



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

CITY COUNCIL AGENDA February 24, 2025

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6:00 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

Approval of Agenda

Approval of Previous Minutes

Recognition

Introduction/New City Employees

Public Comments/Final Determination ®

Ordinance 2025-02 ®

Amendment to City of Milford Code

Chapter 174 Property Maintenance/Habitual Offenders

Ordinance 2025-03 ⑩
Amendment to City of Milford Code
Chapter 125 Fiber Optics

Communications & Correspondence

Unfinished Business

New Business

Authorization/ DNREC/Mosquito Control Service
Adoption/Resolution 2025-02/ Proposal for Bond Issuance and Establishment of Hearing Date
Adoption/Resolution 2025-03/ Solid Waste Refuse Rates

Adjournment

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

WORKSHOP

Presentation/Elevated LLC/Armory
Pay Study Update/Evergreen Solutions, LLC
Presentation/Customer Service Update
Proposed Deed Restrictions/MCC
Enterprise Permitting & Licensing Credit Card Fees¹

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.*

⑩ Designated Items only; Public Comment, up to three minutes per person will be accepted.

021225

021925 Item Removed

¹022125 Late Addition by Planning Director

CITY OF MILFORD
COUNCIL MEETING MINUTES
November 25, 2024

The City Council of the City of Milford met in Regular Session on Monday, November 25, 2024, in the Joseph Ronnie Rogers Council Chambers at Milford City Hall, 201 South Walnut Street, Milford, Delaware.

PRESIDING: Mayor F. Todd Culotta

IN ATTENDANCE: Councilmembers Daniel Marabello, Madula Kalesis, Nadia Zychal, Lori Connor, Michael Stewart, Nirmala Samaroo, Katrina Wilson and Jason James, Sr.

STAFF: City Manager Mark Whitfield, Police Captain David Wells and City Clerk Katrina White

COUNSEL: Solicitor David Rutt, Esquire

Councilmember Jason James was in attendance virtually.

PUBLIC COMMENT

Solicitor Rutt read the public comment rules.

Kaileigh Warren, Fresh Delaware, 635 N. Dupont Blvd, Milford, DE 19963, was present and expressed her concerns with the proposed ban of adult use cannabis in Milford. She stated that her business could not survive with only medical sales. The State had recommended Fresh Delaware open in Milford due to the patient population in the area. There are nearly 1,000 registered patients in Milford and the surrounding communities that would have to travel further to purchase their medical cannabis. She explained that Fresh Delaware did not want to relocate their business somewhere else in the county. They would like to stay in Milford and continue providing service to the community members. She invited all the elected officials to come tour their facility that Fresh has invested a significant amount of money in so that patients can experience a true first-class facility with state-of-the-art security features.

Brandon Corder, 200 Cherry Street, Milford, DE 19963, was present and spoke about appealing the removal of his four ducks that he had at his house, which is on the outskirts of the city limits. He explained that they are not an issue for his neighbors, are educational for his children, contained, and their waste is disposed of properly. He stated that he would like to keep them.

Solicitor Rutt asked Mr. Corder if he was sited for having livestock or animals. Mr. Corder answered yes. Solicitor Rutt stated that there is a formal appeal process and he could contact Planning Director Rob Pierce who could tell him what would need to be filed formally. Director Rob Pierce stated that the appeal process is printed at the bottom of the Code Violation Letter that he received and he could contact the code official on that letter who would be able to help him get the process started.

Justin Weisser, Fresh Delaware, was present virtually and explained that without the ability to sell cannabis they would be forced to relocate the business. They have been committed to making sure the facility is safe and are in favor of the city smartly regulating the market for adult use cannabis. This is a business that needs to be heavily regulated. By eliminating the only licensed operator in town, there would potentially create a vacuum that could only be filled by illegal, unlicensed operators which seem to be popping up in states when adult use comes online as well as just your neighborhood drug dealer. None of those products would be subject to the rigorous state testing that Fresh Delaware is and so there is a potential public health issue if there are people that are only sourcing their product from illegitimate sources.

CALL TO ORDER

Mayor Culotta called the meeting to order at 6:13 p.m.

INVOCATION AND PLEDGE

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

PUBLIC HEARINGS/ORDINANCES/FINAL ACTION

Solicitor Rutt read the Public Hearing rules.

*Delaware State Housing Authority/Community Development Block Grant Programs
Levy Court of Kent County & Sussex County Council*

Public Hearing Notice

The City of Milford, Delaware, in cooperation with the Sussex County Council, the Levy Court of Kent County, Delaware, and the Delaware State Housing Authority (DSHA), will hold a public hearing on Monday, November 25, 2024, at 6:00 p.m. at the City Hall, 201 South Walnut St., Milford, Delaware for the purpose of providing any interested citizens the opportunity to comment on the municipality's application for funds under the Delaware Community Development Block Grant (CDBG) Program. In accordance with the Section 106 Review Process established by the National Historic Preservation Act of 1966, as amended, comments are especially encouraged from interested agencies and individuals with respect to undertakings that may affect historic properties of significance to such agencies and individuals.

This Federally funded program will provide grants amounting to \$2,000,000. (funding level subject to change), to support Community Development Activities in eligible local governments in Kent and Sussex Counties. The public hearing will also include a status report for Milford's FY-24 projects.

Kent and Sussex Counties promote equal housing opportunity.

Director of Community Development and Housing for Sussex County Brandy Nauman introduced herself along with Kent County Levy Court's Housing and Community Development Supervisor Kain Johnson.

She shared that their offices apply for and administer the Community Development Block Grant (CDBG) on behalf of municipalities and rural communities throughout each county. The funding comes from the US Department of Housing and Urban Development (HUD) and is allocated to Sussex and Kent counties through the Delaware State Housing Authority.

There is approximately \$3 million this year that will be awarded to Kent and Sussex counties on a competitive basis. One requirement of the CDBG program is to hold a public hearing which allows the opportunity to explain the program and provide an update. It also gives citizens and local leaders a chance to have input on the upcoming application.

The Delaware State Housing Authority governs the grant process and through their consolidated plan, lists the activities that are eligible for funding. Eligible activities include housing, rehabilitation, sewer and water hookups, demolitions, and small infrastructure projects. All projects applied for must benefit persons of low and moderate income defined as households with incomes at or below 80% of the area income.

As an example, in Sussex County, a two-person household must earn less than \$62,550, and for Kent County a two-person household must earn less than \$57,500.

Historically, most funding is used for owner occupied housing, rehabilitation, which is ideal because it helps maintain the existing housing stock.

Housing rehabs include roofing, doors, windows, electrical and plumbing upgrades, as well as energy upgrades. The home must be owner occupied and the primary residence of the applicant, lower/moderate income, insured or insurable, and county taxes and utilities must be current.

When a rehab is done, a lien is placed on the property which is a way to protect the funding to ensure that they aren't getting the funding and then selling the property for profit. Liens vary from 5 to 10 years with zero interest prorated which means at the end of that period, they are forgiven and considered satisfied.

In the last 5 years, Milford has received \$360,000 in CDBG funding from Sussex County for housing rehab. With the funding, 16 households and counting have received assistance in Sussex County.

They can also help City of Milford residents who have emergency repairs using funds that Sussex County Council provides for emergency repairs. They have also assisted at least 10 households over the last 5 years with that funding and during the same period Kent County received \$80,000 and assisted 5 households.

Currently, there are five households on the Sussex County side and seventeen households from the Kent County side on the waiting list for Milford. Because of your close involvement, the City Staff is very helpful in reviewing the list, which was provided to Ms. White, and informs them of any other potential applicants. Mr. Johnson can provide a copy of his as well to review and see if there's anyone that should be added or any updates to that list.

They are unable to apply for funding for the City of Milford unless there are at least four households on the waiting list to demonstrate the need of the program. They like to have at least six or more.

Mr. Johnson confirmed that in Kent County, Milford has seventeen applications presently on the waiting list.

The floor was then opened to public comment. No one responded and the floor was closed.

Councilmember Wilson moved to adopt Resolution 2024-18, seconded by Councilmember Kalesis:

RESOLUTION 2024-18
Sussex County

Councilmember Wilson submitted to the Council the following Proposed Resolution:

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

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

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

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

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

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

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

APPLICATION: Rehabilitation/Infrastructure/Demolition

Total Infrastructure project cost is \$ _____, total CDBG grant request is \$ _____.
Matching funds in the amount of \$ _____ will be provided by the City of Milford general funds.

NOTE: To be used for Infrastructure projects only.

I DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF A RESOLUTION PASSED BY THE CITY OF MILFORD, SUSSEX COUNTY, ON THE 25th DAY OF NOVEMBER 2024.

WE GIVE MAYOR AUTHORIZATION TO SIGN RESOLUTION:

Councilmembers

Daniel Marabello	Michael Stewart	_____
Madula Kalesis	Nirmala Samaroo	Mayor F. Todd Culotta
Nadia Zychal	Jason James Sr.	
Lori Connor	Katrina Wilson	

I DO HEREBY CERTIFY THAT THE FOREGOING TITLE OF RESOLUTION ADOPTED BY THE CITY OF MILFORD IS THE SAME TITLE OF RESOLUTION NO. _____ ADOPTED BY THE COUNTY COUNCIL OF SUSSEX COUNTY ON THE _____ DAY OF _____, 2024.

s/Tracy Torbert, Clerk of Sussex County Council

The motion carried unanimously.

Councilmember Wilson moved to adopt Resolution 2024-19, seconded by Councilmember Zychal:

Resolution 2024-19
CITIZEN PARTICIPATION
CERTIFICATE OF ASSURANCE
Sussex County

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

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

The City of Milford held a Public Hearing on November 25, 2024, with required notice for all citizens, including low and moderate-income persons, to have an opportunity to present their views and proposals.

The City of Milford has by resolution and following a Public Hearing, endorsed this application.

Adopted: November 25, 2024

The motion carried unanimously.

Councilmember Wilson moved to adopt Resolution 2024-20, seconded by Councilmember Connor:

RESOLUTION 2024-20
AFFIRMATIVELY FURTHERING FAIR HOUSING
Sussex County

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

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

NOW THEREFORE, BE IT RESOLVED, that the City of Milford heartily encourages all parties involved in the renting, selling, or financing of housing in the City of Milford to ensure that no person shall, on the grounds of race, color, national origin, religion, creed, sex, marital status, familial status, age, sexual orientation or disability be discriminated against or denied a fair and equal opportunity to housing.

AND BE IT FURTHER RESOLVED that the City of Milford take meaningful actions that, taken together, address significant disparities in housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially or ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws.

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

The Resolution was adopted by a vote of the Councilmembers of the City of Milford on November 25, 2024.

Councilmember Wilson moved to adopt Resolution 2024-21, seconded by Councilmember Samaroo:

RESOLUTION 2024-21
Authorizes Levy Court of Kent County to Submit Application

The City Council of Milford, Delaware, hereby authorizes Mayor F. Todd Culotta, to submit the Fiscal Year 2024 Community Development Block Grant (CDBG) application and all understandings and assurances therein contained, and furthermore authorizes the Levy Court of Kent County to Act as the official representative of the City of Milford in connection with the submission of the Fiscal Year 2024 CDBG applicant and to provide such additional information as may be required. In the event the City of Milford’s application is funded, the Levy Court of Kent County is hereby authorized to administer the funded application on behalf of the City of Milford.

This resolution was adopted by a majority of the Council of the City of Milford on November 25, 2024.

The motion carried unanimously.

Councilmember Wilson moved to adopt Resolution 2024-22, seconded by Councilmember Zychal:

RESOLUTION 2024-22
AFFIRMATIVELY FURTHERING FAIR HOUSING
Kent County

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

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

NOW THEREFORE, BE IT RESOLVED, that the City of Milford heartily encourages all parties involved in the renting, selling, or financing of housing in the City of Milford to ensure that no person shall, on the grounds of race, color, national origin, religion, creed, sex, marital status, familial status, age, sexual orientation, or disability be discriminated against or denied a fair and equal opportunity to housing.

AND BE IT FURTHER RESOLVED that the City of Milford take meaningful actions that, taken together, address significant disparities in housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially or ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws; and

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

The Resolution was passed by a vote of the Councilmembers of the City of Milford on November 25, 2024.

The motion carried unanimously.

Ordinance 2024-12

Application of Oak Forest Park, LLC

for Conditional Use

4.93 +/- acres of land located along the west

side of S Rehoboth Boulevard, approximately 300

feet north of the Kirby Road intersection

Comprehensive Plan Designation: Low Density Residential

Zoning District: C-1 (Community Commercial District)

Present use: Restaurant & Brewery Proposed Use: Restaurant & Brewery with

Freestanding Electronic Message Center Sign

Tax Parcel: 3-30-11.00-008.00

Planning Director Rob Pierce reviewed the staff report and staff analysis that was included in the packet on pages 26-39.

Councilmember Marabello asked Director Pierce if there had been any objections from the people around the community who had received the notice. Director Pierce stated that he had not received any written comments and no one spoke in favor of or against the application at the Planning Commission meeting.

Councilmember Samaroo stated that the results of the Planning Commission vote on the application were 5-1 and asked Director Pierce about the one NO vote. He responded that Commissioner Mark Redden voted against it because he felt like it didn't meet the definition in the zoning code which was one of the variances that was sought by the Board of Adjustment. So, the section of the code that permits an applicant to seek a Conditional Use Approval requires it to be one of three types of uses [(a) Public and private schools; (b) Churches and other places of worship; (c) Social clubs or fraternal, social service, union, or civic organizations]and he felt it didn't meet that definition. So, therefore he voted against the motion.

Matthew Johnson, 8028 Canterbury Road, Felton, DE 19943 and Timothy Johnson, 119 Coursey Mill Road, Felton, DE 19943, were present and explained that they came in a couple of years ago and split the golf course into two parcels. They would like to take the location of the restaurant and put one common sign there so that both the golf course and the restaurant could use it to advertise. Timothy Johnson stated that if they were unable to get the digital sign it could create a hardship because people still think it is a private golf course and a private restaurant. He stated that they need a little more help getting people in the door.

The floor was open to public comments. No one responded and the floor was closed.

Councilmember Connor moved to adopt Ordinance 2024-12, seconded by Councilmember Wilson:

ORDINANCE 2024-12

Conditional Use Application of Oak Forest Park, LLC
4.93 +/- acres of land located along the west
side of S Rehoboth Boulevard, approximately 300 feet
north of the Kirby Road intersection.

Comprehensive Plan Designation: Low Density Residential
Zoning District: C-1 (Community Commercial District)
Present Use: Restaurant & Brewery; Proposed Use: Restaurant & Brewery
with Freestanding Electronic Message Center Sign
Tax Parcel: 3-30-11.00-008.00

WHEREAS, the owners of the property as above described herein have petitioned the City of Milford for a Conditional Use to construct a Freestanding Electronic Message Center Sign; and

WHEREAS, the City of Milford Planning Commission will consider the application at a Public Hearing on November 19, 2024; and

WHEREAS, Milford City Council will hold a Public Hearing on November 25, 2024 to allow for public comment and further review of the ordinance; and

WHEREAS, it is deemed in the best interest of the City of Milford to approve the Conditional Use, as herein described.

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

Section 1. Chapter 230-24.13 states "Electronic Message Centers are prohibited except that electronic message centers may be permitted by conditional use approval from City Council on properties used for any of the following uses; (a) Public and private schools; (b) Churches and other places of worship; (c) Social clubs or fraternal, social service, union, or civic organizations."

Section 2. Following adoption of Ordinance 2024-12, and upon the effective date, Oak Forest Park, LLC is hereby granted a Conditional Use to construct an Electric Message Center monument sign.

Section 3. Construction or operation shall commence within one year of the date of issuance of the permit otherwise the conditional use becomes void.

Motion carried unanimously.

Councilmember Marabello voted yes for the reasons that he believes that whatever they do will be tasteful and if any problems arise, they will be able to address them.

Councilmember Kalesis voted yes for the same reason as stated by Councilmember Marabello.

Councilmember Zychal voted yes for the reason as stated by the previous council members.

Councilmember Connor voted yes for the reason that it is Planning Commission approved and falls within the requirements.

Councilmember Stewart voted yes for the reason that it has met all of the requirements.

Councilmember Samaroo voted yes for the reason that it meets the setbacks, meets Chapter 230 requirements and the presence of adjoining similar uses.

Councilmember James voted yes for the reason that the applicant has gone through the proper variances through the Board of Adjustment and believes that this will enhance the visibility of the businesses that are there with the proper advertising.

Councilmember Wilson voted yes for the reasons of a similar sign right across the street from them, the adequate frontage for traffic purposes and it was approved by both the Board of Adjustment and the Planning Commission.

CORRESPONDENCE AND COMMUNICATION

Councilmember Wilson announced that the Milford Police Department is now a part of GVI, Group Violence Intervention, which is a multi agency group that helps with the intervention of violent crimes.

Councilmember Kalesis stated that the night before there was a situation of a missing child that the community members were posting about and out driving around searching for. She stated that she had gotten some phone calls and didn't see anything that had been posted yet from the police department. She contacted Chief Ashe to get an update on the situation and complimented the chief on her quick response back that the child has been found. As a result, Councilmember Kalesis was able to post and let everyone know that the child had been found.

Councilmember Marabello thanked Parks & Recreation Director Brad Dennehy for the Christmas decorations that had been put up and said that they looked nice.

City Manager Whitfield reported that the city received word from MBO & WRA, who is working on the Milford Slaughter Beach Bike Path Feasibility Study, that they have canceled the remainder of the public input sessions due to there being some disturbing comments that were left on the project website. They both felt, for the safety of their employees, that they should cancel the rest of the public sessions. There will be a meeting later this week to discuss next steps.

Mayor Culotta announced the Tree Lighting Ceremony scheduled for the upcoming Saturday at 5:00 pm.

City Clerk White announced the December 4th SCAT meeting in Rehoboth Beach at Victoria's Restaurant and the SCAT Steering Committee meeting on December 6th.

MONTHLY FINANCE REPORT

Finance Director Lou Vitola reviewed the monthly finance report that was included in the packet on pages 40-50.

He reported that cash balances were up about a million dollars in October. Part of that is the last group of the tax payments being posted among some other operating cash inflows that were strong as well as strong RTT receipts, impact fee revenue and there were sales from Independence Commons that contributed to economic development funding. So all the non-operating cash offset a lot of the capital spending, and most of that was the combined 2024 Streets and Utilities Project.

He further reported that on the Financial Performance side, the city is ahead of the seasonalized budget across governmental and enterprise funds with absolute full staffing. So, with that, conditions will exceed the prior year's spending, and that pushes negative performance against last year. On the utility side, you could add higher transfers to the general fund. So, we're going to underperform last year a little bit. But the most important thing is that we stay within our budget controls for Fiscal 25 and that's what we're doing through the first four months of the year.

Councilmember Marabello moved to accept the Finance report as presented, seconded by Councilmember Samaroo. The motion carried unanimously.

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

Authorization/Bid Award/MCC Construction

City Manager Whitfield reviewed the bid agreement that was included in the packet on pages 51-66. The recommendation was to award the Milford Corporate Center Phase I Onsite and Phase I Offsite contract to George & Lynch, Inc. On September of 2024, the city solicited public bids for the construction of Phase 1 for the onsite and off-site improvements for the Milford Corporate center. A bid opening was held on October 16, 2024, and received 2 sealed bids from George and Lynch and Kinsley Construction, with George and Lynch being the low bidder in the amount of \$17,990,784.19.

Councilmember Samaroo made the motion to award the Milford Corporate Center Phase1 on site and Phase1 off-site to contractor, George and Lynch, Inc., in the amount of \$17,990,785 utilizing fund approved in the FY25 capital budget.

Seconded by Councilmember Wilson.

The motion carried unanimously.

Authorization/ Bid Award/City Hall Plaza

Parks & Recreation Director Brad Dennehy reviewed the bid award that was included in the packet on pages 67-78.

*To: Mayor and City Council
Through: Mark A. Whitfield
From: Brad Dennehy-Parks and Recreation Director
Date: November 20, 2024
Re: City Hall Plaza award for construction*

The City Hall Plaza project was advertised and publicly placed out to bid. Bid documents were also sent to several contractors. A mandatory pre-bid meeting was held at City Hall 10/4/24.

Bids were publicly opened at City Hall on 11/1/24.

One bid was received for this project from Thompson and Sons Contracting Inc. in the amount of \$491,805.

There were two bid alternates:

Alternate No. 01: DelDOT work within ROW and MOT (sidewalk, curbing, roadway pavements, etc.) \$96,197

Alternate No.02: Stamped and Dyed Concrete Pavement in lieu of sand set pavers \$3,754

The design professional (Chad Carter) of Becker Morgan, has reviewed the submitted bid for accuracy and recommends awarding the bid for the base bid and the DelDOT work, but does not recommend replacing the pavers with stamped concrete due to additional cost and the desired look. The total amount is: \$588,002

\$475,000 has been allocated for this project through the approved FY24 & FY25 CIP & Capital Budgets (including \$56,100 for preliminary designs and engineering costs). This leaves a balance of \$169,102 required to award the project.

Two projects have been identified as being funded through the CIP which could be used to reallocate the funds required for the City Hall project:

(1) Marshall Pond Riverbank Development: \$250,000 (see attached CIP sheet)

(2) Tree Planting: \$41,842

Recommendation: Staff recommends City Council authorize the Mayor to execute the contract with Thompson and Sons Contracting Inc., not to exceed \$588,002 with funds being diverted from the following Capital Improvement Plan (CIP) accounts and amounts:

- \$151,240 from Marshall Pond Redevelopment*
- \$17,862 from Tree planting*

Mayor Culotta stated that the project looks nice but does not want to see the thruway blocked off and doesn't see the need to spend almost \$600,000 for this.

Councilmember Kalesis stated that she agrees with the mayor and believes \$30-\$40,000 on the extreme end can be spent to make improvements.

Councilmember Zychal stated that she agreed with Mayor Culotta and Councilmember Kalesis. She did not agree with blocking access when there are people with mobility issues that could use the mailbox in front of City Hall for drop-offs. She feels like the funds could be better utilized.

Councilmember Wilson stated that she agreed also with the other councilmembers and Mayor Culotta. She thinks that beautification can be done but without spending that amount of money.

Councilmember Samaroo stated that it is a beautiful plan except for the blocking of the payment box because a lot of residents have used it for many years.

City Manager Whitfield clarified that the payment box is to be relocated near the Customer Service Center and the mailbox would be relocated to a location where people would be able to drive up to it.

Councilmember James stated that he would rather not block off the entrance because he believes that people should be able to pull up and be able to access City Hall. He does believe that some of the improvements should be made because it does need to look better than it currently does.

Councilmember Kalesis stated that it seems like a lot of time and money has already been spent preparing for the project, taking bids and talking to DelDOT and a decision could have been made previously whether Council wanted to beautify it, spend maybe \$300,000 or another amount on it back then instead of bringing it now that all the work has gone into it.

City Manager Whitfield stated that staff brought this plan before Council and got Council's blessing before they took it out to bid. He thinks that if this project is not to go through as designed, as stated by Solicitor Rutt, the bids need to be rejected and ask staff to look at reducing the scope of the project, which will be done with the landscape architect. They will bring back another plan before they go to bid again so that they get Council's blessing before moving forward with getting a second bid. He reiterated that Staff did bring this to Council previously before putting it out to bid.

Councilmember James stated that he agreed with regrouping. He suggested having a workshop and presenting a new plan to Council before going back to the architect, going for another bid and before more money is spent.

Councilmember Wilson made the motion to reject the bid offer and for staff to go back and come up with a new plan to enhance the City Hall grounds. Seconded by Councilmember Kalesis.

Councilmember Marabello voted no.
Councilmember Kalesis voted yes.
Councilmember Zychal voted yes.
Councilmember Connor voted yes.
Councilmember Stewart voted yes.
Councilmember Samaroo voted yes.
Councilmember James voted yes.
Councilmember Wilson voted yes.

The motion carried 7-Yes, 1-No

Authorization/School District Easement

City Engineer James Puddicombe reviewed the easement agreement that was included in the packet on pages 79-84. He stated that the school district is looking to grant the city an easement at the end of Richard Street that would allow the city to put a cut-through into the school district's property. This easement document would allow city to install a cut through and a small gate to limit traffic at the end of Richard Street. This access way was approved previously by the council, and most of the road work down there has been completed. This would just provide documentation for future maintenance.

Councilmember Samaroo made the motion to execute the easement agreement as the installation reduces the cost to the city and provides an overall improvement to the city operation. Seconded by Councilmember Wilson.

The motion carried unanimously.

Authorization/Boys & Girls Club Rental Agreement

Director Dennehy reviewed the Boys & Girls Club Rental Agreement that was included in the packet on pages 85-91. He stated that this is basically for the Parks & Recreation to rent their gym space. It comes up for renewal every three years and it expires at the end of this month. He explained that they have a good relationship with the Boys & Girls Club and they

have not increased the rental fee for another 3 years so for 6 years they haven't been charged an increase. It is their recommendation for Council to renew the agreement with the Boys and Girls Club, so that they can continue to offer quality recreational opportunities to the citizens of Milford.

Councilmember Wilson made a motion to approve the lease agreement with the Greater Boys and Girls Club for another three years. Councilmember Zychal seconded.

The motion carried unanimously.

EXECUTIVE SESSION

Councilmember Wilson made the motion to go into Executive Session at 7:36 pm. Seconded by Councilmember Connor. The motion carried unanimously.

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

Pursuant to 29 Del. C. §10004(b)(9) Personnel matters in which the names, competency and abilities of individual employees or students are discussed

Return to Open Session

Councilmember Kalesis made the motion to return to open session at 8:02. Seconded by Councilmember Zychal

Potential Vote- Real Estate

There was no action to be taken.

Potential Vote-Personnel

There was no action to be taken.

ADJOURNMENT

Councilmember Marabello moved to adjourn, seconded by Councilmember Wilson. The motion carried unanimously.

Mayor Culotta adjourned the meeting at 8:03 p.m.

Respectfully submitted,

Katrina L. White, MMC
City Clerk/Recorder

TO: Mayor and City Councilmembers

FROM: Rob Pierce, AICP - Planning Director

DATE: February 24, 2025

RE: Ordinance 2025-02 - Chapter 174 Property Maintenance – Habitual Offenders

The proposed ordinance would amend Chapter 174, Property Maintenance, defining a habitual offender and adding a section establishing a habitual offender violation. A habitual offender would be defined as “any person or entity owning property who receives a notice of violation from the City for violating Chapter 174 Property Maintenance PM 302.1 Sanitation, PM 302.3 Parking on Approved Surfaces, PM 302.8 Motor Vehicles, PM 308.1 Accumulation of Rubbish or Garbage, PM 302.10 Indoor Furniture in Outdoor Areas or Chapter 230-20(O) Parking on the Grass on three separate occasions within a twenty-four-month period. Any person or entity owning property who shall be found guilty of violating the provisions of Chapter 79 Animals, Chapter 88 Building Construction, Chapter 130 Floodplain, Chapter 174 Property Maintenance, Chapter 180 Residential Rental Operating Licenses, or Chapter 230 Zoning on three separate occasions within a twenty-four-month period, exclusive of tall grass.”

The ordinance would increase the minimum property maintenance code violation fine amount from \$50 to \$250 and the maximum property maintenance code violation fine amount from \$1,000 to \$5,000. Fines would be imposed by the Justice of Peace Court.

The ordinance was developed in response to City Council’s concerns regarding the enforcement of the property maintenance code and the residential rental inspection program related to reoccurring violations. These concerns were discussed at a City Council workshop on September 25, 2024 and a draft habitual offender amendment was discussed at a City Council workshop on December 11, 2024.

Recommendation

Staff recommends City Council adopt of Ordinance 2025-02 to amend Chapter 174 Property Maintenance adding language pertaining to habitual offenders and increasing the minimum and maximum property maintenance code violation fine amounts.

CITY OF MILFORD
NOTICE OF PUBLIC HEARINGS
City Council Hearing: Monday, February 24, 2025 @ 6:00 PM

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

Ordinance 2025-02
Amendment to City of Milford Code
Chapter 174 Property Maintenance/Habitual Offenders

WHEREAS, the Mayor and City Council of the City of Milford are charged with the protection of the public health, safety, and welfare of the citizens of the City of Milford; and

WHEREAS, the Mayor and City Council desire to amend the Property Maintenance code to define habitual, repeat offenders of the property maintenance and City code; and

WHEREAS, the Mayor and City Council desire to establish procedures and penalties related to habitual offenders of the Property Maintenance and City code; and

WHEREAS, the City Council held a public hearing on February 24, 2025, notice for which was published in the Delaware State News on February 2, 2025, at which time all interested members of the public were given an opportunity to comment on this ordinance; and

WHEREAS, the City Council finds that amending the Property Maintenance Code to define and establish penalties for habitual Property Maintenance and City code offenders is in the best interest of the public health, safety and general welfare of the citizens of the City.

NOW, THEREFORE, the City of Milford hereby ordains:

Section 1. Purpose: The Property Maintenance Code of the City of Milford is hereby amended to add definitions and regulations pertaining to habitual Property Maintenance and City code offenders.

Section 2. Section 174-2 is hereby amended.

Section 3. Strikethrough text denotes a deletion; underlined and bold text denotes an addition.

§ 174-2. Additions, insertions and changes.

The following sections are revised as follows:

- A. Section PM-101.1. Title. These regulations shall be known as the International Property Maintenance Code of Insert: City of Milford, hereinafter referred to as "this code."
- B. Section PM-103.5. Fees. The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as indicated in the following schedule. Add: Fees shall be assessed as described throughout this chapter.
- C. Add: Section PM-104.7. Conflict of interest. No officer or employee who has an official duty in connection with the administration and enforcement of this chapter shall be financially interested in the furnishing of labor, materials or appliances or the construction, alteration or maintenance of a building or in making the plans or specifications therefor unless that person is the owner of such

building. No such officer or employee shall engage in any activity which is inconsistent with the public interest and the officer's official duties.

- D. Section PM-106.4. 106.4 Violation penalties. Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by state or local laws. Each day that a violation continues after due notice has been served shall be deemed a separate offense. Add: Any person or persons who shall violate a provision of this code shall, upon conviction thereof, shall be fined not less than ~~\$250~~ nor more than ~~\$5,000~~^{\$1,000}. **Any person or persons who violate the habitual offender provision of this code shall, upon conviction thereof, be fined not less than \$250 for the first offense, \$1,000 for second offense and \$5,000 for each subsequent offense. Should the aforesaid penalties not be paid within 30 days of being assessed, and after notice of said failure is served, then the property covered by this chapter will be assessed for the unpaid penalties, which shall be collected in the same manner and at the same time as City taxes.**
- E. Section PM-108.3. Notice. Whenever the code official has condemned a structure or equipment under the provisions of this section, notice shall be posted in a conspicuous place in or about the structure affected by such notice and served on the owner, owner's authorized agent or the person or persons responsible for the structure or equipment in accordance with Section 107.3. If the notice pertains to equipment, it shall be placed on the condemned equipment. The notice shall be in the form prescribed in Section 107.2. Add: If the owner or a holder of a lien of record cannot be found, the order may be served by posting it on the main entrance of the building and by publishing it once each week for three successive weeks in a newspaper of general circulation.
- F. Section PM-111.1 Application for appeal. Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means. Add: Appeals of orders, decisions, or determination made by the Building and/or Code Official relative to the application and interpretation of this code, shall proceed as described in Chapter 88, Article III of the Code of the City of Milford.
- G. Section PM-112.4. Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than Insert: \$250 or more than Insert: \$1000.

H. Add: Section 113. Habitual Offenders. Any person owning property who meets the definition of habitual offender shall be issued a notice of violation in accordance with the provisions of this Code and shall immediately be summoned to appear in court.

H.I. Section PM-202. General Definitions.

HABITUAL OFFENDER – Any person or entity owning property who receives a notice of violation from the City for violating Chapter 174 Property Maintenance PM 302.1 Sanitation, PM 302.3 Parking on Approved Surfaces, PM 302.8 Motor Vehicles, PM 308.1 Accumulation of Rubbish or Garbage, PM-302.10 Indoor Furniture in Outdoor Areas or Chapter 230-20(O) Parking on the Grass on three separate occasions within a twenty-four-month period. Any person or entity owning property who shall be found guilty of violating the provisions of Chapter 79 Animals, Chapter 88 Building Construction, Chapter 130 Floodplain, Chapter 174 Property Maintenance, Chapter 180 Residential Rental Operating Licenses, or Chapter 230 Zoning on three separate occasions within a twenty-four-month period, exclusive of tall grass.

Add: INDOOR FURNITURE — Furniture and similar objects that are not specifically designed by the manufacturer to withstand the elements or are otherwise not intended for outdoor use. Indoor furniture includes, but is not limited to, beds and upholstered chairs, love seats and couches.

OUTDOOR AREA — That portion of real property or the improvement located thereon that is not fully enclosed and fully roofed so as to provide effective protection from the elements. Outdoor areas include, but are not limited to, sidewalks, yards, driveways, unenclosed porches, patios and balconies.

I.J. Section PM-302.3. Sidewalks and driveways. Sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions. Add: All vehicles must park on an approved parking surface. Approved parking surfaces include the following; crushed stone, gravel or similar material installed to a depth approved by the Code Official; asphalt, concrete, brick, paving block, or similar durable, dustless surface. Grass or dirt surfaces are not approved surfaces. All parking areas must be maintained in good order and free from vegetation, standing water and structural defects.

I.K. Section PM-302.4. Weeds. Premises and exterior property shall be maintained free from weeds or plant growth in excess of Insert: 6 inches. Noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens. Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 106.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property. Add: When cutting the grass as part of yard maintenance, all grass clippings must be removed immediately from the sidewalk and out of the street upon completion.

Notice of violation; removal by the City. The owner or agent of the property has five working days, after receipt of said notice, to comply with notice. No such notice shall be required for second and/or subsequent violations in the same calendar year. The notice shall be served upon the property owner or agent acting on behalf of the property owner. If the premises is vacant or unoccupied, notice may be served by posting of a notice placard on the premises and mailing a copy of said notice to the owner or his/her agent at his/her last known address. The City may cause the vegetation to be cut and removed and will impose a fee of \$100 per man hour, plus 10% for inspection and other added costs or fees that might be incurred to render the property in compliance with this chapter. In extreme cases, the fee will be levied in accordance with actual costs of equipment and personnel, and the hourly rate could be higher. These costs shall become and form part of the taxes next to be assessed and levied upon such lot or land and shall bear interest at the same rate as taxes and shall be collected and enforced by the same officers and in the same manner as taxes.

I.L. Add: Section PM-302.10. Indoor furniture in outdoor areas.

No person shall place, use, keep, store or maintain in any outdoor area any appliance, mattresses, indoor furniture, furnishings, or decorations customarily associated with the interior portion of a residential dwelling in any outdoor area.

Notice and removal. An occupant(s) shall receive a notice in the form set forth in Section PM-107 to remove said appliance, mattresses, indoor furniture, furnishings or decorations. If the appliance, mattresses, indoor furniture, furnishings or decorations are not removed within 5 days of notification, the Code Official or his/her designated agent will have them removed and collected by

the City of Milford, not as a regular service, but at a rate determined by the Code Official or his/her designee, and appropriate fees will be applied to the next utility bill for the address.

M. Section PM-304.14. Insect screens. During the period from Insert: April 1 to October 1, every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of minimum 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.

Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

N. Section PM-602.3. Heat supply. Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat during the period from Insert: October 1 to April 30 to maintain a minimum temperature of 68°F (20°C) in all habitable rooms, bathrooms and toilet rooms.

Exceptions:

1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the International Plumbing Code.
2. In areas where the average monthly temperature is above 30°F (-1°C), a minimum temperature of 65°F (18°C) shall be maintained.

O. Section PM-602.4. Occupiable work spaces. Indoor occupiable work spaces shall be supplied with heat during the period from Insert: October 1 to April 30 to maintain a minimum temperature of 65°F (18°C) during the period the spaces are occupied.

Exceptions:

1. Processing, storage and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities.

P. Include: Appendix A is hereby adopted.

Section 4. Dates.

Introduction to City Council: February 10, 2025

City Council Public Hearing: February 24, 2025

Section 6. Effective.

This Ordinance is effective ten days following its adoption.

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

012925

Published: Delaware State News 02.02.25



PUBLIC WORKS DEPARTMENT
180 Vickers Drive
Milford, DE 19963

PHONE 302.422.1110
FAX 302.422.1117
www.cityofmilford.com

To: Mayor and City Councilmembers
From: Tony Chipola, Electric Director
Subject: Ordinance 2025-03, Chapter 125 Fiber Optics
Date: February 5, 2025

This memo proposes an ordinance to amend Chapter 125, Fiber Optics, by removing the table of fees and charges currently found within Section 2. Each licensee utilizing City fiber facilities is required to execute a Fiber Use Agreement, which governs the terms and conditions of use. This agreement encompasses both annual license fees and one-time charges associated with initial installation.

The current fee and charge table within Chapter 125, Section 2, becomes quickly outdated due to the volatile nature of labor and material expenses related to fiber optic infrastructure. The proposed amendment will eliminate the need for constant revisions to the City Code by delegating fee determination to the more flexible Fiber Use Agreement. This approach allows for a more dynamic pricing structure that reflects current market realities and project-specific costs.

The proposed ordinance will amend Chapter 125, Fiber Optics, by:

1. Removing the existing table of fees and charges from Section 2.
2. Adding language to Section 2 that all fees and charges, including annual license fees and one-time interconnection charges for initial installation, will be determined and documented within the required Fiber Use Agreement between the City and the licensee.

Recommendation:

Staff recommends that City Council adopt Ordinance 2025-03 to amend Chapter 125, Fiber Optics, as described above. This amendment will streamline the process for managing fiber optic cable leases, ensure fair and current pricing, and reduce the administrative burden on City staff.

CITY OF MILFORD
NOTICE OF ORDINANCE REVIEW & PUBLIC COMMENT PERIOD
City Council Public Comment Opportunity: Monday, February 24, 2025 @ 6:00 PM

NOTICE IS HEREBY GIVEN that the following Ordinance is currently under review by the City of Milford City Council, with action scheduled to occur on the date and time as indicated.

ORDINANCE 2025-03
AMENDMENT TO CITY OF MILFORD CODE
CHAPTER 125 – FIBER OPTICS

WHEREAS, the City of Milford installed fiber optic cables to improve internal networking capabilities and to provide telecommunication services to its electrical customers; and

WHEREAS, the City adopted Ordinance 2011-1 creating Chapter 125 Fiber Optics to establish regulations pertaining to the use of the fiber optic network and to establish general conditions and fiber optic rates, fees and charges; and

WHEREAS, from time to time, City Council determines a need for amendments and additions to the Fiber Optic Ordinance of the City of Milford; and

WHEREAS, the City of Milford has the ability to lease unused capacity within its fiber communications network to customers who enter into a fiber use license agreement

WHEREAS, it is recommended that the rates, fees and charges table be removed and replaced with language referencing fiber use agreements.

NOW, THEREFORE, the City of Milford hereby ordains:

Section 1. Sections 125-1 and 125-2 are hereby amended.

Section 2. Strikethrough text denotes a deletion; underlined, and bold text denotes an addition.

Chapter 125 Fiber Optics

§ 125-1. General Conditions.

- A. The City of Milford has installed fiber optic cables to improve internal networking capabilities and to provide telecommunication services to its electrical customers.
- B. Of those fiber optic facilities, the ~~e~~City has the ability to license certain unused capacity within its communications network to enhance utilization and to obtain additional revenues.
- C. Customers who desire to utilize a portion of the ~~C~~eity's unused fiber optic must enter into a fiber use license agreement in which the terms and conditions are contained therein.
- D. All agreements are subject to the review of the City of Milford Electric Department ~~Superintendent~~Director.
- E. The Mayor of the City of Milford is hereby authorized to execute a fiber use license agreement upon the approval of the Electric Department ~~Superintendent~~Director.

F. Although the City of Milford will make every effort to provide customers with quality, reliable, continuous fiber optic service, the city makes no guarantees to system interruptions specifically caused by weather, earthquakes or any other conditions beyond its control.

§ 125-2. Fiber optic rates, fees and charges.

A. Rates, fees and charges shall be in accordance with the following table: **developed as part of the fiber use agreement and shall reflect market prices.**

(1) Fiber Pricing		
(Per Month/Per Fiber/Per Mile)		
— 1 — 12 Fibers	Current	New
— 1 year term	\$75.90	\$103.50
— 5 year term	\$66.00	\$90.00
— 10 year term	\$59.40	\$81.00
— 15 year term	\$50.76	\$72.90
— 13 or More Fibers	Current	New
— 1 year term	\$70.67	\$96.36
— 5 year term	\$60.67	\$82.73
— 10 year term	\$55.40	\$75.54
— 15 year term	\$48.88	\$70.20
(2) Drop cable	\$2.20/ft	(Pole to building)
(3) Construction cost (labor)	\$3.00/ft	(4 men and 2 bucket trucks—16 hrs)
(4) Splices (City)		
	Splices and trays	\$40.00/splice
	Splice enclosure	\$1,000.00
(5) Splices (Under/comm, Incorporated)		
Set up and splice designated strands of the 96 fiber loop to new cable using splice cases and trays provided by the City.		
	Splice setup per location	\$300.00
	Splice per strand	\$25.00
(6) Set up and terminate designated strands of new cable at customers' location using new hardware and pigtails provided by Under/comm, Incorporated		
	Termination setup per location	\$200.00
	Splice pigtail per location	\$34.00
(7) Rates are subject to change annually.		

Section 3. Dates

Council Introduction: February 10, 2025

Council Public Comments/Determination: February 24, 2025

Section 4.

Ordinance is effective Ten (10) days following adoption date.

013025

Published: Daily State News 02.05.25



STATE OF DELAWARE
**DEPARTMENT OF NATURAL RESOURCES AND
ENVIRONMENTAL CONTROL**

DIVISION OF FISH & WILDLIFE
RICHARDSON & ROBBINS BUILDING
89 KINGS HIGHWAY
DOVER, DELAWARE 19901

**MOSQUITO CONTROL
SECTION**

PHONE
(302) 739-9917

February 17, 2025

Mark Whitfield
City of Milford
201 South Walnut Street;
Milford, DE 19963

Re: Do you want State Mosquito Control services in your municipality this year?

Dear City Manager,

It's time for you to think about the start of another mosquito control season, involving our program now inquiring about whether your city or town might want to receive the State's mosquito control services for the upcoming year (2025). By mid-March the **Delaware Mosquito Control Section (MCS)** will once again start its statewide spring woodland control program (to control larval, or immature, mosquitoes breeding in wet woodlands). We'll then be performing from early April into early November our usual range of other statewide efforts to control these pests and public health menaces, which can originate from coastal tidal marshes, freshwater wetlands, and within developed or domestic settings. As such, **we now want to know if your city / town wants to participate in our control program for the upcoming year**, and to receive at no cost to your municipality the State's mosquito control services.

Potential problems if you choose not to sign up

In addition to our usual concern for mosquito nuisance problems and their quality-of-life and economic impacts (for local economies based on tourism, outdoor recreation, hosting outdoor events, animal husbandry), plus our traditional concern for possible transmission to humans or horses of highly virulent Eastern Equine Encephalitis (EEE), this upcoming season also carries the specter for the quite probable continued occurrence of a relatively new mosquito-borne disease problem given much publicity over the past 20+ years, being West Nile Encephalitis (WNE), which also affects both humans and horses. While WNE might not be as sickening or deadly a problem as EEE, it will probably more frequently occur, and still be quite problematic for some people who contract this virus. Delaware continues to be on the lookout for a more recent mosquito-borne disease to hit the Western Hemisphere, specifically chikungunya; this virus first came to the Caribbean in December 2013. For the past ten summers Delaware has had a few imported cases brought back by travelers from the Caribbean and Central or South America, but fortunately no locally transmitted chikungunya. Another mosquito-borne disease, by way of South America and the Caribbean, and having many characteristics similar to chikungunya, including being imported from the Old World, but now with an additional concern for pregnant women in possibly leading to microcephaly and other developmental issues among newborns, is Zika virus. Fortunately to date, we've had no locally transmitted cases of Zika, and we're working hard to see this doesn't occur, whereby your hopeful cooperation and participation in our mosquito control program then also helps. Dengue fever is another mosquito-borne disease of concern in southern areas of Florida or Texas, but with warming climate we're now on the alert for possible northward expansion of this malady that can have severe

human health consequences. Finally, imported cases of malaria infrequently are found in the mid-Atlantic region every year, which when found need attention such that reestablishment of historic locally transmitted malaria doesn't occur.

It's important to understand that if your municipality chooses not to participate in the Section's program at this time, then in the event of a change of mind, perhaps due to intolerable nuisance or disease problems, the Section might *not* be able to take control actions until all the agreements and procedures contained herein are fulfilled by your municipality. This can slow down, or even preclude the Section's ability to take or deliver timely response actions.

What you need to do to participate

In order to best serve the public, the Delaware Department of Natural Resources and Environmental Control (DNREC) has developed and adopted its **Mosquito Control Spray Policy** to govern applications of insecticides, with particular emphasis on the spraying of aerially- or ground-applied adulticides (insecticides to kill adult mosquitoes), and to a lesser degree for aerially- or ground-applied larvicides (insecticides to kill immature mosquitoes in their aquatic stages), within incorporated cities or towns. Aerial spraying of adulticides or larvicides might be done by fixed-wing aircraft or by helicopter. Ground application of adulticides will be done by truck-mounted sprayers ("foggers"). Ground application of larvicides might be done by truck-mounted sprayers, backpack sprayers, or by hand. We are not requesting your endorsement for our ability to undertake ground applications of larvicides, but we are for all types of aerial spraying for adulticiding or larviciding, as well as for ground applications of adulticides.

The Spray Policy requires annual consent by municipalities before the Section will undertake certain types of needed insecticide spraying within a municipality's jurisdictional boundaries; provides for contact persons to represent both the municipality and the State; allows through a municipality's own devices for identification of human health-related "No-Spray zones" for adulticides (if any); and addresses mosquito control in event of a declared public health emergency. This annual consent can be indicated by completing and returning the enclosed **Municipality Endorsement** form. There is also the option on the endorsement form to indicate that your city or town does not wish to participate. We would greatly appreciate your returning the endorsement form in either case. Without receiving the endorsement signed in some manner by the time requested, the Section will assume that your city or town does **not** wish to participate in the upcoming year's control program.

Please note that signing and returning the Municipality Endorsement form does **not** mean that you then automatically receive **all** mosquito control services whenever needed without any further actions on your part. Converse to this and as a specific exception (exclusive of a public health emergency that MCS might recognize), and as described in our Spray Policy (see Section III-4), **each and every time** that you want MCS to undertake any spraying to control adult mosquitoes, done via ground-based or aerial applications within or over areas in your municipality's jurisdiction, **your designated contact person must reach out to MCS to request such adulticiding.** Please note that there can be occasions when we might recommend that spraying be undertaken (based on technical information that our program collects), and whereby we advise that your municipality should then officially request that we take such spray actions. However, in many instances it will be more a matter of your first contacting us on an **event-by-event** basis that you want MCS to apply adulticides (determined by possibly hearing from residents / staff about intolerable local mosquito infestations).

The Section also requires participating municipalities **prepare and submit a signed waiver on official city / town letterhead** permitting spray applications by low-flying aircraft, in order to comply with Federal Aviation Administration (FAA) regulations. Additionally, we have included a map of your city / town's area **for your municipality to delineate its current incorporated boundaries**; and for you **to also delineate requests for human health-related adulticide No-Spray Zones (if any)** in regard to adulticide aerial, or ground spraying, or both. In regard to requesting any human-health-related adulticide No-Spray Zones, you will then also have to follow-up with additional information when making such requests in accordance with our Mosquito Control Spray Policy.

Information about the products we use

We have provided links to Dropbox.com (an online file host) which contains insecticide product labels and Safety Data Sheets (SDS) for the insecticides mentioned in our Spray Policy; these constitute the range of products that we might use this upcoming season. [Please view these product labels and SDS here: bit.ly/MCS-Products-2025; and our Mosquito Control Spray Policy here: bit.ly/MCS-Spray-Policy.] These written materials, although technical in nature, can provide a wealth of information to any concerned individuals regarding an insecticide’s safety for human health, wildlife, or the environment. We only use EPA-registered products for the purpose at-hand, done safely in full accordance with federally approved label instructions. Please note that we also send our Spray Announcements throughout the control season **via phone call, email, and/or text message** using MCS’ **Spray Zone Notification System (SZNS)**, fully described in our Spray Policy. We have also provided a Dropbox link to our public information handout [Mosquito Control in Delaware](#), which can be used however you see fit.

If your city or town wishes to participate in the Section’s mosquito control program this upcoming season, please sign and return **by no later than COB on Friday, March 7, 2025**:

1. the enclosed Municipal Endorsement;
2. an FAA waiver letter, on your municipal letterhead, giving MCS permission to aerially spray over your city or town;
3. the enclosed Municipal Boundary Map, where you have indicated your municipality’s current boundaries along with any requested No-Spray Zones.

No matter where in Delaware your municipality is located, your response should be emailed to Mosquito.Control@delaware.gov or mailed to **Delaware Mosquito Control Section, 1161 Airport Road, Milford, DE 19963 (attn. Anne Newlin)**. If you have any questions, please call me at 302-739-9917. Thank you for your cooperation.

Sincerely,



Thomas J. Moran
Environmental Program Administrator
Delaware Mosquito Control Section

- Encl: [Dropbox link](#) to Mosquito Control Spray Policy:
[Dropbox link](#) to product labels and Safety Data Sheets (SDS):
Municipality Endorsement form (to sign and return)
Municipality Boundary Map (to indicate boundaries and return)
[Dropbox link](#) to an informational handout on Mosquito Control:

- bit.ly/MCS-Spray-Policy
bit.ly/MCS-Products-2025

bit.ly/MC-in-Delaware

MUNICIPAL ENDORSEMENT

MOSQUITO CONTROL SPRAY POLICY

- A. I hereby certify that the **City of Milford** has received from the Delaware Mosquito Control Section (MCS) for the year **2025** electronic copies of the Mosquito Control Spray Policy, as well as insecticide product labels and Safety Data Sheets (SDS) for products mentioned in the Spray Policy via Dropbox.com at bit.ly/MCS-Spray-Policy.
- B. On behalf of the City / Town in regard to participating in and permitting the Section's mosquito control spray activities to occur this year (from March through mid-November) within our jurisdictional boundaries (please check one):
- I agree to allow MCS to undertake its spraying activities within the City / Town to be done in adherence to and per provisions of the Mosquito Control Spray Policy.
- OR
- I do not request the Section's mosquito control spray services this year within City / Town boundaries.
- C. In agreeing to participate and permit mosquito control activities within the City / Town, I have enclosed:
- 1) a Municipality Boundary Map showing the current boundaries, as well as identifying and delineating any requested human health-related No-spray Zones (if any) but which will then require further follow-up on my part in accordance with the Mosquito Control Spray Policy.
- YES, municipal limits have changed** **NO, municipality has not changed**
- 2) a signed waiver prepared on official City / Town letterhead permitting spray applications by low-flying aircraft.
- D. In event of agreeing to participate and permit mosquito control spraying within the City / Town, the primary municipal contact person is _____ at phone number _____ and email address _____.
- As a second municipal contact, his/her alternate is _____ at phone number _____ and email address _____.
- Consent to receive Mosquito Control spraying notices? **TEXTS?** **EMAILS?**
- E. Please note that the Mosquito Control Section will send Spray Announcements concerning your municipality to the phone number(s) and/or email address(es) provided, throughout the control season. For further details on the Spray Zone Notification System (SZNS), please see the Mosquito Control Spray Policy.

(Signature of municipal official)

(Title of municipal official)

(Date)

*Please return endorsement, current map, and FAA waiver by **Friday, March 7, 2025**:
electronically to Mosquito.Control@delaware.gov or via USPS mail to
Delaware Mosquito Control Section, c/o Anne Newlin, 1161 Airport Road, Milford, DE 19963*



MILFORD





RESOLUTION 2025-02

AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR NOTES IN AN AMOUNT NOT TO EXCEED \$8,500,000 AND SCHEDULING OF PUBLIC HEARING ON MARCH 10, 2025

WHEREAS, the City Council of the City of Milford, Delaware (“Council”) has been advised that up to \$8,500,000 is required to finance the design, engineering, and construction of water utility infrastructure improvements to supply the northwest service area and to complete other necessary construction administration, construction inspection, and infrastructure improvements in connection therewith as well as other miscellaneous capital projects (the “Capital Project”).

WHEREAS, the Capital Project is expected to be financed through the issuance of the City of Milford General Obligation Bonds or Notes, in one or more series or subseries (the “Bonds”).

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL AS FOLLOWS:

1. The Council hereby proposes unto the electors of the City that an amount of money not exceeding \$8,500,000 (exclusive of original issue discount) be borrowed to pay for the costs of the Capital Project and to pay the costs associated with the financing. The borrowing is expected to be accomplished through the issuance of the City’s General Obligation Bonds or Notes, in one or more series or subseries.
2. The average rate of interest on the Bonds shall not exceed 7.00%.
3. The Bonds shall be secured by the full faith and credit of the City.
4. The Bonds shall be paid or funded primarily from accumulated water impact fee reserves and anticipated water impact fee receipts; the Bonds shall be paid or funded secondarily from the tax revenues of the City.
5. The City shall be authorized to use the proceeds of the Bonds to fund the Capital Project and shall be authorized to use a portion of the proceeds of the Bonds to pay costs associated with the issuance of the Bonds.
6. The City Council hereby establishes that a Public Hearing upon this Resolution and the proposed borrowing described herein shall be held on Monday, March 10, 2025 at 6:00 p.m. in the Joseph “Ronnie” Rogers Council Chambers Room at the Milford City Hall located at 201 South Walnut Street, Milford, Delaware 19963 (the “Public Hearing Venue”), and hereby directs that notice of such hearing be published and posted as required by Article VIII of the Charter of the City of Milford.

NOW THEREFORE, BE IT RESOLVED by Milford City Council, that Resolution 2025-02 is hereby approved and adopted this 24th day of February 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Milford to be affixed this 24th day of February 2025.

Mayor F. Todd Culotta

Attest:

City Clerk Katrina L. White

To: Mayor and City Council
From: Louis C. Vitola *LV*
Date: February 24, 2025
Re: Resolution 2025-02
No Tax/No Rate Increase Bond Referendum
NW Area Water Infrastructure Improvements

Executive Summary

Staff recommend City Council approval of Resolution 2025-02 to initiate the **no-tax increase, no utility rate increase** bond referendum to meet the funding requirements for the water infrastructure improvements planned for the northwest area of the City. The engineering contract was awarded to KCI Technologies, Inc. (KCI) by City Council last year following Council approval of the FY2025-29 Capital Improvement Plan (CIP) and earlier CIP documents dating back to 2020.

Background

Milford’s strong, sustained growth has necessitated the expansion of the City’s water infrastructure. This need was identified prior to 2020, approved (but not funded) in the FY2021-25 CIP for planning purposes, and targeted for the northwest area of the City due to advantages in water quality and availability. The City’s existing slate of active and committed CIP projects combined with prudent fund reserve policies limit our ability to fund a project of this size and scope with existing reserves or on a pay-as-you-go basis during construction. Staff recommend the City issue long-term bonds to finance the project, which will allow the cost of the improvements to be met through the operating budget over the long-term life of the infrastructure assets. **While there will be no tax increase or utility rate increase associated with this project or the bond referendum**, the City Charter nonetheless requires the bond issuance to be approved in a special election, currently planned for Saturday, April 26, 2025 to coincide with the regularly scheduled City Council election.

Action Requested

City Council approval of Resolution 2025-02 is required to schedule a Public Hearing on the **no-tax increase, no utility rate increase** referendum, slated for Monday, March 10, 2025 at the regularly scheduled City Council meeting. Staff strongly recommend approval of Resolution 2025-02 to facilitate the notice periods and public hearing requirements in advance of the referendum.

Next Steps

Following the public hearing on March 10, a second resolution will be presented to City Council for consideration, which would establish the date, time and place of the special election, which is currently planned for April 26. The timeline below better illustrates the City’s planned referendum process.



Additional Detail

PROJECT DESCRIPTION: The proposed project includes a new drinking water supply well, treatment facility, distribution pump system, and elevated water storage tower. The project provides a critical source of safe drinking water as well as storage in the northwest quadrant of the City's water system. The northwest quadrant has been targeted for such a facility to address ongoing pressure issues, accommodate current development activities, and now to support the City's Corporate Center project. The location is also advantageous due to the availability of high quantity and quality groundwater in the area, which will benefit the entire system – not just the northwest area.

COST ESTIMATE: KCI produced an estimate of probable construction costs late in 2024 (enclosed), pegging construction costs at roughly \$4 million, with overhead, bond costs and contingencies pushing the estimate to \$5.4 million, which is consistent with expectations developed by staff as early as 2020. Beyond that, however, the scope of this project invites the potential for additional known and unknown costs, such as the costs of bond issuance, additional engineering, design, inspection, and / or other professional services, owner's contingency (as opposed to the estimated construction contingency), information technology and virtual security, physical security, ancillary equipment, and more. Further, synergies are presented through the concurrent project activity on the broader Milford Corporate Center site in the form of opportunities for shared construction management, inspection services, and financing; we are positioned to reduce costs across projects by tying in parts of related work to this bond issuance, and the resolution and other required documentation is being drafted accordingly. Finally, the last five years of municipal and utility project management experience have shown us that the economic environment in general, and more specifically, markets for commodities, heavy equipment, and specialized labor, are prone to short supply, long lead time, and sharp price volatility. For those reasons, the "not to exceed" threshold for the bond issuance is recommended at \$8.5 million, while the rate is likewise set conservatively high, not to exceed 7.0%. The actual interest rate is not expected to exceed 5.0%.

RECAP:

Who:	City Staff & Leadership, City Council, Milford Residents
What:	No Tax Increase / No Utility Rate Increase Bond Referendum (Special Election)
When:	Saturday, April 26, 2025
Where:	Polling Places within the City of Milford to be Announced
Why:	To secure long-term financing for the City's planned Water Utility Expansion
How:	2/24/2025 approval of Resolution 2025-02 and related actions through successful approval of no tax increase / no utility rate increase referendum

Recommendation

Staff recommend City Council approval of Resolution 2025-02 to initiate the **no-tax increase, no utility rate increase** bond referendum to meet the funding requirements for the water infrastructure improvements planned for the northwest area of the City.

Enclosures include excerpts from approved CIP documents, KCI's water tank design proposal and construction estimate.



PROJECT NO: 5WA03
PROJECT TITLE: NW City Area Tower/Wells/Treatment
PROJECT STATUS: In Progress (with end date)

FUNDING SUMMARY:

	2025	2026	2027	2028	2029	Total 5 Year
New Funding:	\$300,000	\$7,000,000	\$-	\$-	\$-	\$7,300,000
*Prior Authorized Balance:			-	-	-	-
2025-2029 Funding:	\$300,000	\$7,000,000	\$-	\$-	\$-	\$7,300,000

CAPITAL BUDGET - PROJECT DETAIL	
DEPARTMENT:	Public Works
DIVISION:	Water
FUND:	
PROJECT LOCATION:	City wide
PROJECT PRIORITY:	3 - Medium-High
STRATEGIC PLAN PRIORITY AREA: Mobility & Infrastructure	

DESCRIPTION & JUSTIFICATION:
Design and construct New Tower, Wells, and Treatment Plant that will augment water production for City growth.

SUMMARY OF PROJECT DATA	
First Year in Program:	
Est. Completion Date:	
Est. Useful Life (in years):	
Est. Total Cost:	\$ 7,300,000
Est. Spend @ 6/30/2024 (if underway) ¹ :	
% Complete (if underway):	
Balance to be funded ¹ :	\$ 7,300,000

¹ For ongoing projects, we must estimate total spent since inception through current year to derive the balance to be funded thereafter.

PROJECT COST BY CATEGORY		
CLASSIFICATION	ACCOUNT NUMBER	AMOUNT
Labor:		\$ -
Materials:		\$ -
Other Contracts:		\$ 7,300,000
TOTAL PROJECT COST		\$ 7,300,000

² Council is not required to authorize budget year funding for this portion, but this portion of the project will indeed represent a cash outflow in the budget year and/or "out years."

PROJECT FINANCING BY PLAN YEAR										
SOURCE OF FUNDS:	Prior Authorized ²	Actual Funds Utilized as of 5/31/24	Estimated Expenditures 06/01/24 - 06/30/24	Estimated Authorized Balance ² 06/30/24	2025	2026	2027	2028	2029	TOTAL 5 Year CIP
CAPITAL RESERVES		\$-	\$-		\$-				\$-	\$ -
CAPITAL RESERVES	-	-	-	-	-	-	-	-	-	-
AWARDED GR ^A (SPECIFY)	-	-	-	-	-	-	-	-	-	-
GRANT APPLIC (SPECIFY)	-	-	-	-	-	-	-	-	-	-
FEDERAL/STATE LOANS	-	-	-	-	-	7,000,000	-	-	-	7,000,000
OTHER LOANS	-	-	-	-	-	-	-	-	-	-
IMPACT FEES	-	-	-	-	300,000	-	-	-	-	300,000
OTHER (SPECIFY)	-	-	-	-	-	-	-	-	-	-
TOTAL:	\$ -	\$ -	\$ -	\$ -	\$ 300,000	\$ 7,000,000	\$ -	\$ -	\$ -	\$ 7,300,000
ESTIMATED ANNUAL COST OF OPERATING / MAINTAINING PROJECT OR ASSET					2025	2026	2027	2028	2029	TOTAL
OPERATING IMPACT: INCREMENTAL COSTS (NET SAVINGS)										

City of Milford
Capital Improvement Plan FY21-25
Final as Approved

Department	Project	Dept Priority	Potential Funding Source	FY19-20 Approved	2021	2022	2023	2024	2025
Water	PROJECTS/INFORMATIONAL								
Water	10th St Water Facility Test Well (New Well to Replace Well #1)	Essential	Water Reserves		\$ 625,000				
Water	Wtr Trtmnt Facility Monitoring&Process Control Upgrades (4&5)	Essential	Water Reserves		\$ 250,000				
Water	City-wide Valve & Hydrant Replacement/Improvements	Essential	Water Reserves		\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000
Water	Standardized Water Treatment Facility Controls	Essential	Water Reserves		\$ 50,000	\$ 50,000			
Water	Front Street Water Lines	Essential	Water Reserves		\$ 1,500,000				
Water	Replacement of Lead Water Service Lines	Essential	Water Reserves		\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000
Water	Replacement of Concrete Asbestos Water Mains	Essential	Water Reserves		\$ 115,500	\$ 115,500	\$ 115,500	\$ 115,500	\$ 115,500
Water	Replacement of Well #16 (Southeast Treatment Facility)	Essential	Water Reserves		\$ 625,000				
Water	Seabury Water Treatment Facility Upgrades	Essential	Water Reserves				\$ 2,000,000		
Water	New NW City Area Tower/Wells/Treatment	Essential	Water Reserves						\$ 5,000,000
Water	SE Regional Water Infrastructure - East of Route 1	Deferrable	Water Reserves					\$ 800,000	
Water	SE Regional Water Infrastructure - South of Johnson Road	Deferrable	Water Reserves					\$ 1,000,000	
			WATER INFORMATIONAL	\$ -	\$ 3,665,500	\$ 665,500	\$ 2,615,500	\$ 2,415,500	\$ 5,615,500
Sewer	Equipment								
Sewer	Replace 2006 Intersoll Rand Compressor	Essential	Enterprise Fund			\$ 25,000			
Sewer	Replace Kubota Excavator	Deferrable	Enterprise Fund				\$ 75,000		
Sewer	Replace FN 150 Sewer Pump and Trailer	Essential	Enterprise Fund					\$ 45,000	
			Total Equipment	\$ -	\$ -	\$ 25,000	\$ 75,000	\$ 45,000	\$ -
Sewer	Vehicles								
Sewer	Replace SE-2 Ford F250 Pickup	Essential	Enterprise Fund	\$ 65,000					
Sewer	Replace S-4 with Hook Truck with Dump/Flatbed & Plow	Essential	Enterprise Fund	\$ 220,000					
			Total Vehicles	\$ 285,000	\$ -	\$ -	\$ -	\$ -	\$ -
			TOTAL SEWER	\$ 285,000	\$ -	\$ 25,000	\$ 75,000	\$ 45,000	\$ -
Sewer	PROJECTS/INFORMATIONAL								
Sewer	Standardized Sewer Pump Station Controls	Essential	Sewer Reserves		\$ 50,000				
Sewer	Truitt Ave Pump Station Groundwater Investigation & Repair	Essential	Sewer Reserves		\$ 250,000				
Sewer	SCADA Instrumentation Upgrades & Integration	Essential	Sewer Reserves		\$ 50,000				
Sewer	Targeted Inflow and Infiltration Investigation & Repair	Essential	Sewer Reserves		\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000
Sewer	SE 2nd Street Sewer Line Replacement	Essential	Sewer Reserves		\$ 175,000				
Sewer	SE 2nd Street Pump Station Replacement	Deferrable	Sewer Reserves				\$ 1,000,000		
Sewer	Replace Asbestos Concrete Pipe	Essential	Sewer Reserves		\$ 100,000	\$ 50,000			
Sewer	SE Regional Pump Station and Force Main - East of Route 1	Deferrable	Sewer Reserves					\$ 1,500,000	
Sewer	SE Reg Pump Station/Force Main: S of Johnson Road/FM - NE Front St	Deferrable	Sewer Reserves					\$ 2,000,000	
Sewer	Mill Street Sewer Realignment	Essential	Sewer Reserves		\$ 50,000				
			SEWER INFORMATIONAL	\$ -	\$ 925,000	\$ 300,000	\$ 1,250,000	\$ 3,750,000	\$ 250,000
Solid Waste	Vehicles								
Solid Waste	Replace Refuse Truck SW-12 with Split Body Collection Truck	Essential	7 yr Loan from Water Reserves	\$ 366,200					
Solid Waste	Replace ODB Leaf Vacuum w/ Auto leaf box w/ hook Truck	Essential	Solid Waste Fund		\$ 90,000				
Solid Waste	Replace Rear loader Truck SW14	Essential	Solid Waste Fund				\$ 360,000		
Solid Waste	Replace Refuse Truck SW-11 Automated Side Loader Truck	Essential	Solid Waste Fund						\$ 295,000
			Total Vehicles	\$ 366,200	\$ 90,000	\$ -	\$ 360,000	\$ -	\$ 295,000
			TOTAL SOLID WASTE	\$ 366,200	\$ 90,000	\$ -	\$ 360,000	\$ -	\$ 295,000



CITY OF MILFORD
MCC 300K GALLON ELEVATED WATER STORAGE TANK
ESTIMATE OF PROBABLE CONSTRUCTION COSTS - CONCEPT PHASE
Wednesday December 11, 2024

Item No.	Description	Quantity	Unit	Unit Cost	Bid Amount
1	Mobilization and Demobilization	1	LS	\$ 300,000.00	\$ 300,000.00
2	Erosion and Sediment Control	1	LS	\$ 30,000.00	\$ 30,000.00
3	Water Tank	1	LS	\$ 2,100,000.00	\$ 2,100,000.00
4	Well & Well Pump	1	LS	\$ 250,000.00	\$ 250,000.00
5	Well House Building & Treatment	1	LS	\$ 550,000.00	\$ 550,000.00
6	Site Improvements	1	LS	\$ 200,000.00	\$ 200,000.00
7	Foundation Piles (Optional)	1	LS	\$ 250,000.00	\$ 250,000.00
8	Elec / Instrumentation & Controls	1	LS	\$ 350,000.00	\$ 350,000.00
				Subtotal	\$ 4,030,000.00
			15%	Contingency	\$ 604,500.00
			15%	OH&P	\$ 604,500.00
			5%	Bond	\$ 201,500.00
				TOTAL	\$ 5,440,500.00



PUBLIC WORKS FACILITY
180 Vickers Drive
Milford, DE 19963
www.cityofmilford.com

PLANNING DEPARTMENT
Planning, Economic Development,
Enforcement, and Inspections Office
O 302.424.8396 | F 302.424.3559

TO: City Council and Mayor
FROM: Willis Shafer, Public Works Director
CC: Mark Whitfield, City Manager
Lou Vitola, Finance Director
DATE: June 18, 2024
RE: Milford Corporate Center – Water Tower Design Proposal
KCI Technologies, Inc. (KCI)

Engineering Services Contract – KCI Technologies, Inc. – 300,000-gallon water tower design

KCI has provided the enclosed proposal for the design and construction specifications/documents to install a new 300,000-gallon spheroid type elevated water storage tank located at the Milford Corporate Center site. The scope of design work includes the following:

- Geotechnical investigation: site permitting, soil boring, subsurface exploration, groundwater monitoring, sealing / backfill of test borings, lab testing, geotechnical evaluation and final report.
- Tank design: coordination with tank manufacturer, construction document preparation, and required permitting¹.

These services would be billed to the City based on time and materials utilized to complete the tasks. The total fee for these services is not to exceed the proposal of \$60,000, plus \$10,000 (16.7%) estimated for fees/permits, reimbursable expenses and contingencies. Funding is available in the FY24 capital budget.

The water tower project requires approximately two years to complete. Design work is estimated at six months. Fabrication, assembly and painting require another 12 to 18 months following the design process.

The total cost to construct the entirety of the northeast area water infrastructure, including the proposed tower, treatment plant and well field is approximately \$7 million. The size of the project in terms of both the large investment and its long useful life all but require the use of debt financing. The likely availability of advantageous intergovernmental loan funding for this type of project will further influence what we believe will be a recommendation to finance all or a majority of the project with loan funding. Given the expected financing term in excess of five years, the loan package would require a citywide referendum subject to voter approval, similar to the southeast water tower and related infrastructure, the 2014 sewer infrastructure improvements, and other utility projects financed through DNREC / USDA.

Staff recommend City Council authorize the Mayor to execute the proposal from KCI Technologies, Inc. not to exceed \$70,000 for design and construction specifications/documents for a new 300,000-gallon spheroid type elevated water storage tank at the Milford Corporate Center site utilizing existing funding through water impact fees as approved in the FY24² and FY25 capital budgets.

¹ As with all projects, the City is responsible for all application and permitting fees, third-party regulatory fees, etc; KCI will execute submittals on behalf of Milford

² Staff Note: Req/Blanket PO Against 32207078-577044-3WA08

KCI TECHNOLOGIES, INC.
TASK ORDER AUTHORIZATION
MCC Water Tower
May 10, 2024
KCI Project No. 131803632

The purpose of this form is to obtain your authorization for the work verbally requested and to confirm the terms under which these services will be provided. KCI Technologies, Inc. is pleased to provide the services described below as an amendment to the contract previously executed, dated May 24, 2018 for the Project called City of Milford On Call Services located in Milford, Delaware.

Invoices to: City of Milford
Attention: Mr. James Puddicombe
180 Vickers Drive
Milford, DE 19963

SCOPE OF SERVICES:

KCI will perform the professional services for the proposed water tower project located at the proposed Corporate Center property. The City has requested a proposal for the design of a new 300,000-gallon spheroid type elevated water storage tank at this site. The tower is part of the overall master development plan for the site and infrastructure improvements/expansion in the area. The goal of this project is to solicit proposals from qualified water tower suppliers in conjunction with the other site improvements. The design and construction scope will be limited exclusively to the tower. Site improvements will be incorporated into the overall site development construction scope under a separate contract. The tower manufacturer shall provide all internal equipment, instrumentation, lighting and wiring. However, power distribution, heating, ventilation, and communications will be excluded from the scope and incorporated into the anticipated water treatment facility design which will be under a separate contract.

KCI will perform the services described below:

Task #1: Geotechnical Investigation

KCI will lead a geotechnical field investigation to evaluate the subsurface conditions at the proposed water tank site. The results of this investigation will serve as the basis for the tank structural foundation design (provided by the tank supplier). Scope of work to include the following:

- Borings Stakeout, Survey and Utility Clearance. KCI-Survey will stake all boring locations in the field. Prior to drilling the test borings, Miss Utility will be contacted to mark public utilities.
- Permitting. Boring permit will be obtained prior to drilling.
- Subsurface Explorations. KCI's drilling subcontractor will drill supplement three to four (3-4) test borings as indicated in the table below or to auger refusal, whichever occurs first. We will obtain soil samples using the Standard Penetration Test (SPT) method (ASTM D1586) continuously within the top 10 feet (i.e., 0'-2'; 2'-4'; 4'-6'; 6'-8'; and 8'-10'), and 5-foot intervals thereafter to the boring termination depths. We will collect bulk samples from selected borings, and if soft clay is encountered, we will collect undisturbed Shelby Tube samples for laboratory testing. While we do not anticipate shallow rock, if encountered, we will perform a minimum of 10-foot rock coring.

KCI will notify the client if conditions warrant that borings be extended or added. KCI will provide a full-time Field Engineer to supervise and direct the drilling and soil sampling operations.

PROPOSED SCHEDULE OF TEST BORINGS *		
Proposed Location	No. of Borings	Boring Depths (ft)
Center of Water Tank	B-1	100
Foundation Perimeter (equally spaced)	B-2	100
	B-3	50
	B-4	50
TOTAL		300
* Alternately we can perform Three borings to 100 feet each depending on site conditions		

- ***Groundwater Levels:*** We will monitor short-term water levels (<24-hr) with a water-level meter during drilling and after completion of drilling.
- ***Sealing and Backfilling of Test Borings.*** Backfill the test borings with auger cuttings prior to leaving the site. Remaining auger cuttings and soil spoils will be spread in appropriate green areas of the site.
- ***Laboratory Testing.*** Transport the soil samples to our geotechnical laboratory for detailed visual examination, classification, and testing. Perform routine physical property tests (particle size analysis, Atterberg limits, USCS classification, standard proctor, and natural moisture content) on selected representative soil samples to aid in classification and determination of stratigraphic continuity, and to serve as indices to soil behavior. We will also perform a Consolidation test on Undisturbed Shelby Tube Sample (if soft clay is encountered) for use in settlement analysis.
- ***Geotechnical Evaluations & Report:*** KCI will evaluate the results of the subsurface exploration, in-situ and laboratory testing, and prepare a geotechnical engineering report in accordance with generally accepted standards. The report will contain the following:
 - A review and description of the area and site geologic conditions;
 - A review and description of the field and laboratory test procedures conducted and their results;
 - Review and description of subsurface conditions encountered including soil types and physical properties, boring logs, subsurface profiles, and depth to groundwater (if encountered);
 - Identify and discuss major geotechnical issues that will impact design and construction of the Water Tank;
 - Seismic site classification, design coefficients and recommendations;
 - Foundation recommendations for the Water Tank including:
 - Coordinate with tank manufacturer
 - Foundation type (shallow vs. deep), ground improvement (if required), bearing capacity and estimated settlements (total and differential).
 - For deep foundations, will provide type of piles; axial compression/tension and lateral capacities.
 - General construction recommendations including re-use of on-site soils, subgrade preparation, potential excavation difficulties, and temporary groundwater control.

Estimated Fee for Task #1 is: \$15,000.00

Task #2: Elevated Water Tank

This task includes working with the tank manufacturer on tank design, construction document preparation, and permitting for the project. KCI will provide engineering services for preparation of contract drawings, specifications, and contract documents for the proposed storage tank. The detailed tank design will be delegated to the tank supplier. The tank design will meet AWWA criteria and include a NSF approved painting system.

The following permits/approvals by agencies are included under this task:

- Federal Aviation Administration (FAA) permit for water tower.
- Construction permit from Delaware Health and Social Services (DHSS).
- Delaware Fire Marshal Approval.

Assumptions:

- All application fees will be paid by the Town and are excluded from this proposal.

Estimated Fee for Task #2 is: \$45,000.00

FEES AND PAYMENTS

The following fees are for the performance of the Work listed in the Scope of Services above, at the location described above. The fees listed in this Fees and Payments section do not cover any Additional Work (defined herein), or any other services that are not specifically described as part of the Work listed in the Scope of Services above. Payment of any invoice shall be taken to mean that the Client is satisfied with the services and is not aware of any deficiencies in those areas.

KCI's estimated fee for the Work listed in the Scope of Services above will be **\$60,000**, which will be invoiced monthly on a time and material basis using the previously approved 2024 rates (enclosed).

ASSUMPTIONS/EXCLUSIONS

- The scope assumes that the overall site development including grading, stormwater, E&S, pavement, etc. is provided through the overall site development project. The scope of this project is exclusively to procure and construct an elevated water storage tank.
- Fieldwork can be performed within normal working hours between 9am — 5pm, Monday through Friday.

ADDITIONAL WORK

Experience indicates that certain additional items of work may be required or necessary that KCI cannot presently determine or estimate. For this reason, the fee for these items is not included in the provisions listed above in "Fees and Payments" for the performance of the Work. Further, the performance of these items is not included in the Work unless the item is expressly described as the Work in the preceding Scope of Services section. These additional items of work ("Additional Work") are caused by many factors, usually at the discretion of the Client and/or construction contractors. They may also be caused by reviewing agency or Client variance/deviation from present policies and standards of reviewing governmental agencies. "Additional Work" may sometimes be referred to as extras, change orders, or additions, but for purposes of this Proposal, all such descriptions are intended to be encompassed within the term Additional Work.

- Extra work required by the City or other governmental agency that is not expressly included in the above Scope of services.

- Work revisions on any Scope of Services items that are required as a result of a change requested by the Client after previous approval by it or any approving agencies.
- Checking of work performed by others with the exception of those items specifically listed in the scope of services above.
- Certifications not specifically called for in the Scope of Services.
- Re-work or revisions of work due to changes in policies or regulations during the progress of the work.
- Traffic impact studies.
- Development of easement exhibits or access agreements.
- The recording of plats and documents and fees for same.
- Permitting work not identified above.
- Expert witness testimony.
- Any off-site work not in scope.
- Regulatory filing and review fees.
- Environmental studies, studies for limited or special uses, forest density studies.
- Flood plain studies.
- Phase I Environmental Site Assessment.
- Environmental Wetland delineation and/or jurisdictional determination.
- Maintenance of traffic design or traffic management plan (TMP).
- Bid and construction phase services.
- Inspection services, including site visits and inspection reports not included in the above Scope of Services.
- Public outreach efforts.

Note

In the event that an extra work authorization is required for an additional project task KCI will not commence the execution of the described work until receiving a signed copy of the extra work authorization.

FEES AND PAYMENTS FOR ADDITIONAL WORK:

Fees and payments for Additional Work shall be in addition to any fees and payments for the Work described in the Scope of Services above. Fees and Payments for Additional Work will be billed in accordance with the above Fees and Payments section.

SCHEDULE:

We estimate that the above scope of work can be completed and submitted to the City within eight (8) weeks of Notice to Proceed.

Task Order Authorization (TOA):

If this TOA is satisfactory, acceptable and fully sets forth the terms of our understanding, please sign the Acceptance and return a copy to KCI's office. This TOA shall be deemed an ADDENDUM to the Contract previously executed between the parties hereto dated March 24, 2018, and all the terms and conditions set forth in the originating contract aforesaid are hereby by reference thereto. The 2023 rate schedule is attached to this TOA.

KCI welcomes the opportunity to serve the City and looks forward to working with you on this project. The Project Manager to be assigned to the Work is Daniel R. String, P.E. and his telephone number is (302) 448-9905.

Prepared by: 
Daniel R. String, PE
Practice Leader / Sr. Project Manager

Work Authorized by:

City of Milford

Mark A. Whitfield City Manager

(Signature)



RESOLUTION 2025-03

AUTHORIZING SOLID WASTE COLLECTION RATES EFFECTIVE JULY 1, 2025 FOR FISCAL YEARS 2026 THROUGH 2030

WHEREAS, the City Council of the City of Milford has the authority to establish rates and fees for utilities and various services, including solid waste collection rates and related fees; and

WHEREAS, the City Council recognizes that the provision of such services, including solid waste collection services, are of special benefit to the applicants and recipients of such services, rendering such benefits separate and apart from the general benefit to the public, and therefore, in the interest of fairness to the general public, the recovery of the costs of service are best recovered directly from applicants and recipients of such services by maintaining a schedule of rates and fees ; and

WHEREAS, the City Council adopted Resolution 2024-04 on April 22, 2024 establishing the Comprehensive City Fee Schedule, including solid waste collection rates and related fees effective April 30, 2024; and

WHEREAS, City Staff reviews costs reasonably borne by the City through the provision of utility services, including solid waste collection services, the beneficiaries of those services, and the revenue produced through the rates and fees collected in consideration of those services; and

WHEREAS, City Staff, in consultation with professional, independent rate consultants, have conducted an analysis of the City's cash reserve policies, residential growth, solid waste service level targets, and solid waste collection operations, including pro forma revenue and expense projections through fiscal year 2030 to determine the rate track required to achieve the City's service level targets and cash reserve policies ; and

WHEREAS, City Staff, pursuant to Resolution 2024-04, will evaluate the Comprehensive City Fee Schedule, including the solid waste collection rates and fees, no less than annually to ensure the City's ability to maintain the high-quality service levels through the recovery of practical, necessary operating and capital costs.

NOW, THEREFORE, THE CITY OF MILFORD HEREBY ORDAINS:

- Section 1. Resolution 2025-03, the Comprehensive City Fee Schedule, attached hereto, is hereby updated to reflect the solid waste collection rate track and fee schedule effective July 1, 2025 through June 30, 2030.
- Section 2. Although most City fees are inclusive, this Comprehensive City Fee Schedule may not show all fees and penalties authorized by administrative rules or in a city contract, such as concession and franchise fees.
- Section 3. As first adopted in Resolution 2024-04, it remains the intention of the City that future versions of this document show all rates and fees and shall distinguish those that are being proposed at the time of adoption.

The Comprehensive City Fee Schedule is hereby amended by majority vote of Milford City Council on the 24th day of February 2025.

Approved: _____
Mayor F. Todd Culotta

Attest: _____
City Clerk Katrina L. White

CITY OF MILFORD, DE

EXCERPT OF SOLID WASTE COLLECTION AND SERVICE FEES (CHANGES IN RED)

Description		HISTORIC	PREVIOUS RATE STUDY, AS ADJUSTED				CURRENT	UPDATED RATE STUDY				
		Monthly Fee prior to 6/30/2020	Monthly Fee, Effective				Monthly Fee Effective FY25	Monthly Fee, Effective				
			FY21 7/1/2020	FY22 7/1/2021	FY23 7/1/2022	FY24 7/1/2023	7/1/2024	FY26 7/1/2025	FY27 7/1/2026	FY28 7/1/2027	FY29 7/1/2028	FY30 7/1/2029
Trash, Recycle, Yard Waste Collection	Residential, per Unit	\$26.00	\$27.05	\$28.15	\$29.30	\$31.50	\$32.75	\$34.00	\$35.35	\$36.75	\$38.25	\$39.85
	Nonresidential, per Unit	26.00	27.05	28.15	29.30	31.50	32.75	34.00	35.35	36.75	38.25	39.85
	Multi-Unit Rental Complex, 95-Gal, Weekly Collection, per Unit	25.00	27.05	28.15	29.30	31.50	32.75	34.00	35.35	36.75	38.25	39.85
	Multi-Unit Rental Complex, 3 CY, Weekly Collection, per Unit	150.00	175.00	200.00	200.00	200.00	200.00	208.00	216.00	225.00	234.00	243.00
	Multi-Unit Rental Complex, 3 CY, Twice-Weekly Collection, per Unit	300.00	320.65	370.65	370.65	370.65	370.65	386.00	400.00	415.00	435.00	450.00
Bulk/Brush Collection	First & Second Request in 12 Months	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Third & Each Additional Request in 12 Months	50.00	50.00	50.00	50.00	50.00	50.00	52.00	54.00	56.50	58.50	61.00
Additional Container	Trash, each	5.00	5.25	5.50	5.75	7.00	7.25	7.50	7.75	8.00	8.25	8.50
	Recycle, each	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Yard Waste, each	3.00	3.50	3.75	4.00	4.25	4.50	4.75	5.00	5.25	5.50	5.75



Milford DE

Solid Waste Financial Projection Study

February 13, 2025

FINAL DRAFT



Submitted Respectfully by:

Dawn Lund, Vice President
Utility Financial Solutions, LLC
dlund@ufsweb.com
(231) 218-9664



February 13, 2025

Mr. Louis Vitola, Finance Director
10 SE 2nd St.
Milford, DE 19963

Dear Mr. Vitola,

We are pleased to present this executive summary report for a financial projection completed for the City of Milford Solid Waste Department. This report was prepared to provide the utility with a comprehensive examination of its existing financials by an outside party.

The specific purposes of this long-term financial projection and rate study are:

- 1) Determine solid waste utility's revenue requirements for fiscal year 2025,
- 2) Project rate adjustments needed to meet targeted revenue requirements,
- 3) Develop retail rates.

This report includes results of the financial projection and identifies the 2025-2029 rate track of the Solid Waste Department. Specific findings included in this report are:

- 1) Rate adjustments that are based on the utilities ability to meet or work toward three factors listed below:
 - a. Debt Coverage Ratio
 - b. Minimum Cash Reserves
 - c. Optimal Net Income

This report is intended for information and use by management and the Board of Directors for the purposes stated above and is not intended to be used by anyone except the specified parties.

Sincerely,

A handwritten signature in black ink that reads "Dawn Lund". The signature is fluid and cursive, with a long horizontal stroke at the end.

Utility Financial Solutions, LLC
Dawn Lund
Vice President

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Utility Revenue Requirements

To determine revenue requirements for 2025, the revenues and expenses for Fiscal Year 2023; YTD 2024 and Budget 2024 were analyzed, with adjustments made to reflect projected operating characteristics.

Table One is the projected financial summary for the Solid Waste Department from 2025-2029 without rate adjustments. Operating income for 2025 is projected at a loss (\$58,819) and losses continue increase to (\$321,903) by 2029. The cash generated from operations is not sufficient to support the long-term projected maintenance and capital improvement program.

Table One – Financial Summary (without Rate Adjustments)

Fiscal Year	Projected Rate Adjustments	Capital Improvements Plan	Debt Coverage Ratio	Projected Expenses	Projected Revenues	Adjusted Operating Income	Target Operating Income	Projected Cash Balances	Targeted Minimum Cash
2025	0.0%	\$ 515,500	N/A	\$ 1,745,609	\$ 1,686,790	\$ (58,819)	\$ 33,000	\$ 105,574	\$ 546,116
2026	0.0%	-	N/A	1,859,739	1,686,790	(172,950)	33,000	115,543	571,716
2027	0.0%	-	N/A	1,916,570	1,686,790	(229,780)	33,000	68,732	609,683
2028	0.0%	-	N/A	1,961,960	1,686,790	(275,170)	33,000	(23,704)	620,875
2029	0.0%	-	N/A	2,008,693	1,686,790	(321,903)	33,000	(163,217)	656,352

Projected Cash Flow

Table Two is the projected cash flow for 2025-2029, including projections of capital improvements as provided by the Utility. Changes in the capital improvement plan can greatly affect the cash balance and minimum cash reserve target. Cash balances for 2025 are projected at \$105,574 and decline to (\$163,217) by 2029. The projected minimum target based on financial risk is \$600,000 throughout the projection period.

Table Two – Projected Cash Flows (without Rate Adjustments)

Description	Projected 2025	Projected 2026	Projected 2027	Projected 2028	Projected 2029
Projected Cash Flows					
Net Income	\$ (56,292)	\$ (172,422)	\$ (229,202)	\$ (274,826)	\$ (321,903)
Depreciation Expense/Amortization	172,081	182,391	182,391	182,391	182,391
Subtract Debt Principal	-	-	-	-	-
Add Bond Sale Proceeds	-	-	-	-	-
Cash Available from Operations	\$ 115,788	\$ 9,969	\$ (46,811)	\$ (92,436)	\$ (139,513)
Estimated Annual Capital Additions	515,500	-	-	-	-
Net Cash From Operations	\$ (399,712)	\$ 9,969	\$ (46,811)	\$ (92,436)	\$ (139,513)
Beginning Cash Balance	\$ 505,286	\$ 105,574	\$ 115,543	\$ 68,732	\$ (23,704)
Ending Cash Balance	\$ 105,574	\$ 115,543	\$ 68,732	\$ (23,704)	\$ (163,217)
Rate Funded Capital and Reserves	\$ 115,788	\$ 9,969	\$ (46,811)	\$ (92,436)	\$ (139,513)
Total Cash Available	\$ 105,574	\$ 115,543	\$ 68,732	\$ (23,704)	\$ (163,217)
Targeted Minimum	\$ 546,116	\$ 571,716	\$ 609,683	\$ 620,875	\$ 656,352

Projected Cash Balance does not meet targeted minimums throughout the projection period.

Minimum Cash Reserve

Table Three is the minimum level of cash reserves required to help ensure timely replacement of assets and to provide financial stability of the solid waste utility. The methodology used in this study is based on certain assumptions related to a percentage of operating expense, historical investment, capital improvements, and debt service to be kept in cash reserves. Minimum cash reserve attempts to quantify the minimum amount of cash the utility should keep in reserve and is considered at critical levels if cash approaches this minimum. Actual cash reserves may vary substantially above the minimum and is dependent on the life cycle of assets that are currently in service. The solid waste utility should maintain a minimum of \$600,000 in cash reserves based on the adopted methodology.

Table Three – Minimum Cash Reserves for 2025 – 2029

Description	Percent Allocated	Projected 2025	Projected 2026	Projected 2027	Projected 2028	Projected 2029
Calculated Minimum Cash Level						
Operation & Maintenance Less Depreciation Expense	24.7%	\$ 381,445	\$ 405,954	\$ 418,844	\$ 428,881	\$ 439,216
Landfill Expense	24.7%	37,617	38,708	39,830	40,985	42,174
Historical Rate Base	1%	23,954	23,954	47,908	47,908	71,863
Current Portion of Debt Service Reserve	83%	-	-	-	-	-
Five Year Capital Improvements - Net of debt proceeds	20%	103,100	103,100	103,100	103,100	103,100
Minimum Cash Reserve Levels		\$ 546,116	\$ 571,716	\$ 609,683	\$ 620,875	\$ 656,352
Projected Cash Reserves		\$ 105,574	\$ 115,543	\$ 68,732	\$ (23,704)	\$ (163,217)

Debt Coverage Ratio

The minimum targeted debt coverage ratio for prudent financial planning purposes is 1.45 for the outstanding revenue bonds on the solid waste system. Maintaining a 1.45 debt coverage ratio is good business practice and helps to achieve the following:

- a. Helps to ensure debt coverage ratios are met in years when sales are low due to cold or wet summers or loss of a major customer(s).
- b. Obtain higher bond rating, if revenue bonds are sold in the future, to lower interest cost.

Currently, the solid waste department does not hold debt.

Rate of Return

The optimal target for setting rates is the establishment of a target operating income to help ensure the following:

- 1) Funding of Interest Expense on the outstanding principal on debt. Interest expense is below the operating income line and needs to be recouped through the operating income balance.
- 2) Funding of the inflationary increase on the assets invested in the system. The inflation on the replacement of assets invested in the utility should be recouped through the Operating Income
- 3) Adequate rate of return on investment to help ensure current customers are paying their fair share of the use of the infrastructure and not deferring the charge to future generations.

The target established is \$33,000 and the utility is projected to operate at losses throughout the projection period.

Table Five - Rate of Return Calculation – (without Rate Adjustments)

Description	Percent Allocated	Projected 2025	Projected 2026	Projected 2027	Projected 2028	Projected 2029
Target Operating Income						
Interest on Debt	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
System Equity	4.00%	\$ 33,000	\$ 33,000	\$ 33,000	\$ 33,000	\$ 33,000
Target Operating Income		\$ 33,000	\$ 33,000	\$ 33,000	\$ 33,000	\$ 33,000
Projected Operating Income		\$ (58,819)	\$ (172,950)	\$ (229,780)	\$ (275,170)	\$ (321,903)
Rate of Return in %		2.6%	2.8%	2.9%	3.0%	3.2%

Projected Operating Income falls below minimum targets throughout the projection period.

SUMMARY OF FINANCIAL POSITION

Proposed Rate Track

Increasing rates requires balancing the financial health of the utility with the financial impact on customers. The rate track was designed after discussions with management to work towards targets, while keeping rate adjustments to a certain threshold to minimized rate impact to customers.

Table six below is the five-year financial projection with projected rate increases of 4.0% in 2025 – 2029. The rate track was developed to maintain operating income and debt coverage ratios. The rate track should be reviewed with the budget process as changes in expenses and capital can impact the rate track.

Table Six – Financial Summary with Proposed Rates

Fiscal Year	Projected Rate Adjustments	Capital Improvements Plan	Debt Coverage Ratio	Projected Expenses	Projected Revenues	Adjusted Operating Income	Target Operating Income	Projected Cash Balances	Targeted Minimum Cash
2025	4.0%	\$ 515,500	N/A	\$ 1,745,609	\$ 1,754,030	\$ 8,422	\$ 33,000	\$ 172,815	\$ 546,116
2026	4.0%	-	N/A	1,859,739	1,823,961	(35,779)	33,000	320,291	571,716
2027	4.0%	-	N/A	1,916,570	1,896,688	(19,881)	33,000	484,401	609,683
2028	4.0%	-	N/A	1,961,960	1,972,325	10,365	33,000	679,579	620,875
2029	4.0%	-	N/A	2,008,693	2,050,987	42,293	33,000	907,661	656,352

- The rate track was set to stabilize operating income and cash balances. Cash will need to be monitored as capital improvements materialize.

SIGNIFICANT ASSUMPTIONS

This section outlines the procedures used to develop the financial projection study and the related significant assumptions.

Forecasted Operating Expenses

Forecasted expenses were based on actual 2023; YTD 2024 and Budget 2024.

Inflation

Inflation was assumed at 2.9% in 2025-2029.

Growth

Growth on sales was projected at 0.0%.

Interest Income

Interest income was forecasted based on projected cash balances and an interest rate of 0.5%.

Capital Improvements

The capital improvement projections were provided by the Utility. Projections for 2025 – 2029 are listed below:

Fiscal Year	Capital Improvements Plan
2025	\$ 515,500
2026	-
2027	-
2028	-
2029	-

Solid Waste Department Findings

- 1) For the City to maintain long-term financial targets of the solid waste utility, rate increases should be considered. Below is a summary of the financial projection with proposed rate increases of 4.0% in 2025-2029. The rate track was developed to maintain operating income and cash balances. The rate track should be reviewed annually as changes in revenues, expenses and capital can affect the rate track.

Fiscal Year	Projected Rate Adjustments	Capital Improvements Plan	Debt Coverage Ratio	Projected Expenses	Projected Revenues	Adjusted Operating Income	Target Operating Income	Projected Cash Balances	Targeted Minimum Cash
2025	4.0%	\$ 515,500	N/A	\$ 1,745,609	\$ 1,754,030	\$ 8,422	\$ 33,000	\$ 172,815	\$ 546,116
2026	4.0%	-	N/A	1,859,739	1,823,961	(35,779)	33,000	320,291	571,716
2027	4.0%	-	N/A	1,916,570	1,896,688	(19,881)	33,000	484,401	609,683
2028	4.0%	-	N/A	1,961,960	1,972,325	10,365	33,000	679,579	620,875
2029	4.0%	-	N/A	2,008,693	2,050,987	42,293	33,000	907,661	656,352

- 2) The financial projection revenue, expenses and cash flow should be updated annually with the budget process to determine if the rate track is on target. The rate track was set at a minimum and any changes in capital or expenses can affect the future rate track.

RATE DESIGN AND IMPACTS

Solid Waste Department Proposed Rate Design – 4%

		<i>CURRENT</i>	<i>UPDATED RATE STUDY</i>				
Description		Fee per Month effective FY25 7/1/2024	Fee per Month effective FY26 7/1/2025	Fee per Month effective FY27 7/1/2026	Fee per Month effective FY28 7/1/2027	Fee per Month effective FY29 7/1/2028	Fee per Month effective FY30 7/1/2029
Trash, Recycle, Yard Waste Collection	Residential, per Unit	\$32.75	\$34.00	\$35.35	\$36.75	\$38.25	\$39.85
	Nonresidential, per Unit	\$32.75	\$34.00	\$35.35	\$36.75	\$38.25	\$39.85
	Multi-Unit Rental Complex, 95-Gallon, Weekly Collection, per Unit	\$32.75	\$34.00	\$35.35	\$36.75	\$38.25	\$39.85
	Multi-Unit Rental Complex, 3 CY, Weekly Collection, per Unit	\$200.00	\$208.00	\$216.00	\$225.00	\$234.00	\$243.00
	Multi-Unit Rental Complex, 3 CY, Twice-Weekly Collection, per Unit	\$370.65	\$386.00	\$400.00	\$415.00	\$435.00	\$450.00
Bulk/Brush Collection	First & Second Request in 12 Months	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Third & Each Additional Request in 12 Months	\$50.00	\$52.00	\$54.00	\$56.50	\$58.50	\$61.00
Additional Container	Trash, each	\$7.25	\$7.50	\$7.75	\$8.00	\$8.25	\$8.50
	Recycle, each	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Yard Waste, each	\$4.50	\$4.75	\$5.00	\$5.25	\$5.50	\$5.75

Resolution 2024-04 Comprehensive City Fee Schedule



NO UPDATES

Building Inspection And Permitting Fees

Description		Fee
Building Permit, Residential, Use groups R3 or R4	New Dwelling Unit	\$50 per 100 heated square feet plus \$13 per 100 unheated square feet
	Interior/Exterior Renovations, Accessory Building, Pool, Deck, Ramp, Solar Panels, Fence	\$50 plus \$5 per \$1,000 up to \$1M and \$2 per \$1,000 over \$1M based on cost of project
	Demolition	\$50.00
	Certificate of Occupancy	\$25.00
Building Permit, Other than use groups R3 or R4	New Construction, Commercial Fit-Out, Interior/Exterior Renovations, Footer, Foundation, Wireless Facilities	\$100 plus \$5 per \$1,000 up to \$1M and \$2 per \$1,000 over \$1M based on cost of project
	Sign, Sales/Construction Trailer, Solar Panel, Fence	\$50 plus \$5 per \$1,000 up to \$1M and \$2 per \$1,000 over \$1M based on cost of project
	Demolition	\$100.00
	Certificate of Occupancy	\$25.00
Building Permit, Renewal		\$50 or 10% of permit fee, whichever is greater
Violation Fee		\$100 plus the building permit fee or double the normal permit fee, whichever is greater
Re-inspection		\$50.00
Temporary Certificate of Occupancy		\$50.00
Carlisle Enhancement Fund		1/4 of 1% of heated square feet cost
Police and General Government Facilities Enhancement Fund		3/4 of 1% of heated square feet cost



NO UPDATES

Code Enforcement And Licensing Fees

	Description	Fee
Licensing	Contractors	\$100.00 annually, prorated semi-annually
	Residential Rental Operating	\$50.00 per unit
	Transfer of Rental License	\$50.00 per license
	Peddler, Solicitor, and Transient Merchant	\$50.00 annually, prorated semi-annually
	Business	\$30.00 per location
Inspection	Re-Inspection / Follow Up Inspection	\$50.00
Small Cell Wireless Facility	Right-of-Way License	\$270 annually, per location



NO UPDATES

Utility Rate Excerpts: Electric Rules And Regulations

RES - Residential Service Schedule			
RATES	Year 1	Year 2	Year 3
	July 1, 2023-June 30, 2024	July 1, 2024-June 30, 2025	July 1, 2025-June 30, 2026
Monthly Facilities Charge:			
All Customers	\$21.25	\$21.50	\$21.75
Energy Charge:			
Block 1 (0 - 2,500 kWh)	\$0.10477	\$0.10603	\$0.10730
Block 2 (Excess)	\$0.11692	\$0.11832	\$0.11974

SGS - Small General Service Schedule			
RATES	Year 1	Year 2	Year 3
	July 1, 2023-June 30, 2024	July 1, 2024-June 30, 2025	July 1, 2025-June 30, 2026
Monthly Facilities Charge:			
All Customers	\$30.00	\$31.00	\$32.00
Energy Charge:			
All Energy	\$0.10918	\$0.11017	\$0.11127

MGS - Medium General Service Schedule			
RATES	Year 1	Year 2	Year 3
	July 1, 2023-June 30, 2024	July 1, 2024-June 30, 2025	July 1, 2025-June 30, 2026
Monthly Facilities Charge:			
All Customers	\$99.50	\$101.50	\$103.50
Energy Charge:			
All Energy	\$0.04770	\$0.04770	\$0.04770
Demand Charge:			
All Demand	\$16.20	\$16.60	\$17.00

LGS - Large General Service Schedule			
RATES	Year 1	Year 2	Year 3
	July 1, 2023-June 30, 2024	July 1, 2024-June 30, 2025	July 1, 2025-June 30, 2026
Monthly Facilities Charge:			
All Customers	\$200.00	\$205.00	\$210.00
Energy Charge:			
On Peak	\$0.05906	\$0.05906	\$0.05906
Off Peak	\$0.04906	\$0.04906	\$0.04906
Demand Charge:			
All Demand	\$17.00	\$17.75	\$18.50

GSP - General Service Primary Voltage			
RATES	Year 1	Year 2	Year 3
	July 1, 2023-June 30, 2024	July 1, 2024-June 30, 2025	July 1, 2025-June 30, 2026
Monthly Facilities Charge:			
All Customers	\$420.00	\$430.00	\$440.00



NO UPDATES

Energy Charge:			
On Peak	\$0.05997	\$0.05997	\$0.05997
Off Peak	\$0.04997	\$0.04997	\$0.04997
Demand Charge:			
All Demand	\$15.90	\$16.55	\$17.20

SCS - Special Contract Service - Primary Voltage			
RATES	Year 1	Year 2	Year 3
	July 1, 2023-June 30, 2024	July 1, 2024-June 30, 2025	July 1, 2025-June 30, 2026
Monthly Facilities Charge:			
All Customers	\$425.00	\$435.00	\$445.00
Energy Charge:			
On Peak	\$0.06170	\$0.06170	\$0.06170
Off Peak	\$0.05170	\$0.05170	\$0.05170
Demand Charge:			
All Demand	\$15.18	\$15.68	\$16.18

AGR - Agricultural Service			
RATES	Year 1	Year 2	Year 3
	July 1, 2023-June 30, 2024	July 1, 2024-June 30, 2025	July 1, 2025-June 30, 2026
Monthly Facilities Charge:			
All Customers	\$102.50	\$107.50	\$112.50
Energy Charge:			
All Energy	\$0.04577	\$0.04577	\$0.04577
Demand Charge:			
All Demand	\$16.05	\$16.30	\$16.55

PL - Private Area Lighting			
RATES	Year 1	Year 2	Year 3
	July 1, 2023-June 30, 2024	July 1, 2024-June 30, 2025	July 1, 2025-June 30, 2026
Monthly Facilities Charge:			
LED (100W)	\$8.05	\$8.05	\$8.05
LED (400W)	\$11.07	\$11.07	\$11.07
HPS (9500 Lumens)	\$8.05	\$8.05	\$8.05
HPS (16000 Lumens)	\$11.07	\$11.07	\$11.07
Mercury (22500 Lumens)	\$23.14	\$23.14	\$23.14
HPS (50000 Lumens)	\$24.76	\$24.76	\$24.76
Mercury (8600 Lumens)	\$11.57	\$11.57	\$11.57
250 Watt	\$12.61	\$12.61	\$12.61
MH (110000 Lumens)	\$54.34	\$54.34	\$54.34
MH (40000 Lumens)	\$24.76	\$24.76	\$24.76

Electric Fees

Description	Fee
Customer Connection Charges	
New Service / Account	\$50.00
Account Transfer (Admin Fee)	\$50.00
Re-Connection Charges	
During hours of operation for non-payment	\$50.00
Outside hours of operation for non-payment	\$100.00
Returned Check Fee	\$50.00
Late Payment Charge	1.5% per month on Balance Due
Deposit Charges	
Residential Renter	The greater of two-twelfths of the average annual estimated bill or minimum \$250.00 or \$0 with guarantee in writing by Property owner for 100% payment in the case of delinquency
Residential Property Owner*	\$0.00
Commercial**	The greater of two-twelfths of the average annual estimated bill or minimum \$500.00. (Interest Rate on Deposits To be determined by Finance Dept.)
Temporary Service Charges	
Single Phase Aerial or Underground Service	\$150.00
Single Phase Aerial w/ up to 2 spans of wire	\$350.00
Single Phase Aerial or Underground Transformer (incl. ground and Primary Connection)	\$600.00
Three Phase Aerial or Underground Transformer as available (incl. ground and Primary Connection)	\$1,500.00
Service Entrance and Drops	
Residential Aerial Service 150' and under	\$0.00
Residential Aerial Service over 150'	\$5.10 per foot
Residential Underground (200A single phase)	\$500 for 1st 150 ft & \$4.70 per foot in excess
Commercial Service	Customer shall install and maintain underground service from serving transformer
Primary Line Extensions	
Residential Service 150' and under***	\$0.00
Residential Aerial over 150'	\$7.50 per foot
Residential Underground over 150'	\$7.40 per foot
Commercial, Industrial, Multi-Unit Residential	Customer shall pay all cost of materials and labor
Residential Subdivision	Customer shall pay all cost of materials and labor
Meter Test Fees	
Meter Verification Fee	\$70.00
Meter Resealing Fee	\$30.00
Tampering and Theft	
Utility Tampering Fee	\$500.00
Theft of Services Penalty	\$25.00



NO UPDATES

Service Fees	
Facility Inaccessibility Fee	\$50 plus actual cost to City to mitigate
Service Call Fee - Metering	\$65 per Call
Service Call Fee - Electric Crew	\$175 per hour per call

* A residential property owner may be required to pay an advance usage fee if his or her account becomes

** Large Commercial Customers may provide for a surety bond in lieu of a deposit. (Sec 4.3)

*** Aerial or Underground - To be determined by the City and Existing Facilities

Electric Impact Fees

Description		Fee
Residential Single Phase (120/240V)		0.012 x Service Size (Amps) = ESU ESU x \$250 = Impact Fee
Commercial Three Phase (120/208V)		0.024 x Service Size (Amps) = ESU ESU x \$250 = Impact Fee
Commercial Three Phase (277/480V)		0.055 x Service Size (Amps) = ESU ESU x \$250 = Impact Fee
Industrial Three Phase (120/208V)		0.03 x Service Size (Amps) = ESU ESU x \$250 = Impact Fee
Industrial Three Phase (277/480V)		0.069 x Service Size (Amps) = ESU ESU x \$250 = Impact Fee
Sample Impact Fees base on typical service sizes:		
Description		Fee
Residential Single Phase (120/240V)	200 amp/ESU	\$600.00
	400 amp/ESU	\$1,200.00
Commercial Three Phase (120/208)	200 amp/ESU	\$1,200.00
	400 amp/ESU	\$2,400.00
	600 amp/ESU	\$3,600.00
	800 amp/ESU	\$4,800.00
Commercial Three Phase (277/480)	200 amp/ESU	\$2,750.00
	400 amp/ESU	\$5,500.00
	600 amp/ESU	\$8,250.00
	800 amp/ESU	\$11,000.00
Industrial Three Phase (120/208)	200 amp/ESU	\$1,500.00
	400 amp/ESU	\$3,000.00
	600 amp/ESU	\$4,500.00
	800 amp/ESU	\$6,000.00
	1000 amp/ESU	\$7,500.00
Industrial Three Phase (277/480)	200 amp/ESU	\$3,450.00
	400 amp/ESU	\$6,900.00
	600 amp/ESU	\$10,350.00
	800 amp/ESU	\$13,800.00
	1000 amp/ESU	\$17,250.00
	2000 amp/ESU	\$34,500.00
	3000 amp/ESU	\$51,750.00



NO UPDATES

Electric Department Billable Rates

Description	Fee Per Hour
Labor Rate	\$120.00
Pick-Up Truck	\$20.00
Service Truck	\$25.00
Bucket Truck	\$55.00
Digger Derrick	\$70.00
Trencher*	\$60.00
Dump Truck	\$27.00
Chipper*	\$45.00
Wire Puller	\$40.00



NO UPDATES

Engineering Division Billable Rates

Description	Fee Per Hour
Labor Rate-Engineer	\$100.00
Labor Rate-Engineer Tech*	\$71.00
Electric Associate Engineer	\$50.00



NO UPDATES

Parks & Recreation Fees

Location	Fee	
	4-Hour Rate (not prorated)	
	Individuals & Non-Profit (501c3) Renters	For Profit Renters
Parks and Pavilions MANDATORY DEPOSIT	\$50.00	\$100.00
Bicentennial Park & Pavilion (Adjacent to Mispillion Riverwalk & NE Front Street Parking Lot)	\$50.00	\$100.00
Memorial Park South (Adjacent to Mispillion Riverwalk behind Calvary United Methodist Church)	\$75.00	\$150.00
Add-on to Memorial Park Rental: Basketball Court	\$25.00	\$50.00
Marvel Square Park & Pavilion (Located behind the Milford Parks & Recreation Department at 207 Franklin Street)	\$75.00	\$150.00
Riverwalk Basketball Court (one) (Memorial Park South along the Riverwalk)	\$25.00	\$50.00
Banneker Basketball Court & Park (Banneker School Park off of NW Fourth and North Streets) (Two Courts & Adjacent Green Areas)	\$50.00	\$100.00
All other open park areas must be approved by the Milford Parks and Recreation Department and/or the City of Milford	\$50.00	\$100.00
Meeting Room Fee Civic-oriented in Function (non-profit/non-political/non-religious)	\$50.00	n/a

Planning & Development Fees

Description		Fee
Major Residential Subdivision / Land Development Plan (up to 25 lots)	Preliminary Plan Review	\$1,750.00 plus \$85.00 per unit/lot
	Final Construction and Record Plan Review	\$3,500.00 plus \$185.00 per unit/lot
Major Residential Subdivision / Land Development Plan (greater than 25 lots)	Preliminary Plan Review	\$3,000.00 plus \$30.00 per unit/lot
	Final Construction and Record Plan Review	\$6,500.00 plus \$85.00 per unit/lot
Minor Subdivision or Lot Line Adjustment (up to 5 lots)	Final Residential	\$300.00 plus \$50.00 per unit
	Final, Other than Residential	\$500.00 plus \$100.00 per unit
	Engineering Construction Review	Fees charged to the City of Milford by engineering consultant, plus 10%
Land Development Plan (up to 9,999 sf of GFA)	Preliminary Plan Review	\$2,000.00 plus \$75 per 1K SF of GFA
	Final Construction and Record Plan Review	\$3,000.00 plus \$50 per 1K SF of GFA
Land Development Plan (10,000 sf to 50,000 sf of GFA)	Preliminary Plan Review	\$2,500.00 plus \$30 per 1K SF of GFA
	Final Construction and Record Plan Review	\$4,000.00 plus \$50 per 1K SF of GFA
Land Development Plan (greater than 50,000 sf of GFA)	Preliminary Plan Review	\$3,500.00 plus \$10 per 1K SF of GFA
	Final Construction and Record Plan Review	\$5,000.00 plus \$40 per 1K SF of GFA
Conditional Use or Amendment to a Conditional Use		\$700.00
Zoning Map Amendment/Comprehensive Plan Amendment		\$1,000.00 plus \$100.00 per acre
Zoning Code Amendment Request		\$700.00
Annexation	Residential, less than 2 acres	\$700.00
	Residential, 2+ acres	\$1,000.00 plus \$100.00 per acre
	Other than Residential	\$2,500.00 plus \$500.00 per acre
Variance(s)	1-3 variances	\$300.00
	4-6 variances	\$400.00
	7+ variances	\$500.00
Board of Adjustment Hearing (no variance)		\$300.00
Subdivision Agreement		\$2,500.00
Zoning Verification Letter		\$20.00
Certificate of Use		\$75.00
Legal Interpretation of Subdivision or Zoning Code		Cost of legal services provided plus 10% administration fee
Street or Alley Closing		\$300.00
Application Resubmission or Rescheduling Fee		\$200.00



NO UPDATES

Planning & Development Fees

Professional Service Fees (including but not limited to Legal Fees, Engineering Review Fees)	Fees charged the City of Milford, plus 10%; Billed as encumbered.
Incomplete/Resubmission/Re-review Engineering Fee	\$1,000.00
Transfer of Development Rights (TDR) Credit	\$3,000 per dwelling unit
Engineering Construction Inspection	4% of Construction Costs for all infrastructure to be owned, operated, and maintained by the City of Milford.
<p>ENGINEERING REVIEW: At the time of filing an application for plan review, the applicant shall submit to the City the fees required to cover the engineering plan review in accordance with the adopted Fee Schedule listed in this Resolution. Incomplete submissions, plans that have changed significantly from a prior submission, or plan submissions that fail to adequately address mandated requirements may be charged an additional fee as determined by the City Manager in order to cover expenses associated with the additional cost for the engineering review.</p>	



NO UPDATES

Sewer Billing Fees

Description		Fee Per Month prior to 06/30/2021	Fee Per Month effective 07/01/2021	Fee Per Month effective 07/01/2022	Fee Per Month effective 07/01/2023	Fee Per Month effective 07/01/2024	Fee Per Month effective 07/01/2025
Usage Fee; In-City Users	0-1,000 gallons of metered water consumption	\$10.00	\$10.49	\$11.00	\$11.54	\$12.11	\$12.70
	Over 1,000 gallons of metered water consumption, per 1,000 gallons	\$2.78	\$2.92	\$3.06	\$3.21	\$3.37	\$3.53
	Kent County Sewer Treatment	As determined by Kent County					
Usage Fee; Out-of-City Users	0-1,000 gallons of metered water consumption	\$15.00	\$15.74	\$16.51	\$17.31	\$18.16	\$19.05
	Over 1,000 gallons of metered water consumption, per 1,000 gallons	\$4.17	\$4.37	\$4.59	\$4.81	\$5.05	\$5.30
	Kent County Sewer Treatment	As determined by Kent County					
Late Utility Payment		1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
Penalties & Fines		Not less than \$100 nor more than \$1,000 plus cost of prosecution					



NO UPDATES

Sewer Permitting Fees

Description	Fee	
Sewer Utility Permit	\$10.00	
Sewer Tap/Connection	Actual City cost	
Sewer Inspection	\$35 per inspection	
Sewer Re-inspection	\$50.00 per inspection	
Impact Fee, Kent County	As determined by Kent County, per EDU	
Impact Fee, City	\$1,561 per EDU	Effective July 1, 2019
	\$1,623 per EDU	Effective July 1, 2020
	\$1,688 per EDU	Effective July 1, 2021
	\$1,756 per EDU	Effective July 1, 2022
	\$1,826 per EDU	Effective July 1, 2023
	\$1,899 per EDU	Effective July 1, 2024
	\$1,975 per EDU	Effective July 1, 2025
	\$2,054 per EDU	Effective July 1, 2026
	\$2,136 per EDU	Effective July 1, 2027
Aid-in-Construction Fee Route 30 Pump Station	\$1,598 per EDU	Effective July 1, 2020
	\$1,662 per EDU	Effective July 1, 2021
	\$1,729 per EDU	Effective July 1, 2022
	\$1,798 per EDU	Effective July 1, 2023
	\$1,870 per EDU	Effective July 1, 2024
	\$1,944 per EDU	Effective July 1, 2025
	\$2,022 per EDU	Effective July 1, 2026
	\$2,103 per EDU	Effective July 1, 2027
Aid-in-Construction Fee Shawnee Acres Pump Station	\$771 per EDU	Effective January 1, 2022
	\$802 per EDU	Effective July 1, 2022
	\$834 per EDU	Effective July 1, 2023
	\$868 per EDU	Effective July 1, 2024
	\$902 per EDU	Effective July 1, 2025
	\$939 per EDU	Effective July 1, 2026
	\$976 per EDU	Effective July 1, 2027
Aid-in-Construction Fee Windward on the River Pump Station	\$3,841 per EDU	Effective January 1, 2024
	\$3,995 per EDU	Effective July 1, 2024
	\$4,155 per EDU	Effective July 1, 2025
	\$4,321 per EDU	Effective July 1, 2026
	\$4,493 per EDU	Effective July 1, 2027



Solid Waste Fees

Description		Fee-per-Month prior to 6/30/2020	Fee-Per-Month effective 7/1/2020	Fee-Per-Month effective 7/1/2021	Fee-Per-Month effective 7/1/2022	Fee-Per-Month effective 7/1/2023	Fee-Per-Month effective 7/1/2024					
Description		Monthly Fee prior to 6/30/2020	Monthly Fee, Effective					Monthly Fee, Effective				
			FY21 7/1/2020	FY22 7/1/2021	FY23 7/1/2022	FY24 7/1/2023	FY25 7/1/2024	FY26 7/1/2025	FY27 7/1/2026	FY28 7/1/2027	FY29 7/1/2028	FY30 7/1/2029
Trash, Recycle, Yard Waste Collection	Residential, per Unit	\$26.00	\$27.05	\$28.15	\$29.30	\$31.50	\$32.75	\$34.00	\$35.35	\$36.75	\$38.25	\$39.85
	Non-Residential, per Unit	26.00	27.05	28.15	29.30	31.50	32.75	34.00	35.35	36.75	38.25	39.85
	Multi-Unit Rental Complex, 95-Gal, Weekly Collection, per Unit	25.00	27.05	28.15	29.30	31.50	32.75	34.00	35.35	36.75	38.25	39.85
	Multi-Unit Rental Complex, 3 CY, Weekly Collection, per Unit	150.00	175.00	200.00	200.00	200.00	200.00	208.00	216.00	225.00	234.00	243.00
	Multi-Unit Rental Complex, 3 CY, Twice- Weekly Collection, per Unit	300.00	320.65	370.65	370.65	370.65	370.65	386.00	400.00	415.00	435.00	450.00
Bulk/Brush Collection	First & Second Request in 12 Months	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Third & After Each Additional Request in 12 Months	50.00	50.00	50.00	50.00	50.00	50.00	52.00	54.00	56.50	58.50	61.00
Additional Container	Trash, each	5.00	5.25	5.50	5.75	7.00	7.25	7.50	7.75	8.00	8.25	8.50
	Recycle, each	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Yard Waste, each	3.00	3.50	3.75	4.00	4.25	4.50	4.75	5.00	5.25	5.50	5.75



NO UPDATES

Solid Waste Fees

Description		Fee
Deposit, Rental Unit		\$ 100.00
At-Door Collection	Commercial, per month	\$ 10.00
	Special Assistance, per month	\$ 0.00
Missed Collection	First Request	\$ 0.00
	After First Request through 12 Months, per collection	\$ 25.00
Special Collection Request, per Collection		\$ 25.00
Container Left Curbside After Collection Day, per day		\$ 5.00
Temporary Suspension of Collection	Container Removal	\$ 35.00
	Container Return	\$ 35.00
	Account Reconciliation	\$ 100.00



NO UPDATES

Solid Waste Permitting Fees

Description		Fee
Private Hauler	License	\$150.00 per year
	Vehicle Registration	\$250.00 per truck, per year



NO UPDATES

Streets And Utilities Billable Rates

Description	Fee Per Hour
Labor Rate	\$85.00
Pick-Up Truck	\$20.00
Service Truck	\$25.00
Backhoe	\$50.00
Excavator	\$40.00
Jetter/Vac	\$100.00
Loader	\$65.00
Jetter/Vac Trailer*	\$45.00
Sweeper Truck	\$75.00
Dump Truck	\$55.00
Chipper*	\$45.00

Water Billing Fees									
Description		Fee Per Month prior to 6/30/2021	Fee Per Month effective 07/01/2021	Fee Per Month effective 07/01/2022	Fee Per Month effective 07/01/2023	Fee Per Month effective 04/30/2024	Fee Per Month effective 07/01/2024	Fee Per Month effective 07/01/2025	
Usage Fee; Residential; In-City Users	Up to 1,000 gallons of metered water	\$3.25	\$3.38	\$3.52	\$3.66	\$3.66	\$3.80	\$3.95	
	1,001-4,000 gallons of metered water consumption, per 1,000 gallons	\$3.25	\$3.38	\$3.52	\$3.66	\$3.66	\$3.80	\$3.95	
	4,001-8,000 gallons of metered water consumption, per 1,000 gallons	\$3.50	\$3.64	\$3.79	\$3.94	\$3.94	\$4.09	\$4.26	
	Over 8,000 gallons of metered water consumption, per 1,000 gallons	\$4.00	\$4.16	\$4.33	\$4.50	\$4.50	\$4.68	\$4.87	
Usage Fee; Residential Out-of-City Users	Up to 1,000 gallons of metered water	\$4.88	\$5.08	\$5.28	\$5.49	\$5.49	\$5.71	\$5.94	
	1,001-4,000 gallons of metered water consumption, per 1,000 gallons	\$4.88	\$5.08	\$5.28	\$5.49	\$5.49	\$5.71	\$5.94	
	4,001-8,000 gallons of metered water consumption, per 1,000 gallons	\$5.25	\$5.46	\$5.68	\$5.91	\$5.91	\$6.14	\$6.39	
	Over 8,000 gallons of metered water consumption, per 1,000 gallons	\$6.00	\$6.24	\$6.49	\$6.75	\$6.75	\$7.02	\$7.30	
Usage Fee; Commercial Inside City	≤1" meter	Up to 4,000 gallons	\$32.50	\$33.80	\$35.15	\$36.56	\$19.04	\$19.78	\$20.58
		4,001-31M gallons, per 1,000 gallons	\$2.60	\$2.70	\$2.81	\$2.92	\$2.92	\$3.04	\$3.16
		Over 31M gallons, per 1,000 gallons	\$3.25	\$3.38	\$3.52	\$3.66	\$3.66	\$3.80	\$3.95
	1.25" meter	Up to 15,000 gallons	\$48.75	\$50.70	\$52.73	\$54.84	\$54.84	\$57.03	\$59.31
		15,001-31M gallons, per 1,000 gallons	\$2.60	\$2.70	\$2.81	\$2.92	\$2.92	\$3.04	\$3.16
		Over 31M gallons, per 1,000 gallons	\$3.25	\$3.38	\$3.52	\$3.66	\$3.66	\$3.80	\$3.95



NO UPDATES

Water Billing Fees									
Usage Fee; Commercial Inside City	1.5" meter	Up to 25,000 gallons	\$81.25	\$84.50	\$87.88	\$91.40	\$91.40	\$95.05	\$98.85
		25,001-31M gallons, per 1,000 gallons	\$2.60	\$2.70	\$2.81	\$2.92	\$2.92	\$3.04	\$3.16
		Over 31M gallons, per 1,000 gallons	\$3.25	\$3.38	\$3.52	\$3.66	\$3.66	\$3.80	\$3.95
	2" meter	Up to 50,000 gallons	\$162.50	\$169.00	\$175.76	\$182.79	\$182.79	\$190.10	\$197.71
		50,001-31M gallons, per 1,000 gallons	\$2.60	\$2.70	\$2.81	\$2.92	\$2.92	\$3.04	\$3.16
		Over 31M gallons, per 1,000 gallons	\$3.25	\$3.38	\$3.52	\$3.66	\$3.66	\$3.80	\$3.95
	3" meter	Up to 125,000 gallons	\$406.25	\$422.50	\$439.40	\$456.98	\$456.98	\$475.26	\$494.27
		125,001-31M gallons, per 1,000 gallons	\$2.60	\$2.70	\$2.81	\$2.92	\$2.92	\$3.04	\$3.16
		Over 31M gallons, per 1,000 gallons	\$3.25	\$3.38	\$3.52	\$3.66	\$3.66	\$3.80	\$3.95
	4" meter	Up to 300,000 gallons	\$975.00	\$1,014.00	\$1,054.56	\$1,096.74	\$1,096.74	\$1,140.61	\$1,186.24
		300,001-31M gallons, per 1,000 gallons	\$2.60	\$2.70	\$2.81	\$2.92	\$2.92	\$3.04	\$3.16
		Over 31M gallons, per 1,000 gallons	\$3.25	\$3.38	\$3.52	\$3.66	\$3.66	\$3.80	\$3.95
	6" meter	Up to 800,000 gallons	\$2,600.00	\$2,704.00	\$2,812.16	\$2,924.65	\$2,924.65	\$3,041.63	\$3,163.30
		800,001-31M gallons, per 1,000 gallons	\$2.60	\$2.70	\$2.81	\$2.92	\$2.92	\$3.04	\$3.16
		Over 31M gallons, per 1,000 gallons	\$3.25	\$3.38	\$3.52	\$3.66	\$3.66	\$3.80	\$3.95
8" meter	Up to 1.2M gallons	\$3,900.00	\$4,056.00	\$4,218.24	\$4,386.97	\$4,386.97	\$4,562.45	\$4,744.95	

Water Billing Fees									
Usage Fee; Commercial Inside City (con't)	8" meter (con't)	1.21M-31M gallons, per 1,000 gallons	\$2.60	\$2.70	\$2.81	\$2.92	\$2.92	\$3.04	\$3.16
		Over 31M gallons, per 1,000 gallons	\$3.25	\$3.38	\$3.52	\$3.66	\$3.66	\$3.80	\$3.95
	10" meter	Up to 1.6M gallons	\$5,200.00	\$5,408.00	\$5,624.32	\$5,849.29	\$5,849.29	\$6,083.26	\$6,326.60
		1.61M-31M gallons	\$2.60	\$2.70	\$2.81	\$2.92	\$2.92	\$3.04	\$3.16
		Over 31M gallons, per 1,000 gallons	\$3.25	\$3.38	\$3.52	\$3.66	\$3.66	\$3.80	\$3.95
	12" meter	Up to 2M gallons	\$6,500.00	\$6,760.00	\$7,030.40	\$7,311.62	\$7,311.62	\$7,604.08	\$7,908.24
		2.1M-31M gallons, per 1,000 gallons	\$2.60	\$2.70	\$2.81	\$2.92	\$2.92	\$3.04	\$3.16
		Over 31M gallons, per 1,000 gallons	\$3.25	\$3.38	\$3.52	\$3.66	\$3.66	\$3.80	\$3.95
	Usage Fee; Commercial Outside City	≤1" meter	Up to 4,000 gallons	\$48.75	\$50.66	\$52.64	\$54.70	\$28.36	\$29.42
4,001-31M gallons, per 1,000 gallons			\$3.90	\$4.06	\$4.22	\$4.39	\$4.39	\$4.57	\$4.75
Over 31M gallons, per 1,000 gallons			\$4.88	\$5.08	\$5.28	\$5.49	\$5.49	\$5.71	\$5.94
1.25" meter		Up to 15,000 gallons	\$73.13	\$75.99	\$78.96	\$82.04	\$82.04	\$85.24	\$88.57
		15,001-31M gallons, per 1,000 gallons	\$3.90	\$4.06	\$4.22	\$4.39	\$4.39	\$4.57	\$4.75
		Over 31M gallons, per 1,000 gallons	\$4.88	\$5.08	\$5.28	\$5.49	\$5.49	\$5.71	\$5.94
1.5" meter		Up to 25,000 gallons	\$121.88	\$126.64	\$131.58	\$136.72	\$136.72	\$142.06	\$147.61
		25,001-31M gallons, per 1,000 gallons	\$3.90	\$4.06	\$4.22	\$4.39	\$4.39	\$4.57	\$4.75

Water Billing Fees									
Usage Fee; Commerical Outside City (con't)		Over 31M gallons, per 1,000 gallons	\$4.88	\$5.08	\$5.28	\$5.49	\$5.49	\$5.71	\$5.94
	2" meter	Up to 50,000 gallons	\$243.75	\$253.26	\$263.14	\$273.41	\$273.41	\$284.08	\$295.16
		50,001-31M gallons, per 1,000 gallons	\$3.90	\$4.06	\$4.22	\$4.39	\$4.39	\$4.57	\$4.75
		Over 31M gallons, per 1,000 gallons	\$4.88	\$5.08	\$5.28	\$5.49	\$5.49	\$5.71	\$5.94
	3" meter	Up to 125,000 gallons	\$609.38	\$633.15	\$657.85	\$683.51	\$683.51	\$710.17	\$737.87
		125,001-31M gallons, per 1,000 gallons	\$3.90	\$4.06	\$4.22	\$4.39	\$4.39	\$4.57	\$4.75
		Over 31M gallons, per 1,000 gallons	\$4.88	\$5.08	\$5.28	\$5.49	\$5.49	\$5.71	\$5.94
	4" meter	Up to 300,000 gallons	\$1,462.50	\$1,519.54	\$1,578.81	\$1,640.39	\$1,640.39	\$1,704.37	\$1,770.85
		300,001-31M gallons, per 1,000 gallons	\$3.90	\$4.06	\$4.22	\$4.39	\$4.39	\$4.57	\$4.75
		Over 31M gallons, per 1,000 gallons	\$4.88	\$5.08	\$5.28	\$5.49	\$5.49	\$5.71	\$5.94
	6" meter	Up to 800,000 gallons	\$3,900.00	\$4,052.10	\$4,210.14	\$4,374.34	\$4,374.34	\$4,544.94	\$4,722.20
		800,001-31M gallons, per 1,000 gallons	\$3.90	\$4.06	\$4.22	\$4.39	\$4.39	\$4.57	\$4.75
		Over 31M gallons, per 1,000 gallons	\$4.88	\$5.08	\$5.28	\$5.49	\$5.49	\$5.71	\$5.94
	8" meter	Up to 1.2M gallons	\$5,850.00	\$6,078.15	\$6,315.20	\$6,561.50	\$6,561.50	\$6,817.40	\$7,083.28
		1.21M-31M gallons, per 1,000 gallons	\$3.90	\$4.06	\$4.22	\$4.39	\$4.39	\$4.57	\$4.75
		Over 31M gallons, per 1,000 gallons	\$4.88	\$5.08	\$5.28	\$5.49	\$5.49	\$5.71	\$5.94

Water Billing Fees									
Usage Fee Commerical Outside City (con't)	10" meter	Up to 1.6M gallons	\$7,800.00	\$8,104.20	\$8,420.27	\$8,748.67	\$8,748.67	\$9,089.87	\$9,444.38
		1.61M-31M gallons	\$3.90	\$4.06	\$4.22	\$4.39	\$4.39	\$4.57	\$4.75
		Over 31M gallons, per 1,000 gallons	\$4.88	\$5.08	\$5.28	\$5.49	\$5.49	\$5.71	\$5.94
	12" meter	Up to 2M gallons	\$9,750.00	\$10,130.25	\$10,525.33	\$10,935.82	\$10,935.82	\$11,362.32	\$11,805.46
		2.1M-31M gallons, per 1,000 gallons	\$3.90	\$4.06	\$4.22	\$4.39	\$4.39	\$4.57	\$4.75
		Over 31M gallons, per 1,000 gallons	\$4.88	\$5.08	\$5.28	\$5.49	\$5.49	\$5.71	\$5.94
Description		Fee							
Late Utility Payment		1.50% per month							
Temporary Water Usage, Flat Fee per day		\$50.00 per day							
Fire Line/Hydrant, Private Availability, Inside/Outside		\$15.00 per month							
Water Tampering		\$250.00 per occurrence							
Water Account Set Up		\$50.00 each							
Water Service Re-connection		\$50.00 per occurrence							
Service Call; during normal business hours		\$50.00 per occurrence							
Service Call; after normal business hours		\$100.00 per occurrence							
Water Meter Testing		\$100.00 per occurrence							
Penalties & Fines		Not less than \$50 nor more than \$1,000 plus cost of prosecution							



NO UPDATES

Water Permitting Fees		
Description		Fee
Water Tap/Connection Permit		\$10.00
Water Tap/Connection		Actual City cost
Water Line Installation		Actual City cost plus 10%
Water Line Inspection		\$35.00
Water Line Re-Inspection		\$50.00
Water Meter	Residential, 1"	\$200.00
	Commercial, 1"	\$350.00
	Over 1"	Calculated on individual basis
Water Meter Installation		\$35.00
Fire Line	2" line size	\$2,500
	4" line size	\$3,000
	6" line size	\$3,500
	8" line size	\$4,000
	10" line size	\$6,000
Impact Fee, Irrigation		Equal to City Impact Fee determined by Date
Impact Fee, City	\$3,072 per EDU	Effective July 1, 2020
	\$3,195 per EDU	Effective July 1, 2021
	\$3,323 per EDU	Effective July 1, 2022
	\$3,456 per EDU	Effective July 1, 2023
	\$3,594 per EDU	Effective July 1, 2024
	\$3,738 per EDU	Effective July 1, 2025
	\$3,887 per EDU	Effective July 1, 2026
	\$4,043 per EDU	Effective July 1, 2027

Welcome to Elevated CDC

Elevated CDC is a workforce and community development nonprofit organization.

We are committed to empowering individuals and families in our community.

 by Lillian Harrison



About Elevated CDC



Community-Focused

Elevated CDC is a dedicated team of professionals committed to improving the lives of individuals and communities. Our staff brings diverse backgrounds and expertise to the organization.



Neighborhood Presence

Elevated CDC has a strong presence in the community. Our office is a hub for resources and support.

Our Mission and Vision



Mission

Elevate communities by providing opportunities for individuals to thrive, fostering economic self-sufficiency and creating a vibrant, equitable society.



Vision

To be a leading advocate for social change, creating a brighter future for all, where everyone has access to opportunities and resources to achieve their full potential.

Organizational Structure

Elevated CDC is structured around a team-oriented approach, encouraging collaboration and communication across all departments.

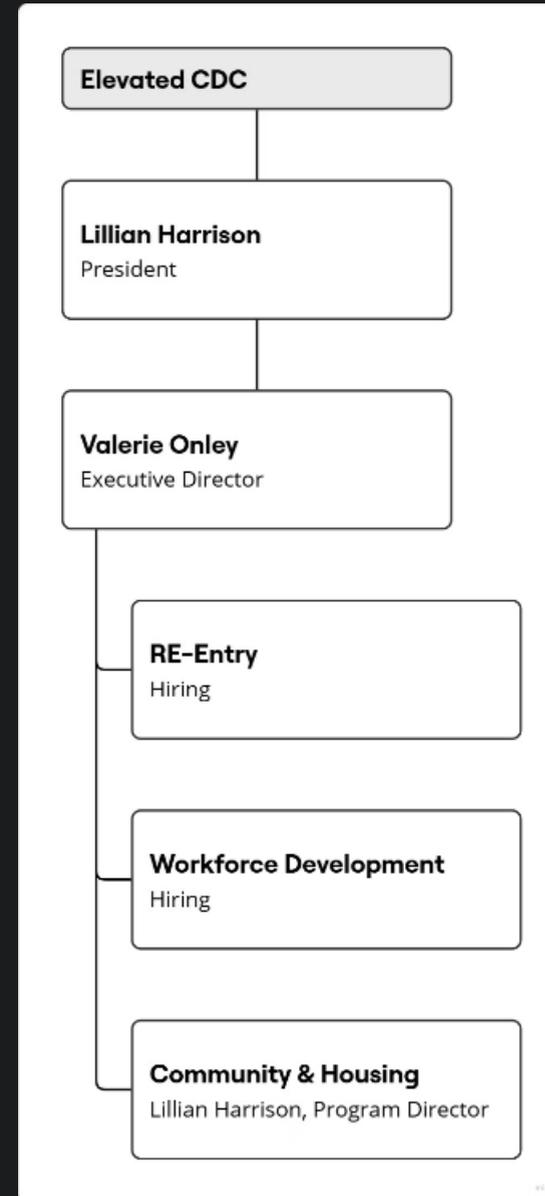
Each program area is led by a dedicated program manager with strong experience and a commitment to the mission of Elevated CDC.



Organizational Chart

Elevated CDC's organizational chart provides a clear visual representation of our organizational structure, outlining the roles and responsibilities of each department and staff member.

This visual hierarchy helps employees understand reporting lines, communication pathways, and areas of expertise within the organization.

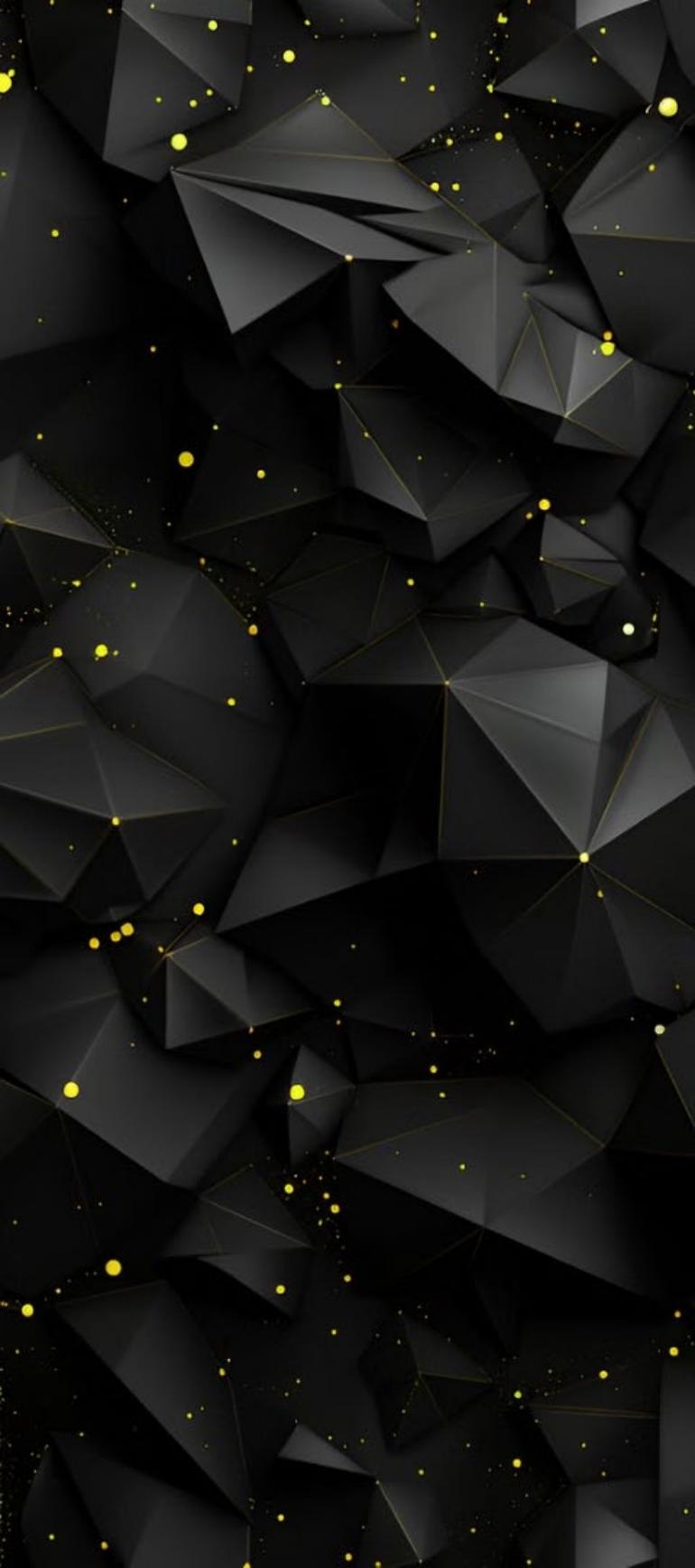


Policy and Procedures

Elevated CDC's policies and procedures are designed to ensure efficiency, accountability, and compliance with all applicable laws and regulations. These policies and procedures are in place to guide our work and ensure consistency across all program areas. They also help us maintain a safe and respectful work environment for all staff and clients.

Key policies and procedures cover areas such as confidentiality, conflict of interest, data management, and financial reporting. New staff are required to review and acknowledge their understanding of all relevant policies and procedures.





Workforce Development

Skills Training

We offer tailored training programs to help individuals gain the skills they need to find good-paying jobs. Programs include job readiness workshops, soft skills development, and technical certifications.

Job Placement

We connect individuals with employers through job fairs, networking events, and personalized job placement services. Our staff provides one-on-one support throughout the job search process.

Career Advancement

We provide resources and support for individuals seeking to advance in their careers. This includes resume writing, interview preparation, and career counseling.

Industry Partnerships

We work closely with local businesses and industries to understand their workforce needs and develop training programs that meet those needs.

Re-Entry Program

Supporting Individuals Returning to the Community

The program provides comprehensive support to individuals transitioning back into society after incarceration.

This includes access to employment resources, housing assistance, mental health services, and legal aid.

Helping Individuals Thrive

Our goal is to help individuals reintegrate into the community and lead productive lives.

We believe that everyone deserves a second chance and that successful re-entry is possible with the right support.





Community Development

1. Neighborhood Revitalization

Elevated CDC invests in community development projects to improve neighborhoods, address blighted areas, and create a stronger sense of place.

3. Capacity Building

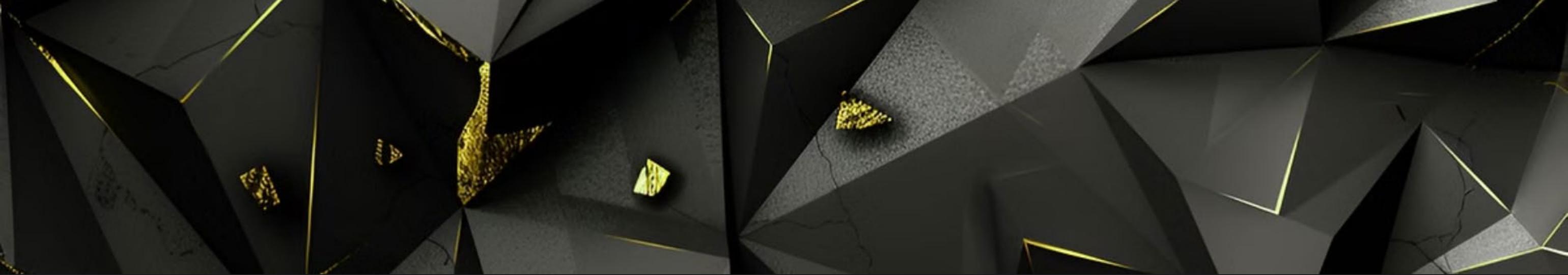
We support community organizations by providing resources, training, and technical assistance to strengthen their leadership and effectiveness.

2. Community Engagement

We foster community engagement and empowerment through events, partnerships, and public forums to address local needs and concerns.

4. Advocacy and Policy

Elevated CDC advocates for policies and programs that promote economic opportunity, housing affordability, and equitable development.



Housing Development

Affordable Housing

Elevated CDC develops and manages affordable housing options for low- and moderate-income individuals and families in the community. We strive to provide safe and stable housing that meets the needs of our residents.

Homeownership Programs

We offer a variety of homeownership programs, including financial counseling, and homebuyer education workshops. These programs are designed to help individuals achieve the dream of homeownership.

Community Engagement

We work closely with residents and community partners to ensure that our housing developments are responsive to the needs of the community. We believe that housing is more than just a place to live - it is a foundation for success.



Partnerships and Collaborations

Government Agencies

Elevated CDC collaborates with local, state, and federal agencies to access resources and funding for its programs.

Private Sector

We partner with businesses and corporations to provide job training, mentorship, and internship opportunities for program participants.

Community Organizations

Elevated CDC works closely with other nonprofits and community-based organizations to address shared goals and leverage resources.

Educational Institutions

We collaborate with schools, colleges, and universities to provide career guidance, job placement services, and educational opportunities.



Impact and Outcomes

Elevated CDC's programs demonstrably improve the lives of individuals and families. Our commitment to data-driven evaluation ensures we measure and report on our impact.

100

Jobs

Created or retained through our workforce development programs.

200

Individuals

Served through our re-entry and community development initiatives.

\$ 1M

Housing

Investments in affordable housing projects.

96%

Success Rate

Of participants who complete our programs and achieve their goals.

Success Stories



Empowerment

Individuals gain the skills and confidence to pursue their career goals.



Stable Housing

Families secure affordable and safe housing.



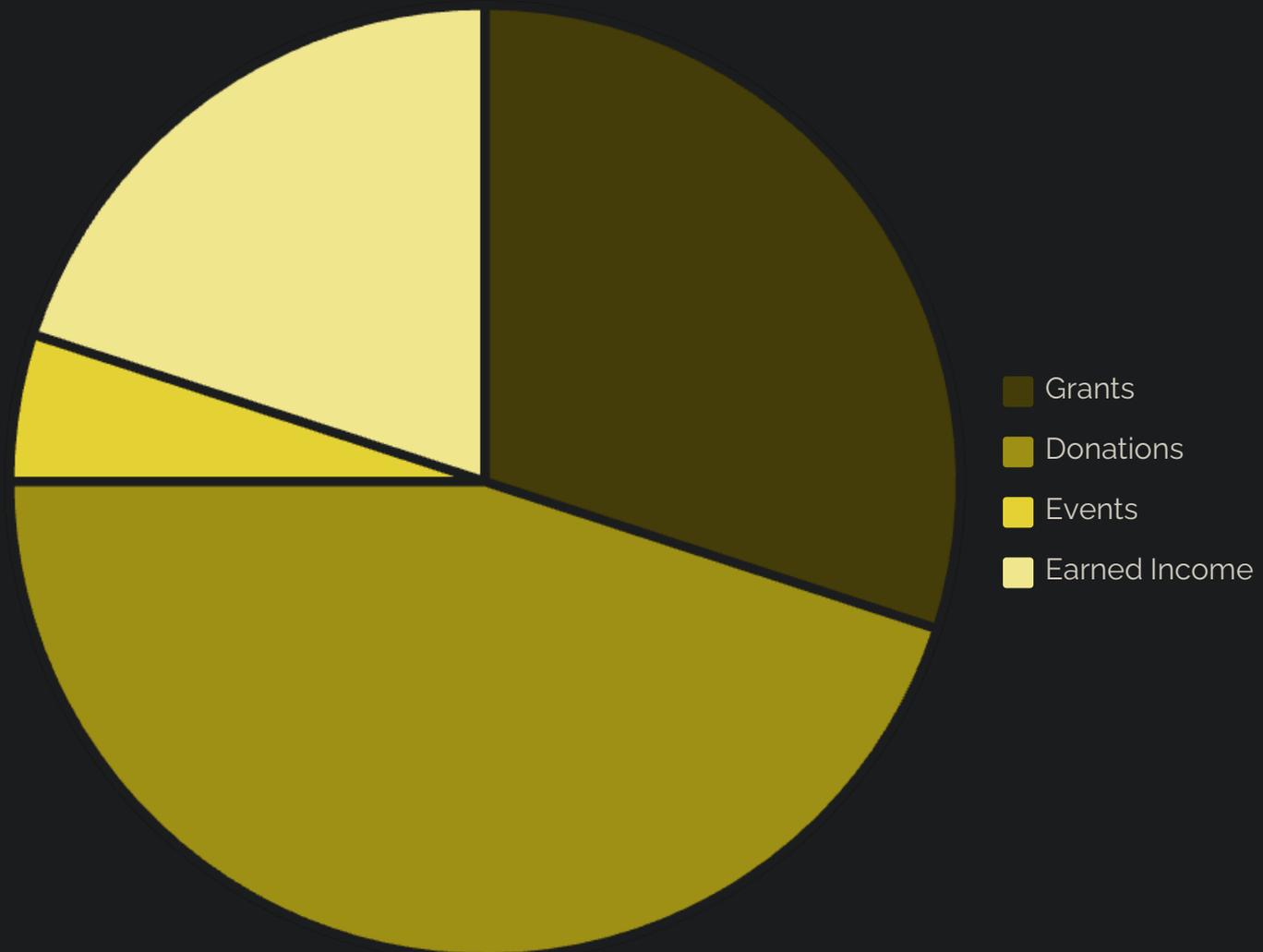
Community Impact

Elevating neighborhoods through investment and development.

Funding and Resources

Elevated CDC relies on a variety of funding sources to support our programs and initiatives. For the first 5 years Elevated was self funded by the founder. Today, we are shifting our funding strategy to enable us to grow.

These sources include grants from foundations, government agencies, and corporate sponsors, as well as individual donations, fundraising events, and earned income.



Professional Development Opportunities



Professional Development

Elevated CDC offers professional development opportunities to foster skills, knowledge, and leadership abilities for our team and community partners.



Training Programs

We provide specialized training programs in areas relevant to our mission, such as grant writing, data analysis, and community organizing.



Mentorship and Coaching

We offer mentorship and coaching opportunities to support career growth, skill development, and personal reflection.



Continuing Education

We encourage and support staff in pursuing professional development opportunities, such as workshops, conferences, and certifications.

Volunteer Engagement

Volunteer Opportunities

Elevated CDC welcomes volunteers to assist with various tasks, including program support, administrative tasks, event planning, and community outreach.

Volunteers can make a meaningful impact by contributing their skills and time to support our mission.

Volunteer Benefits

Volunteering with Elevated CDC offers a chance to make a difference in the community, build new skills, and network with others who are passionate about social change.

Volunteers gain valuable experience, enhance their resumes, and contribute to a positive impact.

Diversity, Equity, and Inclusion



Celebrating Our Diversity

We are proud of our diverse workforce and community, welcoming everyone with open arms.



Promoting Equity

We strive for fair treatment and access to opportunities for all.



Ensuring Inclusivity

We create an inclusive environment where everyone feels respected and valued.



Communication and Feedback

Open communication is key to success at Elevated CDC. We encourage you to share your ideas, concerns, and feedback. You can speak to your supervisor, attend team meetings, or submit suggestions through the online feedback form.

Regular performance reviews provide opportunities for feedback and development. This helps you grow in your role and contribute to the organization's mission.



Technology and Tools

1 Client Management System

We use a centralized system (Google Workspace) for managing client information, tracking progress, and scheduling appointments.

2 Learning Management System

This platform will provide access to online training modules, resources, and certifications for staff.

3 Data Analytics Tools

We utilize software to gather, analyze, and interpret program data to measure impact and inform decision-making.

4 Communication Platforms

We rely on email, instant messaging, and video conferencing for effective communication and collaboration.



Health and Wellness

Employee Wellness Program

Elevating staff well-being with resources and initiatives that promote physical, mental, and emotional health.

Healthy Lifestyle Choices

Encouraging healthy habits like exercise, balanced nutrition, and stress management techniques.

Mental Health Support

Providing access to mental health resources, including counseling and support groups.

Ergonomics and Safety

Promoting a safe and comfortable work environment with ergonomic assessments and workplace safety training.

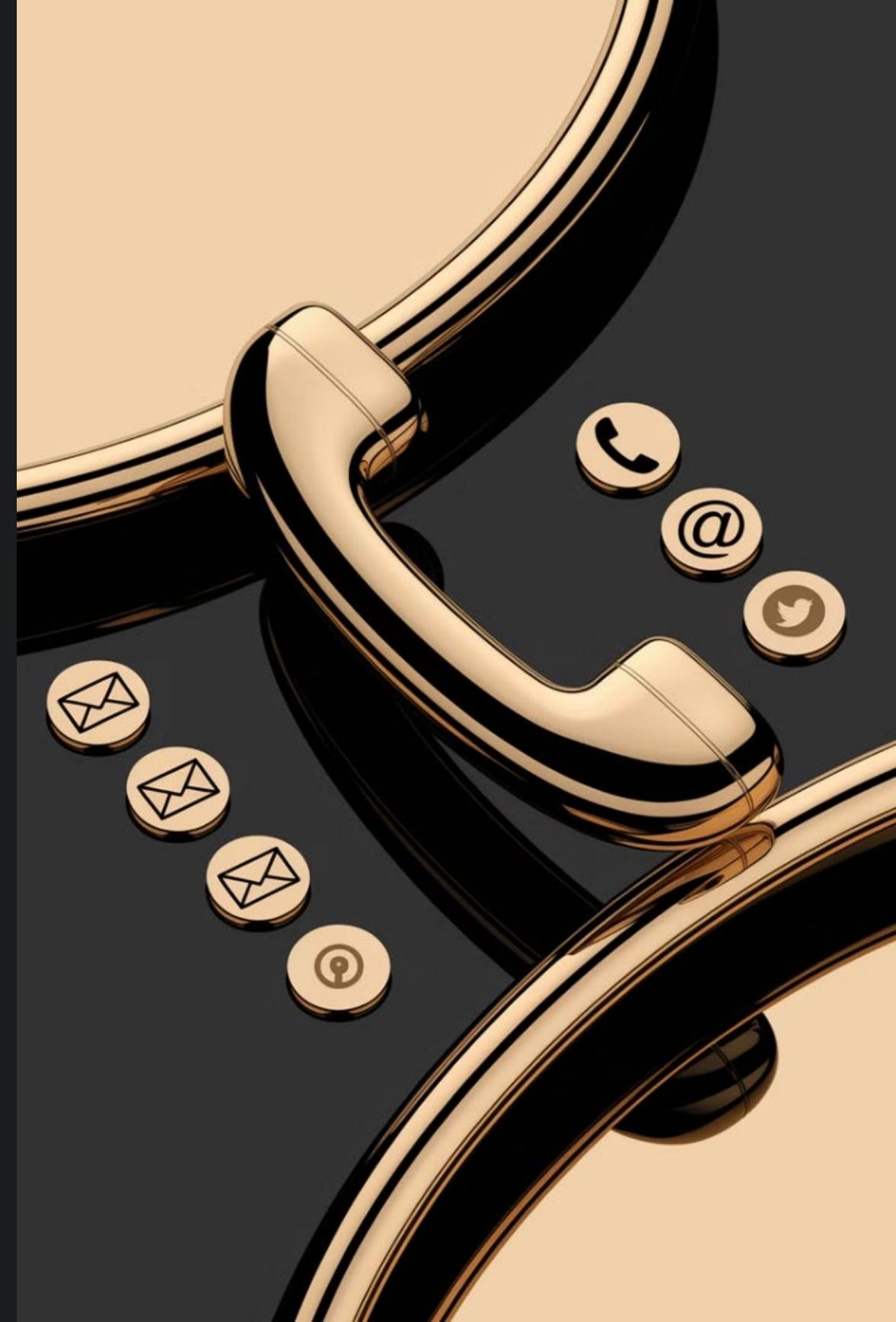
Contact Us

We'd love to hear from you. Get in touch with us via phone, email, or social media.

Office: 302-612-3840

Email: VOnley@Elevated-cdc.org

Email: LHarrison@Elevated-cdc.org





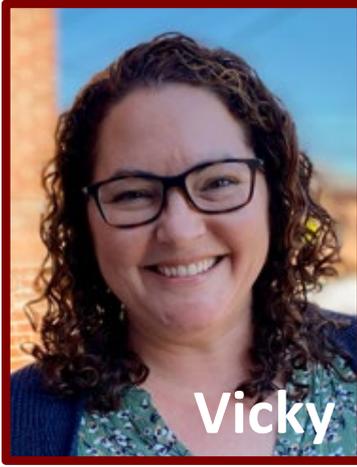
Customer Service

Operations Overview and Update: February 2025

Billing Operations



Julie



Vicky



Carol



Zuly



Nikki

Cash Operations



Joan



Alexis

2024

Payments Processed

Method	2024 Count	2024 Amt (\$ million)	2023 Count	2023 Amt (\$ million)	2022 Count	2022 Amt (\$ million)	2021 Count	2021 Amt (\$ million)
Cash	6,820	\$1.5	6,588	\$1.4	7,674	\$1.5	7,642	\$1.5
Check	32,129	\$24.7	28,960	\$24.7	34,959	\$23.1	37,649	\$24.7
Credit Card	5,821	\$1.4	5,739	\$1.2	8,103	\$1.6	5,948	\$1.1
Phone Credit Card	3,622	\$0.9	2,132	\$0.4				
Online Credit Card	29,241	\$6.3	25,298	\$5.3	35,510	\$6.1	29,332	\$5.6
Online eCheck	10,969	\$4.2	6,800	\$2.2	8,456	\$2.2	7,668	\$1.6
Bank EFT	560	\$12.2	351	\$11.6	440	\$14.1	419	\$13.7
Auto Pay	24,421	\$5.4	23,699	\$4.6	22,578	\$4.1	18,070	\$3.1

Quantitative Data: What keeps us busy all day!

	2024	2023	2022	2021	2020
Electric Accts	8,715	8,295	8,200	7,992	7,476
Water/Sewer Accts	5,776	5,271	5,186	5,117	4,786
Trash Accts	4,558	4,399	4,364	4,277	3,960
Solar Accts	217	212	197	172	154
Tax Parcels	7,664	7,228	7,225	7,065	6,514
Settlements	390	297	260	600	350
Elec Meter Add/Exchange	569	240	320	420	347
Water Meter Add/Exchange	994	812	765	681	622
Leak Work Orders	802	676	887	400	350
Initial Read Work Orders (new accounts)	1,749	1,584	2,023	2,564	2,218
Delinquent notices mailed	15,473	13,750	17,395		
Payment Plans	2,377	2,072	2,366	1,612	1,599
Rave Calls (Began Aug 2024)	2,008	-	-	-	-
Disconnected for Nonpay	1,167	881	1,071	763	505

Cycling & Workload Management

April 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30	31	1	2	3	4	5
6	7 Read Cycle 1 Cycle 1 Due Date	8	9 Mail Past Due Letters Cycle 1	10 Disconnections for Cycle 4 Due March 31	11	12
13	14 Read Cycle 2 Cycle 2 Due Date	15	16 Mail Past Due Letters Cycle 2	17 Disconnections for Cycle 1 Due April 7	18	19
20	21 Read Cycle 3 Cycle 3 Due Date	22	23 Mail Past Due Letters Cycle 3	24 Disconnections for Cycle 2 Due April 14	25	26
27	28 Read Cycle 4 Cycle 4 Due Date	29	30 Mail Past Due Letters Cycle 4	1 Disconnections for Cycle 3 Due April 21	2	3



THE MILFORD TRUST COMPANY

CITY OF MILFORD

Alignment with City of Milford Strategy

Commitment to Excellence

Tackle objectives quickly and positively, going above and beyond basic requirements, to create a service-oriented culture through teamwork and collaboration.



WHY WE
DO IT

Open and Honest Communication

Effectively and clearly communicate ideas, information, and expectations between team members and to our community in a responsible, transparent manner.

- Professional relationships with meter techs, code enforcement, permit techs and admin staff
- Diverse customer service staff
 - Two bilingual clerks
 - Teamwork atmosphere

Building Staff in the City's Vision

Respect for Diversity and Equity

Foster and support a culture that values the rich heritage of the City and experiences of our community members, while providing services impartially and fairly to all.

City of Milford

VISION

*Small town feel,
big time opportunities.*

MISSION

*To provide proactive,
responsive services and
fulfill the needs of its
diverse community by using
innovative and sustainable
methods.*

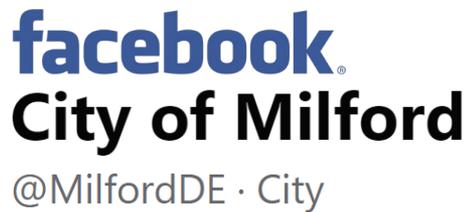
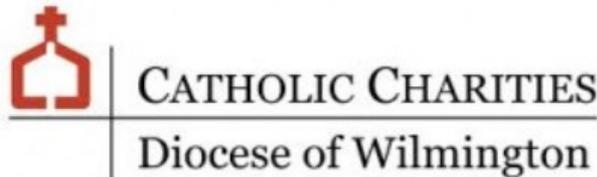
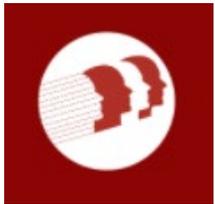
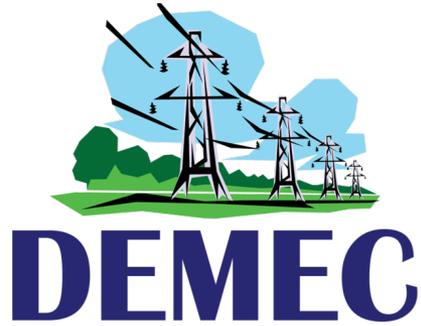


- Property Tax
 - Live 7/1/24
 - First bills generated 8/2024
- Cashiering
 - Live 7/1/2024
- EP&L (*Planning & Licensing*)
 - Live 8/15/2024
- Utility Billing - 2025

Training

- Customer service
- Software
- Communications – conflict management
- Personal improvement
- Work-home life balance

Resources and Partnerships



Hi, I'm Bucky! How can I help you?





Milford Corporate Center Declaration of Restrictions

February 12, 2025



Declaration of Restrictions

- ▶ Article I – Definitions
- ▶ Article II – Property Subject to Restrictions
- ▶ Article III – Duration and Modification of Restrictions
- ▶ Article IV – Use of Property - Restrictions
- ▶ Article V – Architectural Review Committee: Architectural Control
- ▶ Article VI – Setback Areas
- ▶ Article VII – Easements
- ▶ Article VIII – Grading
- ▶ Article IX – Construction of these Restrictions



Declaration of Restrictions

- ▶ Article X – Removal of Violations - Liens
- ▶ Article XI – Assignment of Rights and Duties
- ▶ Article XII – Resubdivision or Repurchase of Parcels
- ▶ Article XIII – Maintenance Corporation
- ▶ Article XIV – Good Faith Lenders Clause
- ▶ Article XV – Amendments Hereto
- ▶ Article XVI – Grantee's Covenant



Article IV - Use of Property - Restrictions

- ▶ Use restrictions.
- ▶ Nuisance and noxious or offensive activities.
- ▶ Building height.
- ▶ Underground utilities, pipes, etc.
- ▶ Parking.
- ▶ Loading and outside storage and operations.
- ▶ Signs.
- ▶ Vibration
- ▶ Smoke and particulate matter.
- ▶ Fumes, gases, odors, etc.



Article IV - Use of Property - Restrictions

- ▶ Glare or heat.
- ▶ Maintenance, refuse or trash.
- ▶ Animals.
- ▶ Dirt, dust and waste discharge.
- ▶ Landscaping.
- ▶ Lighting.
- ▶ Setback and yard requirements.
- ▶ Paved areas.
- ▶ Lot coverage.



Article IV - Use of Property - Restrictions

- ▶ Subdivision, land development and storm water management.
- ▶ Hazardous substances.



Article V - Architectural Review Committee: Architectural Control

- ▶ Committee Composition
- ▶ Appointment and Removal
- ▶ Rules and Regulations; Time for Approval
 - ▶ Adopt rules and regulations and specific site criteria as it may deem fit.



Independence Commons

- ▶ See enclosed for the deed restrictions for Independence Commons.
- ▶ Article 6 Architectural Review outlines general and rather vague design guidelines;
 - ▶ Exterior front and side walls are subject to site plan approval and must be finished on the exterior with the following; architectural masonry units, excluding concrete block and cinder block; natural stone; precast concrete; steel; aluminum; glass materials or the equivalent; vinyl siding.



Questions

- ▶ How long does the City want to oversee the enforcement of the deed restrictions? Short-term until the last lot is sold or longer-term.
- ▶ What do we want to develop in terms of architectural design standards?
- ▶ Architectural Review Committee composition?



Next Steps

- ▶ Work with Emory Hill to develop design guidelines for City Council to review.
- ▶ Finalize draft Declaration of Restrictions with City Solicitor and Emory Hill.

DECLARATION OF RESTRICTIONS

THIS DECLARATION made this _____ day of _____, 2025, by the CITY OF MILFORD a political subdivision of the State of Delaware as the owner of a tract of land situated in Milford Hundred, Kent County, State of Delaware, and shown on the Record Plan for "Milford Corporate Center" prepared by Becker Morgan Group and indexed as follows:

(a) Drawing dated February 16, 2024, and recorded on June 7, 2024, in the Office of the Recorder of Deeds in and for Kent County, State of Delaware, as Plot Book 154 Page 33 containing 181.79± acres; and

The property, consisting of the above referenced tract of land, is subject to this Declaration and shall be known hereafter as "Milford Corporate Center".

The Milford Corporate Center is being developed to improve and enhance the local community and environment. This Declaration is intended to complement local governmental and municipal laws and regulations and where conflicts occur the most restrictive requirements shall prevail. It is intended that the users of the parcels in the Milford Corporate Center will be motivated to preserve these qualities through mutual cooperation and organization.

ARTICLE I

DEFINITIONS:

Unless the context otherwise specifies or requires, the terms defined in this Article I shall, for all purposes of this Declaration, have the meaning herein specified.

- "Architectural Review Committee" shall mean the Architectural Review Committee created pursuant to Article V herein.
- "Architectural Guidelines" shall mean the guidelines prepared and issued by the Architectural Review Committee for the purpose of reviewing and approving all development, landscaping, site plans (including signs and the like) for the Milford Corporate Center and each parcel therein.
- "Grantor" shall mean the City of Milford, heirs, executors, administrators, successors and assigns, and as provided in Section 11.1 hereof.
- "Corporate Center" shall mean all of the real property now or hereafter made subject to this Declaration.
- "Corporate Center Restrictions" or "Restrictions" shall mean and refer to the covenants and restrictions contained herein, or as the same may be modified in accordance with the provisions of Section 3.2 hereof and to those restrictions of record applicable to the property.

- "Parcel" shall mean and refer to any parcel within the Corporate Center, including acreage in the flood plain or detention basin area, subject to these restrictions as the same shall appear, on any recorded minor or major subdivision and land development plan, including resubdivision plans and street plans.
- "Mortgage" shall mean and refer to a mortgage, deed or trust or other security device affecting a parcel, or parcels, and which shall have been recorded among the land records of Kent County, Delaware, and "Mortgagee" shall mean and refer to the mortgagee, beneficiary, trustee or other holder of any of the aforesaid instruments, provided the name and address of such mortgagee, beneficiary, trustee or other holder shall appear among the aforesaid land records, or shall have been made known by written notice to the Architectural Review Committee.
- "Owner" shall mean and refer to any person having a fee simple title to any parcel, excluding any person who holds such interest as security for the payment of an obligation, but shall include any mortgagee or other security holder in actual possession of any parcel, by foreclosure or otherwise, and any person taking a title from any such security holder.
- "Person" shall mean artificial persons as well as natural persons and includes the plural.
- "Property" shall mean and refer to the tract of land recorded in the Office of the Recorder of Deeds in and for Kent County as Plot Book 154 Page 33, and considered a part hereof and, from and after any annexation, such additional property may be subjected to these restrictions in the manner prescribed in Section 2.2 hereof.
- "Structure" shall mean and refer to any thing or device the placement of which upon any parcel might affect the physical appearance thereof, including, by way of illustration and not limitation, buildings, sheds, covered patios, driveways, fountains, swimming pools, parking areas, trees, shrubbery, paving, curbing, landscaping fences or walls, or any sign or signboard. "Structure" shall also mean any excavation or fill, the volume of which exceeds ten (10) cubic yards, or any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters upon or across any parcel or which affects or alters the flow of water in any natural or artificial stream, wash or drainage channel upon or across any parcel.

- "Member" shall mean and refer to every person or entity who holds membership in the maintenance corporation.
- "Declarant " shall mean the Grantor.

ARTICLE II

PROPERTY SUBJECT TO THE CORPORATE CENTER RESTRICTIONS:

2.1 General Declaration Creating the Corporate Center.

Grantor hereby declares that the property located in Milford Hundred, Kent County, State of Delaware, and known as "Milford Corporate Center", is and shall be conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred, in whole or in part, subject to these Corporate Center restrictions. All of these Corporate Center restrictions are declared and agreed to be in furtherance of a general plan for the subdivision, improvement and sale of said property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of said property and every part thereof. All of these Corporate Center restrictions shall apply to all of said property for all purposes and shall be binding upon and inure to the benefit of the City of Milford, Grantor and all owners, lessees, licensees, occupants and their successors in interest as set forth in this Declaration.

2.2 Land owned by a Governmental Body.

The Corporate Center restrictions contained in this Declaration shall not apply to the property or any portion thereof owned or leased by the City of Milford.

ARTICLE III

DURATION AND MODIFICATION OF RESTRICTIONS:

3.1 Duration

The provisions of the following Sections of these restrictions shall be considered as real covenants running with the land and binding thereon until such time as they may be modified or terminated by the City of Milford, its successors or assigns: 4.3, 4.5, 4.7, 4.15, 4.17, 4.18, 4.19, 4.22, 4.23, 5.14, 6.1, 8.1, 12.1 and 13.1 through 13.16.

The remaining Sections of these restrictions shall remain in full force and effect until January 1, 2007, and thereafter shall, as then in force, be continued automatically and without further notice, and without limitation, unless modified or terminated in the manner set forth in Section 3.2 hereof.

3.2 Modification or Termination.

At any time prior to **January 1, 2007**, those Sections of these restrictions not specifically numbered in Section 3.1 above may be modified in any particular by the recording among the land records of Kent County, Delaware, of an agreement of modification executed jointly by the then record owners of seventy-five percent (75%) of the property subject thereto and Granter, his successors and assigns. At any time after **January 1, 2007**, these restrictions may be modified in any particular or terminated in their entirety by the recording among the land records of Kent County, Delaware, of an agreement of modification or termination of the property subject thereto. Each owner shall be entitled to one vote for each acre owned (rounded off to the nearest full acre). Areas contained within rights of way for roads, namely Innovation Way, Corporate Drive, and Airport Road, shall not be used for voting purposes. Upon any modification as provided in this Section 3.2, these restrictions shall continue in force and effect as so modified, as above provided. Any modification or termination as provided in this Section 3.2 shall be subject to the express consent of New Castle County, its successors and assigns.

For purposes of this Section 3.2, "Owner" shall not include any owner or holder of a reversionary interest in all or any portion of the property under a lease with a term in excess of fifty (50) years. In any case, where any parcel has more than one "Owner", any one such owner may execute any agreement of modification or termination under this Section 3.2, and such execution shall be conclusive and binding with respect to all other persons having any interest in the parcel in question.

ARTICLE IV

USE OF PROPERTY - RESTRICTIONS:

4.1 Use Restrictions.

No subdivision or land development proceedings shall be started for any parcel within the Corporate Center unless a description of the proposed use has been submitted to and approved, in writing, by the Architectural Review Committee.

4.2 Nuisances and Noxious or Offensive Activities

No owner, lessee, licensee or other occupant of the property shall create a nuisance to the neighborhood. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any parcel and no odors shall be permitted to arise therefrom so as to render any parcel or portion thereof unsanitary, unsightly, offensive or detrimental to any property in the vicinity thereof or to the occupants thereof. No use or operation shall be conducted on the real property subject to this Declaration which is noxious, offensive,

objectionable, unsightly or detrimental to any cause, such as, but not limited to vibration, sound, electro-mechanical disturbances, electro- magnetic disturbances, radiation, air or water pollution, dust, emission of odorous toxic and non-toxic matters.

4.3 Building Height Limitation.

The maximum height of each building shall be in compliance Chapter 230 of the City of Milford Zoning Code.

4.4 Underground Utilities, Pipes, etc.

No pipe, conduit, cable, line or the like, for water, gas, sewage, drainage, steam, electricity or any other energy or service shall be installed or maintained upon any parcel (outside of any building) above "the" surface of the ground, except for hoses and movable pipes used for irrigation or other purposes if specifically approved in writing by the Architectural Review Committee. All auxiliary machinery, equipment or facilities used on any parcel outside of any building in connection with any such energies or services shall be located upon any parcel only in such manner and upon such conditions as may be specifically approved by the Architectural Review Committee.

4.5 Parking

All parking areas shall be provided by each owner on each parcel with no on-street parking permitted, and each owner covenants and agrees with Granter to extend his best efforts and cooperate with Granter and the Architectural Committee to prevent or eliminate on-street parking adjacent to his property. Each owner further agrees to take all reasonable action necessary to assure that his employees, deliverymen and invitees use the designated parking areas upon his property. Parking areas shall be paved so as to provide dust-free all-weather surfaces of concrete or asphalt. Each parking space provided shall be designated by white lines painted on the paved surfaces and shall be adequate in area, and all parking areas shall provide, in addition to parking spaces, adequate driveways and space for the movement of vehicles. The number of parking spaces required for each parcel, and the specific location of the same, shall be as designated in plans for each parcel which have been submitted and approved in the manner set forth in Article V hereof. In determining the number of parking spaces and the location thereof for each parcel, the Architectural Review Committee shall consider the exact nature of the use proposed for the parcel, the anticipated number and manner of employment of persons on the parcel, the nature and location of proposed structures on the parcel, and such other matters as it shall deem relevant. Each parcel shall provide the minimum number of parking spaces prescribed by Chapter 230 of the City of Milford Zoning Code.

4.6 Loading and outside Storage or Operations.

All provisions for vehicle loading shall be provided on the parcel with on-street vehicle loading not permitted. Vehicle loading shall be located at the rear of buildings or on a side, and all loading areas shall be screened from street visibility in a manner approved by the Architectural Review Committee.

No outside storage or operations of any kind shall be permitted on any parcel unless the prior written consent of the Architectural Review Committee is first obtained, such consent to be in the sole and absolute discretion of said Committee.

4.7 Signs.

The location, size, design and construction of all signs must be in keeping with the character of the property and all signs must be approved in writing by the Architectural Review Committee pursuant to regulations issued by the Committee. All signs shall comply with the requirements of Chapter 230 of the City of Milford Zoning Code.

4.8 Vibration.

Buildings and other structures shall be constructed and machinery and equipment installed and insulated on each parcel so that the ground vibration inherently and recurrently generated is not perceptible without instruments at any point along the perimeter of each parcel.

4.9 Smoke and Particulate Matter.

Visible emissions of smoke will not be permitted (outside any building) which exceed Ringlemann No. 1 on the Ringlemann Chart of the U.S. Bureau of Mines, other than the exhausts emitted by motor vehicles or other transportation facilities. This requirement shall also be applicable to the disposal of trash and waste materials. Windborne dust, sprays and mists originating in plants will not be permitted.

4.10 Fumes, Gases, Odors, etc.

No fumes, odors, gases, vapors, acids or other substances shall be permitted to escape or be discharged into the atmosphere which, in the opinion of the Architectural Review Committee, may be detrimental to the health, safety or welfare of persons, or may interfere with the comfort of persons, within the area, or which may be harmful to property or vegetation.

4.11 Glare or Heat.

Any operation producing intense glare or heat shall be performed only within an enclosed or screened area and then only in such manner that the glare or heat emitted will not be discernible from any exterior parcel line.

4.12 Maintenance, Refuse or Trash.

The owner of every parcel shall maintain his premises to the curb line of the adjacent public roads, buildings, parking lots and roadways. All improvements shall be kept in a safe, clean, neat and sanitary condition and shall comply in all respects with all governmental zoning, health, fire and police requirements. Each owner shall remove at his expense any rubbish of any character which may accumulate on his parcel. During construction of any improvements on any parcel, the owner thereof shall keep any construction site free of unsightly accumulations of rubbish and scrap materials. Construction materials, trailers, shacks and the like employed in connection with such construction shall be kept in a neat and orderly manner.

4.13 Animals.

No livestock, poultry or other animals shall be kept on any parcel, except as required for research and development activities, and in no event shall any stable, hutch, barn, coop or other housing or shelter for animals or for the storage of materials be placed or maintained upon the parcel, except as approved by the Architectural Review Committee.

4.14 Dirt, Dust and Waste Discharge.

No use of the property will be permitted which emits dust, sweepings, dirt or cinders into the atmosphere, or discharges liquid, solid, wastes or other harmful matter into any stream, river or other body of water, which, in the opinion of the Architectural Review Committee may adversely affect the health, safety, comfort of, or intended property use by persons within the area. No waste or any substance or materials of any kind shall be discharged into any public sewer serving the property or any part thereof in violation of any regulations of any public body having jurisdiction.

4.15 Landscaping.

A landscape plan for each lot to be developed shall be submitted for approval to the City of Milford Planning Department, if required, and to the Architectural Review Committee. Said plan shall indicate the planting location for all deciduous and evergreen plant material, including canopy trees, understory trees, screening trees and shrubs, ornamental shrubs and grass lawns. Other required information on the landscape plan shall be a plant schedule to include botanical and common names of species, quantities of each, sizes and other pertinent specifications. The plan shall address both the functional and aesthetic aspects of the landscaping, with emphasis on enhancing the architecture, separation of spaces where appropriate and the screening of unsightly features.

The owner of every parcel shall keep his premises and the adjacent area up to the curb line of the adjacent public roads planted with grass, trees or shrubs, or other ground coverings or landscaping as approved by the City of Milford Planning Department and the Architectural Review Committee. Such land area, grass, trees or shrubs, or other ground coverings or landscaping, shall be maintained in a neat, clean and wholesome condition free of weeds, rubbish and litter, by the owner of each parcel.

4.16 Lighting.

A lighting plan for each lot to be developed shall be submitted for approval to the City of Milford Planning Department, if required, and to the Architectural Review Committee. Said plan shall indicate the location and type of onsite lighting meeting Illuminating Engineering Society illumination standards. Submission shall include a illumination footcandle map, by the owner of each parcel for the entire property and the immediately adjacent area.

4.17 Setback and Yard Requirements.

Setback and yard requirements shall be in compliance with the applicable provisions of the City of Milford Zoning Code.

4.18 Paved Areas.

Paved areas for driveways (except entrance and exit facilities), loading and parking on any lot shall not be permitted:

- within 15 feet of any street line; and
- within 10 feet of any side and rear lot line.

Paved areas shall consist of a year-round surface of asphalt or concrete.

4.19 Lot Coverage.

Lot coverage shall be in compliance with the applicable provisions of the City of Milford

4.20 Subdivision, Land Development and Storm Water Management.

Declarant recognizes that the development of the Milford Corporate Center shall comply with the applicable provisions of the City of Milford Subdivision Regulations and the City of Milford Zoning Code. It is a requirement that a storm water management plan be approved by the Kent Conservation District prior to the recordation of a plan for any part of the Corporate Center.

4.21 Hazardous Substances.

No Certificate of Use will be sought, nor will the City of Milford Planning Department issue a Certificate of Use, where the proposed use for any parcel in the Corporate Center shall involve the storage, use or maintenance of a substance or substances listed in 40 C.F.R. 116 in an aggregate quantity equal to or greater than a "threshold quantity" (as that term is herein defined), unless it can be demonstrated to the reasonable satisfaction of said Department that proper safeguards have been taken so as to prevent the discharge thereof to surface or groundwater on or near the site, to the end that the chemical, physical, biological or radiological integrity of said waters will not be materially altered by virtue of any such discharge. For purposes of illustration only, examples of proper safeguards would include but not be limited by the following:

- Packaged materials - storage within an enclosed building.
- Bulk liquid materials - storage within tanks surrounded by dikes or curbing adequate to contain a volume equal to or greater than one hundred twenty-five percent (125%) of the volume of the largest tank.
- For the purposes of this restriction, the term "threshold quantity" shall be defined as follows:
- For materials which carry, in 40 C.F.R. 117.3, a categorical designation of "X", this quantity shall be one (1) pound.
- For materials which carry, in 40 C.F.R. 117.3, a categorical designation of A, B, C or D, and are in a liquid state at the temperature of 68 degrees Fahrenheit (68°F) and a pressure of one (1) atmosphere, this quantity shall be fifty-five (55.0) U.S. gallons.
- For materials which carry, in 40 C.F.R. 117.3, a categorical designation of A, B, C or D, and are in a solid state at a temperature of 68 degrees Fahrenheit (68°F) and a pressure of one (1) atmosphere or compressed gases, this quantity shall be four hundred fifty (450.0) pounds.
- D. In the event a proposed use of a parcel within the Corporate Center involves the storage, maintenance or use of a substance or substances listed in 40 C.F.R. 116 in any quantity less than the "threshold quantity", as above defined, a sworn statement, detailing the identity and quantity of such substance or substances, shall be filed with the Division of Development and Licensing of New Castle County.

ARTICLE V

ARCHITECTURAL REVIEW COMMITTEE: ARCHITECTURAL CONTROL

5.1 Committee Composition.

There shall be an Architectural Review Committee which shall consist of one or more persons. At such time as members are elected by parcel owners, as hereinafter set forth, at least one (1) member of the Committee shall be a parcel owner or lessee. Other Committee members, if any, shall not be required to meet any qualifications for membership.

5.2 Appointment and Removal.

The right to appoint and remove any and all members of the Committee shall be and is hereby vested solely in Grantor in the absolute discretion of Grantor or i) until such time as final plans and specifications for the development of the last parcel sold in the Corporate Center have been approved as set forth below, or (ii) until such time as Grantor has conveyed all of his interest in the property within the Corporate Center whichever shall last occur. When Grantor no longer has the right to, or is for any reason unable to appoint and remove the members of the Architectural Review Committee, said right shall vest in "Milford Corporate Center Maintenance Corporation", a corporation of the State of Delaware.

5.3 Procedure and Meetings.

The Architectural Review Committee, whether consisting of one or more persons, shall in its complete discretion determine all matters relating to its Procedures and Meetings. The Committee may meet informally, by meeting, telephone, letter or otherwise, as necessary to properly perform its duties hereunder and no one shall have any right to be present or participate in any meeting of the Committee other than members themselves.

5.4 Submission of Plans and Specifications.

No structure shall be commenced, erected, placed, moved onto or permitted to remain on any parcel, nor shall any existing structure upon any parcel be altered in any way which materially changes the exterior appearance thereof, nor shall any initial or subsequent use be commenced on any parcel, unless plans and specifications (including a description of any proposed use) therefor shall have been submitted to and approved in writing by the Architectural Review Committee. Such plans and specifications shall be in such form and shall contain such information, as may be required by the Architectural Review Committee, but in any event shall include (i) a site development plan for the parcel showing the nature, grading scheme, kind, shape, materials and location with respect to the particular parcel

(including proposed front, rear and side set back lines) of all structures, the location thereof with reference to structures on adjoining portions of the property, and the number and location of all parking spaces and driveways on the parcel; (ii) a landscaping plan for the particular parcel; (iii) a signing and lighting plan; and (iv) a building elevation plan showing dimensions, materials and exterior color scheme.

5.5 Disapproval.

The Architectural Review Committee discretion to disapprove any plans and because of any of the following and shall have the right in its absolute specifications submitted hereunder:

- failure to comply with any of these Corporate Center Restrictions;
- failure to include information in such plans and specifications as may have been reasonably requested by the Architectural Review Committee;
- objection to the exterior design, appearance or materials of any proposed structure;
- objection on the ground of incompatibility of any proposed structure or use with existing structures or uses upon other parcels or other properties in the vicinity;
- objection to the location of any proposed structure upon any parcel or with reference to other parcels in the vicinity;
- objection to the grading plan for any parcel;
- objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any structure;
- objection to the number or size of parking spaces, or to the design or location of parking areas proposed for any parcel; or
- any other matter which, in the judgment of the Architectural Review Committee, would render the proposed structure or structures or use inharmonious with the general plan of improvement of the property or with structures located upon other parcels or other properties in the vicinity.

5.6 Approval.

Upon approval of any submitted plans and specifications by the Architectural Review Committee, a copy of such approved plans and specifications shall be deposited for permanent record with the Architectural Review Committee. A copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant.

5.7 Rules and Regulations; Time for Approval.

The Architectural Review Committee may adopt such rules and regulations and specific site criteria as it may deem fit in its absolute discretion. Such rules and regulations, if any,

upon issuance by the Architectural Review Committee shall be deemed incorporated herein and may be amended or revoked by the Architectural Review Committee at any time, and no inclusion in, omission from, or amendment of any such rule, site criteria or statement shall be deemed to bind the Architectural Review Committee to approve or disapprove any feature or matter subject to approval, or to waive the exercise of the Architectural Review Committee's absolute discretion as to any such matter. However, approval of any plans or specifications for a specific use on any parcel shall be deemed a waiver of the Architectural Review Committee's right to disapprove such plans or specifications or, any of its features or elements, if such plans, specifications, features or elements are subsequently submitted for such specific use on any other parcel or parcels. Approval of any such plans or specifications relating to any parcel, however, shall be final as to that parcel and such approval may not be revoked or rescinded thereafter, providing (i) the structures or uses shown or described on or in such plans and specifications do not violate any specific prohibitions contained in the restrictions, and (ii) that the plans and specifications, as approved, and any conditions attached to any such approval, have been adhered to and complied with in regard to all structures and uses on the parcel in question. In the event that the Architectural Review Committee fails to approve or disapprove any plans and specifications as herein provided within thirty (30) days after submission thereof, the same shall be deemed to have been approved, as submitted, and no further action shall be required to evidence such approval. Provided, however, such approval shall apply only as to the plans and specifications submitted, and in the event the plans submitted were for the purpose of schematic or preliminary approval, such approval shall not relieve the owner from his obligation to obtain the approval of the Committee for any subsequent plan submissions in accordance with the rules and regulations promulgated by the Architectural Review Committee.

5.8 Construction Without Approval.

If any structure shall be altered, erected, placed or maintained upon any parcel, or any new use commenced on any parcel, not in accordance with the approval by the Architectural Review Committee, pursuant to the provisions of this Article v, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this Article V and without the approval required herein, and, upon written notice from the Architectural Review Committee, any such structure so altered, erected, placed or maintained upon any parcel in violation hereof shall be removed or realtered, and any such use shall be terminated, so as to extinguish such violation.

If fifteen (15) days after the notice of such violation, the owner of the parcel upon which such violation exists shall not have taken reasonable steps toward the removal or

termination of the same, Granter, or his successors or assigns, or the Architectural Review Committee shall have the right, through its agents and employees, to enter upon such parcel, subject to any security controls imposed by the government of the United States (or any agency thereof) with respect to any operation being conducted thereon, and to take such steps as may be necessary to extinguish such violation. Granter, or his successors or assigns, or the Architectural Review Committee, or any such agent, shall not thereby be deemed to have trespassed upon such parcel and shall be subject to no liability to the owner or occupant of such parcel for such entry and any action taken in connection with the removal of any violation. The cost of any abatement or removal hereunder shall be a binding, personal obligation of such owner as well as a lien (enforceable in the same manner as a mortgage) upon the parcel in question. The lien provided in this Section 5.8 shall not be valid as, against a bona fide purchaser (or bona fide mortgagee) of the parcel in question unless a suit to enforce said lien shall have been filed in a court of record in Kent County prior to the recordation among the land records of Kent County of the deed (or mortgage) conveying the parcel in question to such purchaser (or subjecting the same to such mortgage).

5.9 Certificate of Compliance.

Upon completion of the construction or alteration of any structure, in accordance with plans and specifications approved by the Architectural Review committee, the Architectural Review Committee shall, upon written request of the owner or any mortgagee thereof, issue a certificate of compliance, in form suitable for recordation, identifying such structure and the parcel on which such structure is placed, and stating that the plans and specifications, and location of such structure and the use or uses to be conducted thereon have been approved and that such structure complies therewith. Preparation and recording of such certificate shall be at the expense of such owner or mortgagee. Any certificate of compliance issued in accordance with the provisions of this Section 5.9 shall be prima facie evidence of the facts therein stated, and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer, such certificate shall be conclusive evidence that all structures on the parcel and the use or uses described therein, comply with all the requirements of this Article V, and with all other requirements of this Declaration as to which the Architectural Review Committee exercises any discretionary or interpretive powers.

5.10 Fees.

The Architectural Review Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to this Article V, payable at the time such plans and specifications are so submitted, provided, that such

fee shall not exceed that amount then chargeable by the appropriate municipal authority for the application for building permits for structures on the parcel with regard to which such plans and specifications are submitted.

5.11 Inspection.

Any agent of Grantor, or his successors or assigns, or the Architectural Review Committee, may at any reasonable time or times enter upon and inspect any parcel and any improvements thereon for the purpose of ascertaining whether the maintenance of such parcel and the maintenance, construction, or alteration of structures thereon and the use or uses conducted thereon are in compliance with the provisions hereof; and neither Grantor, nor his successors or assigns, nor the Architectural Review Committee nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry inspection. The right of inspection granted herein shall be subject to any security requirements of the United States government with respect to any parcel or any structures.

5.12 Temporary Structures.

No temporary structure shall be installed or maintained on any parcel without the specific written approval of the Architectural Review Committee. All applications for approval of any temporary structure shall include and shall contain a specific date prior to which such temporary structure will be dismantled and removed from the parcel in question.

5.13 Liability.

Neither Grantor, nor his successors or assigns, the Architectural Review Committee or any member thereof or any agent of Grantor or the Architectural Review Committee shall be liable for any damage loss or prejudice suffered or claimed by applicant or any third party on account of (a) any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications; (b) the approval or disapproval of any plans, drawings and specifications, whether or not defective; (c) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications; and (d) the development of any property within the Corporate Center.

5.14 Variances.

The Architectural Review Committee is hereby authorized and empowered to grant reasonable variances from the provisions of this Declaration, or any portion hereof, so long as the same do not violate other restrictions of record applicable to the property, in order to overcome practical difficulties and to prevent unnecessary hardship in the application of

the provisions contained herein; provided, however, that said variances shall not materially injure any of the property or improvements in the Corporate Center. No variance granted pursuant to the authority granted herein shall constitute a waiver of any provisions of this Declaration as applied to any other person or property. Any variance granted pursuant to this Section 5.14 shall be subject to the approval of the City of Milford, its successors and assigns.

ARTICLE VI SETBACK AREAS:

6.1 Setbacks Designated.

Front, side and rear setback lines and areas shall be shown on plans for each parcel, provided that, in no event, shall such setback areas so designated be of less size than required by any applicable zoning regulations or any map, plat or plan approved by any appropriate municipal authority pursuant to any such zoning regulations or as required by any restrictions of record applicable to the property.

ARTICLE VII EASEMENTS:

7.1 Easements.

Non-exclusive easements and rights of way are hereby expressly reserved to Granter, his successors and assigns, in, on, over and under the "easement area" of each parcel for the following purposes:

- For the erection, installation, construction and maintenance of (i) poles, wires, lines and conduits and the necessary or proper attachments in connection with the transmission of electricity, telephone, community antenna television cables and other utilities and other similar facilities, and (ii) storm water drains, land drains, public and private sewers, pipe lines for supplying gas, water and heat, and for any other public or quasi-public utility facility, or functions including, but not limited to, railroad spur lines; and slopes ratios erosion.
- For slope control purposes, including the right to grade and plant and prevent the doing of any activity which might interfere with slope approved by Granter, his successors and assigns, or which might create or sliding problems, or change, obstruct or retard drainage flow. Granter, and his respective agents, successors and assigns, shall have the right to enter upon all parts of the easement area of each parcel for any of the purposes for which said easements and rights of way are reserved.

ARTICLE VIII GRADING:

8.1 Right to Grade.

Granter, or his successors and assigns, may at any time make such cuts and fills upon any parcel or other part of the property and do such grading and moving of earth as, in his judgment, may be necessary to improve or maintain sewers, the streets in or adjacent to the property and to drain surface waters therefrom; and may assign such rights to any municipal or public authority; provided, however, that, after the principal structure upon a parcel shall have been completed in accordance with the plans and specifications approved by the Architectural Review Committee, as provided in Article V hereof, the rights of Granter, or his successors and assigns, under this Section 8.1, shall terminate with respect to all parts of each parcel other than the easement area thereof, except that Granter or any such municipal or public authority shall thereafter have the right to maintain sewers, existing streets and drainage structures. Any grading undertaken pursuant to this Section 8.1 shall be subject to the approval of the Kent Conservation District and City of Milford where applicable.

ARTICLE IX

CONSTRUCTION OF THESE RESTRICTIONS:

9.1 Conflict or Ambiguity - Construction by Granter.

If any discrepancy, conflict or ambiguity is found to exist with regard to any matter set forth in the restrictions, such ambiguity, conflict or discrepancy shall be resolved and determined by Granter, in his sole discretion. Granter, shall have the right to interpret the provisions of this Declaration and, in the absence of an adjudication by a court of competent jurisdiction to the contrary, his construction or interpretation shall be final and binding as to all persons or property benefited or bound by the provisions hereof. Any conflict between any construction or interpretation of Granter, and that of any other person or entity entitled to enforce any of the provisions hereof shall be resolved in favor of the construction or interpretation of Granter.

Granter and the Architectural Review Committee, to the extent specifically provided herein, may adopt rules and regulations regarding the administration, interpretation and enforcement of the provisions of this Declaration. In so adopting such rules and regulations, and in making any finding, determination, rules or order or in carrying out any directive contained herein relating to the issuance of permits, authorizations, approvals, rules or regulations, Granter and the Architectural Review Committee shall take into consideration the best interest of the owners and of the property to the end that the property shall be preserved and maintained as a first class business center.

9.2 Validity of Declaration.

The determination by any court that any provision of this Declaration is unlawful, void or unenforceable, in whole or in part, shall not affect the validity of any other provision hereof; and no such determination that any provision hereof is inapplicable or unenforceable as to any particular parcel or parcels shall affect the applicability or enforceability of said provision or any other provision hereof to any other parcel or parcels.

9.3 Waiver of Reversionary Right.

These restrictions shall not be construed as conditions subsequent, or creating a possibility of reverter, and no provision hereof shall be deemed to vest in the Grantor or any other persons any reversionary interest with respect to any parcel. Any such reversionary right is hereby expressly waived by the Grantor; provided, however, that Grantor reserves the right to repurchase any parcel as provided in Section 12.3 hereof.

9.4 Effect of Headings.

The headings of the Articles and Sections herein are only for convenience of the contents and shall not affect the meaning or interpretation thereof.

9.5 Conflict with Applicable Laws.

These restrictions shall not be taken as permitting any action or thing prohibited by applicable zoning laws, or any laws, ordinances or regulations of any governmental authority or by specific restrictions imposed by any deed or recorded declaration. In the event of any conflict, the most restrictive provision of same shall be taken to govern and control.

ARTICLE X

VIOLATION AND RESTRICTIONS - ENFORCEMENT:

10.1 Removal of Violations - Liens.

If any violation or breach of any of these restrictions shall exist on any parcel, and the owner of such parcel shall not have taken reasonable steps towards the removal or termination of the same within fifteen (15) days after written notice thereof to the owner and mortgagee, if any, Grantor, or his successors and assigns, or the Architectural Review Committee shall have the right through their agents and employees, to enter upon such parcel, subject to any security controls imposed by the government of the United States (or any agency thereof) with respect to any operation being conducted thereon, and summarily abate, remove and extinguish any thing or condition that may be or exist thereon contrary to the provisions hereof. Grantor or the Architectural Review Committee or any such agent,

shall not thereby be deemed to have trespassed upon such parcel and shall be subject to no liability to the owner or occupant of such parcel for such entry, abatement or removal.

The cost of any abatement or removal of violations authorized under this Section 10.1 shall be a binding, personal obligation of the owner of the parcel upon which such violation has occurred as well as a lien (enforceable in the same manner as a mortgage) upon such parcel. The lien provided in this Section 10.1 shall not be valid as against a bona fide purchaser (or bona fide mortgagee) of the parcel in question unless a suit to enforce said lien shall have been filed in a court of record in Kent County prior to the recordation among the land records of Kent County of the deed (or mortgage) conveying the parcel in question to such purchaser (or subjecting the same to such mortgage).

10.2 Legal Action Upon Violation.

Violation of any of these restrictions may be enjoined, abated restrained or otherwise remedied by appropriate legal or equitable proceedings. Proceedings to restrain violation of these restrictions may be brought at any time that such violation appears reasonably likely to occur in the future. In the event of any proceedings brought by any party or parties to enforce or restrain violation of any of these restrictions, or to determine the rights or duties of any person hereunder, the prevailing party in such proceedings may recover a reasonable attorney's fee to be fixed by the court, in addition to court costs and any other relief awarded by the court in such proceeding.

10.3 Failure to Enforce.

The restrictions contained in this Declaration shall bind and inure to the benefit of and be enforceable by Grantor, the Architectural Review Committee and the owner or owners of any parcel within the property and the respective heirs, successors and assigns of each. The failure of any person entitled to enforce any of these restrictions to enforce the same shall in no event be deemed a waiver of the right of any such person to enforce these restrictions thereafter.

10.4 Enforceability after Waiver.

Waiver or attempted waiver of any of these restrictions with respect to any parcel shall not be deemed a waiver thereof as to any other parcel, nor with respect to the parcel in question in regard to any subsequent violation, nor shall the violation of any of these restrictions upon any parcel affect the applicability or enforceability of these restrictions with respect to any other parcel.

ARTICLE XI

ASSIGNMENT OF RIGHTS AND DUTIES:

11.1 Assignment Allowed.

Any and all of the rights, powers and reservations of Grantor herein contained may be assigned to any person, corporation or association which will assume the duties of Grantor pertaining to the particular rights, powers and reservations assigned, and upon any such person, corporation or association's evidencing its consent in writing to accept such assignment and assume such duties, he or it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Grantor herein. Any assignment or appointment made under this Section shall be in recordable form and shall be recorded in the office of the Recorder of Deeds in and for Kent County, Delaware.

ARTICLE XII

RESUBDIVISION OR REPURCHASE OF PARCELS:

12.1 Resubdivision of Parcels.

No parcel shall be resubdivided without the written approval of the Architectural Review Committee, and also the written approval of the City of Milford. In the event that any such resubdivision is approved and a portion of a parcel or of two or more contiguous parcels is severed in ownership from the remainder of such parcel or contiguous parcels, such portion so severed, and the remaining portion of such parcel or contiguous parcels, shall each thereafter be treated for all purposes hereunder as parcels. No structure may be placed or altered on any such newly formed parcel until plans and specifications, as provided in Article V hereof, shall have been approved in writing by the Architectural Review Committee, setbacks for such newly formed parcels shall have been designated by the Architectural Review Committee, and a certificate of compliance approving the severance of such newly formed parcels and designating such setbacks shall have been executed by the Architectural Review Committee in the manner provided in Article V hereof. The Architectural Review Committee may withhold such approval if, in its sole discretion, it determines that the size, shape or length of street frontage of any such newly formed parcels is not in keeping with the character of the improvement upon, and the areas and street frontage of other parcels in the Corporate Center.

ARTICLE XIII MAINTENANCE CORPORATION

13.1 A maintenance corporation shall be organized as provided in Section 13.9 to properly maintain:

(a) Grassed areas, street trees, landscape screening, open space landscaping, plantings, ornamental and functional structures, corporate center signage and other items within public open space;

(b) storm drainage facilities, including but not limited to ditches, pipes, catch basins, headwall culverts, spillways, risers, sedimentation and erosion control devices, detention basins and related appurtenances, grassed areas and planting within areas designated as drainage easements and flood plains, as delineated on the aforesaid Record Plans, or within easements or flood plains subsequently revised by superseding record plans;

(c) and/or install any other facilities in the "Milford Corporate Center" which are of benefit to the members of the maintenance corporation; and

13.2 The purchaser of any parcel of land in "Milford Corporate Center" by acceptance of a deed to said land, obligates and binds himself, his heirs, administrators, executors, successors and assigns, to become a member of the aforesaid maintenance corporation and to be bound by all of its rules and regulations and to be subject to all of the duties and obligations imposed by membership in said corporation.

13.3 Each owner of any parcel, by acceptance of a deed therefore is deemed to covenant and agree to pay to the maintenance corporation when necessary (a) annual assessments or charges, and (b) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. All assessments must be fixed at a uniform rate based upon the assessment of the parcel and improvements thereon for Kent County real estate taxes. Each such assessment, together with interest, costs and reasonable attorney's fees, as hereinafter provided, shall be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them. The assessments levied by the maintenance corporation pursuant to this Declaration shall be used exclusively for said purposes and for such other purposes as the maintenance corporation shall deem appropriate.

13.4 An annual assessment, if necessary, shall be set by the Board of Directors of the maintenance corporation for the estimated or projected costs, including reserves for said purpose. Special assessments shall be set by a vote of the corporation members who are voting in person or by proxy at the annual meeting of the Corporation or at a meeting duly called for this purpose. Said vote shall be weighted based upon the annual assessment for each parcel and the improvements thereon as set forth in Section 13.3.

13.5 Any assessments which are not paid when due shall be delinquent and shall bear interest from the date of delinquency at the prevailing prime rate per annum, and the maintenance corporation may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the said facilities or abandonment of his parcel.

13.6 It is expressly agreed that the assessments referred to above shall be a lien or encumbrance on the land in respect to which said assessments are made and it is expressly stated that by acceptance of title to any of the land included in said tract the owner (not including mortgagees) from the time of acquiring title thereto shall be held to have covenanted and agreed to pay said assessments to the maintenance corporation.

13.7 By his acceptance of title, each owner shall be held to vest, in the maintenance corporation, the right and power of its own name, to take and prosecute all actions or suits, legal, equitable or otherwise which may be, in the opinion of the maintenance corporation, necessary or advisable for the collection of such assessments.

13.8 Said assessments shall be subordinate in lien to the lien of any mortgage or mortgages on any property which is subject to such charges regardless of when said mortgage or mortgages were created or when such charges accrued; provided that such subordination shall apply only to charges that shall have become payable prior to the passing of title under foreclosure of such mortgage or mortgages, and the transferees shall not be liable for payment of any assessment accruing prior to said foreclosure, but nothing herein shall be held to affect the rights herein given to enforce the collection of such charges accruing after sale under foreclosure of such mortgages or mortgage; and provided, further, that such charges accruing after sale shall also be subordinate in lien to the lien of any further mortgage or mortgages which are placed on property subject to such charges, with the intent that no such charges shall at any time be prior in lien to any mortgage or mortgages whatsoever on such property.

13.9 Declarant shall incorporate under the laws of the State of Delaware, prior to the conveyance of the third parcel hereunder to an owner, a non-profit corporation to be known as the "Pencader Corporate Center Association, Inc.", which maintenance corporation shall be charged with the duties of accomplishing said purposes and maintaining said facilities in good condition.

13.10 Each owner and the Declarant shall be entitled to one vote per parcel. Votes shall be weighted as described in Section 13.4 hereof.

13.11 The maintenance corporation shall not close or obstruct said roads except insofar as the same shall be temporarily necessary for maintenance or repairs, it being understood and agreed that said roads shall be for the use of the general travelling public.

13.12 Nothing herein contained shall prevent dedication of said private roads to any appropriate governmental body or agency having jurisdiction which agrees to maintain and improve said private roads with the written approval of the members of the association holding the majority vote weighted or described herein. Dedication shall be subject to the approval of the City of Milford City Council.

13.13 Nothing herein contained shall prevent the conveyance or dedication by Declarant of the flood plain or the detention basin (or portions thereof) to others, including the maintenance corporation. However, maintenance of all facilities, as described in Section 13.1(a), excluding the maintenance of grass and plantings within flood plain and detention basin areas held by individual owners, shall continue to be the responsibility of the maintenance corporation.

13.14 These covenants and restrictions shall be taken to be real covenants running with the land and binding thereon, pursuant to the provisions of Sections 3.1 and 3.2 hereof.

13.15 It is the intent of this Declaration that said maintenance corporation will be an active corporation of the State of Delaware and in the event that the maintenance corporation fails or declines to perform its said duty, Declarant hereby grants unto the City of Milford, its successors or assigns, the right, privilege and authority to enter upon said premises and perform any or all of the duties of said maintenance corporation at the expense of the owners of said parcels.

13.16 In the event that the City of Milford is required to perform any or all of said duties as set forth in Section 13.1 above, all expenses of said performance shall be assessed against the owners of each parcel and shall be collectible by the City of Milford in the same manner as provided in Section 13.3 above.

ARTICLE XIV

GOOD FAITH LENDERS CLAUSE:

14.1 No violation of any of these restrictions shall defeat or render the lien of any mortgage made in good faith and for value upon any of the property, nor shall any lien created hereunder be superior to any such mortgage unless a suit to enforce the same shall have been filed in a court of record in Kent County prior to the recordation among the land records of Kent County of such mortgage, provided, however, that any mortgagee in actual possession, or any purchaser at any trustees', mortgagees', or foreclosure sale, shall be

bound by and subject to these restrictions as fully as any other owner of any portion of the property.

ARTICLE XV AMENDMENTS HERETO:

15.1 Additional more restrictive covenants may not be established by the declarant without the approval of the City of Milford City Council.

15.2 Except as provided in Section 15.1, these restrictions, declarations, covenants and conditions shall not be amended, changed or modified without the express consent of the City of Milford, its successors and assigns.

ARTICLE XVI

GRANTEE'S COVENANT:

Each grantee, lessee or other person in interest, accepting a deed to any parcel, whether or not the same incorporates or refers to these restrictions, covenants for himself, his heirs, successors and assigns to observe, perform and be bound by these restrictions and to incorporate these restrictions by reference in any deed or other conveyance of all or any portion of his interest in any real property subject hereto.



RESOLUTION 2023-19

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS Independence Commons in the City of Milford, Kent County, Delaware

Tax Parcel Numbers:	MD-16-173.00-01-02.15-000	MD-16-173.00-01-02.00-000	MD-16-173.00-01-02.14-000
MD-16-173.00-01-20.00-000	MD-16-173.00-01-02.13-000	MD-16-173.00-01-02.24-000	MD-16-173.00-01-02.12-000
MD-16-173.00-01-02.23-000	MD-16-173.00-01-02.11-000	MD-16-173.00-01-02.22-000	MD-16-173.00-01-02.10-000
MD-16-173.00-01-02.21-000	MD-16-173.00-01-02.08-000	MD-16-173.00-01-02.20-000	MD-16-173.00-01-02.07-000
MD-16-173.00-01-02.19-000	MD-16-173.00-01-02.06-000	MD-16-173.00-01-02-18-000	MD-16-173.00-01-02.05-000
MD-16-173.00-01-02.17-000	MD-16-173.00-01-02.03-000	MD-16-173.00-01-02-16-000	MD-16-173.00-01-02.02-000

WHEREAS, in 1998, the City of Milford (“City”) purchased and subdivided 211 +/- acres of property on the north and south sides of County Road 409 (Airport Road and east side of State Route 15 (Canterbury Road) for economic development benefits; and

WHEREAS, the City of Milford initially sold the property for \$24,000 an acre with appraisals of the properties completed in 2006, 2008 and 2016; and

WHEREAS, it is deemed to be in the best interest of the City of Milford and its taxpayers to sell the land in accordance with its most recent appraisals; and

WHEREAS, as the owner of the subdivision and infrastructure shown and described in Exhibit B, attached hereto, and known as Independence Commons (“property”), the City intends that this property continue to provide employment opportunities and economic benefits to all City residents; and

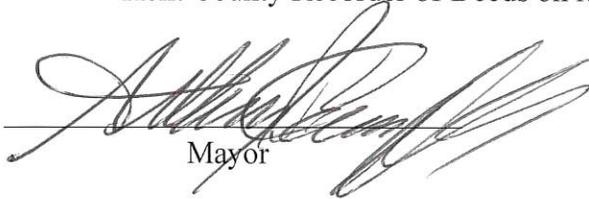
WHEREAS, the City desires to create, establish, preserve, and maintain a unified commercial development upon the property and finds it appropriate to subject the property to certain easement, covenants and other restrictions for the orderly development and operation of the property and mutual benefit of all owners of the property as a unified commercial development, regardless of time of purchase or zoning district; and

WHEREAS, the City deems it desirable and in the best interest of all present and future owners of the property and all portions thereof, to subject the property to this Declaration.

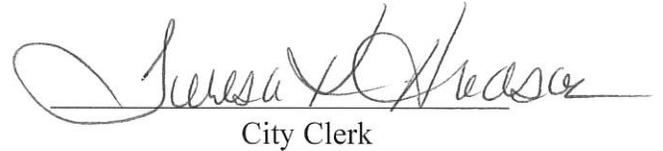
NOW, THEREFORE, the City hereby declares that the real property described in Exhibit B, effective September 11, 2023, is and will be held, conveyed, acquired, and encumbered subject to the terms and provisions of the Declaration, all of which shall run with the land and binds any respective successors, heirs, and assigns.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Mayor and Council of the City of Milford:

- 1) City Council approves the Declaration of Covenants, Conditions, Restrictions and Easements attached as Exhibit A.
- 2) This Resolution shall supersede Resolutions passed by the majority of City Council on February 13, 2006, March 12, 2007, September 22, 2008, and March 14, 2016 in relation to Independence Commons.
- 3) This Resolution shall supersede Deed Book RE, Volume 8104, Page 278 recorded with Kent County Recorder of Deeds on May 25, 2016.



Mayor



City Clerk

Adopted: September 11, 2023

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EXHIBIT A
Declaration of Covenants, Conditions, Restrictions and Easements

Article 1

OC – 1 Office Complex District

- A. The Property is zoned OC-1. The purpose of an OC-1 Office Complex District shall be to provide locations for the development of general and professional offices and office parks in areas of high accessibility and visibility. Also, this district will facilitate the expansion of the City’s service industries in attractive environments.
- B. The Property shall be developed in accordance with this declaration and the terms of the OC-1 zoning district that are in place at the time the Property is purchased. The City shall provide a copy of the OC-1 regulations to the purchaser prior to settlement.

Article 2

Sign Requirements

- A. Each office structure may have one sign which pertains only to the permitted use on the premises and shall indicate only the name, insignia and/or address of the use.
- B. Wall signs must be integral with or attached flat against the building. (The sign must face the major thoroughfare that the property abuts).
- C. The monument signs for this development shall incorporate architectural features and colors common to the buildings. Monument signs shall include individually mounted reverse pan channel letters with internal lighting. Metal cabinets with white Plexiglas shall not be allowed. All signs shall require separate sign permit review and approval.
- D. Signs allowed under this section may be a maximum of fifty (50) square feet and may only be indirectly illuminated with non-color light, shall not be flashing, or moving, shall be constructed of stone or brick. Signs constructed of other material will be reviewed and approved by the City Planner and the Planning Commission for conformance and architectural appearance with the Independence Commons concept. No more than 5% of the façade may be used for additional signage.
- E. One free standing directional sign of no more than two (2) square feet may be hung at the office driveway entrance.
- F. Signs may not overhang the street right-of-way nor otherwise obstruct or impair the safety of pedestrians or motorists.
- G. Portable signs and commercial vehicles serving as portable signs are prohibited.
- H. Signage may differ from these sign requirements if approved by City Council as part of a Comprehensive Sign Plan conditional use application as outlined in Chapter 230 Zoning.

Article 3

Easements

- A. Easements to Facilitate Construction, Installation and Maintenance. The City of Milford hereby

reserves to itself and its successors and assigns, a non-exclusive blanket easement over and through each lot twenty-five (25) feet of any boundary line of such lot to the extent such boundary line runs along any roadway or the 100 year flood plain, and otherwise fifteen (15) feet of any boundary line of such lot, for all purposes reasonably related to the development, installation, completion, maintenance and operation On Community Features on the Property, including without limitation: temporary slope and construction easements; and drainage, erosion control and storm and sanitary sewer easements (including the right to cut or remove trees, bushes or shrubbery, to regrade the soil and to take any similar actions reasonable necessary; provided, however, that thereafter The City of Milford shall cause to be restored the affected area as near as practicable to its original condition; easements for the storage (in a slightly manner) of reasonable supplies of building materials and equipment necessary to complete, repair, operation or maintain such Community Features; and easements for the construction, installation, and Upkeep of improvements (e.g. structures, landscaping, street lights, signage, sidewalks, etc.) on the Property or reasonably necessary to serve the Property.

- B. Storm water Management Easement. The City Of Milford hereby reserves to itself and its successors and assigns an easement and the right to grant and reserve easements over and through each lot within twenty-five (25) feet of any boundary line of such lot to the extent such boundary line runs along any roadway or the 100 year flood plain, and fifteen (15) feet of all other boundary lines of such lot, for the construction installation, maintenance, repair, operation and replacement of storm water management facilities, including storm water retention areas, which are Community Features. The City of Milford shall assign its right, title, and interest therein to the Association. Storm water shall be conveyed across lots only by means of storm sewers and appurtenant facilities and piping which shall be designed, installed, and maintained in accordance with the requirements of state and local government authorities having jurisdiction and not by means of trenches, ditches, and swales. Each Owner shall bear the cost of installation of pipes necessary to provide underground conveyance features on adjoining lots. The City of Milford and/or the Association shall also have the right to allow adjacent properties to connect their storm water management facilities into the Storm water Facility for the Property; provided, however that the Owners of such adjacent properties shall be required to agree to bear a portion of the expense of Upkeep for the storm water management facilities for the Property in such amount as may be deemed appropriate by The City of Milford and/or the Association. No such use shall be such as to prevent the Owners of each of the lots from enjoying and making full use of the Storm water Facilities in accordance with their applicable design and capacity requirements under applicable laws and regulations.
- C. Easements for Utilities and Related Services. A non-exclusive perpetual blanket easement is hereby granted over and through each lot within twenty-five (25) feet of any boundary line of such lot to the extent such boundary line runs along any roadway or the 100 year flood plain, and fifteen (15) feet of any other boundary line of such lot, for ingress, egress and for installation and Upkeep of the facilities for providing as Community Features for any portion of the Property, and utilities, including without limitation water, sewer, drainage. Gas, electricity, cable, fiber optic, telephone, and television service, whether public or private, to any person installing or providing Upkeep for the aforesaid services. By virtue of this easement, it shall be expressly permissible and proper for The City of Milford, or the Person providing the service to install and maintain the necessary equipment on the Property within the area of such easement and to affix and maintain wires,

circuits, conduits, installations and other features and facilities underground. Any pipes, conduits, lines, wires, transformers, and any other apparatus necessary for the provision of metering of any utility may be installed, maintained, or relocated where contemplated on any site plan approved by the City of Milford, within the easement areas described above. No water, sewer, gas, telephone, electrical, television, or communication lines, systems or facilities may be installed or relocated unless approved by The City of Milford. Should any Person providing utilities or services covered by the foregoing general easement request a specific easement by separate recordable document, The City of Milford shall have, and is hereby given, the right and authority to grant such easement without conflicting with the terms hereof, and, if so requested, the Owner of each lot to be burdened thereby shall join in such document without charge or consideration. Any Person using the easement created herein shall use its best efforts to install and maintain the utilities and services provided for herein with minimal disturbance to the Owners; complete its installation and Upkeep activities as promptly and expeditiously as possible; and restore the surface of the ground to substantially its original condition after completion.

Article 4

Common Expenses

- A. Each Owner of any parcel, by acceptance of a deed, agrees to pay to the City of Milford an annual fee for the maintenance of storm water management areas, open space, landscaping, and landscaped buffers. Said such fee is set at \$400.00 per lot.

Article 5

General Conditions

- A. Each Owner shall be responsible for the management and upkeep of all parking areas, landscaping, entrance features, project signage, storm water management facilities and structures, utilities facilities and associated lighting and irrigation systems located on its lot that are not part of the Community Features.
- B. The City of Milford shall be responsible for the management and upkeep of all the Community Features, the cost of which shall be assessed as Common Expense. The City of Milford shall not have any responsibility for the Upkeep of any other portion of the lots (except those lots of which The City of Milford is an Owner) except for the Community Features. The City of Milford shall establish the standard for Upkeep of Community Features in its sole discretion.
- C. Each Owner shall keep such Owner's lot and all improvements located on the lot in good order, condition, and repair and in a clean and sanitary condition, including without limitation all necessary grounds maintenance, except to the extent maintained by The City of Milford. Each Owner shall perform this responsibility in such manner as shall not unreasonably disturb or interfere with the other Owners. If any Owner shall fail to keep such Owner's lot in as good repair and condition as when acquired and in neat and orderly condition, consistent with such Rules and Regulations as The City of Milford may promulgate, then The City of Milford may give notice to that Owner of the condition complained of, specifying generally the action to be taken to rectify that condition. If the Owner fails to take the actions specified by The City of Milford or to otherwise

rectify the condition within thirty (30) days after the date of notice is given, or such other period as may be specified in the notice if the circumstances warrant a different period, The City of Milford shall have the right to rectify that condition by taking such action as was specified in the notice. The costs incurred in rectifying the condition shall be assessed against such Owner's lot.

- D. Sidewalks. If the public right-of-way adjacent to any lot is improved by a concrete sidewalk or similar structure, the Owner of such lot must maintain the sidewalk adjacent to such Owner's lot to the extent not maintained by The City of Milford as a Community Feature or by the appropriate governmental agency.
- E. No person shall make any additions, alteration or improvement in or to any portion of the Property (other than normal Upkeep) which is visible from the exterior of such portion of the Property, without the prior written consent of The City of Milford.
- F. No lot may be subdivided, or its boundaries otherwise relocated without the approval of The City of Milford, and Mortgagee of the affected lots, any Owner affected and the appropriate governmental entity. No portion less than all of any lot shall be conveyed or transferred by an Owner without the prior written approval of The City of Milford.
- G. Any person obtaining approval of The City of Milford shall commence construction or alteration in accordance with plans and specifications approved within six (6) months after date of approval and shall substantially complete any construction or alteration within such period as within six months after approval, or such other time period determined by The City of Milford, then approval shall lapse.
- H. In the event that any purchaser of land within the Property shall not commence construction of a building thereon within two years from the date of settlement, The City of Milford shall have the option of purchasing said land from the owner at any time prior to the commencement of said construction at the purchase price paid therefore as shown in the Owner's settlement sheet.
- I. Trash. Except in connection with construction activities, no burning of any trash and no accumulation of storage of litter, refuse, bulk materials, building materials or trash of any other kind shall be permitted on any lot. Trash containers shall not be permitted to remain in public view from another lot except on days of trash collection. Trash containers and refuse disposal systems must be maintained in enclosures or screened in compliance with the Rules and Regulations. No portion of the lot shall be used as an auto junk yard or salvage yard.
- J. It is prohibited to have any outdoor storage buildings and outdoor storage of any kind, located on the property.

Article 6

Architectural Review

- A. The City of Milford shall develop Design Guidelines. Such Guidelines are hereby incorporated by this reference and shall be enforceable as if set forth herein in full. Such Guidelines include:
 - 1. Exterior front and side walls are subject to site plan approval and must be finished on the exterior with the following:
 - a. Architectural masonry units, excluding concrete block and cinder block
 - b. Natural stone
 - c. Precast concrete

- d. Steel
- e. Aluminum
- f. Glass materials or the equivalent
- g. Vinyl siding

Article 7

Reconstruction and Repair

- A. If a building or other major improvement located upon a lot is damaged or destroyed, the Owner thereof shall restore the site either by repairing or reconstructing such building or other major improvements or by clearing away the debris and restoring the site to an acceptable condition compatible with the remainder of the Property. Unless The City of Milford permits a longer time period, such work must be commenced within six months after the casualty and substantially within twenty-four months after the casualty.

Article 8

Compliance

- A. Failure to comply with any of the terms hereof or the Design Guidelines or the Rules of Regulations shall be grounds for relief, including without limitation, of an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for herein and any other relief afforded by a court of competent jurisdiction, including attorneys' fees, all of which relief may be sought by The City of Milford and/or its managing agent. Before an action may be sought, the City shall notify the Owner against whom such action would be brought, the reason for the action, and shall be given an opportunity to be heard in a public hearing before the Board of Adjustment.

Article 9

Amendments

This Declaration of Covenants, Conditions, Restrictions and Easements, as herein stated, may, from time to time, be amended by Resolution. Such amendment, supplement, or change shall not become effective except by majority vote of City Council.

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IN WITNESS WHEREOF, the City of Milford, has caused Resolution 2023-19 to be executed this 11th day of September, 2023.

CITY OF MILFORD

Jehesa K. Hudson
Attest/City Clerk

Arthur J. Campbell (SEAL)
By: Mayor Arthur J. Campbell

STATE OF DELAWARE)
) SS.
COUNTY OF SUSSEX)

On this 11th day of September 2023, before me, a Notary Public in and for said County, personally came Arthur J. Campbell, Mayor of the City of Milford, Delaware, a Municipal Corporation, to me personally known to be the respective officer of said Municipal Corporation and the identical person whose name is affixed to the foregoing instrument.

WITNESS my hand and Notarial Seal the day and year last above written.

Katrina L. White
Notary Public
July 23, 2025
Date Commission Expires

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EXHIBIT B
Legal Description
LANDS OF MILFORD INDEPENDENCE COMMONS

September 19, 2008

ALL that piece or parcel of land, hereinafter described, situate, lying and being on the northerly side of Airport Road, the easterly side of Canterbury Road and being located in Milford Hundred, Kent County, Delaware, being all of Parcels 3,4,5,6,7,8,9,10,11, 12,13,14,15,16,17,18, lands of the City of Milford, lands of the State of Delaware, Delaware Veterans Boulevard, Patriots Way, West Liberty Way and East Liberty Way as shown on a plat entitled "Milford Independence Commons", completed by Davis, Bowen & Friedel, Inc., dated July 2005 and revised September 2008; said piece or parcel of land being more particularly described as follows:

BEGINNING at a point formed by the intersection of the northerly right-of-way line of Airport Road, (County Road 407) 60 feet wide, with the easterly right-of-way line of Delaware Veterans Boulevard, width varies, said point being the southerly end of a daylight easement to Airport Road,

1) Thence, leaving said right-of-way line of Delaware Veterans Boulevard and coincident with said right-of-way line of Airport Road the following (5) courses and distances, North 69 degrees 39 minutes 23 seconds West 488.77 feet to a point,

2) Thence, along a curve to the left having a radius of 860.89 feet, an arc length of 308.55 feet and a chord bearing and distance of North 79 degrees 52 minutes 40 seconds West 306.91 feet to a point,

3) Thence, South 89 degrees 50 minutes 48 seconds West 625.08 feet to a point,

4) Thence, North 85 degrees 22 minutes 25 seconds West 113.11 feet to a point,

5) Thence, South 89 degrees 51 minutes 46 seconds West 250.00 feet to a point at the southerly end of a daylight easement to Canterbury Road, (Delaware Route 15) width varies,

6) Thence, leaving said right-of-way line of Airport Road and coincident with said daylight easement North 54 degrees 03 minutes 53 seconds West 58.55 feet to a point on the easterly right-of-way line of aforementioned Canterbury Road,

7) Thence, coincident with said right-of-way line of Canterbury Road the following (2) courses and distances, along a curve to the left, having a radius of 2580.67 feet, an arc distance of 254.27 and a chord bearing and distance of North 01 degrees 49 minutes 13 seconds West 254.17 feet to a point,

8) Thence, North 16 degrees 51 minutes 33 seconds West 64.34 feet to a point on the southerly line of lands of, now or formerly Donald B. & Renee A. Smith as recorded in the Office of the Recorder of Deeds in and for Kent County and the State of Delaware in deed book D-485, page 249,

9) Thence, leaving aforementioned right-of-way of Canterbury Road and coincident with said Smith lands, the following (2) courses and distances, North 83 degrees 51 minutes 24 seconds East 268.17 feet to a point,

10) Thence, North 06 degrees 09 minutes 25 seconds West 160.12 feet to a point, on the easterly line

of lands of, now or formerly Beverly H. Messick, as recorded in the aforementioned Office of the Recorder of Deeds in deed book D-681, page 186,

11) Thence, leaving said Smith lands and coincident with said Messick Lands North 06 degrees 09 minutes 50 seconds West 275.24 feet to a point, on the easterly line of lands of, now or formerly Richard F. & Emma I. Farley, as recorded in the aforementioned Office of the Recorder of Deeds in deed book D-424, page 69,

12) Thence, leaving said Messick lands and coincident with said Farley lands, North 03 degrees 36 minutes 52 seconds West 165.08 feet to a point at the easterly end of a private road,

13) Thence, leaving said Farley lands and coincident with said end of private road and in part coincident with lands of, now or formerly Kevin J. & Christine I. Docherty, as recorded in the aforementioned Office of the Recorder of Deeds in deed book M-42, page 62, North 03 degrees 03 minutes 55 seconds East 143.13 feet to a point, on the southerly line of lands of, now or formerly Paynter A. & Joyce E. Lynch, as recorded in the aforementioned Office of the Recorder of Deeds in deed book D-424, page 273,

14) Thence, leaving said Docherty lands and coincident with said Lynch lands the following (2) courses and distances, South 87 degrees 07 minutes 56 seconds East 221.36 feet to a point,

15) Thence, North 02 degrees 49 minutes 41 seconds East 197.76 feet to a point on the easterly line of lands of, now or formerly Dr. Brent & Gwendlyn Elliott, as recorded in the aforementioned Office of the Recorder of Deeds in deed book B-33, page 117, said point also being in the centerline of Swan Creek Branch,

16) Thence, leaving said Lynch lands and coincident by and with the centerline of said branch also coincident with said Elliott lands also coincident with lands of now or formerly Ronald & Debbie Lavere as recorded in the aforementioned Office of the Recorder of Deeds in deed book, A-46 page 229, also coincident with lands of, now or formerly Edward Ripper as recorded in the aforementioned Office of the Recorder of Deeds in deed book P-49, page 239, also coincident with lands of, now or formerly Marty A. & Robin Lavere Messick as recorded in the aforementioned Office of the Recorder of Deeds in deed book 2123, page 193, also coincident with lands of, now or formerly Roger & Ruth Ann Minner as recorded in the aforementioned Office of the Recorder of Deeds in deed book I-30, page 53, also coincident with lands of, now or formerly James A. Bowman as recorded in the aforementioned Office of the Recorder of Deeds in deed book D-397, page 3, the following (20) courses and distances, North 02 degrees 36 minutes 13 seconds West 24.24 feet to a point,

17) Thence, North 26 degrees 41 minutes 21 seconds East 74.64 feet to a point,

18) Thence, North 73 degrees 46 minutes 40 seconds East 40.42 feet to a point,

19) Thence, North 60 degrees 55 minutes 03 seconds East 45.25 feet to a point,

20) Thence, North 64 degrees 17 minutes 03 seconds East 70.86 feet to a point,

21) Thence, North 31 degrees 59 minutes 01 seconds East 40.16 feet to a point,

22) Thence, North 33 degrees 34 minutes 30 seconds East 52.71 feet to a point,

- 23) Thence, North 37 degrees 04 minutes 53 seconds East 56.03 feet to a point,
- 24) Thence, North 01 degrees 26 minutes 29 seconds West 27.35 feet to a point,
- 25) Thence, North 84 degrees 23 minutes 10 seconds East 69.26 feet to a point,
- 26) Thence, North 56 degrees 08 minutes 29 seconds East 357.40 feet to a point,
- 27) Thence, North 05 degrees 30 minutes 15 seconds East 30.70 feet to a point,
- 28) Thence, North 43 degrees 22 minutes 30 seconds East 137.43 feet to a point,
- 29) Thence, North 38 degrees 15 minutes 15 seconds East 111.56 feet to a point,
- 30) Thence, North 84 degrees 35 minutes 41 seconds East 160.76 feet to a point,
- 31) Thence, North 65 degrees 09 minutes 48 seconds East 148.49 feet to a point,
- 32) Thence, North 27 degrees 47 minutes 42 seconds East 92.54 feet to a point,
- 33) Thence, North 46 degrees 29 minutes 11 seconds East 146.05 feet to a point,
- 34) Thence, North 81 degrees 54 minutes 47 seconds East 126.16 feet to a point,
- 35) Thence, North 73 degrees 40 minutes 00 seconds East 19.83 feet to a point on the westerly line of lands of, now or formerly Delaware Hospice, Inc. as shown on aforementioned plat of "Milford Independence Commons"
- 36) Thence, leaving the centerline of aforementioned Swan Creek Branch and coincident with said Delaware Hospice lands, South 11 degrees 05 minutes 32 seconds East 937.30 feet to a point on the northerly line of lands of, now or formerly Darren J. & Judith M. Sobota as recorded in the aforementioned Office of the Recorder of Deeds in deed book D-170, page 321,
- 37) Thence, leaving said Delaware Hospice lands and coincident with said Sobota lands South 73 degrees 28 minutes 51 seconds West 178.71 feet to a point on the southerly line of lands of, now or formerly P.J. Walker as recorded in the aforementioned Office of the Recorder of Deeds in deed book D-543, page 132,
- 38) Thence, leaving said Sobota lands and coincident with said Walker lands, also coincident with lands of, now or formerly Melody Booker-Gardner as recorded in the aforementioned Office of the Recorder of Deeds in deed book D-704, page 292, also coincident with lands of, now or formerly Randy E. Marvel, as recorded in the aforementioned Office of the Recorder of Deeds in deed book D-543, page 128, South 65 degrees 33 minutes 59 seconds East 1525.85 feet to a point on the westerly line of lands of, now or formerly John K. & Joseph A. Huber as recorded in the aforementioned Office of the Recorder of Deeds in deed book Q-51, page 151,
- 39) Thence, leaving said Marvel lands and coincident with said Huber lands, also coincident with lands of, now or formerly Anthony & Elizabeth Cadiz as recorded in the aforementioned Office of the

Recorder of Deeds in deed book Z-53, page 310, also coincident with lands of, now or formerly Henry F. & Barbara G. Traute as recorded in the aforementioned Office of the Recorder of Deeds in deed book D-152, page 219, also in part coincident with lands of, now or formerly Raymond D. & Marianne Flavin Jr. as recorded in the Office of the Recorder of Deeds in deed book I-54, page 27, South 31 degrees 53 minutes 34 seconds West 850.72 feet to a point on the northerly line of lands of, now or formerly Tim Johnson as recorded in the aforementioned Office of the Recorder of Deeds in deed book D-286, page 59, being designated as Parcel 2 on aforementioned plat of "Milford Independence Commons"

40) Thence, leaving said Flavin lands and coincident with said Parcel 2, also coincident with other lands of, now or formerly Tim Johnson as recorded in the aforementioned Office of the Recorder of Deeds in deed book D-592, page 1, being designated as Parcel 1 on aforementioned plat of "Milford Independence Commons" the following (9) courses and distances, North 58 degrees 09 minutes 09 seconds West 420.55 feet to a point,

41) Thence, South 31 degrees 42 minutes 14 seconds West 214.19 feet to a point,

42) Thence, along a curve to the right, having a radius of 95.00 feet, an arc distance of 130.17 and a chord bearing and distance of South 70 degrees 57 minutes 28 seconds West 120.22 feet to a point,

43) Thence, North 69 degrees 47 minutes 16 seconds West 323.55 feet to a point,

44) Thence, along a curve to the left, having a radius of 30.00 feet, an arc distance of 47.12 and a chord bearing and distance of South 65 degrees 12 minutes 44 seconds West 42.43 feet to a point,

45) Thence, South 20 degrees 12 minutes 44 seconds West 110.55 feet to a point,

46) Thence, South 12 degrees 20 minutes 44 seconds West 75.74 feet to a point,

47) Thence, South 20 degrees 20 minutes 58 seconds West 47.82 feet to a point,

48) Thence, South 24 degrees 39 minutes 02 seconds East 106.01 feet to the point and place of beginning; **CONTAINING** 98.25 acres of land, more or less.

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Enterprise Permitting & Licensing Credit Card Fees

February 24, 2025



EP&L Credit Card Fees

- ▶ Based on the current Tyler Payments contract, credit card fees associated with transactions through Tyler Enterprise Permitting & Licensing are being absorbed by the City.
- ▶ This includes building permits, land use applications, business licenses, code enforcement invoices, etc.
- ▶ EP&L online payments became available August 19, 2024.
 - ▶ Prior to Tyler implementation, transaction fees for EP&L card payments were passed through to customers, which is a common practice for governmental service fees and property taxes.
- ▶ If passed through to customers, the service fee is 3.95% with a minimum \$2.50 per transaction.



EP&L Credit Card Fees

- ▶ Since implementation, the City has absorbed \$18,069.63 in credit card fees associated with EP&L transactions, \$4,646 of which is attributable to general fund activity.
- ▶ Card transactions totaled \$616,435.43 since August 19, 2024.
- ▶ Credit card transaction fees were not budgeted in the FY26 Planning Department Operating Budget or in the revenue centers attributable to the EP&L transactions.
- ▶ The projected impact on an annual basis is approximately \$45,000 per year, which would increase or decrease based on card utilization.



EP&L Credit Card Fees

- ▶ EP&L collects a variety of revenue associated with permits and licenses.
- ▶ This includes revenue for water, sewer, electric, Kent County sewer, volunteer fire company enhancement fund, police and general government enhancement fund and general fund.



Percentage of Credit Card Payments Revenue

Revenue Type	Percentage
General Fund	16.39%
General Fund - Planning/Zoning/Engineering	1.30%
Volunteer Fire Company Enhancement Fund	2.00%
Police & General Government Enhancement Fund	6.01%
Electric	3.54%
Electric Impact Fee	5.17%
Water	1.68%
Water Impact Fee	27.05%
Sewer Impact Fee	13.68%
Kent County Sewer Impact Fee	23.16%



Discussion

- ▶ Does City Council want the City to continue to absorb these credit card service fees OR does City Council want the City to pass the 3.95% service fee (or any future negotiated service charge) through to the customer, consistent with previous treatment of card payments?
- ▶ The mix of revenue types charged through EP&L complicates the merits of the argument, especially considering Tyler's merchant services group requires that we either pass through the charges or not for all EP&L transactions.
 - ▶ Despite the diverse mix of revenue types within EP&L, all activity processed through EP&L is categorized as governmental services, the card fees for which are typically passed through to customers.
 - ▶ Some of the revenue types charged through EP&L are contractual pass-throughs to other organizations, such as the Kent County Sewer Impact Fee and the Volunteer Fire Fees.
 - ▶ Staff recommends against absorbing the costs for pass-through fees - especially the Kent County Sewer Impact Fee - 100% of which the City is contractually required pass along to Kent County.