

# City of Milford



## CITY COUNCIL AGENDA

June 13, 2016 - 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

Moment of Silence/Mourning Victims of the Orlando Shooting\*\*\*

Pledge of Allegiance

Approval of Previous Minutes

Recognition

Monthly Police Report

City Manager Report

Committee & Ward Reports

Communications & Correspondence

Unfinished Business

Truitt Avenue and Washington Street Improvements/Extension Approval/Three-Year Funding Period

Appointment/City of Milford Workforce Development Commissioner

Appointment(s)/City of Milford Planning Commissioner

Vacancy/City of Milford Planning Commission\*

New Business

Bid Award/Goat Island Nature Trail/Mispillion Greenway Phase 22-2

Approval/DBF Proposal/Shawnee Acres Pump Station Evaluation/Sewer Reserves\*\*

Introduction/Ordinance 2016-06/Mispillion Realty LLC/Conditional Use/PUD & Major Subdivision;  
Tax Map 1-30-3.00-077.01; -078.00; -080.02; -443.00 thru -561.00

Approval/Verizon Lease Agreement/Water Storage Tower/DOV Shawnee

Agreement/First State Inspection Agency/Commercial Plan Review & Building Inspection Services

Authorization/City of Milford Employee Vision Care Benefit

Adoption/Resolution 2016-09/City of Milford FY 2016-2017 Annual and Capital Budgets

Monthly Finance Report

Recess into Executive Session

{Pursuant to 29 Del. C. §10004(b)(4)} (Collective Bargaining Update)

Return to Open Session

Teamsters Local 326 Agreement

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.

041916 051816 060316 \*061016 Late Addition by City Clerk (Letter Rec'd this date) 061016 Item Removed (Budget Adjustment)

\*\*061016 Late Addition by Finance Director (Council Approval Required) \*\*\*061316 Late Addition (Occurred 061216)

# CITY OF MILFORD

## DELAWARE



"THE GARDEN CITY OF TWIN COUNTIES"

OFFICE OF THE CHIEF OF POLICE  
KENNETH L. BROWN

400 N.E. FRONT STREET  
MILFORD, DE 19963  
(302) 422-8081 FAX (302) 424-2330

TO: Mayor and Members of City Council  
FROM: Kenneth L. Brown, Chief of Police  
DATE: June 2, 2016  
RE: Activity Report/May 2016

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### Monthly Stats:

A total of 668 arrests were made by the Milford Police Department during May 2016. Of these arrests, 149 were for criminal offenses and 519 for traffic violations. Criminal offenses consisted of 39 felonies and 110 misdemeanors. Traffic violations consisted of 195 Special Duty Radar, 5 Drunk-Driving charges, 319 other.

Police officers investigated 60 accidents during the month and issued 112 written reprimands. In addition, they responded to 1365 various complaints including city requests and other agency assistance.

### Monthly Activities:

Entire Department received training in Cultural Diversity, Community Relations and Dealing with People with Disabilities.

### SRO:

Sgt. Masten and Cpl. Bloodsworth assisted Morris Early Childhood Center with conducting their required emergency "Tabletop" exercise. This was a mock scenario where school staff utilize their emergency plans with a critique following the exercise. Sgt. Masten participated in the "Tabletop" exercise at Milford Senior High School also. No students are involved with these meetings. These are required as part of a state law signed by Gov. Markell and have proven to be very useful

Cpl. Bloodsworth participated in a Special Olympics event at Morris Early Childhood Center

Sgt. Masten spoke to Mrs. Hilligoss's math class at Milford Senior High School about a career in law enforcement and how math is utilized for investigations. They discussed the various math techniques officers need to learn for both criminal and crash investigations.

Captain Bailey and Sgt. Masten met with the Sussex NAACP and Sussex Ministerium in Georgetown, along with representatives from several Sussex County police agencies. This was the first of more meetings to come in where we are working to find ways to partner in various ways to help strengthen our communities.

Det. Horsman and Sgt. Masten coordinated with Chief Brown, Captain Bailey, and Lt. Wells to launch Next Door. Next Door is a community website that hopefully will bring neighbors together and strengthen our community. Next Door is a community networking website that we hope to be able to provide law enforcement information to its participants.

### **K9 Unit:**

For the month of May the Milford Police Department K9 unit had the following stats:

Calls responded to: 77

Utilized: 11

As a precaution: 2

Assist other agencies: 1 (DSP)

Building search: 1

Large violent crowds: 1

Article search: 1

Drug sniffs: 4

K9 demos: 1 (Lulu Ross school)

Drug sniffs lead to the following seizures:

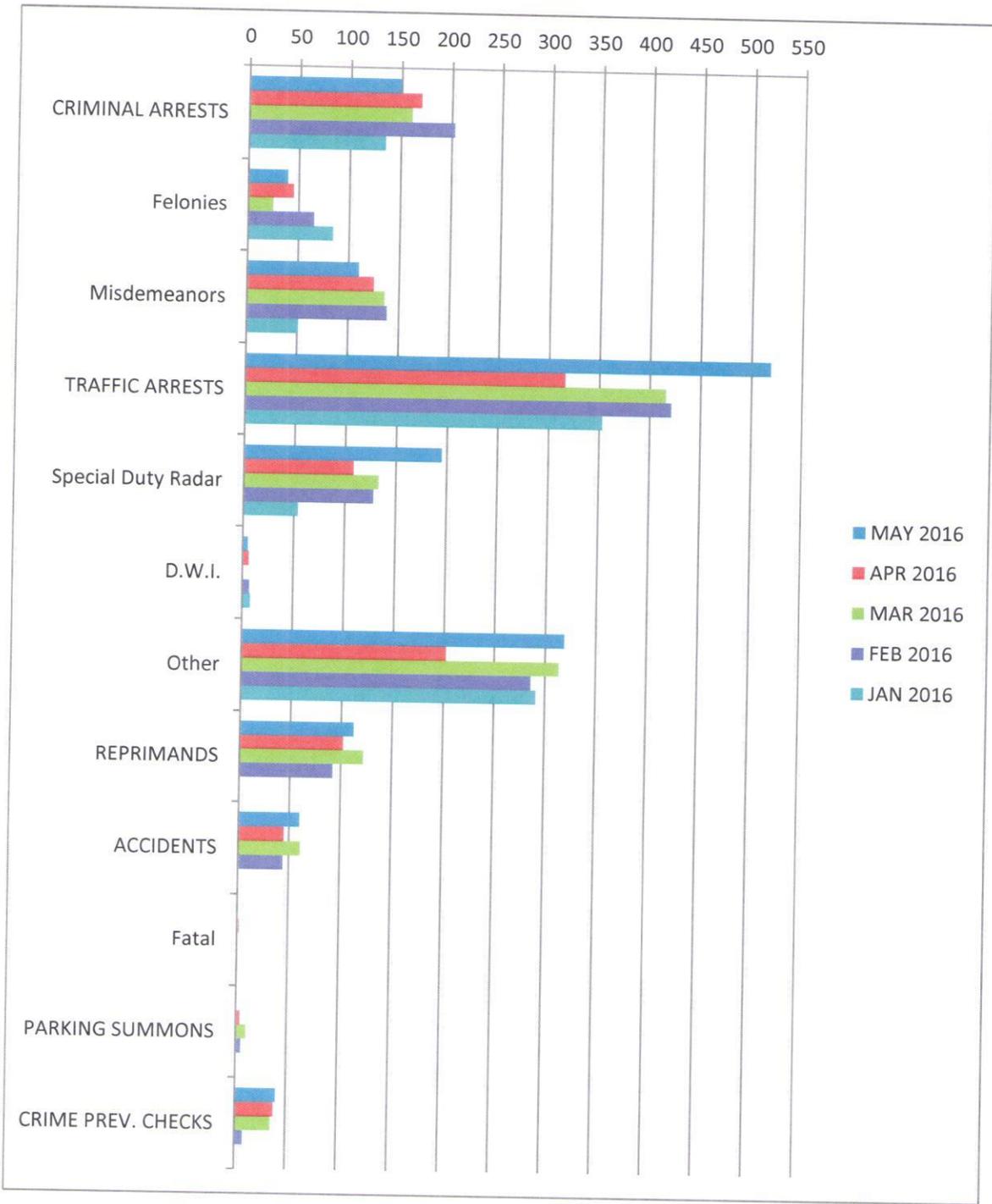
4.18 ounces marijuana (street value of \$1,120.00)

Numerous drug paraphernalia items

K9 Henk missed three weeks of work due to a work related injury

## MAY 2016 ACTIVITY REPORT

	MAY 2016	TOTAL 2016	MAY 2015	TOTAL 2015
COMPLAINTS	1365	6005	1287	5974
CRIMINAL ARRESTS	149	818	184	991
Felonies	39	258	66	213
Misdemeanors	110	560	118	778
TRAFFIC ARRESTS	519	2025	491	2341
Special Duty Radar	195	618	214	823
D.W.I.	5	26	12	27
Other	319	1412	265	1491
REPRIMANDS	112	428	95	610
ACCIDENTS	60	210	68	250
Fatal	0	2	0	0
PARKING SUMMONS	1	20	9	61
CRIME PREV. CHECKS	40	121	31	186
FINES RECEIVED	\$7,181.69	\$ 27,161.98	\$ 9,331.09	\$ 48,265.57





OFFICE OF THE CITY MANAGER  
 ERIC NOREBERG, ICMA-CM  
 302.424.3712, FAX 302.424.3558

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

## Online City Manager Update May 2016 Activity June 13, 2016

### Administration / Finance

- The City has successfully sold five vehicles/equipment via GovDeals.com with total sales of \$11,830.75 (gross).
  - Police Department - 1 vehicle = \$1,387.50 (net)
  - Parks & Recreation - 2 vehicles = \$1,184.70 (net)
  - Electric Division - 1 vehicle, 1 piece of equipment = \$9,758.75 (net)
  - Streets and Solid Waste Division is gathering equipment to sell next.

### Parks & Recreation Department

- Park staff replaced 16 rotten whiskey barrel planters in the downtown area with new, longer lasting plastic planters.
- Flowers were removed from all hanging baskets and flower beds in preparation for spring plantings.
- Park staff assisted DMI design committee with planting in hanging baskets in the downtown area on Sunday May 15. This included distributing plants to different locations and hanging basket preparation (soil and fertilizer).
- An additional 400 plants were planted by staff in various flower beds, cemeteries, parks and facilities, including 15 more rosebushes in the downtown.
- Work has begun on renovating some of the flower beds, including removing rotten timbers and addition of some river stone at key locations.
- P&R accepted a check for a \$1,000 from Rotary to be used for the purchase of two additional youth basketball hoops.
- The bids for the Goat Island Improvements were opened and were under budget. Council will need to officially award contract on June 13.
- The youth soccer schedule was extended due to a number of rain outs.
- Park staff removed and replaced some broken equipment at the Can-Do playground.

### PLANNING & ECONOMIC DEVELOPMENT

#### Enforcement & Inspections Division

Code Enforcement Case Activity	
New Cases	46
Closed Cases	0
Open at Start of Month	210
Open at End of Month	256

Code Enforcement Violation Activity	
Property Maintenance	2

Weeds & Grass	44
<b>Total</b>	<b>46</b>

Rental Inspections Performed: 0  
Rental Licenses Issued: 6  
Vendor Licenses Issued: 0  
Contractors Licenses Issued: 26

Building Permits Issued	
Commercial Foundation	1
Commercial Building Permit	6
Demolition	2
Residential New Construction	3
Residential Renovation/Accessory Structure	12
Roof/Siding	6
Solar Panels	8
Utility (Electric/Water)	1
<b>Total</b>	<b>39</b>

### **Planning & Economic Activities Division**

- Met with the State of Delaware for Pre-PLUS review of the Comprehensive Plan Update.
- Submitted Downtown Development District Application to the State of Delaware for processing and review.
- Community Affairs Committee met to discuss the creation of new zoning categories for downtown mixed use and highway commercial to allow for greater height and/or density. Draft zoning ordinances will be prepared based on committee input for review and recommendation by the Planning Commission, before returning to City Council for a final vote.
- City Council approved Ordinance 2016-03 related to the PUD definition in Chapter 230-Zoning. The amendment provided clarification that neighborhood commercial is not a requirement but is allowed up to a certain percentage.
- Planning Commission reviewed and recommended approval of a Conditional Use amendment and Preliminary Major Subdivision for the Brookstone Trace Planned Unit Development. Applications will be heard by City Council in June.
- Consultants continued work on conceptual plan for Mispillion River Water Quality Improvement Project.
- Staff continued to update GIS database related to utilities as part of the Asset Management Incentive Grant Program from the State of Delaware.
- Hardware for GIS project has been delivered and prepared for upcoming installation of GIS server software.
- Created and updated planning related GIS files for analysis in comprehensive plan update and day-to-day operations.

### **PUBLIC WORKS DEPARTMENT**

#### **Electric Division**

May	Total
Closed Work Orders/Trouble Service Calls	42
Open Work Orders at End of Month	17
New Electric Services Installed	5
Preventative Maintenance	0
Miss Utility Locates	213

- Majority of the month was used to pull electric to the new water tower, including cutting trees, setting transformers and clipping in electric.
- Elks Lodge Road Substation control cabinets replaced.

- Route 1 Substation hotspots repaired as identified during annual infrared scanning.
- Began new entrance work at Public Works Facility.
- Replaced pole between Travelers Inn and Milford Diner due to rot which caused lines to sag and cross resulting in outage.
- Transformers checked at North Shores; trees trimmed and main fuse at Williamsville Road and N Shore Drive intersection changed due to recent outages.
- Assisted Streets Division with Truitt Avenue project by removing two trees.

**Streets & Solid Waste Division**

Pick Ups and Deliveries	Total
Bulk Pick Up	21
New Container Delivery	16
Additional Container-Trash	4
Additional Container-Recycle	0
Additional Container-Yard Waste	0
Damaged/Replaced Container Replacement	5
After Hours Calls	0

- Truitt Avenue/Cemetery Expansion Project Update:
  - 05/09/16 – Finished moving hydrant #1, began moving hydrant #2.
  - 05/10/16 – Finished moving hydrant #2, pressure tested both hydrants; both tested ok. Restoration around hydrants completed. Began saw cutting along NW Front Street to NW Second Street. Began curb removal.
  - 05/11/16 – Forms were installed from NW Front Street to NW Second Street.
  - 05/12/16 – Finished forming up, poured 181’ of curb.
  - 05/13/16 – Stripped forms, formed up remainder of curb from NW Front Street to NW Second Street.
- Several pot holes repaired at Seabury Avenue & Pine Street intersection.
- City Hall parking lot “Employee Parking Only” signs have been moved, double arrow sign added.
- Replaced six faded stop signs in Orchard Hill.
- Driveway was repaired at 17 W Thrush Drive due to leaking joint needing to be repaired underground. Curbing to be installed.
- Mowing of fields, ditches and storm water ponds throughout the city.
- Storm drain cleaned out behind Second Street Players.
- Spring clean-up week: 74.32 tons (56.20 tons in 2015).
- Due to Memorial Day, trash pick-up is altered and the Street Division is assisting in yard waste removal.

**Solid Waste/Recycling/Yard Waste Diversion\***

	Solid Waste Tonnage	Curbside Recycling	Drop-off Recycling	Yard Waste	Total	Diversion
<b>Feb-16</b>	251.33	47.07	29.92	17.00	345.32	27.2%
<b>Mar-16</b>	247.33	57.22	32.74	30.59	367.88	32.8%
<b>Apr-16</b>	258.50	44.77	30.34	43.58	377.19	31.5%

	Solid Waste Tonnage	Curbside Recycling	Drop-off Recycling	Yard Waste	Total	Diversion
<b>2013</b>	3903.34	617.9	213.77	473.85	5208.86	25.1%
<b>2014</b>	3206.04	645.88	243.90	472.08	4567.90	29.8%
<b>2015</b>	3077.95	642.20	407.07	304.55	4431.77	30.5%
<b>2016 (YTD)</b>	960.17	199.99	121.18	102.55	1383.89	30.6%

\*The amount of waste diverted from the landfill through recycling and yard waste programs.

### **Water & Wastewater Division**

- Helped contractor with fire hydrant on Truitt Avenue.
- Fixed water leak and replaced water meter pit at Bowling Lanes.
- Fixed water leak on 113 South on north bound lanes.
- Working on meter pit at Dentsply Caulk at Masten Circle.
- Replaced water valves at SE Second Street and S Washington Street intersection.
- Mowing grass at water and wastewater facilities.
- Lowered a couple water meter pits on Truitt Avenue for contractor.

# Parks & Rec: Spring/Summer Flower Beds



**Streets & Solid Waste: 17 W Thrush Driveway Repair**





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

\*\*\*\*\*

**TUESDAY, JUNE 21, 2016**

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:**

The purpose of this month’s meeting is to update members on legislation impacting local governments, especially Bills currently under consideration by the 148<sup>th</sup> General Assembly. Open discussion will be encouraged and position statements on key issues may be presented. This depends on the status of Bills on the ready list and, of course, the State Budget.

The League Executive Committee and Legislative Advocacy Committee will lead the agenda discussion, along with Lobbyist Mark Lally. What with daily committee and caucus activities going on in Legislative Hall as the close of the session nears, it is difficult to project precisely what issues will be impacting DLLG members until we meet. As always, each municipality and county is encouraged to stay in contact with its individual Senators and Representatives.

A brief presentation by on the Mayor’s Challenge to End Veterans Homelessness will be made.

**Next Meeting: Thursday, September 22, 2016**

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**WE MUST HAVE YOUR RESERVATIONS NO LATER THAN JUNE 16, 2016**

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](mailto: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
- ( ) Payment will be made at the door
- ( ) Check mailed for ( ) dinners @ \$30 each

May 19, 2016

City of Milford  
201 South Walnut Street  
Milford, DE 19963

Attn: Mr. Eric Norenberg  
City Manager

RE: Truitt Avenue and Washington Street-Utility Rehabilitation Project  
Milford, Delaware  
Project No. 0052A019.C01

Michael R. Wigley, AIA, LEEDBAP  
Randy B. Duplechain, P.E.  
Charles R. Woodward, Jr., LS  
W. Zachary Crouch, P.E.  
Michael E. Wheelerton, AIA  
Jason P. Lear, P.E.  
Ring Lardner, P.E.

Gerald G. Friedel, P.E.

Dear Eric:

As you are aware our office prepared project specifications and bid documents and then solicited bid quotes from four (4) qualified contractors to perform the work associated with the above-referenced project. The work in general includes the interior structural lining of approximately 1,300 linear feet of gravity sewer on Truitt Avenue and 70 linear feet of gravity sewer on Washington Street. Also included is the sectional lining of a portion of leaking storm sewer pipe on Washington Street.

Of the four companies contacted only one responded to our request for a project quote. We have reviewed the attached bid and find it to be in order. We therefore recommend City Council award this project to Fast Pipe Lining East, Inc. for the estimated amount of \$67,615.00.

Total project costs including engineering, contract administration and inspection services are estimated to be \$75,000.00. The funds necessary to cover the project cost is already included in the Public Works Department's sewer budget, however, the three year funding limit to utilize this money expires at the end of June. We therefore request that as part of this approval City Council extend the time to utilize the already budgeted funds so this project can be completed.

Should you have any questions or need additional information, please let me know.

Sincerely  
DAVIS, BOWEN AND FRIEDEL, INC.

  
Randy B. Duplechain, P.E.  
Principal

cc: Eugene Helmick w/ Encl.

## Chapter 69 - WORKFORCE DEVELOPMENT COMMISSION

### § 69-1. - Establishment.

There is hereby established a commission to be known as the "City of Milford Commission of Workforce Development," hereinafter referred to as the "Commission."

[Ord. No. 2012-02, § 1, 2-27-2012]

### § 69-2. - Membership; appointment; terms of office.

The commission shall be comprised of 5 members, one of said members to be the Mayor or designee, one of said members to be the Milford School District Superintendent or designee and 3 of said members to be appointed, all to serve without pay. Recommendations will be forwarded to the Mayor for appointments, subject to confirmation by city council. All members shall be residents of the Milford School District or employed therein. Following the time of their initial appointment, Commissioners shall be appointed or reappointed at the next annual organizational meeting. Thereafter, terms will be for one year beginning on the date of each subsequent organization meeting.

[Ord. No. 2012-02, § 1, 2-27-2012; Ord. No. 2013-5, § 2, 6-24-2013]

### § 69-3. - Removal.

Members of the Commission may be removed by the majority vote of City Council for substantial neglect of duty, misconduct or a violation of the Code of the City of Milford.

## City of Milford Charter

### 5.13 - City Planning Commission

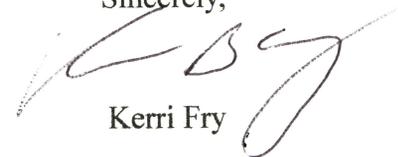
Pursuant to State law, there is hereby established a Planning Commission for the City of Milford. The City Planning Commission shall consist of nine (9) members recommended by the Mayor and appointed by City Council.

Kerri B. Fry  
501 S Walnut St.  
Milford, DE 19963  
31 May 2016

To the Members of the Planning and Zoning Committee,

I regret to inform you that I will be resigning from my position on the Committee. While I have enjoyed my time as a member, I feel as though I am not able to spend as much time and energy in this endeavor as I would like. With so many outside obligations, it has been difficult for me to find time in my schedule for other important matters, such as spending time with my family. That being said, if my schedule allows, I would be very enthusiastic about returning at a later date. Thank you very much for allowing me to participate in the Planning and Zoning Committee, and I wish you all the best of luck in future endeavors.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kerri Fry', with a large, stylized flourish extending from the end of the signature.

Kerri Fry

February 29, 2016



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

Matthew T. Spong, R.L.A., ASLA  
Trisha Sawicki, ASLA

City of Milford  
Dept. of Parks & Recreation  
207 Franklin St.  
Milford, DE 19963  
Attn: Mr. Brad Dennehy, Director

Hand Delivered  
February 29, 2016

**Re: Mispillion Greenway Phase 22 – 2  
Gary Emory Nature Trail at Goat Island: Overlooks and Pavilion**

Dear Brad,

Attached please find:

1. (1) set of construction drawings consisting of;
  - a. Sheet 1: Cover
  - b. Sheet 2: Overlooks – Layout Plan
  - c. Sheet 3: Overlooks Details
  - d. Sheet 4: Pavilion Details
  - e. Sheet 5: Pavilion Plan & Sections

All dated 3/1/16 90% CD's (**Not for construction**)

2. (1) set of the Project Manual, Bid Forms & Specifications.

After your review and approval, we can deliver these for bids. I suggest the following schedule:

Advertise in the Delaware State News Wednesday March 9<sup>th</sup>, 2016 (3/9/16) and Monday March 14<sup>th</sup>, 2016 (3/14/16)

Schedule a non-mandatory pre-bid meeting for Tuesday March 15<sup>th</sup>, 2016 (3/15/16).

Bids due Tuesday March 29<sup>th</sup>, 2016 (3/29/16).

That way I could review and send you a recommendation to award by Thursday 3/31/16. This would assume the bids will come in within the budget. Based on our latest review and preliminary cost estimates the 3-overlooks are estimated to cost \$10,000. each ..... \$30,000.

The 32 Ø pavilion with concrete floor with quarry dust path will cost .....\$55,000.

February 29, 2016

Landscape Architectural Services, LLC fee for CD preparation and assistance  
with bidding and limited contract administration ..... \$15,000.

Total Above .....\$100,000.

Add Alternate #1 - (16) benches and table ..... \$15,000.

Revised estimate of probable cost ..... \$115,000.

As you will note it appears the budget has increased. However, I expect the cost to be more competitive once we get actual bids. Therefore it looks like we should be able to get the 3-overlooks the expanded paths and the pavilion. The benches and table may have to be done at a later date. But we will need to wait and see.

Please review this information and let me know your thoughts by next Tuesday 3/8/16 so that we can place the ad for the bids in the paper. Also, do we need to confirm bid opening date at City Hall with the Clerk? Finally, I am on vacation the week of April 1<sup>st</sup> to April 8<sup>th</sup>, 2016. If the above dates do not work we may need to delay the bid due date until sometime in April due to the State Bid requirements for the 2-consecutive weeks of advertisement.

With Best Regards,



Matthew T. Spong, R.L.A., A.S.L.A., Principal

To be advertised

Delaware State News – Friday April 22, 2016 and Monday April 25, 2016

-----Advertisement for Rebids-----

Sealed bids for **Mispillion Greenway Phase #22-2, Gary Emory Nature Trail at Goat Island: Overlooks and Pavilion** the project generally consists of Site work, Raised Boardwalk/Overlooks on Posts, Quarry Dust Path, 32 foot prefabricated Octagonal Pavilion with poured concrete slab and Add Alternate #1 Benches and Table, located in Milford, Delaware, will be received by the City of Milford, **City Hall Council Room, 201 South Walnut Street, Milford, Delaware, 19963, until 10:00 a.m. Thursday, May 12, 2016 where bids will be opened and read aloud.**

A non-mandatory pre-bid meeting will be held at Milford Parks & Recreation Building, 207 Franklin Street, Milford, Delaware at 10:00 a.m., Wednesday, April 27, 2016 for the purpose of establishing the listings of subcontractors and to answer questions.

**Attendance of this meeting is non-mandatory for bidding on this contract but recommended.**

**Three (3) copies of the sealed bids shall be addressed to the City Clerk's Office, Milford City Hall and delivered to Milford City Hall, 201 South Walnut Street, Milford, DE 19963. The outer envelope should be clearly labeled: "Sealed Bids Mispillion Greenway Phase 22-2, Gary Emory Nature Trail at Goat Island, DO NOT OPEN".**

Contract Documents may be obtained from Landscape Architectural Services, upon receipt of non-refundable \$25 deposit per set (plus \$10 non-refundable mailing charge) if requested to mail to Contractors. Checks are to be made payable to "Landscape Architectural Services, LLC". The Landscape Architect can be reached at 302-284-4578. These documents will be made available starting Monday April 25, 2016 at noon.

Each bid must be accompanied by a bid security equivalent to ten percent of the bid amount and all additive alternates. A 100% Performance Labor & Materials Payment Bond shall be submitted by the successful bidder. The City of Milford reserves the right to reject any and all bids and to waive any informalities therein.

If the necessity arises to extend the time for the opening of the bids from that described in the advertisement, no less than five calendar days unadvertised notice would be provided. Those bidders who have received plans would be notified by certified mail, facsimile or email.

End of Advertisement of Bids.



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

Matthew T. Spong, R.L.A., ASLA  
Trisha Sawicki, ASLA

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## **Mispillion Greenway Phase 22-2 Gary Emory Nature Trail at Goat Island Overlooks & Pavilion**

**NOTICE:** attached this addendum to the project manual for this project. It modifies and becomes part of the contract documents. Work or materials not specifically mentioned here are to be as described in the main body of the specifications and as shown on the drawings. Acknowledge receipt of this addendum in the space provided on the Bid Form.

### **I. GENERAL:**

A non mandatory pre-bid meeting was held on March 15, 2016, 10:00 a.m. at the Milford, Parks and Recreation office, 207 Franklin Street, Milford, DE 19963. The purpose of this meeting was to answer any questions potential bidders may have and to familiarize them with the site.

Three (3) copies of the sealed bids shall be addressed to the City Clerk's Office, Milford, City Hall and Delivered to **Milford City Hall, 201 South Walnut Street, Milford, DE 19963 by 10:00 a.m., Tuesday March 29<sup>th</sup>, 2016.** The outer envelope shall be clearly labeled: "Sealed Bids, Mispillion Geenway, Phase 22-2 Gary Emory Nature Trail at Goat Island, Do Not Open".

### **II. Bidders List / Plan Holders**

Landscape Architectural Services, LLC - Project Landscape Architect  
P.O. Box 293  
Dover, DE 19903  
Attn: Matthew T. Spong, R.L.A., A.S.L.A., Principal  
Phone 302-284-4578  
Fax 302-284-0301  
Cell 302-242-3596  
[matt@las-llc.net](mailto:matt@las-llc.net)

Milford Parks & Recreation - Project Owner  
207 Franklin Street  
Milford, DE 19963  
Attn: Mr. Brad Dennehy, Director  
Phone 302-422-1104  
Fax 302-422-0409  
[bdennehy@milford-de.gov](mailto:bdennehy@milford-de.gov)

Mispillion Greenway Phase 22-2 Gary Emory Nature Trail at Goat Island

Addendum #1

Date Issued 3/18/16

Page 2 of 11

Tidemark Construction LLC - Attended Pre-Bid  
155 S. Bradford St., Suite 203  
Dover, DE 19904  
Attn: Mr. Cameron Llewellyn  
Phone 302-359-4646  
Fax 888-210-4611  
[cameron@tidemarkde.com](mailto:cameron@tidemarkde.com)

Norman W. Johnson Builders LLC - Plan Holder / attended pre-bid  
108 Lake Front Drive  
Dover, DE 19904  
Attn: Mr. Troy Johnson  
Phone 302-697-2264  
Fax 302-697-2264  
Cell 302-228-9192  
[tdjmac@comcast.net](mailto:tdjmac@comcast.net)

Road Site Construction, Inc.  
DBA / Clean Cut Interlocking Pavers - Plan Holder/attended pre-bid  
16192 Coastal Highway  
Lewes, DE 19958  
Attn: Mr. Tony Smith Mr. Doug Arcos  
Phone 302-645-1922  
Fax 302-644-1366  
Cell Tony – 302-336-5011  
[doug@cleancutpavers.com](mailto:doug@cleancutpavers.com) / [debbie@cleancutpavers.com](mailto:debbie@cleancutpavers.com)

Kent Construction Co., Inc. - Plan Holder/attended pre-bid  
#2 Big Oak Road  
Smyrna DE 19977  
Attn: Pete Ksenich or Margie Allen  
Phone 302-653-6469  
Fax 302-653-2108  
[pete@kentconstructionco.com](mailto:pete@kentconstructionco.com)  
[estimator2@kentconstrucitonco.com](mailto:estimator2@kentconstrucitonco.com)

Thompson & Sons Contracting Inc. - Plan Holder  
5367 Big Stone Beach Road  
Milford, DE 19963  
Attn; Bonnie Thompson  
Phone 302-335-3404  
Fax 302-335-3422  
[thompsonsonsync@comcast.net](mailto:thompsonsonsync@comcast.net)

iSqFt Planroom - Plan Holder  
4500 Lake Forest Dr. Suite 502  
Cincinnati, OH 45242  
Attn: Ms. Peggy Lewandowski  
Phone 800-364-2059  
Fax 866-570-8187  
[delaware@isqft.com](mailto:delaware@isqft.com) - up to 10 mb  
[isqftmr@gmail.com](mailto:isqftmr@gmail.com) - up to 25 mb

### **III. Items Discussed at the Pre-Bid Meeting**

1. The pre-bid meeting was NON-MANDATORY.
2. Bids are due at 10:00 a.m. Tuesday March 29<sup>th</sup>, 2016 Attn: City Clerk's Office, City Hall Council Room, 201 South Walnut Street Milford, DE 19963. It is a LUMP SUM bid with 2 Add Alternates. The unit prices are to be used to establish a schedule of values for the payment applications for the successful bidder. They may also be used if any change orders are approved.
3. Questions to be answered in addendum #2, which will be issued Tuesday 3/22/16, must be e-mailed to Matt Spong, Landscape Architect at [matt@las-llc.net](mailto:matt@las-llc.net) or faxed 302-284-0301 by 12 p.m. (noon) Tuesday 3/22/16 to be included in the final Addendum #2.
4. A Bid Bond of 10% of the Base Bid and Add Alternates is required to submit a bid.
5. A 100% Labor & Materials and Payment Bond will be required from the successful bidder.
6. The work generally consists of: Providing all labor and materials for site work, 3-raised boardwalks/overlooks, quarry dust path, 32 foot (pre-fabricated) open octagonal Pavilion with poured concrete slab and footers. Add Alternate #1: Benches and Table. Add Alternate #2: factory applied stain for pavilion wood members.
7. Subcontractors List:  
General Contractor, Site contractor, Concrete Contractor, Carpentry Contractor, Landscape Contractor.

8. A building permit application for the pavilion construction must be submitted by the successful bidder. Submit to: Mr. Don Williams, Building Inspector City of Milford. Fee may be waived this issue will be addressed in Addendum #2.
9. Contractors are required to have current Delaware Business License and a City of Milford Business License.
10. The project is funded by the City of Milford and the State of Delaware, Delaware Land & Water Trust Fund. However, the estimated project budget is **substantially below the \$500,000**. Threshold, where wage rates and other Dept. of Labor regulations are required. Therefore no wage rates are required to bid on this project.
11. Bids will be accepted or rejected by the City Council at their 4/11/16 City Council meeting, depending on the bid amount.
12. Completion date is 90-days from “notice to Proceed”. No liquidation damages or bonuses are associated with this project.
13. **Substantial Completion-** on or before July 30<sup>th</sup>, 2016. This will allow the City of Milford Parks Department to mulch the woodland trail after the contractor has cleaned-up, filled in ruts, seeded and mulched, etc. prior to the 5K run Scheduled for Friday August 19<sup>th</sup>, 2016.
14. **Successful bidder may access the pavilion site from the existing causeway.** The causeway is fenced and the gate is kept locked. Contractors may store and stage the project from the causeway. The contractor will be responsible for insuring and protecting any materials or vehicles or equipment from theft or vandalism. Any disturbance to the causeway, staging area or site caused by the project must be restored, stabilized and seeded as required by the contract drawings, and specification notes. Except for the above situation required to be restored, the seeding area should be limited to the approximately 3,000 sq. ft. area disturbed by the construction. The Contractor must verify area. No materials, construction debris, fill material, etc. are permitted to be stored in the wooded or wetland areas. These areas will remain undisturbed.
15. As discussed by Brad Dennehy, Milford Parks & Recreation Director, access to the (3) proposed overlook sites may need to be achieved by hand labor or by boat at high tide. No vehicular access exists. Per the bid form “...the bidder has visited visit the site and familiarize themselves with the conditions under which the work is performed ....”
16. Contractors may use “sack-crete” mix for the overlook post footers. The mix must meet American Concrete Institute Standards for mix and have a compressive strength of 3,000 psi @ 28 days.

#### **IV: Questions Received From bidders prior to the Noon 3/17/16 for inclusion in this Addendum #1**

- a. Question – Please clarify landscaping. Specs call for landscape contractor but there isn’t drawings showing landscaping. **Answer:** Landscape contractor suggested for seeding disturbed area (see III item 14 above).

- b. Question – Also need to clarify the Bid Sheet states to list a landscaping subcontractor, is this the landscaping sub-contractor for installing of benches and table? **Answer** – any qualified subcontractor listed on the subcontractors list may install the benches & table according to the bid documents and mfg's directions.

## **V: Revisions to the Specifications/Project Manual**

1. Revise the Bid Form “pages 1-3) using the revised Bid Forms attached, pages 7, 8, & 9 of this Addendum #1.
2. Revise page 00431-1 “Subcontractors List” to add a concrete contractor (see page 10) of this Addendum #1.
3. Revise Section 01030 Alternates to include Add Alternate #2 “factory applied semi-transparent stain” page 11 of this Addendum #1.
4. Revise Section 02495 Site & Landscape Accessories Specification, Part 2 Products, paragraph 2.01 Shelter, pages 02495-3 & 02495-4 revise it to read ....

### **“SHELTER**

Basis of design Product: Provide and install 32' diameter prefabricated, laminated wood Octagonal Shelter, with asphalt shingles over tongue and groove roof deck (or a preliminarily comparable product by one of the following:

### **Basis of Design Product**

Model WOT 32 mfg. by Poligon a Division of the Porter Corporation, Supplied by George Ely & Associates 1-800-262-8448 Attention Zack, e-mail [ely@pa.net](mailto:ely@pa.net)

### **Comparable products preliminarily approved;**

- a. Provide and install Model #OC-32-WW-612 as manufactured by Woodworx and supplied by Liberty Parks & Playgrounds 302-659-5084.
- b. Provide and install 32' diameter prefabricated, laminated wood octagonal shelter, Model #LW-OCT32-04 as manufactured by RCP Shelters and supplied by Cunningham Recreation 800-233-0529.”

**NOTE: The contractor must verify that the preliminarily approved pavilions mfg by Woodworx Supplied by Liberty Parks & Playgrounds and the Pavilion mfg. by RCP Shelters and Supplied by Cunningham Recreation meet all the criteria specified for the approved basis of Design Product WOT32 Octagonal Pavilion mfg by Poligon A Division of the Porter Corp. and supplied by George Ely and Associates. This verification shall include:**

1. Compliance with the 2015 International Building Code, Snow Load of 30 psi, windspeed of 130 mph.

# Mispillion Greenway Phase 22-2 Gary Emory Nature Trail at Goat Island

## Addendum #1

Date Issued 3/18/16

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2. Compliance with part 4, Products Specifications, Pages 02495-3-02495-4 of Section 02495 Site & Landscape Accessories items: a. Columns, b. berms, c. eave & pitch, d. roof deck, e. roofing, f. fascia, g. wood stain (add Alternate #2), h. compression ring, i. hardware.
3. Submit product, support with complete data, with drawings and samples of appropriate, including:
  - a. Comparison of the quality of the proposed substitution with that specified.
  - b. Changes required in other elements of the work because of the substitution.
  - c. Effect on the construction schedule.
  - d. Cost data comparing the proposed substitution with the product specified.
  - e. Availability of maintenance, service, and source of replacement materials.
4. The Landscape Architect shall be the judge of the acceptability of the proposed substitution.
5. A request for a substitution constitutes a representation that the Bidder:
  - a. Has investigated the proposed product and determined that it is equal to or superior in all respects to that specified.
  - b. Will provide the same warranties or bonds for the substitution as for the project specified.
  - c. Will coordinate the installation of an accepted substitution into the work, and make such other changes as may be required to make the work complete in all respects.
  - d. Waives all claims for additional costs, under his responsibility, which may subsequently become apparent.

All of the above information for the **preliminarily approved products** for a substitution must be submitted by the bidders prior to Noon Monday March 21<sup>st</sup>, 2016. For verification of approval in Addendum #2 to be issued Tuesday 3/22/16.

## VI Revisions to the Drawings

Revise the approved pavilion mfgs NOTE: on Sheet 5 of 5 dated "rev 3/9/16 for bids" Plan & Section: to read:

"Pavilion/Shelter

Basis of design Product: provide and install 32" diameter prefabricated, laminated wood Octagonal Shelter, with asphalt shingles over tongue and groove roof deck (or a preliminarily comparable product by one of the following:

Basis of Design Product: Model WOT 32 mfg. by Poligon a Division of the Porter Corporation, supplied by George Ely & Associates 1-800-262-8448 Attn: Zack. E-mail ely@pa.net

Comparable products preliminarily approved:

- a. Provide and install Model #OC-32-WW-612 as manufactured by Woodworx and supplied by Liberty Parks & Playgrounds 302-659-5084.
- b. Provide and install 32' diameter prefabricated, laminated wood octagonal shelter, Model #LW-OCT32-04 as manufactured by RCP Shelters and supplied by Cunningham Recreation 800-233-0529.

Misphillion Greenway Phase 22-2 Gary Emory Nature Trail at Goat Island

Addendum #1

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Bid Form (letterhead of Bidder)

MISPILLION GREENWAY PHASE 22-2:  
GARY EMORY NATURE TRAIL at GOAT ISLAND: OVERLOOKS & PAVILION  
CITY of MILFORD, DELAWARE

TO: City Clerk's Office  
Milford City Hall  
201 South Walnut St.  
Milford, DE 19963

RE: MISPILLION GREENWAY PHASE 22-2:  
GARY EMORY NATURE TRAIL at GOAT ISLAND: OVERLOOKS & PAVILION  
Site work, Raised Boardwalk Overlooks on Posts, Quarry Dust Path, 32' Octagonal Pavilion and Add Alternates #1 Benches and

Dear Sirs,

We \_\_\_\_\_ (name of bidder),  
have received the **Bidding Documents** on the subject project, including the complete Project **Manual and Drawings** as listed on the **Drawing Index**, all dated 03/09/2016 for Bids. We have also received Addendums (s) \_\_\_\_ and have included for their provisions in our bid. We undersigned representing that he has read and understands the Bidding Documents and that the bids made in accordance therewith, that he has visited the site and has familiarized himself with the local conditions under which the work is to be performed and that his bid is based upon the materials systems and equipment described in the Bidding Documents without exception, hereby proposes and agrees to provide all labor , materials, equipment, supplies, transport and other facilities required to execute the work described by the aforesaid documents for the lump sum below:

**Base Bid: for site work, 32' octagonal pavilion and wood overlooks.**

\_\_\_\_\_ (\$\_\_\_\_\_).

**ADD Alternate #1:** Add quarry dust paving and 6' benches and 8' table.

\_\_\_\_\_ (\$\_\_\_\_\_).

**ADD Alternate #2:** Factory Applied semi-transparent Oil based stain mfg by Olympic (or approved equal) apply to all wood surfaces including: tongue and grove wood roof deck, columns, beams, purlins, facia, etc.

\_\_\_\_\_ (\$\_\_\_\_\_).

In submitting this bid we agree:

1. To hold our bid open for 60 days after bid opening.
2. To accept the provisions of Instruction to Bidders regarding disposition of bid security.
3. To enter into and execute a contract, if awarded on the basis of this bid, and to furnish performance and payment bonds in accordance with Instructions to Bidders and Supplementary Conditions.
4. To accomplish the work in accordance with the Contract Documents.

Mispillion Greenway Phase 22-2 Gary Emory Nature Trail at Goat Island

Addendum #1

Date Issued 3/18/16

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5. To complete the work in accordance with the schedule stipulated in Section 01011 Summary of Work.
6. I/We are licensed, or have initiated the license applicable as required by **Section 2502, Chapter 25, Title 30**, of the **Delaware Code**.
7. I/We have not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted to the **State of Delaware**.

(a) Signature when Bidder is an individual:

date: ----- Firm Name: -----

Owner: -----

(b) Signature when Bidder is a partnership:

date: ----- Firm Name: -----

Signature of Partner:-----

Signature of Partner: -----

Signature of Partner: -----

(c) Signature when Bidder is a Corporation:

date: ----- Firm Name: -----

By:-----

Title:-----

Corporate Seal:

Misphillion Greenway Phase 22-2 Gary Emory Nature Trail at Goat Island

Addendum #1

Date Issued 3/18/16

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Unit Price List

Unit prices for additions to and/or deductions from the Contract for the following items shall be used during the construction period.

Unit prices include all costs to provide work in place, including taxes, overhead and profit, excavation, hauling, dumping and clean up. **Contractor shall verify and be responsible for all required quantities.**

Description of Item	Quantity	Size	Unit Cost	Total
<b>Base Bid</b>				
32' diam hexagon Shelter	1	ea	-----	-----
Concrete pad	724	sf	-----	-----
Raised Boardwalk Overlooks Posts, understructure & decking	552	sf	-----	-----
Quarry dust Path	657	sf	-----	-----
<b>Base Bid Total:</b>			\$ _____	

**Add Alternate #1**

8' Table Surface mount	1	ea	-----	-----
6' Bench without Back in-ground mount	6	ea	-----	-----
6' Bench without Back Surface mount	4	ea	-----	-----

**Add Alternate #1 Total:** \$ \_\_\_\_\_

**Add Alternate #2**

Factory applied oil based semi-transparent stain applied to all wood surfaces on the 32' diameter octagonal pavilion; including, but not limited to: columns, beams, roof deck, trusses and fascia.

**Add Alternate #2 Total:** \$ \_\_\_\_\_

**Section 00431**

**Subcontractor Listing**

If awarded this contract, we,

----- (name of bidder)  
will award subcontracts to the following subcontractors. Where we intend to perform the work with our own forces, our name is listed as subcontractor.

**General Contractor:**

Name:-----

Address:-----

**Carpentry Contractor:**

Name: -----

Address: -----

**Site Contractor**

Name: -----

Address: -----

**Concrete Contractor:**

Name: -----

Address: -----

**Landscape Contractor:**

Name -----

Address-----

Bidding

Firm-----

Signature-----

**End of Section 00431**

**Section 01030**

**Alternates**

**1.01 General Provisions**

A. The General Provisions of the Contract, including the Conditions of the Contract (General, Supplementary and other Conditions if any) and the Division 1 as appropriate, apply to the Work specified in this Section.

B. Refer to provisions in AIA Documents A201, General Conditions of the Contract, for requirements in addition to those specified in Division 1.

**1.02 Base Bid**

A. The Base Bid shall consist of all work shown or specified in the Contract Documents, exclusive of any alternatives specified herein.

**1.03 Alternates**

A. State in the Bid Form the amount to be added or deducted from the Base Bid for each alternate specified.

B. See Section Instruction to Bidders for related information.

C. The description of Alternates contained herein is in summary form. Detailed requirements for materials and execution shall be as specified in other sections.

D. List and Description of Alternates:

**Alternate #1**

Add 6' benches, and 8' table .

**Alternate #2**

Factory applied semi-transparent oil based stain applied to all wood surfaces including but not limited to: columns, beams, rood deck, trusses and fascia.

**End of Section 01030**

**End of Addendum #1**





City of Milford  
201 South Walnut Street  
Milford, DE 19963  
Attn: Mr. Eric Norenberg, City Manager

May 20, 2016

**Re: Goat Island Nature Trail  
Mispillion Greenway Phase 22-2  
Bid Award Analysis & Recommendation**

Dear Eric,

Advertisement for re-bid of this project were placed in the Delaware State News Public Notices and run on 4/22/16 and 4/25/16, (3) Contractors requested the contract documents . On April 27<sup>th</sup>, 2016 there was a non-mandatory, pre-bid meeting, it was held at the City of Milford Parks Department Building. Bids were due on Thursday May 12, 2016 at 10:00 a.m. at the City Hall Council Room.

The bid price solicited from contractors was requested as follows:

Base Bid: provide all labor, materials and equipment for:

- Base Bid: site work, wood overlooks and job sign.
- Add Alternate #1: Add 32’ pavilion with factory applied stain, concrete slab and Concrete column footers.
- Add Alternate #2: Add quarry dust paving.
- Add Alternate #3: add (10) benches and 8’ table.

The following bids were received:

**1. Norman W. Johnson Builders, LLC, Dover, DE**

Base Bid: overlook structure and job sign .....\$18,600.

Add Alternate #1:  
32’ pavilion w/concrete slab, footers and factory applied stain .....\$55,200.

Add Alternate #2: quarry dust path paving ..... \$ 9,000.

Add Alternate #3: Add (10) benches and table .....\$11,000.

May 20, 2016

**Re: Goat Island Nature Trail  
Mispillion Greenway Phase 22-2  
Bid Award Analysis & Recommendation**

Page 2

**2. Thompson & Sons Contracting Inc., Milford, DE**

Base Bid: overlook structure and job sign ..... \$56,910.

Add Alternate #1:

32' pavilion w/concrete slab, footers and factory applied stain ..... \$60,669.

Add Alternate #2:

Quarry dust path paving ..... \$4,599.

Add Alternate #3:

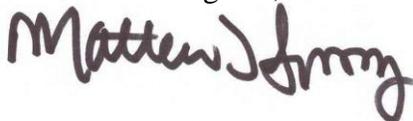
Add (10) benches and table ..... \$10,847.

After discussion with the Parks & Recreation Director I recommend award the contract to N. W. Johnson Builders LLC, the apparent low bidder, with Add Alternates #1 & #3 this would include the 3-overlooks \$18,600 and Add Alternate #1 (add the 32' wood pavilion with concrete footers and floor) \$55,200. And Add Alternate #3 (add the 10 benches and table) \$11,000. For a total contract amount of \$84,800.

NOTE: Our estimate for construction of this phase 2 was \$30,000. For the overlook structures and \$55,000. For 32' diameter wood pavilion with concrete footers and floors plus \$15,000. For professional services for a total project cost of \$99,800. \$100,000. Is available for this project.

Please contact me if you have any questions.

With Best Regards,



Matthew T. Spong, R.L.A., A.S.L.A., Principal  
X.C. Mr. Brad Dennehy Director, Milford, Parks & Recreation  
Ms. Terry Hudson, City Clerk, City of Milford,

P.O. Box 293, Dover, DE 19903  
e-mail: [matt@las-llc.net](mailto:matt@las-llc.net)

phone: 302-284-4578 fax: 302-284-0301  
website: [www.las-llc.net](http://www.las-llc.net)

March 8, 2016

City of Milford  
201 South Walnut Street  
Milford, Delaware 19963

Attn: Mr. Eric Norenberg  
City Manager

RE: Proposal Professional Engineering Services  
Shawnee Acres Pump Station Evaluation  
City of Milford  
Sussex/Kent County, Delaware  
DBF # P0052A16.016

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

Dear Mr. Norenberg:

As requested, Davis, Bowen & Friedel, Inc., (DBF) is pleased to offer the following proposal for professional engineering services associated with completing an evaluation for the City of Milford's Shawnee Acres Pump Station. This evaluation will provide the City with a recommended path forward for this pump station in regards to recommended upgrades, scheduling, and capacity as it relates to future development.

### **Scope of Work**

Our evaluation will conclude with a letter report which summarizes the results of the following:

1. Determine the current capacity of the existing pump station with the recent upgrade to a portion of the pump station forcemain.
2. Calculate the required size of the pump station needed to meet the demand from both short and long term future development in the southeast portion of the City.
3. Incorporate the findings and recommendations of previous southeast sewer system analyses performed between 2008 and 2014.
4. Assess the ability of the existing pump station to meet the above short and long term area demands and provide recommendations for future upgrades/improvements.
5. Prepare a design and construction cost estimate to implement the recommended upgrades/improvements.
6. Evaluate a means of equitably distributing the cost of the pump station upgrades/improvements between the City and the area developments impacting the station.

### **Payment Terms and Conditions**

These services can be provided under our existing On-Call contract with the City and under a separate project number for tracking and billing purposes. We propose to complete the proposed scope of services as described above for a lump sum fee of fee of **\$7,800.00**. Billing will be invoiced monthly based on

Proposal  
Mr. Eric Norenberg  
City of Milford  
March 8, 2016  
Page 2

actual percentage of work completed during the previous month. All services will be invoiced per the enclosed Schedule of Rates No. 46; please refer to the attached schedule of rates for other terms and conditions.

Should you find this proposal acceptable please indicate by signing and dating below. Please retain one copy for your records and return one copy to this office. Receipt of a signed proposal constitutes our notice to proceed, unless otherwise specified. This proposal shall be valid for ninety (90) days.

Should you have any questions, comments, concerns, or would like to discuss this further please give me a call at your convenience. We look forward to providing completing this evaluation for the City of Milford and appreciate the opportunity to be of continued service.

Sincerely,  
DAVIS, BOWEN & FRIEDEL, INC.

Jason P. Loar, P.E.  
Principal

JPL  
\\MILO\MIL\ADMIN\PROPOSAL\MUNICIPAL PROPOSALS\MILFORD\2016 P0052A16.016 SHAWNEE ACRES PS EVALUATION.JPL.DOCX

Enclosures

Accepted By:  \_\_\_\_\_ Date: 3-9-14  
CITY OF MILFORD

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

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

GENERAL CONDITIONS

**INVOICES & PAYMENT**

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

**TERMINATION OF CONTRACT**

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

**LIMITATION OF LIABILITY**

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

**INDEMNIFICATION**

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

**FORCE MAJEURE**

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

**CONSTRUCTION PHASE SERVICES**

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

**OWNERSHIP OF DOCUMENTS**

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

**USE OF ELECTRONIC MEDIA**

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

**SUCCESSORS & ASSIGNS**

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

**MISCELLANEOUS PROVISIONS**

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

**REIMBURSABLE EXPENSES**

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

NOTICE OF PUBLIC HEARINGS  
PLANNING COMMISSION PUBLIC HEARING: MAY 17, 2016  
CITY COUNCIL PUBLIC HEARING: JUNE 27, 2016  
Ordinance 2016-06

NOTICE IS HEREBY GIVEN the Planning Commission of the City of Milford will hold a Public Hearing on Tuesday, May 17, 2016 at 7:00 p.m. or as soon thereafter as possible.

A FINAL PUBLIC HEARING is scheduled on Monday, June 27, 2016 at 7:00 p.m. before Milford City Council. Following the hearing, the ordinance may be adopted, with or without amendments.

**Ordinance 2016-06**

Mispillion Realty LLC for a Conditional Use for a Planned Unit Subdivision and a Preliminary Major Subdivision of 23.35+/- acres in an R3 (Garden Apartment and Townhouse) Zoning District. Property is located on the east side of Old Shawnee Road, Milford, Delaware. Present Use: Vacant Land; Proposed Use: Townhouse and Garden Apartment Subdivision. Tax Map 1-30-3.00-077.01; -078.00; -080.02; -443.00 THRU -561.00

WHEREAS, the City of Milford Planning Commission will consider the conditional use application at a Public Hearing on May 17, 2016; and

WHEREAS, Milford City Council will hold a Public Hearing on June 27, 2016 to allow for public comment and further review of the ordinance; and

WHEREAS, it is deemed in the best interest of the City of Milford to allow a Conditional Use for a Planned Unit Residential Development as herein described.

NOW, THEREFORE, the City of Milford hereby ordains as follows:

*Section 1.* Upon the adoption of this ordinance, Mispillion Realty LLC is hereby granted a Conditional Use Permit to allow a Planned Unit Residential Development, in accordance with the application, approved plans and any conditions set forth at the Public Hearings.

*Section 2.* Construction or operation shall commence within one year of the date of issuance of the permit otherwise the conditional use becomes void.

*Section 3.* Dates.

Planning Commission Review & Public Hearing: May 17, 2016

City Council Introduction: June 13, 2016

City Council Public Hearing: June 27, 2016

Adoption: June 27, 2016

Effective: July 7, 2016

This ordinance shall take effect and be in force ten days after its adoption.

For additional information, please contact Rob Pierce in the Planning Department at Milford City Hall either by e-mail at [RPierce@milford-de.gov](mailto:RPierce@milford-de.gov) or by calling 302-424-3712.

*Advertised: Beacon 04/27/16*



OFFICE OF THE CITY MANAGER  
ERIC NORENBURG, ICMA-CM  
302.424.3712, FAX 302.424.3558

201 SOUTH WALNUT STREET  
MILFORD, DE 19963  
[www.cityofmilford.com](http://www.cityofmilford.com)

June 10, 2016

TO: Mayor and City Council  
FROM: Eric Norenberg  
SUBJECT: Verizon Wireless Contract for Southeast Water Tower

### **Purpose and Recommendation**

The purpose of this memo is to review the key terms of an agreement to lease space on the new Southeast Water Tower to Verizon for cellular telephone equipment. Staff recommends approval.

### **Background and Summary of Terms**

The City of Milford has cellular telephone antennas on the Washington Street Tower and on the 10<sup>th</sup> Street Tower. As the Southeast Tower was being developed, the City was approached by Verizon about using the tower for their equipment instead of building a separate tower nearby. Since then, staff has worked to negotiate an agreement and terms for using the facility. The key terms are as follows:

Lease Start Date: Either the date of the issuance of a building permit or the date of execution of the Agreement by both parties; whichever is later.

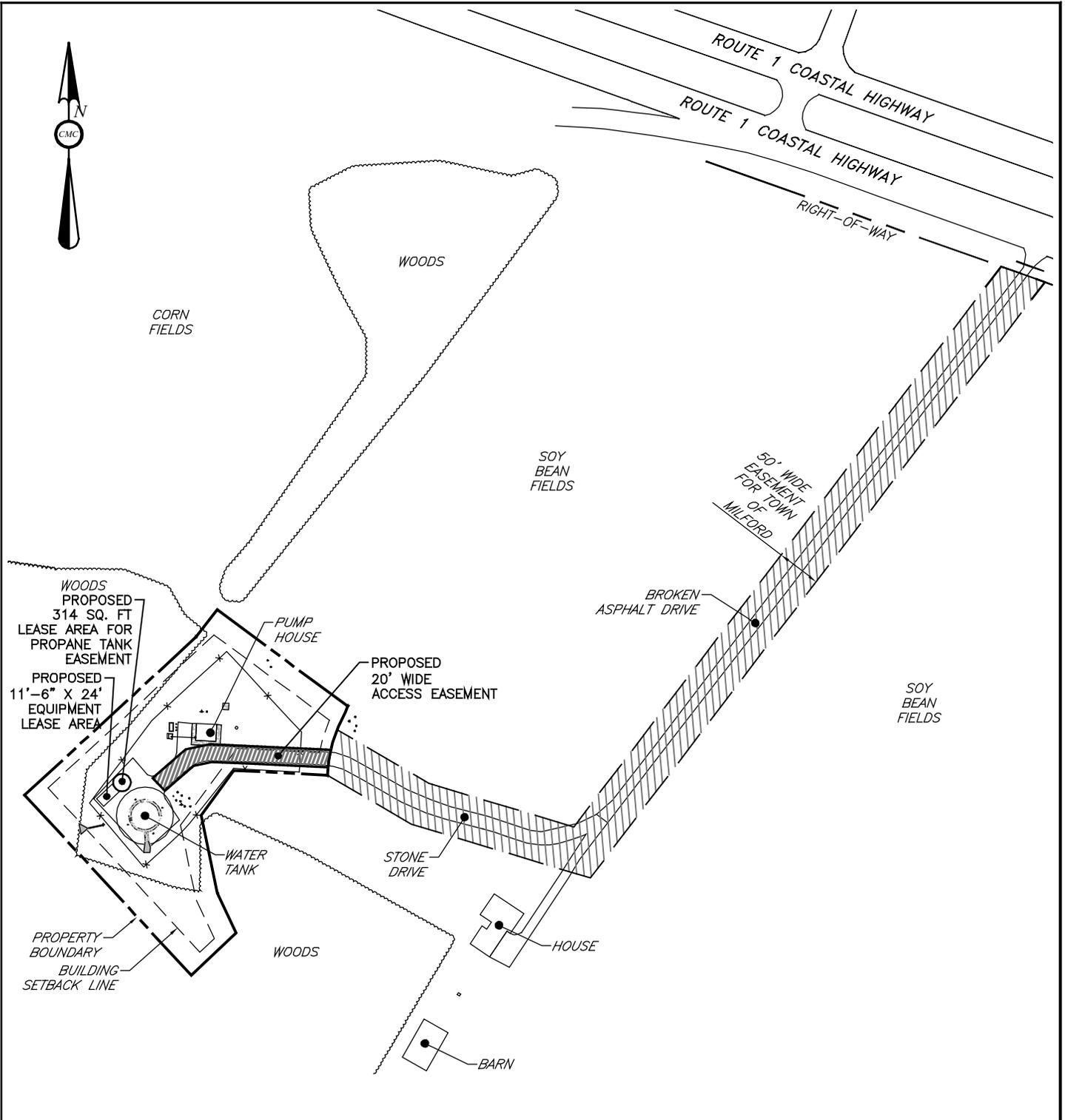
Lease Terms: First year \$2,000.00 per month (\$24,000 per year). Monthly rent shall increase each year by 3% beginning with the second year of the lease. Initial lease period is for five years. The lease shall automatically extend for four additional five-year terms unless terminated by Verizon with six months notice.

Tank Maintenance: Upon request of the City, Verizon agrees to temporarily remove its equipment, not more than once every 10 years, for tank maintenance. Cost of equipment removal and replacement to be paid by Verizon.

Removal of Verizon Equipment: Upon end or termination of the lease, Verizon is required to remove all equipment and return the site to its original condition at Verizon's cost.

The attached exhibits include the lease agreement and the exhibit showing where equipment will be placed on the ground and on the tower.

Please let me know if you have any questions.



REV.	DATE	DESCRIPTION
1	1/28/16	CHANGED SHELTER TO EQUIPMENT PAD
2	5/3/16	NEW EQPT PAD LAYOUT
3	6/8/16	ADDED PROPANE TANK

**DOV SHAWNEE CELL SITE**  
TOWN OF MILFORD - CIDER CREEK HUNDRED - SUSSEX COUNTY - DE

**SITE ADDRESS:**  
COASTAL HIGHWAY, MILFORD, DE 19963

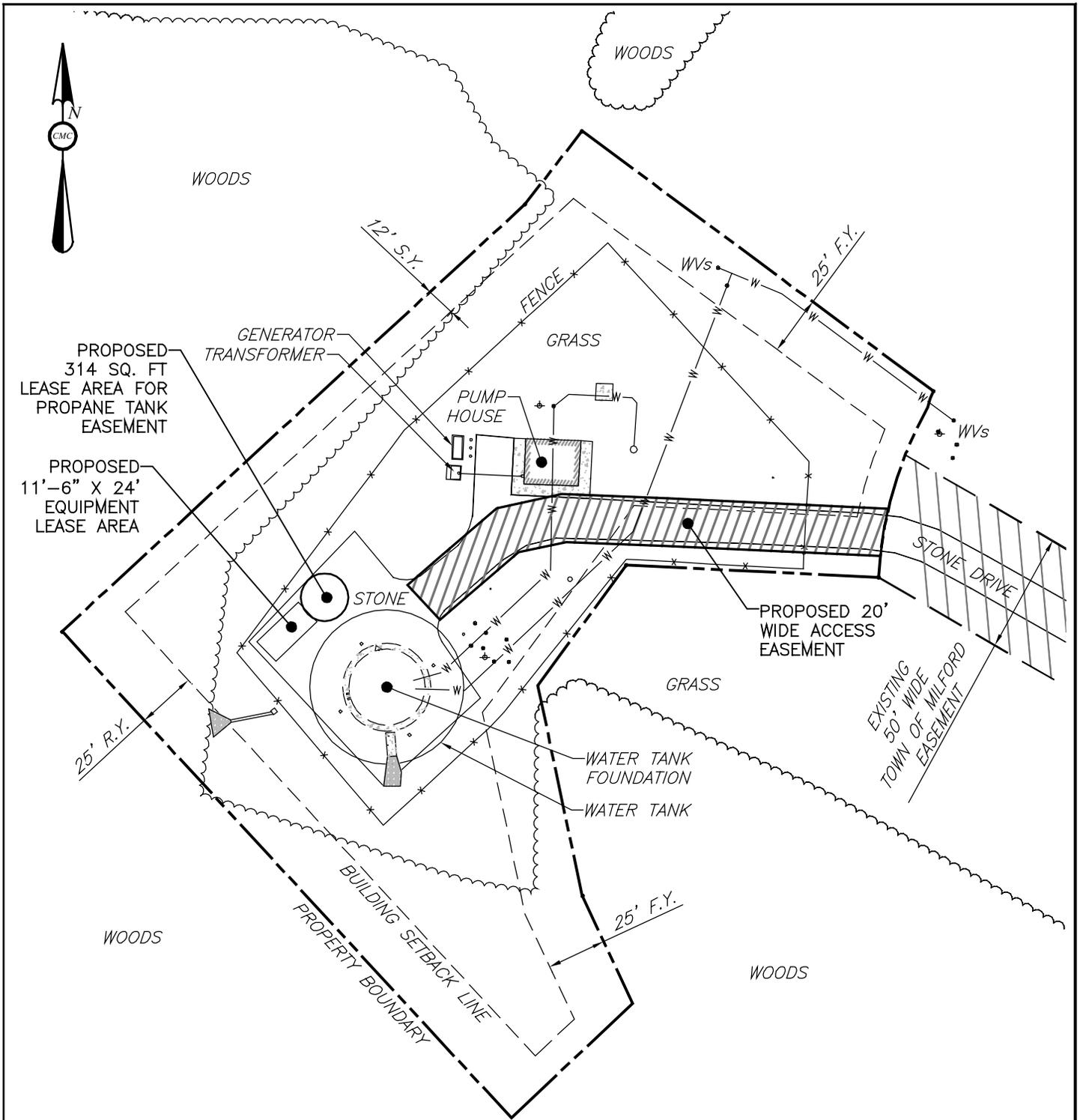
DATE: 7/6/16  
SCALE: N.T.S.  
AUTOCADD: STAFF  
CHECKED: K.V.F.  
PROJ. MGR: K.V.F.  
PROJ: 1004-15-340B-DE

**SITE PLAN**

**CMC ENGINEERING**  
CONSULTING ENGINEERS, PLANNERS, SURVEYORS & INSPECTORS  
P.O. Box 958, Kimberton, PA 19442  
Phone (610) 983-9200 Fax (610) 983-9202

**SHEET:**  
1 OF 2

**DWG NO.**  
LE-1



REV.	DATE	DESCRIPTION
1	1/28/16	CHANGED SHELTER TO EQUIPMENT PAD
2	5/3/16	NEW EQPT PAD LAYOUT
3	6/8/16	ADDED PROPANE TANK

**DOV SHAWNEE CELL SITE**  
TOWN OF MILFORD - CIDER CREEK HUNDRED - SUSSEX COUNTY - DE

**SITE ADDRESS:**  
COASTAL HIGHWAY, MILFORD, DE 19963

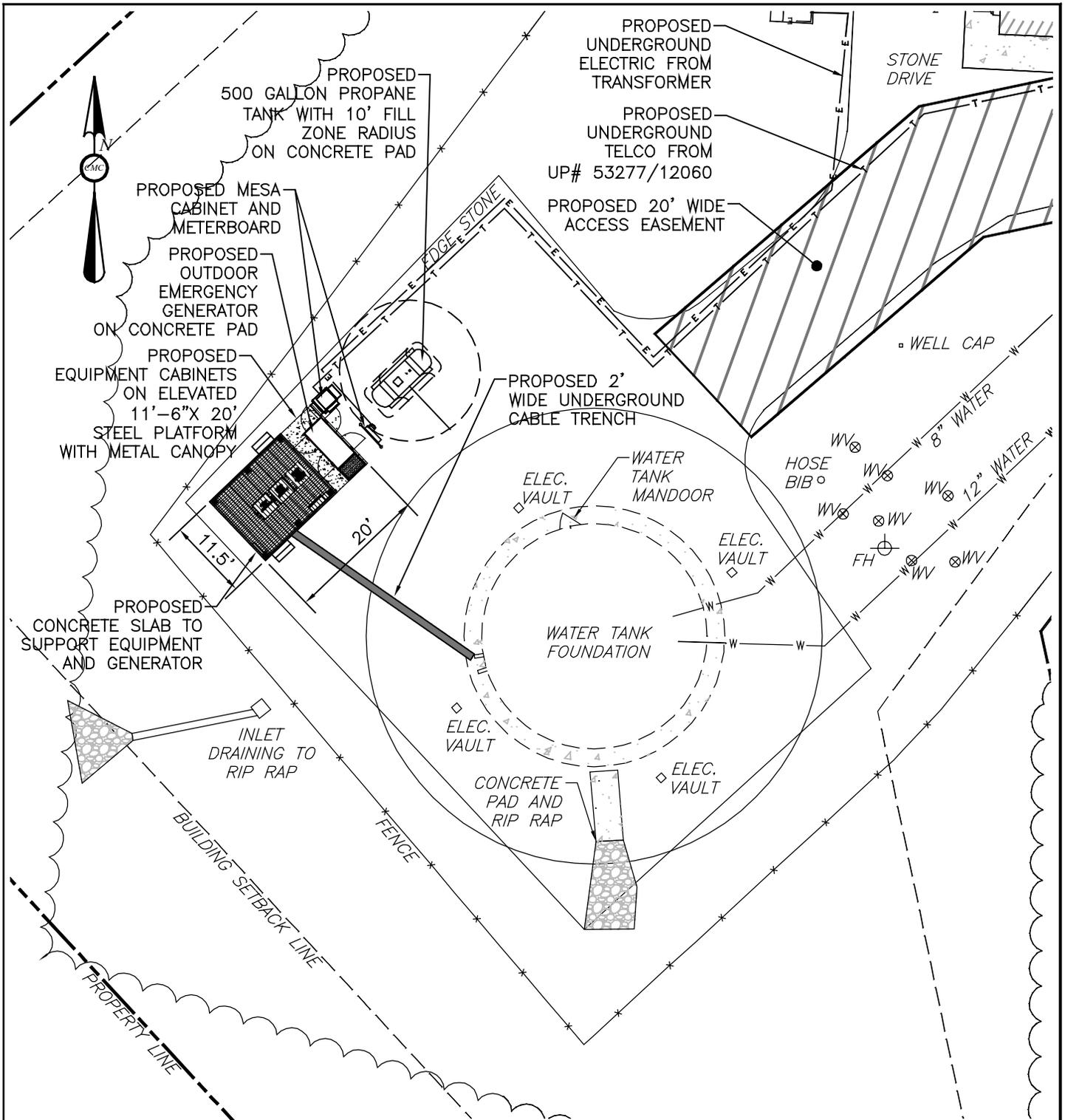
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SCALE: 1"=60"  
AUTOCADD: STAFF  
CHECKER: K.V.F.  
PROJ. MGR: K.V.F.  
PROJ: 1004-15-340B-DE

**ENLARGED  
SITE  
PLAN**

**CMC ENGINEERING**  
CONSULTING ENGINEERS, PLANNERS, SURVEYORS & INSPECTORS  
P.O. Box 958, Kimberton, PA 19442  
Phone (610) 983-9200 Fax (610) 983-9202

SHEET:  
2 OF 2

DWG NO.  
**LE-2**



REV.	DATE	DESCRIPTION
1	1/28/16	CHANGED SHELTER TO EQUIPMENT PAD
2	5/3/16	NEW EQPT PAD LAYOUT
3	6/8/16	ADDED PROPANE TANK

**DOV SHAWNEE CELL SITE**  
TOWN OF MILFORD - CIDER CREEK HUNDRED - SUSSEX COUNTY - DE

**SITE ADDRESS:**  
COASTAL HIGHWAY, MILFORD, DE 19963

DATE: 7/6/16  
SCALE: 1"=20'  
AUTOCADD: STAFF  
CHECKED: K.V.F.  
PROJ. MGR: K.V.F.  
PROJ: 1004-15-346B-DE

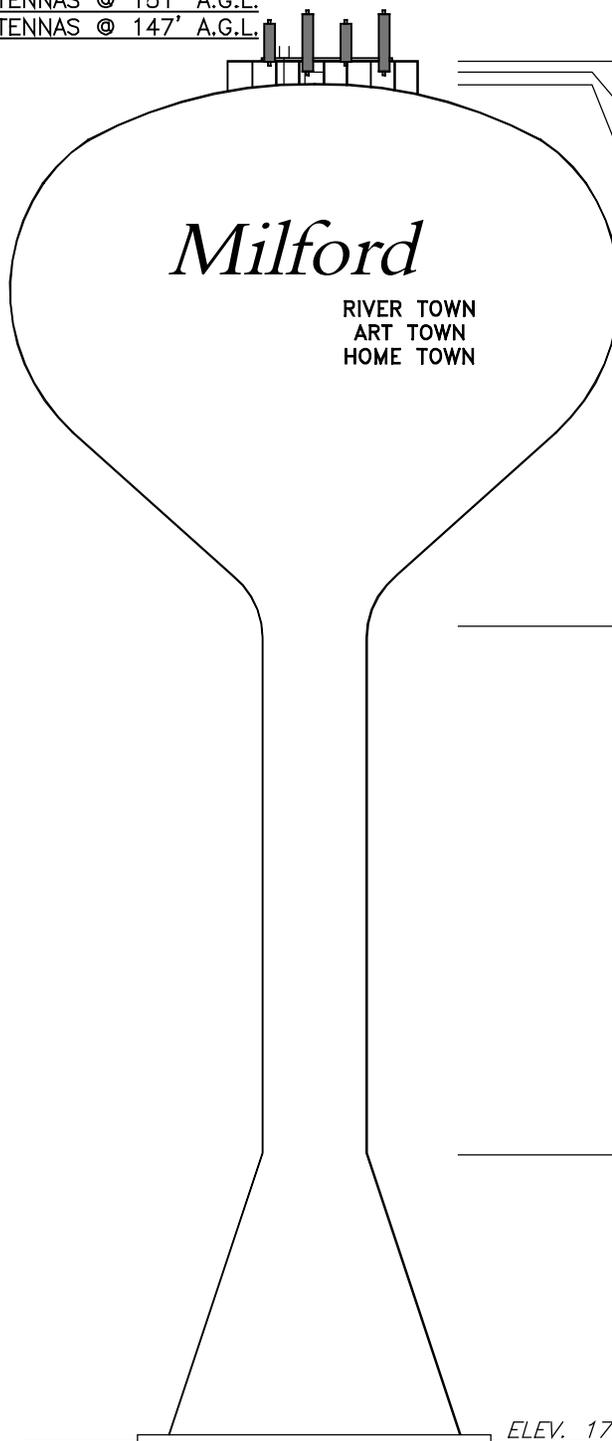
**SITE SKETCH**

**CMC ENGINEERING**  
CONSULTING ENGINEERS, PLANNERS, SURVEYORS & INSPECTORS  
P.O. Box 958, Kimberton, PA 19442  
Phone (610) 983-9200 Fax (610) 983-9202

SHEET:  
1 OF 2

DWG NO.  
**SK-1**

PROPOSED TOP OF ANTENNAS @ 151' A.G.L.  
 PROPOSED CENTERLINE OF ANTENNAS @ 147' A.G.L.



TOP ACCESS RAILING  
 144.74' A.G.L.

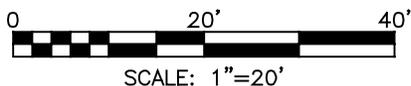
TOP ACCESS HATCH  
 143.57' A.G.L.

TOP OF WATER TOWER  
 142.34' A.G.L.

TANK TAPER  
 84.03' A.G.L.

TANK TAPER  
 30.75' A.G.L.

ELEV. 17.25'



REV.	DATE	DESCRIPTION
1	1/28/16	CHANGED SHELTER TO EQUIPMENT PAD
2	5/3/16	NEW EQPT PAD LAYOUT
3	6/8/16	ADDED PROPANE TANK

**DOV SHAWNEE CELL SITE**  
 TOWN OF MILFORD - CIDER CREEK HUNDRED - SUSSEX COUNTY - DE

**SITE ADDRESS:**  
 COASTAL HIGHWAY, MILFORD, DE 19963

DATE: 7/6/16  
 SCALE: 1"=20'  
 AUTOCADD: STAFF  
 CHECKED: K.V.F.  
 PROJ. MGR: K.V.F.  
 PROJ: 1004-15-348B-DE

**ELEVATION  
 SKETCH**

**CMC ENGINEERING**  
 CONSULTING ENGINEERS, PLANNERS, SURVEYORS & INSPECTORS  
 P.O. Box 958, Kimberton, PA 19442  
 Phone (610) 983-9200 Fax (610) 983-9202

SHEET:  
 2 OF 2

DWG NO.  
 SK-2

## WATER TOWER LEASE AGREEMENT

This Agreement, made this \_\_\_\_ day of \_\_\_\_\_, 2016, between City of Milford, with its principal offices at 201 South Walnut St., Milford, Delaware 19965, hereinafter designated LESSOR, and Cellco Partnership, a Delaware general partnership, d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

### WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. LESSOR hereby leases to the LESSEE a portion of that certain space ("the Tower Space") on the LESSOR's water tower, hereinafter referred to as the "Tower", located at The Wickersham Property adjacent to US Route 1, City of Milford, in Sussex County, Delaware as shown on the Sussex County Tax Map, Parcel 3-30-16.00-475.00 in the City of Milford and being further described in Deed Book 4227 Page 263 as recorded in the Office of Sussex County Recorder of Deeds Plat Book 194, Page 14 (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a parcel of land (the "Land Space") sufficient for the installation of LESSEE's equipment building; together with the non-exclusive easement for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, except as limited herein, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along said easement for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, Right of Way and Further Rights of Way, if any, are substantially shown in Exhibit "A", attached hereto and made a part hereof demised premises and are collectively referred to hereinafter as the "Premises".

In the event any public utility is unable to use the Right of Way or Further Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way(s) either to the LESSEE or to the public utility at no out of pocket cost, if any, to the LESSEE; provided, however, that: (i) LESSOR shall have the right to approval of the location(s) of any such additional right-of-way, such approval not to be unreasonably withheld, delayed or conditioned; (ii) LESSEE agrees to pay LESSOR's costs incurred in review and approval of any such additional right-of-way; and (iii) in the event that LESSOR does not respond to LESSEE regarding same within fifteen (15) days after LESSEE's request, then LESSOR's approval shall be deemed given.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto; provided however that LESSOR shall have the right to review and approve the plans for LESSEE's communications facility prior to LESSEE installing its equipment, such approval not to be unreasonably withheld, delayed or conditioned. In the event that LESSOR does not give a

response regarding same within thirty (30) days after submission by LESSEE, LESSOR's approval shall be deemed given. The Parties further agree that LESSEE's installation shall be performed by contractors that are approved by LESSOR, such approval likewise not to be unreasonably withheld, delayed or conditioned and in the event that LESSOR does not respond to LESSEE regarding same within fifteen (15) days after LESSEE notifies LESSOR of LESSEE's intended contractor(s), then LESSOR's approval shall be deemed given.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

2. SURVEY. LESSEE shall perform a survey of the Property and Premises, and said survey, upon approval by LESSOR, shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Twenty-Four Thousand Dollars and Zero Cents (\$24,000.00) to be paid in equal monthly installments of Two Thousand and Zero Cents (\$2,000.00) on the first day of the month. The Agreement shall commence based upon the date LESSEE is granted a building permit by the governmental agency charged with issuing such permits, or the date of execution of the Agreement by the Parties, whichever is later. In the event the date at which LESSEE is granted a building permit or the date of execution of the Agreement, whichever is applicable, falls between the 1<sup>st</sup> and 15<sup>th</sup> of the month, the Agreement shall commence on the 1<sup>st</sup> of that month and if such date falls between the 16<sup>th</sup> and 31<sup>st</sup> of the month, then the Agreement shall commence on the 1<sup>st</sup> day of the following month (either the "Commencement Date"). LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 1.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this

Agreement; and (iii) other documentation that LESSEE may reasonably request for compliance with applicable governmental requirements. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 25.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE.

c. LESSOR shall, at all times during the Term, provide electrical service access (at LESSEE's Cost) within the Premises (LESSEE to secure its own telephone service access). If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSEE shall pay the LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. All invoices for power consumption shall be sent by LESSOR to LESSEE at Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, WA 99210-2375. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

5. EXTENSION RENTALS. The annual rental for the second (2nd) and each subsequent year of this Agreement, including any extensions thereof, shall be equal to one hundred three percent (103%) of the annual rental payable for the immediately preceding year.

6. ADDITIONAL EXTENSIONS. Intentionally Omitted.

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation

of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a wireless communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely

manner; (iv) LESSEE determines that any soil boring tests or structural analysis is unsatisfactory; (v) LESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder.

9. INDEMNIFICATION. Subject to Paragraph 10 below and to the fullest extent permitted by law, LESSEE shall indemnify and hold LESSOR, elected and appointed officials, employees, and agents harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the LESSEE, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the LESSOR, or its employees, contractors or agents.

10. INSURANCE.

- a. Notwithstanding the indemnity in section 9, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.
- b. LESSEE will maintain at its own cost;
  - i. Commercial General Liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence
  - ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a minimum combined limit of not less than one million (\$1,000,000) per occurrence
  - iii. Workers Compensation insurance providing the statutory benefits and not less than one million (\$1,000,000) of Employers Liability coverage.

- iv. LESSEE will include the LESSOR as an additional insured on the Commercial General Liability and Auto Liability policies.
- c. LESSOR will maintain at its own cost commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR will include the LESSEE as an additional insured.
- d. In addition, LESSOR shall obtain and keep in force during the Term a policy or policies insuring against loss or damage to the Tower with a commercially reasonable valuation, as the same shall exist from time to time without a coinsurance feature. LESSOR's policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and earthquake unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the Tower required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered loss, but not including plate glass insurance.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to paragraphs 9 and 31, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Intentionally Omitted.

13. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment, provided that: (i) LESSEE agrees to provide LESSOR with at least forty-eight (48) hours' telephonic notice (at (302) 000-0000 or such other number as LESSOR may provide LESSEE from time to time) for non-emergency, routine site work; (ii) for emergency access LESSEE will provide as much prior telephonic notice to LESSOR as is practical under the circumstances and if not possible to so notify LESSOR beforehand than LESSEE shall notify LESSOR as soon as is practicable thereafter; and (iii) LESSEE agrees to provide LESSOR with the names of those engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision who are authorized to access the site and all such personnel shall carry due identification at all times when on the Property.

14. TOWER COMPLIANCE. LESSOR shall be responsible for keeping the Tower in good repair as required by all Laws (as defined in Paragraph 35 below) and for compliance with all applicable rules and regulations. LESSEE shall be responsible for determining that the Premises are in compliance with all Laws, policies, and regulations applicable to the installation and maintenance of LESSEE's equipment and materials, including but not limited

to any such laws or regulations promulgated by the Federal Communications Commission. No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

Upon request from LESSEE, LESSOR agrees to provide LESSEE with copies of all structural analyses regarding the Tower.

Upon request of the LESSOR, and on no more than one (1) occasion per ten (10) years (except for emergency repairs to the Tower), LESSEE agrees to temporary removal of its equipment on a temporary basis (a "Temporary Relocation") for the purpose of LESSOR performing maintenance, repair or similar work at the Property or on the Tower provided:

- a. LESSOR gives LESSEE at least ninety (90) days written notice prior to requiring LESSEE to such Temporary Relocation;
- b. LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during the pendency of such Temporary Relocation; and
- c. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location with all costs for the same being paid by LESSEE.

15. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

16. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

17. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 16 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 16 and this Paragraph 17, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 16 shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

18. PAYMENT UPON LESSEE'S TERMINATION. Except for termination at the end of a given five (5) year term, termination by LESSEE in the event of LESSOR's default and expiration of applicable cure period(s), termination due to casualty or condemnation as hereinafter provided or termination by LESSEE pursuant to Paragraphs 8(i) through 8(v), LESSEE shall be required to pay LESSOR a one (1) time, lump sum and non-refundable termination fee that is equal to six (6) months' rent under the current term, such termination fee to be considered as "additional rental".

19. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Tower and/or Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

20. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

21. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

22. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

23. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

24. ASSIGNMENT AND SUBLEASING. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, the Premises or any portion thereof may not be subleased without the prior written consent of the LESSOR and this Agreement may not be sold, assigned or transferred without the prior written consent of the LESSOR. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

25. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by U.S. First Class Mail, certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Milford  
201 South Walnut Street  
Milford, Delaware 19965

LESSEE: Cellco Partnership  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing, or in the case of U.S. First Class Mail, within three (3) business days after mailing.

26. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

27. SUBORDINATION AND NON-DISTURBANCE. Intentionally Omitted.

28. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

29. DEFAULT.

a. In the event there is a breach by a Party with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, the non-defaulting Party shall give the defaulting Party written notice of such breach. After receipt of such written notice, the defaulting Party shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days to cure any non-monetary breach, provided the defaulting party shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the defaulting Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The non-defaulting Party may not maintain any action or effect any remedies for default against defaulting Party unless and until the defaulting Party has failed to cure the breach within the time periods provided in this Paragraph.

30. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a provision of this Agreement, without limiting the non-defaulting Party in

the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, that each Party shall use reasonable efforts to mitigate its damages in connection with a default by the other Party.

31. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Tower or Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Tower or Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

32. CASUALTY. In the event of damage by fire or other casualty to the Tower or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE or LESSOR may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to the other Party. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

33. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Tower, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises.

34. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

35. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property and all structural elements of the Tower, and LESSEE, at its sole cost and expense, shall conduct its activities on the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws").

36. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

37. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

38. TIME IS OF THE ESSENCE. Time is of the essence for purposes of performing the rights and obligations under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

**LESSOR:**

City of Milford

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
WITNESS

**LESSEE:**

Cellco Partnership d/b/a Verizon Wireless

By: \_\_\_\_\_

Randall J. Miller

Its: Director Network Field Engineering

Date: \_\_\_\_\_

\_\_\_\_\_  
WITNESS

## Exhibit A

## **Exhibit B**

Up to twelve (12) panel antennas at a centerline mount height of 147' AGL

Up to nine (9) remote radio heads at a centerline mount height of 147' AGL

Up to nine (9) transmission lines

## Exhibit C

## INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (hereinafter "Agreement") is hereby entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by \_\_\_\_\_ and between the **City of Milford**, a political subdivision of the State of Delaware, located at 201 South Walnut Street, Milford, Delaware 19963 (hereinafter the "City") and **First State Inspection Agency, Inc.**, a Delaware corporation, of 1001 Mattlind Way, Milford, Delaware 19963 (hereinafter "FSIA").

**WHEREAS** the City desires to utilize the services of an experienced and qualified independent third party building inspector to facilitate plan review and inspections of commercial properties located within the jurisdiction of the City, and

**WHEREAS** the City and FSIA hereby desire to enter into this Agreement whereby FSIA will provide commercial plan and building inspections on behalf of the City according to the terms and conditions provided for herein.

**NOW THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. TERM: This Agreement is for a term of three (3) years, beginning on \_\_\_\_\_ and automatically expiring on \_\_\_\_\_. The Agreement shall renew on a year to year basis upon the end of the third year upon written agreement of the City and FSIA based on agreed upon terms and conditions.

2. SCOPE OF SERVICES:

2.1 All work to be performed by FSIA under this Agreement shall be the responsibility of FSIA.

2.2 FSIA shall provide consultations, reviews and inspections on behalf of the City for existing and planned commercial buildings according to existing requirements under the Milford City Code, including Chapter 88 of Article II and the International Building Code adopted by the City, and any other applicable State or Federal law or regulation. The inspection work to be provided shall include, but not be limited to, footing, foundation, framing, energy, final inspections, and such other construction requirements established by law or requested by the City.

2.3 All work performed by FSIA shall be done on a case by case basis upon request by the City, a property owner, or any building contractor or subcontractor performing work on behalf of a property owner. All work to be performed shall be authorized by the City prior to the work being commenced. Any requests by a building contractor or property owner for services related to a residential building shall be rejected by FSIA and referred to the City.

2.4 Any commercial building plan reviews performed by FSIA shall be completed within fourteen (14) business days following receipt of the request.

2.5 Property inspections shall be completed within two (2) business days following receipt of the request.

2.6 All inspection requests shall be initiated by the builder, subcontractor, or property owner through First State Inspection Agency, Inc., 1001 Maitland way, Milford, Delaware 19963 or (302) 422-3859, (302) 422-4270 (fax), or 800-468-7338. All permit applications for construction must be picked up and returned to the City by the builder, subcontractor, or property owner. All permit fees will be paid to the City.

3. NON-EXCLUSIVE: The contract for services to be provided by FSIA under this Agreement is non-exclusive, whereby the same services may be provided by City personnel. In the event FSIA is unable to perform the tasks it is obligated to do under this Agreement in a timely manner as solely determined by the City, the City reserves the right to contract with other inspection contractors.

4. FSIA RESPONSIBILITIES:

4.1. All work to be completed by FSIA under this Agreement shall be performed by employees of FSIA who are trained and qualified to conduct inspections and plan reviews of commercial buildings according to the standards of the International Building Code.

4.2. FSIA agrees to not accept any form of payment or compensation for any work completed pursuant to this Agreement other than as provided under Section 7.

4.3. FSIA shall coordinate with the property owner or building contractor prior to performing any on-site inspections.

4.4. FSIA shall complete all work and inspection requests within the time frame identified under Section 2 of this Agreement.

4.5. FSIA shall submit all reports, inspections and other documentation to the City in a timely manner. FSIA shall maintain a record of all work completed under this Agreement for a period of at least seven (7) years.

4.6. FSIA shall provide technical advice and information, as requested by the City.

5. FSIA REQUIREMENTS

5.1. Insurance: Upon the execution of this Agreement and upon each instance when any required insurance is either renewed or replaced, FSIA shall provide the City with a certificate of insurance evidencing coverage of the following:

5.1.1. General Liability Insurance: FSIA shall maintain general liability insurance with an endorsement for hired and non-owned vehicles in an amount of at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate that names the City as an additional insured for ongoing operations and completed operations FSIA's general liability insurance shall be primary and non-contributory.

5.1.2. Workers Compensation: FSIA shall maintain workers compensation insurance that covers all eligible employees employed by FSIA with liability limits of \$1 million/\$1 million/\$1 million. The policy must include a waiver of subrogation.

5.1.3. Professional Liability: FSIA shall maintain professional liability insurance in an amount of at least \$1,000,000 per claim or per occurrence that provides coverage against errors and omissions in the rendering or failure to render the professional services to be provided under this Agreement. This insurance shall afford insured status to all property owners and contractors requesting services by FSIA.

5.1.4. Auto Coverage. FSIA shall maintain liability coverage for any vehicles owned by FSIA with limits of at least \$1,000,000 per occurrence. The City shall be named as an additional insured.

5.2. Qualifications: FSIA employees performing work pursuant to this Agreement shall maintain any educational, training, certification and licensing requirements that are common for its industry. FSIA further certifies that any employee or agent of FSIA performing work under this Agreement is trained and qualified to interpret and determine compliance with the current City of Milford Code and the adopted International Building Code, as may be amended.

5.3. Professionalism: FSIA shall at all times act in a professional and courteous manner when interacting with property owners and building contractors requesting inspections.

6. INDEPENDENT CONTRACTOR. The parties agree that FSIA is an independent contractor and not an employee or agent of the City. FSIA shall use its own employees, personnel, equipment and resources in performance of its duties. FSIA shall provide supervision for its building inspection services, and shall be responsible for payment and control of its employees.

7. COMPENSATION:

7.1. Inspections: FSIA shall receive compensation from the City for all inspections and/or plan reviews according to the fee schedule attached hereto as Exhibit A.

8. INDEMNIFICATION AND HOLD HARMLESS: FSIA shall indemnify and hold harmless the City and its elected and appointed officials, officers, employees and agents from and against any and all claims, damages, injuries and expenses (including related attorneys' fees and court costs) arising out of or resulting, in whole or in part, from FSIA's actions or inactions which are in any way related to its responsibilities assumed under the terms of this Agreement.

9. DISPUTE RESOLUTION: Should there be any disagreement over code interpretation between FSIA and any builder, subcontractor, or property owner, the City's Manager or Code Enforcement Officer shall be authorized to make the final decision in order to resolve said disagreement.

10. SUBCONTRACTS: FSIA shall not be permitted to subcontract with any individual or entity to complete any obligation under this Agreement unless it first receives written consent from the City.

11. AMENDMENT AND AGREEMENT. This Agreement constitutes the entire agreement and understanding between the parties and supersedes any prior agreement and understanding related to the subject matter of this Agreement. This Agreement may only be amended by written instrument duly executed by the parties.

12. NON-DISCRIMINATION: In connection with the carrying out of its obligations under this Agreement, FSIA shall not discriminate against any employee, property owner or contractor because of the individual's race, marital status, color, age, religion, sex, sexual orientation, gender identity or national origin.

13. DEFAULT

13.1. Acts of default under the terms of this Agreement shall include, but not be limited to the following:

13.1.1. Failure to do any act required by this Agreement.

13.1.2. The commission of any act prohibited by the terms of this Agreement.

13.1.3. The occurrence of any other act of default identified by this Agreement.

13.1.4. Any act that is illegal, immoral or prohibited by law.

13.2. In the event of an act of default, the City shall provide FSIA with written notice of the default, except in the case of 13.1.4. in which case it shall be cause for immediate termination of this Agreement without notice or opportunity to cure.

14. TERMINATION: In the event FSIA commits two (2) or more acts of default, fails to cure any default capable of being cured within five (5) days after receipt of written notice from the City, or commits an act of default identified under 13.1.4, the City may immediately terminate this Agreement by sending written notice of the same. Upon receipt of the notice of termination FSIA shall immediately cease accepting any further work under this Agreement and provide the City with a report of all work that remains to be completed with three (3) business days.

15. GENERAL PROVISIONS

15.1. Word Gender or Number: The singular of any word may denote two (2) or more, the plural one (1) alone, and words of one gender may denote another gender whenever appropriate under the circumstances.

15.2. Counterparts: This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one in the same instrument. It shall not be necessary that

any single counterpart hereof be executed by all parties so long as at least one (1) counterpart is executed by each party.

- 15.3. Notices: Any notices or communication required or permitted hereunder shall be sufficiently given when sent by first class mail, postage prepaid, to the address above stated or which shall hereafter be given to the parties by each other in writing.
- 15.4. Survivorship: All warranties, covenants, representations and guarantees shall survive the settlement and the execution of the documents required by this Agreement. The parties hereto in executing and in carrying out the provisions of this Agreement are relying on said representations, warranties and agreements contained herein and in any other writing delivered pursuant to this Agreement or at the settlement of the transactions and not upon any representation, warranty, agreement, promise or information, written or oral, made by any person other than as specifically set forth herein.
- 15.5. Law: This Agreement shall be construed in accordance with the laws of the State of Delaware.
- 15.6. Headings: Headings of the paragraphs and subparagraphs herein are placed for convenience only and shall not to any extent have the effect of modifying, amending, interpreting or changing the express terms and provisions of this Agreement.
- 15.7. Waiver: The failure by the City to insist upon the strict performance by FSIA of any provision, term or condition of this Agreement or to exercise any right or remedy upon a breach of this Agreement shall not constitute a waiver of any such provision, term or condition, but each shall remain in full force and effect with respect to any other then existing or subsequent breach.
- 15.8. Severability: In the event any part of this Agreement is found to be void, the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though the void part had been deleted.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, and intending to be legally binding, the parties hereto set their hands and seals on the day first written above.

ATTEST:

CITY OF MILFORD

\_\_\_\_\_  
Theresa Hudson, City Clerk

By: \_\_\_\_\_(SEAL)  
Bryan W. Shupe, Mayor

[MUNICIPAL SEAL]

WITNESS:

FIRST STATE INSPECTION AGENCY, INC.

\_\_\_\_\_

By: \_\_\_\_\_(SEAL)  
Earle Dempsey, President

## **EXHIBIT A**

The following fees are based on Gross Floor Area of Construction. Gross Floor Area is defined as the total square footage of all floors, within the perimeter of outside walls, including basements, cellars, garages, roofed patios, breezeways, covered walkways and attics with floor to ceiling height of 6'6" or more.

The following fees are for all use groups other than R3 and R4.

### **Commercial Building Plan Review**

#### **Fee Schedule**

##### **New Construction**

- Up to and including 10,000 square feet = \$0.045 per square foot
- Greater than 10,000 square feet = \$0.03 per square foot

##### **Alterations**

- 1.5% of Construction Valuation up to \$20,000
- 0.5% of Construction Valuation over \$20,000

Minimum Fee = \$40

### **Commercial Building Inspection**

#### **Fee Schedule**

##### **New Construction and Additions**

- \$55.00 plus \$0.25 per square foot

##### **Alterations and Tenant Fit-out**

- 2.5% of Construction Valuation

##### **Demolition**

- \$40.00

##### **Signs**

- \$40.00

Minimum Fee = \$40

## City of Milford Vision Care Benefit

Attached is a 2 page benefit summary of the vision plan, which I have also included, on it, the monthly cost breakdown. The rates quoted for this vision plan, from EyeMed have a four-year rate guarantee. In looking over the benefit summary information, there is one additional perk, hearing care, which the city was not made aware of when the quotes were received.

The City's cost of adding the vision plan will be offset by the savings that we were able to obtain with our lowered Life/AD&D & LTD rates, which has a two-year guarantee.

When quotes were obtained on the Life/AD&D and LTD, quotes were also requested on vision plans for comparison purposes. EyeMed, which is the same vendor that the State of DE uses for their vision plan, which is a State plan that municipalities cannot piggyback as we do for Health and Dental plans, had the lowest costs and seemed to have a good selection of network eye care participants in the area.



# City of Milford

## SUMMARY OF BENEFITS

### Additional discounts

**40% OFF**

Complete pair of prescription eyeglasses

**20% OFF**

Non-prescription sunglasses

**20% OFF**

Remaining balance beyond plan coverage

These discounts are for in-network providers only

### Take a sneak peek before enrolling

- You're on the INSIGHT Network
- For a complete list of **in-network** providers near you, use our **Enhanced** Provider Locator on [www.eyemed.com](http://www.eyemed.com) or call **1-866-804-0982**.
- For Lasik providers, call 1-877-5LASER6.

Vision Care Services	In-Network Member Cost	Out-of-Network Reimbursement
<b>Exam With Dilation as Necessary</b>	\$10 Co-pay	Up to \$40
<b>Retinal Imaging</b>	Up to \$39	N/A
<b>Frames</b>	\$0 Co-pay; \$130 allowance; 20% off balance over \$130	Up to \$91
<b>Standard Plastic Lenses</b>		
Single Vision	\$25 Co-pay	Up to \$30
Bifocal	\$25 Co-pay	Up to \$50
Trifocal	\$25 Co-pay	Up to \$70
Standard Progressive Lens	\$90 Co-pay	Up to \$50
Premium Progressive Lens <sup>4</sup>	\$110 Co-pay - \$135 Co-pay	
Tier 1	\$110 Co-pay	Up to \$50
Tier 2	\$120 Co-pay	Up to \$50
Tier 3	\$135 Co-pay	Up to \$50
Tier 4	\$90 Co-pay, 80% of charge less \$120 allowance	Up to \$50
Lenticular	\$25 Co-pay	Up to \$70
<b>Lens Options (paid by the member and added to the base price of the lens)</b>		
UV Treatment	\$15	N/A
Tint (Solid and Gradient)	\$15	N/A
Standard Plastic Scratch Coating	\$15	N/A
Standard Polycarbonate	\$40	N/A
Standard Polycarbonate - Kids under 19	\$0	Up to \$32
Standard Anti-Reflective Coating	\$45	N/A
Premium Anti-Reflective Coating <sup>4</sup>	\$57 - \$68	N/A
Tier 1	\$57	N/A
Tier 2	\$68	N/A
Tier 3	80% of charge	N/A
Photochromic/Transitions	\$75	N/A
Polarized	20% off retail price	N/A
Other Add-Ons and Services	20% off retail price	N/A
<b>Contact Lens Fit and Follow-Up (Contact lens fit and two follow up visits are available once a comprehensive eye exam has been completed)</b>		
Standard Contact Lens Fit & Follow-Up	Up to \$55	N/A
Premium Contact Lens Fit & Follow-Up	10% off retail	N/A
<b>Contact Lenses</b>		
Conventional	\$0 Co-pay; \$130 allowance; 15% off balance over \$130	Up to \$130
Disposable	\$0 Co-pay; \$130 allowance; plus balance over \$130	Up to \$130
Medically Necessary	\$0 Co-pay, Paid-in-Full	Up to \$210
<b>Laser Vision Correction</b>		
Lasik or PRK from U.S. Laser Network	15% off the retail price or 5% off the promotional price	N/A
<b>Hearing Care</b>		
Hearing Health Care from Amplifon Hearing Network	40% off hearing exams and a low price guarantee on discounted hearing aids	N/A
<b>Additional Pairs Benefit</b>	Members also receive a 40% discount off complete pair eyeglass purchase and 15% discount off conventional contact lenses once the funded benefit has been used.	N/A
<b>Frequency</b>		
Examination	Once every 12 months	
Lenses or Contact Lenses	Once every 12 months	
Frame	Once every 24 months	
<b>Enrollment</b>	<b>Cost</b>	<b>Employee Cost Per Month</b>
<b>Employee:</b>	\$5.15	\$0.00
<b>Employee &amp; Spouse:</b>	\$9.79	\$4.64
<b>Employee &amp; Child(ren):</b>	\$10.31	\$5.16
<b>Employee &amp; Family:</b>	\$15.15	\$10.00
	<b>4-year rate guarantee</b>	

<sup>4</sup>Premium progressives and premium anti-reflective designations are subject to annual review by EyeMed's Medical Director and are subject to change based on market conditions. Fixed pricing is reflective of brands at the listed product level. All providers are not required to carry all brands at all levels. Benefits are not provided from services or materials arising from: 1) Orthoptic or vision training, subnormal vision aids and any associated supplemental testing; Aniseikonic lenses; 2) Medical and/or surgical treatment of the eye, eyes or supporting structures; 3) Any eye or Vision Examination, or any corrective eyewear required by a Policyholder as a condition of employment; Safety eyewear; 4) Services provided as a result of any Workers' Compensation law, or similar legislation, or required by any governmental agency or program whether federal, state or subdivisions thereof; 5) Plano (non-prescription) lenses; 6) Non-prescription sunglasses; 7) Two pair of glasses in lieu of bifocals; 8) Services or materials provided by any other group benefit plan providing vision care 9) Services rendered after the date an Insured Person ceases to be covered under the Policy, except when Vision Materials ordered before coverage ended are delivered, and the services rendered to the Insured Person are within 31 days from the date of such order. 10) Lost or broken lenses, frames, glasses, or contact lenses will not be replaced except in the next Benefit Frequency when Vision Materials would next become available. Benefits may not be combined with any discount, promotional offering, or other group benefit plans. Standard/Premium Progressive lens not covered-fund as a Bifocal lens. Standard Progressive lens covered-fund Premium Progressive as a Standard. Underwritten by Fidelity Security Life Insurance Company of Kansas City, Missouri, except in New York. The Certificate of Insurance is on file with your employer. Benefit allowance provides no remaining balance for future use within the same benefit year. Fees charged for a non-insured benefit must be paid in full to the Provider. Such fees or materials are not covered.

# What's in it for me?

Options. It's simple really. We're dedicated to helping you see clearly – and that's why we've built a network that gives you lots of choices and flexibility. You can choose from thousands of independent and retail providers to find the one that best fits your needs and schedule. No matter which one you choose, our plan is designed to be easy-to-use and help you access the care you need. Welcome to EyeMed.



Benefits Snapshot	With EyeMed	Out-of-Network Reimbursement
Exam with dilation as necessary (Once every 12 months)	\$10 Co-pay	Up to \$40
Frames (Once every 24 months)	\$0 Co-pay; \$130 allowance; 20% off balance over \$130	Up to \$91
Single Vision Lenses (Once every 12 months) Or Contacts (Once every 12 months)	\$25 Co-pay \$0 Co-pay; \$130 allowance; plus balance over \$130	Up to \$30 Up to \$130

## And now it's time for the breakdown . . .

Here's an example of what you might pay for a pair of glasses with us vs. what you'd pay without vision coverage. So, let's say you get an eye exam and choose a frame that costs \$163 with single vision lenses that have UV and scratch protection. Now let's see the difference...

**77%  
SAVINGS  
with us\***

With EyeMed	Without Insurance**
Exam \$10 Co-pay	Exam \$106
Frame \$163 - \$130 allowance \$33 - \$6.60 (20% discount off balance) \$26.40	Frame \$163
Lens \$25 Co-pay \$15 UV treatment add-on +\$15 Scratch coating add-on \$55	Lens \$78 \$23 UV treatment add-on +\$25 Scratch coating add-on \$126
<b>Total \$91.40</b>	<b>Total \$395</b>



## Download the EyeMed Members App

It's the easy way to view your ID card, see benefit details and find a provider near you.



\*This is a snapshot of your benefits. Actual savings will depend on provider, frame and lens selections. \*\*Based on industry averages.



OFFICE OF THE CITY MANAGER  
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MILFORD, DE 19963  
[www.cityofmilford.com](http://www.cityofmilford.com)

June 10, 2016

TO: Mayor and City Council  
FROM: Eric Norenberg  
SUBJECT: FY2016-17 Budget

### **Overview**

The 2016-17 budget was prepared in conjunction with department heads and superintendents from all departments and with special thanks to the diligence of the Finance Director Jeff Portmann. We are pleased to present you with the Fiscal Year 2016-2017 Budget for the City of Milford that covers the General Fund and the various Enterprise Funds for the time period of July 1, 2016 through June 30, 2017 totaling \$42,538,525.

### **Background and Summary**

The annual budget document serves a number of purposes for the City. First, the budget provides the citizens of Milford with information regarding the operations of the City government and details on how public funds will be utilized throughout the community. Second, the annual budget is used as a managerial tool by the City Manager and the City's department heads. The annual spending plan not only serves as a monitoring tool of revenues and expenses for the various departments, but also as a means of evaluation to ensure public resources are used in the most effective and efficient manner.

The General Fund is balanced with a \$500,000 transfer from Realty Transfer Tax Fund for public safety staffing and \$210,255 transferred from the Economic Development fund for staffing as well. As has been discussed with the City Council, it is important for the City to end the reliance of these two funds for ongoing personnel expenses that should be funded from the City's General Fund.

### **Budget Overview**

The FY 2016-17 budget constitutes a decrease of \$411,995 or one percent over the prior fiscal year. It is important to recognize a significant amount of this decrease is a result of projected cost increases for purchased power. The property tax rate remains unchanged at \$0.46 per \$100.00 of assessed value.

The individual fund increases/decreases for each fund are as follows:

	<b>FY2016-17 Budget</b>	<b>Change from FY2015-16</b>	<b>Percent Change</b>
General Fund	\$9,185,295	\$319,375	3.60%
Water Fund*	\$2,730,500	(\$171,430)	-5.91%
Sewer Fund*	\$4,356,500	\$350,000	8.74%
Sanitation Fund**	\$1,360,440	\$246,585	22.14%
Electric Fund***	\$24,905,790	(\$1,156,525)	-4.44%

\* Water & Sewer rates will remain at their current levels for all rate classifications.

\*\* Solid Waste rates will be increased by \$0.50 per account per month for the FY2016-17 and will increase by the same amount for the following next fiscal year in accordance with the FY15-16 budget adoption.

\*\*\* Electric rates will remain at their current levels for all rate classes pending the cost of service study currently underway.

The budget includes additional hours for temporary/seasonal Parks and Recreation employees, a part-time IT server maintenance assistant and an entry level code enforcement officer (both to be recruited competitively). The FY 2016-17 budget includes an overall 2% pay increase for all employees off the respective position's midpoint. In addition, the budget includes a compensation study and vision care benefit for employees. The City has a collective bargaining agreement with sworn police officers up to and including the rank of Sergeant which expired June 30, 2014. The City continues the renewal process through the Teamsters Union representing employees of the Police Department covered under the Collective Bargaining Agreement. No funds have been budgeted to cover any monetary obligation beyond the above mentioned two percent pay increase. The budget also reflects an approximate 7.66 percent increase in health insurance premiums.

## **Conclusion**

The current fiscal condition of the City is stable. However, funding decisions to improve the City's long term strength and stability will need to be considered for implementation in future fiscal years. As the economy slowly strengthens, it will be extremely important for the City continue to maintain sound financial policies and practices.

**CITY OF MILFORD  
 BUDGET FISCAL YEAR 2016-2017  
 BUDGET SUMMARY ANALYSIS**

<b>DEPARTMENT</b>	<b>OPERATIONS &amp; MAINTENANCE</b>	<b>DEBT SERVICE</b>	<b>CAPITAL</b>	<b>TOTAL EXPENDITURES</b>
<b>GENERAL FUND</b>				
ADMINISTRATION	\$721,025	\$0	\$0	\$721,025
PLANNING & ZONING	\$252,375	\$0	\$0	\$252,375
CODE ENFORCEMENT & INSPECTION	\$294,500	\$0	\$25,000	\$319,500
FINANCE	\$480,665	\$0	\$0	\$480,665
INFORMATION TECHNOLOGY	\$326,130	\$0	\$55,000	\$381,130
POLICE	\$4,451,540	\$0	\$71,600	\$4,523,140
STREETS	\$884,865	\$16,475	\$211,000	\$1,112,340
PARKS & RECREATION	\$873,005	\$0	\$126,000	\$999,005
COUNCIL	\$396,115	\$0	\$0	\$396,115
<b>TOTAL GENERAL FUND</b>	<b>\$8,680,220</b>	<b>\$16,475</b>	<b>\$488,600</b>	<b>\$9,185,295</b>
<b>WATER</b>	<b>\$1,426,025</b>	<b>\$901,745</b>	<b>\$402,730</b>	<b>\$2,730,500</b>
<b>SEWER</b>	<b>\$3,315,675</b>	<b>\$612,470</b>	<b>\$428,355</b>	<b>\$4,356,500</b>
<b>SANITATION</b>	<b>\$1,099,440</b>	<b>\$0</b>	<b>\$261,000</b>	<b>\$1,360,440</b>
<b>ELECTRIC</b>	<b>\$24,109,345</b>	<b>\$346,445</b>	<b>\$450,000</b>	<b>\$24,905,790</b>
<b>TOTAL BUDGET</b>	<b>\$38,630,705</b>	<b>\$1,877,135</b>	<b>\$2,030,685</b>	<b>\$42,538,525</b>

**CITY OF MILFORD  
BUDGET FISCAL YEAR 2016-2017  
REVENUE**

**GENERAL FUND PAGE 2**

ACCOUNT CODE	DESCRIPTION	BUDGET FY 14-15	BUDGET FY 15-16	BUDGET FY 16-17
101-0000	<b>GENERAL FUND REVENUE</b>			
390-10-10	<b>GENERAL FUND CAPITAL RESERVES</b>	0	280,000	411,000
390-10-20	<b>GF RESERVES-ECONOMIC DEV. FUNDS</b>	144,120	173,440	201,255
	<b>REAL ESTATE TAX</b>			
311-10-10	PROPERTY TAXES: CURRENT LEVY	3,746,010	3,701,000	3,732,970
311-10-30	PROPERTY TAXES: PENALTIES	23,000	30,000	30,000
319-20-15	REAL ESTATE TRANSFER FEE-POLICE	500,000	500,000	500,000
	<b>TOTAL REAL ESTATE TAXES</b>	<b>3,769,010</b>	<b>3,731,000</b>	<b>4,262,970</b>
	<b>LICENSES &amp; PERMITS</b>			
321-10-10	BUSINESS & MERCANTILE LICENSE	40,000	35,000	106,250
321-10-20	RENTAL LICENSE	85,000	85,000	85,000
322-10-00	BUILDING PERMIT FEES	60,000	60,000	75,000
322-15-00	PLANNING & ZONING FEES	15,000	15,000	15,000
328-10-30	GRASSCUTTING REVENUE	15,000	16,000	16,000
	<b>TOTAL LICENSES &amp; PERMITS</b>	<b>215,000</b>	<b>211,000</b>	<b>297,250</b>
	<b>POLICE DEPARTMENT</b>			
342-10-10	FINES	150,000	135,000	135,000
342-10-60	MISCELLANEOUS REVENUE	5,000	5,000	5,000
342-10-90	ACCIDENT COPIES	9,000	9,000	10,000
342-10-70	STATE POLICE PENSION	130,000	130,000	130,000
342-10-92	SALE OF VEHICLES & EQUIPMENT	5,000	5,000	5,000
342-10-98	SPECIAL DUTY OVERHEAD	3,000	3,000	5,000
342-10-99	SRO OFFICERS SCHOOL FUNDED	<u>200,000</u>	<u>200,000</u>	<u>150,000</u>
	<b>TOTAL POLICE DEPARTMENT</b>	<b>502,000</b>	<b>487,000</b>	<b>440,000</b>

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2016-2017  
 REVENUE

GENERAL FUND PAGE 3

ACCOUNT CODE	DESCRIPTION	BUDGET FY 14-15	BUDGET FY 15-16	BUDGET FY 16-17
	<b>GENERAL FUND REVENUE</b>			
	<b>MISCELLANEOUS REVENUE</b>			
359-10-20	SPRINT TOWER RENTAL	16,480	16,480	17,300
359-10-25	VERIZON TOWER RENTAL	22,845	22,845	22,845
359-10-30	AT&T TOWER RENTAL	16,800	16,800	16,800
359-10-40	CHESAPEAKE GAS	38,000	38,000	36,000
359-10-50	CATV FRANCHISE FEES	99,000	100,000	106,000
359-10-55	POLE RENTAL FEES-CATV	6,835	6,835	6,835
359-10-60	FIBER OPTIC RENTAL	28,000	27,540	27,540
359-10-65	CEMETERY FUNDS	32,000	32,000	32,000
359-10-99	MISCELLANEOUS REVENUE	1,000	1,000	1,000
361-10-00	EARNINGS ON INVESTMENTS	6,500	6,500	6,500
	<b>TOTAL MISCELLANEOUS REVENUE</b>	<b>267,460</b>	<b>268,000</b>	<b>272,820</b>
391-10-10	OTHER - INTERDEPARTMENTAL	715,480	715,480	800,000
391-10-50	ELECTRIC DIVISION	2,500,000	2,500,000	2,500,000
	<b>TOTAL TRANSFERS- GENERAL FUND</b>	<b>3,215,480</b>	<b>3,215,480</b>	<b>3,300,000</b>
	<b>TOTAL GENERAL FUND REVENUES</b>	<b>8,613,070</b>	<b>8,865,920</b>	<b>9,185,295</b>

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2016-2017  
 EXPENDITURES

PAGE 4A-1  
 CITY ADMINISTRATION

ACCOUNT CODE	DESCRIPTION	BUDGET FY 14-15	BUDGET FY 15-16	BUDGET FY 16-17	=
<b>GENERAL GOVERNMENT ADMINISTRATION</b>					
101-1010					=
413-10-10	SALARIES & WAGES	327,430	396,795	320,220	=
413-10-11	SALARIES & WAGES-VACATION SELLBACK	4,250	1,510	2,760	=
413-10-30	SALARIES & WAGES-OVERTIME	3,000	3,000	3,000	=
413-30-10	CONTRACT SERVICES	1,000	1,000	1,000	=
413-30-11	CONTRACT SERVICES-TAX ASSESSOR	30,000	10,000	15,000	=
413-30-12	CONTRACT SERVICES-COMP. STUDY	0	0	25,000	=
413-30-13	CONTRACT SERVICES-STUDY OPER. & FAC.	0	0	95,000	=
413-30-20	LEGAL SERVICE	12,000	18,000	21,000	=
413-30-30	AUDITING SERVICE	1,000	1,000	1,000	=
413-30-50	ENGINEERING	0	12,500	5,000	=
413-30-60	RECORDS RETENTION	5,000	3,340	Moved-Coun	=
413-40-29	MAINT. & REPAIR-VEHICLE LABOR	1,100	1,000	0	=
413-40-30	MAINT. & REPAIR-VEHICLE	250	250	0	=
413-50-20	INSURANCE & BONDING	7,200	5,815	5,160	=
413-50-31	CELLPHONE	1,200	1,200	1,200	=
413-50-40	ADVERTISING & PRINTING	16,000	16,500	22,500	=
413-50-61	WEBSITE MAINTENANCE	0	3,100	3,500	=
413-50-62	CAMA SOFTWARE	6,500	6,500	6,760	=
413-50-90	TRAINING	5,000	5,000	10,500	=
413-60-10	MATERIALS & SUPPLIES	5,500	4,000	4,500	=
413-60-11	GENERAL EXPENSE	8,000	8,000	9,600	=
413-60-12	COMPUTER	0	6,500	1,650	=
413-60-13	COPIER	3,000	3,000	6,000	=
413-60-15	POSTAGE	2,000	400	750	=
413-60-17	GASOLINE & OIL	2,800	3,000	0	=
413-67-11	DISCRETIONARY FUNDS	25,000	0	15,000	=
413-90-80	COST ALLOCATION-CITY HALL BUILDING	20,510	10,800	8,975	=
	<b>TOTAL ADMIN. GEN. EXPENSE</b>	<b>487,740</b>	<b>522,210</b>	<b>585,075</b>	<b>=</b>

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2016-2017  
 EXPENDITURES

PAGE 4A-2  
 CITY ADMINISTRATION

ACCOUNT CODE	DESCRIPTION	BUDGET FY 14-15	BUDGET FY 15-16	BUDGET FY 16-17	=
101-1010	<b>GENERAL GOVERNMENT EMPLOYEE BENEFITS</b>				=
413-20-10	MEDICAL	38,570	29,205	54,730	=
413-20-20	SOCIAL SECURITY	25,715	29,675	25,230	=
413-20-30	RETIREMENT	39,065	30,335	40,230	=
413-20-50	UNEMPLOYMENT COMPENSATION	2,265	1,800	1,655	=
413-20-60	WORKMAN'S COMPENSATION	1,865	1,195	1,475	=
413-20-70	GROUP LIFE INSURANCE	4,295	2,820	3,595	=
413-20-80	RETIREE MEDICAL BENEFITS	0	8,420	9,035	=
	<b>TOTAL EMPLOYEE BENEFITS</b>	111,775	103,450	135,950	=
	<b>TOTAL GEN. GOV'T. - O &amp; M</b>	599,515	625,660	721,025	=
413-70-40	CAPITAL-EQUIPMENT	0	0	0	=
	<b>TOTAL GENERAL GOV. CAPITAL</b>	0	0	0	=
	<b>TOTAL GENERAL GOVERNMENT</b>	599,515	625,660	721,025	=

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2016-2017  
 EXPENDITURES

PAGE 4B-1  
 PLANNING & ZONING

ACCOUNT CODE	DESCRIPTION	BUDGET FY 14-15	BUDGET FY 15-16	BUDGET FY 16-17
101-1035	<b>GENERAL GOVERNMENT ADMINISTRATION</b>			
419-10-10	SALARIES & WAGES	105,475	115,435	117,490
419-10-30	SALARIES & WAGES-OVERTIME	3,500	3,500	2,500
419-30-10	CONTRACT SERVICES	0	0	30,000
419-30-20	LEGAL SERVICE	10,000	9,000	15,000
419-30-30	AUDITING SERVICE	1,000	1,000	1,000
419-30-50	ENGINEERING	4,000	8,000	6,000
419-40-29	MAINT. & REPAIR-VEHICLE LABOR	1,000	500	0
419-40-30	MAINT. & REPAIR-VEHICLES	500	250	0
419-50-20	INSURANCE & BONDING	955	630	300
419-50-31	CELLPHONE	800	700	700
419-50-90	TRAINING	5,000	5,000	1,000
419-60-10	MATERIALS & SUPPLIES	2,000	1,000	3,000
419-60-11	GENERAL EXPENSE	1,000	500	1,000
419-60-12	COMPUTER	4,500	2,000	0
419-60-13	COPIER	0	0	0
419-60-15	POSTAGE	500	250	1,000
419-60-17	GASOLINE & OIL	1,000	500	0
419-90-80	BUILDING MAINT.-XFER TO CITY HALL	10,255	10,800	8,975
	<b>TOTAL ADMIN. GEN. EXPENSE</b>	<b>151,485</b>	<b>159,065</b>	<b>187,965</b>

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2016-2017  
 EXPENDITURES

PAGE 4B-2  
 PLANNING & ZONING

ACCOUNT CODE	DESCRIPTION	BUDGET FY 14-15	BUDGET FY 15-16	BUDGET FY 16-17
101-1035	<b>GENERAL GOVERNMENT EMPLOYEE BENEFITS</b>			
419-20-10	MEDICAL	29,475	21,790	37,290
419-20-20	SOCIAL SECURITY	8,285	9,145	9,205
419-20-30	RETIREMENT	11,430	12,075	15,140
419-20-50	UNEMPLOYMENT COMPENSATION	985	835	760
419-20-60	WORKMAN'S COMPENSATION	595	595	630
419-20-70	GROUP LIFE INSURANCE	1,245	1,355	1,385
	<b>TOTAL EMPLOYEE BENEFITS</b>	<b>52,015</b>	<b>45,795</b>	<b>64,410</b>
	<b>TOTAL GENERAL GOV.-O &amp; M</b>	<b>203,500</b>	<b>204,860</b>	<b>252,375</b>
419-70-40	CAPITAL-EQUIPMENT	0	0	0
	<b>TOTAL GENERAL GOV. CAPITAL</b>	<b>0</b>	<b>0</b>	<b>0</b>
	<b>TOTAL GENERAL GOVERNMENT</b>	<b>203,500</b>	<b>204,860</b>	<b>252,375</b>

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2016-2017  
 EXPENDITURES

PAGE 4C-1  
 CODE ENFORCEMENT & INSPECTION

ACCOUNT CODE	DESCRIPTION	BUDGET FY 14-15	BUDGET FY 15-16	BUDGET FY 16-17	=
101-1045	<b>GENERAL GOVERNMENT ADMINISTRATION</b>				=
429-10-10	SALARIES & WAGES	108,985	111,975	154,265	=
429-10-30	SALARIES & WAGES-TEMPORARY WAGES	3,500	0	0	=
429-10-30	SALARIES & WAGES-OVERTIME	1,000	2,500	1,500	=
429-30-20	LEGAL SERVICE	3,000	3,000	3,000	=
429-30-30	AUDITING SERVICE	1,000	1,000	1,000	=
429-30-50	ENGINEERING	1,000	1,000	1,000	=
429-40-29	MAINT. & REPAIR - VEHICLE LABOR	1,500	1,500	1,500	=
429-40-30	MAINT. & REPAIR - VEHICLES	1,000	1,000	1,000	=
429-50-20	INSURANCE & BONDING	2,200	1,440	2,815	=
429-50-31	CELLPHONE	1,200	1,200	1,000	=
429-50-90	TRAINING	3,000	5,000	5,000	=
429-60-10	MATERIALS & SUPPLIES	2,500	2,500	2,500	=
429-60-11	GENERAL EXPENSE	2,500	2,500	2,500	=
429-60-12	COMPUTER	0	0	2,000	=
429-60-15	POSTAGE	2,500	2,500	2,500	=
429-60-17	GASOLINE & OIL	1,500	1,500	1,500	=
429-60-18	UNIFORMS	1,000	1,000	1,000	=
429-68-10	DEMOLITIONS	13,000	16,000	16,000	=
429-68-20	PROPERTY MAINTENANCE	16,000	16,000	16,000	=
429-90-80	BUILDING MAINT.-XFER TO CITY HALL BLDG.	0	10,800	8,975	=
	<b>TOTAL ADMIN. GEN. EXPENSE</b>	<b>166,385</b>	<b>182,415</b>	<b>225,055</b>	<b>=</b>

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2016-2017  
 EXPENDITURES

PAGE 4C-2  
 CODE ENFORCEMENT & INSPECTION

ACCOUNT CODE	DESCRIPTION	BUDGET FY 14-15	BUDGET FY 15-16	BUDGET FY 16-17
101-1045	<b>GENERAL GOVERNMENT EMPLOYEE BENEFITS</b>			
429-20-10	MEDICAL	10,995	12,955	37,290
429-20-20	SOCIAL SECURITY	8,485	8,815	11,895
429-20-30	RETIREMENT	11,225	11,315	16,300
429-20-50	UNEMPLOYMENT COMPENSATION	985	835	1,140
429-20-60	WORKMAN'S COMPENSATION	715	705	1,000
429-20-70	GROUP LIFE INSURANCE	1,285	1,320	1,820
	<b>TOTAL EMPLOYEE BENEFITS</b>	<b>33,690</b>	<b>35,945</b>	<b>69,445</b>
	<b>TOTAL GENERAL GOV.-O &amp; M</b>	<b>200,075</b>	<b>218,360</b>	<b>294,500</b>
429-70-42	CAPITAL-VEHICLE	0	0	25,000
	<b>TOTAL GENERAL GOV. CAPITAL</b>	<b>0</b>	<b>0</b>	<b>25,000</b>
	<b>TOTAL GENERAL GOVERNMENT</b>	<b>200,075</b>	<b>218,360</b>	<b>319,500</b>

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2016-2017  
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CITY HALL BUILDING : O&M PAGE 5

ACCOUNT CODE	DESCRIPTION	BUDGET FY 14-15	BUDGET FY 15-16	BUDGET FY 16-17
225-6320	<b>CITY HALL COST ALLOCATION</b>			
481-30-10	CONTRACT SERVICES	6,000	3,000	2,700
481-30-15	CLEANING SERVICE	6,500	6,500	5,700
481-30-30	AUDITING SERVICES	1,000	1,000	1,000
481-40-31	BUILDING MAINT. & REPAIRS	15,000	15,000	15,000
481-50-30	TELEPHONE	2,500	2,500	2,500
481-60-10	MATERIALS & SUPPLIES	2,000	1,000	800
481-60-14	POSTAGE MACHINE	1,230	1,230	1,100
481-60-22	ELECTRIC	16,000	16,000	13,500
481-60-23	WATER	1,300	1,400	1,200
481-60-24	FUEL OIL	10,000	10,000	7,500
225-0000	<b>CITY HALL BUILDING EXPENSES</b>	61,530	57,630	51,000
331-10-01	LESS INTERSERVICE BILLING-CITY ADMIN.	(20,510)	(10,800)	(8,975)
331-10-02	LESS INTERSERVICE BILLING-CITY COUNCIL	(20,510)	(19,230)	(17,950)
331-10-03	LESS INTERSERVICE BILLING-CODE ENF.	0	(10,800)	(8,975)
331-10-04	LESS INTERSERVICE BILLING-IT	(10,255)	(6,000)	(6,125)
331-10-05	LESS INTERSERVICE BILLING-P&Z	(10,255)	(10,800)	(8,975)
	<b>NET CITY HALL COST</b>	0	0	0

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2016-2017  
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ACCOUNT CODE	DESCRIPTION	BUDGET FY 14-15	BUDGET FY 15-16	BUDGET FY 16-17	=
	<b>GENERAL GOVERNMENT</b>				=
101-1310	<b>ADMINISTRATION</b>				=
415-10-10	SALARIES & WAGES	266,830	269,920	299,545	=
415-10-11	SALARIES & WAGES-VACATION SELLBACK	4,110	4,255	3,120	=
415-30-10	CONTRACT SERVICES	10,000	10,000	10,000	=
415-30-15	CLEANING SERVICES	9,000	9,000	9,000	=
415-30-30	AUDITING SERVICE	1,000	1,000	1,000	=
415-40-29	MAINT. & REPAIR-VEHICLE LABOR	500	500	500	=
415-40-30	MAINT. & REPAIR-VEHICLE	500	500	500	=
415-50-20	INSURANCE & BONDING	960	630	1,445	=
415-50-30	TELEPHONE	1,700	1,800	1,850	=
415-50-31	CELLPHONE	1,200	1,200	1,000	=
415-50-90	TRAINING	8,000	6,000	9,000	=
415-60-10	MATERIALS & SUPPLIES	8,000	8,000	8,000	=
415-60-11	GENERAL EXPENSE	2,000	2,000	2,000	=
415-60-12	COMPUTER	4,000	4,000	4,000	=
415-60-13	COPIER	1,000	1,000	1,000	=
415-60-15	POSTAGE	2,500	2,750	2,500	=
415-60-17	GAS & OIL	500	250	250	=
	<b>TOTAL ADMIN. GEN. EXPENSE</b>	<b>321,800</b>	<b>322,805</b>	<b>354,710</b>	<b>=</b>

CITY OF MILFORD  
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ACCOUNT CODE	DESCRIPTION	BUDGET FY 14-15	BUDGET FY 15-16	BUDGET FY 16-17	=
	<b>GENERAL GOVERNMENT</b>				=
	<b>EMPLOYEE BENEFITS</b>				=
415-20-10	MEDICAL	20,825	24,540	50,890	=
415-20-20	SOCIAL SECURITY	21,470	21,805	23,445	=
415-20-30	RETIREMENT	33,240	32,835	35,025	=
415-20-50	UNEMPLOYMENT COMPENSATION	1,965	1,665	1,900	=
415-20-60	WORKMAN'S COMPENSATION	1,030	825	945	=
415-20-70	GROUP LIFE INSURANCE	3,150	3,170	3,525	=
	<b>TOTAL EMPLOYEE BENEFITS</b>	<b>81,680</b>	<b>84,840</b>	<b>115,730</b>	<b>=</b>
	<b>FINANCE BUILDING</b>				=
415-40-31	MAINTENANCE & REPAIRS	5,000	5,000	5,000	=
415-60-22	ELECTRIC	5,000	5,000	5,000	=
415-60-23	WATER	225	225	225	=
	<b>TOTAL MUN. BLDG. GEN. EXP</b>	<b>10,225</b>	<b>10,225</b>	<b>10,225</b>	<b>=</b>
	<b>TOTAL GENERAL GOV.-O &amp; M</b>	<b>413,705</b>	<b>417,870</b>	<b>480,665</b>	<b>=</b>
415-70-40	CAPITAL-EQUIPMENT	0	6,425	0	=
	<b>TOTAL GENERAL GOV. CAPITAL</b>	<b>0</b>	<b>6,425</b>	<b>0</b>	<b>=</b>
	<b>TOTAL GENERAL GOVERNMENT</b>	<b>413,705</b>	<b>424,295</b>	<b>480,665</b>	<b>=</b>

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2016-2017  
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 INFORMATION TECHNOLOGY

ACCOUNT CODE	DESCRIPTION	BUDGET FY 14-15	BUDGET FY 15-16	BUDGET FY 16-17
<b>GENERAL GOVERNMENT</b>				
<b>ADMINISTRATION</b>				
101-1510				
418-10-10	SALARIES & WAGES	119,145	121,265	107,310
418-10-11	SALARIES & WAGES-VACATION SELLBACK	1,515	1,545	1,580
418-30-10	CONTRACT SERVICES	9,700	1,150	1,300
418-30-30	AUDITING	1,000	1,000	1,000
418-40-29	MAINT. & REPAIR-VEHICLE LABOR	500	500	500
418-40-30	MAINT. & REPAIR-VEHICLE	500	500	500
418-50-20	INSURANCE & BONDING	960	630	700
418-50-30	TELEPHONE	300	300	300
418-50-31	CELLPHONE	1,350	1,200	1,000
418-50-60	SOFTWARE MAINTENANCE	120,600	117,000	124,225
418-50-90	TRAINING	7,000	5,000	5,000
418-60-10	MATERIALS & SUPPLIES	6,000	6,000	6,000
418-60-11	GENERAL EXPENSE	500	500	500
418-60-12	COMPUTER	30,000	35,000	30,000
418-60-17	GASOLINE & OIL	700	700	300
	<b>TOTAL ADMIN. GEN. EXPENSE</b>	<b>299,770</b>	<b>292,290</b>	<b>280,215</b>

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2016-2017  
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PAGE 7B  
 INFORMATION TECHNOLOGY

ACCOUNT CODE	DESCRIPTION	BUDGET FY 14-15	BUDGET FY 15-16	BUDGET FY 16-17
101-1510	<b>GENERAL GOVERNMENT EMPLOYEE BENEFITS</b>			
418-20-10	MEDICAL	33,275	39,220	18,710
418-20-20	SOCIAL SECURITY	9,455	9,595	8,525
418-20-30	RETIREMENT	14,845	14,755	10,485
418-20-50	UNEMPLOYMENT COMPENSATION	980	835	760
418-20-60	WORKMAN'S COMPENSATION	460	370	340
418-20-70	GROUP LIFE INSURANCE	1,405	1,425	970
	<b>TOTAL EMPLOYEE BENEFITS</b>	60,420	66,200	39,790
	<b>MUNICIPAL BUILDING</b>			
418-40-31	COST ALLOCATION-CITY HALL BUILDING	10,255	6,000	6,125
	<b>TOTAL GENERAL GOV.-O &amp; M</b>	370,445	364,490	326,130
418-70-40	CAPITAL-EQUIPMENT	85,430	62,760	55,000
	<b>TOTAL GENERAL GOV. CAPITAL</b>	85,430	62,760	55,000
	<b>TOTAL GENERAL GOVERNMENT</b>	455,875	427,250	381,130

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2016-2017  
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ACCOUNT CODE	DESCRIPTION	BUDGET FY 14-15	BUDGET FY 15-16	BUDGET FY 16-17	=
101-1610	<b>POLICE DEPARTMENT</b>				=
421-10-10	SALARIES & WAGES-SWORN OFFICERS	1,862,800	1,886,195	1,850,185	=
421-10-11	SALARIES & WAGES-VACATION SELLBACK	12,555	10,810	11,590	=
421-10-30	SALARIES & WAGES-OFFICERS OVERTIME	148,875	148,875	164,000	=
421-10-31	SALARIES & WAGES-SPECIAL DUTY RADAR	15,000	15,000	0	=
421-10-35	SALARIES & WAGES-OFFICERS COURT/ STANDBY	30,000	35,000	35,000	=
421-10-50	SALARIES & WAGES-OFFICERS ON CALL	55,000	55,000	55,000	=
421-10-55	SALARIES & WAGES-SHIFT DIFFERENTIAL.	16,000	16,000	16,000	=
421-10-60	SALARIES & WAGES-DOWNTOWN PATROL	0	0	14,000	=
421-11-10	SALARIES & WAGES-CIVILIAN	380,500	390,765	395,225	=
421-11-11	SALARIES & WAGES-VACATION SELLBACK	2,355	2,400	2,445	=
421-11-30	SALARIES & WAGES-CIVILIAN OVERTIME	29,935	30,000	30,000	=
421-11-55	SALARIES & WAGES-SHIFT DIFFERENTIAL	4,800	4,800	4,800	=
421-12-10	SALARIES & WAGES-CROSS. GUARDS	10,300	10,300	10,300	=
421-13-10	SALARIES & WAGES-SEASONAL CADETS	10,000	10,000	0	=
421-30-10	CONTRACT SERVICES	44,240	27,500	31,950	=
421-30-20	LEGAL EXPENSE	25,000	25,000	50,000	=
421-30-30	AUDITING	5,000	5,000	5,000	=
421-50-20	INSURANCE	49,860	38,380	49,020	=
421-50-30	TELEPHONE	7,500	7,500	6,500	=
421-50-31	CELLPHONE	12,500	14,900	14,500	=
421-50-40	ADVERTISING & PRINTING	5,000	5,000	5,000	=
421-50-90	TRAINING	35,000	39,000	42,000	=
421-60-10	MATERIALS & SUPPLIES	20,000	20,000	20,000	=
421-60-11	GENERAL EXPENSE	5,000	5,000	7,500	=
421-60-18	UNIFORMS & EQUIPMENT	31,000	32,500	32,500	=
421-65-11	SENIOR PATROL	1,000	1,000	1,000	=
421-65-13	CRIMINAL INVESTIGATION FUND	2,500	2,500	2,500	=
421-65-14	COMMUNITY POLICING	4,000	3,000	5,000	=
421-65-15	CADET SEASONAL OFFICER SUPPLIES	4,000	4,000	0	=
421-65-16	K-9 UNIT EXPENSE	3,500	3,500	3,500	=
421-65-17	SPECIAL OPS GROUP EXPENSE	<u>7,500</u>	<u>7,500</u>	<u>7,500</u>	=
	<b>TOTAL POLICE GEN. SERV. EXPENSE</b>	<b>2,840,720</b>	<b>2,856,425</b>	<b>2,872,015</b>	<b>=</b>

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2016-2017  
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ACCOUNT CODE	DESCRIPTION	BUDGET FY 14-15	BUDGET FY 15-16	BUDGET FY 16-17
101-1610	<b>POLICE DEPARTMENT EMPLOYEE BENEFITS</b>			
421-20-10	MEDICAL	450,715	526,675	601,170
421-20-20	SOCIAL SECURITY	198,980	201,070	198,820
421-20-30	RETIREMENT	396,830	395,680	388,230
421-20-50	UNEMPLOYMENT COMPENSATION	21,630	18,380	16,600
421-20-60	WORKMAN'S COMPENSATION	138,760	121,455	124,590
421-20-70	GROUP LIFE INSURANCE	<u>26,220</u>	<u>26,530</u>	<u>26,225</u>
	<b>TOTAL EMPLOYEE BENEFITS</b>	1,233,135	1,289,790	1,355,635
	<b>VEHICLE EXPENSE</b>			
421-40-29	MAINTENANCE-GARAGE LABOR	31,000	31,000	40,000
421-40-30	MAINTENANCE-PARTS & REPAIRS	25,000	25,000	28,000
421-50-21	INSURANCE	28,615	18,865	25,090
421-60-17	GASOLINE & OIL	<u>85,000</u>	<u>70,000</u>	<u>60,000</u>
	<b>TOTAL VEHICLE EXPENSE</b>	169,615	144,865	153,090
	<b>HEADQUARTERS EXPENSE</b>			
421-40-31	MAINTENANCE & REPAIR BUILDING	10,000	12,000	15,000
421-40-32	MAINTENANCE & REPAIR OF EQUIPMENT	11,000	15,000	15,000
421-60-12	COMPUTERS	7,000	7,000	7,000
421-60-13	COPIERS	2,500	2,000	2,000
421-60-15	POSTAGE	1,500	1,500	1,500
421-60-22	ELECTRIC	22,000	20,000	20,000
421-60-23	WATER	2,800	2,800	2,800
421-60-24	FUEL OIL	<u>10,000</u>	<u>10,000</u>	<u>7,500</u>
	<b>TOTAL HEADQUARTERS EXPENSE</b>	66,800	70,300	70,800
	<b>POLICE CAPITAL</b>			
421-70-40	CAPITAL-EQUIPMENT	50,000	10,000	0
421-70-42	CAPITAL-VEHICLES	71,200	74,000	71,600
	<b>TOTAL POLICE CAPITAL</b>	121,200	84,000	71,600
	<b>TOTAL POLICE BUDGET</b>	4,431,470	4,445,380	4,523,140

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ACCOUNT CODE	DESCRIPTION	BUDGET FY 14-15	BUDGET FY 15-16	BUDGET FY 16-17
	<b>STREETS &amp; GROUNDS DIVISION</b>			
101-1810				
431-10-10	SALARIES & WAGES	268,845	275,815	277,305
431-10-11	SALARIES & WAGES-VACATION SELLBACK	2,455	2,510	2,560
431-10-20	SALARIES & WAGES-TEMPORARY	1,000	1,000	1,000
431-10-30	SALARIES & WAGES-OVERTIME	8,000	8,000	8,000
431-10-50	SALARIES & WAGES-ON CALL	10,500	10,500	10,500
431-30-10	CONTRACT SERVICES	57,500	58,000	30,000
431-30-30	AUDITING	2,000	2,000	2,000
431-30-50	ENGINEERING SERVICES	15,000	10,000	10,000
431-40-29	MAINT. & REPAIR-VEHICLE LABOR	29,000	29,000	29,000
431-40-30	MAINT. & REPAIR-VEHICLES	35,000	40,000	40,000
431-50-20	INSURANCE	22,935	16,545	18,165
431-50-30	TELEPHONE	500	500	500
431-50-31	CELLPHONE	1,800	1,800	800
431-50-40	ADVERTISING & PRINTING	1,000	1,500	1,500
431-50-90	TRAINING	1,000	1,000	1,000
431-60-10	MATERIALS & SUPPLIES	7,000	7,000	7,000
431-60-11	GENERAL EXPENSE	500	500	500
431-60-12	COMPUTER	2,000	0	0
431-60-17	GASOLINE & OIL	25,000	25,000	18,000
431-60-18	UNIFORMS & EQUIPMENT	5,600	5,800	5,800
431-60-70	STREET SIGNS & MARKERS	10,000	15,000	10,000
431-60-71	STREET & ROAD MATERIALS	25,000	35,000	25,000
431-60-72	SNOW & ICE REMOVAL	27,000	20,000	20,000
431-60-73	STORM SEWERS & DRAINS	8,000	10,000	10,000
431-60-75	SIDEWALKS & CURBS	25,000	30,000	30,000
431-60-76	STREET LIGHTS	92,000	92,000	92,000
431-90-80	TRANSFER TO PUBLIC WORKS	51,740	52,060	55,240
	<b>TOTAL S &amp; G GEN. EXPENSE</b>	<b>735,375</b>	<b>750,530</b>	<b>705,870</b>

CITY OF MILFORD  
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ACCOUNT CODE	DESCRIPTION	BUDGET FY 14-15	BUDGET FY 15-16	BUDGET FY 16-17
101-1810	<b>STREETS &amp; GROUNDS DIVISION</b>			
	<b>EMPLOYEE BENEFITS</b>			
431-20-10	MEDICAL	76,440	98,920	101,490
431-20-20	SOCIAL SECURITY	22,440	22,915	23,025
431-20-30	RETIREMENT	31,290	30,960	32,745
431-20-50	UNEMPLOYMENT COMPENSATION	3,190	2,710	2,465
431-20-60	WORKMEN'S COMPENSATION	15,695	14,160	14,805
431-20-70	GROUP LIFE INSURANCE	2,955	3,040	3,065
	<b>TOTAL EMPLOYEE BENEFITS</b>	152,010	172,705	177,595
	<b>BUILDING EXPENSES</b>			
431-40-31	MAINTENANCE & REPAIR BUILDING	1,000	1,000	1,000
431-60-22	ELECTRIC	4,500	4,500	0
431-60-23	WATER	400	400	400
	<b>TOTAL BUILDING EXPENSE</b>	5,900	5,900	1,400
	<b>TOTAL S &amp; G DIVISION O &amp; M</b>	893,285	929,135	884,865
431-70-40	CAPITAL-EQUIPMENT	20,000	0	0
431-70-42	CAPITAL-VEHICLES	60,000	120,000	145,000
431-70-44	CAPITAL-STREETS	0	0	66,000
431-80-10	1996 BOND DEBT-PRINCIPAL	17,720	14,665	14,360
431-80-11	1996 BOND DEBT-INTEREST	2,800	2,475	2,115
	<b>TOTAL S &amp; G DIV. CAPITAL &amp; DEBT</b>	100,520	137,140	227,475
	<b>TOTAL S &amp; G DIVISION</b>	993,805	1,066,275	1,112,340

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GENERAL FUND PAGE 12

ACCOUNT CODE	DESCRIPTION	BUDGET FY 14-15	BUDGET FY 15-16	BUDGET FY 16-17
101-1910	<b>PARKS &amp; RECREATION</b>			
451-10-10	SALARIES & WAGES	320,060	303,235	308,420
451-10-11	SALARIES & WAGES-VACATION SELLBACK	2,670	2,725	4,455
451-10-15	SALARIES-SUMMER PLAYGROUND	14,000	14,000	14,000
451-10-20	SALARIES-TEMPORARY WAGES	70,000	70,000	90,000
451-10-22	SALARIES-TEMP. WAGES CEMETERY	32,000	32,000	32,000
451-30-10	CONTRACT SERVICES	20,000	20,000	24,000
451-30-11	BOYS AND GIRLS CLUB RENTAL	30,000	31,000	32,000
451-30-20	LEGAL	1,000	1,000	1,000
451-30-30	AUDITING	2,000	2,000	2,000
451-30-50	ENGINEERING	2,000	2,000	2,000
451-40-29	MAINT. & REPAIR-VEHICLES LABOR	19,000	19,000	19,000
451-40-30	MAINT. & REPAIR-VEHICLES	15,000	15,000	15,000
451-40-31	MAINTENANCE & REPAIR-BUILDING	8,000	17,800	21,000
451-40-34	MAINTENANCE & REPAIR-FACILITIES	75,000	80,000	80,000
451-50-20	INSURANCE	15,050	11,300	12,615
451-50-30	TELEPHONE	900	950	950
451-50-31	CELLPHONE	1,450	1,450	1,000
451-50-40	ADVERTISING & PRINTING	3,500	3,500	3,500
451-50-60	SOFTWARE MAINTENANCE	2,815	2,915	3,005
451-50-90	TRAINING	500	3,000	5,000
451-60-10	MATERIALS & SUPPLIES	3,000	3,000	3,000
451-60-11	GENERAL EXPENSES	1,000	1,000	1,000
451-60-12	COMPUTER	4,000	0	2,000
451-60-13	COPIER	2,500	2,500	2,500
451-60-15	POSTAGE	800	800	800
451-60-17	GASOLINE & OIL	19,000	16,000	14,000
451-60-22	ELECTRIC	9,000	10,000	10,000
451-60-23	WATER	11,000	12,000	12,000
451-60-24	FUEL OIL	<u>5,000</u>	<u>5,000</u>	<u>0</u>
	<b>TOTAL P&amp;R GENERAL EXPENSE:</b>	<b>690,245</b>	<b>683,175</b>	<b>716,245</b>

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GENERAL FUND PAGE 13

ACCOUNT CODE	DESCRIPTION	BUDGET FY 14-15	BUDGET FY 15-16	BUDGET FY 16-17	=
101-1910	<b>PARKS &amp; RECREATION</b>				=
	<b>EMPLOYEE - BENEFITS</b>				=
451-20-10	MEDICAL	56,325	61,025	65,490	=
451-20-20	SOCIAL SECURITY	26,500	25,080	25,590	*
451-20-30	RETIREMENT	35,000	34,695	37,050	=
451-20-50	UNEMPLOYMENT COMPENSATION	3,825	2,815	2,595	=
451-20-60	WORKMAN'S COMPENSATION	16,065	13,290	14,130	=
451-20-70	GROUP LIFE INSURANCE	3,780	3,565	3,635	=
451-20-80	RETIREE HEALTH INSURANCE	0	16,250	8,270	=
	<b>TOTAL P&amp;R EMPLOYEE BENEFITS</b>	141,495	156,720	156,760	=
	<b>TOTAL P&amp;R OPERATIONAL EXPENSES:</b>	831,740	839,895	873,005	=
	<b>PARKS &amp; RECREATION CAPITAL</b>				=
451-70-20	CAPITAL-BUILDING	0	7,000	7,000	=
451-70-40	CAPITAL-EQUIPMENT	22,000	53,000	39,000	=
451-70-50	CAPITAL-PARKS	120,000	160,000	80,000	=
	<b>TOTAL P&amp;R CAPITAL</b>	142,000	220,000	126,000	=
201-7010	<b>PARKS &amp; RECREATION ENTERPRISE FUND</b>				=
347-10-10	EXPENDITURES	100,000	100,000	100,000	=
451-69-10	ENTERPRISE PROGRAM REVENUES	<u>(100,000)</u>	<u>(100,000)</u>	<u>(100,000)</u>	=
	<b>TOTAL P&amp;R ENTERPRISE EXPENSE</b>	0	0	0	=
	<b>TOTAL PARKS &amp; REC. BUDGET</b>	973,740	1,059,895	999,005	=

CITY OF MILFORD  
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GENERAL FUND PAGE 14

ACCOUNT CODE	DESCRIPTION	BUDGET FY14-15	BUDGET FY15-16	BUDGET FY16-17	=
<b>GENERAL GOVERNMENT</b>					
<b>101-1110</b>	<b>COUNCIL</b>				=
411-10-10	SALARIES & WAGES-COUNCIL	16,000	16,000	16,000	=
411-10-10	SALARIES & WAGES-MEETING TRANSCRIPTION	14,000	14,000	14,000	=
411-20-20	SOCIAL SECURITY	1,225	1,225	1,225	=
411-30-10	CONTRACT SERVICE-RECORDING EQUIP.	1,250	1,250	1,200	=
411-30-20	LEGAL	20,000	20,000	20,500	=
411-40-31	CITY HALL BUILDING EXPENSES	20,510	19,230	17,950	=
411-68-11	PUBLIC OFFICIALS & LIABILITY INSURANCE	31,000	32,990	21,740	=
411-68-12	CHRISTMAS DECORATIONS	0	0	15,000	=
411-68-13	COUNCIL EXPENSE	17,000	17,000	17,000	=
411-68-14	EMPLOYEE RECOGNITION	9,000	9,000	11,000	=
411-68-15	CODIFICATION	4,000	4,000	9,500	=
411-68-16	CARLISLE FIRE COMPANY	140,000	140,000	140,000	=
411-68-17	MUSEUM	26,000	26,000	26,000	=
411-68-19	DOWNTOWN MILFORD INC.	40,000	40,000	40,000	=
411-68-22	CEMETERY EXPENSE	5,000	5,000	0	=
411-68-34	ECONOMIC DEVELOPMENT	0	0	15,000	=
411-68-37	ARMORY EXPENSE	20,000	20,000	10,000	=
411-68-38	DEDO/DOWNTOWN PLANNING GRANT	0	23,250	0	=
411-68-39	RESIDENT SURVEY	0	0	15,000	=
<b>101-1210</b>	<b>ELECTIONS</b>				=
414-10-10	SALARIES-ELECTIONS	4,000	4,000	4,000	=
414-60-12	SUPPLIES-ELECTIONS	1,000	1,000	1,000	=
	<b>TOTAL COUNCIL AND ELECTIONS O &amp; M</b>	<b>369,985</b>	<b>393,945</b>	<b>396,115</b>	<b>=</b>
	<b>TOTAL GENERAL FUND BUDGET</b>	<b>8,613,070</b>	<b>8,865,920</b>	<b>9,185,295</b>	<b>=</b>

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2016-2017  
 REVENUES

ACCOUNT CODE	DESCRIPTION	BUDGET FY 14-15	BUDGET FY 15-16	BUDGET FY 16-17	=
202-2020	<b>WATER DIVISION</b>				=
344-10-10	SERVICE BILLINGS	2,500,000	2,600,000	2,700,000	=
344-10-20	LATE PENALTIES	4,000	3,500	3,000	=
344-10-40	CONNECT AND RECONNECT FEES	20,000	20,000	15,000	=
344-10-45	NEW METER CONNECTIONS	6,000	8,000	10,000	=
359-10-99	MISCELLANEOUS	500	500	500	=
361-10-00	EARNINGS ON INVESTMENTS	2,500	3,500	2,000	=
390-20-10	TRANSFER FROM CAPITAL RESERVES	111,000	266,430	0	=
	<b>TOTAL WATER REVENUES</b>	<b>2,644,000</b>	<b>2,901,930</b>	<b>2,730,500</b>	<b>=</b>
203-3030	<b>WASTEWATER DIVISION</b>				=
344-10-09	KENT COUNTY COST ADJUSTMENTS	1,700,000	1,700,000	1,850,000	=
344-10-10	SERVICE BILLINGS	2,300,000	2,300,000	2,500,000	=
344-10-20	PENALTIES	6,500	5,000	5,000	=
361-10-00	EARNINGS ON INVESTMENTS	750	1,500	1,500	=
390-10-10	TRANSFER FROM CAPITAL RESERVES	342,610	0	0	=
	<b>TOTAL WASTEWATER REVENUES</b>	<b>4,349,860</b>	<b>4,006,500</b>	<b>4,356,500</b>	<b>=</b>

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2016-2017  
 EXPENDITURES

WATER FUND: O&M PAGE 16

ACCOUNT CODE	DESCRIPTION	BUDGET FY 14-15	BUDGET FY 15-16	BUDGET FY 16-17	=
202-2020	<b>WATER DIVISION</b>				=
432-10-10	SALARIES WAGES	158,615	172,710	175,590	=
432-10-11	SALARIES WAGES-VACATION SELLBACK	0	1,145	495	=
432-10-30	SALARIES WAGES-OVERTIME	15,875	15,875	15,875	=
432-10-50	SALARIES WAGES-ON CALL	13,800	13,800	13,800	=
432-30-10	CONTRACT SERVICES	45,000	45,000	45,000	=
432-30-20	LEGAL EXPENSES	2,500	2,500	2,500	=
432-30-30	AUDITING	8,000	8,000	8,000	=
432-30-50	ENGINEERING	20,000	20,000	25,000	=
432-40-10	WATER METERS	49,000	49,000	49,000	=
432-40-11	WELLS	80,000	80,000	80,000	=
432-40-12	MAINS	30,000	30,000	30,000	=
432-40-13	CHEMICALS	95,000	95,000	125,000	=
432-40-14	SERVICE CONNECTIONS	12,000	12,000	12,000	=
432-40-15	PUMPING - POWER PURCHASED	210,000	210,000	250,000	=
432-40-29	MAINT. & REPAIR-VEHICLE LABOR	10,000	8,000	8,000	=
432-40-30	MAINT. & REPAIR-VEHICLES	8,000	8,000	8,000	=
432-40-31	MAINT. & REPAIR-BUILDING	8,000	8,000	10,000	=
432-40-34	MAINT. & REPAIR-WATER TOWERS	52,650	52,650	52,650	=
432-50-19	MAINT. & REPAIR - SCADA	10,000	10,000	10,000	=
432-50-20	INSURANCE	20,825	16,780	16,090	=
432-50-30	TELEPHONE	3,000	3,000	3,000	=
432-50-31	CELLPHONE	5,700	5,700	3,000	=
432-50-40	ADVERTISING & PRINTING	1,000	1,000	1,000	=
432-50-90	TRAINING	2,500	2,500	2,500	=
432-60-10	MATERIALS & SUPPLIES	8,000	8,000	8,000	=
432-60-11	GENERAL EXPENSE	1,650	1,650	2,000	=
432-60-17	GASOLINE & OIL	10,000	10,000	8,000	=
432-60-18	UNIFORMS	2,700	2,700	1,500	=
432-69-30	DEBT EXPENSE	0	0	700	=
432-69-41	ECONOMIC INCENTIVE REBATE	<u>20,000</u>	<u>7,000</u>	<u>0</u>	=
	<b>TOTAL WATER DIVISION O&amp;M EXP</b>	<b>903,815</b>	<b>900,010</b>	<b>966,700</b>	<b>=</b>

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2016-2017  
 EXPENDITURES

WATER FUND: O&M PAGE 17

ACCOUNT CODE	DESCRIPTION	BUDGET FY 14-15	BUDGET FY 15-16	BUDGET FY 16-17
202-2020	<b>WATER DIVISION</b>			
	<b>EMPLOYEE BENEFITS</b>			
432-20-10	MEDICAL	45,460	57,940	57,020
432-20-20	SOCIAL SECURITY	14,490	15,595	15,795
432-20-30	RETIREMENT	19,580	20,510	22,090
432-20-50	UNEMPLOYMENT COMPENSATION	1,720	1,540	1,405
432-20-60	WORKMEN'S COMPENSATION	10,200	9,710	10,210
432-20-70	GROUP LIFE INSURANCE	<u>1,875</u>	<u>2,030</u>	<u>2,070</u>
	<b>TOTAL EMPLOYEE BENEFITS</b>	93,325	107,325	108,590
432-90-30	INTERDEPARTMENTAL TRANSFERS	154,190	154,190	170,000
432-90-80	TRANSFER TO PUBLIC WORKS	62,650	63,215	67,070
432-90-82	TRANSFER TO BILLING	<u>112,800</u>	<u>115,275</u>	<u>113,665</u>
	<b>TOTAL WATER DIVISION - O&amp;M</b>	1,326,780	1,340,015	1,426,025
	<b>DEBT SERVICE</b>			
432-80-10	G O BONDS 2011(96)-PRINCIPAL	62,005	51,315	50,245
432-80-11	G O BONDS 2011(96)-INTEREST	9,795	8,660	7,395
432-80-13	1992 CAB BONDS-PRINCIPAL	420,000	465,000	395,000
432-80-15	G O BONDS 2011(92)-PRINCIPAL	128,385	106,250	104,035
432-80-16	G O BONDS 2011(92)-INTEREST	20,275	17,930	15,310
432-80-23&24	2012 USDA LOAN	186,000	186,000	186,000
432-80-02&03	2012 WASHINGTON ST. LOAN	<u>143,760</u>	<u>143,760</u>	<u>143,760</u>
	<b>TOTAL WATER DIVISION DEBT</b>	970,220	978,915	901,745
	<b>WATER CAPITAL</b>			
432-70-40	CAPITAL OUTLAY-EQUIPMENT	70,000	78,000	10,000
432-70-42	CAPITAL OUTLAY-VEHICLE	0	58,000	25,000
432-70-44	CAPITAL OUTLAY-INFRASTRUCTURE	277,000	447,000	50,000
432-90-10	CAPITAL OUTLAY-TRANSFER TO RESERVE	0	0	317,730
	<b>TOTAL WATER DIVISION</b>	2,644,000	2,901,930	2,730,500

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2016-2017  
 EXPENDITURES

SEWER FUND: O & M PAGE 18

ACCOUNT CODE	DESCRIPTION	BUDGET FY 14-15	BUDGET FY 15-16	BUDGET FY 16-17
203-3030	<b>WASTEWATER DIVISION</b>			
432-10-10	SALARIES & WAGES	158,615	172,710	175,590
432-10-11	SALARIES & WAGES-VACATION SELLBACK	0	1,145	495
432-10-30	SALARIES & WAGES-OVERTIME	15,875	15,875	15,875
432-10-50	SALARIES & WAGES-ON CALL	13,800	13,800	13,800
432-30-10	CONTRACT SERVICES	25,000	25,000	25,000
432-30-20	LEGAL EXPENSE	2,000	2,000	2,000
432-30-30	AUDITING	8,000	8,000	8,000
432-30-50	ENGINEERING EXPENSE	20,000	20,000	25,000
432-40-12	MAINS	20,000	20,000	20,000
432-40-13	CHEMICALS	35,000	33,000	33,000
432-40-14	SERVICE CONNECTIONS	4,000	4,000	4,000
432-40-15	PUMPING - POWER PURCHASED	25,000	25,000	25,000
432-40-17	LIFT STATIONS	85,000	85,000	85,000
432-40-18	FACILITIES	4,000	4,000	5,000
432-40-19	WASTEWATER TREATMENT	1,700,000	1,700,000	1,850,000
432-40-20	WASTEWATER TREATMENT-I & I	550,000	525,000	500,000
432-40-29	MAINT. & REPAIRS-VEHICLES LABOR	10,000	8,000	8,000
432-40-30	MAINT. & REPAIRS-VEHICLES	5,500	5,500	5,500
432-40-32	MAINT. & REPAIRS-EQUIPMENT	5,000	5,000	5,000
432-50-19	MAINT. & REPAIRS-SCADA	20,000	20,000	20,000
432-50-20	INSURANCE	6,835	5,180	5,420
432-50-30	TELEPHONE	1,000	1,000	400
432-50-40	ADVERTISING & PRINTING	1,000	1,000	1,000
432-50-90	TRAINING	1,500	1,500	1,500
432-60-10	MATERIALS & SUPPLIES	3,000	3,000	3,000
432-60-11	GENERAL EXPENSES	1,000	1,000	1,500
432-60-17	GASOLINE & OIL	10,000	10,000	8,000
432-60-18	UNIFORMS	2,000	2,000	1,500
432-69-30	BOND DEBT SERVICE EXPENSE	0	700	1,400
432-69-41	ECONOMIC INCENTIVE REBATE	<u>20,000</u>	<u>4,000</u>	<u>0</u>
	<b>TOTAL WASTEWATER GEN. EXP</b>	<b>2,753,125</b>	<b>2,722,410</b>	<b>2,849,980</b>

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2016-2017  
 EXPENDITURES

SEWER FUND: O & M PAGE 19

ACCOUNT CODE	DESCRIPTION	BUDGET FY 14-15	BUDGET FY 15-16	BUDGET FY 16-17
203-3030	<b>WASTEWATER DIVISION EMPLOYEE BENEFITS</b>			
432-20-10	MEDICAL	45,460	57,940	57,020
432-20-20	SOCIAL SECURITY	14,490	15,595	15,795
432-20-30	RETIREMENT	19,580	20,510	22,090
432-20-50	UNEMPLOYMENT COMPENSATION	1,720	1,540	1,405
432-20-60	WORKMEN'S COMPENSATION	10,200	9,710	10,210
432-20-70	GROUP LIFE INSURANCE	<u>1,875</u>	<u>2,030</u>	<u>2,070</u>
	<b>TOTAL EMPLOYEE BENEFITS</b>	93,325	107,325	108,590
432-90-40	INTERDEPARTMENTAL TRANSFERS	154,190	154,190	170,000
432-90-80	TRANSFER TO PUBLIC WORKS	62,650	63,215	67,070
432-90-82	TRANSFER TO BILLING DEPT.	112,800	115,275	113,665
	<b>TOTAL WASTEWATER DIVISION - O&amp;M:</b>	3,176,090	3,162,415	3,309,305
	<b>DEBT SERVICE</b>			
432-80-10	G O BONDS 2011(1996)-PRINCIPAL	81,900	67,780	66,365
432-80-11	G O BONDS 2011(1996)-INTEREST	12,935	11,440	9,765
432-80-12	2000 STATE REV. FUND LOAN-PRINCIPAL	90,245	92,525	95,785
432-80-28	2000 STATE REV. FUND LOAN-INTEREST	23,425	20,695	17,885
432-80-04	2011 BOND ISSUE-PRINCIPAL	135,000	140,000	140,000
432-80-05	2011 BOND ISSUE-INTEREST	111,115	108,365	105,565
432-80-06	2012 STATE REV. FUND LOAN-PRINCIPAL	48,025	48,990	49,975
432-80-07	2012 STATE REV. FUND LOAN-INTEREST	17,680	16,715	15,730
432-80-08	2012 KENT COUNTY BYPASS-PRINCIPAL	22,650	23,165	23,690
432-80-09	2012 KENT COUNTY BYPASS-INTEREST	28,295	27,780	27,255
432-80-09	2015 USDA LOAN	<u>0</u>	<u>0</u>	<u>60,455</u>
	<b>TOTAL WASTEWATER DEBT</b>	571,270	557,455	612,470
	<b>CAPITAL</b>			
432-70-42	CAPITAL OUTLAY-VEHICLE	130,000	130,000	130,000
432-70-44	CAPITAL OUTLAY-INFRASTRUCTURE	472,500	102,500	15,000
432-90-10	CAPITAL OUTLAY-TRANSFER TO RESERVE	<u>0</u>	<u>54,130</u>	<u>289,725</u>
	<b>TOTAL WASTEWATER DIVISION</b>	4,349,860	4,006,500	4,356,500

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2016-2017  
 REVENUE

SOLID WASTE FUND PAGE 20

ACCOUNT CODE	DESCRIPTION	BUDGET FY 14-15	BUDGET FY 15-16	BUDGET FY 16-17
204-4040	<b>SOLID WASTE DIVISION</b>			
344-10-70	SERVICE BILLINGS-COMMERCIAL	55,000	55,000	42,000
344-10-71	SERVICE BILLINGS-RESIDENTIAL	970,000	970,000	1,000,000
344-10-72	SERVICE BILLINGS-BULK TRASH	25,000	25,000	10,000
344-10-20	LATE PENALTIES	3,500	3,500	3,500
361-10-00	EARNINGS ON INVESTMENTS	6,500	6,500	4,500
361-10-00	REBATE	0	0	18,000
399-40-00	BUDGETED FUND BALANCE	53,855	53,855	32,440
399-40-00	BUDGETED CD-RESERVES	0	0	250,000
	<b>TOTAL SOLID WASTE REVENUE:</b>	<b>1,113,855</b>	<b>1,113,855</b>	<b>1,360,440</b>

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2016-2017  
 EXPENDITURES

SOLID WASTE FUND PAGE 21

ACCOUNT CODE	DESCRIPTION	BUDGET FY 14-15	BUDGET FY 15-16	BUDGET FY 16-17	=
204-4040	<b>SOLID WASTE DIVISION</b>				=
432-10-10	SALARIES & WAGES	224,215	230,080	234,190	=
432-10-11	SALARIES & WAGES-VACATION SELLBACK	725	740	0	=
432-10-20	SALARIES & WAGES-TEMPORARY	20,000	20,000	20,000	=
432-10-30	SALARIES & WAGES-OVERTIME	11,000	11,000	11,000	=
432-30-10	CONTRACT SERVICE	12,000	20,500	21,700	=
432-30-30	AUDITING	6,000	6,000	6,000	=
432-40-29	MAINT. & REPAIR-VEHICLE LABOR	21,000	21,000	18,000	=
432-40-30	MAINT. & REPAIR-VEHICLE	40,000	40,000	35,000	=
432-42-10	LANDFILL FEES	260,000	265,000	265,000	=
432-50-20	INSURANCE	15,240	10,780	11,365	=
432-50-40	ADVERTISING AND PRINTING	3,500	4,500	4,000	=
432-50-90	TRAINING	1,000	1,000	1,000	=
432-60-10	MATERIALS & SUPPLIES	5,500	5,500	3,500	=
432-60-11	GENERAL EXPENSES	1,000	1,000	1,000	=
432-60-15	POSTAGE	0	1,000	500	=
432-60-17	GASOLINE & OIL	36,000	30,000	20,000	=
432-60-18	UNIFORMS	5,000	6,000	6,000	=
432-60-21	NATURAL GAS	6,000	7,500	6,000	=
432-61-10	TRASH & RECYCLING CONTAINERS	24,000	18,000	20,000	=
432-61-11	YARD WASTE CONTAINERS	15,000	15,000	10,000	=
432-90-50	INTERDEPARTMENTAL TRANSFERS	102,930	102,930	100,000	=
432-90-80	TRANSFER TO PUBLIC WORKS	51,740	52,060	55,240	=
432-90-82	TRANSFER TO BILLING DEPT.	112,800	115,275	113,665	=
	<b>TOTAL SOLID WASTE O &amp; M EXP.</b>	<b>974,650</b>	<b>984,865</b>	<b>963,160</b>	<b>=</b>

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2016-2017  
 EXPENDITURES

ACCOUNT CODE	DESCRIPTION	BUDGET FY 14-15	BUDGET FY 15-16	BUDGET FY 16-17	=
204-4040	<b>SOLID WASTE DIVISION</b>				=
	<b>EMPLOYEE BENEFITS</b>				=
432-20-10	MEDICAL	51,790	65,565	70,365	=
432-20-20	SOCIAL SECURITY	18,485	18,895	19,130	=
432-20-30	RETIREMENT	27,025	27,575	29,385	=
432-20-50	UNEMPLOYMENT COMPENSATION	3,190	2,710	2,465	=
432-20-60	WORKMEN'S COMPENSATION	12,780	11,535	12,165	=
432-20-70	GROUP LIFE INSURANCE	2,625	2,710	2,770	=
	<b>TOTAL EMPLOYEE BENEFITS</b>	<b>115,895</b>	<b>128,990</b>	<b>136,280</b>	<b>=</b>
432-70-42	CAPITAL-VEHICLE	0	0	261,000	=
	<b>TOTAL SOLID WASTE CAPITAL</b>	<b>0</b>	<b>0</b>	<b>261,000</b>	<b>=</b>
	<b>TOTAL SOLID WASTE EXPENSES</b>	<b>1,090,545</b>	<b>1,113,855</b>	<b>1,360,440</b>	<b>=</b>

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2016-2017  
 REVENUE

ELECTRIC REVENUE PAGE 23

ACCOUNT CODE	DESCRIPTION	BUDGET FY 14-15	BUDGET FY 15-16	BUDGET FY 16-17	=
205-0000	<b>ELECTRIC DIVISION REVENUE</b>				=
344-10-10	SERVICE BILLING	24,500,000	25,625,000	24,730,790	=
344-10-20	LATE PENALTIES	65,000	60,000	60,000	=
344-10-30	RETURNED CHECKS	3,500	3,000	3,000	=
344-10-40	CONNECTION FEES	70,000	80,000	90,000	=
344-10-41	UNDERGROUND FEES	10,000	8,000	10,000	=
359-10-99	MISCELLANEOUS	5,000	5,000	5,000	=
361-10-00	EARNINGS ON INVESTMENTS	4,000	6,000	5,000	=
392-10-10	SALE OF PROPERTY OR EQUIPMENT	2,000	2,000	2,000	=
390-10-10	TRANSFER FROM RESERVES	0	273,315	0	=
					=
					=
	<b>TOTAL ELECTRIC DIVISION REVENUE</b>	<b>24,659,500</b>	<b>26,062,315</b>	<b>24,905,790</b>	<b>=</b>

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2016-2017  
 EXPENDITURES

ELECTRIC FUND O&M PAGE 24

ACCOUNT CODE	DESCRIPTION	BUDGET FY 14-15	BUDGET FY 15-16	BUDGET FY 16-17	=
<b>205-5050</b>	<b>ELECTRIC DIVISION</b>				=
432-10-10	SALARIES & WAGES	771,085	781,210	788,235	=
432-10-11	SALARIES & WAGES-VACATION SELLBACK	5,390	2,765	1,895	=
432-10-30	SALARIES & WAGES-OVERTIME	35,225	35,225	35,225	=
432-10-50	SALARIES & WAGES-ON CALL	42,640	42,640	42,640	=
432-30-10	CONTRACT SERVICES	30,000	30,000	30,000	=
432-30-20	LEGAL SERVICE	2,500	2,500	2,500	=
432-30-30	AUDITING	8,000	8,000	8,000	=
432-30-50	ENGINEERING SERVICE	20,000	20,000	20,000	=
432-40-10	METERS	30,000	30,000	45,000	=
432-40-29	MAINT. & REPAIRS-VEHICLE LABOR	21,000	21,000	22,000	=
432-40-30	MAINT. & REPAIRS-VEHICLES	33,000	33,000	43,000	=
432-40-31	MAINT. & REPAIRS-BUILDING	15,000	5,000	0	=
432-44-20	RENTAL OF EQUIPMENT	2,500	2,500	2,500	=
432-50-10	TRAFFIC SIGNALS	5,000	5,000	5,000	=
432-50-11	SUB-STATIONS	50,000	50,000	50,000	=
432-50-12	DISTRIBUTION LINES	300,000	300,000	300,000	=
432-50-20	INSURANCE	103,000	83,025	83,810	=
432-50-30	TELEPHONE	5,000	5,000	5,000	=
432-50-31	CELLPHONE	5,500	6,000	3,600	=
432-50-35	COMMUNICATIONS (TELEMETERING)	2,350	2,350	0	=
432-50-40	ADVERTISING & PRINTING	3,500	2,500	2,500	=
432-50-90	TRAINING	19,725	19,725	36,000	=
432-60-10	MATERIALS & SUPPLIES	5,600	5,000	5,000	=
432-60-11	GENERAL EXPENSE	2,000	2,000	2,000	=
432-60-16	BILLING-RATE CONSULTANT	2,000	2,000	0	=
432-60-17	GASOLINE & OIL	32,000	28,000	22,000	=
432-60-18	UNIFORMS	7,000	7,000	10,000	=
432-60-19	RADIO	4,600	2,500	5,000	=
432-60-25	SMALL TOOLS	6,000	6,000	7,500	=
432-60-26	BOOTS & SAFETY GEAR	<u>15,000</u>	<u>15,000</u>	<u>15,000</u>	=
	<b>SUB-TOTAL ELECTRIC O &amp; M EXP.</b>	<b>1,584,615</b>	<b>1,554,940</b>	<b>1,593,405</b>	<b>=</b>

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2016-2017  
 EXPENDITURES

ELECTRIC FUND O&M PAGE 25

ACCOUNT CODE	DESCRIPTION	BUDGET FY 14-15	BUDGET FY 15-16	BUDGET FY 16-17	=
205-5050	<b>ELECTRIC DIVISION O &amp; M CONTINUED</b>				=
432-50-13	ENVIRONMENTAL COMPLIANCE	31,000	31,000	31,000	=
432-50-14	VEGETATION CONTROL	75,000	75,000	75,000	=
432-50-15	WAREHOUSE EXPENSE	5,000	3,500	3,500	=
432-50-17	FIBER MAINTENACE	10,000	35,000	10,000	=
432-50-18	METER PEDESTAL MAINTENACE	2,000	2,000	0	=
432-50-60	SOFTWARE MAINTENANCE	16,300	4,000	4,000	=
432-58-40	INVENTORY EXPENSE	25,000	25,000	25,000	=
432-69-20	OFFICE EQUIPMENT	7,500	8,000	8,000	=
432-69-30	BANK CHARGES-BOND ISSUE	600	700	700	=
432-69-41	ECONOMIC INCENTIVE REBATE	13,000	8,000	0	=
432-80-30	METER DEPOSIT INTEREST EXPENSE	1,000	1,000	1,000	=
	<b>TOTAL ELECTRIC O &amp; M EXPENSE</b>	<b>1,771,015</b>	<b>1,748,140</b>	<b>1,751,605</b>	<b>=</b>
	<b>EMPLOYEE BENEFITS</b>				<b>=</b>
432-20-10	MEDICAL	137,955	184,010	165,125	=
432-20-20	SOCIAL SECURITY	66,840	66,830	67,665	=
432-20-30	RETIREMENT	91,920	89,780	98,200	=
432-20-50	UNEMPLOYMENT COMPENSATION	6,865	6,495	5,540	=
432-20-60	WORKMEN'S COMPENSATION	43,600	38,675	40,485	=
432-20-70	GROUP LIFE INSURANCE	<u>9,090</u>	<u>9,175</u>	<u>9,290</u>	=
	<b>TOTAL EMPLOYEE BENEFITS</b>	<b>356,270</b>	<b>394,965</b>	<b>386,305</b>	<b>=</b>
	<b>TRANSFERS TO OTHER FUNDS</b>				<b>=</b>
432-90-20	TRANSFER TO GENERAL FUND	2,500,000	2,500,000	2,500,000	=
432-90-60	INTERDEPARTMENTAL TRANSFERS	304,170	304,170	360,000	=
432-90-80	TRANSFER TO PUBLIC WORKS	88,940	88,185	94,670	=
432-90-82	TRANSFER TO BILLING DEPT.	<u>413,595</u>	<u>422,260</u>	<u>416,765</u>	=
	<b>TOTAL TRANSFERS</b>	<b>3,306,705</b>	<b>3,314,615</b>	<b>3,371,435</b>	<b>=</b>
	<b>TOTAL ELECTRIC OPERATING EXPENSE:</b>	<b>5,433,990</b>	<b>5,457,720</b>	<b>5,509,345</b>	<b>=</b>

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2016-2017  
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ELECTRIC POWER & CAPITAL PAGE 26

ACCOUNT CODE	DESCRIPTION	BUDGET FY 14-15	BUDGET FY 15-16	BUDGET FY 16-17	=
205-5050	<b>ELECTRIC DIVISION</b>				=
	<b>POWER PURCHASED</b>				=
432-50-16	DEMEC	18,500,000	19,625,000	18,600,000	=
	<b>DEBT SERVICE</b>				=
432-80-18	2000 BOND DEBT-INTEREST	35,000	0	0	=
432-80-21	2011 BOND DEBT-PRINCIPAL	155,000	155,000	160,000	=
432-80-22	2011 BOND DEBT-INTEREST	192,695	189,595	186,445	=
	<b>TOTAL BOND DEBT</b>	<b>382,695</b>	<b>344,595</b>	<b>346,445</b>	<b>=</b>
	<b>CAPITAL OUTLAY</b>				<b>=</b>
432-70-20	BUILDING-NEW BILLING FACILITY	100,000	0	0	=
432-70-40	EQUIPMENT	11,000	0	0	=
432-70-42	VEHICLES	0	400,000	265,000	=
432-70-44	PROJECTS	187,435	235,000	185,000	=
432-90-10	TRANSFER TO RESERVES	44,380	0	0	=
	<b>TOTAL ELECTRIC FUND CAPITAL</b>	<b>342,815</b>	<b>635,000</b>	<b>450,000</b>	<b>=</b>
	<b>TOTAL ELECTRIC FUND EXPENDITURES</b>	<b>24,659,500</b>	<b>26,062,315</b>	<b>24,905,790</b>	<b>=</b>

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2016-2017  
 EXPENDITURES

PUBLIC WORKS : O&M PAGE 27

ACCOUNT CODE	DESCRIPTION	BUDGET FY 14-15	BUDGET FY 15-16	BUDGET FY 16-17	=
222-6120	<b>PW COST ALLOCATION</b>				=
435-10-10	SALARIES & WAGES	132,700	118,245	141,390	=
435-10-30	SALARIES & WAGES-OVERTIME	2,000	2,000	2,000	=
435-30-10	CONTRACT SERVICES	10,000	9,000	11,700	=
435-30-15	CLEANING	19,000	21,000	20,000	=
435-30-20	LEGAL	2,000	2,000	2,000	=
435-30-30	AUDITING	3,000	3,000	3,000	=
435-30-50	ENGINEERING	12,000	12,000	12,000	=
435-40-29	MAINT. & REPAIR-GARAGE LABOR	1,400	1,400	1,400	=
435-40-30	MAINT. & REPAIR-VEHICLES	500	500	500	=
435-40-31	MAINT. & REPAIR-BUILDING	43,000	52,200	20,200	=
435-50-20	INSURANCE	3,760	2,925	3,145	=
435-50-30	TELEPHONE	1,200	1,200	1,000	=
435-50-31	CELLPHONE	800	800	500	=
435-50-90	TRAINING	3,000	3,000	7,000	=
435-60-10	MATERIALS & SUPPLIES	12,000	11,500	8,500	=
435-60-11	GENERAL EXPENSE	2,000	2,000	1,500	=
435-60-13	COPIER	1,500	1,000	1,000	=
435-60-15	POSTAGE	550	600	600	=
435-60-17	GASOLINE & OIL	2,000	2,000	1,000	=
435-60-18	UNIFORMS	250	250	0	=
435-60-19	RADIO	2,000	2,000	2,000	=
435-60-21	NATURAL GAS	30,000	30,000	15,000	=
435-60-22	ELECTRIC	42,000	45,000	55,000	=
435-60-23	WATER	4,700	4,700	4,700	=
435-60-90	COMPUTERS	2,000	0	0	=
435-69-20	OFFICE EQUIPMENT	2,500	0	0	=
	<b>PUBLIC WORKS EXPENSES</b>	<b>335,860</b>	<b>328,320</b>	<b>315,135</b>	<b>=</b>

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2016-2017  
 EXPENDITURES

PUBLIC WORKS : O&M PAGE 28

ACCOUNT CODE	DESCRIPTION	BUDGET FY 14-15	BUDGET FY 15-16	BUDGET FY 16-17	=
222-6120	<b>PW COST ALLOCATION</b>				=
	<b>EMPLOYEE BENEFITS</b>				=
435-20-10	MEDICAL	35,680	20,270	29,280	=
435-20-20	SOCIAL SECURITY	10,310	9,205	10,720	=
435-20-30	RETIREMENT	14,365	10,035	12,845	=
435-20-50	UNEMPLOYMENT COMPENSATION	1,150	970	895	=
435-20-60	WORKMEN'S COMPENSATION	850	685	855	=
435-20-70	GROUP LIFE INSURANCE	1,495	1,310	1,565	=
	<b>TOTAL EMPLOYEE BENEFITS</b>	<b>63,850</b>	<b>42,475</b>	<b>56,160</b>	<b>=</b>
	<b>PUBLIC WORKS CAPITAL</b>				<b>=</b>
435-70-20	CAPITAL-BUILDING	0	0	23,235	=
435-70-40	CAPITAL-EQUIPMENT	6,000	0	0	=
	<b>TOTAL PUBLIC WORKS COST</b>	<b>405,710</b>	<b>370,795</b>	<b>394,530</b>	<b>=</b>
331-10-10	INTERSERVICE-GARAGE	(\$49,310)	(52,060)	(55,240)	=
331-10-20	INTERSERVICE-WATER	(\$62,650)	(63,215)	(67,070)	=
331-10-30	INTERSERVICE-SEWER	(\$62,650)	(63,215)	(67,070)	=
331-10-40	INTERSERVICE-SOLID WASTE	(\$51,740)	(52,060)	(55,240)	=
331-10-50	INTERSERVICE-ELECTRIC	(\$88,940)	(88,185)	(94,670)	=
331-10-60	INTERSERVICE-STREETS	(\$51,740)	(52,060)	(55,240)	=
331-10-94	INTERSERVICE-BILLING	(\$38,680)	0	0	=
	<b>TOTAL INTERSERVICE BILLINGS</b>	<b>(405,710)</b>	<b>(370,795)</b>	<b>(394,530)</b>	<b>=</b>
	<b>NET PUBLIC WORKS COST</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>=</b>

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2016-2017  
 EXPENDITURES

GARAGE FUND PAGE 29

ACCOUNT CODE	DESCRIPTION	BUDGET FY 14-15	BUDGET FY 15-16	BUDGET FY 16-17
221-6010	<b>GARAGE-INTERSERVICE FUND</b>			
434-10-10	SALARIES & WAGES	53,140	54,255	54,955
434-10-11	SALARIES & WAGES-VACATION SELLBACK	1,020	1,040	1,055
434-10-30	SALARIES & WAGES-OVERTIME	1,000	1,000	1,000
434-30-10	CONTRACT SERVICES	500	500	500
434-30-30	AUDITING	2,000	2,000	2,000
434-40-29	MAINT. & REPAIR-GARAGE LABOR	2,000	1,000	1,000
434-40-30	MAINT. & REPAIR-VEHICLES	1,000	1,000	1,000
434-40-31	MAINT. & REPAIR-BUILDING	1,000	1,000	1,000
434-40-34	FACILITY MAINT. & REPAIR - GAS TANKS	0	4,000	4,000
434-50-20	INSURANCE	3,535	1,370	3,745
434-50-30	TELEPHONE	200	200	150
434-50-31	CELLPHONE	420	450	300
434-60-10	MATERIALS & SUPPLIES	2,000	2,000	2,000
434-60-17	GASOLINE & OIL	2,000	2,000	1,200
434-60-18	UNIFORMS & EQUIPMENT	2,000	2,000	2,000
434-60-60	GARAGE EXPENSE	4,000	4,000	4,000
434-90-80	TRANSFER TO PUBLIC WORKS	49,310	52,060	55,240
434-70-42	CAPITAL-VEHICLE	<u>40,000</u>	<u>0</u>	<u>0</u>
	<b>TOTAL GARAGE ADMIN EXPENSE</b>	165,125	129,875	135,145
	<b>EMPLOYEE BENEFITS</b>			
434-20-10	MEDICAL	13,790	16,250	17,445
434-20-20	SOCIAL SECURITY	4,340	4,420	4,465
434-20-30	RETIREMENT	6,690	6,670	7,070
434-20-50	UNEMPLOYMENT COMPENSATION	490	420	380
434-20-60	WORKMEN'S COMPENSATION	2,990	2,685	2,830
434-20-70	GROUP LIFE INSURANCE	<u>625</u>	<u>640</u>	<u>650</u>
	<b>TOTAL EMPLOYEE BENEFITS</b>	28,925	31,085	32,840
	<b>TOTAL GARAGE BUDGET</b>	194,050	160,960	167,985
331-10-10	<b>(LESS INTERSERVICE BILLINGS)</b>	<u>(\$194,050)</u>	<u>(160,960)</u>	<u>(167,985)</u>

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2016-2017  
 EXPENDITURES

ACCOUNT CODE	DESCRIPTION	BUDGET FY 14-15	BUDGET FY 15-16	BUDGET FY 16-17
<b>BILLING INTERSERVICE FUND</b>				
224-1410	<b>ADMINISTRATION</b>			
416-10-10	SALARIES & WAGES	342,690	343,325	330,935
416-10-11	SALARIES & WAGES-VACATION SELLBACK	0	1,095	1,890
416-10-30	SALARIES & WAGES-OVERTIME	6,000	6,000	6,000
416-10-50	SALARIES & WAGES-ON CALL	3,500	3,500	3,500
416-30-10	CONTRACT SERVICES	3,150	20,000	20,000
416-30-12	CONTRACT SERVICES-PINNACLE	44,000	43,000	46,000
416-30-20	LEGAL-COLLECTION LAWYER	4,000	6,000	6,000
416-30-30	AUDITING SERVICE	2,000	2,000	2,000
416-30-60	COLLECTION EXPENSE	4,000	4,000	4,000
416-40-29	MAINT.&REPAIR-VEHICLE LABOR	1,500	3,000	3,000
416-40-30	MAINT.&REPAIR-VEHICLES	1,000	1,000	1,000
416-40-31	BUILDING MAINTENANCE	46,080	0	4,530
416-50-20	INSURANCE	4,955	2,920	4,000
416-50-30	TELEPHONE	1,500	3,000	3,000
416-50-31	CELLPHONE	600	1,000	1,000
416-50-61	PITNEY BOWES EQUIPMENT	6,500	6,500	6,500
416-50-90	TRAINING	5,000	5,000	5,000
416-60-10	MATERIALS & SUPPLIES	13,000	13,000	13,000
416-60-11	GENERAL EXPENSE	1,000	1,000	1,000
416-60-12	COMPUTER	10,000	10,000	10,000
416-60-13	COPIER	6,000	6,000	6,000
416-60-15	POSTAGE	17,000	14,000	14,000
416-60-16	BILLING RATE-CONSULTANT	5,000	3,500	0
416-60-17	GAS & OIL	5,000	5,000	3,000
416-60-22	ELECTRIC	8,000	12,000	12,000
416-60-23	WATER	500	500	500
416-69-29	BANK CHARGES-SERVICE CHARGES	0	0	6,000
416-69-30	BANK CHARGES-CREDIT CARD FEES	40,000	46,000	54,000
	<b>TOTAL ADMIN. GEN. EXPENSE</b>	<b>581,975</b>	<b>562,340</b>	<b>567,855</b>

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2016-2017  
 EXPENDITURES

ACCOUNT CODE	DESCRIPTION	BUDGET FY 14-15	BUDGET FY 15-16	BUDGET FY 16-17	=
224-1410	<b>BILLING INTERSERVICE FUND</b>				=
	<b>EMPLOYEE BENEFITS</b>				=
416-20-10	MEDICAL	92,940	109,985	117,070	=
416-20-20	SOCIAL SECURITY	26,770	26,865	25,325	=
416-20-30	RETIREMENT	38,975	38,665	37,595	=
416-20-50	UNEMPLOYMENT COMPENSATION	3,925	3,330	3,035	=
416-20-60	WORKMAN'S COMPENSATION	3,365	2,890	2,975	=
416-20-70	GROUP LIFE INSURANCE	4,045	4,010	3,905	=
	<b>TOTAL EMPLOYEE BENEFITS</b>	170,020	185,745	189,905	=
	<b>TOTAL BILLING - O &amp; M</b>	751,995	748,085	757,760	=
416-70-40	CAPITAL-EQUIPMENT	0	20,000	0	=
	<b>TOTAL BILLING EXPENSES</b>	751,995	768,085	757,760	=
	<b>LESS INTERSERVICE BILLING</b>				=
331-10-20	INTERSERVICE-WATER	(112,800)	(115,275)	(113,665)	=
331-10-30	INTERSERVICE-SEWER	(112,800)	(115,275)	(113,665)	=
331-10-40	INTERSERVICE-SOLID WASTE	(112,800)	(115,275)	(113,665)	=
331-10-50	INTERSERVICE-ELECTRIC	(413,595)	(422,260)	(416,765)	=
	<b>LESS TOTAL INTERSERVICE BILLING</b>	<b>(751,995)</b>	<b>(768,085)</b>	<b>(757,760)</b>	=
		0	0	0	=

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2016-2017  
 IMPACT FEE FUNDS

ACCOUNT CODE	DESCRIPTION	BUDGET FY15-16	BUDGET FY16-17	=
128-0000	<b>WATER IMPACT FEE</b>			=
	BALANCE PRIOR YEAR	1,285,494	1,470,494	=
355-30-10	IMPACT FEE REVENUE	185,000	185,000	=
	<b>BALANCE</b>	<b>1,470,494</b>	<b>1,655,494</b>	<b>=</b>
129-0000	<b>SEWER IMPACT FEE</b>			=
	BALANCE PRIOR YEAR	856,401	953,954	=
355-30-10	IMPACT FEE REVENUE	97,553	97,000	=
	<b>BALANCE</b>	<b>953,954</b>	<b>1,050,954</b>	<b>=</b>
132-0000	<b>ELECTRIC IMPACT FEE</b>			=
	BALANCE PRIOR YEAR	364,515	428,715	=
355-30-10	IMPACT FEE REVENUE	64,200	64,000	=
	<b>BALANCE</b>	<b>428,715</b>	<b>492,715</b>	<b>=</b>

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2016-2017  
 WATER RESERVES

ACCOUNT CODE	DESCRIPTION	BUDGET FY15-16	BUDGET FY16-17	=
212-0000	<b>WATER CAPITAL RESERVES</b>			=
	BALANCE PRIOR YEAR	5,759,383	6,039,536	=
361-20-10	INTEREST-CD PURCHASE FEE	1,152	5,000	=
395-10-20	DEPOSIT-FUND BALANCE	1,500,000	0	=
395-10-20	BUDGETED XFER. TO RESERVES	0.00	\$317,730	=
432-95-00	FY 16 BUDGETED CAPITAL	(266,430)		=
	FY 16 CAPITAL APPROVED PROJECTS:	(150,000)		=
	FY 15 CAPITAL BUDGET	(222,000)		=
	FY 14 CAPITAL BUDGET	(319,790)		=
	FY 14 CAPITAL APPROVED PROJECTS:	(167,045)		=
	SE FRONT STREET	0		=
	WASHINGTON ST. TANK IMPR.	(2,678)		=
	REDNERS WELL	(77,846)		=
	SHELVING AND WATER PIT	(10,210)		=
	MODEL SIMULATION	(5,000)		=
	AIRPORT ROAD		(375,000)	=
	VALVE & SCADA PROJECT		(2,000,000)	=
	<b>BALANCE AVAILABLE</b>	<b>6,039,536</b>	<b>3,987,266</b>	<b>=</b>

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2016-2017  
 GENERAL FUND RESERVES

ACCOUNT CODE	DESCRIPTION	BUDGET FY15-16	BUDGET FY16-17
140-0000	<b>GENERAL FUND CAPITAL RESERVES</b>		
	BALANCE PRIOR YEAR	1,021,536	1,886,618
361-20-10	INTEREST	1,575	0
392-20-10	SALE OF BUSINESS PARK LAND	40,655	0
395-10-10	DEPOSIT-FUND BALANCE	1,000,000	0
	<b>FY16</b>		
413-70-44	CEMETARY ROAD	0	(57,000)
413-70-44	POLICE CAD SYSTEM	(27,329)	(22,671)
413-70-44	CARPENTERS PIT ROAD	(1,813)	0
413-70-44	PARKS-GOAT ISLAND EDUC. PAVILLION	(14,130)	(35,870)
413-70-44	PARKS-GOAT ISLAND OVERLOOKS	0	(30,000)
413-70-44	PARKS-RIVERWALK DECKING	0	(50,000)
413-70-44	GOAT ISLAND CAUSEWAY REMOVAL	0	(50,000)
413-70-44	POLICE UNION CONTRACT	(6,680)	(113,320)
413-70-44	FIRE SIREN	(7,451)	0
413-70-44	STREETS-DUMP TRUCK	(114,996)	0
413-70-44	COUNCIL EXPENSE	(2,750)	0
413-70-44	EMPLOYEE RECOGNITION	(2,000)	0
	<b>FY17</b>		
413-70-44	STREETS-BRIDGEHAM AND LINDSTONE LANE	0	(66,000)
413-70-44	STREET SWEEPER-1/2 FY17 + 1/2 FY18	0	(145,000)
413-70-44	POLICE STUDY-OPERATIONS & FACILITY	0	(95,000)
413-70-44	PARKS-RIVERWALK DECKING	0	(50,000)
413-70-44	PARKS-FLOATING KAYAK DOCK	0	(30,000)
413-70-44	PARKS-RIVERWALK DECKING	0	(25,000)
	<b>BALANCE</b>	<b>1,886,618</b>	<b>1,116,757</b>

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2016-2017  
 MUNICIPAL STREET AID

ACCOUNT CODE	DESCRIPTION	BUDGET FY15-16	BUDGET FY16-17	=
123-0000	<b>MUNICIPAL STREET AID</b>			=
	BALANCE OF STREET FUNDS	998,354	1,227,154	=
	BALANCE OF BRIDGE FUNDS	78,673	78,673	=
361-10-00	INTEREST	1,652	1,500	=
335-30-10	MUNICIPAL STREET AID GRANT	227,148	227,148	=
	<b>BALANCE AVAILABLE</b>	1,305,827	1,534,475	=
	<b>STREET EXPENDITURES</b>			=
431-70-45	2015 STREET IMPROVEMENTS	0	0	=
431-70-45	SE FRONT STREET-STORM DRAIN	0	0	=
431-70-45	MAPLE AVENUE PROJECT	0	0	=
431-70-45	2016 STREET IMPROVEMENTS	0	(150,000)	=
431-70-45	AIRPORT ROAD	0	(1,300,000)	=
	<b>TOTAL STREET EXPENDITURES</b>	0	(1,450,000)	=
	<b>BALANCE</b>	1,305,827	84,475	=

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2016-2017  
 GENERAL IMPROVEMENT FUND

ACCOUNT CODE	DESCRIPTION	BUDGET FY15-16	BUDGET FY16-17	=
122-0000	<b>GENERAL IMPROVEMENT FUND</b>			=
	BALANCE PRIOR YEAR	447,818	418,163	=
361-10-00	INTEREST	600	600	=
335-20-10	STATE FUNDS-RECEIVABLE	0	35,000	=
335-20-10	STATE CTF FUNDS-RECEIVED	0	121,763	=
			0	=
			0	=
			0	=
			0	=
	<b>BALANCE AVAILABLE</b>	448,418	575,526	=
	<b>STREET EXPENDITURES</b>			=
431-70-80	NE FRONT ST-UTILITY RELOCATION	(13,635)	(5,100)	=
431-70-82	RBDG GRANT	(7,500)	0	=
431-70-82	GREENWAYS #22-GOAT ISLAND		0	=
431-70-82	CTF-GOAT ISLAND	(150)	0	=
431-70-82	CTF-CEMETARY ROAD		(10,000)	=
431-70-82	CTF-TRUITT AVENUE	(8,970)	(66,927)	=
431-70-82	CTF-AIRPORT ROAD	0	(35,866)	=
				=
	<b>TOTAL STREET EXPENDITURES</b>	(30,255)	(117,893)	=
				=
	<b>BALANCE</b>	418,163	457,633	=
127-0000				=
355-20-10	<b>SIDEWALK FUNDS</b>	11,998	11,998	=

**CITY OF MILFORD  
 BUDGET FISCAL YEAR 2016-2017  
 SEWER RESERVES**

ACCOUNT CODE	DESCRIPTION	BUDGET FY15-16	BUDGET FY16-17	=
213-0000	<b>SEWER CAPITAL RESERVES</b>			=
	BALANCE PRIOR YEAR	3,184,380	3,666,183	=
361-20-10	INTEREST-CD PROGRAM FEE	968	2,500	=
432-90-10	DEPOSIT-FUND BALANCE	500,000	0	=
432-90-10	BUDGETED XFER TO RESERVES	54,130	289,725	=
	<b>TOTAL FUNDS AVAILABLE</b>	<b>3,739,478</b>	<b>3,958,408</b>	=
	<b>EXPENDITURES</b>			=
	CAPITAL BUDGET FY15	0	(245,000)	=
	CAPITAL BUDGET FY14	0	(87,277)	=
	COUNCIL APPROVED FY14		(125,526)	=
	FISHER AVENUE(USDA PROJECT)	(60,355)	(339,645)	=
	SHAWNEE ACRES PUMP STATION	(12,940)	(301,500)	=
	AIRPORT ROAD	0	(375,000)	=
	<b>TOTAL EXPENDITURES</b>	<b>(73,295)</b>	<b>(1,473,948)</b>	=
	<b>BALANCE AVAILABLE</b>	<b>3,666,183</b>	<b>2,484,460</b>	=
	<b>FIVE YEAR CAPITAL PLAN</b>			=
	FY17-SHAWNEE ACRES PUMP STATIC		(1,250,000)	=
	FY18-2ND STREET PUMP STATION		(450,000)	=

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2016-2017  
 ELECTRIC RESERVES

ACCOUNT CODE	DESCRIPTION	BUDGET FY15-16	BUDGET FY16-17	=
215-0000	<b>ELECTRIC CAPITAL RESERVES</b>			=
	BALANCE PRIOR YEAR	4,328,453	6,736,186	=
361-20-10	INTEREST-CD PROGRAM FEE	1,280	5,000	=
395-10-50	DEPOSIT-FUND BALANCE	2,500,000	0	=
	<b>FUNDS AVAILABLE</b>	<b>6,829,733</b>	<b>6,741,186</b>	=
	<b>EXPENDITURES</b>			=
	BALANCE OF SUBSTATION CAPITAL IN FY 14 BUDGET	(76,985)	(377,471)	=
	CAPITAL IN FY 15 BUDGET	0	(120,000)	=
	BUDGETED FY 16 CAPITAL	0	(147,210)	=
	McCRONE ENGINEERING	(16,562)	(2,168)	=
	AIRPOR ROAD	0	(375,000)	=
	<b>TOTAL EXPENDITURES</b>	<b>(93,547)</b>	<b>(1,295,164)</b>	=
	<b>BALANCE AVAILABLE</b>	<b>6,736,186</b>	<b>5,446,022</b>	=
	FY17 SMARTMETER PROJECT		(1,600,000)	=

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2016-2017  
 REAL ESTATE TRANSFER TAX FUND

ACCOUNT CODE	DESCRIPTION	BUDGET FY15-16	BUDGET FY16-17
124-0000	REAL ESTATE TRANSFER TAX		
	BALANCE PRIOR YEAR	1,639,756	1,640,449
361-10-00	INTEREST	2,456	2,200
319-30-10	R/E TRANSFER TAX REVENUE	573,237	450,000
480-71-99	TRANSFER TO POLICE DEPT. BUDGET	(575,000)	(500,000)
	<b>BALANCE</b>	<b>1,640,449</b>	<b>1,592,649</b>

CITY OF MILFORD  
 BUDGET FISCAL YEAR 2016-2017  
 ECONOMIC DEVELOPMENT FUND

ACCOUNT CODE	DESCRIPTION	BUDGET FY15-16	BUDGET FY16-17
101-0000	<b>ECONOMIC DEVELOPMENT FUND</b>		
	BALANCE PRIOR YEAR	1,016,231	798,138
392-10-15	SALE OF LAND-MARSHALL STREET	500	54,500
392-20-10	SALE OF BUSINESS PARK LAND	4,990	0
413-70-44	DMI	(40,000)	(40,000)
413-70-44	CARPENTERS PIT ROAD	(1,813)	0
413-70-44	PLANNER/ECONOMIC DEVELOPER-FY15	(17,016)	0
413-70-44	PLANNER/ECONOMIC DEVELOPER-FY16	(110,190)	0
413-70-44	PLANNER/ECONOMIC DEVELOPER-FY17	0	(116,255)
413-70-44	M & T APPRAISAL + DBF	(6,950)	0
413-70-44	DOWNTOWN-DEDO MASTER PLAN MEALS	(2,365)	0
413-70-44	USDA RURAL ECONOMIC DEV. PLAN	0	(60,000)
413-70-44	AQUARIUM PROJECT	(23,000)	0
413-70-44	DOWNTOWN-DEDO MASTER PLAN	(3,250)	0
413-70-44	DOWNTOWN PLAN IMPLEMENTATION	(19,000)	(1,000)
413-70-44	COMPREHENSIVE PLAN ASSISTANCE	0	(30,000)
413-70-44	ECONOMIC DEVELOPMENT EXPENSES	0	(15,000)
	<b>BALANCE</b>	<b>798,138</b>	<b>590,383</b>

# City of Milford



## RESOLUTION 2016-09

### ADOPTING THE CITY OF MILFORD *FISCAL YEAR 2016-2017 BUDGET & CAPITAL PROGRAM*

WHEREAS, the operating and capital budgets of the City of Milford for the Fiscal Year 2016-2017 were prepared and submitted to the City Council by the City Manager in accordance with Article VI 'Financial Procedures' of the City Charter; and

WHEREAS, the City Council was presented with the proposed budget following a comprehensive study and review by the Finance Committee while meeting in public sessions on June 7, 2016 and June 8, 2016; and

WHEREAS, in the opinion of the City Council, the budget accurately, as possible, reflects the city's anticipated revenues and expenditures for the fiscal year beginning July 1, 2016 and ending June 30, 2017.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MILFORD, that the City of Milford's Operating Budget for Departments shown under General Fund as Administration, Planning and Zoning, Code Enforcement and Inspections, Finance, Information Technology, Police, Streets, Parks and Recreation and Council; and the Water, Sewer, Sanitation and Electric Departments was adopted and approved as the budget of the City of Milford for Fiscal Year 2016-2017 in the following amounts:

Operations and Maintenance - \$38,630,705  
Debt Service - \$1,877,135  
Capital Program - \$2,030,685  
Total Expenditures - \$42,538,525

A copy of said budget, is on file in the Office of the City Clerk, as was adopted by majority vote of Milford City Council on the 13<sup>th</sup> day of June 2016.



APPROVED:

Mayor Bryan W. Shupe

ATTEST:

City Clerk Teresa K. Hudson

**CITY OF MILFORD  
FUND BALANCES REPORT**

Date: April 2016

Cash Balance - General Fund Bank Balance	\$2,539,436
Cash Balance - Electric Fund Bank Balance	\$3,051,320
Cash Balance - Water Fund Bank Balance	\$776,775
Cash Balance - Sewer Fund Bank Balance	\$1,152,835
Cash Balance - Trash Fund Bank Balance	\$268,226

	General <u>Improvement</u>	Municipal <u>Street Aid</u>	Real Estate <u>Transfer Tax</u>	Solid Waste <u>Reserves</u>
Beginning Cash Balance	422,703	1,248,681	1,660,031	0
Deposits		56,787		
Interest Earned this Month	38	119	147	
Disbursements this Month	(4,660)		(48,333)	
Investments				250,000
Ending Cash Balance	\$418,081	\$1,305,587	\$1,611,845	\$250,000

	GF Capital <u>Reserves</u>	Water Capital <u>Reserves</u>	Sewer Capital <u>Reserves</u>	Electric <u>Reserves</u>
Beginning Cash Balance	1,782,027	7,164,738	3,464,262	6,738,102
Deposits				
Interest Earned this Month	176	705	356	663
Disbursements this Month	(224)	(899)	(25,721)	(846)
Investments	250,000			
Ending Cash Balance	\$2,031,979	\$7,164,544	\$3,438,897	\$6,737,919

	Water <u>Impact Fee</u>	Sewer <u>Impact Fee</u>	Electric <u>Impact Fee</u>	Economic Development <u>Fund</u>
Beginning Cash Balance	\$1,436,085	935,748	419,115	899,933
Deposits	11,767	6,216	3,600	
Interest Earned this Month				
Disbursements this Month				(\$13,220)
Investments				
Ending Cash Balance	\$1,447,852	\$941,964	\$422,715	\$886,713

INTEREST THROUGH THE TENTH MONTH OF THE FISCAL YEAR:

General Fund	9,323	Water Fund	2,134
GF Capital Reserves	1,549	Water Capital Reserves	5,631
Municipal Street Aid	1,412	Sewer Fund	1,385
Real Estate Transfer Tax	1,956	Sewer Capital Reserves	2,897
Electric Fund	4,743	Trash Fund	5,644
Electric Reserves	4,803		

TOTAL INTEREST EARNED TO DATE \$41,477

**REVENUE REPORT**

**Page Two**

83% of Year Expended

Date: April 2016	AMOUNT BUDGETED	MTD	YTD	YTD%
ACCOUNT				
Economic Development Fund	182,755	0	121,288	66.37%
General Fund Reserves	302,000	95,948	128,599	42.58%
Realty Transfer Tax-Police	575,000	48,333	478,333	83.19%
Real Estate Tax	3,731,000	2,102	3,759,823	100.77%
Business License	35,000	1,600	34,325	98.07%
Rental License	85,000	550	85,950	101.12%
Building Permits	60,000	4,947	76,183	126.97%
Planning & Zoning	15,000	594	18,955	126.37%
Grasscutting Revenue	16,000	2,000	10,000	62.50%
Police Revenues	437,000	11,165	346,291	79.24%
Misc. Revenues	268,000	4,333	202,528	75.57%
Transfers From	3,215,480	267,956	2,679,566	83.33%
<b>Total General Fund Revenues</b>	<b>\$8,922,235</b>	<b>\$439,528</b>	<b>\$7,941,841</b>	<b>89.01%</b>
Water Revenues	2,901,930	217,598	2,337,969	80.57%
Sewer Revenues	2,306,500	189,667	2,150,147	93.22%
Kent County Sewer	1,700,000	130,932	1,532,578	90.15%
Solid Waste Revenues	1,113,855	91,465	912,107	81.89%
Electric Revenues	26,085,126	1,727,657	21,138,163	81.04%
<b>TOTAL REVENUES</b>	<b>\$43,029,646</b>	<b>\$2,796,847</b>	<b>\$36,012,805</b>	<b>83.69%</b>
YTD Enterprise Expense		55,656		
YTD Enterprise Revenue		61,371		
LTD Carlisle Fire Company Building Permit Fund		125,331		

**EXPENDITURE REPORT**

**Page Three**

Date: April 2016

83% of Year Expended

ACCOUNT	AMOUNT BUDGETED	MTD	YTD	YTD%	UNEXPENDED BALANCE
<b>City Manager</b>					
Personnel	455,732	\$28,108	361,506	79.32%	94,226
O&M	169,928	\$2,638	142,717	83.99%	27,211
Capital	0	\$0	0		0
<b>Total City Manager</b>	<b>\$625,660</b>	<b>\$30,746</b>	<b>\$504,223</b>	<b>80.59%</b>	<b>121,437</b>
<b>Planning &amp; Zoning</b>					
Personnel	164,730	\$13,582	132,860	80.65%	31,870
O&M	40,130	\$2,879	34,425	85.78%	5,705
Capital	0	\$0	0		0
<b>Total P, C &amp; I</b>	<b>\$204,860</b>	<b>\$16,461</b>	<b>\$167,285</b>	<b>81.66%</b>	<b>37,575</b>
<b>Code Enforcement &amp; Inspections</b>					
Personnel	150,420	\$11,461	117,637	78.21%	32,783
O&M	67,940	\$2,547	34,155	50.27%	33,785
Capital	0	\$0	0		0
<b>Total P, C &amp; I</b>	<b>\$218,360</b>	<b>\$14,008</b>	<b>\$151,792</b>	<b>69.51%</b>	<b>66,568</b>
<b>Council</b>					
Personnel	31,225	\$2,045	24,143	77.32%	7,082
O&M	45,480	\$6,788	35,204	77.41%	10,276
Council Expense	19,365	\$29	19,161	98.95%	204
Contributions	211,000	\$0	211,000	100.00%	0
Codification	5,790	\$0	5,924	102.31%	(134)
Employee Recognition	11,495	\$0	11,492	99.97%	3
Insurance	24,365	\$0	20,088	82.45%	4,277
DEDO/Downtown Grant	23,250	\$0	3,250	13.98%	20,000
Economic Development	6,950	\$0	5,000	71.94%	1,950
Armory Expenses	18,215	\$49	6,101	33.49%	12,114
<b>Total Council</b>	<b>\$397,135</b>	<b>\$8,911</b>	<b>\$341,363</b>	<b>85.96%</b>	<b>55,772</b>
<b>Finance</b>					
Personnel	391,425	\$31,560	293,688	75.03%	97,737
O&M	58,855	\$2,949	46,595	79.17%	12,260
Capital	6,425	\$0	6,424	99.98%	1
<b>Total Finance</b>	<b>\$456,705</b>	<b>\$34,509</b>	<b>\$346,707</b>	<b>75.91%</b>	<b>109,998</b>
<b>Information Technology</b>					
Personnel	156,600	\$4,276	89,829	57.36%	66,771
O&M	175,480	\$7,871	156,967	89.45%	18,513
Capital	62,760	\$10,952	61,283	97.65%	1,477
<b>Total Information Technology</b>	<b>\$394,840</b>	<b>\$23,099</b>	<b>\$308,079</b>	<b>78.03%</b>	<b>86,761</b>

**EXPENDITURE REPORT**

**Page Four**

Date: April 2016

83% of Year Expended

ACCOUNT	AMOUNT BUDGETED	MTD	YTD	YTD%	UNEXPENDED BALANCE
<b>Police Department</b>					
Personnel	3,874,637	\$294,965	2,997,163	77.35%	877,474
O&M	519,868	\$46,830	454,052	87.34%	65,816
Capital	84,000	\$0	80,900	96.31%	3,100
<b>Total Police</b>	<b>\$4,478,505</b>	<b>\$341,795</b>	<b>\$3,532,115</b>	<b>78.87%</b>	<b>946,390</b>
<b>Streets &amp; Grounds Division</b>					
Personnel	470,530	\$29,548	322,065	68.45%	148,465
O&M	458,605	\$20,233	263,101	57.37%	195,504
Capital	120,000	\$0	114,996	95.83%	5,004
Debt Service	17,140	\$0	15,975	93.20%	1,165
<b>Total Streets &amp; Grounds</b>	<b>\$1,066,275</b>	<b>\$49,781</b>	<b>\$716,137</b>	<b>67.16%</b>	<b>350,138</b>
<b>Parks &amp; Recreation</b>					
Personnel	578,680	\$49,380	462,064	79.85%	116,616
O&M	259,923	\$8,929	178,751	68.77%	81,172
Capital	241,292	\$0	65,222	27.03%	176,070
<b>Total Parks &amp; Recreation</b>	<b>\$1,079,895</b>	<b>\$58,309</b>	<b>\$706,037</b>	<b>65.38%</b>	<b>373,858</b>
<b>Total General Fund</b>					
<b>Operating Budget</b>	<b>\$8,922,235</b>	<b>\$577,619</b>	<b>\$6,773,738</b>	<b>75.92%</b>	<b>2,148,497</b>

**EXPENDITURE REPORT**

Page Five

Date: April 2016

83% of Year Expended

ACCOUNT	AMOUNT BUDGETED	MTD	YTD	YTD%	UNEXPENDED BALANCE
<b>Water Division</b>					
Personnel	310,855	\$23,265	246,441	79.28%	64,414
O&M	1,029,160	\$55,168	727,963	70.73%	301,197
Capital	583,000	\$125	156,906	26.91%	426,094
Debt Service	978,915	\$0	785,230	80.21%	193,685
<b>Total Water</b>	<b>\$2,901,930</b>	<b>\$78,558</b>	<b>\$1,916,540</b>	<b>66.04%</b>	<b>985,390</b>
<b>Sewer Division</b>					
Personnel	310,855	\$23,264	246,421	79.27%	64,434
O&M	1,151,560	\$84,334	784,777	68.15%	366,783
Capital	286,630	\$2,487	51,329	17.91%	235,301
Debt Service	557,455	\$12,735	409,339	73.43%	148,116
<b>Sewer Sub Total</b>	<b>\$2,306,500</b>	<b>\$122,820</b>	<b>\$1,491,866</b>	<b>64.68%</b>	<b>814,634</b>
Kent County Sewer	1,700,000	\$130,932	1,532,847	90.17%	167,153
<b>Total Sewer</b>	<b>\$4,006,500</b>	<b>\$253,752</b>	<b>\$3,024,713</b>	<b>75.50%</b>	<b>981,787</b>
<b>Solid Waste Division</b>					
Personnel	390,810	\$29,966	307,127	78.59%	83,683
O&M	723,045	\$47,932	505,097	69.86%	217,948
Capital	0	\$0	0		0
<b>Total Solid Waste</b>	<b>\$1,113,855</b>	<b>\$77,898</b>	<b>\$812,224</b>	<b>72.92%</b>	<b>301,631</b>
<b>Total Water, Sewer Solid Waste</b>	<b>\$8,022,285</b>	<b>\$410,208</b>	<b>\$5,753,477</b>	<b>71.72%</b>	<b>2,268,808</b>
<b>Electric Division</b>					
Personnel	1,256,805	\$94,561	953,007	75.83%	303,798
O&M	1,723,726	\$109,917	1,264,338	73.35%	459,388
Transfer to General Fund	2,500,000	\$208,333	2,083,333	83.33%	416,667
Capital	635,000	\$97,915	111,870	17.62%	523,130
Debt Service	344,595	\$0	250,573	72.72%	94,022
<b>Electric Sub Total</b>	<b>\$6,460,126</b>	<b>\$510,726</b>	<b>\$4,663,121</b>	<b>72.18%</b>	<b>1,797,005</b>
Power Purchased	19,625,000	\$1,307,946	15,419,321	78.57%	4,205,679
<b>Total Electric</b>	<b>\$26,085,126</b>	<b>\$1,818,672</b>	<b>\$20,082,442</b>	<b>76.99%</b>	<b>6,002,684</b>
<b>TOTAL OPERATING BUDGET</b>	<b>\$43,029,646</b>	<b>\$2,806,499</b>	<b>\$32,609,657</b>	<b>75.78%</b>	<b>10,419,989</b>

**INTERSERVICE DEPARTMENTS REPORT**

Page Six

Date: April 2016

83% of Year Expended

ACCOUNT	AMOUNT BUDGETED	MTD	YTD	YTD%	UNEXPENDED BALANCE
<b>Garage</b>					
Personnel	87,380	6,641	69,448	79.48%	17,932
O&M	73,580	3,888	40,429	54.95%	33,151
Capital	0	0	0		0
<b>Total Garage Expense</b>	<b>\$160,960</b>	<b>10,529</b>	<b>\$109,877</b>	<b>68.26%</b>	<b>51,083</b>
<b>Public Works</b>					
Personnel	162,720	5,710	57,683	35.45%	105,037
O&M	208,075	11,945	119,055	57.22%	89,020
Capital	0	0	0		0
<b>Total Public Works Expense</b>	<b>\$370,795</b>	<b>17,655</b>	<b>\$176,738</b>	<b>47.66%</b>	<b>194,057</b>
<b>Billing &amp; Collections</b>					
Personnel	539,665	39,226	423,218	78.42%	116,447
O&M	208,420	17,945	163,623	78.51%	44,797
Capital	20,000	0	17,285	86.43%	2,715
<b>Total Billing &amp; Collections</b>	<b>\$768,085</b>	<b>57,171</b>	<b>\$604,126</b>	<b>78.65%</b>	<b>163,959</b>
<b>City Hall Cost Allocation</b>					
Personnel	0	0	0		0
O&M	57,630	5,356	38,962	67.61%	18,668
Capital	0	0	0		0
<b>Total City Hall Cost Allocation</b>	<b>\$57,630</b>	<b>5,356</b>	<b>\$38,962</b>	<b>67.61%</b>	<b>18,668</b>

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  
May 9, 2016

A Meeting of Milford City Council was held in the Joseph Ronnie Rogers Council Chambers at Milford City Hall on Monday, May 9, 2016.

PRESIDING: Mayor Bryan Shupe

IN ATTENDANCE: Councilpersons Garrett Grier III, Lisa Ingram Peel, James Burk, Owen Brooks, Jr., Douglas Morrow, James Starling Sr. and Katrina Wilson

City Manager Eric Norenberg, Police Chief Kenneth Brown and Deputy City Clerk/Christine Crouch

COUNSEL: City Solicitor David Rutt, Esquire

#### CALL TO ORDER

Mayor Shupe called the Council Meeting to order at 7:00 p.m.

#### INVOCATION AND PLEDGE

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

#### APPROVAL OF PREVIOUS MINUTES

Motion to approve the April 11, 19, 25, 26 and May 2, 2016 Committee and Council Meeting minutes made by Mr. Brooks, seconded by Mr. Morrow. Motion carried.

#### RECOGNITION

*Chief Kenneth Brown/Milford Police Department Dispatcher Rudy Hitchens & Officer John Horsman*

Chief Brown recognized Dispatcher Rudy Hitchens and Detective Sergeant John Horsman for outstanding conduct when they aided in the prevention of a prisoner committing suicide while in the custody of the Milford Police Department.

Certificates were then issued which stated as follows:

(Hitchens) "For outstanding dedication and service above and beyond the call of duty while responding to an unresponsive prisoner in the holding cell on March 31, 2016. Your keen observation and immediate response to an out-of-the-ordinary situation saved a life."

(Horsman) "For outstanding dedication and service above and beyond the call of duty while responding to an unresponsive prisoner in the holding cell on March 31, 2016. Your immediate action by cutting the ligature from around the prisoner's neck and rendering first aid saved a man's life."

*Introduction of Milford High School Students*

Councilman Burk introduced MHS Social Studies Teacher Veronica Evans and a group of tenth grade students who were in attendance to observe city council proceedings.

#### MONTHLY POLICE REPORT

Mr. Morrow presented the monthly report on behalf of Chief Brown. Mr. Burk moved to accept the April report, seconded by Ms. Peel. Motion carried.

CITY MANAGER REPORT

Mr. Norenberg referenced the manager’s report in the packet adding it is also on line so our residents are kept current. He then referenced the solid waste table which shows the amount of waste and recycling generated each month.

In March 2016, almost 33% of the city’s waste was diverted through recycling though the city manager pointed out there is a lot of room to improve on that number.

Mr. Burk noted there is a problem with the link so the report is unavailable for council view. A paper copy will be added to future packets to prevent further problems.

Ms. Wilson asked the status of the Truitt Avenue improvement project; Mr. Norenberg said he has not received a report from our street superintendent though he is aware they did start the curb and sidewalk work last week. He will email Ms. Wilson with an update on Tuesday.

Ms. Peel moved to accept the city manager’s report, seconded by Mr. Campbell. Motion carried.

COMMITTEE & WARD REPORTS

None.

COMMUNICATIONS & CORRESPONDENCE

None.

UNFINISHED BUSINESS

*City Council Committees*

Mayor Shupe handed out the newly assigned council committees adding that he has made a number of changes to allow members to share in the workload and provide fresh ideas and additional opportunities for leadership. He reported they moved several members from some long-standing committees and though this may not please everyone, the goal is to rotate council members in hopes everyone gets to use their experience and knowledge as they are assigned to new committees.

The 2016-2017 committee assignments are as follows:

COMMITTEE	CHAIR	MEMBERS			
Annexation	<b>Wilson</b>	Campbell	Morrow		
Community Affairs	<b>Peel</b>	Burk	Starling		
Economic Development	<b>Mergner</b>	Peel	Starling		
Finance	<b>Morrow</b>	Burk	Mergner		
Parks & Recreation	<b>Campbell</b>	Brooks	Wilson		
Police	<b>Burk</b>	Brooks	Wilson		
Public Works	<b>Brooks</b>	Morrow	Peel		
Charter Review (S)	<b>Shupe</b>	Burk	Mergner	Morrow	Starling

Mr. Brooks emphasized that anyone can attend these committees and participate even though they are not a member. Mayor Shupe said other councilpersons can attend though they are unable to vote in any matters before the committee.

Mayor Shupe asked for a motion to approve; Ms. Wilson commented that she would have loved to have been appointed chair of the police committee considering she has served on that committee for several years under the former chair and considering her experience as a result of her twenty plus years on council but was never given that opportunity. The mayor recalled that last week, they asked council to send them the committees they wanted to be considered for and some council members did not respond.

Ms. Wilson confirmed that the membership of other subcommittees, such as the cemetery committee, has not changed. Mayor Shupe stated that is correct reiterating the intent is to make some changes and provide some new opportunities and potentially get some things moving.

Mr. Starling moved to approve the new committees as assigned, seconded by Mr. Burk. Motion carried with no one opposed.

*Appointment/Workforce Development Commissioner*  
*Appointment/City of Milford Planning Commissioner*  
*Appointment/City of Milford Appeal Board*

Mayor Shupe reported that currently they have created an on-line application for city commissions/boards. He directed council to inform any interested party to access the city website and apply. This will provide a pool of applicants which can be used as future vacancies occur.

The mayor plans to meet with the applicants and he, along with the city manager and planning coordinator will review them before a decision is made. The goal is to make the appointments at the May 23<sup>rd</sup> council meeting.

*Application Presentation/Downtown Development District*

Mayor Shupe recalled that the Downtown Development District (DDD) designation was awarded to Wilmington, Dover and Seaford last year. That designation allows investors to qualify for state grants of up to 20% of their construction costs. He noted that Milford is in the process of applying for this designation again this year with high hopes of being more successful this second time.

Planning Coordinator Pierce gave a quick overview stating that The Downtown Development Districts Act of 2014 (the Act) was enacted by the General Assembly in order to:

- Spur private capital investment in commercial business districts and other neighborhoods;
- Stimulate job growth and improve the commercial vitality of such districts and neighborhoods;
- Help build a stable community of long term residents by improving housing opportunities; and
- Assist municipalities in strengthening neighborhoods while harnessing the attraction that vibrant downtowns hold for talented people, innovative small businesses and residents from all walks of life.

Mr. Pierce said there are a host of other benefits previously discussed by council; Mayor Shupe said that qualified projects could receive up to 20% of their construction costs in grant money.

The planner noted this is the first time the application has been submitted to city council adding that the draft is on line with the goal of linking it to the website so it is available for public comment over the next two weeks.

A resolution supporting the application will be on the May 23<sup>rd</sup> agenda and minor adjustments can be made at that time. The final application is due to the state by June 1<sup>st</sup>.

The Act identifies three components of the application for designation as a district.

Mr. Pierce reviewed the application and stated as follows:

We must describe the need for the economic incentives that will be available in designated district. The need must be documented through the use of relevant data and other methods. The conditions of the local economy, income, poverty, homeownership rates, prevalence of vacant or abandoned buildings and other metrics may be used to make the case the proposed district is in need of the incentives.

The applicant must also describe the potential positive impacts that are likely to accrue due to designation as a district.

The Need and Impact section will account for 50% of the consideration given to the scoring of each application.

We must also present a District Plan that will be used to guide development activities and revitalization efforts in the District. The District Plan is a detailed description of the overall strategy for the development of a proposed district. The quality of the District Plan will account for 30% of the consideration given to the overall scoring of each application.

We will also have to create a package of local development incentives that will apply within the proposed district. These incentives may include, but are not limited to, a reduction in fees or taxes, regulatory flexibility, permitting fees and licensing reform; special zoning districts or exemptions from local ordinances. These incentives may be already in use or proposed for implementation upon designation as a district.

Local Incentives account for 20% of the consideration given to the overall scoring.

Mr. Pierce reported the district is one-hundred seventy (170) acres in both Kent and Sussex counties and was based on population. It contains three of the wards and is adjacent to the downtown development area but not within it.

The district is made up of approximately one-third of the central business district. The remaining two-thirds are low and moderate density residential uses. It is comprised of a mixture of downtown commercial, professional offices, government facilities, public facilities, mixed use, single family detached and semi-detached dwellings, apartments converted from single family dwellings and multi-family housing complexes.

Reviewing the needs and impact requirement, the planning coordinator stated the district boundaries are based on high rates of poverty, crime and vacancy, lower home ownership rates and includes several buildings with code violations that are in need of repair or revitalization.

The district includes the majority of the Downtown Milford, Inc. (DMI) program boundary or approximately 75%.

The district area contains 3% of the city's total land area, approximately 9% of the city's individual properties and 14.8% of the city's population.

The city utilized 2010 Census data, 2010 to 2014 American Community Survey (ACS) data and city data sources to produce the analysis.

Mr. Pierce explained the census data provides more defined information related to homeownership and vacancy rates, along with population. This area has a higher than average vacancy rate of 14.6% when compared to the balance of the city.

The census tract data also indicates a higher than average poverty rate at 15.2% with lower median home value when compared to the rest of the city. He believes the census tract data for the median household income and home value are slightly higher than actual conditions and do not accurately reflect the characteristics within the district area.

Further information concluded that based on the 2010-2014 ACS 5-year estimates, 8.3% of the housing within census tract 425 (Kent County) and 33.8% of the housing within census tract 501.04 (Sussex County) were built prior to 1950. Like other census tract data, this percentage is skewed due to the overall size of the tracts compared to the district area. In order to provide a more accurate depiction of housing conditions, they will use the city analyzed assessment records and provide photographs of the properties within the district area as an attachment to the application.

Based on city assessment records, approximately 73% of all principal structures (commercial and residential) within the district area were constructed prior to 1950.

Over 50% of the residential options are single-family, while only 11.5% are multi-family complexes and 9.7% mixed use are typically preferred in the downtown area.

City records indicate there are 22 vacant structures, of which 4 have been condemned as unfit for human occupancy. Also,

there are 55 vacant lots containing 17 acres of unimproved land. Two more were just condemned and will be added to this exhibit for the application.

According to the 2010 census, 53.6% of the housing units within the affected census blocks are rental properties. This area contains approximately 10% of the city rental licensing records (171 issued rental licenses). However, they believe this number may be higher because not all properties have properly registered as rental properties.

Based on city records for 2013, 2014 and 2015, there were a total of 186 code violations within the district area which accounted for 25% of the total code violations for the entire city.

Increased poverty and blight have led to increased levels of crime. Over the past three years, approximately 19% of the criminal incidents within the city have occurred within the district area.

The district area is home to 14% of the city's population.

Mr. Pierce reported there is a potential for significant residential and commercial investments. A private investment in the form of a mixed use development package in the downtown area could spur further residential and commercial growth. Increasing the number of residents will help extend the life of the downtown and ensure greater economic stability.

The application could also provide rehabilitation of residential and commercial buildings and rehabilitation or demolition of vacant or condemned structures.

It will help increase homeownership rates and provide affordable housing for individuals through state and local incentives with the goal of creating a stronger sense of community with more long-term citizens.

It could diversify the housing stock by introducing varying housing options in the downtown area that will attract a wide range of residents. It could also help rehabilitate historical buildings through preservation tax credits.

Mr. Pierce then provided an overview of the Development/Redevelopment Strategy. In September 2015, over 250 citizens gathered in focus groups and public meetings to develop the Rivertown Rebirth Plan. That plan utilized market data, physical design and marketing to deliver a shared vision of downtown residential and commercial growth. This makes up the main portion of the redevelopment strategy.

In addition to the Rivertown Rebirth Plan, the district plan contains additional community goals and objectives including improving housing stock, reducing vacancy rates, promoting homeownership, establishing long-term residency and strengthening the sense of community.

The Rivertown Rebirth Plan targeted projects already in the works, include large and small-scale projects. It was broken out into three geographic areas—downtown east, downtown core and downtown west.

Some of the large-scale projects included in the application include a couple of mixed use development projects, reuse of several vacant buildings, development of the Riverwalk Village project, development of a destination river front restaurant, development of an amphitheater/festival space, construction of a second pedestrian bridge, incorporation of the historic Vinyard Shipyard into the community plan, facade improvements and targeted streetscape projects.

Small-scale projects include the creation of micro-retail clusters, additional events and programming, enhancements to Riverwalk Plaza, enhancements to Park Avenue, beautification of park space, additional tree plantings and the incorporation of eco-tourism/recreation along the river.

The city has targeted two key priority projects. The first is the Riverwalk Villas development (former Fisherhawke subdivision) located in the Downtown East area. Outlined in the Plan is a residential project that has already received preliminary site plan approval from the city's planning commission. This project includes the construction of four three-story, multi-family buildings totaling 48 units in an area primed for redevelopment. The surrounding residential areas are characterized by low homeownership rates, an aging housing stock and several vacant parcels.

Mr. Pierce explained the quality of this project could determine the redevelopment of the surrounding properties. The 20% rebate for this project could provide further enhancement of the area.

The second project is the River Place Mixed Use Development, outlined in the Rivertown Rebirth plan. It is located in the Downtown Core and targeted as a potential redevelopment site (former water treatment plant) on city-owned property. This area along with adjacent city property offers opportunities for a significant mixed use project along the river. The city has received interest from a developer to construct a mixed use residential/retail project, along with commercial and residential investments on adjacent lands totaling thirty million dollars (\$30,000,000) in private investment. A copy of the concept rendering will be included with the application.

The project would require formal approval from the city and possible revisions to the city code related to density and height restrictions. Current limitations are three stories and twelve units per acre and the rendering shows six stories. A new zoning category will be created to meet these and similar needs.

Other projects in the application include the site of the former M&T Bank building located at the corner of North Walnut and NW Front Streets vacated just over a year ago. Assisting the property owner find a suitable reuse has been a top priority for the city.

The former site of Warren Furniture Company, located at the intersection of South Walnut and Southwest Front Streets, is a vacant property at the southern end of "Main Street" that offers a prime location for commercial/mixed use infill. This property serves as a gateway to Southwest Front Street and will impact the redevelopment efforts of the Downtown West area.

In addition, the vacated fire house building located at the intersection of Church and Southwest Front Streets provides another opportunity for commercial or mixed use redevelopment. This three-story structure, adjacent to the river, is key to redevelopment and could serve as a prime location for office and residential mixed use.

The final section of the application relates to local incentives.

The city recently adopted a new Economic Development and Redevelopment Code to provide framework for the city to develop specific Economic Development Incentive Programs (SEDIP) for the designated area. A draft code amendment was prepared that outlines various incentive tools for the DDD.

Local incentives will include water, sewer and electric impact fee waivers and an eligible project that may qualify for a full waiver of impact fees. Other permit and fee waivers will also be offered.

An eligible project within the district area could qualify for a waiver of all city permit fees including building permit, water connection, electric connection, sewer inspection, water inspection, land use application review and outsourced professional service fees. If the city decides to implement business licensing, qualifying new businesses may receive a waiver of that license fee for three years.

For city-owned property, the land installment contract option will also be offered. Qualifying projects may apply to purchase city-owned property through an installment land contract at a price and terms/conditions determined by city council. Terms and conditions include the interest rate, financing period and repayment schedule. An agreement would be entered into between the city and the buyer with specific requirements. If those requirements are not met, the buyer would be responsible for full payment of the outstanding contract balance. Land installment contracts provide low-interest or no-interest financing on land, potentially reducing up-front expenses for developers and reducing the overall investment cost.

Qualifying properties may receive City of Milford property tax abatements for a period of up to ten years. For rehabilitation projects, if the owner improves the assessed value by more than 50% of the original value, the owner would receive a full tax abatement of city property taxes for up to ten years. A small percentage of improvements would receive a partial tax abatement based on the value for up to ten years. Assessments will be determined by the city tax assessor.

It was noted that the numbers can be discussed and changed as council deems appropriate.

Properties converted from rental units to owner-occupied first time home buyer housing may be eligible for a rebate of both the seller and buyer portion of the city's real estate transfer tax. These rebates are designed to incentivize homeownership on both the buyer and seller side of the transaction.

Streamlining the permitting and approval process is also a priority. Eligible projects will receive an expedited plan and permit review. Additionally, the city will provide staff support services and assistance with navigating federal, state and local agency reviews.

He noted that Downtown Milford, Inc. (DMI) prepared the first application with some assistance from the city. One incentive included in that application is an established revolving fund with approximately \$25,000 designated for low interest loans within the DMI boundary. Although the DMI boundary and the proposed district do not completely overlap, it is worth mentioning in the application. The interest rate is typically between 3 and 4% based on bank recommendations, current rates and the amount requested.

It was confirmed that any support letters received from developers are not binding; Solicitor Rutt explained if they are going to be expressing their support in a public forum, they must have a reasonable commitment.

Mr. Brooks confirmed that these projects will be bringing new jobs to the community. Mr. Norenberg explained there will be construction jobs as a result and a retailer on the first floor of the mixed use project will provide jobs.

Ms. Wilson expressed pleasure because the application is focusing on homeownership. Mayor Shupe pointed out that homeownership results in better property maintenance and less crime.

Mr. Norenberg then reiterated that the application can still be tweaked, particularly with the percentages or terms. They will need any input by next Wednesday in order for the application to be complete by the May 23<sup>rd</sup> council meeting.

It was noted that most of the incentives being discussed involve new revenues and not necessarily taking away those that are anticipated on an annual budget. One of the developers was interested in his project without the incentives though he will now become eligible because of the prospect of the DDD. We may see other developers move forward who may have been postponing a project because of this benefit.

Mr. Norenberg and Mr. Pierce will sit down with the finance director to come up with some projected numbers. He added that one of the benefits of having increased commercial and residential activity will be the increase to the surrounding property values. If the city waives some of the property taxes for a few years, whether it is a partial or full abatement, he believes the rising value of the other properties will at least partially make up for some of the lost revenue.

Mr. Brooks said we want them to build here and provide some big jobs for the residents of Milford.

Mr. Rutt emphasized that though an impact fee may be waived on a new project, it will still generate water, sewer and electric. The city manager agreed and stated that we already have existing water and sewer lines in place so we do not have to extend those services. The impact on the existing infrastructure will be much less than a new subdivision or major project on the edge of town would cause.

Ms. Wilson said this is particularly interesting because there has been very little focus on any development within the town. Instead, it was on the outskirts of Milford and she appreciates this concept.

Mr. Pierce also agreed and recalled that the state is encouraging more people live in the center of town where they are able to walk to areas with services.

They will talk with Mr. Portmann in an attempt to provide an evaluation of the financial impact. Mr. Norenberg again encouraged council to contact him with questions or ideas about the potential ordinance.

Mr. Pierce then continued with the review of the application.

He said they confirmed the district plan is consistent with the City of Milford's 2008 Comprehensive Plan and Strategies for State Policies and Spending Plan and Land Use Regulations. We also need to ensure the major commercial and residential components outlined in the Rivertown Rebirth Plan are consistent with the city's land use regulations. Some of the mixed use proposals will require density and height amendments to the zoning ordinance. Although mixed use is permitted under the C-2 zoning, the city is considering creating a new zoning designation specifically for mixed use development in the downtown area. This district would allow some flexibility related to bulk standards (including setbacks, parking, and building height) while providing higher densities for mixed use development.

The planning coordinator hopes to have that draft concept included in the application as well as other potential development sites.

The District Area includes portions of three separate historic districts--Shipyards District, North Milford Historic District, and Victorian Historic District as we want to ensure nothing is taken away from the city's heritage and character.

Energy Efficiency and Environmentally Sensitive Development was then discussed. Some of the key priority projects outlined in the plan are located within the 100-year floodplain. The city allows construction within the floodplain as long as the construction adheres to the conditions set forth in Chapter 130 of the city code. In addition to the floodplain ordinance, any new development or redevelopment must adhere to the city wetland and riparian buffer standards of the zoning code.

The city is working with DMI, Chamber of Commerce for Greater Milford, Milford Housing Development Corporation, Bayhealth and First State Community Action Agency to develop partnerships. Each has committed to providing a letter of support to include with the application.

The city's role as the local government, will be to coordinate efforts between the local organizations, existing merchants, residents and potential investors as well as provide resources to assist the existing and potential investors.

The city is required to track progress of implementation and develop indicators to measure the district plan's performance and monitor the program success in a holistic manner to ensure the overall goals are being achieved.

Mr. Pierce pointed out that the local incentives and zoning amendment will allow for potential increased height and density and must be finalized on the application.

The last requirement is the public comment and council approval.

He recalled back in September 2015, the city hired Arnett Muldrow & Associates to develop a master plan of the downtown area. The consultant and city officials engaged over 250 citizens in focus groups and public meetings and developed the Rivertown Rebirth Plan.

In January 2016, the Rivertown Rebirth Plan was presented to city council and adopted as the city's downtown development strategy. City council appointed members to the Rivertown Rebirth Committee who met on February 8, 2016 with downtown property owners to initiate the implementation phase of the plan.

The city Economic Development Committee had a public meeting in early April 2016 to discuss the local incentive portion of the application. The Committee recommendations were compiled by staff and included in the application proposed amendments to the city code.

On May 23<sup>rd</sup>, a resolution supporting the application for designation will need to be adopted.

Mr. Pierce encouraged council to view the actual 261-page draft application which is included in the packet and goes into much more detail than what was presented this evening.

NEW BUSINESS

*Introduction/Ordinance 2016-03/Code of the City of Milford Part II-General Legislation  
Chapter 230-Zoning Article I-General Provisions §230-4-Definitions and Word Usage*

Planning Coordinator Pierce explained this ordinance provides a slight clarification of the PUD in the city zoning code. Currently the code could be interpreted that all PUDs require commercial uses which conflicts with the PUD conditional use criterion which states that up to 25% of the total acreage may be available for commercial.

As a result, the definition was amended making commercial option in a PUD which Mr. Pierce believes was the original intent.

Mayor Shupe introduced Ordinance 2016-03:

*ORDINANCE 2016-03  
CODE OF THE CITY OF MILFORD  
PART II-GENERAL LEGISLATION  
CHAPTER 230-ZONING  
ARTICLE I-GENERAL PROVISIONS  
§230-4 - DEFINITIONS AND WORD USAGE*

*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 use of buildings, structures and land for residence, trade, industry and other purposes; create districts for said purpose and establish a Board of Adjustment; and impose 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; and*

*WHEREAS, the City defines and interprets certain words and phrases used in the Zoning Chapter.*

*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.*

*230-4 Definitions and Word Usage shall be amended as follows:*

*PLANNED UNIT RESIDENTIAL DEVELOPMENT - A development providing housing of various densities, lot sizes, lot coverage and types, including related ~~commercial~~, recreational and community facilities. **The development may include commercial uses that are designed to serve the convenience needs of the residents of the development.** The area of land required for a planned unit residential development shall be at least 10 contiguous acres except in the City Core area where the required area shall be two acres. For purposes of this definition the City Core area shall be identified as follows:*

*Starting at the location of the intersection of the center line of US 113 and the center line of DE 14 (also known as NW Front Street in Milford, Delaware), and*

*Proceeding east along the center line of DE Route 14 (NW Front Street) to the intersection of the center line of DE Route 14 (NW Front Street) and the center line of Truitt Avenue, and*

*Proceeding north along the center line of Truitt Avenue to the intersection of the center line of Truitt Ave and North Third Street, and*

*Proceeding east along the center line of North Third Street to the intersection of the center line of North Third Street and the center line of West Street, and*

*Proceeding north along the center line of West Street to the intersection of the center line of West Street and the center line of North Fourth Street, and*

*Proceeding east along the center line of North Fourth Street to the intersection of the center line of North Second Street, and*

*Hence approximately 290 feet N 50° W along the nearest property lines and hence approximately 1,470 feet N 35° E along the nearest property lines to the center line of Business Route 1 (also known as Rehoboth Boulevard), and*

*Proceeding southeast along the center line of Business Route 1 to the intersection of the center line of Business Route 1 and South East Front Street, and*

*Proceeding west along the center line of South East Front Street to the intersection of the center line of South East Front Street and the center line of Walnut Street, and*

*Proceeding south along the center line of Walnut Street to the intersection of the center line of Walnut Street and the center line of Causey Avenue, and*

*Proceeding west along the center line of Causey Avenue to the interception of the center line of Causey Avenue and center line of the railroad right-of-way (also known as the Norfolk Southern tracks), and*

*Hence approximately 3,280 feet N 70° W along the north shore of Silver Lake as mapped by a solid blue line on the 1993 US Geological Survey Milford DE 7 1/2 minute quadrangle map, to the center line of the north-bound lanes on the US Route 113 bridge over Silver Lake, and*

*Proceeding north along the center line of the northbound lanes of US Route 113 to the point of beginning at the intersection of the center line of the northbound lands of US Route 113 and the center line of DE Route 14 (also known as Northwest Front Street).*

*Section 3. Dates.*

*Planning Commission Review and Public Hearing: 04/19/16*

*Introduction: 05/09/16*

*City Council Adoption: 05/23/16*

*Effective 06/03.2916*

As noted, a public hearing is scheduled on May 23, 2016 after which city council will make a final determination.

*Introduction/Ordinance 2016-07/Parks & Recreation/Extends Sunday Park Hours*

The city manager explained this ordinance will adjust the park hours for special events on Sundays from 1:00 pm - 6:00 pm to noon - 7:00 pm which will align with DMI's Brewgrass Festival approved this past January. In this manner, the event will conform with the ordinance.

Ms. Wilson asked if that time will be restricted to the Brewgrass Festival or any event on Sunday; it was confirmed it would apply to any future events once it becomes effective.

City Manager Norenberg then introduced the following ordinance:

*ORDINANCE 2016-07  
Chapter 165-Parks and Recreation  
Extends Hours of Use for Special Events on Sunday*

*WHEREAS, pursuant to the Code of the City of Milford, City Council is hereby authorized to regulate the public use of the city's facilities, including parks, to provide for the safe and orderly use thereof; and*

*WHEREAS, Chapter 165 of the Code of the City of Milford, entitled Parks and Recreation was created to develop operational policies and standards for the use of Milford City Parks to be applied in Special Event contracts and the appropriateness of such events throughout the park system; and*

*WHEREAS, at the time of its adoption, Special Event Hours on Sunday were restricted from 1:00 p.m. until 6:00 p.m.; and*

*WHEREAS, Downtown Milford, Incorporated properly submitted a request for their 2<sup>nd</sup> Annual Brewgrass Festival to be held on Sunday, June 12, 2016; and*

*WHEREAS, on January 11, 2016, City Council approved the Special Event request to begin at 12:00 noon and end at 7:00 p.m., which is in conflict with the current code; and*

*WHEREAS, in an attempt to encourage activity in the downtown area, City Council now deems it suitable to repeal the Sunday hours of 1:00 p.m. through 6:00 p.m. and adopt the amended hours of 12 noon through 7:00 p.m.*

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY OF MILFORD THAT:**

*SECTION 1. City Council of the City of Milford hereby amends §165-6 (H)(2) to read as follows:*

*§ 165-6. - Rules and regulations.*

*H. Special event hours are restricted to the following times:*

*(2) ~~Sunday 1:00 p.m. to 6:00 p.m.~~*

*(2) Sunday 12 noon to 7:00 p.m.*

*SECTION 2. Dates.*

*Introduction: May 9, 2016*

*Adoption: May 23, 2016*

*Effective: June 3, 2016*

## MONTHLY FINANCE REPORT

Finance Committee Chairman Morrow reported that through the nine month of Fiscal Year 2015-2016 with 75% of the fiscal year having passed, 77% of revenues have been received and 69% of the operating budget expended.

He said that if this trend continues, we should have some revenue overflow in the new fiscal year.

The chairman announced that the Finance Committee will hold budget hearings on June 7, June 8<sup>th</sup> and June 9<sup>th</sup> (if needed) beginning at 5:30 p.m. Currently, the city department heads are meeting with the city manager and finance director. The department heads will also attend the budget hearings before council in case there are questions, in addition to Finance Director Jeff Portmann.

Mr. Norenberg noted that the customer service operations fall under the finance department. At a recent meeting he and Councilwoman Wilson attended, some challenges were discussed for new residents and in particular immigrants who may have some difficulty with the English language. It was agreed at that time the customer service department would be open the third Thursday of the month which would correspond with the downtown initiative whereby businesses will be open that night until 7:00 p.m. In that manner, customer service will be available to anyone who cannot visit the office during their normal 8:00 a.m. to 4:30 p.m. office hours. Translators will be available to aid anyone with a language challenge.

When asked about the possibility of an ATM machines, Mr. Norenberg said it is still being discussed. Mr. Brooks and Mr. Burk both stated that they have had a lot of people ask them about the possibility of an ATM downtown. The city manager recalled that Park Place Restaurant has an ATM within their building that is available during the hours of the farmer's market.

In the meantime, he and the finance director are speaking to a vendor who may bring in an ATM that will be available 24/7 in the downtown area.

Mr. Burk moved to accept the March 2016 Finance Report as submitted, seconded by Ms. Peel. Motion carried.

EXECUTIVE SESSION

Ms. Peel moved to go into Executive Session reference below reason, seconded by Mr. Starling:

{Pursuant to 29 Del. C. §10004(b)(9)} (Worker Compensation Matter)

Motion carried.

Mayor Shupe recessed the Council Meeting at 8:23 p.m. for the purpose of an Executive Session as permitted by Delaware's Freedom of Information Act.

RETURN TO OPEN SESSION

City Council returned to Open Session at 8:32 p.m.

*Authorization/Extension of Benefits*

Mr. Morrow moved to accept the recommendation of the city manager in the Executive Session concerning the subject discussed, seconded by Mr. Brooks. Motion carried with no one opposed.

*City Council Photos*

Mr. Norenberg informed council he is in the process of attempting to schedule city council pictures. Not all of council will be in attendance at the next meeting so he is hoping to schedule before the June 27<sup>th</sup> meeting. The intent is to get a group picture if possible.

Council then discussed the possibility of doing this at the budget meetings though the city manager will need to confirm the availability of the photographer.

Ms. Peel said she will be available for the budget meetings on June 13<sup>th</sup> but not June 27<sup>th</sup>.

Mr. Norenberg will email council with available dates.

ADJOURN

There being no further business, Mr. Starling moved to adjourn the Council Meeting, seconded by Ms. Peel. Motion carried.

Meeting adjourned at 8:35 p.m.

Respectfully submitted,

Terri K. Hudson, MMC  
City Clerk/Recorder

MILFORD CITY COUNCIL  
MINUTES OF MEETING  
May 10, 2016

A Meeting of the Milford Charter Review Committee was held in the Joseph Ronnie Rogers Council Chambers at Milford City Hall on Tuesday, May 10, 2016.

PRESIDING: Mayor Bryan Shupe

IN ATTENDANCE: Committee Members:  
Councilmen James Burk, Douglas Morrow and James Starling Sr.

City Manager Eric Norenberg and City Clerk Terri Hudson

City Solicitor David Rutt

Mayor Shupe called the meeting to order at 5:32 p.m. and deferred to City Manager Eric Norenberg.

CITY OF MILFORD CHARTER

*City Manager Norenberg reported that the city solicitor, city clerk and he have collaborated on the matters that have been previously discussed and those changes have since been incorporated into the newest draft. There remains some outstanding issues that will be revisited this evening.*

*Councilman Burk questioned whether we had a quorum and whether we could proceed. It was determined that Councilman Morrow was enroute to city hall.*

*It was noted that all instances of 'Manager' have been changed to 'City Manager' as discussed in earlier meetings.*

*Mr. Rutt then referred to the previous charter review meeting minutes and the number of questions the city manager referenced. He began the review by referring to Section 1.04(b) whereby the word "application" was changed to "petition" for consistency.*

*See below (new changes in red)"*

1.04 – Annexation

- (b) If five (5) or more property owners, but less than all of the property owners of a territory contiguous to the then limits and territory of the City of Milford, by written Petition with the signature of each such Petitioner duly witnessed, shall request the City Council to annex that certain territory in which they own property.
  - (1) The petition presented to the City Council shall include the tax parcel number(s), a description of the territory requested to be annexed in electronic format, a sealed survey (dated within one year of the **application petition**), present and requested zoning, a statement of compliance with the Comprehensive Plan and the reasons for the requested annexation.
  - (2) ~~If the Planning Director deems the application complete, the Mayor of the City of Milford shall appoint a Committee composed of not less than three (3) of the elected members of the City Council and one member of the City Planning Commission to investigate the possibility of annexation.~~ If the Planning Director deems the **application petition** complete, **the application petition shall be provided to the Mayor and City Council to be referred to the Annexation Committee.** **If the Annexation Committee is not duly constituted,** the Mayor of the City of Milford shall appoint a Committee composed of not less than three (3) of the elected members of the City Council and one member of the City Planning Commission to investigate the possibility of annexation. Not later than ninety (90) days following its appointment by the Mayor, the Committee shall submit a written report containing its findings and conclusions to the Mayor and the City Council of Milford. The report so submitted

shall include the advantages and disadvantages of the proposed annexation, both to the City of Milford and to the territory proposed to be annexed, and shall contain the recommendation of the committee whether or not to proceed with the proposed annexation and the reasons therefore.

- (3) A Plan of Services for the property must be completed in accordance with Delaware Code. This Plan of Services must be completed for review and acceptance prior to final legislative action on the annexation.
- (4) ~~The annexation/rezoning application shall also be referred to the Planning Commission for a Public Hearing and review and recommendation to City Council.~~

RECOMMENDATION same language as Section (a)4:

- (4) The annexation/rezoning petition shall also be referred to the Planning Commission for a Public Hearing and review and recommendation to City Council. Within sixty (60) days of the final recommendation by the Planning Commission, City Council shall hold a public hearing to consider the annexation **petition** and zoning **application**.
- (5) ~~Within sixty (60) days of the recommendation by the Planning Commission, a resolution shall then be considered by City Council proposing to the property owners and residents of both the City of Milford and the territory proposed to be annexed that the City proposes to annex certain territory to its then limits and territory. Said resolution shall be passed by the affirmative vote of two thirds (2/3) of the elected members of the City Council.~~

RECOMMENDATION same language as Section (a)5:

- (5) Following the public hearing and subject to the acceptance of the Plan of Services, City Council may then pass an **resolution ordinance** annexing such territory to the City of Milford. Such ordinance shall be passed by the affirmative vote of two-thirds (2/3) of all the elected members of the City Council. If the ordinance fails to receive the affirmative vote of two-thirds (2/3) of the elected members of the City Council, the territory proposed to be annexed shall not again be considered for annexation for a period of six (6) months from the date that the ordinance failed to receive the required affirmative vote.

RECOMMENDATION any section stating 'printing' related to notices, etc. should be changed to 'published'.

*When questioned, the city clerk explained that her recommendation was to change the number of physical places a notice is posted from four to two. She feels the opportunities available through the internet and other electronic sources will reach more residents and recommends that number be reduced. The publication requirement for local newspapers will handled in the same manner as in the past...*

The **resolution ordinance** shall contain a description of the territory proposed to be annexed, requested zoning and shall fix a time and place for a public hearing on the subject of the proposed annexation and zoning. The **resolution ordinance** shall be ~~printed~~ **published** in a newspaper having a general circulation in the City of Milford at least one (1) week prior to the date set for the public hearing, or, at the discretion of the City Council, the said **resolution ordinance** shall be posted in ~~four~~ **(4) two (2) public places** both in the City of Milford and in the territory proposed to be annexed **and the City website**.

- (6) ~~The resolution proposing to the property owners and residents of both the City and the territory proposed to be annexed shall be passed by the affirmative vote of two thirds (2/3) of the elected members of the City Council. If the resolution shall fail to receive the affirmative vote of two thirds (2/3) of the elected members of the City Council, the territory proposed to be annexed shall not again~~

~~be considered for annexation for a period of six (6) months from the date that the resolution failed to receive the required affirmative vote.~~

- (7)6 Within sixty (60) days following the public hearing **on the proposed Annexation** Petition, and upon the acceptance of the Plan of Services by the State of Delaware, the City Council may ~~pass a resolution~~ **adopt an ordinance** annexing such territory to the City of Milford, subject to the approval of the property owners in the territory to be annexed. Said approval or disapproval shall be signified at a Special Election as set forth hereinafter. The **resolution ordinance** of the City Council to annex the territory must be passed by the affirmative vote of two-thirds (2/3) of all the elected members of the City Council.

*Mr. Rutt and Ms. Hudson discussed whether the annexation should be formally accepted by ordinance versus a resolution. Mr. Rutt pointed out it is a very important action of council and an ordinance seems more appropriate. She noted that a zoning ordinance accompanies the (current) annexation request so perhaps the annexation could be incorporated into that ordinance. Mr. Rutt agrees that would make sense especially considering the requirement for the ordinance that designates the zone.*

- (8)7 In the event that the **resolution ordinance** does not receive an affirmative vote by two-thirds (2/3) of all the elected members of the City Council, no Special Election shall be held and the territory previously proposed to be annexed shall not again be considered for annexation for a period of six (6) months from the date the **resolution ordinance** failed to receive the required affirmative vote.
- (9)8 Following the affirmative vote but in no event later than thirty (30) days after said **resolution ordinance** has been **approved adopted**, the City Council shall order a Special Election to be held not less than thirty (30) nor more than sixty (60) days after said affirmative **resolution ordinance** was **adopted by city council has been passed on the proposed resolution**.
- (10)9 The notice of the time and place of the said Special Election shall be ~~printed~~ published within thirty (30) days immediately preceding the date of this Special Election in at least two (2) issues of a newspaper having a general circulation in the City of Milford, or, at the discretion of the City Council, the said notice may be posted in in **four (4) two (2)** public places, both in the City of Milford, ~~and~~ in the territory proposed to be annexed, **and the City website**, at least fifteen (15) days prior to the date set forth for the said Special Election.

*The solicitor questioned whether the committee came to a consensus on whether or not, there should be one vote per person or one vote per parcel. Currently, any property owner on the deed is entitled to vote though only one vote is permitted for entities.*

*Mayor Shupe feels that unless there is an obvious benefit to changing who votes, it should remain the same and recommends leaving it as it is currently intended.*

*Mr. Rutt will clean up the language to prevent below section from being interpreted that a husband and wife are one individual. He recommends:*

*"...every eligible voter shall have one vote. Each partnership or corporation owning property shall have one vote."*

*It was agreed that the intent is not to provide a developer multiple votes even though they own more than one property. Instead that developer will be entitled to one vote.*

*Mr. Rutt also pointed out there is inconsistent language with 'eligible' voters and 'qualified' voters. He explained an eligible voter would be someone that has registered to vote in the city. Mayor Shupe asked the definition of eligible voter in the case of an annexation; Ms. Hudson stated that during the last territorial annexation, they*

*interpreted that to mean each property owner (individual) listed on the deed within that subdivision was entitled to vote. A partnership, corporation, etc. would only receive one vote.*

*Mayor Shupe prefers allowing each individual property owner (person), regardless of how many are listed though typically it is no more than two, be permitted to cast a vote for or against the annexation. In that manner, the property owners impacted by the annexation are the ones making the decision. Allowing only one vote per property would eliminates the other property owner from voting even though they are equal to one another. He also does not want a developer to have multiple votes because they own more than one parcel.*

*Mr. Rutt recommends:*

*'...at the special election, each individual property owner....OR ...each person who is a property owner has one vote and each partnership or corporation shall have one vote.'*

*He will amend the paragraph with more concise language.*

- (10) At the Special Election, each person who has an ownership interest in a property in the territory proposed to be annexed shall have one (1) vote and each partnership or business entity registered with the Secretary of State to do business in the State of Delaware that owns property in the territory proposed to be annexed shall have one (1) vote. Property held by a partnership or by a corporation shall vote only by a power of attorney duly executed. In the event that an individual holds a Power of Attorney, duly executed and acknowledged, specifically authorizing the said individual to vote for the owner of a property held by a partnership or by a corporation at the said Special Election, a duly authenticated Power of Attorney shall be filed in the Office of the City Manager of the City of Milford. Said Power of Attorney so filed shall constitute conclusive evidence of the right of said person to vote in the Special Election for such partnership or for such corporation. Property owners, individuals or entities in the area proposed to be annexed shall have only one vote regardless of the number of parcels owned.
- (11) The City Council of the City of Milford may cause either voting machines or paper ballots to be used in the Special Election, the form of the ballot to be printed as follows:
- For the proposed annexation  
 Against the proposed annexation
- (12) The Mayor of the City of Milford shall appoint three (3) persons to act as a Board of Special Election. One (1) of the said persons so appointed shall be designated as the Presiding Officer. Voting shall be conducted in a public place as designated by the **resolution ordinance** calling the Special Election. The polling place shall be open from **10:00 a.m. until 6:00 p.m. twelve noon, prevailing time, until eight o'clock in the evening, prevailing time, or until all those entitled to vote have done so** on the date set for the Special Election. All persons in the polling place at the time of the closing of the polls shall be permitted to vote, even though such votes are not cast until after the time for the closing of the polls.
- (13) Immediately upon the closing of the polling place, the Board of Special Election shall count the ballots for and against the proposed annexation and shall announce the result thereof. The Board of Special Election shall make a Certificate under their hands of the votes cast for and against the proposed annexation and the number of void votes and shall deliver the same to the City Council. Said Certificate shall be filed with the papers of the City Council. In order for the territory proposed to be annexed to be considered annexed, a majority of the votes cast from the territory proposed to be annexed must have been cast in favor of the proposed annexation.

- (+5)14 In the event that the Special Election results in an unfavorable vote for annexation, no part of the territory considered at the Special Election for annexation shall again be considered for annexation for a period of at least ~~one hundred eighty (180) days~~ **six (6) months** from the date of the said Special Election.
- (+6)15 If a favorable vote for annexation shall have been cast, the City Council of the City of Milford shall cause a description and a plot of the territory so annexed to be recorded in the Office of the Recorder of Deeds, in and for Kent or Sussex County, but in no event shall said recordation be completed more than ninety (90) days following the date of the said Special Election. The territory considered for annexation shall be considered to be part of the City of Milford from the time of recordation. The failure to record the description or the plat within the specified time shall not make the annexation invalid, but such annexation shall be deemed to be effective at the expiration of the ninety (90) day period from the date of the favorable Special Election.

*Mr. Rutt then referred to Article II-NOMINATIONS AND ELECTIONS and the discussion regarding voter registration, non-resident property owners and write-in candidates and how to break a tie.*

*Mayor Shupe asked if it is possible to do same-day voter registration. He asked if the city has a database we can use to provide that information; Ms. Hudson stated we have nothing specific right now that could be used to cross reference residents. We have utility accounts that are typically in one or two people's name. Any other person living in the house would not listed. Also, in some cases, the utilities are in the landlord's name and we have no record of who is living in the house.*

*The mayor said they had talked previously about creating a list for any resident registered in the State of Delaware. Perhaps a way to increase the number of registered voters would be to allow them to register the day of the election instead of creating a new list based on the State of Delaware voter rolls and having to pull those that live in the city limits.*

*Ms. Hudson is unaware of anything that prevents that, though she has a number of concerns. For example, someone with an old driver's license could use it to vote in a city election though they may no longer live here. She referenced a number of elections that came down to four or five votes. With same day registration, we could easily have that number or more persons come in with a fraudulent city address who could easily swing an election. It could be an issue for the person that lost and we could end up in an appeal process for a long time before that election could be certified or even a new election required.*

*Registering in advance as the counties do allows the time to verify a person's address and address any issues with the voter. Mr. Starling agreed it is a risk adding that anyone could walk in and say they live in the city.*

*Mr. Morrow arrived at this time.*

*Mr. Rutt pointed out that it is really not that difficult to register. Though it is not currently offered at customer service, someone could be assigned to handle those duties there making it easier on residents when they open a utility account. Ms. Hudson recalled that was never a problem before customer service was moved to a separate location and was easily handled at city hall.*

*Ms. Hudson prefers offering on-line registration. That way we can still provide proof of registration if we are later questioned by the State Election Commissioner.*

*Mr. Rutt suggested a terminal be set up at customer service where a person could register on line; if not, someone can be assigned to handle the voter registration.*

*It was agreed that making it more available would be the most appropriate way to handle. In that way, they would not be required to register only at city hall though it would all go into one database.*

*Mr. Rutt then asked if the committee wanted non-resident property owners to continue voting. He said some municipalities offer it while others do not. Ms. Hudson said she is only aware of beach communities other than Milford.*

*The consensus of the committee was they had no problem with non-resident voters voting. Ms. Hudson pointed out it is a very small percentage and that only those with the property titled in their individual names are eligible anyway. Mr. Morrow agreed it does not include corporations, LLC's, etc.*

*It was agreed to leave the non-resident property owner voter stipulation for those property owners whose properties are titled only in their individual names.*

*Mr. Rutt then asked about write-in candidates and recalled that the city manager asked if that should be allowed particularly if no candidate has filed by the deadline. He noted that the state requires any write-in to file by September 30<sup>th</sup> for the general election in November (approximately five weeks).*

*It was agreed it would be very unlikely situation that no one would file for an office particularly if the sitting councilmember was stepping down. Mayor Shupe agreed adding that it will become more likely we have more people file for office as we register a higher number of voters.*

*The committee agreed, at the recommendation of the city solicitor, to leave this matter silent in the charter.*

## 2.01 - City Elections.

(a) The annual municipal election shall be held on the fourth Saturday in the month of April between the hours of ~~12 noon and 8:00 p.m.~~ 10:00 a.m. to 6:00 p.m. at such places as shall be determined by the Council and in accordance with State law. Except that, in any year when the fourth Saturday in April falls between Good Friday and Easter Sunday, the annual municipal election shall be held on the third Saturday of April.

*A discussion followed regarding a vacancy in the election board on the day of the election because there would not be enough time to arrange for a council meeting. Mr. Burk asked if alternate board members should be considered.*

*The city clerk suggested appointing up to five officers which still complies with the charter that states 'between three and five members'. Mr. Rutt asked if three could be appointed with one alternate. Mr. Morrow suggests appointing four and if one is absent, we would still comply with the charter with the remaining three members.*

*Mr. Rutt pointed out the charter states... 'election under the supervision of an election board consisting of no less than three and no more five electors to be appointed by council....*

*The committee agreed to leave the language as is and appoint four or more members which would address any absence should that occur.*

(h) Any vacancy in the Election Board shall be filled by ~~by the electors present~~ City Council at a Special Meeting prior to the election. ~~at the time of the annual election by naming from the electors present, such person or persons as shall be necessary to fill such vacancy.~~

*Mr. Rutt recommended referring to voters as 'eligible' versus 'qualified'. See below:*

## 2.05 - Ballots for Ordinances ~~and Charter Amendments.~~

Any ordinance or Charter amendment requiring a vote by eligible voters, to be voted on by the City shall be presented for voting by ballot title. The ballot title of a measure may differ from its legal title and shall be a clear, concise statement describing the substance of the measure without argument or prejudice. Below the ballot title shall appear the following question: "Shall the above described (ordinance) (amendment) be adopted?" Immediately below such questions shall appear, in the following order, the words "yes" and "no" and to the left of each a square in which by making a cross (X) the voter may cast his vote.

*It was agreed the 2.07(a) be amended accordingly:*

2.07 - Council Districts; Adjustment of Districts.

(a) Number of Districts. There shall initially be four City Council districts to be known as Wards.

### ARTICLE III. - POWERS OF THE CITY - COUNCIL AND MAYOR

*Mr. Rutt suggested the recommended language previously discussed be removed as indicated below. The committee agreed it would not be voted on if it was not in the best interest of the city.*

3.01 - Enumerated Powers.

*(h) The City Council shall have the authority to enter into public private partnerships if deemed in the best interest of the city.*

*The solicitor recommended the following changes to the previously amended language:*

3.08 - Vice Mayor.

At the annual organizational meeting, the Council shall also elect by a majority vote of the entire Council a Vice Mayor who shall act as Mayor during the temporary absence or inability of the Mayor, and while so acting, shall be vested with all the powers and authority of the Mayor ~~except in the case of a tie breaking vote. The Vice Mayor shall qualify as a Councilmember while acting as Mayor for the purpose of establishing a quorum.~~

*During the temporary absence or inability of the Mayor TO SERVE, the Vice Mayor shall qualify as a Council Member for the purpose of establishing a quorum and continue to have all voting rights, privileges, powers, duties and obligations OF A COUNCILMEMBER while performing the temporary duties of Mayor.*

*Mr. Rutt also recalled the previous conversation regarding a potential vice mayor vacancy in the middle of the year and recommends that should that occur, it be handled at a special meeting of city council.*

*Annexations will be added to Section 4.09 (ordinances required) as was discussed during the review of Article I.*

4.09 - Action Requiring an Ordinance.

*Mr. Rutt confirmed there is a section in Title 11 of the Delaware Code specific to the removal of the Police Chief so that the procedure outlined in our current code can be removed.*

*That completed the review of all previous discussions and recommendations by the committee.*

*The committee then continued with the review of Article V Section 5.10 5.11, which is where the Charter Review Committee ended at the previous meeting.*

ARTICLE V. - ADMINISTRATION AND APPOINTEES

*City Manager Norenberg believes the language regarding the check signing procedure reads awkwardly and asked if the language should be changed. It was confirmed the mayor, vice mayor, city manager (when needed) and/or finance committee chair (when needed) are currently able to sign checks. The committee was comfortable with the current language.*

*It was recommended the disposal of records comply with the Archival Retention Schedule laws versus falling under council jurisdiction.*

*Recommended changes:*

5.11 - Finance Department.

There shall be a City Finance Department which shall be directed and supervised by an officer of the city who shall have the title of Finance Director. The Finance Director shall be appointed and supervised by the City Manager. The Finance Director shall have the duties of chief financial officer of the City of Milford, but may delegate such duties to subordinates under his direction. He or she shall pay out any monies upon check signed by two members of either Mayor or City Council or their designee. He or she shall keep a true accurate and detailed account of all monies received and all monies paid out by the city in all its activities and for all its departments, offices and agencies; shall preserve all vouchers and financial records, but under a records disposal program and schedule **approved by the Council consistent with State law**, may periodically destroy such records and vouchers. He or she shall make such reports at such times as the City Manager and Council shall direct and which will keep the Council, City Manager and the public informed of the financial condition of the city.

*City Manager Norenberg pointed out that the planning department is now responsible for code enforcement and economic development. He asked if the name should be changed to 'Planning and Development Department' or something similar.*

*Recommended language adding the new planner's responsibilities:*

5.12 - Planning Department.

There shall be a planning department, which shall be directed and supervised by a City Planner. The City Planner shall be appointed, supervised and removed by the City Manager. The City Planner shall have the following responsibilities:

- (a) To advise the City Manager on any matter affecting the physical development of the city;
- (b) To formulate and recommend to the City Manager a comprehensive land use plan and modification thereof;
- (c) To review and make recommendations regarding proposed actions of the Council in implementing the comprehensive development plan;
- (d) To advise and seek advice from the planning commission in the exercise of his or her responsibilities and in connection therewith, to provide it necessary staff assistance;
- (e) To review and make recommendations regarding proposed actions of the Council in annexations;
- (f) To strive to give citizens the opportunity to have a meaningful impact on the development of plans;
- (g) To protect the integrity of the natural environment and endeavor to conserve the heritage of the built environment;

**ADD:**

- (h) Direction over the administration, management and enforcement of the city's building and nuisance codes.

*Mr. Norenberg recalled the recent problems obtaining a quorum of planning commissions at the past several meetings.*

*Solicitor Rutt referenced Title 22 of the State Code which requires a municipal planning commission to have five to nine members. He recalled a recent email regarding the annual organizational meeting of the planning commission which indicated there may not be enough for a quorum. He noted that at the last meeting, there were only six commissioners present which is only one more than is required for a quorum.*

*From his previous experience on the commission, Mr. Burk feels that even with a lower number, it may still be difficult. He recalled many times making phone calls to commissioners to get enough for a quorum.*

*Mr. Morrow asked if there are any attendance requirements. Mr. Rutt explained that at the last meeting they reviewed the charter and the code. They also discussed rules and procedures that the planning commission establishes. They were provided planning commission rules and procedures from both Kent and Sussex County as well as another municipality. There is an item on the next agenda where they will begin to set up their rules and procedures. He is unsure if an attendance requirement will be included.*

*The alternative is to give council the authority to remove members for malfeasance, non-attendance, moving out of city limits, etc.*

*Mr. Burk asked if the removal should be at the planning commission level even though council makes the appointments.*

*The solicitor suggested that the commission provide the removal recommendation to city council. He feels the procedure would have to be more a directive that states:*

*“In the event that a commission member misses more than ‘x’ number of meetings, the commission shall inform council....”*

*This puts the responsibility on councils’ shoulders versus the planning commission.*

*The number of planning commissioners was again discussed; Mr. Rutt reported that both Sussex County and Kent County Planning Commissions only have five members. Mr. Norenberg said the alternative is to appoint more than nine. If the changes are approved, we will lower the number of members through attrition and once we get to five members, it will remain at five.*

*Mr. Rutt also suggested changing the language mirror that of the state law by stating “no less than five and no more than nine members”. The committee agreed.*

*The language will be changed as follows:*

#### **5.13 - City Planning Commission.**

Pursuant to State law, there is hereby established a Planning Commission for the City of Milford. The City Planning Commission shall consist of **NO LESS THAN FIVE and NO MORE THAN** nine (9) members recommended by the Mayor and appointed by City Council.

*Mr. Rutt referenced the phrase that states:*

*‘...Council shall by ordinance, establish a Board of Adjustment and shall provide standards and procedures for such Board to hear and determine appeals’.*

*He then referred to the city zoning code which states:*

230-36. - Making and adopting rules.

*The Board of Adjustment shall make and adopt rules in accordance with the provisions of this chapter.*

*The solicitor suggests adding the following language which will allow the board to adopt their own procedures and comply with the zoning code.*

5.14 - Board of Adjustment.

There shall be a Board of Adjustment pursuant to the provisions of the Delaware Code. The Council shall, by ordinance, establish a Board of Adjustment and shall provide **FOR THE ADOPTION OF** standards and procedures for such Board to hear and determine appeals from administrative decisions and petitions for variances in the case of peculiar and unusual circumstances which may be required by the Council or by law.

ARTICLE VI. - FINANCIAL PROCEDURES

6.01 - Fiscal Year.

The Fiscal year of the City shall be set by the City Council.

6.02 - Submission of Budget Date.

On or before the last day of the twelfth month of each fiscal year, the **CITY** Manager shall submit to the Council a budget for the ensuing fiscal year and an accompanying message.

6.03 - Budget Message.

The **CITY** Manager's message shall explain the budget both in fiscal terms and in terms of the work programs. It shall outline the proposed financial policies of the City for the ensuing fiscal year, describe the important features of the budget, indicate any major changes from the current year in financial policies, expenditures, and revenues together with the reasons for such changes, summarize the City's debt position and include such other material as the **CITY** Manager deems desirable.

6.04 - Operating Budget.

The budget shall provide a complete financial plan of all City funds and activities for the ensuing fiscal year and, except as required by law or this Charter, shall be in such form as the **CITY** Manager deems desirable or the Council may require. In organizing the budget, the **CITY** Manager shall utilize the most feasible combination of expenditure classification by fund, organization unit, program, purpose or activity, and object. It shall begin with a clear general summary of its contents; shall show in detail all estimated income, indicating the proposed property tax levy, and all proposed expenditures, including debt service, for the ensuing fiscal year; and shall be so arranged as to show comparative figures for actual and estimated income and expenditures of the current fiscal year and actual income and expenditures of the preceding fiscal year; and shall be so arranged as to show comparative figures for actual and estimated income and expenditures of the current fiscal year and actual income and expenditures of the preceding fiscal year. It shall indicate in separate sections:

- (a) Proposed expenditures for current operations during the ensuing fiscal year, detailed by offices, departments and agencies in terms of their respective work programs, and the method of financing such expenditures;
- (b) Proposed capital expenditures during the ensuing fiscal year, detailed by offices, departments and agencies when practicable, and the proposed method of financing each such capital expenditure;
- (c) Anticipated net surplus or deficit for the ensuing fiscal year of each utility owned or operated by the City and the proposed method of its disposition; subsidiary budgets for each such utility giving detailed income and expenditure information shall be attached as appendices to the budget.

The total of proposed expenditures shall not exceed the total of estimated income.

6.05 - Capital Program.

- (a) Submission to Council. The **CITY** Manager shall prepare and submit to the Council a five-year capital program at the time the annual budget is submitted to City Council as defined in Section 6.02.

(b) Contents. The capital program shall include:

- (1) A clear, general summary of its contents;
- (2) A list of all capital improvements which are proposed to be undertaken during the five fiscal years next ensuing, with appropriate supporting information as to the necessity for such improvements;
- (3) Cost estimates, method of financing and recommended time schedules for each such improvement; and
- (4) The estimated annual cost of operating and maintaining the facilities to be constructed or acquired.

*The above information may be revised and extended each year with regard to capital improvements still pending or in process of construction or acquisition.*

6.06 - Council Action on Operating Budget.

The Council shall adopt the operating budget on or before the last day of the twelfth month of the fiscal year currently ending. If it fails to adopt the budget by this date, the amounts appropriated for current operation for the current fiscal year shall be deemed adopted for the ensuing fiscal year on a month-to-month basis, with all items in it prorated accordingly, until such time as the Council adopts an operating budget for the ensuing fiscal year. Adoption of the budget shall constitute appropriations of the amounts specified therein as expenditures from the funds indicated and shall constitute a levy of the property tax therein proposed.

6.07 - Council Action on Capital Program.

Adoption. The Council, by resolution, shall adopt the capital program with or without amendment on or before the last day of the twelfth month of the current fiscal year.

6.08 - Public Records.

Copies of the budget and the capital program as adopted for the fiscal year are public records and shall be made available to the public through the Freedom of Information Act and the City of Milford website.

6.09 - Amendments after Adoption.

*Mr. Norenberg questioned the manner in which 6.09(a) was written. He is willing to work with the solicitor on some new language. He believes the intent is related to revenues in excess of those approved in the budget and available for appropriation when approved by council.*

REWORD BELOW:

- (a) Supplemental Appropriations. If during the fiscal year the City Manager certifies that there are available for appropriation revenues in excess of those estimated in the budget, the Council by ordinance may make by supplemental appropriations for the year up to the amount of such excess.
- (b) Emergency Appropriations. To meet a public emergency affecting life, health, property or the public peace, the Council may make emergency appropriations. Such appropriations may be made by emergency ordinance. To the extent that there are no available un-appropriated revenues to meet such appropriations, the Council may exercise short term borrowing authority as provided in Section 8.07 of this Charter.
- (c) Reduction of Appropriations. If at any time during the fiscal year it appears probable to the CITY Manager that the revenues available will be insufficient to meet the amount appropriated, he shall report to the Council without delay, indicating the estimated amount of the deficit, any remedial action taken by him and his recommendations as to any other steps to be taken. The Council shall then take such further action as it deems necessary to prevent or minimize any deficit and for that purpose it may by ordinance reduce one or more appropriations.
- (d) Transfer of Appropriations. At any time during the fiscal year, the CITY Manager may transfer part or all of any unencumbered appropriation balance among programs within a department, office or agency and, upon written request by the CITY Manager, the Council may by majority vote transfer part or all of any unencumbered appropriation balance from one department, office or agency to another.

- (e) Limitations: Effective Date. No appropriation for debt service may be reduced or transferred, and no appropriation may be reduced below any amount required by law to be appropriated or by more than the amount of the unencumbered balance thereof. The supplemental and emergency appropriations and reduction or transfer of appropriations authorized by this section may be made effective immediately upon adoption.

6.10 - Lapse of Appropriations.

Every appropriation, except an appropriation for a capital expenditure, shall lapse at the close of the fiscal year to the extent that it has not been expended or encumbered. An appropriation for a capital expenditure shall continue in force until the purpose for which it was made has been accomplished or abandoned; the purpose of any such appropriation shall be deemed abandoned if three years pass without any disbursement from or encumbrance of the appropriation.

6.11 - Administration of Budget.

- (a) Work Programs and Allotments. At such time as the CITY Manager shall specify, each department, office or agency shall submit work programs for the ensuing fiscal year showing the requested allotments of its appropriation by periods within the year. The CITY Manager shall review and authorize such allotments with or without revision as early as possible in the fiscal year. He or she may revise such allotments during the year if they deem it desirable and shall revise them to accord with any supplemental, emergency, reduced or transferred appropriations.
- (b) Payments and Obligations Prohibited. No payment shall be made or obligation incurred against any allotment or appropriation except in accordance with appropriations duly made and unless the CITY Manager or his/her designee first certifies that there is a sufficient unencumbered balance in such allotment or appropriation and that sufficient funds there from are or will be available to cover the claim or meet the obligation when it becomes due and payable. Any authorization of payment or incurring of obligation in violation of the provisions of this Charter shall be void and any payment so made illegal; such action shall be cause for removal of any officer who knowingly authorized or made such payment or incurred such obligation, and he or she shall also be liable to the City for any amount so paid. However, except where prohibited by law, nothing in this Charter shall be construed to prevent the making or authorizing of payments or making of contracts for capital improvements to be financed wholly or partly by the issuance of bonds or to prevent the making of any contract or lease providing for payments beyond the end of the fiscal year, provided that such action is made or approved by ordinance.

ARTICLE VII. - TAXATION, ASSESSORS AND ASSESSMENT OF TAXES

*Mr. Norenberg advised that he and the solicitor discussed amending 7.01 by removing 'not less frequently'.*

7.01 - [General Assessment of Real Property].

~~Not less frequently than~~ Every ten years, there shall be made a general assessment which shall be a true, just and impartial valuation and assessment of all the real property within the limits of the City.

*Mr. Rutt recommends adding 'certified' as shown below:*

7.02 - [Supplemental Assessments].

It shall be the duty of the City Manager to include supplemental assessments prepared by the **A CERTIFIED** assessor(s) for the purposes of adding property not included in the last assessment or increasing or decreasing the assessment value of property which was included in the last general assessment. In the year that a supplement assessment is made, the General Assessment then in force as modified by the supplemental assessment, shall constitute the assessment for the year.

7.03 - [Assessment Copies to Council].

The City Manager shall make and deliver to the Council, as soon as the assessments are made, such number of copies as the Council shall direct.

*Below section removed due to no longer having a city assessor:*

7.04 ~~[Real Property Assessment by Council].~~

~~The real property of the City Assessor(s) shall be assessed by the Council.~~

*Below amended accordingly:*

7.05 7.04- [Notification of Assessment].

The City MANAGER Tax Assessor shall notify the property owner in writing of any change in assessment.

*Below section to be replaced with more modern language (preliminary changes shown):*

7.06 7.05- [Public Notice].

The Council shall, prior to a given date set by resolution in each year, cause a copy of the General Assessment as adjusted by the supplemental assessment as made in said year, to be POSTED ~~hung~~ in two public places in the City, ~~and there to remain for the space of~~ FOR A PERIOD OF ten (10) days for public information. Attached to said copies shall be a notice of the day, hour and place that the Council will sit as a Board of Revision and Appeal; and the notice of the POSTING ~~hanging up~~ of the copies of the assessment and the places where the same are POSTED ~~hung up~~ and of the day, hour and place when the Council will sit as a Board of Revision and Appeal shall be published in at least one issue of a newspaper circulated in the City.

7.07 7.06- [Corrections and Revisions of Assessments].

At the time and place designated in the notice aforesaid, the Council shall sit as a Board of Revision and Appeal to correct and revise the assessment, and to hear appeals concerning the same. They shall have full power and authority to alter, revise, add to and take from the said assessment. The decision of a majority of the Council shall be final and conclusive; and no member of Council shall sit on his own appeal.

7.08 7.07- [Revised Assessment].

*Recommended changes:*

The assessment, as revised and adjusted by the Council, shall be the basis for the levy and collection of the taxes for the City. If any taxable PROPERTY OWNER fails or neglects to perfect his or her appeal to the Board of Revision and Appeal, he or she shall be liable for the tax for such year as shown by the assessment lists.

7.09 7.08- [Taxes on UTILITY IMPROVEMENTS ~~Cable and Utility Installations~~].

*Recommended changes (remove specific items currently mentioned):*

The Council shall also have the right to levy and collect taxes on ANY UTILITY IMPROVEMENTS ~~at underground cables and utility installations, and upon all telephone, telegraph or power poles or other erections of like character erected or installed within the limits of the City, together with the wires and appliances thereto or thereon attached, that are now assessable and taxable, and to this end, may at any time direct the same be included in or added to the City Assessment. In case the owner or lessee of such UTILITY IMPROVEMENTS poles, erections, installations or appliances shall neglect or refuse to pay the taxes that may be levied thereon, the said taxes may be collected by the City in the same manner as other taxes, and upon continued non-payment, the Council shall have the authority to cause the same to be removed.~~

7.10 7.09 - [Determination of Rate of Taxation].

The Council shall determine and fix a rate of taxation which with other anticipated revenue will produce approximately the amount of money necessary to defray the expenses of the City for the current year, including interest on bonded indebtedness and for redemption of maturing bonds and for maintenance of a sinking fund.

7.11 7.10- [Limit of Taxation].

The limit of taxation for current expenses shall be that rate which, by estimation, will produce a sum not exceeding two (2) percent the assessed value of real property with improvements located in the City.

7.12 **7.11** - [Taxes - Delinquencies].

*The entire section 7.12 7.11 will be reworked and brought back for a future review (some recommendations noted):*

- (a) Not later than the second month of a new fiscal year, the City Manager shall make available to the Council a list containing the names of the ~~taxable~~ **owners of taxable properties within** of the City and, opposite the name of each, the amount of his real property assessment, as well as the tax upon the whole of his assessment, and the rate per hundred dollars of assessed valuation. Attached to a tax list shall be a warrant, under the seal of the City of Milford, signed by the Mayor and attested by the City Clerk commanding the City Manager to make collection, when due, of the taxes as stated and set forth in the tax list.

*Mr. Rutt questioned below language as underlined and will rewrite:*

- (b) All taxes, when and as collected by the City Manager, shall be paid to or deposited to the credit of the City in **THOSE** banking institutions approved by Council.
- (c) All taxes shall be due and payable on the date set by Council. To every tax not paid after the said date each year there shall be added and collected a penalty, for each month that the said tax remains unpaid. The penalty rate charged is to be set by Council through ordinance. Before exercising any of the powers herein given for the collection of taxes, written notices of the amount due shall be given to the taxable.

*Mr. Rutt recommends removing the specified courts listed due to their varied jurisdictions:*

- (d) All taxes assessed upon any real estate and remaining unpaid prior to a new tax year billing shall constitute a first lien against all real estates of the delinquent taxpayer situated within the limits of the City of Milford. In the case of a life estate, the interest of the life tenant shall first be liable for the payment of any taxes so assessed. The City Manager, in the name of the City of Milford, may institute suit before **ANY COURT OF COMPETENT JURISDICTION IN THE STATE OF DELAWARE** ~~any Justice of the Peace within Kent County or Sussex County, or before the Alderman of the said City, or in the Court of Common Pleas in and for Kent or Sussex County, or in the Superior Court of the State of Delaware,~~ for the recovery of the unpaid tax in an action of debt, and upon judgment obtained, may sue out writs of execution as in case of other judgments recovered **WITHIN THOSE COURTS.** ~~before a Justice of the Peace or in the Court of Common Pleas or in the Superior Court as the case may be.~~

*Mr. Norenberg explained that Kent County is authorized to bid or try to acquire property that is going to a monition sale up to the amount owed to the county; however, they are unable to bid more than that amount. He asked if that should be incorporated into our charter because it makes sense for the city to try to acquire property in that situation versus letting it be sold for a minimal amount. That at least gives the city the right to control the property.*

*Mr. Rutt will follow up, update the language in below section(s) while providing a more in-depth review of this section. He will work with the city manager and city clerk on new language.*

- (e) In addition, the City Manager, acting on behalf of the City, may **EXECUTE ON ANY JUDGMENT OBTAINED IN A COURT OF COMPETENT JURISDICTION PURSUANT TO DELAWARE LAW.** ~~pursue the sale of the lands and tenements of the delinquent taxpayer, or the lands of tenements of a delinquent taxpayer alienated subsequent to the levy of the tax and with the following conditions:~~
- (1) ~~No sale shall be approved by the Superior Court if the owner be ready at Court to pay the taxes, penalty and costs, and no deed shall be made until the expiration of one (1) year from the date of the sale, within which time the owner, his heirs, executors or assigns, shall have the power to redeem the lands on payment to the purchase, his~~

~~personal representatives, or assigns, of the costs, the amount of the purchase money and twenty percent (20%) interest thereon and the expense of having the deed prepared.~~

(2) ~~After satisfying the tax due and the costs of expenses of sale from the proceeds of sale, the amount remaining shall be paid to the owner of the land, or upon the refusal of said owner to accept said residue, or if the owner is unknown or cannot be found, the amount remaining shall be deposited in some bank in the City of Milford, either to the credit of the owner, or in a manner by which the funds may be identified.~~

(3) In the sale of lands for the payment of delinquent taxes, the following costs **NORMALLY ASSESSED FOR THE CONDUCT OF SALES** shall be allowed. ~~to be deducted from the proceeds of sale, or chargeable against the owner as the case may be in the amount then customarily charged:~~

To the Prothonotary for filing and recording Petition

For filing and recording return of sale

To the City Manager for preparing certificate

For making sale of land

For preparing and filing return

For posting sale bills

~~In addition, the costs of printing handbills and publications of the advertisement of sale in a newspaper shall be chargeable as costs. The cost of the deed shall not be chargeable as costs, but shall be paid by the purchaser of the property of the delinquent taxpayer.~~

(4) ~~If the owner of any lands and tenements against which a tax shall be levied and assessed shall be unknown, this fact shall be stated in the advertisement of sale.~~

- (f) In the event of the death, resignation or removal from office of the City Manager of the City of Milford, before the proceedings of the sale of land shall have been completed, his successor in office shall succeed to have all of his powers, rights and duties in respect to said sale. In the event of the death of the purchaser at such sale prior to his receiving a deed for the property purchased thereat, the person having right under him by consent, devise, assignment or otherwise may refer to the Superior Court of the State of Delaware in and for Kent or Sussex County, a petition representing the facts and praying for an order authorizing and requiring the City Manager to have executed and acknowledged a deed conveying to the Petitioner the premises sold, or a just proportion thereof; and thereupon the Court may make such order touching the conveyance of the premises as shall be according to justice and equity.
- (g) However, should the City Council so elect, the City Manager is empowered to sell the lands and tenements of the delinquent taxpayer or the lands and tenements of a delinquent taxpayer alienated subsequent to the levy of the tax, by the direction of the City Council, using any of those procedures specified for the sale of land for the collection of taxes on the part of the taxes for Sussex County or Kent County, and all such procedures and methods available for the sale of land, as aforesaid, as they are presently enacted and hereafter amended, are included herein and made a part hereof by reference in the statutes made and provided, substituting the City of Milford for Sussex County or Kent County therein.
- (h) The provisions of this Section 7.12, other than the provisions of subsection (b) of this Section 7.12, shall apply to all special ad valorem taxes and special taxes levied by the City of Milford pursuant to Article IX of this Charter, provided that all references in this Section 7.12 to a tax list shall, for all purposes relating to such special ad valorem taxes and special taxes, be deemed to refer to the tax list showing the amounts of special ad valorem taxes or special taxes levied against the real property within a special development district.

~~7.13~~ **7.12** - Real Estate Transfer Tax.

The City of Milford reserves the right to enact a Real Estate Transfer Tax by ordinance through the City Council. Any change to the Real Estate Transfer Tax must be in accordance to Delaware laws.

~~7.14~~ **7.13**- Assessment, Payment, and Collection of Taxes for New Construction.

In the event that the Mayor and Council of the City of Milford desire to collect and levy taxes on newly constructed property not taxed by virtue of the city's annual assessment, the city may enact an ordinance to do so.

## ARTICLE VIII. - BORROWING OF MONEY AND ISSUANCE OF BONDS

8.01 - [Bonds].

The City of Milford may borrow money and to secure the payment of the same, is hereby authorized and empowered to issue bonds or other kinds or forms of certificate or certificates of indebtedness pledging the full and credit of the City of Milford; or such other security or securities as the City Council shall elect, for the of the principal thereof and the interest due thereon.

All bonds or other kinds or forms of certificate or certificates of indebtedness issued by the City of Milford in pursuance hereof shall be exempt from all State, County or municipal taxes.

8.02 - [Purpose of Bonds].

This power or authority to borrow money may be exercised by the City of Milford to provide funds for, or to provide for the payment of, any of the following projects or purposes:

- (a) Refunding any or all outstanding bonds or other indebtedness of the City at the maturity thereof or in accordance with any callable feature or provision contained therein;
- (b) Meeting or defraying current annual operating expenses of the City in an amount equal to but not in excess of currently outstanding, due and unpaid taxes, water rents, license fees or other charges due the City and available, when paid, for meeting or defraying current annual operating expenses of the City; *During their initial review, the solicitor and city manager agreed that engineering and public utilities (in general) should be referenced versus listing individual items. They felt the design of the engineering and inspections of the projects, in addition to the actual work, should be considered.*

*It was agreed to that 'public safety' should be added to the borrowing/bond area.*

- (c) Erecting, extending, enlarging, maintaining and repairing any plant, building, machinery or equipment for the manufacture, supplying or distribution of gas, water, electricity, sewerage or drainage system, or any of them, and the condemning or purchasing of any lands, easements and rights-of-way which may be required therefore;
- (d) Constructing, paving, laying out, widening, extending, repairing and maintaining streets, lanes, alleys and ways, and the paving, constructing, laying out, widening, extending, repairing and maintaining of curbing and gutters along the same and the condemning or purchasing or any lands, easements or rights-of-way which may be required therefore;

*Mr. Morrow asked if economic development should be added; Mr. Rutt feels that already falls under paragraph (e) as stated below. Mr. Norenberg pointed out this also includes the purchase of land. 'Public safety' was added to paragraph (e).*

- (e) Any other purpose consistent with the promotion of health, education, **PUBLIC SAFETY** or the general welfare of the City of Milford.

8.03 - [Bonds or Certificates of Indebtedness - Resolutions].

The power to borrow money and to secure the payment thereof by the issuance of bonds or other kinds or forms of certificate or certificates of indebtedness for any purpose above specified shall only exercise in the following manner:

The City Council shall adopt a resolution proposing unto the electors of the City that money be borrowed by the City for any of the above-named purposes. The resolution proposing the borrowing shall plainly set forth the following matters:

- (a) The amount of money, or the amount of money not exceeding which, it is proposed shall be borrowed;
- (b) The rate of interest, or the rate of interest not exceeding which, it is proposed shall be paid;
- (c) The manner in which it is proposed to be secured;
- (d) The manner in which it is proposed that it shall be paid or funded, or both;
- (e) A short and clear description of the purpose or purposes for which the money or monies shall be used, and which description shall include the estimated cost of carrying out the purpose or purposes aforesaid; and
- (f) A statement of the time and place for a public hearing upon the resolution, whereat the City Council shall vote upon the final authorization for the loan.

*Recommended changes:*

8.04 - [Notice of Resolution].

It shall then be the duty of the City Council to give notice of the time and place of such public hearing upon the resolution by publishing a copy of the resolution aforesaid in at least one issue of a newspaper published in the City of Milford at least one week before the time fixed for said hearing, **posting on the City of Milford website,** and ~~by posting copies thereof in~~ **TWO** five public places ~~throughout the said~~ **IN THE** City at least one week before the time fixed for said hearing.

At the time and place mentioned in such notice, the City Council shall sit in public session and at such public session, or an adjourned session thereof, shall vote upon a resolution giving its final authorization for the loan. If such resolution shall be adopted by the City Council, then the City Council shall pass a second resolution ordering and directing that a Special Election be held in the City of Milford not less than thirty (30) days nor more than sixty (60) days (as may be determined by the Council) after the date of the hearing and passage of the resolution authorizing the loan by the Council.

The purpose of such Special Election shall be to vote for or against the proposed loan.

The City Council shall give notice of the time and place for holding the said Special Election to all the electorate of the City of Milford by posting notices thereof in ~~TWO~~ **TWO** five public places in said City at least two weeks prior to the day fixed for the holding of such Special Election, and by publishing a copy of such notice once each week during those two weeks immediately preceding that week during which the day fixed for the holding of such Special Election shall fall in a newspaper generally circulated in the City of Milford **IN ADDITION TO THE CITY WEBSITE**. Such notice of the Special Election shall likewise contain the same information with respect to the borrowing as required to be contained in the original resolution proposing the borrowing, excepting a statement of the time and place for a public hearing upon the resolution, whereat the City Council shall vote upon the final authorization for the loan.

The Special Election shall be conducted by an Election Board whose members shall be appointed or selected in the same manner and they shall have the same qualifications as hereinbefore provided in the case of annual elections of the City. At least five days prior to the date of the Special Election, the City Council shall cause to be prepared, printed and have available for distribution, a sufficient number of ballots: upon one-half of which ballot shall be printed the words "For the Proposed Borrowing" and upon the other half of said ballot shall be printed the words, "Against the Proposed Borrowing", and a box shall be provided after each and the voter instructed to place and "X" in the box provided after the choice he wishes to cast his vote. If voting machines are used, in which case, the voting machines shall be arranged in a manner consistent with the requirements for paper ballots.

At such Special Election every person who would be entitled to vote at an annual election if held on that day shall be entitled to one vote.

*Below language needs to coincide with prior changes related to city elections. Mr. Norenberg suggested striking the sections in their entirety and referring to the general election procedures which also should also allow for absentee ballot voting.*

The Inspector of the Election shall deposit all ballots in the ballot box provided for that purpose in the presence of the person casting such ballot; he or she, the said Inspector, first writing upon the outside of said ballot the number of votes being cast thereby by the person casting such ballot, unless voting machines are used. Immediately upon the closing of the polls, the Special Election Board shall count the votes for and against the proposed borrowing and shall announce the result thereof, and shall make a certificate under their hands of the number of votes cast for and the number of votes cast against the proposed borrowing and shall deliver such Certificate, in duplicate, to the City Council. One copy of the Certificate the Council shall enter in the minutes of the next meeting of the City Council and the other copy thereof shall be filed with the papers of the City Council.

8.05 - [Payment of Bonds or Certificates of Indebtedness].

The form of the bonds or certificates of indebtedness and the thereunto attached coupons, if any, the time or times of payment, the time or times of payment of interest, the classes, the series, the maturity, the registration, any callable or redeemable feature, the denomination and the name thereof and any other relative or pertinent matters pertaining thereto shall all be determined by the City Council after the special election.

The bond or bonds or certificates of indebtedness shall be offered at public or private sale as determined by the City Council. All bonds or certificates of indebtedness forming a single issue need not be offered for sale at a single sale but any given issue of bonds or certificates of indebtedness authorized as hereinbefore provided may be sold in whole or in part, from time to time and until the entire authorized issue be disposed of, as the City Council may deem most advisable.

The City Council shall provide in its budget and in fixing of the rate of tax, or otherwise, for the payment of principal or such bond or bonds or certificate or certificates of indebtedness at the maturity thereof together with the interest due or which may hereafter become due thereupon and, in a proper case or as recommended by ~~bound~~ BOND counsel, it shall also provide a sinking fund therefore.

Unless any such bond or bonds or certificate or certificates of indebtedness shall otherwise provide therein, the faith and credit of the City of Milford shall be deemed to be pledged for the due payment of any such bond or bonds or certificate or certificate of indebtedness and interest thereon according to its terms when and after the same have been duly and properly executed, delivered and due value received therefore.

#### 8.06 - Refinancing Of Municipal Bonds.

Notwithstanding the foregoing provisions of this Section, the City Council of the City of Milford may authorize by Resolution the refinancing of existing bonds or other obligations of the City, without the necessity of a Special Election; provided that the issue of the refinancing obligations results in a present value savings to the City. Present value savings shall be determined by using the effective interest rate on the refinancing obligations as the discount rate calculated based on the internal rate of return. The principle amount of the refinancing obligations may exceed the outstanding principle amount of the obligations to be refinanced. *It was noted that the five-year term has been discussed over the past year and the possibility of increasing that number to ten years.*

*Mr. Burk questioned the amount of the tax billing emphasizing that it changes every year and has an impact on this type of borrowing. Various wording was considered in addition to questionable intent of past or current year tax billings.*

*It was noted that last year's taxes were approximately \$3.7 million though it fluctuates annually.*

#### 8.07 - Short Term Borrowing.

Notwithstanding the foregoing provisions of this Section, City Council may authorize, by resolution, short term borrowing by the City without the necessity of a Special Election. The City of Milford may borrow money up to the amount of the annual tax billings. The borrowed money shall be for one of the following: operating deficits, emergencies declared by Council, and short term capital project funding. The money shall be paid back in no longer than ~~five (5) years~~ ten (10) years.

### ARTICLE IX. - TAX INCREMENT FINANCING AND SPECIAL DEVELOPMENT DISTRICTS

*It was noted this section was updated approximately four years ago. The solicitor will verify this complies with any state or federal laws.*

#### 9.01 - Tax Increment Financing and Special Development Districts.

In addition to all other powers the City of Milford may have, and notwithstanding any limitation of law, the City of Milford shall have all powers and may undertake all actions for the purposes set forth in, and in

accordance with Delaware Code relating to the Municipal Tax Increment Financing Act and Delaware Code relating to Special Development Districts.

9.02 - Non-Recourse.

Bonds are non-recourse to the City of Milford and shall only be paid from Tax Increment Financing and Special Development District [hereinafter 'TIF' and 'SDD' respectively] assessments permitted by Delaware Code. Bonds are non-recourse to property owners who purchase subject to a TIF or SDD. Property owners who purchase subject to a TIF or SDD shall only be responsible for TIF or SDD obligations determined by the individual assessment of their property.

ARTICLE X. - SEVERANCE

If any provision of this Charter is held invalid, the other provisions of the Charter shall not be affected thereby. If the application of the Charter or any of its provisions to any person or circumstance is held invalid, the application of the Charter and its provision to other persons or circumstances shall not be affected thereby.

*Mr. Norenberg asked that Article XI be updated as it appears the language is consistent with the original charter.*

ARTICLE XI. - TRANSITIONAL PROVISIONS

*Section will be updated, and some language incorporated as indicated below:*

11.01 - Officers and Employees.

- (a) Rights and Privileges Preserved. Nothing in this Charter except as otherwise specifically provided shall affect or impair the rights or privileges of persons who are City officers or employees at the time of its adoption.
- (b) Continuance of Officers and Employees. Except as specifically provided by this Charter, if at the time this Charter takes full effect, **THE CHARTER OR ANY AMENDMENT THERETO**, a City administrative officer or employee holds any office or position which is or can be abolished by or under this Charter, he or she shall continue in such office or position until the taking effect of some specific provision under this Charter directing that he vacate the office or position.

11.02 - Departments, Offices and Agencies.

- (a) Transfer of Powers. If a City department, office or agency is abolished by this Charter, the powers and duties given it by law shall be transferred to the City department, office or agency designated in this Charter or, if the Charter makes no provision, as designated by the City Council.
- (b) Property and Records. All property, records and equipment of any department, office or agency existing when this Charter is adopted shall be transferred to the department, office or agency assuming its powers and duties, but, in the event that the powers or duties are to be discontinued or divided between units or in the event that any conflict arises regarding a transfer, such property, records, or equipment shall be transferred to one or more departments, offices or agencies designated by the Council in accordance with this Charter.

11.03 - Pending Matters.

All rights, claims, actions, orders, contracts and legal or administrative proceedings shall continue except as modified pursuant to the provisions of this Charter and in each case shall be maintained, carried on or dealt with by the City department, office or agency appropriate under this Charter.

11.04 - State and Municipal Laws.

In General, all City ordinances, resolutions, orders and regulations which are in force when this Charter becomes fully effective are repealed to the extent that they are inconsistent or interfere with the effective operation of this Charter or of ordinances or resolutions adopted pursuant thereto. To the extent that the Constitution and laws of the State of Delaware permit, all laws relating to or affecting this City or its agencies, officers or employees

which are in force when this Charter becomes fully effective, are superseded to the extent that they are inconsistent or interfere with the effective operation of this Charter or of ordinances or resolutions adopted pursuant thereto.

11.05 - Survival of Powers and Validations Sections.

- (a) All powers conferred upon or vested in the City of Milford by any Act or Law of the State of Delaware, not in conflict with the provisions of this Charter, are hereby expressly conferred upon and vested in the City of Milford as though herein fully set out.
- (b) All ordinances adopted by the City Council of the City of Milford, or which are in force for the government of the City of Milford at the time of the approval of this Charter, are continued in force and effect as ordinances of the City of Milford until repealed, altered or amended under the provisions of this Charter, and the acts of the Council of the City of Milford and of the officials thereof as lawfully done or performed under the provisions of the Charter of the City of Milford or ordinance thereof, or of any law of this State, prior to the approval of this Act, are hereby ratified and confirmed.
- (c) All taxes, fines, penalties, forfeitures, assessments or debts due the City of Milford and all debts due from the City of Milford, at the effective date of this Charter shall, respectively, be deemed due to or from the City of Milford and said obligations shall severally remain unimpaired until paid, and the power, right, and authority to collect taxes imposed under the provisions of this Charter, and the processes which may be employed for that purpose, shall be deemed to apply and extend to all unpaid taxes, assessments or charges imposed under the provisions of this Charter, and the processes which may be employed for that purpose, shall be deemed to apply and extend to all unpaid taxes, assessments or charges imposed under the Charter of the City of Milford immediately preceding the adoption of this Charter.
- (d) The bonds heretofore given by or on account of any official of the City of Milford shall not be affected or impaired by the provision of this Act but shall continue in full force for the benefit of the City of Milford.

ARTICLE XII. - REPEALER

This Act shall operate to amend, revise and consolidate "An Act to Reincorporate the City of Milford", being Chapter 148, Volume 72, Laws of Delaware, and the several amendments and supplements thereto. The Act shall be deemed to be a public Act and the parts hereof shall be severable and, in the event any part or section hereof shall be held unconstitutional, such holding shall not in any way invalidate the remaining provisions of this Act.

*It was agreed that some additional time is needed to incorporate the modifications that have been discussed. As a result, the May 24<sup>th</sup> meeting was canceled (in addition to some unavailability of members).*

*The next meeting is scheduled for Tuesday, June 14, 2016 at 5:30 p.m.*

*Mr. Norenberg reported he had a request from the fire chief to speak to this committee. It was pointed out that no public comment period has been scheduled so he will meet with him to determine what his intent is.*

*The solicitor suggests that a person submit any related request in writing and that can be brought before the committee if appropriate.*

*There being no further business, Mr. Burk moved to adjourn the Charter Review Committee meeting, seconded by Mr. Morrow. Motion carried.*

*The Committee Meeting adjourned at 7:10 p.m.*

Respectfully submitted,

Terri K. Hudson, MMC  
City Clerk/Recorder

MILFORD CITY COUNCIL  
MINUTES OF MEETING  
May 17, 2016

A Meeting of the Community Affairs Committee was held in the Joseph Ronnie Rogers Council Chambers at Milford City Hall on Tuesday, May 17, 2016.

PRESIDING: Community Affairs Committee Chair Lisa Ingram Peel

IN ATTENDANCE: Economic Development Committee Member:  
Councilman James Burk

Mayor Bryan Shupe

City Manager Eric Norenberg and Deputy City Clerk Christine Crouch

Chairwoman Peel called the Committee Meeting to order at 6:05 p.m.

City Planning Coordinator Rob Pierce presented the committee with a PowerPoint reporting that the city is considering modifying the maximum allowances in the downtown area and possibly on the commercial side.

He referenced the current zonings and limitations:

Zone	Description	Height-Stories	Height-Feet	Density
C-1	Community Commercial	3	35	12 Units/Acre
C-2	Central Business District	3	35	12 Units/Acre
C-3	Highway Commercial	3	35	12 Units/Acre

Mr. Pierce then reported the height of several structures in city for comparison purposes.

He advised the Spoon Mill water tower on Marshall Street is 115 feet and sitting on a grade 10 for a total 125 feet; the spire on top of the Calvary Methodist Church on Southeast Front Street is 65 feet and sits on an elevation of 16 feet for a total of 81 feet.

The Washington Street water tower near Milford Library is 135 feet with a ground elevation of 20 feet; the spire on the Presbyterian Church next to the city's customer service department is approximately 70 feet tall.

Jesus Love Temple is approximately 60 feet; the blue building downtown that houses Blooming Boutique and Milford Chronicle is 45 feet and is one of the taller buildings in the 'main street area'.

Though there are a number of buildings above the 35 feet allowed, he believes they would be considered three stories.

Mr. Pierce reported that in the City of Dover, two of their commercial zones (C2 and C2A) allow six stories and 75 feet.

Georgetown's urban business district has a max height of three stories and 35 feet. In their central commercial zone, Harrington has a height limitation of 45 feet though they do not specify a max on stories.

Smyrna allows three stories or 45 feet in their central commercial district.

The City of Seaford has created a Riverfront Enterprise Zone, which allows four stories/50 feet as a result of the ongoing development of the Downtown Development Designation (DDD) grant program they were awarded. They also increased their density significantly to 25 units per acre.

Ms. Peel asked if this is something new as a result of the designation or was this zoning always in place. Mr. Pierce said it was increased to accommodate certain projects in an effort to redevelop the areas along the river.

The planning coordinator then reported that the City of Dover's Highway Commercial district allows six stories/75 feet; Georgetown allows five stories/55 feet; Harrington allows 35 feet and Smyrna is three stories/45 feet.

He informed the committee that he has a request to increase our height restrictions along Route 1, though depending on the surrounding area, may or may not be a good idea.

Mr. Burk does not have a problem with height along the highway in the commercial areas. However, he has a concern with height downtown. He said we don't want to change the feel of the downtown and there is a reason we have a maximum of 35 feet and six stories will not fit in his opinion.

Ms. Peel asked if we are talking about six stories; Mr. Burk confirmed we are talking about six stories.

Mr. Norenberg explained this conversation is in preparation for Monday's meeting. Even though there is not enough time for code amendments and a planning commission hearing, they want a sense from the committee of what direction to go. The application will state that council will adopt ordinances necessary to implement the projects and concepts. They already have determined that height and density will have to be adjusted and would like some sort of cap. In addition, they do not want to over promise in the DDD application that council may not agree with later.

The city manager said he wants some direction before the final version of the application is presented to full council.

Ms. Peel confirmed that the mockup in the DDD application presented at the last council meeting was a six-story building; Mr. Norenberg stated that is correct. It was agreed there is a developer who would like to build a six-story building. Mr. Norenberg emphasized that neither he nor Mr. Pierce have endorsed that. However, they were willing to present a conceptual to city council though it sounds like the committee is uncomfortable with six stories.

Mr. Pierce added that they have been very clear that the projects in the applications are conceptual plans. They still have to work with the developer and the public to come up with a reasonable solution. Mayor Shupe pointed out that each project would still have to go through the approval process which includes reviews and public hearings before the planning commission, city council, etc.

Mr. Pierce referenced the 'heart' of the downtown adding that most of the height will be along the river to the east.

Ms. Peel stated that six stories is 'big' and Jesus Love Temple would be the next tallest at sixty feet; she agrees with Mr. Burk that it seems grandiose even in the image though that may be her initial reaction and some time may be needed to adjust to it. She asked if the developer is adamant about the six stories or are they willing to reduce it to four stories.

Mayor Shupe and Mr. Pierce both feel they would be willing to work with the city. The mayor continued by stating they would probably be willing to do four stories if they were able to acquire some additional parcels of land in the area which would allow them to spread out more.

The mayor agrees that six stories is too high as well.

Ms. Peel said there was no reaction by council or anyone else in the room when the six-story rendition was presented at the last meeting. She felt it was large but did not notice anyone that was shocked.

Mr. Pierce agreed adding that he gave it a good pause for some comments or questions; nothing was said so he moved on. He said it could be because it has to go through the approval process. Ms. Peel said that is true though the wind changes very quickly and some may not even recall it.

Mr. Burk said the same developer worked in Seaford and the renderings that he saw in the News Journal today were four stories though the site was larger. He said the buildings could be a square versus a rectangle to get more density.

Mayor Shupe feels another concern is parking and whether these buildings will have the space for adequate parking.

Mr. Burk read "allow flexibility related to setbacks, parking, building height while providing higher density." He questioned the flexibility with parking.

When asked if C2 requires two parking spaces; Mr. Pierce said it is not clear and the zone states there are no parking requirements in the C2 district though it lists residential as 12 units per acre. He feels they would want to meet the 2.5 spaces per unit. However, if it involves apartments, that could perhaps be left to the discretion of the planning commission and city council as a conditional use.

Mr. Burk anticipates hearing from a lot of the people that have complained to council over the years, and in particular from Hearthstone residents who will stress that parking needs to be considered and that we need to prevent their parking problems from recurring in the downtown area.

Mayor Shupe reiterated that they may be willing to purchase adjacent properties that are not currently utilized. The planner reported there was also talk about having parking below the structure if needed. He said some of these areas cannot be built on because of the floodplains; another five or six feet of that site would have to be built up to get above the base flood elevation.

Mr. Pierce said he was considering the height definition, or allowing some flexibility for structures that are built within the base flood elevation (BFE). Instead, the BFE would be the base of the height measurement for all structures in the city.

Ms. Peel confirmed that when the project was included in the Downtown Master Plan, the rendition showed a three-story structure which met our parking requirements. She recalled the positive reaction the project received when it was presented to the public.

Mr. Burk explained that what the developer is presenting is their whole concept. He explained their ideas for acquiring lands, amenities and uses.

Ms. Peel asked if limiting the project at three or four stories will jeopardize the project; Mr. Pierce does not believe so. She said there were a lot of things promised in the alternate plan that may not be able to be done. However, she recognizes its value and ideal location for building along the riverwalk and extending out.

From their meeting, Mr. Burk stated the developer will walk if the city does not receive the DDD.

He emphasized that if our height restrictions are changed and the city is not awarded the designation, we could have a developer put up a high rise apartment complex that would not fit the area.

Mr. Pierce added that if we receive the designation, this process will take a little while.

It was confirmed the intent the committee is to get some direction of what to put in the final draft which will be presented to city council on May 23<sup>rd</sup>. Though Ms. Peel will not be out of town that evening, she asked that Mr. Burk report back on behalf of the Community Affairs Committee that the limitation on height and density should be in a specific range versus higher relative to the downtown area.

The city manager added there is a potential second project asking for some height possibilities and they would like to report to those developers the feelings of city council.

Mr. Peel feels six stories is too much, five is odd and pointed out the only local municipality that allows that is the Town

of Georgetown and that is only in relation to highway commercial. Mr. Burk said this only relates to the new hotel south of Georgetown on Route 113.

The planner pointed out that more than likely it would be a hotel requesting that height; he does not anticipate that from a store or shopping center.

She suggests recommending the four stories.

When asked about highway commercial, Mayor Shupe stressed that we will need to consider where that commercial site would be located in relation to adjacent or close properties.

Mr. Pierce then presented two options:

- 1) *Create new districts to allow for greater height and/or density - C2A for downtown or C3A for a variation to highway commercial.*

*City Council would approve zoning changes.*

*Planning Commission and/or City Council would approve site plans or development plans.*

- 2) *Amend existing C2 – Central Business District and C3 – Highway Commercial District Use and Area Regulations.*

*Amendment would outline inherent height and density at existing levels.*

*Increased height would require a special exception from the Board of Adjustment based on existing criteria in the Code along with additional elements.*

*Board of Adjustment would have final decision on the increased height and density request.*

The planner explained the second option is one the City of Salisbury offers and would be straight by the book. For example, the Riverfront district in Salisbury allows 75 feet height. Any increase would require a special exception from the Board of Adjustment or Board of Zoning Appeals.

He noted that we have provisions in our code to allow for special exceptions though we don't have any. It would be based on criteria in the code that already exists, that we do not really utilize, along with some additional elements.

Mr. Pierce explained it would require a recommendation; the type of residential development proposed would be considered relative to the ability to accommodate the density, the ability to serve public utilities, any potential shadowing of neighboring properties, etc.

Mr. Burk suggests looking in Delaware for a potential case that may have already gone through our court system. Mr. Pierce said no one in Delaware has done this.

Mr. Pierce explained this was the recommendation from our solicitor and felt that the idea had some merit.

The planner then confirmed that the committee is recommending four stories. Mr. Burk agreed adding nothing higher; Mayor Shupe agreed.

Ms. Peel confirmed that the developer is aware of the floodplain issues; Mr. Pierce said it was mentioned at their meeting.

Mr. Pierce then discussed density explaining that in the R3, 16 units per acre are allowed for multi-family structures. He pointed out there are some areas on the outskirts of town that have a higher density than what is allowed downtown. He recalled that the City of Seaford is now allowing 25 units per acre.

However, he feels the governing factor of any project will be the parking requirements.

Mr. Burk asked how many acres are available on the river; Mr. Pierce explained they are not large pieces of land and the floodplain, parking and stormwater requirements will also need to be considered.

Mayor Shupe emphasized the need to maintain the integrity and quality of life still in the downtown area.

Mr. Pierce noted that in the R-3 zone, there are no distinguished setbacks. In this new zone, he would mimic the C-2 and allow one additional story.

When asked the area of the potential highway development, Mr. Pierce pointed to areas where the C-3 properties are located. He would be more focused along Route 1 and the bypass.

Mayor Shupe said they talked at the chamber meeting about the impact of the regional sports complex in Frederica. He stressed that James Waddington, Director of Kent Economic Partnership, had encouraged businesses not to build to peak to prevent them from sitting vacant throughout the off season.

Mr. Burk agreed that is a great point and referenced the dilapidated Travelers Inn which is at the gateway into our town.

Mayor Shupe agrees the properties closest to the overpasses would be more feasible because we do not anticipate DelDOT granting any additional ingress/egress off Route 1.

The committee then discussed density and Mr. Burk feels that 25 units is too much; Mr. Pierce feels we should at least match what we have in the R-3 district.

The planner further explained that in the application, under the economic development incentives, he indicated we have a draft ordinance. Also because the potential concept plan downtown does not meet our current land use regulations, the city has begun the process of discussing the creation of a new zoning district with increased but tightened density.

Mr. Pierce clarified that the city understands this is a huge idea and we are not committing to six stories though we are willing to work together and come up with a reasonable compromise.

Mayor Shupe agrees that anything more than four stories is overtowering. There is still a need to keep the quality of life what it is today while keeping the river healthy and recreational areas available for public use.

However, a housing option where people can walk to recreational areas, shops, restaurants, etc. is a benefit though it needs to fit in the overall plan. He believes that this developer can accomplish this with four stories.

Ms. Peel asked if this will encompass the current basketball courts and if the developer is willing to build other basketball courts over by the parks and recreation department as has been discussed; Mr. Burk said he talked with him about that as well. Mr. Norenberg pointed out the original funding sources, use of the parkland and relocation of the basketball court requires other approvals at the state and federal government levels. That will need to be factored into this plan so there will be many moving parts. They have already alerted Senator Tom Carper's Office that the city will need some help with some of these pieces, including this, along the way.

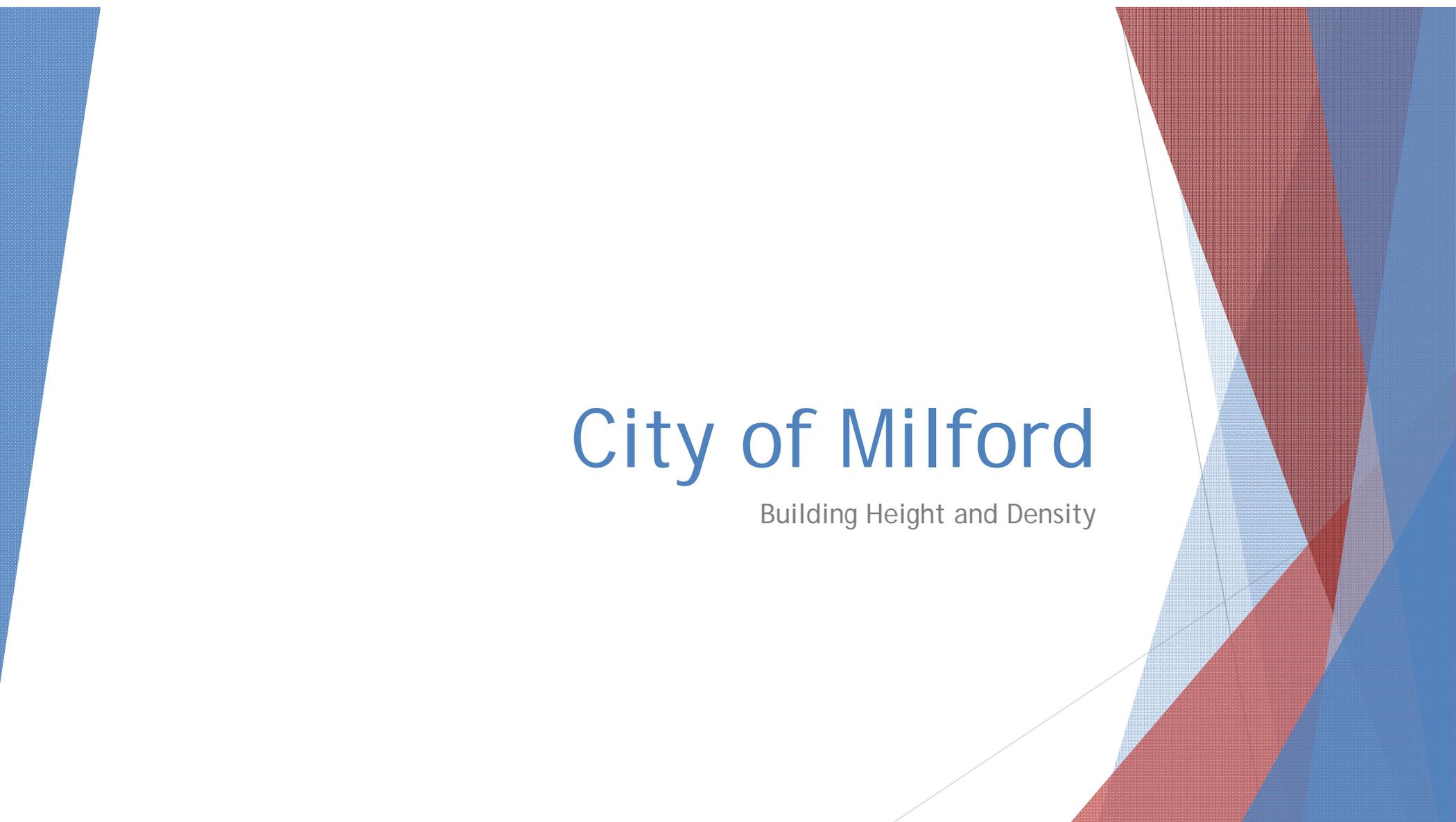
With no further business, Mr. Burk moved to adjourn the Community Affairs Committee meeting, seconded by Ms. Peel. Motion carried.

The Committee Meeting adjourned at 6:45 p.m.

Respectfully submitted,

Terri K. Hudson, MMC  
City Clerk/Recorder

Attachment:  
Presentation



# City of Milford

Building Height and Density

# City of Milford - Commercial Zones

	City of Milford	Height		Density
		stories	feet	
C1	Community Commercial	3	35	12 units per acre
C2	Central Business District	3	35	12 units per acre
C3	Highway Commercial	3	35	12 units per acre



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, Aero, © mapping, Aergrid, IGN, IGP, swisstopo, and the © 2012 User Community

Structure Height = 115'  
Ground Elevation = 10'



Structure Height = 65'  
Ground Elevation = 16'



Structure Height = 135'  
Ground Elevation = 20'

Structure Height = 70'  
Ground Elevation = 20'



Structure Height = 60'  
Ground Elevation = 20'

Structure Height = 45'  
Ground Elevation = 10'



# Other Jurisdiction - Commercial Zones

City of Dover		Height		Density
		stories	feet	
<b>C1</b>	<b>Neighborhood Commercial</b>	<b>2</b>	<b>30</b>	<b>7-15 units per acre</b>
<b>C1A</b>	<b>Limited Commercial</b>	<b>2</b>	<b>30</b>	
C2	Central Commercial	6	75	
C2A	Limited Commercial	6	75	
C3	Service Commercial	6	75 n/a	
C4	Highway Commercial	6	75 n/a	
<b>R-C</b>	<b>Recreation and Commercial</b>	<b>10</b>	<b>130</b>	
<b>IO</b>	<b>Institutional Office</b>	<b>10</b>	<b>150</b>	
<b>C-PO</b>	<b>Commercial Professional Office</b>	<b>3</b>	<b>45</b>	

Town of Georgetown		Height		Density
		stories	feet	
UB1	Urban Business	3	35	12 units per acre
<b>UB2</b>	<b>Neighborhood Business</b>	<b>2</b>	<b>24</b>	
<b>UB3</b>	<b>Professional Business</b>	<b>2</b>	<b>24</b>	
HC	Highway Commercial	5	55	12 units per acre
<b>MR1</b>	<b>Multifamily Residential</b>	<b>3</b>	<b>35</b>	

City of Harrington		Height		Density
		stories	feet	
<b>C1</b>	<b>Neighborhood Commercial</b>		<b>35</b>	
C2	Central Commercial Zone		45	8 units per acre
C3	Service Commercial		35	

City of Seaford		Height		Density
		stories	feet	
C-3	Riverfront Enterprise Zone			
	Multifamily along Riverfront	4	50	25 units per acre

Town of Smyrna		Height		Density
		stories	feet	
<b>LC</b>	<b>Local Commercial</b>	<b>3</b>	<b>45</b>	
CC	Central Commercial	3	45	12 units per acre
HC	Highway Commercial	3	45	

# Zoning Code Amendment Options

- ▶ Create new districts to allow for greater height and/or density.
  - ▶ City Council would approve zoning changes.
  - ▶ Planning Commission and/or City Council would approve site plans or development plans.
- ▶ Amend existing C2 - Central Business District and C3 - Highway Commercial District Use and Area Regulations.
  - ▶ Amendment would outline inherent height and density at existing levels.
  - ▶ Increased height would require a special exception from the Board of Adjustment based on existing criteria in the Code along with additional elements.
  - ▶ Board of Adjustment would have final decision on the increased height and density request.

MILFORD CITY COUNCIL  
MINUTES OF MEETING  
May 23, 2016

Milford City Council held Public Hearings on Monday, May 23, 2016 in the Joseph Ronnie Rogers Council Chambers at Milford City Hall, 201 South Walnut Street, Milford, Delaware.

PRESIDING: Mayor Bryan W. Shupe

IN ATTENDANCE: Councilpersons Christopher Mergner, Arthur Campbell, James Burk,  
Owen Brooks Jr., Douglas Morrow, James Starling Sr and Katrina Wilson.

City Manager Eric Norenberg, Police Chief Kenneth Brown and  
Deputy City Clerk Christine Crouch

COUNSEL: City Solicitor James Sharp, Esquire

Mayor Shupe called the Public Hearing to order at 7:01 p.m.

Planning Coordinator Rob Pierce was also present.

*Ordinance 2016-03  
Code of the City of Milford Part II-General Legislation  
Chapter 230-Zoning Code Article I-General Provisions  
§230-4 - Definitions and Word Usage  
Adoption/Ordinance 2016-03*

Planner Pierce recalled this ordinance was introduced at the previous meeting and redefines/modifies the language for the planned united residential development. The actual conditional use criteria conflicted with one another area in regard to whether or not commercial was optional or mandatory and this will clarify it is optional.

Mr. Burk said that currently, the code encourages commercial to have a business use on the first floor in order to have height above what is normal. He asked if that is being eliminated because of a conflict.

Mr. Pierce noted that the city has numerous PUD's with no commercial though they may have community buildings or similar structures.

He confirmed there are no pending applications this amendment will affect. In his opinion, the project being questioned did not meet the various housing requirements in the definition (single family homes, townhouses, duplexes, etc.). Instead it strictly applied to multi-family units. He does not believe removing this will change what is not permitted.

Mr. Pierce further explained that the criteria states up to 25% of the total acreage within the PUD may be available for nonresidential uses including neighborhood commercial which conflicts with what is mandatory. The change would mirror the PUD definitions in other municipal codes.

When Mayor Shupe asked for public comment. There being no comment, the floor was then closed for public comment.

Councilman Mergner moved to adopt Ordinance 2016-03, seconded by Mr. Campbell:

*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 use of buildings, structures and land for residence, trade, industry and other purposes; create districts for said purpose and establish a Board of Adjustment; and impose 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; and*

*WHEREAS, the City defines and interprets certain words and phrases used in the Zoning Chapter.*

*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.*

*230-4 Definitions and Word Usage shall be amended as follows:*

*PLANNED UNIT RESIDENTIAL DEVELOPMENT - A development providing housing of various densities, lot sizes, lot coverage and types, including related ~~commercial~~, recreational and community facilities. **The development may include commercial uses that are designed to serve the convenience needs of the residents of the development.** The area of land required for a planned unit residential development shall be at least 10 contiguous acres except in the City Core area where the required area shall be two acres. For purposes of this definition the City Core area shall be identified as follows:*

*Starting at the location of the intersection of the center line of US 113 and the center line of DE 14 (also known as NW Front Street in Milford, Delaware), and*

*Proceeding east along the center line of DE Route 14 (NW Front Street) to the intersection of the center line of DE Route 14 (NW Front Street) and the center line of Truitt Avenue, and*

*Proceeding north along the center line of Truitt Avenue to the intersection of the center line of Truitt Ave and North Third Street, and*

*Proceeding east along the center line of North Third Street to the intersection of the center line of North Third Street and the center line of West Street, and*

*Proceeding north along the center line of West Street to the intersection of the center line of West Street and the center line of North Fourth Street, and*

*Proceeding east along the center line of North Fourth Street to the intersection of the center line of North Second Street, and*

*Hence approximately 290 feet N 50° W along the nearest property lines and hence approximately 1,470 feet N 35° E along the nearest property lines to the center line of Business Route 1 (also known as Rehoboth Boulevard), and*

*Proceeding southeast along the center line of Business Route 1 to the intersection of the center line of Business Route 1 and South East Front Street, and*

*Proceeding west along the center line of South East Front Street to the intersection of the center line of South East Front Street and the center line of Walnut Street, and*

*Proceeding south along the center line of Walnut Street to the intersection of the center line of Walnut Street and the center line of Causey Avenue, and*

*Proceeding west along the center line of Causey Avenue to the interception of the center line of Causey Avenue and center line of the railroad right-of-way (also known as the Norfolk Southern tracks), and*

*Hence approximately 3,280 feet N 70° W along the north shore of Silver Lake as mapped by a solid blue line on the 1993 US Geological Survey Milford DE 7 1/2 minute quadrangle map, to the center line of the north-bound lanes on the US*

*Route 113 bridge over Silver Lake, and*

*Proceeding north along the center line of the northbound lanes of US Route 113 to the point of beginning at the intersection of the center line of the northbound lands of US Route 113 and the center line of DE Route 14 (also known as Northwest Front Street).*

*Section 3. Dates.*

*Planning Commission Review and Public Hearing: 04/19/16*

*City Council Introduction: May 9, 2016*

*Adoption: May 23, 2016*

*Effective: June 2, 2016*

Motion carried with no one opposed.

*Ordinance 2016-07*

*Adoption/Ordinance 2016-07/Parks & Recreation/Extends Sunday Park Hours*

City Manager Norenberg recalled this ordinance was also introduced at the last meeting noting this is a minor time change to the Parks and Recreation Code relating to special events on Sundays. The proposed change would adjust the time from 1 pm thru 6 pm to noon until 7 pm in which an event could occur on Sundays in city parks.

Mr. Norenberg explained the change is being proposed to align with DMI's Brewgrass Festival already scheduled on Sunday, June 12<sup>th</sup>. He consulted with one of the neighboring properties (Calvary Church) which is located on the south side of the park to confirm they are comfortable with noon as long as the noise, music and congestion created by this event will not start prior to noon (they have services until noon).

Mayor Shupe asked for questions or comments from city council; Mr. Morrow verified this time will apply to any future event and not just the Brewgrass Festival. The city manager stated that is correct.

Mayor Shupe asked for comments or questions from the public. There being none, he closed the floor for public comment.

Mr. Starling moved to adopt Ordinance 2016-07 as presented, seconded by Mr. Morrow:

*WHEREAS, pursuant to the Code of the City of Milford, City Council is hereby authorized to regulate the public use of the city's facilities, including parks, to provide for the safe and orderly use thereof; and*

*WHEREAS, Chapter 165 of the Code of the City of Milford, entitled Parks and Recreation was created to develop operational policies and standards for the use of Milford City Parks to be applied in Special Event contracts and the appropriateness of such events throughout the park system; and*

*WHEREAS, at the time of its adoption, Special Event Hours on Sunday were restricted from 1:00 p.m. until 6:00 p.m.; and*

*WHEREAS, Downtown Milford, Incorporated properly submitted a request for their 2<sup>nd</sup> Annual Brewgrass Festival to be held on Sunday, June 12, 2016; and*

*WHEREAS, on January 11, 2016, City Council approved the Special Event request to begin at 12:00 noon and end at 7:00 p.m., which is in conflict with the current code; and*

*WHEREAS, in an attempt to encourage activity in the downtown area, City Council now deems it suitable to repeal the Sunday hours of 1:00 p.m. through 6:00 p.m. and adopt the amended hours of 12 noon through 7:00 p.m.*

***NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY OF MILFORD THAT:***

***SECTION 1. City Council of the City of Milford hereby amends §165-6 (H)(2) to read as follows:***

*§ 165-6. - Rules and regulations.*

*H. Special event hours are restricted to the following times:*

*(2) ~~Sunday 1:00 p.m. to 6:00 p.m.~~*

*(2) Sunday 12 noon to 7:00 p.m.*

*SECTION 2. Dates.*

*City Council Introduction: May 9, 2016*

*Adoption: May 23, 2016*

*Effective: June 2, 2016*

Motion carried.

Having no further business, Mr. Mergner moved to adjourn the Public Hearing, seconded by Mr. Starling. Motion carried.

The Public Hearing adjourned at 7:10 p.m.

Respectfully submitted,

Terri K. Hudson, MMC  
City Clerk/Transcriber

MILFORD CITY COUNCIL  
MINUTES OF MEETING  
May 23, 2016

A Meeting of Milford City Council was held in the Joseph Ronnie Rogers Council Chambers at Milford City Hall on Monday, May 23, 2016.

PRESIDING: Mayor Bryan W. Shupe

IN ATTENDANCE: Councilpersons Christopher Mergner, Arthur Campbell, James Burk, Owen Brooks Jr., Douglas Morrow, James Starling Sr and Katrina Wilson.

City Manager Eric Norenberg, Police Chief Kenneth Brown and Deputy City Clerk Christine Crouch

COUNSEL: Assistant City Solicitor James Sharp, Esquire

CALL TO ORDER

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

INVOCATION AND PLEDGE

The Pledge of Allegiance, led by Boy Scout Jose' Alveroso, followed the invocation given by Councilman Starling.

RECOGNITION

*Proclamation 2016-04/American Cancer Society/Relay for Life/Paint the Town Purple Day*

Mayor Shupe read the following proclamation into record:

*WHEREAS, an estimated 5,280 people from Delaware are diagnosed with cancer each year and 2,010 people from Delaware will not survive; and*

*WHEREAS, the City of Milford is joining more than 5,200 other communities worldwide to host the American Cancer Society's Relay for Life, an event that celebrates cancer survivors and remembers those who are no longer with us; and*

*WHEREAS, Relay for Life raises funds to help the American Cancer Society create a world with less cancer and more birthdays by helping people stay well, get well, find cures and fight back; and*

*WHEREAS, purple is the signature color of the American Society's Relay for Life events; and*

*NOW, THEREFORE, I, Bryan W. Shupe, Mayor of the City of Milford, do hereby proclaim June 10, 2016 as*

*PAINT THE TOWN PURPLE DAY IN THE CITY OF MILFORD*

*and urge all citizens to recognize and participate in the anti-cancer campaign while remembering loved ones lost to the disease, supporting individuals living with cancer, honoring caregivers and joining the City of Milford's FIGHT AGAIN CANCER. Only together will we find a cure!*

*IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City to be affixed hereto this 23rd day of May 2016.*

COMMUNICATIONS & CORRESPONDENCE

Mayor Shupe invited council members and the public to attend Bayhealth's groundbreaking ceremony at their new site tomorrow morning at 10:00 a.m. along with Governor Jack Markell and other dignitaries who will be in attendance.

Councilman Starling informed Mayor Shupe that he has not been able to attend some recent activities due to some health challenges he is currently facing.

City Manager Norenberg reminded council the finance committee will hold their budget hearings on June 7<sup>th</sup> and June 8<sup>th</sup> at 5:30 p.m. A third night (June 9<sup>th</sup>) is also scheduled though he hopes the review and recommendation is complete on Wednesday.

He also recalled that a photographer will be here on June 7<sup>th</sup> beginning at 4:00 p.m. to take council pictures. Council members will be contacted with available times.

#### UNFINISHED BUSINESS

*Appointment/Workforce Development Commissioner*

*Appointment/City of Milford Planning Commissioner*

*Appointment/City of Milford Appeal Board*

Mayor Shupe reminded council the application for these vacancies is on the city website. We have received some applications, though a number of residents expressed an interest but have not yet submitted their information.

He encouraged council to contact any potential constituent to apply.

*Downtown Development District Amended Presentation/Planning Coordinator Rob Pierce*

The planning coordinator referenced the following items that have been modified since its original presentation. (presentation attached):

#### 4.0-Local Incentives

Water, Sewer and Electric Impact Fee Waivers

Other Permit and Fee Waivers

Land Installment Contract

Property Tax Abatement

Realty Transfer Tax Rebate

Streamlined Permitting and Approval Process DMI Revolving Fund Loan

Mr. Pierce explained that initially the city was waiving any revenue fee or source associated with a building permit. However, that has since been scaled back to exclude utility service connection fees. As a result, water, sewer and electric impact fee waivers will remain, as well as the building permit fee, land use application fee, engineering review and professional services (legal, etc.)

The property tax abatement proposal has also been slightly modified. Initially, properties converting from rental units to 'first-time home buyers' would be eligible for the property tax abatement. The first time requirement has been changed to 'owner-occupied housing' with a potential full tax abatement of up to ten years, subject to continued occupancy by that property owner.

The realty transfer tax rebate initially stated 'rental properties' converting to 'owner occupied'. Contrary to the previous property tax abatement, 'owner occupied' was removed and the realty transfer tax abatement will only apply to the buyer who qualifies as a first-time home buyer as stated in Chapter 178-2(D).

The planner then referenced a summary table outlining incentives for both residential and commercial properties within the district.

When asked by Mr. Campbell what the policy for tax abatements has been in the past, Mr. Pierce explained there is nothing in writing. Tax abatements were presented on a case-by-case basis and he is unsure how the terms were decided.

Mr. Burk confirmed the city is using third parties for legal and engineering services because we do not have a city engineer; Mr. Pierce stated that is correct and a line item is included in the planning department and public works' budget.

Mr. Burk asked if that would include a legal challenge from an adjoining property owner on a land issue, according to the planner, that was not taken into consideration.

Mr. Norenberg explained that if a nearby resident was to challenge a project, the applicant would be challenging the decision made by the city.

Mr. Burk said the engineering concerns him as council has the potential to see some sizable projects that could result in some very large bills; in particular he is referring to those he has seen as a member of the community affairs committee. Mr. Pierce commented that most of the planning review is now done in house and he anticipates even more public works' review in house once the new public works director is hired. He thought about removing it because those fees can be significant, though he can only think of two or three projects that would require formal site plan and utility reviews.

Mr. Pierce then referenced the hypothetical summary mixed-use development involving 48 units at a construction cost of \$5 million. Upon completion, the estimated assessment would be almost \$8 million. Actual construction and related fees were broken out and the result is a \$611,000 city incentive package. The full 20% DDD rebate from the State of Delaware would be another \$1 million for a total of \$1.6 million in incentives.

Ms. Wilson expressed concern with the ten-year tax abatement. She is excited to get this point but as a taxpayer, she feels we should consider a shorter term before this is finalized.

Mr. Brooks asked if reducing the tax abatement to five years would hurt our chances for the designation. Mr. Pierce said that is difficult to answer and pointed out that Milford's application will mirror the incentives offered by the successful towns and cities designated during the first round. When asked for specifics, he reported the City of Dover offers a ten-year tax abatement, the City of Seaford offers only a few incentives and the City of Wilmington has a similar package to what Dover provides.

It was confirmed that the City of Seaford offered very few incentives, though they were awarded the designation.

Mayor Shupe is unsure if reducing the tax abatement to five years would eliminate Milford from the competition based on the other incentives we are offering.

Mr. Campbell agrees with Ms. Wilson that ten years is a very long time. He noted that the average appears to be five to seven years and that ten years is a long time.

Mr. Pierce said any modifications can be made at the time the resolution is adopted.

The planner then referenced similar scenarios for a residential rehab and/or commercial rehab, in which the abatement/incentives would be based on whether or not the value of the improvement is 50% more/less of the property value.

Mr. Mergner asked what happens to the tax abatement if the property is sold; Mr. Pierce said that needs to be clarified as well. He said the one that converted from a rental to home ownership states 'with continued occupancy' though he will clarify if that should remain only with the owner/applicant.

Mr. Burk asked to consider keeping the ten-year tax rebate for residential but not commercial; Mr. Mergner pointed out that is a lesser value.

Mr. Norenberg said he reviewed the Wilmington application in which similar incentives were discussed though not in

terms of years. He does not believe reducing the abatement term to five years will be a deal breaker though we are facing a stiffer group of competition in the second round.

Mr. Pierce then continued his review of the amended application referencing Section 5.0 Consistency with Planning Documents:

Comprehensive Plan  
State Strategies for Spending  
**Plan and Land Use Regulations**  
Special Districts  
Energy Efficiency and Environmentally Sensitive Development

He commented that some of the large projects do not meet the current zoning requirements. Potentially, we would need to create a new zoning category for this district. He recalled that earlier this month, the community affairs committee met to discuss a possible amendment to the zoning code which would allow for increased height or density. The application indicated the city is aware that some of the proposals are inconsistent with the code and that we will work together to come up with a potential solution. The committee discussed similar districts in Smyrna, Dover, Georgetown, Seaford and Harrington and compared downtown height/density.

At some point a draft ordinance will be prepared for review by the planning commission and city council based on the current C-2 Central Business District and focusing on the promotion of mixed use developments.

Community Affairs Committee Member Burk then reported that the proposal was for six stories. Following a lengthy conversation and considering the pros and cons, the consensus of the committee was that four stories was more appropriate.

Mr. Pierce said he did not commit to any particular number in the application nor does he want council to commit to anything here because this is not the proper format in which to discuss a zoning code change.

After discussing a new condominium building in downtown Dover that is extremely tall, Mr. Brooks stated that several stories can be added but it needs to be in area where it fits. Putting it in the middle of a single family home district will not work.

Mr. Pierce said he will provide the same data so he will have some idea of what to put in the first draft. After tonight, he will update the public participation and council approval process based on these recommendations.

*Adoption/Resolution 2016-08/Authorization to Submit DDD Application*

Ms. Wilson moved to adopt Resolution 2016-08 with an amendment to the plan to reduce the Real Estate Property Tax Abatement as stated from a ten-year abatement to a five-year abatement on new residential and commercial construction and ten-year abatement on new residential and commercial rehabilitations, seconded by Councilman Burk:

*WHEREAS, under the Downtown Development Districts Act, 22 Del.C. §§ 1901 et seq. (the "Act"), the State of Delaware may designate districts within Delaware's cities, towns, and unincorporated areas that will qualify for significant development incentives and other State benefits; and*

*WHEREAS, these districts are to be known as Downtown Development Districts ("Districts"); and*

*WHEREAS, the State is accepting applications for the designation of the second round of Districts, with such applications being due on June 1, 2016; and*

*WHEREAS, under the Act, each applicant must submit a plan that includes the boundaries of, and a detailed planning and development strategy for, the proposed District (the "District Plan"); and*

*WHEREAS, under the Act, each applicant must also propose incentives that address local economic and*

*community conditions that will help achieve the purposes set forth in the Act (the "Local Incentives"); and*

*WHEREAS, if an application is successful and the City of Milford receives District designation, the District Plan and Local Incentives proposed by an applicant shall be binding upon the applicant; and*

*WHEREAS, the incentives associated with designation as a Downtown Development District would greatly benefit current and future residents, businesses, nonprofit organizations and others within the City of Milford; and*

*WHEREAS, the City Council of the City of Milford strongly believes that it is in the best interest of the City of Milford to reapply for the District designation.*

*NOW, THEREFORE, Be It Resolved, by The City of Milford:*

- 1. The City Council supports the Application for Designation as a Downtown Development District prepared by the City of Milford Planning Department dated May 24, 2016 (the "Application"); and*
- 2. The City of Milford is authorized to appoint a District administrator (the "Administrator") to file the Application on behalf of the City, and to provide such other documents and information as may be necessary or desirable in connection with the Application; and*
- 3. If the Application is successful and the City of Milford receives notice that it has been selected for designation as a District:*
  - a. The City shall adhere to the District Plan and the Local Incentives contained in the Application for the duration of the District designation; and*
  - b. The Mayor and/or City Manager, as applicable, is authorized to execute such documents and enter into such agreements as may be necessary or desirable in connection with the Downtown Development Districts program and the rights and obligations of the City of Milford thereunder; and*
  - c. The Administrator, or his or her designee(s), is authorized to carry out all District administrative and reporting requirements on behalf of the City of Milford for the duration of the District.*

Motion carried.

## NEW BUSINESS

### *Bid Award/DBF/Truitt Avenue and Washington Street Utility Repair Project*

City Manager Norenberg reported that this work ties into the ongoing Truitt Avenue Rehabilitation Project. There was a delay in awarding the street repair portion of the project because the video of the sewer lines was needed beneath the street where several problem areas were found and needed addressing. DBF's opinion was to do a lining project of the sewer versus removing/replacing it.

Because the street project is underway, it was felt this was urgent and after consulting our city solicitor, the city followed an emergency procurement process whereby the formal bidding process was waived and instead four vendors contracted for quotes.

He reported that one is favorable and within our budget and referenced the following letter of recommendation from Randy Duplechain PE of Davis. Bowen and Friedel:

*As you are aware our office prepared project specifications and bid documents and then solicited bid quotes from four (4) qualified contractors to perform the work associated with the above-referenced project. The work in general includes the interior structural lining of approximately 1,300 linear feet of gravity sewer on Truitt Avenue and 70 linear feet of gravity sewer on Washington Street. Also included is the sectional lining of a portion of leaking storm sewer pipe on*

*Washington Street.*

*Of the four companies contacted only one responded to our request for a project quote. We have reviewed the attached bid and find it to be in order. We therefore recommend City Council award this project to Fast Pipe Lining East, Inc. for the estimated amount of \$67,615.00.*

*Total project costs including engineering, contract administration and inspection services are estimated to be \$75,000.00. The funds necessary to cover the project cost are already included in the Public Works Department's sewer budget, however, the three-year funding limit to utilize this money expires at the end of June. We therefore request that as part of this approval City Council extend the time to utilize the already budgeted funds so this project can be completed.*

Mr. Morrow moved to award the Truitt Avenue/Washington Street Utility Repair Project to Fast Pipe Line East, Incorporated in the amount of \$67,615.00, seconded by Mr. Brooks. Motion carried.

*Chapter 77 Waiver/Chamber of Commerce for Greater Milford/Alcohol Waiver/Red, White & Brew 5K*

The following request for a Special Event Alcohol Waiver was received from Executive Director Jo Schmeiser:

*The Chamber of Commerce for Greater Milford is preparing for their annual Red, White and Brew 5K Run/Walk. The date for the event will be Saturday, June 11, 2016 at 9:30 a.m. and the location will be the Greater Milford Business Park and Independence Commons.*

*The start and ending location will be at Cross Fit Vicarious at 1008 Mattlind Way in the city's business park. Because of the number of participants expected, this will most likely occur outside the facility.*

*Because Chapter 77 of the Milford City Code prohibits the possession of open containers of alcoholic beverages, we are respectfully requesting your permission that beer be permitted in the outside areas surrounding Cross Fit Vicarious for this special event. Those consuming alcohol would be restricted to their property. An application for a Gathering License has been submitted to the State of Delaware Division of Alcohol and Tobacco Enforcement. We understand the city's approval is contingent upon the state's approval.*

Assistant Solicitor Sharp asked the record reflect that because he is a Board Member of the Chamber of Commerce for Greater Milford, he will recuse himself from any questions or comments needed.

Mr. Morrow moved to approve the waiver as requested, seconded by Ms. Wilson. Motion carried.

*FY 2015-16 Budget Adjustment/Council Expense/International Association of Chiefs of Police Conference Expenses/Councilman Morrow & Burk*

City Manager Norenberg explained that he can approve transfers administratively within a particular department's budget if funds are available in another line if it is a legitimate expense. However, cross department or transfers that require additional appropriations require council approval.

Because this is the second conference paid from this fiscal year, there are insufficient funds to pay the airline and police chiefs' conference registration fees. As result, a transfer will be approved.

Mr. Morrow moved to authorize the transfer of \$2,300 from General Fund Reserves into the Council Expense account 101-1110-411.68.13 to cover the cost of the airline and registration fees for Councilman Morrow and Councilman Burk to attend the 2016 Police Chiefs' Conference in San Diego, seconded by Mr. Mergner. Motion carried.

*FY 2015-16 Budget Adjustment/Council Expense/Laptop Replacement*

The city manager explained that a replacement laptop was needed for our newest council member and he is unable to approve transfers from one department to another which is why this was added to the agenda.

Mr. Brooks moved to transfer \$450 from the Election Salary account 101-1210-414.10-10 to the Council Expense account 101-1110-411.68.13, seconded by Mr. Burk. Motion carried.

#### EXECUTIVE SESSION

Mr. Mergner moved to go into Executive Session reference below reasons, seconded by Ms. Wilson:

*Pursuant to 29 Del. C. §10004(b)(4) Collective Bargaining Update*

*Pursuant to 29 Del. C. §10004(b)(2) Purchase and Sale of Land*

*Pursuant to 29 Del. C. §10004(b)(2) Purchase of Land*

Motion carried.

Mayor Shupe recessed the Council Meeting at 7:45 p.m. for the purpose of an Executive Session as permitted by Delaware's Freedom of Information Act.

#### RETURN TO OPEN SESSION

City Council returned to Open Session at 8:11 p.m.

*Teamsters Local 326 Agreement*

No action needed as reported by Mayor Shupe.

*Purchase & Sale of City Property*

Ms. Wilson moved that City Council authorize the purchase of the property discussed in Executive Session using the economic development fund and that the same property be subsequently resold, as discussed, using a land installment contract, seconded by Mr. Mergner. Motion carried.

*Confirmation/Funding Source/Previously Approved Land Purchase*

Mr. Mergner moved that City Council confirm that the property previously authorized by City Council to be purchased for economic development purposes be paid for using the economic development fund and funds allocated under Resolution 2015-03 committed for the implementation of the final downtown master plan, seconded by Ms. Wilson. Motion carried.

#### ADJOURN

Having no further business, Mr. Mergner moved to adjourn the Public Hearing, seconded by Mr. Starling. Motion carried. The Council Meeting adjourned at 8:16 p.m.

Respectfully submitted,

Terri K. Hudson, MMC  
City Clerk/Transcriber

Attachment:

DDD Incentive Summary Table

Type	Project	Electric Impact Fee Waiver	Water Impact Fee Waiver	Sewer Impact Fee Waiver	Building Permit Fee Waiver	
Residential	New Development	X	X	X	X	
	New Construction	X	X	X	X	
	Renovation	> 50% of Assessed Value	X	X	X	X
		< 50% of Assessed Value	X	X	X	X
	First Time Homebuyer					
	Rental converted to Owner Occupied					
Commercial	New Development	X	X	X	X	
	New Construction	X	X	X	X	
	Renovation	> 50% of Assessed Value	X	X	X	X
		< 50% of Assessed Value	X	X	X	X

Type	Project	10-Year Tax Abatement	10-Year Tax Abatement on Value of Improvements	Transfer Tax Waiver	Land Use Application Fee Waiver	Legal & Engineering Fee Waiver	
Residential	New Development	X			X	X	
	New Construction	X					
	Renovation	> 50% of Assessed Value	X				
		< 50% of Assessed Value		X			
	First Time Homebuyer			X			
	Rental converted to Owner Occupied	X					
Commercial	New Development	X			X	X	
	New Construction	X					
	Renovation	> 50% of Assessed Value	X				
		< 50% of Assessed Value		X			

