

City of Milford



AGENDA

Monthly Council Meeting

November 10, 2014

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

COUNCIL MEETING - 7:00 P.M.

Call to Order - Mayor Bryan Shupe

Invocation

Pledge of Allegiance

Approval of Previous Minutes

Recognition

Proclamation 2104-18/Proclaiming National Family Caregivers Month**

Proclamation 2104-19/Proclaiming World Diabetes Day****

Monthly Police Report

City Manager Report

Committee & Ward Reports

Communications & Correspondence

Unfinished Business

Ratification/Comcast Agreement

Designation of Parks & Riverwalk

Ordinance 2014-13/New Chapter 190/Smoking Prohibited in City Parks, Buildings and Facilities

New Business

FY 2014-2015 Budget Adjustment/City Manager Discretionary Account/Reimbursement/Holiday Decorations/P&R

FY 2014-2015 Budget Adjustment/City Manager Discretionary Account Reimbursement/Milford Dog Park/P&R

Advantech Security System/City Hall

Delaware Electric Signal/Panic Alarm System/City Hall*

Introduction/Ordinance 2014-15/Chapter 193 Amendment/Solid Waste Management

Introduction/Ordinance 2014-16/Chapter 130 Amendment/Floodplain Management

Introduction/Ordinance 2014-17/Chapter 88 Amendment/Building Construction

Milford Armory/Open House***

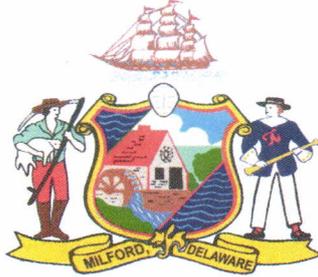
Monthly Finance Report

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.**

City of Milford



PROCLAMATION 2014-18

Proclaiming National Family Caregivers Month in the City of Milford

WHEREAS, most adults would prefer to age in place. 90% of adults over the age of 65 would prefer to stay in their current home as they age. Family, friends, and neighbors provide 80% of the care for the elderly; and

WHEREAS, family caregivers are the only people who are present with patients in all care settings; patients may have more than one doctor; nurses change shifts; prescriptions may be filled at different pharmacies. But family caregivers are there as full partners with their loved ones through it all; and

WHEREAS, complex care happens in the home. Almost half of family caregivers perform sophisticated medical/nursing tasks for their loved ones - such as providing wound care and operating specialized medical equipment - and up to 70% manage medications for their loved ones; and

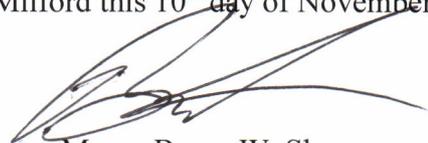
WHEREAS, caregiving affects the whole family. Men are now almost as likely to say they are family caregivers as women are (37% of men; 40% of women). And 36% of younger Americans between ages 18 and 29 are family caregivers as well, including 1 million young people who care for loved ones with Alzheimer's; and

WHEREAS, family caregivers have the best interests of their loved ones at heart. But caregiving at home can take its toll and takes a lot of planning. The Nation's 90 million family caregivers are front and center in providing care every day - enabling their loved ones to stay at home longer where they are happier and healthier.

NOW, THEREFORE, BE IT RESOLVED, that I, Bryan W. Shupe, Mayor of the City of Milford, by virtue of the authority vested in me as Mayor of the City of Milford, do hereby proclaim the month of November 2014 as National Family Caregivers Month with the Theme "Care Comes Home" in the City of Milford.



IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of Milford this 10th day of November 2014.


Mayor Bryan W. Shupe

Attest: 

City of Milford



PROCLAMATION 2014-19

Proclaiming November 14, 2014 as World Diabetes Day in Milford, Delaware

WHEREAS, Diabetes is a group of diseases marked by high levels of blood glucose resulting from problems in how insulin is produced, how insulin works, or both; and

WHEREAS, every ten seconds, someone dies of diabetes and two people develop diabetes worldwide; and

WHEREAS, according to the Centers for Disease Control and Prevention 29.1 million people or 9.3% of the United States population have diabetes; and

WHEREAS, an estimated 8.1 million people have undiagnosed diabetes and 37% of American adults aged twenty years or older had prediabetes; and

WHEREAS, diabetes is the seventh leading cause of death in the United States; and

WHEREAS, diabetes is the number one reason for adult blindness, kidney failure and limb amputation; and

WHEREAS, the estimated diabetes costs in the United States are more than \$245 billion; and

WHEREAS, the City of Milford joins the American Diabetes Association, the International Diabetes Federation and the World Health Organization in encouraging citizens to learn the signs and symptoms of diabetes, consult with their health provider and get screened for diabetes, if recommended, and support health promotion efforts to eliminate Type 2 diabetes.

NOW THEREFORE, I, Bryan W. Shupe, by virtue of the authority vested in me as Mayor of the City of Milford, Delaware, do hereby proclaim November 14, 2014 as WORLD DIABETES DAY in Milford, Delaware and commend its observance to all citizens.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of Milford this 10th day of November 2014

Mayor Bryan W. Shupe

Attest:

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: November 10, 2014

RE: Activity Report/October 2014

Monthly Stats:

A total of 822 arrests were made by the Milford Police Department during October 2014. Of these arrests, 172 were for criminal offenses and 650 for traffic violations. Criminal offenses consisted of 37 felonies and 135 misdemeanors. Traffic violations consisted of 259 Special Duty Radar, 9 Drunk-Driving charges, and 382 other charges.

Police officers investigated 60 accidents during the month (6 personal injury, and 54 property damage) and issued 139 written reprimands. In addition, they responded to 1341 various complaints including city requests and other agency assistance.

Monthly Activities:

Camera on Silicato Building N.E. Front Street Progress:

The fiber was run, pole mount has been modified to allow the installation and camera is back from repair. Steve Zebeny from the electric department has helped us get the camera back on-line.

The upgrade to car camera server has been completed, however, we have found some problems. We have had to start upgrading the car cameras from flashback one to flashback threes. (We already had some flashback two's)

We are working on instituting body worn cameras. Four cameras were purchased under violent crimes reduction funds and they will be rotated between officers.

We met with Bayhealth officials to review their EBOLA Response plans with them. They are willing to provide pathogen suits to us should the need arise.

Delaware State Police have agreed to include all municipal agencies in a LAPTOP program which will replace aging laptops in patrol cars. We attended a meeting at Dover Police Department on October 10, 2014, where we discussed what to buy (laptops verses tablet computers, etc.) The mounting hardware (docking stations) was a big concern, leading most agencies to select laptops over tablets.

We have put our dispatchers in a slightly different uniform. They will be wearing short sleeve black polo style shirts rather than the previous blue button-ups. They were in the blue button downs for the past six years. Instead of long sleeves for the winter, they asked to wear jackets, so a light weight jacket was obtained for the full time dispatchers only. This will also address the various temperature levels encountered in the radio room.

Three officers attended the 19th Annual Homicide Conference the week of October 27, 2014, held at Dover Downs.

School Resource Officers:

Pfc. Bloodsworth:

- Participated in several First Grade activities at Banneker
- Spoke at PTP meeting at Mispillion
- Participated in Morris Fall Family Fun Night
- Attended PBS assemblies at Mispillion and Banneker

Cpl. Masten:

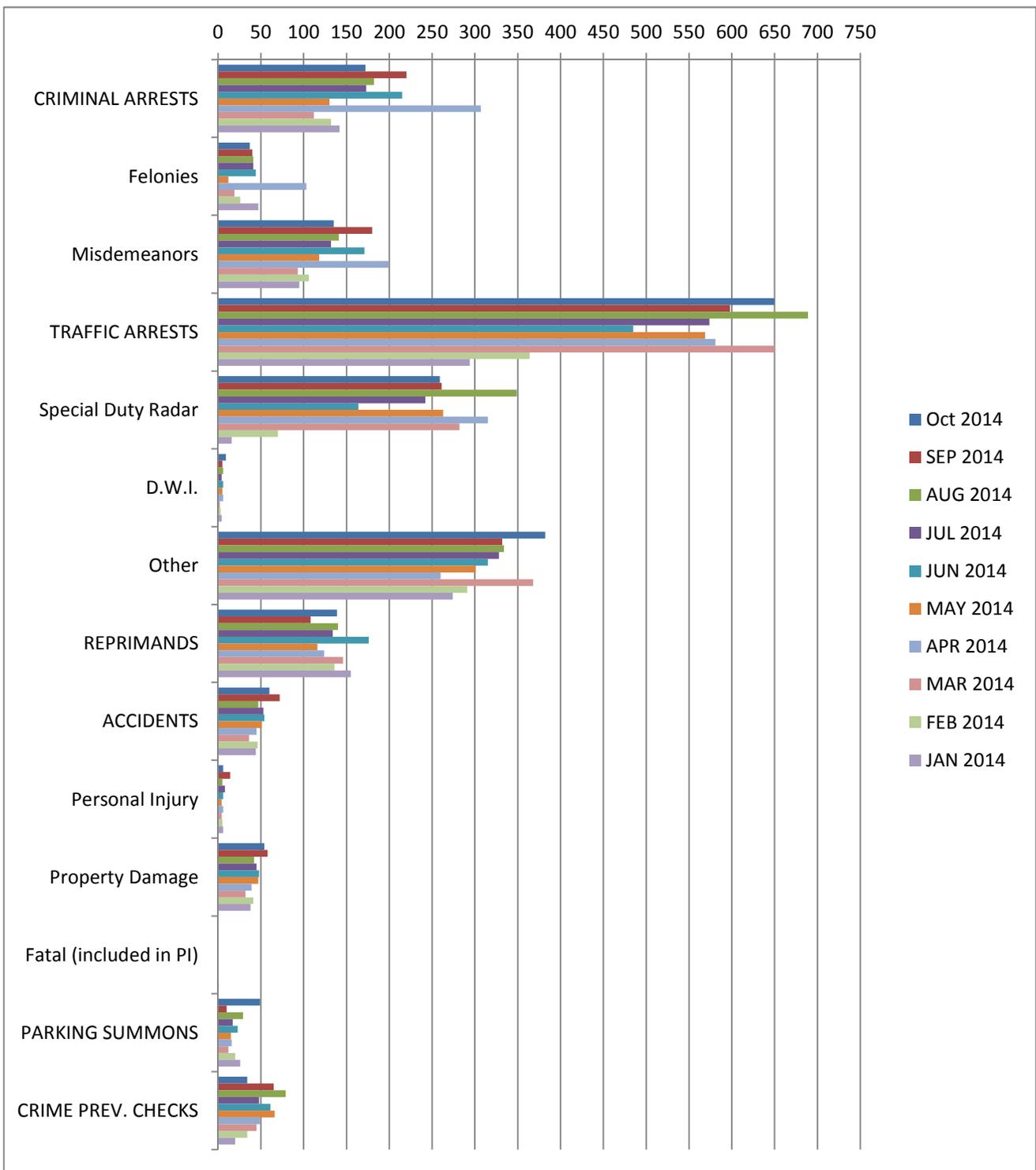
- Handled 15 complaints for the month of October. Also assisted the Dean of Students with various internal discipline matters.
- Coordinated and worked the MHS Homecoming parade and events along with Cpl. Smith and Pfc. Bloodsworth

Cpl. Smith:

- Handled 26 complaints for the month of October including three arrests, one involving drugs and two as a result of a fight at Milford Central Academy. Other complaints included speaking to students at the request of counselors and parents, parking violations, assault on a staff member, disorderly conduct, theft, harassment, assist other agency, traffic accident and various miscellaneous investigations and other public assists.
- Assisted with several special events and conducted a presentation for the cub scouts as well as a presentation to the Rotary at Rookery North.
- Camera training for the school district.

OCT 2014 ACTIVITY REPORT

	Oct 2014	TOTAL 2014	OCT 2013	TOTAL 2013
COMPLAINTS	1341	12342	1077	11081
CRIMINAL ARRESTS	172	1785	260	1456
Felonies	37	410	29	284
Misdemeanors	135	1370	177	1118
TRAFFIC ARRESTS	650	5454	403	3888
Special Duty Radar	259	2221	96	877
D.W.I.	9	50	3	31
Other	382	3185	304	2986
REPRIMANDS	139	1374	103	1344
ACCIDENTS	60	508	49	499
Personal Injury	6	64	6	63
Property Damage	54	444	43	436
Fatal (included in PI)	0	1	0	1
PARKING SUMMONS	49	217	27	183
CRIME PREV. CHECKS	34	501	25	378
FINES RECEIVED	\$ 15,271.72	\$ 116,043.95	\$ 7,174.87	\$ 99,656.47





OFFICE OF THE CITY MANAGER
RICHARD D. CARMEAN
TELEPHONE 302-424-3712, FAX 302-424-3558

201 SOUTH WALNUT STREET
MILFORD, DE 19963
www.cityofmilford.com

COUNCIL REPORT NOVEMBER 10, 2014

ADMINISTRATION

The position of Planner/Economic Development Director has been closed to further applications. I have asked Mayor Shupe and Councilman Grier to look at the applications and give me recommendations for at least three applicants to be interviewed. Due to my limited time left as your city manager I have also asked my successor Mr. Medlarz to participate in the selection process.

Mr. Brad Dennehy has started working closely with Gary Emory to familiarize himself with the operations of Parks and Recreation. Due to the need for continued supervision of Public Works Mr. Dennehy will also continue to assist me in overseeing our varied departments.

ELECTRIC

Our electric crews have been getting our Christmas decorations in place for the holiday season. This work has to be done in conjunction with work assignments that must be accomplished normally. Several of our departments help with this yearly project, and I think they do a great job with considerable teamwork.

Additional lighting for the rear parking lot of city hall has been designed and the equipment to do the job has been ordered.

SEWER AND WATER

The shop drawings are complete for our new water tower. Foundation and structure work will begin shortly. Teal Construction is about finished with the water main extension to the tower site.

We have a firm commitment from USDA for the loan and grant for Phase I of our proposed sewer improvements. Once we have approval on the Phase II monies and grant we will move on to a public referendum. As Mayor and Council are aware the City will receive grants of 2 million dollars for the projects.

STREETS AND SOLID WASTE

S. E. Front St. is continuing to be a challenge, but I believe it will be completed by Thanksgiving. We had intended to begin paving last week but a problem came to light on Columbia Street, which is a part of this project, when the milling was done at the depth of 1 ½ inches. At that depth construction workers realized that there was no base beneath the blacktop.

It became a dirt road that certainly could not support new paving for very long. I therefore had to approve the removal of 5 or 6 inches of soil and replace it with millings from S. E. Front St. give a base for the new 1 ½ inch overlay. I have been assured the job will be done by the 26th. Handicapped accessibility to sidewalks on N. Washington St. should be accomplished by next Wednesday. Jerry's Paving will begin milling shortly after that, and finish the work in the next few weeks. My street superintendent feels confident that the overlay should be done before cold weather prevents it.



253 Najoles Road
Millersville, MD 21108

November 5, 2014

Mr. David Rutt
Moore & Rutt, P.A.
830 South DuPont Highway
Milford, DE 19963

Re: City of Milford Franchise Extension

Dear David:

I'm writing to notify you of Comcast's consent to extend the current November 18, 2014 expiration date of our cable Franchise Agreement with the City of Milford, Delaware until February 18, 2015. Comcast's agreement to the extension is subject to the following two understandings:

1. Comcast retains and reserves all of their franchise renewal rights under applicable law, including, without limitation, Communications Act Section 626 (47 U.S.C. § 546);
2. It is Comcast's position that having properly invoked the Communications Act Section 626 renewal provisions, Comcast would retain, even in the absence of an extension, the legal right to continue its operation in the City of Milford until the City had completed the Section 626 renewal process.

I look forward to working to successfully completing renewal of the City of Milford Franchise Agreement prior to that date.

Sincerely,

Chris Comer
Director of Government & Regulatory Affairs

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 Parks

Banneker Park

Bicentennial Park

Marshall Pond Park

Marvel Square Park

Memorial Park South

Tony Silicato Memorial Park

Library Square

Goat Island

Mispillion Riverwalk

Milford Dog Park

PUBLIC NOTICE
Notice of City of Milford Ordinance Review

The following ordinance is currently under review by Milford City Council:

ORDINANCE 2014-13
Chapter 190-Smoking Prohibited in City Parks, Building and Facilities

AN ORDINANCE OF THE CITY OF MILFORD PROHIBITING SMOKING IN CITY PARKS, BUILDINGS AND FACILITIES, SPECIFYING REQUIRED SIGNAGE, PROVIDING FOR ENFORCEMENT AND PENALTIES FOR VIOLATIONS THEREOF AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, a new chapter in the Code of the City of Milford is being created to prohibit smoking in all City parks, buildings and facilities; and

WHEREAS City parks are intended for the healthy enjoyment of all citizens, including children and youth; and

WHEREAS smoking and tobacco use in parks can result in litter of cigarette butts, cigar butts and other tobacco-related waste which can cause environmental degradation and pose a health risk to children and animals; and

WHEREAS studies have shown that children and youth exposed to smoking and tobacco use are more likely to smoke when they get older; and

WHEREAS many parks in the City contain trees and plants that can be combustible, particularly in the dry summer months and pose an increased risk of fire; and

WHEREAS, on September 23, 2014, the Community Affairs Committee and Parks and Recreation Committee recommended a smoking ban in City Parks; and

WHEREAS, City Council has previously taken formal action by voting on a policy which prohibits smoking in City Buildings and Facilities.

NOW, THEREFORE, THE CITY OF MILFORD HEREBY ORDAINS:

Section 1. The Code of the City of Milford is hereby amended by adding thereto a new Chapter 190, to be entitled Smoking Prohibited in City Parks, Buildings and Facilities to read as follows:

Section 2. CHAPTER 190. SMOKING PROHIBITED IN CITY PARKS, BUILDINGS AND FACILITIES.

§ 190-1 Definitions.

§ 190-2 Smoking prohibited.

§ 190-3 Park Conditions.

§ 190-4 Enforcement and Civil Penalties.

§ 190-5 Payment.

§ 190-6. Procedure to Contest a Violation.

§ 190-1 Definitions.

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

Parks and Recreation Director: City of Milford Parks and Recreation Director and any employee or designee thereof.

Smoking: The combustion in any cigar, cigarette, pipe, or any other similar article or any device, of tobacco or other combustible substance.

§ 190-2 Smoking prohibited.

(A) Parks.

(1) Smoking shall be prohibited at all times in all City of Milford public parks and playgrounds, including, without limitation:

- a. Banneker Park
- b. Bicentennial Park
- c. Marshall Pond Park
- d. Marvel Square Park
- e. Memorial Park South
- f. Tony Silicato Memorial Park
- g. Library Square
- h. Milford Library Amphitheater
- i. Goat Island
- j. Mispillion Riverwalk
- k. Milford Dog Park

(B) Smoking is prohibited at all parks and playground areas owned by the city and open to the public.

(C) Smoking is prohibited in a building or facility owned, leased or operated by the City of Milford.

§ 190-3 Park Conditions.

A. At the entrance(s) of each designated park, there shall be appropriate signage designating the prohibition.

§ 190-4 Enforcement and Civil Penalties.

(A) The Milford Police Department shall enforce this chapter.

(B) Any person who violates any provision of this chapter shall be subject to a civil penalty of \$25 beginning with the second violation and not less than \$50 for each subsequent violation.

(C) City Code Officials and the Parks and Recreation Director shall have the authority to eject from a park facility any person in violation of this chapter.

§190-5 Payment.

All payments for civil penalties received under this chapter shall be delivered to the Milford Police Department (payable to the City of Milford) within thirty (30) days after receipt.

§190-6 Procedure to Contest a Violation.

Persons who wish to contest the validity of a smoking violation under this chapter may contest the violation by appealing the decision to the Justice of the Peace Court, which shall have exclusive jurisdiction to hear the appeal.

Section 3. Dates.

Introduction: 11/10/2014

Adoption: 11/24/2014 (Projected)

Additional information is available through the City of Milford website at cityofmilford.com or by contacting the City of Milford Offices at 302-424-3712.



Display Sales
10925 Nesbitt Ave S
Bloomington, MN 55437

INVOICE

Page Number: 1
Invoice Number: INV0098321
Invoice Date: 10/23/2014
Order Number: 203123-0

Please visit us on the web at www.displaysales.com

Customer

047351
MILFORD PARKS DEPARTMENT
207 FRANKLIN ST

Ship To

MILFORD PARKS DEPARTMENT
207 FRANKLIN ST

MILFORD, DE 19963

MILFORD, DE 19963

Salesperson:	Customer Purchase Order:	Terms:	Ship Date:	Due Date:	Shipped Via:	Ship Terms:
Josh Matrella (259)	GARY EMORY	Net 20 days	10/23/2014	11/12/2014		FOB Origin

Item Number	Description	Ordered	Shipped	Back Ord	UOM	Unit Price	Extended Amount
GATIM2514LED6	25' LIT GARLAND NATURAL TIMBERLINE W/LED 6" O/C	23	23	0	EA	\$199.00	\$4,577.00
LALEDC7WWH	C7 LED WARM WHITE	1,150	1,150	0	EA	\$0.00	\$0.00

50% OFM - \$2,466.00 - P#031627
50% (Discretionary Funds?) \$2,466.00
(Approved by R. Carman)
City Manager

Remit Payment To:

Display Sales Company
10925 Nesbitt Avenue S
Bloomington, MN 55437

Toll Free: (800) 328-6195
Local: (952) 885-0100
Fax: (952) 885-0099

Email: cust.serv@displaysales.com

Subtotal:	\$4,577.00
Shipping & Handling:	\$355.00
Tax:	\$0.00
Invoice Total:	\$4,932.00
Payment:	\$0.00
Amount Due:	\$4,932.00

Please pay from this invoice.

Past due invoices are subject to a finance charge of 1.5% per month which is an annual rate of 18%

GRAPHIC ART SERVICE:

Display Sales encourages customers to provide vector based artwork so that the process of proofing and printing may proceed quickly without interruption. Otherwise, if artwork is unusable, graphic art services will be billed at \$75 per hour to correct unusable art, redraw non-formatted art, or design and create custom imagery (per customer request). Alterations are \$40 per hour. You will be contacted by one of our Graphic Arts team and provided a proof. Send your artwork to: artwork@displaysales.com

PRODUCTION TIMEFRAMES:

Normal production time is 15 working days AFTER art proof is approved and down payment is received.

TERMS:

- 50% down payment prior to production on custom imprinted products.
- Check, Non-cancellable Purchase Order, or credit card accepted for down payment.
- Balance due net 20 days after final invoice.
- F.O.B. Display Sales ~ shipping & handling charges based on destination and size of order.

WARRANTIES for DECORATIONS:

- All invoices for products must be paid in full before warranty is in effect
- 5 SEASONS* - protection on steel frames and pole installation hardware
- 3 SEASONS* - protection on decoration components: Pine and Metallic garlands, electrical wiring harnesses, sockets, plugs, powder coating and paint on decoration frames. Also included: heavy insulated 12 gauge and 14 gauge electrical wiring, and 16 gauge SureLock™ Wire sets.

* One SEASON equals (3) months.

NOT COVERED BY WARRANTY:

Damage or rusting caused by ice load; air borne road salt and/or other corrosives; bulb breakages/burnout/discoloring/fading; damage from electrical shorts or power surges; miniature light sets; rope light product; damage in transit; inappropriate handling/storage/installation; and products that are installed too low on light poles that lend themselves to vandalism and being hit by trucks. Any acts of Nature. Due to exposure to sunlight, all products are susceptible to some fading.

All REPAIR and/or REPLACEMENT must be pre-approved by Display Sales customer service representative.

WARRANTIES for BANNERS:

- VINYL - 100% prorated for 4 SEASONS* or 12 months of continuous use
- POLY CANVAS and WEATHERGUARD - 100% NOT prorated for 4 SEASONS* or 12 months of continuous use
- BRACKET SYSTEMS - 100% NOT prorated for 5 years of continuous use & service from date of purchase.

* One SEASON equals (3) months.

NOT COVERED BY WARRANTY:

Any banner greater than 30" x 84" in size or any banner not installed using a top and bottom rod pocket.

Failure to install bracket systems and banners according to Display Sales installation instructions or to store banners properly will void this warranty. Any acts of Nature.

All REPAIR and/or REPLACEMENT must be pre-approved by Display Sales customer service representative.

WARRANTY RESPONSIBILITY:

Customer is responsible for the cost of removal, reinstallation and shipping incurred for merchandise being repaired or replaced. Customer participation is required to troubleshoot product issues, which will provide a timely resolution.

SHIPPING & FREIGHT RESPONSIBILITY:

All product is shipped via FOB origin Display Sales. Customer takes ownership of the product once it is picked up by the carrier and is responsible for it at that point. UPS, Fed EX, and LTL trucking companies are common carriers.

Customer is responsible for counting the number of boxes delivered and inspecting the boxes for any visible damage. For LTL shipments, customer must sign the delivery receipt as "damaged" or "missing boxes" if this is the case. Display Sales is ineligible to file a freight claim on your behalf if this is not noted on the delivery receipt. Customer will then incur all product replacement costs.

Freight charges after delivery may occur for additional services rendered per customer request. For example, a call ahead of delivery, scheduling a delivery appointment, driver unloading the truck, residential delivery, change of delivery address, delivery inside an office, lift gate, and congestion fee based on limited access to delivery address. Customer agrees to pay all additional charges requested.

RETURN POLICY:

Returns are accepted within 30 days of purchase providing a proper Return Goods Authorization (RGA) number is first obtained. Please call 1-800-328-6195 to obtain your RGA number. Shipping charges are not refundable on orders that have been shipped. Items must be in their original condition and original packaging. No returns will be accepted nor credit given for items not in their original condition.

Restocking fees up to 25% may apply to items returned without a RGA number



Proposal and Agreement # 7389-1-0

Date: October 28, 2014

Division of Sales & Estimating

Client Name:	City of Milford
Project Name:	City of Milford- IP Camera Installation
<hr/>	
Project Location:	201 South Walnut Street Milford, DE
Submitted To:	Christine R. Crouch, CCrouch@milford-de.gov , 302.424.3712 x308 Bill Coalson, Billcoalson@advantechsecurity.net , (302) 674-8405, fax (302) 674-3698, www.advantechsecurity.net
Submitted By:	

Scope of Work:

As per our walkthrough on 10-22-14 Advantech will provide the following IP camera material and installation material for the City of Milford Town Hall Building.

- Advantech shall provide and install (1) one Honeywell Max Pro NVR (network video recorder). This NVR will archive video for 30 day's as required. This recorder will also be setup to record on motion only.
- Advantech shall provide and install (4) four new interior Honeywell IP cameras. Two of the cameras will be installed in the chambers room and the other two will be installed in the main lobby.
- Advantech shall provide and install (3) three new outdoor Honeywell IP cameras. Two of the cameras will look at the back parking lot and the other camera will look at the stairs of the main entrance and the driveway.
- Advantech shall provide and install (1) one half height rack, (1) one APC ups, (1) one PoE switch in the closet right next to the server room on the ground floor.
- Advantech shall provide and install all the CAT6 cable required for this installation.

Special Conditions:

- 1) Advantech's normal business hours are M-F 8am to 5pm.
- 2) Overtime is excluded from this proposal.
- 3) Advantech excludes any 120v power
- 4) Any necessary patching, painting, drywall repair, etc. by client.
- 5) Advantech assumes that a network connection will be provided in the closet where the rack and the NVR will be installed.
- 6) Advantech excludes any workstations that will be required to see the cameras remotely by the Milford police or at the reception desk near the main entrance.

- 7) A static IP address will need to be provided for the cameras to be viewed remotely by the Milford Police or at the main entrance as required.
- 8) This job was quoted without prevailing wage rates. If this needs to be prevailing wage than a new quote will need to be done.
- 9) Advantech spoke with DTI and they do not need to be involved in this job as discussed in our meeting on 10-22-14.
- 10) Advantech excludes any monitors at the Milford Police station or at the main entrance.

System Components – (Video System):

Manufacturer	Model	Description	QTY
APC	SMT1000RM2U	APC - SMT1000RM2U Rack Mount - 2RU - 1000 VA UPS,	1
D-Link	DGS-1510-28P	Network Switch 28 port, 24 PoE 10/100/1000, 4 SFP	1
Honeywell Video	HD4CHIP-WK	Wall Mounts	3
Honeywell Video	H3D2F1	ONVIF IP H.264 Inr ONLY Dome 1080p Res Day/Night	4
Honeywell Video	HNMXE16B03T	MaxPro NVR XE 16CH, 3TB, 2x1 Gig Ethernet Ports	1
Honeywell Video	H4D2S2	IP Mini Dome In/Outdoor 1080P TDN P-IRIS 3-9mm	3
ICC	107L6BC	Biscuit Cat6 Module & 1 Port Box IV	8
Lowell	LPPR-2432	Rack-Studio-24U, 32in D	1
Panpacific	110-PP6-128	Cat6 12 Port Patch Panel	1
REMEE	6B234UTPM3W	CAT6 Plenum White CMP 100'	15
View Sonic	VX2452MH-LED	View sonic 24 LED 1080 Full HD TV HDMI, DVI, VGA	1
YC	FER6E-007-PUR	Cat6 7' Patch Cable (Purple)	9
YC	FER6E-001-PUR	Cat6 1' Patch Cable (Purple)	8

Investment Summary

Purchase

IP Camera System: **\$14,995.00** Initial to Accept: _____

Software Support and Upgrade Plan: **\$100.00/mo.** Initial to Accept: _____

Payment Terms: Due Semi-Annually in Advance upon Job Completion

Service Plan: **\$183.00/mo.** Initial to Accept: _____

Payment Terms: Due Semi-Annually in Advance upon Job Completion

Leasing Options:

24 months	36 months	48 months
\$722.76	\$508.33	\$406.36
63 months	72 Months	
\$332.89	\$294.65	

Project Pricing and Payment Terms and Conditions, unless otherwise noted in this proposal:

- Payment Terms – 50% upon commencement of Project, 50% upon completion.
- If payments are not received by Advantech in accordance to the terms and conditions in this proposal, Advantech may immediately cease all work on the project. In this event, all invoiced amounts shall remain due in accordance with all applicable conditions of this proposal. Advantech shall not be penalized or held responsible for any resulting project delays or associated damages.
- Failure of Client to arrange training or acceptance tests in a timely manner or failure of invited participants to attend shall not be cause to delay any payments to Advantech, delay the commencement of warranty coverage or project close-out.
- Advantech has included no taxes in the project price. If taxes are applicable they will be added to each invoice in the respective amount.
- If there are any additional requirements imposed by an authority having jurisdiction, a change order to Advantech may be required.
- Upon notification of which Alternates are approved, Advantech will prepare and submit to Client a Schedule of Values for project invoicing purposes. Advantech shall invoice Client for Items or percentages of items listed in the schedule of values. Invoices shall be submitted monthly for the percentage of each item anticipated to be completed or in stock during that month's billing cycle. Payment shall be made to Advantech in full, no more than thirty (30) days from the Advantech invoice date. Client has the option of storing parts that have been invoiced, at time of release of payment to Advantech for those parts. If Client chooses to store parts, Client shall be responsible for damage or theft of stored parts.

Schedule of Services:

Software & Technical Support Plan:

The Software Support Program is a cost-effective, comprehensive software investment protection program designed to provide coverage for your new security management system investment. This investment will ensure that your new system will operate at maximum capacity throughout the entire lifecycle. Advantech prides itself on being able to provide our customers with priority service and support, resulting in satisfied customers and long-lasting relationships. This program includes manufacturer and local dealer support for the Advantech supplied and installed software to include all upgrades, patches, hot-fixes, new releases and 24x7 telephone support. Advantech, supported by the Manufacturer, shall provide comprehensive software and technical support as outlined below:

- 24/7/365 Support: Includes on-site support when necessary. Includes telephone technical support by Advantech and Honeywell. Includes remote VPN diagnostic and software support.*
- Optimized Software Performance: Customer shall be provided new software releases, software upgrades, service pack upgrades, patches and fixes through life of agreement.

- Items not covered: Diagnostic or repair of customer provided items or responsibilities.
- * Remote VPN diagnostic and software support requires customer to provide Advantech with high-speed VPN capabilities.

Service Plan:

Availability: Seven days a week, 24 hours a day.

Pricing: The proposed service plan price has been calculated reflecting the standard 1 year limited warranty. This allows for the customer to receive all services in excess on the standard 1 year limited warranty from initial project completion. In the event the customer would like to purchase the service plan upon the completion of year one the below value shall be adjusted to reflect a price increase.

Technical Support: Advantech shall provide 24/7 telephone and email technical support for equipment. This service shall be 100% covered for each and every service plan customer. This service is billable to non-service plan holders.

Response Status: Priority response: Customers with a Service Agreement will receive a faster response to their service request than non-Service Agreement Customers.

Parts Coverage: All parts as listed in this proposal's System Components are covered as part of this plan.

Labor Coverage: All labor provided in this proposal's scope of work is covered under this plan, unless otherwise noted.

Instant Loaner: We maintain a service pool of like equipment specifically designed to support our Full Service Plan clients. If our field technicians are not able to repair a piece of faulty equipment at your location, then we will replace it with a loaner, keeping your system up and running. The defective equipment will be repaired at our facility, and returned to your site accordingly. Exclusions: Due to rapid changes / advances in technology and the typical application specific configuration of Advantech supplied PC's, servers, workstations, and / or any PC running non Advantech supplied software / applications will not be covered under the instant loaner program.

Items Not Covered: This includes damage caused by misuse, abuse, accident, disaster, fire, flood, water, wind, lightning, and Acts of God. In addition, items designed to fail in order to protect the equipment, such as power and/or lightning suppressors, are also not covered by this plan.

Preventative Maintenance: Advantech shall perform an annual site visit to inspect the systems covered under this agreement. This inspection shall consist of testing the software, hardware, and field devices for functionality. Any major deficiencies found shall be corrected either on site, or as quickly as possible. This maintenance shall not include the replacement of parts

which are in working condition. This inspection can only verify proper operation of the equipment at the time of the inspection, failure of inspected equipment is possible at any time.

General Conditions:

I. SERVICE COVERAGE PLAN. A. ADVANTECH hereby warrants to CLIENT alone only that all of the material is installed in a good and workmanlike manner. In the event that any part shall become defective while the service coverage plan is in effect, ADVANTECH shall replace or repair the defective part without charge to CLIENT. B. If CLIENT shall discover a defect in the products supplied under this agreement, CLIENT should immediately contact ADVANTECH in writing or by telephone, at the address and telephone number set forth, and fully describe the nature of the defect so that repair service may be rendered. C. This plan does not cover any damage to components, material or equipment caused by accident, vandalism, CLIENT negligence, flood, water, lightning, fire, intrusion, abuse, misuse, act of terrorism, act of God, any casualty, including electricity, attempted unauthorized repair service, modification or improper installation by anyone other than ADVANTECH, or any other cause other than ordinary wear and tear. ADVANTECH shall not be liable for any general, direct, special, exemplary, punitive, statutory multiple, incidental or consequential damages. CLIENT acknowledges: that any affirmation of fact or promise made by ADVANTECH shall not be deemed to create an express warranty; that ADVANTECH does not make any representation or warranty, including any implied warranty of merchantability or fitness that the system or service supplied may not be compromised, circumvented, or the system or services will in all cases provide the signaling, monitoring and response for which it was intended; that CLIENT is not relying on ADVANTECH's skill or judgment in selecting or furnishing a system suitable for any particular purpose; that there are no express warranties which extend beyond those on the face of the agreement hereof, or herein, and that all implied warranties, if any, coincide with the duration of this warranty.

II. MONITORING, INSPECTION &/OR SERVICE COVERAGE PLANS - TERM, RENEWAL & RATES. The term is three (3) years. At the end of the initial three year term (three (3) years from the Agreement Date) or any subsequent renewal term, the Agreement will automatically renew for an additional three year term, unless either CLIENT or ADVANTECH gives written notice to the other of cancellation at least thirty (30) days before the expiration of the term (by certified or registered mail). If CLIENT defaults or cancels before the end of the term, all services by ADVANTECH will terminate, but all payments then due from CLIENT, including future scheduled payments to the end of the current three year term accelerate and become immediately due and payable to ADVANTECH. ADVANTECH has the right to terminate this Agreement ten (10) days after written notice, if CLIENT fails to make timely payments or if CLIENT willfully or negligently causes repeated false alarms. In order to properly adjust its rates to meet changing business conditions, ADVANTECH may, at any time after one (1) year from the date of this Agreement, increase monitoring or maintenance charges by giving CLIENT written notice of the change. CLIENT then has the option within thirty (30) days to cancel this Agreement without penalty.

III. SERVICE. Upon CLIENT request ADVANTECH shall provide service to the system. Unless covered by the Limited Warranty or a Service Plan CLIENT agrees to pay for labor and components at ADVANTECH's prevailing rates at the time the service is provided

IV. Communications, Equipment, and Services. CLIENT understands and acknowledges as follows: A. the System may transmit video, voice and data to a monitoring location or elsewhere using one or more forms of communication equipment or services, including, without limitation, a telephone network, computer network or data cabling. B. some or all of these communications equipment or services may access or incorporate the Internet, a local or wide area network or some other form of computer network to transmit or retrieve data; for data transmitted by a telephone network, there are various types of telephone line services including, without limitation, a CLIENT-owned or operated network facility, direct wire, derived channel, multiplex, DSL, T-1, ISDN and various other forms of service. CLIENT understands that video, voice and data may be transmitted by these services, and that all of these services are outside the control of ADVANTECH, and ADVANTECH has no responsibility for video, voice and data transmission failure. C. ADVANTECH may arrange for monitoring with a central monitoring station. CLIENT agrees that ADVANTECH's obligations are limited to Agreement execution, fee collection and changes in central station monitoring data upon notification by CLIENT. CLIENT agrees to notify ADVANTECH of any name, telephone number or other contact information changes to CLIENT's alarm notification list. D. ADVANTECH can only confirm system functionality at the time of inspection or testing. CLIENT understands and acknowledges that all systems, products, or equipment have the potential of improper operation at any time. It is recommended that CLIENT conduct periodic testing in accordance with CLIENT's risk tolerance.

V. PERIPHERAL EQUIPMENT ADVANTECH is not obligated to provide service or ensure operation of any equipment not installed by ADVANTECH even if such equipment is monitored by ADVANTECH's system.

VI. DELAYS & INTERRUPTIONS ADVANTECH assumes no liability for delays in installation, monitoring, inspections or service, or for interruptions due to strikes, riots, floods, fire, acts of terrorism, acts of God or any cause beyond its control, including interruption of alarm, video and data transmission, and is not required to perform its duties under this Agreement while any such cause continues.

VII. LIMITATION OF DAMAGES. A. CLIENT understands and agrees that ADVANTECH is not an insurer and that insurance covering personal injury and property loss or damage on CLIENT's premises must be obtained by CLIENT; that CLIENT's payments to ADVANTECH under this agreement are based solely on the value of the products or services provided and are unrelated to the value of CLIENT's property or that of others located on CLIENT's premises; that ADVANTECH makes no guarantee, representation or warranty including any implied warranty of merchantability or fitness for a particular purpose, that the product or service supplied will avert or prevent occurrences or the consequences there from which the system or service is intended to detect or avert. B. CLIENT understands and agrees that if ADVANTECH is found liable for any loss or damage from a failure to perform its obligations or from an equipment failure, ADVANTECH's liability is limited to five hundred dollars, and this liability will be exclusive and will apply if loss or damage irrespective of cause or origin, results directly or indirectly to persons or property from performance or non-performance of any of ADVANTECH's obligations or from negligence, of any kind, of ADVANTECH, its employees or agents. C. When CLIENT has the property of others in CLIENT's care, custody, or control; or the products extend to protect the persons or property of others, CLIENT agrees to and will indemnify, defend and hold harmless ADVANTECH, its employees and agents, for and against all claims brought by owners of said property, or third parties, arising from ADVANTECH's products and services provided under this agreement. This provision applies to all claims regardless of cause including ADVANTECH's performance or non-performance, including defects in products, design, installation, maintenance, operation or non-operation of the product whether based upon negligence, active or passive, express or implied agreement or warranty, contribution or indemnification, or strict or product liability on the part of ADVANTECH, its employees or agents, but this provision will not apply to claims for loss or damage solely and directly caused by ADVANTECH's employees while on CLIENT's premises.

VIII. AGREEMENTUAL LIMITATION OF ACTIONS. All claims, actions or proceedings, legal or equitable, against ADVANTECH or Representatives must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension of time, or said claim, action or proceeding is barred. Time is of the essence with regard to this paragraph.

IX. MISCELLANEOUS TERMS A. ADVANTECH may assign its rights and duties under this Agreement at any time. B. If any payment by CLIENT is received by ADVANTECH more than 30 days after the due date, CLIENT agrees to pay a late charge of 5% of the amount of the payment, and interest from the due date on the entire balance due and owing at the rate of 1.5% per month. CLIENT agrees to pay ADVANTECH any and all damages or losses incurred by ADVANTECH resulting from the default, including costs incurred by ADVANTECH in collection, reasonable attorney and legal fees, costs, pre and post judgment interest at the maximum contractual rate, and any other reasonable and related expenses of collection, without adjustment for valuations or appraisals. C. It is mutually understood and agreed that any representation, promise, inducement, advertising or other statement, condition, inducement or warranty, express or implied, whether written or verbal, not included in writing in the Agreement will not be binding upon either party. Each party represents that it/he/she is not relying on any inducement in signing this agreement that is not expressed in this agreement. D. The Agreement may not be altered, modified or otherwise changed except with the written consent of both parties as an addendum to this Agreement. If any of the terms or conditions of the Agreement shall be declared invalid or inoperative, all of the remaining terms and conditions will remain in full force and effect. CLIENT hereby acknowledges receipt of a copy of this Agreement, and that CLIENT has read and thoroughly understands its terms. E. The conditions of this Agreement shall cover all subsequent work for CLIENT by ADVANTECH, its sub-contractors or assignees and shall remain in full force and effect even after the termination of any monitoring, inspection or service term.

Accepted By: _____

Date: _____

Print Name: _____



United Security Products, Inc.

HUB™ Brand

Hold UP Buttons

USPs' HUB™ Brand Hold Up Buttons, have set the standard for quality throughout the industry. The switch is manufactured with gold, silver and copper for maximum conductivity and corrosion resistance, with a current rating of 10 Amps, and a voltage rating of 125/250 volts. Button Locating Ridges are a HUB™ exclusive. U.S. and World patents pending.

About USP

United Security Products, Inc. has supplied quality products to the security alarm industry for over 40 years, with proven performance in more than 100 million installations. Security systems dealers rely on USP for the most innovative products in the security industry. For your next installation, be sure to specify USP products.

HUB™

SERIES HOLD UP BUTTONS

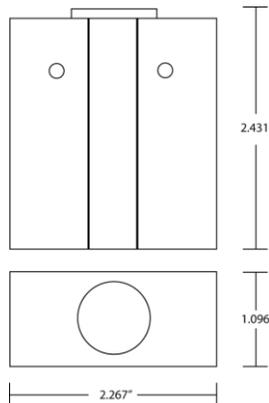
Hold-Up Buttons HUB Series



Give your customers the industry standard in high quality Hold-Up Buttons. The switch inside the case is manufactured with gold, silver and copper. We require the highest standard of components and take the extra time to hand-assemble the units in the USA to assure reliability.

Features

- Nickel Plated Brass Terminals
- Impact Resistant Housing
- Copper Alloy Blades
- Gold or Silver Crosspoint Contacts
- Silent Actuating Button
- UL and ULC Listed
- Voltage Rating: 125/250
- Current Rating: 10 Amps



Model	Switch Type	Operation	Terminal Configuration
HUB2	DPDT	LATCHING	6 SOLDER TERMINALS
HUB2A	DPDT	LATCHING	3 SOLDER/3 SCREW TERMINALS
HUB2B	DPDT	LATCHING	6 SCREW TERMINALS
HUB2S	SPDT	MOMENTARY	3 SOLDER TERMINALS
HUB2SA	SPDT	MOMENTARY	3 SCREW TERMINALS
HUB3	DPDT	MOMENTARY	6 SOLDER TERMINALS
HUB3A	DPDT	MOMENTARY	3 SOLDER/3 SCREW TERMINALS
HUB3B	DPDT	MOMENTARY	6 SCREW TERMINALS
HUB-RT	RESET TOOL FOR HOLD UP BUTTONS		



United Security Products, Inc.

United Security Products • 13250 Gregg St. Suite B • Poway, CA 92064
Toll Free: 800-227-1592 • Tel: 858-413-0149 • Fax: 858-413-0124
www.unitedsecurity.com

40 Years of Superior American Manufacturing
Made in U.S.A
U.S. and FOREIGN PATENTS PENDING

DELAWARE ELECTRIC SIGNAL CO., INC.

PROPOSAL # 17759

145 S. New St. * Dover, Delaware 19904
Phone (302)674-2600 / 422-3916 / 1-800-252-7670 / FAX (302)734-4878

PAGE 1

DATE: 11/03/2014

TO CITY OF MILFORD
ATTN: CHRISTINE CROUCH
10 SE 2ND STREET
MILFORD, DE 19963
CCROUCH@MILFORD-DE.GOV

PHONE: 302-422-3712 (x308)
JOB NAME: CITY HALL
201 S. WALNUT ST, MILFORD
ACCT NUMBER: P0159

PANIC BUTTONS - PURCHASE

QTY	STOCK NUMBER	DESCRIPTION	
4.00	HUB-2	HARD-WIRED PANIC BUTTONS	
1.00		ZONE EXPANDER BOARD	
		- CONNECT TO EXISTING SECURITY PANEL	
		MISC CABLE & HARDWARE	
TOTAL COST OF ALL EQUIPMENT AND INSTALLATION			\$ 970.00

- * NOTE: 1) CHRISTINE WILL SHOW THE TECH WHERE THE BUTTONS ARE TO BE INSTALLED.
- 2) PANIC BUTTONS WILL TRIGGER A "GENERAL" PANIC ALARM. CUSTOMER TO INDICATE IF PANIC ACTIVATION IS TO BE SILENT OR AUDIBLE.

- * 12 MONTH WARRANTY ON ALL NEW PARTS AND LABOR DURING NORMAL BUSINESS HOURS
- * OWNER TO PROVIDE 110VAC AS NEEDED

Payment to be made as follows:
50% DOWN AND BALANCE DUE UPON COMPLETION

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Authorized Signature _____

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance _____

Please sign and return this copy if this proposal is accepted.

PUBLIC NOTICE
Notice of City of Milford Ordinance Review

The following ordinance is currently under review by Milford City Council:

Ordinance 2014-15
Chapter 193
Solid Waste Management

AN ORDINANCE APPROVING AN AMENDMENT TO ARTICLE III YARD WASTE OF CHAPTER 193 SOLID WASTE MANAGEMENT OF THE CODE OF THE CITY OF MILFORD.

WHEREAS, the City of Milford, mindful of its responsibilities to protect and maintain the public health, safety and welfare of its residents, provides for the collection of solid waste materials; and

WHEREAS, the City currently limits yard waste collection beginning on April 1st and ending October 31st of each year; and

WHEREAS, the City is willing to provide yard waste collection on an every-other-week basis as a year-round service to its solid waste customers; and

NOW, THEREFORE, THE CITY OF MILFORD HEREBY ORDAINS:

Section 1. The Code of the City of Milford is hereby amended by removing the time limitation for yard waste collection and changing it to a year-round service.

Section 2. Section 193-14, Collection Procedures is hereby amended to read as follows:

ARTICLE III YARD WASTE

193-14. Collection Procedures

A. The city will ~~provide for the collection of~~ **collect** yard waste, ~~from April 1 through October 31 of each year~~, provided that such yard waste is deposited into the yard waste containers issued by the city. Disposal of yard waste that will not fit into the container shall be the responsibility of the property owner.

Section 3. Article III Yard Waste, Section 193-15A & Section 193-15B, Collection & Rate Schedule, is hereby amended to read as follows:

193-15. Collection & Rate Schedule.

A. The City will collect yard waste as described in Section 193-~~10A~~ 14A once every other week.

B. The loose leaf curbside collection as described in Section 193-~~10A~~ 14B will be collected once each week.

Additional information is available through the City of Milford website at cityofmilford.com or by contacting the City of Milford Offices at 302-424-3712.

Attached you will find the Final copy of the "Floodplain Ordinance," Chapter 130. This ordinance has been reviewed by Gary Norris, Gregory Williams (DNREC), and Rebecca Quinn, (CFC from RCQuinn Consulting, Inc.) for compliance. After adoption, please send a finalized copy to Rebecca Quinn (*see correspondence below*)

In addition, I must also make two changes to Chapter 88, Building Code. (also attached).

Thank You,

Don Williams

Donald Williams
Building Inspector, City of Milford
dwilliams@milford-de.gov
302.422.6616 Ext 176
302.424-3559 (Fax)

Don,

No comments on the Chapter 88 changes, which modify the building code and residential code to reference Chapter 130 Floodplain Management for FIRMs. Attached is your final draft ready to accept all changes. I've renumbered it for you. Related to your deciding to use BFE + 18" there is a question about Zone AO. Call if my note isn't clear.

This is now ready for adoption. Please let me know your reading dates so DNREC can include them in a status report to FEMA.

Also, after adoption please scan the fully executed ordinance and send it to me. I prepare the approval package for DNREC to send to FEMA.

Rebecca C. Quinn, CFM
RCQuinn Consulting, Inc.
104 4th St NE #2
Charlottesville VA 22902
434-296-1349 (voice)
443-398-5005 (cell)
320-514-3513 (FAX)

Chapter 130
FLOODPLAIN MANAGEMENT

ARTICLE I
General Provisions

- § 130-1. Intent.
- § 130-2. Abrogation and greater restrictions.
- § 130-3. Applicability.
- § 130-4. Definitions.

ARTICLE II
Establishment of Floodplain Area

- § 130-5. Identification.
- § 130-6. Description.
- § 130-7. Changes in delineation of area.
- § 130-8. Boundary disputes.

ARTICLE III
Utilization of Floodplain Area

- § 130-9. Permitted uses.
- § 130-10. Encroachments.
- § 130-11. Alteration or relocation of watercourse.

ARTICLE IV
Criteria for Building and Site Plan Approval

- § 130-12. Building permit required.
- § 130-13. Basic permit format.

- § 130-14. Elevation and floodproofing information.
- § 130-15. Site plan criteria.

ARTICLE V
Specific Requirements

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[HISTORY: Adopted by the City Council of the City of Milford 9-14-1992. Amendments noted where applicable.]

GENERAL REFERENCES

Building construction — See Ch. 88.
Subdivision of land — See Ch. 200.

Zoning — See Ch. 230.

ARTICLE I
General Provisions

§ 130-1. Intent.

The intent of this chapter is to:

- A. Promote the general health, welfare and safety of the community.
- B. Encourage the utilization of appropriate construction practices in order to prevent or minimize flood damage in the future.
- C. Minimize danger to public health and safety by protecting water supply, sanitary sewage disposal and natural drainage.
- D. Reduce financial burdens imposed on the community, its governmental units and its residents by preventing the unwise design and construction of development in areas subject to flooding.

§ 130-2. Abrogation and greater restrictions.

This chapter supersedes any ordinances currently in effect in flood-prone areas. However, any ordinance shall remain in full force and effect to the extent that its provisions are more restrictive.

§ 130-3. Applicability.

- A. It shall be unlawful for any person, partnership, business or corporation to undertake or cause to be undertaken any development or the new construction, substantial improvement, placement or relocation of any structure (including manufactured homes) within the floodplain area unless a permit has been obtained from the Code Official. Additionally, where land is to be subdivided, utilized for a manufactured home park or subdivision or otherwise developed, a site plan must be submitted to, and approved by, the Code Official prior to any such development.
- B. Provisions of all other codes, ordinances and regulations shall be applicable insofar as they are consistent with the provisions of this chapter and the community's need to minimize the hazards and damage resulting from flooding.

§ 130-4. Definitions.

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

BASE FLOOD — The flood which has been selected to serve as the basis upon which the floodplain management provisions of this chapter and other ordinances have been prepared; for purposes of this chapter, the one-hundred-year flood.

BASEMENT — Any area of the building having its floor subgrade (below ground level) on all sides.

DEVELOPMENT — Any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

EXISTING MANUFACTURED HOME PARK OR SUBDIVISION — A manufactured home park or subdivision for which the construction of facilities for servicing the lot on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets and either final site grading or the pouring of concrete pads) is completed before the effective date of this chapter.

EXPANSION TO AN EXISTING MANUFACTURED HOME PARK OR SUBDIVISION — The preparation of additional sites by the construction of facilities for servicing the lot on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets and either final site grading or the pouring of concrete pads).

FLOOD — A general and temporary inundation of normally dry land areas.

FLOODPLAIN:

- A. A relatively flat or low land area adjoining a river, stream or watercourse which is subject to partial or complete inundation.
- B. An area subject to the unusual and rapid accumulation or runoff of surface waters from any source.

FLOODPROOFING — Any combination of structural and nonstructural additions, changes or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

FLOODWAY — The channel of a river or other watercourse and the adjacent land area that must be reserved to discharge the base flood without increasing the water surface elevation of that flood more than one foot at any point.

HISTORIC STRUCTURE — Any structure that is:

- A. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- B. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- C. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
- D. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - (1) By an approved state program as determined by the Secretary of the Interior; or
 - (2) Directly by the Secretary of the Interior in states without approved programs.

LOWEST FLOOR — The lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage, in an area other than a basement area is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable nonelevation design requirements of this chapter.

MANUFACTURED HOME — A structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a recreational vehicle.

MANUFACTURED HOME PARK OR SUBDIVISION — A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

NEW CONSTRUCTION — Structures for which the start of construction, as herein defined, commenced on or after September 14, 1992, and includes any subsequent improvements to such structures. [**Amended 6-12-1995**]

NEW MANUFACTURED HOME PARK OR SUBDIVISION — A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets and either final site grading or the pouring of concrete pads) is completed on or after September 14, 1992. [**Amended 6-12-1995**]

ONE-HUNDRED-YEAR FLOOD — A flood that has one chance in 100 or a one-percent chance of being equaled or exceeded in any given year.

PERSON — Any individual or group of individuals, corporation, partnership, association or other entity, including state and local governments and agencies.

PRINCIPALLY ABOVE GROUND — Where at least 51% of the actual cash value of a structure, less land value, is above ground.

RECREATIONAL VEHICLE — A vehicle which is built on a single chassis, 400 square feet or less when measured at the largest horizontal projection, designed to be self-propelled or permanently towable by a light-duty truck and designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel or seasonal use.

START OF CONSTRUCTION — For other than new construction or substantial improvements under the Coastal Barrier Resources Act, Pub. Law 97-348, includes substantial improvements and means the date the building permit was issued, provided that the actual start of construction, repair, reconstruction, rehabilitation, addition, placement or other improvement was within 180 days of the permit date.

- A. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of pipes, the construction of columns or any work beyond the stage of excavation, or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling, nor does it include the installation of streets and/or walkways, nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms, nor does it include

the installation on the property of accessory buildings, such as garages or sheds, not occupied as dwelling units or not part of the main structure.

- B. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

STRUCTURE — A walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

SUBSTANTIAL DAMAGE — Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50% of the market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT — Any repair, reconstruction, rehabilitation, addition or other improvement of a structure, the cost of which equals or exceeds 50% of the market value of the structure before the start of construction of the improvement. This term includes structures which have incurred substantial damage, as defined herein, regardless of the actual repair work performed. The term does not, however, include either:

- A. Any project for improvement of a structure to correct existing violations of state or local health, sanitary or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
- B. Any alteration of an historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure.

ARTICLE II

Establishment of Floodplain Area

§ 130-5. Identification.

The identified floodplain area shall be those areas of the City of Milford which are subject to the one-hundred-year flood, as shown on the Floodway Map or Flood Insurance Rate Map (FIRM) and described in the Flood Insurance Study (FIS) prepared for the City of Milford by the Federal Emergency Management Agency (FEMA) dated July 14, 1978, or the most recent revision thereof.

§ 130-6. Description.

The identified floodplain area shall consist of the following three specific areas:

- A. The floodway area shall be those areas identified as such in the FIS and as shown on the Floodway Map or FIRM. The term shall also include floodway areas identified in other studies for the approximated area discussed in Subsection C below.
- B. The floodway fringe area shall be those areas for which specific one-hundred-year-flood elevations have been provided in the FIS but which lie beyond the floodway area. These areas are shown on the Floodway Map or FIRM.

- C. The approximated area shall be those areas identified as an A Zone on the Floodway Map or FIRM included in the FIS prepared by FEMA and for which no one-hundred-year-flood elevations have been provided. For these areas, elevation and floodway information from other federal, state or other acceptable source shall be used when available. Where other acceptable information is not available, the elevation shall be determined by using the elevation of a point on the boundary of the identified floodplain area which is nearest the construction site. The City of Milford may require the applicant to determine the elevation with hydrologic and hydraulic engineering techniques. Hydrologic and hydraulic analyses shall be undertaken only by professional engineers or others of demonstrated qualifications, who shall certify that the technical methods used correctly reflect currently accepted technical concepts. Studies, analyses, computations, etc., shall be submitted in sufficient detail to allow a thorough technical review by the City of Milford.

§ 130-7. Changes in delineation of area.

The delineation of the identified floodplain area may be revised by the City of Milford where natural or man-made changes have occurred and/or more detailed studies conducted or undertaken by the United States Army Corps of Engineers, a River Basin Commission or other qualified agency or individual document the necessity for such changes. However, prior to any such change, approval must be obtained from the Federal Insurance Administration (FIA).

§ 130-8. Boundary disputes.

Should a dispute concerning any district boundary arise, an initial determination shall be made by the permit officer, and any party aggrieved by this decision may appeal to the Board of Appeals. The burden of proof shall be on the appellant.

ARTICLE III
Utilization of Floodplain Area

§ 130-9. Permitted uses.

In the floodplain area any development and/or use of land may be permitted, provided that all such uses, activities and/or development shall be undertaken in strict compliance with the floodproofing and related provisions contained herein and in all other applicable codes, ordinances and regulations.

§ 130-10. Encroachments.

Within any floodway area, no encroachments, including fill, new construction, substantial improvements or other development, shall be permitted unless it has been demonstrated through hydrologic and hydraulic analysis performed in accordance with standard engineering practice that the proposed encroachment will not result in any increase in the base flood elevation.

§ 130-11. Alteration or relocation of watercourse.

Whenever a developer intends to alter or relocate a watercourse within the floodplain area, the developer shall notify, in writing, by certified mail, all adjacent communities and the State Coordinating Office of all such intended activities prior to any alteration or relocation of the watercourse and shall submit copies of such notification to the Federal Insurance Administrator. The developer shall also assure the City of Milford, in writing, that the flood-carrying capacity within the altered or relocated portion of the watercourse in question will be maintained.

ARTICLE IV

Criteria for Building and Site Plan Approval**§ 130-12. Building permit required.**

Building permits are required in order to determine whether all new construction or substantial improvements are:

- A. Designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
- B. Constructed with materials and utility equipment resistant to flood damage.
- C. Constructed by methods and practices that minimize flood damage.
- D. Constructed with electrical, heating, ventilation, plumbing and air-conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

§ 130-13. Basic permit format.

The basic format of the building permit shall include the following:

- A. Name and address of the applicant.
- B. Name and address of the owner of the land on which proposed construction is to occur.
- C. Name and address of the contractor.
- D. Site location.
- E. A brief description of the proposed work and estimated cost.
- F. A plan of the site showing the exact size and location of the proposed construction as well as any existing buildings or structures.

§ 130-14. Elevation and floodproofing information.

Depending on the type of structure involved, the following information shall also be included with the application for development within the floodplain area:

- A. For structures to be elevated to the base flood elevation:

- (1) A plan showing the size of the proposed structure and its relation to the lot where it is to be constructed.
 - (2) A determination of elevations of the existing ground, proposed finished ground and lowest floor, certified by a registered professional engineer, surveyor or architect.
 - (3) Plans showing the method of elevating the proposed structure, which includes details of proposed fills, pile structures, retaining walls, foundations, erosion protection measures, etc. When required by the permit officer, these plans shall be prepared by a registered professional engineer or architect.
 - (4) Plans showing the methods used to protect utilities (including sewer, water, telephone, electric, gas, etc.) from flooding to the base flood elevation at the building site.
- B. For structures to be floodproofed to the base flood elevation (nonresidential structures only):
- (1) Plans showing details of all floodproofing measures, prepared by a registered professional engineer or architect and showing the size of the proposed structure and its relation to the lot where it is to be constructed.
 - (2) A determination of elevations of existing ground, proposed finished ground, lowest floor and floodproofing limits, certified by a registered professional engineer, surveyor or architect.
 - (3) A certificate prepared by the registered professional engineer or architect who prepared the plans in Subsection B(1) above that the structure in question, together with attendant utility and sanitary facilities, is designed so that:
 - (a) Below the base flood elevation the structure is watertight with walls substantially impermeable to the passage of water.
 - (b) The structure will withstand the hydrostatic, hydrodynamic, buoyant, impact and other forces resulting from the flood depths, velocities, pressures and other factors associated with the base flood.

§ 130-15. Site plan criteria.

The owner or developer of any proposed subdivision, manufactured home park or subdivision or other development shall submit a site plan to the permit officer which includes the following information:

- A. Name of engineer, surveyor or other qualified person responsible for providing the information required in this section.
- B. A map showing the location of the proposed subdivision and/or development with respect to the municipality's floodplain areas, proposed lots and sites, fills, flood or erosion protective facilities and areas subject to special deed restriction. In addition, it is required that all subdivision proposals and other proposed new developments greater than 50 lots or five acres, whichever is the lesser, shall include base flood elevation data.

- C. Where the subdivision and/or development lies partially or completely in the floodplain areas, the plan map shall include detailed information giving the location and elevation of proposed roads, public utilities and building sites. All such maps shall also show contours at intervals of two feet or five feet, depending upon the slope of the land, and identify accurately the boundaries of the floodplain areas.

ARTICLE V
Specific Requirements

§ 130-16. Design and construction standards.

In order to prevent excessive damage to buildings, structures and related utilities and facilities, the following restrictions apply to all development, subdivision proposals, manufactured home parks and new construction and to construction of substantial improvements to existing structures occurring in the floodplain area.

A. Basements and lowest floors.

- (1) All new construction and substantial improvements of residential structures must have the lowest floor (including basement) elevated one foot above the base flood elevation.
- (2) All new construction and substantial improvements of nonresidential structures must have the lowest floor (including basement) elevated one foot above the base flood elevation or, together with attendant utility and sanitary facilities, be designed so that below the base flood elevation the structure is floodproofed in accordance with § 130-14B.
- (3) For all new construction and substantial improvements, those fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:
 - (a) A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
 - (b) The bottom of all openings shall be no higher than one foot above grade.
 - (c) Openings may be equipped with screens, louvers, valves or other coverings or devices, provided that they permit the automatic entry and exit of floodwaters.

B. Manufactured home placement.

- (1) Manufactured homes to be placed or substantially improved within any floodplain area on sites outside of a manufactured home park or subdivision, in a new manufactured home park or subdivision, in an expansion to an existing manufactured home park or in an existing manufactured home park or subdivision in which a

manufactured home has incurred substantial damage, as defined herein, as the result of a flood shall:

- (a) Be elevated on a permanent foundation so that the lowest floor of the manufactured home is elevated one foot above the base flood elevation; and
 - (b) Be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.
- (2) Manufactured homes to be placed or substantially improved within any floodplain area in an existing manufactured home park or subdivision and not subject to the provisions of Subsection B(1) shall be elevated so that either:
- (a) The lowest floor of the manufactured home is at or above the base flood elevation; or
 - (b) The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and securely anchored to an adequately anchored concrete foundation system to resist flotation, collapse and lateral movement.
- C. Recreational vehicle placement. Recreational vehicles to be placed within any floodplain area shall either be on the site for fewer than 180 consecutive days and be fully licensed and ready for highway use or meet the provisions of Subsection B(1) of this section. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick-disconnect utilities and security devices and has no permanently attached additions. All recreational vehicles shall be utilized only within an approved state park area.
- D. Fill. If fill is used to raise the finished surface of the lowest floor to the base flood elevation:
- (1) Fill shall extend beyond a structure for a sufficient distance to provide acceptable access. For residential structures, fill shall extend laterally 15 feet beyond the building line from all points. For nonresidential structures, fill shall be placed to provide access acceptable for intended use. At-grade access, with fill extending laterally 15 feet beyond the building line, shall be provided to a minimum of 25% of the perimeter of a nonresidential structure.
 - (2) Fill shall consist of soil or rock materials only. Sanitary landfills shall not be permitted.
 - (3) Fill materials shall be compacted to provide the necessary stability and resistance to erosion, scouring or settling.
 - (4) Fill slopes shall be no steeper than one vertical on two horizontal, unless substantiating data justifying steeper slopes is submitted to and approved by the permit officer.
 - (5) Fill shall be used only to the extent to which it does not adversely affect adjacent properties.

- E. Placement of buildings. All buildings and structures shall be constructed and placed on the lot so as to offer the minimum obstruction to the flow of water and shall be designed to have a minimum obstruction effect upon the flow and height of floodwater.
- F. Anchoring.
- (1) All buildings and structures shall be firmly anchored in accordance with accepted engineering practices to prevent flotation, collapse and lateral movement, thus reducing the threat to life and property and decreasing the possibility of the blockage of bridge openings and other restricted sections of the watercourse. All such anchoring shall be designed by an architect certified by the State of Delaware.
 - (2) All air ducts, large pipes and storage tanks located at or below the base flood elevation shall be firmly anchored to resist flotation.
 - (3) All manufactured homes shall be anchored to resist flotation, collapse or lateral movement.
 - (a) Methods of anchoring may include but are not limited to over-the-top and frame ties to ground anchors, such as the following:
 - [1] Over-the-top ties shall be provided at each of the four corners of the manufactured home, with two additional ties per side, which shall be located at the midpoint of the unit's length.
 - [2] Frame ties shall be provided at each corner of the home, with five additional ties per side at intermediate points, with manufactured homes less than 50 feet long requiring four additional ties per side.
 - [3] All components of the anchoring system shall be capable of carrying a force of 4,800 pounds.
 - [4] Any additions to a manufactured home shall be similarly anchored. Determination of said anchoring shall be by the Code Official.
 - (b) This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.
- G. Storage. No materials that are buoyant, flammable, explosive or in times of flooding could be injurious to human, animal or plant life shall be stored below base flood elevation.
- H. Utility and facility requirements.
- (1) All new or replacement water systems, whether public or private, shall be designed to minimize or eliminate infiltration of floodwaters into the systems.
 - (2) All new or replacement sanitary disposal systems, whether public or private, shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into floodwaters.
 - (3) All other new or replacement public and/or private utilities and facilities shall be located and constructed to minimize or eliminate flood damage.

- (4) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

I. Drainage. Adequate drainage shall be provided to reduce exposure to flood hazard.

ARTICLE VI Administration

§ 130-17. Permit and site plan approval required.

It shall be unlawful for any person, partnership, business or corporation to undertake or cause to be undertaken any development or the new construction, substantial improvement, placement or relocation of any structure (including manufactured homes) within the floodplain area unless a permit has been obtained from the Code Official. In addition, where land is to be subdivided, utilized for a manufactured home park or subdivision or otherwise developed, a site plan must be submitted to and approved by the Code Official prior to any such development.

§ 130-18. Approval of permits and plans; records.

- A. All permits and plans shall be approved only after it has been determined that the proposed work to be undertaken will be in conformance with the requirements of the state and all other applicable codes and ordinances.
- B. The Code Official shall require copies of all necessary permits from those governmental agencies from which approval is required by federal or state law.
- C. A record of all information supplied to the Code Official shall be kept on file by the Code Official.

§ 130-19. Application procedures.

Application for building permit and site plan approvals shall be made, in writing, to the Code Official and shall include all information stipulated under Article IV of this chapter.

§ 130-20. Consent required for changes.

After the issuance of a building permit or site plan approval by the Code Official, no changes of any kind shall be made to the application, permit or any of the plans, specifications or other documents submitted with the application without the written consent or approval of the Code Official.

§ 130-21. Placards.

In addition to the building permit, the Code Official shall issue a placard which shall be displayed on the premises during the time construction is in progress. This placard shall show the number of the building permit and the date of its issuance and be signed by the Code Official.

§ 130-22. Start of construction.

Work on the proposed construction shall begin within six months after the date of issuance of the building permit or the permit shall expire, unless a time extension is granted, in writing, by the Code Official.

§ 130-23. Inspections; revocation of permit.

During the construction period, the Code Official or other authorized official may inspect the premises to determine that the work is progressing in compliance with the information provided on the permit application and with all applicable laws and ordinances. In the event that the Code Official discovers that the work does not comply with the permit application or any applicable laws and ordinances or that there has been a false statement or misrepresentation by any applicant, the Code Official shall revoke the building permit and report such fact to the City of Milford for whatever action it considers necessary.

§ 130-24. Fees.

Application for a building permit shall be accompanied by a fee, payable to the City of Milford, as per the fee structure set forth by the City of Milford Building Code (1987 BOCA Building Code, adopted February 13, 1989).¹ Said fees shall, from time to time, be changed by action of the Milford City Council.

ARTICLE VII
Appeals and Penalties

§ 130-25. Appeals.

Whenever any person is aggrieved by a decision of the Code Official regarding the provision(s) of this chapter, it is the right of that person to appeal to the Board of Appeals (also referred to as the "appeals authority"). Such appeal must be filed, in writing, within 30 days after the determination of the Code Official. Said application shall also be accompanied by a filing fee of \$100, payable to the City of Milford. Upon receipt of said appeal, the appeals authority shall set a time and place for such hearing of not less than 21 nor more than 40 days from the date of application. Notice of dates and location of said meeting shall be given to all parties, at which time they may appear and be heard. The determination of the appeals authority shall be final in all cases.

§ 130-26. Appeal review criteria.

All appeals contesting only the permit fee established by the Code Official may be handled at the discretion of the appeals authority. All decisions on appeals to all other provisions of this chapter shall adhere to the following criteria:

¹ Editor's Note: The provisions of the 1987 BOCA Building Code have been replaced by those of the 1993 BOCA Building Code. See Ch. 88, Building Construction, of this Code.

- A. Affirmative decisions shall only be issued by the appeals authority upon a showing of good and sufficient cause, a determination that failure to grant the appeal would result in exceptional hardship to the applicant and a determination that the granting of an appeal will not result in increased flood heights, additional threats to public safety or extraordinary public expense, create nuisances, cause fraud on or victimization of the public or conflict with existing local laws or ordinances.
- B. An affirmative decision shall be issued only upon a determination that it is the minimum necessary, considering the flood hazard, to afford relief.
- C. An affirmative decision may be issued for the repair or rehabilitation of historic structures only upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as an historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
- D. The appeals authority shall notify the applicant, in writing, over the signature of a community official, that the issuance of a decision to allow construction of a structure below the base flood elevation will result in increased premium rates for flood insurance and such construction below the base flood elevation increases risk to life and property. Such notifications shall be maintained with a record of all decisions as required in Subsection E of this section.
- E. The appeals authority shall maintain a record of all decisions, including justification for their issuance, and report such decisions issued in its biennial report submitted to the Federal Insurance Administration.
- F. An affirmative decision shall not be granted for any construction, development, use or activity within any floodway area that would cause any increase in the base flood elevation.

§ 130-27. Violations and penalties.²

Any person who fails to comply with any or all of the requirements or provisions of this chapter or direction of the Code Official or any other authorized employee of the community shall be guilty of an offense and, upon conviction, shall pay a fine of not less than \$50 nor more than \$500 plus cost of prosecution. Each day during which any violation of this chapter continues shall constitute a separate offense. In addition to the above penalties, all other actions are reserved, including an action in equity for the proper enforcement of this chapter. The imposition of a fine or penalty for any violation of or noncompliance with this chapter shall not excuse the violation or noncompliance with this chapter or permit it to continue, and all such persons shall be required to correct or remedy such violations or noncompliance within a reasonable time. Any structure constructed, reconstructed, enlarged, altered or relocated in noncompliance with this chapter may be declared by the City of Milford to be a public nuisance and abatable as such.

² Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. I).

FLOOD DAMAGE REDUCTION ORDINANCE
CITY OF MILFORD, DELAWARE

ORDINANCE NO. 2014-16

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF MILFORD, DELAWARE AMENDING THE CITY OF MILFORD CODE OF ORDINANCES TO REPEAL CHAPTER 130 FLOODPLAIN MANAGEMENT; TO ADOPT A NEW CHAPTER 130 FLOODPLAIN MANAGEMENT; TO ADOPT FLOOD HAZARD MAPS, TO DESIGNATE A FLOODPLAIN ADMINISTRATOR, TO ADOPT ADMINISTRATIVE PROCEDURES, AND TO ADOPT CRITERIA FOR DEVELOPMENT IN FLOOD HAZARD AREAS, AND FOR OTHER PURPOSES; TO PROVIDE FOR APPLICABILITY; REPEALER; AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Milford has the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Federal Emergency Management Agency has identified special flood hazard areas within the boundaries of the City of Milford and such areas may be subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare, and

WHEREAS, the City of Milford was accepted for participation in the National Flood Insurance Program on June 1, 1977 and the City Council of the City of Milford desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60, necessary for such participation; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Milford, Delaware, that the following floodplain management regulations are hereby adopted.

NOW, THEREFORE, THE CITY OF MILFORD HEREBY ORDAINS:

SECTION 1. This ordinance specifically repeals and replaces Chapter 130 Floodplain Management with the following:.

ARTICLE I - GENERAL PROVISIONS

§ 130-1. Findings.

The Federal Emergency Management Agency (FEMA) has identified special flood hazard areas within the boundaries of the City of Milford. Special flood hazard areas are subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare. Development that is inadequately elevated, improperly floodproofed, or otherwise unprotected from flood damage also contributes to the flood loss.

The City of Milford, by resolution, agreed to meet the requirements of the National Flood Insurance Program and was accepted for participation in the program on June 1, 1977. Subsequent to that date or the initial effective date of the City of Milford Flood Insurance Rate Map, all development and new construction as defined herein, are to be compliant with the City of Milford's floodplain management regulations in effect at the time of construction, and all development, new construction, and substantial improvements subsequent to the effective date of these regulations shall be compliant with these regulations.

§ 130-2. Statement of Purpose.

It is the purpose of these regulations to promote the public health, safety and general welfare, and to:

- (A) Protect human life, health and welfare;
- (B) Encourage the utilization of appropriate construction practices in order to prevent or minimize flood damage in the future;
- (C) Minimize flooding of water supply and sanitary sewage disposal systems;
- (D) Maintain natural drainage;
- (E) Reduce financial burdens imposed on the community, its governmental units and its residents, by discouraging unwise design and construction of development in areas subject to flooding;
- (F) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (G) Minimize prolonged business interruptions;
- (H) Minimize damage to public facilities and other utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges;
- (I) Reinforce that those who build in and occupy special flood hazard areas should assume responsibility for their actions;
- (J) Minimize the impact of development on adjacent properties within and near flood prone areas;
- (K) Provide that the flood storage and conveyance functions of the floodplain are maintained;
- (L) Minimize the impact of development on the natural and beneficial functions of the floodplain;
- (M) Prevent floodplain uses that are either hazardous or environmentally incompatible; and
- (N) Meet community participation requirements of the National Flood Insurance Program as set forth in the Code of Federal Regulations at 44 C.F.R. Section 59.22.

§ 130-3. Areas to Which These Regulations Apply.

These regulations shall apply to all special flood hazard areas within the jurisdiction of the City of Milford, as identified in § 130-4.

§ 130-4. Basis for Establishing Special Flood Hazard Areas.

For the purposes of these regulations, the following are adopted by reference as a part of these regulations and serve as the basis for establishing special flood hazard areas:

- (A) The FEMA Flood Insurance Study for Sussex County, Delaware and Incorporated Areas dated March 16, 2015 and all subsequent amendments and/or the most recent revision thereof.
- (B) The FEMA Flood Insurance Rate Map for Sussex County, Delaware and Incorporated Areas dated March 16, 2015, and all subsequent amendments and/or the most recent revision thereof.
- (C) Other hydrologic and hydraulic engineering studies and/or maps prepared pursuant to these regulations or for other purposes, and which establish base flood elevations, delineate

100-year floodplains, floodways or other areas of special flood hazard.

(D) The City of Milford may identify and regulate new local flood hazard or ponding areas. These areas should be delineated and adopted on a "Local Flood Hazard Map" using best available topographic data and locally derived information such as flood of record, historic high water marks or approximate study methodologies.

(E) Where field surveyed topography indicates that ground elevations are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a flood hazard map, the area shall be considered as special flood hazard area.

Maps and studies that establish special flood hazard areas are on file at 210 S Walnut Street, Milford DE 19963, City Hall, Delaware.

§ 130-5. Abrogation and Greater Restrictions.

These regulations are not intended to repeal or abrogate any existing ordinances including subdivision regulations, zoning ordinances or building codes. In the event of a conflict between these regulations and any other ordinance, the more restrictive shall govern. These regulations shall not impair any deed restriction, covenant or easement, but the land subject to such interests shall also be governed by these regulations.

§ 130-6. Interpretation.

In the interpretation and application of these regulations, all provisions shall be:

(A) Considered as minimum requirements;

(B) Liberally construed in favor of the governing body;

(C) Deemed neither to limit nor repeal any other powers granted under state statutes; and

(D) Where a provision of these regulations may be in conflict with a state or Federal law, such state or Federal law shall take precedence, where more restrictive.

§ 130-7. Warning and Disclaimer of Liability.

The degree of flood protection required by these regulations is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man made or natural causes. These regulations do not imply that land outside of the special flood hazard areas or uses that are permitted within such areas will be free from flooding or flood damage. These regulations shall not create liability on the part of the City of Milford, any officer or employee thereof, or the Federal Emergency Management Agency, for any flood damage that results from reliance on these regulations or any administrative decision lawfully made thereunder.

§ 130-8. Severability.

Should any section or provision of these regulations be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the regulations as a whole, or any part thereof other than the part so declared to be unconstitutional or invalid.

ARTICLE II - DEFINITIONS

§ 130-9. Definitions.

Unless specifically defined below, words or phrases used in these regulations shall be interpreted so as to give them the meaning they have in common usage and to give these regulations the most reasonable application.

Accessory Structure: A structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal structure.

Area of Shallow Flooding: A designated Zone AO on a community's Flood Insurance Rate Map with a one percent annual chance or greater of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Base Flood: The flood having a one percent chance of being equaled or exceeded in any given year; the base flood also is referred to as the 100-year flood (or the 1%-annual-chance flood).

Base Flood Discharge: The volume of water resulting from a Base Flood as it passes a given location within a given time, usually expressed in cubic feet per second (cfs).

Base Flood Elevation: The water surface elevation of the base flood in relation to the datum specified on the community's Flood Insurance Rate Map. In areas of shallow flooding, the base flood elevation is the natural grade elevation plus the depth number specified in feet on the Flood Insurance Rate Map, or at least 2 feet if the depth number is not specified.

Basement: Any area of the building having its floor subgrade (below ground level) on all sides.

Development: Any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, placement of manufactured homes, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

Dry Floodproofing: Any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

Elevation Certificate: The National Flood Insurance Program, Elevation Certificate (FEMA Form 086-0-33), used to document building elevations and other information about buildings. When required to be certified, the form shall be completed by a licensed professional land surveyor.

Enclosure Below the Lowest Floor: An unfinished or flood resistant enclosure usable solely for parking of vehicles, building access, or storage, in an area other than a basement.

Federal Emergency Management Agency (FEMA): The federal agency with the overall responsibility for administering the National Flood Insurance Program.

FEMA Technical Bulletin: A series of guidance documents published by FEMA to provide guidance concerning building performance standards of the National Flood Insurance Program. See sections where specific TBs are identified.

Flood or Flooding: A general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) The overflow of inland or tidal waters, and/or
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood Damage-Resistant Materials: Any construction material capable of withstanding direct and

prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. See FEMA Technical Bulletin #2 - Flood Damage-Resistant Materials Requirements and FEMA Technical Bulletin #8 - Corrosion Protection for Metal Connectors in Coastal Areas.

Flood Insurance Rate Map (FIRM): An official map on which the Federal Emergency Management Agency has delineated special flood hazard areas to indicate the magnitude and nature of flood hazards, and to designate applicable flood zones.

Zone A: Special flood hazard areas inundated by the 1% annual chance flood; base flood elevations are not determined.

Zone AE: Special flood hazard areas subject to inundation by the 1% annual chance flood; base flood elevations are determined; floodways may or may not be determined.

Zone AO: Areas of shallow flooding, with or without a designated average flood depth.

Zone X (shaded): Areas subject to inundation by the 500-year flood (0.2% annual chance); areas subject to the 1% annual chance flood with average depths of less than 1 foot or with contributing drainage area less than 1 square mile; and areas protected by levees from the base flood.

Zone X (unshaded): Areas determined to be outside the 1% annual chance flood and outside the 500-year floodplain.

Zone VE: Special flood hazard areas subject to inundation by the 1% annual chance flood and subject to high velocity wave action (also referred to as coastal high hazard areas).

Limit of Moderate Wave Action (LiMWA): The inland limit of the area affected by waves greater than 1.5 feet during the base flood. Base flood conditions between the Zone VE and the LiMWA will be similar to, but less severe than, those in the Zone VE.

Flood Insurance Study: The official report in which the Federal Emergency Management Agency has provided flood profiles, floodway information, and the water surface elevations.

Floodplain: Any land area susceptible to being inundated by water from any source (see "Flood" or "Flooding").

Floodproofing Certificate: The National Flood Insurance Program, Floodproofing Certificate for Non-Residential Structures (FEMA Form 86-0-34), used by registered professional engineers and architects to certify dry floodproofing designs.

Floodway: The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to pass the base flood discharge such that the cumulative increase in the water surface elevation of the base flood discharge is no more than a designated height.

Freeboard: A factor of safety usually expressed in feet above a flood elevation for the purposes of floodplain management. Freeboard tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, obstructed bridge openings, debris and ice jams, and the hydrologic effect of urbanization in a watershed.

Functionally Dependent Use: A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water; the term includes only docking facilities, port

facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

Highest Adjacent Grade: The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic Structure: Any structure that is:

- (1) Individually listed in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register; or
- (2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district.

Hydrologic and Hydraulic Engineering Analysis: An analysis performed by a professional engineer, licensed in the State of Delaware, in accordance with standard engineering practices as accepted by FEMA, used to determine the base flood, other frequency floods, flood elevations, floodway information and boundaries, and flood profiles.

Letter of Map Change: A Letter of Map Change is an official FEMA determination, by letter, to amend or revise an effective Flood Insurance Rate Map, Flood Boundary and Floodway Map, and Flood Insurance Study. Letters of Map Change include:

Letter of Map Amendment (LOMA): An amendment based on technical data showing that a property was inadvertently included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property is not located in a special flood hazard area.

Letter of Map Revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, floodplain and floodway delineations, and planimetric features. One common type of LOMR, a Letter of Map Revision Based on Fill (LOMR-F), is a determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer exposed to flooding associated with the base flood; in order to qualify for this determination, the fill must have been permitted and placed in accordance with these regulations.

Conditional Letter of Map Revision (CLOMR): A formal review and comment as to whether a proposed flood protection project complies with the minimum National Flood Insurance Program requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not amend or revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, or Flood Insurance Studies; upon submission to and approval of certified as-built documentation, a Letter of Map Revision may be issued.

Lowest Floor: The lowest floor of the lowest enclosed area (including basement) of a structure. This definition excludes an "enclosure below the lowest floor" which is an unfinished or flood resistant enclosure usable solely for parking of vehicles, building access or storage, in an area other than a basement area, provided that such enclosure is built in accordance with the applicable design requirements specified in these regulations for enclosures below the lowest floor.

Manufactured Home: A structure, transportable in one or more sections, which is built on a

permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

New Construction: Buildings and structures for which the "start of construction" commenced on or after June 1, 1977, including any subsequent improvements to such structures.

Person: An individual or group of individuals, corporation, partnership, association, or any other entity, including state and local governments and agencies.

Recreational Vehicle: A vehicle which is built on a single chassis, 400 square feet or less when measured at the largest horizontal projection, designed to be self-propelled or permanently towable by a light duty truck, and designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Special Flood Hazard Area: The land in the floodplain subject to a one percent or greater chance of flooding in any given year. Special flood hazard areas are designated by the Federal Emergency Management Agency in Flood Insurance Studies and on Flood Insurance Rate Maps as Zones A, AE, AO, and Zone VE. The term includes areas shown on other flood hazard maps that are specifically listed or otherwise described in § 130-4.

Start of Construction: The date of issuance of permits for new construction and substantial improvements, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory structures, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure (or Building): For floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

Substantial Damage: Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial Improvement: Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified prior to

the application for a development permit by the local code enforcement official and which are the minimum necessary to assure safe living conditions.

Violation: The failure of a structure or other development to be fully compliant with the community's flood plain management regulations. A structure or other development without the Elevation Certificate, other certifications, or other evidence of compliance required in these regulations is presumed to be in violation until such time that documentation is provided.

ARTICLE III - ADMINISTRATION

§ 130-10. Designation of the Floodplain Administrator.

The Building Inspector is hereby appointed to administer and implement these regulations and is referred to herein as the Floodplain Administrator. The Floodplain Administrator is authorized to: (A) Fulfill the duties and responsibilities set forth in these regulations, (B) Delegate duties and responsibilities set forth in these regulations to qualified technical personnel, plan examiners, inspectors, and other employees, or (C) Enter into a written agreement or written contract with another jurisdiction or agency, or private sector entity to administer specific provisions of these regulations. Administration of any part of these regulations by another entity shall not relieve the community of its responsibilities pursuant to the participation requirements of the National Flood Insurance Program as set forth in the Code of Federal Regulations at 44 C.F.R. Section 59.22.

§ 130-11. Duties and Responsibilities of the Floodplain Administrator.

The duties and responsibilities of the Floodplain Administrator shall include but are not limited to:

- (A) Review applications for permits to determine whether proposed activities will be located in special flood hazard areas.
- (B) Interpret floodplain boundaries and provide flood elevation and flood hazard information.
- (C) Review applications to determine whether proposed activities will be reasonably safe from flooding.
- (D) Review applications to determine whether all necessary permits have been obtained from those Federal, state or local agencies from which prior or concurrent approval is required.
- (E) Verify that applicants proposing to alter or relocate a watercourse have notified adjacent communities and the Delaware Department of Natural Resources and Environmental Control (Division of Watershed Stewardship), and have submitted copies of such notifications to the Federal Emergency Management Agency.
- (F) Issue permits to develop in special flood hazard areas when the provisions of these regulations have been met, or disapprove the same in the event of noncompliance.
- (G) Inspect buildings and lands to determine compliance with these regulations or to determine if noncompliance has occurred or violations have been committed.
- (H) Review submitted Elevation Certificates for completeness.
- (I) Submit to FEMA data and information necessary to maintain flood hazard maps, including hydrologic and hydraulic engineering analyses prepared by or for the City of Milford, corrections to labeling or planimetric details, etc.
- (J) Maintain and permanently keep all records for public inspection that are necessary for the administration of these regulations including Flood Insurance Rate Maps, Letters of Map Amendment and Revision, records of issuance and denial of permits, determinations of whether development is in or out of special flood hazard areas for the purpose of issuing permits, elevation certificates, other required certifications, variances, and records of enforcement actions

taken for violations of these regulations.

(K) Enforce the provisions of these regulations.

(L) Assist with and coordinate flood hazard map maintenance activities.

(M) Conduct determinations as to whether existing buildings and structures damaged by any cause and located in special flood hazard areas, have been substantially damaged.

(N) Make reasonable efforts to notify owners of substantially damaged buildings and structures of the need to obtain a permit prior to repair, rehabilitation, or reconstruction, and to prohibit the non-compliant repair of substantially-damaged buildings except for temporary emergency protective measures necessary to secure a property or stabilize a structure to prevent additional damage.

(O) Undertake, as determined appropriate by the Floodplain Administrator due to the circumstances, other actions which may include but are not limited to: issuing press releases, public service announcements, and other public information materials related to permit requests and repair of damaged structures; coordinating with other Federal, state, and local agencies to assist with substantial damage determinations; providing owners of damaged structures materials and other information related to the proper repair of damaged structures in special flood hazard areas; and assisting owners with National Flood Insurance Program claims for Increased Cost of Compliance payments.

(P) Notify the Federal Emergency Management Agency when the corporate boundaries of the City of Milford have been modified.

§ 130-12. Permits Required.

It shall be unlawful for any person or entity to begin construction or other development which is wholly within, partially within, or in contact with any identified special flood hazard area, as established in § 130-4, including but not limited to: subdivision of land, filling, grading, or other site improvements and utility installations; construction, alteration, remodeling, improvement, replacement, reconstruction, repair, relocation, or expansion of any building or structure; placement or replacement of a manufactured home; recreational vehicles; installation or replacement of storage tanks; or alteration of any watercourse, until a permit is obtained from the City of Milford. No such permit shall be issued until the requirements of these regulations have been met.

§ 130-13. Application Required.

Application for a permit shall be made by the owner of the property or his/her authorized agent, herein referred to as the applicant, prior to the actual start of construction. The application shall be on a form furnished for that purpose.

(A) Application Contents.

At a minimum, applications shall include:

(1) Site plans drawn to scale showing the nature, location, dimensions, existing and proposed topography of the area in question, the limits of any portion of the site that was previously filled, and the location of existing and proposed structures, excavation, filling, storage of materials, drainage facilities, and other proposed activities.

(2) Elevation of the existing natural ground where structures are proposed, referenced to the datum on the Flood Insurance Rate Map, and an Elevation Certificate that shows the ground elevation and proposed building elevations (identified in Section C of the Elevation Certificate as "Construction Drawings").

(3) Delineation of special flood hazard areas, floodway boundaries, flood zones, and base flood elevations. Where surveyed natural ground elevations are lower than the base flood

elevations, base flood elevations shall be used to delineate the boundary of special flood hazard areas. If proposed, changes in the delineation of special flood hazard areas shall be submitted to and approved by FEMA in accordance with Section § 130-13(B). Where special flood hazard areas are not delineated or base flood elevations are not shown on the flood hazard maps, the Floodplain Administrator has the authority to require the applicant to use information provided by the Floodplain Administrator, information that is available from other sources, or to determine such information using accepted engineering practices.

(4) For subdivision proposals and development proposals containing at least 50 lots or at least 5 acres, whichever is the lesser, and where base flood elevations are not shown on Flood Insurance Rate Maps, hydrologic and hydraulic engineering analyses and studies as required by § 130-19(D).

(5) Such other material and information as may be requested by the Floodplain Administrator necessary to determine conformance with these regulations.

(6) For work on an existing structure, including any improvement, addition, repairs, alterations, rehabilitation, or reconstruction, sufficient information to determine if the work constitutes substantial improvement, including:

(a) Documentation of the market value of the structure before the improvement is started or before the damage occurred.

(b) Documentation of the actual cash value of all proposed improvement work, or the actual cash value of all work necessary to repair and restore damage to the before damaged condition, regardless of the amount of work that will be performed.

(7) Certifications and/or technical analyses prepared or conducted by an appropriate design professional licensed in the State of Delaware, as appropriate to the type of development activity proposed and required by these regulations:

(a) Floodproofing Certificate for dry floodproofed non-residential structures, as required in § 130-29.

(b) Certification that flood openings that do not meet the minimum requirements of § 130-28(B)(3)(b) are designed to automatically equalize hydrostatic flood forces.

(c) Technical analyses to document that the flood carrying capacity of any watercourse alteration or relocation will not be diminished and documentation of maintenance assurances as required in § 130-31(C).

(d) Hydrologic and hydraulic engineering analyses demonstrating that the cumulative effect of proposed development, when combined with all other existing and anticipated development will not increase the water surface elevation of the base flood by more than one foot in special flood hazard areas where the Federal Emergency Management Agency has provided base flood elevations but has not delineated a floodway, as required by § 130-31(B).

(e) Hydrologic and hydraulic engineering analyses of any development proposed to be located in an identified floodway, as required by § 130-31(A).

(f) Hydrologic and hydraulic engineering analyses to develop base flood elevations for subdivisions and large-lot developments, as required by § 130-20(D) or otherwise required by the Floodplain Administrator.

(B) Right to Submit New Technical Data.

The applicant has the right to seek a Letter of Map Change and to submit new technical data to FEMA regarding base maps, topography, special flood hazard area boundaries, floodway boundaries, and base flood elevations. Such submissions shall be prepared in a format acceptable by FEMA and the Floodplain Administrator shall be notified of such submittal. Submittal requirements and processing fees shall be the responsibility of the applicant.

(C) Requirement to Submit New Technical Data.

The Floodplain Administrator shall notify FEMA of physical changes affecting flood hazard areas and flooding conditions by submitting technical or scientific data as soon as practicable, but not later than six (6) months after the date such information becomes available. The Floodplain Administrator has the authority to require applicants to submit technical data to FEMA for Letters of Map Change.

§ 130-14. Review, Approval or Disapproval.

(A) Review

The Floodplain Administrator shall:

- (1) Review applications for development in special flood hazard areas to determine the completeness of information submitted. The applicant shall be notified of incompleteness or additional information required to support the application.
- (2) Review applications for compliance with these regulations after all information required in § 130-13 or identified and required by the Floodplain Administrator has been received.
- (3) Review all permit applications to assure that all necessary permits have been received from those federal, state or local governmental agencies from which prior approval is required. The applicant shall be responsible for obtaining such permits, including but not limited to:
 - (a) Permits issued by the U.S. Army Corps of Engineers under Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act, and the Delaware Environmental Protection Agency under Section 401 of the Clean Water Act.
 - (b) Permits required by the State of Delaware.

(B) Approval or Disapproval.

The Floodplain Administrator shall approve applications that comply with the applicable requirements of these regulations. The Floodplain Administrator shall disapprove applications for proposed development that do not comply with the applicable provisions of these regulations and shall notify the applicant of such disapproval, in writing, stating the reasons for disapproval.

(C) Expiration of Permit.

A permit is valid provided the actual start of construction occurs within 180 days of the date of permit issuance. If the actual start of construction is not within 180 days of the date of permit issuance, requests for extensions shall be submitted in writing. Upon reviewing the request and the permit for continued compliance with these regulations, the Floodplain Administrator may grant, in writing, one or more extensions of time, for periods not more than 180 days each.

§ 130-15. Inspections.

The Floodplain Administrator shall make periodic inspections of development permitted in special flood hazard areas, at appropriate times throughout the period of construction in order to monitor compliance. Such inspections may include:

- (A) Stake-out inspection, to determine location on the site relative to the special flood hazard area and floodway.
- (B) Foundation inspection, upon placement of the lowest floor and prior to further vertical construction, to collect information or certification of the elevation of the lowest floor.
- (C) Enclosure inspection, including crawlspaces, to determine compliance with applicable provisions.
- (D) Utility inspection, upon installation of specified equipment and appliances, to determine appropriate location with respect to the base flood elevation.

(E) Storage of materials.

§ 130-17. Submissions Required Prior to Issuance of a Certificate of Occupancy.

The following certifications are required to be submitted by the permittee for development that is permitted in special flood hazard areas prior to the issuance of a Certificate of Occupancy:

(A) For new or substantially improved residential structures or nonresidential structures that have been elevated, an Elevation Certificate that shows the ground elevation and finished elevations (identified in Section C of the Elevation Certificate as "Finished Construction").

(B) For nonresidential structures that have been dry floodproofed, a Floodproofing Certificate based on "Finished Construction" (identified in Section II).

(C) For all development activities subject to the requirements of § 130-13(B), a Letter of Map Revision shall be provided.

§ 130-18. Flood Insurance Rate Map Use and Interpretation.

The Floodplain Administrator shall make interpretations, where needed, as to the exact location of special flood hazard areas, floodplain boundaries, and floodway boundaries. The following shall apply to the use and interpretation of special flood hazard maps and data:

(A) In FEMA-identified special flood hazard areas where base flood elevation and floodway data have not been identified and in areas where FEMA has not identified special flood hazard areas, any other flood hazard data available from a federal, state, or other source shall be reviewed and reasonably used. When a Preliminary Flood Insurance Rate Map has been provided by FEMA to identify base flood elevation where such elevations were not previously shown, the base flood elevations on the Preliminary Flood Insurance Rate Map shall be used.

(B) Special flood hazard area delineations, base flood elevations, and floodway boundaries on FEMA maps and in FEMA studies shall take precedence over delineations, base flood elevations, and floodway boundaries by any other source that reflect a reduced special flood hazard area, reduced floodway width and/or lower base flood elevations.

(C) Other sources of data shall be reasonably used, with the approval of the Floodplain Administrator, if they show increased base flood elevations and/or larger floodway areas than are shown on FEMA flood maps and studies.

(D) Where field surveyed topography indicates that ground elevations are below the base flood elevation, even in areas not delineated as a special flood hazard on a flood hazard map, the area shall be considered as special flood hazard area.

ARTICLE IV - REQUIREMENTS IN ALL SPECIAL FLOOD HAZARD AREAS

§ 130-19. Application of Requirements.

The general requirements of this section apply to all development proposed within special flood hazard areas identified in § 130-4.

§ 130-20. Subdivisions and Developments.

(A) All subdivision and development proposals shall be consistent with the need to minimize flood damage and are subject to all applicable standards in these regulations.

(B) All subdivision and development proposals shall have utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage.

(C) All subdivision and developments proposals shall have adequate drainage provided to reduce exposure to flood damage.

(D) All subdivision proposals and development proposals containing at least 50 lots or at least 5 acres, whichever is the lesser, in FEMA-delineated special flood hazard areas where base

flood elevation data are not available, shall be supported by hydrologic and hydraulic engineering analyses that determine base flood elevations and floodway delineations. The analyses shall be prepared by a licensed professional engineer in a format required by FEMA for a Conditional Letter of Map Revision or Letter of Map Revision. Submittal requirements and processing fees shall be the responsibility of the applicant.

§ 130-21. Protection of Water Supply and Sanitary Sewage Systems.

- (A) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the systems.
- (B) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into systems and discharges from systems into floodwaters.
- (C) On-site waste disposal systems shall be located to avoid impairment to or contamination from them during conditions of flooding.

§ 130-22. Buildings and Structures.

All new construction of buildings and structures, including placement of manufactured homes and substantial improvements to existing buildings and structures, that are to be located, in whole or in part, in special flood hazard areas shall meet the following requirements.

- (A) Be designed (or modified) and constructed to safely resist flood loads. The construction shall provide a complete load path capable of transferring all loads from their point of origin through the load-resisting elements to the foundation. Buildings and structures shall be designed, connected and anchored to resist flotation, collapse or permanent lateral movement due to structural loads and stresses from flooding equal to the base flood elevation, including hydrodynamic and hydrostatic loads and the effects of buoyancy.
- (B) Be constructed by methods and practices that minimize flood damage.
- (C) Use flood damage-resistant materials below the elevation of the lowest floor. See FEMA Technical Bulletin #2 - Flood Damage-Resistant Materials Requirements and FEMA Technical Bulletin #8 - Corrosion Protection for Metal Connectors in Coastal Areas.
- (D) Have electrical systems, equipment and components, and heating, ventilating, air conditioning, and plumbing appliances, plumbing fixtures, duct systems, and other service equipment located at or above the base flood elevation plus 18". Electrical wiring systems are permitted to be located below the elevation of the lowest floor provided they conform to the provisions of the electrical part of this code for wet locations. If replaced as part of a substantial improvement, electrical systems, equipment and components, and heating, ventilation, air conditioning, and plumbing appliances, plumbing fixtures, duct systems, and other service equipment shall meet the requirements of this section. See FEMA Technical Bulletin #4 - Elevator Installation.
- (E) As an alternative to § 130-22(D), electrical systems, equipment and components, and heating, ventilating, air conditioning, and plumbing appliances, plumbing fixtures, duct systems, and other service equipment are permitted to be located below the elevation of the lowest floor provided that they are designed and installed to prevent water from entering or accumulating within the components and to resist hydrostatic and hydrodynamic loads and stresses, including the effects of buoyancy, during the occurrence of the base flood.
- (F) Meet the specific requirements of Article V.
- (G) In a special flood hazard area with more than one designation (Zones A, AE, and AO, floodway), meet the requirements of the most restrictive designation.

§ 130-23. Fill.

- (A) Disposal of fill, including but not limited to rubble, construction debris, woody debris,

and trash, shall not be permitted in special flood hazard areas.

(B) Where permitted by Article V (Zones A, AE, and AO), fill placed for the purpose of raising the ground level and to support a building or structure shall meet the following requirements:

(1) Extend laterally from the building footprint to provide for adequate access, as a function of use; the Floodplain Administrator may seek advice from the State Fire Marshal's Office and/or the local fire services agency.

(2) Placed and compacted to provide for stability under conditions of rising and falling floodwaters and resistance to erosion, scour, and settling.

(3) Consist of soil or rock materials only.

(4) Sloped no steeper than one (1) vertical on two (2) horizontal, unless approved by the Floodplain Administrator.

(5) Designed with provisions for adequate drainage and no adverse effect on adjacent properties.

(C) Fill placed for a purpose other than to support a building or structure shall meet the requirements of § 130-23(B)(2) through (B)(5).

§ 130-24. Historic Structures.

Repair, alteration, or rehabilitation of historic structures shall be subject to the requirements of these regulations unless a determination is made that compliance with these regulations will preclude the structure's continued designation as a historic structure and a variance is granted in accordance with Article VI and such variance is the minimum necessary to preserve the historic character and design of the structure.

§ 130-25. Recreational Vehicles.

(A) Recreational vehicles in special flood hazard areas shall be fully licensed and ready for highway use, and shall be placed on a site for less than 180 consecutive days.

(B) Recreational vehicles that are not fully licensed and ready for highway use, or that are to be placed on a site for more than 180 consecutive days, shall meet the requirements of § 130-28(C) for manufactured homes.

§ 130-26. Gas or Liquid Storage Tanks.

(A) Underground tanks in special flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the base flood.

(B) Above-ground tanks in special flood hazard areas shall be elevated and anchored to or above the base flood elevation plus 18 inches or shall be anchored at-grade and designed and constructed to prevent flotation, collapse, or lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the base flood.

(C) In special flood hazard areas, tank inlets, fill openings, outlets and vents shall be:

(1) At or above the base flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the base flood.

(2) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the base flood.

ARTICLE V - SPECIFIC REQUIREMENTS IN SPECIAL FLOOD HAZARD AREAS

§ 130-27. General Requirements.

In addition to the general requirements of Article IV, the requirements of this section apply to all

development proposed in special flood hazard areas.

§ 130-28. Residential Structures and Residential Portions of Mixed Use Structures.

(A) Elevation Requirements

(1) The lowest floor (including basement) shall be elevated to or above the base flood elevation plus 18 inches.

(2) In areas of shallow flooding (Zone AO), the lowest floor (including basement) shall be elevated at least as high above the highest adjacent grade as the depth number specified in feet on the Flood Insurance Rate Map plus 18 inches, or at least 3.5 feet if a depth number is not specified; adequate drainage paths shall be provided to guide floodwaters around and away from the structure.

(3) Enclosures below the lowest floor shall meet the requirements of § 130-28(B).

(B) Enclosures Below the Lowest Floor

(1) Enclosures below the lowest floor shall be used solely for parking of vehicles, building access, crawlspaces, or limited storage.

(2) Enclosures below the lowest floor shall be constructed using flood damage-resistant materials. See FEMA Technical Bulletin #2 - Flood Damage-Resistant Materials Requirements.

(3) Enclosures below the lowest floor (including crawlspaces) shall be provided with flood openings which shall meet the following criteria (see FEMA Technical Bulletin #1 - Openings in Foundation Walls and Walls of Enclosures):

(a) There shall be a minimum of two openings on different sides of each enclosed area; if a building has more than one enclosed area below the base flood elevation, each area shall have openings on exterior walls.

(b) The total net area of all openings shall be at least 1 square inch for each square foot of enclosed area, or the openings shall be designed and certified by a registered engineer or architect to provide for equalization of hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of floodwaters.

(c) The bottom of each opening shall be 1 foot or less above the adjacent ground level.

(d) Any louvers, screens or other opening covers shall allow the automatic flow of floodwaters into and out of the enclosed area.

(e) Where installed in doors and windows, openings that meet requirements of § 130-28(B)(3)(a) through (d), are acceptable; however, doors and windows without installed openings do not meet the requirements of this section.

(4) Crawlspaces shall have the finished interior ground level equal to or higher than the outside finished ground level on at least one entire side of the foundation wall.

(C) Manufactured Homes

New or replacement manufactured homes, including substantial improvement of existing manufactured homes, shall:

(1) Be elevated on a permanent, reinforced foundation that raises the lowest floor to or above the base flood elevation plus 18 inches and is otherwise in accordance with § 130-28(A).

(2) Be installed in accordance with the anchor and tie-down requirements of the building code or the manufacturer's written installation instructions and specifications.

(3) Have enclosures below the elevated manufactured home, if any, meet the requirements of § 130-28(B).

For the purpose of this requirement, the lowest floor of a manufactured home is the bottom of the lowest horizontal supporting member of the lowest floor.

§ 130-29. Nonresidential Structures and Nonresidential Portions of Mixed Use Structures.

(A) Elevation Requirements

(1) The lowest floor (including basement) shall be elevated to or above the base flood elevation plus 18 inches or the structure shall be dry floodproofed in accordance with § 130-29(B).

(2) In areas of shallow flooding (Zone AO), if not dry floodproofed, the lowest floor (including basement) shall be elevated at least as high above the highest adjacent grade as the depth number specified in feet on the Flood Insurance Rate Map plus 18 inches, or at least 3.5 feet if a depth number is not specified; adequate drainage paths shall be provided to guide floodwaters around and away from the structure.

(3) Enclosures below the lowest floor, if not dry floodproofed, shall meet the requirements of § 130-28(B).

(B) Dry Floodproofing Requirements

Dry floodproofed structures, together with attendant utility and sanitary facilities, shall:

(1) Be designed to be dry floodproofed such that the structure is watertight with walls and floors substantially impermeable to the passage of water to the level of the base flood elevation plus 18 inches. In areas of shallow flooding (Zone AO), the structure shall be dry floodproofed at least as high above the highest adjacent grade as the depth number specified in feet on the Flood Insurance Rate Map plus 18 inches, or at least 3.5 feet if a depth number is not specified.

(2) Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.

(3) Be certified by a licensed professional engineer or licensed professional architect with a Floodproofing Certificate, that the design and methods of construction meet the requirements of this section. Refer to FEMA Technical Bulletin #3 - Non-Residential Floodproofing - Requirements and Certification for guidance.

§ 130-30. Accessory Structures.

Accessory structures shall meet the requirements of these regulations. Accessory structures that have a footprint of no more than 200 square feet may be allowed without requiring elevation or floodproofing provided such structures meet all of the following requirements:

(A) Useable only for parking or limited storage;

(B) Constructed with flood damage-resistant materials below the base flood elevation;

(C) Constructed and placed to offer the minimum resistance to the flow of flood waters;

(D) Firmly anchored to prevent flotation, collapse, and lateral movement;

(E) Electrical service and mechanical equipment elevated to or above the level of the base flood elevation plus 18 inches; and

(F) Equipped with flood openings that meet the requirements of § 130-28(B).

(G) For guidance, see FEMA Technical Bulletin #7 - Wet Floodproofing Requirements.

§ 130-31. Protection of Flood-Carrying Capacity.

(A) Development in Floodways

Within any floodway area designated on the Flood Insurance Rate Map, no encroachments, including fill, new construction, substantial improvements, or other development shall be permitted unless it has been demonstrated through hydrologic and hydraulic engineering analysis that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge. Such technical data shall be submitted to the Floodplain Administrator and to FEMA. The analyses shall be prepared by a licensed professional engineer in a format required by FEMA for a Conditional Letter of Map

Revision or Letter of Map Revision. Submittal requirements and processing fees shall be the responsibility of the applicant.

The proposed development activity may be permitted if the analyses demonstrate that the activity:

- (1) Will not result in any increase in the base flood elevation; or
- (2) Will result in an increase in the base flood elevation, provided a Conditional Letter of Map Revision has been issued by FEMA and the applicant completes all of the following:
 - (a) Submits technical data required in § 130-13(A)(8)(d);
 - (b) Evaluates alternatives which would not result in increased base flood elevations and an explanation why these alternatives are not feasible;
 - (c) Certifies that no structures are located in areas which would be impacted by the increased base flood elevation;
 - (d) Documents that individual legal notices have been delivered to all impacted property owners to explain the impact of the proposed action on their properties;
 - (e) Requests and receives concurrence of the Mayor of the City of Milford and the Chief Executive Officer of any other community impacted by the proposed actions; and
 - (f) Notifies the Delaware Department of Natural Resources and Environmental Control (Division of Watershed Stewardship).

(B) Development in Areas with Base Flood Elevations but No Floodways

For development activities in a special flood hazard area with base flood elevations but no designated floodways, the applicant shall develop hydrologic and hydraulic engineering analyses and technical data reflecting the proposed activity and shall submit such analyses and data to the Floodplain Administrator and to FEMA. The analyses shall be prepared by a licensed professional engineer in a format required by FEMA for a Conditional Letter of Map Revision or Letter of Map Revision. Submittal requirements and processing fees shall be the responsibility of the applicant.

The proposed development activity may be permitted if the analyses demonstrate that the cumulative effect of the proposed development activity, when combined with all other existing and potential special flood hazard area encroachments will not increase the base flood elevation more than 1.0 (one) foot at any point.

(C) Deliberate Alterations of a Watercourse

For the purpose of these regulations, a watercourse is deliberately altered when a person causes a change to occur within its banks. Deliberate changes to a watercourse include, but are not limited to: widening, deepening or relocating of the channel; installation of culverts; construction of bridges, and excavation or filling of the channel or watercourse banks.

For any proposed deliberate alteration of a watercourse, the applicant shall develop hydrologic and hydraulic engineering analyses and technical data reflecting such changes and submit such technical data to the Floodplain Administrator and to FEMA. The analyses shall be prepared by a licensed professional engineer in a format required by FEMA for a Conditional Letter of Map Revision or Letter of Map Revision. Submittal requirements and processing fees shall be the responsibility of the applicant.

The proposed alteration of a watercourse may be permitted upon submission, by the applicant, of the following:

- (1) Documentation of compliance with § 130-31(A) if the alteration is in a floodway or § 130-31(B) if the alteration is in a watercourse with base flood elevations but no floodway.
- (2) A description of the extent to which the watercourse will be altered or relocated as a result of the proposed development.

- (3) A certification by a licensed professional engineer that the bankful flood-carrying capacity of the watercourse will not be diminished.
- (4) Evidence that adjacent communities, the U.S. Army Corps of Engineers, and the Delaware Department of Natural Resources and Environmental Control (Division of Watershed Stewardship) have been notified of the proposal and evidence that such notifications have been submitted to the Federal Emergency Management Agency.
- (5) Evidence that the applicant shall be responsible for providing the necessary maintenance for the altered or relocated portion of the watercourse so that the flood carrying capacity will not be diminished. The Floodplain Administrator may require the permit holder to enter into an agreement with City of Milford specifying the maintenance responsibilities; if an agreement is required, the permit shall be conditioned to require that the agreement be recorded on the deed of the property which shall be binding on future owners.

ARTICLE VI - VARIANCES

§ 130-32. Variances.

The City of Milford's Board of Appeals shall have the power to authorize, in specific cases, such variances from the requirements of these regulations, not inconsistent with Federal regulations, as will not be contrary to the public interest where, owing to special conditions of the lot or parcel, a literal enforcement of the provisions of these regulations would result in unnecessary hardship.

(A) Application for a Variance

- (1) Any owner, or agent thereof, of property for which a variance is sought shall submit an application for a variance to the Floodplain Administrator.
- (2) At a minimum, such application shall contain the following information: Name, address, and telephone number of the applicant; legal description of the property; parcel map; description of the existing use; description of the proposed use; location of the floodplain; description of the variance sought; and reason for the variance request. Each variance application shall specifically address each of the considerations in § 130-32(B) and the limitations and conditions of § 130-32(C).

(B) Considerations for Variances

In considering variance applications, the Board of Appeals shall consider and make findings of fact on all evaluations, all relevant factors, requirements specified in other sections of these regulations, and the following factors:

- (1) The danger that materials may be swept onto other lands to the injury of others.
- (2) The danger to life and property due to flooding or erosion damage.
- (3) The susceptibility of the proposed development and its contents (if applicable) to flood damage and the effect of such damage on the individual owner.
- (4) The importance of the services provided by the proposed development to the community.
- (5) The availability of alternative locations for the proposed use which are not subject to, or are subject to less, flooding or erosion damage.
- (6) The necessity to the facility of a waterfront location, where applicable, or if the facility is a functionally dependent use.
- (7) The compatibility of the proposed use with existing and anticipated development.
- (8) The relationship of the proposed use to the comprehensive plan for that area.
- (9) The safety of access to the property in times of flood for ordinary and emergency

vehicles.

(10) The expected heights, velocity, duration, rate of rise, and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site.

(11) The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.

(C) Limitations for Variances

(1) An affirmative decision on a variance request shall only be issued upon:

(a) A showing of good and sufficient cause. A "good and sufficient" cause is one that deals solely with the physical characteristics of the property and cannot be based on the character of the planned construction or substantial improvement, the personal characteristics of the owner or inhabitants, or local provisions that regulate standards other than health and public safety standards.

(b) A determination that failure to grant the variance would result in exceptional hardship due to the physical characteristics of the property.

(c) Increased cost or inconvenience of meeting the requirements of these regulations does not constitute an exceptional hardship to the applicant.

(d) A determination that the granting of a variance for development within any designated floodway, or special flood hazard area with base flood elevations but no floodway, will not result in increased flood heights beyond that which is allowed in these regulations.

(e) A determination that the granting of a variance will not result in additional threats to public safety; extraordinary public expense, nuisances, fraud on or victimization of the public, or conflict with existing local laws.

(f) A determination that the structure or other development is protected by methods to minimize flood damages.

(g) A determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

(2) Upon consideration of the individual circumstances, the limitations and conditions, and the purposes of these regulations, the Board of Appeals may attach such conditions to variances as it deems necessary to further the purposes of these regulations.

(3) The Board of Appeals shall notify, in writing, any applicant to whom a variance is granted for a building or structure with a lowest floor elevation below the base flood elevation that the variance is to the floodplain management requirements of these regulations only, and that the cost of federal flood insurance will be commensurate with the increased risk.

ARTICLE VII - ENFORCEMENT

§ 130-33. Compliance Required.

(A) No structure or land development shall hereafter be located, erected, constructed, reconstructed, repaired, extended, converted, enlarged or altered without full compliance with these regulations and all other applicable regulations which apply to uses within the jurisdiction of these regulations.

(B) Failure to obtain a permit shall be a violation of these regulations and shall be punishable in accordance with § 130-35.

(C) Permits issued on the basis of plans and applications approved by the Floodplain Administrator authorize only the specific activities set forth in such approved plans and applications or amendments thereto. Use, arrangement, or construction of such specific activities that is contrary to that authorized shall be deemed a violation of these regulations.

§ 130-34. Notice of Violation.

Notices of violation shall be issued in accordance with the requirement of the building code (see Chapter 88).

§ 130-35. Violations and Penalties.

Violations and penalties shall be administered in accordance with the requirement of the building code (see Chapter 88).

SECTION 3. APPLICABILITY.

For the purposes of jurisdictional applicability, this ordinance shall apply in the City of Milford. This ordinance shall apply to all applications for development, including building permit applications and subdivision proposals, submitted on or after the effective date of this ordinance.

SECTION 4. REPEALER.

Any and all ordinances and regulations in conflict herewith are hereby repealed to the extent of any conflict. This ordinance specifically repeals and replaces Chapter 130, Floodplain Management.

SECTION 5. EFFECTIVE DATE.

Introduced: 11-10-2014

Adopted (Projected): 11-24-2014

Chapter 88

BUILDING CONSTRUCTION

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| <p style="text-align: center;">Article I</p> <p style="text-align: center;">International Residential Code</p> <p>§ 88-1. Adoption of code.</p> <p>§ 88-2. Additions, insertions and changes.</p> <p style="text-align: center;">Article II</p> <p style="text-align: center;">International Building Code</p> <p>§ 88-3. Adoption of code.</p> <p>§ 88-4. Additions, insertions and changes.</p> <p>§ 88-5. Reserved.</p> <p style="text-align: center;">Article III</p> <p style="text-align: center;">Board of Appeals</p> <p>§ 88-6. General.</p> <p>§ 88-7. Limitations on authority.</p> | <p>§ 88-8. Membership of the board.</p> <p>§ 88-8.1. Alternate members.</p> <p>§ 88-8.2. Chairman.</p> <p>§ 88-8.3. Disqualification of member.</p> <p>§ 88-8.4. Secretary.</p> <p>§ 88-8.5. Compensation of members.</p> <p>§ 88-9. Application for appeal.</p> <p>§ 88-9.1. Hearing fee.</p> <p>§ 88-10. Notice of meeting.</p> <p>§ 88-11. Open hearing.</p> <p>§ 88-11.1. Procedure.</p> <p>§ 88-12. Postponed hearing.</p> <p>§ 88-13. Board decision.</p> <p>§ 88-13.1. Records and copies.</p> <p>§ 88-13.2. Administration.</p> <p>§ 88-14. Court review.</p> <p>§ 88-15. Stays of enforcement.</p> |
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[HISTORY: Adopted by the City Council of the City of Milford 10-22-2007 by Ord. No. 2007-10.¹ Amendments noted where applicable.]

GENERAL REFERENCES

Floodplain management - See Ch. 130.
Property maintenance - See Ch. 174.

Residential rental operating licenses - See Ch. 180.
Zoning - See Ch. 230.

¹ Editor's Note: This ordinance also repealed former Ch. 88, Building Construction, adopted 6-12-1995, as amended.

ARTICLE I

International Residential Code**§ 88-1. Adoption of code.**

A certain document, three copies of which are on file in the office of the Building Inspector of the City of Milford, being marked and designated as the International Residential Code, 2006 edition, including Appendix Chapters G and J (see International Residential Code Section 101.2.1, 2006 edition), as published by the International Code Council, is hereby adopted as the Residential Code of the City of Milford, in the State of Delaware, for regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use and the demolition of such structures are herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of the Building Code on file in the office of the City of Milford are hereby referred to, adopted, and made a part hereof, as if fully set out in this article, with the additions, insertions, deletions and changes, if any, prescribed in § 88-2 of this chapter.

§ 88-2. Additions, insertions and changes.

The following sections or portions are hereby revised as follows:

A. Chapter 1, Administration.

(1) Section R105, Permits.

- (a) Section R105.2, Work exempt from permit, is deleted in its entirety.
- (b) Add: **R105.5.1. Time limitation of permit.** A permit for any activity for which a permit is required shall be valid for one year from the date of issuance.
- (c) Add: **R105.5.2. Completion of construction.** All construction for which a building permit is required must be completed and pass final inspection within one year after issuance of a building permit. One extension of six months, accompanied by a renewal fee of a minimum of \$50 or 10% of the original building permit fee, whichever is greater, may, at the discretion of the Code Official, be granted.

(2) Add: **R106.3.1, Approval of construction documents.** Construction documents shall be approved, in writing or by a stamp which states "Approved plans per IRC section R106.3.1."

(3) Section R108, Fees.

- (a) Add: **R108.2.1. Fee schedule.** A fee for each plan examination, building permit and inspection(s) shall be fixed, from time to time, by City Council.

- (b) Add: **R108.6. Work commencing before permit.** Any person who commences any work on a building, structure, gas or mechanical system before obtaining the necessary permits shall be subject to an additional fee established by the building official that shall be in addition to the required permit fees.
- (c) Add: **R108.6.1. Violation fee.** When obtaining a building permit after the start of construction, the building permit fee shall be \$100 plus the permit fee or double the normal permit fee, whichever is less.

(4) Section R112, Board of Appeals.

Appeals of orders, decisions, or determination made by the Building and/or Code Official relative to the application and interpretation of this code, shall proceed as described in Article III of this Chapter.

(5) Add: **R113.4. Violation penalties.** Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, construct, alter or repair a building or structure in violation of an approved plan or directive of the Code Enforcement Official, or of a permit or certificate issued under the provisions set forth under this code shall be guilty of a misdemeanor, punishable by a fine of not more than \$500. Each day that a violation continues after due notice has been served shall be deemed as a separate offense.

(6) Add: **R114.3. Unlawful continuance.** Any person who shall continue any work in or about the structure after having been served with a stop-work order, except such work as would be necessary to correct said violation(s) or unsafe conditions, shall be liable to a fine of not less than \$500.

(7) Add: **10.9.1.5.3. Waterproofing inspection.** A waterproofing inspection will be required for all dwelling units with basements. The inspection will be required before the basement walls are backfilled.

B. Chapter 2, Definitions. Adopt without changes.

C. Chapter 3, Building Planning.

(1) Add: TABLE R301.2(1)

Climatic And Geographic Design Criteria

Ground Snow Load	Wind Speed d (mph)	Seismic Design Category	Subject To Damage From			Winter Design Temp e	Ice Barrier Underlay-ment Required	Flood Hazards g	Air Freezing Index i	Mean Annual Temp j
			Weathering	Frost Line Depth b	Termite					
25	100	A	SEVERE	24 INCHES	MOD-HEAVY	14	NO	ADOPTED: 07/14/78 CURRENT: 01/06/05	368	55.71°

For SI: 1 pound per square foot = 0.0479kPa, 1 mile per hour = 0.447 m/s.

- a. Weathering may require a higher strength concrete or grade of masonry than necessary to satisfy the structural requirements of this code. The weather column shall be filled in with the weathering index (i.e., "negligible," "moderate," or "severe") for concrete as determined from the Weathering Probability Map [Figure R301.2(3)]. The grade of masonry units shall be determined from ASTM C34, C44, C62, C73, C90, C129, C145, C216, or C652.
- b. The frost line depth may require deeper footings than indicated on Figure R403.1(1). The jurisdiction shall fill in the frost line depth column with the minimum depth of footing below finish grade.
- c. The jurisdiction shall fill in this part of the table to indicate the need for protection depending on whether there has been a history of local subterranean termite damage.

- d. The jurisdiction shall fill in this part of the table with the wind speed from the basic wind speed map [Figure R301.2(4)]. Wind exposure category shall be determined on a site-specific basis in accordance with Section R301.2.1.4.
 - e. The outdoor design dry-bulb temperature shall be selected from the columns of 97:1/2-percent values for winter from Appendix D of the International Plumbing Code. Deviations from the Appendix D temperatures shall be permitted to reflect local climates or local weather experience as determined by the building official.
 - f. The jurisdiction shall fill in this part of the table with the seismic design category determined from Section R301.2.2.1.
 - g. The jurisdiction shall fill in this part of the table with (a) the date of the jurisdiction's entry into the National Flood Insurance Program (date of the first code or ordinance for management of flood hazard areas), (b) the date(s) of the currently effective FIRM and FBFM, or other flood hazard map adopted by the community, as may be amended.
 - h. In accordance with Sections R905.2.7.1, R905.5.3.1, R905.6.3.1, R905.7.3.1 and R905.8.3.1, where there has been a history of local damage from the effects of ice damming, the jurisdiction shall fill in this part of the table with "YES." Otherwise, the jurisdiction shall fill in this part of the table with "NO".
 - i. The jurisdiction shall fill in this part of the table with the 100-year return period air freezing index (BF-days) from Figure R403.3(2) or from the 100-year (99%) value on the National Climatic Data Center data table "Air Freezing Index-USA Method (Base 32 degree Fahrenheit)" at www.ncdc.noaa.gov/fpsf.html.
 - j. The jurisdiction shall fill in this part of the table with the mean annual temperature from the National Climatic Data Center data table "Air Freezing Index- USA Method (Base 32 degree Fahrenheit)" at www.ncdc.noaa.gov/fosf.html.
- (2) Section R311, Means of Egress. Add the following:
- (a) **R311.4.1. Exit door required.** Not less than two exit doors conforming to this section shall be provided for each single-family detached dwelling unit. The required exit door shall provide for direct access from the habitable portions of the dwelling to the exterior without requiring travel through a garage. Access to the habitable levels not having an exit in accordance with this section shall be by a ramp in accordance with Section R311.6 or a stairway in accordance with Section R311.5.
 - (b) **R.311.4.3.1. Landings at exit doors.** There shall be a floor or landing on each side of each exit door. The width of each landing shall not be less than the width of the door(s) served. If sliding glass or French doors are installed, the landing width should include the width of both doors (regardless if one panel is fixed or not). The minimum size of each landing shall not be less than 36 inches by 36 inches. Exception: Where; a stairway of two or fewer risers is located on the exterior side of a door, a landing is not required for the exterior side of the door.

- (c) **R311.5.1.1, Stairways required.** All exit doors should be served by a stairway (steps). Stairways shall not be less than 36 inches in clear width.

D. Chapter 4, Foundations.

- (1) Add: **R403.1.1.1. Minimum footing sizes.** Minimum thickness of a footing shall be the nominal width of the wall, but not less than eight inches. The nominal width of the footings shall be twice the nominal thickness of the wall. Two-story sections of a building shall have a minimum footing width of 24 inches and a minimum footing depth of 10 inches. Pier and column footings shall be 24 inches by 24 inches by twelve-inch concrete.

Exceptions:

-Footing for single-story decks with four-by-four posts shall be a minimum of eight inches in diameter; footings for single-story decks with six-by-six posts shall be a minimum of 12 inches in diameter, and all footings shall extend 24 inches below grade and shall have eight inches of concrete to support each post.

-Footings for pole buildings shall be three times the nominal width of the vertical support member in width, and shall extend 36 inches below grade and have eight inches of concrete to support each post.

-Decks having vertical members spaced six feet on center may be placed on a four-inch concrete pad, provided the vertical members are placed one foot inside the perimeter of the pad and are anchored on four corners with approved anchoring devices.

-Residential accessory structures 300 square feet in area or less, with the exception of a pole building and garage, shall be leveled and secured with tie-downs or equivalent manufactured home fastening devices, one on each corner. Structures 20 feet or more in length shall have two additional anchors installed, one on each side mid-span. All lumber in contact with ground shall be pressure treated.

-Prefabricated room enclosures are to be placed on an approved support system of foundation per the manufacturer's installation instructions.

-A garage and/or similar structures containing rooms above grade or slab shall be considered a single story in terms of footing design. Additional floors with weight bearing on exterior walls shall have the footing design for two-story structures.

- (2) Add R403.4. **Footing reinforcement.** Footings shall be reinforced with a minimum of two #4 rebar wired together with a minimum fifteen inch overlap. Column footings shall be reinforced with three pieces of #4 rebar wired together in two directions.
- (3) Section R404, Foundation and Retaining Walls.

R404.1. Concrete and masonry foundation walls. Concrete and masonry foundation walls shall be selected and constructed in accordance with the provisions of this section or in accordance with ACI318, NCMA TR68-A or ACI 530/ASCE 5/TMS 402 or other approved structural standards. When ACI 318 or ACI 530/ASCE 5/TMS 402 or the provisions of this section are used to design concrete or masonry foundation walls, project drawings, typical details and specifications are not required to bear the seal of the architect or engineer responsible for design, unless otherwise required by the state law of the jurisdiction having authority.

- (4) Table R404.1(1): Delete in its entirety.
- (5) Table R404.1(2): Delete in its entirety.
- (6) Table R404.1(3): Delete in its entirety.
- (7) TABLE R404.1.1(1): Replace with the following:

Plain Concrete And Plain Masonry Foundation Walls								
Maximum Wall Height (feet)	Maximum Unbalanced Backfill Height (feet)	Plain Concrete Minimum Nominal Wall Thickness (inches)			Plain Masonry Minimum Nominal Wall Thickness (inches)			
		GW, GP, SW and SP	GM, GC, SM, SM-SC and ML	SC, MH, ML-CL and Inorganic CL	Soil classes	GM, GC, SM, SM-SC and ML	SC, MH, ML-CL and Inorganic CL	
5	4	6	6	6	6 solid(d) or 8 6 solid(d) or 8	6 solid(d) or 8 8	6 solid(d) or 8 10	
	5	6	6					
6	4	6	6	6	6 solid(d) or 8 6 solid(d) or 8 8	6 solid(d) or 8 8 10	6 solid(d) or 8 10 12	
	5	6	6					
	6	6	8g	8g				
7	4	6	6	6	6 solid(d) or 8 6 solid(d) or 8 10 12	8 10 12 10 solid(d) 12	8 10 10 solid(d) 12 solid(d)	
	5	6	6	8g				
	6	6	8	8				
	7	8	8	10				
8	4	6	6	6	6 solid(d) or 8 6 solid(d) or 8 10 12 solid(d) 10 solid(d)	6 solid(d) or 8 10 12 solid(d) 12 solid	8 12 12 solid(d) Footnote e Footnote e Footnote e	
	5	6	6	8				
	6	8g	8	10				
	7	8	10	10				
	7	10	10	12				
9	4	6	6	6	6 solid(d) or 8 or 8 10 10 12 12 solid(d) Footnote e Footnote e	6 solid(d) or 8 10 12 12 solid(d) Footnote e Footnote e Footnote e	8 12 12 solid(d) Footnote e Footnote e Footnote e	
	5	6	8g	8				
	6	8	8	10				
	7	8	10	10				
	8	10	10	12				
	8	10	10	12				
	9	10	12	Footnote f				

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm, 1 pound per square inch = 6.895 Pa.

- a. Mortar shall be Type M or S and masonry shall be laid in running bond. UngROUTED hollow masonry units are permitted except where otherwise indicated.
- b. Soil classes are in accordance with Unified Soil Classification System. Refer to Table R405.1.
- c. Unbalanced backfill height is the difference in height between the exterior finish ground level and the lower of the top of the concrete footing that supports the foundation wall or the interior finished ground level. Where an interior concrete slab-on-grade is provided and is in contact with the interior surface of the foundation wall, measurement of the unbalanced backfill height from the exterior finish ground level to the top of the interior concrete slab is permitted.
- d. Solid grouted hollow units or solid masonry units.
- e. Wall construction shall be in accordance with Table R404.1.1(2) or a design shall be provided.
- f. A design is required.
- g. Thickness may be 6 inches, provided minimum specified compressive strength of concrete, f_c , is 4,000 psi.

- E. Chapter 5, Floors. Adopt without changes.
- F. Chapter 6, Wall Construction. Adopt without changes.
- G. Chapter 7, Wall Covering. Adopt without changes or additions.
- H. Chapter 8, Roof-Ceiling Construction. Adopt without changes.
- I. Chapter 9, Roof Assemblies. Adopt without changes.
- J. Chapter 10, Chimneys and Fireplaces. Adopt without changes.
- K. Chapter 11, Energy Efficiency. Adopt without changes.
- L. Chapter 12, Mechanical Administration. Adopt without changes.
- M. Chapter 13, General Mechanical System Requirements. Adopt without changes.
- N. Chapter 14, Heating and Cooling Equipment. Adopt without changes.
- O. Chapter 15, Exhaust Systems. Adopt without changes.
- P. Chapter 16, Duct Systems. Adopt without changes.
- Q. Chapter 17, Combustion Air. Adopt without changes.
- R. Chapter 18, Chimneys and Vents. Adopt without changes.
- S. Chapter 19, Special Fuel-Burning Equipment. Adopt without changes.
- T. Chapter 20, Boilers and Water Heaters. Adopt without changes.
- U. Chapter 21, Hydronic Piping. Adopt without changes.
- V. Chapter 22, Special Piping and Storage Systems. Adopt without changes.
- W. Chapter 23, Solar Systems. Adopt without changes.
- X. Chapter 24, Fuel Gas. Adopt without changes.

Y. PART VII, Plumbing. Delete in its entirety. Refer to current adopted State Plumbing Code.

- (1) Chapter 25, Plumbing Administration. Delete in its entirety.
- (2) Chapter 26, General Plumbing Requirements. Delete in its entirety.
- (3) Chapter 27, Plumbing Fixtures. Delete in its entirety.
- (4) Chapter 28, Water Heaters. Delete in its entirety.
- (5) Chapter 29, Water Supply and Distribution. Delete in its entirety.
- (6) Chapter 30, Sanitary Drainage. Delete in its entirety.
- (7) Chapter 31, Vents. Delete in its entirety.
- (8) Chapter 32, Traps. Delete in its entirety.

Z. Part III, Electrical. Delete in its entirety. Refer to current adopted State Electrical Code.

- (1) Chapter 33, General Requirements. Delete in its entirety.
- (2) Chapter 34, Electrical Definitions. Delete in its entirety.
- (3) Chapter 35, Services. Delete in its entirety.
- (4) Chapter 36, Branch Circuit and Feeder Requirements. Delete in its entirety.
- (5) Chapter 37, Wiring Methods. Delete in its entirety.
- (6) Chapter 38, Power and Lighting Distribution. Delete in its entirety.
- (7) Chapter 39, Devices and Luminaires. Delete in its entirety.
- (8) Chapter 40, Appliance Installation. Delete in its entirety.
- (9) Chapter 41, Swimming Pools. Use as a reference only. Inspections shall be conducted by a third-party agency under the current state-adopted code.
- (10) Chapter 42, Class 2 Remote-Control Signaling and Power-Limited Circuits. Delete in its entirety.

AA. Part IX, Referenced Standards.

- (1) Chapter 43, Referenced Standards. Adopt without changes.

BB. Appendices.

- (1) Appendix G, Swimming Pools, Spas, and Hot Tubs. Adopt without changes.
- (2) Appendix J, Existing Buildings and Structures. Adopt without changes.
[Ord. No. 2011-22, §§ 1, 2, 9-26-2011]

ARTICLE II

International Building Code**§ 88-3. Adoption of code.**

A certain document, three copies of which are on file in the office of the Building Inspector of the City of Milford, being marked and designated as the International Building Code, 2006 edition, as published by the International Code Council, is hereby adopted as the Building Code of the City of Milford, in the State of Delaware, for regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use and the demolition of such structures are herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of the Building Code on file in the office of the City of Milford are hereby referred to, adopted, and made a part hereof, as if fully set out in this article, with the additions, insertions, deletions and changes, if any, prescribed in § 88-4 of this chapter.

§ 88-4. Additions, insertions and changes.

The following sections or portions are hereby revised as follows:

A. Chapter 1, Administration.

- (1) Add: **101.1. Title.** These regulations shall be known as the Building Code of the City of Milford, hereinafter referred to as "this code."
- (2) Section 105, Permits.
 - (a) Section 105.2, Work exempt from permit, is deleted in its entirety.
 - (b) Add: **105.5.1. Time limitation of permit.** A permit for any activity for which a permit is required shall be valid for two years from the date of issuance.
 - (c) Add: **105.5.2. Completion of construction.** All construction for which a building permit is required must be completed and pass final inspection within two years after issuance of a building permit. One extension of six months, accompanied by a renewal fee of a minimum of \$50 or 10% of the original building permit fee, whichever is greater, may, at the discretion of the Code Official, be granted.
- (3) Change: **106.1 Submittal Documents.** Construction documents, statement of special inspections and other data shall be submitted in one or more sets with each permit application. The construction documents shall be prepared by a registered design

professional. Where special conditions exist, the building official is authorized to require additional construction documents to be prepared by a registered design professional.

[Added 8-25-2008 by Ord. No. 2008-16]

Exception: The building official is authorized to waive the requirement that construction documents be prepared by a registered design professional if, in the opinion of the building official, with confirmation from the City Manager, the nature of the work is minor and the waiver of said requirement will not be detrimental to the intent of this code.

(4) Section 108, Fees.

- (a) Add: **108.2.1. Fee Schedule.** A fee for each plan examination, building permit and inspection(s) shall be fixed, from time to time, by City Council.
- (b) Add: **108.4.1. Violation fee.** When obtaining a building permit after the start of construction, the building permit fee shall be \$100 plus the permit fee or double the normal permit fee, whichever is less.

(5) Section 112, Board of Appeals.

Appeals of orders, decisions, or determination made by the Building and/or Code Official relative to the application and interpretation of this code, shall proceed as described in Article III of this Chapter.

- (6) Add: **113.4. Violation penalties.** Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, construct, alter or repair a building or structure in violation of an approved plan or directive of the Code Enforcement Official, or of a permit or certificate issued under the provisions set forth under this code shall be guilty of a misdemeanor, punishable by a fine of not more than \$500. Each day that a violation continues after due notice has been served shall be deemed as a separate offense.
- (7) Add: **114.3. Unlawful continuance.** Any person who shall continue any work in or about the structure after having been served with a stop-work order, except such work as would be necessary to correct said violation(s) or unsafe conditions, shall be liable to a fine of not less than \$500.
- (8) Add: **115.5. Restoration.** A building or structure condemned by the Code Enforcement Official is permitted to be restored to a safe and fully code compliant condition, provided that said restoration or repairs do not exceed 50% of the value of said building or structure as determined by the assessment given by the City for tax purposes. This valuation figure shall be exclusive of foundations. Said repairs shall be made to comply, in all respects, with the requirements for materials and methods of construction of structures hereafter erected. To the extent that the repairs, alterations or additions are

made or a change of occupancy occurs during the restoration of the structure, such repairs, alterations, additions or change of occupancy shall comply with the requirements of Section 105.2.2 and Chapter 34.

(9) Add: **Section 116, Licensed Contractors.**

116.1. Contractors license. All contractors shall be in possession of a current City of Milford contractors license.

- B. Chapter 2, Definitions. Adopt without changes.
- C. Chapter 3, Use and Occupancy Classification. Adopt without changes.
- D. Chapter 4, Special Detailed Requirements Based on Use and Occupancy. Adopt without changes.
- E. Chapter 5, General Building Heights and Areas.
 - (1) Section 503, General Height and Area Limitations. Add:
 - 503.1.1. Height and Zoning Code.** Building height shall not be in conflict with any of the provisions contained in the Code of the City of Milford, Chapter 230, Zoning.
- F. Chapter 6, Types of Construction. Adopt without changes.
- G. Chapter 7, Fire Resistance-Rated Construction. Adopt without changes.
- H. Chapter 8, Interior Finishes. Adopt without changes.
- I. Chapter 9, Fire Protection Systems. Adopt without changes.
- J. Chapter 10, Means of Egress. Adopt without changes.
- K. Chapter 11, Accessibility. Adopt without changes.
- L. Chapter 12, Interior Environment. Adopt without changes.
- M. Chapter 13, Energy Efficiency. Adopt without changes.
- N. Chapter 14, Exterior Walls. Adopt without changes.
- O. Chapter 15, Roof Assemblies and Rooftop Structures. Adopt without changes.
- P. Chapter 16, Structural Design.

161.2.3. Establishment of flood hazard areas. To establish flood hazard areas, the governing body shall adopt a flood hazard map and supporting data. The flood hazard map shall include, at a minimum, acres of special flood hazard as identified by the Federal Emergency Management Agency in an engineering report entitled "The Flood Insurance Study for the City of Milford," dated June 16, 1995, as amended or revised with the accompanying Flood Insurance Rate Map (FIRM) and Flood Boundary and Floodway Map

(FBFM) and related supporting data, along with any revisions thereto. The adopted flood hazard map and supporting data are hereby adopted by reference and declared to be part of this section.

- Q. Chapter 17, Structural Tests and Special Inspections. Adopt without changes.
- R. Chapter 18, Soils and Foundations. Adopt without changes.
- S. Chapter 19, Concrete. Adopt without changes.
- T. Chapter 20, Aluminum. Adopt without changes.
- U. Chapter 21, Masonry. Adopt without changes.
- V. Chapter 22, Steel. Adopt without changes.
- W. Chapter 23, Wood. Adopt without changes.
- X. Chapter 24, Glass and Glazing. Adopt without changes.
- Y. Chapter 25, Gypsum Board and Plaster. Adopt without changes.
- Z. Chapter 26, Plastic. Adopt without changes.
- AA. Chapter 27, Electrical. Adopt without changes.
- BB. Chapter 28, Mechanical Systems. Adopt without changes.
- CC. Chapter 29, Plumbing Systems. Adopt without changes.
- DD. Chapter 30, Elevators and Conveying Systems. Adopt without changes.
- EE. Chapter 31, Special Construction. Adopt without changes.
- FF. Chapter 32, Encroachments into the Public Right-of-Way. Adopt without changes.
- GG. Chapter 33, Safeguards During Construction. Adopt without changes.
- HH. Chapter 34, Existing Structures. Add: **Section 3410.2 Applicability.** Structures existing prior to June 12, 1995, in which there is work involving additions, alterations or changes of occupancy, shall be made to conform to the requirements of this section or the provisions of Sections 3403 through 3407. The provisions in Sections 3410.2.1 through 3410.2.5 shall apply to existing occupancies that will continue to be, or are proposed to be, in Groups A, B, E, F, M, R, S and U. These provisions shall not apply to buildings with occupancies in Group H or I.

[Ord. No. 2011-22, §§ 3, 4, 9-26-2011]

§ 88-5. Reserved.**ARTICLE III
Board of Appeals****§ 88-6. General.**

In order to hear and decide appeals of orders, decisions, or determinations made by the building or code official relative to the application and interpretation of the code, there shall be and is hereby created a board of appeals.

[Ord. No. 2011-22, § 5, 9-26-2011]

§ 88-7. Limitations on authority.

An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The board shall have no authority to waive requirements of this code.

[Ord. No. 2011-22, § 5, 9-26-2011]

§ 88-8. Membership of the board.

The Board of Appeals shall consist of three members: the City Manager or his designate, a design professional (architect or engineer), and a representative of the contracting industry. The City Manager or his designate will be a standing member of the Board of Appeals. City Council shall appoint the design professional and the representative from the contracting industry. The initial term of the design professional shall be two years and the initial term of the representative of the contracting industry shall be for one year. The term of all subsequent appointments shall be two years.

[Ord. No. 2011-22, § 5, 9-26-2011]

§ 88-8.1. Alternate members.

City Council shall appoint an individual of its choice to be an alternate during those times where one of the permanent members is unable to attend an appeals hearing or in cases where a conflict of interest may exist. Said appointment shall be made for a two-year term.

[Ord. No. 2011-22, § 5, 9-26-2011]

§ 88-8.2. Chairman.

The Board shall annually select one of its members to serve as chairman.

[Ord. No. 2011-22, § 5, 9-26-2011]

§ 88-8.3. Disqualification of member.

A member shall not hear an appeal in which that member has a personal, professional or financial interest.

[Ord. No. 2011-22, § 5, 9-26-2011]

§ 88-8.4. Secretary.

The City Manager shall designate a qualified clerk or staff as Secretary to the Board. The Secretary shall file a detailed record of all proceedings with the office of the City Clerk. Secretary shall have no right to vote on matters coming before the board.

[Ord. No. 2011-22, § 5, 9-26-2011]

§ 88-8.5. Compensation of members.

Compensation of members shall be determined by ordinance of City Council.

[Ord. No. 2011-22, § 5, 9-26-2011]

§ 88-9. Application for appeal.

Any person directly affected by a decision of the Code Official or an notice or order issued under this code shall have the right to appeal a decision of the Code Enforcement and/or Building Official to the Board of Appeals provided the application is filed within 20 days of the day the decision, notice, or order was served. An application for appeal shall be based on a claim that the true intent of the code or the rules legally adopted thereunder have been incorrectly interpreted, that the provisions of this code do not apply or that an equivalent form of construction is to be used.

[Ord. No. 2011-22, § 5, 9-26-2011]

§ 88-9.1. Hearing fee.

The following fee schedule shall apply for hearings of the Board of Appeals:

International Residential Code: \$ 300.00

International Building Code: \$1,000.00

International Property Maintenance Code: \$ 300.00

[Ord. No. 2011-22, § 5, 9-26-2011]

§ 88-10. Notice of meeting.

The Board shall meet upon notice from the Chairman. The meeting date and time shall be scheduled in accordance with the state guidelines for public hearings. Surrounding property owners within 200 feet of the property or building in question shall be notified by mail.

[Ord. No. 2011-22, § 5, 9-26-2011]

§ 88-11. Open hearing.

All hearings before the Board shall be open to the public. The appellant's representative, the Code Official and any other person or persons that may be deemed necessary as witnesses and all other persons whose interests are affected shall be given an opportunity to be heard.

[Ord. No. 2011-22, § 5, 9-26-2011]

§ 88-11.1. Procedure.

The hearing shall address only those issues or items that may be deemed relevant to the case being heard. The Board shall adopt and publish, for public information, the procedures under which the hearing will be conducted.

[Ord. No. 2011-22, § 5, 9-26-2011]

§ 88-12. Postponed hearing.

When there are fewer than two members of the Board available and the authorized or appointed alternate is unavailable, notification shall be given to the interested parties.

[Ord. No. 2011-22, § 5, 9-26-2011]

§ 88-13. Board decision.

The Board shall affirm, modify or reverse the decision of the Code Official by means of a simple majority.

[Ord. No. 2011-22, § 5, 9-26-2011]

§ 88-13.1. Records and copies.

The decision of the board shall be recorded. Copies shall be furnished to the appellant and to the appropriate Building or Code Official.

[Ord. No. 2011-22, § 5, 9-26-2011]

§ 88-13.2. Administration.

The appropriate Building or Code Official shall take immediate action in accordance with the decision of the Board.

[Ord. No. 2011-22, § 5, 9-26-2011]

§ 88-14. Court review.

Any person, whether or not a previous party of the appeal, shall have the right to apply to the Superior Court of the State of Delaware in the applicable county for a writ of certiorari to correct errors of law. Application for review shall be made in the manner and time required by law, following the filing of the Board's decision in the Office of the City Clerk.

[Ord. No. 2011-22, § 5, 9-26-2011]

§ 88-15. Stays of enforcement.

Appeals of notices and orders (other than Imminent Danger Notices) shall stay the enforcement of the notice and order until the appeal is complete or the stay is lifted by the Superior Court.

[Ord. No. 2011-22, § 5, 9-26-2011]

PUBLIC NOTICE
 Notice of City of Milford Ordinance Adoption

An Ordinance of the City of Milford Amending
 Chapter 88, Building Construction

Ordinance 2014-17
 Chapter 88-Building Construction

WHEREAS, the City of Milford deems it necessary to regulate and govern the conditions and maintenance of all property, buildings and structures; and

WHEREAS, the City stipulates the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and

WHEREAS, the City requires the condemnation of buildings and structures unfit for human occupancy and use and the demolition of such structures are herein provided; and

WHEREAS, the City calls for the issuance of permits and collection of fees.

NOW, THEREFORE, THE CITY OF MILFORD HEREBY ORDAINS:

Section 1.

An Ordinance to Amend the Code of the City of Milford by Amending Chapter 88 entitled Building Construction.

Section 2. Article 1-International Residential Code, 88-2.-Additions, Insertions and Changes is hereby amended as follows:

C. Chapter 3 Building Planning

(1) TABLE R301.2(1)

Climatic and Geographic Design Criteria

Ground Snow Load	Wind Speed d (mph)	Seismic Design Category	Subject To Damage From			Winter Design Temperature	Ice Barrier Underlayment Required	Flood Hazards g	Air Freezing Index i	Mean Annual Temperature j
			Weathering	Frost Line Depth b	Termite					
25	100	A	SEVERE	24 INCHES	MOD-HEAVY	14	NO	ADOPTED: 07/14/78 CURRENT: 01/06/05 See Chapter 130 Floodplain Management	368	55.7F

Section 3. Article II-International Building Code, 88-4.-Additions, Insertions and Changes is hereby amended as follows:

P. Chapter 16, Structural Design.

~~161.2.3~~ **1612.3. Establishment of flood hazard areas.** ~~To establish flood hazard areas, the governing body shall adopt a flood hazard map and supporting data. The flood hazard map shall include, at a minimum, acres of special flood hazard as identified by the Federal Emergency Management Agency in an engineering report entitled "The Flood Insurance Study for the City of Milford," dated June 16, 1995, as amended or revised with the accompanying Flood Insurance Rate Map (FIRM) and Flood Boundary and~~

~~Floodway Map (FBFM) and related supporting data, along with any revisions thereto. The adopted flood hazard map and supporting data are hereby adopted by reference and declared to be part of this section.~~

Flood hazard areas are established by Chapter 130, Floodplain Management.

Section 4. Dates.

Introduction 11/10/2014

Adoption (Projected) 11/24/2014

**CITY OF MILFORD
FUND BALANCES REPORT**

Date: September 2014

Cash Balance - General Fund Bank Balance	\$2,555,871
Cash Balance - Electric Fund Bank Balance	\$4,296,601
Cash Balance - Water Fund Bank Balance	\$2,752,486
Cash Balance - Sewer Fund Bank Balance	\$1,033,437
Cash Balance - Trash Fund Bank Balance	\$381,691

	General <u>Improvement</u>	Municipal <u>Street Aid</u>	Real Estate <u>Transfer Tax</u>	Solid Waste <u>Reserves</u>
Beginning Cash Balance	(318,876)	1,169,369	1,666,507	0
Deposits			77,576	
Interest Earned this Month		162	236	
Disbursements this Month	(13,252)		(41,666)	
Investments				250,000
Ending Cash Balance	(\$332,128)	\$1,169,531	\$1,702,653	\$250,000

A/R-SE Front Street & Goat Island

	GF Capital <u>Reserves</u>	Water Capital <u>Reserves</u>	Sewer Capital <u>Reserves</u>	Electric <u>Reserves</u>
Beginning Cash Balance	901,597	5,610,192	3,287,400	5,579,066
Deposits				
Interest Earned this Month	104	317	186	311
Disbursements this Month	(97,622)	(13,432)	(1,163)	(93,448)
Investments	250,000			
Ending Cash Balance	\$1,054,079	\$5,597,077	\$3,286,423	\$5,485,929

	Water <u>Impact Fee</u>	Sewer <u>Impact Fee</u>	Electric <u>Impact Fee</u>	Economic Development <u>Fund</u>
Beginning Cash Balance	1,192,310	\$808,444	\$341,140	\$1,032,163
Deposits	26,438	\$13,971	\$6,000	
Interest Earned this Month				
Disbursements this Month				
Investments				
Ending Cash Balance	\$1,218,748	\$822,415	\$347,140	\$1,032,163

INTEREST THROUGH THE THIRD MONTH OF THE FISCAL YEAR:

General Fund	2,480	Water Fund	1,081
GF Capital Reserves	341	Water Capital Reserves	958
Municipal Street Aid	476	Sewer Fund	371
Real Estate Transfer Tax	482	Sewer Capital Reserves	577
Electric Fund	2,427	Trash Fund	1,781
Electric Reserves	966		

TOTAL INTEREST EARNED TO DATE \$11,940

REVENUE REPORT

Page Two

Date: September 2014	AMOUNT BUDGETED	MTD	YTD	25% of Year Expended YTD%
ACCOUNT				
Economic Development Fund	144,120	0	40,000	27.75%
Property Transfer Tax-Police	500,000	41,667	125,000	25.00%
Real Estate Tax	3,769,010	2,844	3,665,123	97.24%
Business License	40,000	425	2,400	6.00%
Rental License	85,000	450	1,550	1.82%
Building Permits	60,000	10,888	31,386	52.31%
Planning & Zoning	15,000	3,484	4,408	29.39%
Grasscutting Revenue	15,000	2,300	12,000	80.00%
Police Revenues	502,000	19,546	50,305	10.02%
Misc. Revenues	267,460	974	20,480	7.66%
Transfers From	3,215,480	267,956	803,870	25.00%
Total General Fund Revenues	\$8,613,070	\$350,534	\$4,756,522	55.22%
Water Revenues	2,644,000	241,430	747,028	28.25%
Sewer Revenues	2,649,860	214,513	650,031	24.53%
Kent County Sewer	1,700,000	153,567	466,286	27.43%
Solid Waste Revenues	1,090,545	87,829	268,628	24.63%
Electric Revenues	24,659,500	2,247,632	6,932,898	28.11%
TOTAL REVENUES	\$41,356,975	\$3,295,505	\$13,821,393	33.42%
YTD Enterprise Expense		17,095		
YTD Enterprise Revenue		16,415		
LTD Carlisle Fire Company Building Permit Fund		105,309		

EXPENDITURE REPORT

Page Three

Date: September 2014

25% of Year Expended

ACCOUNT	AMOUNT BUDGETED	MTD	YTD	YTD%	UNEXPENDED BALANCE
City Manager					
Personnel	446,455	\$27,476	80,752	18.09%	365,703
O&M	153,060	\$12,541	28,013	18.30%	125,047
Capital	0	\$0	0		0
Total City Manager	\$599,515	\$40,017	\$108,765	18.14%	490,750
Planning & Zoning					
Personnel	160,990	\$4,998	14,521	9.02%	146,469
O&M	42,510	\$2,577	9,804	23.06%	32,706
Capital	0	\$0	0		0
Total P, C & I	\$203,500	\$7,575	\$24,325	11.95%	179,175
Code Enforcement & Inspections					
Personnel	147,175	\$10,904	32,265	21.92%	114,910
O&M	52,900	\$5,348	16,411	31.02%	36,489
Capital	0	\$0	0		0
Total P, C & I	\$200,075	\$16,252	\$48,676	24.33%	151,399
Council					
Personnel	31,225	\$2,068	5,497	17.60%	25,728
O&M	46,760	\$5,324	10,197	21.81%	36,563
Council Expense	17,000	\$617	6,588	38.75%	10,412
Contributions	211,000	\$0	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	\$9,163	18,344	59.17%	12,656
Total Council	\$349,985	\$17,172	\$111,626	31.89%	238,359
Finance					
Personnel	352,620	\$26,358	77,692	22.03%	274,928
O&M	61,085	\$5,658	13,811	22.61%	47,274
Capital	0	\$0	0		0
Total Finance	\$413,705	\$32,016	\$91,503	22.12%	322,202
Information Technology					
Personnel	181,080	\$8,597	25,400	14.03%	155,680
O&M	180,765	\$6,950	23,460	12.98%	157,305
Capital	85,430	\$0	22,920	26.83%	62,510
Total Information Technology	\$447,275	\$15,547	\$71,780	16.05%	375,495

EXPENDITURE REPORT

Page Four

Date: September 2014

25% of Year Expended

ACCOUNT	AMOUNT BUDGETED	MTD	YTD	YTD%	UNEXPENDED BALANCE
Police Department					
Personnel	3,811,255	\$288,404	835,485	21.92%	2,975,770
O&M	499,015	\$58,824	140,258	28.11%	358,757
Capital	121,200	\$1,071	14,531	11.99%	106,669
Total Police	\$4,431,470	\$348,299	\$990,274	22.35%	3,441,196
Streets & Grounds Division					
Personnel	442,810	\$32,137	96,479	21.79%	346,331
O&M	450,475	\$30,281	132,041	29.31%	318,434
Capital	80,000	\$0	18,790	23.49%	61,210
Debt Service	20,520	\$0	0	0.00%	20,520
Total Streets & Grounds	\$993,805	\$62,418	\$247,310	24.89%	746,495
Parks & Recreation					
Personnel	580,225	\$43,555	142,017	24.48%	438,208
O&M	251,515	\$60,826	115,341	45.86%	136,174
Capital	142,000	\$32,077	52,191	36.75%	89,809
Total Parks & Recreation	\$973,740	\$136,458	\$309,549	31.79%	664,191
Total General Fund					
Operating Budget	\$8,613,070	\$675,754	\$2,003,808	23.26%	6,609,262

EXPENDITURE REPORT

Page Five

Date: September 2014

25% of Year Expended

ACCOUNT	AMOUNT BUDGETED	MTD	YTD	YTD%	UNEXPENDED BALANCE
Water Division					
Personnel	281,615	\$21,012	63,197	22.44%	218,418
O&M	1,045,165	\$73,814	220,435	21.09%	824,730
Capital	347,000	\$0	0	0.00%	347,000
Debt Service	970,220	\$58,934	60,794	6.27%	909,426
Total Water	\$2,644,000	\$153,760	\$344,426	13.03%	2,299,574
Sewer Division					
Personnel	281,615	\$21,013	63,194	22.44%	218,421
O&M	1,194,475	\$123,695	294,303	24.64%	900,172
Capital	602,500	\$10,172	23,372	0.00%	579,128
Debt Service	571,270	\$0	12,735	2.23%	558,535
Sewer Sub Total	\$2,649,860	\$154,880	\$393,604	14.85%	2,256,256
Kent County Sewer	1,700,000	\$153,365	466,067	27.42%	1,233,933
Total Sewer	\$4,349,860	\$308,245	\$859,671	19.76%	3,490,189
Solid Waste Division					
Personnel	371,835	\$28,159	82,131	22.09%	289,704
O&M	718,710	\$83,798	196,015	27.27%	522,695
Capital	0	\$0	0		0
Total Solid Waste	\$1,090,545	\$111,957	\$278,146	25.51%	812,399
Total Water, Sewer Solid Waste	\$8,084,405	\$573,962	\$1,482,243	18.33%	6,602,162
Electric Division					
Personnel	1,210,610	\$88,667	259,811	21.46%	950,799
O&M	1,723,380	\$197,407	382,677	22.21%	1,340,703
Transfer to General Fund	2,500,000	\$208,333	625,000	25.00%	1,875,000
Capital	325,855	\$0	60,051	18.43%	265,804
Debt Service	399,655	\$49,937	49,937	12.50%	349,718
Electric Sub Total	\$6,159,500	\$544,344	\$1,377,476	22.36%	4,782,024
Power Purchased	18,500,000	\$1,558,292	5,063,117	27.37%	13,436,883
Total Electric	\$24,659,500	\$2,102,636	\$6,440,593	26.12%	18,218,907
TOTAL OPERATING BUDGET	\$41,356,975	\$3,352,352	\$9,926,644	24.00%	31,430,331

INTERSERVICE DEPARTMENTS REPORT

Page Six

Date: September 2014

ACCOUNT	AMOUNT BUDGETED	MTD	YTD	25% of Year Expended YTD%	UNEXPENDED BALANCE
Garage					
Personnel	84,085	6,397	18,874	22.45%	65,211
O&M	69,965	5,339	18,211	26.03%	51,754
Capital	40,000	0	0	0.00%	40,000
Total Garage Expense	\$194,050	11,736	\$37,085	19.11%	156,965
Public Works					
Personnel	198,550	14,664	44,448	22.39%	154,102
O&M	201,160	11,282	34,566	17.18%	166,594
Capital	6,000	0	0	0.00%	6,000
Total Public Works Expense	\$405,710	25,946	\$79,014	19.48%	326,696
Billing & Collections					
Personnel	522,210	38,237	118,826	22.75%	403,384
O&M	229,785	17,403	51,947	22.61%	177,838
Capital	0	0	0		0
Total Billing & Collections	\$751,995	55,640	\$170,773	22.71%	581,222
City Hall Cost Allocation					
Personnel	0	0	0		0
O&M	61,530	2,675	9,757	15.86%	51,773
Capital	0	0	0		0
Total City Hall Cost Allocation	\$61,530	2,675	\$9,757	15.86%	51,773

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.

MILFORD CITY COUNCIL
MINUTES OF MEETING
September 23, 2014

A Meeting of the Community Affairs Committee and Parks and Recreation Committee was held in the Joseph Ronnie Rogers Council Chambers at Milford City Hall on Tuesday, September 23, 2014.

PRESIDING: Mayor Bryan Shupe

IN ATTENDANCE: Councilpersons Christopher Mergner, Dirk Gleysteen, Owen Brooks, Jr. and James Starling, Sr.

City Manager Richard Carmean and Deputy City Clerk Christine Crouch

Mayor Shupe called meeting to order at 2:10 p.m.

He stated the purpose of the joint committee meeting is to review each committee's duties and responsibilities.

No Smoking Policy/City Parks

Mayor Shupe advised that this was initially brought before council by Councilman Pikus. Action on the item was postponed in order to bring it to the Community Affairs Committee. After reconsidering, the mayor felt it was appropriate for the Parks and Recreation Committee to review as well.

He said that City Clerk Terri Hudson had done some research on the matter and had obtained some information on how other towns have handled it. However, she is out of the office unexpectedly today and he does not have those documents.

He asked for the committee members' thoughts and whether it would be beneficial to ban smoking in the city parks as was recommended by Councilman Pikus.

Mr. Brooks said he agrees that smoking should be prohibited and is in line with the ordinances recently passed where alcohol and using the park after dark is not allowed. He feels there should be strict guidelines in place to prevent any questions. The parks are no place for people to sleep on benches but solid rules need to be in place so they can be enforced. Mayor Shupe agreed that an ordinance was adopted this year that required the parks to be closed from dusk to dawn and no alcohol is permitted. Parks include Bicentennial Park, Banneker Park, Marshall Pond Park, Marvel Square, Memorial Park South and the Tony Silicato Park.

Mayor Shupe asked the committee for their opinion on the no smoking ban in city parks; Mr. Starling asked who will monitor it and what consequences there will be.

Mr. Mergner asked if they will be the same as the consequences for drinking alcohol. He asked what happens if a police officer finds someone with a beer and whether he will receive a ticket or get arrested; he feels Chief Hudson or his representative should be included in the discussion so that council understands the rules and current laws.

Mr. Brooks said he received a complaint that someone was drinking in the park and was later urinating. He agrees there is a need to control the behavior of some people in the park.

Mr. Mergner said he agrees but feels there is a problem with identifying and communicating the rules in the city parks. He has been to the playground by Milford Little League and is unsure whether or not that is a city park.

Mr. Brooks confirmed it is a city park. Mr. Mergner feels from a public standpoint, there is no identification stating it is a city park and no posting of the rules. He believes there may be one sign, but nothing about it being a city park nor any rules. He stressed the importance of communicating it is a city park and to post what is not allowed.

Mr. Mergner said he takes his children there to play and thought it may have belonged to Milford Little League.

Mr. Gleysteen also agrees with the comments regarding smoking, drinking and no sleeping. He also agrees the information

needs to be posted. He recalled taking his kid to the Marvel Square Park and thought there was a sign posted that stated an adult had to be present to supervise the children. If that does not exist, that park and the others need to be clearly marked.

Mr. Gleysteen emphasized the need to understand the consequences for violating the rules so the public is aware.

Mr. Starling states the rules need to be in place and the penalty for the first, second and third offenses. He asked if this is going to require the police to spend a lot of their time checking on the parks. The rules should be posted and if someone is smoking, once they see the police, they will simply hide their liquor or put out a cigarette. After the police leave, they will return to smoking and drinking.

Mr. Starling likes this idea but feels this is going to require extra people keeping a constant eye on the parks to ensure it does not happen.

Mr. Brooks asked the city manager's opinion; Mr. Carmean thinks the officer could fill out a ticket and hand it to the violator who could take it to court. If it was a first offense, they would only receive a fine. Other than that, it will be hard keeping any records if we allowed a warning the first time. He thinks the police have warnings they could use and they used to keep them on file for a year. He said he believes they could write up some type of a warning slip though it will be hard handling the record keeping. He said that catching them will not be a problem because the chief can just assign one or two officers to walk the park in civilian or casual clothes. They can walk up behind them that way.

The city manager suggests checking how other communities handle it. He thinks that we could issue warnings or make it a \$25 fine and put a sign up that says no warnings and no smoking in the park.

Mr. Mergner asked the penalty for alcohol in the park; Mr. Carmean said that it is a range between \$100 and \$500. The judge sets the fine.

Mr. Brooks said we have problems and need to take care of them but we need to do it correctly.

Mr. Carmean pointed out that several years ago, council enacted an ordinance prohibiting satellite dishes on the front of a house unless that was the only place the signal could be picked up. However, that ordinance was never enforced.

The committee members agreed there are a number of houses with two and three satellite dishes.

The city manager said the biggest problem with smoking is the nastiness with the butts. He is unaware of people complaining that the smoke was bothering them and the big problem is the associated littering. He said there are regulars in the park that sit on benches six or seven hours every day which results in piles of cigarette butts.

Mr. Mergner pointed out that placing a cigarette in a trash container can be a fire hazard.

Mr. Brooks has seen five or six people sitting on benches at 6:30 in the morning.

The city manager knows the logistics can be worked out and he will talk with Chief Hudson when he returns. In the meantime, he will contact Dover because they have a no smoking policy in their parks.

It was noted that several of the beach towns prohibit smoking on the beach as well.

Mayor Shupe feels we need to discuss this with the chief and ask what the fines should be, how it would be enforced and what the signage should read. We can then write something up to be later considered.

Mr. Carmean said the committee's decision should be whether or not they really want no smoking in the park. Once that is decided, the program can be put together.

Mr. Gleysteen asked if it is more of a problem now than in the past or are we really just talking about smoking or about these other things that have become a problem as well. Mr. Carmean said there are problems with loitering and drinking; Mr.

Gleysteen asked how loitering is a problem because that is what people do in a park. Mr. Carmean said they are living there all day long and going back and forth to the package store. He thinks they hang out there because of the close proximity to the package store which is really creating the problem.

Mr. Carmean said that what needs to be addressed is the drinking and smoking. Mr. Gleysteen asked if the problem is along the riverwalk; Mr. Carmean said that is what he hears.

Joe Palermo of 5 Misty Vale Court went to Gallery 37 in Walnut Street. The owner brought this matter to his attention. He goes across the street everyday and picks up cigarette butts, clothing and litter. He had a customer who looked over his shoulder and a guy went behind a pail to urinate. When the farmers market closes at 1:00 p.m., these people are closing in on them.

Mr. Starling said we are talking about drinking in our parks and pointed out the number of alcohol permits that council has approved for the community and churches. He feels we are talking out of both sides of our mouth. Council is talking about closing the parks down and not allowing alcohol. Most of the people in the park who are drinking are going to hide it if someone walks by them. In the meantime, other organizations are allowing drinking in the public and especially around small children.

Mr. Brooks said council approves St. John's Church having their Octoberfest but it is restricted to a specific area. It is not permitted off the property or on the sidewalk. Mr. Starling said the park is an isolated area too.

Mr. Mergner noted that the permits approved by council are for a determined time frame and at a specific location. After that time, it is no longer allowed. It sounds to him like the problem in the parks occurs all the time.

Mr. Mergner said he feels Chief Hudson or another officer should have been invited and perhaps the officers could walk through the parks more frequently to try and stop it.

Mr. Brooks asked where the cameras are; Mr. Carmean noted that the riverwalk is under surveillance adding that cameras are getting cheaper all the time. He would be willing to purchase some additional cameras and pointed out that our electric employees can run fiber to the cameras so we will not have to pay for running the lines.

The city manager does not know how our current cameras are utilized and is sure that the police react when they see a crime on the cameras.

Mr. Brooks pointed out the high school has signs stating it is under the surveillance of security cameras. Mr. Mergner suggested adding surveillance signs to the park area.

Mayor Shupe suggests these committee draft their recommendations which can then be discussed with Chief Hudson if the committee feels the police will be the ones enforcing the no smoking ban. He does not feel it is necessary to take it to council though the police committee may want to review it first.

Mr. Gleysteen believes an officer on foot in the parks is the best way of letting people know they are safe. On the other hand, we also need a code of conduct for people using the parks. Mr. Starling suggests that if the officers are going to walk through the park, two officers should be sent and not just one.

Mayor Shupe will get some feedback from the police committee on how they recommend handling.

Mr. Brooks pointed out that if this matter is forwarded to the police committee, basically all of council will have reviewed it by that point.

Mayor Shupe feels it would be helpful for Chief Hudson and/or his staff to attend a workshop to discuss the enforcement; the city manager said he would handle that. The suggested the police propose the rules and enforcement and discuss any associated costs related to signs and extra patrol.

Mr. Carmean suggests we obtain copies of ordinances from other towns which is something City Clerk Hudson can do when she returns. Mr. Mergner added that he is willing to drive through parks and get pictures of signs in other towns.

Mr. Brooks said the intent is to have families feel safe in the parks. Mr. Mergner believes the no smoking ban has brought attention to the whole park issue and we might want to identify the rules and regulations and add more foot patrol to ensure our parks remain safe.

Mr. Brooks said the rules are clearly posted in Rehoboth so there are no questions and that needs to be done in Milford.

The city manager will get the information, the costs of the signs and present it to city council at a workshop.

Parkland Designation

Mayor Shupe said that he has talked with Councilman Mergner about where the parks are and how to market them. He has frequently heard residents complain that Milford has no place for children to play. He asked how we get the word out that Milford has a number of parks.

Mr. Brooks suggests we designate the parks on city maps and make it obvious so that people can easily identify them when they open the map.

Mr. Carmean recommends we create an 8 1/2 x 11 map and down the side list the parks with numbers. The numbers would then be highlighted on the map. He agrees the parks are underutilized and most people do not even know they are there. Our billing department could then mail the maps with every utility bill.

The city manager believes people will be impressed with the new dog park. Mr. Brooks pointed out that Goat Island is somewhat secluded and needs a security camera. He is unsure if he would feel safe taking his family there.

Mr. Carmean said that one of the big problems at Goat Island is going to be vandalism. He agrees that some security cameras will need to be added to that area.

Mr. Starling then pointed out the park at Banneker only has a basketball court. Anyone using the court has to walk up to the park because there is no parking allowed. Also, the fenced is locked after school. He believes anyone entering is using the other side of the school and wonders how it can be accessed because the fence that was added.

Mr. Mergner asked how much parks and recreation generates from renting their park land every year. He feels our website does a great job of advertising the fees, calendar, etc. However, it does not show the actual park and a picture would be appropriate.

Mr. Mergner said that another option is to have a festival or park appreciation day at which time the residents can visit each site and become familiar with where they are and what they offer. He was under the impression the Banneker Park belonged to the school.

The mayor said that perhaps there is a way we can work with our local newspapers and feature one park every month. He believes this is something the newspapers would do for free.

Mr. Carmean believes the people using the park for loitering and not for recreation will eventually ruin them. He likes the idea of having picnic tables at strategic spots along the river with freestanding charcoal grills where a family could spend an afternoon. However, the loiterers will probably end up sleeping on the picnic tables.

Mayor Shupe feels that having more families utilize these parks would discourage that type behavior. People using the parks, walking their dogs and playing with children would be uncomfortable with that type activity.

Because they have young families, the mayor asked Mr. Mergner and Mr. Gleysteen what would bring a family to a park. Mr. Gleysteen said he would bring his children for activities. Mr. Mergner said the Can-Do Playground provides activities

for his children. He has seen some parks with trails where every certain feet, there is a new trail or some type of activity. A place where a bike can be ridden or a place where children can learn about something would appeal to his family.

The city manager said Mr. Emory has discussed putting in one of those fountain type water parks across from the library at where the water plant was originally planned. He agrees that will appeal to young families with small children in the summertime. No lifeguard is needed and very little equipment. It would have to be maintained and chemicals added but nothing else. It would cost the city very little.

He said they have discussed some benches being added for the parents or other adults. It would require some strict rules including an age limit.

Mr. Mergner said the problem with that idea is someone would be needed to police it just like all the other parks. He feels there will be some associated costs.

Mr. Carmean would recommend a high school or college student be hired to watch over it. That person, along with a parks and recreation employee could handle it. The hours would be restricted from 10:00 a.m. to 6:00 p.m.

Mr. Mergner pointed out the movie night in the Milford Library Amphitheater is a great attraction. He suggests rotating it to different parks in the city. This would provide an opportunity for people to visit other parks they are unfamiliar with.

Mayor Shupe suggests the city partner with Communities in Schools which is the group that arranged the movie night when school resumed. He believes they would take it upon themselves to handle it if we asked.

Mr. Mergner then stated that it may not be appropriate for every park, but some parks would qualify.

Mr. Carmean noted that Rehoboth Beach has a big Kite Flying Day. Something like that could be held just for kids in the parks. Mr. Brooks recalled years ago when a kite day was held at Milford High School though he is unsure what organization sponsored it.

The mayor referenced the Browns Branch County Park that offers various athletic fields, volleyball courts, playgrounds, chip and putt golf and several other activities. Ms. Crouch said it also has a short walking trail and a long walking trail. Her family goes there on a regular basis.

The city manager asked if anyone has heard that a lot of people are using the bocce ball courts; Mr. Mergner said he did not know Milford had a bocce ball court and asked its location. Mr. Carmean said on the side of Bicentennial Park near Arena's Bar and Grille.

Mr. Mergner said he had no idea and noted his surprise when the city manager showed him the dog park. Mr. Carmean agrees that part of the problem is the public has not been informed of what the city has to offer.

Mr. Mergner said a directional sign could be placed on the highways for the Milford Dog Park. A tourist could then follow signs to the dog park which would bring them into Milford. When he moved to the area, they followed new housing signs to various subdivisions throughout the State of Delaware.

When asked if dogs are allowed in our other parks, Mr. Carmean stated he is unsure.

Mr. Mergner said he would have preferred the Can-do Playground be downtown versus being on the outskirts. That would have provided something people could walk to; instead, they have to get in their car and drive to the location which is an obstacle for a lot of people. He said the only other playground in this area is next to Parks and Recreation.

Mr. Carmean said that today everything must be insured and up to code. He said the cost of the Can-Do Playground was almost \$1 million.

Mayor Shupe said he likes the idea of having different activities at our various parks and believes that would bring people

to Milford. He feels if each park offered something unique, it would attract a lot more people.

Mr. Carmean agrees that would bring different ages to the parks. Can-Do, for example, is not for fifteen-year-olds. It was confirmed there are no age restrictions.

Committee Duties

Mayor Shupe said he also wants to discuss the duties of these committees and the committee goals.

Mr. Gleysteen advised that he is the chairman of the Parks and Recreation Committee. He met with Gary Emory after he was first elected. Mr. Emory provided him with a list of projects he was involved in.

He asked Mr. Emory what the committee could do to get these projects accomplished. Mr. Emory told him he could handle it but if he needed anything, he would let them know. He did not think that there was a lot to add to the equation because he appeared to have all the bases covered.

However, he feels the code of conduct at the parks needs to involve council and is something outside of Mr. Emory's realm. Mr. Carmean agreed noting that it involves legislation.

Mr. Gleysteen said that once Mr. Emory retires, he wonders if the committee needs to get involved in his replacement. Mr. Carmean emphasized that falls under him and he will choose his replacement.

Mr. Brooks asked if the position has been advertised; Mr. Carmean said no. Mr. Carmean talked with Mr. Emory and they will start the search process the first week in October.

Mr. Carmean explained there are presently two very strong committees—the police committee and the public works committee. The police committee gives the chief the opportunity to meet with at least three council people and inform them of certain things or to ask their support. The city manager usually has our engineer explain projects to the public works committee to get their support. The committee could meet with the parks and recreation director occasionally to keep updated of things going on in that department.

He said that when he was the police chief, he never had any police committee members tell him how to be a cop or how to handle any police work. They were there mainly for support and for the most part, a sounding board.

Mr. Gleysteen is hoping the parks and recreation committee will be much more active with the new director.

Mr. Carmean explained that Mr. Emory was under a Parks and Recreation Commission when he became city manager. Mr. Emory was very unhappy answering to them and he came to the city manager and asked him to change it.

Mr. Brooks recalled when he was a member of the Parks and Recreation Commission and Dave Coyle was the parks and recreation director. At that time, the city was only involved in sports. Gary Emory was later hired and the city began to focus on the recreation side.

Mr. Starling recalled being the first black parks and recreation director. They wanted him to become full-time but he had a full-time teaching job in Millsboro so they hired Mr. Coyle.

Mr. Mergner asked how the parks and recreation programs are doing and whether their enrollment is up or down. He assumes that is reviewed on an annual basis to determine if the programs and fees are appropriate. Mr. Carmean is unfamiliar with enrollment numbers though he knows Mr. Emory is very involved in the youth programs. He explained that the programs do not generate much revenue and that department can be compared to the police or street departments. None of those departments generate revenue and will never pay for themselves as is the case in all towns.

The city manager then reported that Mayor Shupe and he have discussed the planner/economic development position. He said that normally the city manager would hire that person. He thinks in this case, council will need to consider those positions. He will also bring his choice for the parks and recreation director to council because he will not be here to oversee

that position.

Mayor Shupe asked if there is anything the committee wants the city manager and mayor to keep in mind when reviewing the applicants for the parks and recreation director's position. Mr. Carmean said he will be looking for someone who is comfortable outdoors and does not want to be strapped to a desk. They will also need some experience in repairs and as a supervisor due to the number of park maintenance employees they will oversee.

Mr. Brooks said that because Mr. Emory grew up in Milford, it was an easy transition when he became parks and recreation director. He feels that is important when filling those type positions.

Mr. Carmean feels another quality the ability to set and manage recreation programs. However, he believes that most of the recreational programs will continue to fall under the scope of Mary Betts' duties.

Mr. Mergner feels the director should interact more with the families of the children involved in the programs. His children have been involved in parks and recreation programs since they moved here and he still does not know Mr. Emory. He said he has never seen him at any of these events and actually thought Keith Short was the director of parks and recreation.

When he became involved in little league a few years later, he learned of Mr. Emory's role with the city.

Mr. Mergner said he is somewhat new to the area, but a lot of people are unfamiliar with Mr. Emory and his position. He emphasized the need for the new director to be more interactive with the parents so they become familiar with him/her.

Mr. Starling remembered years ago when Mr. Emory participated in the men's softball league; Mr. Brooks recalled his involvement in the basketball program years ago.

Mayor Shupe feels there is also a need for more adult recreation in Milford. That was one of the comments he hears and recalls several adult programs when he was a child.

Mr. Mergner said that more communication is needed as well. He suggested they consider a facebook page to communicate activities, events and programs. He is very familiar with the Kent County Parks and Recreation facebook.

It was confirmed the city used to have a facebook page and Ms. Crouch is working to reinstate that along with a twitter account.

Mr. Mergner said that currently, the only way he knows what is happening is to go to the parks and recreation website that provides somewhat of a photocopy of the events. He recommends their website be reviewed and updated as it is currently not very interactive or informational.

Ms. Crouch explained that each department posts on the city website. Parks and Recreation does a publisher document that is posted to the site and is also sent to the schools.

Ms. Crouch said she is somewhat leery of parks and recreation having their own facebook page because she prefers some uniformity coming from the city. In addition, there is a lack of technical ability.

The city manager agreed adding that he is unable to get Mr. Emory to use e-mail. He said he is not of that generation and has no interest in that technology.

Mayor Shupe asked how we set up a process to get that information out without each department becoming overburdened. Ms. Crouch explained that if parks and recreation sends her an e-mail, she can do a newflash that will be sent to anyone who has signed up. It also puts it on the front page of the website and links it to the parks and recreation department page. The information can also be added to facebook and twitter when they are activated.

Mr. Mergner advised of an online marketing company called Constant Contact that offers e-mail blasts, marketing, social media marketing, etc. Mayor Shupe asked how we can apply that program to how we are connecting now. Mr. Brooks

asked if we could do something similar to the school district's notification system.

The mayor suggested that parks and recreation send out updated activities every week. He feels that will be easy for parks and recreation because of their ongoing sports and programs throughout the year. It could then be sent to Ms. Crouch who could add it to the facebook page.

Mr. Gleysteen said Kent County mails to all residents a monthly newsletter. That newsletter contains all government information, help lines, phone numbers and all the parks and recreation programs.

The mayor likes the idea of a larger document that contains information from the entire city versus only parks and recreation information.

The city manager recalled years ago when some new residents asked the city to provide a newsletter. The newsletter could contain a letter from the mayor and a different council person could be portrayed in each document. Unfortunately, he said that involves a great deal of time and there will be some associated costs.

Mr. Brooks said we have a great parks and recreation department, but when we hire a new director, we need to convey to them these recommendations.

Mayor Shupe explained we are currently revamping the website and updating the community videos. Once those are launched, he would like to see a quarterly newsletter. He feels it could be printed or added to the utility bills though a one-pager could simply reference the link on the website which would involve no costs.

Mr. Brooks asked the city manager to consider something similar for customers who receive their bills on line. Mr. Carmean agreed adding that eventually all bills will be electronic. In a few years, he predicts the billing department will only require three employees.

The mayor stated that we need to consider targets the city wants to reach and the ability to reach those target groups. He said perhaps we can put something in the newspaper for one group, e-mails for another group and put it on facebook.

Mr. Brooks stressed the importance of everyone receiving the information.

Mayor Shupe said he has been reviewing the website and has considered add-ons that are similar to advertisements but will relate only to the city. Mr. Mergner agrees it needs to be more interactive.

Ms. Crouch stated that before the website was redesigned, our website provider provided numbers of users and parks and recreation had the highest number of searches. As a result, they will receive their own button on the homepage.

Mr. Mergner encouraged the use of facebook despite the fact we are updating our website. He bases this on Kent County's facebook page which allows him to receive what is occurring immediately. He reported that they just posted a smoking ban in county parks.

Mayor Shupe said a very good example of that is what Milford Police Department recently did. They created a facebook page which allows them to reach out to our citizens. He said they post at least once a day. They publish all their press releases, suspect information, people that are wanted and even safety tips and other information in the form of a question. For example, things similar to whether or not you can turn right on red at every intersection, etc.

One night he said they actually had an 'ask a cop forum' where people could get on facebook and ask live questions about the police or the city. The mayor said there were a number of people that took advantage of that service and any questions had immediate responses. He has received a lot of positive feedback on that.

Mr. Starling asked if there is a ban on alcohol at these parks. According to the city manager, state law prohibits open containers in any public place. People are unable to walk down the street with a beer in their hand. Mr. Starling said that people drink alcohol at the park where his son officiates in Dover.

Mayor Shupe then stated from a city standpoint, we should consider any additional costs for proactive marketing in different medias. The city currently publishes information in the newspaper and online when we are hiring someone, but he wonders how much it would cost to utilize radio, online sites and newspapers that proactively promote parks and recreation. He emphasized that posting those items on facebook and twitter are free.

The mayor asked that we acquire an actual cost of committing to proactive marketing. It was suggested we contact Kent County Parks and Recreation to get some idea of their costs in getting this information to their residents because it is so successful.

Mayor Shupe recommends that the no smoking enforcement should be discussed at the next police committee meeting to determine the rules, enforcement and whether it will put additional stress on the police department. City Manager Carmean suggesting the city clerk gather the information from other towns.

The mayor also wants someone assigned to finding out what services our residents want from parks and recreation. He recommended that everyone present come back with some suggestions. Mr. Brooks said that perhaps someone from parks and recreation could help in that manner. He noted that either Mr. Emory and Mary Betts be contacted because both are familiar with what has been requested over the years.

Mr. Mergner advised that there are a number of open and undeveloped areas in Orchard Hill. The HOA is weighing some options and sent out an online survey with choices. He feels that is a good way of getting feedback though he understands not everyone is email savvy.

Mr. Gleysteen said he will handle this through Ms. Betts. When he approached Mr. Emory, his focus was only on the parks. The recreation part appeared to handle itself because Ms. Betts seemed very organized. He believes she has already received some good feedback about what brings people to the parks and what programs are needed. He will get up with her and find out what is going on and how to get the message out better than it has been in the past.

Ms. Crouch explained that the website redesign has the ability for people to reply back to a question.

Mr. Gleysteen reiterated that he will sit down with Ms. Betts within the next two weeks and find out what is going on and will make sure that is done prior to the next committee meeting.

Ms. Crouch added that she can still do a message through the 'notify me' function on our website.

With no further business, Mr. Gleysteen moved to adjourn the committee meeting, seconded by Mr. Starling. Motion carried. The committee meeting adjourned at 3:39 p.m.

Respectfully submitted,

Terri K. Hudson, MMC
City Clerk/Transcriber

MILFORD CITY COUNCIL
MINUTES OF MEETING
October 13, 2014

A Meeting of the Economic Development Committee 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, October 13, 2014.

PRESIDING: Chairman Garrett Grier III

IN ATTENDANCE: Mayor Bryan Shupe

Committee Members-Councilmen Chris Mergner and James Starling, Sr.

City Clerk/Recorder Terri Hudson

Chairman Grier called the meeting to order at 6:03 p.m.

USDA Revolving Fund Loan

Chairman Grier reported the city has an opportunity to apply for a \$300,000 grant in which the city must provide a match of \$60,000. The grant is through the USDA Rural Economic Development Loan and Grant Program (REDLG). The city would then have the ability to lend out \$360,000 to small businesses. Guidelines and perimeters will be needed though Mayor Shupe and he feel those rules can be established at a later date.

He advised that Elizabeth City, North Carolina had a similar program called the Elizabeth City Downtown Improvement Grant Program. That was also a competitive program whose awards were made on a first serve basis until the funds were depleted.

Chairman Grier believes we will be able to mirror their program as we establish our criteria.

Mayor Shupe advised that he and the city manager met USDA Rural Development State Director for Delaware and Maryland Bill McGowan. Under the REDLG program, the USDA will provide \$300,000. With the city's match of \$60,000, \$360,000 would be available for loans to small businesses for start-up and/or expansion. The interest to the borrower must be below the prime rate.

Specific perimeters will need to be established and potential borrowers must meet that criteria. He feels a good objective would be the type of business the city wants to attract or the type of business that may be beneficial to the overall growth of the city.

One of Mayor Shupe's recommendations would be to fund restaurants in the downtown area. He said residents are continually asking why the businesses in downtown Milford are not open seven days a week. He believes the answer is for a restaurant to be open seven days a week. That would bring people or foot traffic downtown on weekends, including Sundays. It would then encourage other businesses, including his, to open the additional days and/or hours.

Mayor Shupe said that may be a perimeter which he will discuss at a later date.

He said in order to apply for the REDLG grant, the city must commit \$60,000 which he feels can be paid from the economic development fund. Governor Markell has appropriated \$7 million in Delaware Downtown Designation grants. The committee agreeing with his recommendation also makes the city eligible for that grant through the State of Delaware. The city is already in the process of applying for that grant. One of the perimeters of this grant will be to create a new incentive for businesses.

Mr. Grier asked the mayor to clarify 'new' incentives; Mayor Shupe explained they must be new at the time the application is submitted. We must also provide proof the city is committed to the new incentive.

Mr. Grier recalled the former city manager and the economic development committee discussing the possibility of

providing loans to small businesses. However, that was never pursued because of the criteria in addition to the question of where the money would come from. At that time, there was no economic development fund though that was recently created.

Mr. Grier is hoping that the economic development director will be on board within the next month or so to help with these projects.

He feels the \$300,000 grant is vital considering the city only has to provide \$60,000.

Mayor Shupe emphasized that the funds will be available as long as the city continues to offer the support to small businesses. He said a good example would be to provide the new owners of the Warren Furniture Building money for renovations.

Mr. Grier confirmed it could be used for the expansion of a current business; Mayor Shupe stated yes.

Mr. Mergner asked what happens when the money runs out; Mayor Shupe said that is why a percentage should be added. As the city lends the money, we will earn some back. Mr. Mergner feels it is important to recoup our \$60,000.

The mayor said the intent is as the money is paid back, another business can apply for it. He would not recommend lending \$300,000 to one business; instead use smaller increments for more businesses. He emphasized the need to target certain types of businesses and to encourage job growth.

He advised that former City Planner Gary Norris did this in another city and has been very helpful with the application. The intent is for him to sit down with the committee as they review the details and criteria that should apply.

Mr. Starling asked if this would be a one shot deal per business; Mayor Shupe stated yes. He explained the USDA representative informed the mayor that a lot of small municipalities have taken advantage of this program and they have never had a problem with businesses paying back the loan.

Mr. Grier feels it is a big incentive and any bank loan will be 4.75% to 6%. SBA loans are approximately 3%. He feels if the city is lending this at 2.5%, the city can still make a little bit of money. In the meantime, this will be a huge help to a business who is trying to start up or expand.

Mayor Shupe feels that while the perimeters are established, this could involve a small loan the bank is unwilling to provide. For example, someone may need \$4,000 to expand but they are unable to qualify over the next two years.

Mr. Mergner emphasized the need to get some additional information on other towns that have done this.

Mr. Grier feels this would be a great first project for the economic development/planner. They could create a rough draft for the committee to critique.

Mayor Shupe said that one of the restrictions prohibits art purposes so it cannot be used for a program the City of Milford is starting and it has to be a private business. He pointed out that in theory, that money will be there as people make payments and account will continue to replenish itself.

He advised that only one city in each county will be provided with the grant. This year, the Downtown Designation is a pilot program. If Milford does not receive that funding this year, we can reapply next year.

Mr. Grier feels we need to jump on the USDA grants and referenced the infrastructure grant the city is receiving. Though we often have to provide matching funds, only \$60,000 is needed and in turn, we will receive \$300,000.

Mr. Starling moved to proceed with the application for the \$300,000 Economic Development Loan and Grant Program (REDLG), seconded by Mr. Mergner. Motion carried.

Mr. Starling moved to designate \$60,000 from the Economic Development fund to be used as a match for the Rural Economic Development Loan and Grant Program (REDLG), seconded by Mr. Mergner. Motion carried.

City Marketing Options

Mayor Shupe advised that at the Community Affairs and Parks Recreation joint committee meeting, there were several options considered. It was agreed it would be great for the different departments of the city to market itself. Whether television, newspapers or the internet is used, the recommendation was to pursue an ongoing marketing effort for each department.

For example, the parks and recreation department could use the spot to encourage more registrations. City hall could use it to promote an upcoming election and the electric department could inform customers of an issue in their department.

The mayor is familiar with the election notices published in the local newspapers, but feels like something like this would benefit the parks and recreation department by informing our residents of the programs available and even market the individual parks and playgrounds. He believes this is a way to entice people to visit our downtown area.

Mr. Mergner pointed out that parks and recreation is a profit center and be operated like a profit center. Marketing tools are needed to get the message out. His children are still involved in the parks and recreation programs and he does not know what programs are available unless he drives by and sees a sign that indicates sign ups are scheduled. He is fortunate to be on the e-mail distribution list but feels there is not much campaigning done to promote their programs. A flyer is passed out in the schools and he can only hope his child brings it home.

Mr. Mergner feels there should be more of an effort to get this information out. He feels we have a nice niche for what parks and recreation can offer but we need to better communicate.

Mayor Shupe agreed and referenced the opening of Goat Island and though there were a few council members there, an advertising campaign would have brought a lot more people to that event.

Mr. Mergner agreed adding that it should be done through different medias including e-mail, telephone, radio as well as facebook and twitter. He feels this is a different area of how we are made up in demographics, gender and many are not familiar with the internet, texting, etc. But we also have younger people that are tweeting and are on facebook. He stressed the importance of using all those media outlets.

Mayor Shupe recommends we create a subcommittee that focuses on those efforts. Besides the publication that can be costly, they can also concentrate on the social medias that are free. In addition, we can add something to our utility bills on a regular basis. We would have a list of events for the entire year and a schedule for providing that information in advance of the event. His goal is to be proactive and engage the public as well.

Mr. Mergner noted that his company looks at the entire year and decides what to promote each quarter. Once that is established, they determine how to communicate it. He feels that planning it out in that manner will help the budgeting factor.

Mayor Shupe explained that this was not put on the economic development committee agenda to expect the economic development fund pay for it. In his opinion, it should be paid by every department across the board.

Mr. Grier asked the city clerk where the money comes from for publications and asked if it is paid from general reserves; Mrs. Hudson explained that city hall has an advertising line item which is strictly for city hall. Mr. Grier asked if the other departments have that line item. Mrs. Hudson believes parks and recreation does but is unsure if the other departments do.

Mayor Shupe advised that the police department created a facebook page a few months ago which has been well received. They post a number of things, including things going on at the schools, wanted persons, etc. He was really impressed with their 'ask a cop' night when they were answering live questions during a specific period of time. He noticed that most people were not complaining, but in general, were asking about things going on, projects, etc. He feels they set a good example for what can be done for the rest of the city.

Mrs. Hudson advised that Christine Crouch is working on a facebook page which will hopefully be up and running when our new website is launched. Mayor Shupe is very impressed with the new website design which looks more like a tourism site versus a government site. He feels the pictures will entice visitors to come to Milford.

He reported that they also just finished the Community Videos which will be added to the new website. They could also be utilized for marketing as well. He feels they have the potential of attracting outside businesses to come to Milford.

Mr. Grier feels there is a value to advertising on television. There are a variety of packages and he has one for his carwash that starts at \$950 a month. He feels that is a great value considering it involves a month-long advertising campaign. It would easily promote our riverwalk festival by reaching out to tens of thousands of people versus only Milford residents.

Mayor Shupe referenced Berlin, Maryland when they were awarded the Coolest Town in the United States and used that phrase in their marketing. They included pictures of live entertainment downtown, people eating at restaurants, etc. He spoke with a representative of their downtown group who told the mayor that a lot of people came to visit them as a result of that campaign to find out just why Berlin was given that award.

Mr. Mergner said we might be able to offset the cost a little bit by slightly increasing our business permitting fees. Mr. Grier and Mayor Shupe felt that was a good solution.

As an example, Mr. Mergner suggested a new business be invited to advertise an upcoming event. That business could also be included in a television ad that would entice people to visit their business. Mr. Grier suggested promoting a new business each month.

As a businessman, he likes the idea of getting something additional for a \$500 permit or so.

Mayor Shupe pointed out that when Bayhealth starts to construct their new replacement hospital, they will most likely have an ad campaign. The city could include a 30-second video on the new hospital, how many new jobs it will create and information about expanding health services. Basically, he feels it can inform people of what is happening in Milford.

Mr. Grier believes this is a great way to encourage someone who is contemplating expanding or starting a new business to come and check Milford out.

Mayor Shupe agrees that would be a great tool because in today's world, the only time Milford is mentioned by the media is when there is an arrest or some type of scandal. This will allow Milford to be promoted in a positive way.

Mr. Grier pointed out the budget for this current year is already in place but he does not want to wait until July 1st to find the funding for this. He suggests we use the economic development money over the next eight months to get the campaign started. We would then set aside money in the next budget which would be spread across the board and paid from different departments.

Mayor Shupe agrees we need to promote economic development and organizations that have festivals and events can do their own advertising. However, the city can include them in our overall strategy.

Mr. Grier asked if we want to wait until the economic development director is hired and allow that person to oversee the project and asked Mayor Shupe the time frame before they are hired. The mayor said we have received several applications and will start reviewing them next week.

Mr. Grier then questioned if they will be hired by January 1st. Mayor Shupe said that would probably be the latest date.

Mayor Shupe likes the idea of the committee and economic development director partnering to design something. However, he does not believe that will have to go before council. Mr. Grier agrees it will be good to have the committee's intentions in the minutes to ensure the idea will not die after the committee meeting.

Mr. Mergner asked if Downtown Milford is part of the city or a separate entity. Mayor Shupe explained it is a nonprofit

group that promotes downtown. However, the city provides funding in the amount of \$40,000 per year over the next five years. Mr. Grier pointed out the \$40,000 basically covers the salary of their director.

It was noted that DMI is a separate entity and similar to the chamber of commerce.

Mr. Mergner suggested they help in this endeavor as well.

With no further business, Mr. Grier moved to adjourn the meeting, seconded by Mr. Mergner. Motion carried.

The Economic Development Committee meeting adjourned at 6:44 p.m.

Respectfully submitted,

Terri K. Hudson, MMC
City Clerk/Recorder

MILFORD CITY COUNCIL
MINUTES OF MEETING
October 13, 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, October 13, 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., James Starling, 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 7:01 p.m.

INVOCATION & PLEDGE

The Pledge of Allegiance followed the invocation given by Councilman Starling.

EXECUTIVE SESSION

Pursuant to 29 Del. C. §10004(b)(4) Strategy sessions, including those involving legal advice or opinion from an attorney-at-law, with respect to collective bargaining or pending or potential litigation (Union Contract).

Mr. Pikus moved to go into Executive Session reference a strategy session, seconded by Mr. Morrow. Motion carried.

Mayor Shupe recessed the Council Meeting at 7:04 p.m. for the purpose of an Executive Session as is permitted by Delaware's Freedom of Information Act.

Return to Open Session

City Council returned to Open Session at 8:30 p.m.

Union Contract

Mayor Shupe reported that no action is needed as a result of the discussion in the Executive Session.

APPROVAL OF MINUTES

Mr. Pikus moved to approve the minutes from the September 8, 2014 and September 22, 2014 Council Meetings as submitted. Motion seconded by Mr. Gleysteen and carried.

RECOGNITION

Mayor Shupe read the following proclamation into record:

Proclamation 2014-12/Extra Mile Day

WHEREAS, Milford, Delaware is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively "go the extra mile" in personal effort, volunteerism, and service; and

WHEREAS, Milford, Delaware is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

WHEREAS, Milford, Delaware is a community which chooses to shine a light on and celebrate individuals and organizations within its community who "go the extra mile" in order to make a difference and lift up fellow members of their community; and

WHEREAS, Milford, Delaware acknowledges the mission of Extra Mile America to create 500 Extra Mile cities in America and is proud to support "Extra Mile Day" on November 1, 2014.

NOW THEREFORE, I, Mayor of Milford, Delaware do hereby proclaim November 1, 2014 to be Extra Mile Day in the City of Milford.

I further urge each individual in the community to take time on this day to not only "go the extra mile" in his or her own life, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country or world a better place.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City to be affixed hereto this 13th day of October 2014.

s/Mayor Bryan Shupe

No action required.

Proclamation 2014-13/Pancreatic Cancer Awareness Month

Mayor Shupe read the following proclamation into record:

WHEREAS:

In 2014, an estimated 46,420 people will be diagnosed with pancreatic cancer in the United States and 39,590 will die from the disease;

Pancreatic cancer one of the deadliest cancers, is currently the fourth leading cause of cancer death in the United States and is projected to become the second by 2020;

Pancreatic cancer is the only major cancer with a five-year relative survival rate in the single digits at just 6%;

When symptoms of pancreatic cancer present themselves, it is generally late stage, and 73% of pancreatic cancer patients die within the first year of their diagnosis while 94% of pancreatic cancer patients die within the first five years;

Approximately 130 deaths will occur in Delaware in 2014;

The Recalcitrant Cancer Research Act was signed into law in 2012, which calls on the National Cancer Institute to develop a scientific framework, or strategic plan for pancreatic cancer and other deadly cancers, which will help provide the strategic direction and guidance needed to make true progress against these diseases; and

The Pancreatic Cancer Action Network is the national organization serving the pancreatic cancer community in the City of Milford and nationwide through a comprehensive approach that includes public policy, research funding, patient services, and public awareness and education related to developing effective treatments and a cure for pancreatic cancer;

The Pancreatic Cancer Action Network and its affiliates in the City of Milford support those patients currently battling pancreatic cancer, as well as to those who have lost their lives to the disease, and are committed to nothing less

than a cure; and

The good health and well-being of the residents of Milford are enhanced as a direct result of increased awareness about pancreatic cancer and research into early detection, causes, and effective treatments.

NOW, THEREFORE, BE IT RESOLVED, that I, Bryan W. Shupe, Mayor of the City of Milford, by virtue of the authority vested in me as Mayor of the City of Milford, do hereby proclaim the month of November 2014 as "Pancreatic Cancer Month" in the City of Milford.

s/Mayor Bryan Shupe

No action required.

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. Starling. Motion carried.

CITY MANAGER REPORT

The city manager read the following report into record:

ADMINISTRATION

Billing office renovations are moving forward as planned. Discussion at the last progress meeting pointed to a functional and operational office by Thanksgiving. Even though another budget adjustment is needed, we will have a fantastic building for half the estimated price of the new building across from the library. In addition, there was not enough room for a drive-thru window at the new building.

The application acceptance period for the Planner/Economic Development position has been extended because one publication did not clearly state the deadline which has now passed. Mayor Shupe, Economic Development Committee Chairman Grier and incoming City Manager Hans Medlarz will be reviewing the applications with me and selecting the candidates to interview.

I have received the keys to the Armory and have walked through the property with a structural engineer. He determined that structurally the buildings are in good condition considering their age. However, further investigation is needed to determine what use would be most feasible. I have given Parks and Recreation permission to have some of their winter basketball programs at the site. The structure is safe for that use.

The solid waste department will be using it to store their trash containers. Currently they are stacked in an uncovered area at public works. They become filled with rain water which causes additional weight and potential damage to the wheels and the container itself.

STREETS AND SOLID WASTE

The fall clean up offered by our solid waste department went smoothly according to our crews. I believe most customers were happy with the extra service, though some people have expressed how we could have done it better. The fact is our employees had to get through the week with an appreciable equipment shortage. Two of our trucks had mechanical and hydraulic problems which made it logistically difficult to collect the regular and additional waste. One of our trucks was on the eastern shore of Maryland being repaired because it could not be done in house.

Shea Concrete is starting the required concrete work the week of October 13th which will allow the overlay of North Washington Street. It was reported to me at the SE Front Street project progress meeting that further sewer main problems have been discovered at the end of S.E. Front Street and Rehoboth Boulevard. We have a plan to correct that

situation. The engineer ensures me the project will still be completed before cold weather.

PARKS AND RECREATION

The dog park at the end of Fisher Avenue on the Riverwalk is completed. Gary Emory and I decided to have the park sodded to make it available more quickly and the surface more durable. Please take time to ride by and see the finished product because it is a great addition to our park system.

ELECTRIC

Crews have completed the fiber extension connecting our pumping stations at Seabury Avenue and North Street.

The change out to LED lights in the area of the Washington Street basketball courts has been finished. The poles were also powder coated and fogged lenses replaced.

During the month we experienced several blips in our service and one outage. The blips were due to breakers resetting after a circuit problem. The outage was because of a pole that was struck by a vehicle on Route 14. The pole held two circuits and had to be changed out due to the damage.

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

COMMITTEE & WARD REPORTS

Fourth Ward

Mr. Starling asked if it is a possibility to add double yellow lines on North Street Extended from Banneker School to Route 113 to prevent vehicles from passing on that road. He explained the street is very wide and prone to speeding. He reports he has witnessed several motorcycles who use the street on a regular basis, traveling at a high rate of speed. He believes double lines would help though he is unsure this will completely solve the problem.

The city manager said he would take care of it.

McDonalds' Intersection

Mr. Brooks reminded the city manager that the entrance off Route 113 to Masten Circle still needs restriping due to its confusing layout. Mr. Carmean said he will contact Street Superintendent Tim Webb and have him redesign the intersection.

The city manager confirmed he will recheck on the status of the arrow that was needed at the end of NE Tenth Street as requested by one of our residents.

Economic Development Committee

Economic Development Committee Chairman Grier reported that his committee met prior to the council meeting. The committee voted to proceed with the Rural Economic Development Loan and Grant Program (REDLG) through the USDA. He recalled council discussing a similar program where the city would lend money to small businesses. This program is a \$300,000 grant though the city must contribute \$60,000. The city will then have \$360,000 available for small businesses to borrow through a loan whose interest rate must be beneath the prime rate. Guidelines and perimeters will be established at a later date.

Mr. Grier advised the committee will turn this project over to the economic development director/planner as soon as they are hired.

Mayor Shupe confirmed that the \$300,000 will be available as long as the city continues to offer the loan program.

The matter will be presented to council for their approval to submit the application and allocate \$60,000 out of the economic development fund.

Parks and Recreation and Community Affairs Committees

Mr. Brooks reported that the no-smoking ban, recommended by Councilman Pikus, was considered by the parks and recreation and community affairs committees during a joint meeting. Initially, the committee considered putting it in the hands of the police committee but then realized that the entire council would have reviewed it at that point. As a result, the city manager and police chief will discuss it and come up with some suggestions for consideration.

City Manager Carmean advised that he asked City Clerk Hudson to research similar ordinances. She has prepared one that will be discussed at the October workshop.

COMMUNICATIONS & CORRESPONDENCE

All items included in packet.

UNFINISHED BUSINESS

Ratification/Comcast Agreement

City Solicitor Rutt advised that since the last meeting, he learned that the Comcast representative we received the agreement from is no longer in this area. Mr. Rutt continued to call him after which he finally turned that matter over to another representative. They have discussed some potential dates for an upcoming meeting.

When Mr. Rutt informed him the contract expired in November, the Comcast representative indicated they do not typically ratify them prior to the deadline. They will continue to provide three-month extensions until the contract is ratified. The solicitor has also asked for copies of the contracts in Smyrna and Felton.

When asked how long he has been working on this, Mr. Rutt said it keeps coming back on the agenda. Mayor Shupe noted that the point is to keep the unfinished business on the agenda so the public is aware of its status.

NEW BUSINESS

DEMEC/2013-2014 Municipal Electric Utilities Renewable Portfolio Standards

Mayor Shupe advised the Delaware Municipal Electric Corporation has completed the administration of the Municipal Electric Utilities Renewable Portfolio Standard for the 2013-2014 program year on behalf of their nine members. State law requires they submit a copy of the Municipal Electric Utilities Renewable Portfolio Compliance Report to each council person. The city must then confirm with an affirmative response that council received the report.

Mr. Pikus moved to confirm the report was received in a council meeting on this date, seconded by Ms. Wilson. Motion carried.

Introduction of Ordinance 2014-07/Matthew & Jennifer Feindt/Conditional Use

Mayor Shupe recalled that action on this application has been postponed for several months. A number of adjustments have been made based on the city code. Tonight, he is introducing the ordinance on behalf of Matthew and Jennifer Feindt.

Mayor Shupe then introduced Ordinance 2014-07.

Council noted that this has been on the agenda for the past five months.

City Solicitor Rutt explained the problem is the property is very irregular. They were initially changing the zone and after the zone was changed, the requirements changed. He said it went from a single family home to a duplex which required certain setbacks and distances they were unable to meet. The survey and application kept coming in and each time they were told certain aspects would not work. As a result, they had to revise and then resubmit the plans.

Mr. Rutt received a notice from Ms. Crouch and believes the dates do not coincide with the hearings and need to be changed before council adopts it.

National League of Cities/Voting Delegate and Alternate

Mayor Shupe advised that as a direct member of the National League of Cities, Milford is considered a voting member. The number of votes is based on the previous census and Milford has one vote as a result. National League of Cities requires each member to designate a voting member and alternate (elected officials).

Mr. Pikus moved to appoint Mayor Shupe as the voting delegate for the National League of Cities and Vice Mayor Morrow as the alternate, seconded by Mr. Starling. Motion carried.

Bid Award/Indoor Switchboard/Electric Department

Bids on a replacement Indoor Switchboard at the old substation were properly advertised and the following three (sealed) bids received:

Bidder	Bid
Keystone EMC	\$66,516.00
Electrical Power Products	\$71,409.00
Schweitzer Engineering	\$72,54000

P.E. Michael Dawson of Progressive Engineering Consultants submitted the following recommendation:

Re: Award Recommendation – Indoor Switchboard - Delivery #1 Substation

Sealed bids were received, publicly opened, and read on October 2, 2014 for furnishing an Indoor Switchboard for the Delivery #1 Substation. As shown by the enclosed tabulation of three (3) bids received, Keystone EMC submitted the lowest cost proposal in the amount of \$59,192.00 for the switchboard, \$3,734.00 for the spare transformer differential relay, and \$3,590.00 for the spare bus breaker over-current relay. We have reviewed this proposal and believe it to be in compliance with the specifications. Therefore, we recommend that the City purchase the switchboard from Keystone EMC at the total price quoted of \$66,516.00.

Mr. Pikus moved to award the Indoor Switchboard Delivery #1 Substation bid to Keystone EMC in the amount of \$66,516, seconded by Mr. Gleysteen. Motion carried.

Proposal/FY 2014-2015 Budget Adjustment/Billing Office/PNC Building/Delaware Electric Signal Company

Delaware Electric Signal was asked to submit quotes for the alarm system at the new billing office. The proposal is as follows:

Building alarm, equipment and installation:	\$11,365
Annual monitoring fees:	\$1,157
New door (not in original contract) and additional cost of associated security equipment required:	\$2,177

TOTAL transfer needed from Electric Reserve Account: \$14,699.

Mr. Carmean is pleased a local business was the low bidder. He confirmed that cameras are included in the bid. The wiring for the computers, telephone system, etc. will be presented for approval at an upcoming meeting. A safety glass is also being added so that our employees can view the counter at all times.

Mr. Mergner asked the city manager if he has ever considered leasing this type of equipment particularly because technology changes so quickly today. He believes there is a good chance a whole new system may be needed in five years. Monetarily, leasing the equipment with a service contract built in may be more feasible.

He asked the city manager to consider that when purchasing any future equipment.

Mr. Carmean recalled leasing a phone system years ago. Phones would go down and were replaced immediately.

The city manager noted that Mr. Portmann has some hesitation on leases because of the depreciation though he does not think this would be one of those concerns. If council wishes, he will ask Delaware Electric Signal if there is a possibility we can lease the equipment.

Mr. Pikus requested the city manager consider installing a security system at city hall. He recalled discussing this on several occasions though it has not been done. Mr. Carmean agreed that council talked about it; Mr. Pikus pointed out that city hall is very vulnerable and often there may only be one employee in the building. In addition, there are problems in the parking lot so a security camera is needed there as well.

Mr. Carmean agrees it is nice to have videos even though if someone came in and injured our employees, they would not be much help. However, he is unsure if it is possible to secure the building.

The city manager agreed to follow up with Delaware Electric Signal.

Mr. Rutt advised that Delaware Electric Signal installed the security at both of his offices. The first was sixteen years ago. Anytime an alarm has gone off, they were notified immediately. They have had no problems with either system and he recommends Delaware Electric Signal highly.

Mr. Brooks recalled an incident in the parking lot a few years ago and at the following council meeting, asked that lights be installed in the parking lot. Mr. Dennehy agreed to put some lights up, but in his opinion, it is still very dark.

The city manager recalls when our electric crews installed the light, but agrees it is still inadequate. Mr. Brooks pointed out that because there is not enough light, it is dangerous for employees, citizens and council to leave here after dark.

The city manager confirmed that he had two lights put on the pole in the back, but if council wants more lights, he will make sure our electric department takes care of this. Mr. Brooks noted that it occurred approximately four years ago and that Mr. Carmean was not here at the time.

Mayor Shupe asked for a motion. Mr. Morrow said he was under the impression the city manager was going to check with Delaware Electric Signal on the possibility of leasing the equipment. Mr. Carmean stated he will, though he prefers council approve the proposal being presented.

Mr. Pikus moved to approve the Delaware Electric Signal proposal in the amount of is \$14,699 to cover the cost of the Delaware Electric Signal proposal, seconded by Mr. Morrow. Motion carried.

Mr. Pikus then moved to approve the payment of the Delaware Electric Signal proposal from electric reserves, seconded by Mr. Gleysteen. Motion carried.

Mr. Brooks noted that the owners of Delaware Electric Signal waited for over an hour earlier this evening and asked that someone inform them their proposal was approved. Mr. Carmean stated he would call them.

Proposal/FY 2014-2015 Budget Adjustment/Billing Office/PNC Building/Delaware Correctional Industries

Mr. Carmean presented a list of furnishings for the lower level of the new billing office. He was asked whether any of the furniture they are currently using can be salvaged. The city manager stated that they will be bringing their file cabinets and the bigger furniture and this is only a proposal for the desks and work areas.

Mr. Carmean feels it is up to council whether to approve the purchase of new furniture or if they prefer to use the mismatched furniture they have now. It is his recommendation we furnish this new building with new furniture as we as done at city hall several years ago, though this furniture is not as expensive. The total cost will be \$16,604.

The city manager said they met with several furniture vendors and after visiting Delaware Correctional Industries' showroom, they agreed to purchase it from them.

Mr. Pikus moved to accept the proposal from Delaware Correctional Industries in the amount of \$16,604, to be paid from electric reserves, seconded by Mr. Gleysteen. Motion carried.

MONTHLY FINANCE REPORT

Finance Committee Chairman Pikus reported that through the second month of Fiscal Year 2014-2015 with 17% of the fiscal year having passed, 25% of revenues have been received and 16% of the operating budget expended.

He noted that the general improvement fund shows a negative \$318,876. That will change after the SE Front Street and Goat Island projects are reimbursed by the state after we send them the bills.

Mr. Pikus referenced the trash fund account which has an extremely low balance.

Mr. Pikus moved to accept the August 2014 Finance Report, seconded by Mr. Brooks. Motion carried.

ADJOURN

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

Meeting adjourned at 9:03 p.m.

Respectfully submitted,

Terri K. Hudson, MMC
City Clerk/Recorder

MILFORD CITY COUNCIL
MINUTES OF MEETING
October 27, 2014

Milford City Council held a Public Hearing on Monday, October 27, 2014 in the Joseph Ronnie Rogers Council Chambers at 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., James Starling, Sr. and Katrina Wilson

City Manager Richard Carmean, Police Lieutenant Kenneth Brown and
City Clerk/Recorder Terri Hudson

COUNSEL: City Solicitor David Rutt, Esquire

Mayor Shupe called the Public Hearing to order at 7:01 p.m.

PUBLIC HEARING

*Minor Subdivision & Conditional Use
303 Pierce Street/Parcel MD-16-183.10-04-12.00
Matthew & Jennifer Feindt/Conditional Use
MD-16-173.00-01-22.00
Adoption/Ordinance 2014-07*

Mayor Shupe announced this is an application for Matthew and Jennifer Feindt for a Conditional Use to allow a single family semidetached dwelling in an R2 District, a Final Minor Subdivision on 0.25+/- acres at 303 Pierce Street. It included a reduction in front yard setback to 18.5' on Pierce Street, and a reduction in front yard setback to 17.5' on NE Second Street.

City Solicitor David Rutt explained this application required several hearings due to the odd shape of the lot. It involves a duplex in an R-2 district which included setback issues on Pierce and Second Streets. He explained the first application required a variance that went through the board of adjustment. He then referred to the history summary where it received approval from the planning commission and board of adjustment.

The solicitor then noted that there is no representation for the application in attendance. They must be here to make the presentation and the city cannot do that for them. Mr. Rutt feels they should have been following the application until its final approval.

It was confirmed that Bob Nash represents the application on behalf of Matthew and Jennifer Feindt.

Mr. Grier recalled discussing this after the last council meeting and his impression was that he had to go back to the planning commission. Mr. Rutt said at the last meeting, the ordinance was introduced. The ordinance stated that it would be heard by the planning commission on October 21st which would have been last Tuesday but that meeting was postponed. He had received a notice and spoke with Christine Crouch and his recollection was it did not have to go back the planning commission and only needed the final step which was before council.

Mr. Rutt said there is a possibility that they received the October 21st notice and then received the postponement.

He recommends the matter be postponed.

Mr. Grier said it has been postponed multiple times. Mr. Pikus pointed out that it has been more than five months since the initial application was received.

Mr. Rutt agreed stating that the initial application was for a setback on NE Second Street. During that hearing, it was determined there was also a setback issue on Pierce Street. Therefore, another application was needed and it was then determined that the way the building was on the lot would require another variance. They were then referred to the board of adjustment for a second hearing.

When asked why this has been so difficult, Mr. Rutt explained they are trying to put a duplex on a lot that was originally designed for a single family home.

Mr. Grier moved to postpone action, seconded by Mr. Gleysteen. Motion carried.

Mayor Shupe adjourned the Council Workshop at 7:14 p.m.

Respectfully submitted,

Terri K. Hudson, MMC
City Clerk/Recorder

MILFORD CITY COUNCIL
MINUTES OF MEETING
October 27, 2014

A Meeting of Milford City Council was held in the Joseph Ronnie Rogers Council Chambers at Milford City Hall on Monday, October 27, 2014.

PRESIDING: Mayor Bryan Shupe

IN ATTENDANCE: Councilpersons Christopher Mergner, Garrett Grier, S. Allen Pikus,
Dirk Gleysteen, James Starling, Sr. and Katrina Wilson

City Manager Richard Carmean, Police Lieutenant Kenneth Brown and
City Clerk/Recorder Terri Hudson

Solicitor David Rutt, Esquire

CALL TO ORDER

Mayor Shupe called the Council Meeting to order at 7:32 p.m.

INVOCATION AND PLEDGE

The Pledge of Allegiance followed the invocation given by Councilman Starling.

RECOGNITION

No special guests present.

COMMUNICATIONS

Mayor Shupe announced that Milford's Dog Park will officially open Saturday, November 1st at 9:00 a.m. The dog park is located at 1 Marshall Street. Rules will be posted at the park.

Mr. Mergner asked where people can find the rules and what is required for the dogs. He noted that nothing has been published on the website to promote or explain any regulations. As a dog owner, his concern is that our residents understand their dogs must be licensed and vaccinated. He asked how this will be handled.

The city manager said that currently, we only have the large signs stating the rules. He will get the information on the website with the directions to the park.

Mayor Shupe reminded council that we are working on a redesign of the website. He agrees the city needs to be more aware of those type needs and ensures that pertinent information is made available to the public. Mr. Carmean recommends a picture of the sign be posted to the website.

UNFINISHED BUSINESS

None.

NEW BUSINESS

USDA/Rural Economic Development Loan and Grant Program (REDLG)

Mayor Shupe advised of an opportunity for municipalities to apply for a grant to assist start up and expansion businesses through a loan program. In turn, the city would lend funds to small businesses whose intent is to create or retain jobs.

This is a \$300,000 grant of which the city is required to provide a match of \$60,000. The \$360,000 would then be available for loans where the interest rate would be below the prime rate. Criteria and guidelines would have to be established and potential borrowers will need to qualify.

The mayor noted that Councilman Grier and he had discussed considering this through our economic development program.

Economic Development Chairman Grier advised that a committee meeting was held October 23rd at which time Councilman Starling, Councilman Mergner, Mayor Shupe and himself attended. The program was reviewed and the committee recommended it be brought before council. He reiterated that of the \$360,000 available for loans, \$60,000 would be provided by the city. This would be available for expansions or new businesses relocating to Milford.

Chairman Grier feels this is a rare opportunity adding there are sufficient funds in the economic development fund to cover the match money. The committee felt that if the businesses were charged a small interest rate, we will eventually recoup the \$60,000. The intent is to build a pot that will be available for future businesses.

Also discussed was potential perimeters and the need for a hard line to determine whether someone is qualified or not. He emphasized there will be no favoritism and all applicants will have to qualify. This will fall under the new economic development/planning director who will be monitoring the program and reviewing applications.

The committee recommended that council approve the application be submitted as well as the \$60,000 match money.

The city manager reported that he recently learned that DMI has a smaller fund that is loaned to businesses and over the past ten to twelve years, no one has ever defaulted.

Mayor Shupe said the Elizabeth City in North Carolina Mayor informed him of this program. Some of their perimeters are included in the packet and though they do not have to be identical, he feels we can use them as a starting point. He agrees there can be no favoritism and the eligibility requirements must be made clear.

He noted there are several council members who own businesses and are aware that access to capital is very challenging especially in our current economy. Anything the city can do to promote local businesses will benefit the entire community long term.

Mr. Gleysteen stated that in his case, his building in Harrington needed to be brought up to code which was cost prohibitive. He believes this will help keep our downtown vibrant.

Mayor Shupe emphasized that this is not only a downtown project, but available to any business in Milford should they qualify.

He asked that council consider specific type businesses that will have a positive impact on the community. One thing he would like is to have more restaurants in the downtown area. He believes that additional restaurants would add foot traffic resulting in the downtown shops being open longer and possibly seven days a week. Targeting a certain type of business though this program could be considered part of the criteria thought that would be determined by the economic development committee and the new planner/economic development director.

Mr. Grier moved for approval of the city applying for the USDA/Rural Economic Development Loan and Grant Program (REDLG), seconded by Mr. Mergner. Motion carried.

Mr. Grier moved that \$60,000 be allocated out of the economic development fund as a match for the USDA/Rural Economic Development Loan and Grant Program (REDLG), seconded by Mr. Starling. Motion carried.

Resolution 2014-15/Downtown Development District (DDD) Approval & Support

Mayor Shupe advised this resolution relates to the DDD program discussed in workshop session by DMI President SaraKate Hammer. He recommends adopting the resolution which approves and supports the program.

Mr. Pikus moved to adopt the following resolution, seconded by Mr. Grier:

WHEREAS, under the Downtown Development Districts Act, 22 Del.C. §§ 1901 et seq. (the "Act"), the State of Delaware may designate districts within Delaware's cities, towns, and unincorporated areas that will qualify for significant development incentives and other State benefits; and

WHEREAS, these districts are known as Downtown Development Districts ("Districts"); and

WHEREAS, the State is accepting applications for the designation of the initial round of Districts, with such applications being due on November 1, 2014; and

WHEREAS, under the Act, each applicant must submit a plan that includes the boundaries of, and a detailed planning and development strategy for, the proposed District ("District Plan"); and

WHEREAS, under the Act, each applicant must also propose incentives that address local economic and community conditions, and that will help achieve the purposes set forth in the Act ("Local Incentives"); and

WHEREAS, if an application is successful and the City of Milford, Delaware ("City") receives District designation, the District Plan and Local Incentives proposed by an applicant shall be binding upon the applicant; and

WHEREAS, the incentives associated with designation as a Downtown Development District would greatly benefit current and future residents, businesses, non-profit organizations and others within the City; and

WHEREAS, the Milford City Council of Milford, Delaware strongly believes that it is in the best interest of the City to apply for District designation.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF MILFORD :

1. Milford City Council supports the Application for Designation as a Downtown Development District; and
2. The City is authorized to appoint a District Administrator ("Administrator") to file the Application on behalf of the City and to provide such other documents and information as may be necessary or desirable in connection with the Application; and
3. If the Application is successful and the City receives notice that it has been selected for designation as a District:

- a. The City shall adhere to the District Plan and the Local Incentives contained in the Application for the duration of the District designation; and
- b. The Mayor of the City of Milford is authorized to execute such documents and enter into such agreements as may be necessary or desirable in connection with the Downtown Development Districts program and the rights and obligations of the City thereunder; and
- c. The Administrator, or his or her designee(s), is authorized to carry out all District administrative and reporting requirements on behalf of the City for the duration of the Designation.

s/Mayor Bryan Shupe

FY 2014-2015 Budget Adjustment/Municipal Street Aid Fund/Paving Project

It was reported that Jerry's Paving Incorporation invoices for the overall paving projects previously approved came in below budget. It was decided to use the excess funds to pave Water Street (unofficial name) due to its close proximity to the new dog park that will open November 1st.

Mr. Carmean explained that a lot of streets did not need the work estimated and there was some money left over. He referenced a short street near the new dog park that Mr. Brooks has asked the city manager to pave numerous times because of the complaints he has received.

He explained it is a connection street between and at the end of Fisher and Marshall near the river. He said it does not look like a street because the black top has badly deteriorated. However, it does run parallel to the dog park and with its opening, he agrees it would be a good use of the funds.

When asked the name of the street, Mayor Shupe said he was never able to officially find a street name or sign.

It was confirmed that no transfer is needed; Mr. Carmean agreed the money was previously approved for another project.

Mr. Pikus moved to allocate \$16,813.05 out of Municipal Street Aid for the Water Street paving project, seconded by Mr. Gleysteen. Motion carried.

FY2014-2015 Budget Adjustment/Under/Com Proposal/Billing Office-PNC Building

Mayor Shupe advised that additional funding is required for the installation and equipment costs to complete the cabling at the new billing office. The proposal was submitted by Under Com in the amount of \$14,736.84.

Mr. Carmean confirmed this should be the largest of the last bills to be paid for the completion of the project.

When asked if this is electrical work, the city manager explained this is computer work.

When Mr. Mergner asked why this wasn't part of the original contract, Mr. Carmean explained that when the project began, they only wanted to start on the actual construction and that is all that was bid. He added that no contractor had the ability or desire to do a lot of the subcontracting so the city decided to bid those items out themselves.

He referenced the security cameras and pneumatic system that were separate proposals. The initial contract

was \$317,000 though he agrees it has been a work in progress. Mr. Carmean said we were unaware of the number of workstations that were needed at that time and the reason it was being done through subcontracts.

Mr. Gleysteen asked if our IT Manager is coordinating this; Mr. Carmean said he is handling this and will be doing all the work in the IT Room including connections and server work.

Mr. Pikus recalled the money budgeted for the new billing office was \$2 million. He said the city saved a great deal of money by purchasing the PNC building for \$600,000 and only spending \$300 for construction. However, no furniture, wiring, cameras and security of doors were added. They were unknowns at the time though we are still way below budget.

Mr. Carmean said there are only a couple more projects and we will finish just over \$1 million. He agreed with Mr. Pikus that the building on the river would have cost \$2 million. That building included a drive up window but it was in a flood plain and there was no additional space. We also later discovered that there were problems with the fill dirt.

Mr. Starling confirmed that the parking lots will be open all weekend and in particular on Sundays; Mr. Carmean verified they will never be closed. In addition, the library uses the back parking lot as was agreed several years ago.

Ms. Wilson moved to approve the Under Com invoice in the amount of \$14,736.84, seconded by Mr. Starling. Motion carried.

Ms. Wilson moved for payment to be transferred from the electric reserves, seconded by Mr. Pikus. Motion carried.

EXECUTIVE SESSION

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

Mr. Pikus moved to go into Executive Session reference a personnel matter, seconded by Mr. Grier. Motion carried.

Mayor Shupe recessed the Council Meeting at 8:04 p.m. for the purpose of an Executive Session as is permitted by Delaware's Freedom of Information Act.

Return to Open Session

City Council returned to Open Session at 8:25 p.m.

Council Matter

Mayor Shupe reported that no action is needed as a result of the discussion in the Executive Session.

ADJOURN

With no further business, Mr. Pikus moved to adjourn the Council Meeting, seconded by Mr. Grier. Motion

carried.

The Council Meeting adjourned at 8:26 p.m.

Respectfully submitted,

Terri K. Hudson, MMC
City Clerk/Recorder