

City of Milford



AGENDA

Monthly Council Meeting

August 12, 2013

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

COUNCIL MEETING - 7:00 p.m.

Call to Order - Mayor Joseph R. Rogers

Invocation

Pledge of Allegiance

Approval of Previous Minutes

Recognition

Monthly Police Report

City Manager Report

City Manager Budget Message FY2013-14

Committee & Ward Reports

Communications & Correspondence

Unfinished Business

FOIA Issues/Miscellaneous Meetings/Gatherings of City Council/Solicitor Rutt

Approval of Revised Redner's Market Agreement (Gasoline Pumps)

Approval of Redner's Market Escrow Agreement

Approval of Boys & Girls Club Agreement/Athletic Field

DBF/Engineering/On-Call Services*

Water System Improvements/Drinking Water State Revolving Fund Loan*

Shawnee Acres Pump Station*

DBF Proposal/Revised Southeast Front Street Rehabilitation Project

FY 2013-2014 Budget Adjustment/DBF Expenses/Washington Street Water Tower Piping Improvements Project/

Approval of Funding Source

FY 2013-2014 Budget Adjustment/DBF Expenses/PNC Bank Expenses/Approval of Funding Source***

Masten Realty PNC Appraisal/Approval of Funding Source

New Business

FY 2013-2014 Budget Adjustment/Water Department

St. John's Oktoberfest/Fundraiser/Permission to Sell Alcohol

Adoption of Resolution 2013-17/Scheduling Board of Revision and Appeals/Property Tax FY2013-14

Approval of Milford School District/MOU

CTF Funding /Swap-Out/Senator Colin Bonini/Milford Food Bank**

CTF Funding/Swap-Out/Representative Jack Peterman/Carlisle Fire Company***

Monthly Finance Report

Executive Session

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

Pursuant to 29 Del. C. §10004(b)(4) Strategy sessions, including those involving legal advice or opinion from an attorney-at-law, with respect to collective bargaining or pending or potential litigation (City Lease Agreement)

Adjourn

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.

**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.**

Milford Police Department



E. Keith Hudson
Chief of Police



400 N.E. Front Street
Milford, Delaware 19963

TO: Mayor and Members of City Council

FROM: E. Keith Hudson, Chief of Police

DATE: August 12, 2013

RE: Activity Report/July 2013

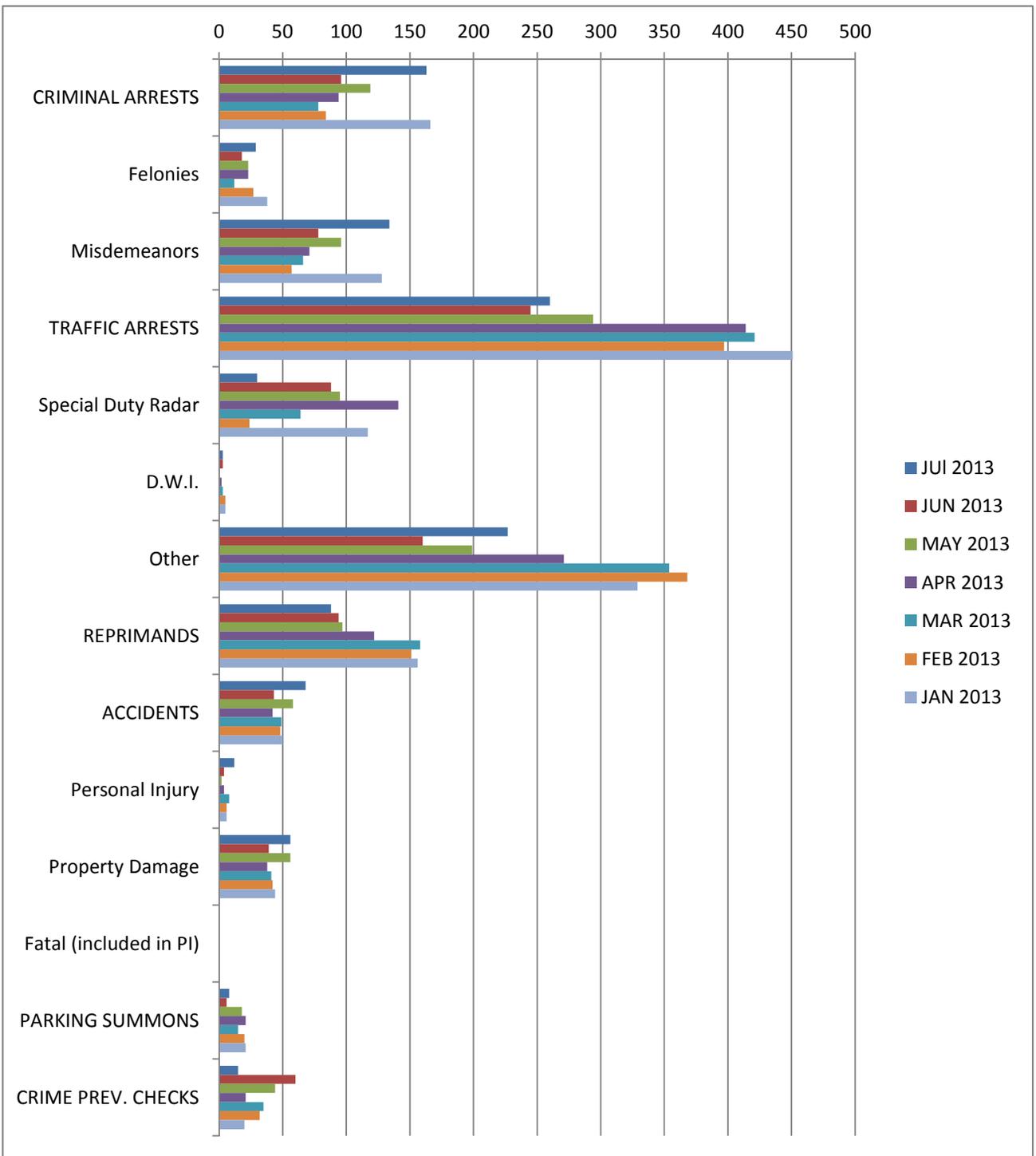
Monthly Stats:

A total of 423 arrests were made by the Milford Police Department during July 2013. Of these arrests, 163 were for criminal offenses and 260 for traffic violations. Criminal offenses consisted of 29 felonies and 134 misdemeanors. Traffic violations consisted of 30 Special Duty Radar, 3 Drunk-Driving charges, and 227 other.

Police officers investigated 68 accidents during the month (12 personal injury, and 56 property damage) and issued 88 written reprimands. In addition, they responded to 1065 various complaints including city requests and other agency assistance.

JULY 2013 ACTIVITY REPORT

	JUL 2013	TOTAL 2013	JUL 2012	TOTAL 2012
COMPLAINTS	1065	7457	1448	9172
CRIMINAL ARRESTS	163	800	149	1328
Felonies	29	170	24	355
Misdemeanors	134	630	125	973
TRAFFIC ARRESTS	260	2482	953	4421
Special Duty Radar	30	559	436	1990
D.W.I.	3	21	9	50
Other	227	1908	508	2381
REPRIMANDS	88	866	184	1023
ACCIDENTS	68	358	45	304
Personal Injury	12	42	7	35
Property Damage	56	316	38	269
Fatal (included in PI)	0	0	0	1
PARKING SUMMONS	8	109	19	97
CRIME PREV. CHECKS	15	227	63	372
FINES RECEIVED	\$ 10,161.16	\$ 75,371.31	\$ 20,995.30	\$ 91,772.30



COUNCIL REPORT

AUGUST 12, 2013

ADMINISTRATION

I am happy to report we settled on the PNC property on Friday August 2, 2013. I intend to immediately begin the process of making the changes needed to adapt the space to suit our billing operations. I will report a schedule for moving our billing office to that location as soon as I know the dates.

ELECTRIC

Materials for our sub-station project are arriving by the truckload. We have started utilizing the warehouse space we recently rented, and it is making the inventory of the materials easy to track. The project should be completed by late fall.

The staff has been working on the off-site printing and mailing of our utility bills. The first mailing of the new billing format was sent out on Friday August 9, 2013. I have included an example of the bill. Mayor and Council can bring any changes they feel are necessary to my attention and we can institute those changes in the next cycle. I think the layout of the information to our customers regarding their usage and costs is clear and more informative than in the past.

SEWER AND WATER

The demolition is progressing very satisfactorily, and I think the work will be completed ahead of schedule. We will be moving ahead with the bidding process for the next phase of the project in the very near future.

The Washington Street sewer pump station rebuild is also coming along on schedule. The bypass pumps are working with no problems of capacity even with the recent heavy rains. I am happy that these two much needed facilities are able to be moved forward at the same time, since being located so close to each other could have not allowed that to happen.

UNDERSTANDING YOUR NEW BILL



DEFINITIONS ON THE FRONT AND BACK EXPLAINING YOUR NEW BILL

Follow the **Numbers** to match with the detailed bill information.

1) CURRENT METER INFORMATION - Shows the service period, days of service, meter number(s) for current billing cycle.

2) COMPARE YOUR USAGE - A quick reference showing the daily average usage and monthly comparison to the previous month and same month a year ago.

3) MESSAGE CENTER - This section is used to inform the customer about services and other items of interest.

4) ACCOUNT INFORMATION - This section list your Account Number, Service Address, Bill Date, and Due Date.

5) ACCOUNT ACTIVITY - Payments or adjustments during the previous billing period prior to this billing.

6) NEW CHARGES - Billing and New Charge Summary information.

7) ACCOUNT BALANCE - Information on your Current Charges, Total Amount Due, and After Due Date charges.

8) CUSTOMER'S MAILING ADDRESS - This is the address we use to mail your bill to you.

9) REMITTANCE INFORMATION - This section list your Account Number, Service Address, Due Date, Total Amount Due, and After Due Date.

10) REMITTANCE ADDRESS - This is the address to mail your payment or correspondence.



THE CITY of Milford DELAWARE
A Public Power Community
180 Vickers Dr
Milford, DE 19963
Office Hours: 8 am- 4:30pm M-F
Office Phone #: 302-422-6616
Visit us online: www.cityofmilford.com

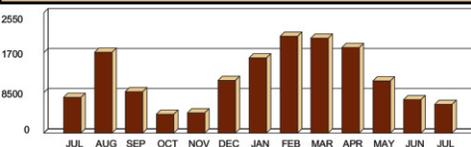
1 CURRENT METER INFORMATION

Type	Service Period	Days	Meter Number
EL	06/03/13 06/28/13	25	E24825613AE
WA	06/03/13 06/28/13	25	W06701742HE

Account History/Electric

PERIOD	DAYS	KW USED	DAILY AVG KW
CURRENT	25	616	25
LAST MONTH	31	717	23
YEAR AGO	38	1723	45

2 YOUR MONTHLY ELECTRIC USAGE IN EL-KWH



3 SPECIAL MESSAGE

REMINDER: Yard waste pick-up is scheduled every OTHER Wednesday, the same week as your scheduled Recycling pick-up. MAROON & GOLD!

Account STATEMENT

4 ACCOUNT INFORMATION

ACCOUNT # 1234-45678 CYCLE-ROUTE: 01-04
SERVICE ADDRESS: 1234 STREET DRIVE
BILL DATE: 07/05/13
DUE DATE: 07/22/13

5 ACCOUNT ACTIVITY

LAST BILL 155.79
TOTAL PAID SINCE LAST BILL -155.79

6 NEW CHARGES

EL ELECTRIC 91.51
SE SEWAGE 16.65
TR TRASH 23.50
WA WATER 5.98
TOTAL NEW CHARGES 137.64

7 ACCOUNT BALANCE

CURRENT CHARGES 137.64
TOTAL AMOUNT DUE 137.64
AFTER DUE DATE 139.70

TOTAL DUE 137.64

9 REMITTANCE INFORMATION

ACCOUNT NUMBER 1234-45678
CYCLE-ROUTE: 01-04
SERVICE ADDRESS: 1234 STREET DRIVE
DUE DATE: 07/22/13
TOTAL AMOUNT DUE 137.64
AFTER DUE DATE 139.70

AMOUNT ENCLOSED

8 To change mailing address check here and fill out back of form.

00000001 10Z 0000123 00 00000001
11 AV 0.360 0.3600
JOHN Q SAMPLE
1234 STREET DRIVE
MILFORD DE 19962-0000

10 City of Milford
P.O. Box 159
Milford, DE 19963



000008960000005320137.64

DEFINITIONS (continued) EXPLAINING YOUR NEW BILL

11

Follow the **Numbers** to match with the detailed bill information.

11) BILL DETAIL - List of all the itemized detail for service(s) on your account.

12) PAYMENT OPTIONS - Payments can be made at our local office, online, or drop box.

13) CHANGE OF CONTACT INFORMATION - This portion is a form supplied for you to update any of your personal information. Check box on front of remit and mail in with payments.

	Service Period	Days	Meter Number	Units	Current	Previous	Usage
EL	06/03/13 06/28/13	25	E24825613AE	KWH	7811	7195	616
					ELECTRIC USAGE FOR 07/12		764
WA	06/03/13 06/28/13	25	W06701742HE	GALS	40108	39924	184
					WATER USAGE FOR 07/12		2180

Service	Consumption	Charge	Total
EL	BASE CHARGE	5.00	4.00
EL	ALL REMAINING USAGE	611.00	84.32
EL	ENERGY COST ADJ.	616.00	3.08
EL	GREEN ENERGY FUND	616.00	0.11
	TOTAL ELECTRIC		91.51
WA	BASE CHARGE	1000.00	3.25
WA	1001-4000 GALS	840.00	2.73
	TOTAL WATER		5.98
SE	BASE CHARGE	1000.00	10.00
SE	OVER 1,000 GALS.	840.00	2.34
SE	SEWAGE TREATMENT	1840.00	4.31
	TOTAL SEWER		16.65
TR	RESIDENTIAL TRASH	06/03/2013 06/28/2013	23.50
	TOTAL OTHER		23.50



**Know what's below.
Call before you dig.**

Call Miss Utility of Delmarva at 800-282-8555 or 800-441-8355

12

PAYMENT OPTIONS

- Customer Service office at 180 Vickers Drive
- Online
- Drop Box at City Hall - 201 S. Walnut and Public Works 180 Vickers Drive



13

CHANGE OF CONTACT INFORMATION

First Name _____ Middle Initial _____ Last Name _____

Street Address _____ City _____ State _____ Zip _____

Home Telephone Number () _____ Business Telephone Number () _____

Cell Telephone Number () _____ E-mail _____

Comments _____



DELAWARE SOLID WASTE AUTHORITY

Pasquale S. Canzano, P.E., BCEE
Chief Executive Officer

Richard P. Watson, P.E., BCEE
Chief Operating Officer

Board of Directors

Richard V. Pryor
Chairman
Ronald G. McCabe
Vice Chairman
Theodore W. Ryan
Timothy P. Sheldon
Tonda L. Parks
Gerard L. Esposito
Gregory V. Moore, P.E.

July 11, 2013

Richard Carmean
City of Milford
P.O. Box 159
Milford, DE 19963

Dear Richard:

Enclosed please find the City of Milford's numbers for the month of June 2013.

**June 2013
Weight in Pounds**

MARSHALL STREET

SINGLE-STREAM TOTAL	OIL GALLONS
18,202	585

MILFORD MIDDLE SCHOOL

4,550	
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MILFORD COMMONS

12,134	
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Sincerely,

Rich Von Stetten
Sr. Manager of Statewide Recycling

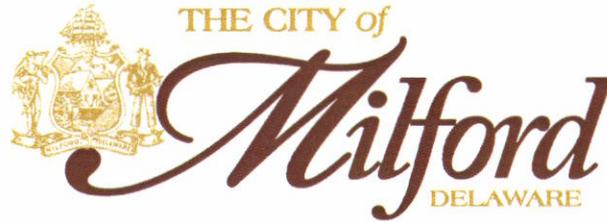
C:\RVS\RD correspondence\cityofmilford.doc
Christie Murphy
Attachments: City of Milford Curbside Totals

1128 S. Bradford Street, P.O. Box 455, Dover, Delaware 19903-0455
Phone: (302) 739-5361 Fax: (302) 739-4287

CITIZENS' RESPONSE LINE: 1-800-404-7080 www.dswa.com

**CITY OF MILFORD CURBSIDE RECYCLING
JUNE 2013**

Date Out	Trans Num	MT Label	DT Label	Bill Acct Name	Net TN
6/6/2013	736398	7100-RC Single Strea	7000-Recommunity	City of Milford	3.93
6/6/2013	736399	7100-RC Single Strea	7000-Recommunity	City of Milford	4.29
6/7/2013	736475	7100-RC Single Strea	7000-Recommunity	City of Milford	4.25
6/7/2013	736478	7100-RC Single Strea	7000-Recommunity	City of Milford	3.77
6/13/2013	737118	7100-RC Single Strea	7000-Recommunity	City of Milford	3.84
6/13/2013	737160	7100-RC Single Strea	7000-Recommunity	City of Milford	2.7
6/13/2013	737162	7100-RC Single Strea	7000-Recommunity	City of Milford	1.75
6/20/2013	737942	7100-RC Single Strea	7000-Recommunity	City of Milford	4.75
6/20/2013	737945	7100-RC Single Strea	7000-Recommunity	City of Milford	3.95
6/21/2013	738012	7100-RC Single Strea	7000-Recommunity	City of Milford	4.14
6/21/2013	738015	7100-RC Single Strea	7000-Recommunity	City of Milford	4.85
6/27/2013	738774	7100-RC Single Strea	7000-Recommunity	City of Milford	3.66
6/27/2013	738786	7100-RC Single Strea	7000-Recommunity	City of Milford	3.89
6/28/2013	738880	7100-RC Single Strea	7000-Recommunity	City of Milford	4.63
				TOTAL	54.4



OFFICE OF THE CITY MANAGER

JUNE 12, 2013

To the Honorable Mayor and Members of the City Council:

I am pleased to present you with the approved Fiscal Year 2013-2014 Budget for the City of Milford. This budget reflects the anticipated revenues and expenditures for the period July 2013 through June 30, 2014.

As is the intent of this document, the information contained herein gives our citizens an overview of the cost of operations and services provided by the city. It also allows citizens to observe and understand how revenues are generated to cover those costs.

This document is a map for the City Manager and City Departments to follow in carrying out the business of the city. While a great amount of time and energy is expended by the City Manager, Finance Director, City Staff, and Finance Committee to assure the delivery of services is provided for by funding and revenue, there is always the possibility changes may be needed during the fiscal year.

BUDGET OVERVIEW

This approved FY 2013-2014 Budget is balanced with no increase in our property tax rate.

The 2013-2014 Budget does not include an increase in water, sewer, or trash fees.

SUMMARY

As I do every year, I want to thank the Mayor and Council, Finance Committee, Finance Director, and all Department Heads who participated in developing this budget. While the answer to many requests was no, I appreciate the continuing efforts of my Staff to attempt to do more with less. I am proud to work with all those people mentioned, and proud of the financial stability of this City.

Richard D. Carmean
City Manager



Sussex County

**Habitat
for Humanity®**

partnering with



Join us for a Project Blessing & Ground Breaking

**August 20, 2013 at 5:00 PM
on Gilcrest Street, Milford, DE**

Followed by a celebration at



**(Milford location) who will be donating
20% of the night's (4-9 pm) proceeds to
Sussex County Habitat for Humanity**



**Meet the
Deleon Family**

**We will also have a
Grotto Gift Basket Raffle
and 50/50!**

**Learn more about Habitat
and how to volunteer
On this project!**

*Seeking to put God's love into action, Sussex County Habitat for Humanity
brings people together to build homes, communities and hope.*

www.sussexcountyhabitat.org • 302-855-1153

**DELAWARE LEAGUE OF LOCAL GOVERNMENTS
ANNUAL DINNER MEETING
SEPTEMBER 22ND, 2013
DOVER DOWNS HOTEL
DIAMOND RM#1- 4TH FLOOR
1131 NORTH DUPONT HIGHWAY
DOVER, DELAWARE**

SOCIAL HOUR: 3:00 P.M. – 4:00 P.M.
OPENING: 4:00 P.M. – 4:30P.M.
DINNER: 4:30 P.M. – 5:30 P.M.
PROGRAM: 5:30 P.M. – 6:30 P.M.

PROGRAM

The Delaware League of Local Governments will be celebrating 50 years of service to our municipalities and counties. The League will be honoring our past Presidents for their service to the League. Past Presidents include (and hopefully will be in attendance):

William Redd, Layton Johnson, James Hutchison Sr., Peggy Baunchalk, Robin Christiansen, Donald Mulrine, Harold Godwin, James Baker, James Ford, Carleton Carey, and George C. Wright Jr.

The League will also be honoring the 2013 Municipal Chief of Police & Municipal Police Officer of the Year, Town Manager of the Year, and Town Clerk of the Year. President Branner is requesting that each attendee wear their 50th Anniversary lapel pin, which was presented at the last League meeting in May. If you did not receive one, they will be available at the registration desk. We are looking forward to seeing you at this historic occasion.

NEXT MEETING: THURSDAY OCTOBER 24TH, 2013

Special diets can be accommodated with 24 hours notice

WE MUST HAVE YOUR RESERVATIONS NO LATER THAN SEPTEMBER 12TH, 2013

Mail To: Delaware League of Local Governments
P.O. Box 484
Dover, Delaware 19903
Telephone: 302-678-0991 Email: gwright@udel.edu

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

PLEASE LIST THE NAMES OF THOSE ATTENDING

<u>Name</u>		<u>Title</u>
_____	&	_____
_____	&	_____
_____	&	_____
_____	&	_____
_____	&	_____
_____	&	_____

****Please note the increase in amount****

- () Check enclosed for () dinners @ **\$30.00** each
- () Please direct bill the Municipality/County/Agency
- () Payment will be made at the door
- () Enclosed for () dinners @ **\$30.00** each



July 10, 2013

Mr. Richard D. Carmean
Interim City Manager
City of Milford
201 S. Walnut Street
Milford, Delaware 19963

Dear Mr. Carmean:

Comcast would like to advise you of a programming change coming to our channel lineup in July. The below bill message details the moves that are occurring.

IMPORTANT INFORMATION: Effective July 30, 2013, Fox Soccer ch 725 and Fox Soccer HD ch 842 will move from Sports Entertainment Package to Digital Starter.

Customers are receiving notice of these changes via the bill message.

Please do not hesitate to contact me at (302) 672-5936 with any questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to be "R. Thomas Worley".

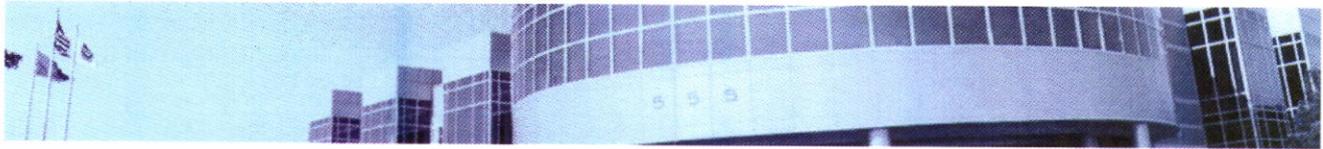
R. Thomas Worley
Sr. Director Government Regulatory Affairs



Directions

2 Notifications

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- [ONLINE](#)
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- [BUSINESS](#)
- [ABOUT US](#)
- [EMERGENCY CONTACTS](#)



Search Date Span

Boards & Committees Start: Start End

Levy Court

Category

Kent County Meetings & Events

Event	Meeting Group	Category	Date/Time	Links
Levy Court Special Business and Committee Meeting	Levy Court	Special Business and Committee Meeting	7/9/2013 7:00 PM	Agenda Replay Video Minutes
FSMHA Crab Feast/Irish Eye's, Lewes	Levy Court	Special Posting	7/11/2013 5:30 PM	
Levy Court Business Meeting	Levy Court	Business Meeting	7/23/2013 7:00 PM	Agenda Replay Video
Governor's Day/State Fair	Levy Court	Special Posting	7/25/2013 5:30 PM	
Levy Court Special Business Meeting	Levy Court	Special Business Meeting	7/30/2013 7:00 PM	Agenda Replay Video
Levy Court Combined Special Business and Committee Meetings	Levy Court	Special Business and Committee Meetings	8/13/2013 7:00 PM	
Levy Court Business Meeting	Levy Court	Business Meeting	8/20/2013 7:00 PM	

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Like 2

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PUBLIC NOTICES

CALENDAR OF EVENTS

COUNTY NEWS

**UTILITY AGREEMENT
SOUTHEAST MILFORD
SUSSEX COUNTY, DELAWARE**

This Water Service Agreement (“**Agreement**”) is dated this ____ day of _____, 2013, by and between the

City of Milford, a municipal corporation
in the State of Delaware, hereinafter the “**City**”

-AND-

Redner’s Markets, Inc.
hereinafter referred to as “**Redner’s**”

WHEREAS, it is the desire of the **City** to provide a safe, reliable source of drinking water to serve the city residents and businesses; and

WHEREAS, the **City** is in need of replacement of well # 9 which is a shallow water well located at its Seabury Avenue Water Treatment Facility. Said well #9 contains a well head protection area which extends south of the well facility across adjacent property owned by Shawnee Farms LLC (hereinafter referred to as the **Owner**) and being leased in part by **Redner’s** and as depicted on Attachment A;

WHEREAS, it is the desire of **Redner’s** to further develop property within the **Owner’s** property with the installation of a self-serve gas station (“**Gas Station**”), which will require Conditional Use approval from Milford City Council;

WHEREAS, said self-serve Gas Station is to be located within a portion of the **Owner’s** property being impacted by the well head protection area associated with the **City’s** well #9.

WHEREAS, the **City** intends to investigate the abandonment of the existing well #9 and investigate the installation of a deeper replacement well at the Seabury Avenue Facility.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto agree as follows:

- A. The **City** shall process the conditional use request by **Owner** through their standard review and approval process. All costs associated with the conditional use application process shall be the responsibility of **Owner**. This agreement shall

not be construed as a guarantee that said conditional use application shall be approved by the City.

B. This agreement and all cost sharing obligations set forth herein shall be contingent upon **Owner** receiving conditional use approval for the proposed Gas Station as submitted by **Owner** and **Owner** and/or **Redner's** receiving all other federal, state or local approvals or permits necessary to operate the Gas Station. Terms of the cost sharing associated with the well abandonment, investigation and possible installation of a new deeper replacement well including any and all costs associated with contract administration, design, permitting, bidding, advertisement, inspection and contract closeout shall be as follows:

1. The **City** and **Redner's** agree to share equally (50/50) in the cost to properly abandon existing well #9 in accordance with DNREC rules, regulations and requirements. *Abandonment of this shallow well shall result in the reduction of the well head protection area from its current size to a diameter of 150 feet from the well(s) associated with the Seabury Avenue facility.*

2. The **City** and **Redner's** agree to share equally (50/50) in the cost of installing one (1) exploratory bore hole to a depth of approximately 600 feet for the purposes of determining the aquifer characteristics in the area of the Seabury Avenue Facility.

3. Based on positive results from the exploratory bore, the **City** and **Redner's** agree to share equally (50/50) in the installation of a test well at the Seabury Avenue Facility for the purpose of determining the water quality and long term production capacity of the selected aquifer.

4. Based on positive results from the exploratory bore and the test well, the **City** and **Redner's** agree to share equally (50/50) in the installation of one (1) deep production well including associated pumps, piping and valves necessary to connect the new well to the existing treatment plant. All work is to be performed in accordance with DNREC regulations and requirements.

5. It is agreed that **Redner's** portion of the costs directly related to the work set forth in sub-paragraph B1 thru B4 above shall not exceed Two Hundred Thousand Dollars (\$200,000.00).

- C. The work listed in Paragraph B and **Redner's** obligations shall be contingent upon **Owner** successfully obtaining its conditional use approval for the gas station as submitted by the **Owner** and **Owner** and/or **Redner's** receiving all other federal, state or local approvals necessary to operate the Gas Station. This agreement shall be null and void if: (1) the conditional use approval for the Gas Station as submitted by the **Owner** is not granted by the **City** (2) **Owner** and/or **Redner's** do not receive all other federal, state or local approvals or permits necessary to operate the Gas Station.
- D. In accordance with the terms and conditions of an escrow agreement ("Escrow Agreement") dated of even date herewith and between the **City, Redner's and Escrow Agent (as defined in the Escrow Agreement), Redner's** shall deliver to Escrow Agent the sum of Two Hundred Thousand Dollars (\$200,000.00) ("Escrow Funds"), which shall serve as Redner's maximum potential contribution for the work described in Subparagraphs B(1)-(4) of this Agreement. The Parties shall direct and authorize the Escrow Agent in writing when and how to disperse the Escrow Funds in accordance with this Agreement and subject to the terms and provisions of the Escrow Agreement. A true and correct copy of the Escrow Agreement is attached hereto and incorporated herein as if set forth at length as Attachment "B".
- E. Except as otherwise set forth herein, payment of invoices for the work directly related to the work described in Subparagraphs B above, shall be authorized in writing by both Parties and delivered to Escrow Agent who shall disburse such funds in accordance with such written authorizations and subject to the terms of the Escrow Agreement. Such invoices shall provide reasonable detail of the work performed and the costs associated with such work. Should payment not be made following the joint written authorization to Escrow Agent and within the time specified in the Escrow Agreement, the City reserves the right to withhold the Certificate of Occupancy (C of O) for the Gas Station or, if the Gas Station is open, reserves the right to revoke the C of O until such time as all payments are received.
- F. Miscellaneous
1. This **Agreement** shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs and assigns.

2. This **Agreement** cannot be modified, supplemented or altered in any respect except by writing signed by the parties hereto, or their respective successors, heirs or assigns.

3. This **Agreement** shall be governed by, and construed under, laws of the State of Delaware. If any term or provision of this Agreement or application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

4. This **Agreement** contains the entire agreement among the parties hereto and supersedes all prior or contemporaneous oral and written agreements and practices.

IN WITNESS WHEREOF, each of the parties hereto has caused this **Agreement** to be executed.

Signed, Sealed and Delivered:

Witness:

 Name:

Redner's Markets, Inc.
 By: _____
 Printed Name: _____
 Title: _____

Witness:

 Name: Teresa K. Hudson
 Title: City Clerk

City of Milford
 By: _____
 Printed Name: Joseph R. Rogers
 Title: Mayor

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (" Escrow Agreement") is made as of the _____ day of _____, 2013, by and among the CITY OF MILFORD, DELAWARE, with a mailing address of 201 S. Walnut St. Milford, DE 19963 ("City"), and REDNER'S MARKETS, INC., a Pennsylvania corporation, with a mailing address of 3 Quarry Road, Reading, Pennsylvania 19605 ("Redner's") and KOZLOFF STOUDTATTORNEYS, a Pennsylvania professional corporation, with a mailing address of 2640 Westview Drive, Wyomissing, Pennsylvania 19610 (the "Escrow Agent"). City, Redner's and Escrow Agent are hereinafter sometimes collectively referred to as the "Parties".

WITNESSETH:

Whereas, the City and Redner's have entered into a Water Service Agreement ("Water Service Agreement"), a true and correct copy of which is attached hereto and incorporated herein as if set forth at length as Exhibit "A"; and

Whereas, subject to the terms and conditions of the Water Service Agreement, Redner's agrees to be responsible for Fifty Percent (50%) of the costs directly related to the work set forth in Subparagraphs B(1)-(4) of the Water Service Agreement, which costs shall not exceed Two Hundred Thousand Dollars (\$200,000.00); and

Whereas, as a condition to execution of the Water Service Agreement by City, Redner's has agreed to deliver to Escrow Agent the sum of Two Hundred Thousand Dollars (\$200,000.00) ("Escrow Sum") within seven (7) days of the Parties signing the Water Service Agreement and this Escrow Agreement, which shall be held and disbursed by Escrow Agent in accordance with the terms and provisions set forth in this Escrow Agreement.

NOW, THEREFORE, the Parties hereto, in consideration of the mutual covenants, terms and conditions set forth in this Agreement, AND INTENDING TO BE LEGALLY BOUND HEREBY, herewith agree as follows:

1. Background. The Parties hereto acknowledge and agree that the Background sections set forth above are accurate and constitute an integral part of this Agreement and are incorporated herein by reference thereto.

2. Appointment of Escrow Agent. City and Redner's hereby appoint the Escrow Agent to act as the escrow agent, and the Escrow Agent accepts such appointment and agrees to hold the Escrowed Sum in escrow, and all interest earned thereon, in accordance

with the terms and conditions set forth in this Agreement, and to perform the Escrow Agent's other duties set forth in this Agreement.

3. Establishment of Escrow Account. Escrow Agent shall immediately place the Escrowed Sum in an interest-bearing escrow account in the name of Escrow Agent, as escrow agent for City and Redner's (the "Escrow Account").

4. Disposition of Escrowed Sum. Escrow Agent shall disburse such amounts of the Escrowed Sum as Escrow Agent shall be authorized and directed by written instructions from both the City and Redner's. Upon receiving such written instructions from the City and Redner's, the Escrow Agent shall pay to City from the Escrow Account, within ten (10) business days following Escrow Agent's receipt of such written instructions, the sum set forth in such written instructions, which sum shall not exceed Two Hundred Thousand Dollars (\$200,000.00). In the event the Escrow Account shall have a remaining balance following the disbursement from the Escrowed Sum as directed and authorized by the City and Redner's or should Owner and Redner's not receive final, nonappealable conditional use approval for the Gas Station and all other federal, state and local approvals and permits necessary to operate the Gas Station within six (6) months from the date of this Escrow Agreement, the City and Redner's hereby agree to authorize and direct Escrow Agent to deliver to Redner's the entire Escrow Sum or any balance thereof, as the case may be.

5. Obligations to Deliver Instructions to Escrow Agent. If while the Escrowed Sum are held in escrow by the Escrow Agent a dispute shall arise among the Parties hereto pertaining to the entitlement to all or any portion of the Escrowed Sum, the Escrow Agent shall either:

(a) Place the disputed amount of the Escrowed Sum at the disposal of the Court of Common Pleas of Sussex County, Delaware and petition the Court to interplead the Parties for the purpose of adjudicating the dispute; or

(b) Retain the disputed amount of the Escrowed Sum until furnished with a copy of a judgment, decree or order of the Court adjudicating the dispute, whereupon the Escrow Agent shall distribute such amount as provided therein.

6. Resignation of Escrow Agent. The Escrow Agent may resign at any time upon thirty (30) days' prior written notice to other Parties hereto. Prior to the effective date of the resignation of the Escrow Agent or any successor escrow agent, the Escrow Agent shall appoint a successor escrow agent, subject to City's and Redner's prior written approval of such successor agent, to hold the Escrow Account, and any such successor escrow agent shall execute and deliver to the predecessor escrow agent an instrument accepting such appointment, and thereupon such successor escrow agent shall, without further act, become vested with all of the rights, powers and duties of the predecessor escrow agent as if originally named herein and Escrow Agent shall be released from any responsibilities or obligations under this Escrow Agreement thereafter.

7. Limited Liability. The Escrow Agent shall not be responsible for the genuineness of any certificate or signature, and may rely conclusively upon, and shall be protected when acting upon, any notice, affidavit, request, consent, instruction, check or other instrument believed by him in good faith to be genuine or to be signed or presented by the proper person and duly authorized and properly made. The Escrow Agent shall have no responsibility except for the performance of its express duties hereunder. Further, the Escrow Agent shall not be responsible or liable for any act or omission on its part in the performance of its duties as Escrow Agent under this Agreement, except if such act or omission constitutes gross negligence or willful misconduct. The Parties hereby release the Escrow Agent from any and all liability for the choice of the banking institution which may be used to hold the Escrowed Sum.

8. Indemnity. The Parties hereby indemnify the Escrow Agent and hold the Escrow Agent harmless from any and all claims, actions, demands, losses, damages or expenses, including, without limitation, court costs, reasonable attorneys' fees and accountants' fees, and liability that may be imposed upon the Escrow Agent at any time in connection with this Escrow Agreement, including but not limited to any litigation involving the subject matter hereof, but excluding any such claims, actions, losses, damages, lawsuits, expenses and liabilities resulting from any act of gross negligence or willful misconduct of the Escrow Agent.

9. Notices. All notices, consents, waivers, instructions, or other communications which are required or permitted hereunder shall be sufficient if given in writing and delivered personally or by first class, certified mail, return receipt requested, postage prepaid, addressed as follows:

(a) If to City:

City of Milford
201 S. Walnut St.
Milford, DE 19963

(b) If to Redner's:

Redner's Markets, Inc.
3 Quarry Road
Reading, Pennsylvania 19605
Attn: Richard E. Redner, President

(c) If to the Escrow Agent:

Kozloff Stoudt, P.C.
2640 Westview Drive

Wyomissing, Pennsylvania 19610
Attn: Pamela J. Cala, Esquire

or to such other addresses as the respective Parties shall have last designated by written notice to the other Parties.

10. Review of Agreement and Representation. The Parties acknowledge that they have read the provisions of this Agreement and fully understand its terms, conditions and effect, and that they have had the opportunity to consult with legal counsel regarding this Agreement.

11. Severability. If any provision of this Agreement, or the application thereof to any party or circumstance, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to other Parties or circumstances, shall not be affected thereby and to this end, the provisions of this Agreement are declared severable.

12. Parties Bound. This Agreement shall be binding upon the Parties and their respective successors and assigns.

13. Construction. This Agreement is entered into subsequent to negotiations by all Parties and shall not be more strictly construed against the preparing Party.

14. Law. This Agreement and all controversies hereunder shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its principles of conflicts of law.

15. Escrow Agent Expenses. All reasonable and necessary costs and expenses of the Escrow Agent to fulfill its obligations under the Escrow Agreement shall be the responsibility of Redner's.

16. Conflict of Agreements. Should there be a conflict between the Water Service Agreement and this Escrow Agreement, the terms of the Water Service Agreement shall govern, except with respect to the responsibilities and obligations of Escrow Agent. Any terms not otherwise defined in this Escrow Agreement shall be given such definitions as set forth in the Water Service Agreement.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY,
the Parties have executed this Escrow Agreement as of the day and year first above written.

CITY:

CITY OF MILFORD

By:_____

REDNER'S:

REDNER'S MARKETS, INC., a
Pennsylvania corporation

By:_____

Richard E. Redner, President

ESCROW AGENT:

KOZLOFF STOUT ATTORNEYS, a
Pennsylvania professional corporation

By:_____

Pamela J. Cala, Esquire

EXHIBIT "A"
WATER SERVICE AGREEMENT

LICENSE AGREEMENT
GREATER MILFORD BOYS & GIRLS CLUB - CITY OF MILFORD

THIS AGREEMENT, made this 1st day of July, 2013, by and between the Greater Milford Boys & Girls Club of the Boys & Girls Clubs of Delaware, a Delaware Not for Profit Corporation (hereinafter "CLUB") and The City of Milford, a Municipal Corporation of the State of Delaware and the Milford Parks and Recreations (hereinafter collectively "CITY").

WHEREAS, CITY is the OWNER of a certain property in the City of Milford, County of Kent, State of Delaware, located at the Tony Silicato Memorial Park adjacent to Patriots Way in Independence Commons, further described and attached hereto as Exhibit A (hereinafter "Premises"); and

WHEREAS, CITY operates and uses the premises to provide and offer recreational services to the community for the benefit of children and adults in the Milford area; and

WHEREAS, CLUB desires to acquire a limited use license of the property herein described for the express purpose of providing recreational programs and services to its members and the children and youth of the Milford area; and

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and intending to be legally bound hereby, the parties hereto do hereby agree as follows:

1. LICENSE TO USE: CLUB shall have the right to use the following portions of the Premises, subject to the conditions and expressions set forth herein:

- A. Soccer and Other Athletic Fields and Playgrounds - CITY shall provide CLUB with exclusive access to soccer and other athletic fields and playgrounds for a minimum of 20 hours per week during the months of June, July and August and a minimum of 10 hours per week during all remaining months, during hours of CLUB operation. The precise schedule of use for the soccer and other athletic fields and playgrounds shall be determined on a quarterly basis by the submission of a schedule of use from CLUB to CITY, which proposal shall be binding on both parties.

Once CITY has received the schedule of use, such schedule shall be signed and executed by both parties and shall be incorporated by reference into this agreement. CLUB shall furnish a new schedule of use to CITY, in writing, at least thirty (30) days prior to the expiration of the previous quarterly schedule. The City shall grant the Club their minimum requested hours; however, the City shall approve the schedule and additional hours at its discretion and the City programs shall have a preference in scheduling times.

The soccer fields and playgrounds subject to this Section 1 are described on the plan attached hereto and incorporated by reference herein as Exhibit B.

- B. Basketball Courts and Volleyball Courts - CITY shall, at its sole expense, construct and install outdoor basketball courts and a beach volleyball court on the Premises or, subject to CLUB's approval, upon the Club's Premises. The said basketball courts and beach volleyball court shall be constructed in accordance with the plans and specifications attached hereto and incorporated.

Upon completion of the basketball courts and beach volleyball court, CLUB shall submit a schedule of use to CITY in accord with the minimum hours set forth in Section 1(A) above. The said schedule shall be binding on the parties and CLUB shall have exclusive use of the basketball courts and beach volleyball court during the specified dates and times on the schedule of use. CLUB shall furnish a new schedule of use to CITY, in writing, at least thirty (30) days prior to the expiration of the previous quarterly schedule.

- C. DISPLAYS: At the discretion of the CITY, reasonable space may be provided to CLUB to promote information on CLUB programs and events. Such space may include bulletin boards and room for promotional displays at such locations on or within the Premises that CITY may deem appropriate in its sole discretion. CLUB shall not display or promote such information without first seeking the written consent of the CITY, which consent may be given or withheld in the sole discretion of CITY.
- D. PARKING: CLUB shall have access to CITY parking spaces, identified on the attached Exhibit C, for overflow parking purposes during the hours of 6:00 A.M. to 12:00 A.M., Monday through Sunday, subject to the terms and conditions set forth herein. The parties expressly acknowledge and understand that the CITY retains the right of entry and use to its respective parking spaces and that the primary purpose of the described parking spaces is for the benefit of the CITY. As such, any use of the described parking spaces by CLUB shall be specifically subject and subordinate to the needs and usage of the CITY. Accordingly, any dispute as to the scheduling or usage of CITY Parking Spaces shall be construed in favor of CITY. CLUB agrees to use CITY Parking Spaces for vehicle parking only and exclusively, in a reasonable, careful and proper manner and will not permit any waste or nuisance thereon. CLUB shall not park any vehicles in CITY Parking Spaces that do not fit within the painted lines for each space without interference to vehicle parking in the adjacent spaces. CLUB shall not allow any commercial vehicles, tractors, trailers, machinery or other such personal property to park or be stored on CITY Parking Spaces and shall not allow overnight parking on CITY Parking

Spaces. CLUB hereto agrees to comply with and obey all laws, ordinances, rules, regulations, and requirements of the State, city, or other governmental subdivision or entity in which CITY Parking Spaces are located as it relates to the use, occupancy or nature of the said Parking Spaces.

2. ADMISSION OF NO RIGHT OR INTEREST ACQUIRED: It is expressly understood, acknowledged and agreed by the parties that nothing contained in this agreement shall be construed as passing, continuing, transferring or otherwise providing any interest, whether legal or equitable, to CLUB in the premises.
3. TERM: This license agreement shall begin at 12:00 o'clock A.M. on _____ July 1, 2013, and shall terminate at 11:59 o'clock P.M. on June 30, 2018, unless sooner terminated as provided in this Agreement.
4. CONSIDERATION: In consideration for the License defined in Section One (1) herein, CLUB agrees as follows:

CLUB FACILITY - CLUB shall license to CITY the right to use portions of its facility and premises located in Milford, Delaware, upon the terms and conditions of the License Agreement attached hereto and incorporated by reference herein as Exhibit D.
5. SUPPLIES: CLUB shall be responsible for purchasing and providing its own supplies and equipment for its programs and activities conducted on the Licensed Premises described in Section 1 herein (hereinafter the "Licensed Premises"). Such supplies shall include, but are not be limited to, first aid supplies, uniforms, whistles and other similar items. Equipment shall include, but not be limited to, basketballs, soccer balls, shin guards, volley balls, and other similar items. The term "supplies" or "equipment" shall not include soccer nets or goals, basketball rims, backboards, poles or hoops, and volleyball nets or poles.
6. MAINTENANCE: CITY shall be solely and exclusively responsible, at its own expense, for the maintenance, repair and upkeep of the Premises and CITY shall maintain the premises in a good and reasonable condition consistent with its current state for use by CLUB.
7. RULES AND REGULATIONS: CLUB and all persons visiting or temporarily occupying or working in, on or about the Licensed Premises must comply with all rules and regulations adopted by CITY (a copy of any current rules and regulations has been delivered to CLUB and is attached hereto and incorporated by reference herein as Exhibit E).
8. TERMINATION: Either party may terminate this License, with or without cause, upon 60 days written notice to the other party. In the event that this License is terminated, under any circumstances, the License executed simultaneously herewith and attached

hereto as Exhibit D, which governs CITY's use of CLUB facilities, shall automatically terminate. Likewise, if the License governing CITY's use of CLUB facilities shall terminate, for any reason whatsoever, this License Agreement shall automatically terminate.

9. INDEMNITY: CLUB shall indemnify, defend, and hold harmless CITY from any and all suits, claims, demands, actions, losses, or damages arising from the loss of life and/or injury or damage to person or property whatsoever by reason of or in connection with CLUB's use and/or occupancy of the Licensed Premises. CITY shall indemnify, defend, and hold harmless CLUB from any and all suits, claims, demands, actions, losses, or damages arising from the loss of life and/or injury or damage to person or property whatsoever by reason of or in connection with CITY's use and/ or occupancy of the Licensed Premises.

10. INSURANCE: Both parties at their own expense shall secure and maintain during the contract term general liability insurance which insures against claims for bodily injury, property damage, personal injury, and advertising injury arising out of or in connection with any operations or work under this AGREEMENT whether such operations are by either party, their employees, or subcontractors and their employees. The policy shall provide minimum limits of liability as follows:
 - 10.1 \$1,000,000.00 combined single limit - each occurrence
 - 10.2 \$2,000,000.00 combined single limit - general aggregate
 - 10.3 \$2,000,000.00 combined single limit - products / completed operations aggregate
 - 10.4 \$1,000,000.00 business auto liability - combined single limit
 - 10.5 \$500,000.00 worker's compensation - each accident / each employee
 - 10.6 \$3,000,000.00 umbrella excess liability insurance

The commercial general liability policy shall afford coverage for the explosion, collapse, and underground hazards, contractual liability, and liability arising from independent contractors. The aforementioned insurance limits shall be reviewed and adjusted on a yearly basis to reflect rising costs. CLUB agrees to furnish a copy of its certificate(s) of insurance or other acceptable evidence that the foregoing liability insurance is in full force and effect at all times to CITY.

11. SUCCESSOR AND ASSIGNS: This License Agreement shall not be transferable to any person or entity. However, the privileges and obligations of this License Agreement shall be binding upon the heirs, executors, successors and assigns of the parties.

13. NOTICE: All notices, requests, demands and other communications, required or permitted under this License shall be in writing, signed by or on behalf of the person giving such notice and shall be addressed to the following persons:
 - A. CITY: Richard Carmean
P.O. Box 159

Milford, DE 19963

Gary Emory, Parks & Recreation Director
207 Franklin Street
Milford, DE 19963

B. CLUB: L. Tod Van Eyken, Executive Director
Milford Boys & Girls Club
101 Delaware Veterans Boulevard
Milford, DE 19963

Chris Basher, VP of Operations
Boys & Girls Clubs of Delaware
9 East Loockerman Street, Suite 2C
Dover, DE 19901

12. **DEFAULT AND REMEDIES:** Acts of default under the terms of this lease shall include, but not be limited to, the following:

- 13.1 Failure to do any act which is required by the terms of this Agreement.
- 13.2 The commission of any act which is prohibited by the terms of this Agreement.
- 13.3 The occurrence of any other act of default which is specified elsewhere in this Agreement.
- 13.4 Failure to furnish, pay or otherwise provide the consideration set forth in Section 3 herein, whether in whole or in part.

In the event of an act of default, CITY shall have the following remedies, which shall be cumulative:

- 13.5 Cancel and terminate this Agreement by Thirty (30) days written notice to CLUB who shall thereupon surrender quiet and peaceable possession of the Licensed Premises to CITY.
- 13.6 Eject CLUB from the Licensed Premises.
- 13.7 Exercise of any other remedy which may be available at law or in equity or under the terms of this Lease.

- 13. CONSTRUCTION: The language in all parts of this Lease shall in all cases be simply construed according to its fair meaning and not strictly for or against CLUB or CITY. In no event shall this agreement be construed as anything other than a license agreement.
- 14. JURISDICTION: This AGREEMENT and the legal relations between the parties hereto shall be governed by and in accordance with the laws of the State of Delaware.
- 15. INTEGRATION: This License Agreement sets forth all the promises or representations, agreements and undertakings between CLUB and CITY relative to the Licensed Premises. There are no promises, representations, agreements or undertakings, either oral or written, between CLUB and CITY except as set forth herein. No amendment, change or addition to this Agreement shall be binding upon either party unless reduced to writing and signed by both parties. This Agreement shall be binding upon CLUB and CITY, their heirs, executors, administrators, assigns and successors, both CLUB and CITY being duly authorized to execute the same.

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

WITNESS

Mayor
CITY OF MILFORD

WITNESS

Director
MILFORD PARKS & RECREATION

WITNESS

Lisa Lynch

President/CEO
BOYS & GIRLS CLUB OF DELAWARE

DAVIS, BOWEN & FRIEDEL, INC. ("DBF")
SCHEDULE OF RATES AND GENERAL CONDITIONS
 SCHEDULE NO. 44
 Effective June 1, 2006

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Senior Architect	\$135.00
Architect	\$105.00
Senior Landscape Architect	\$135.00
Landscape Architect	\$105.00
Senior Engineer	\$135.00
Engineer	\$105.00
Senior Planner	\$135.00
Planner	\$85.00
Construction Administrator	\$105.00
Traffic Engineer	\$105.00
Geologist	\$105.00
GIS Specialist	\$95.00
Senior Surveyor	\$135.00
Associate Surveyor	\$105.00
Surveyor	\$100.00
Senior Designer	\$100.00
Computer Graphics Designer	\$85.00
Designer	\$95.00
CADD I	\$80.00
CADD II	\$70.00
Computer Administrator	\$85.00
2 Man Field Crew	\$130.00
3 Man Field Crew	\$165.00
GPS Unit (1 man)	\$100.00
GPS Unit (2 man Crew)	\$140.00
GPS Unit (3 man Crew)	\$180.00
Resident Project Representative	\$80.00
Clerical	\$50.00
Travel	\$0.50
Direct Expense	Cost + 10%
Prints (In-house Reproduction)	\$2.50/sheet

GENERAL CONDITIONS

INVOICES & PAYMENT

Invoices are sent monthly or sooner if project is complete. Payment Terms: Net 30 days of invoice date. Any invoice not paid within 30 days shall bear interest at 1.0% per month (12% annually). If required to engage legal counsel to collect an overdue invoice, DBF shall be entitled to recover also its costs of collection, including counsel fees and expenses. DBF reserves the right to adjust its schedule of rates annually. Any such adjustments will be effective within 30 days after written notification to the client.

TERMINATION OF CONTRACT

Client may terminate this agreement upon seven days' prior written notice to DBF for convenience or cause. DBF may terminate this Agreement for cause upon seven days' prior written notice to client. Failure of client to pay invoices when due shall be cause for immediate suspension and ultimate termination of services, at DBF's sole discretion. This agreement may be terminated by either party for any reason with 30 days advance notice.

LIMITATION OF LIABILITY

Client agrees to limit DBF's liability related to any errors or omissions to a sum that shall not exceed the total professional fee for the project.

INDEMNIFICATION

Client and DBF each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorney's fees caused by the other's negligence. To the extent such claims, losses, damages or expenses are caused by the joint or concurrent negligence of client and DBF, the same shall be borne by each party in proportion to its negligence. This shall in no way affect the limitation of DBF's liability expressed in the preceding paragraph.

FORCE MAJEURE

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

CONSTRUCTION PHASE SERVICES

If this Agreement provides for any construction phase services by DBF, it is understood that the contractor, not DBF, is solely responsible for the construction of the project, and that DBF shall not be responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the contractor, its subcontractors or suppliers.

OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by DBF pursuant to this Agreement, including electronic media, are instruments of DBF's professional service, and DBF shall retain an ownership and property interest therein. DBF grants client, during the period of DBF's service, a license to use such documents for the purpose of constructing, occupying and maintaining the project. Reuse or modification of any such documents by client or client's agents, without DBF's written permission, shall be at client's sole risk; and client agrees to indemnify and hold DBF harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by client or by others acting through or with the consent of client.

USE OF ELECTRONIC MEDIA

Copies of documents that may be relied upon by client are limited to the printed copies (also known as hard copies) that are signed or sealed by DBF. Files in electronic media format or text, data, graphic or other types that are furnished by DBF to client are only for convenience of client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, DBF makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, computer hardware or of a protocol differing from those in use by DBF during the period of this agreement.

SUCCESSORS & ASSIGNS

The client and DBF bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

MISCELLANEOUS PROVISIONS

Unless otherwise specified, this Agreement shall be governed by laws of the State in which the work is performed, and the courts of such State shall have exclusive jurisdiction over any disputes hereunder. Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. If this schedule is incorporated or referenced in an agreement with client, the terms of this schedule shall prevail in the event of any conflict with the terms of such agreement.

REIMBURSABLE EXPENSES

Other expenses known as direct expenses incurred in the interest of the project (including travel, toll communications, postage, delivery, photographs, subcontract engineering, testing or other consultants, renderings, models, etc.) will be billed monthly at DBF's actual cost plus ten percent.

WATER SYSTEM IMPROVEMENTS

Drinking Water SRF Loan



- \$3.5M Loan, 1.5% Interest, 20-Year Term
- Distribution System – Valve Replacement
- Water Supply & Treatment
 - Well Redevelopment, Groundwater Investigation for additional supply (Seabury Plant)
 - New Production Well & Associated Treatment Upgrades (Seabury Plant)
 - Treatment Improvements (10th Street Plant)
- SCADA – Controls & Monitoring Equipment

DISTRIBUTION SYSTEM



- 430,000 LF (82 miles) OF WATER MAIN
 - 312,000 LF PVC (72.5%)
 - 87,000 LF CAST/DUCTILE IRON (20%)
 - 31,000 LF TRANSITE (7.5%)
- OVER 4,000 WATER SERVICES (ACTIVE)
- 2,500 VALVES
- 600 FIRE HYDRANTS

DOWNSTREAM IMPROVEMENTS



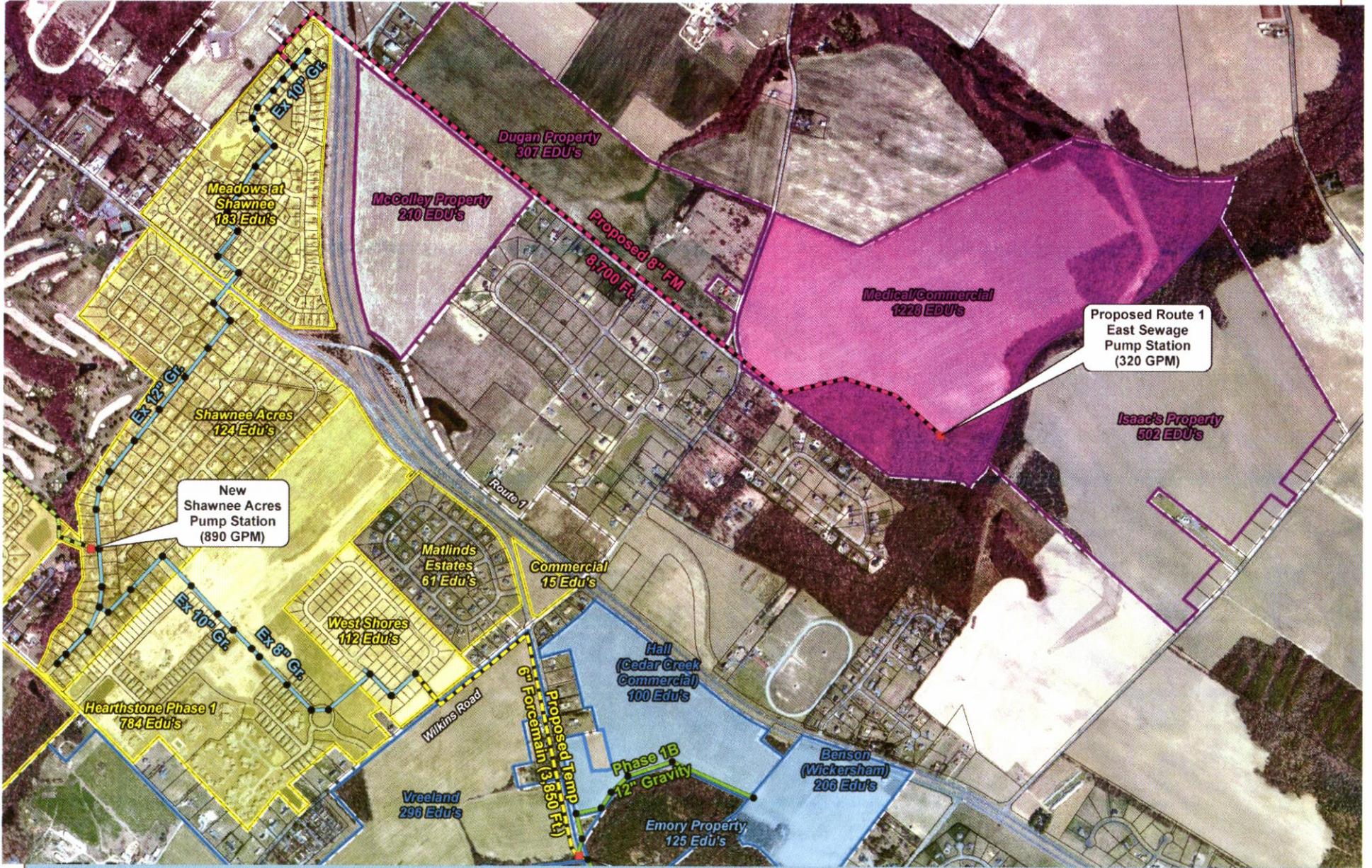
- TO SERVE EXISTING PROPERTIES SHOWN IN YELLOW AND ALLOW FURTHER GROWTH
- REPLACE EXISTING SHAWNEE ACRES PUMPING STATION
- INSTALL 2,700 LF OF 10" FORCEMAIN TO REPLACE EXISTING UNDERSIZED 6" & 8"
- REPLACE 970 LF OF EXISTING UNDERSIZED 8" & 12" GRAVITY SEWER WITH 18" MAIN
- TOTAL COST = \$1,185,000



INNOVATION PARK PUMPING STATION



- TO SERVE PROPERTIES SHOWN IN PURPLE
- CONSTRUCT NEW PUMPING STATION WITH STORAGE CAPACITY & ELECTRICAL SERVICE FOR OTHER DEVELOPMENT EAST OF RT 1
- CONSTRUCT 8,700 LF OF 8" FORCEMAIN TO MEADOWS AT SHAWNEE GRAVITY
- TOTAL COST = \$1,420,000



July 31, 2013

*Michael R. Wigley, AIA, LEED AP
Randy B. Duplechain, P.E.
Charles R. Woodward, Jr., LS
W. Zachary Crouch, P.E.
Michael E. Wheedleton, AIA
Jason P. Loar, P.E.
Gerald G. Friedel, P.E.*

City of Milford
Public Works Complex
201 S. Walnut Street
Milford, Delaware 19963

Attn: Mr. Richard Carmean
City Manager

RE: **PROPOSAL - Revised S.E. Front Street Rehabilitation Project**
Milford, Delaware
DBF #0052A146

Dear Richard:

Per our recent discussions, Davis, Bowen & Friedel, Inc. is pleased to present this revised proposal for providing survey, engineering design, bidding, and construction phase services for the above-referenced project. The original project included the removal and replacement of approximately 14,000 SF of sidewalk, 2,300 SF of driveway paving and 4,000 LF of curb along Front Street from South Walnut Street to Rehoboth Boulevard. Also included was the replacement of the existing handicap ramps at each intersection and the milling and overlay of the 3,850 feet of roadway. Minor water main improvements at the intersections of Columbia Street, McColley Street, and Marshal Street with S.E. Front Street were also a part of the original scope of services. Over the past few years the project has been expanded to include:

1. The removal and replacement of a majority of the curb and gutter along S.E. Front Street (which was recently reduced in scope due to budget constraints).
2. The rehabilitation of Columbia Avenue, including new curb and sidewalk on the west side of the street, the replacement of the existing water main within the street and the milling and overlay of the existing roadway paving.
3. The abandonment of a duplicate water main within S.E. Front Street as well as the replacement of all older water service lines and meters.
4. Replacement of a majority of the water valves in S.E. Front Street to improve functionality and reliability.

5. Replacement and relocation of numerous undersized stormdrain lines and associated inlets.
6. Removal and replacement of approximately 500 feet of gravity sewer replacement and associated sewer laterals between Charles Street and Bridgeham Avenue.
7. Relocation of a section of 4 inch water main at the intersection of S.E. Second Street and Montgomery Avenue (which is presently located in the wall of an existing sewer manhole), including rehabilitation of the manhole.
8. Coordination and performance of geotechnical pavement borings needed to define pavement section thicknesses and pavement types for utility replacement work.

In addition to the above expanded scope of services, our office was also asked to assist the City with preparing graphics and providing numerous project cost estimates necessary to assist in redefining the original project scope.

As previously understood, this project will be funded using Delaware Department of Transportation and City of Milford funds and that the use of state wage rates will be required.

A description of our revised scope of services and associated fees for each section of the work is as follows:

A. **SURVEYING SERVICES** *(Already Complete)*

Our original survey scope was to perform the field and office work necessary to determine street rights-of-way, surface locate existing utilities and obtain topographic survey information as necessary to design the rehabilitation work as described above. The original fee included the cost to survey to determine the location of the front property lines for the approximately 105 properties fronting on S.E Front Street from South Walnut Street to Rehoboth Boulevard.

Original Lump Sum: \$ 25,000.00

Original survey services were expanded to include:

- Columbia Street survey including right-of way: Lump Sum: \$ 3,800.00
- Additional underground utility survey for sewer, storm drainage and water system design: Lump Sum: \$ 5,700.00

Total of Revised Survey Services: \$34,500.00

B. ENGINEERING DESIGN SERVICES (Already Complete)

Utilizing the above survey information, our office is in the process of finalizing the construction drawings and technical specifications necessary to obtain agency approvals and competitive construction bids. The original scope of this work included the design of limited curb and sidewalk replacement along S.E. Front Street, the preparation of detailed drawings of the handicap ramp replacements to meet current ADA requirements, minor water main improvements at Columbia Street, McColley Street and Marshal Street, and the milling and overlay of approximately 3,850 linear feet of S.E Front Street from South Walnut Street east to Rehoboth Boulevard. All work was designed in accordance with City of Milford and DelDOT Standards and Specifications. The following fee also includes addressing agency comments as necessary to obtain final plan approval.

Original Lump Sum: \$43,000.00

Our original design scope was expanded to include:

- Additional design for full curb and sidewalk replacement: along S.E. Front St.:	\$16,500.00
- Redesign of S.E. Front St. to reduce project budget by \$200K:	\$ 5,200.00
- Columbia St. curb, sidewalk and pavement design and water main replacement:	\$10,300.00
- S.E. Front St. water system investigation and rehabilitation:	\$ 9,800.00
- Sewer system replacement design:	\$ 5,600.00
- Stormdrain and inlet replacement design:	\$ 8,400.00
- Geotechnical coordination and pavement boring services:	\$ 5,800.00
- Additional maintenance of traffic design for utility work:	<u>\$ 3,200.00</u>

Total of Revised Design Services: \$107,800.00

C. CONSTRUCTION PROCUREMENT SERVICES

After all approvals of construction documents have been obtained, we shall publicly solicit for bids, produce and distribute construction specifications and drawings, schedule and oversee a pre-bid meeting and site visit, answer contractor questions during the advertisement period, attend the bid opening, review contractor bids received, prepare project bid tabulation and recommend approval of the qualified low bidder.

Lump Sum: \$6,800.00

Advertisement fees are not included in the above and are to be paid directly by the City.

D. CONSTRUCTION ADMINISTRATION SERVICES

Davis, Bowen & Friedel, Inc. will assist the City of Milford with contract administration services during the estimated six (6) month contract period. Our services shall include:

- Attendance at the pre-construction meeting between the contractor, sub-contractors, DelDOT and the City.
- Conducting monthly progress meetings and issue meeting minutes.
- Review of submittals, partial payment estimates and contractor change orders.
- Prepare punch list inspection report.
- Arrange and perform a final project inspection.
- Assist the City with the preparation and processing of contract closeout documents.

Original Lump Sum: \$18,000.00

With the expanded project scope it is anticipated that an additional two (2) months of Construction Administration services will be necessary to complete the project.

Additional two months of C.A. Services: \$ 6,000.00

Total of Revised C.A. Services: \$ 24,000.00

E. RESIDENT PROJECT REPRESENTATIVE SERVICES

Davis, Bowen & Friedel, Inc. will provide a Resident Project Representative (RPR) for an average of 12 hours per week for the estimated six (6) month contract period. The RPR would represent both the engineer and the city on-site, monitor construction activities and ensure conformance with the contract documents. The RPR shall perform spot inspection services at the project site, with full-time inspection services provided at critical project junctures. The RPR shall prepare and submit daily field reports on the progress of the construction activities for the days on which construction inspection is provided. A final project inspection shall be performed and arranged by our office.

Estimated RPR Fee: \$21,900.00

With the expanded project scope it is anticipated that not only an additional two months of project time will be necessary to complete the project but also that additional time will be necessary to oversee the installation for the underground utilities. Therefore, the following additional estimate fee is not only for adding two months of additional project time, but to also increase the part-time inspection hours from the anticipated 12 hours per week to 20 hours per week.

Additional Estimated RPR Fee: \$27,100.00

Total of Revised Est. RPR Services: \$49,000.00*

**The above fee is only an estimate and is based on a 5 day work week and an average of 4.0 hours per day during the anticipated 8 month (240 consecutive calendar day) construction period.*

F. EXCLUSIONS/ADDITIONAL SERVICES

Excluded from this scope of work are services associated with the following activities. These services, if requested, can be performed by our office on an hourly basis in accordance with our attached Schedule of Rates No. 44.

- Archaeological surveys and permitting.
- Boundary survey services beyond rights-of-way determination.
- Preparation for and coordination of special meeting with residents to discuss the project.
- Easement acquisition coordination and preparation of easement plats.
- Construction stakeout services.
- As-built surveys and/or preparation.
- Application and permit fees.
- Geotechnical services
- Financial administration services
- Construction administration and RPR services beyond the anticipated 8 month contract period.
- Reimbursable expenses

Additional services have already been performed on this project to assist the City in defining the expanded project scope. These services included attending numerous coordination meetings, preparing cost estimates for the various options being considered as well as preparing computer graphics to show what the street would look like with the implementation of certain options. The additional services cost to date are as follows:

Prepare color renderings and presentation to the city:	\$ 9,000.00
Meetings, quantity takeoffs and cost estimating for various project options:	<u>\$ 4,200.00</u>

Total additional services to date: \$13,200.00

We propose to perform the above described work for Items A through D for the lump sums listed above. Billing will be submitted monthly based on the percentage of work completed the

Mr. Richard Carmean
July 31, 2013
Page 6

previous month. Billing for Items E, F, and reimbursable expenses will be submitted monthly on an hourly basis in accordance with the attached Schedule of Rates No. 44. Payment terms shall be in accordance with our attached Schedule of Rates.

Should you find this proposal acceptable please execute below and return one (1) copy to us for our files. Receipt of a signed copy will be considered as our authorization to proceed.

On behalf of Davis, Bowen & Friedel, Inc., we appreciate the opportunity to offer our services and look forward to continuing our work with you on this project. Should you should have any questions or need additional information, please call.

Sincerely,



Randy B. Duplechain, P.E.
Principal

Enc.

\\Proposa\Munic.\Milford.\0052A146--RC Revised SF Front St Rehab Project

ACCEPTED BY: _____
Signature **Date**

DAVIS, BOWEN & FRIEDEL, INC. ("DBF")
SCHEDULE OF RATES AND GENERAL CONDITIONS
SCHEDULE NO. 44
Effective June 1, 2006

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Senior Architect	\$135.00
Architect	\$105.00
Senior Landscape Architect	\$135.00
Landscape Architect	\$105.00
Senior Engineer	\$135.00
Engineer	\$105.00
Senior Planner	\$135.00
Planner	\$85.00
Construction Administrator	\$105.00
Traffic Engineer	\$105.00
Geologist	\$105.00
GIS Specialist	\$95.00
Senior Surveyor	\$135.00
Associate Surveyor	\$105.00
Surveyor	\$100.00
Senior Designer	\$100.00
Computer Graphics Designer	\$85.00
Designer	\$95.00
CADD I	\$80.00
CADD II	\$70.00
Computer Administrator	\$85.00
2 Man Field Crew	\$130.00
3 Man Field Crew	\$165.00
GPS Unit (1 man)	\$100.00
GPS Unit (2 man Crew)	\$140.00
GPS Unit (3 man Crew)	\$180.00
Resident Project Representative	\$70.00
Clerical	\$50.00
Travel	\$0.50
Direct Expense	Cost + 10%
Prints (In-house Reproduction)	\$2.50/sheet

GENERAL CONDITIONS

INVOICES & PAYMENT

Invoices are sent monthly or sooner if project is complete. Payment Terms: Net 30 days of invoice date. Any invoice not paid within 30 days shall bear interest at 1.0% per month (12% annually). If required to engage legal counsel to collect an overdue invoice, DBF shall be entitled to recover also its costs of collection, including counsel fees and expenses. DBF reserves the right to adjust its schedule of rates annually. Any such adjustments will be effective within 30 days after written notification to the client.

TERMINATION OF CONTRACT

Client may terminate this agreement upon seven days' prior written notice to DBF for convenience or cause. DBF may terminate this Agreement for cause upon seven days' prior written notice to client. Failure of client to pay invoices when due shall be cause for immediate suspension and ultimate termination of services, at DBF's sole discretion. This agreement may be terminated by either party for any reason with 30 days advance notice.

LIMITATION OF LIABILITY

Client agrees to limit DBF's liability related to any errors or omissions to a sum that shall not exceed the total professional fee for the project.

INDEMNIFICATION

Client and DBF each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorney's fees caused by the other's negligence. To the extent such claims, losses, damages or expenses are caused by the joint or concurrent negligence of client and DBF, the same shall be borne by each party in proportion to its negligence. This shall in no way affect the limitation of DBF's liability expressed in the preceding paragraph.

FORCE MAJEURE

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

CONSTRUCTION PHASE SERVICES

If this Agreement provides for any construction phase services by DBF, it is understood that the contractor, not DBF, is solely responsible for the construction of the project, and that DBF shall not be responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the contractor, its subcontractors or suppliers.

OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by DBF pursuant to this Agreement, including electronic media, are instruments of DBF's professional service, and DBF shall retain an ownership and property interest therein. DBF grants client, during the period of DBF's service, a license to use such documents for the purpose of constructing, occupying and maintaining the project. Reuse or modification of any such documents by client or client's agents, without DBF's written permission, shall be at client's sole risk; and client agrees to indemnify and hold DBF harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by client or by others acting through or with the consent of client.

USE OF ELECTRONIC MEDIA

Copies of documents that may be relied upon by client are limited to the printed copies (also known as hard copies) that are signed or sealed by DBF. Files in electronic media format or text, data, graphic or other types that are furnished by DBF to client are only for convenience of client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, DBF makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, computer hardware or of a protocol differing from those in use by DBF during the period of this agreement.

SUCCESSORS & ASSIGNS

The client and DBF bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

MISCELLANEOUS PROVISIONS

Unless otherwise specified, this Agreement shall be governed by laws of the State in which the work is performed, and the courts of such State shall have exclusive jurisdiction over any disputes hereunder. Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. If this schedule is incorporated or referenced in an agreement with client, the terms of this schedule shall prevail in the event of any conflict with the terms of such agreement.

REIMBURSABLE EXPENSES

Other expenses known as direct expenses incurred in the interest of the project (including travel, toll communications, postage, delivery, photographs, subcontract engineering, testing or other consultants, renderings, models, etc.) will be billed monthly at DBF's actual cost plus ten percent.

Invoice



DAVIS
BOWEN &
FRIEDEL, INC.

ARCHITECTS * ENGINEERS * SURVEYORS
REMIT TO: P.O. Box 93 Salisbury MD 21803
Tel: 410.543.9091 Fax: 410.543.7937

CITY OF MILFORD
ACCOUNTS PAYABLE
10 SE SECOND ST
MILFORD, DE 19963

July 05, 2013
Invoice No: 102453

Project 0052A160.A01 WASHINGTON STREET TOWER PIPING IMPROVEMENTS

BILLING MESSAGE: PRELIMINARY ENGINEERING, COST ESTIMATING, COORDINATION OF WORK, MODEL SIMULATION WITH TANK & PLANT OUT OF SERVICE.

For Professional Services Rendered from May 04, 2013 to May 31, 2013

Professional Personnel

	Hours	Rate	Amount	
ENGINEER	5.50	105.00	577.50	
GIS SPECIALIST	4.50	95.00	427.50	
SENIOR ENGINEER	7.00	135.00	945.00	
CAD 1	2.00	80.00	160.00	
Totals	19.00		2,110.00	
Total Labor				2,110.00
		Current Invoice Total		\$2,110.00

pd 7/30/13

**Please disregard outstanding invoices listed above that were paid prior to the distribution of this invoice.
**Please reference invoice number(s) when remitting payment.

202-2020-432-30-50

6/27



ARCHITECTS * ENGINEERS * SURVEYORS
REMIT TO: P.O. Box 93 Salisbury MD 21803
Tel: 410.543.9091 Fax: 410.543.7937

CITY OF MILFORD
ACCOUNTS PAYABLE
10 SE SECOND ST
MILFORD, DE 19963

May 22, 2013
Invoice No: 99866

WATER

Project 0052A160.A01 WASHINGTON STREET TOWER PIPING IMPROVEMENTS

BILLING MESSAGE: PRELIMINARY ENGINEERING, COST ESTIMATING

For Professional Services Rendered from March 02, 2013 to March 29, 2013

Professional Personnel

	Hours	Rate	Amount	
ENGINEER	14.50	105.00	1,522.50	
SENIOR ENGINEER	8.50	135.00	1,147.50	
CAD 1	2.00	80.00	160.00	
Totals	25.00		2,830.00	
Total Labor				2,830.00
		Current Invoice Total		\$2,830.00

JUN 20 2013
J.A.

MAY 28 2013

6/20 - emailed Steve

**Please disregard outstanding invoices listed above that were paid prior to the distribution of this invoice.
**Please reference invoice number(s) when remitting payment.

6/25 - P.O. #17837

202-2020-432-30-50

Invoice



JUL 17 2013

ARCHITECTS * ENGINEERS * SURVEYORS
REMIT TO: P.O. Box 93 Salisbury MD 21803
Tel: 410.543.9091 Fax: 410.543.7937

RICHARD CARMEAN
CITY OF MILFORD
ACCOUNTS PAYABLE
10 SE SECOND ST
MILFORD, DE 19963

July 10, 2013
Invoice No: 102529

Project 0052A154.F02 FORMER PNC BANK FACILITY ASSESSMENT

BILLING MESSAGE: FACILITY ASSESSMENT INCLUDING ARCHITECTURAL, STRUCTURAL, MECHANICAL, ELECTRICAL, PLUMBING & ROOF CONSULTANTS. SITE PHASE 1 AND 2 WILL BE BILLED SEPARATELY.

For Professional Services Rendered from June 01, 2013 to June 28, 2013

Professional Personnel

	Hours	Rate	Amount	
SENIOR ARCHITECT	34.25	135.00	4,623.75	
CLERICAL	10.75	50.00	537.50	
GIS SPECIALIST	.50	95.00	47.50	
Totals	45.50		5,208.75	
Total Labor				5,208.75

Consultants

REIMB -M & E CONSULTANT				
6/28/2013 CAREW ASSOCIATES	PROJ: 335-13-05 FORMER		3,990.25	
	PNC BANK - BILLING			
	FROM 5/26/13 - 6/21/13			
Total Consultants			3,990.25	3,990.25

Current Invoice Total \$9,199.00

**Please disregard outstanding invoices listed above that were paid prior to the distribution of this invoice.
**Please reference invoice number(s) when remitting payment.

Invoice



ARCHITECTS * ENGINEERS * SURVEYORS
REMIT TO: P.O. Box 93 Salisbury MD 21803
Tel: 410.543.9091 Fax: 410.543.7937

CITY OF MILFORD
ACCOUNTS PAYABLE
10 SE SECOND ST
MILFORD, DE 19963

July 17, 2013
Invoice No: 102708

Project 0052A019.A01 GENERAL ON-CALL ADMINISTRATION SERVICES

BILLING MESSAGE:
\$9,561.00 PNC BANK BUILDING AND SITE EVALUATION
\$405.00 PREPARATION OF REDNER'S DRAFT AGREEMENT

For Professional Services Rendered from May 04, 2013 to June 28, 2013

Professional Personnel

	Hours	Rate	Amount	
SENIOR ARCHITECT	4.50	135.00	607.50	
SENIOR ENGINEER	17.50	135.00	2,362.50	
Totals	22.00		2,970.00	
Total Labor				2,970.00

Consultants

REIMB -GEOTECHNICAL SERVICES				
6/28/2013	JOHN D HYNES & ASSOCIATES, INC	PROJ: 10-13/296 - CITY OF MILFORD PROPERTIES	3,965.50	
6/28/2013	JOHN D HYNES & ASSOCIATES, INC	PROJ: JDH-10-13/296 - CITY OF MILFORD PROPERTIES	3,030.50	
Total Consultants			6,996.00	6,996.00
			Current Invoice Total	\$9,966.00

**Please disregard outstanding invoices listed above that were paid prior to the distribution of this invoice.
**Please reference invoice number(s) when remitting payment.

*MASTEN REALTY, LLC
James J. Masten, Owner
715 South Dupont Highway
Milford, Delaware 19963
(302) 422 - 1850*

INVOICE FOR APPRAISAL SERVICES RENDERED

May 20, 2013

City of Milford
c/o Richard Carmean, City Manager
201 South Walnut Street
Milford, Delaware 19963

APPRAISAL OF:

PNC Bank Property
119 South Walnut Street
Milford, Delaware 19963
Our File # 13/068

\$2,200.00

INVOICE AMOUNT	\$2,200.00
PREVIOUS BALANCE	\$0.00
TOTAL DUE	<u>\$2,200.00</u>

FILE COPY OF INVOICE

From: Steve L. Ellingsworth

Sent: Friday, August 02, 2013 12:42 PM

To: Richard D. Carmean

Cc: Brad A. Dennehy; Jeffrey Portmann; Eugene Helmick; Faith Argo

Subject: water meter budget

I am requesting 49,000.00 for water meter budget that was over looked on new operational budget. I spoke to Jeff Portmann, and he said to send in request for funds to be taken out of water reserves. At the time of finalizing budget there was not a code in water department regular budget. Jeff had to add water code number 202-2020-432- 4010.

Steve Ellingsworth

Water Department

SAINT JOHN THE APOSTLE ~ SAINT BERNADETTE PARISH

506 Seabury Avenue • Milford, Delaware 19963-2217

(302) 422-5123 • Fax (302) 422-5720



JULY 17, 2013

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

PLEASE NOTE - CORRECTION
SATURDAY TIME

Dear Mayor Rogers:

Oktoberfest time again at St. John's. The dates are Friday, October 4th from 6 PM to 10 PM and Saturday, October 5th from **10 AM to 9 PM.**

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

23RD Annual Oktoberfest - 2013

City of Milford



RESOLUTION 2013-17

WHEREAS, the provisions of Article VII, Section 7.06 of the Charter of the City of Milford state that Council shall cause a copy of the General Assessment to be hung in two public places in the City of Milford and there to remain for the space of ten days for public information; and

WHEREAS, attached to said copies shall be notice of the day, hour and place that Council will sit as a Board of Revision and Appeal for said General Assessment.

NOW, THEREFORE, BE IT RESOLVED, that on Monday, the 26th day of August 2013 at 7:00 p.m., the City Council of the City of Milford will sit as a Board of Revision and Appeal for the 2013-2014 General Assessment.

Mayor Joseph Ronnie Rogers

Attest: _____
City Clerk

Adopted: August 12, 2013

**CITY MILFORD POLICE DEPARTMENT/MILFORD SCHOOL DISTRICT
SCHOOL RESOURCE OFFICER MOU AGREEMENT**

This Agreement is made, this ___ day of _____, **2013**, by and between the SCHOOL DISTRICT OF MILFORD (hereinafter "School District"), and the CITY OF MILFORD POLICE DEPARTMENT (hereinafter "Police Department") as follows:

WITNESSETH:

WHEREAS, the Police Department agrees to provide the School District a School Resources Officer (SRO) Program in the School District; and

WHEREAS, the School District and the Police Department desire to set forth in this SRO Agreement the specific terms and conditions of the services to be performed and provided by the SROs in the School District;

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Cost of the SRO Program.

The cost of the SRO Program shall be paid by the parties as set forth herein. It is agreed that the Milford School District will remit to the City of Milford \$100,000 per year per officer (three) for an annual total of \$300,000 for a total of five years. (Refer to Terms of Agreement.)

2. Employment of School Resource Officers.

- A. The SROs shall be employees of the Police Department and shall be subject to the administration, supervision and control of the Police Department.
- B. The SROs shall be subject to all personnel policies and practices of the Police Department except as such policies or practices may be modified by the terms and conditions of this Agreement.
- C. The Police Department, in its sole discretion, shall have the power and authority to hire, discharge, and discipline SROs.
- D. A joint committee composed of representatives of the Police Department and the School District shall make recommendations for the SRO positions to the Chief of Police who shall assign such officers. If a principal is dissatisfied with an SRO who has been assigned to that principal's school, then that principal may request to the Superintendent that a new SRO be assigned. The Superintendent will then consult with the Chief of Police to discuss the request.
- E. The Police Department will provide four (4) SRO's to the School District.

3. Assignment of School Resource Officer.

The Milford Police Department agrees to provide a School Resource Officer to the following schools within the Milford School District:

- High School/Banneker Elementary (one officer covering both schools)
- Central Academy
- Mispillion and Lulu Ross Elementary (one officer covering both schools)
- Morris Early Childhood Center

4. **Duty Hours.**

- Whenever possible, it is the intent of the parties that the SRO's duty hours shall conform to the school day.
- It is understood and agreed that time spent by SROs attending municipal court, juvenile court, and/or criminal cases arising from and/or out of their employment as an SRO shall be considered as hours worked under this Agreement.
- In the event of an emergency, SROs may be ordered by the Police Department to leave their school during normal duty hours as described above and to perform other services for the Police Department
- In the event an SRO is absent from work, the SRO shall notify his or her supervisor in the Police Department and the principal of the school to which the SRO is assigned. Remaining SRO's in the School District will provide coverage as needed to the school.

5. **Term of Agreement.**

The initial term of this Agreement is five years commencing on the ____ day of _____, **2013**, and ending on the ____ day of _____, **2018**. Following the initial five year term, this agreement shall be automatically renewed for successive one year periods unless either party requests termination or modification of this agreement. This request will be made in writing.

6. **Duties of School Resource Officers.**

The SRO's duties will include, but not be limited to, the following:

- To be an extension of the principal's office for assignments consistent with this Agreement.
- To be a visible, active law enforcement figure on campus dealing with law enforcement matters and school code violations originating on the assigned campus.
- To act as the designee of the campus administrator in maintaining the physical plant of the assigned campus to provide a safe environment as to law enforcement matters and school code violations. This includes building(s), grounds, parking lot(s), lockers and other public school property.
- To provide a classroom resource for law education using approved materials.
- To be a resource for students which will enable them to be associated with a law enforcement figure in the students' environment.

- F. To be a resource for teachers, parents and students for conferences on an individual basis dealing with individual problems or questions, particularly in the area of substance control.
- G. To make appearances before site councils, parent groups, and other groups associated with the campus and as a speaker on a variety of requested topics, particularly drug and alcohol abuse.
- H. To document activities of all SROs on and off campus and as a compiler of a monthly report to be provided to the Police Department.
- I. The SRO will be involved in school discipline, when it pertains to preventing a potential disruption that would, if ignored, place students, faculty and staff at risk of harm, the SRO will resolve the problem to preserve the school climate.
- J. IN ALL OTHER CASES, disciplining students is a School District responsibility, and the SRO will take students who violate the code of conduct to the principal where school discipline can be meted out.
- K. It will be the responsibility of the SRO to report all crimes originating on campus. Information on cases that are worked off-campus by the Police Department or other agencies involving students on a campus served by an SRO will be provided to the SRO, but the SRO will not normally be actively involved in off-campus investigation(s).
- L. The SRO will coordinate his/her actions with the administrator for law enforcement cases.
- M. All local law enforcement and state agencies requesting to conduct formal police interviews, interrogations, and arrests of any student should be referred to the campus SRO.
- N. The SRO will be familiar with helpful community agencies, such as mental health clinics, drug treatment centers, etc., that offer assistance to dependency- and delinquency-prone youths and their families. Referrals will be made when necessary.
- O. The SRO and the principal will develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.
- P. The SRO will coordinate all of his/her activities with the principal and staff members concerned and will seek permission, guidance, and advice prior to enacting any programs within the school.
- Q. The SRO may be asked to provide community wide crime prevention presentations that include, but are not limited to:
 - 1. Drugs and the law – Adult and juvenile;
 - 2. Alcohol and the law – Adult and juvenile;
 - 3. Sexual assault prevention;
 - 4. Safety programs – Adult and juvenile;
 - 5. Assistance in other crime prevention programs as assigned.

- R. The SROs will wear approved department uniform, formal business attire or business casual with appropriate logos and name badges depending on the time of school year, the type of school activity or program, and the requests of the school and/or police department. The Chief of Police and the principal shall jointly set expectations and resolve any disputes in this area.
- S. The SROs will wear their department authorized duty weapons in accordance with department policy.
- T. It is understood that at the end of the calendar school year, and until the start of the next school year, SRO's are assigned to the Community Policing Unit and will perform duties within the City of Milford under the direction of their Sergeant.

7. **Chain of Command.**

- A. As employees of the Police Department, SROs will be subject to the chain of command of the Police Department.
- B. In the performance of their duties, SROs shall coordinate and communicate with the principal or the principals' designee of the school to which they are assigned.

8. **Transporting Students.**

- A. SROs shall not transport students in Police Department vehicles except:
 - 1. When the students are victims of a crime, under arrest, or some other emergency circumstances exist; and
 - 2. When students are suspended and/or sent home from school pursuant to school disciplinary actions, if the student's parent or guardian has refused or is unable to pick up the child within a reasonable time period and the student is disruptive/disorderly and his/her continued presence on campus is a threat to the safety and welfare of other students and school personnel. The SRO will require a member of school staff to ride to the destination.
- B. Students shall not be transported to any location unless it is determined that the student's parent, guardian or custodian is at the destination to which the student is being transported. SROs shall not transport students in their personal vehicles.
- C. SROs shall notify school personnel upon removing a student from campus.

9. **Access to Education Records.**

- A. School officials shall allow SROs to inspect and copy any public records maintained by the school to the extent allowed by law.
- B. If some information in a student's record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SRO that information which is needed to respond to the

emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence.

- C. If confidential student records information is needed by an SRO, but no emergency situation exists, the information may be released only as allowed by law.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first written above.

By: _____
Joseph R. Rogers
Mayor
Milford School District

Attest: _____

By: _____
Phyllis R. Kohel
Superintendent
Milford Public School District

Attest: _____

Legislative Fund Swap-Out (Senator Colin Bonini)

Milford Food Bank

Legislative Fund Swap-Out (Representative Peterman, Representative Kenton and Senator Simpson)

Carlisle Fire Company

**CITY OF MILFORD
FUND BALANCES REPORT**

Date: June 2013

Cash Balance - General Fund Bank Balance	\$1,683,712
Cash Balance - Electric Fund Bank Balance	\$4,124,482
Cash Balance - Water Fund Bank Balance	\$2,559,105
Cash Balance - Sewer Fund Bank Balance	\$386,779
Cash Balance - Trash Fund Bank Balance	\$447,651

	<u>General Improvement</u>	<u>Municipal Street Aid</u>	<u>Real Estate Transfer Tax</u>	<u>Solid Waste Reserves</u>
Beginning Cash Balance	465,570	978,835	1,768,158	0
Deposits	10,160		38,652	
Interest Earned this Month	35	74	139	
Disbursements this Month	(17,181)		(41,667)	
Investments				250,000
Ending Cash Balance	\$458,584	\$978,909	\$1,765,282	\$250,000

	<u>GF Capital Reserves</u>	<u>Water Capital Reserves</u>	<u>Sewer Capital Reserves</u>	<u>Electric Reserves</u>
Beginning Cash Balance	2,440,979	4,424,778	3,543,794	11,049,593
Deposits				
Interest Earned this Month	196	350	280	870
Disbursements this Month				(125,228)
Investments	250,000			
Ending Cash Balance	\$2,691,175	\$4,425,128	\$3,544,074	\$10,925,235

	<u>Water Impact Fee</u>	<u>Sewer Impact Fee</u>	<u>Electric Impact Fee</u>
Beginning Cash Balance	\$1,050,306	\$734,492	\$285,931
Deposits	21,328	\$11,267	\$4,500
Interest Earned this Month	73	\$53	\$21
Disbursements this Month			
Investments			
Ending Cash Balance	\$1,071,707	\$745,812	\$290,452

INTEREST THROUGH THE TWELTH MONTH OF THE FISCAL YEAR:

General Fund	10,281	Water Fund	2,955
GF Capital Reserves	8,833	Water Capital Reserves	14,339
General Improvement Fund	518	Water Impact Fees	1,013
Municipal Street Aid	1,394	Sewer Fund	776
Real Estate Transfer Tax	4,292	Sewer Capital Reserves	14,323
Electric Fund	6,383	Sewer Impact Fees	734
Electric Reserves	56,014	Trash Fund	6,524
Electric Impact Fees	285		

TOTAL INTEREST EARNED TO DATE \$128,664

REVENUE REPORT

Page Two

Date: JUNE 2013 ACCOUNT	AMOUNT BUDGETED	MTD	100% of Year Expended	
			YTD	YTD%
Budgeted Fund Balance	172,920	0	172,920	100.00%
General Fund Capital Reserves	441,997	254,571	432,315	97.81%
Property Transfer Tax-Police	500,000	41,667	500,000	100.00%
Real Estate Tax	3,508,380	5,111	3,599,344	102.59%
Business License	35,000	1,125	36,925	105.50%
Rental License	85,000	4,000	94,100	110.71%
Building Permits	60,000	7,240	108,304	180.51%
Planning & Zoning	25,000	700	15,480	61.92%
Grasscutting Revenue	5,000	424	5,000	100.00%
Police Revenues	431,454	196,629	451,135	104.56%
Misc. Revenues	262,810	118,585	281,524	107.12%
Transfers From	3,215,480	267,956	3,215,480	100.00%
Total General Fund Revenues	\$8,743,041	\$898,008	\$8,912,527	101.94%
Water Revenues	2,330,000	222,335	2,496,810	107.16%
Sewer Revenues	2,052,443	187,217	2,105,525	102.59%
Kent County Sewer	1,500,000	129,439	1,476,446	98.43%
Solid Waste Revenues	1,118,252	92,641	1,110,108	99.27%
Electric Revenues	23,686,500	2,051,647	24,688,945	104.23%
TOTAL REVENUES	\$39,430,236	\$3,581,287	\$40,790,361	103.45%
YTD Enterprise Expense		90,301		
YTD Enterprise Revenue		88,360		
LTD Carlisle Fire Company Building Permit Fund		87,580		

EXPENDITURE REPORT

Page Three

Date: JUNE 2013

100% of Year Expended

ACCOUNT	AMOUNT BUDGETED	MTD	YTD	YTD%	UNEXPENDED BALANCE
City Manager					
Personnel	477,650	\$54,604	483,649	101.26%	(5,999)
O&M	156,505	\$31,065	137,451	87.83%	19,054
Capital	0	\$0	0		0
Total City Manager	\$634,155	\$85,669	\$621,100	97.94%	13,055
Planning & Zoning					
Personnel	127,535	\$12,815	117,951	92.49%	9,584
O&M	35,550	\$7,433	32,356	91.02%	3,194
Capital	0	\$0	0		0
Total P, C & I	\$163,085	\$20,248	\$150,307	92.16%	12,778
Code Enforcement & Inspections					
Personnel	141,890	\$15,031	139,487	98.31%	2,403
O&M	55,200	\$4,923	43,331	78.50%	11,869
Capital	0	\$0	0		0
Total P, C & I	\$197,090	\$19,954	\$182,818	92.76%	14,272
Council					
Personnel	31,225	\$4,041	27,404	87.76%	3,821
O&M	39,650	\$4,377	31,190	78.68%	8,460
Council Expense	17,300	\$958	17,266	99.80%	34
Contributions	369,735	\$0	369,733	100.00%	2
Codification	2,700	\$0	2,642	97.85%	58
Employee Recognition	9,000	\$0	8,885	98.72%	115
Insurance	17,000	\$0	17,881	105.18%	(881)
Capital	18,275	\$0	18,338	100.34%	(63)
Total Council	\$504,885	\$9,376	\$493,339	97.71%	11,546
Finance					
Personnel	330,625	\$36,772	327,534	99.07%	3,091
O&M	51,325	\$9,083	43,834	85.40%	7,491
Capital	16,000	\$11,000	11,000	68.75%	5,000
Total Finance	\$397,950	\$56,855	\$382,368	96.08%	15,582
Information Technology					
Personnel	170,165	\$18,485	169,813	99.79%	352
O&M	169,550	\$6,794	166,262	98.06%	3,288
Capital	86,376	\$10,833	81,819	94.72%	4,557
Total Information Technology	\$426,091	\$36,112	\$417,894	98.08%	8,197

EXPENDITURE REPORT
Page Four

Date: JUNE 2013

100% of Year Expended

ACCOUNT	AMOUNT BUDGETED	MTD	YTD	YTD%	UNEXPENDED BALANCE
Police Department					
Personnel	3,585,375	\$371,366	3,508,835	97.87%	76,540
O&M	504,260	\$42,430	499,276	99.01%	4,984
Capital	266,954	\$7,604	233,443	87.45%	33,511
Total Police	\$4,356,589	\$421,390	\$4,241,554	97.36%	115,035
Streets & Grounds Division					
Personnel	422,865	\$37,092	350,295	82.84%	72,570
O&M	407,265	\$47,678	339,621	83.39%	67,644
Capital	75,000	\$0	9,185	12.25%	65,815
Debt Service	46,095	\$1,909	46,091	99.99%	4
Total Streets & Grounds	\$951,225	\$86,679	\$745,192	78.34%	206,033
Parks & Recreation					
Personnel	480,345	\$58,277	481,509	100.24%	(1,164)
O&M	232,940	\$9,585	208,353	89.44%	24,587
Capital	361,010	\$1,769	180,054	49.88%	180,956
Total Parks & Recreation	\$1,074,295	\$69,631	\$869,916	80.98%	204,379
Total General Fund					
Operating Budget	\$8,705,365	\$806,114	\$8,104,488	93.10%	600,877

EXPENDITURE REPORT
Page Five

Date: JUNE 2013

100 % of Year Expended

ACCOUNT	AMOUNT BUDGETED	MTD	YTD	YTD%	UNEXPENDED BALANCE
Water Division					
Personnel	219,350	\$24,598	219,854	100.23%	(504)
O&M	1,185,150	\$101,184	1,078,090	90.80%	109,060
Capital	80,000	\$48,823	80,000	100.00%	0
Debt Service	845,500	\$370,431	845,491	100.00%	9
Total Water	\$2,330,000	\$544,836	\$2,221,435	95.34%	108,565
Sewer Division					
Personnel	219,350	\$24,598	219,839	100.22%	(489)
O&M	1,092,885	\$82,775	1,078,643	98.70%	14,242
Capital	35,000	\$0	33,905	0.00%	1,095
Debt Service	705,208	\$156,093	710,385	100.73%	(5,177)
Sewer Sub Total	\$2,052,443	\$263,464	\$2,042,772	99.53%	9,671
Kent County Sewer	1,500,000	\$129,440	1,478,447	98.43%	23,553
Total Sewer	\$3,552,443	\$392,904	\$3,519,219	99.06%	33,224
Solid Waste Division					
Personnel	338,610	\$37,509	341,320	100.80%	(2,710)
O&M	779,642	\$76,094	750,374	96.25%	29,268
Capital	0	\$0	0		0
Total Solid Waste	\$1,118,252	\$113,603	\$1,091,694	97.63%	26,558
Total Water, Sewer Solid Waste	\$7,000,695	\$1,051,343	\$6,832,348	97.60%	168,347
Electric Division					
Personnel	972,700	\$110,269	984,585	99.17%	8,115
O&M	1,801,635	\$123,214	1,497,454	83.12%	304,181
Transfer to General Fund	2,500,000	\$208,333	2,500,000	100.00%	0
Capital	266,725	\$256,725	264,665	99.23%	2,060
Debt Service	645,440	\$98,622	645,438	100.00%	2
Electric Sub Total	\$6,186,500	\$797,163	\$5,872,142	94.92%	314,358
Power Purchased	17,500,000	\$1,559,678	18,451,784	105.44%	(951,784)
Total Electric	\$23,686,500	\$2,356,841	\$24,323,926	102.69%	(637,426)
TOTAL OPERATING BUDGET	\$39,392,580	\$4,214,298	\$39,280,762	99.67%	131,798

INTERSERVICE DEPARTMENTS REPORT

Page Six

Date: JUNE 2013

ACCOUNT	AMOUNT BUDGETED	MTD	100% of Year Expended		UNEXPENDED BALANCE
			YTD	YTD%	
Garage					
Personnel	91,800	8,209	75,740	82.51%	16,060
O&M	65,655	5,801	57,133	87.02%	8,522
Capital	0	0	0		0
Total Garage Expense	\$157,455	14,010	\$132,873	84.39%	24,582
Public Works					
Personnel	275,070	28,465	232,475	84.51%	42,595
O&M	240,550	27,728	224,896	93.49%	15,654
Capital	21,300	0	20,880	98.03%	420
Total Public Works Expense	\$536,920	56,193	\$478,251	89.07%	58,669
Meter Department-Water					
Personnel	123,030	14,787	138,923	112.92%	(15,893)
O&M	100,145	9,678	68,375	68.28%	31,770
Capital	0	0	0		0
Total Water Meter Expense	\$223,175	24,465	\$207,298	92.89%	15,877
Meter Department-Electric					
Personnel	174,500	20,211	188,277	107.90%	(13,777)
O&M	97,580	4,028	62,315	63.87%	35,245
Capital	0	0	0		0
Total Electric Meter Expense	\$272,080	24,239	\$250,592	92.11%	21,468
Billing & Collections					
Personnel	445,725	37,315	443,099	99.41%	2,626
O&M	283,830	24,161	282,456	92.47%	21,374
Capital	0	0	0		0
Total Billing & Collections	\$729,555	61,476	\$705,555	96.71%	24,000
City Hall Cost Allocation					
Personnel	0	0	0		0
O&M	54,600	3,274	50,189	91.92%	4,411
Capital	0	0	0		0
Total City Hall Cost Allocation	\$54,600	3,274	\$50,189	91.92%	4,411

ALL COSTS SHOWN ON PAGE 6 ARE ALSO INCLUDED IN THE VARIOUS DEPARTMENTS LISTED ON PAGES 3-5 OF THE EXPENDITURE REPORT WHO UTILIZE THE SERVICES OF THE DEPARTMENTS LISTED ABOVE. INTERSERVICE FUNDS ARE ENTIRELY FUNDED BY OTHER CITY DEPARTMENTS.

MILFORD CITY COUNCIL
MINUTES OF MEETING
June 11, 2013

The Finance Committee of Milford City Council met in the Joseph Ronnie Rogers Council Chambers at Milford City Hall, 201 South Walnut Street, Milford, Delaware, on Tuesday, June 11, 2013 to discuss the proposed FY 2013-2014 Budget.

PRESIDING: Chairman S. Allen Pikus

IN ATTENDANCE: Committee Member Garrett Grier III and Douglas Morrow, Sr.

MAYOR & COUNCIL: Mayor Joseph Ronnie Rogers

Councilpersons Bryan Shupe, Dirk Gleysteen, Owen Brooks, Jr., James Starling, Sr., and Katrina Wilson

STAFF: City Manager Richard Carmean, Police Chief Keith Hudson & City Clerk Terri Hudson

Finance Director Jeff Portmann

FY 2013-2014 City of Milford Budget

Chairman Pikus called the meeting to order at 5:35 p.m. to review the proposed Fiscal Year 2012-2013 City of Milford Budget.

Mr. Pikus announced that council is being presented with a balanced budget which is something the city manager is charged to do. He met with the city manager and Finance Director Jeff Portmann this afternoon. At that time, it was agreed to review the entire budget first as presented by the finance director.

He reported that Mr. Portmann will then open the floor to discuss each and every department of the city. Mr. Pikus emphasized there is no tax increase with the budget being presented. He will then go over each department because he is aware there are council members who have questions of some department heads. Those questions will be asked after Mr. Portmann is finished.

He said tomorrow night they will discuss capital improvements. Some are not budgeted in the general fund and are included in the reserve accounts.

Mr. Portmann said he will point out the differences between the current and proposed budget though they are minimal. The major difference across the board citywide are salary increases (3% of midpoint) which are based on the final year of the FOP contract. Workman compensation took a major increase statewide of 19%. Insurance policies increased approximately 14% which is in addition to last year's increase of 25%. That was mainly due to Hurricane Sandy and other storm-related items.

Outside of those increases, there are very little changes.

Mr. Portmann explained that last year \$334,000 was transferred from the general fund reserves. This year \$40,000 was transferred to cover the Downtown Milford commitment approved by city council at the last meeting.

Property taxes are based on the same tax rate of 46 cents. There are no changes in the transfer real estate taxes, property taxes or penalties.

Building permit fees went from \$60,000 to \$80,000 due to the increase in this year's budget. Though he estimates we will bring in \$95,000, he went with a more conservative number of \$80,000.

Planning and zoning fees were reduced from \$25,000 to \$10,000. Police department fines have increased from \$150,000 to \$165,000.

Mr. Portmann advised the miscellaneous revenues, which include telephone rentals, franchise fees and fiber optics, remain the same. Interdepartmental and electric transfers also are the same.

Total revenues are down only because of the reduction in capital reserve transfers. He explained that last year's capital reserves consisted of three items—Goat Island (\$200,000) as requested by Gary Emory, Can-Do Playground (\$53,000) and the Economic Development Director position (\$85,000).

Mr. Portmann reported that the \$200,000 was not spent though that was the intent.

Mr. Brooks asked about the proposal from the cell phone company to reduce their rental costs on our water tower; Mr. Carmean said we are still negotiating with Verizon though our revenues will be no less than what we have been receiving and they actually should be more.

In the city administration budget, salaries and wages decreased because the city was paying for two city managers last year and the one is finally done. The only other increase is a \$4,000 increase in advertising and printing.

The cost allocation for the city hall building increased because we had a department (building inspector/code official) move back to the public works building. Postage increased with the new budget based on this year's usage.

Mr. Carmean believes a lot of those costs involve overnight express mailings which is needed more frequently than in the past.

Mr. Portmann noted the decrease in employee benefits as a result of the city manager position that was removed.

He explained that the balance of the general fund departments is more consistent with small increases as a result of personnel and insurance increases.

The salary line item increased in the planning and zoning department as a result of employee raises. There is slightly less money requested for legal services, training and copier fees. Benefits decreased as a result of a change in medical insurance. An additional \$1,000 was added for engineering services.

Code enforcement and inspection salary and wages increased. A \$3,500 temporary wage line item was added by the city manager. Mr. Carmean explained that if we start running behind in the grasscutting area, he may bring someone in a part-time position to assist with enforcement. That person would patrol and find properties

that need their grass cut.

Mr. Portmann reported the overall department costs are down with the elimination of the building maintenance transfer to city hall which last year was budgeted at \$9,100.

The city hall cost allocation was then reviewed. The only item of any significance is the maintenance and repair of the building which increased from \$12,000 to \$16,500. Mr. Carmean recalled the boiler and water problems that occurred this year which is the reason he increased that line item. He also believes the doors may need to be replaced this year.

The only increases in the finance department involve personnel costs.

The same applies to the IT Department with the exception of an increase in contract services, telephone and a \$4,000 increase in software maintenance.

Ms. Wilson asked if something has been built in to prepare for more IT support due to an increase in demand. She referenced the updates to the billing software and asked if additional support is needed. Mr. Portmann said on the hardware side that has been considered but not on the personnel side. She understands that department has been reduced. Mr. Carmean agreed adding that he transferred one of the IT employees, Debbie Johnson, to the billing department. Though she has been overseeing the billing department since the office manager position was eliminated, her experience in IT has been an asset and a help to IT Manager Wes Banasan.

Mr. Portmann added that we still need to figure out what is needed in the billing department as far as supervision and personnel. Mr. Carmean said we will have a better idea once that department moves into the PNC building. Right now, IT Manager Wes Banasan is able to walk away from most billing issues because Ms. Johnson has a handle on most of those issues.

The capital line items cover the cost to upgrade servers that provide computer networking services for all city departments.

Mr. Portmann reported there are only a few changes to the police department budget. The insurance line item increased. Because it is a larger department, there is a more notable increase in the health insurance, workmen compensation and retirement line items.

He explained that increases in medical insurance can also be the result of employees choosing different programs, changing from single to married, having children, etc. There is a range of \$6,000 to \$18,000 depending on the plan which changes each year.

Mr. Carmean explained that the county/municipal retirement plan through the State of Delaware is a 20-year plan for police and a 30-year plan for civilians. He said a council member questioned him about legacy costs. He said that once a person retires, there are no longer any contributions paid by the city.

Mr. Portmann advised that the largest cost in the police department is benefits. Retirement costs are higher because it is a 20-year retirement. He emphasized that the city is at the mercy of the state when it comes to increases. In this case, there is \$130,000 in fringe benefits.

The price of gasoline has also impacted all budgets.

Headquarters expenses remain the same as last year. Police capital decreased by \$44,000.

Chief Hudson advised he submitted a request for \$40,185 for police radios due to the current radios becoming obsolete. They would like to start purchasing some of the mobile units in addition to some portable units which are approximately \$5,000 each. The plan is to phase them in over the next few years to prevent a major impact on one budget.

He also reported that they are unable to find repair parts for their current phone system. As a result, it is recommended they upgrade the entire telephone system.

The city manager then reported that our Comcast Representative Tom Worley recently met with him to discuss telephone service. He agreed that a lot of the current telephone equipment in the city is outdated and some upgrades are needed. Since billing will be moving, this would be an appropriate time to address this. He recommends that Chief Hudson sit in on these meetings in hopes of purchasing a system citywide.

Mr. Grier asked if Chief Hudson plans to phase in the Ford Explorers and phase out the Crown Vics. Chief Hudson explained that police departments are finding the Dodge Chargers are too small considering the amount of equipment that needs to be stored in today's vehicles. Laptops, printers, cameras and weapons are required in every vehicle. They have found the Explorers meet those needs much better than the Chargers.

Mr. Grier asked the lifespan of a police vehicle. Chief Hudson said they try to phase them out around 80,000 miles added that the vehicles are running 24-hours/7-days a week.

Mr. Pikus confirmed there are no larger police sedans than the Chargers.

Mr. Grier said there is probably very little difference in fuel between the Explorers and Chargers because the Chargers are extremely hard on gas. Chief Hudson added there is not a big difference in the price either.

The city manager noted this is a standing rotation of purchasing two vehicles a year that goes back at least thirty years. He recalled one year he did not purchase two vehicles. It saved a little money that year but came back to bite the department for many years. Mr. Pikus recalled and added that we also purchased more than two cars for several years after that.

Mr. Portmann reported that insurance increased a little over \$5,000 in the street department. The transfer to public works department is down about \$24,000.

He explained that the public works transfers have decreased because Mr. Dennehy moved an employee from under him to the electric department.

The finance director also reported that the meter department was eliminated in the electric and water departments. The water meter employees are now part of the water department and the electric meter employees are in the electric department.

Capital decreased from \$75,000 to \$55,000. The \$55,000 includes \$30,000 for the cemetery road to be paved

and \$25,000 for the Masten stormwater pond. The \$25,000 will be added to the \$75,000 currently budgeted in FY 12-13 for a total of \$100,000 that is now needed for the stormwater project.

Temporary wages in the parks and recreation department increased from \$70,000 to \$80,000. Mr. Brooks asked if parks and recreation handles all the grasscutting. Mr. Carmean said that has been changed and a lot of the grasscutting duties have been taken over by the street department. Their duties include grass control along the streets and curbing in addition to weed spraying.

Mr. Portmann noted that the boys and girls club rental increased from \$25,000 to \$29,000; Mr. Pikus said he thought there was no increase. Mr. Carmean said the contract is not due to be brought before council for a couple months.

Mr. Portmann explained the five-year Boys and Girls Club contracts have escalators in them which council will need to approve. The current contract expires on June 30th.

Insurance went up by \$3,500 and fuel oil also increased.

Employee benefits have a slight increase as well.

In capital equipment, Mr. Emory requested a mower for \$16,500 and a gator for \$7,500. He also requested \$20,000 in capital parks for a bocce ball court. Last year, Mr. Emory had some big ticket items that included \$200,000 for Goat Island.

Mr. Carmean has requested a dog park. The city manager found a location at the end of the Riverwalk at Fisher Avenue where this can be done on a small scale. It will be divided for small and large dogs.

Mr. Pikus reported that is a portion of Warnell Park that Joe Warnell donated to the city.

Mr. Portmann noted that liability insurance for council increased almost \$10,000. He reiterated that insurances across the board have really increased the past two years.

The Carlisle Fire Company donation increased from \$140,000 to \$151,000 because of a \$11,000 piece of equipment a legislator is funding though the money is being aid to the city. In turn, the city will receive CTF money in that amount to work on North Washington Street. We have already received \$105,000 from the legislators for that project and this provides another \$11,000.

Mr. Pikus confirmed that the increase is the result of a legislator who is actually providing \$11,000 to Carlisle Fire Company though they have to run the funds through the city. Mr. Carmean said it is called a swap-out and though we are increasing our donation to the fire company by \$11,000, we will receive \$11,000 from the legislator to do some type of street work.

Mr. Pikus asked if we have the commitment from the legislator; Mr. Carmean said yes. Mr. Portmann confirmed we received the paperwork today.

Mr. Portmann then referenced the sewer and water revenues noting there are no increases in water, sewer, trash or electric funds.

However, there is \$287,000 transfer from capital water revenues and \$348,595 transfers from capital sewer reserves. He explained that is the result of the increase of capital requests from individual departments.

Mr. Portmann explained the salary line item increased because the water meter personnel have been added to this year's water department budget. The overtime and on call numbers also increased as a result and in addition to the 3% salary adjustment

The auditing fee more than doubled due to a \$7,000 additional fee for a single audit. The single audit is required by the federal government whenever the city receives more than a half million dollars in governmental funding. The Washington Street Water Treatment plant project and Southeast Front Street projects took us over that half million dollar mark. Mr. Portmann noted that the Southeast Front Street project started two years ago and the reimbursement funding is still coming in.

Mr. Grier recalled that last year, council discussed bidding out our insurances. He noted the increase in every department and asked if this is being done.

Mr. Portmann explained that Marvel Agency bids the insurance on behalf of the city. We received a number of bidders though very few companies in Delaware offer workman compensation. Travelers Insurance has been our insurance carrier for many years because they bid on the entire package. The workmen compensation insurance is mandated by the State of Delaware even though our regular insurance is independent though they are approved through the State Insurance Commissioner Office.

Because we are close to the beach, Hurricane Sandy caused substantial increases across the board. Our regular insurance increased 14% which is above the 25% increase from last year. Mr. Portmann said we can attribute that to all the disasters that occurred throughout the country.

Mr. Pikus asked if we have ever considered the self-funded municipal workman's compensation insurance pool through Delaware League of Local Governments. Mr. Portmann said that last year they were competitive but off by approximately \$1,000. They did not bid this year.

The finance director explained they are another company that does not offer the entire insurance package.

He noted that several of the costs (supplies, uniforms) increased due to the combination of personnel. Last year, there was a \$223,000 transfer from the water department to assist in the costs of the meter department. This year it is zeroed out. Overall, there is an approximate \$80,000 decrease in operations.

Mr. Portmann reported the debt service is slightly down as a result of the USDA loan that will close the end of this month at a lower interest rate than was expected. It started at 2.875%, then dropped to 2.125%.

Water capital includes \$220,000 of equipment and \$305,000 of infrastructure.

He then referenced the list of capital purchases for water, sewer and electric departments.

Water Department:

Chlorine tablet unit for Tenth Street Well \$25,000

Pull behind Valve Exerciser Tool	\$50,000
Generator for Tenth Street Well Site	\$130,000
Shelving for Outside Stocking Material	\$15,000
Total	\$220,000

Public Works Director Brad Dennehy then reported that the city manager has recently talked about the need for a valve exercising program. Over the years, things were neglected and exercising valves was one of them. When a valve sits for a long time, it can seize up from corrosion. He said the estimate was \$9,000 but increased to \$50,000 with the purchase of a valve exercise tool. Instead of using three employees to turn a valve, this machine can handle it automatically which speeds up the process. It knows how many turns are needed to get the valve open or closed and puts more torque on it than two men pulling can.

He considered contracting the project though the cost was \$2 million. He is a firm believer in using the city employees so they decided to purchase the exercise tool and use our water crews.

Mr. Dennehy is unsure if they will need the \$300,000 budgeted for capital infrastructure but if they come across a valve in the roadway, it is not just a matter of using a couple of our employees to fix it. The road will need to be dug up and the valve replaced. He will use some outside contractors on this project and he estimates a valve replacement to be between \$5,000 to \$10,000. They expect multiple valves will need to be replaced over the next year.

He said he prefers spending \$350,000 instead of \$2 million. This can be accomplished with the purchase of basic equipment and some contractors to assist. Initially, his plan was to purchase a \$9,000 piece of equipment but someone provided a demonstration of the exerciser tool which has a lot of features that will be very helpful.

When asked why this tool is \$51,000 more, Mr. Dennehy said they receive catalogs and initially picked one out. This is a trailer unit and the other was one that had to be put in the back of a pickup truck. He sees this as a time saver and only one person is required to operate it because the machine does all the work.

Mr. Dennehy pointed out that the manual valve exercise program is very labor intensive especially because they have not been turned in years. Because this machine is doing all the work, it will cut down on workmen compensation claims. He said that any kind of roadwork involves a lot of work for his crews including putting up signs. This will allow them to hit three or four valves in a row and will not shut down the entire town.

On the other hand, turning valves manually requires three guys and two others flagging.

The \$2 million estimate allowed an outside contractor to come in over the next year and take over the entire system. This manner allows our crews to handle it.

The public works director said they are not currently doing valve replacement because it is specialized work. He feels we can get someone in here to see how they do it and steal some ideas.

This will provide data and feedback on each valve which can be downloaded into our database for future use.

Mr. Dennehy said right now we have no idea what to expect though we know there are hundreds of valves and

the field crews know which ones need to be replaced.

In the operating budget, the public works director noted there was \$50,000 added for a \$75,000 total budget to cover the cost of repairs around the Riverwalk Shopping Center. Water is constantly seen lying at the entrance of the shopping center on Northeast Front Street which has caused problems over the years. There have been numerous engineers review that area though no one was able to solve the problem.

He has decided to hire someone with an excavator and start digging. Though he is unsure, Mr. Dennehy believes it will cost \$50,000. The person they hired has a great deal of experience and he is confident they will find the problem.

The need for the chlorine tablet unit for Tenth Street well is driven by the EPA and Homeland Security due to chlorine gas no longer being used.

The \$130,000 backup generator for Tenth Street is needed because it is the biggest producer.

The shelving is needed in the yard so that the items that are stored throughout the facility can be put on shelves.

The \$305,000 budgeted for capital infrastructure involves several old water meter pits that have been leaking over the years. He plans to replace the one at LD Caulk who is one of our large commercial customers.

Mr. Dennehy recalled the number of discussions the city manager has had regarding the need to start flushing fire hydrants. He confirmed there are no fire hydrants that do not work. Some have older parts and the hydrants need to be turned on. The city crews can do this work. They only need the engineers to give them a manual instructing them where to start because it needs to be done systematically. Notification will be provided to residents before this work begins.

He asked the city manager to comment on the Northeast Water Study. Mr. Carmean confirmed it is a potential well site on the old Fry property due to Baltimore Air Coil's needs which have been discussed with council for sometime.

Mr. Carmean said they are also looking in the Northwest area though that will be discussed in the future.

Ms. Wilson noted the list of projects and plans for the year. Mr. Dennehy said there is a lot to do and work is needed so he plans to steer the employees in the right direction and crack the whip. They are going to have to do some things that have not been done for a long time. He said he does not know why the valves have not been operated over a number of years, and rather than trying to figure out why, they will simply start working on them.

Mr. Portmann then referenced a few minor changes on the sewer side. There were two new items added to the debt service. The Kent County Bypass was approved a couple months ago though the work was done a few years ago. We just started repaying the loan which is a forty-year term. Principal and interest is approximately \$50,000.

Sewer capital includes \$120,000 of equipment and \$227,000 of infrastructure for a total of \$347,000. Minor items include a replacement fence at the Truitt Avenue Pump Station for \$9,000, a muffin monster for Fisher

Avenue and the costs of bypassing until complete is \$75,000. The check valve replacement at Fisher Avenue and Shawnee Road pumping stations is \$25,000 and a sewer camera for mains and laterals is \$11,000.

Mr. Dennehy explained that a muffin monster is a big grinder at a sewer pump station which is needed to prevent clogs which create sewer backups.

He said the sewer camera (\$11,000) is put down a sewer line to determine the reason for plumbing problems or sewage backup. He said this was done by URS for the first time in Milford. A machine can then be sent into a cracked sewer line which sprays foam into the pipe and seals the holes. This prevents having to open the road. There is only one contractor in the state who has a specialized camera and he is in New Castle. Their daily rate is approximately \$3,000. The purchase of the camera will pay for itself in five days. Related capital funding in the amount of \$122,000 is for sewer main lining work.

The lining of the sewer main on Lemuel Street was just done and is much cheaper than cutting the road up and replacing the sewer and reconstructing the road.

The public works director said two davit cranes are needed to lift pumps at the pump station when they get blocked. He reported the cranes, which are only \$5,000 each, are mounted at the top of the pump station.

Budgeted was \$15,000 for controllers and transducers at Fisher Avenue and AmericInn Hotel pump stations.

There was \$45,000 earmarked for the Southeast Second Street pump station improvements.

Also included is \$35,000 for a northeast sewer study which will extend sewer into the northeast area of Milford.

No questions were asked of Mr. Dennehy.

Mr. Portmann noted there is no solid waste rate increase proposed. The solid waste revenue budget includes a \$200,000 budgeted fund balance. Of that, \$165,000 will be used to purchase a new trash truck and \$35,000 for more yard waste containers. He said the public works director is confident this will cover our needs into the future.

He advised that trash trucks are replaced every three years. The temporary wage line item increased \$10,000 due to the need for more temporary workers throughout the year. This is the result of yard waste pickup and changes in operation.

The cost for landfill fees is increasing but our tonnage has decreased. Insurance increased by \$3,400.

Fringe benefits increased by \$6,000 and \$165,000 was added to capital for the vehicle.

The overall budget for the Solid Waste Department increased by over \$200,000 which will be covered by transfers from the solid waste reserves.

Mr. Grier asked if an increase in the solid waste fee is being considered; Mr. Portmann said that Mr. Dennehy is preparing a huge presentation to discuss the current operations, increases in DSWA fees, etc.

Mr. Carmean reported they are still experiencing problems with yard debris. Instead of arguing with customers, we are continuing to pickup things the ordinance prohibits. If we continue to pick up large piles of debris, we are going to need some additional equipment.

Mr. Grier pointed out that \$23.50 is extremely cheap when compared to the fees other companies are charging.

It was noted that beginning January 1st, the city is required to offer commercial recycling as mandated by state law. At that time, council will need to consider the costs to the city versus the cost to the commercial customer. A decision will have to be made at that time.

Mr. Dennehy said he has his work cut out.

According to Mr. Portmann, this year's electric revenue mirrors the current year's activity. Projected revenue for FY13-14 is \$24,500,000 which is a \$1 million increase over last year. There is also a \$1 million increase on the power cost side so it remains revenue neutral.

Mr. Grier asked the impact of council lowering the rates last year mainly for commercial and industrial customers. Mr. Portmann responded by stating the rate design was shorted by approximately \$1 million. The cost adjustment was added each month to balance that out. The city manager agreed we are currently billing with a .5 kW purchase power cost adjustment.

The only major item in the electric department revenues is a transfer from reserves in the amount of \$861,000 to pay for capital requests.

Electric department salaries and wages increased \$166,000 as a result of two employees that came from the electric meter department. The same applies to overtime, on call and fringe benefits.

He explained that a lot of the changes in the line items are the result of the additional employees. The largest increase was insurance that increased from \$58,000 to \$82,950. Training costs increased by almost \$5,000 and contract services increased by \$10,000. That is the result of the additional metering contracts.

The meter line item shows a budget of \$22,000 though it was zero the past two years because meters was a stand-alone department.

During FY 12-13, \$272,060 was transferred from the electric department to the meter department. This year that number is zero because those costs are absorbed within this budget which includes salaries, benefits and various line items.

Mr. Portmann reported there is a net savings of approximately \$50,000 overall. The total electric O&M expenses increased from \$1.41 million to \$1.68 million. The transfer was \$272,060.

He said that the truth is, there are more costs in this year's budget as well.

The finance director referenced the increase in vegetation control which increased from \$10,000 in FY 11-12 to \$30,000 in FY 12-13 to \$75,000 in FY 13-14. He said that is the one big item that Electric Superintendent Rick Carmean requested.

Electric Superintendent Rick Carmean then explained that his crews have tried to handle vegetation the last couple of years as far as tree trimming. They cannot keep up with it so he decided to bring Asplundh back to take over the city's tree trimming services. When asked if they will handle all tree trimming services, the electric superintendent said not all of that. They will probably sign a six-year contract and will come in this year and trim out all the main circuits. He expects to come back during next year's budget with another request so that they can handle additional areas. Once they get this work done, our crews will start handling the hot spots.

It was confirmed that since the peak period when construction was heavy, the electric department reduced their work force from eleven to five.

Mr. Pikus asked about the increase from \$4,000 to \$7,000 in office inventory; the electric superintendent explained that additional cost is the result of a new employee (Utility Locator) who was transferred from the public works department into the electric department.

Mr. Portmann then reported that the DEMEC power cost increased \$2 million as did the revenues so there is no net change.

Capital is budgeted at \$1,005,950 compared to \$266,725 in FY 12-13. He advised the first request is of \$75,250 is for machinery and equipment (duct hunter locator (\$750), new locator (\$3,500), Vermeer trencher (\$5,000), power analyzer (\$12,000) and wire puller (\$54,000).

The electric superintendent said the new wire puller will replace the 1994 wire puller. It will cost \$15,000 to replace the specialized rope. He confirmed the old puller can be sold.

The second capital request is for a Digger truck (\$275,000) and a 100-foot bucket truck (\$400,000).

The electric superintendent said he has talked about the 100-foot bucket truck the past couple years.

Mr. Pikus questioned whether the garage will accommodate a 100-foot bucket truck; Mr. Carmean said this replaces a 1986 65-foot tree truck.

Also budgeted is \$226,700 for capital projects/infrastructure for 138kv switches and wire replacement, \$20,000 for repainting and \$10,000 for pole replacement. In addition, \$50,000 is requested for new lights at the Riverwalk basketball court.

Mr. Shupe asked why they went to a 100-foot bucket truck versus anything shorter. The electric superintendent referenced an earlier statement by the city manager who stated the transmission poles they are installing are 115 feet with 13 feet buried and 102 feet visible. He added the tallest we have now is 65 feet.

Mr. Gleysteen asked the overall length of the truck; the electric superintendent said approximately 35 feet.

Mr. Pikus again asked if it would fit inside the garage; the electric superintendent said if it does not, it will fit in the side where they keep the tree truck now. Mr. Gleysteen confirmed the truck is capable of making all the corners in town.

The electric superintendent said he is also asking to replace a 1994 line truck.

Mr. Grier asked if the electric superintendent expects a number of large capital items again next year; Superintendent Carmean said that with these purchases, they will eliminate their three oldest trucks. The next oldest is a 2005. He said the 100-footer will replace the tree truck and the older bucket truck.

Mr. Carmean said that considering the costs, they are getting at least twenty years of usage from the vehicles.

A short recess was then taken.

When the meeting resumed, Councilman Gleysteen referred to something he had been working on the past several days. He said it was a 10-year budget statistics which shows a trend over the past ten years and where we are going. Mr. Pikus then asked Mr. Gleysteen to postpone his comments until Mr. Portmann has completed his review.

Mr. Portmann then noted that the salaries and wages were reduced in the public works department because Mr. Dennehy moved one of his employees to the electric department. Also, one position that was intended to be a customer service manager was moved to the billing department.

He referenced the minor increases in legal expenses and the engineering line item.

Mr. Dennehy then spoke about his capital request for \$26,500 for bird netting, \$18,500 for a computer and \$3,000 for shelving.

Public Works Director Dennehy said we have a six-acre facility. There is one building with big roll-down garage doors which is used by the line trucks. He said there is also a big open-sided barn where the solid waste and leftover electric department trucks are kept. Fork lifts and a lot of miscellaneous equipment, including snow plows and lawn mowers are stored there. They considered putting doors on the building but too many were needed. They have a problem with pigeons roosting in the building and the bird netting will prevent that. He plans to add bird netting to one bay at this time.

The shelving will be added to the backroom at the public works facility for radio equipment.

The finance director then continued his review. In the garage budget, there was \$20,000 and \$15,000 budgeted in the two prior years for temporary wages. It has since been decided that a temporary worker is not needed so that line item is zero. No real changes beyond that other than a minor increase in insurance costs.

In the billing department, salaries increased by \$24,000. Contract services increased from \$5,000 to \$43,000 due to the additional of the Pinnacle Contract which is the company that will produce and mail city utility bills though he does not know when that will start. As a result, postage expenses were reduced from \$43,000 to \$15,000 and supplies reduced from \$23,000 to \$13,000. The decreases will offset the increase.

Mr. Carmean said he will provide a mock bill for approval by council or to recommend any changes.

Mr. Portmann noted that billing overtime was reduced by \$5,000 due to some management changes.

The finance director reported that the storage PODS were finally removed. Mr. Brooks said he did not realize we still had the PODS though he remembers our records being placed in them temporarily when our staff moved out to public works.

Mr. Portmann said there was also a line item added for contract services for customer service in the billing budget in the amount of \$42,000. That covers the cost of the consultant who is on site periodically. There are still several options being considered for the billing department and a final decision has not yet been made.

Mr. Carmean said it is funded with the hopes the consultant will assist in the set-up of the billing office at PNC. They will relocate in January at the latest.

Mr. Portmann reported that billing's total budget is relatively the same as FY 12-13.

Mr. Portmann then referenced the capital reserve, municipal street aid, general improvement fund and impact fee funds which will be discussed tomorrow evening.

Mr. Pikus emphasized that council has been handed a balanced budget. He presented the following list of additional expenses which will require a budget cut elsewhere or a tax increase:

- Renew Economic Development Position-\$85,000
- City Manager Administrative Assistant-\$65,000
- Parks and Recreation Parks Supervisor-\$48,000
- Parks and Recreation 15-Passenger Van-\$36,000
- Additional Funding for Museum Executive Director Matching Campaign-\$16,500
- New Milford Century Club-\$10,000

Total of Unbudgeted Requests-\$260,500

Mr. Pikus stressed that council approved an expenditure two weeks ago that he felt should have been addressed as part of the budget.

He advised that the Economic Development Position would be discussed in an executive session.

When asked who came up with the list, Mr. Pikus said these were requests submitted by letter. Mr. Portmann said that some of the requests came from the department heads. Mr. Emory had requested a new position and 15-passenger van for his department.

Mr. Pikus reminded council that two weeks ago, DMI had requested \$200,000. That was voted on and approved and in not being considered during the budget hearings. He believes that request should have been considered along with the others being presented this evening.

Mr. Pikus stated that in order to pay for these additional items, we will either have to cut some of the departments or approve a tax increase. If we can find some money to pull from different areas, we can pay for some of these requests.

He noted there is funding already approved for Milford Museum but this is an additional request. Mr. Grier

asked if we provided additional funding last year; Mr. Pikus said the museum received an additional \$3,500 or so. Now they are asking for an additional \$16,500 on top of what has been approved.

The Century Club has submitted a request for \$10,000. Mr. Pikus said we may want to postpone action on this request. Initially, the Century Club asked that the city take over the building and they would deed it to the city. We would then give them \$10,000 a year for maintenance and operations.

Mr. Pikus said that though the city manager or finance director can back this up, he does not believe their operations do not exceed \$2,500 a year. That would include electric, water and sewer though that needs to be verified.

He does understand they are now negotiating with Avenue Church.

Ms. Wilson asked how this deal will benefit the city.

Mr. Pikus explained the Century Club was established during the turn of the century and was a club for just women. It is one of the oldest clubs in town and a lot of 'old Milford' belongs to it.

P&R Director Emory stated that about five years ago, they requested the city cut their grass so they incorporated that property into their grasscutting schedule. His department also handles the landscaping which he has no problem with because it is a civic organization.

Mr. Pikus said they will be receiving some funds from the Delaware Foundation though he is unaware of how much. He emphasized this would be a donation and to his knowledge, the city has never given them money.

Mr. Carmean recalled that back around 2005, council instituted a policy that prohibited the city from giving donations. Mr. Brooks added that we have provided in-kind services but not monetary donations. He pointed out the museum is a commission of the city and DMI was provided the \$200,000 because they do economic development work on behalf of the city and particularly in the downtown area.

Ms. Wilson feels we need to consider these requests if they benefit the entire city. She believes we can justify DMI, Carlisle Fire Company and Milford Museum if necessary.

She agrees we had to stop giving donations to outside organizations because we were overwhelmed with requests.

Mr. Carmean explained the deal was they would receive \$10,000 if they deeded the property over to the city. Mr. Pikus said they would have to come to council with a professional presentation. He also emphasized they are also currently in negotiations with Avenue Church. The bottom line is they want to keep the club alive which is why they are asking for the donation.

He is willing to ask Dawn Kenton to come before council with a presentation.

Mr. Pikus then asked to discuss the Parks Supervisor position and their request for a \$36,000 for a parks and recreation van.

He referenced another request for \$16,500 of additional funding for the Museum Executive Director Matching Campaign and \$10,000 for the New Milford Century Club.

The finance committee chairman emphasized none of these items are budgeted.

Mr. Morrow asked where the money would come from; Mr. Carmean said from another department or an increase in property taxes. He explained we need to stop funding something permanent from the general fund. It was his decision whether or not to fund the new parks and recreation position. However, it is a new position and there was no additional money.

There was no money for an administrative position for himself so he just added it to this list. To fund the parks and recreation position would create a one-cent tax increase. He does not know anywhere else in the budget where money is available.

The city manager advised that our insurance company has a lot of problems with the 15-passenger van. There are real liability issues associated with vans that carry that many people. Mr. Portmann had spoken with the insurance company and relayed that information to Mr. Emory.

Mr. Pikus said Mr. Emory's workload is getting really heavy and he does not see how he can continue to work that way. Therefore, he needs some additional help. He asked where we can find \$48,000 to assist him.

Mr. Portmann emphasized the general fund budget is as bare bones as it was last year. There have been layoffs and there is no increase in any of the department's budgets in the general fund. That is why the list was requested.

Mr. Carmean said outside of this list and the Century Club list, he did not put anything on the list that did not have merit.

Mr. Pikus said that Mr. Emory needs some help and asked that Parks and Recreation Director Emory to speak on the matters.

Mr. Emory said the van was purchased in DECASSA days with criminal justice funds. At that time they were able to transport people to different venues until it became a liability. For some time the only way they have been able to use it is to take the seats out and pick up flowers and other items.

When he found out they would have to drop down to a 12-passenger van, he was no longer interested. They will get out of the business of transporting people to those venues and he removed his request.

Mr. Portmann explained there is a high rate of accidents and injuries with the 15-passenger van. Mr. Pikus asked if there are any vans at the police department that can be co-used. Chief Hudson stated they have no vans.

Mr. Emory then stated they are bursting at the seams as far as O&M because the city is growing and his department is growing leaps and bounds. The Riverwalk is jumping and they just received a half million dollars to finish Goat Island. The Can-Do Playground will be done this summer. He has plans for a bocce ball court, dog park at Warnell Greenway and the Banneker Basketball court. He said these are five new projects.

Mr. Emory said they also have the cemetery, streets, right-of-ways and parks. They are at their wit's end and this person is needed year round. Now they have Christmas lights and more trash removal.

He said he is sixty years old and he has been out there busting for a long time. He cannot do it any longer and needs help. He said they have a park superintendent and himself and that is all. The BesTemp employees are done in November and there are only two people against the world until March when the temps come back.

Mr. Pikus asked how many requests Parks and Recreation is getting from DMI. Mr. Emory said that DMI is additional work for his department. They do a lot to keep Downtown Milford looking attractive which is a lot of work. This person would be responsible for keeping the flowers watered downtown which is a seven-day a week job.

He said anybody in this town knows he does not just work Monday through Friday. He is out every weekend too.

Mr. Emory said he is willing to bring in seasonal employees but they do get paid. They do not have volunteers. If they don't get this position, they will have to start cutting back on services. He does not want to see the parks go down, but things like flowers and cemeteries could take a hit. He will have to prioritize those things and some may have to be eliminated or at least take a second shelf. He is a professional parks guy and parks will always be his top priority. The cemetery is a lot of work; athletic field maintenance requires a lot. The Tony Silicato Memorial is the nicest park in Kent and Sussex County with the turf.

He said he is getting older and needs help.

Mr. Grier asked if this money can be taken out of the general fund reserves, knowing that next year, there will be \$700,000 less in capital expenses.

Mr. Carmean said the capital expense cannot be transferred into the general fund. Mr. Grier said there were a lot less capital expenditures next year so it appears it can be more easily funded.

Mr. Portmann explained that council will discuss the general fund capital reserves tomorrow night. But the general fund capital reserves has no money and only water, sewer and electric has money.

Mr. Pikus said two positions are being considered—the city manager's administrative assistant and the parks position. To fund \$48,000 and the \$16,500 museum request will cost taxpayers only a cent and a quarter. He is unsure if we can transfer some funds, but he does not want Gary overworked and have to leave the city. At this point, there is no one trained to take his place.

Mr. Emory pointed out he has worked for the city for thirty-five years.

Mr. Pikus said Gary told him he needs help badly. Ms. Wilson said it takes a lot of confidence for an employee to stand up and say that. She said we will try to do our best to find him some help. She recommends removing the first item.

Mr. Pikus pointed out the current budget is balanced with no tax increase. The seven items presented would require more a three-plus cent tax increase. The first item will be discussed in executive session.

Mr. Morrow said that he personally does not want a tax increase and hopes the city manager can find the extra money. Mr. Grier agrees he wants to fund it too. He said we have cut everything the last three years and there is nothing left to cut.

Mr. Carmean said the parks position is one he supports. He removed his administrative assistant request immediately and believes he and the city clerk will have better luck with some changes they can make in house. He can accomplish his needs through an employee change. Mr. Emory does not have the staff to do that.

The city manager said council will have to deal with the FOP negotiations this year and if the contract is exactly the same as the last three, that equals a ten-cent tax increase over the next three years. He recalled that council agreed that whatever the FOP receives in their contract, the other employees receive. That is to prevent any other groups in the city from unionizing.

Mr. Carmean said he does not know where the city will get the money for raises over the next few years but emphasized that the city has always given our employees an increase. Unfortunately, there are no additional property taxes received to fund the general fund. He said even if we did not have the agreement with the governor, he does not think council would increase the electric rates to transfer more money into the general fund.

Mr. Gleysteen then referenced the ten-year budget analysis he distributed. He asked council to look at it. When asked how 2003-2004 compares to 2014, Mr. Gleysteen said it is important to know where we have been.

Mr. Starling said we were discussing a park assistant with Mr. Emory. Now we have a new paper that was handed out and asked how this will help find \$48,000.

Mr. Grier asked the objective; Mr. Gleysteen said the objective is to see how much each department has increased over the past ten years. He said things have changed a little and in 2003-2004 the administration was combined with miscellaneous and eventually engineering. He said it was a good thing the miscellaneous section was removed. But to compare the numbers today, council was eventually broken out of that number. If you recombine those, the general fund has increased by 22%. Overall, the general fund has increased by 51%.

He pointed out the city has two different managers. One is for the city administration and one is for the police administration so he thought it was important to compare the two. Over the last ten years, Mr. Gleysteen reported the police department has increased by 70% or \$2 million. The general fund without the police department has increased by 25% or \$740,000. In 2003-2004, the police department was about 45% of the budget and today it over 50% of the budget. This is one of the decisions we need to make because the police department is growing three times the rate of the rest of the city.

Mr. Gleysteen said his point is the general fund without the police department has increased by 25%, the police department has increased by 70% over the past ten years. The growth of both departments are affected by the same variables and his question to Chief Hudson is why they are not the same.

Chief Hudson pointed out the police department is a 24-hour/7 day a week operation which means the budget will be higher than the other departments. Mr. Gleysteen said it has always been that way.

Mr. Gleysteen asked how that matters when you look at the budget numbers. He said the city is heavily loaded during the day.

Chief Hudson advised there was a four-officer increase in 2005. Mr. Gleysteen then stated he is bringing this up so we know where we are today.

Chief Hudson then continued by explaining the number of officers increased from 26 to 30 during this time which resulted in salary and benefit increases. The request was approved by city council at that time.

Mr. Starling feels this is something that should have been addressed in a regular workshop instead of thrown out in the middle of a budget hearing. We are here to address this year's budget.

Mr. Gleysteen reiterated the police department budget has increased three times the rate as the rest of the city. So perhaps that should be considered. He said the numbers show the city has sharpened their pencil and kept their rate of growth over the last ten years to 25% and the police department has increased by 70% so there should be an opportunity to do the same.

Mr. Morrow asked what Mr. Gleysteen suggests we start cutting police services.

Chief Hudson referenced Mr. Emory's point earlier that at this point and that they may need to consider cutting police services. Mr. Morrow said they will have to cut dispatch or start cutting officers.

Chief Hudson said the only other options are to eliminate the specialized units, such as the community police officer and drug officer and put them back on the street. Mr. Gleysteen said he is sure there are all kinds of options and probably better ones.

Mr. Grier does not want this to turn into an argument pointing out we are trying to figure out the best financial way to make this city tick. He said Mr. Gleysteen is bringing up one side of the argument that was never looked at.

Mr. Morrow said it has been looked at; Mr. Grier said he hasn't looked at it though they have picked this budget apart.

Mr. Starling said this sounds like something that should be discussed at a regular workshop session. Mr. Pikus agreed this is a finance committee meeting.

Ms. Wilson recommends we schedule a police committee meeting at which time it can be put on the agenda and reviewed. She said at the same time we have a city manager and finance director that review each department's budget. During that review, they make sure that anything not needed is eliminated. She said that is what our city manager is paid to do. She feels Mr. Gleysteen should have presented this before it was brought to the open floor. She feels that would have been the proper way to address it.

Mr. Gleysteen said he doesn't see a need to get defensive just because he is presenting these numbers.

Ms. Wilson said she is not offended but reiterated that would have been the proper way to handle it. That would have lightened the issue.

Mr. Morrow said he has discussed the police budget with Mr. Carmean on numerous occasions during which time the city manager has stated every time there is nothing additional that can be cut from the police budget. It is a bare bones budget.

Mr. Carmean agreed that he and Mr. Portmann both discussed tonight's venue with Mr. Pikus today. He told Mr. Pikus if there are questions about the management of any department that should not be discussed at a budget hearing. He agrees with Mr. Starling's statement that it should be addressed in a workshop session. If Mr. Gleysteen has questions, they can be asked. But to get into the management aspect of any department is stopping the budget process.

Mr. Pikus explained this is a finance committee meeting. He appreciates Mr. Gleysteen bringing the information to council which should be digested. It can be looked at but it will not be discussed this evening. He said this is a finance committee meeting about the budget and we will solve one question right now. He asked how we are going to fund these requests. We have a request from the Parks and Recreation Director who is pleading for help. Some items have been taken off the table. He feels it is the general consensus of council to find a way to pay for this new position in Parks and Recreation in the amount of \$48,000.

He is going to ask the finance committee (Mr. Pikus, Mr. Grier, Mr. Morrow) to request the city manager and finance director find some way to fund the position at a cost of \$48,000. Also, whether the finance committee wishes to add another \$16,500 for the Milford Museum Executive Director matching campaign. However, there is no extra money and it will require a 1.5 cent increase.

Mr. Pikus said the argument is over.

Mr. Starling said this is a finance committee meeting and papers are not allowed to be handed out during a meeting which is why he is confused.

It was agreed by all to fund the park and recreation position needed by Mr. Emory.

Chief Hudson then asked council to remove \$26,800 from his budget for software maintenance to help fund the parks and recreation position.

There was a question about whether that could be done and Mr. Portmann stated yes.

Mr. Carmean said that is only a one year fix because this will be a continuing cost. Mr. Portmann asked if Chief Hudson is done permanently with that cost item; Chief Hudson stated yes, he will not budget that line item next year.

Mr. Pikus thanked Chief Hudson noting we are now down to \$22,000. He asked if Mr. Portmann can find that amount. Mr. Portmann said he is willing to look at the budget to try to find it.

Mr. Portmann asked about the balance of the requests. Mr. Pikus said there is no additional money to pay for the Milford Museum Executive Director, the parks and rec van, the Century Club request or the administrative assistant. Council agreed and those items were removed.

Mr. Grier suggested the \$22,000 be transferred from the general fund reserves. He said that at almost every

meeting, funds are transferred from that reserve account to pay for some crazy expense. Mr. Portmann said they are only one time expenses and this will be a recurring expense. He said the general fund reserve account is almost depleted. He clarified that the water, sewer and electric has money but the general fund does not.

Mr. Grier said to figure it out as it is down to \$22,000.

Mr. Morrow asked the total payroll in the city; Mr. Portmann said \$5.6 million*. Mr. Morrow asked if it was possible to find ½% of that; Mr. Portmann said he will review the numbers again pointing out we have had a number of layoffs over the past few years and most of these budgets are bare bones including the police department.

Mr. Portmann confirmed that this year's budget includes an across the board 3% payraise. That is based on the three-year FOP contract that included a 2%, 3% and 3% increase. Mr. Portmann reiterated that he is willing to look for \$20,000 which is a better target than the \$260,000 that was under consideration

Mr. Brooks then asked about the real estate property tax fund. He said it is above the 100% anticipated this budget year. Mr. Pikus said we used the extra 1% to balance this year's budget.

Mr. Portmann said there were some budget adjustments passed by council last year which increased the revenue numbers used toward the budget. He said there were some very large expenses submitted just after last year's budget was passed and those funds were used to pay for them.

Mr. Brooks agrees with Mr. Grier that almost every meeting we are transferring funds for a new expense.

Mr. Portmann agreed there has been \$100,000 to \$300,000 every year for the last couple of years that was paid for unbudgeted items. He said if council deemed they were all necessary, he expects that will continue in the future.

Mr. Brooks said we raised taxes eight cents to balance last year's budget. He asked if we are going to need property taxes to come in at 102% to balance the budget each year. The general fund capital expenses for FY2014 are \$287,000. He asked if we are going to need the additional property taxes every year. He noted that once property taxes are raised, they never decrease.

Mr. Pikus reported that every year the cost to run the city increases. We cannot help that because expenses increase every year just as they do at our own homes. There is a 3% increase in salary and an increase in workman's compensation this year. Without enough in the budget, either expenses have to be reduced or taxes raised. Taxes were raised last year after the reassessment. They were reduced at the time of reassessment, then increased to balance last year's budget.

Mr. Pikus anticipates we will need a tax increase next year. Mr. Grier agrees we will need one every year. He does not see how we can get by without raising property taxes.

Mr. Pikus said that there will be a tax increase unless construction picks up and we start building again. Back in 2005 and 2006, the city was flushed with money. But we no longer have that luxury.

Mr. Brooks asked how much is in our total reserve accounts. Mr. Pikus said our earmarked funds in reserves

is approximately \$20 million in all accounts. But that is earmarked for utility projects. Electric reserves is the big one and because we are being questioned, we need to start earmarking those funds which will be done tomorrow night.

Mr. Brooks asked how we cannot find \$20,000 if we have \$20 million in reserves. He asked if we are charging our citizens too much considering we have that much in reserve accounts. Mr. Pikus said we must have money in the reserve accounts. He said we are taking \$3 million out of electric reserves which brings that account down to \$8 million. He said those reserve accounts will be dry if we keep taking money out of them. When we have nothing in them, we will not be able to borrow money. Those funds need to be allocated though we will not have to spend them.

Ms. Wilson said that is interesting considering we are always transferring funds out of all the accounts.

Mr. Pikus said that will be discussed tomorrow night.

Mr. Portmann said there is \$1,119,000 of which \$1 million was deemed to be the emergency level. As a result, there is \$119,000 left in the general fund capital reserves. He said there has been more in that account over the years and we have used \$150,000 or \$200,000 each year the past couple years for unexpected unbudgeted expenses that came up. He said that will happen again because there is no way to prevent it.

The finance director said we will definitely need \$119,000 during the next fiscal year.

Mr. Carmean said the message will be the same and that will be to raise taxes. Mr. Pikus said someone has to pay the bill if we will continue to provide services. We want to maintain a good police department and want them to be able to continue providing the services they do.

Mr. Pikus said it is the most unpopular thing to do but we are looking at the inevitable. We must have a good police department and a good electric department.

Due to an error in scheduling the executive session, no executive session was held this evening.

Mr. Pikus moved to adjourn the meeting, seconded by Mr. Grier. Motion carried.

Meeting adjourned at 8:30 p.m.

Respectfully submitted,

Terri K. Hudson, MMC
City Clerk/Recorder

*Actual \$6,187,954

MILFORD CITY COUNCIL
MINUTES OF MEETING
June 12, 2013

The Finance Committee of Milford City Council met in the Joseph Ronnie Rogers Council Chambers at Milford City Hall, 201 South Walnut Street, Milford, Delaware, on Wednesday, June 12, 2013 to discuss the proposed Fiscal Year 2013-2014 Budget.

PRESIDING: Chairman S. Allen Pikus

IN ATTENDANCE: Committee Member Garrett Grier III

MAYOR & COUNCIL: Mayor Joseph Ronnie Rogers

Council Members Bryan Shupe, Dirk Gleysteen, Owen Brooks, Jr., Douglas Morrow, Sr., and James Starling, Sr.

STAFF: City Manager Richard Carmean, Police Chief Keith Hudson and City Clerk/Recorder Terri Hudson

Finance Director Jeff Portmann

FY 2013-2014 City of Milford Budget

The Finance Committee Meeting was called to order by Chairman Pikus at 5:32 p.m.

Chairman Pikus opened by stating he hopes tonight is a good meeting and council's job is not an easy one especially when someone has a lot of questions. He emphasized the goal is for everyone to work together for the benefit of the city.

He then deferred to Finance Director Jeff Portmann. The finance director referenced four reserve funds--water, sewer and electric impact fees and the accumulated funds for future projects. He noted there are no expenditures anticipated at this point.

Mr. Portmann then reviewed the Municipal Street Aid account. He reported there is currently \$988,656 in municipal street though we have two projects scheduled. Airport Road repairs in the amount of \$150,000 are currently scheduled. Mr. Carmean said extensive work is needed with total cost estimates between \$2 and \$3 million which includes bike lanes and sidewalks. He will be presenting this at a future workshop.

Mr. Pikus said that both Public Works Director Brad Dennehy or City Planner Gary Norris had been made aware of a Dover/Kent County MPO meeting where Airport Road improvements were being discussed. Mr. Carmean confirmed the meeting was held and MPO will assist the city with financing; if nothing else, they will assist with the engineering fees.

Mr. Carmean recalled that he requested the city take over the maintenance of Airport Road from Canterbury Road to Route 113 and Tenth Street from North Walnut Street to Route 1. As a result, any needed repairs became the responsibility of the city. Work is scheduled to begin July 8th at which time Cascades will also add an additional turn lane though the city requires that upgrade be paid by the developer.

Mr. Portmann then continued by explaining that North Washington Street is a \$140,000 project of which \$116,000 will be paid by local legislators.

He explained that the \$150,000 2014 street improvement line item is the annual amount added to every budget. The list of potential street/paving repairs will be provided to council for their approval as is done each year.

The Southeast Front Street storm drain project is projected at \$115,380 which Mr. Portmann said should be presented to city council for approval; Mr. Carmean confirmed it will be presented to council in July. Mr. Portmann said there will be some funds used for that project out of the water and sewer reserves in addition to street expenditures.

The Washington Street bridge repair project of \$125,000 is the city's 20% commitment to DelDOT. However, the city has not received a bill even though the work was completed.

The finance director then provided an overview of the General Improvement Fund which involves legislative funds paid for parks and recreation and street projects. Currently, there is a balance of \$12,578 left from the Carpenter Pit Road improvements which has been an ongoing project for the past four years. The Goat Island Greenway project has a balance of \$31,513. The state CTF (Community Transportation Funds provided by local legislators) project has balances of \$87,530 for Columbia Street, \$116,000 for the North Washington Street project, \$6,825 for the Walls Service Station entrance repairs on Northeast Front Street, \$20,938 for the Napa Entrance on Milford-Harrington Highway and \$10,000 for Cemetery Road.

Mr. Portmann advised that years ago when the capital reserve accounts were established, \$1 million be put in water, sewer and the general fund reserves. That amount was to be kept as a minimum emergency fund.

General Fund Capital Reserve contains \$1,182,868; minus the \$1,000,000 leaves a balance of \$182,868. He explained that over the last two to three years, there has been \$100,000 to \$200,000 per year transferred throughout the year to pay for unknown and unexpected projects only.

The Wawa fund (originally \$1.2 million) was designated for economic development with \$81,000 being spent this current year for the economic development director. The city manager has recommended to council that funding be earmarked for the Growmark land purchase, downtown highway signs and the five-year DMI commitment which council approved. This leaves a balance of \$9,000.

Mr. Pikus referenced the signs approved by city council for downtown in the amount of \$35,000. He emphasized that those signs cannot be installed until all permits and right-of ways have been addressed. Mr. Pikus asked if the city has paid for them because the approvals have not been obtained. Mr. Carmean stated no; Mr. Pikus said he was informed the signs have been ordered and the city should expect the bill. Mr. Carmean said if they have been ordered the costs will be on them because the city has signed nothing.

Mr. Pikus referenced the letter that DelDOT sent directing the city to do nothing until all approvals are in place. Mr. Gleysteen said the signs must come in under \$30,000 and if not, they have to be bid. The finance director said council approval maxed out at \$35,000 but if the project went over \$30,000, competitive bidding was required. However, he did allocate allocated \$35,000 in the budget based on councils' approval.

Mr. Pikus reemphasized that the city will not pay for the signs until everything is in place and ready to be installed. If they are already ordered and made, and the city pays for them, the signs will have to sit most likely at public works. He stated the city needs to hold off paying those bills at this time. Mr. Carmean said that will not happen after Mr. Pikus has warned him several times.

Mr. Carmean said he asked that question directly after Mr. Pikus told him the signs had been ordered and Scott Angelucci stated they had not been ordered.

Mr. Portmann reported that the Water Fund Capital Reserves has a cash balance of \$5,368,155. Of that \$287,000 will be approved in this budget for capital purchases and \$188,000 (water portion) for the Southeast Front Street project that Davis, Bowen and Friedel (DBF) is handling and will be presented for approval later this month. The balance of the USDA Southeast Water Project is \$500,000. Mr. Portmann explained the \$5 million water project approved through a referendum by voters in 2008 is over by \$500,000.

A valve replacement project is needed and \$1.3 million has been allocated for that project. He referenced the five-year analysis for water and sewer provided by DBF. There was \$200,000 placed in the current year's budget along with \$50,000 for equipment. This will cover the full costs of the project which will be completed in five to six years.

A five-year capital improvement project summary of \$2.3 million was prepared by DBF. However, Public Works Director Dennehy says it can be done by \$1.5 million according to Mr. Carmean.

The Baltimore Air Coil water line is projected to cost \$500,000 though Mr. Carmean believes we can obtain grant money through DEDO or the Kent County Economic Development Office. Without any grant money, the city will finance the fund with BAC paying back the loan, with interest, over a period of time. The city manager said that as new development occurs in the city, those new developers will be charged impact fees and BAC will be reimbursed shared costs from the new developer(s).

Mr. Portmann said that all of these projects will have to come before council for later approval.

Mr. Carmean reported that this list was made because a few residents were under the opinion the city had a lot of money in our reserve accounts.

Mr. Portmann noted that the Washington Street tank improvements are \$100,000. Mr. Carmean said that falls under the normal tank maintenance.

Public Works Director Brad Dennehy added that this tank has been in operation for a long time but was never shut down for maintenance. The tank needs to be drained so that work can be done through the tank maintenance program approved by council several years ago.

Mr. Carmean added that this work is outside the scope of work that Corrosion Control was contracted to do to maintain our towers.

Mr. Portmann asked Mr. Dennehy to comment on the \$900,000 estimated cost for the SCADA system; Mr. Dennehy said we currently have a SCADA system on the wells and electric substation. DBF acquired a \$17,000 grant to evaluate the city system which resulted in the need for a number of upgrades and new equipment.

Mr. Portmann also asked Mr. Dennehy to comment on the 2015 Seabury Plant and \$175,000 for future well investigations.

Mr. Dennehy reported that we have had problems at the Seabury Plant though he is unsure how many wells are there. Though they are running now, one well is continually being rebuilt and requires more treatment than the others. The goal is to find more water on the site.

Mr. Carmean said that Mr. Dennehy was unaware of it, but Well #9 is presently out of service. It is a shallow well and has been a good producer in the past even though it always required a lot of treatment. Between the filtering system and other costs, there is no need to refurbish again so it is shut down completely. We will most likely abandon it and consider a deep aquifer well.

Also, closing Well #9 will allow Redner's Market to install gasoline pumps. Currently they are in a restricted well head area. We are currently negotiating a contract where Redner's would contribute \$150,000 to \$200,000 to assist with the well costs which are expected to be in excess of \$400,000.

Mr. Portmann said it appears this five-year plan is already outdated; Mr. Carmean said this has just happened in the past couple weeks and we do not yet have the money.

The finance director explained that the required \$1,000,000 balance leaves a balance of \$593,000 though it appears the Seabury Avenue project may now use \$200,000 of that balance.

He then discussed the sewer fund capital reserves whose cash balance is \$3,540,196. Council has approved the Key Properties Easement for \$25,500. The money approved by voters in a referendum was spent and the balance of the Washington Street Pumping Station project is \$162,400. Capital projects in this year's budget total \$348,595; the sewer portion of Southeast Front Street is \$180,000; SCADA upgrades (sewer only) is \$135,000 for FY14 and \$350,000 for FY15.

Mr. Portmann noted the three pump stations identified on the DBF Capital List include Fisher Avenue (\$300,000), North Shores (\$297,550) and North Street (\$350,000). One project will be completed each fiscal year with all three completed by FY 2016.

The balance available is \$1,391,151 with \$1,000,000 minimum leaves \$391,151.

The finance director reported there have been some additional discussion about the Shawnee Acres pump station. That is not on the DBF list. However, the Southeast Sewer Expansion Project is on the DBF list for \$1,150,000.

The electric reserve account contains \$11,106,224. The actual amount of money to be set aside for the project was \$2.75 million and \$892,310 was approved by city council in FY 11/12. In addition, there is a line item called 'balance of new substation' which is \$1,857,690.

Other items include the \$25,000 down payment for the PNC Bank purchase; the balance of the \$208,000 Public Works Radio and Tower Replacement project contract presented in October of last year is \$166,970. However, Mr. Portmann has received two bills in the amount of \$130,000 which need to be paid.

The budgeted FY 14 capital presented last night was \$861,000. The PNC bank purchase and renovations are estimated at \$900,000.

There is an estimated cost of \$4,000,000 for the smart metering program. There is a \$3,000,000 minimum reserve in electric which leave a balance of \$3,402,359 for that program.

Mr. Carmean said he has spoken with council members individually about smart metering and its benefits. Newark recently implemented the smart metering program for about \$15,000,000. It has a fifteen-year payback. He said this is the way to go in the future with the electric business. Therefore, he asked an amount be earmarked for smart metering which will allow him to get a great deal more information which he will present to council.

The city manager advised this allows the computer network to be citywide. He said that Chief Hudson has costs associated with the computer systems in the police vehicles. They can be tied into this system which would eliminate that cost in the police budget. The city would also save money with connects, disconnects and reconnects. A customer could actually go to their computer to see the consumption recorded periodically.

This would also allow instantaneous location of outages. Right now, he has crews riding around town looking for a blown fuse or a problem transformer. This system will immediately notify them where the problem exists.

He agreed that council asked that a \$5 million balance be maintained for a rainy day reserve account. He recalled the ice storm in 1994 at which time the city lost approximately \$5 million of infrastructure. It was fixed and repaired though the majority was reimbursed by FEMA.

Since that time, Mr. Carmean stated that our electrical infrastructure has been improved to the point we should not experience the losses incurred at that time. As a result, he is very comfortable reducing the balance to \$3 million.

Mr. Portmann said that concludes the reserve portion of the budget.

Mr. Pikus reiterated that these monies are not spent with the exception of those already approved by city council. However, they are earmarked for future projects even though each will have to be presented to council for final approval.

Mr. Pikus asked if when the budget is approved, are these potential fundings approved at the same time; Mr. Carmean said yes noting some of our citizens were asking about the money in our reserve account. Therefore, in the approval of this budget, council will need to approve the breakdown of the reserves so they are earmarked. In that manner, council can tell these people we do not really have \$6 million in a reserve account because it was approved for future expenditures.

Mr. Portmann emphasized that council should only approve the project list as a guideline only. None of the expenditures can occur because they cannot approve them as a budget expenditure. He said each has to go back to city council

individually because they are all over \$30,000. He said he is unable to spend the money based on this discussion though this gives council some idea of what projects are out there.

No council members had questions.

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

Mr. Pikus moved to go into Executive Session , seconded by Mr. Grier. Motion carried.

Public Works Director Brad Dennehy asked if he were needed later in the meeting; Mr. Pikus stated no.

Chairman Pikus recessed the Finance Committee Meeting at 6:18 p.m. to go into a closed session as is permitted by Delaware Law.

Return to Open Session

Council returned to open session at 6:48 p.m.

Mr. Pikus then said he opened up the discussion to anything pertaining to this budget. No one responded.

Mr. Pikus then asked the city manager to comment. Mr. Carmean said he appreciates all the work put into these meetings. He noted this is a balanced budget.

Mr. Pikus then asked each individual councilman to respond.

Mr. Grier asked where the extra money was found to fund the new position at Parks and Recreation. Mr. Portmann said that Gary Emory had asked for a \$10,000 increase to pay his seasonal gas cutters. This new position will handle a lot of that work so he reduced that line item by \$10,000 and added it to his salary line item. That tied in the \$26,800 that Chief Hudson contributed to the Parks and Recreation budget.

Mr. Pikus said this budget will be adopted as presented with no tax increase. Mr. Carmean said the budget also includes no increase in trash, no increase in water and no increase in sewer rates.

Mr. Pikus asked Mr. Gleysteen to comment; Mr. Gleysteen said he wants to talk a few moments about the past budgets that he brought up last night. He then distributed new documents.

He said that personally, he wants to state for the record that he has full faith and confidence in Chief Hudson and his ability to run that department just as he does with Mr. Carmean.

Mr. Gleysteen said he has questions when he looks at the budget numbers and runs a budget analysis at work because he is familiar with statistics and all that. When he takes a look at the numbers and sees that one department is growing at three times the rate of another one who has the same needs for growth, it raises questions. He said that Mr. Pikus has the numbers from the real estate transfer tax that show it will be exhausted in 2017 and 2018. He wants council to be aware of the future financial position of the city.

If the police department continues to grow at their current rate, it is not sustainable without tax increases each year. He recommends that be discussed in a workshop.

Mr. Pikus asked that Mr. Gleysteen's request be put into a workshop committee with the police and finance committee working together.

When asked to clarify exactly what would be discussed, Mr. Pikus answered the potential growth of the police department that has been presented by Mr. Gleysteen. Mr. Pikus said it needs to be looked into and we will see what we come up with.

When asked if this deals specifically with personnel, Mr. Pikus said no, this is information that Councilman Gleysteen wanted brought before the finance committee.

Mr. Morrow asked if Mr. Portmann can verify the numbers to make sure they are accurate. Mr. Pikus answered that would be part of the review and included in the workshop.

Mr. Morrow asked if the finance director confirmed the numbers; Mr. Portmann said that Mr. Gleysteen asked him to verify the percentages but he did not go back and look to see if the numbers were accurate and if anything changed during this time.

Mr. Pikus then said that a councilman has brought up a potential problem or a question about how the city is operating financially. Council will look into it. He agrees it needs to be verified to make sure the information is correct. If correct, they need to do whatever is necessary to make it work.

He wants the finance and police committee and all members of council to be present at a future workshop. He then asked Mr. Portmann to authenticate the figures.

Mr. Brooks pointed out that the figures indicate an 83% increase in police but noted that the water department increased 93.5%. It was then asked if this is the entire city or if it is just focused on the police department. Mr. Gleysteen said he is comparing what council can control which is in the general fund only.

Mr. Gleysteen says it is very important to have a five and ten-year look back to see how we are progressing because sometimes trends are not apparent.

Mr. Morrow said he has no problem with the workshop. However, he encourages Mr. Gleysteen to sit down with Chief Hudson to get an idea of what is involved in the operation of the police department. He feels that would help.

Mr. Grier said if we continue to have \$250,000 increases per year, there could be a need for a substantial tax increase over the next five to ten years.

Mr. Brooks said he has no problem raising taxes in order to have a balanced budget though that has been rare over the past ten years.

Mr. Pikus said if any council member has a request, it needs to be put in the proper channels to determine the information is correct. If the information is incorrect, he would hope that council person would stand corrected.

Mayor Rogers thinks it will work out after it is reviewed. He has worked with Chief Hudson and knows he will provide the information as well. He said Mr. Gleysteen has never sat down with Chief Hudson him to discuss these things.

Mr. Brooks recalled that when a new councilman was elected, that councilperson was taken to every department, pump station, etc. in the city. He asked Mr. Gleysteen if he has been to each of those places; Mr. Gleysteen stated he thinks so.

Mr. Carmean said that no else has sat around this table that has served as the police chief and then served as the city manager. He wants Chief Hudson to be comfortable and not to feel as if this is an inquisition. It was brought up about Parks and Recreation, Mr. Carmean agrees we would need to sit down and talk to Mr. Emory. If some of the public works departments seem out of whack, then should also be discussed. He said there are expenses in the police department like equipping a police car before it is put on the road that no one thinks about. When a police officer is hired, they have to have uniforms, guns, handcuffs and shotguns. When Chief Hudson puts a car on the road today, some of the things are the same but guns and uniforms cost a lot more. The technology has changed and those type things can be discussed. He thinks that will put it to bed and hopefully everyone can get along.

The city manager said a lot of people left here last night uncomfortable and that has never been the norm. He felt very bad for Chief Hudson last night. Mr. Carmean believes the chief felt as though some of the council was out to get him or were trying to affect his department negatively. He has all the confidence in the world in the chief.

Mr. Carmean said that council needs to get along in order to move along the millions of dollars of projects that are on his plate. He talked to the chief about how he is in charge of public safety of this community and council was discussing water last night. Then Mr. Carmean realized he has a big responsibility too as city manager because he is putting water in our residents' mouths and if it is not safe, he could end up in trouble.

He agrees they have a lot of responsibilities, but the bottom line is that Chief Hudson and himself need the council and mayor to work together.

Mr. Carmean said it will take some time to get the answer to Mr. Gleysteen's questions about the police department.

The city manager said he recalled when a couple councilman were after him when he was Chief of Police and he said that Mr. Brooks openly disagreed with them on several occasions. He would give his opinion about how he felt. He said Mr. Brooks stuck up for him on numerous occasions and he appreciated that.

Mr. Pikus said he called Chief Hudson and asked him some questions. Chief Hudson said he had no problem if it were to come back up. However, he had no idea it would be discussed again tonight until he spoke to Mr. Gleysteen earlier who said he was going to request more information. He said that Chief Hudson informed him he has no problem investigating this. Mr. Pikus only hopes that everyone can continue to work together.

Mayor Rogers said he has all the confidence in Chief Hudson. He has worked himself up through the department and is doing a good job. He believes that in the end, this will help Chief Hudson and not hurt him.

Mr. Starling said he thought about last night and some of the actions that took place. It really hurt him. When he went home, he was sitting in the chair when his wife came in. They talked it over and after they prayed, she said Mr. Starling cannot act like that. He cannot be evil to anyone though he sometimes has something to say if he thinks something is wrong.

Mr. Pikus said that safety is super important. Economic development is important but our public safety is super important. The town is growing and we are getting bigger and bigger. We are considering annexing more land and the police department has more and more areas to cover. Public works has more utilities. He agrees this problem needs to be put to rest and asked that everyone work toward one common goal which is a better Milford.

ADJOURN

Mr. Grier moved to adjourn the meeting, seconded by Mr. Morrow. Motion carried.

The Finance Committee meeting was adjourned by Chairman Pikus at 7:00 p.m.

Respectfully submitted,

Terri K. Hudson, MMC
City Clerk/Recorder

MILFORD CITY COUNCIL
MINUTES OF MEETING
June 25, 2013

A Meeting of the Task Force for Homelessness of Milford City Council was held in the Joseph Ronnie Rogers Council Chambers of Milford City Hall, 201 South Walnut Street, Milford, Delaware on Tuesday, June 25, 2013.

PRESIDING: Chairman Dan Bond (Circle of Light)

IN ATTENDANCE: Committee Members Suzanne Moore, Linda Boone

Council Members Katrina Wilson, Steve Johnson, Dirk Gleysteen and
S. Allen Pikus

Beth McGinn (Home of the Brave), Mike Carlisle (North Milford Churches), Kevin Bowers (Circle of Light), Fred Carlisle (Nazarene Church/Homeless Program), Russell Huxtable (Milford Housing Development Corporation), Dottie Vuono (Circle of Light), Suzanne Moore (State Service Center), Wanda Carlisle (Nazarene Church), Chelsie Lane (Milford Churches), Lisa Fitzgerald (Citizen) and David Clendaniel (Milford Lions Club)

City Clerk/Recorder Terri Hudson

Chairman Bond called the meeting to order at 7:03 p.m. He referenced a report the working group will be presenting to the task force which includes some members of city council. If the task force agrees we are prepared, the next step will be to present the report to city council for action.

Mr. Bond then highlighted the main issues.

He feels that having various organizations meet who have dealt with homelessness in the City of Milford has proven to be very positive. By meeting, a lot of information was shared which resulted in some concrete results. The group feels that continuing to operate as a group will be useful. They chose to name the group "The Milford Area Coalition on Homelessness" or "MACH".

Mr. Bond said they realize that as a coalition, if they undertake activities, they will need a legal entity to work through. A not-for-profit is needed because most money available for the homeless is for not-for-profit organizations. As a result, they have asked the Circle of Light to serve as the not-for-profit umbrella organization and that MACH would operate as a committee under the Circle of Light.

He further reported that a couple of weeks ago, the Circle of Light's Board discussed this and thought it to be appropriate. However, for each specific request, the Circle of Light would represent the coalition. There is a need for a clear explanation of the coalition's role to support the group's activities and even formal legal agreements between coalition members in order to go forward.

The Circle of Light has a general mandate to help the homeless in Milford and was thought to be a good umbrella organization. In addition, it was agreed that if we worked with the City of Milford, we would likely improve our chances of getting state, federal and foundation support. Almost anytime you look at an application from various organizations that provide funding, they look very positively with a group of people in a community with the local, political representation actively involved. So we will ask the City of Milford to take on some specific responsibilities to fulfil that cooperative role.

Mr. Bond continued by saying that a lot was learned about the current thinking, particularly at the federal level, on homelessness and support for homeless. We realized very early that one of the major problems of homelessness is the lack of the financial resources to provide housing. We realized that if we are going to do anything significant, we should find additional resources. At this time, the State of Delaware provides very little resources for the homeless. There is not even an official state organization that explicitly deals with homelessness in the State of Delaware. Homeless Planning

Council is a not-for-profit that fulfills a coordinating role and works closely with the state. He said there has been a great deal of assistance from that council in learning about the federal programs and what we can do to get additional funding and working with the City of Milford.

Mr. Bond reported that we first learned the federal government's approach to homelessness is called housing first. First, there is a need to prevent homelessness in the first place and keep people from losing their homes or apartments. Secondly, if they become homeless you skip the step of temporary shelter and get them into regular residences in the housing stock of the community as quickly as possible.

He said they address the problem in a different manner than many groups in Milford. In most cases, it has involved emergency circumstances and we have attempted to find shelter for them, provide services and prepare them for housing. The federal government has looked at experiences in the past and feel it is not cost effective. Instead you get them into your housing stock and then work with their problems which may be lack of a job, alcoholism, drug addiction or mental health. This usually means some degree of financial assistance and services to help them deal with their social or employment problems.

Mr. Bond feels there are still questions about what that means for the coalition with the current focus on providing services and temporary shelter to embrace that attitude. That is where federal funding is going and something pointed out by the homeless planning council. If we are going to get money, we need to understand that approach and go in that direction.

Finally, two potential possibilities came to the attention of the coalition. The first is the Potter Trust which started in Milford in the 19th Century. Their grant program is currently looking to provide \$300,000 per year for the next three years to a few select programs in three areas and one is homelessness. They are looking for coalitions of groups that work with local or state government agencies.

Mr. Bond said it is intriguing to think there is a significant amount of potential grant funding that may be available to help if they were to find a project.

Milford Housing Development Corporation also currently has six units of transitional housing. They have decided to focus on their housing construction for low income people and have not provided good social services to the transitional housing population. As a result, they would like to turn the properties over to another organization that has more of a support-service role. He feels there are some attractive cost features. The details are given in the paper Mr. Bond distributed this evening.

He continued by stating there is a lot of work needed to accomplish this.

In order to get the funding this year from these programs, the deadlines are very short. The deadline for the Potter Trust is mid-August. To take on the Milford Housing Development Corporation's proposal and all their properties, would require refinancing of one of the units with a low-cost financing source. Being considered is the Federal Home Loan Board of Pittsburgh and the Delaware State Housing Corporation's loan program. Those two programs have short deadlines of August for this year's cycle.

He feels that in order to pursue those, we will need to go to another nonprofit organization with more of an established record, financial capability and willingness to take on. Those types of financial and long term commitments are being examined to determine if that will be necessary.

Mr. Bond emphasized that Circle of Light has agreed, in principal, to be the umbrella organization though they will have to go to another organization if they take on the Milford Housing Development Corporation project.

They could also develop some other specific program and apply to Potter Trust.

Mr. Bond then discussed what the group specifically needs from city council. He said the report itself lists a few things they thought would be useful for city council to offer. They are the types of things that city council can easily do.

- *Recognize that homelessness as an issue for action by the city council (they feel this has been accomplished but will continue to be addressed).
- *Recognize MACH as a community organization that the city will work with on issues related to the prevention of homelessness and the provision of services and support to the homeless.
- *Designate one council member or city employee to be the contact point.
- *Add to the City of Milford website a web page for emergency housing and assistance for the homeless (for an example see the City of Wilmington website at <http://www.ci.wilmington.de.us/residents/emergencyhousing>).
- *Address homelessness in the city's comprehensive planning process.
- *Assist MACH to obtain state and federal funding for housing, rent subsidies and services for the homeless.
- *Assist MACH to establish a community resource center and emergency shelter and to maintain and increase the local transitional, permanent supportive housing and permanent housing for low income people and families.

Mr. Bond reported the current budget is very restricted, but one of the major costs in the transitional housing is the cost of utilities. Though the city does not give free utilities, they will argue they are a coalition of multiple organizations and an exception can be made. He added that in addition, the city has turned to Milford Housing Development Corporation to help with transitional housing after demolishing a home to find emergency shelter for its occupants.

Mr. Bond concluded by stating this the coalition has been active and during the past three months has met faithfully every two weeks.

He emphasized that none of the plans are finalized because they want councils' input and views on what is possible.

Mr. Bond then asked the council members present if they feel this should be presented to the entire council or if they want to continue working with the task force to work out additional details prior to going to council.

Mr. Pikus suggests the working group continue meeting every two weeks. He is unsure who the mayor will appoint as the council contact though he thought Councilwoman Wilson was the liaison at one time. Minutes would need to be taken. He said periodically, the working group would come back to the council.

He explained that any requests for funding must be reviewed in May and June. The budget and previous budgets have been extremely tight. Several requests were cut and the one granted was a reduced donation. One area cut back involved a commission of the city. He emphasized that money is very tight. When the building boom was occurring, things were plush. There was available money and money was given out by the city. We can no longer use the real estate tax fund because in six years it will be depleted, according to our finance director.

Mr. Pikus feels that council meeting with group monthly would not be productive.

He then explained that the Potter Fund was totally funded by a Milfordian many years ago. He was a vegetable producer who had lots of land which was sold. Part of it came from the Kent County Poor Farms which is where Woodshaven is today. Developers then bought and developed the land. The mission of Potter Charity Trust is to aid the underprivileged in Kent County by supporting charitable organizations that provide services to such persons.

Mr. Pikus noted that no person from Milford serves on the board though they indicated at a council meeting some members attended, the city manager would be asked to serve though he does not know why it has taken this long.

The interest has accumulated over the year and the Potter Fund is a big pot of money.

Mr. Pikus asked if Milford Housing Development Authority could be the nonprofit to channel the money thru; Mr. Huxtable said there are some aspects they could handle. There is a level of housing services you need when you provide case management to the homeless which would be difficult right now. They are an excellent housing development corporation so a balance would be needed. Mr. Huxtable said it is a possibility.

Mr. Pikus reported that the city has a lot on its plate with economic development. Financially we need to be very tight with our dollars. The city manager would be the contact in the city for electric and any other requests.

Mr. Pikus said the first step this group needs to take is to determine who would be catalyst or agent. If this group could come under the umbrella of the MHDC, in his opinion that would be a natural fit.

Mr. Pikus talks to a lot of the teachers in the school and our police department who is very, very helpful in these matters. The information he received from the school itself, and in particular, the principals, is that a lot of these kids are not homeless. They just do not want to go home. Instead, they want to spend time away from home because mom and dad are too strict.

Mr. Pikus said the problem is people who have no place to go. In his store, he sees women who come in town looking for a place to stay with one or two kids after dad has beat the daylight out of them. He served on the board of the Hirsch Fund and they would find a motel for people to stay for three or four days until the state came in. Mr. Pikus said the Division of Health and Social Services were very helpful. He suggested keeping that door open with a line of communication.

He advised there is an agency in the State of Delaware set up to help. However, they are not going to come in town looking for a group. An administrator of funds is needed who would be the point to receive the money

Ms. Wilson asked to back up to Mr. Bond's question. She asked if what was presented today, does the task force feel that is enough information for the task force to present to council. The working group will continue to meet and the agencies Mr. Pikus spoke about are already in place (MDHC, Milford School District, State of Delaware). They just want councils' opinions about whether it is enough to make sure they understand the work that has been done. Ms. Wilson said she is aware of the work that has been done and the agencies that have been brought into the plan.

Mr. Gleysteen said that a potential project has been introduced and before it is brought to council, he wants more details.

Ms. Wilson suggests that the council members read the report. She feels that if they will take the time to read it, most of the information is there. Most of the questions and concerns have been addressed. After the report is reviewed, perhaps they can contact Mr. Bond and make a recommendation.

All the questions have already been answered.

Mr. Pikus said he spoke with Mr. Clendaniel after the presentation was made and he asked him who is the main agency that would be the recipient of the funds. He does not think that is in place.

Mr. Bond said they do not have it for every purpose. The Circle of Light has said they are willing to use their nonprofit status for certain types of projects but there will be other projects they are not willing to take on. He agrees that MDHC or Peoples Place may be a possibility. They are still examining that particularly when considering the six transitional housing units and funding that is needed. Those details are still needed including who the organization taking the legal responsibility will be and specifically what would be asked of the city.

Mr. Bond reported that he had a long conversation with the city manager a few weeks ago. They do not ask for a grant of money per say because they did not feel that was realistic at this time.

However, they are asking council to recognize the problem, incorporate it into the city's work such as the comprehensive plan and provide someone they can work with. If they get a project going where they may be able to provide some in-kind

services, such as waiving utility fees or permit/construction costs, that would be a financial commitment but not in the form of providing money. That was based on Mr. Bond's impression of where the city stood in the budgeting process.

He feels the group accepted that and believes there are resources outside the city they can tap. They were never organized to do that though that is their goal now. He feels Milford has never gotten its fair share of the pie; Mr. Pikus agreed.

Mr. Pikus said he wants this group to make sure this is a good, tight organization. A plan is needed and an agency is needed whether it is Dan Bond, a church, MDHC, or someone who is ready to go to work and do something. Then the question can be asked if the city can waive some costs. That is when the city would be willing to help. But right now, there really is not a plan.

Mr. (Mike) Carlisle then asked if that means you are not accepting Circle of Light because that was the proposal. Mr. Pikus asked if that would be the key agency; Mr. (Mike) Carlisle said at this point, he recommends council members review what has been presented and the documents provided. He said that is what is being proposed.

It was confirmed that Circle of Light 501(c)(3). Mr. Pikus said he is not eliminating any agencies but a plan and a main contact needs to be established.

Mr. (Mike) Carlisle recommended that the council members present review the documents and that the task force meet again in a month. They will then be better prepared for the presentation to city council.

Mr. Pikus asked if Mr. Bond is the spokesperson; Mr. Bond advised he is the chair. Mr. Pikus asked that Mr. Bond contact the city manager.

Mr. Bond said if we go forward of working with MHDC and taking over the six transitional housing units and perhaps converting one into a homelessness resource, that would become the focal point for helping people avoid homelessness. He emphasized this is an important political point for council to understand. If they are going to work just as hard from becoming homeless, as they help with the homeless, he feels there will be a lot broader political support because of the high number of residents in Milford who are struggling to keep their homes. If they can provide a community support center with expertise and contacts to help those people, that will be a new and important function in the City of Milford. That would be in conjunction with helping the homeless.

Mr. Bond feels this may be a little premature because they have been struggling to see how they would actually implement them and put them together into a plan. He feels in a month they will need a more concrete proposal because the deadlines are all very tight. It is something of a catalyst to form a coalition by having a concrete project. In a month, he agrees they will be in a better position because they will have the applications in at least draft form at that point.

One thing the city can do immediately is adding a web page which can be done by their webmaster. They can also appoint a point person to work with them on a daily basis. Council should recognize this is a social issue that they need to address on a regular basis. These things in his opinion are difficult to refuse.

Mr. Bond feels if they go to the Potter Trust to ask for support, and they ask what commitment the city has given, they would have to come before council and ask the city to commit certain items in very concrete terms. He does not believe that will be in the grant of money but instead something in-kind.

Mr. (Mike) Carlisle added that he understands the concern about whether Circle of Light is the right organization to fill the specific needs, but that is what great about the coalition. It is already made up of the people and organizations that fill those specific needs.

Mr. Pikus said it sounds as though they are on the right track. He reiterated that until Mayor Rogers appoints someone, the contact is the city manager.

Mr. (Mike) Carlisle asked if council is aware they sponsor a soup kitchen downtown on Monday nights from 7-8 p.m. out of the back of the Presbyterian Church. This past week was the eighth week and it has grown tremendously; last week they fed 45 adults and 12 children.

Mr. Pikus said that needs to be announced.

Mr. (Mike) Carlisle said that Dick Roberts and himself have teamed up and between the church organizations, Christians Together, there is a feeding on three Saturdays a month at Calvary Church. On Thursdays, the Multi-Cultural Church also feeds the needy.

Mr. Pikus asked if they would print something and believes that all the storekeepers would post it in their windows. Mr. (Mike) Carlisle said it was posted in the Milford Chronicle and flyers were distributed. He said the probation offices posted the flyer and the information was distributed. He said they believe that in another eight weeks, there could be 100 to 150 people at the Presbyterian Church which presents another potential issue with many people wondering why these people are hanging out. There have been discussions about how much this should be advertised.

Mr. Pikus said he has seen a lot of these people flocking to the parks where they can sit and not be bothered. Mr. (Mike) Carlisle reported they have a project to get away from the parks and instead put these people to work cleaning park benches as volunteers. He reported that eight of the ten have said if they are needed, come and get them and they will work. They are willing to do many things including painting over any graffiti found on walls.

Ms. Wilson said she likes to be proactive. So as this grows, make sure there is good communication with the proper authorities. Let them know in advance if a large crowd is expected. Making them aware of it makes things much easier.

Deacon Vuono then referenced Appendix B in the packet which is a list that was compiled of the agencies in the city who are active in helping the homeless in one fashion or another. She noted that Circle of Light has been to council a number of times to discuss the homeless situation and to bring public awareness and the fact that it actually exists here in Milford.

She noted that the web page on the city website has been discussed. She suggested the listing of the meals being provided could be added in addition to other events. The Circle of Light will be doing some fundraising in the form of a 5k run. She believes these events could also be published on the website.

Deacon Vuono feels that may be a priority and should be addressed immediately. To know this will be part of the comprehensive study that does not commit the city but helps the public to be aware. She said they just received a check from the nine-hole women's golf group because they were aware that the Circle of Light helps women and children.

Deacon Vuono emphasized that by putting this information on the website would let the town know what is being done o help the people who liver here.

Mr. Pikus asked how you get this information to people that come into town with no place to go. Obviously, they do not have access to a computer. Pastor (Butch) Carlisle said one thing he found out is to get involved ourselves. Everyone here sees those people and some will talk to them. Pastor Butch sees them because he gets out and walks. This information can be passed on simply by talking to them. If a lot of the people would commit to that, the word would spread quickly.

Ms. Wilson feels the more this grows, the more the group comes together. Once an agency becomes active within the community, the streets talk and individuals will know. There are individuals in all communities that know the state system better than anyone in the room. That is because generation after generation has been abusing the system. When people are homeless, they congregate together and often end up in the same places. The streets talk because these people link up. She suggests Mr. Pikus keep an active list and to tell anyone that needs help, that he has the contacts and they can start by calling a specific agency or group.

Deacon Vuono said that is one of the ideas behind the proposed project. If a resource center was open at least five days a week, when you saw someone standing on the street corner, you could direct them to a specific address for help. As a parish administrator, it was frustrating she did not have a specific place to send someone.

Lisa Fitzgerald stated that she works for a federal agency and unfortunately they do not have large grants. Their grants are usually \$50,000 or less. From her experience in writing and reviewing grants, it sounds like the Circle of Light would be the best applicant. The only caveat is the requirement for five years of successful operation and five years of financials. She noted that often a very new nonprofit will come to them with a great mission and ideas. However, if they do not have audits/balance sheets/profit and loss statements, they cannot provide the grant.

Because she works for the federal government which is taxpayers' money, they are prohibited from giving money to organizations that are so new they cannot demonstrate a financial history.

Though she does not know the requirements for these other funds, she suggested that when deciding who should be the nonprofit, that should be considered. Deacon Vuono confirmed the Circle of Light has five years of financial history.

Ms. Fitzgerald believes that would be the best applicant in this situation particularly because they are directly work with the homeless versus People's Place which works in various aspects.

Mr. Pikus directed Mr. Bond to get in touch with the city manager.

Mr. Bond reminded those present that in sticking with the schedule, the Circle of Light and Milford Coalition will again meet at the Social Service Annex Building at 7:00 p.m. on July 2nd.

With no further business, the meeting adjourned by 7:55 p.m.

Respectfully submitted,

Terri K. Hudson, MMC
City Clerk/Recorder

MILFORD CITY COUNCIL
MINUTES OF MEETING
July 8, 2013

The Monthly Meeting of Milford City Council was held in the Joseph Ronnie Rogers Council Chambers of Milford City Hall, 201 South Walnut Street, Milford, Delaware on Monday, July 8, 2013.

PRESIDING: Mayor Joseph Ronnie Rogers

IN ATTENDANCE: Councilpersons Bryan Shupe, Garrett Grier III, S. Allen Pikus, Dirk Gleysteen, Owen Brooks, Jr., Douglas Morrow, Sr., James Starling, Sr. and Katrina Wilson

City Manager Richard Carmean, Police Chief Keith Hudson and City Clerk/
Recorder Terri Hudson

COUNSEL: City Solicitor David Rutt, Esquire

CALL TO ORDER

Mayor Rogers called the Monthly Meeting to order at 7:00 p.m.

INVOCATION AND PLEDGE

The Pledge of Allegiance followed the invocation given by Councilman Starling.

APPROVAL OF MINUTES

Motion made by Mr. Pikus, seconded by Mr. Shupe to approve the minutes of the June 10, 2013 and June 24, 2013 Council Meeting as presented. Motion carried.

RECOGNITION

No guests were present to be recognized.

MONTHLY POLICE REPORT

Presenting the Monthly Police Report on behalf of Chief Hudson, Mr. Morrow moved to accept the police report as submitted, seconded by Mr. Starling. Motion carried.

CITY MANAGER REPORT

Mr. Carmean presented the following report:

Administration

I would like to thank the Mayor and Council for their work and input in completing the 2013-2014 City of Milford Budget. I know that Mr. Pikus, Finance Committee Chairperson, was very pleased with the participation by the Mayor and Council regarding the content of the budget. I realize all involved had difficulty in attempting to do more with less. Everyone had items, changes, or projects that had to be set aside or denied in order to reach a balanced budget with no increases in taxes, fees, or rates.

An administrative assistant's position for the city manager was requested in this year's budget, but funds were not available. In an attempt to somewhat solve this problem I have moved the administrative assistant from planning and zoning, code enforcement, and building inspection into a position that will give assistance to the city clerk and the city manager. She will also continue working with land management records and working with CLT with updates. The duties performed previously by this employee have been distributed among several other staff members. This is, for the lack of a better description, a partial fix.

I have moved the Building Inspector and Code Official back to the public works facility under Mr. Dennehy. However, I am unsure how that will work once the billing staff and cashiers are moved back downtown.

Mr. Rutt has given me the nod to send the agreement of sale to PNC for the bank property. I have done so. Also prior to the mailing of the agreement the Phase I and partial Phase II environmental studies were completed. A Phase I is basically a historical look at the property and the surrounding areas. A Phase II is further invasive in that borings and other material samples can be taken from the property and analyzed for contaminants. The Phase I showed that a service station had been on an adjoining property some years ago, and that station had underground tanks. I therefore had borings done on the perimeter of the properties to test for any contaminants. None were found. Mr. Rutt has done a title search and I have asked him to settle as soon as possible.

During some of the recent heavy rains we experienced another small leak in the lower level. This was quickly traced to the ramp area where the ramp meets the building. There is a large caulked strip between the ramp and the side of the building. I have discussed a better way of diverting water away from the building with several contractors. I believe a much more permanent fix is to place a decorative brick edging against the building for the entire length of the ramp at little expense. The leak did no damage to the basement.

Sewer and Water

Asbestos removal at the Washington Street treatment plant begins Monday, July 8, 2013. The site has been fenced in for security and safety reasons. Also on the same date the bypass pumps should be installed at the Washington Street sewer pump station (DBF Engineer Erik Retzlaff confirmed this work has not been done yet.)

In several meetings with the representatives of Wickersham Subdivision, and Mr. Duplechain of DBF, most of the questions have been resolved as to the placement of our water tower and treatment facility on that property. Through further discussions with Mr. Hall, the adjoining property owner to Wickersham, allowed the city to locate a very satisfactory parcel for the planned construction of a sewer pump station to serve the southern area of our limits. Mr. Hall and his family have been generous in their assistance with our needed projects in south Milford.

Streets

The Northeast Front Street parking lot has been finished, but not striped as of this date. I feel this work by the city and the improvements made by the owner of the adjacent property has brought a much better look to Milford. Dennis Silicato has given the shopping center a nice face look considering its condition in recent years.

The detour on Airport Road is allowing the construction of a turn lane into the Cascades residential project. This detour is inconvenient but necessary to improve traffic safety. The repair is being paid by the developer of Cascades.

I do feel additional signs are needed as a number of vehicles are seen turning around which should not be occurring. I will see that more signs are placed in the area.

The road will be closed until at least the middle of August.

Electric

I have placed a lease in the council packets for approval by mayor and council. This is for a 22,000 square foot warehouse space in which we will be storing the materials for construction of our new 138KV transmission line on Route 113. This is a clear indicator we are getting closer to seeing our new substation become a reality.

Billing

We are within a few weeks of beginning our outsource mailings of bills. If all goes as planned, our customers should experience no change at the end of the process except the improved look to the bills.

Mr. Gleysteen asked if the cost of renting the warehouse space was included in the substation budget; Mr. Carmean

stated yes that will be paid from those same funds. The city manager noted that is only a \$6,000 cost of an \$8 million project. He said there are lots of small parts that need to be opened up, laid out and inventoried.

Mr. Pikus explained the materials were requested to be stored inside.

COMMITTEE & WARD REPORTS

Fourth Ward

Mr. Starling reported that nothing has been done with the markings on Route 113 and North Street Extended. Mr. Carmean said he had contacted DelDOT and believes they will provide some assistance. The city is unable to touch any DelDOT roads without their permission.

Ms. Wilson recalled that Levy Court Commissioner Erik Buckson also offered to help correct the problem at that intersection.

Masten Circle Stripings

Mr. Brooks asked that the striping on Masten Circle between M&T Bank and McDonalds be repainted. The stripes can hardly be seen and vehicles are having difficulty determining which direction to go to make a turn.

Homelessness Task Force

Ms. Wilson reported that the Task Force for the Homeless met. Mr. Gleysteen and Mr. Pikus were also in attendance. She said they pulled together a lot of resources and information. Once they complete their final draft, they will be presenting the packet to council along with a plan of action.

COMMUNICATIONS & CORRESPONDENCE

Included in packet.

UNFINISHED BUSINESS

Infrastructure Investment Strategy/Amberwood Subdivision, Innovation Park II LLC and MBT Holdings LLC

Mr. Carmean recalled the presentation given by City Planner Gary Norris and Economic Development Director Steve Masten regarding the extension of infrastructure to some undeveloped properties in the city. Mr. Brooks and Mr. Morrow was unable to make it that evening though Mr. Brooks later reviewed it.

The city manager then read the following synopsis of that presentation:

The Infrastructure Investment Strategy is appropriate and necessary at this time because:

**'Shovel Ready' lands attract business development like Independent Commons and robust infrastructure allows existing businesses to grow and expand. Baltimore Aircoil, Perdue and Sea Watch are examples of the predictable job creation and business expansion when adequate utilities are available.*

**Infrastructure Investment supports Milford's future revenue requirements through business and job growth. In addition, this initiative ensures that Milford is competitive with surrounding communities offering 'Shovel Ready' sites and lands.*

**Infrastructure Investment is aligned with the objectives of Milford's Comprehensive Plan, Master Plan and Economic Development Strategic Plan. Also, it promotes Milford as a viable business destination for new businesses desiring to locate in Delaware through inquiries to Delaware's Economic Development Office.*

Mr. Pikus then referenced the comments of State Planning Director Connie Holland and other area business people, investors and developers. He said they all agreed that council needed to put forth more effort into attracting businesses to Milford. He said he does not know how much money is available but recalls comments made by Ms. Holland regarding available funding for economic development through Alan Levin's Office (Delaware Economic Development Office-DEDO).

Mr. Carmean agreed that Ms. Holland felt some funds would be available.

Mr. Pikus then pointed out we have a Comprehensive Plan. Those properties are approved as part of the plan. Mr. Carmean said there is also a Master Plan on the southeast area of Milford. He recalled that Mr. Masten and Mr. Norris' recommendation were that the zoning districts be changed though we will need to contact the property owners for their input.

The city manager advised that the property east of Route 1 is zoned institutional as was requested by the property owner. However, no one has talked with the other property owners which include the Fry Farm, Draper Property, etc. Mr. Carmean confirmed the Draper farm is not one of the priority properties and it is currently zoned residential.

Mr. Pikus emphasized they are asking city council to start working on a plan to put a package together.

Mr. Grier asked if any engineering work has been done to get utilities to these specific properties; Mr. Carmean explained that as far as east of Route 1, we have installed a water main beneath Route 1. However, we have not extended it out as of this date. The sewer has not been run beneath Route 1.

Mr. Grier asked about the design; Mr. Carmean said we do not have a design but have a conceptional that Davis, Bowen and Friedel put together. It shows the best direction to take the sewer line though no engineering has been done.

Mr. Grier asked if the sewer line will go beneath Route 1 or up Bucks Road; Mr. Carmean confirmed it will go underneath Route 1.

DBF Engineer Erik Retzlaff advised there were some schematic things done originally based on the number of properties that were annexed into the city. He said that until the developers move forward, it is difficult to finalize the design. He said they can try to come up with a game plan and a number.

Mr. Pikus said if it goes under Bucks Road, it has to go under Route 1. Mr. Carmean agreed stating that we have a manhole connection at the northeastern most side of Meadows at Shawnee. That is where we would make our initial connection to carry over to the pump station at Shawnee Acres. Then it would come up through Marshall Street and down to Fisher Avenue.

The city manager explained there are upstream improvements that will need to be made including the Fisher Pump Station. There will be a number of improvements needed to handle the additional loads from out there.

Mr. Pikus said this would be part of the whole infrastructure picture as we prepare to go out there; Mr. Carmean agreed.

Ms. Wilson said she feels we may need to prioritize some things, but feels the presentation and support we received from the developers and two business leaders that were invited helped council understand the change we may need to consider. They were clear on that though she did not take it that we needed to come up with a plan and start the work. She agrees we need to know that partnership is in place before we become proactive.

Mr. Shupe feels a debate is needed about what city council should be doing. He asked if the city should be investing money to put infrastructure out there or should the developers be doing it or even the State of Delaware. He asked if there should be a partnership and believes we have not gotten to the point yet.

Ms. Wilson said that Connie Holland was alluding to the partnership.

Mr. Pikus said he prefers the city manager start doing something and encourages council to authorize him to get some prices. He can determine what needs to be done and what the cost will be to accomplish that. He said we have been talking about it for a long time but we need to do something about it. His opinion is we need to step up to the plate.

Mr. Brooks feels we need to understand what we are preparing for; Ms. Wilson agreed. Mr. Brooks asked if we are talking about five different developments. Mr. Pikus stated we are talking about three developments. Mr. Brooks said there were five properties presented; Mr. Pikus said they prioritized and decided on three. Mr. Brooks feels it is only fair that what you do for one property, you do for all properties.

Mr. Pikus stated that council has the right to prioritize whatever council wishes. Mr. Brooks believes we need to treat all the developers the same. Ms. Wilson agrees and likes the partnerships but feels we also need to consider the type of plan and what percentage of the partnership they are willing to fulfill. She feels the city becoming a partner is the best route for our taxpayers.

Mr. Shupe says he still feels we need to talk with the State of Delaware. They had enough interest to come in here and tell us that this should be a big priority. He said it would be nice if they could put some skin in the game.

Mr. Pikus asked if we need to authorize the city manager to proceed with the plan; Ms. Wilson asked the city manager his opinion.

Mr. Carmean said that is one of the reasons he wrote City Planner Gary Norris and Economic Director Steve Masten a memo asking them to investigate what other communities are doing. Their presentation made to mayor and council at the last meeting was based on that investigation.

He explained that the city has been operating under the old policy where the developers or people who are building at a certain location pay to get the infrastructure to them. Before he went out and spent money on this and came back to council to inform them he spent a substantial amount of money, he wanted assurance that is the direction council wanted him to take.

Mr. Carmean asked how close can we come to cost numbers without the actual engineering being done. Mr. Retzlaff responded by stating it is difficult to get it exactly right when different properties are being developed. He explained there could be potentially different routes though they could give a worse case scenario. However, it will come down to the timing of who comes first and how they will develop. They could provide an overall big number.

Mr. Brooks asked if some type of plan needs to be in place to provide the analysis noting there is more than one hundred acres of land. Mr. Retzlaff agreed that is part of it. He explained that a lot of the preliminary work was based on assumption as to the maximum density allowable based on the zoning and what the generated wastewater flows would be. It would need to be a worst case scenario but if that does not occur, the numbers could be significantly off.

Mr. Brooks said from his experience, the cost would need to be based on the pipe size and capacity which is impacted by the type of business or plan proposed.

Mr. Retzlaff explained the majority of the work that was done previously was to identify where the pumping stations were needed. They estimated how deep the main sewers would have to be as well as how long the pressurized pipe needed to be. He believes that work was done preliminarily and there are numbers associated with it. That was part of the master plan.

Mr. Carmean said there were numbers attached to that master plan but that was only one development on the east side.

Mr. Retzlaff said they were to be sized to accommodate all the other properties. Mr. Carmean asked if Mr. Retzlaff was referring to the additional properties in the northwest area of Milford; Mr. Retzlaff said no, that was solely related to the properties in the southeast area.

Mr. Retzlaff reiterated that until someone actually comes in with a plan, it is difficult to fine tune exactly what the game plan should be. He said the last thing you want to do is to install a pump station, then have another next door and another next to that. That will create a need for additional staff because more and more maintenance will be needed. He said it is always a lot easier to allow gravity do the work. As a result, it is very difficult to provide a good solid number though they could try to figure out the best way to provide service. He said that was back when things were developing and seven to eight properties were looking for service. Presently there are only one or two in that area.

Mr. Pikus stated that the state has prioritized and in their situation, they prioritized three properties. But we have no idea what it will cost to prepare ourselves and be ready when the properties are developed so they can tie into our system. He has no problem authorizing the city manager to proceed and find out what it will cost and what needs to be done. Right now, he has no direction as to what to do. He could come back to council with a cost picture, what needs to be done, how we do it and where the funding comes from. He stressed that somebody needs to start looking at the funding. He thinks there are funds out there that we need to latch onto them.

Mr. Brooks said that at the Friday meeting he attended, it was said that when someone owns a property and a buyer comes along, the person making a profit on the land should invest in the infrastructure. Mr. Pikus said we have things we need to do to get ready to be prepared. That is what we need to do and the city manager needs to come back with the information.

Mr. Brooks agrees but noted that there must be a game plan in place as Mr. Retzlaff suggested.

Ms. Wilson agrees adding that what came out of the initial meeting on this subject was that a lot of the communities and cities are meeting these developers halfway and building a partnership. The city will be responsible for a certain part of the infrastructure and the developer will also be responsible for a portion. By doing that, if a big corporation comes to us, then we will say ok, you are coming to us and you are going bring jobs, increase our tax base, etc. As a result, we will assist you with the infrastructure. Her understanding was council needs to adopt this new way of handling infrastructure. If not, we can lose out on some positive growth.

Mr. Brooks said that the gentleman that watched it with him, felt the original land owner should put some money back into it. That way, the land owner, developer and possibly the State of Delaware can all share costs.

Mr. Pikus said that Ms. Wilson is correct and the city needs to be in a position to attract businesses economically. Other communities the same size we are and some even smaller are stepping up to the plate and doing exactly that. Milford is not doing anything right now. If we expect to grow, we need to do this. If we want to leave things status quo and not grow we will continue as we are now. But we will not attract larger corporations or businesses such as manufacturing or research. To do that we have to step to the plate right now and we are not doing that. We are attracting businesses and stores to come here and attracting shopping centers here. We have a lot of properties that are ready for houses to be built, yet we have no houses going up because we have no people moving here to fill the houses. Businesses bring people and those people buy property and build houses. Mr. Pikus emphasized that other communities are already doing it though Milford is not. He thinks we need to take some steps and make some changes.

Mr. Grier feels the first step is to try to get the best perspective on the cost that we can. We are not going to be able to come up with an exact number but at least get a ball park figure. He agrees with Ms. Wilson in terms of the partnership and believes the days of trying to attract someone and expecting the developer to pay the entire costs or the city paying the entire costs he does not agree with. He feels the partnership is perfect which he believes needs to be a three-way street with the state involved as well.

However, Mr. Grier does not want to do anything until we get an idea of what the costs will be.

He said he is building a carwash in Seaford where electric and water was available but sewer was not. The City of Seaford partnered with the developer in getting sewer under Route 13. The City of Seaford covered about 2/3 of the \$400,000 project and the developer paid 1/3 of it.

Mr. Grier said that State Planning Director Connie Holland mentioned the Amazon project in Middletown. In that case,

the developer had a large investment in getting utilities to the Amazon site. He agrees there is a lot to be said for a partnership. If the state is going to come down here and make a presentation, then he feels they have an interest in these projects too. He said that they probably should have some money in the engineering in order to get started. He said when we consider all avenues, we can then start to move forward.

Mr. Brooks and Mr. Morrow both agreed with Mr. Grier. Mr. Morrow said that in Mr. Grier's case in Seaford, a definite plan was in place and the city knew exactly what Mr. Grier was going to build and needed as far as infrastructure. The city then partnered with the state and the developer.

Mr. Grier pointed out that they knew the costs. If they wanted to expand on the northbound side of the highway and go north, they knew how they had to get across the highway and the projected costs. Right now, Milford does not have the cost of what any of these projects will be.

He feels we also need to be talking to the state as far as what they are willing to put out there. From the presentation that was given the other night, there were no thoughts or ideas given as to how far they were willing to assist. He feels that if they are willing to take the time to come here and make a presentation, they should also step to the plate and figure out what they are willing to provide.

Mr. Carmean said he agrees with everyone. He said we have been told there might be some funding out there and that sort of thing. We know that the developer wants to develop the three prioritized properties. He thinks it would be in our best interest, as long as council does not tell him to go out and engineer the projects and pay for it. But he will take a look at some of these things. He will call Connie Holland and find out exactly what she was referring to and do a little study. He suggests keeping this at the committee level with economic development, finance and public works.

Mr. Grier suggested contacting Melody Booker of DEDO as well; Mr. Carmean agreed.

Mr. Pikus moved to authorize the city manager to proceed with the strategy and come back and tell us what we need to do. He can start the dialogue between the state, county and city as a partnership. See what needs to be done to get ready to have a plan to offer services to these developers so the properties are ready to move on. He said we have to have a strategy plan in place and we need to start now. Ms. Wilson seconded motion.

Mr. Shupe asked exactly what moving forward means and if that will cost the city money to go and get those estimates and will the engineering be included.

Mr. Pikus said that his motion is for the city manager to come back with estimates. But he has to start and develop a strategy plan and what it will cost and where the funding will come from and whether we can get money from the county or state. He is doubtful from the county though it is possible. He emphasized the strategic plan must be developed and now is the time to authorize the city manager to proceed with the plan, then come back to council.

Mr. Pikus said that no money will be spent yet though obviously it will be spent at some point. But we have authorized the city manager to start with the strategic plan which was his motion.

Mr. Carmean said he was not here at the time, but believes that Davis, Bowen and Friedel, along with the former city manager, put together a plan for one of the prioritized properties. There is some type of plan though it could be changed. However, it is a starting point that will not cost us a lot of money.

The city manager noted that the other couple properties are just a matter of some additional utilities, sized to their needs. He added they are within fairly easy reach of utilities. He said that the utilities that are there cannot provide the capacity they could possibly need. He agrees it may not be that difficult to put together some type of package. We would put the state's feet to the fire and say we are looking at this and what can you do to help without spending a lot of money at this point.

Mr. Pikus noted that once we begin working on a strategic plan, the publicity will be out there that the City of Milford

is looking for economic development.

Mr. Morrow said this is similar to ten years ago when the city manager began the effort with the business park. That was a strategy that resulted in an idea. There was no money in the system at that time and everything worked out between the state, city and some developers and businesses. Then it happened. This sounds like the right way to proceed as was done then.

Mr. Carmean recalled when he sent the memorandum to the city planner and economic development director, he felt he would be doing the city a disservice if he did not look at what these other places were doing. He said that if twenty-five years from now, he finds out that Smyrna gets something that Milford wanted, he will be very upset.

Mr. Pikus said we need to be in a position to do something. He asked the mayor to call for the question.

With no further discussion, the motion carried.

Mayor Rogers said he feels this is a good decision noting that financially things have been tight over the past few years. However, we do have some possibilities and need to know which way to move. He feels the time is right adding he supports it 100%.

NEW BUSINESS

Delaware League of Local Governments/Annual Membership Dues

Mr. Grier moved for approval to pay Delaware League of Local Government the annual membership dues in the amount of \$4,000, seconded by Mr. Pikus. Motion carried with no one opposed.

Mill-Pond Properties Agreement/Warehouse Space for Electric Equipment for Substation

Mr. Carmean is recommending the city rent from Joseph Warnell of Mill-Pond Properties a warehouse space to store electric equipment. He explained that though this is only \$6,000, he felt it was appropriate to run this by council so he could explain what is being done before any calls are made about city electric trucks being backed up to Mr. Warnell's property.

Mr. Pikus moved to accept the six-month lease agreement, seconded by Mr. Grier. Motion carried with no one opposed.

Redners Utility Agreement

P.E. Erik Retzlaff of Davis, Bowen and Friedel, Incorporated reported that well #9, located at the Seabury Avenue treatment facility, is the only city-owned well in the upper unconfined aquifer which means it is in a groundwater aquifer. The wellhead protection area is based on a model of how the water will flow to it. At this time, well #9 is out of service. This is the only well in the city that presently requires iron treatment. He said that also generates backwash to basically clean all of the filtrates cleaned out. That is actually pumped to the sewer as it is set up right now.

Mr. Retzlaff explained that the well went down about two years ago. There are presently eleven production wells on line and this was not a major component of the production capacity. Because there are additional costs related to operating well #9 versus the others, the recommendation was not to put the well back on line.

Redners has now asked to install gas pumps. The only way that will be allowed is if the city were to abandon this well.

The agreement presented to city council states that if the conditional use for the proposed gas station is approved by city council at a later date, the approval is contingent upon the abandonment of the existing well #9 and the investigation and possible installation of a deeper replacement well at the Seabury Avenue Facility. The terms of the cost sharing associated (Redners will pay half of the costs up to \$200,000) with the well abandonment, investigation

and possible installation of a new deeper replacement well are outlined.

Mr. Gleysteen asked if this needs to be replaced because the well has been out of service; Mr. Retzlaff said the biggest issue related to providing additional production capacity to the treatment facility. Right now, here is a treatment facility at Seabury that is not treating a tremendous amount of water. There are other depths/aquifers available to put wells in and this is the least expensive way for the city to recoup some of the production capacity versus building an entirely new facility.

Mr. Retzlaff advised the initial pilot hole will be about 600 feet deep.

When asked what would happen if nothing was done, Mr. Retzlaff explained the original design on the plant was just for well #9 and was upgraded to include wells 10, 11 and 12. Well #9 is the oldest and produces about 250 gallons a minute; Well #10 and 11 only pump about 100 gallons a minute each. Well #12 pumps about 450 gallons.

He said the facility is still viable but something needs to be done to potentially redevelop well #10 or 11 or replace well #9 at a greater depth.

He reported that the deeper confined aquifer provides a greater level of protection from whatever may be in the soils and runoffs from the farm. Approximately three years ago, there was a hit on well #9 for an oddball pesticide though it was later found to be a false positive. However, a spill can migrate quickly with the unconfined aquifer.

Mr. Retzlaff is unable to predict how many gallons a new well will produce. He reiterated that treatment is currently needed to remove iron and there are trace amounts of magnesium and a pH adjustment is needed so caustic soda must be added which is a harmful chemical to deal with every day. He said the nitrates are also high enough the well cannot run by itself and must be blended with the other wells in order to be used. If not, the nitrate would have to be removed which is a very expensive treatment.

When asked if the Redner property was undeveloped, would the recommendation be to install another shallow well or another deep well, Mr. Retzlaff explained that the city has one well in the unconfined aquifer which is well #9. Other communities only have unconfined wells to use. Milford is fortunate having the unconfined but three clearly defined aquifers that are about 250, 350 and 450. All other wells are in the confined aquifer which is the ideal place.

Mr. Morrow asked the city manager's opinion; Mr. Carmean feels this is a good deal noting that currently we are making out fine without well #9 though it is impossible we could lose another well or two in the future.

Mr. Brooks moved to approve the Redner's Market Utility Agreement, seconded by Mr. Morrow. Motion carried with no one opposed.

MONTHLY FINANCE REPORT

Chairman Pikus reported that through the eleventh month of Fiscal Year 2012-2013 with 92% of the fiscal year having passed, 94.37% of revenues have been received and 88.97% of the operating budget expended.

He reported that the city has money in reserves though most of the funds are earmarked for projects.

Mr. Pikus moved to accept the May 2013 finance report, seconded by Mr. Gleysteen. Motion carried.

Mr. Carmean reported that he and Mr. Portmann have no problem paying our share of approximately \$200,000 for the replacement well.

ADJOURN

With no further business, Mr. Pikus moved to adjourn the Monthly Meeting, seconded by Mr. Gleysteen. Motion carried.

The meeting adjourned at 7:59 p.m.

Respectfully submitted,

Terri K. Hudson, MMC
City Clerk/Recorder

*MILFORD CITY COUNCIL
MINUTES OF MEETING
July 22, 2013*

Milford City Council held Public Hearings on Monday, July 22, 2013 in the Joseph Ronnie Rogers Council Chambers at Milford City Hall, 201 South Walnut Street, Milford, Delaware.

PRESIDING: Mayor Joseph Ronnie Rogers

IN ATTENDANCE: Councilpersons Bryan Shupe, Garrett Grier III, S. Allen Pikus, Dirk Gleysteen
Owen Brooks, Jr., Douglas Morrow, Sr., James Starling, Sr. and Katrina Wilson

City Manager Richard Carmean, Police Chief Keith Hudson and City Clerk/
Recorder Terri Hudson

COUNSEL: Assistant City Solicitor James Sharp, Esquire

Mayor Rogers called the hearing to order at 7:02 p.m.

*Wes Cromer on behalf of Harriet S. Miller
Minor Subdivision
23 McCoy Street/25 McCoy Street/800 Dixie Avenue
Tax Map 3-30-10.12-54.00*

City Planner Norris explained this subdivision involves one parcel with three houses that were built prior to the adoption of the zoning ordinance. The subdivision will allow three separate parcels.

An application was submitted to the Board of Adjustment and a hearing held on June 13th to decide on the following variances:

Minimum interior lot area shall be 10,000 square feet; minimum corner lot area shall be 13,000 square feet. Request is to decrease interior lot size to 6,337 square feet; decrease corner lot size to 11,315 square feet; Minimum lot width shall be 80 feet. Request is to decrease lot width to 60.12 feet; Lots shall have two side yards with a minimum of 12 feet each. Request is to decrease side yards to 4.2 feet.

The Board of Adjustment recommended the planning commission consider the subdivision; the subdivision went to the planning commission who recommended approval. Mr. Norris agreed with the recommendation.

It was noted that a similar minor subdivision was approved for the applicant's sister, though it only involved two homes. All of these homes were previously owned by Benjamin Orkin.

No one from the public commented.

Mr. Morrow moved for approval of the minor subdivision, seconded by Mr. Brooks. Motion carried with Mr. Pikus abstaining for personal reasons.

*Shore Speed LLC on behalf of Legal Owner Milford Associates
Conditional Use to allow an Indoor Recreational Facility
971 East Masten Circle
Tax Map MD-16-183.00-01-04.00*

*Adoption/Ordinance 2013-04
Shore Speed LLC on behalf of Legal Owner Milford Associates for a Conditional Use*

City Planner Norris advised the zoning of the location is I-1 that requires conditional use approval for an indoor recreation facility.

He reported that the City Planning Commission discussed this at length on June 18th. The matter was resolved by a vote of 4-3 to recommend the conditional use with the following conditions:

1. Alcohol is prohibited on site.
2. Audio and visual security camera footage must be kept on file for six weeks.
3. The use must remain compliant with the Code of the City of Milford §230-18 D (4).
4. Fire Marshal occupancy load approval is received prior to building permit issuance.
5. Striped parking for 120 vehicles is provided.
6. Security personnel will patrol the outside of the facility between 4:00 p.m. and close of business.
7. The hours of operation are 10:00 a.m. until 11:00 p.m..

Mr. Clarence Edgens, owner of Shore Speed stated they have complied with all recommendations of the planning commission. They have been in touch with the fire marshal through Kent County and are having everything inspected and addressed.

Mr. Grier asked if Mr. Edgens feels the conditions are fair and reasonable; Mr. Edgens stated yes adding the fire marshal rated their building for a little over than 300 occupancy. He told him if they ever had 300 people, he was willing to do whatever they wanted. He said parking will be close though they have an area out back to park. He said the owners of his building also own the property across the street. If they ever had a big event, he could lease their property.

They had planned on cameras in their original plans. The cameras will allow him to keep in touch with everyone and everything that is occurring.

Mr. Edgens said they are strictly against any alcohol on the property. His intent is to make this a family-oriented business. He does not want it to appeal to only one group of people and encourages family entertainment.

Ms. Wilson asked what audio security means; Mr. Edgens said he is unsure if they really need the audio. The planning commission recommended recording what was being said outside. He is not totally committed to that though he will abide by their requirements. He does feel it may be a little intrusive.

Mr. Norris explained that at the planning commission hearing, a representative of Dentsply Caulk was in attendance. Dentsply Caulk owns the adjoining property. They were extremely concerned about a variety of things because Dentsply Caulk stores hazardous chemicals at their facility. The concern is the possibility of patrons from this business trespassing onto their property.

Mr. Grier said they were concerned about people's conversation; he feels that may be too much.

It was agreed it would take some sophisticated equipment to pick up the audio in an outside setting. Mr. Carmean said he and Chief Hudson discussed the matter and are sure IT Manager Wes Banasan would agree.

Mr. Pikus said he believes the Caulk building is completely secured; Mr. Norris said it is fenced but the representative explained the gates are open for deliveries at various times in the evening. He reiterated her concern was the possibility of patrons walking onto their property especially at night.

Mr. Pikus asked if hazardous material is required to be secured.

Planning Commission Chairman Jamie Burk was present and said he asked the same question. He explained the commission actually had to come to two votes because it was split down the middle. He had to make the deciding vote to move forward because he did not want the matter tabled.

Mr. Burk further explained that Caulk has had problems with past, disgruntled employees which does not have anything to do with the applicant. The Director of Business and New Product Development stated they have gates they can keep closed though that is not always the case especially when expecting deliveries.

The planning commission chairman agreed with the city planner that Caulk did have concerns over the possibility of teenagers congregating or flowing over and into the Caulk parking lot. Some commissioners wanted the police involved to determine if they had any objection.

Mr. Burk thought they had the ability at the time to take it to a vote which is how it ended up a 4-3 vote.

He is also unsure how they could place boom mics shooting out into the parking lot. Mr. Burk said it will be difficult to hear and someone would need to constantly monitor it. That is the concern though he voted in favor of it.

When asked if that was the only concern, Mr. Burk stated he did not think there would be any concerns until a representative from Caulk came in and discussed the volatile chemicals and problems with security. He asked if they had amended their security after having internal problems and they had not.

Mr. Burk said the building is across the street and a person would have to walk around the chainlink fence to the front entrance. He feels for teenagers to run around the building and come in the front is unlikely in his opinion. He added there is already a hotel and Popeye's up front. He was unable to get them to admit there are problems other than internal problems with that property.

Mr. Edgens reported they met with the engineer from Caulk. Once they explained they will keep a close eye on things, he had no problems.

Mr. Grier made a motion to approve the conditional use for Speed Shore LLC on behalf of Milford Associates with the following conditions eliminating the audio security requirement, seconded by Ms. Wilson:

1. Alcohol is prohibited on site.
2. Visual security camera footage must be kept on file for six weeks.
3. The use must remain compliant with the Code of the City of Milford §230-18 D (4).
4. Fire Marshal occupancy load approval is received prior to building permit issuance.
5. Striped parking for 120 vehicles is provided.
6. Security personnel will patrol the outside of the facility between 4:00 p.m. and close of business.
7. The hours of operation are 10:00 a.m. until 11:00 p.m..

Motion carried.

Mr. Grier then moved to adopt Ordinance 2013-04, as amended, seconded by Mr. Pikus:

Ordinance 2013-04

Shore Speed LLC on behalf of Legal Owner Milford Associates for a Conditional Use

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILFORD, DELAWARE APPROVING A CONDITIONAL USE TO ALLOW AN INDOOR RECREATIONAL FACILITY (VIDEO GAMES, ROCK CLIMBING WALL AND INDOOR ELECTRIC GO KART TRACK) IN AN I-1 DISTRICT AT 971 EAST MASTEN CIRCLE, MILFORD, DELAWARE. TAX PARCEL MD-16-183.00-01-04.00

Whereas, the City of Milford Planning Commission reviewed the application at a Public Hearing on June 18, 2013 and has presented item to be considered by the City Council; and

Whereas, Milford City Council held an advertised Public Hearing on July 22, 2013 to allow for public comment and review of the application; and

Whereas, it is deemed in the best interest of the City of Milford to allow a Conditional Use for an Indoor Recreational Facility as herein described.

Now, Therefore, the City of Milford hereby ordains as follows:

Section 1. Upon the adoption of this ordinance, Shore Speed LLC on behalf of Legal Owner Milford Associates is hereby granted a Conditional Use Permit in accordance with the application, approved plans and conditions set forth.

Section 2. Construction or operation shall be commenced within one year of the date of issuance or the conditional use permit becomes void.

Section 3. Dates.

Adopted 07-22-13

Effective 08-01-13

Motion carried.

With no further business, the hearing portion of the meeting was adjourned by Mayor Rogers at 7:17 p.m.

Respectfully submitted,

Terri K. Hudson, MMC
City Clerk/Recorder

MILFORD CITY COUNCIL
MINUTES OF MEETING
July 22, 2013

A Meeting of Milford City Council was held in the Joseph Ronnie Rogers Council Chambers at Milford City Hall on Monday, July 22, 2013.

PRESIDING: Mayor Joseph Ronnie Rogers

IN ATTENDANCE: Councilpersons Bryan Shupe, Garrett Grier III, S. Allen Pikus, Dirk Gleysteen
Owen Brooks, Jr., Douglas Morrow, Sr., James Starling, Sr. and Katrina Wilson

City Manager Richard Carmean, Police Chief Keith Hudson and City Clerk/
Recorder Terri Hudson

COUNSEL: Assistant City Solicitor James Sharp, Esquire

CALL TO ORDER

Mayor Rogers called the Council Meeting to order at 7:17 p.m.

INVOCATION AND PLEDGE

The Pledge of Allegiance followed the invocation given by Councilman Starling.

RECOGNITION

No special guests were in attendance.

COMMUNICATIONS & CORRESPONDENCE

Assistant City Solicitor James Sharp/FOIA Concerns

Assistant Solicitor Sharp referenced an e-mail that was circulated regarding a meeting on July 31st. He reminded council that if there are any possibilities of a potential quorum of city council, committee, board of anything similar, that is considered a public body in which the public meeting requirements apply under the Freedom of Information Act (FOIA).

He explained that in a small town like Milford it is common for people to run into each and talk. However, council needs to be very careful of that going forward. There have been recent decisions from the state attorney general's office regarding incidents in other towns where the attorney general has taken a strong stance and has become much more interested and vested in FOIA issues. He asked this be considered in councils' service because it could invalidate decisions that are made or not done in the proper setting.

Mr. Sharp noted that the FOIA statute excludes the general assembly. County councils and municipal councils, including any committees, ad hoc, etc. has to operate differently than the general assembly. Because of that, everything must needs to be out in the open.

He emphasized that the attorney general's office has recently come down very hard on a few towns.

Mr. Pikus asked what is required under FOIA; Mr. Sharp explained that if a meeting is planned and there ends up being a quorum of any group (committee, subcommittee), that will trigger FOIA. Council needs to be extremely caution. The law states that a meeting applies to a formal or "informal" gathering of the members of any public body where something will be or has been discussed or voting occurred. He stressed that even if there is an informal meeting and there is the potential for a quorum of a public body, which does not necessarily mean a quorum of the entire council, that triggers

notice requirements and record keeping. He also warned council that discussions involving public business must be on record to allow public awareness.

Mr. Pikus asked if an agenda must be made. For example, a councilperson cannot just have a meeting to talk about anything. Ms. Hudson clarified that the topics being discussed must be listed. Mr. Sharp agreed and cited examples such as improvements to the water system, sewer upgrade, etc. The items being discussed need to be itemized. He said we must be very vigilant about that because that is one of the things the attorney general's office is addressing on a regular basis. The specificity of the discussion needs to be on the agenda.

He had talked about this with City Solicitor Rutt and they had considered holding a workshop where this can really be explored to educate council along with any other city boards, the general public and whoever else would like to attend.

Mr. Brooks recalled in the past he and other council members used to hold ward meetings on a regular basis. It then got to the point that an agenda had to be prepared and minutes taken. Mr. Pikus agreed that an agenda is needed listing only the items being discussed.

Ms. Wilson asked about the upcoming meeting.

Mr. Shupe explained that this was his idea. He agrees a lot of people don't come to the meetings on Monday night or have a chance to talk to their city council representative. He wanted to move the meeting to the public and the upcoming topic is the review of the Route 1 and Route 30 Overpass. DelDOT officials will be in attendance. There is nothing for council to decide or vote on but instead is providing public information.

Assistant Solicitor Sharp advised that though no action will be taken, it still falls under FOIA. He reiterated the law defines a meeting as a formal or informal gathering of a public body for discussions.

He confirmed that a meeting with one councilperson does not fall under FOIA.

Mr. Pikus asked if DelDOT is exempt from FOIA; Mr. Sharp explained that DelDOT is not a legislative body.

Ms. Wilson confirmed that Mr. Shupe is the facilitator at the meeting. Mr. Grier pointed that with Mr. Shupe hosting the meeting, there is the potential for a quorum of some committees. He also plans to attend. Ms. Wilson and Mr. Starling were both unaware of the meeting.

Mr. Sharp emphasized there could be an issue with both ward representatives attending, the possibility of a quorum of a committee and the possibility the discussion could eventually end up on the council floor. It is slippery slope and at some point you cross the line where it becomes a public meeting. There are many potentials and he would rather be safe than later sorry. He said that something with a well intention can often lead to FOIA problems.

Ms. Wilson pointed out that council was always advised not to make a comment if they attended a planning commission public hearing because it would then come before council.

Mr. Shupe said it is discouraging that he is unable to reach out to his constituents noting that Mr. Brooks had to stop having ward meetings because of the requirements. Ms. Wilson said they continued to have meetings but had the city clerk always post an agenda. The meetings were always recorded and minutes were taken.

Mr. Brooks asked how FOIA applies to Delaware League meetings, SCAT meetings and other events where a quorum of council members could attend. Mr. Sharp asked if a public matter is being discussed; Mr. Brooks said most times yes.

Mr. Sharp said that could be questioned. In this case, the meeting is being hosted by a council person where discussions will take place that could impact the constituents in this city. He said at what point does something fit or not fit within FOIA; he said it sometimes depends on interpretation. He is on an e-mail server with other municipal attorneys where

they discuss various cases and potential effects on municipalities. There are always a variety of opinions. However, that does not mean the attorney general or a judge will agree. He emphasized there are opinions out there that must be taken seriously because the attorney general's office would be the one prosecuting the matter.

Mr. Sharp said he feels a lot of these questions can be answered at a workshop. In that manner, council would have a clearer understanding of what the law involves.

Mr. Shupe asked what Mr. Sharp recommends to 'keep ourselves safe' until council is able to review the matter. Mr. Sharp stressed to council that they always err on the side of caution whenever a 'gathering' is planned. Treat it as though it is a public meeting with the proper notice, record keeping, etc. He emphasized that FOIA is not only enforced when action or voting takes place, but specifically states it applies to discussions. In regard to a quorum, if both ward representatives or a quorum of any committee shows up, that is considered a public body.

It was confirmed that the July 31, 2013 meeting does fall under FOIA with a notice and record keeping required.

Mr. Shupe said his thought is we always see the people that show up for the meeting, but council also needs to go to the people instead of making them always coming to council.

UNFINISHED BUSINESS

Lease Agreement/Milford Boys and Girls Club/Parks & Recreation

The city manager reported that Parks and Recreation Director Gary Emory called and asked if he had to attend the meeting tonight or if Mr. Carmean could handle. Mr. Carmean agreed to handle the matter.

It was noted that the agreement contains some minor changes in the prices. Mr. Carmean said that though this agreement assists the Boys and Girls Club with their expenses, we also have the ability to have gymnasium type activities for our children. This is the only venue available at this time.

He recommends we sign the new agreement.

Mr. Pikus confirmed that the funding to pay this will come out of the enterprise account which pays for itself; Mr. Carmean stated yes.

Mr. Brooks moved for approval of the Boys and Girls Club lease as presented, seconded by Mr. Starling. Motion carried by unanimous roll call vote with Mr. Shupe abstaining due to his position as President of the Boys and Girls Club.

Abandonment of W. Clarke Avenue Right-of-Way (Everett Roberts)/Adoption of Resolution 2013-15 Abandonment of Evans Street Extended Right-of-Way (Seawatch)/Adoption of Resolution 2013-16

Mr. Carmean reminded council that Everett (Harold) Roberts had requested the city turn over what appears to be his driveway though it is actually an extension of Clarke Avenue. At one point, it appears there were plans to extend West Clarke Avenue into the Lakelawn Estates subdivision.

The city manager told Mr. Roberts that in the past, adjoining property owners had the ability to take a portion of the property. He asked him to speak with Henry Saunders who is the adjoining property owner on the other side. Mr. Saunders provided a letter of no objection.

In addition, the Seawatch abandonment involves Evans Street, which extends from Route 36 East to Rehoboth Boulevard. The portion being vacated jumps over Rehoboth Boulevard and actually extends into the Seawatch' property. Seawatch owns all lands surrounding the property.

Mr. Carmean said that because the city had no ordinance in place to address abandonments, City Solicitor Rutt petitioned the court for both streets.

Assistant Solicitor Sharp explained that the petition has not yet been filed, but will be once these formal resolutions are adopted by city council. He said they will proceed with filing the petition in court to abandon the roadways.

He briefly explained that process, noting after the petitions are filed and the advertising and posting requirements are accomplished, there will be a Show of Cause hearing scheduled where anyone against the vacation will have an opportunity to voice that objection. If that does not occur, he believes the order will be entered and the petitioners can move forward with the process.

Mr. Pikus moved to adopt Resolution 2013-15, seconded by Mr. Gleysteen:

A RESOLUTION TO VACATE OR ABANDON THE WEST CLARKE AVENUE RIGHT OF WAY AND STREET BED ON THE NORTHWEST SIDE OF LAKEVIEW AVENUE, BEING IN THE CITY OF MILFORD, SUSSEX COUNTY, DELAWARE

WHEREAS, the City of Milford owns and maintains the right of way and street bed of West Clarke Avenue as it lies between 501 and 409 Lakeview Avenue; and

WHEREAS, said West Clarke Avenue was intended to connect Lakeview Avenue to future development; and

WHEREAS, when the area of the City of Milford known as Lakelawn Estates was developed there were no through or connector streets to West Clarke Avenue; and

WHEREAS, West Clarke Avenue now is an unimproved street that serves no public purpose and is used exclusively by the owners of 409 Lakeview Avenue, to wit, Harold E. and Mary L. Roberts, for ingress and egress, and by the owner of 314 Lakelawn Drive, to wit, Jean Chodkowski, for a shed; and

WHEREAS, the owner of the remainder of the property adjacent to West Clarke Avenue, to wit, Henry S. Saunders, Jr., has no objection to the vacation or abandonment of said street and has agreed to relinquish any ownership rights he may have to said Roberts and Chodkowski; and

WHEREAS, said Harold E. and Mary L. Roberts, and said Jean Chodkowski desire to have the City of Milford declare West Clarke Avenue vacated or abandoned and to have title thereafter to said area encompassed by the abandoned street vested in them respectively.

NOW, THEREFORE, BE IT RESOLVED that upon approval of the vacation or abandonment of said West Clarke Avenue, and the payment of all fees and costs thereof, the Mayor of the City of Milford shall be authorized to execute any instruments of conveyance necessary to transfer title to the property.

BE IT FURTHER RESOLVED that the City of Milford, by and through its City Council and Mayor, hereby authorize the City Manager and City Solicitor to proceed with the process of vacation or abandonment of the portion of West Clarke Avenue herein described pursuant to 17 Del.C., Chapter 13.

BE IT FURTHER RESOLVED that the cost of this vacation or abandonment of West Clarke Avenue shall be borne by the adjacent property owners who shall acquire title proportionately to the interest in the property received.

Motion carried.

Mr. Pikus moved to adopt Resolution 2013-16, seconded by Mr. Brooks:

Abandonment of Evans Street Extended Right-of-Way (Seawatch)/Adoption of Resolution 2013-16

A RESOLUTION TO VACATE OR ABANDON THE EVANS STREET RIGHT OF WAY AND STREET BED ON THE WEST SIDE OF SOUTH REHOBOTH BOULEVARD, BEING IN THE CITY OF MILFORD, SUSSEX COUNTY, DELAWARE

WHEREAS, the City of Milford is the designated owner of the right of way and street bed of Evans Street as it lies on the west side of South Rehoboth Boulevard; and

WHEREAS, said Evans Street is used exclusively by Sea Watch International Ltd. for ingress and egress to its commercial facility from South Rehoboth Boulevard; and

WHEREAS, Evans Street is not a through street and is surrounded on all sides by property owned in fee by Sea Watch International Ltd. but for its connection with South Rehoboth Boulevard; and

WHEREAS, Sea Watch International Ltd. had exclusive use by its own right or through predecessors in interest to its property for more than twenty (20) years and has had at all times maintained said Evans Street; and

WHEREAS, Evans Street serves no public purpose and is unimproved but for improvements made by Sea Watch International Ltd.; and

WHEREAS, Sea Watch International Ltd. desires to have the City of Milford declare Evans Street vacated or abandoned and to have title thereafter to the area encompassed by Evans Street on the west side of South Rehoboth Boulevard vested in Sea Watch International Ltd.

NOW, THEREFORE, BE IT RESOLVED that upon approval of the vacation or abandonment of said Evans Street, and the payment of all fees and costs thereof, the Mayor of the City of Milford shall be authorized to execute any instruments of conveyance necessary to transfer title to the property.

BE IT FURTHER RESOLVED that the City of Milford, by and through its City Council and Mayor, hereby authorize the City Manager and City Solicitor to proceed with the process of vacation or abandonment of the portion of Evans Street herein described pursuant to 17 Del.C., Chapter 13.

BE IT FURTHER RESOLVED that the cost of this vacation or abandonment of Evans Street shall be borne by Sea Watch International Ltd. which shall acquire title to the property.

Motion carried with Mr. Morrow abstaining due to being employed by Sea Watch International Ltd.

NEW BUSINESS

No new business to discuss.

ADJOURN

Motion to adjourn the meeting was made by Mr. Pikus, seconded by Mr. Grier. Motion carried.

The Council Meeting adjourned at 7:43 p.m.

Respectfully submitted,

Terri K. Hudson, MMC
City Clerk/Recorder

MILFORD CITY COUNCIL
MINUTES OF MEETING
July 22, 2013

The City Council of the City of Milford met in Workshop Session on Monday, July 22, 2013 in the Joseph Ronnie Rogers Council Chambers of Milford City Hall, 201 South Walnut Street, Milford, Delaware.

PRESIDING: Mayor Joseph Ronnie Rogers

IN ATTENDANCE: Councilpersons Bryan Shupe, Garrett Grier III, S. Allen Pikus, Dirk Gleysteen
Owen Brooks, Jr., Douglas Morrow, Sr., James Starling, Sr. and Katrina Wilson

City Manager Richard Carmean, Police Chief Keith Hudson and City Clerk/
Recorder Terri Hudson

COUNSEL: Assistant City Solicitor James Sharp, Esquire

The Workshop Session convened at 7:43 p.m.

The following proposed fee change was presented for a determination by council on whether or not to proceed:

Amendment to Planning & Zoning Fee Schedule (Proposed)

A. Planning, Zoning and Engineering Fees:

1. Site Plan: \$700.
 - a. Amendments to a Site Plan: \$100
2. Subdivision:
 - a. Minor residential: \$300 plus \$50 per unit
 - b. Minor commercial or industrial, less than four acres: \$500 plus \$100 per lot
 - c. Major residential: \$1,000 plus \$10 per unit
 - d. Major commercial or industrial, in excess of four acres: \$1,000 plus \$100 per lot
3. Conditional Use: \$700
 - a. Amendment to a Conditional Use: \$700
4. Variance/Board of Adjustment Hearing:
 - a. Residential: \$300.
 - b. Commercial/industrial: \$1,000.
5. Change of Zone: \$1,000 plus \$100 per acre.
6. Commercial Maintenance Agreement: \$500.
7. Interpretations of Subdivision or Zoning Code: \$300.
8. Application Resubmission or Rescheduling Fee (required with each resubmission as a result of a revised design or a request for change in public hearing date): ~~\$100~~: \$200.
9. Annexation.
 - a. Residential, less than one acre: \$350
 - b. Residential, one acre to five acres: \$2,500
 - c. Residential, in excess of five acres: \$2,500 plus \$100 per acre
 - d. Commercial: \$2,500 plus \$500 per acre
10. Zoning Inspection.
 - a. Proposed use: \$200.
 - b. Violation of use: \$200 for first visit; \$500 for each subsequent visit.

B. Land Use Planning Review Fees:

Owner/Applicant shall be responsible for any and all professional service costs associated with their project, if deemed necessary, plus an additional 10% to cover city administration costs. These costs will be billed as encumbered.

C. Engineering Review Fees:

~~1. Preliminary Major Subdivision: \$500.~~

- 2. Final Major Subdivision: \$1,500.
- 3. Final Minor Subdivision: \$500.
- 4. Final Site Plan, 0 to 5,000 square foot building: \$250.
- 5. Final Site Plan, over 5,000 square foot building, add \$250 for each additional 5,000 square feet.
- 6. Sewage Pump Station: \$1,500.
- 7. Revisions: \$100/sheet per revision.

Owner/Applicant shall be responsible for any and all professional service costs associated with their project, if deemed necessary, plus an additional 10% to cover City administration. These costs will be billed as encumbered.

- D. Project Management and Infrastructure Inspection Fee: ~~Four percent of any infrastructure improvement construction costs to include stormwater management, drainage, sanitary sewer and water systems, roads, curb, gutter and sidewalks, and other related systems shall be paid by the owner/developer.~~ Owner/Developer shall be responsible for any and all direct costs for construction phase services related to construction of any infrastructure improvements including but not limited to stormwater management, drainage, sanitary sewer and water systems, roads, curb, gutter and sidewalks and other systems that are to be dedicated to the City and/or impact the City's infrastructure.
- E. Construction Fees:
Any constructions fees (i.e., grading, curbing, gutter, subbase, traveling surface, sidewalks, etc.) incurred by the City relative to the development of any property shall be paid by the owner/developer.
- F. Subdivision Agreement: \$2,500 per agreement.
- G. Alley or Street Closing Petition: ~~\$300.~~ \$750.
- H. Subdivision and Specifications Manual: \$30.
- (~~Θ~~). ~~Zoning Code Manual: \$30.~~

Mr. Carmean explained that operationally, the city is taking a big hit on the fees on subdivisions and development. There has been very little occurring in recent years, so it was not necessary to look at. But in the last year things are picking up. He feels that developers should have to pay for inspections and other associated fees, whether it is engineering, planning or any other related service.

We just had a recent experience where the fee was \$300 and the overall costs were more than \$1,500.

The recommended changes are in red. The fees cover anything from annexation to zoning inspections, major and minor subdivisions and the costs of the reviews.

Mr. Retzlaff then explained that because the fees were adopted in 2008, he recommended they be reviewed. His main concern is the reduction in city staff, and in particular, there is no longer an in-house utility inspector or city engineer. The resolution is being changed to protect the city's interest by recouping fees that the city is currently paying.

He explained that if something needs to be inspected, this makes the builder/developer responsible for those inspection fees. When plans are submitted that need to be reviewed, the builder/developer pays for those review fees. If multiple plans are submitted, Mr. Retzlaff feels that should no longer be at the city's expense. Overall, this is covering any direct costs being incurred by the city.

Mr. Carmean referenced the 10% surcharge that was added. At first he questioned it and felt they should just be charged what it costs the city. Then Mr. Retzlaff pointed out that other communities have similar requirements. Mr. Carmean then agreed that both the public works director and himself spend a lot of times on applications. For example, Mr. Carmean is very involved in annexations. As a result, he feels the 10% fee is appropriate.

Mr. Gleysteen asked that because the fee structure itself is not changing, when does it become an overrun and the developer would begin to pay those costs. Mr. Carmean explained the developer will be told they will be billed and invoiced at the cost of the listed items. For example, if the cost is \$350 and the bills are over that amount, we will bill the difference. The inspector will be on the clock and the developer will cover those costs. In some cases it could be less though that rarely happens.

Mr. Gleysteen then referenced the site plan cost of \$700 and asked what would make the cost overrun to the point we would bill the developer for the difference. Mr. Carmean said the developer will know there is a cost of \$50 per unit for a subdivision; however, there can be unexpected land use review fees involving professional services, and in particular engineering. The developer would then be billed for those costs.

Mr. Pikus asked if that is over and above the initial fee; Mr. Carmean said yes. Mr. Pikus agrees the city needs to recover its costs. We cannot continue providing services that are more than the amount we are taking in.

Mr. Carmean referenced the annexation fee stating those type fees are not the problem. It occurs when we have large site plans and engineering is required. Their engineers bring the plans to us and because we do not have a city engineer, we get DBF to review the developer's engineering to ensure it meets our requirements.

He explained we do not know at the time of the application what that fee will be and how much time will have to be put into the application.

Mr. Retzlaff reported that the primary concern is that the majority of engineering plans received do not meet Milford's design standards. When the comments are issued stating the plan does not meet the code, they resubmit the plan and may only address half of the comments. They only pay for one submission and many times, there are multiple engineering reviews that the city pays for. The developer is saving on their engineering costs by using a lesser quality engineer while there is still a need for a review by the city engineer.

Mr. Carmean agreed the real problem is the engineering review fees. He reiterated that annexation fees are no problem nor are minor subdivision fees. Those fees will stay the same. The issue involves the costs outlined in items C, D and E which are typically hourly fees. For example, the subdivision fee of \$2,500 will remain the same because that is not something that requires anything other than an administrative look and check. The whole subdivision issue is where we are having this problem. For example, the review fee for \$500 for a preliminary major subdivision is not even close to being accurate most of the time. That is where our concerns are. He said the fees in the beginning of the resolution will stay as they are now.

Mr. Pikus referenced the \$300 fee for an alley/street closing petition; he asked if that is the cost of a developer who petitions the city to close a street. Mr. Carmean said the \$300 fee is charged to anyone who requests a street/alley be abandoned or taken over. Mr. Pikus said he does not believe that \$300 would come close to covering the associated fees particularly after listening to the procedure that Assistant City Solicitor Sharp earlier described. By the time you pay your attorney fees and court costs, it will not even come close.

Mr. Carmean said this gives us the right to bill the additional costs and 10%.

Mr. Retzlaff emphasized that this change addresses the specific items outlined though it does not affect item G.

Mr. Retzlaff continued by stating the big changes in item B gives the city the authority to collect any fees that exceed the dollar amounts received up front.

Mr. Grier pointed out this is an incentive to get everything done correctly with the first submittal. Ms. Wilson agreed but noted that if their engineer completes things haphazardly, they would have to pay the additional costs.

Mr. Grier said that when someone picks up an application, they need to be warned that the plan needs to be done right the first time to prevent any additional costs.

Mr. Carmean agreed, stating if someone comes in with a site plan, there is an initial cost of \$700. If more time is involved on the site plan, we will bill the additional costs.

In reference to items C and D, we are not going to take a review fee of \$500, but instead will bill the cost of real time and money. The city manager further noted that the fees listed in items 1-10 will cover those costs for the most part.

He asked council to contact him with any additional questions.

Assistant Solicitor Sharp said this will require a slight change to the zoning ordinance due to the title change referenced in that code.

Mr. Retzlaff questioned whether this was a change to the code; he said the code only refers to a resolution that is kept on file with the city clerk. He explained the zoning code states the planning and zoning fees are established through a resolution that is kept on file with the city clerk. That allows an easy adjustment to the fees without going through an ordinance amendment.

Mr. Sharp read the section that states the planning and zoning fees shall be set by resolution by city council and are maintained by the city clerk's office. He advised that what is proposed is we keep this in place and do a resolution which will amend the ordinance from 2008. He said the benefit by handling in that manner is that when the fees become outdated, the resolutions can be updated versus the entire code.

Mr. Carmean said we will follow up on this in the near future.

Public Works Committee Meeting

It was confirmed that Mr. Brooks, Mr. Gleysteen and Mr. Shupe are members of the committee. The members then scheduled a Public Works Committee meeting for Monday, August 5, 2013 at 7:00 p.m.

When asked the items on the agenda, Mr. Carmean said he wants to discuss with the committee the revolving water fund and whether to move forward with the borrowing. That is the main topic though a few other projects maybe added. Any member that wants an item added, should let him know.

Mr. Brooks said one of the reasons he asked for this meeting is because Mr. Shupe is a new councilman and he would like for him to understand what the Public Works Committee does. He said that Mr. Gleysteen was on the committee two years, though he believes he may have only attended a couple meetings.

Adjourn

With no further business, the Workshop Session concluded at 8:11 p.m.

Respectfully submitted,

Terri K. Hudson, MMC
City Clerk/Recorder

*MILFORD CITY COUNCIL
MINUTES OF MEETING
July 31, 2013*

On Wednesday, July 31, 2013, Councilman Bryan Shupe held a Public Meeting at the Milford Public Library, 11 Southeast Front Street to present the State of Delaware Department of Transportation's (DelDOT) plans for the Route 1 and Route 30 Overpass currently under construction.

PRESIDING: Councilman Bryan Shupe

RECORDER: City Clerk Terri Hudson

Following is a description of the project:

Project Limits

The project is located along the SR1 corridor, just South of Milford. More specifically at the intersection of SR1 with SR30, Wilkins Road & Cedar Neck Road. This is the intersection with the flashing red lights at the Wilkins and Cedar Neck Road approaches and flashing yellow on SR 1 north and southbound. The approximate limits stretch from 1400 feet North of the existing intersection and 3600 feet to the South. The eastern limits extend approximately 1800 feet along Cedar Neck Road, and the western approximately 1400 feet along Wilkins Road.

Project Need

This intersection has been designated for improvements under several programs. Initially, during the Corridor Capacity Preservation Program, an overpass was proposed to improve capacity and safety at the intersection. Additionally, during the Highway Safety Improvement Program analyses, this intersection has been designated for safety improvements due to the frequency and severity of accidents.

Project Overview

This project will replace the existing at-grade intersection with a grade-separated intersection. This will be accomplished by the installation of an overpass and a connecting ramp system for access. The northbound access will be achieved via a loop ramp to the southeast quadrant of the project. The southbound traffic will access the overpass via an access ramp that ties into SR30 to the south of the overpass. Improvements will also be made to the existing intersection of Wilkins Road and Cedar Creek Road to include the installation of a signal and auxiliary lanes to accommodate the various turning movements that occur at this location.

Project Schedule

Actual Start Date - Construction started on December 3rd, 2012.

Anticipated Completion Date - Construction activities are anticipated to be complete in early 2014.

Councilman Shupe convened the meeting at 6:06 p.m. and thanked those present for attending. He introduced himself as First Ward Councilman and local business owner. He noted the construction on this project started several weeks ago and he has received a lot of calls asking what is going on. He felt this forum can provide that information to the public.

The councilman feels that most people agree the overpass was needed for a long time and is glad to see the progress taking place.

He then thanked DelDOT's Public Relations Office Louise Holt and DelDOT South 2 Group Engineer Brad Saborio for attending this evening.

Mr. Saborio explained that South 2 construction is essentially every project in Sussex County. DelDOT is divided into four regions and he has everything in Sussex County. This is one of the projects this group manages.

Mr. Saborio then provided the following update:

A bridge and on and off ramps will be added to an at-grade intersection. When completed, Wilkins Road will be accessed by two ramps (west side of Route 1) and Cedar Neck Road will be accessed by two ramps (east side of Route 1). Currently two ramps (A & B) have been completed from the southbound lane on Route 1 to Cedar Creek Road and Wilkins Road. They plan to open on Friday. The intersection will be closed permanently with access to Route 1 only by way of the ramps.

Ramps C and D are nearly complete and should open the week of August 12. The access point will then be closed permanently. Once that is closed, construction of the bridge will begin. Construction has begun in the median for the pier; piles are currently being driven which is the foundation for the pier. When that is complete, the super structure will begin to go up.

As that construction begins, construction at the Route 30 and Wilkins Road will begin. That road will need to meet the elevation of the bridge. A slight traffic pattern change will occur in two to three weeks. Vehicles will still have full access though traffic will be shifted to one side with the one portion closed due to the construction of the bridge. In the next two weeks, both access points will be closed as they begin to drive the piles for the abutment.

The entire project should be completed by January 2014 as long as we have a mild winter.

Most of the construction has been off alignment to prevent a major impact to traffic. An occasional lane closure on Route 1 will occur throughout the entire duration of the project. It will be minimal and limited to Tuesday through Thursday to prevent any impact on beach traffic. This should keep traffic flowing Friday through Monday.

The biggest impact is approximately a month away. With the reconstruction of the Wilkins and Route 30 intersection, the east half will be built first at which time that road will be elevated. Full access will continue. When they begin to build the other side, that portion of the road will be closed. A detour will be put in place at that time.

Throughout the project and traffic switches, there will be adequate detour signage to direct traffic as needed.

Questions were then asked by the public (Q-Attendees/A-Brad Brad Saborio):

Q-How long do you expect that closure to be on the west side of Wilkins and Route 30?

A-Only about a month or so. We will do everything we can to expedite the work though that is weather dependent. With decent weather, we will try to get them to work weekends and expedite it.

Q-How will this affect any traffic coming from Dover going to Hearthstone Manor?

A-Vehicles traveling southbound would travel south and come onto Cedar Creek Road/Route 30. Right now there is no tie-in. This is a new intersection. This is how you currently come down and where the stop sign is. To get to the same point, you would travel south and make a right off Route 1.

Q-When you close the west side of that intersection, how will they get to Hearthstone?

A-They did not bring the detour. (Someone in audience stated vehicles will have to go to Johnson Road to Elks Lodge Road.)

Q-It was my understanding at the original meeting, that the entrance at Shelby Way into Matlinds Estates will have to be closed. How long will that impact the Matlinds Estates residents as far as getting out of the neighborhood because that is the only way to get in and out of Matlinds Estates. We were told there would be a five to six-inch difference in the road so construction would take place for one or two days.

A-We will maintain access in and out. We will do a half each time. Typically in situations like that, it is done half at a time and we will have to alternate traffic with flaggers. There will be access at all times.

Q-At Wilkins Road and Route 30, there will be a traffic light where the four-way stop is now.

A-No, I don't think so. I have to double check but am unaware of any signal being placed there.

Q-I want to first compliment DelDOT on how quickly they did the Frederica overpass and it was a fabulous job. I guess George and Lynch takes orders from DelDOT, but I have sat and watched them dig up my road with six guys standing there and looking into a hole. They asked me if my phone was still working. They put down paper, they build it up and put down crusher run. A week and a half later they dig it back up again and ten guys come. They put in a pipe on Route 30 right before Wilkins Road and that has been paved at least four times. Today they dug it up and put in a nice pipe and they are running it over into the field where the big sign is. They built a big culvert with stones. They paved half and then paved the other half. Why didn't they put that pipe in the first time they dug that hole? I think the state needs to save a little money here.

A-The way the contracts are administered, they work for DelDOT, but DelDOT does not dictate means and methods. How they choose to accomplish the work is somewhat up to them. We do not pay them three or four times or however many times it takes to install something. We pay them one time. I do not know the specifics of that location. Sometimes the way construction is handled does appear as though things are done two or three times. A lot of times there is a means to our madness but other times, it does not make sense.

Q-The roads they have built will impact our way of life and especially in front of my house, they have done a very good job and have worked hard to get it paved, lined and the cement abutment. I think that will relieve traffic coming in Wilkins, stopping there and coming down. But it has been a nightmare.

A-If you or anyone else has any concerns, our field office is there. I'm available by telephone and I will provide my phone number. If you have any concerns, you can call and let us know. We do have inspectors on site, but I am in Georgetown so I don't always see the day-to-day operations. But we try to be as responsible as possible. If there are concerns and if you feel something is unsafe, do not hesitate to let us know and we will take care of it.

Q-The radio stations need to be told to avoid that area. Everyday I hear the radio announce there is a road closure in Seaford and here and there and to avoid that area. But nobody avoids this area.

A-We try to provide updates to the local newspapers and radio stations. We also have it on our website. We provide traffic reports through our traffic management center.

Councilman Shupe stated that from speaking as a newspaper reporter, DelDOT does a pretty good job of getting the information to the media as far as closures and similar things. He is sure Maddy from the Beacon (who was present) can also confirm that. He pointed out that not everyone uses that information but they do a good job as far as he is concerned.

A-They always want us to promote the new technology and DelDOT has an app so anyone with a smart phone can get updates and traffic alerts with one click.

Q-About the intersection of Route 30 and Cedar Creek Road/Wilkins Road, when this project first started, there was supposed to have been a traffic light at that intersection. Now you say there is not going to be one. Will there be a four-way stop sign because the only thing that slows cars from coming around the curb and then coming down South Rehoboth Boulevard and around that curve is the stop sign.

A-Yes there will definitely be a four-way stop there. I will confirm because there may be a plan revision in the works for a traffic signal and let Bryan know. As far as I know, there is not one going there.

Q-That was when we were going to have a shopping center and I don't think we are going to have that shopping center now.

Q-Oh yes you are!

A-I do believe that is going to come and when that eventually happens, I believe it will be installed at that point. But it is not part of this project.

Q-While the bridge is being built, will there be any lane closures on Route 1?

A-We will have some minimal lane closures. You probably see the large crane out there driving piles. Even though we are not working on Route 1, a lot of time we have lane closures to keep the workers safe. We like to have buffer areas between them. I know it is frustrating to drive by and see a lane closed and nothing is going on. But Delaware requires that for safety. We all know that the speed limit is 55 but who does 55 on Route 1? When you are working out there, that provides an extra buffer for the workers. We will limit it to Tuesday to Thursday. From Friday through Monday, we allow free flowing traffic so everyone can get to the beaches.

Q-And that work will be complete before they start the intersection at Route 30 and Cedar Creek/Wilkins Road?

A-It will be going on at the same time. We will be building the bridge and there will be a line of barriers and work on the other side. When everything is complete in this area, we will switch over on the other side.

Q-This project was done to save lives. Right now, if you come off Route 1 northbound onto Business Route 1/Rehoboth Boulevard, at the end of that ramp there are tire tracks where heavy trucks swing in and make an illegal left hand turn and then go back to Route 30 southbound. I think if you put the jersey barrier there and extend it so they can't cross there, it would make it impossible for trucks to make a u-turn. It would be a lot safer. Also, when you come off that ramp, you have to swing to the left, then swing back to the right to get into the Meadows at Shawnee. School starts in another three or four weeks and there is a bus stop there. There are tons of trucks. The other day when I went in, I watched five cars and several trucks go into the Meadows, then come out to head the other way. It would not exactly fix it, but if you could put up 'no u-turns' or 'no trucks in development' that would be very economical and at least a deterrent. Also get the state police out there. I personally saw a trooper sitting there who watched a truck make a u-turn at the end of the ramp. I am not sure what he was doing. I spoke to Milford Police and they said it is out of their jurisdiction. The signs are minor modifications. Jersey barriers are minor. The project was done to save lives. Too many people got killed or hurt on Route 30 and Route 1. It is only a matter of time before someone makes that u-turn and gets walloped. This is something you have to look into.

A-I appreciate the comments and information and we will look into it. Whatever we can implement out there we definitely will.

Q-These are tractor-trailers making deliveries and dump trucks, whatever. When they come rolling off that ramp, they are not slow, they are moving.

Q-And they don't yield. They think they have the right-of-way.

Q-I live in the Meadows at Shawnee also. If you come and see where these tire tracks are, the trucks are coming into the first intersection right where the school buses pick up and drop children off. The tire tracks are all around the intersection of Bullrush and Longview Drives. So it is not just around the little island they are turning. They are going into the first block. Last year, we got the school buses to come further into the development. We were afraid about traffic on Rehoboth Boulevard. The children are all waiting on the corner. So they now come in one block and all these tractor trailers are doing the same thing. If you go out there, you will see all the tire tracks on Rehoboth Boulevard and in our development making circles.

A-I will see what DelDOT can do. We also have contacts with the police if it is a traffic enforcement issue.

Q-Generally with truckers, with CB's and whatnot, if you write someone up two or three times, the word will get out not to do it.

Q-Reiterating what was said, when you come off that ramp and you come down, if you can change that striping so that the people that live in the Meadows of Shawnee can go straight down and instead of going to left, because going right is ludicrous.

A-I appreciate the comments and I will look into it. I will run by our traffic section and whatever we can do to change it we definitely will.

Q-I'm the one that lives in front of all this mess and I am a local realtor. I have worked with the Fannin Family who are lovely people. I live on three acres and here (referencing map) is the new road. And this is going to be the new entrance to the Lifestyle Mall. That is one of the main reasons that was put there. Because they have tried to buy part of my three acres for buffering. So the Lifestyle Mall will enter there and that is why that road is there. Instead of some kind of loopy loop up here like was done at other intersections.

Q-That is what that one road is for. The whole project was about the shopping center and other things going there.

Q-That's why it's all being done.

Q-I have seen movies of the Lifestyle Mall and it is gorgeous.

Q-A traffic light there can solve the same problem.

Q-I live in the farm closest to the ramp going into Milford. One of my concerns is there is never any speed enforcement there. I came out and go thirty miles an hour and there are people coming off Route 1 going 65 miles an hour up and over that ramp. I would like to see some kind of law enforcement on a daily basis because someone is going to get killed. I have another question. I have a piece of commercial property that fronts on Route 1 and 30. Am I still going to have access to that? Its on the corner of Cedar Neck Road.

A-Where is your current entrance?

Q-Right now the construction crew is using it (referencing map).

A-Any current entrances will be maintained.

Q-When do you expect this to be open to us?

A-The week of August 12th is projected.

City Manager Richard Carmean then stated that he has talked with DeIDOT adding this is a little bit away from the actual ramp. This is going to put a lot of traffic into the area of Hearthstone. There is already a water problem there where the stormwater system is not moving it away from the entrance. During wet years, the road is totally covered which in the winter ends up black ice. I have been told that DeIDOT has no intention of making any changes there. Have you heard anything to the contrary?

A-John Gaines, who is the project manager handles the design of the project. He was going to be here tonight. I can go back and talk with him but I am not aware of any changes.

Senator Gary Simpson said he just wanted to thank Councilman Shupe for putting this together. This project has been a long time in the making and the day we were able to get it moved up on DeIDOT's wish list a few years was great. I look forward to January or February when it is completed.

Representative Harvey Kenton reiterated Senator Simpson's comments and thanked Councilman Shupe for putting this together so we could get the information out. Someone mentioned about the traffic light that was going to be on Route 30 and Wilkins Road. Senator Simpson and he were also told that. He asked that it be clarified whether or not that signal will be there. Right now the plan is showing a four-way stop. He knows it is an inconvenience to a lot of the people here and

will be more of a inconvenience over the next two months. He asked for patience and suggested that people leave earlier than usual and drive safely. He thanked those present for attending.

With no more questions, Councilman Shupe closed the floor to questions. He again thanked DeIDOT for coming down after hours and providing the information. He feels that keeping the public discussion between DeIDOT and the people will be beneficial for everyone.

The meeting concluded at 6:48 p.m.

Respectfully submitted,

Terri K. Hudson, MMC
City Clerk/Recorder

MILFORD CITY COUNCIL
MINUTES OF MEETING
August 7, 2013

SPECIAL SITE REVIEW VISIT
Growmark Property
Northeast Front Street
Milford, Delaware

IN ATTENDANCE: Councilman Douglas Morrow, Councilman S. Allen Pikus, City Manager Richard Carmean, Police Chief Keith Hudson, Lieutenant Kenneth Brown, R.A. Alvin W. French, RA of French and Ryan, Incorporated and Chief Estimator Don Zook of Richard Y. Johnson & Son, Incorporated.

At 8:00 a.m., the above attendees met at the Milford Police Department to review the current Growmark parcel for the proposed Milford Police Department. Due to inclement weather, the plans as prepared by French and Ryan, were reviewed in the lobby of the police department.

An on-site review of the Growmark property then followed, where various placements of the building were considered.

The site visit concluded at 8:48 a.m.

Respectfully submitted,

Terri K. Hudson, MMC
City Clerk/Recorder