



Milford City Hall Council Chambers 201 South Walnut Street Milford DE 19963

## CITY COUNCIL AGENDA November 25, 2024

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

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

*or*

<http://www.cityofmilford.com/553/Watch-Public-Meetings>

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

*Call 301 715 8592 Webinar ID: 948 7712 1629*

**6:00 PM**

### **15-Minute Public Comment Period\***

All interested parties are invited to speak during the public comment portion of the Meeting. Discussion of those items appearing on the agenda as a public hearing is prohibited during the Public Comment Period, as an opportunity will be provided at the time it is being considered. Virtual attendees must register prior to start time of the meeting by calling 302-422-1111 Extension 1142 or 1303, or by sending an email to [cityclerk@milford-de.gov](mailto:cityclerk@milford-de.gov) and providing their name, address, phone number, and item name and/or description you wish to comment on. Persons in attendance wishing to speak must sign up prior to the start of the Meeting. Citizen comments are limited to three (3) minutes. Council and Committee Members are prohibited from responding or taking action since this is not an official session; however, items may be considered for placement on a future agenda.

## COUNCIL MEETING

Call to Order – Mayor F. Todd Culotta

Invocation

Pledge of Allegiance

Roll Call

Recognition

Introduction/New City Employees

Public Comments/Final Determination ®

Delaware State Housing Authority/Community Development Block Grant Programs

Levy Court of Kent County & Sussex County Council

Adoption/Resolution 2024-18

Adoption/Resolution 2024-19

Adoption/Resolution 2024-20

Adoption/Resolution 2024-21

Adoption/Resolution 2024-22

Ordinance 2024-12

Application of Oak Forest Park, LLC  
for Conditional Use

4.93 +/- acres of land located along the west  
side of S Rehoboth Boulevard, approximately 300  
feet north of the Kirby Road intersection

Comprehensive Plan Designation: Low Density Residential

Zoning District: C-1 (Community Commercial District)

Present use: Restaurant & Brewery Proposed Use: Restaurant & Brewery with  
Freestanding Electronic Message Center Sign

Tax Parcel: 3-30-11.00-008.00

Communications & Correspondence

Monthly Finance Report

Unfinished Business

New Business

Authorization/Bid Award/MCC Construction.

Authorization/ Bid Award/City Hall Plaza

Authorization/School District Easement

Authorization/Boys & Girls Club Rental Agreement

EXECUTIVE SESSION

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)(9) Personnel matters in which the names, competency and abilities of individual employees or students are discussed

Return to Open Session

Potential Vote- Real Estate

Potential Vote-Personnel

Adjournment

All items on the Council Meeting Agenda are subject to a potential vote.

**ALL SUPPORTING DOCUMENTS MUST BE SUBMITTED TO THE CITY CLERK IN ELECTRONIC FORMAT NO LATER THAN ONE WEEK PRIOR TO MEETING. NO ADDITIONAL DOCUMENTS WILL BE ACCEPTED, DISTRIBUTED, OR PRESENTED AT MEETING ONCE PACKET HAS BEEN POSTED ON THE CITY OF MILFORD WEBSITE. ANY MATERIALS UTILIZED DURING THE MEETING MUST BE INCLUDED IN THE COUNCIL PACKET AND ACCESSIBLE BY AUDIO AND VISUAL MEANS PURSUANT TO 29 Del. Code, Chapter 100, §10006A(c)(5).**

*\*Time Limit is three minutes per speaker, not to exceed a total of fifteen minutes for all speakers prior to start of meeting/workshop.*

*Ⓢ Designated Items only; Public Comment, up to three minutes per person will be accepted.*



**State of Delaware:**

**County of Kent:**

Before me, a Notary Public, for the County and State aforesaid. Tonda L. Parks, known to me to be such, who being sworn according to law deposed and says that she is the Associate Publisher of **Daily State News**, a daily newspaper published at Dover, County of Kent, and State of Delaware, and that the notice, a copy of which is hereto attached, as published in the **Daily State News** in its issue(s) of

BaytoBayNews.com: 11/17/2024

Daily State News: 11/17/2024 .



Tonda L. Parks  
 Associate Publisher  
 Independent Newsmedia Inc. USA

Sworn to and subscribed before me this 11/18/2024



Notary Public this date of 11/18/2024

Name	KENT COUNTY DEPT OF PLANNING
Order Number	11505
Ordered By	Paula Rodriguez
Order Date	11/13/2024
Description	November 25 Public Hearing
Number Issues	2
Pub Count	2
Ad Cost	\$66.57
First Issue	11/17/2024
Last Issue	11/17/2024
Publications	BaytoBayNews.com, Daily State News
Pub Dates	BaytoBayNews.com: 11/17/2024 Daily State News: 11/17/2024

**PUBLIC HEARING**

The **City of Milford, Delaware**, in cooperation with the Sussex County Council, the Levy Court of Kent County, Delaware, and the Delaware State Housing Authority (DSHA), will hold a public hearing on **Monday, November 25, 2024, at 6:00 p.m. at the City Hall, 201 South Walnut St., Milford, Delaware** for the purpose of providing any interested citizens the opportunity to comment on the municipality's application for funds under the Delaware Community Development Block Grant (CDBG) Program. In accordance with the Section 106 Review Process established by the National Historic Preservation Act of 1966, as amended, comments are especially encouraged from interested agencies and individuals with respect to undertakings that may affect historic properties of significance to such agencies and individuals.

This Federally funded program will provide grants amounting to \$2,000,000. (funding level subject to change), to support Community Development Activities in eligible local governments in Kent and Sussex Counties. The public hearing will also include a status report for Milford's FY-24 projects.

For further information on this hearing, please contact Sussex County Department of Community Development at 855-7777 or the Kent County Department of Planning at 744-2480.

Sussex County promotes equal housing opportunity.  
 11505 DSN 11/17/2024

**DELAWARE STATE HOUSING AUTHORITY (DSHA)  
FY2024 DELAWARE CDBG APPLICATION FORM**

I. General Application Information

A. Name, address, phone number, UEI number, and EIN number of Applicant:

Kent County Levy Court	
555 Bay Road Dover, DE 19901	
302-744-2480	
UEI - H3FVKV1KDVW5	EIN 51-6000145

B. Name, position and signature of Person Submitting Application:

Terry L. Pepper
President, Kent County Levy Court
Signature and Date:

C. Application on behalf of: (Name, address, UEI number, and EIN number)

City of Milford P.O .Box 159 Milford, DE 19963 UEI 0968423640000 EIN 51-6000177
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Name, position, and e-mail address of authorizing official:

F. Todd Culotta	Mayor, City of Milford
Signature and Date:	

D. For "On Behalf of" applications, written documentation authorizing each "on behalf of" application request must be attached as Exhibit 1. If information contained in a county's application for its unincorporated areas is to be repeated in the body of the "on behalf of" applications, e.g. administrative budget, management capacity, etc., then these sections contained in the "on behalf of" applications may simply reference the appropriate section in the county's application.

E. Name, address and phone number of Contact Person (if different from B above):

Sarah Keifer, AICP Kent County Department of Planning Services 555 Bay Road Dover, DE 19901 302-744-2480
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F. Summary of Request:  
(Attach cost breakdown for each activity requested on page two. Activities must be in order of priority).

Total Units/Low-Moderate Income Units Served: 4/4  
 Total CDBG Program Funds Requested: \$80,000.00  
 Total Cash Matching Funds: \$ -0-  
 Total In-Kind Match Value: \$ -0-  
 Total Program Cost (if different from amount requested) \$ -0-

Activity: Housing Rehabilitation Amount Requested: \$80,000.00  
 Total/L-M Units Served: 4/4 Cash Matching Funds: \$ -0-  
 CDBG Cost/Unit: \$20,000.00 In-Kind Value: \$ -0-  
 Total Activity Cost (if different from amount requested): \$ same as above  
 Census Tract Number(s) (L-M Area Benefit activities): 425 / 432.02 / 434  
 Outcome Statement: Four (4) LMI households will receive comprehensive repair to provide them with decent, affordable housing for the purpose of sustained housing affordability.

II. Low/Moderate-Income Benefit:

LOW/MODERATE-INCOME BENEFIT TABLE – INSTRUCTIONS

The amount of benefit to low- and moderate-income persons must be calculated for each activity, as described below:

1. In column 1, list the activity.
2. In column 2, show the total number of persons that the activity will serve.
3. In column 3, show the number of low- and moderate-income persons that the activity will serve.
4. In column 4, divide column 3 by column 2 to show the percent of low- and moderate-income persons that the activity will serve.
5. In column 5, show the amount of funds requested for the activity.
6. In column 6, multiply column 4 by column 5 to show the amount of those funds that will be used to benefit low- and moderate-income persons.
7. List the source of data used to calculate benefit in the space provided at the bottom of this page. If a local survey was conducted, briefly summarize the survey method used and attach a copy of the survey instrument. (DSHA should be contacted before the survey is conducted to assure that the acceptable survey methodology is being used, or that prior surveys are still valid.)

LOW/MODERATE-INCOME BENEFIT TABLE

1. Activity	2. Total Persons Activity Will Serve	3. L/M Persons Activity Will Serve	4. % L/M Persons Activity Will Serve	5. Amount Requested For Activity	6. Amount L/M Benefit
Housing Rehabilitation	11	11	100%	\$80,000.00	\$80,000.00

Source of Data:

III. Management Capacity

- A. List the person(s) to be responsible for administering the CDBG Program, and title(s):

<u>CDBG Personnel</u>	<u>Title(s)</u>
<b>SEE KENT COUNTY APPLICATION FOR THIS INFORMATION</b>	

- B. Attach resumes or other supporting documentation for the personnel of new applications and new CDBG Program managers, which establishes the capacity of the personnel above to effectively manage a CDBG Program. Attach the salaries of all program administration personnel to be funded through CDBG funds. **ON FILE DSHA.**
- C. If the applicant proposes to contract out any portion of its administration, a copy of the proposed subcontract **must be** attached.
- D. Past performances under the Delaware CDBG Program will be evaluated by DSHA based upon past monitoring reports, audit findings, and timely completion of contracts. No additional documentation is required of the applicant under this section.

IV. Application Work Plan

Each proposed program activity must address each of the following areas. Failure to specifically address any of these elements will make the application incomplete, forcing DSHA to consider the application unresponsive.

- A. Each program activity must be addressed separately. Program activities must be listed in order of priority with the program activity of highest priority first. This order of priority for program activities must be followed on all forms contained in this application.

**Prioritized List of Activities – Target Area Housing Rehabilitation**

- B. Each program activity must be fully described. For rehabilitation programs, this description must include THE NEED FOR THE PROPOSED ACTIVITY, the numbers of units to be rehabilitated, any special population groups the rehabilitation program will address, the target area, the NUMBER OF UNITS NEEDING REHABILITATION ASSISTANCE, THE PERCENTAGE OF UNITS NEEDING ASSISTANCE THAT ARE TO RECEIVE ASSISTANCE, AND THE PROPOSED OUTCOME.

- **THIS ACTIVITY IS DESCRIBED AS** a city-wide owner-occupied housing rehabilitation project
- **THE CITY OF MILFORD HOUSING REHAB TARGET AREA INLCUDES A PORTION OF CNESUS TRACT 425**, an *Area of Minority Concentration*, as outlined in the Program Guidelines Census Tract 425 includes the majority of the City of Milford, east of RT 113, the area where the majority of the rehabs in Milford take place.

This project will provide deferred loans to comprehensively rehabilitate low/moderate income owner- occupied houses. Each house will be brought up to standard condition utilizing all applicable local housing and building codes, energy efficiency standards, life safety and accessibility regulations.

As applicable, the Scope of Work/Specifications for each site will utilize the- City adopted and administered Building and Housing Code; lead-based paint safe housing standards; Energy Star and

energy efficiency/affordability standards; asbestos regulations; handicapped accessibility and life safety standards; Section 106 Historic Regulations and the *Kent County Housing Rehabilitation Performance Manual* for a comprehensive rehabilitation of each site. While each site-inspection produces a unique and different list; a large majority of the needed repairs are large-ticket items. These repairs have been deferred because they are beyond the financial resources of the already cost-burdened home-owners to absorb. The completion of these repairs will provide the household with sustained affordability which will be accomplished through ongoing lower housing operational costs from the installation of energy efficient equipment, windows, insulation, etc. and the elimination of outlays for major housing repairs and systems.

A review of the (4) projects also reveals that (3) of the homes are over (50) years old and may have historic significance. Properties designated as historic will utilize the Secretary of the Interiors *Standards for Rehabilitation*, as applicable. Based on age, it is estimated that (3) of the homes will have to be tested and may contain lead-based paint hazards that must be mitigated. In addition to age and LBP hazards several of the houses may contain asbestos.

Kent County Community Development staff is familiar with or have reviewed several of the proposed sites on the *LIST* and Town representatives have contacted others to make a preliminary eligibility and substandard conditions determination. The lead-based paint hazards, historic mitigation measures and possible asbestos will add to the required scope of work that must be addressed at each individual site.

- **THE NEED OF THE PROPOSED ACTIVITY** of housing rehabilitation in the City of Milford Target Area is to provide individual low/moderate income families with decent housing and sustained affordability through the elimination of substandard living conditions. CDBG funded housing rehabilitation deferred loans are the only option most low/moderate income owner-occupied households have to eliminate their substandard housing conditions and improve their housing affordability.
- **THE NUMBER OF UNITS TO BE REHABILITATED** is (4) homes. All of the homes are owner-occupied, which is the focus on this activity.
- **ANY SPECIAL POPULATION GROUPS THE REHABILITATION PROGRAM WILL ADDRESS**, *United States Census Bureau Quick Facts- 2019: ACS 5-Year Data Profiles: Kent county, Delaware*: average household size (2.63) (see Form 2). According to the 2020 Census (Kent County portion), a summary of the City as follows: population- 11,190 average owner-occupied household size- 2.37; occupied housing units- 5,274; owner-occupied housing units- 3,148, 59.7%; renter-occupied housing units- 2,125, 40.3%; race- white- 68%; black- 24%; [DP01] // households with individuals over 65- 20.1% [Quick Facts]; structures built before 1979 - 54% (provided as a lead-based paint indicator) [DP-04] low/moderate income ratio- 55.28% [HUD LMIPT]. Note- Information in brackets indicates the referenced Census Table.

Based on the census information and the familial make-up of the households requesting assistance, the variety of housing types in the target area and past completed housing rehabilitation projects this activity will eliminate substandard conditions and provide sustained housing affordability for households of different races, ages and compositions. This activity will provide a benefit to an estimated (11) persons, based on *US Census Bureau Quick Facts: 2019*, average household size of (2.63) (see Form 2).

CDBG funded housing rehab deferred loans are the only option most low/moderate income owner-occupied households have to eliminate their substandard housing conditions and improve

the affordability of their homes. Owner-occupied households and landlords wanting to maintain tenant-occupied units are no longer able to utilize the Housing Rehabilitation Loan Program (HRLP) due to the programs suspension; this is further evidence of the need of CDBG supported housing rehabilitation.

- **THE TARGET AREA** includes all homes within the incorporated limits of the City of Milford, see attached Target Area map. This target area includes many different housing types, house sizes and ages, each with its own varied list of repairs. The target area includes: historic properties needing a variety of repairs and newer homes needing the replacement of original equipment. Other Sections provide additional information on the types of housing and repairs needed and the familial make-up of the target area.
- **THE NUMBER OF UNITS NEEDING REHABILITATION ASSISTANCE** as taken from the attached *MILFORD HOUSING REHAB WAITING LIST AND ASSISTANCE LIST*, contains the names and addresses of (4) households that have requested assistance in the target area. This list has been reviewed, purged and updated from the FY2022 application cycle. Individual pictures and a cumulative locator map have been provided for (4) names on the Waiting List.

This list was compiled from families requesting assistance to Milford directly and the *Kent County Housing Rehab Waiting List*. In addition to the households already on the waiting list, the following methods were utilized in compiling this comprehensive waiting list and to assure all residents were made aware of this activity: 1.) word-of-mouth; 2.) efforts from the current Public Hearing conducted for this Application; and, 3.) ongoing outreach efforts by the City staff.

The need of this housing rehabilitation activity is also supported by the scattered locations of households on the Waiting List. Factors that prevent participation often include a family's lack of, or unwillingness to purchase homeowners insurance, unpaid taxes and property ownership issues. Distrust of government programs is also a factor that sometimes prevents participation.

To further establish the needs of this housing rehabilitation activity a *Drive-By Windshield Survey* was conducted by Kent County Community Development staff for this City of Milford Target Area. This Survey produced a housing count of (74) **SUBSTANDARD UNITS**. This number of substandard units by a Drive-By Windshield Survey further documents the need housing rehabilitation activities. A structure was only counted if substandard conditions were readily visible from the street. Conditions causing a substandard listing would include major front facade components such as- deteriorating foundations, siding surface conditions, windows and doors, roofing or other readily visible conditions that would indicate a substandard condition count. This survey did not include non-front facade or interior components. There are likely many other housing units with non-front facade and interior substandard conditions that are not included due to the nature of a Drive-By Windshield Survey count.

- **THE PERCENTAGE OF UNITS NEEDING ASSISTANCE THAT ARE TO RECEIVE ASSISTANCE** will address 50% of the low/moderate income owner-occupied households on the Waiting List and 6% of the Windshield Survey Substandard Housing Count. Through ongoing efforts and the completion of this proposed activity, it is anticipated that additional households needing assistance will become known due to factors such as- word ofmouth, further marketing, changes in ownership and resolving ownership/eligibility issues. Additional homeowners will become aware of substandard conditions and realize that the cost of making repairs exceeds their ability to pay for them.

- **THE PROPOSED OUTCOME** of this activity will produce a 50% reduction of (4) of (10) low/moderate income owner-occupied households on the Waiting List. Further, the proposed outcome of this activity will produce a 6% reduction in the current windshield-survey substandard housing count. It will rehabilitate the homes of (4) low/moderate income owner-occupied households and provide them with decent, safe and sanitary housing with sustained affordability. This will be accomplished through the use of deferred loans to fund the cost of the rehabilitation.

The \$80,000 project cost will benefit (4) homes at a per-unit average cost of \$20,000. A summary list of the substandard conditions that will be addressed at each site would include- structural, exterior surfaces [roofing, siding, windows, doors, foundation, entrance steps], mechanical systems [plumbing, electrical, heating], interior surfaces [walls, floors, ceilings], kitchens, bathrooms, energy efficiency and handicapped accessibility.

A breakdown of the cost is as follows- (4) site-built homes, containing an estimated 11 persons at a total project cost of \$80,000 produces a per person benefit of \$7,273. Projected over the estimated 10 year life of the repairs, \$80,000 benefiting an estimated (11) low and moderate income persons average \$727 per person per year.

- C. For public infrastructure projects, a detailed description of the work to be accomplished, the need for the proposed activity, the target area, the linear footage of what type and size of infrastructure to be provided, the NUMBER OF UNITS NEEDING INFRASTRUCTURE ASSISTANCE, THE PERCENTAGE OF THE UNITS NEEDING ASSISTANCE THAT ARE TO RECEIVE ASSISTANCE, THE PROPOSED OUTCOME, the location of what type and size of land acquisition, the matching funds to be provided, and the population groups to be addressed must be provided.

**Not applicable.**

- D. Provide a timetable showing monthly milestones for completion of each activity. All FY25 Contracts will commence on July 1, 2025, and terminate on June 30, 2027.

TIMETABLE - Housing Rehabilitation

Month:    0    1    2    3    4    5    6    7    8    9    10    11    12

Program Startup and Environmental Review / Update:    ----

Selection of Rehabilitation Recipients:    -----

Property Inspections and Establishment of Scope of Work:    -----

Bids and Rehab of Houses:    -----

Project Closeout:    -----

E. Attach maps indicating target areas.

**See attached Census Map/Milford Rehab Target Area Map**

F. Attach drawings, plans, or other documentation necessary to describe program activities.

1. Housing Rehab Assistance List for list of applicants
2. Housing Assistance Locator Map of houses proposed to receive assistance
3. Pictures of houses proposed to receive assistance
4. See the Kent County Application for the Delaware State Housing Authority Target Area approval letter
5. See the Kent County Application for program personnel, Levy Court Resolutions, Community Development Advisory Committee recommendation and Historic Preservation Programmatic Agreement
6. Program Guidelines, Housing Rehabilitation Performance Manual and Program Income Reuse plan are on file at the Delaware State Housing Authority.
7. Historic District Map

G. Describe each activity's conformance with the goals and objectives of the Delaware Consolidated Plan.

Housing Rehabilitation directly meets and supports the following priorities outlined in the **FY2020- 2024 CONSOLIDATED PLAN and Annual Action Plan for FY2024:**

The **PLAN** indicates that Delaware has a recognizable problem with blight and a deteriorating housing stock (MA-20 Condition of Housing). In total 112,552 (46%) of all homes in Delaware are built before 1980, which is an indicator of the presence of lead-based paint; also, over half of all homes in Delaware are over 30 years old, which is standard life cycle for homes before requiring substantial rehabilitation.

The **PLAN** also indicates that mobile homes comprise a large percentage of housing stock (12.7% of the owner-occupied housing units are manufactured homes-Kent County Housing Fact Sheet), and there are fewer housing options overall for households with incomes < 80% AMI and that the vast majority of families (90%) live in a single-family home or mobile home.

The Delaware Housing Needs Assessment estimated there are 12,788 substandard homeowner units in the state. The **Needs Assessment/ NA-10 Housing Needs Assessment / Summary of Housing Needs** portion of the **CONSOLIDATED PLAN** identifies the most common housing problems. The 3 most common housing problems identified in this section of the **PLAN** are: 1.) Cost burdened; 2.) Overcrowding; and, 3.) Inadequate (housing) conditions. This section indicates that *"Of these, by far the most pervasive problem in Delaware is cost burden, with > 30% of households paying too much for housing" and "27% of households in Delaware are considered severely cost burdened."* More specifically, the Kent County Housing Fact Sheet lists that 11% of owner-occupied households have at least 1 of 4 severe housing problems and 27% are cost-burdened.

The **Housing Needs Summary Table #1 Housing Problems** states that the numbers of households with- 1.) *Housing cost burden greater than 50% of income* total- 22,895 (94% of total households); 2.) *Overcrowded- With 1.01-1.5 people per room* total- 3,475 (90% of total

households); and, 3.) *Substandard Housing- Lacking complete plumbing or kitchen facilities* total- 1,925 (90% of total households). Source: FY20 - FY24 Consolidated Plan.

This Housing Rehabilitation Activity directly supports the PLAN by: a.) improving the housing affordability of cost-burdened and at-risk families; b.) eliminating substandard housing conditions; c.) helping homeowners to maintain their homes; and, d.) ameliorating the impacts of LBP on the occupants, especially those households with children present.

The PLAN lists Homeowner Rehabilitation: Substandard and Emergency Repairs for low-income homeowners to improve the housing stock as a need and goal. This Activity also protects the homeowners' one remaining asset, which is their home.

Whether an owner-occupied unit is classified as a substandard housing unit; an at-risk family living in precarious circumstances or a cost burdened family, the beneficiaries of this activity often fall into several of the listed categories and support the goals and strategies of the **FY2020 - FY2024 CONSOLIDATED PLAN**.

- H. Describe the extent to which the proposed project(s) will result in a measurable concrete reduction of one or more significant problems identified in the Delaware Consolidated Plan.

This housing rehabilitation activity directly results in a MEASURABLE REDUCTION of the number of households listed in the FY2020 Annual Action Plan of the DE Consolidated Plan- AP-20 Annual Goals & Objectives, section #3-Homeowner Rehabilitation which indicates a Goal Outcome Indicator of 400 households rehabilitated.

This activity also reduces the number of households listed in the categories of- a.) Owner-occupied Substandard Housing (1,903 in Kent County); Source: FY20 - FY24 Consolidated Plan. b.) "Cost Burdened" households living under housing challenges; c.) Overcrowding; and d.) Inadequate (housing) Conditions.

Based on the expected beneficiaries, this activity will also directly reduce the PLAN's identified problems of cost-burdened low-income elderly households' population- 25.8% senior population in the City of Milford (18,576 cost-burdened in Delaware). This activity will directly provide this population assistance in the identified areas of deferred repairs. Energy efficiency, improved affordability and handicapped accessible modifications will also allow these elderly households to continue to reside in their home and live independently.

This activity will also directly reduce the PLAN's identified owner-occupied housing unit count with LBP hazards (46%) of statewide housing units built before 1980).

- I. Describe the extent to which the project builds upon previous work or supplements other work that will be funded from other sources.

CDBG funds, leveraged by HOME funds, have allowed the rehabilitation of (88) units in the City of Milford. Fiscal year 2023 funds will continue to build upon that number bringing it to approximately (92) low/moderate income households. It is anticipated that CDBG funds will continue to be leveraged by WAP, Milford Housing Statewide Emergency Repair Program, DELead and the Heating Repair & Replacement program funds.

A number of the owner-occupied housing units throughout the Kent County portion of the City of Milford have been improved, many utilizing CDBG funding. The 4<sup>th</sup> Ward, the area where the majority of CDBG funded housing rehabilitation activities have taken place, has also seen significant improvements in recent several years. Several new homes have been built on in-fill building lots [some were the site of previous CDBG funded demolitions]. The 4<sup>th</sup> Ward has seen street paving; drainage and sidewalk improvements take place through the use of CDBG.

Each of these projects benefited low/moderate income persons and is viewed as part of the goal to holistically address the housing and community development needs of the town and are evidence of Milford's strong commitment to address all community development needs.

J. Analyze the reasonableness of total cost in view of the cost benefit(s) to be achieved.

City-wide rehabilitation activities are accessible and visible to a significant number of city residents, those conducting business in the city and those traveling through the city. Rehabilitation also has a positive impact on non-CDBG assisted properties through the 'neighborhood effect' of home improvements. CDBG rehabilitation is also a cost-effective solution to comprehensively address the housing needs of the town.

The direct benefits of the activity will be as follows:

Target Area - (11) low/moderate income persons at \$80,000 = \$7,273 per person.  
(4) low/moderate income households at \$80,000 = \$20,000 per unit.

Projected over the estimated ten (10) year life of the repairs, \$80,000 benefiting (11) low- and moderate-income persons average \$727 / person per year. Both the average person and average unit costs are very reasonable when these costs are compared to other housing assistance programs. The alternative of allowing the housing stock to continue to deteriorate does not serve the needs of the low/moderate income beneficiaries or the community.

The repairs to the units noted above are significantly more complex and costly than a *Drive-By Windshield Survey* reveals. The average unit repair cost varies due to the many factors outlined in the sections above.

K. Describe source and amount of any funds used to leverage the CDBG portion of the project. Indicate when these funds will be available. Attach documentation of any match.

While the amount of leveraged funds is not typically known until the rehabilitation needs are established, it is anticipated that CDBG funds will be leveraged by Weatherization Program, Healthy Homes, Milford Housing Emergency Home Repair Program, the DELead Program and the Heating Repair & Replacement Program funds, as applicable and available, to maximize program benefits.

L. Describe any in-kind resources to be applied to the project. Attach documentation of any match.

Typically, rehabilitation projects do not utilize in-kind resources.

M. Attach documentation of any match. Matching resolutions must be signed by a majority of Board/Council members and must include the source of funds.

Not applicable

N. For infrastructure projects, a description of why the jurisdiction is unable to pay for the activity without CDBG assistance.

Not applicable

V. Each application should also describe the following:

A. Describe any plans for the provision of housing for existing residents and anticipated growth for the area;

Milford continues to recognize the importance of safe and decent housing, both owner and tenant occupied. The City will continue to build upon past CDBG funding to improve the owner-occupied housing stock. There are several subsidized housing complexes in Town which provide housing for low/moderate (elderly and family) income residents .

The City has a Planning/Zoning and Building/Code Inspection Dept. that is responsible for enforcing and maintaining compliance with the City's building/code ordinances.

Future growth is encouraged by the City through its commitment to provide building lots with adequate infrastructure support. The City takes an active role in the removal of condemned structures, which eliminates public hazards and creates in-fill building lots. They also support annexations for larger subdivisions and smaller tracts which provide additional sites for a variety of future housing sites.

The combination of the above-mentioned housing rehabilitation, private and public rental units (subsidized and market rate), annexations and available building lots provides adequate housing opportunities for existing residents and for the future. It is anticipated that these housing opportunities will proportionately provide housing opportunities for low/moderate income persons.

Comparing 2000 & 2010 Census data - the population has increased by 57% and the total number of housing units has also increased by 57%. This is evidence that population and housing opportunities have increased at an equal pace.

B. Describe any plans for the provision of adequate sites with supporting infrastructure for future housing, including housing for low/moderate-income residents of the area; and

Central water and sewer is available throughout the City. These services are also provided to unincorporated areas adjacent to the City. Existing vacant lots and tracts are available for in-fill housing and subdivisions.

C. Describe any efforts to coordinate with businesses regarding the development of the community as it affects low/moderate-income residents of the area.

The City continues to support and encourage revitalization efforts in the downtown area through the Delaware Downtown Districts Program. This older portion of Town contains

smaller established stores and offices on the ground floor and residential rental units on the upper floors. A stated goal of the Main Street Program is to have a 100% occupancy rate, both in the business and the tenant units. Federal, State and private funding for improvements to the streets, sidewalks and facades will be sought. Improving the Downtown district will greatly benefit the low/moderate income residents throughout the entire Town. This combination of new and expanding businesses greatly expands job-opportunities and services available to the LIM income residents in and around the City of Milford.

VI. Application Submission

1. **Submission Date for the FY2025 CDBG Program**

Applications for the state's FY2025 CDBG Program must be received in DSHA's office at 18 The Green, Dover, Delaware 19901 no later than **4:00 p.m. on February 28, 2025 - ONE SIGNED ORIGINAL AND ONE ELECTRONIC COPY of the application must be submitted.**

2. **Application Content and Format**

Applications for CDBG funds must be made on such forms and in accordance with such instructions as are prescribed by DSHA and include all forms as may be applicable to the specific proposed activity.

VII. Additional Requirements

- |  |                          |
|--|--------------------------|
| A. Re-Use Plan.                              | On File DSHA             |
| B. Rehabilitation Manual.                    | On File DSHA             |
| C. Target Area Approval.                     | On File DSHA             |
| D. Boards and Commissions Reporting Form.    | Contained in Attachments |
| E. Form HUD-2880 (Disclosure/Update Report). | Contained in Attachments |

STATE OF DELAWARE  
 DELAWARE STATE HOUSING AUTHORITY  
 DELAWARE CDBG PROGRAM – PROJECT COST SUMMARY

CONTRACT PERIOD – FROM: July 1 2025 TO: June 30 2027

Summary of Program Activities  
 Amount of Source

I. PROGRAM ACTIVITIES	CDBG/HOME PROGRAM FUNDS	LOCAL FUNDS	OTHER FUNDS	TOTAL
A. Town-wide Housing Rehabilitation	\$80,000.00	0	0	\$80,000.00
B.				
C.				
D.				
E.				
F.				
G.				
H.				
I.				
J.				
<b>TOTAL PROG. ACTIVITY COST</b>	<b>\$80,000.00</b>	<b>0</b>	<b>0</b>	<b>\$80,000.00</b>
II. ADMINISTRATION	See Kent County App			
A. SALARIES	See Kent County App			
B. OTHER EMPLOYMENT COSTS				
C. TRAVEL				
D. CONTRACTUAL SERVICES				
E. SUPPLIES & MATERIALS	See Kent County App			
<b>TOTAL ADMINISTRATION COSTS</b>	See Kent County App			
<b>III. TOTAL PROGRAM COSTS</b>	<b>\$80,000.00</b>	<b>0</b>	<b>0</b>	<b>\$80,000.00</b>

NOTES:

1. \* Denotes Cash Match
2. \*\* Denotes In-kind Match
3. List Sources of Each Match Amount on Additional Page

**This form also available from DSHA in EXCEL fillable spreadsheet. Please use the EXCEL version.**

CERTIFICATION BY APPLICATIONS  
FOR  
THE DELAWARE CDBG PROGRAM

The application hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of Federal funds for this federally-assisted program. Also, the applicant gives assurance and certifies with respect to the program that:

- (a) It possesses legal authority to make an application and to execute a community development program.
- (b) Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the person identified as the official representative of the applicant to submit this application, all understanding and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the submission of the application and to provide such additional information as may be required.
- (c) That prior to submission of its application to DSHA, the applicant has met the following citizen participation requirements:
  - 1) Each applicant shall have provided all citizens, especially those living within the area(s) affected by the proposed application, with adequate opportunity for meaningful involvement on a continuing basis and for participation in the planning, implementation and assessment of its community housing and development plans and all CDBG applications related thereto. At the time of preparation of any application for funds under this program, the applicant shall provide adequate information to citizens including reasonable access to records on the past use of CDBG funds; and hold at least one public meeting (pursuant to advertisement in a publication of general local circulation) so that citizens will have the opportunity to comment on the community's past performance under the CDBG Program. A copy of the legal advertisement announcing the date, place and time of the meeting, and a transcript or summary of the comments received at the meeting must be included with the application. (Nothing in these requirements, however, shall be construed to restrict the responsibility and authority of the applicant for the development of the application and the execution of its community development program.);
  - 2) Each applicant certifies that it has obtained the review and comment of its Community Development Advisory Committee as required by the Delaware CDBG Citizen Participation Plan dated April 13, 2020 and Section 508 of the Housing and Community Development Act of 1987; and
  - 3) Each applicant certifies that it has included in its notice of public meeting the following language:

“...In accordance with the Section 106 Review Process established by the National Historic Preservation Act of 1966, as amended, comments are especially encouraged from interested agencies and individuals with respect to undertakings that may affect historic properties of significance to such agencies and individuals...”
- (d) It has developed its application so as to give maximum feasible priority to activities which benefit low-and moderate-income families or aid in the prevention or elimination of slums and blight; and activities which the application certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available to meet such needs.
- (e) Its chief executive officer or other officer of the applicant approved by DSHA:
  - (1) Consents to assume the state of a responsible Federal official under the National Environmental Policy Act of 1969 and other authorities as specified in 24 CFR 58.1(a)(3) and carry out this responsibility in accordance with the “Overview of Environmental Review Procedures” issued for the Delaware CDBG Program and dated July 1989; and meet the requirement of 24 CFR Part 58 and 24 CFR 570.604; and

- (2) Is authorized and consents on behalf of the applicant and himself/herself to accept the jurisdiction of the Federal courts for the purpose of enforcement of his/her responsibilities as such an official.
- (f) The program will be conducted and administered in compliance with:
- (1) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations issued in 24CFR Part 1;
  - (2) Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended, and implementing regulations;
  - (3) Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto (24 CFR Section 570.601);
  - (4) Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations of 24 CFR Part 135;
  - (5) Executive Order 11246, as amended by Executive Orders 11375 and 12086 and implementing regulations issued at 41 CFR Chapter 60; and the state review requirements of the Architectural Accessibility Act (Chapter 73, Title 29, Delaware Code) and the applicable rules and regulations promulgated by the State Architectural Accessibility Board;
  - (6) Executive Order 11063 as amended by Executive Order 12259 and implementing regulations at 24 CFR Part 107;
  - (7) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended and implementing regulations at 24 CFR Part 8;
  - (8) The Age Discrimination Act of 1975 (Pub. L. 94-135) and implementing regulations when published;
  - (9) The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementing regulations at 24 CFR Part 42 and all applicable regulations of the Delaware Uniform Relocation Act (Chapter 93, Title 29, Delaware Code);
  - (10) The labor standard requirements as set forth in 24 CFR, Parts 3 and 5, and HUD regulations issued to implement such requirements;
  - (11) Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution;
  - (12) The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);
  - (13) The regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, A-87, A-110, A-122, and A-133 as they relate to the acceptance and use of Federal funds under this federally-assisted program and the Delaware CDBG Financial Management Handbook;
  - (14) Section 106 of the National Historic Preservation Act 1966, As amended via the Advisory Council on Historic Preservation's regulations, Protection of Historic and Cultural Properties (36 CFR 80);
  - (15) The provisions of the Hatch Act, which limits the political activity of employees;
  - (16) The lead-based paint requirements of 24CFR Part 35, Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et. seq.).
- (g) It will comply with the CDBG Regulation CFR 570.611, which prohibits conflicts of interest and with HUD Standards of Conduct issued on November 1, 1985.

- (h) No member, officer, or employee of the applicant, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof for work to be performed in connection with the program assisted under the CDBG Program, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification;
- (i) It will give HUD, DSHA and the State Auditor and the Federal and State Comptroller Generals or any authorized representatives access to all records, books, papers, or documents related to the CDBG Program.
- (j) It certifies to affirmatively further fair housing in accordance with Section 104(b)(2) of the Act as amended, and agrees to participate in fair housing planning by cooperating in any analysis to identify impediments to fair housing choice within the jurisdiction, taking appropriate actions to overcome the effects of any impediments identified through that analysis, and to maintain records reflecting the analysis and actions in this regard.
- (k) Because HUD has not issued final regulations implementing the 1983 and 1984 amendments to the Housing and Community Development Act of 1974, as amended, the following "special condition" is incorporated into these Program Guidelines as a certification by the applicant and will also be utilized in all CDBG contracts:

Notwithstanding any other provisions of these Program Guidelines, requirements of the Amendments to Title I of the Housing and Community Development Act of 1974, and HUD's final regulations related thereto, which supersede or are not provided in the FY25 Program Guidelines shall govern the use of the assistance provided by the state to local government units in FY25-FY26.

- (l) It will not attempt to recover any capital costs of public improvements assisted in whole or part with the Title I funds by assessing any amount against properties owned and occupied by persons of low-and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
  - 1) assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than Title I funds; or
  - 2) for purposes of assessing any amount against properties owned and occupied by persons of low- and moderate-income who are not persons of very low income.
- (m) It certifies to adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-44, (the 1990 HUD Appropriations Act).

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Official

Mayor, City of Milford  
Title of Official

VIII. Exhibits

- A. The following exhibits should be attached to the application, as applicable, in order noted below:
  - 1. Authorization for "on behalf of" applications.

2. A copy of the notice of public hearing and summary of comments received.
3. Activities Under the Existing Housing Set Aside:
  - a. Rehabilitation:
    - 1) Copy of rehabilitation manual;
    - 2) Re-use plan for program income generated by rental rehab;
    - 3) DSHA target area approval attached;
    - 4) Identification of amount of funds and number of units to be accomplished in approved target areas and community-wide; and
    - 5) Identification of mobile home units to be rehabilitated including number owner-and/or renter-occupied.
  - b. Demolition:
    - 1) Amount of funds and units to be accomplished in approved target areas and community-wide identified; and
    - 2) Re-use Plan for program income from demolition liens attached.
4. Activities Under Infrastructure Project Set Aside:
  - a. Water and Sewer:
    - 1) Letters from appropriate agencies documenting serious and immediate threat attached;
    - 2) Documentation attached demonstrating community's inability to finance project without CDBG funds, including
      - a) letters from other grantor agencies
      - b) financial statements
      - c) financial analysis
    - 3) Letters from community or appropriate agencies documenting commitment and source of matching funds.
5. Activities Under Emergency Project Set-Aside:
  - a. Water and Sewer:
    - 1) Letters from appropriate agencies documenting serious and immediate threat attached;
    - 2) Documentation attached demonstrating that condition developed or became critical within 18 months of application; and
    - 3) Documentation attached demonstrating community's inability to finance project without CDBG funds, including
      - a) letters from other grantor agencies
      - b) financial statements
      - c) financial analysis



RESOLUTION 2024-18  
Sussex County

Councilmember \_\_\_\_\_ submitted to the Council the following Proposed Resolution:

ENDORISING PROJECT TO BE SUBMITTED TO THE DELAWARE STATE HOUSING AUTHORITY FOR FUNDING FROM THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AUTHORIZING TODD F. LAWSON, SUSSEX COUNTY ADMINISTRATOR TO SUBMIT APPLICATION.

WHEREAS, the City of Milford resolves to apply for Community Development funds from the Delaware State Housing Authority in accordance with appropriate regulations governing Community Development Block Grants State of Delaware Program for Block Grants as contained in Sections 570.488-499 24 CFR U.S. Department of Housing and Urban Development; and

WHEREAS, the City of Milford has met the application requirements of (Attachment E Delaware Community Block Grant Program Policies and Procedures) Citizen Participation requirements; and

WHEREAS, Sussex County plans on accomplishing the requested projects with CDBG funds; and

WHEREAS, the City of Milford hereby agrees to allow Sussex County to accomplish the projects in the targeted areas of Milford; and

WHEREAS, the City of Milford and Sussex County are in agreement with this activity.

NOW, THEREFORE, BE IT RESOLVED by the City of Milford and Sussex County that they endorse and grant permission for the following activity:

APPLICATION: Rehabilitation/Infrastructure/Demolition

Total Infrastructure project cost is \$ \_\_\_\_\_, total CDBG grant request is \$ \_\_\_\_\_.  
Matching funds in the amount of \$ \_\_\_\_\_ will be provided by the City of Milford general funds.

NOTE: To be used for Infrastructure projects only.

I DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF A RESOLUTION PASSED BY THE CITY OF MILFORD, SUSSEX COUNTY, ON THE 25th DAY OF NOVEMBER 2024.

WE GIVE MAYOR AUTHORIZATION TO SIGN RESOLUTION:

*Councilmembers*

Daniel Marabello  
Madula Kalesis  
Nadia Zychal  
Lori Connor

Michael Stewart  
Nirmala Samaroo  
Jason James Sr.  
Katrina Wilson

\_\_\_\_\_  
Mayor F. Todd Culotta

I DO HEREBY CERTIFY THAT THE FOREGOING TITLE OF RESOLUTION ADOPTED BY THE CITY OF MILFORD IS THE SAME TITLE OF RESOLUTION NO. \_\_\_\_\_ ADOPTED BY THE COUNTY COUNCIL OF SUSSEX COUNTY ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
Tracy Torbert, Clerk of Sussex County Council



**Resolution 2024-19**  
**CITIZEN PARTICIPATION**  
**CERTIFICATE OF ASSURANCE**  
Sussex County

It is hereby assured and certified to the Delaware State Housing Authority that Sussex County, Delaware, has met application requirements of (Attachment E Delaware Community Development Block Grant Program Policies and procedures) citizen participation requirements, and that Sussex County has:

- 1) made available information concerning the amount of funds that may be applied for;
- 2) made known the range of activities that may be undertaken with these funds;
- 3) made known the fact that more applications will be submitted to the State of Delaware than can be funded;
- 4) outlined the processes to be followed in soliciting and responding to the views and proposals of citizens, communities, nonprofit agencies and others in a timely manner; and
- 5) provided a summary of other important program requirements.

The City of Milford has held a Public Hearing on November 25, 2024 with required notice for all citizens, including low and moderate-income persons, to have an opportunity to present their views and proposals.

The City of Milford has by resolution and following a Public Hearing, endorsed this application.

\_\_\_\_\_  
Mayor F. Todd Culotta

Attest \_\_\_\_\_  
City Clerk Katrina L. White

Adopted: November 25, 2024



**RESOLUTION 2024-20**  
**AFFIRMATIVELY FURTHERING FAIR HOUSING**  
Sussex County

**WHEREAS**, City of Milford recognizes the importance of fair housing for the citizens of Milford; and

**WHEREAS**, the City of Milford supports the goals of the Federal Fair Housing Law.

**NOW THEREFORE, BE IT RESOLVED**, that the City of Milford heartily encourages all parties involved in the renting, selling or financing of housing in the City of Milford to ensure that no person shall, on the grounds of race, color, national origin, religion, creed, sex, marital status, familial status, age, sexual orientation or disability be discriminated against or denied a fair and equal opportunity to housing.

**AND BE IT FURTHER RESOLVED**, that the City of Milford take meaningful actions that, taken together, address significant disparities in housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially or ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws.

**AND BE IT FURTHER RESOLVED**, that the City of Milford, when acting as administrator of a Community Block Grant, is hereby authorized to take such actions as deemed necessary to affirmatively further fair housing in connection with the said Community Development Block Grant.

The Resolution was adopted by a vote of the Councilmembers of the City of Milford on November 25, 2024.

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Mayor F. Todd Culotta

Attest \_\_\_\_\_

City Clerk Katrina L. White



## RESOLUTION 2024-21

### Authorizes Levy Court of Kent County to Submit Application

The City Council of Milford, Delaware, hereby authorizes Mayor F. Todd Culotta, to submit the Fiscal Year 2024 Community Development Block Grant (CDBG) application and all understandings and assurances therein contained, and furthermore authorizes the Levy Court of Kent County to Act as the official representative of the City of Milford in connection with the submission of the Fiscal Year 2024 CDBG applicant and to provide such additional information as may be required. In the event the City of Milford's application is funded, the Levy Court of Kent County is hereby authorized to administer the funded application on behalf of the City of Milford.

This resolution was adopted by a majority of the Council of the City of Milford on November 25, 2024.

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Mayor F. Todd Culotta

Attest \_\_\_\_\_  
City Clerk Katrina L. White



**RESOLUTION 2024-22**  
**AFFIRMATIVELY FURTHERING FAIR HOUSING**  
Kent County

**WHEREAS**, City of Milford recognizes the importance of fair housing for the citizens of Milford; and

**WHEREAS**, the City of Milford supports the goals of the Federal Fair Housing Law.

**NOW THEREFORE, BE IT RESOLVED**, that the City of Milford heartily encourages all parties involved in the renting, selling, or financing of housing in the City of Milford to ensure that no person shall, on the grounds of race, color, national origin, religion, creed, sex, marital status, familial status, age, sexual orientation, or disability be discriminated against or denied a fair and equal opportunity to housing.

**AND BE IT FURTHER RESOLVED**, that the City of Milford take meaningful actions that, taken together, address significant disparities in housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially or ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws; and

**AND BE IT FURTHER RESOLVED**, that the City of Milford, when acting as administrator of a Community Block Grant, is hereby authorized to take such actions as deemed necessary to affirmatively further fair housing in connection with the said Community Development Block Grant.

The Resolution was passed by a vote of the Councilmembers of the City of Milford on November 25, 2024.

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Mayor F. Todd Culotta

Attest

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City Clerk Katrina L. White

## DATA SHEET FOR OAK FOREST PARK, LLC

Planning Commission Meeting: November 19, 2024

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<b>Application Number / Name</b>	:	CU-030-2024 / Oak Forest Park, LLC
<b>Applicant</b>	:	Oak Forest Park, LLC PO Box 452 Smyrna, DE 19977
<b>Owner</b>	:	Same
<b>Application Type</b>	:	Conditional Use
<b>Comprehensive Plan Designation</b>	:	Low Density Residential
<b>Zoning District</b>	:	C-1 (Community Commercial District)
<b>Present Use</b>	:	Restaurant & Brewery
<b>Proposed Use</b>	:	Restaurant & Brewery with Freestanding Electronic Message Center Sign
<b>Area and Location</b>	:	4.93 +/- acres of land located along the west side of S Rehoboth Boulevard, approximately 300 feet north of the Kirby Road intersection, addressed as 6152 S Rehoboth Boulevard.
<b>Property Identification Numbers</b>	:	3-30-11.00-008.00

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

**STAFF ANALYSIS REPORT**  
**October 30, 2024**

**Application Number / Name** : CU-030-2024 / Oak Forest Park, LLC

**Property Identification Numbers** : 3-30-11.00-008.00

**Area and Location** : 4.93 +/- acres of land located along the west side of S Rehoboth Boulevard, approximately 300 feet north of the Kirby Road intersection, addressed as 6152 S Rehoboth Boulevard.

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**I. BACKGROUND INFORMATION:**

- The applicant is seeking a Conditional Use approval to construct an **Electric Message Center** monument sign. Chapter 230-24.13 states “Electronic Message Centers are prohibited except that electronic message centers may be permitted by conditional use approval from City Council on properties used for any of the following uses; (a) Public and private schools; (b) Churches and other places of worship; (c) Social clubs or fraternal, social service, union, or civic organizations.”
- The applicant sought a variance approval from the Board of Adjustment on November 14, 2024 to allow an electronic message center sign for a restaurant, brewery and golf course.

**II. STAFF ANALYSIS:**

- The applicant sought four variances from the Board of Adjustment on November 14, 2024. The applicant sought permission to increase the height and square footage of the sign, to allow an electronic message center sign for a restaurant, brewery and golf course, and to permit a shared freestanding sign.
- Evaluation of the **Electronic Message Center** sign request based on the criteria found under Chapter 230-48 Conditional Uses.

A. The presence of adjoining similar uses.

*The property is located along S. Rehoboth Boulevard which is a minor arterial road according to DelDOT’s functional classification map. The immediate vicinity contains various uses including a golf course, restaurant, brewery, liquor store, professional office, single-family detached dwellings and low volume commercial. The existing liquor store use located directly across the street from the subject parcel has an approximately 10 foot tall freestanding sign that contains an electronic message center.*

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

*Electronic Message Center signs are permitted by conditional use approval from City Council within the C-1 and R-2 zoning districts for public and private schools, churches and other places of workshop, social or fraternal clubs, social service, civic or union organizations.*

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

*The Comprehensive Plan designates this area as Low Density Residential and does directly address the need for Electronic Message Center signs or other signage within the City.*

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

*The proposed sign would be located approximately 650 feet from residential properties along the west side of S. Rehoboth Boulevard and would be approximately 125 feet from residential properties on the east side of S. Rehoboth Boulevard. No screening would be provided between the proposed sign and the roadway.*

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

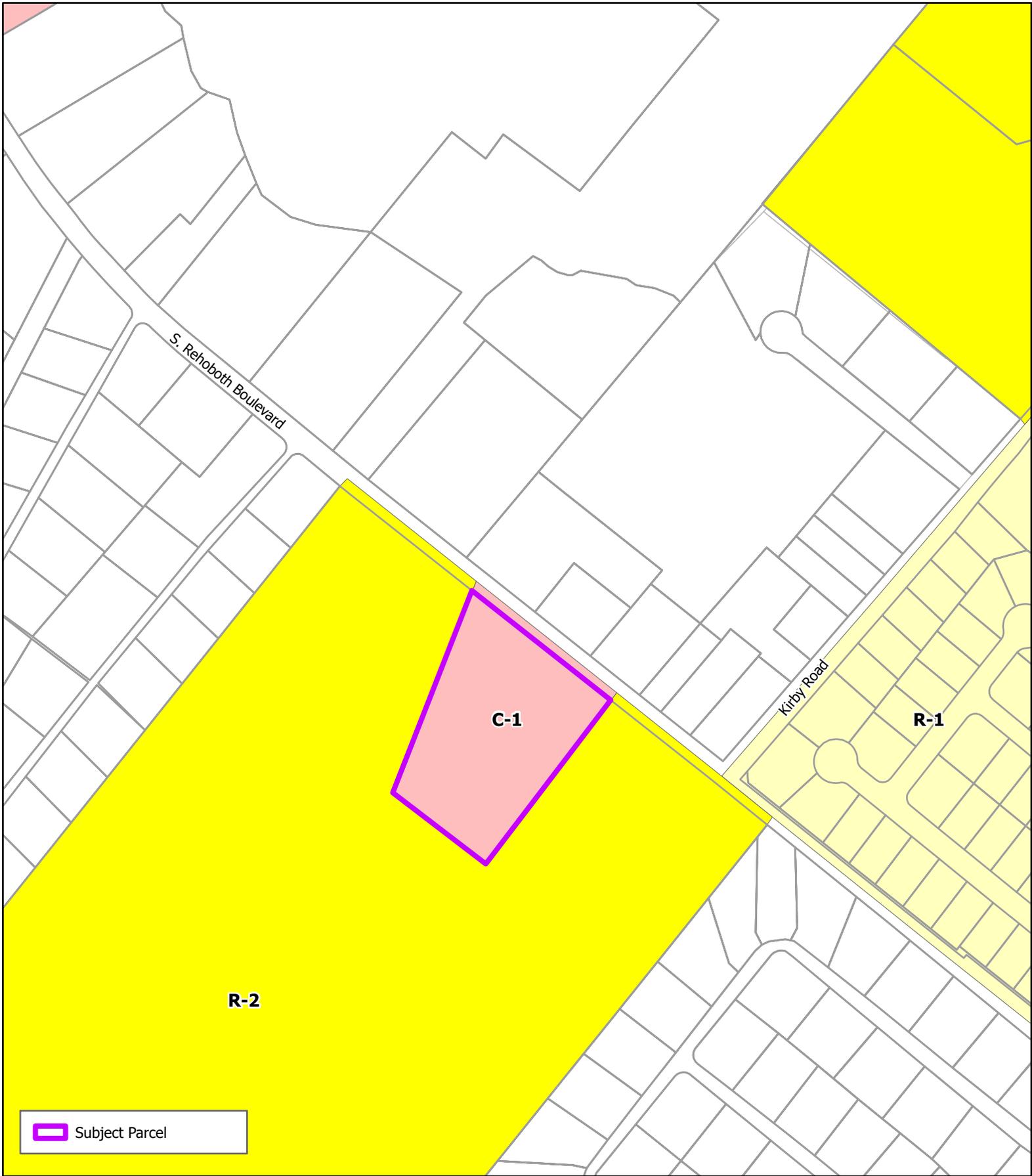
*The proposed Electronic Message Center sign should not negatively impact permitted uses in the district and surrounding area. There is an existing electronic message center sign across S. Rehoboth Boulevard that would be of similar size and nature. The proposed sign would be approximately 650 feet from residential properties located along the west side of S. Rehoboth Boulevard and approximately 125 feet from residential properties along the east side of S. Rehoboth Boulevard.*

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

*The proposed sign would be required to be located 10 feet from the front property line adjacent to S. Rehoboth Boulevard. No screening is proposed due to the nature of the application. There are no anticipated traffic or parking impacts. The electronic message center sign would be subject to the Sign Illumination Standards found under Chapter 230-24.21.*

### **III. AGENCY & DEPARTMENT COMMENTS:**

**None Requested**



 Subject Parcel



Scale:  Feet  
0 150 300

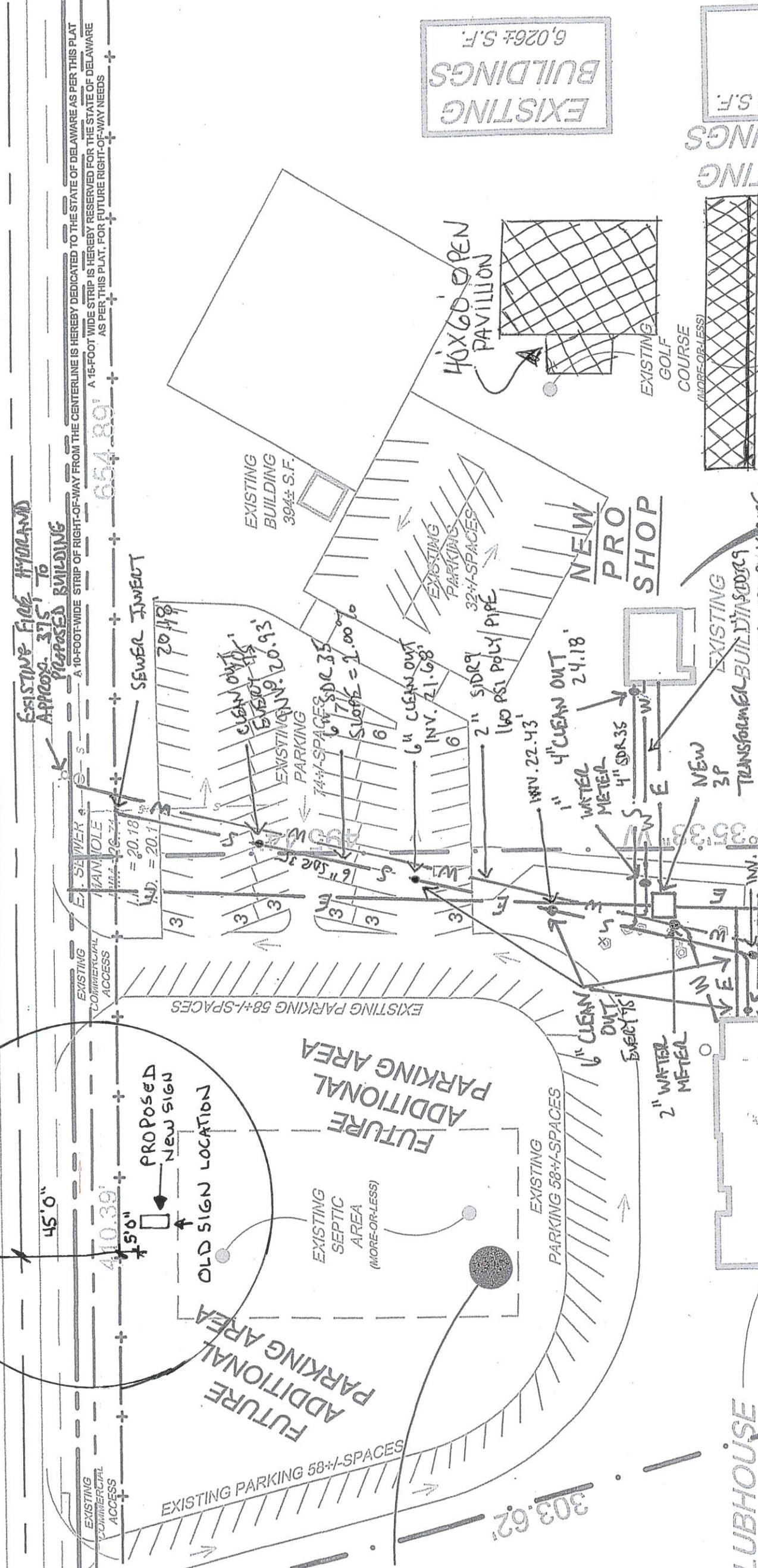
Drawn by: WRP      Date: 10/18/2024

Title:  
**Conditional Use**  
**Oak Forest Park, LLC**  
**Location & Zoning Map**

Filepath: CU\_OakForestPark.aprx

# 14TH REHOBOTH BOULEVARD

## ALTERNATE ROUTE 14 / ALTERNATE DE ST. ROUTE 1 MINOR ARTERIAL - FUTURE 80-FOOT ROW / 10,595 AADT (2021)



EXISTING BUILDINGS 6,026± S.F.

EXISTING BUILDINGS 6,026± S.F.

LUBHOUSE

SIDE YARD SETBACK (MIN.)

Roof section measures  
apprx. 118 in wide  
by 20 in high



108 in

48 in

36 in

24 in

Southern Delaware Golf Club  
Big Oyster Brewery  
6152 & 6182 S. Rehoboth Blvd.

October 10, 2024

RE: Conditional Use and Variance for Pylon and Digital Signage

We are requesting to place one (1) sign on the property of 6152 South Rehoboth Boulevard for both 6152 and 6182 South Rehoboth Boulevard. This would be for advertising both the Big Oyster Restaurant and Southern Delaware Golf Club, which work in conjunction with each other.

Our desire is not to have two separate signs. This sign would be built in front of the Big Oyster Restaurant for both businesses. The square footage and height of the sign is necessary to accommodate both Businesses.

The sign's design will match the existing Restaurant, Brewery, and Pro Shop; keeping with the white, grey and stone theme for a coastal look.

Intended placement of the signage is 50' from the center of the road, which is 5' beyond the state right of way. As it stands, there is a similar sign across the road on South Rehoboth Boulevard, however, it's located in Sussex County and not in the City of Milford.

This sign is necessary to help identify and advertise our businesses.

Best regards,



Timothy S. Johnson

Managing Member

Southern Delaware Golf Club, LLC

Google Maps

6129 DE-1 BUS

Milford, Delaware

Google Street View

Jun 2024 [See more dates](#)



Google

Image capture: Jun 2024 © 2024 Google



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### § 230-24.13. Standards in neighborhood commercial zones.

- A. General standards and sign features: Permanent on-premise signs in the Neighborhood Commercial Zones, as identified herein, shall be subject to the standards set forth in this section.
- (1) OB-1 Office Building District.
  - (2) C-1 Community (Neighborhood) Commercial District.
- B. Subject to the regulations in this section, Neighborhood Commercial Zone properties are limited to a combination of two signs per street or road frontage. No more than one sign per street or road frontage shall be either a freestanding sign or a projecting sign. No more than one sign per street or road frontage shall be either a building sign, a canopy sign, or an awning sign.
- (1) Freestanding Signs.
    - (a) Freestanding signs shall be limited to one per street frontage.
    - (b) Freestanding signs shall not exceed six feet in height and shall not exceed 24 square feet of sign area per side.
    - (c) Freestanding signs shall have a minimum setback of 10 feet from the front lot line and a minimum setback of 15 feet from adjacent property lines.
  - (2) Projecting Signs.
    - (a) Projecting signs shall be limited to one per building façade on which any such sign is mounted except for a use that fronts on more than one street, in which case, one such sign shall be permitted per façade for each separate street frontage.
    - (b) The sign area of any projecting sign shall be no greater than 20 square feet per side.
    - (c) No projecting sign shall extend in a vertical dimension above the highest architectural point of the façade to which it is mounted in excess of 25% of the vertical dimension of the façade itself.
    - (d) Projecting signs extending over a public sidewalk shall be limited to a projection distance not to exceed two-thirds of the width of the sidewalk. There shall be at least eight feet of clearance between the projecting sign and the sidewalk.
    - (e) A property may have a projecting sign and a freestanding sign provided that the property has more than one street or road frontage provided that all other requirements governing projecting signs are met.
  - (3) Building Signs.
    - (a) Building signs include wall or fascia signs, roof signs, and signs otherwise permanently applied to walls or other building surfaces.
    - (b) The total sign area of all parallel wall signs applied to any given façade shall not exceed 10% of the building façade in elevation view, including window and door areas and cornices to which they are affixed or applied.
  - (4) Canopy Signs (Also Marquee Signs and Signs on Architectural Projections).
    - (a) Canopy Signs, Marquee Signs, and Signs on Architectural Projections are signs that are mounted to structures that project off the face of the building more than 18 inches.
    - (b) Signs affixed or applied in an essentially flat plane to the face of a building or freestanding canopy, marquee, or architectural projection provided that the copy area of any such sign, as defined herein, does not exceed an area equal to 40% of the product of the height and length of

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the face area of the canopy, marquee, or architectural projection to which such sign is affixed or applied, or 10% of the building façade to which it is attached, whichever is greater.

- (c) Graphic treatment in the form of striping or patterns shall be permitted on the face of any building or freestanding canopy, marquee, or architectural projection provided that the striping or patterns are not typically associated with the brand or company occupying the building, site or suite, and the area of any such graphic allowed treatment shall not be calculated as a component of permitted copy area.
- (5) Awning Signs.
- (a) Graphics affixed or applied to the face or side surfaces of an awning or backlit awning are permitted provided that the copy area does not exceed an area equal to 40% of the product of the height and length of the face area of the awning to which the sign is affixed or applied, or 10% of the building façade to which it is attached, whichever is greater.
  - (b) Graphic treatment or embellishment in the form of striping, patterns, or valances shall be permitted on the face or side surfaces of any awning or backlit awning provided that the striping or patterns are not typically associated with the brand or company occupying the building, site or suite, and the area of any allowed such graphic treatment or embellishment shall not be calculated as a component of permitted copy area.
- (6) Electronic Message Centers are prohibited except as may be permitted by conditional use approval from City Council on properties used for any of the following uses
- (a) Public and private schools.
  - (b) Churches and other places of worship.
  - (c) Social clubs or fraternal, social service, union, or civic organizations

[Ord. No. 2022-06, 1-24-2022]

### **§ 230-24.20. Electronic message centers.**

#### A. General Electronic Message Center regulations

- (1) An Electronic Message Center may consist of a portion of a building sign or freestanding sign, subject to the following limitations;
  - (a) For a sign with a sign area of 32 square feet or less, all of the sign can be comprised of an Electronic Message Center.
  - (b) For a sign with a sign area of greater than 32 square feet, the electronic message center portion of the sign cannot exceed 70% of the sign area or 100 square feet per sign, whichever is less.
- (2) All Electronic Message Centers shall have automatic dimming controls, either by photocell (hardwired) or via software settings, in order to bring the Electronic Message Center lighting level at night into compliance with Section 230-24.21, Sign Illumination Standards. The owner of the Electronic Message Center shall provide a certification by an independent contractor of the lumens showing compliance with the Illumination Standards at the time of building permit issuance.
- (3) The owner of the Electronic Message Center shall provide the City with contact information for a person who is available at any time to turn off the Electronic Message Center promptly if a malfunction occurs.
- (4) All Electronic Message Center display features and functions are permitted, except that the following features and functions are prohibited:

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(Supp. No. 27)

- (a) Flashing.
- (b) Full motion video or film display via an electronic file imported into the Electronic Message Center software or streamed in real time into the Electronic Message Center.

[Ord. No. 2022-06, 1-24-2022]

**§ 230-24.21. Sign illumination standards.**

Signs may be illuminated consistent with the following standards:

- A. A sign in any Zone may be illuminated at night. Signs that are illuminated at night may not exceed a maximum luminance level of 750 cd/m2 or Nits, regardless of the method of illumination.
- B. The following signs are prohibited:
  - (1) Signs which are not effectively shielded as to prevent beams or rays of light from being directed at any portion of any roadway or residential area.
  - (2) Signs which are of such intensity or brilliance as to cause glare or to impair the vision of any resident or the driver of any motor vehicle or which otherwise interfere with any driver's operation of a motor vehicle.
  - (3) Signs which are so illuminated that they interfere with the effectiveness of or obscures an official traffic sign, device or signal.
- C. Signs that have external illumination, whether the lighting is mounted above or below the sign face or panel, shall have lighting fixtures or luminaries that are fully shielded to focus light only on the sign.
- D. All illuminated signs must comply with the maximum luminance level of 750 cd/m2 or Nits at least one-half hour before Apparent Sunset, as determined by the National Oceanic and Atmospheric Administration (NOAA), US Department of Commerce, for the specific geographic location and date. All illuminated signs must comply with this maximum luminance level throughout the night, if the sign is energized, until Apparent Sunrise, as determined by the NOAA, at which time the sign may resume luminance levels appropriate for daylight conditions, when required or appropriate.
- E. No illuminated sign, including Electronic Message Centers, shall have a maximum illuminance level greater than 0.30 foot candle above ambient light, as measured using a foot candle meter, or similar technology, at a preset distance. Preset distances to measure the foot candle impact vary with expected viewing distances of each sign size. Measurement shall be based upon the sign area using the following formula:

Sign Area (in square feet)	Measurement Distance (in feet)
10	32
50	71
100	100
200	141
300	173

Notes: For signs with a sign area in square feet other than those measurements specifically listed in the table above, the measurement distance shall be calculated with the following formula:

$$\text{Measurement Distance} = \text{Sign Area in Square Feet} \times 100$$

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- F. On-premise signs shall not be used as a form of outdoor lighting at night for security purposes or egress illumination.

[Ord. No. 2022-06, 1-24-2022]

## **ARTICLE IX Conditional Uses**

### **§ 230-46. Purpose.**

- A. The intent of the conditional use is to maintain a measure of control over uses that have an impact on the entire community. Generally, conditional uses may be desirable in certain locations for the general convenience and welfare. They must use the property in a manner that assures neither an adverse impact upon adjoining properties nor the creation of a public nuisance. In short, because of the nature of the use, it requires sound planning judgment on its location and site arrangement.
- B. Conditional use permits may be issued for any of the conditional uses for which a use permit is required by the provisions of this chapter, provided that the City Council shall find that the application is in accordance with the provisions of this chapter after duly advertised hearings held in accordance with the provisions of Article XII.

[Ord. No. 2022-06, 1-24-2022]

### **§ 230-47. Application and approval procedures.**

- A. Conditional Use Site Plans shall follow the procedures for application and review outlined in Article X Site Plan Review of this Chapter.
- B. Conditional Use Major Subdivisions shall follow the procedures for application and review outlined in Chapter 200, Subdivision of Land
- C. Standalone Conditional Use applications that do not require site plan review or major subdivision review shall be subject to the following procedures:
  - (1) A conditional use application and documents, as specified by the Planning Department, shall be prepared by the applicant and submitted in accordance with the submission schedule as determined by the Planning Director, along with the appropriate fees, as specified in Section 230-57.
  - (2) A public hearing on the conditional use shall be conducted by the Planning Commission. The Planning Commission shall review the application and shall recommend to City Council approval of the application with or without conditions, denial of the application, or table the application. The conditional use shall be reviewed based on the requirements set forth in the zoning ordinance. In case of an unfavorable recommendation for denial by the Planning Commission, such application shall not be approved except by a favorable vote of 3/4 of the City Council.
  - (3) No hearing shall be held by the Commission until notice of time and place thereof has been provided to the applicant, property owners within 200 feet of the subject property, and to such other interested parties as may be determined by the Planning Director at least 10 days before the date of said hearing. Notice shall be provided as follows:
    - (a) The Planning Department shall notify by mail all property owners within 200 feet of the extreme limits of the subject parcel as their names appear in the City or County tax record at least 10 days prior to the hearing.

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(Supp. No. 27)

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- (b) The Planning Department shall provide notice to the general public of the public hearing before the Planning Commission by publishing the date, time, place and nature of the hearing at least 15 days before the hearing in a newspaper of general circulation in the City and posting the same information in City Hall and on the City website.
  - (c) The Planning Department will also post a notice outlining the date, time, place, and nature of the hearing in a conspicuous location on the property. The published and posted notices shall contain reference to the time and place within the City where text, maps and plans for the proposal may be examined.
- (4) City Council shall review the application and shall approve the application with or without conditions, deny the application, or table the application. The conditional use shall be reviewed based on the requirements set forth in the zoning ordinance.

[Ord. No. 2022-06, 1-24-2022; Ord. No. 2023-28, § 4, 8-14-2023]

### **§ 230-48. Criteria for evaluation.**

The following criteria shall be used as a guide in evaluating a proposed conditional use:

- A. The presence of adjoining similar uses.
- B. An adjoining district in which the use is permitted.
- C. There is a need for the use in the area proposed as established by the Comprehensive Plan.
- D. There is sufficient area to screen the conditional use from adjacent different uses.
- E. The use will not detract from permitted uses in the district.
- F. Sufficient safeguards, such as traffic control, parking, screening and setbacks, can be implemented to remove potential adverse influences on adjoining uses.

[Ord. No. 2022-06, 1-24-2022]

### **§ 230-49. Conditions for approval; expiration.**

- A. In granting any conditional use permit, the City Council may designate such conditions as will, in its opinion, assure that the use will conform to the requirements as stated in Section 230-48 and that such use will continue to do so.
- B. A conditional use approval in conjunction with a Site Plan review shall expire upon expiration of the associated Site Plan.
- C. A conditional use approval in conjunction with a Major Subdivision application shall expire upon expiration of the associated Major Subdivision.
- D. A standalone conditional use permit shall expire within eighteen months of the date of issuance unless construction or operation of said use has commenced.
- E. A reapplication for a conditional use permit for the same lot or use shall not be considered by the City Council within a period of one-year from its last consideration. This provision, however, shall not impair the right of the Council to propose a conditional use permit on its own motion.

[Ord. No. 2022-06, 1-24-2022]

**CITY OF MILFORD**  
**NOTICE OF PUBLIC HEARINGS**

Planning Commission Hearing: Tuesday, November 19, 2024 @ 6:00 p.m.

City Council Hearing: Monday, November 25, 2024 @ 6:00 p.m.

NOTICE IS HEREBY GIVEN that the proposed Ordinance is currently under review by the City of Milford Planning Commission and City Council. City Council has the option to approve or deny the application. By not adopting the ordinance, City Council will deny the application. By adopting the ordinance, City Council will approve the application and the reason for the language being written in the affirmative.

This form of writing is not used to influence any decision of City Council:

**ORDINANCE 2024-12**

Conditional Use Application of Oak Forest Park, LLC

4.93 +/- acres of land located along the west  
side of S Rehoboth Boulevard, approximately 300 feet  
north of the Kirby Road intersection.

Comprehensive Plan Designation: Low Density Residential

Zoning District: C-1 (Community Commercial District)

Present Use: Restaurant & Brewery; Proposed Use: Restaurant & Brewery  
with Freestanding Electronic Message Center Sign

Tax Parcel: 3-30-11.00-008.00

WHEREAS, the owners of the property as above described herein have petitioned the City of Milford for a Conditional Use to construct an accessory dwelling; and

WHEREAS, the City of Milford Planning Commission will consider the application at a Public Hearing on November 19, 2024; and

WHEREAS, Milford City Council will hold a Public Hearing on November 25, 2024 to allow for public comment and further review of the ordinance; and

WHEREAS, it is deemed in the best interest of the City of Milford to approve the Conditional Use, as herein described.

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

Section 1. Chapter 230-9(C)(5) states accessory dwellings are allowed upon conditional use approval from City Council subject to conditions.

Section 2. Following adoption of Ordinance 2024-12, and upon the effective date, Oak Forest Park, LLC is hereby granted a Conditional Use to construct an Electric Message Center monument sign.

Section 3. Construction or operation shall commence within one year of the date of issuance of the permit otherwise the conditional use becomes void.

Section 4. Dates.

Planning Commission Review & Public Hearing: November 19, 2024

City Council Introduction: November 11, 2024

City Council Public Hearing: November 25, 2024

Effective: Ten Days following Adoption

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

*Advertised: Delaware State News 11/01/2024*



Financial Reporting Package  
As of and For the Period Ended October 31, 2024

Net Cash and Funding Availability Summary (*in thousands*)

Cash & Investment Balance Rollforward

Restricted Cash Reserves Report

Enterprise Funds YTD Revenue & Expenditure Report

General Fund YTD Revenue & Expenditure Report

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*Legacy* Revenue Report with MTD & YTD vs Annual Budget

*Legacy* Expenditure Report with MTD & YTD vs Annual Budget

*Legacy* Interservice Department Cost Allocation

City of Milford, Delaware  
 Net Cash and Funding Availability Summary (in thousands)<sup>1</sup>  
 For the Period Ended October 31, 2024

1 **Operating Cash Balances**

▼ Marks Ref Closing Bal<sup>4</sup>

Description	Opening Balance (Sep 30, 2024)	Closing Balance (Oct 31, 2024)	Projected Cashflows	Commitments & Restrictions	Minimum Cash Requirement/ERR	Uncommitted / Unrestricted
3 General Fund <sup>3</sup>	\$ 3,073	↑ \$ 3,745	\$ 1,241	\$ (623)	\$ (1,765)	\$ 2,598
4 Electric Fund	3,326	→ 3,432	40	(900)	(1,187)	1,384
5 Water Fund	3,349	→ 3,491	28	(627)	(330)	2,562
6 Sewer Fund	2,226	→ 2,263	23	(283)	(236)	1,767
7 Solid Waste Fund	453	→ 474	7	(123)	(201)	158
<b>Operating Cash Totals<sup>4</sup></b>	<b>\$ 12,427</b>	<b>\$ 13,406</b>	<b>\$ 1,339</b>	<b>\$ (2,557)</b>	<b>\$ (3,719)</b>	<b>\$ 8,470</b>

9 **Federal, State and Other Special Purpose Cash Balances**

Description	Opening Balance (Sep 30, 2024)	Closing Balance (Oct 31, 2024)	Projected Cashflows	Commitments & Restrictions	Minimum Cash Requirement/ERR	Uncommitted / Unrestricted
11 General Improvement	\$ 1,295	↓ \$ 1,161	\$ -	\$ (1,161)	\$ -	\$ -
12 Municipal Street Aid (MSA)	802	↓ 647	140	(787)	-	-
13 Realty Transfer Tax (RTT)	2,084	→ 1,880	5,496	(5,360)	(1,373)	643
14 Economic Development	515	↑ 703	89	-	-	792
15 Lodging Tax Fund	792	→ 800	99	(899)	-	-
16 ARPA Grant Fund	260	→ 260	-	(260)	-	-
<b>Special Purpose Cash Totals<sup>4</sup></b>	<b>\$ 5,749</b>	<b>\$ 5,452</b>	<b>\$ 5,824</b>	<b>\$ (8,468)</b>	<b>\$ (1,373)</b>	<b>\$ 1,435</b>

18 **Reserve Fund Cash Balances<sup>1</sup>**

Description	Opening Balance (Sep 30, 2024)	Closing Balance (Oct 31, 2024)	Projected Cashflows	Commitments & Restrictions	Minimum Cash Requirement/ERR	Uncommitted / Unrestricted
20 General Fund Capital Reserves	\$ 2,211	→ \$ 2,320	\$ 2,623	\$ (4,317)	\$ (329)	\$ 297
21 Water Fund Capital Reserves	3,711	→ 3,705	627	(2,044)	(2,229)	59
22 Sewer Fund Capital Reserves	4,295	→ 4,270	283	(1,060)	(3,472)	21
23 Solid Waste Fund Capital Reserves	84	→ 81	123	(68)	(126)	10
24 Electric Fund Capital Reserves <sup>2</sup>	13,090	→ 13,078	3,400	(6,969)	(7,045)	2,464
<b>Operating Cash Totals<sup>4</sup></b>	<b>\$ 23,391</b>	<b>\$ 23,454</b>	<b>\$ 7,057</b>	<b>\$ (14,458)</b>	<b>\$ (13,200)</b>	<b>\$ 2,852</b>

26 **Impact Fees and Police/General Facilities Cash Balances**

Description	Opening Balance (Sep 30, 2024)	Closing Balance (Oct 31, 2024)	Projected Cashflows	Commitments & Restrictions	Minimum Cash Requirement/ERR	Uncommitted / Unrestricted
28 Police & General Gov't Facilities	\$ 676	→ \$ 707	\$ 254	\$ (961)	\$ -	\$ -
29 Carlisle Fire Co Permit Fund	324	→ 334	85	(419)	-	-
30 Parks & Recreation Facilities	160	→ 160	-	(160)	-	-
31 Water Impact Fee Reserves	6,179	→ 6,295	926	(1,265)	-	5,955
32 Sewer Impact Fee Reserves	3,608	→ 3,667	474	(550)	-	3,591
33 Electric Impact Fee Reserves	1,447	→ 1,471	192	(1,663)	-	-
<b>Impact Fees &amp; Police/GF Totals<sup>4</sup></b>	<b>\$ 12,393</b>	<b>\$ 12,634</b>	<b>\$ 1,931</b>	<b>\$ (5,018)</b>	<b>\$ -</b>	<b>\$ 9,546</b>

<b>Grand Totals<sup>4</sup></b>	<b>\$ 53,959</b>	<b>\$ 54,946</b>	<b>\$ 16,150</b>	<b>\$ (30,501)</b>	<b>\$ (18,291)</b>	<b>\$ 22,303</b>
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36 <sup>1</sup>New report merges Cash Roll (p.2) and Restricted Reserves (p.3) into one single reference for net funds available after commitments & restrictions.  
 37 <sup>2</sup>Realty Transfer Taxes (RTT) and Electric Fund Reserves totaling \$7.5mm are being temporarily consumed to offset interest costs associated with the PD Facility construction. The recovery of the funds through project financing is reflected in the Projected Cashflows columns for RTT & Electric.  
 38 <sup>3</sup>The General Fund Unrestricted operating cash balance reported last month was a function of dynamic reserve targets against the expanding budget (organic growth + inflation) timed with the lowest operating cash period of the FY; the sub-zero condition naturally reverse in September as expected.  
 39 <sup>4</sup>Closing Balance Indicator sets **Red**, **Yellow** and **Green** signify month-to-month cash variance as follows:



City of Milford, Delaware  
Cash and Investment Balance<sup>1</sup> Rollforward  
For the Period Ended October 31, 2024

Operating Cash Balances

▼ Marks Ref Closing Bal<sup>4</sup>

Description	Opening Balance (Sep 30, 2024)	Receipts	Interest Earned	Disbursements	Closing Balance (Oct 31, 2024)
General Fund	\$ 3,072,722	\$ 2,975,352	\$ 4,932	\$ (2,307,709) ↑	\$ 3,745,297
Electric Fund	3,326,137	3,224,379	6,603	(3,125,428) →	3,431,692
Water Fund	3,348,543	448,441	6,510	(312,163) →	3,491,332
Sewer Fund	2,226,334	719,239	4,166	(686,299) →	2,263,439
Solid Waste Fund	453,111	165,515	883	(145,570) →	473,939
<b>Operating Cash Totals<sup>4</sup></b>	<b>\$ 12,426,848</b>	<b>\$ 7,532,926</b>	<b>\$ 23,094</b>	<b>\$ (6,577,169) □</b>	<b>\$ 13,405,699</b>

Federal, State and Other Special Purpose Cash Balances

Description	Opening Balance (Sep 30, 2024)	Receipts	Interest Earned	Disbursements <sup>2</sup>	Closing Balance (Oct 31, 2024)
General Improvement	\$ 1,295,306	\$ -	\$ 5,252	\$ (139,094) ↓	\$ 1,161,465
Municipal Street Aid (MSA)	801,786	-	3,103	(158,346) ↓	646,543
Realty Transfer Tax (RTT)	2,084,103	178,008	8,782	(390,586) →	1,880,307
Economic Development	515,247	187,516	-	- ↑	702,763
Lodging Tax Fund	792,184	8,259	-	- →	800,443
ARPA Grant Fund	260,499	-	-	- →	260,499
<b>Special Purpose Cash Totals<sup>3,4</sup></b>	<b>\$ 5,749,126</b>	<b>\$ 373,782</b>	<b>\$ 17,137</b>	<b>\$ (688,025) □</b>	<b>\$ 5,452,021</b>

Reserve Fund Cash Balances

Description	Opening Balance (Sep 30, 2024)	Receipts	Interest Earned	Disbursements <sup>2</sup>	Closing Balance (Oct 31, 2024)
General Fund Capital Reserves	\$ 2,211,010	\$ 139,094	\$ 9,066	\$ (39,462) →	\$ 2,319,709
Water Fund Capital Reserves	3,710,566	-	15,030	(20,223) →	3,705,373
Sewer Fund Capital Reserves	4,295,039	-	17,631	(42,664) →	4,270,006
Solid Waste Fund Capital Reserves	84,080	-	407	(3,241) →	81,246
Electric Fund Capital Reserves	13,090,097	-	53,010	(65,554) →	13,077,553
<b>Reserve Fund Cash Totals<sup>3,4</sup></b>	<b>\$ 23,390,793</b>	<b>\$ 139,094</b>	<b>\$ 95,144</b>	<b>\$ (171,143) □</b>	<b>\$ 23,453,888</b>

Impact Fees and Police/General Facilities Cash Balances

Description	Opening Balance (Sep 30, 2024)	Receipts	Interest Earned	Disbursements <sup>2</sup>	Closing Balance (Oct 31, 2024)
Police & General Gov't Facilities	\$ 675,577	\$ 31,753	\$ -	\$ - →	\$ 707,330
Carlisle Fire Co Permit Fund	323,618	10,584	-	- →	334,202
Parks & Recreation Facilities	159,575	-	-	- →	159,575
Water Impact Fee Reserves	6,178,880	115,727	-	- →	6,294,607
Sewer Impact Fee Reserves	3,607,656	59,249	-	- →	3,666,905
Electric Impact Fee Reserves	1,447,290	24,000	-	- →	1,471,290
<b>Impact Fees &amp; Police/GF Totals<sup>3,4</sup></b>	<b>\$ 12,392,597</b>	<b>\$ 241,313</b>	<b>\$ -</b>	<b>\$ - □</b>	<b>\$ 12,633,910</b>

<b>Grand Totals<sup>4</sup></b>	<b>\$ 53,959,364</b>	<b>\$ 8,287,115</b>	<b>\$ 135,375</b>	<b>\$ (7,436,337) ▲</b>	<b>\$ 54,945,517</b>
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<sup>1</sup>Balances are not indicative of funding availability; see enclosed Restricted Cash Reserves and Net Cash & Funding Availability Reports for detail.

<sup>2</sup>\$0.2 million disbursed from reserves (lines 20-24) includes vehicle replacements, the ongoing ERP upgrade, parks & rec projects and other budgeted utility projects. \$0.7 million disbursed from special purpose funds includes grant-funded PD vehicles and RTT/MSA-funded components of the 2024 combined streets project.

<sup>3</sup>Investments with PFM exceed \$39 million and consist of total reserves (line 25), impact fees (lines 31-33), special purpose funds (lines 13-15), and on a short-term basis, a portion of the operating cash (line 8).

<sup>4</sup>Closing Balance Indicator sets Red, Yellow and Green signify month-to-month cash variance as follows:



-10% ≤ Variance ≤ 10%



-5% ≤ Variance ≤ 5%



-2.5% ≤ Variance ≤ 2.5%

City of Milford, Delaware  
Restricted Cash Reserves Report  
As of October 31, 2024

General Fund Capital Reserves		Amount
Cash/Investment Balance (10/31/24)	\$	2,319,709
Expected Contributions & Interest		623,200
Restricted Funds:		
Vehicle & Equipment Replacement		(214,436)
Street Repair		(2,083,948)
Parking Enhancements		(620,000)
Parkland, Trails & Recreation		(1,238,156)
PD Projects		(160,489)
Support Policy with RTT <sup>1</sup>		2,000,000
Reserve (MCR) Policy <sup>6,8</sup>		-
Equipment Replacement Reserve <sup>2</sup>		(329,000)
<b>Uncommitted Reserve Balance</b>	<b>\$</b>	<b>296,880</b>

Electric Fund Capital Reserves		Amount
Cash/Investment Balance (10/31/24)	\$	13,077,553
Expected Contributions & Interest		3,400,432
Restricted Funds:		
Electric Vehicles & Equipment		(135,000)
Substation Upgrades & Security		(479,944)
Traffic Signal Upgrades		(374,840)
Citywide Projects		(1,919,039)
Investment Policy/Rate Stability <sup>7</sup>		(4,060,000)
Reserve (MCR) Policy <sup>3,6</sup>		(6,836,775)
Equipment Replacement Reserve <sup>3</sup>		(208,000)
<b>Uncommitted Reserve Balance</b>	<b>\$</b>	<b>2,464,387</b>

Water Fund Capital Reserves		Amount
Cash/Investment Balance (10/31/24)	\$	3,705,373
Expected Contributions & Interest		627,017
Restricted Funds:		
Vehicle & Equipment Replacement		(218,393)
Reserve-Funded Projects		
Water System Improvements		(1,495,363)
Water Plant Upgrades		(238,376)
4th St Project 9/9/24		(91,996)
Reserve (MCR) Policy <sup>3,6</sup>		(2,182,680)
Equipment Replacement Reserve <sup>3</sup>		(46,250)
<b>Uncommitted Reserve Balance</b>	<b>\$</b>	<b>59,332</b>

Solid Waste Reserves		Amount
Cash/Investment Balance (10/31/24)	\$	81,246
Expected Contributions & Interest		122,633
Restricted Funds:		
Solid Waste Vehicles & Equipment <sup>4</sup>		(15,500)
Solid Waste Alloc of Citywide Projects		(52,503)
Reserve (MCR) Policy <sup>4</sup>		-
Equipment Replacement Reserve <sup>4</sup>		(125,500)
<b>Uncommitted Reserve Balance</b>	<b>\$</b>	<b>10,376</b>

Sewer Fund Capital Reserves		Amount
Cash/Investment Balance (10/31/24)	\$	4,270,006
Expected Contributions & Interest		283,333
Restricted Funds:		
Sewer Vehicles & Equipment		(125,424)
Reserve-Funded Projects		
Sewer System Improvements		(870,036)
8" Bypass Pump		(65,000)
Reserve (MCR) Policy <sup>3,6</sup>		(3,373,571)
Equipment Replacement Reserve <sup>3</sup>		(98,000)
<b>Uncommitted Reserve Balance</b>	<b>\$</b>	<b>21,308</b>

MSA & RTT Reserves		Amount
RTT Balance (10/31/24)		1,880,307
MSA Balance (10/31/24)		646,543
MSA & RTT Est Receipts thru FY25:		5,635,862
MSA: Street & Bridge Improvements		(1,169,501)
RTT: Transfer to Police Dept		(66,667)
RTT: Sidewalk Project Funding		(150,000)
MSA & RTT: Combined St-Util		(2,760,402)
RTT: 4th St Project 9/9/24		(263,757)
RTT: Support GF Policies <sup>1</sup>		(2,000,000)
RTT: Reserve Policy <sup>5</sup>		(1,373,000)
<b>Uncommitted Reserve Balance</b>	<b>\$</b>	<b>379,386</b>

<sup>1</sup>Approved GF Reserve Policies permit support from an eligible funding source; portion of RTT balance pledged to support GF Reserves for foreseeable future

<sup>2</sup>Approved GF Reserve Policies recommend MCR of 45 days OpEx & Equip Repl Res minimum of 110% of upcoming CIP budget

<sup>3</sup>Approved Reserve Policies split Minimum Cash Req'd from COS study into new MCR & Equip Repl Reserve (20% of CIP)

<sup>4</sup>Solid Waste Reserves initiated in FY22 with seed funding from interfund loan forgiveness. Funds accumulated through FY23 used for collection equipment; 100% being reserved in FY24+.

<sup>5</sup>Approved Reserve Policies recommend dynamic MCR based on average of trailing-three-year RTT receipts; FY24 increase related to strong FY23 vs FY20, which fell out of T3 Avg

<sup>6</sup>The Days Operating Expenditures (Days OpEx) piece of MCRs reclassified from Reserve balances here to Operating Cash; the Total MCR has not changed

<sup>7</sup>This funding has been deployed pursuant to the City's Investment Policy to achieve rate stability and structured returns. Interest rate increases and land investments prompted a revised strategy to benefit both the electric and sewer funds over a 13-year investment horizon.

<sup>8</sup>The portion of the GF Reserve balance supporting GF OCF requirement due to seasonal cash consumption was returned from the investment program in August

City of Milford, Delaware  
Enterprise Funds: Statement of Revenues & Expenditures  
For the YTD Period Ended October 31, 2024 vs Prior FYTD & Current Budget (in thousands)

Enterprise Funds Profit & Loss (P&L) Statement	Electric	Water	Sewer	Solid Waste	Total	FY25 Total <i>(as % of Rev)</i>	FY24 Total <i>(as % of Rev)</i>
Operating Revenue	\$ 11,920	\$ 1,366	\$ 2,154	\$ 601	\$ 16,041	100.0%	100.0%
Cost of Revenue <sup>1</sup>	(8,448)	(149)	(1,136)	(121)	(9,854)	-61.4%	-56.7%
Gross Margin	3,472	1,217	1,018	480	6,187	38.6%	43.3%
Operating Expenses							
Operations & Maintenance	(1,281)	(454)	(333)	(343)	(2,411)	-15.0%	-14.5%
Personnel	(564)	(136)	(133)	(149)	(983)	-6.1%	-7.1%
Total Operating Expenses	(1,846)	(590)	(466)	(493)	(3,394)	-21.2%	-21.6%
Operating Income	\$ 1,626	\$ 628	\$ 552	\$ (13)	\$ 2,793	17.4%	21.7%
Non-Operating Revenue (Expense)	-	-	-	-	-	0.0%	0.1%
Surplus (Deficit) for debt service & capital	1,626	628	552	(13)	2,793	17.4%	21.7%
Debt Service - Principal & Interest	-	(90)	(13)	-	(102)	-0.6%	-0.1%
Capital Spending / Contributions from (to) Reserves	(86)	(146)	(171)	(427)	(830)	-5.2%	-2.5%
Surplus (deficit) available for transfers	1,541	392	368	(439)	1,861	11.6%	19.2%
Transfers Out	(1,314)	(105)	(105)	-	(1,524)	-9.5%	-8.4%
<b>Net Surplus (Deficit) - FYTD through Oct 2024</b>	<b>\$ 227</b>	<b>\$ 287</b>	<b>\$ 263</b>	<b>\$ (439)</b>	<b>\$ 337</b>	<b>2.1%</b>	<b>10.8%</b>
<i>Net Surplus (Deficit) - FYTD through Oct 2023</i>	<i>\$ 1,069</i>	<i>\$ 390</i>	<i>\$ 147</i>	<i>\$ 34</i>	<i>\$ 1,640</i>	<i>10.8%</i>	
<i>Current vs Prior - Favorable (Unfavorable)<sup>2</sup></i>	<i>↓ \$ (843)</i>	<i>↓ \$ (103)</i>	<i>↑ \$ 116</i>	<i>↓ \$ (473)</i>	<i>↓ \$ (1,303)</i>	<i>↓ -8.7%</i>	
<b>Net Surplus (Deficit) - Current FYTD Budget</b>	<b>\$ (360)</b>	<b>\$ 198</b>	<b>\$ 125</b>	<b>\$ (193)</b>	<b>\$ (231)</b>	<b>-1.6%</b>	
<i>Current vs Budget - Favorable (Unfavorable)<sup>2</sup></i>	<i>↑ \$ 587</i>	<i>↑ \$ 89</i>	<i>↑ \$ 138</i>	<i>↓ \$ (246)</i>	<i>↑ \$ 568</i>	<i>↑ 3.7%</i>	

<sup>1</sup>Cost of Revenue reported in the electric fund reflects wholesale cost of power and serves as an ideal revenue offset to arrive at gross margin. Cost of revenue in the water, sewer and solid waste funds are estimated based on a limited set of known, direct inputs to the cost of providing the utility services billed. Aside from Kent County sewer treatment charges, costs of revenue in the water, sewer and solid waste funds are likely understated.

<sup>2</sup>Comparative Indicators **Green**, **Yellow** and **Red** signify favorable variance greater than 5%, marginal variance within ±5%, and unfavorable variance below -5%, respectively, for departmental comparisons. Total variance carries tighter bounds of >2.5%, ±2.5% and <2.5%, while the percentage variance uses >1.0%, ±1.0% and <1.0%, respectively.

City of Milford, Delaware  
 General Fund: Statement of Revenues & Expenditures<sup>1</sup>  
 For the YTD Period Ended October 31, 2024 vs Prior FYTD & Current Budget (in thousands)

General Fund Sources and Uses of Funding	Admin & Council	Public Safety	Parks & Rec	Planning & All Other	Total	FY25 Total <i>(as % of Rev)</i>	FY24 Total <sup>2</sup> <i>(as % of Rev)</i>
<b>Sources of Funding:</b>							
Real Estate (Property) Taxes	\$ 6,299	\$ -	\$ -	\$ -	\$ 6,299	66.3%	71.1%
Permits, Licensing & Franchise Fees	72	-	-	294	366	3.9%	3.2%
Fines, Fees & Misc Revenue	22	298	-	-	321	3.4%	3.7%
<b>General Revenue Subtotal</b>	<b>6,392</b>	<b>298</b>	<b>-</b>	<b>294</b>	<b>6,985</b>	<b>73.5%</b>	<b>78.0%</b>
Utility Transfers & Cost Allocation	2,196	-	-	-	2,196	23.1%	16.1%
Grant Revenue	6	-	-	-	6	0.1%	0.0%
Application of Reserve Balances	281	33	-	-	315	3.3%	5.9%
<b>General Fund Operating Support</b>	<b>2,484</b>	<b>33</b>	<b>-</b>	<b>-</b>	<b>2,517</b>	<b>26.5%</b>	<b>22.0%</b>
<b>Total Sources of Funding</b>	<b>\$ 8,876</b>	<b>\$ 332</b>	<b>\$ -</b>	<b>\$ 294</b>	<b>\$ 9,502</b>	<b>100.0%</b>	<b>100.0%</b>
<b>Uses of Funding:</b>							
Operations & Maintenance	189	436	234	416	1,275	13.4%	15.3%
Personnel	220	2,041	242	733	3,235	34.0%	47.6%
<b>Total Operating Expenses</b>	<b>409</b>	<b>2,477</b>	<b>476</b>	<b>1,149</b>	<b>4,511</b>	<b>47.5%</b>	<b>62.9%</b>
<b>Surplus (Deficit) for Debt Svc &amp; Capital</b>	<b>\$ 8,468</b>	<b>\$ (2,145)</b>	<b>\$ (476)</b>	<b>\$ (854)</b>	<b>\$ 4,992</b>	<b>52.5%</b>	<b>37.1%</b>
Debt Service - Principal & Interest	-	-	-	-	-	0.0%	0.0%
Capital Spending / Transfers from (to) Reserves	18	88	59	70	236	2.5%	11.7%
<b>Net Surplus (Deficit) - FYTD through Oct 2024</b>	<b>\$ 8,449</b>	<b>\$ (2,233)</b>	<b>\$ (535)</b>	<b>\$ (925)</b>	<b>\$ 4,756</b>	<b>50.1%</b>	<b>25.4%</b>
<b>Net Surplus (Deficit) - FYTD through Oct 2023</b>	<b>\$ 6,841</b>	<b>\$ (2,547)</b>	<b>\$ (1,129)</b>	<b>\$ (1,135)</b>	<b>\$ 2,029</b>	<b>25.4%</b>	
<b>Current vs Prior - Favorable (Unfavorable)<sup>2</sup></b>	<b>↑ \$ 1,608</b>	<b>↑ \$ 314</b>	<b>↑ \$ 594</b>	<b>↑ \$ 210</b>	<b>↑ \$ 2,727</b>	<b>↑ 24.7%</b>	
<b>Net Surplus (Deficit) - Current FYTD Budget</b>	<b>\$ 8,651</b>	<b>\$ (3,439)</b>	<b>\$ (542)</b>	<b>\$ (1,327)</b>	<b>\$ 3,344</b>	<b>34.1%</b>	
<b>Current vs Budget - Favorable (Unfavorable)<sup>3</sup></b>	<b>→ \$ (202)</b>	<b>↑ \$ 1,206</b>	<b>↑ \$ 6</b>	<b>↑ \$ 403</b>	<b>↑ \$ 1,412</b>	<b>↑ 16.0%</b>	

<sup>1</sup>This Statement presents the same general fund financial performance available in the legacy Revenue and Expenditure Reports in a one-page consolidated executive summary. The common size reporting (two rightmost columns) benefits readers in two ways; first, each line is scaled with total revenue to add context, and second, the common size format is comparable across fiscal years and budgets. This report should be considered a working draft that will be improved over time to improve its usefulness to readers.

<sup>2</sup>This format presents expenditures in the context of funding sources while comparing subtotals (rightmost column) and the net surplus (deficit) to the prior YTD period (rows 19 & 20)

<sup>3</sup>Comparative Indicators **Green**, **Yellow** and **Red** signify favorable variance greater than 5%, marginal variance within ±5%, and unfavorable variance below -5%, respectively, for departmental comparisons. Total variance carries tighter bounds of >2.5%, ±2.5% and <2.5%, while the percentage variance uses >1.0%, ±1.0% and <1.0%, respectively.

City of Milford, Delaware  
 Legacy Revenue Report: MTD and YTD Actual vs Annual Budget  
 For the YTD Period Ended October 31, 2024

*33.3% of Year Elapsed*

Account / Function	FY25 Budget, as Approved	MTD Actual	YTD Actual	YTD Actual as % of Annual Budget
<b>General Fund:</b>				
Economic Development Fund	\$ 287,801	\$ 23,983	\$ 95,934	33.3%
General Fund Reserves	1,809,271	46,338	185,353	10.2%
Interest Income	35,269	3,042	6,410	18.2%
Realty Transfer Tax - Police	100,000	8,333	33,333	33.3%
Real Estate Tax	6,321,516	6,749	6,298,580	99.6%
Business License	67,000	-	16,330	24.4%
Rental License	120,000	1,225	16,415	13.7%
Building Permits	250,000	50,647	224,326	89.7%
Planning & Zoning	9,000	7,593	29,271	325.2%
Leases and Franchise Fees	441,814	33,161	71,544	16.2%
Grasscutting Revenue	24,000	2,000	8,000	33.3%
Police Revenues	570,285	38,944	298,479	52.3%
Misc. Revenues	12,000	1,601	22,165	184.7%
Transfers In	6,588,923	549,077	2,196,308	33.3%
<b>Total General Fund Revenue</b>	<b>\$ 16,636,879</b>	<b>\$ 772,694</b>	<b>\$ 9,502,448</b>	<b>57.1%</b>
<b>Enterprise Funds:</b>				
Water Fund Revenues	3,707,513	263,047	1,366,259	36.9%
Sewer Fund Revenues	3,308,391	230,186	1,200,577	36.3%
Kent County Sewer	2,332,578	217,153	953,248	40.9%
Solid Waste Fund Revenues	1,859,923	91,083	600,646	32.3%
Electric Fund Revenues	33,710,810	1,833,104	11,920,265	35.4%
<b>Total Enterprise Fund Revenue</b>	<b>\$ 44,919,215</b>	<b>\$ 2,634,574</b>	<b>\$ 16,040,996</b>	<b>35.7%</b>
Application of Enterprise Reserves	3,432,345	171,143	295,896	8.6%
Other Enterprise Revenue	83,000	-	18,620	22.4%
Other Enterprise Expense	(83,000)	(2,308)	(24,078)	29.0%
<b>Total General &amp; Enterprise Fund Revenue</b>	<b>\$ 64,988,439</b>	<b>\$ 3,404,960</b>	<b>\$ 25,537,986</b>	<b>39.3%</b>

City of Milford, Delaware  
 Legacy Expenditure Report: MTD and YTD Actual vs Annual Budget  
 For the YTD Period Ended October 31, 2024

*33.3% of Year Elapsed*

Fund / Account / Divisional Groupings	FY25 Budget, as Approved	MTD Actual	YTD Actual	YTD Actual as % of Annual Budget	Unexpended Balance
<b>General Fund</b>					
<b>City Administration</b>					
Personnel	\$ 642,713	\$ 18,465	\$ 156,781	24.4%	\$ 485,932
Operation & Maintenance (O&M)	188,916	5,457	59,161	31.3%	129,755
Capital	48,800	-	1,150	2.4%	47,650
<b>Subtotal: City Administration</b>	<b>880,429</b>	<b>23,923</b>	<b>217,092</b>	<b>24.7%</b>	<b>663,337</b>
<b>City Clerks</b>					
Personnel	285,163	3,310	45,096	15.8%	240,067
O&M	86,846	4,106	26,781	30.8%	60,065
Capital	-	-	-		-
<b>Subtotal: City Clerks</b>	<b>372,009</b>	<b>7,416</b>	<b>71,877</b>	<b>19.3%</b>	<b>300,132</b>
<b>Planning &amp; Zoning</b>					
Personnel	764,390	38,785	224,273	29.3%	540,117
O&M	165,112	18,644	40,934	24.8%	124,178
Capital	-	-	-		-
<b>Subtotal: Planning &amp; Zoning</b>	<b>929,502</b>	<b>57,429</b>	<b>265,207</b>	<b>28.5%</b>	<b>664,295</b>
<b>Council</b>					
Personnel	54,990	5,302	17,676	32.1%	37,314
Legal	35,150	2,500	13,965	39.7%	21,185
City Hall Building Expense	35,462	2,955	11,821	33.3%	23,641
Insurance	18,290	4,012	12,656	69.2%	5,634
Council Expense	40,000	1,020	14,333	35.8%	25,667
Codification	18,000	59	5,325	29.6%	12,675
Carlisle Fire Company	205,000	-	-	0.0%	205,000
Museum	40,000	-	-	0.0%	40,000
Downtown Milford, Inc.	50,000	-	-	0.0%	50,000
Milford Public Library	28,000	-	-	0.0%	28,000
Armory Expenses	20,000	2,986	10,156	50.8%	9,844
Community Festivals	65,000	-	35,000	53.8%	30,000
Election Expense	13,930	-	-	0.0%	13,930
Other O&M	79,890	-	-	0.0%	79,890
Resident Survey	25,000	-	-	0.0%	25,000
<b>Subtotal: Council</b>	<b>728,712</b>	<b>18,833</b>	<b>120,931</b>	<b>16.6%</b>	<b>607,781</b>

City of Milford, Delaware  
 Legacy Expenditure Report: MTD and YTD Actual vs Annual Budget  
 For the YTD Period Ended October 31, 2024

*33.3% of Year Elapsed*

Fund / Account / Divisional Groupings	FY25 Budget, as Approved	MTD Actual	YTD Actual	YTD Actual as % of Annual Budget	Unexpended Balance
<b>Finance</b>					
Personnel	721,260	35,287	217,438	30.1%	503,822
O&M	57,705	2,645	15,011	26.0%	42,694
Capital	-	-	-		-
<b>Subtotal: Finance</b>	<b>778,965</b>	<b>37,932</b>	<b>232,449</b>	<b>29.8%</b>	<b>546,516</b>
<b>Information Technology</b>					
Personnel	536,570	25,801	165,215	30.8%	371,355
O&M	405,476	1,273	151,401	37.3%	254,075
Capital	-	-	16,929		(16,929)
<b>Subtotal: Information Technology</b>	<b>942,046</b>	<b>27,074</b>	<b>333,545</b>	<b>35.4%</b>	<b>608,501</b>
<b>Police Department</b>					
Personnel	6,733,520	392,075	2,040,684	30.3%	4,692,836
O&M	1,301,310	160,334	436,195	33.5%	865,115
Capital	97,260	-	31,391	32.3%	65,869
Debt Service	640,048	29,414	87,913	13.7%	552,135
<b>Subtotal: Police Department</b>	<b>8,772,138</b>	<b>581,823</b>	<b>2,596,183</b>	<b>29.6%</b>	<b>6,175,955</b>
<b>Streets &amp; Grounds Division</b>					
Personnel	441,620	17,738	125,877	28.5%	315,743
O&M	585,177	104,913	208,511	35.6%	376,666
Capital	275,000	399	70,323	25.6%	204,677
<b>Subtotal: Streets &amp; Grounds Division</b>	<b>1,301,797</b>	<b>123,050</b>	<b>404,711</b>	<b>31.1%</b>	<b>897,086</b>
<b>Parks &amp; Recreation</b>					
Personnel	775,360	34,842	242,236	31.2%	533,124
O&M	709,070	103,634	234,107	33.0%	474,963
Capital	446,851	25,021	59,294	13.3%	387,557
<b>Subtotal: Parks &amp; Recreation</b>	<b>1,931,281</b>	<b>163,498</b>	<b>535,637</b>	<b>27.7%</b>	<b>1,395,644</b>
<b>Total General Fund Expenditures</b>	<b>\$ 16,636,879</b>	<b>\$ 1,040,978</b>	<b>\$ 4,777,632</b>	<b>28.7%</b>	<b>\$ 11,859,247</b>

City of Milford, Delaware  
 Legacy Expenditure Report: MTD and YTD Actual vs Annual Budget  
 For the YTD Period Ended October 31, 2024

*33.3% of Year Elapsed*

Fund / Account / Divisional Groupings	FY25 Budget, as Approved	MTD Actual	YTD Actual	YTD Actual as % of Annual Budget	Unexpended Balance
<b>Enterprise Funds:</b>					
<b>Water Division</b>					
Personnel	\$ 467,340	\$ 57,239	\$ 136,118	29.1%	\$ 331,222
O&M	1,893,512	123,936	453,583	24.0%	1,439,929
Transfer to General Fund	315,000	26,250	105,000	33.3%	210,000
Capital	666,386	20,223	146,320	22.0%	520,066
Debt Service	365,275	-	89,637	24.5%	275,638
<b>Subtotal: Water Division</b>	<b>3,707,513</b>	<b>227,648</b>	<b>930,658</b>	<b>25.1%</b>	<b>2,776,855</b>
<b>Sewer Division</b>					
Personnel	457,370	55,654	132,873	29.1%	324,497
O&M	1,511,092	82,954	333,024	22.0%	1,178,068
Transfer to General Fund	315,000	26,250	105,000	33.3%	210,000
Capital	2,504,373	42,664	170,919	6.8%	2,333,454
Debt Service	416,977	-	12,735	3.1%	404,242
<b>Subtotal: Sewer Division (excl. Kent County)</b>	<b>5,204,812</b>	<b>207,521</b>	<b>754,551</b>	<b>14.5%</b>	<b>4,450,262</b>
Kent County Sewer	2,863,851	247,899	1,081,949	37.8%	1,781,902
<b>Subtotal: Sewer Division (Comprehensive)</b>	<b>8,068,663</b>	<b>455,420</b>	<b>1,836,499</b>	<b>22.8%</b>	<b>6,232,164</b>
<b>Solid Waste Division</b>					
Personnel	440,130	24,029	149,303	33.9%	290,827
O&M	1,419,793	76,743	343,489	24.2%	1,076,304
Capital	595,311	3,241	426,626	71.7%	168,685
<b>Subtotal: Solid Waste Division</b>	<b>2,455,234</b>	<b>104,013</b>	<b>919,418</b>	<b>37.4%</b>	<b>1,535,816</b>
<b>Subtotal: Water, Sewer &amp; Solid Waste</b>	<b>14,231,410</b>	<b>787,081</b>	<b>3,686,575</b>	<b>25.9%</b>	<b>10,544,835</b>
<b>Electric Division</b>					
Personnel	1,931,680	183,723	564,346	29.2%	1,367,334
O&M	3,379,183	347,236	1,281,397	37.9%	2,097,786
Transfer to General Fund	3,942,000	328,500	1,314,000	33.3%	2,628,000
Capital	409,340	65,554	85,683	20.9%	323,657
Debt Service	320,315	-	-	0.0%	320,315
<b>Subtotal: Electric Division (excl. Power)</b>	<b>9,982,518</b>	<b>925,014</b>	<b>3,245,425</b>	<b>32.5%</b>	<b>6,737,093</b>
Power Purchased	24,137,632	1,760,792	8,448,319	35.0%	15,689,313
<b>Subtotal: Electric Division (Comprehensive)</b>	<b>34,120,150</b>	<b>2,685,805</b>	<b>11,693,745</b>	<b>34.3%</b>	<b>22,426,405</b>
<b>Total Enterprise Fund Expenditures</b>	<b>\$ 48,351,560</b>	<b>\$ 3,472,886</b>	<b>\$ 15,380,320</b>	<b>31.8%</b>	<b>\$ 32,971,241</b>
<b>Grand Total Operating Budget</b>	<b>\$ 64,988,439</b>	<b>\$ 4,513,864</b>	<b>\$ 20,157,951</b>	<b>31.0%</b>	<b>\$ 44,830,488</b>

City of Milford, Delaware  
 Legacy Interservice Department Expenditures: MTD and YTD Actual vs Annual Budget  
 For the YTD Period Ended October 31, 2024

*33.3% of Year Elapsed*

Account / Divisional Groupings	FY25 Budget, as Approved	MTD Actual	YTD Actual	YTD Actual as % of Annual Budget	Unexpended Balance
<b>Interservice Departments</b>					
<b>Garage</b>					
Personnel	\$ 194,220	\$ 9,675	\$ 59,755	30.8%	\$ 134,465
Operation & Maintenance (O&M)	126,444	11,809	58,444	46.2%	68,000
Capital	-	-	-		-
<b>Subtotal: Garage</b>	<b>320,664</b>	<b>21,484</b>	<b>118,199</b>	<b>36.9%</b>	<b>202,465</b>
<b>Public Works</b>					
Personnel	877,190	31,961	260,573	29.7%	616,617
O&M	296,460	48,961	138,486	46.7%	157,974
Capital	-	-	-		-
<b>Subtotal: Public Works</b>	<b>1,173,650</b>	<b>80,923</b>	<b>399,059</b>	<b>34.0%</b>	<b>774,591</b>
<b>Tech Services</b>					
Personnel	336,620	16,574	103,621	30.8%	232,999
O&M	501,615	63,381	191,861	38.2%	309,754
Capital	-	-	-		-
<b>Subtotal: Tech Services</b>	<b>838,235</b>	<b>79,955</b>	<b>295,482</b>	<b>35.3%</b>	<b>542,753</b>
<b>Billing &amp; Collections</b>					
Personnel	917,260	51,698	277,571	30.3%	639,689
O&M	423,510	44,513	144,031	34.0%	279,479
Capital	-	-	-		-
<b>Subtotal: Billing &amp; Collections</b>	<b>1,340,770</b>	<b>96,211</b>	<b>421,602</b>	<b>31.4%</b>	<b>919,168</b>
<b>City Hall Cost Allocation</b>					
O&M	83,440	1,989	35,036	42.0%	48,404
Capital	-	-	-		-
<b>Subtotal: City Hall Cost Allocation</b>	<b>83,440</b>	<b>1,989</b>	<b>35,036</b>	<b>42.0%</b>	<b>48,404</b>
<b>Interdepartmental Cost Allocation</b>	<b>\$ (3,756,759)</b>	<b>\$ (280,562)</b>	<b>\$ (1,269,377)</b>	<b>33.8%</b>	<b>\$ (2,487,382)</b>
<b>Net Interdepartmental Costs<sup>1</sup></b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ -</b>

<sup>1</sup>All costs reported here are allocated to and entirely funded by the various departments that use the services provided internally by these shared departments.



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

PHONE 302.422.1111  
FAX 302.424.3553  
www.cityofmilford.com

TO: Mayor and City Council  
FROM: Mark Whitfield, City Manager  
DATE: November 25, 2024  
RE: Milford Corporate Center – Phase I Onsite & Phase I Offsite  
Bid Award – George & Lynch, Inc.

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### **Project History & Background**

On February 14, 2022, City Council authorized the execution of a Memorandum of Understanding (MOU) with Tsionas Management Company, Inc and NAI Emory Hill Real Estate Services, Inc. for the development of the Milford Corporate Center. Phase I of the MOU included professional assistance with the development of a concept master plan and evaluation of off-site improvements.

On February 28, 2022, City Council authorized the execution of a contract for engineering services to Becker Morgan Group to produce a concept master plan for the Milford Corporate Center.

On August 8, 2022, City Council reviewed the preliminary concept plan. The preliminary site plan was reviewed by the State of Delaware through the Preliminary Land Use Service (PLUS) process in August of 2022.

On August 25, 2022, the City was awarded \$100,000 from the Delaware Economic Development Authority a Delaware Site Readiness Fund Program grant to develop a concept master plan, traffic impact study, and engineering design for phase 1 of the Milford Corporate Center.

A public workshop was held on September 27, 2022 to gather feedback from the community.

On October 10, 2022, City Council reviewed the final concept master plan and authorized engineering service contracts with Becker Morgan Group in the amounts of \$210,000 and \$313,000 for the design and permitting of onsite construction improvements and anticipated DelDOT road and right-of-way improvements.

On November 16, 2022, the City was awarded \$2,766,799.89 from the State of Delaware Transportation Infrastructure Investment Fund (TIIF) for the construction of the two site entrances and right-of-way improvements along Milford-Harrington Highway and Canterbury Road.

On November 28, 2022, City Council authorized an amendment to the engineering agreement with Becker Morgan Group in the amount of \$28,000 for the preparation of a Traffic Impact Study (TIS).

On January 19, 2023, the City was awarded \$1,000,000 from the Delaware Economic Development Authority a Delaware Site Readiness Fund Program grant to design and construct the Milford Corporate Center. The grant is a 50% reimbursement of incurred costs.

On January 23, 2023, City Council authorized the appropriation of \$32,000 from General Fund Reserves to cover the costs associated with anticipated third-party expenses related to environmental services, geotechnical services and other anticipated reimbursable expenses associated with the design of the Milford Corporate Center.

On August 14, 2023, City Council authorized the execution of a contract for engineering services to KCI Technologies, Inc for the design of the regional sanitary sewer pumping station associated with the Milford Corporate Center in the amount of \$56,000.

On April 2, 2024, the City was awarded \$2,283,730.37 from the State of Delaware TIF to cover the costs associated with the design and construction of additional transportation off-site improvements required by the State of Delaware Department of Transportation (DelDOT) as a result of the completed TIS.

On May 13, 2024, City Council authorized the execution of a contract for bid and construction phase services to KCI Technologies in an amount not to exceed \$268,680. City Council also authorized the execution of a contract for supplementary bid and construction phase services to Becker Morgan Group in an amount not to exceed \$48,000.

On May 13, 2024, City Council authorized the execution of a contract for engineering services to Becker Morgan Group in the amount of \$180,500 for the design of off-site transportation improvements required by DelDOT. City Council also authorized the execution of a contract with Becker Morgan Group in the amount of \$5,500 for the preparation of as-built surveys associated with the construction improvements within the DelDOT right-of-way.

### **Phase I Onsite & Phase I Offsite Bid Award – George & Lynch, Inc.**

In September 2024, the City solicited public bids for the construction of phase I onsite and offsite improvements for the Milford Corporate Center project (see enclosed map for scope area). The City held a bid opening on October 16, 2024 at City Hall and received two sealed bids. Enclosed is a bid evaluation and recommendation from KCI Technologies who assisted the City with the bid preparation, advertisement and review. Bids were received from George & Lynch, Inc. and Kinsley Construction with George & Lynch being the low bidder at an amount of \$17,990,784.19.

KCI and Becker Morgan Group utilized the unit prices from the George & Lynch bid tabulation to estimate the cost of the remaining onsite improvements under Phases II & III in order to prepare an updated project estimate as shown in Table 1 below. The table excludes costs associated with electric infrastructure, which would need to be designed and installed once lots are sold due to variability in electric demand needs.

Table 1 – Updated Project Cost Estimate

Land Acquisition	\$6,380,000.00
Phase I Onsite & Phase I Offsite	\$17,990,784.19
Phase II & III Onsite (projection)	\$6,333,592.28
Phase II Offsite (estimate)	\$2,283,730.37
Design (3.5% of construction)	\$929,500.00
Construction Admin & Inspection (2% of construction costs)	\$589,680.00
Utility Advances (natural gas, telecommunications)	\$300,000.00
<b>Total Project Cost</b>	<b>\$34,807,286.84</b>
TIIF & Site Readiness Grants	\$6,150,530.26
<b>Total Project Less Grant</b>	<b>\$28,656,756.58</b>

Enclosed is a copy of the FY25 5-Year Capital Improvement Plan (CIP) project sheet for the Milford Corporate Center. The project is approximately \$6 million over the 2022 construction estimate that was prepared during the preliminary engineering phase. The City will be submitting a request to the State of Delaware Division of Small Business and the Delaware Prosperity Partnership (DPP) for an additional \$1.4 million in Site Readiness funding and will be submitting a TIIF amendment request to the State of Delaware Department of Transportation for additional funding to cover overages associated with the offsite transportation improvements. Additional funding from the Site Readiness and TIIF programs is not guaranteed but there is a strong possibility of receiving additional grant funding.

There are approximately 147 sellable acres within the Milford Corporate Center. Under the current projected cost conditions, the City would need to sell the land for \$195,000 per acre to break even. Emory Hill believes the market value of the land is between \$225,000 and \$250,000 per acre. If additional grants are awarded to the City, the breakeven cost per acre would be approximately \$170,000.

**Staff recommend City Council award the Milford Corporate Center Phase I Onsite and Phase I Offsite contract to George & Lynch, Inc. in the amount of \$17,990,785 utilizing funding approved in the FY25 capital budget with \$1,749,494 from water fund reserves, \$3,449,268 from water impact fees, \$3,910,621 from sewer impact fees, \$1,430,871 from electric reserves, \$1,300,000 from Realty Transfer Tax (RTT) reserves, and \$6,150,531 in combined Site Readiness Grants and DelDOT TIIF Grants, which will be prefunded with a combination of general fund operating cash, RTT reserves, electric reserves, and short-term, construction-period financing, neither of which will exceed \$2,000,000 individually. All project costs related to the acquisition, development and sale of Milford Corporate Center lots, net of all grant funding received for the specific purpose of offsetting project costs, shall be recovered through lot sales and returned on a pro rata basis to the internal funding sources leveraged to support such project costs.**

**PROJECT NO:** 3MCC (ROLLUP)  
**PROJECT TITLE:** Milford Corporate Center

**FUNDING SUMMARY:**

\*Prior Authorized Balance includes 2023 & 2024 carryover funding only.

	2025	2026	2027	2028	2029	Total 5 Year
New Funding:	\$ 6,300,000	\$ 2,600,000	\$ 1,700,000	\$ 386,066	\$ -	\$ 10,986,066
*Prior Authorized Balance:	8,900,000	-	-	-	-	8,900,000
2025-2029 Funding:	\$ 15,200,000	\$ 2,600,000	\$ 1,700,000	\$ 386,066	\$ -	\$ 19,886,066



**PROJECT STATUS:** In Progress (with end date)

CAPITAL BUDGET - PROJECT DETAIL	
DEPARTMENT:	Economic Development
DIVISION:	
FUND:	
PROJECT LOCATION:	Intersection of Routes 14 and 15
PROJECT PRIORITY:	1 - Highest Priority Level Project underway and must be completed
COMPREHENSIVE DEVELOPMENT PLANNING VISION ELEMENT:	Not Applicable

**DESCRIPTION & JUSTIFICATION:**

Development of 182+/- acres into an industrial park. Includes the construction of water, sewer, electric, internal streets, DeIDOT improvements and landscaping.



SUMMARY OF PROJECT DATA	
First Year in Program:	2022
Est. Completion Date:	
Est. Useful Life (in years):	
Est. Total Cost:	\$ 26,813,934
Est. Spend @ 6/30/2024 (if underway) <sup>1</sup> :	\$ 7,313,934
% Complete (if underway):	
Balance to be funded <sup>1</sup> :	\$ 19,500,000

<sup>1</sup> For ongoing projects, we must estimate total spent since inception through current year to derive the balance to be funded thereafter.

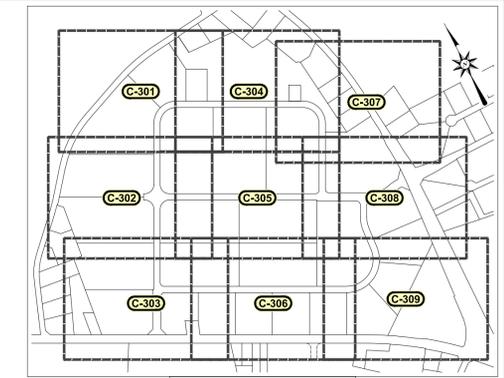
PROJECT COST BY CATEGORY		
CLASSIFICATION	ACCOUNT NUMBER	AMOUNT
Labor:		\$ -
Materials:		\$ -
Other Contracts:		\$ 19,500,000
<b>TOTAL PROJECT COST</b>		<b>\$ 19,500,000</b>

<sup>2</sup> Council is not required to authorize budget year funding for this portion, but this portion of the project will indeed represent a cash outflow in the budget year and/or "out years."

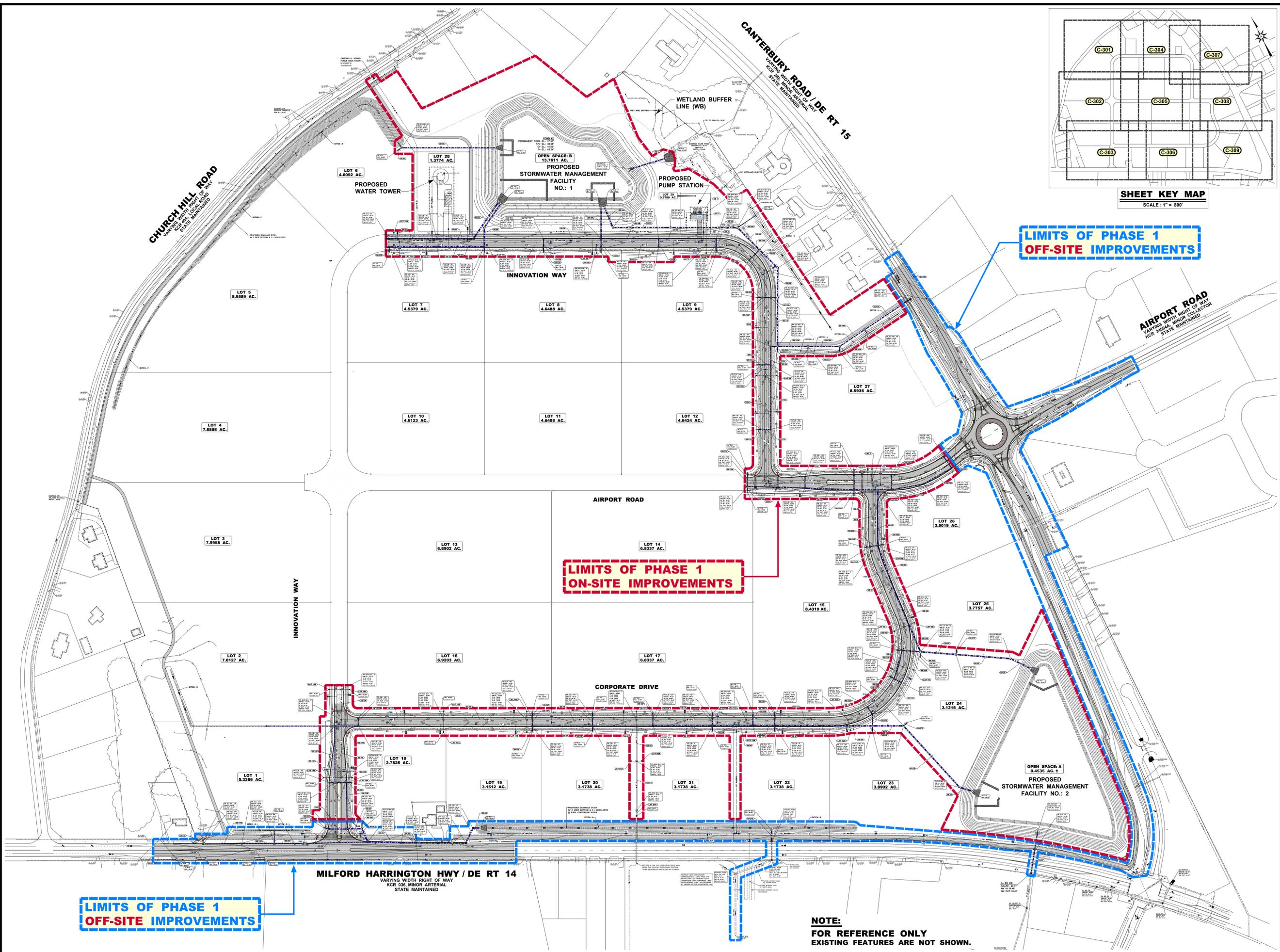


**MILFORD CORPORATE CENTER**  
 "Route 14 & 15 Intersection"
 


PROJECT FINANCING BY PLAN YEAR										
SOURCE OF FUNDS:	Prior Authorized <sup>2</sup>	Actual Funds Utilized as of 6/30/24	Estimated Expenditures 07/01/23 - 06/30/24	Estimated Authorized Balance <sup>2</sup> 06/30/24	2025	2026	2027	2028	2029	TOTAL 5 Year CIP
INFRA PLANNING & SITE RDY GRANTS	\$1,100,000	\$100,000	\$ -	\$ 1,000,000	\$-	\$-	\$-	\$-	\$-	\$ 1,000,000
WATER RESERVES	7,042,115	6,748,653	293,462	-	1,500,000	-	-	-	-	1,500,000
WATER IMPACT FEES	1,201,288	-	101,288	1,100,000	2,350,000	750,000	500,000	-	-	2,766,800
SEWER IMPACT FEES	1,500,000	-	50,000	1,450,000	2,350,000	950,000	600,000	-	-	3,900,000
ELECTRIC IMPACT FEES	320,000	-	20,000	300,000	100,000	900,000	600,000	386,066	-	1,986,066
TIIF GRANT	2,766,800	-	531	2,766,269	-	-	-	-	-	-
TIIF GRANT ADDENDUM	2,283,731	-	-	2,283,731	-	-	-	-	-	-
OTHER	-	-	-	-	-	-	-	-	-	-
<b>TOTAL:</b>	<b>\$ 16,213,934</b>	<b>\$ 6,848,653</b>	<b>\$ 465,281</b>	<b>\$ 8,900,000</b>	<b>\$ 6,300,000</b>	<b>\$ 2,600,000</b>	<b>\$ 1,700,000</b>	<b>\$ 386,066</b>	<b>\$ -</b>	<b>\$ 19,886,066</b>
<b>ESTIMATED ANNUAL COST OF OPERATING / MAINTAINING PROJECT OR ASSET</b>			<b>OPERATING IMPACT:</b>		<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>TOTAL</b>
			INCREMENTAL COSTS (NET SAVINGS)							\$ -



**SHEET KEY MAP**  
SCALE: 1" = 800'



**LIMITS OF PHASE 1 OFF-SITE IMPROVEMENTS**

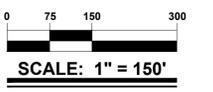
**LIMITS OF PHASE 1 ON-SITE IMPROVEMENTS**

**LIMITS OF PHASE 1 OFF-SITE IMPROVEMENTS**

**NOTE:**  
FOR REFERENCE ONLY  
EXISTING FEATURES ARE NOT SHOWN.

PROJECT TITLE  
**MILFORD CORPORATE CENTER**  
MILFORD HARRINGTON HWY. & CANTERBURY ROAD  
CITY OF MILFORD  
KENT COUNTY DELAWARE

SHEET TITLE  
**PHASE 1 BIDDING KEY PLAN**



ISSUE	BLOCK	DATE	DESCRIPTION
6	06-20-24	ISSUED FOR BID	
5	05-21-24	CITY OF MILFORD - FINAL PLANS	
4	03-01-24	REVISED PER AGENCY COMMENTS	
3	02-16-24	REVISED PER AGENCY COMMENTS	
2	01-22-24	REVISED PER AGENCY COMMENTS	
1	12-15-23	REVISED PER AGENCY COMMENTS	

MARK DATE DESCRIPTION  
LAYER DATE (C-300-01)

PROJECT NO.: 2022083.00  
DATE: 2024-06-20  
SCALE: AS SHOWN  
DRAWN BY: M.A.R. PROJ. MGR.: J.S.F.

**C-300-PH1**  
SHEET  
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ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

614 N. Dupont Highway • Dover, DE 19901 • Phone 302-747-5999

November 4, 2024

City Of Milford  
180 Vickers Drive  
Milford, DE 19963

Attention: James Puddicombe – City Engineer

**Subject: Milford Corporate Center Project – Bid Evaluation**  
KCI Job No. 00012218\_00001

Dear Mr. Puddicombe,

The City of Milford solicited proposals for construction of Phase 1 of the Milford Corporate Center project. The scope of work on the proposed project incorporates the construction of “on-site” and “off-site” land planning and site improvements. This includes site grading, clearing & grubbing, erosion & sediment control, stormwater management, utility installation (water, sanitary sewer, storm drain), sewage pump station, force main, curb, sidewalk, roadways, final restoration, and associated work.

Two (2) sealed bids were received at Milford City Hall on October 16, 2024, before the 1:30pm deadline. The proposals from Kinsley Construction and George & Lynch, Inc. have been reviewed for compliance and responsiveness to the bid requirements. Both bidders provided all documents required to fulfill the minimum bid requirements and have been found to be responsive and are eligible for consideration for the project.

George & Lynch Inc. submitted a bid of \$17,990,784.19 while Kinsley Construction’s bid was \$19,714,109.90, approximately 9.6% higher than the low bid. A tabulation of the bids received is attached to show all bid items. Focusing on the low bid for George & Lynch shows the following breakdown of costs:

Phase 1 “Onsite Improvements” - \$13,449,597.21  
Phase 1 “Offsite Improvements” - \$4,541,186.98

The engineer’s estimate for all “Onsite Improvements” from 2023 was \$14,346,044.97. For comparison, using the bid pricing from George & Lynch and extrapolating for the future Phase 2 and 3, the total onsite improvement costs is estimated to be \$19,783,189.49.

The engineer’s estimate for Route 14 and Route 15 (Airport Road) “Offsite Improvements” from 2022 was \$2,333,454.44. The additional costs of the offsite improvements is due to additional requirements identified during the design and permitting process. It is our understanding that the additional costs will be incorporated into an amended TIIF grant.

In summary, based on our review of the bids received, we believe the bid provided by George & Lynch to be reasonable and generally aligned with current construction pricing in the region. George & Lynch is a reputable, well-qualified, and local construction firm who is well suited to perform the work proposed. If the total costs are

*Employee-Owned Since 1988*

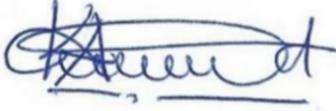
Milford Corporate Center  
Bid Evaluation  
November 4, 2024

found to be acceptable by the City in the context of the overall project, we recommend accepting the bid as submitted.

Please contact Kevin Nyamumbo at 302-318-1130 if you have any questions.

Sincerely,

**KCI Technologies, Inc.**

A handwritten signature in blue ink, appearing to read "Kevin Nyamumbo", with a horizontal line underneath.

Kevin Nyamumbo, P.E.  
Project Manager

A handwritten signature in blue ink, appearing to read "Daniel String", with a horizontal line underneath.

Daniel String, P.E.  
Practice Leader

Encl: Certified Bid Tab

MILFORD CORPORATE CENTER - BID TABULATION							
PHASE 1 - ON-SITE							
Item Number	QTY	Unit	Description	Contractor Name: George & Lynch, Inc. Address: 150 Lafferty Lane, Dover, DE, 19901		Contractor Name: Kinsley Construction LLC Address: 30512 Thorogoods Road, Dagsboro, DE 19939	
				Unit Price	Extended Price	Unit Price	Extended Price
<b>SECTION A - GENERAL</b>							
1	1	LS	Mobilization / Demobilization (Max 3% of Total Bid)	\$ 539,000.00	\$ 539,000.00	\$ 467,630.69	\$ 467,630.69
2	1	LS	Erosion & Sediment Control	\$ 236,000.00	\$ 236,000.00	\$ 512,920.52	\$ 512,920.52
3	1	LS	Clearing & Grubbing & Removal of Obstructions	\$ 50,000.00	\$ 50,000.00	\$ 34,076.40	\$ 34,076.40
4.1	1	LS	Bulk Grading - Stormwater Management Areas (E&S Phase 1) Includes all grading for stormwater management areas and conveyance ditches	\$ 675,000.00	\$ 675,000.00	\$ 575,562.69	\$ 575,562.69
4.2	1	LS	Bulk Grading - Stormwater Management Areas (E&S Phase 2) Includes all grading for stormwater management areas and conveyance ditches	\$ 481,000.00	\$ 481,000.00	\$ 499,382.89	\$ 499,382.89
4.3	1	LS	Bulk Grading - Stormwater Management Areas (E&S Phase 3) Includes all grading for stormwater management areas and conveyance ditches	\$ 275,000.00	\$ 275,000.00	\$ 127,997.61	\$ 127,997.61
5*	1	LS	Final Grade, Topsoil, Seed, Stabilize & Restore Disturbed Areas	\$ 320,300.00	\$ 320,300.00	\$ 384,174.73	\$ 384,174.73
6.1*	1	LS	Rock Outlet Protection (R-4)	\$ 31,800.00	\$ 31,800.00	\$ 88,898.04	\$ 88,898.04
6.2*	1	LS	Rock Outlet Protection (R-5)	\$ 16,000.00	\$ 16,000.00	\$ 19,247.49	\$ 19,247.49
7	983	LF	Gabion Fence Forebay - Includes Fence complete, geotextile fabric, R4 Rip-Rap Stone Fill	\$ 100.75	\$ 99,037.25	\$ 138.20	\$ 135,850.60
8	214	LF	Pump Station 6' Chain Link Fence	\$ 63.50	\$ 13,589.00	\$ 98.93	\$ 21,171.02
<b>SUBTOTAL</b>					\$ 2,736,726.25		\$ 2,866,912.68
<b>SECTION B - ROADWAYS</b>							
<b>INNOVATION WAY</b> (Station 1+00.00' - 6+00.00') / (23+09.00' - 44+81.74')							
<b>AIRPORT ROAD</b> (Station 16+35.00' - 24+17.17')							
<b>CORPORATE DRIVE</b> (Station 0+00.00' - 28+81.30')							
1	1	LS	Earth Work - Including clearing, grubbing, excavation, disposal of material and installation of select fill to sub-grade. Earthwork shall include removal of up to 12" of organic material and an approved fill material to bring the subgrade up to the bottom of the proposed GABC sub-base base elevations.	\$ 150,000.00	\$ 150,000.00	\$ 76,576.73	\$ 76,576.73
2	23,804	SY	Road Section - Complete - Includes Geotextile Fabric, 8" GABC Type "B", 6" Superpave Type "B" Base, 2" Superpave Type "C" Surface	\$ 70.50	\$ 1,678,182.00	\$ 79.70	\$ 1,897,178.80
3	12,290	LF	I.P.C.C. Curb & Gutter Type 3-6 - Includes Curb & Graded Aggregate Base - Complete in Place	\$ 24.17	\$ 297,049.30	\$ 37.57	\$ 461,735.30
4	990	LF	I.P.C.C. Curb Type 2 - Includes Curb & Graded Aggregate Base - Complete in Place	\$ 33.31	\$ 32,976.90	\$ 50.84	\$ 50,331.60

Item Number	QTY	Unit	Description	Contractor Name: George & Lynch, Inc. Address: 150 Lafferty Lane, Dover, DE, 19901		Contractor Name: Kinsley Construction LLC Address: 30512 Thorogoods Road, Dagsboro, DE 19939	
				Unit Price	Extended Price	Unit Price	Extended Price
5	5,900	SY	P.C.C. Sidewalk (5' Wide, 4" Thick Concrete) - Includes Concrete Sidewalk, Ramps, Truncated Domes and Graded Aggregate Base - Complete in Place	\$ 108.54	\$ 640,386.00	\$ 108.89	\$ 642,451.00
6	3,025	SY	Shared-Use Path (10' Wide, 2" Thick Superpave Type "C") - Includes Concrete Sidewalk, Ramps, Truncated Domes and Graded Aggregate Base - Complete in Place	\$ 53.08	\$ 160,567.00	\$ 40.63	\$ 122,905.75
7	1	LS	Roadway Signage - Includes all signs - Complete in Place	\$ 7,315.00	\$ 7,315.00	\$ 13,232.35	\$ 13,232.35
8	1	LS	Roadway Striping - Includes all Striping - Complete in Place	\$ 11,400.00	\$ 11,400.00	\$ 19,848.53	\$ 19,848.53
9	23	SY	P.C.C. Driveway Aprons @ Water Tower and Pump Station (20' Wide, 5' Long, 6" Thick Concrete) Includes Concrete Driveway Apron and 6" of Graded Aggregate Base - Complete in Place	\$ 151.00	\$ 3,473.00	\$ 416.44	\$ 9,578.12
<b>SUBTOTAL</b>				\$	2,981,349.20	\$	3,293,838.18
<b>SECTION C - WATER SYSTEM IMPROVEMENTS</b>							
1	6,663	LF	10" Dia. PVC C900 SDR-18 Water Main (Includes All Bends, Fittings, Thrust Blocks, Tracer Wire, Testing, etc.)	\$ 96.20	\$ 640,980.60	\$ 97.58	\$ 650,175.54
2	30	EA	10" Dia. Water Service - Complete - 10"x10"x10" Tee, 10" Service to Right-of Way Line, One 10" Valve & Valve Boxes and Cap for Future Extension	\$ 12,350.00	\$ 370,500.00	\$ 10,789.55	\$ 323,686.50
3	21	EA	10" Gate Valve with Valve Box (Division Valves)	\$ 5,530.00	\$ 116,130.00	\$ 4,860.21	\$ 102,064.41
4	11	EA	Fire Hydrant City of Milford Spec - (Fire hydrant, 10"x10"x6" Hydrant Tee, 6" Ductile Class 52 Hydrant Lead & 6" Valve w/ Valve Box)	\$ 14,220.00	\$ 156,420.00	\$ 14,715.90	\$ 161,874.90
5	1	EA	10" Dia. Water Service to Storage Tank - 10"x10"x10" Tee, 10" Service to Right-of Way Line, 10" Valve & Valve Box and Cap for Future Extension to Storage Tank	\$ 11,550.00	\$ 11,550.00	\$ 10,650.77	\$ 10,650.77
6	2	EA	1" Dia. Water Service (Pump Station and Lands of Belle) 1" Tap, 1 Corporations Stop, 1" Service to Right-of Way Line, Curb Stop w/ Valve Box & Cap for Future Extension to Pump Station and Residential Parcel	\$ 4,925.00	\$ 9,850.00	\$ 32,462.48	\$ 64,924.96
7	3	EA	2" Temporary Blow-Off Valve Assembly at limits of phasing termination	\$ 2,400.00	\$ 7,200.00	\$ 8,097.48	\$ 24,292.44
<b>SUBTOTAL</b>				\$	1,312,630.60	\$	1,337,669.52
<b>SECTION D - SANITARY SEWER SYSTEM</b>							
1	24	EA	5-Ft. Dia. Standard Precast Sewer Manhole - Including Frame & Cover, Complete in Place (See MH Schedules)	\$ 15,075.00	\$ 361,800.00	\$ 16,525.76	\$ 396,618.24
2	1,523	LF	10" Dia. SDR-26 PVC Sanitary Sewer Main (See Pipe Schedules)	\$ 244.20	\$ 371,916.60	\$ 229.85	\$ 350,061.55
3	1,805	LF	10" Dia. Ductile Iron Sanitary Sewer Main (See Pipe Schedules)	\$ 521.75	\$ 941,758.75	\$ 376.16	\$ 678,968.80
4	2,867	LF	8" Dia. SDR-26 PVC Sanitary Sewer Main (See Pipe Schedules)	\$ 192.03	\$ 550,550.01	\$ 193.94	\$ 556,025.98

Item Number	QTY	Unit	Description	Contractor Name: George & Lynch, Inc. Address: 150 Lafferty Lane, Dover, DE, 19901		Contractor Name: Kinsley Construction LLC Address: 30512 Thorogoods Road, Dagsboro, DE 19939	
				Unit Price	Extended Price	Unit Price	Extended Price
5*	70	LF	8" Dia. Ductile Iron Sanitary Sewer Main (See Pipe Schedules)	\$ 550.00	\$ 38,500.00	\$ 343.99	\$ 24,079.30
6	30	EA	8" Dia. SDR26 PVC Sanitary Lateral Service, 8" Cleanout with 8" Stub and Plug for Future Extension	\$ 9,385.00	\$ 281,550.00	\$ 13,465.94	\$ 403,978.20
7	1,690	LF	8" Dia. Ductile Iron Sanitary Sewer Force Main - Includes Misc. System Fittings and Connection to county F.M.	\$ 223.30	\$ 377,377.00	\$ 261.64	\$ 442,171.60
8	1	LS	Pump Station - Complete - Includes Wet Well, Pumps, Valves, Pressure Piping, Flow Meter, Ventilation Blower, Bypass Connection	\$ 674,000.00	\$ 674,000.00	\$ 776,757.42	\$ 776,757.42
9	1	LS	Pump Station Electrical & Controls including pump wiring, electrical service connection	\$ 179,300.00	\$ 179,300.00	\$ 215,687.35	\$ 215,687.35
10	1	LS	Generator Set including Automatic Transfer Switch and wiring complete	\$ 70,200.00	\$ 70,200.00	\$ 88,656.76	\$ 88,656.76
<b>SUBTOTAL</b>					\$ 3,846,952.36		\$ 3,933,005.20
<b>SECTION E - STORM DRAIN SYSTEM "A"</b>							
1	7	EA	6-Ft. Dia. Standard Precast Storm Sewer Manhole, Including Frame & Cover, Complete in Place	\$ 9,060.00	\$ 63,420.00	\$ 10,252.31	\$ 71,766.17
2	3	EA	5-Ft. Dia. Standard Precast Storm Sewer Manhole, Including Frame & Cover, Complete in Place	\$ 6,605.00	\$ 19,815.00	\$ 8,768.40	\$ 26,305.20
3	2	EA	72"x48" Standard Precast Catch Basin, Including Frame & Grate, Complete in Place	\$ 8,200.00	\$ 16,400.00	\$ 10,503.80	\$ 21,007.60
4	2	EA	34"x24" Standard Precast Catch Basin, Including Frame & Grate, Complete in Place	\$ 5,445.00	\$ 10,890.00	\$ 7,861.63	\$ 15,723.26
5	6	EA	48"x48" Standard Precast Catch Basin, Including Frame & Grate, Complete in Place	\$ 7,100.00	\$ 42,600.00	\$ 8,523.25	\$ 51,139.50
6	86	LF	42" Dia. Class III Reinforced Concrete Pipe	\$ 282.00	\$ 24,252.00	\$ 410.83	\$ 35,331.38
7	569	LF	42" Dia. Polypropylene Pipe (HP Storm)	\$ 194.00	\$ 110,386.00	\$ 245.46	\$ 139,666.74
8	378	LF	36" Dia. Polypropylene Pipe (HP Storm)	\$ 151.00	\$ 57,078.00	\$ 209.88	\$ 79,334.64
9	92	LF	30" Dia. Polypropylene Pipe (HP Storm)	\$ 148.00	\$ 13,616.00	\$ 159.92	\$ 14,712.64
10	966	LF	24" Dia. Polypropylene Pipe (HP Storm)	\$ 97.00	\$ 93,702.00	\$ 112.22	\$ 108,404.52
11	0	LF	24" Dia. Class III Reinforced Concrete Pipe	N/A		N/A	
12	20	LF	18" Dia. Polypropylene Pipe (HP Storm)	\$ 77.00	\$ 1,540.00	\$ 123.63	\$ 2,472.60
13	173	LF	15" Dia. Polypropylene Pipe (HP Storm)	\$ 62.00	\$ 10,726.00	\$ 78.04	\$ 13,500.92
14	1	LS	Fittings - Flared End Sections, Pipe Caps	\$ 13,550.00	\$ 13,550.00	\$ 42,034.34	\$ 42,034.34
<b>SUBTOTAL</b>					\$ 477,975.00		\$ 621,399.51
<b>SECTION F - STORM DRAIN SYSTEM "B"</b>							

Item Number	QTY	Unit	Description	Contractor Name: George & Lynch, Inc. Address: 150 Lafferty Lane, Dover, DE, 19901		Contractor Name: Kinsley Construction LLC Address: 30512 Thorogoods Road, Dagsboro, DE 19939	
				Unit Price	Extended Price	Unit Price	Extended Price
1	8	EA	48"x48" Standard Precast Catch Basin, Including Frame & Grate, Complete in Place	\$ 8,165.00	\$ 65,320.00	\$ 8,523.24	\$ 68,185.92
2	120	LF	30" Dia. Class III Reinforced Concrete Pipe	\$ 165.00	\$ 19,800.00	\$ 291.66	\$ 34,999.20
3	780	LF	24" Dia. Polypropylene Pipe (HP Storm)	\$ 106.00	\$ 82,680.00	\$ 216.26	\$ 168,682.80
4	30	LF	15" Dia. Polypropylene Pipe (HP Storm)	\$ 97.00	\$ 2,910.00	\$ 106.89	\$ 3,206.70
5	1	LS	Misc. Fittings - Flared End Sections, Pipe Caps	\$ 5,575.00	\$ 5,575.00	\$ 9,382.07	\$ 9,382.07
<b>SUBTOTAL</b>					\$ 176,285.00		\$ 284,456.69
<b>SECTION G - STORM DRAIN SYSTEM "C"</b>							
1	2	EA	72"x72" Standard Precast Catch Basin, Including Frame & Grate, Complete in Place	\$ 10,000.00	\$ 20,000.00	\$ 12,753.30	\$ 25,506.60
2	1	EA	66"x66" Standard Precast Catch Basin, Including Frame & Grate, Complete in Place	\$ 15,000.00	\$ 15,000.00	\$ 11,860.10	\$ 11,860.10
3	164	LF	48" Dia. Class III Reinforced Concrete Pipe	\$ 304.00	\$ 49,856.00	\$ 476.14	\$ 78,086.96
4	309	LF	48" Dia. Polypropylene Pipe (HP Storm)	\$ 235.00	\$ 72,615.00	\$ 362.71	\$ 112,077.39
5	1	LS	Misc. Fittings - Flared End Sections, Pipe Caps	\$ 3,960.00	\$ 3,960.00	\$ 3,458.10	\$ 3,458.10
<b>SUBTOTAL</b>					\$ 161,431.00		\$ 230,989.15
<b>SECTION H - STORM DRAIN SYSTEM "D"</b>							
1	1	EA	6-Ft. Dia. Standard Precast Storm Sewer Manhole, Including Frame & Cover, Complete in Place	\$ 11,188.00	\$ 11,188.00	\$ 11,975.24	\$ 11,975.24
2	2	EA	66"x66" Standard Precast Catch Basin, Including Frame & Grate, Complete in Place	\$ 13,000.00	\$ 26,000.00	\$ 7,906.75	\$ 15,813.50
3	107	LF	42" Dia. Class III Reinforced Concrete Pipe	\$ 285.00	\$ 30,495.00	\$ 429.97	\$ 46,006.79
4	417	LF	42" Dia. Polypropylene Pipe (HP Storm)	\$ 202.00	\$ 84,234.00	\$ 305.91	\$ 127,564.47
5	40	LF	24" Dia. Polypropylene Pipe (HP Storm)	\$ 195.00	\$ 7,800.00	\$ 109.70	\$ 4,388.00
6	1	LS	Fittings - Flared End Sections, Pipe Caps	\$ 5,660.00	\$ 5,660.00	\$ 7,866.79	\$ 7,866.79
<b>SUBTOTAL</b>					\$ 165,377.00		\$ 213,614.79
<b>SECTION I - STORM DRAIN SYSTEM "E"</b>							
1	2	EA	72"x48" Standard Precast Catch Basin, Including Frame & Grate, Complete in Place	\$ 7,855.00	\$ 15,710.00	\$ 10,503.80	\$ 21,007.60
2	0	EA	66"x66" Standard Precast Catch Basin, Including Frame & Grate, Complete in Place	N/A		N/A	
3	3	EA	48"x48" Standard Precast Catch Basin, Including Frame & Grate, Complete in Place	\$ 6,485.00	\$ 19,455.00	\$ 8,523.25	\$ 25,569.75
4	1	EA	48"x48". Standard Precast Storm Sewer Manhole, Including Frame & Cover, Complete in Place	\$ 6,953.00	\$ 6,953.00	\$ 7,793.50	\$ 7,793.50
5	0	LF	29"x45" Horiz. Elliptical Class III Reinforced Concrete Pipe	N/A		N/A	
6	168	LF	30" Dia. Polypropylene Pipe (HP Storm)	\$ 131.00	\$ 22,008.00	\$ 191.48	\$ 32,168.64
7	288	LF	24" Dia. Polypropylene Pipe (HP Storm)	\$ 100.00	\$ 28,800.00	\$ 114.56	\$ 32,993.28

Item Number	QTY	Unit	Description	Contractor Name: George & Lynch, Inc. Address: 150 Lafferty Lane, Dover, DE, 19901		Contractor Name: Kinsley Construction LLC Address: 30512 Thorogoods Road, Dagsboro, DE 19939	
				Unit Price	Extended Price	Unit Price	Extended Price
8	85	LF	18" Dia. Polypropylene Pipe (HP Storm)	\$ 75.00	\$ 6,375.00	\$ 110.96	\$ 9,431.60
9	30	LF	15" Dia. Polypropylene Pipe (HP Storm)	\$ 70.00	\$ 2,100.00	\$ 96.57	\$ 2,897.10
10	1	LS	Fittings - Flared End Sections, Pipe Caps	\$ 2,600.00	\$ 2,600.00	\$ 1,069.66	\$ 1,069.66
<b>SUBTOTAL</b>					\$ 104,001.00		\$ 132,931.13
<b>SECTION J - STORM DRAIN SYSTEM "F"</b>							
1	3	EA	6-Ft. Dia. Standard Precast Storm Sewer Manhole, Including Frame & Cover, Complete in Place	\$ 8,640.00	\$ 25,920.00	\$ 11,397.33	\$ 34,191.99
2	1	EA	72"x72" Standard Precast Catch Basin, Including Frame & Grate, Complete in Place	\$ 9,765.00	\$ 9,765.00	\$ 12,753.29	\$ 12,753.29
3	1	EA	72"x48" Standard Precast Catch Basin, Including Frame & Grate, Complete in Place	\$ 8,090.00	\$ 8,090.00	\$ 10,503.79	\$ 10,503.79
4	4	EA	66"x66" Standard Precast Catch Basin, Including Frame & Grate, Complete in Place	\$ 9,290.00	\$ 37,160.00	\$ 11,860.12	\$ 47,440.48
5	8	EA	48"x48" Standard Precast Catch Basin, Including Frame & Grate, Complete in Place	\$ 6,175.00	\$ 49,400.00	\$ 8,523.24	\$ 68,185.92
3	52	LF	48" Dia. Class III Reinforced Concrete Pipe	\$ 289.00	\$ 15,028.00	\$ 367.26	\$ 19,097.52
6	851	LF	48" Dia. Polypropylene Pipe (HP Storm)	\$ 219.00	\$ 186,369.00	\$ 240.72	\$ 204,852.72
7	365	LF	42" Dia. Polypropylene Pipe (HP Storm)	\$ 177.00	\$ 64,605.00	\$ 199.09	\$ 72,667.85
8	440	LF	30" Dia. Polypropylene Pipe (HP Storm)	\$ 128.00	\$ 56,320.00	\$ 153.48	\$ 67,531.20
9	464	LF	24" Dia. Polypropylene Pipe (HP Storm)	\$ 99.00	\$ 45,936.00	\$ 120.43	\$ 55,879.52
10	30	LF	15" Dia. Polypropylene Pipe (HP Storm)	\$ 71.00	\$ 2,130.00	\$ 108.71	\$ 3,261.30
11	1	LS	Fittings - Flared End Sections, Pipe Caps	\$ 18,350.00	\$ 18,350.00	\$ 23,946.89	\$ 23,946.89
<b>SUBTOTAL</b>					\$ 519,073.00		\$ 620,312.47
<b>SECTION K - STORM DRAIN SYSTEM "G"</b>							
1	2	EA	6-Ft. Dia. Standard Precast Storm Sewer Manhole, Including Frame & Cover, Complete in Place	\$ 10,000.00	\$ 20,000.00	\$ 11,397.33	\$ 22,794.66
2	2	EA	5-Ft. Dia. Standard Precast Storm Sewer Manhole, Including Frame & Cover, Complete in Place	\$ 5,000.00	\$ 10,000.00	\$ 8,768.40	\$ 17,536.80
3	1	EA	72"x72" Standard Precast Catch Basin, Including Frame & Grate, Complete in Place	\$ 11,000.00	\$ 11,000.00	\$ 12,753.29	\$ 12,753.29
4	4	EA	72"x48" Standard Precast Catch Basin, Including Frame & Grate, Complete in Place	\$ 8,150.00	\$ 32,600.00	\$ 10,503.80	\$ 42,015.20
5	2	EA	66"x66" Standard Precast Catch Basin, Including Frame & Grate, Complete in Place	\$ 9,265.00	\$ 18,530.00	\$ 11,462.93	\$ 22,925.86
6	8	EA	48"x48" Standard Precast Catch Basin, Including Frame & Grate, Complete in Place	\$ 6,000.00	\$ 48,000.00	\$ 6,818.60	\$ 54,548.80
7	84		48" Dia. Class III Reinforced Concrete Pipe	\$ 286.00	\$ 24,024.00	\$ 363.48	\$ 30,532.32
8	551	LF	48" Dia. Polypropylene Pipe (HP Storm)	\$ 219.00	\$ 120,669.00	\$ 290.91	\$ 160,291.41

Item Number	QTY	Unit	Description	Contractor Name: George & Lynch, Inc. Address: 150 Lafferty Lane, Dover, DE, 19901		Contractor Name: Kinsley Construction LLC Address: 30512 Thorogoods Road, Dagsboro, DE 19939	
				Unit Price	Extended Price	Unit Price	Extended Price
9	485	LF	42" Dia. Polypropylene Pipe (HP Storm)	\$ 178.00	\$ 86,330.00	\$ 242.94	\$ 117,825.90
10	179	LF	36" Dia. Polypropylene Pipe (HP Storm)	\$ 149.00	\$ 26,671.00	\$ 176.82	\$ 31,650.78
11	210	LF	30" Dia. Polypropylene Pipe (HP Storm)	\$ 136.00	\$ 28,560.00	\$ 156.54	\$ 32,873.40
12	657	LF	24" Dia. Polypropylene Pipe (HP Storm)	\$ 99.40	\$ 65,305.80	\$ 109.41	\$ 71,882.37
13	117	LF	18" Dia. Polypropylene Pipe (HP Storm)	\$ 75.00	\$ 8,775.00	\$ 87.86	\$ 10,279.62
14	206	LF	15" Dia. Polypropylene Pipe (HP Storm)	\$ 64.00	\$ 13,184.00	\$ 76.99	\$ 15,859.94
15	1	LS	Fittings - Flared End Sections, Pipe Caps	\$ 16,130.00	\$ 16,130.00	\$ 18,622.87	\$ 18,622.87
<b>SUBTOTAL</b>					\$ 529,778.80		\$ 662,393.22
<b>SECTION L - STORM DRAIN SYSTEM "H"</b>							
1	1	EA	6-Ft. Dia. Standard Precast Storm Sewer Manhole, Including Frame & Cover, Complete in Place	\$ 7,955.00	\$ 7,955.00	\$ 11,397.33	\$ 11,397.33
2	345	LF	30" Dia. Polypropylene Pipe (HP Storm)	\$ 149.00	\$ 51,405.00	\$ 152.00	\$ 52,440.00
3	50	LF	24" Dia. Polypropylene Pipe (HP Storm)	\$ 108.50	\$ 5,425.00	\$ 177.24	\$ 8,862.00
4	1	LS	Fittings - Flared End Sections, Pipe Caps	\$ 3,670.00	\$ 3,670.00	\$ 4,269.76	\$ 4,269.76
<b>SUBTOTAL</b>					\$ 68,455.00		\$ 76,969.09
<b>SECTION M - STORM DRAIN SYSTEM "Y"</b>							
1	1	EA	48"x48" Precast Storm Outlet Structure Including Base, Weirs, Trash Racks, Approach Channel	\$ 16,570.00	\$ 16,570.00	\$ 14,741.59	\$ 14,741.59
2	137	LF	30" Dia. Class III Reinforced Concrete Pipe	\$ 164.00	\$ 22,468.00	\$ 170.16	\$ 23,311.92
3	1	LS	Fittings - Flared End Sections, Pipe Caps	\$ 5,930.00	\$ 5,930.00	\$ 2,399.51	\$ 2,399.51
<b>SUBTOTAL</b>					\$ 44,968.00		\$ 40,453.02
<b>SECTION N - STORM DRAIN SYSTEM "Z"</b>							
1	1	EA	48"x48" Precast Storm Outlet Structure Including Base, Weirs, Trash Racks, Approach Channel	\$ 13,375.00	\$ 13,375.00	\$ 14,741.59	\$ 14,741.59
2	1	EA	34"x24" Standard Precast Catch Basin, Including Frame & Grate, Complete in Place	\$ 5,445.00	\$ 5,445.00	\$ 7,861.64	\$ 7,861.64
3	1	LF	24" Dia. Polypropylene Pipe (HP Storm)	N/A		N/A	
4	72	LF	24" Dia. Class III Reinforced Concrete Pipe	\$ 107.00	\$ 7,704.00	\$ 342.78	\$ 24,680.16
5	1	LS	Fittings - Flared End Sections, Pipe Caps	\$ 1.00	\$ 1.00	\$ 811.64	\$ 811.64
<b>SUBTOTAL</b>					\$ 26,525.00		\$ 48,095.03
<b>SECTION P - LANDSCAPING</b>							
1	1	LS	Canopy Trees	\$ 12,700.00	\$ 12,700.00	\$ 18,525.30	\$ 18,525.30
2	1	LS	Street Trees	\$ 38,050.00	\$ 38,050.00	\$ 92,626.47	\$ 92,626.47
3	1	LS	Buffer Trees (Canopy, Understory and Evergreen)	\$ 195,100.00	\$ 195,100.00	\$ 243,475.29	\$ 243,475.29
4	1	LS	Temporary Seeding	\$ 32,070.00	\$ 32,070.00	\$ 39,564.74	\$ 39,564.74

Item Number	QTY	Unit	Description	Contractor Name: George & Lynch, Inc. Address: 150 Lafferty Lane, Dover, DE, 19901		Contractor Name: Kinsley Construction LLC Address: 30512 Thorogoods Road, Dagsboro, DE 19939	
				Unit Price	Extended Price	Unit Price	Extended Price
<b>SUBTOTAL</b>					\$ 277,920.00		\$ 394,191.80
<b>SECTION Q - CONTINGENCY ITEMS (UNIT PRICE)</b>							
1	50	CY	Unsuitable Material Excavation - Excavate, Remove, and Dispose of Unsuitable Material as Directed by the Owner's Authorized Project Representative	\$ 55.00	\$ 2,750.00	\$ 50.00	\$ 2,500.00
2	10	TON	Select Backfill - Furnish, Install and Compact Select Fill As Directed by the Owner's Authorized Project Representative	\$ 70.00	\$ 700.00	\$ 84.00	\$ 840.00
3	10	TON	Aggregate Material, Graded Aggregate Type "B" (Crusher Run)	\$ 70.00	\$ 700.00	\$ 89.00	\$ 890.00
4	10	TON	Porous Fill Material, Coarse Aggregate No. 57 Stone	\$ 100.00	\$ 1,000.00	\$ 100.00	\$ 1,000.00
5	50	CY	Furnish and Place 5,000 PSI Concrete	\$ 300.00	\$ 15,000.00	\$ 698.00	\$ 34,900.00
<b>SUBTOTAL</b>					\$ 20,150.00		\$ 40,130.00
<b>ON-SITE IMPROVEMENTS TOTAL</b>					\$ 13,449,597.21		\$ 14,797,361.48
<b>MILFORD CORPORATE CENTER PHASE 1 - OFF-SITE</b>							
Item Number	QTY	Unit	Description	Address:		Address:	
				Unit Price	Extended Price	Unit Price	Extended Price
<b>SECTION A - GENERAL</b>							
1	1	LS	Erosion & Sediment Control	\$ 79,900.00	\$ 79,900.00	\$ 27,470.24	\$ 27,470.24
2*	1	LS	Final Grade, Topsoil, Seed, Stabilize & Restore Disturbed Areas	\$ 199,900.00	\$ 199,900.00	\$ 171,029.38	\$ 171,029.38
<b>SUBTOTAL</b>					\$ 279,800.00		\$ 198,499.62
<b>SECTION B - ENTRANCES AND ROADWAYS</b>							
1	1	LS	Earth Work - Including clearing, grubbing, excavation, disposal of material, installation of select fill to sub-grade, and restoration of disturbed earth. Earthwork shall include removal of up to 12" of organic material and an approved fill material to bring the subgrade up to the bottom of the proposed GABC sub-base base elevations.	\$ 740,600.00	\$ 740,600.00	\$ 175,151.03	\$ 175,151.03
2	3,430	SY	Road Section - Mill and Overlay, 2" Superpave Type "C" Surface	\$ 31.25	\$ 107,187.50	\$ 55.10	\$ 188,993.00
3	4,332	SY	Road Section - Complete - 8" GABC Type "B", 7.5" Superpave Type "B" Base, 2" Superpave Type "C" Surface	\$ 95.26	\$ 412,666.32	\$ 98.25	\$ 425,619.00
4	6,248	SY	Road Section - Complete - 8" GABC Type "B", 6" Superpave Type "B" Base, 2" Superpave Type "C" Surface	\$ 87.00	\$ 543,576.00	\$ 95.27	\$ 595,246.96
5	1,506	SY	Road Section - Complete - 8" GABC Type "B", 4" Superpave Type "B" Base, 2" Superpave Type "C" Surface	\$ 0.01	\$ 15.06	\$ 86.84	\$ 130,781.04
6	855	LF	P.C.C. Curb Type 1-8 - Includes Curb & Graded Aggregate Base - Complete in Place	\$ 37.00	\$ 31,635.00	\$ 54.74	\$ 46,802.70

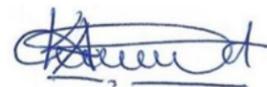
Item Number	QTY	Unit	Description	Contractor Name: George & Lynch, Inc. Address: 150 Lafferty Lane, Dover, DE, 19901		Contractor Name: Kinsley Construction LLC Address: 30512 Thorogoods Road, Dagsboro, DE 19939	
				Unit Price	Extended Price	Unit Price	Extended Price
7	359	LF	P.C.C. Curb Type 1-2 - Includes Curb & Graded Aggregate Base - Complete in Place	\$ 44.70	\$ 16,047.30	\$ 67.86	\$ 24,361.74
8	172	LF	I.P.C.C. Curb & Gutter Type 1-4 - Includes Curb & Graded Aggregate Base - Complete in Place	\$ 50.50	\$ 8,686.00	\$ 90.03	\$ 15,485.16
9	606	LF	I.P.C.C. Curb & Gutter Type 3-2 - Includes Curb & Graded Aggregate Base - Complete in Place	\$ 37.50	\$ 22,725.00	\$ 60.54	\$ 36,687.24
10	1,100	LF	I.P.C.C. Curb & Gutter Type 3-4 - Includes Curb & Graded Aggregate Base - Complete in Place	\$ 35.00	\$ 38,500.00	\$ 86.57	\$ 95,227.00
11	1,073	LF	I.P.C.C. Curb Type 2 - Includes Curb & Graded Aggregate Base - Complete in Place	\$ 41.60	\$ 44,636.80	\$ 65.21	\$ 69,970.33
12	628	SY	P.C.C. Sidewalk (8" Thick Concrete, 8" GABC Type "B") - Includes Concrete Sidewalk, Ramps, Truncated Domes and Graded Aggregate Base - Complete in Place	\$ 200.00	\$ 125,600.00	\$ 538.54	\$ 338,203.12
13	313	SY	P.C.C. Sidewalk (5' Wide, 4" Thick Concrete) - Includes Concrete Sidewalk, Ramps, Truncated Domes and Graded Aggregate Base - Complete in Place	\$ 109.00	\$ 34,117.00	\$ 108.95	\$ 34,101.35
14	7,328	SY	Shared-Use Path (10' Wide, 2" Thick Superpave Type "C") - Includes Concrete Sidewalk, Ramps, Truncated Domes and Graded Aggregate Base - Complete in Place	\$ 61.25	\$ 448,840.00	\$ 56.05	\$ 410,734.40
15	1	LS	Roadway Signage - Includes all signs - Complete in Place	\$ 29,500.00	\$ 29,500.00	\$ 39,697.06	\$ 39,697.06
16	1	LS	Roadway Striping - Includes all Striping - Complete in Place	\$ 34,020.00	\$ 34,020.00	\$ 101,889.11	\$ 101,889.11
17	1	LS	P.C.C. Driveway Aprons and Driveway Restoration. Includes Driveway and 6" of Graded Aggregate Base - Complete in Place	\$ 41,700.00	\$ 41,700.00	\$ 61,374.00	\$ 61,374.00
18	1	LS	Maintenance of Traffic and Pedestrians	\$ 374,000.00	\$ 374,000.00	\$ 655,663.08	\$ 655,663.08
<b>SUBTOTAL</b>				\$	3,054,051.98	\$	3,445,987.32
<b>SECTION C - WATER SYSTEM IMPROVEMENTS</b>							
1	3,352	LF	10" Dia. PVC C900 SDR-18 Water Main (Includes All Bends, Fittings, Thrust Blocks, Tracer Wire, 65.29 Testing, etc.)	\$ 80.50	\$ 269,836.00	\$ 73.47	\$ 246,271.44
2	5	EA	10" Dia. Water Service Cap for Future Extension.	\$ 3,675.00	\$ 18,375.00	\$ 1,615.28	\$ 8,076.40
3	14	EA	10" Gate Valve with Valve Box (Division Valves)	\$ 5,568.00	\$ 77,952.00	\$ 5,487.67	\$ 76,827.38
4	5	EA	Fire Hydrant City of Milford Spec - (Fire hydrant, 10"x10"x6" Hydrant Tee, 6" Ductile Class 52 Hydrant Lead & 6" Valve w/ Valve Box)	\$ 14,140.00	\$ 70,700.00	\$ 15,024.54	\$ 75,122.70
<b>SUBTOTAL</b>				\$	436,863.00	\$	406,297.92
<b>SECTION D - SANITARY SEWER SYSTEM</b>							
1*	160	LF	Steel Casing Pipe	\$ 313.00	\$ 50,080.00	\$ 346.98	\$ 55,516.80
<b>SUBTOTAL</b>				\$	50,080.00	\$	55,516.80
<b>SECTION E - STORM DRAIN SYSTEM "E"</b>							
1	3	EA	72"x48" Standard Precast Catch Basin, Including Frame & Grate, Complete in Place	\$ 8,710.00	\$ 26,130.00	\$ 10,106.60	\$ 30,319.80
2	5	EA	66"x66" Standard Precast Catch Basin, Including Frame & Grate, Complete in Place	\$ 9,680.00	\$ 48,400.00	\$ 11,462.93	\$ 57,314.65
3	3	EA	48"x48" Standard Precast Catch Basin, Including Frame & Grate, Complete in Place	\$ 6,615.00	\$ 19,845.00	\$ 8,102.24	\$ 24,306.72
4	1	EA	66"x66" Standard Precast Catch Basin, Including Frame & Manhole Lid, Complete in Place	\$ 9,810.00	\$ 9,810.00	\$ 10,552.85	\$ 10,552.85

Item Number	QTY	Unit	Description	Contractor Name: George & Lynch, Inc. Address: 150 Lafferty Lane, Dover, DE, 19901		Contractor Name: Kinsley Construction LLC Address: 30512 Thorogoods Road, Dagsboro, DE 19939	
				Unit Price	Extended Price	Unit Price	Extended Price
5	2	EA	48"x48" Standard Precast Catch Basin, Including Frame & Manhole Lid, Complete in Place	\$ 6,570.00	\$ 13,140.00	\$ 6,374.13	\$ 12,748.26
6	452	LF	36" Dia. Class III Reinforced Concrete Pipe	\$ 246.00	\$ 111,192.00	\$ 236.28	\$ 106,798.56
7	107	LF	29"x45" Horiz. Elliptical Class III Reinforced Concrete Pipe	\$ 302.00	\$ 32,314.00	\$ 318.96	\$ 34,128.72
8	528	LF	24" Dia. Class III Reinforced Concrete Pipe	\$ 123.00	\$ 64,944.00	\$ 136.46	\$ 72,050.88
9	40	LF	24" Dia. Polypropylene Pipe (HP Storm)	\$ 111.00	\$ 4,440.00	\$ 220.02	\$ 8,800.80
10	152	LF	18" Dia. Class III Reinforced Concrete Pipe	\$ 100.00	\$ 15,200.00	\$ 99.08	\$ 15,060.16
11	45	LF	18" Dia. Polypropylene Pipe (HP Storm)	\$ 97.00	\$ 4,365.00	\$ 110.78	\$ 4,985.10
1219.09	1	LS	Fittings - Flared End Sections, Pipe Caps	\$ 15,700.00	\$ 15,700.00	\$ 33,644.87	\$ 33,644.87
<b>SUBTOTAL</b>				\$	365,480.00		\$ 410,711.37
<b>SECTION F - STORM DRAIN SYSTEM "X"</b>							
1	90	LF	15" Dia. Class III Reinforced Concrete Pipe	\$ 84.00	\$ 7,560.00	\$ 131.09	\$ 11,798.10
2	143	LF	12" Dia. Class III Reinforced Concrete Pipe	\$ 73.00	\$ 10,439.00	\$ 95.95	\$ 13,720.85
3	1	LS	Fittings - Flared End Sections, Pipe Caps	\$ 4,825.00	\$ 4,825.00	\$ 7,759.11	\$ 7,759.11
<b>SUBTOTAL</b>				\$	22,824.00		\$ 33,278.06
<b>SECTION G - STORM DRAIN SYSTEM "Z"</b>							
1	77	LF	24" Dia. Class III Reinforced Concrete Pipe	\$ 331.00	\$ 25,487.00	\$ 132.36	\$ 10,191.72
2	1	LS	Misc. SD System Items not listed above, necessary to furnish complete system in accordance with Plans and Specifications.	\$ 1.00	\$ 1.00	\$ 10,516.39	\$ 10,516.39
<b>SUBTOTAL</b>				\$	25,488.00		\$ 20,708.11
<b>SECTION H - STORM DRAIN SYSTEM "HICKORY GLEN EXTENSION"</b>							
1	1	EA	72"x24" Standard Precast Catch Basin, Including Frame & Grate, Complete in Place	\$ 8,730.00	\$ 8,730.00	\$ 10,622.65	\$ 10,622.65
2	2	EA	66"x66" Standard Precast Catch Basin, Including Frame & Grate, Complete in Place	\$ 12,875.00	\$ 25,750.00	\$ 11,979.00	\$ 23,958.00
3	68	LF	24" Dia. Class III Reinforced Concrete Pipe	\$ 129.00	\$ 8,772.00	\$ 168.68	\$ 11,470.24
4	364	LF	42" Dia. Class III Reinforced Concrete Pipe	\$ 306.00	\$ 111,384.00	\$ 306.20	\$ 111,456.80
5	68	LF	29"x45" Horiz. Elliptical Class III Reinforced Concrete Pipe	\$ 323.00	\$ 21,964.00	\$ 335.84	\$ 22,837.12
<b>SUBTOTAL</b>				\$	176,600.00		\$ 180,344.81
<b>SECTION I - HIGHWAY TRAFFIC LIGHTING</b>							
1	1	LS	Highway lighting	\$ 130,000.00	\$ 130,000.00	\$ 165,404.41	\$ 165,404.41
<b>OFF-SITE IMPROVEMENTS TOTAL</b>				\$	4,541,186.98		\$ 4,916,748.42
<b>MILFORD CORPORATE CENTER PHASE 1 TOTAL (OFF-SITE + ON-SITE)</b>				\$	17,990,784.19		\$ 19,714,109.90

This is to certify that the above is an accurate and complete tabulation of bids received by October 16, 2024, 1:30 pm and opened thereafter.

Respectfully Submitted,

KCI Technologies, Inc.



Kevin Nyamumbo, P.E.



To: Mayor and City Council  
Through: Mark A. Whitfield  
From: Brad Dennehy-Parks and Recreation Director  
Date: November 20, 2024

**Re: City Hall Plaza award for construction**

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The City Hall Plaza project was advertised and publicly placed out to bid. Bid documents were also sent to several contractors. A mandatory pre-bid meeting was held at City Hall 10/4/24.

Bids were publicly opened at City Hall on 11/1/24.

One bid was received for this project from Thompson and Sons Contracting Inc. in the amount of **\$491,805**.

There were two bid alternates:

Alternate No. 01: DeIDOT work within ROW and MOT (sidewalk, curbing, roadway pavements, etc.)  
**\$96,197**

Alternate No.02: Stamped and Dyed Concrete Pavement in lieu of sand set pavers  
**\$3,754**

The design professional (Chad Carter) of Becker Morgan, has reviewed the submitted bid for accuracy and recommends awarding the bid for the base bid and the DeIDOT work, but does not recommend replacing the pavers with stamped concrete due to additional cost and the desired look. The total amount is: **\$588,002**

**\$475,000** has been allocated for this project through the approved FY24 & FY25 CIP & Capital Budgets (including \$56,100 for preliminary designs and engineering costs). This leaves a balance of **\$169,102 required** to award the project.

Two projects have been identified as being funded through the CIP which could be used to reallocate the funds required for the City Hall project:

- (1) Marshall Pond Riverbank Development: **\$250,000 (see attached CIP sheet)**
- (2) Tree Planting: **\$41,842**

**Recommendation:**

**Staff recommends City Council authorize the Mayor to execute the contract with Thompson and Sons Contracting Inc., not to exceed \$588,002 with funds being diverted from the following Capital Improvement Plan (CIP) accounts and amounts:**

- **\$151,240 from Marshall Pond Redevelopment**
- **\$17,862 from Tree planting**

**PROJECT NO:** 3CH42  
**PROJECT TITLE:** City Hall Plaza



**PROJECT STATUS:** New Project

**FUNDING SUMMARY:**

	2025	2026	2027	2028	2029	Total 5 Year
New Funding:	\$ 150,000				\$ -	\$ 150,000
*Prior Authorized Balance:	224,140		-		-	224,140
2025-2029 Funding:	\$ 374,140	\$ -	\$ -	\$ -	\$ -	\$ 374,140

CAPITAL BUDGET - PROJECT DETAIL	
DEPARTMENT:	Parks & Recreation
DIVISION:	
FUND:	
PROJECT LOCATION:	City Hall
PROJECT PRIORITY:	3 - Medium-High
The City would be taking a calculated risk in the deferral of this item	
COMPREHENSIVE DEVELOPMENT PLANNING VISION ELEMENT:	Not Applicable

SUMMARY OF PROJECT DATA	
First Year in Program:	
Est. Completion Date:	
Est. Useful Life (in years):	
Est. Total Cost:	\$ 350,000
Est. Spend @ 6/30/2024 (if underway) <sup>1</sup> :	
% Complete (if underway):	
Balance to be funded <sup>1</sup> :	\$ 350,000

<sup>1</sup> For ongoing projects, we must estimate total spent since inception through current year to derive the balance to be funded thereafter.

PROJECT COST BY CATEGORY		
CLASSIFICATION	ACCOUNT NUMBER	AMOUNT
Labor:		\$ -
Materials:		\$ -
Other Contracts:		\$ -
<b>TOTAL PROJECT COST</b>		<b>\$ 350,000</b>

<sup>2</sup> Council is not required to authorize budget year funding for this portion, but this portion of the project will indeed represent a cash outflow in the budget year and/or "out years."

**DESCRIPTION & JUSTIFICATION:**

Renovation of the area in front of City Hall. To include relocation of flag poles, renovation of the access road and landscape areas to create a public plaza which would showcase City Hall.



PROJECT FINANCING BY PLAN YEAR										
SOURCE OF FUNDS:	Prior Authorized <sup>2</sup>	Actual Funds Utilized as of 3/31/24	Estimated Expenditures 07/01/24 - 06/30/25	Estimated Authorized Balance <sup>2</sup> 06/30/25	2025	2026	2027	2028	2029	TOTAL 5 Year CIP
CAPITAL RESERVES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CAPITAL RESERVES	325,000	100,860	-	224,140	150,000	-	-	-	-	374,140
AWARDED GRANT (SPECIFY)	-	-	-	-	-	-	-	-	-	-
GRANT APPLIC (SPECIFY)	-	-	-	-	-	-	-	-	-	-
FEDERAL/STATE LOANS	-	-	-	-	-	-	-	-	-	-
OTHER LOANS	-	-	-	-	-	-	-	-	-	-
OTHER (SPECIFY)	-	-	-	-	-	-	-	-	-	-
OTHER (SPECIFY)	-	-	-	-	-	-	-	-	-	-
<b>TOTAL:</b>	<b>\$ 325,000</b>	<b>\$ 100,860</b>	<b>\$ -</b>	<b>\$ 224,140</b>	<b>\$ 150,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 374,140</b>
<b>ESTIMATED ANNUAL COST OF OPERATING / MAINTAINING PROJECT OR ASSET</b>					<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>TOTAL</b>
<b>OPERATING IMPACT: INCREMENTAL COSTS (NET SAVINGS)</b>										



**PROJECT NO:** 3PR59  
**PROJECT TITLE:** Marshall Pond Riverbank Development  
**PROJECT STATUS:** In Progress (with end date)

**FUNDING SUMMARY:**

	2025	2026	2027	2028	2029	Total 5 Year
New Funding:	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ -	\$ 400,000
*Prior Authorized Balance:	150,000		-		-	150,000
2025-2029 Funding:	\$ 250,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ -	\$ 550,000

CAPITAL BUDGET - PROJECT DETAIL	
DEPARTMENT:	Parks & Recreation
DIVISION:	
FUND:	
PROJECT LOCATION:	Marshall Pond
PROJECT PRIORITY:	3 - Medium-High
The City would be taking a calculated risk in the deferral of this item	
COMPREHENSIVE DEVELOPMENT PLANNING VISION ELEMENT:	Not Applicable

SUMMARY OF PROJECT DATA	
First Year in Program:	
Est. Completion Date:	
Est. Useful Life (in years):	
Est. Total Cost:	\$ 550,000
Est. Spend @ 6/30/2024 (if underway) <sup>1</sup> :	
% Complete (if underway):	
Balance to be funded <sup>1</sup> :	\$ 550,000

<sup>1</sup> For ongoing projects, we must estimate total spent since inception through current year to derive the balance to be funded thereafter.

PROJECT COST BY CATEGORY		
CLASSIFICATION	ACCOUNT NUMBER	AMOUNT
Labor:		\$ -
Materials:		\$ -
Other Contracts:		\$ -
<b>TOTAL PROJECT COST</b>		<b>\$ 550,000</b>

<sup>2</sup> Council is not required to authorize budget year funding for this portion, but this portion of the project will indeed represent a cash outflow in the budget year and/or "out years."

DESCRIPTION & JUSTIFICATION:
Redevelopment of Marshall Pond recreational area.

PROJECT FINANCING BY PLAN YEAR										
SOURCE OF FUNDS:	Prior Authorized <sup>2</sup>	Actual Funds Utilized as of 5/31/24	Estimated Expenditures 06/01/24 - 06/30/24	Estimated Authorized Balance <sup>2</sup> 06/30/24	2025	2026	2027	2028	2029	TOTAL 5 Year CIP
CAPITAL RESERVES	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$ -
CAPITAL RESERVES	150,000	-	-	150,000	-	100,000	100,000	100,000	-	300,000
CAPITAL RESERVES - RTT	-	-	-	-	100,000	-	-	-	-	100,000
GRANT APPLICATIONS	-	-	-	-	-	-	-	-	-	-
FEDERAL/STATE LOANS	-	-	-	-	-	-	-	-	-	-
OTHER LOANS	-	-	-	-	-	-	-	-	-	-
OTHER (SPECIFY)	-	-	-	-	-	-	-	-	-	-
OTHER (SPECIFY)	-	-	-	-	-	-	-	-	-	-
<b>TOTAL:</b>	<b>\$ 150,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 150,000</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>	<b>\$ -</b>	<b>\$ 400,000</b>
<b>ESTIMATED ANNUAL COST OF OPERATING / MAINTAINING PROJECT OR ASSET</b>					<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>TOTAL</b>
<b>OPERATING IMPACT: INCREMENTAL COSTS (NET SAVINGS)</b>										











**BID FORM**

**For Bids Due:** November 1, 2024

**To:** City of Milford  
Attn: Mark Whitfield, City Manager  
201 S Walnut St  
Milford DE 19963  
[mwhitfield@milford-de.gov](mailto:mwhitfield@milford-de.gov)

**Name of Bidder:** Thompson & Sons Contracting Inc.

**Phone No.:** (302 ) 335 - 3404

**Fax No.:** (302 ) 335 - 3422

The undersigned, representing that he has read and understands the Bidding Documents and that this bid is made in accordance therewith, that he has visited the site and has familiarized himself with the local conditions under which the Work is to be performed, and that his bid is based upon the materials, systems and equipment described in the Bidding Documents without exception, hereby proposes and agrees to provide all labor, materials, plant, equipment, supplies, transport and other facilities required to execute the work described by the aforesaid documents for the lump sum itemized below:

SITE / CIVIL PACKAGE

\$ Four Hundred, Ninety-One Thousand, Eight Hundred, Five Dollars and Zero Cents  
( \$ 491,805.00 )

PROJECT SCHEDULE

Bidders to provide proposed project construction schedule attached to this bid form, assuming Bid Award notification on November 15, 2024,

Total Construction timeline (in calendar days): 187 Days

- Shop Drawings 60 Days
- Site Demolition 7 Days
- Site Work 35 Days
- Pavers 30 Days
- Electrical 12 Days
- Concrete 20 Days
- Landscaping 8 Days
- Clean up & Punch List 15 Days

**ALTERNATES**

Alternate prices conform to applicable project specification section. Refer to plans for a complete description of the following Alternates. An “ADD” or “DEDUCT” amount is indicated by the crossed out part that does not apply.

ALTERNATE No. 01: DeIDOT Work within ROW & MOT (sidewalk, curbing, roadway pavement, etc)

**Add:** Ninety Six Thousand, One Hundred, Ninety-Seven Dollars and Zero Cents  
(\$ 96,197.00 )  
~~Deduct~~ \_\_\_\_\_  
(\$ \_\_\_\_\_ )

ALTERNATE No. 02: Stamped & Dyed Concrete Pavement in lieu of Sand Set Pavers

**Add:** Three Thousand, Seven Hundred, Fifty-Four Dollars and Zero Cents  
(\$3,754.00 )  
~~Deduct~~ \_\_\_\_\_  
(\$ \_\_\_\_\_ )

**UNIT PRICES**

Unit-Price No. 1: Removal of unsatisfactory soils, and replacement with satisfactory soil material.

1. Forty-Five Dollars and Zero Cents Dollars (\$ 45.00 SY ) per unit.

Unit-Price No. 2: Additional Concrete Paving

2. Eighteen Dollars and Zero Cents Dollars (\$ 18.00 SF ) per unit.

Unit-Price No. 3: Additional Unit Paving

3. Thirty-Two Dollars and Zero Cents Dollars (\$ 32.00 SF ) per unit.

**ALLOWANCES**

The following allowances are included in the lump sum bid price for the site / civil package. Allowance shall include cost to Contractor of specific products and materials under allowance and shall include taxes, freight, and delivery to Project site. Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.

Irrigation

1. Five Thousand Dollars (\$ 5,000.00 )

Owner Contingency

1. Ten Thousand Dollars (\$ 10,000.00 )

Allowance Adjustment: To adjust allowance amounts after contract award, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, required maintenance materials, and similar margins. See contract specifications for additional information regarding allowances.

City of Milford - City Hall Plaza				
Project: 2022173				
Date: 11/01/2024				
		Contractor	Contractor	Contractor
		Tompson Sons		
Base Bid		491,405.00		
Alternate No. 1	DeIDOT Work	96,197 —		
Alternate No. 2	Stamped Concrete	3,754 —		
	Subtotal			
Unit Price No. 1	Unsatisfactory Soil	45 SF		
Unit Price No. 2	Concrete Paving	18 SF		
Unit Price No. 3	Unit Paving	32 SF		
Addenda No. 1 & 2 Received		✓		
Bonds				
Sub Identified		✓		
Non-Collusion Form		✓		

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To: Mayor and Council

From: James Puddicombe, City Engineer

Thru: Mark Whitfield, City Manager  
Willis Shafer, Public Works Director

Subject: Milford School District Easement

Date: October 14, 2024

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**BACKGROUND**

We are requesting council authorize the mayor to execute the easement agreement with the Milford School District, which grants the City permanent access to install and maintain a pass-through roadway at the end of Richard Street to facilitate easier movement for solid waste vehicles. As part of this agreement, the City has committed to installing a gate, which was previously approved by Council as part of the ongoing 2024 Streets Project. The easement will formalize the School District's grant of permanent access and allow the City to maintain the roadway moving forward. A map has been included for reference.

**RECOMMENDATION**

Staff recommends approval of the Mayor to execute the easement agreement as the installation reduces cost to the city and provides an overall improvement to city operations.

RICHARD ST

PVC WATER

N/F  
CITY OF MILFORD

60'

N/F  
MILFORD SCHOOL DISTRICT

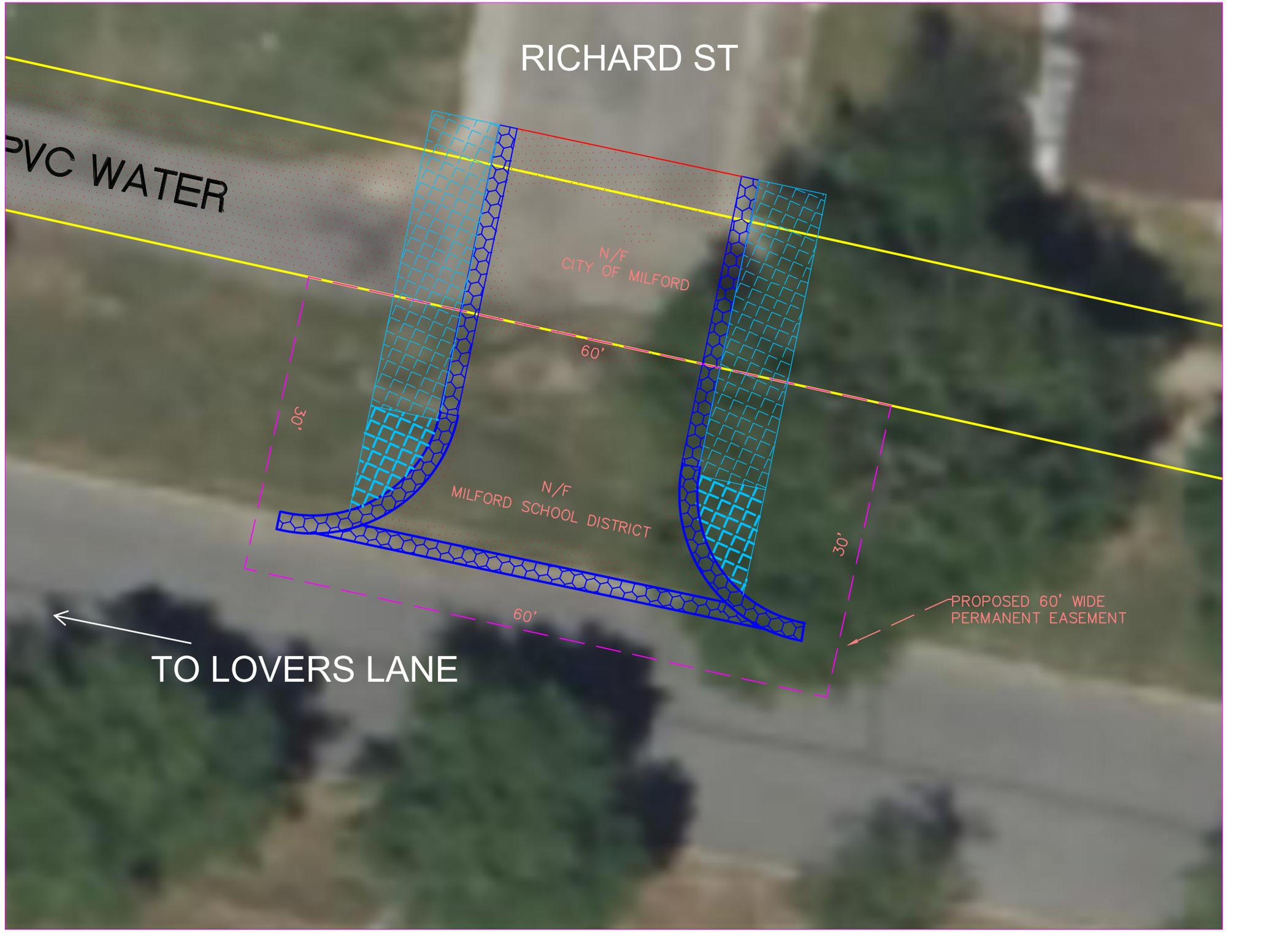
30'

30'

60'

PROPOSED 60' WIDE  
PERMANENT EASEMENT

TO LOVERS LANE



Tax Parcel No. 3-30-11.05-218.00  
Prepared by: City of Milford  
201 S. Walnut Street  
Milford, DE 19963  
Return to: City of Milford  
201 S. Walnut St.  
Milford, DE 19963

## **EASEMENT CONVEYANCE AND AGREEMENT**

**THIS EASEMENT AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_ by and between, Milford School District, 906 Lakeview Avenue, Milford, DE 19963, party of the first part (hereinafter referred to as “the Grantor”), and CITY OF MILFORD, 201 S. Walnut Street, Milford, Delaware 19963, a political subdivision of the State of Delaware, party of the second part (hereinafter referred to as the “Grantee”).

**WHEREAS**, the Grantor is the owner of that certain tract of lands and premises located in the Cedar Creek Hundred, Sussex County and State of Delaware, and said parcel of land (hereinafter referred to as “the Property”) being described as Tax Parcel No.(s) 3-30-11.05-218.00 further described in Deed Book 2456 PG 245.

**WHEREAS**, The City of Milford is preparing plans for certain improvements (hereinafter referred to as “Improvements”) to City Infrastructure (hereinafter referred to as “the Systems”).

**WHEREAS**, it is necessary that the Improvements to the Systems pass under and through the Property;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, as well as the sum of **One Dollar (\$1.00)** in hand paid to the Grantor, the receipt and sufficiency of which are hereby acknowledged, the parties to this Easement Agreement do hereby agree as follows;

1. The Grantor does hereby grant and convey unto the Grantee a permanent easement and right of way under and through a limited portion of the Property, as defined and described herein below for the purpose of installation of roadway providing access to and from the school premises for student, faculty, staff, and visitors. The grantee shall be responsible for the construction, maintenance, repair, and replacement of the roadway. The gate that is set to be installed as a part of this easement acquiring shall be the responsibility of the grantor, not the grantee. The permanent easement and right of way granted hereunder shall be and is hereby limited to a **Sixty (60)-foot wide permanent easement of approximately 1800 square feet** as shown on attached ‘Exhibit’ and further described below;

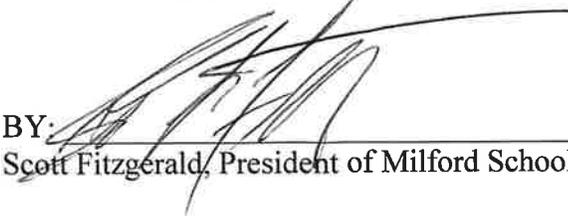
**BEGINNING** at an unmarked point, located S 70°01'52" East 280 feet from the NW property corner of Parcel ID 3-30-11.05-48.00, along the Northern property line of said parcel from this point travel 1) South 18°57'00" West 30 feet to a point 2) thence running North 71°03'00" West 60 feet to another point 3) thence turning and running North 18°57'00" East 30 feet to a point intersecting with the Northern property line of Parcel ID 3-30-11.05-48.00 4) thence turning and running South 71°03'00" East 60 feet to the point and place of beginning and containing 1800 square feet of land, be the same more or less, said easement being a permanent easement in favor of City of Milford, Delaware. In the event there is a discrepancy between the description and the attached survey, the survey shall control.

2. Notwithstanding the grant of the aforesaid permanent easement and rights of way, the Grantor reserves unto itself and its successors, heirs and assigns the full use and enjoyment of the Property; provided that the Grantor shall not construct or permit the construction of any building, structure or other improvement, including certain types of vegetation that may interfere with use of the easement, within the boundaries of the aforesaid permanent easement without the prior written consent of the Grantee. This shall not be construed as to prevent the Grantor from maintaining, repairing or replacing a gate across the easement or operating said gate as indicated in the Grantee's 2024 Streets and Utilities Construction Plans.
3. The Grantee shall have uninterrupted right of ingress and egress to and from the easement. This ingress and egress shall be exercised with proper 48-hour notification to the Grantor, unless an emergency repair dictates otherwise.
4. The Grantee hereby grants the Grantor permission to close the road as necessary for the regular operation of school business and to provide for the general safety of students so long as the closure does not interfere with emergency services or unnecessarily hinder Grantee operations.
5. The easements and rights of way granted hereunder, and all the mutual promises and covenants contained herein, shall be deemed to be easements, rights of way, and promises and covenants running with the land, and accordingly, the same shall be binding upon the successors, heirs and assigns of the respective parties hereto.
6. The Grantee agrees to abide by all applicable laws, rules, and regulations pertaining to the use and operation of the Systems.

**IN WITNESS WHEREOF**, intending to be legally bound hereby, the parties to this Easement Agreement have hereunto set their respective hands and seals on the day and year first above written.

Signed in the  
Presence of:

Milford School District

BY:  (Seal)  
Scott Fitzgerald, President of Milford School Board.

\_\_\_\_\_  
Attest

CITY OF MILFORD

BY: \_\_\_\_\_ (Seal)  
Mayor F. Todd Culotta

\_\_\_\_\_  
Attest

(Municipal Seal)

STATE OF DELAWARE :  
:  
COUNTY OF KENT :

Signed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Scott Fitzgerald, President of Milford School Board.

---

Signature of Notary Public

STATE OF DELAWARE :

:

COUNTY OF SUSSEX :

:

Signed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by F. Todd Culotta, Mayor of the City of Milford.

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Signature of Notary Public

PARKS & RECREATION DEPARTMENT  
207 Franklin Street  
Milford, DE 19963



PHONE 302.422.1104  
FAX 302.422.0409  
[www.cityofmilford.com](http://www.cityofmilford.com)

TO: Mayor and City Council

FROM: Brad Dennehy-Parks and Recreation Director

DATE: November 20, 2024

RE: Boys and Girls Club rental agreement

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The City of Milford has been in partnership with the Boys and Girls Club since the inception of the club at its current location on Airport Road. As such, Parks and Recreation has an agreement with the Club to rent gym space to run sports and other programming. Renting this space at the Club is vital for our programming as Parks and Recreation does not have its own indoor recreation facility.

Every three years the agreement is reviewed and needs to be ratified by both the Club and the City Council. City staff have reviewed the agreement in conjunction with the Club and only minor changes have been made to the previous agreement. There has been no increase in the amount the City is being charged for use of their facility, which is budgeted as a Parks and Recreation line item and is included in our annual operating budget.

It is my recommendation that the Mayor and Council renew the agreement with the Boys and Girls Club so we can continue to offer quality recreational opportunities to the citizens of Milford.

LICENSE AGREEMENT  
GREATER MILFORD BOYS & GIRLS CLUB and CITY OF MILFORD

THIS AGREEMENT made this 1st day of December 2024 by and between the Greater Milford Boys & Girls Club of the Boys & Girls Clubs of Delaware, a Delaware Not for Profit Corporation (hereinafter "CLUB") and the City of Milford, a Municipal Corporation of the State of Delaware and the Milford Parks and Receptions (hereinafter collectively "CITY").

WHEREAS, CLUB is the OWNER of a certain property in the City of Milford, County of Kent, State of Delaware, located at 101 Delaware Veterans Boulevard, Tax Parcel MD-16-173.00-01-02.05-000; and further described as Exhibit A (hereinafter "Premises"); and

WHEREAS, CLUB operates and uses the premises to provide and offer services to the community for the benefit of children and youth in the Milford area; and

WHEREAS, CITY is the OWNER of a certain property in the City of Milford, County of Kent, State of Delaware, located at the Tony Silicato Memorial Park adjacent to Patriots Way in Independence Commons, further described and attached hereto as Exhibit B (hereinafter "Athletic Fields and Playgrounds"); and

WHEREAS, CITY operates and uses the Athletic Fields and Playgrounds to provide and offer recreational services to the community for the benefit of children and adults in the Milford area; and

WHEREAS, CITY and CLUB each desire to acquire a limited use license of the properties herein described for the express purposes of providing recreational programs for the benefit of children and adults in the Greater Milford area; and

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

- 1.0 LICENSE TO USE: CITY shall have the right to use the following portions of the Premises, subject to the conditions and expressions set forth herein:
  - A. Gymnasium: CLUB shall provide CITY with access to the gymnasium during hours when CLUB programs are not operating. CLUB will provide a minimum of 250 hours' access annually. The precise schedule of use for the gymnasium shall be determined on a quarterly basis by the submission of a written proposed schedule of gymnasium use from CITY to CLUB 60 days before each quarter is to begin. CLUB shall review CITY's proposed schedule in whole or in part. In any event, the quarterly schedule shall be set at least 60 days before the quarter is to begin. Notwithstanding the above, in no event shall CITY receive less than 250 hours of gymnasium time per year, which times shall be offered between the hours of 6:00 A.M. - 10:00 P.M., Monday through Sunday, unless otherwise agreed in writing. Once the CLUB has accepted a schedule from CITY, such schedule shall be signed and executed by both parties and shall be incorporated by reference into this agreement. If the parties cannot agree on a schedule before the start of the next quarter, CLUB shall provide CITY with final schedule, which schedule shall be binding on the parties.
  - B. Locker Rooms: CITY shall have the right of access to the locker room area, described on the attached Exhibit C, during the times that CITY has scheduled use of the gymnasium. However, CITY acknowledges and agrees that its use of the Locker room area during such times shall not be exclusive as CLUB and its members' expressly reserve the right to use the locker room area at any and all times.
  - C. Parking: CITY shall have access to CLUB parking spaces identified on the attached Exhibit D, for overflow parking purposes during the hours of 6:00 A.M. - 12:00 A.M., Monday through Sunday, subject to the terms and conditions set forth herein. The parties expressly acknowledge and understand that the CLUB retains the right of entry and use to its respective parking spaces and that the primary purpose of the described parking

spaces is for the benefit of the CLUB. As such, any use of the parking spaces described by CITY shall be specifically subject and subordinate to the needs and usage of the CLUB. Accordingly, any dispute as to the scheduling or usage of CLUB Parking Spaces shall be construed in favor of CLUB. CITY agrees to use CLUB Parking Spaces for vehicle parking only and exclusively, in a reasonable, careful and proper manner and will not permit any waste or nuisance thereon. CITY shall not park any vehicles in CLUB Parking Spaces that do not fit within the painted lines for each space without interference to vehicle parking in the adjacent spaces. CITY shall not allow any commercial vehicles, tractors, trailers, machinery or other such personal property to park or be stored on CLUB Parking Spaces and shall not allow overnight parking on CLUB Parking Spaces. CITY hereto agrees to comply with and obey all laws, ordinances, rules, regulations, and requirements of the State, city, or other governmental subdivision or entity in which CLUB Parking Spaces are located as it relates to the use, occupancy or nature of the said Parking Spaces.

- 1.1 LICENSE TO USE: CLUB shall have the right to use the following portions of the Premises, subject to the conditions and expressions set forth herein:
  - A. Athletic Fields and Playgrounds - CITY shall provide CLUB with exclusive access to athletic fields and playgrounds for a minimum of 20 hours per week during the months of June, July and August and a minimum of 10 hours per week during all remaining months, during hours of CLUB operation. The precise schedule of use for the athletic fields and playgrounds shall be determined on a quarterly basis by the submission of a schedule of use from CLUB to CITY, which proposal shall be binding on both parties.
  - B. Once CITY has received the schedule of use, such schedule shall be signed and executed by both parties and shall be incorporated by reference into this agreement. CLUB shall furnish a new schedule of use to CITY, in writing, at least thirty (30) days prior to the expiration of the previous quarterly schedule. The City shall grant the Club their minimum requested hours; however, the City shall approve the schedule and additional hours at its discretion and the City programs shall have a preference in scheduling times.
  - C. The fields and playgrounds subject to this Section 1 are described on the plan attached hereto and incorporated by reference herein as Exhibit B. Area A.
- 2.0 ADMISSION OF NO RIGHT OR INTEREST ACQUIRED: It is expressly understood, acknowledged and agreed by the parties that nothing contained in this agreement shall be construed as passing, continuing, transferring or otherwise providing any interest, whether legal or equitable, in the premises owned by the other party.
  - A. DISPLAYS: Both parties agree that reasonable space may be provided to the other party to promote information about each other's programs and events. Such space may include bulletin boards and room for promotional displays at such locations on or within the CLUB premises or CITY facilities. Both parties agree that the promotion of recreational programs and activities to the community is beneficial to all residents and each party shall endeavor to accommodate requests for information to be displayed. Neither party shall display information at the other's facility without first seeking the written consent.
- 3.0 LIMITED USE LICENSE: The parties expressly acknowledge and understand that the primary purpose, use and operation of the premises are for the benefit of CLUB and its members. As such, any use of the premises by CITY shall be secondary to and subject to the demands and requirements of CLUB'S schedule and use and shall be solely for the purposes set forth herein. Any dispute as to scheduling or usage of the premises shall be construed in favor of CLUB.
- 4.0 TERM: This agreement shall last for three (3) years commencing on the first day of December 2024 and ending on the 31<sup>st</sup> day of December 2027. This agreement shall be automatically renewed for successive one-year periods unless either party requests termination or modification of this agreement. Any request shall be made in writing with a minimum of six months' notice. If both parties agree, amendments may be made to the agreement in writing.
- 5.0 CONSIDERATION: In consideration for the License defined in Section 1.1 herein, CITY agrees as follows:

- B. Athletic Fields and Playgrounds - CITY shall License to CLUB certain athletic fields located in Milford, Delaware, and identified by Tax Map Parcel MD-16-173.00-01-02.00-000 (Portion of) upon the terms and conditions of the License Agreement attached hereto and incorporated by reference herein as Exhibit B. Such terms and conditions shall include a minimum of 240 hours access each year during the months of June, July, and August; and a minimum of 400 hours of access each year from September through May of the next year.
  - C. Maintenance - CITY shall maintain, at its sole expense, the grounds around the premises, including, but not limited to, grass cutting, weed control treatment, tree and shrub trimming, snow removal, application of ice melt, lawn and landscape maintenance.
  - D. License Fee - Beginning July 1, 2018, CITY shall pay the amount of \$75.00 per hour of gymnasium access (as defined in section 1.1) including shared access to locker rooms. CITY agrees to pay for a minimum of 250 hours gymnasium access annually; therefore, the minimum amount to be paid each year to CLUB by CITY for gymnasium access is \$18,750. Regular rental rates (currently at \$110 per hour) will apply to access exceeding 250 hours pending club approval.
  - E. CITY shall pay the gymnasium access fees quarterly upon invoice for actual usage from the CLUB payable on the fifteenth (15th) day of the following month. If the License Fee remains outstanding for more than five (5) days after the due date, it shall be subject to an automatic late charge of five percent (5%) of the monthly fee compounded monthly.
  - F. Independently, CITY may charge participants and spectators fees to be paid to the CITY regardless of the fees to be paid to the CLUB
- 6.0 EQUIPMENT AND SUPPLIES: Each party shall be responsible for purchasing and providing its own supplies and equipment for its programs conducted on the Licensed Premises described in Section 1 herein (hereinafter the " Licensed Premises"). Such supplies shall include, but are not limited to, first aid supplies, uniforms, whistles and other similar items. Equipment shall include, but not be limited to, basketballs, soccer balls, shin guards, volley balls, baseballs, baseball bats, wrestling mats and other similar items. CITY shall not use equipment and supplies belonging to CLUB without written permission from CLUB' S Executive Director. Likewise, CLUB shall not use equipment and supplies belonging to CITY without written permission from CITY' S Parks and Recreation Director. Repairs related to and replacement of any equipment owned by the CLUB and used by the CITY, will be divided evenly between each party at the sole discretion of the CLUB.
- 7.0 FACILITY KEYS: CLUB shall provide CITY personnel with keys necessary to access the Licensed Premises. CITY shall reimburse CLUB within thirty (30) days for any and all costs associated with providing said keys. CITY agrees not to issue, lend, or otherwise provide any CLUB facility key to any person who has not registered with and been approved by CLUB. CITY shall maintain an up-to-date list of individuals possessing any CLUB facility key. CITY shall arrange for criminal background checks prior to requesting and/or issuing keys to any CITY staff member, employee, officer or other person associated with CITY (paid and unpaid).
- 8.0 RECORD KEEPING: CITY shall maintain ongoing, accurate, complete, and up-to-date records and listings of dates and times when CITY staff members, employees, officers or other persons associated with CITY (paid and unpaid) work in Facility. CITY shall also keep and maintain the records required to be kept pursuant to Section 1(D) of this Agreement. CITY shall also keep and maintain the records required to report on a quarterly basis the unduplicated number of youths served in CITY-sponsored programs offered in CLUB facilities; likewise, CITY shall provide on a quarterly basis the unduplicated number of adults served in CITY-sponsored programs offered in CLUB facilities. CITY shall provide CLUB with access to any records it is required to maintain pursuant to this Agreement upon request by CLUB.
- 9.0 RULES AND REGULATIONS: Both parties, and all persons visiting or temporarily occupying or working in, on or about the premises or the Athletic Fields and Playgrounds must comply with all rules and regulations

adopted for either the Premises or the Athletic Fields and Playgrounds, as applicable. Each party shall notify the other of any changes in additional rules and regulations as may from time to time be adopted or prescribed.

- 10.0 TERMINATION: Either party may terminate this License, with or without cause, upon 60 days' written notice to the other party.
- 11.0 INDEMNITY: CITY shall indemnify, defend, and hold harmless CLUB from any and all suits, claims, demands, actions, losses, or damages arising from the loss of life and/or injury or damage to person or property whatsoever by reason of or in connection with CITY' s use and/or occupancy of the Licensed Premises. CLUB shall indemnify, defend, and hold harmless the CITY from any and all suits, claims, demands, actions, losses, or damage arising from the loss of life and/or injury or damage to person or property whatsoever by reason of or in connection with CLUB' S use and / or occupancy of the Leased Athletic Fields and Playgrounds.
- 12.0 INSURANCE: Both parties at their own expense shall secure and maintain during the contract term general liability insurance which insures against claims for bodily injury, property damage, personal injury, and advertising injury arising out of or in connection with any operations or work under this AGREEMENT whether such operations are by either party, their employees, or subcontractors and their employees. The policy shall provide minimum limits of liability as follows:
- A. \$1,000,000.00 combined single limit - each occurrence
  - B. \$2,000,000.00 combined single limit - general aggregate
  - C. \$2,000,000.00 combined single limit - products / completed operations aggregate
  - D. \$1,000,000.00 business auto liability - combined single limit
  - E. \$500,000.00 worker's compensation - each accident / each employee
  - F. \$3,000,000.00 umbrella excess liability insurance
  - G. The commercial general liability policy shall afford coverage for the explosion, collapse, and underground hazards, contractual liability, and liability arising from independent contractors. The aforementioned insurance limits shall be reviewed and adjusted on a yearly basis to reflect rising costs. CITY agrees to furnish a copy of its certificate(s) of insurance or other acceptable evidence that the foregoing liability insurance is in full force and effect at all times to CLUB. CLUB shall be named as "Additional Insured" on all such insurance certificates.
- 13.0 SUCCESSOR AND ASSIGNS: This License Agreement shall not be transferable to any person or entity. However, the privileges and obligations of this License Agreement shall be binding upon the heirs, executors, successors and assigns of the parties.
- 14.0 NOTICE: All notices, requests, demands and other communications, required or permitted under this License shall be in writing, signed by or on behalf of the person giving such notice and shall be addressed to the following people:

CITY: Mark A. Whitfield  
City Manager  
201 South Walnut Street  
Milford, DE 19963

Bradley A.J Dennehy  
Parks & Recreation Director  
207 Franklin Street  
Milford, DE 19963

CLUB: Patricia Mann  
Executive Director  
101 Delaware Veterans Boulevard  
Milford, DE 19963

Millie Charnick  
Vice President of Operations  
669 S. Union Street  
Wilmington, DE 19805

- 15.0 DEFAULT AND REMEDIES: Acts of default under the terms of this License shall include, but not be limited to, the following:
- A. Failure to do any act which is required by the terms of this Agreement.
  - B. The commission of any act which is prohibited by the terms of this Agreement.
  - C. The occurrence of any other act of default which is specified elsewhere in this Agreement.
  - D. Failure to furnish, pay or otherwise provide the consideration set forth in Section 5 herein, whether in whole or in part.
- 16.0 CONSTRUCTION: The language in all parts of this License shall in all cases be simply construed according to its fair meaning and not strictly for or against CLUB or CITY. In no event shall this agreement be construed as anything other than a license agreement.
- 17.0 JURISDICTION: This AGREEMENT and the legal relations between the parties hereto shall be governed by and in accordance with the laws of the State of Delaware.
- 18.0 NON-DISCRIMINATION PROVISIONS: CLUB will not discriminate against any visitor, volunteer or employee because of race, creed, color, religion, citizenship status, gender, age, national origin, ancestry, disability, sexual orientation, gender identity or expression, marital status, pregnancy, military veteran status, political beliefs or affiliation, genetic history, or other characteristic protected by law. These protections apply to all areas of employment, including recruitment, hiring, training and development, promotion, transfer, dismissal, layoff, compensation, benefits, social and recreational programs.
- 19.0 CONFLICT OF INTEREST/POLITICAL ACTIVITY: The elected officials, public officials, employees and agents of the CITY shall comply with all applicable laws and regulations relating to conflicts of interest with regard to the work and compensation covered by this Agreement. The officials, employees and agents of the CLUB shall comply with all applicable laws and regulations relating to conflicts of interest with regard to the work and compensation covered by this Agreement. CLUB shall not use the compensation paid through this Agreement for political activities or legislative activities. For the purpose of this Agreement, the terms "political activities" and "legislative activities" shall have the meanings ascribed to them by the Internal Revenue Service.
- 20.0 INTEGRATION: This License Agreement sets forth all the promises or representations, agreements and undertakings between CLUB and CITY relative to the Licensed Premises. There are no promises, representations, agreements or undertakings, either oral or written, between CLUB and CITY except as set forth herein. No amendment, change or addition to this Agreement shall be binding upon either party unless reduced to writing and signed by both parties. This Agreement shall be binding upon CLUB and CITY, their heirs, executors, administrators, assigns and successors, both CLUB and CITY being duly authorized to execute the same.

\*\*\*\*REMAINING PAGE IS BLANK\*\*\*\*

IN WITNESS WHEREOF, the parties hereto have executive this AGREEMENT the day and year first written above.

\_\_\_\_\_  
Attest/City Clerk

\_\_\_\_\_  
Mayor/City of Milford

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Director/Milford Parks & Recreation

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Executive Director  
Greater Milford Boys & Girls Club

- Exhibit A: Boys & Girls Club Location
- Exhibit B: Tony Silicate Memorial Park
- Exhibit C: Locker Room Area Description
- Exhibit D: Boys & Girls Club Parking Spaces



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