

**Silver Lake Commission
September 2, 2020
5:30 PM / Via Webex Meeting**

Approved: February 17, 2021

Members On the Call

Tricia Arndt
Zach Carter
Robin Eaton
Marie Kozel
Michael Lewis

Others On The Call

Carolyn Courtney, COD Parks & Recreation Staff
Andrew Howard, Environmental Scientist, DNREC
Andi Riggi, Asst. Planning Director, Kent County Public Works

WELCOME & CALL TO ORDER

The meeting was called to order at 5:31 PM.

MINUTES

The minutes were presented for approval, Mr. Carter motioned with a second from Mr. Lewis to accept as presented was passed without objection.

KENT COUNTY PUBLIC WORKS, SEWER MAIN UPDATE

The County's contractor George & Lynch has completed the installation of the sewer line from Silver Lake Park to the end of Oak Lane and testing occurred today. Next week, George & Lynch will begin reconnecting the ends of the new pipe to the old and begin restoration. This will include the removal of the silt fence in the park area near Kings Highway NE and E Division St. Last week George & Lynch started working behind Legislative Hall to slip line the failed portion of the sewer force main from the north side of Martin Luther King Boulevard behind the DeOne Credit Union to E Water Street. This work is schedule to be completed in September. Mr. Riggi, then asked if there were complaints about their presence in the park, as he had not heard from anyone in that regard? The Chair replied that she was not aware of any, as did Ms. Courtney.

The Chair asked about the manhole at Kings Hwy? Mr. Riggi noted the work hasn't been scheduled yet.

Mr. Carter asked about the roadway going into Silver Lake Park going to be paved or anything (Lewis Mill Drive)? Mr. Eaton the county really hasn't been on the roadway. I agree it is in bad shape. It is a city street and falls under the streets division. I will discuss with Sharon Duca the Public Works director to see where it falls in the priority level for paving. Mr. Carter noted the first parking area is really falling in. The is probably CTF funding from the state on for this. Mr. Eaton agreed to look into it.

PARKS PROJECTS AND MAINTENANCE CREW UPDATES/PARKS & PLAYGROUND IMPROVEMENT PROJECT

Mr. Eaton inquired as Items 4 and 5 on the agenda, should we do these as one? Ms. Courtney noted with the change in city structure addressing these as one item combined is appropriate.

Mr. Eaton reported new lighting on east side of Silver Lake, done with our Electric Department. All is underground now, with fiber ran to the boat ramp camera. I am confirming if the cameras are active yet or not. Once I hear back, I'll share. I know fiber is definitely to east side and the west side now has receiving box for what I believe is fiber for that camera.

The volleyball court is complete.

Matt Harline, Asst City Manager signed the U of D agreement to work on the beach project. They have reached out to us with some questions, I sent some of this over the Mr. Howard at DNREC for his input as well. We'll be sending that back. They are excited to be working on the project. The Chair asked about a timeline. Mr. Eaton replied no, but we had a slight delay on our end. Once the plan is ready, we will have it presented to the commission for review.

Mr. Eaton noted the benches that we discussed last meeting, the void in benches is where we do not own the property, (the sink whole area) that area is not city property. We can't put a bench there. On the west side, we only have a few there. I may look at adding more there on the west side.

The crews were able to get debris out to corner at Walker Road/State Street some tires and other junk. During the draw down in October we hope to get in there and do more.

We are looking at the Washington Street entrance on the left and the right, obviously the fence on the right is our and in the park, I understand the left side the homeowner at 101 Washington Street put the fence up to deter people from coming thru

their property. They have now put up a nice vinyl fence and the picket/split rail looks bad. I'd like to take it down but I'm having trouble making contact the property owner. Mr. Carter noted I have talked to them several times in the past but they may not live there any more, their last name was Brown. No, the current home owner is "Martin". Ms. Kozel noted family took over the property as she has tried to introduce herself. I think the mom does live there in the garage apartment and she's the one I usually see at the property. The next thing I'm just going leave my card and ask them to call me. My guess is they won't care if we remove the picket fence. It's looks a mess and we'd like to clean it up.

Ms. Kozel apologized for joining a little late. Then inquired about the volleyball court, when will it be completed. It looks pretty close. Mr. Eaton noted it is done and the nets were up as this morning.

Ms. Courtney went back to the U of D Coastal Design agreement, noting deliverables can be expected in late fall. So at the time, we'll have the plan on the city level and determine the next steps bringing before this commission. Ms. Courtney noted, the contract now executed would be shared with the members.

NEW BUSINESS

The Chair asked about an event on August 23, a rally or something? Ms. Courtney noted we did not permit anything/event for that date. It was noted permits are required for events and large gatherings with in the park.

The Chair asked about a fall clean up? We have done them with the water draw down. Mr. Eaton noted it is certainly an option, I think once the lake goes down we see more stuff on the beach. We are fairly well staffed and we are keeping up more frequently. The Chair noted the last few were not well attended and with COVID, it may again not be well attended, so would like to put out the group. With brief discussion, the agreement was to hold off for now. Ms. Kozel noted she'd be happy to do one with just the commission and few extra hands would be good. Mr. Lewis agreed and noted he try to bring his wife as well. Mr. Carter noted he'd be fine and would try to recruit...if the U of D is working on the beach we should not be working there. Waiting 'til spring would be ok, too then we could highlight the volleyball court and work done on the beach. The Chair said she would put out a doodle pool about a date for the cleanup in coordination with the draw down.

ADJOURNMENT

With no further business, the meeting adjourned at 6:25 PM.

LANDSCAPE ARCHITECTURAL DESIGN COOPERATION AGREEMENT

THIS LANDSCAPE ARCHITECTURAL DESIGN COOPERATION AGREEMENT (this "Agreement") is dated August 1, 2020 (the "Effective Date"), by and between SILVER LAKE, DOVER ("Partner") and UNIVERSITY OF DELAWARE ("School").

CITY OF DOVER

1. **Purpose.** School and Partner wish to collaborate on the execution of a landscape architectural project for the Department of Plant and Soil Science's ("PLSC") **COASTAL RESILIENCE DESIGN STUDIO (CRDS)** project for the **Summer and Fall 2020 Semesters**. CRDS projects are designed to introduce interdisciplinary student teams ("Students") to industry and industry related projects and are not to be construed as traditional research projects. Accordingly, PLSC will provide Students to work on a practical design project ("Project") identified and specified by Partner and agreed upon with faculty in PLSC. **For this project, the School has waived the program sustaining fee. The Partner will provide technical resources and access to Partner representatives, for consultations and timely feedback on designs therefore providing a reasonable degree of Project direction.**

2. **Term.** The initial term of this Agreement shall commence on the Effective Date and shall end **September 30, 2020** (the "Term"), unless extended by mutual written agreement or unless terminated earlier by either party, with or without cause, upon thirty (30) day written notice to the other party.

3. **Relationship of the Parties.** In no event shall Student be deemed employees of Partner. Partner shall not be responsible for payment to Student or School of any salary, wages, stipend or employment-related benefits. Further, no Student will be covered under Partner's worker's compensation, social security, or unemployment compensation programs. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that expressly set forth herein.

4. **School Responsibilities.**

- a. School shall retain responsibility for Student's education and for arranging appropriate technical and academic guidance for Students during the execution of the Project. PLSC's faculty member will act as an advisor to Partner's student team in successful execution of the Project design process. Jules Bruck, Professor of Landscape Architecture, shall serve as the coordinator of the Project.
- b. School shall provide the use of its facilities for Project work during the Term of this Agreement. Partner may provide its facility for use by the Students during the Term of this Agreement and, upon mutual agreement of the parties, Students may elect to use Partner's facilities for all or part of the Project execution.
- c. School shall inform Students of those policies and procedures Partner has made available to School. Students shall comply with these rules, regulations, and policies at all times during their time at Partner's facilities.
- d. **Add 4.d. School shall provide partner with a certificate of insurance upon initiation of the project that certifies School carries the following insurance, with lower limits listed below, at all times during the project:**
 - **Worker's Compensation insurance at statutory limits**
 - **General Liability Insurance in the amount of \$1,000,000 per occurrence and \$3,000,000**
 - **All full time UD students are required to carry Medical Insurance**

- d. School shall provide deliverables as indicated in Attachment A.

5. Partner Responsibilities.

- a. Partner shall designate someone in Partner's organization to direct the Student team toward achieving the Project goals and conduct periodic check-ins.
- b. Partner shall call 911 if Students require access to first aid and emergency care for illnesses or accidents occurring to these persons while at any Partner facility. Partner is not responsible for student's injuries or illness in any way.
- c. Partner shall receive agreed upon product(s) from the Project, including written reports, plans, renderings and presentations. PLSC will not claim any ownership of works resulting from the Project.
- d. Partner shall make available to School appropriate written materials and relevant policies and procedures that will apply during Students' use of Partner facilities.
- e. Partner shall protect the confidentiality of student records as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information absent written consent of the Student unless required to do so by law or as dictated by the terms of this Agreement.
- f. Partner shall carry professional liability insurance, with single limits of at least \$1,000,000 per occurrence and at least \$3,000,000 in the aggregate, during the Term of this Agreement. Partner shall furnish proof of insurance upon request of School.

6. Miscellaneous Provisions.

- a. Any written communication or notice shall be made to the following representatives of the respective parties at the following addresses:

For School: University of Delaware
Department of Plant Soil and Sciences
531 S. College Avenue
152 Townsend Hall
Newark, DE 19716
Attn: Jules Bruck
Email: jbruck@udel.edu

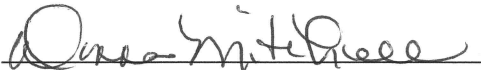
For Partner: SILVER LAKE, DOVER

Attn: Donna Mitchell
City Manager
City of Dover
P.O. Box 475
Dover, DE
Email: *d.mitchell@dover.de.us*

- b. This Agreement, together with any exhibits or schedules attached hereto or incorporated herein by reference, constitutes the entire agreement between Partner and School regarding the provision of educational experiences and opportunities for Students and supersedes any prior oral or written communication between the parties hereto.
- c. The name of either party shall not be used by the other party in any advertising, publicity or news media related to the work performed under this Agreement without the prior written consent of the other party. However, PLSC shall have the right to use the name of Partner as a partner organization of BSLA.
- d. If Partner deems it necessary to convey to PLSC, including its faculty, employees and students, information that is considered confidential or proprietary to Partner's business, a separate confidentiality agreement may be entered into with the recipients of such confidential information.
- e. This Agreement shall be governed by the laws of the State of Delaware without giving effect to any choice or conflict of law principles of any jurisdiction.
- f. Partner agrees to indemnify and hold harmless School and its trustees, officers, directors, employees and students, as applicable, from and against any and all claims, demands, loss, liability, damage, expense (including attorneys' fees), including bodily harm and injury or damage to or destruction of any property, resulting from or arising out of any acts, omissions or circumstances of Partner's employees related to this Agreement.
- g. School agrees to indemnify and hold harmless Partner and its officers, directors and employees from and against any and all claims, demands, loss, liability, damage, expense (including attorneys' fees), including bodily harm and injury or damage to or destruction of any property, resulting from or arising out of any acts, omissions or circumstances of Partner's employees related to this Agreement, except for those claims or demands related to Partner's alleged breach of Section 5(c) above.

The parties are executing this Agreement on the date stated in the introductory paragraph.

~~SILVER LAKE, DOVER~~ CITY OF DOVER

By: 
Name: Donna Mitchell
Title: City of Dover, City Manager

UNIVERSITY OF DELAWARE DEPARTMENT OF
PLANT AND SOIL SCIENCES
Coastal Resilience Design Studio


By: _____
Name: Dr. Jules Bruck, RLA, ASLA, SITES AP
Title: Professor & Director, UD Landscape Architecture Program

ATTACHMENT A

SCOPE: After meeting on site June 23, 2020, the assembled group discussed a design proposal for the beach area adjacent to the parking lot at the Washington Street entrance of Silver Lake in Dover DE. The current area is predominantly sand with weeds. There is evidence of an active goose population.

Students will begin to work on the SILVER LAKE, DOVER site described above to develop a conceptual Plan that includes consideration of the following items.

The design will address water quality by providing less area for geese to assemble. It will provide 1. accessible access from the parking lot to an area where visitors can launch a kayak/canoe; 2. an accessible path from the playground area to the picnic area to avoid having people to walk on the sand or through the parking lot; 3. modified soil and plantings on the remainder of the beach (to include low herbaceous plantings punctuated with periodic shade trees and/or a shade structure to keep from blocking the view from the parking lot; and 4. The addition of benches and other amenities.

Work includes:

- A thorough review of existing documents.
- A site inventory/analysis.
- Conceptual design (with design review) with construction details – subject to review by town Engineer.
- Regular meetings & presentations
- A planting Plan.

Students and UD Faculty/Staff will work closely with Partner to determine the best design decisions. Timely critiques of student work will occur throughout the process and CRDS invites Partner to share the process widely with community members.

CRDS Faculty and Students will be available to attend meetings and make iterations to the design based on professional feedback. CRDS will not secure permits as part of this project scope. All construction drawings will require review and will be considered preliminary.

DELIVERABLES

Early October: Final report, Concept Plan, and Phasing Plan

The timeline is subject to change but will not run beyond the end date of this Cooperation Agreement.