	TOP OF BEAM
F.B.O.	FURNISHED BY OTHERS	T.M.	TOP OF MASONRY
FD	FLOOR DRAIN	T.O.R.	TOP OF RIDGE
FE	FIRE EXTINGUISHER	T.O.P.	TOP OF PLATE
FDN	FOUNDATION	T.O.S.	TOP OF STEEL
FLR	FLOOR	TYP.	TYPICAL
FIN.	FINISH(ED)	U.N.O.	UNLESS NOTED OTHERWISE
FTG	FOOTING	VCT	VINYL COMPOSITION TILE
FURR	FURRING	W	WITH
GA	GAUGE	WD.	WOOD
GV.	GALVANIZED		
GL	GLASS		
GRD	GRADE		
GPDW	GYPSPUM DRYWALL		
GYP	GYPSPUM		
H.A.C.	HEATING AND A/C CONTRACTOR		
HDWD	HARD WOOD		
H.M.	HOLLOW METAL		
HORIZ	HORIZONTAL		
H.P.	HIGH POINT		
HT.	HEIGHT		
I.D.T.	INSIDE DIMENSION CLEAR		
I.D.	INSIDE DIAMETER		
INSUL	INSULATION		
INT.	INTERIOR		

SELECTIVE DEMOLITION

- PROTECT WALLS, CEILINGS, FLOORS, AND OTHER EXISTING FINISH WORK THAT ARE TO REMAIN AND ARE EXPOSED DURING SELECTIVE DEMOLITION OPERATIONS.
- PROVIDE AND MAINTAIN INTERIOR AND EXTERIOR SHORING, BRACING, OR STRUCTURAL SUPPORT TO PRESERVE STABILITY AND PREVENT MOVEMENT & SETTLEMENT
- CLEAN ADJACENT STRUCTURES AND IMPROVEMENTS OF DUST, DIRT, AND DEBRIS CAUSED BY SELECTIVE DEMOLITION OPERATIONS. RETURN ADJACENT AREAS TO CONDITION EXISTING PRIOR TO START OF SELECTIVE DEMOLITION.
- DEMOLISH AND REMOVE EXISTING CONSTRUCTION ONLY TO THE EXTENT REQUIRED BY NEW CONSTRUCTION.
- PROMPTLY PATCH AND REPAIR HOLES AND DAMAGED SURFACES CAUSED TO ADJACENT CONSTRUCTION BY SELECTIVE DEMOLITION OPERATIONS.
- WHERE REPAIRS TO EXISTING SURFACES ARE REQUIRED, PATCH TO PRODUCE SURFACES SUITABLE FOR NEW MATERIALS.
- RESTORE EXPOSED FINISHES OF PATCHED AREAS AND EXTEND FINISH RESTORATION INTO ADJOINING CONSTRUCTION TO REMAIN IN A MANNER THAT ELIMINATES EVIDENCE OF PATCHING AND REFINISHING.
- PATCH AND REPAIR FLOOR AND WALL SURFACES IN THE NEW SPACE WHERE DEMOLISHED WALLS OR PARTITIONS EXTEND ONE FINISHED AREA INTO ANOTHER. PROVIDE A FLUSH AND EVEN SURFACE OF UNIFORM COLOR AND APPEARANCE.
- PATCH, REPAIR, OR REHANG EXISTING CEILINGS AS NECESSARY TO PROVIDE AN EVEN-PLANE SURFACE OF UNIFORM APPEARANCE.
- DISPOSAL: PROMPTLY DISPOSE OF DEMOLISHED MATERIALS. DO NOT ALLOW DEMOLISHED MATERIALS TO ACCUMULATE ON-SITE.
 - DO NOT BURN DEMOLISHED MATERIALS
 - TRANSPORT DEMOLISHED MATERIALS OFF OF OWNER'S PROPERTY AND LEGALLY DISPOSE OF THEM.



NO CHANGES TO EXTERIOR STREET ELEVATION PLANNED EXCEPT FOR MINOR BRICK REPAIR WORK, REPAIR OF GUARDRAIL ON FRONT PORCH, AND REPLACEMENT OF VINYL WINDOWS WITH WOOD HISTORICALLY ACCURATE WINDOWS



EXISTING INTERIOR STAIRWELL TO BE RESTORED. MOST OF THE EXISTING BALUSTERS REMAIN. MISSING OR DAMAGED BALUSTERS TO BE REPLACED WITH REPLICAS. CARPET RUNNER TO BE REMOVED AND REPLACED. TRIMWORK DETAILS TO BE RETAINED/RESTORED.



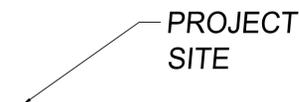
MAIN ENTRY LOBBY TO BE RESTORED BY REMOVING EXG. CARPET REFINISHING ORIGINAL FLOORING. EXG. TRIM TO BE RETAINED AS THE TRIM DETAILING IS A UNIQUE AND DISTINGUISHING FEATURE OF THIS BUILDING.



THE ORIGINAL DOORS AND DOOR, WINDOW, AND BASE TRIMS TO BE RETAINED DURING CONSTRUCTION. THE UNIQUE LINTELS AND TAPERED VERTICALS AROUND THE OPENINGS ARE TO BE MAINTAINED AS ITEMS THAT ARE SPECIAL TO THIS BUILDING.



SITE MAP



SHEET INDEX

A-0.01	COVER SHEET
A-1.01	FIRST FLOOR PLAN, WALL TYPES, AND DETAILS
A-1.02	SECOND AND THIRD FLOOR PLANS, DOOR, AND WINDOW SCHEDULES
A-2.01	EXTERIOR ELEVATIONS
A-3.01	BUILDING SECTIONS

PROJECT DATA

ARCHITECT	CONTRACTOR
ARCHOLOGY	
107 S. WASHINGTON ST.	
MILFORD, DELAWARE 19963	
(302) 339-5566	

SCOPE OF WORK: RENOVATION OF FIRE DAMAGED UNIT IN CONJUNCTION WITH CREATION OF 2 RESIDENTIAL UNITS ON FIRST FLOOR BY SHRINKING EXG. COMMERCIAL UNITS. RENOVATION OF SECOND FLOOR RESIDENTIAL UNIT, AND REFINISHING OF EXISTING ADDITION SECOND AND THIRD FLOOR UNITS

BUILDING CONSTRUCTION TYPE: Vb
BUILDING IS SPRINKLERED.

OCCUPANCY:
FIRST FLOOR:
EXG. COMMERCIAL TENANT SPACE "A" - PRESUMED FUTURE USAGE OFFICE (BUSINESS: 297 S.F. / 100 S.F. PER OCCUPANT = 3 OCCUPANTS)
EXG. COMMERCIAL TENANT SPACE "B" - PRESUMED FUTURE USAGE OFFICE (BUSINESS: 297 S.F. / 100 S.F. PER OCCUPANT = 4 OCCUPANTS)
PROPOSED RESIDENTIAL UNIT "C" - RESIDENTIAL WITH DIRECT ACCESS TO EXTERIOR
PROPOSED RESIDENTIAL UNIT "D" - RESIDENTIAL WITH DIRECT ACCESS TO EXTERIOR
SECOND FLOOR:
RENOVATED RESIDENTIAL UNIT "D" - 2 BEDROOMS: 4 OCCUPANTS
REFINISHED RESIDENTIAL UNIT "E" - 1 BEDROOM: 2 OCCUPANTS
THIRD FLOOR:
REFINISHED RESIDENTIAL UNIT "E" - 1 BEDROOM: 2 OCCUPANTS

NO PROPOSED CHANGES TO EXG. EGRESS ROUTES. CREATION OF NEW RESIDENTIAL SPACES WILL DECREASE POTENTIAL EGRESS THROUGH MAIN ENTRANCES

GENERAL NOTES

- DO NOT SCALE THESE DRAWINGS. (VERIFY ALL DIMENSIONS IN THE FIELD PRIOR TO CONSTRUCTION.)
- THE CONTRACTOR SHALL VERIFY ALL SITE CONDITIONS PRIOR TO CONSTRUCTION.
- THE 2012 INTERNATIONAL BUILDING CODE AS ADOPTED BY THE TOWN OF MILFORD, DELAWARE SHALL GOVERN CONSTRUCTION OF THIS PROJECT.
- ALL DIMENSIONS ARE FROM FACE OF STUDS OR FACE OF MASONRY UNITS UNLESS NOTED OTHERWISE.
- ALL WOOD IN CONTACT WITH CONCRETE OR MASONRY UNITS OR EXPOSED TO THE ENVIRONMENT SHALL BE PRESSURE TREATED WOOD.
- CONTRACTOR SHALL MEET WITH OWNER OR OWNER'S REPRESENTATIVE AT COMPLETION OF FLOOR FRAMING/SLAB CONSTRUCTION. PROPOSED WALL LAYOUT (INCLUDING WINDOW AND DOOR LOCATIONS) SHALL BE CHALK-LINED ON SUB-FLOOR/SLAB FOR OWNER'S APPROVAL. CONTRACTOR SHALL OBTAIN OWNER'S APPROVAL OF WALL LAYOUT PRIOR TO PROCEEDING WITH WALL FRAMING.
- CONTRACTOR SHALL MEET WITH OWNER OR OWNER'S REPRESENTATIVE AT COMPLETION OF ROUGH FRAMING AND PRIOR TO INSTALLATION OF ANY ELECTRICAL, MECHANICAL OR PLUMBING WORK. THE PURPOSE OF THIS MEETING IS TO FIELD-LOCATE ANY AND ALL ELECTRICAL SWITCHES, OUTLETS, LIGHT FIXTURES, ELECTRICAL PANELS, THERMOSTATS, AIR REGISTERS, GRILLES, EQUIPMENT, PLUMBING FIXTURES, ETC. CONTRACTOR SHALL OBTAIN APPROVAL OF THESE LOCATIONS PRIOR TO PROCEEDING WITH THIS WORK.
- FAILURE BY THE CONTRACTOR TO CONDUCT THE ABOVE MEETINGS AND OBTAIN APPROVAL ON LOCATIONS OF REFERENCED DATA WILL RELIEVE OWNER FROM ANY AND ALL CHANGES OR RELOCATION EXPENSES RELATED TO THE ABOVE.
- CONTRACTOR SHALL VERIFY THAT EMERGENCY EGRESS WINDOW UNIT IN EACH NEW SLEEPING ROOM IS IN COMPLIANCE WITH THE APPLICABLE BUILDING CODE FOR THIS PROJECT. CONTRACTOR SHALL NOTIFY ARCHITECT OF ANY DISCREPANCIES PRIOR TO ORDERING THE WINDOW UNITS.
- PROVIDE BLOCKING OR DOUBLE FLOOR JOIST UNDER ALL WALLS PARALLEL TO JOISTS.
- PROVIDE SOLID BRIDGING AT MID-SPAN FOR JOISTS 10' OR GREATER IN LENGTH.
- PROVIDE DOUBLE JOISTS AROUND ALL FLOOR AND ROOF OPENINGS (UNLESS NOTED OTHERWISE).
- BOTTOM OF ALL FOOTINGS SHALL BE A MINIMUM OF 32" BELOW FINISH GRADE OR PER APPLICABLE BUILDING CODE FOR THIS PROJECT (USE GREATER OF THE TWO CONDITIONS).
- CONTRACTOR SHALL NOTIFY MISS UTILITY NOT LESS THAN 2 WORKING DAYS, BUT NOT MORE THAN 10 WORKING DAYS, PRIOR TO EXCAVATION OR DEMOLITION ON THIS PROJECT.
- ALL NEW MATERIALS SHALL BE FREE OF LEAD, ASBESTOS OR MERCURY.
- ALL ELECTRICAL WORK SHALL COMPLY WITH NFPA 70, NATIONAL FIRE CODES AND NATIONAL ELECTRIC CODE (N.E.C.).
- SHOULD ANY WORDS OR NUMBERS THAT ARE NECESSARY FOR A CLEAR UNDERSTANDING OF THE WORK BE ILLEGIBLE OR OMITTED, OR SHOULD AN ERROR OR DISCREPANCY OCCUR IN ANY OF THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL NOT PROCEED WITH THAT PORTION OF THE WORK UNTIL CLARIFICATION IS RECEIVED. IN THE EVENT THE CONTRACTOR PROCEEDS WITHOUT SO NOTIFYING THE ARCHITECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF CORRECTING SAME, INCLUDING ANY RESULTING DAMAGE.
- ALL NEW FLOOR FINISHES IN COMMERCIAL AND PUBLIC SPACES TO BE CLASS I OR II.
- ALL NEW WALL AND CEILING FINISHES IN COMMERCIAL AND PUBLIC SPACES TO BE CLASS A, B, OR C.
- ALL NEW DOOR HARDWARE TO BE ADA COMPATIBLE LEVER STYLE HARDWARE TO BE NON-KEYED FROM THE EGRESS SIDE
- ALL NEW HVAC TO BE NON-FUEL BURNING ELECTRIC WITH LESS THAN 2,000 CFM CAPACITY.



ALL DESIGN CONCEPTS, IDEAS AND DRAWINGS ARE THE PROPERTY OF ARCHOLOGY, LLC. AND ARE INTENDED TO BE USED IN WHOLE OR IN PART FOR ANY SPECIFIC PROJECT ONLY AND SHALL NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN CONSENT OF ARCHOLOGY, LLC. ARCHITECTURE AND DESIGN SERVICES, NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN CONSENT OF ARCHOLOGY, LLC. ARCHITECTURE AND DESIGN SERVICES, LLC.

REV. DATE:	
ARCHOLOGY, LLC	© 2019
CONSTRUCTION DRAWING FOR THE NEW:	10 NW FRONT STREET, MILFORD, DEW COUNTY, DELAWARE
PROJECT #	19237
COVER SHEET	

PROFESSIONAL CERTIFICATION: I CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF DELAWARE. LICENSE NUMBER: 85- EXPIRATION DATE: 01/31/2020

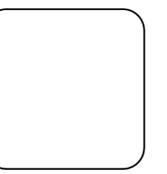
DATE: 08/17/2020
SHEET # A-0.01

A1 FOUND HISTORIC CONDITIONS AND INTENT

ALL DESIGN CONCEPTS, IDEAS AND DRAWINGS ARE THE PROPERTY OF ARCHITECTURE & DESIGN SERVICES. NO PART OF THIS DOCUMENT SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN CONSENT OF ARCHITECTURE & DESIGN SERVICES. NO ALLOWANCE WITHOUT THE WRITTEN CONSENT OF ARCHITECTURE & DESIGN SERVICES.

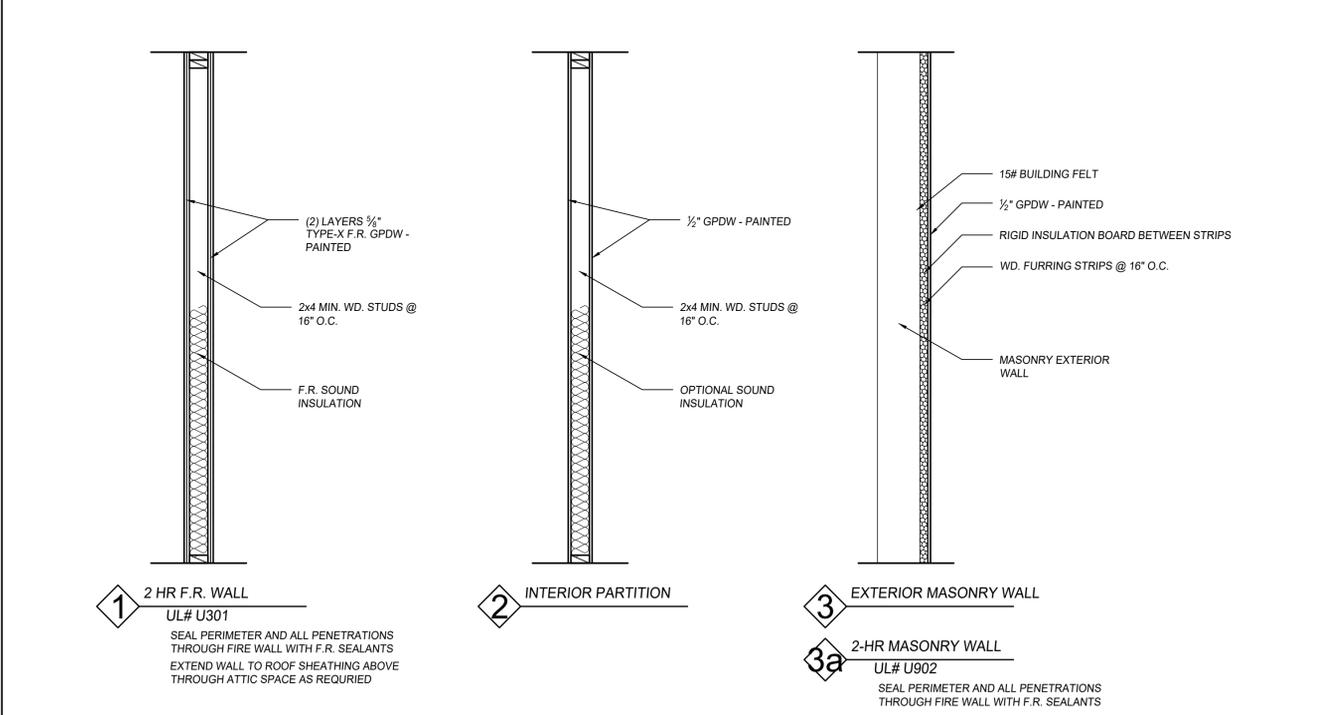
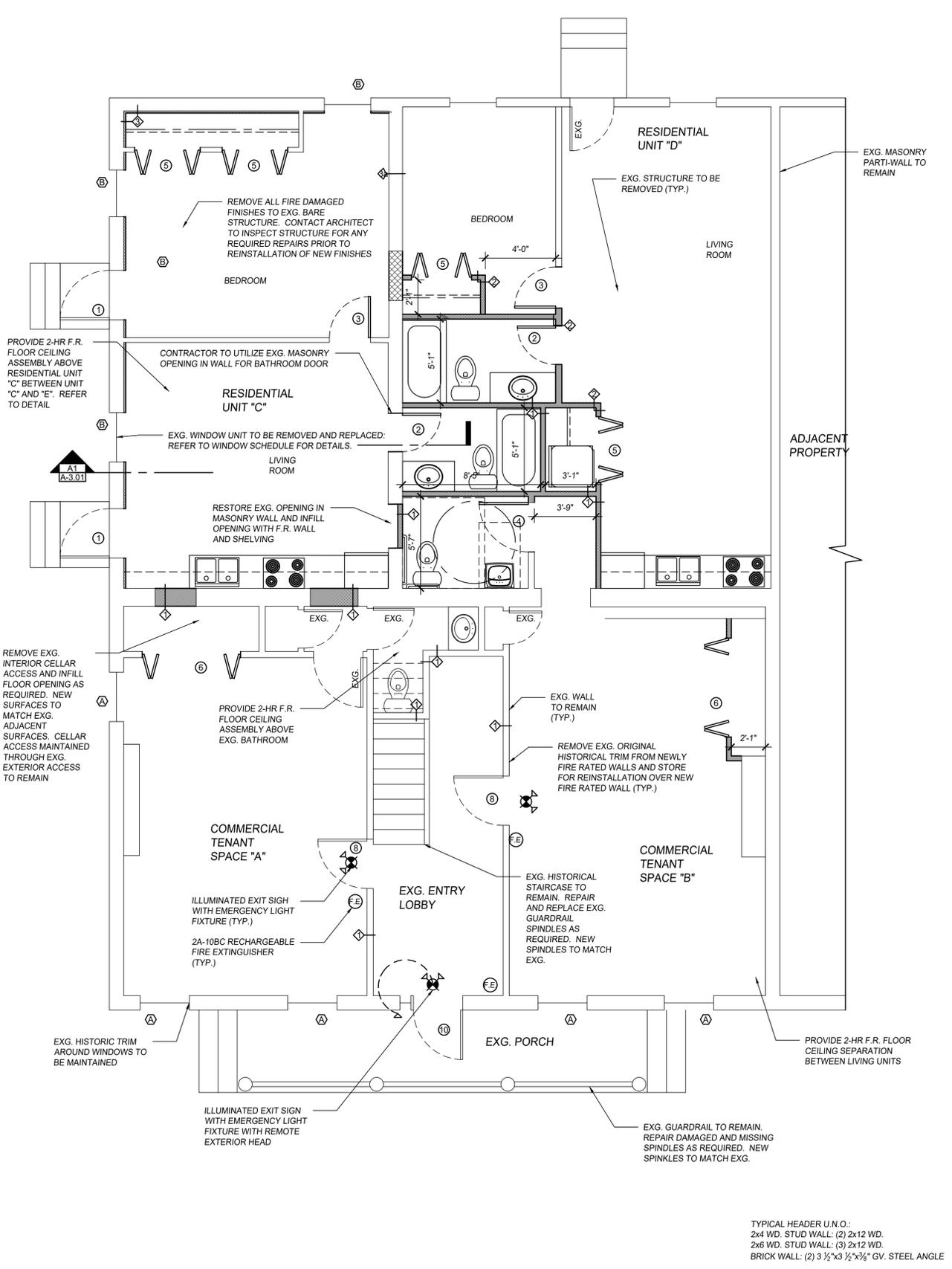
REV. DATE:	ARCHITECTURE & DESIGN SERVICES
	© 2019

CONSTRUCTION DRAWING FOR THE NEW:	10 NW FRONT STREET
	10 NW FRONT STREET
	MILFORD, DEWENT COUNTY, DELAWARE
PROJECT #	19237
	FIRST FLOOR PLAN, WALL TYPES, AND DETAILS

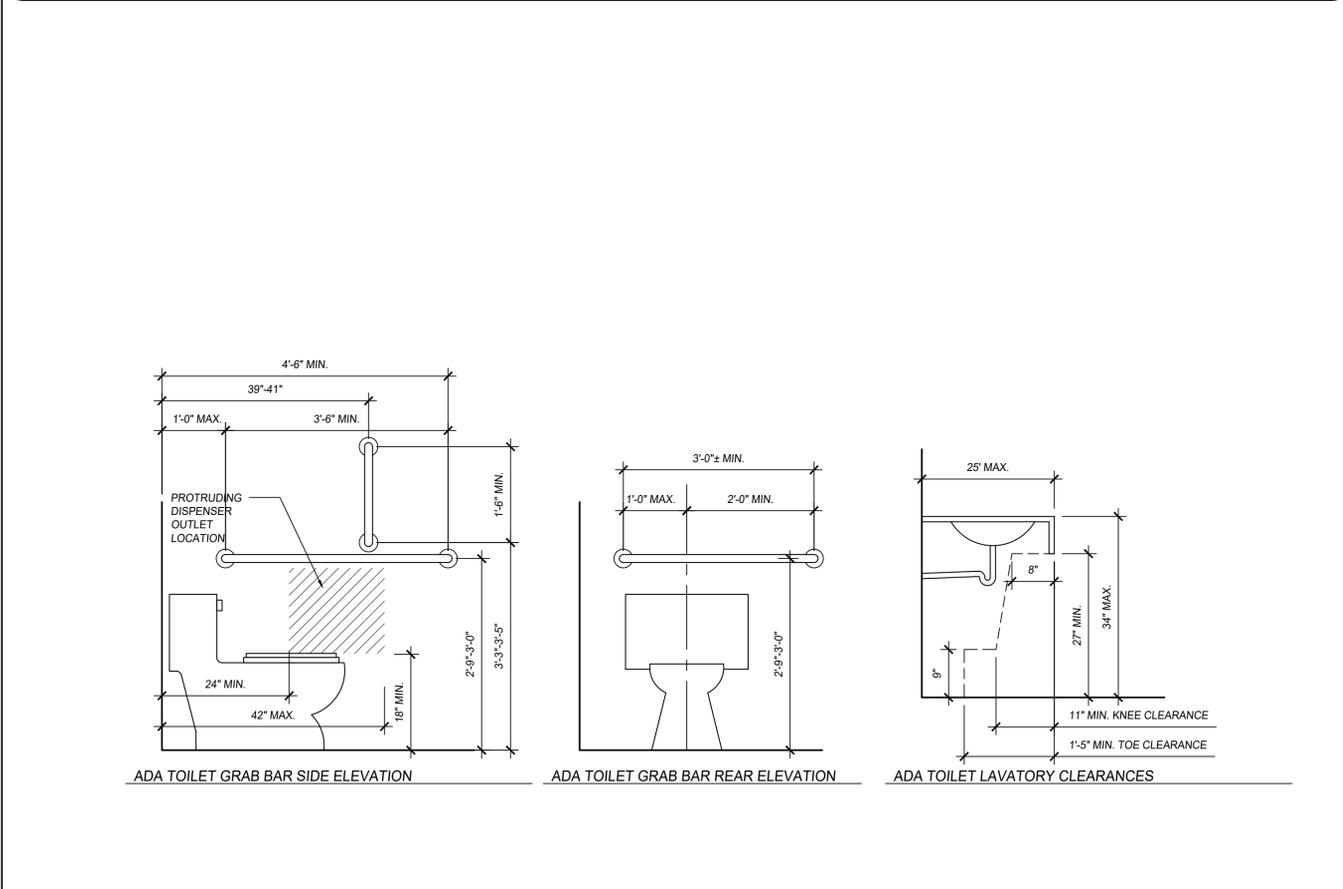


PROFESSIONAL CERTIFICATION
I CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DELIC LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF DELAWARE
LICENSE NUMBER SS-
EXPIRATION DATE 01/31/2020

DATE:	08/17/2020
SHEET #	A-1.01

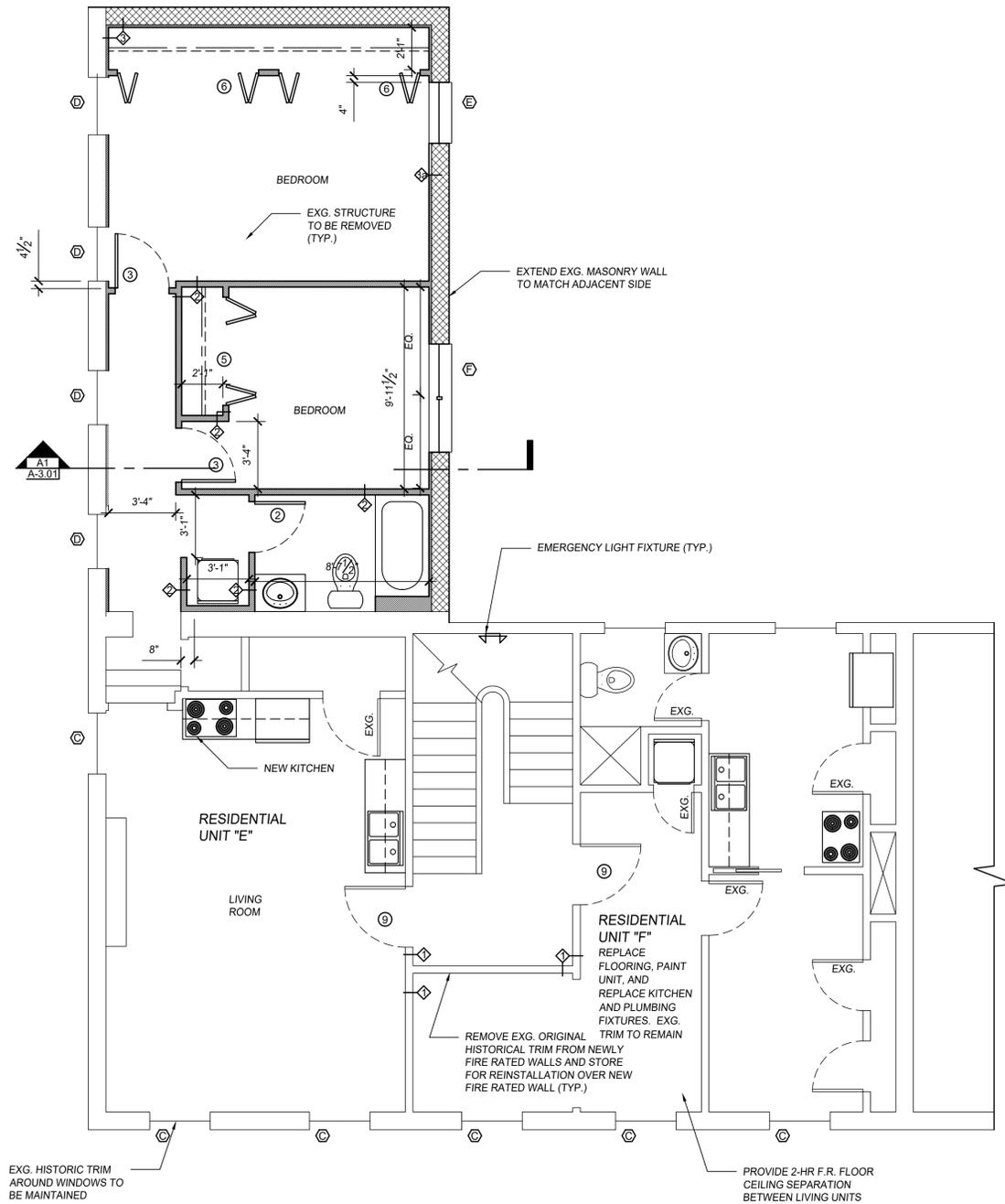


B2 WALL TYPES
3/4" = 1'-0"



B1 ADA DETAILS
3/4" = 1'-0"

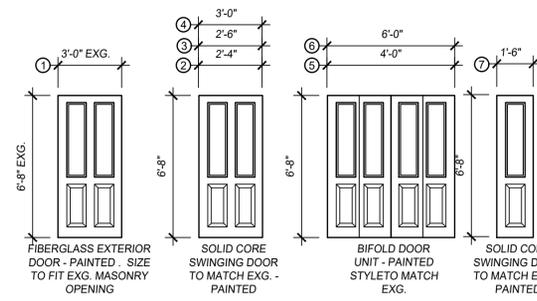
A1 FIRST FLOOR PLAN
3/4" = 1'-0"



TYPICAL HEADER U.N.O.:
 2x4 WD. STUD WALL: (2) 2x12 WD.
 2x6 WD. STUD WALL: (3) 2x12 WD.
 BRICK WALL: (2) 3 1/2"x3 1/2"x3/4" GV. STEEL ANGLE

A1 SECOND FLOOR PLAN

1/4" = 1'-0"

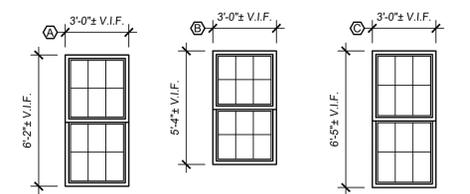


B2 DOOR SCHEDULE

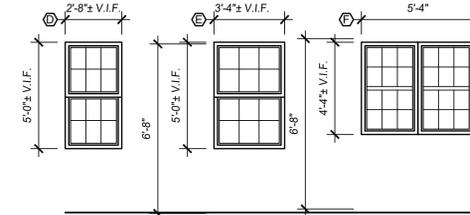
1/4" = 1'-0"

B1 THIRD FLOOR PLAN

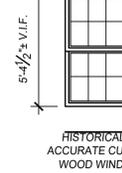
1/4" = 1'-0"



HISTORICALLY ACCURATE CUSTOM WOOD WINDOW
 VIWINGO VINYL WINDOW WITH GBG TO MATCH EXG.
 HISTORICALLY ACCURATE CUSTOM WOOD WINDOW



VIWINGO VINYL WINDOW WITH GBG TO MATCH EXG.
 EGRESS *VIWINGO* VINYL WINDOW WITH GBG TO MATCH EXG.
 EGRESS *VIWINGO* CASEMENT WINDOW WITH GBG AND FALSE CHECK RAIL TO MATCH EXG.

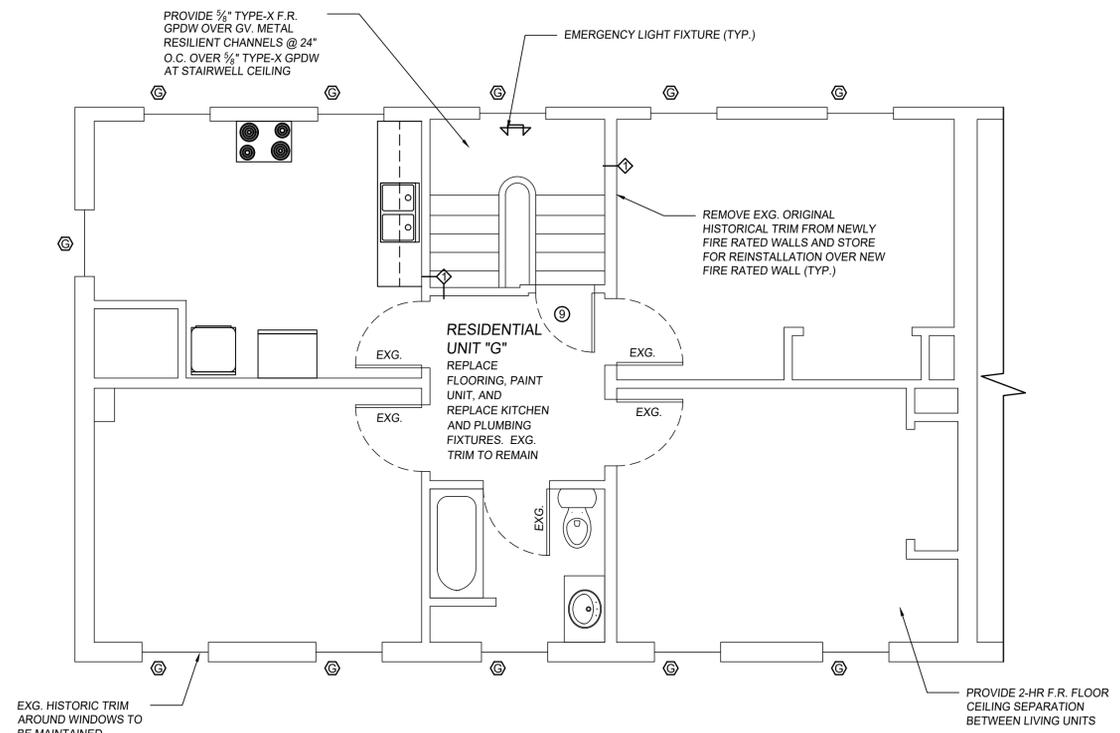


HISTORICALLY ACCURATE CUSTOM WOOD WINDOW

ALTERNATE: IF ORIGINAL WINDOWS CAN BE LOCATED, THEY MAY BE REPAIRED, REFINISHED, AND REINSTALLED IN ORIGINAL OPENINGS. PROVIDE WD. STORM WINDOWS FOR

C2 WINDOW SCHEDULE

1/4" = 1'-0"



B1 THIRD FLOOR PLAN

1/4" = 1'-0"

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REV.	DATE

CONSTRUCTION DRAWING FOR THE NEW:
10 NW FRONT STREET
 10 NW FRONT STREET
 MILFORD, KENT COUNTY, DELAWARE
SECOND AND THIRD FLOOR PLANS AND DOOR AND WINDOW SCHEDULES
 PROJECT #
19237

PROFESSIONAL CERTIFICATION
 I CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF DELAWARE
 LICENSE NUMBER 55-
 EXPIRATION DATE 01/31/2020

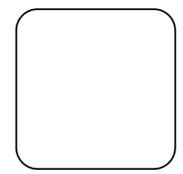
DATE:
08/17/2020

SHEET #
A-1.02

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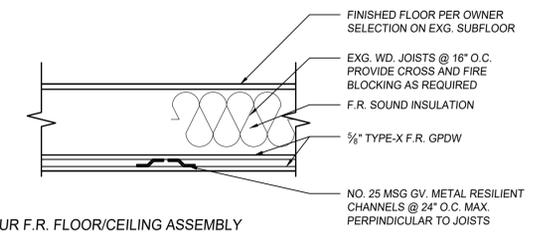
REV.	DATE	DESCRIPTION

CONSTRUCTION DRAWING FOR THE NEW:	
10 NW FRONT STREET	
10 NW FRONT STREET MILFORD, KENT COUNTY, DELAWARE	
PROJECT #	19237
BUILDING SECTION	
ARCHIOLOGY, LLC © 2019	

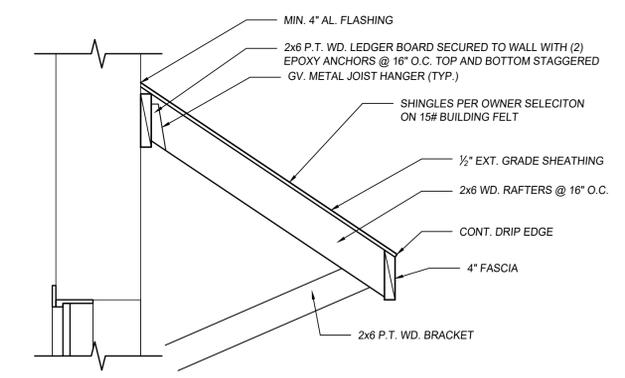
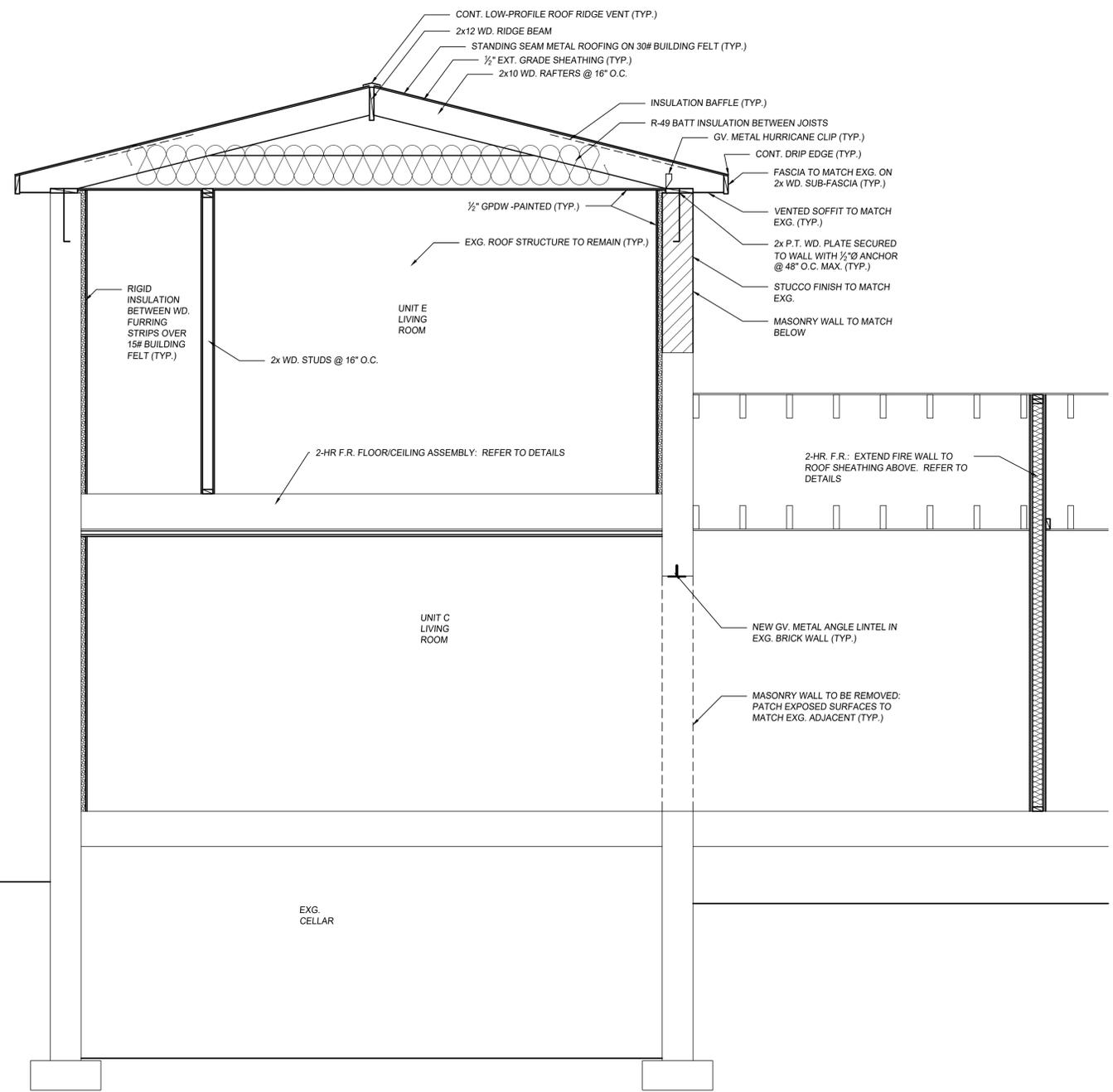


PROFESSIONAL CERTIFICATION
I CERTIFY THAT THESE DOCUMENTS
WERE PREPARED OR APPROVED BY ME,
AND THAT I AM A DELICENSSED
ARCHITECT UNDER THE LAWS OF THE
STATE OF DELAWARE
LICENSE NUMBER SS-
EXPIRATION DATE 01/31/2020

DATE:	08/17/2020
SHEET #	A-3.01



2-HOUR F.R. FLOOR/CEILING ASSEMBLY
UL# L511



PORCH ROOF DETAIL
1" = 1'-0"

§ 230-13. - C-2 Central Business District.

In a C-2 District no building or premises shall be used and no building shall be erected or altered which is arranged, intended or designed to be used except for one or more of the following uses and complying with the requirements so indicated.

- A. Purpose. The purpose of the C-2 District is to create an atmosphere that encourages the preservation and revitalization of the Central Business District. Specifically, the regulations are designed to encourage the development and opening of new businesses. This may be accomplished by providing an attractive and convenient shopping center or mall that is organized and developed as an integrated unit. The district regulations also recognize the unique circumstances that are peculiar to the downtown area.
- B. Permitted uses. Permitted uses for the C-2 District shall be as follows:
- (1) Those uses permitted in the C-1 District.
 - (2) General merchandise stores, including such uses as department stores, apparel and accessories, hardware, shoes, drugs and variety stores.
 - (3) Specialty retail stores, including such uses as gifts, antiques, crafts, newspapers, tobacco, flowers, sporting goods, books, jewelry, leather goods and stationery stores.
 - (4) Personal service establishments, including such uses as barbers, beauticians, shoe repair and tailors.
 - (5) Financial institutions, loan companies and banks.
 - (6) Restaurants, excluding fast-food or franchised food service operated restaurants.
 - (7) Taverns and tap rooms.
 - (8) Retail food stores, including bakeries, confectionery, candy or gourmet shops, small convenience grocery shops (without gas pumps) and meat, fish or produce stores.
 - (9) Professional services and administrative activities, including such uses as offices of agents, brokers, physicians, dentists, attorneys, architects, engineers, musicians and artists and governmental offices serving the public.
 - (10) Libraries, museums, art galleries and public information centers.
 - (11) Churches and other places of worship.
 - (12) Fraternal, social service, union or civic organization.
 - (13) Tourist home, boardinghouse, rooming house or lodging house.
 - (14) Studio for artists, designers, photographers, musicians, sculptors and related uses.
 - (15) Commercial parking lot, public garage or multilevel parking garage and off-street parking.
 - (16) Municipal and public services and facilities, including City Hall, water storage towers, water reservoirs, water pumping stations, water treatment plants, sewage pumping stations, sewers (storm and sanitary), street rights-of-way, utility transmission and distribution lines, public transportation bus or transit stops, police and fire stations and substations for electric, gas and telephone facilities.
 - (17) Publishing, printing and reproduction establishments.
 - (18) Repair and servicing as an accessory activity of any article for sale in the same establishment.
 - (19) Indoor storage facilities as an accessory use to any of the permitted uses in this district.
 - (20) The outdoor display of merchandise, if done in a reasonable manner and if the display is kept neat and orderly as determined by the Code Official. Furthermore, the outdoor display may not interfere with the safe and efficient flow of pedestrian traffic.

- (21) Family day care, which shall involve a maximum of six full-time and two after-school children, as specified by state regulations.
- (22) Craft distillery and microbrewery establishments, provided that:
- (a) All permits and approvals required by the Delaware Alcoholic Beverage Commission are obtained and remain in full force and effect.
 - (b) All aspects of the distilling or brewing process are completely confined within a building, including storage of all materials and finished products.
 - (c) Such establishment offers the public, on a regular and continuing basis, various activities ancillary to its distilling and/or brewing process, including by way of example: tours of the premises, educational classes, demonstrations, tasting rooms, and retail sales areas limited to the sale of beer, mead, cider, or spirits brewed or distilled on the premises for consumption off-premises and other retail items.
 - (d) On-site consumption or tasting associated with a craft distillery or microbrewery establishment shall be permitted. Any area associated with on-site consumption or tasting shall not operate as a stand-alone bar or tavern, shall be located on the premises of the craft distillery or microbrewery establishment, and shall be ancillary to the primary use. "Ancillary" for purposes of this section means subordinate, auxiliary, smaller and less intensive than the primary use. On-site consumption or tasting of alcohol shall be limited to those products brewed or distilled on the premises, except as otherwise permitted by Delaware Law.
 - (e) All food sales shall be limited to prepackaged snack items or those food items prepared by a food establishment licensed by the State of Delaware. If a craft distillery or microbrewery intends to operate on its premises a food establishment that is otherwise a permitted use in this district (i.e. restaurant, café, or full-service restaurant), the City may require the property owner to provide the City with a letter of no objection from the Delaware Alcoholic Beverage Control Commissioner regarding the operation of a food establishment on the premises of a craft distillery or microbrewery.
 - (f) Outdoor seating and gathering areas shall be permitted subject to the following requirements:
 - i. Permanent and temporary outdoor seating and gathering areas shall be subject to building permit application and approval requirements.
 - ii. Outdoor seating and gathering areas and ancillary improvements shall include physical barriers from public rights-of-way and physical and visual barriers from adjoining properties. Physical barriers along public rights-of-way shall restrict access from the public rights-of-way to the outdoor seating and gathering areas and shall not exceed four feet in height. Barriers along adjoining property lines shall create a physical and visual barrier consisting of fencing six feet in height or vegetation at least six feet in height. The regulations herein shall be in addition to any regulations imposed by the State of Delaware.
 - iii. Maximum occupancy and points of ingress/egress shall be clearly marked. Occupancy of outdoor seating and gathering areas shall not exceed one person per 15 square feet of the outdoor seating and gathering areas identified in the building plans or any other occupancy limit established by the Office of the State Fire Marshall.
 - iv. All structures and uses related to outdoor seating and gathering areas and facilities are subject to the City of Milford Building Code and the City of Milford Zoning Code.
 - v. The occupancy of outdoor seating and gathering areas shall be included when calculating the building requirements and minimum parking standards required by the City of Milford and State of Delaware. Outdoor seating and gathering areas shall meet all requirements of the City of Milford and the State of Delaware.

- vi. Tables, chairs, umbrellas, equipment, games, and any other items provided in connection with outdoor seating and gathering areas shall be maintained in good repair and shall be secured during non-business hours in a safe and orderly manner.
 - vii. Any licensing required by the Delaware Alcoholic Beverage Control Commissioner for outdoor seating and gathering areas shall be obtained.
- 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) Commercial indoor recreation activities, including amusement arcades, indoor theaters, social clubs, youth clubs or similar facilities.
 - (2) Laundromats and dry-cleaning establishments.
 - (3) Undertakers.
 - (4) Motels and hotels.
 - (5) Instructional, business or trade stores.
 - (6) Fast-food or franchised food service operated restaurants.
 - (7) Day-care centers.
 - (8) Small convenience grocery shops with gas pumps.
 - (9) Community residential treatment program.
 - (10) All dwellings other than single-family with a maximum density of 12 units per acre and in conjunction with nonresidential use.
- D. Area regulations.
- (1) Minimum lot area shall be 2,500 square feet for any permitted use, together with its accessory buildings, provided that parking and loading space are provided in accordance with Article VI of this chapter.
 - (2) Minimum lot width shall be 50 feet.
 - (3) Height of buildings shall not exceed 35 feet.
 - (4) There shall be no required setback, rear yard or side yard.
 - (5) Signs shall comply with the requirements provided in Article VI of this chapter.

**CITY OF MILFORD
NOTICE OF PUBLIC HEARING**

Planning Commission Hearing: Tuesday, July 20, 2021 @ 7:00 PM

City Council Hearing: Monday, July 26, 2021 @ 7:00 PM

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) and time(s) so indicated:

ORDINANCE 2021-14

10 Front Street LLC

0.089 +/- acres located along the south side of NW Front Street,
approximately 75 feet west of the N Walnut Street Intersection

Addressed 10 NW Front Street

Application Type: Conditional Use

Comprehensive Plan Designation: Commercial

Zoning District: C-2 (Central Business District)

Present Use: Mixed Use – (2) Commercial Tenant Spaces and (3) Apartments

Proposed Use: Mixed Use – (2) Commercial Tenant Spaces and (5) Apartments

Tax Parcel: MD-16-183.10-04-48.00

WHEREAS, Chapter 230-13(C)(10) states “all dwellings other than single-family with a maximum density of 12 units per acre in conjunction with nonresidential use” may be permitted subject to receiving a conditional use permit by the City Council; and

WHEREAS, Chapter 230-45 states “in any and all zoning districts, multiple permitted uses or mixed use of a property shall be deemed a conditional use subject to special requirements”; and

WHEREAS, Applicant proposes to add two additional residential apartment units to the existing mixed-use building that would include two first floor commercial tenant spaces, two first floor residential apartments, two second floor residential apartments and one third floor residential apartment; and

WHEREAS, the City of Milford Planning Commission will consider the application during their regular meeting on Tuesday, July 20, 2021, at which time interested parties will be permitted to publicly comment on the application so that an informed recommendation can be provided to City Council; and

WHEREAS, Milford City Council will hold a Public Hearing on Monday, July 26, 2021 to allow for additional public comment and further review of the ordinance after which a final determination is expected; and

WHEREAS, the notice as required by Chapter 230, has been published in the Milford Beacon on June 23, 2021, and was provided to property owners within 200 feet of the subject parcel; and

WHEREAS, this ordinance becomes effective ten days following the date of its adoption.

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

Section 1. Upon adoption of this ordinance, 10 Front Street LLC is hereby granted a Conditional Use to allow add two additional residential apartment units to the existing mixed-use building on 0.089 +/- acres at 10 Northwest Front Street currently zoned R-2, in accordance with the application, approved plans and any conditions set forth by City Council.

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

City Council Introduction: Monday, July 12, 2021

Planning Commission Review & Public Hearing: Tuesday, July 20, 2021

City Council Public Hearing: Monday, July 26, 2021

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

Advertised: *Milford Beacon 062321*

**CITY OF MILFORD
NOTICE OF PUBLIC HEARING**

Planning Commission Hearing: Tuesday, July 20, 2021 @ 7:00 PM

City Council Hearing: Monday, July 26, 2021 @ 7:00 PM

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Zoning District: C-2 (Central Business District)

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Proposed Use: Mixed Use – (2) Commercial Tenant Spaces and (5) Apartments

Tax Parcel: MD-16-183.10-04-48.00

WHEREAS, Chapter 230-13(C)(10) states “all dwellings other than single-family with a maximum density of 12 units per acre in conjunction with nonresidential use” may be permitted subject to receiving a conditional use permit by the City Council; and

WHEREAS, Chapter 230-45 states “in any and all zoning districts, multiple permitted uses or mixed use of a property shall be deemed a conditional use subject to special requirements”; and

WHEREAS, Applicant proposes to add two additional residential apartment units to the existing mixed-use building that would include two first floor commercial tenant spaces, two first floor residential apartments, two second floor residential apartments and one third floor residential apartment; and

WHEREAS, the City of Milford Planning Commission will consider the application during their regular meeting on Tuesday, July 20, 2021, at which time interested parties will be permitted to publicly comment on the application so that an informed recommendation can be provided to City Council; and

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

Advertised: *Milford Beacon 062321*

----- Forwarded message -----

From: Bryan Shupe <shupe9@gmail.com>
Date: Mon, Apr 26, 2021, 9:00 PM
Subject:
To: Jamison, Alexis F (LegHall) <Alexis.F.Jamison@delaware.gov>

Here the attachments for Carlisle bond requests

----- Forwarded message -----

From: Bryan Shupe <shupe9@gmail.com>
Date: Sat, Jul 17, 2021 at 6:52 AM
Subject: Fwd:
To: Lester Guyer <lesterguyer@carlisle42.com>

Lester,

Attached are the bond requests you sent to me. Please send these to City Manager Mark Whitfield with an attached note stating to please use Carlisle Enhancement Funds.

Bryan Shupe

From: Lester Guyer <lesterguyer@carlisle42.com>
Sent: Monday, July 19, 2021 6:53 AM
To: Tor Hazzard <torhazzard@carlisle42.com>; Whitfield, Mark <mwhitfield@milford-de.gov>; Bryan Shupe <shupe9@gmail.com>
Subject: Fwd:

Good Morning Mark.

Here are the price sheets Bryan Shupe has advised us that you and he talked about. Please advise when the funds come in and the check will be sent should you have any questions Please contact me at 302-448-1904
thank you for all your help
Lester Guyer

From: Whitfield, Mark <mwhitfield@milford-de.gov>
Sent: Monday, July 19, 2021 7:53 AM
To: Hudson, Terri <thudson@milford-de.gov>

Funds are to come from the Carlisle Enhancement Fund, which will be reimbursed by money from the bond bill (via Shupe).

Pinnacle Concrete Coatings, LLC
 202 Windsor Dr. Unit G2
 Salisbury, MD 21801
 443-978-8269
 Fax 410-546-3152
 ILoveMyConcrete.com



MHIC # 79606-01
DE 2017604949

Job proposal respectfully submitted to:

Joe Morris 615 N. W. Front Street Milford DE 19963	(302)258-7036 office@pinnacleconcretecoatings.com	Consultant: Frank Melson Phone: 443-235-8655
Billing Address if different		same

Price Quote Includes:

Price Quote Includes:
1. Profile existing concrete
2. Repair chips and cracks
3. Apply Polyurea Primer/Basecoat
4. Apply Evolution Chip Blend
5. Apply Polyaspartic Top Coat

Other

Evolution Chip System Smoke

Additional Details

This is not the final bid it does not contain line's and want to do final check to see that everything is required by the fd. This is to provide a guide for budgeting.

initials _____

MSRP	\$58,938.00
Emergency Responder Discount	\$2,946.90
15% Off Promotion	\$8,840.70
TOTAL SAVINGS	\$11,787.60
Project Total	\$47,150.40
DEPOSIT	\$14,145.00
BALANCE	\$33,005.40

We propose hereby to furnish materials and labor - complete in accordance with above specifications, for the sum of:

This space intentionally left blank



940 N.E. Front Street
 Milford, DE 19963
 Ph.: (302) 422-7814
 FAX: (302) 422-8590

PROPOSAL

To: Carlisle Fire Company
615 NW Front St
Milford, DE 19963

DATE: April 20, 2021

JOB: Same location

Description:	
Add storage area, approximately 700 sq ft	\$50,000.00
Add:	
Sprinkler	\$10,000.00
Drawings	\$3,500.00
Permit	\$2,500.00
Note: This is a budget proposal- Drawings need to be completed for final cost.	
TOTAL	\$66,000.00

WE AGREE hereby to the above work to be completed at the above price.

Authorized Signature:	DATE:
ACCEPTED-The above prices and specifications of this Proposal are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified.	Signature:
	Signature:
	Date of Acceptance:

"Quality & Comfort you can Come Home to."

June 9, 2021

City of Milford
Department of Planning and Zoning
201 S. Walnut Street
Milford, DE 19963

ATTN: Rob Pierce
Planning and Economic Activities Coordinator

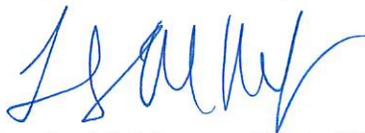
RE: **Cypress Hall Residential
Preliminary Plan Approval & PUD / Subdivision Extension Request**
Tax Map #: 1-30-3.00-658.00
DBF #1423A004.A01

Mr. Pierce,

On behalf of the Owner, Shawnee Farm, LLC, we hereby request an extension of the Preliminary Plan approval granted by the Planning Commission on July 21, 2020 and the PUD / Preliminary Major Subdivision on August 20, 2021. During the pandemic the Developer continued negotiations with Ryan Homes over the purchase of the Townhouses and completed a new market study regarding the apartments. The market study determined that the product mix shown on our plans needed to be revised based on the new study. In addition, they entered into a contract with us to move forward with the single-family portion of the PUD. For the reasons above, we were not able to finish obtaining City Engineer approval for the Apartment.

We respectfully request to be placed on the next available City of Milford Planning and Zoning Commission Agenda for a one year extension of the Preliminary Major Subdivision and PUD. If you have any questions or require additional information, please do not hesitate to contact me at (302) 424-1441 or via email at tmm@dbfinc.com.

Sincerely,
Davis, Bowen & Friedel, Inc.



Timothy M. Metzner, RLA, LEED AP ND
Associate

P:\Cypress Hall\1423A004 - Cypress Hall Residential Phase 1 Re-Approval\Documents\2021-06-09 Prel & PUD Extension Request\Cover.docx

cc: Bill Krapf, Shawnee Farm, LLC

City of Milford



TAX WARRANT FY22

Greetings:

The Charter of the City of Milford provides the following:

“Article VII, Section 7.12: Attached to said tax list shall be a warrant, under the Seal of the City of Milford, Signed by the Mayor and Attested to by the City Clerk, commanding the City Manager to make collection of Taxes as stated in the Tax Lists.”

THEREFORE, YOU, THE CITY MANAGER, DULY APPOINTED BY THE COUNCIL OF THE CITY OF MILFORD, ARE HEREBY COMMANDED TO COLLECT THE TAXES AS LEVIED IN THE FOUR WARDS, AS FOLLOWS:

Property Assessment Values Per Billing Register	\$ 1,332,451,252
Exemptions	[\$ 371,437,300]
Total Assessed Values	\$ 961,013,952
Tax Rate	x \$0.0048275
Estimated Tax Collection	\$ 4,639,294
Senior Citizen Discount	[\$ 31,861]
TOTAL TAX COLLECTION (Fiscal Year 2021-2022)	\$ 4,607,433

Tax Due Date: September 30, 2021

Adopted this 26th day of July 2021.

Mayor Arthur J. Campbell

Attest:

City Clerk Teresa K. Hudson

PUBLIC WORKS FACILITY
180 Vickers Drive
Milford, DE 19963
www.cityofmilford.com



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

TO: Mayor and City Council

FROM: Rob Pierce, Planning & Development Director

DATE: July 26, 2021

RE: RFQ - Commercial Real Estate Sales and Marketing Services

In 2018, the City solicited proposals from qualified commercial real estate companies for commercial real estate sales and marketing services for City-owned property, primarily within the Greater Milford Business Complex and Independence Commons office park. The City received one proposal in response to the request from R&R Commercial Realty and entered into an initial one-year contract for real estate services. The initial contract was renewed again in 2019 and 2020 for a one-year terms for which the latest expired on July 7, 2021.

Enclosed is a draft contract renewal for another one-year period for City Council review.

Over the past 12 months, the City has entered into sales agreements on three lots, totaling over \$660,000 in anticipated sales.

Staff recommends City Council authorize the Mayor to sign a contract extension for one-year for real estate sales and marketing services with R&R Realty.

R & R COMMERCIAL REALTY
46 S. State Street, Dover, DE 19901
(302) 674-3400 fax: (302) 674-8479

LISTING AGREEMENT
EXCLUSIVE AND SOLE RIGHT TO SELL

EXCLUSIVE RIGHT TO SELL. In consideration of the acceptance by the undersigned licensed Delaware real estate broker (hereinafter "Broker") of the terms of this Contract and Broker's promise to endeavor to effect a sale of the property described below (hereinafter "Property"), I or we, as owner(s) (hereinafter "Seller") employ and grant Broker the exclusive and irrevocable right commencing on 7/8/2020, and expiring at midnight on 7/7/2021 to sell the Property described herein.

PROPERTY. For purposes of this Contract, the "Property" means the real property in Kent or Sussex County, Delaware described below plus all fixtures and improvements thereon and all appurtenances incident thereto.

DESCRIPTION. All that certain property located at Independence Commons Professional Park and Greater Milford Business Complex, Milford, DE more particularly described below:

Independence Commons Professional Park:

Lot 4 consisting of 11.52 +/- acres with a listing price of \$460,000 and
Lot 5 consisting of 1.00 +/- acres with a listing price of \$100,000
Lot 7 consisting of 1.01 +/- acres with a listing price of \$100,000
Lot 8 consisting of 1.00 +/- acres with a listing price of \$100,000
Lot 9 consisting of 1.00 +/- acres with a listing price of \$100,000
Lot 10 consisting of 1.00 +/- acres with a listing price of \$100,000
Lot 11 consisting of 1.00 +/- acres with a listing price of \$100,000
Lot 16 consisting of 3.00 +/- acres with a listing price of \$270,000
Lot 18 consisting of 1.69 +/- acres with a listing price of \$100,000

Greater Milford Business Complex:

Lot D4 consisting of 1.40 +/- acres with a listing price of \$125,000

Additional properties may be included during the term of this agreement by mutual consent of both parties and at an agreed upon price.

PRICE. The listing price shall be as listed above for each individual lot or such other price as may be accepted or authorized by the Seller during the term of this Listing Agreement, or any extension thereof.

COMPENSATION TO BROKER. If Broker produces a ready, willing and able Buyer in accordance with this Contract, or if a sale of the Property is made by Seller through any other agent, or otherwise, during the term of this exclusive listing, for services rendered, Seller agrees to pay Broker a cash commission of Six (6%) percent of the gross consideration for which the Property is sold. In the event that the property is sold by R&R Commercial Realty Inc, commissions shall be reduced to Five (5%) percent of the gross consideration for which the Property is sold.

If within six (6) months after the expiration of this Contract, or any extension thereof, a lease is made by Lessor to any person, anyone, or company, with whom the Broker or undersigned had negotiated during the listing term, then the said commission shall be due and payable to Broker.

Seller agrees not to execute any other listing agreement with any other brokerage during the term of this Listing Agreement. This Contract can be modified only by writing signed by both Broker and Seller.

MARKETING, PROMOTION AND SIGNAGE. Exclusive and unrestricted privilege is hereby granted Broker to place Broker's sign (s) on the Property advertising the Property for sale.

The Broker agrees to market and promote Seller's properties on websites, listing services, social media and to utilize other media and advertising that the Seller and Broker agree are necessary. The Broker agrees to pay for any and all marketing, promoting and advertising that the Seller authorizes. The undersigned understands that he/she is responsible for any and all marketing expenses incurred by Broker during the listing term if this Listing Agreement is canceled for cause within the first one hundred eighty (180) days of the said listing term, unless cancellation for cause is due to inadequate marketing and promotion.

MLS. The Seller authorizes Broker to submit the Property to any multiple listing service in which Broker is a participant, and to accept the cooperation of other brokers to show the Property to prospective Buyers.

ROLE OF BROKER. Seller acknowledges that Broker is not responsible for the custody or condition of the Property or for its management, maintenance, upkeep, or repair.

Broker agrees to submit any and all written offers by prospective Buyers to the Seller. Broker is under no obligation to submit verbal offers. Broker shall not be required to submit written offers once Seller has accepted and executed a bona fide Agreement of Sale.

COOPERATION BY SELLER. Seller agrees to make available to Broker and prospective Buyers all data, records and documents pertaining to the Property. Seller agrees to comply with all applicable federal, state, county, or municipal fair housing and civil rights legislation in the sale of the Property and further agrees specifically not to discriminate against any person because of race, color, creed, sex, religion, age, marital status, national origin, or handicap.

The Seller hereby covenants that he/she has disclosed any and all defects of any part of the Property to Broker and has made no deliberate misrepresentations as to the condition of any part of the Property.

INDEMNIFICATION. Seller agrees to indemnify and hold Broker, all Boards of Realtors, and all other cooperating brokers harmless against any and all claims, liability, damage or loss arising from any misrepresentation or breach of warranty by Seller in this Contract, any incorrect information supplied by Seller and any facts concerning the Property not disclosed by Seller, including without limitation, any facts known to Seller relating to adverse conditions or latent defects.

The undersigned hereby covenants that he/she is empowered to execute this Contract binding the Seller to the terms of this Listing Contract. Further, the undersigned hereby covenants that he/she is empowered to execute a Lease Agreement for the Property binding the Seller to the ultimate terms of a Lease Agreement. In the event any changes are made by Seller to the individuals empowered by Seller to execute an Agreement of Sale binding the Seller to the terms of a Lease Agreement, Seller agrees to notify Broker in writing of said change.

Signed, sealed and delivered in the presence of:

R & R COMMERCIAL REALTY, INC

Attest

By: Charles C. Rodriguez, Broker

Sworn to and subscribed before me this ____ day of _____, 2020.

Notary Public

Date Commission Expires

City of Milford

Attest/City Clerk

By: Mayor Arthur L. Campbell

Sworn to and subscribed before me this ____ day of _____, 2020.

Notary Public

Date Commission Expires



Date: July 22, 2021

To: Mayor and City Council

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

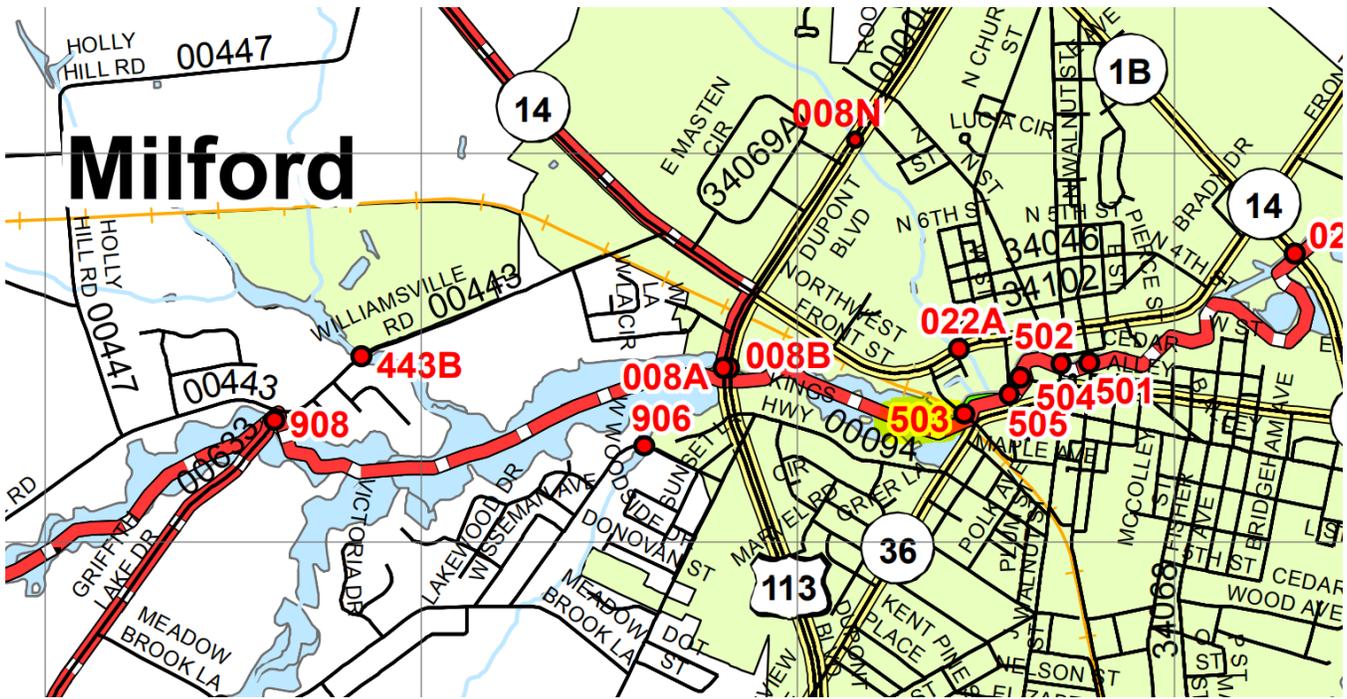
From: James Puddicombe, City Engineer

Re: Request for Bridge Replacement Design Funding

Pennoni performed bridge inspections on two City owned bridges marked in the State inventory as bridges 2-503 and 2-504 located on Maple Avenue and South West Front Street respectively and as indicated on the attached map. Bridge 2-503 was noted as deficient due to underwater issues with the abutments, though there is currently no weight restriction on this bridge. On October 6, 2020 the City Engineer requested the bridge be placed in the queue with DelDOT for design under the Bridge Preservation Program. On July 9, 2021 DelDOT informed the City that the bridge is approaching the design phase and that the City will now need to enter into an agreement and pay a fee for the City portion of the design. The expected fee for design is \$14,000 and the design work is anticipated to occur between December 2021 and March 2024 with construction to occur in the fall of 2024. This bridge replacement is listed in the Capital Improvements Plan for 2025. Entering into the attached agreement with DelDOT will allow DelDOT to perform the design and construction work necessary to complete the required bridge repairs. The total costs for design and construction are anticipated to be \$70,000 and \$1,600,000 respectively, with the City required to pay \$14,000 for the design and \$320,000 for the construction of the Maple Street Bridge. This agreement equates to a cost share with DelDOT paying for 80% of the design and construction costs.

Recommendation:

Staff recommends that council approve the DelDOT agreement and the \$14,000 for design and \$320,000 for construction with the funds coming from _____.



DelDOT Bridge Atlas, Page 29

City of Millford
 Capital Improvement Plan FY21-25
 1st Draft 4/9/2020

Department	Project	Dept Priority	Potential Funding Source	FY19-20 Approved	2021	2022	2023	2024	2025
GENERAL FUND									
Streets	Equipment								
Streets	Replace Highland Salt Spreader	Essential	General Fund				\$ 12,000		
Streets	Replace Highland Salt Spreader	Essential	General Fund				\$ 12,000		
Streets	Replace S-6 John Deere Backhoe	Essential	General Fund				\$ 105,000		
	Total Equipment			\$ -	\$ -	\$ -	\$ 24,000	\$ 105,000	\$ -
Streets	Infrastructure								
Streets	Financing for Private Sidewalk Improvements	Essential	General Fund Reserves	140,000	140,000	140,000	140,000	140,000	140,000
	Total Infrastructure			140,000	140,000	140,000	140,000	140,000	140,000
	TOTAL STREETS			140,000	140,000	140,000	164,000	105,000	140,000
Streets	PROJECTS/INFORMATIONAL								
Streets	Portion approved move above	Essential	RTT (Page 39) & MSA	1,597,000	840,000	840,000	840,000	840,000	840,000
Streets	Installation of ADA Compliant Ramps	Essential	Mun. Street Aid (Page 35)	283,000	100,000	100,000	100,000	100,000	100,000
Streets	Walnut Street Pedestrian Crossing (Landscaping)	Desirable	General Fund/Grant AARP (30K-35K)	10,000	250,000				
Streets	Fourth Street Flooding Infrastructure Repairs	Deferrable	General Fund		500,000				
Streets	NE Front Street Streetscape (TAP Project)	Essential	Economic Development Fund		350,000				
Streets	NW Front Street Streetscape (TAP Project)	Desirable	Economic Development Fund					300,000	
Streets	N. Washington Street Streetscape	Desirable	General Fund				200,000		300,000
Streets	SW Front Street Bridge Replacement	Essential	General Fund/CTF-Federal Bridge Grant				1,500,000		
Streets	Park Avenue/Denny Row Streetscape	Desirable	General Fund					300,000	
Streets	SW Front Street Streetscape	Desirable	General Fund					300,000	
Streets	Franklin Street Streetscape	Desirable	General Fund					100,000	
Streets	Maple Street Bridge Replacement	Essential	General Fund/Fed Bridge Program	1,890,000	1,540,000	1,440,000	2,640,000	1,050,000	3,300,000
	STREETS INFORMATIONAL			1,890,000	1,540,000	1,440,000	2,640,000	1,050,000	3,300,000
Parking	PROJECTS/INFORMATIONAL								
Parking	N. Walnut Street/NE Front Street Parking Lot Enhancements	Desirable	Economic Development		140,000				
Parking	Park Avenue Parking Lot Enhancements	Desirable	Economic Development				60,000		
Parking	SW Front Street Parking Lot Enhancements	Desirable	Economic Development				60,000		
	PARKING INFORMATIONAL				140,000		60,000		115,000
City Hall	Building								
Parking	City Hall Parking Lot Enhancements	Desirable	OM&M or General Fund Capital		30,000				
Facilities	Council Chambers Recording System Upgrade	Essential	General Fund Reserves						
Facilities	Monitors in Council Chambers	Desirable	General Fund Reserves						
Facilities	City Hall Video Monitoring System Replacement	Essential	General Fund Reserves		215,295				
Facilities	Basement Fit-Out	Essential	General Fund Reserves		75,800				
	Total Building			134,775	248,295				
	TOTAL CITY HALL			134,775	248,295				
Information Technology	Equipment								
Information Technology	Agenda Packet Viewing Software	Desirable	General Fund Reserves	5,000					
Information Technology	ERP Study, Replace Naviline Software System	Essential	General Fund		75,000	500,000			
Information Technology	Server Refresh (3 @ 9,000) & Cisco Backbone Spare (3,000)	Essential	General Fund		30,000		30,000		
Information Technology	Server Refresh (3 @ 9,000) & Cisco Backbone Spare (3,000)	Essential	General Fund			30,000			
Information Technology	Server Refresh (3 @ 9,000) & Cisco Backbone Spare (3,000)	Essential	General Fund					49,000	49,000
Information Technology	Server Refresh (3 @ 9,000) & Firewall Boxes (4 @ 5,500)	Essential	General Fund						49,000
	Total Equipment			5,000	105,000	530,000	30,000	49,000	49,000
Information Technology	Vehicles								
Information Technology	Replace 2006 Dodge Stratus (M-2)	Essential	General Fund		32,000				
	Total Vehicles				32,000				
	TOTAL INFORMATION TECHNOLOGY			5,000	137,000	530,000	30,000	49,000	49,000

MEMORANDUM OF AGREEMENT
BETWEEN THE
CITY OF MILFORD
AND
DELAWARE DEPARTMENT OF TRANSPORTATION

This agreement (hereinafter, the “Agreement”), made and entered into this _____ day of _____, 2021, by and between the City of Milford, hereinafter the “City”, and the State of Delaware, Department of Transportation, hereinafter “DelDOT”.

RECITALS

WHEREAS, the City owns and maintains Bridge 2-503 located on Maple Avenue at the crossing of Mispillion River in Milford, Delaware; and

WHEREAS, Bridge 2-503 is in Poor condition and is in need of replacement; and

WHEREAS, Bridge 2-503 is eligible for federal funding according to 23 USC 133; and

WHEREAS, DelDOT has standard processes for designing and administering capital transportation projects;

WHEREAS, it is in the best interest of the travelling public within the State of Delaware to maintain bridges in a state of good repair, regardless of ownership; and

WHEREAS, the City intends by this Agreement to give such municipal consent, approval, and waiver as may be required by law, pursuant to Title 17, Section §134 of the Delaware Code, as amended, for the construction, reconstruction, and improvements by DelDOT of the above mentioned **Project**.

NOW THEREFORE, the City and DelDOT for and in consideration of the mutual promises and benefits agrees, covenants, and promises with each other as follows:

- 1) DelDOT will administer contract T202107204 to design and construct the replacement of Bridge 2-503 (the “**Project**”) including obtaining all background information, performing survey, obtaining necessary permits, acquiring right-of-way, performing construction inspection, and administering the construction contract.
- 2) The City grants DelDOT any and all such power, authority and jurisdiction over, in connection with or with respect to the **Project**, as may be necessary in the opinion of DelDOT to perform the improvements under contract T202107204 within the City limits as required by 17 Del Code §134.
- 3) The City grants DelDOT access to all City-owned properties within the **Project** limits that are needed for construction access, stockpiling, and staging at no cost. DelDOT will return all disturbed areas to their pre-disturbed condition.

- 4) The City will transfer \$14,000.00 to DelDOT within 30 days of execution of this agreement, which will cover the City's portion equal to 20% of the estimated cost of \$70,000.00 for the design and right-of-way phases. Upon completion of design and prior to advertising the construction contract, the City will transfer their portion equal to 20% of the estimated construction and construction related costs currently estimated at \$320,000.00 for the match (\$1,600,000.00 total). Within 90 days of final acceptance of the **Project**, DelDOT will invoice the City for their portion of the outstanding balance. Likewise, if the **Project** costs total less than the original estimates, DelDOT will reimburse the City their portion of the difference within 90 days of final acceptance.
- 5) The funds associated with this agreement will only be applied to the noted **Project**. The City may audit **Project** expenditures at any time throughout the **Project**.
- 6) If the City decides at any point during design or construction to stop the **Project**, the City will be responsible for 100% of the total **Project** expenditures, including the agreed upon Federal Highway funds being provided by DelDOT.
- 7) DelDOT will provide to the City contract documents and an updated estimate at milestones during the design phase for review and comment. Additionally, DelDOT will consult with the City during construction on all change orders prior to approval. The intent of these reviews is to provide the City with the opportunity to monitor and control costs of the **Project** during design and construction.
- 8) Immediately upon final acceptance of the **Project**, the City will maintain ownership and maintenance responsibility of the **Project** limits.
- 9) In accordance with 17 Del Code §143 as amended, DelDOT agrees to make or reimburse necessary and appropriate alterations and/or relocation of City owned public utilities as part of the contract. Any betterment to said City owned public utilities shall be made at the sole cost and expense of the City. Betterment is defined in this Agreement as any upgrading or improvement to City owned public utilities made for the benefit of and/or at election of the City which is not due to the alteration and/or relocation of City owned public utilities necessitated by the **Project**.
- 10) The City will not enact or enforce an ordinance regulation or rule, which may affect or apply to all or any part of the **Project** and/or **Project** area, which the DelDOT deems, will adversely affect the traffic and parking control for the **Project** and/or **Project** area. The City hereby agrees to comply with Title 17, Section 147 and with Title 21, Chapter 41 of the Delaware Code, as amended, and with all requirements of law and any rules or regulations promulgated from time to time by DelDOT. The City agrees specifically to comply with all State laws, rules and/or regulations concerning traffic and parking control in, along, and/or over the streets, roads and/or highways within the **Project** area and particularly shall meet all requirements as found in the then existing "Delaware Manual on Uniform Traffic Control Devices for Streets and Highways" and any supplements and/or amendments thereto. For planned special events that have either a direct or indirect impact to the transportation system either through full roadway or lane closures or impacts to the normal traffic flow created by the crowds attracted to the special event through or around the **Project** area, the City agrees to comply with the

above requirements and to consult with the DelDOT ninety (90) days prior to approving the special event within the **Project** area. All temporary traffic control for special events shall comply with the requirements of the then existing "Delaware Manual on Uniform Traffic Control Devices for Streets and Highways." Responsibility for providing and erecting necessary permanent traffic control devices, including traffic signal devices, shall be included in the **Project**. Ownership and maintenance responsibilities and the replacement cost of all traffic control devices/signage after the **Project** is complete and accepted are the sole responsibility of the City.

- 11) DelDOT agrees to include in the specifications for construction of the **Project** the requirement that DelDOT's contractor shall indemnify and save harmless the City, in addition to DelDOT, from all suits, actions, or claims pursuant to the State of Delaware, Department of Transportation, Standard Specifications for Road and Bridge Construction dated August 2020, as amended, which are hereby incorporated herein. The City agrees to indemnify and save harmless DelDOT consistent with the aforesaid Standard Specifications, which are expressly incorporated and made part hereof, or to include in its specifications for any work within the **Project** area the same requirement for indemnifying and saving harmless DelDOT. In addition, the City agrees to protect and save harmless DelDOT from any claims or liability arising from questions of title, privilege or authority to use the present, or proposed rights of way for the **Project** to the exclusion of rights of way specifically acquired by DelDOT from the owners of land other than the City.
- 12) For all transactions by and between the parties under this Agreement, time is of the essence.
- 13) This Agreement contains the entire agreement and supersedes all previous agreements and understandings whether written or oral. No modification may be made unless in writing and will not be valid and binding unless and until signed by the parties hereto.
- 14) Any written notice under this agreement will be directed to:

For the City

ATTN: City Engineer
City of Milford
180 Vickers Drive
Milford, DE 19963

For DelDOT

Mr. Jason Hastings, Chief of Bridges and Structures
Division of Transportation Solutions
P.O. Box 778
Dover, DE 19903

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written above. I have read, understand, and agree to all the terms of this Agreement.

FOR THE CITY OF MILFORD

Recommended:

_____ By: _____
Witness James Puddicombe, City Engineer

Approved:

_____ By: _____
Witness Arthur J. Campbell, Mayor

FOR THE DEPARTMENT OF TRANSPORTATION

Recommended:

_____ By: _____
Witness Shanté Hastings, Chief Engineer

Approved:

_____ By: _____
Witness Nicole Majeski, Secretary

APPROVED AS TO FORM

George T. Lees III

Deputy Attorney general



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



400 NE Front Street
Milford Delaware 19963
302.422.8081 Fax 302.424.2330

DATE: July 21, 2021
TO: Mayor and City Council
FROM: Chief Kenneth L. Brown
RE: Recommendation for Behavioral Health Unit Full-Time Position

I am proposing that the City of Milford change the current Behavioral Health Program (BHP) to include a full-time position. I am also proposing to hire the current part-time Mental Health Clinician to fill this full-time clinician position and recommend a starting salary of \$85,000 with full benefits. The City has received funds from the American Rescue Plan Act of 2021 (ARPA) and we believe funding for this program falls within the ARPA guidelines.

I am also proposing the City allocate an additional \$50,000 of ARPA funds annually to pay for additional part-time clinician positions.

While our understanding of the ARPA guidelines is consistent with the presentation prepared by the Finance Department for the July 12, 2021 Council Workshop, which indicated that our planned BHP qualifies for ARPA funding under the ARPA Public Health and Negative Economic Impacts criteria, 100% funding for this initiative is not necessarily guaranteed. Additional guidance released by the US Treasury to address questions from recipients and stakeholders to clarify specific eligibility details was released on July 14, 2021, two days after the workshop. The Police and Finance Departments are working together to sort through the implications of the evolving guidelines and will solicit professional assistance through the Office of the State Treasurer as necessary. In the meantime, I recommend that Council approve the BHP as requested with the understanding that a minority of the Program's activities – specifically, those that do not address pandemic-related behavioral health issues – may not be eligible for ARPA funding after all. We maintain the expectation that the vast majority of the funding will ultimately prove ARPA-eligible, and that any minority unsupported by ARPA funding will be met with existing FY22 Police Department personnel budget funding.

KLB/vrk



The governing body has recessed to Executive Session. The regular meeting will resume shortly.

CITY COUNCIL MEETING



Executive Session
has concluded.
Council has returned to
Open Session