



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

CITY COUNCIL AGENDA September 9, 2024

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6:00 PM

15-Minute Public Comment Period*

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

COUNCIL MEETING

Call to Order - Mayor F. Todd Culotta

Invocation

Pledge of Allegiance

Roll Call

Approval of Previous Minutes

Recognition

New City Employee Introduction

Staff Reports

Police Department

City Clerk

City Manager

Public Works

Electric

Planning & Zoning

Parks & Recreation
Human Resources
Economic Development & Community Engagement
Information Technology
Finance

Communications & Correspondence

Unfinished Business

New Business

CIP Update
Public Comment & Council Determination/West Shores Subdivision Street Paving¹ Ⓢ
Authorization/Change Order/Streets Project
Authorization/MCC Management Agreement/Tsionas-Emory Hill
Authorization/Milford Museum MOU
Authorization/Milford Museum Lease/Former Police Station

Adjournment

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

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

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

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

090224

090524 Item removed- Requested by Finance Director

¹090624 Reorder & rename of item

¹090924 Item renamed



CITY OF MILFORD
CITY COUNCIL MEETING MINUTES
August 12, 2024

The City Council of the City of Milford met in the Joseph Ronnie Rogers Council Chambers in Regular Session on Monday, August 12, 2024.

PRESIDING: Mayor F. Todd Culotta

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

ABSENT: Councilmember Madula Kalesis

STAFF: City Manager Mark Whitfield, Police Chief Cecilia Ashe, and Interim City Clerk Katrina White

COUNSEL: Solicitor David Rutt, Esquire

PUBLIC COMMENT

The Public Comment Period commenced at 6:00 p.m. after which Solicitor Rutt read the public comment rules into record.

Neyda Albarran, The Culture Club PR, 216 NW Front Street Milford, DE 19963, was present and expressed her gratitude to the Parks and Recreation Department for allowing a StoryWalk to be installed in downtown Milford. She explained that it is a book that will be displayed on several plaques so that children and families can walk along the Riverwalk and enjoy a book, translated in English, Spanish and Haitian Creole. The book is about celebrating community and those who work hard at making the community the best it can be. She further explained that The Culture Club PR is a multicultural club for kids that meets in Milford, Seaford and Georgetown that teaches kids about different cultures in hope of promoting peace, understanding and celebration of diversity. There will be a Ribbon Cutting and Unveiling of the StoryWalk event on Friday, September 6, 2024 at 6:00 pm starting at the North Pole Creamery and ending at the Memorial Park Playground.

CALL TO ORDER

Mayor Culotta called the regular meeting to order at 6:03 p.m. Roll Call showed that there were eight members present.

INVOCATION AND PLEDGE

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

APPROVAL OF PREVIOUS MINUTES

Councilmember Wilson made the motion to approve the July 22, 2024 Council meeting minutes and July 22, 2024 Finance & Audit Committee meeting minutes. Councilmember Connor seconded. The motion carried unanimously.

RECOGNITION

Introduction New City Employees:

Brian Jester, Building Operations & Refuse Supervisor, introduced new Public Works intern, Mason Watkins who began his two-year internship on July 16, 2024 and will be rotating through several departments, including Solid Works, Streets, Parks & Recreation and Water & Sewer.

City Engineer James Puddicombe introduced new University of Delaware summer intern, Kylie Short who is an environmental engineer. She will be working in the Engineering Department.

IT Director Bill Pettigrew introduced new IT intern, Nicolas Jones, who has brought specific IT skills to the Milford IT team such as Python Programming and knowledge of Tableau. He has been working with the recording of meetings and instrumental in the kickoff of the new document management software. Through the internship program he will receive a bachelor's degree with Wilmington College in Computer Science.

Special Recognition:

Finance Director Lou Vitola recognized Lucas David, Customer Service Cash Operations Clerk I, for completing the requirements of Wilmington University to earn a bachelor's degree in accounting with a major in finance through the city's Tuition Reimbursement Program.

STAFF REPORTS

All reports were included in the Council packet.

Police Department

Chief Cecilia Ashe deferred to Jenna Haines, Behavioral Health Unit Director, who gave a report on the Behavioral Health Unit activities for the month of July. Chief Ashe commended her on the work she has done and reported that she is being recognized on a national level for the work and commitment that she has put forth in the program.

Councilmember James thanked Ms. Haines for all she has done and for the growth of the department. He also thanked Chief Ashe for elevating and making the department great.

Councilmember Wilson moved to accept the Monthly Police Report. Councilmember James seconded. The motion carried unanimously.

City Clerk

Interim City Clerk Katrina White provided a recap of activities that occurred during the month of July, as well as an update on special events. She gave special thanks to Nicolas Jones who has kicked off the scanning for the new Docuware system.

Councilmember Katrina Wilson gave recognition to Interim City Clerk White for the packets and minutes being done in a way that Council has asked for in the past.

Councilmember James asked for an update on the new Diligent meeting software. Interim City Clerk White stated that the progress is moving forward. Users for the software were being added and she had a meeting the next day, July 23, 2024 with the Diligent representative. Councilmember James thanked her for the seamless transition from having a long-time serving city clerk.

Councilmember Zychal moved to accept the City Clerk Report, seconded by Councilmember Wilson. The motion carried unanimously.

City Manager

City Manager Whitfield highlighted a few of the monthly activities from the report that was included in the packet.

Councilmember Wilson asked if there was a timeline for the construction on Church Street. City Engineer James Puddicombe answered that they are going through the process with the utilities right now. So, it will probably be two or three weeks before they are done with that. Then they are going to come back and mill out then get into the paving. He said it is a pretty large section of road so it's going to be under construction for a few more weeks at least.

Director Brad Dennehy reported that Milford has been voted as having the Best Dog Park in downstate Delaware in Delaware Today magazine.

Councilmember James moved to accept the City Manager's report and his staff reports, seconded by Councilmember Zychal. The motion carried unanimously.

COMMUNICATIONS & CORRESPONDENCE

Councilmember Stewart reported that he had a complaint from resident about the condition of the rental property next door that had trash outside and uncut grass for a long period of time. There was also the complaint of a tree that hangs over onto the resident's property. He stated that he would like to see some assistance for her on these issues.

City Manager Whitfield stated that he thought the proper way to handle this was to take it to the Code Committee because there are some suggestions with regard to rental housing permits. The committee should take a look at what opportunities are there to change the code.

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

Authorization/ Purchase Replacement Equipment/Public Works/Backhoe-2024 Caterpillar

Public Works Director Willis Shafer reviewed the memo and proposal that was included in the packet. (Pages 46-50) He stated that staff recommended City Council to authorize a purchase order in the amount of \$175,383 to acquire the backhoe through Carter Cat pursuant to the Sourcewell/Delaware State Contract.

Councilmember Samaroo made a motion to authorize a purchase order in the amount of \$175,383 to acquire a backhoe through Carter Cat pursuant to the Sourcewell/Delaware State Contract GSS23750-EQUIPMENT. Councilmember Stewart seconded. The motion carried unanimously.

Authorization/Purchase Replacement Vehicle/Public Works/101-E/2024 Ford F150 Lightning Electric Vehicle

Electric Director Tony Chipola reviewed the memo that was included in the packet. (Page 51) He stated that staff recommends City Council to authorize a purchase order to Hertrich Fleet Services, Inc, in accordance with the State of Delaware contract, with funding coming from Electric Operating funds, specifically Capital Vehicle Replacement.

Councilmember Wilson made the motion to accept the recommendation of the staff to purchase the vehicle from Hertrich Fleet Services, Inc, in accordance with the State of Delaware contract, with funding coming from Electric Operating funds, specifically Capital Vehicle Replacement in the amount of \$59,394. Councilmember James seconded. The motion carried unanimously.

Authorization/Utility Bill Inserts/Milford Community Parade/Solicitation Flyer

City Manager Whitfield stated that each year the city receives a request from the Milford Community Parade to put an insert for monetary sponsorship into the utility bills. This has been done for a number of years.

Councilmember Zychal made a motion to accept the request for the insert seeking sponsorship to be placed in the utility bills. Councilmember Wilson seconded. The motion carried unanimously.

Introduction/Ordinance 2024-08

*Application of Ribera Development, LLC on behalf of Westwood Subdivision
for Final Major Subdivision*

*130.5 +/- acres of land located on the north side of Williamsville Road
approximately 2,300 west of the Route 14 intersection*

Comprehensive Plan Designation: Low Density Residential

Zoning District: R-2 (Residential District)

Present use: Vacant Proposed Use: Planned Unit Development

Tax Parcel: MD-16-182.00-01-11.00 thru 21.00

City Manager Whitfield introduced Ordinance 2024-08 which will be reviewed by the Planning Commission on August 20, 2024, after which it will return to Council for a final public hearing and determination at the August 26th meeting.

EXECUTIVE SESSION

Councilmember James made a motion to go into Executive Session reference the below statutes. Councilmember Samaroo seconded. The motion carried unanimously.

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

Mayor Culotta recessed the Council Meeting at 7:33 pm for the purposes as permitted by the Delaware Freedom of Information Act. Council relocated to the Conference Room for the closed session discussion.

Return to Open Session

At 7:46 p.m., Councilmember James moved to return to Open Session. Councilmember Zychal seconded. The motion carried unanimously.

Potential Vote-Personnel Matter/City Clerk

Mayor Culotta stated that no action was taken in Executive Session.

Adjournment

Councilmember Marabello made the motion to adjourn. Councilmember Zychal seconded. The motion carried unanimously.

Mayor Culotta adjourned the meeting at 7:47 pm.

Respectfully submitted,

Katrina L. White, MMC
Interim City Clerk/Recorder

CITY OF MILFORD
CITY COUNCIL MEETING MINUTES
August 26, 2024

The City Council of the City of Milford met in the Joseph Ronnie Rogers Council Chambers in Regular Session on Monday, August 26, 2024.

PRESIDING: Mayor F. Todd Culotta

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

STAFF: City Manager Mark Whitfield, Police Chief Cecilia Ashe, and Interim City Clerk Katrina White

COUNSEL: Solicitor David Rutt, Esquire

Mayor Culotta and Councilmember James were in attendance virtually.

PUBLIC COMMENT

The Public Comment period commenced at 6:00 p.m. after which Solicitor Rutt read the public comment rules into record.

Terry Day was present and stated that he has been living in West Shores for five years and there were big potholes in the road. He wanted to know when the roads would be paved in West Shores.

Heather Content, Director of Government and Community Relations for the Delaware Municipal Electric Corporation (DEMEC) extended an invitation to the Annual Dinner that is scheduled on September 18, 2024 from 5:00 pm to 8:00 pm at Bally's in Dover, Delaware. She explained that there would be an industry panel that would include the President and CEO of American Public Power Association who will talk about the energy markets as a whole, Aces, their energy services provider, who will be talking about the energy markets and DEMEC power supply portfolio, Dustin Thompson from the Delaware Chapter of the Sierra Club, Adam Ward, who is a Federal Emissions Specialist and Kimberly Schlichting, President and CEO of DEMEC, who will be moderating the panel.

CALL TO ORDER

Mayor Culotta called the regular meeting to order at 6:06 p.m. Roll Call showed that there were nine members present.

INVOCATION AND PLEDGE

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

RECOGNITION

City Manager Whitfield introduced new intern, Lance Tressler, who will be working with the city for the next nine months and his service dog, Lizzie. Lance is retired from the Air Force, but on active duty. He's finishing up his bachelor's degree in sociology work at Salisbury State University and looks to continue his education there.

PUBLIC COMMENTS/FINAL DETERMINATION ©

Ordinance 2024-08

Application of Ribera Development, LLC on behalf of Westwood Subdivision for Final Major Subdivision 130.5 +/- acres of land located on the north side of Williamsville Road approximately 2,300 west of the Route 14 intersection; Comprehensive Plan Designation: Low Density Residential Zoning District: R-2 (Residential District) Present use: Vacant Proposed Use: Planned Unit Development Tax Parcel: MD-16-182.00-01-11.00 thru 21.00

Solicitor Rutt read the rules of Public Hearing into the record.

Director Pierce reviewed the staff report and analysis that was included in the packet. The applicant received preliminary major subdivision and conditional use, approval from City Council on April 25, 2022 for the Plan Unit Development. The public notice was advertised in Delaware State News on July 26, 2024, and all properties within 200 feet of the subject parcel were mailed a copy of the public notice.

Alan Dector, Pennoni and Associates, 18072 Davidson Drive, Milton, DE 19968, was present and explained the project. He stated that the overall design layout and all the infrastructure related to it is very similar to what was presented two years ago. They were here two to three months ago, asking for a final extension because there was one agency approval letter that they were waiting for. He said that they received it a month ago and were here for final approval.

Zack Prebola, Business Developer, Kent Economic Partnership, 555 S. Bay Road, Dover, DE 19901 was present and spoke in opposition to the project due to its proximity to rail. He explained that in Kent County there is very limited rail adjacent land that is used for businesses due to the mass expansion in the residential neighborhoods and developments being constructed near the rail. The rail land is a prime locator for industrial and agricultural development which create jobs for the community.

Chad Frye, 2122 Front Street, Houston, DE, 19954, was present and spoke in opposition to the project. He stated that he was opposed to the project for three reasons. The first being, the development is illegal, as it is significantly outside of R-2 zoning laws which this property is zoned. Second, 340 homes being built on the edge of town will create significant traffic which will encounter oversized agricultural equipment daily. The third reason being that Phase 5 of this development is the most environmentally sensitive portion of the property and is surrounded by blue water, stream and wetlands on three sides. The proposal for Phase 5 includes destroying the woods behind Baltimore Air Coil, which serves as a noise barrier and putting illegal size duplexes and single-family homes right against Baltimore Air Coil. He stated that Phase 5 should not be allowed and a buffer zone should be required on this size property between the surrounding industrial complexes of the area.

Craig Hoss, Griffith Lake area, was present and spoke in opposition to the project. He stated that the concept at the core, the principal postage stamp size property lines are a disaster. They are a blight to the community and add to congestion, crime, and cost of living.

Solicitor Rutt stated that this is a PUD, Planned Urban Development and under the code this allows for creative design and concept. So that is why you would have situations where the lot sizes in an R- 2 are 8,000 square feet, but they allow smaller design because they can cluster or group zoning applications on a parcel which then allows for greater open space. Also, it allows for street designs to be somewhat different. He explained that in this situation, the applicant went through the Plus process, came up with the design and utilized some of the Plus comments. The design for the preliminary subdivision went through the Planning Commission who made a recommendation to City council. City Council then gave preliminary approval to that Planned Urban Development design. At that point, it was up to the applicant to conform what the comments were from Planning Commission and City Council on the preliminary approval and then come back to Council with the final subdivision approval.

He further explained that according to Director Pierce and KCI, who reviewed this as well, all the State agencies have given their approval and the approval letters. Once the applicant has met all of the criteria, the Delaware Supreme Court has ruled that they have a By Right Subdivision. That means, if they meet all the criteria imposed by the municipality in their final subdivision, you don't have the right to deny it. It is By Right. They have met their threshold. Director Pierce's analysis was that they have met all the criteria.

Director Pierce added that over the summer of 2022 City Council adopted an ordinance that amended the procedures of the subdivision code. So going forward, final subdivision plans will not come back for a public hearing with the Planning Commission and City Council. They will be reviewed administratively as long as they've met all the conditions that were outlined by City Council at the preliminary review stage, have attained other agency approvals and obtained approval on the construction plans from the city engineer. This project came in under the prior ordinance, so we were still governing it under the old rule book. As those projects phase out, these final hearings will no longer occur unless the code is changed again.

Councilmember Wilson made a motion to approve the Final Major Subdivision with Chapter 230 Zoning and Chapter 200 Subdivision of Land. Councilmember Samaroo seconded. The motion carried Yes - 7, No - 0, Abstain - 1.

Councilmember Connor voted yes for the reason she is forced to by law.

Councilmember Zychal voted yes for the reason she is compelled to by law.

Councilmember Kalesis voted yes for the reason she does not have a choice.

Councilmember Marabello voted yes for the reason it is consistent with Chapter 230 of the Zoning Code, Chapter 200 Subdivision of Land and the Comprehensive Plan.

Councilmember Wilson voted yes for the reasons that she worked on the Comprehensive Plan and it was included in the Comp Plan at that time. It was approved by all of the State agencies, which has always been a guideline. This has been on the books since 2006 and the developers have gracefully walked through to check off and have tried to comply with everything that Council has asked them to do.

Councilmember James voted yes for the reason that it meets all of the requirements. The project has been vetted very carefully. The developer has listened and have complied with all of the changes, buffers and all that was asked of them. All of the state approvals have been obtained and there is a great need for housing.

Councilmember Samaroo voted yes for the reasons that it meets the Comprehensive Plan, is consistent with Chapter 230 Zoning and it meets the city construction standards.
Councilmember Stewart abstained.

ORDINANCE 2024-08

Application of Ribera Development, LLC on behalf of Westwood Subdivision
for a Final Major Subdivision

130.5 +/- acres of land located on the north side of Williamsville Road
approximately 2,300 west of the Route 14 intersection

Comprehensive Plan Designation: Low Density Residential
Zoning District: R-2 (Residential District)

Present use: Vacant Proposed Use: Planned Unit Development

Tax Parcel: MD-16-182.00-01-11.00 thru 21.00

WHEREAS, the owners of the property as above described herein have petitioned the City of Milford for the Final Major Subdivision; and

WHEREAS, the City of Milford Planning Commission will consider the application at a Public Hearing on August 20, 2024, whereby public comment will be taken and a recommendation will be made; and

WHEREAS, Milford City Council will hold a Public Hearing on August 26, 2024 to make a final determination following further review and additional public comment of the ordinance.

NOW THEREFORE BE IT RESOLVED, by the City of Milford:

In accordance with Chapter 200 of the City of Milford Code, the City Council hereby finds and determines, as follows:

Section 1. The Final Major Subdivision Plan of Ribera Development, LLC is consistent with the objectives, policies, general land uses and programs in the City of Milford Comprehensive Plan, Subdivision and Zoning Codes, in that it establishes obligations and conditions for the implementation of the Milford Corporate Center.

Section 2. The Final Major Subdivision Plan is in conformity with public convenience, general welfare and good land use practice.

Section 3. The Final Major Subdivision Plan will not be detrimental to the public health, safety and general welfare of this community.

Section 4. The Final Major Subdivision Plan will not adversely affect the orderly development of adjacent properties and will maintain the preservation of property values.

Section 5. Dates.

City Council Introduction: August 12, 2024

Planning Commission Review & Public Hearing: August 20, 2024

City Council Public Hearing: August 26, 2024

Effective: Ten Days following Adoption

MONTHLY FINANCE REPORT

Finance Director Lou Vitola reviewed the July 31, 2024 financial statement that was included in the packet.
(Pages 53-63)

He reported that cash was stable this month and utility receipts were strong offsetting the general fund on the operating side. The income statements generally look good. Both the general fund, and utilities are strong versus the budget. He explained that it will be strong August and September to kick off Fiscal 25 with a strong quarter. The Fiscal 25 budget was very difficult. Personnel expenses are going to be higher than they've been, and we've had to rely on utility transfers to a greater degree than usual. So, the utility performance is that much more important than it would be in an ordinary year. Ending on a positive with realty transfer taxes, the close to half a million dollars that was collected in July were attributable to June and expect somewhat more of the same as we get into the summer months.

Councilmember Zychal made a motion to accept the monthly financial report. Councilmember Wilson seconded. The motion carried unanimously.

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

Resolution 2024-14/Endorsement/SS4A Grant

Director Willis Shaffer reviewed the Resolution 2024-14 that was in the packet.

City Manager Whitfield stated that this is money to do planning. There is a lot more money that's available through the Safe Streets For All program but the first step is the planning process.

Councilmember Zychal asked if any of the funds could be used for the Comprehensive Sidewalk Plan.

Anne Marie Townsend, Rossi Group, was present virtually and answered that the grant is for safe streets and roads for all. So, she doesn't know that it can fully fund the sidewalk plan but thinks it can identify areas where the sidewalks are in a condition that are an impediment to safety, have missing segments of sidewalks or where they're not accessible under the ADA and may have components that can be covered under that.

Councilmember Wilson made a motion to accept Resolution 2024-14. Councilmember Samaroo seconded. The motion carried unanimously.

Authorization/Purchase/Police/Replacement Vehicles (Page 68 in the packet)

Chief Ashe stated that in prior meetings we had discussed throughout the budget the Take Home Car Program that was started several years ago. Through the ARPA money, we were able to fund the Take Home Car Program and presented today are the replacement vehicles. She explained that during the budget hearings, she presented and requested for \$295,000 to replace these vehicles. Currently there is an opportunity to purchase three 2024 Dodge Durangos and one 2024 Chevy Tahoe from Hertrich and will be creating a cost savings of approximately \$60,000 if able to make the purchase now, compared to the original request of \$295,000.

Councilmember Marabello made a motion to approve the purchase of the four vehicles from Hertrich under the FY25 Capital Vehicle Replacement Fund totaling \$227,231. Councilmember Wilson seconded. The motion carried unanimously.

Resolution 2024-13/Milford Ponds/Streets Acceptance³

City Manager Whitfield stated that, typically, it is the city's responsibility to take ownership once all requirements have been met with regard to the street construction and utility construction. That has been done and there are about 10 street segments that the city would be taking over from Milford Ponds that are listed out in the Resolution. It is Staff's recommendation that City Council authorize the resolution.

Councilmember Wilson made a motion to accept Resolution 2024-13. Councilmember Stewart seconded. The motion carried unanimously.

RESOLUTION 2024-13

WHEREAS, Chapter 200 provides that public roads and public utilities shall be accepted into the City of Milford's street system and public utility system by resolution of City Council; and

WHEREAS, the Public Works Director has determined the water distribution system, sewer system, easements, sidewalks and public streets included in Milford Ponds Phases 1-1 to 1-6 have been completed in accordance with City standards and requirements; and

WHEREAS, the portion of Milford Ponds

- Phase 1-1 to be accepted includes Clubhouse Road and Patchwork Drive, lots 314-322 and 355-366, 21 lots total.
- Phase 1-2 to be accepted includes Pinwheel Drive, lots 473-480 and 524-530, 15 lots total.
- Phase 1-3 to be accepted includes Attic Window Court and Patchwork Drive, lots 511-523, 13 lots total.
- Phase 1-4 A and B to be accepted includes Patchwork Drive, lots 280-284 and 261-264 and 266-279, 23 lots total.
- Phase 1-5 to be accepted includes Cannors Court, lots 285-313 and 323-334, 41 lots total.
- Phase 1-6 to be accepted includes Calico Place and Central Park Blvd and Nine Patch Way, lots 254-260 and 488-503 and 531-537 and 550-559, 40 lots total as depicted on the Milford Ponds Plan, recorded in Sussex County, Plat Book 271, Page 9, on September 21, 2018; and

WHEREAS, approval to operate those utilities has been obtained from the applicable State agencies; and

WHEREAS, Milford Ponds LLC has provided the City of Milford with a maintenance bond for 10% of the value of public improvements and public utilities warranting said improvements for one year from the date of acceptance; and

WHEREAS, said developer has provided as-built drawings of the utilities to the City.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MILFORD, during a regular session of Council, by a favorable majority vote, accepts the water distribution system, sewer system, easements, sidewalks and public streets in Milford Ponds Phase 1-1, 1-2, 1-3, 1-4, 1-5, and 1-6, that are to be dedicated for public use into the City of Milford's street system and public utility system.

BE IT FURTHER RESOLVED that the City of Milford shall assume responsibility for the future maintenance and repair of the water distribution system, sewer system, easements, sidewalks and public streets in Milford Ponds, Phase 1-1, 1-2, 1-3, 1-4, 1-5, and 1-6, as noted in this resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Milford to be affixed this 26th day of August 2024.

Mayor F. Todd Culotta

Attest: _____
Interim City Clerk Katrina L. White

Discussion/City Council Retreat¹

It was decided that The Council Retreat would be scheduled for Wednesday, October 23, 2024, at the Milford Police Department.

Councilmember Kalesis made a motion to go into Executive Session reference the below statutes. Councilmember Wilson seconded.

Pursuant to 29 Del. C. §10004(b)(2) Preliminary discussions on site acquisitions for any publicly funded capital improvements, or sales or leases of real property (3)

Pursuant to 29 Del. C. §10004(b)(9) Personnel matters in which the names, competency and abilities of individual employees or students are discussed²

The motion carried.

Mayor Culotta recessed the Council Meeting at 7:14 pm for the purposes as permitted by the Delaware Freedom of Information Act. Council relocated to the Conference Room for the closed session discussion.

Return to Open Session

At 8:12 p.m., Councilmember Wilson moved to return to Open Session, seconded by Councilmember Connor. The motion carried.

Potential Vote- Real Estate

Potential Vote-Personnel

No vote was taken.

Adjournment

Councilmember Stewart made the motion to adjourn. Councilmember Samaroo seconded. The motion carried unanimously.

Mayor Culotta adjourned the meeting at 8:13 pm.

Respectfully submitted,

Katrina L. White, MMC
Interim City Clerk/Recorder



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



401 NE Front Street
 Milford Delaware 19963
 302.422.8081 Fax 302.424.2330

TO: Mayor and Members of City Council
 FROM: Chief Cecilia E. Ashe 
 DATE: September 4, 2024
 RE: Activity Report for August 2024

In the month of August, Milford PD responded to over 1388 calls for service.

Chief and Police Command Staff:

Throughout the month of August, the Chief and Command Staff participated in numerous conference calls, virtual meetings, and in-person meetings including City Council and Workshop meetings, bi-weekly City Manager’s meetings with Department Heads, and PD Staff meetings. Mayor and City Council are provided weekly updates on major incidents and activities within MPD throughout the month to ensure they stay informed of all activities.

The Chief, Mayor and Command Staff hosted Senator Christopher Coons at the new police facility. They had the opportunity to give him a tour and talk about recruitment & retention, accreditation standards, officer health & wellness and our Behavioral Health Unit.



MPD Activities for the Month

Community Engagement:

- On August 6, Milford Annual Night Out was held in Bicentennial Park. This free event featured live music and free food with police and emergency agencies, and community partners taking part in this relaxed engagement opportunity. Several agencies and organizations showcased their vehicles and various services sharing valuable information with the public. S/Cpl. Bloodsworth worked with multiple police department personnel to include Capt. Wells, Sgt. Maloney, and Sgt. Swan to organize this yearly event.



- S/Cpl. Golding continued visiting with apartment complex managers of Brightway Commons and Linstone Lane to assess their concerns. He then shared the information with uniform personnel to increase departmental awareness of current or expected problems. This communication is important to increase safety for both the residents and responding officers.
- S/Cpl. Bloodsworth has been in discussion with the Delaware Attorney General's office to hold a Senior Fraud Presentation in the Police Department Community Room. This will be held in early October in conjunction with the department's Annual Faith & Blue Weekend. This event will be open to the public to provide information and resources to prevent older citizens from becoming victims of scams/fraud.

- Lt Smith, S/Cpl. Bloodsworth and S/Cpl. Golding met with Milford School District personnel to discuss topics for the upcoming school year and future items of interest for the new Milford Middle School. This meeting was productive and we are looking forward to the new school year and having a positive impact on our students. S/Cpl. Golding is excited about his first full year as a new SRO and will complete his NASRO certification training at the end of September. S/Cpl. Bloodsworth also attended a portion of the school district in-service training involving the implementation of a new safety team structure and is looking forward to the positive changes at all of our schools.



- K9 Mason performed a quick demonstration for a fellow officer’s family at the police department.
- K9 Raven performed a demo at Greenwood’s Night Out.



- K9 Raven performed a demo at Felton’s End of Summer Bash.



Emergency Preparedness:

- Chief met with the Milford School District Administrators during their summer retreat to discuss various issues and concerns.



Training and Professional Development:

- One officer attended Green Lab Cannabis Enforcement training held at the Chesapeake Regional Safety Council in Windsor Mill, MD.
- Two officers attended TacOps South (National Tactical Operations Conference) held in Nashville, TN.
- Two officers attended The Reid Techniques of Investigative Interviewing and Advanced Interrogation Techniques training in Baltimore, MD.
- Two officers attended the FBI LEEDA Executive Leadership Institute training held at the Dover Police Department.

Community Room:

- We had eight (8) organizations use the community room in August.

New Initiative:

- During the month of August, we designated two “Exchange Zone” parking spaces in our front parking lot. These parking spaces as designated as a safe zone for child custody and internet purchase (i.e. Social Media/Internet Marketplace) exchanges. These parking spaces along with the other parking spaces in the front parking lot our under video surveillance 24/7.



Upcoming Event:

- 2024 Faith & Blue Weekend: October 11 through 14



Please plan to join us on **October 11-14**
for the
2024 NATIONAL FAITH & BLUE WEEKEND!

Behavioral Health Unit:
Milford Police Department – August 2024 BHU Statistics
Jenna Haines, LCSW, MSW, DE-CMHS
Gregory Bisset, LCSW, C-AADC
Danielle Blackwell, LMSW

Dates	Hours Worked	Meetings Attended/Hosted	Trainings Attended	# of NEW Contacts	New Contact Notes	# of Diversions from Arrest	# of Diversions from ER	# of Follow-Up's
August 1-August 4, 2024	57.5	1. Rural Subcommittee Meeting	1. Juvenile Psychiatric Illness & Suicidality	7	Referrals to Services: Homeless Resources Check the Welfare Public Assistance	0	1	5
August 5-August 11, 2024	89	1. Opioid System of Care Meeting 1. National Night Out	N/A	7	Referrals to Services: Check the Welfare 10-81 Public Assistance	1	4	6
August 12-August 18, 2024	84.75	1. City of Milford Council Meeting 2. Meeting w/ Senator Coons	1. Domestic Violence Awareness and Resources	10	Referrals to Services: Public Intoxication Check the Welfare Victim Services Public Assistance Victim Services	1	3	8
August 19-August 25, 2024	84	1. Delaware Housing Alliance Meeting 2. Meeting w/ Impact Life 2. Statewide Mental Health Clinician Huddle	1. Milford Senior Center Narcan Training Event	8	Referrals to Services: Public Assistance Check the Welfare 10-81 Homeless Resources	1	3	9
August 26-August 31, 2024	56	N/A	1. New MH Clinician training/orientation	6	Referrals to Services: Public Assistance Check the Welfare Unlawful Sexual Contact	0	0	6
Totals:	371.25			38		3	11	34
Year to Date Totals:	2358			300		38	50	229
Overall Totals:	8766.85			1514		131	185	1332

Social Media/Public Information Update:

Our Facebook page had 191 new followers for a total following of 15,679. Currently our followers are 34% male and 66% female. Posts during the month reached 135,248 people. Our top reach and top engagement post for August was the release of the new exchange zone parking spaces at the police department. The post had a reach of 56,455 and engagement of 13,724. Our second place top reach was our posts regarding our Annual Night Out Event with a reach of 43,601.

Our Instagram account had 10 new followers for a total following 2,121. Currently our followers are 38% male and 62% female. Posts during the month reached 2,711 people.

Our Twitter followers are 1,460.

Our Nextdoor posts reached 505 people during the month. Nextdoor reaches 3,259 members according to statistics provided by the website.

MPD News Releases:

August 12, 2024: Proactive Patrol Leads to Burglary Arrest

<https://www.milfordpoliced.org/news/Proactive-Patrol-Leads-to-Burglary-Arrest.htm>

August 27, 2024: Milford Police Urge Motorists to Prepare For Milford School District Students Return

<https://www.milfordpoliced.org/news/Milford-Police-Urge-Motorists-to-Prepare-For-Milford-School-District-Students-Return-3.htm>

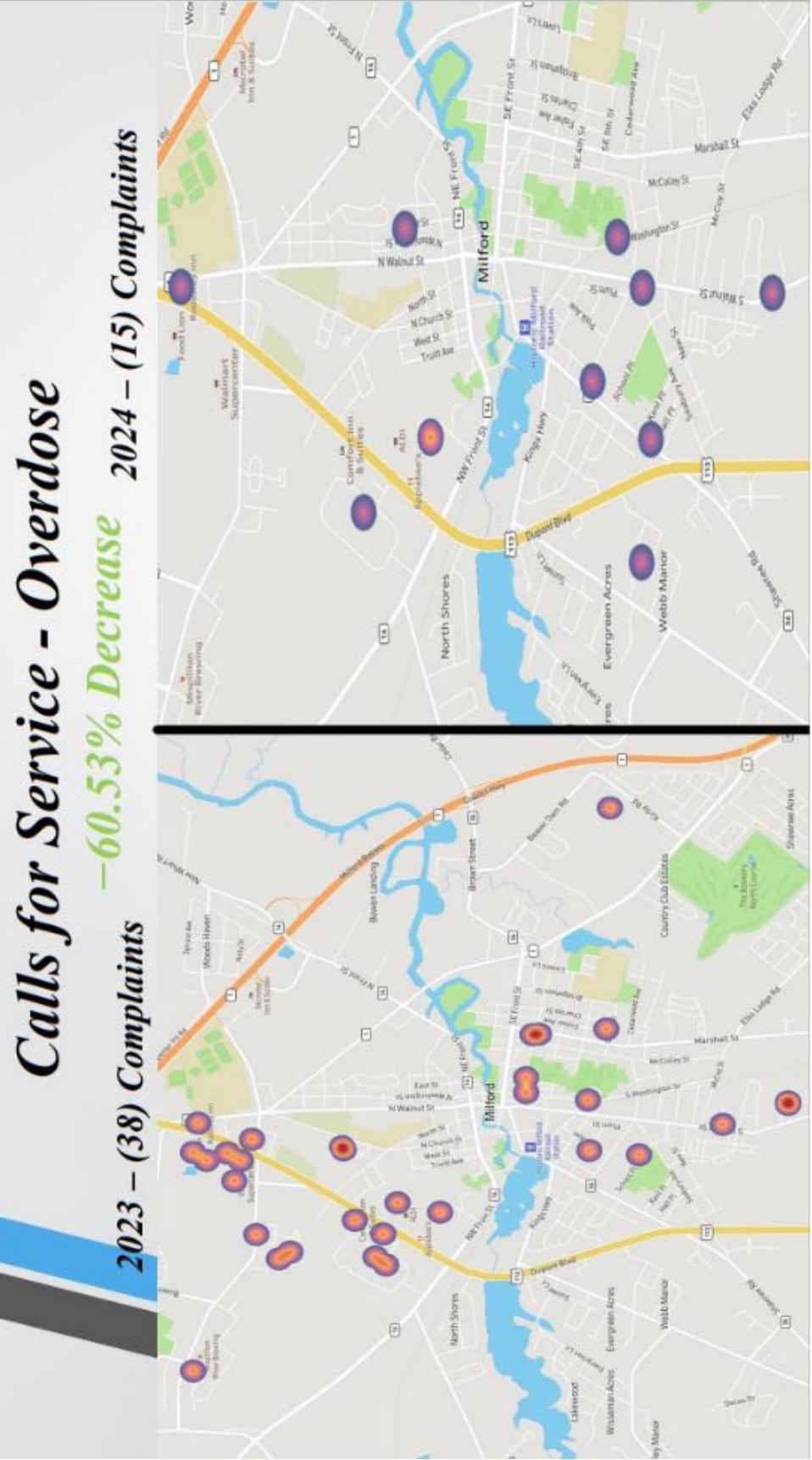
August 28, 2024: Collision Causes Route 113 to Close for Several Hours

<https://www.milfordpoliced.org/news/Collision-Causes-Route-113-To-Close-For-Several-Hours.htm>

**MILFORD POLICE DEPARTMENT
COMPREHENSIVE OPIOID, STIMULANT, AND
SUBSTANCE USE PROGRAM (COSSUP) GRANT**



CALLS FOR SERVICE OVERTDOSE 1 JAN. TO 1 SEPT. YTD 2023/2024



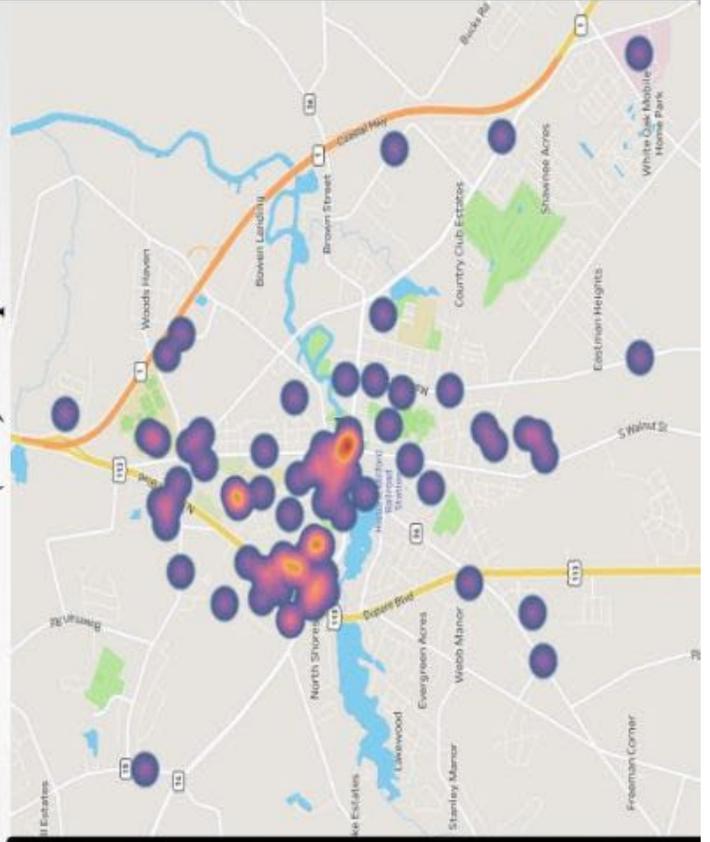
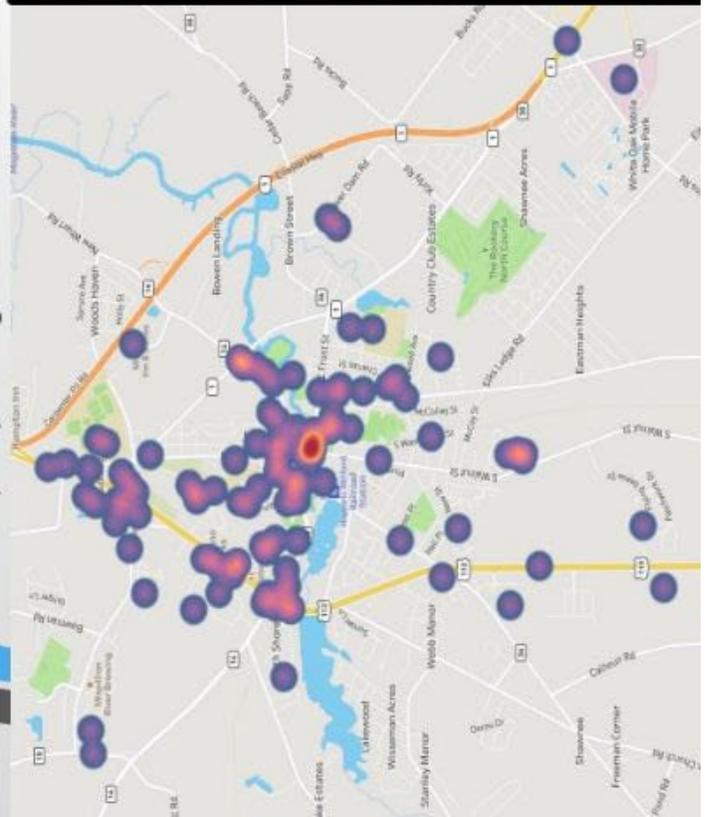
CALLS FOR SERVICE DRUGS 1 JAN. TO 1 SEPT. YTD 2023/2024

Calls for Service - Drugs

-38.73% Decrease

2023 – (204) Complaints

2024 – (125) Complaints



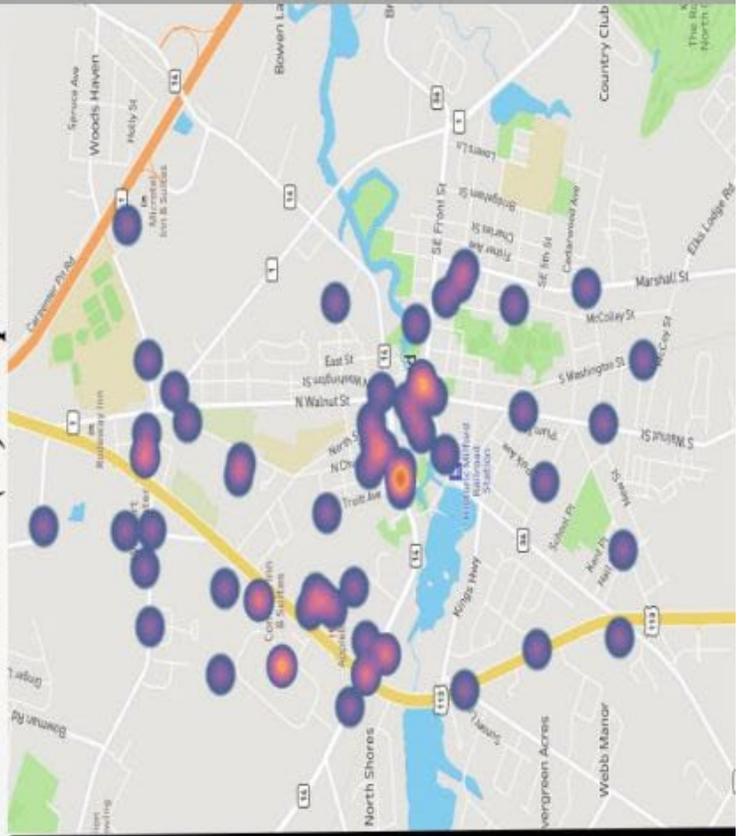
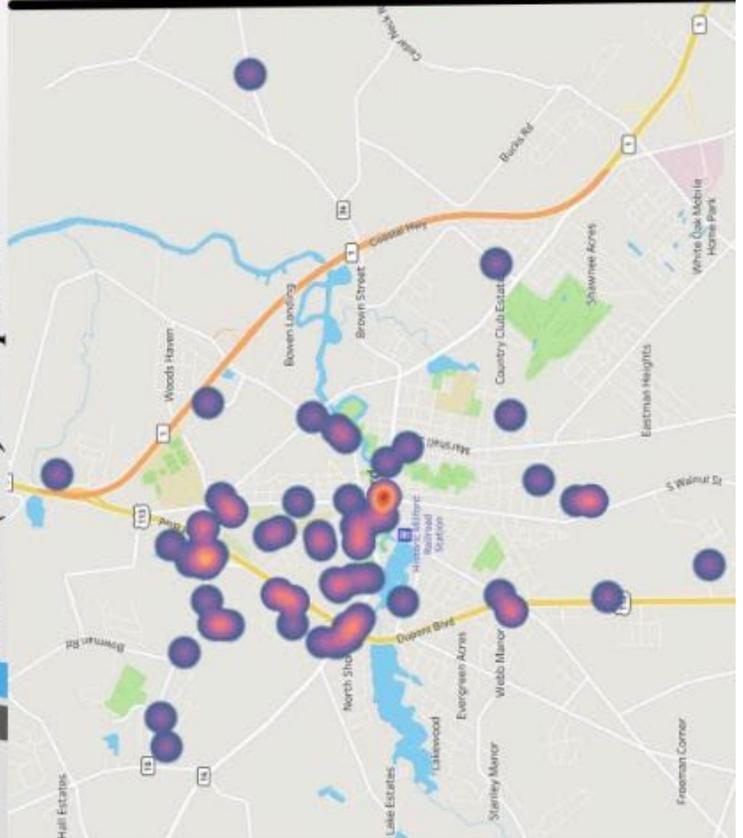
DRUG ARRESTS 2023 YTD V. 2024 YTD

Drugs Arrest

-12.5% Decrease

2023 - (104) Complaints

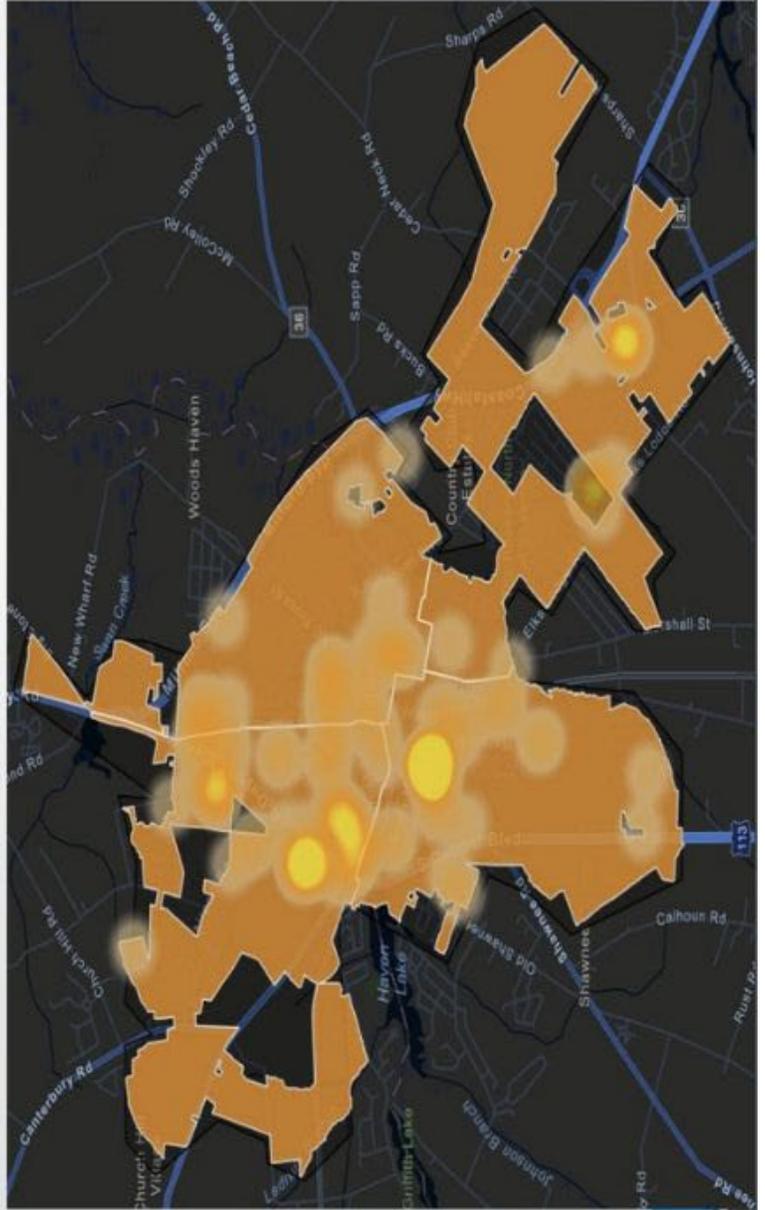
2024 - (91) Complaints



ODMAP HEAT MAP 2024 YTD

ODMAP Heat Maps

1 Jan to 1 Sep 2024







OFFICE of the City Clerk
201 South Walnut Street
Milford, DE 19963

Katrina L. White, MMC
O 302.422.1111 | F 302.424.3558
www.cityofmilford.com

DATE: September 1, 2024
TO: Mayor and Members of City Council
FROM: Interim City Clerk Katrina White
RE: August 2024

The month of August, I have been working on a plan to improve the efficiency of the Clerk's office and will work on setting goals for the department in September. I am also looking at the past process of updating the Code Books to determine what is still needed at this time.

- Coordinated the Council Orientation with the City Manager for Council members Zychal and Stewart.
- Met with a Diligent Implementation Specialist on August 13th to work on setting up the user list for the new meeting software.
- I also met with Nick Jones from IT to give feedback on the information that has been uploaded and organized in the new Docuware program.
- Attended the staff meetings where council meeting agendas and departmental information were shared.
- This month, worked along with the Employee Rewards & Recognition Committee to have another successful Back to School Backpack Drive. Attended a meeting with the Employee Rewards & Recognition Committee to make preparation for the upcoming City of Milford Employee Service Awards event on October 11, 2024.
- On August 22, 2024, I attended a virtual International Institute for Municipal Clerks (IIMC) training class.
- On August 23rd, I met with Joy Jordan, UDel Institute for Public Administration and Stephanie Colbourne, Delaware Municipal Clerks Association (DMCA) President, in reference to speaking with the Delaware Municipal Clerks during the 2024 Delaware Municipal Clerks Institute in September.
- Processed J1 Visa Support Request Letter with mayor to bring a Hospitalists Physician to Apogee Medical Group, Delaware, Inc.

Monthly Activities

Requests for information are still coming in and I continue to work with other Delaware municipalities assisting with policy, procedural, and related information.

- ❖ FOIA Requests to Date (75)
- ❖ Coordination of FOIA issues with City Departments to ensure Compliance
- ❖ Prepared Agendas & Packets for:
 - Council Meetings – August 12, August 26 & August 28 Workshop
 - Public Works & Utilities Committee – August 26
 - Board of Adjustment – August 8

Planning Commission August 20

Tree Preservation & Advisory Council – August 21

- ❖ Prepared Public Notices (5)
- ❖ Transcribed and Proofread Minutes (6)
 - Council Meeting
 - Finance & Audit Committee
 - Board of Adjustment
 - Planning Commission
 - Tree Preservation & Advisory Council
- ❖ Executive Sessions Year to Date (16)
- ❖ Notary Public Services Provided (1)
- ❖ Proclamations Created Year to Date (19)
- ❖ Resolutions Created Year to Date (14)
- ❖ Special Event Submissions to Date (31)

Special event applications continue to be submitted for processing. The Clerk’s office continues to work with applicants, other city departments and outside agencies to ensure proper preparation and direction. A list of previous and upcoming events in 2024 follows:

Permit #	Organization	Event Name	Event Date
2024 31	Chamber of Commerce for Greater Milford	Riverwalk Freedom Festival	9/21/2024
2024 30	St John the Apostle Church	Oktoberfest	10/4/2024 - 10/5/2024
2024 29	Alex Torres	Milford 3V3 Tournament	9/28/2024
2024 28	Milford High School	Homecoming Parade	10/4/2024
2024 27	Milford Community Parades Inc	Milford Community Parade	10/16/2024
2024 26	Kimberly Black	Matlinds Estates Yard Sale and Meet & Greet	9/2/2024
2024 25	Delaware Hospice Inc	Car Show	8/10/2024
2024 24	Word of Life Community Church	Take It To The Streets	7/19/2024, 7/20/2024, 7/21/2024
2024 23	Milford Museum	Hippie Fest	8/17/2024
2024 22	Food Bank of Delaware	Out Run Hunger 5K	6/26/2024
2024 21	Delaware Arts Alliance	Delaware Arts Alliance Community Engagement Launch Event - CANCELED	8/1/2024



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

PHONE 302.422.1111
FAX 302.424.3553
www.cityofmilford.com

To: City Council and Mayor
From: Mark A. Whitfield, City Manager
Subject: August 2024 Monthly Report
Date: September 4, 2024

- I continue to work with the museum folks on the lease for the former police station. We have several additional funding opportunities for improvements that we are investigating.
- We completed new Councilperson orientation with Councilman Stewart and Councilwoman Zychal on August 5. We will finish orientations in September with Councilwomen Kalesis and Connor.
- Mayor Culotta, Rob Pierce and I met with Key Properties regarding sewer service east of Route 1.
- Jamesha and I met virtually with Delaware Valley Health Trust regarding our interest in changing healthcare providers.
- I continue with work with James Puddicombe and Willis Shafer on potential changes to the sidewalk program.
- Brad Dennehy and I met with Chad Carter regarding the City Hall Plaza project.
- Valerie and I met with Lance Tressler who will begin his intern with the City through Salisbury University at the end of August.
- I met with Julia O'Hanlon and Lisa Allred from the University of Delaware IPA program regarding Anna Keating's internship.
- I attended the monthly executive board meeting of the Delaware Chapter of APWA.
- I met with Steve Weisner and Larry Comunale regarding their presentation to Council on August 28 on the Council Manager form of government.
- Solicitor Rutt and I continue to work on the ECM payment issue (NE Front Street) and the West Shores easement agreement.
- I continue to work with Scott Wilcox regarding the West Shores litigation.
- We have a failing storm water pond in the Masten Circle Industrial Park that needs to be addressed. The pond has not had any maintenance in more than 40 years. Crews are in the process of clearing and grubbing. A development project within Masten Circle requires storm water retainage, which can be done by expanding the existing pond. The developer has verbally agreed to make the needed repairs/modification at his expense to use the facility to satisfy the storm water requirements for his facility.
- As part of the software update for Code Enforcement, the implementer inadvertently emailed out 1700+/- \$0 invoices to residents. An email was sent by Rob Pierce on Thursday explaining the error and folks receiving the invoices could ignore them.
- A roll off (dumpster) container was placed on SE Front Street without City permission and without a DELDOT permit. A driver then struck the container on Wednesday evening, prompting us to have the container moved off the street.

- I met with Rossi Transportation Group regarding the Safe Streets for All grant application.
- I attended the Executive Board meeting of the Chamber of Commerce.
- Jamesha and I met with a candidate for the Economic Development/Community Engagement position.
- Rob and I met with Tsionas/Emory Hill regarding the development agreement for the Milford Corporate Center.
- Rob, Mayor Culotta, Councilwoman Kalesis, and I met with a developer regarding a subdivision plan that expired. A legal opinion will be sought from Solicitor Rutt on a legal path forward.
- The license agreement for an easement for West Shores storm water pond was sent to Sussex County Soil Conservation District on August 7 for their review. To date, we have not had a response from their solicitor.
- Information was sent to attorney Scott Wilcox regarding the West Shores bond on July 2. Several requests for additional information have been sent to Mr. Wilcox since July 2. He expects to file the Complaint in court in September. This will commence legal action against the developer and the bonding company for the completion of the roadway work.
- I last spoke with Jeff Riley of Freedom Development, the West Shores developer, on August 6. At that time the developer stated he was awaiting the final agreement from SCSCD to schedule the storm water work required. He also stated at that time, he expected to pave the roads as soon as the storm water work was completed.
- I met with Claudia Liester and Charles Hammond regarding the lease agreement for the old police station. They have stated the agreement between the Museum and the Chamber of Commerce will be an MOU in how they will share costs.
- We continue to work on possible land reconfigurations for the City's parking lot at NE Front/Washington Street. It appears we can create a parking lot that will be much more user friendly and provide the same number of parking spaces we presently have.
- Code Enforcement continues to deal with the property at 517 N. Washington. The property owner has addressed nearly all the violations and concerns that have been raised. We have had a third arborist look at the tree in question. While we do not have a written report, he does agree that the tree is not dead, nor does the tree impose an immediate threat to life or property.
- Chief Ashe and I met to discuss ways we can provide the public as well as Council information on utility outages. Currently we are using a reverse 911 system known as RAVE. It appears we can use the RAVE system for the notifications, with some set parameters.
- The financials and the trail balances have all been completed for the 2023 audit. Finance Director Vitola expects to transmit all materials to the auditors on Tuesday 9/3. We expect a 30 – 45 day turn around. We hope to have the completed audit for Council's acceptance in late October or early November.
- I received a citizen complaint on numerous code issues that have been perceived as not being addressed. I am working with Rob Pierce to address those concerns, and also to reiterate the need for code officials to follow up.
- Rob, Public Works Staff and I met with DELDOT engineers to review our application for TAP projects to be completed by DELDOT. The projects will require a 20% match by the City. A formal agreement is required, and we will have the agreements on the September 23 agenda for Council's approval.

- I spoke with Kimberly Blanch from Bebee Health about the Blue Project Delaware. Councilman James and I attended their presentation at the April SCAT Leadership breakfast and expressed our interest in City participation. There is not a financial obligation to participate, but there are opportunities for grant monies to go toward building healthier communities. Ms. Blanch will give a presentation to Council on September 23. Additionally, there will be kick off events held October 7, 8, and 9th.
- Staff met with engineers for Becker-Morgan and Tsionas Emory Hill regarding the Milford Corporate Center. The project is ready for bidding. We expect to receive bids early October with award by the end of October. We should be on track for a November ground breaking.
- Lou, Suzannah and I met with architects from DBF to begin the space planning for Customer Service and Finance. Architects will do some preliminary layouts.
- Several glitches in the new software have delayed the mailing of the real estate tax bills. The bills will be mailed out this coming Tuesday. Due to the delay, staff will be recommending to City Council to extend the deadline for payment until October 31. The deadline is written in code and cannot be done administratively.
- The City was called last week that the sewer line to the new Arby's was clogged. Further investigation showed that the contractor connected a 6" PVC pipe to a 4" Orangeburg pipe, and the Orangeburg pipe was partially collapsed. The PW Department pumped and hauled sewage from the cleanout through the weekend to keep Arby's in business. This week, public works crews installed a new lateral from the main to the Arby's cleanout.
- Lance Tressler and I met with Polco, the company that will be completing our national citizens survey. The program will be very similar to what has been done in the past, however, most of the surveys are now done on-line. Surveys are available in Spanish at no additional cost, however there is an upcharge to include Creole. Their proposal for the survey was within budget, and we will be moving forward for a January media blitz, and a February/March mailing.
- I attended a DEMEC Executive Board meeting.
- Jamesha and I met with our labor attorney on a personnel matter.

Public Works Department - AUG 2024	AUG 2024	AUG 2023	FY23 YTD (07/01/22-06/30/23)
Streets/Utility Division			
Signs Installed/Replaced	7 poles 10 signs	12 poles 22 signs	60
Curb Miles Swept	900	1,700	240
Sewer Lines Flushed (in feet)	23,550	26,000	2,500
Sewer Back-up Response	2	1	12
Sewer Line Repaired	1	0	0
Water Hydrants Flushed	23	7	250
Fire Hydrants Replaced/Installed	0	1	6
Water Line Repair	1	1	4
Water Valves Exercised	16	5	54
De-icing Salt Used (tons)	0	0	0
Potholes Filled - Cold Patch	25	12	120
Potholes Filled/Spray Patch - Gallons Emulsion Used	100	need to get more	14
Leaves Collected (Tons)	0	0	0
After Hours Calls	10	Data Unavailable	12
Crack Sealing (pounds of sealant used)	210	200	0
Work Orders Completed	7	Data Unavailable	34
Storm Sewer Inlets Cleaned	120	85	150
Street Closures/Festivals	0	3	3
Engineering Division			
Utility Locates Completed	316	Data Not Received	Data Unavailable
Infrastructure Work Orders Completed	31	Data Not Received	Data Unavailable
Backfill Inspection Work Orders Completed	36	Data Not Received	Data Unavailable
Operations Division			
Fleet Work Orders Completed	52	Data Not Received	34
Fuel Use-Diesel (Gallons)	3,123.05	3,147	5,467
Fuel Use-Gas (Gallons)	5,678.01	4,655	8,662
Blue Def (Gallons)	87.46	80.91	X
Solid Waste & Facilities Division			
Refuse Collected (Tons)	367.43	371.67	312
Recycle Collected (Tons)	94.98	75.72	95
Yard Waste Collected (Tons)	70.05	85.7	57.3
Missed Collections	33	50	Data Unavailable
Bulk/Brush Collection Requests Completed	61	81	76
Containers Delivered	57	43	35
Containers Serviced (Swap, Replacement, Removed)	37	17	42
Facilities After Hours Calls	4	Data Unavailable	Data Unavailable
Facilities Work Orders Completed	15	Data Unavailable	Data Unavailable
Water & Waste Water Facilities Division			
Water Treated (Millions of Gallons) 8 Months	89,617,500	92,357,800	670,040,400
Waste water transfer(millions of Gallons.) 7 months	92,905,000	76,162,000	651,585,000
Work Orders Completed	Data Not Received	Data Unavailable	118
Pump Stations Cleaned	Data Not Received	Data Unavailable	0
After Hours Calls	4	Data Unavailable	6

August 2024

Public Works Accomplishments

Building Maintenance / Solid Waste - Brian Jester

- Had door fixed at Parks & Rec Main
- Put together new tables and chairs for PW conference room
- Fixed front door at City Hall
- Maintenance on the doors at well stations & pump stations
- Replaced damaged ceiling tiles at Finance
- Had remaining carpet cleaned at City Hall
- Hung tv in Willis's office

Engineering – James Puddicombe

- Performed GPS survey of 4th St for stormwater and road design
- Interns completed a large portion of the Lead Service inventory and entered it into the GIS which is now ready to be transferred into the state system and customers notified
- Coordinated with the state DPH on multiple approvals to operate for the ongoing streets project and several developments.
- Completed conditional walk throughs at Cypress Hall and Milford Ponds.
- Held a follow up meeting with Hickory Glen regarding offsite improvements along Holly Hill Road and internal site reconfiguring.
- Met with Chesapeake utilities to discuss alternative routes for gas infrastructure to alleviate shortages in the southwest portion of town.
- Responded to two emergency water main strikes within developments.
- Met with Watergate Development regarding a partial turnover of the development and the completion of utilities and streets in the existing areas.
- Met with Simpsons Crossing to discuss an issue regarding a stormwater pipe issue which is causing DelDOT to hold final paving of S Walnut St.

Fleet (Solid Waste)

- Sw-11 had two new batteries installed
- Sw-11 towed in, won't start 8/19/24- Vinny diagnosing truck SW-11 back in fleet 8/19/24 9 am
- Swi-11 has cylinder being replaced out until 10 on 8/26/24
- SW-28 still in body shop for repairs since 7/29/24

Streets/ Utilities- Charles Nordberg

- Replace meter pit at 258N.Rehoboth.
- Clean up from windstorm or possible of a tornado.
- Clean up from 7 inches of rain in 30 minutes throughout town storm drains and roadways.
- Crews unloaded the tractor trailer load of trash cans yard waste and recycling.
- Clean up a tree at 9 9th St that went down in a storm on 19th.
- Crew chipped Plum St. with pothole patcher.
- Clean up 113 intersections from dump truck roll over.
- Sewer line replacement at Arby's
- Water leak at Milford ponds

Water/ Waste Water- Steve Ellingsworth

*Accomplishments attached.

August Monthly Accomplishments 2024

1. Finally, The Vehicles have arrived.

First, we have replaced a 2011 Ford F450 dump body truck, Replacing with a 2024 Ford F450 dump body truck with snowplow. W-8 - (Photo below)



2. Second, we have replaced a 2006 ford F350 pickup, Replacing with a 2023 super duty F-350 with electric tail gate and snowplow. W-15 (photo below)



3. Tenth street treatment plant Roof fan repaired. Khun's construction did the work.
4. Generators serviced by Roy's Electric
5. Milford ponds high level issues due to line bore through sewer main during comcast fiber drilling. Heavy rain causing mud to come in sewer main to pump station. Contractor will have Roto Rutter and Keller's clean out and vac lines back to station. All completed on 8/28/24
6. Milford Crossing Muffin Monster (Grinder Pump) clogged with Cable pull strap. – photo below.



August 28th Milford Crossing grinder.



Milford Crossing grinder after cleaning.



PUBLIC WORKS FACILITY

180 Vickers Drive
Milford, DE 19963
www.cityofmilford.com

Anthony J. Chipola III, Electric Director
PHONE 302.422.6616, Ext 1137
achipola@milford-de.gov

To: Mayor and City Council
From: Anthony Chipola, Electric Director
Subject: August 2024 Electric Dept Staff Report
Date: September 4, 2024

Director's Office

- Attended DELDOT Monthly Mtg
- Continued working with GIS Analyst (Z. Lawson) on GIS maps for electrical infrastructure
- Met w/ DEMEC regarding Potential Battery Storage Project
- Met with DBF and PW to review yard layout and pole building requirements
 - Future mtg to visit DEC warehouse for potential layout options
- Held all hands meeting with Electric Department to reinforce expectations, care and use of equipment, and safety related topics
- Participated in Strategic Plan Quarterly update
- Participated in Monthly AMI Call w/ AMP
- Met w/ DELDOT and their Contractors regarding Light base issues as part of the NE Front St TAP Project
- Attended Lunch and Learn Demo for Fault finding equipment
- Met with IT to discuss Business continuity as pertains to SCADA
- Attended DEMEC Special Board Mtg
- Participated in interview process for Econ Dev and Comm Engagement Admin
- Hosted council persons Zychal and Stewart for overview of Electric Department and toured Delivery 2 Substation
- Continued evaluating Load Flow Analysis Software
- Continued evaluating Fiber Network software

Electric Lines

- Participated in Electric Dept All – Hands Mtg
- Participated in National Night Out Event
 - Displayed Equipment and provided Hands-on Demo for Public
- Reinstalled Refurbished Regulator for 150 Ckt
- Replaced Regulator w/ spare on 240 Ckt. Original sent for refurbishment
- Continued vegetation management activities for Circuit 250
- Investigated various outages with unknown causes on the 150 circuit
- Continued construction activities for New Business
- Developed various estimates for new developments
- Responded to various outages

Technical Services and Engineering

- Developed Switching Plans for the 240 regulator and 150 regulator
- Investigated and Ordered new CT's for the 240 Circuit breaker
- Sorting list of unreachable meters/wall-mounts that AMP sent to determine what needs to be repaired and what requires further investigation
- Investigated and repaired a faulty float backup control system at Milford Ponds Pump station.
- Worked with customer service and AMP to identify an issue with billing demand reads.
- Replaced a failed pump control plc at Truitt pump station.
- Identified water meter registers with incorrect programming from the manufacturer Mueller. Mueller is replacing the order with correct units.
- Met with various contractors to specify metering equipment and advise on installation.
- Processed multiple applications for solar panel interconnections

System Modernization Strategy Update:

Critical Path(s):

Finalization of Electrical Infrastructure Mapping

Continue auditing power quality issues identified through Meter Data Management tool (ie voltage events)

Next Steps:

Engage Engineering Consultant on leveraging current systems and infrastructure for CVR implementation and develop scope of work.

EV Charger Statistics	<u>Previous Month</u>	<u>Current Month</u>
Unique Drivers	78	75
# of Sessions	186	184
Energy Delivered (MWh)	5.55	4.71

Total Avoided Greenhouse Gas Emissions:

15,762kg

Other:

Thank you to **Matt Patterson**, **Gabriel Wagner**, and **Shelly Muise** for supporting the National Night Out

- Handed out approx. 200 Storm Prep Information & Coloring Books
- Displayed Equipment
- Provided Hands-on Demo for Public



Electric Department -August 2024	August 2023	August 2024	FY24 YTD 07/01/23- 08/31/23)	FY25 YTD <i>(07/01/24- 08/31/24)</i>
Electric Division				
Trouble Service Call	24	44	43	78
Work Orders Completed	45	77	95	132
Outages	9	11	20	24
LED Street Lights Replaced	10	0	9	1
New Service Install	3	12	14	19
Poles Replaced	12	0	3	2
After Hours Calls	12	21	29	40
Vegetation Control (Days)	12	11 days + Asplundh	Asplundh	23 days + Asplundh
Technical Services Division				
New Electric Service Installed/Meter Set	31	59	23	85
New Water Service Installed/Meter Set	5	34	14	55
Electric Meter Replacement	10	5	10	8
Water Meter Replacement	71	69	56	141
Work Orders Completed	683	345	1,397	697
After Hours Calls	3	10	3	18

11 documented outages, 4 vegetation, 4 equipment failure, 1 bird, 1 squirrel, and 1 lightening. 2 Large Storms for the month caused various other trouble service calls for limb removals, check wires, etc.

TO: Mayor and City Council

FROM: Rob Pierce, AICP - Planning Director

DATE: September 4, 2024

RE: August 2024 – Planning Department Staff Report

- The City went live with Tyler Enterprise Permitting & Licensing on August 20, 2024. Planning Department and Public Works Department staff, along with assistance from Finance and IT, have spent considerable time over the past 9 months (46 implementation days) working with Tyler Technologies to configure, convert and implement the new software. The new software has a public facing portal (link provided on the City website) where residents, contractors, business owners and developers can submit building permit applications, license applications, land use applications and schedule inspections online. Allowing online reviews should reduce paper files and streamline the process while allowing concurrent reviews from various departments. The online portal also allows the customer to track the application review process. There is a search public records option on the portal that allows the public to view permit, license, code violation and inspection history on properties going back to 2004. The new system is functioning; however, staff will continue to refine workflows, processes and documents during the upcoming weeks and months. We are proud to state that the migration to EP&L caused minimal disruption to our customers.
- During the first eight months of the 2024 calendar year, the City issued 178 new residential dwelling construction permits.
- The City of Milford has seen 220 projects with a committed investment of over \$36.7 million within the Downtown Development District (DDD) area since September 2016 (based on permit valuations from submitted applications). The State of Delaware has committed or awarded over \$4.4 million in grant funds for both large and small commercial and residential projects in Milford. The City has waived over \$1,059,000 in permit fees and taxes associated with these projects in accordance with Chapter 19 Economic Development and Redevelopment and DDD program guidelines (click the below link to see project locations).
<https://maps.milford-de.gov/portal/apps/webappviewer/index.html?id=4ae5fcb23f0c466b924cecc41fc1db46>
- The Planning Commission will review a revised landscaping plan for the Lab at Seascape project at the September meeting.
- The Board of Adjustment will review five applications at the September meeting. Three applications are from Sussex Habitat for Humanity who propose to construct three new single-family detached dwellings in the Downtown Development District area on small parcels. Another

application is for the reconstruction of a two-family structure on the 400 block of N. Walnut Street. The last variance application relates to a proposed 16-unit expansion at Mispillion Apartments.

- The City received a final site plan submission for Bayside Gymnastics and is currently reviewing the plans.
- The City reviewed a preliminary conditional use application for a Mavis Discount Tires for one of the outparcels in front of the Cypress Hall Shopping Center and provided comments to the applicant.
- The City reviewed a preliminary site plan for Recover Solutions, LLC for the construction of a new office building at 117 E. Liberty Way in Independence Commons and provided comments to the applicant.
- The City reviewed and approved the drive-thru modification to the existing Chick-fil-A restaurant.
- The City received a resubmission of the proposed PUD revision and Phase II Preliminary Major Subdivision application for Milford Ponds and is currently reviewing the plans.
- The City reviewed a final major subdivision resubmission for the Riverwalk Villas development and provided review comments to the applicant.
- The City reviewed a final site plan resubmission for the Caliber Collision project and provided plan review comments to the applicant.
- The City reviewed a water utility plan submission for the Nuevo Amanecer Spanish Church of God of Prophecy on S. Rehoboth Boulevard and provided comments to the applicant.
- The City received a Utility Feasibility Study request and a Preliminary Major Subdivision application for the Carlisle Lane townhouse development on Truitt Avenue and is currently reviewing the plans.
- The City received a preliminary major subdivision application for Cypress Hall Phase III.
- Staff worked with KCI and Becker Morgan Group to get the Milford Corporate Center project out to bid. The City is anticipating a bid award in late October.
- Attended meeting with Dover/Kent County MPO regarding the East/West Freight Route Study for Kent County.
- Attended a project coordination meeting for the Hickory Glen development.
- Met with KCI Technologies to review staff comments related to the two downtown streetscape projects.
- Met with DeIDOT to review the status of three Transportation Alternatives Program applications (NE Front Street Phase II, NW Front Street Phase I, S Walnut Street).
- Staff attended the weekly ERP Project update meetings.
- Planning Department staff attended 80 hours of ERP implementation sessions.
- The Permit Technicians and Code Enforcement Officers finished Haitian Creole training.
- Staff continues to research options for the implementation of a historic preservation ordinance and is currently developing draft language with the Planning Commission.
- Staff is in the beginning stages of preparing for a Downtown Development District renewal application submission. Our current designation expires in 2026 and the State has provided an application for current districts to renew their designations for another 5 years. The renewal would extend our designation until 2031.

- Staff continue to work towards implementing the goals and objects of the 2018 Comprehensive Plan, SE Master Plan, Downtown Development District (DDD) application, Rivertown Rebirth Master Plan and Strategic Plan (see below links).

- [2018 Comprehensive Plan & SE Master Plan \(Click Here to View\)](#)
- [Downtown Development District Plan \(Click Here to View\)](#)
- [Rivertown Rebirth Master Plan \(Click Here to View\)](#)
- [Strategic Plan – Press Play: Vision 2023 \(Click Here to View\)](#)

Case Activity:

	Count
New Cases	39
Cases Closed	4
Open Cases at Start of Period	454
Open Cases at End of Period	488

*347 open cases are for weeds/grass which stay open until the end of the year.

Violation Activity:

New Violations Cited	Count
Animals	0
Building	0
Exterior Property Areas	0
Exterior Structure	0
Floodplain	0
Interior Structure	0
Legacy	2
Licensing	0
Noise	0
Residential Rental	0
Right-of-Way	0
Rubbish	3
Sidewalk	0
Unregistered/Inoperable Vehicle	0
Vegetation	34
Zoning	0
Total	39

Rental Licenses Issued: 10

Vendor Licenses Issued: 0

Contractors Licenses Issued: 19

Business Licenses Issued: 14

Building Permits Issued:

Permits Issued by Type	Count
New Townhouse	16
New Single-family Detached	9
Fence	6
Sign	3
Roof	2
Shed	2
Addition	2
Residential Interior	1
Siding	2
Interior Renovation	1
Demolition	1
Exterior Renovation	1
Solar	1
Pool/Spa	1
Ramp	1
Utility Legacy	2
Electric	1
Total	52

Inspections Performed:

Inspections Performed by Type	Count
Footing	16
Foundation Wall	8
Slab	12
Waterproofing	2
Foundation As-built	5
Framing	57
Dry-in	7
Insulation	20
Energy Final	16
Final	37
Residential Rental	19
Total	199

PARKS & RECREATION DEPARTMENT
207 Franklin Street
Milford, DE 19963



PHONE 302.422.1104
FAX 302.422.0409
www.cityofmilford.com

TO: Mayor and City Council

FROM: Brad Dennehy-Parks and Recreation Director

DATE: 9/3/2024

RE: August 2024 – Parks and Recreation Staff Report

Parks

- Weekly refuse collection was performed on all City receptacles in the parks and downtown areas.
- August was a wet month, with several storms. Grass grew faster than usual, and crews were kept busy with grass cutting at all City owned facilities.
- Storms also resulted in several trees coming down throughout parkland which crews then cleaned up.
- Parks crews also continued to perform a variety of maintenance projects.
- Part-time staff continued to water flowers in the hanging baskets and throughout the downtown throughout August.
- Several of the flower beds throughout the city were de-weeded.
- Staff continue to monitor and address any issues which are submitted by the seeclickfix app.
- Crew assisted with the Milford Police night out with preparing Bicentennial Park, ensuring the electric was on in the park, providing tables and chairs, and additional trash cans.
- Several new life rings were installed along the Riverwalk, as we continue to replace the old yellow cabinets with the new red ones.
- Repairs were made to the guardrail alongside the Riverwalk, west of the Walnut Street bridge. This no longer poses a safety concern.
- Deteriorated deck boards were removed at the floating dock by the dog park. New composite deck boards were installed.
- Some replacement equipment was received as part of our replacement CIP including two zero turn mowers and two UTVs (John Deere Gators).
- Two flagpole ropes were replaced with flags due to storm damage.
- Staff performed a big clean up at the Can-Do playground. We have coordinated with a recreation manufacturer and are waiting on scheduling to have several maintenance items addressed, including surfacing.

- Staff is trialing a new product called “Goose Scram” in attempts in combating the issues we have with migratory Canada geese.

Other

- Park Superintendent attended the monthly Riverwalk freedom festival meeting, scheduled for 9/21/24.
- Park Superintendent the monthly safety committee meeting.
- Director participated in the council orientation with two new council members.
- Director met with City Manager and design consultant regarding City Hall Plaza and Open house for Deep branch park. Open house is scheduled for 9/12 at City Hall from 5-7pm. City Hall Plaza likely to go out for bid this Fall.
- Staff continue to embrace and use the new Tyler Munis workorder system.
- All Mileage was obtained on all vehicles assigned to P&R for the mechanic’s log.
- Director met with City Manager, Public Works Director, Planning director and City Engineer regarding TAP projects with DeIDOT. The DeIDOT was informed of the need to get a MOU signed so we can move forward with the restroom downtown.
- Director met with Charles Nordberg and members of Chesapeake utilities about construction impact of extending natural gas down SE Front Street, along the pop-warner field to the elementary schools.
- Director coordinated an electrician to fix multiple issues in the parks including the lighted handrail not working.
- Director attended the strategic plan meeting.

Recreation

I. Summer Programs

- **Pickleball Camp**
 - Pickleball camp capped off on the August 13th.
 - Players were introduced to the fundamentals of pickleball, learning foundational skills that will allow them to play independently anywhere.

II. Fall Program Information

- **Tiny Tykes**
 - This program is set to begin on September 4th and run for a total of 5 weeks ending on October 2nd.
 - It will be held at Marvel Square Park located directly behind the Parks & Recreation office.
 - This program is designed for toddlers ages 3 - 4 and will introduce basic motor skills surrounding select sports. Parents are required to be present and active

during this program. Parents will assist their toddler with preset drills organized by the program's instructor.

- **Fall Soccer**

- This program is set to kick off on September 3rd and run for a total of 8 weeks ending October 26th.
- This program will be hosted at Tony Mispillion Park located behind the Milford Boys & Girls Club.
- Fall soccer will feature an instructional program for players ages 5 – 6 intended to prepare them with foundational knowledge and skills that they will use as they move up into our competitive leagues.
- Our leagues start at age 7 and finish off at age 14. Players are allotted one practice a week and one game every Saturday.

- **Field Hockey**

- This program begins September 8th and will run for 7 weeks ending September 20th.
- Milford High's lower turf field will be the host location for this program.
- This program is for players ages 7 – 12, with the goal to introduce them to the ins and outs of the sport.

- **Pickleball League**

- Our fall Pickleball League has been overwhelmingly popular.
- We currently have 16 teams totaling 32 players.
- This program started on August 26th and will run until October 14th.
- We meet every Monday at the new pickleball courts located downtown across from the Public Library.

- **Tennis**

- This program will start on September 9th and run for a total of 7 weeks ending October 23rd.
- The program will take place at the Milford High Tennis courts.
- This program features two separate sections, a Beginners section that introduces new players to the fundamentals of the sport. Our Intermediate deep dives further in techniques that can be used to improve one's game.

- **Adult Kickball**

- Adult Kickball starts September 4th and will run for 8 weeks ending November 6th.
- This program takes place at the Milford Little League fields.
- This program is great exercise for those looking for activity after work. Last season featured a total of 5 teams. Each team is guaranteed a total of 8 games in a season.

MILFORD PARKS & RECREATION:

INSTRUCTIONAL SOCCER 5-6

Start Date: 9.17.24 on Tuesdays
 Start Time: 5:00-5:45pm
 Location: Silicato Park; Small Fields



FALL SOCCER 7-8 & 11-14

Start Date: 9.5.24 on Thursdays & Saturdays
 Start Time: 5:00-6:00pm
 Location: Silicato Park; Small Fields & Large Fields.



FALL SOCCER 9-10

Start Date: 9.3.24 on Tuesdays & Saturdays
 Start Time: 5:00-6:00pm
 Location: Silicato Park; Large Fields.



FIELD HOCKEY 7-12

Start Date: 9.8.24 on Sundays
 Start Time: 1:00-2:30pm
 Location: Practice Fields; Milford High School



TENNIS

Start Date: 9.9.24 on Mondays & Wednesdays
 Start Time: 5:00-6:30pm
 Location: Milford High School Tennis Courts



CONTACT:

302-422-1104 ext 1600
 webtrac.milford-de.gov/



ADULT PICKLEBALL LEAGUE

**Starts: August 26th
 Ends: October 21st**

Monday Evenings

Fee: \$60



<https://webtrac.milford-de.gov>



**FEE:
 \$120**

**12 PLAYER
 ROSTER MAX**

**MINIMUM OF 3
 CO-ED PLAYERS**

**MUST BE OVER
 18**

ADULT KICKBALL



**STARTS
 SEPTEMBER
 4TH**

**ENDS
 NOVEMBER 6TH**

**WEDS
 NIGHTS**
 (SUBJECT TO CHANGE)

**REGISTER ONLINE:
 WEBTRAC.MILFORD-DE.GOV**





HUMAN RESOURCES
10 SE Second Street
Milford, DE 19963

PHONE 302.424.5142
FAX 302.424.5932
www.cityofmilford.com

TO: Mayor and City Council

FROM: Jamesha C. Williams, MBA, MSL, IPMA-CP- Human Resources Director

DATE: September 3, 2024

RE: August 2024 –Human Resources Department Staff Report

- Onboarded employees in the following job positions:
Public Works Equipment Operator II-Solid Waste
Intern-City Administration (Partnership with Salisbury University)
- Attended HR/Payroll Tyler Munis Sessions, anticipated Go-Live Date-Pending
- 2024 Holiday Party: Friday, December 13, 2024-Carlisle Fire Co Inc, 6:30pm-10:30pm
- 2024 Service Awards: Friday, October 11, 2024, Parks and Recreation 11:00am-3:30pm
- Working with City Council on the City Clerk interview process.
- Job offer extended for the position of Economic Development & Community Engagement Administrator.
- Worked with the Safety Committee to develop a Safety Starts With Me Campaign Pledge that will be released in September 2024.
- Submitted Municipal Equality Index (Human Rights Campaign) data to increase 2024 score rating.
- City employees completed Haitian Creole training with Instructor Duvanel Louis from the Milford School District.
- No current job vacancies. 2 open positions, status noted above.

Date: September 2024
To: Mayor and City Council
From: Bill Pettigrew
Re: September 2024 Information Technology Department Staff Report

Round Two of Council Member Orientations – IT would like to thank the City Clerk & City Manager for setting up the 2nd round of new council member orientations and thank the two-council people for the time to meet with the IT department, I love to speak about the great work our staff does.

Docuware City Wide Document Management – We have started the next phase with Docuware which is the conversion of the legacy Laserfiche software. Once completed all scanned documents will be on one platform for searches and retrieval.

Network Infrastructure Upgrades - - The items that were backordered are starting to arrive, these devices will allow us to be able to remotely reset switches and shutdown our network in case of issues including ransomware. This could also double as a redundant internet connection using cellular in an emergency.

Tyler Munis ERP – We still have some HR & Payroll issues with Tyler we identified the problems, and Tyler is still working through the list. Enterprise Permit and Licensing (EP&L) has gone-live. Tax bills have been mailed.

IT Physical Access Control (CIP) – All parts are now at Advantech and are being prepared for installation, allowing us to check a few boxes on or cybersecurity goals once completed.

Datto Cloud Backup / Disaster Recovery & Business Continuity – We are fully functional and tested, I will remove this off of my report, this is our biggest protection against a cyber-attack or natural disaster.

State Local Cyber Security Grant – Milford's request for reimbursement has been entered into the DEMA system, this will be for the OKTA Single sign on & Adaptive MFA protecting us from the ever barrage of cyber-attacks.

[Business Impact / Business Continuity Plan](#) – Coordinated Response is now starting to work with other departments to complete the BI/BC.

[Milford Hosting DEMEC's Cyber Security Roundtable](#) – Milford is hosting DEMEC's quarterly meeting on Tuesday September 10th, which unites many municipalities across Delaware to discuss cyber security issues. I will be speaking about the vast upgrades Milford has completed in the last 2 years.

[Riverwalk Public Wi-Fi \(CIP\)](#) – After almost 2 years we are operational and in setup and testing. We are waiting on an electrician to install the access points to get coverage over the Riverwalk area. Currently our access is around the pickleball court for testing purposes. Once all access points are installed and calibrated, we will start formal testing, and give access to the farmers market then open it up to the public. With the mayor and council's help we would like to do a press release and are open for quotes.

This is our current public wi-fi legal disclaimer...



Welcome to Milford-Free

Welcome to the City of Milford's Public WIFI

You must consent to the following to access the internet.

By connecting to the public Wi-Fi network provided by the City of Milford, you agree to the following terms and conditions:

1. **Usage Responsibility:** Users are responsible for their own internet activity while connected to the public Wi-Fi network. The City of Milford is not liable for any content accessed or actions taken by users during their connection.
2. **Security Risks:** Public Wi-Fi networks may be subject to security risks, including but not limited to unauthorized access, interception of data, and malware. Users are advised to take appropriate precautions, such as using secure websites (HTTPS) and employing personal firewall and antivirus software.
3. **No Guarantee of Service:** The City of Milford makes no guarantee regarding the availability, speed, if or reliability of the public Wi-Fi network. Service interruptions may occur without prior notice, and the city is not liable for any losses or damages resulting from such interruptions.
4. **Privacy:** While the City of Milford endeavors to protect user privacy, the nature of public Wi-Fi networks means that data transmitted over the network may be visible to others. Users should avoid transmitting sensitive information, such as passwords or financial data, over the public Wi-Fi network.

5. Usage Limits: To ensure fair access for all users, the City of Milford reserves the right to impose usage limits or restrictions on the public Wi-Fi network. Users found to be abusing the network may have their access revoked.

6. Acceptance of Terms: By connecting to the public Wi-Fi network provided by the City of Milford, users acknowledge that they have read, understood, and agree to abide by these terms and conditions. Failure to comply with these terms may result in termination of network access.

Please note that these terms and conditions are subject to change without prior notice. Users are encouraged to review the most current version available



FINANCE DEPARTMENT
 10 SE Second Street
 Milford, DE 19963

PHONE 302.424.5140
 FAX 302.424.5932
 www.cityofmilford.com

To: Mayor and City Council
 From: Louis C. Vitola, Finance Director
 Date: September 5, 2024
 Re: August 2024 Finance Department Staff Report

- Monthly Financial Reporting
 - The Finance Report for the month ended July 31, 2024 was presented to City Council
- Training and Improvement Efforts

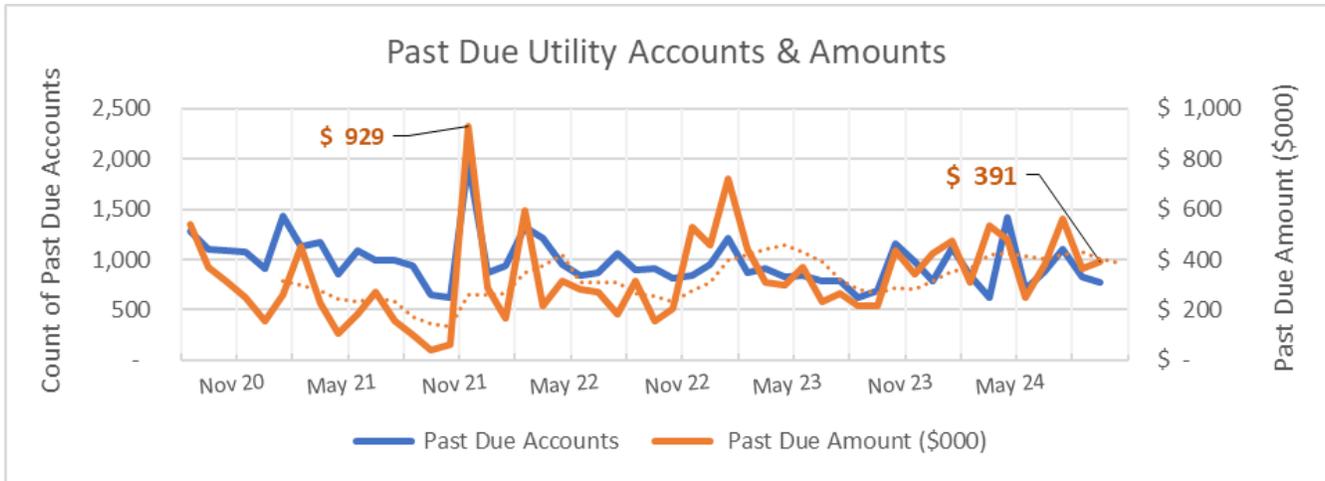
FINANCE DEPARTMENT TRAINING - AUGUST 2024

FINANCE DEPT TRAINING BY CATEGORY	GRAND TOTAL	FINC SUBTOT	C/S SUBTOT	NOTES
Accounting & Professional Certification	6.0	6.0	-	Finc: Procedures & Cross Training
Customer Service	-	-	-	
Management & Staff Development	-	-	-	
ERP, Software and Technology	174.8	34.8	140.0	Finc: HR/PR C/S: Tax Billing
MONTHLY TOTAL (HOURS)	180.8	40.8	140.0	187 TOTAL HOURS LAST MONTH

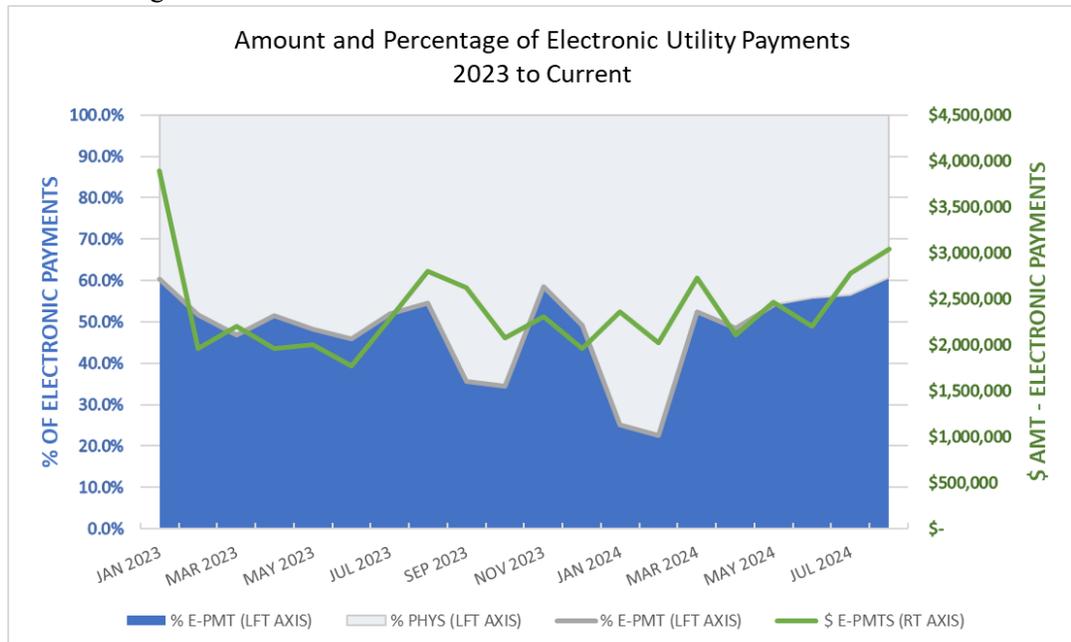
- Police Facility Project Financing
 - Finance Staff and the City’s Bond Counsel continue to work with USDA on permanent financing
 - Complete reconciliation will be provided to Council when all activity is processed and the loan closes
- FY23 Audit
 - The FY23 audit process has been delayed as a result of the extended FY21-22 processes
 - Staff and I worked aggressively to complete the FY23 trial balance and supporting schedules, which were submitted to the City’s auditors
 - Staff is transitioning to the production of the statements and footnotes while the auditors review the trial balance and supporting schedules
 - We are prepared for the fieldwork and testing that will follow in September
- Vendor payment processing utilizing EFT capabilities in the new system will promote payment efficiencies and reduce costs
- A process change related to electronic payments will improve the City’s already strong internal controls
- Billing & Customer Service Department
 - The new tax billing module in Tyler Munis went live as scheduled at the start of the new fiscal year
 - Customer Service Staff were trained during July and into August
 - After successful trials in the testing & training environments, the billprint process was hung up at several steps of the billing cycle, requiring Tyler research and corrective action
 - All issues were technical in nature and related to Tyler systems
 - Tyler resolved all critical issues; tax bills were printed and mailed the week of August 26
 - Tax balances and bill renderings were available on the City’s website the week of August 16
 - Staff recommend extending the property tax grace period to November 1, 2024 to allow all households and commercial property owners additional time to adjust to the City’s new tax billing and payment system
 - The following web address links to the City’s tax portal for making tax payments, viewing assessments and bills, and finding exemption and appeal information:
 - <https://www.cityofmilford.com/208/Tax-Payments-Assessments-and-Senior-Exem>
 - The monthly property taxes outstanding table will resume in November following the September 30, 2024 due date and continue through the July 2025 staff report
 - Staff valued the interaction with Councilmembers Kalesis and Connor this month following the meetings with Councilmembers Stewart and Zychal in August
 - We welcome any follow-up questions and additional site visits

• Billing & Customer Service Department, Continued

- August results are mixed versus July – the count of past due accounts decreased while the amount increased
 - The count of past due accounts (blue) is 21% below average but 11% higher than last August
 - The dollar amount past due (orange) is 20% above average and 80% higher than last August
 - The increase in amount past due is driven by one commercial account
 - Staff and I are maintaining contact with the account and have established a timetable requiring a return to current status by mid-November



- The graph below exhibits the dollar amount and percentage of electronic payments by month from January 1, 2023 through August 31, 2024
 - This graph replaces the previous chart, which broke down by autopayment type what is now summarized by the green line on the chart, which corresponds with the green axis at right
 - The new chart below is better and showing the penetration of electronic payments – incoming wires, ACH payments, and automatic card transactions – as a function of all payments, which include cash, check, and other physical forms of payment
 - The dark blue area represents the proportion of electronic payments as a function of all payments in a given month and corresponds to the blue axis at left
 - The green line represents the dollar amount of electronic payments by month and corresponds to the green axis at right



						Not Started	Design/Specs	Bid	Award	% Completed
Economic Development										
	Milford Corporate Center							X		5%
Parks & Recreation										
	Construction of Public Restrooms									
	City Hall Plaza						X			20%
	Riverwalk Extension/Bulkhead Construction									
	Marshall Pond Riverbank Development									
	Memorial Park II - Pavilion									
	Gateway Signage and Improvements						X			25%
	Basketball Court Rehab									50%
	Goat Island Bridge									
	Tree Planting									
	Riverwalk Improvements - Lighting & Pavers									
	Memorial Park II - Shade/Walks/Bench					X				
	Irrigation Wells at TSM					X				
	Construction of a Beach Volleyball Court					X				
	Open Space Acquisition									
	Evaluation of Recreation Needs					X				
	Playground Repairs									25%
	Park Maintenance Equipment									
Streets										
	Annual Street Rehab								x	70%
	10th Street Intersection					X				
	Bike Path - Rt. 113 (Milford Plz - DeIDOT)						X			
	Bike Path - Mullet Run Crossing (DeIDOT)						X			
	Bike Path - Marshall Street Striping						X			
	N. Washington Street Streetscape						30%			
	Park Avenue/Denney Row Streetscape						30%			
	DDD 4th Street Flood Study						85%			
	ADA Plan and Improvements									Continuous
	Sidewalk Replacement & GAP					x				
	Transportation Studies									
	Trailer Mounted Attenuator with Arrowboard						ordered			
Police										
	Axon Body Worn & Fleet Cameras									90%
	Design of New Maintenance Facility					X				
	Ballistic Vest Replacement									30%
Parking										
	N. Walnut St./NE Front St. Lot Enhancements						x			0%

	Kent Place Water Extension and Tie Ins			x			
	Chlorine Scrubber for Gas Chlorine - 10th St. Plant				75%		
	Treatment Plant Upgrades				0%		
Sewer							
	Utility System Extensions						
	SE Regional Sewer Infra - East of Route 1					x	
	Sewer Infrastructure Projects w/Street Rehab						
	Washington St. PS Control Relocation				40%		
	Transite Pipe Replacement/Street Rehab					x	70%
	SE 2nd Street PS Relocation				50%		
	Pump Station Upgrades						
	BAC PS Decommission			x			
	USCS PS Decommission			x			
	8" Bypass Sewer Pump for Large Stations				25%		
Electric							
	Substation Upgrades						
	Delivery #1 Circuit Addition			x			
	Delivery #2 Circuit Addition			x			
	Delivery #1 Electrical Testing						5 Year Cycle
	Delivery #2 Electrical Testing						5 Year Cycle
	Delivery #2 Distribution Relay				5%		
	DeIDOT Traffic Signals					x	90%
	Physical Security				x		20%
	Power Flow Analysis Software					x	
	Advanced Relocation						Continuous
	Pole Inspection			x			
	Fiber Optic Backup to PW			x			
	LED Streetlight Replacements						100%
	GIS/Mapping - Smart Metering					x	95%
	Regulator Refurbishment Prgram						Continuous
	Fiber Network Mapping & GIS Module					x	
Solid Waste							
	Vehicle - Refuse Truck					x	
	Cameras for Refuse Trucks (x2)					x	

To: City Council and Mayor
Through: Mark A. Whitfield, City Manager
Willis Shafer, Public Works Director
From: James Puddicombe, City Engineer
Date: September 9, 2024

Subject: 2024 Streets Contract Amendment

The 2024 Streets and Utilities Project is currently ongoing as approved previously by City Council on March 21, 2024.

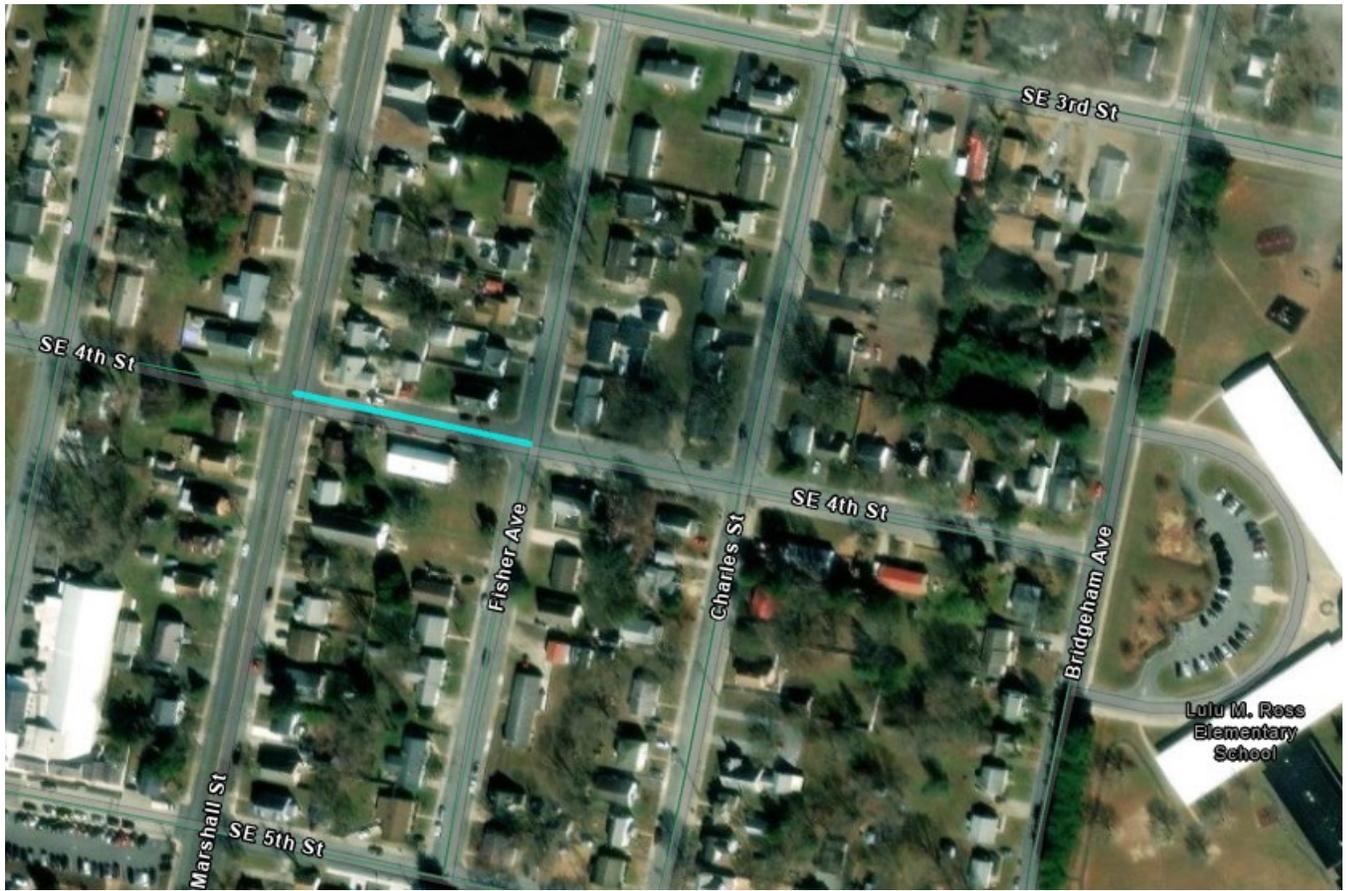
Since awarding the contract a major road issue has occurred on SE 4th Street resulting in significant damage to the road surface between Marshall Street and Fisher Ave. Staff evaluated the damage and determined that the roadway was not properly constructed as it did not have adequate stone underneath and was too thin to support traffic loads. In addition, the Marshall St. side of the road does not have adequate drainage which resulted in large amounts of standing water during rain events.

The City Engineer reviewed the issue and determined a solution which requires the road be reconstructed and stormwater infrastructure installed. During the evaluation staff also noted that the watermain in the road section needed replacement as well. Having evaluated the replacement needs and with an existing contract in place staff recommends amending the existing contract to include the improvements on 4th Street to expedite the repairs and limit costs.

The total cost of the proposed improvements is \$355,753 staff proposes that \$91,995.75 would come from Water Reserves and \$263,757.38 from Real Estate Transfer Funds.

Recommendation: Staff recommends City Council authorize the Mayor to execute the contract amendment with Eastern States Construction Service Inc. in the amount not to exceed \$355,753, with the funds coming from the following accounts and amounts:

- \$ 91,995.75 from Water Reserves
- \$ 263,757.38 from Real Estate Transfer Tax





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

PHONE 302.422.1111
FAX 302.424.3553
www.cityofmilford.com

To: City Council and Mayor
From: Mark A. Whitfield, City Manager
Subject: Milford Corporate Center
Date: September 5, 2024

As part of the Milford Corporate Center project, the City has engaged with Tsionas/Emory Hill in March 2022 to provide professional development advice during the land development process. Now that the project is ready to start construction, staff recommends moving forward with a Master Development Agreement with Tsionas/Emory Hill. The Master Development Agreement will cover the management, marketing and sale of lots.

Due to the nuances of such an agreement, staff consulted with attorney Gary Green with Archer and Greiner, a law firm specializing in land development agreements, to assist in drafting the Master Development Agreement (MDA). The Agreement is attached.

The MDA outlines Tsionas/Emory Hills brokerage, marketing, and management rights for the Milford Corporate Center. Additionally, Tsionas/Emory Hill will construct a spec building on one of the lots in the Corporate Center, terms of which will be covered under a separate agreement.

Staff recommends Council authorize the Mayor to execute the attached Master Development Agreement with Tsionas/Emory Hill for the management, marketing, and sale of lots in the Milford Corporate Center.

MASTER DEVELOPMENT AGREEMENT

THIS MASTER DEVELOPMENT AGREEMENT (this “Agreement”) is entered into by and between the CITY OF MILFORD (the “City”) and TEH, LLC (“Developer”) as of the date last executed below (the “Effective Date”).

Recitals

WHEREAS, on December 15, 2021, the City acquired certain land, containing approximately 181.77 acres located on Milford-Harrington Highway, Church Hill Road and Canterbury Road, Kent County Tax Parcel MD-16-173.00-01-01.00-000, as depicted in Exhibit A hereto (the "Property"); and

WHEREAS, the City seeks to create a significant number of new job opportunities in the City through development of the Property by bringing the Property in line with the City's vision for commercial, economic, and industrial development, which includes a new corporate center comprised of twenty-seven (27) lots (each, a “Lot” and together, the “Lots”) zoned BP and I1 limited industrial totaling approximately 1.9 million square feet of Class A commercial, industrial, and flex buildings designed to attract a variety of commercial and industrial tenants (the "Project"); and

WHEREAS, the City and Developer entered into a Memorandum of Understanding (the “MOU”), attached as Exhibit B with the objective of assessing the viability of the Project on March 31, 2022; and

WHEREAS, consistent with the MOU, the parties entered into an evaluation of cost and feasibility (“Phase I”); and

WHEREAS, Phase I of the MOU is now complete and after conferring and evaluating the cost and feasibility of the Project, it is agreed that the parties will move forward with this Agreement in order to facilitate site preparation, marketing, sales, management and maintenance of the Property; and

WHEREAS, the City and Developer desire to formalize their agreement regarding Developer’s brokerage and marketing rights, management rights regarding the Property, and rights to acquisition of Lots (as defined below); and

WHEREAS, the City and Developer agree that Developer will have the first option to purchase one of the first available Lots for the purpose of constructing a speculative industrial flex building in order to generate momentum for the development of the corporate center and encourage the success of the Project; and

WHEREAS, pursuant to the understanding reached as part of Paragraph 2.3 of the MOU, Developer shall agree to waiver of Developer’s Consulting Services Fee (as defined in Paragraph 2.2 of the MOU) upon execution of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree to the following terms and conditions:

Terms & Conditions

1 Purpose and Intent; Scope.

1.1 Purpose and Intent; City Improvements.

1.1.1 The purpose of this Agreement is to bring the Property in line with the City's vision for commercial, economic, and industrial development, which includes a new corporate center totaling approximately 1.9 million square feet of Class A commercial, industrial, and flex buildings designed to attract a variety of commercial and industrial tenants and in turn to create a significant number of new job opportunities in the City thereby. This shall include both off- and on-site infrastructure improvements in accordance with the approved site design and/or land development plan, and the completion of building pads on the Property, in such numbers, configurations and locations as are deemed appropriate and approved in the site design and/or land development plan (the "Purpose").

1.1.2 The City shall be responsible for the common on-site improvements throughout the Property depicted on the Final Approved Record Plan up to the right-of-way adjacent to each Lot (but the City shall not be responsible for (i) natural gas, cable, or electricity (though an electric line will be available in a right-of-way adjacent to the Property) or (ii) any improvements on any Lot) and off-site improvements required by DelDOT, as described on Exhibit C. The City will undertake its improvement obligations in three (3) phases, as depicted on Exhibit A. A copy of the Final Approved Record Plan is attached hereto as Exhibit D. Each purchaser of a Lot shall be solely responsible for obtaining site plan and all other City, County and State approvals required for development of the applicable Lot and construction of the proposed improvements thereon.

1.2 Cooperation.

1.2.1 The parties hereto recognize that the successful implementation of the Purpose, and each component thereof, is dependent upon continued cooperation of the parties hereto, and each agrees that it shall act in a reasonable manner hereunder, provide the other party with complete and updated information from time to time, with respect to the conditions such party is responsible for satisfying hereunder and make its good faith reasonable efforts to ensure that such cooperation is continuous, the purposes of this Agreement are carried out to the full extent contemplated hereby and the Project is designed, constructed, equipped, completed and operated as provided herein.

1.3 Project Coordination.

1.3.1 It is the intent and desire of the parties that the part of the Project consisting of the design, development, installation, construction, and completion of those improvements that

are necessary to prepare the Project, including those on- and off-site improvements which the City is obligated to undertake pursuant to Paragraph 1.1.2 hereof and the planning and construction of each component of the Project (“Site Preparation Project”) be coordinated with other parts of the Project so as to minimize conflicts, improve efficiency and avoid delays in completion of the Project and each part thereof.

1.3.2 As of the Effective Date and proceeding through the expiration or termination of this Agreement, Developer shall provide the services set forth below.

1.3.2.1 Consultation. Developer will provide advice and consultation to the City, as is mutually agreed to be reasonably necessary and appropriate, to assist the City in achieving the objectives of the Project as set forth elsewhere herein (the “Consulting Services”). Developer agrees to provide the City with its commercially reasonable best efforts when providing the Consulting Services. Developer shall have no obligation to provide the City with an accounting of time or resources expended in providing the Consulting Services.

1.3.2.2 Exclusive Marketing. In coordination with the City and in conjunction with Developer’s obligations under Paragraph 1.4.2.1 above, Developer will provide marketing of the Lots, and the Property more generally. The City and Developer will mutually agree upon the timing, nature, contents and scope of any marketing, provided however that such marketing shall not be in violation of any laws, rules or regulations governing such marketing efforts.

1.3.2.3 Exclusive Brokerage. Developer shall be the exclusive broker for the sale and/or lease of all Lots. Notwithstanding any other provision of this Agreement, Developer shall have the right to assign the brokerage rights set forth herein to a qualified third party with commensurate experience and reputation in the industry, provided however, that no such assignment shall be valid without the express prior written approval of the City. The brokerage of any Lot shall be subject to a separate brokerage agreement between the parties as provided for in Exhibit E.

1.3.2.4 Exclusive Management of the Property. Developer will consult on the creation of deed restrictions for the project and will have the exclusive right to the management of the Property’s maintenance corporation, consistent with the protocols and procedures set forth by the City. Notwithstanding any other provision of this Agreement, Developer may assign the management rights set forth herein to a qualified third party with commensurate experience and reputation in the industry, provided however, that no such assignment shall be valid without the express prior written approval of the City. The management of the Property shall be subject to a separate property management agreement between the parties as provided for in Exhibit F.

1.4 Takedown Agreement.

1.4.1 Lot Purchase Rights. Developer shall have the right to purchase any Lot from the City at the Developer Purchase Price, as defined in Paragraph 1.4.1.1, beginning with the day that the Lot becomes available (which shall be deemed to have occurred at such time as the City’s improvement obligations as set forth in Paragraph 1.1.2 have been completed with respect

to the phase in which the applicable Lot is located, without regard to the approval, permitting or construction status of any other Lot) and ending on the date an acceptance-ready good faith commercially reasonable offer (an “Offer”) is presented to the City from an independent third party and that Offer results in the sale of the Lot. Any such purchase by Developer shall conform with the terms contained herein and shall otherwise be subject to a separate takedown agreement between the parties.

1.4.1.1 Developer Purchase Price Calculation. The “Developer Purchase Price” shall mean the sum of (i) the cost per square foot of the Property (as paid for by the City) multiplied by the square footage of the applicable Lot, plus (ii) the cost per square foot of the Property of the design and construction of on-site and off-site improvements associated with the development of the Project multiplied by the square footage of the applicable Lot, minus (iii) any third-party funding received by the City with respect to the Property divided by the square footage of the applicable Lot (including but not limited to Delaware’s Transportation Infrastructure Investment Fund and the Delaware Prosperity Partnership’s Site Readiness Grant Fund) plus (iv) an amount equal to interest on the amount calculated pursuant to clauses (i) through (iii) above from the date the applicable costs were paid by the City at an annualized rate of one percent (1%) in excess of the “Prime Rate” as published in the Wall Street Journal on the date which is ten (10) business days prior to the applicable closing.

1.4.1.2 Purchase Price Calculation for Third Party. The Purchase Price for each Lot to be sold to a third party shall be calculated as the greater of (i) the then current value, as mutually agreed to by the parties in good faith or by a mutually agreed upon independent appraiser if agreement cannot be reached or (ii) the Developer Purchase Price.

1.4.2 Sale of Lot to Third Party. Subject to the provisions of Paragraph 1.4.1.2 above, the City may sell a Lot to a third party. The calculation of the distribution of the profits, if any, from any third-party sale shall be fifty percent (50%) to Developer and fifty percent (50%) to the City of the net proceeds exceeding the cost per square foot incurred by the City outlined under Paragraph 1.4.1.1.

1.4.2.1 Profit is defined herein as the sale price of each Lot minus the cost per square foot incurred by the City outlined under Paragraph 1.4.1.1 and minus the costs associated with the closing of the property (including but not limited to commission, deed preparation, legal fees).

1.4.3 Exclusive Right to Purchase Unfinished Lots. In the event the City determines that it is unwilling or unable to continue development of the Property, any Lot, or any portion of either, then City will provide notice to Developer. Upon receipt of notice, Developer will have the exclusive right to purchase the Property, any Lot, or any portion of either, at a price agreed to by the parties in good faith. Any purchase made under this Paragraph will be subject to customary and industry standard due diligence rights including without limitation title, survey and environmental inspections and reporting. Notwithstanding any other provision contained herein, Developer shall have the absolute right to assign any such purchase rights to any member of Developer, and, without limiting the foregoing, the same shall be assignable to any other third party upon the express written agreement of the City.

1.5 Public Records.

1.5.1 To the extent any records and documents in the possession of Developer pertaining to the Site Preparation Project that Developer has contracted to operate and manage are deemed to be public records, the same shall be subject to and maintained in accordance with all applicable laws, rules and regulations associated with the preservation, care and disclosure of such records and documents as required by the City.

2 The Project.

2.1 Project Schedule. The City shall be responsible for setting any schedule for completion of any improvements of the Property, the Lots, or any portion of either, and shall retain the exclusive right to set any such schedule or modify any existing schedule. A tentative schedule is attached hereto as Exhibit G.

2.2 Site Preparation Project and General Improvements. It is understood and agreed that the City shall be responsible for any and all costs of designing, constructing and installing the improvements which are the obligation of the City under Paragraph 1.1.2.

2.3 Developer's Right to Access.

2.3.1 From the Effective Date through the Termination Date (as hereafter defined) or the Expiration Date (as hereafter defined), as applicable, the City grants to Developer and any agents of Developer, subject to the compliance with the indemnity and insurance provisions set forth below, the right to enter upon the Property, together with persons and materials, for any purpose arising from or relating to the Project, including without limitation to meet its obligations under this Agreement and to market some or all of the Property in furtherance of the Purpose.

2.4 Signage. Subject to Developer obtaining any required governmental permits and approvals and subject to any applicable laws, rules, regulations or ordinances, Developer may place one or more signs announcing the Project and containing information about Developer and the Project upon the Property, as of the Effective Date, and subject to the City's approval.

3 Insurance During Construction.

3.1 The City shall cause any contractor entering onto the Property to provide or cause to be provided, pay for and keep in full force and effect general commercial liability insurance policies, including without limitation builder's risk insurance, satisfying the requirements of the types and amounts of insurance required by the City. All policies any contractor shall provide that Developer and the City are named as an additional insured and shall include a waiver of subrogation clause in favor of Developer and the City.

4 Indemnification.

4.1 Indemnification by Developer.

4.1.1 In consideration of the promises and covenants made herein, Developer agrees to, and shall cause any third party entering onto the Property, to indemnify, defend and hold harmless, the City, its respective agents, officers, or employees from any and all liabilities, damages, penalties, judgments, claims, demands, costs, losses, expenses or attorneys' fees through appellate proceedings, for personal injury, bodily injury, death or property damage arising out of, or by reason of any act or omission of Developer, its agents, employees or contractors arising out of, in connection with or by reason of, the performance of any and all services covered by this Agreement, or which are alleged to have arisen out of, in connection with or by reason of, the performance of any and all services covered by this Agreement, or which are alleged to have arisen out of, in connection with, or by reason of, the performance of such services. Developer's indemnity obligations shall survive the Termination Date or the Expiration Date, as applicable, but shall apply only to occurrences, acts, or omissions that arise on or before the later of the Termination Date or the Expiration Date, as applicable. Developer's indemnity hereunder is in addition to and not limited by any insurance policy and is not and shall not be interpreted as an insuring agreement between or among the parties to this Agreement. Notwithstanding any provision in this Agreement or any other, the parties expressly intend and covenant that Developer shall not be liable for any pre-existing environmental conditions, and Developer shall not be liable for, and shall not indemnify the City or any other person for, the presence of any hazardous substance on, under, or adjacent to portion of the Property prior to the Commencement Date of construction work. For purposes of this section, "hazardous substance" shall have the meaning ascribed by any federal, state, county, or local law of any nature regulating, relating to, or imposing liability or standards of conduct concerning any substance designated as a "hazardous substance," "hazardous waste," "hazardous material," "toxic substance," "solid waste," "pollutant," "contaminant" or similar term describing other harmful or potentially harmful properties or effects.

4.2 Limitations on Indemnification.

4.2.1 The indemnifying party shall not be responsible for that portion of any damages caused by the negligent, intentional, willful or malicious acts or omissions of the indemnified party, nor those which violate any law; and there shall be no obligation to indemnify hereunder in the event that the indemnified party shall have effected a settlement of any claim without the prior written consent of the indemnifying party (which consent shall not be unreasonably withheld).

5 Representations and Warranties of Developer.

5.1 Developer makes each of the following representations and warranties:

5.1.1 Developer is a Delaware limited liability company duly organized and validly existing under the laws of the State of Delaware, has all requisite power and authority to carry on its business as now conducted, to own or hold its properties and to enter into and perform its obligations hereunder and under each document or instrument contemplated by this Agreement

to which it is or will be a party, is qualified to do business in the State of Delaware, and has consented to service of process upon a designated agent for service of process in the State of Delaware.

5.1.2 This Agreement and, to the extent such documents presently exist in form accepted by the City and Developer, each document contemplated or required by this Agreement to which Developer is or will be a party have been duly authorized by all necessary action on the part of, and have been or will be duly executed and delivered by, Developer, and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof: (a) requires the approval and consent of any other party, except such as have been duly obtained or as are specifically noted herein; or, (b) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on Developer.

5.1.3 This Agreement and, to the extent such documents presently exist in form accepted by the City and Developer, each document contemplated or required by this Agreement to which Developer is or will be a party constitutes, or when entered into will constitute, a legal, valid and binding obligation of Developer enforceable against Developer in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

5.1.4 There are no pending or, to the knowledge of Developer, threatened actions or proceedings before any court or administrative agency against Developer which question the validity of this Agreement or any document contemplated hereunder, or which are likely in any case, or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder or the financial condition of Developer.

5.1.5 Developer shall promptly cause to be filed when due all federal, state, local and foreign tax returns required to be filed by it and shall promptly pay when due any tax required thereby.

5.1.6 Developer has the experience, expertise, and capability to complete its obligations pursuant to the terms of this Agreement.

5.1.7 During each year this Agreement and the obligations of Developer under this Agreement shall be in effect, Developer shall cause to be executed and to continue to be in effect those instruments, documents, certificates, permits, licenses and approvals and shall cause to occur those events contemplated by this Agreement that are applicable to, and that are the responsibility of, Developer.

5.1.8 Developer shall assist and cooperate with the City to accomplish the development of the Project by Developer in accordance with the Final Approved Record Plan, this Agreement, and the associated plans and specifications and will not violate any laws, ordinances, rules, regulations, orders, contracts or agreements that are or will be applicable thereto, including the Plan.

5.1.9 Developer shall maintain its status as a Delaware limited liability company and will provide a process for management succession to ensure continuity of business management of Developer, and the successful completion of the Project, and continued operation of the Project.

6 Default; Termination.

6.1 Default by Developer. There shall be an “event of default” by Developer upon the occurrence of any of the following after the Effective Date:

6.1.1 Developer shall fail to perform or comply with any provision of this Agreement applicable to it within the time prescribed therefore; or

6.1.2 Developer shall make a general assignment for the benefit of its creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy, or shall be adjudicated a bankrupt or insolvent, or shall file a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation or shall file an answer admitting, or shall fail reasonably to contest, the material allegations of a petition filed against it in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Developer or any material part of such entity's properties; or

6.1.3 Within sixty (60) days after the commencement of any proceeding by or against Developer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed or otherwise terminated, or if, within sixty (60) days after the appointment without the consent or acquiescence of Developer of any trustee, receiver or liquidator of any of such entities or of any material part of any of such entity's properties, such appointment shall not have been vacated; or

6.2 Cure. If an event of default by Developer described herein above shall occur, the City shall provide written notice thereof to Developer, and, if such event of default shall not be cured by Developer within thirty (30) days after receipt of the written notice from the City specifying in reasonable detail the event of default by Developer, or if such event of default is of such nature that it cannot, with the exercise of diligent efforts, be completely cured within such time period, then if Developer shall not have commenced to cure such default within such thirty (30) day period and shall not diligently prosecute such cure to completion within such reasonable longer period of time as may be necessary (provided, however, if Developer is proceeding diligently and in good faith, the curative period shall be extended for a period of not exceeding three (3) months) then, in addition to any remedy available to it, the City may terminate this Agreement or pursue any and all legal or equitable remedies to which the City is entitled, provided, however, if Developer shall fail to cure such event of default within said thirty (30) day or longer period specified above or ceases to proceed diligently to timely cure such event of default, then the City may proceed to enforce other available remedies without providing any additional notice to Developer.

6.3 Termination.

6.3.1 The parties hereto acknowledge and agree that as of the Effective Date, certain matters mutually agreed to by the parties to be essential to the successful development of the Project have not been satisfied or are subject to certain conditions, legal requirements or approvals beyond the control of any of the parties hereto or which cannot be definitely resolved under this Agreement. In recognition thereof, and notwithstanding any other provision of this Agreement, the parties mutually agree that, provided the appropriate or responsible party has diligently and in good faith sought to cause such event or condition to occur or be satisfied, the failure of the events or conditions set forth below to be satisfied shall not constitute an event of default by any party, but may, upon the election of any party hereto, be the basis for a termination of this Agreement. In addition to any other rights to terminate this Agreement set forth elsewhere in this Agreement, this Agreement may be terminated after the occurrence of any of the following events or conditions:

6.3.1.1 The entire Property is taken by the exercise of the power of eminent domain by a governmental authority or other party entitled to exercise such power or benefiting therefrom, or such part of the Property is taken by the power of eminent domain so as to prevent development of the Property as contemplated herein; or

6.3.1.2 The appropriate governmental authority (including the City if acting in good faith), denies or fails to issue the appropriate permits or other approvals necessary to complete the construction of the Site Preparation Project on or related to the Property, provided Developer has proceeded diligently, expeditiously and in good faith to obtain such permits or approvals; or

6.3.1.3 The parties mutually agree in good faith that the Project has become infeasible for any other reason.

6.3.1.4 Not later than July 1, 2030, no fewer than two hundred fifty(250) New Employees work on a regular basis in businesses located at the Property. As used in the preceding sentence, "New Employees" shall mean full- or part-time employees who regularly work in businesses located at the Property who were not previously employed by such businesses or any affiliate thereof at another location within the City prior to working at the Property. New Employees shall not include construction workers or others involved in the development or construction of the Project.

6.3.2 Upon the occurrence of any event set forth in Section 6.3.1 or in the event that Developer, after putting forth its commercially reasonable best efforts, is unable to cause a condition precedent to its obligations to occur or be satisfied, then Developer or the City may elect to terminate this Agreement by giving notice to the other party within ninety (90) days of the occurrence thereof or the determination of inability to cause a condition precedent to occur or be satisfied, stating its election not terminate this Agreement as a result thereof, in which case the Agreement shall be terminated ten (10) business days thereafter. The date of any termination of

this Agreement pursuant to this Paragraph 6 or any other provision of this Agreement is herein referred to as the “Termination Date”.

7 Dispute Resolution.

7.1 In the event of any dispute arising out of or related to this Agreement, or any of the transactions or occurrences described or contemplated herein, the parties shall be obligated to follow the following dispute resolution procedures:

7.1.1 The parties shall enter into mediation, which shall not exceed forty-five (45) days from the date upon which notice of a dispute is effective. The parties shall agree upon a mediator or one shall be selected using the mediation program offered by the Courts of the State of Delaware.

7.1.2 In the event that any dispute is not resolved by mediation as set forth above, then the parties may proceed with litigation in a court of competent jurisdiction.

8 Unavoidable Delay.

8.1 Any delay in performance of, or inability to perform any obligation under this Agreement (other than an obligation to pay money) due to any event or condition set forth below, shall be excused and such delay shall result in an extension of time equal to the number of days of delay due solely to the occurrence of the event or condition causing such delay and only to the extent that any such occurrence actually delays that party from proceeding with its rights, duties and obligations under this Agreement directly or indirectly affected by such occurrence. “Unavoidable Delay” shall mean any of the following events or conditions or any combination thereof: acts of God, acts of a public enemy, riot, insurrection war, terrorism, pestilence, archaeological excavations required by law, unavailability of materials after timely ordering of the same, epidemics, quarantine restrictions, freight embargoes, fire, lighting, hurricanes, earthquakes, tornadoes, floods, extremely abnormal and excessively inclement weather, and strikes or labor disturbances.

9 Fire or Other Casualty.

9.1 Loss or Damage to Project.

9.1.1 Until the Termination Date or the Expiration Date, as applicable, whichever is later, and without regard to the extent or availability of any insurance proceeds, Developer covenants and agrees to assist the City in diligently commencing and completing, or causing other persons to diligently commence and complete, the reconstruction or repair of any loss or damage caused by fire or other casualty to each and every part of the Site Preparation Project to substantially the condition as existed prior to the occurrence of such loss or damage, promptly after the City approves the plans and specifications for such reconstruction or repairs.

9.2 Partial Loss or Damage to Project.

9.2.1.1 Any loss or damage by fire or other casualty to the Project or Property, or any portion thereof, which does not render the Project or Project Site unusable for the use contemplated by this Agreement, shall not operate to terminate this Agreement or to relieve or discharge Developer from the timely performance and fulfillment of their respective obligations pursuant to this Agreement, subject to an extension of time for an Unavoidable Delay.

10 Waiver of Phase I Fees.

10.1 Upon full execution and recording of this Agreement, Developer waives any and all fees which have accrued or which would otherwise be due to Developer as part of Phase I of the MOU as set forth in Exhibit B.

11 Term.

11.1 The term of this Agreement shall commence on September 15, 2024 (the Effective Date) and shall end on September 15, 2044 (the Termination Date), unless parties mutually agree upon an extension.

12 City Authorization.

12.1 Notwithstanding anything provided in this Agreement to the contrary, the City's obligations under this Agreement shall at all times remain subject to any required legal authorizations or approvals by the City and the ongoing City authorization of expenditure of City funds to continue to meet its obligations under this Agreement. In the event any of such authorizations or approvals that are required are not available at any time, the City shall have the right to terminate this Agreement upon not less than ninety (90) days prior written notice to Developer.

13 Miscellaneous.

13.1 Assignments. Neither party shall have the right to assign its rights or obligations under this Agreement without the prior written consent of the other party.

13.2 Notices.

13.2.1 All notices, demands, requests for approvals or other communications given by either party to the other shall be in writing, and shall be sent via registered or certified mail, postage prepaid, or by common courier (UPS, FedEx, or equivalent), or by hand deliver to the office for each party indicated below and addressed as follows, with all notices being effective as of the date of receipt:

To Developer: TEH, LLC
10 Corporate Circle, Suite 100
New Castle, Delaware 19720

To the City: City of Milford
 201 S. Walnut St.
 Milford, Delaware 19963

13.3 Severability. If any term or provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision shall not be affected thereby , and each other term or provision of this Agreement shall be deemed valid and enforceable.

13.4 Applicable Law. This Agreement is governed by the laws of the State of Delaware as such laws are applied to parties conducting business exclusively within the State and without regard to any choice of laws provision, rule or regulation.

13.5 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous understandings, agreements, representations or statements, whether written or oral. This Agreement may only be modified by written agreement executed by all parties.

13.6 Captions. The captions contained in this Agreement are for convenience only and shall not impact the interpretation of any term or provision herein.

13.7 Exhibits. Each Exhibit referenced in this Agreement shall be incorporated into this Agreement by reference.

13.8 No Brokers. Developer hereby represents that no real estate broker or other person entitled to claim or to be paid a commission for the execution of this Agreement.

13.9 Not and Agent of City. During the term of this Agreement, Developer hereunder shall not be deemed an agent of the City with respect to any and all services to be performed by Developer or any agent, successor or assign with respect to the Project.

13.10 Recording of Development Agreement. The parties agree that this Agreement shall not be recorded in the public records.

13.11 Recitals. The parties represent and warrant that the Recitals set forth above are material to this Agreement and are incorporate as terms and conditions hereby.

Signature Pages to Follow

IN WITNESS OF THE FOREGOING, the parties represent that they have read, understand and agree with the terms and conditions contained herein, and in witness have executed this Agreement below.

CITY OF MILFORD

Attest/City Clerk

_____(SEAL)
By: Mayor F. Todd Culotta

Sworn to and subscribed before me this _____ day of _____, 2024.

Notary Public

Date Commission Expires

TEH, LLC

By: _____(SEAL)
Name: _____
Title: _____
Dated: _____

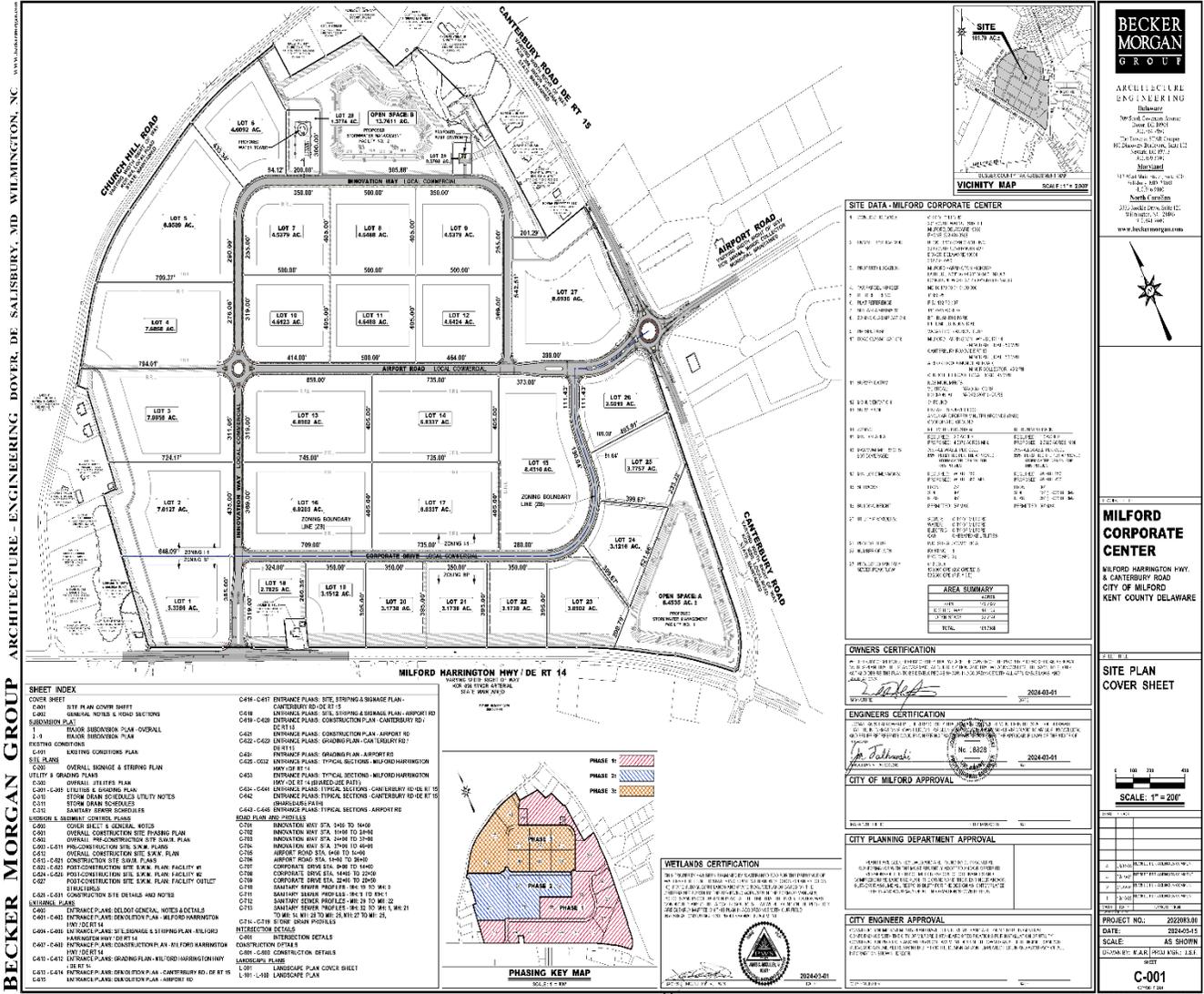
On this _____ day of _____, 2024, before me, a notary public/notarial officer, _____, personally appeared _____, who provided to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that said person executed the same in authorized capacity on behalf of _____, and in acknowledge I have executed this instrument as follows:

Notary Public/Notarial Officer

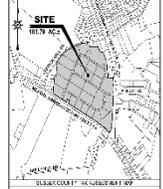
My Commission Expires: _____

EXHIBIT A

Depiction of Property



BECKER MORGAN GROUP
 ARCHITECTURE
 ENGINEERING
 111 West Main Street, 10th Floor
 Dover, DE 19901
 Phone: 302.691.1234
 Fax: 302.691.1235
 www.beckermorgan.com



SITE DATA - MILFORD CORPORATE CENTER

NO.	DESCRIPTION	DATE	BY
1	PRELIMINARY SITE PLAN	01/15/10	J. J. JACOBI
2	FINAL SITE PLAN	01/15/10	J. J. JACOBI
3	FINAL SITE PLAN	01/15/10	J. J. JACOBI
4	FINAL SITE PLAN	01/15/10	J. J. JACOBI
5	FINAL SITE PLAN	01/15/10	J. J. JACOBI
6	FINAL SITE PLAN	01/15/10	J. J. JACOBI
7	FINAL SITE PLAN	01/15/10	J. J. JACOBI
8	FINAL SITE PLAN	01/15/10	J. J. JACOBI
9	FINAL SITE PLAN	01/15/10	J. J. JACOBI
10	FINAL SITE PLAN	01/15/10	J. J. JACOBI
11	FINAL SITE PLAN	01/15/10	J. J. JACOBI
12	FINAL SITE PLAN	01/15/10	J. J. JACOBI
13	FINAL SITE PLAN	01/15/10	J. J. JACOBI
14	FINAL SITE PLAN	01/15/10	J. J. JACOBI
15	FINAL SITE PLAN	01/15/10	J. J. JACOBI
16	FINAL SITE PLAN	01/15/10	J. J. JACOBI
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29	FINAL SITE PLAN	01/15/10	J. J. JACOBI
30	FINAL SITE PLAN	01/15/10	J. J. JACOBI
31	FINAL SITE PLAN	01/15/10	J. J. JACOBI

OWNERS CERTIFICATION
 I, the undersigned, being the owner of the above described property, hereby certify that the information furnished herein is true and correct to the best of my knowledge and belief.

ENGINEERS CERTIFICATION
 I, the undersigned, being a duly licensed professional engineer, hereby certify that the information furnished herein is true and correct to the best of my knowledge and belief.

CITY OF MILFORD APPROVAL
 I, the undersigned, being the Mayor of the City of Milford, hereby certify that the information furnished herein is true and correct to the best of my knowledge and belief.

CITY PLANNING DEPARTMENT APPROVAL
 I, the undersigned, being the Planning Director of the City of Milford, hereby certify that the information furnished herein is true and correct to the best of my knowledge and belief.

CITY ENGINEER APPROVAL
 I, the undersigned, being the City Engineer of the City of Milford, hereby certify that the information furnished herein is true and correct to the best of my knowledge and belief.

MILFORD CORPORATE CENTER
 MILFORD HARRINGTON HWY & CARTERBURY ROAD
 CITY OF MILFORD
 KENT COUNTY DELAWARE

SITE PLAN COVER SHEET



PROJECT NO.: 2020R001
 DATE: 08/05/20
 SCALE: AS SHOWN
 DRAWN BY: M.A.R. (M.A.R.)
C-001

BECKER MORGAN GROUP ARCHITECTURE - ENGINEERING DOVER, DE SALISBURY, MD WILMINGTON, NC

EXHIBIT B

Memorandum of Understanding

EXHIBIT C

DelDOT Requirements per Record Plan

Phase 1 Improvements

- Construction of a full-movement access to DE 15 Canterbury Road (KCR 388), opposite Airport Road, per DelDOT- approved entrance plans.
- Conversion of the existing intersection of DE 15 Canterbury Road and Airport Road into a single lane roundabout, per the DelDOT-approved entrance plans.
- Construction of a full-movement access to DE 14 Milford-Harrington Highway (KCR 036) with auxiliary lanes, per DelDOT-approved entrance plans.
- Phase 1 Improvements shall be completed prior to the issuance of the 1st Certificate of Occupancy for the site.

Phase 2 Improvements

- Conversion of the existing intersection of DE 15 Canterbury Road (KCR 388) and Church Hill Road (KCR404) into a single lane roundabout, per the DelDOT-approved off-site construction plans.
- Provide a 2” Mill and Overlay of Church Hill Road (KCR404), extending from the limits of the Phase 2 roundabout work to the limit of the actual property frontage.
- Off-site construction plans for the Phase 2 Improvements shall be submitted to DelDOT for review prior to the issuance of the 1st Certificate of Occupancy for the site, and construction of the Phase 2 Improvements completed prior to the issuance of 2nd Certificate of Occupancy.

Phase 3 Improvements

- Extending the westbound DE 14 Milford-Harrington Highway (KCR036) right-turn lane and southbound DE 15 Canterbury Road (KCR388) left-turn lane at the intersection of DE 14 Milford-Harrington Highway, DE 15 Canterbury Road (KCR 388) and Holly Hill Road (KCR 447), and associated traffic signal modifications, per the DelDOT-approved off-site construction plans.
- Provide a 2” mill and overlay of DE 15 Canterbury Road (KCR388) extending from the limits of the extended turn lanes to the Phase 1 roundabout limit of Phase 1 work.
- Off-site construction plans for the Phase 3 Improvements shall be submitted to DelDOT for review prior to the issuance of the 2nd Certificate of Occupancy for the site, and construction of the Phase 3 Improvements shall be completed prior to the issuance of 3rd Certificate of Occupancy.

EXHIBIT D

Final Approved Record Plan

EXHIBIT E

Brokerage Agreement

EXHIBIT F

Property Management Agreement

EXHIBIT G

Tentative Project Schedule

Onsite Construction (Phase 1) and Phase 1 DeIDOT Improvements - Bid Advertisement – July 2024

Onsite Construction (Phase 1) and Phase 1 DeIDOT Improvements - Bid Award – August 2024

Onsite Construction (Phase 1) and Phase 1 DeIDOT Improvements - Begin Construction – October 2024

Onsite Construction (Phase 1) and Phase 1 DeIDOT Improvements - Complete Construction – May 2025

Phase 2 & 3 DeIDOT Improvements – Design Complete – April 2025

Phase 2 & 3 DeIDOT Improvements – Bid Advertisement – May 2025

Phase 2 & 3 DeIDOT Improvements – Bid Award – June 2025

Phase 2 & 3 DeIDOT Improvements – Begin Construction – July 2025

Phase 2 & 3 DeIDOT Improvements – Complete Construction – December 2025

Onsite Construction (Phase 2) – Bid Advertisement – When 50% of lots in Phase 1 are sold.

Onsite Construction (Phase 3) – Bid Advertisement – When 50% of lots in Phase 2 are sold.

228924375 v4

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the “MOU”) is entered into by and between the City of Milford, an incorporated municipality of the State of Delaware (the “City”), and collectively, Tsionas Management Co., Inc. (“Tsionas”) and NAI Emory Hill Real Estate Services, Inc. (“Emory Hill”), or their nominee/assignee (“Developer”), for the purposes set forth herein.

RECITALS

A. The City has acquired certain land, containing approximately 181.77 acres located on Milford-Harrington Highway, Church Hill Road and Canterbury Road, Kent County Tax Parcel MD-16-173.00-01-01.00-000, as depicted in Exhibit A hereto (the “Property”). The City closed on the property on December 15, 2021; and

B. The City intends and desires to undertake various activities, including but not limited to having approved on October 25, 2021 a rezoning of the property to a Mixed Light Industrial Commercial, and Business Park Zone, to bring the land in line with the City’s vision for commercial, economic, and industrial development, which includes a new industrial park totaling approximately 1.6 million square feet of Class A commercial, industrial, and flex buildings designed to attract a variety of commercial and industrial tenants (the “Purpose”); and

C. The estimated cost of off-site improvements required by, amongst others, the Delaware Department of Transportation, the Delaware Department of Natural Resources and Environmental Control, and the City, necessary to achieve the Purpose, has yet to be determined; and further, the availability of grants and other resources to offset the cost of off-site improvements and other costs associated with achieving the Purpose, has yet to be determined; and

D. The City and Developer desire to enter into a partnership to realize the Purpose, based in part on Developer’s combined experience, knowledge and expertise in market research, pre-construction and construction services, brokerage, marketing, maintenance association formation and management, and asset development, investment and management; and

E. The City and Developer desire to set forth the mutually negotiated understandings and intentions, but not the obligations, of the parties in connection with the development of the Property, with the intent of entering into a more formalized agreement in the future.

NOW, THEREFORE, in recognition of the foregoing and the mutual understandings set forth herein, the parties agree as follows:

CONDITIONS

1. **Non-Binding Effect**. The recitals set forth herein above, and conditions set forth herein below represent the non-binding goals and priorities for the purpose of developing the Property. The parties will work diligently to advance the collaborative efforts identified herein, and to meet the various responsibilities placed upon them in subsequent related agreements. The parties

intend this MOU to be a non-binding expression of the parties' intent and may not be interpreted to impose any obligations upon either party.

1.1. The parties expressly agree to work in good faith to execute upon in accordance with the conditions and objectives set forth herein, and to prepare and execute such agreements as are expressly contemplated herein, and such other documents and agreements as may be necessary or reasonable to meet the Purpose and the Conditions as set forth herein and below.

2. **Developer Consulting Services and Fees.**

2.1. While the City will maintain control over the Project, Developer will grant all necessary and reasonable support to the City by providing multidisciplinary consulting services, including but not limited to market research, pre-construction and construction services, brokerage, legal support, marketing, and maintenance association formation, throughout the course of the Project in accordance with a Phasing Schedule as set forth hereafter (collectively, the "Consulting Services").

2.2. During Phase I, Developer will provide the Consulting Services, including but not limited to all research, marketing, construction-related, brokerage, and legal services provided in furtherance of the Purpose at a rate of \$225 per hour, billed in 15-minute increments (0.25 hours) (the "Consulting Services Fee"). The Consulting Services Fee shall be due and payable at the conclusion of Phase I, unless otherwise set forth in this MOU. It is understood by the parties that the full extent of Consulting Services to be provided may vary substantially as new and additional information is gathered in furtherance of the Project.

2.3 **Phase II Shall be Contingent.** Upon completion of Phase I, the parties will confer and evaluate the cost and feasibility of the Purpose. Contingent upon the mutual agreement of the parties that the Purpose is feasible, the parties will proceed to Phase II. If no agreement is reached to move forward to Phase II, or if it is expressly agreed not to move forward to Phase II, then the remaining obligation of the parties herein regarding Phase II shall not apply. If the parties agree to move forward with Phase II, then each of the Paragraphs of Phase II stated herein shall apply, and further, the fee for Developer's Consulting Services for Phase I (Paragraph 2.2 above) shall be waived.

PHASE I

EVALUATION OF COST AND FEASIBILITY OF PURPOSE

3. **Evaluation of Off-Site Improvements.** The City and Developer shall work together, with such third-party consultants that may be retained by the parties, to evaluate the off-site improvement scope and associated expenses which are necessary to meet the Purpose, or which are otherwise determined by the parties to be reasonable and appropriate.
4. **Site Design and Land Planning.** The City and Developer shall work together to mutually agree upon a site design and land development plan for the Property to meet the Purpose. The

City shall be responsible for obtaining all necessary governmental approvals for the completion of all improvements deemed necessary or appropriate for the Project, which shall include both on- and off-site infrastructure improvements such as road and curb work, utilities, stormwater management, and any other infrastructure improvements deemed necessary or appropriate (“Infrastructure Improvements”).

5. **Developer Guidance.** In relation to Paragraphs 3 and 4 above, Developer will provide advice and consultation to the City with respect to the development of the site design and land development planning, construction contracting, engineering and architecture, and assistance with obtaining approvals. To the extent that Developer oversees or procures (consistent with the City’s procurement protocols and with City’s express written consent) services for the site design and land development plan, architecture, construction, or engineering, unrelated to the specific development of any one individual approved lot, the City shall reimburse Developer for any costs incurred by Developer.

PHASE II

MASTER DEVELOPMENT AGREEMENT, SITE PREPARATION, MARKETING, MANAGEMENT AND MAINTENANCE, TAKEDOWN AGREEMENT

6. **On- and Off-Site Preparation of Property.**

6.1. **Off-Site Preparation.** The City shall be responsible for completion of all construction of off-site Infrastructure Improvements servicing the Property in accordance with the approved site design and/or land development plan.

6.1.1. Developer shall provide advice and consultation to the City to assist in the completion of the off-site Infrastructure Improvements.

6.1.2. Developer may, in consultation with the City and with the City’s express written consent, retain services from third parties to assist in or complete the off-site work contemplated herein. To the extent that Developer oversees or procures (consistent with the City’s procurement protocols) services for the completion of such work, the City shall reimburse Developer for any costs incurred by Developer.

6.1.3. The final approval of and construction of all off-site improvements shall be at the sole discretion and control of the City and in accordance with the requirements of any permitting agency having jurisdiction over such improvements.

6.2. **On-Site Preparation.** The City shall be responsible for completion of all construction of on-site Infrastructure Improvements and completion of permit-ready building pads on the Property (each independently, a “Lot”), in such numbers, configurations and locations as set forth in the approved site design and/or land development plan.

6.2.1. Developer shall provide advice and consultation to the City to assist in the completion of the on-site Infrastructure Improvements.

6.2.2. Developer may, in consultation with the City and with the City's express written consent, retain services from third parties to assist in or complete the on-site work contemplated herein. To the extent that Developer oversees or procures (consistent with the City's procurement protocols) services for the completion of such work, the City shall reimburse Developer for any costs incurred by Developer.

7. **Master Development Agreement.**

7.1. Developer shall prepare for recordation a master development agreement for the Property which shall include, but not be limited to, rights to amend the site plan, obtain such further governmental approvals as needed to complete the site plan or any amendment thereof, and create such development-related easements; and further, Developer will prepare for recordation any covenants that are deemed necessary and appropriate for the benefit of the Developer and the City in furtherance of the Purpose.

8. **Marketing of the Property and Lots.**

8.1. **Exclusive Brokerage.** Developer shall have the exclusive right to broker for sale and/or lease all lots on the Property owned by the City and shall have the right to assign these brokerage rights to a third party with commensurate experience and reputation in the industry, upon written approval from the City. Such brokerage rights shall be the subject of a separate brokerage agreement between the parties.

8.2. **Exclusive Marketing Rights.** Developer, in coordination with the City and other economic development partners (e.g., Delaware Prosperity Partnership, Kent Economic Partnership), shall be responsible for all marketing of the Lots, and the Property more generally, and shall coordinate with the City over the timing, nature, contents and scope of such marketing, provided however, that Developer agrees that no marketing efforts shall be in violation of any laws, rules or regulations governing such marketing efforts.

9. **Exclusive Management and Maintenance of the Property and Lots.**

9.1. **Exclusive Management.** Developer shall consult on the creation of and shall have the exclusive right to the management of the Property's maintenance corporation, consistent with the protocols and procedures set forth by the City. Developer shall have the right to assign these management rights to a third party with commensurate experience and reputation in the industry, upon written approval from the City which shall not be unreasonably withheld. Such management rights shall be the subject of a separate property management agreement between the parties.

10. **Takedown Agreement.**

10.1. **Lot Purchase Rights.** In consideration for the waiver of the Consulting Services Fee as stated in Paragraph 2.3, Developer shall have the right to purchase any Lot from the City at a price or upon a calculation to be determined based on the evaluations reached at the conclusion of Phase I, beginning with the day that the Lot becomes permit-ready

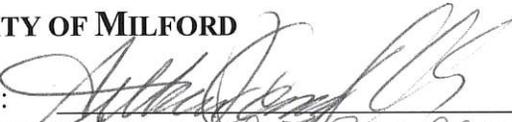
(and without regard to the approval, permitting or construction status of any other Lot) and ending on the date a written acceptance-ready good faith commercially reasonable offer (an "Offer") is presented to the City from an independent third party. Developer shall be obligated to present to the City any offers of purchase for a lot within the project within two (2) business days of when the Offer is made.

- 10.2. **Right of First Refusal.** As set forth above, in the event that an Offer is presented to the City, Developer shall have the right to purchase the Lot on the same terms as the Offer ("Right of First Refusal") prior to any acceptance of the Offer by the City, and no acceptance of an Offer will be valid or enforceable unless or until Developer elects not to exercise its Right of First Refusal, or the same expires. Developer's Right of First Refusal will expire fifteen (15) business days from the date upon which Developer is notified of the City's intent to accept the Offer, including all terms and conditions of that Offer. No failure to elect to exercise the Right of First Refusal with respect to any particular Lot shall be construed to be a waiver of the Right of First Refusal with respect to any other Lot. In the event that Developer exercises its Right of First Refusal, the City shall receive all revenues from the sale, net of any sales commission to Developer.
- 10.3. **Sale of Lot to Third Party.** Subject to the provisions of Paragraph 11.2 above, the City may sell a Lot to a third party. The calculation of the distribution of the profits, if any, from any third-party sale, along with any other terms and conditions, shall be determined at the conclusion of Phase I.
- 10.4. **Exclusive Right to Purchase Unfinished Lots.** In the event that the City determines that it is unwilling or unable to continue development of the Property, or any portion thereof as set forth in the then-current site plan, the City will provide notice to Developer. Upon receipt of such notice, Developer will have the exclusive right to purchase the Property, or any portion thereof, at a price to be determined by the parties in good faith. Any purchase made under this Paragraph will be subject to standard due diligence rights, including but not limited to title, survey, and environmental inspections and reporting, and shall be assignable by Developer to Tsionas or Emory Hill at Developer's discretion.

Signature Page to Follow

IN ACKNOWLEDGEMENT OF the Recitals and Conditions of this Memorandum of Understanding the parties affix have affixed their signatures and seals below.

CITY OF MILFORD

By:  (SEAL) Dated: 03/31/2022
Name: ARTHUR J. CAMPBELL
Title: MAYOR

TSIONAS MANAGEMENT CO, INC.

By:  (SEAL) Dated: 3/2/22
Name: Angela Tsionas
Title: President

NAI EMORY HILL REAL ESTATE SERVICES, INC.

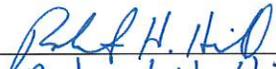
By:  (SEAL) Dated: 3/3/22
Name: Robert H. Hill
Title: Vice President

EXHIBIT A
TO
MEMORANDUM OF UNDERSTANDING





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

PHONE 302.422.1111
FAX 302.424.3553
www.cityofmilford.com

To: City Council and Mayor
From: Mark A. Whitfield, City Manager
Subject: Milford Museum and Landmarks Commission, Inc Agreement
Date: September 5, 2024

On July 27, 2020, the City entered into an agreement with The Friends of the Milford Museum, Inc. Since that date, The Friends of the Milford Museum, Inc has changed names to the Milford Museum and Landmarks Commission, Inc. Additionally, the Museum has worked with City staff to devise a lease for the former Milford police station with the intent of creating a new home for the museum and to create a visitor welcome center. Attached for Council's consideration is a revised Agreement with the museum laying out those initiatives.

Staff recommends Council authorize the Mayor to execute the attached Agreement with the Milford Museum and Landmarks Commission, Inc

**AGREEMENT
BY AND BETWEEN
THE CITY OF MILFORD
AND
THE FRIENDS OF THE MILFORD MUSEUM INC.**

This Agreement, made and entered into this 27th day of July, 2020, is by and between the Friends of the Milford Museum Inc. (doing business as the Milford Museum), a Delaware corporation ("Museum"), and the City of Milford, Delaware, a Delaware municipal corporation ("City").

WITNESSETH:

WHEREAS, in accordance with the Milford City Charter and Milford City Code, the City leases the building housing the Museum and provides annual financial support for the Museum, and

WHEREAS, the Museum is an educational, charitable, nonprofit organization incorporated in the State of Delaware, and

WHEREAS, the City has determined that providing education on the history of Milford to residents and visitors is an important component of the City's economic development and cultural enrichment.

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

I. MISSION AND SCOPE

The Mission of the Museum is to portray all aspects of Milford life through the preservation and display of its collections for public education and research. The Museum agrees to furnish all personnel and equipment necessary for the daily operation of the Museum.

II. TERM AND REPORTING

The term of this Agreement shall be from July 1, 2020 to June 30, 2021. This agreement will renew automatically for successive one (1) year periods, beginning the following July 1, unless terminated as outlined in XII.

Museum will provide an annual report of activity to the City Council no later than April 15 each year.

III. FUNDING REQUEST

A. Annual Request for Funding.

By April 1 each year, Museum shall make an annual funding request to City as part of the City's budget process.

B. Items to Be Included in Budget Request.

In its submission to City for a funding grant, Museum shall include as a minimum the following information:

1. How funds granted by the City to Museum, for e prior fiscal year, were used.
2. How Museum intends to use funds requested from the City for the upcoming fiscal year.
3. Best estimated total projected annual budget for Museum for ensuing fiscal year at the time of submlsion.
4. Other funding sources by categories, including, but not limited to, private grants, public grants, gifts, solicitations, government grants, and solicitations the Museum has received for the upcoming year, and what government or public grants were denied.

C. Review

The Request shall be reviewed by the appropriate City Council Committee and/or the entire City Council as part of the City's budgeting process. The City Council shall have the discretion to budget an amount to be granted to Museum taking into consideration other budget requirements of the City and other funding sources available to Museum. The City through its City Manager, or designee, shall advise Museum in writing of any issues arising from the City Council annual review process and shall inform Museum of the projected budget grant for the next fiscal year by June 1, and the final adopted amount by July 1.

IV. GRANT AWARD AND PAYMENT

If the City Council awards a grant to Museum, it shall pay the grant in full on or before January 15, following the passage of the City budget. Museum shall use the funds granted as it deems reasonable and necessary, in accordance with Section B.2 above.

V. SUBCONTRACTS

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

VI. REPRESENTATION ON BOARD

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

VII. NON-DISCRIMINATION PROVISIONS

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

VIII. COMPLIANCE WITH THE LAW

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

IX. CONFLICT OF INTEREST/POLITICAL ACTIVITY

- A. The public officials, employees and agents of the City shall comply with all applicable laws and regulations relating to conflicts of interest with regard to the work and compensation covered by this Agreement.
- B. The Museum shall not use the compensation paid through this Agreement for political activities or legislative activities. For the purpose of this Agreement, the terms "political activities" and "legislative activities" shall have the meanings ascribed to them by the Internal Revenue Service.

X. INDEPENDENT CONTRACTOR

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

XI. INDEMNIFICATION

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

XII. CANCELLED, TERMINATION, OR SUSPENSION

- A. This Agreement may be terminated at any time by written, mutual agreement of the parties. The City may terminate the Agreement if funds are not appropriated at the beginning of a new fiscal year for the Services described herein. The City shall have the right to terminate this Agreement in the event that the Museum is in default or violation of the terms or provisions of this Agreement and fails to cure such default or violation in the manner specified in subsection 'B' below.
- B. In the event of such default or violation by the Museum, the City shall send to the Museum, by certified mail, a Notice Demand to Cure Default, explaining the specific nature and extent of the default or violation. The Museum shall cure or remedy said violation or default within sixty (60) working days after receipt of said Notice, unless a longer time is agreed upon by both parties in writing. In case the default is not cured or remedied within sixty (60) working days or a longer period of time if agreed upon, the City may exercise its option to terminate this Agreement upon five (5) days written notice thereafter.

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

XIII. AMENDMENTS

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

XIV. NOTICE

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

Notice to the City shall be addressed to:

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

Notice to the Museum shall be addressed to:

Board President
Milford Museum
121 South Walnut Street
Milford, Delaware 19963

XV. SEVERABILITY

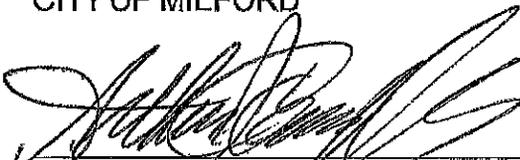
It is mutually agreed that in case any provision of this Agreement is determined by a court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all the other provisions of this Agreement shall remain in full force and effect.

XVI. ENTIRE AGREEMENT

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

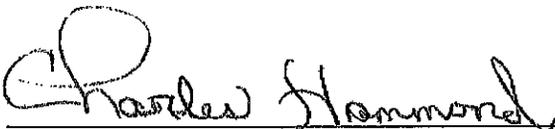
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CITY OF MILFORD



Arthur J. Campbell, Mayor

MILFORD MUSEUM



Charles Hammond, President

Attest:

James R. Chase

Witness:

Claudia Leister

**AGREEMENT
BY AND BETWEEN
THE CITY OF MILFORD
AND
MILFORD MUSEUM AND LANDMARKS COMMISSION, INC.**

The Agreement, made and entered into this _____ day of June 2024, is by and between the Milford Museum and Landmarks Commission, Inc. (doing business as the Milford Museum), a Delaware corporation ("Museum"), and the City of Milford, Delaware, a Delaware municipal corporation ("City")

WITNESSETH:

WHEREAS, In accordance with the Milford City Charter and Milford City Code, the City owns the former Milford Police Station (located at 400 NE Front Street) and provides annual financial support for the Museum; and

WHEREAS, the Museum is an educational, charitable, nonprofit organization incorporated in the State of Delaware; and

WHEREAS, the City has determined that providing education on the history of Milford to residents, students, and visitors is an important component of the City's economic and cultural enrichment; and

WHEREAS, the Milford Museum has undertaken an initiative to create a Museum and Welcome Center creating a Welcome Center where these activities and exhibits can be available for the public; and

WHEREAS, the City agrees to lease the building at 400 NE Front Street to the Museum for this initiative.

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

I. MISSION AND SCOPE

The Mission of the Museum is to portray all aspects of Milford life through the preservation and display of its collections for public education and research. The Museum agrees to furnish all personnel and equipment necessary for the daily operation of the Museum.

II. TERM AND REPORTING

The term of this Agreement shall be from July 1, 2024, to June 30, 2025. This agreement will renew automatically for successive one (1) year periods, beginning the following July 1, unless terminated as outlined in Section XI.

The museum will provide an annual report of activity to the City Council no later than April 15 each year.

III. FUNDING REQUEST

A. Annual Request for Funding.

By April 1 each year the Museum shall make an annual funding request to the City as part of the City's budget process.

B. Items to Be Included in Budget Request.

In its submission to the City for a funding grant, the Museum shall include as a minimum the following:

1. How funds granted by the City to the Museum, for a prior fiscal year, were used.
2. How the Museum intends to use funds requested from the City for the upcoming fiscal year.
3. Best estimated total projected annual budget for the Museum for ensuing fiscal year at the time of submission.
4. Other funding sources by categories, including, but not, limited to, private grants, public grants, gifts, solicitations, government grants, and solicitations the Museum has received for the upcoming year, and what government or public grants were denied.

C. Review

The Request shall be reviewed by the appropriate City Council Committee and/or the entire City Council as part of the City's budgeting process. The City Council shall have the discretion to budget an amount to be granted to the Museum taking into consideration other budget requirements of the City and other funding sources available to the Museum. The City through its City

Manager, or designee, shall advise the Museum in writing of any issues arising from the City Council annual review process and shall inform the Museum of the projected budget grant for the next fiscal year by June 1, and the final adopted amount by July 1.

IV. GRANT AWARD AND PAYMENT

If the City Council awards a grant to the Museum, it shall pay the grant in full on or before January 15, following the passage of the City budget. The Museum shall use the funds granted as it deems reasonable and necessary, in accordance with Section B.2 above

V. SUBCONTRACTS

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

VI. REPRESENTATION ON BOARD

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

VII. NON-DISCRIMINATION PROVISIONS

The Museum will not discriminate against any visitor, volunteer, or employee because of race, creed, color, religion, citizenship status, gender, age, national origin, ancestry, disability, sexual orientation, gender identify or expression, marital status, pregnancy, military veteran status, political beliefs or affiliation, genetic history, or other characteristic protected by law. Said protections shall apply to all areas of employment, including recruitment, hiring,

training/development, promotion, transfer, dismissal, layoff, compensation, benefits, social and recreational programs.

VIII. COMPLIANCE WITH THE LAW

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

IX. CONFLICT OF INTEREST/POLITICAL ACTIVITY

- A. The public officials, employees and agents of the City shall comply with all applicable laws and regulations relating to conflicts of interest with regard to the work and compensation covered by this Agreement.
- B. The Museum shall not use the compensation paid through this Agreement for political activities or legislative activities. For the purposes of this Agreement, the terms "political activities" and "legislative activities" shall have the meanings ascribed to them by the Internal Revenue Service.

X. INDEPENDENT CONTRACTOR

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

XI. INDEMNIFICATION

Museum shall indemnify, release, defend, become responsible for and forever hold harmless the City, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities, of any character and from any cause whatsoever brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property arising out of or resulting from any act, error, omission, or intentional act of the Museum or its agents, employees, or subcontractors, arising out of or in any way connected with the

subject matter of this Agreement or the work or operations expressly authorized herein; provided, however, that the Museum need not save harmless the City its employees or agents. In addition, the City shall not be liable or responsible in any manner to any subcontractor with whom the Museum has contracted for additional services under the terms of the Agreement.

CANCELLED, TERMINATION, OR SUSPENSION

- A. This Agreement may be terminated at any time by written, mutual agreement of the parties. The City may terminate the Agreement if funds are not appropriated at the beginning of a new fiscal year for the Services described herein. The City shall have the right to terminate this Agreement in the event that the Museum is in default or violation of the terms or provisions of this Agreement and fails to cure such default or violation in the manner specified in subsection 'B' below.
- B. In the event of such default or violation by the Museum, the City shall send to the Museum, by certified mail, a Notice Demand to Cure Default, explaining the specific nature and extent of the default or violation. The Museum shall cure or remedy said violation or default within sixty (60) working days after receipt of said Notice, unless a longer time is agreed upon by both parties in writing. In case the default is not cured or remedied within (60) working days or a longer period of time if agreed upon, the City may exercise its option to terminate this Agreement upon five (5) days written notice thereafter.
- C. In the event of termination, the Museum shall refund to the City a pro-rated portion of the compensation paid pursuant to Section III above. The Museum shall refund the pro-rated amount to the City within 30 days of the effective date of termination.

XII. AMENDMENTS

XIII. NOTICE

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

Notice to the City shall be addressed to:

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

Notice to the Museum shall be addressed to:

Board President
Milford Museum
400 NE Front St.
Milford, Delaware 19963

XIV. SEVERABILITY

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

XV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are of not further force or affect.

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

CITY OF MILFORD

MILFORD MUSEUM

Todd Culotta, Mayor

Charles Hammond, President



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

PHONE 302.422.1111
FAX 302.424.3553
www.cityofmilford.com

To: City Council and Mayor
From: Mark A. Whitfield, City Manager
Subject: Milford Museum and Landmarks Commission, Inc Lease
Date: September 5, 2024

The Friends of the Milford Museum, Inc and City staff have drafted a lease for the former Milford police station with the intent of creating a new home for the museum and to create a visitor welcome center. Attached for Council's consideration is a Lease with the museum for use of the former police station.

Staff recommends Council authorize the Mayor to execute the attached Lease with the Milford Museum and Landmarks Commission, Inc

**COMMERCIAL
LEASE AGREEMENT**

MADE this _____ day of _____, 20____, by and between **The City of Milford, a Delaware Chartered Municipality**, of 201 S. Walnut Street, Milford, DE 19963 (hereinafter collectively referred to as "Landlord"); and **The Milford Museum and Landmarks Commission, Inc.**, of 121 S. Walnut Street, Milford, DE 19963, (hereinafter referred to as "Tenant"). All words herein, referring to Landlord or Tenant shall be taken to be of such gender and number as the circumstances may require. If the Landlord or Tenant be more than one person, these provisions shall be taken to bind and apply to them jointly and severally, or if a corporation, then to its successors and assigns.

W I T N E S S E T H :

That the parties of this Lease, intending to be legally bound, hereby covenant and agree as follows:

1. **PREMISES:** Landlord leases to Tenant and Tenant accepts, as Tenant, the premises to a suitable Tenant for business purposes, described as follows (hereinafter referred to as "the Leased Premises" or "premises"):

Property located at

2. **TERM:**

The term of this lease shall begin at 12:00 o'clock A.M. on September 10, 2024 and shall terminate at 11:59 o'clock P.M. on September 8, 2044 unless sooner terminated as provided in this Lease. Lease shall automatically renew for two additional five (5) year periods unless either party provides a ninety (90) day notice to the other party to terminate.

3. **RENT:**

The rent due under this Lease is **\$1.00 per year**.

4. **UTILITY COSTS:**

Tenant shall be responsible for the hook-up and costs of those utilities and services checked:

<u> X </u> Gas/Heating Fuel	<u> X </u> Sewerage
<u> X </u> Electric	<u> X </u> Solid Waste (garbage)
<u> X </u> Water	<u> X </u> Landscaping
<u> X </u> Telephone	<u> X </u> Other (Generator)
<u> </u> De-icing/Snow Removal	<u> </u> Lawn maintenance

In the event Landlord charges or collects payment from Tenant for utility services, the amount so charged or collected shall not exceed the amount Tenant would be billed by the public utility service if the same was directly metered by the public utility.

5. HOLD OVER TENANT:

Whenever the term of the rental agreement expires, as provided herein or by the exercise by the Landlord of a right to terminate, and if the Tenant continues in possession of the premises after the date of termination without the Landlord's consent, such Tenant shall pay to the Landlord a sum equal to double the monthly rental under the previous agreement, computed and pro-rated on a daily basis, for each day the Tenant remains in possession. In addition, the holdover Tenant shall be responsible for any further losses incurred by the Landlord.

6. RENEWAL OF LEASE WITH MODIFICATIONS OR AMENDMENTS:

If Landlord intends to renew this Lease agreement subject to amended or modified provisions, Landlord shall give Tenant a minimum of sixty (60) days' written notice prior to the expiration of the rental agreement, that the agreement shall be renewed subject to amended or modified provisions. Such notice shall specify the modified or amended provisions and the date on which any modifications or amendments shall take effect. After receipt of such notice from Landlord, unless Tenant notifies Landlord of Tenant's intention to terminate the existing rental agreement a minimum of thirty (30) days prior to the last day of the term, the provisions of the amended or modified rental agreement shall be deemed to have been accepted and agreed to by Tenant, and the terms of the lease, as amended, shall take full force and effect.

7. RENEWAL OF LEASE WITHOUT MODIFICATIONS OR AMENDMENTS:

Unless Landlord and Tenant agree in writing to renew the Lease without modifications or amendments prior to the expiration of the Lease, the Lease shall terminate upon expiration of the Lease Term stated in Paragraph 2.

8. SUBLEASE AND TRANSFER:

Without the prior written consent of Landlord, Tenant shall not: (a) sublet or rent the Leased Premises or any part thereof; (b) transfer possession or occupancy thereof to any person, corporation, partnership or association; (c) advertise the same in any newspaper or other place; (d) transfer or encumber this Lease Agreement; nor, (e) shall any assignment hereof be affected by operation of law or otherwise without such consent. Any such consent, if given by Landlord, shall not release Tenant from any of his obligations under this Lease nor shall it serve as a waiver of the need for written consent in all future cases.

8.1 Landlord may assign this lease at any time without the consent of Tenant. In the event Landlord assigns this lease, Landlord shall provide written notice of said assignment to Tenant within 10 days of said assignment. Such assignment shall not

alter Tenant's rights under the terms of this lease, unless Tenant consents to such alteration in writing or except as otherwise provided herein.

8.2 In the event of sale or transfer of the leased premises, the buyer or transferee shall have the option of terminating this Lease after giving ninety (90) days advance written notice to Tenant. In the event Landlord or the Owner of the Lease premises places the property for sale, Tenant shall make the premises accessible at reasonable hours for viewing by prospective purchasers, transferee, and/or realtors. If Tenant so demands in writing, Tenant shall be given 48 hours advance written notice of any such viewing. This clause shall be self-operative, but in any event Tenant shall execute promptly any estoppel certificate or other assurances that Landlord may request in furtherance hereof.

9. HABITABILITY:

Tenant acknowledges that the Leased Premises have been thoroughly inspected by him and that they are in good repair and habitable/usable for its intended purposes. Tenant acknowledges that the Leased Premises are accepted in an "as is" condition in each and every respect. Within 7 days after the signing of this lease the parties shall complete an inspection sheet or checklist provided by the Landlord, which sets forth the condition of the premises. Said inspection sheet or checklist shall be signed by both parties. Upon request by Tenant, Landlord shall provide a copy of said inspection sheet or checklist to Tenant.

10. USE:

The Leased Premises shall be used for and occupied as a museum, tourist/welcome center and related uses and for no other purpose. Tenant shall not use the Leased Premises for any disorderly, illegal or immoral purposes nor commit any waste or permit any nuisance in or about the Leased Premises. Tenant shall not do or suffer anything to be done in and about the Leased Premises, which will increase the rate of fire or other insurance or jeopardize coverage of the same. Tenant shall not permit any undue noise or behavior to disturb the peace of other tenants. If Tenant shall commit or suffer anyone to commit any of the foregoing act(s), it shall be considered an act of default under this Lease.

11. ALTERATIONS AND REPAIRS:

Tenant shall not make any alterations, additions or improvements, nor do any painting without prior written consent of Landlord. Plans for any changes shall be submitted to Landlord for review and approval which shall not be unreasonably withheld before any work is begun. Any alterations, additions or improvements made shall become the property of Landlord (except trade fixtures) and shall remain in and be surrendered with the Leased Premises at the end of the term, without disturbance, molestation or injury. Only Landlord's workmen or contractors shall be permitted to make repairs or alterations in the Leased Premises unless otherwise previously agreed in writing by Landlord. All workmen will comply with all laws, ordinances and regulations applicable to

such work and the Leased Premises. It is expressly understood and agreed that all alterations, additions, improvements, or repairs made by Tenant as of the date of this Agreement are approved.

11.1 Absent Lessor's prior written permission, Tenant shall not place any signs or object on the roof or any portion of the exterior of the property; make any changes to or paint the exterior; install any exterior lighting, paintings, signs or displays, place any sign or display on fences, sidewalks, parking lots or driveways of any type that may be viewed from the exterior of the Property. Plans for any changes shall be submitted to Landlord for review and approval which shall not be unreasonably withheld before any work is begun. All agreed signs must be removed by Lessee at his expense at the termination of this lease. It is expressly understood and agreed that all signs or exterior displays placed by Tenant as of the date of this Agreement are approved.

12. TENANT AGREEMENT:

The Tenant agrees:

12.1 That in case of fire, condemnation or other casualty Landlord shall not be liable for damages of any nature whatsoever sustained by Tenant, caused by or resulting from such fire, condemnation or other casualty, or by failure to restore the premises. Landlord shall, however, use his best efforts to repair the premises within thirty (30) days, but if the leased space or the building in which it is located is damaged substantially by such fire, condemnation or other casualty, Landlord may at his discretion terminate this Lease within such period. During the thirty (30) day period rent shall abate in proportion to the destruction and uninhabitability of the Leased Premises.

12.2 In the event of condemnation, Landlord shall be entitled to the full award paid by the condemnor.

12.3 To indemnify and hold Landlord harmless from all expense and liability by reason of any injury or damage to any person or property caused either by accident or occurrence on the Leased Premises for events under the control of or due to the fault of Tenant. Tenant will obtain insurance for this as provided later in this Lease.

13. ANIMALS:

Tenant shall not keep any animals on or about the premises without the written consent of Landlord.

14. OUTBUILDINGS

Several outbuildings on the property belong to the Milford Police Department and shall remain on the property. Milford Police Department shall always have free and clear access to the buildings and their contents.

15. LANDLORD ENTRY:

Landlord or his authorized representative may enter the Leased Premises at any time without the consent of Tenant in case of emergency, and Landlord or his authorized representative may enter the Leased Premises upon the giving of reasonable notice to the Tenant in any other case. Reasonable notice shall mean no less than 48 hours prior to the entry, unless the Landlord is entering to make repairs specifically requested by the Tenant. Such Tenant shall not unreasonably withhold consent to Landlord or his authorized representative to enter into the Leased Premises to inspect it or make necessary or agreed upon repairs or improvements, or to show the Premises to a prospective purchaser. Tenant may not change the lock or locks on the entrance or entrances to the Leased Premises or install a special lock without the prior written consent of Landlord. Tenant shall immediately upon installation provide a key to Landlord. Failure to comply with the provisions of this paragraph shall constitute an act of default under this Lease.

16. VACATING PREMISES:

Prior to any removal by Tenant of Tenant's possessions from the Leased Premises during the term of this Lease, Tenant shall notify the Landlord. Failure to do so shall constitute an act of default under this Lease. If at any time, Tenant shall have vacated or ceased to occupy the Leased Premises or shall have removed all or substantially all of Tenant's possessions therefrom without having notified the Landlord, the Landlord may enter the Leased Premises and alter, renovate and/or rehabilitate it without diminution or abatement of rent or the payment of any compensation to Tenant and such action shall have no effect whatsoever upon Tenant's obligation under this Lease. Any property of Tenant remaining in the Leased Premises in any such event shall be deemed abandoned by Tenant and may be retained or disposed of by Landlord as provided by law; provided, however, that the fair market value of any such property of Tenant retained or disposed of by the Landlord shall be credited against the rent or delinquency.

17. QUIET ENJOYMENT:

Upon Tenant's paying the rent herein reserved, and by observing and performing all the covenants and provisions of this Lease to be observed and performed by Tenant, Landlord hereby warrants the quiet enjoyment of Tenant in the Leased Premises; provided, however, that it shall not be a breach of this warranty if Tenant's use and enjoyment of the Leased Premises is disturbed by acts or omissions of other Tenants in the Leased Premises or by other parties having no contractual relationship with Landlord.

18. SUBORDINATION:

This Lease shall be subject and subordinate to all present or future mortgages or underlying leases which may now or hereafter affect the Leased Premises and to all renewals, modifications, replacements and extensions thereof. This clause shall be self-operative but in any event Tenant shall execute promptly any estoppel certificate or other assurances that Landlord may request in furtherance hereof.

18. LIABILITY INSURANCE:

Tenant shall immediately obtain a tenant's insurance policy at his own expense which policy shall provide for general public liability and hazard insurance in the amount of \$ 1,000,000.00 per person and \$ 2,000,000.00 per accident. All insurance policies carried pursuant to this paragraph shall name Landlord as an additional insured on said polic(ies). Tenant shall, without demand and as of course, furnish Landlord with a certificate or certificates evidencing such insurance. Failure of Tenant to provide the certificate or certificates shall constitute an act of default under this Lease.

20. INDEMNIFICATION:

Lessee agrees to carry insurance as previously set forth herein and to indemnify Lessor and hold him harmless from any loss, expense, or claims arising out of the use of the property by Lessee, his employees, invitees, agents or visitors or any other person whatsoever. Except in the event injury is the result of Landlord's willful neglect or misconduct, Lessor shall not be liable for any injury or loss on or about the property to Lessee, his employees, agents, invitees, subtenants, licensees or concessionaires or any other person entering the property. Lessor shall not be liable to Lessee for any injury to person or damage to the premises caused by defect or failure of equipment, pipes, wiring, broken glass, clogged drains, water, gas, electricity, oil leakage or by any portion of the premises becoming out of repair. Lessor shall not be liable for loss or damage that may be caused by acts or omissions of other tenants of the Property.

21. DEFAULT AND REMEDIES:

21.1 Acts of default under the terms of this lease shall include, but not be limited to, the following:

21.1.1 If Tenant shall make an assignment or arrangement for the benefit of creditors, or if a petition in bankruptcy, reorganization or insolvency is filed by or against Tenant, or a receiver or trustee is appointed for any of Tenant's property or if an execution is issued against Tenant.

21.1.2 Failure to do any act which is required by the terms of this Lease.

21.1.3 The commission of any act which is prohibited by the terms of this Lease.

21.1.4 The occurrence of any other act of default which is specified elsewhere in this Lease.

21.1.5 Failure to pay rent when due.

21.1.6 Any act which is illegal, immoral or prohibited by law.

21.1.7 If Tenant shall cease to exist by an act of The Milford City Council or the State of Delaware

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

21.2.1 Cancel and terminate this Lease by thirty (30) days written notice to Tenant or any person claiming under Tenant who shall thereupon surrender quiet and peaceable possession of the Leased Premises and all keys and other personal property of Landlord to Landlord. Provided, however, for nonpayment of rent, such notice period shall be sixty (60) days written notice.

21.2.2 Eject Tenant from Leased Premises.

21.2.3 File an action for Distress for Rent.

21.2.4 Exercise of any other remedy which may be available at law or in equity or under the terms of this Lease.

22. LIENS:

Landlord shall have a lien for all sums hereunder on all personal property placed on the premises, except merchandise sold in the ordinary course of business. A Uniform Commercial Code lien is additionally hereby created in accordance with the code terms and conditions to protect Landlord.

23. NOTICE:

All notices, requests, demands and other communications, including a notice to quit, required or permitted under this Lease shall be in writing, signed by or on behalf of the person giving such notice and may be served in any one of the following manners and shall be effective as of the time specified:

23.1 If by personal service upon Landlord or Tenant, on the date of such service when served by an adult person upon the party to receive the notice or upon an authorized member of Tenant's Board of Trustees, or upon the agent of any corporation, or other business entity.

23.2 If by posting on the Leased Premises, on the date of posting the same in a conspicuous place on the Leased Premises (this method of service to be used only for notices, requests, demands and other communications, including notices to quit, from Landlord to Tenant).

23.3 If by registered or certified mail, on the date of receipt of the same as evidenced by the return receipt if signed by the party to be served or an adult member of the household or agent of the corporation or other business entity. If the same is returned

by the U.S. Postal Service bearing notations such as "Refused" or "Unclaimed," service shall be deemed to have been made on the first business day following mailing of the same.

24. NON-WAIVER BY LANDLORD:

No failure by Landlord to insist upon the strict performance by Tenant of any covenant, agreement, term or condition of this Lease or to exercise any right or remedy upon a breach of this Lease shall constitute a waiver of any such breach or of any such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Lease, but each and every covenant, agreement, term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach.

25. 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 Landlord or Tenant.

26. GOVERNING LAW:

This Lease shall be governed by Delaware Law. If any particular term, covenant or provision of this Lease shall be determined to be invalid, illegal, void or unenforceable, the same shall not affect the remaining provisions of this Lease which shall nevertheless remain in full force and effect and said term, covenant or provision shall be deemed modified to conform with the law. The parties acknowledge and agree that this is a Commercial Lease. Accordingly, this Lease shall NOT be governed by the Delaware Landlord-Tenant Code 25 Del. C., Section 5101 et seq.

27. INTEGRATION:

This Lease sets forth all the promises or representations, agreements and undertakings between Landlord and Tenant relative to the Leased Premises. There are no promises, representations, agreements or undertakings, either oral or written, between Landlord or Tenant except as set forth herein. No amendment, change or addition to this Lease shall be binding upon either party unless reduced to writing and signed by both parties. This Lease shall be binding upon Landlord and Tenant, their heirs, executors, administrators, assigns and successors, both Landlord and Tenant being duly authorized to execute the same.

28. EXECUTION:

This Lease shall be executed in two (2) counterparts and each shall be considered valid as an original for all purposes.

29. LANDLORD ADDRESS:

Any notice or communication which may or must be sent by virtue of this Lease to Landlord or served on Landlord shall be sent to Landlord or served on Landlord at the address set forth in the first paragraph of this Agreement. Any notice or communication

which may or must be sent to Tenant or served on Tenant shall be sent to Tenant or served on Tenant at _____. Landlord and Tenant agree to keep the other notified of any changes in address as set forth above. This is subject to the rules of service for purposes of litigation.

30. SIGNS:

Landlord may post "To Let" and "For Sale" signs on the Leased Premises.

31. COST OF REPAIRS AND MAINTENANCE:

The cost of repairs and maintenance shall be borne as follows:

31.1 Items necessitated by vandalism shall be paid for by Tenant, regardless of cost.

31.2 General cleaning and routine items shall be paid for by Tenant, regardless of cost.

31.3 Items necessitated by Tenant's negligence or acts shall be paid for by Tenant, regardless of cost.

31.4 Within the first 24 months after the effective date of the lease, the Tenant shall replace the roof, HVAC equipment, and generator and related electric panels/wiring at the expense of the Tenant.. Conversion to any mechanical system to natural gas shall also be at the expense of the Tenant.

31.5 Repairs, replacement or renovation of the building, grounds, HVAC or utility systems less than \$2000 will be paid for by the Tenant, including any repairs, replacement or renovation required to make such building or grounds comply with any code, ordinance or statute. Repairs, replacement, or renovations \$2000 or more will be paid by the Landlord.

32. COSTS AND ATTORNEY'S FEES:

In the event any action is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to collect costs and reasonable attorney's fees arising therefrom.

33. NO CONCLUSION AS TO DRAFTER:

This Agreement is the product of the parties hereto and no conclusion shall be made as to its drafter in the event of any dispute.

34. WAIVER OF JURY TRIAL:

The parties to this Agreement agree to waive their rights to demand a jury trial in any action which may be brought to enforce any portion of this Agreement.

35. TIME OF THE ESSENCE:

Time shall be of the essence for the performance of all terms of this Agreement.

36. JOINT AND SEVERAL LIABILITY:

If the Tenant is more than one person or entity, the obligation created by this Lease Agreement is intended to be a joint and several obligation of the undersigned.

37. SEVERABILITY:

In the event any part of this Agreement is declared invalid by a court the remaining portions shall remain in full force and effect.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease the day and year first above written.

ATTEST:

LANDLORD: City of Milford, Delaware

_____(SEAL)
F. Todd Cullotta, Mayor

CITY SEAL:

WITNESS:

TENANT: The Milford Museum and
Landmarks Commission, Inc.

_____(SEAL)
Charles Hammond, Jr., President
Board of Trustees

**STATE OF DELAWARE` *
* ss.
COUNTY OF SUSSEX ***

BE IT REMEMBERED, that on this _____ day of _____,
20____, personally appeared before me, the Subscriber, a Notary Public for the State
and County aforesaid, F. Todd Cullotta, Mayor of the City of Milford, party to this
Indenture, known to me personally to be such, and he acknowledged this Indenture to
be his act and deed.

GIVEN under my hand and seal of office, the day and year aforesaid.

Notary Public

**STATE OF DELAWARE` *
* ss.
COUNTY OF SUSSEX ***

BE IT REMEMBERED, that on this _____ day of _____,
20____, personally appeared before me, the Subscriber, a Notary Public for the State
and County aforesaid, Charles Hammond, Jr., President of the Board of Trustees of the
Milford Museum and Landmarks Commission, Inc., party to this Indenture, known to me
personally to be such, and he acknowledged this Indenture to be his act and deed.

GIVEN under my hand and seal of office, the day and year aforesaid.

Notary Public