

City of Milford



AGENDA

Council Meeting

November 22, 2010

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

7:00 P.M.

PUBLIC HEARING

Community Development Block Grant Program - Sussex & Kent County - Fiscal Year 2011
Adoption of Resolutions

COUNCIL MEETING

Call to Order - Mayor Joseph Ronnie Rogers

Invocation

Pledge of Allegiance

Communications

Unfinished Business -

New Business

Resolution 2010-17/Charter Change/Election Date/Easter Weekend Conflict

Ordinance 2010-20/Water Code Amendment

Cell Tower Lease/Open Range Communications, Incorporated*

Bid Award/450 Truck with Dump Body/Water Department**

Adjourn

WORKSHOP

Call to Order - Mayor Joseph Ronnie Rogers

Circle of Light, Incorporated/Milford Cold Weather Shelter

Office of State Planning/Southeast Master Plan

Adjourn

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.

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.

City of Milford



The City of Milford, Delaware, in cooperation with the Sussex County Council, the Levy Court of Kent County, Delaware and the Delaware State Housing Authority (DSHA) will hold a public hearing on **Monday, November 22, 2010 at 7:00 p.m.** at Milford City Hall, 201 South Walnut Street, Milford, Delaware, for the purpose of providing any interested citizens the opportunity to comment on the municipality's application for funds under the Delaware Community Development Block Grant (CDBG) Program. In accordance with the Section 106 Review Process established by the National Historic Preservation Act of 1966, as amended, comments are especially encouraged from interested agencies and individuals with respect to undertakings that may affect historic properties of significance to such agencies & individuals.

This federally funded program will provide grants amounting to \$2,000,000 (funding level subject to change) to support Community Development Activities in eligible local governments in Kent and Sussex Counties. The public hearing will also include a status report for Milford's FY-10 projects.

For further information on this hearing, please contact Sussex County Department of Community Development at 855-7777 or the Kent County Department of Planning Services at 736-2014.



DOVER
(302) 739-4263
(302) 739-6122 FAX
(302) 739-7428 TDD

18 THE GREEN
DOVER, DELAWARE 19901
TOLL FREE: (888) 363-8808

WILMINGTON
(302) 577-5001
(302) 577-5021 FAX

October 21, 2010

MEMORANDUM

TO: Eligible Communities within Kent and Sussex Counties
Kent County Levy Court
Sussex County Council

FROM: Anas Ben Addi, Director *AB*

SUBJECT: **Delaware FY2011 Community Development Block Grant
Program Guidelines and Application Package**

Enclosed please find the final FY2011 State of Delaware Community Development Block Grant (CDBG) Program Guidelines and Application Package. A public meeting on the Guidelines was held on October 6, 2010, the last day of the comment period. The Program Guidelines and Application Package have been changed from last year's program as follows:

- Under Section III.D.3., the maximum allocation for all administrative and program delivery costs for any single applicant shall not exceed \$160,000 in any program year;
- Under Section I.E.2.e., all target area information must be received in the DSHA office at 18 The Green, Dover, Delaware 19901, no later than 4:00 p.m. on January 28, 2011; and
- A New Section, III.A.1.g. has been added to allow applications for Emergency Home Repair funds.

The deadline for receipt of completed FY2011 CDBG applications at the Delaware State Housing Authority, 18 The Green, Dover, DE 19901 is 4:00 p.m. on March 2, 2011.

Eligible Communities and Kent and Sussex Counties
October 21, 2010
Page Two

Please do not submit more or less than the required one original and two copies of each application.

Incomplete or otherwise deficient applications will be returned to the applicant and will not be permitted to be amended.

If you have any questions regarding the Program Guidelines or Application Package, please feel free to call Andrew Lorenz of the Community Development Section at (302)739-4263 ext. 261 or you may reach him via e-mail at andy@destatehousing.com. Thank you.

ajl:mjh

Enclosures

cc: Timothy S. McLaughlin, w/o enclosures
Kimberly P. Brockenbrough, w/o enclosures
Andrew J. Lorenz

STATE OF DELAWARE
DELAWARE STATE HOUSING AUTHORITY
DELAWARE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
PROGRAM GUIDELINES FOR FY2011

I. GENERAL

A. Scope and Applicability

These Program Guidelines describe the Delaware Community Development Block Grant (CDBG) Program for Kent and Sussex Counties in Delaware. Funds for this program, when appropriated by the U.S. Congress, are provided in a block grant to the state by the U.S. Department of Housing and Urban Development (HUD) pursuant to Section 106 of the Housing and Community Development Act of 1974, as amended by the Housing and Community Development Act of 1992, and in accordance with HUD rules, regulations and program memoranda.

B. Administration

The Delaware State Housing Authority (DSHA) administers the Delaware CDBG Program. The purpose of DSHA is to provide affordable, decent, safe, and sanitary housing to low- and moderate-income persons.

C. Program Design and National Objectives

The Delaware 2011 CDBG Program has been designed so as:

1. to give maximum feasible priority to activities which will benefit low- and moderate-income families;
2. to aid in the prevention of slums and/or blight; and
3. to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and where other financial resources are not available to meet such needs.

Each CDBG activity must be an eligible activity, and it must comply with one of the above three national objectives. Subgrantees shall ensure that the following records are maintained and kept up to date: 1.) records demonstrating that each activity undertaken meets one of the national objectives; and 2.) a full description of each activity carried out (or being carried out) in whole or in part with CDBG funds, including the nature and purpose of the activity, its location (if the activity has a geographical location) and the amount of CDBG funds budgeted, obligated and expended for the activity.

EXCEPT THAT the aggregate use of Title I funds received by the state during the period of Federal Fiscal Years 2010, 2011 and 2012 shall principally benefit persons of low and moderate income in a manner that ensures that not less than 70 percent of such funds are used for activities that benefit low- and moderate-income persons. In order to comply with the 70 percent principal benefit requirement, it is further agreed that not less than 70 percent of the total FY11 CDBG Grant shall be utilized for activities that benefit low- and moderate-income persons as defined in Section I.D. of these Program Guidelines.

D. Low- and Moderate-Income Definition

1. Low- and moderate-income persons are those persons whose incomes do not exceed the income limits for lower-income families pursuant to Section 8 of the United States Housing Act of 1937 as amended, and provided to the state of Delaware by HUD in a table of income limits as set forth by dollar amount and family size. (These income limits are periodically revised by HUD and are made available by the DSHA to all units of general local government and counties in Delaware eligible for this program. See Attachment "A" to these Program Guidelines for the most recent figures dated 3/20/07).
2. Low- and moderate-income households are all persons occupying the same housing unit, regardless of their relationship to each other, whose combined incomes do not exceed the income limits described in paragraph I.D.1., above.

E. Documentation of National Objectives and Low- and Moderate-Income Benefit

1. Documentation of National Objective

a. Infrastructure (public works) Activities:

For each activity determined to benefit low- and moderate-income persons based on the area served by the activity, subgrantees must maintain records containing: 1.) the boundaries of the service area, and 2.) a summary of the income characteristics of the persons in the service area showing that at least 51 percent of area residents are low/moderate income.

b. Housing Rehabilitation Activities:

For each direct benefit activity determined to directly benefit low- and moderate-income persons based on the household income of those directly benefiting and where the activity involves the submission of an application

or the completion of a personal record, subgrantees must maintain sufficient evidence to ensure such benefits would accrue to low- and moderate-income persons, the income limits applied, and the point in time when the benefit was determined.

Individual household incomes must be thoroughly documented to verify that they are 100 percent low to moderate income before each housing unit is provided housing rehabilitation assistance. No rehabilitation assistance shall be provided to households that are not low to moderate income, except as provided under Section III.C.2.c. of these Program Guidelines (urgent need).

Subgrantees must maintain records including the number of units to be rehabilitated, and the amount to be spent on each unit to be rehabilitated.

c. Housing Code Enforcement/Demolition:

Documentation to be maintained by subgrantees for each activity determined to aid in the prevention or elimination of slums or blight based on addressing one or more of the conditions which qualified an area as a slum or blighted area must include: 1.) the boundaries of the area; and, 2.) a description of the conditions which qualified the area at the time of its designation in sufficient detail to demonstrate how the area met the requirements in 24 CFR 570.208(b)(1).

Documentation to be maintained by subgrantees for each activity determined to aid in the prevention or elimination of slums or blight based on the elimination of specific conditions of blight or physical decay not located in a slum or blighted area must include a description of how the threats to public health and safety are to be corrected.

d. Transitional Housing Construction/Rehabilitation:

For each activity determined to benefit low- and moderate-income persons because the activity involves a facility or service designed for use predominantly by low- and moderate-income persons, subgrantees shall maintain sufficient evidence to ensure that the predominant users would be low- and moderate-income persons.

e. Urgent Needs:

For each activity determined to meet a community development need having a particular urgency, subgrantees shall maintain documentation including: 1.) the nature and degree of seriousness of the conditions requiring assistance; 2.) evidence that the recipient certified that the CDBG activity was designed to address the urgent need; 3.) information on the timing of the development of the serious condition; and, 4.) evidence confirming that other financial resources to alleviate the need were not available.

2. Target Areas

- a. Community-wide low- and moderate-income percentages are noted in Attachment B to the Program Guidelines. The list is derived from a census summary tape, revised as of 4/03. These community-wide low- and moderate-income percentages will normally be used only for infrastructure activities such as a town well.
- b. Infrastructure (public works) activities must utilize either the community-wide low- and moderate-income figures noted in Attachment B, a survey following the methodology contained in the 7/26/06 HUD Notice CPD-05-06, "(HUD) Suggested Survey Methodology to Determine the Percentage of Low- and Moderate-Income (LMI) Persons in the Service Area of a Community Development Block Grant-Funded Activity," or the available census data at the tract or block group level, to show that target area residents are 51 percent low/moderate income. The web site for Delaware's census block group information can be found at: <http://www.hud.gov/offices/cpd/systems/census/lowmod/de/index.cfm> . Census maps can be found at: <http://factfinder.census.gov>. Past surveys not utilizing the HUD methodology will not be accepted.
- c. Housing rehabilitation activities no longer have to document that the target area residents are 51 percent low/moderate income. Instead, the target area will be defined on the basis of the number of substandard dwelling units contained within its boundaries. The total number of dwelling units shall also be enumerated. Documentation of these figures shall normally be accomplished through a windshield survey.

Where no discernible target areas exist within a community's corporate limits, the entire community may be identified as a rehab target area. The total number of dwelling units, and the number of substandard dwelling units shall be documented as for any other target area.

d. Housing Code Enforcement/Demolition:

Unless housing code enforcement/demolition activities meet the national criteria for slum and blight, these activities require target area determinations utilizing the HUD Survey Methodology or census data documenting a 51 percent benefit to low/moderate-income persons.

e. DSHA Pre-Approval:

All target area survey instruments, descriptions of how surveys were conducted, survey results, maps clearly indicating service area boundaries, a rationale/justification for the service area determination, and a rationale for the method used to determine low- and moderate-income benefit (if Census information is not used) must be approved by DSHA prior to the submission of an application. Census data must be used to the maximum extent feasible for determining the income of persons residing in service areas. Target areas must have at least four eligible units per target area. All target area information must be received in the DSHA office at 18 The Green, Dover, Delaware 19901, no later than 4:00 p.m. on **January 28, 2011**.

f. Service Area Determination guidance can be found at the Section titled "Determining the service area" on pages 3-9 to 3-11 of the "Guide to National Objectives & Eligible Activities for State CDBG Program," available from DSHA.

F. Program Outcome Performance Measurement

On pages 34044 to 34054 of the June 10, 2005 Federal Register, HUD published a "Notice of Draft Outcome Performance Measurement System for Community Planning and Development Formula Grant Programs". This Notice, or a forthcoming "Final" Notice on Performance Measurement is to be followed in establishing and reporting outcome performance measures for each activity for FY2011. Subgrantees are required to provide proposed outcome/objective statements for each activity in their CDBG applications, and actual outcome/objective statements with indicators in their quarterly and closeout reports.

II. General Information for Applicants

A. Eligible Applicants

Eligible applicants are units of general local government in Kent and Sussex Counties, the Kent County Levy Court and the Sussex County Council.

B. Number and Type of Applications

Each unit of local government and each county government may make only one application for funds in each program year, with the exception of applications for emergency activities and infrastructure for new housing development. An application from the Kent and Sussex County Governments may include unincorporated portions of the county, as well as those incorporated areas whose governing bodies have specifically requested to be included in the county's application. Written evidence of that request must be included with the county's application. If a local government has requested to be included in a county application it may not make a separate application, except applications for emergency activities and infrastructure for new housing development submitted after the normal application deadline.

C. Activities Outside an Applicant's Boundaries

An applicant may apply for CDBG funds for eligible program activities, which are partially outside its boundaries if it can be demonstrated that these activities are appropriate to meet the applicant's needs and objectives. Such activities must be consistent with state and local law, and the county or municipality within which these activities will take place must agree to such activities.

D. Activities within an Application

Within a single application or fiscal year, an applicant may seek funding for activities, which address more than one community development need, as long as the total does not exceed the maximum allocation of \$1,100,000. The CDBG funds requested, either by themselves or in combination with other funds must be sufficient to complete the proposed activities. An allocation exceeding \$500,000 would have to be extremely competitive.

E. Eligible Activities

The 2011 program will provide funds to units of general local government and to counties not entitled to receive CDBG funds directly from HUD to undertake eligible approved activities, as listed in these Program Guidelines. The program is competitive in nature and it is anticipated that the demand for funds will far exceed the total amount available to the state. Therefore, eligible applicants selected for funding will be those communities and counties whose applications best address locally-determined needs of low- and moderate-income families as contained in the Delaware Consolidated Plan dated May, 2008, and which are also consistent with the 51 percent principal benefit requirement or otherwise meet one of the three National Objectives, and which meet one or more state priorities.

Applicants should be aware that proposed activities, which do not meet a state priority will be deemed unresponsive and not considered by the review panel, unless sufficient fundable activities meeting a state priority are not received by DSHA.

III. State Priorities and Set Asides

The following are the state's priorities and set asides for FY11 CDBG funding:

A. Maintenance of Existing Housing

1. Rehabilitation of substandard residential properties occupied by 100 percent low- and moderate-income households.

a. General

- 1) Applicants must submit a list of all residential properties to be rehabilitated, with each property identified as owner or renter occupied. However, local governments with current waiting lists containing at least twice the number of applicants than are proposed for assistance may simply submit a certification to that effect, without submitting the normal list of properties to be rehabilitated.
- For the FY11 program year, if rehab applicants are exhausted in targeted areas before funds are exhausted in those areas, excess funds from those areas can be transferred to other target areas. If all eligible rehab applicants are exhausted in all target areas before funds are exhausted in those areas, then the excess funds from those areas can be transferred to scattered site rehabilitation.
- 2) All residential properties receiving CDBG assistance must be rehabilitated up to the standards of the Delaware State Housing Code, **except that those properties only receiving assistance under a funded Emergency Home Repair activity under Section III.A.1.g. do not need to be brought completely up to code at the time the emergency repair is completed.** All CDBG applicants must include a clause in their rehabilitation contracts, which enables them to rescind the contract in the event it is determined during the course of construction that the proposed rehabilitation is not feasible due to unforeseen conditions not known at the time the contract was executed.
- 3) All applicants requesting CDBG rehabilitation assistance must have adopted and be enforcing a housing code equivalent to or more restrictive than the Delaware State Housing Code. (Municipalities

may be under contract for the enforcement of the code by county government.) The CDBG subgrantee must certify that the property is up to housing code standards when rehabilitation is completed.

- 4) A ten year lien must be placed against all properties rehabilitated with CDBG funds; a five-year lien is required on properties owned and occupied by a person(s) aged 62 years or older; a five-year lien is required on manufactured housing receiving less than \$10,000 in CDBG rehabilitation assistance; and no lien will be required to be placed on properties receiving only water/sewer hookups or meter installations costing \$2,500 or less for the physical work and associated permits.
 - 5) The applicant must have adopted a rehabilitation manual containing all forms and procedures to be used, including: procedures for coordinating with similar rehabilitation programs and an executed Programmatic Agreement (PA) with the National Advisory Council and State Historic Preservation Office.
 - 6) Applicants may use up to 50 percent of their CDBG funds for community-wide rehabilitation. Counties proposing to use their community-wide funds in incorporated communities must obtain a resolution from that community authorizing such rehabilitation to be done.
 - 7) Applicants must use 51 percent of their CDBG funds in designated DSHA-approved target areas. Subject to DSHA approval, where no identifiable smaller target areas exist, the target area requirement may be waived for a particular community.
 - 8) Except in cases of emergency rehabilitation, applicants must certify that units to be rehabilitated will be insured for at least the amount and period of the rehab loan.
 - 9) Local officials shall determine the suitability of providing rehabilitation assistance to any given residential property.
- b. Lead-Based Paint: This Section applies to activities renovating or rehabilitating housing units occupied by 100 percent low- and moderate-income households constructed prior to January 1, 1978 receiving Federally-funded project-based assistance.
- 1) Grantees shall follow the lead-based paint regulations found at 24 CFR part 35 Lead-Based Paint Poisoning Prevention in Certain Residential Structures.

- 2) In cases where evaluation or hazard reduction or both are undertaken, the subgrantee shall provide a notice to occupants in accordance with Section 35.125.
 - 3) Subgrantees must provide a lead hazard information pamphlet to all families receiving assistance living in pre-1978 housing, and obtain a signed acknowledgment from occupants that they have received the pamphlet.
 - 4) Lead-based paint inspection, risk assessments, testing, hazard reduction and abatement and treatment are eligible expenses.
 - 5) Inspection/risk assessment/testing reports must be kept by the subgrantee for a period of three years.
 - 6) The subgrantee must conduct paint testing or presume the presence of lead-based paint, in accordance with Section 35.930.
 - 7) CDBG administration funds may be used for rehabilitation subgrantee lead-based paint certification training. No matching funds are required for administrative funds used for CDBG subgrantee lead-based paint certification training.
- c. Rental Rehabilitation of housing units occupied by 100 percent low- and moderate-income households.

- 1) A maximum of \$15,000 per unit may be provided for CDBG rental rehabilitation.
- 2) CDBG rental rehabilitation loans will be financed at 3 percent amortized over a period of 10 years and will not be deferred.

Exception: CDBG rental rehabilitation assistance used to provide up to 25 percent of the total cost of the work to be accomplished in conjunction with a Housing Rehabilitation Loan Program (HRLP) loan shall be in the form of a 0 percent deferred loan forgiven after 10 years.

- 3) Only 75 percent of the rehabilitation cost may be financed by CDBG funds. The remaining 25 percent must be financed through private funds.
- 4) The servicing of 3 percent CDBG rental rehabilitation loans shall be handled by DSHA through an agreement with a private servicing

agent. The costs to DSHA of providing servicing will be reimbursed from principal and interest payments made by the owner to the subgrantee. All principal and interest for rental rehabilitation loans shall be repaid on a regular monthly schedule after completion of the work.

- 5) All rental units financed with CDBG funds must be occupied by low- and moderate-income persons at affordable rents throughout the duration of the loan agreement. Affordable rents are defined as Fair Market Rents (FMR) published periodically by the Federal HUD Section 8 Existing Program, and provided by DSHA to applicants for adoption as part of their rehabilitation program requirements. See Attachment D to these Program Guidelines for the most recent figures dated 10/01/07.
 - 6) All CDBG rental rehabilitation must utilize the forms and procedures contained in Delaware CDBG Rental Rehabilitation Procedures dated 10/21/92.
- d. The rehabilitation of manufactured housing occupied by 100 percent low- and moderate-income households shall utilize the same rehabilitation procedures as other housing, except that the following additional requirements apply:
- 1) There shall be a limit of \$15,000 per manufactured home rehabilitated on rental lots. There shall be a limit of \$18,000 per manufactured home rehabilitated where the owner owns both the manufactured home and the lot it is situated on;
 - 2) The CDBG subgrantee must certify that the property will have at least 10 years of habitable life after rehabilitation is completed;
 - 3) The CDBG subgrantee must obtain documentation that the manufactured home is in place and installed in accordance with local environmental, zoning and housing/building code requirements, prior to starting work on the property;
 - 4) For manufactured housing where the owner owns both the manufactured home and the lot it is situated on, the unit must have a permanent foundation in order to be eligible for rehabilitation funds. If no permanent foundation exists, then the total rehabilitation contract specifications for a unit must include the installation of the foundation. For manufactured housing situated on rental lots, the permanent foundation requirement does not apply; and

- 5) For manufactured housing where the owner owns both the manufactured home and the lot it is situated on, and where the manufactured housing unit is beyond economical repair, the CDBG Subgrantee receiving HOME rehabilitation funds may only use HOME rehabilitation funds to replace the unit with a manufactured housing unit not more than 10 years old. All manufactured housing to be replaced must have been condemned by the applicant's code enforcement official, and the replacement unit must meet the standards of the Delaware State Housing Code. A ten-year lien must be placed against all properties where manufactured housing is replaced with HOME funds. For manufactured housing situated on rental lots, the replacement option does not apply.
- e. Water and/or sewer hookup of 100 percent low- and moderate-income households shall utilize the same rehabilitation procedures as other housing rehabilitations, including the documentation of low- and moderate-income household according to the definition provided in Section I.D.2, above.
- f. Energy Efficiency: This Section applies to activities renovating or rehabilitating housing units occupied by 100 percent low- and moderate-income households. To the maximum extent feasible and cost-effective, subgrantees' work write-ups and specifications for rehab work necessary to bring the dwelling unit up to housing code standards shall require ENERGY STAR qualified products and procedures. Subgrantees shall utilize HUD's "Energy Efficient Rehab Advisor" website at: <http://rehabadvisor.pathnet.org/index.asp> and the Energy Star website at: <http://www.energystar.gov/> to determine the recommended energy-efficient specifications for rehabilitation and remodeling. The recommendations on these websites shall be followed for all required work and materials, including, but not limited to: windows, heating and air conditioning systems, ventilation, insulation, air sealing, water heaters, light fixtures, lighting, and doors. The CDBG subgrantee must also coordinate its housing rehabilitation waiting lists with the Delaware Weatherization Assistance Program waiting list.
- g. **Emergency Home Repair of residential properties owned and occupied by 100 percent low- and moderate-income households. For the FY 2011 program year, CDBG applicants may apply for a separate Emergency Home Repair category of housing rehabilitation funds to address an emergency condition threatening the health or safety of an owner-occupied household's occupants. Emergency Home Repair is separate from emergency rehabilitation under Section III.C.2. of these program guidelines. Repairs that generally**

qualify as emergency home repair include: heating, plumbing, electrical, roofing, and structural problems.

- 1) An emergency is defined as an unexpected occurrence or combination of events calling for immediate action. Unsafe electrical wiring, a non-working heater in winter, or structural conditions that are a major defect or are life-threatening and considered unsafe are examples of true emergencies.**
 - 2) A minimum of \$500 and maximum of \$7,500 may be provided per home in CDBG emergency home repair assistance.**
 - 3) Homeowners must meet all eligibility requirements to participate in the program.**
 - 4) A five-year lien must be placed against all properties receiving more than \$2,500 in CDBG emergency home repair funds.**
2. Housing code enforcement in areas of slum and blight (as defined in state regulations) or which benefit an area of at least 51 percent low- and moderate-income persons.
 - a. Applicants proposing housing code enforcement activities must certify that they will maintain during the period of the CDBG contract, in addition to their expenditures for carrying out any program assisted with CDBG funds, a level of expenditures for code enforcement activities at not less than their normal expenditures for such activities in the year prior to the execution of the CDBG Contract.
 - b. Applicants requesting CDBG assistance for code enforcement must have adopted and be enforcing a housing code equivalent to the Delaware State Housing Code.
 3. Demolition of substandard structures in areas of slum and blight (as defined in state regulations) or which benefit 51 percent low- and moderate-income persons on an area or spot basis. Applicants for demolition funds may use up to 50 percent of such funds for community-wide demolition.
 - a. All structures to be demolished must have been condemned by the applicant's code enforcement official. Applicants requesting CDBG assistance for demolition must have adopted and be enforcing a housing code equivalent to the Delaware State Housing Code.

- b. Demolitions to be accomplished with the voluntary consent of the owner and at the discretion of the community, must be in the form of a permanent 0 percent deferred loan, that is not forgivable, unless new housing constructed on the property becomes exclusively: 1) owned and occupied as the principal residence(s) of low/moderate-income household(s); or, 2) rented by low/moderate-income household(s) for a period of at least ten years.
 - c. For non-voluntary demolitions, the governing body of the applicant must provide evidence that it has exhausted other available legal procedures to secure remedial action by the owner of the structure(s) involved, that demolition action is required, and that it has the legal authority to demolish the structure(s).
 - d. The applicant requesting CDBG assistance for non-voluntary demolitions must agree to place a tax lien on the property so that monies expended for razing, demolition, and removal of eligible structures or part(s) thereof, may be collected in the same manner as other real estate taxes. All such monies recovered shall be deemed to be program income.
 - e. Demolition liens, whether in the form of a 0 percent deferred loan, or a real estate tax lien, may be subordinated to a new mortgage on the property if the property is sold or transferred for the purpose of low/moderate-income housing. The lien will then continue in the original form until such time as the property is converted to a use other than for the purpose of low/moderate-income housing, at which time the lien will be required to be repaid; or, until such time as the property is actually used to house low/mod-income household(s) as described in Section III.A.3.b., above, at which time the lien will be forgiven.
4. Construction or rehabilitation of emergency/transitional/permanent supportive housing serving of at least 51 percent low- and moderate-income limited clientele.
- a. Applicant must provide evidence that the construction or rehabilitation will benefit at least 51 percent low- and moderate-income persons. This evidence must demonstrate that at least 51 percent of daily normal users of the facility are principally low- and moderate-income persons.
 - b. Applicant must certify that it will not charge any fees for accessing such assisted facilities so as to have the effect of precluding low- and moderate-income persons from obtaining said access.

- c. All CDBG applicants must certify that they will comply with the labor standards as set forth in 24 CFR 570.603; HUD regulations at 24 CFR 607 and 609; and the Delaware CDBG Labor Standards Handbook.
 - d. No such activities will be funded unless additional funding has been secured for the provision of services which are complementary to the programmatic purpose of the activity.
 - e. The applicant must certify that it will obtain all necessary permits and will comply with all federal, state and local standards and regulations that pertain to the type of activity requested such as building codes, insurance, and the state architectural accessibility standards prescribed by the State of Delaware Architectural Accessibility Board.
 - f. If the facilities to be assisted are publicly owned, the facilities must be nonresidential buildings which are not used for the general conduct of government such as "city halls, county administration buildings, state capitol or office buildings, or other facilities in which the legislative or general administrative affairs of government are conducted." (Section 102 (a)(21) of the Act); and which meet the requirements of 24 CFR 570.200 (5)(b).
 - g. If the facilities to be assisted are privately owned by a nonprofit organization, the organization must meet the requirements of 24 CFR 570.204 (c)(1), and be operated so as to be open for use by the general public during all normal hours of operation and otherwise meet the requirements of 24 CFR 570.200 (5)(b).
 - h. The applicant must comply with all restrictions and limitations regarding the use of CDBG funds by nonprofit organizations which are church-related found at 24 CFR 570.200(j).
5. Relocation assistance as required under the Uniform Relocation Act, Delaware Code, and 24 CFR 570.
6. Substantial reconstruction of housing occupied by 100 percent low- and moderate-income households.

A unit of general local government may use CDBG funds to reconstruct residential structures (i.e. rebuild the structure on the same site) having a low- and moderate-income owner occupant and consisting of one dwelling unit if either:

- a. The need for the reconstruction was not determinable until after rehabilitation on the structure had already commenced; or

- b. The housing that is being reconstructed is part of a neighborhood rehabilitation effort in which the unit of general local government is carrying out or proposes to carry out housing rehabilitation activities, and the housing to be reconstructed would otherwise be a part of the housing rehabilitation in that neighborhood; and the unit of general government determines:
 - 1) That the housing to be reconstructed is unsuitable for rehabilitation based upon severe structural deficiencies and an estimated cost of rehabilitation of \$25,000 or more;
 - 2) The estimated cost of reconstruction is at least 20 percent less than the estimated cost of purchasing comparable newly constructed housing (including land) located in that neighborhood or in a comparable neighborhood of the unit of general local government; and
 - 3) The estimated cost of the reconstruction is less than the fair market value of the reconstructed housing and land based on an appraisal obtained before reconstruction.

c. The unit of general local government shall document the basis for each of the determinations noted above.

- 7. Provision of housing-related services in conjunction with activities noted above. Such housing-related services could include: training in housekeeping, fair housing and homeownership counseling, and other housing-related services not provided by other social service agencies, but that support the programmatic purpose of the activities noted above.
- 8. Set aside: 60-90 percent of CDBG funds available for allocation to activities, excluding administrative costs. The final percentage of CDBG funds allocated for the Existing Housing set aside will be dependent upon the quality and type of applications received in FY11.

B. Infrastructure benefiting at least 51 percent low- and moderate-income persons

The following activities in support of this state priority for low- and moderate-income persons are eligible:

- 1. Definition of infrastructure: The installation or improvement of water systems, sewer systems, streets, storm drainage systems, sidewalks. This includes all related activities such as engineering, land surveys, site acquisition (for housing development), planning studies, relocation assistance, etc.;

2. Architectural/engineering studies for infrastructure directly related to housing development, including feasibility studies, site tests and soil borings;
3. Preparation of grant applications to other grantor agencies;
4. Acquisition of land for new housing development, in accordance with the requirements of the Uniform Relocation Act of Delaware Code;
5. Clearance and site preparation for new housing development for low- and moderate-income persons;
6. Installation or improvement of infrastructure benefiting service areas of at least 51 percent low- and moderate-income persons, including: water, sewer, streets, sidewalks;
7. Planning studies, including comprehensive plans and zoning ordinances, which clearly by their intent and design, encourage the provision of affordable housing for low- and moderate-income persons; and
8. For items 1-7 as applicable above:
 - a. The applicant must provide evidence that it will provide a minimum cash or in-kind match for each activity, as described below. Cash matches may be provided through other sources of funding for the same activity;

Infrastructure Match Requirements

<u>Total Activity Cost</u>	<u>Cash Match</u> <u>or</u>	<u>In-Kind Match</u>
Up to \$100,000	10% of Activity	15% of Activity
\$100,000+ to \$200,000	15% of Activity	20% of Activity
\$200,000+	20% of Activity	25% of Activity

- b. Applicant must provide evidence that at least 51 percent of the persons benefited by the activity are in fact low- and moderate-income persons;
- c. Applicant must certify that there will be no special assessment against properties owned by low- and moderate-income persons to recover that portion of a capital expenditure funded with CDBG funds. The term special assessment is defined to mean a fee or charge levied or filed as a lien against a parcel of real estate as a direct result of benefit derived from the installation of a public facility improvement, such as streets, curbs, and gutters. The amount of the fee represents the pro rata share of the capital costs of the public improvement levied against the benefiting properties;

- d. All CDBG applicants must certify that they will comply with the labor standards as set forth in 24 CFR 570.603; HUD regulations at 24 CFR 607 and 609; and the Delaware CDBG Labor Standards Handbook; and
 - e. The applicant must certify that it will obtain all necessary permits and will comply with all federal, state and local standards and regulations that pertain to the type of activity requested.
9. Set aside: 10-40 percent of CDBG funds available for allocation to activities, excluding administrative costs. The final percentage of CDBG funds allocated for the Infrastructure for Housing Development and Maintenance set aside will be dependent upon the quality and type of applications received in FY11.
- C. Emergency activities (water, sewer, housing rehabilitation and demolition), which have a particular urgency because existing conditions pose a serious and immediate threat to the health and welfare of the community and other financial resources are not available to meet such needs.
- 1. For emergency water and sewer activities:
 - a. Applicant must certify that there will be no special assessment against properties owned by low- and moderate-income persons to recover that portion of a capital expenditure funded with CDBG funds;
 - b. The nature, degree of serious and immediate threat must be documented by letters from appropriate agencies such as the State Board of Health, DNREC, state/local fire officials, etc.;
 - c. The serious and immediate threat must be of recent origin or recently became urgent, that is, the condition developed or became critical within 18 months of a certification that must be made by the applicant in its application;
 - d. Applicant must certify and document that it is unable to finance the construction of these facilities without CDBG funds. Such documentation shall include: (a) if appropriate, letters from other grantor agencies such as the Department of Natural Resources, Department of Transportation, Division of Public Health, etc., confirming that funds were not available; (b) appropriate financial statements showing the lack of local funds; and (c) a financial analysis of why the activity is not feasible through use of other methods of local funding such as the proceeds of general obligation bonds, special assessments, etc.;
 - e. All CDBG applicants must certify that they will comply with the labor standards as set forth in 24 CFR 570.603; HUD regulations at 24 CFR 607 and 609; and the Delaware CDBG Labor Standards Handbook; and

- f. The applicant must certify that it will obtain all necessary permits and will comply with all federal, state and local standards and regulations that pertain to the type of activity requested.
2. For emergency rehabilitation and demolition:
 - a. Required as a direct result of a natural disaster, such as a tornado, flood, hurricane, or similar catastrophe;
 - b. State has made a formal request to the Federal Emergency Management Agency for preliminary damage assessment and/or for which federal disaster assistance has been officially sought by the state;
 - c. At the discretion of the DSHA Director, rehabilitation assistance may be provided to persons not of low/moderate income when the need for such assistance is clearly documented;
 - d. Emergency rehabilitation and demolition activities will only be provided to cover losses not covered by insurance; and
 - e. Both emergency rehabilitation and demolition assistance will utilize the same liens and contracts as used for regular rehabilitation and demolition programs.
 3. Set aside: 0-7 percent of CDBG funds available for allocation to activities, excluding administrative costs. The final percentage of CDBG funds allocated for the emergency activities set aside will be dependent upon the quality and type of applications received in FY11.

D. Administration

1. At least 50 percent of the administrative cost of the activity(ies) must be provided by the local funds of the applicant.
2. Matching Requirements

These local funds may be drawn from local operating appropriations, nonprofit organization funds, proceeds of general obligation revenue bonds or other funds expended for the same purpose as the CDBG funds are expended. Any costs incurred by the applicant for activities that directly benefit the CDBG activity and meet the requirements of OMB Circular A-87 may be used to meet this match requirement.

However, these funds must be spent in the same consecutive twelve-month period as the CDBG funds. For the purpose of this match requirement an applicant is considered to be: (a) a county's application for its unincorporated areas; (b) incorporated areas applying on their own; or (c) incorporated areas under a county's application.

3. Administrative Costs Limits

Administrative costs allowable to participating units of general local government under the CDBG Program shall be governed by the matching requirement in Paragraph 2. above, the contract budget and by the federal requirement that the state and its CDBG subgrantees are limited to an aggregate amount of administrative costs that represent twenty percent of the state's total grant from HUD in any given federal fiscal year. It should be noted that the total amount of CDBG funds available for administration in FY11 may be less than the amount currently allocated, depending upon the number and quality of applications received, and the amount of funding allocated by HUD. The maximum allocation for all administrative and program delivery costs for any single applicant shall not exceed **\$160,000** in any program year. Applications shall provide the salaries of all program administration personnel to be funded through CDBG funds. DSHA may separate rehabilitation specialists' salaries from general administration costs and allocate funding for those salaries as rehabilitation program delivery costs.

IV. Application Submission

A. Submission Date

Applications for the state's FY11 CDBG Program must be received in the DSHA office at 18 The Green, Dover, Delaware 19901, no later than 4:00 p.m. on **March 2, 2011**. Applications for emergency activities and infrastructure for housing development will be considered at any time during the program year, subject to the following conditions: sufficient unallocated CDBG funds must be available to fund the activity(ies); assuming the availability of CDBG funds, a review panel will be convened to evaluate such proposals as well as those activities which were not originally recommended for full funding; and the need for CDBG funds must have arisen after the application deadline and be required for immediate use. **ONE SIGNED ORIGINAL AND TWO COPIES** of the application must be submitted.

B. Application Content and Format

Applications for CDBG funds must be made on such forms and in accordance with such instructions as are prescribed by DSHA, and include all forms and questionnaires as may be applicable to the specific proposed activity.

C. Documentation and Certifications

Application for CDBG funds must include all such documentation and certifications as may be prescribed in these Program Guidelines and in the application instructions prescribed by DSHA.

D. Program Performance Period

All applications for 2011 funds shall be to finance CDBG-eligible activities that shall be initiated after July 1, 2011, and completed no later than June 30, 2012.

V. Application Review

A. DSHA Staff

1. The DSHA staff will review all applications for completeness and to determine whether the applications meet the minimum threshold requirements for all applications.
2. If the assessment by the DSHA staff indicates that an application fails to meet any of the applicable threshold requirements, and the applicant has not provided the requested information to make the application complete, DSHA staff will prepare a report on each such application and submit it to the Director of DSHA. If the Director of DSHA agrees with the assessment by DSHA staff, the application will be considered unresponsive. Such applications will not be forwarded to the review panel(s) referred to below, but will be returned to the applicant with a reason for the rejection. Any application that has been assessed as unresponsive shall be precluded from any further consideration in the FY11 CDBG Program, unless it is modified after July 1, 2011 to meet the threshold requirements for activities having a particular urgency or infrastructure for new housing development, and provided it falls within the requirements for a request for "recaptured/ remaining funds" after July 1, 2011 as specified in Section VI.D. of these Program Guidelines.
3. Modifications to Application Budgets

It is essential that the amount of CDBG funds requested in each application be reflected in a budget which is both reasonable and realistic, and which conforms with all the requirements for such budgets contained in these Program Guidelines and the instructions for CDBG applications. Because of this, DSHA staff may, after determining that an application has met all the applicable threshold requirements, enter into direct negotiations with an applicant to reach agreement on any budgetary modifications that should be made before the application is presented to the review panel(s) that will evaluate the proposal(s).

4. Staff Reports

The DSHA staff shall provide the review panel(s) with a separate staff report on each application that will at a minimum include the following:

- a. Certification that the application/applicant has met all applicable threshold requirements, including evaluation of low- and moderate-income benefit;

- b. Certification that the proposed budget represents a realistic/reasonable budget which conforms to all applicable instructions and policies;
- c. The conformance of the proposed activities to the goals and objectives of the Delaware Consolidated Plan; and
- d. An evaluation of the applicant's capacity, and past performance under the CDBG Program.

B. Review Panel(s)

1. The review panel(s), composed of persons with the appropriate background and experience, shall evaluate each proposed activity, based upon the following criteria. A maximum total of 100 points may be received by an application.

a. Low- and Moderate-Income Benefit (Provided by DSHA staff): Applications showing a greater benefit to low- and moderate-income persons for similar activities will be rated higher than those showing a lesser benefit to low- and moderate-income persons. Up to 25 points as follows:

- (1) 90-100% L/M = 25
- (2) 80-89% L/M = 20
- (3) 70-79% L/M = 15
- (4) 60-69% L/M = 10
- (5) 51-59% L/M = 5
- (6) 0 -50% L/M = 0

b. Management Capacity (provided by DSHA staff): Each applicant's management capacity for each of the activities proposed will be evaluated on the basis of the most recent monitoring report(s), current or proposed staff qualifications, progress achieved in completing its current CDBG Program (if applicable), and most recent audit report(s) (if applicable). Up to 5 points as follows:

- (1) outstanding = 5
- (2) above standard = 3
- (3) standard = 1
- (4) below standard = 0 (no allocation)

c. Cost/benefit of Activity: - Each proposed activity will be evaluated on the basis of the following factors. Up to 70 points as follows:

- (1) severity of need, including the number, percent and geographic concentration of low/moderate-income families; number, percent and geographic concentration of substandard housing; number, percent and geographic concentration of housing needing public facilities; emergency status:

<u>Points</u>	<u>Need</u>
1	not documented
10	moderate
20	severe

- (2) holistic impact of activity, meaning, the degree (percentage, from Section IV. B. and C. of application) to which the identified need(s) for the activity(ies) is/are proposed to be addressed:

<u>Points</u>	<u>Impact</u>
1	low
8	moderate
15	high

- (3) cost reasonableness, meaning, the reasonableness of the proposed program activity costs taking into account construction estimates and the availability of other resources:

<u>Points</u>	<u>Cost/Reasonableness</u>
1	low
8	moderate
15	high

- (4) leveraging of other resources, meaning extent to which other firm, committed funding sources are identified):

<u>Points</u>	<u>Other Resources</u>
1	minimal or no match
8	moderate match
15	significant match

- (5) suitability/feasibility of work plan, meaning the extent to which the applicants proposed scope of work will realistically be accomplished within the next fiscal year:

<u>Points</u>	<u>Plan Feasibility</u>
1	poor
3	fair
5	good

- d. An oral presentation by the applicant to the review panel will supplement the application scores and serve as a factor in the panel's final decision.

2. Review Panel Recommendations

DSHA staff will prepare a summary evaluation of all applications received, which will include the scores for each proposed activity as described in V.B. above, and a descriptive summary of the review panel's comments and recommended priorities for funding.

C. Director of DSHA

The Director of DSHA will make the final decisions on allocating CDBG funds, based upon the review panel(s) recommendations and any additional relevant information obtained subsequent to those recommendations. Such additional information will only be considered if it reflects a substantive change in the application review criteria noted in Section V.B.1. above.

D. Allocations

Allocations to specific activities will be based on approved contract budgets. The maximum allocation for any single applicant shall not exceed \$1,100,000 in any program year. Applicants should be aware that a total of approximately \$2,000,000 is expected to be available for program activities. An allocation exceeding \$500,000 would be extremely competitive.

VI. Additional Funding

A. Program Income Returned to Unit of Local Government

1. Program income means amounts earned by a unit of general local government or its subrecipient that were generated from the use of CDBG funds allocated by the state in a contract with a unit of general local government.
2. The use of program income is subject to all the applicable requirements of federal law, HUD regulations and program memoranda, and the general requirement of these Program Guidelines, which are consistent with said law, regulations and program memoranda. Additionally, the specific requirements for Program Income as are contained in the state's Financial Handbook shall also apply.
3. Program income retained by the unit of local government will:
 - a. be added to funds committed to the activity and used to further the same program activity as the income was derived;
 - b. not be used to pay administrative costs; and
 - c. be expended before additional funds are drawn down from DSHA for the same activity.

4. Program income not authorized for retention and expenditure by the unit of local government will be returned to the state.

B. Program Income Returned to the State of Delaware

Section 104(i) of the Housing and Community Development Act of 1974, as amended by the Housing and Community Development Act of 1992, authorizes states to distribute program income when such income has been returned to the state. Program income returned to the state shall be disbursed to communities under open CDBG Contracts prior to making additional draws from the U.S. Treasury. The funds thus freed up shall be allocated in accordance with Section VI.D. below.

NOTE: Program income generated by CDBG rental rehabilitation loan repayments is considered program income of the unit of local government, even though such repayments are made directly back to DSHA through its loan servicing agreement. All such program income will be distributed to the appropriate unit of local government in accordance with the provisions of Section VI.A. above.

C. Reallocated/Supplementary Funds

Reallocated funds are those HUD has recaptured from a Small Cities subgrantee and "reallocated" to Delaware. If Delaware should receive any "reallocated funds" from HUD for distribution as part of the FY11 CDBG Program, these funds shall be allocated in the same manner and under the same conditions as described in Section VI.D. below. Supplementary funds are those funds that HUD may award to the state after July 1, 2011, and shall also be allocated in the same manner and under the same conditions as described in Section VI.D. below.

D. Recaptured/Remaining Funds

1. Recaptured funds are those CDBG funds which remain unobligated after a CDBG contract has either been closed out or terminated; or after it has been determined that the total amount of CDBG funds originally allocated in a given contract are not required to complete the proposed activity for which they are allocated.

Remaining funds are funds for which a method of distribution was contained in a prior year's Program Guidelines, but which have not been, and are no longer intended to be so distributed. Remaining funds may also be an amount left over after the state has awarded all of its contracts, but the left over amount is too small to fund an application.

2. Recaptured/remaining funds that shall be received from its recipients by June 15, 2011, shall be included as part of the FY2011 allocations in accordance with all applicable requirements of these Program Guidelines.
3. Recaptured/remaining funds that shall be received from its recipients after June 15, 2011 shall be set aside for the following purposes:

- a. To provide additional funding for any activity already under contract so long as the total amount of funds allocated does not exceed the \$1,100,000 maximum allocation for any single applicant; in those cases where an unforeseen situation may have arisen after the original contract budget had been approved (the burden of proof will rest with the applicant); or when the activity has not been funded in the total amount originally requested;
- b. To fund emergency activities and infrastructure for housing development that were not previously submitted as part of the 2011 CDBG Program and the need for which may have arisen after the deadline for 2011 applications has passed. The \$1,100,000 maximum allocation of CDBG funds for any single applicant in any program year shall apply;
- c. At the discretion of the Director of DSHA, eligible applications not originally recommended for funding because of limited resources may be reconsidered for funding after approved activities noted in (a) and (b) above have been funded; and
- d. The priorities for distributing funds under this part shall be in accordance with the state's method of distribution found in Section V.

E. Combining Other Funding to Comprehensively Address Rehabilitation Needs

- A. Again in FY11, greater emphasis will be given to applications, which take a holistic approach to community development through comprehensively combining all funding sources, one community at a time. DSHA expects applications responsive to this change in emphasis to combine smaller CDBG funding requests with HRLP, HPG, AND NRF funding in target areas. Where these other sources of funding are used to comprehensively address rehabilitation needs and to lessen the demand on CDBG rehabilitation funding, greater consideration will be given to CDBG infrastructure requests. As a result, rehabilitation needs will be comprehensively addressed, more CDBG funds will be available for infrastructure activities, and community development needs in general will be holistically addressed. In the scoring of applications, strong emphasis is given to leveraging, and, leveraging funds must be shown and identified in activity budgets. Letters of commitment signed by a majority of the board/council committing the match, and including the source of the match, must accompany any applications claiming to have matching funds.

VII. Waivers of Policy

The Director of DSHA may waive any requirement of these Policies not required by federal/state law or federal regulation, whenever it is determined that undue hardship will result from applying the requirement or where application of the requirement would adversely affect the purposes of the Delaware CDBG Program. Waivers shall be made in writing, citing the policy provision to be waived, the authority for the waiver, and be supported by documentation of the pertinent facts. Where only a portion of the policy provision is to be waived, the waiver must expressly limit itself to that portion.

Attachment A to the Delaware CDBG Program Guidelines

REVISED INCOME LIMITS
(EFFECTIVE 5/14/10)

	30% OF <u>MEDIAN</u>	<u>Kent County</u>		<u>Sussex County</u>		
		<u>LOW</u>	<u>MODERATE</u>	30% OF <u>MEDIAN</u>	<u>LOW</u>	<u>MODERATE</u>
1 PERSON	\$12,450	\$20,700	\$33,150	\$12,250	\$20,450	\$32,700
2 PERSON	\$14,200	\$23,650	\$37,850	\$14,000	\$23,400	\$37,400
3 PERSON	\$16,000	\$26,600	\$42,600	\$15,750	\$26,300	\$42,050
4 PERSON	\$17,750	\$29,550	\$47,300	\$17,500	\$29,200	\$46,700
5 PERSON	\$19,200	\$31,950	\$51,100	\$18,900	\$31,550	\$50,450
6 PERSON	\$20,600	\$34,300	\$54,900	\$20,300	\$33,900	\$54,200
7 PERSON	\$22,050	\$36,650	\$58,700	\$21,700	\$36,250	\$57,950
8 PERSON	\$23,450	\$39,050	\$62,450	\$23,100	\$38,550	\$61,650

Higher income limits apply to families with more than eight persons, although they are not included in the printed state lists because of space limitations. The lower income limits for families larger than eight persons are determined by adding 6.25 percent of the four-person income limit base to the eight-person limit for each person in excess of eight. For very low-income limits, 8 percent of the four-person base is added to the eight-person limit for each person in excess of eight (e.g., the nine-person very low limit equals 1.4 (1.32 + .08) times the four-person limit.) The limits developed by the use of these factors are to be rounded to the nearest \$50.

Attachment B to the Delaware
CDBG Program Guidelines

LIST OF LOW/MODERATE-INCOME BENEFIT FIGURES
IN KENT AND SUSSEX MUNICIPALITIES (2000 (Census)

<u>Place Number</u>	<u>City / Town</u>	<u>% Persons Low/Mod</u>
07250	Bowers	42.1%
10760	Camden	30.1%
14660	Cheswold	58.7%
15440	Clayton	33.5%
21387	DAFB Housing	54.7%
25840	Farmington	36.6%
26620	Felton	35%
28440	Frederica	49.4%
33120	Harrington	53.5%
33250	Hartly	51.9%
36760	Houston	40%
39100	Kenton	51.7%
41700	Leipsic	45.5%
42870	Little Creek	44.6%
44430	Magnolia	32.1%
47420	Milford	47.5%
67310	Smyrna	44.1%
74330	Viola	26.3%
80830	Woodside	31.4%
81350	Wyoming	25.8%

SUSSEX COUNTY
2000 (Census)

<u>Place Number</u>	<u>City/ Town</u>	<u>% Persons Low/Mod</u>
05690	Bethany Beach	18.5%
05820	Bethel	35.3%
06730	Blades	55.7%
08680	Bridgeville	55.6%
18950	Dagsboro	38.9%
20380	Delmar	55.3%
20900	Dewey Beach	19.6%
24020	Ellendale	44.7%
26880	Fenwick Island	21.3%
28310	Frankford	49.6%
29090	Georgetown	54.9%
31560	Greenwood	47.8%
33900	Henlopen Acres	9.2%
41310	Laurel	55.8%
41830	Lewes	24.7%
47420	Milford	47.5%
47940	Millsboro	53.8%
48200	Millville	35.5%
48330	Milton	46.6%
53920	Ocean View	24.8%

60290	Rehoboth Beach	26%
64320	Seaford	50.5%
64840	Selbyville	43.6%
67050	Slaughter Beach	40.9%
67700	South Bethany	12.3%

Attachment C to The Delaware
CDBG Program Guidelines

CERTIFICATIONS BY APPLICANTS
FOR
THE DELAWARE CDBG PROGRAM

The applicant hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of federal funds for this federally-assisted program. Also, the applicant gives assurance and certifies with respect to the program that:

- (a) It possesses legal authority to make an application and to execute a community development program;
- (b) Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the person identified as the official representative of the applicant to submit this application, all understanding and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the submission of the application and to provide such additional information as may be required; and
- (c) That prior to submission of its application to DSHA, the applicant has met the following citizen participation requirements:
 - 1) Each applicant shall have provided all citizens, especially those living within the area(s) affected by the proposed application, with adequate opportunity for meaningful involvement on a continuing basis and for participation in the planning, implementation and assessment of its community housing and development plans and all CDBG applications related thereto. At the time of preparation of any application for funds under this program, the applicant shall provide adequate information to citizens including reasonable access to records on the past use of CDBG funds; and hold at least one public meeting (pursuant to advertisement in a publication of general local circulation) so that citizens will have the opportunity to comment on the community's past performance under the CDBG Program. A copy of the legal advertisement announcing the date, place and time of the meeting, and a transcript or summary of the comments received at the meeting must be included with the application. (Nothing in these requirements, however, shall be construed to restrict the responsibility and authority of the applicant for the development of the application and the execution of its community development program.);

2) Each applicant certifies that it has obtained the review and comment of its Community Development Advisory Committee as required by the Delaware CDBG Citizen Participation Plan dated May 15, 2005 and Section 508 of the Housing and Community Development Act of 1987; and

3) Each applicant certifies that it has included in its notice of public meeting the following language:

"...In accordance with the Section 106 Review Process established by the National Historic Preservation Act of 1966, as amended, comments are especially encouraged from interested agencies and individuals with respect to undertakings that may affect historic properties of significance to such agencies and individuals..."

- (d) It has developed its application so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums and blight; and activities which the applicant certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available to meet such needs.
- (e) Its chief executive officer or other officer of the applicant approved by DSHA:
- (1) Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 and other authorities as specified in 24 CFR 58.1 (a)(3) and carry out this responsibility in accordance with the "Overview of Environmental Review Procedures" issued for the Delaware CDBG Program and dated July 1989; and meet the requirements of 24 CFR Part 58 and 24 CFR 570.604; and
 - (2) Is authorized and consents on behalf of the applicant and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such an official.
- (f) The program will be conducted and administered in compliance with:
- (1) Title VI of the Civil Rights Act of 1964 (Pub. L 88-352) and implementing regulations issued in 24 CFR Part 1;
 - (2) Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended, and implementing regulations;
 - (3) Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto (24 CFR Section 570.601);

- (4) Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations of 24 CFR Part 135;
- (5) Executive Order 11246, as amended by Executive Orders 11375 and 12086 and implementing regulations issued at 41 CFR Chapter 60; and the state review requirements of the Architectural Accessibility Act (Chapter 73, Title 29, Delaware Code) and the applicable rules and regulations promulgated by the State Architectural Accessibility Board;
- (6) Executive Order 11063 as amended by Executive Order 12259 and implementing regulations at 24 CFR Part 107;
- (7) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended and implementing regulations at 24 CFR Part 8;
- (8) The Age Discrimination Act of 1975 (Pub. L. 94-135) and implementing regulations when published;
- (9) The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementing regulations at 24 CFR Part 42 and all applicable regulations of the Delaware Uniform Relocation Act (Chapter 93, Title 29, Delaware Code);
- (10) The labor standards requirements as set forth in 24 CFR, Parts 3 and 5, and HUD regulations issued to implement such requirements;
- (11) Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution;
- (12) The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);
- (13) The regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, A-87, A-110, A-122, and A-133 as they relate to the acceptance and use of federal funds under this federally-assisted program and the Delaware CDBG Financial Management Handbook;
- (14) Section 106 of the National Historic Preservation Act of 1966, as amended via the Advisory Council on Historic Preservation's Regulations, Protection of Historic and Cultural Properties (36 CFR 80);

- (15) The provisions of the Hatch Act, which limits the political activity of employees; and
 - (16) The lead-based paint requirements of 24 CFR Part 35, Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et. seq.).
- (g) It will comply with the CDBG Regulation CFR 570.611, which prohibits conflicts of interest and with the HUD Standards of Conduct issued on November 1, 1985.
 - (h) No member, officer, or employee of the applicant, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof for work to be performed in connection with the program assisted under the CDBG Program, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification;
 - (i) It will give HUD, DSHA, the State Auditor and the Federal and State Comptroller Generals or any authorized representatives access to all records, books, papers, or documents related to the CDBG Program.
 - (j) It certifies to affirmatively further fair housing in accordance with Section 104(b)(2) of the Act as amended.
 - (k) Because HUD has not issued final regulations implementing the 1983 and 1984 amendments to the Housing and Community Development Act of 1974, as amended, the following "special condition" is incorporated into these Program Guidelines as a certification by the applicant and will also be utilized in all CDBG contracts:

Notwithstanding any other provisions of these Program Guidelines, requirements of the Amendments to Title I of the Housing and Community Development Act of 1974, and HUD's final regulations related thereto, which supersede or are not provided in the FY11 Program Guidelines shall govern the use of the assistance provided by the state to local government units in FY11-FY12.

- (l) It will not attempt to recover any capital costs of public improvements assisted in whole or part with the Title I funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
 - 1) assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than Title I funds; or
 - 2) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income, who are not persons of very low income.

- (m) It certifies to adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-44, (the 1990 HUD Appropriations Act).

Date

Signature of Authorized Official

Title of Official

Attachment D to the Delaware
CDBG Program Guidelines

DSHA-35

SECTION 8 EXISTING FAIR MARKET RENTS
AND CONTRACT RENT ANNUAL ADJUSTMENT FACTORS

I. FAIR MARKET RENTS - (Revised 10/1/10)

KENT COUNTY

<u>0-BR</u>	<u>1-BR</u>	<u>2-BR</u>	<u>3-BR</u>	<u>4-BR</u>	<u>MANUFACTURED (MOBILE) HOME SPACE</u>
674	733	812	1062	1426	325

SUSSEX COUNTY

<u>0-BR</u>	<u>1-BR</u>	<u>2-BR</u>	<u>3-BR</u>	<u>4-BR</u>	<u>MANUFACTURED (MOBILE) HOME SPACE</u>
620	675	750	1026	1056	300

II. CONTRACT RENT ANNUAL ADJUSTMENT FACTORS FOR UNITS WITH
NO TURNOVER - (Effective 1/12/10 - Revised 1/12/10)

HIGHEST COST UTILITY

	<u>Included</u>	<u>Excluded</u>
Southern Region	1.051	1.035

NOTE: The Annual Rent Adjustment Factors shown above may be used by investor-owners after the first year of the rehabilitation loan. However, the rents charged by investor-owners may not exceed the current Fair Market Rents for the duration of the loan.

DELAWARE STATE HOUSING AUTHORITY (DSHA)
FY11 DELAWARE CDBG APPLICATION FORM

I. General Application Information

A. Name, address, phone number, **DUNS number**, and **EIN number** of Applicant:

B. Name, position and signature of Person Submitting Application:

Date

C. Application on behalf of:

Name and position of authorizing official:

Signature

D. For "On Behalf of" applications, written documentation authorizing each "on behalf of" application request must be attached as Exhibit 1. If information contained in a county's application for its unincorporated areas is to be repeated in the body of the "on behalf of" applications, e.g. administrative budget, management capacity, etc., then these sections contained in the "on behalf of" applications may simply reference the appropriate section in the county's application.

E. Name, address and phone number of Contact Person:
(if different from B above)

F. Summary of Request:

(Attach cost breakdown for each activity requested on page two. Activities must be in order of priority).

Total Units/Low-Moderate Income Units Served: _____ / _____
Total CDBG Program Funds Requested: \$ _____
Total Cash Matching Funds: \$ _____
Total In-Kind Match Value: \$ _____
Total Program Cost (if different from amount requested) \$ _____

Activity: _____ Amount Requested: \$ _____
Total/L-M Units Served: ____ / ____ Cash Matching Funds: \$ _____
CDBG Cost/Unit \$ _____ In-Kind Value \$ _____
Total Activity Cost (if different from amount requested): \$ _____
Census Tract Number(s) (L-M Area Benefit activities): _____
Outcome Statement: _____

Activity: _____ Amount Requested: \$ _____
Total/L-M Units Served: ____ / ____ Cash Matching Funds: \$ _____
CDBG Cost/Unit \$ _____ In-Kind Value \$ _____
Total Activity Cost (if different from amount requested): \$ _____
Census Tract Number(s) (L-M Area Benefit activities): _____
Outcome Statement: _____

Activity: _____ Amount Requested: \$ _____
Total/L-M Units Served: ____ / ____ Cash Matching Funds: \$ _____
CDBG Cost/Unit \$ _____ In-Kind Value \$ _____
Total Activity Cost (if different from amount requested): \$ _____
Census Tract Number(s) (L-M Area Benefit activities): _____
Outcome Statement: _____

Activity: _____ Amount Requested: \$ _____
Total/L-M Units Served: ____ / ____ Cash Matching Funds: \$ _____
CDBG Cost/Unit \$ _____ In-Kind Value \$ _____
Total Activity Cost (if different from amount requested): \$ _____
Census Tract Number(s) (L-M Area Benefit activities): _____
Outcome Statement: _____

Activity: _____ Amount Requested: \$ _____
Total/L-M Units Served: ____ / ____ Cash Matching Funds: \$ _____
CDBG Cost/Unit \$ _____ In-Kind Value \$ _____
Total Activity Cost (if different from amount requested): \$ _____
Census Tract Number(s) (L-M Area Benefit activities): _____
Outcome Statement: _____

Activity: _____ Amount Requested: \$ _____
Total/L-M Units Served: ____ / ____ Cash Matching Funds: \$ _____
CDBG Cost/Unit \$ _____ In-Kind Value \$ _____
Total Activity Cost (if different from amount requested): \$ _____
Census Tract Number(s) (L-M Area Benefit activities): _____
Outcome Statement: _____

(Attach additional pages as necessary.)

II. Low/Moderate-Income Benefit:

LOW/MODERATE-INCOME BENEFIT TABLE – INSTRUCTIONS

The amount of benefit to low- and moderate-income persons must be calculated for each activity, as described below:

1. In column 1, list the activity.
2. In column 2, show the total number of persons that the activity will serve.
3. In column 3, show the number of low- and moderate-income persons that the activity will serve.
4. In column 4, divide column 3 by column 2 to show the percent of low- and moderate-income persons that the activity will serve.
5. In column 5, show the amount of funds requested for the activity.
6. In column 6, multiply column 4 by column 5 to show the amount of those funds that will be used to benefit low- and moderate-income persons.
7. List the source of data used to calculate benefit in the space provided at the bottom of this page. If a local survey was conducted, briefly summarize the survey method used and attach a copy of the survey instrument. (DSHA should be contacted before the survey is conducted to assure that the acceptable survey methodology is being used, or that prior surveys are still valid.)

LOW/MODERATE-INCOME BENEFIT TABLE

1. Activity	2. Total Persons Activity Will Serve	3. L/M Persons Activity Will Serve	4. % L/M Persons Activity Will Serve	5. Amount Requested For Activity	6. Amount L/M Benefit

Source of Data:

III. Management Capacity

A. List the person(s) to be responsible for administering the CDBG Program, and title(s):

<u>CDBG Personnel</u>	<u>Title(s)</u>
_____	_____
_____	_____
_____	_____
_____	_____

- B. Attach resumes or other supporting documentation for the personnel of new applications and new CDBG Program managers, which establishes the capacity of the personnel above to effectively manage a CDBG Program. **Attach the salaries of all program administration personnel to be funded through CDBG funds.**
- C. If the applicant proposes to contract out any portion of its administration, a copy of the proposed subcontract is attached.
- D. Past performances under the Delaware CDBG Program will be evaluated by DSHA based upon past monitoring reports, audit findings, and timely completion of contracts. No additional documentation is required of the applicant under this section.

IV. Application Work Plan

Each proposed program activity must address each of the following areas. Failure to specifically address any of these elements will make the application incomplete, forcing DSHA to consider the application unresponsive.

- A. Each program activity must be addressed separately. Program activities must be listed in order of priority with the program activity of highest priority first. This order of priority for program activities must be followed on all forms contained in this application.
- B. Each program activity must be fully described. For rehabilitation programs, this description must include THE NEED FOR THE PROPOSED ACTIVITY, the numbers of units to be rehabilitated, any special population groups the rehabilitation program will address, the target area, the NUMBER OF UNITS NEEDING REHABILITATION ASSISTANCE, THE PERCENTAGE OF UNITS NEEDING ASSISTANCE THAT ARE TO RECEIVE ASSISTANCE, AND THE PROPOSED OUTCOME.
- C. For public infrastructure projects, a detailed description of the work to be accomplished, the need for the proposed activity, the target area, the linear footage of what type and size of infrastructure to be provided, the NUMBER OF UNITS NEEDING INFRASTRUCTURE ASSISTANCE, THE PERCENTAGE OF THE UNITS NEEDING ASSISTANCE THAT ARE TO RECEIVE ASSISTANCE, THE PROPOSED OUTCOME, the location of what type and size of land acquisition, the matching funds to be provided, and the population groups to be addressed must be provided.
- D. Provide a timetable showing monthly milestones for completion of each activity. All FY11 Contracts will commence on July 1, 2011 and terminate on June 30, 2012.
- E. Attach maps indicating target areas.

- F. Attach drawings, plans, or other documentation necessary to describe program activities.
 - G. Describe each activity's conformance with the goals and objectives of the Delaware Consolidated Plan.
 - H. Describe the extent to which the proposed project(s) will result in a measurable concrete reduction of one or more significant problems identified in the Delaware Consolidated Plan.
 - I. Describe the extent to which the project builds upon previous work or supplements other work that will be funded from other sources.
 - J. Analyze the reasonableness of total cost in view of the cost benefit(s) to be achieved.
 - K. Describe source and amount of any funds used to leverage the CDBG portion of the project. Indicate when these funds will be available. Attach documentation of any match.
 - L. Describe any in-kind resources to be applied to the project. Attach documentation of any match.
 - M. Attach documentation of any match. Matching resolutions must be signed by a majority of Board/Council members and must include the source of funds.
 - N. For infrastructure projects, a description of why the jurisdiction is unable to pay for the activity without CDBG assistance.
- V. Each application should also describe the following:
- A. Describe any plans for the provision of housing for existing residents and anticipated growth for the area;
 - B. Describe any plans for the provision of adequate sites with supporting infrastructure for future housing, including housing for low/moderate-income residents of the area;
 - C. Describe any efforts to coordinate with businesses regarding the development of the community as it affects low/moderate-income residents of the area.
- VI. Application Submission
1. Submission Date for the FY11 CDBG Program
Applications for the state's FY11 CDBG Program must be received in DSHA's office at 18 The Green, Dover, Delaware 19901 no later than **4:00 p.m on March 2, 2011** ONE SIGNED ORIGINAL AND TWO COPIES of the application must be submitted.
 2. Application Content and Format
Applications for CDBG funds must be made on such forms and in accordance with such instructions as are prescribed by DSHA, and include all forms as may be applicable to the specific proposed activity.
- VII. Additional Requirements
- A. Re-Use Plan.
 - B. Rehabilitation Manual.
 - C. Target Area Approval.

STATE OF DELAWARE DELAWARE STATE HOUSING AUTHORITY DELAWARE CDBG PROGRAM – PROJECT COST SUMMARY				
CONTACT PERIOD – FROM:		TO:		
Summary of Program Activities Amount of Source				
I. PROGRAM ACTIVITIES	CDBG/HOME PROGRAM FUNDS	LOCAL FUNDS	OTHER FUNDS	TOTAL
A.				
B.				
C.				
D.				
E.				
F.				
G.				
H.				
I.				
J.				
TOTAL PROG. ACTIVITY COST				
II. ADMINISTRATION				
A. SALARIES				
B. OTHER EMPLOYMENT COSTS				
C. TRAVEL				
D. CONTRACTUAL SERVICES				
E. SUPPLIES & MATERIALS				
TOTAL ADMINISTRATION COSTS				
III. TOTAL PROGRAM COSTS				

NOTES:

1. * Denotes Cash Match
2. ** Denotes In-kind Match
3. List Sources of Each Match Amount on Additional Page

CERTIFICATION BY APPLICATIONS
FOR
THE DELAWARE CDBG PROGRAM

The application hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of Federal funds for this federally-assisted program. Also, the applicant gives assurance and certifies with respect to the program that:

- (a) It possesses legal authority to make an application and to execute a community development program.
- (b) Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the person identified as the official representative of the applicant to submit this application, all understanding and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the submission of the application and to provide such additional information as may be required.
- (c) That prior to submission of its application to DSHA, the applicant has met the following citizen participation requirements:
 - 1) Each applicant shall have provided all citizens, especially those living within the area(s) affected by the proposed application, with adequate opportunity for meaningful involvement on a continuing basis and for participation in the planning, implementation and assessment of its community housing and development plans and all CDBG applications related thereto. At the time of preparation of any application for funds under this program, the applicant shall provide adequate information to citizens including reasonable access to records on the past use of CDBG funds; and hold at least one public meeting (pursuant to advertisement in a publication of general local circulation) so that citizens will have the opportunity to comment on the community's past performance under the CDBG Program. A copy of the legal advertisement announcing the date, place and time of the meeting, and a transcript or summary of the comments received at the meeting must be included with the application. (Nothing in these requirements, however, shall be construed to restrict the responsibility and authority of the applicant for the development of the application and the execution of its community development program.); and
 - 2) Each applicant certifies that it has obtained the review and comment of its Community Development Advisory Committee as required by the Delaware CDBG Citizen Participation Plan dated May 15, 2005 and Section 508 of the Housing and Community Development Act of 1987; and
 - 3) Each applicant certifies that it has included in its notice of public meeting the following language:

"...In accordance with the Section 106 Review Process established by the National Historic Preservation Act of 1966, as amended, comments are especially encouraged from interested agencies and individuals with respect to undertakings that may affect historic properties of significance to such agencies and individuals..."
- (d) It has developed its application so as to give maximum feasible priority to activities which benefit low-and moderate-income families or aid in the prevention or elimination of slums and blight; and activities which the application certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available to meet such needs.
- (e) Its chief executive officer or other officer of the applicant approved by DSHA:
 - (1) Consents to assume the state of a responsible Federal official under the National Environmental Policy Act of 1969 and other authorities as specified in 24 CFR 58.1(a)(3) and carry out this responsibility in accordance with the "overview of Environmental Review Procedures" issued for the Delaware CDBG Program and dated July 1989; and meet the requirement of 24 CFR Part 58 and 24 CFR 570.604; and
 - (2) Is authorized and consents on behalf of the applicant and himself/herself to accept the jurisdiction of the Federal courts for the purpose of enforcement of his/her responsibilities as such an official.

- (f) The program will be conducted and administered in compliance with:
- (1) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations issued in 24CFR Part 1;
 - (2) Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended, and implementing regulations;
 - (3) Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto (24 CFR Section 570.601);
 - (4) Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations of 24 CFR Part 135;
 - (5) Executive Order 11246, as amended by Executive Orders 11375 and 12086 and implementing regulations issued at 41 CFR Chapter 60; and the state review requirements of the Architectural Accessibility Act (Chapter 73, Title 29, Delaware Code) and the applicable rules and regulations promulgated by the State Architectural Accessibility Board;
 - (6) Executive Order 11063 as amended by Executive Order 12259 and implementing regulations at 24 CFR Part 107;
 - (7) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended and implementing regulations at 24 CFR Part 8;
 - (8) The Age Discrimination Act of 1975 (Pub. L. 94-135) and implementing regulations when published;
 - (9) The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementing regulations at 24 CFR Part 42 and all applicable regulations of the Delaware Uniform Relocation Act (Chapter 93, Title 29, Delaware Code);
 - (10) The labor standard requirements as set forth in 24 CFR, Parts 3 and 5, and HUD regulations issued to implement such requirements;
 - (11) Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution;
 - (12) The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);
 - (13) The regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, A-87, A-110, A-122, and A-133 as they relate to the acceptance and use of Federal funds under this federally-assisted program and the Delaware CDBG Financial Management Handbook;
 - (14) Section 106 of the National Historic Preservation Act 1966, As amended via the Advisory Council on Historic Preservation's regulations, Protection of Historic and Cultural Properties (36 CFR 80);
 - (15) The provisions of the Hatch Act, which limits the political activity of employees;
 - (16) The lead-based paint requirements of 24CFR Part 35, Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et. seq.).
- (g) It will comply with the CDBG Regulation CFR 570.611, which prohibits conflicts of interest and with HUD Standards of Conduct issued on November 1, 1985.

- (h) No member, officer, or employee of the applicant, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof for work to be performed in connection with the program assisted under the CDBG Program, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification;
- (i) It will give HUD, DSHA and the State Auditor and the Federal and State Comptroller Generals or any authorized representatives access to all records, books, papers, or documents related to the CDBG Program.
- (j) It certifies to affirmatively further fair housing in accordance with Section 104(b)(2) of the Act as amended.
- (k) Because HUD has not issued final regulations implementing the 1983 and 1984 amendments to the Housing and Community Development Act of 1974, as amended, the following "special condition" is incorporated into these Program Guidelines as a certification by the applicant and will also be utilized in all CDBG contracts:

Notwithstanding any other provisions of these Program Guidelines, requirements of the Amendments to Title I of the Housing and Community Development Act of 1974, and HUD's final regulations related thereto, which supersede or are not provided in the FY11 Program Guidelines shall govern the use of the assistance provided by the state to local government units in FY11-FY12.

- (l) It will not attempt to recover any capital costs of public improvements assisted in whole or part with the Title I funds by assessing any amount against properties owned and occupied by persons of low-and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
 - 1) assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than Title I funds; or
 - 2) for purposes of assessing any amount against properties owned and occupied by persons of low- and moderate-income who are not persons of very low income.
- (m) It certifies to adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-44, (the 1990 HUD Appropriations Act).

Date

Signature of Authorized Official

Title of Official

IX. Exhibits

A. The following exhibits should be attached to the application, as applicable, in order noted below:

1. Authorization for “on behalf of” applications.
2. A copy of the notice of public hearing and summary of comments received.
3. Activities Under the Existing Housing Set Aside:
 - a. Rehabilitation:
 - 1) Copy of rehabilitation manual;
 - 2) Re-use plan for program income generated by rental rehab;
 - 3) DSHA target area approval attached;
 - 4) Identification of amount of funds and number of units to be accomplished in approved target areas and community-wide;
 - 5) Identification of mobile home units to be rehabilitated including number owner-and/or renter-occupied.
 - b. Demolition:
 - 1) Amount of funds and units to be accomplished in approved target areas and community-wide identified;
 - 2) Re-use Plan for program income from demolition liens attached.
4. Activities Under Infrastructure Project Set Aside:
 - a. Water and Sewer:
 - 1) Letters from appropriate agencies documenting serious and immediate threat attached;
 - 2) Documentation attached demonstrating community’s inability to finance project without CDBG funds, including
 - a) letters from other grantor agencies
 - b) financial statements
 - c) financial analysis
 - 3) Letters from community or appropriate agencies documenting commitment and source of matching funds.
5. Activities Under Emergency Project Set Aside:
 - a. Water and Sewer:
 - 1) Letters from appropriate agencies documenting serious and immediate threat attached;
 - 2) Documentation attached demonstrating that condition developed or became critical within 18 months of application;
 - 3) Documentation attached demonstrating community’s inability to finance project without CDBG funds, including
 - a) letters from other grantor agencies
 - b) financial statements
 - c) financial analysis.



RESOLUTION 2010-18
Sussex County

Council Member Pikus submitted to the Council the following Proposed Resolution:

ENDORISING PROJECT TO BE SUBMITTED TO THE DELAWARE STATE HOUSING AUTHORITY FOR FUNDING FROM THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AUTHORIZING DAVID B. BAKER, SUSSEX COUNTY ADMINISTRATOR TO SUBMIT APPLICATION.

WHEREAS, the City of Milford resolves to apply for Community Development funds from the Delaware State Housing Authority in accordance with appropriate regulations governing Community Development Block Grants State of Delaware Program for Block Grants as contained in Sections 570.488-499 24 CFR U.S. Department of Housing and Urban Development; and

WHEREAS, the City of Milford has met the application requirements of (Attachment E Delaware Community Block Grant Program Policies and Procedures) Citizen Participation requirements; and

WHEREAS, Sussex County plans on accomplishing the requested projects with CDBG funds; and

WHEREAS, the City of Milford hereby agrees to allow Sussex County to accomplish the projects in the targeted areas of Milford; and

WHEREAS, the City of Milford and Sussex County are in agreement with this activity.

NOW, THEREFORE, BE IT RESOLVED by the City of Milford and Sussex County that they endorse and grant permission for the following activity:

APPLICATION: Rehabilitation/Infrastructure/Demolition

Total Infrastructure project cost is \$_____ , total CDBG grant request is \$_____. Matching funds in the amount of \$_____ will be provided by the City of Milford general funds. NOTE: To be used for Infrastructure projects only.

I DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF A RESOLUTION PASSED BY THE CITY OF MILFORD, SUSSEX COUNTY, ON THE 22nd DAY OF NOVEMBER 2010.

WE GIVE MAYOR AUTHORIZATION TO SIGN RESOLUTION:

Council Members

Steven Johnson Owen Brooks, Jr.
Garrett Grier, III Douglas Morrow
S. Allen Pikus James Starling, Sr.
Jason Adkins Katrina Wilson

Joseph Ronnie Rogers
Mayor

I DO HEREBY CERTIFY THAT THE FOREGOING TITLE OF RESOLUTION ADOPTED BY THE CITY OF MILFORD IS THE SAME TITLE OF RESOLUTION NO. _____ ADOPTED BY THE COUNTY COUNCIL OF SUSSEX COUNTY ON THE _____ DAY OF _____.

Robin A. Griffith
Clerk of the County Council

City of Milford



CITIZEN PARTICIPATION CERTIFICATE OF ASSURANCE Sussex County

It is hereby assured and certified to the Delaware State Housing Authority that Sussex County, Delaware, has met application requirements of (Attachment E Delaware Community Development Block Grant Program Policies and procedures) citizen participation requirements, and that Sussex County has:

- 1) made available information concerning the amount of funds that may be applied for;
- 2) made known the range of activities that may be undertaken with these funds;
- 3) made known the fact that more applications will be submitted to the State of Delaware than can be funded;
- 4) outlined the processes to be followed in soliciting and responding to the views and proposals of citizens, communities, nonprofit agencies and others in a timely manner; and
- 5) provided a summary of other important program requirements.

The City of Milford has held a Public Hearing on November 22, 2010 with required notice for all citizens, including low and moderate income persons, to have an opportunity to present their views and proposals.

The City of Milford has by resolution and after one Public Hearing, endorsed this application.

Mayor Joseph Ronnie Rogers

Attest _____



RESOLUTION 2010-19
Requirement for Fair Housing
Sussex County

WHEREAS, the City of Milford recognizes the importance of fair housing for the citizens of Milford; and

WHEREAS, the City of Milford supports the goals of the Federal Fair Housing Law.

NOW, THEREFORE, BE IT RESOLVED, that the City of Milford heartily encourages all parties involved in the renting, selling or financing of housing in the City of Milford to insure that no person shall, on the grounds of race, color, national origin or sex, be discriminated against or denied a fair and equal opportunity for housing; and

BE IT FURTHER RESOLVED, that the City of Milford, when acting as administrator of a Community Block Grant, is hereby authorized to take such actions as deemed necessary to affirmatively further fair housing in connection with the said Community Development Block Grant.

This RESOLUTION was passed by a majority of the Council of the City of Milford on November 22, 2010.

Mayor Joseph Ronnie Rogers

Attest _____

City of Milford



RESOLUTION 2010-20 Authorizes Levy Court of Kent County to Submit Application

The City Council of Milford, Delaware, hereby authorizes its Mayor, Joseph Ronnie Rogers, to submit the Fiscal Year 2011 Community Development Block Grant (CDBG) application and all understandings and assurances therein contained, and furthermore authorizes the Levy Court of Kent County to Act as the official representative of the City of Milford in connection with the submission of the Fiscal Year 2011 CDBG applicant and to provide such additional information as may be required. In the event the City of Milford's application is funded, the Levy Court of Kent County is hereby authorized to administer the funded application on behalf of the City of Milford.

This resolution was passed by a majority of the Council of the City of Milford on November 22, 2010.

Mayor Joseph Ronnie Rogers

Attest _____

City of Milford



RESOLUTION 2010-21 Requirement for Fair Housing Kent County

WHEREAS, the City of Milford recognizes the importance of fair housing for the citizens of Milford; and

WHEREAS, the City of Milford supports the goals of the Federal Fair Housing Law.

NOW, THEREFORE, BE IT RESOLVED, that the City of Milford heartily encourages all parties involved in the renting, selling or financing of housing in the City of Milford to insure that no person shall, on the grounds of race, color, national origin or sex, be discriminated against or denied a fair and equal opportunity for housing; and

BE IT FURTHER RESOLVED, that the Kent County Levy Court, when acting as administrators of a Community Block Grant for the City of Milford, is hereby authorized to take such actions as deemed necessary to affirmatively further fair housing in connection with the said Community Development Block Grant.

This RESOLUTION was passed by a majority of the Council of the City of Milford on November 22, 2010.

Mayor Joseph Ronnie Rogers

Attest _____



Sussex County Association of Towns

P.O. Box 589 Georgetown, DE 19947

Town of Bethany Beach

Town of Bethel

Town of Blades

Town of Bridgeville

Town of Dagsboro

Town of Delmar

Town of Dewey Beach

Town of Ellendale

Town of Fenwick Island

Town of Frankford

Town of Georgetown

Town of Greenwood

Town of Henlopen Acres

Town of Laurel

City of Lewes

City of Milford

Town of Millsboro

Town of Millville

Town of Milton

Town of Ocean View

City of Rehoboth Beach

City of Seaford

Town of Selbyville

Town of Slaughter Beach

Town of South Bethany

Sussex County Council

SCAT'S HOLIDAY DINNER

LOCATION: Victoria's Restaurant
Rehoboth Beach

DATE: Wednesday, December 1, 2010

TIME: 6:00 p.m. – Social
6:30 p.m. – Dinner

HOST: City of Rehoboth Beach

COST: \$33.00

MENU:

Field Greens Salad

**Petite Filet Mignon with port wine mushroom demi-glace,
paired with a pan-seared Crab Cake**

Ragout of Seasonal Fall Vegetables

Roasted Red Bliss Potatoes

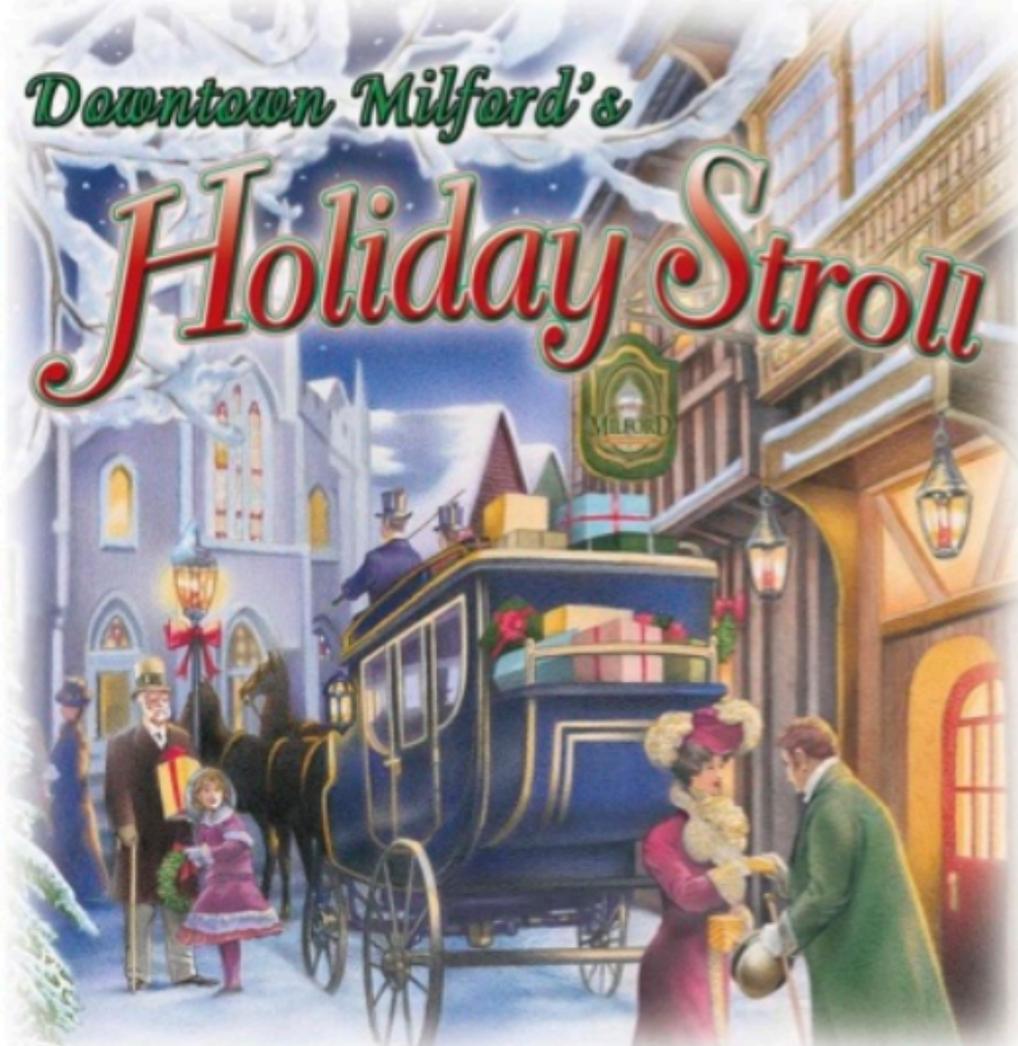
Cheesecake with Strawberry Compote

**For reservations, please call Barbara at City Hall at 227-4641 no later
than WEDNESDAY, NOVEMBER 24TH.**

Please make checks payable to the City of Rehoboth Beach.

Downtown Milford's

Holiday Stroll



**Friday, December 3rd
5pm to 8pm**

Snow or Shine

Come downtown to enjoy treats in most businesses, live entertainment throughout the streets, visit with Santa & Mrs. Claus, and much more.

Sponsored By

**Dave Wilson
of WILSON'S AUCTION**

Presented By
DOWNTOWN

Milford
INCORPORATED

For more information visit
www.downtownmilford.org or
call (302) 839-1180



Holiday Wine & Cheese Tasting

Hosted By: Friends of the Milford Police Department

Saturday, December 4, 2010

4:00 P.M. - 8:00 P.M.

Sunset Cove

3 Haven Lane Avenue, Milford, Delaware

Benefits:

**Milford Police Department's
Christmas Toy and Food Drive**

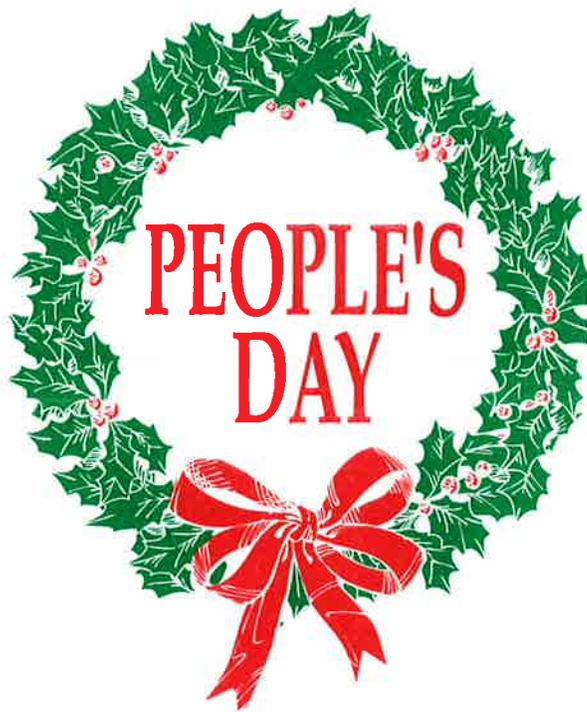
\$25.⁰⁰ per person

For Ticket Information:

Contact: Downtown Milford, Inc. (302) 839-1180



**Saturday
December 4
Downtown
Milford**



***Celebrating
Services
to People
in Milford***

~ **Holiday Stroll • Downtown Milford • Friday, December 3 • 5-8 p.m.** ~

Santa & Mrs. Claus • Milford Public Library • Treats & Live Entertainment
Music School of Delaware Open House & Instrument Petting Zoo

~ **Saturday, December 4 • Events** ~

8:00 - 3:00
Milford
Public Library

**Christmas Tree Extravaganza,
Holiday Bazaar & Book Sale**

11:00 - 3:00

Santa will be in residence
at his house in Library Square

8:00 - 11:00
Milford
Senior
Center

**People's Place 11th Annual
Choral Breakfast**

Musical Performances
All-You-Can-Eat Breakfast
Thrift Shop Open
Holiday Vendors
Poinsettia Sale
Visit from Santa • 9:00-10:00 a.m.

1:00 - 4:00
Milford
Skating Center

**\$1 Off
General Admission**
Parents Free

All Weekend
Downtown
Merchants

**Sales
Raffles
Holiday Specials**

10:00 - 4:00
Milford
Museum

Rock 'n' Roll of the 1950's & 1960's

Historical Exhibit
Milford History
Holiday Exhibits

7:00
Milford
High School
*For tickets, call
302-943-7339*

"The Nutcracker"
Diamond Dance Company
Saturday, Dec. 4 • 7:00 p.m.
Sunday, Dec. 5 • 2 p.m.

11:00 - 2:00
Milford
Boys & Girls
Club

Santa's Workshop

Santa Shop & Poinsettia Sale
Holiday Crafts Kids Can Make
Refreshments for Sale

8:00
Riverfront
Theatre
*For tickets, call
302-422-0220*

"Second Street Players"
"Seussical the Musical"
Friday, Dec. 3 • 8 p.m.
Saturday, Dec. 4 • 8 p.m.
Sunday, Dec. 5 • 3 p.m.



11th Annual Choral Breakfast

Adults \$6.00 • Children 12 & Under \$3.00 (Under 3 - Free)
Entertainment Only \$3.00 • For Tickets, Call 422-8033 ext. 183



People's Day is brought to you by

Boys & Girls Club
Chamber of Commerce
for Greater Milford
City of Milford
Diamond Dance Company

Downtown Merchants
Downtown Milford, Inc.
Milford Museum
Milford Public Library
Milford Senior Center

Milford Skating Center
People's Place
Riverfront Theatre
The Music School of Delaware



Call 422-8033 ext. 183 for more information.





The Chamber of Commerce for Greater Milford
Invites you to join them for the

***DECEMBER HOLIDAY STOCKING STUFFER
BUSINESS MIXER***

~ Hosted by ~

The Heritage at Milford

***500 South DuPont Boulevard (Route 113 S.)
Milford, Delaware 19963***

Thursday December 2, 2010

5pm – 7:00pm

**Join us for entertainment, hors d'oeuvres, beverages of holiday cheer,
entertainment & holiday photos,
while filling stockings for local families in need.**

**The goal this year is to fill 300 stockings. Your generous support of
stockings, stocking stuffer items along with your help filling the stockings
will make a difference in a child's life.**

Please Bring Your Donations to **Heritage at Milford** by November 26th.
This will enable us to prepare to meet our goal of 300 stockings.

***For additional information, please call Cheryl Stover at 302-422-8700
or Chamber of Commerce at 302-422-3344.***

***Please RSVP by November 26th to **Chamber of Commerce for Greater
Milford**; 302-422-3344 or Fax to 302-422-7503***

Name of business or individual: _____

Number Attending: _____ Items Donated: _____



November 15, 2010

Dear *Members of the Milford City Council,*

Recently I attended a viewing of the documentary Joan and Sudler Lofland have made about the shipbuilding industry and other important aspects of Milford's past. It was a wonderful experience and fun to see many of Milford's favorite sons and daughters remembering the companies, the newspaper, and the downtown area as it existed through the years.

The narrator even spoke of the new things happening on the Mispillion Riverfront and I was so happy to hear the Mispillion Art League mentioned in the film. Certainly you've noticed there is a new occupant in the old Humes Hardware store on Walnut Street in downtown Milford. It is now the home of the Mispillion Art League that I, with others interested in the visual arts, founded six years ago. It has been successful in a very short time and I believe that you may like to contribute to its continued success.

To achieve a community with a climate in which the arts can thrive takes people, policy, and money. The people who are active in the visual arts have bought in. Now we need friends who want this Art League to stay in downtown Milford to buy in. The Board assures me that donations to the League will be used to achieve their mission of bringing a quality visual arts program to the bi-County City of Milford through educational programs such as workshops and lessons for children and adults, exhibits of members' works, special exhibits from time to time, and other relevant activities.

The League has a fundraising program called "\$100 from 100 Donors". The first 100 persons, couples, families, or **organizations** contributing to this program by December 31, 2010 will have their names inscribed on a plaque to be hung for years to come at the Art League Gallery. In addition to the naming recognition donors will receive two mugs with an Art League logo. We are now 17 donors away from our goal and are hoping for contributions from other Milford 501(c)(3) charitable organizations as well as the City of Milford, Kent County Levy Court, and Sussex County Council.

Thank you for helping my dream come true to have an organization in Milford devoted to the visual arts. And thank you for contributing to the lasting success of the Mispillion Art League.

Sincerely,

Helen Holleger
Founding President 2004-2007
Mispillion Art League

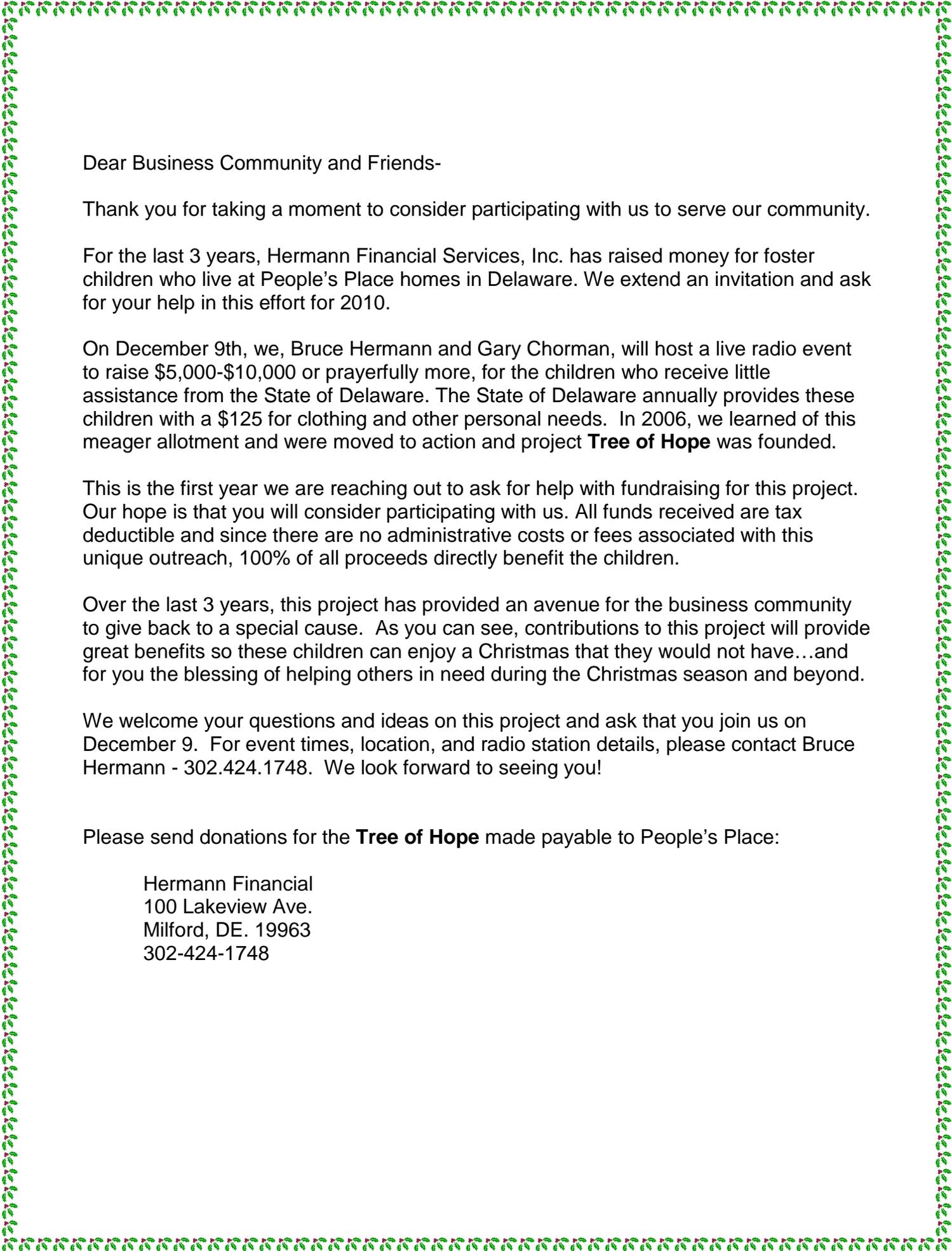
Mail with your contribution of \$100 to Mispillion Art League, P.O. Box 624, Milford, DE 19963

Name _____
(of person, couple, family, or organization as you wish to have it on the plaque)

Address _____

Phone Number _____

Email _____



Dear Business Community and Friends-

Thank you for taking a moment to consider participating with us to serve our community.

For the last 3 years, Hermann Financial Services, Inc. has raised money for foster children who live at People's Place homes in Delaware. We extend an invitation and ask for your help in this effort for 2010.

On December 9th, we, Bruce Hermann and Gary Chorman, will host a live radio event to raise \$5,000-\$10,000 or prayerfully more, for the children who receive little assistance from the State of Delaware. The State of Delaware annually provides these children with a \$125 for clothing and other personal needs. In 2006, we learned of this meager allotment and were moved to action and project **Tree of Hope** was founded.

This is the first year we are reaching out to ask for help with fundraising for this project. Our hope is that you will consider participating with us. All funds received are tax deductible and since there are no administrative costs or fees associated with this unique outreach, 100% of all proceeds directly benefit the children.

Over the last 3 years, this project has provided an avenue for the business community to give back to a special cause. As you can see, contributions to this project will provide great benefits so these children can enjoy a Christmas that they would not have...and for you the blessing of helping others in need during the Christmas season and beyond.

We welcome your questions and ideas on this project and ask that you join us on December 9. For event times, location, and radio station details, please contact Bruce Hermann - 302.424.1748. We look forward to seeing you!

Please send donations for the **Tree of Hope** made payable to People's Place:

Hermann Financial
100 Lakeview Ave.
Milford, DE. 19963
302-424-1748

CITY OF MILFORD CHARTER AMENDMENT
Election Date Change/Easter Weekend

Resolution 2010-17

A Resolution amending the City of Milford Charter, as was approved by the Council of the City of Milford on _____ and in accordance with Title 22, Chapter 8, Section 811 of the Delaware Code.

WHEREAS, the Charter of the City of Milford requires the Annual Municipal Election to be held on the fourth Saturday of April; and

WHEREAS, in some years, that Saturday falls between Good Friday and Easter Sunday; and

WHEREAS, this has the potential to place a burden on observant Christians and those celebrating the holiday with family and friends, many of whom will be out of town.

NOW, THEREFORE, BE IT RESOLVED:

That any year in which the Annual Municipal Election falls between Good Friday and Easter Sunday, that election shall be moved to the third Saturday in April to allow for maximum voter participation in the City of Milford Elections.

AND BE IT FURTHER RESOLVED, that the City Solicitor of the City of Milford, is authorized and directed to forward a copy of this Resolution and Amendment to the City of Milford Charter to members of the Delaware General Assembly and to seek the assistance and support of those members of the General Assembly for this City of Milford Charter Amendment.

AND that the General Assembly of the State of Delaware is hereby requested, during its 2011 Session, to approve by no less than a two-thirds vote of all members elected to each branch, the amendment of the City Charter of the City of Milford, Delaware, in the form and manner as follows:

SPONSORS:

Delaware State Senate
146th General Assembly

Senate Bill No.

AN ACT TO AMEND THE CHARTER OF THE CITY OF MILFORD, BEING CHAPTER 148, VOLUME 72, OF THE LAWS OF DELAWARE, AS AMENDED, RELATING TO ELECTIONS.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF DELAWARE (Two-thirds of all members elected to each house thereof concurring therein):

Section 1. Amend Article II, Section 2.01, by inserting a new subsection 2.01(1) to read as follows:

(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. at such places as shall be determined by the Council and in accordance with State law.

(1) 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.

Section 2. This Act shall become effective upon its enactment into law.

SYNOPSIS

This Act amends the Charter of the City of Milford by authorizing a change in the date of the Annual Municipal Election to prevent any conflict with the Easter Holy Days.

CITY OF MILFORD
Chapter 222-Water
ORDINANCE 2010-20

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF MILFORD, CHAPTER 222
THEREOF, ENTITLED WATER, For the purpose of PROHIBITING CERTAIN TYPES OF
PRIVATE WATER WELLS.

WHEREAS, water services are available to businesses and residences within the City of Milford;
and,

WHEREAS, it is necessary that these services be utilized and that for health and safety purposes,
persons within the City of Milford are not allowed to build and maintain separate water wells
except as defined herein.

NOW, THEREFORE, the City of Milford hereby ordains:

Section 1. Section 3 of Chapter 222, Water, of the Code of the City of Milford is hereby amended
by adding the following definitions:

AGRICULTURAL WELL— A well used for the watering of livestock, poultry, aquaculture
uses, or solely for the watering of household yards and gardens or for other purposes related to
farming in general but not including the irrigation of lands or crops. Water is not used for human
consumption or to service a dwelling.

DEWATERING WELL—A well used to remove ground water for construction of footings,
sewer lines, building foundations, elevator shafts, etc.

DOMESTIC WELL—A well primarily used for potable non-public water supply purposes and
which may be used for non-potable purposes, excluding heat pump supply.

HEAT PUMP CLOSED LOOP WELL—A sealed and pressurized loop of pipe containing a heat
exchange solution which is circulated below the earth's surface and utilizes groundwater for the
purpose of heat transfer.

HEAT PUMP RECHARGE WELL—A well constructed and primarily used for injecting ground
water source heat pump effluent back into an aquifer, and which may be used for other non-
potable water supply purposes provided prior written approval is obtained from the City.

HEAT PUMP SUPPLY WELL—A well constructed primarily to obtain ground water as a
source for heat pump supply purposes and which may not be used for other purposes such as
domestic water supply.

INDUSTRIAL WELL—A well which is used in the processing, washing, packaging, or
manufacturing of a product excluding food and beverages.

IRRIGATION WELL—A well which is used for the watering of lands or crops other than
household lawns and gardens.

MONITOR WELL—A well installed for the sole purpose of the determination of subsurface conditions and collecting ground water samples.

OBSERVATION WELL—A well used for the sole purpose of determining ground water levels.

POTABLE WATER--Any water which is in compliance with all the primary health related drinking water standards specified in the Delaware Regulations Governing Public Drinking Water Systems and the US EPA Safe Drinking Water Act, and is acceptable for human consumption.

PUBLIC WELL—A well which is used to supply water to more than three dwelling units; twenty-five (25) or more employees; in the manufacture of ice, foods, or beverages; to the public in food washing, processing, or preparation in a plant, restaurant, or other facility.

TEST WELL—A well installed to ascertain the lithology and water transmission properties of an aquifer or geologic materials and which may be used to determine water quality; a well which is not used on a permanent basis.

Section 2. Chapter 222, Water, of the Code of the City of Milford is hereby amended by adding the following section:

§222-32 Wells.

A. Except as provided in this section, no person shall install, construct, develop, maintain, or use any type of well within the City limits and or the area served by the City's water system.

B. Upon the issuance of a permit by the City, the following types of wells are allowed to be installed, constructed, developed, maintained and used within the City limits and/or the area served by the City's water system.

1. Any well lawfully in existence at the time of enactment of this ordinance, provided, however, the size of such wells shall not be expanded.
2. Agricultural wells on properties of three or more acres (The intended use of agricultural wells in the City of Milford is for irrigation of open space, public grounds, school grounds, parks and recreational playing fields)
3. Domestic wells when the property is not located within 200 feet of the City's water system.
4. Heat pump wells are permitted for the conservation of natural resources and energy.
5. Dewatering, observation, monitoring and test wells are permitted in accordance with State regulations.
6. Public, Industrial or Irrigation wells are permitted upon approval of City Council.

SITE AGREEMENT

Site Name: City of Milford

Site ID #: DE0030

This Site Agreement ("Agreement") is entered into as of _____ by Open Range Communications, Inc., a Delaware corporation ("Tenant") and The City of Milford ("Owner"). Owner acknowledges receiving good and valuable consideration for entering into this Agreement.

1. Premises and Use. Owner owns the property described on **Exhibit A** attached ("Owner's Property"). Subject to the provisions of Section 2 below regarding the Due Diligence Period, Owner leases to Tenant the site (consisting of a portion of Owner's Property) described below [**Check all appropriate boxes**]:

- Land consisting of approximately 100 square feet for construction of:
- shelters and/or base station equipment and
 - antenna support structure;
- Building interior space consisting of approximately _____ square feet for placement of shelters and/or base station equipment;
- Building exterior space consisting of approximately _____ square feet for placement of shelters and/or base station equipment;
- Building exterior space for attachment of antennas;
- Tower space between the 110 foot level on the tower for attachment of antennas;

generally in the location(s) shown on **Exhibit B** attached, as well as riser, conduit and other space required for cable runs to connect its equipment and antennas, and together with all necessary non-exclusive easements for vehicular and pedestrian access thereto, for placement of an underground grounding system, and for access to the appropriate source of electric, telephone and other utilities, in the discretion of Tenant (the "Site"). The Site may be used by Tenant (and/or any of its affiliated entities) for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, communications service facilities, including, without limitation, antennas and microwave dishes, air conditioned base station equipment cabinets, cable, wiring, power sources (including permanent generators and fuel storage tanks), related equipment and structures and, if applicable to the Site, an antenna support structure (the "Facilities"). All of the Facilities will remain Tenant's personal property and are not fixtures. Any visual or textual representation of the Facilities on **Exhibit B** is illustrative only, and does not limit the rights of Tenant as provided for in this Agreement. Tenant will use the Site in a manner which will not unreasonably disturb the occupancy of Owner's other tenants, if any. Tenant will have unrestricted access to the Site and the Facilities 24 hours per day, 7 days per week.

2. Term. This Agreement becomes effective on the date that both Owner and Tenant have executed this Agreement ("Effective Date"). Tenant's lease term shall commence, if at all, at the end of the Due Diligence Period on the Term Commencement Date. The term of Tenant's lease and tenancy, if any, (the "Term") is 5 years, commencing on the "Term Commencement Date" which is defined as the earlier to occur of: (a) the date that Tenant commences construction of the Facilities; or (b) 18 months after the Effective Date. The Term will be automatically renewed for 5 additional terms of 5 years each (each a "Renewal Term"), unless Tenant provides Owner with notice of its intention not to renew prior to the expiration of the initial Term or any Renewal Term. The Due Diligence Period is defined as the time between the Effective Date and the Term Commencement Date. During the Due Diligence Period, Tenant will be permitted to enter Owner's Property to perform surveys, inspections, investigations and tests, including, without limitation, signal, topographical, geotechnical, structural and environmental tests, in Tenant's discretion to determine the physical condition, suitability and feasibility of the Site. If Tenant determines, in its discretion, that the Site is not appropriate for Tenant's intended use (or if Tenant otherwise decides, for any reason or no reason, not to commence the lease Term), then Tenant may terminate this Agreement upon notice to Owner at any time prior to the end of the Due Diligence Period. Owner acknowledges that, prior to the Term Commencement Date, Tenant has limited access to, but no ownership or control of, any portion of Owner's Property and that Tenant's access during the Due Diligence Period shall not cause Tenant to be considered an owner or operator of Owner's Property or the Site for purposes of environmental laws or otherwise.

3. Rent. Starting on the date that is 30 days after the Term Commencement Date and on the first day of every month thereafter, Tenant will pay rent in advance in equal monthly installments of ~~\$1200~~1500.00. Rent for any partial months will be prorated based upon a 30-day month. Notwithstanding anything contained in this Section, Tenant's obligation to pay rent is contingent upon Tenant's receipt of an IRS approved W-9 form setting forth the tax identification number of Owner or of the person or entity to whom rent checks are to be made payable as directed in writing by Owner. ~~The Rent for each Renewal Term Beginning with the first anniversary of the Commencement Date, and each anniversary thereafter, rent shall be increased by ten-two percent (42%) of the monthly or annual installment of rent payable during the previous Term-12 moth~~

~~period or Renewal Term.~~ If the ~~Renewal Term Anniversary commences-falls~~ on any day other than the first day of a calendar month, then the rent will not be increased until the first day of the first calendar month following the ~~commencement of each Renewal Term Anniversary.~~ The Rent will be sent to the address shown underneath Owner's signature.

4. Title and Quiet Possession. Owner represents and warrants to Tenant and further agrees that: (a) it is the owner of Owner's Property; (b) it has rights of pedestrian and vehicular access from the nearest public roadway to the Site, which Tenant is permitted to use; (c) it has the right to enter into this Agreement; (d) the person signing this Agreement has the authority to sign; (e) Tenant is entitled to access the Site at all times and to quiet possession of the Site throughout the initial Term and each Renewal Term, so long as Tenant is not in default beyond the expiration of any notice or cure period; and (f) Owner will not have unsupervised access to the Site or to the Facilities.

5. Assignment/Subletting. Tenant has the right to sublease (or otherwise transfer or allow the use of) all or any portion of the Site or assign its rights under this Agreement ~~without consent, without notice to or consent of upon written notice to~~ Owner.

6. Notices. All notices must be in writing and are effective only when deposited in the U.S. mail, certified mail, return receipt requested and postage prepaid or when sent via overnight delivery service. Notices to Tenant are to be sent to:

Open Range Communications, Inc.
8100 E. Maplewood Ave 6430 South Fiddlers Green.
Suite 200500
Greenwood Village, CO 80111

or to such other address as Tenant may notify Owner pursuant to this section.

Notices to Owner must be sent to the address shown underneath Owner's signature.

7. Improvements. Tenant may, at its expense, make improvements on and to the Site as it deems necessary or desirable from time to time for the operation of the Facilities. Owner agrees to cooperate with Tenant with respect to obtaining any required zoning or other governmental approvals for the Site, the Facilities and contemplated use thereof. Upon termination or expiration of this Agreement, Tenant will remove the above-ground Facilities.

8. Compliance with Laws. Owner represents and warrants to Tenant that Owner's Property (including the Site) and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. Tenant will substantially comply with all applicable laws relating to its possession and use of the Site.

9. Interference. Tenant will resolve technical interference problems that the Facilities might cause (i) with other equipment located at the Site on the Effective Date, or (ii) when Tenant desires to add additional Facilities to the Site, any equipment that became attached to the Site between the Effective Date and such future date. Likewise, Owner will not permit or suffer the installation of any equipment on Owner's Property after the Effective Date that: (a) results in technical interference problems with the Facilities, or (b) encroaches onto the Site.

10. Utilities. Owner represents and warrants to Tenant that all utilities adequate for Tenant's intended use of the Site are available at or near the Site. Tenant will pay for all utilities used by it at the Site. Owner grants to Tenant and the local utility companies (as appropriate) any easement(s) reasonably required by Tenant or the utility companies in order to provide utility service required by Tenant for its intended use of the Site throughout the initial Term and each Renewal Term, and Owner will execute, at no cost to Tenant or the utility companies, any instrument(s) reasonably necessary to evidence such rights. If there is a loss of electrical service at the Site, Tenant may, at its expense, install and maintain a temporary generator and temporary fuel storage tank at the Site or on Owner's Property adjacent to the Site.

11. Sub-metering. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from the Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within thirty days of receipt of the usage data

Site Name: Milford I

and required forms. Failure by Landlord to perform this function will limit utility fee recovery by Landlord to a 12-month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least 24 hours advanced notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hour per day, seven (7) day per week.

12. Termination. Notwithstanding any provision contained in this Agreement to the contrary, Tenant may, in Tenant's sole and absolute discretion and at any time and for any or no reason, terminate this Agreement without further liability by delivering thirty (30) days prior written notice to Owner.

13. Default. If either party is in default under this Agreement for a period of 30 days following receipt of written notice from the non-defaulting party, the non-defaulting party may pursue any remedies available to it against the defaulting party at law and in equity, including, but not limited to, the right to terminate this Agreement. If a non-monetary default cannot reasonably be cured within a 30-day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within the 30-day period and proceeds with due diligence to fully cure the default.

14. Indemnity. Except with respect to Hazardous Substances, which are defined and provided for in Section 14 below, Owner and Tenant each indemnifies and agrees to defend the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees), damages, claims of liability and losses (collectively, "Claims") which arise out of the negligence or intentional misconduct of the indemnifying party, its agents or contractors. This indemnity is subject to the waiver of recovery in Section 17 below, and does not apply to any claims arising from the negligence or intentional misconduct of the indemnified party, its agents or contractors. The indemnity obligations under this Section will survive termination of this Agreement.

15. Hazardous Substances. Owner represents and warrants to Tenant that it has no knowledge of any substance, chemical or waste on or affecting Owner's Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (collectively, "Hazardous Substance"). Notwithstanding any provision contained in this Agreement to the contrary, Owner will have sole responsibility for the identification, investigation, monitoring and remediation and cleanup of any Hazardous Substance discovered on Owner's Property. Owner agrees to indemnify, defend and hold harmless Tenant from any and all Claims relating to any Hazardous Substance present on or affecting Owner's Property prior to or on the Term Commencement Date, unless the presence or release of the Hazardous Substance is caused by the activities of Tenant. Tenant will not introduce or use any Hazardous Substance on the Site in violation of any applicable law, and Tenant will indemnify, defend and hold harmless Owner from and against all Claims arising out of Tenant's breach of this sentence. Owner will not introduce or use any Hazardous Substance on Owner's Property in violation of any applicable law, and Owner will indemnify, defend and hold harmless Tenant from and against all Claims arising out of Owner's breach of this sentence. The provisions of this Section will apply as of the Effective Date. The indemnity obligations under this Section will survive termination of this Agreement.

16. Subordination and Non-Disturbance. This Agreement is subordinate to any mortgage or deed of trust of record against the Site as of the Effective Date. Promptly after this Agreement is fully executed, however, Owner will obtain a non-disturbance agreement in a form reasonably acceptable to Tenant from the holder of any mortgage or deed of trust.

17. Property Taxes. Tenant will pay Owner any increase in Owner's real property taxes that is directly and solely attributable to improvements to the Site made by Tenant. Owner must pay prior to delinquency, all property taxes and assessments attributable to Owner's Property. Within 60 days after receipt of evidence of Owner's payment and documentation detailing any tax increase, Tenant will pay to Owner any increase in Owner's real property taxes which Owner demonstrates, to Tenant's satisfaction, is directly and solely attributable to any improvements to the Site made by Tenant. Tenant shall pay when due any personal property taxes assessed directly against the Facilities.

18. Insurance. During the initial Term and all Renewal Terms, each party will procure and maintain commercial general liability insurance, with limits of not less than \$1,000,000 combined single limit per occurrence, and \$2,000,000 aggregate, and will make the other party an additional insured on such policy. Within 30 days after receipt of a written request from the other party, each party will provide the requesting party with a Certificate of Insurance evidencing the required coverage. Alternatively, each party will have the option of providing the requesting party with evidence of such coverage electronically, by providing the requesting party with a Uniform Resource Locator ("URL") link to access such party's Memorandum of Insurance website. Each party will cause each insurance policy obtained by it to provide that the insurance company waives all

rights of recovery by subrogation against the other party in connection with any damage covered by the policy. Each party waives its right of recovery against the other for any loss or damage covered by any property insurance policies maintained by the waiving party.

19. Maintenance. Tenant will be responsible for repairing and maintaining the Facilities and any other improvements installed by Tenant at the Site in a proper operating and reasonably safe condition; provided, however, if any repair or maintenance is required due to the acts or omissions of Owner, its agents, contractors or employees, Owner will promptly reimburse Tenant for the reasonable costs incurred by Tenant to restore the damaged areas to the condition which existed immediately prior thereto. Owner will maintain and repair all other portions of Owner's Property in a proper operating and reasonably safe condition.

Tenant understands that Owner may find it necessary from time to time to interrupt Tenant's use of the Premises for maintenance of the water tank. Landlord shall provide Tenant with at least sixty (60) days prior written notice for non-emergency maintenance, "Maintenance Period", and, if necessary, Tenant agrees to temporarily remove its antennas or coax from the water tank. A schedule of all anticipated routine maintenance shall be provided prior to full execution of this agreement. Tenant, at its sole cost and expense, may use a temporary transmission site or cell on wheels ("COW") on Landlord's Property at an available location sufficient to meet Tenant's coverage or engineering needs.

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20. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) this Agreement is governed by the laws of the state in which the Site is located; (c) Owner agrees to promptly execute and deliver to Tenant a recordable Memorandum of Agreement in the form of **Exhibit C**, attached; (d) each party will execute, within 20 days after written request, an estoppel certificate or statement certifying that this Agreement is unmodified and in full force and effect or, if modified, describing such modification(s), and that the other party is not in default (beyond applicable cure periods), except as specified in the statement. The estoppel certificate may also certify the current rent amount and whether any rent has been paid in advance; (e) this Agreement (including the Exhibits and Riders) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (f) if any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of the provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (g) the prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

21. Non-Binding Until Fully Executed. This Agreement is not and will not be binding on either party until and unless it is fully executed by both parties.

The following Exhibits and Riders are attached to and made a part of this Agreement: Exhibits A, B, and C.

Site Name: Milford 1

OWNER:

The City of Milford,

a(n) _____

By: _____

Name: Joseph R. Rogers

Title: Mavor

Date: _____

Taxpayer ID: _____

Address: _____

Contact Phone Number: _____

Email address: _____

See Addendum to Site Agreement for continuation of Owner signatures

TENANT:

Open Range Communications, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Attach Exhibit A – Legal Description of Owner’s Property

Attach Exhibit B – Site Plan

Attach Exhibit C - Memorandum of Agreement Form

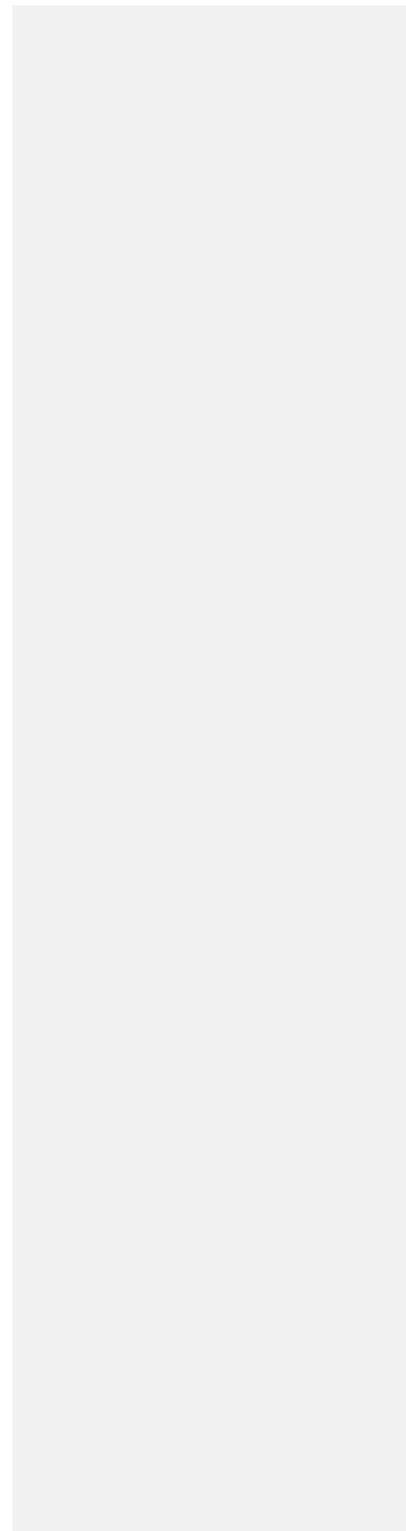
| Site Name: _____Milford 1

**EXHIBIT A
TO SITE AGREEMENT**

Legal Description of Owner's Property

The Owner's Property is located at 106 South Washington Street, situated in the City of Milford, County of Sussex , State of Delaware commonly described as follows:

Insert Legal Description:



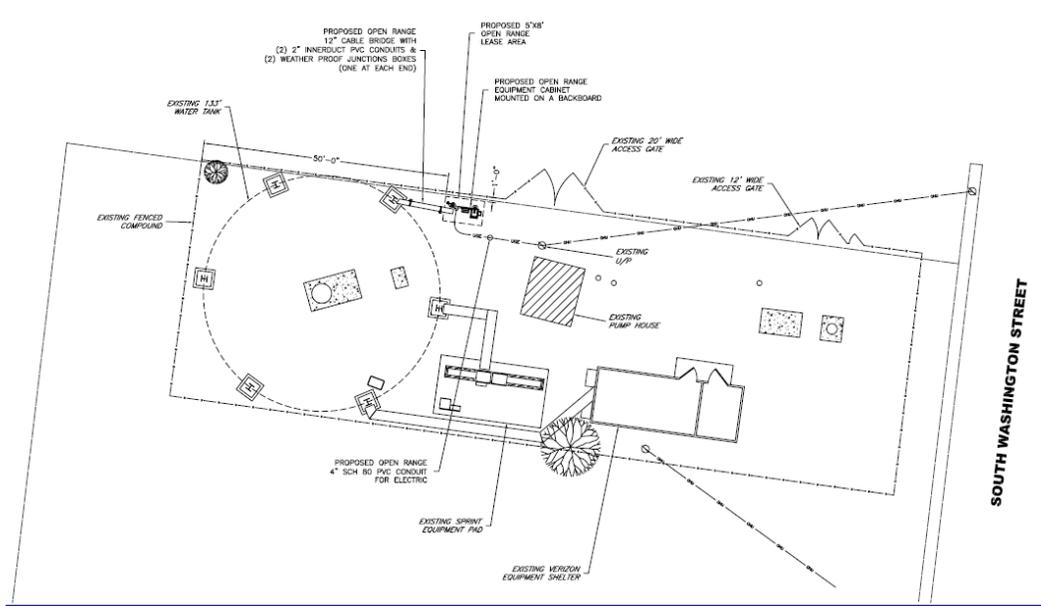
Site Name: Milford 1

EXHIBIT B TO SITE AGREEMENT

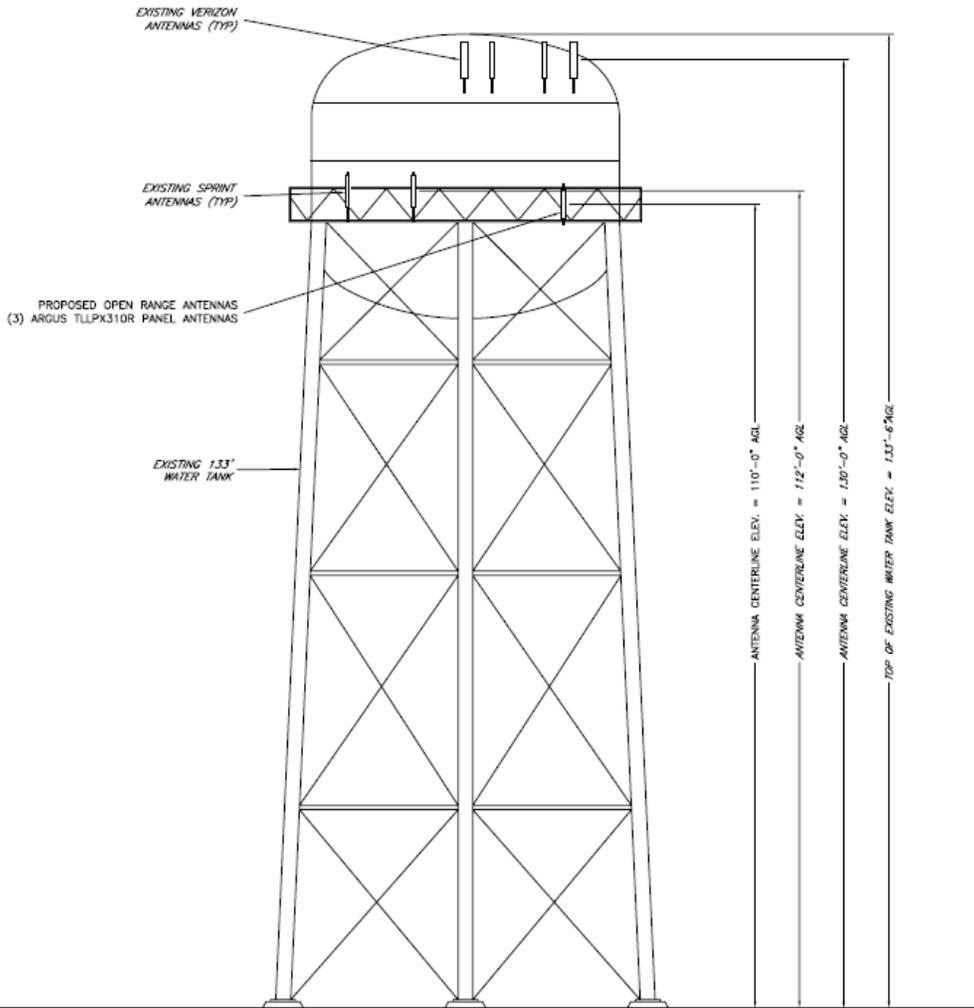
Site Plan

The Site is described as follows:

Insert Site Plan:



Site Name: Milford 1



Note: Owner and Tenant may, at Tenant's option, replace this Exhibit with an exhibit setting forth the legal description of the Site, or an as-built drawing depicting the Site. Any visual or textual representation of the Facilities is illustrative only, and does not limit the rights of Tenant as provided for in the Agreement. Without limiting the generality of the foregoing:

| Site Name: _____Milford I

1. The Site may be setback from the boundaries of Owner's Property as required by the applicable governmental authorities.
2. The access road's width may be modified as required by governmental authorities, including police and fire departments.
3. The locations of any access and utility easements are illustrative only. Actual locations may be determined by Tenant and/or the servicing utility company in compliance with local laws and regulations.

Site Name: _____ Milford 1

**EXHIBIT C
TO SITE AGREEMENT**

Memorandum of Agreement

This Memorandum of Agreement ("Memorandum") dated _____, 2010, evidences that a Site Agreement (the "Agreement") dated _____, 2010 (the "Effective Date"), was made and entered into between The City of Milford ("Owner") and Open Range Communications, Inc. ("Tenant").

The Agreement provides in part that Tenant has the right to enter upon certain real property owned by Owner and located at _____, City of Milford, County of Sussex, State of Delaware, as further described in the Agreement (the "Site") for the purpose of performing investigations and tests and, upon finding the Site appropriate, to lease the Site for the purpose of installing, operating and maintaining a communications facility and other improvements. The Site is further described in Exhibit A attached hereto.

The term of Tenant's lease and tenancy under the Agreement is 5 years commencing on the earlier to occur of start of construction of the Facilities (as defined in the Agreement) or eighteen (18) months following the Effective Date, whichever first occurs ("Term Commencement Date"), and is subject to 5 renewal terms of 5 years each that may be exercised by Tenant.

The parties have executed this Memorandum as of the day and year first above written.

OWNER

The City of Milford

a(n) _____

By: _____

Name: Joseph R. Rogers

Title: Mayor

Address: _____

Contact Phone Number: _____

TENANT

Open Range Communications, Inc.

a Delaware corporation

By: _____

Name: _____

Title: _____

Email Address: _____

Attach Exhibit A - Site Description

Site Name: _____ Milford 1

OWNER NOTARY BLOCK:

STATE OF

COUNTY OF

The foregoing instrument was (choose one) attested or acknowledged before me this _____ day of _____, 20____, by (choose one) _____ as an individual, _____, as _____ of _____, a _____ corporation, on behalf of the corporation, or _____, partner or agent on behalf of _____, a _____ partnership.

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC STATE OF

My commission expires:

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)
COMMISSION NUMBER:

TENANT NOTARY BLOCK:

STATE OF

COUNTY OF

The foregoing instrument was (choose one) attested or acknowledged before me this _____ day of _____, 20____, by (choose one) _____ as an individual, _____, as _____ of _____, a _____ corporation, on behalf of the corporation, or _____, partner or agent on behalf of _____, a _____ partnership.

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC STATE OF

My commission expires:

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)
COMMISSION NUMBER:



INVITATION TO BID

Sealed bids, in duplication for 2011 model year Ford F-450 with Dump Body and Snow Plow will be received by the City of Milford at 201 South Walnut Street, Milford, Delaware until 2:00 p.m., local time on November 18, 2010, at which time and place publicly opened and read aloud.

Specifications are available at the City of Milford Public Works-Solid Waste Department at 180 Vickers Drive in the Greater Milford Business Park, Milford, Delaware or online at www.cityofmilford.com.

Bids shall be addressed to:

City of Milford
Attn: Terri Hudson, City Clerk
201 South Walnut St.
Milford, DE 19963

Questions should be referred to Eugene Helmick at the Water Department, (302) 422-6616, extension 112.

Bids *must* be clearly marked "Sealed Bid – Ford Truck" on the outside envelope. Award of the bid will be made at the next regularly scheduled City Council meeting.

The City of Milford reserves the right to reject ANY AND ALL BIDS and to waive any informalities within the bids.

The City of Milford

By: David Baird
City Manager



INFORMATION FOR BIDDERS

Bids for a *2011 Ford Super Duty Chassis Extended Cab F450, w/ Dump Body and Snow Plow* will be received by the City of Milford at City Hall, 201 S. Walnut Street, Milford, Delaware until 2:00 p.m., November 18, 2010 and then at said office publicly open and read aloud.

Each Bid must be submitted in a sealed envelope addressed to Terri Hudson, at Milford City Hall. Each sealed envelope containing a bid must be plainly marked on the outside as *Bid- Ford Truck*, and the envelope should bear on the outside the name of the Bidder and his address. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the City of Milford at 201 South Walnut, Milford, DE 19963.

All Bids must be made on the required Bid form. All blank spaces for Bid prices must be filled in, in ink or typewritten, and the Bid form must be fully completed and executed when submitted. Only one copy of the Bid form is required.

The City of Milford may waive any informalities or minor defects or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of the Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within 30 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the City of Milford and the Bidder.

Information obtained from an officer, agent, or employee of the City of Milford or any other person shall not affect the risks of obligations assumed by the Bidder or relieve him from fulfilling any of the conditions of the Bid Document.

Each Bidder is responsible for reading and being thoroughly familiar with the Bidding Documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve the Bidder from any obligation in respect to his Bid.

It is the intent of the following specifications to set up minimum requirements for a *2011 Ford Super Duty Chassis Extended Cab F450, W/ Dump Body and Snow Plow* that will be provided by the successful Bidder, as per the following specifications. The specifications must be considered as minimum requirements. If it is necessary to bid alternate equipment or take exceptions to these specifications as set forth, it must be stated so in the bid. . Any reference to a model or brand name is only to denote quality and does not mean that equal equipment will not be considered. Each Bidder must clearly indicate whether or not his bid is in compliance with each item listed. Any Bidder found to have bid exceptions or alternates and has not indicated such may have his bid disqualified.



GENERAL REQUIREMENTS

- a. The vehicle Manufacturer's model name and/or model number shall be indicated in the bid proposal.
- b. Tire size and type shall be original equipment brand as indicated in the bid or specification sheet.
- c. Each vehicle shall include all required equipment as listed in this specification unless deletion is listed in the bid.
- d. The vehicle shall be new and of the model year indicated in the bid.
- e. The specifications indicate MINIMUM requirements.
- f. The vehicle shall include all genuine parts, accessories and equipment considered standard by the manufacturer for the vehicle offered by the bidder.
- g. Each vehicle shall be clean, lubricated and serviced, and ready for immediate use.
- h. Each vehicle shall be protected to 20 degrees Fahrenheit below zero with permanent type antifreeze.
- i. Each vehicle shall include 1/2 filled fuel tank(s) or 10 gallons whichever is less.
- j. Each vehicle shall be free of dealer signs and emblems.
- k. Each vehicle shall conform to the requirements of the Delaware Motor Vehicle Code.
- l. The vehicle shall comply with all applicable Federal Motor Vehicle Safety Standards.
- m. Each vehicle shall include the proper form to apply for Delaware Title and License including the original Manufacturer's Statement of Origin signed by the successful vendor and notarized. All title papers shall be properly executed and application for title shall indicate the name and address exactly as shown on the applicable Purchase Order. (Out-of-State vendors excepted).
- n. Each vehicle shall include a copy of the manufacturer's service and standard warranty policy with all warranty verification vouchers, certificates or coupons. Bidder must provide any extended warranty program offers concerning pricing.
- o. The successful contractor shall comply with the manufacturer's standard warranty, or authorize a qualified dealer in the locality in which the unit is assigned to do whatever is required to comply with the manufacturer's warranty.
- p. The successful contractor shall comply with the manufacturer's recommended pre-delivery service.



- q. The successful contractor shall submit at least two (2) copies of all service/technical bulletins, recall notices, etc. to the Mechanic, 180 Vickers Drive, Milford, DE 19963. These documents shall be submitted on a continual basis to keep the Mechanic informed regarding improvements, changes and/or problems concerning City owned vehicles and their component parts.
- r. The City disclaims any liability for damage to vehicles not unconditionally accepted by the City.
- s. Unless otherwise indicated, all items requested in this specification for each vehicle, which are listed in the manufacturer's specification book as standard or optional equipment, shall be factory installed and operative. Vehicles delivered to the City in a condition considered below retail customer acceptance levels will not be accepted. Items which determine this acceptance level shall include, but not be limited to, the general appearance of the interior and exterior of the vehicle for completeness and quality of workmanship, lubrication and fluid levels, with any leaks corrected, mechanical operation of the vehicle and all electrical components operational. Allied equipment specified to be furnished and installed which is not available through the vehicle manufacturer shall conform to the best quality standards known to that particular industry, both product and installation.
- t. Vehicles delivered with rust-proofing over spray on exterior of body, not including underside, or any part of vehicle interior including, but not limited to seat and shoulder belts, door panels, carpets and seats will not be accepted.
- u. All electronic systems associated with the vehicle shall be protected against, and shall not cause interference to, the operation of the vehicle or the land mobile radio communications system when properly installed in the vehicle.
- v. All vehicle deliveries shall be coordinated through the ordering agency. [Vendors shall call for delivery schedule at least 48 hours in advance.]
- w. 4x4 vehicles will have manual hubs unless otherwise indicated in the bid specifications.



SPECIFICATIONS

(2011 Ford Super Duty Chassis Extended Cab F450, W/ Dump Body and Snow Plow)

Type Ford Super Duty Chassis Cab F450
Year New, 2011
Body Extended Cab w/ Dump Body & Snow Plow

Powertrain/Functional

- Engine - 6.8L 3-Valve, V10, GVWR 16,500 lbs
- Transmission - 5-Speed Automatic
- Drive Train – Four Wheel Drive w/ manual locking hubs with Front & Rear locking differentials
- Alternator - 155-Amps heavy-duty
- Axle – Front axle w/ coil spring suspension
- Battery – 750-CCA, 78-AH, dual
- Brakes – 4-Wheel Anti-Lock Braking System (ABS)
- Fuel Tank – 40-gallon
- Steering – Power
- Trailer wiring – 7-wire harness w/relays, blunt cut and labeled

Exterior

- Color – Oxford White
- Bumper – Front, Black Painted
- Mirrors - manually telescoping trailer, tow mirrors w/ manual glass & 2 way fold
- Wheels – 19.5” painted steel
- Windows – Rear, Fixed
- Glass – Solar Tinted

Interior

- Air Conditioning – Manual
- Windows & Door Locks – Manual
- Seats – Vinyl gray, split bench



Body

- Extended Cab
- Reading Marauder, Dump Body & Plow
 - a. 9' x 7' x 16" x 22" to 4 cubic yard
 - b. 12 Gauge galvanized steel (double wall on tailgate & sides)
 - c. Interlaced understructure
 - d. ½ cab shield
 - e. 3 Panel tailgate
 - f. Recessed oval LED taillights in rear corner posts. ¾" round LED marker lights
 - g. Recessed rear back up lights in rear apron
 - h. Quick release tailgate
 - i. RTB-813DA electric hoist with power pack and push button controls. Body port
 - j. Back up alarm
 - k. (2) Star 200BQ amber strobe lights on cab shield with self leveling bracket and brush guard.
 - (1) Mounted each side. Wired to factory switch on dash
 - l. Whelen FX2AAAA amber LED light bar with alley lights mounted on roof. Control in cab
 - m. Pull plate with combo ball/pintle and D rings
 - n. 7 pin trailer receptacle
 - o. Western IUTP85 Pro-Plow, hand held control, lights, blade guides and RUBBER CUTTING EDGE.
 - Mounted.
 - p. Lights and mud flaps
 - q. Body powder coated White
 - r. Mounted



Proposal of: **2011 Ford Super Duty Chassis Extended Cab F450, w/ Dump Body and Snow Plow**

To the City of Milford,

In compliance with the Invitation to Bid, Bidder hereby proposed to furnish one (1): **2011 Ford Super Duty Chassis Extended Cab F450, w/ Dump Body and Snow Plow** in strict accordance with the specifications at the price stated below.

By Submission of this Bid, each Bidder certifies, and in the case of a joint Bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any other competitor.

Bidder acknowledges receipt of the following (if any) Addendum: _____

Bid Schedule

Make, Model, Year: _____

- **1 – Ford Super Duty Chassis Extended Cab F450, w/ Dump Body and Snow Plow**

\$ _____ . _____

Total Net Bid Price

\$ _____ . _____

Delivery Date: _____

Availability of spare parts and service will be a factor in acceptance of the bid. Location of Bidders part and service nearest specified delivery point for the equipment offered in this proposal:

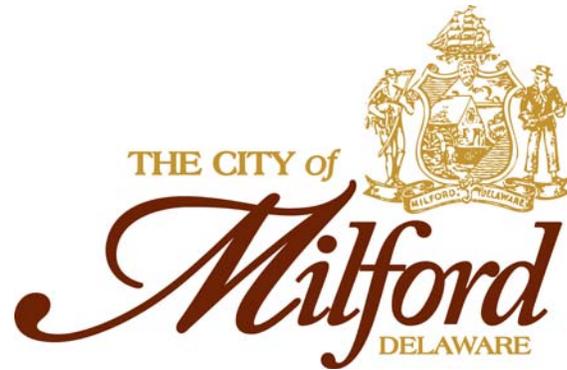
_____.

Bidder Information:

Name: _____

Address: _____

Phone Number: _____



Addendum – 1

2011 Ford Super Duty Chassis Extended Cab F450, w/ Dump Body and Snow Plow
(Bid opening November 18, 2010 @ 2:00 p.m.)

Page 1 Powertrain/Functional, 6th Bullet (Battery 750-CCA, 78-AH, Dual)

*Revision

This correction is due to a mistake, should read **Battery 650-CCA, 78-AH**

Addendum – 2

2011 Ford Super Duty Chassis Extended Cab F450, w/ Dump Body and Snow Plow
(Bid opening November 18, 2010 @ 2:00 p.m.)

Page 1 Powertrain/Functional, 3rd Bullet (Drive Train-Four Wheel Drive w/manual locking hubs with Front & Rear locking differentials)

*Revision

This correction is due to incorrect terminology and the acceptance of exceptions; should read ***Drive Train-Four Wheel Drive w/manual locking hubs with locking differential or limited slip.***

11/08/10



PUBLIC WORKS DEPARTMENT
302.422.6616, FAX 302.422.1119

180 VICKERS DRIVE
MILFORD, DE 19963

MEMO

TO: David Baird
City Manager

FR: Brad Dennehy *BD*
Director of Public Works

DA: November 19, 2010

RE: Awarding Water and Sewer Department Ford F-450 Dump truck bid

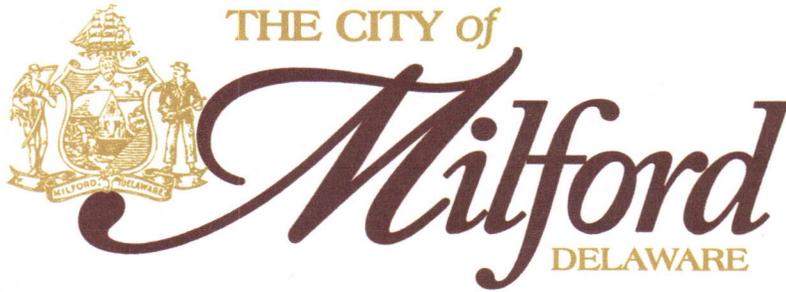
Dave,

The bids for the Water and Sewer Department Dump truck were received and opened yesterday. Please see attached received bids.

The new dump truck will be used to replace the 31 year old full size dump truck and the 15 year old smaller size dump truck. As you know the Water department has been actively involved in replacing water services on 10th street and North Church Street prior to paving, whereby the use of their own dump is a necessity. This item was budgeted in Capital funding for the 09-10 budget year, but a decision was made to hold off until this year.

In the light of last year's snow storm and the difficulty the City had in getting access to the well facilities and pump stations, I believe it is necessary to have as many 4x4 vehicles equipped with snow plows as possible. Therefore in bidding this vehicle we specified it to have both 4 wheel drive and a snow plow.

The original capital budget from 09-10 was \$45,000, however this was for a non 4x4 dump truck and did not include a snow plow and the necessary attachments. At first we attempted to buy the truck off the State contract, however with the current prices this year the total price on the State contract was \$47,983. In order to get the truck as cheap as possible we then decided to put it out to bid. 5 bids were received yesterday with the low bidder being \$45,640 (which is for a 4x4 dump truck and includes the plow and attachments). The low bidder is specifying a different manufacturer of dump body, however this either meets or exceeds our specs and is also the same type of dump body on a Parks and Recreation vehicle and is suitable for the Water and Sewer Departments needs.



PUBLIC WORKS DEPARTMENT
302.422.6616, FAX 302.422.1119

180 VICKERS DRIVE
MILFORD, DE 19963

My recommendation is to accept the low bid of \$45,640 with \$45,000 coming from the Water Department capital fund, and the remaining \$640 being transferred from the Water Department vehicle maintenance account.

For your information I have included a copy of the received bids, and also some pictures of the vehicles which will be replaced.

If you require further information please contact me.

Thank you.



November 18, 2010....Closing Time: 2:00 p.m.

Description: 2011- F450 Super Duty Extended Chassis Cab with Dump body and Snowplow.

Terms: see bid packet

Bidder Name	Address	Phone Number	Bid Amount
Bayshore Ford	New Castle, DE		\$48,941.40
Coatsville Ford	Coatsville, PA		\$47,750.00
Hertrich Fleet	Milford, DE		\$47,373.00
Boulevard Ford	Georgetown, DE		\$49,259.00
Motor Fleet	Ocean, NJ		\$45,640.00

Low Bidder			
Name	Address	Phone Number	Bid Amount
Motor Fleet	Ocean, NJ		\$45,640.00

Water Department Dump trucks to be replaced





November 18, 2010....Closing Time: 2:00 p.m.

Description: 2011- F450 Super Duty Extended Chassis Cab with Dump body and Snowplow.

Terms: see bid packet

Bidder Name	Address	Phone Number	Bid Amount
Bayshore Ford	New Castle, DE		\$48,941.40
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Hertrich Fleet	Milford, DE		\$47,373.00
Boulevard Ford	Georgetown, DE		\$49,259.00
Motor Fleet	Ocean, NJ		\$45,640.00

Low Bidder			
Name	Address	Phone Number	Bid Amount
Motor Fleet	Ocean, NJ		\$45,640.00

I.D. Services

Circle of Light, Inc. will help referred clients through the established referral system acquire their birth certificate, social security card and state I.D. and/or driver's license.

Program Services:

*Funds and application form for birth certificates

*Referral for Social Security Card

*Funds for DE State I.D. or Driver's License

*Photocopies of birth certificates, social security cards, state I.D. etc.

*Matching funds for replacement copies of birth certificates and state I.D.

Medical Prescriptions

Using the established referral system, a limited amount of funds may be available to assist clients with the cost of their medical prescriptions. This assistance is limited to not more than twice per year. Circle of Light, Inc. will not pay for prescriptions containing opiates or other addictive medications.

Mission Statement

Circle of Light, Inc. is a charitable, non-profit Corporation providing temporary space and support to referred women threatened by homelessness or are women who are homeless, while offering education in simple life skills and resource opportunity promoting self-sufficiency.



Circle of Light, Inc. seeks to help referred women threatened by homelessness or women who are homeless to obtain resource information assisting them with mentoring and education to gain self-sufficiency.

With the help of God and our Volunteers it is our hope to bring the Circle of God's light to completion.

Food Referrals

Approved clients with Circle of Light will be afforded the opportunity of referral to the local food pantry.

Clients will be referred once it is established they are not receiving referrals from other sources.

Eligible clients will receive a food referral voucher valid for the date listed on the voucher.

One voucher per household per month.

Any alteration to these vouchers or creation of counterfeit vouchers will forfeit all services of Circle of Light.

Clothing Referrals

Clients of Circle of Light may receive referrals to Calvary Clothing Closet. Referrals will be given once per month.

Bus Tickets

Circle of Light, Inc. has a limited number of two ride bus passes available each week available to qualified Circle of Light, Inc. clients. These passes are given with verifiable medical appointments or job interviews or to gain access to the departments necessary for obtaining proper identifications. Clients are accepted through the established referral system.

Apartment Applications Fees

Apartment applications fees may be available with limited funding and usage to referred clients.

Women's Caring and Sharing Support Group

Third Thursday of the month. 7:00 p.m.
Call for seat reservation 302-422-2335.

Phone/Computer Services

Clients of Circle of Light may make local phone calls at the Empowerment Center provided

*Calls are under 10 minutes in length.

*At staff's request, client must end phone call immediately

*Sending and receiving business (local) faxes may not be larger than 8 pages.

*Loud, abusive or lewd language will not be permitted.

Clients who do not comply with these provisions will lose their privileges.

**COMPUTER SERVICES –
Appointment necessary**

Prescription Assistance

Prescription assistance may be available with limited funding and usage to referred clients.



PO Box 35
Milford, DE 19963
302-422-2335

circleoflightinc@yahoo.com

Milford Emergency Code Purple Shelter

A Partnership of Circle of Light, the Milford Ministerium, the Milford Church of the Nazarene,
and the Community

Objective

The Emergency Cold Shelter will provide temporary overnight shelter for up to 10 homeless men and 10 homeless women. When the local temperature reaches 25 degrees or lower. Shelter volunteers will provide hospitality, an evening meal, a light breakfast, and caring. A significant percentage of homeless persons are unsheltered and vulnerable to hypothermia and frostbite. This program is a small step in addressing the larger problem of homelessness.

Operating Plan

There are three components to this programs: intake at Circle of Light; shelter at the Milford Church of the Nazarene; and volunteer groups

Intake: Circle of Light will provide intake at its office at 129 N.W. Front Street. Guests will fill out an information form, medical forms, liability waivers, and sign to agree to shelter program rules. These rules include: agreeing to a check for outstanding warrants and sex offender listing, "pocket" search, breathalyzer test, random drug tests, and the security of medications, knives, and other property at the discretion of the intake staff. Guests will be required to shower, and will be given hygiene kits and clothing. Intake will begin at 4:00 p.m. when the shelter is declared open, and by 6:00 p.m. guests will be transported to the shelter.

Volunteers: The program will depend upon volunteer teams from local churches or residents willing to help. The teams will prepare the meals mentioned above, and will be encouraged to interact with guests. Reading materials, Bibles, games and puzzles, can also be provided. At least two persons, one male, one female, must remain overnight---one awake at any time.

Staffing: Circle of Light is seeking persons to fill the following roles: Program Supervision --to oversee the full program and determine when the shelter will be open; a volunteer Coordinator to provide training for volunteer teams, and do the scheduling; a meal coordinator.

Policies and Procedures: Circle of Light is developing these to be approved by their Board of Directors. Helpful assistance is being given by the staff and volunteers of several existing emergency shelters in Delaware and Western Maryland. Circle of Light will also be responsible for volunteer training and support.

Circle of Light, Inc. is seeking financial and personnel support from the Town of Milford, local Churches, Organizations and Businesses.

Contact:

Rev. Deacon Dorothy Vuono
Program Coordinator

Rev. Kevin Bowers
Assisting Program Coordinator
P.O. Box 35
Milford, DE 19963
302-422-2335

A "Code Purple" planning meeting will be held December 2, 2010 at The Church of the Nazarene, RT. 113, Milford. 7:00 p.m. All are welcome to attend.



PO Box 35, Milford, DE 19963
 302-422-2335
circleoflightinc@yahoo.com

CIRCLE OF LIGHT, INC. BOARD MEMBERS

NAME	OFFICE	AFFILIATION
Board		
Rev. Deacon Dorothy Vuono	Program Coordinator	Parish Adm. Christ Episcopal Church Deacon Episcopal Diocese of Delaware
The Rev. Kevin Bowers	Assisting Program Coordinator	Pastor First Presbyterian Church
Mrs. Joanne Burbage	Secretary	Outreach Avenue Methodist
Mrs. Tita Lewis	Treasurer	Director Milford Community Pantry
Mrs. Beth Parker		Administrator
Mrs. Ruth Ann Beideman		Outreach Coordinator Milford Senior Center
Mr. Daniel Bond		Owner Towers B & B
Mrs. Peggy Carlino		Administrator
Mrs. Joann Fitchett		Director Daughters of Zion
Mrs. Denise Hamilton		Director/Administrator
The Rev. Dr. Jeanel Starling		Pastor St. Paul's UMC
Mr. Jim Oechsler		Church of the Nazarene - Former Council Member
Mrs. Sarah Wyshock-Wolfe, MSW		Domestic Violence Specialist, Founder/Director Delaware Families Inc.
Mr. Dan Marabello		Former Mayor of Milford
Mrs. Antoinette Sauls		Retired Social Worker
Honorary		
Mrs. Chereilyn Homlish		Administrator People's Place

The Area's Only Environmentally Friendly Cleaners

As part of our continuing community efforts,

Clothes 2 You Cleaners

is pleased to donate

10% of sales each month

to

**CIRCLE of LIGHT
Empowerment Center**

in Milford, DE

clothes  you

clean clothes : clean environment

114 Park Ave. | Milford, DE

302-422-5769

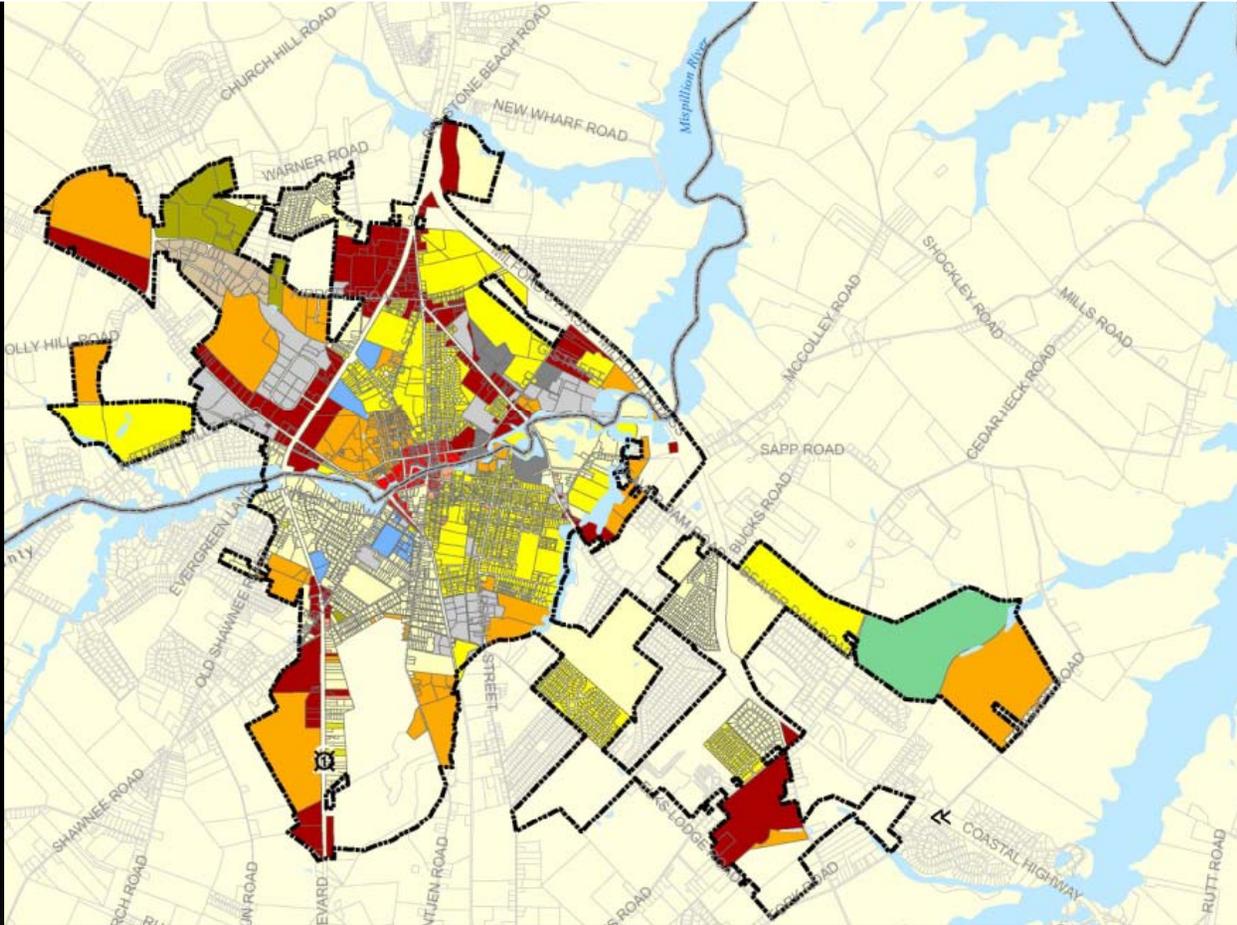
www.clothes2you.com



SE Planning Area

Prepared by: Gary J. Norris

EXISTING ZONING



Legend

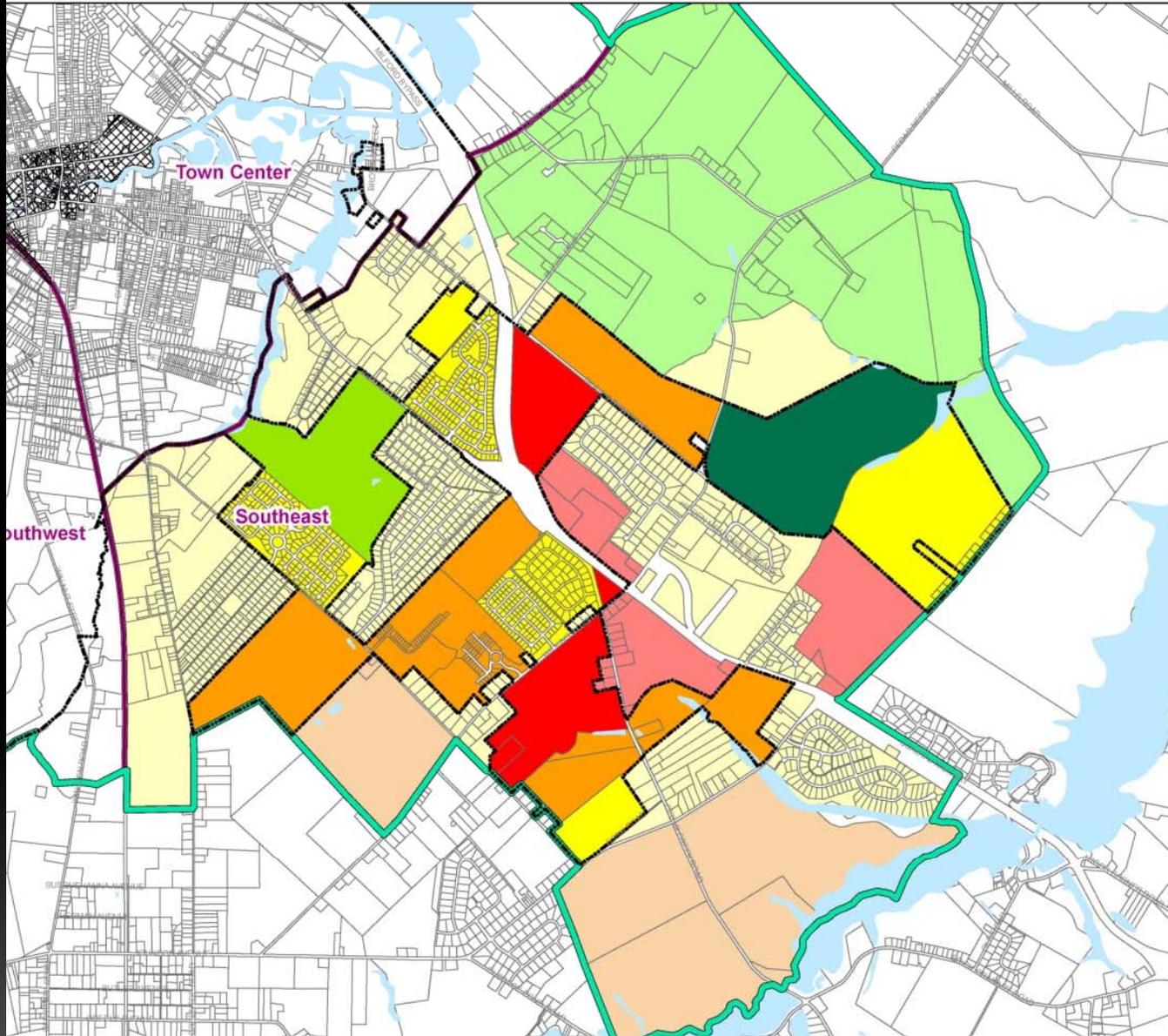
- Parcel
- City Boundary
- County Boundary
- Water

Zoning

- Business Park (BP)
- Community Commercial (C1)
- Central Commercial (C2)
- Highway Commercial (C3)
- Institutional Development
- Institutional Service District (IS)
- Limited Industrial (I1)
- General Industrial (I2)
- Office Building (OB1)
- Office Complex (OC1)
- Single Family Residential (R1)
- Residential (R2)
- Garden Apartments/Townhomes (R3)



SE NEIGHBORHOOD

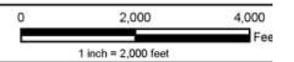


Milford Comprehensive Plan

Figure 14B Neighborhood Map - Southeast

Legend

- City Boundary
- County Boundary
- Urban Growth Boundary
- Water
- Neighborhood Boundary
- Downtown
- Future Land Use**
- Business Park
- Government
- Employment
- Highway/Commercial
- Proposed Highway/Commercial
- Industrial
- Institutional
- Low Density Residential
- Proposed Low Density Residential
- Moderate Density Residential
- Proposed Moderate Density Residential
- Open Space
- Proposed Institutional
- Proposed Open Space
- Transfer Station
- Proposed Thompsonville Intersection



Data Sources:
 Roads - DELDOT
 State, County, Municipal Boundaries - State of Delaware
 Future Land Use, Neighborhood Boundaries - City of Mil

File Name: R:\DC_Milford\20011041\GIS\job\mapping\MapH_Neighborhoods_SE.mxd
 Apr 9, 2008

LIST OF TERMS

- ◉ **TRANSFER OF DEVELOPMENT RIGHTS (TDR)**

The removal of the right to develop or build, expressed in dwelling units per acre, from land in one zoning district to land in another district where such transfer is permitted.

COMMENT: *TDR'S are a relatively new land development control tool used to preserve open space and farmland and to direct development to suitable areas. TDR'S permit an owner of real property to sell or exchange the development rights associated with that property to another owner in return for compensation.*

- ◉ **TRANSIT-ORIENTED DEVELOPMENT (TOD)**

Transit-oriented development is often defined as higher-density mixed-use development within walking distance – or a half mile – of transit stations. We use a performance-based definition, and believe that projects should also:

- > Increase “location efficiency” so people can walk and bike and take transit
- > Boost transit ridership and minimize traffic
- > Provide a rich mix of housing, shopping and transportation choices
- > Create a sense of place

COMMENT: *TOD is really about creating attractive, walkable, sustainable communities that allow residents to have housing and transportation choices and to live convenient, affordable, pleasant lives -- with places for our kids to play and for our parents to grow old comfortably.*

AGRICULTURE



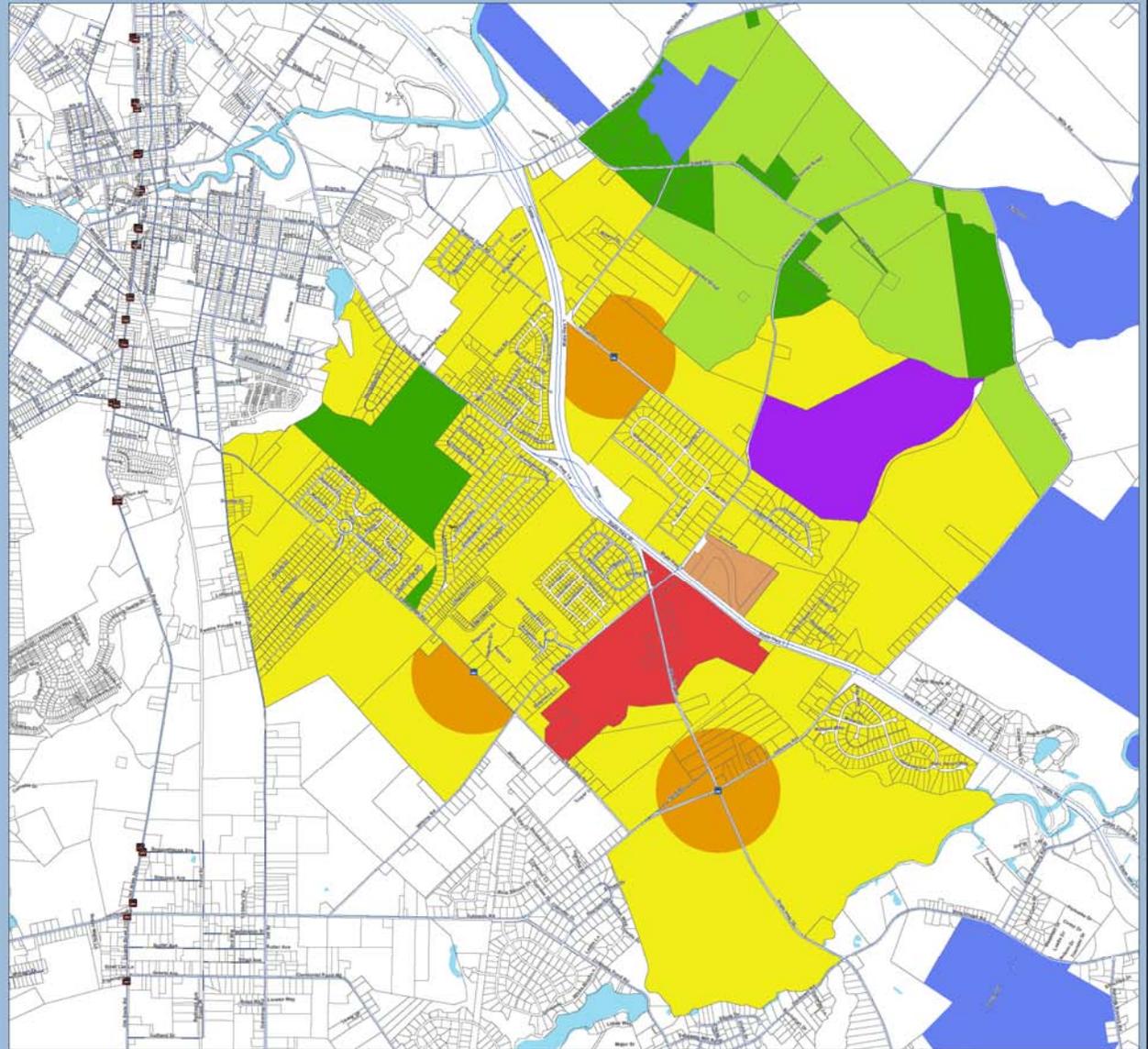
South Milford Master Plan Agriculture

- Legend**
- Agricultural Exemption
 - TDR Reserving Zones
 - Open Space Agricultural
 - TDR Reserving Zones
 - Residential
 - Commercial
 - Recreation Park
 - Deeded Property

DeDDOT Division of Planning
6/16/19



0 0.125 0.25 0.5 Miles



ENVIRONMENTAL

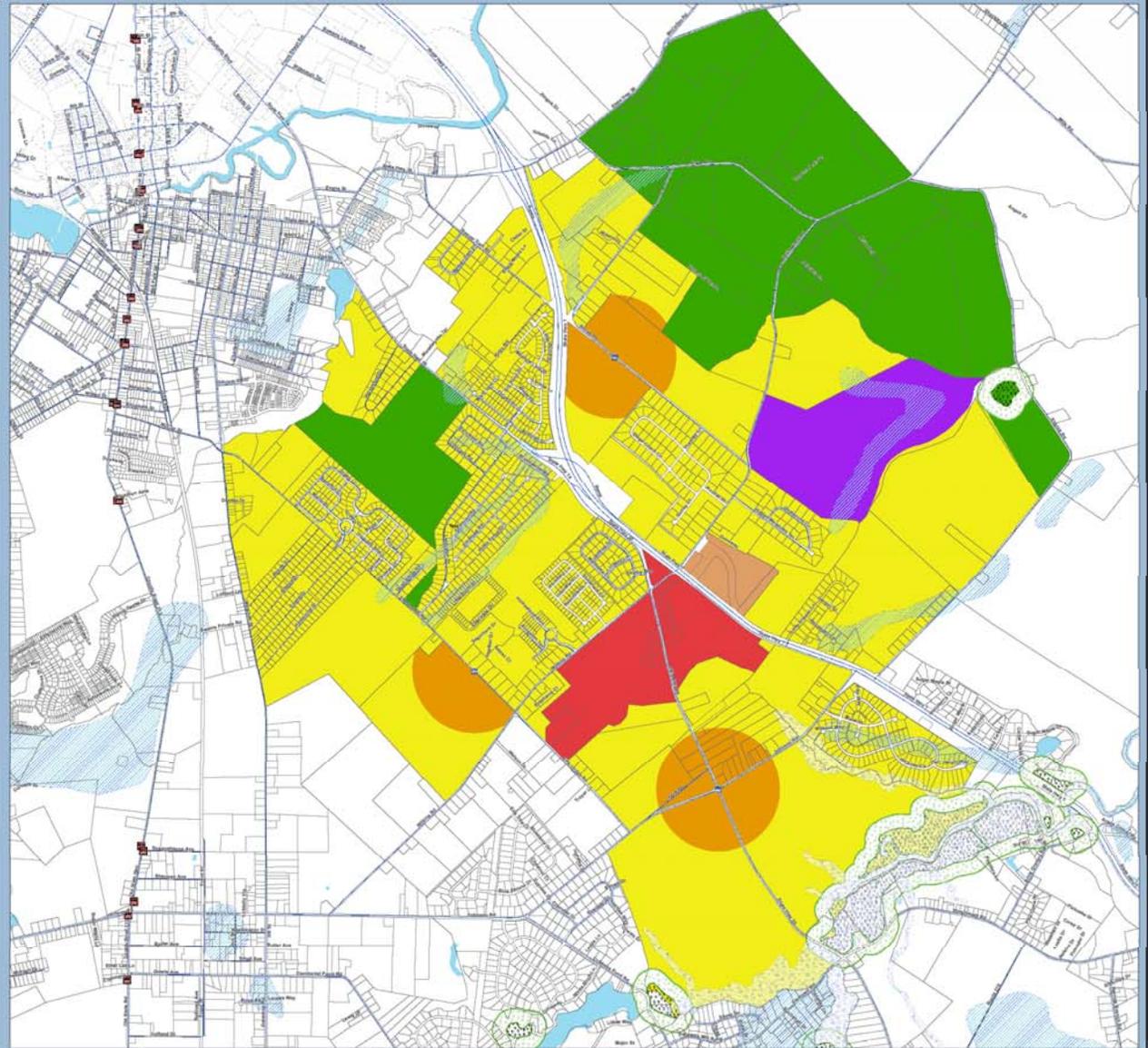


South Milford
Master Plan
Environmental

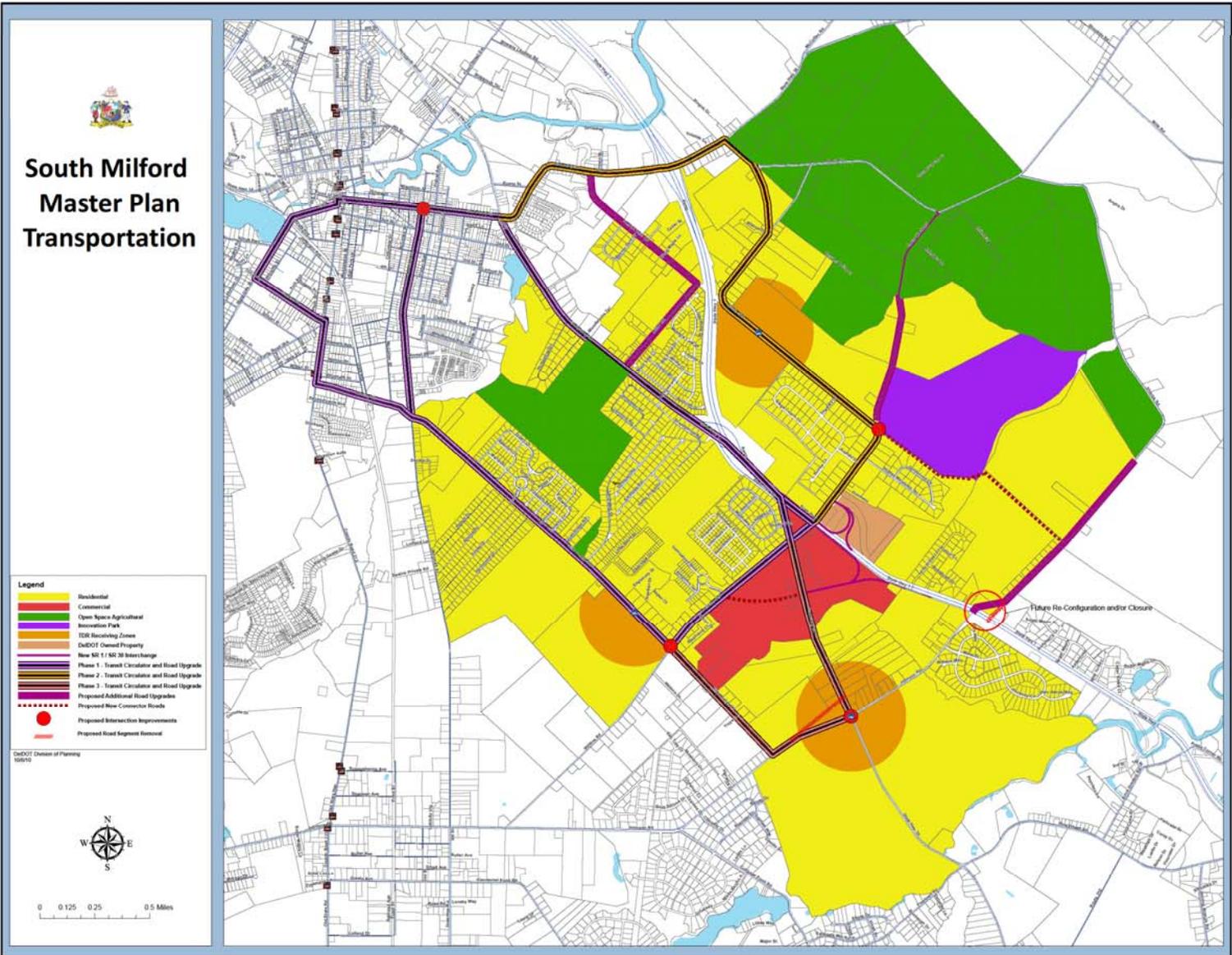
- Legend**
- Open Space Agricultural
 - TDR Reserving Zones
 - Residential
 - Commercial
 - Innovation Park
 - DEDOT Owned Property
 - Atlantic White Cedar 300' Buffer
 - Atlantic White Cedar
 - DE Excellent Recharge
 - Wetlands
- DEDOT Division of Planning
6/2016



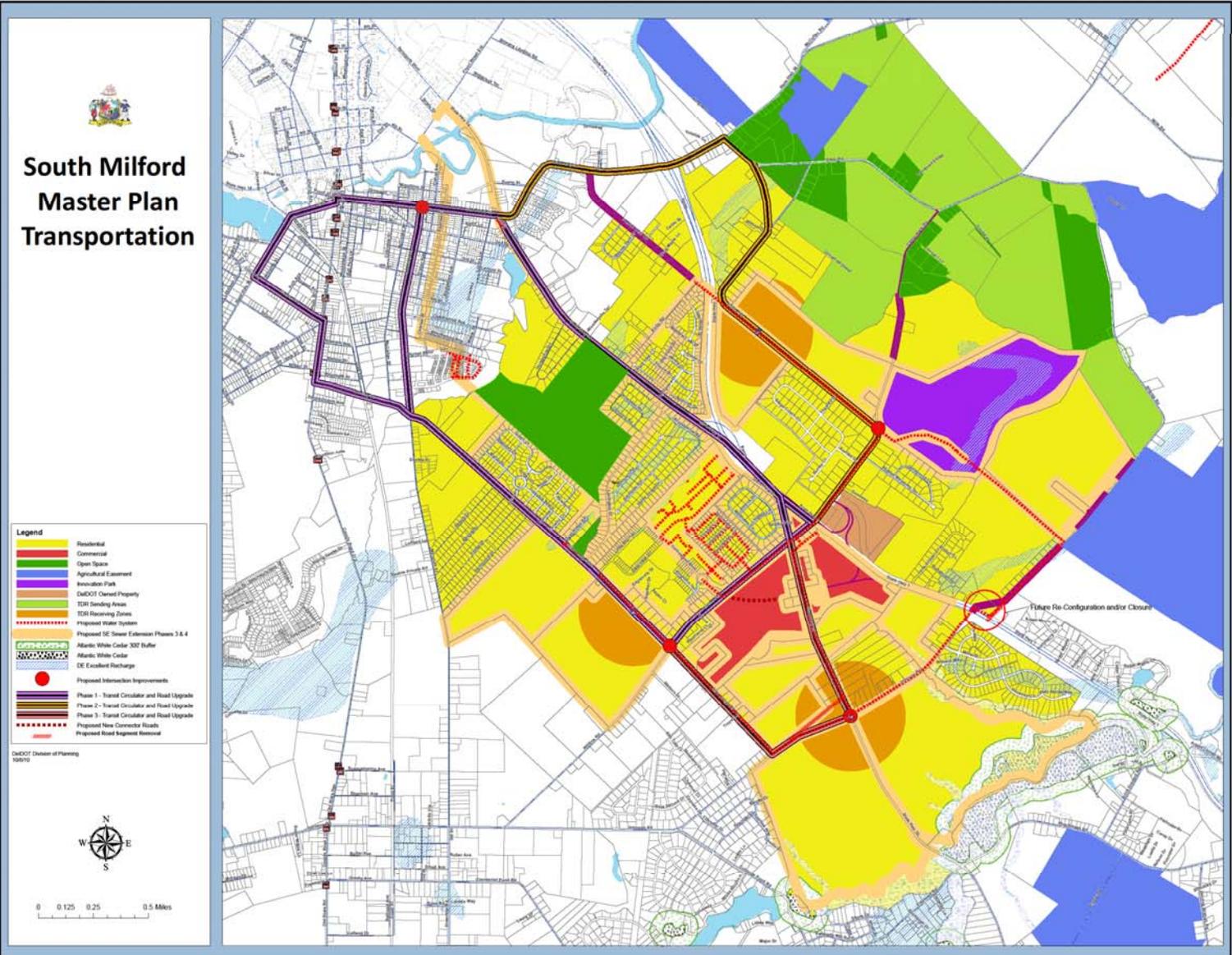
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TRANSPORTATION



COMBINED AG, ENVIRON, TRANSP



WATER



South Milford Master Plan Existing & Proposed Water Systems

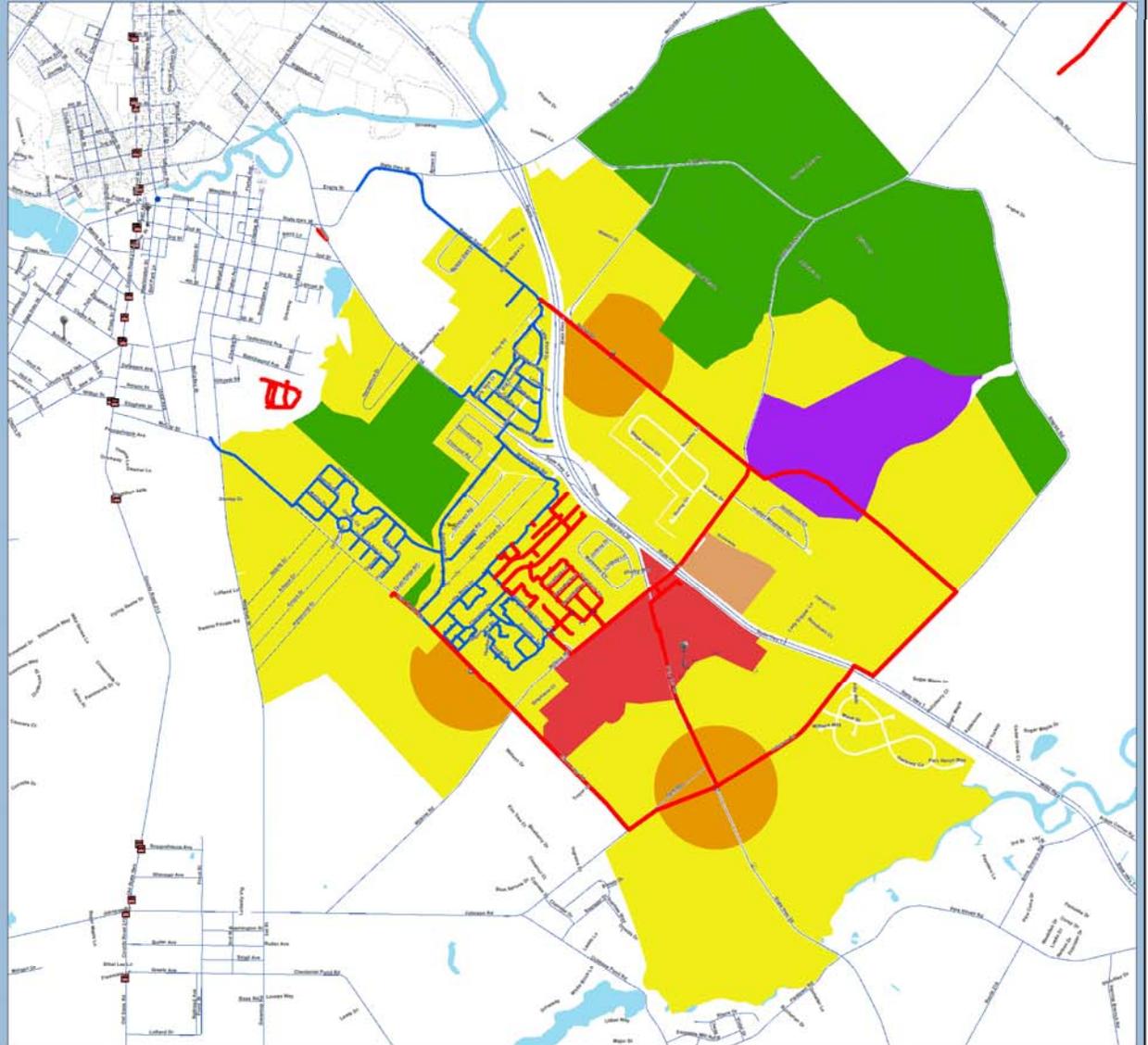
Legend

- Water Towers
- Water Treatment Plant
- Marble
- Proposed Water System
- Existing Water System
- Open Space Agricultural
- TWR Recreating Zones
- Residential
- Commercial
- Interception Park
- D&D/T Owned Property

D&D/T Division of Planning
10/2012



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SEWER



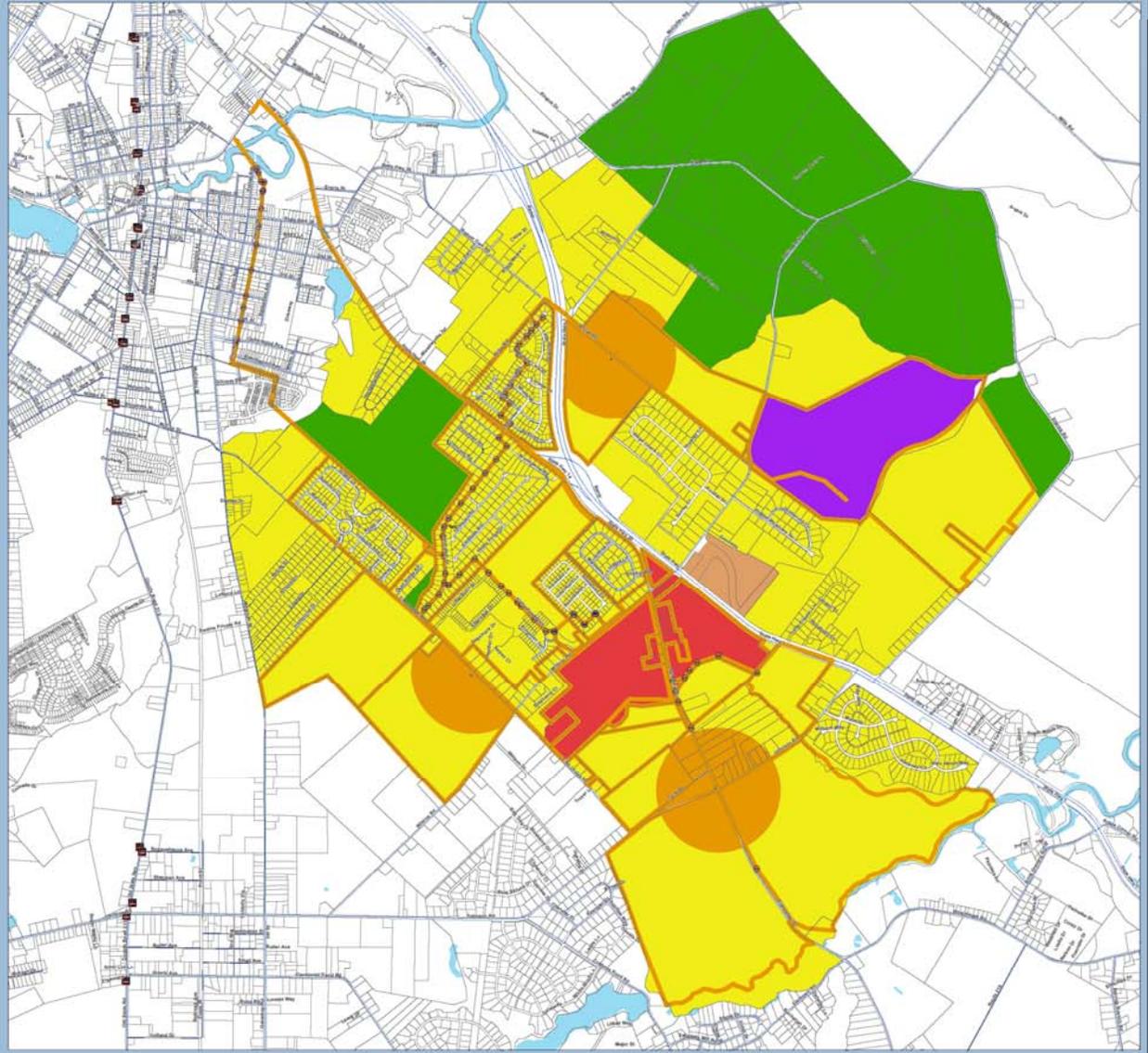
South Milford Master Plan Proposed Sewer Facilities

- Legend**
- Manhole
 - Proposed SE Sewer Extension Phases 3 & 4
 - Open Space-Agricultural
 - TDR Recreating Zones
 - Residential
 - Commercial
 - Innovation Park
 - DeEDOT Owned Property

DeEDOT Division of Planning
10/2010



0 0.125 0.25 0.5 Miles



CITY OF MILFORD
CITY COUNCIL ECONOMIC DEVELOPMENT STEERING COMMITTEE

Minutes of Meeting

October 28, 2010

A meeting of the City of Milford Economic Development Steering Committee was held in the Joseph Ronnie Rogers Council Chambers of City Hall, 201 South Walnut Street, Milford, DE 19963 on Thursday, October 28, 2010 at 8:30 am.

IN ATTENDANCE: Mayor Rogers, Councilman Garrett Grier, Councilman James Starling, City Manager David Baird, Richard Carmean, Richard Johnson of Richard Y. Johnson Construction, Brendon Warfel of Brendon T. Warfel Construction, David Hitchens of Key Properties Group, Skip Jones of Atlantic Concrete, Melodie Booker of Delaware Economic Development Office, Jason James of Burris Logistics, Jamie Masten of Masten Realty, Terry Murphy of Bayhealth Medical Center, Sher Venazulas of First State Manufacturing, Mark Schanne of State Farm Insurance, Dennis Silicato of Silicato Development, Randy Marvel of Marvel Agency, Tim Johnson, Tom Draper of Draper Communications
Also: John Rhodes of Moran, Stahl & Boyer, Recording Secretary Christine Crouch

Council Grier thanked and welcomed everyone to the meeting and explained the purpose of the Steering Committee is to develop a strategic plan, specifically where the City wants to be in five and ten years.

Mr. Rhodes of MS& B introduced himself explaining the City has hired him as a consultant to create the road map for the City to achieve their goals for their five and ten year plan. Today's purpose is for the attendees to craft a vision of how to achieve the goals of the steering committee. He began by reviewing a powerpoint presentation, which will be included in the minutes of the meeting.

Mr. Rhodes reviewed the resources of Milford, in other words how money flows into the community. Typically these would be something or things that are unique to the community. He then explained that primary industry, residents and business support services support the resources.

In identifying the strengths and opportunities of the community, the committee cited the small home town feel, the quaintness, the river, the hospital and the community events. Possible opportunities include Junior Achievement and technology based employment.

When asked what the committee felt were weaknesses, the committee felt it important to have the housing stock cleaned up. Some members of the committee noted this is especially an issue for rental housing units. In addition, employment industry should be increased to provide jobs for residents to move here and work here.

Mr. Rhodes asked what the primary employment industries are in the City. Adding manufacturing industries to the City was of importance to members of the committee, as a means to add jobs. The last manufacturing business opened in the city was approximately ten years ago. Recently the city lost a plastics manufacturing business. The importance of increasing employment industry is two-fold. By having jobs here, it will encourage people to live here, thereby increasing the residential tax base. A business, however, increases the tax base much greater than a residence does though. Either way, an employment industry increases the tax base.

Mr. Rhodes had the committee briefly review the available land in the City and what it zoned for. Based on what the committee would like to see added to the community, zoning may need to be changed in the next Comprehensive Plan, which is due for certification in 2013.

When asked for the committee's opinion on the threats of the community, several members of the committee explained their frustration they have with residents who do not want any change to occur for various reasons. These residents attend the council meetings voicing their concerns, which often times resort to personal attacks, and manage to draw so much negative attention to any project that the project fails. Mr. Rhodes explained he has seen this in numerous communities across the country when a municipality is comprised of retirees from other states. Those new residents are so accustomed to seeing changes happen so drastically and radically, they become anti change to everything without knowing fully what the end result will be. It will be important for the leadership of the community, such as council and this committee, to explain to new residents what the goals of this committee are and why it is important to the residents. It is equally important for council to not be swayed by the residents that are attending the meetings and stirring up issues that are not related to the issue at hand. To be able to see the big picture and overall goals of this committee will be paramount. Mr. Rhodes suggested holding a "new resident" type of meeting once per month and explaining to the new residents what their role in this committee's purpose is.

Mr. Rhodes will be performing individual interviews with several committee members as well as with people not on the committee during the next two days to gain a better understanding of the community. He will be returning to the City to speak to the committee on Friday, November 19, 2010. He anticipates having a plan of action at that meeting and providing the committee with a document on that plan.

Mr. Grier thanked the committee for their attendance.

Respectfully Submitted,



Christine Crouch
Recording Secretary