

# City of Milford



## AGENDA

Council Meeting

May 28, 2013

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

7:00 P.M.

### **PUBLIC HEARING—POSTPONED\***

Eric Dunn of Dunn Development, LLC on behalf of Walter N. Thomas II  
Preliminary Major Subdivision (Hickory Glen)  
Tax Map MD-16-173.00-01-21.00; Tax Map MD-16-173.00-01-22.00.

### COUNCIL MEETING

Call to Order - Mayor Joseph R. Rogers

Invocation

Pledge of Allegiance

Recognition

Proclamation 2013-9/American Cancer Society 100<sup>th</sup> Birthday

Communications

Unfinished Business

FY 2012-2013 Budget Amendment/City Hall Boiler Repairs

New Business

National League of Cities/Membership Renewal

Lease Agreement/Greater Milford Boys and Girls Club/Parks & Recreation

Adoption of Resolution 2013-12/Endorsement of 2013 Kent County Economic Development Projects

Downtown Milford, Incorporated Additional Funding/Irv Ambrose\*\*

Request to Change Site of Solar Panel Placement at Independence Commons\*\*\*\*

Adjourn

### WORKSHOP

Call to Order - Mayor Joseph R. Rogers

Greater Dover Committee/Executive Director Shelly Cecchett & Secretary J. William Andrew/

Economic Development Projects-Kent County/Baltimore AirCoil Waterline Project

Reduction of Number of Workforce Development Commission Members

Fiscal Year 2013-2014 Budget Hearing Dates\*\*\*

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.

# City of Milford



## PROCLAMATION 2013-9 AMERICAN CANCER SOCIETY 100<sup>TH</sup> BIRTHDAY

### WHEREAS:

The American Cancer Society (originally named the American Society for the Control of Cancer) was established in 1913 and has 100 years of milestones in the fight against cancer, and

The Women's Field Army started raising money and educating the public about cancer in 1937, and

In 1944, the American Cancer Society prioritized funding cancer research, which to date has funded 46 Nobel Laureates and is the largest nongovernmental, not-for-profit funder of cancer research, and

The organization made a connection between lung cancer and smoking in 1950, which has led to education and laws that have greatly reduced smoking rates, and

The American Cancer Society helped seek passage of the Cancer Act of 1971 which established the National Cancer Institute and now funds billions of dollars annually for research, and

The now largest grassroots fundraising event in the world, Relay For Life, was launched by an American Cancer Society volunteer in 1985 and has raised over \$3 billion to date and \$400 million annually to fund research, education, advocacy and service for cancer patients, and

In 1997 the American Cancer Society opened the doors to the National Cancer Information Center which receives nearly 1 million calls seeking cancer information a year, and

In 2003 American Cancer Society researchers linked obesity to most types of cancer and concluded the impact in 14% of cancers in men and 20% of cancers in women, and

For the first time in history, in 2006, the actual number of cancer deaths in the United States declined thanks in large part to the American Cancer Society's groundbreaking work in cancer prevention, early detection and treatment, and

The American Cancer Society and its advocacy affiliate the American Cancer Society Cancer Action Network were successful in gaining support and passage of FDA regulations over tobacco products, and

In 2012 the American Cancer Society reported cancer death rates declined by 20 percent, which is 1.2 million lives saved, and

Wednesday, May 22, 2013 the American Cancer Society, the official sponsor of Birthdays, will celebrate its 100th Birthday,

**NOW, THEREFORE, BE IT RESOLVED, THAT, I,  
Joseph Ronnie Rogers, Mayor of the City of Milford,  
do hereby proclaim Wednesday, May 22, 2013 as  
American Cancer Society Day**

And FURTHERMORE, urge all citizens in our state to join together to Finish the Fight against this disease.



*Mayor Joseph Ronnie Rogers*  
Mayor Joseph Ronnie Rogers

Attest:

*John L. Hudson*  
City Clerk



STATE OF DELAWARE  
DEPARTMENT OF TRANSPORTATION

800 BAY ROAD  
P.O. Box 778  
DOVER, DELAWARE 19903

SHAILEN P. BHATT  
SECRETARY

May 23, 2013

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

Honorable Ladies and Gentlemen:

The Delaware Department of Transportation has learned of your plans for a "Milford" sign to be installed along State Route 1, apparently within the right-of-way thereof.

Please be advised that any signage within State rights-of-way requires State approval, which is contingent upon meeting requirements and restrictions that the design you are currently considering, as illustrated in the May 21st edition of the Milford Review, may not fall within.

DelDOT encourages you not to make any expenditures or commitments of funds to this project prior to consultation with us.

Please consider this an invitation to open a dialogue and consultative process that will, hopefully, result in a mutually satisfactory outcome.

Thank you for your attention to this matter. You are welcome to contact me, if you wish, for further information or discussion. My direct telephone number is ( 302 ) 760 ~ 2443. My office hours are 9:00 a.m. to 5:00 p.m., weekdays ( State holidays excepted ).

Cordially,

Robert Moyer  
Roadside Control and Outdoor Advertising Agent  
DelDOT / Central District / Public Works

cc: Thomas E. Greve, P.E.  
Central District Engineer

Eric C. Cimo, P.E.  
Central District Public Works Engineer

Mark Alexander, P.E.  
Canal District Engineer,  
State Outdoor Advertising and Roadside Control Engineer



Jeffrey M. Leonard  
Roadside Control Manager

Denis L. Hehman  
Signal Design Supervisor

Thomas Meyer, P.E.  
Traffic Studies Engineer

Mark Luszcz  
Traffic Studies Administrative Manager

Robert Hutson  
Traffic Operations Manager

Frederick H. Schranck, Esq.  
Delaware Deputy Attorney General

Michael Williams  
Office of Public Relations Manager



# Sussex County Association of Towns

P.O. Box 589 Georgetown, DE 19947

- Town of Bethany Beach*
- Town of Bethel*
- Town of Blades*
- Town of Bridgeville*
- Town of Dagsboro*
- Town of Delmar*
- Town of Dewey Beach*
- Town of Ellendale*
- Town of Fenwick Island*
- Town of Frankford*
- Town of Georgetown*
- Town of Greenwood*
- Town of Henlopen Acres*
- Town of Laurel*
- City of Lewes*
- City of Milford*
- Town of Millsboro*
- Town of Millville*
- Town of Milton*
- Town of Ocean View*
- City of Rehoboth Beach*
- City of Seaford*
- Town of Selbyville*
- Town of Slaughter Beach*
- Town of South Bethany*
- Sussex County Council*

## MEETING NOTICE

**LOCATION:** DiFebo's Bistro at Bear Trap Dunes  
7 Clubhouse Drive, Ocean View

**DATE:** Wednesday, June 5th

**TIME:** 6:00 p.m. – Social  
6:30 p.m. – Dinner

**HOST:** Town of Ocean View

**SPEAKER:** Robert Maxwell

**PROGRAM:** Legislative Update

**COST:** \$31.00

**MENU:**

- Field Greens with Roasted Pears
- Thinly Sliced Beef in Mushroom Gravy
- Chicken Chesapeake Topped with Old Bay Seasoning
- Fresh String Beans with Shallot Butter
- Creamy Mashed Potatoes
- Strawberry Shortcake

For reservations, please call Donna Schwartz at Ocean View Town Hall at 539-9797 (ext. 101).

Please RSVP by Thursday, May 30<sup>th</sup>.

Make checks payable to the Town of Ocean View. (Checks can be mailed to 201 Central Avenue, Ocean View, DE 19970.

(Steering Committee notice will be sent separately.)

## BOILER REPAIR ESTIMATES

Nationals quote is as follows: **\$6,565** to replace seals....

...if there is a cracked section, here are the costs for the associated sections:

- Front \$1,153.66
- Middle \$772.63
- Back \$1,138.37

*Don Williams*

Donald Williams  
Building Inspector, City of Milford  
[dwilliams@milford-de.gov](mailto:dwilliams@milford-de.gov)  
302.424.3712 Ext 313  
302.424-3559 (Fax)



1301 Pennsylvania Ave., NW, Washington, DC 20004-1763 | 202-626-3000 | Fax: 202-626-3043 | www.nlc.org

### Membership Renewal Statement

Richard Carmean  
 City Manager  
 City of Milford  
 201 S. Walnut St.  
 Milford, DE 19963-1957

Date: 05/07/2013  
 Invoice #: 89387  
 Member #: 0000008210  
 Member Since: 08/01/1992  
 Membership Expiration: 07/31/2013

NLC thanks you and your fellow municipal officials who work daily to ensure a better government alongside NLC's 2,000 member cities. YOU strengthen NLC's political clout and make it possible for us to fulfill our commitment to Helping City Leaders Build Better Communities. Don't delay; renew your municipality's membership today!

Sincerely,  
 Clarence E. Anthony  
 NLC Executive Director & Former Mayor, South Bay, Florida

Questions? Contact Member Relations at membership@nlc.org or toll free 877-827-2385.

Description	Quantity	Price	Discount	Amount
Direct Member Dues	1	\$1,117.00	\$0.00	\$1,117.00

Invoice Total	\$1,117.00
Amount Paid	\$0.00
<b>PLEASE PAY</b>	<b>\$1,117.00</b>
LDF Contribution (5% of Dues = \$55.85)	\$ _____
<b>TOTAL</b>	<b>\$ _____</b>

The Legal Defense Fund is supported in part by voluntary contributions from NLC members. Funds collected will cover fees for carefully selected litigation on behalf of municipalities where a court decision or regulatory ruling could have a significant impact. The NLC board suggests a contribution equal to 5% of a member city's annual dues. However, contributions of any size are welcome.

PLEASE DETACH AND REMIT WITH YOUR PAYMENT

Invoice #: 89387  
 Member #: 0000008210

Richard Carmean  
 City Manager  
 City of Milford  
 201 S. Walnut St.  
 Milford, DE 19963-1957

Select Payment Method	
<input type="checkbox"/>	Check Enclosed (Made payable to National League of Cities)
<input type="checkbox"/>	Visa <input type="checkbox"/> MC <input type="checkbox"/> Amex    Exp Date ___/___/___
Card # _____	CVV: _____
Card Holder's Name _____	
Card Holder's Signature _____	

Remit Payment To:

NLC Accounts Receivable  
 c/o National League of Cities, 1301 Pennsylvania Ave., NW - Suite 550,  
 Washington, DC 20004

Total Due: **\$1,117.00**  
 Amt Remitted : \_\_\_\_\_

## NATIONAL LEAGUE of CITIES MEMBER BENEFITS AT-A-GLANCE

### Stay Informed

### Be Part of Something Bigger

### Protect Local Government Rights and Resources

### Exchange Effective Ideas

### Bring Savings and Solutions to Your City

### Have a Voice in Washington

### Sharpen Leadership Skills

### Get Recognition for Your Community

### Connect with Municipalities Nationwide

#### Member Groups:

Policy and Advocacy Committees  
Member Councils  
Issue-specific Peer Networks  
Constituency Groups

#### Events:

Congress of Cities and Exposition  
Congressional City Conference  
Leadership Seminars  
Webinars

#### Publications and Information:

Best Practices, Toolkits and Action Guides  
Research Reports and Surveys  
The Weekly: NLC's e-newsletter  
Bi-weekly Federal Relations Update  
Issue-specific e-newsletters  
myNLC Online Community Portal

#### Recognition:

City Showcase  
NLC Membership Milestone Awards  
NBC-LEO City Cultural Diversity Award  
Women in Municipal Government Leadership Award

#### Programs for Cities:

Build America Mutual  
NLC Community Showcase Video Program  
NLC Prescription Discount Card Program  
NLC Procurement Card Program  
NLC Service Line Warranty Program  
Public Finance Authority  
The National Citizen Survey  
U.S. Communities Government Purchasing Alliance

#### Resources:

Career Center  
Technical Assistance Projects  
Sustainable Cities Institute  
Mayors' Institute on Children and Families

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

THIS AGREEMENT, made this 1<sup>st</sup> day of July, 2013 by and between the Greater Milford Boys & Girls Club of the Boys & Girls Clubs of Delaware, a Delaware Not for Profit Corporation (hereinafter "CLUB") and The City of Milford, a Municipal Corporation of the State of Delaware and the Milford Parks and Recreations (hereinafter collectively "CITY").

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

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

WHEREAS, CITY desires to acquire a limited use license of the property herein described for the express purpose of providing recreational programs through its Parks and Recreation Department for the benefit of children and adults in the Greater Milford area; and

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

1. LICENSE TO USE: CITY shall have the right to use the following portions of the Premises, subject to the conditions and expressions set forth herein:
  - A. Gymnasium - CLUB shall provide CITY with access to the gymnasium during hours when CLUB programs are not operating. CLUB will provide a minimum of 500 hours access annually. The precise schedule of use for the gymnasium shall be determined on a quarterly basis by the submission of a proposed schedule of gymnasium use from CITY to CLUB 60 days before the quarter is to begin. CLUB shall review CITY'S proposed schedule and make reasonable efforts to accommodate CITY'S proposed schedule. However, CITY acknowledges that its proposed schedule shall be subject to the priority of CLUB'S demands, use and schedule for the gymnasium. Accordingly, CLUB may reject CITY'S proposed schedule in whole or in part. In any event, the quarterly schedule shall be set at least 30 days before that quarter is to begin. Notwithstanding the above, in no event shall CITY receive less than 500 hours of gymnasium time per year, which times shall be offered between the hours of 6:00 A.M. - 10:00 P.M., Monday through Sunday, unless otherwise agreed in writing.

Once the CLUB has accepted a schedule from CITY, such schedule shall be signed and executed by both parties and shall be incorporated by reference into this agreement. If the parties cannot agree on a schedule before the start of the next quarter, CLUB shall provide CITY with a final schedule, which schedule shall be binding on the parties until the next quarter.

The gymnasium area subject to this Section A is described on the floor plan attached hereto and incorporated by reference herein as Exhibit B.

- B. POOL. CLUB shall provide CITY with access to the full pool during hours when CLUB programs are not operating. CLUB will provide a minimum of 60 hours access annually. The precise schedule of use for the pool shall be determined on a quarterly basis by the submission of a proposed schedule of pool use from CITY to CLUB 60 days before the quarter is to begin. CLUB shall review CITY'S proposed schedule and make reasonable efforts to accommodate CITY'S proposed schedule. However, CITY acknowledges that its proposed schedule shall be subject to the priority of CLUB'S demands, use and schedule for the pool. Accordingly, CLUB may reject CITY'S proposed schedule in whole or in part. In any event, the quarterly schedule shall be set at least 30 days before that quarter is to begin. . Notwithstanding the above, in no event shall CITY receive less than 60 hours of pool time per year, which times shall be offered between the hours of 6:00 A.M. - 10:00 P.M., Monday through Sunday, unless otherwise agreed in writing. Once the CLUB has accepted a schedule from CITY, such schedule shall be signed and executed by both parties and shall be incorporated by reference into this agreement. If the parties cannot agree on a schedule before the start of the next quarter, CLUB shall provide CITY with a final schedule, which schedule shall be binding on the parties until the next quarter. The pool area subject to this Section A is described on the floor plan attached hereto and incorporated by reference herein as Exhibit B.
- C. Locker Rooms - CITY shall have the right of access to the locker room area, described on the attached Exhibit B, during the times that CITY has scheduled use of the gymnasium. However, CITY acknowledges and agrees that its use of the locker room area during such times shall not be exclusive as CLUB and its members expressly reserve the right to use the locker room area at any and all times.
- D. Gymnasium Storage Space - During the term of this License Agreement, CITY shall be given limited access to the gymnasium storage space for purposes of storing CITY'S program equipment and supplies. The amount of space provided shall be at the sole discretion of CLUB and subject to the demands and use of the storage space by CLUB and its members. The gymnasium storage space is identified on the attached Exhibit B. CLUB shall not be held responsible or liable for lost or damaged equipment or supplies that CITY stores in the Club facility.
- E. Gymnasium Office - CITY shall have access to the gymnasium office for necessary business or emergency purposes during hours when CITY has scheduled use of the gymnasium. However, primary use of the gymnasium office shall be by CLUB. The gymnasium office is identified on the attached Exhibit B. Access to the Gymnasium Office shall include access to the telephone for emergencies or for necessary CITY business. CITY agrees to maintain an accurate, complete, and up-to-date monthly record of any long distance phone calls placed by its staff using the CLUB'S telephones. Within thirty (30) days of

receiving a request for payment from CLUB, CITY shall reimburse CLUB for said long distance calls as well as for any additional telephone charges due to CITY's usage.

- F. Kitchen/Refreshment/Concessions - CITY shall have access to the kitchen/refreshment/concessions area, identified on the attached Exhibit B, during any athletic tournaments, league contests or special events identified on the approved gymnasium schedule. The approved gymnasium schedule shall denote those events that qualify as "athletic tournaments", "league contests" or "special events". At all other times, the kitchen/refreshment/concessions area shall be for the exclusive use of CLUB and its members. CITY shall properly and safely maintain, operate, and leave kitchen/refreshment/concessions area clean after each use.
  - G. DISPLAYS: At the discretion of the CLUB, reasonable space may be provided to CITY to promote information on Milford Parks and Recreation programs and events. Such space may include bulletin boards and room for promotional displays at such locations on or within the Premises that CLUB may deem appropriate in its sole discretion. CITY shall not display or promote such information without first seeking the written consent of the CLUB, which consent may be given or withheld in the sole discretion of CLUB.
  - H. PARKING: CITY shall have access to CLUB parking spaces identified on the attached Exhibit C, for overflow parking purposes during the hours of 6:00 A.M. to 12:00 A.M., Monday through Sunday, subject to the terms and conditions set forth herein. The parties expressly acknowledge and understand that the CLUB retains the right of entry and use to its respective parking spaces and that the primary purpose of the described parking spaces is for the benefit of the CLUB. As such, any use of the described parking spaces by CITY shall be specifically subject and subordinate to the needs and usage of the CLUB. Accordingly, any dispute as to the scheduling or usage of CLUB Parking Spaces shall be construed in favor of CLUB. CITY agrees to use CLUB Parking Spaces for vehicle parking only and exclusively, in a reasonable, careful and proper manner and will not permit any waste or nuisance thereon. CITY shall not park any vehicles in CLUB Parking Spaces that do not fit within the painted lines for each space without interference to vehicle parking in the adjacent spaces. CITY shall not allow any commercial vehicles, tractors, trailers, machinery or other such personal property to park or be stored on CLUB Parking Spaces and shall not allow overnight parking on CLUB Parking Spaces. CITY hereto agrees to comply with and obey all laws, ordinances, rules, regulations, and requirements of the State, city, or other governmental subdivision or entity in which CLUB Parking Spaces are located as it relates to the use, occupancy or nature of the said Parking Spaces.
2. **ADMISSION OF NO RIGHT OR INTEREST ACQUIRED:** It is expressly understood, acknowledged and agreed by the parties that nothing contained in this agreement shall be

construed as passing, continuing, transferring or otherwise providing any interest, whether legal or equitable, to CITY in the premises.

3. LIMITED USE LICENSE: The parties expressly acknowledge and understand that the primary purpose, use and operation of the premises are for the benefit of CLUB and its members. As such, any use of the premises by CITY shall be secondary to and subject to the demands and requirements of CLUB'S schedule and use and shall be solely for the purposes set forth herein. Any dispute as to scheduling or usage of the premises shall be construed in favor of CLUB.
4. TERM: This License shall last for five (5) years from July 1, 2013, through June 30, 2018, unless sooner terminated as provided in this Agreement. The parties intend to renegotiate a similar license for an equal or greater term within 90 days before expiration of the initial term or any subsequent term.
5. CONSIDERATION: In consideration for the License defined in Section One (1) herein, CITY agrees as follows:
  - A. Athletic Fields - CITY shall License to CLUB certain athletic fields located in Milford, Delaware, and identified by Tax Map Parcel MD-16-173.00-01-02.00-000 (Portion of) upon the terms and conditions of the License Agreement attached hereto and incorporated by reference herein as Exhibit D. Such terms and conditions shall include a minimum of 240 hours access each year during the months of June, July, and August; and a minimum of 400 hours of access each year from September through May of the next year.
  - B. Maintenance - CITY shall maintain, at its sole expense, the grounds around the premises, including, but not limited to, grass cutting, weed control treatment, tree and shrub trimming, snow removal, application of ice melt, lawn and landscape maintenance and enhancement and other such maintenance.
  - C. Scholarships - CITY shall provide, at its expense, a minimum of one hundred (100) full scholarships to CLUB members for participation in CITY'S parks and recreation programs per year distributed throughout all the Parks and Recreation programs at the City's discretion.
  - D. License Fee – Beginning July 1, 2013, CITY shall pay the amount of \$58.00 per hour of gymnasium access (as defined in section 1) and \$69.00 per hour of “Shared Pool Access,” including shared access to locker rooms and one lifeguard. For “Exclusive, Full Pool Access,” including shared access to locker rooms and one lifeguard, CITY shall pay the amount of \$92.00 per hour.

Beginning July 1, 2014, per hour fees shall increase 3%, and rounded to the nearest whole number, each year of the term of the License Agreement, according to the following schedule:

	Jul 1, 2013	Jul 1, 2014	Jul 1, 2015	Jul 1, 2016	Jul 1, 2017
Gym	\$58.00/Hr	\$60.00/Hr	\$62.00/Hr	\$64.00/Hr	\$66.00/Hr
Pool (Shared Access)	\$69.00/Hr	\$71.00/Hr	\$73.00/Hr	\$75.00/Hr	\$77.00/Hr
Pool (Exclusive Access)	\$92.00/Hr	\$95.00/Hr	\$98.00/Hr	\$101.00/Hr	\$104.00/Hr

CITY agrees to pay for a minimum of 500 hours gymnasium access annually; therefore, the minimum amount to be paid each year to CLUB by CITY for gymnasium access is as follows:

	Year 1: Jul 1, 2013 to Jun 30, 2014	Year 2: Jul 1, 2014 to Jun 30, 2015	Year 3: Jul 1, 2015 to Jun 30, 2016	Year 4: Jul 1, 2016 to Jun 30, 2017	Year 5: Jul 1, 2017 to Jun 30, 2018
Minimum Gym Access Fee (Annual)	\$29,000	\$30,000	\$31,000	\$32,000	\$33,000

CITY shall pay these minimum annual amounts in equal quarterly installments. Once the 500 hours are exhausted, the remaining or excess hours to be paid shall be due and payable on the fifteenth (15<sup>th</sup>) day of each month for the previous month's access. If the License Fee remains outstanding for more than five (5) days after the due date, it shall be subject to an automatic late charge of five percent (5%) of the monthly fee compounded monthly.

CITY agrees to pay for a minimum of 60hours pool access annually; therefore, the minimum amount to be paid each year to CLUB by CITY for pool access is as follows:

	Year 1: Jul 1, 2013 to Jun 30, 2014	Year 2: Jul 1, 2014 to Jun 30, 2015	Year 3: Jul 1, 2015 to Jun 30, 2016	Year 4: Jul 1, 2016 to Jun 30, 2017	Year 5: Jul 1, 2017 to Jun 30, 2018
Minimum Pool Access Fee (Annual)	\$4,140	\$4,260	\$4,380	\$4,500	\$4,620

CITY shall pay these minimum annual amounts in equal quarterly installments. Once the 60 hours are exhausted, the remaining or excess hours, as well as any additional fees due to "Exclusive Pool Access," to be paid shall be due and payable on the fifteenth (15<sup>th</sup>) day of each month for the previous month's access.

If the License Fee remains outstanding for more than five (5) days after the due date, it shall be subject to an automatic late charge of five percent (5%) of the monthly fee compounded monthly.

- E. Independently, CITY may charge participants and spectators fees to be paid to the CITY regardless of the fees to be paid to the CLUB.
6. **EQUIPMENT AND SUPPLIES:** CITY shall be responsible for purchasing and providing its own supplies and equipment for its programs conducted on the Licensed Premises described in Section 1 herein (hereinafter the "Licensed Premises"). Such supplies shall include, but are not be limited to, first aid supplies, uniforms, whistles and other similar items. Equipment shall include, but not be limited to, basketballs, soccer balls, shin guards, volley balls, baseballs, baseball bats, wrestling mats and other similar items. CITY shall not use equipment and supplies belonging to CLUB without written permission from CLUB'S Executive Director. Likewise, CLUB shall not use equipment and supplies belonging to CITY without written permission from CITY'S Parks and Recreation Director.
  7. **FACILITY KEYS:** CLUB shall provide CITY personnel with keys necessary to access the Licensed Premises. CITY shall reimburse CLUB within thirty (30) days for any and all costs associated with providing said keys. CITY agrees not to issue, lend, or otherwise provide any CLUB facility key to any person who has not registered with and been approved by CLUB. CITY shall maintain an up-to-date list of individuals possessing any CLUB facility key. CITY shall arrange for criminal background checks prior to requesting and/or issuing keys to any CITY staff member, employee, officer or other person associated with CITY (paid and unpaid).
  8. **RECORD KEEPING:** CITY shall maintain ongoing, accurate, complete, and up-to-date records and listings of dates and times when CITY staff members, employees, officers or other persons associated with CITY (paid and unpaid) work in Facility. CITY shall also keep and maintain the records required to be kept pursuant to Section 1(D) of this Agreement. CITY shall also keep and maintain the records required to report on a quarterly basis the unduplicated number of youth served in CITY-sponsored programs offered in CLUB facilities; likewise, CITY shall provide on a quarterly basis the unduplicated number of adults served in CITY-sponsored programs offered in CLUB facilities. CITY shall provide CLUB with access to any records it is required to maintain pursuant to this Agreement upon request by CLUB.
  9. **RULES AND REGULATIONS:** CITY and all persons visiting or temporarily occupying or working in, on or about the Licensed Premises must comply with all rules and regulations adopted by CLUB (a copy of any current rules and regulations has been delivered to CITY and is attached hereto and incorporated by reference herein as Exhibit D and with such changes therein or additional rules and regulations as CLUB may from time to time adopt or prescribe.

10. **TERMINATION:** Either party may terminate this License, with or without cause, upon 60 days written notice to the other party. In the event that this License is terminated, under any circumstances, the License governing the CLUB'S use of CITY fields executed simultaneously herewith shall automatically terminate. Likewise, if the License governing CLUB'S use of CITY fields shall terminate, for any reason whatsoever, this License Agreement shall automatically terminate.
  
11. **INDEMNITY:** CITY shall indemnify, defend, and hold harmless CLUB from any and all suits, claims, demands, actions, losses, or damages arising from the loss of life and / or injury or damage to person or property whatsoever by reason of or in connection with CITY's use and/or occupancy of the Licensed Premises. CLUB shall indemnify, defend, and hold harmless the CITY from any and all suits, claims, demands, actions, losses, or damages arising from the loss of life and/or injury or damage to person or property whatsoever by reason of or in connection with CLUB'S use and / or occupancy of the Leased Premises.
  
12. **INSURANCE:** Both parties at their own expense shall secure and maintain during the contract term general liability insurance which insures against claims for bodily injury, property damage, personal injury, and advertising injury arising out of or in connection with any operations or work under this AGREEMENT whether such operations are by either party, their employees, or subcontractors and their employees. The policy shall provide minimum limits of liability as follows:
  - A. \$1,000,000.00 combined single limit - each occurrence
  - B. \$2,000,000.00 combined single limit - general aggregate
  - C. \$2,000,000.00 combined single limit - products / completed operations aggregate
  - D. \$1,000,000.00 business auto liability - combined single limit
  - E. \$500,000.00 worker's compensation - each accident / each employee
  - F. \$3,000,000.00 umbrella excess liability insurance

The commercial general liability policy shall afford coverage for the explosion, collapse, and underground hazards, contractual liability, and liability arising from independent contractors. The aforementioned insurance limits shall be reviewed and adjusted on a yearly basis to reflect rising costs. CITY agrees to furnish a copy of its certificate(s) of insurance or other acceptable evidence that the foregoing liability insurance is in full force and effect at all times to CLUB. CLUB shall be named as "Additional Insured" on all such insurance certificates.

13. **SUCCESSOR AND ASSIGNS:** This License Agreement shall not be transferable to any person or entity. However, the privileges and obligations of this License Agreement shall be binding upon the heirs, executors, successors and assigns of the parties.

14. NOTICE: All notices, requests, demands and other communications, required or permitted under this License shall be in writing, signed by or on behalf of the person giving such notice and shall be addressed to the following persons:

A. CITY: Richard Carmean  
P.O. Box 159  
Milford, DE 19963

Gary Emory, P&R Director  
207 Franklin Street  
Milford, DE 19963

B. CLUB: L. Tod Van Eyken, Executive Director;  
101 Delaware Veterans Boulevard  
Milford, DE 19963

Chris Basher, VP of Operations  
Boys & Girls Clubs of Delaware  
9 E. Loockerman Street  
Dover, DE 19901

15. DEFAULT AND REMEDIES: Acts of default under the terms of this License shall include, but not be limited to, the following:

- A. Failure to do any act which is required by the terms of this Agreement.
- B. The commission of any act which is prohibited by the terms of this Agreement.
- C. The occurrence of any other act of default which is specified elsewhere in this Agreement.
- D. Failure to furnish, pay or otherwise provide the consideration set forth in Section 5 herein, whether in whole or in part.

In the event of an act of default, the CLUB shall have the following remedies, which shall be cumulative:

- A. Cancel and terminate this Agreement by Thirty (30) days written notice to CITY who shall thereupon surrender quiet and peaceable possession of the Licensed Premises and all keys and other personal property of CLUB to CLUB.
- B. Eject CITY from Licensed Premises.
- C. Exercise of any other remedy which may be available at law or in equity or under the terms of this License.
- D. Collect any and all costs and expenses, including reasonable attorney's fees, associated with enforcing CLUB's remedies or the terms of this Agreement.

16. CONSTRUCTION: The language in all parts of this License shall in all cases be simply construed according to its fair meaning and not strictly for or against CLUB or CITY. In no event shall this agreement be construed as anything other than a license agreement.
17. JURISDICTION: This AGREEMENT and the legal relations between the parties hereto shall be governed by and in accordance with the laws of the State of Delaware.
18. INTEGRATION: This License Agreement sets forth all the promises or representations, agreements and undertakings between CLUB and CITY relative to the Licensed Premises. There are no promises, representations, agreements or undertakings, either oral or written, between CLUB or CITY except as set forth herein. No amendment, change or addition to this Agreement shall be binding upon either party unless reduced to writing and signed by both parties. This Agreement shall be binding upon CLUB and CITY, their heirs, executors, administrators, assigns and successors, both CLUB and CITY being duly authorized to execute the same.

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

\_\_\_\_\_  
Attest  
CITY CLERK

\_\_\_\_\_  
Mayor  
CITY OF MILFORD

\_\_\_\_\_  
Witness

*Lisa Lynch*  
\_\_\_\_\_  
Witness

\_\_\_\_\_  
Director  
MILFORD PARKS & RECREATION

*[Signature]*  
\_\_\_\_\_  
President/CEO  
BOYS & GIRLS CLUB OF DELAWARE

# City of Milford



## Resolution 2013-12

### *Endorsement of 2013 Kent County Economic Development Projects to Bring Jobs & Growth to Kent County*

Now, Therefore, Be It Resolved by the Mayor and Council of the City of Milford, in Council met:

WHEREAS, the City of Milford is committed to strengthening the local economy, generating economic growth in the region and improving the quality of life for our residents; and

WHEREAS, the City is also committed to working cooperatively with Kent County and the municipalities within the county to develop and present a coordinated position to the state, the General Assembly, other business groups and private entities; and

WHEREAS, as an active member of the Greater Kent Committee, the city has joined together with the county and other municipalities to create the Kent County Economic Development Roundtable to identify critical projects that will benefit central Delaware's economic health; and

WHEREAS, the Roundtable has prepared a consolidated proposal incorporating five economic development projects for 2013 in Smyrna, Dover, Milford, Harrington and the county; and

WHEREAS, the Roundtable proposal has the endorsement of the Greater Kent Committee, which on behalf of all the participants is seeking funding for these initiatives to pump revenue into communities while improving the infrastructure businesses need to remain profitable and competitive.

NOW, THEREFORE, the City Council of the City of Milford hereby expresses its support of the Greater Kent Committee and the Kent County Economic Development Roundtable and endorses the "Kent County Economic Development Projects, 2013, Projects to Bring Jobs and Growth to Kent County" proposal, and

FURTHERMORE, the Town pledges its support to secure needed funding for such initiatives.

IN WITNESS WHEREOF, I hereunto set my hand and caused the Seal of the City of Milford to be affixed this 28<sup>th</sup> day of May 2013.

Mayor Joseph R. Rogers

City Clerk

*Solar Panel Site/Independence Commons*

Mr. Carmean advised that approximately \$300,000 worth of solar panels is being donated to the City of Milford by Juwi Solar which is the same company that built the solar farm. After reviewing several city-owned properties, he decided on a location in Independence Commons (west of Delaware Veterans Boulevard and south of Patriots Way). An aerial of the site was included in the packet.

The panels will use no more than ½ acre of the land directly across from the Boys and Girls Club.

He reported that the city will be metering the energy (½ megawatt) and putting it back into the grid. We will receive the appropriate credit which will be used to offset our electric costs. He noted that this will help our ratepayers because the city does not pay for the electricity it uses.

This is a 30-35 year project that requires very little, if any, maintenance.

When asked if there is any cost to the city, Mr. Carmean said only the cost of him meeting with their representatives to prepare and plan for the project over the past several months.

Mr. Gleysteen confirmed the panels are identical to those at the solar farm on the Milford-Harrington Highway.

Mr. Carmean then advised that fencing must surround the project which will be an additional cost to the city.

He then verified that both the Boys and Girls Club and Veterans Home were both made aware of the project and had no problem with it.

Mr. Grier moved to approve the use of the site as shown on the aerial for the solar panels, seconded by Ms. Wilson. Motion carried.

*Bid Award/Washington Street WTF Production Well/DBF Project 052A154-B*

Sealed bids on the Washington Street Production Well Project were received and opened on April 5, 2013.

The following two bids were received:

A.C. Schultes of Delaware	\$139,487.00
Unitech Drilling Company	\$155,131.00

Erik Retzlaff of Davis, Bowen and Friedel is overseeing the project and has submitted the following recommendation:

*Dear Mr. Carmean:*

*Please find enclosed the tabulation of the bids received on April 5, 2013 for the above-referenced project. Copies of the bids received are on file with the City Clerk. After reviewing the submitted bids and experience records, our office finds all documentation to be in order and recommends award of the contract to A.C. Schultes of Delaware, Inc. in the amount of \$139,487.00.*

Mr. Pikus asked the depth of the well; Mr. Retzlaff advised 340 feet.

Mr. Retzlaff reported that the life of the well is fifty years if it is installed correctly. He said that once this work is completed, the top of the two access tubes will be locked and a plate welded over the top of the casing. The pump will not be installed until the treatment plant is built.



CURRENT SITE

MILFORD SOLAR PROJECT

Trials Way

Delaware Veterans Blvd

Airport Rd

Google Earth

Imagery Date: 7/3/2010 38°56'02.63" N 75°27'07.93" W elev 44 ft eye alt 270

Hollywood Ln

15

PROPOSED SITE

MILFORD SOLAR PROJECT

Centerbury Rd

Airport Rd

© 2013 Google  
Neurology Way

Mallett Run St

GOOGLE

Milford, Delaware, Code of Ordinances >> PART I - ADMINISTRATIVE LEGISLATION >> **Chapter 69 - WORKFORCE DEVELOPMENT COMMISSION >>**

**Chapter 69 - WORKFORCE DEVELOPMENT COMMISSION** [14]

§ 69-1. - Establishment.

§ 69-2. - Membership; appointment; terms of office.

§ 69-3. - Removal.

§ 69-4. - Chairman; officers; vacancies.

§ 69-5. - Meetings and records.

§ 69-6. - Sub and adhoc committees; members.

§ 69-7. - Rules of procedure.

§ 69-8. - Powers and duties.

§ 69-9. - Consultation with outside sources.

§ 69-10. - Recommendations and reports.

§ 69-11. - Contracts.

§ 69-12. - Functions limited.

**§ 69-1. - Establishment.**

There is hereby established a commission to be known as the "City of Milford Commission of Workforce Development," hereinafter referred to as the "Commission."

[Ord. No. 2012-02, § 1, 2-27-2012]

**§ 69-2. - Membership; appointment; terms of office.**

The Commission shall be comprised of 11 members, one of said members to be the Mayor or designee, one of said members to be the Milford School District Superintendent or designee and nine of said members to be appointed, all to serve without pay. Recommendations will be forwarded to the Mayor for appointments, subject to confirmation by City Council. All members shall be residents of the Milford School District or employed therein. Following the time of their initial appointment, Commissioners shall be appointed or reappointed at the next annual organizational meeting. Thereafter, terms will be for one year beginning on the date of each subsequent organization meeting.

[Ord. No. 2012-02, § 1, 2-27-2012]

**§ 69-3. - Removal.**

Members of the Commission may be removed by the majority vote of City Council for substantial neglect of duty, misconduct or a violation of the Code of the City of Milford.

[Ord. No. 2012-02, § 1, 2-27-2012]

**§ 69-4. - Chairman; officers; vacancies.**

The Commission shall elect a Chairman, Vice-Chairman or any other officers deemed necessary. Any vacancy which may occur on the Commission shall not affect its powers or functions but shall be filled in the same manner in which the original appointment was made.

[Ord. No. 2012-02, § 1, 2-27-2012]

### **§ 69-5. - Meetings and records.**

The Commission shall hold meetings at a fixed and regular time in the Council Chambers at Milford City Hall. Meeting shall be open to the public per 29 Del. Code, [Chapter 100](#) (Freedom of Information Act "FOIA") and 29 Del. Code, [Chapter 5](#) (State Archives). Proper notification must be given and minutes generated. All records of the Commission shall be kept at City Hall in accordance with state law.

[Ord. No. 2012-02, § 1, 2-27-2012]

### **§ 69-6. - Sub and adhoc committees; members.**

Creation and establishment of any advisory group, board or panel must be approved by City Council. Non-Commission members will be appointed as required in [§ 69-2](#). Said groups are subject to the procedural requirements of FOIA.

[Ord. No. 2012-02, § 1, 2-27-2012]

### **§ 69-7. - Rules of procedure.**

Roberts Rules of Order shall apply to the conduct of the Commission meetings.

[Ord. No. 2012-02, § 1, 2-27-2012]

### **§ 69-8. - Powers and duties.**

It shall be the duty of the Commission to:

- A. Create an environment that would give the student an opportunity to develop marketable job skills and a work history to successfully compete in the job market upon graduation from Milford High School.
- B. Participate in the growth of an educational fund to be made available to the student upon graduation.
- C. Help the student learn what is expected of an employee in a business environment.
- D. Give the student an opportunity to acquire a sense of pride in earning an income.
- E. Collaborate with the school district to monitor and evaluate the effectiveness of the program.
- F. Monitor the financial aspects of the program, including but not limited to, donations and disbursements.
- G. Partner with local business and industry to develop a viable network of employment opportunities for the student participants.

[Ord. No. 2012-02, § 1, 2-27-2012]

### **§ 69-9. - Consultation with outside sources.**

In carrying out its duties, the Commission shall collaborate with various groups interested in the problem of concern to the Commission, including but not limited to federal, state and county

governments, public and private organizations and civic groups working in the field of workforce development and jobs programs.

[Ord. No. 2012-02, § 1, 2-27-2012]

### **§ 69-10. - Recommendations and reports.**

The Commission shall present its recommendations to the City Council as deemed necessary. At the first official meeting following the annual organizational meeting of the Council, the Commission shall present a detailed report of its work from the preceding year.

[Ord. No. 2012-02, § 1, 2-27-2012]

### **§ 69-11. - Contracts.**

The Commission is not authorized to enter into any contract or agreement with any public or private organization but shall recommend such course of action to the Mayor and City Council in order to carry out its assigned tasks.

[Ord. No. 2012-02, § 1, 2-27-2012]

### **§ 69-12. - Functions limited.**

The Commission shall not involve itself in activities or functions already assigned by law or decree to other governmental bodies.

[Ord. No. 2012-02, § 1, 2-27-2012]

---

#### **FOOTNOTE(S):**

<sup>(14)</sup> *Editor's note*—Ord. No. 2012-02, § 1, adopted Feb. 27, 2012, enacted provisions which did not specify manner of inclusion. Hence, with the approval of the city, said provisions have been codified herein as §§ 69-1—69-12.

[\(Back\)](#)

# City of Milford



## *Agenda*

**Committee Meeting**

**Tuesday, June 11, 2013**

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

### **FINANCE COMMITTEE**

**FY 2013-2014 Budget**

**5:30 p.m.**

Call to Order - Chairman S. Allen Pikus

Review and Discussion of FY 2013-2014 Budget

Adjourn

This agenda may 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.

**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.**

# City of Milford



## Agenda

**Committee Meeting**

**Wednesday, June 12, 2013**

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

### FINANCE COMMITTEE

FY 2013-2014 Budget

**5:30 p.m.**

Call to Order - Chairman S. Allen Pikus

Review and Discussion of FY 2013-2014 Budget

Adjourn

This agenda may 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.

**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.**