

City of Milford



CITY COUNCIL AGENDA **Monday, July 27, 2020**

In accordance with the State of Emergency Declaration issued by Governor John Carney that became effective on March 13, 2020, all public meetings of the City of Milford shall be conducted electronically through Zoom until further notice to prevent unnecessary public gatherings.

This meeting is available for viewing by the public by accessing the following link: <https://zoom.us/j/93829568849>
Members of the public may also dial in by phone using the following number: (253) 215-8782 Webinar ID: 938 2956 8849

Public Comments are encouraged on the items as noted on the agenda and must be submitted via email to cityclerk@milford-de.gov no later than the start of the meeting. Attendees may also alert the City Clerk that they wish to speak at the appropriate time by submitting their name, address, and agenda item on which they would like to comment via the Zoom Q&A function or the Raise Your Hand function during the meeting. All public comments received will be read into the record at the meeting.

6:00 P.M.

COUNCIL WORKSHOP

Training/Council-Manager Form of Government

6:30 P.M.

BOARD OF REVISION AND APPEAL – CANCELLED*

FY 2020-2021 General Property Assessment

7:00 P.M.

COUNCIL MEETING

Call to Order - Mayor Archie Campbell

Invocation

Pledge of Allegiance

Recognition

Introduction/City Employees

Public Hearings ®

ORDINANCE 2020-19

Jerry Embleton for a Conditional Use to allow a Mixed Use on 0.121 +/- acres in a C2 Zoning District. Property is located along the west side of N. Washington Street between NE Front Street and NE Second Street, addressed as 0 Washington Street, Milford, Delaware. Present Use: Vacant; Proposed Use: Two-story mixed-use structure containing first floor commercial space and a single second story apartment.

Tax Map: MD-16-183.10-03-57.01

ORDINANCE 2020-20

R&S Construction LLC for a Conditional Use to allow a Single-Family Semidetached Dwelling on 0.19 +/- acres in an R2 Zoning District. Property is located along the south side of SE Second Street between Montgomery Street and Franklin Street, addressed as 212 & 214 SE Second Street, Milford, Delaware. Present Use: Vacant; Proposed Use: Single-Family Semidetached Dwelling.
Tax Map: 3-30-7.17-275.00 & 3-30-7.17-276

ORDINANCE 2020-22

Cosmo Properties LLC for a Conditional Use to allow a Daycare to be known as Triumph Youth Center on 2.08 +/- acres in a C3 Zoning District. Property is located along the north side of Milford-Harrington Highway, approximately 2,200 feet west of the Route 113 intersection, addressed as 350 Milford-Harrington Highway, Milford, Delaware. Present Use: Shopping Center; Proposed Use: Same with Daycare.
Tax Map: MD-16-173.00-01-08.00

Communication & Correspondence

Unfinished Business

New Business

Adoption/City of Milford Tax Warrant FY2020-2021
Approval/Milford Public Library Agreement
Approval/Friends of the Milford Museum Agreement

Executive Session

Motion to Enter Executive Session Pursuant to 29 Del. C. §10004(b)(9) Personnel matters in which the names, competency, and abilities of individual employees or students are discussed
Return to Public Session
Potential vote/Personnel Matters

Adjournment

All items on the Council Meeting Agenda are subject to a potential vote.

**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.**

Ⓢ Public Comment, up to three minutes per person, will be accepted.

030420 061820 071520 072020

*All Items Resolved by Tyler Technologies Appraiser
072420 Agenda Amended as Noted Below and (Re)Posted
072720 Above Item Removed

¹Request by Mayor Campbell/Eq Rep (Removed)

City of Milford



PUBLIC NOTICE

City of Milford Property Tax Appeals-Canceled*

Please be advised that on Monday, July 27, 2020 at 6:30 p.m., the City Council of the City of Milford will sit in the Council Chambers at Milford City Hall, 201 South Walnut Street, Milford, Delaware, as a Board of Revision and Appeal, in regard to the 2020-2021 City of Milford General Property Assessment.

Property owners wishing to appeal the value of their property under the 2020-2021 General Assessment must contact Customer Service Department at 302-422-6616 Extension 1204 by 4:30 p.m. on Friday, July 10, 2020.

Copies of the 2010-2020 General Assessment are posted for public information at Milford City Hall, 201 South Walnut Street, Milford, Delaware and the City of Milford Customer Service Center, 119 South Walnut Street, Milford, Delaware.

Issued this 1st day of May 2020 pursuant to Article 7 of the Charter of the City of Milford, Delaware.

s/Mark Whitfield
City Manager

Posted 05 22 2020

**07.22.2020 All Unresolved Issues Settled by Tax Assessor*

THE CITY OF MILFORD

*Roles and Responsibilities in the Council-
Manager Form of Government
July 27, 2020*

*Presented By:
Larry Comunale
Steve Wiesner*

OUR OBJECTIVES TODAY

- Provide a brief overview of the Council-Manager form of government
- Review the distinct roles provided in the Council- Manager Model
- Generate discussion on the specific roles of the Mayor, Council and Manager in the City of Milford

THE EMERGENCE OF THE COUNCIL-MANAGER FORM

- In response to the conditions in cities in the 19th century
- Unpaved streets, pollution, poor sanitation
- Corruption in big city machine politics
- President Theodore Roosevelt and Civil Service: merit-based hiring
- The rise of scientific management

THE COUNCIL-MANAGER FORM OF GOVERNMENT

- 73% of all municipalities in the U.S. with populations over 2,500 have a professional municipal manager
- Council-Manager form is 10% more efficient than other forms (IBM Report)
- 66% of municipalities with a AAA Bond Rating employ the Council-Manager form

OVERALL OPERATIONS

30,000 foot level

City Council Members and the Mayor
Manager

10,000 foot level

Manager
Department Heads

Ground Level

Other Employees

NATIONAL LEAGUE OF CITIES MODEL CITY CHARTER



CITIES STRONG TOGETHER

MODEL CITY CHARTER

A PUBLICATION OF THE
NATIONAL CIVIC LEAGUE



**CHARTER OF
MILFORD & OTHER
DELAWARE CITIES**

THE CITY COUNCIL

All powers of the city shall be vested in the city council, except as otherwise provided by law or this charter, and the council shall provide the exercise thereof and for the performance of all duties and obligations imposed on the city by law.

(Source: Model City Charter, National Civic League)

THE CITY COUNCIL

"....It is the legislative organ of the city exercising all the authority which the municipal corporation possesses – with one important exception only. This restriction is that the city council, once it selects a city manager, devolves all direct administrative authority upon him."

(Source: Model City Charter, National Civic League)

THE CITY COUNCIL

- Establishes a vision for the City of Milford
- Decides the services the municipality will provide
- Enacts a tax rate necessary to provide services

THE CITY COUNCIL

Sets policy to address the issues of the City

Empowers the Manager to conduct the day-to-day business of the City

Approves the annual budget and thereby prioritizes the response to challenges facing the City of Milford

THE MAYOR

“ The mayor ... is the public face of the community who presides at meetings, assigns agenda items to committees, facilitates communication and understanding between elected and appointed officials, and assists the governing body in setting goals and advocating policy decisions” .

(Source: ICMA Council Manager Form of Government)

THE MAYOR

"While the mayor of a council-manager city is not an executive as in the mayor-council form, he or she is uniquely positioned to be the political and policy leader of the city. As the presiding officer of council and ceremonial head of the city, the mayor is the most conspicuous official of the city. Freedom from executive responsibilities for the day-to-day municipal operations allows the mayor to focus attention on major policy issues and important facilitative activities."

(Source: Model City Charter, National Civic League)

THE CITY CLERK

Milford City Charter - Sect 5.06:

The City Council shall appoint an officer of the City who shall have the title of City Clerk. The City Clerk shall give notice of the City Council meetings to its members and the public, maintain a permanent record of all City Council proceedings and documents, manage the city elections, act as the custodian of the City Seal, affixing it to all documents, records, contracts and agreements requiring a seal and attesting to same by signature and perform other duties as are assigned to him or her by this Charter or by the City Council.

THE CITY SOLICITOR

Milford City Charter - Sect 5.07

At the annual organization meeting, the City Council shall appoint a City Solicitor, who shall be removable at the pleasure of City Council, either with or without cause as stated.

THE CHIEF OF POLICE

Milford City Charter - Sect 5.08

(c) The Chief of Police shall be responsible to City Council and shall be removed from office in accordance with the provisions of State law .

THE CITY MANAGER

- In the council-manager plan, the city manager is continuously responsible to city council, the elected representatives of the people
- To be effective, the manager must recognize that the elected representatives of the people are entitled to the credit for the establishment of local government policies and the manager is responsible for policy execution
- The manager must refrain from participation in the election of the members of the employing legislative body including the mayor

(Source: Model City Charter – National Civic League)

THE CITY MANAGER

Administers the day-to-day business.

As the leader of the management team (Department Heads), enforces all municipal regulations, administers all personnel and financial decisions

Makes policy recommendations

THE CITY MANAGER

- Is “appointed not anointed.”
- Serves at the pleasure of the elected officials
- Charged with carrying out the policies adopted by the elected officials

DEPARTMENT HEADS & EMPLOYEES

At the direction of the manager, the department heads ensure that the services of the city are properly and efficiently delivered

The Employees follow the direction given by the Department Heads

CODE OF THE CITY OF MILFORD

- 5.02 - City Manger - Appointment; Qualifications and Compensation.
- The City Council shall appoint a City Manager for an indefinite term. He or she need not be a resident of the City or state at the time of his appointment but may reside outside the City while in office only with the approval of the City Council. The City Council may enter into an employment contract with the City Manager. An employment contract with a City Manager shall be in writing and shall specify the conditions of employment.
- [Res. No. 2017-02, adpt. 3-27-2017, eff. 7-10-2017]

CODE OF THE CITY OF MILFORD

5.05 - Powers and Duties of the City Manager.

- The City Manager shall be the chief administrative officer of the City. He or she shall be responsible to the City Council for the administration of all City affairs placed in his or her charge or under this Charter. He or she shall have the following powers and duties:

CODE OF THE CITY OF MILFORD

505. Powers and Duties of the City Manager (cont.)

- (a) He or she shall appoint, and when he or she deems it necessary for the good of the City, suspend or remove City employees and appointive administrative officers provided for by or under this Charter, except as otherwise provided by law, this Charter or personnel rules adopted pursuant to this Charter. He or she may authorize any administrative officer, who is subject to his or her direction and supervision, to exercise these powers with respect to subordinates in that officer's department, office or agency.

CODE OF THE CITY OF MILFORD

505. Powers and Duties of the City Manager (cont.)

- (b) He or she shall direct and supervise the administration of all departments, offices and agencies of the City, except as otherwise provided by this Charter or by law.

ACCOUNTABILITY



CHALLENGES TO THE COUNCIL-MANAGER PLAN

Unclear and/or undefined roles between the primary governmental functions (Council/Mayor/Manager)

Remaining faithful to a long-range plan (i.e. Vision 2023 or as amended)

COUNCIL-MANAGER FORM PITFALLS

- The Manager believing that he/she is indispensable
- The elected officials getting involved in hiring, directing or disciplining employees
- The Manager getting involved in the politics of City government

PITFALLS (CONT.)

- Council members acting independently of the rest of Council
- A Manager believing he/she is accountable to the citizens and not the elected officials
- Individual elected officials setting the agenda for meetings

PITFALLS (CONT.)

- The Manager being disrespectful toward elected officials
- The elected officials not respecting the Manager's position as the chief executive officer of the City
- Operating as independent actors rather than as a team

Q & A





DATA SHEET FOR LANDS OF JERRY EMBLETON

Planning Commission Meeting: July 21, 2020

| | | |
|---|---|---|
| Application Number / Name | : | 20-016 / Lands of Jerry Embleton |
| Applicant | : | Jerry Embleton 903 Meadowbrook Lane Milford, DE 19963 |
| Owner | : | Same |
| Application Type | : | Conditional Use |
| Present Comprehensive Plan Map Designation | : | Commercial |
| Present Zoning District | : | C-2 (Central Business District) |
| Present Use | : | Vacant |
| Proposed Use | : | Mixed Use – 1 st Floor Commercial, 2 nd Floor Apartment |
| Size and Location | : | 0.121 +/- acres of land located along the west side of N. Washington Street between NE Front Street and NE Second Street. |
| Tax Map & Parcel | : | MD-16-183.10-3-57.01 |

ENC: Staff Analysis Report
Exhibit A – Location & Zoning Map
Exhibit B – Survey
Exhibit C – Architectural Renderings



STAFF REPORT
July 1, 2020

| | | |
|---|---|---|
| Application Number / Name | : | 20-016 / Lands of Jerry Embleton |
| Present Comprehensive Plan Designation | : | Commercial |
| Present Zoning District | : | C-2 (Central Business District) |
| Present Use | : | Vacant |
| Proposed Use | : | Mixed Use – 1 st Floor Commercial, 2 nd Floor Apartment |
| Tax Map & Parcel | : | MD-16-183.10-03-57.01 |
| Size and Location | : | 0.121 +/- acres of land located along the west side of N. Washington Street between NE Front Street and NE Second Street. |

I. BACKGROUND INFORMATION:

- The applicant proposes to construct a 28’ x 40’ two-story mixed use structure containing first floor commercial space and a single second story apartment as shown on the provided survey.
- The business portion of the project would be expected to have between 1-5 employees and operate on normal business hours (8:00 am to 5:00 pm).
- Chapter 230-13(C)(10) states “all dwellings other than single-family with a maximum density of 12 units per acre in conjunction with nonresidential use” may be permitted subject to receiving a conditional use permit by the City Council.

II. STAFF ANALYSIS:

Based on the information presented, the City of Milford Code, and the Comprehensive Plan, staff submits the following regarding the request for the Conditional Use:

- The proposal meets the minimum requirements of Chapter 230 Zoning and Subdivision of Land.
- Evaluation based on the criteria found under Chapter 230-48 Conditional Uses.

A. The presence of adjoining similar uses.

The Central Business District has several buildings with first floor commercial and residential units above. The proposed use would be similar to several other properties along Front Street and Walnut Street, and is consistent with the character of the neighborhood. The property to the north contains a bed and breakfast operation that has an accessory apartment. The property to the west contains a structure with three residential units. The property to the south contains a mixed use structure. The properties to the east, across N. Washington Street contain commercial uses.

B. An adjoining district in which the use is permitted.

The proposed mixed use structure is consistent with the purpose and intent of the C-2 Central Business District.

C. There is a need for the use in the area proposed as established by the Comprehensive Plan.

The Comprehensive Plan promotes mixed use development in the Central Business District. The combination of first floor commercial and second floor residential would be consistent with the Comprehensive Plan, the Downtown Master Plan, and the goals of the Downtown Development District Plan. The proposal would provide additional housing options in the downtown area.

D. There is sufficient area to screen the conditional use from adjacent different uses.

The property to the north contains a bed and breakfast operation with an accessory apartment. The property to the west contains three apartment units. The property to the south contains a mixed use structure. No screening is proposed between the adjacent similar uses.

E. The use will not detract from permitted uses in the district.

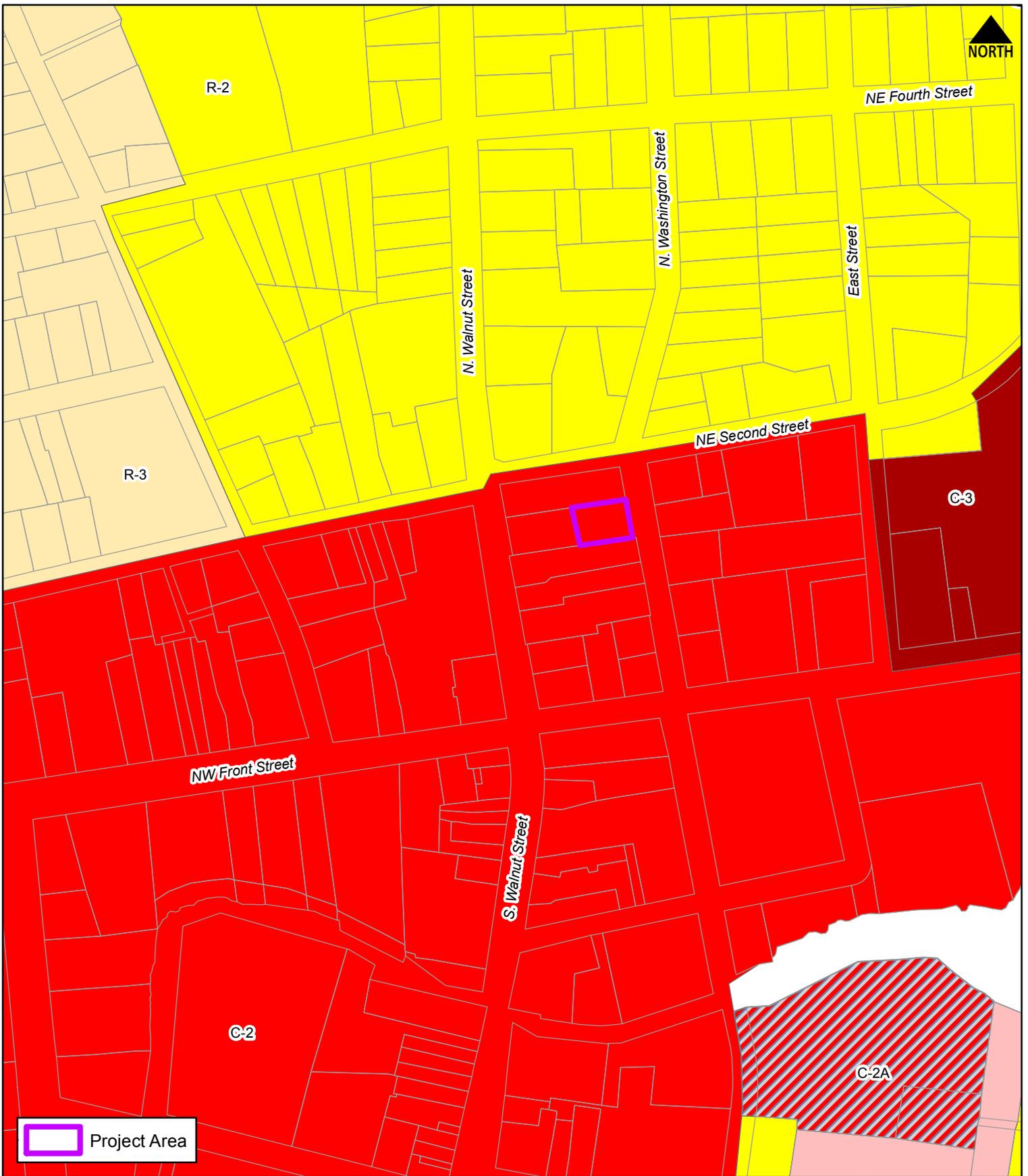
The proposed mixed use structure is consistent with the purpose and intent of the C-2 Central Business District and should not detract from similar adjacent mixed use and commercial structures.

F. Sufficient safeguards, such as traffic control, parking, screening and setbacks, can be implemented to remove potential adverse influences on adjoining uses.

The applicant proposes to construct a driveway with rear parking along the north side of the property containing two parking spaces along with available parking in the driveway itself. The driveway would connect to N. Washington Street which is a City maintained road. Additional on-street parking is available throughout the neighborhood and there is

a City owned parking lot at the corner of NE Front Street and N. Washington Street within the same neighborhood block. No screening is proposed between the adjacent similar uses. The C-2 zoning category does not have setback requirements for the front, side and rear yard. The applicant proposes to construct the dwelling 10.9 feet from the front property line, 36.3 feet from the rear property line, 18.1 feet from the northern side property line and 12.4 feet from the southern side property line. The building footprint and site components are consistent with the zoning ordinance with regards to building and parking setbacks.

- If the Planning Commission and City Council elect to approve the applicant's request, staff recommends the following minimum conditions of approval:
 - The applicant must obtain a building permit from the Planning Department and obtain approval from the State Fire Marshal's Office and State Plumbing Office.



 Project Area



Scale:  Feet
0 100 200

Drawn by: WRP Date: 05/11/20

Title:

Conditional Use
Lands of Jerry Embleton
Location & Zoning Map

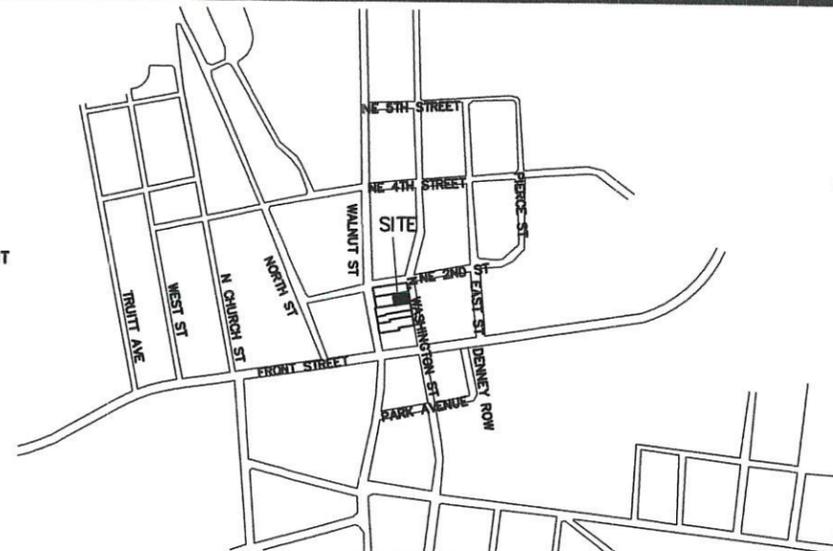
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LIGHTING NOTES

1. OUTSIDE LIGHTING SHALL BE 2 EA. NTW-A-WM-T3-40K-UL-BZ CONFIGURED 3.48FC MAX, 0.53FC AVG.
2. LIGHT 1, SINGLE ORIENTATION X=-12, Y=0, Z=10.0', TILT 15°
3. LIGHT 2, SINGLE ORIENTATION X=0, Y=-13, Z=12', TILT 15°

LEGEND

- CORNER FOUND IN SIDEWALK
- IRON PIPE FOUND
- PROPERTY LINE
- - - EDGE OF PAVEMENT
- CROWN OF ROAD
- x x x FENCE



LOCATION MAP
1" = 1000'

PROJECT NOTES

- | | |
|-----------------------------|---|
| 1. TAX ID NUMBER | 5-16-18310-03-5701-00001 |
| 2. CITY OF MILFORD ZONING | C-2 (COMMERCIAL) |
| 3. EXISTING USE | VACANT |
| 4. PROPOSED USE | MIXED (COMMERCIAL DOWNSTAIRS W/ 2ND FLOOR BEING LIVING AREA) |
| 5. EXISTING IMPERVIOUS AREA | 802 SF GRAVEL (15.3%) 263 SF SIDEWALK (5.0%) 1,085 SF TOTAL (20.3%) |
| 6. PROPOSED IMPERVIOUS AREA | 1,120 SF DWELLING (21.4%) 1,612 SF ASPHALT (30.8%) 283 SF SIDEWALK (5.0%) 3,015 SF TOTAL (57.6%) |
| 7. PARKING SPACES | REQUIRED: NONE (C-2) PROVIDED: 2 |
| 8. MAX BUILDING HEIGHT | 35FT |

GENERAL NOTES

1. TITLE REFERENCED TO DEED BOOK 9762, PAGE 147.
2. "URBAN" SURVEY.
3. SUBJECT TO ANY AND ALL RESTRICTIONS, RESERVATIONS, CONDITIONS, EASEMENTS & AGREEMENTS OF RECORD IN THE OFFICE OF RECORDER OF DEEDS, KENT COUNTY, DE. NO TITLE SEARCH PROVIDED.
4. FLOOD ZONE 'X' PER FEMA PANEL 10001C0366J.

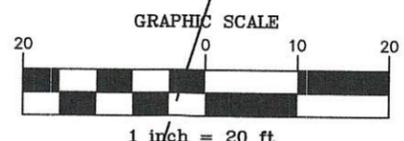
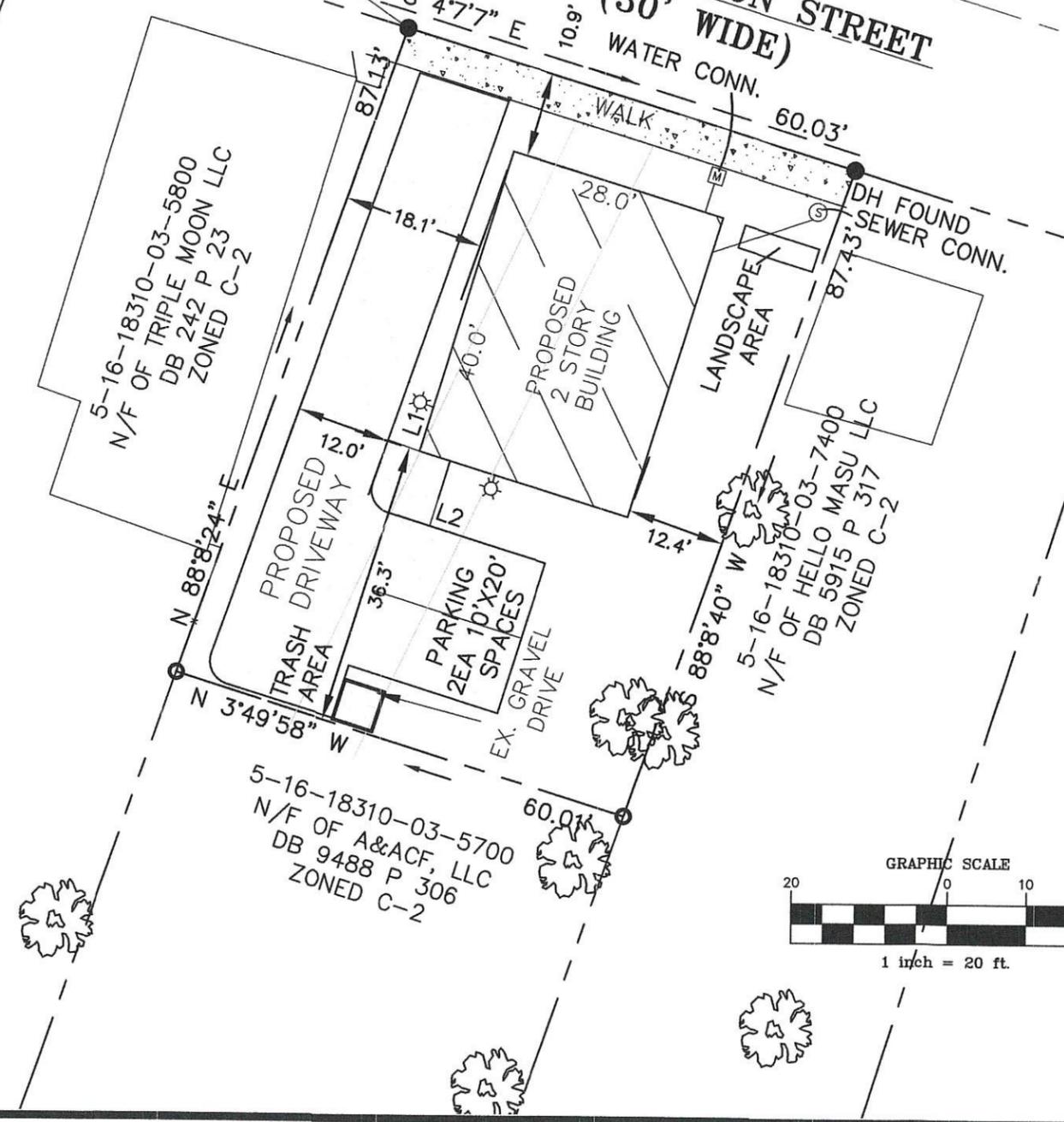
FIRE MARSHAL NOTES

1. INTENDED USE: MIXED USE 1ST FLOR COMMERCIAL-BUSINESS, 2ND FLOOR RESIDENTIAL
2. BUILDING TYPE: NFPA TYPE (5,000) IBC TYPE 5B
3. WATER SUPPLIER: CITY OF MILFORD.
4. BUILDING IS 2 STORY.
5. THE PRIMARY OCCUPANCY OF ALL BUILDINGS IS NOT "HIGH HAZARD OR FLAMABLE". THIS FACILITY WILL BE UTILIZED FOR GENERAL COMMERCIAL/BUSINESS AND RESIDENTIAL.
6. BUILDING CONSTRUCTION TYPE: BUILDING WILL BE BLOCK FOUNDATION WITH WOOD FRAME AND SIDING.
7. SPRINKLER SYSTEM: AUTOMATIC SPRINKLERS ARE NOT PROPOSED FOR THIS STRUCTURE
8. MAXIMUM SLOPE PERMITTED FOR 15 FEET AROUND PROPOSED BUILDING PERIMETER IS 10 PERCENT GRADE.
9. ALL FIRE LANES, FIRE HYDRANTS, AND FIRE DEPARTMENT CONNECTIONS SHALL BE MARKED IN ACCORDANCE WITH THE STATE FIRE PREVENTION REGULATIONS.
10. THE SITE OCCUPANT GIVES PERMISSION TO THE FIRE DEPARTMENT TO REMOVE ANY LOCKS THAT MAY IMPEEDE ACCESS TO THE SITE.



POB/POC
CROSS MARK
IN SIDEWALK
50' ± TO NE
SECOND STREET

**N. WASHINGTON STREET
(30' WIDE)**



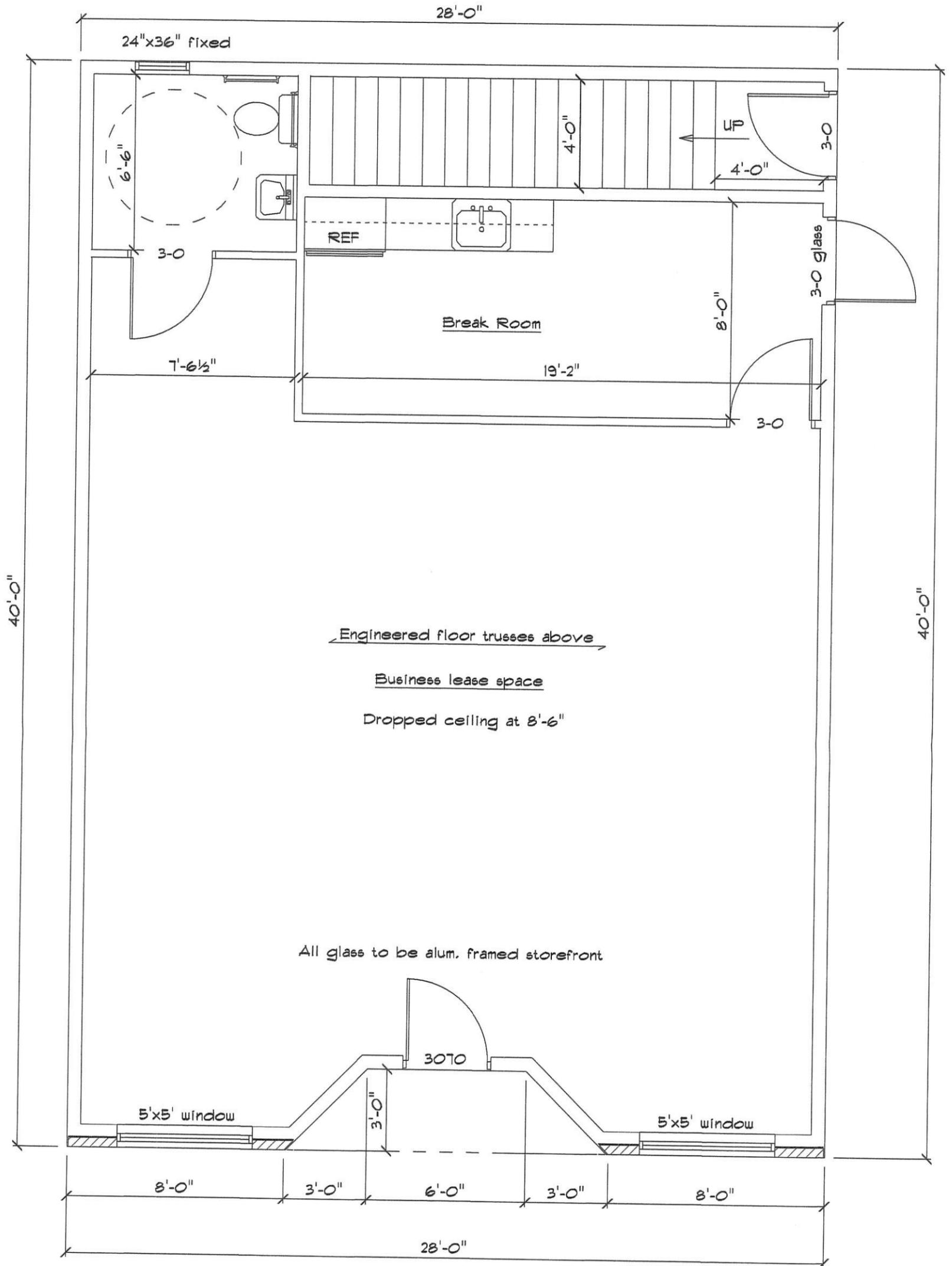
SITE PLAN
FOR JERRY EMBLETON
WEST SIDE OF
N. WASHINGTON STREET
MILFORD, DE 19963
MILFORD HUNDRED
KENT COUNTY, DELAWARE
TAX MAP #5-16-18310-03-5701
AREA: 5,235±SF / 0.121±AC

COTTEN ENGINEERING LLC
CIVIL ENGINEERS
10087 CONCORD RD.
SEAFORD DE 19973
PHONE/FAX (302) 628-9164

THIS DRAWING, SPECIFICATIONS, AND WORK PRODUCED BY COTTEN ENGINEERING LLC FOR THIS PROJECT ARE INSTRUMENTS OF SERVICE FOR THIS PROJECT ONLY, AND REMAINS THE COPYRIGHTED PROPERTY OF COTTEN ENGINEERING LLC. REUSE OR REPRODUCTION OF ANY OF THE INSTRUMENTS OF SERVICE OF COTTEN ENGINEERING LLC BY THE CLIENT OR ASSIGNEES WITHOUT THE WRITTEN PERMISSION OF COTTEN ENGINEERING LLC WILL BE AT THE CLIENTS RISK AND BE A VIOLATION OF THE COPYRIGHT LAWS OF THE UNITED STATES OF AMERICA AND THE RESPECTIVE STATE WITHIN WHICH THE WORK WAS COMPLETED.

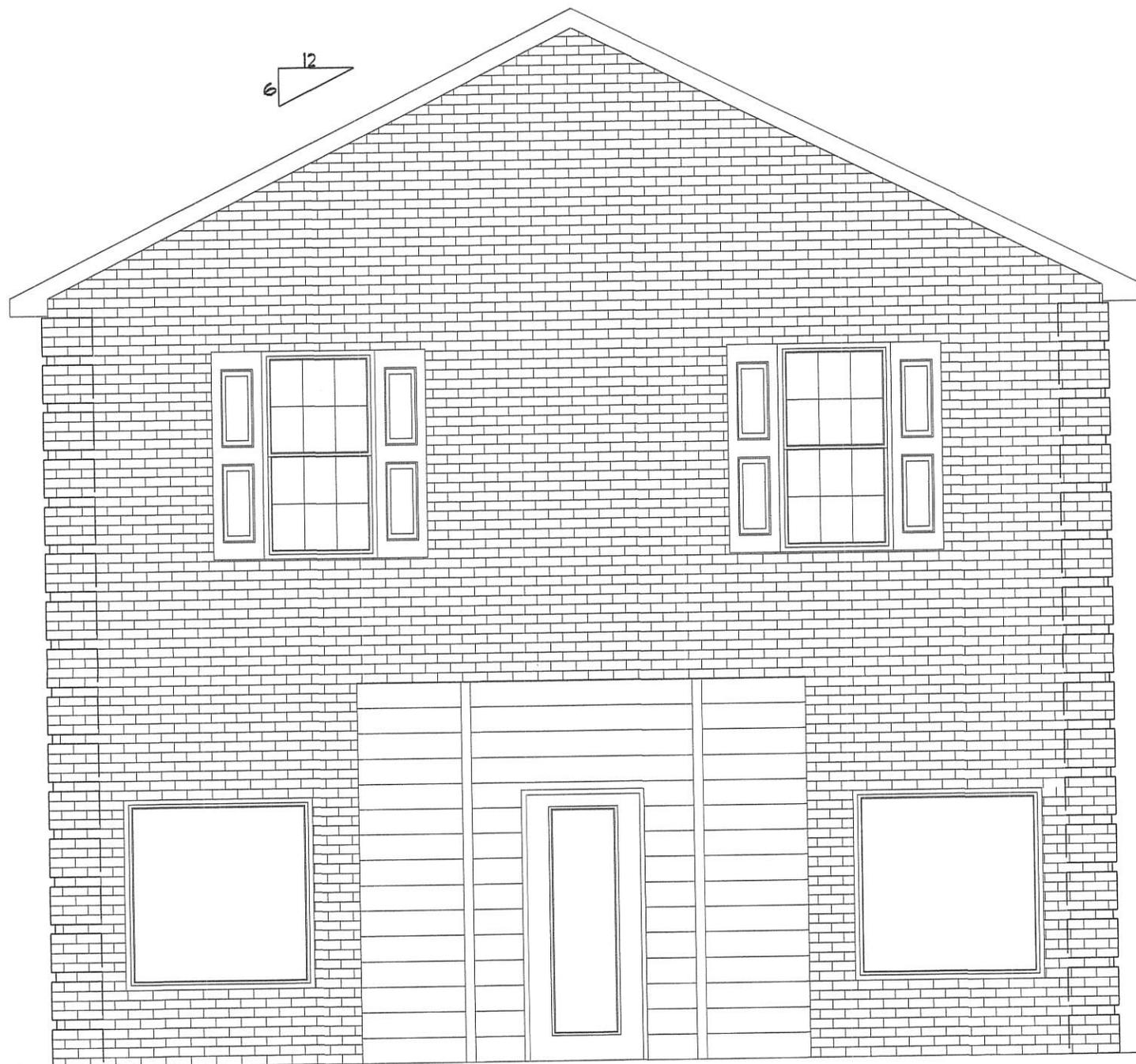
| | | |
|-----------------|----------------------|---------------------|
| DESIGNED BY: CE | REVISION DATE: | JOB # 20-115 |
| DRAWN BY: JCD | DATE: 5/8/2020 | |
| CHECKED BY: MSC | SCALE: 1INCH = 20 FT | SHEET 1 OF 1 |

Rough Draft



Jerry Embleton
Washington Street
First Floor Plan
10' ceiling height
2x6 exterior wall
995 Square Feet
780 Square Feet office space
1/4" = 1'-0"

Rough Draft



Jerry Embleton
Washington Street
Front Elevation
1/4" = 1'-0"

**Conditional Use Application for Jerry Embleton
City of Milford, DE
West side of N. Washington Street, Milford, DE 19963
Tax Map #5-16-18310-03-5701**

**Proposal for construction of a mixed-use structure on the west side of N.
Washington Street on an existing vacant lot**

To Whom it May Concern:

This conditional use application is for the proposal of a mixed-use dwelling on the empty lot above described. The owner, Mr. Jerry Embleton, aims to construct a two-story 28' x 40' building on the property, with the ground floor being used for business purposes and the second floor being used as living space.

The parcel is in the C-2 district and is approximately 5,235 square feet in area, and has an existing gravel drive across its center. The proposed project involve a total disturbance area of approximately 2,800 square feet. All adjacent properties are being used for either residential or commercial purposes, and all landscaping goals pursuant to this project would have no foreseeable impact on the continued development of these adjacent properties.

The business itself would be expected to have 1-5 employees and operate on normal business hours (8:00 AM – 5:00 PM). As this project is in the C-2 district, no parking spaces are required, but 2 are provided for the convenience of the residents.

If there are any further questions about this project or its impact on the community, feel free to contact Cotten Engineering at 302-628-9164 or via e-mail at mcotten_eng@yahoo.com

Thank you,

Mike Cotten

Michael S. Cotten, P.E
President, Cotten Engineering

Site Plan for Jerry Embleton - West side of N. Washington Street, Milford, DE 19963

Tax Map #5-16-18310-03-5701

Conditional Use Application - Item 4

| | Existing | Proposed | Net Change |
|----------------------|---------------------|---------------------|-------------------|
| Area | 5,235 SF / 0.121 Ac | - | - |
| Building Coverage | 0 SF / 0 Ac | 1,120 SF / 0.026 Ac | 1,120 SF |
| Impervious Surface | 1,085 SF (20.7%) | 3,015 SF (57.5%) | 1,895 SF (36.2%) |
| Parking (0 required) | 0 | 2 (10' x 20') | 2 |

**LEGAL DESCRIPTION
FOR JERRY EMBLETON
WEST SIDE OF N. WASHINGTON STREET
MILFORD, DE 19963
MILFORD HUNDRED
SUSSEX COUNTY, DELAWARE
TAX MAP #5-16-18310-03-5701**

COMMENCING at a cross mark found in a sidewalk, said cross mark being the point and place of **BEGINNING** and a corner for the lands described herein and the lands now or formerly of Triple Moon, LLC. and lying on the southwesterly right of way line of N. Washington Street (30' wide), said cross mark also being 50 feet plus or minus from the intersection of the southwesterly right of way line of N. Washington Street and the southeasterly right of way line of NE 2nd Street, thence with the right of way line of N. Washington Street, having a bearing of South 04°07'07'' East for a distance of 60.03 feet, to a drill hole found in a sidewalk, thence with the lands now or formerly of Hello Masu, LLC., having a bearing of South 88°08'40'' West for a distance of 87.43 feet, to an iron pipe found, thence with the lands now or formerly of A& ACF, LLC., having a bearing of North 03°49'58'' West for a distance of 60.01 feet, to an iron pipe found, thence with the lands now or formerly of Triple Moon LLC., having a bearing of North 88°08'24'' East for a distance of 87.13 feet, to the point and place of **BEGINNING**.
CONTAINING AREA 5,235±square feet or 0.121±acres more or less.

§ 230-13. - C-2 Central Business District.

In a C-2 District no building or premises shall be used and no building shall be erected or altered which is arranged, intended or designed to be used except for one or more of the following uses and complying with the requirements so indicated.

- A. Purpose. The purpose of the C-2 District is to create an atmosphere that encourages the preservation and revitalization of the Central Business District. Specifically, the regulations are designed to encourage the development and opening of new businesses. This may be accomplished by providing an attractive and convenient shopping center or mall that is organized and developed as an integrated unit. The district regulations also recognize the unique circumstances that are peculiar to the downtown area.
- B. Permitted uses. Permitted uses for the C-2 District shall be as follows:

[Amended 9-30-1991; 6-29-1992; 10-12-1998 by Ord. No. 10-1998; 11-27-2006 by Ord. No. 2006-15]

- (1) Those uses permitted in the C-1 District.
- (2) General merchandise stores, including such uses as department stores, apparel and accessories, hardware, shoes, drugs and variety stores.
- (3) Specialty retail stores, including such uses as gifts, antiques, crafts, newspapers, tobacco, flowers, sporting goods, books, jewelry, leather goods and stationery stores.
- (4) Personal service establishments, including such uses as barbers, beauticians, shoe repair and tailors.
- (5) Financial institutions, loan companies and banks.
- (6) Restaurants, excluding fast-food or franchised food service operated restaurants.
- (7) Taverns and tap rooms.
- (8) Retail food stores, including bakeries, confectionery, candy or gourmet shops, small convenience grocery shops (without gas pumps) and meat, fish or produce stores.
- (9) Professional services and administrative activities, including such uses as offices of agents, brokers, physicians, dentists, attorneys, architects, engineers, musicians and artists and governmental offices serving the public.
- (10) Libraries, museums, art galleries and public information centers.
- (11) Churches and other places of worship.
- (12) Fraternal, social service, union or civic organization.
- (13) Tourist home, boardinghouse, rooming house or lodging house.
- (14) Studio for artists, designers, photographers, musicians, sculptors and related uses.
- (15) Commercial parking lot, public garage or multilevel parking garage and off-street parking.
- (16) Municipal and public services and facilities, including City Hall, water storage towers, water reservoirs, water pumping stations, water treatment plants, sewage pumping stations, sewers (storm and sanitary), street rights-of-way, utility transmission and distribution lines, public transportation bus or transit stops, police and fire stations and substations for electric, gas and telephone facilities.
- (17) Publishing, printing and reproduction establishments.
- (18) Repair and servicing as an accessory activity of any article for sale in the same establishment.

- (19) Indoor storage facilities as an accessory use to any of the permitted uses in this district.
- (20) The outdoor display of merchandise, if done in a reasonable manner and if the display is kept neat and orderly as determined by the Code Official. Furthermore, the outdoor display may not interfere with the safe and efficient flow of pedestrian traffic.
- (21) Family day care, which shall involve a maximum of six full-time and two after-school children, as specified by state regulations.
- (22) Craft distillery and microbrewery establishments, provided that:
 - (a) All permits and approvals required by the Delaware Alcoholic Beverage Commission are obtained and remain in full force and effect.
 - (b) All aspects of the distilling or brewing process are completely confined within a building, including storage of all materials and finished products.
 - (c) Such establishment offers the public, on a regular and continuing basis, various activities ancillary to its distilling and/or brewing process, including by way of example: tours of the premises, educational classes, demonstrations, tasting rooms, and retail sales areas limited to the sale of beer, mead, cider, or spirits brewed or distilled on the premises for consumption off-premises and other retail items.
 - (d) On-site consumption or tasting associated with a craft distillery or microbrewery establishment shall be permitted. Any area associated with on-site consumption or tasting shall not operate as a stand-alone bar or tavern, shall be located on the premises of the craft distillery or microbrewery establishment, and shall be ancillary to the primary use. "Ancillary" for purposes of this section means subordinate, auxiliary, smaller and less intensive than the primary use. On-site consumption or tasting of alcohol shall be limited to those products brewed or distilled on the premises, except as otherwise permitted by Delaware Law.
 - (e) All food sales shall be limited to prepackaged snack items or those food items prepared by a food establishment licensed by the State of Delaware. If a craft distillery or microbrewery intends to operate on its premises a food establishment that is otherwise a permitted use in this district (i.e. restaurant, café, or full-service restaurant), the City may require the property owner to provide the City with a letter of no objection from the Delaware Alcoholic Beverage Control Commissioner regarding the operation of a food establishment on the premises of a craft distillery or microbrewery.
 - (f) Outdoor seating and gathering areas shall be permitted subject to the following requirements:
 - i. Permanent and temporary outdoor seating and gathering areas shall be subject to building permit application and approval requirements.
 - ii. Outdoor seating and gathering areas and ancillary improvements shall include physical barriers from public rights-of-way and physical and visual barriers from adjoining properties. Physical barriers along public rights-of-way shall restrict access from the public rights-of-way to the outdoor seating and gathering areas and shall not exceed four feet in height. Barriers along adjoining property lines shall create a physical and visual barrier consisting of fencing six feet in height or vegetation at least six feet in height. The regulations herein shall be in addition to any regulations imposed by the State of Delaware.
 - iii. Maximum occupancy and points of ingress/egress shall be clearly marked. Occupancy of outdoor seating and gathering areas shall not exceed one person per 15 square feet of the outdoor seating and gathering areas identified in the building plans or any other occupancy limit established by the Office of the State Fire Marshall.
 - iv. All structures and uses related to outdoor seating and gathering areas and facilities are subject to the City of Milford Building Code and the City of Milford Zoning Code.

- v. The occupancy of outdoor seating and gathering areas shall be included when calculating the building requirements and minimum parking standards required by the City of Milford and State of Delaware. Outdoor seating and gathering areas shall meet all requirements of the City of Milford and the State of Delaware.
 - vi. Tables, chairs, umbrellas, equipment, games, and any other items provided in connection with outdoor seating and gathering areas shall be maintained in good repair and shall be secured during non-business hours in a safe and orderly manner.
 - vii. Any licensing required by the Delaware Alcoholic Beverage Control Commissioner for outdoor seating and gathering areas shall be obtained.
- C. Conditional uses subject to special requirements. The following uses are permitted subject to receiving a conditional use permit by the City Council as provided in Article IX of this chapter:
- (1) Commercial indoor recreation activities, including amusement arcades, indoor theaters, social clubs, youth clubs or similar facilities.

[Amended 6-29-1992]

- (2) Laundromats and dry-cleaning establishments.
- (3) Undertakers.
- (4) Motels and hotels.
- (5) Instructional, business or trade stores.
- (6) Fast-food or franchised food service operated restaurants.
- (7) Day-care centers.

[Added 9-30-1991]

- (8) Small convenience grocery shops with gas pumps.

[Added 10-12-1998 by Ord. No. 10-1998]

- (9) Community residential treatment program.

[Added 9-13-1999 by Ord. No. 6-1999]

- (10) All dwellings other than single-family with a maximum density of 12 units per acre and in conjunction with nonresidential use.

D. Area regulations.

- (1) Minimum lot area shall be 2,500 square feet for any permitted use, together with its accessory buildings, provided that parking and loading space are provided in accordance with Article VI of this chapter.
- (2) Minimum lot width shall be 50 feet.
- (3) Height of buildings shall not exceed 35 feet.
- (4) There shall be no required setback, rear yard or side yard.
- (5) Signs shall comply with the requirements provided in Article VI of this chapter.

[Ord. No. 2008-18, § 2, 8-24-2009; Ord. No. 2019-31, § 2, 9-23-2019; Ord. No. 2019-38, § 5, 11-25-2019]

CITY OF MILFORD
NOTICE OF PUBLIC HEARINGS

Planning Commission Hearing: Tuesday, July 21, 2020
City Council Hearing: Monday, July 27, 2020

NOTICE IS HEREBY GIVEN that the following Ordinance is currently under review by Milford Planning Commission and City Council, with action scheduled to occur on the date(s) so indicated:

ORDINANCE 2020-19

Jerry Embleton for a Conditional Use to allow a Mixed Use on 0.121 +/- acres in a C2 Zoning District. Property is located along the west side of N. Washington Street between NE Front Street and NE Second Street., addressed as 0 Washington Street, Milford, Delaware. Present Use: Vacant; Proposed Use: Two-story mixed-use structure containing first floor commercial space and a single second story apartment. Tax Map: MD-16-183.10-03-57.01

WHEREAS, the owners of the property as above described herein have petitioned the City of Milford for a Conditional Use to allow a Mixed Use; and

WHEREAS, the City of Milford Planning Commission will consider the application at a Public Hearing to allow for public comment on July 21, 2020; and

WHEREAS, Milford City Council will hold a Public Hearing on July 27, 2020 to allow for public comment and further review of the ordinance.

Dates.

Planning Commission Review & Public Hearing: July 21, 2020

City Council Introduction: July 13, 2020

City Council Public Hearing: July 27, 2020

Effective: August 6, 2020

For additional information, please contact Rob Pierce in the Planning & Economic Development Department either by e-mail at RPierce@milford-de.gov or by calling 302.424.8396.

Advertised: *Beacon 062420*



DATA SHEET FOR R & S CONSTRUCTION, LLC

Planning Commission Meeting: July 21, 2020

| | | |
|---|---|---|
| Application Number / Name | : | 20-018 / R & S Construction, LLC |
| Applicant | : | R & S Construction, LLC 9203 Clendaniel Pond Road Lincoln, DE 19960 |
| Owner | : | Same |
| Application Type | : | Conditional Use |
| Present Comprehensive Plan Map Designation | : | Low Density Residential |
| Present Zoning District | : | R-2 (Residential District) |
| Present Use | : | Vacant |
| Proposed Use | : | Single-family Semi-detached |
| Size and Location | : | 0.19 +/- acres of land located along the south side of SE Second Street between Montgomery Street and Franklin Street. Addressed as 212 & 214 SE Second Street. |
| Tax Map & Parcel | : | 3-30-7.17-275.00 & 276.00 |

ENC: Staff Analysis Report
Exhibit A – Location & Zoning Map
Exhibit B – Property Survey



STAFF REPORT
July 1, 2020

| | | |
|---|---|---|
| Application Number / Name | : | 20-018 / R & S Construction, LLC |
| Present Comprehensive Plan Designation | : | Low Density Residential |
| Present Zoning District | : | R-2 (Residential District) |
| Present Use | : | Vacant |
| Proposed Use | : | Single-family Semi-detached |
| Tax Map & Parcel | : | 3-30-7.17-275.00 & 276.00 |
| Size and Location | : | 0.19 +/- acres of land located along the south side of SE Second Street between Montgomery Street and Franklin Street. Addressed as 212 & 214 SE Second Street. |

I. BACKGROUND INFORMATION:

- The applicant purchased a condemned property at 212 SE Second Street and demolished the structure in May 2020 and a vacant parcel to the east. The applicant proposes to replace the single-family detached dwelling with a single-family semi-detached dwelling unit as shown on the attached survey.
- According to Chapter 230-10(C), single-family semidetached dwellings are considered a conditional use subject to approval of a conditional use permit from City Council.

II. STAFF ANALYSIS:

Based on the information presented, the City of Milford Code, and the Comprehensive Plan, staff submits the following regarding the request for the Conditional Use application:

- The two parcels are existing, therefore the dimensions are considered legal non-conforming. The house placement meets the minimum required setbacks, lot coverage and off-street parking.
- The applicant will be required to replace sidewalk sections that are in poor or failing

condition prior to the issuance of a certificate of occupancy.

- Evaluation based on the criteria found under Chapter 230-48 Conditional Uses.

A. The presence of adjoining similar uses.

As shown on the attached zoning and location map, the property is surrounded on all sides by properties zoned R-2. The properties are bound on the east and south by lands of the City of Milford which are part of the Parks & Recreation Facility. The property to the west contains a single-family detached dwelling. The property to the north contains a four unit dwelling. There are six multiple unit dwellings within 200 feet of the subject parcel.

B. An adjoining district in which the use is permitted.

The proposed use is permitted by conditional use within the R-2 and permitted by-right in the R-3 & R-8 zoning districts.

C. There is a need for the use in the area proposed as established by the Comprehensive Plan.

The Comprehensive Plan designates this area as Low Density Residential, which is intended to provide residential housing options in the forms of detached and semi-detached product. The proposed use would be appropriate based on the Comprehensive Plan.

D. There is sufficient area to screen the conditional use from adjacent different uses.

The proposed use is residential and is surrounded by other residential uses. Screening would not be required.

E. The use will not detract from permitted uses in the district.

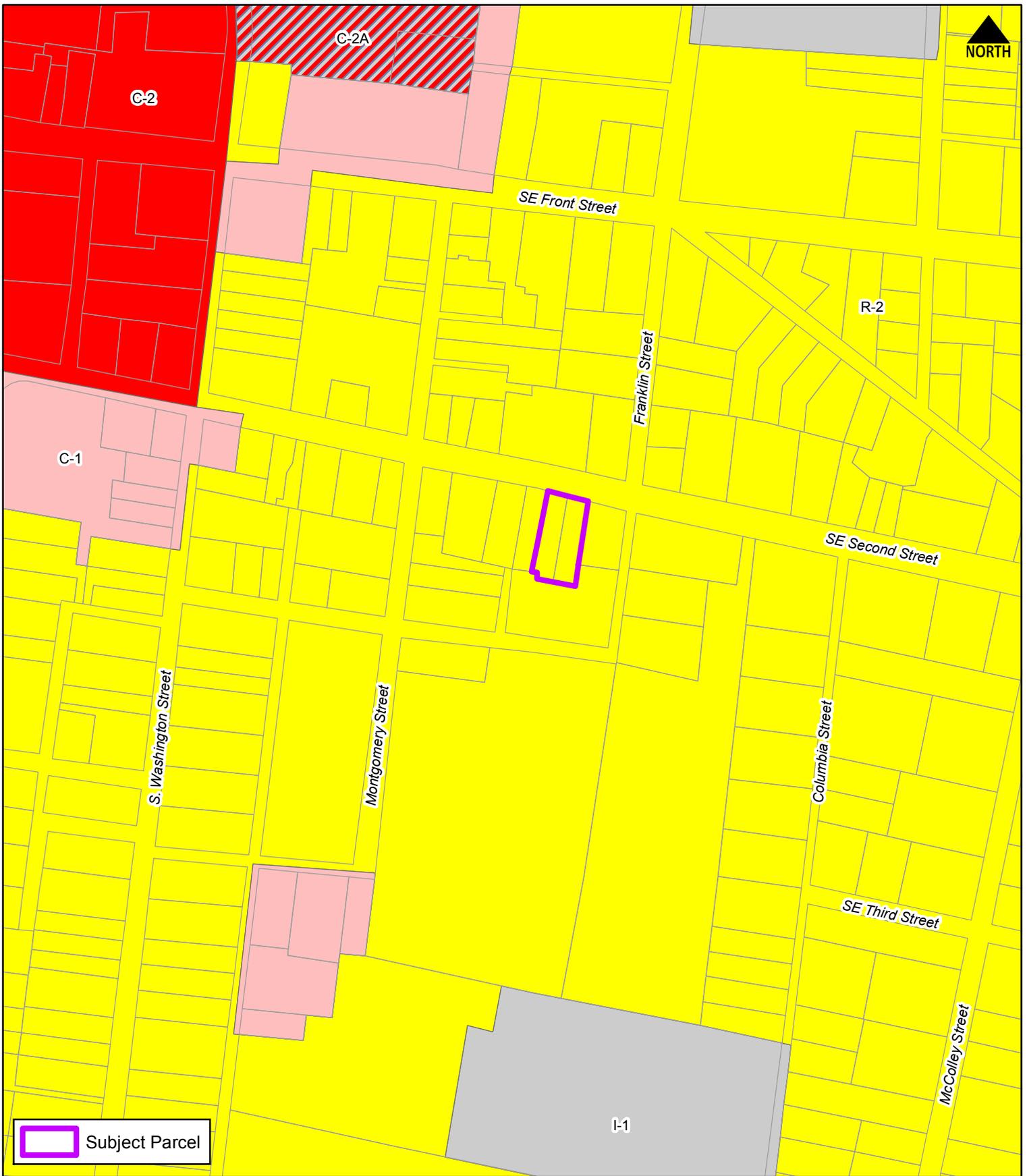
The subject parcel is located in an existing residential neighborhood and is surrounded by older single-family detached, two-unit structures and a four unit dwelling. There are six multiple unit dwellings within 200 feet of the subject property, four of which are on SE Second Street while the other two are on Franklin Street and Montgomery Street.

F. Sufficient safeguards, such as traffic control, parking, screening and setbacks, can be implemented to remove potential adverse influences on adjoining uses.

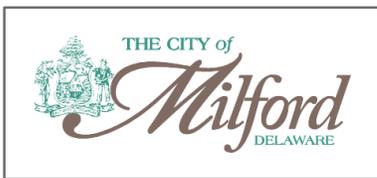
The site is located in an existing residential area along a State maintained major collector road. Driveways will be installed along SE Second Street and will require DelDOT entrance permits. No screening is necessary since adjacent parcels contain similar low density residential uses.

III. AGENCY COMMENTS:

- DelDOT – No comments solicited
- Sussex Conservation District – No comments solicited
- State Fire Marshal – No comments solicited



 Subject Parcel



Scale:  Feet
0 100 200

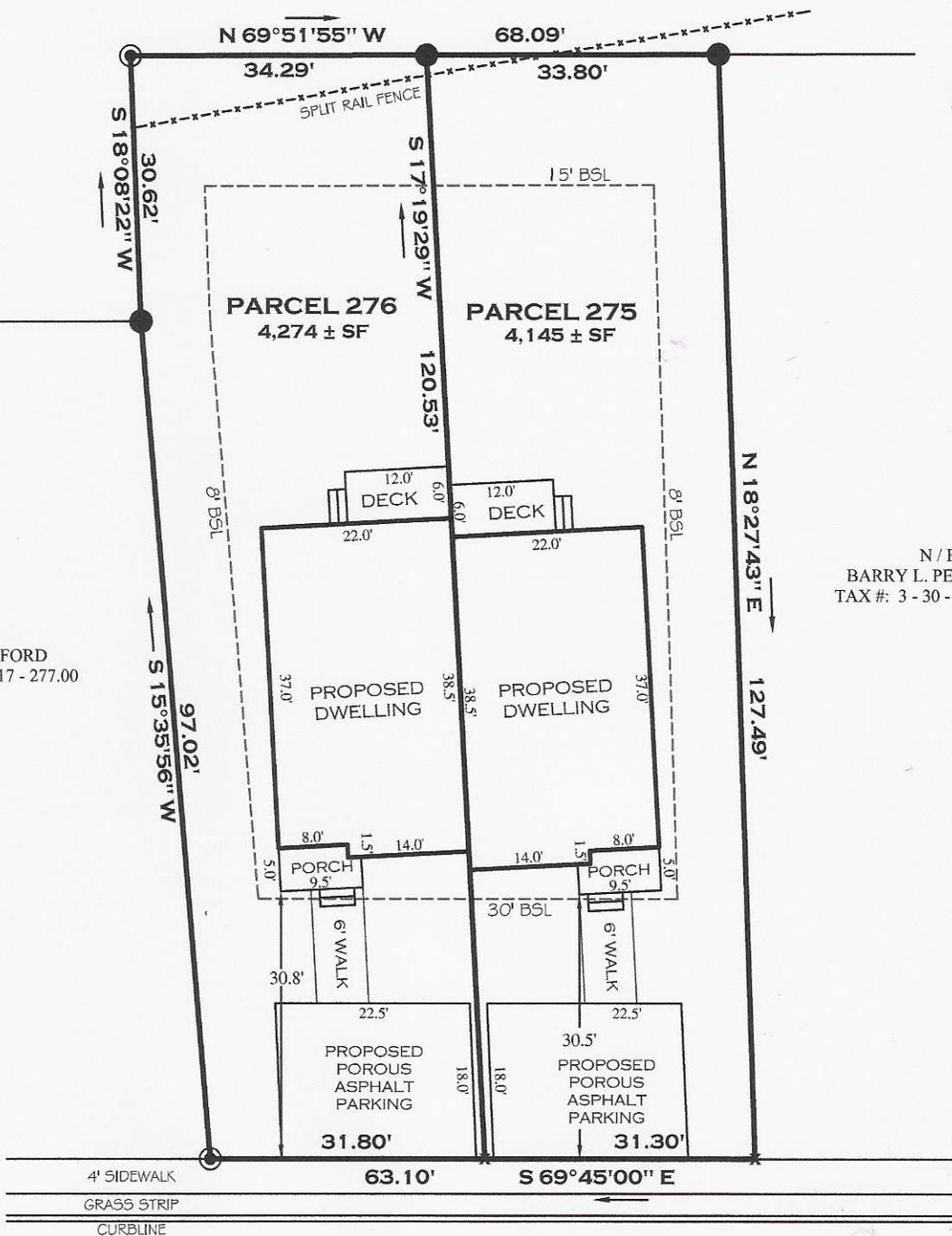
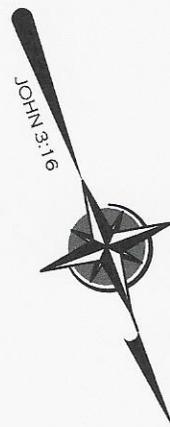
Drawn by: WRP Date: 05/18/20

Title:

**Conditional Use
R & S Construction, LLC
Location & Zoning Map**

Filepath: CU_R&SConstruction.mxd

N / F
CITY OF MILFORD
TAX #: 3 - 30 - 7.17 - 278.00



N / F
BARRY L. PETERMAN
TAX #: 3 - 30 - 6.20 - 97.00

N / F
CITY OF MILFORD
TAX #: 3 - 30 - 7.17 - 277.00

SOUTHEAST 2ND STREET 40' RIGHT OF WAY

AREA NOTE

| | |
|------------------------|---------------|
| TOTAL LOT AREA | 8,419 SF |
| ALLOWABLE LOT COVERAGE | 2,526 SF 30 % |
| PROPOSED LOT COVERAGE | 2,077 SF 25 % |

NOTES

1. CLASSIFICATION OF SURVEY: URBAN
2. ZONE: R-2
3. BUILDING SETBACK LINES (BSL)
 - FRONT 30'
 - SIDE 8'
 - REAR 15'

ALL SETBACKS ARE THE RESPONSIBILITY OF THE HOME OWNER AND/OR GENERAL CONTRACTOR. SETBACKS SHOWN AS PER THE CITY OF MILFORD & MAY DIFFER FROM THE HOME OWNERS ASSOCIATION (HOA) SETBACKS. ANY USER OF SAID INFORMATION IS URGED TO DIRECTLY CONTACT THE LOCAL AGENCY AND HOA, IF APPLICABLE, TO VERIFY IN WRITING ALL SETBACKS & REQUIREMENTS.

4. NO TITLE REPORT WAS PROVIDED FOR OUR USE, THEREFORE THIS BOUNDARY SURVEY IS SUBJECT TO ANY ENCUMBRANCES, RESTRICTIONS, EASEMENTS, AND/OR RIGHTS OF WAY THAT MIGHT BE REVEALED BY A THOROUGH TITLE SEARCH.

I, BRADLEY A. ABSHER, REGISTERED AS A PROFESSIONAL LAND SURVEYOR IN THE STATE OF DELAWARE, HEREBY STATE THAT THE INFORMATION SHOWN ON THIS PLAN HAS BEEN PREPARED UNDER MY SUPERVISION AND MEETS THE STANDARDS OF PRACTICE AS ESTABLISHED BY THE STATE OF DELAWARE BOARD OF PROFESSIONAL LAND SURVEYORS. ANY CHANGES TO THE PROPERTY CONDITIONS, IMPROVEMENTS, BOUNDARY OR PROPERTY CORNERS AFTER THE DATE SHOWN HEREON SHALL NECESSITATE A NEW REVIEW AND CERTIFICATION FOR ANY OFFICIAL OR LEGAL USE.

Bradley A. Absher
BRADLEY A. ABSHER, DE PLS # 735
DATE 5.15.2020

LEGEND

- IRON ROD W/ CAP FOUND
- ✕ X MARK IN CONCRETE

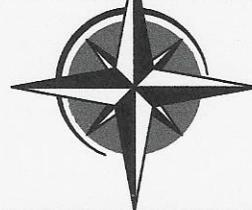
| | |
|-----------|----------------------|
| TAX MAP | 3-30 - 7.17 - 275.00 |
| STATE | DELAWARE |
| COUNTY | SUSSEX |
| HUNDRED | MILFORD |
| CITY | MILFORD |
| AREA | 8,419 ± SQ. FT. |
| DEED REF. | 4409 / 122 |
| PLAT REF. | --- |
| DRAWN BY | JMH |
| DATE | 05 / 11 / 2020 |
| SCALE | 1" = 30' |
| SURVEY # | DE - 06435 |

SITE PLAN

FOR
R & S CONSTRUCTION, LLC

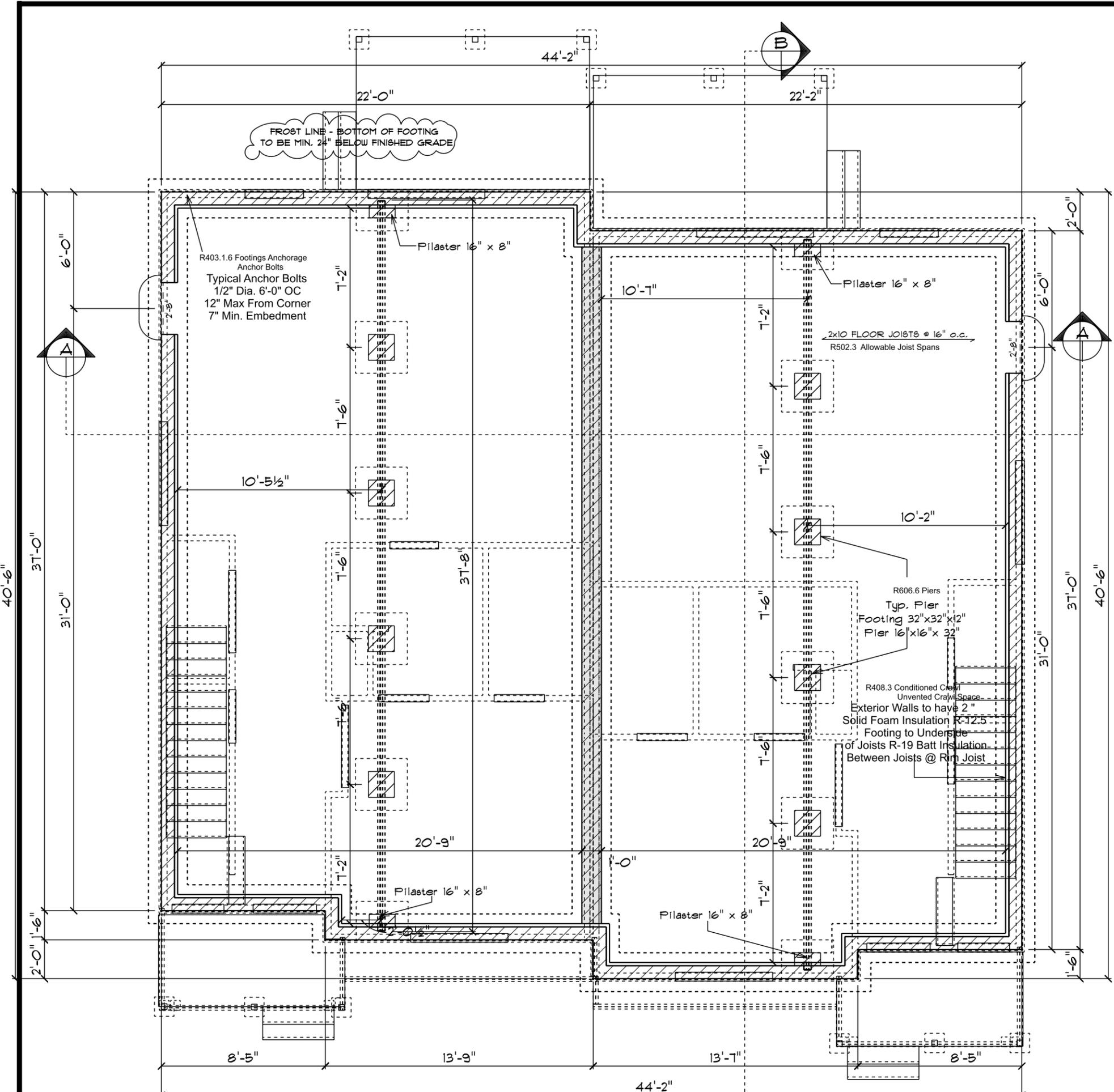
212 SOUTHEAST 2ND STREET, MILFORD, DE 19963

TRUE NORTH



LAND SURVEYING

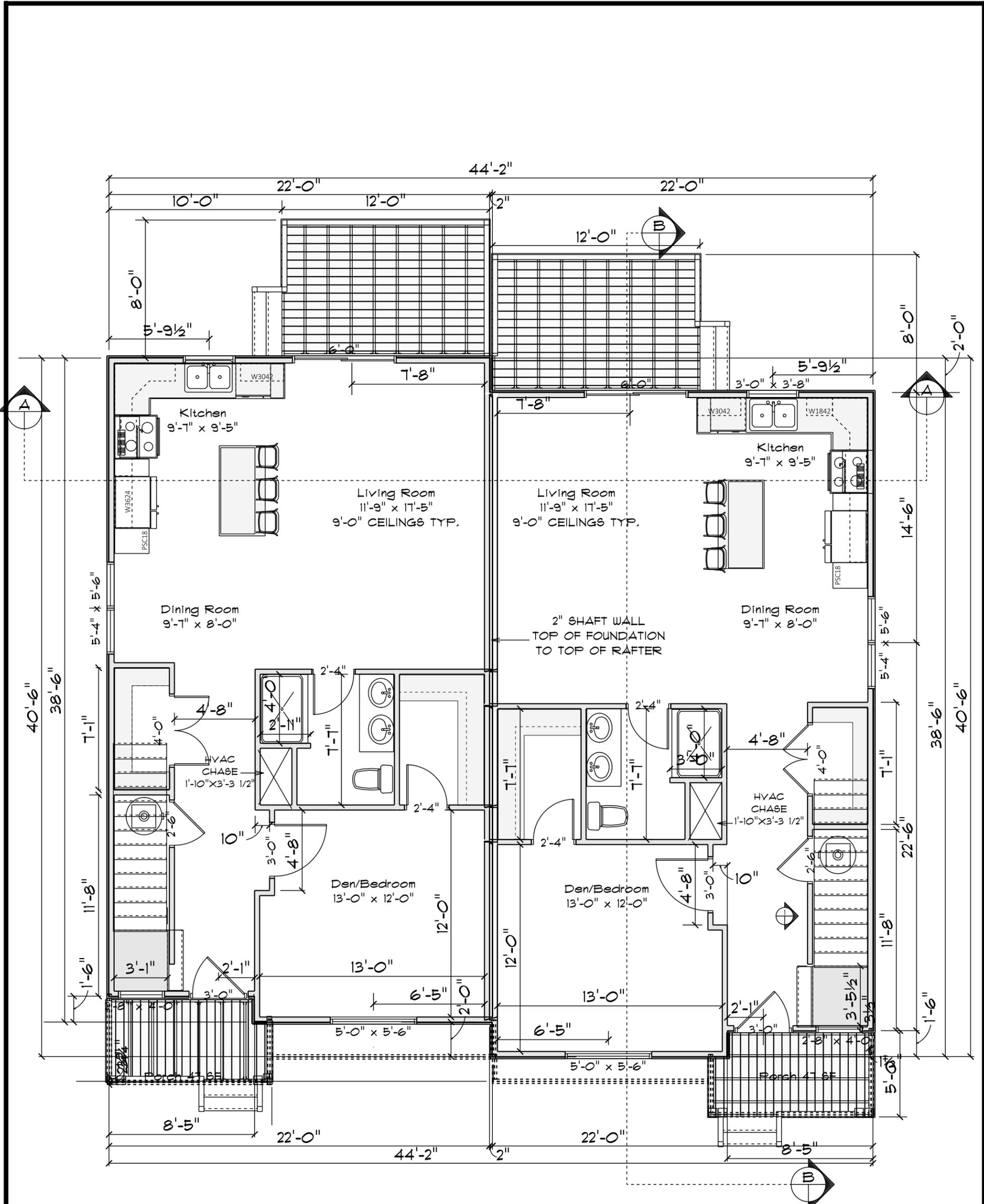
118 ATLANTIC AVENUE, SUITE 202
OCEAN VIEW, DE 19970
DE: 302-539-2488
MD: 410-430-2092



FOUNDATION NOTES

1. All wall footings 24"x 8"
R403.1 Footings General
2. Walls 8" & 12" Block
 - a. Height 40"
 - b. Width 8"
3. Typ. piers
 - a. Footings 32"x32"x8"
 - b. Pier 16"x16"x32"
 R 606.6 Piers
4. Anchor Bolts
 - a. 1/2" Dia. 6' OC
 - b. 12" Max. From Corner
 - c. 7" Mim. Embedment
 R403.1.6 Anchorage
5. Pilasters 16"x8" Typ.
6. Utility Sleeves TBD @ site
7. Exterior Walls to have 2" R-12.5 Solid Foam Footing to underside of Joists With R-19 Batt insulation @ rim between each joists.
R408.3 Conditioned Crawl
8. FROST LINE Bottom of Footing To Be 24" Below Finished Grade

| | | | | |
|-------------------|------------------------|---|---|--|
| FOUNDATION | ORIGINAL DATE 05.10.20 | R&S Construction P.O. Box 166 - Lincoln, DE 19960 Phone 302-841-2533 | 212 & 214 SE SECOND STREET MILFORD, DE 19963 | Drafting By Arden Johnson 302-300-5057 |
| Sheet 3 of ? | REVISED | SCALE = NO SCALE | TAX ID 330-7.17-275.00 & 276.00 | 1ardensway@gmail.com |
| | PRINTED | Monday, May 11, 2020 | | |



214 SE 2ND STREET
Main Floor
With Office/Bedroom
849 SF
Total SF 1,696 SF

212 SE 2ND STREET
Main Floor
With Office/Bedroom
849 SF
Total SF 1,696 SF

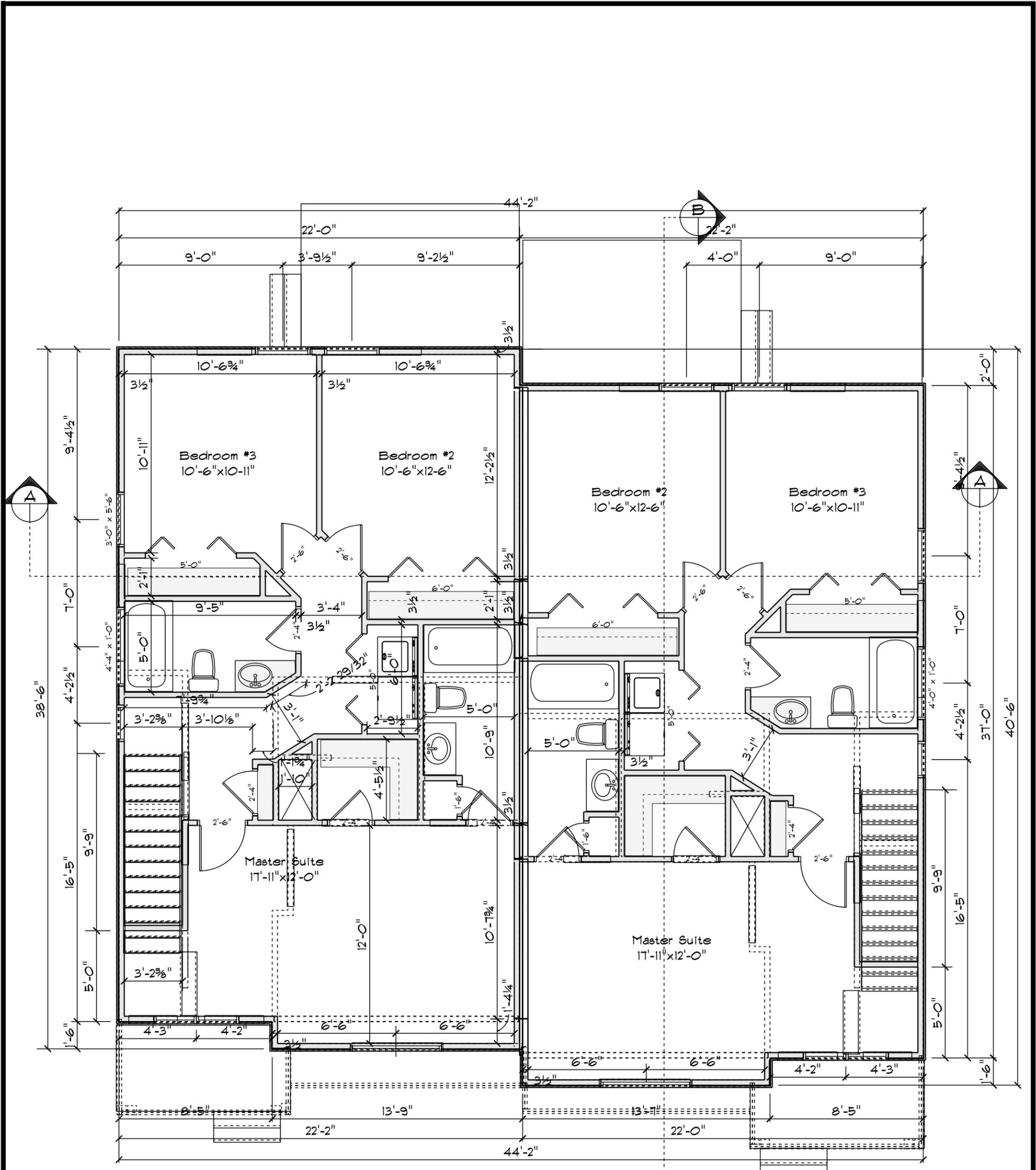
FIRST FLOOR
Sheet 4 of ?

ORIGINAL DATE 05.10.20
REVISED
PRINTED Tuesday, May 12, 2020

R&S Construction
P.O. Box 166 - Lincoln, DE 19960
Phone 302-841-2533
SCALE = NO SCALE

212 & 214 SE SECOND STREET
MILFORD, DE 19963
TAX ID 330-7.17-275.00 & 276.00

Drafting By
Arden Johnson
302-300-5057
1ardensway@gmail.com



Second Floor With Main Master
847 SF

Second Floor With Main Master
847 SF

SECOND FLOOR
Sheet 3 of ?

ORIGINAL DATE 05.10.20
REVISED
PRINTED Monday, May 11, 2020

R&S Construction
P.O. Box 166 - Lincoln, DE 19960
Phone 302-841-2533
SCALE = NO SCALE

212 & 214 SE SECOND STREET
MILFORD, DE 19963
TAX ID 330-7.17-275.00 & 276.00

Drafting By
Arden Johnson
302-300-5057
1ardensway@gmail.com



HEDGE MATERIAL = BUXI SEMOERVIRENS (BOX) OR EQUAL.

ORIGINAL DATE 05.10.20

REVISED

PRINTED Thursday, May 14, 2020

R&S Construction
 P.O. Box 166 - Lincoln, DE 19960
 Phone 302-841-2533

SCALE = 3/8"=1'

212 & 214 SE SECOND STREET
 MILFORD, DE 19963

TAX ID 330-7.17-275.00 & 276.00

Drafting By
 Arden Johnson
 302-300-5057
 1ardensway@gmail.com

§ 230-10. - R-2 Residential District.

In an R-2 District no building or premises shall be used and no building shall be erected or altered which is arranged, intended or designed to be used except for one or more of the following uses and complying with the requirements so indicated.

- A. Purpose. The purpose of the R-2 District is to permit housing at a greater density than in the R-1 District by providing for the orderly development of low- to medium-density residential housing into those areas where public services are available. This district also allows for professional home occupations. Finally, it protects existing developments of this nature and excludes noncompatible ones.
- B. Permitted uses: all uses permitted in the R-1 District.
- C. Conditional uses: all uses specified as conditional uses in the R-1 District, and the following uses may be permitted with the approval of a conditional use permit by the Milford City Council in accordance with Article IX of this chapter:
 - (1) Single-family semidetached dwelling.
 - (a) Ownership.
 - [1] Dwelling units and individual lots of a single-family semidetached dwelling may be owned separately if separate utility systems are provided and if separate lots for all dwelling units in a building are created at the same time in conformance with Chapter 200, Subdivision of Land, of this Code.
 - [2] Provisions satisfactory to the City Council shall be made to assure that areas of common use of the occupants, but not in individual ownership, shall be maintained in an acceptable manner without expense to the general public.
- D. Design requirements. No apartment/dwelling units shall be located within a cellar.
- E. Site requirements.
 - (1) The structure shall be so located as to provide proper access to the building for fire-fighting equipment, trash collection and deliveries.
 - (2) Off-street parking shall be provided at the rate of 2 1/2 spaces for every dwelling unit on each lot.
- F. Facilities.
 - (1) Outdoor light fixtures shall be provided at locations that will assure the safe and convenient use of walks, steps, parking areas, driveways, streets and other such facilities.
 - (2) Facilities for temporary trash/refuse storage shall be provided in such a manner that is adequate for the dwelling units they must support.
- G. Area regulations.
 - (1) For permitted uses and single-family semidetached dwellings not separately owned:
 - (a) Minimum interior lot area shall be 8,000 square feet and minimum corner lot area shall be 13,000 square feet.
 - (b) Maximum lot coverage shall be 30%.
 - (c) Minimum lot width shall be 80 feet.
 - (d) Height of buildings shall not exceed three stories or 35 feet. Accessory buildings shall not exceed 15 feet in height.
 - (e) Minimum front building setback line shall be 30 feet.

- (f) Minimum rear yard setback shall be 15 feet. For lower lots the rear yard may be reduced 20% in depth to allow for the skewing of a residential dwelling on its lot.
 - (g) Side yards shall be provided as follows: each lot shall have two side yards a minimum width of eight feet on each side.
 - (h) Parking shall comply with the requirements provided in Article IV of this chapter.
 - (i) Signs shall comply with the requirements in Article VI of this chapter.
 - (j) Decks, subject to the following requirements:
 - [1] The deck cannot be located in the front yard.
 - [2] A minimum distance of 10 feet must be maintained from the deck to the rear property line.
- (2) For single-family semidetached dwellings separately owned:
- (a) Minimum interior lot area shall be 4,000 square feet and minimum corner lot area shall be 6,500 square feet.
 - (b) Maximum lot coverage shall be 30%.
 - (c) Minimum lot width shall be 40 feet.
 - (d) Height of buildings shall not exceed three stories or 35 feet. Accessory buildings shall not exceed 15 feet in height.
 - (e) Minimum front building setback line shall be 30 feet.
 - (f) Minimum rear yard setback shall be 15 feet. For lower lots the rear yard may be reduced 20% in depth to allow for the skewing of a residential dwelling on its lot.
 - (g) Side yard shall be provided as follows: each lot shall have one side yard a minimum width of eight feet.
 - (h) Parking shall comply with the requirements provided in Article IV of this chapter.
 - (i) Signs shall comply with the requirements in Article VI of this chapter.

§ 230-48. - Criteria for evaluation.

The following criteria shall be used as a guide in evaluating a proposed conditional use:

- A. The presence of adjoining similar uses.
- B. An adjoining district in which the use is permitted.
- C. There is a need for the use in the area proposed as established by the Comprehensive Plan.
- D. There is sufficient area to screen the conditional use from adjacent different uses.
- E. The use will not detract from permitted uses in the district.
- F. Sufficient safeguards, such as traffic control, parking, screening and setbacks, can be implemented to remove potential adverse influences on adjoining uses.

CITY OF MILFORD
NOTICE OF PUBLIC HEARINGS

Planning Commission Hearing: Tuesday, July 21, 2020
City Council Hearing: Monday, July 27, 2020

NOTICE IS HEREBY GIVEN that the following Ordinance is currently under review by Milford Planning Commission and City Council, with action scheduled to occur on the date(s) so indicated:

ORDINANCE 2020-20

R&S Construction LLC for a Conditional Use to allow a Single-Family Semidetached Dwelling on 0.19 +/- acres in an R2 Zoning District. Property is located along the south side of SE Second Street between Montgomery Street and Franklin Street, addressed as 212 & 214 SE Second Street, Milford, Delaware.

Present Use: Vacant; Proposed Use: Single-Family Semidetached Dwelling. Tax Map: 3-30-7.17-275.00 & 3-30-7.17-276

WHEREAS, the owners of the property as above described herein have petitioned the City of Milford for a Conditional Use to allow a Single-Family Semidetached Dwelling; and

WHEREAS, the City of Milford Planning Commission will consider the application at a Public Hearing to allow for public comment on July 21, 2020; and

WHEREAS, Milford City Council will hold a Public Hearing on July 27, 2020 to allow for public comment and further review of the ordinance.

Dates.

Planning Commission Review & Public Hearing: July 21, 2020

City Council Introduction: July 13, 2020

City Council Public Hearing: July 27, 2020

Effective: August 6, 2020

For additional information, please contact Rob Pierce in the Planning & Economic Development Department either by e-mail at RPierce@milford-de.gov or by calling 302.424.8396.

Advertised: *Beacon 062420*



DATA SHEET FOR TRIUMPH YOUTH CENTER

Planning Commission Meeting: July 21, 2020

| | | |
|---|---|---|
| Application Number / Name | : | 20-028 / Triumph Youth Center |
| Applicant | : | Hattie A. Harris 350 Milford-Harrington Highway Milford, DE 19963 |
| Owner | : | Cosmo Properties, LLC 32 Maple Dale Road Dover, DE 19904 |
| Application Type | : | Conditional Use |
| Present Comprehensive Plan Map Designation | : | Commercial |
| Present Zoning District | : | C-3 (Highway Commercial District) |
| Present Use | : | Shopping Center |
| Proposed Use | : | Shopping Center with Daycare |
| Size and Location | : | 2.08 +/- acres located along the north side of Milford-Harrington Highway (Route 14) approximately 2,200 feet west of the Route 113 intersection. |
| Tax Map & Parcel | : | MD-16-173.00-01-08.00 |

ENC: Staff Analysis Report
Exhibit A – Location & Zoning Map
Exhibit B – Property Survey
Exhibit C – Building Plans



STAFF REPORT
July 2, 2020

| | | |
|---|---|---|
| Application Number / Name | : | 20-028 / Triumph Youth Center |
| Present Comprehensive Plan Designation | : | Commercial |
| Present Zoning District | : | C-3 (Highway Commercial District) |
| Present Use | : | Shopping Center |
| Proposed Use | : | Shopping Center with Daycare |
| Tax Map & Parcel | : | MD-16-173.00-01-08.00 |
| Size and Location | : | 2.08 +/- acres located along the north side of Milford-Harrington Highway (Route 14) approximately 2,200 feet west of the Route 113 intersection. |

I. BACKGROUND INFORMATION:

- The applicant proposes convert 2444 square feet of the existing shopping center into a daycare facility and provide an outdoor, fenced in play area for the children.
- Chapter 230-14(C)(12) states a “day-care center” is a conditional use within the C-3 Highway Commercial zoning district and is subject to City Council approval.

II. STAFF ANALYSIS:

Based on the information presented, the City of Milford Code, and the Comprehensive Plan, staff submits the following regarding the request for the Conditional Use:

- Evaluation based on the criteria found under Chapter 230-48 Conditional Uses.
 - A. The presence of adjoining similar uses.

The site contains an existing commercial strip center that was constructed in the 1980’s and has operated as a mixture of retail, service and food establishments over the past few decades. The applicant proposes to convert the former gas station convenience store on

the east end of the center into a daycare facility. The property is bound to the north by an existing solar panel field zoned R-3, to the west by an existing office building and large vehicle repair, to the east by an existing veterinarian clinic and to the south by industrial uses.

- B. An adjoining district in which the use is permitted.

The proposed use is only allowed by conditional use approval within the residential and commercial zoning districts.

- C. There is a need for the use in the area proposed as established by the Comprehensive Plan.

The Comprehensive Plan designates this area as Commercial, which is intended to provide an area with various types of commercial uses, including retail, office, service establishments, etc.

- D. There is sufficient area to screen the conditional use from adjacent different uses.

The proposed use would be within the existing commercial building, except for the proposed fenced in play area located behind the building along the north side of the existing parking lot. No screening is proposed.

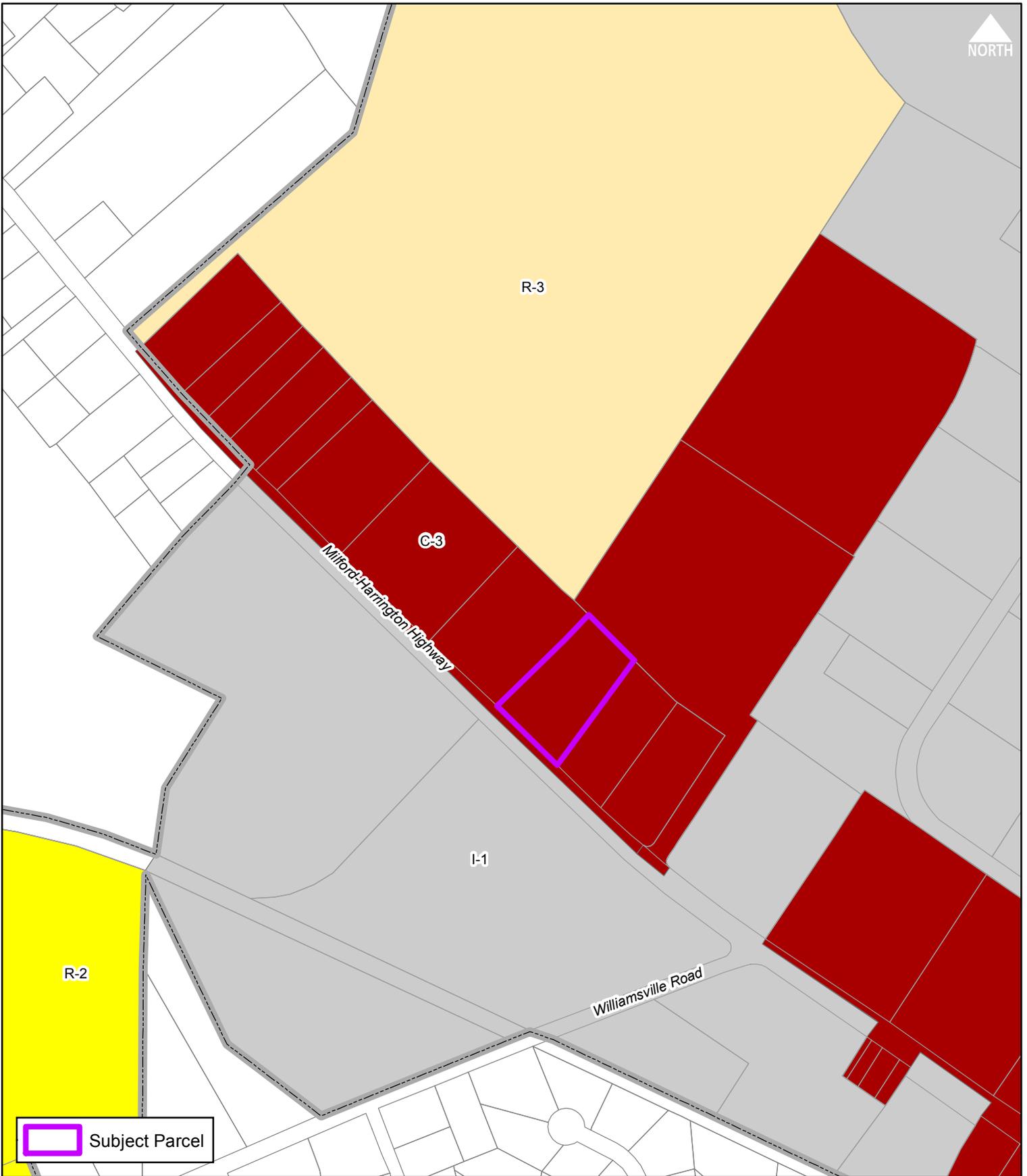
- E. The use will not detract from permitted uses in the district.

The proposed use should not detract from other permitted uses in the district and the use is compatible with the adjacent non-residential lands. Daycares should be located within commercial and residential districts as allowed for in the City Code.

- F. Sufficient safeguards, such as traffic control, parking, screening and setbacks, can be implemented to remove potential adverse influences on adjoining uses.

The site is located in an established commercial shopping center that contains a total of 70 parking spaces and has sufficient parking for the proposed use and other existing uses. The previous tenant was considered retail and required a total of 12 parking spaces for the existing 2,400 square feet. The proposed daycare will contain 1 administrative office and 3 classrooms, which requires a total of 6 parking spaces within the shopping center. Setbacks and traffic control are established under previously approved site plan. Screening is not proposed nor recommended.

- If the Planning Commission and City Council elect to approve the applicant's request, staff recommends the following minimum conditions of approval:
 - The applicant must obtain a building permit from the City of Milford for renovations associated with the proposed use, which will require State Fire Marshal's Office and State Plumbing Office approvals.
 - The applicant must submit a scaled striping plan for the parking lot to the City Engineer and State Fire Marshal's Office to review in order to confirm there is adequate drive aisle widths and parking prior to the issuance of a building permit.



R-3

C-3

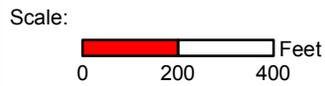
I-1

R-2

Milford-Harrington Highway

Williamsville Road

 Subject Parcel

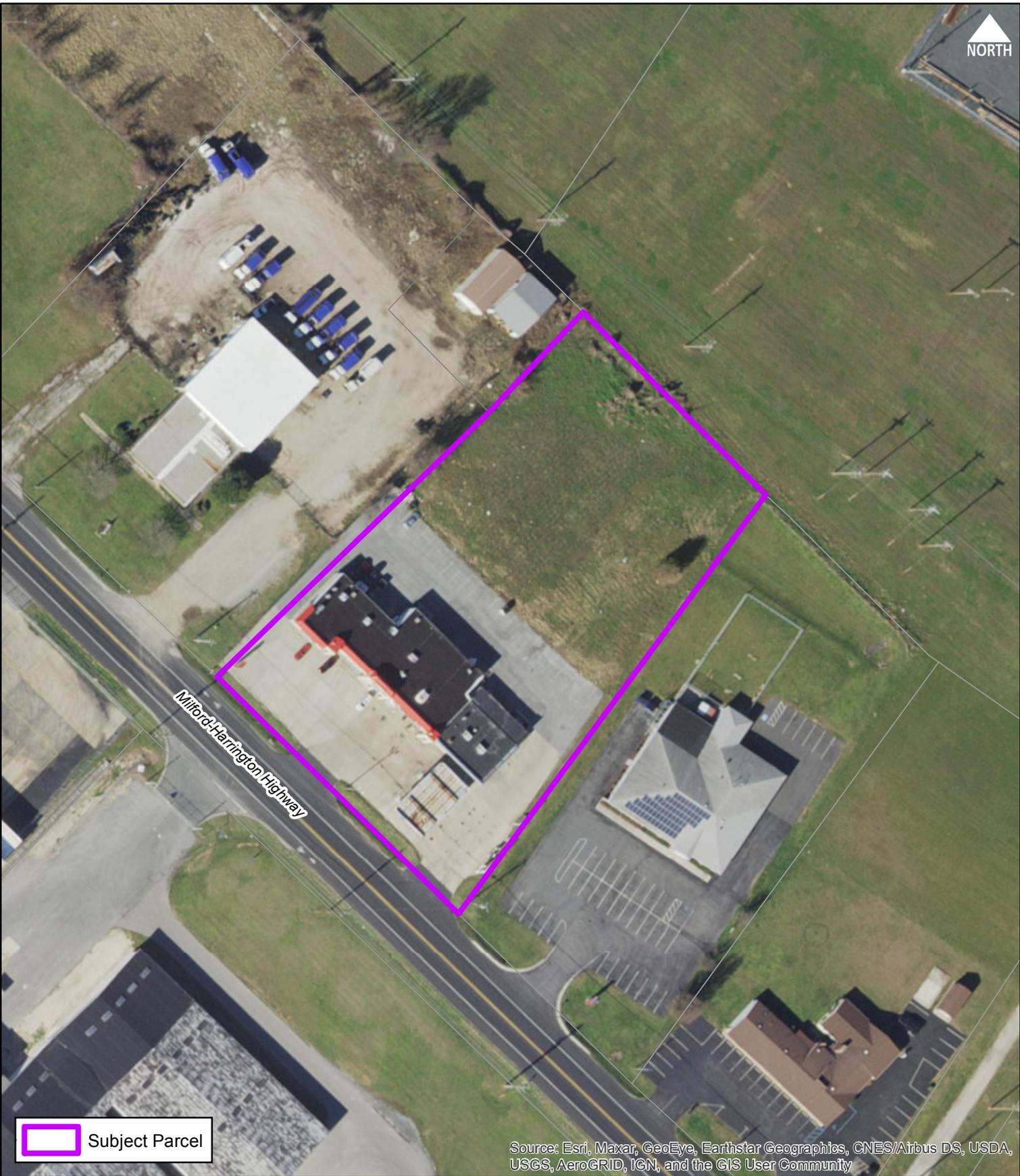


Drawn by: WRP Date: 07/01/20

Title:

Conditional Use
Triumph Youth Center
 Location & Zoning Map

Filepath: ConditionalUse_TruimphYouthCenter.mxd

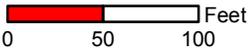


Milford-Harrington Highway

 Subject Parcel

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



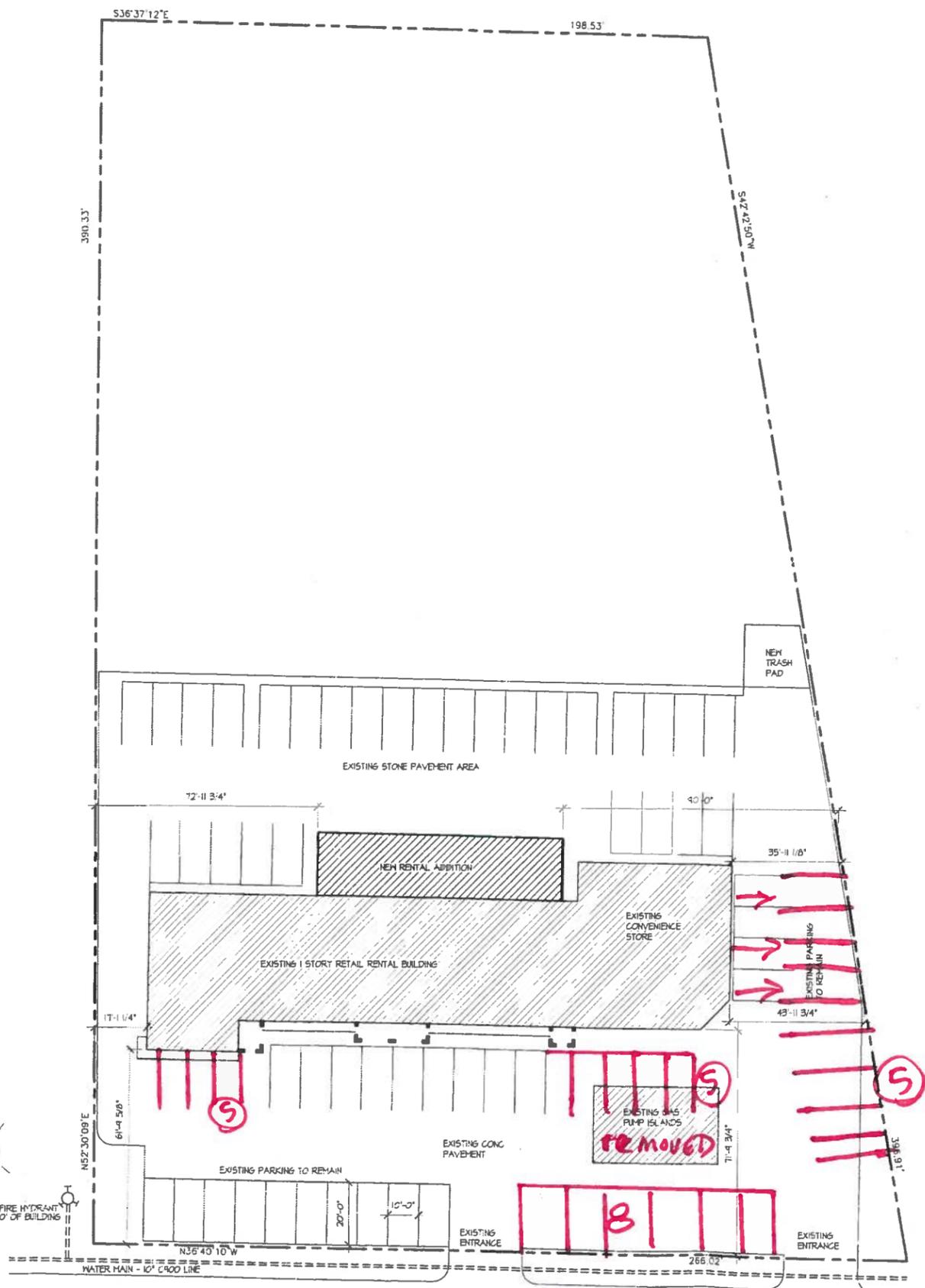
Scale:  Feet
0 50 100

Drawn by: WRP Date: 07/01/20

Title:

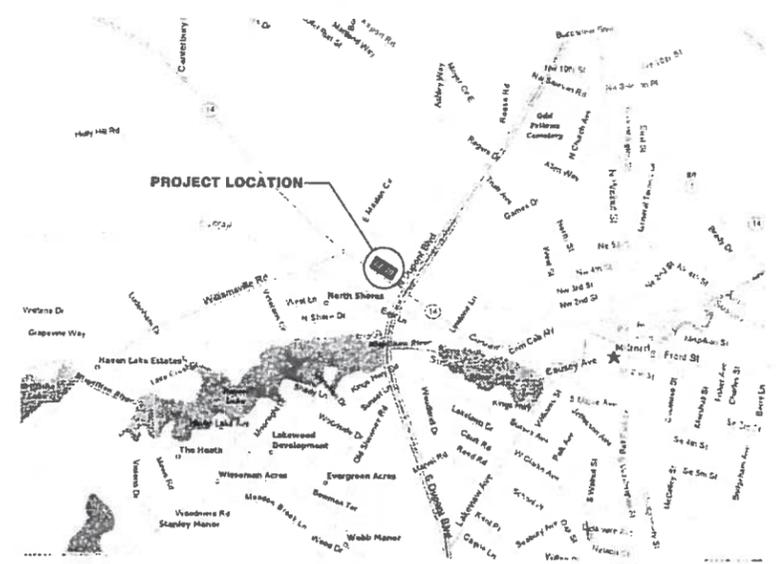
Conditional Use
Triumph Youth Center
Aerial Map

Filepath: ConditionalUse_TruimphYouthCenter_Aerial.mxd



1 SITE PLAN
1" = 20'

DELAWARE ROUTE 14
MILFORD - HARRINGTON HIGHWAY
80 FEET WIDE



42
23

65 ←

- NOTES
- ZONING DISTRICT C-3, HIGHWAY COMMERCIAL
 - TOTAL PROPERTY AREA - 90,631 SQ. FT.
EXISTING UNPAVED AREA - 44,910 SQ. FT.
EXISTING PAVED AREA - 36,375 SQ. FT.
EXISTING BUILDING AREA - 8,400 SQ. FT.
NEW BUILDING AREA - 1,500 SQ. FT.
TOTAL BUILDING AREA - 9,900 SQ. FT.
TOTAL LOT COVERAGE - 44,880 SQ. FT.
LOT COVERAGE - 50%
 - PARKING
TOTAL PARKING REQUIRED -
RETAIL - 1 SPACE PER 200 SQ. FT. OF
RETAIL
= 34 SPACES
TOTAL PARKING PROVIDED = 42 SPACES
 - SITE INFORMATION TAKEN FROM SURVEY
PREPARED BY ROBERT L. LARIMORE, LAND
SURVEYOR DATED MARCH 23, 2005.
 - TAX MAP ID# MD-16-113.00-01-08.00-000
 - BUILDING CONSTRUCTION TYPE VB,
COMBUSTIBLE, UNPROTECTED.
 - BUILDINGS TO NOT BE SPRINKLERED.
 - EXISTING BUILDING HEIGHT 11' ABOVE
FINISHED FLOOR.
 - EXISTING FIRE HYDRANT LOCATED WITHIN
300' OF PROPOSED FIRE DEPARTMENT
CONNECTION.
 - LOCK BOX TO BE PROVIDED, INSTALL AS
DIRECTED BY THE FIRE DEPARTMENT CHIEF.

W.F. HORN
ARCHITECT, INC.
155 NORTH DUFFONT HWY., SUITE 7, DOVER, DELAWARE 307 674 1620

RENOVATION AND ADDITION FOR:
COSMOS PROPERTIES LLC.
358 MILFORD - HARRINGTON HIGHWAY
MILFORD, DE

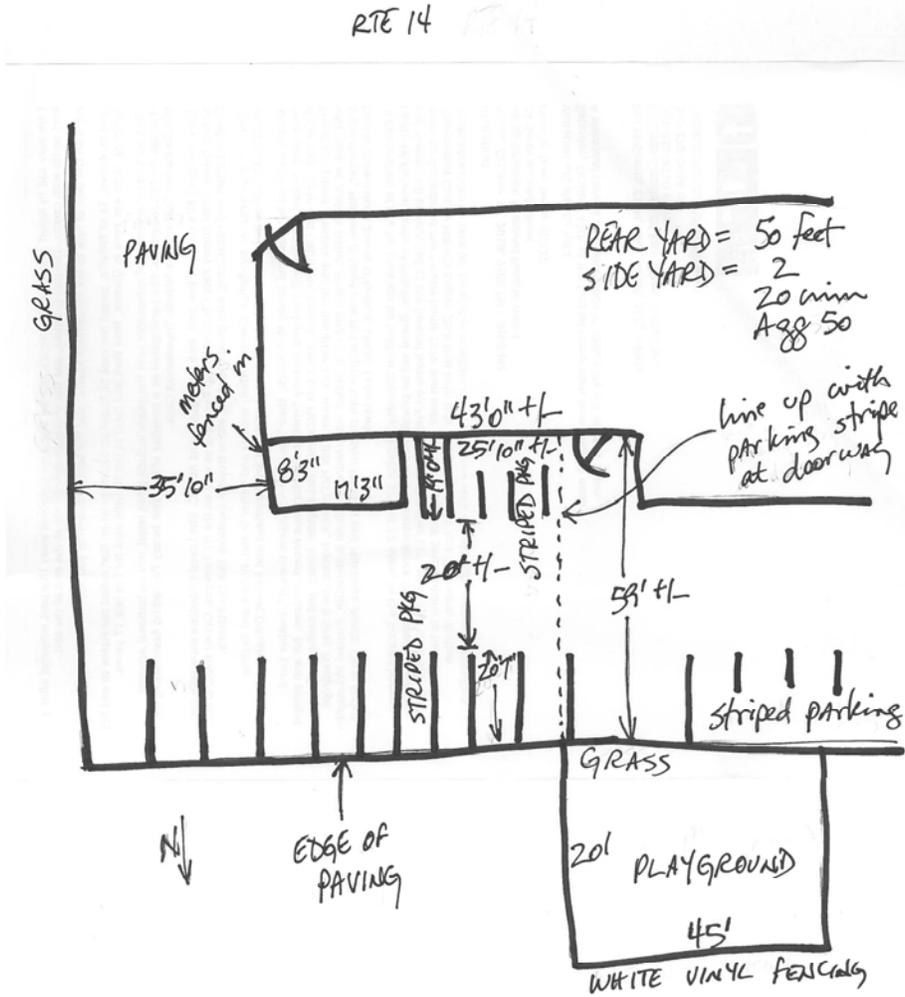
SITE PLAN
AND
NOTES

PRINTED 01/18/06 - PER CITY OF MILFORD REVIEW
PRINTED 09/02/05 - FOR CONSTRUCTION

| |
|----------------|
| DESIGNED WFH |
| DRAWN MFH |
| CHECKED WFH |
| DATE 09/30/05 |
| PROJ. NO 30517 |
| SCALE AS NOTED |
| SHEET NO. |
| C1.1 |

THE PROFESSIONAL SERVICES OF THE ARCHITECT ARE UNDERTAKEN FOR AND ARE PERFORMED IN THE INTEREST OF COSMOS PROPERTIES LLC. NO CONTRACTUAL OBLIGATION IS ASSUMED BY THE ARCHITECT FOR THE BENEFIT OF ANY OTHER PERSON INVOLVED IN THE PROJECT.

EXHIBIT A TO LEASE AMENDMENT #1



Lessee's Initials

DS


Lessor's Initials

Hattie Harris – Triumph Youth Center

The **goal** is to open a child care facility on the property of 350 Milford Harrington Highway, Milford, Kent County, DE, 19963.

Description of Proposal:

Triump Youth Center would like to provide a large family child care facility up to 12 children which Triumph Youth Center would hire four (4) employees. This will meet Delacare Rules for a Large Family operation.

Hours of Operation

Triump Youth Center will be open seven days a week Sunday through Saturday from 6 a.m. to 10:00 p.m. to service its clients. A playground will be located at the rear of the facility which will be a fenced in which give the students a safe area to enjoy outside games and other activities.

Parking

There are currently 10 paved parking spaces in the existing parking lot in front and on the side of the facility. There are existing businesses which follows Triumph Youth Center. These existing businesses already meet the City of Milford Parking and Loading Standards.

Triump Youth Center has 10 spaces based which meet the City of Milford Parking and Loading Standards.

Daycare

Triump Youth Center has a large great classroom area. The great classroom will also consist of the dining area for children to socialize and enjoy their eating meals. There is one (1) bathroom that will service these facilities. There is a kitchen setup area to prepare nutritional meals.

Site Plan

A site plan has been prepared by Archology Richitecture & Design Service. The plan shows the existing building layout as well as the parking location and entrances.

Sewer Impacts and EDU's

Based on the Kent County sewer guidelines Section 128 -18 there are 3.5 EDU's required for this use.

§ 230-14. - C-3 Highway Commercial District.

In a C-3 District no building or premises shall be used and no building shall be erected or altered which is arranged, intended or designed to be used except for one or more of the following uses and complying with the requirements so indicated.

- A. Purpose. The purpose of the C-3 District is to provide for larger-scale commercial uses that may require large amounts of parking space or have a high traffic impact. These uses generally require locations on major arterial routes and serve both local and regional customers.
- B. Permitted uses. Permitted uses for the C-3 District shall be as follows:
 - (1) Those uses permitted in the C-2 District.
 - (2) Warehouses.
 - (3) Large retail outlets.
 - (4) Indoor storage accessory building.
 - (5) Fast-food restaurants and drive-in restaurants.
 - (6) Supermarkets.
 - (7) Truck and trailer rentals.
 - (8) Roadside produce market.
 - (9) Memorial stone shop.
 - (10) Outdoor commercial recreational facilities, not motorized vehicles.
 - (11) Swimming club.
 - (12) Indoor facility for amusement or assembly.
 - (13) Bus station.
- C. Conditional uses subject to special requirements. The following uses are permitted subject to receiving a conditional use permit by the City Council as provided in Article IX of this chapter:
 - (1) Motels or hotels with a minimum lot size of three acres.
 - (2) Commercial greenhouse.
 - (3) Wholesale establishment.
 - (4) Newspaper publishing or printing establishment.
 - (5) Contractors', craftsmen's or general service shops, including welding and similar shops.
 - (6) Laboratory, testing and research.
 - (7) Car repair shops.
 - (8) Used car lots.
 - (9) Telephone central office or television cable central office.
 - (10) Service station, automobile sales agency, public garage, parking garage or lot, but not including storage of wrecked cars, subject to the following special requirements:
 - (a) All facilities shall be located and all services shall be conducted on the lot.
 - (b) All repair work shall be conducted within an entirely enclosed building.
 - (c) No equipment for the service of gasoline or oil shall be placed closer to any street or property line than 20 feet.

- (d) No portion of such structure or its equipment shall be located within 500 feet of the premises of any school, hospital, church or public recreation building.
 - (e) No service station shall be located within 800 feet of another service station on the same side of the street within the same block.
 - (f) Any such use shall be permitted only where it is determined that it will not materially interfere with the main pedestrian movement in conjunction with a compact retail area.
- (11) Shopping center, subject to site plan review and the following site requirements:
- (a) The total shall not be less than one acre.
 - (b) The site must be served by public water, sewer and electricity.
 - (c) Stormwater drainage. The facilities shall be provided by the developer to handle the increase in stormwater runoff, and he shall make contributions towards the cost of off-site facilities of the shopping center.
 - (d) Traffic and parking.
 - [1] The internal circulation of traffic shall be separated from the external street system, and pedestrian and vehicular traffic shall be separated through traffic control devices and appropriate site design.
 - [2] Access to state highways shall be controlled by the State Department of Transportation.
 - [3] The minimum distance between accessways and a residential district shall be 50 feet.
 - [4] Spacing of accessway.
 - [a] From adjoining property: 50 feet.
 - [b] From minor intersections: 50 feet.
 - [c] From major intersections: 100 to 150 feet.
 - [5] Five and one-half parking spaces shall be provided per 1,000 feet of leasable area.
 - [6] Parking lots shall be attractively landscaped as shown on the general site plan.
 - (e) Setback.
 - [1] From street right-of-way: 15 feet.
 - [2] From nonresidential districts: 15 feet.
 - [3] From residential districts: 100 feet.
 - (f) Buffering and landscaping.
 - [1] There shall be a minimum of a ten-foot landscaped buffer along all lot lines. The screening shall be six feet high near residential districts.
 - [2] Ten percent of the site shall be landscaped and may include features such as pedestrian walking or rest areas and courtyards.
- (12) Day-care centers, with site plan required.**
- (13) Car wash, all types (staffed, automatic, self-service, etc.).
 - (14) Convenience stores with gas pumps.
 - (15) Community residential treatment program.
 - (16) All dwellings other than single-family with a maximum density of 12 units per acre.
 - (17) Business, commercial or industrial uses that do not adversely affect neighboring properties.

(18) Aquarium.

D. Area regulations.

- (1) Minimum lot area shall be one acre.
- (2) Maximum lot coverage shall be 80%.
- (3) Minimum lot width shall be as follows: for an interior lot 150 feet and for a corner lot 170 feet.
- (4) Height of buildings shall not exceed three stories or 35 feet, with the following exception: a motel, hotel, or aquarium may be erected to a height of over three stories, but not over five stories, and not exceeding 60 feet.
- (5) Minimum building setback shall be 30 feet.
- (6) Side yards shall be provided as follows: each lot shall have two side yards a minimum of 20 feet with a minimum aggregate width of two side yards of 50 feet.
- (7) Minimum rear yard shall be 50 feet.
- (8) Parking shall comply with the requirements provided in Article IV of this chapter.
- (9) Landscape screening shall comply with the requirements provided in Article V of this chapter.
- (10) Signs shall comply with the requirements provided in Article VI of this chapter.

§ 230-48. - Criteria for evaluation.

The following criteria shall be used as a guide in evaluating a proposed conditional use:

- A. The presence of adjoining similar uses.
- B. An adjoining district in which the use is permitted.
- C. There is a need for the use in the area proposed as established by the Comprehensive Plan.
- D. There is sufficient area to screen the conditional use from adjacent different uses.
- E. The use will not detract from permitted uses in the district.
- F. Sufficient safeguards, such as traffic control, parking, screening and setbacks, can be implemented to remove potential adverse influences on adjoining uses.

CITY OF MILFORD
NOTICE OF PUBLIC HEARINGS

Planning Commission Hearing: Tuesday, July 21, 2020
City Council Hearing: Monday, July 27, 2020

NOTICE IS HEREBY GIVEN that the following Ordinance is currently under review by Milford Planning Commission and City Council, with action scheduled to occur on the date(s) so indicated:

ORDINANCE 2020-22

Cosmo Properties LLC for a Conditional Use to allow a Daycare to be known as Triumph Youth Center on 2.08 +/- acres in a C3 Zoning District. Property is located along the north side of Milford-Harrington Highway, approximately 2,200 feet west of the Route 113 intersection, addressed as 350 Milford-Harrington Highway, Milford, Delaware. Present Use: Shopping Center; Proposed Use: Same with Daycare. Tax Map: MD-16-173.00-01-08.00

WHEREAS, the owners of the property as above described herein have petitioned the City of Milford for a Conditional Use to allow a Daycare; and

WHEREAS, the City of Milford Planning Commission will consider the application at a Public Hearing to allow for public comment on July 21, 2020; and

WHEREAS, Milford City Council will hold a Public Hearing on July 27, 2020 to allow for public comment and further review of the ordinance.

Dates.

Planning Commission Review & Public Hearing: July 21, 2020

City Council Introduction: July 13, 2020

City Council Public Hearing: July 27, 2020

Effective: August 6, 2020

For additional information, please contact Rob Pierce in the Planning & Economic Development Department either by e-mail at RPierce@milford-de.gov or by calling 302.424.8396.

Advertised: *Beacon 062420*

July 2020

| June '20 | | | | | | | August '20 | | | | | | |
|----------|----|----|----|----|----|----|------------|----|----|----|----|----|----|
| S | M | T | W | T | F | S | S | M | T | W | T | F | S |
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| 7 | 8 | 9 | 10 | 11 | 12 | 13 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 | 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 | 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 28 | 29 | 30 | | | | | 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| | | | | | | | 30 | 31 | | | | | |

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|--------|---|--|-----------|----------|---|----------|
| 28 | 29 | 30 | 1 | 2 | 3 Holiday | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 6:00 Council Workshop 7:00 Council Meeting | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 8:30 AM Community Cemetery Board | 25 |
| 26 | 27 6:30 Board of Revision & Appeal (Assessment) 7:00 Council Meeting | 28 | 29 | 30 | 31 | 1 |
| 2 | 3 |  | | | | |

PENDING:
Council Photos

August 2020

| July '20 | | | | | | | September '20 | | | | | | |
|----------|----|----|----|----|----|----|---------------|----|----|----|----|----|----|
| S | M | T | W | T | F | S | S | M | T | W | T | F | S |
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| 5 | 6 | 7 | 8 | 9 | 10 | 11 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 | 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 | 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 26 | 27 | 28 | 29 | 30 | 31 | | 27 | 28 | 29 | 30 | | | |

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
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| 26 | 27 | 28 | 29 | 30 | 31 | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 6:30 Council Workshop 7:00 Council Meeting | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 7:00 Council Meeting | 25 | 26 | 27 | 28 | 29 |
| 30 | 31  | | | PENDING: Council Photos | | |

September 2020

| August '20 | | | | | | | October '20 | | | | | | |
|------------|----|----|----|----|----|----|-------------|----|----|----|----|----|----|
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| | | | | | | 1 | | | | | 1 | 2 | 3 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 | 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 | 25 | 26 | 27 | 28 | 29 | 30 | 31 |
| 30 | 31 | | | | | | | | | | | | |

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|--------|-----------------------------------|--|-------------------------------|--|--------|----------|
| 30 | 31 | 1 | 2 <i>6:00 SCAT Meeting</i> | 3 | 4 | 5 |
| 6 | 7 Holiday | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 <i>7:00 Council Meeting</i> | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 <i>5:30 DLLG Meeting</i> | 25 | 26 |
| 27 | 28 <i>7:00 Council Meeting</i> | 29 | 30 | 1 | 2 | 3 |
| 4 | 5 |  | | PENDING: Council Photos | | |

October 2020

| September '20 | | | | | | | November '20 | | | | | | |
|---------------|----|----|----|----|----|----|--------------|----|----|----|----|----|----|
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| 6 | 7 | 8 | 9 | 10 | 11 | 12 | 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 | 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 | 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 27 | 28 | 29 | 30 | | | | 29 | 30 | | | | | |

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
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| 27 | 28 | 29 | 30 | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 <i>6:00 SCAT Meeting</i> | 8 | 9 | 10 |
| 11 | 12 <i>7:00 Council Meeting</i> | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 <i>5:30 DLLG Meeting</i> | 23 <i>8:30 AM Community Cemetery Board</i> | 24 |
| 25 | 26 <i>7:00 Council Meeting</i> | 27 | 28 | 29 | 30 | 31 |

| | | | | | | |
|---|---|---|--|--|--|--|
| 1 | 2 |  <p>THE CITY of <i>Milford</i> DELAWARE</p> | | | | |
|---|---|---|--|--|--|--|

November 2020

| October '20 | | | | | | | December '20 | | | | | | |
|-------------|----|----|----|----|----|----|--------------|----|----|----|----|----|----|
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| 4 | 5 | 6 | 7 | 8 | 9 | 10 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 | 13 | 14 | 15 | 16 | 17 | 18 | 19 |
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| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|--------|----------------------------|--------------|------------------------|---------------|---------------|----------|
| 1 | 2 | 3 Holiday | 4 6:00 SCAT Meeting | 5 Holiday | 6 | 7 |
| 8 | 9 7:00 Council Meeting | 10 | 11 Holiday | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 7:00 Council Meeting | 24 | 25 | 26 Holiday | 27 Holiday | 28 |
| 29 | 30 | 1 | 2 | 3 | 4 | 5 |

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| 6 | 7 |  <p>Calendar Templates by Vertex42 https://www.vertex42.com/calendars/</p> | | | | |
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December 2020

| November '20 | | | | | | | January '21 | | | | | | | |
|--------------|----|----|----|----|----|----|-------------|----|----|----|----|----|----|---|
| S | M | T | W | T | F | S | S | M | T | W | T | F | S | |
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| 15 | 16 | 17 | 18 | 19 | 20 | 21 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | |
| 29 | 30 | | | | | | 24 | 25 | 26 | 27 | 28 | 29 | 30 | |
| | | | | | | | 31 | | | | | | | |

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|--------|-----------------------------------|---------|-------------------------------|---------------|---------------|----------|
| 29 | 30 | 1 | 2 <i>6:00 SCAT Meeting</i> | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 <i>7:00 Council Meeting</i> | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 Holiday | 25 Holiday | 26 |
| 27 | 28 | 29 | 30 | 31 | 1 | 2 |



January 2021

| December '20 | | | | | | | February '21 | | | | | | |
|--------------|----|----|----|----|----|----|--------------|----|----|----|----|----|----|
| S | M | T | W | T | F | S | S | M | T | W | T | F | S |
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| 13 | 14 | 15 | 16 | 17 | 18 | 19 | 14 | 15 | 16 | 17 | 18 | 19 | 20 |
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| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
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| 10 | 11 7:00 Council Meeting | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 Holiday | 19 | 20 | 21 | 22 8:30 AM Community Cemetery Board | 23 |
| 24 | 25 7:00 Council Meeting | 26 | 27 | 28 5:30 DLLG Meeting | 29 | 30 |

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|----|---|---|--|--|--|--|
| 31 | 1 |  <p>THE CITY of <i>Milford</i> DELAWARE</p> | | | | |
|----|---|---|--|--|--|--|

February 2021

| January '21 | | | | | | | March '21 | | | | | | |
|-------------|----|----|----|----|----|----|-----------|----|----|----|----|----|----|
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| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
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| 31 | 1 | 2 | 3 <i>6:00 SCAT Meeting</i> | 4 | 5 | 6 |
| 7 | 8 <i>7:00 Council Meeting</i> | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 Holiday | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 <i>7:00 Council Meeting</i> | 23 | 24 | 25 <i>5:30 DLLG Meeting</i> | 26 | 27 |
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| 7 | 8 |  <p>Calendar Templates by Vertex42 https://www.vertex42.com/calendars/</p> | | | | |
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March 2021

| February '21 | | | | | | | April '21 | | | | | | |
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| S | M | T | W | T | F | S | S | M | T | W | T | F | S |
| | 1 | 2 | 3 | 4 | 5 | 6 | | | | | 1 | 2 | 3 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 | 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 28 | | | | | | | 25 | 26 | 27 | 28 | 29 | 30 | |

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|--------|---|---------|-------------------------------|--------------------------------|--------|----------|
| 28 | 1 | 2 | 3 <i>6:00 SCAT Meeting</i> | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 <i>7:00 Council Meeting</i> | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 <i>5:30 DLLG Meeting</i> | 26 | 27 |
| 28 | 29 <i>6:30 Council Workshop- Updates-Library,Museum 7:00 Council Meeting</i> | 30 | 31 | 1 | 2 | 3 |

| | | | | | | |
|---|---|---|--|--|--|--|
| 4 | 5 |  <p>Calendar Templates by Vertex42 https://www.vertex42.com/calendars/</p> | | | | |
|---|---|---|--|--|--|--|

April 2021

| March '21 | | | | | | | May '21 | | | | | | |
|-----------|----|----|----|----|----|----|---------|----|----|----|----|----|----|
| S | M | T | W | T | F | S | S | M | T | W | T | F | S |
| | 1 | 2 | 3 | 4 | 5 | 6 | | | | | | | 1 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 | 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 | 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 28 | 29 | 30 | 31 | | | | 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| | | | | | | | 30 | 31 | | | | | |

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|--------|----------------------------|---------|------------------------|-------------------------|--|----------------------------------|
| 28 | 29 | 30 | 31 | 1 | 2 Holiday | 3 |
| 4 | 5 | 6 | 7 6:00 SCAT Meeting | 8 | 9 | 10 |
| 11 | 12 7:00 Council Meeting | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 5:30 DLLG Meeting | 23 8:30 AM Community Cemetery Board | 24 10 AM-6 PM Annual Election |
| 25 | 26 7:00 Council Meeting | 27 | 28 | 29 | 30 | 1 |



May 2021

| April '21 | | | | | | | June '21 | | | | | | |
|-----------|----|----|----|----|----|----|----------|----|----|----|----|----|----|
| S | M | T | W | T | F | S | S | M | T | W | T | F | S |
| | | | | 1 | 2 | 3 | | | 1 | 2 | 3 | 4 | 5 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 | 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 | 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 25 | 26 | 27 | 28 | 29 | 30 | | 27 | 28 | 29 | 30 | | | |

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|--------|---|---|-------------------------------|--------------------------------|--------|----------|
| 25 | 26 | 27 | 28 | 29 | 30 | 1 |
| 2 | 3 6:30 Council Photos 7:00 Swearing In and Organizational Meeting | 4 | 5 6:00 SCAT Meeting | 6 | 7 | 8 |
| 9 | 10 7:00 Council Meeting | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 7:00 Council Meeting | 25 | 26 | 27 5:30 DLLG Meeting | 28 | 29 |
| 30 | 31 Holiday |  <p>THE CITY of <i>Milford</i> DELAWARE</p> | | | | |

June 2021

| May '21 | | | | | | | July '21 | | | | | | |
|---------|----|----|----|----|----|----|----------|----|----|----|----|----|----|
| S | M | T | W | T | F | S | S | M | T | W | T | F | S |
| | | | | | | 1 | | | | | 1 | 2 | 3 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 | 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 | 25 | 26 | 27 | 28 | 29 | 30 | 31 |
| 30 | 31 | | | | | | | | | | | | |

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|--------|-----------------------------------|----------------------------------|-------------------------------|--------------------------------|--------|----------|
| 30 | 31 | 1 | 2 <i>6:00 SCAT Meeting</i> | 3 | 4 | 5 |
| 6 | 7 <i>5:00 Budget Hearings</i> | 8 <i>5:00 Budget Hearings</i> | 9 | 10 | 11 | 12 |
| 13 | 14 <i>7:00 Council Meeting</i> | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 <i>5:30 DLLG Meeting</i> | 25 | 26 |
| 27 | 28 <i>7:00 Council Meeting</i> | 29 | 30 | 1 | 2 | 3 |

| | | | | | | |
|---|---|---|--|--|--|--|
| 4 | 5 |  <p>THE CITY of <i>Milford</i> DELAWARE</p> | | | | |
|---|---|---|--|--|--|--|

City of Milford



Greetings:

The Charter of the City of Milford provides the following:

“Article VII, Section 7.12: Attached to said tax list shall be a warrant, under the Seal of the City of Milford, Signed by the Mayor and Attested to by the City Clerk, commanding the City Manager to make collection of Taxes as stated in the Tax Lists.”

THEREFORE, YOU, THE CITY MANAGER, DULY APPOINTED BY THE COUNCIL OF THE CITY OF MILFORD, ARE HEREBY COMMANDED TO COLLECT THE TAXES AS LEVIED IN THE FOUR WARDS, AS FOLLOWS:

| | |
|---|---------------------|
| Property Assessment Values Per Billing Register | \$ 1,279,583,352 |
| Exemptions | [\$ 355,126,000] |
| Total Assessed Values | \$ 924,457,352 |
| Tax Rate | x \$0.0046 |
| Estimated Tax Collection | <hr/> \$ 4,252,503 |
| Senior Citizen Discount | [\$ 30,728] |
| TOTAL TAX COLLECTION (Fiscal Year 2020-2021) | \$ 4,221,775 |

Tax Due Date: September 30, 2020

Adopted this 27th day of July 2020.

Mayor Arthur J. Campbell

Attest:

City Clerk Teresa K. Hudson

**AGREEMENT
BY AND BETWEEN
THE CITY OF MILFORD
AND
THE MILFORD PUBLIC LIBRARY**

This Agreement, made and entered into this _____ day of July 2020, is by and between the Milford Public Library, a Delaware corporation (“Library”), and the City of Milford, Delaware, a Delaware municipal corporation (“City”).

WITNESSETH:

WHEREAS, the Library is an educational, charitable, nonprofit organization incorporated in the State of Delaware, and

WHEREAS, the City has determined that providing education and activities to Milford residents and visitors is an important component of the City’s economic development and cultural enrichment.

NOW, THEREFORE, in consideration of mutual undertakings and mutual benefits from the services set forth herein, the City and the Library agree as follows:

I. MISSION AND SCOPE

“The Milford Public Library, as an integral part of the Milford Community, supports and encourages the freedom of all ages to read, learn and discover in a welcoming environment. We strive to enhance the quality of life in our community by providing diverse up-to-date, accurate, and interesting material in a variety of formats, which address current topics of interest. The library supports the community’s desire for lifelong learning opportunities with special emphasis on promoting cultural activities for all ages. The library will respond to the evolving technological needs of the community by delivering these services.” The Library agrees to furnish all personnel and equipment necessary for the daily operation of the Library.

II. TERM AND REPORTING

The term of this Agreement shall be from July 1, 2020 to June 30, 2021. This agreement will renew automatically for successive one (1) year periods, beginning the following July 1, unless terminated as outlined in XII.

Library will provide an annual report of activity to the City Council no later than April 15 each year.

III. FUNDING REQUEST

A. Annual Request for Funding.

By April 1 each year, Library shall make an annual funding request to City as part of the City’s budget process.

B. Items to Be Included in Budget Request.

In its submission to City for a funding grant, Library shall include as a minimum the

following information:

1. How funds granted by the City to Library, for the prior fiscal year, were used.
2. How Library intends to use funds requested from the City for the upcoming fiscal year.
3. Best estimated total projected annual budget for Library for ensuing fiscal year at the time of submission.
4. Other funding sources by categories, including, but not limited to, private grants, public grants, gifts, solicitations, government grants, and solicitations the Library has received for the upcoming year, and what government or public grants were denied.

C. Review

The Request shall be reviewed by the appropriate City Council Committee and/or the entire City Council as part of the City's budgeting process. The City Council shall have the discretion to budget an amount to be granted to Library taking into consideration other budget requirements of the City and other funding sources available to Library. The City through its City Manager, or designee, shall advise Library in writing of any issues arising from the City Council annual review process and shall inform Library of the projected budget grant for the next fiscal year by June 1, and the final adopted amount by July 1.

IV. **GRANT AWARD AND PAYMENT**

- A. If the City Council awards a grant to Library, it shall pay the grant in full on or before January 15, following the passage of the City budget. Library shall use the funds granted as it deems reasonable and necessary, in accordance with Section B.2 above.

V. **RESPONSIBILITIES**

- A. City agrees to continue mowing and snow shoveling/plowing for the Library property. However, Library is responsible for other landscaping (flowerbeds, mulch, etc.), utility fees and charges, including solid waste collection fees.
- B. Understanding that fundraising and development of other funding sources is critical to the ongoing success of the Library and its ability to serve the growing, changing needs of the community, Library agrees to continue to engage in fundraising and to regularly seek outside grants for exhibits, staffing, classes, programming, advertising, etc. City agrees to support such grants when appropriate.
- C. Library agrees to make restrooms available to the general public during Library events, the Farmers Market, and other special / public events that occur during regular business hours.
- D. Library agrees to examine changes to the hours of operation to continue to support and encourage downtown visitors to the Library and other destinations, including considering additional Saturday and Sunday hours.

VI. **INSPECTION OF RECORDS**

Upon request, Library shall provide documentation to the City Manager that demonstrates to the City's satisfaction that the Library has used the funds provided under this Agreement in a responsible manner and in accordance with promises and commitments made to the City.

VII. SUBCONTRACTS

Library and City hereby agree that this Agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the prior consent of the other party to the Agreement.

VIII. REPRESENTATION ON BOARD

City will not have operational control over Library staff or operating policies. The Library's Board of Directors shall oversee the operation of the Library. Library will invite and include the City Manager or designee as a non-voting participant in any regular, special or executive session meeting of the Board during which City-related matters are being discussed.

IX. NON-DISCRIMINATION PROVISIONS

The Library will not discriminate against any patron, visitor, volunteer or employee because of race, creed, color, religion, citizenship status, gender, age, national origin, ancestry, disability, sexual orientation, gender identity or expression, marital status, pregnancy, military veteran status, political beliefs or affiliation, genetic history, or other characteristic protected by law. These protections apply to all areas of employment, including recruitment, hiring, training and development, promotion, transfer, dismissal, layoff, compensation, benefits, and any social, library, cultural or recreational programs.

X. COMPLIANCE WITH THE LAW

All parties shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

XI. CONFLICT OF INTEREST\POLITICAL ACTIVITY

The public officials, employees and agents of the City shall comply with all applicable laws and regulations relating to conflicts of interest with regard to the work and compensation covered by this Agreement.

Library shall not use the compensation paid through this Agreement for political activities or legislative activities. For the purpose of this Agreement, the terms "political activities" and "legislative activities" shall have the meanings ascribed to them by the Internal Revenue Service.

XII. INDEPENDENT CONTRACTOR

Library is not authorized or empowered to make any commitments or incur any obligation on behalf of the City, but merely to provide the services provided for herein as an independent contractor.

XIII. INDEMNIFICATION

Library shall indemnify, release, defend, become responsible for and forever hold harmless the City, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities, of any character and from any cause whatsoever brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property arising out of or resulting from any act, error, omission, or intentional act of the Library or its agents, employees, or

subcontractors, arising out of or in any way connected with the subject matter of this Agreement or the work or operations expressly authorized herein; provided, however, that the Library need not save harmless the City from claims, demands, losses and expenses arising out of the sole negligence of the City, its employees or agents. In addition, the City shall not be liable or responsible in any manner to any subcontractor with whom the Library has contracted for additional services under the terms of the Agreement.

XIV. CANCELLED, TERMINATION OR SUSPENSION

- A. This Agreement may be terminated at any time by written, mutual agreement of the parties. The City may terminate the Agreement if funds are not appropriated at the beginning of a new fiscal year for the services described herein. The City shall have the right to terminate this Agreement in the event that the Library is in default or violation of the terms or provisions of this Agreement and fails to cure such default or violation in the manner specified in subsection 'B' below.
- B. In the event of such default or violation by the Library, the City shall send to the Library by certified mail a Notice Demand to Cure Default, explaining the specific nature and extent of the default or violation. The Library shall cure or remedy said violation or default within sixty (60) working days after receipt of said Notice, unless a longer time is agreed upon by both parties in writing. In case the default is not cured or remedied within sixty (60) working days or a longer period of time if agreed upon, the City may exercise its option to terminate this Agreement upon five (5) days written notice thereafter.
- C. In the event of termination, the Library shall refund to the City a pro-rated portion of the compensation paid pursuant to Section XIV above. The Library shall refund the pro-rated amount to the City within thirty (30) days of the effective date of termination.

XV. AMENDMENTS

In order to provide necessary flexibility for the most effective execution of this Agreement, whenever both the City and the Library mutually agree, changes to this Agreement may be effected by placing them in written form and incorporating them into this Agreement as an amendment.

XVI. NOTICE

Any notice required by this contract is deemed to be given if it is mailed by United States certified mail, postage prepaid, and addressed as hereinafter specified.

Notice to the City shall be addressed to:

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

Notice to the Library shall be addressed to:

Board President
Milford Library
11 SE Front Street

XVII. SEVERABILITY

It is mutually agreed that in case any provision of this Agreement is determined by a court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all the other provisions of this Agreement shall remain in full force and effect.

XVIII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are of not further force or affect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CITY OF MILFORD

MILFORD PUBLIC LIBRARY

Arthur J. Campbell, Mayor

Lois Studte, President

Attest:

Witness:

**AGREEMENT
BY AND BETWEEN
THE CITY OF MILFORD
AND
THE FRIENDS OF THE MILFORD MUSEUM INC.**

This Agreement, made and entered into this _____ day of July, 2020, is by and between the Friends of the Milford Museum Inc. (doing business as the Milford Museum), a Delaware corporation (“Museum”), and the City of Milford, Delaware, a Delaware municipal corporation (“City”).

WITNESSETH:

WHEREAS, in accordance with the Milford City Charter and Milford City Code, the City leases the building housing the Museum and provides annual financial support for the Museum, and

WHEREAS, the Museum is an educational, charitable, nonprofit organization incorporated in the State of Delaware, and

WHEREAS, the City has determined that providing education on the history of Milford to residents and visitors is an important component of the City’s economic development and cultural enrichment.

NOW, THEREFORE, in consideration of mutual undertakings and mutual benefits from the services set forth herein, the City and the Museum agree as follows:

I. MISSION AND SCOPE

The Mission of the Museum is to portray all aspects of Milford life through the preservation and display of its collections for public education and research. The Museum agrees to furnish all personnel and equipment necessary for the daily operation of the Museum.

II. TERM AND REPORTING

The term of this Agreement shall be from July 1, 2020 to June 30, 2021. This agreement will renew automatically for successive one (1) year periods, beginning the following July 1, unless terminated as outlined in XII.

Museum will provide an annual report of activity to the City Council no later than April 15 each year.

III. FUNDING REQUEST

A. Annual Request for Funding.

By April 1 each year, Museum shall make an annual funding request to City as part of the City’s budget process.

B. Items to Be Included in Budget Request.

In its submission to City for a funding grant, Museum shall include as a minimum the following information:

1. How funds granted by the City to Museum, for e prior fiscal year, were used.
2. How Museum intends to use funds requested from the City for the upcoming fiscal year.
3. Best estimated total projected annual budget for Museum for ensuing fiscal year at the time of submission.
4. Other funding sources by categories, including, but not limited to, private grants, public grants, gifts, solicitations, government grants, and solicitations the Museum has received for the upcoming year, and what government or public grants were denied.

C. Review

The Request shall be reviewed by the appropriate City Council Committee and/or the entire City Council as part of the City's budgeting process. The City Council shall have the discretion to budget an amount to be granted to Museum taking into consideration other budget requirements of the City and other funding sources available to Museum. The City through its City Manager, or designee, shall advise Museum in writing of any issues arising from the City Council annual review process and shall inform Museum of the projected budget grant for the next fiscal year by June 1, and the final adopted amount by July 1.

IV. **GRANT AWARD AND PAYMENT**

If the City Council awards a grant to Museum, it shall pay the grant in full on or before January 15, following the passage of the City budget. Museum shall use the funds granted as it deems reasonable and necessary, in accordance with Section B.2 above.

V. **SUBCONTRACTS**

Museum and City hereby agree that this Agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the prior consent of the other party to the Agreement.

VI. **REPRESENTATION ON BOARD**

City will not have operational control over Museum staff or operating policies. The Museum's Board of Directors shall oversee the operation of the Museum. Museum will invite and include the City Manager or designee as a non-voting participant in any regular, special or executive session meeting of the Board during which City-related matters are being discussed.

VII. **NON-DISCRIMINATION PROVISIONS**

The Museum will not discriminate against any visitor, volunteer or employee because of race, creed, color, religion, citizenship status, gender, age, national origin, ancestry, disability, sexual orientation, gender identity or expression, marital status, pregnancy, military veteran status, political beliefs or affiliation, genetic history, or other characteristic protected by law. Said protections shall apply to all areas of employment, including recruitment, hiring, training/development, promotion, transfer, dismissal, layoff, compensation, benefits, social and recreational programs.

VIII. **COMPLIANCE WITH THE LAW**

All parties shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

IX. CONFLICT OF INTEREST\POLITICAL ACTIVITY

- A. The public officials, employees and agents of the City shall comply with all applicable laws and regulations relating to conflicts of interest with regard to the work and compensation covered by this Agreement.
- B. The Museum shall not use the compensation paid through this Agreement for political activities or legislative activities. For the purpose of this Agreement, the terms “political activities” and “legislative activities” shall have the meanings ascribed to them by the Internal Revenue Service.

X. INDEPENDENT CONTRACTOR

Museum is not authorized or empowered to make any commitments or incur any obligation on behalf of the City, but merely to provide the services provided for herein as an independent contractor.

XI. INDEMNIFICATION

Museum shall indemnify, release, defend, become responsible for and forever hold harmless the City, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney’s fees and other defense costs or liabilities, of any character and from any cause whatsoever brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property arising out of or resulting from any act, error, omission, or intentional act of the Museum or its agents, employees, or subcontractors, arising out of or in any way connected with the subject matter of this Agreement or the work or operations expressly authorized herein; provided, however, that the Museum need not save harmless the City from claims, demands, losses and expenses arising out of the sole negligence of the City, its employees or agents. In addition, the City shall not be liable or responsible in any manner to any subcontractor with whom the Museum has contracted for additional services under the terms of the Agreement.

XII. CANCELLED, TERMINATION, OR SUSPENSION

- A. This Agreement may be terminated at any time by written, mutual agreement of the parties. The City may terminate the Agreement if funds are not appropriated at the beginning of a new fiscal year for the Services described herein. The City shall have the right to terminate this Agreement in the event that the Museum is in default or violation of the terms or provisions of this Agreement and fails to cure such default or violation in the manner specified in subsection ‘B’ below.
- B. In the event of such default or violation by the Museum, the City shall send to the Museum, by certified mail, a Notice Demand to Cure Default, explaining the specific nature and extent of the default or violation. The Museum shall cure or remedy said violation or default within sixty (60) working days after receipt of said Notice, unless a longer time is agreed upon by both parties in writing. In case the default is not cured or remedied within sixty (60) working days or a longer period of time if agreed upon, the City may exercise its option to terminate this Agreement upon five (5) days written notice thereafter.

C. In the event of termination, the Museum shall refund to the City a pro-rated portion of the compensation paid pursuant to Section III above. The Museum shall refund the pro-rated amount to the City within 30 days of the effective date of termination.

XIII. AMENDMENTS

In order to provide necessary flexibility for the most effective execution of this Agreement, whenever both the City and the Museum mutually agree, changes to this Agreement may be effected by placing them in written form and incorporating them into this Agreement as an amendment.

XIV. NOTICE

Any notice required by this contract is deemed to be given if it is mailed by United States certified mail, postage prepaid, and addressed as hereinafter specified.

Notice to the City shall be addressed to:

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

Notice to the Museum shall be addressed to:

Board President
Milford Museum
121 South Walnut Street
Milford, Delaware 19963

XV. SEVERABILITY

It is mutually agreed that in case any provision of this Agreement is determined by a court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all the other provisions of this Agreement shall remain in full force and effect.

XVI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are of not further force or affect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CITY OF MILFORD

MILFORD MUSEUM

Arthur J. Campbell, Mayor

Charles Hammond, President

Attest:

Witness:
