

City of Milford



CITY COUNCIL AGENDA

April 13, 2015 - 7:00 P.M.

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

COUNCIL MEETING

Call to Order - Mayor Bryan Shupe

Invocation

Pledge of Allegiance

Approval of Previous Minutes

Recognition

Monthly Police Report

City Manager Report

Committee & Ward Reports

Communications & Correspondence

Unfinished Business

Approval/Comcast Agreement

Approval/PNC Building/Customer Service Center/Window and Roof Repair

New Business

City Customer Service Center/ATM Consideration*

Authorization/SE Sewer Force Main Relocation/USDA Sewer Project/City Contribution (Nichols & Liberio Agreement)

Approval/SE Front Street Inspection Close Out Change Order

Milford Pop Warner/Electric Rate Reduction Request

Tenth Street Water Tower AT&T Lease Extension/Modification

Cascades at Milford Phase II/Tax Abatement Consideration

Approval/Electric Department Organization Chart

Approval/Tyler Technologies/CLT 2015 Base Contract Amendment

Approval & Funding/Downtown Master Plan Proposal/Arnett Muldrow & Associates

Authorization/National League of Cities/Annual Dues

Approval/Hearthstone Manor/Utility Value Engineering/Phases 5, 7-13*

Monthly Finance Report

Executive Session

Pursuant to 29 Del. C. §10004(b)(2) Preliminary discussions on site acquisitions for any publicly funded capital improvements, or sales or leases of real property (Property Sale)

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-Update of Latest Legal Events)*

Property Sale

Adjourn

This agenda shall be subject to change to include additional items including executive sessions or the deletion of items including executive sessions which arise at the time of the public body's meeting.

SUPPORTING DOCUMENTS MUST BE SUBMITTED TO THE CITY CLERK IN ELECTRONIC FORMAT NO LATER THAN ONE WEEK PRIOR TO MEETING;
NO PAPER DOCUMENTS WILL BE ACCEPTED OR DISTRIBUTED AFTER PACKET HAS BEEN POSTED ON THE CITY OF MILFORD WEBSITE.

Milford 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: April 13, 2015

RE: Activity Report/March 2015

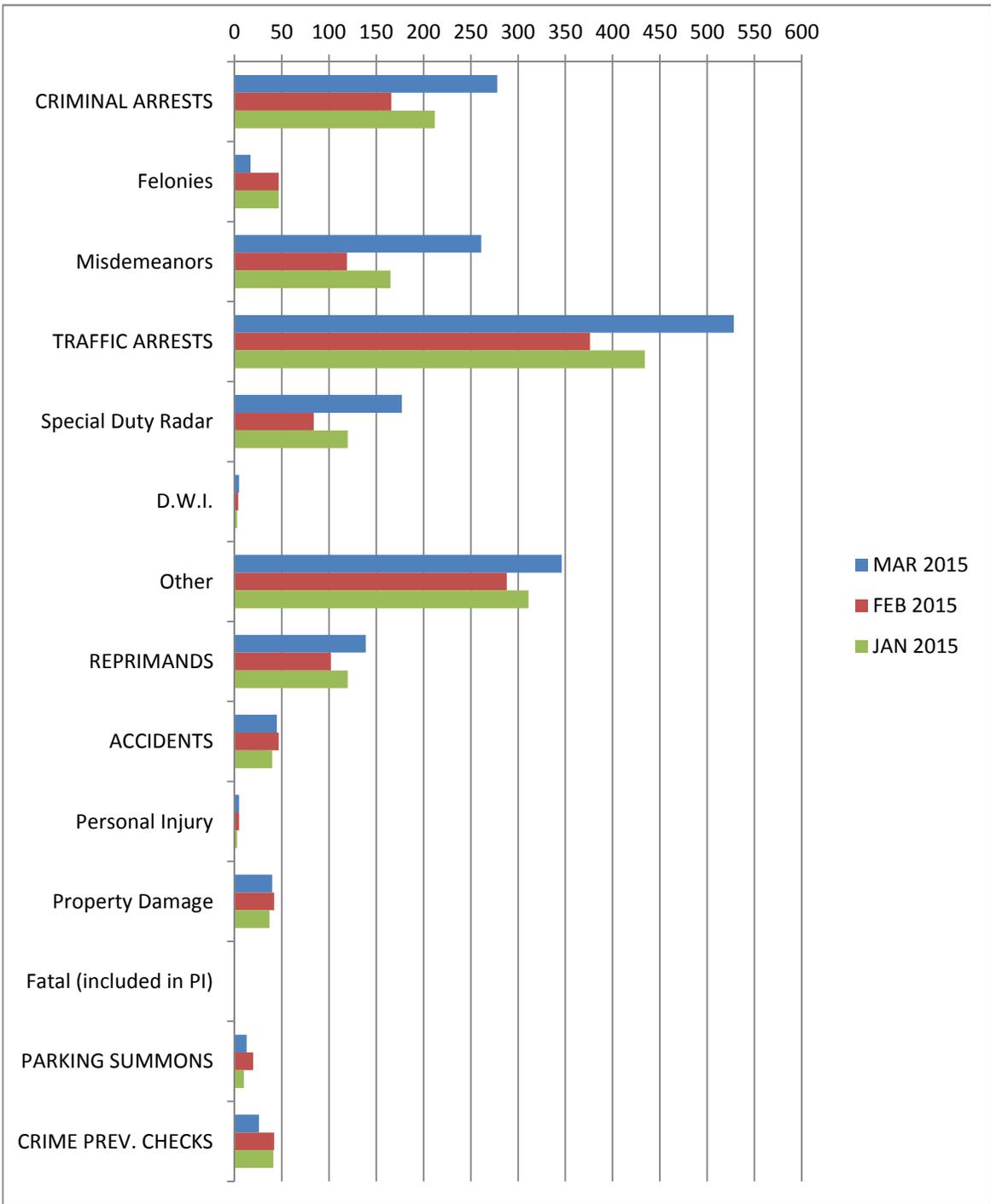
Monthly Stats:

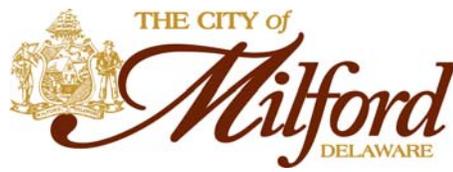
A total of 806 arrests were made by the Milford Police Department during March 2015. Of these arrests, 278 were for criminal offenses and 528 for traffic violations. Criminal offenses consisted of 17 felonies and 261 misdemeanors. Traffic violations consisted of 177 Special Duty Radar, 5 Drunk-Driving charges, and 346 other charges.

Police officers investigated 45 accidents during the month (5 personal injury, and 40 property damage) and issued 139 written reprimands. In addition, they responded to 1223 various complaints including city requests and other agency assistance.

MARCH 2015 ACTIVITY REPORT

	MAR 2015	TOTAL 2015	MAR 2014	TOTAL 2014
COMPLAINTS	1223	3426	1241	3408
CRIMINAL ARRESTS	278	656	112	386
Felonies	17	111	19	92
Misdemeanors	261	545	93	294
TRAFFIC ARRESTS	528	1338	650	1308
Special Duty Radar	177	381	282	368
D.W.I.	5	12	2	9
Other	346	945	368	933
REPRIMANDS	139	361	146	437
ACCIDENTS	45	132	36	126
Personal Injury	5	13	4	15
Property Damage	40	119	32	111
Fatal (included in PI)	0	0	0	1
PARKING SUMMONS	13	43	12	58
CRIME PREV. CHECKS	26	109	45	99
FINES RECEIVED	\$ 9,161.55	\$ 28,678.00	\$ 11,186.17	\$ 24,224.70





OFFICE OF THE CITY MANAGER
HANS MEDLARZ
TELEPHONE 302-424-3712

201 SOUTH WALNUT STREET
MILFORD, DE 19963
FAX 302-424-3558

April 2015 City Manager's Report

Administration:

- Made additional contacts with key business (Wilkerson Brick and US Cold Storage)
- Presented Bayhealth campus planning efforts at the State of Delaware PLUS meeting
- Continued public works agreement effort for S.E. utility expansion
- Met with BAC regarding the N.W. utility expansion
- Concluded electric tariff reviews for introduction to Council in May
- Drew up easement agreement for parcel at north west corner of RT-113 and RT-14
- Reviewed appraisal and met with legal representatives on easement above
- Continued negotiations with First State Manufacturing associated with the potential land exchange
- Continued parcel consolidation/rezoning effort for Perdue
- Started Watergate force main contractual process for sewer transmission capacity increase
- Continued settlement efforts with regards to the Watergate adjoins and their counsel
- Attended DEMEC strategic planning, Business Development Roundtable, Tourism and Milford Economic Development meetings
- Continued two meetings with potential Energy Service Companies regarding guaranteed energy savings project(s)
- Attended DelDOT meeting for N.E. Front Street interchange
- Started the hiring process of the Public Works Superintendent position

Electric Department:

- Assisted in move and set up of the Customer Service Center
- Finalized electric tariff discussions regarding pending changes
- Relocated 4 poles now waiting on Verizon to finish Thompsonville Intersection Project
- Completed clearing and cleaning of the big conference room at Public Works
- Started exploring options for a centralized phone system
- Assisted Street Department in the Maple Ave. culvert repair
- Participated in meetings with potential Energy Service Companies
- Completed the annual spill training provided by Compliance Environment
- Cleaned out the basement and crawlspace in the Customer Service Center
- Tested US Cold Storage facility meter with report to customer
- Gearing up for US Cold Storage metering and pole replacement

Streets and Solid Waste Department:

- Solid waste crews are seeing a significant decrease in bulk pickups since Council's approval of the Ordinance with customers opting to take care of the items themselves
- Solid waste crews are notifying customers via door tags of pending additional container issuance
- Solid waste crews are improving communication between trucks and the office
- Spring cleanup was completed successfully with fall clean-up scheduled 11/30 – 12/4
- Street Department crews are in the process of repairing concrete post on S.W. Front Street
- Street Department crews completed access road repairs S.E water tower off Route 30
- Several Departments cooperated in the now completed Maple Avenue culvert repair project

Water and Sewer Department:

- Repaired sewer lateral on Montgomery Street
- Assisted Street Department in snow removal activities
- Pumped down pond for Maple Ave. final culvert repair
- Replaced meter pits & repaired water service at various locations
- Replaced 4" valve & water service at old Fire House

City of Milford

City of Milford
City Manager
City Office
City of Milford

Selected Area Utilities

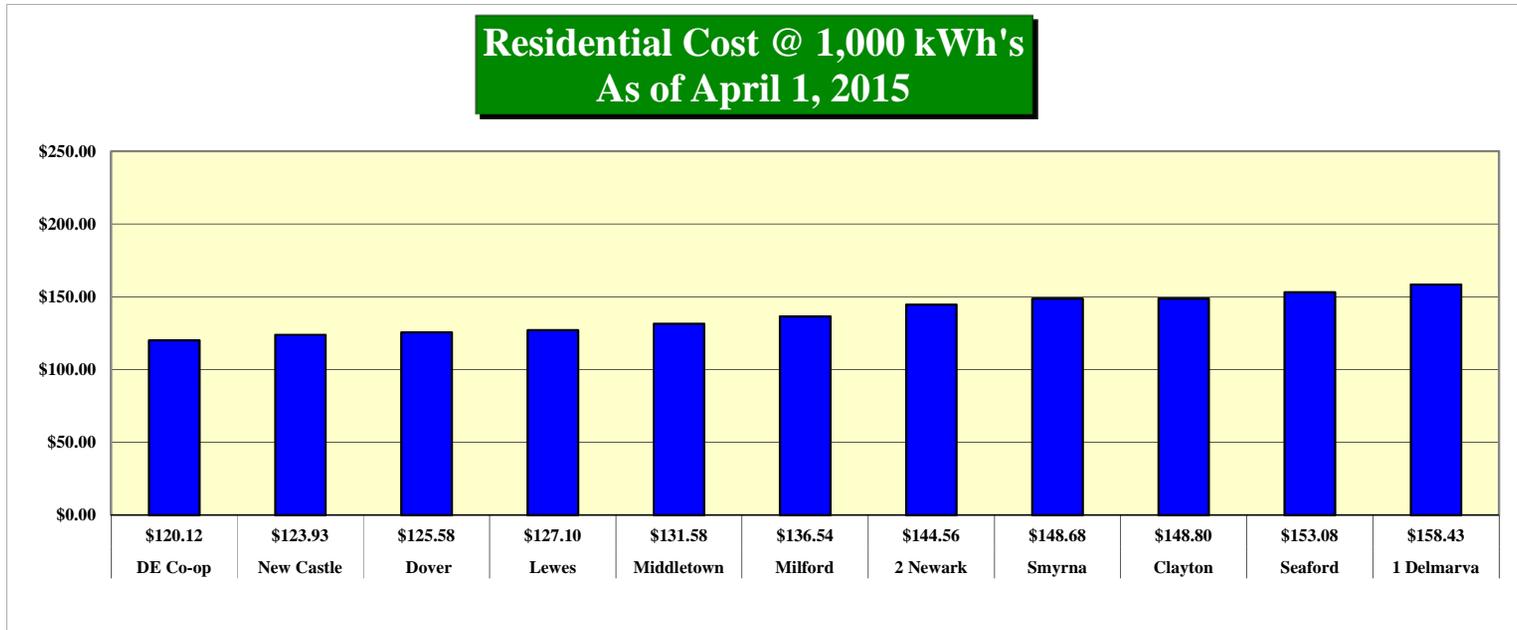
Winter (Oct. - May)

RESIDENTIAL RATE COMPARISON @ 1,000 kWh

		DE COOP <u>% Difference</u>	DPL <u>% Difference</u>
<u>DE Co-op</u>	\$120.12	0.0%	-24.2%
<u>New Castle</u>	\$123.93	3.2%	-21.8%
<u>Dover</u>	\$125.58	4.5%	-20.7%
<u>Lewes</u>	\$127.10	5.8%	-19.8%
<u>Middletown</u>	\$131.58	9.5%	-16.9%
<u>Milford</u>	\$136.54	13.7%	-13.8%
² <u>Newark</u>	\$144.56	20.3%	-8.8%
<u>Smyrna</u>	\$148.68	23.8%	-6.2%
<u>Clayton</u>	\$148.80	23.9%	-6.1%
<u>Seaford</u>	\$153.08	27.4%	-3.4%
¹ <u>Delmarva</u>	\$158.43	31.9%	0.0%

¹ Approximate. DP&L's transmission capacity charge is based on each individual's Peak Load Contribution (PLC) to the overall transmission load. Each customer has a unique PLC that changes every January.

² City of Newark begins Summer Rates in April.



**Selected Area Utilities
Summer (June - September)**

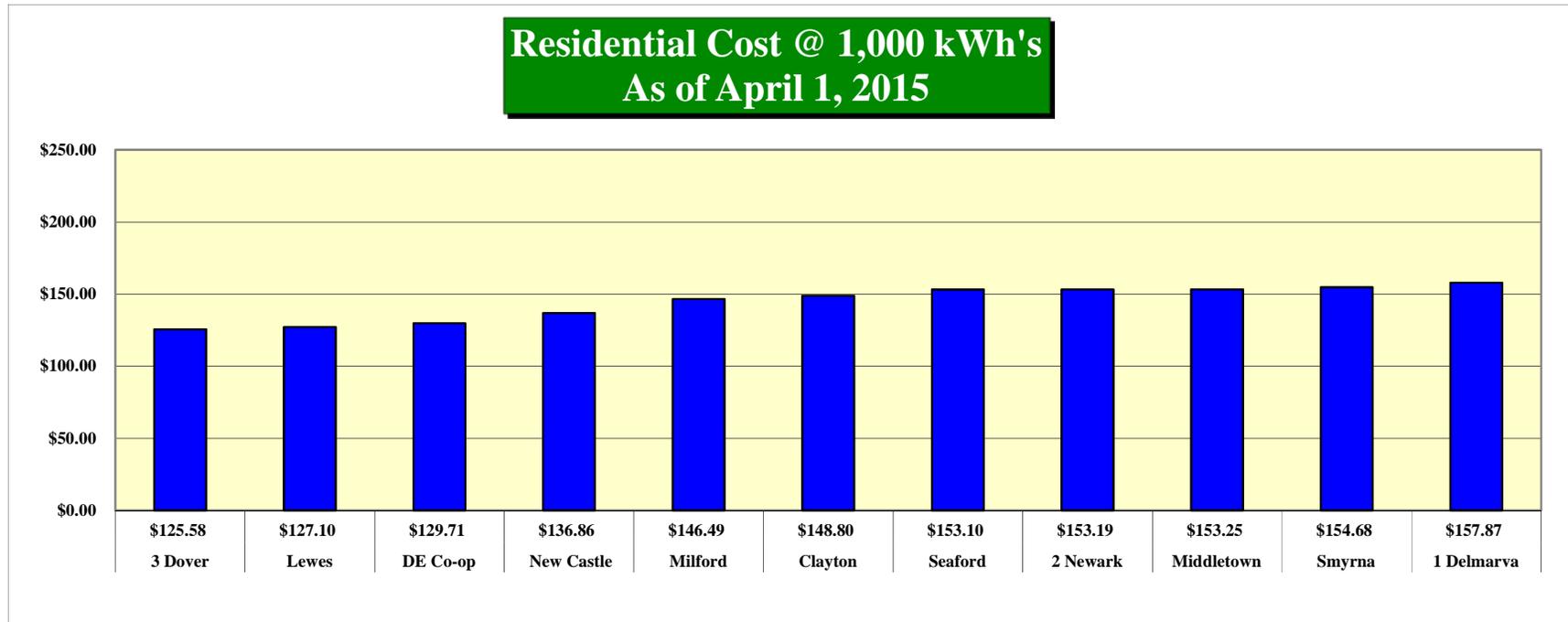
RESIDENTIAL RATE COMPARISON @ 1,000 kWh

		DE COOP % Difference	DPL % Difference
³ <u>Dover</u>	\$125.58	<u>-3.2%</u>	<u>-20.5%</u>
<u>Lewes</u>	\$127.10	<u>-2.0%</u>	<u>-19.5%</u>
<u>DE Co-op</u>	\$129.71	<u>0.0%</u>	<u>-17.8%</u>
<u>New Castle</u>	\$136.86	<u>5.5%</u>	<u>-13.3%</u>
<u>Milford</u>	\$146.49	<u>12.9%</u>	<u>-7.2%</u>
<u>Clayton</u>	\$148.80	<u>14.7%</u>	<u>-5.7%</u>
<u>Seaford</u>	\$153.10	<u>18.0%</u>	<u>-3.0%</u>
² <u>Newark</u>	\$153.19	<u>18.1%</u>	<u>-3.0%</u>
<u>Middletown</u>	\$153.25	<u>18.1%</u>	<u>-2.9%</u>
<u>Smyrna</u>	\$154.68	<u>19.3%</u>	<u>-2.0%</u>
¹ <u>Delmarva</u>	\$157.87	<u>21.7%</u>	<u>0.0%</u>

¹ Approximate. DP&L's transmission capacity charge is based on each individual's Peak Load Contribution (PLC) to the overall transmission load
Each customer has a unique PLC that changes every January

² City of Newark begins Summer Rates in April

³ City of Dover begins Winter Rates in November





**DELAWARE LEAGUE OF LOCAL GOVERNMENTS
MONTHLY DINNER MEETING
THE DUNCAN CENTER
500 W. LOOCKERMAN STREET, 5TH FLOOR, DOVER**

THURSDAY, APRIL 23, 2015

REGISTRATION/SOCIAL HOUR: 5:30 P.M. - 6:15 P.M.

DINNER: 6:30 P.M. – 7:15 P.M.

PROGRAM: 7:15 P.M.

PROGRAM:

Lewis D. Schiliro, Cabinet Secretary of the Delaware Department of Safety and Homeland Security, is the keynote speaker for the April meeting. Mr. Schiliro’s responsibilities are wide-ranging and critical to the safety and protection of Delaware residents and communities. These include, among others, State and Capitol police, emergency management, State communications and E911, highway safety, forensic science, Disabilities Councils, and gaming, alcohol and tobacco enforcement. The Secretary will comment on the current state of security and communications systems and programs in Delaware. A summary of Secretary Schiliro’s background is attached.

The League will also update members on legislative issues.

Next Meeting: Thursday, May 21, 2015

WE MUST HAVE YOUR RESERVATIONS NO LATER THAN APRIL 17, 2015

Mail To/Make Payable to: Delaware League of Local Governments • P.O. Box 484 • Dover, DE 19903-0484
Phone: 302-678-0991 • Email: cfluft@udel.edu

_____ will have _____ attendees
(Municipality/County/Agency)

PLEASE LIST THE NAMES OF THOSE ATTENDING

<u>Name</u>	<u>Title</u>
_____	& _____
_____	& _____
_____	& _____
_____	& _____
_____	& _____
_____	& _____

- () Check enclosed for () dinners @ \$30 each
- () Please direct bill the Municipality/County/Agency
- () Payment will be made at the door
- () Enclosed for () dinners @ \$30 each

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

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Exhibit A: Complimentary Service

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 the City of Milford, Delaware.

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. "Educational Access" shall mean a channel designated for noncommercial use by educational institutions such as public or private schools (but not "home schools"), community colleges, and universities.

1.6. "Effective Date" shall mean the date on which all authorized persons necessary to sign this Agreement in order for it to be binding on both parties have executed this Agreement as indicated on the signature page(s), unless a specific date is otherwise provided in the "Term" section herein.

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

1.8. "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.

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

1.10. "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.

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

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

1.13. "Government Access" is a channel designated for noncommercial use by the Franchising Authority for the purpose of showing local government at work.

1.14. "Gross Revenue" means 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 revenue received from monthly basic cable fees, premium and pay-per-view video fees, Franchise fees (a/k/a fee on fee), subscriber fee, advertising and home shopping revenues, installation fees, fees for leased access channels, fees for service calls, subscriber equipment rental and sales fees, and fees from the provision of any other Cable Services. Gross Revenue shall not include program launch support payments, revenue from refundable deposits, late fees, investment income, nor any taxes or other fees except for franchise 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.

1.15. "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.

1.16. "Public Access" is noncommercial use of a channel by the public on a first-come, first-served, nondiscriminatory basis. Public Access time may not be used to cablecast programs for profit, or for nonpolitical or commercial fundraising in any fashion.

1.17. "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.

1.18. "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.

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

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

SECTION 2 - Grant of Authority

2.1. Franchise Grant. The Franchising Authority hereby grants to the Franchisee pursuant to the Cable Act, and any applicable State laws, 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 ten (10) 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.

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 and shall be in accordance with the standards found in the National Electric Code, applicable FCC regulations, and generally applicable provisions of the City of Milford building code. 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, including, but not limited to, changes of grade or location of the Public Way, 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, subject to any City of Milford generally applicable construction and safety ordinances.

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. Except in cases of emergency repairs or restoration of service interruptions, the Franchisee shall provide the City with 30 days advance notice of tree 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, unless the Franchising Authority is actively engaged in an undergrounding project in the immediate area where the lines are to be installed, in which case Franchisee shall place its Cable System transmission and distribution facilities underground as outlined in this subsection provided that such underground locations are equally capable of accommodating the Franchisee's cable and other equipment without technical degradation of the Cable System's signal quality. In the event the Franchising Authority intends to do repairs or replacement of poles, wires, cables, conductors, transformers, or other attachments which are owned by or under its control in a Public Way as herein defined, and such repairs or replacements are in a location necessitating full completion at one time to protect the health, safety and welfare of the general public, the Franchising Authority shall give at least fifteen (15) business days written notice to the Franchisee of the time and place where Franchisee's aerial Cable System equipment will need to be moved or protected during such repair and replacement. Franchisee agrees to then provide its own service technicians to move or protect its equipment. 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.

3.2.8. Discretion in Emergency. In the event of an emergency, the Franchisee acknowledges that the Carlisle Fire Company and the Milford Electric Department have the authority to remove and/or cut the Franchisee's cable lines without prior notification of the Franchisee. The Franchise Authority shall notify

the Franchisee as soon as reasonably possible of any such action. The Franchise Authority shall not be financially responsible for repairing any cable lines removed and/or cut pursuant to an emergency.

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 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 of sufficient strength and quality so that the signal on the line extension shall meet FCC requirements for signal strength and quality. For purposes of this section, a home shall be counted as a “dwelling unit” if, and only if, such home is within four hundred (400) 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 two hundred (200) 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.

4.6. Emergency Alert System. In accordance with applicable FCC Regulations, the Franchisee shall maintain an Emergency Alert System (EAS) for use in transmitting Emergency Act Notifications (EAN) and Emergency Act Terminations (EAT) in local and state-wide situations as may be designated to be an emergency by the Local Primary (LP), the State Primary (SP) and/or the State Emergency Operations Center (SEOC), as those authorities are identified and defined within applicable FCC Regulations.

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.

5.2 No Unfair Discrimination. Neither the Grantee 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, Grantee 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 Grantee'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 Grantee are satisfied. Nothing contained herein

shall prohibit the Grantee from offering bulk discounts, promotional discounts, package discounts, or other such pricing strategies as part of its business practice.

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. Franchisee shall provide Franchising Authority with the toll-free phone number and any subsequent changes thereto, which Customers may use in making service inquiries. Franchisee shall maintain a record of the type and nature of all written complaints received within Franchise Area. Upon written request of the Franchising Authority, the Franchisee shall provide within thirty (30) days a report outlining the complaints received in the prior twelve (12) months; provided, however, the Franchisee shall not be required to produce the report more than once a year.

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. The Grantee shall not be liable for the collection of franchise fees from customers in a newly annexed

area until notified in writing by the Franchise Authority of the annexation. Upon receiving such notice, the franchisee shall begin collecting within sixty (60) days of such notice.

7.2. Franchise Fees Subject to Audit.

7.2.1. Upon notice pursuant to Section 14.2 herein, during Normal Business Hours at Franchisee's principal business office in the State of Delaware, 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 three (3) 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 thirty (30) 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 located in the State of Delaware, 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 thirty-six (36) 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

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, Franchisee's actions that result in (i) property damage or bodily injury (including accidental death), (ii) invasion of privacy or defamation of any person, firm, or corporation, (iii) a violation or infringement of any copyright, trademark, service mark, or patent, or (iv) civil, criminal, or administrative penalties, arising out of

Franchisee's failure to comply with any federal, state or local statute 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. Continuing Existing Cable Service to Public Buildings and Schools. Franchisee shall maintain the current level of existing active drops, outlets and Basic Cable Service, at no charge to the City, to each Public Building as designated by the City listed in Exhibit A attached hereto and each school within the Franchise Area; provided, however, the cost to repair or replace a nonstandard drop will be paid by the City or school.

10.3. Public Building School Existing Wiring. Nothing in this section shall require Franchisee to move existing or install additional drops or outlets at no charge to schools and those public buildings included in Exhibit A. It is understood that Franchisee shall not be responsible for any internal wiring of such Public Buildings and/or schools.

10.4. Public Building. For the purposes of this section, the term Public Building refers to those buildings identified in Exhibit A and those buildings owned or leased by the City for municipal government administrative purposes including City Hall, fire police and ambulance stations, and libraries. Public Buildings shall not include buildings owned by the City but leased to third parties, or buildings such as storage facilities at which government employees are not regularly stationed.

10.5. School. For the purposes of this section, the term “school” means a public or private 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.”

10.6. Cable Service to New or Relocated Schools. Upon written request, the Franchisee shall provide, at no cost to the City, Basic Cable Service and Standard Installation at one (1) outlet to any new or relocated 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 purposes of this section, a new school shall be any school not having an existing active drop, outlet, and Basic Cable Service at the time of this agreement.

10.7. Cable Service to New or Relocated Public Buildings. Upon written request, the Franchisee shall provide, at no cost to the Franchising Authority, Basic Cable Service and Standard Installation at one (1) outlet to any new or relocated Public Building located in 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. Such new or relocated Public Building(s) shall be added to Exhibit A. For purposes of this section, a new Public Building shall be any Public Building not having an existing active drop, outlet, and Basic Cable Service at the time of this agreement.

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; (ii) assess liquidated damages in accordance with Section 12; or (iii) 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 sixty (60) 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 State of Delaware, 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 Aerial 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)]. If Cable System is not actively being used to facilitate any other services as determined by the Franchisee, at Franchising Authority’s request, the Cable System shall be removed, if technically feasible, by Franchisee at Franchisee’s expense, or if Franchisee fails to remove within nine (9) months of Cable Service or other services no longer being provided, by Franchising Authority at Franchisee’s expense.

SECTION 12 – Competitive Equity

Upon the request by Franchisee, if the Franchising Authority has negotiated and granted a cable franchise, or other agreement, to a new video provider, the Franchising Authority shall make available to the Franchisee applicable terms and conditions provided to a new video operator, by an amendment and restatement in lieu of its existing franchise document. In addition, upon the request of the Franchisee, if the Franchising Authority adopts an ordinance, it shall make available to the Franchisee applicable terms and conditions from any such ordinance. In either such event, the Franchisee may accept all applicable terms and conditions of a new agreement or ordinance only in their entirety and in lieu of its existing franchise document and without the ability to accept or refuse specific terms and conditions. The Franchising Authority and Franchisee shall amend this Franchise Agreement to substitute the new, applicable terms and conditions in their entirety upon notice of acceptance from the Franchisee. Franchisee shall have an enforceable right to require that its cable franchise be amended and restated within ninety (90) days of its request to substitute the new, applicable terms and conditions of the new agreement granted to a new video provider or

new cable ordinance. The provisions of this section shall not alter the time period remaining in any unexpired, existing franchise, unless both parties agree to do so in writing.

SECTION 13 - Liquidated Damages

13.1. Because it may be difficult to calculate the harm to the Franchising Authority in the event of a breach of this Franchise Agreement by Franchisee, the parties agree to liquidated damages as a reasonable estimation of the actual damages. To the extent that the Franchising Authority elects to assess liquidated damages as provided in this agreement and such liquidated damages have been paid, such damages shall be the Franchising Authority's sole and exclusive remedy. Nothing in this section is intended to preclude the Franchising Authority from exercising any other right or remedy with respect to a breach that continues past the time the Franchising Authority stops assessing liquidated damages for such breach.

13.2. Prior to assessing any liquidated damages, the Franchising Authority shall mail to the Franchisee a written notice by certified or registered mail of the alleged violation and the proposed liquidated damage, specifying the violation at issue. The Franchisee shall have forty-five (45) days from the date of receipt of the written notice to cure or commence to cure, as is appropriate depending on the nature of the alleged violation, or to file a written response refuting the alleged violation or explaining why additional time for cure is necessary. In the case of breaches of requirements measured on a monthly, quarterly or longer period (such as customer service standards), Franchisee's cure period shall be no less than one such period.

13.3. The Franchising Authority may not assess any liquidated damage if the Franchisee has reasonably responded to the complaint or cured or commenced to cure, as may be appropriate, the violation following receipt of written notice from the Franchising Authority, unless some other cure period is approved by the Franchising Authority. In the event Franchisee fails to cure or commence to cure, or fails to refute the alleged breach, the Franchising Authority may assess liquidated damages and shall inform Franchisee in writing of the assessment. Franchisee shall have thirty (30) days to pay the damages.

13.4. The first day for which liquidated damages may be assessed, if there has been no cure after the end of the applicable cure period, shall be the day on which Franchisee received the Franchise Authority's formal written notice of non-compliance.

13.5. Franchisee may appeal (by pursuing judicial relief or other relief afforded by the Franchising Authority) any assessment of liquidated damages within thirty (30) days of receiving written notice of the assessment. Franchisee's

obligation to pay the liquidated damages assessed shall be stayed pending resolution of the appeal. If, however, Franchisee's appeal is rejected or dismissed, it shall pay liquidated damages retroactive to the date of the appeal.

13.6. In no event may liquidated damages be assessed for a time period exceeding one hundred twenty (120) days. If after that amount of time Franchisee has not cured or commenced to cure the alleged breach to the satisfaction of the Franchising Authority, the Franchising Authority may pursue all other remedies.

13.7. The following assessment of liquidated damages may be applied in accordance with the procedures outlined in paragraphs 13.1 – 13.6.

13.7.1. For failure to pay any amounts due to the Franchising Authority on the due date as provided in this franchise agreement, or if no due date is provided herein, within forty-five (45) days of the Franchising Authority's making written request therefore. Assessment: \$275 per week for each or part thereof that any such amount or portion thereof remains unpaid.

13.7.2. For failure to meet any applicable FCC technical or FCC performance standard which adversely affects the picture and/or audio quality for a majority of customers for a thirty (30) day period. Said thirty (30) day period shall begin on the date that Franchisee receives written notice from the Franchising Authority of the picture/audio quality program. Assessment: \$275 per day for each or portion thereof beyond such thirty (30) day period, that the cable television system fails to meet such applicable FCC technical or FCC performance standard which adversely affects picture and/or audio quality.

13.7.3. For failure to meet PEG obligations under Section 1.4 of this franchise agreement. Assessment: \$100 per day for each day such obligations are not met.

13.7.4. For failure to remove the cable system in a timely fashion as required by Section 11.3 of this agreement. Assessment: \$100 per day for each day or portion thereof the cable system is not removed.

13.7.5. For failure to obtain applicable permits and other forms of approval as required by Section 3.1 of this agreement. Assessment: \$60 per day for each day or portion thereof until an application is made for such permits and other forms of approval in Section 3.1.

13.7.6. For failure to deliver evidence of insurance coverage in a timely manner as required by Section 9. Assessment: \$100 per day or portion thereof until filed.

SECTION14 - Miscellaneous Provisions

14.1. 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.

14.2. 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
5729 West Denneys Road
Dover, Delaware 19904
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

14.3. 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.

14.4. 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.

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

14.6. 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.

14.7. 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.

14.8. 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.

14.9. 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.

14.10. 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 Franchise to the extent that any provision of this 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.

14.11. 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.

SECTION 15 - Public, Educational and Government Access

15.1. PEG Access Channel. Subject to written request from the Franchising Authority that it has the capability to provide PEG Access programming for the PEG Access Channel, the Franchisee shall make available a channel for Public Educational and Government Access (PEG) programming without charge on the basic service tier to be used by appropriate entities as the same may from time to time be designated by the Franchising Authority or its designee. Subject to technical feasibility, Franchisee shall make the channel available within eighteen (18) months of said written request.

15.2. PEG Channel Use. Use of a channel position for public, educational and governmental ("PEG") access shall be provided on the most basic tier of service offered by Franchisee in accordance with the Cable Act, Section 611, and as further set forth below. "Channel position" means a number designation on the Franchisee's channel lineup regardless of the transmission format (analog or digital). Franchisee does not relinquish its ownership of or ultimate right of control over a channel by designating it for PEG use. A PEG access user – whether an individual, educational or governmental user – acquires no property or other

interest by virtue of the use of a channel position so designated. Franchisee shall not exercise editorial control over any public, educational or governmental use of a channel position, except Franchisee may refuse to transmit any public access program or portion of a public access program that contains obscenity, indecency, or nudity. The Franchising Authority shall be responsible for developing, implementing and enforcing rules for PEG access Channel use.

15.3. Delaware Public Service Commission. If the Delaware Public Service Commission (“DEPSC”) for Sussex County activates its PEG channel provided through its agreement with Franchisee, then the PEG channel requirement herein shall be satisfied by the carriage of the DEPSC PEG channel within the Franchise Area. If the DEPSC has not activated such a PEG channel, the Franchisee shall make a PEG Access channel available as required under Section 15.1. If the DEPSC activates a PEG channel subsequent to a PEG channel being activated under Section 15.1 herein, any PEG channel being carried as a result of the requirements under Section 15.1 will be replaced by carriage of the DEPSC PEG channel.

15.4. PEG Costs. Any costs associated with PEG programming and/or the PEG channels shall be paid for by the Franchising Authority.

15.5. Fallow Time. Nothing in this section shall prohibit Franchisee from using the aforementioned channel for other programming during times when PEG programs are not being broadcast.

15.6. Indemnification. The Franchising Authority shall indemnify Franchisee for any liability, loss, or damage it may suffer due to violation of the intellectual property rights of third parties or arising out of the content of programming shown on any PEG channel and from claims arising out of the Franchising Authority’s rules for or administration of access.

SECTION 16 – Performance Bond

Performance Bond. Within thirty (30) days of the Effective Date of this Agreement, Franchisee shall post a performance bond in the amount of twenty five thousand dollars (\$25,000) as surety for the faithful performance and discharge by Franchisee of all obligations imposed by this Franchise Agreement. The performance bond shall remain in force and effect throughout the term of this Franchise Agreement. If Franchisee fails to timely pay an assessment of liquidated damages or franchise fees, the Franchising Authority pursuant to Section 11 herein shall give Franchisee twenty (20) business days’ notice of its intent to draw the amount owed from the performance bond. The Franchising Authority may not draw from the security bond while any action, appeal or other process has been instituted by Franchisee to challenge the amount owed.

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: Bryan Shupe

Title: Mayor

Date: _____

Attest:

Franchisee:

By: _____

Print Name: Thomas Coughlin

Title: Regional Senior Vice President

Date: _____

EXHIBIT A
COMPLIMENTARY SERVICE

I. MUNICIPAL BUILDINGS

- A. City Hall, 201 South Walnut Street, Milford, DE 19963
- B. Milford Police Department, 400 NE Front Street, Milford, DE 19963
- C. Parks and Recreation Department, 207 Franklin Street, Milford, DE 19963
- D. Customer Service Department, 119 South Walnut Street, Milford, DE 19963
- E. Public Works Department, 180 Vickers Drive, Milford, DE 19963
- F. Armory, 604 North Walnut Street, Milford, DE 19963

II. SCHOOLS

- A. District Administration Office, 906 Lakeview Avenue, Milford, DE 19963
- B. Milford Senior High School, 1019 North Walnut Street, Milford, DE 19963
- C. Milford Central Academy, 1021 North Walnut Street, Milford, DE 19963
- D. Benjamin Banneker Elementary School, 449 North Street, Milford, DE 19963
- E. Lulu M. Ross Elementary School, 310 Lovers Lane, Milford, DE 19963
- F. Mispillion Elementary School, 311 Lovers Lane, Milford, DE 19963
- G. Morris Early Childhood Center, 8609 Third Street, Lincoln, DE 19960

III. OTHER PUBLIC BUILDINGS

- A. Milford Museum, 121 South Walnut Street, Milford, DE 19963
- B. Carlisle Fire Company, 615 NW Front Street, Milford, DE 19963
- C. Milford Public Library, 11 SE Front Street, Milford, DE 19963



OFFICE OF THE CITY MANAGER
HANS MEDLARZ
TELEPHONE 302-424-3712

201 SOUTH WALNUT STREET
MILFORD, DE 19963
FAX 302-424-3558

April 2015 City Manager's Supplemental Report

- Customer Service Center -- Open Issues

The Customer Service Center has opened its doors on April 6, 2015. All Departments, however most of all the customer service team and IT provided exemplary cooperation in the move and a smooth business continuity. Diebold, the company which provided safe maintenance and service was contacted to revive the service location. Mid Atlantic Waterproofing completed their work and all punch list items are closed out with regards to the water intrusion in the basement. To stop the water from forming ice along the north side of the building the sidewalk should be sloped away from the building providing positive drainage. Shea Concrete LTD has visited the site and offered a quotation for \$1,420 which includes special caulking of the entire north side of the building's sidewalk edge. The City Manager authorized the work. Two companies already investigated the leaking windows on the 2nd floor but declined to offer a quotation. Walker Laberge, a store front specialty company from Salisbury was contacted and visited the site. The window repair quote is \$3,175 and requires City Council authorization prior to utilization of the second floor.



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April 2015 City Manager's Supplemental Report

- Approval of SE Sewer Force Main Relocation Contract Funding Authorization through USDA Sewer Project/City Contribution

The City had the opportunity to upsize the force main and continue it to the point of termination in Marshall Commons. The developer agreed to also upsize the main without compensation in addition to his relocation expense. The relocation in kind was one of the obligations detailed on the approved construction plans since the easement currently transects parts of the proposed subdivision. The estimated cost for the project was approximately \$150,000. The responsibilities break down on a 2 to 1 basis with the City being responsible for the longer distance.

The upsized replacement of said force main was part of phase I of the approved sewer improvement project funded jointly by the City and USDA. (\$400,000 City, \$600,000 USDA 2.25% loan & \$1 million USDA grant) The City Administration has, with City Council's approval awarded said relocation/upsizing of the SE Sewer Force Main into future Watergate Subdivision right-of-way, however Council has to officially designate the Sewer Fund Reserves as the funding source of the City portion of the USDA project. The Manager recommends approval of the funding arrangement for the contract to proceed.

The funding offer for phase II of the USDA project with an equal grant amount is imminent and once received will require Council's acceptance of "intent to meet conditions" just as phase I before. The entire package is then presented to the voters for approval. Initial financial analysis indicates no sewer rate increase is required since impact fees and operational savings will be able to carry the additional debt service.

AGREEMENT FOR CONSTRUCTION SERVICES

THIS AGREEMENT, made this _____ day of March, 2015, by and between City of Milford, hereinafter called "CITY", together with Liberio Watergate, LLC, hereinafter called "DEVELOPER", and Nichols Excavation, Inc., doing business as a corporation, hereinafter called "CONTRACTOR".

WITNESSETH; That for and in consideration of the payments and agreements herein after mentioned:

1. The CONTRACTOR will commence and complete the construction of **Watergate Force Main Relocation and Upgrade Project** in accordance with all applicable Federal, Delaware laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Work throughout the performance of this contract.

2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR shall furnish the Owner with insurance certificates showing the type, amount, effective dates, and date of expiration of policies prior to starting construction.

4. The CONTRACTOR will commence the work required by this AGREEMENT upon issuance of a notice to proceed and shall complete the work within 120 calendar days unless the period for completion is extended otherwise by the Owner.

5. The CONTRACTOR shall indemnify and hold harmless the CITY, DEVELOPER and the Engineer, and all who represent them, from and against claims, damages, losses and expenses arising out of the CONTRACTOR'S performance of the Work, provided such claims,

damages, loss and expense are attributable to Negligence of the CONTRACTOR and his subcontractors and others directly related to the Work.

6. The CONTRACTOR agrees to perform all of the WORK described on the Sketch Plan and in accordance with City of Milford Standards and Specifications for the following lump

sum fees: City of Milford portion: \$98,500.00

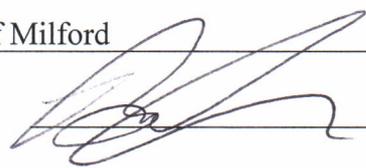
Liborio Watergate, LLC portion: \$48,000.00

7. The CITY and DEVELOPER will pay to the CONTRACTOR on a monthly basis for the work completed the previous month less 10% retainage. Retainage will be released by each party upon final project acceptance by the CITY.

8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials to this Agreement.

CITY: City of Milford

BY: 

NAME: Bryan W. Shupe
(Please Type)

TITLE: Mayor



(SEAL)
ATTEST: 

NAME: TERESA K. HUDSON

(Please Type)

TITLE: City CLERK

DEVELOPER:

Liborio Watergate, LLC

BY:

NAME:

(Please Type)

TITLE:

ATTEST:

NAME:

(Please Type)

TITLE:

CONTRACTOR:

Nichols Excavation, Inc.

BY:

NAME:

(Please Type)

ADDRESS:

324 Markus Court

Newark, DE 19713

EIN:

(SEAL)

ATTEST:

NAME:

(Please Type)

TITLE:



OFFICE OF THE CITY MANAGER
HANS MEDLARZ
TELEPHONE 302-424-3712

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April 2015 City Manager's Supplemental Report

- Approval of Inspection Services Close Out S.E. Front Street Project

The S.E. Front Street road and utility construction project was partially funded by DeIDOT, Legislative CTF monies and City funds. The project was contracted for part time inspection in the anticipation that DeIDOT inspectors would provide the bulk of the on-site inspection services. The contrary turned out to be true. DeIDOT staff only occasionally visited the jobsite leaving the vast majority of the services to be provided by the contract inspector from DBF, Inc. Further compounding the situation was an extended time line due to contract modification requests by the City. The project was finally closed out a couple of months ago with only minor final restoration items pending. These items are now complete and the Finance Director and the Manager reviewed the final reimbursement request to DeIDOT.

We had been holding payment of the inspection services to allow this review determining the ability to leverage the full allocation of DeIDOT funding. Sufficient DeIDOT funds remain to cover the 50% share of the invoices but the City has to allocate funding from Municipal Street Aid for the remaining 50% in the amount of \$19,845.00. In order to assist in the funding picture DBF, Inc. has agreed to write off all invoices associated with the extended contract administration. The Finance Director and the Manager request approval of the increase in the inspection funding allowance. Once approved the final reimbursement request can be submitted.

**SOUTHEAST FRONT STREET REHABILITATION
FINAL PROJECT BREAKDOWN
MILFORD, DE
March 30, 2015**

S.E. FRONT STREET ROADWAY AND SIDEWALK REHABILITATION				Sam's Construction LLC		City of Milford Unit Amount	City of Milford Portion	DelDOT Unit Amount	DelDOT Portion
ITEM #	DESCRIPTION	QUAN	U/M	UNIT	TOTAL		TOTAL		TOTAL
1	Mobilization	1	LS	\$25,000.00	\$25,000.00	0.38	\$9,500.00	0.62	\$15,500.00
2	Remove and Dispose of Existing Sidewalk	18,500	SF	\$1.50	\$27,750.00	0.00	\$0.00	16,827.50	\$25,241.25
3	F&I Standard Sidewalk	6,400	SF	\$6.00	\$38,400.00	0.00	\$0.00	6,665.25	\$39,991.50
4	F&I Driveway Sidewalk	3,200	SF	\$7.00	\$22,400.00	0.00	\$0.00	6,318.50	\$44,229.50
5	Remove & Dispose of Existing Curb	3,600	LF	\$2.00	\$7,200.00	0.00	\$0.00	5,138.00	\$10,276.00
6	F&I New Curb	4,600	LF	\$22.00	\$101,200.00	0.00	\$0.00	5,112.50	\$112,475.00
7	F&I New Curb & Gutter	270	LF	\$22.00	\$5,940.00	0.00	\$0.00	141.50	\$3,113.00
8	F&I New Handicap Curb Ramps Types 1-4	4,300	SF	\$16.00	\$68,800.00	0.00	\$0.00	4,633.75	\$74,140.00
9	Furnish and Install Truncated Domes	600	SF	\$34.00	\$20,400.00	0.00	\$0.00	511.55	\$17,392.70
10a	Remove & Replace Existing Asphalt Associated with New Curb, F&I GABC	300	CY	\$125.00	\$37,500.00	0.00	\$0.00	125.45	\$15,681.25
10b	Remove & Replace Existing Asphalt Associated with New Curb, F&I Super Pave Type B	320	Ton	\$85.00	\$27,200.00	0.00	\$0.00	237.21	\$20,162.85
11	Misc Tree Removal	1	LS	\$5,800.00	\$5,800.00	0.00	\$0.00	1.00	\$5,800.00
12	1.5 Inch Surface Milling	15,000	SY	\$2.00	\$30,000.00	0.00	\$0.00	14,620.00	\$29,240.00
13	1.5 inch Bituminous Overlay	1,500	Ton	\$85.00	\$127,500.00	0.00	\$0.00	1,934.70	\$164,449.50
14	Adjust Inlet Frame and Cover	15	EA	\$600.00	\$9,000.00	0.00	\$0.00	17.00	\$10,200.00
15	Adjust Existing Manhole Frame and Cover	15	EA	\$600.00	\$9,000.00	0.00	\$0.00	15.00	\$9,000.00
16	Adjust Valve Box	20	EA	\$250.00	\$5,000.00	0.00	\$0.00	52.00	\$13,000.00
17	F&I Misc. Concrete	25	CY	\$500.00	\$12,500.00	0.00	\$0.00	0.00	\$0.00
Sub-Total Roadway and Sidewalk Rehabilitation :					\$580,590.00		\$9,500.00		\$609,892.55

S.E. FRONT STREET STORMDRAINAGE IMPROVEMENTS				Sam's Construction LLC		City of Milford Unit Amount	City of Milford Portion	DelDOT Unit Amount	DelDOT Portion
ITEM #	DESCRIPTION	QUAN	U/M	UNIT	TOTAL		TOTAL		TOTAL
18	Remove and Dispose of Existing Catch Basins	15	EA	\$800.00	\$12,000.00	9.00	\$7,200.00	7.00	\$5,600.00
19	F&I New Precast Catch Basin	15	EA	\$2,800.00	\$42,000.00	9.00	\$25,200.00	7.00	\$19,600.00
20	F&I New Manhole	4	EA	\$3,500.00	\$14,000.00	0.00	\$0.00	5.00	\$17,500.00
21	F&I New 12 Inch RCP Stormdrain	200	LF	\$65.00	\$13,000.00	203.50	\$13,227.50	0.00	\$0.00
22	F&I New 15 inch RCP Stormdrain	50	LF	\$75.00	\$3,750.00	52.00	\$3,900.00	0.00	\$0.00
23	Remove and Dispose of Existing Stormdrain Pipe	320	LF	\$25.00	\$8,000.00	93.00	\$2,325.00	0.00	\$0.00
24	Replace Existing Manhole Frame & Cover	1	EA	\$650.00	\$650.00	0.00	\$0.00	2.00	\$1,300.00
25	Seal Pipe Opening in Existing Manhole	5	EA	\$300.00	\$1,500.00	0.00	\$0.00	5.00	\$1,500.00
26	Construct Stormdrain Improvements at Station 13+10	1	LS	\$25,000.00	\$25,000.00	0.00	\$0.00	1.00	\$25,000.00
27a	Remove & Replace Existing Asphalt Associated with Stormdrainage Work, F&I GABC	50	CY	\$95.00	\$4,750.00	28.50	\$2,707.50	0.00	\$0.00
27b	Remove & Replace Existing Asphalt Associated with Stormdrainage Work, F&I Super Pave Type B	100	Tons	\$85.00	\$8,500.00	24.77	\$2,105.45	0.00	\$0.00
28	Pavement Removal & Concrete Trench Restoration	12,000	SF-IN	\$3.00	\$36,000.00	0.00	\$0.00	0.00	\$0.00
Sub-Total Stormdrain Rehabilitation:					\$169,150.00		\$56,665.45		\$70,500.00

S.E. FRONT SEWER SYSTEM IMPROVEMENTS				Sam's Construction LLC		City of Milford Unit Amount	City of Milford Portion	DelDOT Unit Amount	DelDOT Portion
ITEM #	DESCRIPTION	QUAN	U/M	UNIT	TOTAL		TOTAL		TOTAL
29	Remove & Replace Existing Gravity Sewer (10 Inch) Incl. Bypass Pumping	500	LF	\$50.00	\$25,000.00	488.00	\$24,400.00	0.00	\$0.00
30	Remove & Replace Existing Manholes	2	EA	\$2,800.00	\$5,600.00	2.00	\$5,600.00	0.00	\$0.00
31	Remove and Replace Existing Sewer Laterals	400	LF	\$15.00	\$6,000.00	418.33	\$6,274.95	0.00	\$0.00
32	F&I New Cleanouts with Frame & Cover	16	EA	\$1,500.00	\$24,000.00	12.00	\$18,000.00	0.00	\$0.00
33	Seal Pipes in Existing Manholes	1	EA	\$300.00	\$300.00	1.00	\$300.00	0.00	\$0.00
34a	Remove & Replace Existing Asphalt Associated with Sewer Work, F&I GABC	70	CY	\$95.00	\$6,650.00	103.29	\$9,812.55	0.00	\$0.00
34b	Remove & Replace Existing Asphalt Associated with Sewer Work, F&I Super Pave Type B	80	Tons	\$85.00	\$6,800.00	91.17	\$7,749.45	0.00	\$0.00
35	Pavement Removal & Concrete Trench Restoration	3,000	SF-IN	\$5.00	\$15,000.00	0.00	\$0.00	0.00	\$0.00
Sub-Total Sewer Rehabilitation:					\$89,350.00		\$72,136.95		\$0.00

S.E. FRONT WATER SYSTEM IMPROVEMENTS				Sam's Construction LLC		City of Milford Unit Amount	City of Milford Portion	DelDOT Unit Amount	DelDOT Portion
ITEM #	DESCRIPTION	QUAN	U/M	UNIT	TOTAL		TOTAL		TOTAL
36	F&I New 4" PVC C-900 Water Main	70	LF	\$45.00	\$3,150.00	244.00	\$10,980.00	0.00	\$0.00
37	F&I New 6" PVC C-900 Water Main	30	LF	\$50.00	\$1,500.00	25.50	\$1,275.00	0.00	\$0.00
38	F&I New 8" PVC C-900 Water Main	30	LF	\$55.00	\$1,650.00	79.20	\$4,356.00	0.00	\$0.00
39	F&I New 10" PVC C-900 Water Main	30	LF	\$65.00	\$1,950.00	3.34	\$217.10	0.00	\$0.00
40	F&I New Corp. Stop Including Saddle	24	EA	\$1,500.00	\$36,000.00	53.00	\$79,500.00	0.00	\$0.00
41	F&I New 1 & 2 Inch Service Pipe by Mole Method	800	LF	\$25.00	\$20,000.00	1,111.50	\$27,787.50	0.00	\$0.00
42	F&I New Meter Pit	24	EA	\$800.00	\$19,200.00	50.00	\$40,000.00	0.00	\$0.00
43	Close Valve & Remove Valve Box	15	EA	\$500.00	\$7,500.00	9.00	\$4,500.00	0.00	\$0.00
44	F&I Cut-in Tee 6" X 4"	2	EA	\$750.00	\$1,500.00	2.00	\$1,500.00	0.00	\$0.00
45	8" X 4"	2	EA	\$750.00	\$1,500.00	2.00	\$1,500.00	0.00	\$0.00
46	8" X 6"	4	EA	\$750.00	\$3,000.00	1.00	\$750.00	0.00	\$0.00
47	8" X 8"	1	EA	\$800.00	\$800.00	0.00	\$0.00	0.00	\$0.00
48	10" X 10"	1	EA	\$800.00	\$800.00	0.00	\$0.00	0.00	\$0.00
49	Furnish & Install 4" Valve	4	EA	\$1,200.00	\$4,800.00	5.00	\$6,000.00	0.00	\$0.00
50	Furnish & Install 6" Valve	3	EA	\$1,500.00	\$4,500.00	3.00	\$4,500.00	0.00	\$0.00
51	Furnish & Install 8" Valve	12	EA	\$1,500.00	\$18,000.00	7.00	\$10,500.00	0.00	\$0.00
52	Furnish & Install 10" Valve	2	EA	\$2,000.00	\$4,000.00	1.00	\$2,000.00	0.00	\$0.00
53	Remove and Salvage Existing Hydrant Assembly to City	3	EA	\$1,500.00	\$4,500.00	3.00	\$4,500.00	0.00	\$0.00
54	F&I New Hydrant Assembly	2	EA	\$7,000.00	\$14,000.00	0.00	\$0.00	0.00	\$0.00
55a	Remove & Replace Existing Asphalt Associated with Water Work, F&I GABC	40	CY	\$95.00	\$3,800.00	162.86	\$15,471.70	0.00	\$0.00
55b	Remove & Replace Existing Asphalt Associated with Water Work, F&I Super Pave Type B	50	Tons	\$95.00	\$4,750.00	269.14	\$25,568.30	0.00	\$0.00
56	Pavement Removal & Concrete Trench Restoration	12,000	SF-IN	\$3.00	\$36,000.00	0.00	\$0.00	0.00	\$0.00
Sub-Total Water Rehabilitation:					\$192,900.00		\$240,905.60		\$0.00

SUBTOTALS \$1,031,990.00 \$379,208.00 \$680,392.55

MISCELLANEOUS ITEMS				Sam's Construction LLC		City of Milford Unit Amount	City of Milford Portion	DelDOT Unit Amount	DelDOT Portion
ITEM #	DESCRIPTION	QUAN	U/M	UNIT	TOTAL		TOTAL		TOTAL
57	Maint. of Traffic & Pedestrian Access	1	LS	\$10,000.00	\$10,000.00	0.38	\$3,800.00	0.62	\$6,200.00
58	Pavement Striping	1	LS	\$12,000.00	\$12,000.00	0.00	\$0.00	1.00	\$12,000.00
59	Sediment and Erosion Control	1	LS	\$10,000.00	\$10,000.00	0.38	\$3,800.00	0.62	\$6,200.00
Sub-Total Miscellaneous Items:					\$32,000.00		\$7,600.00		\$24,400.00

CONTINGENCY ITEMS				Sam's Construction LLC		City of Milford Unit Amount	City of Milford Portion	DelDOT Unit Amount	DelDOT Portion
ITEM #	DESCRIPTION	QUAN	U/M	UNIT	TOTAL		TOTAL		TOTAL
60	F&I # 57 Stone	200	CY	\$10.00	\$2,000.00	90.63	\$906.30	147.87	\$1,478.70
61	F&I Select Fill	1,000	CY	\$20.00	\$20,000.00	6.08	\$121.60	9.92	\$198.40
62	Test Pitting	300	CY	\$20.00	\$6,000.00	46.05	\$921.00	75.08	\$1,501.60
63	Modified Proctor	5	EA	\$250.00	\$1,250.00	0.76	\$190.00	1.24	\$310.00
64	Density Testing	50	EA	\$250.00	\$12,500.00	27.74	\$6,935.00	45.26	\$11,315.00
Sub-Total Contingency Items:					\$41,750.00		\$9,073.90		\$14,803.70

TOTAL BASE BID AMOUNT FOR S.E. FRONT STREET \$1,105,740.00 \$395,881.90 \$719,596.25

S.E. FRONT ADD ALTERNATE BID ITEMS				Sam's Construction LLC		City of Milford Unit Amount	City of Milford Portion	DelDOT Unit Amount	DelDOT Portion
ITEM #	DESCRIPTION	QUAN	U/M	UNIT	TOTAL		TOTAL		TOTAL
A-1	Remove and Dispose of Existing Sidewalk	17,500	SF	\$2.00	\$35,000.00	14,852.50	\$29,705.00	0.00	\$0.00
A-2	F&I Standard Sidewalk	14,500	SF	\$6.00	\$87,000.00	16,134.90	\$96,809.40	0.00	\$0.00
A-3	F&I Driveway Sidewalk	2,800	SF	\$7.00	\$19,600.00	1,668.00	\$11,676.00	0.00	\$0.00
A-4	Remove & Dispose of Existing Curb	300	LF	\$2.00	\$600.00	265.00	\$530.00	0.00	\$0.00
A-5	F&I New Curb	300	LF	\$32.00	\$9,600.00	427.00	\$13,664.00	0.00	\$0.00

A-6a	Remove & Replace Existing Asphalt Associated with New Curb, F&I GABC	25	CY	\$65.00	\$1,625.00	0.00	\$0.00	0.00	\$0.00
A-6b	Remove & Replace Existing Asphalt Associated with New Curb, F&I Super Pave Type B	30	Tons	\$85.00	\$2,550.00	0.00	\$0.00	0.00	\$0.00
A-7	Remove and Dispose of Existing Trees as noted incl stump/roots	1	LS	\$5,500.00	\$5,500.00	0.10	\$550.00	0.00	\$0.00
A-8	Furnish & Install Truncated Domes	20	SF	\$34.00	\$680.00	0.00	\$0.00	0.00	\$0.00
Sub-Total S.E. Front Add Alternate Items:				\$162,155.00			\$152,934.40		\$0.00

COLUMBIA STREET IMPROVEMENTS				Sam's Construction LLC		City of Milford Unit Amount	City of Milford Portion	DelDOT Unit Amount	DelDOT Portion
ITEM #	DESCRIPTION	QUAN	U/M	UNIT	TOTAL		TOTAL		TOTAL
C-1	Mobilization	1	LS	\$5,000.00	\$5,000.00	1.00	\$5,000.00	0.00	\$0.00
C-2	Remove and Dispose of Existing Sidewalk	2,800	SF	\$2.00	\$5,600.00	2,270.00	\$4,540.00	0.00	\$0.00
C-3	F&I Standard Sidewalk	1,450	SF	\$6.00	\$8,700.00	1,151.75	\$6,910.50	0.00	\$0.00
C-4	F&I Driveway Sidewalk	750	SF	\$7.00	\$5,250.00	894.60	\$6,262.20	0.00	\$0.00
C-5	Remove & Dispose of Existing Curb	400	LF	\$2.00	\$800.00	310.00	\$620.00	0.00	\$0.00
C-6	F&I New Curb or Curb & Gutter	400	LF	\$22.00	\$8,800.00	357.00	\$7,854.00	0.00	\$0.00
C-7	F&I New Handicap Curb Ramps Types 1-4	160	SF	\$22.00	\$3,520.00	97.50	\$2,145.00	0.00	\$0.00
C-8	Furnish and Install Truncated Domes	40	SF	\$34.00	\$1,360.00	10.00	\$340.00	0.00	\$0.00
C-9a	Remove & Replace Existing Asphalt Associated with New Curb, F&I GABC	30	CY	\$95.00	\$2,850.00	0.00	\$0.00	0.00	\$0.00
C-9b	Remove & Replace Existing Asphalt Associated with New Curb, F&I Super Pave Type B	40	Tons	\$95.00	\$3,800.00	7.20	\$684.00	0.00	\$0.00
C-10	1.5 Inch Surface Milling	1,000	SY	\$5.00	\$5,000.00	0.00	\$0.00	0.00	\$0.00
C-11	1.5 inch Bituminous Overlay	100	Tons	\$95.00	\$9,500.00	132.16	\$12,555.20	0.00	\$0.00
C-12	Adjust Inlet Frame and Cover	2	EA	\$600.00	\$1,200.00	0.00	\$0.00	0.00	\$0.00
C-13	Adjust Manhole Frame and Cover	23	EA	\$600.00	\$13,800.00	0.00	\$0.00	0.00	\$0.00
C-14	Adjust Valve Box	5	EA	\$250.00	\$1,250.00	0.00	\$0.00	0.00	\$0.00
C-15	Remove and Dispose of Parking Lot Asphalt	1	LS	\$10,000.00	\$10,000.00	1.00	\$10,000.00	0.00	\$0.00
C-16	F&I New Corp. Stop Including Saddle	6	EA	\$1,000.00	\$6,000.00	5.00	\$5,000.00	0.00	\$0.00
C-17	F&I New 1 Inch Service Pipe by Mole Method	100	LF	\$20.00	\$2,000.00	59.00	\$1,180.00	0.00	\$0.00
C-18	F&I New Meter Pit	6	EA	\$800.00	\$4,800.00	5.00	\$4,000.00	0.00	\$0.00
C-19	Close Valve & Remove Valve Box	1	EA	\$1,000.00	\$1,000.00	2.00	\$2,000.00	0.00	\$0.00
C-20	F&I Cut-in 8" X 6" Tee	1	EA	\$1,200.00	\$1,200.00	1.00	\$1,200.00	0.00	\$0.00
C-21	F&I Cut-in 8" X 8" Tee	1	EA	\$1,500.00	\$1,500.00	1.00	\$1,500.00	0.00	\$0.00
C-22	Furnish & Install 6" Valve	1	EA	\$1,500.00	\$1,500.00	0.00	\$0.00	0.00	\$0.00
C-23	Furnish & Install 8" Valve	4	EA	\$1,500.00	\$6,000.00	2.00	\$3,000.00	0.00	\$0.00
C-24	Furnish & Install New Water Main (8")	420	LF	\$45.00	\$18,900.00	391.00	\$17,595.00	0.00	\$0.00
C-25	Connect Existing Hydrant to New Main	1	EA	\$6,500.00	\$6,500.00	0.00	\$0.00	0.00	\$0.00
C-26a	Remove & Replace Existing Asphalt Associated with Water Work, F&I GABC	100	CY	\$95.00	\$9,500.00	42.88	\$4,073.60	0.00	\$0.00
C-26b	Remove & Replace Existing Asphalt Associated with Water Work, F&I Super Pave Type B	100	Tons	\$95.00	\$9,500.00	0.00	\$0.00	0.00	\$0.00
Sub-Total Columbia Street Improvements:				\$154,830.00			\$96,459.50		\$0.00

COLUMBIA STREET MISCELLANEOUS ITEMS				Sam's Construction LLC		City of Milford Unit Amount	City of Milford Portion	DelDOT Unit Amount	DelDOT Portion
ITEM #	DESCRIPTION	QUAN	U/M	UNIT	TOTAL		TOTAL		TOTAL
C-27	Maint. Of Traffic	1	LS	\$10,000.00	\$10,000.00	1.00	\$10,000.00	0.00	\$0.00
C-28	Pavement Striping	1	LS	\$7,000.00	\$7,000.00	0.00	\$0.00	0.00	\$0.00
C-29	Sediment and Erosion Control	1	LS	\$800.00	\$800.00	1.00	\$800.00	0.00	\$0.00
Sub-Total Columbia Street Miscellaneous Items:				\$17,800.00			\$10,800.00		\$0.00

COLUMBIA STREET CONTINGENCY ITEMS				Sam's Construction LLC		City of Milford Unit Amount	City of Milford Portion	DelDOT Unit Amount	DelDOT Portion
ITEM #	DESCRIPTION	QUAN	U/M	UNIT	TOTAL		TOTAL		TOTAL
C-30	F&I # 57 Stone	25	CY	\$29.00	\$725.00	17.24	\$500.00	0.00	\$0.00
C-31	F&I Select Fill	100	CY	\$30.00	\$3,000.00	0.00	\$0.00	0.00	\$0.00
C-32	Test Pitting	15	CY	\$35.00	\$525.00	8.20	\$287.00	0.00	\$0.00
C-33	Modified Proctor	2	EA	\$250.00	\$500.00	2.00	\$500.00	0.00	\$0.00
C-34	Density Testing	20	EA	\$250.00	\$5,000.00	0.00	\$0.00	0.00	\$0.00
Sub-Total Columbia Street Contingency Items:				\$9,750.00			\$1,287.00		\$0.00

TOTAL BASE BID AMOUNT FOR COLUMBIA STREET : **\$182,380.00** **\$108,546.50** **\$0.00**

COLUMBIA STREET ADD ALTERNATE BID ITEMS				Sam's Construction LLC		City of Milford Unit Amount	City of Milford Portion	DelDOT Unit Amount	DelDOT Portion
ITEM #	DESCRIPTION	QUAN	U/M	UNIT	TOTAL		TOTAL		TOTAL
AC-1	Remove and Dispose of Existing Sidewalk	2,000	SF	\$2.00	\$4,000.00	1,615.00	\$3,230.00	0.00	\$0.00
AC-2	F&I Standard Sidewalk	1,750	SF	\$8.00	\$14,000.00	1,365.00	\$10,920.00	0.00	\$0.00
AC-3	F&I Driveway Sidewalk	240	SF	\$8.00	\$1,920.00	430.00	\$3,440.00	0.00	\$0.00
Sub-Total Columbia Street Add Alternate Items:				\$19,920.00			\$17,590.00		\$0.00

Undercut Street 10 Inches and Install 8 Inches of Millings 1 LS 1.00 \$17,981.33

		Sam's Construction LLC		City of Milford Unit Amount	City of Milford Portion	DelDOT Unit Amount	DelDOT Portion
		UNIT	TOTAL		TOTAL		TOTAL
TOTAL OF ALL BASE BID AMOUNTS			\$1,288,120.00		\$504,428.40		\$719,596.25
TOTAL OF ALTERNATE BID AMOUNTS			\$182,075.00		\$188,505.73		\$0.00
TOTAL CONSTRUCTION COST ESTIMATE			\$1,470,195.00	1,412,530.38	\$692,934.13		\$719,596.25
Engineering Design, Permitting, Bidding, Contract Admin. & Inspection Total			\$263,164.12	49%	\$129,098.39	0.51	\$134,065.73
Additional Engineering Services Total			\$12,943.75		\$12,943.75		\$0.00
TOTAL PROJECT COST ESTIMATE			\$1,746,302.87		\$834,976.28		\$853,661.98

PROJECT FUNDING SOURCES

Delaware Department of Transportation Estimate	\$894,208.00
Senator Colin Bonini CTF Funds	\$115,000.00
Local Representative Funds	\$50,000.00
CTF Columbia Street	\$87,530.00
Misc. Legislator Funds	\$4,350.00
City of Milford Funds From FY 2013-2014 Budget	
Water Funds	\$320,000.00
Municipal Street Aid	\$230,000.00
Sewer Funds	\$120,000.00
Total Funds Available	\$1,821,088.00

March 15, 2015

City of Milford
Attn: City Council
201 S. Walnut Street
Milford, DE 19963

Re: Adjustment on Electric Rates

Dear Council Members:

My name is George J. Hufnagel Jr, and I am the current treasurer for Milford Pop Warner. I am writing this letter to the Council hoping to receive relief in our Organization's current electric rates. Our Organization, besides instructing the girls and boys of Milford the fundamentals of cheerleading and football, we also provide building blocks for teamwork, sportsmanship and a proud representation of our Town of Milford.

We are seeking a reassessment of our current rates with the hope to ease our operating expenses. We will be able to focus on much needed improvements to our Pop Warner building.

Thank you so much in advance for your time and consideration on this matter. If you have any further questions or need to contact me, I can be reached at redjr58@gmail.com or 302-542-3015.

Sincerely,

A handwritten signature in black ink, appearing to read 'G. Hufnagel Jr.', with a long horizontal flourish extending to the right.

George J. Hufnagel Jr., CPA



OFFICE OF THE CITY MANAGER
HANS MEDLARZ
TELEPHONE 302-424-3712

201 SOUTH WALNUT STREET
MILFORD, DE 19963
FAX 302-424-3558

April 2015 City Manager's Supplemental Report

- Approval of 10th Street Water Tower AT&T Lease Agreement Modification

The City Administration was approached by AT&T representatives regarding the lease agreement for the water tower on N.W. 10th Street. They are proposing no changes to the monthly lease payment or the escalation which is already zero. They are proposing a 5-year extension to the term to bring it in line with their other regional leases. The same holds true for the proposed change in notice to 30-days. The items most important to AT&T are the possible expansion of facilities with an appropriate increase in lease payment as well the removal requirements. Both appear to mutually beneficial to the lessee as well as the City. The original agreement is silent on sublease rights which again appear in the City's best interest to keep the equipment viable and the lease paid rather than canceled.

A new issue in the amendment is the "Rental Stream Offer". The City has recently been approached by two tower consolidators. The more prominent one being Unison. This company buys wireless antennae leases and cell tower ground leases from cell site owners providing capital to the owner and financial protection from cell site risks such as carrier consolidation, technology and site decommissioning. AT&T recognizing this move towards consolidation offers to match any offer. Currently they made an offer themselves which is just below the one Unison verbally communicated. If City Council were so inclined we believe the Rental Stream equals +/- \$165,000 in present worth.



AT&T Lease Purchase Program
c/o Black Dot Wireless (as agent for AT&T and its subsidiaries)
27271 Las Ramblas, Suite 200
Mission Viejo, California 92691



04/02/2015

City Of Milford
201 S. Walnut Street,
Milford, DE 19963

Re: AT&T Cell Site Lease

Dear Landlord,

You may have been recently contacted by firms interested in buying your lease. AT&T understands your desire to entertain such offers but cautions you to make sure you're selecting a firm that will not only provide you the capital you seek, but will have AT&T's best interests in mind as well. In the past, many of the firms who have purchased our leases have made economic and operational demands that do not provide AT&T the necessary long term flexibility needed to meet our needs.

Because of this, AT&T has launched a sponsored **Lease Purchase Program** designed to provide you the same cash options the other firms are proposing while maintaining the integrity of our relationship. We have authorized Black Dot Wireless, LLC ("Black Dot") to contact you for the purpose of extending a lease purchase proposal for your consideration. By working with Black Dot, you can receive a competitive cash offer for your lease and help AT&T accomplish its long term economic and operational goals at the same time.

Black Dot will be contacting you within the next several days and AT&T urges you to consider Black Dot first should you choose to sell your lease. Should you have any questions about the program, you can contact us at the number below. AT&T values its association with you and looks forward to continuing this partnership for the long term.

Sincerely,

Greg Ohmer
Area Manager Real Estate Transactions
AT&T Mobility

Black Dot Wireless Contact Information:

AT&T Lease Optimization Program
c/o Black Dot Wireless
27271 Las Ramblas, Suite 200
Mission Viejo, California 92691
Toll Free: 866-712-8135
FAX: 866-712-8136
www.attlandlords.com
Info@attlandlords.com

FOCUS ID: WS-WS-36067.1 FA #:10039065
PLEASE REFERENCE YOUR FOCUS ID AND FA NUMBER WHEN CALLING

**AT&T's Lease Purchase Program is optional and participation is not required. AT&T will continue to abide by the terms of your original Lease Agreement.



AT&T LEASE OPTIMIZATION TERM SHEET

To: Hans Medlarz
From: Veren Rai, Lease Consultant Landlord Initial: _____
Subject: WS-36067.1 Tenant Initial: _____
Date: 4/2/2015
Version: AT&T Traditional Program (V.1.0.10)

I would like to thank you for the many years that you have been a landlord with AT&T or its predecessors. We have shared a mutually beneficial relationship which AT&T has truly appreciated.

AT&T is actively reviewing its portfolio of sites to determine ways to make its network more efficient and economical. Specifically, AT&T is requesting a rent reduction for the site located at:
10th Street and Rehoboth Blvd, Milford, Delaware, 19963

Date of New Amendment: 11/1/2015

New Rent

- A. New Base Rent \$1,400.00
- B. New Rent Frequency Monthly
- C. New Escalation 0.00%
- D. New Escalation Frequency Term

New Term

- A. New Initial Term (mo) 60
- B. Number of Renewal Terms 5
- C. Additional Term Length (mo) 60
- D. Total Term (mo): 360

New Termination Notice

- A. New Termination Notice (days) 30

Other

- A. Verify or write in the correct legal ownership for this Site. **Is this correct? Yes / No**
City of Milford
- B. Verify or write in the correct physical address for this Site. **Is this correct? Yes / No**
10th Street and Rehoboth Blvd, Milford, Delaware, 19963
- C. Verify or write in the correct address for notice and correspondence. **Is this correct? Yes / No**
201 S. Walnut St., Milford, Delaware, 19963

**This proposal is not a binding commitment and is subject to review and approval of documentation by all parties. Participating in this program is not required and AT&T will continue to abide by the terms of your original Lease Agreement, including exercising termination rights where they exist.



LEASE PURCHASE TERM SHEET

To: Hans Medlarz
From: Veren Rai, Lease Consultant Landlord Initial: _____
Subject: WS-36067.1
Date: 4/2/2015

At the terms and conditions set-forth herewith, please find the following offer to purchase a wireless communications easement and the interest in your wireless facility lease (s) on land owned by you located at 10th Street and Rehoboth Blvd Milford, Delaware, 19963:

	WS-36067.1	Lease 2	Lease 3	Lease 4	Lease 5
Current Lease Terms					
Location	10th Street and				
Tenant	AT&T Wireless				
Current Base Rent	\$1,400.00				
Current Escalation	0%				
Current Escalation Frequency	Term				
Current Term Start	11/1/2008				
Purchase Proposal					
Purchase Amount	\$156,800.00				
Purchase Term (mo.)	600				
Easement Type					
Landlord Pays Closing Costs	Yes				

	Lease 6	Lease 7	Lease 8	Lease 9	Lease 10
Current Lease Terms					
Location					
Tenant					
Current Base Rent					
Current Escalation					
Current Escalation Frequency					
Next Escalation Date					
Purchase Proposal					
Purchase Amount					
Purchase Term (mo.)					
Easement Type					
Landlord Pays Closing Costs					

Total Gross Purchase Price: \$156,800.00

Other

- A. Funding will occur no more than 90 days following the signing of a binding Letter of Intent and said Total Gross Purchase Price will be subject to Pro-rated rent and closing costs if applicable.
- B. Total Gross Purchase Price is subject to the accuracy of rent amount and escalation timing, any difference in either of said figures, will have a material impact on the Total Gross Purchase Price.
- C. This term sheet is not a binding commitment and is subject to review and approval of documentation by all parties and will expire at the close of business 14 days from the date of this letter.



OFFICE OF THE CITY MANAGER
HANS MEDLARZ
TELEPHONE 302-424-3712

201 SOUTH WALNUT STREET
MILFORD, DE 19963
FAX 302-424-3558

April 2015 City Manager's Supplemental Report

- Cascades PURD; Five Year Tax Abatement Request

The City Administration has met on several occasions with representatives of the Ingerman Group, developers of the Cascades Planned Unit Residential Development (PURD). They had purchased Phase I from M&T Bank in 2011 and constructed 76 apartments for moderate income families with the help of competitively awarded tax credits through the Delaware State Housing Authority. It is a fully rented, well managed development and not negatively noticed for above average law enforcement activity.

On March 14, 2011 the City Council approved the initial 5-year tax abatement for Phase I to aid in the competitiveness of the DSHA. Now the Ingerman Group has expressed interest in completing Phase II using the same funding mechanism. If approved a by Council a support letter for the Phase II application for the Low Income Housing Tax Credit (LIHTC) program could be issued. This is a very competitive program statewide. Milford's support of phase II via the 'Local Government Contribution' category would make the application more competitive. DSHA awards points to the application for developments receiving support from the respective local government. Evidence must be submitted to DSHA from the local government entity detailing the dollar amount of the tax abatement. Said abatement must reduce the operating costs of the project over a five-year period. For each reduction percentage a rewards point is added up to a total of 5%. Given the track record and service provided by Cascades the Manager recommends granting a 5-year property tax abatement to Cascades Phase II.



5 Powell Lane
Collingswood, NJ 08108
T 856.662.1730
F 856.665.7178

www.ingerman.com

March 31, 2015

Hans M. Medlarz
City Manager
City of Milford
201 S. Walnut Street
Milford, DE 19963

RE: Cascades Apartment Phase 2

Mr. Medlarz:

I am writing to request a letter of support and a 5-year abatement of the increased property taxes from the City of Milford to assist with our application to the Delaware State Housing Authority (DSHA) for funding to develop Phase 2 of Cascades Apartments on Airport Road.

The Cascades property was originally planned and improved as a For-Sale Residential community but as a result of the downturn in the economy the actual housing development never proceeded and the property was acquired by M&T Bank through foreclosure several years ago.

Ingerman purchased Phase 1 of Cascades in 2012 and built 76 apartments and a Community Center. The apartments are affordable to families with incomes at 60% or less of the Kent County median income which is around \$40,000 for a family of four. These apartments were leased much faster than expected and we continue to see demand for additional units.

The Community Center includes a 4H After School program operated by the University of Delaware Cooperative Extension, a laundry facility, an Activity Room for Adults, a Tot Lot and offices for Management, Resident Services and Maintenance. There are currently 15 children enrolled in the After School Program. I have enclosed some site and interior photos for your reference.

The key component of the development financing for Phase 2 is Low Income Housing Tax Credits which generate equity capital and allow us to provide affordable rents. The Tax Credits are awarded by DSHA through a statewide competitive process and receiving a 5-year abatement of the increased property taxes from the City of Milford will make our application for Phase 2 much more competitive.

As far as economics to the City of Milford, the vacant land currently generates minimal property taxes. In exchange for providing a 5-year abatement of the increased property taxes, the City will receive an equal amount of tax for the first 5 years and then realize the full increase which will be close to \$24,000.

The buildings for Phase 2 were included in the approvals for Phase 1 and will include 66 apartments that are identical to Phase 1 and will be operated by our same full time staff that currently works on site. The Phase 2 residents would also be able to participate in the Afterschool Program at our Community Center.

We would like to modify the approved plan for Phase 2 and provide some additional indoor community space that can be incorporated by reducing the number of proposed parking spaces. We are comfortable with this adjustment since Phase 1 has 150 parking spaces for the 76 units and the residents have a total of 86 cars which means we are using less than 60% of the parking provided. If we could reduce 25% to 30% of the spaces in Phase 2 we would still have ample parking and would free up space for additional community space and a second outdoor play area for young children. We would propose to develop the details of these changes in consultation with City staff and the Planning Commission once we receive funding from DSHA.

The development of Phase 2 would also include installation of the improvements required on Airport Road as part of the initial overall site approval or an equal monetary contribution to the City's road project. Furthermore included are a bus shelter at the bus stop and removal of the sewer and water services installed for the original development layout. To further enhance the site we would propose extending the sidewalk to the west on Airport Road to the next entrance, providing some additional landscaping along Airport Road and converting the City's access road to a landscape buffer. An alternate access route could easily be provided along the existing streets and allow us to improve the curb appeal along Airport Road and with our shared property boundary.

We believe that completing Phase 2 of Cascades will be a continuation of the benefits providing by Phase 1 and will represent an asset to the City of Milford.

Thank you for considering our request.

Sincerely,

A handwritten signature in blue ink, appearing to read "D. Holden", is written over a printed name.

David Holden
Development Principal

Enclosure











LASSEN ST
CASCADES LN
BACHELOR CT

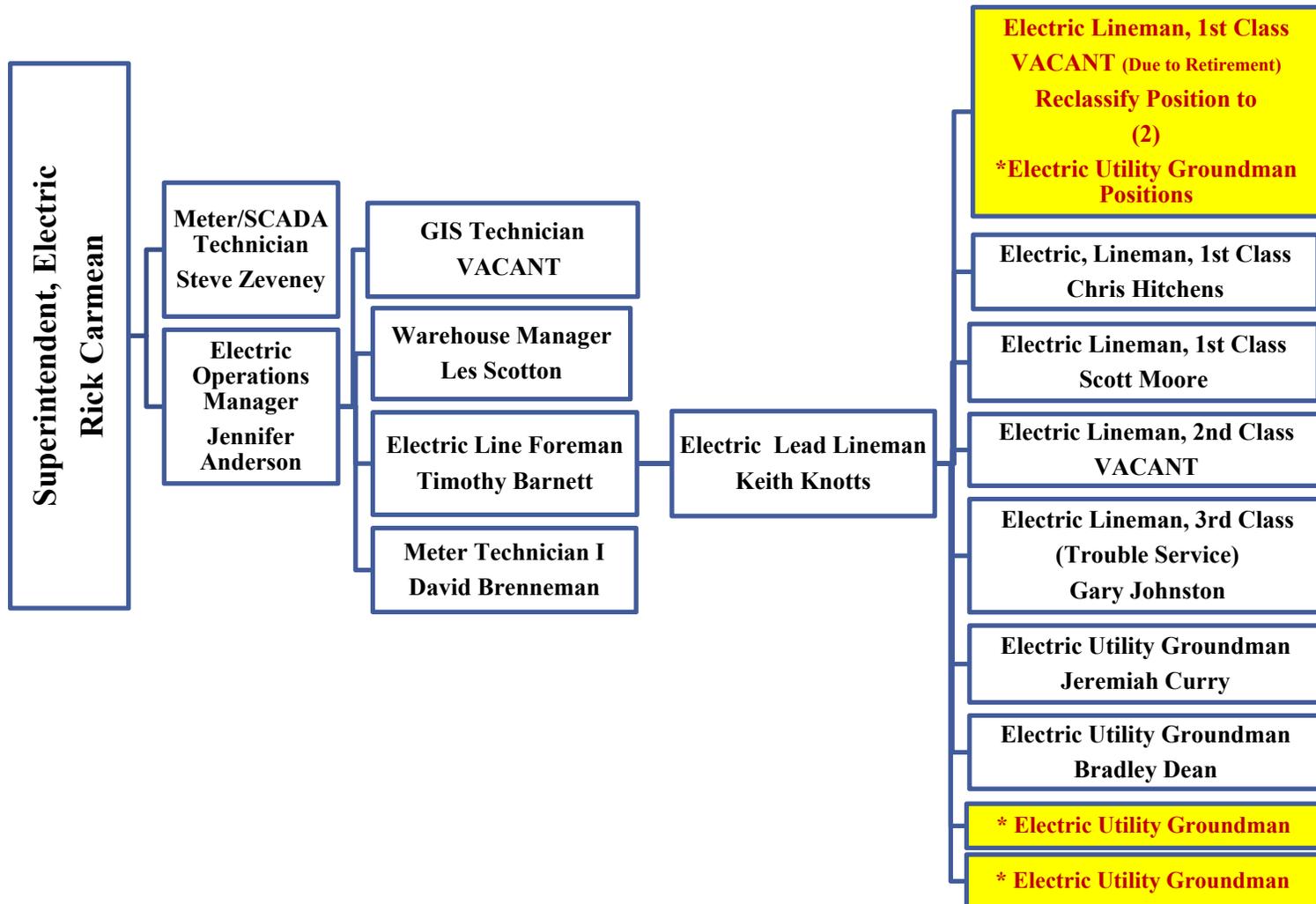
NO PARKING





The Department, with my support, is requesting to reclassify the vacant position of Electric Lineman, 1st Class into two (2) Entry Level Electric Utility Groundman Positions. This change will not result in a budget increase.

April 2015 Proposed Electric Department Organizational Chart Modifications





OFFICE OF THE CITY MANAGER
HANS MEDLARZ
TELEPHONE 302-424-3712

201 SOUTH WALNUT STREET
MILFORD, DE 19963
FAX 302-424-3558

April 2015 City Manager's Supplemental Report

- Approval of Tyler Technologies, Inc. Annual Contract Amendment

The City of Milford selected Tyler Technologies, Inc. in 2009 and executed an original agreement for the provision of Universal Appraisal and Support services on July 21, 2009. Said agreement has a clause for additional for additional services under Article 23 which has been used in the past.

Under this arrangement Tyler Technologies, Inc. provides commercial use field work, building permit assistance, along with the fiscal year 2016 interim year valuation updates associated with new construction or existing building improvements. In addition perform other related tasks such as requested appeal hearings. It does NOT include the continuation of a 10% reassessment of the City's overall property base. By keeping up with the changes, as they occur, the City should be able to perform the 10-year reassessment in 2022 at a reasonable cost. Since we are dealing with a reduced scope I requested the amendment to be capped with a not to exceed clause. The Manager hence requests approval of the amendment's per diem rate of \$685 per day, for all Services provided by Tyler's staff not to exceed \$20,000.00 without further Council approval. Unless construction and permit issuance picks up considerably we do not expect to come close to the limit.



55 Main Street
Suite 340
Norwich, Connecticut 06360

P: 800.273.8605
F: 888.329.2587

www.tylertech.com

April 2, 2015

Mr. Hans Medlarz, City Manager
City of Milford
201 S. Walnut Street
Milford, DE 19963

Dear Mr. Medlarz:

Tyler | CLT would be pleased provide you an amended contract for the following field related services. Removed from the original agreement is any activity associated with updating assessments. After our meeting, I believe this amended agreement describes the scope of work the City desires.

- Perform inspections, measure improvements, photograph improvements, and change data as required
- Value all new improvements
- Field visits to verify sales as needed
- Perform other related tasks as requested
- Appeal Hearings

These activities would be performed at the per diem rate of \$685.00 under the terms and conditions of your Univers Support Agreement. We would not exceed \$20,000.00 in 2015 without further written authorization from the City.

Should this arrangement meet with the City's approval, please indicate so by having an authorized official sign below and return one original copy of this letter to me.

Yours truly,

A handwritten signature in black ink, appearing to read "Paul C. Miller", written over a horizontal line.

Paul C. Miller, CPE, CTA
Project Manager/Senior Account Executive

Approved for the City of Milford, Delaware:

By: _____ Title: _____

Date: _____

Additional Services Addendum

This Additional Services Addendum ("Addendum") is made by and between Tyler Technologies, Inc. with offices at 4100 Miller Valentine Ct., Moraine, OH 45439 ("Tyler") and the City of Milford, Delaware ("Client").

WHEREAS, Tyler and Client are parties to an original agreement for the provision of Unifers and Support services dated on or about July 21, 2009 ("Support Agreement"); and

WHEREAS, Tyler and Client desire to exercise the Additional Services clause under Article 23 of the Agreement;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

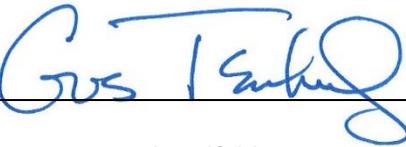
1. Tyler shall provide commercial use field work, building permit assistance, along with the fiscal 2016 interim year valuation update to Client (the "Services") as may be requested by Client.
2. Client shall remit to Tyler a per diem rate of \$685 per day, with a half day (4 hour) minimum, for all Services provided by Tyler staff. Tyler staff will be available to perform work related to the following:
 - Perform inspections, measure improvements, photograph improvements, and change data as required
 - Value all new improvements
 - Field visits to verify sales as needed
 - Perform other related tasks as requested
 - Appeal Hearings
3. The per diem rate includes any necessary expenses.
4. Tyler will perform the Services in a professional, workmanlike manner, consistent with industry standards.
5. If Client believes any delivered Services do not conform to the warranties in this Addendum, Client will provide Tyler with written notice within fifteen (15) days of Client's receipt of the applicable invoice. The written notice must contain sufficient detail of the issues Client contends are in dispute. Tyler will provide a written response to Client that will include either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in Client's notice. Tyler and Client will work together as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of Tyler and Client to resolve any issues presented in Client's notice. Client may only withhold payment of the amount(s) actually in dispute until Tyler completes the action items outlined in the plan. If Tyler is unable to complete the action items outlined in the action plan because of Client's failure to complete the items agreed to be done by Client, then Client will remit full payment of the invoice.
6. Client agrees to provide Tyler with written notice within thirty (30) days of becoming aware of a dispute. Client agrees to cooperate with Tyler in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with Tyler's appointed senior representative. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If Client and Tyler fail to resolve the dispute, either party may assert its respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent Tyler or Client from seeking necessary injunctive relief during the dispute resolution procedures.

- 7. This Addendum shall be governed by and construed in accordance with the terms and conditions of the Support Agreement.
 - 8. All other terms and conditions of the Support Agreement shall remain in full force and effect.
-

IN WITNESS WHEREOF, the parties hereto have executed this Additional Services Addendum to Support Agreement as of the dates set forth below.

Tyler Technologies, Inc.
Appraisal & Tax Division

Client: City of Milford, Delaware

By:  _____

By: _____

Name: Gus Tenhundfeld

Name: _____

Title: Inside Sales Manager

Title: _____

Date: _____



Milford, Delaware Charrette
CONCEPTIONAL VISION PLAN PROPOSAL



“Branding is the identification, definition & creation of a system to preserve your community’s personality while catalyzing economic growth.”

ben muldrow, national branding expert





Having developed branding systems for 400 communities in 35 states, Arnett Muldrow has helped create and implement more Community Identity Systems than any other firm in the country. We firmly believe that our value in integrated public input, background in Urban Planning, and our custom tailored process of intense on-the-ground design creates a unique and dynamic energy for the implementation of a community brand system.

FIRM EXPERTISE

Arnett Muldrow & Associates is a city planning and marketing firm based in Greenville, South Carolina. We specialize in community branding, downtown revitalization, economic development, and historic preservation. As city planners as well as marketing professionals, we understand the challenges an organization faces when projecting a brand identity, and we base our recommendations on a foundation of sound planning principles and market opportunities.

With our focus on small town planning and downtown development, community identity has always been a part of our planning processes. We have developed community, county, & regional branding and marketing initiatives all over the country.



STOWE'S CORNER

LEASE AVAILABLE
FOR \$1,200

1000

1000



ARNETT MULDROW TEAM

Our team members have worked on over one hundred projects with one another. For the past decade, Tripp and Ben Muldrow have collaborated on countless community branding and marketing projects. For the past five years, Tee Coker has worked on dozens of similar projects. Shawn Terpack is the newest member of our team, yet he brings with him nearly twenty years of experience in the graphic design and advertising fields.

Ben Muldrow is our community-branding specialist and a partner in the firm. Ben has a background in advertising and marketing, and provides all of our creative branding services. Over the course of his thirteen-year career, Ben has become nationally known as a pioneer in community branding.

Email: ben@arnettmuldrow.com Phone: 864.275.5892

Tripp Muldrow, AICP will be serving as project manager. As a partner in the firm with a background in economic and downtown development, Tripp has managed projects from Albemarle to Weldon. Our ongoing relationships with these communities are a testament to Tripp's creative efforts.

Email: tripp@arnettmuldrow.com Phone: 864.915.7102

Tee Coker, AICP is an associate planner in the firm with expertise in community engagement, plan development, and wayfinding. Like the rest of the firm, Tee has extensive experience in North Carolina.

Email: tee@arnettmuldrow.com Phone: 864.608.6678

Shawn Terpack, our Art Director, has nearly 20 years in the graphic design industry. Shawn has in-depth understanding of marketing and design needs for businesses and communities of nearly every size.

Email: shawn@arnettmuldrow.com Phone: 864.593.4996





QUALIFICATIONS

Arnett Muldrow has emerged as the Nation's leader specializing in marketing and branding for communities in the context of creating economic vitality. Unlike a typical advertising or marketing agency, we are a planning firm that understands the complexities of community issues. Our branding and marketing efforts combine the sensitivity of planning with the expertise of a professional graphic artist and marketing specialist.

Our experience speaks for itself:

- *To date we have completed branding and marketing plans for over 400 communities in 35 states.*
- *We have created more brand identities in America than any other firm.*
- *Speakers at the National Main Street Conference on Community Branding in 2005 Albuquerque, 2007 Seattle, 2009 Chicago, 2010 Oklahoma City, 2011 Des Moines and 2014 Detroit. We have conducted eight national sessions on community branding at the conclusion of the 2014 conference.*
- *The Virginia Main Street Program selected Arnett Muldrow & Associates to teach the Main Street 101 course on community marketing and branding.*
- *The Downtown Promotion Reporter, a national trade publication on marketing downtowns, has named Ben Muldrow a "branding guru" in a 2004 article on community logos and conducted a follow up article featuring Arnett Muldrow's work in 2010.*
- *Speakers at the Iowa, North Carolina, South Carolina, Virginia, Vermont, Maine, Illinois, and Wisconsin Main Street Conferences and the 2008 and 2012 Destination Downtown Conferences (MS, LA, and AR) on community branding.*
- *Mississippi, Iowa, and Vermont's Main Street Programs have selected Arnett Muldrow to conduct Main Street manager training on community branding at its annual managers meeting.*
- *The National Trust for Historic Preservation has used Arnett Muldrow & Associates for branding services in Macon, Georgia and Detroit, Michigan and we have continued to work with the National Trust for Historic Preservation on branding packages for regional heritage corridors in Arkansas and Kentucky.*
- *Both our Arkansas Delta logo and recommendations and our Atchafalaya marketing video were featured on NBC news in July 2011.*



WHY ARNETT MULDROW?

Much of our work is for local governments and non-profit revitalization organizations that do not have unlimited budgets for marketing and branding. We recognize the limitations that this places on implementation and prepare creative solutions to deal with these issues. We know the “tricks of the trade” to develop affordable but highly effective products. We are committed to producing quality. In addition, we have a proven track record of follow through with a variety of implementation options. Some of our recommendations have gone on to become major marketing initiatives for communities, including a recent film for the Atchafalaya National Heritage Area and a major campaign for Staunton, Virginia launched in Washington, DC. Our clients have included Main Street Programs, Towns and Cities, Chambers of Commerce, and Economic Development Agencies.



PURPOSE

The Town of Milford desires to conduct a Downtown Master Plan Charrette in order to create a coordinated and compelling vision for its future that will guide design and planning initiatives and strategic expenditures in the public realm with a focus on economic development, supporting tourism, and strengthening its sense of community.

Arnett Muldrow & Associates is proposing to facilitate a holistic planning charrette as a way to identify Milford's unique character and provide implementation strategies for the nature and priority of public realm expenditures intended to stimulate private sector investment. Specifically, the Charrette will address the following:

MARKET ANALYSIS

- Conduct a downtown retail market analysis to understand the market opportunities and challenges to help guide marketing and promotional activities of Milford and its economic development program and economic development partners.
- Market analysis would include zip code surveys, retail leakage analysis, retail capture analysis, trade area analysis, median household income research, general demographic analysis, retail shares analysis, etc.
- Summarize market analysis data with target markets identified.
- Prepare strategic economic development recommendations based on the findings of the market analysis and tourism plan.
- Develop strategic recommendations for public incentives to stimulate private investment.
- Make a formal presentation of the market analysis findings at the conclusion of the charrette.
- Provide all market analysis data and interpretation in the final report.



PHYSICAL DESIGN & PLANNING

- Develop conceptual design recommendations for the issues and opportunities identified in the meeting with the Steering Committee. These issues and opportunities could include, but would not necessarily be limited to:
 - Gateway treatments to announce arrival into Milford, especially along 1 and 113 but not limited to those locations.
 - Highway 1 thoroughfare treatments that would enhance corridor attractiveness and foreshadow the historic downtown.
 - A comprehensive wayfinding signage system to guide the visitor through the community and to key assets/sites in a consistent and attractive manner. This is especially critical to fight against the tunnel vision dynamic of travelers trying to rush to the beach.
 - Connectedness to, and enhancement of, strategic currents assets such as downtown, nearby residential neighborhoods, parks, library, etc.
 - Strategic redevelopment sites for adaptive reuse or infill development
 - Downtown revitalization strategies (in support of existing initiatives and the proposal of new tactics to further strengthen the core of the community)
 - On-site property owner consultations from both an architectural and planning perspective along with the development of architectural renderings and site development vignettes to populate the master plan with 'real' projects
 - Strategies to address vacant, abandoned, and/or dilapidated buildings
 - Streetscape designs and enhancement techniques
 - Facade enhancements and grant strategies
 - Parking analysis and design
 - Parks and open spaces
 - Other design, planning and preservation issues as identified by the team, the Steering Committee and/or the Town of Milford.

BRANDING & MARKETING

- Our community branding expert will study Milford and its environs to understand the assets it uniquely possesses and create graphic design elements that capture the essence of its place. In addition to a comprehensive system that will meet the basic needs of the community such as logos, taglines, web sites and marketing collateral, our brand experts will also make strategic suggestions for brand extension, utilizing branding to create identities for proposed developments or redevelopments, create marketing pieces in specific response to the market analysis, and ad concepts that can promote Milford for tourism, community pride, retail retention and recruitment, etc.



- We are also pleased to work with any additional entities (e.g. Chambers of Commerce, City Hall, economic development entities, etc.) that might want us to take a fresh look at their respective brands and suggest enhancements to coordinate with the overall Milford brand system.
- We will also provide a consistent graphic design approach to the promotional events and festivals that take place in the area to ensure a professional approach is being taken to all promotional pieces.
- The graphic identity system for these entities and activities could include branding and marketing logos and taglines, marketing pieces (brochures, letterhead, etc), advertisement pieces (thematic ads, image ideas, etc.), wayfinding or directional sign systems, as well as other graphic design ideas that capture the ‘essence of Milford’ and the organizational entities that support the community.
- Develop marketing collateral and strategies that support the economic development recommendations of the market analysis.
- Provide all branding and marketing graphic design collateral in a variety of formats to the client in the form of a comprehensive resource jump drive.
- Provide all digital photographs to the community royalty-free.

IMPLEMENTATION STRATEGIES

- Develop an implementation strategy that will provide a clear, phased, and prioritized road map for accomplishing the recommendations of the charrette. The implementation strategy would also include documentation of potential funding sources related to many of the key recommendations.
- Provide written documentation of all implementation recommendations.
- Provide a prioritized “to-do” list of recommendations in the form of an Implementation Strategy Board to give the Town, the committee and other economic development agencies a tangible road map for “next steps.”
- Provide the Town of Milford with a listing and description of potential funding sources that may be applicable in the implementation phase.



PROJECT TEAM

Arnett Muldrow & Associates

Arnett Muldrow & Associates (AMA) is an Urban Planning, Economic Development, and Community Branding firm based in Greenville, SC, Seattle, WA and Milford, Delaware. The firm was created to help communities that want to rebuild their aging downtowns, reinvigorate their urban neighborhoods, and create economic development opportunities. AMA works very closely with their clients to define the planning issues for their communities. Whether their solutions focus on economic development strategies, retail market research, urban design, or branding and marketing, they craft custom processes for each community built around three strategies: a commitment to stakeholder involvement, economic-development based solutions, and plans that get implemented. Ben Muldrow will represent the firm in Milford.

Community Design Solutions

Randy Wilson established Community Design Solutions (CDS) as a community-based planning firm devoted to delivering creative, asset-based design services for community building. The firm specializes in charrette facilitation, photo re-rendering, Main Street services, and general design, planning and preservation services. Prior to forming CDS, Mr. Wilson served as the full-time architect for the South Carolina Main Street program. In 2008, Mr. Wilson became the Director of Design Services for the Mississippi Main Street Association. In this role he played an instrumental role in leading design and planning teams along the Gulf Coast in the wake of Hurricane Katrina's destruction. To date he has facilitated over 200 design and planning charrettes nationwide. Randy Wilson will be the project manager for the duration of the effort in Milford. He will be the primary point of contact between Milford and the project team and within the team.

Mahan Rykiel & Associates

Andy Kalback is a talented landscape architect with over twenty years of professional experience. His diverse abilities include urban design, land planning, landscape architecture, illustration, and graphic communications. Andy has a specific expertise in quick and collaborative conceptual design, particularly within the strategic development of downtown and waterfront master plans and revitalization projects. In this capacity, he has extensive experience in working with and assisting downtowns in the creation and communication of their future vision through master plans, design charrettes, and developmental strategies.



APPROACH

The design team prides itself on listening to the communities they serve and crafting appropriate design solutions that capitalize on the unique assets each community possesses. There are no shortcuts to listening, nor are there any “cookie-cutter” design approaches that can fit every community. Additionally, for too long designers believed that solely addressing physical design issues would transform a community. Our team believes a holistic approach to the planning of a community is imperative and at a minimum one must consider the economy, the marketing, and the physical conditions of a place as well as clear, practical implementation strategies to move planning from the realm of idea to reality. This holistic approach is described below:

We believe the best plans occur by creating them in concert with those citizens who will be directly affected by them. Our techniques for participatory planning have involved hundreds of thousands of individuals throughout the United States. In concert with your direction, we will craft an approach that will garner the best information from the most people possible. This will ensure the vision for Milford’s future is shared by its participating citizens and not applied externally, or solely, from its leadership.

The best plans in the world are of no practical value if they do not tangibly affect the lives of the residents of Milford. Moreover, we want to help you effectively recruit additional business, tourists, shoppers and residents. Our team will inform you of your ideal target markets and develop marketing approaches that will enable Milford to communicate its unique messages in compelling ways.

For too long design professionals have relied on the same techniques to present their ideas. While we rely on many of these time-tested techniques such as hand-drawn diagrams, plans, and sections as well, we also realize that a large portion of the general public simply cannot understand them. Our team has one of the nation’s premier experts in the field of photo-rendering. Using image editing software, coupled with knowledge of downtown revitalization principles, our team utilizes this state-of-the-art technology to present proposed design changes and future visions of a community in an easy-to-understand “before & after” photographic medium.

What good is a plan if you don’t know how to implement it? Our team will strive to make the process from design to implementation as complete and understandable as possible. We will guide you in creating a critical path matrix that will outline specific “next steps” and measurable outcomes. The “Implementation Strategy Board” becomes the de facto road map and report card to direct and monitor progress so that the job gets done.



PROCESS

Arnett Muldrow and its team members will facilitate public input sessions to gather information to guide the team in making its recommendations. Most input sessions will be open to the general public while some will also target specific interest or stakeholder groups. Specific groups from the study areas to be targeted could include merchants, property owners, students, local government, the general public, recreational, cultural and tourism groups, the faith-based community, etc.

We try to talk with key property owners, business and building owners, and leaders of community groups, and others as desired by the Steering Committee and/or the Town of Milford. We have found that one-on-one meetings allow for candid and frank discussions of issues (*while also potentially engaging naysayers in a positive way*).

We like to mix and match individual interviews with focus group meetings that may include existing boards and commissions as well as more informally assembled thematic meetings. Typically the round-tables meetings include real estate, civic groups, neighborhood advocates, and merchant groups. We also like to meet with the youth of a community to garner their input on downtown. Frequently, we have found that students and young people have keen insight on a districts strengths and weaknesses. We may also want to assemble a focus group of “non-users” of downtown Milford to assess their perceptions of the district.

We will work closely with the Steering Committee to identify the people to be interviewed but will rely on the client team to set the appointment times with the interviewees.

After the public input and property owner consultations are conducted, the team deliberates to discuss the emerging issues, market analysis observations and key design opportunities to be addressed by the team. During the remaining portion of the charrette, the designers will develop the plan graphics. The graphics will include an overall master plan map, detailed plans of selected target areas in downtown, and photo renderings of specific sites and buildings. We have found that photo-renderings of key projects provide an excellent way for the public to see realistic before and after images of the recommendations being made. Oftentimes these before and after renderings combine images from the marketing and the physical plan. The plan will pay particular attention to the identification of gateways, infrastructure needs, and streetscape suggestions and discuss these in terms of aesthetics, visitor experience, placemaking features, visibility of businesses, historic qualities, etc.



We will also recommend strategic economic development strategies and approaches. Our team will showcase the economic development opportunities and funding options available for downtown and use a series of peer community projects as examples. Our Main Street expertise allow us to specifically focus on do-able initiatives that further a greater vision for downtown. These recommendations will be rooted deeply in the market analysis data and our professional observations of your community.

The Arnett Muldrow team is committed to not only the completion of a dynamic plan during the course of the charrette but more importantly in the implementation of the plans in the future. Because of this commitment, we will evaluate organizational, programmatic and funding issues that will be necessary for the successful implementation of the plan. The project team will work through the concepts and strategies developed in the plan with the key stakeholders. This is the point where we gather buy-in for the recommendations and agree on a consensus strategy for implementation. Where necessary, preferred directions will be chosen for the effort. Most of the recommendations will revolve around project, policy, and promotional efforts and will mirror the Main Street Model in their division of duties.

The plan recommendations will be presented in an implementation matrix that we call an “Implementation Strategy Board” that will identify projects, establish times frames, suggest lead organizations and ensure accountability. The “Strategy Board” condenses the major recommendations of the project into a single worksheet that can be used by all partners in the plan. We will provide Milford with an initial one-year action agenda, a two to three year agenda, and a long-term agenda that could identify projects up to a ten-year horizon. Many communities use this strategy as a de-facto work plan to engage partner organizations and focus the efforts of the organization.

The charrette team’s response to the issues facing Milford will be in graphic, computerrendered, and written form to be shown at a public presentation at the conclusion of the charrette. All photos taken during the charrette will be supplied to the Client with copyrights waived by the team members. A final electronic report will be provided to the Town and will include all graphics and recommendations. The report will also be provided on USB jump drive along with the PowerPoint presentation used at the public presentation.





RESPONSIBILITIES of the Design Team

- Assemble a team of professionals to deal with opportunities and challenges outlined within this proposal.
- Facilitate the input sessions and record the input.
- Develop market analysis-based economic development recommendations, branding and marketing collateral, design and planning deliverables, and initial implementation recommendations during the charrette.
- Develop a public presentation of findings and recommendations at the conclusion of the charrette.
- Create a populated Implementation Strategy Board that will be distributed to key stakeholders.
- Provide all design collateral produced for the charrette to the Client in electronic format within 60 days of the charrette.

RESPONSIBILITIES of Milford, Delaware

- Conduct an orientation session and community tour to familiarize the team with the community and its issues.
- Identify and notify key stakeholders to be present at the charrette.
- Advertise the charrette to recruit the general public.
- Work with Arnett Muldrow to arrange an interview schedule with the public and relevant parties that enables the team to obtain necessary information.
- Provide base maps and aerial photographs at various scales from which the team can work.
- Provide a suitable space to conduct the charrette including a place to gather input and to work. This can be the same space and needs to be comfortable, conditioned, include tables and chairs, have electrical power, high speed Internet connectivity, and access to restrooms.
- Provide nominal refreshments (coffee, water, soft drinks, danish, fruit, etc.) for the team (and general public if you so desire) during the course of the charrette.

PROJECT FEE

The team will conduct a Downtown Master Plan Charrette for Milford, DE as described herein above for a total lump sum fee of \$27,250. The fee is all-inclusive of professional fees and project-related expenses.



Firm Information





FIRM CREDENTIALS AND EXPERIENCE

At Arnett Muldrow & Associates, we are committed to making better communities. Based in Greenville, South Carolina, Arnett Muldrow & Associates was created in 2002 to help communities that want to rebuild their aging downtown, reinvigorate their urban neighborhoods, and create economic development opportunities in growing metropolitan areas. Our team of professionals has worked in communities large and small from St. Albans, Vermont to Pleasanton, California. We are a six-person firm that focuses on client service.

OUR PROCESS

We work very closely with our clients to define the planning issues for their communities. Whether our solutions focus on an economic development strategy, retail market research, urban design, or historic preservation – we craft a custom process for each community built around three strategies:

Commitment to Stakeholder Involvement

Without the involvement of key stakeholders including the public, a project is destined for the dusty shelf. Our public process depends on listening to our clients and we're not afraid to use creative methods to hear what they have to say.

Economic Solutions

Any plan can offer a vision for the future of a community. At Arnett Muldrow & Associates, we back the vision with thorough and thoughtful research into the economics that lead to implementation. Our research typically includes detailed retail market assessment and demographic analysis followed by real marketing solutions because getting the word out can be as important as crafting the plan.

Plans that Get Implemented

All of our planning efforts include detailed implementation strategies and action plans that detail the who, what, how, and when for every plan recommendation.

OUR SERVICES

Town Planning

- Downtown master plans
- Special district and neighborhood master plans
- Commercial corridor plans & redevelopment guidelines

Economic Development

- Retail market assessment for downtowns, commercial districts and sites
- Community partnership development for revitalization and economic development
- Economic and community development strategies and financing plans
- Tax Increment District Redevelopment Plans

Community Branding and Marketing

- Community image packages including logos & taglines
- Marketing plans including collateral material & web pages
- Wayfinding and environmental sign concepts

Historic Preservation

- Historic preservation planning
- Creation of local and National Register historic districts
- Design guideline documents and overlay districts



COMMUNITY MARKETING AND BRANDING EXPERIENCE

Arnett Muldrow has emerged as one of the nation's leaders specializing in marketing and branding for communities in the context of creating economic vitality. Unlike a typical advertising or marketing agency, we are a planning firm that understands the complexities of community issues. Our branding and marketing efforts combine the sensitivity of planning with the expertise of a professional graphic artist and marketing specialist. Our experience speaks for itself:

Speakers at the National Main Street Conference on Community Branding in 2005 Albuquerque, 2007 Seattle, 2009 Chicago, 2010 Oklahoma City, and 2011 in Des Moines. We have conducted eight national sessions on community branding at the conclusion of the 2011 conference.

Speakers at the Iowa, North Carolina, South Carolina, Virginia, Vermont, Maine, Illinois, Washington and Wisconsin Main Street Conferences and the 2008, 2009, 2011 and 2012 Destination Downtown Conferences (MS, LA, and AR) on community branding.

The Virginia Main Street Program selected Arnett Muldrow & Associates to teach the Main Street 101 course on community marketing and branding.

Mississippi, Iowa, and Vermont's Main Street Programs have selected Arnett Muldrow to conduct Main Street manager training on community branding at its annual managers meeting.

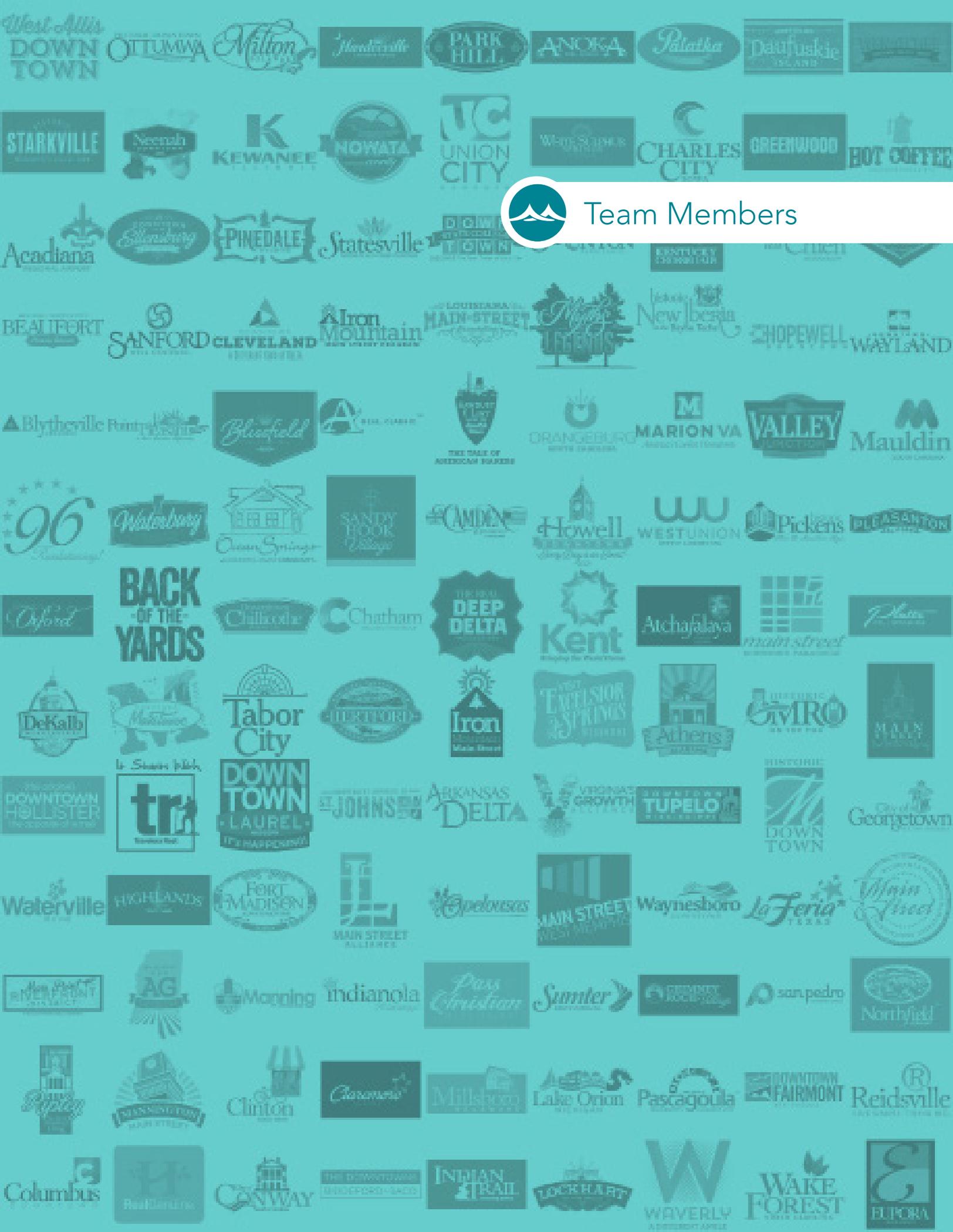
The National Trust for Historic Preservation has used Arnett Muldrow & Associates for branding services in Macon, Georgia and Detroit, Michigan and we have continued to work with the National Trust for Historic Preservation on branding packages for regional heritage corridors in Ohio, Arkansas and Kentucky.

In the summer of 2011 branding work completed by Arnett Muldrow was featured both on ABC World News Tonight (Delta Made in Arkansas), and the Today Show (the Atchafalaya National Heritage Area in Louisiana).

To date we have completed market assessments, branding and marketing plans for over 300 communities in twenty-eight states: AL, AR, CA, DE, FL, GA, IL, IN, IA, KY, LA, ME, MD, MI, MN, MS, MO, NC, OH, OR, PA, SC, VT, VA, WV, WA, WI, and WY.

Much of our work is for local governments that do not have unlimited budgets for marketing and branding. We recognize the limitations that this places on implementation and prepare creative solutions to deal with these issues. We know the "tricks of the trade" to develop affordable but highly effective products. We are committed to producing quality. In addition, we have a proven track record of follow through with variety of implementation options. Some of our recommendations have gone on to become major marketing initiatives for communities including a recent film for the Atchafalaya National Heritage Area and a major campaign for Staunton, Virginia launched in Washington, DC. Our clients have included Main Street Programs, Towns and Cities, Chambers of Commerce, and Economic Development Agencies.

We are proud to have been part of community market assessment, marketing, and branding programs for communities and regions across the United States. We are passionate about what we do and share that passion with the communities in which we work. We encourage you to visit www.arnettmuldrow.com to further explore our references and case studies.



Team Members

West Allis
DOWN TOWN

OTTUMWA

Milton

Mountville

PARK HILL

ANOKEA

Palatka

Dakotuskie ISLAND

WINDY HILLS

STARKVILLE

Neerah

K KEWANEE

NOWATA

JO UNION CITY

WINDY HILLS

CHARLES CITY

GREENWOOD

HOT COFFEE

Acadiana

Salisbury

PINEDALE

Statesville

DIXIE TOWN

WINDY HILLS

WINDY HILLS

WINDY HILLS

WINDY HILLS

BEAUFORT

SANFORD

CLEVELAND

Alton Mountain

MAIN STREET

WINDY HILLS

New Iberia

CHOPWELL

WAYLAND

Blythesville

WINDY HILLS

Blairfield

REAL ESTATE

THE STATE OF AMERICAN FLAG

ORANGEBURG

MARION VA

VALLEY

Mauldin

96

Waterbury

Cherry Springs

SANDY HOOK College

CAMDEN

Howell

WEST UNION

Pickers

PULASKI

DeFord

BACK-OF-THE-YARDS

Chillicothe

Chatham

DEEP DELTA

Kent

Atchafalaya

main street

7th Street

DeKalb

WINDY HILLS

Tabor City

HICKORY

Iron

WINDY HILLS

Athens

VIRO

WINDY HILLS

DOWNTOWN HOLLISTER

tr

DOWNTOWN LAUREL

JOHNS

ARKANSAS DELTA

VERNON GROWTH

TUPELO

HISTORIC DOWNTOWN

Georgetown

Waterville

HIGHLANDS

Fort MADISON

MAIN STREET ALLIANCE

Apalachicola

MAIN STREET

Waynesboro

LaFeria

Main Street

WINDY HILLS

AG

Morning

Indianola

Pass Christian

Sumter

DEWITT ROCKING

san pedro

Northfield

WINDY HILLS

WINDY HILLS

Clinton

Cherokee

Millsboro

Lake Orion

Pascagoula

DOWNTOWN FAIRMONT

Reidsville

Columbus

Red Bluff

CONWAY

THE DOWNTOWN BUCKINGHAM

INDIAN HILL

LOCKHART

WAVERLY

WAKE FOREST

EUFORA



Ben Muldrow, Partner, Community Branding Specialist

Ben Muldrow is a dynamic speaker, innovative downtown advocate and talented graphic artist with experience in a wide variety of marketing applications. He provides community identity and branding services for communities across the United States. Ben has worked on a number of projects specializing in the development of city and neighborhood identities, wayfinding strategies, and promotional marketing material. The *Downtown Promotion Reporter*, a national trade publication on marketing downtowns, called Ben a “branding guru” in a 2004 article on community logos. He also has been published in the National Trust’s *Forum Journal* on Rural Preservation Through Branding. Ben has been a speaker at the 2004, 2007, 2009, 2010, 2011, 2013, 2014 and 2015 National Main Streets Conference on community branding.

Education

Bachelor of Arts, University of South Carolina (2000)

Speaking Engagements

*2015 Keynote Speaker at Mississippi Event Conference
 2014 Oakland County Main Street Managers Training
 2014 Destination Downtown- Ocean Springs Mississippi
 2013 Revitalize Washington Keynote
 2013 Maryland Economic Development Association Keynote
 2013 Oregon Main Street Conference
 2013 Virginia Tourism Conference
 2013 Oklahoma Main Street Training
 2013 National Main Street Conference
 2012 Destination Downtown Keynote
 2012 AL/MS Rural Tourism Conference
 2011 National Main Street Conference
 2011 AL/MS Rural Tourism Conference
 2010 North Carolina Main Street Conference
 2010 National Main Street Conference
 2009 Iowa Downtown Summit
 2009 National Main Street Conference
 2008 Destination Downtown- Louisiana, Mississippi, Arkansas
 2007 National Main Street Conference
 2007 Illinois Main Street Conference
 2007 Mississippi Main Street Training
 2005 Louisiana Main Street Training
 2004 National Main Street Conference*

Experience

2002-Present - Arnett Muldrow & Associates, Greenville, SC

Provides graphic design, community branding, and economic development marketing strategies for Arnett Muldrow & Associates and their clients.

April 2001-April 2002 - ShowCase Marketing Art Director

Developed City Marketing Department , Directed Minor League Sports Marketing Program Maintained Creative Department Archiving System Created collateral for 17 clients in continuous relationships.

April 2001-Nov 2001- NewSouth Communications Strategic Branding Manager

Managed all print and sales collateral, Maintained and redesigned Intranet and Internet sites. Developed web growth plans, and inventory control strategies Rebuilt sales support structure and cut overall printing costs

October 1999- May 2000-Gillespie Agency Art Director

Produced Ads for Bellsouth Mobility, Ducane Grills, and twelve other clients. Kept track of external expense File Preparation for external outputs, Photo Shoot management and prop selection

May 1998-October 1999-College of Engineering, USC Art Director

Managed quarterly publications and yearly publication budget Designed internal and external advertising. Organized news events and developed promotions for them , Maintained the Mac network and handled hardware and software upgrades solutions because getting the word out can be as important as crafting the plan.



Tripp Muldrow, AICP, Principal

Tripp Muldrow is an accomplished urban planner with seventeen years experience in a broad range of areas in the planning profession. Tripp's focus has been linking planning and urban design projects with successful economic development and community revitalization strategies in small and medium sized communities.

Tripp has authored downtown market studies, neighborhood master plans, tourism development plans, economic development strategies, and community marketing plans for over 100 places in eighteen states. He has also worked "on the ground" implementing these plans as an urban economic developer working for cities, redevelopment authorities, and Main Street programs. Tripp is a skilled public facilitator and talented writer. He is equally comfortable conducting public meetings, facilitating community groups, writing technical reports, and distilling complex technical information for general audiences..

Tripp has served on the faculty of the South Carolina Mayor's Institute for Community Design and has lectured at Clemson University, the University of Georgia, and conducted sessions for the South Carolina Advanced Symposium for Economic Developers. Tripp is passionate about the communities where he works and stays involved in his own community where he is a past president of the South Carolina American Planning Association chapter, a former vice-chairman of the Greenville City Planning Commission, and as a member of the Board of Regents for Leadership Greenville.

Education

Master of City and Regional Planning, Clemson University (1996)

Bachelor of Arts, English, Clemson University (1993)

Speaking Engagements

2005 National Main Street Conference

2007 National Main Street Conference

2010 National Main Street Conference

2010 Destination Downtown

2012 Destination Downtown

Experience

2002-Present – Arnett Muldrow & Associates

Principal, Greenville, SC

Performs downtown and community master planning with specialization in economic development and market analyses.

2000-2002 – MCA Urban Planning

Director of Urban Planning, Greenville, SC

Managed the Urban Planning program at MCA, a division of the 35-person Architecture firm located in Greenville, South Carolina.

1998-2000 – LDR International, Inc.

Project Manager/Associate, Columbia, MD

Managed planning projects in cities across the Southeast including Columbia, SC; Macon, GA; Gulf Shores, AL; and Newport News, VA.

Coordinated economic development plans for master planning efforts.

1995-1998 – City of Greenville, South Carolina

Economic Development Specialist

Responsible for planning in the City's West End district, a once declining neighborhood that has emerged as the City's arts and education district.

Also worked with commercial corridor planning and historic preservation planning for the city.

Professional Memberships

American Planning Association

American Institute of Certified Planners

National Trust for Historic Preservation



Tee Coker, AICP, Associate Planner

Tee Coker is a certified planner who has managed or contributed to Arnett Muldrow projects in twenty-one states. His projects have included downtown market studies, city and countywide wayfinding plans, community branding and marketing initiatives, historic preservation plans, downtown and neighborhood master plans, regional tourism strategies, community education and outreach programs, and ongoing economic development services.

Tee is a gifted writer whose academic background provides him the ability to synthesize information and provide concise analyses of complex situations. He is also a skilled facilitator, interviewer, and speaker who enjoys workshops and stakeholder engagement. Tee brings to bear knowledge of current urban planning practices and technologies, and is skilled in Geographic Information Systems (GIS) software and Adobe Creative Suite graphic design software.

Education

Master of City and Regional Planning, Clemson University (2010)
Master of Arts, History, Clemson University (2005)
Bachelor of Arts, History, Furman University (2001, Magna Cum Laude, Phi Beta Kappa)

Speaking Engagements

2014 National Recreation and Parks Congress
2013 Main Street South Carolina Conference
2013 Clemson University PRTM Conference
2013 Clarendon County Chamber of Commerce Retreat
2012 Clarendon County Chamber of Commerce Retreat
2011 Opportunity Chatham Annual Meeting

Experience

2010-Present - Arnett Muldrow & Associates

Professional Planner, Greenville, SC
Performs downtown and community master planning with specialization in community development and wayfinding.

2009-2010 - Arnett Muldrow & Associates

Planning Intern, Greenville, SC
Performed market analyses, developed professional reports, conducted community research, and contributed to planning projects.

2008-2009 - Clemson University

Graduate Assistant, Clemson, SC
Performed research and facilitated recruitment of prospective students.

Professional Memberships

American Planning Association
South Carolina Chapter of American Planning Association



Shawn Terpack, Art Director

Shawn Terpack has been honing his design skills since stumbling across a copy of PhotoShop nearly 20 years ago. Even before graduating from college, he secured a position with an international textile manufacturer where he was responsible for everything from product photography to advertising design and catalog production. Since then, he has overseen the design and production of numerous real estate magazines spanning the east coast and worked with many clients, both large and small, to create compelling advertising campaigns for The Greenville News and their various physical and digital products.

Education

Associates in Graphic Communication, Piedmont Technical College (2001)

Experience

2014-Present - Arnett Muldrow & Associates

Art Director, Greenville, SC

*Design marketing collateral and branding materials for communities.
Streamline workflow and file management.*

2011-2014 The Greenville News

Creative Designer, Greenville, SC

Created custom advertisements for existing and potential clients across a broad range of media to maintain and increase sales revenue.

2002-2010 - Homes & Land Magazine

Graphic Designer / Production Manager, Greenville, SC

Performed research and contributed to planning projects.

2000-2002 - The Rug Barn

Advertising Design Director, Abbeville, SC

Designed advertising campaigns and marketing materials. Oversaw product photography and catalog production.

Professional Recognition

South Carolina Press Association

1st Place - 2013 Advertising Awards

2nd Place - 2013 Advertising Awards

The Greenville News

1A Award for Outstanding Design



Ben Muldrow's work is exceptional and he has proven over and over he can deliver. His product is by far the best I have ever seen and he has a way of catching the essence of the town he is working with.

Jan Miller, Central District Director, Mississippi Main Street
(662) 364-0435 or jmiller@msmainstreet.org

I have worked with Ben for several years in various settings and I am always amazed at how quick his mind works. I feel my creative juices flowing just by being in the same room with him. No matter what kind of project we are working on, he has a unique ability to understand what the client is looking for in a design or message even when the client is not clear on the direction.

In a group setting, I love to hear the "ooing and aaahing" when Ben reveals his proposals. The greatest joy is seeing Ben's work implemented. That is when you truly know you have a talent at work.

Bepie LeGrand, Executive Director, Main Street SC
blegrand@masc.sc

Ben is a creative, dynamic, and enthusiastic designer.
His energy level is engaging and inspiring.
His design of the Staunton brand and logo system couldn't have been more fitting for our community and his personal approach to the project was reassuring. Ben's level of service exceeded the expectations of our contract for services and he continues to be a valuable resource, well after project completion.

Amanda N. Huffman, Assistant Director Economic Development, Staunton, Virginia
(540) 332-3869 or HuffmanAN@ci.staunton.va.us

"Working with Ben Muldrow was a valuable experience.
Ben's creative talents easily carried us through what staff considered a huge project. His professionalism, productivity, and organizational skills guided us along the way to a wonderful product. Ben not only impressed staff with his talents, but valuable community stakeholders, which was vital.

We are very pleased with the results!"

Pam Bowman - City of Anoka Communication Director, Minnesota
(763) 576-2725 or pbowman@ci.anoka.mn.us



The Communities We Serve | MASTER PLANS & BRANDING

South Carolina

Aiken
Allendale
Anderson
Arcadia Lakes
Aynor
Barnwell
Batesburg Leesville
Bennettsville
Blythewood
Brutontown
Cayce
Central
Chapin
Cheraw
Chester
Chesterfield
Clinton
Conway
Daufuskie Island
Dillon
Easley
Florence
Gaffney
Georgetown
Great Falls
Greenville
Greenwood
Greer
Hampton County
Honea Path
Jasper County
Johnsonville
Lake City
Lancaster
Laurens
Marion
Mauldin
Newberry
Ninety Six
Pacolet
Pageland
Pickens
Ridgeland
Saluda
Spartanburg County
St. Matthews
St. Stephen
Summerton
Travelers Rest
Union
Walhalla
Ware Shoals
Woodruff

North Carolina

Albemarle
Badin
Burlington
Canton
Clayton
Concord
Davidson
Eden
Edenton
Franklin

Hendersonville
Huntersville
Indian Trail
Lake Lure/
Chimney Rock
Marion
Maysville
Morganton
Mount Airy
Pineville
Reidsville
Rutherford Co.
Salisbury
Sanford
Shelby
Spindale
Statesville
Tabor City
Wake Forest
Waynesville

Virginia

Abingdon
Amherst
Altavista
Big Stone Gap
Blacksburg
Blackstone
Bluefield
Buena Vista
Culpeper
Dillwyn
Fries
Gate City
Gloucester
Hamilton
Harrisonburg
Haysi
Independence
Jonesville
Leesburg
Luray
Marion
Nelson County
Pound
Purcellville
Rocky Mount
Scottsville
South Boston
Southern Gap
Staunton
Sterling
Warrenton
Waynesboro
West Point
Wise

Vermont

Brattleboro
Burlington
Rutland
Springfield
St. Albans
Waterbury
Vermont Preservation
Trust

Wisconsin

Chippewa Falls
De Pere
Fond du Lac
Manitowoc
Marshfield
Monroe
Osceola
Portage
Port Washington
Praire du Chein
Rhineland
Richland Center
Ripon
Stephens Point
Viroqua
Watertown

Illinois

Brookport
Batavia
Back of the Yards
Kewanee
K-town

Mississippi

Batesville
Biloxi
Byhalia
Canton
Carthage
Cleveland
Clinton
Columbus
Covington Co.
DeKalb
Ellisville
Eupora
Greenwood
Gulfport
Hancock County
Heidelberg
Hinds County
Holly Springs
Indianola
Laurel
Long Beach
Marion
Moss Point
Newton
Noxapater
Ocean Springs
Pascagoula
Pass Christian
Philadelphia
Picayune
Ponotoc
Rolling Fork
Tupelo
Water Valley
West Point
Winona
Woodville

Arkansas

Batesville
Delta
Blytheville
KWEM Radio
Ozark
Paragould
Park Hill
Quawpaw Quarter
Russellville
West Memphis

Ohio

Corridor
Quilt Barns

Georgia

Hinesville
Macon
Stone Mountain
Union City

Iowa

Central City
Charles City
Fort Madison
Manning
Ottumwa
Valley Junction
West Branch
West Des Moines
West Union
Woodbine

Louisiana

Atchafalaya
Bastrop
Iberia Parish
Opelousas
Myths & Legends

Minnesota

Anoka
Lakeville

West Virginia

Belington
Charleston Westside
East End
Fairmont
Kingwood
Madison
Mannington
Martinsburg
Point Pleasant
Ripley
Ronceverte
Sutton
Westside
White Sulphur Springs

Missouri

Chillicothe
Clinton
Excelsior Springs

Michigan

Blissfield
Grandmont-Rosedale
Howell
Iron Mountain
Lake Orion
Oxford
Scottville
Wayland

Wyoming

Laramie
Pinedale
Rawlins

Maine

Eastport
Saco-Biddeford
Skowhegan
Waterville

California

Albany
California Main Street
Hollister
Pleasanton
San Pedro

Delaware

Milford
Delaware City
Dover
Georgetown
Middletown
Millsboro
Milford
Milton
Newark
Seaford
Smyrna
State Tourism
Sussex County

Maryland

Baltimore-Hamden
Baltimore-Waverly
Denton

Alabama

Athens

Florida

Palatka

Oregon

Portland- St. Johns

Pennsylvania

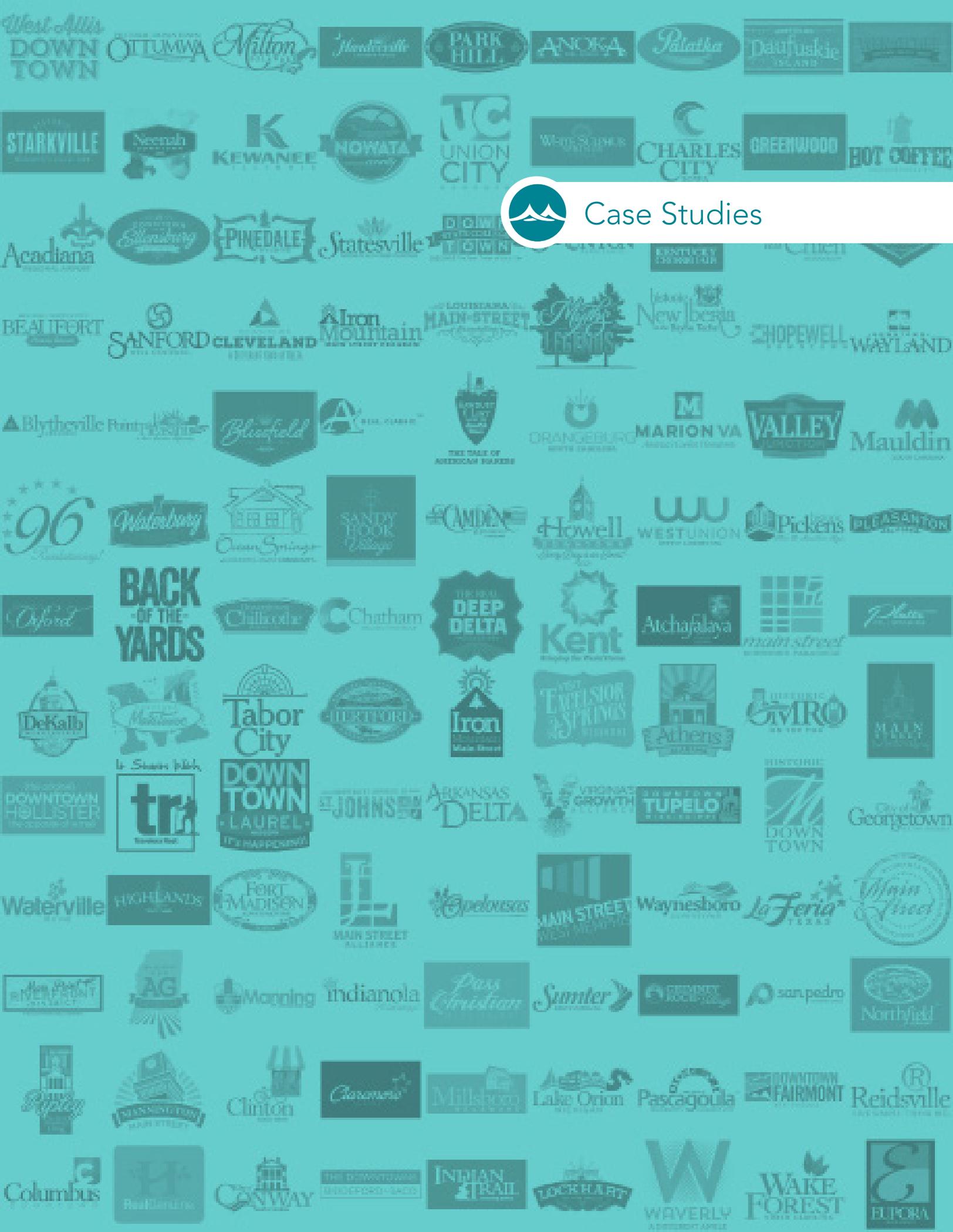
State College
Lancaster

Kentucky

Crossroads

Connecticut

Sandy Hook



Case Studies



Newark, Delaware

COMMUNITY IMAGE WORKSHOP

Newark, Delaware is Delaware's College Town. Home of University of Delaware and 2011 Great American Main Street Finalist, Newark is a growing downtown that needed to reclaim the positive side of being a college town.

At the base of the Pennsylvania and Maryland foothills, Scots-Irish and Welsh settlers began, in the early 1700's, to build a small community. The crossroads of the village center, named Newark, followed the routes of old Indian and fur-trader's paths and served as the road to market for farmers. In 1758, Newark received a charter from the King of England, and the City was officially established.

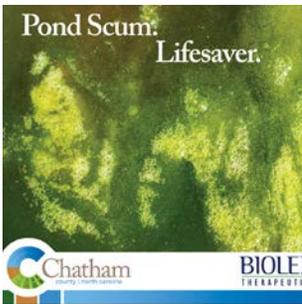
Unlike other Delaware communities, Newark's history was significantly shaped by the growth of a school. In 1765, a grammar school moved here from New London, Pa., and was renamed the Newark Academy. In 1833, the State granted a charter to a new school, called Newark College. The next year, the two schools joined together and soon assumed the name Delaware College, becoming the University of Delaware in 1921.



Chatham County EDC

COMMUNITY IMAGE WORKSHOP

Arnett Muldrow worked with the Chatham County Economic Development Corporation (EDC) and other community partners to create a brand for Chatham County. AMA photographed, interviewed stakeholders, and developed logos for many of the county's communities and for organizations such as the Chatham County Chamber of Commerce and the Chatham EDC.



Dianne Reid, President
Chatham County Economic
Development Corporation
964 East Street
Pittsboro, NC 27312
dreid@chathamcdc.org
919.542.8275





Travelers Rest, South Carolina

COMMUNITY BRANDING

Travelers Rest gained notoriety as a stopover for weary travelers and livestock drovers, but today the area offers much more, including a unique variety of antique and specialty shops, restaurants, national and regional chain stores, churches, and leisure activities. Ensnconced in South Carolina's northern Greenville County at the intersection of Highways 25 and 276, Travelers Rest sits at the feet of the Blue Ridge Mountains, yet is only a few hours from the Atlantic Ocean.

Following the completion of the community branding strategy with Arnett Muldrow in 2012, Travelers Rest has been able to capitalize on its unique assets and location with three blocks of streetscape improvements and investments from over twenty new businesses on Main Street. Additionally, they are implementing unique wayfinding signage, which resulted from an ongoing partnership with Arnett Muldrow after the branding strategy.



Get in Your Element



Dianna Turner, City Administrator
City of Travelers Rest, South Carolina
 6711 State Park Road
 Travelers Rest, SC 29690
 T 864.834.7958



Starkville, Mississippi

COMMUNITY BRANDING

Arnett Muldrow was part of a team including Mahan Rykiel to examine the ongoing revitalization of Downtown Starkville in Spring 2011. Unlike many college towns, Starkville's downtown has only recently emerged as a student destination. However, this change has evolved rapidly and downtown is enjoying a renaissance of activity.

The plan for Starkville explored how to better brand the community as a college town, how to better connect downtown with the campus of Mississippi State University, and how future development adjacent to downtown might increase densities to sustain a larger and more diverse group of businesses and offices.

The Starkville brand has been widely embraced by the community. The Starkville Main Street program has aggressively implemented the brand concepts, the City of Starkville adopted a form based code overlay that covers the entire downtown allowing for more flexible uses and higher density development while requiring more attractive urban development that will ultimately eliminate the "strip development" patterns that have emerged around downtown.



Jennifer Gregory
Greater Starkville
Development Partnership
200 East Main Street
Starkville, Mississippi 39759
662-323-3322
Jgregory@starkville.org



2015 Officers

President

Ralph E. Becker
Mayor
Salt Lake City, Utah

First Vice President

Melodee Colbert-Kean
Councilmember
Joplin, Missouri

Second Vice President

Matt Zone
Councilmember
Cleveland, Ohio

Past President

Christopher B. Coleman
Mayor
Saint Paul, Minnesota

Chief Executive Officer/
Executive Director

Clarence E. Anthony

Deputy Executive
Director

Antoinette A. Samuel

March 24, 2015

Attention: City Manager/City Clerk
City of Milford
201 S. Walnut St.
Milford, DE 19963-1957

Update Your Municipality Profile

Dear City Manager/City Clerk,

The National League of Cities (NLC) is updating its database to reflect recent changes to your municipality profile, elected/appointed officials and municipal staff information. *A complete and accurate municipal and individual profile will ensure your municipality receives the most value from its National League of Cities membership!*

This year, NLC has developed two easy ways to share your municipal updates:

Email: memberservices@nlc.org

Mail: National League of Cities
Attn: Member Relations
1301 Pennsylvania Ave., NW, Suite 500,
Washington, DC 20004

Kindly use the Municipality Identifier Information provided below when making updates.

Customer ID: 0000008210
Organization Name: City of Milford
2010 Reported Population: 6732

If you have any questions or difficulty updating the electronic form, please contact Member Relations at 202-626-3100 or toll free at 877-827-2385, Monday – Friday, 8:30a.m. – 5:00p.m. EST or email us at memberservices@nlc.org.

Sincerely,

Member Relations Team





Municipal Identifier Information

Organization Customer ID: _____

Municipality Name: _____

2010 Census Population: _____

Primary Municipal Contact: _____

Title: _____

Email: _____

Phone: _____

Primary Billing Contact: _____

Title: _____

Email: _____

Phone: _____

Elected/Appointed Officials and Municipal Staff Update Form

Please take a moment to update the National League of Cities with municipality's current Elected/Appointed Officials and Municipal Staff. If you have questions about completing this form, please call us at (202) 626-3100 or (877) 827-2385 (toll free).

Completed forms may be emailed to memberservices@nlc.org or faxed to (202) 626-3109.

**Form submitted by (name and title required)*

Section 1: Municipality Update

Municipality Type:

- City
- Town
- Village
- Township
- Parish
- Borough

- City County
- Other

Municipal Setting

- Rural
- Suburban
- Urban

Address: _____

City: _____ State: _____ Zip: _____

Municipality Fiscal Year Begins? _____ Number of municipal employees: _____

Municipality Type:

- Mayor/Council
- City Manager
- Commission
- Town Meeting
- Other

Title of Chief Elected Official:

- Mayor
- Council President
- Other

Governing body terms:

- Concurrent
- Staggered

What is the size of the governing body? _____

When is the **next general election** for municipal officials? | When is the **next primary election** for municipal officials?

MM DD YYYY

MM DD YYYY

Municipality Website: _____ Municipality Twitter: _____

To help us serve you better, please select priorities/topics that are important to your municipality to ensure your municipality receives timely information and resources.

- Economic Development
- Fiscal Stability
- Neighborhood Revitalization
- Transportation
- Job Growth/Creation
- Public Safety
- Sustainability
- Other

Former Elected Officials/Term End (officials not reelected in recent election)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Section II: Individual Profile Update
Elected/Appointed Officials Update Form
(please copy form to add additional titles)

Provide updates on the following roles/titles:

- Chief Elected Official
- Governing Body Members
(Councilmember, Commissioner, Council President etc.)
- City Manager
- City Treasurer
- City Clerk
- Assistant City Manager

- Assistant to the Mayor
- City Attorney
- Other Department Heads and Municipal Staff**
- Economic Development Director
- Planning Director
- Sustainability Director

Full Name: _____ Title: _____

Term End Date: MM / YYYY Phone: () Email: _____
*must be unique, please do not use a generic email.

First-time elected to current office? Gender: Male ___ Female ___ Birth Year _____
 Yes
 NO

Ethnicity:

- African-American
- American Indian
- Asian/Pacific Islander
- Caucasian
- Hispanic
- Other _____

Full Name: _____ **Title:** _____

Term End Date: ____ / ____ **Phone:** (____) _____ **Email:** _____
MM YYYY *must be unique, please do not use a generic email.

First-time elected to current office? **Gender:** Male ___ Female ___ **Birth Year** _____
 Yes
 NO

Ethnicity:

- African-American
- American Indian
- Asian/Pacific Islander
- Caucasian
- Hispanic
- Other _____

Full Name: _____ **Title:** _____

Term End Date: ____ / ____ **Phone:** (____) _____ **Email:** _____
MM YYYY *must be unique, please do not use a generic email.

First-time elected to current office? **Gender:** Male ___ Female ___ **Birth Year** _____
 Yes
 NO

Ethnicity:

- African-American
- American Indian
- Asian/Pacific Islander
- Caucasian
- Hispanic
- Other _____

Full Name: _____ **Title:** _____

Term End Date: ____ / ____ **Phone:** (____) _____ **Email:** _____
MM YYYY *must be unique, please do not use a generic email.

First-time elected to current office? **Gender:** Male ___ Female ___ **Birth Year** _____
 Yes
 NO

Ethnicity:

- African-American
- American Indian
- Asian/Pacific Islander
- Caucasian
- Hispanic
- Other _____

Full Name: _____ Title: _____

Term End Date: ____ / ____ Phone: (____) _____ Email: _____
MM YYYY

*must be unique, please do not use a generic email.

First-time elected to current office? Gender: Male ___ Female ___ Birth Year _____

- Yes
- NO

Ethnicity:

- African-American
- American Indian
- Asian/Pacific Islander
- Caucasian
- Hispanic
- Other _____

Full Name: _____ Title: _____

Term End Date: ____ / ____ Phone: (____) _____ Email: _____
MM YYYY

*must be unique, please do not use a generic email.

First-time elected to current office? Gender: Male ___ Female ___ Birth Year _____

- Yes
- NO

Ethnicity:

- African-American
- American Indian
- Asian/Pacific Islander
- Caucasian
- Hispanic
- Other _____

Full Name: _____ Title: _____

Term End Date: ____ / ____ Phone: (____) _____ Email: _____
MM YYYY

*must be unique, please do not use a generic email.

First-time elected to current office? Gender: Male ___ Female ___ Birth Year _____

- Yes
- NO

Ethnicity:

- African-American
- American Indian
- Asian/Pacific Islander
- Caucasian
- Hispanic
- Other _____

Organization Customer ID: _____



OFFICE OF THE CITY MANAGER
HANS MEDLARZ
TELEPHONE 302-424-3712

201 SOUTH WALNUT STREET
MILFORD, DE 19963
FAX 302-424-3558

April 2015 City Manager's Supplemental Report

- Heartstone Manor Approval of Utility Value Engineering for Phases 5, 7-13

The City Administration and the Solicitor have been addressing the unresolved recordation of Phases 5, 7-13 in Heartstone Manor. Progress has been made and Phases 7 & 9 should be ready for recordation in the near future. This will allow Key Properties Group to proceed with construction. The underlying issues relate to Right-of-Way dedication time lines, easements and "approved" construction documents. The City's contractual engineer and I have reviewed the construction documents associated with these phases which had been approved by the previous in house City Engineer. The documents have considerable deficiencies and should not be used in the current form. Implementation as designed will cause unnecessary expense in the construction as well as the long term maintenance of said utilities and roads. However the City cannot legally require Key Properties Group to revise the documents so we proposed a joint approach. The City would retain the design services of McCrone, Inc. on an interim basis identifying and quantifying said deficiencies allowing the determination by Key Properties Group to fund the value engineering of the changes. The City Manager recommends the approval of a temporary time and material contract with McCrone up to a not to exceed limit of \$17,500 to be funded out of enterprise fund reserves. Key Properties Group has agreed to this approach.

**CITY OF MILFORD
FUND BALANCES REPORT**

Date: February 2015

Cash Balance - General Fund Bank Balance	\$3,843,634
Cash Balance - Electric Fund Bank Balance	\$3,529,425
Cash Balance - Water Fund Bank Balance	\$2,724,048
Cash Balance - Sewer Fund Bank Balance	\$1,094,028
Cash Balance - Trash Fund Bank Balance	\$194,974

	General <u>Improvement</u>	Municipal <u>Street Aid</u>	Real Estate <u>Transfer Tax</u>	Solid Waste <u>Reserves</u>
Beginning Cash Balance	183,273	1,102,146	1,697,647	0
Deposits			26,771	
Interest Earned this Month		139	219	
Disbursements this Month	(2,700)	(5,120)	(41,666)	
Investments				250,000
Ending Cash Balance	\$180,573	\$1,097,165	\$1,682,971	\$250,000

	GF Capital <u>Reserves</u>	Water Capital <u>Reserves</u>	Sewer Capital <u>Reserves</u>	Electric <u>Reserves</u>
Beginning Cash Balance	737,697	5,397,696	3,227,949	5,246,869
Deposits	3,499			
Interest Earned this Month	107	330	195	325
Disbursements this Month		(34,490)	(44,278)	(14,737)
Investments	250,000			
Ending Cash Balance	\$991,303	\$5,363,536	\$3,183,866	\$5,232,457

	Water <u>Impact Fee</u>	Sewer <u>Impact Fee</u>	Electric <u>Impact Fee</u>	Economic Development <u>Fund</u>
Beginning Cash Balance	1,240,187.00	832,460	351,940	1,027,793
Deposits	2,428	1,283	600	
Interest Earned this Month				
Disbursements this Month				
Investments				
Ending Cash Balance	\$1,242,615	\$833,743	\$352,540	\$1,027,793

INTEREST THROUGH THE EIGHTH MONTH OF THE FISCAL YEAR:

General Fund	7,798	Water Fund	2,867
GF Capital Reserves	858	Water Capital Reserves	2,557
Municipal Street Aid	1,200	Sewer Fund	1,059
Real Estate Transfer Tax	1,601	Sewer Capital Reserves	1,518
Electric Fund	5,031	Trash Fund	4,079
Electric Reserves	2,536		

TOTAL INTEREST EARNED TO DATE **\$31,104**

REVENUE REPORT

Page Two

67% of Year Expended

Date: February 2015	AMOUNT BUDGETED	MTD	YTD	YTD%
ACCOUNT				
Economic Development Fund	205,578	0	41,457	20.17%
General Fund Reserves	83,294	0	63,294	75.99%
Property Transfer Tax-Police	500,000	41,666	333,333	66.67%
Real Estate Tax	3,769,010	1,498	3,679,837	97.63%
Business License	40,000	2,600	29,500	73.75%
Rental License	85,000	5,500	78,650	92.53%
Building Permits	60,000	1,805	41,878	69.80%
Planning & Zoning	17,394	1,823	10,757	61.84%
Grasscutting Revenue	15,000	0	7,200	48.00%
Police Revenues	502,000	10,022	375,394	74.78%
Misc. Revenues	267,460	73,912	142,581	53.31%
Transfers From	3,215,480	267,958	2,143,654	66.67%
Total General Fund Revenues	\$8,760,216	\$406,784	\$6,947,535	79.31%
Water Revenues	2,644,000	174,674	1,781,634	67.38%
Sewer Revenues	2,659,860	214,788	1,670,762	62.81%
Kent County Sewer	1,700,000	108,165	1,144,854	67.34%
Solid Waste Revenues	1,090,545	90,892	711,418	65.24%
Electric Revenues	24,659,500	2,295,098	17,200,606	69.75%
TOTAL REVENUES	\$41,514,121	\$3,290,401	\$29,456,809	70.96%
YTD Enterprise Expense	53,403			
YTD Enterprise Revenue	43,792			
LTD Carlisle Fire Company Building Permit Fund		106,634		

EXPENDITURE REPORT

Page Three

Date: February 2015

67% of Year Expended

ACCOUNT	AMOUNT BUDGETED	MTD	YTD	YTD%	UNEXPENDED BALANCE
City Manager					
Personnel	446,455	\$38,549	253,042	56.68%	193,413
O&M	177,359	\$11,990	99,379	56.03%	77,980
Capital	14,995	\$0	7,498	50.00%	7,497
Total City Manager	\$638,809	\$50,539	\$359,919	56.34%	278,890
Planning & Zoning					
Personnel	160,127	\$4,750	40,334	25.19%	119,793
O&M	47,225	\$3,321	25,360	53.70%	21,865
Capital	0	\$0	0		0
Total P, C & I	\$207,352	\$8,071	\$65,694	31.68%	141,658
Code Enforcement & Inspections					
Personnel	147,175	\$11,088	92,118	62.59%	55,057
O&M	52,900	\$10	22,479	42.49%	30,421
Capital	0	\$0	0		0
Total P, C & I	\$200,075	\$11,098	\$114,597	57.28%	85,478
Council					
Personnel	31,225	\$1,903	15,658	50.15%	15,567
O&M	46,760	\$5,381	33,896	72.49%	12,864
Council Expense	17,000	\$1,055	13,680	80.47%	3,320
Contributions	211,000	\$0	71,000	33.65%	140,000
Codification	3,631	\$1,570	2,220	61.14%	1,411
Employee Recognition	9,369	\$0	9,368	99.99%	1
Insurance	31,000	\$0	27,507	88.73%	3,493
REDLG Program	60,000	\$0	0	0.00%	60,000
Armory Expenses	20,000	\$1,185	11,137	55.69%	8,863
Total Council	\$429,985	\$11,094	\$184,466	42.90%	245,519
Finance					
Personnel	352,620	\$26,788	226,692	64.29%	125,928
O&M	61,085	\$2,976	30,911	50.60%	30,174
Capital	0	\$0	0		0
Total Finance	\$413,705	\$29,764	\$257,603	62.27%	156,102
Information Technology					
Personnel	181,080	\$8,728	73,937	40.83%	107,143
O&M	180,765	\$11,936	60,945	33.72%	119,820
Capital	85,430	\$0	84,818	99.28%	612
Total Information Technology	\$447,275	\$20,664	\$219,700	49.12%	227,575

EXPENDITURE REPORT

Page Four

Date: February 2015

67% of Year Expended

ACCOUNT	AMOUNT BUDGETED	MTD	YTD	YTD%	UNEXPENDED BALANCE
Police Department					
Personnel	3,811,255	\$275,297	2,437,730	63.96%	1,373,525
O&M	499,015	\$30,312	318,611	63.85%	180,404
Capital	121,200	\$0	70,204	57.92%	50,996
Total Police	\$4,431,470	\$305,609	\$2,826,545	63.78%	1,604,925
Streets & Grounds Division					
Personnel	442,810	\$30,640	257,211	58.09%	185,599
O&M	448,132	\$36,049	311,547	69.52%	136,585
Capital	82,343	\$53,312	74,444	90.41%	7,899
Debt Service	20,520	\$0	19,207	93.60%	1,313
Total Streets & Grounds	\$993,805	\$120,001	\$662,409	66.65%	331,396
Parks & Recreation					
Personnel	604,225	\$41,935	376,132	62.25%	228,093
O&M	251,515	\$18,640	186,830	74.28%	64,685
Capital	142,000	\$0	139,251	98.06%	2,749
Total Parks & Recreation	\$997,740	\$60,575	\$702,213	70.38%	295,527
Total General Fund					
Operating Budget	\$8,760,216	\$617,415	\$5,393,146	61.56%	3,367,070

EXPENDITURE REPORT

Page Five

Date: February 2015

67% of Year Expended

ACCOUNT	AMOUNT BUDGETED	MTD	YTD	YTD%	UNEXPENDED BALANCE
Water Division					
Personnel	281,615	\$22,750	181,664	64.51%	99,951
O&M	1,045,165	\$67,996	558,611	53.45%	486,554
Capital	347,000	\$0	29,470	8.49%	317,530
Debt Service	970,220	\$2,894	304,125	31.35%	666,095
Total Water	\$2,644,000	\$93,640	\$1,073,870	40.62%	1,570,130
Sewer Division					
Personnel	281,615	\$22,749	181,652	64.50%	99,963
O&M	1,194,475	\$99,600	720,245	60.30%	474,230
Capital	612,500	\$0	28,351	4.63%	584,149
Debt Service	571,270	\$0	407,893	71.40%	163,377
Sewer Sub Total	\$2,659,860	\$122,349	\$1,338,141	50.31%	1,321,719
Kent County Sewer	1,700,000	\$108,165	1,144,845	67.34%	555,155
Total Sewer	\$4,359,860	\$230,514	\$2,482,986	56.95%	1,876,874
Solid Waste Division					
Personnel	371,835	\$29,155	238,262	64.08%	133,573
O&M	718,710	\$45,954	454,972	63.30%	263,738
Capital	0	\$0	0		0
Total Solid Waste	\$1,090,545	\$75,109	\$693,234	63.57%	397,311
Total Water, Sewer Solid Waste	\$8,094,405	\$399,263	\$4,250,090	52.51%	3,844,315
Electric Division					
Personnel	1,210,610	\$114,473	768,651	63.49%	441,959
O&M	1,723,380	\$127,096	949,102	55.07%	774,278
Transfer to General Fund	2,500,000	\$208,334	1,666,667	66.67%	833,333
Capital	325,855	\$6,364	92,329	28.33%	233,526
Debt Service	399,655	\$0	302,060	75.58%	97,595
Electric Sub Total	\$6,159,500	\$456,267	\$3,778,809	61.35%	2,380,691
Power Purchased	18,500,000	\$1,779,925	13,262,326	71.69%	5,237,674
Total Electric	\$24,659,500	\$2,236,192	\$17,041,135	69.11%	7,618,365
TOTAL OPERATING BUDGET	\$41,514,121	\$3,252,870	\$26,684,371	64.28%	14,829,750

INTERSERVICE DEPARTMENTS REPORT

Page Six

Date: February 2015

ACCOUNT	AMOUNT BUDGETED	MTD	YTD	67% of Year Expended	UNEXPENDED BALANCE
				YTD%	
Garage					
Personnel	84,085	6,561	54,481	64.79%	29,604
O&M	69,965	5,911	47,037	67.23%	22,928
Capital	40,000	0	0	0.00%	40,000
Total Garage Expense	\$194,050	12,472	\$101,518	52.32%	92,532
Public Works					
Personnel	198,550	5,009	86,549	43.59%	112,001
O&M	201,160	13,368	97,024	48.23%	104,136
Capital	6,000	0	0	0.00%	6,000
Total Public Works Expense	\$405,710	18,377	\$183,573	45.25%	222,137
Billing & Collections					
Personnel	522,210	40,998	335,925	64.33%	186,285
O&M	229,785	13,184	133,271	58.00%	96,514
Capital	0	0	0		0
Total Billing & Collections	\$751,995	54,182	\$469,196	62.39%	282,799
City Hall Cost Allocation					
Personnel	0	0	0		0
O&M	61,530	8,478	35,994	58.50%	25,536
Capital	0	0	0		0
Total City Hall Cost Allocation	\$61,530	8,478	\$35,994	58.50%	25,536

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
February 23, 2015

A Meeting of Milford City Council was held in the Joseph Ronnie Rogers Council Chambers at Milford City Hall on Monday, February 23, 2015.

PRESIDING: Mayor Bryan Shupe

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

City Manager Hans Medlarz, Police Chief Keith Hudson and City Clerk/
Recorder Terri Hudson

COUNSEL: City Solicitor David Rutt, Esquire

CALL TO ORDER

Mayor Shupe called the Council Meeting to order at 7:03 p.m.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Shupe.

RECOGNITION

No special guests in attendance.

COMMUNICATIONS

Mayor Shupe reported that Bayhealth announced today their selection of CannonDesign as their lead architectural and engineering partner for the new health campus project in Milford.

Bayhealth also announced that a firm has been chosen for the purpose of re-imagining the Clarke Avenue facility.

The mayor is pleased with Bayhealth's progress and he and City Manager Medlarz are working with the Office of State Planning to assist them in moving the project as quickly as possible.

Mayor Shupe also reported that he and Councilman Grier have been working with the Delaware Economic Development Office who will be offering grant money to begin some strategic planning for the downtown area, in addition to addressing the increasing number of large vacant buildings throughout the town.

He will be bringing the proposal to council in the near future.

He announced that Delaware Today was in Milford this past week to do interviews. Former Milford Chronicle Reporter Gwen Guerke was interviewed along with other residents. The city will be featured in the April issue whose article is entitled "What's Making Milford so Hot Right Now".

UNFINISHED BUSINESS

Adoption/Ordinance 2014-18/Chapter204/Amendment/Taxation

Mayor Shupe advised that this ordinance, discussed on numerous occasions, was developed to address some taxation rules and specifically supplemental bills, appeals and deadlines. Article VII of the city charter has jurisdiction over the main issues such as city taxation, assessment, rates, etc.

The ordinance is in its final version and is being presented for adoption this evening.

Mr. Medlarz explained this ordinance establishes rules related to improvements that are made to properties during the tax year, as revised by the assessor. If not, the change would not be posted until the following year.

It also provides an appeal process for the property owner; if not appealed, the change will become record.

Mr. Pikus moved to adopt Ordinance 2014-18, seconded by Mr. Gleysteen.

WHEREAS, the taxation of real property constitutes a significant portion of the annual municipal revenues necessary to facilitate governmental operations; and

WHEREAS, it is in the best interest of the City of Milford, as well as its residents, to ensure that all properties are fairly and properly assessed for the purposes of taxation; and

WHEREAS, City Charter Article VI Taxation, Assessors and Assessment of Taxes, Paragraph 7.14 Assessment, Payment and Collection of Payment for Taxes for New Construction, gives the Mayor and Council the authority to enact an ordinance accordingly; and

WHEREAS, rules are hereby established regarding exemptions, dates, deadlines, appeals and annual and supplemental bills.

NOW, THEREFORE, THE CITY OF MILFORD HEREBY ORDAINS:

Section 1.

Article II, entitled Exemption of New Improvements Added to Property, Sections 204-6 thru Section 204-11, is hereby rescinded.

Section 2.

A new Article II, entitled Authority to Exempt Real Property from Taxation, is hereby added to read as follows:

ARTICLE II – Authority to exempt real property from taxation.

§ 204-6. The city council shall have the power to exempt real property located within the city from municipal property taxes when, in the opinion of the tax assessor, the same will best promote the public welfare. The city assessor shall be empowered to grant tax exemptions in the same fashion as a county exemption, pursuant to 9 Del. C. § 8105 and 8110, and upon the receipt of an application to the City of Milford filed by the organization to establish its entitlement to such exemptions.

§ 204-7. No assessment shall be made against that portion of a parcel during the period in which the portion qualifies for agricultural, horticultural or forest uses as more fully defined by 9 Del. C. § 8330 through 8337, inclusive.

Section 3.

A new Article III, entitled Annual Tax Bill, is hereby added to read as follows:

ARTICLE III – Annual Tax Bill.

§204-8. The tax year shall run from October 1st through September 30th each year based on assessed values as of June 30th.

§ 204-9. Property taxes shall be payable on or before September 30th of each year.

§ 204-10. To every tax not paid after the said date established in 204-9, there shall be added and collected a penalty, for each month that said tax remains unpaid. A penalty of one percent per month, or fraction thereof, shall be charged on all unpaid property taxes. City Council, by resolution, may impose a date later than that established in 204-9 for the addition and collection of penalties.

Section 4.

A new Article IV, entitled Supplemental Assessments and Tax Bills, is hereby added to read as follows:

ARTICLE IV- Supplemental Assessments and Tax Bills

§204-11. Supplemental Assessment Required.

- A. Changes, including zoning and construction, shall require reassessment of the property at its fair market value as of the date of the last City-wide revaluation. A supplemental assessment will be determined for the amount of difference between the value stated on the regular assessment roll(s) and the new fair market value.
- B. Supplemental tax bills shall be issued when there is an increase in taxable value caused by any change as stated in 204-11. More than one tax year may be affected by the increase in value, causing more than one supplemental bill to be issued. Even when a property has been sold, the original owner may be billed for any change in value relating to the dates of their ownership.
- C. The increase in assessed value resulting from the reassessment is reflected in a prorated assessment that covers the period from the first day of the month following the supplemental event to the end of the fiscal year.

§204-12. - Assessment Appeals.

- A. Appeal date deadlines.

Appeal filing deadline (Annual billing)	August 31st
Appeal filing deadline (October billing)	November 30th
Appeal filing deadline (January billing)	February 28th
Appeal filing deadline (April billing)	May 31st
- B. Right to appeal is lost if appellant has missed the designated appeal date.
- C. Appeals/refunds for errors or opinions of value from appellants will not be heard for prior years.
- D. The assessment as revised, shall be the listed value for the year under appeal, and shall be the basis for the levy and collection of taxes, unless adjusted by the Board of Appeals during the annual appeals process.

Section 5.

Dates.

Introduction 02-09-15

Adoption 02-23-15

Motion carried.

Introduction/Ordinance 2015-01/Chapter 193/Solid Waste Management

Mr. Medlarz introduced the following ordinance:

*Chapter 193-Solid Waste
CODE OF THE CITY OF MILFORD
PART II - GENERAL LEGISLATION*

CHAPTER 193 - SOLID WASTE MANAGEMENT

SECTION 1. This ordinance hereby repeals all provisions of Chapter 193 Solid Waste Management of the Code of the City of Milford.

SECTION 2. Chapter 193 Solid Waste Management, is hereby replaced with language as follows:

ARTICLE I. General Provisions

193-1. Mandatory Residential Collection.

The maintenance of the public health, safety, sanitation and aesthetics requires that all residential properties in the City of Milford accept, arrange and pay for solid waste collection and disposal services in accordance with this chapter. Residential properties include detached homes, duplexes, townhouses and condominiums.

193-2. Non-Residential and Multi-Unit Rental Complex Services.

Solid waste services through the City of Milford are optional for non-residential entities and multi-unit complexes in common ownership. Upon request containers may be provided, in accordance with the fee established in Section 193-11. Those opting not to utilize solid waste collection through the city shall be required to make arrangements for the disposal and/or collection of the same by a private collector/hauler at no cost to the city.

193-3. Containers Required.

The city shall specify the type of container to be used for each specific collection. Use of any other type container than specified by the city is prohibited. The city will provide containers to the customer as required by the desired level of service at no up-front cost to the customer. If any container is lost or destroyed, another container shall be provided at cost to the customer. Multi-unit rental complexes under common ownership may utilize a city approved dumpster.

193-4. Special and Holiday Collections.

A. Special Collections.

A special collection will occur one week in the spring and one week during the fall of each year. Customers shall be able to put out additional bulk items during these weeks without an additional charge. Adequate notice of the special collection dates and details shall be provided to customers.

B. Holiday Collections.

The city observes the following six holidays in which trash services will not occur:

New Years

Memorial Day

July 4th

Labor Day

Thanksgiving

Christmas

If the holiday or observed holiday falls on a Monday, collection will be the following day affecting all workdays including Saturdays. If holiday falls on any other weekday, only the collections after that day are shifted by one day.

C. Holidays such as Martin Luther King Birthday, Presidents Day, Good Friday, Election Day and Veterans Day will not affect collections.

193-5. Bills, Payments and Deposits.

A. The rates as established shall be an assessment and shall be billed to customers on a monthly basis. All bills for service are due and payable each month for normal and additional services performed. Monthly charges, if not paid by the due date, shall accrue interest at the rate of 1 1/2% per month until paid.

B. Bills are rendered for any indicated period of service, either special or monthly, and will show the proper charge as determined by the applicable rate schedule. Bills shall be considered as duly rendered when delivered at or mailed to the recorded address of the customer, as provided by him for that purpose.

C. The charges imposed under this ordinance shall be a lien against any owner-occupied property served and shall be and remain a lien for ten years from the date of assessment of such charge. Such lien shall have priority over any other lien, encumbrance or conveyance even though such other lien or liens may be of a date prior to the time of attaching of this lien. The City Manager shall have the same authorities, remedies and powers with respect to the collection of this charge as are provided for the collection of taxes.

D. Any customer, upon receipt of a bill, having reason to doubt its accuracy shall bring or mail the bill within five days to the city for investigation.

E. Nonpayment of two (2) consecutive months will trigger suspension of trash collection and removal of all city-issued containers.

- F. Creation of new rental accounts, not part of a multi-unit rental complex under common ownership, will require a \$100 reimbursable deposit. Unpaid balances will be applied when account is terminated.*

193-6. Violations and Penalties.

- A. Unless otherwise prescribed herein, any person violating any of the provisions of Chapter 193 shall, upon conviction thereof before a Justice of the Peace, be sentenced to pay a fine of not less than \$25 nor more than \$300, together with costs of prosecution.*
- B. Every violation of this chapter shall be deemed a separate offense for each and every day a violation shall continue and shall be subject to the penalty imposed by this section for each and every such separate offense.*

193-7. Supplemental Regulations.

The City Manager is hereby authorized to administer Chapter 193 of the City of Milford Code pertaining to the solid waste collection system

ARTICLE II. SOLID WASTE

193-8. Definitions

As used in this chapter, the following terms shall have the meanings indicated: SOLID WASTE-Commonly referred to as trash or garbage, consisting of everyday items that are discarded which may include food wastes, containers and product packaging and other miscellaneous wastes from residential or commercial sources. Solid Waste does not include yard waste, inert waste such as construction debris, hazardous waste, toxic waste or medical waste.

193-9. Unlawful Acts and Containment Requirement

- A. It shall be unlawful to deposit or place any trash or garbage into any yard waste container or recycling container.*
- B. No solid waste or any other similar materials shall be placed in the street, drainage gutter or on the sidewalk.*
- C. No solid waste of any description shall be disposed of within the limits of the city in any manner other than that prescribed herein. Deposit of solid waste upon any land, alley, street, public place, vacant lot, watercourse, ditch or any other method of disposal not in accordance with this chapter shall be a violation as prescribed herein.*

193-10. Collection Procedures

- A. General.*
- (1) All collection of solid waste materials from residences and other approved establishments shall be by city public works crews or contractors hired or contracted by the City Council.*
 - (2) On designated collection days containers shall be placed just behind the curblineline without interfering with vehicular or pedestrian traffic.*
 - (3) Containers shall be placed no earlier than 3:00 p.m. of the day preceding the day of collection and not later than 7:00 a.m. on the scheduled day of collection and shall be removed to a point at the side or rear of the structure not later than 7:00 p.m. of the day of collection.*
- B. Multi-Unit Rental Complex Collection. Owners and/or designee of multi units rental complexes desiring to utilize containers for mass storage may do so, provided that the container and the placement of the container is approved by the City Manager or his designated representative. In no case shall the container be in excess of three (3)-cubic yards' capacity.*
- C. Items Prohibited*
- (1) The scope of the service rendered by the city in the collection and removal of solid waste materials is intended to serve the needs of its customers' related activities. It is considered to be beyond the scope of such service to collect or remove solid waste materials generated by clearing, construction, demolition and any other such activity producing quantities of solid waste.*
 - (2) Rock, scrap building materials, appliances containing freon or other trash resulting from construction, remodeling or destruction by fire, the elements, acts of God or other causes resulting from a general cleanup of vacant or improved property or trees, brush and/or debris cleared from a property in preparation for construction or landscaping shall not be collected and removed by the city. Such materials will be removed at the expense of the customer.*

- (3) *Tires will not be collected. Items too bulky or heavy to be removed during the regular city collection maybe removed after special arrangements have been made by the customer.*
- E. *Items piled alongside the container will not be picked up, nor will containers not provided by the city.*
- F. *Mandatory Additional Container.*
 - (1) *Any additional items found outside container will not be picked up. Items will be tagged and customer informed of pending additional container issuance.*
 - (2) *Additional container delivery and associated fee will be triggered after two (2) consecutive incidents related to additional items or three (3) incidents in any rolling six months period.*
 - (3) *Payment of additional container will be the responsibility of customer until account is terminated.*

193-11. Collection & Rate Schedule

- A. *The city will collect solid waste as described in this Article II once every week.*
- B. *The City Manager shall divide the city into districts and shall schedule the collection of solid waste in these districts on the day or days and at the times that shall be most efficient and convenient to the city. Adequate notice of the collection schedules shall be provided to all customers and any changes thereto.*
- C. *Residential properties*
\$23.50 monthly - one container
- D. *Non-Residential properties:*
\$23.50 monthly - one container
- E. *Multi-unit rental complex.*
\$23.50 monthly - one container per unit or three (3)-cubic yard dumpster(s).
- F. *Additional trash container - \$20*
Additional yard waste container - \$12

ARTICLE III. YARD WASTE

193-12. Definitions

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

YARD WASTE-Biodegradable waste consisting of leaves, grass clippings, twigs, small branches (less than four ft. in length), shrubbery, prunings and other garden material.

193-13. Containers Required;

- A. *Depositing or placing any yard waste or matter into any garbage container, recycling container or on any city street or in a drainage gutter is prohibited.*
- B. *Mandatory Additional Yard Waste Container.*
 - (1) *Any additional yard waste found outside container will not be picked up. Excessive yard waste will be tagged and customer informed of pending additional yard waste container issuance.*
 - (2) *Additional container delivery and associated fee will be triggered by two (2) consecutive incidents related to excessive yard waste or three (3) incidents in any rolling six months period.*
 - (3) *Payment for additional yard waste container will be the responsibility of customer until account is terminated.*

193-14. Collection Procedures

- A. *The city will collect yard waste 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 customer.*
- B. *The city will provide for loose leaf curbside collection from November 1 through January 31 in accordance with the following conditions:*
 - (1) *Loose leaves shall be raked and placed behind the curb for removal by the city's leaf vacuum.*
 - (2) *Leaves must be free of stones, branches, brush and grass clippings or they will not be collected.*
 - (3) *It is illegal to place, sweep or blow leaves and other yard waste into the street, storm drains or catch basins.*

193-15. Collection & Rate Schedule.

- A. *The city will collect yard waste as described in Section 193-14A every two weeks.*

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

ARTICLE IV. RECYCLING

193-16. Definitions

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

RECYCLING-Unbagged Recycling materials including cardboard, glass bottles and jars (any color), junk mail and envelopes (all types), magazines and catalogs, metal cans (tin/steel/aluminum), milk jugs, bleach/detergent bottles and shampoo bottles, narrow-neck plastic bottles, newspapers, paperboard (cereal/tissue boxes), telephone and soft cover books, pizza boxes (free of food residue). Recycling materials does not include bags, styrofoam (all types), hardback books (pages are acceptable, remove hard cover), light bulbs (all types), household batteries, electronics, broken glass/mirrors/window glass, empty aerosol spray cans, paint cans.

193-17. Unlawful Acts and Containment Requirement

It shall be unlawful to deposit or place any recycling material into any solid waste container or yard waste container or on any city street or in a drainage gutter.

193-18. Collection Procedures

The City will provide for the collection of recycling material, provided that such material is deposited into a recycling container provided by the city. Disposal of excessive material that will not fit into the container shall be the responsibility of the customer.

193-19. Collection Schedule

The City will collect recycling material once every two weeks.

ARTICLE V. BULK ITEMS

193-20. Definitions

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

BULK ITEMS-Unbagged garbage other than regular household trash, such as furniture, appliances, large items including, but not limited to lawn mowers, barbeque grills, hot water heaters, air conditioners, televisions, doors, cabinets and kids toys.

Note: Bulk items does not include materials generated by clearing, construction, demolition and any other such activity producing quantities of solid waste, rock, scrap building materials, appliances containing freon or trash resulting from construction, remodeling or destruction of fire, the elements, acts of God or other causes resulting from a general cleanup of vacant or improved property or trees, brush and/or debris cleared from a property in the preparation for construction or landscaping. Any yard waste material is not considered a bulk item and shall not be collected and removed by the city. Such materials shall be removed by the customer.

193-21. Unlawful Acts

It shall be unlawful to place any bulk material or any hazardous chemical on a city street or near a drainage gutter.

193-22. Collection Procedures

- A. Customers are required to contact our Customer Service Department to schedule a pickup.*
- B. Customer without prior pick-up arrangements will be tagged and notified of subsequent billing.*
- C. Items not removed by customer in subsequent weeks will be removed and billed accordingly.*

193-23. Collection & Rate Schedule

- A. The bulk fee shall be determined on a sliding scale based on the number of large items picked up from the residence as follows:*
- B. A minimum of \$50 will be billed for each pickup of up to five items.*
- C. Each additional item will be billed at \$10.*
- D. The city will collect bulk material every Wednesday.*

- E. *The city will not collect bulk material during those weeks in which a holiday is observed and trash services do not occur. Refer to Section 193-4(b) for holidays that apply.*

ARTICLE VI. TEMPORARY SUSPENSION OF SERVICES

193-24. Authority

- A. *The City Manager or designee may suspend trash and recycling (and yard waste when applicable) collection services for on an owner-occupied residences only if the home is unoccupied between a minimum of three months and a maximum of twelve months.*
- B. *A "Temporarily Suspend Garbage Service Application" must be completed in order to place the service on hold.*
- C. *A "Temporarily Suspend Garbage Service Application" must be received by the Customer Service Department at least five business days prior to the start of the suspension period.*
- D. *The Solid Waste Department will collect the trash, recycling and yard waste (if applicable) containers at the start of the suspension and redeliver them on the expected date of return.*
- E. *The residence for which the suspension has been approved shall remain vacant during the suspension period.*
- F. *Service will automatically be reactivated at the end of the approved suspension period, unless a request for an additional period of temporary suspension has been requested and approved by the City Manager or designee prior to the automatic reactivation. Failure to request an extension prior to the reactivation date will result in the resumption of the monthly solid waste fee. Continuation of a suspension of service after reactivation requires a new "Temporarily Suspend Garbage Service Application" to be filed with the appropriate fee.*
- G. *When a suspension is active, the customer may not use any other city trash/recycling/yard waste services, including someone else's container or bulk service.*
- H. *No credit will be issued should customer fail to submit and complete the "Temporarily Suspend Garbage Service Application."*
- I. *Partial or retroactive payments of monthly fees are prohibited.*

193-25. Suspension Fee

- A. *At the time of the suspension request, the following service fees shall be paid by the customer:*
(1) A fee of \$35 for removal and storage of the container(s).
(2) A fee of \$35 for redelivery of the container(s).
- B. *Service fee shall be paid at the time the "Temporarily Suspend Garbage Service Application" is submitted to the Customer Service Department.*

193-26. Noncompliance, Violations and Penalties

- A. *Noncompliance of this article will result in the immediate reactivation of the solid waste services.*
- B. *The account will be billed the full service fees for the entire suspension period and a \$100 account reconciliation fee assessed for noncompliance.*
- C. *Violations and Penalties set forth in Section 193-6 shall also apply to Article VI.*

SECTION 3. Dates.

Introduction 02-23-2014

Ordinance is effective ten days after adoption.

From day one in his new position as city manager, Mr. Medlarz has been working with city staff to update the solid waste management code. The amended ordinance addresses several issues encountered by customers over the holiday season. With the city manager's experience and input from employees, a final draft has been prepared and is being presented for introduction.

Mr. Medlarz feels this ordinance addresses the concerns that both council and residents have expressed.

He said the ordinance adopted last year was not working because customers were required to call in order to have bulk or large items picked up. As a result, sofas, chairs, appliances, etc. were being left on the curb. It became such a problem that our crews are now picking the items up despite not being in compliance with the ordinance.

Council commented their intent was never to allow these items to remain curbside and wanted those customers taking advantage of the system to pay their fair share. They will be tagged and if it occurs again, the items will be removed and additional trash containers issued. The customer will then be billed accordingly.

The additional containers will be billed at a slight discount because of the economy of scale considering the truck and crews are already on site.

He recalled when Mr. Pikus contacted him with problems regarding multi-unit complexes in the same ownership. In reviewing the ordinance, a couple complexes were still being billed under the previous ordinance which had not been in effect for a couple years. Mr. Medlarz spoke with each complex owner/manager and determined their concerns involved the deposit. Presently there is no deposit on trash and a renter can move out and leave a \$200 clean up bill which the city is unable to recoup.

Though everyone is on board with the trash deposit for tenants, Mr. Medlarz pointed out the owner has an equal interest with the city because they want their multi-family complexes kept clean and orderly. Therefore, an exception was made for persons moving to a multi-unit complex because the owner/manager will most likely clean it up before the city arrives. In the case of a single family home, the owner would most likely depend on the city as a solution to a substantial amount of trash left by a tenant versus taking it to the transfer station.

The holiday schedule was also changed. Street Supervisor Norman Brady confirmed that his staff is willing to work on some holidays to prevent the cumbersome schedule changes that have created a lot of questions and telephone calls in the past.

He pointed out there has been a lot of interaction between property owners, residents and staff and Mr. Medlarz feels this is a good document.

Mr. Pikus said he spoke with the Randy Marvel who owns the larger multi-family complexes and he is extremely satisfied and appreciated the work and effort that went into the ordinance.

Mr. Brooks expressed concern that the trash crews are getting the proper breaks during the extreme cold weather we have recently encountered. The city manager said he has discussed this with Superintendent Tim Webb who assured him he was taking care of them.

NEW BUSINESS

Approval/Modified and New Job Descriptions:

GIS Tech Position

Planning/Economic Development Position

Electric Superintendent

General Public Works Superintendent

GIS Tech Position

The city manager reported that some changes and modifications were needed to some current job descriptions, in addition to a new description for the planner/economic development position which is a combination of two previous positions. This significantly modifies the locator position by adding new responsibilities.

Mr. Medlarz explained the GIS Tech Position will take the city into the 21st Century in terms of mapping for the city. Currently the city has no mapping capabilities other than some electrical components. All other work is handled by our engineers and the city manager feels Milford is large enough that we should have this data available both in the field and in the office.

This is a rewrite of the utility locator position which is currently vacant. If we had a staff member with this ability and the application had been developed, a utility employee could pull up to a construction site and pull up our GIS data base layer and accurately locate the utilities.

He noted that it must be within an 18-inch error tolerance so it is important to be as close as possible to prevent any liability.

This employee will work closely with and be supervised by the planning coordinator.

Both the electric superintendent and the city manager support the new position and believe it will benefit the city into the future.

Mr. Medlarz hopes to have a fully functional GIS layer for at least the electric within the next year. Our engineers should be able to help import a lot of the data they have collected. He expects both applications to be up and running within the next two years.

The city manager confirmed we are presently using Davis, Bowen and Friedel to handle both the utility and civil engineering aspects. Each department handles its own locates right now using paper. This person would maintain and update the data base as needed.

Mr. Medlarz confirmed the current budget includes a locator which is presently vacant. This position will most likely not be filled until close to July.

Mr. Pikus moved to approve the amended job description and title to be known as GIS Technician, seconded by Mr. Brooks. Motion carried.

Mr. Medlarz said that now officially allows him to start looking for someone to fill this position.

Planning/Economic Development Position

The city manager recalled this position having been discussed for at least two years. The position involves dual duties of a planner and some economic responsibilities. It is a complex position with a number of obligations. The description requires GIS capabilities because Mr. Medlarz feels that is an essential tool in the planning world today.

This person will also oversee the GIS Technician.

They are currently in the hiring process and at the interview stage. Mr. Medlarz needs approval of the job description before an offer is made to an applicant.

The city manager emphasized this is another general fund position with very limited financial resources.

Mr. Pikus asked if a job description has been written highlighting all these duties; Mr. Medlarz pointed to the job description included in the packet.

Mr. Pikus asked if there is someone who can handle the multi-task duties; Mr. Medlarz says he hopes so.

Mr. Mergner asked who handles these tasks at this time. The city manager said Mayor Shupe handles a portion of the duties and Mr. Medlarz handles many of them. Mayor Shupe added they frequently work together to accomplish many of the duties.

Mr. Pikus said the funding for this position was originally supposed to be paid from the economic development fund. Mr. Medlarz explained this position is partially funded through the general fund and partially funded through the economic development fund. He plans to present this in the next budget as a partial enterprise expense and partial general fund-funded position. He explained the economic development side is a supporting role and not the lead role.

Mr. Pikus likes the concept.

Mr. Medlarz emphasized this position is already a funded position. A candidate may not start for a couple more months so we are well positioned to make a decision. If unable to find the right person, he will continue to look in lieu of hiring two different people.

Mr. Grier said he is fully supportive of the dual roles as has been discussed for several years.

Mr. Grier moved to approve the job description for the Planning/Economic Development Position as presented in hopes of finding the appropriate candidate being hired as quickly as possible, seconded by Mr. Gleysteen. Motion carried.

Electric Superintendent

Mr. Medlarz advised that he found an error in the current job description which was triggered by the changes made to the Public Works Superintendent. The line of responsibility and reporting person for the electric superintendent were left out of the description. Therefore, new language was added stating that the electric superintendent reports to the city manager.

No other changes were needed.

Mr. Grier moved to amend the Electric Superintendent job description in that he reports directly to the city manager, seconded by Mr. Brooks. Motion carried.

General Public Works Superintendent

The last job description changes the Public Works Director position to a Public Works General Superintendent. Previously, the electric superintendent, though the language was not in the job description, reported to the public works director.

With the change in the Public Works Director's job description, all superintendents, as well as the planning coordinator, will report to the city manager. That removes one layer of administration and is more streamlined in a more competitive environment.

Mr. Medlarz advised that this was written based on his previous public works experience. Though the electric superintendent does not report to this individual, he expects them to work in close coordination.

Though there are a lot of responsibilities, the position will not stand alone if hard decisions have to be made which will be with the assistance and guidance of the city manager.

The electric superintendent will be responsible for electrical mapping and the general public works superintendent will be handling the general public works mapping.

He has a vision that in two years, the city will have functional mapping and two superintendents that work closely on the mapping side as well as the coordination on the planning side.

When asked how quickly this position will be filled, Mr. Medlarz explained it would be great if someone qualified would walk through the door after the new fiscal year begins.

He noted that in this fiscal year, there were two key administrative level positions unfilled for almost the entire year (planner and public works director). That does not mean there has been a savings, because a project is always popping up which means that money has been spent.

Mr. Gleysteen moved to approve the Public Works General Superintendent, seconded by Mr. Pikus. Motion carried.

Airport Road Repair Status Update

Mayor Shupe recalled the letter the city manager and he drafted to be sent to Milford's legislators expressing concerns about the proposed reductions of funds by Governor Markell. In that letter, the need for repairs to the Airport Road was

stressed. As a result, the mayor wanted to give council an update on Airport Road and what should be expected in the near future.

City Manager Medlarz recalled previous discussions that the Community Transportation Funds (CTF) are crucial for this project. Without that and Municipal Street Aid (MSA), which is also under consideration for reduction, the city would have difficulty making these repairs without issuing long-term debt. He does not recommend issuing long-term debt for only one road project.

In order for council to consider a road debt project, it would need to be well balanced within the city.

Mr. Medlarz stressed the importance of legislative support and has already talked with two of our legislators. He hopes city council has heard from our legislators as well. They are asking for some patience because they are in the budget process and do not want to jump to any conclusions.

The city manager does not expect a commitment from any of the legislators until they see what is happening to CTF and MSA. However, we need to continue working to prevent any major reduction. The city manager plans to be at all league and SCAT meetings where he can talk with our legislators.

Under councils' authorization, he contracted with John D. Hynes & Associates, Inc. a geotechnical firm out of Salisbury who conducted pavement and subsoil borings to identify the structural deficiencies of the road. Mr. Medlarz explained that in a cracked pavement environment, as soon as the moisture gets into the subsoil, there is not enough pavement strength on top to avoid flexing which creates alligating from the freezing and thawing effect.

He added that continuous frozen conditions are better than freezing and thawing processes which creates much more damage. The city manager is hoping there will be less damage as the weather warms up this spring.

He, along with our city engineers and some paving contractors, will put together a budget to work on the worst sections this year. That will be presented to council and once that is authorized, they will share the information with our legislators.

Our legislators are anxious to know the cost, though we are unable to provide that at this point because we want to ensure it is right.

When asked if the whole road will be done, Mr. Medlarz stated that any pavement that has not flexed by now should wait. It will end up looking like an extremely large checkerboard though it will be functional and safe.

Mr. Brooks recalled when Mr. Medlarz was city engineer and had a three to five-year road improvement plan. The majority of our streets were in good condition because the issues were addressed before they became a problem.

Mr. Medlarz said that once this is addressed, we will look at all the roadways and decide whether or not a three or five-year plan is needed. Financially, we cannot afford anything else at this point but need to keep our legislators focused on this matter.

Potential Fire Siren Elevation Change

City Manager Medlarz then recognized Fire Chief Duane Fox who was in attendance.

He reported the city continues the mediation process between residents and Carlisle Fire Company regarding the downtown fire siren. Two options are being considered; one is a change in elevation to the top of the water tower which would eliminate some of the reflecting sound off the downtown buildings. The city manager has contacted Southern Corrosion who is the maintenance company for our storage tanks. A quote has not yet been received.

The second possible option is a "blackout" during the late night hours.

The fire chief feels that the elevation change would not adversely impact the siren and may actually benefit it.

Mr. Medlarz explained that we would be moving a fire alarm siren from a general fund item to an enterprise fund structure and asked which fund is responsible.

He noted that if the siren were at the 125-foot level, the sound will not be hitting the walls of the buildings adjacent to the siren. Therefore, there will be no reverberation as is currently heard when you are outside.

The president and chief have agreed to discuss the blackout period with the board though no promises were made.

As an engineer, former fireman and as the city manager, Mr. Medlarz is able to see all sides. He tries to make our citizens understand the fire company does not do this because they want to be a problem in downtown Milford. After the first two-hour meeting, everyone was better educated in understanding the needs of the fire department and the purpose of the siren.

Carlisle Fire Chief Duane Fox then confirmed there are two working sirens. One is on Marshall Street and the other is down from city hall on Pearl Alley.

Mr. Medlarz confirmed the Marshall Street siren is lower than the one downtown.

He said the fire company has agreed that once they have a fair chance to evaluate a fully elevated unit, Fire Chief Fox may decide not to utilize the Marshall Street siren.

Mr. Medlarz clarified that the sirens belong to the fire company though they are the responsibility of the city.

The city manager will bring the issue back before council, but wanted to inform council what is occurring.

Mayor Shupe thanked the fire chief for informing our citizens that the sirens do not necessarily alert other fireman, but to alert citizens there will be emergency vehicles throughout the city.

Authorization/Customer Service-Former PNC Building Renovations/Reisinger Contract/Change Order 3

Mr. Pikus asked why we are not done with this; Mr. Medlarz pointed out this project began before his tenure. Mr. Medlarz said he is presenting the change order that he discussed with Mr. Carmean.

Mr. Medlarz said he was going to bring Mr. Carmean to the meeting to discuss it; Mr. Pikus feels Mr. Medlarz should have.

The city manager stated that he was at the PNC building last week along with Mayor Shupe and other city officials. One of the compressor units did not sound right and it was determined the unit froze up over the weekend. He will have it repaired though it will not need a change order. Electric Superintendent Rick Carmean feels it is better for us to use the mechanical contractor the city has on call for the repairs rather than issue another change order.

When questioned, Mr. Medlarz recalled Change Order 3 was authorized by the former city manager. He explained that once city staff began visiting the building, they saw things that needed to be changed. He said that we could have hired the best architect in the world, but it is difficult for staff to fully comprehend the layout from the drawings. Once it was built, they began expressing concerns about such things as the lack of a counter divider or outlets that were needed for adding machines, etc.

Mr. Medlarz recalled when he was the city engineer, he would come in with change orders and council might ask him what he would do if council voted no. Depending on the amount, sometimes he would tell them he would have to pay for it. In this case, if council does not approve it, Mr. Carmean will have to pay for it though Mr. Pikus said that he would not pay for it.

Mr. Pikus then stated that the city set aside \$2 million to build a new billing office on the river; Mr. Medlarz pointed out it was not that much. Mr. Pikus said it was very close to \$2 million and asked if Mr. Medlarz had the exact figure. Mr. Medlarz said no though there seems to be a lot of numbers floating around. The \$2 million Mr. Pikus mentioned is the

highest he has heard. However, the lowest number he has heard is significantly higher than what is being spent on the refurbished customer service center here.

Mr. Pikus pointed out it was part of the bond issue.

Mr. Medlarz reiterated this occurred before his time. He said the lowest number he has been quoted for the new customer service center is more than double the \$357,000.

He offered to get Mr. Pikus the numbers as they were historically developed from the finance director.

Mr. Brooks recalled the city hiring experts to investigate the building before the city purchased it. They reported what needed to be done and what was in good condition. Their overall opinion was it was a good purchase for \$600,000.

He then reminded council of the most recent renovation of city hall at a cost of \$2.7 million.

Mr. Medlarz noted that he and Rick Carmean made a decision to pay for any other issues by using city staff or other parties versus a change order.

He believes there could be a problem with the gutters because the small walkway between the buildings is fully iced over as a result of dripping gutters. Fortunately no leaks have been observed inside. He said that these issues should have been addressed and now that we are aware of it, we cannot ignore it—particularly the icy walkway.

Because the duct work for the electrical conduit does not meet fire code, it will need to be added to the punch list. Mr. Medlarz expects there will be some discussions with the contractor who will say some of these issues were existing conditions because the PNC Bank had fully operated the electrical services.

Mr. Medlarz wants to make sure everything is addressed correctly to prevent any potential liabilities later on.

Mr. Pikus asked when we will get to move in though he understands all of these things need to be fixed. Mr. Medlarz said the electric walk thru is tomorrow and the fire marshal inspection is Wednesday.

Mr. Medlarz then noted that we still need telephone service because that was not included in the contract.

Mr. Pikus said he cannot believe we have no phones; Mr. Medlarz explained we do not have a phone service provider.

Mr. Pikus moved to authorize Reisinger Contract Change Order No. 3 be paid from electric reserves for continued renovations to the Customer Service Office/former PNC Building, seconded by Mr. Morrow. Motion carried.

Approval/Hickory Glen-Preliminary Plan (Major Subdivision) One Year Extension

Phillip Tolliver, Principal of Morris and Richie Associates submitted the following request:

On behalf of our client, Eric Dunn of Dunn Development, and in regards to the above referenced plan, we hereby formally request a twelve (12) month extension for the previously approved Preliminary Plan. The Preliminary Plan was previously granted approval by the Milford City Council on February 24, 2014, and is therefore scheduled to expire on February 24, 2015 in accordance with Section 200-4.A(5) of the City Subdivision Ordinance. We have been diligently working on developing the construction plans related to this project and this 12-month extension is necessary in order to obtain all necessary State, County, and City approvals related to the final engineering plans.

Mr. Medlarz advised that City Engineer Erik Retzlaff is present and is familiar with this situation. Also in the audience was Phillip Tolliver.

The city manager reminded council this subject is on the western side of Milford in the area of Baltimore Air Coil. It is part of the infrastructure study that includes Homestead, Draper Farm and Crop Production Services and the Hickory Glen Subdivision.

The study is in draft form and has been shared with Mr. Tolliver who is considering the options.

The planning commission felt that the extension is warranted.

Mr. Medlarz hopes that next time we see this development, he hopes to be presenting the public works agreement versus another extension.

Once all entities have reviewed the study, a proposed cost share arrangement for utilities extensions in the northwest corridor will be presented for council approval.

Mr. Morrow moved to approve a one-year extension of the Hickory Glen Preliminary Major Subdivision Plan, seconded by Mr. Brooks.

Motion carried with Mr. Gleysteen casting the one dissenting vote. Mr. Gleysteen said he feels that one year is sufficient for what they have gone through already.

Bid Award/Milford Water Treatment Facility Award

Brandon Kohler, Project Engineer of Davis, Bowen and Friedel submitted the following recommendation:

The bids for the above referenced project were received on February 19, 2015. We have evaluated the bids and the associated documentation submitted by each of the Contractors and all documentation is in order. Please find enclosed a tabulation of all of the bids received. Based on our review of the bids we recommend that the Contract be awarded to Kuhn Construction Co. Kuhn Construction Co.'s total base bid is \$613,750.00. This Recommended Bid is within the City's proposed budget for this project.

Mr. Medlarz emphasized this is associated with the water tank. There were clarifications to the specifications issued and he felt the bids were very competitive.

The city manager is pleased to report that the recommended bid comes in below the budgeted amount for this project. Mr. Pikus was pleased adding that is a good situation that the city has not been in for a long time.

Mr. Medlarz said the installation for the piles has been challenging and the test pile actually failed under load at 60 tons versus 80 tons. The city has an obligation which could be the difference between our budgeted funds and the lowest bid. Additional lengths were included in the bid which he agrees is reasonable because it is needed to protect both parties. He will bring that issue back to council.

Mr. Medlarz supports the engineer's recommendation which is a conditional award based on USDA's concurrence.

Mr. Pikus moved to conditionally award the bid to Kuhn Construction Company in the amount of \$613,750.00, seconded by Mr. Morrow. Motion carried.

ADJOURN

Mayor Shupe adjourned the Council Meeting at 8:52 p.m.

Respectfully submitted,

Terri K. Hudson, MMC
City Clerk/Recorder

MILFORD CITY COUNCIL
MINUTES OF MEETING
March 9, 2015

A Meeting of the Economic Development Committee and Finance Committee was held in the Joseph Ronnie Rogers Council Chambers at Milford City Hall on Monday, March 9, 2015.

PRESIDING: Economic Development Chairman Garrett Grier*

IN ATTENDANCE: Economic Development Committee:
Councilman James Starling
Councilman Chris Mergner

Finance Committee:
Chairman S. Allen Pikus
Councilman Douglas Morrow
Councilman Garrett Grier*

Mayor Bryan Shupe and Councilman Owen Brooks, Jr.

City Clerk Terri Hudson

Chairman Grier called the joint committee meeting to order at 6:31 p.m. in regard to a recent request for funding. He advised that Mayor Shupe, Councilman Pikus and he met with the Milford Aquarium President William Pilecki and members to discuss the city providing funding in the amount of \$46,000 for a professional business plan. At that time, the group asked them to bring it before their committee.

President Pilecki reported the program started approximately four years ago through the Economic Development Advisory Panel. During the meetings, there were various talks of ways to bring more tourists to Downtown Milford. Mr. Pilecki recommended an aquarium be considered. He said it was discussed for a while and City Manager Carmean, Economic Development Committee Chairman Grier and took a trip to a regional sized aquarium in Long Island because the town was similar to Milford both in size and its proximity to a beach destination.

The city then decided a feasibility study was needed. After that study was reviewed, a team was created to investigate the interest in the community. That team consisted of Mr. Pilecki and several members of Economic Development Advisory Panel Committee. They filed for nonprofit status with the IRS and received that status in fall 2013, retroactive to August 2012.

In the fall of 2013, the team began a fundraising effort, membership drive and community awareness. Since that time, over sixteen events have been held for the Milford Aquarium. It now has approximately 250 members and 24 corporate sponsors and has raised over \$9,000. They have created a website and the project is moving forward.

It is at the point a business plan is needed. Originally, the basic business plan in the amount of \$7,500 was being considered. Sufficient funds were raised to cover that cost though it was later recommended a full business plan would be more appropriate and make it easier to raise funds throughout the community. They have been trying to raise those funds since that time. According to Mr. Pilecki, it is a challenge to raise large dollars without the business plan. He reiterated that more than \$9,000 was raised though they now need \$46,000 to pay for the recommended plan.

He is here to ask the city to participate in the funding of that plan. They have enough funds for the down payment and they continue to pursue additional funding. However, they cannot do this on their own.

Mr. Pilecki said he has talked to Pete Renzi, Director of Operations at IG Burton, whose letter of support is included in the packet. Mr. Renzi has worked closely with group for last several years.

He noted that the owners of Abbotts Grill are also in attendance. They have been discussing the catering operation which he emphasized will be a significant part of the aquarium sustaining itself. Mr. Pilecki said that in most cases, aquariums do not break even with entrance fees and additional funding sources are needed. The catering option would be a significant

funding source. They would be a business opportunity for Abbotts Grill, but they could also consider other restaurants in the area who may need a larger venue than their restaurant may be able to handle.

Mr. Pilecki then introduced Patrick Bailey to discuss the educational component of the aquarium.

Mr. Bailey said he is a kindergarten teacher in the Milford School District and represents a lot of the educational partnerships they are working with to establish with the aquarium. Part of the feasibility is based on the educational programs it offers.

He reported that Delaware recently adopted the Next General Science Standards (NGSS). He explained those standards are based on principles in science and engineering, crosscutting disciplines such as biology and crosscutting curricular activities used in writing, math, reading and science. The implementation of the NGSS is supposed to happen within the next three years. The state is working toward that though they are also working on the adoption of the Common Core Standards for math and reading standards. Mr. Bailey feels this leaves a great opportunity for programming from the aquarium to step in.

Mr. Bailey said, as a kindergarten teacher, he teaches three different science subjects. Two will be replaced and one will remain. What is exciting for him as a science teacher is biodiversity and eco systems which will replace one of the science standards and also aligns with the programs the aquarium can offer.

He likes to look at science and education not just as economic development, but as community development, as well as the ability to increase the cultural capital in the city.

Mr. Bailey referenced a study from two Connecticut schools who partnered with the Maritime Aquarium. The schools were having a lot of trouble retaining students and math, science and reading scores. They worked with the Maritime Aquarium to develop hands-on science education.

From 2008 to 2010, they saw an increase at both schools of over 7% and an increase in their statewide testing for science. He said the most exciting part was writing, reading and math standards also increased. The retention of students increased as a result of the premier and exciting opportunities for students who then wanted to remain in those schools.

Mr. Bailey explained this is a program they would like to develop in Milford. It would allow hands-on science experiments, develop a partnership with the schools, but also inspire Milford's students to be interested in science. He said kindergarten teachers know that kindergartners work harder when they are interested in something. He noted the same thing is true for high school, middle school and other elementary students.

They are currently working on developing partnerships with the University of Delaware and have talked with Marine Education Specialist Chris Petrone on science education within the school districts. They are also working with the Delaware State Science Coalition and have received their endorsement.

Mr. Bailey said they also want to work on developing educational practices. As a teacher, he knows there is a lot of good research on reading. If the research on math, science and writing was combined, there would be more research on reading versus science and math combined. One of the opportunities they hope to develop is Best Practices in Education and help to expand that throughout the State of Delaware.

Mr. Pikus asked if the aquarium group has contacted the University of Delaware College of Marine Studies; Mr. Bailey said they are working with Chris Petrone, whom he mentioned earlier. Mr. Pikus asked if they are willing to step to the plate because they have all kinds of grant money. Mr. Bailey explained that Mr. Petrone is willing to work with the aquarium to help develop the educational programs. He added they are helping with some grants through the Sea Grant Program.

Mr. Pikus asked if they have offered any funding; Mr. Bailey said not as of this time which Mr. Pilecki confirmed.

Mr. Pikus recalled several years ago, a group of people came up with a concept for an aquarium in the Lewes area. At the time, they contacted Governor DuPont and the response of the College of Marine Studies was it would not be economically feasible in relation to its annual maintenance costs. The plan was to put the aquarium on the Marine College Studies site

where there was a great deal of free land available and a very suitable site.

Mr. Bailey reiterated this is a golden opportunity for the city because our students will be inspired by the opportunities and education received. He pointed out that the educational program would consist of pre-service education for teachers and students. They have a great way of social networking through SKYPE and interfacing through technology and want to increase that. The students would be working on projects before they arrived at the aquarium. They are currently working on research practices that would allow students to interact and start working on writing, math and reading projects before they would enter the facility.

Mr. Grier asked what type of funding plan is being considered for the educational component once the aquarium is built; he asked if that is something students are learning through the school and if they would support that program. Or, would the revenues from the aquarium, catering and other funding support the educational component. He emphasized there will be an obvious expense associated with those programs.

Mr. Bailey stated that what he knows from field trips and similar activities, it will have to be paid by the district. They are developing an educational package that they will sell to the school. In addition to the field trips, they will receive supplemental materials.

Mr. Brooks pointed out that other organizations have requested funding assistance who were informed the city is unable to provide donations or contributions. However, the city can provide in-kind services and Mr. Brooks asked if the aquarium would be interested in that type of assistance.

Mr. Pilecki stated that as this point, they are looking for a business plan. Once that is in place, he would be happy to discuss other possibilities.

Mr. Brooks asked about the location; Mr. Pilecki said they have discussed the Growmark property across from the current police department and a site near the old marina. He said that Kent County has offered piece of land in the area of the new Kent County Sports Complex. However, they prefer to stay local and the original goal was to be bring economic development to Downtown Milford.

Mr. Pilecki referred to Mr. Pikus' comment about the Lewes aquarium recommended a few years ago and they felt it would not be profitable or sustainable. He said one of the issues they are very sensitive to is sustainability. Their plans are to have a regional sized, sustainable aquarium. He said education, catering and tourism would be separate components.

Mr. Brooks recalled when Mr. Pilecki last spoke he mentioned \$60,000 was needed; Mr. Pilecki stated they are proposing a business plan be done by a professional company in Massachusetts at a cost of \$46,000. The aquarium group has the 20% down payment and they are asking for the 80% balance.

When asked what the business plan will encompass, Mr. Pilecki advised that Mayor Shupe has two copies of the proposal he can share with council. The company has done work with the Baltimore, Virginia Beach and Camden, NJ aquariums. He said they are experts in this area and the reason they choose them.

When asked if there were any other proposals, Mr. Pilecki said they also obtained a proposal from a company out of Pennsylvania. They met with them several years ago. They offered the \$7,500 basic plan which they could fund. However, they have been advised to go with the more complete plan.

Mr. Mergner asked who advised the aquarium group to do the more complete plan; Mr. Pilecki said he spoke with Mayor Shupe. It was his recommendation that before they did any other negotiating, he preferred to see the more complete business plan.

Mr. Brooks asked how many new jobs the aquarium would create; Mr. Pilecki stated more than one hundred full time and a large number of part-time employees. The business plan would determine the size of the aquarium and once that is established, they could determine the number of employees that would be needed.

Mr. Pilecki said he could guesstimate about the cost and believes it will be in the \$18 million range. However, it could be much lower but will be based on the size the consultants feel is adequate. They are talking about a 30,000 square foot facility which is much smaller than those in the surrounding states, but would be sufficient to handle the people traveling through Milford. He reported that currently, there are more than five million vehicles passing by Milford to go to the beaches.

He said that once these visitors come in Milford to go to the aquarium, they will visit downtown, the art community and the stores and restaurants. It would build up downtown Milford, increase real estate values in Milford and bring professionals into the area.

Mr. Grier asked the next step after the business plan is complete. Mr. Pilecki said he would go to the Delaware Community Foundation. He has met with them several times and once this is done, they will go to their major donors as a representative of the Milford Aquarium.

Mr. Grier asked if they agree the \$7,500 business plan is unacceptable; Mr. Pilecki commented that they prefer seeing the full business plan. He stated that worst case scenario is to go with the \$7,500 plan, but realistically the large donors want to see the complete breakdown which he cannot get for \$7,500.

Mr. Grier asked what the \$7,500 plan consists of and if it is similar to a feasibility study. Mr. Pilecki feels it is a notch above that and recalled the feasibility study cost the city approximately \$5,000.

Mr. Pilecki said his role from the Economic Development Advisory Panel was to determine whether there was interest in the community. They went to the community, then incorporated and became a nonprofit. They have 250 paid members and 24 businesses supporting this plan. He feels like he has done the initial job he was asked. He wants to move forward and believes it is a viable program that will help the city. He just needs a little help financially. He would like for the city to pay the 80% but if they feel something less is more appropriate, he would work the rest of the year raising the balance needed to make up the difference.

Mr. Pilecki emphasized that the \$9,000 they have is net. They have used some monies to pay associated expenses of going to several events. They have website expenses, accounting expenses and have to pay their bills. The aquarium is not in debt and he currently has another \$300 in membership dues that is waiting to be deposited.

When asked if any more money is committed, Mr. Pilecki said they are starting their campaign again in April.

When asked how much he feels he can raise; Mr. Pilecki feels another \$5,000 to \$10,000 though he thinks he can push toward \$20,000. If he can get \$25,000 to \$26,000, he will continue moving forward. He said he is over 70 years old and cannot put another four or five years raising money for the business plan.

Mr. Grier asked if they have applied for any grants they are waiting on. Mr. Pilecki said that will happen after the business plan is completed. They applied for almost twenty grants last year; the largest grant received was \$1,000. The largest applied for was a \$30,000 USDA grant and based on the demographics of the city, it was denied. Milford did not have enough diversity nor a high enough unemployment rate in comparison to its size.

Mr. Pilecki said there are other grants he plans to apply for and is confident he can raise more money. He said he is willing to go 50/50 but needs to be able to see some kind of end result.

He noted that the owners of Abbotts Grill are in attendance and asked them to speak.

Laura Burton said she is on the Milford Aquarium board and the event coordinator as well as part owner of Abbotts Grill. She noted that everyone in this room is all about bringing more business to Downtown Milford. She has seen it grow since she has been involved with Abbotts. She feels like the aquarium would be a great attraction and would draw local people and tourists. It would be a great place for children to go during the summer. It would be a great place for educational meetings, weddings, rehearsal dinners, cocktail parties and showers and what is most important, it would provide something different from any other venue in the State of Delaware.

She feels it would be a perfect educational field trip for schools from throughout this area.

Ms. Burton finds the whole concept very appealing.

Mayor Shupe said he has been talking with Mr. Pilecki for a long time about this project. He thinks if it could happen, it would be fantastic for the Milford community. If we had a private investor right now who agreed to sign on tomorrow, then we could talk about some potential sites and economic development funding.

When Mr. Pilecki came to him, Mayor Shupe told him a business plan was needed before any money could be given by the city or any city land discussed. In turn, he came back and asked for the city to pay for the business plan.

The mayor agrees it would be a great way to get people into Milford. However, the decision is whether or not it is the right use of \$46,000.

Mr. Pikus said this is all a venture and first of all, the city has no land to set aside for them right now. The aquariums that were mentioned and the one visited by Mr. Pilecki, Mr. Carmean and Mr. Grier, all had foundations and it may have been the DuPont or Rockefeller foundation. Those foundations put up the front money or had investors that came up with millions of dollars. He suspects this will cost \$20 million and another \$3 million a year to maintain.

Mr. Pikus said the aquarium group needs money to get this kicked off and they are having a difficult time and have been working on this for four years.

Mr. Pilecki pointed out they have only been a nonprofit officially for almost a year and a half. Mr. Pikus recalled when Mr. Pilecki came before council several years ago when it was originally started. Mr. Pilecki agreed the project was started in 2010.

Mr. Pikus asked if they could provide something with more foundation to it. He said he asked Mr. Bailey about the College of Marine Studies who have millions of dollars in their foundation. He asked if they are pushing this or are they asking for it to be built and then would be willing to work with them and endorse it. Mr. Pikus agrees it is a great idea and everyone will endorse it.

Mr. Pilecki reiterated that everyone will endorse it, but their problem right now is getting past the business plan. They have been raising money and have filed for a number of grants the last year. The largest grant received was \$1,000. They have received a contribution of \$2,000 from Artisan Bank, followed by two \$1,000 donations. Artisans Bank is their biggest supporter right now and has contributed a total of \$4,000.

Mr. Pilecki reminded Councilman Pikus of his earlier statement that he is willing to go 50/50. He is willing to take the next year to pursue grants to raise half of that. Otherwise, it will take years to get the full amount. If the city is willing to contribute \$23,000, he will pursue the other \$23,000. However, he wants a commitment from the city they are willing to match the \$23,000. He needs to be able to see some end and is unable to slowly raise \$9,000 or \$10,000 a year. He is looking for major support and has a number of businesses that have donated.

Mr. Pilecki stated that he needs someone to say this will benefit them long term and they are willing to invest a substantial amount to make it happen. He has also told Mr. Pikus that if this moves forward, one of the things they can do is include a tax or similar fee to every ticket sold so that some revenue comes back to the city. He is sure that is doable whether it is at the city level or whether they will need to go to the state to get approval.

He feels that potentially adding 50 cents to a ticket will bring in anywhere from \$100,000 to \$200,000 which can go back to the city for economic development or some other area.

Mr. Pilecki said that the 200,000 who will visit the aquarium annually is a low number but very doable considering that 5 million people a year pass Milford every year going to the beaches. He feels that pulling 200,000 people out of that 5 million would provide \$100,000 a year in the city coffers thanks to the aquarium.

Mr. Pikus pointed out there is a need to pay for the aquarium but these numbers are raw numbers. Mr. Pilecki agrees but emphasized that we will not get to it if people do not believe in the concept.

Mr. Grier emphasized that everyone believes in the concept. Mr. Pilecki said there are 250 people that have put up money through membership renewals. He received a letter from a person in Arlington, Virginia who was paying his \$10 renewal and suggested that something be added for additional donations. He then sent a check for \$100. He just had IG Burton send \$100 when they renewed their corporate sponsorship.

Mr. Brooks asked exactly what the \$46,000 provides; Mr. Pilecki explained the complete professional business plan and referenced the thirty-page proposal available to read. Mr. Brooks asked if they have chosen a business who will build the aquarium. Mr. Pilecki said yes and announced the company is Marine Scape from New Zealand. Mr. Brooks asked once this is done, how much it will cost the city. Mr. Pilecki said that will be included in the contract. He said he is not looking for money from the city for the construction. He has federal guaranteed bank loans from several banks who are interested in putting up millions of dollars. He said he also has the USDA, the Labor Department and other federal agencies that are willing to work with them.

Mr. Grier asked if any of these banks have an interest in financing the business plan; Mr. Pilecki said they supported the aquarium when they were trying to raise the \$7,500 which was accomplished in a year. At that point he was ready to go with that plan, it was recommended they go with the full business plan. Because of that, it went from \$7,500 to \$46,000 overnight. He has not gone back to them and instead came to council to discuss the possibility because this is where the request started. Economic development is where this whole idea originated according to Mr. Pilecki.

Mayor Shupe clarified that was under the economic development advisory panel.

Mr. Pilecki reiterated this is where it all started and he is trying to work with the city for the benefit of the city. He said he gains nothing from this and has put five years of his life into this. He further explained that he, as well as the other board members, put money into this project every year. They get nothing out of it other than a few expenses covered; most of his expenses are not covered.

Mr. Morrow said he came in late and apologized, but if the aquarium group is willing to raise \$23,000, he has no problem committing to the other \$23,000. He emphasized that Mr. Pilecki will need to raise the half which to him means they have someone who is very supportive of the project.

Mr. Morrow noted that typically we match 50/50 but if Mr. Pilecki is unable to raise the \$23,000, the city will not be out anything.

Mr. Pikus agrees we could set aside \$23,000 in the economic development money and when Mr. Pilecki comes back with his matching funds, a motion could be made to match it. We could then write a check for \$23,000 instead of the \$46,000.

Mr. Pilecki said he is willing to do that but needs some confirmation from the city.

Mr. Morrow then moved that the Economic Development and Finance Committees recommend to council that \$23,000 of the economic development funds be set aside for two years as match money for the \$46,000 business plan requested by Milford Aquarium, Incorporated, and that \$23,000 must be raised by Milford Aquarium within the two-year period, seconded by Mr. Starling.

On the roll call vote, motion carried unanimously as indicated below:

Economic Development Committee:
Chairman Grier - Yes
Councilman Starling - Yes
Councilman Mergner - Yes

Finance Committee:

Councilman Morrow - Yes
Chairman Pikus - Yes

Mr. Pikus then told Mr. Pilecki to go to work.

With no further business, the Joint Committee Meeting of adjourned at 7:13 p.m.

Respectfully submitted,

Terri K. Hudson, MMC
City Clerk/Recorder

Attachment: Business Plan Proposal

December 10, 2014

Mr. William G. Pilecki
President
Milford Aquarium Inc.
P.O. Box 1198
Milford, DE 19963
By Email: Milfordaq@aol.com

Re: Proposal for a Business Plan for the Milford Aquarium

Dear Mr. Pilecki:

It was a pleasure to speak with you and learn about your group's plans for an aquarium in Milford, Delaware. ConsultEcon, Inc. is pleased to present this proposal to prepare a business plan and evaluation of economic impacts for the Milford Aquarium.

This transmittal includes a description of our firm, proposed scope of services for the market and economic evaluation of the proposed project, optional tasks, fees and timing and contractual issues. Attached to this proposal we have included further background information about our firm and experience, and selected relevant white papers.

DESCRIPTION OF THE FIRM

ConsultEcon, Inc. was founded in 1991 as The Office of Thomas J. Martin to provide services to clients in the areas of project and plan concept development, evaluation and implementation in the fields of visitor attractions and tourism development. Our firm builds on the long experience of the principals in these areas, with special expertise and experience in aquariums, science museums, discovery centers, zoos, and other not-for-profit attractions; and in preparing tourism development strategies for various cities, counties and regions. The staff of ConsultEcon, Inc. has conducted over 750 studies including business plans, market and financial feasibility studies, operations analyses and economic impact studies for existing and proposed visitor attractions. We have completed over 80 assignments for new and existing aquariums, including feasibility studies, master plans, business and implementation plans, pre-opening plans, and economic impact analyses. Our aquarium clients include those in large markets, such as the National Aquarium in Baltimore, Adventure Aquarium in Camden, and the Virginia Aquarium in Virginia Beach, as well as aquariums in small markets, such as the Mississippi River Museum & Aquarium in Dubuque, IA, Mote Marine Laboratory in Sarasota, FL and the Maritime Aquarium in Norwalk, CT. In addition to our aquarium experience, we have local experience with visitor attraction planning in Milford's marketplace. We recently created a business plan for the proposed Fort Miles Museum at Battery 519 in Cape Henlopen State Park, a public private partnership between Delaware State Parks and the Fort Miles Historical Association.

ConsultEcon, Inc.

Our work in visitor attraction development typically focuses on issues related to visitation projections, facility pricing and marketing, operations, economic feasibility and project economic impacts. We generally work with client representatives as well as architects, engineers and other related professionals on new projects, project expansions and master plans. Our work sets the framework for other professionals in terms of overall visitation levels, seasonality of visitation, cost return trade-offs, and related issues critical to successful planning.

Our services include:

- ◆ **Market and Financial Feasibility Studies:** Evaluation of the market support for and financial feasibility of aquariums, zoos, museums, parks, and other visitor attractions.
- ◆ **Management and Operational Analysis:** Evaluation of management and operational aspects of programs and projects, and analysis of alternative organizational models.
- ◆ **Socio-Economic Impact Evaluations:** Analysis of the socio-economic impacts associated with project and program development.
- ◆ **Business and Master Plans:** Development of business plans and master plans for visitor attractions.
- ◆ **Project Implementation:** Targeted strategies for achieving project and plan implementation.

We maintain detailed industry data on an ongoing basis and call on our contacts and former clients in the attractions' industry to discuss their latest trends and emerging issues. Our substantial knowledge of market, financial and operational issues of visitor attractions nationally and internationally is the basis for our work. Our ongoing work and over 3,000 project reference files provide a vast body of information from which to draw comparable experiences, operating factors and to identify the approaches that are most effective. Our knowledge of the industry helps us to communicate effectively and efficiently with the client group, facility personnel and allied professionals. More information on ConsultEcon can be found on our website at www.consultecon.com.

SCOPE OF SERVICES

In order to assist you with this planning effort the work plan includes three tasks:

- Task I: Market Study;
- Task II: Operating Business Plan; and,
- Task III: Economic Impacts Evaluation.

Task I: Market Study

Task I-1. Project Initiation, and Review Project Objectives and Concept

Work in this task would focus on developing an understanding of the objectives for the Milford Aquarium, reviewing existing documents related to the project, and defining how the proposed attraction would be positioned in the marketplace. In this task, we will meet with you and other key project stakeholders, as appropriate, to establish more fully the context for the project. While in Milford, we would review the proposed sites as discussed in Task II below. We will review other changes and improvements in the local area that will affect future performance of the Milford Aquarium.

Task I-2. Review and Suitability of Proposed Sites

We will review the proposed site in Milford for The Milford Aquarium from a market and economic perspective. We will also review the alternative site and provide a comparison evaluation of the two sites. The issues we would focus on would be:

- ◆ Market scale, especially the population within a drive-time distance of each site, as well as access to tourists and other tourism destinations.
- ◆ Site accessibility, visibility and traffic counts.
- ◆ Development context, parking availability, tourism infrastructure, and adjacent and nearby land uses.
- ◆ Potential for collaborations with existing or proposed land uses.
- ◆ From a market and operating perspective the advantages and challenges of the proposed sites.
- ◆ The site potential, from a market and operating perspective, to develop a successful and sustainable aquarium.

Based on our review, we will send a site memorandum to the client group summarizing the site analyses. Based on discussions with the client group a preferred site alternative will be designated, and will be the basis for the remainder of the analysis.

Task I-3. Market Context

We will review the potential market segments for the proposed aquarium. This would include resident and visitor markets. Market segments might include:

- ◆ Local and regional residents
- ◆ School groups
- ◆ Destination visitors to the region
- ◆ Visiting friends and relatives (VFR)
- ◆ Pass-through or touring visitors
- ◆ Meetings and events

Task I-3a. Resident Market Evaluation - In this task, we will review and define the potential residential market reach for The Milford Aquarium, based on travel times and alternative activities. We would segment the residential market into primary, secondary and tertiary markets, as appropriate. We would analyze demographic characteristics of the markets including population, growth patterns, age profile and income. Beyond the resident market area, potential visitors will be evaluated in the tourism market analysis in the following task.

Task I-3b. Tourist Market Profile - In this task, we will review the visitor market segments to and through Milford, including group travel, pass-through, VFR's and general tourists by place of origin to the extent that data are available. Of specific interest will be tourists to Delaware's coastal areas. Issues to be investigated may include: place of origin, length of stay, trip activities, accommodations, spending patterns, demographic characteristics and other such factors which will influence tourist response to the Milford Aquarium. Absent comprehensive quantitative data, we will interpolate from existing data. We will interview representatives of organizations involved in the tourism industry to better understand trends and market opportunities.

Task I-3c. Competitive Context and Regional Attractions Mix, and Future Area Trends - In this task, we will review the competitive environment for the proposed Milford Aquarium including both existing and proposed projects. In this task we will review, as data are available, the current mix of attractions in the area, including annual attendance, admission pricing, exhibit content/visitor experience, programs, and other operating information. We will also review area trends and current and planned recreational and educational projects.

Task I-3d. Review of Select Aquariums - In this task, we will review select aquariums, as potential comparables for the proposed aquarium in Milford. The particular locational and facility characteristics of the comparables will be cross-referenced to enhance the understanding and analysis of the proposed aquarium's definition, as applicable. A concise summary of market characteristics, annual attendance, types of exhibits, location context, facility size, and ticket prices will be prepared, as data are available. Other operating data will also be obtained, as data are available, for the comparable aquariums to establish operating benchmarks. These data will be presented in summary tabular form, with a concise discussion of findings and lessons learned. We will also evaluate the location context of Milford with major aquariums located to the north and west in New Jersey and Maryland.

Task I-4. Attendance Potential and Market Right-Sizing

Based on the findings of the previous tasks listed above, the preliminary project description, the client's goals and ConsultEcon's attractions' industry expertise, attendance potential estimates will be made for the Milford Aquarium. A recommended ticket price for the aquarium will be established based on its size and characteristics, the competitive context and project sponsor's goals. Based on the aquarium's attendance potential, preliminary physical planning guidelines will be prepared to include capacity requirements

and to confirm the level of visitor services and parking required based on the market aquarium's potential ("right-sizing").

Task I-5. Market Memorandum Report

We will prepare a Task I memorandum report of our findings based on work prepared in Tasks I-1 through I-4. We will present our findings to the client group in person or via teleconference or video conference as appropriate.

Task II: Operating Business Plan

Task II-1. Refine Project Description

Based on Task I, as needed, we will support the client in refining the project's description as the basis for the Milford Aquarium's operating business plan.

Task II-2. Attendance Profile

The potential annual visitation to the Milford Aquarium will be evaluated by market segment, attendance mix (adult, children, and education group). Ticket pricing issues will be explicitly included in this refined evaluation of attendance potential. A five-year attendance potential analysis reflecting early year high attendance patterns, stabilized attendance and long-term growth potential will be prepared.

Task II-3. Revenue Potential

In this task, the revenue potential for the Milford Aquarium will be estimated. Optimum price levels will be determined based on physical capacity of the aquarium's preliminary program, the likely content of the visitor experience, seasonality, and the competitive context. These revenue projections will be input to the overall financial planning for the project. Based on our extensive experience in the visitor attractions' industry, and data from comparable projects and local conditions, we will estimate achievable per capita expenditures for associated retail / food service components of the aquarium, as appropriate, and develop assumptions regarding other potential sources of income i.e. education programs, events or facility rentals, upcharge opportunities, and memberships.

Task II-4. Operating Expenses

Operating expense projections will be based on the aquarium's size, program, and local factors for utility costs, personnel, benefits, etc. A prototypical personnel plan will be prepared including industry based salary levels informed by local conditions, as appropriate. Optimum marketing expenditures will be estimated. The operating expense analysis will also include all relevant categories such as maintenance, insurance, cost of goods sold, supplies, administrative, etc. The experience of the aquarium industry will be an important data source for the operating expense analysis, and will help to provide insights into how the proposed aquarium might be operated.

Task II-5. Operating Performance and Sensitivity Analysis

A set of five-year revenue and operating expense pro formas will be prepared for the Milford Aquarium as proposed. These will be presented along with detail tables and sensitivity analyses as annotated project operating pro formas along with accompanying notes and explanations. The focus of these evaluations will be on the long-term sustainability of operations. Break-even operations will be tested in this task, based on low, mid and high range attendance scenarios. Any needs for endowment or outside support would be evaluated.

Task II-6. Summary Operating Business Plan and Presentation, and Recommended Next Steps

A concise final draft report of the Operating Business Plan for the Milford Aquarium, incorporating work completed and refined from Task I and Task II, will be prepared and submitted for review and comment. An executive summary suitable for separate distribution will also be included. Following review, a revised final report will be issued and presented to the client group along with recommended next steps.

Task III: Economic Impacts Evaluation

Task III-1. Economic Impacts Evaluation

We will prepare an evaluation of the economic impacts and fiscal revenue benefits of the Milford Aquarium. An economic impact evaluation is a useful tool for explaining the economic benefits the aquarium would provide to the community. As a destination attraction that brings in tourist dollars to the local economy and the state economy, an attraction such as the Milford Aquarium can have a substantial impact on its economic bases and fiscal revenues. Governmental, institutional and philanthropic leadership often place considerable importance on the economic benefits of a potential project as well as its educational, cultural and community benefits. Therefore having a sound analysis of such impacts is often an important component of an aquarium's development package.

This impact analysis would be based on the work completed in Task I and II above; the U.S. Department of Commerce, Bureau of Economic Analysis, RIMS II Multipliers; an assumed preliminary construction cost estimate; secondary source data; our experience in the area; and as necessary, interviews with selected local leadership knowledgeable in these issues to inform our impact models. The analysis of economic and fiscal impacts would include the following tasks:

Task III-1a. Economic Impacts and Fiscal Revenues due to Project Construction

- ◆ Analyze estimated construction budget by expenditure category. Estimate portions expended in the local and regional economies. Estimate the proportion expended for wages and salaries, and based on statewide and local specific wage data, estimate direct person-years of employment during the construction phase.
- ◆ Use U.S. Department of Commerce, Bureau of Economic Analysis, RIMS II multiplier techniques to estimate the indirect and induced economic activity

generated by the construction period, including person-years of employment, wages and salaries and total economic output.

- ◆ Apply appropriate state tax multipliers to total wages and salaries (including multiplier effects) to estimate state income taxes. (Direct effects are a sub-set of total effects.)

Task III-1b. Estimate Direct Economic Impacts Due to the Project's Operations

Estimating the “direct” or first round of spending due to a facility such as the Milford Aquarium is critical to the evaluation process. This includes spending at the aquarium, and attendee spending outside of the aquarium, but associated with the visit. This analysis will be based on the market study and operations tasks outlined above. Direct impacts will include the following:

Spending at the Project - The business plan of the Milford Aquarium will provide the following information.

- ◆ Facility budget by category
- ◆ Employees, number, payroll
- ◆ Estimated attendance
- ◆ Food service sales
- ◆ Merchandise sales

Direct expenditures will be categorized by sales tax status (taxable, untaxable).

Spending Outside of the Project by its Attendees - In addition to spending directly at the aquarium, its attendees will spend in conjunction with their visit, including:

- ◆ Accommodations
- ◆ Area restaurants
- ◆ Retailers
- ◆ Gas stations
- ◆ Services, etc.

Data sources will include the analysis completed in previous tasks for the Milford Aquarium, and, as available, data from the State of Delaware, and regional tourism data, and the experience of other facilities.

We would categorize direct expenditures by sales tax status (taxable, untaxable).

Task III-1c. Total Economic Impacts Due to Ongoing Operations

Total economic impacts include direct, indirect and induced impacts of the economic activity due to the direct spending established above.

- ◆ Enumerate total employment, wages and salaries of the Milford Aquarium.

- ◆ Use the above direct economic activity by category as input to the total economic impacts model.
- ◆ Use RIMS II multiplier techniques to estimate the indirect and induced economic activity generated annually due to visitor spending including person-years of employment, wages and salaries and total economic output for the local (county) and regional (state) economies.

Task III-1d. Fiscal Revenues Due to Ongoing Operations

- ◆ Apply appropriate State and local accommodations tax factors and gross receipts taxes to direct net new taxable sales offsite that would occur due to the operation of the Milford Aquarium as appropriate.
- ◆ Apply appropriate state income tax multipliers to direct aquarium related wages and salaries due to the Milford Aquarium to estimate state income taxes that would accrue directly due to the aquarium.
- ◆ Apply appropriate state income tax multipliers to total wages and salaries due to the Milford Aquarium (including multiplier effects but less direct aquarium salaries and wages) to estimate state income taxes that would accrue indirectly due to the aquarium.

Task III-1e. Qualitative Assessment of Economic Benefits – A qualitative assessment will be made of the positive effects the proposed outreach components of the Milford Aquarium will have on Milford and the State of Delaware as a whole. These might include improvements to quality of life, enhancement of the regional tourism economy, Downtown revitalization benefits, educational benefits to regional students, and publicity for the area.

Task III-2. Summary Report

We will prepare a summary memorandum report of the economic impacts evaluation. An executive summary suitable for separate distribution will also be included. Following review, a revised final memorandum report will be issued and presented to the client group.

OPTIONAL TASKS

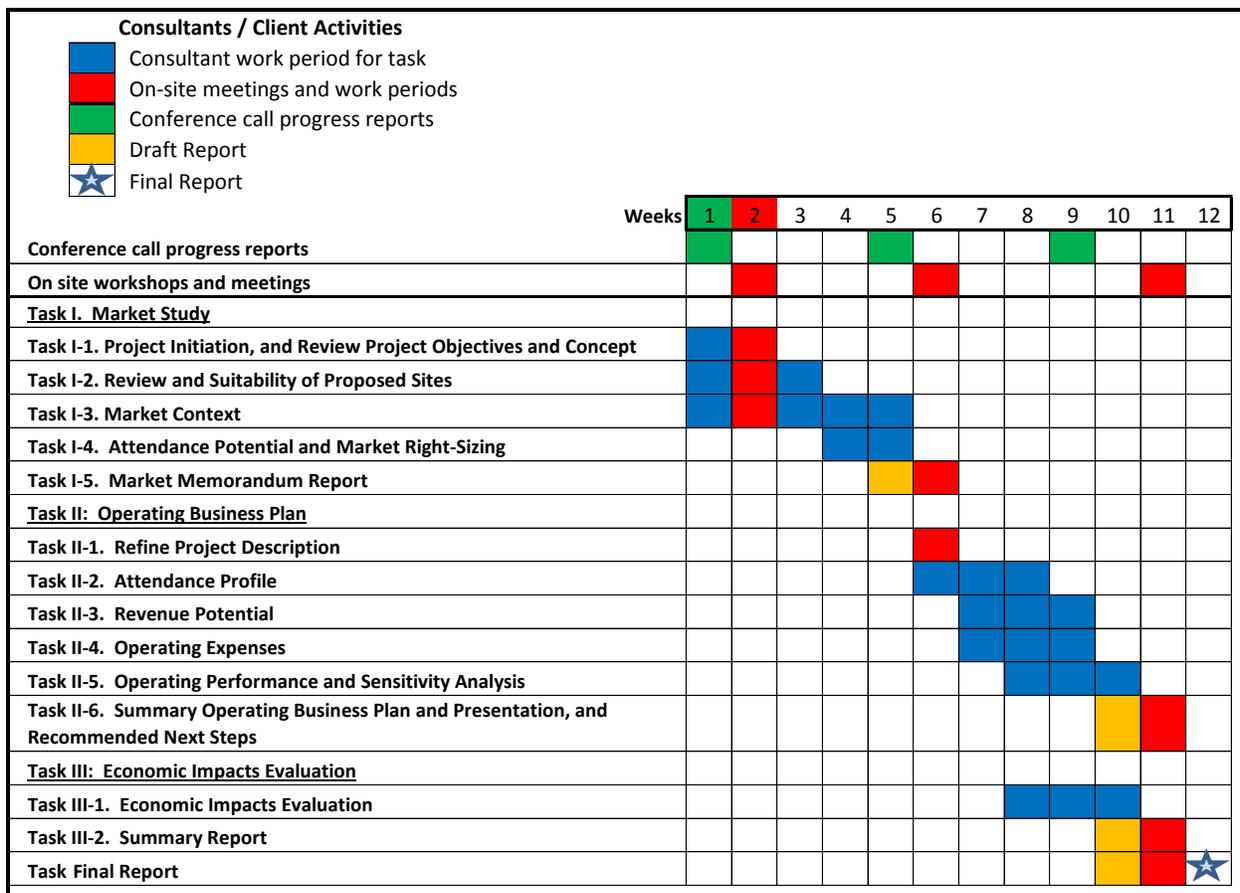
Other optional tasks would include working on additional lump-sum contracts, not-to-exceed variable hour contracts or on an hourly basis to make presentations, additional analyses and sensitivity analyses, business planning, evaluation of pre-opening costs, development cash flow analysis, analysis of the impact on adjacent real estate, and so forth.

CONTRACTUAL PROVISIONS: FEES AND TIME

The total professional fee for the study is \$46,000. This fee includes up to three trips to Milford.

Direct costs such as travel, communications, data purchase, reproduction and other direct, out-of-pocket costs will be billed in addition, but will not exceed 5 percent of the professional fee. We will bill on a percentage complete basis, bi-weekly. Direct expenses will be billed as they are incurred. We would require a deposit of 20 percent of the professional fee (\$9,200) to initiate work on the project. The deposit would be applied as a credit against the final invoices. Additional services will be separately contracted as required.

The time required to complete the work will be 10 to 14 weeks after contract signatory. An illustrative 12 week work plan appears below.



ConsultEcon, Inc.

ACCEPTANCE

This proposal may be accepted by signing and returning one copy for the study along with the deposit for the specified amount. The attached Standard Terms and Conditions are hereby incorporated by reference as a part of this submittal. We hope that this proposal is responsive to your needs. Should you feel any modification of the scope is desirable or have any questions, please do not hesitate to call.

We look forward to working with you and your team on this very interesting and important project.

Respectfully submitted,



Robert E. Brais
Vice President



James Stevens
Senior Associate

ACCEPTED BY:

DATE:

CONSULTECON, INC.'S STANDARD TERMS AND CONDITIONS

1. The Client's Responsibilities

1.1 The Client shall provide full information regarding the requirements for the Project. If the Project involves changes to an existing facility, the Client shall furnish accurate and complete information describing the existing conditions at the facility, including but not limited to plans, drawings, depictions, descriptions, and programs of spaces. The Consultant shall be entitled reasonably to rely upon the accuracy and completeness of the information provided in accordance with this Paragraph.

1.2 The Client shall furnish required information and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Services.

1.3 The Client shall designate a representative authorized to act in the Client's behalf with respect to the Project. The Client or such authorized representative shall examine the documents submitted by the Consultant and shall render decisions pertaining thereto promptly, to avoid delay in the progress of the Services.

1.4 The Client shall provide for the Consultant's right to enter from time to time, property owned by the Client and/or others so the Consultant may perform the Services.

1.5 The Client shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project including, without limitation, such legal services as the Client may require or the Consultant may reasonably request with regard to the applicability or legal interpretation of governmental laws and regulations.

1.6 If the Client observes or otherwise becomes aware of any fault or defect, or suspected fault or defect, in the Project or the Services, prompt written notice thereof shall be given by the Client to the Consultant.

1.7 The Client shall submit copies of proposed certificates or certifications, if any, to the Consultant for review and approval at least 14 days prior to the date that the Client desires the Consultant to execute them. The Client shall not request certifications that would require legal opinions or knowledge or services beyond the scope of the Agreement. All such certifications shall be limited to professional opinions rendered in accordance with generally accepted standards of professional practice.

1.7.1 The Client hereby agrees to reimburse the Consultant, without mark-up, for the reasonable costs incurred by the Consultant for legal counsel to review such proposed certificates or certifications. Such expenses, if any, will be included as a line item on the Consultant's monthly statement for Reimbursable Expenses and shall be paid by the Client within the time period specified in the Agreement.

1.8 The Client agrees to name the Consultant as an additional named insured on its Commercial General Liability (CGL) insurance policy(ies), if any, applicable to the Project and to provide the Consultant with a Certificate of Insurance evidencing compliance with this provision.

2. Confidentiality

The Consultant agrees to keep confidential and not to disclose to any person or entity, other than the Consultant's employees and consultants,

without proper consent of the Client, all data and information not previously known to and generated by the Consultant, or in the public domain, or furnished to the Consultant and marked "CONFIDENTIAL" by the Client in the course of the Consultant's performance of Services under the Agreement. These provisions shall not be interpreted to, in any way, restrict the Consultant from complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction.

3. Payments to the Consultant

3.1 The initial payment set forth in the Agreement, if any, is the minimum payment under the Agreement. It shall be credited to the last payment to become due on the Client's account.

3.2 If the Client disputes, in good faith, all or any portion of any statement from the Consultant for Services or Reimbursable Expenses, the Client shall notify the Consultant in writing within seven (7) days of receipt of the disputed statement, describing the nature of the dispute and including a reasonably detailed explanation of the reason for the dispute. The Client and the Consultant will attempt in good faith to resolve such disputes, if any. Amounts that are not in dispute shall be due and payable as provided in the Agreement.

3.3 Timely payments of amounts due for Services and Reimbursable Expenses shall constitute a condition precedent to the Consultant's continued performance of its obligations under the Agreement. If the Consultant so chooses, the Consultant may treat a failure of the Client to make timely payments to the Consultant as a suspension by the Client of the Consultant's Services. The Consultant shall notify the Client in writing if the Consultant chooses to treat late payments in the manner described herein.

4. Reimbursable Expenses

Reimbursable Expenses are in addition to the Consultant's compensation for Services and include actual expenditures made by the Consultant and the Consultant's employees in conjunction with the Services, for the expenses listed in the following Subparagraphs:

4.1 Expenses of transportation in connection with the Services (at a rate equal to current IRS guidelines for private automobile use); long distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project

4.2 Travel and subsistence expenses

4.3 Expense of reproductions, postage, and handling of documents

4.4 Expense of data processing and photographic productions techniques

4.5 Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Client in excess of that normally carried by the Consultant

4.6 Purchases of data and information.

5. Accounting Records

Records of Reimbursable Expenses and expenses pertaining to Services performed on the basis of time charges shall be kept and shall be

CONSULTECON, INC.'S STANDARD TERMS AND CONDITIONS

available to the Client or the Client's authorized representative at mutually convenient times.

6. Termination or Suspension of the Agreement

6.1 The Agreement may be terminated by either party upon written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

6.2 If the Client suspends the Services, the Consultant shall be compensated for all Services performed prior to the receipt of written notice from the Client of such suspension, together with Reimbursable Expenses then due. If the Services are suspended for more than three months, the Consultant may at any time thereafter terminate the Agreement in accordance with Paragraph 6.1; the suspension in excess of three months constituting a failure substantially to perform by the Client.

7. Ownership and Use of Documents

All documents produced by the Consultant under the Agreement are instruments of service and the Consultant shall be considered their author and shall own and retain the copyright in them. The Client shall be entitled to own a copy of such documents and shall have a non-exclusive license to use, copy and reproduce them. Such license shall not be transferable except with the Consultant's written consent, and shall be irrevocable upon payment in full of all amounts due to the Consultant under the Agreement. The Consultant shall not be responsible for changes made in such documents by anyone other than the Consultant. The Client shall indemnify, hold harmless and defend the Consultant against all claims and liability arising out of such changes or uses by the Client in violation of the terms of the Agreement.

8. Mediation

8.1 All claims, disputes and other matters in question between the parties to the Agreement, arising out of or relating to the Agreement or the breach thereof shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

8.2 The Client and the Consultant shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless otherwise mutually agreed upon by the parties shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association then in effect. The request for mediation shall be filed in writing with the other party to the Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

8.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be conducted in Boston, Massachusetts, unless the parties mutually agree otherwise. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

9. Miscellaneous Provisions

9.1 Unless otherwise specified, the Agreement shall be governed by the law of the Commonwealth of Massachusetts.

9.2 The person(s) signing the Agreement on behalf of the parties hereby individually warrant that they have full legal power to execute the Agreement on behalf of the respective parties and to bind and obligate the parties with respect to all provisions contained herein.

9.3 As between the parties to the Agreement: as to all acts or failures to act by either party to the Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the completion of Services under the Agreement.

9.4 The Client shall only present the report(s), if any, prepared by the Consultant to third parties in their entirety. No abstracting of such report(s) shall be made by the Client without obtaining the Consultant's prior written permission.

9.5 The Consultant assumes no duty or responsibility under the Agreement that may be construed as being for the benefit of, and thereby enforceable by, anyone other than the Client. The Client shall not use report(s), if any, prepared by the Consultant in conjunction with any public or private offering of debt or equity securities without the Consultant's knowledge and prior written consent.

9.6 Unless otherwise specified, the Consultant agrees to provide the Client with one (1) draft report, to which the Client may make comments. Comments from this single round of review will be incorporated by the Consultant into the report document, as appropriate, and a final report will be issued.

9.7 This proposal is valid for 45 days from date of issuance.

10. Successors and Assigns

The Client and the Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to the Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of the Agreement. Neither the Client nor the Consultant shall assign, sublet, or transfer any interest in this Agreement without the written consent of the other.

11. Severability of Provisions

In the event that any term or provisions of the Agreement or these Terms and Conditions is deemed by a court of competent jurisdiction to be overly broad in scope, duration or area of applicability, that court shall have the power and is hereby authorized and directed to limit such scope, duration or area of applicability, or all of them, so that such term or provision is no longer overly broad, and to enforce the same as so limited. Subject to the foregoing sentence, in the event any provision of the Agreement or these Terms and Conditions is held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall attach only to such provision and shall not affect or render invalid or unenforceable any other provision of the Agreement or these Terms and Conditions.

12. Extent of Agreement

The Agreement and these Terms and Conditions represent the entire and integrated agreement between the Client and the Consultant and supersede all prior negotiations, representations, or agreements, either

CONSULTECON, INC.'S STANDARD TERMS AND CONDITIONS

written or oral, with regard to their subject matter. The Agreement and these Terms and Conditions may be amended only by written instrument signed by both the Client and the Consultant.

13. Limitation of Liability

13.1 It is understood and agreed that the Consultant can make no guarantees concerning recommendations made as part of the Services, since those recommendations must be based on facts discovered during performance of the Services and the conditions existing on the date the Services are completed and the recommendations rendered. The Consultant's compensation is neither dependent nor contingent upon specific conclusions or recommendations being made nor on the substance of the advice provided to the Client, if any, as part of the Services.

13.2 The Client and the Consultant intend that the Services in connection with the Project shall not subject the Consultant's individual employees, officers, or directors to any personal legal exposure for the risks associated with the project. Therefore, and not withstanding anything to the contrary contained in the agreement or these Terms and Conditions, the client agrees that, as the Client's sole and exclusive remedy, all claims, demands, and suits shall be directed and/or asserted only against the Consultant, a Massachusetts corporation, and not against any of the Consultant's employees, officers or directors.

13.3 Unless otherwise provided in the Agreement, the Consultant and the Consultant's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

13.4 The Client understands and acknowledges that the Consultant and the Consultant's consultants have no authority over, or responsibility for, the means, methods, techniques, sequences or procedures of design, construction or operation selected by the Client or facility operators or for the failure, if any, of any designer, construction contractor, or facility operator to comply with the laws, rules, regulations, ordinances, codes and/or orders applicable to the construction work performed by such contractor(s). The Consultant is not responsible for the effectiveness or results of the design, development, construction or operation of the facility.

13.5 It is agreed by the Client that the Services under the Agreement are not to be used in conjunction with any public or private

offering of debt or equity securities without the Consultant's prior knowledge and written consent, such consent will not be unreasonably withheld. The Consultant shall not be responsible for any documents or offerings that it may be attached to or referenced in documents prepared by the Consultant. It is agreed that the client will indemnify and hold the Consultant harmless against any losses, claims, damages and liabilities under federal and state securities laws that may arise as a result of statements or omissions in public or private offerings of securities.

13.6 It is agreed by the Client that the report will be presented to third parties in its entirety and that no abstracting of the report will be made without first obtaining the Consultant's consent which will not be unreasonably withheld.

13.7 The Client and the Consultant have discussed the Client's risks, rewards and benefits associated with the Services and the Consultant's risks and total compensation for Services. The Client and the Consultant have allocated the risks such that the Client hereby agrees that, to the fullest extent permitted by law, the Consultant's total liability to the Client and all others for any and all injuries, claims, losses, costs, expenses, damages (including consequential damages), or claim expenses arising out of the Agreement or its breach, from any cause or causes shall not exceed the total amount of Fifty Thousand Dollars (\$50,000). Such causes include, but are not limited to, the Consultant's negligence, errors, omissions, strict liability, breach of contract, and breach of warranty, as well as violation of federal or state securities laws regulating statements or omissions in public and private offerings of securities.

13.8 The Client agrees to defend, indemnify and hold the Consultant harmless from all claims for liability in excess of the limits set forth in Paragraph 13.7, above, for injury or loss sustained or alleged by any person or entity, whether or not a party to the Agreement, and allegedly arising out of the Consultant's performance of Services under the Agreement.

13.9 Since it would be unfair for the Consultant to be exposed to liability for its failure to perform a service that the Client has either refused to authorize or has instructed the Consultant not to perform, the Client hereby waives all claims against the Consultant and agrees to defend, indemnify and hold the Consultant harmless from claims or liability for injury or loss allegedly arising from the Consultant's failure to perform a service that the Client has either refused to authorize or has instructed the Consultant not to perform.

ConsultEcon, Inc. (CEI) provides services to clients in the areas of strategic and management consulting, project and plan concept development, market and financial feasibility, business planning, socio-economic evaluation and project implementation.

The staff of ConsultEcon, Inc. have conducted numerous market support, financial feasibility, business plans, and economic impact evaluations for aquariums, zoos and nature centers. This work has resulted in the successful implementation of many projects in cities such as Osaka, Japan (**Kaiyukan Ring of Fire Aquarium**), Genoa, Italy (**Acquario di Genova**), Chattanooga (**Tennessee Aquarium**), and New Orleans (**Aquarium of the Americas**). CEI staff have also conducted work on many successfully developed aquariums, including projects in Lisbon, Portugal (**Oceanario de Lisboa**) and Kuwait (**Scientific Center and Aquarium**).

The firm maintains extensive Project Reference Files to assist us with our work. Much of this work has been in multi-disciplinary settings where associated professionals have worked to develop projects, or to generate process-oriented solutions to complex development problems through market, management, and implementation-oriented plans. Many of our clients' projects have been successfully implemented.

The following are typical of assignments for aquariums, zoos, environmental and nature centers.

Shedd Aquarium Expansion: Chicago, Illinois –

Performed work on major expansion for the Shedd Aquarium in Chicago that included market and financial evaluation of alternative program development. The project has been successfully implemented.



Source: ConsultEcon, Inc.

Underwater World: Singapore – Worked with representatives from the Aquarium and Haw Par Corporation to develop an economic impact statement showing the importance of a proposed new and expanded project to Singapore's economy, particularly tourist economy. We reviewed the site and economic impact of other aquariums to provide industry benchmarks.

Alexandria Aquarium: Alexandria, Egypt – Prepared preliminary review of the market potential of an aquarium as part of a larger mixed-use development in Alexandria.

Dubrovnik Aquarium: Dubrovnik, Croatia – Prepared a market and economic feasibility study, as well as economic impact evaluation, for a major new aquarium attraction to be developed on the Dubrovnik waterfront.

Monterey Bay Aquarium Expansion Master Plan: Monterey, California –

Prepared market projections and financial forecasts for a ten-year Aquarium master plan. We reviewed various approaches including reconfiguring existing exhibits and adding a new wing with new exhibit content, and evaluated the potential market support and operational implications of alternative scenarios, including staging approaches and construction impacts associated with plan implementation.



Source: Monterey Bay Aquarium.

Indianapolis Zoo Great Ape House Expansion: Indianapolis, Indiana –

Assisted the Indianapolis Zoo in evaluating the site, market, operating and economic impact potential of a major Great Ape House expansion on the existing zoo operation. As part of this work, we assessed the current operating profile of the zoo, building on baseline information developed during earlier phases of master planning work we conducted for this client over a number of years. We reviewed comparable expansion projects on other zoos and aquariums to provide benchmarks for the proposed expansion. This project recently opened.

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Indianapolis Zoo Master Plan: Indianapolis, Indiana –

Prepared the market, financial and economic portions of ten-year master plan for the Indianapolis Zoo. A wide array of potential investments was weighed, including new animal exhibits, participatory activities, and visitor infrastructure. Focused group sessions with area consumers provided key insights to the planning process.

Siam Ocean World: Bangkok, Thailand –

Prepared a review of historical operating performance and market assessment that informed our five-year attendance and operating analysis for the existing aquarium in Thailand. This included a review of the competitive environment for the aquarium and its planned improvements, as well as its context of being located within a shopping center.

Minnesota Zoo Master Plan: Minneapolis, Minnesota –

Prepared market, financial and business plan. The work included evaluating the current operating profile as well as future operating potential of the Minnesota Zoo, given an enhanced product and increased revenues. Of particular importance in this effort was the evaluation of the mix of new exhibits and infrastructure that will best serve the zoo's economic needs and mission.

Melbourne Aquarium: Melbourne, Australia –

Evaluated an expansion plan for the aquarium for their penguin exhibit, developed as part of a major expansion of the aquarium. We developed an assessment of the market and operating potential for the aquarium over a five-year period.

Expansion of the National Aquarium in Baltimore, Maryland –

Evaluated the operating profile, market potential and financial results of major renovations and expansion plan in the design phase for the National Aquarium in Baltimore. Key concerns included construction impacts, payback against capital expenditures, and operating efficiencies.



Source: Cambridge Seven Associates

Texas State Aquarium Expansion: Corpus Christi, Texas –

Conducted market feasibility study of potential expansion of Texas State Aquarium with a new dolphin wing. The work included Aquarium baseline



Source: Texas State Aquarium

analysis, a review of expansions at other comparable facilities, market segmentation, analysis of factors affecting future visitation, and economic potential.

Aquarium Feasibility Study: Toronto, Canada –

Proposed as part of a large mixed use project in downtown Toronto, included a review of project concept, site and visitor capacity, program opportunities, thematic content, and site issues, as well as financial performance.

Pacific Northwest Aquarium: Seattle, Washington –

Evaluated the feasibility of replacing existing Seattle Aquarium with this major new aquarium. Attendance potential was estimated and an operating plan created for this major new addition to the Seattle waterfront.

Busan Aquarium: Busan, South Korea –

Prepared review of historical operating performance and market assessment of aquarium that informed our five-year attendance and operating analysis for this existing aquarium in South Korea. This included a review of the competitive environment for the aquarium and its planned improvements.

Zoo New England: Boston, Massachusetts –

Reviewed the zoo's current and historical operations and interviewed key staff to identify strategic opportunities to increase attendance and revenue potential. We worked with the staff as part of a one-day intensive workshop.

Florida Aquarium Expansion: Tampa, Florida –

Hired as part of a team that made recommendations to improve the visitor experience and increase attendance. The Florida Aquarium had opened in 1995, and did not meet its projected level of attendance. We evaluated new exhibits, marketing programs, and the impact of new nearby tourist-related development on visitation.

Aquarium and Zoo Qualifications

New England Aquarium: Boston, Massachusetts – Evaluated the market support for potential expansion of current building and program. This work included primary and secondary market research, visitor projections and economic impact evaluations. The first phase of the expansion opened in January 1998.

Tongass Coast Aquarium: Ketchikan, Alaska – Assisted Friends of the Aquarium in preparing a business plan for the Tongass Coast Aquarium. Built on past studies for the project, the work focused on preparing up-to-date information to guide the design process and business planning. Changes in market dynamics and the cruise industry were analyzed to inform the revised business plan.

Shanghai Chang Feng Ocean World, Shanghai, China – Prepared a review of historical operating performance and a market assessment that informed our five-year attendance and operating analysis for this existing aquarium in China. This included a review of the competitive environment for the aquarium and its planned improvements.



Source: ConsultEcon, Inc.

Ocean Sciences Center: Ft. Lauderdale, Florida – Evaluated the proposed site and market and operating potential of outreach components that were envisioned to include an aquarium, visitor center and conference facility. We worked collaboratively and iteratively with the design team to help identify the optimum program for each of the outreach components based on market potential.

Niagara Falls Aquarium Master Plan: Niagara Falls, New York – Prepared preliminary site, attendance and economic potential evaluation of the proposed Phase 1 of a Master Plan for the aquarium. This work included review of the current and historical aquarium operations to inform future potential, and was completed as part of an iterative and collaborative planning process with the design team to help identify the optimum program components for Phase 1 that would optimize the economic potential of the aquarium within a specified capital cost budget goal.

Tivoli Aquarium: Copenhagen, Denmark – Prepared a site review and market potential of a proposed new aquarium attraction to be developed within Tivoli Gardens and prepared preliminary sizing parameters for the project based on its market potential. We reviewed comparable aquarium projects in Western Europe to provide operating benchmarks for this proposed project. Our work included a review of the competitive environment for the proposed Aquarium.

Stephen Birch Aquarium at Scripps Institution of Oceanography: La Jolla, California – Provided an analysis of market and attendance data for “Benchmark Profile.” This work included local market analysis and an analysis of attendance at Scripps and comparable facilities. We reviewed existing aquarium data to determine current visitor patterns, trends and characteristics at the Aquarium.

Feasibility Study for Aquarium: Atlanta, Georgia – Evaluated the feasibility of the development of a major new aquarium in Atlanta. Work included alternative site analysis, market and financial feasibility and economic impacts. Primary market research was also conducted.

Aquarium at Xanadu: Meadowlands, New Jersey – Evaluated the market context for this project proposed as an integral attraction component of the Xanadu mixed use development as it related to the regional competitive context.

Maritime Aquarium Master Plan: Norwalk, Connecticut – Prepared site, attendance and economic potential analysis for the proposed Phase 1 of a Master Plan for the Aquarium, as part of a master planning team. This work included review of the current and historical aquarium operations to inform the potential of the Master Plan, and was completed as part of an iterative and collaborative planning process with the client and the design team to help identify the optimum program components for Phase 1 that would optimize the economic potential of the aquarium within a specified capital cost budget goal. This work also included sensitivity analysis of the operating potential of the aquarium with Second Wave DMR films at the IMAX Theater and without DMR films.

Buffalo Zoo Satellite Project: Buffalo, New York –

Conducted a feasibility study for a potential expansion satellite facility of the Buffalo Zoo in the Niagara Falls area.

Buffalo Zoo Master Plan: Buffalo, New York – Analyzed and identified cost-effective solutions to revitalizing this historic zoo over a 12-year period. The master plan focused on rebuilding the Buffalo Zoo within its current size-constrained site.

Aquarium Site Evaluation, Hong Kong, SAR – Prepared a preliminary review of the proposed site for a new aquarium in Hong Kong. This work included an overview of the market context.

UnderWater World: Mooloolaba, Australia – Prepared a review of historical operating performance and market assessment of the aquarium that informed our five-year attendance and operating analysis. This included a review of the competitive environment for the aquarium and its planned improvements.

Puerto Rico EcoCenter: San Juan, Puerto Rico – Assessed the feasibility of this proposed Aquarium and EcoCenter in San Juan. Included in the study were alternative site analysis, market potential, financial feasibility, and economic and tax impact assessments.

Avian Environmental Center: Anchorage, Alaska – Evaluated the market and financial support for an environmental center in Anchorage, Alaska, as well as resort and wilderness lodge concepts, for the Anchorage Economic Development Corporation.

Wildlife Conservation Society: New York, New York – Evaluated potential expansion plans and programs for this major institution. The project evaluated would be a major new aquarium to be located in Manhattan. Focus group consumer research was accomplished to support the market study and financial feasibility analyses.

J.L. Scott Marine Center and Aquarium: Biloxi, Mississippi – Retained by the University of Southern Mississippi Institute of Marine Sciences to evaluate the future for J.L. Scott Marine Center and Aquarium, this study evaluated a series of alternative futures for the center related to various land use programs.

South Carolina Aquarium: Charleston, South Carolina –

Evaluated their attendance to date, market support, development of a marketing and pricing plan, future attendance projections, and operating strategies for the Aquarium, which opened May 2000.



Source: South Carolina Aquarium.

New Bedford Oceanarium: New Bedford, Massachusetts –

Analyzed market and economic impacts, and revenue potential projections. This project involves the retrofitting of a decommissioned electric generation plant to include a million-plus gallon aquarium, focusing on worldwide ocean habitats. Initial fund-raising activities are under way.

National Aquarium of Mexico, Mexico City, Mexico –

Prepared market and economic feasibility analysis of proposed aquarium in the Azcapotzalco region of Mexico City. This work included a review of the proposed site for the aquarium as part of a larger, mixed-use leisure development at a former refinery site.

PIER Visitor Market Potential: Oceanside, California –

Evaluated the visitor market potential of the proposed Pflieger Institute of Environmental Research (PIER) project, which includes research, education and visitor attraction elements. Also included was an estimate of the direct fiscal revenues the project would provide to the City of Oceanside.

Oklahoma City Zoo Master Plan: Oklahoma City, Oklahoma –

Evaluated the economic potential and impacts of a 10-year Zoo Master Plan. Our work included identifying possible program elements with the best economic returns, as well as market, financial and business plans for the zoo. This included an assessment of the current operating profile as well as the future operating potential given an enhanced product and expanded revenue streams.

World of Atlantis: Houston, Texas –

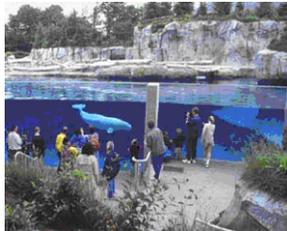
Evaluated the feasibility of a proposed aquarium in Houston. This work included site evaluation for several possible locations, market evaluation and financial potential.

Aquarium and Zoo Qualifications

Aquarium and IMAX Theater: Hamburg, Germany – Reviewed the market potential for mixed-use development, evaluated market support factors for the project and assisted in the financial evaluations and project packaging.

Funchal Aquarium: Madeira, Portugal – Evaluated the potential to develop a new aquarium on this resort island in the Atlantic Ocean. Market and financial feasibility analysis, as well as a site review, was used to provide input to the design of the project.

Mystic Aquarium: Mystic, Connecticut – Evaluated market and financial feasibility for a major expansion to the Mystic Aquarium. We prepared financial and economic impact projections. The first phase of this project opened in the spring of 1998.



Source: Lyons-Zaremba, Inc.

Ocean Science Center and OceanQuest Learning Center: New London, Connecticut – Served as project reviewer and financial advisor to The Connecticut Development Authority for this proposed oceanography science museum and science camp.

Market Feasibility for an Aquarium/Mixed Use Development: North Little Rock, Arkansas – Conducted a feasibility assessment of market potential for an aquarium on the North Little Rock waterfront. We provided an overview of site characteristics and other proposed real estate uses, including large format film theater, hotel, retail and restaurant development, with the intent to create a successful mixed-use environment in which the aquarium could prosper.

Steinhart Aquarium: San Francisco, California – Assisted the California Academy of Sciences in planning for revitalization of their facilities, which include the Steinhart Aquarium, Museum of Natural History, and the Morrison Planetarium. We evaluated a range of options for the Academy, from staying in Golden Gate Park to moving to a new site in downtown San Francisco. This evaluation included attendance and financial forecasts.

Evaluation of Food Service Potential at the Ecotarium: Worcester, Massachusetts – Conducted an analysis of the potential for expanded food service at this wildlife and nature center. The work included an assessment of existing facilities and recommendations for expansion and improvements, as well as projections of revenue potential.

Environmental Science Learning Center: Perryville, Missouri – Assessed the feasibility of and development potential for the Environmental Science Learning Center proposed for Perryville, Missouri that would feature many tigers in a sanctuary setting. The concept for the project is not a general visitor attraction, but rather, is focused on special markets to include school groups, eco-tourists and corporate meetings. We conducted an analysis of the site, market potential, operational issues, and economic impacts.

New Jersey State Aquarium Expansion: Camden, New Jersey – Analyzed alternative entertainment development programs in association with redevelopment of the Camden, New Jersey waterfront and the proposed expansion of the aquarium. Uses evaluated included IMAX-type cinema, motion simulators, 3D movies, major coral reef tank, and other entertainment and educational attractions.

Aquarium Charlotte Feasibility: Charlotte, North Carolina – Analyzed market potential and economic feasibility for a major new attraction in Charlotte. Working in conjunction with the Discovery Center, this aquarium would be developed in Uptown.

Market Support for VisionQuest Aquarium: Birmingham/Bessemer, Alabama – Assessed market potential of the proposed VisionQuest Aquarium, which is planned as a full-scale aquarium to be located north of the new VisionLand theme park.

IFE at Mystic Aquarium: Mystic, Connecticut – Reviewed the impact of the Institute for Exploration (IFE) addition to the Mystic Aquarium from a visitor and financial perspective, which included preliminary pro forma operating projections. The IFE is a major expansion, offering an immersive technological approach to education.

Athens Aquarium Feasibility: Athens, Greece – Reviewed potential for an aquarium in Athens, Greece. Basic market support studies reviewed the potential for development of this project to open during the Olympics.

Aquarium Industry Overview Report – Retained by a confidential client to provide an evaluation of the aquarium industry, with particular emphasis on project metrics, development costs, visitation levels, visitor per capita revenue from admissions, retail and food sales, as well as other typical sources of income, operating expenses and net operating income. This work also described the current organization of the industry, economic state of the industry, including key issues in aquarium development and success factors.

Living Planet Aquarium Feasibility Study: Salt Lake City, Utah – Assessed the feasibility of a new aquarium in Salt Lake City. This included site analysis, infrastructure needs, market evaluation and operating plan. Also projected were the economic benefits to Salt Lake City of a major new aquarium.

Flint River Aquarium Feasibility Study: Albany, Georgia – Assessed the potential market support and proposed an operating plan for an attraction comprised of an aquarium, a regional interpretive center and a science museum.

Alaska SeaLife Center: Seward, Alaska – Prepared the business plan for a proposed sea life center, marine research and marine mammal rehab and rescue facility. Funding for the project was obtained from the Exxon-Valdez settlement. The project opened in the spring of 1998.

Natural History Museum of the Adirondacks: Tupper Lake, New York – Evaluated market support for and financial feasibility of the project. The site for the project is in a rural community located in the center of the Adirondack Park of New York State. This project is currently being implemented.



Source: Hellmuth, Obata & Kassabaum.

Northwest Waters Aquarium: Tacoma, Washington – Evaluated the potential to develop a major aquarium along the Thea Foss Waterway in Tacoma, Washington. This work evaluated the market potential for a downtown aquarium location. The project would be developed by a civic leadership group, but operation would be by the management of the Point Defiance Zoo and Aquarium, which is currently owned by the metropolitan Park District and operated by the non-profit Zoological Society. This assignment also included alternative site analyses.

Long Island Aquarium at Bay Shore, New York – Evaluated the feasibility of the development of an aquarium and large-format film theater in Bay Shore, Long Island. Also included in the work were an analysis of project concept, site and location characteristics, and market support. Telephone surveys of area residents provided insights into market response to the Aquarium. The report projected attendance and financial operations, along with the economic impact of the project.

North Carolina Zoo Expansion Feasibility: Asheboro, North Carolina – Evaluated an expansion program for the North Carolina Zoo that included an Earth Resources Center. Other components of the project include a conference center and hotel.

Aquarium Feasibility Study: Oberhausen, Germany – Performed a market support evaluation and financial performance projection, including a review of the site context, for a proposed aquarium in Oberhausen, Germany. This is part of a major mixed use project in an urbanized area.

Irish National Aquarium: Dublin, Ireland – Evaluated the market support and financial feasibility of an aquarium in Dublin, and evaluated the economic impact, particularly as related to overall tourism development in Ireland.

Visitor Center Study for Pelican Island, Florida – Evaluated the development of a visitor center at this historic National Wildlife Refuge. The project would showcase the natural environment and history of the National Wildlife Refuge system.

Aquarium and Zoo Qualifications

Kansas City Aquarium Feasibility: Kansas City, Missouri – Analyzed economic potential for an aquarium in Kansas City, including site selection, resident and tourist market analysis, comparable projects review, project sizing, and financial potential. We also created a development profile that recommended cost parameters, timeline and funding sources.

Economic Evaluation of Proposed Hudson River Aquarium: Poughkeepsie, New York – Evaluated market and financial feasibility and the economic impact of the proposed aquarium. The facility was planned as a full-scale aquarium and research center with an IMAX Theater, to be located on the Hudson River.

Aquarium Feasibility in Salvador, Brazil – Evaluated potential for an aquarium in Bahia Azul, Salvador, Brazil.

Gulf of Maine Aquarium: Portland, Maine – Served as advisors to the Gulf of Maine Development Corporation, which is proposing to develop an aquarium on the waterfront in Portland. We have evaluated sites and development programs, forecast attendance and prepared financial projections.

Mississippi River Museum and Aquarium Master Plan: Dubuque, Iowa – Evaluated the museum, as well as analyzed new attractions which would introduce natural landscapes and aquarium components to the facility. This project successfully opened in 2004. Since opening, we have worked with project management to evaluate a series of expansion projects and new initiatives including a Mississippi River tour boat.

St. Lawrence Aquarium and Ecological Center: Massena, New York – Retained by The New York Power Authority to examine the market and financial feasibility of this proposed Aquarium project in Massena, New York. In addition, we projected the financial impacts of project construction and operation.

Georgia Aquarium: Atlanta, Georgia – Evaluated the market support for the initial concept and location for the Georgia Aquarium.



Source: Georgia Aquarium.

Colorado Ocean Journey Aquarium: Denver, Colorado – Prepared an analysis of operations and potential rescue strategies for the aquarium and provided valuation analysis as part of the bond holders' evaluation of the Denver Aquarium and to avoid a default on Aquarium bonds.

Market Support for the St. Louis Aquarium: St. Louis, Missouri – Completed detailed feasibility study for proposed aquarium to be located in St. Louis. This project would be an adaptive reuse of the historic St. Louis Arena located adjacent to Forest Park and the St. Louis Zoo.

Tennessee Aquarium: Chattanooga, Tennessee – Provided a review of the financial projections for the aquarium expansion plan and the potential impact of competition in the market. The plan was implemented.



Source: Tennessee Aquarium

Akron Aquarium: Akron, Ohio – Provided market and financial feasibility evaluations for a major new aquarium to be developed in Akron, Ohio. This project would be a major new attraction in northeastern Ohio.

Montreal Aquarium: Montreal, Canada – Tested the market potential of developing an aquarium in Montreal. Tasks completed included site evaluations, resident and tourist market profiles, comparable projects review, analysis of factors affecting potential visitation to the proposed facility, project sizing, operating characteristics, and a profile of economic impacts.

Great Lakes Aquarium: Duluth, Minnesota – Provided evaluations for expert testimony in a court case related to the delay in opening of the Great Lakes Aquarium. This work included production of memoranda detailing timelines and circumstances of the Aquarium opening and comparisons with other comparable facilities.

Northwestern Hawaiian Islands Mokupapapa Discovery Center: Hilo, Hawaii – Evaluated the feasibility of an Ocean Discovery Center for the Northwestern Hawaiian Islands Coral Reel Ecosystem Reserve. This Center opened in Hilo in the summer of 2003.

Mote Marine Laboratory and Aquarium: Sarasota, Florida – Worked with Mote Marine Laboratory to review future operating potential of the Lab’s primary outreach component, the Mote Aquarium. We reviewed the current and past Aquarium operation as well as the market context for potential future improvements.

Bass Fishing Hall of Fame: Scottsboro, Alabama – Prepared a market and economic feasibility analysis of the proposed Bass Fishing Hall of Fame to be located in Scottsboro, Alabama. As part of this work, we reviewed the site, project objectives and concept, and conducted market analysis of both resident and tourism segments, as well as freshwater sport fishing niche markets. We reviewed comparable projects, and provided estimates of the attendance and operating potential of the project.

Aquário de Luanda: Luanda, Angola - Evaluated the proposed site and assisted in developing a program plan. We also worked collaboratively and iteratively with the Portuguese and Angolan design team to help identify the optimal program components based on the market potential of the proposed Aquarium to be located as part of a mixed-use site in downtown Luanda.

Samsung Everland Aquarium: Seoul, South Korea – Provided an analysis of the economic feasibility of developing an aquarium as a major new separately ticketed attraction. This included market study, evaluation of mutual market and operating support with the theme park; evaluation of several siting options in the theme park and full revenue and expense operating pro formas.

King Abdullah Financial District Aquarium: Riyadh, Saudi Arabia – Prepared a preliminary operating business plan to guide detailed design phases and project planning for a 15,000 gross square meter aquarium in the King Abdullah Financial District in Riyadh. This included a preliminary market assessment, attendance potential, earned revenue potential, staffing plan and operating expenses.

Secrets of the Sea Aquarium: Pinellas County, Florida – Assisted the successor organization to the Pier Aquarium in St. Petersburg with evaluating alternative sites for a new marine science center and aquarium. The Pier Aquarium had to leave its former site on the St. Petersburg Pier as the pier was found to be structurally unsound. We analyzed key locational factors, resident and tourist market trends and the competitive context to inform the site selection process and serve as the basis for business planning. We developed an operating plan, analyzed the project’s potential economic impacts, and identified the development strategy to best position the organization to negotiate with multiple land owners.

Rockford Aquarium: Rockford, Illinois – Prepared a market and economic feasibility study for a proposed Aquarium in Rockford. This work included a review of several potential sites and definition of resident and visitor markets, physical planning parameters and attendance potential. In addition, the experience of local attractions and comparable projects around the country were profiled and potential economic impacts were estimated.

Wonders of Wildlife Aquarium: Springfield, Missouri - Prepared a market and economic potential analysis of the Wonders of Wildlife (WOW) aquarium expansion and renovation plan, including reviewing potential earned revenue strategies and reflecting potential repositioning of WOW and its relationship with the adjacent Bass Pro Shop.

Virginia Aquarium and Owls Creek Area Plan – Created a baseline economic profile of the area around the Virginia Aquarium and identified potential development strategies. Based on the preferred design plan, we evaluated the economic potential of the master plan and quantified the increased economic activity that would occur once the plan was implemented.

Acquario di Genova Aquarium Feasibility Study: Genoa, Italy – A market support evaluation was conducted for Acquario di Genova, which was successfully developed as part of a World’s Fair, and has become a major visitor attraction in Italy.

Qualifications

ConsultEcon, Inc. provides services to clients in the areas of project and plan concept development, feasibility evaluation and socio-economic impacts implementation, in the fields of Visitor Attractions ; Museums; Zoos and Aquariums; Travel, Tourism and Resort Development; Community Economic Development; and Real Estate. Our services include:

Market and Financial Feasibility Studies: Evaluation of the market support for and financial feasibility of visitor attractions, museums, recreational attractions, and real estate development projects.

Business and Master Plans: Development of business plans and master plans for attractions, museums, real estate and community projects.

Development Strategies: Regional and state-and citywide development strategies focusing on travel, tourism and leisure time facilities and programs.

Socio-Economic Impact Evaluations: Analysis of the socio-economic impacts associated with project and program development.

Project Implementation: Targeted strategies for achieving project and plan implementation.

Management and Operational Analysis: Evaluation of management and operational aspects of programs and projects.

The Principals and staff of ConsultEcon, Inc., have many years of experience serving clients, including developers, financial institutions, government agencies and nonprofit organizations. We understand the needs and motivations of the private, non-profit and public sectors. Our staff members have conducted hundreds of studies for a wide range of project types. Much of this work has been in multidisciplinary settings where associated professionals have worked to develop projects, or to generate process-oriented solutions to complex development problems through market, management, and implementation-oriented plans. Many of these projects have been successfully developed. We have extensive experience and expertise in the following areas.

Themed Attractions. Themed attractions are an important part of ConsultEcon's practice. Recently, we have completed studies for Tivoli Gardens in Copenhagen, Denmark and Cedar Point Amusement Park in Ohio. During their careers, ConsultEcon's Principals have evaluated themed attractions ranging from amusement parks to family entertainment centers.

Zoos/Aquariums. Zoos and aquariums have been revolutionized by major new technologies and approaches to animal husbandry. A major reason for the high attendance at zoos and aquariums in recent years is in response to environmental awareness. We have recently assisted the Indianapolis Zoo with their expansion program, and completed a number of feasibility studies for projects as diverse as the Alaska Sea Life Center and the National Aviary in Pittsburgh.

Tourism. Tourism planning has been a major emphasis of our work for over 30 years. Projects have included a winter tourism development strategy for the Anchorage Economic Development Corporation and a tourism development strategy for Seneca County, New York. In Alabama, we provided strategic trends analysis for a State-wide Tourism Summit. In Boston, we have worked to revitalize the historic Freedom Trail. Our Hudson River Valley tourism plan creates a vision for heritage tourism in the Hudson River Valley.

Museums. The number of museums in the U.S. has grown substantially over the last quarter-century, and we have assisted the museum community with over 150 assignments during this period. We have recently completed studies for the Mobile Maritime Museum, the Connecticut Historical Society, and the Tampa Museum of Art. Other projects include the International Museum of Women in San Francisco, and the Flandrau Science Center in Tucson, Arizona. We have evaluated living history museums, transportation museums, military museums, children's museums, maritime museums, halls of fame, and various specialty museums.

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Conference/Convention. Our experience in this field includes market studies and economic impact projections for projects ranging from the proposed Megaplex in Boston to a conference center in Austin, TX.

Hotels and Resorts. A key component of the travel industry is the accommodations sector. We have evaluated many hotel and resort complexes, including projects in North America, Europe and the Caribbean. We evaluated the management and operational profile for a resort complex in Pennsylvania, and projected the potential for hotel development as part of a mixed-use development in Germany.

Science Centers. Science centers have seen an explosive growth in the last two decades, with major new museums opening and large-scale expansions taking place. We recently assisted the Flandrau Science Center in Tucson by evaluating alternative expansion programs. For the OceanQuest Science Center in New London, CT, we analyzed financing strategies for the Connecticut Development Authority.

Visitor/Interpretive Centers. Visitor and interpretive centers have developed as a key part of tourism infrastructures. We have assisted many clients, including the National Park Service and the U.S. Fish and Wildlife Service. We helped to develop a visitor center strategy for the National Marine Sanctuary program and a visitor center strategy for the Pennsylvania Dutch Convention and Visitors Bureau.

Theaters. We have evaluated a wide range of theater types from performing arts centers to Large Format Film Theaters and cinemas. For the Goodspeed Opera House, we evaluated a new theatre as well as a showboat concept. We have evaluated many large format film theaters in museum settings. For the Akron Civic Theatre, we evaluated alternative reuse concepts.

Retail. Our experience in retail evaluation ranges from market studies for shopping centers to downtown retail plans, to projecting the potential of a museum's retail shop. In Peabody, MA we prepared a downtown retail strategy. For the Puerto Rico Eco-Center, we optimized retail shop size based on sales potential.

Downtowns. There is renewed awareness of the importance of downtown areas to their communities. We have completed many plans for the revitalization of downtowns. We helped Pittsfield, MA and New Britain, CT in creating visions for their futures, and in formulating feasible strategies to attain their goals.

Heritage Tourism. We have been involved with heritage tourism for over 30 years. We prepared the economic component of the Master Plan for the Augusta Canal in Augusta, Georgia. This plan has won a series of national awards. Another study created an implementation strategy for the Thames River Maritime Heritage Park in Connecticut. This was a follow-up to our work to create a statewide heritage park master plan in Connecticut. We also assisted in preparing management plans for the Automobile National Heritage Area in Detroit, and the Ohio and Erie Canal National Heritage Corridor.

Waterfront Plans. Much attention has been devoted to preserving and carefully developing waterfronts. We have been in the forefront of assisting clients with planning waterfront development for many years. Recent projects have included a waterfront development plan for Wheeling, West Virginia; a vision plan for Waikiki in Honolulu; and a waterfront plan for North Augusta, South Carolina and Des Moines, Iowa.

Historic Rehabilitation and Adaptive Use. Our services in the areas of market and financial evaluation, strategy formulation and implementation often focus on historic and reuse properties. Mr. Martin is co-author of **Adaptive Use**, a practical guide book published by the Urban Land Institute. Our work ranges from mill conversions to preservation of national treasures.

REPRESENTATIVE PROJECT EXPERIENCE

The following lists some of the projects with which the Principals of ConsultEcon, Inc. have been involved during their consulting careers. Many of these projects have been successfully implemented.

VISITOR ATTRACTIONS DEVELOPMENT

- ◆ Arena Central: Birmingham, UK
- ◆ Tivoli Gardens Amusement Park: Copenhagen, Denmark
- ◆ Cedar Point Amusement Park: Sandusky, Ohio
- ◆ NASCAR Museum: Kansas City, MO
- ◆ Nevada Discovery Museum: Reno, NV
- ◆ West Kowloon Museums/Attractions Complex: Hong Kong SAR
- ◆ Themed Visitor Attraction: Singapore
- ◆ PARX Flightworks: St. Louis, MO
- ◆ Auto Museum Feasibility: Tacoma, WA
- ◆ US Figure Skating Museum & Hall of Fame: Colorado Springs, CO
- ◆ US Mint Museum: Washington, DC
- ◆ California Academy of Sciences Museums & Aquarium: San Francisco, CA
- ◆ Flint RiverCenter: Albany, GA
- ◆ Museum of History & Science: Charleston, SC
- ◆ Barre Granite & Heritage Museum: Barre, VT
- ◆ Market Feasibility for African-American Museum: Atlanta, GA
- ◆ Downeast Heritage Center: Calais, ME
- ◆ Georgia Music Hall of Fame: Macon, GA
- ◆ Financial Pro Formas for Harriet Tubman Museum: Macon, GA
- ◆ Georgia Racing Hall of Fame: Dawsonville, GA
- ◆ Moccasin Bend National Park Feasibility: Chattanooga, TN
- ◆ OceanQuest Science Center and Learning Camp: New London, CT
- ◆ Museum of Discovery and Science Expansion Study: Ft. Lauderdale, FL
- ◆ Connecticut Museum of Technology & Innovation: New Britain, CT
- ◆ SportsLab Travel Exhibition Market Potential
- ◆ Railroad Museum of New England Expansion & Relocation: Palmer, MA
- ◆ IMAX Large-Format Film Theater at EcoCenter: San Juan, Puerto Rico
- ◆ Massachusetts Museum of Contemporary Art Feasibility Study Review
- ◆ Old South Meeting House: Boston, MA
- ◆ Fruitlands Museum Expansion Study: Harvard, MA
- ◆ Amateur Baseball Hall of Fame: Memphis, Tennessee
- ◆ The Saratoga Aircraft Carrier: Jacksonville, FL
- ◆ Trolley Museum Feasibility: Scranton, PA
- ◆ Laumeier International Sculpture Park Long Range Plan: St. Louis, MO
- ◆ PGA TOUR Visitor Center and Hall of Fame: Jacksonville, FL
- ◆ Strecker Museum: Waco, TX
- ◆ Boston Museum of Science: Omnimax Theatre Feasibility
- ◆ Pricing Strategy and Operations Review: Mystic Seaport Museum
- ◆ Basketball Hall of Fame Market Study: Springfield, MA
- ◆ Master Planning for Oil Energy Museum: Smackover, AR
- ◆ Calvert Marine Museum Feasibility Study: Calvert County, MD
- ◆ USS Nautilus Memorial & Submarine Force Museum: Groton, CT
- ◆ Feasibility Study for the New England Sports Museum: Boston, MA
- ◆ Audience Potentials and Marketing Analysis for the Massachusetts State Archives Museum
- ◆ Attendance Projections for Proposed Golf Museum: Augusta, GA
- ◆ Plimoth Plantation Expansion Study: Plymouth, MA
- ◆ Virginia Beach Science Center: Virginia Beach, VA
- ◆ Worldbridge Theme Park: Baltimore, MD
- ◆ North American Expansion Study: Madame Tussaud's
- ◆ The Boston Children's Museum: Feasibility Study for Waterfront Development
- ◆ Market Analysis for the John F. Kennedy Library: Boston, MA
- ◆ Market Support and Project Feasibility for Medal of Honor/Hall of Valor Museum
- ◆ The Museum of American Textile History: Attendance Potentials and Financial Analysis

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VISITOR ATTRACTIONS DEVELOPMENT (Cont.)

- ◆ Detroit Historical Department: Historic Fort Wayne Development Potential
- ◆ Market Support for Learning Center and Museum of the National Sport Fishing Center
- ◆ Environmental Center Feasibility: Chicopee, MA
- ◆ Tall Ships Bicentennial Visit: Newport, RI
- ◆ Roaring Twenties Museum: Chicago, IL
- ◆ Minnesota Museum of Art: St. Paul, MN

AQUARIUM AND ZOO PROJECTS

- ◆ Market Feasibility for Aquarium: Atlanta, GA
- ◆ Aquarium Feasibility Study: Birmingham, AL
- ◆ Aquarium Feasibility Study: Charleston, SC
- ◆ Tennessee Aquarium Feasibility: Chattanooga
- ◆ Mystic Marinelife Aquarium Market & Financial Potential and Economic Impacts: Mystic, CT
- ◆ New England Aquarium Expansion: Boston, MA
- ◆ Market Feasibility of an Aquarium/IMAX in New Bedford, MA
- ◆ Irish National Aquarium Feasibility Study: Dublin, Ireland
- ◆ Northwest Waters Aquarium Market Feasibility: Tacoma, WA
- ◆ Feasibility of an Aquarium/Mixed Use Project in Oberhausen, Germany
- ◆ Feasibility of Puerto Rico Eco-Center
- ◆ John G. Shedd Aquarium Expansion Study: Chicago, IL
- ◆ New Jersey State Aquarium Expansion Feasibility: Camden, NJ
- ◆ Long Island Aquarium/IMAX Feasibility Study: Bay Shore, NY
- ◆ Alaska Sea Life Center: Seward, AK
- ◆ Feasibility of Proposed Toronto Aquarium: Toronto, Ontario
- ◆ Feasibility of Inner Harbor Aquarium: Genoa, Italy
- ◆ Visitor Center Concept Plan, Chincoteague National Wildlife Refuge: VA
- ◆ Wisconsin Aquarium Feasibility: Sheboygan, WI
- ◆ Market and Feasibility Study for a Marine Life Center in Sandwich, MA
- ◆ Hutchinson Island Coastal Science Center, Florida Oceanographic Society: Stuart, FL

- ◆ Market and Financial Feasibility for Proposed Aquarium: Portland, OR
- ◆ Canadian National Aquarium: Ottawa, Canada
- ◆ Virginia Zoological Park Zoo Master Plan: Norfolk, VA
- ◆ Roanoke Zoo Master Plan: Roanoke, VA
- ◆ Buffalo Zoo Expansion Analysis: Buffalo, NY
- ◆ Osaka Aquarium Visitation Potential: Osaka, Japan

WATERFRONT PLANNING PROJECTS

- ◆ Waterfront Area Master Planning Effort: North Augusta, SC
- ◆ Heritage Port Economic Study: Wheeling, WV
- ◆ Augusta Canal Master Plan: Augusta, GA
- ◆ Horizons Waterfront Commission Plan: Buffalo, NY
- ◆ Central City Waterfront Study: Detroit, MI
- ◆ Financial Feasibility Analysis of Riverfront Central: Springfield, MA
- ◆ Waterfront Development Study: Narragansett Bay, RI
- ◆ Salt River Recreation Plan: (Rio Salado) Phoenix, AZ
- ◆ Inner Harbor Development: Baltimore, MD
- ◆ Waterfront Development Study: Newburyport, MA
- ◆ Harbor Site Redevelopment: Salem, MA
- ◆ Hudson River Valley Tourism Development Strategy: NY
- ◆ South Norwalk Waterfront District: Norwalk, CT

REAL ESTATE FEASIBILITY

- ◆ Government Sector Expansion Potential, Volpe National Transportation System Center: Cambridge, MA
- ◆ Salem State College Real Estate: Salem, MA
- ◆ Commercial Development Potential at Portland Place: Boston, MA
- ◆ Cambridge Park Retail: Cambridge, MA
- ◆ Market Analysis of the Hawley Lane Mall: Trumbull, CT
- ◆ Office Park Transaction: Wakefield, MA
- ◆ Market Feasibility Analysis for Shopping Center: Fall River, MA

Qualifications

REAL ESTATE FEASIBILITY (Cont.)

- ◆ Restaurant Market Support for Egleston Station: Boston, MA
- ◆ Office Building Development: Springfield, MA
- ◆ Long Term Office Development Strategy: Chelmsford, MA
- ◆ R&D/Office Market Assessment: Tyngsboro, MA
- ◆ Stamford Town Center Mall Expansion
- ◆ St. Louis Office Market Analysis: St. Louis, MO
- ◆ Office Market Assessment: Fishkill, NY
- ◆ Residential Market Support: Upstate NY
- ◆ Joint Retail/Commuter Rail Development: Boston, MA
- ◆ Condominium Market Assessment: Boston, MA
- ◆ Assessment of Market Support for Condominium/ Marina Complex: RI
- ◆ Condominium Development Opportunities: Providence, RI
- ◆ Development Potential - Wesleyan Hills Parcels: Middletown, CT
- ◆ Highrise Condominium Housing: Quincy, MA
- ◆ Office Acquisition Assessment - Bulfinch Triangle: Boston, MA
- ◆ Evaluation of Market Support for Residential Development: Portsmouth, NH
- ◆ Residential Feasibility: Haverhill, MA
- ◆ Feasibility Study Update for Brokaw Properties: Glen Cove, NY
- ◆ Market Support for Senior Housing: Attleboro, MA
- ◆ Market Feasibility of Congregate Housing Development: Braintree, MA
- ◆ Land Development Economics: Brattleboro, VT
- ◆ Riverpark Master Plan: Chattanooga, TN

ADAPTIVE USE PROJECTS

- ◆ Faneuil Hall Marketplace: Boston, MA
- ◆ Adaptive Reuse and Financial Evaluation
- ◆ Westin Battery Park Hotel Amenities Analysis: New York, NY
- ◆ Historic Properties: Lawrence, MA
- ◆ Amesbury Hat Factory Reuse: Amesbury, MA
- ◆ Alley Mall Feasibility Study: Fort Wayne, IN
- ◆ Boston Naval Shipyard Reuse Study: City of Boston, MA

- ◆ Frankford Arsenal Redevelopment: Philadelphia, PA
- ◆ Adaptive Reuse and Economic Development Study: Pullman, IL
- ◆ The Arcade Building: Providence, RI
- ◆ Market Study for Banner Square: Albuquerque, NM
- ◆ Commercial Development Potential at Portland Place: Boston, MA
- ◆ Post Office Reuse Study: Reno, NV
- ◆ Reuse of the Mobil Oil Building; Dallas, TX
- ◆ PUBLIC ASSEMBLY AND LODGING PROJECTS
- ◆ Conference Center/Hotel Feasibility: Austin, TX
- ◆ Battery Park Hotel Amenities Analysis: New York, NY
- ◆ Mixed-Use Hotel/Conference Center Study: Chelmsford, MA
- ◆ Indoor Horse Arena and Multipurpose Building: Estes Park, CO
- ◆ Hotel/Residential Market Analysis: Hartford, CT
- ◆ Hotel Market Analysis: Amesbury, MA
- ◆ Hotel Sonesta Expansion: Cambridge, MA
- ◆ Hotel Market Study: Newport, RI
- ◆ Virginia Horse Center: Roanoke, VA
- ◆ America International Trade Plaza Analysis: New York, NY
- ◆ New York Convention Center Study of Private vs. Public Management: New York, NY
- ◆ Civic Center Feasibility Study: Bay City, MI
- ◆ Capitol Theatre Market Study: New London, CT
- ◆ Civic Center Feasibility Study: Wilkes-Barre, PA

URBAN ENTERTAINMENT/SPECIALTY CENTER PROJECTS

- ◆ Market Support for Adaptive Reuse: Lowertown, St. Paul, MN
- ◆ Claymation Station: Portland, OR
- ◆ Alley Mall Feasibility Study: Fort Wayne, IN
- ◆ The Arcade Building: Providence, RI
- ◆ Movie Cinema Market Support: Hooksett, NH
- ◆ Warehouse Row Adaptive Use: Chattanooga, TN
- ◆ Massachusetts Institute of Technology: Review of Market Support for Retail Development
- ◆ Commercial Development Potential at Portland Place: Boston, MA

URBAN ENTERTAINMENT/SPECIALTY CENTER PROJECTS (Cont.)

- ◆ National Comedy Center: Jamestown, NY
- ◆ Market Analysis for Specialty Retail Development at Ybor City: Tampa, FL
- ◆ Retail Market Analysis and Master Plan: San Antonio, TX

TOURISM DEVELOPMENT/HERITAGE PARK PROJECTS

- ◆ Tourism Development Strategy: Pittsfield, MA
- ◆ Freedom Trail: Boston, MA
- ◆ Seneca County, New York Tourism Development Plan
- ◆ Catskills Tourism Plan: NY
- ◆ Alabama Tourism Development Summit
- ◆ North Augusta, South Carolina Tourism Development Plan
- ◆ Catskills Resort Area Development Plan
- ◆ Heritage Park: Wheeling, WV
- ◆ Hudson River Valley Tourism Development Plan
- ◆ Oil Region Heritage Park and Tourism Plan: PA
- ◆ Ohio & Erie Canal Corridor Study: Ohio
- ◆ Tompkins County, New York Tourism Development Plan
- ◆ Thames River Maritime Heritage Park: CT
- ◆ Puerto Rico Tourism Development Plan
- ◆ U.S. Travel & Tourism Administration - National Rural Tourism Study
- ◆ State of Kansas: Travel Development Plan
- ◆ New York State Tourism Plan
- ◆ Grand Bahama Island Tourism Development Strategy
- ◆ Lackawanna Valley Heritage Park: Scranton, PA
- ◆ Lowell Historic Canal Commission: Lowell National Cultural Park
- ◆ State of Connecticut Heritage Park System
- ◆ Tourism Strategy: Jamestown, NY
- ◆ Urban Cultural Park: Seneca Falls, NY
- ◆ Urban Cultural Park System Master Plan: State of New York
- ◆ Catskill Rail/River Corridor Study: Kingston, NY
- ◆ Rio Salado Master Plan: Phoenix, AZ
- ◆ Riverpark Master Plan: Chattanooga, TN
- ◆ Winter Tourism Plan: Anchorage, AK

REPRESENTATIVE CLIENT LIST

- ◆ Advest, Inc.
- ◆ Akron Civic Theater
- ◆ American Campus Lifestyles Companies, Inc.
- ◆ Anchorage Economic Development Corp.
- ◆ Arts Council for Chautauqua County
- ◆ Atlanta Development Authority
- ◆ Atlanta-Fulton Recreation Authority
- ◆ Audubon Society of Rhode Island
- ◆ Big Two Resorts, Inc.
- ◆ Black River Design
- ◆ California Academy of Sciences
- ◆ Cambridge Seven Associates, Inc.
- ◆ Carr, Lynch and Associates
- ◆ Central Catskill Planning Alliance
- ◆ Chermayeff, Sollogub & Poole
- ◆ City Design Collaborative
- ◆ City of Charleston, SC
- ◆ City of Jamestown, New York
- ◆ City of Nashua, New Hampshire
- ◆ City of New Britain, Connecticut
- ◆ City of North Augusta, South Carolina
- ◆ City of Providence, RI
- ◆ City of Sheboygan, Wisconsin
- ◆ City of Tacoma, Washington
- ◆ City of Woburn, Massachusetts
- ◆ Cleveland Botanical Garden
- ◆ Clough, Harbour Associates
- ◆ Colorado Aquarium Society
- ◆ Connecticut Development Authority
- ◆ Connecticut Historical Society
- ◆ Corcoran Jennison Mullins
- ◆ Davidson-Peterson Associates
- ◆ Daylor Consulting
- ◆ Dowl Engineering
- ◆ Florida Aquarium
- ◆ Forest City Enterprises
- ◆ Friends of Moccasin Bend: Chattanooga, TN
- ◆ Georgia Sports Hall of Fame Authority
- ◆ Goodspeed Opera House
- ◆ Goody Clancy & Associates, Inc.
- ◆ Gulf of Maine Aquarium Development Corp.
- ◆ Hellmuth, Obata & Kassabaum (HOK)
- ◆ Howard, Needles, Tammen & Bergendoff (HNTB)
- ◆ Hudson River Greenway Conservancy

Qualifications

REPRESENTATIVE CLIENT LIST (Cont.)

- ◆ Icon Architecture
- ◆ IDEA, Inc.
- ◆ Jacksonville, Florida CVB
- ◆ JMB/Urban Development Co.
- ◆ Krent/Paffett Associates
- ◆ Landauer Associates
- ◆ LaSalle Partners
- ◆ Las Vegas Valley Water District
- ◆ Lee Skolnick Architects
- ◆ LeisureQuest
- ◆ Leung, Hemmler, Camayd
- ◆ Lyons-Zaremba Inc.
- ◆ MA Division of Capital Planning & Operations
- ◆ Metropolitan District Commission
- ◆ Minnesota Museum of Art
- ◆ Mississippi River Museum
- ◆ Modern Continental Companies, Inc.
- ◆ Monterey Bay Aquarium
- ◆ Museum of Discovery and Science, Fort Lauderdale, Florida
- ◆ Mystic Aquarium
- ◆ National Aquarium in Baltimore
- ◆ National Audubon Society
- ◆ National Aviary in Pittsburgh
- ◆ National Oceanic and Atmospheric Administration
- ◆ New Bedford Aquarium Development Corp.
- ◆ New England Aquarium
- ◆ New Jersey State Aquarium
- ◆ New York Power Authority
- ◆ Peckham, Guyton, Albers & Viets (PGAV)
- ◆ Pennsylvania Dutch Convention & Visitors Bureau
- ◆ Pfleger Institute of Environmental Research
- ◆ Portico Group
- ◆ Principal Financial Group
- ◆ Quincy 2000 Corporation
- ◆ Radio Flyer Corporation
- ◆ Ralph Appelbaum Associates
- ◆ Rhodes/Dahl
- ◆ Sasaki Associates
- ◆ Seneca County, New York
- ◆ Shedd Aquarium
- ◆ Sheppard, Mullin, Richter & Hampton LLP
- ◆ South Carolina Aquarium
- ◆ TAMS Consultants, Inc.
- ◆ The LA Group
- ◆ The Saratoga Associates
- ◆ THInc
- ◆ Town of Islip, New York
- ◆ Town of Mashpee, Massachusetts
- ◆ U.S. Baseball Federation
- ◆ U.S. Department of the Treasury
- ◆ U.S. Fish and Wildlife Service
- ◆ U.S. National Park Service
- ◆ University of Southern Mississippi
- ◆ Urban Design Group
- ◆ Virginia Museum of Science
- ◆ Waterfront Center
- ◆ Wildlife Conservation Society

ConsultEcon, Inc.

Robert E. Brais, Vice President

Mr. Brais is a consultant to an array of client types including non-profit institutions, developers and business owners, national, state and local governments and agencies. He has been identifying success strategies for master plans, development projects and existing institutions for over two decades.

Services provided by Mr. Brais include: highest and best use and market support studies, master plans, strategy formulation, land economics, economic and fiscal impact assessment, and development approvals process assistance. Financial analyses range from preliminary feasibility studies to complex development pro formas, operational programs and business plans for major projects. State-of-the-art financial analysis techniques include sensitivity testing and discounted cash flow projection.

Project types include land master plans, visitor attractions such as aquariums, zoos, waterparks, museums and entertainment districts. Mr. Brais also has extensive experience in analyzing real estate associated with recreational land uses such as retail, restaurant, hotel, conference center, cinema, commercial, golf, residential, parking and marinas.

Examples of Mr. Brais' assignments include:

- *Aquariums*: Living Planet Aquarium in Salt Lake City, Texas State Aquarium; Shedd Aquarium; National Aquarium in Baltimore, Florida Aquarium and Samsung Everland Aquarium in Seoul, Korea.
- *Children's Museums*: Explore & More Children's Museum, Nevada Discovery Museum; Knock Knock Children's Museum and Chicago Children's Museum.
- *Science Centers*: Science Museum of Virginia; Nauticus; Desert Discovery Center in Scottsdale AZ; Lawrence Hall of Science; Mid-America Science Center.
- *Arts and Culture Museums*: Miami Art Museum; Witte Museum; New Mexico Museum of Art, Cavanaugh Flight Museum, Adirondack Museum, National Mississippi River Museum & Aquarium.
- *Visitor Centers*: St. George's Visitor Center in Bermuda; NPS Gettysburg National Military Park.
- *Recreation*: Cherokee Hotel and Indoor Waterpark; Destiny USA Mega Mall; Corolla NC Event Center; Audubon Nature boat; Mississippi River Excursion Boat, Chapman Cultural Center.
- *Commercial*: Owensboro, KY Convention Center; Conference Center/Hotel Feasibility: Austin, TX; Luxury apartments, Salem, MA, Hyde Park - Boston retail study.
- *Educational*: National Flight Academy; Audubon Hog Island learning center; Energy Education Center.

Master planning assignments include Niagara Falls at Niagara Parks in Ontario, the Las Vegas Springs Preserve, Des Moines Riverfront, Boundary Tree master plan in Cherokee, NC, and Boston's Charles River Basin. For zoos and aquariums, master planning assignments include the Indianapolis Zoo, the Oklahoma City Zoo, the California Academy of Sciences, the Monterey Bay Aquarium and the Mystic Aquarium.

Much of Mr. Brais' work has been in formulating implementable strategies for economic development of municipalities, districts or regions. This includes tourism strategies, development master plans, downtown studies and waterfront plans. A visitor center strategy was prepared for the City of San Antonio, and a master plan for a cultural attraction in San Benito TX; downtown retail strategy for Salem, MA, and a heritage tourism strategy for Western New York.

Economic and fiscal impact evaluations are often necessary for project cost-benefit analysis, and to garner public support and funding. Mr. Brais experience in evaluating the impacts of discrete projects as well as action plans includes: economic impacts of Red Sox spring training facility; the National Museum of the Marine Corps, Miami Science Museum; and, Living Planet Aquarium in Salt lake City. A tourism strategy economic impacts analysis was part of the Heritage Tourism Strategy for Western New York.

Prior to his consulting career work, Mr. Brais had experience in real estate evaluation and in retail management. Mr. Brais has an M.B.A. from the University of North Carolina At Chapel Hill and a B.A. in Economics and Political Science from Boston College.

James Stevens, Senior Associate

Mr. Stevens has broad-based experience in market analysis, business planning, financial modeling, and economic planning and development. Areas of expertise include planning for arts, cultural and downtown districts and commercial revitalization strategies, assessing the economic feasibility of mixed use real estate developments, specializing in the development of cultural facilities, heritage sites, parks, visitor attractions and other recreation-oriented uses, and evaluating direct and indirect socio-economic impacts and fiscal impacts of real estate development and business operations. His clients include non-profit organizations and city, town and county governments.

Recent Aquarium Projects include: conducting a feasibility study and economic impact evaluation of the relocation of Mote Marine Laboratory's public aquarium in Sarasota, FL; analyzing alternative sites and assessing the feasibility of relocating the North Carolina Aquarium at Fort Fisher to Wilmington, NC; evaluating the feasibility of a new aquarium in Punta Gorda, FL; and providing market and economic analysis for the Virginia Aquarium and Owls Creek Area Master Plan in Virginia Beach, VA.

Recent Tourism Projects include: evaluating the market and operational feasibility of a new wine and culinary center in Blowing Rock, NC; evaluating alternative locations and developing project parameters for the construction of a new visitor center in San Antonio, TX; reviewing market potential for new heritage tourism project in Cedar Park, TX; assessing the potential of a mixed-use development to include a new Route 66 attraction in Tulsa, OK; testing the feasibility of alternative scenarios for a new interpretive and educational attraction in Scottsdale, AZ that is planned to incorporate environmentally sustainable features; and, conducting a market analysis and operations plan for a visitor center at a Frank Lloyd Wright-designed synagogue near Philadelphia, PA.

Recent Parks / Recreation Plans include: evaluated the feasibility of community event uses at historic farm property, Acton, MA; developing the business plan component of a master plan for Fort Adams, a historic fort on the waterfront in Newport, RI; developing the business plan component of the master plan for Fort Lowell Park, a historic and recreational park in Tucson, AZ.

Recent Economic and Fiscal Impacts Evaluations include: evaluated the economic impacts and community benefits of re-watering and revitalizing the Smoky Hill River, Salina, KS; estimated linkage fee charged to new commercial developments to fund affordable housing demand created by new employment in commercial developments in Cambridge, MA and in Somerville, MA; analyzed the potential fiscal revenues of alternative waterfront uses, including hotel, residential, and cultural uses in Alexandria, VA; assessing the impact of a proposed "lifestyle center" on retail businesses in downtown Dedham, MA.

Mr. Stevens has a master's degree in city planning from the Massachusetts Institute of Technology. He received a bachelor's degree in history from Cornell University and is a member of the American Planning Association.

MILFORD CITY COUNCIL
MINUTES OF MEETING
March 9, 2015

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, March 9, 2015.

PRESIDING: Mayor Bryan W. Shupe

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

City Manager Hans Medlarz, 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 7:14 p.m.

INVOCATION & PLEDGE

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

APPROVAL OF MINUTES

Motion made by Mr. Pikus, seconded by Mr. Grier to approve the minutes of the January 26 and February 9, 2015 Council Meetings and February 23, 2015 Council Workshop as submitted. Motion carried.

RECOGNITION

Carlisle Fire Company/Utility Bill Insert

Mayor Shupe reported that Carlisle Fire Company is asking permission to include inserts in city utility bills to encourage volunteers to join their company. This is a cost-effective way for the fire company to reach a large number of people, especially new residents to the area.

Mr. Medlarz said the request came from the president of the fire company.

Motion made by Mr. Brooks to approve Carlisle Fire Company providing inserts for inclusion with the city utility bills, seconded by Mr. Starling. Motion carried.

Proclamation 2015-06/Random Acts of Kindness Day/Celebration of Madison Peterman's Life

Mayor Shupe welcomed Carrie and Scott Peterman and other family members and friends.

Mayor Shupe has been talking to the Peterman family the last couple of days about their idea to celebrate the life of their young daughter. For those that are unfamiliar with the incident, the mayor recalled that back in 2009, Madison's grandmother, Madison and her friend were killed when a propane truck collided with their vehicle which was pulled over on the shoulder on Route 1 just north of Milford.

Last year, Madison's Mother Carrie Peterman, along with her husband Scott, decided to turn a sad day into an event to celebrate their daughter's life. As a result, her birthday of March 25th was dedicated to her life and her legacy of providing random acts of kindness to other people.

Mayor Shupe then read a portion of Proclamation 2015-06 into record:

PROCLAMATION 2015-06
Random Acts of Kindness Day

Whereas, in the heart of all of us lies the idea that we hold the power of kindness within us; and

Whereas, no one, no matter how young or how small, is too little to make a difference in our community and our world;
and

Whereas, through random acts of kindness, we can promote healthy behaviors and positive dynamics within our community; and

Whereas, we seek to cultivate caring, kindness and compassion within our community by teaching our youth that they can make a difference through random acts of kindness; and

Whereas, at the young age of nine, Madison Peterman had already spent countless hours volunteering and performing quiet acts of kindness, something that came so naturally to her; and

Whereas, Madison was killed in a horrendous vehicle accident, along with her friend and her grandmother on a fateful day in 2009; and

Whereas, still trying to cope with the senseless tragedy, Parents Carrie and Scott Peterman made a decision her birthday should become a celebration of her life by encouraging the community to perform random acts of kindness; and

Whereas, in an effort to continue Madison's legacy, please join with me and the Peterman family by mirroring Madison's acts of kindness, her spirit of compassion and goodwill toward all persons.

NOW, THEREFORE, I, Bryan W. Shupe, Mayor of the City of Milford, on the day of Madison Peterman's 15th birthday, do hereby urge the citizens of our community to join in the observance of Madison Peterman's Random Acts of Kindness Day on March 25, 2015 and that everyone tap into their own human spirit and share kindness with one another thereby nourishing and strengthening our entire community and especially our youth.

BE IT FURTHER RESOLVED, that this resolution be included in the official City of Milford Council Minutes of Milford Delaware and that a copy be provided to the family of Madison Peterman.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Milford, Delaware to be affixed this 9th day of March, Two Thousand and Fifteen.

Mayor Shupe then presented Mrs. Peterman and family with a copy of the resolution.

MONTHLY POLICE REPORT

Police Committee Chairman Morrow presented the report on behalf of Chief Hudson and moved to accept the monthly police report as submitted, seconded by Mr. Starling. Motion carried.

CITY MANAGER REPORT

The following report was submitted by the city manager:

Administration:

Made additional contacts with key businesses (BAC & Caulk)

Coordinated Bayhealth campus planning efforts with the Office of State Planning Coordination

Continued public works agreement effort for SE utility expansion

*Started public works agreement effort for the NW utility expansion
Concluded solid waste ordinance revisions
Continued electric tariff reviews
Investigated easement issue at northwest corner of RT-113 and RT-14
Continued negotiations with First State Manufacturing associated with the potential land exchange
Hosted a meeting with Sussex County officials
Facilitated a parcel consolidation/rezoning effort for Perdue
Started Watergate force main redesign process regarding sewer transmission capacity increase
Attended City Managers, Tourism and Chamber meetings
Initiated meetings with potential Energy Service Companies regarding potential guaranteed savings projects
Concluded the hiring of the Coordinator of Planning and Economic Development position*

Electric Department:

*Received recertification Chemical/Insecticide Application.
Assisted recoring of locks for Customer Service Center and Armory
Cooperated with Downes Associates in resolving Perdue's Primary Metering issues
Qualified groundsman applications were sent to Electric Department for interview
Continued electric tariff discussions regarding pending changes
Took delivery of Terex digger truck
Installed gateway on computers for radio access
Licensed electrician repaired all malfunctioning lights at City Hall and installed parking lot light
Completed trimming on Old Shawnee Road., Shawnee Road., Evergreen Lane and easement behind Shawnee Acres
Completed electrical relocations in anticipation of Thompsonville Intersection Project
Completed PLC programming for US Cold Storage, Kent County Pump Station and SeaWatch
Continued CSP Application 2015-16 season for the Milford School District*

Streets and Solid Waste Department:

*Handled several snow events
Took delivery of the 2015 F450 Dump truck ordered September 2014 off State Contract
Street Dept. received a compliment from a citizen via the Mayor regarding street clean up
Made repair attempt on Maple Avenue culvert
Redirected quotations for a pipe liner with expected delivery March 9th
Notification of customers regarding Spring Clean-Up week: March 30th-April 3rd via bill inserts, City Website, Milford Live and local papers.
Continued tagging of customers doors regarding bulk procedures if bulk items are encountered
Handling of increased number of customers calling to schedule pickups*

Water and Sewer Department:

*Assisted in repairs at North Street pump station
Attended Washington Street water treatment plant design review meeting
Repaired sewer lateral at 306 Lakeview Avenue
Assisted Street Department in snow removal activities
Repaired water leaks at NE. Front & N. Washington Street
Investigated sink hole on Montgomery Street
Pumped down pond for Maple Street culvert repair attempt*

City Manager Medlarz reported that he and Mayor Shupe, have visited a number of industries to make contacts. Recently they met with Baltimore Air Coil and Caulk Dentsply. Both are tied into redevelopment projects which they discussed.

Mayor Shupe and he also attended a recent meeting with State Planning to discuss the Bayhealth campus coordinating and planning efforts. The master plan was submitted last week; the PLUS meeting has been scheduled for the end of this month.

He said we continue to work on the utility extension on the southeast and the northwest side of Milford. Baltimore Air

Coil will be participating in the northwest utility extension project.

He has met with staff to review the electric tariff. They will be meeting with our electric consultant next week to get his input. The revised document will be presented to council within the next six weeks.

The city manager will also be presenting a pending easement issue located on the northwest corner of Route 14 and Route 113. An easement agreement is being prepared which will limit the city's uses. Mr. Medlarz and Mr. Rutt will be sitting down with the other party in hopes of presenting the agreement for council consideration in the near future.

Mr. Medlarz continues discusses with First State Manufacturing regarding two different issues. There is a need to review the plot plan on the little league land. After a complete review by surveyors, the matter will be presented to council.

A meeting was held with Sussex County Officials as they continue to work on the Sussex County permitting issue.

With the assistance of Mr. Rutt, they are working on a parcel consolidation/rezoning effort for Perdue. He noted that is not a planning issue but a housekeeping issue that needs to be addressed due to a conditional plan approved by council. Some legal work is needed and some underlying lot lines cleaned up.

The city manager is involved in several utility issues including the Watergate force main redesign. He has met with the contractors on site to come up with a proposal to tie into Marshall Commons.

The mayor and the city manager have also attended a number of meetings including tourism and chamber functions.

Mr. Medlarz and Electric Superintendent Rick Carmean are working with some energy service companies regarding potential guaranteed savings projects on streetlights and/or the smart grid side. Council will see this in approximately two to three months.

He and Electric Superintendent Rick Carmean have been working with Perdue on a metering issue and all issues have been resolved.

All the public works' departments have assisted with the issues that remain at the customer service building. The city has saved a substantial amount as a result.

Another groundsman was hired at the electric department. Mr. Medlarz reported the department now has a licensed electrician who was worked on some electrical issues in the building as well as the lighting that was added in the parking lot.

Some electrical relocations were completed at the Thompsonville intersection. DelDOT has begun construction of the grade separated intersection.

The Planning and Economic Development Coordinator has been hired and will start work on May 4th.

Crews tried to repair the Maple Avenue culvert but after pumping it out, it became very difficult to keep up with the debris. Trying to stay on budget, an insert pipe was purchased and a masonry contractor hired to assist and complete the work.

In regard to the changes to our solid waste management service, crews have started tagging the bulk items that are left for collection. Should the customer ignore the tag, crews will pick the item up after three weeks. That should bring some additional revenue into the general fund once this fully up and running. The ordinance is scheduled for adoption this evening.

We ran into a problem with the second pump at the North Street pump station. Because our vac truck was out for repairs, we ended up having to transport the waste for a few days. Our vac truck has now been repaired so we are now prepared to address this should it occur again.

We are proceeding with the Washington Street water treatment plant project.

There was a relatively large sink hole open up after one of the snow storms on Montgomery Street. It collapsed without warning and there was a concern about damage to the pipes below.

Mr. Medlarz recalled when former Parks and Recreation Director Gary Emory provided updates at the monthly meetings of city council though that has not been done in several years. Both the city manager and Parks and Recreation Director Dennehy felt it was unfair Parks and Recreation was not recognized. As a result, Mr. Dennehy will be preparing a monthly report which will be included in the packet.

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

COMMITTEE & WARD REPORTS

Economic Development and Finance Committees-Aquarium Funding Recommendation

Mayor Shupe advised that these committees met earlier this evening. He prefers we postpone this vote until the March 23rd meeting. In that manner, those council members not in attendance will have the ability to read the minutes from the meeting.

Economic Development Chair Grier provided a brief overview of the joint finance and economic development committee meeting. Besides himself, those in attendance included Mayor Shupe, Councilman Morrow, Starling, Mergner, Brooks and Pikus.

The Milford Aquarium group updated the committee members on their activities and requested funding for a full detailed business plan. They originally considered a \$7,500 business plan but decided a more detailed version at a cost of \$46,000 would be more appropriate. They are asking the city to pay the cost of the business plan from the economic development account.

The committee agreed that if Milford Aquarium President and Chairman of the Board of Directors William Pilecki was able to raise \$23,000, the city would match it. A motion was made and carried. That recommendation will be placed on councils' agenda for a final decision.

COMMUNICATIONS & CORRESPONDENCE

Mr. Starling announced that Councilwoman Wilson has had three deaths in her immediate family in the past couple weeks. He asked for prayers for Ms. Wilson and her family.

UNFINISHED BUSINESS

Adoption/Ordinance 2015-01/Chapter 193/Solid Waste Management

Mr. Medlarz recalled the numerous discussions regarding the changes he has made to the solid waste code. The old ordinance was not workable and needed to be changed.

He noted that the solid waste department is already following the ordinance when it comes to bulk. They are no longer disregarding the small amount of additional trash left beside a trash container.

They have not yet enacted the additional container requirement because that is illegal at this point. Once adopted, we can proceed with distributing the Notice of Noncompliance which informs customers that two consecutive violations or three violations in a quarter will result in an addition container being delivered.

Mr. Brooks advised that one of his neighbors has the smaller trash container and typically sets out two additional bags. Mr. Medlarz said if that occurs, the customer will be issued a larger container to resolve the problem. In most cases, a

customer requests a smaller container because they do not have enough room to store the larger container.

Mr. Brooks said he will contact the city manager with the customer's address.

Mr. Gleysteen moved to adopt Ordinance 2015-01, seconded by Mr. Pikus:

*ORDINANCE 2015-01
Chapter 193-Solid Waste*

*CODE OF THE CITY OF MILFORD
PART II - GENERAL LEGISLATION
CHAPTER 193 - SOLID WASTE MANAGEMENT*

SECTION 1. This ordinance hereby repeals all provisions of Chapter 193 Solid Waste Management of the Code of the City of Milford.

SECTION 2. Chapter 193 Solid Waste Management, is hereby replaced with language as follows:

ARTICLE I. General Provisions

193-1. Mandatory Residential Collection.

The maintenance of the public health, safety, sanitation and aesthetics requires that all residential properties in the City of Milford accept, arrange and pay for solid waste collection and disposal services in accordance with this chapter. Residential properties include detached homes, duplexes, townhouses and condominiums.

193-2. Non-Residential and Multi-Unit Rental Complex Services.

Solid waste services through the City of Milford are optional for non-residential entities and multi-unit complexes in common ownership. Upon request containers may be provided, in accordance with the fee established in Section 193-11. Those opting not to utilize solid waste collection through the city shall be required to make arrangements for the disposal and/or collection of the same by a private collector/hauler at no cost to the city.

193-3. Containers Required.

The city shall specify the type of container to be used for each specific collection. Use of any other type container than specified by the city is prohibited. The city will provide containers to the customer as required by the desired level of service at no up-front cost to the customer. If any container is lost or destroyed, another container shall be provided at cost to the customer. Multi-unit rental complexes under common ownership may utilize a city approved dumpster.

193-4. Special and Holiday Collections.

A. Special Collections.

A special collection will occur one week in the spring and one week during the fall of each year. Customers shall be able to put out additional bulk items during these weeks without an additional charge. Adequate notice of the special collection dates and details shall be provided to customers.

B. Holiday Collections.

The city observes the following six holidays in which trash services will not occur:

New Years

Memorial Day

July 4th

Labor Day

Thanksgiving

Christmas

If the holiday or observed holiday falls on a Monday, collection will be the following day affecting all workdays including Saturdays. If holiday falls on any other weekday, only the collections after that day are shifted by one day.

C. Holidays such as Martin Luther King Birthday, Presidents Day, Good Friday, Election Day and Veterans Day

will not affect collections.

193-5. Bills, Payments and Deposits.

- A. The rates as established shall be an assessment and shall be billed to customers on a monthly basis. All bills for service are due and payable each month for normal and additional services performed. Monthly charges, if not paid by the due date, shall accrue interest at the rate of 1 1/2% per month until paid.*
- B. Bills are rendered for any indicated period of service, either special or monthly, and will show the proper charge as determined by the applicable rate schedule. Bills shall be considered as duly rendered when delivered at or mailed to the recorded address of the customer, as provided by him for that purpose.*
- C. The charges imposed under this ordinance shall be a lien against any owner-occupied property served and shall be and remain a lien for ten years from the date of assessment of such charge. Such lien shall have priority over any other lien, encumbrance or conveyance even though such other lien or liens may be of a date prior to the time of attaching of this lien. The City Manager shall have the same authorities, remedies and powers with respect to the collection of this charge as are provided for the collection of taxes.*
- D. Any customer, upon receipt of a bill, having reason to doubt its accuracy shall bring or mail the bill within five days to the city for investigation.*
- E. Nonpayment of two (2) consecutive months will trigger suspension of trash collection and removal of all city-issued containers.*
- F. Creation of new rental accounts, not part of a multi-unit rental complex under common ownership, will require a \$100 reimbursable deposit. Unpaid balances will be applied when account is terminated.*

193-6. Violations and Penalties.

- A. Unless otherwise prescribed herein, any person violating any of the provisions of Chapter 193 shall, upon conviction thereof before a Justice of the Peace, be sentenced to pay a fine of not less than \$25 nor more than \$300, together with costs of prosecution.*
- B. Every violation of this chapter shall be deemed a separate offense for each and every day a violation shall continue and shall be subject to the penalty imposed by this section for each and every such separate offense.*

193-7. Supplemental Regulations.

The City Manager is hereby authorized to administer Chapter 193 of the City of Milford Code pertaining to the solid waste collection system

ARTICLE II. SOLID WASTE

193-8. Definitions

As used in this chapter, the following terms shall have the meanings indicated: SOLID WASTE-Commonly referred to as trash or garbage, consisting of everyday items that are discarded which may include food wastes, containers and product packaging and other miscellaneous wastes from residential or commercial sources. Solid Waste does not include yard waste, inert waste such as construction debris, hazardous waste, toxic waste or medical waste.

193-9. Unlawful Acts and Containment Requirement

- A. It shall be unlawful to deposit or place any trash or garbage into any yard waste container or recycling container.*
- B. No solid waste or any other similar materials shall be placed in the street, drainage gutter or on the sidewalk.*
- C. No solid waste of any description shall be disposed of within the limits of the city in any manner other than that prescribed herein. Deposit of solid waste upon any land, alley, street, public place, vacant lot, watercourse, ditch or any other method of disposal not in accordance with this chapter shall be a violation as prescribed herein.*

193-10. Collection Procedures

- A. General.*
 - (1) All collection of solid waste materials from residences and other approved establishments shall be by city public works crews or contractors hired or contracted by the City Council.*
 - (2) On designated collection days containers shall be placed just behind the curblin without interfering with*

vehicular or pedestrian traffic.

(3) Containers shall be placed no earlier than 3:00 p.m. of the day preceding the day of collection and not later than 7:00 a.m. on the scheduled day of collection and shall be removed to a point at the side or rear of the structure not later than 7:00 p.m. of the day of collection.

B. Multi-Unit Rental Complex Collection. Owners and/or designee of multi units rental complexes desiring to utilize containers for mass storage may do so, provided that the container and the placement of the container is approved by the City Manager or his designated representative. In no case shall the container be in excess of three (3)-cubic yards' capacity.

C. Items Prohibited

(1) The scope of the service rendered by the city in the collection and removal of solid waste materials is intended to serve the needs of its customers' related activities. It is considered to be beyond the scope of such service to collect or remove solid waste materials generated by clearing, construction, demolition and any other such activity producing quantities of solid waste.

(2) Rock, scrap building materials, appliances containing freon or other trash resulting from construction, remodeling or destruction by fire, the elements, acts of God or other causes resulting from a general cleanup of vacant or improved property or trees, brush and/or debris cleared from a property in preparation for construction or landscaping shall not be collected and removed by the city. Such materials will be removed at the expense of the customer.

(3) Tires will not be collected. Items too bulky or heavy to be removed during the regular city collection maybe removed after special arrangements have been made by the customer.

E. Items piled alongside the container will not be picked up, nor will containers not provided by the city.

F. Mandatory Additional Container.

(1) Any additional items found outside container will not be picked up. Items will be tagged and customer informed of pending additional container issuance.

(2) Additional container delivery and associated fee will be triggered after two (2) consecutive incidents related to additional items or three (3) incidents in any rolling six months period.

(3) Payment of additional container will be the responsibility of customer until account is terminated.

193-11. Collection & Rate Schedule

A. The city will collect solid waste as described in this Article II once every week.

B. The City Manager shall divide the city into districts and shall schedule the collection of solid waste in these districts on the day or days and at the times that shall be most efficient and convenient to the city. Adequate notice of the collection schedules shall be provided to all customers and any changes thereto.

C. Residential properties

\$23.50 monthly - one container

D. Non-Residential properties:

\$23.50 monthly - one container

E. Multi-unit rental complex.

\$23.50 monthly - one container per unit or three (3)-cubic yard dumpster(s).

F. Additional trash container-\$20

Additional yard waste container-\$12

ARTICLE III. YARD WASTE

193-12. Definitions

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

YARD WASTE-Biodegradable waste consisting of leaves, grass clippings, twigs, small branches (less than four feet in length), shrubbery, prunings and other garden material.

193-13. Containers Required;

A. Depositing or placing any yard waste or matter into any garbage container, recycling container or on any city street or in a drainage gutter is prohibited.

B. Mandatory Additional Yard Waste Container.

- (1) Any additional yard waste found outside container will not be picked up. Excessive yard waste will be tagged and customer informed of pending additional yard waste container issuance.*
- (2) Additional container delivery and associated fee will be triggered by two (2) consecutive incidents related to excessive yard waste or three (3) incidents in any rolling six months period.*
- (3) Payment for additional yard waste container will be the responsibility of customer until account is terminated.*

193-14. Collection Procedures

- A. The city will collect yard waste 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 customer.*
- B. The city will provide for loose leaf curbside collection from November 1 through January 31 in accordance with the following conditions:*
 - (1) Loose leaves shall be raked and placed behind the curb for removal by the city's leaf vacuum.*
 - (2) Leaves must be free of stones, branches, brush and grass clippings or they will not be collected.*
 - (3) It is illegal to place, sweep or blow leaves and other yard waste into the street, storm drains or catch basins.*

193-15. Collection Schedule.

- A. The city will collect yard waste as described in Section 193-14A every two weeks.*
- B. The loose leaf curbside collection as described in Section 193-14B will be collected once each week.*

ARTICLE IV. RECYCLING

193-16. Definitions

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

RECYCLING- Unbagged Recycling materials including cardboard, glass bottles and jars (any color), junk mail and envelopes (all types), magazines and catalogs, metal cans (tin/steel/aluminum), milk jugs, bleach/detergent bottles and shampoo bottles, narrow-neck plastic bottles, newspapers, paperboard (cereal/tissue boxes), telephone and soft cover books, pizza boxes (free of food residue). Recycling materials does not include bags, styrofoam (all types), hardback books (pages are acceptable, remove hard cover), light bulbs (all types), household batteries, electronics, broken glass/mirrors/window glass, empty aerosol spray cans, paint cans.

193-17. Unlawful Acts and Containment Requirement

It shall be unlawful to deposit or place any recycling material into any solid waste container or yard waste container or on any city street or in a drainage gutter.

193-18. Collection Procedures

The City will provide for the collection of recycling material, provided that such material is deposited into a recycling container provided by the city. Disposal of excessive material that will not fit into the container shall be the responsibility of the customer.

193-19. Collection Schedule

The City will collect recycling material once every two weeks.

ARTICLE V. BULK ITEMS

193-20. Definitions

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

BULK ITEMS- Unbagged garbage other than regular household trash, such as furniture, appliances, large items including, but not limited to lawn mowers, barbeque grills, hot water heaters, air conditioners, televisions, doors, cabinets and kids toys.

Note: Bulk items does not include materials generated by clearing, construction, demolition and any other such

activity producing quantities of solid waste, rock, scrap building materials, appliances containing freon or trash resulting from construction, remodeling or destruction of fire, the elements, acts of God or other causes resulting from a general cleanup of vacant or improved property or trees, brush and/or debris cleared from a property in the preparation for construction or landscaping. Any yard waste material is not considered a bulk item and shall not be collected and removed by the city. Such materials shall be removed by the customer.

193-21. Unlawful Acts

It shall be unlawful to place any bulk material or any hazardous chemical on a city street or near a drainage gutter.

193-22. Collection Procedures

- A. Customers are required to contact our Customer Service Department to schedule a pickup.*
- B. Customer without prior pick-up arrangements will be tagged and notified of subsequent billing.*
- C. Items not removed by customer in subsequent weeks will be removed and billed accordingly.*

193-23. Collection & Rate Schedule

- A. The bulk fee shall be determined on a sliding scale based on the number of large items picked up as indicated below:
 - (1) A minimum of \$50 will be billed for each pickup of up to five items.*
 - (2) Each additional item will be billed at \$10.**
- B. The city will collect bulk material every Wednesday.*
- C. The city will not collect bulk material during those weeks in which a holiday is observed and trash services do not occur. Refer to Section 193-4(b) for holidays that apply.*

ARTICLE VI. TEMPORARY SUSPENSION OF SERVICES

193-24 Authority

- A. The City Manager or designee may suspend trash and recycling (and yard waste when applicable) collection services for on an owner-occupied residences only if the home is unoccupied between a minimum of three months and a maximum of twelve months.*
- B. A "Temporarily Suspend Garbage Service Application" must be completed in order to place the service on hold.*
- C. A "Temporarily Suspend Garbage Service Application" must be received by the Customer Service Department at least five business days prior to the start of the suspension period.*
- D. The Solid Waste Department will collect the trash, recycling and yard waste (if applicable) containers at the start of the suspension and redeliver them on the expected date of return.*
- E. The residence for which the suspension has been approved shall remain vacant during the suspension period.*
- F. Service will automatically be reactivated at the end of the approved suspension period, unless a request for an additional period of temporary suspension has been requested and approved by the City Manager or designee prior to the automatic reactivation. Failure to request an extension prior to the reactivation date will result in the resumption of the monthly solid waste fee. Continuation of a suspension of service after reactivation requires a new "Temporarily Suspend Garbage Service Application" to be filed with the appropriate fee.*
- G. When a suspension is active, the customer may not use any other city trash/recycling/yard waste services, including someone else's container or bulk service.*
- H. No credit will be issued should customer fail to submit and complete the "Temporarily Suspend Garbage Service Application."*
- I. Partial or retroactive payments of monthly fees are prohibited.*

193-25. Suspension Fee

- A. At the time of the suspension request, the following service fees shall be paid by the customer:
 - (1) A fee of \$35 for removal and storage of the container(s).*
 - (2) A fee of \$35 for redelivery of the container(s).**
- B. Service fee shall be paid at the time the "Temporarily Suspend Garbage Service Application" is submitted to the Customer Service Department.*

193-26. *Noncompliance, Violations and Penalties*

- A. *Noncompliance of this article will result in the immediate reactivation of the solid waste services.*
- B. *The account will be billed the full service fees for the entire suspension period and a \$100 account reconciliation fee assessed for noncompliance.*
- C. *Violations and Penalties set forth in Section 193-6 shall also apply to Article VI.*

SECTION 3. *Dates.*

Introduction 02-23-2015
Adoption 03-09-15
Effective 03-19-15

Motion carried.

Introduction/Ordinance 2015-02/Chapter 230/Zoning Amendment/Area Regulations & Floodplain Reference

The city manager recalled the discussions regarding the floodplain regulations. Since the floodplain management ordinance was adopted, a number of cross references had to be made and it will be added to the city’s zoning code.

At the time this was being reviewed, an error was detected in the area coverage. All lot coverage language was changed to building coverage to correct it. The current language results in an undevelopable situation.

There was also a contradiction in the parking space subsection and the table reference. As a result, the subparagraph was removed leaving the table reference only.

Mayor Shupe then introduced the following ordinance:

ORDINANCE 2015-02
Chapter 230-Zoning

WHEREAS, the City of Milford deems it necessary to classify, regulate and restrict the height, number of stories and size of buildings and other structures, the percentage of lot that may be occupied, the size of yards, courts and other open spaces, the density of population and the location, use and extent of buildings, structures and land for residence, trade, industry and other purposes; and

WHEREAS, the City creates districts for said purpose and establishes a Board of Adjustment; and

WHEREAS, the City imposes penalties for violations, so as to lessen congestion in the streets; secure safety from fire, panic and other dangers; provide adequate light and air; prevent undue concentration of population and overcrowding of land; facilitate the adequate provision of transportation, water, sewage, school, park and other public requirements; conserve the value of buildings and encourage the most appropriate use of land; and promote the health, safety, morals and general welfare of the City of Milford.

NOW, THEREFORE, THE CITY OF MILFORD HEREBY ORDAINS:

Section 1.

An Ordinance to Amend the Code of the City of Milford by Amending Chapter 230 entitled Zoning.

Section 2.

Article III-Use and Area Regulations, 230-11(B)-R-3 Garden Apartment and Townhouse District is hereby amended as follows:

In an R-3 District no building or premises shall be used and no building shall be erected or altered which is arranged, intended or designed to be used except for one or more of the following uses and complying with the requirements so indicated.

B. Permitted uses. Permitted uses for the R-3 District shall be as follows:

- (1) All uses permitted in an R-2 District and subject to its area regulations, unless otherwise indicated in this section as provided below:*
 - (a) Single-family and two-family dwellings shall be subject to the following area regulations:*
 - [1] Minimum lot area shall be 7,500 square feet.*
 - [2] Maximum ~~lot coverage~~ **building coverage** shall be 45%.*
- (2) Garden or low-rise apartments, subject to site plan review and the following requirements:*
 - (a) The number of dwelling units per acre shall not exceed 16.*
 - (b) ~~Lot coverage~~ **building coverage** shall be a maximum of 20% for any lot developed for garden apartments.*
- (3) Townhouses or row dwellings, subject to site plan review and the following requirements:*
 - (a) The number of dwelling units per group shall not exceed eight nor be fewer than three.*
 - (b) The number of dwelling units per acre shall not exceed 12.*
 - (c) Maximum ~~lot coverage~~ **building coverage** shall be 60%.*

Section 3.

Article III-Use and Area Regulations, 230-19.4(B)-R-8 Garden Apartment and Townhouse District is hereby amended as follows:

In an R-8 District, no building or premises shall be used and no building shall be erected or altered which is arranged, intended or designed to be used except for one or more of the following uses and complying with the requirements so indicated.

A. Purpose. The purpose of the R-8 District is to provide for the orderly development of existing and proposed medium to high-density residential areas where adequate public facilities exist. The district will permit development of garden-type apartments as well as townhouses that will yield high densities in selected areas, multifamily dwellings and a variety of housing types.

B. Permitted uses. Permitted uses for the R-8 District shall be as follows:

- (1) All uses permitted in an R-1, R-2 and R-3 District, subject to its area regulations, unless otherwise indicated in this section as provided below:*
 - (a) Single-family and two-family dwellings shall be subject to the following area regulations:*
 - [1] Minimum lot area shall be 7,500 square feet.*
 - [2] Maximum ~~lot coverage~~ **building coverage** shall be 45%.*
- (2) Garden, low-rise apartments, and condominiums subject to site plan review and the following requirements:*
 - (a) The number of dwelling units per acre shall not exceed eight.*
 - (b) ~~Lot coverage~~ **building coverage** shall be a maximum of 20% for any lot developed for garden apartments, low-rise apartments and condominiums.*
- (3) Townhouses or row dwellings, subject to site plan review and the following requirements:*
 - (a) The number of dwelling units per group shall not exceed eight nor be fewer than three.*
 - (b) The number of dwelling units per acre shall not exceed eight.*
 - (c) Maximum ~~lot coverage~~ **building coverage** shall be 60%.*

Section 4.

Article IV-Off-Street Parking and Loading, 230-20(B)-General Provisions is hereby amended as follows:

*B. Parking space size. A parking space shall not be less than 200 square feet, with a minimum of 10 feet wide, for any use permitted in this chapter. Upon appeal, however, the Board of Adjustment may grant variances from this size if a particular hardship will occur or if the design of a parking arrangement may be determined to justify a smaller parking space size than is provided for in this article. **Parking space sizes shall be in accordance with §230-21.***

Section 5.

A new Article XIV is hereby created to be entitled Floodplain Management.

Article XIV – Floodplain Management.

See Chapter 130 of this Code for Floodplain Management Regulations.

*Section 6. Dates.**Council Introduction: March 9, 2015**Planning Commission Review and Recommendation: March 17, 2015**Council Adoption (Projected): March 23, 2015*

Adoption is scheduled for the March 23rd meeting.

FOIA Reminder

City Solicitor Rutt advised that the Attorney General is being very vigilant on FOIA and has responded to several recent complaints.

He reminded council that they must follow FOIA, not only just for council meetings, but also in the case of committee and subcommittee meetings. When two members of a three-person committee sit down to talk about city business at a coffee shop, for example, he emphasized that it becomes a meeting. As a result, it is subject to notice, is open to public view and minutes must be kept.

Mr. Rutt warned council to be very careful and that any business being conducted can only be done in public.

He recalled when the Deputy Attorney General Ed Black taught a FOIA workshop at which time a very informative handout was provided. Anyone with any questions, should review that handout.

NEW BUSINESS*Adoption/Resolution 2015-02/Spring Cleanup Week*

Mayor Shupe advised that Spring Clean Up week will be held the week beginning March 30th. In the case of inclement weather, it will be extended an additional week.

Mr. Brooks moved to adopt the following ordinance, seconded by Mr. Mergner:

SPRING CLEAN-UP WEEK

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

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

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

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

NOW, THEREFORE, I, Bryan W. Shupe, Mayor of the City of Milford, by the power vested in me, do hereby proclaim the week of March 30, 2015 to April 3, 2015 "Spring Clean-Up Week" in the City of Milford; in the case of inclement weather, "Spring Clean-Up Week" will be extended through April 10, 2015.

IN WITNESS WHEREOF, I hereunto set my hand and caused the Seal of the City of Milford to be affixed this 9th day of March 2015.

s/Mayor Bryan Shupe

Motion carried.

Business Parking Restrictions/Denny Row

Mr. Medlarz advised he was contacted by HearSay Services of Delaware located adjacent to the Senior Center. They requested that two parking spaces on Denny Row be designated for their business. Currently Milford Pharmacy has been designated one space which is an advisory sign only. Delaware Eye Care Center, located in the same building, does not have a "reserved"space but the parking space in front is restricted to fifteen minutes.

Speaking to all businesses, Mr. Medlarz said it became apparent that two spaces per business would not be supported. It is the Manager' recommendation to remove the time restriction and designate one space for each business. The designation is not enforceable on a public street and serves as a guide only.

The city manager said that because this is a city street, the city has jurisdiction.

He contacted the pharmacist and the eye care center after he reviewed the area.

Mr. Medlarz feels the only fair way to handle this is to either remove the Milford Pharmacy sign, restrict all parking spaces along the street to fifteen minutes parking or install an advisory sign for each business.

Mr. Pikus recalled the senior center lodged a complaint because customers going into Milford Pharmacy were parking in the Senior Center parking lot. That is when the parking space was created for the pharmacy. The other two 15-minute parking spaces were added as a courtesy for both Milford Pharmacy and the Eckerds (presently Rite Aid) Pharmacy.

He confirmed the city manager wants to add two more 15-minute parking lots on the street. Mr. Medlarz explained that all three parties agreed that 15-minute parking is difficult because whether you are picking up a prescription or have an eye or hearing appointment, it takes much longer. As a result, they feel it is more appropriate to remove them. They also seemed to understand that no one business can be singled out.

The pharmacist wants to keep his sign though the city manager believes it would more fair if we removed the 15-minute parking signs and provided each business with a dedicated sign.

It was confirmed the parking spaces would be directly in front of Delaware Eye Care and the other one immediately to the south of the entrance into Hearsay. The pharmacy sign would remain.

There was concern expressed that every business would soon be asking for designated signs. Mr. Medlarz pointed out that any business located on a state maintained road, such as Walnut or Front Street, has to take the matter up with DelDOT because the city has no jurisdiction.

Mr. Morrow Pointed out there is a parking lot across the street from these businesses. Mr. Pikus agreed adding that there is also parking in the senior center lot so there is a lot of parking in this area.

Mr. Grier noted there are seven parking spaces along Denny Row. Mr. Mergner agreed there is plenty of parking which seem to be easily accessible. He prefers not to assign any spaces. Mr. Grier suggesting removing the 15-minute signs which would leave six spaces open.

Mr. Pikus moved that the city not install any additional signs on Denny Row, seconded by Mr. Gleysteen. Motion carried.

Customer Service Center/Construction Update

Mr. Medlarz stated that all departments have worked together to take care of some problems at the PNC building/customer service center in order to keep the budget in tact. However, there are several issues that still need to be addressed.

There was a very small change order presented today as a result of some items required by the fire marshal in addition to

some other minor wiring matters. The total was \$1,599 and does require council action. However, he prefers to wait for to have this approved at the next council meeting.

His intent is not to bring another change order to city council. The issues he brings to council this evening relate to the basement, windows on the second floor and the roof which were excluded from the original contract.

Mr. Medlarz is meeting with a roofing contractor out of Harrington in hopes of addressing the roof problems. They became apparent during the recent freeze when ice was discovered in the walkway alley and the front where it was found coming down the front entrance.

In addition, two windows on the second floor have a leak though Mr. Medlarz has not yet contacted a window company. Though this will not prevent staff from moving in, the wet basement will prevent any use. The guttering problems will cause problems with icing conditions and heavy rains.

The same thing occurred at city hall where an icy spot was found at the bottom of the steps as a result of a gutter problem.

He has been discussing the matter with Mid-Atlantic Waterproofing who came highly recommended. Though the original price was well over \$10,000, it has been reduced. There was a couple of scope changes made that our staff will now handle.

Mr. Medlarz asked council to approve a 'not to exceed' \$10,000 to address the issues in the basement. He referenced a picture of the standing water in the crawl space in addition to water coming through the dividing wall between the crawl space and the basement. He said there is also water coming in behind the electrical cabinets in the basement on the rear wall.

This has been occurring for some time and instead of the bank repairing the project, they built an elevated wood platform in front of the electrical cabinet. Electric Superintendent Rick Carmean and City Manager Medlarz recommend this be repaired before the staff moves in. He hopes to have this addressed because we should not be working on electrical cabinets while standing in a wet cabinet.

He has information on the roof and the second story windows which will be present to council for later approval. Mr. Pikus moved that an amount, not to exceed \$10,000, be approved for waterproofing and associated work needed at the Customer Service Center (former PNC Bank), to be paid from electric reserves, seconded by Mr. Gleysteen. Motion carried.

MONTHLY FINANCE REPORT

Finance Committee Chairman Pikus reported that through the seventh month of Fiscal Year 2014-2015 with 58% of the fiscal year having passed, 63% of revenues have been received and 56% of the operating budget expended.

He also noted that the General Improvement Fund has been reimbursed from DelDOT and another \$525,000 is expected.

Mr. Grier moved to accept the January 2015 Finance Report, seconded by Mr. Brooks. Motion carried.

ADJOURN

With no further business, Mr. Pikus moved to adjourn the Council Meeting, seconded by Mr. Morrow. Motion carried.

The meeting adjourned at 8:06 p.m.

Respectfully submitted,

Terri K. Hudson, MMC
City Clerk/Recorder

MILFORD CITY COUNCIL
MINUTES OF MEETING
March 9, 2015

The City Council of the City of Milford met in Workshop Session on Monday, March 9, 2015 in the Joseph Ronnie Rogers Council Chambers of Milford City Hall, 201 South Walnut Street, Milford, Delaware.

PRESIDING: Mayor Bryan W. Shupe

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

City Manager Hans Medlarz, Police Chief Keith Hudson and City Clerk/
Recorder Terri Hudson

COUNSEL: City Solicitor David Rutt, Esquire

The Workshop Session convened at 8:06 p.m.

City Manager Presentation

In response to the teamster's three-year contract proposal, City Manager Medlarz has worked on a comparison of Milford Police Department to Seaford, Smyrna, Middletown and Rehoboth Beach whose municipalities and departments are similar in size.

Mr. Medlarz presented the organizational chart of the Milford Police Department broken down by union officers and their various duties including patrol, K-9, detectives or school resource officers. The department consists of 5 administrative officers, 27 union officers and 10 civilian employees.

He explained that union officers are placed in their pay grade range at a percentage of midpoint. Each year the mid point increase is based on a negotiated index (Mid Atlantic CPI). Raises are based on a percentage of the midpoint scale. Officers above the midpoint receive a lower percentage in their hourly compensation than those below the midpoint. Those at midpoint receive the exact percentage.

The city manager explained that an officer at 110 % of midpoint receives a 1.8% raise of a 2% increase, while an officer at 80% of midpoint receives a 2.4% raise.

The city pays 90% of the medical premium for all employees and 100% of life insurance and long term disability insurance premium.

All civilian employees contribute 3% of their pay toward the municipal plan through the state; police contribute 7%. The city pays 6.48% on civilian employees and 14.18% for police.

On the civilian side, the county and municipal pension plan is based on all work wages including overtime. The police retirement is calculated only using their base pay; overtime does not apply.

Today a general fund employee and enterprise employee receive a pension after thirty years, based on their highest 5 years salary; a police officer only has to work 20 years with their pension based on their highest 3 years of service.

A deferred compensation 457b Plan is offered to all employees of which the city matches up to 6%.

Annual vacation is accrued at 80 hours after the 1st year of service; beginning year 6, they will accrue 12 hours; beginning in year 10, employees receive 160 hours. Employees receive 200 hours after 15 years of service.

All employees receive sick leave at 8 hours per month up to a maximum of 1,040 hours.

Hourly office staff is paid for ½ hour paid lunch; public work staff receives ½ unpaid and two 15 minute paid breaks.

According to the city manager, a police officer does not have a fixed lunch break due to unexpected circumstances. Therefore, they receive a paid lunch which depends on shift conditions.

He reported that city employees receive 13½ accrued holidays. Officers and dispatchers working holidays also accrue holiday leave.

Civilians receive overtime pay for any time worked over 40 hours in a weekly pay period. Worked hours include regular hours worked, vacation, sick and holidays. Mr. Medlarz said this is different from the fair labor standard's act which states that overtime is only paid after 40 physical hours are worked.

Any employee working a holiday is compensated at the overtime rate.

Mr. Medlarz reported that police officers have a number of extra hours and arrangements under their contract. When an officer works in excess of 80 hours per pay or in excess of 12 hours per work day, they receive overtime. Community policing officers and detectives work 8 hour days; K-9 officers work 10 hours days. After they work 80 hours or daily hours worked, those officers are compensated by being paid overtime.

Officers working a holiday are paid the overtime rate or they can opt to accrue holiday/overtime hours.

When the city is closed for inclement weather, Mr. Medlarz explained that the officers receive holiday accrual.

Officers who are on court duty receive a minimum of 3 hours. An officer on call receives an additional 3 hours per day.

When questioned, Chief Hudson confirmed that two officers are on call every week.

The city manager pointed out that officers working special duty events are paid \$50 an hour at a minimum of two hours.

Chief Hudson explained that special duty is when a third entity requests a police officer for security at a particular event which is not affiliated with the city. In those situations, the city is reimbursed what that officer is paid.

Mr. Medlarz also informed council that any officer working 7:00 p.m. to 7:00 a.m. receives \$1 shift differential for each hour worked.

He recalled that city council came up with an idea to provide a financial incentive to officers living in city limits. The city manager explained that he came up with a permanent funding source by eliminating any future increases of the top 10 general fund salaries. The increase discussed was 2% after the .6 percent CPI adjustment which would create an additional \$17,336 per year that could be used for this incentive.

Mr. Medlarz said council could establish an incentive without taking away from anyone else in the department. He said this is a way to do it without reaching into someone else's pocket.

A chief comparison was done in which years of service was considered. Mr. Medlarz explained that as you move through the ranks, it is related to the years of service because you move through the ranks over the many years. The salary increases as a result.

He recalled when the city bought into the state retirement at the request of the police union. Around the time that Milford bought our police in with ten years, Seaford City Council voted to vest their police chief and captain at 25 years of service. Therefore, he said it is a case of 'pay me now or pay me later' when comparing the Milford and Seaford salaries whose years of service were identical.

All other chiefs have a significantly less tenure and average 13 to 15 years tenure.

A population comparison from 1990 to 2014 shows Middletown with a tremendous amount of growth in recent years. Milford has had its share of growth though we leveled out after 2010. Rehoboth Beach has declined in population and Seaford has remained stagnant. Smyrna is now larger than Milford.

A comparison of officers per 1,000 residents shows Middletown at 1.4, Smyrna at 2.2, Milford at 2.8, Seaford at 3.2 and Rehoboth Beach at 10.8.

Mr. Medlarz pointed out that Milford and Seaford are very comparable in all of these ratios.

The city manager noted that the number of officers in Milford has increased over the years. However, the number of both union and administrative officers have remained stable over time. His comparison shows the department has a very stable force when it comes to population. Neither number is out of line historically nor comparatively according to Mr. Medlarz.

A comparison of union officers per administrative shows Milford at the midpoint when compared to the four departments. The city manager reiterated this shows stability and similarity to the other four municipalities.

The calls of service per officer comparison determined that officers in 1990 handled less complaints than in recent years though it is comparable according to Mr. Medlarz. Though the total number of complaints have increased, the number of officers has increased which is why he said it remains similar.

Using a national reporting system, a comparison of crimes against persons and crimes against properties found Milford and Seaford to be very similar though Middletown is much lower. Georgetown was added because their numbers were also similar to Smyrna. Rehoboth Beach is much higher which is driven up during the summer months.

The city manager then reported that over the past 5 years, Milford has collected an average of \$366,862, the second lowest in comparison to the other 4 towns. He would like that to be higher because that would mean a lot of economic activity and real estate transfers.

The average 5-year real estate transfer tax collection per officer determined that Rehoboth Beach receives the highest at \$94,929, Middletown receives \$58,437, then Smyrna at \$18,969. Milford and Seaford collect \$13,588 and 9,272 respectively per officer.

The total expense comparison per union officer finds the 4 towns spend basically the same amount. Smyrna is higher by approximately \$20,000 per officer.

Mr. Medlarz also determined that Milford is by far collecting the highest total of property taxes in the comparison. Rehoboth Beach enjoys the benefit of receiving the highest real estate transfer tax so they can afford a lower property tax rate which makes up more than the difference.

The amount of property taxes collected determines Milford is the highest on a per officer basis. He pointed out that Middletown and Rehoboth flip flop back and forth because it is based on their population.

He emphasized that the comparison is based on tax collected per resident and reminded council that Rehoboth Beach has a very small year-round population.

Mr. Medlarz then provided a two-year comparison that determined Milford is the second highest for 2010 and 2014 of what was collected per resident. Milford is very similar to Seaford and significantly higher than Smyrna and Middletown.

When considering the median household income per officer, Milford is the lowest. Milford and Seaford both have \$1,000 less available in the median household income per officer when compared to Smyrna and Middletown. He pointed out that Milford is fairly highly taxed and finds itself in a situation where our residents have a somewhat lower median household income when compared to Middletown and Smyrna.

Mr. Medlarz noted that the average transfer tax collected was \$366,000 which is where we find ourselves this fiscal year. Comparing that to what the city transfers into the general fund leaves a current balance of \$1,774,681. In 2010, there was \$2.5 million in the fund; that has since been reduced to \$1.75 million.

If we continue on this track, Mr. Medlarz says we run out of real estate transfer taxes in six to seven years.

Adjourn

With no further business, the Workshop Session was adjourned by Mayor Shupe at 8:36 p.m.

Respectfully submitted,

Terri K. Hudson, MMC
City Clerk/Recorder

MILFORD CITY COUNCIL
MINUTES OF MEETING
March 9, 2015

Milford City Council held a second meeting on Monday, March 9, 2015 in the Joseph Ronnie Rogers Council Chambers of Milford City Hall, 201 South Walnut Street, Milford, Delaware.

PRESIDING: Mayor Bryan W. Shupe

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

City Manager Hans Medlarz, Police Chief Keith Hudson and City Clerk/
Recorder Terri Hudson

COUNSEL: City Solicitor David Rutt, Esquire

CALL TO ORDER

Mayor Shupe called the second Council Meeting to order at 8:36 p.m.

EXECUTIVE SESSION

Mr. Morrow moved to go into Executive Session reference below reasons, seconded by Mr. Pikus.

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).

Mayor Shupe recessed the Council Meeting at 8:37 p.m. for the purpose of an Executive Session as permitted by Delaware's Freedom of Information Act.

Motion carried.

Return to Open Session

City Council returned to Open Session at 9:21 p.m.

Teamsters Contract

Mayor Shupe announced there is no action to be taken at this time.

ADJOURN

With no further business, Mr. Gleysteen moved to adjourn the Council Meeting, seconded by Mr. Morrow. Motion carried.

The Council Meeting adjourned at 9:22 p.m.

Respectfully submitted,

Terri K. Hudson, MMC
City Clerk/Recorder

MILFORD CITY COUNCIL
MINUTES OF MEETING
March 23, 2015

Milford City Council held a Public Hearing on Monday, March 23, 2015 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 Hans Medlarz, Police Chief Keith Hudson and
City Clerk/Recorder Terri Hudson

COUNSEL: City Solicitor David Rutt, Esquire

Mayor Shupe called the Public Hearing to order at 7:03 p.m.

Ordinance 2015-02/Zoning Code/Chapter 230/Area Regulations & Floodplain Reference

Mayor Shupe announced this is basically a housekeeping ordinance that addresses parking size, lot coverage and the floodplain. This amendment will correct the two areas of the zoning code where parking sizes were in conflict with one another.

City Manager Medlarz explained this also adds a new section that references the previously adopted Floodplain Management Ordinance required by FEMA to be enacted by all subdivisions within the State of Delaware.

He said we are working on the required companion ordinances and crosschecks completed and references incorporated. The ordinances must be adopted by April 1st to ensure compliance.

To appeal a floodplain designation, City Solicitor Rutt explained the property owner has the right to request a map amendment from FEMA. However, a great deal of information must be submitted when the request is submitted.

With no further questions from city council, Mayor Shupe called for public comments. Hearing none, the public comment session was closed.

Adoption of Ordinance 2015-02

Mr. Pikus moved to adopt Ordinance 2015-02, seconded by Mr. Gleysteen:

*ORDINANCE 2015-02
Chapter 230-Zoning*

WHEREAS, the City of Milford deems it necessary to classify, regulate and restrict the height, number of stories and size of buildings and other structures, the percentage of lot that may be occupied, the size of yards, courts and other open spaces, the density of population and the location, use of and extent of use of buildings, structures and land for residence, trade, industry and other purposes; and

WHEREAS, the City creates districts for said purpose and establishes a Board of Adjustment; and

WHEREAS, the City imposes penalties for violations, so as to lessen congestion in the streets; secure safety from fire, panic and other dangers; provide adequate light and air; prevent undue concentration of population and overcrowding of land; facilitate the adequate provision of transportation, water, sewage, school, park and other public requirements; conserve the value of buildings and encourage the most appropriate use of land; and promote the health, safety, morals and general welfare of the City of Milford.

NOW, THEREFORE, THE CITY OF MILFORD HEREBY ORDAINS:

Section 1.

An Ordinance to Amend the Code of the City of Milford by Amending Chapter 230 entitled Zoning.

Section 2.

Article III-Use and Area Regulations, 230-11(B)-R-3 Garden Apartment and Townhouse District is hereby amended as follows:

In an R-3 District no building or premises shall be used and no building shall be erected or altered which is arranged, intended or designed to be used except for one or more of the following uses and complying with the requirements so indicated.

B. Permitted uses. Permitted uses for the R-3 District shall be as follows:

(1) All uses permitted in an R-2 District and subject to its area regulations, unless otherwise indicated in this section as provided below:

(a) Single-family and two-family dwellings shall be subject to the following area regulations:

[1] Minimum lot area shall be 7,500 square feet.

*[2] Maximum ~~lot coverage~~ **building coverage** shall be 45%.*

(2) Garden or low-rise apartments, subject to site plan review and the following requirements:

(a) The number of dwelling units per acre shall not exceed 16.

*(b) ~~Lot coverage~~ **building coverage** shall be a maximum of 20% for any lot developed for garden apartments.*

(3) Townhouses or row dwellings, subject to site plan review and the following requirements:

(a) The number of dwelling units per group shall not exceed eight nor be fewer than three.

(b) The number of dwelling units per acre shall not exceed 12.

*(c) Maximum ~~lot coverage~~ **building coverage** shall be 60%.*

Section 3.

Article III-Use and Area Regulations, 230-19.4(B)-R-8 Garden Apartment and Townhouse District is hereby amended as follows:

In an R-8 District, no building or premises shall be used and no building shall be erected or altered which is arranged, intended or designed to be used except for one or more of the following uses and complying with the requirements so indicated.

A. Purpose. The purpose of the R-8 District is to provide for the orderly development of existing and proposed medium to high-density residential areas where adequate public facilities exist. The district will permit development of garden-type apartments as well as townhouses that will yield high densities in selected areas, multifamily dwellings and a variety of housing types.

B. Permitted uses. Permitted uses for the R-8 District shall be as follows:

(1) All uses permitted in an R-1, R-2 and R-3 District, subject to its area regulations, unless otherwise indicated in this section as provided below:

(a) Single-family and two-family dwellings shall be subject to the following area regulations:

[1] Minimum lot area shall be 7,500 square feet.

*[2] Maximum ~~lot coverage~~ **building coverage** shall be 45%.*

(2) Garden, low-rise apartments, and condominiums subject to site plan review and the following requirements:

(a) The number of dwelling units per acre shall not exceed eight.

*(b) ~~Lot coverage~~ **building coverage** shall be a maximum of 20% for any lot developed for garden apartments, low-rise apartments and condominiums.*

(3) Townhouses or row dwellings, subject to site plan review and the following requirements:

(a) The number of dwelling units per group shall not exceed eight nor be fewer than three.

(b) The number of dwelling units per acre shall not exceed eight.

*(c) Maximum ~~lot coverage~~ **building coverage** shall be 60%.*

Section 4.

Article IV-Off-Street Parking and Loading, 230-20(B)-General Provisions is hereby amended as follows:

B. Parking space size. ~~A parking space shall not be less than 200 square feet, with a minimum of 10 feet wide, for any use permitted in this chapter. Upon appeal, however, the Board of Adjustment may grant variances from this size if a particular hardship will occur or if the design of a parking arrangement may be determined to justify a smaller parking space size~~

~~than is provided for in this article.~~ **Parking space sizes shall be in accordance with §230-21.**

Section 5.

A new Article XIV is hereby created to be entitled Floodplain Management.

Article XIV – Floodplain Management.

See Chapter 130 of this Code for Floodplain Management Regulations.

Section 6. Dates.

Council Introduction: March 9, 2015

Planning Commission Review/Recommendation: March 17, 2015

Council Adoption: March 23, 2015

Effective: April 2, 2015

Motion carried.

Mayor Shupe adjourned the Public Hearing at 7:08 p.m.

Respectfully submitted,

Terri K. Hudson, MMC
City Clerk/Recorder