



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

## **CITY COUNCIL AGENDA**

### **Wednesday, May 14, 2025**

Attendees are welcome to participate virtually as well. Public Comments are encouraged on the agenda items designated with a Ⓢ. Virtual attendees may alert the City Clerk that they wish to speak by submitting their name, address, and agenda item via the Zoom Q&A function or by using the Raise Your Hand function during the meeting. Those attending in person may comment when the floor is opened for that purpose. All written public comments received prior to the meeting will be read into the record.

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

<https://zoom.us/j/92604845178>

*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: 926 0484 5178*

**6:00 PM**

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

Virtual attendees must register prior to start time of meeting by calling 302-422-1111 Extension 1300 or 1303, or by sending an email to [cityclerk@milford-de.gov](mailto:cityclerk@milford-de.gov) and providing your 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 Council Meeting.

## **WORKSHOP**

- 1. Public Comment**
- 2. Call to Order – Mayor Todd Culotta**
- 3. Pay Plan Presentation**

a. [Milford - Project Summary Presentation v1.1](#) Ⓢ

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b.	<a href="#">Pay Scale FY26</a> 	15
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<b>4.</b>	<b>Lightshift/Battery Storage Project Presentation</b>	
a.	<a href="#">DEMEC - Battery Presentation - FINAL 05142025</a> 	18 - 33
<b>5.</b>	<b>Deep Creek Park Plan Review Presentation</b>	
a.	<a href="#">Deep Branch Park Preliminary Plan</a> 	34
b.	<a href="#">Construction Cost Estimates</a> 	35
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<b>6.</b>	<b>Sidewalk Program Proposal</b>	
a.	<a href="#">Sidewalk Memo Meeting 4 2025</a> 	50 - 55

**7. Adjournment**

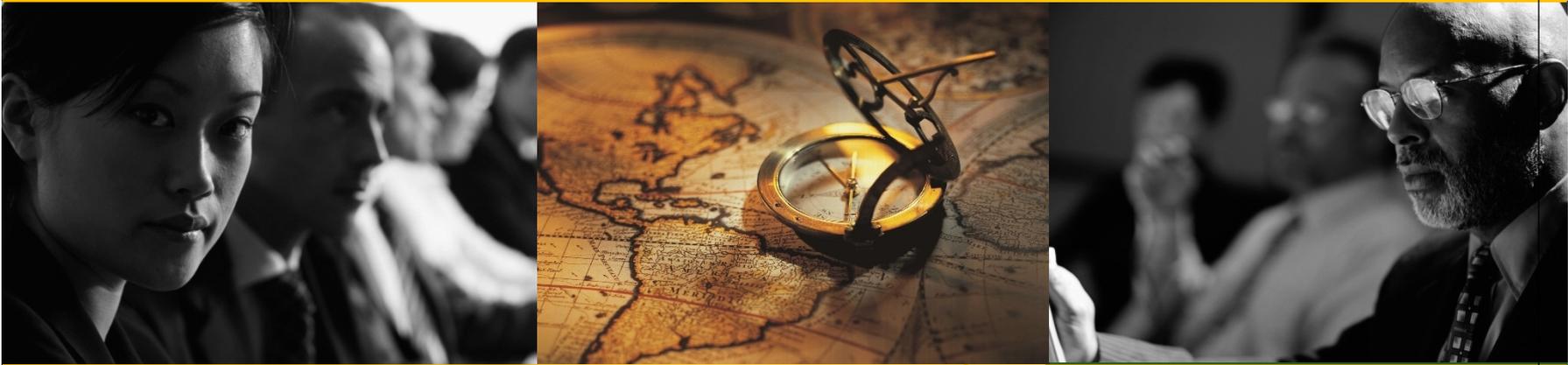
All items on the Council Meeting Agenda are subject to a potential vote.

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.

# City of Milford, DE Compensation and Classification Study Presentation of Results



**Presented by:  
Michael Misrahi**



Evergreen Solutions, LLC

**May 14, 2025**

# *Overview*

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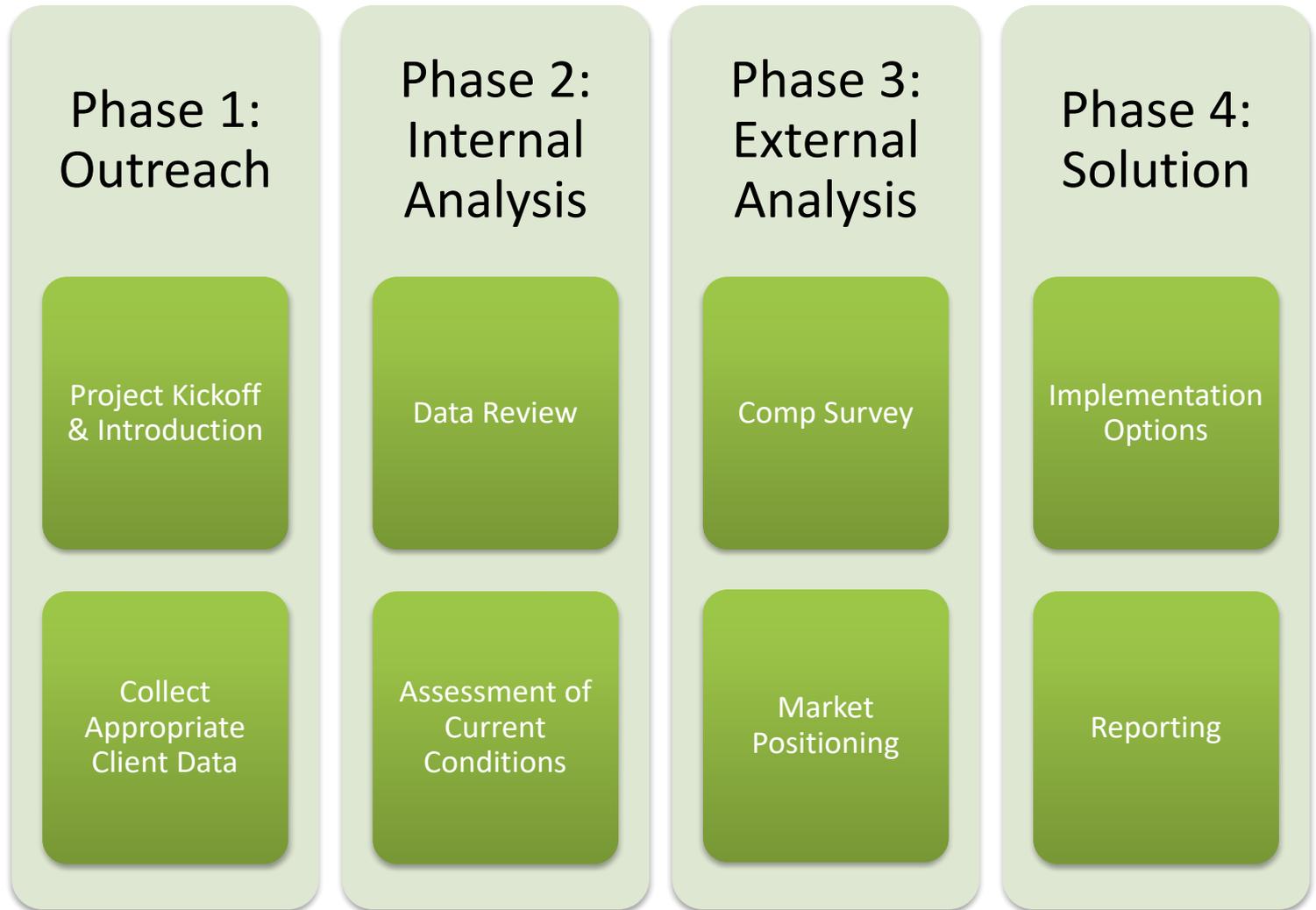
- Study Goals
- Project Phases
- Employee Meetings
- Current System Findings
- Market Results
- Recommendations

# *Study Goals*

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- Review current compensation system to ensure internal equity.
- Survey peer organizations to ensure external equity.
- Produce recommendations to provide the organization with a compensation system that is equitable, both internally and externally.

# *Project Phases*



# *Employee Meetings Comments - Positive*

- **Benefits** – Employees indicated that the comprehensive benefits package significantly contributes to employee recruitment and retention, specifically the individual health coverage and retirement.
- **Culture** – Numerous employees cited the exceptional quality of their colleagues as the primary reason for their continued tenure with the organization.
- **Hiring and Recruitment** – Many departments mentioned that they do not have a shortage of quality applicants and praised the City’s current recruitment strategy and hiring process.

# *Employee Meetings*

## *Comments - Concerns*

- **Classification Titles** – Employees expressed a desire for a more structured leveling system that better differentiates roles based on qualifications and experience.
- **Career Ladder** – Employees across multiple departments expressed concerns about limited opportunities for career progression and the absence of clearly defined advancement paths within the organization.
- **Job Descriptions** – It was mentioned that updating job descriptions would be beneficial to consider additional roles and responsibilities of employees that may not be currently accounted for.

# *Current System Findings*

- **Strength:**

- The City has a well-defined pay plan with consistent range spread and midpoint progression.
- There are not widespread salary compression issues between employees and their supervisors.

**Weakness:**

- Almost half of employees are paid within the first quartile of their pay range.
  - This can indicate a workforce that has high turnover, or one that has recently expanded with many new hires.

# Market Targets

- Salary survey resulted in responses from 25 peers.
- All responses are adjusted for cost-of-living differentials.
- Average response rate was 9.5 matches per position.

Market Peers	
Berlin, MD	Lewes, DE
Bridgeville, DE	Millsboro, DE
Caroline County, MD	Milton, DE
Chestertown, MD	Newark, DE
Delmar, MD	Ocean City, MD
Dover, DE	Queen Anne County, MD
Easton, MD	Rehoboth Beach, DE
Elkton, MD	Seaford, DE
Elsmere, DE	Selbyville, DE
Georgetown, DE	Smyrna, DE
Harrington, DE	Sussex County, DE
Kent County	Talbot County, MD
Laurel, DE	

# Market Results

Unadjusted Results (no cost-of-living adjustment)			Adjusted Results (cost-of-living adjusted)		
Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
7.1%	11.4%	14.0%	10.4%	14.6%	17.2%

- A positive differential indicates the City is ahead at that market position on average. This analysis applies to the pay plan and classification ranges **not** individual employee salaries.
- The peer response average range spread is 53.0 percent while Milford's average is 65.3 percent for the benchmarked classifications.

# *Key Recommendations*

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1. Assign pay grades to positions based on internal equity and the market results. Some positions will see larger adjustments than others due to the market response.
2. Place employees within their newly recommended pay grades. Select an implementation methodology that aligns with the compensation philosophy and financial means of the City.

# Implementation Costs

Implementation Option	Total Cost	Employees Adjusted	Average Adjustment	% of Payroll
Compa Ratio	\$ 164,598.20	77	\$ 2,137.64	2.5%

**Compa Ratio** – sets an employee’s salary in the recommended range so that their compa ratio is unchanged. Compa ratio is a ratio between an employee’s salary and their range midpoint.

# *Thank you*

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**Pay Scale**  
**July 1, 2025 - June 30, 2026**

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
1	\$ 36,416.73	\$ 37,509.23	\$ 38,634.51	\$ 39,793.54	\$ 40,987.35	\$ 42,216.97	\$ 43,483.48	\$ 44,787.98	\$ 46,131.62
2	\$ 40,058.40	\$ 41,260.16	\$ 42,497.96	\$ 43,772.90	\$ 45,086.09	\$ 46,438.67	\$ 47,831.83	\$ 49,266.78	\$ 50,744.79
3	\$ 44,064.24	\$ 45,386.17	\$ 46,747.76	\$ 48,150.19	\$ 49,594.69	\$ 51,082.53	\$ 52,615.01	\$ 54,193.46	\$ 55,819.27
4	\$ 48,470.67	\$ 49,924.79	\$ 51,422.53	\$ 52,965.21	\$ 54,554.16	\$ 56,190.79	\$ 57,876.51	\$ 59,612.81	\$ 61,401.19
5	\$ 53,317.73	\$ 54,917.27	\$ 56,564.78	\$ 58,261.73	\$ 60,009.58	\$ 61,809.87	\$ 63,664.16	\$ 65,574.09	\$ 67,541.31
6	\$ 58,649.51	\$ 60,408.99	\$ 62,221.26	\$ 64,087.90	\$ 66,010.54	\$ 67,990.85	\$ 70,030.58	\$ 72,131.50	\$ 74,295.44
7	\$ 64,514.46	\$ 66,449.89	\$ 68,443.39	\$ 70,496.69	\$ 72,611.59	\$ 74,789.94	\$ 77,033.64	\$ 79,344.65	\$ 81,724.99
8	\$ 70,965.90	\$ 73,094.88	\$ 75,287.73	\$ 77,546.36	\$ 79,872.75	\$ 82,268.93	\$ 84,737.00	\$ 87,279.11	\$ 89,897.48
9	\$ 78,062.49	\$ 80,404.37	\$ 82,816.50	\$ 85,301.00	\$ 87,860.03	\$ 90,495.83	\$ 93,210.70	\$ 96,007.02	\$ 98,887.23
10	\$ 85,868.74	\$ 88,444.81	\$ 91,098.15	\$ 93,831.10	\$ 96,646.03	\$ 99,545.41	\$ 102,531.77	\$ 105,607.72	\$ 108,775.96
11	\$ 94,455.62	\$ 97,289.29	\$ 100,207.97	\$ 103,214.21	\$ 106,310.63	\$ 109,499.95	\$ 112,784.95	\$ 116,168.50	\$ 119,653.55
12	\$ 103,901.18	\$ 107,018.22	\$ 110,228.76	\$ 113,535.63	\$ 116,941.69	\$ 120,449.95	\$ 124,063.44	\$ 127,785.35	\$ 131,618.91
13	\$ 114,291.30	\$ 117,720.04	\$ 121,251.64	\$ 124,889.19	\$ 128,635.86	\$ 132,494.94	\$ 136,469.79	\$ 140,563.88	\$ 144,780.80
14	\$ 125,720.43	\$ 129,492.04	\$ 133,376.80	\$ 137,378.11	\$ 141,499.45	\$ 145,744.43	\$ 150,116.77	\$ 154,620.27	\$ 159,258.88
15	\$ 138,292.47	\$ 142,441.25	\$ 146,714.48	\$ 151,115.92	\$ 155,649.40	\$ 160,318.88	\$ 165,128.44	\$ 170,082.30	\$ 175,184.77
16	\$ 152,121.72	\$ 156,685.37	\$ 161,385.93	\$ 166,227.51	\$ 171,214.33	\$ 176,350.76	\$ 181,641.29	\$ 187,090.53	\$ 192,703.24
Grade	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18
1	\$ 47,515.57	\$ 48,941.04	\$ 50,409.27	\$ 51,921.55	\$ 53,479.20	\$ 55,083.57	\$ 56,736.08	\$ 58,438.16	\$ 60,191.31
2	\$ 52,267.13	\$ 53,835.14	\$ 55,450.20	\$ 57,113.70	\$ 58,827.12	\$ 60,591.93	\$ 62,409.69	\$ 64,281.98	\$ 66,210.44
3	\$ 57,493.84	\$ 59,218.66	\$ 60,995.22	\$ 62,825.07	\$ 64,709.83	\$ 66,651.12	\$ 68,650.66	\$ 70,710.17	\$ 72,831.48
4	\$ 63,243.23	\$ 65,140.52	\$ 67,094.74	\$ 69,107.58	\$ 71,180.81	\$ 73,316.23	\$ 75,515.72	\$ 77,781.19	\$ 80,114.63
5	\$ 69,567.55	\$ 71,654.58	\$ 73,804.21	\$ 76,018.34	\$ 78,298.89	\$ 80,647.86	\$ 83,067.29	\$ 85,559.31	\$ 88,126.09
6	\$ 76,524.31	\$ 78,820.03	\$ 81,184.64	\$ 83,620.17	\$ 86,128.78	\$ 88,712.64	\$ 91,374.02	\$ 94,115.24	\$ 96,938.70
7	\$ 84,176.74	\$ 86,702.04	\$ 89,303.10	\$ 91,982.19	\$ 94,741.66	\$ 97,583.91	\$ 100,511.42	\$ 103,526.77	\$ 106,632.57
8	\$ 92,594.41	\$ 95,372.24	\$ 98,233.41	\$ 101,180.41	\$ 104,215.82	\$ 107,342.30	\$ 110,562.57	\$ 113,879.44	\$ 117,295.83
9	\$ 101,853.85	\$ 104,909.47	\$ 108,056.75	\$ 111,298.45	\$ 114,637.41	\$ 118,076.53	\$ 121,618.82	\$ 125,267.39	\$ 129,025.41
10	\$ 112,039.24	\$ 115,400.41	\$ 118,862.42	\$ 122,428.30	\$ 126,101.15	\$ 129,884.18	\$ 133,780.71	\$ 137,794.13	\$ 141,927.95
11	\$ 123,243.16	\$ 126,940.45	\$ 130,748.67	\$ 134,671.13	\$ 138,711.26	\$ 142,872.60	\$ 147,158.78	\$ 151,573.54	\$ 156,120.75
12	\$ 135,567.47	\$ 139,634.50	\$ 143,823.53	\$ 148,138.24	\$ 152,582.39	\$ 157,159.86	\$ 161,874.65	\$ 166,730.89	\$ 171,732.82
13	\$ 149,124.22	\$ 153,597.95	\$ 158,205.89	\$ 162,952.06	\$ 167,840.63	\$ 172,875.84	\$ 178,062.12	\$ 183,403.98	\$ 188,906.10
14	\$ 164,036.64	\$ 168,957.74	\$ 174,026.48	\$ 179,247.27	\$ 184,624.69	\$ 190,163.43	\$ 195,868.33	\$ 201,744.38	\$ 207,796.71
15	\$ 180,440.31	\$ 185,853.52	\$ 191,429.12	\$ 197,172.00	\$ 203,087.16	\$ 209,179.77	\$ 215,455.16	\$ 221,918.82	\$ 228,576.38
16	\$ 198,484.34	\$ 204,438.87	\$ 210,572.04	\$ 216,889.20	\$ 223,395.87	\$ 230,097.75	\$ 237,000.68	\$ 244,110.70	\$ 251,434.02

NOTE: No employee will exceed Step 18 of the pay scale. Wages will be capped once the employee reaches the top of the pay range specific to their job pay grade.

<b>Recommended Job Title</b>	<b>Proposed Pay Grade</b>
Accountant	10
Accounts Payable Coordinator	5
Administrative Asssitant - Parks and Recreation	3
Associate Engineer	5
Billing Clerk	3
Billing Clerk, Senior	5
Building Code Official	8
Building Maintenance and Custodial Technician	1
Building Operations & Refuse Supervisor	9
Cash Operations & Revenue Supervisor	10
Cash Operations Clerk	2
Cash Operations Clerk, Senior	3
Chief of Police	13
City Clerk	9
City Engineer	11
City Manager	15
Civil Engineer I	6
Code Enforcement Official	6
Code Enforcement Official, Senior	7
Crime Analyst	9
Deputy City Clerk	5
Economic Development & Community Engagement Administrator	10
Electric Director	13
Electric Line Supervisor	11
Electric Line Technician, Lead	10
Electric Operations Coordinator	6
Engineering Technician	5
Equipment Mechanic	6
Equipment Mechanic, Lead	7
Executive Assistant - Chief of Police	6
Executive Assistant - City Manager	6
Finance Director	13
GIS Analyst	6
Human Resources Director	12
Information Technology Director	12
Infrastruture Coordinator	6
Inventory Coordinator	7
IT Systems Administrator	10
Mental Health Clinician	9
Network Technician	8
Parks and Recreation Director	11

Parks Maintenance Coordinator	4
Parks Superintendent	9
Payroll Coordinator	8
Permit Technician	3
Permit Technician, Senior	5
Planning Director	12
Police Captain	12
Police Lieutenant	11
Police Terminal Agency Coordinator/Evidence Technician	4
Public Services Superintendent	10
Public Works Coordinator	6
Public Works Director	13
Public Works Equipment Operator - Solid Waste	4
Public Works Equipment Operator - Streets & Utilities	4
Public Works Equipment Operator , Senior- Streets & Utilities	5
Public Works Equipment Operator, Senior - Solid Waste	5
Public Works Intern	1
Police Records Clerk	5
Recreation Coordinator	6
Senior Accountant	11
Streets & Utilities Supervisor	9
Technical Support Specialist II / Programmer I	6
Technical Services Supervisor	9
Water & Wastewater Technician	4
Water & Wastewater Technician, Senior	5
Water & Wastewater Supervisor	9

# DEMEC

Delaware Municipal Electric Corporation



# City of Milford Battery Development Presentation

Scott Lynch, VP Asset Development

*Delaware Municipal Electric Corporation*

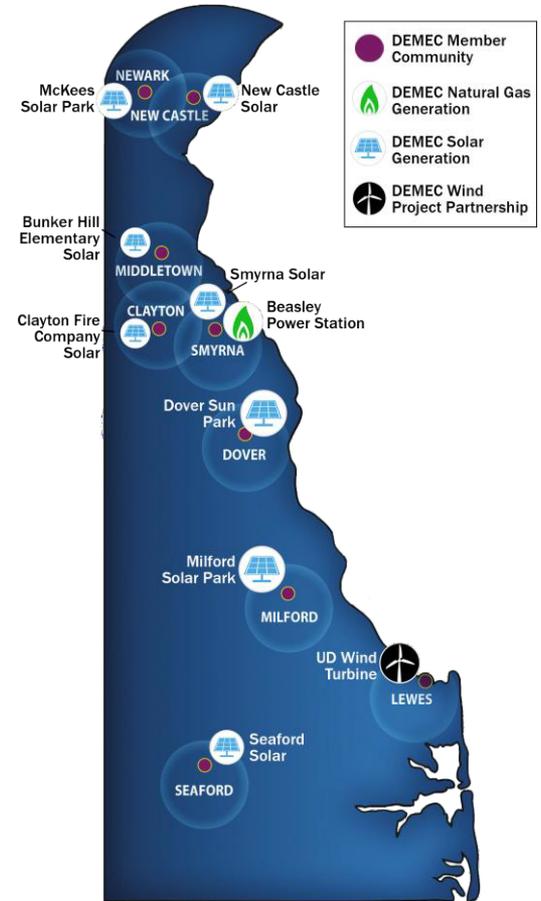
# DEMEC OVERVIEW

**DEMEC'S CORE VALUES: MEMBER FOCUS, CULTURE, OPERATIONAL EXCELLENCE, EDUCATION, AND SUSTAINABILITY**

DEMEC's members/owners consist of the nine cities & towns throughout Delaware that have community-owned electric utilities.

DEMEC is a not-for-profit Joint Action Agency with over 45 years of service. DEMEC is a political subdivision of the State of Delaware and provides its municipal members with the benefit of aggregated services as follows:

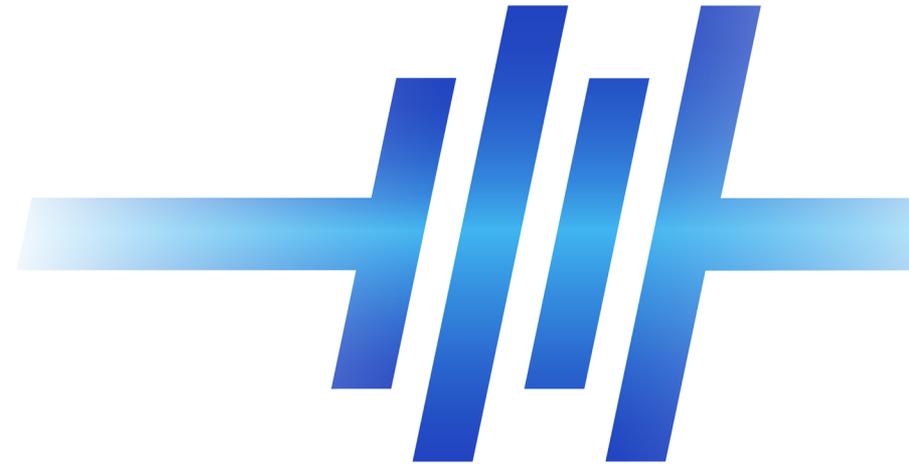
- **Reliable, environmentally responsible** power supply
- **Advocacy for local decision-making** over their retail electric rates and services provided to their customers
- **Member services** including legislative & regulatory representation, training opportunities, asset development, and on-behalf-of financing
- **Engaged and knowledgeable staff** with a proven track record of successfully supporting our members
  - *Decades of experience within the industry, municipal & state government, regulatory agencies, power generation, and private industry*



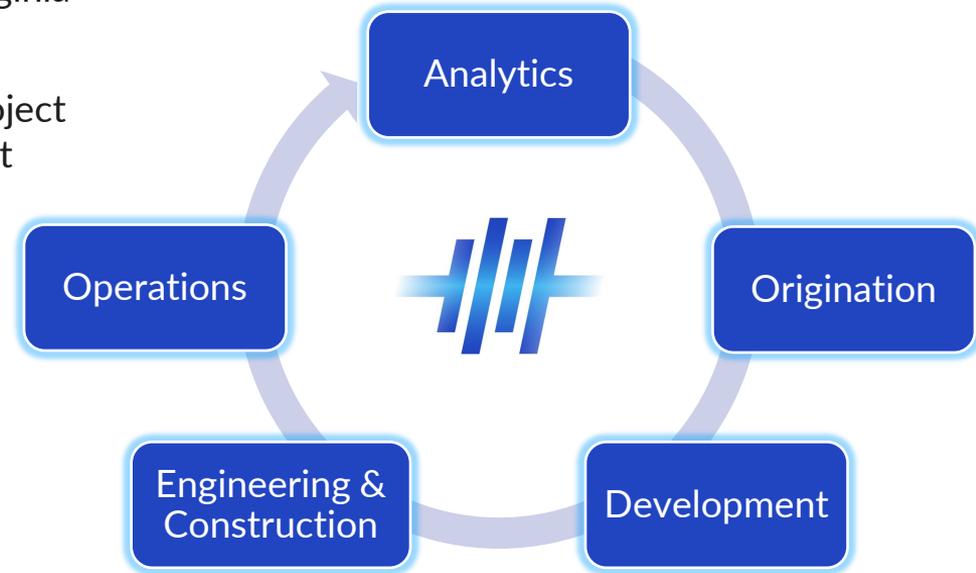
## Agenda

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- # Company Overview / Experience
- # Energy Storage Benefits
- # Project Overview
- # Project Timeline
- # Q&A



- # Incorporated in 2019, Lightshift Energy is a utility-scale energy storage company headquartered in Arlington, Virginia
- # We take a holistic approach to energy storage development from robust analytics, siting and project optimization to operations and asset management
- # Lightshift owns and operates a portfolio of six projects along the East Coast, with project operations commencing in 2022
- # We have multiple projects under construction and a large pipeline of projects across the US ranging from 2MW to 100MW, serving rural cooperatives, municipal utilities and some of the largest power consumers and investor-owned utilities in the country



Lightshift's financing partner is Greenbacker Capital, a leading owner and operator of energy infrastructure and energy storage assets in the US

Lightshift takes a holistic approach to energy storage development, from robust analytics and early siting efforts to best-in-class operations and asset management.

## ANALYTICS

- Market analysis
- GIS services
- Operational analytics
- Power system analysis
- DER integration modeling
- Load growth mitigation
- Storage asset optimization
- Resilience planning / analysis

## DEVELOPMENT

- Community and landowner engagement
- Engineering studies
- Project siting and due diligence
- Environmental review
- Interconnection & transmission

## ENGINEERING + CONSTRUCTION

- Technology selection and optimization
- Layout and design
- Engineering, procurement and construction services
- Project management
- SCADA integration
- Commissioning

## FINANCE

- Project financing
- Commercial structuring
- Contract negotiations
- Tax equity transactions
- Joint development agreements
- Mergers and acquisitions

## OPERATIONS

- O&M Services
- Market bidding/ optimization
- Field services
- Asset management
- Engineering and analysis



## Lightshift has built its brand on being a trusted collaborator with its utility partners



Entered into a framework Energy Storage Services Agreement (ESSA) with the largest Joint Action Agency in New England, the Massachusetts Municipal Wholesale Electric Company (MMWEC), to deploy a 200 MWh BESS fleet across more than 20 member municipalities.

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Lightshift partnered with Danville Utilities to design a solution to reduce Danville's load during transmission and capacity coincident peak events, saving Danville's members tens of millions of dollars over the project life. Building on the success of the first project, a second project is under contract and set to come online in Q2 2026 .

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Participated in and won consecutive competitive procurement processes in Virginia to deploy two large distribution-level storage projects (29 MW and 35 MW) under a long-term tolling agreement.

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Worked with Hoosier, the DOE and PNNL to optimize solutions for energy storage deployment in Indiana by evaluating Bulk Power Services (capacity, energy, ancillaries), T&D Infrastructure Support, Locational Benefits (e.g. power quality, resilience, renewable integration) across Hoosier's system.



## Higher quality & lower cost electricity

*Instantaneous discharge; Cheaper than conventional alternatives*



## Improved grid resilience

*Outage protection; Uninterruptible supply; Backup power and microgrid capabilities*



## Environmental sustainability

*No water usage; No emissions*



## Power grid integration

*Smooths intermittent production profiles and allows for more efficient integration of distributed energy resources*



## Fewer wires and local generation

*Substitute for costly grid upgrades; Displaces local fossil generation*



## Community benefits

*Tax revenue; Job creation; Workforce training*

The value of energy storage is location-specific, allowing Lightshift to identify the highest value services and optimize a solution to maximize its economic and operational potential

Generation Services	Transmission Services	Distribution Services	Customer Services
<b>Ramping</b>	<b>Frequency Regulation</b>	<b>Power Quality</b>	<b>Power Quality</b>
<b>Black Start</b>	<b>Voltage Support</b>	<b>Voltage Support</b>	<b>Demand Response</b>
<b>Renewable Capacity Firming</b>	<b>Load Following</b>	<b>Renewable Integration</b>	<b>Demand Charge Management</b>
<b>Energy Arbitrage</b>	<b>Spinning Reserve</b>	<b>Peak Shaving</b>	<b>Solar Self-Consumption</b>
<b>Clean Peak Dispatch</b>	<b>Congestion Relief</b>	<b>Infrastructure Avoidance/Deferral</b>	<b>Uninterruptable Power Supply/Back-Up Power</b>
<b>Resource Adequacy/Reserve Capacity</b>	<b>Non-Transmission Alternative</b>	<b>Congestion Relief</b>	<b>Islanding/Microgrid</b>

**Short Duration**

**Medium Duration**

**Long Duration**

## Lightshift has had zero safety incidents and adheres to industry best practices to ensure safety is top of mind across our projects and our workforce

- //— **Safety by Design:** systems are designed to comply with [NFPA 855](#) (Standard for the Installation of Stationary Energy Storage) and latest best practices, including a Hazard Mitigation Analyses (HMA) to fully assess system safety
- //— **Testing and Certification:** systems certified to [UL 9540](#) industry standard for battery energy storage safety; [UL 9540a](#) provides data to ensure incorporation of adequate safety features; [UL 1973](#) tests and certifies battery and battery management systems meet safety requirements
- //— **Quality Assurance:** quality ensured throughout the project lifecycle through vendor qualification, supply chain diligence, factory audits, design reviews, in-process inspections, and testing
- //— **24/7 Operations & Monitoring:** we have eyes on our projects at all times to monitor project status and take immediate action in the event that any unsafe condition arises
- //— **Preventative Maintenance:** robust maintenance program ensures that systems are kept in good working order and that unsafe conditions that could lead to fires or other issues do not develop
- //— **Emergency Preparedness:** Lightshift collaborates with local first responders throughout the full project life cycle, working closely with safety experts in developing site emergency operations plans

# Example Lightshift Peak Shaving Portfolio – Danville I & II

Lightshift is partnering with Danville Utilities, a Virginia municipal utility in the AEP zone of PJM. Successful phase I operational project led to development of phase II.

- **Danville I:** Commercial operations in Oct 2022 for a 10.5MW/24.6MWh project (pictured at right); Lightshift's relationship and peak shaving performance led to the immediate development of an additional project, Danville II.
- **Danville II:** ESSA signed Q1 2025 with an expected Q2 2026 operations date for a 11MW/55.2MWh project.
- Lightshift optimizes dispatch to reduce Danville's load during transmission and capacity coincident peak events.
- Estimated savings to Danville customers of \$70 million over the lifetime of the two projects.
- Reducing peak demand can attract economic development and data centers by providing lower energy rates.

Danville I, Danville, VA 10.5MW/24.6MWh



Excess solar generation coupled with an inability to push energy backwards through the Milford substation has created an inability to build more solar generation in Milford and caused significant changes to how the electric utility needs to operate its system

- ⚡ During times when there is a lot of sunshine but relatively low electricity usage (i.e., sunny days in the spring that don't require air conditioning), there is more solar being generated than can be absorbed by the electrical load
- ⚡ The excess solar generation requires Milford Electric to either curtail the generation of solar power or switch load onto the substation, which is suboptimal operationally
- ⚡ In addition to the challenge of excess solar generation, the cost of transmission and capacity continue to grow for Milford as electrical demand and renewable penetration continue to grow in the PJM region



Lightshift, DEMEC, and Milford have been designing a BESS project to absorb excess solar generation on the Milford distribution system, allow for new solar projects, and reduce the City’s exposure to growing transmission and capacity costs in the PJM market

⚡ **Robust Analytics:** through analysis of current and projected system load and solar generation data, the project team has identified the times of day and days of the year that “solar soaking” is necessary and the amount of battery storage capacity that needs to be reserved to perform this service

	Average Solar Soaking Hours by Month (at Max solar)							
	4 MW/3 HR	4 MW/4 HR	8 MW/3 HR	8 MW/4 HR	12 MW/3 HR	12 MW/4 HR	16 MW/3 HR	16 MW/4 HR
Jan	0.0	0.0	0.0	1.3	2.7	7.0	7.0	13.7
Feb	0.0	0.0	4.7	10.3	17.7	29.3	29.3	46.3
Mar	2.7	2.7	4.3	8.0	14.0	30.7	30.7	48.7
Apr	22.7	22.7	56.3	70.0	81.7	105.7	105.7	131.0
May	6.7	6.7	26.3	39.3	49.3	71.7	71.7	108.3
Jun	8.0	8.0	18.0	24.7	36.0	55.0	55.0	82.7
Jul	0.0	0.0	0.0	1.0	2.3	7.3	7.3	26.0
Aug	0.0	0.0	0.0	0.0	0.0	3.0	3.0	18.3
Sep	1.0	1.0	8.3	17.7	25.3	38.3	38.3	60.3
Oct	0.0	0.0	1.7	5.3	8.7	19.3	19.3	42.7
Nov	0.0	0.0	0.0	0.3	1.7	8.3	8.3	28.3
Dec	0.0	0.0	1.0	2.0	3.3	4.7	4.7	9.0

⚡ **Multi-Use Application:** the team also evaluated the project’s ability to perform peak shaving

⚡ DEMEC will dispatch the BESS to do peak shaving during the PJM summer capacity peaks and the DPL annual transmission peak

⚡ When the project is not solar soaking or peak shaving, the team also modeled the prospective revenues from the PJM market to help generate supplemental revenue and buy down the project costs

⚡ **Novel Commercial Structure:** solar soaking will be automated and be the priority service, with peak dispatch as secondary and performed by DEMEC, and market participation being performed, when possible, outside of the priority services and be managed by Lightshift

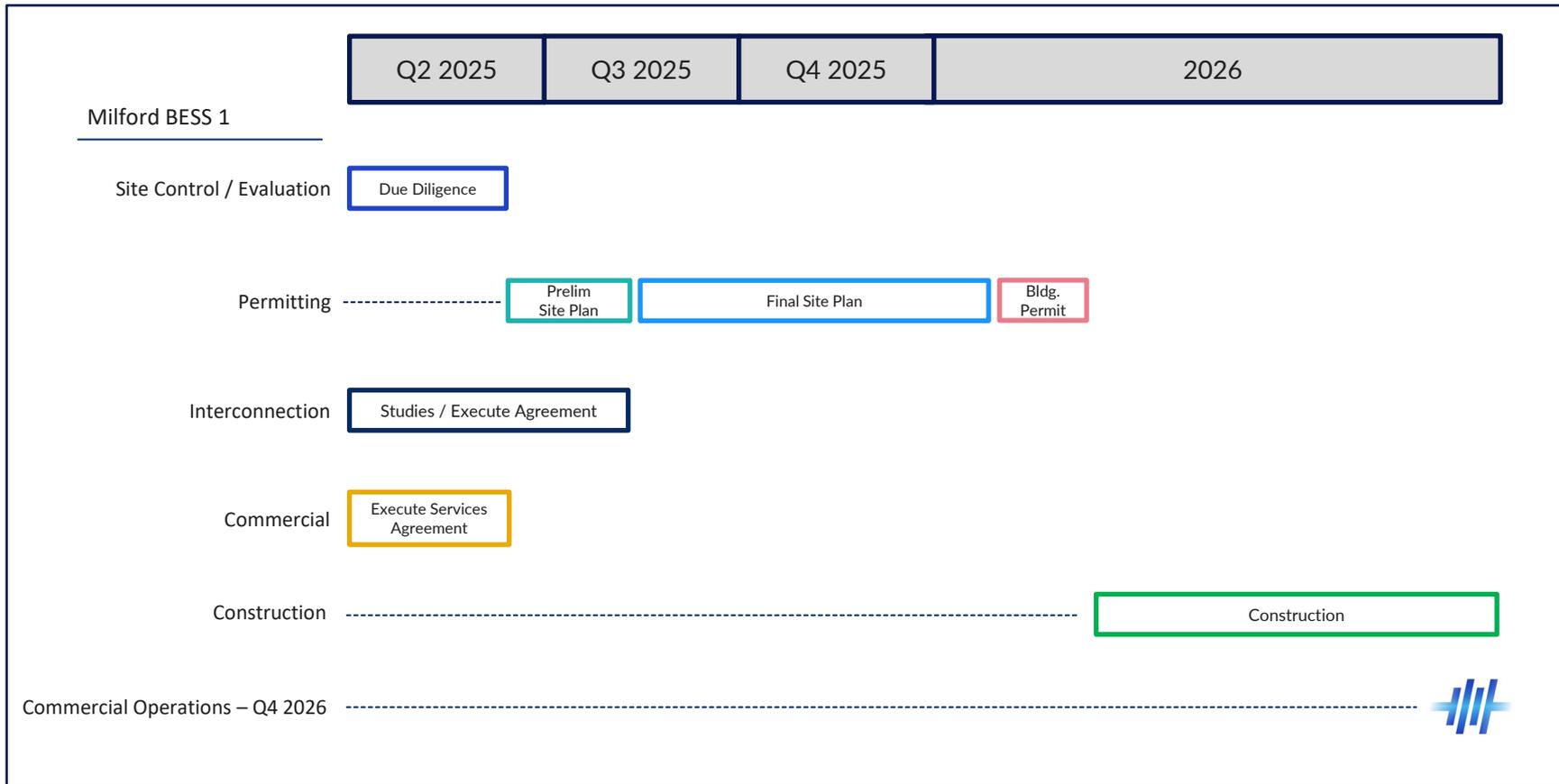
<b>Project Technology</b>	<ul style="list-style-type: none"> <li>Standalone BESS</li> </ul>
<b>Physical Address</b>	<ul style="list-style-type: none"> <li>252 Milford Harrington Hwy, Milford DE 19963</li> <li>Parcel ID: 51617300010602000</li> </ul>
<b>Project Size</b>	<ul style="list-style-type: none"> <li>8MW / 40.12MWh</li> </ul>
<b>Acreage</b>	<ul style="list-style-type: none"> <li>Entire Parcel: 10.6 acres</li> <li>Project Layout: ~11,182 Sqft</li> <li>Acreage of Disturbance: 0.26 AC</li> </ul>
<b>System Use</b>	<ul style="list-style-type: none"> <li>Solar Soaking / Peak Shaving</li> </ul>
<b>Development Status</b>	<ul style="list-style-type: none"> <li>Zoned: C-3 (Highway Commercial District)</li> <li>Landowner: City of Milford</li> <li>Permit Requirement: Site Plan Approval</li> <li>Site Due Diligence: Completed Phase 1 ESA, Wetland Delineation, Cultural Desktop Survey, T&amp;E Consultation</li> </ul>

Page 30 of 55

## Current Site Layout



# Milford BESS 1 Project Timeline



# Additional Kent County & Milford Benefits

In addition to offering additional local power grid resiliency, Lightshift's projects will convey benefits to Kent County and Milford

- Lightshift invests \$10,000 in a community organization/agency of choice upon ribbon cutting, selected at the guidance of community members with the Lightshift team
- Use of local service providers and labor wherever possible, plus workforce development and training for a rapidly growing industry; ongoing engagement with educational campuses









ARCHITECTURE  
ENGINEERING

PRELIMINARY OPINION OF  
PROBABLE CONSTRUCTION COST  
FOR  
HERRING BRANCH / DEEP CREEK GREENWAY  
PHASE 1

5/5/2025

BMG #: 2023139.00

Prepared By:

CDC

Checked By:

JDR

Prepared by:  
Becker Morgan Group, Inc  
309 S. Governors Avenue, Dover, DE 19904

Phase 1

Item Number	Item Description	Quantity	Units	Unit Cost	Total Cost
1	Full Depth DelDOT Entrance	4500.00	SF	\$ 62.93	\$ 283,185.00
2	Entrance Drive 8" CR-6 - 3.5" Base - 1.5" Top	24000.00	SF	\$ 7.17	\$ 172,080.00
3	Curb	2700.00	LF	\$ 49.71	\$ 134,217.00
4	Parking Lot 8" CR-6 - 2.5" Base -1.5" Top	31800.00	SF	\$ 6.94	\$ 220,692.00
5	Sidewalk	21000.00	SF	\$ 9.76	\$ 204,960.00
6	Stone Trail 4" CR-6 2" Dust	46460.00	SF	\$ 2.72	\$ 126,371.20
7	Pond Excavation, Topsoil Stabilize, Pipe Outfall	16100.00	SF	\$ 14.37	\$ 231,357.00
8	Grinder Pump and Force Main	1100.00	LF	\$ 42.68	\$ 46,948.00
9	Water Service for Bathroom	1100.00	LF	\$ 26.05	\$ 28,655.00
10	Landscape Buffering	893.00	LF	\$ 15.00	\$ 13,395.00
11	Privacy Fencing	795.00	LF	\$ 10.00	\$ 7,950.00
12	Remote Operate Gate	1.00	LS	\$ 10,000.00	\$ 10,000.00
<b>Subtotal</b>					<b>\$1,479,810.20</b>

Phase 2

Item Number	Item Description	Quantity	Units	Unit Cost	Total Cost
13	Bathroom	1.00	SF	\$ 250,000.00	\$ 250,000.00
14	Playground Equipment	4.00	LS	\$ 50,000.00	\$ 200,000.00
15	Pavilion	1800.00	SF	\$ 35.00	\$ 63,000.00
<b>Subtotal</b>					<b>\$513,000.00</b>

Phase 3

Item Number	Item Description	Quantity	Units	Unit Cost	Total Cost
16	Pickleball	7500.000	SF	\$ 41.54	\$ 311,550.00
17	Basketball	17000.000	SF	\$ 37.76	\$ 641,920.00
18	Pickleball Landscaping	1	LS	\$ 10,000.00	\$ 10,000.00
19	Basketball Landscaping	1	LS	\$ 10,000.00	\$ 10,000.00
<b>Subtotal</b>					<b>\$973,470.00</b>

15% Contingency \$444,942.03

**Grand Total \$3,411,222.23**

NOTE:

1.) This preliminary opinion of probable construction cost has been prepared based upon review of a plan entitled Preliminary Plan, as prepared by Becker Morgan Group Inc., dated of 03/12/2025

2.) Since Becker Morgan Group, Inc has no control over the cost of labor, materials or equipment, or over the contractor's method of determining process or over competitive bidding or market conditions, the opinions of probable construction cost provided hereon are made on the basis of our experience and qualifications. These opinions represent our best judgement as Engineers familiar with the local construction industry. However, the Engineer cannot and does not guarantee the proposals, bids, or the construction costs will not vary from opinions of probable costs prepared. If the Owner wishes greater assurances as to the construction cost, an independent cost estimator should be employed.

3.) This opinion of probable construction cost excludes costs that may be associated with the dewatering, unforeseen sub-surface conditions, environmental conditions, earth work, adverse weather conditions, material requirements, temporary utility installations, electrical transformer costs, water meter costs, etc. This estimate is not to be utilized for proforma or finance purposes.

4.) The cut/fill analysis, if applicable, is based on the limited information that Becker Morgan Group was able to obtain prior to completing this Opinion of Probable Costs.

5.) The costs listed above were provided by Kinsley Construction on 04/28/2025 as a Preliminary Cost Estimate for budgeting purposes. It is not intended to be used as a formal bid, and pricing is subject to change prior to final approvals.



To: Mayor and City Council  
Through: Mark A. Whitfield  
From: Brad Dennehy-Parks and Recreation Director  
Date: May 8th, 2025

**Re: Deep Branch Park follow up information for Council**

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At the April 14<sup>th</sup> Council meeting, council asked for the following information regarding the proposed Deep Branch Park, **1. Construction cost estimates** and **2. What grant money has been obtained and what are the constraints of the grants received.**

**1. Construction cost estimates**

Following the meeting we reached out to the design consultant (Becker Morgan) who contacted Kinsley Construction company, which is a full-service construction company and certified materials supplier, specializing in building, civil and industrial construction. Kinsley has prepared construction cost estimates which Becker Morgan has verified and are attached in the packet.

**2. What grant money has been obtained and what are the constraints of the grants received**

**Purchased**

- 19.4 acres of vacant farmland in November 2021 for a total price of \$555,926 including settlement costs.
- Funded by general fund reserves of \$495,926.
- Received a grant of \$60,00 towards the purchase price from the Delaware Land and Water Conservation Trust Fund, Outdoor Recreation Parks and Trails Program (ORPT).

**Additional grant Funding received for design and development of the park**

**2023**

- Community Reinvestment Fund (State Bond bill): \$250,000
- Outdoor Recreation Parks and Trails Program (ORPT): \$62,500

**2024**

- Community Reinvestment Fund (State Bond bill): \$200,000
- Community Transportation Fund (CTF): \$200,000
- Outdoor Recreation Parks and Trails Program (ORPT): \$125,000

Total grant funding for design and development: **\$837,500**

### **Outdoor Recreation Parks and Trails program information**

- Matching grant program assisting with public park land acquisition and outdoor recreation facility development in Delaware.
- Program was established by the State of Delaware in 1986 with annual deposits from real estate transfer tax to grow the trust.
- Trust-generated income is used to fund the program.
- Between 1988-2021 Milford has applied and been awarded 24 grants from the ORPT program in the amount of \$2'211'747 for a total investment of \$6'368'398 (list of Milford's awarded grants from ORPT is attached).
- Milford has a proven track record of applying, getting approval from the governing body, completing the projects and getting reimbursed.
- To be awarded the grant the City must have matching funds, a proclamation from Council is required, and an agreement must be signed by the Mayor and the Secretary of DNREC.
- We currently have two agreements executed by Mayor Council. We have a third agreement awaiting execution by Mayor and Council in the amount of \$125,000 and the next deadline for submission is May 16<sup>th</sup>. We intend to submit for an additional \$150,000 grant funding for Deep Branch park.
- Both a sample proclamation and agreement is attached in the packet for Council review. The language specifically to the Council's question can be found on page 3, section 2. Obligation(s) of Grantee section (g) and (h).

**(g) Grantee agrees that lands acquired or developed with ORPT Program assistance shall remain in public outdoor recreation or conservation uses in perpetuity and shall not be converted to other uses.** The project outlines the land protected for the public's use. If the Grantee cannot prevent a conversion of the land to another use, the Grantee must notify the Grantor, accordance with Section 12 of the Agreement, prior to conversion. Grantee agrees that the land cannot be converted to another use, other than conservation of outdoor recreation, without prior written approval by the Delaware General Assembly. The Grantee must agree to replace the original land in accordance with the conditions set forth the ORPT Manual (manual available upon request). If a conversion of land is approved by the Delaware General Assembly, the Grantee agrees that any replacement land shall then become subject to the same provision as the original land. The Grantee further agrees to effectuate such replacement of the original land as determined by the Grantor.

**(h) Grantee agrees that land acquired with ORPT Program assistance shall have the following language in the deed of conveyance:**

"These lands are acquired for outdoor recreation or conservation purposes in accordance with the Land and Water Conservation Trust Fund, (Title 30, Ch 54, Subchapter II Conservation Trust Fund). Property acquired or improved with ORPT Program assistance shall remain in public outdoor recreation or conservation in perpetuity and remain open for public use. Furthermore, said property may not be converted to other uses without a subsequent act of the General Assembly. If the Grantee intend to convert all or a portion of this property to another use, the Grantee must notify the State Division of Parks and Recreation, Department of Natural Resources and Environmental Control prior to the conversion."



## GRANT AGREEMENT

THIS GRANT AGREEMENT ("Agreement") is entered into by and between the State of Delaware, Department of Natural Resources and Environmental Control, Division of Parks and Recreation located at 89 Kings Highway, Dover, Delaware, 19901 ("Grantor"), and the City of Milford located at 201 S Walnut Street, Milford, DE 19963 ("Grantee").

### WITNESSETH:

WHEREAS, Grantor is charged with administering and granting funds from the **Delaware Land & Water Conservation Trust Fund**, pursuant to 30 *Del. C.* § 5423 (**Outdoor Recreation, Parks and Trails Program** or "**ORPT Program**") for municipal and county outdoor recreation and conservation investments;

WHEREAS, the Grantor provided all eligible agencies a notice of grant cycle, dated March 28, 2023, requesting Pre-Applications be submitted on-line by May 14, 2023;

WHEREAS, the Grant Review Committee comprised of Grantor, the Delaware Parks and Recreation Council ("DPRC") and the Delaware Department of Transportation ("DelDOT") met on June 1, 2023, and reviewed Pre-Applications for eligibility, local match availability, and readiness. The Grant Review Committee determined tentative distribution and requested Grantee to submit an Application due September 15, 2023;

WHEREAS, the Grantee has made an Application for designing and constructing the entranceway, parking lot, playground, and related improvements at Deep Creek Herring Greenway ("**ORPT Project**") to Grantor for a Grant under the ORPT Program, in the amount of \$62,500;

WHEREAS, on October 4, 2023, the Grant Review Committee reviewed and evaluated Applications for funding purposes; and

WHEREAS, on November 2, 2023, the DPRC reviewed and unanimously accepted the Grant Review Committee's recommendation to fund this project at the amount of \$62,500. The Grantor, with consultation from DPRC, has considered the Application under the criteria for the ORPT Program, and resolved to grant **Sixty-Two Thousand Five Hundred (\$62,500.00)** to the Grantee in accordance with the terms and conditions of this Agreement and Attachments hereto.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Term.

- (a) The term of the Grant Agreement shall be from **January 1, 2024 through June 30, 2025**. This Agreement shall commence upon the execution of this Agreement by the parties and shall continue until Grantor provides Grantee its final disbursement of Grant Funds due on Grantee's final reimbursement request; or **June 30, 2025**, whichever occurs first. The parties may agree to extend this Agreement for a mutually agreeable term to be specified in writing.

2. Obligation(s) of Grantee.

- (a) Grantee shall use the Grant Funds to carry out the ORPT Project, herein described and in the Application and Project Map hereto as Exhibit A:

The Grantee will design and construct the entranceway, parking lot, playground, and related improvements at Deep Creek Herring Greenway. Grantee may advertise and select a qualified contractor(s) to conduct these project components. This project will occur within the protected areas outlined in the attached Exhibit A.

- (b) Grantee shall appoint a "Project Coordinator" who will oversee the completion of the ORPT Project and serve as a person of contact for Grantee in communications with Grantor. Grantee agrees to reference the assigned grant number and project name in any written correspondence or billing submitted to the Grantor. Grantee agrees to notify Grantor of changes in key personnel to the ORPT Project or organization or any development that may impact the schedule or scope of the ORPT Project within a reasonable time not to exceed thirty (30) days.
- (c) Grantee shall manage and complete the Project in a professional and competent manner. Grantee shall take reasonable efforts to assure that the Project is in conformance with all pertinent federal, state, and local statues, codes, ordinances, resolutions and other applicable regulations. Grantee shall solely bear the costs of permits and other relevant costs required in the performance of this Project for work done prior to this Agreement unless a Certification of Investment was issued by the Grantor. Grantee is solely responsible for any and all costs or expenses incurred in excess of the Grant Funds awarded.
- (d) Grantee shall submit ORPT Reimbursement Request Forms along with demonstration of eligible expenses with each grant reimbursement request while a project is active. These Reimbursement Forms will be provided upon request. The Status Report shall be submitted at least two (2) times annually, by December 31<sup>st</sup> and by June 30<sup>th</sup>. A reminder email will be sent out to Grantee with the Status Report attached. Any Grant Funds not expended prior to the end of the Term of this Agreement remain with the Grantor.

- (e) Grantee agrees to credit the participation of the ORPT program in any advertisement or public comments, in accordance with Section 20 (b) of this Agreement, related to the project for which funds are granted. Further, Grantee shall post a permanent park signage displaying the ORPT logo acknowledging the ORPT Program assistance.
- (f) Grantee shall provide sufficient funds to assure effective operation and maintenance of areas developed with ORPT Program assistance for the useful life of the investment.
- (g) **Grantee agrees that lands acquired or developed with ORPT Program assistance shall remain in public outdoor recreation or conservation uses in perpetuity and shall not be converted to other uses.** The Project Map outlines the land protected for the public's use. If the Grantee cannot prevent a conversion of the land to another use, the Grantee must notify the Grantor, in accordance with Section 12 of this Agreement, prior to the conversion. Grantee agrees that the land cannot be converted to another use, other than conservation or outdoor recreation, without prior written approval by the Delaware General Assembly. The Grantee must agree to replace the original land in accordance with the conditions set forth in the ORPT Manual (manual available upon request). If a conversion of land is approved by Delaware General Assembly, the Grantee agrees that any replacement land shall then become subject to the same provision as the original land. The Grantee further agrees to effectuate such replacement of the original land as determined solely by the Grantor.
- (h) **Grantee agrees that land acquired with ORPT Program assistance shall have the following language in the deed of conveyance:**

"These lands are acquired for outdoor recreation or conservation purposes in accordance with the Land and Water Conservation Trust Fund, (Title 30, Ch 54, Subchapter II Conservation Trust Fund)). Property acquired or improved with ORPT Program assistance shall remain in public outdoor recreation or conservation in perpetuity and remain open for public use. Furthermore, said property may not be converted to other uses without a subsequent act of the General Assembly. If the Grantee intends to convert all or a portion of this property to another use, the Grantee must notify the State Division of Parks and Recreation, Department of Natural Resources & Environmental Control prior to the conversion."

3. Order of Precedence.

Any conflict or inconsistency between the provisions of the following documents shall be resolved by giving precedence to such documents in the following order: (a) this Agreement (including any exhibits, amendments or modifications thereto); (b) Grantee's Application for grant funds and (c) Grantor's Grant Application Instructions. The aforementioned documents are specifically incorporated into this Agreement and made a part hereof.

4. Obligations of Grantor: Disbursement & Limitation of Grant Funds.

- (a) Grantor shall serve as administrator of the Grant Funds under this Agreement. Grantor shall furnish Grant Funds to Grantee on a reimbursable basis. Upon incurring eligible

expenses, Grantee shall complete and submit to Grantor appropriate ORPT Reimbursement Request Forms.

- (b) Grantor shall reimburse Grantee up to fifty percent (50%) of eligible project expenses within thirty (30) days of receipt of Grantee's Reimbursement Request Form, Status Report and demonstration of expenditures. If Grantor disputes a portion of a reimbursement expenditure, Grantor agrees to 1) pay the undisputed portion of the reimbursement request of receipt and 2) provide Grantee a detailed statement of Grantor's position on the disputed portion of the reimbursement expense within thirty (30) days of receipt. Grantee shall then have thirty (30) days from receipt of Grantor's detailed statement to resolve the disputed portion of the reimbursement expense amount.
  - (c) Grantor shall not be obligated to reimburse ORPT Project costs incurred by Grantee prior to the issuance of a Purchase Order allocating the Grant Funds approved by the Delaware Department of Finance. Grantor shall notify Grantee within fourteen (14) days of when the Purchase Order has been approved and Grant Funds are made available to Grantee.
  - (d) Grantor's obligation to reimburse Grantee will not exceed the total amount of Grant Funds awarded to Grantee from the ORPT Program and authorized in the Purchase Order. Grantor's total liability that may become due under this Agreement is limited to the authorized amount set forth in Grantor's Purchase Order. Grantor is in no way liable for any such excess costs, fees or expenses.
  - (e) Grantor reserves the right to withhold disbursement of Grant Funds if Grantor determines, in its sole discretion, that (i) Grantee's performance or completion of the Project is in violation of any federal, state, or local law or rule; or creates a risk to the public health, safety or environment; (ii) Grantee fails to make substantial progress in the completion of the ORPT Project; and (iii) Grantee fails to comply with the terms of this Agreement.
  - (f) Grantor is a sovereign entity, and shall not be liable for the payment of federal, state and local sales, use and excise taxes, including any interest and penalties from any related deficiency, which may become due and payable as a consequence of this Agreement.
  - (g) Grantor shall supply the ORPT Program logo to Grantee for use in signage displaying the ORPT logo acknowledging the ORPT Program assistance.
5. Independent Status. It is understood that Grantee is an independent entity, and is not an agent or employee of Grantor. Grantee shall complete the Project in its own manner and method. Grantee shall be solely responsible for, and shall indemnify, defend and save Grantor harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.
6. Modifications. Grantee shall provide written notice to Grantor within a reasonable time not to exceed Thirty (30) days of planned changes or modifications which impact the scope,

schedule or funding of the ORPT Project for which the Grant Funds were awarded. For clarification, any additional Grant Fund requests of Twenty-Five Thousand (\$25,000) Dollars or less will be reviewed by Grantor. Additional Grant Fund request of Twenty-Five Thousand (\$25,000) Dollars or more will require a Council review. In either case, there is no guarantee that the request will be partially or fully funded. If Grantor determines that the changes or modifications are of such significance as to no longer qualify the ORPT Project for Grant Funds, Grantor may terminate this Agreement in its discretion.

7. Procurement & Subcontractors. Grantee shall follow the State of Delaware Purchasing and Bidding Thresholds for the procurement of goods, supplies, and services, including a subcontractor(s). Grantee is only required to use the formal bidding procedures when a purchase is made in an amount that exceeds the threshold limits listed below:

(a) Materiel and Non-Professional Services:

Less than \$50,000 - Open Market Purchase  
\$50,000 - \$99,999.99 - 3 Written Quotes  
\$100,000 and over - Formal Bid

(b) Public Works:

Less than \$150,000 - Open Market Purchase  
\$150,000 - \$249,999.99 - 3 Letter Bids  
\$250,000 and over - Formal Bid

(c) Professional Services:

Less than \$150,000 - Open Market  
\$150,000 and over - Formal RFP Process

8. Assignment. Any attempt by Grantee to assign or otherwise transfer any interest in this Agreement without the prior written consent of Grantor shall be void.

9. Termination.

- (a) Grantor may, by written notice to Grantee, terminate this Agreement if it is found that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Grantee or any agent or representative of Grantee to any officer or employee of the State of Delaware or Grantor with a view toward securing a contract or securing favorable treatment with respect to the awarding of Grant Funds or making of any determinations with respect to the performance of this Agreement.

- (b) If sufficient funds are not appropriated by the Delaware General Assembly, or other appropriate federal or state agency, to sustain in whole or, in part Grantor's performance under this Agreement; or if such appropriation is reduced such that the amount of the appropriation is insufficient to sustain said performance; this Agreement shall be null

and void at the insistence of Grantor. Grant Funds cannot be recalled or otherwise taken back once disbursed to Grantee.

- (c) Grantee acknowledges that Grantor has an obligation to ensure that public funds are not used to subsidize private discrimination. Grantee recognizes that if it refuses to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, Grantor may declare Grantee in breach of this Agreement, terminate this Agreement, and designate Grantee as non-responsible.
  - (d) Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, or a percentage, brokerage, or contingent fee. For breach or violation of this warranty, Grantor shall have the right to terminate this Agreement.
  - (e) This Agreement may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Agreement through no fault of the terminating party; but only after the other party is given (i) not less than fifteen (15) calendar days written notice of intent to terminate and (ii) an opportunity for consultation with the terminating party prior to termination.
  - (f) This Agreement may be terminated in whole or in part by the Grantor for its convenience, but only after Grantee is given; 1) no less than 15 calendar days written notice of intent to terminate; and 2) an opportunity for consultation with Grantor prior to termination.
  - (g) If the facilities or equipment used by the Grantee shall be damaged or destroyed by fire, Act of God, or otherwise, so that same cannot be used for the purpose herein, then in that event, at the option of the Grantor, this Agreement shall terminate, and each party shall be released from further obligations hereunder the Agreement.
  - (h) The rights and remedies of Grantor provided in this Section 9 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
10. Indemnification. Grantee or any agent contracted to conduct work under this Agreement shall indemnify and hold harmless Grantor, the State of Delaware, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) directly arising out of (A) the negligence or other wrongful conduct of Grantee, its agents or employees, or (B) Grantee's breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided as to (A) or (B) that (i) Grantee shall have been notified promptly in writing by Grantor of any notice of such claim; and (ii) Grantee shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.

11. Insurance.

(a) Grantee shall maintain the following insurance during the term of this Agreement or any extension thereto:

1. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law, and
2. Comprehensive General Liability - \$1,000,000.00 per occurrence/\$3,000,000 general aggregate, and
3. Miscellaneous Errors and Omissions - \$1,000,000.00 per occurrence/\$3,000,000 general aggregate, and
4. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.

(b) Grantee shall provide Forty-Five (45) days written notice of cancellation or material change of any policies.

(c) Before any activity in furtherance of this Agreement is undertaken by Grantee, the Certificate of Insurance and/or copies of the insurance policies shall be filed with the State. The certificate holder is as follows:

State of Delaware, Department of Natural Resources and Environmental Control  
Division of Parks and Recreation - ORPT Grant Program  
89 Kings Highway  
Dover, DE 19901

(d) In no event shall the State of Delaware be named as an additional insured on any policy required under this Agreement.

12. Notices. All notices, reports or other written communication required or permitted herein shall be given in writing to the physical and or email addresses set forth below:

If to Grantor:

Michael Tholstrup, Grants Coordinator  
Delaware Department of Natural Resources & Environmental Control  
Division of Parks & Recreation  
89 Kings Highway  
Dover, DE 19901  
[Michael.Tholstrup@delaware.gov](mailto:Michael.Tholstrup@delaware.gov)

If to Grantee:

Brad Dennehy, Director of Parks and Recreation  
City of Milford

207 Franklin Street, Milford, DE 19963  
bdennehy@milford-de.gov

13. Force Majeure. Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control.
14. Entire Agreement; No Oral Modification. This Agreement constitutes the entire agreement pertaining to the subject matter hereof between Grantor and Grantee. Neither this Agreement nor any Appendix may be modified or amended except by the mutual written agreement of the parties. The provisions of this Agreement supersede all prior oral and written applications, quotations, communications, agreements and understandings of the parties with respect to the subject matter of this Agreement. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.
15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, except where Federal Law has precedence. Grantee consents to jurisdiction and venue in the State of Delaware.
16. Severability. If any term or provision of this Agreement shall be held illegal, invalid or unenforceable by a Court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement. Such term or provision held invalid shall be deemed modified to the extent necessary in the Court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.
17. Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and shall not be construed to define, limit, or prescribe the scope or intent of this Agreement or any part thereof.
18. Confidentiality. To the extent possible under 29 Del. C. 10001, et seq., the parties to this Agreement shall preserve in strict confidence any information, reports or documents obtained, assembled, or prepared in connection with the performance of this Agreement.
19. Surviving Clauses. The following clauses survive the termination of this Agreement: Section 10 "Indemnification;" Section 15 "Governing Law"; and Section 18 "Confidentiality."
20. Miscellaneous Provisions.
  - (a) The rights and remedies of Grantor provided for in this Agreement are in addition to any other rights and remedies provided by law. Grantor and the State of Delaware do not waive its sovereign immunity by entering into this contract and fully retain all

immunities and defenses provided by law with regard to any action based on this Agreement.

- (b) Grantee will not use the State of Delaware's name or the Great Seal of the State of Delaware, either expressly or impliedly, in any of its advertising or soliciting materials without the State of Delaware's express written consent.
- (c) Grantee certifies that the information reported herein is true, accurate and complete to the best of Grantee's knowledge based upon reasonable diligence of individuals with material knowledge of the Project. Grantee understands that these representations are made in support of claims for government funds.
- (d) Approval by Grantor of Grantee's request to subcontract or acceptance of or payment for subcontracted work by Grantor shall not in any way relieve Grantee of responsibility for the professional and technical accuracy and adequacy of the work. All subcontractors shall adhere to all applicable provisions of this Agreement.
- (e) Grantee shall be and remain liable for all damages to Grantor caused by negligent performance or non-performance of work under this Agreement by Grantee, its subcontractor, or its sub-subcontractor.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date signed below.

**GRANTOR  
STATE OF DELAWARE  
DEPARTMENT OF NATURAL RESOURCES  
AND ENVIRONMENTAL CONTROL  
DIVISION OF PARKS AND RECREATION**

Witness: Monica Felker For

Signature: Eric D. Dawson

Name: Shawn M. Garvin

Title: Secretary

Date: 5/10/24

Date: 5/10/2024

**GRANTEE  
City of Milford**

Witness: Jenna R. Hunter

Signature: Arthur J. Campbell

Name: ARTHUR J. CAMPBELL

Title: MAYOR

Date: 02/08/2024

Date: 02/08/2024



## RESOLUTION 2023-15

*Design and construction of trails and park amenities of 19.43 +/- acres of farmland for the purposes of converting into a new city park and trail system on South Rehoboth Boulevard in Milford, Delaware.*

WHEREAS, since its establishment in 1974, Milford Parks and Recreation has set out to promote community recreation with an emphasis on Parks and Trails throughout the City; and

WHEREAS, the City of Milford recently purchased 19.43 +/- acres of farmland, known as Sussex County Tax Parcel No. 3-30-11.00-039.00, to develop into a dedicated public park and greenway trail system; and

WHEREAS, funding through the Delaware Land and Water Conservation Trust Fund, pursuant to 30 Del. C. § 5423, Outdoor Recreation, Parks and Trails Program or ORPT Program, for municipal outdoor recreation and conservation investments, assisted in the purchase; and

WHEREAS, the property has been identified in the City of Milford Strategic plan as providing additional recreational opportunities for the citizens of Milford, with the intent to create a continuous multimodal bike/pedestrian pathway, featuring playing fields, sports courts, picnic pavilions, playgrounds, public restrooms, and other open space; and

WHEREAS, this involves a multi phased project over several years which has the blessing of the City of Milford's Mayor, Council, and taxpayers of Milford; and

WHEREAS, the project is identified in the adopted Capital Improvement Plan with funding prioritized; and

WHEREAS, a contract has been executed with a design professional and the scope of work well defined; and

WHEREAS, upon the recommendation of the City's Finance Director and City Manager, City Council hereby agrees to contribute matching funds of \$62,500 from a combination of the City's General Fund Reserves and eligible Community Redevelopment/Reinvestment Funds (CRRF) and Community Transportation Funds (CTF); and

WHEREAS, the City Council designates the City Manager, or his/her designee, to manage the project and to comply with ORPT requirements for reporting and reimbursement purposes; and

WHEREAS, the City agrees that lands purchases, developed, and designed with the ORPT Program assistance shall remain in public outdoor recreation or conservation uses in perpetuity and shall not be converted to other uses.

NOW, THEREFORE, BE IT RESOLVED, that Milford City Council, by majority vote, authorize the ORPT Grant Funding Application of the above grant and commit to the management and completion of the project in a professional and competent manner, and to provide sufficient funds, including a minimum of \$62,500 in matching funds, to assure effective operation and long term maintenance of the land and its improvements, and that the City of Milford shall abide by all requirements of the ORPT Grant Program for reimbursements and stewardship responsibilities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Milford to be affixed this 28<sup>th</sup> day of August 2023.

  
Mayor Arthur J. Campbell

  
City Clerk Teresa K. Hudson

Attest:



**Outdoor Recreation, Parks and Trails (ORPT) Program**  
Delaware Land & Water Conservation Trust Fund



**City of Milford**  
1988-2021

Completed						
Project No.	Type	Year Project Approved	Park Name	Project Description	ORPT Investment	Total Project Cost
17-235T	Dev	2017	Mispillion Riverwalk	Removed and replaced wood decking and joists along the Mispillion Riverwalk.	\$ 99,705	\$ 372,991
15-230T	Dev	2015	Goat Island Natural Area	Constructed a pavilion and 3 overlooks along the Gary L. Emory Trail on Goat Island.	\$ 50,000	\$ 100,145
14-224T	Dev	2014	Goat Island Natural Area	Constructed a 6 foot wide pathway including an elevated boardwalk.	\$ 255,491	\$ 510,982
12-145	Dev	2012	Tony Silicato Memorial Park	Installed a universally accessible playground equipment in partnership with area Rotary Clubs.	\$ 171,628	\$ 343,256
11-217GW	Dev	2011	Mispillion Riverwalk	Constructed a concrete pathway connecting Memorial Park with the completed section of the riverwalk near Marshall Street and installed a floating dock for canoe/kayak access and landscaping.	\$ 185,000	\$ 380,366
09-214GW	Dev	2009	City of Milford	Completed a ped/bike master plan identifying existing pathway conditions and needs, develop an implementation strategy and solicit public input.	\$ 9,033	\$ 18,438
07-205GW	Dev	2007	Mispillion Riverwalk	Designed and constructed a pathway (linking Goat Island with the completed sections of the Riverwalk), benches and landscaping.	\$ 90,000	\$ 180,805
06-004	Dev	2006	Tony Silicato Memorial Park	Installed new playground equipment and developed a youth sports complex including 6 soccer fields, 1 multi-purpose field and parking.	\$ 150,000	\$ 449,884
05-005GW	Dev	2005	Memorial Park	Constructed a trailhead including a brick walkway, parking lot, fencing, lighting, entrance gate and landscaping.	\$ 44,000	\$ 88,575
02-003GW	Plan	2002	Abbotts Mill Nature Center	Planned a network of blueway trails including trail interpretation and signage.	\$ 5,400	\$ 10,800
02-004GW	Acq	2002	Mispillion Riverwalk	Acquired 0.4 acres along southern bank of river near Marshall St to complete access to Goat Island.	\$ 45,000	\$ 95,000
01-001GW	Dev	2001	Mispillion Riverwalk	Acquired a 30 foot strip of land along the southern bank (east of Columbia St) to continue the riverwalk to Goat Island.	\$ 74,000	\$ 138,799
00-006	Dev	2000	Marvel Square Park	Installed new playground equipment, sand volleyball court, concrete walkways and parking facilities.	\$ 48,816	\$ 97,632
99-005GW	Dev	1999	Mispillion Riverwalk	Constructed Phase 10 and 11 including a raised boardwalk along the north bank.	\$ 150,000	\$ 300,000
99-009	Dev	1999	First State BMX Facility	Developed BMX course including track, lighting, restrooms, concession stand, bleachers, fencing and landscaping.	\$ 20,000	\$ 40,000
98-009	Dev	1998	Milford Athletic Complex	Phase 1 site preparation included grading, drainage and landscaping.	\$ 25,000	\$ 210,000
97-008GW	Dev	1997	Mispillion Riverwalk	Constructed Phase 5 of Mispillion Riverwalk extending the pedestrian/bike path westbound to Front St including safety railings, lighting, park benches, trash receptacles and irrigation system.	\$ 56,124	\$ 112,248
96-005GW	Dev	1996	Mispillion Riverwalk	Constructed Phase 6 of Mispillion Riverwalk including paved pedestrian trail between Walnut St and Washington St as well as a segment west of Walnut St.	\$ 78,750	\$ 157,500
94-099	Dev	1994	Mispillion Riverwalk	Constructed Phase 3 of Mispillion Riverwalk including installation of victorian lights with poles, park benches, trash receptacles, steel railing, post and chain fence, concrete, and reseeded of disturbed areas.	\$ 78,800	\$ 161,477
93-059	Acq	1993	Memorial Park	Purchased 1.05 acres for open space/parkland (known as the Collins property).	\$ 45,000	\$ 90,000
92-032GW	Dev	1992	Mispillion Riverwalk	Planned, engineered and constructed pathway including landscaping located southeast of the Walnut street bridge.	\$ 225,000	\$ 1,699,500
92-038	Dev	1992	Mispillion Riverwalk	Acquired 0.3 acres adjacent to the Mispillion River located at 11 S. Walnut St.	\$ 55,000	\$ 110,000
Total					\$ 1,961,747	\$ 5,668,398

In Progress						
Project No.	Type	Year Project Approved	Park Name	Project Description	ORPT Investment	Minimum Expected Project Cost
21-213	Dev	2021	Memorial Park South	Design and installation of a new playground and pickleball courts, and related improvements	\$ 175,000	\$ 550,000
20-255T	Plan	2020	Riverwalk	Designing and engineering improved lighting.	\$ 75,000	\$ 150,000
Total					\$ 250,000	\$ 700,000

To: Public Works and Utilities Committee  
Thru: Mark Whitfield, City Manager  
From: Willis Shafer, Director of Public Works  
Subject: Sidewalk Infrastructure Plan  
Date: April 24, 2025

Tonight, we are having our fourth discussion on the sidewalk infrastructure program. The committee requested additional information and clarification during the last meeting. The following are the general statements and follow up answers to the questions:

General statements made by the committee (in red)

- Sidewalks should continue to be owned by the residents
- City should continue the payment program; no percentage was agreed too.
- The City should set up a low-income sidewalk account that residence could use to fund sidewalk repair. .
- The City should not reimburse residents from the previous two payment programs.

Follow-up committee questions from meeting number 3 (in red):

- List of streets that were inspected. According to the City engineer in January 2025, every section of sidewalk within the entire City has been inspected.
- The City would set up a sidewalk repair account for residences that meet the required threshold.  
Provide the State guidelines for income:

Low-Income Household/Family: A household/family having an income equal to or less than the Section 8 Very Low-Income limit (50% of the area median income) as established by HUD. (These income limits are periodically revised by HUD and are made available by DSHA to all units of general local government and counties in Delaware eligible for this program. See Attachment "A" to these Program Guidelines for the most recent figures.)

## Attachment A – Revised Income Limits

(EFFECTIVE 5/1/24)

# of Person per house	<u>Kent County</u>				<u>Sussex County</u>			
	30% of Median	50% of Median	60% of Median	80% of Median	30% of Median	50% of Median	60% of Median	80% of Median
1	\$18,900	\$31,450	\$37,740	\$50,300	\$20,550	\$34,200	\$41,040	\$54,750
2	\$21,600	\$35,950	\$43,140	\$57,500	\$23,450	\$39,100	\$46,920	\$62,550
3	\$24,300	\$40,450	\$48,540	\$64,700	\$26,400	\$44,000	\$52,800	\$70,350
4	\$26,950	\$44,900	\$53,880	\$71,850	\$29,300	\$48,850	\$58,620	\$78,150
5	\$29,150	\$48,500	\$58,200	\$77,600	\$31,650	\$52,800	\$63,360	\$84,450
6	\$31,300	\$52,100	\$62,520	\$83,350	\$34,000	\$56,700	\$68,040	\$90,700
7	\$33,450	\$55,700	\$66,840	\$89,100	\$36,350	\$60,600	\$72,720	\$96,950
8	\$35,600	\$59,300	\$71,160	\$94,850	\$38,700	\$64,500	\$77,400	\$103,200

Higher income limits apply to families with more than eight persons, although they are not included in the printed State lists because of space limitations. The lower income limits for families larger than eight persons are determined by adding 6.25 percent of the four-person income limit base to the eight-person limit for each person in excess of eight. For very low-income limits, 8 percent of the four-person base is added to the eight-person limit for each person in excess of eight (e.g., the nine-person very low limit equals 1.4 (1.32 + .08) times the four-person limit.) The limits developed by the use of these factors are to be rounded to the nearest \$50.

- Provide cost example of payment programs. Example of a resident that has 50 feet of sidewalk frontage and requires 250 square feet of sidewalk replacement at a cost of \$20 per square foot

%	Resident	%	City
50	\$2,500	50	\$2,500
40	\$2,000	60	\$3,000
30	\$1,500	70	\$3,500
20	\$1,000	80	\$4,000

The following is the City Code, Article IV , Sidewalks, section 197-13 through 197-20. The code has some language that may need to be discussed and possibly edited in red.

- **§ 197-13. - Sidewalk specifications.**

A. Sidewalks shall be located as outlined in Chapter 200 Subdivision of Land and meet the requirements of the City's Standard Construction Specifications.

B. The City Engineer shall maintain specifications regarding the installation of sidewalks and inspect and approve all construction of sidewalks.

[Ord. No. 2022-14, § 3, 3-28-2022]

- **§ 197-14. - Responsibility of installation.**

A. In all new construction sites and subdivisions, the City shall require the builder or developer to install curb, gutter and sidewalk in cases where no such improvements previously existed or where, if in existence, they are in need of repair. Issuance of a certificate of occupancy by the City will be contingent upon compliance. In proposed developments, the City Council may, at its discretion, waive the requirement to install curb, gutter and sidewalk.

B. Existing residences and commercial establishments which are desirous of having curb, gutter and sidewalk installed where no such improvements currently exist may petition the City Engineer for permission to install said improvements. **The City, at its own discretion, may install curb and gutter at the City's expense. The committee may want this modified.** Upon approval of the City Engineer, the property owner may install sidewalks at their own expense. The City Engineer shall provide lines and grades, in writing, for said installations.

C. **The City Council may order the installation of sidewalks at existing residents and commercial businesses, where sidewalks do not exist, at the property owner's expense, and the property owner shall, within 365 days, shall make the improvements.**

[Ord. No. 2022-14, § 3, 3-28-2022]

- **§ 197-15. - Responsibility for costs; financing.**

A. In all areas of new construction, the full cost of installation of curb, gutter and sidewalk shall be borne by the property owner, builder or developer at the time of construction. Where the City Council has waived the requirement for sidewalk installation a fee shall be assessed in the approximate amount of installation costs to be placed into escrow for construction by the City at a future date.

B. In instances where sidewalk installation, repair or replacement is required, the property owner shall be given the opportunity to finance such improvements through a method of reimbursement to the City, which shall not exceed 60 equal consecutive monthly payments.

C. **Owners who are in arrears on said payments for a period of 90 days will be subject to legal action and/or a lien being placed upon the property where improvements were made. The committee may want this modified.**

D. Property owners who meet the low-income criteria may apply for financial assistance, provided the City funding is available, for the cost of sidewalk repair or replacement.

[Ord. No. 2022-14, § 3, 3-28-2022]

- **§ 197-16. - Specifications.**

Installation of all curbs, sidewalks, and gutter shall be made in compliance with Standard Specifications for Installation of Utility Construction Projects and Subdivision Pavement Design, most recent edition.

[Ord. No. 2022-14, § 3, 3-28-2022]

- **§ 197-17. - Conditions requiring repair or removal and replacement of sidewalks.**

All City sidewalks shall be maintained in compliance with current American with Disabilities Act requirements. In addition, sidewalks exhibiting a likelihood of failure within a 4 year period such as those with extensive cracking or heaving may require replacement prior to falling out of ADA compliance. The repair of a sidewalk shall be at the City Engineer's discretion to determine if a sidewalk requires repair.

[Ord. No. 2022-14, § 3, 3-28-2022]

- **§ 197-18. - City to perform work.**

A. Upon the neglect of any property owner to comply with any of the requirements provided in the preceding sections, the City may, after 90 days and after duly notifying the property owner, cause the repairing, removal and replacement, or removal of obstructions and/or guttering to be done at the cost of such owner and may collect the cost thereof, from such owner, and may file a municipal lien therefor or collect the same by an action in assumpsits.

B. All such notices shall be served upon the owner of the premises to which the notice refers. If the owner is not a resident, such notice may be served upon the agent or tenant of the owner or upon the occupant of such premises. If the owner, agent or tenant cannot be located, then service shall be by notice posted on the premises.

C. The property owner is to contact the City Engineer within 30 days of receipt of the notice with a schedule of work, the name of the contractor, a cost estimate and any other information.

D. Upon receiving the notice, the property owner is required to obtain the appropriate permit for construction or reconstruction of said sidewalks and pay the appropriate fees as established by City Council.

[Ord. No. 2022-14, § 3, 3-28-2022]

- **§ 197-19. - Stop orders.**

If any property owner shall commence, or permit others to commence, the repair or removal and replacement of any sidewalk not in compliance with this chapter or not in compliance with specifications provided by the City Engineer, said Code Enforcement Officer is authorized to issue a stop order directed to the property owner and serve it upon the property owner. Upon service of such stop order, all repair or removal and replacement shall immediately cease.

[Ord. No. 2022-14, § 3, 3-28-2022]

- **§ 197-20. - Liability.**

Nothing in this chapter, including the issuing of a permit or a compliance certificate, shall be construed to hold the City of Milford liable for any failure due to faulty construction or any other act in connection with sidewalk construction.

[Ord. No. 2022-14, § 3, 3-28-2022]

### **The following is the sidewalk repair program on the City's website**

#### **Sidewalk Repair Program**

In an effort to improve the walkability and quality of city sidewalks, the City has undertaken a program to identify deficient sidewalks and notify property owners of required repairs. In accordance with City Code §197-7, Conditions Requiring Repair or Removal and Replacement of Sidewalks, the City repaired deficient sidewalks in the Spring of 2023.

To minimize the financial impact, repairs were combined with all others and completed at a significantly lower cost. Below are the payment options available to all impacted property owners:

- Option A – Prompt Payment Discount: Pay the full amount by **(date)** and receive a 15% discount for a reduced price. Payments can be mailed to 119 S. Walnut St., Milford, DE 19963 or you may pay in person at our drive-thru window by cash, check, or credit card. Please note that if you choose this option and you fail to make the discounted payment by the specified date, your discount will be forfeited and the City will automatically enroll you in Option B.
- Option B – Payment Plan (default option): Pay your total cost in 60 equal consecutive monthly installments with no interest. The installment amount will be added to your monthly utility account. Please note that your property will be subject to a lien for any unpaid portion of the repair cost.
- Option C – Low or Very Low-Income Discount: Property owners who reside in the subject property and meet HUD income guidelines for either low or very low income may qualify for an additional discount. A copy of your **most recent** Federal Income Tax Return must be submitted with your application to the City's Customer Service Department by **(date)**.

## Conclusion

What staff have determined after the last four committee meetings is the following:

- That sidewalks should continue to be owned and managed by residents
- That the current sidewalk repair program meets the committee's standards and recommend that there be no major changes and that there should be a cost sharing program that requires residents to pay a portion and the City pay the remaining portion.
- That the sidewalk program only applies to concrete sidewalk repair and replacement.
- There should be an established income level (federal HUD table) that allows residents to apply for no cost sidewalk repair
- That there be no reimbursement to residents that participated in the previous two resident payment programs.

Sidewalk repair is addressed and incorporated into the yearly road rehabilitation program. This budget year FY25, approximately 1,018 lf of sidewalk was repaired, replaced and added during the road rehabilitation program, at a cost of \$137,430. Incorporating hazardous sidewalks, gap replacement and missing sections in the annual road rehabilitation program along with continuing the current sidewalk payment program may be the best approach to moving forward.

The approved FY25 CIP Sidewalk Replacement and Gap Project, project number 3ST29, has \$388,000 for sidewalk replacement, gap fill in and resident reimbursement. The committee has elected to not reimburse residents, and the funds will be used to repair the sidewalks on South Walnut, Lakeview and NW Front, at a cost of \$99,275. There will be a balance of \$288,725 that will be utilized in the fall of 2025 and the spring of 2026 to fund the new and improved sidewalk repair program.

If the committee agrees with the items listed in the conclusion section, staff will present this document to City Council for discussion and approval. Once staff have Councils approval, the sidewalk repair plan and City Code will be edited and reissued to the committee and Council for final approval and will be made available to the public.

Willis Shafer  
Public Works Director