

City of Milford



AGENDA

Council Meeting

December 5, 2011

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

Council Meeting 7:30 P.M.

Call to Order - Mayor Joseph Ronnie Rogers

Review and Approval of Settlement Agreement & Mutual Release*:

-Downtown Properties LLC

-Spyros Maroulas, Incorporated

Repeal Clark's General Contractors, Incorporated Agreement (December 13, 2010)**

Approval of Amended Clark's General Contractors, Incorporated Agreement**

FY 2011-2012 Budget Amendment

Executive Session - *Pursuant to 29 Del. C. §10004(b)(9) Personnel matters in which the names, competency and abilities of individual employees or students are discussed*

Motion-Executive Session Issues

Adjourn

**SUPPORTING DOCUMENTS MUST BE SUBMITTED TO THE CITY CLERK IN ELECTRONIC FORMAT
NO LATER THAN ONE WEEK PRIOR TO MEETING; NO PAPER DOCUMENTS WILL BE ACCEPTED
OR DISTRIBUTED AFTER PACKET HAS BEEN POSTED ON THE CITY OF MILFORD WEBSITE.**

This agenda shall be subject to change to include additional items including executive sessions or the deletion of items including executive sessions which arise at the time of the public body's meeting.

112811 *Added 113011 Receipt of Final Documents **Added December 2,2011 Late Info/Building Inspector

SETTLEMENT AGREEMENT
AND MUTUAL RELEASE

MADE BETWEEN the City of Milford (“Milford”) and Downtown Properties, LLC, a Delaware limited liability company (“Downtown”).

WHEREAS, Downtown is the current owner of 201 and 203 Northwest Front Street, Milford, Delaware, Tax Parcel Nos. MD 16-183.10-02-77.00 (the “Downtown Properties”); and

WHEREAS Milford has condemned and issued a demolition order for the Downtown Properties; and

WHEREAS, Milford and Downtown agree the Downtown Properties should be demolished but are concerned with the impact of the demolition on the adjoining properties at 205 and 207 Northwest Front Street; and

WHEREAS, in order to proceed with the demolition of the Downtown Properties, the parties have agreed as follows:

1. Downtown shall transfer the Downtown Properties to Milford for one dollar (\$1.00). The transfer of the Downtown Properties shall be free and clear of all encumbrances and insurable by a standard title insurance policy. Milford shall pay for all costs associated with the transfer of the property.
2. Settlement shall occur within fifteen (15) days of the date of this agreement.
3. This agreement is contingent upon the ratification of an agreement between Milford and Spyros Maroulas, Inc. related to the demolition of the properties located at 205 and 207 Northwest Front Street.

4. The parties hereto hereby release, acquit and forever discharge one another, individually, and their predecessors, predecessors-in-interest, successors, heirs, executors, administrators, agents, former and/or present employees, officers, general and limited partners, members, insurers and assigns, and all other persons, firms or corporations, limited liability companies, associations or partnerships liable or who might be claimed to be liable, none of whom admit any liability to the other and who all expressly deny any liability, from any and all claims, demands, damages, actions, causes of action and/or suits of any kind or nature whatsoever (including, but not limited to, tort, contract, consumer protection act, equity and/or fraud) on account of all losses, damages and injuries, known and unknown, both to person and property (real and/or personal), which have resulted or may in the future arise out of any and all acts or omissions of each other arising from the condemnation and demolition of the Properties which are the subject of this agreement, including, but not limited to, those arising under, relating to and/or covered by any federal, state and/or local ordinance, law, statute, act, custom, usage, rule and/or regulation, it being the express intent of the parties to enter into this full and final settlement and compromise of any and all claims between them whatsoever, including, but not limited to, those actions which were or could have been the subject of any complaint or counterclaim filed by the parties with any local, state and/or federal agency and or court.

5. The undersigned warrant and represent that they are fully competent to and entitled to give this complete release and discharge, that there are no liens or claims of lien or assignments in law or equity, or otherwise, of or against the claims or causes of

action of the undersigned herein, and that they are fully aware of all facts and rights to their claim.

6. This agreement contains the entire agreement between the parties. The terms of this agreement are contractual and not a mere recital. Should any portion of this agreement and release be held void, the remainder shall continue in full force and effect. This agreement is executed without reliance upon any representation by the other party or its representatives, and the undersigned have carefully read this agreement, have been advised of its meaning and consequence by an attorney of their choosing and/or had the opportunity to have been advised of its meaning by an attorney of their choosing, and sign the same of their own free will. In entering into this agreement, the undersigned warrant that they have done so voluntarily and of their own accord without reliance on any inducement, promise or representation by any other party, except those which are expressly set forth in this agreement.

7. This agreement constitutes the final, entire and exclusive agreement between the parties with respect to the subject matter of all matters discussed in it and supersedes all prior or contemporaneous discussions, statements, representations, warranties or agreements, whether written or oral, made in connection with the settlement described herein. This agreement may only be modified by an instrument in writing duly executed by the undersigned and their duly authorized representatives.

8. This agreement shall be binding upon and inure to the benefit of the undersigned and each of their respective heirs, executors, personal representatives, successors and assigns.

9. Except as otherwise stated in this Settlement Agreement and Mutual Release, all parties shall bear their own costs and expenses.

10. This Settlement Agreement and Mutual Release may be executed in counterparts.

IN TESTIMONY WHEREOF and intending to be legally bound, witness our hands and seals this _____ day of _____, 2011.

_____	_____ (SEAL)
Witness	Joseph R. Rogers, Mayor City of Milford 201 South Walnut Street Milford, DE 19963

_____	_____ (SEAL)
Witness	Daniel Bond Downtown Properties, LLC

_____	_____ (SEAL)
Witness	Rhonda Bond Downtown Properties, LLC

SETTLEMENT AGREEMENT
AND MUTUAL RELEASE

WHEREAS, the City of Milford (“Milford”) and Spyros Maroulas, Inc., a Pennsylvania corporation (“Spyros”), disagree regarding the condition, cause and condemnation of the properties known as 205 and 207 Northwest Front Street, Milford, Delaware; and

WHEREAS, Spyros is the current owner of 205 and 207 Northwest Front Street, Milford, Delaware, Tax Parcel Nos. MD 16-183.10-02-79 and MD 16.183.10-02-80 (the “Spyros Properties”); and

WHEREAS, Milford has condemned the Spyros Properties (collectively referred to as the “Spyros Properties”); and

WHEREAS, there is a bona fide dispute and differences between Milford and Spyros over the condition of the Spyros Properties, the cause of the condition to the Spyros Properties, and the validity of the condemnations; and

WHEREAS, adjacent to the Spyros Properties there are two properties owned by Downtown Properties, LLC identified as 201 and 203 Northwest Front Street, Milford, Delaware, Tax Parcel Nos. MD 16-183.10-02-77.00 (the “Downtown Properties”), which properties are subject to a separate agreement with the intent that they will be conveyed to Milford; and

WHEREAS, in order to settle such dispute and differences, the parties have agreed upon a full and final settlement and compromise of the dispute and differences between the parties and of all causes of action, damages, liabilities, expenses and costs arising by reason of the occurrences and transactions above mentioned whether heretofore or hereafter accruing and whether now known or not known to the parties hereto.

NOW, THEREFORE, the parties agree as follows:

1. Milford shall demolish all buildings located on 201, 203, 205 and 207 Northwest Front Street, Milford, Delaware, at its sole cost and expense, bringing all Spyros Properties and Downtown Properties to an even grade with the street. Thereafter, all Properties shall be seeded with grass.

2. The water meters on the Spyros Properties and the Downtown Properties shall either remain where they are, or the property owner shall have credit for the water meters.

3. Upon completion of demolition, all Properties shall be re-assessed as empty lots.

4. Except to the extent caused by the negligence or willful misconduct of Milford, Spyros agrees to indemnify, hold harmless and defend Milford from any claims, liabilities, losses, damages, penalties or from any other cause of action arising from or related to the demolition of the Properties.

5. Milford shall contract with a demolition contractor who is licensed and insured in the State of Delaware. Likewise, the demolition contractor hired by Milford shall agree to indemnify, hold harmless and defend Spyros from any claims, liabilities, losses, damages, penalties, or from any other cause of action arising from or related to the demolition of the Properties. Prior to the demolition, Milford shall have its contractor provide Spyros a declaration of its liability insurance policy naming Spyros as an additional insured.

6. Upon completion of the demolition, Milford shall transfer the Downtown Properties located at 201 and 203 Northwest Front Street to Spyros, free and clear of all encumbrances, and insurable by a standard title insurance policy for the sum of One

Dollar (\$1.00). Milford shall pay the costs of any transfer taxes imposed and the recording fees for the transfer of Spyros. Transfer of the Properties from Milford to Spyros shall occur within thirty (30) days of the completion of the demolition and site cleanup as described in paragraph 1 of this agreement.

7. This agreement is contingent upon the transfer of the Properties located at 201 and 203 Northwest Front Street from Downtown Properties, LLC to Milford. No demolition of the Spyros Properties may occur until this transfer from Downtown to Milford is completed.

8. Milford recognizes Spyros has filed an application appealing the condemnation and demolition order issued for the Properties located at 205 and 207 Northwest Front Street. Upon signature of this agreement, Spyros shall withdraw the application and shall be refunded the full application fee of three hundred dollars (\$300.00).

9. The parties hereto hereby release, acquit and forever discharge one another, individually, and their predecessors, predecessors-in-interest, successors, heirs, executors, administrators, agents, former and/or present employees, officers, general and limited partners, members, insurers and assigns, and all other persons, firms or corporations, limited liability companies, associations or partnerships liable or who might be claimed to be liable, none of whom admit any liability to the other and who all expressly deny any liability, from any and all claims, demands, damages, actions, causes of action and/or suits of any kind or nature whatsoever (including, but not limited to, tort, contract, consumer protection act, equity and/or fraud) on account of all losses, damages and injuries, known and unknown, both to person and property (real and/or personal), which have resulted or may in the future arise out of any and all acts or

omissions of each other arising from the condemnation and demolition of the Properties which are the subject of this agreement, including, but not limited to, those arising under, relating to and/or covered by any federal, state and/or local ordinance, law, statute, act, custom, usage, rule and/or regulation, it being the express intent of the parties to enter into this full and final settlement and compromise of any and all claims between them whatsoever, including, but not limited to, those actions which were or could have been the subject of any complaint or counterclaim filed by the parties with any local, state and/or federal agency and or court.

10. The undersigned warrant and represent that they are fully competent to and entitled to give this complete release and discharge, that there are no liens or claims of lien or assignments in law or equity, or otherwise, of or against the claims or causes of action of the undersigned herein, and that they are fully aware of all facts and rights to their claim. Milford specifically represents and warrants that the act of the Mayor of Milford sealing, executing, acknowledging and delivering this agreement was duly authorized by a resolution of the Council of the City of Milford.

11. This agreement contains the entire agreement between the parties. The terms of this agreement are contractual and not a mere recital. Should any portion of this agreement and release be held void, the remainder shall continue in full force and effect. This agreement is executed without reliance upon any representation by the other party or its representatives, and the undersigned have carefully read this agreement, have been advised of its meaning and consequence by an attorney of their choosing and/or had the opportunity to have been advised of its meaning by an attorney of their choosing, and sign the same of their own free will. In entering into this agreement, the undersigned warrant that they have done so voluntarily and of their own

accord without reliance on any inducement, promise or representation by any other party, except those which are expressly set forth in this agreement.

12. This agreement constitutes the final, entire and exclusive agreement between the parties with respect to the subject matter of all matters discussed in it and supersedes all prior or contemporaneous discussions, statements, representations, warranties or agreements, whether written or oral, made in connection with the settlement described herein. This agreement may only be modified by an instrument in writing duly executed by the undersigned and their duly authorized representatives.

13. This agreement shall be binding upon and inure to the benefit of the undersigned and each of their respective heirs, executors, personal representatives, successors and assigns.

14. Except as otherwise stated in this Settlement Agreement and Mutual Release, all parties shall bear their own costs and expenses.

15. This Settlement Agreement and Mutual Release may be executed in counterparts.

IN WITNESS WHEREOF and intending to be legally bound, the undersigned affix their hands and seals this _____ day of _____, 2011.

Witness
Joseph R. Rogers, Mayor
City of Milford
201 South Walnut Street
Milford, DE 19963
(SEAL)

Witness
Spyros, Doukas, President
Spyros Maroulas, Inc.
209 N.W. Front Street
Milford, DE 19963
(SEAL)

DEMOLITION

(201-203-205-207 NW Front Street)

SCOPE OF WORK

- Demolish all remaining structures on the 2 lots (203-205-207 NW Front St)
- Responsible for identifying, removing and disposing of any asbestos dealing with these structures.
- Remove ALL debris from properties (including block from basements)
- Fill in basements with clean fill dirt as necessary, top with 6” of top soil, and plant grass seed/straw.
- Finished area should have positive drainage (no standing water)
- Install silt fence as necessary to prevent dirt from washing into street. (along NW Second & Church St)

*****Please include how much notice is needed and when you can start, if awarded contract*****

Please fax quotes to (302) 424-3559, attention Don Williams, Email at dwilliams@milford-de.gov or bring to:

City Hall
201 S Walnut St
Milford, DE 19963.

Clark's General Contractors, Inc.



Site Preparation and Demolition

12203 Utica Road
Greenwood, Delaware 19950

Phone: 302-349-5268
Fax: 302-349-5685

PROPOSAL AND CONTRACT

NOVEMBER 16, 2010

CITY OF MILFORD

ATTN: MR. DON WILLIAMS

REF: DEMOLITION PROJECT AT 203, 205 AND 207 N.W. FRONT STREET, MILFORD, DE

CLARK'S GENERAL CONTRACTORS SUBMITS A BID IN THE AMOUNT
OF ----- \$14,640.00
FOR THE ABOVE PROJECTS.

BID INCLUDES LABOR, EQUIPMENT, MATERIALS MENTIONED IN
SCOPE OF WORK.

CLARK'S GENERAL CONTRACTORS IS A BONDABLE COMPANY AND
CARRIES ONE MILLION DOLLARS LIABILITY INSURANCE.

A. REFERENCE ASBESTOS – CLARK'S GENERAL CONTRACTOR
WILL TAKE RESPONSIBILITY FOR LOCATING AND REMOVING ANY ASBESTOS
MATERIAL FOUND ON PROJECT. HOWEVER, ANY ADDED COST FOR THE
REMOVING AND DISPOSING WILL BE AN ADDED COST TO THE CITY OF MILFORD,

B. REFERENCE TRAFFIC CONTROL – ONE LANE OF N.W. FRONT STREET
WILL NEED TO BE CLOSED WHILE THE BUILDING IS BEING DEMOLISHED.
ESTIMATED TIME OF FOUR (4) HOURS THAN RE-OPENED.

C. ESTIMATE STARTING TIME ELEVEN (11) DAYS AS DISCUSSED WITH
YOU ON 11/16/2010. A TEN (10) DAY NOTICE IS REQUIRED BY D.N.R.C.
CLARK'S GENERAL CONTRACTORS WILL COMPLY WITH CITY AND STATE
REGULATIONS.

D. CLARK'S GENERAL CONTRACTORS HAS A STATE OF DELAWARE
BUSINESS LICENSE – WHICH IS ATTACHED.

THANK YOU FOR THE OPPORTUNITY TO BID

ACCEPTED

City of Meyord
(FIRM NAME)

John Clark
BY: JOHN CLARK, PRESIDENT

BY: Joseph B Rogers

DATE: Dec. 13, 2010

Clark's General Contractors, Inc.



Site Preparation and Demolition

12203 Utica Road
Greenwood, Delaware 19950

Phone: 302-349-5268
Fax: 302-349-5685

PROPOSAL AND CONTRACT

SEPTEMBER 20, 2011

CITY OF MILFORD

ATTN: MR. DON WILLIAMS

REF: DEMOLITION PROJECT AT 203, 205 AND 207 N.W. FRONT STREET, MILFORD, DE

CLARK'S GENERAL CONTRACTORS SUBMITS A BID IN THE AMOUNT
OF ----- \$15,372.00
FOR THE ABOVE PROJECTS.

BID INCLUDES LABOR, EQUIPMENT, MATERIALS MENTIONED IN
SCOPE OF WORK.

CLARK'S GENERAL CONTRACTORS IS A BONDABLE COMPANY AND
CARRIES ONE MILLION DOLLARS LIABILITY INSURANCE.

A. REFERENCE ASBESTOS – CLARK'S GENERAL CONTRACTOR
WILL TAKE RESPONSIBILITY FOR LOCATING AND REMOVING ANY ASBESTOS
MATERIAL FOUND ON PROJECT. HOWEVER, ANY ADDED COST FOR THE
REMOVING AND DISPOSING WILL BE AN ADDED COST TO THE CITY OF MILFORD,

B. REFERENCE TRAFFIC CONTROL – ONE LANE OF N.W. FRONT STREET
WILL NEED TO BE CLOSED WHILE THE BUILDING IS BEING DEMOLISHED.
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CLARK'S GENERAL CONTRACTORS WILL COMPLY WITH CITY AND STATE
REGULATIONS.

D. CLARK'S GENERAL CONTRACTORS HAS A STATE OF DELAWARE
BUSINESS LICENSE – WHICH IS ATTACHED.

THANK YOU FOR THE OPPORTUNITY TO BID

ACCEPTED

(FIRM NAME)


BY: JOHN CLARK, PRESIDENT

BY: _____

DATE: _____

DEMOLITION

(201-203-205-207 NW Front Street)

SCOPE OF WORK

- Demolish all remaining structures on the 2 lots (203-205-207 NW Front St)
- Responsible for identifying, removing and disposing of any asbestos dealing with these structures.
- Remove ALL debris from properties (including block from basements)
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*****Please include how much notice is needed and when you can start, if awarded contract*****

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201 S Walnut St
Milford, DE 19963.

12-05-11

FY 2011-12 Budget Amendment:

Request to Increase the WAWA Rent Account by \$16,000 and Increase the Demolition Account by \$16,000 to cover the costs of the Northwest Front Street (Maroulas and Bond Properties) Demolition.