



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

CITY COUNCIL AGENDA January 27, 2025

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 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

Approval of Agenda

Approval of Previous Minutes

Recognition

Introduction/New City Employees

Public Comments/Final Determination ®

Ordinance 2024-15

Amendment to City of Milford Code

Chapter 230 Zoning/Historic District Commission

Ordinance 2025-01

Amendment to City of Milford Code

Chapter 125 Fiber Lease

Communications & Correspondence

Unfinished Business

New Business

Authorization/Lease Agreement/Land Exchange

Authorization/DelDOT Construction Inspection Agreement/Milford Corporate Center

Resolution 2025-01/Adopting City of Milford Charter Amendment

Discussion/Evergreen Solutions, LLC/Pay Study/Police Officers

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.



TO: Planning Commissioners

FROM: Rob Pierce, AICP - Planning Director

DATE: January 21, 2025

RE: Ordinance 2024-15 - Chapter 230 Zoning Amendment – Historic Preservation

Background

The 2023-2028 Strategic Plan, which was adopted by City Council on August 28, 2023, tasked staff with developing a Historic Preservation ordinance for City Council’s consideration in order to protect buildings from destruction or insensitive rehabilitation. This goal was supported by the results of the 2022 National Citizen Survey that was conducted prior to the development of the Strategic Plan. The results of the survey, which were received from 432 randomly selected City households, indicated that 85% of the respondents either strongly supported or somewhat supported the creation of a historic district review board. The survey also included an open online component which received 30 responses of which 93% either strongly supported or somewhat supported this initiative.

The 2008 and 2018 Comprehensive Plans included objectives related to pursuing a historic preservation ordinance. Objective 6.4 from the 2008 plan states “assist in the development of a historical district ordinance which will enhance the rehabilitation of all buildings located in the three historical districts.” A draft ordinance was presented to City Council on February 25, 2008 but no formal action was ever taken.

There are three registered historic districts within the City of Milford; the North Milford Historic District; the South Milford (Victorian) Historic District; and Milford’s Shipyard Historic District. Enclosed is an overview map of all three districts, individual maps of each district and the boundary description of each district from the 1982 National Register of Historic Places Inventory Nomination Form. There are approximately 213 individual properties within these three existing historic districts.

The Process

Several meetings were held during the 2024 calendar year to review and discuss the development of a Historic Preservation Ordinance. Below is a summary of the meetings held by the Planning Commission and City Council;

- March 25, 2024 – City Council Workshop – Introductory Meeting
- April 16, 2024 – Planning Commission – Introductory Meeting
- May 21, 2024 – Planning Commission – Review Draft Ordinance
 - Article I – General Provisions, Definitions and Word Usage
 - Article III – Use and Area Regulations, Historic District

- New Article XV – Historic Properties
- Article VI – Signs
- July 16, 2024 – Planning Commission – Review Draft Ordinance
 - Update Draft Code Revisions
 - Historic District Maps, Boundary Descriptions, List of Properties
 - Secretary of the Interior’s Standards for the Treatment of Historic Properties
- September 25, 2024 – City Council Workshop - Update

Ordinance 2024-15

The proposed ordinance would amend Chapter 230, Zoning by creating Article XV which would establish a Historic District Commission for the City of Milford. The proposed amendment includes a purpose statement, procedures for appointing members, member terms and frequency of meetings. The proposed amendment would add definitions for “National Register of Historic Places” and “Historic District” to Article I of the zoning code.

The purpose of the Historic District Commission would be to assist the Planning Commission and City Council in developing regulations for architectural review, establishing or expanding historic district boundaries, and establishing guidelines for the preservation and conservation of historic district properties. The Historic District Commission would also advise on matters concerning historic preservation, review all proposed National Register nominations, and act as a liaison on behalf of the City to individuals and organizations related to historic preservation.

There are no regulations proposed as part of the ordinance. Any regulations proposed by the Historic District Commission would require an amendment to Chapter 230 Zoning with review by the Planning Commission and approval by City Council.

Recommendation

Staff recommends City Council adopt of Ordinance 2024-15 to amend Chapter 230 Zoning to establish a Historic District Commission.

CITY OF MILFORD
NOTICE OF PUBLIC HEARINGS

Planning Commission: Tuesday, January 21, 2025 @ 6:00 PM
City Council: Monday, January 27, 2025 @ 6:00 PM

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

Ordinance 2024-15
Amendment to City of Milford Code
Chapter 230 Zoning/Historic District Commission

WHEREAS, the Mayor and City Council of the City of Milford are charged with the protection of the public health, safety, and welfare of the citizens of the City of Milford; and

WHEREAS, the Mayor and City Council desire to amend the zoning code of the City of Milford to establish a Historic District Commission with no regulatory authority, whom would be tasked with developing a historic district ordinance for the Planning Commission and City Council's consideration; and

WHEREAS, the Planning Commission considered this ordinance at a duly noticed meeting on January 21, 2025 to allow for public comment and review of the amendment; and

WHEREAS, the City Council held a public hearing on January 27, 2025, notice for which was published in the Delaware State News on January 3, 2025, at which time all interested members of the public were given an opportunity to comment on this ordinance; and

WHEREAS, the City Council finds that amending the Zoning Code to establish a Historic District Commission is in the best interest of the public health, safety and general welfare of the citizens of the City.

NOW, THEREFORE, the City of Milford hereby ordains:

Section 1. Purpose: The Zoning Code of the City of Milford is hereby amended to add definitions regarding historic districts and amended to add language to create a Historic District Commission.

Section 2. Section 230-4 is hereby amended.

Section 3. Article XV and Section 230-62 are hereby created.

Section 4. Strikethrough text denotes a deletion; underlined and bold text denotes an addition.

Chapter 230-4. – Definitions and word usage.

NATIONAL REGISTER OF HISTORIC PLACES - A federal list of cultural resources worthy of preservation, authorized under the National Historic Preservation Act of 1966 as part of a national program to coordinate and support public efforts to identify, evaluate, and protect the nation's historic and archaeological resources. The national register program is administered by the state historic preservation office and by the National Park Service under the department of the interior.

HISTORIC DISTRICT - The geographic areas of Milford that have been designated by the City of Milford, and graphically illustrated on the official zoning map of the City of Milford, as possessing a significant concentration of properties, buildings, structures or objects associated with and representative of the historical development of Milford and which meet at least one of the following criteria:

- (a) Exemplifies or reflects the broad cultural, political, economic, or social history of Milford, Kent County, Sussex County, the State of Delaware, or the United States of America; or
- (b) Is associated with the lives of persons of historic importance or with events of historic significance to Milford, Kent County, Sussex County, the State of Delaware, or the United States of America; or
- (c) Embodies distinguishing architectural characteristics which are invaluable resources for the study, understanding and appreciation of periods, styles, society, methods of construction, craftsmanship and the use of indigenous materials; or
- (d) Represents the notable work of master builders, designers or architects whose designs, construction and craftsmanship have been recognized as distinctive and whose work has influenced the period of time in which they lived.

ARTICLE XV - Historic Preservation.

230-62. - Historic District Commission established.

- A. Creation and purpose. There shall be a Historic District Commission for the purpose of assisting the Planning Commission and City Council in developing a historic preservation ordinance. The historic preservation ordinance may or may not provide regulations in reviewing applications for architectural review certifications; for making recommendations for designation of historic district zones; for establishing guidelines for the preservation and conservation of historic district zones; for advising other officials and departments in the City of Milford in matters concerning historic preservation; for reviewing all proposed National Register nominations in the City of Milford; for acting as a liaison on behalf of the City of Milford to individuals and organizations concerned with historic preservation; and for carrying out programs of historic preservation education in the City of Milford.
- B. Appointment. The Commission shall consist of five members nominated by the Mayor and approved by the City Council, who are residents of the City of Milford and who have demonstrated special interest, experience, or knowledge in history, architecture, or historic preservation. Two of the members, to the extent available, shall be professional members representing the professions of architecture, history, archaeology, planning, historic preservation or related disciplines. At least two members shall be residents of the district, and at least one shall represent a business within the district.
- C. Term. The members of the Commission shall serve for three-year staggered terms. Vacancies shall be filled within 60 days in accordance with 230-62(B).
- D. Organization. The Commission shall determine the times and frequency of its meetings, which shall be held at least monthly; however, if no agenda items are available or requested 10 working days prior to the time of the regularly scheduled monthly meeting, the City may cancel the regularly scheduled monthly meeting. The Commission shall establish bylaws for its general procedure, which shall include a section addressing conflicts of interest.

Section 5. Dates.

Introduction to City Council: January 13, 2025

Planning Commission Public Hearing: January 21, 2025

City Council Public Hearing: January 27, 2025

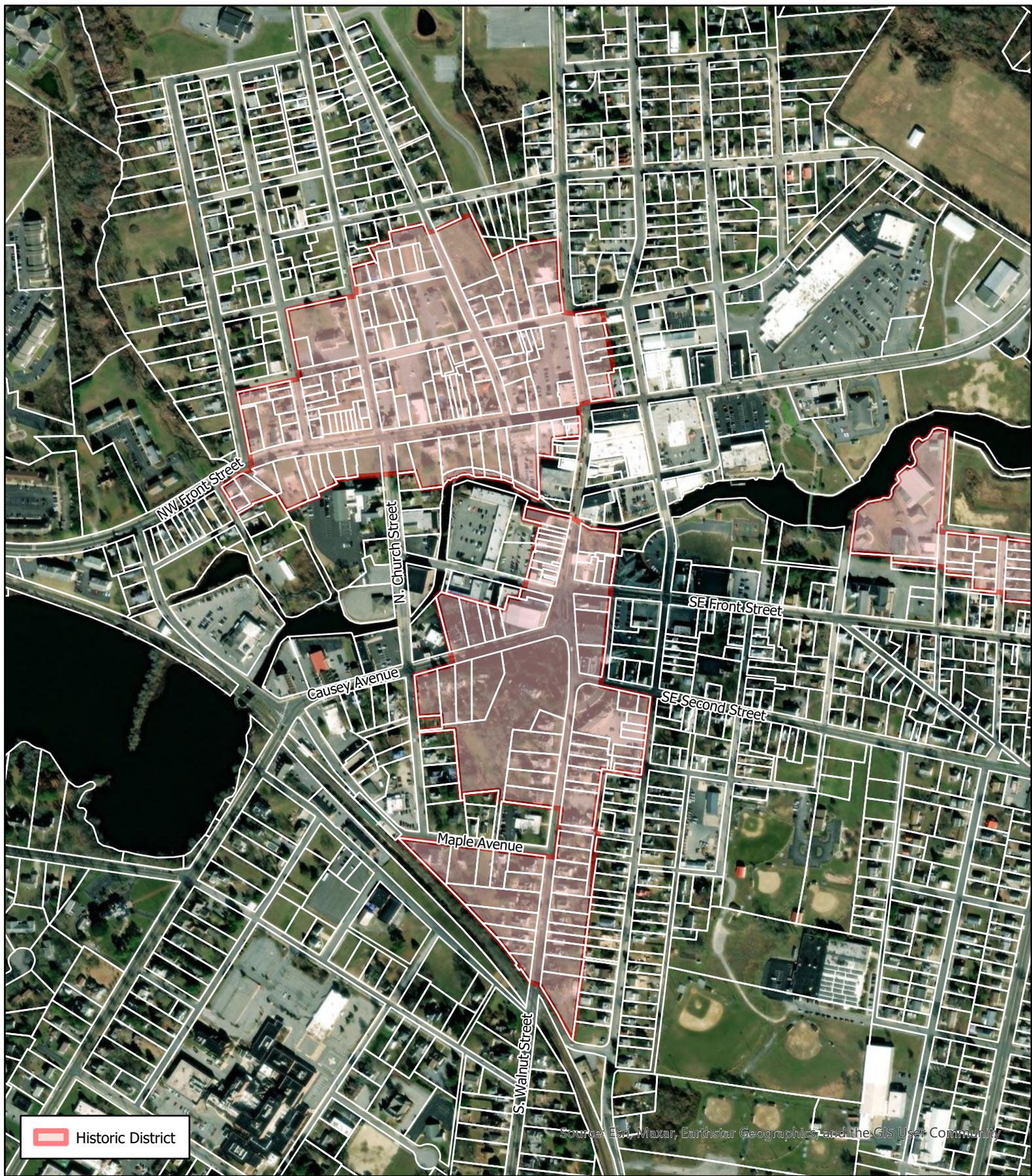
Section 6. Effective.

This Ordinance is effective ten days following its adoption.

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

12302024

Published: Delaware State News 01.05.25



Source: Esri, Maxar, Earthstar Geographics and the GIS User Community



Scale: Feet
0 250 500

Drawn by: WRP Date: 06/10/24

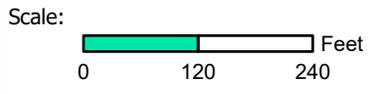
Title:
**Historic Districts
Overview
Aerial Map**

Filepath: HistoricDistrict_Overview.aprx



 Historic District

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



Drawn by: WRP Date: 06/10/24

Title:
**Historic District
North Milford
Aerial Map**

Filepath: HistoricDistrict_NorthMilford.aprx



 Historic District

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



Scale:  Feet
0 150 300

Drawn by: WRP Date: 06/10/24

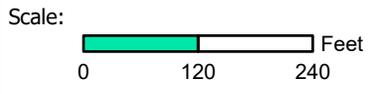
Title:
Historic District
South Milford / Victorian
Aerial Map

Filepath: HistoricDistrict_Victorian.aprx



 Historic District

Source: Esri, Maxar, Earthstar Geographics and the GIS User Community



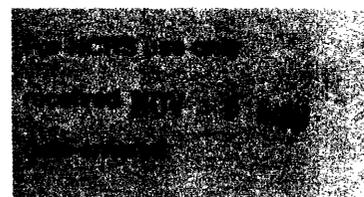
Drawn by: WRP Date: 06/10/24

Title:
Historic District
Milford's Shipyard Area
Aerial Map

Filepath: HistoricDistrict_Vinyard.aprx

**United States Department of the Interior
Heritage Conservation and Recreation Service**

**National Register of Historic Places
Inventory—Nomination Form**



Continuation sheet

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NORTH MILFORD HISTORIC DISTRICT - Boundary Description (K-1694):

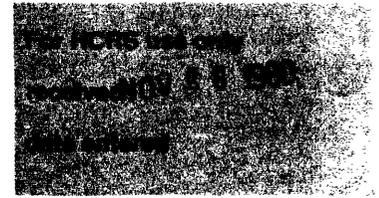
Starting at the intersection of the east curb line of Mill Street and the south property line of 13 Mill Street (.1), north along the curb line to the south curb line of N. W. Front Street, then east along this line to a point opposite the east curb line of Truitt Avenue, then north along this line to the south curb line of N. W. Second Street, then east along this line to the east curb line of West Street, then north along this line to the south curb line of N. W. Third Street, then east along this line to the east curb line of Church Street, then north to the north property line of 115 N. W. Third Street (.112), then east along the various rear property lines on the north side of N. W. Third Street to the west curb line of North Street, then south along this line to a point opposite the north property line of the Methodist Church Cemetery (.109), then along this line to the west property line and then south along this line to the north property line of 15 N. W. Second Street (.105), then east along the rear property lines to the west curb line of N. Walnut Street to the south curb line of N. W. Second Street, then east along this line to the east property line of 119 N. Walnut Street, then south along this line and the various property lines of the east side of N. Walnut Street to the north curb line of N. W. Front Street, then west along this line to the west curb line of N. Walnut Street, then south along this line to the south property line of 48 N. Walnut Street (.23), then west along this line to the west property line of 12 N. W. Front Street (.21), then south along this line to the south property line of 10 N. W. Front Street (.22), then west along this line to the east property line of 24 N. W. Front Street (.19), then south along this line to the north bank of the Mispillion River, then west along the various courses of the river to the south property line of 118 N. W. Front Street (.12), then west along this line to the east property line of 118 N. W. Front Street, then north along this line to the south property line of 118 N. W. Front Street (.12), then west along this line continuing along the rear property lines of the south side of N. W. Front Street, to the place of beginning, encompassing a total of approximately 21.5 acres.

MILFORD'S SHIPYARD AREA HISTORIC DISTRICT - Boundary Description (S-1117):

Starting at the intersection of an extension of the east curb line of Franklin Street and the south river bank of the Mispillion River, proceeding south to the south property line of the Delaware Marine & Manufacturing Company, 8 Columbia Avenue (.1), then east to the rear property line of 12 Columbia Avenue (.2), then south along this line to the south property line, then east to the east curb line of Columbia Street, then south to the south property line of 21 Columbia Street (.6), then east to the west property line of 20 McColley Street (.7), then south to the north curb line of Cedar Alley, then east to the south property line of 25 McColley Street (.18), then east along this line to the east property line, then north along the rear property lines to the south curb line of Mispillion Street, then west along this line to the west curb line of Columbia Street, then north along this line to the south bank of the Mispillion River, then west along the various courses to the place of beginning, encompassing an area of approximately 4 acres.

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Heritage Conservation and Recreation Service**

**National Register of Historic Places
Inventory—Nomination Form**



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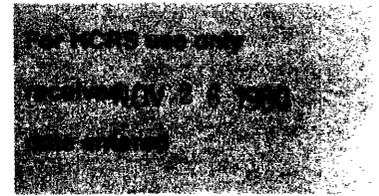
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SOUTH MILFORD HISTORIC DISTRICT - Boundary Description (S-1116):

Starting at the intersection of the south bank of the Mispillion River and the rear property line of 2 S. Walnut Street (.1), south to the south property line, then east along this line to the rear property line of 14 S. Walnut Street (.6), then south along this line to the south curb line of S. W. Front Street, then west to the rear property lines of 100 S. Walnut Street (.17) and 104 S. Walnut Street (.16), then south to the rear property line of 5 Causey Avenue (.15), then west along the several property lines to the Mispillion River, then south along the west property line of 11 Causey Avenue (.12) to the south curb line of Causey Avenue, then west to the east curb line of Church Avenue, then south along the rear property line of 12 Causey Avenue (.32), then east along this line to the property line of 2 Causey Avenue (.26), then in a counterclockwise direction along the several courses to the south property line of 210 S. Walnut Street (.31), then east along this line to the east curb line of S. Walnut Street, then south along this line to a point opposite the south curb line of Maple Avenue, then west along the south curb line of Maple Avenue to the west property line of 14 Maple Avenue (.31), then south along this line to the northeast side of the railroad right-of-way, then southeast along this line to the east curb line of S. Walnut Street, then north along this line to the north curb line of Jefferson Street, then southeast along this line to the rear property line of 321 S. Walnut Street (.46), then north along this line, being the rear property lines of the east side of S. Walnut Street to the south curb line of Barker Street, then west along this line to a point opposite the rear property line of 219 S. Walnut Street (.57), then north along the various rear property lines of the east side of S. Walnut Street and following the various courses of the alleyway to the south property line of 218 S. Washington Street (.72), then east along this line to the west curb line of S. Washington Street to the south curb line of S. E. Second Street to a point opposite the west curb line of Pearl Alley, then north along this line to the south bank of the Mispillion River, then west along the various courses of the river to the place of beginning, encompassing an area of approximately 28 acres.

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Continuation sheet Geographical Data Item number 10 Page 1

NORTH MILFORD HISTORIC DISTRICT (K-1694):

Acreage of nominated property: 21.5 acres

<u>UTM REFERENCES:</u>	<u>EAST</u>	<u>NORTH</u>
A	18-462-860	4307-320
B	18-462-860	4307-040
C	18-462-360	4307-010
D	18-462-420	4307-100
E	18-462-410	4307-180
F	18-462-470	4307-190
G	18-462-460	4307-280
H	18-462-710	4307-400
I	18-462-720	4307-310

SOUTH MILFORD HISTORIC DISTRICT (S-1116): Acreage = 28 acres.

A	18-462-930	4307-000
B	18-462-880	4306-640
C	18-462-850	4306-650
D	18-462-820	4306-450
E	18-462-670	4306-580
F	18-462-620	4306-910
G	18-462-730	4306-920
H	18-462-750	4307-040

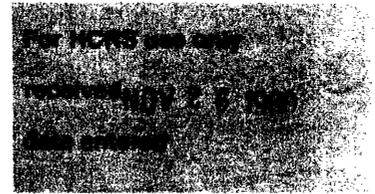
MILFORD SHIPYARD AREA HISTORIC DISTRICT (S-1117): Acreage = 4 acres.

A	18-463-550	4307-110
B	18-463-550	4307-030
C	18-463-290	4307-040
D	18-463-290	4307-110

<u>INDIVIDUAL PROPERTIES</u>	<u>EAST</u>	<u>NORTH</u>	<u>ACREAGE</u>
K-170	18-462-350	4307-010	.105 acres
K-193	18-462-270	4306-990	.195 acres
K-239	18-462-840	4307-490	.387 acres
K-1691	18-462-580	4306-970	.208 acres
K-1692	18-462-630	4306-950	.3 acres
K-1693	18-462-750	4307-780	5.1 acres

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Heritage Conservation and Recreation Service**

**National Register of Historic Places
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Continuation sheet Geographical Data Item number 10 Page 2

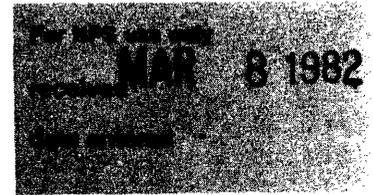
INDIVIDUAL PROPERTIES:

	<u>EAST</u>	<u>NORTH</u>	<u>ACREAGE</u>
S-162	18-463-110	4306-930	.462 acres
S-161	18-463-510	4306-620	1.09 acres
S-446	18-462-510	4306-740	just building
S-1112	18-463-060	4306-900	.672 acres
S-1113	18-462-440	4306-680	1.28 acres
S-1114	18-462-390	4306-600	1.08 acres
S-1115	18-462-220	4306-560	2.8 acres

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National Park Service

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Milford M.R.A. Individual Owners List



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Leonard & Jane L. Elfreth
c/o Chalet Du Soleil
Pocono Manor, PA 18349

Mr. Joseph R. Martin
502 N.W. Front Street
Milford, DE 19963

Sarah N. Snyder
417 N. Walnut Street
Milford, Delaware 19963

Dr. and Mrs. Warner P. Portz
600 N. Walnut Street
Milford, Delaware 19963

Thomas Draper
T/A Milford Plaza Shopping Center
Milford, Delaware 19963

Mrs. I.D. Short
208 Lakeview Avenue
Milford, Delaware 19963

**SUBMITTED FOR
D. OF E. ONLY--
OWNER OBJECTION FILED**

Conrail
C/O A.R. DiArenzo
Property Tax Dept., P.O. Box 8499
Philadelphia, Pennsylvania 19101

Michael R. Chadkowski
700 S.E. Second Street
Milford, Delaware 19963

Milford New Century Club
6 S. Church Avenue
Milford, Delaware 19963

Thomas H. and Rachel G. Draper
200 Lakeview Avenue
Milford, Delaware, 19963

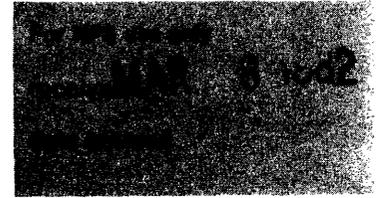
John R. and Jeanne R. Rogers
301 Lakeview Avenue
Milford, DE 19963

Nancy Regelin and Jean Cameron
C/O L. Jean Cameron
200 S.E. Front Street
Milford, DE 19963

Agnes S. Collins
66 Pine Reach Road
Henlopen Acres, Delaware 19971

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National Park Service**

**National Register of Historic Places
Inventory—Nomination Form**



MILFORD HISTORIC DISTRICT (SHIPYARD)

Continuation sheet

Item number

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Richard Taubler
610 Carriage Lane
Milford, Delaware 19963

Ms. Elizabeth M. Powell
15 Columbia Street
Milford, Delaware 19963

Mrs. Dorothy F. Faullman
19 Columbia Street
Milford, Delaware 19963

Mrs. Eleanor Brady, HRS.
C/O Eva Brady
21 Columbia Street
Milford, Delaware 19963

Elsie P. & Mary J. Lewis
23 Roberts Road
Greenbriar
New Castle, Delaware 19720

Augustus H. Lindale
11 Mill Street
Milford, Delaware 19963

William J. Watson
12 McColley Street
Milford, Delaware 19963

Herman R. Jester, HRS.
C/O Mary Jester
410 Mispillion Street
Milford, Delaware 19963

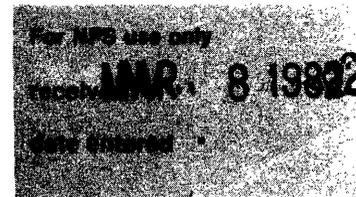
Carlos Joe Bounds
412 N.W. Front Street
Milford, Delaware 19963

Agnes S. Collins
66 Pine Reach Road
Henlopen Acres, Delaware 19971

**United States Department of the Interior
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MILFORD SHIPYARD H.D. (cont'd)



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Herschel N. Poore & G. Brainard Poore
R.D. 3, Box 468
Milford, Delaware 19963

Charles F. & Patricia Shorts
21 McColley Street
Milford, Delaware 19963

Patricia A. Shorts
21 McColley Street
Milford, Delaware 19963

John D. & Victoria E. Harris
25 McColley Street
Milford, Delaware 19963

United States Department of the Interior
National Park Service

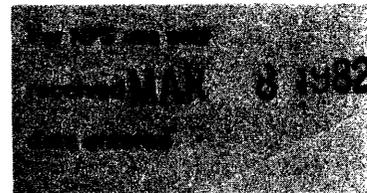
National Register of Historic Places Inventory—Nomination Form

Milford M.R.A. District Owners

Continuation sheet

Item number 4

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Note: the North Milford Historic District and the Victorian South Milford Historic District contain more than 50 properties each. Owners of properties in these districts were individually notified of Review Board consideration in 1980. They were re-notified under the new regulations by a general notice in the Milford Chronicle. A copy is attached.



TO: Mayor and City Council

FROM: Rob Pierce, Planning Director

DATE: January 27, 2025

RE: Milford Corporate Center – DelDOT Level II Construction & Inspection Agreement

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.

On November 25, 2024, City Council awarded the Milford Corporate Center Phase I Onsite & Phase I Offsite contract to George & Lynch, Inc. in the amount of \$17,990,784.19. A preconstruction meeting for the project was held on January 15, 2025. The contractor anticipates beginning construction in early March 2025.

DelDOT Level II Construction & Inspection Agreement

The State of Delaware Department of Transportation (DelDOT) requires the City to enter into a Level II Construction & Inspection Agreement for the proposed road improvement work along Milford-Harrington Highway (Route 14) and Canterbury Road (Route 15). DelDOT will provide a third-party inspector to ensure the entrance and road improvements comply with the approved construction plans and DelDOT specifications. The City will be responsible for reimbursing DelDOT for all costs associated with the construction inspection services performed by the third-party inspector.

Staff recommends City Council authorize the Mayor to execute the Level II Construction & Inspection Agreement utilizing funding approved in the FY25 and FY26 capital budgets from General Fund Reserves with reimbursement from TIF Grant Funding. 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.



Delaware Department of Transportation

Level II Construction & Inspection Agreement

**FOR Milford Corporate Center – Phase 1 &
IMPROVEMENTS ALONG PUBLIC ROAD MILFORD HARRINGTON HIGHWAY (KCR 36)
AND CANTERBURY ROAD (KCR 388)**

This **AGREEMENT**, made and executed in quadruplicate, the day, month, and year affixed by the signature of the Department of Transportation's representative, by and between the **DELAWARE DEPARTMENT OF TRANSPORTATION**, a Department created under the laws of the State of Delaware, hereinafter designated as "**DELDOT**", and Mark Whitfield, City of Milford, whose address is 180 Vickers Lane, Milford, Delaware 19963, their successors and its assigns and hereinafter called "**DEVELOPER**".

In the event the **DEVELOPER** assigns, conveys, transfers or gives up their interest in the property or any part thereof, on which the Milford Corporate Center – Phase 1 development project is to be constructed, the obligations and/or requirements contained within this **AGREEMENT** shall become the responsibility of the assignee, successor and/or subsequent property owner and/or developer.

WITNESSETH THAT

Whereas, the **DEVELOPER** intends to complete the construction of entrance and roadway improvements, pedestrian improvements, and associated signing and striping, hereinafter called "**PROJECT**", in accordance with the approved plans prepared by Becker Morgan Group, Inc., 309 South Governors Avenue, Dover, Delaware 19904 as Approved by DelDOT on 12/23/2024 and per the provisions of this **AGREEMENT**. Said **PROJECT** being located in Kent County, within the municipal limits of the City of Milford.

Whereas, the **DEVELOPER** will provide a construction schedule which outlines the construction sequence and activity durations for all work to be completed within the **DELDOT** right-of-way, along with specifying a completion date for approval, and **DEVELOPER** will substantially complete all work within the existing and proposed right-of-way outlined in the approved plans and specifications per this schedule and completion date, once approved.

Whereas, **DELDOT** shall provide construction inspection by hiring an inspection firm, hereinafter called "**INSPECTOR**", to ensure that street and entrance construction is in accordance with the approved plans, specifications and this Construction & Inspection Agreement. It will be a requirement that the inspection firm have an active Agreement with **DELDOT** in accordance with the most current version of the **DELDOT**'s open end construction inspection services agreement. The inspection firm described in the foregoing paragraph shall hereinafter be referred to as the "**INSPECTOR**".

NOW THEREFORE, the parties agree as follows:

1. The **DEVELOPER** shall provide **DELDOT** two (2) sets of the approved Construction Plans prepared in accordance with the requirements of **DELDOT** on 24"x36" sheets for the site listed in this **AGREEMENT**. The **DEVELOPER** agrees that all construction shall be in accordance with the approved construction plans, **DELDOT Construction Manual**, State and Federal Regulations, **DELDOT Special Provisions** for non-standard construction items, **DELDOT Standard Specifications** and **DELDOT Standard Construction Details** currently in force on the date of construction for the individual segments of the work described in this **AGREEMENT**.
2. Prior to the start of construction, the **DEVELOPER** shall submit and obtain approval from **DELDOT** of the following items:
 - a. Copy of the contract between **DEVELOPER** and the Contractor. The Contractor must be licensed, or have initiated the license application as required by Section 2505, Chapter 25, Title 30, of the *Delaware Code*.
 - b. Security Agreement in the amount of [150% for entrance improvements] of the estimated construction cost as approved by **DELDOT**.
3. **DELDOT** shall conduct a Preconstruction Meeting that shall include but not be limited to discussions regarding inspection procedures, plan revisions, quality assurance, ADA, semi-final and final inspections, final closeout, time extensions, and other issues as identified by **DELDOT**, the **INSPECTOR**, or the **DEVELOPER**. Prior to the Preconstruction Meeting, the **DEVELOPER** or designee shall submit a construction schedule, a source of materials list, and an itemized cost estimate to **DELDOT** for approval. No work within **DELDOT** right-of-way shall begin until a Notice to Proceed (NTP) has been issued by **DELDOT**.
4. The **DEVELOPER** or designee shall coordinate with the **INSPECTOR** acting on behalf of **DELDOT** to facilitate inspection during construction. The **DEVELOPER** shall ensure that the construction is in accordance with the approved plans, specifications, and construction schedule, which outlines the construction sequence and activity durations for all work to be completed within the **DELDOT** right-of-way, along with specifying a completion date for approval. The **DEVELOPER** shall provide **DELDOT** and the **INSPECTOR** with access to all parts of the work and furnish such information and assistance as is required by **DELDOT** or the **INSPECTOR** to make a complete and detailed inspection as described in the *Standard Specifications*. The **DEVELOPER** and designees are advised that **DELDOT** has established following conditions:
 - a. The **INSPECTOR**, acting on behalf of **DELDOT**, will inspect the workmanship to verify that the construction complies with the plans and specifications. The **INSPECTOR** will provide a **PROJECT** Supervisor and any necessary construction inspectors to administer the **PROJECT** on behalf of **DELDOT** according to **DELDOT's Standard Specifications** and *Construction Manual*.

- b. The **INSPECTOR** will ensure implementation of all applicable practices and procedures outlined in Part D “Field Practices and Procedures” of **DELDOT’s Construction Manual**.
- c. The **INSPECTOR** will provide the **DEVELOPER**, the Contractor and **DELDOT** with a roster of personnel assigned to the **PROJECT**, with periodic updates as changes in assigned personnel may warrant.
- d. Construction Inspection
 - i. Payment - The **DEVELOPER** shall reimburse **DELDOT** for all costs associated with the construction inspection services performed by the **INSPECTOR**. Inspection services may include inspection of various aspects of project construction including, but not limited to inspection of: construction of improvements, field surveys, material inspections, shop drawing review, sediment and erosion control Certified Construction Reviewer (CCR), bridges and/or railroad crossings. The **DEVELOPER** shall be responsible for all inspection costs associated with the **PROJECT** whether active or inactive once an inspector is assigned and provided a start date. Good faith estimates will be provided for each of the applicable inspection services prior to NTP. The **DEVELOPER** shall notify **DELDOT** and the **INSPECTOR** if the **PROJECT** has or will become inactive. For extended periods of inactivity, **DELDOT** will attempt to coordinate with the **INSPECTOR** to have the field inspector temporarily reassigned but may not be able to accommodate the request in all cases. In such cases when reassignment is not possible, the **DEVELOPER** will continue to be responsible for inspection costs even for periods when the project is not active. The **DEVELOPER** shall reimburse **DELDOT** within 45 calendar days of invoices being issued. If **DELDOT** is not reimbursed as indicated above, it may result in forfeiture of all or a portion of the security furnished to **DELDOT** sufficient to pay the unpaid inspection costs.
 - ii. General - The **DEVELOPER** is required to provide the **INSPECTOR** and **DELDOT** with advanced notification of 72 Hours (minimum), or as otherwise directed at the time of Notice to Proceed (NTP), for all work within the existing or proposed **DELDOT** right-of-way. The **DEVELOPER** or designee shall ensure that the **INSPECTOR** is on the job site whenever work is being done within existing or proposed Public right-of-way. This shall include ensuring inspection of construction equipment, prior to construction, to determine conformity with the **PROJECT** requirements and as outlined in Part E of **DELDOT’s Construction Manual**, “Standard Construction Procedures”.
 - iii. Materials Inspection - The **DEVELOPER** is responsible for the notification of readiness and scheduling of materials inspection for those items analyzed prior to delivery. **DELDOT** will provide materials inspection and testing services. This work will include, but not be limited to, concrete testing, asphalt concrete testing, and soils testing. The **DEVELOPER** is responsible to provide the **INSPECTOR**

- adequate documentation confirming that this work has been done. The **INSPECTOR** will organize and maintain the provided records at the **PROJECT** site, documenting material inspections and tests that have been performed.
- iv. Field Reports - **DEVELOPER** or designee will provide daily updates and other documentation upon request, for use in the **INSPECTOR**'s written daily reports and field notes; these shall be retained in the field files for reference. A project diary will also be maintained by the **INSPECTOR** for the **PROJECT**. Diaries will be kept current within one (1) working day. Copies of all Field Reports will be supplied to **DELDOT** and the **DEVELOPER** when requested and at the completion of the project.
 - v. Daily, Weekly and Special Reports - The **DEVELOPER** can request copies of the **INSPECTOR**'s daily, weekly and other special reports which are required by **DELDOT** in accordance with the development of the work.
 - vi. As-Built Plans - The **INSPECTOR** will compile and maintain accurate as-built plans which will be maintained as one set of record prints of the **PROJECT**'s construction plans. The **DEVELOPER** or designee shall provide documentation upon request that assists the **INSPECTOR** with the preparation of the as-built plans. These as-built plans will be kept up-to-date by the substitution of revised plan sheets, by the addition of marks for minor changes that have been made and by the addition of notes from the inspector's daily reports. The as-built plans will show in red ink any alterations made in foundations; locations, lengths and elevations of pipe culverts; side ditches, ditch paving, and other drainage items added or altered; final checked stationing; and all other significant variations from the original plans.
5. During construction, the **DEVELOPER** agrees to control traffic in accordance with the *Delaware Manual on Traffic Controls for Street and Highway Construction and Maintenance Operations*. Until the project is accepted, the **DEVELOPER** shall be responsible for the safety of the general public in the area of work, the work force and equipment, and the work site.
 6. **DEVELOPER** shall ensure that the installation of utilities is performed in accordance with **DELDOT**'s *Utilities Manual*. All utilities, with exception of service laterals, shall be located behind the curb or when curbs do not exist, outside the travel lane. The **DEVELOPER** agrees to coordinate the construction with the utility companies in accordance with the requirements of **DELDOT**.
 7. **DEVELOPER** shall furnish and install regulatory signs and street signs in accordance with the *Delaware Manual on Uniform Traffic Control Devices*.
 8. **DELDOT** may require revisions to the construction plans as required by field conditions. The costs of any changes required to the construction plans shall be the responsibility of the **DEVELOPER**.

9. The **DEVELOPER** may request revisions to the approved construction plans by making a written request to **DELDOT's** Public Works Engineer. Such request shall be approved by **DELDOT** in writing prior to the start of construction of the proposed revisions.
10. The **DEVELOPER** shall ensure that all streets and the contiguous work zone and Right-of-Way shall at all times be kept clear of mud and debris resulting from construction activities.
11. The **DEVELOPER** shall request that the **INSPECTOR** and **DELDOT** personnel make the ADA and semi-final inspections when the construction is complete. The **DEVELOPER** agrees to complete all work to the satisfaction of the **INSPECTOR** and **DELDOT** in accordance with the approved plans and specifications including those items listed in the ADA and semi-final inspection reports within the time specified.
12. The **DEVELOPER** shall request that the **INSPECTOR** and **DELDOT** personnel make the final inspection when all ADA and semi-final punch list items are complete. The **DEVELOPER** agrees to complete all final punch list work to the satisfaction of the **INSPECTOR** and **DELDOT** in accordance with the approved plans and specifications within the time specified in the final punch list letter.
13. The **DEVELOPER** shall indemnify and save harmless the State of Delaware and its agencies, its officers, agents, employees, assigns, servants and the like from all suits, actions or claims of any character, whatsoever, brought because of any injuries or damage received or sustained by any persons or property on account of the work of the **DEVELOPER**, its officers, agents, employees, assigns, independent contractors, or the like undertaken within the scope of this project, including, but not limited to all unpaid bills, debts or obligations of whatever nature owed by the **DEVELOPER** to any person, firm, corporation, subcontractor, supplier or the like arising from the construction.
14. This **AGREEMENT** shall become void if the **DEVELOPER** fails to obtain a Notice to Proceed (NTP) within one (1) year of the date of plan approval for road construction.
15. Failure to complete all aspects of the road construction in accordance with this **AGREEMENT**, the approved construction plans, **DELDOT Standard Specifications**, **DELDOT Standard Construction Details**, **DELDOT Construction Manual**, and **DELDOT Special Provisions** and as specified by the **DEVELOPER's** construction schedule may result in forfeiture of the security furnished to **DELDOT**, payment of liquidated damages as set forth below, and other such actions deemed permissible by the *Delaware Code*. Following the issuance of a Notice to Proceed (NTP) by **DELDOT**, the approved schedule and completion date for the individual segments of the work will be established for the purposes of determining liquidated damages. Each calendar day or working day that work remains incomplete after the approved schedule and completion date has expired, the sum specified in Section 108.09 of the **DELDOT Standard Specifications** will be paid by the **DEVELOPER** or deducted by **DELDOT** from the security furnished by the **DEVELOPER**. This sum is not a penalty, but is a liquidated damage assessed to recover the cost of inconvenience to the public, added cost of inspection, engineering and

supervision, and other extra expenditures of public funds due to the **DEVELOPER'S** designee failing to complete the work on time. Any adjustment of the approved schedule and completion date established by **DELDOT** will be considered in the assessment of liquidated damages.

16. **DELDOT** will not issue the **DEVELOPER** a final acceptance of the **PROJECT** prior to completion of all aspects of the construction to the satisfaction of the **INSPECTOR**, in accordance with the plans and specifications, as documented in a written certification to **DELDOT** and accompanied by an as-built plan prepared in accordance with the requirements of the *Development Coordination Manual*.
17. In performance of this **AGREEMENT**, **DEVELOPER** shall comply with all applicable federal, state and local laws, ordinances, codes and regulations. **DEVELOPER** shall solely bear the costs of permits and other relevant costs required in the performance of this **AGREEMENT**.
18. Each party hereto represents that it has taken the necessary action to authorize its obligations herein described and that the person signing on behalf of said parties is an authorized signatory with full authority to bind the said party.
19. The background of this **AGREEMENT** set forth above forms an integral part of this **AGREEMENT** and is hereby incorporated as if fully set forth herein.
20. If any term or provision, or any portion thereof, of this **AGREEMENT**, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this **AGREEMENT**, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this **AGREEMENT** shall be valid and shall be enforced to the fullest extent permitted by law.
21. The captions and headings of the various sections of this **AGREEMENT** are for convenience only and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits the singular shall include the plural, the plural shall include the singular, and the masculine, feminine, and neuter shall be freely interchangeable.
22. This **AGREEMENT** shall be governed by and construed in accordance with the laws of the State of Delaware, except where Federal Law has precedence. **DEVELOPER** consents to jurisdiction and venue in the State of Delaware.
23. This **AGREEMENT** may be executed in counterparts, each of which shall be an original, and such counterparts shall be construed together as one instrument. Facsimile or pdf signatures shall be deemed original signatures.
24. In the event the **DEVELOPER** assigns, conveys, transfers or gives up their interest in the property or any part thereof, on which the Milford Corporate Center – Phase 1 development project is to be constructed, the obligations and/or requirements contained within this **AGREEMENT** shall become the responsibility of the assignee, successor and/or subsequent property owner and/or developer.

IN WITNESS WHEREOF, the parties hereto have duly executed this Construction & Inspection Agreement in quadruplicate, under their respective seals, the day, month, and year affixed by the signature of the Department of Transportation's representative.

DEVELOPER

SEALED, AND DELIVERED IN THE presence of

Name of Developer

Attest:

By: _____
Authorized Signature

CORPORATE SEAL

Title

Date: _____

Phone No.: _____

E-mail: _____

In the case of a corporation, firm, or partnership, this contract must be signed by the appropriate officials of such corporation, firm, or partnership and their corporate seal must be affixed hereto.

DEPARTMENT OF TRANSPORTATION

Mark Luszcz, P.E.
Acting Chief Engineer, DelDOT

Date



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