

City of Milford



CITY COUNCIL AGENDA Monday, September 14, 2020

In accordance with the State of Emergency Declaration issued by Governor John Carney that became effective on March 13, 2020, and as extended, 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/96836789573?pwd=UGYwTDYxUDdDZUFzZytSZkpscFBqQT09> Passcode: 738470 Members of the public may also dial in by phone using the following number: 1 312 626 6799 Webinar ID: 968 3678 9573 Passcode: 738470

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 by using the Raise Your Hand function during the meeting. All public comments received will be read into the record at the meeting.

7:00 P.M. COUNCIL MEETING**

Call to Order - Mayor Archie Campbell

Invocation

Pledge of Allegiance

Approval of Previous Minutes

Recognition

New Employee Introduction/Public Works Director

Proclamation 2020-15/Honoring the Late Honorable Ronnie Rogers*

Staff Reports

Monthly Police Report

Monthly City Manager Report

Monthly City Finance Report

Committee & Ward Reports

Communication & Correspondence

Unfinished Business

New Business

Authorization/Clarke Avenue Realty LLC (Nationwide Healthcare)/Economic Incentive Agreement
Authorization/ Clarke Avenue Realty LLC (Nationwide Healthcare)/Electric Services Agreement
Authorization/Kent Economic Partnership Agreement
Authorization/Lease/Children & Families First Inc./518 N Church Street ****

Introduction of Ordinances:

ORDINANCE 2020-23
Code of The City of Milford
Part II-General Legislation
Chapter 88-Building Construction

ORDINANCE 2020-24

1st State Self Storage OZ, LLC on behalf of Savannah Ventures, LLC for a Conditional Use to allow a business use that will not adversely affect neighboring properties, and to allow a dwelling other than single-family with a maximum density of 12 units per acre on 9.0 +/- acres in a C3 Zoning District. Property is located along the east side of S DuPont Blvd approximately 350 feet south of the Route 14 intersection, addressed as 11 S DuPont Blvd, Milford, Delaware. Present Use: Vacant; Proposed Use: Self Storage building with manager's office/residence. Tax Map: MD-16-183.09-01-58.00

Executive Session

Motion to Recess into Executive Session

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

Return to Open Session

Potential Vote/Land Matter

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.

080720 081020 081220 081720 082420 082520 082820 090420

090920-Item Removal

*090920-Item Added

**091120-Time Added

091420-Item Removal

***091420-Item Name Corrected



MILFORD CITY COUNCIL
MINUTES OF MEETING
August 10, 2020

The City Council of the City of Milford convened in a Workshop Session by way of a video conferencing website on Monday, August 10, 2020 at 6:36 p.m.

PRESIDING: Mayor Arthur Campbell

IN ATTENDANCE: Councilmembers Daniel Marabello, Mike Boyle, Andrew Fulton, Todd Culotta, Brian Baer, Douglas Morrow, Jason James Sr. and Katrina Wilson

STAFF: City Manager Mark Whitfield, Police Chief Kenneth Brown and City Clerk Terri Hudson

COUNSEL: Solicitor David Rutt, Esquire

In an effort to adhere to social distancing protocols and best practices imposed by Governor John Carney's State of Emergency Declaration effective March 13, 2020, the City of Milford has canceled all public gatherings until further notice. See August 10, 2020 Council Meeting agenda for additional information.

Nemours DuPont Pediatrics – Sussex Campus Presentation (attached)

Mayor Campbell convened the workshop and introduced Colleen Davis, MSH, MBA, RN and Yvette Santiago from Nemours.

Ms. Davis commented they were to be asked by Mayor Campbell to provide this information to City Council and are very excited about coming to Sussex County in the next few months.

She then presented a rendering of the new medical office building, noting that the Nemours name has most recently been added, in the form of a temporary sign. Nemours is currently in the middle of a rebranding campaign so within the next year, a more permanent sign will be installed with their new brand.

Ms. Davis then provided drawing and descriptions of the areas that will be used by Nemours, as well as the general public, along with senior care patients and visitors.

She followed with some background on Nemours Children's Health System. She shared that AI DuPont Hospital was established back in the early 1930s through the philanthropy of Alfred I DuPont, who was one of the DuPont cousins of the gunpowder. He built a foundation/trust after he passed, which supports the freestanding Children's Hospital in Wilmington. In 2012, another Children's Hospital was opened in Orlando.

Both hospitals are multi-specialty, full care hospitals. An average of 400,000 children are seen every year in the two hospitals, and eight other facilities found in six different states. Primary care, specialty and surgery services are offered. More recently, they have begun to expand their urgent care field.

Patients are treated from more than fifty countries around the world by their robust international medicine department.

While a lot of children come to Nemours for care, they also have teams of physicians and nurses that go to countries such as Jamaica and provide liver transplants and similar type services.

Nemours has more than 900 specialists, 6000 plus associates and over 3,500 healthcare professionals. There are an additional 1,500 doctors who have graduated from medical schools who are specializing in some form of pediatric medicine.

They also have very robust Pediatric Research Center that are helping with breakthroughs and cures for children.

In the Delaware Valley, which includes Delaware, New Jersey and the Pennsylvania area, there are twenty primary care practices and eight specialty care centers. Several academic partners, including Thomas Jefferson University, have students using their hospitals. Many nursing schools and other services are also involved and participate in the various programs at their facilities, making Nemours a leader for patient service experience and access to care.

During the last couple years, they have created a value-based service organization and are continuing to work on their practice transformation.

Ms. Davis also shared Nemours is now providing more senior care. They have been serving Delaware seniors since 1981.

In Milford, they are committed to expanding their service offerings in southern Delaware, in an effort to better meet the needs of the children in these areas and help improve health outcomes.

Milford was targeted, based on conversations with families, community leaders, physicians and others, to identify what services were needed in the Sussex area and how they could improve access for local families who need specialty care.

They have somewhat partnered with Bayhealth to share space at their medical campus site on Route 1, along Wilkins and Cedar Creek Roads.

Nemours will occupy approximately 40,000 square feet on the first floor and will co-locate specialty, therapy and imaging services, along with the primary care and senior care that already exists in Milford.

Ms. Davis explained this is a project that Bayhealth is partnering through a development company called Anchor. Bayhealth will also have medical offices on the second and third floor.

The opening date for patients is November 9, 2020.

Ms. Davis then talked about the many services that will be available to pediatric and senior patients (refer to presentation).

Their facility will house 34 exam rooms, a community meeting room, an audiology department and imaging area. Kasey's Delights Café has already opened in the lobby and will be available to staff and the public.

She also noted that telehealth has skyrocketed, particularly with the Covid-19 situation. Seven telehealth units will be mobile, so regardless of where the patient is, the wireless equipment can be moved, which will provide a great deal of flexibility.

The community meeting room will be a large room or can also be divided into two smaller rooms with video conferencing capabilities. Though the associates will be using it, they also anticipate some community groups may want to come in during the evenings should they need a place to meet.

Because of Covid-19 and other considerations, they have decided to postpone the pediatric urgent care, though eventually it will be offered.

Other facility renderings of the outside and interior were also provided. Associated layouts and designs were also discussed at length.

Ms. Davis explained that each area will be color-coded to make it easier for patients to access specific areas in the facility. The building will have an art design geared toward the beach, which is fitting for Sussex County.

Ms. Davis then spoke about the senior care program provided by Nemours and the criteria that must be met. That service is also available to qualified Delaware residents at their Wilmington site as well. Ophthalmology, optical, dental services, as well as audiology/hearing screens are available. There is an enrollment process and anyone who needs more information was encouraged to call.

They believe this facility will have a very positive impact on Sussex County. Through surveys, they have learned that 11% of their associates actually live in Kent and Sussex Counties and presently travel to New Castle County.

The number of existing jobs moving over, in the senior care and primary care services, is approximately 35 people. In addition, more than twenty new jobs will be created. In the last couple month, that number has climbed as they hire additional physicians and ancillary staff.

Currently, they have 10,000 Nemours' patients in the Kent and Sussex areas and the pediatric population in this area is approximately 46,000. They are very pleased to bring these services to Sussex County as a way of helping the community.

Ms. Davis then commented that the start of the Covid-19 pandemic, Nemours made a commitment to remain steadfast in the support of their patients, communities and employees. As a result, she is pleased to announce they remain on track with the development timeline and their opening date of November 2020.

Unfortunately, the pandemic has postponed the community grand opening until spring. Both Nemours and Bayhealth hope by then, there will be at least the introduction of a vaccine, the weather will be nicer and Bayhealth's second and third floors should be more complete.

They just want everybody to be able to come out and see all of it, which is the reason they agreed to push that off until April 1st.

Ms. Davis concluded by asking City Council and the public to stay tuned. Though this continues to be some challenging times, they will continue to communicate the any new changes that need to be made, and will be providing more information about their plans to open and subsequent events.

Following a couple of questions by City Councilmembers, the Workshop concluded at 7:05 p.m.

Respectfully submitted,

Terri K. Hudson, MMC
City Clerk/Recorder

MILFORD CITY COUNCIL
MINUTES OF MEETING
August 10, 2020

The City Council of the City of Milford convened their regular meeting by way of a video conferencing website on Monday, August 10, 2020. The meeting was made available for public view and participation as permitted.

PRESIDING: Mayor Archie Campbell

IN ATTENDANCE: Councilmembers Daniel Marabello, Mike Boyle, Andrew Fulton, Todd Culotta, Brian Baer, Douglas Morrow, Jason James Sr. and Katrina Wilson

STAFF: City Manager Mark Whitfield, Police Chief Kenneth Brown and City Clerk Terri Hudson

COUNSEL: Solicitor David Rutt, Esquire

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CALLED TO ORDER

Mayor Campbell called the meeting to order at 7:05 p.m.

INVOCATION AND PLEDGE

The Pledge of Allegiance, followed the invocation was given by Councilmember Wilson.

APPROVAL OF PREVIOUS MINUTES

Included in the packet were minutes from the July 13, 2020 and July 27, 2020 Council and Workshop Meetings. Motion to approve made by Councilmember Boyle, seconded by Councilmember Marabello. Motion carried.

RECOGNITION

Milford Police Department Officer of the Quarter

Chief Brown introduced Sergeant Robbie Masten as Milford's Officer of the Second Quarter. In addition to a recent incident he handled, Chief Brown said he is well known throughout the community, and he does a great job communicating with our residents. He also takes care of the department's news releases and social media, whether he is working or off. This makes him eligible for Officer of the Year for 2020.

Sergeant Masten thanked him for his remarks, adding some additional comments about the incident he was recently involved in.

Chief Brown then thanked the City Electric Department for helping out the police department on a couple of different occasions recently, one involving the air conditioner and their assistance with covering the hole in the roof of the A1 Auto building that they purchased last year before the hurricane that occurred the latter part of August.

MONTHLY POLICE REPORT

Police Chair Boyle presented the July 2020 statics and related matters, including in their submitted report as follows:

Monthly Stats:

A total of 164 arrests were made by the Milford Police Department during July 2020. Of these arrests, 52 were for criminal offenses and 112 for traffic violations. Criminal offenses consisted of 9 felonies and 43 misdemeanors. Traffic violations consisted of 28 Special Duty Radar, 9 Drunk Driving charges, 75 other.

Police officers investigated 37 accidents during the month and issued 38 written reprimands. In addition, they responded to 1057 various complaints including city requests and other agency assistance.

Due to COVID-19 Pandemic stats are extremely lower than normal.

Monthly Activities:

Throughout the month of July, participated in numerous conference calls and virtual meetings in reference the COVID-19 and the Governor's Emergency Order for the State of Delaware. This includes weekly Fire and Police conference calls, calls with the Governor, monthly State and Sussex Chiefs meeting, and Municipalities of Sussex Co. conference call and numerous call with City Government Officials, the City Manager and the public.

Met with Chris Devaney, Executive Director of Banyan Treatment Center in reference to the program and what they have to offer the community in there new Milford location on July 8, 2020.

Met with Councilman Baer to discuss issues in reference to the Police Department and also took Councilman Bear on a tour though the department on July 10, 2020.

Met with concerned resident to discuss the release of body camera footage of an on-going investigation on July 21 , 2020.

Held a conference call with Councilman Boyle, newly appointed Police Committee member, in reference to the Police Department on July 24, 2020.

Attended the Milford Community Day of Prayer Ceremony held at Bicentennial Park on July 28, 2020.

Met with Lt Huey, Rob Pierce, Wes Banasan and Secretary Sessoms, to discuss issues concerning the new City of Milford Business Permits and False Alarm Billing on July 30, 2020.

Training-

One officer attended DUI Refresher training held at the Delaware State Police Academy on July 9, 2020.

One officer attended Motorcycle Certification training held at Dover Police Department on July 20, 2020, through July 31, 2020.

One officer attended Advanced Collision Investigations training held at the Delaware State Police Academy on July 27, 2020 through July 31, 2020.

Most Training outside the department was cancelled for the Month of July 2020 due to the COVID-19 Pandemic. Officer have been assigned required training via webinars throughout the month.

SRO

During the month of July Sgt. Masten, S/Cpl. Bloodsworth, and Cpl. Stanton continued foot patrols in areas of the City. S/Cpl. Bloodsworth, and Cpl. Stanton attended an annual community basketball event held in the 4th Ward.

Sgt. Masten continues to stay in touch with neighborhood contacts we have as well as apartment complex managers to address quality of life issues. In many cases in the apartment complexes we're assisting them with enforcing the lists they have established of persons barred from the properties. Sgt. Masten has reached out to the apartment complexes about assisting with community events since our annual Milford's Night Out was cancelled. Mispillion Apartments and Milford Crossing both plan to have events in August that our Community Policing Unit will provide assistance to.

K9 Unit-

For the month of June 2020 the Milford Police Department K9 unit had the following stats:

K9- 1 (Mason)

- Foot Patrols 2*
- Building Search 2*
- Demo 1*
- Area Search 1*
- Drug Sniff 1*
- Assist Other Agency 2*
- No Bite Apprehension 1*

K9-2 (Audie)

- Foot Patrols 2*

• <i>Building Search</i>	<i>6</i>
• <i>Disorderly Group</i>	<i>2</i>
• <i>Track</i>	<i>1</i>
• <i>Assist Other Agency</i>	<i>1</i>

<i>Seized Items Amount</i>	<i>Value</i>
• <i>Other Drug Paraphernalia</i>	

Due to the COVID-19 Pandemic stats for the K9 Unit are lower than usual for July 2020.

Councilmember Marabello moved to accept the Monthly Police Report, seconded by Councilmember Morrow. Motion carried

MONTHLY CITY MANAGER REPORT

City Manager Whitfield referenced his report in the packet, highlighting several items.

Building permits are down about 40% from where they were a year ago which may be an anomaly for that particular month because there has been pretty robust activity up until last month.

Utility locates are also down 40% again which again is an indication of less construction activity.

Trash continues to increase at about a 20% rate compared to last year. He believes that can be attributed to more people being at home as a result of the pandemic.

Mr. Whitfield also wanted to commend the electric crew, street, and utility crews for their work during the recent tropical storms. He reported that all power within the city was restored within twelve hours and that some of that was related to restringing almost half a mile of electric line and setting about a half dozen poles. Given the damage that occurred in the Haven Lake area, he was very pleased power was reestablished within twelve hours.

He added that the following day, the electric crews were off to Dover to assist them with their tornado damage where they spent a total of three days assisting the City of Dover with a lot of backyard service, where lines needed to be restrung.

Our street and utility crew did a great job opening up the streets, most of which were not city streets and instead state-maintained roadways. But that was needed for our electric crews to get in and restore that service. He applauded the utility departments, adding they did an excellent job of reopening up those areas to allow crews in to do the repairs and for the benefit of our customers in these areas.

Councilmember Culotta said he wanted to publicly commend the City Manager for the preparation before the storm. He believes that was the reason we did not incur a lot of damage in the City itself.

He also thanked Mr. Whitfield for keeping City Council informed of the various situations occurring throughout the storm.

Mayor Campbell also commended the crews who worked round-the-clock to stay on top of things.

Councilmember Culotta moved to accept the City Manager Report, seconded by Councilmember Fulton. Motion carried.

MONTHLY CITY FINANCE REPORT

Finance Chairman James referenced the last page of this month's report, which is an addition and will be included in future reports.

He then reported the following:

The first page is the fund report and the operating cash which decreased by \$1.1 million. The primary reason for that is \$466,000 that was taken from electric operating cash and was sent to reserves.

There was a \$401,000 transfer from water operating cash to water reserves. In the trash operating cash, there was a new truck paid for in the amount of \$365,000.

The check received back from DMI for the Ladybug Festival of \$30,000 has been deposited and the reason for the increase in the economic development fund.

There was a total increase of \$70,000 in impact fees that included \$30,000 in water impact fees, \$19,000 in sewer impact fees, and a \$15,865 increase in the police and government facilities. Reserves increased by \$914,476 and the general fund reserves decreased by \$421,382. That was made up of \$113,000 for the basement project, \$88,000 for legal fees and \$218,000 for capital items.

Electric reserves increased by \$864,951, from which \$466,000 was from operating cash and another \$368,000 for a budget transfer. In water reserves, there was an increase of \$467,639 of which \$401,000 was from water operating cash.

Chairman James reported he received a request from Councilman Marabello and others, that a summary of total consolidated information is included with the finance report. At the end of June, which is the end of the City's fiscal year, the total of all reserve funds, before restrictions, is \$28,398,198. Total restricted cash was \$5,723,801. Cash available after restrictions are \$22,674,397, before taking into consideration the \$1,060,000 for early bond redemption and \$10,813,208 for the cost-of-service minimum cash requirements.

The change from May for all funds before restrictions are lower by \$1.6 million, because of some of the items. FY18 capital items previously approved are now back in or are now unrestricted. There is a positive on the change of previously unrestricted items and anything negative is a new restriction. There are only two new restrictions--\$48,628 in the water fund reserves for the FY20 capital and \$466,466,400 in electric reserves for FY20 capital.

The change from May to June shows net available cash of \$5.5 million though \$3 million is a correction from May of \$4,060,000 as a bond redemption; \$3,000,000 of that was supposed to be reflected as operating cash.

Net available cash now is \$10,801,000. changed from May of \$5.5 million.

There was a \$140,000 change in the revenue budget which was offset by a reduction in capital expenses. That was due to the capital amount authorized by Council to be paid from the real estate transfer tax account and removed from the budget completely.

With 100% of the year gone, revenues are at 97% and expenses at 90% of the budget, for a positive variance thus far of \$3,088,665. However, there will be year-end adjustments made for vacation accruals and similar items.

He hopes the change in the report is sufficient to show the difference from the prior month and Finance Director Portmann agreed to add that change report monthly.

When asked about delinquent accounts, Mr. Whitfield explained that delinquent accounts will continue to be tracked, whether it be taxes or utilities. And it will show up in accounts receivable. There may come a time where we have to write some of that off, but we are not there yet.

He did want Council to know that DEMEC is providing \$50,000 to assist people that are legitimately unable to pay as a result of the pandemic. The plan is to turn that over to Catholic Charities who are more suited to disperse the money based on the needs, as shown by the applicants.

Chairman James reported the approximate number of delinquencies on all utilities is about \$250,000. Getting a \$50,000 check from DEMEC will help offset that amount by aiding those people who need help paying their bills. While we are looking at approximately \$300,000 for delinquent property taxes, that is lienable. It may not be an immediate recoup, but with the lien against the property, there will be a disposition at some point.

He also reported that the RFP for the new audit is expected to be issued sometime in early October. In addition, the RFP for the ERP system to the city's financial management programs is anticipated to go out around the first of September, as is required in our Charter.

Chairman James believes the city has been with the current firm for several years. Mr. Rutt said he prepares an annual letter as part of the audit, and it has been mailed to the same address and person in New Jersey for at least five or six years, if not longer.

The City Clerk pointed out this is a different firm, but one of the previous auditors is now a principal with the new firm.

She later confirmed the audit was completed last year by the Gold Gerstein Group, who is also working with the City this year. Prior to that, Beck, Villata, and Company were the City auditors.

Councilmember Fulton moved to accept the June Finance Report, seconded by Councilmember Boyle. Motion carried.

COMMITTEE & WARD REPORTS COMMUNICATIONS & CORRESPONDENCE

Fourth Ward

Councilmember Wilson thanked Director Brad Dennehy from the Parks and Recreation Department for his quick response in assisting with the Day of Prayer in the Park. He came out to locate the electric box so that they could connect their sound system.

She did call the department to express her appreciation but wanted to announce it publicly.

Second Ward

Councilmember Culotta spoke with a resident on Lakeview Avenue about a letter they received from code enforcement. He agreed the letter was confusing but after discussing it with the City Manager, he was able to figure out the problem which was taken care of and only involved a tree that needed to be trimmed.

He has since discussed this with Mr. Whitfield and believes that with three code officials now, whenever a code enforcement letter goes out, he wants to receive a heads up or a copy of the letter so he is aware of it. He said by the time he hears from the resident, they are usually very upset.

Councilmember James feels that some knowledge would be good, but believes we need to be careful as well. He is unsure and recalls some previous training, that council is only privy to limited information regarding a violation. Maybe a listing of all violations might be appropriate though the addresses could be a privacy violation.

Solicitor Rutt agrees with Councilmember James noting that the City could start running into trouble by providing specifics. A generic report would be more appropriate with much broader information. He emphasized that whenever Council begins to intervene and is made aware of specific problems, causes conflicts and other legal problems.

He recommends handing in a much broader type report that would be issued to all eight members.

Mr. Rutt also recommends that Councilmembers contact and work strictly through the City Manager. Councilmembers should not become involved in code issues that are being handled by code officials who are paid to do a job. It also creates a conflict in the responsibilities between Council members and City employees.

Councilmember Culotta confirmed that the correct route is for City Council to go to the City Manager for just about anything. Solicitor Rutt said that is how concerns should be handled and Mr. Whitfield is the point of contact for everything.

Councilman James agrees that a general report of outstanding violations would be helpful without becoming involved on an individual basis.

Councilmember Fulton said he received a recent email from a constituent and he worked through the City Manager. It was resolved very quickly by code enforcement and he wished to thank Mr. Whitfield.

He also talked about a point system that's used in other localities for property owners with rental licenses who violate code enforcement policies. However, that can be discussed at a later date.

Third Ward

Councilmember Baer also commended Mr. Whitfield for his assistance with a constituent in the third ward relating to building inspections. The constituent contacted Councilman Baer yesterday to let him know it was taken care of though he had additional concerns related to noise violations which are also being handled with the assistance of the City Manager.

Council thanked Mr. Whitfield for his ongoing assistance with such matters and quick resolution.

UNFINISHED BUSINESS

No items.

NEW BUSINESS

Appointment/Reappointment of Board of Adjustment Members

Motion to reappoint David Wilkinson to the Board of Adjustment for a three-year term, made by Councilmember Culotta, seconded by Councilmember Boyle. Motion carried.

Appointment/Reappointment of Planning Commission Members

Mayor Campbell has reviewed applications to fill the vacancy on the Planning Commission and recommends Robert Patillo Sr. of 109 North Landing Drive be appointed.

Councilmember James moved to appoint Robert Patillo Sr. to fill the current vacancy on the Planning Commission, term to expire on August 31, 2023, and expressed his pleasure that he lives in the Fourth Ward, seconded by Councilmember Boyle. Motion carried.

Councilmember Fulton moved to reappoint Mark Redden and Kathryn Stetson to the Planning Commission for additional three-year terms, seconded by Councilmember Wilson. Motion carried.

Appointment/Reappointment of Parks and Recreation Advisory Board Members

Also recommended by Mayor Campbell and City Manager Whitfield is to fill a vacancy on the Parks and Recreation Advisory Board, by Rony Baltazar-Lopez of 7134 Marshall Street, Lincoln. When questioned about the residency requirement, it was clarified the code allows one member to live outside city limits, but within the Milford School District area.

Councilman Fulton referenced the candidate's resume, adding he will greatly benefit that committee based on previous experience and education.

Councilmember Wilson moved to appoint Rony Baltazar-Lopez to fill the vacant position on the Parks and Recreation Advisory Board, term to expire on August 31, 2022, seconded by Councilmember Fulton. Motion carried.

Councilmember Wilson moved to reappoint Eli Howard and Anne Villalobos to the Parks and Recreation for another three-year term, seconded by Councilmember Fulton. Motion carried.

Shawnee Farm LLC/Extension Request #1/Preliminary Major Subdivision to be known as Cypress Hall Residential

City Manager Whitfield presented the request due to the absence of Planning Director Rob Pierce. He reported the following:

City Council approved the planned unit development application for the Cypress Hall Residential project on March 25, 2019. City Council also granted approval of the revised preliminary major subdivision for Phase I of Cypress Hall Residential on that date. The Code of the City of Milford Chapter 200-4 Subdivision of Land A(5) states "Preliminary approval from City Council shall be void after one year unless an extension is requested by the owner and approved by City Council before the expiration." Therefore, final major subdivision approval or an extension must be obtained before March 25, 2020, in order to avoid the expiration of the preliminary approval.

Also, the Planning Commission approved the revised preliminary site plan application on April 16, 2019, based on the approved PUD. Per the Code of the City of Milford, Chapter 230-52, Zoning A(4), "Preliminary approval from the Planning Commission shall be void after one year, unless an extension is requested by the owner and approved for good cause by the Planning Commission before the expiration." Final site plan approval or an extension must be obtained before April 16, 2020, to avoid the expiration of the preliminary approval.

PE Ring Lardner of Davis, Bowen and Friedel, was in attendance on behalf of the application. He explained this was an oversight that occurred because of the Covid-19 pandemic.

He wanted to provide the status of the project. Comments were received in February 2020 from the conservation district and fire marshal and are close to receiving those approvals. They have had a couple of reviews with KCI over time and most of the comments have been addressed. A few more minor ones are left and Mr. Lardner anticipates having final site plan and subdivision approval prior to the one-year extension.

Mr. Lardner confirmed the extension will revert to when the plan was originally approved which was in the March/April timeframe, and not today.

Councilmember Boyle moved to approve the one-year extension for the Shawnee Farm LLC Preliminary Major Subdivision to be known as Cypress Hall Residential, seconded by Councilmember James. Motion carried with no one opposed.

Authorization/Additional Water and Wastewater Technician

Water Plant and Wastewater Operations Supervisor Steve Ellingsworth submitted the following request:

The purpose of this memorandum is to seek authorization for an additional Water & Wastewater Technician position. The Water and Sewer Division has been operating with two full-time Water and Wastewater Technicians under the supervision of the Water Plant and Wastewater Operations Supervisor. Due to the growth experienced by the City, further demands have been placed on the current staff and operations. In 2019, new sewer pump stations were added at Milford Ponds and SE Regional. Hickory Glen and Winward on the River sewer plants are projected to be set by the end of 2020. The new additions will increase our overall responsibility from 19 to 21 active pump stations.

Some of the specific functions of this role include:

- Maintaining and operating five water treatment facilities, 12 active wells, four water towers, and 21 pump stations.
- Regulating chlorine machines and fluoride barrels for proper dosing.
- Performing well and sewer readings.
- Collecting water samples for testing.
- Assisting with the management of the SCADA system.

The shortage of one staff person for the division was also identified in the recent Staffing Analysis assessment from Pinnacle Change.

Presently, one staff member in the Street & Utilities Division spends about 50% of his time in the Water and Wastewater Division. This also creates a shortage of manpower in the Streets and Utilities Division when the person is pulled to assist, which affects street maintenance and water/wastewater line maintenance.

Also, the State of Delaware recently released preliminary information that revealed there will be new guidelines required for operating, monitoring, and sampling wells after the 2020 Census data is finalized. This further supports the need for an additional Water and Wastewater Technician position.

To address the facilities added over the last four years, and the projected added facilities over the next two years, staff recommends the authorization to add a Water and Wastewater Technician position. The added position will result in an annual expense of \$50,000 for salary and benefits, which will be divided evenly (\$25,000 each) between Water and Wastewater. Costs for 2021 will be \$18,750 each from Water and Wastewater budgets for nine months. No additional funding is requested at this time.

Mr. Ellingsworth added that he believes everyone knows how particular he is with the water quality in addition to the number of pumps that are being pulled. He is confident that water will improve though they continue to work on that. More manpower is needed to continue with the proper maintenance.

Councilmember James asked if this will satisfy the staffing needs for the remainder of the year; Mr. Ellingsworth believes it will be sufficient at this time. He added that they are doing a lot more maintenance and this should help reduce the overtime, which is a goal he sets every year.

Councilmember Fulton moved to authorize an additional Water & Wastewater Technician position for the Water and Wastewater Division, seconded by Councilmember James. Motion carried.

Resolution 2020-23/Public Works Fee Schedule Amends Billable Rates/Labor Rates

City Manager Whitfield recalled the schedule being authorized previously by Council, at which time, there was an error found so they went back and reviewed the differences between the rates. The inconsistency involved the technician's truck expenses. Because the technician is required to use their truck anytime a utility locate is needed, that fee will be added.

He noted that Operations Supervisor Rhiannon Slater is also on the line to answer questions.

Councilmember Fulton confirmed the rate of approximately \$20 for the truck was added, then agreed stating that it made sense.

Mayor Campbell then asked for comments from the public. No one responded and no comments had been forwarded to the City Clerk's office on the matter.

Councilmember Fulton moved to adopt Resolution 2020-23, amending the Public Works Fee Schedule, seconded by Councilmember Culotta:

RESOLUTION 2020-23
PUBLIC WORKS DEPARTMENT FEE SCHEDULE

Now, Therefore, be it Resolved by the City of Milford:

STREETS AND UTILITIES DIVISION FEES	
<i>Description</i>	<i>Fee Per Hour</i>
Labor Rate	\$70.19
Pick-Up Truck	\$20.00
Service Truck	\$25.00
Backhoe	\$30.00

Excavator	\$20.00
Jetter/Vac	\$100.00
Loader	\$45.00
Jetter/Vac Trailer*	\$45.00
Sweeper Truck	\$75.00
Dump Truck	\$55.00
Chipper*	\$35.00

ELECTRIC DIVISION FEES	
<i>Description</i>	<i>Fee Per Hour</i>
Labor Rate	\$79.37
Pick-Up Truck	\$20.00
Service Truck	\$25.00
Bucket Truck	\$55.00
Digger Derrick	\$65.00
Trencher*	\$55.00
Chipper*	\$35.00

ENGINEERING DIVISION FEES	
<i>Description</i>	<i>Fee Per Hour</i>
Labor Rate-Engineer	\$61.87
Labor Rate-Engineering Tech*	\$40.84 \$60.87

**Includes Pick-Up Truck to transport.*

Adopted: August 10, 2020

Effective: August 10, 2020

Motion carried.

Change Order/Funding Source/City Hall Basement Project

Mr. Whitfield referenced the memo from Solid Waste and Facilities Supervisor Christie Murphy related to the City Hall Basement Project.

She is requesting Council consider a recommendation for a change order related to the Information Technology Office Fit-Out project for \$4,500. This re-design allows for opening up the IT room to allow more space, as well as moving the current data and electrical outlets to standard height. The original amount approved by City Council on February 24, 2020, to complete the project was \$45,300 to be paid from General Fund Reserves.

Councilmember Culotta moved to authorize a change order for the Information Technology Office Fit-Out project, not to exceed \$4,500, to be funded from general fund reserves, seconded by Councilmember Boyle. Motion carried.

ADJOURNMENT

There being no further business, Councilmember Culotta moved to adjourn the Council Meeting, seconded by Councilmember James. Motion carried.

The Council Meeting adjourned at 8:16 p.m.

Respectfully submitted,

Terri K. Hudson, MMC
City Clerk/Recorder

MILFORD CITY COUNCIL
MINUTES OF MEETING
August 24, 2020

The City Council of the City of Milford convened in a Workshop Session by way of a video conferencing website on Monday, August 24, 2020 at 6:30 p.m.

PRESIDING: Mayor Arthur Campbell

IN ATTENDANCE: Councilmembers Daniel Marabello, Mike Boyle, Andrew Fulton, Todd Culotta, Brian Baer, Douglas Morrow, Jason James Sr. and Katrina Wilson

STAFF: City Manager Mark Whitfield, Police Chief Kenneth Brown and City Clerk Terri Hudson

COUNSEL: Solicitor David Rutt, Esquire

In an effort to adhere to social distancing protocols and best practices imposed by Governor John Carney's State of Emergency Declaration effective March 13, 2020, the City of Milford has canceled all public gatherings until further notice. See August 24, 2020 Council Meeting agenda for additional information.

*Presentation by City Engineering Technicians
Wayfinding Project*

City Manager Whitfield recalled when the City's two University of Delaware interns Samantha Lee and Alex Beam, were introduced to City Council in July, adding they are here tonight to present the parking way finding project, which is one of several activities they have been working on over the summer.

He then turned the workshop session over to City Engineer James Puddicombe.

The City Engineer then thanked the two interns for all of their hard work noting that they will be finishing up this weekend and returning to the University of Delaware to complete their last year.

He encouraged Council to ask questions at any point during the presentation.

Ms. Lee began by stating that she and Mr. Beam worked on the City of Milford Pedestrian/Motor Vehicle Wayfinding project. The goal of this project was to solve the issue with the current parking system and allow the community to easier locate public parking lots, then find the ones that are closest to their end destination. Another objective was to make the Riverwalk more user friendly, which will be discussed later.

She conveyed the following:

The first part of the project involved parking lots while considering appropriate names. Ornamental signs would be placed in various locations that would help direct people to the different areas of town.

Referenced were maps showing five different parking lots, noting they are very difficult to find because there are poor directional signs. The entrance and exit to lot number four, which is by the parking lot by the old M&T bank, is difficult to find because it is on a back-side road and the sign placement is very suboptimal.

Lot number five on Mill Street has a no outlet sign and there is nothing that indicates it is a parking lot for the public to use.

There are six other parking lots and the main issues with parking lot number eight, which is by Milford Public Library, has no directional signs and there is nothing indicating that people are allowed to park there.

Parking lot twelve is at a weird intersection with a one-way in and one-way out which makes it difficult to enter and exit so a lot of people do not use it.

A map was presented showing all parking lots outlined in yellow with corresponding numbers.

The current problems associated are as follows:

Lots 1, 2, 3, 5, 8, 9, and 12 have no signs signaling they are public parking

Lot 5 has “no outlet” sign which deters people from parking

Lot 4 has no directional arrows and sign placement is suboptimal

Lot 10 parking sign is too small to see when driving

Mr. Beam then continued:

Ideas behind the proposed parking lot names were to keep them short. try to keep them pretty standard and related to Milford.

Trees was the one they preferred. When visiting each parking lot, they tried to match them as closely as possible, though they also wanted to have an option of a choice and came up with three naming conventions:

	Trees	Birds	Nuts
1	Magnolia	Finch	Walnut
2	Holly	Turkey	Pecan
3	Pine	Woodpecker	Almond
4	Cherry	Heron	Cashew
5	Willow	Goose	Peanut
6	Elm	Osprey	Hazelnut
7	Aspen	Raven	Pistachio
8	Cedar	Owl	Pine Nut
9	Sycamore	Swan	Macadamia
10	Birch	Duck	Chestnut
11	Mulberry	Pigeon	Coconut
12	Oak	Dove	Acorn

A map was then presented showing the proposed new signage locations. The blue white icons represent locations of where signs will go and the label above them indicate the direction that the site will be facing.

A routing of the cars going to parking lots, equal to capacity and flow of traffic was kept. The signs will be the standard green and white signs.

Ms. Lee then talked about the ornamental naming lot sign that was chosen for the entrance of each parking lot. This also solves the problem of not knowing which parking lot is public, and which isn't. That is a problem when someone is looking for a parking lot and once a driver sees a sign, they then know they are permitted to park in that lot.

Thirteen would be needed only because the bank parking lot has the entrance at the main lot and one in the rear so two signs would be needed at that location.

The city already has the sign and posts so they would not need to be purchased.

Costs of the project are:

\$37.50 for directional sign (30) + \$50 freight fee \$1,175.00 total
Taken from Garden State Highway Products, Inc.

\$51.95 for lot name sign (13) \$675.35 total
Taken from myparkingsign.com

Grand total needed: \$1,850.35

Mr. Beam then talked about the pedestrian way finding side of the project. Knowing where things are, and giving a kind of location and a way to connect the Riverwalk so that people know where it is and how it continues. The idea is to install mile markers for safety purposes. If something were to happen on the Riverwalk, people could provide that information so they could be easily located.

Two maps, with dark green representing the Riverwalk and the light green representing where to connect them. There are two disconnections with one on Church Avenue and the other near the Calvary Methodist Church on SE Front Street.

Nothing really designates that the Riverwalk continues there. Multiple ways could fix that and the preferred is something similar to a painted path or painted image, similar to a Ladybug, trees, geese and/or ducks, but that would signify the Riverwalk continues.

Small trail markers would be used as a safety and tracking feature for people who are using the Riverwalk to distinguish how far along on the Riverwalk they have walked.

The Riverwalk is 2.1 miles and one would be needed every tenth of a mile for a total of 21, in addition to one at the start of the Riverwalk.

Three types were considered, all engraved and each made of different materials with varying price ranges of \$1,145 (composite posts), \$1,604 (metal plates) and \$4,364 (cedar posts).

Mr. Beam pointed out that currently nothing really distinctly makes the Riverwalk obvious. There are a few signs spread out, that are very small.

Something more definitive is needed that would reference the Riverwalk, the site of each parking lot, the downtown business area and the proximity of other parks in relation to the Riverwalk.

The Riverwalk signs would be installed at all major entrances to its path and mile markers every tenth of a mile.

A final cost estimate was then provided:

Low cost:

30 Directional signs + 13 Name signs = \$1850.35

3.5" circular metal trail markers (22) = \$1145

4 trail maps = \$800

Grand total = \$3795.35

High Cost:

30 Directional signs + 13 Name signs = \$1850.35

22 pure cedar posts = \$4364

4 trail maps = \$800

Grand total = \$7014.35

Mr. Puddicombe then added that the way finding for the traffic is the major part of this project. However, Parks and Recreation Director Brad Dennehy had asked connecting the Riverwalk and the mile markers, which is why that was included. This would be a split project between public works and the Riverwalk portion would most likely be done by Parks and Recreation.

When asked which of the three markers would last the longest, the City Engineer said metal emplacements. He also had them consider is any sort of graffiti or vandalism that could occur. They attempted to find things that could not be easily removed or painted over.

The various materials were then discussed.

Councilman Fulton applauded the hard work of the two interns and the wonderful presentation.

When asked how quickly could this be initiated; Mr. Whitfield said it would most likely be a winter project and he anticipates the signs taking approximately three months and the placement is normally done during the colder months.

Councilman Boyle also thanked the interns, adding this is a project that is needed, but one that is difficult to get accomplished. He is pleased we were able to use them and hopes they learned something from the experience they can take back with them to school.

Councilman Baer and Mayor Campbell also thanked them for the outstanding job.

Councilman Baer suggested adding a picture of the branch or leaf of the tree on the sign, to make it easier for people to remember their location through the use of a graphic, in addition to the name.

Mayor Campbell also thanked them and wished them well and commended City Engineer Puddicombe for his oversight and assistance with the project.

Presentation by Help Initiative:

Lights On, Milford Strong

Weatherization Assistance Program

Health On, Milford Strong

City Manager Whitfield then introduced Harold Stafford and Charlie Kistler from Lights on Milford Strong HELP Initiative to talk a little about their project and a couple new initiatives.

Mr. Kistler introduced him as the Executive Director of the Health Initiative and the Honorable Harold Stafford who is the Director of Government Relations for the organization and also the Board President.

The Executive Director then provided a briefing of the Milford Strong 2019 Campaign. Talking about how they kicked the program off, the key words are partnerships and collaboration and performance and being able to work street to street, door to door. Those are the big differentiators in the kind of program being offered through the lights program.

He talked about the zones identified during phase one of the installation. There are 412 homes in the orange section, that were identified in cooperation with the police department. They were able to install 478 homes with energy efficiency lighting.

The light bulbs used typically on the front porch automatically goes on as soon as the lumen level gets low enough or in the back, if there is no fixture, the LED light cannot be installed that would use a solar motion light. Typically, 600-900 lumens of light, motion driven, provide roughly 20 feet/120 field of view.

He then talked about the city's 478 installations, broken out by category of housing stock, single family, multifamily and vacancies, which are problematic. The energy savings is 27,000 kilowatts, broken down by per property by housing type. The Planning Director helped them identify houses that were consuming 20,000 up to 50,000 kilowatts of energy on an annual basis. Identified were 93 homes and energy efficiency measures were installed in those homes.

Workshops were done through the faith-based community and 31 participants were educated.

He talked about the presentation they provided to the Attorney General last week. With the help of Lieutenant Huey, they were able to collect crime statistics over a two-year period.

Also provided were the type of crimes committed and the areas impacted. Part one crimes are crimes against people Part two crimes are against property.

Discussed was the reduction in crime that means the LED lights had a direct impact. Part two crimes saw a reduction of 11.52% and then the delta of part one and part two equal a 9% reduction.

Phase two funding from Energized Delaware allows them to come in and start doing more lights in Milford. They will be going into multifamily and landlord tenant properties first because of the virus, and the kind of conditions it is placing on them when they go door to door.

Property management and landlord/tenant relationships provide a buffer between the tenant and the program. They use the landlord to be the buffer that works directly with the tenant and is how they get both partners to sign off on the installation.

On the health side, DNREC funded 100 healthy home assessments in Milford. They have identified 198 homes of which at least 100 assessments will be done. By replacing the inefficient lighting, pipe wrapping and similar work builds the trust factor that allows the next big thing which is the Weatherization Assistance Program. They are Milford and Seaford as templates cities to go in and do the best job possible by leveraging the kind of work they receive through the Lights Program going door to door and building trust.

That enables them to do the intake process which gets them into the pipeline for delivering these weatherization services. This involves a three-year contract of \$1.5 million over a 12-month period, just in Kent and Sussex Counties.

Other programs such as the heating, heating repair, replacement program and the pre-weatherization are yet to be finalized, but should be soon.

They want to leverage off all the program as they go into each city, thus creating a delivery mechanism that uses the resources of each of these programs in the most cost-effective way to make the biggest impact.

Mr. Kistler confirmed they have several bilingual people working with these residents. Three that speak Spanish and two that speak French/Haitian Creole.

Last time they executed an MOU and they would like to do that again. He explained this is a no money proposition coming out of the coffers of the city. The MOU is a good mechanism that really defines and mutually agree on the scope of work and the timeline for which the services are delivered.

They would like to do that gain as a public and durable commitment between two parties. They want to continue working with the police department.

He also emphasized that Milford has one of the gold standard customer service groups in the State of Delaware. They know because they work with customer service everywhere. They want to work closely with them going forward, to be able to help people that are in the bordering on disconnection.

Also, they want to proceed with the Planning Department, adding that Rob Pierce provided a lot of GIS our GIS mapping. They have since purchased a license for the GIS technology and are trained in it. Though they can do more, it would be great to have that access.

Being able to associate with the city's outreach events is extremely important to getting the word out there and also through social media.

They have talked with City Manager Whitfield and had a great exchange. If they can get any kind of hand off or a referral to the multifamily property management groups in Milford, as well as the landlord tenant relationships, will tremendously facilitate their ultimate goal and objective, which is to deliver the services.

He reiterated that the funding for this project is coming from Energized Delaware in the amount of \$336,000 for Fiscal Year 21. They want to use Milford and Seaford as templates to be able to spend that money downstate. They are also working in Wilmington and Middletown as well.

They need a green light from the Mayor and City so they can proceed.

Councilmember Culotta asked for more information about the language Mr. Kistler mentioned was difficult in the first MOU.

Mr. Kistler explained the first MOU was a little unique because it was a split between DEMEC and their green energy funds and how the money was split each time an invoice was created. In addition, there was some language added by the Solicitor, that made sense. It was just getting through that agreement that ended up making them smarter and more sensitive to some of the issues about equal opportunity and things like that.

This will be different because there is no financial ask.

He added that they go door to door, and ask the client to sign the client intake form. That is done three reasons. The client commits in front of them, that they are going to anonymously contact 911 if they see any suspicious activity. Milford's call volume went up as a result and people became much more sensitive to other surroundings.

The second thing was to encourage the neighbors to participate in this program. It's free. And it hopes to improve public safety and reduce their energy burden.

The third one is to attend the workshops. It is signed in front of them which makes it a public enduring commitment. Then there is a sense of obligation to follow through.

Mayor Campbell thanked them and directed them to continue working with the City Manager and the Planning Director.

Mr. Kistler concluded by handing out a commitment. He said the next time they do this, they will have the bilingual people, especially the program manager in this area. She will be doing the presentation instead of him.

There being no further business, the Workshop concluded at 7:16 p.m.

Respectfully submitted,

Terri K. Hudson, MMC
City Clerk/Recorder

City of Milford



TRIBUTE 2020-15

Honoring the Life of Former Mayor Joseph Ronnie Rogers

WHEREAS: *A lifelong resident of the City of Milford, Mayor Joseph Ronnie Rogers first became a public official when he was elected as a Council Representative in April 1972; a seat he held for the next ten years; and*

Recognizing his leadership skills and ability to engage with residents and business owners, in 1982 those same people supported and elected Mayor Rogers to serve in the distinguished role of Mayor of the City of Milford for an unprecedented 15 terms until May 2008 and again in May 2010; and

While this milestone in his political career makes him the longest serving Mayor in the State of Delaware, his real allegiance was always to the people he served and his desire to make Milford the best city in the world; and

Because of serious health concerns, in May 2014, Mayor Rogers made the gut-wrenching decision to step down from the Office, leaving his beloved City a legacy of fiscal responsibility, forward-looking development and strong and able leadership; and

In honor of his immeasurable contributions and milestone, City Council ordered the Council Chambers of Milford City Hall to be permanently named the 'Joseph Ronnie Rogers Council Chambers'; and

During his reign of more than forty years of public service, Mayor Rogers played an integral role in the expansion, development and improvement of this City, numerous buildings and parks, his name engraved on the plaques of almost every public building in this City as a reminder; and

The community is grateful for the visionary leadership of Mayor Rogers, who during his tenure as a public official in Milford, worked with local, state and federal officials to ensure the development, construction and completion of a new Milford Police Department, Carlisle Fire Department, Parks and Recreation Office, Mispillion River Walkway Project, Milford Public Library, Public Works Facility, Greater Milford Business Park/Independence Commons, Downtown Milford Revitalization, City Hall Renovation and vastly improved infrastructure and utilities; and

Preceded in death by daughter Linda and son Kevin, Mayor Rogers sadly passed on August 30, 2020, leaving behind his loving and devoted wife Ruth, son Joseph R. II and Ann Rogers; stepchildren, Kenneth Pennington, Kathy and Greg Page, Debra and Robert Bosco, Pamela and John Mancuso; 14 grandchildren; and 30 great-grandchildren. Also surviving are his adoring sisters Joyce Cline, Barbara Moore and husband Bob, a brother Wayne Rogers and numerous nieces and nephews, all of whom we thank for sharing and allowing him to serve and better this community.

NOW, THEREFORE, BE IT RESOLVED, *that I, Arthur J. Campbell, Mayor of the City of Milford, on behalf of the members of Milford City Council and this community, hereby record its deepest and abiding gratitude and the appreciation of its residents to the Honorable Joseph Ronnie Rogers and his family, for the meritorious service rendered to the City of Milford throughout his triumphant life, thus extending our heartfelt sympathy for the loss of this cherished man who left us all with many wonderful memories. Until we meet again.....*

AND BE IT FURTHER RESOLVED, THIS TRIBUTE, *signed by the Mayor and City Clerk, on behalf of the entire City Council, is hereby presented to the family of the Late Honorable Joseph Ronnie Rogers, as a testament to his untiring efforts, well-earned admiration and friendship by all associated with him.*

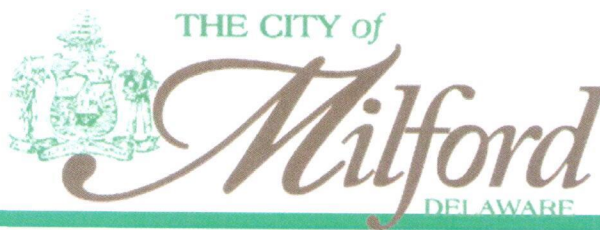
IN WITNESS WHEREOF, *I have hereunto set my hand and caused the Official Seal of the City of Milford, in the State of Delaware, to be affixed this Ninth Day of September in the Year of our Lord 2020.*

Mayor Arthur J. Campbell

City Clerk Teresa K. Hudson



OFFICE OF THE CHIEF OF POLICE
KENNETH L. BROWN
kenneth.brown@cj.state.de.us



400 NE Front Street
Milford Delaware 19963
302.422.8081 Fax 302.424.2330

TO: Mayor and Members of City Council
FROM: Kenneth L. Brown, Chief of Police
DATE: September 8, 2020
RE: Activity Report/August 2020

Monthly Stats:

A total of 327 arrests were made by the Milford Police Department during August 2020. Of these arrests, 112 were for criminal offenses and 215 for traffic violations. Criminal offenses consisted of 6 felonies and 106 misdemeanors. Traffic violations consisted of 36 Special Duty Radar, 7 Drunk-Driving charges, 172 other.

Police officers investigated 46 accidents during the month and issued 77 written reprimands. In addition, they responded to 1152 various complaints including city requests and other agency assistance.

Due to COVID-19 Pandemic stats are extremely lower than normal.

Monthly Activities:

Throughout the month of August, participated in numerous conference calls and virtual meetings in reference the COVID-19 and the Governor's Emergency Order for the State of Delaware. This includes weekly Fire and Police conference calls, calls with the Governor, monthly State and Sussex Chiefs meeting, and Municipalities of Sussex Co. conference call and numerous call with City Government Officials, the City Manager and the public.

Attended Pinning Ceremony for Chief Harvey of the Milton Police Department held on August 5, 2020.

Met with Jalen Powell and Mayor Campbell to discuss police and community relations on August 5, 2020.

Participated in DE Police Chiefs Council Police Reform Meeting held via Zoom on August 6, 2020.

Participated in SALLE/EIDE Grant Meeting via Zoom held on August, 11, 2020

Attended a What's New in Police Vehicles 2021 webinar held at the Police Department on August 17, 2020.

Met with Mayor and Attorney General in Wilmington on August 18, 2020, to discuss the investigation findings of police involved shooting and the release of the investigation report and the body camera footage to the public.

Toured the Wellness Center with the Mayor on August 18, 2020.

Participated in DE Police Chief's meeting in reference to the Law Enforcement Accountability Survey via Zoom held on August 25, 2020.

Training –

One officer attended IALEFA Master Instructor Development Course held in Pittsburg, PA on August 4, 2020 – August 8, 2020.

All Sworn officers were trained on the new AXON Body Cameras and the new Axon Fleet Cameras during the month of August 2020.

All sworn officers were required to complete a Duty to Intercede training course during the month of August 2020.

Most Training outside the department was cancelled for the Month of July 2020 due to the COVID-19 Pandemic. Officers have been assigned required training via webinars throughout the month.

SRO –

S/Cpl. Bloodsworth and S/Cpl. Stanton both attended the "Badges and Basketball" event held in Georgetown. This event was hosted by Schell Brothers, Delaware Elite Hoops, and Got To Be A Better Way Foundation. This was a community unity event that we're already looking forward to participating in next year. The following is an article with more about this event. <https://www.capegazette.com/article/badges-and-basketball-slam-dunk-georgetown/207314>

Sgt. Masten has begun promoting Neighborhood Watch on our social media pages. We have several watches who have been assets to our mission and we hope to expand that to other neighborhoods in the City.

Foot Patrols have continued in August with a concentration in the downtown area and the Mispillion River Walk.

Sgt. Masten, S/Cpl. Bloodsworth, and S/Cpl. Stanton all attended a community cook out at Mispillion Apartments. Sgt. Masten has reached out to several apartment complexes to volunteer out help with similar events since our Milford's Night Out was cancelled this month due to Covid restrictions.

The date for the 2021 Milford's Night Out will be Tuesday, August 3rd.

K9 Unit –

For the month of August 2020 the Milford Police Department K9 unit had the following stats:

K9-1 (Mason)

• Foot Patrols	2
• Building Search	2
• Demo	1
• Area Search	1
• Drug Sniff	1
• Assist Other Agency	1
• No Bite Apprehension	1

K9-2 (Audie)

• Foot Patrols	2
• Building Search	2
• Demo	2
• Area Search	2
• Drug Sniff	2
• Assist Other Agency	0
• No Bite Apprehension	1

Seized Items

Amount

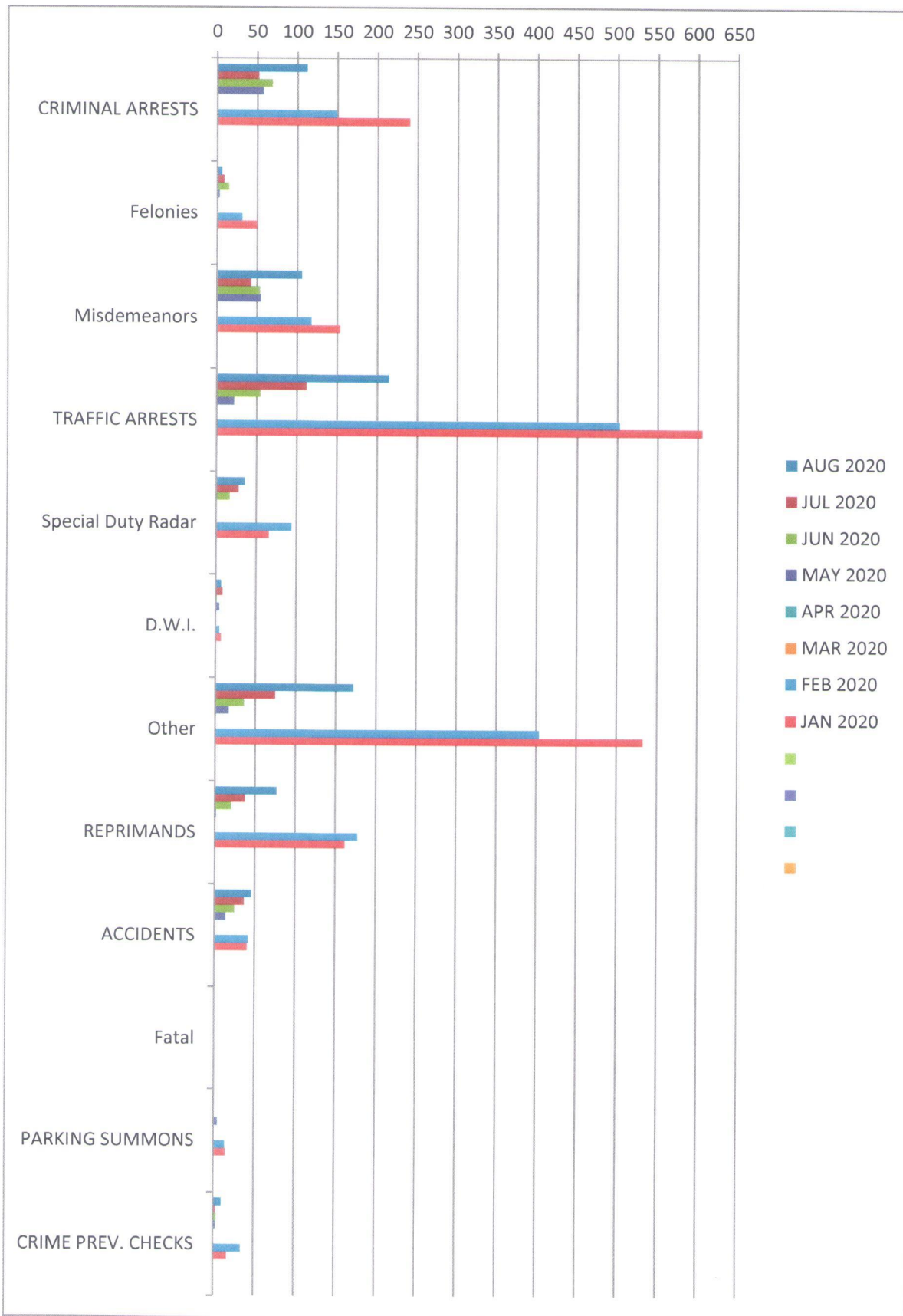
Value

• Other	Drug Paraphernalia
• Marijuana	8.93 grams
• Oxycodone	4 doses

Due to the COVID-19 Pandemic stats for the K9 Unit are lower than usual for the Month of August 2020.

AUG 2020 ACTIVITY REPORT

	AUG 2020	TOTAL 2020	AUG 2019	TOTAL 2019
COMPLAINTS	1152	6722	1381	9903
CRIMINAL ARRESTS	112	680	189	1112
Felonies	6	114	30	168
Misdemeanors	106	530	159	944
TRAFFIC ARRESTS	215	1513	418	3299
Special Duty Radar	36	241	69	528
D.W.I.	7	35	7	57
Other	172	1237	342	2714
REPRIMANDS	77	478	134	967
ACCIDENTS	46	205	56	464
Fatal	1	1	0	0
PARKING SUMMONS	1	35	9	85
CRIME PREV. CHECKS	10	71	18	136
FINES RECEIVED	\$3,612.24	\$ 49,167.57	\$7,347.81	\$ 65,350.92



City Manager's Monthly Update Report

Human Resources Office	August 2019	August 2020	FY20 YTD (07/01/19-08/31/19)	FY21 YTD (07/01/20-Present)
Full Time Employees	120	118	120	118
Part Time/Seasonal Employees	16	3	16	4
Vacant Positions	4	3	4	3
Promotions	1	1	3	1
Information Technology Office	August 2019	August 2020	FY20 YTD (07/01/19-08/31/19)	FY21 YTD (07/01/20-Present)
IT Assistance Offered	No Information Provided			
Finance Department	August 2019	August 2020	FY20 YTD (07/01/19-08/31/19)	FY21 YTD (07/01/20-Present)
Utility Accounts Billed	No Information Provided			
Utility Payments Processed	No Information Provided			
Parks & Recreation Department	August 2019	August 2020	FY20 YTD (07/01/19-08/31/19)	FY21 YTD (07/01/20-Present)
Program Participants	119	0	291	0
Programs Offered	1	0	3	0
Special Events Assisted	0	0	1	0
Planning & Economic Development Department	August 2019	August 2020	FY20 YTD (07/01/19-08/31/19)	FY21 YTD (07/01/20-Present)
<i>Building Inspections & Permitting</i>				
Total Residential Permits Issued	24	47	61	107
Residential Inspections Performed	158	167	325	219
Total Commercial Permits Issued	9	10	15	27
Commercial Inspections Performed	8	16	14	32
<i>Code Enforcement & Licensing</i>				
Code Enforcement Cases Opened	53	37	73	122
Code Enforcement Cases Closed	20	35	38	58
Contractor & Vendor Licenses Issued	22	40	44	76
Rental Licenses Issued	7	23	14	196
Rental Inspections Performed	49	1	299	6
<i>Economic Development</i>				
Economic Development Incentive Applications Received	0	0	0	0
Downtown Development District Applications Received	0	0	2	3
- Private Investment	\$ -	\$ -	\$ 773,400.00	\$ 120,000.00
- State Rebate	\$ -	\$ -	\$ 614,000.00	\$ -
- County Rebate		\$ -	\$ -	\$ -
- Milford Waivers	\$ -	\$ -	\$ 3,188.20	\$ 9,759.50

Public Works Department -August 2020	August 2019	August 2020	FY20 YTD (07/01/19-08/31/19)	FY21 YTD (07/01/20-08/31/20)
Electric Division				
Trouble Service Call	11	14	30	37
Work Orders Completed	21	23	74	54
Outages	11	9	24	17
Poles Replaced	1	9	12	13
After Hours Calls	8	17	23	17
Trees Trimmed	5	16	9	19
Technical Services Division				
New Electric Service Installed/Meter Set	21	22	39	37
New Water Service Installed/Meter Set	17	13	37	26
Electric Meter Replacement	19	5	39	12
Water Meter Replacement	54	31	79	57
Work Orders Completed	784	566	1,498	1,150
After Hours Calls	12	1	16	1
Streets/Utility Division				
Signs Installed/Replaced	23	20	31	35
Curb Miles Swept	260	243	396	455
Sewer Lines Flushed (in feet)	49,000	1,200	63,394	2,380
Sewer Back-up Response	3	4	11	6
Sewer Line Repaired	0	0	0	1
Water Hydrants Flushed	26	70	122	120
Fire Hydrants Replaced/Installed	0	0	2	0
Water Line Repair	2	2	5	7
Water Valves Exercised	0	6	0	34
De-icing Salt Used (tons)	0	0	0	0
Potholes Filled - Cold Patch	27	35	57	65
Potholes Filled/Spray Patch - Gallons Emulsion Used	2	20	10	60
Leaves Collected (Tons)	0	0	0	0
After Hours Calls	10	0	15	0
Crack Sealing (pounds of sealant used)	0	0	120	0
Work Orders Completed	4	33	4	88
Storm Sewer Inlets Cleaned	12	42	32	77
Street Closures/Festivals	1	3	2	9
Engineering Division				
Utility Locates Completed	217	213	518	433
Operations Division				
Fleet Work Orders Completed	46	26	87	69
Fuel Use-Diesel (Gallons)	2,628	2,802	5,319	5,813
Fuel Use-Gas (Gallons)	4,298	4,693	8,645	9,615
Solid Waste & Facilities Division				
Refuse Collected (Tons)	296	363	3,400	363
Recycle Collected (Tons)	66	78	779	78
Yard Waste Collected (Tons)	66	38	679	38
Diversion Percentage (%)	31	32	30	32
Bulk/Brush Collection Requests Completed	82	86	789	86
Containers Delivered	62	63	711	63
Conatiners Serviced (Swap, Replacement, Removed)	20	31	328	31
Water & Waste Water Facilities Division				
Water Treated (Millions of Gallons) 2 Months	9,134,380	93,474,800	673,786,400	678,420,300
Waste Water Transferred (Millions of Gallons) 1 Month	96,031,000	81,840,000	611,818,000	559,502,620
Work Orders Completed		68		133
Pump Stations Cleaned		0		7
After Hours Calls		3		17

Public Works Projects - August 2020	Planning Stage	Bid/PO Award	In Progress	Complete
Electric				
DEL1 Substation Testing			X	
DEL2 Substation Testing			X	
Traffic Signal Head Refurbish. - Church/Walnut/Washngtn	X			
GIS/Mapping - Smart Metering			X	
DEL2 Relay Replacement				X
Riverwalk Light Pole Powdercoat/Retrofit Phase II				X
Wilbur Street Line Reconductor				X
RP3 Application				X
Water				
Install Automated Blow-off Valves				
Protection Upgrades Caulk & 10th Street Towers				
Water Tower Altitude Valve at Caulk Tower		X		
Tenth St Water Treatment Facility Test Well, etc.			X	
Water Trtmnt Monitoring & Process Control Upgrades (4&5)			X	
City-wide Valve & Hydrant Replacement/Improvements				
Standardized Water Treatment Facility Controls	X			
SE 2nd Street Lead Service Line Replacement				X
NE Front Street Water Lines		X		
DNREC Water Allocation Permit			X	
Washington Street WTF Lot Consolidation				
Sewer				
Truitt Avenue PS Groundwater Investigation & Repair			X	
SCADA Instrumentation Upgrades & Integration	X			
Targeted Inflow and Infiltration Investigation & Repair				
SE 2nd Street Sewer Line Replacement				X
Silicato Grinder Pump Installation				X
North Shore Pump Station Hatch Replacement				
Shawnee Acre Pump Station				X
Streets				
Mispillion, McColley, Marshall Streets Reconstruct/Paving		X		
Roosa, Masten, SE 5th St Repaving				X
Plum Street Reconstruct		X		
SE 2nd Street Curb			X	
Fisher Ave		X		
West Street Curb and Sidewalk Project				
Financing for Private Sidewalk Improvements				
Street Resurfacing and Rehabilitation, ADA Ramps				
Installation of ADA Compliant Ramps				
Walnut Street Pedestrian Crossing (Landscaping)			X	
Pennsylvania Street Gutter/Drainage Improvement				X
Truck Turning Study	X			
US 113 Welcome Sign Relocation/Replacement (south end)		X		
Sidewalk Project			X	
Parking				
Buildings				
Council Chambers Recording System Upgrade	X			
Monitors in Council Chambers	X			
City Hall Video Monitoring System Replacement				
City Hall Basement Renovation	X			
PW Breakroom/Lockerroom Renovations				
PW-Warehouse Door Security	X			
PW-Panic Alarms	X			
City Wide-LED Replacement Project			X	
City Hall Exterior Step Repair				X
City Hall-IT Room Fit-Out			X	
Customer Service Video Monitoring System Replacement			X	

Public Works Equipment & Vehicles - August 2020	Planning Stage	Bid/PO Award	In Progress	Complete
Electric				
SCADA/Smart Metering Wall Monitor				X
Replace Fork Lift (WH-1)				X
Replace 2005 Excursion with similar 4x4 vehicle (E-106)				X
Replace 2000 International Line Truck (E-110)				X
Repalce 2005 Ford F-250 Pickup (E-115)			X	
Replace 2003 International Material Handler (E-103)			X	
Technical Services				
Water				
Replace W-16 IR Compressor				
Replace W-8 Ford F450				
Replace W-10 FN 150 Pump & MGS Trailer				
Replace S-5 Kod C70 Dump Truck				X
Replace S-9 GMC Dump with Hook truck				X
Replace W-14 Chevy Astro Van				X
Sewer				
Replace SE-2 Ford F250 Pickup				
Replace S-4 with Hook Truck with Dump/Flatbed & Plow				X
Streets				
Solid Waste				
Replace Refuse Truck SW-12 with Split Body Collection Truck				X
Garage				

Active Developments -August 2020	Plan Review	Utility Mains Installation	Utility Service Line Inspection	Complete
Fork Landing	X	X	X	
Hearthstone Manor I	X	X	X	
Lighthouse Estates	X	X	X	
Willows Phase II	X	X		
Brookstone Trace	X	X	X	
Orchard Hill	X	X	X	
West Shores at New Milford	X	X	X	
Watergate	X			
Walnut Village	X	X	X	
Milford Ponds Phase I	X	X	X	
Hearthstone Manor II				
Milford Ponds Phase II				
Simpson's Crossing	X	X	X	
Cypress Hall Phase I	X	X		
Wichersham	X			
Mispillion Landing	X			
Riverwalk Villas	X			
Windward on the River	X	X	X	
Cypress Hall Phase II	X			
Milford Ponds Phase III	X			
Marina Del				
200 NW Front	X		X	
Hickory Glen	X			
Knights Crossing	X			
Commercial Developments -August 2020	Plan Review	Utility Mains Installation	Utility Service Line Inspection	Complete
Nemours	X			
Nutrien Ag				X
Surf & Turf				
Delaware Veterans Home				
Delaware Rural Water				X
Gator & Associates				
Microtel	X			
DNREC Mosquito Control				
Growmark FS - Redevelopment of Warehouse	X	X		
Mispillion River Brewery				
Milford Wellness Village				
Touch of Italy Business Park				
10th Street Medical Office	X	X		
Beach Babies	X	X		
Bright Nest LLC				
Milford Transfer Station DSWA				
Mavis Discount Tires				
Mid-Delaware Professional				
Milford Ponds Clubhouse	X	X	X	
Kidz Ink	X	X	X	
Windward on the River Commercial				



Financial Reporting Package
As of and For the Period Ended July 31, 2020

Cash & Investment Balance Rollforward
Restricted Cash Reserves Report
Revenue Report with MTD & YTD vs Annual Budget
Expenditure Report with MTD & YTD vs Annual Budget
Interservice Department Cost Allocation

City of Milford, Delaware
Cash and Investment Balance¹ Rollforward
(Formerly Fund Balances Report)
For the Period Ended July 31, 2020

Operating Cash Balances

Description	Opening Balance (Jun 30, 2020)	Receipts	Interest Earned	Disbursements	Closing Balance (Jul 31, 2020)
General Fund	\$ 2,016,121	\$ 1,454,047	\$ 914	\$ (1,373,879)	\$ 2,097,203
Electric Fund	5,010,455	1,928,909	2,138	(2,056,919)	4,884,583
Water Fund	533,209	245,379	284	(139,793)	639,079
Sewer Fund	393,369	342,454	129	(452,781)	283,171
Solid Waste Fund	356,286	101,790	153	(106,157)	352,072
Operating Cash Totals	\$ 8,309,440	\$ 4,072,579	\$ 3,618	\$ (4,129,529)	\$ 8,256,108

Federal, State and Other Special Purpose Cash Balances

Description	Opening Balance (Jun 30, 2020)	Receipts	Interest Earned	Disbursements ²	Closing Balance (Jul 31, 2020)
General Improvement	\$ 453,488	\$ -	\$ 198	\$ -	\$ 453,686
Municipal Street Aid (MSA)	378,189	-	165	-	378,354
Realty Transfer Tax (RTT)	3,310,718	70,446	1,345	(314,955)	3,067,554
Economic Development	103,149	-	-	-	103,149
Special Purpose Cash Totals	\$ 4,245,544	\$ 70,446	\$ 1,708	\$ (314,955)	\$ 4,002,743

Reserve Fund Cash Balances⁴

Description	Opening Balance (Jun 30, 2020)	Receipts	Interest Earned	Disbursements ³	Closing Balance (Jul 31, 2020)
General Fund Capital Reserves	\$ 2,511,000	\$ 6,800	\$ 2,131	\$ (423,829)	\$ 2,096,102
Water Fund Capital Reserves	9,920,435	-	8,419	(4,259)	9,924,595
Sewer Fund Capital Reserves	4,362,161	-	3,703	(363)	4,365,501
Electric Fund Capital Reserves	11,604,602	-	9,848	(685)	11,613,765
Reserve Fund Cash Totals	\$ 28,398,198	\$ 6,800	\$ 24,101	\$ (429,136)	\$ 27,999,963

Impact Fees and Police/General Facilities Cash Balances

Description	Opening Balance (Jun 30, 2020)	Receipts	Interest Earned	Disbursements	Closing Balance (Jul 31, 2020)
Police & General Gov't Facilities	\$ 234,028	\$ 15,725	\$ -	\$ -	\$ 249,753
Water Impact Fee Reserves	3,035,015	54,942	-	-	3,089,957
Sewer Impact Fee Reserves	1,818,297	27,405	-	-	1,845,702
Electric Impact Fee Reserves	844,140	10,800	-	-	854,940
Impact Fees & Police/GF Totals	\$ 5,931,480	\$ 108,872	\$ -	\$ -	\$ 6,040,352

Grand Totals	\$ 46,884,662	\$ 4,258,697	\$ 29,427	\$ (4,873,620)	\$ 46,299,166
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¹Balances reflect banking and investment account statements and are not indicative of funding availability

²\$315m disbursed from the RTT Reserve supported the sidewalk rehabilitation project

³\$413m of the General Fund Reserves was disbursed in support of the reserve-funded officers; the balance was related to prior-year capital true-up

⁴See enclosed Restricted Cash Reserves Report for breakdown of reserve funding commitments

City of Milford, Delaware
Restricted Cash Reserves Report
As of July 31, 2020

General Fund Capital Reserves	Amount
Cash/Investment Balance (Jul 31, 2020) \$	2,096,102
Restricted Funds:	
FY'19 Approved with Budget	(50,000)
FY'19 Capital - Council Approved	(55,830)
FY'20 Approved with Budget	(243,735)
FY'20 Capital - Council Approved	(7,564)
FY'21 Approved with Budget	(797,597)
FY'21 Capital - Council Approved	(4,500)
Funding for 5 Police Officers - Yr 3	(436,800)
Hold for Future Fund Balance Policy ²	-
Hold for Future Asset Replacement	-
Uncommitted Reserve Balance \$	500,076

Electric Fund Capital Reserves	Amount
Cash/Investment Balance (Jul 31, 2020) \$	11,613,765
Restricted Funds:	
SCADA / Smart Metering Wall	(100,000)
International Line Truck (E110)	(275,000)
FY'19 Budgeted Capital	(297,150)
FY'20 Budgeted Capital	(466,400)
Early Redemption of Bond (1/1/22)	(1,060,000)
Cost of Service: Min Cash Req'mt	(4,816,739)
Hold for Future Asset Replacement	-
Uncommitted Reserve Balance \$	4,598,476

Water Fund Capital Reserves	Amount
Cash/Investment Balance (Jul 31, 2020) \$	9,924,595
Restricted Funds:	
NW & NE Front Street Waterline	(135,285)
Public Works - HVAC Project ¹	(6,601)
Streets 2020 Utility Engineering	(17,438)
SE Second Street - Lead Gooseneck	(495,776)
Two Test Wells - 10th Street	(80,000)
Automated Blow-Off Valves	(48,628)
International Truck w/Hooklift	(151,904)
Mispillion Street Group	(139,328)
Front Street Water Lines	(1,500,000)
Cost of Service: Min Cash Req'mt	(2,433,832)
Hold for Future Asset Replacement	-
Uncommitted Reserve Balance \$	4,915,804

Municipal Street Aid Reserves	Amount
Cash/Investment Balance (Jul 31, 2020) \$	378,354
Projected Receipts through FY'21:	273,135
Restricted Funds:	
Mispillion Street Group	(434,440)
Street Improvement Plan: 2020	(133,000)
Street Improvement Plan: 2019	(72,000)
Balance of Fisher, Plum, Masten, etc	(1,094)
Balance of Lovers Lane Project	(3,125)
Restricted for Bridge Improvements	(6,552)
Hold for Future Asset Replacement	-
Uncommitted Reserve Balance \$	1,279

Sewer Fund Capital Reserves	Amount
Cash/Investment Balance (Jul 31, 2020) \$	4,365,501
Restricted Funds:	
Service Vehicle - Ford F250	(35,000)
Public Works - HVAC Project ¹	(6,601)
Hook/Dump Truck with Plow	(211,795)
I&I Engineering Study	(15,101)
SE Second Street - Sewer Main	(150,000)
DNREC Surface Water Grant	(50,000)
Mill Street - Line Rerouting	(13,733)
Streets 2020 Utility Engineering	(17,438)
Mispillion Street Group	(28,618)
Cost of Service: Min Cash Req'mt	(3,562,637)
Hold for Future Asset Replacement	-
Uncommitted Reserve Balance \$	274,578

Realty Transfer Tax Reserves	Amount
Cash/Investment Balance (Jul 31, 2020) \$	3,067,554
Projected Receipts through FY'21:	611,000
Restricted Funds:	
Transfer to Police Dept	(500,000)
Sidewalk Project Funding	(140,000)
Mispillion Street Group	(80,000)
Hold for Future Asset Replacement	-
Uncommitted Reserve Balance \$	2,958,554

¹HVAC & Breakroom projects are complete, but residual invoices and retainage remain

²The Finance Department will develop a minimum cash balance recommendation for Mayor & Council consideration

City of Milford, Delaware
Revenue Report: MTD and YTD Actual vs Annual Budget
For the YTD Period Ended July 31, 2020

8.3% of Year Elapsed

Account / Function	FY'21 Budget, as Approved	MTD Actual	YTD Actual	YTD Actual as % of Annual Budget
General Fund:				
Economic Development Fund	\$ 70,860	\$ -	\$ -	0.0%
General Fund Reserves	813,099	27,917	27,917	3.4%
General Fund Reserves - New Officers	436,800	36,400	36,400	8.3%
Realty Transfer Tax - Police	500,000	41,667	41,667	8.3%
Real Estate Tax	4,316,000	2,812	2,812	0.1%
Business License	50,000	3,570	3,570	7.1%
Rental License	100,000	8,700	8,700	8.7%
Building Permits	250,000	27,553	27,553	11.0%
Planning & Zoning	47,000	900	900	1.9%
Grasscutting Revenue	16,000	1,333	1,333	8.3%
Police Revenues	484,375	71,386	71,386	14.7%
Misc. Revenues	490,800	31,440	31,440	6.4%
Transfers In	3,486,525	290,543	290,543	8.3%
Total General Fund Revenue	\$ 11,061,459	\$ 544,221	\$ 544,221	4.9%
Enterprise Funds:				
Water Fund Revenues	\$ 2,984,930	\$ 299,130	\$ 299,130	10.0%
Sewer Fund Revenues	2,528,345	233,511	233,511	9.2%
Kent County Sewer	1,900,000	183,821	183,821	9.7%
Solid Waste Fund Revenues	1,314,770	110,417	110,417	8.4%
Electric Fund Revneues	24,310,398	2,384,033	2,384,033	9.8%
Total Enterprise Fund Revenue	\$ 33,038,443	\$ 3,210,912	\$ 3,210,912	9.7%
Other Enterprise Expense		(329)	(329)	
Other Enterprise Revenue		-	-	
Total General & Enterprise Fund Revenue	\$ 44,099,902	\$ 3,754,804	\$ 3,754,804	8.5%
LTD Carlisle Fire Company Building Permit Fund			\$ 540,993	

City of Milford, Delaware
Expenditure Report: MTD and YTD Actual vs Annual Budget
For the YTD Period Ended July 31, 2020

						8.3% of Year Elapsed
	Fund / Account / Divisional Groupings	FY'21 Budget, as Approved	MTD Actual	YTD Actual	YTD Actual as % of Annual Budget	Unexpended Balance
2	General Fund					
3	City Administration					
4	Personnel	\$ 623,686	\$ 33,070	\$ 33,070	5.3%	\$ 590,616
5	Operation & Maintenance (O&M)	191,289	8,323	8,323	4.4%	182,966
6	Capital	-	-	-		-
7	Subtotal: City Administration	814,975	41,393	41,393	5.1%	773,582
8	Planning & Zoning					
9	Personnel	158,111	8,353	8,353	5.3%	149,758
10	O&M	82,647	3,887	3,887	4.7%	78,760
11	Capital	-	-	-		-
12	Subtotal: Planning & Zoning	240,758	12,240	12,240	5.1%	228,518
13	Code Enforcement & Inspections					
14	Personnel	288,296	15,530	15,530	5.4%	272,766
15	O&M	91,722	4,582	4,582	5.0%	87,140
16	Capital	32,000	-	-	0.0%	32,000
17	Subtotal: Code Enforcement & Inspections	412,018	20,112	20,112	4.9%	391,906
18	Council					
19	Personnel	32,295	1,507	1,507	4.7%	30,788
20	Legal	45,000	-	-	0.0%	45,000
21	City Hall Building Expense	30,014	2,501	2,501	8.3%	27,513
22	Insurance	20,400	5,533	5,533	27.1%	14,867
23	Christmas Decorations	7,000	-	-	0.0%	7,000
24	Council Expense	34,200	8,669	8,669	25.3%	25,531
25	Employee Recognition	28,000	-	-	0.0%	28,000
26	Codification	15,000	3,334	3,334	22.2%	11,666
27	Carlisle Fire Company	140,000	-	-	0.0%	140,000
28	Museum	30,000	30,000	30,000	100.0%	-
29	Downtown Milford, Inc.	45,860	45,860	45,860	100.0%	-
30	Milford Public Library	25,000	25,000	25,000	100.0%	-
31	Economic Development	2,000	-	-	0.0%	2,000
32	Armory Expenses	9,000	1,774	1,774	19.7%	7,226
33	Kent Economic Partnership	30,000	-	-	0.0%	30,000
34	Election - Wages	6,000	-	-	0.0%	6,000
35	Election - Supplies	2,000	-	-	0.0%	2,000
36	Ladybug Festival	60,000	-	-	0.0%	60,000
37	Subtotal: Council	561,769	124,178	124,178	22.1%	437,591

City of Milford, Delaware
Expenditure Report: MTD and YTD Actual vs Annual Budget
For the YTD Period Ended July 31, 2020

				8.3% of Year Elapsed	
	Fund / Account / Divisional Groupings	FY'21 Budget, as Approved	MTD Actual	YTD Actual	YTD Actual as % of Annual Budget
					Unexpended Balance
38	Finance				
39	Personnel	504,476	23,750	23,750	4.7%
40	O&M	86,400	5,371	5,371	6.2%
41	Capital	-	-	-	-
42	Subtotal: Finance	590,876	29,121	29,121	4.9%
43	Information Technology				
44	Personnel	274,394	8,745	8,745	3.2%
45	O&M	276,418	15,934	15,934	5.8%
46	Capital	62,000	17,486	17,486	28.2%
47	Subtotal: Information Technology	612,812	42,165	42,165	6.9%
48	Police Department				
49	Personnel	4,969,864	263,372	263,372	5.3%
50	O&M	724,875	79,642	79,642	11.0%
51	Capital	105,700	-	-	0.0%
52	Subtotal: Police Department	5,800,439	343,014	343,014	5.9%
53	Streets & Grounds Division				
54	Personnel	353,451	18,310	18,310	5.2%
55	O&M	440,195	25,445	25,445	5.8%
56	Capital	-	-	-	-
57	Subtotal: Streets & Grounds Division	793,646	43,755	43,755	5.5%
58	Parks & Recreation				
59	Personnel	550,946	26,123	26,123	4.7%
60	O&M	368,020	32,428	32,428	8.8%
61	Capital	265,500	5,500	5,500	2.1%
62	Subtotal: Parks & Recreation	1,184,466	64,051	64,051	5.4%
63	Total General Fund Expenditures	\$ 11,011,759	\$ 720,029	\$ 720,029	6.5%
					\$ 10,291,730

City of Milford, Delaware
Expenditure Report: MTD and YTD Actual vs Annual Budget
For the YTD Period Ended July 31, 2020

8.3% of Year Elapsed

	Fund / Account / Divisional Groupings	FY'21 Budget, as Approved	MTD Actual	YTD Actual	YTD Actual as % of Annual Budget	Unexpended Balance
64	Enterprise Funds:					
65	Water Division					
66	Personnel	\$ 319,598	\$ 16,718	\$ 16,718	5.2%	\$ 302,880
67	O&M	1,542,611	117,566	117,566	7.6%	1,425,045
68	Capital	757,445	-	-	0.0%	757,445
69	Debt Service	365,275	-	-	0.0%	365,275
70	Subtotal: Water Division	2,984,929	134,284	134,284	4.5%	2,850,645
71	Sewer Division					
72	Personnel	307,738	16,127	16,127	5.2%	291,611
73	O&M	1,814,277	102,553	102,553	5.7%	1,711,724
74	Capital	-	-	-	-	-
75	Debt Service	406,330	17,961	17,961	4.4%	388,369
76	Subtotal: Sewer Division (excl. Kent County)	2,528,345	136,641	136,641	5.4%	2,391,704
77	Kent County Sewer	1,900,000	183,821	183,821	9.7%	1,716,179
78	Subtotal: Sewer Division (Comprehensive)	4,428,345	320,462	320,462	7.2%	4,107,883
79	Solid Waste Division					
80	Personnel	315,705	17,019	17,019	5.4%	298,686
81	O&M	999,065	120,480	120,480	12.1%	878,585
82	Capital	-	-	-	-	-
83	Subtotal: Solid Waste Division	1,314,770	137,499	137,499	10.5%	1,177,271
84	Subtotal: Water, Sewer & Solid Waste	8,728,044	592,245	592,245	6.8%	8,135,799
85	Electric Division					
86	Personnel	1,135,845	59,527	59,527	5.2%	1,076,318
87	O&M	2,605,859	221,045	221,045	8.5%	2,384,814
88	Transfer to General Fund	2,500,000	208,333	208,333	8.3%	2,291,667
89	Capital	947,529	36,414	36,414	3.8%	911,115
90	Debt Service	321,165	-	-	0.0%	321,165
91	Subtotal: Electric Division (excl. Power)	7,510,398	525,319	525,319	7.0%	6,985,079
92	Power Purchased	16,800,000	1,741,506	1,741,506	10.4%	15,058,494
93	Subtotal: Electric Division (Comprehensive)	24,310,398	2,266,825	2,266,825	9.3%	22,043,573
94	Total Enterprise Fund Expenditures	\$ 33,038,442	\$ 2,859,070	\$ 2,859,070	8.7%	\$ 30,179,372
95	Grand Total Operating Budget	\$ 44,050,201	\$ 3,579,099	\$ 3,579,099	8.1%	\$ 40,471,102

City of Milford, Delaware
Interservice Department Expenditures: MTD and YTD Actual vs Annual Budget
For the YTD Period Ended July 31, 2020

8.3% of Year Elapsed

Account / Divisional Groupings	FY'21 Budget	MTD Actual	YTD Actual	YTD Actual as % of Annual Budget	Unexpended Balance
Interservice Departments					
Garage					
Personnel	\$ 94,751	\$ 5,357	\$ 5,357	5.7%	\$ 89,394
Operation & Maintenance (O&M)	120,672	8,153	8,153	6.8%	112,519
Capital	-	-	-		-
Subtotal: Garage	215,423	13,510	13,510	6.3%	201,913
Public Works					
Personnel	727,522	29,306	29,306	4.0%	698,216
O&M	270,155	11,989	11,989	4.4%	258,166
Capital	216,773	-	-	0.0%	216,773
Subtotal: Public Works	1,214,450	41,295	41,295	3.4%	1,173,155
Tech Services					
Personnel	249,059	12,851	12,851	5.2%	236,208
O&M	445,181	40,225	40,225	9.0%	404,956
Capital	-	-	-		-
Subtotal: Tech Services	694,240	53,076	53,076	7.6%	641,164
Billing & Collections					
Personnel	662,726	32,932	32,932	5.0%	629,794
O&M	282,655	22,865	22,865	8.1%	259,790
Capital	49,500	-	-	0.0%	49,500
Subtotal: Billing & Collections	994,881	55,797	55,797	5.6%	939,084
City Hall Cost Allocation					
O&M	70,620	2,828	2,828	4.0%	67,792
Capital	-	-	-		-
Subtotal: City Hall Cost Allocation	70,620	2,828	2,828	4.0%	67,792
Interdepartmental Cost Allocation	\$ (3,189,614)	\$ (166,506)	\$ (166,506)	5.2%	\$ (3,023,108)
Net Interdepartmental Costs ¹	\$ -	\$ -	\$ -		\$ -

¹All costs reported here are allocated to and entirely funded by the various departments that use the services provided internally by these shared departments.

City of



Dover

OFFICE OF THE MAYOR



August 17, 2020

Mayor Arthur J. Campbell
City of Milford
201 South Walnut Street
Milford DE 19963

Dear Mayor Campbell:

I hope this letter finds you and yours well. I am writing this letter of appreciation for sending crews to assist the City of Dover to restore essential power to our citizens. The aftermath of the tornado was devastating to our electrical distribution system. In our time of need, your quick response to send support to assist our electric workers and other visiting crews, allowed the restoration of that system to happen quickly and safely.

On behalf of the City of Dover, thank you again for your assistance and please know that we are here to assist you in any way that we can.

Best Regards,

A handwritten signature in black ink, appearing to read "Robin R. Christiansen".

Robin R. Christiansen
Mayor, City of Dover



Sussex County Association of Towns

37 The Circle, Georgetown, Delaware 19947

S.C.A.T. Dinner for Wednesday, October 7, 2020

Town of Bethany Beach

Town of Bethel

Town of Blades

Town of Bridgeville

Town of Dagsboro

Town of Delmar

Town of Dewey Beach

Town of Ellendale

Town of Fenwick Island

Town of Frankford

Town of Georgetown

Town of Greenwood

Town of Henlopen Acres

Town of Laurel

City of Lewes

City of Milford

Town of Millsboro

Town of Millville

Town of Milton

Town of Ocean View

City of Rehoboth Beach

City of Seaford

Town of Selbyville

Town of Slaughter Beach

Town of South Bethany

Sussex County Council

LOCATION: Seaford Volunteer Fire Hall
302 E King Street
Seaford, DE 19973

TIME: 6:00 pm – Cash Bar
6:30 pm – Dinner

HOST: City of Seaford

SPEAKER: Candidates Night

COST: \$25.00 per person

MENU: Chicken Cordon Bleu
Macaroni and Cheese
Pacific Blend
Tossed Salad
Assorted Deserts

***** Face coverings are required and will need to be worn at all times except when sitting at your table. This will be a plated dinner and seating will be limited *****

PLEASE RSVP TO CHRISTINE NO LATER THAN

09/16/20



Date: September 11, 2020

To: Mayor and City Council

From: Mark A. Whitfield, City Manager

Re: Clarke Avenue Realty, LLC Economic Incentive Agreement and Electric Service Agreement

Enclosed with the packet for Council consideration is an Economic Incentive Agreement and an Electric Service Agreement for Clarke Avenue Realty LLC, (Nationwide Healthcare) owners and operators of the former Milford Memorial Hospital.

The Economic Incentive Agreement provides support for the Nationwide venture in the redevelopment of the former Milford Memorial Hospital at 21 West Clarke Avenue. The agreement provides incentives for both job creation by providing for a reduction in water and sewer impact fees, provided that construction is completed within three years. However, because of the present pandemic, there are provision in the Code that allow the time deadline to be extended by the City Manager and/or City Council. Additionally, the Economic Incentive Agreement includes a City real estate tax abatement for ten (10) years for all unleased/unused portions of the former hospital building. The tax abatement for the entire hospital will be for a minimum of two years, commencing on the date of acquisition, and any leased/used portions of the hospital will have an additional abatement for one year, commencing on the date of the lease/use.

As part of the Agreement, Nationwide will withdraw their 2019 appeal on the assessed tax value of the former hospital. The Economic Incentive Agreement is for the 21 West Clarke Avenue property only (former hospital building), and does not include any of the ancillary properties/buildings included in the sale from Bayhealth to Nationwide.

Because of the large electrical load, the City typically enters into an Electric Service Agreement with such customers. The Electric Service Agreement proposed for Clarke Avenue Realty, LLC (Nationwide Healthcare) mirrors the agreement executed with Bayhealth for the new hospital.

Recommendation: Staff recommends Council authorize the execution of the Clarke Avenue Realty, LLC Economic Incentive Agreement and the Electric Service Agreement.

ECONOMIC INCENTIVE AGREEMENT

This Economic Incentive Agreement (hereinafter "Agreement") is hereby entered into this _____ day of _____, 2020 by and between the **City of Milford**, a political subdivision of the State of Delaware with an address of 201 South Walnut Street, Milford, DE 19963 (hereinafter the "City") and Clarke Avenue Realty, LLC (hereinafter the "Incentive Beneficiary").

WHEREAS, the Incentive Beneficiary is the owner of that certain parcel of land located at 21 W. Clarke Avenue, Milford, Delaware 19963 being Sussex County Tax Parcel No. 130-3.08-60.00 (hereinafter referred to as "the Property"); and

WHEREAS, the Property is critically located such that any extended vacancy of the existing commercial buildings would be a significant detriment to the City; and

WHEREAS, the prior owner of the Property did not pay property taxes as a non-profit and the successful redevelopment of this Property will ultimately create new tax revenue for the City; and

WHEREAS, the Incentive Beneficiary has committed to making capital expenditures in excess of \$18 million for the construction and renovation of service-oriented commercial space resulting in the creation of at least 200 full-time equivalent jobs by tenants of the Property; and

WHEREAS, subject to certain terms and conditions, the City has agreed to offer certain incentives to encourage and facilitate the redevelopment of the Property and the related job creation, including waiving certain fees pursuant to those provisions outlined in Chapter 19, Economic Development and Redevelopment, § 19-10, Citywide Job Creation and Capital Investment Program of the City of Milford Code (hereinafter "§ 19-10") and property tax abatement in accordance with this Agreement.

NOW THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **IMPACT FEE WAIVERS:**

A. In order to promote the City's goals of encouraging economic development and the creation of jobs within the City, the City, under the authority of § 19-10, agrees to offer the Incentive Beneficiary a one-time waiver of the following City impact fees associated with Capital Investment as outlined in § 19-10(C)(1)(b) for the construction of commercial buildings:

- i. Water Impact Fee – 30 EDUs
- ii. Sewer Impact Fee – 30 EDUs

B. In order to promote the City's goals of encouraging economic development and the creation of jobs within the City, the City, under the authority of § 19-10, agrees to offer the Incentive Beneficiary one-time waiver of the following City impact fees associated with Job Creation as outlined in § 19-10(C)(1)(a):

- i. Water Impact Fee – 10 EDUs
- ii. Sewer Impact Fee – 10 EDUs

2. TAX ABATEMENT:

A. A tax abatement, as described herein, shall be granted in each year of the abatement period on (i) the Property and (ii) all improvements constructed on the Property as follows:

- i. The tax abatement shall be for a period of ten (10) years beginning on June 7, 2019 (the "Abatement Term").
- ii. For the first two (2) years of the Abatement Term, the tax abatement rate under this Agreement shall be one hundred percent (100%) of the assessed value of the Property (the "Abatement Rate") as said value is reflected on the tax assessment rolls of the City of Milford as of the date of this Agreement.
- iii. The Abatement Rate shall be reduced each year beginning in year three (3) of the Term by such percentage equivalent to the square feet of space occupied by tenants at the Property for the year immediately prior (as evidenced by receipt of a certificate of occupancy from the City of Milford) divided by 266,000 square feet. In the case of space occupied by the 150-bed skill care nursing home facility, the certification and licensure of beds, in addition to the receipt of a certificate of occupancy, shall be required to reduce the Abatement Rate as provided herein. For example, if, as of the end of Year 2 of the Abatement Term, certificates of occupancy accounting for 100,000 square feet of space have been issued by the City of Milford, including 25,000 square feet where the skilled care nursing home beds designated for that space have also been certified and licensed by the State of Delaware, the Abatement Rate for Year 3 shall be 62.4%.
- iv. The Abatement Rate shall be modified in each subsequent year of the Abatement Term based upon the formula set forth in Section 2(A)(iii).
- v. Any property taxes assessed on the Property prior to the Abatement Term but after the acquisition of the Property by the Incentive Beneficiary are hereby abated.
- vi. Incentive Beneficiary accepts the assessed value of the Property as of the date of this Agreement and will not appeal that assessed value.
- vii. Incentive Beneficiary acknowledges that the assessed value of the Property shall in all probability increase as improvements to the Property are made. Any appeals of the reassessed value shall be limited to the increased value in excess of the assessed value on the date of this Agreement.
- viii. The appeal of the assessed value of the Property for tax year 2019-2020 shall be withdrawn by Incentive Beneficiary.

3. ECONOMIC INCENTIVES:

A. The economic incentives provided under this Agreement are subject to the following conditions:

- i. In accordance with § 19-10(C)(1)(d)(iii), commercial renovations and construction must be completed on or before June 30, 2022 ("Deadline"). In the event the Incentive Beneficiary fails to complete renovations/construction, has not made a timely request for an extension pursuant to § 19-10(C)(1)(e) for delays beyond its control and received approval of said request, and does not have the resulting businesses open and operational by the Deadline, all incentives provided for under Section 1(A) and 1(B) shall become null and void, and all such fees and assessments shall immediately become due and payable by the Incentive Beneficiary to the City; and
- ii. In the event the full-time equivalent jobs are not achieved within the Deadline and retained for a minimum of three (3) years after the achievement date, the Abatement Rate shall become null and void and all such assessments shall immediately become due and payable by the Incentive Beneficiary to the City.
- iii. Upon at least forty-eight (48) hours' notice, the City may conduct periodic payroll audits to determine compliance with this job creation requirement. The Incentive Beneficiary expressly agrees to provide the City with access to its payroll records, as well as any other financial records the City may need to examine, in order to make the foregoing determination. Upon written request, The Incentive Beneficiary shall also provide other documentation sufficient to satisfy the City Manager or designee of said compliance. Each year on the anniversary of this Agreement, the Incentive Beneficiary shall further provide annual reports and certification to the City to ensure that it remains compliant with the terms hereof and the impact fee waiver. To the extent records from tenants of the Property are necessary to measure compliance with these provisions; the Incentive Beneficiary will exercise its best efforts to timely secure such records for the City.
- iv. The economic incentives provided under Section 1(A) and 1(B) of this Agreement are one-time incentives only and shall only apply to the impact fees associated with the one-time Capital Investment for the construction/renovation of Property.

4. TERM: The term of this Agreement shall commence upon all parties' execution hereof and shall terminate ten (10) years from June 7, 2019.

5. NON-WAIVER: The City's failure to require the Incentive Beneficiary's strict performance of any covenant, agreement, term or condition herein or to exercise any right or remedy upon a breach of this Agreement shall not constitute a waiver of any such breach or of any other covenant, agreement, term or condition. No waiver of any breach shall affect or alter any other covenant, agreement, term and condition of this Agreement, which shall continue in full force and effect with respect to any other then existing or subsequent breach.

6. ASSIGNMENT: The Incentive Beneficiary may not assign this Agreement to any third party, including an artificial entity owned or operated in whole or in part by the Incentive Beneficiary, or any successors in interest, without the written consent of the City, such consent not to be unreasonably withheld, conditioned or delayed.

7. DEFAULT AND TERMINATION:

- A. Acts of default under the terms of this Agreement shall include, but not be limited to, the following:
 - i. Failure to do any act required by this Agreement;
 - ii. The commission of any act prohibited by the terms of this Agreement;
 - iii. The occurrence of any other act of default identified elsewhere in this Agreement;
 - iv. Any act prohibited by law that materially impacts this Agreement.
- B. In the event of an act of default, the City shall provide the Incentive Beneficiary with written notice of said default and the opportunity to cure within ten (10) days of receipt of said notice, except in the case of a violation of Section 7(A)(iv) in which case it shall be cause for immediate termination of this Agreement without notice or opportunity to cure. The Incentive Beneficiary's failure to cure the default within ten (10) days following the receipt of the notice shall result in the immediate termination of this Agreement.

8. ANTI-DISCRIMINATION: The Incentive Beneficiary warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, national origin, disability, familial status, source of income, sex, creed, marital status, age, gender identity or sexual orientation.

9. GENERAL PROVISIONS:

- A. Entire Agreement: This Agreement constitutes the entire agreement and understanding between the parties and supersedes any prior agreement and understanding related to the subject matter of this Agreement. This Agreement may be modified or amended only by written instrument duly executed by the parties.
- B. Word Gender or Number. The singular of any word may denote two (2) or more, the plural one (1) alone, and words of one gender may denote another gender whenever appropriate under the circumstances.
- C. Counterparts; Electronic Signatures. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one in the same instrument. Electronic signatures and photocopies or facsimile copies of signatures shall be deemed to have the same force and effect as originals.
- D. Notices. Any notices or communication required or permitted hereunder shall be sufficiently given when sent by first class mail, postage prepaid, to the address above stated or such other address as shall hereafter be given to the parties by each other in writing.
- E. Survivorship. All warranties, covenants, representations and guarantees (collectively "representations") contained herein shall survive the expiration of this Agreement and any documents the parties may execute in relation hereto. By entering this Agreement, the parties are relying on said representations and in any other writing delivered pursuant to this Agreement and not upon any representations, promises or information, written or oral, made by any person other than as specifically set forth herein.

- F. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.
 - G. Headings. Headings are for convenience only and shall not to any extent have the effect of modifying, amending, interpreting or changing the express terms and provisions of this Agreement.
 - H. Severability. In the event any provision of this Agreement is found unenforceable, the remaining provisions shall nevertheless be binding with the same effect as though the void part had been deleted.
10. RECORDATION: The parties agree that this Agreement shall not be recorded.
11. APPROVAL: This Agreement is subject to approval by City Council for the City of Milford.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY.
SIGNATURE PAGE TO FOLLOW.]

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

CITY OF MILFORD

Attest/Teresa K. Hudson
City Clerk

By: Arthur J. Campbell
Mayor

City Seal

Sworn to and subscribed before me this ____ day of _____, 2020.

Notary Public

Date Commission Expires

CLARKE AVENUE REALTY, LLC

Attest/

Corporate Seal

Printed Name: Meir Gelley

Title: Chief Executive Officer

Sworn to and subscribed before me this ____ day of _____, 2020.

Notary Public

Date Commission Expires

ELECTRIC SERVICE AGREEMENT

This ELECTRIC SERVICE AGREEMENT ("ESA" or "Agreement") is entered into as of September 15, 2020 by and between the **City of Milford, Delaware**, a Municipal Corporation organized under the laws of the State of Delaware (hereinafter, "Utility") and **Clarke Avenue Realty, LLC** (hereinafter "Customer").

WHEREAS, Utility owns, maintains, and operates an electric system for transmission and distribution within its city boundaries; and

WHEREAS, the Customer is a large electric customer of Utility and accounts for a significant portion of Utility's electric revenues; and

WHEREAS, Utility agrees to sell and Customer agrees to purchase electric capacity and energy in accordance with the terms and conditions of this Agreement including the appendices and tariffs, all of which are attached hereto and made a part hereof;

NOW THEREFORE, in consideration of these premises and the mutual promises set forth herein, Utility and Customer ("the Parties", or individually "Party"), each intending to be legally bound, hereby agree to the following:

1. The initial term of this Agreement is for five (5) years, commencing on September 29, 2020. At the conclusion of the initial term, the Agreement and all of its terms and conditions shall continue in effect for successive terms of five (5) years unless terminated by either party giving notice of termination in writing to the other, such notice to be given at least three (3) years prior to the date of termination of the initial term of any extension thereof.
2. During the term of this Agreement and any extensions thereof, Utility agrees to sell and provide to Customer and Customer agrees to purchase from Utility in accordance with the provisions of this Agreement all of Customer's requirements for electric energy, except that permitted in paragraphs 12 and 13 of this agreement, at its facilities now or hereafter located within the boundaries of Utility as they now exist or may hereafter be altered or at such other facilities located outside the boundaries of Utility pursuant to the mutual agreement of the parties.
3. The electric energy furnished Customer shall be delivered by Utility at the delivery points and voltage levels that are mutually agreed to in writing by both parties, and at such additional points and different voltage levels as the parties may mutually agree upon hereafter.

4. If, for the purposes of reliability and firm electric service, Utility determines that it is necessary to change, add, or remove any of Customer's delivery points to provide and maintain an adequate and firm power supply to Customer, Customer will not object to such changes, additions, or deletions.
5. During the term of this Agreement and any extensions thereof, Utility shall bill Customer for such electric energy monthly on or about the fifteenth day of each month at the rates set forth in Appendix A attached hereto and made a part hereof, except as otherwise provided in this Agreement. Such monthly bills are due upon receipt.
6. Upon a request from Customer, Utility will make available to Customer the data, records, and calculations relating to Utility's billings for power supply to Customer. Utility will be required to retain such data, records, and calculations for at least three years.
7. Utility agrees that it will not, during the term of this Agreement or any extension thereof, increase or change the demand and energy charges applicable to Customer which are set forth in Appendix A hereto, except as follows:
 - (A) Whenever the wholesale rates for electric energy which Utility is required to pay any other power supplier under their tariff(s) or contract(s) filed with the Federal Energy Regulatory Commission or any other authority having jurisdiction over Utility's wholesale power rates, should increase or decrease, the rates charged Customer shall be adjusted as hereinafter provided.
 - (B) Whenever Utility elects to increase or decrease the retail rates charged to its electric customers so that its total electric revenues are either increased or decreased thereby, the rates charged Customer will be adjusted accordingly.
8. If, from time to time in the future, Utility should adopt any rate classification for which Customer would be eligible, and the new rate classification would result in lower electric charges to Customer than those imposed by this Agreement, Customer may elect to be served and billed under such rate classification. The decision to change the rate classification pursuant to this article is Customer's responsibility and Customer shall communicate its decision to change the rate classification to Utility. Such changes may necessitate the renegotiation of other terms in this agreement.
9. During the term of this Agreement and any extension thereof, the electric rates charged Customer shall be determined solely in accordance with the terms of this Agreement, and any electric tariffs adopted by Utility which are not consistent with

this Agreement and which are not charged to other commercial customers with similar usage demands, shall not be binding upon Customer.

10. If Utility is required to make substantial addition(s) to its electric system during the term of this Agreement because of the construction of new facilities by Customer, the Parties agree to consider any necessary modifications of this Agreement including the rates charged to Customer which take such addition(s) into account.
11. Customer agrees to jointly evaluate with Utility the feasibility of any and all peak shaving, load shifting, load control, and load management mechanisms during the term of this Agreement. If it is determined that the installation of load management mechanisms by Customer is beneficial to the Parties, the parties agree to collaborate on installation and operation of said systems.
12. Customer shall not install its own power generating facility or participate in the operation and/or ownership of any generating facility without an explicit written approval from Utility.
13. Notwithstanding Customer's obligation to purchase all electric power requirements from Utility, as incorporated in paragraph 2 above, Customer may install standby emergency power supply generators and operate said generators during emergencies.
14. Utility will continue to work with Customer to assure a reliable power supply service to Customer. In furtherance of that end, Customer shall promptly convey to Utility any anticipated increase or decrease in its power supply requirements as soon as they become known to Customer in order to facilitate Utility's planning to meet such power requirements.
15. Force Majeure:
 - (a) Definition of Force Majeure: "Force Majeure" shall mean a cause or event that actually and proximately prevents a Party, in whole or in part, from performing any of its obligations under this ESA including, acts of God; unusually severe actions of the elements or severe weather such as floods, earthquake, hurricanes or tornadoes; war; sabotage, acts or threats of terrorism; riots or public disorders; and actions or failures to act of any governmental authority to the extent preventing or delaying the performance of the Party claiming Force Majeure; or any other event beyond the reasonable control of the Party claiming Force Majeure, whether or not foreseeable, but only to the extent the Party claiming Force Majeure is unable to prevent, avoid or overcome such event through the exercise of commercially reasonable efforts, and such event is not the result of the fault or negligence of the Party claiming Force Majeure.

(b) Effect of Force Majeure:

i. Each Party shall be excused from performance when non-performance is caused, directly or indirectly, by a Force Majeure event but only and to the extent thereof, and only if: (1) the non-performing Party gives the other Party written notice within 5 days of the occurrence of the Force Majeure event, describing the event and its anticipated duration, and indicating any obligations hereunder that may be affected by the event; (2) the non-performance is of no greater scope and of no longer term than is required by the Force Majeure event; and (3) the non-performing Party uses commercially reasonable efforts to remedy its inability to perform.

ii. The existence of a condition of Force Majeure event shall not relieve the Parties of obligations under this ESA to the extent such performance of such obligations is not precluded by the condition of the Force Majeure event.

(c) The Party claiming that a Force Majeure event has occurred shall notify the other Party of the cessation of the Force Majeure event or of the conclusion of the affected Party's cure for the Force Majeure event within 2 business days thereof.

16. Duty to Mitigate: Each Party agrees that it has a duty to mitigate damages and covenants that it will use commercially reasonable efforts to minimize any damages that may occur as a result of another Party's performance or non-performance under this ESA, including, but not limited to, the disposal of any electricity not taken by the Customer under this ESA.
17. Assignment: Except as provided below, no Party shall assign, pledge or otherwise transfer this ESA or any right or obligation under this ESA without first obtaining the other Party's written consent, which consent shall not be unreasonably withheld. A Party may, without the other Party's prior written consent, transfer, sell, pledge, encumber or assign this ESA or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangements, provided that such Party shall not be relieved of any obligation hereunder; provided, however, that any such assignee shall agree in writing to be bound by the terms and conditions hereof.
18. Non-Waiver: The failure of any Party to insist in any one or more instance upon strict performance of any of the provisions of this ESA or to take advantage of any of its rights under this ESA shall not be construed as a general waiver of any such provision or the relinquishment of any such right, except to the extent such waiver is in writing and signed by an authorized representative of such Party.

19. Termination: Either party may elect to terminate this Agreement upon the material breach by the other party of a material provision of this Agreement. In order to exercise this remedy, the party who is not in breach (the "Non-Breaching Party") must deliver to the party in breach (the "Breaching Party") written notice of the breach, specifying the nature of the breach and the Non-Breaching Party's intention to terminate this Agreement (a "Breach Notice"). The Breaching Party shall then have thirty (30) days from the delivery of the Breach Notice to cure such breach and its adverse consequences and effects to the Non-Breaching Party if the Breaching Party immediately begins to actively and diligently do so upon receiving the Breach Notice. If the breach is curable but cannot reasonably be cured within a thirty (30) day period using diligence and good faith efforts, the Breaching Party shall have such additional period as is reasonably necessary to cure such breach, not to exceed thirty (30) days, so long as the Breaching Party pursues such cure to completion with diligence and good faith efforts. If a Breaching Party does so cure its Breach, then the Non-Breaching Party may not terminate this Agreement with respect to that Breach. Notwithstanding the foregoing, a Non-Breaching Party need not deliver a Breach Notice to the Breaching Party to exercise the Non-Breaching Party's remedies hereunder if the Breaching Party persistently and materially breaches its material obligations under this Agreement. Any such election to terminate this Agreement, or not to terminate notwithstanding a material breach of a material term thereof, shall be without prejudice to and shall not be deemed as a waiver of, the Non-Breaching Party's rights and remedies under this Agreement, at law, in equity or otherwise; provided, however, that any right of the Non-Breaching Party to money damages for such breach shall, in the absence of a formal judicial determination of bad faith or willful misconduct on the part of the Breaching Party, be limited to the direct, actual and necessary costs incurred by the Non-Breaching Party to mitigate or remedy the breach.
20. Dispute Resolution and Waiver of Jury Trial:
- (a) In the event of any disputes arising out of or relating to this ESA, any related documents, the transactions contemplated by this ESA, or any dealings between them relating to this transaction or any related transactions, each of the Parties hereto irrevocably and unconditionally consents to submit to the sole and exclusive jurisdiction of (i) the Delaware Court of Chancery, if the Court of Chancery has subject matter jurisdiction over the matter; or (ii) the Complex Commercial Litigation Division of the Delaware Superior Court (only if the Court of Chancery does not have subject matter jurisdiction). In the event that the dispute is not eligible for or cannot be resolved in the Complex Commercial Litigation Division of the Delaware Superior Court for any reason, the Parties irrevocably and unconditionally consent to the exclusive jurisdiction of the Superior Court of the State of Delaware.

- (b) The Parties irrevocably waive their rights to a jury trial for any claim or cause of action arising out of this ESA, any related documents, or the transactions contemplated by this ESA, or any dealings between them relating to this transaction or any related transactions. This waiver shall apply to any subsequent amendments or supplements to this ESA or any related documents.
21. This ESA will be deemed to have been executed in the State of Delaware, and all rights, remedies, liabilities, powers and duties of the parties to this Agreement will be governed by the law of the State of Delaware without regard to conflicts of law principles.
22. The terms of this Agreement shall apply to all billings made to Customer on and after September 29, 2020.
23. All notices under this Agreement shall be made by registered mail delivered to:

For Utility:

Mark Whitfield, City Manager
201 S. Walnut Street
Milford, DE 19963

For Customer:

Meir Gelley, CEO
Clarke Avenue Realty, LLC
260 Chambers Bridge Road
Brick, New Jersey 08723

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY.
SIGNATURE PAGE TO FOLLOW.]

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

CITY OF MILFORD

Attest/Teresa K. Hudson
City Clerk

By: Arthur J. Campbell
Mayor

City Seal

Sworn to and subscribed before me this _____ day of _____, 2020.

Notary Public

Date Commission Expires

CLARKE AVENUE REALTY, LLC

Attest/

Corporate Seal

Printed Name: Meir Gelley

Title: Chief Executive Officer

Sworn to and subscribed before me this _____ day of _____, 2020.

Notary Public

Date Commission Expires

Appendix A

Special Contract Service (SCS)

Rates	Year 1	Year 2	Year 3
Monthly Facilities Charge:			
All Customers	\$395.00	\$405.00	\$415.00
Energy Charge:			
On Peak Energy	\$0.06595	\$0.06382	\$0.06170
Off Peak Energy	\$0.05595	\$0.05382	\$0.05170
Demand Charge:	\$12.68	\$13.68	\$14.68



Date: September 11, 2020

To: Mayor and City Council

From: Mark A. Whitfield, City Manager

Re: Kent Economic Partnership Agreement

The present agreement between the City and the Kent Economic Partnership (KEP) expires on October 31, 2020. As part of the agreement, the City provides \$30,000 for services provided by the Partnership related to Economic Development. The Agreement also provides for one seat on the KEP Board of Directors, presently filled by Councilperson Morrow.

Staff recommends Council consider discontinuing the relationship with KEP and pursue options of completing the services in-house. Over the course of the last several years, the City has not seen any results from KEP in terms of new businesses or industries. While the process of providing results is slow, staff believes the \$30,000 could be better spent using a more local focus, rather than through a county-wide organization. The recently completed City staffing study identified the need for additional staffing and focus for City economic development activities. The City will continue to work with the Delaware Prosperity Partnership (DPP) who serves a similar function in terms of business and industry recruitment and marketing on a State level.

Recommendation: Staff recommends Council consider not entering into a new agreement with the Kent Economic Partnership.

AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES

THIS AGREEMENT, made and entered into the 12th day of Nov 2019, by and between **THE CITY OF MILFORD, DELAWARE**, a Delaware Municipal Corporation (herein after called "City") located within both Kent and Sussex Counties and whose mailing address is 201 South Walnut Street, Milford, Delaware 19963, organized and existing pursuant to the laws of the State of Delaware and the Kent Economic Partnership, a non-profit organization (herein after called "KEP") whose mailing address is 555 Bay Road, Dover, Delaware 19901.

WITNESSETH THAT:

WHEREAS, the City desires to acquire certain services from KEP in lieu of hiring additional permanent staff and expending additional City funds to accomplish these services; and

WHEREAS, the KEP and its member organizations desire to expand the economic prosperity of Kent County and Milford through a public-private partnership model that includes funding from private sources, other municipalities and Kent County Levy Court; and

WHEREAS, KEP will in the coming year develop services and resources to serve the economic development needs of the entire Milford community;

NOW, THEREFORE, the parties hereto have agreed and do agree as follows:

I. PURPOSE AND INTENT

The purpose of this Agreement is to procure certain economic development-related services for the City as hereinafter described and set out; to establish the methods, procedures, terms and conditions governing payment by the City for such services; and, to establish other duties, responsibilities, terms and conditions mutually undertaken and agreed to by the parties hereto in consideration of the services to be performed and monies paid.

II. SCOPE OF SERVICES

In consideration for the payment of \$30,000 in accordance with Section III, the KEP shall provide the following economic development related services to the City and Kent County during the term of this agreement:

- a. KEP agrees to provide City with the ability to participate in decision making, including at least one seat on the KEP Board of Directors and additional representation on other KEP committees, task forces and teams;
- b. KEP agrees to provide City with a breakdown of how the monies paid by the City to KEP are being used; The KEP Financial Report is included in the minutes and a copy of minutes will be sent to the City Manager.
- c. KEP agrees to send out leads on economic development-related activities
- d. City and KEP agree to continue to work collaboratively with other partners to share a database of available commercial and industrial properties, buildings and sites available on the ChooseCentralDelaware website.

- e. KEP agrees to continue to hold meetings between municipal and county Planners, Town and City Managers, local commercial real estate brokers, and other groups as may be determined for the purpose of encouraging economic development in Kent County and within partnering municipalities;
- f. City and KEP agree to hold quarterly meetings between the KEP Executive Director and the City Manager and other City representatives to provide status updates and get feedback;

KEP's Executive Director will provide a bimonthly reports in the form of the KEP Board minutes to the City detailing publicly available information on KEP activity, leads, wins and plans for the upcoming period;

KEP will provide City with bimonthly financial reports and, when requested, presentations on KEP activity to the City Council.

- g. KEP and City will jointly evaluate grants/loans/incentives related to economic development in Milford that will benefit both Kent County and the entire City.
- h. KEP will continue to represent Milford at various tradeshow and conferences and include Milford in marketing materials.

III. CITY RESPONSIBILITIES

As KEP provides the economic development related services outlined above, the City will support the work of KEP in the following ways:

- a. City will provide a prompt response to KEP related to inquires/leads, requests for information, and all other communications;
- b. City will provide assistance with applying for grants/loans/incentives related to economic development activities when there is a clear benefit for Kent County and the entire City, as determined by the City Manager and/or City Council;
- c. City will provide tours of available land, properties, etc. to KEP, prospective businesses, sites selectors and/or community stakeholders for the purpose of encouraging economic development;

IV. METHOD OF PAYMENT

Payment for services will be made by the City in one (1) lump sum payment, payable on or before November 1, 2019. The maximum total amount payable by the City under this agreement is \$30,000 as detailed in the SCOPE OF SERVICES (Section II of this contract), and no greater amount shall be paid. KEP will make available all receipts if requested by the City.

V. DURATION AND EXTENSION

This Agreement shall be effect from November 1, 2019, until October 31, 2020. If mutually agreeable to City Council and KEP, this Agreement may be extended. Such extension will be documented by written amendment, duly signed and dated by both parties. However, either party may terminate this contract due to non-fulfillment with 30 day's prior written notice.

VI. REQUIREMENTS

- a. Non-Discrimination: KEP will not discriminate against any employee, business, prospective business or investor 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, social and recreational programs.
- b. Compliance with Law: All parties shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.
- c. Conflicts of Interest / Political Activity:
 - i. The elected officials, 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.
 - ii. The board members, officials, employees and agents of KEP shall comply with all applicable laws and regulations relating to conflicts of interest with regard to the work and compensation covered by this Agreement.
 - iii. KEP 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.
- d. KEP 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.

VII. TERMINATION

Either party may terminate this Agreement, with or without cause, upon 60 written notice to the other party.

VIII. INDEMNITY

City shall indemnify, defend, and hold harmless KEP from any and all suits, claims, demands, or actions arising from actions taken in connection with City's agreement for economic development related services. KEP shall indemnify, defend, and hold harmless the City from any and all suits, claims, demands, or actions arising from actions taken in connection with KEP's agreement to provide economic development related services.

IX. NOTICE

All notices, requests, demands and other communications, required or permitted under this Agreement shall be in writing, signed by or on behalf of the person giving such notice and shall be addressed to the following persons:

CITY:

Eric Norenberg, City Manager
201 South Walnut Street
Milford, DE 19963

KENT ECONOMIC PARTNERSHIP:

Linda Parkowski, Executive Director
555 Bay Road
Dover, DE 19901

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first written above.

Attest
CITY CLERK

Arthur J. Campbell, Mayor
CITY OF MILFORD

Witness

Chairman
KENT ECONOMIC PARTNERSHIP



[Faint, illegible handwritten text across the top of the page]



LEASE

This Lease made this _____ day of _____, 2020 by and between **THE CITY OF MILFORD, DELAWARE**, 201 South Walnut St., Milford, Delaware, a municipal corporation of the State of Delaware (hereafter Lessor or Milford) and **CHILDREN AND FAMILIES FIRST, INC.**, a Delaware corporation with offices located at _____ (hereafter Lessee or CFF)

WITNESSETH

WHEREAS, City owns real property located at 518 N. Church St., Milford, DE (hereafter Premises); and,

WHEREAS, CFF is a provider organization for the United States Department of Health and Human Services, Administration for Children and Families (HHS/ACF) which operates a Head Start facility; and,

WHEREAS, located on the Premises is a building owned by _____ which houses the Head Start program for the City of Milford, Delaware and its surrounding service area; and,

WHEREAS, the building with all necessary improvements to operate as a Head Start facility was funded at least in part by HHS/ACF but under the operational control of CFF (hereafter Improvements);

NOW THEREFORE, City and CFF in consideration of the mutual agreements set forth hereafter are desirous of entering into this Lease as follows:

TERMS

1. **Premises.** City hereby leases to CFF the real property situated at 518 N. Church St., Milford, Kent County, Delaware, Kent County tax parcel MD5-16-18306-02-1301-00001.

2. **Term.** The Lease shall commence at 12:00 a.m. on _____, 2020 and end at 11:59 p.m. on _____, 2025.

3. **Rent.** CFF shall pay to City the sum of One Dollar (\$1.00) on the first day of the Term and on the first day of each succeeding year of the Lease. No invoice shall be required. All payments shall be made to the address stated in Paragraph 33.

4. **Use.** Tenant may use the Premises for a Head Start Center but for no other purpose without Lessor's prior written consent. In no event shall Tenant make any use of the Premises which: (i) violates any lawful governmental laws, rules or regulations, (ii) violates any restrictive covenants applicable to the Premises or (iii) is or might constitute a nuisance.

5. **Damages.** In the event the improvements are rendered untenable by fire, rain, wind, or other cause beyond the control of CFF or are condemned and ordered torn down by the properly constituted authorities of the state, county, or city, then, in either of these events, the Lease shall cease and terminate as of the date of notice of condemnation or of such destruction, unless CFF shall utilize insurance proceeds under Paragraph 20 of this Lease to rebuild in which case the lease will remain in effect. If CFF decides not to rebuild it, CFF shall be responsible for any demolition, clean up and repair to the Premises.

6. **Liability.** City shall not be held liable for any injury or damage whatsoever which may arise by reason of the use, occupancy and enjoyment of the Premises or improvements by CFF of any agent thereof; damages being hereby expressly waived by CFF.

7. **Inspection.** City, in person or by agent, shall have the right at all reasonable times to enter the leased premises and inspect the same to determine if any health, safety or building code provisions of the Milford City Code have been violated. CFF shall make such repairs and alterations as may be deemed by City necessary to bring the improvements into compliance if violations exist.

8. **Alterations or Repairs to Premises and/or Improvements.** CFF shall not construct, install, remove and/or modify Premises leased or the improvements erected thereon without submitting for approval by the City, its plans and specifications for any proposed project, as well as complying with such other conditions considered by the City to be necessary. In the event that CFF makes further improvements or alterations on the Premises, the use thereof shall be enjoyed by CFF during the term hereof without additional rent.

9. **Lien Indemnification.** In the event any person or corporation shall attempt to assert a Mechanic's Lien against the Premises, CFF shall hold the City harmless from such claim, including the cost of defense and shall provide to the City a Release of Mechanic's Lien.

10. **Mortgage of Leasehold Interest.** CFF shall have the right to place a First Mortgage Lien upon the Improvements only if the terms and conditions of such mortgage loan are approved by the City. Lender's duties and rights shall be as follows:

1. The Lender shall have the right, in case of default, to assume the rights and obligations of CFF herein, with the further right to assign CFF's interest to a third party, subject to approval of City. Lender shall grant to City a first option to assume any indebtedness owed by CFF to Lender and to have exclusive possession and ownership of the Improvements.

2. As a condition precedent to the exercise of the right granted to Lender by this paragraph, Lender shall notify City of all actions taken by it in the event payment on such loans shall become delinquent. Lender shall also notify City in writing of any change in the identity or address of the Lender.

3. All notices required by this Lease to be given by City to CFF shall also be given to Lender at the same time and in the same manner. Upon receipt of such notice, Lender shall have the same rights as CFF to correct any default.

11. **Title to Improvements, Removal of Equipment.** CFF shall own the Improvements and have the right at any time during this lease, when not in default hereunder, to remove said improvements, along with all personal property within the improvements, subject to the provisions of this Article. Removal of the improvements prior to termination, expiration or cancellation of this lease shall not alter, excuse or modify CFF's obligations under this lease.

If CFF has not removed the Improvements during the term of this lease, or any renewal or extension hereof, the Improvements shall be deemed abandoned and the City shall have the option to claim ownership of the Improvements.

If the City does not exercise its option of claiming ownership of the improvements, upon City's notice to CFF it shall have a ninety-day period in which to remove the improvements and all other personal property, which ninety-day period shall **not** be subject to holdover tenancy. If CFF fails to remove the improvements within ninety-days and the improvements have been deemed abandoned the City to CFF or the City shall demolish the Improvements and the cost thereof shall be the obligation and liability of CFF.

12. **Net Lease.** The use and occupancy of the Leased Premises by Lessee will be without costs or expense to City. It shall be the sole responsibility of CFF to maintain, repair and operate the entirety of the Leased Premises and Improvements and facilities constructed thereon at CFF's sole cost and expense.

13. **Maintenance of Premises and Operations.** CFF shall maintain the Leased Premises at all times in a safe, neat and attractive condition, and shall not permit the accumulation of any trash, paper or debris on the Premises. CFF shall repair all damages to the Leased Premises caused by its employees, patrons, or its operation thereon and shall maintain and repair all equipment thereon, including any Improvements.

CFF shall be responsible for and perform all maintenance, including but not limited to:

1. Supply and replacement of exterior lighting;
2. Cleaning of stoppages in plumbing fixtures, drain line and sewer system;
3. Maintenance of all building and overhead doors;
4. Keep the building interior and exterior in safe and clean condition;
5. Repair or replacement of equipment and utility systems;
6. CFF shall be responsible for all snow removal of the Leased Premises;
7. CFF shall perform all maintenance on CFF constructed structures, pavements, and equipment.
8. CFF is responsible for maintaining electric loads within the designed capacity of the system;
9. CFF shall provide all safety equipment and meet all requirements imposed on Day Care operations by any State, Local or Federal agency;
10. CFF shall maintain and replace all landscaping and grounds as originally approved and installed at the end of the Lease for any reason stated in this Lease.
11. CFF shall pay for all public utilities that serve the Premises and Improvements.

City, at its discretion shall be the sole judge of the quality of exterior maintenance; and CFF, upon notice by City to CFF shall be required to perform whatever maintenance City deems necessary. If said maintenance is not undertaken by CFF within thirty (30) days after receipt of

written notice, City shall have the right to enter upon the Leased Premises and perform the necessary maintenance, the cost of which shall be borne by CFF.

Snow removal from Leased Premises is the responsibility of CFF. Snow removal may be performed by the City as a courtesy and is not an obligation of the City. The City may cease to provide snow removal to CFF or snow removal may not be provided on a particular occasion, at the City's sole discretion. City shall have no liability whatsoever for any damage to the Leased Premises caused by such snow removal.

14. **Trash, Garbage, Etc.** CFF shall pick up, and provide for, a complete and proper arrangement for the adequate sanitary handling and disposal of all trash, garbage, and other refuse caused as a result of the operation of its business. Piling of boxes, cartons, barrels, pallets, debris, or similar items in an unattractive or unsafe manner, on or about the Leased Premises, shall not be permitted.

15. **Signs.** CFF shall not erect, maintain, or display upon the outside of the Improvements on the Leased Premises any billboards or advertising signs; provided however, that CFF may maintain on the outside of said buildings, its own name(s) and services on signs, the size, location and design of which shall comply with the Milford City Code.

16. **Observance of Statutes, Etc.** The granting of this Lease and its acceptance by CFF is conditioned upon the right to use the Premises and Improvements in common with others authorized to do so, provided, however, that CFF shall observe and comply with any and all requirements of the constituted public authorities and with all Federal, State or Local statutes, ordinances, regulations and standards applicable to CFF for its use of the Leased Premises.

17. **Indemnification.** CFF agrees to fully indemnify, and save forever harmless the City from and against all claims and actions and all reasonable expenses, based on or arising out of claims for damages or injuries to third persons, including wrongful death, and arising out of CFF's use or occupancy of the Leased Premises; provided however, that City shall give to CFF prompt and reasonable notice of any such claims or actions, and CFF shall have the right to investigate, compromise and defend the same; and provided further that CFF shall not be liable for any claims, actions, injury, damage or loss occasioned by any negligence or intentional action of City, its agents or employees. CFF shall indemnify and save and hold City harmless from and against any claim by carriers serving CFF.

18. **Public Liability Insurance.** CFF shall, at its expense, procure and keep in full force at all times during the term of this Lease from a financially sound and reputable company acceptable to City, public liability insurance, insuring CFF and City for personal injury and property damage, and such other insurance necessary to protect City from such claims and actions aforesaid. Insurance shall be obtained in the name of or shall expressly provide coverage for the liabilities of CFF identified in this Lease and for CFF's use of the Leased Premises.

Without limiting its liability, CFF agrees to carry and keep in force public liability insurance in a reasonable amount as determined from time to time by the City and CFF but no less than limits of \$500,000 per person and \$1,000,000 per occurrence with said policy designating City as an additional insured. CFF shall furnish City with a certificate of insurance as evidence of such coverage. Said insurance shall not be cancelled or materially modified except upon ten (10) days advance written notice to City. Coverage is to be written on the broadest liability form which is customarily available at reasonable cost.

19. **Fire and Extended Coverage Insurance.** CFF shall, at its expense procure and keep in force at all times during the term of this Lease with the company suitable to City, insurance on the improvements on the Leased Premises against loss and damage by fire, wind, water and extended coverage perils. Such policy shall be in an amount of not less than one hundred percent (100%) of the replacement cost of improvements, with satisfactory evidence of such coverage furnished to City.

20. **Application of Insurance Proceeds.** If the fixed improvements placed upon the Leased Premises shall be totally destroyed or extensively damaged and CFF shall elect not to restore the same to their previous condition, the proceeds of insurance payable by reason of such loss shall be apportioned between City and CFF. The amount due City would cover the cost of demolition, clean up and restoration of the premises to its condition when CFF or its predecessors first occupied the premises, and CFF shall receive the balance of the proceeds. The Lease shall then be cancelled. If the damage results from an insurable cause and CFF shall elect to restore the same with reasonable promptness, it shall be entitled to receive and apply the entire proceeds of any insurance covering such loss to said restoration in which event this Lease shall continue in full force and effect.

21. **CFF Fixtures.** CFF shall be permitted to install trade fixtures on the Premises. In addition CFF shall be permitted to remove said trade fixtures from the Premises upon

the termination of this Lease; provided that if CFF does so remove such trade fixtures, CFF shall return the Premises to the same condition as existed at the time of original entry, ordinary wear and tear excepted. If CFF does not remove the trade fixtures at termination, City may declare such fixtures abandoned and City the owner thereof.

22. **Termination.** If, during the time of this Lease CFF's source of funding for its intended use is terminated, CFF may terminate this Lease on thirty (30) days written notice to City. In the event that CFF is replaced as Lessee for operation of the local Head Start Early Head Start program by another Lessee, CFF may assign this agreement prior the end of its stated term upon thirty (30) days written notice to City.

23. **Successors and Assignment.** CFF shall not assign this Agreement or any part thereof in any manner whatsoever or assign any of the privileges recited herein without the prior written consent of City, which consent will not be unreasonably withheld.

24. **Quiet Enjoyment.** If CFF promptly and punctually complies with all of its obligations hereunder, it shall peacefully have and enjoy the possession of the Premises during the term hereof, providing that no action of City in work performed in other space on the Premises, or in repairing or restoring the Premises, shall be deemed a breach of this covenant, or give CFF any right to modify this Lease.

25. **Sale of Premises.** Should City sell, convey or otherwise transfer its interest in the Premises, the provisions of this Lease shall remain the same, but the City shall have no further liability hereunder. CFF shall thereafter look solely to the new owner for any subsequent performance due hereunder by the City hereof. CFF by execution hereof attorns to all such subsequent owners and no further documents shall be required to effectuate such attornment.

26. **Holding Over.** This Lease shall automatically terminate on the last day of the term set forth above (including any properly exercised extension period(s) set forth above) without the requirement of notice from either party. Provided however, if CFF shall continue to occupy the Premises after the last day of the Lease term with the approval of City as herein set forth, either party may terminate such month to month tenancy upon 30 days written notice to the other party.

27. **Miscellaneous.** The Premises are leased subject to all easements, restrictions, and rights of way legally affecting the same.

This Lease shall not be recorded but, at the request of either party and at such party's expense, a memorandum hereof, containing such information as is necessary to provide adequate record notice of the existence of the Lease, including the parties, the term, the property involved, and whether options to renew or purchase exist, shall be prepared and recorded in the Kent County Office of the Recorder of Deeds.

The invalidity of any portion of this Lease shall not have any effect on the balance hereof. This Lease shall be binding upon the respective parties hereto, and upon their heirs, executors, successors and assigns. This Lease supersedes and cancels all prior negotiations between the parties and all changes in this Leases shall be in writing signed by the party affected by such change. The singular shall include the plural, and the masculine or neuter includes the other.

28. **Taxes.** CFF shall pay all taxes, if any, levied upon its property or property interests.

29. **License Fees and Permits.** CFF shall obtain and pay for all licenses, permits, fees or other authorization or charges as required under Federal, State or local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

30. **Paragraph Headings.** The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provisions of the Lease.

31. **Governing Law.** This Agreement shall be governed and construed in all respects and the rights of the parties hereto shall be determined in accordance with the laws of the State of Delaware.

32. **Notices.** Whenever any notice or payment is required by this Lease to be made, given or transmitted to the parties hereto, such notice or payment shall be enclosed in an envelope with sufficient postage attached to insure delivery and deposited in the United States Mail, addressed to:

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

And notices, consents and approvals to CFF addressed to:

Or such place as either party shall by written directive in the manner herein provided.

33. **Signatory Authority.** Each person signing this Agreement in a representative capacity expressly represents that the signatory has the subject party's authority to so sign and that the subject party will be bound by the signatory's execution of this Agreement. Each party expressly represents that except as to approval specifically required by this Agreement, such party does not require any third party's consent to enter into this Agreement, including the consent of any spouse, insurer, assignee, licensee, secured lender or regulatory agency.

34. **Severability.** If one or more clauses, sections, or provision of this Agreement shall be held to be unlawful, invalid, or unenforceable, or in conflict with an applicable law, regulation or cognizant governmental unit or agency, it is agreed that the remainder of thee Agreement shall remain in full force and effect as if such invalid or inconsistent provision was not included. City and CFF agree to negotiate a change in this Agreement to incorporate the intent of the invalid or inconsistent provision.

35. **Waiver.** No delay or omission in the exercise of any right or remedy of either party on any default by either party shall impair such a right or remedy or be construed as a waiver. Any waiver by either party if any default on the part of the other must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Agreement.

36. **Entire Agreement.** The foregoing, together with the Exhibits to this Agreement and any other documents incorporated into the Agreement by reference, constitute the entire agreement between the parties and supersedes all other agreements or representations of any nature, whether oral or written, made by or between City and CFF, except those that are expressly acknowledged in this Agreement. City and CFF understand and agree that they are relying only

upon the written representation, covenants and promises contained in this Agreement and that they have consulted legal counsel as to the nature and extent of their obligations contained herein.

IN WITNESS WHEREOF AND INTENDING TO BE LEGALLY BOUND, the parties hereto set their hands and seals on the day and year first alone written.

Lessor, City of Milford, Delaware

By: _____
Arthur J. Campbell, Mayor

Attest: _____ (City Seal)
Teresa K. Hudson
City Clerk

Lessee, Children and Families First, Inc.

By: _____
, President

Attest: _____ (Corporate Seal)
, Secretary

CITY OF MILFORD
NOTICE OF PUBLIC HEARINGS

CITY COUNCIL PUBLIC HEARING: September 28, 2020

NOTICE IS HEREBY GIVEN that the City Council will hold Public Hearings at 7:00 p.m., or as soon thereafter as possible, to allow interested parties to participate in the discussion and consideration of the following matter:

This meeting is available for viewing by the public by accessing the following link:

<https://zoom.us/j/98245909037?pwd=SUNBbFpHajFveVkvZUVYL2k1Mnl4QT09> Passcode: 990738 Members of the public may also call in by dialing: 1 312 626 6799 Webinar ID: 982 4590 9037 Passcode: 990738

Public Comments are encouraged 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 using the Raise Your Hand function during the meeting.

ORDINANCE 2020-23
CODE OF THE CITY OF MILFORD
PART II-GENERAL LEGISLATION
CHAPTER 88-BUILDING CONSTRUCTION

WHEREAS, the Mayor and City Council have adopted certain rules and regulations for the purposes of promoting the health, safety, morals, convenience, order, prosperity and the general welfare of the present and future inhabitants of the City of Milford; and

WHEREAS, it is incumbent that the City of Milford impose certain fees to cover the expenses associated with the planning and development services incurred by the City; and

WHEREAS, subsequent fee updates must be implemented to ensure the financial burden does not fall on the taxpayers or rate payers of this City; and

WHEREAS, consistent with the City of Milford Charter, there is a need to amend the Building Code by adding a reference to the fee schedule specific to violations.

NOW, THEREFORE, THE CITY OF MILFORD HEREBY ORDAINS:

Section 1. Chapter 88 is hereby amended by deleting language indicated by strikethrough and adding language shown as bold and underlined as follows:

ARTICLE I - International Residential Code

§ 88-2. - Additions, insertions and changes.

The following sections are hereby revised:

A. Chapter 1, Administration.

(3) Section R108, Fees.

- (a) Add: R108.6.1. Violation fee. When obtaining a building permit after the start of construction, the building permit fee shall be **assessed a violation fee as outlined in the adopted Planning &**

Economic Development Department Fee Schedule. \$100 plus the permit fee or double the normal permit fee, whichever is less.

ARTICLE I - International Residential Code

§ 88-2. - Additions, insertions and changes.

The following sections are hereby revised:

C. Chapter 3. Building Planning.

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

Climatic and Geographic Design Criteria

Ground Snow Load	Wind Speed (mph)		Seismic Design Category	Subject To Damage From			Winter Design Temp	Ice Barrier Underlayment Required	Flood Hazards	Air Freezing Index	Mean Annual Temp	Assumed Soil Bearing
	Speed (mph)	Topo. Effects		Weathering	Frost line depth	Termite						
25	90	NO	A	SEVERE	24"	MOD- HEAVY	14	NO <u>YES</u>	9/14/92 3/16/15 7/7/14 1/6/05	368	55.7F	2000 psf

ARTICLE II - International Building Code

§ 88-5. - Additions, insertions and changes.

The following sections or portions are hereby revised as follows:

A. Chapter 1, Administration.

(3) Section 109. Fees.

- (a) Add: 109.4.1. Violation fee. When obtaining a building permit after the start of construction, the building permit fee shall be **assessed a violation fee as outlined in the adopted Planning & Economic Development Department Fee Schedule** ~~\$100 plus the permit fee or double the normal permit fee, whichever is less.~~

Section 2. Dates.

City Council Introduction: September 14, 2020

City Council Public Hearing: September 28, 2020

Effective: October 8, 2020

Advertised: Beacon, 09/02/20

CITY OF MILFORD
NOTICE OF PUBLIC HEARINGS

Planning Commission Hearing: Tuesday, September 15, 2020
City Council Hearing: Monday, September 28, 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 2020-24

1st State Self Storage OZ, LLC on behalf of Savannah Ventures, LLC for a Conditional Use to allow a business use that will not adversely affect neighboring properties, and to allow a dwelling other than single-family with a maximum density of 12 units per acre on 9.0 +/- acres in a C3 Zoning District. Property is located along the east side of S DuPont Blvd approximately 350 feet south of the Route 14 intersection, addressed as 11 S DuPont Blvd, Milford, Delaware. Present Use: Vacant; Proposed Use: Self Storage building with manager's office/residence. Tax Map: MD-16-183.09-01-58.00

WHEREAS, the owners of the property as above described herein have petitioned the City of Milford for a Conditional Use to allow a business use that will not adversely affect neighboring properties; and

WHEREAS, the owners of the property as above described herein have also petitioned the City of Milford for a Conditional Use to allow a dwelling other than single-family with a maximum density of 12 units per acre; and

WHEREAS, the City of Milford Planning Commission will consider the application at a Public Hearing to allow for public comment on September 15, 2020; and

WHEREAS, Milford City Council will hold a Public Hearing on September 28, 2020 to allow for public comment and further review of the ordinance.

Dates.

Planning Commission Review & Public Hearing: September 15, 2020

City Council Introduction: September 14, 2020

City Council Public Hearing: September 28, 2020

Effective: October 8, 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 08/26/20*