

City of Milford



AGENDA

Council Meeting

August 27, 2012

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

7:00 P.M.

COUNCIL MEETING

Call to Order - Mayor Joseph Ronnie Rogers

Invocation

Pledge of Allegiance

Recognition

Communications

Unfinished Business

Annexation Committee Recommendation/City of Milford Property

Adoption/Ordinance 2012-13/Water Code/Removal of Permitted Wells

Meadows at Shawnee HOA Property Tax Exemption Request

New Business

Introduction/Ordinance 2012-14/Property Tax Rollback and Increase

Adoption of City of Milford Tax Warrant/FY 2012-2013

Purchase and/or Authorize Condemnation of Sewer Easement for Additional Public Utility Easements on Key Property Parcel

FY2012-13 Budget Adjustment/Hearthstone Manor Easement Appraisal

Black Dot Wireless LLC Lease Agreement (AT&T)*

Approval of St. John's Oktoberfest & Alcohol Sales

Economic Development Advisory Panel Appointments

City of Milford Planning Commissioner (Re)Appointments

Adoption/Resolution 2012-11/Extending Payment Deadline for Property Taxes

Adoption of Resolution 2012-12/Fall Clean-Up Week

Introduction of Ordinance 2012-19/Sewer Code/Chapter 185/Impact Fee Exemption

Introduction of Ordinance 2012-20/Water Code/Chapter 222/Impact Fee Exemption

Introduction of Ordinance 2012-21/Electrical Standards/Chapter 192/Impact Fee Exemption

Introduction of Ordinance 2012-22/Taxation/Chapter 204/Exemption

Adjourn

PUBLIC HEARING

Annexation

Adoption of Ordinance 2012-15/Change of Zone/City of Milford Parcel

WORKSHOP

Call to Order - Mayor Joseph Ronnie Rogers

Milford Food Bank/Branch Director Chad Robinson

Sign Code Ad-Hoc Committee Recommendations/Zoning Code/Amendments to Sign Ordinance

Adjourn

SUPPORTING DOCUMENTS MUST BE SUBMITTED TO THE CITY CLERK IN ELECTRONIC FORMAT NO LATER THAN ONE WEEK PRIOR TO MEETING; NO PAPER DOCUMENTS WILL BE ACCEPTED OR DISTRIBUTED AFTER PACKET HAS BEEN POSTED ON THE CITY OF MILFORD WEBSITE

This agenda shall be subject to change to include additional items including executive sessions or the deletion of items including executive sessions which arise at the time of the public body's meeting.

DELAWARE LEAGUE OF LOCAL GOVERNMENTS

ANNUAL CONFERENCE

September 23, 2012

SHERATON DOVER HOTEL

1570 North DuPont Highway

Dover, Delaware

The Delaware League of Local Government's Annual Conference will be held on **Sunday, September 23, 2012 at the Sheraton Conference Center in Dover, Delaware.** Barrett Edwards, lawyer with the law firm of Hudson Jones, Jay Work & Fisher LLC, will discuss the most recent ruling by the Attorney General opinion of Freedom of Information pertaining to several of our Municipalities. He will also discuss the New Amendment to the FIOA statute. Plan to attend and be informed on the latest changes to the FIOA statute.

We will also be honoring our *Police Chief, Police Officer, City Manager and City Clerk* of the year and distributing the *2012-2013 DLLG Municipal Directory*.

Program Agenda:

2:00 - 3:00 pm Registration
3:00 - 4:00 pm Presentation by Barrett Edwards
4:00 - 5:00 pm Social Hour
5:00 - 6:00 pm Dinner
6:00 - 7:00 pm League Business Meeting and Presentation of Awards
Please bring your Spouse, State Senator, State Representative as your guest.

NEXT MEETING: November 15, 2012

Special diets can be accommodated with 24 hour notice.

WE MUST HAVE YOUR RESERVATION NO LATER THAN September 14, 2012.

Mail to: Delaware League of Local Governments

P.O. Box 484 Dover, DE 19903

Telephone: 302-678-0991

Fax: 302-678-4777

Email: gwright@udel.edu

_____ will have _____ attendees
(Municipality/County/Agency)

PLEASE LIST THE NAMES OF THOSE ATTENDING:

Name

Name

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

- () Check enclosed for () dinners @ \$25.00 each
- () Please direct bill the Municipality/County/Agency
- () Payment will be made at the door
- () Enclosed for () dinners @ 25.00 each



The Board of Directors of
Delaware Municipal Electric Corporation
Cordially invite you to their
Eighteenth Annual
Dinner Meeting

Annual Update
Meeting the Electric Industry Challenges
and Bringing Members Value
Patrick E. McCullar, President and CEO
Delaware Municipal Electric Corporation

Wednesday, September 26, 2012

Social Hour	5:30pm
Dinner	6:30pm

Dover Downs Hotel
1131 North DuPont Highway
Dover, Delaware 19901

R.S.V.P. (302) 653-2733 by September 14, 2012



MILFORD COMMUNITY PARADES, INC.
P.O. Box 1153 **Milford, DE 19963**

July 18, 2012

City of Milford
Mayor
City Council
Walnut St
Milford, DE 19963

Dear Mayor and City Council:

On behalf of Milford Community Parades, Inc., thank you for accepting our request to hold the annual Milford Community Parade, October 17, 2012. I am requesting on behalf of the Committee, a financial contribution in the form of sponsorship and the opportunity to raise additional funds from the citizens through the utilities billing during the month of August/September. In addition, we are requesting the use of the City's reviewing stand at Gooden's Floral Shop, and the use of the Municipal parking area across from M&T Bank. For many year's we have gained approval from the Parking Authority to utilize this lot for a vendor to park. And finally, to request a meeting with the Chief of Police and City representative to review current year plans.

Since 1984, I and other current committee members have strived to develop a parade in the city for the citizens and surrounding communities, full of exciting characters and wonderful musical sounds. We also request the city make an annual investment/sponsorship of \$5,000 towards the Committee's parade goals, and to promote the City of Milford as a community full of great architecture, unique shopping experiences, beautiful people and a place to live, play, and work in.

Our Committee is incorporated for the sole purpose of raising funds and organizing the annual parade. We are in the process of applying for 501(c)3 status with the federal government. No one is paid a salary or wage and no one receives a stipend for their volunteer efforts. The investment will be ear-marked for the sole purpose of promoting the parade through broadcast medias, (taping and/or advertisements). We would also include the City as the Presenting Sponsor for the Philadelphia String Band to be featured. Together, the City of Milford AND Milford Community Parades, Inc. can enhance our reach in promoting the City of Milford as THE place for business to thrive, citizens to be employed, and families to enjoy living.

Thank you for your consideration,

Charles Gray
2012 Chairperson
302.604.9446

ANNEXATION COMMITTEE REPORT

TO: Mayor Ronnie Rogers & City of Milford Council Members

FROM: Annexation Committee

DATE: August 23, 2012

RE: Annexation Committee Report

A public meeting was held in Council Chambers on August 20, 2012 to consider the annexation request for lands described as:

Property Owner:	City of Milford
Location:	South of Rt 113, Near Transfer Station
Size:	4.23 acres
Existing Zoning:	AR-1
Proposed Zoning:	C-3
Tax Map and Parcel Number:	1-30-6.00-94.00 (part of)

The Annexation Committee of the City of Milford City Council recommends approval of the application, with the following comments:

1.	Annexation is consistent with the "Comprehensive Land Use Plan".
2.	Property is contiguous to existing City Limits.
3.	Any changes to the property would be subject to review by the City of Milford Planning Commission and/or City Council.
4.	Property will be served by City Electric, Sewer, and Water.
5.	The property will house a new Milford substation, which would be in city limits, giving us complete control over the parcel.
6.	The construction of the substation will enhance the City electric capacity, prevent outages and modernize the City's overall system.
7.	The City will benefit through additional revenues, including taxes and the sale of water, sewer and electric.
8.	Upon Council approval, a Municipal Annexation Plan of Services will be submitted to the Office of State Planning for their approval.

The property should be annexed with the following zoning classification: C-3

Council Representative/Committee Chairman	Date
Council Representative	Date
Council Representative	Date
Planning Commission Chairman	Date

City of Milford
ORDINANCE NO. 2012-13

Whereas, the City of Milford operates a municipal utility company which provides water, sewer and electrical services to properties within the City of Milford and beyond; and

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

Whereas, it is necessary that these services be utilized and that for health and safety purposes, persons within the City of Milford not be allowed to build and maintain separate water wells for public, industrial or irrigation purposes; and

Whereas, wells will only be permitted for those specific uses described in the ordinance and only after a permit has been issued by the Delaware Department of Natural Resources and approval has been granted by the City of Milford.

NOW, THEREFORE, the City of Milford hereby ordains:

§222-32 shall be amended by rescinding subparagraph §222-32B(6) as shown below:

§ 222-32 - Wells.

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

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

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

~~(6) Public, industrial or irrigation wells are permitted upon approval of City Council.~~

Dates.

Introduction: August 13, 2012

Adoption: August 27, 2012

Effective: September 6, 2012

MEADOWS AT SHAWNEE H.O.A.

BASIS OF TAX ASSESSMENT

3-30-11.00 791.00

	Initials	Date
Prepared By		
Approved By		

© WILSON JONES G7204 GREEN

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40
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							1308.98																																
							AMT PAID.																																

2 The Circle (PO Box 589), Georgetown, DE 19947 | (302) 855-7700 | 7-1-1 (in-state TTY)



- Government
- Residents
- Visitors
- Business
- Online Services
- About SC

Home > Online Services > Property Tax Information > Tax Search > General Information

Font size: A A A

General Information

PROPERTY DETAILS

- **General Information**
- **Payment Status**
- **Appraisal & Assessment Info**
- **Sales Info**
- **Property Description**
- **Council District**
- **Tax Summary**
- **County Taxes**
- **School Taxes**
- **Change Billing Address**
- **Map of Property**

District-Map-Parcel:	3-30 11.00 790.00
Owner(s) Names	MEADOWS AT , SHAWNEE HOMEOWNERS ASSOCIATION INC
Property Address	MEADOWS AT SHAWNEE OPEN AREA
Billing Address	2044 SUNSET LAKE RD NEWARK , DE 19702
Land Use	Miscellaneous
Zoning	-No Zoning Code Specified-
Town/Municipality	Millford
Fire District(s)	Not Specified Fire District
Tax Ditch(es)	-No Ditch Records-
Sewer/Water District	-No Sewer Records-

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[Close Window] [Print Details]

SussexCounty, Delaware

Treasury Division

P.O. Box 429, Georgetown, DE 19947-0429

(302) 855-7760

Tax Summary

Detailed property Information for : 3-30 11.00 790.00

Owners Name(s):

MEADOWS AT
SHAWNEE HOMEOWNERS

District - Map - Parcel

3-30 11.00 790.00

Billing Address:

MEADOWS AT
SHAWNEE HOMEOWNERS

Additional Owners:

2044 SUNSET LAKE RD
NEWARK , DE 19702

Property Description:

MEADOWS AT SHAWNEE
OPEN AREA

Deed Book Information:

Deed Book : 3662
Deed Page: 212

School District:

Milford School District

Property Appraised Value Information:

Land Appraised Value:	\$4,000.00
Improvement(s) Appraised Value:	\$0.00
Total Appraised Value:	\$4,000.00

Other Property Information:

Land Use: Miscellaneous

Acres: 2.01

Town: Milford

Fire Districts: Fire District

2 The Circle (PO Box 589), Georgetown, DE 19947 | (302) 855-7700 | 7-1-1 (in-state TTY)



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General Information

PROPERTY DETAILS

- General Information
- Payment Status
- Appraisal & Assessment Info
- Sales Info
- Property Description
- Council District
- Tax Summary
- County Taxes
- School Taxes
- Change Billing Address
- Map of Property

District-Map-Parcel:	3-30 11.00 791.00
Owner(s) Names	MEADOWS AT , SHAWNEE HOMEOWNERS ASSOCIATION INC
Property Address	MEADOWS AT SHAWNEE S W M
Billing Address	2044 SUNSET LAKE RD NEWARK , DE 19702
Land Use	Miscellaneous
Zoning	-No Zoning Code Specified-
Town/Municipality	Milford
Fire District(s)	Not Specified Fire District
Tax Ditch(es)	-No Ditch Records-
Sewer/Water District	-No Sewer Records-

SEARCH

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SussexCounty, Delaware

Treasury Division

P.O. Box 429, Georgetown, DE 19947-0429

(302) 855-7760

Tax Summary

Detailed property Information for : 3-30 11.00 791.00

Owners Name(s):

MEADOWS AT
SHAWNEE HOMEOWNERS

District - Map - Parcel

3-30 11.00 791.00

Billing Address:

MEADOWS AT
SHAWNEE HOMEOWNERS

Additional Owners:

2044 SUNSET LAKE RD
NEWARK , DE 19702

Property Description:

MEADOWS AT SHAWNEE
S W M

Deed Book Information:

Deed Book : 3662
Deed Page: 212

School District:

Milford School District

Property Appraised Value Information:

Land Appraised Value:	\$2,400.00
Improvement(s) Appraised Value:	\$0.00
Total Appraised Value:	\$2,400.00

Other Property Information:

Land Use: Miscellaneous

Acres: 6.89

Town: Milford

Fire Districts: Fire Distrctct

Meadows at Shawnee HOA Parcels

According to Sussex County Tax Department, an HOA can file a 503C form and submit it to the county seeking exemption from County taxes.

Currently both parcels owned by the Meadows at Shawnee HOA are exempt.

PUBLIC NOTICE
CITY OF MILFORD
ORDINANCE NO. 2012-14

NOTICE IS HEREBY GIVEN the following ordinance is currently under review by the City Council of the City of Milford with final action scheduled on September 10, 2012:

WHEREAS, the 2011/2012 fiscal year property tax rate for the City of Milford is \$.46 per hundred of assessed value and the total assessed value of property as of July 1, 2011 was \$778,980,803; and

WHEREAS, upon the completion of the 2012 city-wide reevaluation, the total assessed value in 2012/2013 is found to be \$1,003,188,103; and

WHEREAS, Delaware State Law 22 Delaware Code Section 1105 (b) requires municipalities to calculate a "rolled-back" tax rate so as to provide the same tax revenue as was levied during the prior fiscal year and to state that the percent, if any, by which the property tax rate to be levied exceeds the "rolled-back" property tax rate.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF MILFORD:

That the City of Milford "rolled-back" tax rate is \$.38 per hundred of assessed value, and the 2012/2013 tax rate is to be set at \$.46 per hundred of assessed value, the increase over the rolled-back tax rate being 21%.

Dates:

Introduction: August 27, 2012

Adopted: September 10, 2012

Effective: September 20, 2012

City of Milford



GREETINGS:

The Charter of the City of Milford provides the following:

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

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

Assessed Per Billing Register	\$1,003,188,103
Exemptions	[212,645,500.00]
TOTAL ASSESSED VALUE	\$790,542,603.00
$\underline{\hspace{2cm}} \times .0046$	
ESTIMATED TAX PER PROPERTY VALUES	\$3,636,496.00
Senior Citizen Discount	[28,888.00]
TOTAL TAXABLE (Fiscal Year 2011-2012)	\$3,607,608.00

Adopted this 27th day of August 2012.

Mayor Joseph R. Rogers

City Clerk Teresa K. Hudson

Jeffrey Portmann

From: David Rutt <dnrutt@mooreandrutt.com>
Sent: Wednesday, August 15, 2012 3:29 PM
To: Richard D. Carmean
Cc: Jeffrey Portmann
Subject: FW: Request for Bid: Appraisal of Hearthstone Manor - Parcel 84 (2 permanent easements) for City of Milford

Richard,

I met yesterday with Pam Bursler who is the appraiser I suggested for the Hearthstone/West Shores easement. This is her estimate for the work. It is higher than I thought it would be, but she is the best around on easements and this is an unusual situation. She does most if not all of the easement and right of way appraisals for DeIDOT and DNREC, as well as Sussex County, so she is familiar with the requirements of appraisals, meeting with land owners etc. for condemnations. I e-mailed her when this came in and told her I needed City approval of the cost. If this is not acceptable, I will find someone else who may be cheaper and Pam would only be paid for the meeting and whatever preliminary work she may have done. Please advise me on how to respond. She wants to get a lot of the leg work done and actually go on site next Monday or Tuesday.

David

From: Pam Bursler [<mailto:pam@wrmccain.com>]
Sent: Wednesday, August 15, 2012 3:16 PM
To: David Rutt
Cc: Commercial
Subject: Request for Bid: Appraisal of Hearthstone Manor - Parcel 84 (2 permanent easements) for City of Milford

David, it was a pleasure meeting you yesterday and I appreciate all of the materials and information you provided regarding the history of the permanent "sewer" easements. Our fee to prepare a new appraisal that determines a value associated with the remaining rights of these two easements would be \$1,950. I should be able to complete the report no later than September 30. In all likelihood, however, I may be able to improve on that date by a couple of weeks. I'll do everything in my power to accomplish that.

If I have any further questions about the project, I'll be sure to contact you directly. Also, I'll send you another e-mail on Friday afternoon to let you know if I've heard from the owners and when I plan to do the inspection.

Thank you,
Pam

Pamela J. Bursler, R/W-AC
W. R. McCain & Associates, Inc.
205 Executive Plaza
Salisbury, MD 21804
Phone: 410-742-3201 Ext. 121
Fax: 410-860-5313
E-mail: pam@wrmccain.com
www.wrmccain.com

RICHARD SAID HE
WANT TAKE
THIS COUNCIL
TO HAVE FUNDS
APPROVED FROM
ELECTRIC RESERVES



AT&T Lease Optimization Program
c/o Black Dot Wireless (as agent for AT&T and its subsidiaries)
27271 Las Ramblas, Suite 200
Mission Viejo, California 92691



07/17/2012

Richard
City Of Milford
201 S. Walnut Street,
Milford, DE 19963

Re: AT&T Cell Site Lease

Dear Richard,

By now you may have heard news about AT&T's plans to incorporate a **Long Term Evolution/4th generation ("LTE/4G")** technology standard into its network. As a strategic partner of ours, it is important we keep you apprised of any activities AT&T is involved with regarding our cell site at your location. To prepare for this technology, AT&T needs to take immediate steps to make each of the cell sites in their network more efficient and cost effective.

During the next twelve (12) months, AT&T will be analyzing every cell site location to best determine a plan of action to improve operational flexibility and reduce expenses. Many variables will go into this analysis including proximity to other sites, costs of operating the site (i.e. rent) and the ability to modify and/or expand the site.

Black Dot Wireless, LLC ("Black Dot") may have contacted you in the past regarding your participation in the **Lease Optimization Program**. For the thousands of Landlords who have previously extended consideration to AT&T in the form of Rent Reductions and Lease Language Enhancements and have received Rent Guarantees for this consideration, we thank you for participating and you may disregard this letter. For landlords who haven't participated yet, AT&T urges you to consider this opportunity to strengthen your strategic relationship through this program.

AT&T values its association with you and looks forward to continuing this partnership for the long term.

Sincerely,

Gregory D. Ohmer
Area Manager Real Estate Transactions
AT&T Mobility

Black Dot Wireless Contact Information:

AT&T Lease Optimization Program
c/o Black Dot Wireless
27271 Las Ramblas, Suite 200
Mission Viejo, California 92691
Toll free: 866-712-8135
Fax: 866-712-8136
www.attlandlords.com
info@attlandlords.com

FOCUS ID: WS-36067.1FA #: 10039065
PLEASE REFERENCE YOUR FOCUS ID AND FA NUMBER WHEN CALLING.

**AT&T's Lease Optimization Program is optional and participation is not required. AT&T will continue to abide by the terms of your original Lease Agreement, including exercising its termination rights where they exist.

AT&T LEASE OPTIMIZATION TERM SHEET

To: Richard
From: Leland Peneku, Lease Consultant Landlord Initial: _____
Subject: WS-36067.1
Date: 7/17/2012 Tenant Initial: _____
Version: AT&T Traditional Program (V.1.0.1)

I would like to thank you for the many years that you have been a landlord with AT&T or its predecessors. We have shared a mutually beneficial relationship which AT&T has truly appreciated.

AT&T is actively reviewing its portfolio of sites to determine ways to make its network more efficient and economical. Specifically, AT&T is requesting a rent reduction for the site located at:
10th Street And Rehoboth Blvd, Milford, Delaware, 19963

Date of New Amendment:	9/1/2012
-------------------------------	-----------------

New Rent

A.	New Base Rent	\$11,760.00
B.	New Rent Frequency	Annually
C.	New Escalation	5.00%
D.	New Escalation Frequency	Term

New Term

A.	New Initial Term (mo)	60
B.	Number of Renewal Terms	5
C.	Additional Term Length (mo)	60
D.	Total Term (mo):	360

Rent Guarantee

A.	Rent Guarantee (mo)	60
B.	Rent Guarantee Value	\$58,800.00

New Termination Notice

A.	New Termination Notice (days)	30
----	-------------------------------	----

Other

- A. Verify or write in the correct legal ownership for this Site. **Is this correct? Yes / No**
City of Milford
- B. Verify or write in the correct physical address for this Site. **Is this correct? Yes / No**
10th Street And Rehoboth Blvd, Milford, Delaware, 19963
- C. Verify or write in the correct address for notice and correspondence. **Is this correct? Yes / No**
City of Milford, 201 S. Walnut St., Milford, Delaware, 19963

**This proposal is not a binding commitment and is subject to review and approval of documentation by all parties. Participating in this program is not required and AT&T will continue to abide by the terms of your original Lease Agreement, including exercising termination rights where they exist.

Cell Site No. _____
Cell Site Name: _____
Fixed Asset No. _____
Market: _____
Address: _____

[[NUMBER]] AMENDMENT TO LEASE AGREEMENT

THIS [[NUMBER]] AMENDMENT TO LEASE AGREEMENT ("Amendment") dated as of the later date below is by and between [[Landlord Vesting]], having a mailing address at [[Landlord Address]] (hereinafter referred to as "Landlord") and [[Tenant Vesting]] having a mailing address at [[Tenant Notice Address]] (hereinafter referred to as "Tenant").

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated [[Lease Execution Date]] whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at [[Site Address 1]], [[Site Address 2]], [[Site City]], [[Site State]] [[Site ZIP]] ("Agreement"); and

WHEREAS, Landlord and Tenant desire to extend the term of the Agreement; and

WHEREAS, Landlord and Tenant desire to modify, as set forth herein, the Rent payable under the Agreement; and

WHEREAS, Landlord and Tenant desire to modify, as set forth herein, the Tenant's obligations to pay Rent to Landlord for a Rent Guarantee Period; and

WHEREAS, Landlord and Tenant, in their mutual interest, further wish to amend the Agreement as set forth below.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Term.** The Term of the Agreement shall be amended to provide that the Agreement has a new initial term of [[New Initial Term]] months ("New Initial Term"), commencing on [[New Term Commencement Date]]. As of such New Term Commencement Date, all remaining terms in the Agreement except as set forth herein shall be void and of no further force and consequence. The Term will be automatically renewed for up to [[Number of Renewal Term]] additional [[Length of Renewal Term]] month terms (each an "Extension Term") upon the same terms and conditions of the Agreement, as amended herein, without further action by Tenant, unless Tenant notifies Landlord in writing of Tenant's intention not to renew the Agreement at least sixty (60) days prior to the expiration of the then current Extension Term. Hereafter the defined term "Term" shall include the New Initial Term and any applicable Extension Term. Landlord agrees and acknowledges that except that as such permitted use or other rights may be amended herein, Tenant's may continue to use and exercise its rights under the Agreement as permitted prior to the New Initial Term.

2. **Termination.** In addition to any rights that may exist in the Agreement, after the Rent Guarantee Period, as defined below, Tenant may terminate the Agreement at any time with [[Termination Notice Period]] days prior written notice to Landlord for any or no reason provided Tenant pays to Landlord a termination fee equal to [[xxx]] months of the then current Rent.

3. **Modification of Rent.** Commencing on [[New Rent Commencement Date]], the Rent payable under the Agreement shall be \$[[New Base Rent]] annually, and shall continue during the Term, subject to adjustment, if any, as provided below.

Cell Site No. _____
Cell Site Name: _____
Fixed Asset No. _____
Market: _____
Address: _____

4. **Modification of Tenant's Obligation to Pay – Rent Guarantee.** Notwithstanding Tenant's obligations to pay Rent set forth under the Agreement, for a [[Rent Guarantee Period]] month period commencing [[Rent Guarantee Commencement Date]] and ending [[Rent Guarantee End Date]] ("Rent Guarantee Period"), Tenant's obligation to pay Rent is guaranteed and such obligation will not be subject to offset or cancellation by Tenant, except as due to loss from casualty or condemnation. Notwithstanding the foregoing, if Landlord exercises any of Landlord's rights to terminate the Agreement, if any, Tenant will be released from any and all of its obligations to pay Rent during the Rent Guarantee Period as of the effective date of the termination. In addition, Tenant shall be released from any and all of its obligations to pay Rent during the Rent Guarantee Period if any of the following shall occur: (a) Landlord is in breach of the Agreement, including but not limited to any default under the terms of the Agreement beyond any applicable grace and cure period; (b) there is a foreclosure of the Property; (c) the Landlord shall require Tenant to relocate Tenant's equipment and facilities to a location that is not acceptable to Tenant in its reasonable business judgment if allowed for in the Agreement, (d) any existing government permits and/or approvals cannot be obtained or maintained, at no fault of the Tenant or (e) Tenant terminates the Agreement pursuant to the terms of the Expansion of Permitted Use section as modified below. If this Agreement is further modified in the future with an obligation for Tenant to pay additional Rent, the payment of Rent guarantee established in this paragraph will not be diminished or limited, but such Rent guarantee will not extend to that future additional Rent obligation.

5. **Future Rent Payments.** The Agreement is amended to provide that commencing on [[xxxxxxx]], Rent shall be fixed during the Initial Term and all Extension Term(s).

5. **Future Rent Increase / Monthly Payments.** The Agreement is amended to provide that commencing on [[New Escalator Commencement Date]], Rent shall increase by xxx percent (xxx%) over the Rent paid during the previous year.

5. **Future Rent Increase / Annual Payments.** The Agreement is amended to provide that commencing on [[New Escalator Commencement Date]], Rent shall increase by xxx percent (xxx%) over the Rent paid during the previous year.

5. **Future Rent Increase / Extension Term Increase.** The Agreement is amended to provide that commencing on [[New Escalator Commencement Date]], Rent shall increase by xxx percent (xxx%) and at the beginning of each Extension Term, as applicable.

[[ENHANCEMENTS TO BE ADDED IF APPLICABLE]]
[Renumber paragraphs below if this language is used]

x. **Permitted Use.**

Tenant, its personnel, invitees, contractors, agents, subtenants, or its authorized sub lessees, or assigns may use the Premises, at no additional cost or expense, for the transmission and reception of any and all communications signals and to modify, supplement, replace, upgrade, expand, including but not limited to the number and type(s) of antennas, or refurbish the equipment and/or improvements thereon, or relocate the same within the Premises at any time during the term of this Agreement for any reason, or in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services or for any other reason. Landlord shall reasonably cooperate in obtaining governmental and other use permits or approvals necessary or desirable for the foregoing permitted use. If Landlord does not comply with the terms of this section, in addition to any other rights it may have at law, Tenant may terminate this Agreement and shall have no further liability to Landlord. If Landlord does not comply with the terms of this section, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant.

Cell Site No. _____
Cell Site Name: _____
Fixed Asset No. _____
Market: _____
Address: _____

x. **Reconfiguration/Expansion of Premises.**

Landlord grants, to the extent practicable and on a space available basis, , the Tenant the right to enlarge the premises or the Landlord shall make space available on the property for Tenant so that Tenant or its authorized sub lessees may implement any necessary modifications, supplements, replacements, refurbishments, or expansions to the Communication Facility or to any equipment related thereto, or for any other reasons, as determined by Tenant in its sole discretion. Should Tenant exercise the right to expand the Premises, Tenant will pay and Landlord will accept as additional Rent under the Lease an amount equal to the then current rent calculated on a per square foot basis as multiplied by each additional square foot added to the Premises. Upon notice to Landlord, a description and/or depiction of the modified Premises ground will become part of the Lease without any additional action on the part of Tenant and Landlord; however, at the request of Tenant, the parties will execute a Memorandum of Lease in recordable form memorializing the modification of the ground space of Landlord's Property, which either party may record at its option.

x. **Removal/Restoration.** In addition to the terms set forth in the Agreement, Landlord agrees that the Communications Facility and any related equipment brought to the Premises by Tenant, its agents, contractors, predecessors-in-interest or subtenants, shall be and remain Tenant's personal property or the personal property of its subtenant(s), as the case may be. Landlord waives any and all rights it may have, including any rights it may have in its capacity as Landlord under the Agreement to assert any liens, encumbrances or adverse claims, statutory or otherwise, related to or in connection with the Communications Facility or any portion thereof. Tenant, in its sole discretion, may remove the Communications Facility or any portion of the Communications Facility at any time during the Term of the Agreement, without notice to Landlord and without Landlord's consent. Notwithstanding any terms to contrary, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Tenant be required to remove from the Premises or the Property any foundations or underground utilities. Tenant, may, in its sole discretion, transfer any improvements or alterations to the Premises to Landlord at any time during the Term of the Agreement without notice to the Landlord and without the Landlord's consent.

x. **24/7 Access.** Landlord hereby grants to Tenant, its authorized sub lessees, and to any public or private utility serving Tenant's Communication Facility or related equipment, access to the premises and to and over the Property twenty-four hours per day, seven days per week (24/7), including but not limited to, access from an accessible, open and maintained public road to the premises, for the installation, maintenance, repair, modification, alteration, or refurbishment of the Communications Facility or any equipment related to such Communications Facility as such access is deemed necessary by Tenant, in its sole discretion, without the requirement of notice by Tenant to Landlord. In the event that any public or private utility serving Tenant's Communication Facility is unable to use the access provided to Tenant, the Landlord hereby agrees to grant additional access to Tenant or to such public or private utility, for the benefit of Tenant, at no cost to Tenant and pursuant to the same terms and conditions as noted above. The terms and conditions regarding access in the Agreement remain in full force and effect, except as modified by this paragraph.

x. **Sublease Rights.**

Language where prime Agreement was silent on consent and consent was presumed:

Tenant may sublease all or any portion of the Leased Property to any person or entity licensed by the FCC to operate wireless communications services (hereinafter, a "Subtenant") upon such terms and conditions as Tenant and Subtenant shall agree (each such agreement a "Sublease"), upon notice to Landlord. From and after the Effective Date hereof, provided a Sublease is subject to the terms and conditions of the Agreement as amended hereby and in consideration of the amended terms herein, Landlord's consent to a Subtenant or Sublease will not be required. Notwithstanding any terms in the Agreement to the contrary, no revenue sharing from sublessees shall be due to Landlord nor shall Landlord be responsible to review plans from Tenant or its sublessees.

Language where consent right appears specifically in a certain paragraph:

Amendment – Rent Reduction

Cell Site No. _____
Cell Site Name: _____
Fixed Asset No. _____
Market: _____
Address: _____

Notwithstanding anything in Section ____ of the Agreement or anything else in the Agreement to the contrary, Tenant may sublease all or any portion of the Leased Property to any person or entity licensed by the FCC to operate wireless communications services (hereinafter, a "Subtenant") upon such terms and conditions as Tenant and Subtenant shall agree (each such agreement a "Sublease"), upon notice to Landlord. From and after the Effective Date hereof, provided a Sublease is subject to the terms and conditions of the Agreement as amended hereby and in consideration of the amended terms herein, Landlord's consent to a Subtenant or Sublease will not be required.

6. **Acknowledgement.** Landlord acknowledges that: 1) this Amendment is entered into of the Landlord's free will and volition; 2) Landlord has read and understands this Amendment and the underlying Agreement and, prior to execution of the Amendment, was free to consult with counsel of its choosing regarding Landlord's decision to enter into this Amendment and to have counsel review the terms and conditions of the Amendment; 3) Landlord has been advised and is informed that should Landlord not enter into this Amendment, the underlying Agreement between Landlord and Tenant, including any termination or non-renewal provision therein, would remain in full force and effect.

7. **Notices.** Section [[Notice Section]] of the Agreement is hereby deleted in its entirety and replaced with the following: **NOTICES.** All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows. As to Tenant, [[Tenant Vesting]] Cell Site # [[Cell Site #]], Cell Site Name [[Cell Site Name]], [[Tenant Notice Address]], with a copy to Attn.: Legal Department, [[Tenant Vesting]], Re: Cell Site # [[Cell Site #]] , Cell Site Name [[Cell Site Name]], [[Tenant Copy to Notice Address]]; and as to Landlord, [[Landlord Notice Address]]. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

8. **Sale of Property / Rental Stream Offer.**

I. **Sale of Property.** If Landlord, at any time during the Term of the Agreement, decides to sell, subdivide or rezone any of the Premises (or any interest therein), all or any part of the Property or Surrounding Property (or any interest therein), to a purchaser other than Tenant, and Landlord receives a bona fide written offer from a third party or proposes an offer to a third party or receives a modified written offer from a third party, Landlord shall immediately furnish Tenant with a copy of such offer. Tenant shall have the right within ninety (90) days after it receives such offer to agree in writing to match the terms and conditions of the same ("Sale of Property Offer"). Such writing shall be in the form of a contract substantially similar to the offer received or offered by Landlord. If Tenant chooses not to exercise this right of first refusal or fails to provide written notice to Landlord/Lessor/Licensor within the ninety (90) day period, Landlord may sell the property pursuant to the Sale of Property Offer received or proffered by it. Landlord acknowledges and agrees that such sale, subdivision or rezoning shall be made subject to this Agreement and Tenant's rights hereunder. Landlord agrees that it shall promptly notify Tenant in writing of such sale, subdivision or rezoning.

II. **Rental Stream Offer.** If at any time after the date of this Amendment, Landlord receives a bona fide written offer from a third party or receives a modified written offer from a third party seeking an assignment of the rental stream associated with this Agreement ("**Rental Stream Offer**"), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within ninety (90) days after it receives such copy and representation to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right of first refusal or fails to provide written notice to Landlord/Lessor/Licensor within the ninety (90) day period, Landlord may assign the rental stream pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer rent payments without complying with this Section, the assignment or transfer shall be void, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section.

Cell Site No. _____
Cell Site Name: _____
Fixed Asset No. _____
Market: _____
Address: _____

III. If Landlord attempts to transfer ownership to a third party in accordance with (I) or (II) without fully complying with the terms and conditions of (I) and (II) hereinabove, such a transfer shall be void and of no further force or effect. Landlord agrees to indemnify Tenant for any and all claims associated with such a purported transfer.

(a) During the term of this Agreement, any sale or transfer of the Property, by operation of law or otherwise, will be subject to the Agreement and Tenant/Lessee/Licensee's rights thereunder. Any sale or transfer of real property which is now or may in the future be subdivided or otherwise separate from the Property and over which Tenant/Lessee/Licensee has the right of access or utility connections to the Premises will be subject to such rights. Landlord/Lessor/Licensor will notify Tenant/Lessee/Licensee of any sale or transfer, and will cause the transferee to execute any document(s) reasonably required by Tenant/Lessee/Licensee to memorialize Tenant/Lessee/Licensee's rights under the Agreement, and to ensure proper notice and payment of rent to such transferee. Each party agrees upon written request of the other to promptly execute such truthful estoppels, non-disturbance and/or attornment agreements as may be necessary in the event of any sale or transfer of the Property.

(b) Exclusive of a sale or transfer subject to subsection (a) above, during the term of this Agreement, Landlord/Lessor/Licensor will not assign, and will not bargain for or accept any offer to assign, any of its rights under the Agreement, including the right to receive rent, from any third party not affiliated with Tenant/Lessee/Licensee, without the prior written consent of Tenant/Lessee/Licensee, which may be withheld in Tenant/Lessee/Licensee's commercially reasonable discretion. Tenant/Lessee/Licensee agrees upon the request of Landlord/Lessor/Licensor to review any bona fide offer received by Landlord/Lessor/Licensor of the nature described in this subsection and, if desirable in Tenant/Lessee/Licensee's commercially reasonable judgment, to (i) match the terms of such offer, or (ii) bargain in good faith with Landlord/Lessor/Licensor for the purchase in fee of the Property or Premises, or the conversion of the Premises and any appurtenant easements or rights-of-way associated with the Premises to a perpetual easement, or other such arrangement as may be valid under the real property laws of the state where the Premises is located and which the parties may agree is equitable and desirable.

x. **Memorandum of Agreement.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Agreement substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

9. **Charges.** All charges payable under the Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of the Agreement.

10. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

11. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

Cell Site No. _____
Cell Site Name: _____
Fixed Asset No. _____
Market: _____
Address: _____

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Amendment on the date and year below.

LANDLORD:

TENANT:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

SAMPLE

SAINT JOHN THE APOSTLE ~ SAINT BERNADETTE PARISH

506 Seabury Avenue • Milford, Delaware 19963-2217

(302) 422-5123 • Fax (302) 422-5720



AUGUST 7, 2012

Mayor Ronnie Rogers
Mayor
City of Milford
PO Box 159
Milford, DE 19963

Dear Mayor Rogers:

It is time for St. John's Oktoberfest again! The dates are Friday, October 5th from 6 PM to 10 PM and Saturday, October 6th from ~~6 PM~~ to 9 PM. *10 am*

In the past the city has graciously allowed us to block off a portion of School Place in front of the church and down toward the Middle school. May we have your permission to do that again this year? By doing this we are able to eliminate congestion in front of the church.

In keeping with the tradition of German Oktoberfests we will have a beer booth. I have applied for the appropriate license from the state to do that.

We thank you for your support over all the years. If there is any more we need to do or if you need further information please call me at the church at 422-5123, ext. 13. .

Sincerely,

Bonnie De Mar
Coordinator
22nd Annual Oktoberfest - 2012

Name	Company	Subcommittee	Phone	Email
B. Craig Crouch	Kent-Sussex Industries, Inc.	Infrastructure	422-4014	crouchc@ksiinc.org
Bill Pilecki		Workforce Development		
Bob Connelly		Marketing and Promotion	265-8585	livecheapmakeart@gmail.com
Brian Warnock	WSFS	New Business Start Up/Expansion	346-2930	bwarnock@wsfsbank.com
Dave Hitchens, Vice Chair	Key Properties Group	Infrastructure	265-2257	davehitchens@keypg.com
David Markowitz		Workforce Development	422-8003	dm8e@comcast.net
Fred Rohm	Chamber of Commerce for Greater Milford	Organizational Support	422-3344	fredrohm@comcast.net
Gregory Nelson	Bethel AME Church	Organizational Support	646-702-6603	gpnapos@aol.com
Irv Ambrose	Downtown Milford Incorporated	New Business Start Up/Expansion	422-3619	irvinambrose@comcast.net
Michael Ashton	Bayhealth Medical Center	Workforce Development	430-5738	michael_ashton@bayhealth.org
Nolan Williams		Marketing and Promotion	336-337-1547	nolanwms@aol.com
Sharon Kanter	Milford School District	Workforce Development		
Sher Valenzuela, Chair	First State Manufacturing		424-4520	svalenz@firststatemfg.com
Garrett Grier	City of Milford Councilmember		462-7673	garrett729@hotmail.com
Richard D. Carmean	City Manager		538-8206	citymanager@milford-de.gov

- Real Estate (1)
- Workforce Development (2)
- Infrastructure (3)
- Organizational Support (4)
- New Business Start Ups/Expansion (5)
- Marketing & Promotion (6)

8-16-12

Request: To get approval by Council. Not sure who will make the recommendation for approval.

The following individuals have been identified to fill the vacancies on the EDAP.

- 1] Pastor Phillip Ruiz, Clergy
- 2] Bryan Shupe, Media
- 3] Jo Schmeiser, Chamber of Commerce
- 4] Phyllis Kohel, Milford School District

I believe these potential members would complement our existing Panel team. Looking forward to working with you on the economic development initiatives that we discussed and any others that you deem appropriate.

A handwritten signature in black ink, appearing to be "Steve", written in a cursive style.

CITY OF MILFORD

PLANNING COMMISSION MEMBERS

Charles M. Rini, Chairman

Appointed: 07/07

Term Expiration: 08/31/14

Marvin C. Sharp

Appointed: 09/08

Term Expiration: 08/31/12

James F. Burk, Secretary

Appointed: 11/08

Term Expiration: 08/31/12

George R. Pilla, Vice Chair

Appointed: 10/09

Term Expiration: 08/31/14

Archie J. Campbell

Appointed: 10/09

Term Expiration: 08/31/13

William J. Lane

Appointed: 08/10

Term Expiration: 08/31/12

Kerri B. Fry

Appointed: 08/11

Term Expiration: 08/31/2013

W. Ed Holloway

Appointed: 01/12

Term Expiration: 08/31/14

Jason L. James

Appointment: 02/12

Term Expiration: 08/31/13

Gary Norris, AICP

City Planner

Christine Crouch

Recording Secretary/Department Administrative Assistant

All correspondence is to be mailed to:

*Planning Commission
c/o Planning Department
201 S Walnut Street
Milford, DE 19963*

City of Milford



Resolution 2012-11 Extending the Payment Deadline for Real Property Taxes in the City of Milford Fiscal Year 2012-2013

Whereas, §204-10 of Chapter 204 of the City of Milford Code states that City of Milford Property Taxes are due and payable on or prior to September 30th of each year; and

Whereas, the City of Milford has undergone and completed a City-Wide Revaluation Project in 2012; and

Whereas, Milford City Council adopted a tax warrant that included a newly calculated tax rate resulting from the recent computation of a rolled back rate and increase, as was approved by City Council on June 11, 2012; and

Whereas, additional time was required to ensure the correctness of the numbers as well as meet the publication requirements for Ordinance 2012-14; and

Whereas, the City Manager of the City of Milford is requesting an extended deadline to allow sufficient time for tax bills to be processed and received by property owners; and

Whereas, City Council agrees it is in the best interest of the property owners in the City of Milford to provide an additional time for payments; and

Whereas City Council recommends an extension of the due date for real property taxes owed for Fiscal Year 2012-2013 from September 30, 2012 to October 31, 2012.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Milford hereby authorizes the City Manager to defer the deadline for the payment of property taxes in the City of Milford for Fiscal Year 2012-2013 by extending the due date from September 30, 2012 to October 31, 2012.

AND BE IT FURTHER RESOLVED that payments received after the close of business on October 31, 2012 shall be considered delinquent and a one percent penalty assessed on any unpaid balance.

Mayor Joseph Ronnie Rogers

City Clerk Teresa K. Hudson

Adopted: August 27, 2012

City of Milford



Resolution 2012-12 FALL CLEAN-UP WEEK

Now, Therefore, Be It Resolved by the Mayor and Council of the City of Milford, in Council met:

WHEREAS, it is desirous to promote the general cleaning of the City of Milford and improve its overall beauty to the maximum enjoyment and benefit of all citizens and visitors; and

WHEREAS, we are fortunate to live in a community so abundantly blessed with natural assets that we have a continuing responsibility to preserve our environment by keeping it clean, healthy and in order by organizing and carrying out clean-up and fix-up projects which will enhance, restore and maintain the beauty of all properties; and

WHEREAS, all maintenance and clean-up debris, including large and bulk items, shall be placed for curbside pickup in order to exemplify cleanliness and beauty.

NOW, THEREFORE, I, Joseph R. Rogers, Mayor of the City of Milford, by the power vested in me, do hereby proclaim the week of October 22, 2012 to October 26, 2012 "Fall Clean-Up Week" in the City of Milford.*

Mayor Joseph R. Rogers

Attest _____

**Raindate: Week of October 29, 2012 to November 2, 2012*

CITY OF MILFORD
NOTICE OF ORDINANCE REVIEW

NOTICE IS HEREBY GIVEN the following ordinance is under review by Milford City Council:

ORDINANCE 2012-19

WHEREAS, the City continues to encourage the building of residential and commercial structures within the City limits; and

WHEREAS, the waiver of impact fees authorized by Ordinance 2010-8, Ordinance 2010-17 and 2012-16 led to more projects being launched; and

WHEREAS, City Council has learned that building permit values increased in 2010, 2011 and 2012 when compared to those same periods in 2009; and

WHEREAS, to further stimulate the local economy, it is in the City of Milford's best interest to extend the period to waive sewer impact fees.

NOW, THEREFORE, THE CITY OF MILFORD HEREBY ORDAINS:

Section 1. Chapter 185 of the Code of the City of Milford, entitled Sewers, Article III §24 Impact Fee Established, §185-24-D shall be amended by extending the deadline to June 30, 2012 as follows:

D. The sewer impact fee described in Subsection C shall be waived for all permits issued between ~~June 3, 2010 and June 30, 2012~~ SEPTEMBER 20, 2012 AND JUNE 30, 2013. The waiver shall be for a maximum of 5 EDUs per project. The City will continue to collect the impact fee charged by Kent County during this period.

Section 2. Chapter 185 of the Code of the City of Milford, §185-24-D(1) and §185-24-D(1) shall remain in effect through the extended deadline of June 30, 2013.

§185-24 D (1) To qualify for the impact fee waiver, construction must be completed and a certificate of occupancy received in accordance with the following schedule:

Single Family Residential	6 Months
Multi Family Residential	12 Months
Commercial	12 Months

(a) Waiver of Sewer Impact Fees for Commercial Entities:

To encourage new business and the expansion of existing businesses, the business must create a minimum of five (5) jobs to employ five (5) full-time employees in the City of Milford in accordance with the following criteria:

Creation of 5-9 new jobs to last at least 3 years: Exemption of Impact Fee Waiver (1 EDU)
Creation of 10-14 new jobs to last at least 3 years: Exemption of Impact Fee Waiver (2 EDU's)

Creation of 15-19 new jobs to last at least 3 years: Exemption of Impact Fee Waiver (3 EDU's)
Creation of 20-24 new jobs to last at least 3 years: Exemption of Impact Fee Waiver (4 EDU's)
Creation of 25+ new jobs to last at least 3 years: Exemption of Impact Fee Waiver (5 EDU's)

b) Agreement shall be executed by the commercial customer relative to the creation and retention of jobs.

§185-24 D (2) Any structure that does not receive a certificate of occupancy in accordance with this schedule shall be ineligible for the impact fee waiver and shall pay the required impact fee in full prior to the issuance of a certificate of occupancy.

Section 3. Dates

Introduction: August 27, 2012

Adoption (Projected): September 10, 2012

Effective (Projected): September 20, 2012 - June 30, 2013

A complete copy of the Code of the City of Milford is available by request through the City Clerk's Office at Milford City Hall, 201 S. Walnut Street, Milford, DE 19963 or by accessing its website at cityofmilford.com.

By: Terri K. Hudson, MMC
City Clerk

CITY OF MILFORD
NOTICE OF ORDINANCE REVIEW

NOTICE IS HEREBY GIVEN the following ordinance is under review by Milford City Council:

ORDINANCE 2012-20

WHEREAS, the City continues to encourage the building of residential and commercial structures within the City limits; and

WHEREAS, the waiver of impact fees authorized by Ordinance 2010-9, Ordinance 2010-18 and Ordinance 2011-17 led to more projects being launched; and

WHEREAS, City Council has learned that building permit values increased in 2010, 2011 and 2012 when compared to the same period in 2009; and

WHEREAS, to further stimulate the local economy, it is in the City of Milford's best interest to extend the period to waive water impact fees.

NOW, THEREFORE, THE CITY OF MILFORD HEREBY ORDAINS:

Section 1. Chapter 222 §31 of the Code of the City of Milford, entitled Water, shall be amended by extending the deadline to June 30, 2012 as follows:

§222-31 I. The water impact fee described in §222-31H shall be waived for all residential permits issued between ~~June 3, 2010 and June 30, 2012~~ SEPTEMBER 20, 2012 and JUNE 30, 2013. The waiver shall be for a maximum of 5 EDUs per project.

Section 2. Chapter 222 of the Code of the City of Milford, §222-31-I (1) and §222-31-I (2) shall remain in effect until the extended deadline of June 30, 2013.

§222-31 I. (1) To qualify for the impact fee waiver, construction must be completed and a certificate of occupancy received in accordance with the following schedule:

Single Family Residential	6 Months
Multi Family Residential	12 Months
Commercial	12 Months

(a) Waiver of Water Impact Fees for Commercial Entities:

To encourage new business and the expansion of existing businesses, the business must create a minimum of five (5) jobs to employ five (5) full-time employees in the City of Milford in accordance with the following criteria:

Creation of 5-9 new jobs to last at least 3 years:	Exemption of Impact Fee Waiver (1 EDU)
Creation of 10-14 new jobs to last at least 3 years:	Exemption of Impact Fee Waiver (2 EDU's)
Creation of 15-19 new jobs to last at least 3 years:	Exemption of Impact Fee Waiver (3 EDU's)
Creation of 20-24 new jobs to last at least 3 years:	Exemption of Impact Fee Waiver (4 EDU's)

Creation of 25+ new jobs to last at least 3 years: Exemption of Impact Fee Waiver (5 EDU's)

b) Agreement shall be executed by the commercial customer relative to the creation and retention of jobs.

§222-31 I. (2) Any structure that does not receive a certificate of occupancy in accordance with this schedule shall be ineligible for the impact fee waiver and shall pay the required impact fee in full prior to the issuance of a certificate of occupancy.

Section 3. Dates

Introduction: August 27, 2012

Adoption (Projected): September 10, 2012

Effective (Projected): September 20, 2012 - June 30, 2013

A complete copy of the Code of the City of Milford is available by request through the City Clerk's Office at Milford City Hall, 201 S. Walnut Street, Milford, DE 19963 or by accessing its website at cityofmilford.com.

By: Terri K. Hudson, MMC
City Clerk

CITY OF MILFORD
NOTICE OF ORDINANCE REVIEW

NOTICE IS HEREBY GIVEN the following ordinance is under review by Milford City Council:

ORDINANCE 2012-21

WHEREAS, the City continues to encourage the building of residential and commercial structures within the City limits; and

WHEREAS, the waiver of impact fees authorized by Ordinance 2010-10, Ordinance 2010-19 and Ordinance 2011-18 led to more projects being launched; and

WHEREAS, City Council has learned that building permit values increased in 2010, 2011 and 2012 when compared to the same period in 2009; and

WHEREAS, to further stimulate the local economy, it is in the City of Milford's best interest to extend the period to waive electric impact fees.

NOW, THEREFORE, THE CITY OF MILFORD HEREBY ORDAINS:

Section 1. Appendix B-Electric Tariff-Rules and Regulations shall be amended by extending the deadline for the waiver of Electric Impact Fees.

Section 2. Rules and Regulations, Section 3-Customer Advance Usage/Impact Fees and Deposits, Subsection E(1) is hereby amended as follows:

E. The electric impact fee established under this Appendix shall be waived for all permits issued between ~~June 3, 2010 and June 30, 2012~~ SEPTEMBER 20, 2012 AND JUNE 30, 2013.

(1) To qualify for the impact fee waiver, construction must be completed and a certificate of occupancy received in accordance with the following schedule:

Single Family Residential	6 Months
Multi Family Residential	12 Months
Commercial	12 Months

(a) Waiver of Electric Impact Fees for Commercial Entities:

To encourage new business and the expansion of existing businesses, the business must create a minimum of five (5) jobs to employ five (5) full-time employees in the City of Milford in accordance with the following criteria:

Creation of 5-9 new jobs to last at least 3 years:	Exemption of Impact Fee Waiver (1 ESU)
Creation of 10-14 new jobs to last at least 3 years:	Exemption of Impact Fee Waiver (2 ESU's)
Creation of 15-19 new jobs to last at least 3 years:	Exemption of Impact Fee Waiver (3 ESU's)
Creation of 20-24 new jobs to last at least 3 years:	Exemption of Impact Fee Waiver (4 ESU's)

Creation of 25+ new jobs to last at least 3 years: Exemption of Impact Fee Waiver (5 ESU's)

b) Agreement shall be executed by the commercial customer relative to the creation and retention of jobs.

(2) Any structure that does not receive a certificate of occupancy in accordance with this schedule shall be ineligible for the impact fee waiver and shall pay the required impact fee in full prior to the issuance of a certificate of occupancy.

Section 3. Dates

Introduction: August 27, 2012

Adoption (Projected): September 10, 2012

Effective (Projected): September 20, 2012 - June 30, 2013

A complete copy of the Code of the City of Milford is available by request through the City Clerk's Office at Milford City Hall, 201 S. Walnut Street, Milford, DE 19963 or by accessing its website at cityofmilford.com.

By: Terri K. Hudson, MMC
City Clerk

CITY OF MILFORD
NOTICE OF ORDINANCE REVIEW

NOTICE IS HEREBY GIVEN the following ordinance is under review by Milford City Council:

ORDINANCE 2012-22

WHEREAS, the City desires to encourage the building of residential and commercial structures within the City limits; and,

WHEREAS, it is recognized that financial incentives are an effective means of encouraging individuals and corporations to invest in the City of Milford; and,

WHEREAS, investment within the City of Milford creates opportunities for temporary and permanent employment, expands the City's tax base, and increases the use of City utilities; and

WHEREAS, on May 24, 2010, Milford City Council enacted Ordinance 2010-7 which initially provided a one year tax exemption for improvements on any property located within the City of Milford; and

WHEREAS, additional extensions were approved through the enactment of Ordinance 2010-16 and Ordinance 2011-19 which represents the City of Milford is doing all it can to help stimulate an economic recovery.

NOW, THEREFORE THE CITY OF MILFORD HEREBY ORDAINS:

Section 1. Chapter 204 of the Code of the City of Milford, entitled Taxation, is hereby amended to include a new Article to read as follows:

ARTICLE II—EXEMPTION OF NEW IMPROVEMENTS ADDED TO PROPERTY

§ 204-6. - Eligibility for new improvement exemption of real property taxes.

The exemption shall apply to any improvement to any property (residential, commercial, industrial, etc.) located within the City limits that results in an increase in the improvement assessment as contained in the City's general assessment records. ~~The building permit for the said improvements must be submitted to the City prior to June 30, 2012.~~ THE BUILDING PERMIT FOR THE SAID IMPROVEMENTS MUST BE ISSUED PRIOR TO JUNE 30, 2013 AND SHALL BE VALID FOR A PERIOD OF ONE YEAR. The exemption shall be based on the change in the improvement assessment value only. The land assessment is not eligible for exemption under this article.

§ 204-7. - Amount of the exemption.

The amount of the exemption shall be determined by subtracting the ~~improvement assessment value prior to the new construction~~ VALUE OF CONSTRUCTION PER THE BUILDING PERMIT from the improvement assessment value following the new construction.

§ 204-8. - Application of the exemption and limitations.

The dollar amount of the exemption shall be multiplied by the property tax rate in the first full tax year following the issuance of a certificate of occupancy by the City. The dollar amount of the exemption shall be limited to a maximum of \$1,000 for residential properties and limited to a maximum of \$5,000 for all other properties. The exemption shall only be good for one year immediately following the issuance of a certificate of occupancy.

§ 204-9. - Appeals.

An aggrieved taxpayer may appeal from the disposition of an exemption claim in the same manner as is provided for appeals from assessments generally.

§ 204-10. - Due date for payment of property taxes.

Property taxes shall be payable on or before September 30th of each year.

§ 204-11. - Penalties.

To every tax not paid after the said date established in § 204-10, there shall be added and collected a penalty, for each month that the said tax remains unpaid. A penalty of one percent per month, or fraction thereof, shall be charged on all unpaid property taxes. City Council, by resolution, may impose a date later than that established in § 204-10 for the additional and collection of penalties.

Section 3. Dates

Introduction: August 27, 2012

Adoption (Projected): September 10, 2012

Effective (Projected): September 20, 2012 - June 30, 2013

A complete copy of the Code of the City of Milford is available by request through the City Clerk's Office at Milford City Hall, 201 S. Walnut Street, Milford, DE 19963 or by accessing its website at cityofmilford.com

By: Terri K. Hudson, MMC
City Clerk



OFFICE OF THE CITY MANAGER
P 302.424.3712, F 302.424.3558

201 SOUTH WALNUT STREET
MILFORD, DE 19963

www.cityofmilford.com

September 21, 2011

City Council
City of Milford
201 S Walnut Street
Milford, DE 19963

Dear Council Members,

The City of Milford has acquired two parcels of land, one inside City limits and the other outside of City limits, for the purpose of constructing an electric substation.

The City Planner is in the process of updating our Comprehensive Plan to include the "Calhoun" in our urban growth boundary and once complete will have the amended Comp Plan certified by the State. In the meantime, I respectfully request you consider annexation of the parcel contingent upon certification and waive the utility agreement requirement due to the property being owned by the City.

The property is described as tax map and parcel number 1-30-6.00-99.02 p/o, located on South DuPont Blvd, consisting of 3.23 acres (4.23 acres for the entire parcel) in Sussex County, Delaware. Currently the property is zoned AR-1 in Sussex County and we are seeking it be zoned C-3, Highway Commercial, in the City of Milford.

The property is contiguous to the City of Milford corporate boundaries as indicated on the included survey. Also included, please find a copy of the most current recorded deed and a legal description for the property.

If I can be of any assistance, please contact me at (302) 424-3712 ext 304.

Sincerely,

Richard D. Carmean
City Manager

Witness

RE: TM# 1-30-6.00-94.00 P/O

All that certain lot, piece and parcel of land, lying and being situate in Cedar Creek Hundred, Sussex County, and the State of Delaware, as depicted on a plat titled Property Conveyances to The City of Milford by Bob Nash Associates, dated 29 July 2011, as recorded at the Sussex County Recorder of Deeds in plot book 161 page 54, lying west of but not adjacent to the westerly right-of-way line of U.S. Route 113, adjoining lands now or formerly of Bruce N. and Susan P. Geyer and Joan L. Palmer, lands now or formerly of Preston L. and Betty A. Nailor, residual lands of Calhoun Farms, L.P., lands now or formerly of the Delaware Solid Waste Authority, and being more particularly described as follows, to wit:

Beginning at a found capped rebar at a common corner for lands now or formerly of the Delaware Solid Waste Authority (DSWA) and lands now or formerly of Bruce N. and Susan P. Geyer and Joan L. Palmer, said point being distant 0.85 miles from the centerline of County Road 207; and following the common line between said DSWA lands and Geyer/Palmer lands North 84 degrees 40 minutes 57 seconds West 297.99 feet to the said rebar at a corner for said Geyer/Palmer lands and the point of beginning, thence following said Geyer/Palmer lands, South 42 degrees 57 minutes 23 seconds East 85.77 feet to a set capped rebar at a corner for lands now or formerly of Preston L. and Betty A. Nailor, thence following said Nailor lands, South 03 degrees 18 minutes 53 seconds East 29.42 feet to a set capped rebar at a point on line of said Nailor lands, thence leaving said Nailor lands and proceeding through said Calhoun lands with newly established lines the following three (3) courses and distances:

- 1) North 49 degrees 33 minutes 34 seconds West 214.02 feet to a set capped rebar,
- 2) North 84 degrees 41 minutes 09 seconds West 608.14 feet to a set capped rebar and
- 3) North 05 degrees 18 minutes 38 seconds East 406.86 feet to a found capped rebar at a corner for lands now or formerly of DSWA

Thence following said DSWA lands the following two (2) courses and distances:

1. South 53 degrees 15 minutes 16 seconds East 808.47 feet to a found capped rebar and finally,
2. South 42 degrees 57 minutes 23 seconds East 33.41 feet to the place of beginning, containing 3.230 acres of land, more or less.

BK 3938 pg 147

RETURN TO:
The City of Milford
201 S. Walnut Street
Milford, DE 19963

TAX MAP AND PARCEL #:
1-30-6.00-94.00 p/o
PREPARED BY:
Moore & Rutt, PA
122 West Market Street
P.O. Box 554
Georgetown, DE 19947
File No. 30816-201/DNR

THIS DEED, made this 26th day of August, 2011,

- BETWEEN -

CALHOUN FARMS LIMITED PARTNERSHIP and **C. DONNELL CALHOUN**, of 7485 Calhoun Road, Milford, DE 19963, parties of the first part,

- AND -

THE CITY OF MILFORD, of 201 S. Walnut Street, Milford, DE 19963, party of the second part.

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of ONE AND 00/100 DOLLARS (\$1.00), lawful money of the United States of America, the receipt whereof is hereby acknowledged, hereby grant and convey unto the party of the second part, and its heirs and assigns, in fee simple, the following described lands, situate, lying and being in Sussex County, State of Delaware:

All that certain lot, piece and parcel of land situate, lying and being in Cedar Creek Hundred, Sussex County and the State of Delaware as depicted on a plot titled "Property Conveyances to The City of Milford" prepared by Bob Nash Associates, dated July 29, 2001 and recorded in the Office of the Recorder of Deeds, in and for Sussex County, Delaware in Plot Book 161 page 54, lying west of but not adjacent to the westerly right-of-way line of U.S. Route 113, adjoining lands now or formerly of Bruce N. and Susan P. Geyer and Joan L. Palmer, lands now or formerly of Preston L. and Betty A. Nailor, residual lands of Calhoun Farms, L.P., lands now or formerly of the Delaware Solid Waste Authority and being more particularly described as follows, to wit:

Beginning at a found capped rebar at a common corner for lands now or formerly of the Delaware Solid Waste Authority (DSWA) and lands now or formerly of Bruce N. and Susan P. Geyer and Joan L. Palmer, said point being distant 0.85 miles from the centerline of County Road 207 and following the common line between said DSWA lands and Geyer/Palmer lands, North 84 degrees 40 minutes 57 seconds West 297.99 feet to the said rebar at a corner for said

Geyer/Palmer lands and the point of beginning; thence following said Geyer/Palmer lands, South 42 degrees 57 minutes 23 seconds East 85.77 feet to a set capped rebar at a corner for lands now or formerly of Preston L. and Betty A. Nailor; thence following said Nailor lands, South 03 degrees 18 minutes 53 seconds East 29.42 feet to a set capped rebar at a point on line of said Nailor lands; thence leaving said Nailor lands and proceeding through said Calhoun lands with newly established lines the following three (3) courses and distances: (1) North 49 degrees 33 minutes 34 seconds West 214.02 feet to set capped rebar; (2) North 84 degrees 41 minutes 09 seconds West 608.14 feet to a set capped rebar; and (3) North 05 degrees 18 minutes 38 seconds East 406.86 feet to a found capped rebar at a corner for lands now or formerly of DSWA; thence following said DSWA lands the following two (2) courses and distances: (1) South 53 degrees 15 minutes 16 seconds East 808.47 feet to a found capped rebar; and finally (2) South 42 degrees 57 minutes 23 seconds East 33.41 feet to the place of beginning, containing 3.230 acres of land, more or less.

BEING a portion of the same property conveyed to Calhoun Farms Limited Partnership from Clarence Donnell Calhoun a/k/a Donnell Calhoun a/k/a C. Donnell Calhoun, by Deed dated May 12, 2004, and recorded in the Office of the Recorder of Deeds in and for Sussex County, Delaware in Deed Book 2977 page 208.

BEING a portion of the same property conveyed to Calhoun Farms Limited Partnership from C. Donald Calhoun a/k/a Clarence Donnell Calhoun, by Deed dated July 29, 2004, and recorded in the Office of the Recorder of Deeds, in and for Sussex County, Delaware in Deed Book 3016 page 269.

BEING a portion of the same property conveyed to C. Donnell Calhoun from Wansel I. Hudson and Gertrude L. Hudson, by Deed dated September 30, 1952, and recorded in the Office of the Recorder of Deeds, in and for Sussex County, Delaware in Deed Book 417 page 33.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals the day and year first above written.

CALHOUN FARMS LIMITED PARTNERSHIP

Donna K. Calhoun
Witness

By: Donna K. Calhoun (SEAL)
Donna K. Calhoun
General Partner

STATE OF DELAWARE, COUNTY OF SUSSEX: to-wit

BE IT REMEMBERED, that on this 26th day of August, 2011, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, Donna K. Calhoun, Partner of Calhoun Farms Limited Partnership, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his/her act and deed and the act and deed of said partnership; that the signature of the Partner is in his/her own proper handwriting and the seal affixed is the common and corporate seal of said partnership; and that his/her act of signing, sealing, acknowledging and delivering said Indenture was first duly authorized by a resolution of the Partners.

Given under my Hand and Seal of office the day and year aforesaid.

David N. Rutt, Esq.
Attorney-Notary Public
Unif. Notarial Act 29 Del. C. 54323(a) (3)
Non Expiring Commission

David N. Rutt
Notary Public
Printed Name: _____
My Commission Expires: _____

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals the day and year first above written.

Marie E. Sowinski
Witness

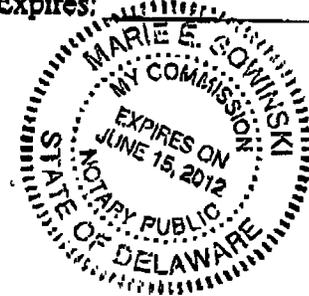
C. Donnell Calhoun (SEAL)
C. Donnell Calhoun

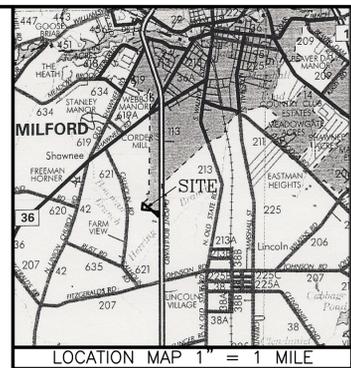
STATE OF DELAWARE, COUNTY OF SUSSEX: to-wit

BE IT REMEMBERED, that on ^{October 16,} ~~August 26,~~ 2011, personally came before me, the subscriber, C. Donnell Calhoun, party of the first part to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his act and deed.

Given under my Hand and Seal of office the day and year aforesaid.

Marie E. Sowinski
Notary Public
Printed Name: MARIE E. SOWINSKI
My Commission Expires: _____



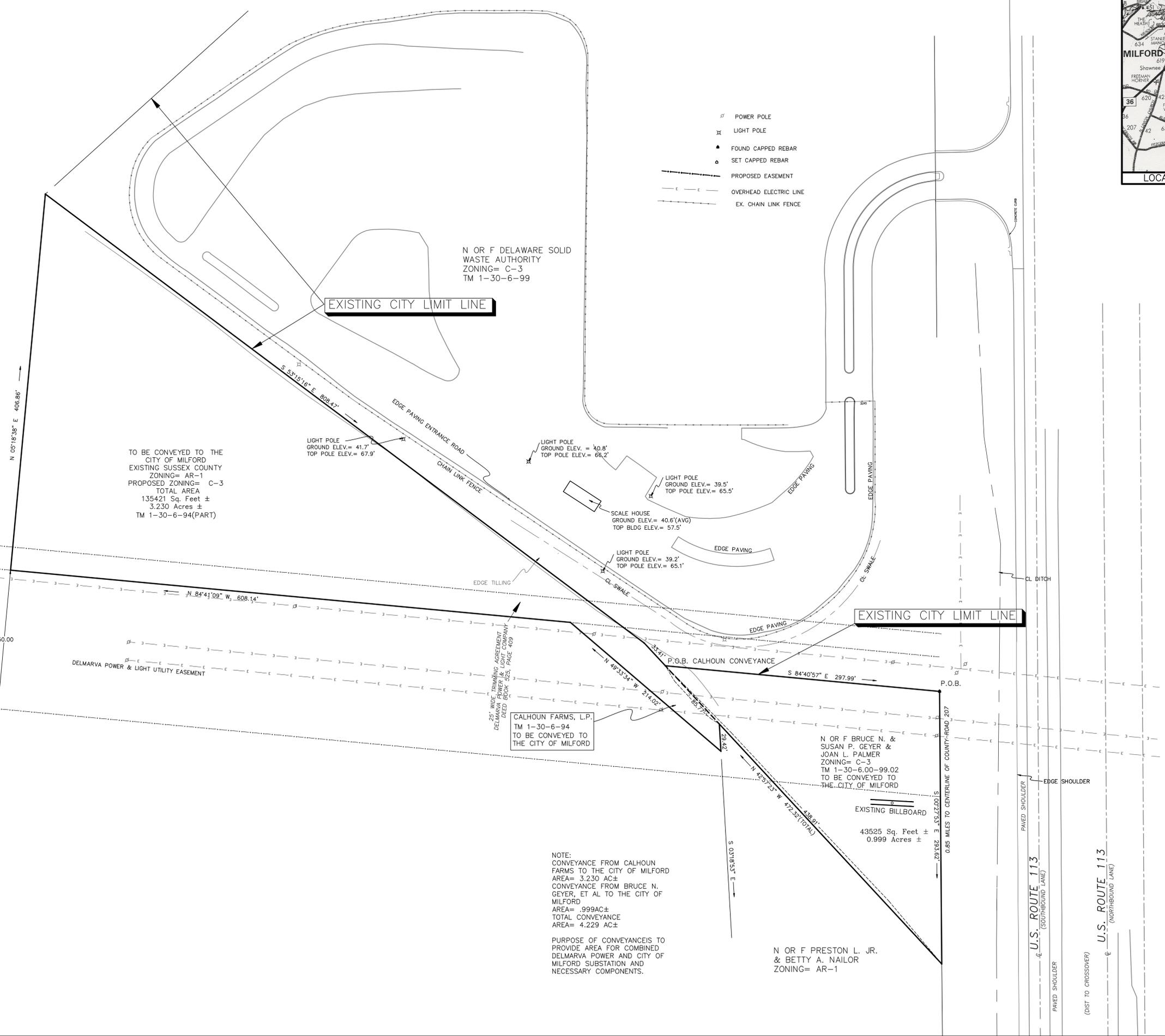


Bob Nash
ASSOCIATES
Surveying & Land Design

14 South Maple Ave. Milford, DE 19963 - (302) 427-7207 PLS. 551

DATE: JULY 29, 2011	W.O.: 10-2-16
T.M.: AS NOTED	F.B.: BNA2/10
CEDAR CREEK HUNDRED	DISK: CONSUBSTA-ENT DELDOT
SUSSEX COUNTY, DELAWARE	SCALE: 1" = 50'
	DRAWN: RWN

CALHOUN FARMS, L.P.
TM 1-30-6-94
ZONING=AR-1



N OR F DELAWARE SOLID WASTE AUTHORITY
ZONING= C-3
TM 1-30-6-99

TO BE CONVEYED TO THE CITY OF MILFORD
EXISTING SUSSEX COUNTY
ZONING= AR-1
PROPOSED ZONING= C-3
TOTAL AREA
135421 Sq. Feet ±
3.230 Acres ±
TM 1-30-6-94(PART)

CALHOUN FARMS, L.P.
TM 1-30-6-94
TO BE CONVEYED TO THE CITY OF MILFORD

N OR F BRUCE N. & SUSAN P. GEYER & JOAN L. PALMER
ZONING= C-3
TM 1-30-6-00-99.02
TO BE CONVEYED TO THE CITY OF MILFORD

NOTE:
CONVEYANCE FROM CALHOUN FARMS TO THE CITY OF MILFORD
AREA= 3.230 AC±
CONVEYANCE FROM BRUCE N. GEYER, ET AL TO THE CITY OF MILFORD
AREA= .999AC±
TOTAL CONVEYANCE AREA= 4.229 AC±

PURPOSE OF CONVEYANCES IS TO PROVIDE AREA FOR COMBINED DELMARVA POWER AND CITY OF MILFORD SUBSTATION AND NECESSARY COMPONENTS.

N OR F PRESTON L. JR. & BETTY A. NAILOR
ZONING= AR-1



BASIS OF BEARING SYSTEM= DELAWARE PLANE COORD SYSTEM
SURVEY CLASS= SUBURBAN

REVISIONS
OCT. 28, 2011
DEC. 9, 2011 ZONING

PROPOSED CONVEYANCES TO CITY OF MILFORD

Warning: Original paper plans contain a raised impression of a professional seal. Original mylar plans contain a red ink stamp of a professional seal. Unauthorized copies may contain fraudulent, incorrect, erroneous, or misleading information or omit important and relevant information. Do not use or rely on unauthorized copies.

**CITY OF MILFORD
PLANNING COMMISSION**

*Minutes of Meeting
August 23, 2012*

A special meeting of the Milford Planning Commission was held in the Joseph Ronnie Rogers Council Chambers, 201 South Walnut Street, Milford, DE 19963 on Thursday evening, August 23, 2012.

PRESIDING: Chairman Charles Rini
IN ATTENDANCE: Ed Holloway, George Pilla, Marvin Sharp, Archie Campbell, Jamie Burk,
William Lane
ALSO: City Solicitor David Rutt, City Planner Gary Norris and Department
Administrative Assistant Christine Crouch

Chairman Rini called the meeting to order at 7:00 pm noting the absence of Mr. Fry and Mr. James.

NEW BUSINESS

Annexation of land of City of Milford; Project No 12-189

Review and Recommendation of Zoning for Annexation

3.23 +/- Acres situated west of US Route 113, south of the Delaware Solid Waste Authority

Transfer Station, approximately 1.38 miles south of the Cypress Hall entrance

Tax Map 1-30-6.00-094.00 (P/O); Currently AR District, Proposed C-3 District

Adoption of Resolution PC12-020; Adoption of Ordinance 2012-15

Mr. Norris explained the Commission is reviewing this annexation application for the purpose of recommending a zoning on the parcel. This piece of property is located just south of the DSWA Transfer Station on southbound Rt 113. It was originally part of a larger parcel owned by the Calhoun's and was subdivided while within the county. The intent has been to combine this parcel with the one to the east of it, the parcel formerly owned by Geyer, which the City now owns. The City is currently in the process of building an electric substation on the parcel.

The annexation committee met on August 20, 2012 to review the property and the commission has their report. Mr. Norris, nor the annexation committee, can foresee any disadvantages to annexing the property. The proposed zoning is C3, which is consistent with the Comprehensive Plan. Currently it is zoned AR1.

Mr. Rini called for public comments and hearing none closed the public comment session.

A motion by Mr. Sharp to adopt resolution PC12-020 with a zoning of C3 was second by Mr. Campbell. Motion carried unanimously following a poll of the commission.

With no further business, the meeting adjourned at 7:03 pm.

Respectfully submitted,



Christine R. Crouch
Department Administrative Assistant/Recording Secretary

CITY OF MILFORD
PUBLIC NOTICE/PUBLIC HEARINGS
Ordinance 2012-15
Annexation and Zoning Review/Lands the City of Milford

NOTICE IS HEREBY GIVEN that the Planning Commission of the City of Milford will hold a Public Hearing on Thursday, August 23, 2012 at 7:00 p.m., or as soon thereafter as possible, in the Joseph Ronnie Rogers Council Chambers of Milford City Hall, 201 South Walnut Street, Milford, Delaware, to consider the annexation proposal and zoning request of the property herein described.

NOTICE IS ALSO GIVEN that Milford City Council will hold a Public Hearing on Monday, August 27, 2012 at 7:00 p.m. at Milford City Hall for a final determination of the annexation proposal and zoning request of the following property:

Owner: City of Milford
Tax Parcel 1-30-6.00-94.00 P/O
3.23 +/- Acres (entire Parcel is 4.23 +/- Acres
Current Zone AR-1/Proposed Zone C-3

Ordinance 2012-15 will be considered and action taken simultaneously:

An Ordinance to Amend the Zoning Designation of the parcel of land, under the legal ownership of the City of Milford, Tax Parcel 1-30-6.00-94.00 (P/O), situated west of US Route 113, south of the Delaware Solid Waste Authority Transfer Station, approximately 1.38 miles south of the Cypress Hall entrance, Sussex County, upon its annexation into the City of Milford, by resolution as adopted by the City Council of Milford, Delaware.

WHEREAS, the land hereinafter described is contiguous and adjacent to the City of Milford and the owner, thereof, has petitioned City Council to annex the same into the City of Milford, and

WHEREAS, it appears to the Mayor and City Council of the City of Milford, Delaware, that the hereinafter described property will be annexed and become part of the City of Milford and that a zoning classification is required, and

WHEREAS, the land owned by the City of Milford is presently zoned by Sussex County as "AR-1" (Agricultural Residential District), and

WHEREAS, the City Council referred the zoning of the affected territory to the Planning and Zoning Commission for a report and recommendation and after a due hearing on August 23, 2012 as provided by law, the Zoning Commission made its recommendation to City Council, and

WHEREAS, following a Public Hearing held on August 27, 2012 and consideration of the recommendation of the City Annexation Committee, City Council has determined the proper classification under the zoning ordinance of the City of Milford for the property to be annexed.

NOW, THEREFORE, THE CITY OF MILFORD HEREBY ORDAINS:

That the following described land situated in Sussex County, Delaware:

All that certain lot, piece and parcel of land, lying and being situate in Cedar Creek Hundred, Sussex County, and the State of Delaware, as depicted on a plat titled Property Conveyances to The City of Milford by Bob Nash Associates, dated 29 July 2011, as recorded at the Sussex County Recorder of Deeds in plot book 161 page 54, lying west of but not adjacent to the westerly right-of-way line of U.S. Route 113, adjoining lands now or formerly of Bruce N. and Susan P. Geyer and Joan L. Palmer, lands now or formerly of Preston L. and Betty A. Nailor, residual lands of Calhoun Farms, L.P., lands now or formerly of the Delaware Solid Waste Authority, and being more particularly described as follows, to wit:

Beginning at a found capped rebar at a common corner for lands now or formerly of the Delaware Solid Waste Authority (DSWA) and lands now or formerly of Bruce N. and Susan P. Geyer and Joan L. Palmer, said point being distant 0.85 miles from the centerline of County Road 207; and following the common line between said DSWA lands and Geyer/Palmer lands North 84 degrees 40 minutes 57 seconds West 297.99 feet to the said rebar at a corner for said Geyer/Palmer lands and the point of beginning, thence following said Geyer/Palmer lands, South 42 degrees 57 minutes 23 seconds East 85.77 feet to a set capped rebar at a corner for lands now or formerly of Preston L. and Betty A. Nailor, thence following said Nailor lands, South 03 degrees 18 minutes 53 seconds East 29.42 feet to a set capped rebar at a point on line of said Nailor lands, thence leaving said Nailor lands and proceeding through said Calhoun lands with newly established lines the following three (3) courses and distances:

- 1) North 49 degrees 33 minutes 34 seconds West 214.02 feet to a set capped rebar,
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- 3) North 05 degrees 18 minutes 38 seconds East 406.86 feet to a found capped rebar at a corner for lands now or formerly of DSWA

Thence following said DSWA lands the following two (2) courses and distances:

1. South 53 degrees 15 minutes 16 seconds East 808.47 feet to a found capped rebar and finally,
2. South 42 degrees 57 minutes 23 seconds East 33.41 feet to the place of beginning,

containing 3.230 acres of land, more or less,

upon final approval of its annexation into the City of Milford, as classified under the Zoning Ordinance of the City of Milford, shall be zoned henceforth as C-3 (Highway Commercial District).

Dates:

Introduction: August 13, 2012

Planning Commission Review: August 23, 2012

Adoption Date: August 27, 2012

Effective Date: September 6, 2012



Feeding our Future

A campaign to bring more food assistance and services to low-income Delawareans in Kent and Sussex Counties by nearly doubling the current size of our Milford facility.



Hunger-Relief Programs

The Food Bank of Delaware is more than just a warehouse that accepts and distributes food donations. We're fighting hunger on all fronts – learn more about how our programs are feeding hungry Delawareans:

After-School Nutrition Program (Children and Adult Care Food Program/Kids Café): The Kids Café is a community-based program that provides nutritious meals and snacks to after-school and other enrichment programs. All meals are served to children in an environment that is safe, accessible and convenient. Food for the program is prepared in the Food Bank's Culinary School kitchen. All prepared meals meet or exceed nutritional standards outlined by the Child and Adult Care Food Program.

Backpack Program: This program provides food to at-need children for weekends and holidays when school is not in session or federal school meal programs are not available. Backpacks are stocked with kid-friendly, nutritious food including shelf-stable milk and juice, peanut butter and jelly, granola bars, apple sauce, cereal and more.

Commodity Supplement Food Program: The Commodity Supplemental Food Program (CSFP) is a federal food program that is designed to improve the health of senior citizens. Food for the program is provided by the United States Department of Agriculture's agency of Food and Nutrition Service. Eligible seniors must meet income requirements, live in Delaware and be at least 60 years of age.

Culinary School at the Food Bank of Delaware: The Culinary School provides valuable job training to unemployed and underemployed individuals. This 14-week program includes 12 weeks of hands-on training in basic and high-end kitchen skills, safe food handling and life skills. The 12-week training culminates with a two-week internship at a food service company, restaurant or catering business.

Supplement Nutrition Assistance Education Program: Funded by the United States Agriculture Department's Supplemental Nutrition Assistance Program (formerly Food Stamp Program), this program aims to educate food stamp recipients on healthy eating decisions within a limited budget. Educational workshops are presented by the Food Bank's Community Nutritionist on four focus areas – dietary quality, food resource management, food security and food safety.



Contact us:

Newark Branch:
14 Garfield Way
Newark, DE 19713
(302) 292-1305

Milford Branch:
1040 Mattlind Way
Milford, DE 19963
(302) 424-3301

www.fbd.org

Connect with us:



Fresh Produce Distribution: Fresh fruits and vegetables, that would otherwise be wasted, are donated by the food industry, including the Port of Wilmington, and made available to member agencies. Members may order fresh produce from a weekly menu and either pick it up at the Food Bank or have it delivered.

Kid CHEF (Cooking, Healthy Easy Foods): Kid CHEF is a skills and knowledge-building program adapted from the University of Delaware's Extension module Exploring MyPlate. This program focuses on teaching children about healthy eating and how they can learn to prepare nutritious easy foods on their own.

School Pantry Program: At-risk families with children enrolled at the participating school are able to access emergency food and hygiene products by visiting a food pantry within the school. Twenty-five to 30 families are discretely identified by school officials. Families select food based on their household's needs each week. Food for the pantries are provided by the Food Bank of Delaware and school-wide food drives or community donations.

Mobile Pantry: This program allows partners to efficiently serve a large amount of clients in a short period of time. Thirty-pound meal boxes are filled with enough nutritious food staples to feed four people for several meals. The Mobile Pantry program was designed to provide convenient locations and times for people to receive nutritious food.

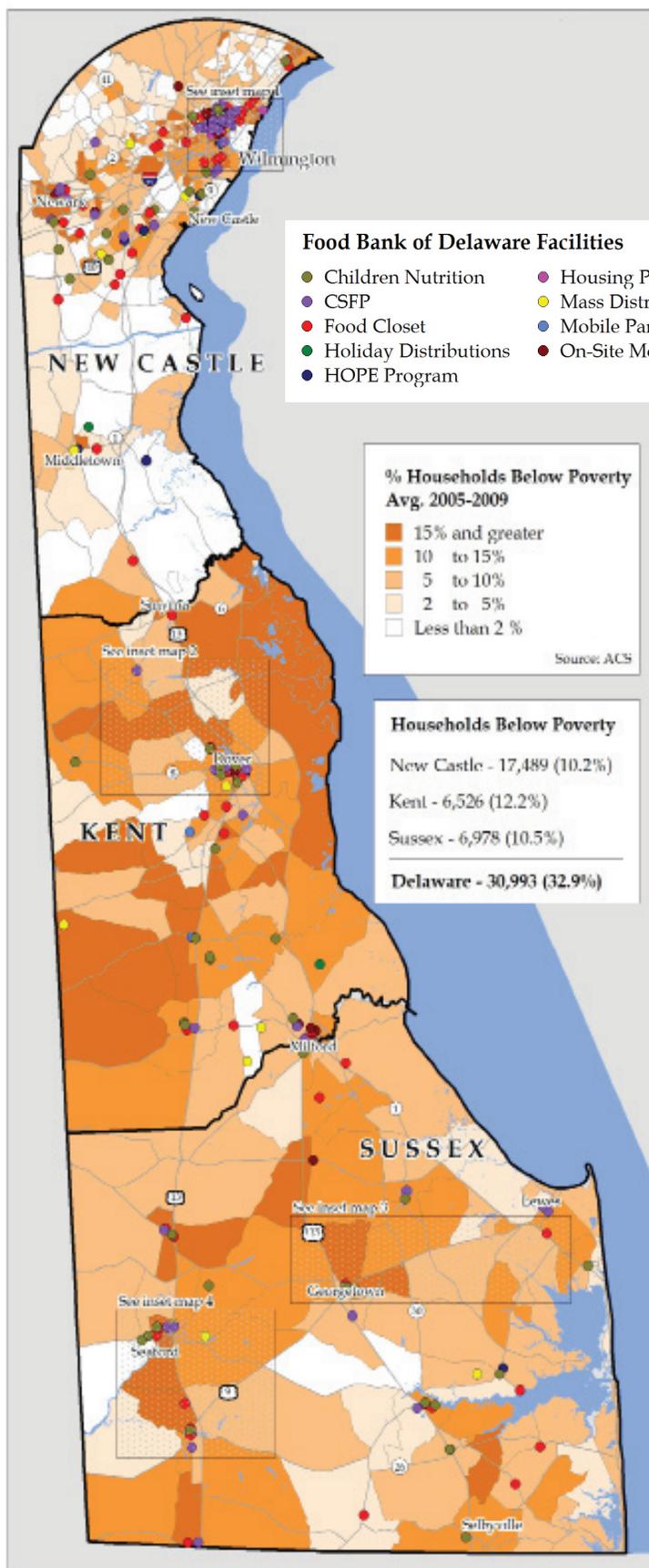
Summer Nutrition Program (Summer Food Service Program): "Food that's in when school is out." Our Summer Nutrition Program provides low-income children with nutritious meals during the summer months. Funded by the United States Department of Agriculture's Summer Food Service Program, meals are prepared daily in The Culinary School kitchen. Volunteers package meals and extra staff is hired to transport meals.

Supplemental Nutrition Assistance Program (SNAP) Outreach: The SNAP Outreach team at the Food Bank of Delaware conducts outreach activities to individuals who are eligible to receive SNAP benefits. By increasing SNAP usage in the state, more families have access to healthy foods and more dollars are available to stimulate the local economy.

The Market at the Food Bank of Delaware: This retail store, open to the public, is a for-profit venture of the Food Bank. Profits from The Market help fund other hunger-relief programs. Wholesale items available at significantly reduced prices.

Food Bank of Delaware Community Impact on Milford, DE

Milford City Council



The Food Bank of Delaware is a statewide organization serving **more than one in four Delawareans**. Our hunger-relief programs focus on low-income families, children, adults with disabilities, the unemployed and underemployed and senior citizens.

In just 2011 the Food Bank of Delaware impacted your district's constituents in the following ways:*

Traditional Food Bank Programs (food pantries, on-site feeding, HOPE, mobile pantries)
POUNDS DISTRIBUTED: 93,193.5

Commodity Supplemental Food Program (monthly food program for seniors)
MEAL BOXES DISTRIBUTED: 1,905

Child Nutrition Programs (CACFP/SFSP)
MEALS SERVED: 32,747

Backpack Program:
BACKPACKS DISTRIBUTED: 2,021

SNAP-Education Programs (Supplemental Nutrition Assistance Program, formerly Food Stamps)
CLASSES PRESENTED: 7

*Data is for January 1, 2011-December 31, 2011

Our Vision

Our vision is a community free of hunger.

Expansion is Needed

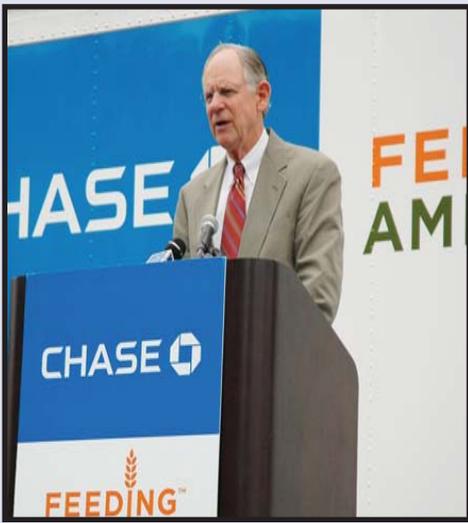
The demand for food assistance services, children's nutrition programs and job training in Kent and Sussex Counties is increasing at a startling rate. The expansion of our current facility addresses existing limitations at our Milford Branch and will allow us to leverage new partnerships to create sustainable programs to help feed hungry Delawareans. At the Food Bank of Delaware we provide not only immediate relief, but needed resources to empower and lift individuals out of poverty.



We have provided emergency food assistance to Delawareans for more than 30 years.



44 percent of household members served by the Food Bank are children under 18 years old..



"It has been a great pleasure to work with the Food Bank of Delaware through the years. I agreed to serve as Chairman of the Capital Campaign because I believe in their vision and trust in their work ethic. It is our goal to raise \$2.8 million – allowing the Food Bank to double the size of the Milford Branch, leverage new partnerships, increase program efficiency statewide, and provide more effective resource allocation to feed hungry Delawareans. I hope that you'll consider working with us to help achieve this goal, and ultimately work toward a community free of hunger."

- Mike Castle
Capital Campaign Chairman

Dear Friends,

Our community is in crisis - currently one out of four Delawareans depend on the Food Bank of Delaware's network of hunger-relief agencies for food assistance. And of these people, **half are children**. Families and individuals who once donated their food, funds and time are now needing help themselves. The demand for food assistance especially in Kent and Sussex Counties, where rural landscapes and limited transportation infrastructures dominate, has sharply increased. Because of this new reality, we must take action. The time to act is now.

To meet these new demands we are embarking on a campaign to expand our existing branch in Milford, Delaware. The expansion of this facility will be critical in ensuring that we continue to abide by our mission - **to provide nutritious foods to Delawareans and provide long-term solutions to the problems of hunger and poverty**. Three key areas will be impacted by this campaign:

1. The Culinary School
2. Children's Nutrition Programs
3. Volunteer Program

Expansion of our Milford Branch will allow us to meet demands for food assistance; provide job training to residents of Kent and Sussex Counties and ensure that children receive proper nutrition in order to learn and grow; and. The success of this campaign will require a combined effort of all community members. Please join us in "feeding our future."

Patricia D. Beebe
President and CEO
Food Bank of Delaware

Scott J. Sukeena
Board Chairman
Food Bank of Delaware

"...Teach a man to fish, and you have fed him for a lifetime."

The Culinary School

The Culinary School provides job training in food service to unemployed, underemployed, ex-offenders and those in career transition. Our goal is to empower students to lift themselves out of poverty through education and obtain employment that will allow them to make a living wage. This 14-week program includes ten weeks of classroom and kitchen training and a two-week internship. We actively recruit students and also partner with the Department of Labor and Division of Vocational Rehabilitation to help identify students looking for career skills in this field.

In Newark, classes fill very quickly. We have a waiting list of prospective students and also field calls from students in Kent and Sussex counties looking to enter the program. Because the distance is a deterrent, a kitchen to house the program is needed in Milford to train residents of Kent and Sussex counties.

Expansion's Statewide Impact

- 45 additional students will receive training each year;
- 75% will become ServSafe® certified;
- 90% will graduate from the program;
- 83% will retain employment for one year.



Students who have successfully completed the program earn wages of between \$8-\$12/hour.



The addition of a kitchen in Milford will allow us to provide trained workers to Kent and Sussex's culinary industry.

Nourishing Strong, Healthy Minds for Growing Kids

Children's Nutrition Programs

It is known that good nutrition is directly tied to children's performance in school and overall well-being. To help address these inadequacies, we run three nutrition programs for at-risk children. These include the CACFP (Child and Adult Care Food Program,) SFSP (Summer Food Service Program,) and the Backpack Program which sends food home with more than 3,000 children each week during weekends and school holidays. Currently, food for these programs is prepared in the Newark kitchen and shipped daily to Milford which then distributes it to children's feeding sites. In New Castle County, children who are fed through CACFP receive hot meals, however, in Kent and Sussex counties, these children receive sandwiches and other cold meals because of the temperature concerns during transport.

Expansion's Statewide Impact

- Hot meals for children in all three counties;
- Improved nutrition and food selection;
- Increased efficiency of meal production and transportation for both the after-school and summer nutrition programs.



Last year through our children's nutrition programs we provided more than 500,000 meals to at-risk children.



currently more than 51,000 children are eligible for free meals in the summer, but only 27% utilize the program.

Volunteers are the heart and soul of the Food Bank of Delaware



Space is limited in the Milford facility for volunteers. They currently work in the aisles of our warehouse.



Last fiscal year volunteers at the Milford Branch donated more than 17,000 hours of their time.

The Volunteer Program

Volunteers are the heart of the Food Bank. Last year we had 15,639 volunteer visits for a total of 50,433 donated hours - this is the equivalent of 24 full-time staff members. We would not be able to feed so many people in need without the support of our volunteers and the strength of our program.

The addition of a strong volunteer coordinator in our Milford facility has put our organization on the map as a volunteer destination for Kent and Sussex counties. However, our biggest challenge is space. The addition of space to house the volunteer program is critical to our ability to provide more food and services to communities in need in the southern part of our state.

Expansion's Statewide Impact

- Storage of an additional 12 pallets of food;
- Double the number of volunteer visits each year
- Produce 1,900 emergency meal boxes for Kent County seniors;
- Produce 1,000 emergency meal boxes for four mobile pantries in Kent and Sussex counties;
- Produce and pack all meals for children in Kent and Sussex counties.

An environmentally- friendly approach to feeding families

Sustainable Technology

The Food Bank of Delaware will be working with consultants during the design phase to incorporate as much environmentally-friendly sustainable technology as possible. The new building is being designed to exceed the current Delaware energy code with wall and roof R-values higher than required to reduce utility costs.

Plans include:

- Building construction to accommodate solar panels when funding becomes available
- Concrete exterior walls filled with foam insulation and metal siding to maximize the efficiency of the HVAC system
- High-efficiency doors and windows
- Strategically placed windows to maximize sunlight and reduce the need for electric lighting.
- Air-cooled variable refrigerant volume heat pump systems
- Light sensors that turn off lights when space is not occupied



The culinary School



children's nutrition Programs



Volunteer Program



Feeding Our Future Campaign Funding Received to Date

Longwood Foundation
 Welfare Foundation
 Delaware Federal Delegation,
 FY 2010 Appropriations
 USDA Rural Development Grant
 Delaware Community Foundation
 Perdue Foundation
 IG Burton and Company, Inc.
 Bank of America

Crestlea Foundation
 Marmot Foundation
 M&T Bank
 Kent County Levy Court
 Labware
 Individuals
 DuPont
 Sussex County Council

Total to date: \$1,639,800

Project Summary with Estimated Budget Outline

Architecture fees:

Estimated cost: \$79,445

Civil engineering fees:

Estimated cost: \$10,700

Permitting and zoning:

Estimated cost: \$20,000

Construction management fee:

Estimated cost: \$150,000

General conditions fees:

Estimated cost: \$205,723

Fixtures, furniture and equipment:

Estimated cost: \$100,000

Permits, bonds and miscellaneous

Estimated cost: \$18,000

Building insurance:

Estimated cost: \$3,300

Telecommunication:

Estimated cost: \$40,260

Contingency @ 10 percent:

Estimated cost: \$250,297

Construction:

Substructure

Shell

Interior

Estimated cost: \$1,155,880

Construction cost office renovation:

Windows

Flooring

Paint

Drywall

Mechanical

Lighting

Estimated cost: \$79,200

Sitework:

Estimated cost: \$150,000

Kitchen equipment:

Estimated cost: \$440,459

Maintenance fund:

Estimated cost: \$50,000

Grand project total: \$2,753,264

From: Kim Kostas [KKostas@fbd.org]
Sent: Tuesday, August 21, 2012 3:04 PM
Subject: You are invited! Food Bank of Delaware Milford Groundbreaking

We're breaking ground on our Milford Branch expansion project!

The demand for food assistance services, children's nutrition programs and job training in Kent and Sussex Counties is increasing at a startling rate. To help meet these demands we are nearly doubling the size of our current facility in Milford!

Please join us as we officially break ground on this much-needed project for the state of Delaware! Help us Feed Our Future!

**When: Monday, September 17
11:00 a.m.**

**Where: Food Bank of Delaware
Milford Branch
1040 Mattlind Way**

Lunch will be served by students from our Culinary School. RSVP to Kim Kostas at (302) 444-8074 or kkostas@fbd.org.



The creation of a volunteer room will allow volunteers to pack bags full of weekend food for kids and emergency meal boxes for families and seniors.



The Milford expansion project will allow us to serve hot meals to children in after-school programs.





The addition of a kitchen in Milford will allow us to provide trained workers to Kent and Sussex's culinary industry.

Milford, Delaware, Code of Ordinances >> PART II - GENERAL LEGISLATION >> **Chapter 230 - ZONING**
>> **ARTICLE VI - Signs** >>

ARTICLE VI - Signs

[Amended 7-11-1994]

§ 230-24. - Permitted and prohibited signs.

§ 230-25. - Construction; violations and penalties.

§ 230-26. - General standards.

§ 230-24. - Permitted and prohibited signs.

For the purpose of this article of this chapter, the regulations are hereby set forth as follows:

- A. Signs permitted without limitation in all zoning districts shall be as follows:
- (1) Authorized signs regulating traffic under state or city authority.
 - (2) Signs designating public transportation pickup points.
 - (3) Informational signs: those erected for safety or those installed to provide directional information and those erected for the identification of public rest areas, public parking areas, entrances or exits and loading or unloading zones (not to exceed 2 1/2 square feet in area and nonilluminated).
 - (4) Warning signs and no trespassing signs.
 - (5) Memorial plaques, corner stones and signs designating historical sites.
 - (6) Signs required to be posted by law.
 - (7) Duly authorized governmental signs, public notices and signs posted or maintained by governmental order, rule or regulation.
 - (8) Flags or emblems of governmental, educational or religious organizations.
 - (9) Address signs, not to exceed one for each principal building or premises, not to exceed 160 square feet in area. The signs shall show only numerical address designations of premises upon which they are affixed/maintained.
 - (10) Signs designating permanent subdivisions, not to exceed 20 square feet in area, with only two per each street frontage.
 - (11) Signs which are attached or are integral to fuel dispensing pumps or devices, to be no larger than the servicing device to which they are attached.
 - (12) Temporary sign for sale (realty, private owner, etc.), rental or lease of premises at location. Allowance shall be determined by the Code Official.
- B. Signs prohibited in all zoning districts shall be as follows:
- (1) Flashing signs.
 - (2) Animated signs.
 - (3) Signs producing noise or sounds.
 - (4) Signs emitting visible smoke, vapor, particles or odor.
 - (5) Signs/advertising materials which obstruct visibility of motorists or pedestrians at any location.
 - (6)

Signs which, by reason of wording, position, shape or color, may cause interference with or obstruction of view or may be confused with authorized traffic signage. The allowance shall be determined by the Code Official.

- (7) Signs attached to fire-fighting equipment, emergency egress doors, windows and like emergency purposes.
- (8) Signs causing radio, television or other communication interference because of lighting or control mechanism(s).
- (9) Flags (other than United States flags), banners, twirling/spinning, sandwich/A-type, sidewalk/curb signs (nonpermanent) and balloons or other gas-filled figures. Allowance shall be determined by the Code Official.
- (10) Signs attached to trees, fences, utility poles or any other means not designated by this article or that which is not approved by a City Code Official. Exceptions are public notices and public announcements (as previously stated).
- (11) Portable signs, fixed on movable stands or chassis, or those self-supported types not permanently embedded or any sign that allows ready transport from site to site.

§ 230-25. - Construction; violations and penalties.

- A. All signs permitted by this article shall be erected/placed in accordance with the zoning requirement set forth by this chapter (regarding setbacks, sizes and height limitations) and shall be constructed so as to withstand loadings imposed by wind or the direct result of the sign's weight or stresses that may be otherwise imposed. All signage applications shall be accompanied by scale drawings and shall meet the approval of the Plans Review Official.
- B. Any violations of city code(s)/ordinance(s) regarding the laws governing signs within the City of Milford shall be grounds for the removal of the sign in question, fines, imprisonment or all of the preceding. This shall be determined by the Code Official.

§ 230-26. - General standards.

The chart, found at the end of this chapter, shall determine the size and height requirements allowed within the designated zoning district. Additional requirements are as follows:

- A. Setback.
 - (1) Commercial/industrial districts: 10 feet from front right-of-way line.
 - (2) Noncommercial districts (nonresidential):
 - (a) Advertising: 10 feet from front right-of-way line.
 - (b) Nameplate, identification and instruction: five feet from right-of-way line.
- B. Sign standards chart (end of chapter).
- C. Guidelines for all zoning districts. The following are the general guidelines for signage in all zoning districts:
 - (1) Sidewalk or pedestrian areas are not to be obstructed in any way by signs of any type.
 - (2) Variances for dimensional increases in area, height or coverage must be submitted for review and determination by the Board of Adjustment of the City of Milford. Violations of the requirements set forth in the attached chart shall be deemed as a violation of this chapter and will be subject to the penalties herein described.
 - (3) All signs whose primary function it is to direct attention to the identity of the business, professional or industrial activity and which describes said nature of such operation

shall be deemed a business sign. Such signs shall not exceed two in number on any one road frontage.

- D. Guidelines for C-2 Zoning District. The following are the general guidelines for signage within the C-2 Downtown Commercial District:
- (1) Signs shall reflect simplicity, using graphics and minimum information.
 - (2) Light-colored lettering should be used over dark matte background as the dominant motif.
 - (3) Signs should have a singular theme.
 - (4) A maximum of three colors may be used.
 - (5) Signs should employ a style consistent with the age of the building.
 - (6) Signs should fit into the size and proportions of the building.
 - (7) Wall signage shall be placed directly above the storefront.
 - (8) Wall signs should be made of natural materials, when feasible.
 - (9) Awning signs shall be carefully mounted and add variety and color to the streetscape. All awning signage and the awning assembly shall be kept properly maintained and shall be repaired as needed.
- E. Political signs.
- (1) Residential and Downtown Commercial Districts.
 - (a) Political signs shall not exceed 24 inches by 36 inches or six square feet.
 - (b) The maximum height of any political sign shall not exceed three feet.
 - (c) All political signs shall be removed within seven days after the election.
 - (2) Other zoning districts.
 - (a) Political signs shall not exceed 48 inches by 60 inches or 20 square feet.
 - (b) The maximum height of any political sign shall be no more than five feet.
 - (c) All political signs shall be removed within seven days after the election.
- F. EMB signs. The following are the guidelines for all EMB signage:
- (1) EMB signs are only permitted in the C-3 Zoning District.
 - (2) Contain static messages for at least eight seconds before changing the message and shall not have animation on any part of the sign, nor shall such sign have varying light intensity during the display of any single message.
 - (3) May not operate at brightness levels of more than 0.20 foot candles above ambient light levels as measured at a distance of 150 feet.
 - (4) The owner of said EMB sign shall provide a certification by an independent contractor of the lumens showing compliance at time of building permit application.
 - (5) Each sign shall have a light sensing device that will adjust the brightness of the display as the natural ambient light conditions change.
 - (6) Shall meet the same installation and permitting requirements and inspections as set out for all other signs.
 - (7) The owner of said sign shall coordinate with the local authorities to display, when appropriate, emergency information important to the traveling public including, but not limited to Amber Alerts or alerts concerning terrorist attacks or natural disasters. Emergency information messages shall remain in the advertising rotation according to the protocols of the agency that issues the information.
 - (8) The owner of said sign shall provide to the City of Milford contact information for a person who is available to be contacted at any time and who is able to turn off the

electronic sign promptly after a malfunction occurs. If, at any time the EMB display lights malfunction or are no longer working, the owner of said sign shall make repairs to the sign within 60 days or the sign will require removal.

- (9) Each sign located on a state maintained road must comply with all Delaware Department of Transportation rules and regulations applicable to electronic changeable message signs where not in conflict with this [article].

[Ord. No. 2010-1, §§ 4—7, 5-24-2009]