

City of Milford



AGENDA

Monthly Council Meeting

September 8, 2014

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

7:00 P.M.

COUNCIL MEETING

Call to Order - Mayor Bryan Shupe

Invocation

Pledge of Allegiance

Approval of Previous Minutes

Recognition

Proclamation 2014-11/Prostate Cancer Month/Delaware Prostate Cancer Coalition

Monthly Police Report

City Manager Report

Committee & Ward Reports

Communications & Correspondence

Unfinished Business

Ratification/Comcast Cable Television Franchise Agreement

New Business

Adoption/Resolution 2014-13/Halloween Trick-or-Treat

Adoption/Resolution 2014-14/Fall Clean Up Week

FY 2014-2015 Budget Adjustment/Paving Contract/Lemuel Street/Municipal Street Aid

Bid Award/Silicato Park Playground Restroom/Parks & Recreation

CTF Funding /Swap-Out/Milford Church of God*

Abandonment of City Streets/Portions of Evans & West Clarke**

Proposed Ordinance/Street Abandonment Procedure**

Monthly Finance Report

Executive Session

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

Administrative Issue

Adjourn

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.

**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.**

MILFORD CITY COUNCIL
MINUTES OF MEETING
August 11, 2014

The City Council of the City of Milford met in Workshop Session on Monday, August 11, 2014 in the Joseph Ronnie Rogers Council Chambers of Milford City Hall, 201 South Walnut Street, Milford, Delaware.

PRESIDING: Mayor Bryan Shupe

IN ATTENDANCE: Councilpersons Christopher Mergner, Garrett Grier III, S. Allen Pikus, Owen Brooks, Jr., and Douglas Morrow, Sr.

City Manager Richard Carmean, Police Chief Keith Hudson and City Clerk/
Recorder Terri Hudson

COUNSEL: City Solicitor David Rutt, Esquire

The Workshop Session convened at 5:35 p.m.

FOIA Training/DAG Edward Black/Attorney General's Office

Solicitor Rutt introduced Assistant Attorney General Edward Black as the current FOIA expert for the State Attorney General's office. Anytime a FOIA complaint is filed, he investigates it and provides an opinion.

Also present were members of the City of Milford's Planning Commission and Board of Adjustment.

Mr. Black emphasized that he is not present as the city's lawyer. He represents various agencies but the Department of Justice does not represent municipalities.

He explained that the most recent amendment to the FOIA law states that his training sessions are not to be considered legal advice which prevents any ethical problems. David Rutt, the city solicitor, is the attorney responsible for providing the city with advice.

Mr. Black explained that the push for FOIA or government transparency nationally came as a result of the Nixon Administration and some of the things the Frank Church Committee discovered in their investigations. The Delaware Attorney General's Office swings toward transparency. He explained there are no black and white answers to every question, but there are two things that cannot be ignored. One is the general assembly who has the authority to change the statute and the other is the political environment.

He then referenced a presentation and explained the general assembly started Chapter 29, Chapter 100 of the Delaware Code, with a declaration of policy which reads as follows:

"It is vital in a democratic society that public business be performed in an open and public manner so that our citizens shall have the opportunity to observe the performance of public officials and to monitor the decisions that are made by such officials in formulating and executing public policy; and further, it is vital that citizens have easy access to public records in order that the society remain free and democratic. Toward these ends, and to further the accountability of government to the citizens of this State, this chapter is adopted, and shall be construed."

Mr. Black stated that two critical areas come out of the declaration. The policy allows citizens to observe and monitor; however, it says nothing about participating. As council is making decisions that could implicate FOIA, they should consider whether they are giving citizens ample opportunity to observe and monitor.

He had a situation recently that involved a controversial board of adjustment zoning hearing in a municipality. They expected a big crowd and the municipality reserved the largest place they could find within their boundaries though it was not big enough.

He explained that to observe and monitor does not mean each sides is allowed the same number of people. Mr. Black added that because it wasn't a public hearing, they were unable to speak anyway.

The other thing the declaration addresses is determining what a public body is. If it is not a public body, there is no open meeting requirement and public records are not needed. When there is a public body, there is the requirement for open meetings and the disclosure of public records.

Mr. Black pointed out that the latest amendment to FOIA requires him to provide training sessions. The FOIA manual must also be revised every two years. His office will review the manual for approval on September 21st. Better information will be available by updating the manual in terms of what the statute now states and the opinions rendered in the interim.

In addition to the general opinions published on the AG's website, a synopsis of each opinion is now required. This prevents having to read the entire opinion to find out what was involved.

Mr. Black then referenced public bodies. He reported that several school boards in New Castle County got into the habit of noticing an executive session prior to their regular board meeting. They would then meet at a set time in the cafeteria and have dinner. He emphasized that is not legal. In order to go into executive session, you must first go into regular session. He explained it was a public body that consisted of a quorum and while they were having dinner, they discussed business.

The school board also decided it would be a good idea to exchange ideas on a regular basis. Monthly, the superintendent and one board member from each school district would meet for breakfast on a rotating basis. He emphasized that is a problem because it is a public body.

The definition of public body is defined in the law as:

Public body means, unless specifically excluded, any regulatory, administrative, advisory, executive, appointive or legislative body of the State, or of any political subdivision of the state...

...A legislative or executive branch, agency, board, committee, subcommittee or group established by an act of the General Assembly or a body established by the General Assembly.... appointed by a state body or public official...

...Those bodies that are supported in whole or in part by public funds, expends or disburses grants/gifts, and impliedly or specifically charged to advise or make reports or recommendations...

Mr. Black pointed out that people find themselves in trouble in a variety of circumstances.

He advised that exempt bodies are any caucus of the House or Senate, University of Delaware and Delaware State University and courts are exempt except for meetings of the Boards of Trustees. Public bodies having one member, such as a governor, mayor or city manager are exempt.

A body of one can also appoint committees that are not public bodies. For example, if the mayor calls the meeting of city employees, that is not a public body.

Mr. Pikus asked if the mayor can meet with one or two councilpersons; Mr. Black said that depends on what he is up to. What the mayor cannot do through meetings, phone calls or e-mails, with a sub quorum of council, is try to persuade council to take some sort of action. He cannot legally campaign or solicit council. He can take greetings and can ask councils' opinion. However, there is a problem if he tries to persuade what will become a quorum.

A question was asked if the city manager or mayor can solicit the planning commissioners. Mr. Black said the mayor cannot campaign by going to one member at a time. When asked how someone would know this had occurred, Mr. Black said a person would file a FOIA request and any e-mails would have to be provided. Even though he is a body of one,

that does not make him exempt from public observation.

Mr. Black further explained that it is not necessarily the consensus of the quorum, but the idea that citizens have the ability to observe and monitor. If deliberations are needed on an issue, it must be done in public. There are very few exceptions though one is executive sessions.

The question was then asked what the planning commissioners can discuss with one another about the agenda prior to the meeting. Mr. Black said it can be asked what you think; what a planning commissioner or council member cannot say is...I think we should do this, here is why and do you agree and if not, I want to hear your reasons. Mr. Black said that will get someone in trouble very quickly.

The city manager asked how much leeway he has to call individual members of the body and the mayor to discuss a project for example. He said it sounds like he needs to be careful when trying to solicit support to vote for a project that he wants done. Mr. Black explained the city manager is a body of one so he is exempt from open meetings. He does not have to send notice or put out an agenda. He has the right to call a mayor or one council member and say this is what I am thinking about. That can be done because he is only a body of one.

Mr. Carmean asked if he can physically meet with them in his office; Mr. Black explained the same thing applies. The method does not matter which is typically the way people get around this through e-mails, texts or telephones. They generally do not try to get around FOIA by meeting face to face. The point of Mr. Black mentioning electronic communications is because that will not work simply because it is not face to face because it is the same situation as being face to face.

Mr. Pikus explained that we are a city manager form of government. He asked if the city manager can call and ask one councilperson about something happening, then call another councilperson and ask him. Mr. Black said that is fine. However, what gets someone in trouble is when it becomes a quorum and whether it is only a body of one or is the city manager looking for council to take action on something. If he is looking for action from council, then it needs to be looked at from the council side and not as a body of one.

Mr. Black said the city manager can try to persuade less than a quorum without having an open meeting, but once you get to a quorum, it becomes a problem. He explained that is a quorum in the aggregate because we are not talking about a quorum of a quorum.

Mr. Black then reviewed the public record requirements. Each public body is required to appoint a FOIA coordinator and develop a web portal for receiving FOIA requests.

Also added this year is the requirement for a public body to provide a physical address. Public bodies must also provide reasonable assistance to the public in identifying and locating records. When someone requests copies of minutes since 2004, he said they are really not entitled to that. However, they are entitled to come in and look at those minutes. If they request copies, a policy can be established that includes associated fees. If not, they would need to abide by the state statute.

Mr. Pikus confirmed that if someone wants copies of meeting minutes, we can charge for that; Mr. Black said they can be charged for the copies. He said the city has the right to charge those fees up front.

In addition, the requestor can be charged the lowest pay rate of a person qualified to handle the request. When the request is received, the number of pages should be determined and the amount of time estimated to comply with the request. An estimate, itemized budget is then created and presented to the requestor. Until the fee is paid, the work does not begin. They should also be informed that when the money runs out, they will let them know.

Mr. Pikus then asked if council is sitting in session and either the city manager, council person or the mayor asks our city solicitor to render a decision. The city solicitor quotes a decision rendered by the courts. A person then requests a copy

of the decision which must be provided by our city solicitor. He asked if we can charge the requestor the fee the attorney will charge the city.

Mr. Black explained that answer is neither/nor. The requestor should be steered toward the internet or direct them to the nearest law library and told it is not a record of this body.

The city manager asked and Mr. Black confirmed that if someone requests a bid document that was passed and accepted by council, we could not charge that person for the associated cost of our engineers to prepare the bid document and instead could only charge them the costs of reproducing it. Mr. Black said there is another twist on that and what happens when fifteen different people ask for the same document. If the requestor was charged the engineer fees, would they be spread among all fifteen or only charged to the first person.

Mr. Black stated the city is only required to provide reasonable assistance in identifying and locating records. Once it gets to the point of research, the cost needs to be estimated in terms of a budget that would include how much time it will involve, the employment cost of the lowest paid, qualified person who can perform the task and duplicating fees. The requestor should be sent the estimate with a tag line stating this is only an estimate and we are unable to begin work until the estimate is paid. We will then inform you if it is more than the estimate.

Someone asks the typical cost charged by the city for a FOIA request. The city clerk explained it depends on the request and the work and time involved. If it is a one page document that is readily available, there is no charge. The majority of persons requesting information are referred to the city website.

Mr. Black explained that a response to a FOIA request is required within fifteen business days though that does not mean 'reply'. If it results in voluminous documents, the requestor should be informed that a budget is being prepared and an estimate will be provided soon.

Mr. Rutt pointed out that it is necessary to promptly request non-custodial e-mails and other records and asked Mr. Black to expand on that matter. Mr. Black noted that it does not just apply to e-mails. He explained that a non-custodial e-mail is an e-mail that is not in the custody of the city. Generally, an e-mail goes from one person to another person. One of those persons involved may not be an employee or related to the City of Milford. Most public bodies have a record retention policy. Often those records are destroyed.

He explained the first thing the city needs to do is have the house locked up and not allow any e-mails to be erased due to a pending FOIA request. The next thing is to make the same request of the other party. It is not just communications. For example, an IT firm is hired by the city and a relational database is created for the town's use. If someone wants a copy of the database and the city says they do not have it because it is not in the city's custody but instead is on our contractor's computer.

Mr. Black emphasized that will not work. That is non-custodial property actually belongs to the city because the city paid for. The city is responsible for obtaining it.

In a recent case, DelDOT was selling advertising for a law firm on the back of their buses. Another attorney got upset because it was an exclusive deal. DelDOT had contracted with an ad agency to sell advertising only. They had control only to the extent that they had to approve the copy. The terms of the contract were negotiated by the ad agency and DelDOT only received the money. He explained this is a slightly different situation because the contract requested was not the property of DelDOT. The only contract DelDOT had was with the ad agency.

The attorney general's office has made the distinction that public records can be in someone else's possession if they are the actual property of the public body. Something in someone else's possession that is not property of the public body is not.

The DAG then reviewed other items that are exempt and specifically personnel, medical and pupil files. Information such

as home addresses, telephone and social security numbers should be redacted.

Mr. Black said they have had a lot of questions where a vendor claims that the release of certain documents would put them at a competitive disadvantage or in some manner a 'trade secret'. They received one request for records that involved seventy suppliers and all but eleven provided the information. He reported that because the vendor claims it is a trade secret does not necessarily make it so.

He noted that investigatory files are also exempt. Exemptions continue after the file or investigation is closed because of the information it contains such as the name of a confidential informant.

Included in the exemption are civil, personnel and housing code investigations or similar investigations.

Criminal files and records are exempt. However, any person can request and obtain a copy of their own criminal record but not the investigative file. Files can be provided but witnesses, confidential info and other privileged information would need to be redacted.

All other criminal records are exempt from public scrutiny.

Other records exempted by statute or common law include HIPAA, tax info, documents filed under seal, etc.

The city manager then referenced utility bills and asked if the information contained on the bill is privileged only to that account. In particular, he asked if the tenant billing information can be provided to the landlord; Mr. Black pointed out that should be determined by the city solicitor. However, the immediate red flag is that it could be a violation of privacy.

Mr. Pikus confirmed that a person's electric bill is their private information; Mr. Black referenced the first exemption and said it cannot be entirely private because the electric company generated it but there could be some information in the bill that might be considered private. He is unable to answer the question without more facts adding that over the years, courts have gone both ways on this matter.

He then explained that another exemption applies to records pertaining to pending or potential litigation which are not records of any court. Mr. Black said there is confusion about what is 'pending' because that means there is actual litigation. This has to be more than a possibility. When Mr. Black was in private practice, he would listen to a client and the question would follow if they could be sued for something. His answer was always yes, because you can be sued for anything as long as the filing fee is paid. As a result, anything has a potential for litigation but needs to be more defined and should involve a demand letter or an actual threat of litigation.

Mr. Pikus then asked about planning commission appeals. Hypothetically, he said the planning commission makes a decision and the public has observed every meeting leading up to that point. The applicant then decides to appeal the planning commission's decision. He asked if the meeting and documents leading up to that point are public records; Mr. Black said it is public because the record has to be filed to file the appeal. He explained that deliberations are what becomes exempt. It is a tighter rule when it involves an executive branch appointed board.

Mr. Black then reviewed meeting criteria that is subject to FOIA. The formal or informal gathering of a quorum of the members of any public body for the purpose of discussing or taking action on public business either in person or by video conference.

Mr. Pikus stated that after a city council meeting, a group of council members and city officials meet for dinner. A decision was made during a council meeting and a vote taken during the meeting. The group then goes to dinner. He asked if the matter can be discussed at dinner because final action has been taken. Mr. Black said yes unless the discussion turns to reconsidering the decision. It then is a problem and a FOIA issue. However, congratulating each other for a job well done is not a problem.

He then stated that meetings must be posted where they are typically held. If a meeting is moved to a different location,

the meeting needs to be posted there as well.

The city manager then asked if before a meeting begins, it becomes evident that a larger facility is needed due to the number of people attending. He asked if we can put notice on our doors and move to another location. Mr. Black explained that falls under an adjournment for the purpose of reasonable accommodations. The announcement can be made that the meeting is being moved to another location and will reconvene in half hour.

Mr. Black explained that if it is determined a larger venue is needed, the longer a period before a meeting is scheduled to begin becomes more complicated. Once it has been determined, there should be an attempt to make reasonable accommodations. That could take time and most likely, the meeting would need to be postponed. He does not feel it would not fall under the definition of emergency.

Mr. Grier confirmed the postings on the door would cover this situation. Mr. Black said yes in addition to posting the meeting as is normally done. That notice would contain the new location and would need to be posted at city hall and the new location.

Mr. Black said the best way to handle it would be to reschedule the meeting. The issue then becomes if twelve hours advance notice is sufficient to post the notice at city hall and on the website. He feels the answer is probably no.

Mr. Rutt feels the best way to handle is to convene the meeting and announce that because of the large number of people present, the meeting is being moved to the library, for example. Mr. Black said that will work if the city has the ability to move to a large facility. The meeting would then be reconvened at the new location.

Mr. Pikus then pointed out that the mayor and four members of council may call a meeting according to the city charter. He confirmed that one council member may call a ward meeting; Mr. Black stated yes. Mr. Pikus asked if it is a public meeting and asked if minutes need to be kept. Mr. Black said it is not a public body at that point, but it could become a public body and is why there have been problems when this occurred. He said a ward meeting is called and the council representative asks to have the city manager there or the police chief there. He explained that has now become a problem because it is now starting to look like a public body that is there to conduct public business.

Mr. Pikus said, as an example, he wants to have a second ward meeting and asks the city manager to be there and asked if minutes need to be kept. Mr. Black said it depends on what is being done. Hypothetically, he said there are two council members from the same ward that want to have a ward meeting. They want to discuss what is on their constituents minds. A couple council members show up and they start talking about public business. This is then a public meeting and FOIA applies.

Mr. Pikus continued by stating there is no agenda for the meeting and the intent is to have an open ward meeting and if any citizen wants to ask any question and the city manager is there to respond. Mr. Black said the potential problem begins when the city manager agrees to attend.

Mr. Pikus asked if the best way to handle this is to take questions and provide those questions to the city manager or police chief to later handle. Mr. Black emphasized that is the way local government is to be handled. He reiterated that FOIA requires observing and monitoring but not participation. With a ward meeting, there is an opportunity to participate. The ward residents can bring their questions or issues to that meeting.

Mr. Pikus asked who sets the agenda for a public meeting; Mr. Black said whoever is able to call the meeting.

In response to a question, Mr. Black explained that if a ward meeting was scheduled and several members of the public body end up attending, there is the potential that an issue would be brought up and opinions exchanged. The informational session then turns to deliberating public business and the fact that no agenda was posted is a FOIA violation.

A question was asked about a deadline for amending the agenda before a meeting, Mr. Rutt said an item can be removed though an item can be added up to six hours before the meeting. But the reason needs to be noted why it was added after

the seven-day posting.

According to Mr. Black, an explanation needs to be added to the agenda stating the reason the item was added at the last minute.

Mayor Shupe then stated that a community meeting that would include city staff must be called by either the mayor or four or more council members.

Mr. Pikus asked if the city manager can call a meeting. Mr. Rutt and Mr. Black both stated the city manager does not have the right to call a meeting.

Mr. Carmean pointed out the agenda is either set or approved by the person who has the right to call the meeting which in Milford would be the mayor. Mr. Black said that hopefully everyone would cooperate with respect to calling a meeting as is done in most towns; the city manager agreed.

Mr. Black then noted that the standard for notice requirements for executive sessions is less stringent because the matter discussed are items that need to be kept confidential. By their very nature, should they become public knowledge would make it difficult to do your job. For example, a public body can go into executive session for legal strategy and potential litigation. However, more information is needed than simply reciting the statute though specific information is not required.

He warned not to confuse the exception for discussing an individual's qualification for a job with personnel matters. Personnel matters apply to people who are employed; qualifications for a job relate to people who are not employed.

Mr. Black explained the only thing that can be discussed in an executive session is the item(s) listed on the agenda under the executive session. Deliberating can be done in executive session but council must come out and vote publicly.

Some discretion is needed when an executive session is added to an agenda in order to keep the matter confidential; that is the reason the attorney general's office allows some leeway, though they want a little more than what the statute simply reads.

Mr. Black noted that the minimal requirement for meeting minutes are not very stringent though a stenographic record is not required. Recordings must be provided if someone requires that.

He reiterated that the attorney general's office is now required to provide annual FOIA coordinators training effective July 2015. The attorney general's website contains all opinions back to 1995.

When asked to elaborate more on serial e-mails, telephone calls and meetings of individual council members, Mr. Black expressed caution regarding long e-mail chains. He said the means of communication does not matter. In the eyes of FOIA, e-mail communication is the same as face to face communication. Instead of one councilperson sending an e-mail to the mayor, it is then forwarded to the city manager or police chief. Then the councilperson wants the opinion of yet another person. Suddenly, there is a quorum discussing city business. If that has occurred, FOIA has been violated. City business is being discussed via an e-mail, telephone or through meetings. That requires an agenda and recordkeeping. Mr. Black explained this is the most common way to violate the statute.

Though the easiest way to communicate is through an e-mail, that is the area where most people get into trouble.

Mr. Rutt added that also applies to phone calls where a councilperson goes right down the line and talks to one council member after another.

Mr. Black cautioned that solicitation regarding public business by any other means other than at a public meeting should be avoided. The public has the right to observe and monitor which means they are able to see the deliberations.

Mr. Carmean asked if there is a zoning application before the planning commission, can we contact them to persuade them to vote a certain way; Mr. Black feels that beside professional suicide, once the word is out that the city manager has taken a particular position, someone is going to be on the other side and it will become a big problem. When working in a public capacity, there are limits attached that do not apply to private citizens.

He said Mr. Carmean can talk to the planning commissioners about what he thinks, but cannot solicit or try to change their positions. He said this will get someone in trouble even though the two people talking are from different bodies. Even though that situation may not fall under the open meeting law, it will definitely create a political problem for the person.

Mr. Grier asked what kind of penalty is involved with a FOIA violation; Mr. Black pointed out the section 10005 addresses enforcement. He said that overall, any action taken at a meeting can be challenged in the Court of Chancery who can issue orders to do something or to stop doing something. Something could end up in Superior Court and involves money. If someone is denied access to public records, they can bring suit in Superior Court though the preference is to bring it to the attorney general's office first even though that is not required. The person would be provided attorney fees at a minimum. If they can prove they suffered other harm as a result of a FOIA violation, they can be awarded money as well.

Mr. Black then provided contact information adding that they are available at anytime. He concluded by reemphasizing that he is not Milford's attorney and he is unable to provide legal advice.

With no further business, the Council Workshop concluded at 9:07 p.m.

Respectfully submitted,

Terri K. Hudson, MMC
City Clerk/Recorder

cc: Presentation

Delaware's Freedom Of Information Act

Overview of Public Records and Open
Meetings Rights and Obligations

Presented by Edward K. Black
Deputy Attorney General

Milford, Delaware

August 11, 2014

OVERVIEW

- Delaware's Freedom Of Information Act
 - Open Records Provisions
 - ✓ What documents must be made available for public inspection?
 - Open Meeting Provisions
 - ✓ What meetings and discussions must be open to the public?
 - Education [effective July 1, 2015]
 - ✓ AG to publish biennially a FOIA coordinator manual, hold annual training seminar and publish on a website all FOIA opinions and summaries thereof.

FOIA Policy Declaration

- Provides public with important rights to
 - observe the performance of public officials
 - monitor the decisions made in formulating and executing public policy
- FOIA is to be interpreted to further the accountability of government to the citizens of this State

What Is A “Public Body”?

- Typically not an issue
- Issues arises when two or more people gather to discuss public business
- Issue is important because all public bodies have obligations under FOIA

“Public Body” (continued)

- Any other legislative or executive branch agency, board, committee, subcommittee, or group
 - Established by an act of the General Assembly or a body established by the General Assembly
 - Appointed by a state body or public official, or
 - Otherwise empowered by a state entity
- That is
 - supported in whole or in part by public funds
 - expends or disburses grants/gifts
 - impliedly or specifically charged to advise or make reports or recommendations

“Public Body” (continued)

➤ Exempt Bodies

- Any caucus of the House or Senate
- UD/DSU, except for Boards of Trustees

➤ Bodies Exempt from Open Meetings

- Public bodies having only **one member**
 - ✓ Governor, Mayor, Town Manager, etc.
- “Body of One” can appoint committees
 - ✓ Staff meetings?
 - ✓ Citizens, private sector?

Public Records Duties

- Implement Policy for Addressing FOIA Requests
- Develop a Web Portal for Receiving FOIA Requests
- **NEW for 2014 [HB 322]**: Provide a mailing address for receiving FOIA requests through the U.S. mail
- Designate a FOIA Coordinator and identify on website
 - **NEW for 2015 [HB 321]** Public bodies must provide the name and contact information for its FOIA coordinator to the AG. Within 20 working days of any change of FOIA coordinator or the FOIA coordinator's contact information, public bodies must update website and notify AG.
- Provide Reasonable Assistance to the Public in Identifying and Locating Records
- Promptly Request Noncustodial Emails and Other Records

Public Record Duties (continued)

- Conduct Diligent Search for Records
- Consultation with or Referral to Originating Body
- Respond Within 15 Business Days
- Make Records Available for Inspection and Copying
 - **NEW for 2015 [HB 323]:** Executive branch bodies required to publish an annual or biennial reports must post them on State website

What Documents Are “Public Records” Under FOIA?

➤ Public Record Defined

- information of any kind, owned, made, used, retained, received, produced, composed, drafted or otherwise compiled or collected, by any public body, relating in any way to public business, or in any way of public interest, or in any way related to public purposes, regardless of the physical form or characteristic by which such information is stored, recorded or reproduced.

➤ AGO Carve-Outs

- Working drafts
- Personal Notes

Statutory Exemptions

- 1. Personnel, Medical and Pupil Files the disclosure of which would constitute an invasion of personal privacy
 - Should redact home address, telephone & SSN
 - Generally can't redact names, job, time sheets, attendance records, salaries or benefits for public employees except for
 - Retirees
 - Employees of DOT contractors
 - Tax, social security and elective deductions
 - Swat Member
 - Merit employees?

Statutory Exemptions (continued)

- 2. Trade Secrets/Commercial or Financial Information Obtained from a Person which is of a Privileged or Confidential Nature
 - “Trade Secrets”
 - ✓ Secret formula, process, etc.
 - Commercial or financial information
 - ✓ List of assets & liabilities, P&L statement, tax returns
 - Obtained “from a person”

Statutory Exemptions (continued)

- 3. Investigatory Files Compiled for Civil or Criminal Law Enforcement
 - “Blanket” exemption that covers a broad array of files and records
 - Housing code violation investigatory files
 - Uniform Collision Traffic Reports
 - Complaints about town ordinance violations
 - **But not** DOL prevailing wage law violations
 - Exemption continues after file/investigation closed
 - Exemption waived if documents or information put in public domain
 - Documents disclosed in response to discovery/subpoena

Statutory Exemptions (continued)

- 4. Criminal Files and Criminal Records
 - Criminal files
 - Statute suggests all criminal files are closed to public scrutiny
 - Blanket exemption exists even after disposition of criminal case
 - Waiver
 - Criminal records
 - Any person can request and obtain a copy of their own criminal record, subject to redaction of witness names, intelligence personnel and aids, or any other privileged or confidential information
 - All other criminal records are closed to public scrutiny

Statutory Exemptions (continued)

- 6. Records Exempted by Statute or Common Law
 - Federal Statutes
 - HIPAA?
 - State Statutes
 - Tax information
 - Personal healthcare information
 - Education records
 - Documents filed under seal
 - Common law
 - Executive privilege
 - Attorney-client communications/attorney work product
 - Personal privacy

Statutory Exemptions (continued)

- 9. Records Pertaining to Pending or Potential Litigation Which are not Records of any Court
 - Pending Litigation
 - Quasi-judicial administrative proceedings
 - Planning Board appeals
 - Arbitration proceeding
 - **NOT** PERB matters
 - Potential Litigation
 - Litigation reasonably foreseeable
 - Threat of litigation, demand letter

Public Meetings

➤ What Meetings Are Subject To FOIA?

- The formal or informal gathering of a quorum of the members of any public body for the purpose of discussing or taking action on public business either in person or by video-conferencing

➤ Quorum

- Series of sub-quorum telephone calls, or emails
 - ✓ Vote taken or consensus reached?

➤ Discussion/Action

- Public business discussed?

Public Meeting Requirements

- Publication
- Meeting Notices
- Agendas
- Minutes

Publication:

When to Publish Notice & Agenda

- Regular Meetings and Intent to Hold Executive Session
 - Notice posted 7 days in advance of meeting
 - Agenda must be posted with notice or added at least 6 hours in advance
- Special or Rescheduled Meetings
 - At least 24 hours' notice required
 - Requires a showing of an exigent circumstance or compelling need to meet on shortened notice
- Emergency Meetings Exempt from Notice Requirements
 - Necessary for the immediate preservation of public peace, health or safety, or to the General Assembly

Publication:

Where to Publish Notice & Agenda

- Publication must include conspicuous posting of notice
 - At the principal office or, if none, where meetings are regularly held and
 - For all “noncounty and nonmunicipal public bodies” – electronically on State website approved by the Registrar of Regulations?
 - For all State agencies within executive branch -- electronically on the State’s Public Meeting Calendar

- Must make a reasonable number of notices available

Publication:

What to Include in the Notice

- Date , Time and Place of Meeting
- Video conferencing
- Agenda, if determined at the time
 - ✓ If not determined when notice posted, agenda must be added at least 6 hours in advance of meeting with explanation for the delay
 - ✓ Agendas may be amended if
 1. Explanation of delay provided in amended agenda
 2. New matter came up unexpectedly after the initial posting
 3. New matter requires immediate attention

Publication:

What to Include in the Agenda

- General statement of the major issues expected to be discussed at a public meeting
 - ❖ Must draw the public's attention to the fact that specific important subject will be treated
 - “Primary Election” -- vote to open fewer polling stations
 - “Class Sizes and Enrollment” -- new teacher funding
 - “Application – PATS INC.” -- \$4.5 million IRB issuance
 - “Town Charter Changes” -- restriction of voter eligibility

Publication:

What to Include in the Agenda

➤ Statement of intent to hold an executive session and the specific grounds therefor

❖ Two views

1. Notice requirements less strict
 - Sufficient to reference statute and/or general short-hand reference
 - Not required to specify what legal, personnel, or other subjects are discussed in executive sessions
2. Must provide public with the precise reason or reasons for convening in private
 - Reference to statutory exemptions may not be enough

Executive Session

- A public body may discuss certain matters in private
 - An individual's qualifications to hold a job
 - ❑ Does not apply to current employees or personal disagreements among members of public body
 - ❑ Does not permit discussion of the selection process
 - Strategy sessions, including those involving legal advice or opinion from an attorney, about collective bargaining or pending or potential litigation, but only when an open meeting would have an adverse effect on bargaining or litigation position
 - ❑ May discuss litigation objectives, deployment of resources, legal issues, parameters for settlement
 - Personnel matters in which the names, competency and abilities of the individual employees or students are discussed
 - ❑ Does not apply to independent contractors
 - ❑ Does not permit discussion of the process for hiring new employees

Meeting Minutes

- Must prepare minutes even when meeting taped
- Should approve and post at next meeting
 - **NEW for 2014 [HB 320]:** Executive branch bodies that meet four or less times per year must electronically post draft minutes within 20 working days after the meeting. Prior to being posted, draft minutes may be distributed to members of the public body who were present at the open public meeting. Draft minutes may continue to be revised and corrected up until final minutes are approved by the public body at an open meeting.
- Minimal requirements
 - Attendance record
 - Accounting of each vote taken or action agreed upon
- Executive session minutes may be withheld for as long as the matters discussed remain confidential/privileged

FOIA Education

- AG to publish biennially a manual for FOIA coordinators laying out
 - Duties and responsibilities of FOIA coordinators
 - FOIA time frames, how to calculate them, and the circumstances in which they are tolled
 - Power of the public body to charge fees for requests for public records
 - An explanation of the reasons for calling an executive session, including an explanation of the strategy session exception
 - A summary of Delaware judicial opinions, Attorney General opinions, and other legal opinions issued in the preceding 2 years related to this chapter.

FOIA Education (continued)

- AG to hold annual FOIA coordinators training
 - Open to the public and noticed in accordance with FOIA
 - Training to include
 - ✓ topics included in the manual
 - ✓ a discussion of best practices for responding to requests for public records
 - ✓ question and answer session.
- AG to maintain a website containing Attorney General opinions a summary of the holding of each opinion

Contact Information And Additional Resources

- **FOIA Deputy**

Edward Black

Deputy Attorney General

Del. Department of Justice

820 N. French Street

Wilmington, DE 19801

Phone: (302) 577-4209

edward.black@state.de.us

- **FOIA Coordinator**

Janice Guevarez, M.S.

Administrative Specialist II

Del. Department of Justice

820 N. French Street

Wilmington, DE 19801

Phone: (302) 577-8910

E-mail: Janice.Guevarez@state.de.us

For access to Attorney General Opinions issued from 1995 to present, see <http://opinions.attorneygeneral.delaware.gov>.

Opinions have been posted in electronic format and may be searched by key words or by using available drop-down menus.

MILFORD CITY COUNCIL
MINUTES OF MEETING
August 11, 2014

The Monthly Meeting of Milford City Council was held in the Joseph Ronnie Rogers Council Chambers of Milford City Hall, 201 South Walnut Street, Milford, Delaware on Monday, August 11, 2014.

PRESIDING: Mayor Bryan W. Shupe

IN ATTENDANCE: Councilpersons Christopher Mergner, Garrett Grier III, S. Allen Pikus, Dirk Gleysteen, Owen Brooks, Jr., Douglas Morrow, Sr. and Katrina Wilson

City Manager Richard Carmean, Police Chief Keith Hudson and City Clerk/
Recorder Terri Hudson

COUNSEL: City Solicitor David Rutt, Esquire

CALL TO ORDER

Mayor Shupe called the Monthly Meeting to order at 7:11 p.m.

INVOCATION & PLEDGE

The Pledge of Allegiance followed the invocation given by Cantor George Mason.

APPROVAL OF MINUTES

Motion made by Mr. Pikus, seconded by Mr. Gleysteen to approve the minutes of the June 17, June 18, July 14, July 24 and July 28, 2014 Council and Committee Meetings as submitted. Motion carried.

RECOGNITION

No special guests in attendance.

MONTHLY POLICE REPORT

Police Committee Chairman Morrow presented the police report on behalf of Chief Hudson. Mr. Pikus moved to accept the police report, seconded by Mr. Grier. Motion carried.

CITY MANAGER REPORT

Mr. Carmean read into record the following report:

ADMINISTRATION

I have had the second progress meeting with the contractor doing the remodel at our future billing office. There are a few surprises as far as some of the construction plans in the initial plans. Though minor costs were involved, we are upgrading the public restrooms floors from vinyl to ceramic tile which is more suitable for the wear and cleaning needs of a public area. The completion is still planned for late October.

We have received the deed to the Armory property from the State of Delaware. I will forward all legal paperwork to Mr. Rutt. Representative Harvey Kenton has been in touch with my office and I have asked he contact Governor Markell's office to attempt to set up a small ceremony wherein the Governor will pass the keys onto mayor and city officials. We will have a discussion as to possible uses for this property in the future.

STREETS AND SOLID WASTE

Numerous street projects are planned for completion before the weather gets bad again. Jerry's Paving has assured me that Lemuel Street and Lovers Lane will be finished before school opens. These two streets are high traffic areas during the school year.

North Washington Street and those intersecting streets will begin following Shea's Concrete completion of the required sidewalk work. The holdup has been the availability of a milling machine which is subcontracted by his company though the paving will begin in all probability prior to the concrete work on Washington Street.

Southeast Front Street is seeing mostly sidewalk and curb construction at this time. The overlay of the street itself will be completed by October.

SEWER AND WATER

I had a pre-construction meeting with DBF and CB&I the contractors of the new Southeast Water Tower. I signed the Notice to Proceed document on August 4, 2014. The anticipated completion date for the project is November 27, 2015.

The water main extension construction to the tower site and our eastern city limits, awarded to Teal Construction, will begin in the next few weeks and be completed in the fall.

The new well at the tower site has begun and will be complete by late fall. The well will not be placed into use until the new treatment facility is built at that location. The facility is in the final design phase and will be bid out in the early fall.

ELECTRIC

We have had several short outages of one of our main circuits in the past few months. While I cannot give the exact reason for those interruptions, there are a few possibilities. The most likely reason is we have had our contracted crews working during those times, and when they are working we place the circuit in a "one shot" position. This means that if there is a problem the circuit breakers will blow and not reset automatically. Under normal operations, the blown circuit will reset itself causing a small blip but not an outage. Our crews will continue to monitor the circuit.

I talked to the electric crews and told them I am getting stale on telling council and residents that the outage was caused by a bird though that was a possibility. A bird does not normally sit on the one-shot set and would only be a slight interruption. It is usually on Saturdays when the contractors are working. I noticed them this past weekend and believe that is what it is should anyone asks.

Once the work is done, I do not expect any more problems.

Mr. Brooks reported that the electric contractors hired by the city informed one of our residents that her electric would be turned off on a particular day. They then went back later and gave her a specific time which she appreciated.

Mr. Carmean said our crews normally go door to door to inform our customers. In this case, the contractors preferred to notify customers in advance because of the varied times the electric would be off in lieu of having our employees handle it.

Mr. Pikus asked the status of the West Shores development; Mr. Carmean said he recently met with the owner at the site to discuss some of the sewer testing required before any permits can be pulled. The model homes will be built within the next three to four months.

The city manager said they will be building nice products and home prices will begin in the in the \$200,000 range.

Mr. Pikus moved to accept the city manager report, seconded by Mr. Brooks. Motion carried.

COMMITTEE & WARD REPORTS

Public Works Committee

Public Works Chairman Brooks recalled the parking problem on West Clarke Avenue by hospital employees. The city manager and he reviewed it and recommend four two-hour parking signs be installed in the locations designated by Mr. Pikus. The city manager also followed up with Chief Hudson who had also reviewed the area.

COMMUNICATIONS & CORRESPONDENCE

Included in packet.

UNFINISHED BUSINESS

Ratification/Comcast Cable Television Franchise Agreement

Mayor Shupe reported that Comcast is asking city council to renew their franchise agreement that expires in November of 2014. He recalled that Councilman Pikus brought up a couple of issues that were also being considered.

Mr. Rutt reported that he has reviewed the contract and has several questions and concerns. The agreement is a fifteen-year agreement with three five-year extensions for a total of thirty years, which Mr. Rutt pointed out is a very long time.

He said the contract also covers cable service which is defined as video programming. It does not include internet, telephone or other services that Comcast now offers. When the franchise agreement was initially entered into many years ago, Comcast only provided cable service. The gross revenue is based on monthly basic cable, premium and pay per view video services. As a franchise fee, the city receives 5% of the gross revenue and after considering the definition, the city is only receiving a percentage of the cablevision and nothing for the other services.

The solicitor recommends the contract be negotiated. He noted this is a nonexclusive franchise which means it does not prohibit another cable provider from coming into the city.

Some additional provisions need to be added regarding city notification of tree maintenance or similar work.

Mr. Rutt was also concerned with the \$1 million liability insurance cap which has no escalator over the time frame of the contract.

In his opinion, it appears they copied the previous contract and changed the dates though a number of things have changed over that time frame.

He will provide the city manager the information so that Mr. Carmean can contact them.

Mr. Rutt's recommendation is to negotiate the contract before a final draft can be ratified by council.

Mr. Pikus compared the fee we are receiving and believes Milford's is considerably lower in comparison to other communities and in particular, to Middletown. He agrees the city manager needs to renegotiate before reconsidering.

Mr. Gleysteen suggests we consider 5% of the total services and five-year contracts.

It was pointed out that any increase the city receives will be passed onto their customers.

Mr. Rutt noted the term is fifteen years with automatic five-year extensions so essentially this is a thirty-year franchise agreement.

Mr. Grier asked if they are required to get approval from the Public Service Commission before passing on an increase; Mr. Rutt explained this is not a necessary public service and they are controlled by the FCC.

Mr. Pikus moved to postpone any action on the Comcast Franchise Agreement and have the city manager renegotiate and bring back a revised contract, seconded by Mr. Pikus. Motion carried.

Relocation/Washington Street Water Treatment Facility

Mayor Shupe recalled the city manager has asked that the Washington Street Water Treatment Facility be relocated beside the PNC building in a parking lot area acquired at the time that building was purchased. This has been discussed with presentations both at a public works committee meeting and council workshop.

Mr. Brooks moved to relocate the Washington Street Water Treatment Facility to the new site adjacent to the former PNC building, seconded by Mr. Morrow. Motion carried.

Mr. Carmean said that he will get back with council though council agreed to make the original site a public park with some type of recreational activity which the Parks and Recreation Director had recommended and our engineers have been working on.

Mr. Brooks confirmed with the city manager that this site will become a public park; Mr. Carmean stated yes. Mr. Brooks recalled that Mr. Pikus requested additional parking be considered for this area. Mr. Morrow agrees there is a lack of parking for any visitors who wants to use the park. The parking at the location was removed at the time the building was demolished.

USDA \$2 Million Loan/Water Projects

Mr. Carmean advised that he spoke with DBF Erik Retzlaff today. He prefers we take more time to look at this and would like it scheduled at an upcoming workshop. He will request some additional information on the projects be considered. Mr. Carmean asked that Mayor Shupe and council members review the information included in the packet and consider any other projects that should be considered.

It was confirmed that Mr. Carmean had DBF submit the application to the USDA.

Mayor Shupe recommended tabling this matter until the workshop.

Mr. Pikus moved to postpone action until the workshop, seconded by Mr. Morrow. Motion carried.

NEW BUSINESS

Delaware League Local Government/Annual Dues

Mayor Shupe advised that the league dues are based on the size of the municipality. Dues range from \$500 to \$10,000 and the city's dues are \$4,000 per year.

Mr. Brooks moved to approve payment of the dues, seconded by Mr. Morrow. Motion carried.

St. John's Oktoberfest/Alcohol Waiver

The mayor explained that the church has requested a waiver to Chapter 77 of Milford's Code pertaining to the open container law. He noted that this is an annual fundraising event that occurs this year on October 3rd to October 4th. The ability to serve and drink beer keeps with the tradition of Oktoberfest where beer will be sold.

Mr. Morrow moved for approval of the waiver to Chapter 77 for the St. John's Oktoberfest, seconded by Mr. Gleysteen. Motion carried.

Grotto Pizza/Community Night/Alcohol Waiver

Mayor Shupe advised that Grotto Pizza has submitted a request for a waiver to the city's open container law as outlined in Chapter 77 of City Code. Grottos have planned a special event on Thursday, August 21st from 4:00 p.m. to 11:00 p.m. where

they will be celebrating Customer Appreciation Night. The festivities will occur in a secluded area in their parking lot adjacent to the bar side of the restaurant.

Mr. Morrow moved for approval of the waiver to Chapter 77 for Grotto Pizza on August 21st, seconded by Mr. Mergner. Motion carried.

Mr. Brooks recalled a similar event at this location that he voted against only because of some potential traffic/safety issues. However, there were no problems and no noise that evening which he would have observed only living a short distance away.

FY 2014-2015 Budget Adjustment/North Washington Street Paving Project/Transfer of Funds

Mayor Shupe recalled the North Washington Street Improvements project awarded at the last council meeting in the amount of \$125,250.50. There is currently \$116,000 in CTF funds for the project though another \$9,250.50 is needed. Finance Director Jeff Portmann recommends this be paid from Municipal Street Aid which requires council approval.

Mr. Carmean explained that the additional money is needed to meet the bid total.

Mr. Pikus moved to approve \$9,250.50 be paid from Municipal Street Aid for the North Washington Street Paving Project, seconded by Mr. Gleysteen. Motion carried.

Resolution 2014-12/Redemption of City of Milford General Obligation Bonds, Series of 2005

Council approved proceeding with this payoff following an executive session discussion this past December. Mr. Pikus reported the city will save \$300,000 annually in debt service. A resolution is required to proceed with the buyout.

Mr. Pikus moved to adopt Resolution 2014-12 as follows, seconded by Mr. Morrow:

*RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILFORD, DELAWARE
AUTHORIZING CERTAIN ACTIONS IN CONNECTION WITH REDEMPTION OF
THE CITY'S GENERAL OBLIGATION BONDS, SERIES OF 2005*

WHEREAS, the City of Milford, Kent and Sussex Counties, Delaware (the "City") has previously issued its General Obligations Bonds, Series of 2005 (the "2005 Bonds") pursuant to a resolution approved of City Council on May 9, 2005 and a Bond Ordinance enacted by City Council on May 9, 2005 authorizing the issuance of the 2005 Bonds; and

WHEREAS, the 2005 Bonds are currently outstanding in the aggregate principal amount of \$2,600,000; and

WHEREAS, the 2005 Bonds are subject to redemption prior to maturity, at the option of the City, in whole or in part, at a redemption price of 100% of the principal amount of the 2005 Bonds to be redeemed, plus accrued interest to the date set for redemption; and

WHEREAS, the City has determined to redeem the 2005 Bonds using monies available to the City; and

WHEREAS, the City has determined to undertake all action necessary to redeem all of the City's outstanding 2005 Bonds.

NOW, THEREFORE, the City of Milford, Delaware, hereby resolves as follows:

- A. The appropriate officers and employees of the City are hereby authorized and directed to determine the redemption date for the 2005 Bonds, such redemption date to be on the earliest date allowable according to the terms of the 2005 Bonds.*
- B. The appropriate officers and employees of the City are hereby authorized and directed to inform The Bank of New York Mellon Trust Company, N.A., as paying agent (the "Paying Agent") for the 2005 Bonds, of the redemption date and to direct the Paying Agent in writing to undertake all necessary actions to effect the redemption of the 2005 Bonds and to direct the Paying Agent to publish a notice of redemption not less than thirty days prior to the date selected for the redemption of the 2005 Bonds.*

- C. *The appropriate officers and employees of the City are hereby authorized and directed to do all acts and things necessary in the planning, preparation and accomplishment of the redemption of the 2005 Bonds, including making proper arrangements for payment of principal of and interest on the 2005 Bonds due to be paid on the date selected for the redemption of the 2005 Bonds from monies available to the City.*
- D. *All resolutions or parts of resolutions inconsistent herewith are hereby rescinded, cancelled and annulled.*

I, the Undersigned Officer of the City of Milford, Kent and Sussex Counties, Delaware (the "City"), DO HEREBY CERTIFY that the foregoing is a true and correct copy of a Resolution duly adopted by the affirmative vote of a majority of the members of the City Council of the City at a Public Meeting held on August 11, 2014; that proper notice of such meeting was duly given as required by law; and that said Resolution has been duly entered upon the Minutes of said City Council, showing how each member voted thereon.

IN WITNESS WHEREOF, I have hereunto set my signature as such official and affixed the seal of the City this 11th day of August, 2014.

s/City Clerk

Council Rules, Policies and Procedures

Mr. Rutt referenced the workshop relating to the FOIA review by DAG Ed Black prior to the monthly meeting. He said that segues into the meeting scheduled tomorrow night that was called by Councilwoman Wilson. He said that many people today received a Notice of a Community Meeting by way of an e-mail blast from the Chamber of Commerce.

Mr. Rutt said he spoke to Mrs. Wilson and wants to clarify a few things. He said this is a ward meeting that anyone can attend which has raised a lot of questions. He said when you look at the minutes of the last meeting, it could be construed as a council meeting which it cannot be. Mr. Rutt said the charter provides for two regular meetings a month or special meetings. Special meetings can only be called by the mayor or four members of council. He said that Mr. Black stated that a special meeting is only called as a result of an emergency meeting for a specific purpose and it is necessary to stick to that particular topic.

Mr. Rutt explained that FOIA requires a notice of the emergency meeting and the specific purpose stated. Failure to comply with those requirements could render any decisions that may be made at the meeting and any discussions voided.

He said there are no problems with ward meetings which can only be to gather information from the councilpersons' constituents. He said there should not be any city employees there unless they attend as a member of the public. Mr. Rutt said Mr. Black pointed out that we start getting into a gray area when questions are asked of council people and city employees and that needs to be avoided.

The solicitor stated then directed any council member that decides to attend, to only listen and not participate in the discussion. He explained it is somewhat gray on whether there should be meeting minutes. However, he suggests they be kept solely for purposes of what was discussed so they could be brought back to the city management or mayor. According to Mr. Rutt, there is no need to publish any agenda. He emphasized we do not want to run afoul of FOIA or the charter.

The solicitor feels there is a need to make council aware of the procedures for special meetings and what they can and cannot do. If another policy is needed, he recommends that be established. Under FOIA and the city charter, he feels it is clear how special meetings can be held and Ms. Wilson's meeting tomorrow evening can only be viewed as a ward meeting.

Mayor Shupe said the public has questioned him about how to deal with a statement that was made or an ordinance. He had asked the city solicitor to explain the procedure on reaching city council and how to have a voice. He has also asked the solicitor to explain how this should be handled from a council standpoint.

Mr. Rutt explained that if anyone has a constituent with a problem, they should come to their council representative. That information should then be presented to the city manager.

As an example, if a resident has a problem with the electricity, they can call the electric department; the councilperson can also recommend the resident contact Rick Carmean in the electric department. However, the council person does not have the right to call Rick Carmean or any other city employee.

Mr. Rutt explained that those problems need to funnel back through the city administration.

If it involves a situation where council action is needed, that council person can ask for the item to be put on the agenda. He noted there are ward reports at which time a constituent's concern can be expressed if the item is appropriate for the agenda.

The solicitor explained that council going to individual employees creates chaos. When an employee is on the street working and a council person starts questioning the employee or asking them to do something, puts the employee in a very awkward situation. Any questions or concerns need to be posed to the city administration.

The city manager asked about specific items that are planned to be discussed in regard to a committee or even a ward report; Mr. Rutt clarified that anything involving a committee as opposed to a general topic can be part of a committee report. The solicitor does not feel it should be a specific line item unless it is something out of the ordinary.

Mr. Carmean asked, as an example, if an ordinance that a councilperson wants to be considered should be added to the agenda for discussion. Mr. Rutt said it does not have to be added if there will be a general discussion. For example, the public works committee can recommend an ordinance be adopted to bury all the electric wires. The introduction of the ordinance will then be added to an agenda. He does not feel that suggesting the city manager work on an ordinance has to be on the agenda.

Mr. Rutt suggests discussing how to approach meetings and also agendas. He feels council needs to determine how they want to see the meetings operate more efficiently and then work on some policies over the next couple months. In addition, there needs to be some council procedural rules. He explained it is not unusual for public bodies to have their own procedural rules adding that the charter says council meetings are governed by Roberts Rules of Orders. However, policies can be added about how the public can address council, how council deals with issues that may arise, etc. For example, whether that information should first be provided to the city administration. He urged council to think about that.

Ms. Wilson stated that this was brought up because she had planned a Fourth Ward meeting. She questions that because meetings have occurred in the same manner as long as she has been on council. She also noted that some meetings have been called on the drop of a dime and in a lot of cases, when not all of council was informed. But those meetings took place without a problem.

She explained it is difficult to get answers about code enforcement unless they are present. If people have concerns about code enforcement, she feels the best way to address them is with facts and that is something she is unable to provide.

Ms. Wilson felt she was doing the right thing by inviting all of council. She did not believe she needed clarification from the mayor adding that she is very transparent. Notifying the city manager and city clerk is always how committee or ward meetings have been handled in the past. She felt this was still protocol.

She emphasized that she has never been informed it was to be handled differently. She was simply asking for the support of council and did not expect them to answer questions or vote on any matter. She emphasized that her intent was only for councils' support.

As she has said many times, Mr. Starling and she represent the fourth ward. But they also represent the entire city because the decisions they make impact the entire city. That is the reason she invited all of council.

Ms. Wilson said she has no idea of how many people will attend and there could only be five. She only distributed flyers in the fourth ward area, but because she receives e-mails from the chamber, she felt it was an appropriate manner of letting people know she was having the meeting.

She said the intent of the meeting was informational only and encouraged anyone interested to attend.

Mr. Rutt said he is probably the one that threw the flag because of FOIA issues. He said the attorney general office has become very strict and referenced the Dewey Beach case. The AG issued a decision in late 2012 regarding special meetings and actually put the city on watch where every agenda for every meeting had to go through the AG's office first. They also voided every vote that had occurred and his role is to say no, you can't do that.

He then referenced DAG Black's presentation which had some interesting observations. He said it is not a problem for one or two ward persons to get information to bring back to council. But once you start getting others involved, it becomes a gray area and into a situation of a discussion where opinions will be stated. That is what gets a person into trouble according to Mr. Rutt.

Mr. Carmean said he told Mr. Black that he and Chief Hudson have both attended many ward meetings, he as the city manager and before that as the police chief. He said they have always been very willing to attend and to hear any complaints or concerns first hand. But Mr. Black has informed council tonight that by himself or Chief Hudson attending gives the meeting the flavor of city business and they should not be there. That is totally new to both of them. He indicated that is because of their positions even though they do not have a vote. However, with them attending, it makes the meeting official and minutes need to be kept even though Ms. Wilson and Mr. Starling are the only ones there. Ms. Wilson pointed out that Mr. Starling would not be at this meeting and she will be the only ward representative there.

Mr. Brooks pointed out that over the years he had many ward meetings, some of which went back to when Harry Jarman was on council. Some involved neighborhood watch programs and a lot of problems were solved as a result. At one point, the first ward and third ward council members held a combined meeting. Then they were informed they could no longer hold those meetings because minutes needed to be kept. After that, no more meetings were held.

Ms. Wilson said that taking minutes is no problem.

Mayor Shupe feels that he and council need to be more aware of the procedures and how city business is conducted. He said specifically, how a resident addresses a concern and whether or not that council person takes the problem to city council. He said we need to think about how to implement these policies and if something needs to be changed to fit the needs of our residents.

The mayor emphasized the need for some written procedures and address any obstacles that should be addressed. The procedures and policies are important and he wants something in place that will work for everyone.

Mr. Brooks pointed out that he had issues he took directly to the city manager to handle. When he has a problem, he contacts either the city manager or the police chief which is what the charter requires. Council cannot go to any other city employee or police officer and he feels that has always worked well. He stressed that an employee or police officer cannot have nine people telling them what to do. He feels the procedure is clear as well as the reasons that is in place.

Mr. Carmean agrees that Mr. Brooks always adheres to that. He recently received a call from a councilperson about a water problem who asked him if they should call the public works director. The city manager pointed out that before they were elected to council, they had the right to call the employee direct. Once that person became an elected official, they no longer were able to do that. Mr. Carmean's response to the request was no, he would handle calling the employee. He said that once a person is elected, they lose some of their rights including being able to contact an employee or department head directly. They can only contact the city manager or police chief while they are in office. He agrees that it can lead to confusion and problems among our employees which is why it must be handled by either himself or Chief Hudson.

Mr. Mergner said he is concerned about communicating through e-mails. He pointed out it is much easier for someone to complain in an e-mail versus in person or by telephone. He asked how this should be handled. He questions how an e-mail should be handled and asked that some guidelines be established on e-mails and similar ways to communicate in order to protect the city. He would like to know how to proceed and respond.

Mayor Shupe agrees noting that when he was just a resident, it was easy to answer an e-mail or pick up the phone and call someone. But in an elected official's position, everything needs to be on the record and while we want to serve the residents, we also need to keep the city's position in mind.

The city manager pointed out that over the past several years, council is receiving more and more complaints through e-mails. In most cases, the councilperson forwards the e-mail to him. He assured council that when he receives the e-mail, he only responds to that councilperson directly. If he responds to the resident, he copies the councilperson but it is never forwarded to another councilperson.

When Mr. Carmean receives a telephone call from a councilperson, he follows up with an e-mail so there is a record. He referenced Mr. Black's discussion about e-mails and where they can end up. If council sends him an e-mail it stops with him unless he is otherwise directed. He again emphasized the need for council to forward any complaints to him or Chief Hudson which has always worked well.

Mayor Shupe said as stewards of the city and representatives, it is necessary to work together to make sure a resident's concern is resolved. He feels council should be available to help one another.

MONTHLY FINANCE REPORT

Finance Committee Chairman Pikus reported that through the twelfth month of Fiscal Year 2013-2014 with 100% of the fiscal year having passed, 98.7% of revenues have been received and 96.8% of the operating budget expended.

He noted that we are extremely low in solid waste reserves and need to keep a close eye on that account. Electric reserves have decreased due to some large payouts to cover the cost of some major projects that were recently completed.

The finance chair concluded by stating the city is self sufficient and in good shape compared to many other towns.

Mr. Grier moved to accept the June 2014 Finance Report, seconded by Mr. Gleysteen. Motion carried.

ADJOURN

Mr. Pikus moved to adjourn the council meeting, seconded by Mr. Grier. Motion carried.

Meeting adjourned at 8:14 p.m.

Respectfully submitted,

Terri K. Hudson, MMC
City Clerk/Recorder

MILFORD CITY COUNCIL
MINUTES OF MEETING
August 25, 2014

A Meeting of Milford City Council was held in the Joseph Ronnie Rogers Council Chambers at Milford City Hall on Monday, August 25, 2014.

PRESIDING: Mayor Bryan Shupe

IN ATTENDANCE: Councilpersons Christopher Mergner, Garrett Grier III, S. Allen Pikus, Dirk Gleysteen, Owen Brooks, Jr., Douglas Morrow, Sr. and Katrina Wilson

City Manager Richard Carmean, Police Chief Keith Hudson and City Clerk/
Recorder Terri Hudson

COUNSEL: City Solicitor David Rutt, Esquire

Prior to the start of the meeting, Mayor Shupe was surprised by his fiancée, Sheree Shaffer, family members and friends with a birthday cake celebrating his 30th birthday.

RECOGNITION

Mayor Shupe announced that he is very pleased to honor Milford's Big League Softball team this evening. He recalled three years ago, at the time he started his newspaper business, he was covering this team who taught him a great deal about softball. He recalled watching them win the states, the region and finally this year, the world series.

He then read the following proclamation into record:

*TRIBUTE 2014-10
2014 Big League Softball World Champions-Milford Little League*

WHEREAS: Milford Little League has served the greater Milford area since 1960, promoting sportsmanship, leadership and excellence in athletics;

Excellence and success in competitive sports can be achieved only through strenuous practice, team play and team spirit, nurtured by dedicated coaching and strategic planning;

The Milford Big League Softball Team is comprised of the top 16 to 18-year-old girls from Milford Little League;

After winning the District I Title, Milford's Big League Softball Team worked tirelessly to capture the Regional Title in Worcester, Massachusetts and attain their goal of returning to their home state as the USA East representative at the World Series in Roxana, Delaware;

Topping their five-team pool with a 3-1 record, the USA East/Big League Softball Team advanced to the semifinals in the World Series where they defeated USA Southwest team from Calhoun, Louisiana by a score of 9 to 1;

In a thrilling eight-inning championship game on August 9, 2014, the USA East/Delaware District I Team from Milford, Delaware defeated the Host/Delaware District III Team from Laurel, Delaware by a score of 1-0 to win the 2014 Big League Softball World Series Championship in Roxana, Delaware;

The Milford Big League Softball Team became the first Milford Team to win a World Series Championship and the first for a District I All-Star team since Delaware realigned its districts nearly two decades ago;

The 2014 Big League Softball World Championship Team consists of players Haylee Scruggs, Shaina Reed, Sierra Watkins, Whitney DeMora, Chelsea Fuhr, Kasey Fry, Alexis Howerin, Brea MacFarland, Megan Fry,

Brittany Brown, Haley Rickards, Cassetty Howerin and Emily Messick and is led by Manager Ron Fry, Coach Kevin Brown and Coach Ernie Scruggs; and

The championship victory of the Milford Big League Softball Team sets an example of sportsmanship, dedication, and a “never give up” spirit for all little league teams across the country and its achievement is the cause of enormous pride for the Nation, State of Delaware and the City of Milford.

Now, Therefore, Be it Resolved, that the Mayor and City Council hereby commend and congratulate the Big League Softball Team from Milford, Delaware on winning the 2014 Big League World Series Championship!

GIVEN under my Hand and Seal of the City of Milford this 25th day of August Two Thousand and Fourteen.

s/Mayor Bryan W. Shupe

After a standing ovation by those in attendance, Mayor Shupe presented the players and coaches with individual copies of the tribute.

Tribute/Kent County Levy Court/Commissioner Erik Buckson

Commissioner Buckson was also present. Though he was attending tonight’s council meeting for another purpose, he asked Mayor Shupe to join in the celebration because the Kent County Levy Court also wanted to pay tribute to the accomplishments of this Kent County team from Milford. He noted part of the district he represents includes Milford and its surrounding area but he also has a connection because he teaches at Polytech High School where two of the players are students.

He stated that his tribute mirrors what Mayor Shupe and the City of Milford have described and speaks to the team’s tremendous accomplishments.

He presented the tribute to a Milford Little League representative to be added to the league’s archival records.

CALL TO ORDER

Mayor Shupe then called the Council Meeting to order at 7:14 p.m.

Councilman Starling was absent due to another obligation.

INVOCATION AND PLEDGE

The Pledge of Allegiance followed the invocation given by Councilwoman Wilson.

NEW BUSINESS

Mayor Shupe adjusted the order of business so that the school district items could be discussed at this time.

Milford School District/Referendum Update/Superintendent Phyllis Kohel

The mayor announced that Milford School District is considering a new plan of action to address their facility needs and funding possibilities. Dr. Phyllis Kohel is here to discuss these options and proposed plans.

Dr. Kohel then acknowledged School Board President Marvin Schelhouse who was also in attendance,

She explained that she wanted to inform council of a couple options being considered prior to officially publicizing and going out into the community. She recalled that last March, the referendum to build a new middle school on its current site failed. The original proposal included demolition of the old school and rebuilding on the same site as a savings measure. She acknowledged a number of reasons that occurred emphasizing that the bottom line is they need another building.

Dr. Kohel explained that since that time, they have considered another operations referendum as a result of some major cuts that were done; she felt that some were good cuts but some cut deeply which they are very concerned about. At this point, they have done everything possible to lower costs and needed to readdress the operations issue.

While these issues were being reviewed, there was a substantial increase in enrollment and they must also now consider what is best for the community in the long range. She said they do not want to have a referendum for a middle school and then come back and ask for another elementary school the next year even though that is where the district is headed.

Dr. Kohel explained that in one month, the enrollment in Milford School District increased 149 students. On June 6, 2014, the last day for students, there were 4,114 students in the district; today, there are 4,260 students, or an increase of 146 students. Many of those students are in the elementary schools and middle school which are the schools that have incurred the brunt of the growth.

The superintendent explained that the State of Delaware sets a capacity for each school. Capacity at Ross Elementary is 650 students; currently that building houses 639 students. One option is to restructure the district and reset the boundary lines which many parents object to because their children would be moved from one building to another.

The second building experiencing a substantial population increase is the Milford Central Academy. It was built with a capacity of 1,000 students; today, there are 1,046 students at the academy. Four modules have been added to accommodate the number of students that attend the school. If it becomes necessary, plans are in place to move several classes into the high school. The academy principal does not want to do that even though there may be no other choice if enrollment continues to increase.

Dr. Kohel said that Milford School District has not had the big immigration hit that many of the Sussex County schools have had. Because Milford starts the school year early, it is common to receive several new enrollees the day after labor day. As a result, they anticipate their population will continue to grow.

For long range purposes, she explained the district wants to restructure to make room in their elementary and middle schools, in addition to the high school.

She announced that two options are being considered.

Option one is to go back out for an operations and building (middle school) referendum. If that is the choice, land will need to be purchased. The intent is to build a 1,500 student middle school to prevent having to build another school ten to twenty years down the road. Financially, they will have to continue to maintain the property where the old middle school currently sits though they hope to work that out at some point in the near future.

They believe a better plan would be to build a new high school. They were approached by the land owner from the Sunnybrae property which consists of 90 acres whose land is contiguous to the current high school complex. If that land were purchased and a 1,300 student high school was built, they could then move the fifth grade out of the elementary schools, add a 5th-6th grade wing to the current academy building and a 7th-8th grade wing at the current high school. A new 1,300 student high school would then be built directly across from the campus/football stadium.

Dr. Kohel explained that will not only allow the district to plan for the future, but restructure the district which would allow additional room in the elementary schools, allow plenty of room at Milford Central Academy for 5th and 6th graders and provide adequate room for 7th and 8th grades at the high school. It would also allow overcapacity for grades 9 thru 12.

She noted the district would also save money because the high school could continue to use the current football and other athletic fields adjacent to this land. The funds that would have been used for a new stadium could then go directly into the school and allow some new STEM programs they have wanted for the past several years but have not had the capacity.

Dr. Kohel said their intent was to inform council of their plans and what they believe would be the best move for the community and the district. She said many people in the community say the high school is the focal point of the community. She cannot confirm whether that is true or not. However, Dr. Kohel did say that a strong high school with capacity to grow

and the ability to offer more programs in addition to more vocational type programs will hopefully keep Milford students here instead of choosing tech schools.

She emphasized this will be a benefit to the community and believes will draw more people to this community. She is convinced this would be a win/win benefit for the community, district and city as a whole.

Dr. Kohel wants to hold some community meetings to hear the residents' opinions but felt it was very important that council hear this directly from her. She encouraged council to call her anytime particularly if they have questions, concerns or ideas about the district.

Board President Marvin Schelhouse then addressed council stressing how important it is for the next referendum to be approved. He explained that even after a referendum is approved, it will take three years before the building is up and running. He referenced Dr. Kohel's comments regarding the overcrowding at Ross and Central Academy. The 6th and 7th grades were moved to the academy along with the 8th graders. He reminded council that it was built in 2010 to house two grades.

He said this is an urgent matter and reiterated they will be going out into the community to present their plans which he feels is a very good plan.

President Schelhouse stated that the last high school built in Milford was in 1929 which is the vacant middle school on Lakeview Avenue. The current high school was built in 1963 as a junior high school.

President Schelhouse concluded by stating we are way behind the times and expressed the urgency for a new high school which will hopefully help keep Milford students here.

Councilman Mergner suggested that Dr. Kohel continue to voice, communicate and educate the residents in the greater Milford area and especially the parents. He expressed the importance of getting the right information out and the urgency for the referendum.

Councilman Gleysteen asked if the plan is to present a referendum for an operating budget; Dr. Kohel explained it would be a combined referendum which would include both the operating budget and building proposal.

Mr. Gleysteen said he was informed the school district had more than a \$10 million surplus and next year, that money will be entirely depleted and asked how that occurred.

Dr. Kohel explained that is not quite accurate noting that the district never had a \$10 million surplus. However, four years ago, they had \$6.8 million in reserves. She then reviewed the state cuts that have occurred the past few years for Mr. Gleysteen. Dr. Kohel explained that in 2011, the State of Delaware cut \$58 million from their educational budget; Milford School District's portion was approximately \$3.5 million. The district also lost 10% in division two costs, 9% in division two energy costs and 39% in the professional development.

On top of the \$3.5 million, they lost an additional \$3 million from state and federal cuts.

Dr. Kohel also recalled that in 2011, the district was only able to continue offering several programs by paying for them with reserve funds. The first year, approximately \$1.3 million was needed to meet their budget. Each year since, with energy, fuel and other costs increasing, they have increased the amount of money needed from local funding. Last year, \$1.8 million was needed to meet the budget and prevent cutting educational programs. Two secretaries, a custodian and one administrative position were eliminated in an attempt to make the reserves last longer.

If an operations referendum does not pass in two years, the school will not be able to make their payroll by year three.

Mr. Pikus then referenced the vacant middle school adding that many people did not want that building demolished. He said he knows the amount needed to rehab it will cost more than a new building.

Dr. Kohel agreed noting that she recently received a quote of \$34 million to renovate the middle school building.

Mr. Pikus asked what will happen to the middle school land if a new school is built on the Sunnybrae property; Dr. Kohel said there is a process outlined by the State of Delaware. The first requirement is to offer it to other state agencies. However, that was done the first time they were considering a referendum and no other state agencies were interested. The next step would be to offer it to the City of Milford. The city could then continue using the land which includes the walking track and athletic fields that are used by the public on a regular basis.

Dr. Kohel emphasized that something will have to be done because the district cannot afford to continue maintaining and operating the building. The cost was \$120,000 this year with no students in the building.

Unfortunately, she is unable to give a solid answer because they have not gotten to that point. The first step will be to pass the referendum and then they will work with the community and hopefully come up with an amenable solution for the property.

The superintendent confirmed the cost to demolish the building was \$1.89 million which included the asbestos abatement.

Mayor Shupe thanked Dr. Kohel for taking the time to come before council and for keeping them in the loop. From his perspective he applauds her and the school board for trying to find a solution to the overcrowding solution. It is an ongoing problem and understands the urgency. He also agrees that schools are one of the things that people consider when looking at a community. He asked Dr. Kohel to contact the city if they can be of help in the matter.

Milford School District School Resource Officer/Expenditure Reimbursement/Dr. Phyllis Kohel

Mayor Shupe then recalled when Board Member and President (at the time) Pat Emory and Dr. Kohel came to council a couple years ago and asked that three additional police officers be placed in the various schools in the district for which they would cover the costs of those three officers. That cost included salary, benefits, uniforms and other miscellaneous expenses. An agreement was signed and after the hiring process was completed, the school asked, and the police department agreed to reduce the number of officers to two. As a result, Dr. Kohel has requested reimbursement of the cost of one officer, minus any expenses associated with hiring and training of the third officer. The agreement allows modification after the request is submitted in writing.

A motion was made and carried, but did not include the payroll and benefit numbers. Chief Hudson then provided the updated numbers, after which Mr. Pikus moved to amend the previous motion and reimburse Milford School District \$90,641.36 (minus \$7588.67 for training and uniforms and \$1769.97 for payroll and benefits). Mr. Gleysteen seconded the motion. Motion carried.

Dr. Kohel said she is willing to work with the city and if it is easier, the city can keep the reimbursement and the school will pay the difference between what is owed for the two SRO officers and the credit for the third officer. She said she appreciates the police department and city working with the school district in this matter.

COMMUNICATIONS

No Smoking Policy/City Parks/Councilman Pikus

Mr. Pikus reported that numerous downtown Milford businesses have asked to mirror what several other municipalities have done and make the city parks smoke free. He said this is the result of children using our parks in addition to the farmer's market where smoking is permitted.

Mayor Shupe said he will place this under the Community Affairs Committee which consists of Mr. Starling, Mr. Mergner and himself. They can report back to council at the next meeting.

Mr. Brooks recalled a no-smoking policy approved by council years ago. Mr. Pikus believes that only applied to the indoor areas.

UNFINISHED BUSINESS

Bid Award/DBF/Washington Street Water Treatment Facility Raw Water Main Replacement Project

Mayor Shupe reported the bid was properly advertised and bids received on July 31, 2014. Three companies bid on the two options. Bids ranged from \$412,412.00 to \$648,502.77.

The Drinking Water State Revolving Fund (DWSRF) program through the Department of Public Health, has reviewed and accepted the supplemental information provided by the low bidder and verified compliance with the Disadvantaged Business Enterprise (DBE) requirements of the program. The low bidder's registration and active status in the System for Award Management was also confirmed.

Following a complete review by the city's engineering office, their recommendation is to award the bid to Teal Construction, Incorporated in the amount of \$412,412.00 which includes Option 2 for the Raw Water Main from the Proposed Well.

The city manager confirmed this will be paid from the funds approved through the referendum process in 2008 which included a new treatment plant and other water improvements.

Erik Retzlaff of Davis, Bowen and Friedel was present and explained the project is two parts. One portion is for the new water main from the new well to the tank site and the other is for upgrades to the water tower site. There are two options associated with the tank site to the new well. One option is to directional drill the pipe without disturbing the street. The other option is to open the street up. In this case, it was less expensive to open the street up. Therefore, Option 2, in the amount of \$412,412, is recommended.

Mr. Brooks moved to award the bid to Teal Construction, Inc. in the amount of \$412,412 which includes option 2 for the Raw Water Main from the Proposed Well, seconded by Mr. Pikus. Motion carried.

FY 2014-2015 Budget Adjustment/Water Reserves/Tenth Street Standby Power System Replacement Project

Mr. Carmean advised that this year's budget included a new on-site generator at the Tenth Street Pumping Facility. The bids came in higher than the budgeted amount. The actual bid will be paid out of the budget.

Mr. Retzlaff explained that a year ago, capital in the amount of \$130,000 was budgeted for this project. That included \$110,000 for the construction work and \$20,000 in engineering costs. The construction costs came in at \$119,950. As a result, an additional \$10,000 is needed to award the bid for the generator replacement.

It was confirmed the \$10,000 will have to be paid from the water reserves.

Mr. Pikus moved to approve the transfer of \$10,000 from water reserves to award the bid which follows, seconded by Mr. Brooks. Motion carried.

Bid Award/DBF/Tenth Street Standby Power System Replacement Project

Mayor Shupe advised the bid was properly advertised and bids received on August 5, 2014. Two bids were received. The low bid was \$117,500 and highest bid was \$126,750.

Mr. Carmean said his recommendation is to accept the Bilbrough Electric bid in the amount of \$117,500.

Mr. Retzlaff advised that two additional bid items, #4 and #5, to remove the old generator and access platform were added which brings the total to \$119,950.

Mr. Carmean confirmed this item was budgeted.

Mr. Gleysteen moved to award the Tenth Street standby Power System Replacement Project, with #4 and #5 bid items, to Bilbrough's Electric, Incorporated for a total of \$119,950. Mr. Brooks seconded motion. Motion carried.

USDA \$2 Million Loan/Referendum Issue/Water Projects

The city manager recalled directing Mr. Retzlaff to prepare a presentation. After discussing the matter, it was agreed to wait until we receive a response from the USDA.

Mr. Retzlaff updated council by confirming the application was submitted to the USDA.

Mr. Pikus moved to postpone action on this matter, seconded by Mr. Gleysteen. Motion carried.

NEW BUSINESS (continued)

Tax Bill Issue & Due Date Extension

City Manager Carmean is recommending the due date on property taxes be extended from September 30, 2014 to October 31, 2014.

He recalled this past May, the city assessors began to assess properties according to current market values to prevent a large citywide reassessment in 2022. When a number of property values increased as a result, council voted to stop that process and that those values revert back to their 2012 values. Because all new values were added to the city's software, those values had to be removed. That has caused a substantial problem with the software program which staff has been working on for several days. The old information is now being added manually which has postponed the bills being prepared and mailed.

Ms. Wilson moved to extend the property tax due date deadline to October 31, 2014, seconded by Mr. Morrow. Motion carried.

ADJOURN

Mayor Shupe adjourned the Council Meeting at 7:45 p.m.

Respectfully submitted,

Terri K. Hudson, MMC
City Clerk/Recorder

MILFORD CITY COUNCIL
MINUTES OF MEETING
August 25, 2014

The City Council of the City of Milford met in Workshop Session on Monday, August 25, 2014 in the Joseph Ronnie Rogers Council Chambers of Milford City Hall, 201 South Walnut Street, Milford, Delaware.

PRESIDING: Mayor Bryan Shupe

IN ATTENDANCE: Councilpersons Christopher Mergner, Garrett Grier III, S. Allen Pikus, Dirk Gleysteen, Owen Brooks, Jr., Douglas Morrow, Sr. and Katrina Wilson

City Manager Richard Carmean, Police Chief Keith Hudson and City Clerk/
Recorder Terri Hudson

COUNSEL: City Solicitor David Rutt, Esquire

The Workshop Session convened at 7:45 p.m.

*Greater Kent Committee/Kent County Regional Sports Complex/Executive Director Shelly Cecchett/
Past President Bill Strickland/Committee Member Gregg Moore/Kent County Commissioner Erik Buckson*

Bill Strickland explained his intent is to give council an update on where the proposed Kent County Regional Sports Complex project stands.

He presented a rendering of the final concept plan that will be located in south Frederica across from Meding and Son Seafood. The plan includes thirteen lighted, rectangular fields with artificial surfaces. The thirteenth field would be field hockey specific designed in partnership with the US Field Hockey Association.

Mr. Strickland advised that rectangular fields predominantly involve soccer, lacrosse, field hockey and on a limited basis, football.

When compared to other similar ventures, this project is unique because all fields are on the same site. Tournament play is typically disjointed with games being played throughout the area at different sites (schools, colleges, recreation areas, etc.). Putting all fields on the same site is a competitive advantage for this venue to host regional and national tournaments.

He recalled their committee coming before council almost three years ago when they presented this concept and discussed the benefits to Central Delaware. He said when this project was first started, the previous Dover mayor stated he did not like the project because it was not in Dover. He respects that opinion but pointed out the bottom line this is a Kent County project that will be located in Central Delaware.

Mr. Strickland indicated he is tired of seeing money making its way north and not being retained here in Central Delaware. This sports complex will benefit businesses in Dover, Harrington and Milford.

This project was studied by three different firms who have determined that \$18 million in direct economic impact will come through the central part of the state if this facility is built. Out of state residents will be filling up hotels, restaurants, shops and stores. According to Mr. Strickland, this will become an economic engine driver for central Delaware.

The Delaware Union (former Central Delaware Soccer Association) will be an anchor tenant. They will bring 4,000 kids participating in organized soccer play. He explained that an anchor tenant brings a direct revenue stream because there is a participation fee that goes with playing. They have no venue currently that will allow them to incorporate the southern part of Kent County and northern part of Kent County.

The second thing it brings is the greatest of sales people who will be traveling up and down the east coast and throughout the Mid Atlantic area as they participate in travel-sports tournaments.

Reviewing what has already been accomplished, he said the bylaws and articles of incorporation are in place. They have obtained their 501(c)(3) status and the land lease has been executed with Kent County Levy Court.

Mr. Strickland reported that Levy Court is leasing the property for \$1 a year for ninety-nine years which gives this site a unique competitive advantage. The land lease will allow this organization to enter into long term relationships with their business partners.

The Kent County Regional Sports Complex Board of Directors has been established and a master plan completed in conjunction with consultants CHA Sports. The coordination with US Field Hockey Association is the result of the thirteenth field that has a field hockey specific component.

Mr. Strickland said the funding for the \$24 million project will be through a \$15 million commercial loan, \$5 million from USDA, \$3.2 million from the Delaware Infrastructure Fund and \$978,000 from the bond bill.

He noted that a less expensive venue could have been built but the goal is to compete for tournaments. Artificial surfaces are a must to be competitive and nothing is more frustrating than to travel and be rained out because the grass surface isn't playable.

Lights are needed because there is a need to capture as much of the economic opportunity for as many months out of the calendar year as possible.

Three different banking institutions have confirmed they will provide financing for the \$15 million.

Their business plan is a public/private partnership. The Kent County Regional Sports Complex Corporation is the owner and the operating structure mirrors that of the Delaware Stadium Corporation which is the operating entity of Frawley Stadium (Wilmington Blue Rocks). CHA established the day-to-day management and operation plan which is based on the Germantown, Maryland Soccer Plex.

Partners include Highwater Management who is a food service management corporation, Philadelphia Union, Delaware Union, USA Field Hockey and the United States Lacrosse Association.

Gregg Moore of Becker Morgan Group and a member of the Greater Kent Committee, then referenced a DelDOT design of the South Frederica Exchange. He said it was designed to correct safety issues, keep free flow traffic on Route 1 to the beaches and allow traffic to safely bypass and go to the beaches. They were also designed to allow locals to cross over the roadway without accident potential. This would be similar to the interchange north of Frederica and approximately five others.

According to Mr. Moore, the project was located at this site to allow safe passage into the facility. Three feasibility studies were done and each indicated it was important to have the interchange for traffic safety reasons.

Mr. Moore explained that there was a rumor this interchange was being developed for the sports complex project. He stated it was actually developed in the 1990's and was proceeding though it was not related to this project. It was part of the Corridor Preservation Program whose intent was to ensure direct access, high speed access throughout the State of Delaware.

The Corridor Preservation Program also limited direct access to Route 1 for new projects. An example is the Hampton Inn north of Milford who was prohibited from getting direct access to Route 1 and instead was required to use a side road.

DelDOT's rules stated that no direct access is permitted for larger facilities and because of the size of the sports complex facility, is one of the reasons the interchange is so important to this project.

Mr. Moore noted that Kent County Levy Court actually referenced the need for the interchange in the \$1 lease and made that a contingency of the lease. In addition, a requirement of the financing contains a contingency that the interchange must be in place for access into the facility in order for it to be a viable facility.

In the meantime, DelDOT changed the priority of the various interchanges and projects statewide. He said that this project, along with several others, were put on hold.

The Greater Kent Committee wants to see the Kent County projects be built. They are tired of seeing projects built in New Castle and feel there is an urgency for these interchanges to be built in Kent County. As a result, they are pushing for all the interchanges to be built in Kent County.

Mr. Strickland believes there is a misunderstanding about the construction of the Northeast Front Street overpass which is very important to the residents of Woodshaven. He explained that Kent County is outgunned in Legislative Hall and believes the only way this can be done is to work collectively.

Mr. Strickland feels this is only going to happen as a direct result of everyone working together. He said they support the Northeast Front Street overpass, as they do the Thompsonville and Little Heaven overpasses and projects that were included as part of the Corridor Preservation Act.

He said they are asking council to simply advocate on behalf of this economic project that will benefit Milford, Dover, Harrington and other communities in Kent County. Mr. Strickland believes the window of opportunity will be lost if they do not act quickly. He said if we do not capitalize on this sports tourism/travel, it will be too late.

Mr. Strickland asked that city council let the elected officials in the general assembly know how important this economic project is to Kent County. He also asked council to support the Kent County elected officials. He then spoke about how important it is for Kent County administrators, Levy Court and state and county elected officials to rally together and work collectively and not only work to advance the Frederica overpass, but the sports complex.

Mr. Brooks informed Mr. Strickland that his concern is the need for all three overpasses. He agrees that South Frederica, Thompsonville and Front Street all need to be done. But in his opinion, the Woodshaven residents need to be able to access Route 1. There is additional problems as a result of the high school traffic and future traffic. On weekends, DelDOT turns on the Thompsonville intersection light which causes a backup on Route 1 and continues south of Milford. He feels there is a greater need for the Front Street and Thompsonville overpasses.

Mr. Strickland agrees everyone needs to work collectively on all projects to prevent one from fighting another which will only play into the hands of people who do not want to see any of this to happen.

Mr. Brooks also pointed out that a large church and school are being built east of Route 1 and the traffic from that project will only add to the severity of the traffic problems that currently exist on Route 1 in Milford. That traffic will be directed toward the Thompsonville intersection which is going to cause an even greater backup on weekends.

Mr. Pikus asked the ranking of the Front Street, Thompsonville and the Frederica overpass; Mr. Moore advised the South Frederica overpass, originally ranked to be bid in 2013, has fallen to 98 and has been as low as 129. His understanding is the Front Street overpass ranks in the 70's. He said there is a Council on Transportation (COT) meeting tomorrow to review the new prioritization list and that information will be released at that time.

Mr. Moore expects these two projects will be in the lower tier.

Mr. Pikus said he and Mayor Shupe discussed this matter today. They support the construction of the sports complex. The problem in Milford is the number of serious injuries and fatal accidents on Route 1. This is a safety factor and his priority is the Route 14/Front Street overpass.

He likes the idea of the sports complex but would love to see it in Milford. He noted the hundreds of acres available though none would be free.

Mr. Pikus feels that asking our legislators to do all three overpasses at one time is simply not going to happen noting there is very little money in the highway transportation fund. As a result, city council must consider priorities in relation to the

safety of this community. He reiterated Councilman Brooks' comments regarding the problem on Route 1 in Milford. He asked where the money will come from to build all three overpasses at one time.

Mr. Strickland emphasized the only way to fight this is to work collectively. He said when you start pitting one overpass against the other, no one wins. The emphasis tonight is to work together.

Mr. Pikus pointed out the number of Woodshaven residents who are in attendance. This is a big concern to them but if you talk with our local legislators or senators from New Castle County and tell them we want all three overpasses done at the same time, they will laugh. He wishes that could happen but it is not reasonable. He recognized Senator Simpson who was in attendance who he feels will agree the money is not there and all three cannot be done at the same time.

Mr. Pikus noted that the South Frederica overpass will cost \$24 million and all three will be close to \$100 million.

Mr. Moore then noted that almost \$6 million has been spent on the South Frederica bypass with design and right-of-way procurement, etc. Because that money has been spent in Kent County, he feels the job needs to be completed.

Mr. Brooks recalled several years ago before Grottos and Royal Farms were built, Commissioner Buckson came before council and reported the Route 1/Tenth Street intersection is rated as 'barely passing'. In his opinion, the Tenth Street intersection needs to be addressed adding there have been a number of serious injury accidents there and one Milford High School student was killed as she crossed at that location.

He noted that the school is considering a new high school off Tenth Street which will add even more traffic. He feels school traffic is a priority and needs to be considered before anything else.

Ms. Wilson confirmed the Central Delaware Chamber of Commerce is very supportive of this project. Mr. Strickland noted that their Director Judy Diogo is in attendance and has worked with them from the beginning. Also, State of Delaware Economic Development Secretary Alan Levin is also on board. He noted that \$3.2 million has been allocated from the State of Delaware Infrastructure Fund through the Bill Bond Committee.

Ms. Wilson asked how they have supported the project; Mr. Strickland said they have been very vocal and the Kent County delegation in the general assembly has also been very supportive.

Ms. Wilson confirmed that Mr. Strickland is asking council to support the complex through the submission of a letter and to encourage the state to move forward with approving the overpass. Mr. Strickland stated yes, he feels this is an opportunity for Milford to get a shot of economic boost in addition to the other communities. His concern is the window of opportunity is beginning to close if they don't act quickly.

Ms. Wilson feels that supporting this project does not mean that city council does not support the overpasses in Milford and emphasized the need for those projects. She said that also means the city will continue to lobby for the Route 1 and Thompsonville overpasses in Milford adding that it sounds as though they are a higher priority on DelDOT's list versus the Frederica project.

She understands the need to work together to get this accomplished. Ms. Wilson agrees with that theory stating that together, our voice will be louder.

Mr. Strickland thanked Ms. Wilson stating that there is no one on the Greater Kent Committee who takes exception to any project for the betterment of Kent County whether it is from a public safety or economic development perspective. Their job is to advocate on behalf of Central Delaware-Kent County in its entirety. He said they changed their name a year plus ago, from the Greater Dover Committee to the Greater Kent Committee because of that.

Kent County Commissioner Eric Buckson then thanked Mayor Shupe for allowing him to be here. He explained that years ago, this started as a very positive and exciting project. At that time, there was never any expectation there would be competition. He said then it began to change with the state and suddenly they were somewhat having to compete for the funding of these projects.

After speaking with some council members at a recent function and getting a sense they were talking about two different things, he felt there was a need to have a workshop and encourage people to attend and present the correct information.

The commissioner said his goal tonight is twofold. Number one is whether the project has merit which is a separate issue from the overpass. He hopes council will agree there is a merit and this is something exciting that can actually work. He hopes the information provided today will convince city council this can and will work.

He said the second goal is reality. Commissioner Buckson recalled speaking to city council back in 2009 or 2010 at which time he was very clear and said that we have to play the hand though it will not be fair. He feels this needs to move forward and not continue as a futuristic plan. He pointed out that it is 2014 and we are still talking about the same thing.

Commissioner Buckson is not here to tell anyone to walk away from Milford's overpass noting that he still has the accident stats he was given a year ago. He does not forget the fact that he represents Woodshaven as well as the other residents in his district. But he believes we can win this fight. He believes we can gain momentum with the strength in this room to get the resources to build these overpasses. He understands it is big money but the money has never been more right to borrow than at this time.

Commissioner Buckson feels we need to this and stop talking about it. He is here because he knew the criticism would be here and is willing to stay and talk to anyone. If that is not possible, he offered to attend the next Woodshaven meeting.

Mr. Pikus reiterated that this is all based on the dollars needed to build the three overpasses. He said this is not money the banks will loan or an investor will come in and donate. This involves the State of Delaware and the federal government. Overpasses are built with 80/20 money (federal/state) and it comes down to getting the money to build all three which is not going to happen at one time.

He reiterated that he loves the sports complex idea and believes that council will support that project. However, his first obligation is here and he does not want to distract from the safety in the City of Milford. Their job as council is to consider the residents of Milford. If they support the Frederica overpass, council is saying they have no problem putting Milford last on the priority list. The new high school will add another 1,300 to 1,400 students to this Tenth/Front Street area and access is needed for those buses, cars and walkers.

Mr. Brooks recalled back in the 1970's when an overpass was planned for Tenth Street and that never happened either.

Mr. Pikus said we can send a letter stating the sports complex is a great idea, but we want to ensure that Milford remains high on the priority list for overpasses.

Commissioner Buckson recalled talking with Mr. Pikus about the numbers. He explained that the futuristic plans for the overpasses have been on the books for years and have been ignored. He concluded by saying that if this project does not pass and is not supported, that is not an excuse to sit down. DelDOT has ignored the Tenth Street, Thompsonville and Front Street projects though they continue to spend money in the other two counties.

With no further discussion, Mayor Shupe adjourned the Workshop Session at 8:30 p.m.

Respectfully submitted,

Terri K. Hudson, MMC
City Clerk/Recorder

Attachment: Kent County Regional Sports Complex Presentation

Greater Kent
COMMITTEE



KENT COUNTY REGIONAL SPORTS COMPLEX

Final Concept Site Plan





**\$18 Million
Minimum Economic
Impact
Annually**

We've Been Busy

- Delaware Union Signs as Anchor Tenant
- Bylaws and Articles Incorporated
- Obtained 501c3
- Land Lease Signed
- Establishing KCRSC Board of Directors
- Master plan completed
- Coordination with US Field Hockey Association
- Worked with CHA to update business plan and pro forma
- Established Financing



Financing Breakdown

Sources

Bank Financing	\$	15,000,000
USDA	\$	5,000,000
DE Jobs Infra. Fund	\$	3,200,000
Bond Bill 2014	\$	<u>978,269</u>
Total Sources	\$	24,178,269

Uses

Buildings	\$	1,478,000
Site work/Utilities	\$	1,700,000
Playing Fields	\$	8,832,300
Stadium	\$	2,404,800
Sport Lighting	\$	2,040,000
Parking Lots	\$	2,129,500
Fencing	\$	345,000
Contingency (10%)	\$	2,482,962
Soft Costs	\$	<u>2,765,707</u>
Total	\$	24,178,269

PRO FORMA



KENT COUNTY SPORTS COMPLEX

SUMMARY OPERATING CASH FLOW

	Annual Increase		1 2016	2 2017	3 2018	4 2019	5 2020	6 2021	7 2022	8 2023	9 2024
Revenues	2.5% Yr 4+	\$	1,908,138	2,311,684	2,870,160	2,941,914	3,015,462	3,090,848	3,168,120	3,247,323	3,328,50
Expenses	2.5% Yr 4+	\$	(1,098,932)	(1,200,877)	(1,331,123)	(1,364,401)	(1,398,511)	(1,433,474)	(1,469,311)	(1,506,044)	(1,543,69
NOI before Debt		\$	809,206	1,110,807	1,539,037	1,577,513	1,616,951	1,657,374	1,698,809	1,741,279	1,784,81
Debt Service: \$20 million Bonds		\$	(1,288,372)	(1,288,372)	(1,288,372)	(1,288,372)	(1,288,372)	(1,288,372)	(1,288,372)	(1,288,372)	(1,288,37
Net Surplus/(Deficit)		\$	(479,166)	(177,565)	250,665	289,141	328,579	369,002	410,437	452,907	496,43
Cumulative Surplus/(Deficit)		\$	(479,166)	(656,731)	(406,067)	(116,926)	211,653	580,655	991,092	1,443,998	1,940,43

GREATER KENT COMMITTEE / CHA SPORTS



- Public Private Partnership
- KCRSC Owner
- Operating structure mirrors



- **CHIA** established the day to day Management / Operations plan based on Maryland Soccer Plex

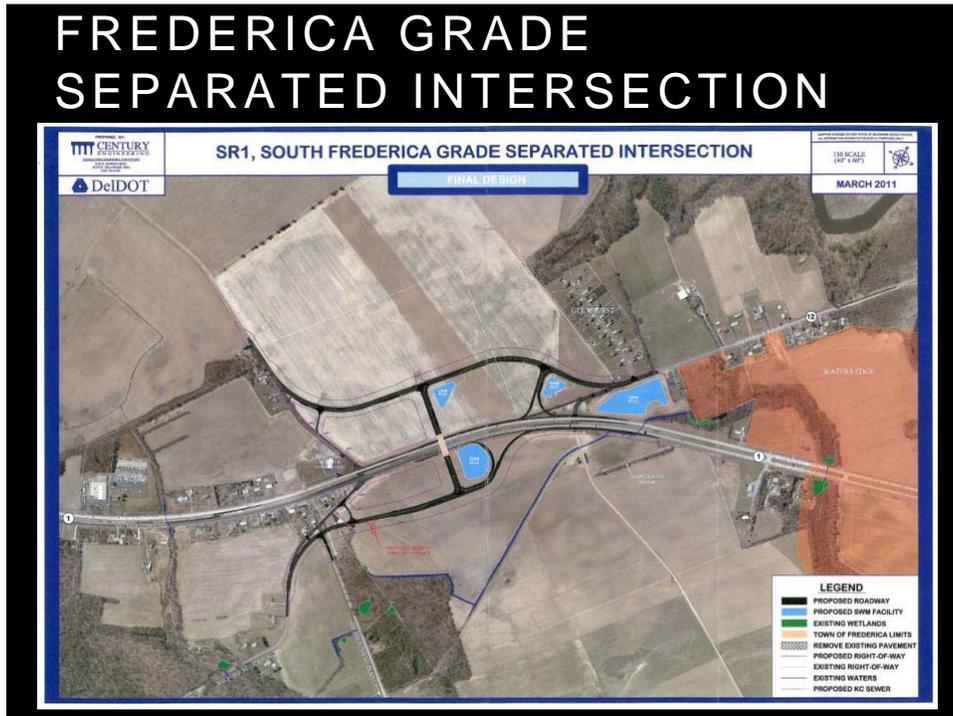


Business Plan

Sports Complex Partners



FREDERICA GRADE SEPARATED INTERSECTION



Why do we need the planned Interchange?

Stadium Design

BRAILS FORD & DUNLAVEY

SPORTS COMPLEX

WORKSHOP SUMMARY

BECKER MORGAN GROUP INC. / CHA SPORTS

Development Plan

Frederica, Delaware

The Goals Group

Sports Business Solutions

Why do we need the planned Interchange?



Corridor Capacity Preservation Program

What's being done to make sure existing roads can handle future economic growth?





Which Roadways are in the Program?

Voluntary Program
In 1992 the Delaware Department of Transportation (DelDOT) and the Federal Highway Administration, in cooperation with Kent and Sussex counties and law state agencies, began a voluntary program for about 31 miles of SR 1 from Dover Air Force Base south to Five Points.

Current Program
Because of the success of the voluntary program, in 1996 Section 145 of Title 17 of the Delaware Code was amended to establish the Corridor Capacity Preservation Program. This new law required that roadway corridor nominations be a part of the Statewide Long Range Transportation Plan, and that the public be given an opportunity to review and comment on roadway nominations.

The following corridors were accepted into the Program:

- SR48 (Hamaker Pike) in New Castle County from Hensley Road to Route 41
- US 13 from Route 10 in Camden, south to the Maryland state line
- US 133 from Millford, south to the Maryland State line; and
- SR 1 from Dover, south to Five Points.

Although the corridor preservation program for SR 1 had been in place for several years earlier, it was nominated for the current program to bring it into conformance with the corridor capacity preservation statute.

To date, only these four corridors have been designated under the Corridor Capacity Preservation Program. Updates to Delaware's Statewide Long Range Transportation Plan may identify other corridors for adoption.

The Corridor Capacity Preservation Program's success depends on cooperation and active participation by the public, and continued funding to support it. If you are contemplating a rezoning, subdivision approval, or entrance permit within a Program area, it is advantageous to meet early in the planning stages with DelDOT staff. They can assist in developing solutions to meet your needs and the objectives of the Program.

GROUND LEASE
BY AND BETWEEN
KENT COUNTY LEVY COURT
AND
KENT COUNTY REGIONAL SPORTS COMPLEX CORPORATION
FOR THE
KENT COUNTY REGIONAL SPORTS COMPLEX

A. The following events shall be deemed to be events of default by Lessee under this Ground Lease:

- (a) Lessee shall fail to pay when or before due any sum of money becoming due to be paid to Lessor hereunder.
- (b) Lessee shall not cure or diligently commence to cure within sixty (60) days after written notice thereof to Lessee.
- (c) Lessee's failure to commence construction of the Regional Sports Complex on the Demised Premises within twenty-four (24) months of the time that the Delaware Department of Transportation completes construction of the proposed overpass on Delaware Route 1 and provides access to the Regional Sports Complex.
- (d) Lessee shall not occupy the Demised Premises for a period exceeding one (1) year.

13. REMEDIES: Upon the occurrence of any of such events of default described in this Ground Lease on the part of Lessee, Lessor's remedies shall include (i) to bring an action for specific performance to compel Lessee to cure any such event of default, and/or (ii) to bring an action to collect amounts due from Lessee to Lessor hereunder. These remedies are in addition to all other remedies Lessor may have at law or in equity.

14. HOLDING OVER: If Lessee continues to occupy the Demised Premises after the last day of the Term, and Lessor elects to accept rent thereafter, a tenancy from month to month only shall be created, and not for any longer period.

15. CONDEMNATION: If the whole or any substantial part of the Demised Premises is taken or condemned by any competent authority for any public use or purpose during the Term of this Ground Lease, this Ground Lease shall terminate at Lessee's option. Lessee reserves unto itself the right to claim and prosecute its claim in all appropriate courts and agencies, for an award of damages for such taking based upon its leasehold interest and

Financing

Combination
State of Delaware
Infrastructure Fund Grant
USDA Grants and Loans
Commercial Loan



OTHER CONDITIONS:

1. Prior to funding, the Bank shall require that Delaware Department of Transportation begin construction of the proposed overpass project officially known as the "South Frederica Grade Separated" intersection.

Roadblock for sports complex?



Delaware State News/Jen Rini
Drew Doyce, director of planning for the Delaware Department of Transportation, explains the agency's new project prioritization process to Kent County Levy Court commissioners Eric Buckson, left, and Terry Pepper during a public hearing for the Fiscal Years 2015-2020 Capital Transportation Program. The process has turned down construction for the South Frederica overpass.

TAKE ACTION

- Call Governor Markell
- Send Letters & Emails
- Attend Meetings
- Support our Kent County Elected Officials



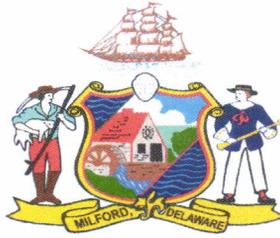
Kent County Regional Sports Complex

THANK YOU FOR
SUPPORTING THIS
ECONOMIC ENGINE
AND
JOB CREATOR
FOR DELAWARE

KENT COUNTY
SPORTS COMPLEX

1001

City of Milford



PROCLAMATION

2014-11

PROSTATE CANCER AWARENESS MONTH

WHEREAS, among men, prostate cancer is the most commonly diagnosed non-skin cancer and the second leading cause of cancer-related deaths; and

WHEREAS, each day, countless physicians and researchers devote themselves to treating patients and finding a cure; and

WHEREAS, educating the public about the risks and treatment of prostate cancer is one of the strongest tools they have to increase early detection and save lives; and

WHEREAS, with early detection and treatment, prostate cancer can be cured and many deaths can be avoided; and

WHEREAS, the 2014 observance of National Prostate Cancer Awareness Month provides a unique opportunity for citizens throughout the City of Milford and the nation to join together to raise public awareness of the symptoms, prevention, and treatment of prostate cancer.

NOW, THEREFORE, I, Bryan Shupe, by virtue of the authority vested in me as Mayor of the City of Milford, Delaware, do hereby proclaim the month of September as

PROSTATE CANCER AWARENESS MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Milford to be affixed this 8th day of September in the Year of our Lord Two Thousand and Fourteen.

Mayor Bryan Shupe

Attest: Teresa K. Hudson, City Clerk

Milford Police Department



E. Keith Hudson
Chief of Police



400 N.E. Front Street
Milford, Delaware 19963

TO: Mayor and Members of City Council

FROM: E. Keith Hudson, Chief of Police

DATE: September 8, 2014

RE: Activity Report/August 2014

Monthly Stats:

A total of 871 arrests were made by the Milford Police Department during August 2014. Of these arrests, 182 were for criminal offenses and 689 for traffic violations. Criminal offenses consisted of 41 felonies and 141 misdemeanors. Traffic violations consisted of 349 Special Duty Radar, 6 Drunk-Driving and 334 other charges.

Police officers investigated 47 accidents during the month (5 personal injury, and 42 property damage) and issued 140 written reprimands.

In addition, they responded to 1,280 various complaints including city requests and other agency assistance.

Monthly Activities:

Members of the department received training on a software application that is used to aid in police investigations involving social media.

All three school resource officer positions have been filled. The school district is grateful for the city's partnership and welcomed the two additional SRO's who will work with administrators and teachers to keep our schools safe.

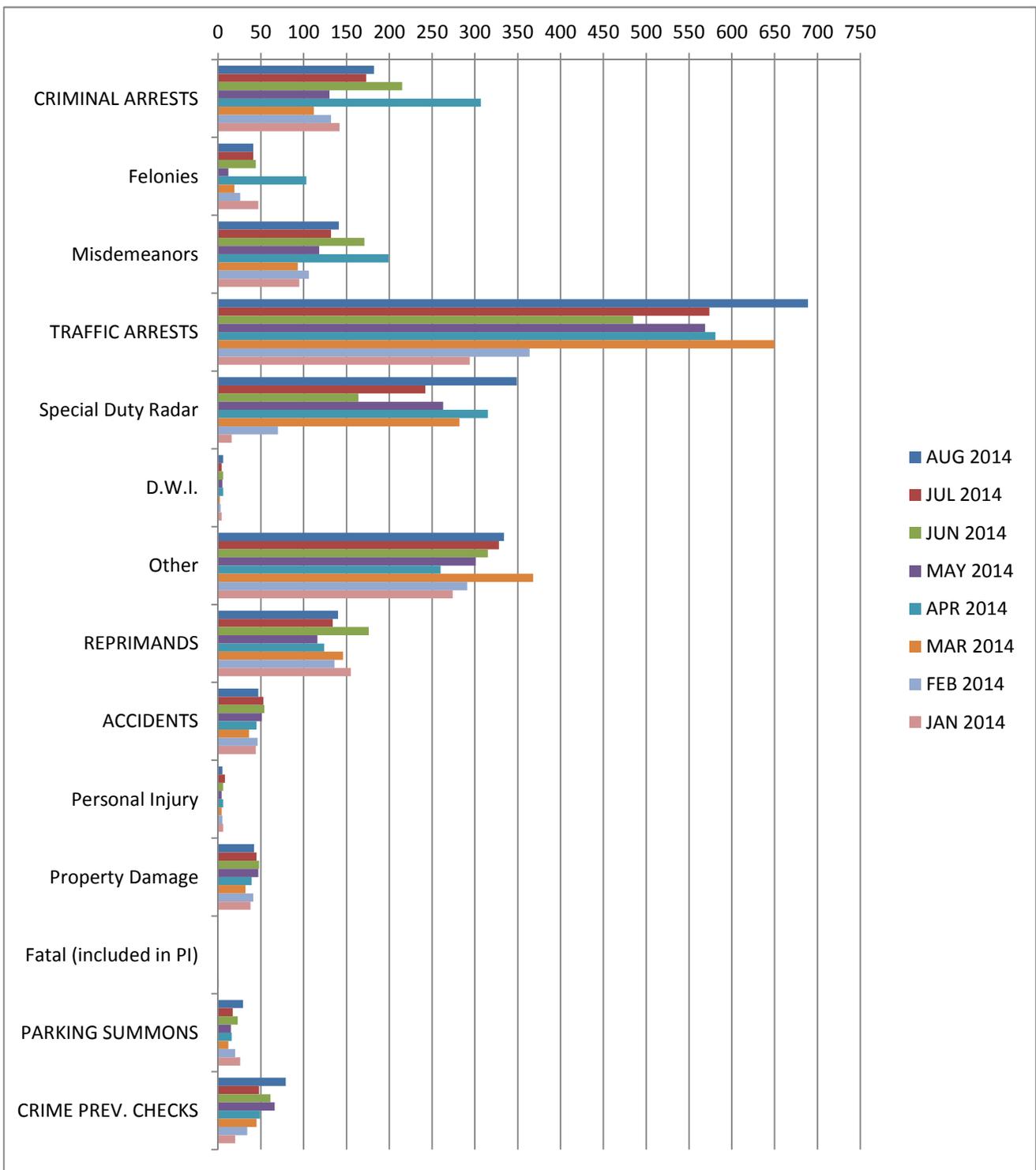
We have a recruit who will begin his training at the Delaware State Police Academy on Monday, September 8th.

The department held its National Night Out early in August. We believe we had the most people that have ever attended. We want to thank all of you who assisted and those that donated items for the event.

The promotion process is now complete. The department recently had a promotion ceremony at which time three officers were promoted to Patrolman First Class. After successfully completing the promotional process, four officers attained the rank of Corporal.

AUG 2014 ACTIVITY REPORT

	AUG 2014	TOTAL 2014	AUG 2013	TOTAL 2013
COMPLAINTS	1280	9657	1208	8665
CRIMINAL ARRESTS	182	1393	195	995
Felonies	41	333	45	215
Misdemeanors	141	1055	150	780
TRAFFIC ARRESTS	689	4206	412	2894
Special Duty Radar	349	1701	99	658
D.W.I.	6	36	2	23
Other	334	2471	311	2219
REPRIMANDS	140	1127	118	984
ACCIDENTS	47	376	45	403
Personal Injury	5	44	7	49
Property Damage	42	332	38	354
Fatal (included in PI)	0	1	0	0
PARKING SUMMONS	29	158	11	120
CRIME PREV. CHECKS	79	402	65	292
FINES RECEIVED	\$ 14,336.26	\$ 87,129.18	\$ 8,615.65	\$ 83,986.96



COUNCIL REPORT

September 8, 2014

ADMINISTRATION

The new city office building is progressing on schedule with a completion time of late October. It is my intention to furnish the building with new office furniture that is conducive to the space available, while keeping in mind the needs of the employees and public. The technology hardware has been ordered and the majority installed by our IT Manager Wes Banasan.

We are presently advertising for the position of a planner/economic development person. The deadline for applications is September 26, 2014. I believe that at the present level of growth, and planning and zoning needs, this person can be involved with economic development issues to some degree. It would be hard to justify a full-time position for either a planner or economic development director, but both positions are required to fulfill the mission of the City.

SEWER AND WATER

Well #15 (new tower site) is to be completed in the near future. The contractor for the tower is completing the shop drawings for the tower and will be starting the project in the next two months.

Our application for the sewer funding from USDA has been submitted and we have an informal approval for year 1. USDA will obligate the funding on September 15th and the actual projects to be completed with that funding will be discussed at our September 22nd workshop.

STREETS AND SOLID WASTE

We have completed the mill and overlays on NE 7th Street, Bridgham Avenue, and New Street. Lemuel Street is in the process of being milled and we discovered that the street had been constructed without the proper base. Once the additional funding is approved, Lemuel will be finished. Milling has begun in the side streets on N. Washington Street and the needed concrete work will be done soon. N. Washington Street will be started mid-October.

Our fall clean-up will the week of September 29th through October 23rd.



DELAWARE SOLID WASTE AUTHORITY

Richard P. Watson, P.E., BCEE
Chief Executive Officer

Robin M. Roddy, P.E., BCEE
Chief Operating Officer

Board of Directors

Richard V. Pryor
Chairman
Ronald G. McCabe
Vice Chairman
Theodore W. Ryan
Timothy P. Sheldon
Tonda L. Parks
Gerard L. Esposito
Gregory V. Moore, P.E.

August 8, 2014

Richard Carmean
City of Milford
P.O. Box 159
Milford, DE 19963

Dear Richard:

Enclosed please find the City of Milford's numbers for the month of July 2014.

July 2014
Weight in Pounds

MARSHALL STREET

SINGLE-STREAM TOTAL	OIL GALLONS
26,904	425

MILFORD COMMONS

16,556	
--------	--

Sincerely,

Rich Von Stetten
Sr. Manager of Statewide Recycling

C:\RVSRD correspondence\cityofmilford.doc
Christie Murphy
Attachments: City of Milford Curbside Totals

1128 S. Bradford Street, P.O. Box 455, Dover, Delaware 19903-0455
Phone: (302) 739-5361 Fax: (302) 739-4287

CITIZENS' RESPONSE LINE: 1-800-404-7080 www.dswa.com

Printed on Recycled Paper

**CITY OF MILFORD
JULY 2014**

Date Out	Trans Num	MT Label	DT Label	Bill Acct Name	Net TN
7/3/2014	777582	7100-RC Single Strea	7000-Recommunity	City of Milford	5.76
7/3/2014	777586	7100-RC Single Strea	7000-Recommunity	City of Milford	4.1
7/7/2014	777881	7100-RC Single Strea	7000-Recommunity	City of Milford	2.65
7/7/2014	777883	7100-RC Single Strea	7000-Recommunity	City of Milford	2.61
7/7/2014	777885	7100-RC Single Strea	7000-Recommunity	City of Milford	1.59
7/7/2014	777889	7100-RC Single Strea	7000-Recommunity	City of Milford	0.56
7/10/2014	778354	7100-RC Single Strea	7000-Recommunity	City of Milford	3.62
7/10/2014	778358	7100-RC Single Strea	7000-Recommunity	City of Milford	4.73
7/17/2014	779135	7100-RC Single Strea	7000-Recommunity	City of Milford	4.7
7/17/2014	779160	7100-RC Single Strea	7000-Recommunity	City of Milford	5.98
7/18/2014	779231	7100-RC Single Strea	7000-Recommunity	City of Milford	3.35
7/18/2014	779232	7100-RC Single Strea	7000-Recommunity	City of Milford	3.03
7/24/2014	780011	7100-RC Single Strea	7000-Recommunity	City of Milford	3.74
7/24/2014	780013	7100-RC Single Strea	7000-Recommunity	City of Milford	4.89
7/31/2014	780837	7100-RC Single Strea	7000-Recommunity	City of Milford	5.56
7/31/2014	780854	7100-RC Single Strea	7000-Recommunity	City of Milford	5.93
				TOTAL	62.8

CABLE FRANCHISE AGREEMENT
BETWEEN
CITY OF MILFORD, DELAWARE
AND
COMCAST OF DELMARVA, LLC

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FRANCHISE AGREEMENT

This Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between the City of Milford, Delaware (hereinafter, "City" or "Franchising Authority") and Comcast of Delmarva, LLC (hereinafter, "Franchisee").

The City having determined that the financial, legal, and technical ability of the Franchisee is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Franchisee for the construction, operation, and maintenance of a Cable System on the terms and conditions set forth herein.

SECTION 1 - Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 - 631 (the "Cable Act"), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words used to refer to the masculine include the feminine, and words in the plural number include the singular number. The word "shall" is mandatory and "may" is permissive. Words not defined in the Cable Act or herein shall be given their common and ordinary meaning.

1.1. "Cable Service" or "Service" shall mean the one-way transmission to Subscribers of Video Programming or other Programming service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other Programming service.

1.2. "Cable System" shall mean a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Franchise Area, and as further defined under Section 602 (7) of the Cable Act.

1.3. "City" shall mean Comcast of Delmarva, LLC.

1.4. "Customer" or "Subscriber" shall mean a Person or user of the Cable System who lawfully receives Cable Service therefrom with the Franchisee's express permission.

1.5. "Effective Date" shall mean _____ 2014.

1.6. "FCC" shall mean the Federal Communications Commission, or successor governmental entity thereto.

1.7. "Franchise" shall mean the initial authorization, or renewal thereof, issued by the Franchising Authority, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction and operation of the Cable System.

1.8. "Franchise Agreement" or "Agreement" shall mean this Agreement and any amendments or modifications hereto.

1.9. "Franchise Area" shall mean the present legal boundaries of the City of Milford, as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means during the term of the Franchise, as per the requirements set forth in Section 13.12 of this Agreement.

1.10. "Franchising Authority" shall mean the City of Milford or the lawful successor, transferee, designee, or assignee thereof.

1.11. "Franchisee" shall mean Comcast of Delmarva, LLC.

1.12. "Gross Revenue" shall mean revenue derived by the Franchisee from the operation of the Cable System in the Franchise Area to provide Cable Service, calculated in accordance with generally accepted accounting principles ("GAAP"). Gross Revenue includes monthly basic cable, premium and pay-per-view video fees, installation fees and subscriber equipment rental fees. Gross Revenue shall not include program launch support payments, revenue from advertising and home shopping, refundable deposits, late fees, investment income, nor any taxes, franchise fees, or other fees or assessments imposed or assessed by any governmental authority. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with generally accepted accounting principles, provided however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in the Gross Annual Revenues in the period so collected.

1.13. "Person" shall mean any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Franchising Authority.

1.14. "Public Buildings" shall mean those buildings owned or leased by the Franchising Authority for municipal government administrative purposes, and shall not include buildings owned by Franchising Authority but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

1.15. "Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle, park or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or easements dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Franchise Area, which shall entitle the Franchisee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Franchise Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Franchisee to the use thereof for the purposes of installing, operating, and maintaining the Franchisee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

1.16. "Standard Installation" shall mean the standard one hundred twenty-five foot (125') aerial Drop connection to the existing distribution system.

1.17. "Video Programming" or "Programming" shall mean the programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

1.18. "Video Service Provider" or "VSP" shall mean any entity using the public rights-of-way to provide multiple Video Programming services to subscribers, for purchase or at no cost, regardless of the transmission method, facilities, or technology used. A VSP shall include but is not limited to any entity that provides cable services, multi-channel multipoint distribution services, broadcast satellite services, satellite-delivered services, wireless services, and Internet-Protocol based services.

SECTION 2 - Grant of Authority

2.1. Franchise Grant. The Franchising Authority hereby grants to the Franchisee a non-exclusive Franchise authorizing the Franchisee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be fifteen (15) years, commencing upon the Effective Date of the Franchise, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and the Cable Act. This Franchise shall be automatically extended for three (3) additional terms of five (5) years each unless either party notifies the other in writing of its desire to enter renewal negotiations under the Cable Act at least one (1) year before the expiration date of the then-current Franchise Agreement, whether it be the initial term or a subsequent extended term.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act [47 U.S.C. §546], as amended.

SECTION 3 – Construction and Maintenance of the Cable System

3.1. Permits and General Obligations. The Franchisee shall be responsible for obtaining all generally applicable permits, licenses, or other forms of approval or authorization prior to the commencement of any activity that disturbs the surface of any street, curb, sidewalk or other public improvement in the Public Way, or impedes vehicular traffic. The issuance of such permits shall not be unreasonably withheld or delayed. Construction, installation, and maintenance of the Cable System shall be performed in a safe, thorough and reliable manner using materials of good and durable quality. Notwithstanding the requirements herein, Franchisee shall not be required to obtain a permit for individual drop connections to Subscribers, servicing or installing pedestals or other similar facilities, or other instances of routine maintenance or repair to its Cable System. All transmission and distribution structures, poles, other lines, and equipment installed by the Franchisee for use in the Cable System in accordance with the terms and conditions of this Franchise Agreement shall be located so as to minimize the interference with the proper use of the Public Ways and the rights and reasonable convenience of property owners who own property that adjoins any such Public Way.

3.2. Conditions of Street Occupancy.

3.2.1. New Grades or Lines. If the grades or lines of any Public Way within the Franchise Area are lawfully changed at any time during the term of this Franchise Agreement, then the Franchisee shall, upon reasonable advance written notice from the Franchising Authority (which shall not be less than thirty (30) business days) and at its own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with any such new grades or lines. If public funds are available to any other user of the Public Way for the purpose of defraying the cost of any of the foregoing,

the Franchising Authority shall notify Franchisee of such funding and make available such funds to the Franchisee.

3.2.2. Relocation at Request of Third Party. The Franchisee shall, upon reasonable prior written request of any Person holding a permit issued by the Franchising Authority to move any structure, temporarily move its wires to permit the moving of such structure; provided (i) the Franchisee may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and (ii) the Franchisee is given not less than thirty (30) business days advance written notice to arrange for such temporary relocation.

3.2.3. Restoration of Public Ways. If in connection with the construction, operation, maintenance, or repair of the Cable System, the Franchisee disturbs, alters, or damages any Public Way, the Franchisee agrees that it shall at its own cost and expense replace and restore any such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to the disturbance.

3.2.4. Safety Requirements. The Franchisee shall undertake all necessary and appropriate efforts to maintain its work sites in a safe manner in order to prevent failures and accidents that may cause damage, injuries or nuisances. All work undertaken on the Cable System shall be performed in substantial accordance with applicable FCC or other federal and state regulations. The Cable System shall not unreasonably endanger or interfere with the safety of Persons or property in the Franchise Area.

3.2.5. Trimming of Trees and Shrubbery. The Franchisee shall have the authority to trim trees or other natural vegetative growth encroaching or overhanging any of its Cable System in the Franchise Area so as to prevent contact with the Franchisee's wires, cables, or other equipment. All such trimming shall be done at the Franchisee's sole cost and expense. The Franchisee shall be responsible for any collateral, real property damage caused by such trimming.

3.2.6. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Franchisee shall place its Cable System transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Franchisee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Franchisee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or

underground. Nothing in this Agreement shall be construed to require the Franchisee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.2.7. Undergrounding and Beautification Projects. In the event all users of the Public Way relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project, Franchisee shall participate in the planning for relocation of its aerial facilities contemporaneously with other utilities. Franchisee's relocation costs shall be included in any computation of necessary project funding by the municipality or private parties. Franchisee shall be entitled to reimbursement of its relocation costs from public or private funds raised for the project and made available to other users of the Public Way. In the event that public and/or private funds are not available, Franchisee reserves the right to pass its costs through to its Subscribers in accordance with applicable law.

SECTION 4 - Service Obligations

4.1. General Service Obligation. The Franchisee shall make Cable Service available to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) occupied dwelling units per mile with aerial cable or sixty (60) residential occupied dwelling units per mile in areas with underground cable and is within one (1) mile as measured in strand footage from the nearest point on the Cable System trunk or feeder line from which a usable cable signal can be obtained. For purposes of this section, a home shall be counted as a "dwelling unit" if, and only if, such home is within two hundred seventy-five (275) feet of the public right of way. Subject to the density requirement, Franchisee shall offer Cable Service to all new homes or previously unserved homes located within one hundred and twenty-five (125) feet of the Franchisee's distribution cable at the standard installation rate. Should, through new construction, an area within the Franchise Area meet the density requirements, Franchisee shall provide Cable Service to such area within one year after it confirms that the density requirements have been met following notice from the Franchising Authority that one or more residents has requested service.

The Franchisee may elect to extend service to areas that do not otherwise qualify to receive service under this section if any resident or group of residents agree in writing to pay to Franchisee the cost of construction, including materials, labor, and the total cost of any easement(s) necessary to accomplish the proposed line extension. One half of the cost of construction shall be paid to the Franchisee prior to engineering and the balance shall be paid prior to installation.

4.2. Programming. The Franchisee shall offer to all Customers a diversity of Video Programming services in accordance with federal law.

4.3. No Unfair Discrimination. Neither the Franchisee nor any of its employees, agents, representatives, contractors, subcontractors, or consultants, nor any other Person, shall discriminate or permit discrimination between or among any Persons in the availability of Cable Services provided in connection with the Cable System in the Franchise Area; provided, however, Franchisee reserves the right to deny service for good cause, including but not limited to non-payment or theft of service, vandalism of equipment, or documented or founded harassment or abuse of Franchisee's employees or agents. It shall be the right of all Persons to receive all available services provided on the Cable System so long as such Person's financial or other obligations to the Franchisee are satisfied. Nothing contained herein shall prohibit the Franchisee from offering bulk discounts, promotional discounts, package discounts, or other such pricing strategies as part of its business practice.

4.4. New Developments. The Franchising Authority shall provide the Franchisee with written notice of the issuance of building or development permits for planned developments within the Franchise Area requiring undergrounding of cable facilities. The Franchising Authority agrees to require the developer, as a condition of issuing the permit, to give the Franchisee access to open trenches for deployment of cable facilities and at least ten (10) business days written notice of the date of availability of open trenches.

4.5. Prohibition Against Reselling Service. No Person shall resell, without the express prior written consent of the Franchisee, any Cable Service, program or signal transmitted over the Cable System by the Franchisee.

SECTION 5 - Fees and Charges to Customers

5.1. All rates, fees, charges, deposits and associated terms and conditions to be imposed by the Franchisee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC rate regulations. Before any new or modified rate, fee, or charge is imposed, the Franchisee shall follow the applicable FCC notice requirements and rules and notify affected Customers, which notice may be by any means permitted under applicable law.

SECTION 6 - Customer Service Standards; Customer Bills; and Privacy Protection

6.1. Customer Service Standards. The Franchising Authority hereby adopts the customer service standards set forth in Part 76, §76.309 of the FCC's

rules and regulations, as amended. The Franchisee shall comply in all respects with the customer service requirements established by the FCC.

6.2. Customer Bills. Customer bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Customers, and in a way that (i) is not misleading and (ii) does not omit material information. Notwithstanding anything to the contrary in Section 6.1, above, the Franchisee may, in its sole discretion, consolidate costs on Customer bills as may otherwise be permitted by Section 622 (c) of the Cable Act [47 U.S.C. §542 (c)].

6.3. Privacy Protection. The Franchisee shall comply with all applicable federal and state privacy laws, including Section 631 of the Cable Act and regulations adopted pursuant thereto.

SECTION 7 - Oversight and Regulation by Franchising Authority

7.1. Franchise Fees. The Franchisee shall pay to the Franchising Authority a franchise fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Franchisee shall not be compelled to pay any higher percentage of franchise fees than any other cable operator providing service in the Franchise Area. The payment of franchise fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each first, second and third calendar quarter (i.e., May 15, August 15, November 15) and sixty (60) days after the close of the calendar year (last day of February). Each franchise fee payment shall be accompanied by a report prepared by a representative of the Franchisee showing the basis for the computation of the Franchise Fees paid during that period.

7.2. Franchise Fees Subject to Audit.

7.2.1 Upon notice pursuant to Section 13.2 herein, during Normal Business Hours at Franchisee's principal business office, the Franchising Authority shall have the right to inspect the Franchisee's financial records used to calculate the Franchising Authority's franchise fees; provided, however, that any such inspection shall take place within two (2) years from the date the Franchising Authority receives such payment, after which period any such payment shall be considered final.

7.2.2. Upon the completion of any such audit by the Franchising Authority, the Franchising Authority shall provide to the Franchisee a final report setting forth the Franchising Authority's findings in detail, including any and all substantiating documentation. In the event of an alleged underpayment, the Franchisee shall have thirty (30) days from the receipt of the report to provide the

Franchising Authority with a written response agreeing to or refuting the results of the audit, including any substantiating documentation. Based on these reports and responses, the parties shall agree upon a "Finally Settled Amount." For purposes of this Section, the term "Finally Settled Amount(s)" shall mean the agreed upon underpayment, if any, to the Franchising Authority by the Franchisee as a result of any such audit. If the parties cannot agree on a "Final Settlement Amount," the parties shall submit the dispute to a mutually agreed upon mediator within sixty (60) days of reaching an impasse. In the event an agreement is not reached at mediation, either party may bring an action to have the disputed amount determined by a court of law.

7.2.3. Any "Finally Settled Amount(s)" due to the Franchising Authority as a result of such audit shall be paid to the Franchising Authority by the Franchisee within thirty (30) days from the date the parties agree upon the "Finally Settled Amount." Once the parties agree upon a Finally Settled Amount and such amount is paid by the Franchisee, the Franchising Authority shall have no further rights to audit or challenge the payment for that period. The Franchising Authority shall bear the expense of its audit of the Franchisee's books and records.

7.3. Oversight of Franchise. In accordance with applicable law, the Franchising Authority shall have the right to, at its sole cost and expense and upon reasonable prior written notice and in the presence of Franchisee's employee, periodically inspect the construction and maintenance of the Cable System in the Franchise Area as necessary to monitor Franchisee's compliance with the provisions of this Franchise Agreement.

7.4. Technical Standards. The Franchisee shall comply with all applicable technical standards of the FCC as published in subpart K of 47 C.F.R. § 76.601 et seq. To the extent those standards are altered, modified, or amended during the term of this Franchise, the Franchisee shall comply with such altered, modified or amended standards within a reasonable period after such standards become effective. The Franchising Authority shall have, upon written request, the right to obtain a copy of tests and records required to be performed pursuant to the FCC rules.

7.5. Maintenance of Books, Records, and Files.

7.5.1. Books and Records. Throughout the term of this Franchise Agreement, the Franchisee agrees that the Franchising Authority may review the Franchisee's books and records regarding customer service performance levels in the Franchise Area to monitor Franchisee's compliance with the provisions of this Franchise Agreement, upon reasonable prior written notice to the Franchisee pursuant to the provisions of Section 13.2 herein, at the Franchisee's business office, during Normal Business Hours, and without unreasonably interfering with Franchisee's business operations. All such documents that may be the subject

of an inspection by the Franchising Authority shall be retained by the Franchisee for a minimum period of twenty-four (24) months.

7.5.2. File for Public Inspection. Throughout the term of this Franchise Agreement, the Franchisee shall maintain at its business office, in a file available for public inspection during normal business hours, those documents required pursuant to the FCC's rules and regulations.

7.5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Section, the Franchisee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Franchising Authority agrees to treat any information disclosed by the Franchisee as confidential and only to disclose it to those employees, representatives, and agents of the Franchising Authority that have a need to know in order to enforce this Franchise Agreement and who agree, through the execution of a non-disclosure agreement, to maintain the confidentiality of all such information. The Franchisee shall not be required to provide Customer information in violation of Section 631 of the Cable Act or any other applicable federal or state privacy law. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Franchisee to be competitively sensitive. Franchisee may make proprietary or confidential information available for inspection, but not copying or removal of information by the Franchising Authority's representative. In the event that the Franchising Authority has in its possession and receives a request under a state "sunshine," public records, or similar law for the disclosure of information the Franchisee has designated as confidential, trade secret or proprietary, the Franchising Authority shall notify Franchisee of such request and cooperate with Franchisee in opposing such request.

SECTION 8 – Transfer of Cable System or Franchise of Franchisee

8.1. Neither the Franchisee nor any other Person may transfer the Cable System or the Franchise without prior written notice to the Franchising Authority. No prior notice shall be required, however, for: (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Franchisee in the Franchise or in the Cable System in order to secure indebtedness, (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation, or (iii) the sale, conveyance, transfer, exchange or release of fifty percent (50%) or less of its equitable ownership. Within thirty (30) days of receiving a notice of transfer, the Franchising Authority may, in accordance with FCC rules and regulations, notify the Franchisee in writing of the

additional information, if any, it requires regarding the legal, financial, and technical qualifications of the transferee or new controlling party.

SECTION 9 - Insurance and Indemnity

9.1. **Insurance.** Throughout the term of this Franchise Agreement, the Franchisee shall, at its own cost and expense, maintain Comprehensive General Liability Insurance and provide the Franchising Authority certificates of insurance designating the Franchising Authority and its officers, boards, commissions, councils, elected officials, agents and employees as additional insureds and demonstrating that the Franchisee has obtained the insurance required in this Section. Such policy or policies shall be in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury or death to any one person, and One Million Dollars (\$1,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and One Million Dollars (\$1,000,000.00) for property damage resulting from any one accident. Such policy or policies shall be non-cancelable except upon thirty (30) days prior written notice to the Franchising Authority. The Franchisee shall provide workers' compensation coverage in accordance with applicable law. The Franchisee shall indemnify and hold harmless the Franchising Authority from any workers compensation claims to which the Franchisee may become subject during the term of this Franchise Agreement.

9.2. **Indemnification.** The Franchisee shall indemnify, defend and hold harmless the Franchising Authority, its officers, employees, and agents acting in their official capacities from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Franchisee's construction, operation, maintenance, or removal of the Cable System, including, but not limited to, reasonable attorneys' fees and costs, provided that the Franchising Authority shall give the Franchisee written notice of its obligation to indemnify and defend the Franchising Authority within ten (10) business days of receipt of a claim or action pursuant to this Section. The Franchising Authority agrees that it will take all necessary action to avoid a default judgment and not prejudice the Franchisee's ability to defend the claim or action. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority.

9.2.1 Franchisee shall not be required to indemnify the Franchising Authority for negligence or misconduct on the part of the Franchising Authority or its officials, boards, commissions, agents, or employees, including any loss or claims related to PEG access Channels in which the Franchising Authority or its designee participates, subject to Applicable Law.

SECTION 10 - System Description and Service

10.1. System Capacity. During the term of this Agreement, the Franchisee's Cable System shall be capable of providing Video Programming with reception available to its customers in the Franchise Area in accordance with the Cable Act.

10.2. Cable Service to School Buildings. Upon request, the Franchisee shall provide, at no cost to the Franchising Authority, Basic Cable Service and Standard Installation at one (1) outlet to each public and private grade school (K-12) building, not including "home schools," located in the Franchise Area within one hundred twenty-five (125) feet of the Franchisee's distribution cable. No charge shall be made for installation or service, except that Franchisee may charge for installation beyond one hundred twenty-five (125) feet aerial distance of the cable plant and service for more than one (1) drop in each building. For the purposes of this Section, the term "school" means an educational institution that receives funding pursuant to Title I of the Elementary and Secondary Education Act of 1965, 20 U.S.C. § 6301 et seq., as amended, and does not include "home schools."

10.3. Cable Service to Governmental and Institutional Facilities. Upon request, the Franchisee shall provide, at no cost to the Franchising Authority, Basic Cable Service and Standard Installation at one outlet to each Public Building located in the Franchise Area within one hundred twenty-five (125) feet of the Franchisee's distribution cable. No charge shall be made for installation or service, except that Franchisee may charge for installation beyond one hundred twenty-five (125) feet aerial distance of the cable plant and service for more than one (1) drop in each building. Public Buildings are those buildings owned or leased by the Franchising Authority for municipal government administrative purposes, and shall not include buildings owned by Franchising Authority but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

SECTION 11 - Enforcement and Revocation Proceedings

11.1. Notice of Violation or Default and Opportunity to Cure. In the event the Franchising Authority believes that the Franchisee has not complied with the material terms of the Franchise, it shall notify the Franchisee in writing with specific details regarding the exact nature of the alleged non-compliance or default.

11.1.1. Franchisee's Right to Cure or Respond. The Franchisee shall have forty-five (45) days from the receipt of the Franchising Authority's written notice: (i) to respond to the Franchising Authority, contesting the assertion of non-compliance or default; or (ii) to cure such default; or (iii) in the

event that, by nature of the default, such default cannot be cured within the forty-five (45) day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that the cure will be completed.

11.1.2. Public Hearings. In the event the Franchisee fails to respond to the Franchising Authority's notice or in the event that the alleged default is not remedied within forty-five (45) days or the date projected by the Franchisee, the Franchising Authority shall schedule a public hearing to investigate the default. Such public hearing shall be held at the next regularly scheduled meeting of the Franchising Authority that is scheduled at a time that is no less than ten (10) business days therefrom. The Franchising Authority shall notify the Franchisee in writing of the time and place of such meeting and provide the Franchisee with a reasonable opportunity to be heard.

11.1.3. Enforcement. Subject to applicable federal and state law, in the event the Franchising Authority, after such public hearing, determines that the Franchisee is in default of any material provision of the Franchise, the Franchising Authority may: (i) seek specific performance of any provision that reasonably lends itself to such remedy as an alternative to damages, or seek other equitable relief; or (ii) in the case of a substantial default of a material provision of the Franchise, initiate revocation proceedings in accordance with the following:

(a) The Franchising Authority shall give written notice to the Franchisee of its intent to revoke the Franchise on the basis of a pattern of non-compliance by the Franchisee, including two or more instances of substantial non-compliance with a material provision of the Franchise. The notice shall set forth with specificity the exact nature of the non-compliance. The Franchisee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the Franchising Authority has not received a response from the Franchisee or upon receipt of the response does not agree that the allegations of non-compliance have been or will be resolved, it may then seek revocation of the Franchise at a public hearing. The Franchising Authority shall cause to be served upon the Franchisee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request revocation of the Franchise.

(b) At the designated public hearing, the Franchising Authority shall give the Franchisee an opportunity to state its position on the matter, present evidence and question witnesses, in accordance with the standards of a fair hearing applicable to administrative hearings in the Commonwealth of Pennsylvania, after which it shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the

record and a written transcript shall be made available to the Franchisee within ten (10) business days. The decision of the Franchising Authority shall be in writing and shall be delivered to the Franchisee by certified mail. The Franchisee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Franchising Authority “de novo” and to modify or reverse such decision as justice may require.

11.2. Technical Violation. The Franchising Authority agrees that it is not its intention to subject the Franchisee to penalties, fines, forfeitures or revocation of the Franchise for so-called “technical” breach(es) or violation(s) of the Franchise, which shall include, but not be limited, to the following:

11.2.1. in instances or for matters where a violation or a breach of the Franchise by the Franchisee was good faith error that resulted in no or minimal negative impact on the Customers within the Franchise Area; or

11.2.2. where there existed circumstances reasonably beyond the control of the Franchisee and which precipitated a violation by the Franchisee of the Franchise, or which were deemed to have prevented the Franchisee from complying with a term or condition of the Franchise.

11.3. No Removal of System. Franchisee shall not be required to remove its Cable System or to sell the Cable System, or any portion thereof as a result of revocation, denial of renewal, or any other lawful action to forbid or disallow Franchisee from providing Cable Service, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act, or any portion thereof [47 U.S.C. §621 (b)].

SECTION 12 – Competitive Equity

12.1. Purposes. The Franchisee and the Franchising Authority acknowledge that there is increasing competition in the video marketplace among cable operators, direct broadcast satellite providers, telephone companies, broadband content providers and others; new technologies are emerging that enable the provision of new and advanced services to residents of the Franchise Area; and changes in the scope and application of the traditional regulatory framework governing the provision of video services are being considered in a variety of federal, state and local venues. To foster an environment where video service providers using the public rights-of-way can compete on a competitively neutral and nondiscriminatory basis; encourage the provision of new and advanced services to residents of the Franchise Area; promote local communications infrastructure investments and economic opportunities in the Franchise Area; and provide flexibility in the event of subsequent changes in the law, the Franchisee and the Franchising Authority

have agreed to the provisions in this Section, and they should be interpreted and applied with such purposes in mind.

12.2. New Video Service Provider.

12.2.1. Notwithstanding any other provision of this Agreement or any other provision of law, if any Video Service Provider ("VSP") (i) enters into any agreement with the Franchising Authority to provide video services to subscribers in the Franchise Area, or (ii) otherwise begins to provide video services to subscribers in the Franchise Area (with or without entering into an agreement with the Franchising Authority), the Franchising Authority, upon written request of the Franchisee, shall permit the Franchisee to construct and operate its Cable System and to provide video services to subscribers in the Franchise Area under the same agreement and/or under the same terms and conditions as apply to the new VSP. The Franchisee and the Franchising Authority shall enter into an agreement or other appropriate authorization (if necessary) containing the same terms and conditions as are applicable to the VSP within sixty (60) days after the Franchisee submits a written request to the Franchising Authority.

12.2.2. If there is no written agreement or other authorization between the new VSP and the Franchising Authority, the Franchisee and the Franchising Authority shall use the sixty (60) day period to develop and enter into an agreement or other appropriate authorization (if necessary) that to the maximum extent possible contains provisions that will ensure competitive equity between the Franchisee and other VSPs, taking into account the terms and conditions under which other VSPs are allowed to provide video services to subscribers in the Franchise Area.

12.3. Subsequent Change in Law. If there is a change in federal, state or local law that provides for a new or alternative form of authorization for a VSP to provide video services to Subscribers in the Franchise Area, or that otherwise changes the nature or extent of the obligations that the Franchising Authority may request from or impose on a VSP providing video services to subscribers in the Franchise Area, the Franchising Authority agrees that, notwithstanding any other provision of law, upon Franchisee's written request the Franchising Authority shall: (i) permit the Franchisee to provide video services to subscribers in the Franchise Area on the same terms and conditions as are applicable to a VSP under the changed law; (ii) modify this Agreement to comply with the changed law; or (iii) modify this Agreement to ensure competitive equity between the Franchisee and other VSPs, taking into account the conditions under which other VSPs are permitted to provide video services to Subscribers in the Franchise Area. The Franchising Authority and the Franchisee shall implement the provisions of this Section within sixty (60) days after the Franchisee submits a written request to the Franchising Authority. Notwithstanding any provision of law that imposes a time or other limitation on the Franchisee's ability to take

advantage of the changed law's provisions, the Franchisee may exercise its rights under this Section at any time, but not sooner than thirty (30) days after the changed law goes into effect.

12.4. Effect on This Agreement. Any agreement, authorization, right or determination to provide video services to subscribers in the Franchise Area under Sections 12.2 or 12.3 shall supersede this Agreement, and the Franchisee, at its option, may terminate this Agreement or portions thereof, upon written notice to the Franchising Authority, without penalty or damages.

SECTION 13 - Miscellaneous Provisions

13.1. Force Majeure. The Franchisee shall not be held in default under, or in non-compliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such non-compliance or alleged defaults occurred or were caused by lightning strike, earthquake, flood, tidal wave, unusually severe rain, ice or snow storm, hurricane, tornado, or other catastrophic act of nature; riot, war, labor disputes, environmental restrictions, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Franchisee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Franchisee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary.

13.2. Notice. All notices shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the Franchising Authority:

City of Milford
201 South Walnut Street
Milford, Delaware 19963
Attention: City Manager

To the Franchisee:

Comcast of Delmarva, LLC
1301 McCormick Drive, 4th Floor
Largo, MD 20774
Attention: Government Affairs Department

With copies to:

Comcast Cable
8098 Sandpiper Circle
Baltimore, MD 21236
Attention: Government Affairs Department

And to:

Comcast Cable Northeast Division
676 Island Pond Rd.
Manchester, NH 03109
Attention: Government Affairs Department

13.3. Entire Agreement. This Franchise Agreement and any exhibits or addendums hereto constitute the entire agreement between the Franchising Authority and the Franchisee and supersedes all prior or contemporaneous agreements, ordinances, representations, or understandings -- whether written or oral -- of the parties regarding the subject matter hereof. Any agreements, ordinances, representations, or understandings or parts of such measures that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

13.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

13.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State where the Franchise Area is located, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of such State, as applicable to contracts entered into and performed entirely within the State.

13.6. Modification. No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Franchisee, which amendment shall be authorized on behalf of the Franchising Authority through the adoption of an appropriate resolution or order by the Franchising Authority, as required by applicable law.

13.7. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise Agreement.

13.8. Captions. Captions to sections throughout this Franchise Agreement are solely to facilitate the reading and reference to the sections and provisions of this Franchise Agreement. Such captions shall not affect the meaning or interpretation of this Franchise Agreement.

13.9. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, which Franchisee may have under federal or state law unless such waiver is expressly stated herein.

13.10. Incorporation by Reference

(a) All presently and hereafter applicable conditions and requirements of federal, State and local laws, including but not limited to the rules and regulations of the FCC and the State where the Franchise Area is located, as they may be amended from time to time, are incorporated herein by reference to the extent not enumerated herein. All such general laws, rules and regulations, as amended, shall control the interpretation and performance of this Renewal Franchise to the extent that any provision of this Renewal Franchise conflicts with or is inconsistent with such laws, rules or regulations.

(b) Should the State, the federal government or the FCC require Franchisee to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any provisions herein, the Franchising Authority and Franchisee will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

13.11. Calculation of Time. Where the performance or doing of any act, duty, matter, payment, or operation is required hereunder and the period of time or duration for the performance or during thereof is prescribed and fixed herein, the time shall be computed so as to exclude the first day and include the last day of the prescribed or fixed period or duration of time. When the last day of the period falls on Saturday, Sunday, or a legal holiday, that day shall be omitted from the computation.

13.12. Annexation. Upon 90 days written notice from the Franchising Authority, any additions of territory to the City, by annexation or other legal means, contiguous to the Franchise Area as defined in Section 1.9. above, the portion of any Cable System of the Company that may be located or operated within said territory shall thereafter be subject to all the terms of this Agreement as though it were an extension made hereunder.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the last date set forth below:

Attest:

Franchising Authority:

By: _____

Print Name: _____

Title: _____

Date: _____

Attest:

Franchisee:

By: _____

Print Name: _____

Title: _____

Date: _____

City of Milford



RESOLUTION

2014-13

Halloween Trick-or-Treat

WHEREAS, the children of Milford are entitled to the fun and festivity associated with the observance of Halloween Trick-or-Treat custom of traveling with friends and family going door to door in their neighborhoods displaying their costumes and gathering treats; and

WHEREAS, parents are urged to join in the festivities by accompanying their children throughout their journeys in celebrating Halloween Trick-or-Treat; and

WHEREAS, residents are requested to indicate their willingness to welcome children by keeping their porch or exterior lights on and that youngsters call only on homes so lighted.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council, that the Halloween Trick-or-Treat observance be held in an orderly manner on Friday, October 31, 2014 between the hours of 6:00 P.M. and 8:00 P.M. in the City of Milford.

AND, BE IT FURTHER RESOLVED THAT:

- *Only celebrants of 12 years and under will be permitted to engage in Trick-or-Treat.
- *All celebrants are to refrain from committing acts of vandalism or destruction.
- *Motorists are asked to be ever watchful of our youngsters making these annual rounds.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Milford to be affixed this 8th day of September 2014.

Mayor Bryan Shupe

City Clerk Teresa K. Hudson



Annual Fall Clean-Up Week **September 29, 2014 through October 3, 2014**

The City of Milford is pleased to offer additional refuse collection to its residential customers the week of September 29st through October 3rd.

During this week, residents may place additional items for disposal alongside their trash container ON THEIR REGULARLY SCHEDULED TRASH PICK UP DAY.

There is no additional charge for this service and residents do not have to call for a bulk pickup.

In order for the City of Milford to provide this service to its residents, the following guidelines must be adhered to:

- Additional items for disposal must be placed beside the city trash container on the resident's regular trash collection day.
- Trash can and items must be placed curbside by 7:00 a.m.
- Personal containers **WILL** be accepted on the resident's regular trash and yard waste collection day.
- Small bundles of yard waste will be picked up with regular yard waste on the following dates:
 - * *GOLD ROUTE (Monday trash customers) - Wednesday, October 1st*
 - * *MAROON ROUTE (Tuesday & Friday trash customers) - Wednesday, October 8th*
- Commercial trash, construction debris and hazardous materials will not be accepted.

Collections **WILL ONLY BE COVERED ONCE**. A return trip will not be made on alternate days during this week. The city asks that every resident cooperate during this project.

For more information, please call the Customer Service Department at 302-422-6616 option 2.

City of Milford



Resolution 2014-14

FALL CLEAN-UP WEEK

WHEREAS, it is desirous to promote the general cleaning of the City of Milford and improve its overall beauty to the maximum enjoyment and benefit of all citizens and visitors; and

WHEREAS, we are fortunate to live in a community so abundantly blessed with natural assets that we have a continuing responsibility to preserve our environment by keeping it clean, healthy and in order by organizing and carrying out clean-up and fix-up projects which will enhance, restore and maintain the beauty of all properties; and

WHEREAS, all maintenance and clean-up debris, including large and bulk items, shall be placed for curbside pickup in order to exemplify cleanliness and beauty.

NOW, THEREFORE, NOW, THEREFORE IT RESOLVED, by the Mayor and Council of the City of Milford, that the week of September 29, 2014 to October 3, 2014* be declared "Fall Clean-Up Week" in the City of Milford.

Mayor Bryan Shupe

Attest _____

*Raindate: October 6, 2014 to October 10, 2014

Adopted September 8, 2014



PUBLIC WORKS DEPARTMENT
302.422.6616, FAX 302.422.1119

180 VICKERS DRIVE
MILFORD, DE 19963

MEMO

TO: Richard D. Carmean
City Manager

FR: Brad Dennehy
Director of Public Works

DA: 9.03.14

RE: Request for additional funds for paving Lemuel Street.

Lemuel Street was approved this year to be milled and paved as part of the annual street paving project. Recently when the awarded contractor (Jerry's Paving) came to mill the street, it was discovered that the street had been paved some time ago on bare dirt. Milling of the street was halted until a cost estimate could be provided for the correct course of action, which is to mill the street and apply 3" of base paving, followed by 2" of top paving. The City has obtained the cost estimate for the additional milling and paving and that cost is \$29,269.00. At this time I am respectfully requesting an additional \$29,269.00 be transferred from municipal street aid (as directed by the Finance Director) to cover the additional milling and paving.

As always, if you require further information please don't hesitate to contact me.

Thank you.

***** DRAFT *****

To be advertised
Delaware State News Friday 8/8/14 and Monday 8/11/14

-----Advertisement for Bids -----

Sealed bids for the **Can-Do Playground/ Silicato Park pre-fabricated restroom.** The project generally consists of site work, electrical and plumbing connections of restroom building to sanitary sewer and water supply, (constructed by the City of Milford), purchase and set pre-fabricated restroom building. Project is located in Milford, Delaware and bids will be received by the City of Milford, City Hall Council Room , 201 South Walnut Street, Milford, Delaware, 19963 , until 10:00 a.m. Thursday August 28th, 2014 , where the bids will be opened and read aloud.

A non-mandatory, pre-bid meeting will be held at the Milford Parks & Recreation Building, 207 Franklin Street, Milford, Delaware at 9:00 a.m. Wednesday August 13th, 2014 for the purpose of establishing the listings of subcontractors and to answer questions. Attendance of this meeting is **non-mandatory** for bidding on this contract, but is **strongly recommended**.

3-copies of the sealed bids shall be addressed to the City Clerks Office, Milford City Hall and delivered to Milford City Hall, 201 South Walnut Street, Milford, DE 19963.

The outer envelope should be clearly labeled: “Sealed bids Can-Do Playground / Silicato Park Restroom, do not open”.

Contract documents may be obtained from the Landscape Architect upon receipt of non-refundable \$60. deposit per set (plus \$10. non refundable mailing charge) if requested to mail to contractors. Checks are to be made payable to “Landscape Architectural Services, LLC “ The Landscape Architect can be reached at 302-284-4578. these documents will be made available starting Wednesday August 13th, 2014.

Each bid must be accompanied by a bid security equivalent to ten percent (10%) of the bid amount and all additive alternates. A 100% Performance Labor & Materials Payment Bond shall be submitted by the successful bidder. The City of Milford reserves the right to reject any and all bids and to waive any informalities therein. The city of Milford may extend the time and place for the opening of the bids from that described in the advertisement, of not less than five (5) calendar days notice by certified mail, facsimile or e-mail to those bidders receiving plans.

-----End of Advertisement of bids-----

INDEPENDENT NEWSMEDIA

110 Galaxy Drive • Dover, DE • 19901 • 1-800-282-

State of Delaware:

County of Kent:

Before me, a Notary Public, for the County and State aforesaid, I to me to be such, who being sworn according to law deposes President of Independent Newsmedia Inc. USA, the publisher of News, a daily newspaper published at Dover, County of Kent, and that the notice, a copy of which is hereto attached, as published in its issue of August 8th 11, 2014

President
Independent Newsmedia Inc. USA

Sworn to and subscribed before me this 11th
Day of August A.D. 2014



Janet Levy
Notary Public

ADVERTISEMENT FOR BIDS

Sealed bids for the **Can-Do Playground/ Silicato Park pre-fabricated restroom**. The project generally consists of site work, electrical and plumbing connections of restroom building to sanitary sewer and water supply, (constructed by the City of Milford), purchase and set pre-fabricated restroom building. Project is located in Milford, Delaware and bids will be received by the City of Milford, City Hall Council Room, 201 South Walnut Street, Milford, Delaware, 19963, until 10:00 a.m. Thursday August 28th, 2014, where the bids will be opened and read aloud.

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20724 DSN 8/8,11/2014



**LANDSCAPE
ARCHITECTURAL
SERVICES, L.L.C.**

LAND, SITE & PARK PLANNING • WETLANDS SCIENCES

CAN DO SILICATO PARK PLAYGROUND RESTROOM

Bid Opening : 10:a.m. August 28, 2014

City Hall Council Room, 201 South Walnut St., Milford, Delaware 19963

Name	Addendum			Base Bid	Total
	#1	#2	#3		
Tidemark Construction 155 "South Bradford, St. Dover, DE 19904 Attn: Mr. Dave Baker 302-388-1042 dave@tidemarke.com	✓	✓	✓	97,589.00	
Kent Construction, Inc. 2 Big Oak Rd. Smyrna DE 19977 Attn: Mr. Jeff Rettig 302-653-6469 Estimator2@kentconstructionco.com				—	
Thompson & Sons Contracting 645 Parsh Kirby Rd. Milford, DE 19963 Attn: Mr. Timmy Thompson 302-382-8200 thompsonllc@aol.com	✓	✓	✓	87,472.05	
CXT Foster Spokane Industrial park 3808 North Sullivan Rd., bldg. #7 Spokane Washington 99216 Attn: Mr. Gregg Zentarsky 1-800-696-5766 gzentarsky@lbfoster.com				—	



Invoice

17776 Oak Hill Drive • Milford, Delaware 19963
302-422-7676 FAX: 302-422-3434

Date of Invoice: 06/03/14

Invoice Number: 14145

To: City of Milford
201 S Walnut Street
Milford, DE 19963

Listed below is the description and cost for the work completed at the specified project location:

Project: Milford Church of God
Proposal No. JP140083

Phone: 302-745-8481

Completed Work:

Area "A": Existing Parking Lot Resurface

- 1. Constructed butt joints at tie-in areas.
2. Swept and cleaned existing pavement of any loose material and debris.
3. Applied tack coat.
4. Resurfaced with 1 1/2" Type "C" surface course hot mix on approx 4,983 SY
5. Performed striping as per drawing.
6. Cleaned up and hauled away construction debris generated by our activities.

Area "B": North Side Fire Lane and Parking

- 1. Fine graded existing aggregate base to insure proper elevation and drainage of new pavement.
2. Sprayed herbicide for weed control.
3. Placed 2 1/2" Type "C" surface course hot mix on approx. 652 SY.
4. Performed striping as per drawing.
5. Clean up and haul away construction debris generated by our activities.

Area "C": New Loop Road

- 1. Striped and hauled away topsoil.
2. Placed 6" crushed aggregate.
3. Fine graded aggregate base to insure proper elevation and drainage of new pavement.
4. Sprayed herbicide for weed control.
5. Placed 2 1/2" Type "C" surface course hot mix on approx. 537 SY.
6. Cleaned up and hauled away construction debris generated by our activities.

Total Amount Due: \$75,997.00

Payment Due 30 Days

2% Service Charge after 30 Days

Thank You

**CITY OF MILFORD
FUND BALANCES REPORT**

Date: July 2014

Cash Balance - General Fund Bank Balance	\$1,977,881
Cash Balance - Electric Fund Bank Balance	\$7,049,331
Cash Balance - Water Fund Bank Balance	\$2,608,745
Cash Balance - Sewer Fund Bank Balance	\$795,550
Cash Balance - Trash Fund Bank Balance	\$426,192

	General <u>Improvement</u>	Municipal <u>Street Aid</u>	Real Estate <u>Transfer Tax</u>	Solid Waste <u>Reserves</u>
Beginning Cash Balance	46,773	1,174,289	1,739,593	0
Deposits	148,385		10,002	
Interest Earned this Month		148	216	
Disbursements this Month	(189,674)	(3,884)	(41,667)	
Investments				250,000
Ending Cash Balance	\$5,484	\$1,170,553	\$1,708,144	\$250,000

	GF Capital <u>Reserves</u>	Water Capital <u>Reserves</u>	Sewer Capital <u>Reserves</u>	Electric <u>Reserves</u>
Beginning Cash Balance	928,511	5,301,151	3,353,789	6,393,600
Deposits	55,000			
Interest Earned this Month	118	310	196	326
Disbursements this Month	(30,443)		(420)	(811,548)
Investments	250,000			
Ending Cash Balance	\$1,203,186	\$5,301,461	\$3,353,565	\$5,582,378

	Water <u>Impact Fee</u>	Sewer <u>Impact Fee</u>	Electric <u>Impact Fee</u>	Economic Development <u>Fund</u>
Beginning Cash Balance	1,155,314	\$788,894	\$324,940	\$1,072,163
Deposits	16,996	\$8,981	\$5,400	
Interest Earned this Month				
Disbursements this Month				(\$40,000)
Investments				
Ending Cash Balance	\$1,172,310	\$797,875	\$330,340	\$1,032,163

INTEREST THROUGH THE FIRST MONTH OF THE FISCAL YEAR:

General Fund	778	Water Fund	330
GF Capital Reserves	118	Water Capital Reserves	310
Municipal Street Aid	148	Sewer Fund	101
Real Estate Transfer Tax	216	Sewer Capital Reserves	196
Electric Fund	890	Trash Fund	582
Electric Reserves	326		

TOTAL INTEREST EARNED TO DATE \$3,995

REVENUE REPORT

Page Two

8.3% of Year Expended

Date: July 2014	AMOUNT BUDGETED	MTD	YTD	YTD%
ACCOUNT				
Economic Development Fund	144,120	40,000	40,000	27.75%
Property Transfer Tax-Police	500,000	41,667	41,667	8.33%
Real Estate Tax	3,769,010	620	620	0.02%
Business License	40,000	1,000	1,000	2.50%
Rental License	85,000	1,000	1,000	1.18%
Building Permits	60,000	9,743	9,743	16.24%
Planning & Zoning	15,000	0	0	0.00%
Grasscutting Revenue	15,000	8,800	8,800	58.67%
Police Revenues	502,000	13,029	13,029	2.60%
Misc. Revenues	267,460	8,618	8,618	3.22%
Transfers From	3,215,480	267,956	267,956	8.33%
Total General Fund Revenues	\$8,613,070	\$392,433	\$392,433	4.56%
Water Revenues	2,644,000	243,147	243,147	9.20%
Sewer Revenues	2,649,860	208,281	208,281	7.86%
Kent County Sewer	1,700,000	148,453	148,453	8.73%
Solid Waste Revenues	1,090,545	91,612	91,612	8.40%
Electric Revenues	24,659,500	2,219,425	2,219,425	9.00%
TOTAL REVENUES	\$41,356,975	\$3,303,351	\$3,303,351	7.99%
YTD Enterprise Expense		8,398		
YTD Enterprise Revenue		2,541		
LTD Carlisle Fire Company Building Permit Fund		97,131		

EXPENDITURE REPORT

Page Three

Date: July 2014

8.3% of Year Expended

ACCOUNT	AMOUNT BUDGETED	MTD	YTD	YTD%	UNEXPENDED BALANCE
City Manager					
Personnel	446,455	\$13,871	13,871	3.11%	432,584
O&M	153,060	\$11,620	11,620	7.59%	141,440
Capital	0	\$0	0		0
Total City Manager	\$599,515	\$25,491	\$25,491	4.25%	574,024
Planning & Zoning					
Personnel	160,990	\$2,590	2,590	1.61%	158,400
O&M	42,510	\$3,587	3,587	8.44%	38,923
Capital	0	\$0	0		0
Total P, C & I	\$203,500	\$6,177	\$6,177	3.04%	197,323
Code Enforcement & Inspections					
Personnel	147,175	\$5,494	5,494	3.73%	141,681
O&M	52,900	\$5,893	5,893	11.14%	47,007
Capital	0	\$0	0		0
Total P, C & I	\$200,075	\$11,387	\$11,387	5.69%	188,688
Council					
Personnel	31,225	\$861	861	2.76%	30,364
O&M	46,760	\$3,164	3,164	6.77%	43,596
Council Expense	17,000	\$1,906	1,906	11.21%	15,094
Contributions	211,000	\$71,000	71,000	33.65%	140,000
Codification	4,000	\$0	0	0.00%	4,000
Employee Recognition	9,000	\$0	0	0.00%	9,000
Insurance	31,000	\$0	0	0.00%	31,000
Total Council	\$349,985	\$76,931	\$76,931	21.98%	273,054
Finance					
Personnel	352,620	\$12,802	12,802	3.63%	339,818
O&M	61,085	\$3,663	3,663	6.00%	57,422
Capital	0	\$0	0		0
Total Finance	\$413,705	\$16,465	\$16,465	3.98%	397,240
Information Technology					
Personnel	181,080	\$4,548	4,548	2.51%	176,532
O&M	180,765	\$3,328	3,328	1.84%	177,437
Capital	85,430	\$0	0	0.00%	85,430
Total Information Technology	\$447,275	\$7,876	\$7,876	1.76%	439,399

EXPENDITURE REPORT

Page Four

Date: July 2014

8.3% of Year Expended

ACCOUNT	AMOUNT BUDGETED	MTD	YTD	YTD%	UNEXPENDED BALANCE
Police Department					
Personnel	3,811,255	\$146,495	146,495	3.84%	3,664,760
O&M	499,015	\$36,244	36,244	7.26%	462,771
Capital	121,200	\$0	0	0.00%	121,200
Total Police	\$4,431,470	\$182,739	\$182,739	4.12%	4,248,731
Streets & Grounds Division					
Personnel	442,810	\$18,701	18,701	4.22%	424,109
O&M	450,475	\$18,019	18,019	4.00%	432,456
Capital	80,000	\$0	0	0.00%	80,000
Debt Service	20,520	\$0	0	0.00%	20,520
Total Streets & Grounds	\$993,805	\$36,720	\$36,720	3.69%	957,085
Parks & Recreation					
Personnel	580,225	\$31,384	31,384	5.41%	548,841
O&M	251,515	\$24,930	24,930	9.91%	226,585
Capital	142,000	\$16,629	16,629	11.71%	125,371
Total Parks & Recreation	\$973,740	\$72,943	\$72,943	7.49%	900,797
Total General Fund					
Operating Budget	\$8,613,070	\$436,729	\$436,729	5.07%	8,176,341

EXPENDITURE REPORT

Page Five

Date: July 2014

8.3% of Year Expended

ACCOUNT	AMOUNT BUDGETED	MTD	YTD	YTD%	UNEXPENDED BALANCE
Water Division					
Personnel	281,615	\$11,959	11,959	4.25%	269,656
O&M	1,045,165	\$78,395	78,395	7.50%	966,770
Capital	347,000	\$0	0	0.00%	347,000
Debt Service	970,220	\$0	0	0.00%	970,220
Total Water	\$2,644,000	\$90,354	\$90,354	3.42%	2,553,646
Sewer Division					
Personnel	281,615	\$11,959	11,959	4.25%	269,656
O&M	1,194,475	\$111,214	111,214	9.31%	1,083,261
Capital	602,500	\$0	0	0.00%	602,500
Debt Service	571,270	\$12,735	12,735	2.23%	558,535
Sewer Sub Total	\$2,649,860	\$135,908	\$135,908	5.13%	2,513,952
Kent County Sewer	1,700,000	\$147,654	147,654	8.69%	1,552,346
Total Sewer	\$4,349,860	\$283,562	\$283,562	6.52%	4,066,298
Solid Waste Division					
Personnel	371,835	\$15,657	15,657	4.21%	356,178
O&M	718,710	\$53,964	53,964	7.51%	664,746
Capital	0	\$0	0	0.00%	0
Total Solid Waste	\$1,090,545	\$69,621	\$69,621	6.38%	1,020,924
Total Water, Sewer Solid Waste	\$8,084,405	\$443,537	\$443,537	5.49%	7,640,868
Electric Division					
Personnel	1,210,610	\$44,440	44,440	3.67%	1,166,170
O&M	1,723,380	\$97,719	97,719	5.67%	1,625,661
Transfer to General Fund	2,500,000	\$208,333	208,333	8.33%	2,291,667
Capital	325,855	\$30,100	30,100	9.24%	295,755
Debt Service	399,655	\$0	0	0.00%	399,655
Electric Sub Total	\$6,159,500	\$380,592	\$380,592	6.18%	5,778,908
Power Purchased	18,500,000	\$1,798,172	1,798,172	9.72%	16,701,828
Total Electric	\$24,659,500	\$2,178,764	\$2,178,764	8.84%	22,480,736
TOTAL OPERATING BUDGET	\$41,356,975	\$3,059,030	\$3,059,030	7.40%	38,297,945

INTERSERVICE DEPARTMENTS REPORT

Page Six

Date: July 2014

ACCOUNT	AMOUNT BUDGETED	MTD	YTD	8.3% of Year Expended	UNEXPENDED BALANCE
				YTD%	
Garage					
Personnel	84,085	3,464	3,464	4.12%	80,621
O&M	69,965	7,639	7,639	10.92%	62,326
Capital	40,000	0	0	0.00%	40,000
Total Garage Expense	\$194,050	11,103	\$11,103	5.72%	182,947
Public Works					
Personnel	198,550	8,258	8,258	4.16%	190,292
O&M	201,160	10,433	10,433	5.19%	190,727
Capital	6,000	0	0	0.00%	6,000
Total Public Works Expense	\$405,710	18,691	\$18,691	4.61%	387,019
Billing & Collections					
Personnel	522,210	22,142	22,142	4.24%	500,068
O&M	229,785	15,143	15,143	6.59%	214,642
Capital	0	0	0		0
Total Billing & Collections	\$751,995	37,285	\$37,285	4.96%	714,710
City Hall Cost Allocation					
Personnel	0	0	0		0
O&M	61,530	4,215	4,215	6.85%	57,315
Capital	0	0	0		0
Total City Hall Cost Allocation	\$61,530	4,215	\$4,215	6.85%	57,315

ALL COSTS SHOWN ON PAGE 6 ARE ALSO INCLUDED IN THE VARIOUS DEPARTMENTS LISTED ON PAGES 3-5 OF THE EXPENDITURE REPORT WHO UTILIZE THE SERVICES OF THE DEPARTMENTS LISTED ABOVE. INTERSERVICE FUNDS ARE ENTIRELY FUNDED BY OTHER CITY DEPARTMENTS.