



Milford City Hall Council Chambers 201 South Walnut Street Milford DE 19963

CITY COUNCIL AGENDA December 20, 2024

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

<https://zoom.us/j/96389518195>

or

<http://www.cityofmilford.com/553/Watch-Public-Meetings>

Members of the public may also dial in by phone using the following number:

Call 301 715 8592 Webinar ID: 963 8951 8195

4:00 PM

15-Minute Public Comment Period*

All interested parties are invited to speak during the public comment portion of the Meeting. Discussion of those items appearing on the agenda as a public hearing is prohibited during the Public Comment Period, as an opportunity will be provided at the time it is being considered. Virtual attendees must register prior to start time of the meeting by calling 302-422-1111 Extension 1142 or 1303, or by sending an email to cityclerk@milford-de.gov and providing their name, address, phone number, and item name and/or description you wish to comment on. Persons in attendance wishing to speak must sign up prior to the start of the Meeting. Citizen comments are limited to three (3) minutes. Council and Committee Members are prohibited from responding or taking action since this is not an official session; however, items may be considered for placement on a future agenda.

COUNCIL MEETING

Call to Order – Mayor F. Todd Culotta

Invocation

Pledge of Allegiance

Roll Call

Unfinished Business

New Business

Authorization/Police/ARPA State/Local Fiscal Recover Funds¹

DMI Status Update

Adjournment

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

ALL SUPPORTING DOCUMENTS MUST BE SUBMITTED TO THE CITY CLERK IN ELECTRONIC FORMAT NO LATER THAN ONE WEEK PRIOR TO MEETING. NO ADDITIONAL DOCUMENTS WILL BE ACCEPTED, DISTRIBUTED, OR PRESENTED AT MEETING ONCE PACKET HAS BEEN POSTED ON THE CITY OF MILFORD WEBSITE. ANY MATERIALS UTILIZED DURING THE MEETING MUST BE INCLUDED IN THE COUNCIL PACKET AND ACCESSIBLE BY AUDIO AND VISUAL MEANS PURSUANT TO 29 Del. Code, Chapter 100, §10006A(c)(5).

**Time Limit is three minutes per speaker, not to exceed a total of fifteen minutes for all speakers prior to start of meeting/workshop.*

Ⓢ Designated Items only; Public Comment, up to three minutes per person will be accepted.

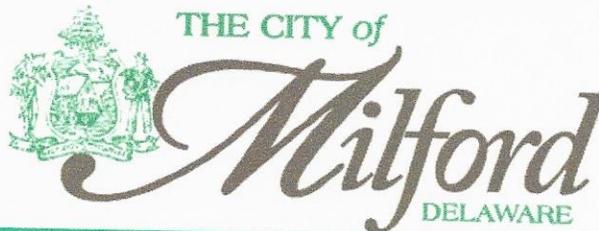
121424

¹ 121724 Late Addition by Police Chief

122024 Agenda items reordered



OFFICE OF THE CHIEF OF POLICE
CECILIA E. ASHE
cecilia.ashe@cj.state.de.us



401 NE Front Street
Milford Delaware 19963
302.422.8081 Fax 302.424.2330

MEMORANDUM

DATE: December 17, 2024
TO: Mayor & City Council
FROM: Chief Cecilia E. Ashe
RE: ARPA State/Local Fiscal Recovery Funds

The City of Milford Police Department has applied for \$86,060.00 in ARPA State/Local Fiscal Recovery Funds to advance technological resources. The grant does not require any match or city funds to be used.

In the interest of transparency, we are presenting this before City Council and requesting approval to proceed with a two-year contract with FLOCK Safety.

Flock Safety + DE - Milford PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Jesse Lucarini
jesse.lucarini@flocksafety.com
6097448417

Created Date: 12/18/2024
Expiration Date: 01/17/2025
Quote Number: Q-117200
PO Number:



Budgetary Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 400 Ne Front St Milford, Delaware 19963

Ship To: 400 Ne Front St Milford, Delaware 19963

Billing Company Name: DE - Milford PD

Subscription Term: 24 Months

Billing Contact Name:

Payment Terms: Net 30

Billing Email Address:

Retention Period: 30 Days

Billing Phone:

Billing Frequency: Annual Plan - First Year Invoiced at Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$43,000.00
Flock Safety Flock OS			
FlockOS™ - Essentials	Included	1	Included
Flock Safety Bundles			
Flock Safety Solar Multi-Purpose LPR and Video Fixed w/ LTE Service	Included	2	Included
Flock Safety LPR Products			
Flock Safety Falcon®	Included	9	Included
Flock Safety Video Products			
Flock Safety Condor™ PTZ w/ LTE Service	Included	2	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$0.00	9	\$0.00
Condor Professional Services - Standard Implementation Fee	\$0.00	2	\$0.00
Professional Services - Bundle Implementation Fee	\$0.00	2	\$0.00

Subtotal Year 1:	\$43,000.00
Annual Recurring Subtotal:	\$43,000.00
Discounts:	\$9,150.00
Estimated Tax:	\$0.00
Contract Total:	\$86,000.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

LPR	Unit Price
Flock Safety Falcon	\$3,000
BUNDLES	
Flock Safety Solar Multi-Purpose LPR and Video Fixed w/ LTE Service	\$5,000
VIDEO	
Flock Safety Condor PTZ w/ LTE Service	\$3,000

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$43,000.00
Annual Recurring after Year 1	\$43,000.00
Contract Total	\$86,000.00

*Tax not included

Discounts Applied	Amount (USD)
Flock Safety Platform	\$0.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$9,150.00

Product and Services Description

FlockOS Features	Description
FlockOS™ - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety Falcon®	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Flock Safety Condor™ PTZ w/ LTE Service	Law enforcement grade live streamed PTZ camera with 30 days of edge storage. VMS included and server free. Installed and maintained by Flock Safety, turn key-no additional software or integrations required. *Flock provided sim card camera is limited to 25 hours per month of live streaming.
Flock Safety Solar Multi-Purpose LPR and Video Fixed w/ LTE Service	Law enforcement grade bundled standard range license plate recognition camera and live streamed solar powered fixed camera with 30 days of edge storage, with LTE. VMS included and server free. Installed and maintained by Flock Safety, turn key-no additional software or integrations required. with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users. AC power is also available if needed.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Condor Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Bundle Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
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Solar Condor™ Fixed	Law enforcement grade live streamed Solar powered Fixed camera with 30 days of edge storage. VMS included and server free. Installed and maintained by Flock Safety, turn key-no additional software or integrations required. *Flock provided sim card camera is limited to 25 hours per month of live streaming.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety Falcon® LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.

Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

Flock Safety + DE - Milford PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Jesse Lucarini
jesse.lucarini@flocksafety.com
6097448417

flock safety



EXHIBIT A
ORDER FORM

Customer: DE - Milford PD
Legal Entity Name: DE - Milford PD
Accounts Payable Email: cecilia.ashe@cj.state.de.us
Address: 400 Ne Front St Milford, Delaware 19963

Initial Term: 24 Months
Renewal Term: 24 Months
Payment Terms: Net 30
Billing Frequency: Annual Plan - First Year Invoiced at Signing.
Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$43,000.00
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The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Billing Schedule

Billing Schedule	Amount (USD)
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Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: DE - Milford PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

Statement to City Council

Good afternoon, Mayor and City Council. I am Terry Rogers, President of DMI. The address of DMI is 10 South Walnut Street in Milford. My address is 20535 Fleatown Road in Lincoln. I am here with Neyda Albarran, Vice-President and several other board members to explain DMI's plans going forward.

On Friday, December 13, we accepted the resignation of our Executive Director, Sara LeBright. There is a signed non-disclosure agreement in effect, so we cannot go into any details. We hope you understand our position on that matter. We wish Sara the best and we are extremely grateful for all she has done over the past year.

We are in the process of developing a three year strategic plan under the direction of Michele Webb. We are seeking to clarify our mission, vision and objectives as we move forward.

We have two plans to share tonight. One is about the future and the other is if we are looking to focus on the past.

The first plan is focusing on the future. This plan includes:

1. In January, Downtown Milford Inc. will begin a strategic planning process that will refocus, restructure and clarify the mission and vision of Downtown Milford Inc.
2. Downtown Milford will be working more closely with Main Street America and Main Street Delaware, a division of the Delaware Small Business Association, to comply with accreditation requirements, improve operations and learn from other successful Main Street organizations.
3. Downtown Milford has approved the expansion of the downtown footprint as shown here.
4. Downtown Milford has approved the relocation of the main office.
5. Downtown Milford is looking forward to streamlining events as a result of downtown business owner input.
6. Downtown Milford will seek to collaborate with not only businesses but other organizations working within and for the reconfigured footprint.
7. Downtown Milford will work toward multi-cultural inclusion in its activities and collaborations.

8. Downtown Milford Inc. will seek to collaborate even more closely with our city and its departments, especially now that the city has an Economic Development and Community Relations Administrator.
9. As we are engaged in this process, we will secure the support needed for the operations necessary within the Downtown Milford office.
10. All current committee chairpersons have expressed a desire to continue serving in their capacity.
11. The Board of Directors of Downtown Milford Inc will be doing their part to facilitate the process as we move forward and develop the organizational needs.

Downtown Milford will continue to nurture the cherished heritage of Milford, Delaware's central business district and be committed to infusing new life and purpose into downtown together as a community. Some of the ways in which we have done this are:

1. Weekly Riverwalk Farmer's Market
2. Bug and Bud Festival
3. Monthly events in the downtown area
4. Santa House
5. Holiday Stroll
6. Milford in Bloom
7. Banner Project
8. Partnering to celebrate the legacy of Martin Luther King Jr.
9. Hispanic Heritage Celebration
10. Ribbon Cuttings
11. Developing a multi-cultural festival
12. Securing resources such as grants for paint, facades and awnings for our downtown businesses
13. General promotion of events, businesses and organizations in the downtown area
14. Collaborating with the city whenever possible
15. Collaborating with other event organizers within our footprint
16. Collaborating with the Chamber of Commerce

Downtown Milford is a community driven organization powered by volunteers. All of us are working to improve the quality of life in our town on an individual level in other organizations. We will continue to serve our city in every capacity we are able to whether that is through Downtown Milford or the other organizations we support.

It is our desire to continue serving Milford in partnership with the city, members of council, and all of the departments that make our city thrive. We have provided you with financials, updated bylaws and articles of incorporation for you to review at your leisure. As soon as the strategic plan is developed in partnership with the city, we will provide a copy to council.

Are there any questions?



Update to City Council

December 20, 2024

Strategic Planning

- Will begin January 7, 2024
- Clarifying mission statement, vision statement and objectives

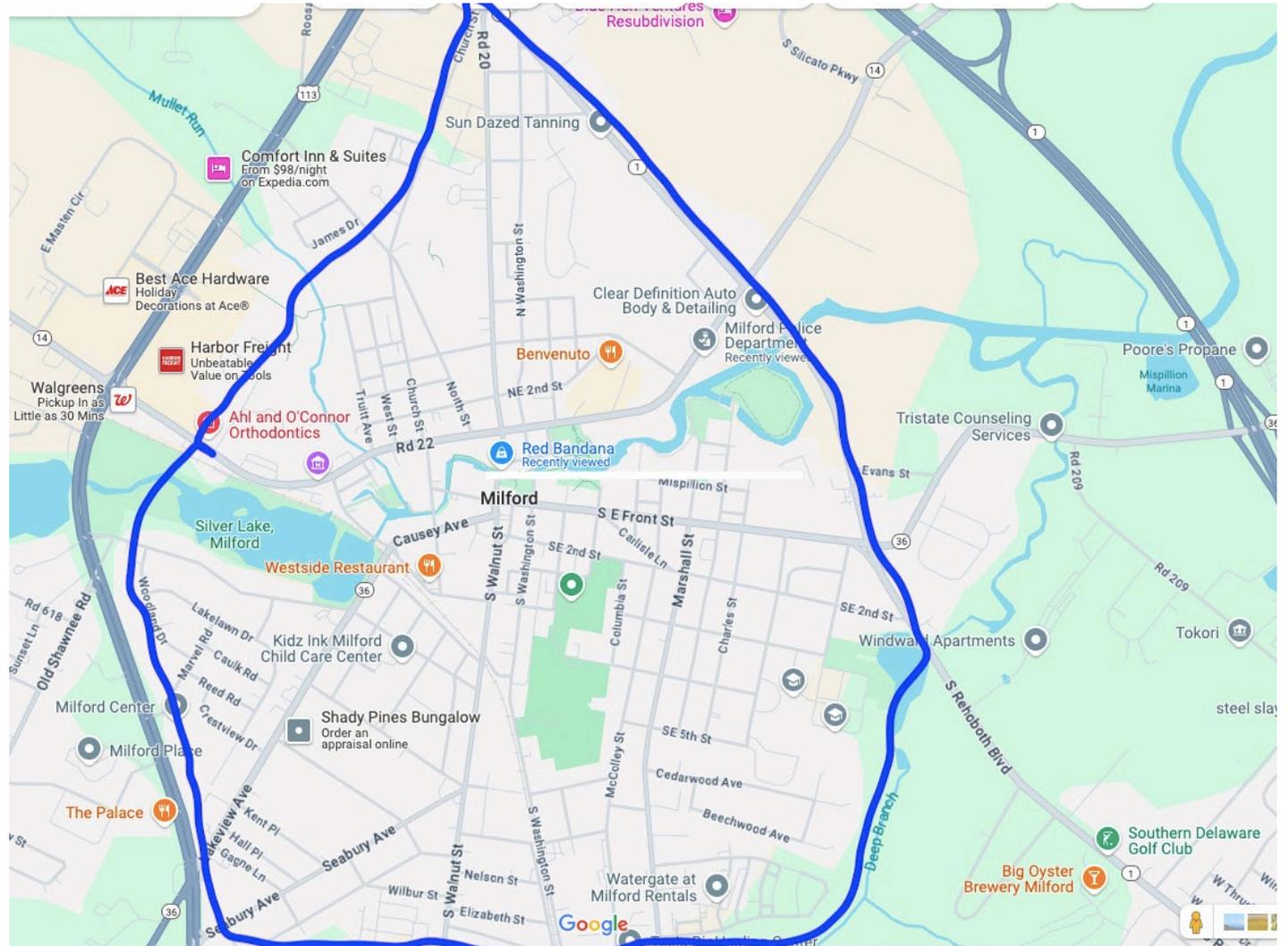


Focusing on the Future

- Strategic Planning Process begins in January
- Collaboration with Main Street America and SBA



Expanded Downtown Footprint



Office Relocation



Event Streamlining





U.S. Small Business Administration



HOME of the BUCCANEERS

The
Rotary
Club of Milford



**MAIN STREET
AMERICA™**



Milford
Historical
Society

Collaboration



Multi Cultural Inclusion



City Collaboration

VALE
MEM
CITY
HERE
COL. ROBERT H
WAS DESTROYE
MARIA ELIZA
AND HER HUS
CONSTRUCTE
PRESENT CITY
THE CITY OF
MEMORIAL TO
DAUGHTER M
PERSONA
GRA
SEP

Operational
Needs



Board of Directors



Terry Rogers



Neyda Albarran



Justin Arseneau



Michele Webb



Darron Johnson
Wilson



Martha Gery



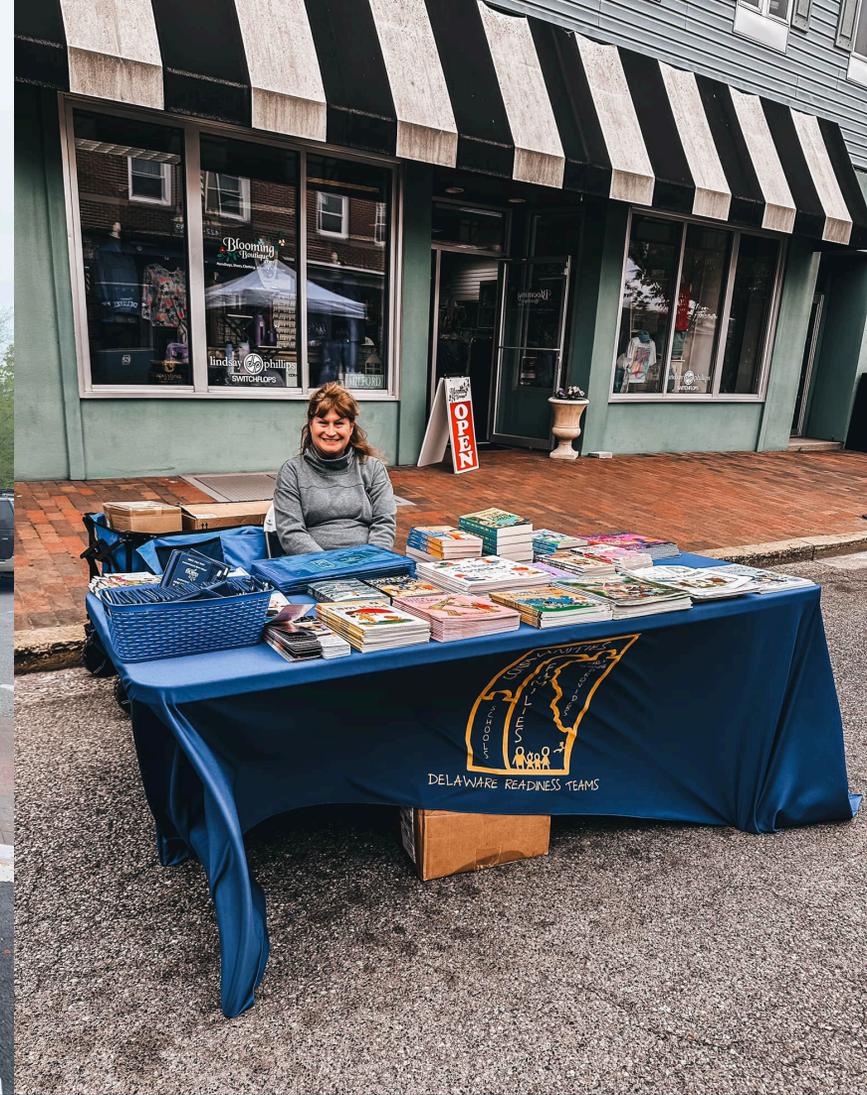
Dwayne Powell

Supporting the Downtown Business District

“DMI will continue to nurture the cherished heritage of Milford...”



Riverwalk Farmer's Market



Bug and Bud Festival

Monthly Events



2 BANDS EVERY FRIDAY	DOWNTOWN MILFORD FIRST FRIDAY
INTERESTED IN BEING A VENDOR?  SCAN HERE!	THE ALCOHAULER A TRAVELING BAR EXPERIENCE POWERED BY easySpeak
FOOD TRUCKS 	MAY 3 - OCT 4
DMI OFFICE  10 South Walnut St. Milford, DE 302-839-1180 	KIDS ACTIVITIES 

FOR MORE INFORMATION, VISIT DOWNTOWNMILFORD.ORG



Santa House



Holiday Stroll



Milford in Bloom



Banner Project



Martin Luther King Jr. Celebration

- Downtown Milford Inc. will be collaborating with the Milford Ministerial Association, Milford Museum and Milford Senior Center in a community-wide celebration of the life and legacy of the Rev. Dr. Martin Luther King, Jr. under the leadership of our newly formed Multicultural Committee.





Hispanic Heritage Celebration



Ribbon Cuttings

Multi-Cultural Festival

- DMI is in the planning stages for a Multi-Cultural Festival that will celebrate the many cultures that make up Milford in the near future





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This Photo by Unknown Author is licensed under [CC BY-ND](#)

Business Resources



Promotion of
Downtown



City Collaboration

The Fabulous Greaseband

DELAWARE HOSPICE Fundraiser

March 23

7 pm - midnight

- Cash Bar
- Taste of Yesteryear
- Live Music

Milford Elks Lodge, 18951 Elks Lodge Rd, Milford

le/\$50 couple

SUNDAY APRIL 21, 2024

PINK & BLACK FUNDRAISER

THE MICHIGAN SOCIETY OF MUSKIE SISTERS

I AM MSK
I Am My Sister's Keeper

COME OUT AND ENJOY AN APPETIZER OR MEAL, AND SUPPORT THE BRIGHT AND TALENTED LADIES OF TOMORROW. PROCEEDS FROM FOOD PURCHASED ASSIST WITH MEALS, TRANSPORTATION, AND ACTIVITIES FOR THE KENT/SUSSEX CHAPTER.

7:00 P.M.

History Series Presents:

THE LIFE OF DR. MARTIN LUTHER KING, JR.

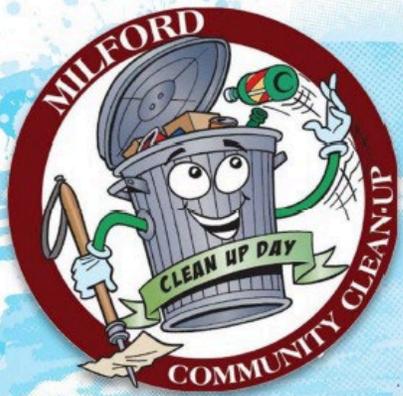
Featuring:
Rev. Dr. John G. Moore, Sr.

SATURDAY
JANUARY 13,
1:00 P.M.

For more information:
tom@milfordDEmuseum.org
milfordDEmuseum.org
(302) 424-1080

At Milford Public Library

Organization Collaboration



We need **YOUR HELP!**

4th Annual Milford Community Clean-Up
Saturday, April 13, 2024 | 8:00 am – 10:30 am
Bicentennial Park, Downtown Milford | 206-218 NE Front St, Milford

Morning refreshments donated by the Milford Church of God!

All supplies provided!

DE

Community service hours and/or volunteer letter provided!

FREE t-shirt for the first 200 registered!

Register at: <https://signup.com/go/FLUapvf>



Chamber Collaboration

Volunteer Driven

- As of today, Downtown Milford Inc. volunteers have provided over 5,000 hours of service in 2024





Questions or
Concerns?





Downtown Milford Inc.

Bylaws

Rev. DEC 2024 | MILFORD, DELAWARE

ADOPTED 11/14/2000; REVISIONS 8/3/2005; 11/7/2012; 11/3/2016; 11/1/2018; 10/5/2021;
3/5/2024; 11/5/2024; 12/3/2024

DOWNTOWN MILFORD, INC. (DMI) BYLAWS

ARTICLE 1 - Name and Principal Office of Corporation

Section 1. The name of this corporation shall be Downtown Milford, Inc. (herein after referred to as the Corporation). The principal office shall be determined by the Board of Directors of the Corporation.

ARTICLE 2 - Purpose

Section 1. The purposes for which this corporation is organized are to stimulate economic development in Downtown Milford through

Organization (encouraging cooperation and building leadership in the business community);

Promotion (creating a positive image for downtown by promoting the downtown as an exciting place to live, shop, and invest);

Design (improving the appearance of the downtown);

Economic Vitality (rebuilding and diversifying downtown's economy) ;

and to receive, administer, and distribute funds in connection with any activities related to the above purposes.

The corporation is organized to operate exclusively for charitable and educational purposes within the meaning of Section, 501(c)(3) of the Internal Revenue Code of 1986 (or corresponding provision of any future United States Internal Revenue law) and more specifically:

a) to promote the historic preservation, protection and use of Milford's traditional downtown area, including that area's commercial, civic and religious enterprises and residences.

b) to take remedial actions to promote Milford's historic preservation, contribute to its community betterment while lessening the burdens of Milford's government.

c) to disseminate information of and promote interest in the preservation, history, culture, architecture and public use of Milford's traditional downtown area.

d) to hold meetings, seminars and other activities for the instruction of those in the organization's District and the public in those activities such as building rehabilitation and design, economic restructuring and planning management that foster the preservation of Milford's traditional downtown area, and enhance the understanding and appreciation of its history, culture and architecture.

ADOPTED 11/14/2000; REVISIONS 8/3/2005; 11/7/2012; 11/3/2016; 11/1/2018; 10/5/2021; 3/5/2024; 11/5/2024; 12/3/2024

e) to aid, work with and participate in the activities of other organizations, individuals and public and private entities located within and outside Milford engaged in similar purposes.

f) to solicit and receive and administer funds for educational purposes and to that end to take and hold by bequest, devise, gift, grant, purchase, lease or otherwise, either absolutely or jointly with another person or corporation, any property, real, personal, tangible or intangible, or any undivided interest therein, without limitation as to amount of value; to sell, convey or otherwise dispose of any such property and to invest, reinvest or deal with the principal or the income thereof in such manner as, in the judgement of the corporation's directors, will best promote the purposes of the corporation without limitation, except such limitation if any, as may be contained in the instrument under which such property is received, the bylaws of the corporation, or any laws applicable thereto.

In addition, in furtherance but not in limitation thereof:

The Corporation shall not carry on propaganda or otherwise attempt to influence legislation except as an insubstantial part of its activities. The corporation shall not engage in any transaction or permit any act or omission which shall operate to deprive it of its tax-exempt status under Section 501(c)(3) of the Code. The corporation shall not in any manner or to any extent participate in, or intervene in (including the publishing or distribution of statements) , any political campaign on behalf of any candidate for public office; nor shall it engage in any "prohibited transaction" as defined in Section 501(b) of the Internal Revenue Code of 1986. In the event of dissolution or liquidation of the corporation, any assets then remaining shall be distributed among such other organizations as shall qualify at the time as exempt organizations described in Code Section 501(c)(3) as the Board of Directors shall determine, such assets to be used for purposes consistent with those described in the immediately preceding subparagraphs lettered (a) through (e) .

No part of the net earnings of the corporation shall inure to the benefit of any private individual except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered herein. None of the property of the corporation shall be distributed directly or indirectly except in fulfillment of its charitable and educational purposed enumerated herein.

The corporation also has such powers as are now or may hereafter be granted under the laws of Delaware that are furtherance of the corporation's exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding section of any future federal tax codes.

ARTICLE 3 - Program Area

Section 1. DMI Boundaries and DMI Project Area

For the purposes of economic reporting, and in an effort to streamline our communication with Economic Development purposes, we will mirror the Milford Downtown Destination District (DDD) boundary as much as possible.

Actual boundaries are displayed as Appendix 1 of these bylaws.

ARTICLE 4 - Membership

Section 1. Membership shall consist of the board of directors.

ARTICLE 5 - Meetings

Section 1. The Board of Directors shall meet at least six (6) times a year with at least one meeting in each quarter. Board of Directors meetings are open to the General Public. Notice of all Board of Director meetings shall be published at least one week prior to said meetings on the organization website. The agenda and the minutes shall be made available online.

Section 2. Special meetings may be called by the President or Board of Directors. The time and location of Special Meetings will be determined with consideration for the overall convenience of the members of the Board of Directors. Notices of any special meetings of the Board shall be given to each Director by verbal communication, either in person or over the telephone, by mail or by e-mail. Notice shall be deemed given when the Director is contacted at the last address or contact information appearing on the books of the corporation.

ARTICLE 6 - Board of Directors

Section 1. The Corporation shall be governed by a Board of between five (5) and fifteen (15) Directors who, except for a Board member which may be proposed from the Milford Chamber of Commerce, shall be nominated from and elected by a majority of directors present at the last meeting of the fiscal year, provided there is a quorum present. In order to provide a liaison between the Milford Chamber of Commerce and the Corporation, the Milford Chamber of Commerce will propose a member of their organization to serve on the Board. Approval will be required from the Corporation Board of Directors for the proposed member. If approved, the member will have full voting privileges and rights of a Board member.

ADOPTED 11/14/2000; REVISIONS 8/3/2005; 11/7/2012; 11/3/2016; 11/1/2018; 10/5/2021; 3/5/2024; 11/5/2024; 12/3/2024

Section 2. Term of office shall be for two years, with one-half the number of members to be elected each year. Directors may be elected for three consecutive terms before being required to remain off the Board for at least one year prior to re-election. The first year this section is put into practice, one-half of the number of elected Board members will serve for one year and the other half will serve for two years, thereafter, the term of each elected member will be for two years as stated above.

Section 2A. Ex-officio Directors. By a majority vote of the Board of Directors, an individual may be designated as an ex-officio Director by reason of such individual's election to public office, assumption of some significant role in the community or special relationship to the Corporation and may remain an ex-officio Director while holding such office or maintaining such role or relationship. Ex-officio Directors may attend all meetings of the Board of Directors and participate in discussions but may not vote and do not count in quorum.

Section 3. Prior to the last meeting of the fiscal year, a three-member Nominating Committee shall be appointed by the President with Board approval. This committee, chaired by a Board member will select candidates for the Board of Directors. The Nominating Committee shall submit its list for Board approval at least thirty (30) days before the last meeting of the fiscal year. Directors so elected shall serve a term beginning on the first day of the next fiscal year.

If election is not held or the new directors fail to assume the duties of their office, the directors holding office shall continue to act as directors and shall have full power and authority to act as same until such time as new directors have been elected and assume their duties.

Section 4. At all meetings of the Board, a majority of the Board shall constitute a quorum for the transaction of business.

Section 5. The officers of the Board shall consist of a president, a vice-president, a secretary, and a treasurer.

Section 6. Any vacancy on the Board may be filled for the balance of the term by appointment through a majority vote of the Board.

Section 7. Director's consent or votes on any issues, which require action on any matter prior to a scheduled meeting, shall be recorded in writing or by electronic transmission. Any resolution in writing or by electronic transmission approved and signed by a majority of the Directors, shall have the same force and effect as if the same were passed by vote of a majority on the Directors at a meeting duly called and held for that purpose. For the purpose of this section, "electronic transmission" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process. Signatures by facsimile shall be sufficient. For electronic transmission, Director provided email address constitutes their

ADOPTED 11/14/2000; REVISIONS 8/3/2005; 11/7/2012; 11/3/2016; 11/1/2018; 10/5/2021; 3/5/2024; 11/5/2024; 12/3/2024

signature. The Secretary shall record such resolutions in the minutes of the corporation.

Section 8. Directors are expected to attend all Regular and Special Meetings of the Board. Failure to attend three unexcused consecutive Regular meetings may result in removal from the Board. Attendance in a virtual format constitutes approved attendance.

Section 9. Any Director may be removed by the Board whenever, in its judgment, the best interests of the corporation shall be served thereby. Such removal requires a two-thirds affirmative vote of the full Board of Directors. Any Director having more than two unexplained absences per year, in accordance with section 8 above, shall be removed from office.

Section 10. Conflict of Interest. Members of the DMI Board of Directors shall sign a Conflict of Interest policy.

Section 11. Board Member Agreement. Members of the DMI Board of Directors shall sign a written agreement that states they understands the responsibilities of a Board member.

ARTICLE 7 - Committees

Section 1. This Corporation may have standing committees, which can include Design; Promotion; Economic Vitality; Organization; and Riverwalk Farmer's Market. The chairpersons shall be approved by the Board of Directors and may be Board Members or non-Board Members. If the Board so chooses, they can adopt more of a task force approach when appropriate.

Section 2. Committee chairpersons shall attend all Board of Director meetings to report on committee activities.

ARTICLE 8 - Officers

Section 1. The officers of the Board shall be elected by the Board of Directors at the last meeting of the fiscal year by a simple majority. No Officer, Director, nor any standing or special committee shall commit the corporation to any policy, contract, or debt, nor represent it at any public or private hearing without having first received authority to do so from the Board of Directors.

a) **President.** The President will be the principal elected officer of the corporation and will, subject to the control of the Board of Directors, exercise general supervision over the affairs of the corporation. The President will preside at all meetings of the Board of Directors, receive all matters presented for consideration and make assignments of each to the proper committee, and perform such other duties as the Board of Directors may specify. The President may appoint a member of the Board of Directors to serve on the Board of Directors of the Milford Chamber of Commerce in order to have a liaison between these organizations. The President may at his or her

ADOPTED 11/14/2000; REVISIONS 8/3/2005; 11/7/2012; 11/3/2016; 11/1/2018; 10/5/2021; 3/5/2024; 11/5/2024; 12/3/2024

discretion or at the suggestion of the Board of Directors arrange for another officer to preside at other meetings. They shall be a voting member of all committees.

b) **Vice-President.** In the absence of the President or in the event of his or her inability or refusal to act, the Vice-President will perform the duties of the President and, when so acting, shall have all the powers of, and be subject to all the restrictions imposed upon the President. The Vice-President will perform such other duties as may be assigned by the President or the Board of Directors.

c) **Secretary.** The Secretary will keep the minutes of the meetings of the Board of Directors; make certain all notices are duly given in accordance with the provisions of these bylaws; maintain a register of the post-office address of each Board of Directors member which each member shall furnish to the Secretary; and in general perform all duties incident to the office of Secretary and such other duties as the President or the Board of Directors may assign.

d) **Treasurer.** The Treasurer shall have charge and custody of all funds of the corporation. They will ensure that a full and accurate account of receipts and disbursements is kept; review the corporations books and report thereon at least quarterly to the Board of Directors; monitor the deposit of all moneys and valuable effects in the name and to the credit of the corporation in depositories designated by the Board of Directors; and in general, perform all other duties required by such office as the President of the Board of Directors may assign. The Board of Directors may require the Treasurer to be bonded.

e) **Temporary Officers.** In case of the absence or disability of any officer of the Corporation and of any person authorized to act in his or her place during such periods of absence or disability, the President may from time to time delegate the powers and duties of such officer to any other officer or any other Board of Directors member.

ARTICLE 9 - Committees

Section 1. The Board of Directors will create committees as necessary to achieve the mission of DMI. As a Main Street organization, four standing committees are required. They are:

- Design
- Economic Vitality
- Organization
- Promotion

Section 2. Each committee must have a chairperson. No committee can be led by the Executive Director or other paid staff. All chairpersons must be volunteer.

Section 3. Each board member must serve on at least one committee.

ADOPTED 11/14/2000; REVISIONS 8/3/2005; 11/7/2012; 11/3/2016; 11/1/2018; 10/5/2021; 3/5/2024; 11/5/2024; 12/3/2024

Section 4. The Board of Directors has the authority to appoint members to any committee. Chairpersons can also appoint members to the committee but should discuss committee membership with the Board of Directors prior to appointment

Section 5. Committee members and chairpersons are expected to follow a professional code of conduct.

Section 6. If the committee chairperson believes that a member of a committee has breached the code of conduct and should be removed, the chairperson should reach out to the President of the Board and request a board vote for such removal. The President will present the request to the Board for a vote.

- A. Statements regarding the violation of the code of conduct must be provided to the Board.
- B. Code of Conduct violations for committee members may include, but are not limited to:
 - Harassment
 - Discrimination
 - Conflict of Interest
 - Misrepresentation
 - Harmful Actions
 - Interference
 - Non-Participation
 - Aggressive Behavior
 - Verbal or Physical Assault
 - Criminal Behavior
 - Financial Mismanagement
 - Repeated negative comments on social media
 - Discriminatory slurs (racial, gender, etc.)
- C. Once the Board votes to remove a committee member, the President shall issue a formal letter either via snail mail or email to notify the member they have been removed.
- D. The committee member has 30 days to appeal the removal and a decision regarding the appeal will be conducted via email prior to the next Board meeting. If the decision is upheld on appeal, the decision is final.

ARTICLE 10 - Executive Director

Section 1. The Corporation's executive director, or other title as may be determined by the Board of Directors, shall not be a member of the Board of Directors. They shall manage the daily operations of the Corporation. The executive director shall be responsible for coordinating the implementation of the Corporation's policies and projects and such other duties as the Board of Directors may require. The executive director shall receive for his or her services such compensation as may be determined by the Board of Directors. The executive director shall report to the Board of Directors.

ARTICLE 11 - Finances

ADOPTED 11/14/2000; REVISIONS 8/3/2005; 11/7/2012; 11/3/2016; 11/1/2018; 10/5/2021; 3/5/2024; 11/5/2024; 12/3/2024

Section 1. Except as provided below, all expenditures of Corporation funds shall be approved in advance.

Section 2. The Executive Director may approve up to \$1000 in expenditures between board meetings.

Section 3. Expenditures of \$1000.01 or more must be approved by the board in advance. Two (2) board signatures are required on any expenditures higher than \$1000.01.

Section 4. The Corporation's annual budget shall be posted on the Corporation website in the interest of transparency.

ARTICLE 12 - General Provisions

Section 1. The meetings of the Board of Directors shall be conducted according to Robert's Rules of Order.

Section 2. Minutes for all meetings must be submitted the Secretary within one week of a meeting. Minutes must show the time the meeting was called to order, who was in attendance, written documentation of discussions, names of firsts and seconds of motions as well as the time the meeting was adjourned.

ARTICLE 13 - Changes to Bylaws

Section 1. The bylaws of the corporation may be altered, amended, or repealed at any board meeting so long as it is preceded with a Notice of the Meeting which must include any proposed amendments. Change requires an affirmative vote by two-thirds of the Board of Directors present at such meeting, in person or by proxy.

Section 2. Bylaws must be reviewed on an annual basis. If no changes are made, the Executive Board signs an updated copy to be filed in the Corporation office. An electronic version of the signed bylaws must also be retained where it can be accessed by members, the Board of Directors and members of the public. If possible, bylaws should be posted as a PDF file on the Corporation website for public viewing.

ARTICLE 14 – Organization Dissolution

The corporation shall continue unless the Board of Directors determines that the corporation is no longer able to carry out the objectives and purposes set herein. Dissolution of the corporation shall be conducted according to the applicable statute, the Articles of Incorporation and shall require a $\frac{3}{4}$ vote of the total Board of Directors at the time of voting, at a special meeting called specifically for this purpose by the Board. Upon dissolution, assets shall be disposed of as provided by the Articles of Incorporation and Article 2, Section 1f of these bylaws.

ARTICLE 15 - Fiscal Year

The fiscal year of the Corporation shall be from July 1 to June 30.

President Date

Vice-President Dat

Secretary Date

Treasurer Date

ADDENDUM 1
BOUNDARY MAP



ADOPTED 11/14/2000; REVISIONS 8/3/2005; 11/7/2012; 11/3/2016; 11/1/2018; 10/5/2021;
3/5/2024; 11/5/2024; 12/3/2024

Summary Overview

1. Balance Sheet Overview (As of November 30, 2024):

- **Total Assets:** \$179,847.30 (5.37% increase YoY)
 - **Current Assets:** \$149,219.92 (53.09% increase)
 - **Major Project Investments:** Decreased by 72.85% to \$15,616.18.
 - **Liabilities:** \$4,340.84 (7.03% increase YoY).
 - **Equity:** \$175,506.46 (5.33% increase YoY).
-

2. Profit & Loss for FY Ending June 2024:

- **Total Income:** \$155,969.71.
 - Operations Income contributed \$68,010.40.
 - Event-based committees (e.g., Bug & Bud Festival, Christmas Market) generated notable revenue.
 - **Total Expenses:** \$145,756.41.
 - Operations expenses were the largest (\$95,850.25).
 - **Net Income:** \$10,213.30 (Operations incurred a net loss of \$29,361.15, offset by other committee activities).
-

3. Year-to-Date Performance (July - November 2024):

- **Total Income:** \$15,852.41.
 - Significant contributions from Bug & Bud Festival (\$1,257.00) and Christmas Market (\$2,951.25).
- **Total Expenses:** \$56,451.67.
 - High operational expenses of \$48,327.18.
- **Net Loss:** \$40,599.26.

Key Highlights for Presentation:

1. **Financial Stability:** Strong asset growth and maintained equity position
2. **Event Profitability:** Seasonal events like the Bug & Bud Festival are profitable, underlining their importance to the organization's revenue strategy.
3. **Operational Challenges:** High operational expenses are a major factor in net losses, highlighting the need for financial support from the City of Milford.
4. **Investment Opportunities:** The decrease in major project investments presents a shift from Certificates of Deposit investments to U.S. Treasury T-Bill investments.

DOWNTOWN MILFORD INC.

Balance Sheet

As of November 30, 2024

	TOTAL			
	AS OF NOV 30, 2024	AS OF NOV 30, 2023 (PY)	CHANGE	% CHANGE
ASSETS				
Current Assets				
Bank Accounts	\$147,831.92	\$92,825.63	\$55,006.29	59.26 %
Accounts Receivable	\$ -200.00	\$ -200.00	\$0.00	0.00 %
Other Current Assets	\$1,588.00	\$4,849.00	\$ -3,261.00	-67.25 %
Total Current Assets	\$149,219.92	\$97,474.63	\$51,745.29	53.09 %
Fixed Assets				
Other Assets	\$9,343.00	\$9,343.00	\$0.00	0.00 %
1820 L/R PSShoppe LLC (Petite Sweet)	4,122.87	4,122.87	0.00	0.00 %
1850 L/R Cookies Paper Petals, LLC	1,545.33	2,231.10	-685.77	-30.74 %
1900 Major Project Investments	15,616.18	57,514.45	-41,898.27	-72.85 %
Total Other Assets	\$21,284.38	\$63,868.42	\$ -42,584.04	-66.67 %
TOTAL ASSETS	\$179,847.30	\$170,686.05	\$9,161.25	5.37 %
LIABILITIES AND EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable	\$0.00	\$0.00	\$0.00	0.00%
Credit Cards	\$469.22	\$569.39	\$ -100.17	-17.59 %
Other Current Liabilities	\$3,871.62	\$3,486.46	\$385.16	11.05 %
Total Current Liabilities	\$4,340.84	\$4,055.85	\$284.99	7.03 %
Total Liabilities	\$4,340.84	\$4,055.85	\$284.99	7.03 %
Equity	\$175,506.46	\$166,630.20	\$8,876.26	5.33 %
TOTAL LIABILITIES AND EQUITY	\$179,847.30	\$170,686.05	\$9,161.25	5.37 %

DOWNTOWN MILFORD INC.

Profit and Loss by Class

July - November, 2024

	Design Committee			DMI Operations		
	Banners	Five for Free Paint	Total Design Committee	DMI Operations	USDA Low Interest Loan Pool	Total DMI Operations
Income						
4000 Operations Income			-	320.05	51.72	371.77
4200 Organization Committee Inc			-	187.20		187.20
4400 Promotion Committee Inc			-			-
4600 Design Committee Inc	1,540.00		1,540.00			-
4800 EV Committee Inc			-			-
Total Income	1,540.00	-	1,540.00	507.25	51.72	558.97
Gross Profit	1,540.00	-	1,540.00	507.25	51.72	558.97
Expenses						
5000 Operations Exp			-	48,327.18		48,327.18
6400 Promotion Committee Exp			-			-
6600 Design Committee Exp	778.39	103.47	881.86			-
6800 EV Committee Exp			-			-
6880 Vineyard Shipyard - Feasibility			-			-
Square Fees			-			-
Total Expenses	778.39	103.47	881.86	48,327.18	-	48,327.18
Net Operating Income	761.61	(103.47)	658.14	(47,819.93)	51.72	(47,768.21)
Net Income	761.61	(103.47)	658.14	(47,819.93)	51.72	(47,768.21)

DOWNTOWN MILFORD INC.

Profit and Loss by Class

July - November, 2024

	EV Committee		Organization Committee	
	Farmers Market	Total EV Committee	Donations	Total Organization Committee
Income				
4000 Operations Income		-		-
4200 Organization Committee Inc		-	4,028.00	4,028.00
4400 Promotion Committee Inc		-		-
4600 Design Committee Inc		-		-
4800 EV Committee Inc	799.00	799.00		-
Total Income	799.00	799.00	4,028.00	4,028.00
Gross Profit	799.00	799.00	4,028.00	4,028.00
Expenses				
5000 Operations Exp		-		-
6400 Promotion Committee Exp		-		-
6600 Design Committee Exp		-		-
6800 EV Committee Exp	960.00	960.00		-
6880 Vineyard Shipyard - Feasibility		-		-
Square Fees		-		-
Total Expenses	960.00	960.00	-	-
Net Operating Income	(161.00)	(161.00)	4,028.00	4,028.00
Net Income	(161.00)	(161.00)	4,028.00	4,028.00

DOWNTOWN MILFORD INC.

Profit and Loss by Class

July - November, 2024

	Promotions Committee								
	Bug & Bud Festival	Christmas Market	Holiday Stroll	Santa House	Pop-Up Opera	Total Santa House	Weeknight Events	Total Promotion Committee	TOTAL
Income									
4000 Operations Income				1,200.00		1,200.00		1,200.00	1,571.77
4200 Organization Committee Inc						-		-	4,215.20
4400 Promotion Committee Inc	1,257.00	2,951.25	2,210.00			-	1,308.19	7,726.44	7,726.44
4600 Design Committee Inc						-		-	1,540.00
4800 EV Committee Inc						-		-	799.00
Total Income	1,257.00	2,951.25	2,210.00	1,200.00	-	1,200.00	1,308.19	8,926.44	15,852.41
Gross Profit	1,257.00	2,951.25	2,210.00	1,200.00	-	1,200.00	1,308.19	8,926.44	15,852.41
Expenses									
5000 Operations Exp						-		-	48,327.18
6400 Promotion Committee Exp			2,503.10	704.55	1,250.00	1,954.55	1,824.98	6,282.63	6,282.63
6600 Design Committee Exp						-		-	881.86
6800 EV Committee Exp						-		-	960.00
6880 Vineyard Shipyard - Feasibility						-		-	-
Square Fees						-		-	-
Total Expenses	-	-	2,503.10	704.55	1,250.00	1,954.55	1,824.98	6,282.63	56,451.67
Net Operating Income	1,257.00	2,951.25	(293.10)	495.45	(1,250.00)	(754.55)	(516.79)	2,643.81	(40,599.26)
Net Income	1,257.00	2,951.25	(293.10)	495.45	(1,250.00)	(754.55)	(516.79)	2,643.81	(40,599.26)

DOWNTOWN MILFORD INC.

Profit and Loss by Class

July 2023 - June 2024

	Design Committee					DMI Operations		
	Banners	Five for Free Paint	Milford In Bloom	Sign, Awning & Facade	Total Design Committee	DMI Operations	USDA Low Interest Loan Pool	Total DMI Operations
Income								
4000 Operations Income			0.00		0.00	67,884.14	126.26	68,010.40
4200 Organization Committee Inc			0.00		0.00			0.00
4400 Promotion Committee Inc			0.00		0.00			0.00
4600 Design Committee Inc	1,846.00		470.06		2,316.06			0.00
4800 EV Committee Inc			0.00		0.00			0.00
Discount Income			0.00		0.00			0.00
Total Income	\$ 1,846.00	\$ 0.00	\$ 470.06	\$ 0.00	\$ 2,316.06	\$ 67,884.14	\$ 126.26	\$ 68,010.40
Gross Profit	\$ 1,846.00	\$ 0.00	\$ 470.06	\$ 0.00	\$ 2,316.06	\$ 67,884.14	\$ 126.26	\$ 68,010.40
Expenses								
5000 Operations Exp			0.00		0.00	95,850.25		95,850.25
6400 Promotion Committee Exp			0.00		0.00	453.50		453.50
6600 Design Committee Exp	2,231.23	597.06	1,519.62		4,347.91			0.00
6800 EV Committee Exp			0.00		0.00			0.00
Reimbursements			0.00		0.00	0.00		0.00
Square Fees			0.00		0.00	1,067.80		1,067.80
Unapplied Cash Bill Payment Expense			0.00		0.00			0.00
Total Expenses	\$ 2,231.23	\$ 597.06	\$ 1,519.62	\$ 0.00	\$ 4,347.91	\$ 97,371.55	\$ 0.00	\$ 97,371.55
Net Operating Income	-\$ 385.23	-\$ 597.06	-\$ 1,049.56	\$ 0.00	-\$ 2,031.85	-\$ 29,487.41	\$ 126.26	-\$ 29,361.15
Other Expenses								
6660 WSFS Facade Project Grants			0.00	500.00	500.00			0.00
Total Other Expenses	\$ 0.00	\$ 0.00	\$ 0.00	\$ 500.00	\$ 500.00	\$ 0.00	\$ 0.00	\$ 0.00
Net Other Income	\$ 0.00	\$ 0.00	\$ 0.00	-\$ 500.00	-\$ 500.00	\$ 0.00	\$ 0.00	\$ 0.00
Net Income	-\$ 385.23	-\$ 597.06	-\$ 1,049.56	-\$ 500.00	-\$ 2,531.85	-\$ 29,487.41	\$ 126.26	-\$ 29,361.15

DOWNTOWN MILFORD INC.

Profit and Loss by Class

July 2023 - June 2024

	EV Committee		Organization Committee						
	Farmers Market	Total EV Committee	Donations	Ice Cream	Membership	Total Organization Committee	Bug & Bud Festival	Christmas Market	Holiday Stroll
Income									
4000 Operations Income		0.00		2,000.00		2,000.00	120.00		
4200 Organization Committee Inc		0.00	9,578.00		2,500.00	12,078.00			
4400 Promotion Committee Inc		0.00	50.00			50.00	26,063.25	2,927.56	4,720.10
4600 Design Committee Inc		0.00				0.00			
4800 EV Committee Inc	10,906.65	10,906.65				0.00			
Discount Income	-7.50	-7.50				0.00			
Total Income	\$ 10,899.15	\$ 10,899.15	\$ 9,628.00	\$ 2,000.00	\$ 2,500.00	\$ 14,128.00	\$ 26,183.25	\$ 2,927.56	\$ 4,720.10
Gross Profit	\$ 10,899.15	\$ 10,899.15	\$ 9,628.00	\$ 2,000.00	\$ 2,500.00	\$ 14,128.00	\$ 26,183.25	\$ 2,927.56	\$ 4,720.10
Expenses									
5000 Operations Exp		0.00		153.33		153.33			
6400 Promotion Committee Exp		0.00		-120.59		-120.59	3,593.68		1,915.01
6600 Design Committee Exp		0.00				0.00			
6800 EV Committee Exp	2,363.08	2,363.08				0.00			
Reimbursements		0.00				0.00			
Square Fees		0.00				0.00			
Unapplied Cash Bill Payment Expense		0.00				0.00			
Total Expenses	\$ 2,363.08	\$ 2,363.08	\$ 0.00	\$ 32.74	\$ 0.00	\$ 32.74	\$ 3,593.68	\$ 0.00	\$ 1,915.01
Net Operating Income	\$ 8,536.07	\$ 8,536.07	\$ 9,628.00	\$ 1,967.26	\$ 2,500.00	\$ 14,095.26	\$ 22,589.57	\$ 2,927.56	\$ 2,805.09
Other Expenses									
6660 WSFS Facade Project Grants		0.00				0.00			
Total Other Expenses	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Net Other Income	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Net Income	\$ 8,536.07	\$ 8,536.07	\$ 9,628.00	\$ 1,967.26	\$ 2,500.00	\$ 14,095.26	\$ 22,589.57	\$ 2,927.56	\$ 2,805.09

DOWNTOWN MILFORD INC.

Profit and Loss by Class

July 2023 - June 2024

	Promotions Committee								TOTAL
	Irish Music/Dance Concert	Ladybug Festival	Santa House	Pop-Up Opera	Total Santa House	St. Patrick's Pub Crawl	Weeknight Events	Total Promotion Committee	
Income									
4000 Operations Income					0.00		225.00	345.00	70,355.40
4200 Organization Committee Inc					0.00			0.00	12,078.00
4400 Promotion Committee Inc	4,170.91	9,428.33	1,951.46	1,269.00	3,220.46	5,630.13	4,110.36	60,271.10	60,321.10
4600 Design Committee Inc					0.00			0.00	2,316.06
4800 EV Committee Inc					0.00			0.00	10,906.65
Discount Income					0.00			0.00	-7.50
Total Income	\$ 4,170.91	\$ 9,428.33	\$ 1,951.46	\$ 1,269.00	\$ 3,220.46	\$ 5,630.13	\$ 4,335.36	\$ 60,616.10	\$ 155,969.71
Gross Profit	\$ 4,170.91	\$ 9,428.33	\$ 1,951.46	\$ 1,269.00	\$ 3,220.46	\$ 5,630.13	\$ 4,335.36	\$ 60,616.10	\$ 155,969.71
Expenses									
5000 Operations Exp			39.80		39.80			39.80	96,043.38
6400 Promotion Committee Exp	1,250.00	27,908.13	3,561.23		3,561.23	1,313.98	2,059.30	41,601.33	41,934.24
6600 Design Committee Exp					0.00			0.00	4,347.91
6800 EV Committee Exp					0.00			0.00	2,363.08
Reimbursements					0.00			0.00	0.00
Square Fees					0.00			0.00	1,067.80
Unapplied Cash Bill Payment Expense					0.00			0.00	0.00
Total Expenses	\$ 1,250.00	\$ 27,908.13	\$ 3,601.03	\$ 0.00	\$ 3,601.03	\$ 1,313.98	\$ 2,059.30	\$ 41,641.13	\$ 145,756.41
Net Operating Income	\$ 2,920.91	-\$ 18,479.80	-\$ 1,649.57	\$ 1,269.00	-\$ 380.57	\$ 4,316.15	\$ 2,276.06	\$ 18,974.97	\$ 10,213.30
Other Expenses									
6660 WSFS Facade Project Grants					0.00			0.00	500.00
Total Other Expenses	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 500.00
Net Other Income	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	-\$ 500.00
Net Income	\$ 2,920.91	-\$ 18,479.80	-\$ 1,649.57	\$ 1,269.00	-\$ 380.57	\$ 4,316.15	\$ 2,276.06	\$ 18,974.97	\$ 9,713.30



MARK A. WHITFIELD, CITY MANAGER
201 South Walnut Street
Milford, DE 19963

PHONE 302.422.1111
FAX 302.424.3553
www.cityofmilford.com

To: City Council and Mayor
From: Mark A. Whitfield, City Manager
Subject: DMI Financial Contributions and In-Kind Contributions
Date: December 20, 2024

In accordance with the Agreement with DMI, the City contributed \$50,000 to the organization in FY 2024. For FY2025, Council budgeted \$50,000, however the Agreement (attached) with DMI expired June 30, 2024 and payment will not be made until a new Agreement is approved and signed.

In-kind services for the past year total approximately \$25,600 for public works and parks & recreation, and \$7000 for police services for a total in-kind contribution of \$32,600.

Whitfield, Mark

From: Vitola, Louis
Sent: Tuesday, December 17, 2024 5:23 PM
To: Whitfield, Mark; Dennehy, Brad; Willis Shafer; Chief Ashe
Cc: Nordberg, Charles S.
Subject: RE: DMI

Mark, this year's amount is \$50,000 and the check will go out this month; it normally goes out in October. I'll get with Katrina on any other payments due to non-profit community partners.

The most recent five years of DMI contributions follow:

FY25 \$50,000
FY24 \$50,000
FY23 \$47,500
FY22 \$45,860
FY21 \$45,860

Let me know if you have any follow-up questions.

Thanks!

-Lou

From: Whitfield, Mark <mwhitfield@milford-de.gov>
Sent: Tuesday, December 17, 2024 2:53 PM
To: Dennehy, Brad <bdennehy@milford-de.gov>; Willis Shafer <WShafer@milford-de.gov>; Chief Ashe <Cecilia.ashe@cj.state.de.us>; Vitola, Louis <lvitola@milford-de.gov>
Cc: Nordberg, Charles S. <cnordberg@milford-de.gov>
Subject: Re: DMI

Yes. But keep it separate

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From: Dennehy, Brad <bdennehy@milford-de.gov>
Sent: Tuesday, December 17, 2024 2:49:53 PM
To: Whitfield, Mark <mwhitfield@milford-de.gov>; Willis Shafer <WShafer@milford-de.gov>; Chief Ashe <Cecilia.ashe@cj.state.de.us>; Vitola, Louis <lvitola@milford-de.gov>
Cc: Nordberg, Charles S. <cnordberg@milford-de.gov>
Subject: RE: DMI

Mark-do you want me to include any/all DMI events P&R are involved with? Missing from that list is holiday greenery plantings/decorating and spring flower plantings-both involve park staff working at the weekend.

Brad.



Brad Dennehy, CPRP | Director of Parks and Recreation
bdennehy@milford-de.gov | O: 302.422.1104 | | F: 302.422.0409

**AGREEMENT
BY AND BETWEEN
THE CITY OF MILFORD
AND
DOWNTOWN MILFORD, INC.**

This Agreement, made and entered into this 25th day of June, 2018, is by and between Downtown Milford, Inc., a Delaware nonprofit corporation ("DMI"), and the City of Milford, Delaware, a Delaware municipal corporation ("City").

WITNESSETH:

WHEREAS, DMI was created to assist the City in developing a public-private effort to revitalize the City's central business district; and

WHEREAS, DMI and the City currently partner on projects that benefit the downtown Milford area; and

WHEREAS, the City has determined that it is in the best interests of the City, and important to the promotion of the general economic welfare of the City, to compensate DMI for the performance of services pursuant to this Agreement.

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

I. SCOPE OF SERVICES

A. DMI will utilize the Main Street philosophy and Four Point Approach to provide the following services ("Services"):

i. Organization

DMI shall provide unified management and coordination for the downtown area through DMI's interaction with its investors, volunteers, the City, downtown businesses, downtown property owners and community partners to continue to contribute toward the revitalization of downtown Milford as described in the Rivertown Rebirth 2025 downtown master plan.

ii. Promotion

DMI shall continue to develop and update a consistent marketing and promotion program for the downtown area that will bring the City's brand alive and elevate the image of downtown and the community. Marketing and promotion includes producing quality marketing pieces, coordinating advertisements and organizing annual events/activities that attract visitors to Downtown Milford.

iii. Design

DMI shall initiate and develop proposals for façade, signage, lighting, and landscaping improvements, historic preservation and the overall aesthetic look of

downtown Milford. DMI will assist with the implementation and education of the voluntary design standards for downtown.

iv. Economic Vitality

DMI shall continue to strengthen the existing economic assets of the Downtown Core Area while diversifying its economic base, including recruiting new businesses, assisting with expansion of existing businesses, facilitating redevelopment through the Downtown Development District (DDD) program, marketing available or underutilized commercial space, and strengthening the management capabilities and competitiveness of individual businesses. DMI shall track key statistics, including job growth and new businesses in the downtown area and host businesses development training based on the needs of the downtown business community. DMI will assist the City as a key point of contact for interested parties looking to invest in the downtown area.

- B. DMI will adhere to the requirements of the State Downtown Delaware program and strive to remain in good standing as an accredited Main Street community.

II. TERM AND TIME OF PERFORMANCE

The term of this Agreement shall be from July 1, 2018 to June 30, 2019. This agreement shall automatically renew annually for up to five successive years, unless there are unresolved deficiencies in performance. To that end there shall be an annual review of DMI's performance by the City Manager and the City Council Community and Economic Development Committee. This review shall be completed no later than April 15th each year. To facilitate the review, DMI shall submit a copy of its current fiscal year budget, including actual to date expenditures, and a proposed new fiscal year budget by March 1st each year, meet regularly with the City Manager, and provide quarterly reports of activity to the City Manager and City Council. The City Manager shall inform DMI, in writing, by April 30th each year of the results of the review.

III. COMPENSATION AND METHOD OF PAYMENT

The City hereby agrees to compensate DMI for the Services as outlined in Section I (A-D) in a lump sum amount of \$45,000, payable on or before October 1st of each year. The City, after its annual performance review, will consider an annual compensation increase in accordance with the mid-Atlantic CPI. All compensation for the Services is subject to annual appropriation by the City. With the adoption of the annual City budget, the compensation for each fiscal year provided in the Agreement is subject to appropriation, or non-appropriation, at the time.

In addition, DMI acknowledges the value of the City's in-kind support for the events, programs and projects of DMI. The City will continue to provide such support within constraints of the City's annual budget.

IV. AUDIT, INSPECTION OF RECORDS, AND ANNUAL REVIEW

DMI shall permit an authorized representative of the City to inspect and audit all data and records of DMI related to their performance under this Agreement.

V. SUBCONTRACTS

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

VI. REPRESENTATION ON BOARD

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

VII. NON-DISCRIMINATION PROVISIONS

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

VIII. COMPLIANCE WITH THE LAW

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

IX. CONFLICT OF INTEREST\POLITICAL ACTIVITY

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.

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

X. INDEPENDENT CONTRACTOR

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

XI. INDEMNIFICATION

DMI shall indemnify, release, defend, become responsible for and forever hold harmless the City, its officers, agents, employees, elected officials, and attorneys, each in their

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

XII. CANCELLED, TERMINATION OR SUSPENSION

A. This Agreement may be terminated at any time by written, mutual agreement of the parties. The City may terminate the Agreement if funds are not appropriated at the beginning of a new fiscal year for the Services described herein. The City shall have the right to terminate this Agreement in the event that DMI is in default or violation of the terms or provisions of this Agreement and fails to cure such default or violation in the manner specified in subsection 'B' below.

B. In the event of such default or violation by DMI, the City shall send to DMI by certified mail a Notice Demand to Cure Default, explaining the specific nature and extent of the default or violation. DMI shall cure or remedy said violation or default within sixty (60) working days after receipt of said Notice, unless a longer time is agreed upon by both parties in writing. In case the default is not cured or remedied within sixty (60) working days or a longer period of time if agreed upon, the City may exercise its option to terminate this Agreement upon five (5) days written notice thereafter.

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

XIII. AMENDMENTS

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

XIV. NOTICE

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

Notice to the City shall be addressed to:

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

Notice to DMI shall be addressed to:

Executive Director
Downtown Milford, Inc.
207 South Walnut Street
Milford, Delaware 19963

XV. SEVERABILITY

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

XVI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are of no further force or effect.

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

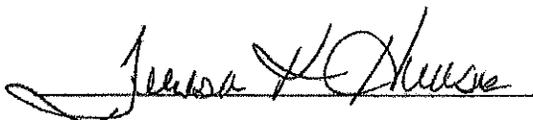
CITY OF MILFORD


Arthur J. Campbell, Mayor

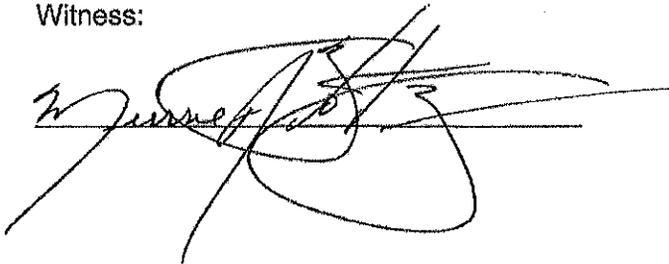
DOWNTOWN MILFORD, INC.


Sara M. Pletcher, President

Witness:



Witness:



Whitfield, Mark

From: Willis Shafer
Sent: Friday, December 20, 2024 7:48 AM
To: Whitfield, Mark; Chief Ashe; Vitola, Louis; Dennehy, Brad
Cc: Nordberg, Charles S.
Subject: RE: DMI

Mark,

The following are our costs for the following events:

First Friday	6 events	Labor and Equipment	\$11,500
Holiday Stroll	1 event	Labor and Equipment	\$2,400
Bug and Bud	1 event	Labor and Equipment	\$2,700
Total			\$16,600

Let us know if you need additional info or a better breakdown

thx

From: Whitfield, Mark <mwhitfield@milford-de.gov>
Sent: Tuesday, December 17, 2024 2:14 PM
To: Willis Shafer <WShafer@milford-de.gov>; Chief Ashe <Cecilia.ashe@cj.state.de.us>; Vitola, Louis <lvitola@milford-de.gov>; Dennehy, Brad <bdennehy@milford-de.gov>
Cc: Nordberg, Charles S. <cnordberg@milford-de.gov>
Subject: DMI

Willis, Brad, and Chief,

We have a special council meeting to discuss the most recent actions taken by the DMI Board. Mayor Culotta has asked for the following information:

What is the soft cost (employees time and equipment) for:

1. First Friday/Third Thursdays
2. Farmer's Market
3. Holiday Stroll
4. Bug and Bud Festival
5. St. Patrick's Day Pub Crawl

Just FYI, I do not need an exact number, just a rough idea of the cost.

Lou,

What is the annual amount we pay DMI? And when did we cut them a check in 2024?

PARKS & RECREATION DEPARTMENT
207 Franklin Street
Milford, DE 19963



PHONE 302.422.1104
FAX 302.422.0409
www.cityofmilford.com

Parks and Recreation Department costs for DMI sponsored events

1. First Friday/Third Thursdays

- Staff empty trash cans downtown prior to event.
- Trash cans are emptied after event as part of normal trash run on Monday.

ITEM	COST
FULL TIME LABOR	\$0
SEASONAL LABOR	\$104
VEHICLE(S)	\$110
TRASH BAGS	\$6
TRASH DISPOSAL FEE	\$20
TOTAL (PER EVENT)	\$370

- 6 EVENTS (May-October) X \$370 = **\$2220**

2. Farmer's Market

- P&R is not involved in the Farmer's market. Park area is maintained (grass, woodchips, etc.) regardless of Farmer's market.
- Trash cans are emptied after event as part of normal trash run on Monday.

3. Holiday Stroll

- Full-time staff come in and are paid overtime to set up and take down a portable stage and a light tower for the event.
- Seasonal workers are paid overtime to run trash detail for the entire event.
- Event generates approximately a ton of waste.

ITEM	COST
FULL TIME LABOR	\$300
SEASONAL LABOR	\$622
VEHICLE(S)	\$220
TRASH BAGS	\$17
TRASH DISPOSAL FEE	\$80
TOTAL	\$1239

4. Bug and Bud Festival

- Largest event, P&R is involved with DMI.
- Fulltime staff work event entire day (11 Hr. Day). Involvement includes shutting streets down, stage set up, paddle boats, assisting with duck dash, vendor set up, tables and chairs, supervising trash detail, general trouble shooting, and opening roads back up after event.
- Seasonal workers work the entire event on trash detail.
- Can generate up to 5 tons of trash.

ITEM	COST
FULL TIME LABOR	\$1260
SEASONAL LABOR	\$1943
VEHICLES	\$1760
TRASH BAGS	\$102
TRASH DISPOSAL FEE	\$400
TOTAL	\$5465

5. St. Patrick's Day Pub Crawl

- P&R is no longer involved with Pub Crawl. At one stage we used to put out plastic barrels for trash, however this was discontinued when we went to the dual can trash/recycle cans.
- This event generally does not produce much waste due to the restricted open container ordinance in Milford.

Total cost for P&R for above events: \$8924

2024 DMI Events MPD

	Hours	Assignment	Hourly Rate	Total Cost	Equipment \$10 per hour
First Friday					
May	3	Special Assignment	\$58.86	\$176.58	30
Jun	4.5	Special Duty	\$65	\$292.50	45
Jul	5	Special Duty	\$65	\$325.00	50
Aug				\$0.00	0
Sep	5	Special Duty	\$65	\$325.00	50
Oct	5	Special Duty	\$65	\$325.00	50
Pub Crawl - 3/16/24					
	6	OHS	\$65	\$390.00	60
	4	Drug Grant	\$65	\$260.00	40
	4	Drug Grant	\$65	\$260.00	40
	7.5	Drug Grant	\$65	\$487.50	75
Bug & Bud 4/27/24					
	7.5	Special Assignment	\$67.79	\$508.46	75
	4.5	Special Assignment	\$57.79	\$260.06	45
	1	Take Back	\$45.20	\$45.20	10
	5	Take Back	\$62.37	\$311.85	50
	5	Take Back	\$60.15	\$300.77	50
	3	Take Back	\$48.91	\$146.73	30
Milford Tree Lighting - 11/30/24					
	2	Special Assignment	\$45.82	\$91.64	20
Holiday Stroll - 12/7/24					
	5	Special Assignment	\$66.87	\$334.35	50
	5	Special Assignment	\$48.86	\$244.30	50
	5	Take Back	\$75.36	\$376.80	50
	5	Take Back	\$60.14	\$300.70	50
	3	Take Back	\$62.86	\$188.58	30
	1	Take Back	\$52.30	\$52.30	10
				\$6,003.30	\$960.00
				Total	\$6,963.30