

TOWN OF GEORGETOWN TOWN COUNCIL MEETING AGENDA

Meeting Date: Wednesday, January 13, 2016
Location: Town Hall, 39 The Circle, Georgetown, DE
Time: 7:00 P.M. Regular Meeting

7:00 P.M. Regular Meeting

1. Pledge of Allegiance
2. Invocation
3. Adoption of Agenda
4. Approval of December 9, 2015 Town Council Minutes
5. Davis, Bowen & Friedel, Inc Engineering Costs Proposal - 37 & 39 The Circle
6. College Park Pump Station
 - A. Dedication
 - B. Bond Reduction
7. 2nd Reading & Adoption of Ordinances
 - A. Ordinance #2015-18 Trailers & Recreational Vehicles
 - B. Ordinance #2015-19 Building Construction
8. Departmental Reports
 - A. Gene Dvornick - Town Manager
 - B. Eric Rust - Superintendent of Wastewater Reclamation Facility
9. Public Comment
10. Executive Session

The Town Council will meet in Executive Session for discussion of:

 - A. A personnel matter on which the name, competency and ability of an individual employee is discussed,
 - B. A strategy session, with respect to a pending litigation issue.

11. Adjournment

The agenda items as listed may not be considered in sequence. This agenda is 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 meeting. Persons with disabilities requiring special accommodations to attend this meeting should contact the Town Office in writing 72 hours in advance of the meeting, stating their needs in order to have them addressed under the requirements of the Americans with Disabilities Act (ADA).

*Michael R. Wigley, AIA, LEED AP
Randy B. Duplechain, P.E.
Charles R. Woodward, Jr., LS
W. Zachary Crouch, P.E.
Michael E. Wheedleton, AIA
Jason P. Loar, P.E.
Ring W. Lardner, P.E.*

Gerald G. Friedel, P.E.

December 4, 2015

Town of Georgetown
39 The Circle
Georgetown, Delaware 19947

Attn: Mr. Eugene S. Dvornick, Jr.
Town Manager

RE: **PROPOSAL – Construction Documentation through Contract Administration**
Georgetown Town Hall & Office Building Renovations
37 & 39 the Circle
Georgetown, Delaware 19947
DBF #P0319A15.007

Dear Mr. Dvornick:

Davis, Bowen & Friedel, Inc. is pleased to submit this proposal for architectural and engineering services for the above-referenced project. We understand the Town has approved a referendum to move forward with this project. The existing Town Hall facilities are to be expanded to incorporate the building next door at 37 The Circle based on the drawings and design narrative previously completed by our office. Furthermore, we understand this work will be funded through the Community Facilities Grant Program from the United States Department of Agriculture (USDA) with some matching funds from the Town. We will complete our role as engineer of record to satisfy the requirements of USDA from design through construction.

A description of our proposed scope of services and associated fees for each phase of the work is as follows:

A. CONSTRUCTION DOCUMENTATION SERVICES

The design team will develop detailed architectural, structural, and M/E/P drawings and specifications based on our previously completed floor plans, elevations, design narrative, cost estimate, and previous design meetings. The documents will be sufficient to receive approval from Sussex County Building Code, Fire Marshal, and USDA. The design team will meet with the Town at significant milestones during the process to review progress,

Mr. Eugene S. Dvornick, Jr.
December 4, 2015
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and address any comments.

Lump Sum Fee: \$80,000.00

B. BID PHASE WORK AND PROJECT AWARD

The design team will prepare the approved construction documents for public bid. We will conduct a mandatory pre-bid meeting and publish meeting minutes. We will also answer questions or requests for information and prepare addenda as necessary during the 3 to 4 week bid period. Finally, we will attend the bid opening, review bids with the Town, and prepare the appropriate documentation to award the project.

Lump Sum Fee: \$7,500.00

C. CONTRACT ADMINISTRATION

The design team will provide contract administration services as needed and as required by the conditions of the funding agency. Contract administration services will include Phase 1 (Office Building Renovation) and Phase 2 (Town Hall Renovation). We will perform this work on an hourly basis in accordance with our attached Schedule of Rates No. 46.

Estimated Fee: \$57,500.00

Please note that the above fee is estimated based on a possible construction duration of 1 year.

D. PROJECT INSPECTION

Our resident project representative will provide on-site inspection services and records during the course of construction as required by the conditions of the funding agency. We will perform this work on an hourly basis in accordance with our attached Schedule of Rates No. 46.

Estimated Fee: \$38,500.00

Please note that the above fee is estimated based on a possible construction duration of 1 year.

Mr. Eugene S. Dvornick, Jr.
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E. EXCLUSIONS/ADDITIONAL SERVICES

Professional services excluded from this proposal, which may be necessary to complete your development, include:

1. Survey and civil engineering services
2. Geotechnical investigations
3. Design of audio/visual systems.
4. Design of telephone/data wiring and equipment (Our scope will include rough-in of boxes and conduit only).
5. Design of security and/or electronic access control systems.

Should these services be requested, we will perform this work on an hourly basis in accordance with our attached Schedule of Rates No. 46 and/or provide you with a separate proposal, as appropriate.

Billing will be submitted monthly based upon the actual amount of work completed the previous month. Payment terms are in accordance with our attached schedule.

Should you find this proposal acceptable, please execute below and return one copy for our files. Receipt of a signed copy will be considered as our authorization to proceed.

On behalf of Davis, Bowen & Friedel, Inc., we appreciate the opportunity to offer our services and look forward to continuing to work with you on this project. Should you have any questions or need additional information, please call.

Respectfully Submitted,
DAVIS, BOWEN & FRIEDEL, INC.



Daniel S. Ridgely, AIA
Associate

\\Proposal\Arch\2015\P0319A15.007

Enc.

Accepted By: _____ **Date:** _____

Printed Name: _____

DAVIS, BOWEN & FRIEDEL, INC. ("DBF")
SCHEDULE OF RATES AND GENERAL CONDITIONS
 SCHEDULE NO. 46
 Effective June 1, 2015

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$170.00
Senior Architect	\$150.00
Architect	\$120.00
Senior Landscape Architect	\$150.00
Landscape Architect	\$120.00
Senior Engineer	\$150.00
Engineer	\$120.00
Construction Administrator	\$120.00
Senior Traffic Engineer	\$150.00
Traffic Engineer	\$120.00
Geologist	\$120.00
GIS Specialist	\$110.00
Senior Surveyor	\$150.00
Associate Surveyor	\$120.00
Surveyor	\$115.00
Senior Designer	\$115.00
Computer Graphics Designer	\$100.00
Designer	\$105.00
CADD I	\$95.00
CADD II	\$85.00
Computer Administrator	\$100.00
2 Man Field Crew	\$140.00
3 Man Field Crew	\$175.00
GPS Unit (1 man)	\$110.00
GPS Unit (2 man Crew)	\$150.00
GPS Unit (3 man Crew)	\$200.00
Resident Project Representative	\$80.00
Water/Wastewater Operator	\$120.00
Clerical	\$60.00
Travel	\$0.50
Direct Expense	Cost + 10%
Prints (In-house Reproduction)	\$2.50/sheet

GENERAL CONDITIONS

INVOICES & PAYMENT

Invoices are sent monthly or sooner if project is complete. Payment Terms: Net 30 days of invoice date. Any invoice not paid within 30 days shall bear interest at 1.0% per month (12% annually). If required to engage legal counsel to collect an overdue invoice, DBF shall be entitled to recover also its costs of collection, including counsel fees and expenses. DBF reserves the right to adjust its schedule of rates annually. Any such adjustments will be effective within 30 days after written notification to the client.

TERMINATION OF CONTRACT

Client may terminate this agreement upon seven days' prior written notice to DBF for convenience or cause. DBF may terminate this Agreement for cause upon seven days' prior written notice to client. Failure of client to pay invoices when due shall be cause for immediate suspension and ultimate termination of services, at DBF's sole discretion. This agreement may be terminated by either party for any reason with 30 days advance notice.

LIMITATION OF LIABILITY

Client agrees to limit DBF's liability related to any errors or omissions to a sum that shall not exceed the total professional fee for the project.

INDEMNIFICATION

Client and DBF each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorney's fees caused by the other's negligence. To the extent such claims, losses, damages or expenses are caused by the joint or concurrent negligence of client and DBF, the same shall be borne by each party in proportion to its negligence. This shall in no way affect the limitation of DBF's liability expressed in the preceding paragraph.

FORCE MAJEURE

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

CONSTRUCTION PHASE SERVICES

If this Agreement provides for any construction phase services by DBF, it is understood that the contractor, not DBF, is solely responsible for the construction of the project, and that DBF shall not be responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the contractor, its subcontractors or suppliers.

OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by DBF pursuant to this Agreement, including electronic media, are instruments of DBF's professional service, and DBF shall retain an ownership and property interest therein. DBF grants client, during the period of DBF's service, a license to use such documents for the purpose of constructing, occupying and maintaining the project. Reuse or modification of any such documents by client or client's agents, without DBF's written permission, shall be at client's sole risk; and client agrees to indemnify and hold DBF harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by client or by others acting through or with the consent of client.

USE OF ELECTRONIC MEDIA

Copies of documents that may be relied upon by client are limited to the printed copies (also known as hard copies) that are signed or sealed by DBF. Files in electronic media format or text, data, graphic or other types that are furnished by DBF to client are only for convenience of client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, DBF makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, computer hardware or of a protocol differing from those in use by DBF during the period of this agreement.

SUCCESSORS & ASSIGNS

The client and DBF bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

MISCELLANEOUS PROVISIONS

Unless otherwise specified, this Agreement shall be governed by laws of the State in which the work is performed, and the courts of such State shall have exclusive jurisdiction over any disputes hereunder. Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. If this schedule is incorporated or referenced in an agreement with client, the terms of this schedule shall prevail in the event of any conflict with the terms of such agreement.

REIMBURSABLE EXPENSES

Other expenses known as direct expenses incurred in the interest of the project (including travel, toll communications, postage, delivery, photographs, subcontract engineering, testing or other consultants, renderings, models, etc.) will be billed monthly at DBF's actual cost plus ten percent.



ORDINANCE #2015-18

AN ORDINANCE TO AMEND THE CODE TO THE TOWN OF GEORGETOWN, BY AMENDING CHAPTER 206, ENTITLED TRAILERS RECREATIONAL VEHICLES

THE TOWN COUNCIL OF THE TOWN OF GEORGETOWN IN COUNCIL MET AND HEREBY ORDAINS:

Section 1. The Code of the Town of Georgetown is hereby amending Chapter 206, changing the name to Recreational Vehicles, to read as follows:

§ 206-1. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

TRAILER

~~A mobile home, travel trailer, house trailer, office trailer, camping trailer or any vehicle without motive power designed to carry property or passengers wholly on its own structure and to be drawn by a motor vehicle.~~

§ 206-2. Parking and occupancy of trailers.

~~It shall be unlawful for any person, firm or corporation to park or occupy any trailer on the premises of any occupied dwelling or on any lot which is not a part of the premises of any occupied dwelling, either of which is situated within the limits of the Town of Georgetown; except the parking of unoccupied trailers in an accessory private garage building or in the rear yard of any lot within the limits of the Town of Georgetown is permitted, provided that no living quarters shall be maintained or any business practiced in said trailer while such trailer is so parked or stored.~~

§ 206-3. Violations and penalties.

~~Any person, firm or corporation found guilty of violating the provisions of § 206-2 of this chapter shall, upon conviction thereof, be subjected to a fine not exceeding \$10 for each offense, and each and every day any such person shall camp or live in a trailer parked or stored within the limits of the Town of Georgetown shall be treated and considered as a separate and distinct offense.~~

§ 206-1. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

RECREATIONAL VEHICLE (RV)

A boat, boat trailer, other types of trailers, busses, motor home, travel trailer, truck camper, carryall or camp trailer, house car, with or without motive power, originally designed for human habitation for recreational, emergency, or other occupancy.

§ 206-2. Occupancy of Recreational Vehicles.

It shall be unlawful for any person, firm or corporation to occupy or permit to be occupied any Recreational Vehicle on the premises of any occupied dwelling or on any lot which is not a part of the premises of any occupied dwelling, either of which is situated within the limits of the Town of Georgetown.

§ 206-3. Parking and storage of Recreational Vehicles.

A. Parking of Vehicles in Right-of-Way.

It is unlawful for any person to park and/or permit any other person to park a Recreational Vehicle, boat or trailer that intrudes into the public right-of-way or obstructs visibility from adjacent driveways or street corners.

B. Appearance:

All Recreational Vehicles and boats shall be maintained in a clean, well-kept condition which does not detract from the appearance of the surrounding area. Recreational Vehicles and boats which are kept on private property shall be operational and currently registered and licensed.

C. Recreational Vehicles in Residential Zones.

Recreational Vehicles may be parked in a residential zone, as long as the vehicle complies with the provisions of this Chapter. The vehicle shall be kept in a side or rear yard, located behind the front face of the principal building, and screening from the adjacent properties is required. If the vehicle cannot be stored in a side or rear yard due to site constraints, the owner is responsible for arranging off-site storage.

D. Screening.

Recreational Vehicles must be stored or parked within a side or rear yard and located behind an appropriate screen to conceal it from view from all public street rights-of-way by:

- a. A solid, opaque, screening fence or wall at least six feet in height;**
- b. Vegetation consisting of a solid hedgerow of evergreen shrubs, or trees and shrubs, providing full screening from the ground to a minimum height of six feet;**
- c. Any combination of the above that effectively conceals the vehicle from view and accomplishes the required screening height; or**
- d. Any other form of compatible and appropriate screening pre-approved by the Town Manager, or designee.**

D. Temporary parking.

Temporary parking within the driveway or carport for the purposes of loading or unloading the Recreational Vehicle before or after a trip shall not exceed a period of 24 consecutive hours.

§ 206-4. Violations and penalties.

Any person violating any provision of this Chapter, shall pay such fines as set out in Chapter 1, Article III, Violations and Penalties.

Section 2. This Ordinance shall become effective following its adoption by a majority vote of all members elected to the Town Council.

BE IT ENACTED by the Town Council of the Town of Georgetown, Delaware on the _____ day of _____ A.D., 2016.

William E West, Mayor

Steve M Hartstein, Secretary

1st Reading: December 9, 2015
2nd Reading: January 13, 2016
Adoption: January 13, 2016



ORDINANCE #2015-19

AN ORDINANCE TO AMEND THE CODE TO THE TOWN OF GEORGETOWN, BY AMENDING CHAPTER 61, ENTITLED BUILDING CONSTRUCTION

THE TOWN COUNCIL OF THE TOWN OF GEORGETOWN IN COUNCIL MET AND HEREBY ORDAINS:

Section 1. The Code of the Town of Georgetown is hereby amending Chapter 61, Building Construction, to read as follows:

§ 61-6. Fees.

~~Before any such building permit is issued, the applicant shall pay for the fees as stated in the Code of the Town of Georgetown, Chapter 98, § 98-6, Licensing and Permits. All repairs not exceeding \$300 shall be exempt from payment of a building permit fee; however, a permit is still required. Any permit required by this article shall be and become null and void if the building is not substantially commenced within 90 days after the date of the issuing of the permit.~~

A. Fee Amount.

- 1. Before any such building permit is issued, the applicant shall pay for the fees as stated in the Code of the Town of Georgetown, Chapter 98, § 98-6, Licensing and Permits.**

B. Exemption.

- 1. All repairs not exceeding \$300 shall be exempt from payment of a building permit fee; however, a permit is still required.**
- 2. The Georgetown Fire Department and American Legion Ambulance Service shall be exempt from the fee requirements of this section.**

C. Any permit required by this article shall be and become null and void if the building is not substantially commenced within 90 days after the date of the issuing of the permit.

D.

Section 2. This Ordinance shall become effective following its adoption by a majority vote of all members elected to the Town Council.

BE IT ENACTED by the Town Council of the Town of Georgetown, Delaware on the _____ day of _____ A.D., 2016.

William E West, Mayor

Steve M Hartstein, Secretary

1st Reading: December 9, 2015
2nd Reading: January 13, 2016
Adoption: January 13, 2016