

City of Milford



City Council Committee Agenda

April 23, 2018
5:30 P.M.

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

Economic Development Committee Meeting

Call to Order – Chairperson Chris Mergner

Unfinished Business

- Realtor RFP Update
- Armory Tenant Update

New Business

- Downtown Milford Inc. Contract/Lease
- Wireless Facility Ordinance*
- Chapter 19-Economic Development and Redevelopment Draft Changes
- Chapter 130-Floodplain Management
- Greater Kent Committee Request

Adjourn

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

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

CITY HALL
201 South Walnut Street
Milford, DE 19963
www.cityofmilford.com



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

TO: Economic Development Committee

FROM: Rob Pierce, Planning & Development Director

DATE: April 23, 2018

RE: RFQ - Commercial Real Estate Sales and Marketing Services

During the month of March 2018, the City solicited proposals from qualified commercial real estate companies for commercial real estate sales and marketing services for City-owned property, primarily in the Greater Milford Business Complex and Independence Commons office park. The Department received one proposal in response to the Request for Qualifications (RFQ) from R&R Commercial Realty. Enclosed is a copy of the submission.

Staff reviewed the submission and found R&R Realty qualified to perform the work as outlined in the RFQ documents. R&R Realty has proposed a compensation rate for each sale of 6% gross, of which 3% would be split with cooperating brokers.

Should the Economic Development Committee concur that the responding firm is qualified to perform the work, staff will prepare a contract for review by the City Solicitor. Staff recommends an initial contract period of two (2) years. The draft contract will be presented to City Council for approval at a later date.

R&A

COMMERCIAL REALTY



46 S. State Street
Dover, DE 19901
(302) 674-3400
(302) 674-8479- Fax

208 Market St
Georgetown, DE 19947
(302) 856-4000

R & R

COMMERCIAL
REALTY

LETTER OF TRANSMITTAL

Established in 1996 by Charles C. Rodriguez, R & R Commercial Realty, Inc. is a highly successful real estate firm located in Kent and Sussex County, Delaware. With the focus on commercial real estate R & R is one of the most visible as well as respected firms within their service area. Our services include Retail, Office, Industrial, Property Management, Land Sales, Development, and Self-Storage Facilities.

R & R Commercial Realty provides our clients with the utmost care and respect. We take a hands on approach with all of our clients to provide them with the best service available and to assist them in achieving their goals for their property.

R & R Commercial Realty uses their extensive knowledge of the market along with their years of experience in commercial real estate to provide our clients with results.

R & R Commercial Realty offers over 79 years of commercial real estate experience in the Delaware Market place. With our combined efforts we provide the broadest exposure and market coverage. The combination of our in depth local market knowledge, combined with our national and regional contact, provide an optimal combination to better serve in the marketing, leasing, and management of our clients property.

REAL ESTATE PROPOSAL

Prepared for:

Terri Hudson
RFQ: Real Estate Sales and Marketing Services
City of Milford

Presented by:

Charles C. Rodriguez



April 6, 2018



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TEAM ORGANIZATION

COMPANY INFORMATION

Incorporated in State of Delaware: 1996

OWNER AND BROKER

Charles C. Rodriguez - Licensed in Delaware and Maryland

AGENTS

Cynthia A. Yencer	Licensed Since 2000	Agent, Property Manager, Office Manager
Carl B. Kaplan	Licensed Since 1996	Agent, Appraiser
George M. Records	Licensed Since 1986	Agent, Broker, Appraiser
Keith Walpole	Licensed Since 2000	Agent
Larry McAllister	Licensed Since 1979	Agent
Troy Windham	Licensed Since 2006	Agent
Larry Thompson	Licensed Since 2011	Agent
Tammy Creech	Licensed Since 2016	Agent
John Rowley	Licensed Since 2016	Agent
John Rowley, Jr.	Licensed Since 2016	Agent

EXECUTIVE ASSISTANTS

Cindy Yencer, Michele Garrison and Lori Huff are highly qualified and function as an integral part of the office. They assist with all real estate matters within the office which include but are not limited to: clerical tasks, taking phone calls, preparing flyers and other marketing materials, advertising properties online, ordering and scheduling sign installations, communicating with maintenance to facilitate repairs, property research, setting meetings and agendas, sending memos, accepting visitors, and setting daily schedule.

CONTACT INFORMATION

R&R Commercial Realty has offices in Dover and Georgetown. Our Dover office is located at 46 S. State Street, Dover, DE with a phone number of 302-674-3400 while our Georgetown office is located at 208 W. Market Street, Georgetown, DE with a phone number of 302-856-4000. R&R Commercial Realty can be found online at www.randrcommercialrealty.com

Charlie Rodriguez's email address is CCROD1@aol.com

Cindy Yencer's email address is Cindy869@gmail.com

TEAM QUALIFICATIONS AND EXPERIENCE

R & R Commercial Realty offers over 79 years of commercial real estate experience in the Delaware Market place. With our combined efforts we provide the broadest exposure and market coverage. The combination of our in depth local market knowledge, combined with our national and regional contact, provide an optimal combination to better serve in the marketing, leasing, and management of our clients property.

R&R Commercial Realty has worked extensively with the State of Delaware over the past several years including, but not limited to, selling of "excess" land.

R&R Commercial Realty has worked with the State of Delaware and National tenants locating office and warehouse space in Kent County Delaware. Examples of such dealings along with leases of larger warehouse space in Kent County within the past two years are as follows:

Recent R&R Lease Deals

Lease Comparables

<u>Property</u>	<u>Tenant</u>	<u>Square Feet</u>	<u>Use</u>
State Street Commons, Dover	DNREC	21,538	Office Space
97 Commerce Street, Dover	DNREC	13,000	Office Space
97 Commerce Street, Dover	State Benefits and Insurance Office	11,000	Office Space
Smyrna	DHSS	3,500	Office Space
Milford	DHSS	3,500	Office Space
McKee Busines Park, Dover	LKQ	55,000	Warehouse
McKee Busines Park, Dover	Chesapeake Utilities	35,000	Warehouse
Commerce Street, Dover	Proctor and Gamble	100,000	Warehouse
155 Commerce Street, Dover	DNREC	12,000	Warehouse
McKee Busines Park, Dover	Energizer	235,000	Warehouse

R&R Commercial Realty worked extensively with each prospective tenant in order to locate a property to fit their needs.

Previous Commercial Land Sales History

Property	Seller	Buyer	Acreage	Use	Sale Price
Southern Blvd, Camden	Pennsy Supply	Frank DiMondi	43 +/- Acres	Industrial	\$1,200,000
Route 13 & 42, Cheswold	Central Delaware Business Park	Multiple Lots Sold	1-10 +/- Acres	Industrial Land	\$70,000- 600,000
Corner of Horsepond Road & Lafferty Lane, Dover	Tilcon	LD Shank	10 +/- Acres	Industrial Land	
North Street, Dover	Onix	DGKP Properties	5 +/- Acres	Industrial Land	\$750,000
North Street, Dover	Dover Station, LLC	T Anderson	3 +/- Acres	Industrial Land	\$450,000
Enterprise Business Park	Del Homes Group	Bob MacLeish	1.8 +/- Acres	Industrial Land	\$460,000
Enterprise Business Park	Eric Tamesis	Bob Tamesis	1.9 +/- Acres	Industrial	\$480,000

Anticipated Rates for Land Sales

We estimate sales with roads & access to sewer and water and shared water retention between \$75,000 to \$100,000 per acre for Independence Commons Professional Park and the Greater Milford Business Complex.

KEY INDIVIDUAL QUALIFICATIONS AND EXPERIENCE

Charles C. Rodriguez - Licensed in Delaware and Maryland

Cynthia A. Yencer Licensed Since 2000 Agent, Property Manager, Office Manager

Carl B. Kaplan Licensed Since 1996 Agent, Appraiser

Keith Walpole Licensed Since 2000 Agent

The four main individuals working on this project will be Charles Rodriguez (broker), Cynthia Yencer, Carl Kaplan and Keith Walpole. Charles, Cynthia, Carl and Keith have been working together since 2006 accomplishing many individual listings, sales, and leases.

Charlie Rodriguez will be considered the lead Agent upon listing the property. R&R has listed and sold many unimproved industrial land parcels in Kent County, Delaware. They were integral in selling individual lots within the Central Delaware Business Park and Enterprise Business Park. R&R Commercial Realty, as a whole, has sold land within the Stover Business Park and warehouse space in Bryan Business Park.

Upon gaining the listing for the Independence Commons Professional Park and the Greater Milford Business Complex, R&R will take immediate action to prepare a very aggressive marketing strategy. R&R Commercial Realty utilize numerous different advertising media to achieve this goal. We use color brochures, Direct Contact, Direct Mailers to restaurants, retailers, banks, credit unions, urgent care facilities & hospitals, the Internet and Signage. Listed below are ways in which we market the property.

Color Brochure - which includes: Tax Map, Zoning Map, Traffic Counts, Aerial Photo, Site Plan, Pictures, Location Map, and property details. The color brochure is available to be given during showings of the property, mailed or emailed to potential tenants who call in and are interested in the property. The brochure is also used in the Direct mailers to provide potential tenants with all the information regarding each property.

Trade Papers - We advertise in our local papers such as The News Journal, Delaware State News, and a paper that reaches more of the East Coast area called Business Opportunities Guide. We find that this form of advertising is less effective and most of our interest comes from the internet and direct contact.

Direct Contact & Direct Mail - We would contact restaurants, retailers, banks, credit unions, urgent care facilities & hospitals

Internet - The property would be advertised on our web site, Loop.net, Costar, and MLS. Each of these medias are very effective, they reach a mass number of potential tenants and real estate agents who are looking in our market. Our website can be accessed by anyone and the information is available for them to view. It also allows them to email us to request additional information. Loopnet and Costar usually require a membership to access potential property information, however these two websites are widely used by other Commercial Real Estate agents and retailers to search for properties throughout the country.

Sign – There is signage that would be placed on the property.

Proposed Compensation – Our Commission for the sale of land would be 6% of the gross consideration for which the property is sold. We would split with cooperating brokers 3%.

DEMONSTRATED EXPERIENCE WITH LOCAL REAL ESTATE MARKET

Charles Rodriguez, broker for R&R Commercial Realty since its inception in 1996, is one of the most visible and respected individuals in our market area. His experience (as it relates to unimproved land) includes, but not limited to, development of raw land for retail shopping centers, industrial parks, office parks, manufacturing centers, and self-storage facilities. Charles not only works with local developers in Kent County but has regional and national exposure to national chains including retail centers, restaurants, offices, distribution centers, and banks.

Mr. Rodriguez is familiar with the procedures taken to develop land and has assisted with engineers to accomplish this task multiple times. He has met with local authorities including, but not limited to, city planners, commissions, water and sewer authority, Kent County Conservation, DeIDOT, etc. to ensure the proper steps were taken to develop raw land. Charles is familiar with zoning codes and comprehensive plans of towns, cities, and Kent County and how these can affect the potential uses for raw land. Charles is also familiar with land development costs and has knowledge of costs do vary from property to property.

Carl Kaplan, licensed agent who has worked with Charles for almost 20 years, has similar experience with land development. In addition, Carl has been a commercial appraiser for over 20 years. He has deep knowledge of determining highest and best use for a specific property which includes deriving information and gaining knowledge from zoning districts, comprehensive plans, committee members, DeIDOT, etc. Carl has also assisted in many projects for DeIDOT and has great understanding of eminent domain acquisitions for construction of future roadways and creating new traffic patterns.

R&R Commercial Realty is fully aware of changes within the marketplace. We have constant contact with DeIDOT and when proposed thoroughfares or interchanges take place, have meetings with City and County Planners to determine proposed uses for properties (including raw land), and keep in contact with other governmental officials to keep pace with proposed changes in the marketplace.

R&R Commercial Realty is also aware of national chains who are interested in locating their businesses in Kent County. We attend national meetings from chains in need for prospective locations in our area. R&R is in constant contact with other brokers who represent national chains in need of locations in our marketplace. R&R Commercial Realty has assisted in numerous projects in conjunction with national brokers for development and/or purchase of existing improved properties.

REFERENCES

Frank DiMondi
TLFD Management, LLC
P.O. Box 578
Dover, DE 19903
302-730-0150

Jack Beiser
Del Homes Catalog Group
P.O. Box 8
Magnolia, DE 19962
302-698-1295

Tom Cramedas
Axia Management
222 S. DuPont Hwy
Dover, DE 19901
302-674-2200

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

Planning Department



Request for Qualifications
For
Commercial Real Estate Sales and Marketing Services

February 14, 2018

City of Milford, Planning Department
Request for Qualifications
2018 Commercial Real Estate Sales and Marketing Services

Public Notice is hereby given that the City of Milford Planning Department will accept Statements for Qualifications from Commercial Real Estate Professionals. **Interested firms shall submit three (3) copies of their submittals on or before 3:00 p.m., Friday April 6, 2018** to the Clerk's Office, Attention Terri Hudson, City Hall, 201 S. Walnut Street, Milford, Delaware 19963. Envelopes shall be marked "RFQ: Commercial Real Estate Sales and Marketing Services." Any submittals received after the stated time will be returned unopened.

Professional services will include, but are not limited to, real estate services related to the analysis, marketing, and sale, lease or exchange of City-owned real property, primarily within the Independence Commons Professional Park and the Greater Milford Business Complex.

Award of any contract/agreement will be based on competitive, qualification-based ranking. The City reserves the right to award a contract/agreement that is in the best interest of the City and may award to multiple firms or none. The resulting contract/agreement period will be for one (1) year with an option to renew. **The Statement of Qualifications shall be limited to 10 pages and include:**

- A. A Demonstrated commercial real estate experience and expertise of the firm, including:
 - i. Previous commercial land sales history,
 - ii. Commercial land sales volume,
 - iii. Capability to take on a project of this scope,
 - iv. List of commercial land sold during the last five years with the sales price per acre and the listing to sold price ratio,
 - v. References from at least three clients with similar properties in Kent or Sussex Counties.
- B. Staff expertise in marketing and sales of undeveloped commercial property, including:
 - i. Qualifications of all staff who will be assigned directly to the work.
- C. Firm's staffing capacity to meet the expected work load of the project
- D. Location of office(s)
- E. Draft marketing approach for the project that demonstrates and understanding of the merits and value of Milford and the location and characteristics of the properties.
- F. Provide a proposed commission structure, including:
 - i. Proposed commission split,
 - ii. Anticipated rates for land sales

The formal selection process may be obtained by contacting Rob Pierce by email at rpierce@milford-de.gov or by phone at 302-424-8396.

Eric Norenberg
City of Milford, City Manager

City of Milford, Planning Department
Request for Qualifications
2018 Commercial Real Estate Sales and Marketing Services

INFORMATION FOR RESPONDERS

1. INTRODUCTION

- A. The City of Milford’s Planning Department is seeking qualified firms to submit a Statement of Qualifications demonstrating the ability to provide professional Commercial Real Estate Sales and Marketing Services for the City of Milford.

2. SCOPE OF SERVICES

- A. The City of Milford Planning Department, in accordance with Delaware Code and the Milford Charter, is requesting a Statement of Qualifications from qualified firms who are interested and capable of providing professional commercial real estate sales and marketing services for the City of Milford.
- B. Professional services will include, but are not limited to, commercial real estate services related to the analysis, marketing, and sale, lease or exchange of City-owned real property, primarily within the Independence Commons Professional Park and the Greater Milford Business Complex.
- C. See Appendix A for exhibits showing available City-owned land in Independence Commons and the Greater Milford Business Complex.
- D. See Appendix B for individual marketing sheets developed by the City of Milford for each available lot.

3. PURPOSE OF PROCEDURE

- A. The Planning Department is using a qualification-based selection process to comply with Delaware Code and City of Milford procurement policies. This procedure provides for an orderly process of solicitation of professional qualifications; evaluation and ranking of qualifications; establishment of a ranked list of service providers; interview selected service providers if required; and negotiation of the scope of services and fees.
- B. The City reserves the right to investigate and confirm the candidate’s financial responsibility. This may include financial statements, bank references, and interviews with past consultants, employees, or creditors. Unfavorable responses to these investigations are grounds for rejection.

City of Milford, Planning Department
Request for Qualifications
2018 Commercial Real Estate Sales and Marketing Services

4. SOLICITATION CYCLE

- A. The City of Milford reserves the right to award contracts and future projects to the Inspection firm selected by this Request for Qualifications, if deemed to be in the best interest of the City of Milford. Ranking of submittals, creation of service provider shortlist and applicant notification of ranking shall be determined within 60 calendar days of the Request for Qualification due date.

5. STATEMENT OF QUALIFICATIONS CONTENT AND FORMAT

- A. Firms shall submit three (3) printed copies of their Statement of Qualifications and one electronic version on CD or flash drive. The Statement of Qualifications must be printed on 8 ½ by 11-inch paper. Foldout charts, tables, spreadsheets, and single-line diagrams are acceptable. The Statement of Qualifications is limited to 10 pages and shall include:

- 1) A Demonstrated commercial real estate experience and expertise of the firm, including:
 - i. Previous commercial land sales history,
 - ii. Commercial land sales volume,
 - iii. Capability to take on a project of this scope,
 - iv. List of commercial land sold during the last five years with the sales price per acre and the listing to sold price ratio,
 - v. References from at least three clients with similar properties in Kent or Sussex Counties.
- 2) Staff expertise in marketing and sales of undeveloped commercial property, including;
 - i. Qualifications of all staff who will be assigned directly to the work.
- 3) Firm's staffing capacity to meet the expected work load of the project
- 4) Location of office(s)
- 5) Draft marketing approach for the project that demonstrates and understanding of the merits and value of Milford and the location and characteristics of the properties.
- 6) Provide a proposed commission structure, including:
 - i. Proposed commission split,
 - ii. Anticipated rates for land sales

6. SELECTION PROCESS

- A. Statements of Qualifications will be evaluated on the content provided and the City of Milford may choose to interview one or more of the responding firms. However, at its discretion, the City of Milford may dispense with interviews and select a firm or firms to perform the work. A selection committee appointed by the Planning Department will assist with screening and evaluation of submittals. Selected references will be contacted. The City reserves the right to award a contract in the best interest of the City and may award to multiple firms or none. The formal selection process may be obtained by contacting Rob Pierce by email at rpierce@milford-de.gov or by phone at 302-424-8396.

City of Milford, Planning Department
Request for Qualifications
2018 Commercial Real Estate Sales and Marketing Services

- B. The City of Milford expects to evaluate proposals and provide written notification of the short-listed firms within 60 days of receipt of submittals. The City of Milford will seek to negotiate a contract/agreement, a detailed scope of work, fee schedule, etc. with the highest ranked firm.
- C. Questions shall be forwarded to Rob Pierce, Planning & Development Director via email at rpierce@milford-de.gov or via mail to Planning Department, 201 S. Walnut Street, Milford, DE at least ten (10) days prior to the submission deadline.

7. TERM

- A. The resulting Contract/Agreement term shall be for a period of one (1) year from the date of execution of a formal agreement. The term of the agreement may be extended for subsequent one-year terms upon written agreement by both parties and if in the best interest of the City.

8. LICENSES AND INSURANCE

- A. Must be licensed and in good standing with the State of Delaware to sell real estate, must be able to provide evidence of professional registrations/licenses and proof of insurance coverage.

9. SUBMITTAL GUIDELINES

- A. All submittals of Statements of Qualifications must be received on or before 3:00 p.m., Friday, April 6, 2018 to the City of Milford Clerk's Office, Attention Terri Hudson, City Hall, 201 S. Walnut Street, Milford, Delaware 19963. Envelopes shall be marked "RFQ: Real Estate Sales and Marketing Services." Any submittals received after the stated time will be returned unopened.
- B. The City will not be liable for any costs incurred in the preparation and production of a submittal, proposal, or any work performed to the execution of a contract. All submittals, proposals and other materials will become the property of the City of Milford.
- C. All information contained in this Request for Qualifications and acceptable provisions of the selected firm's response will be made part of the executed agreement for services.
- D. Upon request, the submitting firm shall submit additional information as requested by the City of Milford Planning Department.
- E. The City reserves the right to waive any informalities or irregularities and reject and or all proposals received as a result of this Request for Qualifications; negotiate changes in the scope of work or services to be provided; conduct investigations required to determine the submitting firm's performance record and ability to perform the

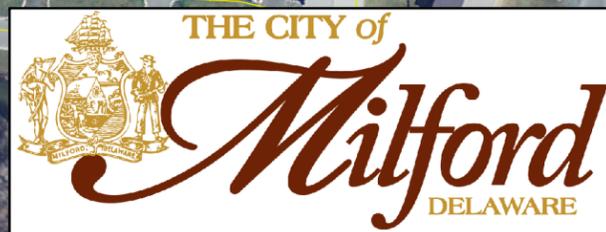
City of Milford, Planning Department
Request for Qualifications
2018 Commercial Real Estate Sales and Marketing Services

assignments specified as a part of this Request For Qualifications; negotiate separately with any source in a manner deemed to be in the best interest of the City.

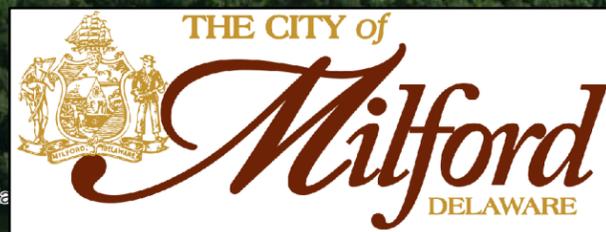
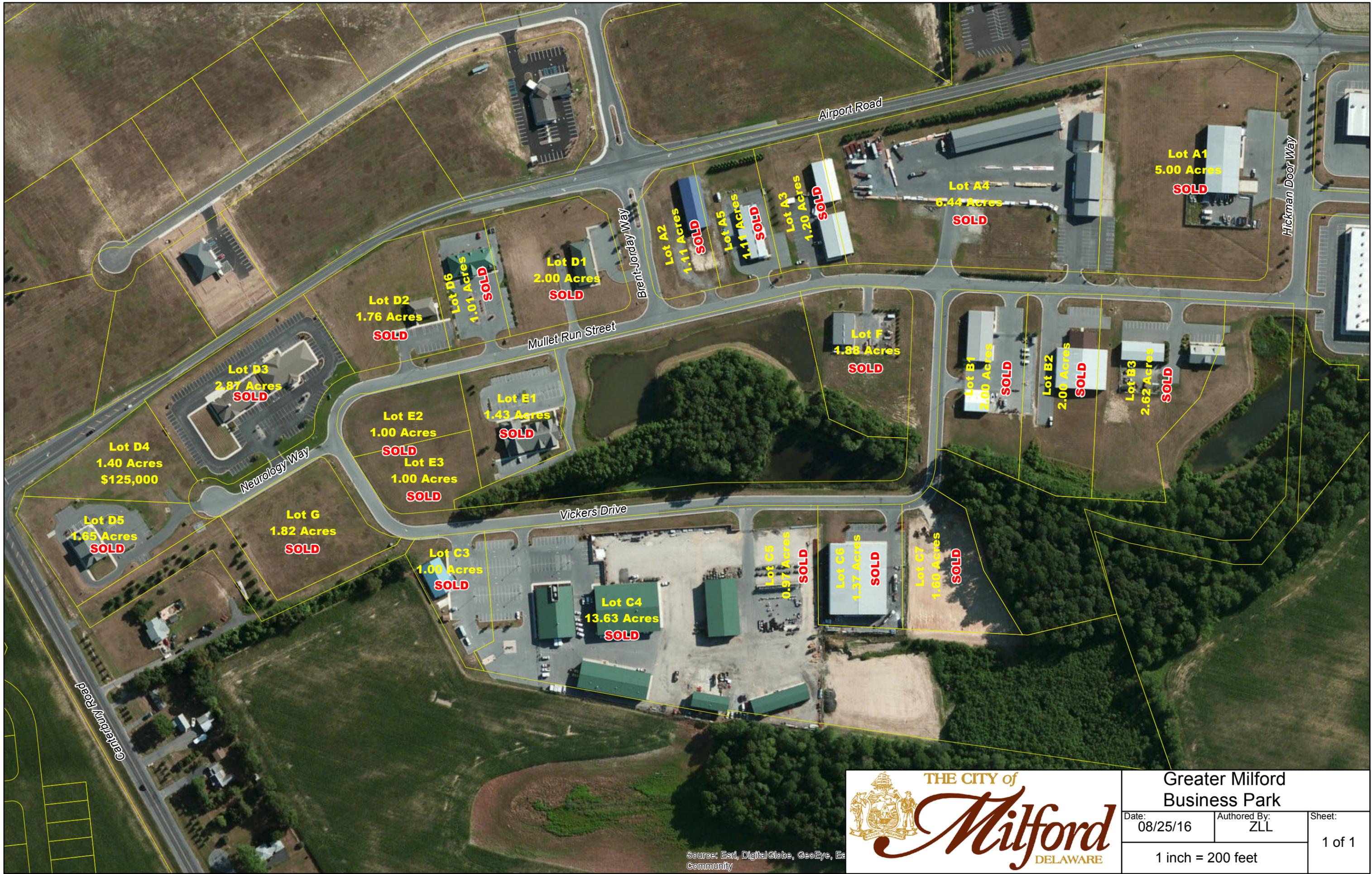
- F. If, through any cause, the contracted firm shall fail to fulfill in a timely and proper manner its obligations under this agreement, or if the firm shall violate any covenants, terms, or conditions of the agreement, then the City of Milford can cancel the contract without prejudice by giving at least five (5) days prior written notice to the firm of such termination.

City of Milford, Planning Department
Request for Qualifications
2018 Commercial Real Estate Sales and Marketing Services

**APPENDIX A – INDEPENDENCE COMMONS & GREATER
MILFORD BUSINESS COMPLEX EXHIBITS**



INDEPENDENCE COMMONS		
DATE: 03/07/16	AUTHORED BY: ZLL	SHEET: 1 OF 1
1 INCH = 200 FEET		



**Greater Milford
Business Park**

Date: 08/25/16	Authored By: ZLL	Sheet: 1 of 1
1 inch = 200 feet		

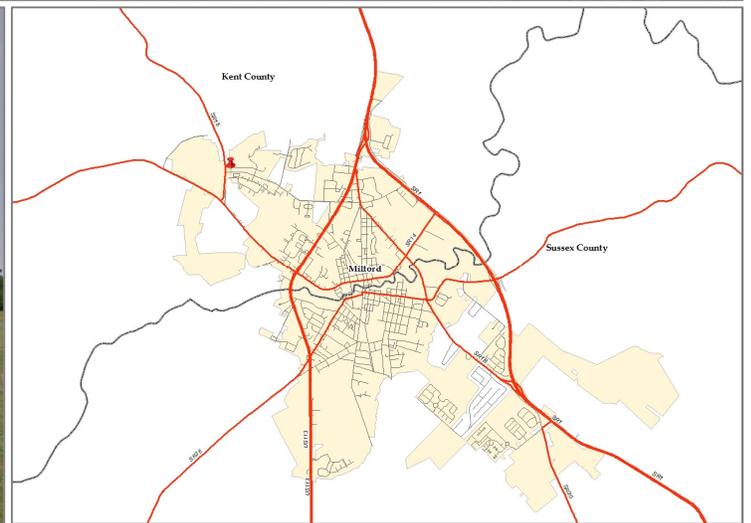
Source: Esri, DigitalGlobe, GeoEye, Earthstar, Community

City of Milford, Planning Department
Request for Qualifications
2018 Commercial Real Estate Sales and Marketing Services

**APPENDIX B – INDEPENDENCE COMMONS AND
GREATER MILFORD BUSINESS COMPLEX LOTS**

100 Kona Circle
Milford, DE 19963
MD16-173.00-01-03.13

\$ 125,000



1.40 acre property zoned BP (Business Park) located in the Greater Milford Business Park, off Airport Road, between Canterbury Road (SR 15) and US 113. Sewer, water, and electric available through the City of Milford.

Please contact:

Rob Pierce

Phone: (302) 424-3712

Fax: (302) 424-3558

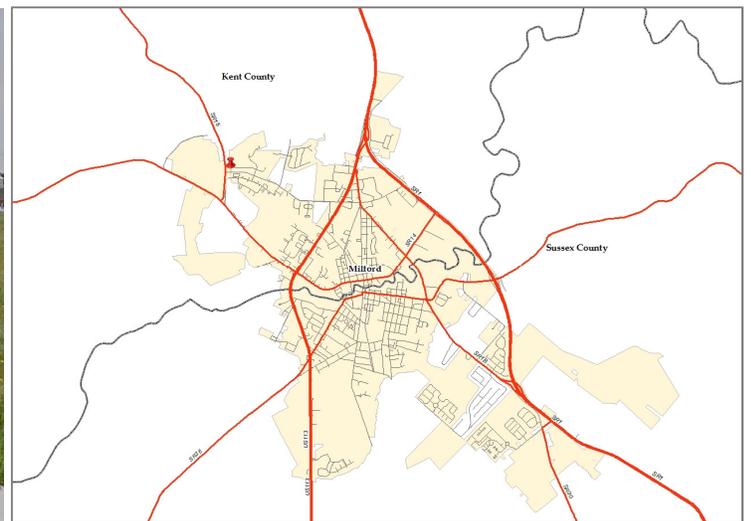
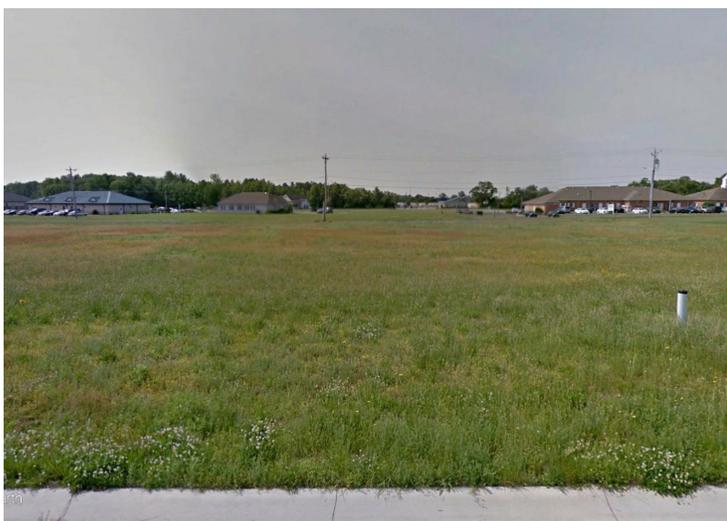
Email: rpierce@milford-de.gov

201 S Walnut Street

Milford, DE 19963

207 W Liberty Way
Milford, DE 19963
MD16-173.00-01-20.00

\$ 270,000



3.00 acre property zoned OC-1 (Office Complex) located in the Independence Commons Business Park, off Airport Road, between Canterbury Road (SR 15) and US 113. Sewer, water, and electric available through the City of Milford.

Please contact:

Rob Pierce

Phone: (302) 424-3712

Fax: (302) 424-3558

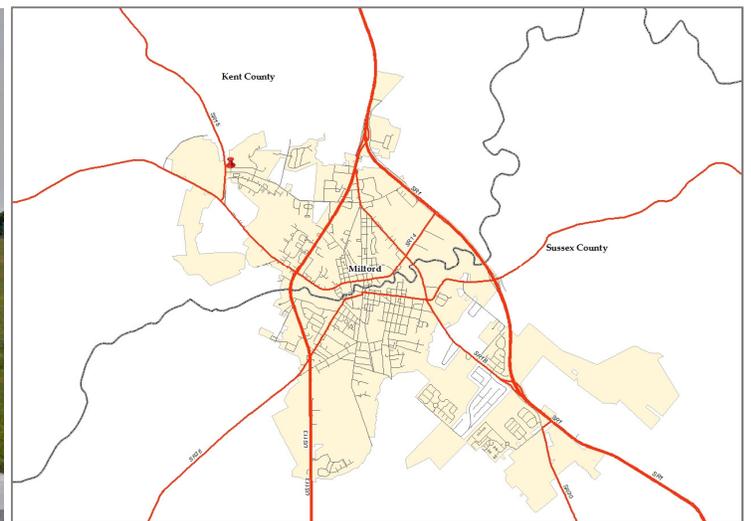
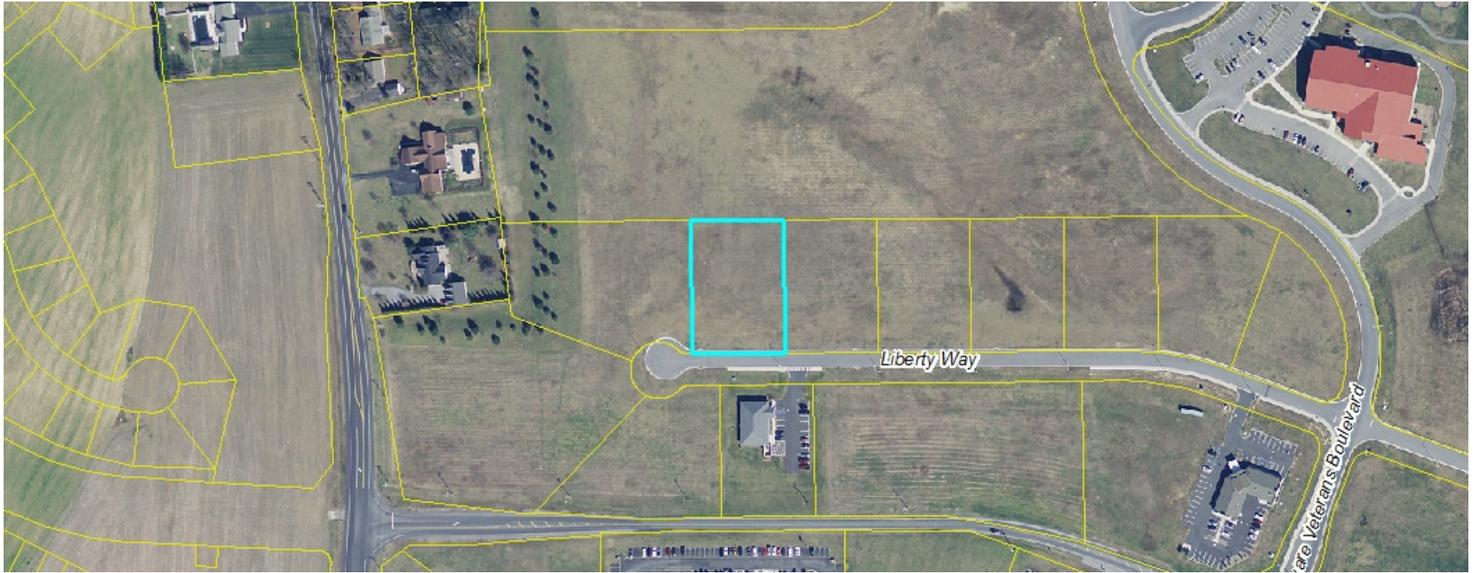
Email: rpierce@milford-de.gov

201 S Walnut Street

Milford, DE 19963

212 W Liberty Way
Milford, DE 19963
MD16-173.00-01-02.15

\$ 100,000



1.00 acre property zoned OC-1 (Office Complex) located in the Independence Commons Business Park, off Airport Road, between Canterbury Road (SR 15) and US 113. Sewer, water, and electric available through the City of Milford.

Please contact:

Rob Pierce

Phone: (302) 424-3712

Fax: (302) 424-3558

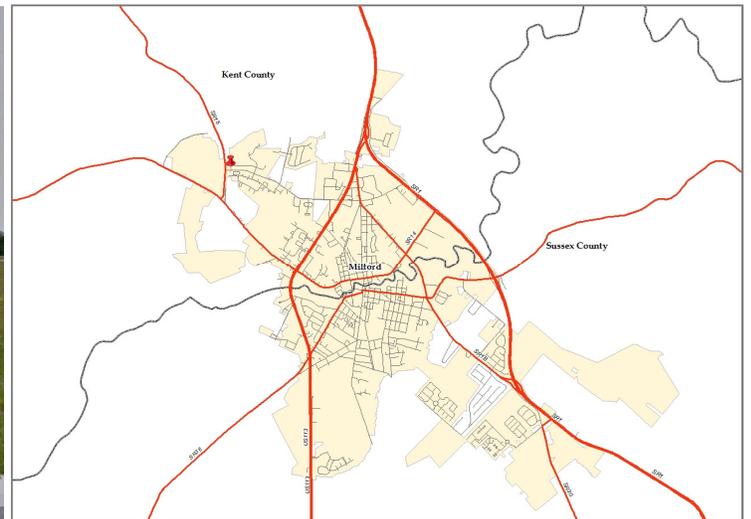
Email: rpierce@milford-de.gov

201 S Walnut Street

Milford, DE 19963

210 W Liberty Way
Milford, DE 19963
MD16-173.00-01-02.14

\$ 100,000



1.00 acre property zoned OC-1 (Office Complex) located in the Independence Commons Business Park, off Airport Road, between Canterbury Road (SR 15) and US 113. Sewer, water, and electric available through the City of Milford.

Please contact:

Rob Pierce

Phone: (302) 424-3712

Fax: (302) 424-3558

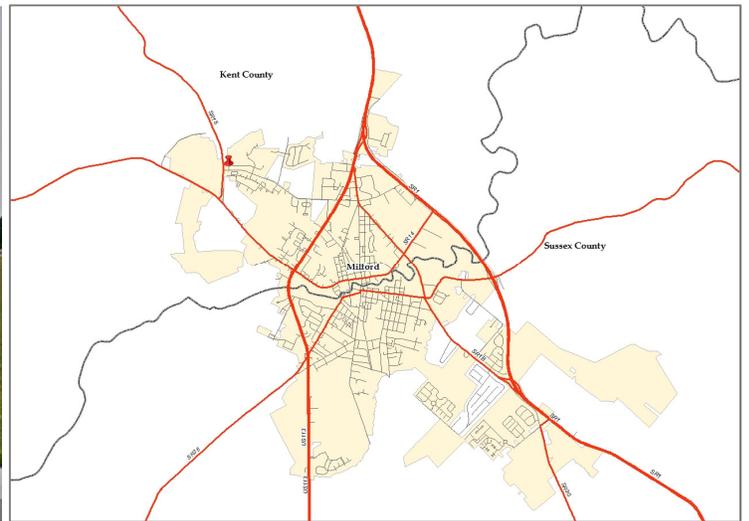
Email: rpierce@milford-de.gov

201 S Walnut Street

Milford, DE 19963

208 W Liberty Way
Milford, DE 19963
MD16-173.00-01-02.13

\$ 100,000



1.00 acre property zoned OC-1 (Office Complex) located in the Independence Commons Business Park, off Airport Road, between Canterbury Road (SR 15) and US 113. Sewer, water, and electric available through the City of Milford.

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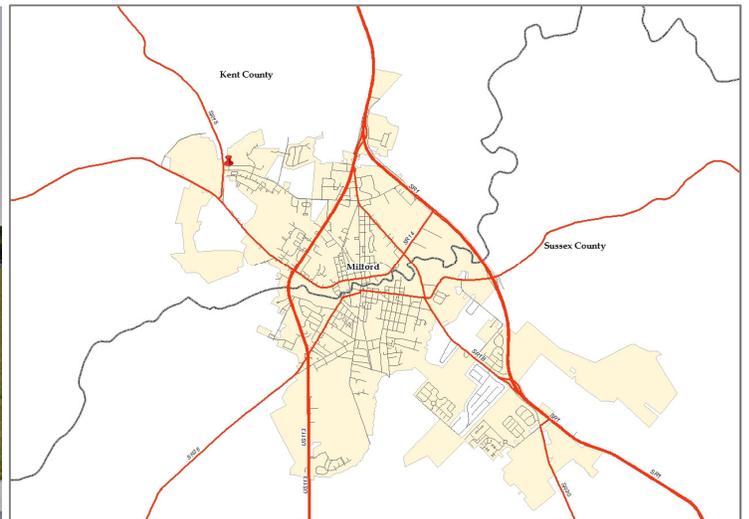
Email: rpierce@milford-de.gov

201 S Walnut Street

Milford, DE 19963

206 W Liberty Way
Milford, DE 19963
MD16-173.00-01-02.12

\$ 100,000



1.00 acre property zoned OC-1 (Office Complex) located in the Independence Commons Business Park, off Airport Road, between Canterbury Road (SR 15) and US 113. Sewer, water, and electric available through the City of Milford.

Please contact:

Rob Pierce

Phone: (302) 424-3712

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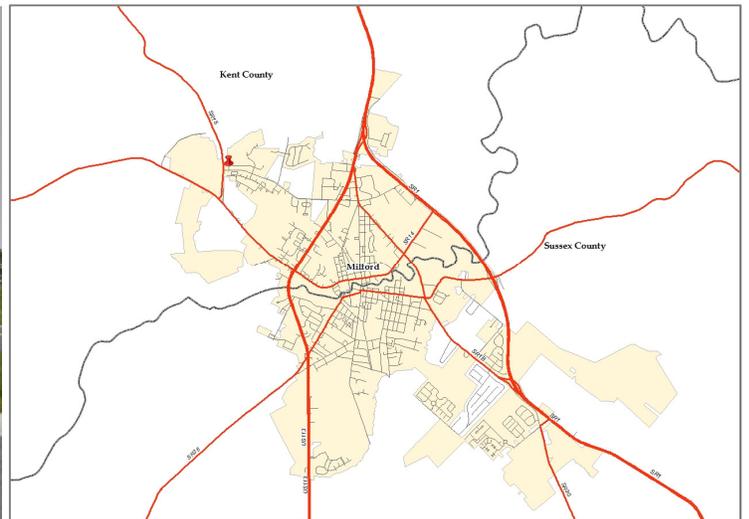
Email: rpierce@milford-de.gov

201 S Walnut Street

Milford, DE 19963

200 W Liberty Way
Milford, DE 19963
MD16-173.00-01-02.09

\$ 100,000



1.00 acre property zoned OC-1 (Office Complex) located in the Independence Commons Business Park, off Airport Road, between Canterbury Road (SR 15) and US 113. Sewer, water, and electric available through the City of Milford.

Please contact:

Rob Pierce

Phone: (302) 424-3712

Fax: (302) 424-3558

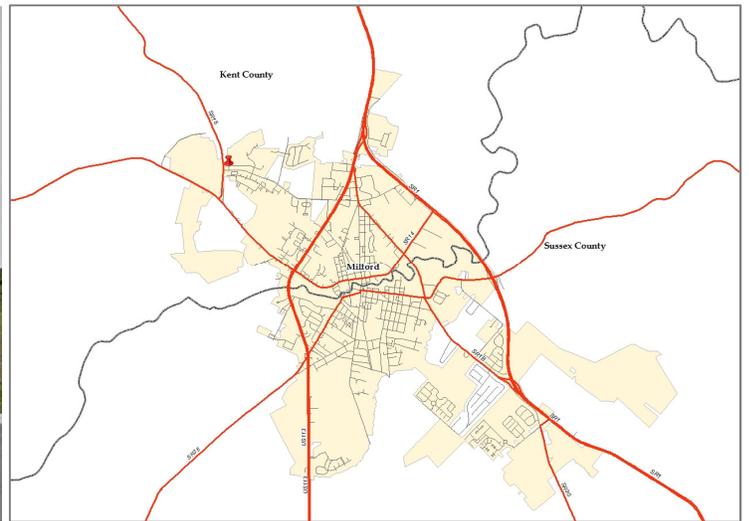
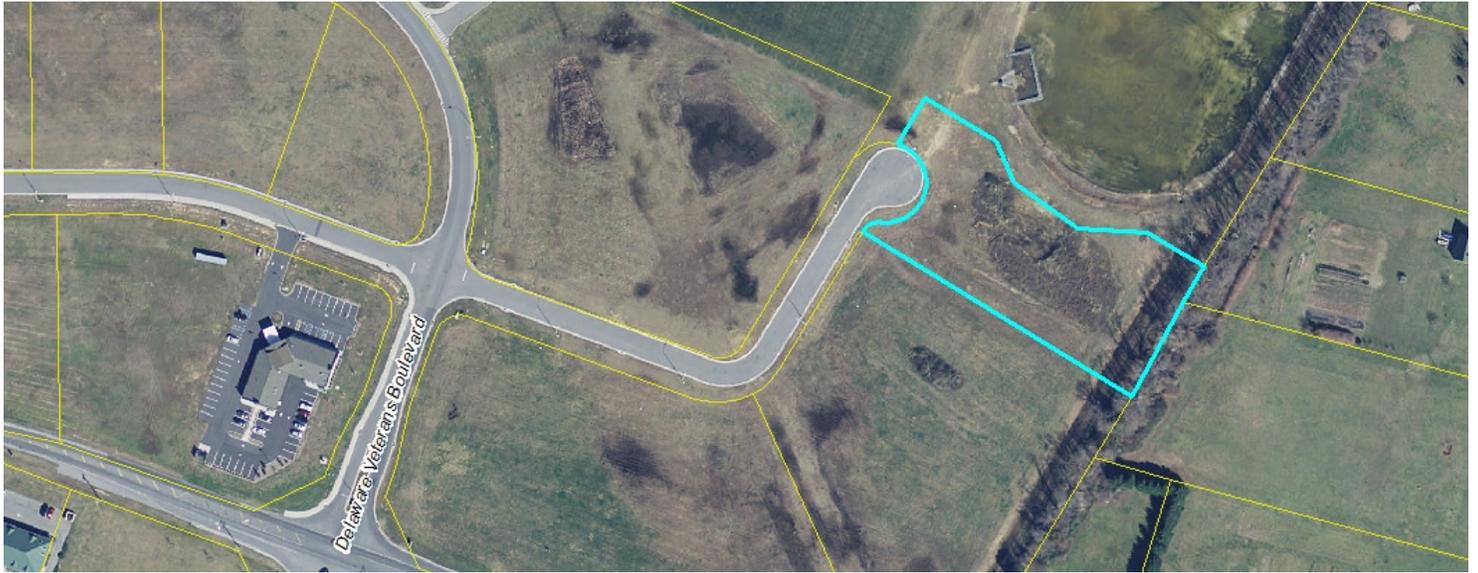
Email: rpierce@milford-de.gov

201 S Walnut Street

Milford, DE 19963

117 E Liberty Way
Milford, DE 19963
MD16-173.00-01-02.22

\$ 100,000



1.69 acre property zoned OC-1 (Office Complex) located in the Independence Commons Business Park, off Airport Road, between Canterbury Road (SR 15) and US 113. Sewer, water, and electric available through the City of Milford.

Please contact:

Rob Pierce

Phone: (302) 424-3712

Fax: (302) 424-3558

Email: rpierce@milford-de.gov

201 S Walnut Street

Milford, DE 19963

LEASE AGREEMENT

THIS LEASE AGREEMENT IS MADE this _____ day of _____, 2018 by and between THE CITY OF MILFORD, a political subdivision organized and existing under the laws of the State of Delaware, with an address of 201 South Walnut Street, Milford, Delaware 19963 (hereinafter called "Landlord"),

-AND-

DELAWARE COMMUNITY REINVESTMENT ACTION COUNCIL, INC., a non-profit corporation organized and existing under the laws of the State of Delaware, with an address of _____, _____, Delaware _____ (hereinafter called "Tenant").

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: In order to further the purpose of Tenant, Landlord leases to Tenant and Tenant accepts, as Tenant, the premises described as follows (hereinafter referred to as "the Leased Premises")

The non-exclusive use of the premises known as 604 North Walnut Street, Milford, Delaware 19963, also known formerly as the Milford Armory.

2. TERM AND RENEWAL: The initial term of this lease shall be for a period of five (5) years commencing at 12:00 o'clock a.m. on _____, 2018, and shall terminate at 11:59 o'clock p.m. on _____, 2023, unless sooner terminated as provided in this Lease. This lease shall automatically renew for an additional one (1) year term on the same terms and conditions herein contained unless Tenant provides notice of its intent to not renew at least sixty (60) days prior to the expiration of the lease term in effect at the time. If at any time during the term of this lease or any renewals thereof, Landlord decides it intends to demolish the premises, it shall give Tenant written notice of such intent to demolish, without exception. The lease term shall terminate one (1) year after such notice unless Tenant vacates the premises prior to the one (1) year period, in which case the termination shall be the date the premises are vacated.

3. RENT:

A. As consideration for the use of the premises, Tenant shall pay all utilities, custodial services, supplies, snow removal for sidewalks adjacent to the building

and along Walnut Street in front of the building, internal and external maintenance and repair expense, and insurance of any type provided in this Lease on the premises, for the entirety of the premises. As the primary tenant, Tenant agrees to manage the administration for other subtenants to share in the costs for utilities, custodial services, supplies, internal and external maintenance and repair expense, and insurance.

- B. In addition, Tenant shall make improvements, subject to prior written consent of Landlord which shall not be unreasonably withheld and any necessary permits, to enable the building to serve the functional needs of Tenant. Such improvements shall at a minimum include, installation / repair of heating and cooling, painting of occupied areas, installation of floor coverings in occupied areas, any roof repairs, and any plumbing or electrical repairs or improvements that are necessary for safe occupancy of the facility in accordance with applicable building codes.

4. SECURITY DEPOSIT: The parties have agreed to waive any security deposit.

5. SUBLEASE AND TRANSFER: Tenant may sublet specific spaces within the Premises, subject to the conditions below, but may not as assign or otherwise transfer its leasehold interest therein.

- a. Subletting: It is understood by both parties that the Premises shall only be occupied by non-profit or not-for-profit organizations that serve the public good and meet the terms of the City's deed restriction. Tenant may sublet office space or rent use of spaces within the Premises to such organizations that fulfill this requirement and comply with the terms and conditions of the Conditional Use Permit issued by the City.

6. USE: The Leased Premises shall be used by and occupied by Tenant as a meeting and training facility fulfillment of its primary mission to ensure equitable treatment and equal access to credit and capital through consumer and financial education and counseling programs, outreach, and advocacy. Other uses that are consistent with this mission and the City's Conditional Use Permit issue are also allowed. 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; nor shall Tenant do or suffer anything to be done in and about the Leased Premises which will increase the rate of insurance or jeopardize coverage of the same and if Tenant shall do any such act it shall be considered an act of default under this Lease. Tenant shall be responsible for ensuring subtenants comply with the terms of this agreement.

- a. Coordination: Tenant shall communicate with and coordinate with other users of the Armory site, including Milford Parks and Recreation and the community garden. As the primary Tenant, Tenant shall be

the primary point of contact between any subtenants and the City, Milford Parks and Recreation and/or the community garden leadership.

7. ALTERATIONS AND REPAIRS: Tenant shall not make any alterations, additions or improvements without prior written consent of Landlord which shall not be unreasonably withheld. Any alterations, additions or improvements made shall become the property of Landlord and shall remain in and be surrendered with the Leased Premises at the end of the term, without disturbance, molestation or injury. All repairs and alterations shall be paid for solely by Tenant as part of its rent. All contractors and tradespersons will comply with all laws, ordinances and regulations applicable to such work within the leased Premises.

8. TENANT AGREEMENT: The Tenant agrees:

A. That in case of fire, flood, condemnation, structural failure, mechanical system failure or other casualty, Landlord shall not be liable for damages of any nature whatsoever sustained by Tenant, caused by or resulting from such fire, flood, condemnation, structural failure, mechanical system failure or other casualty, or by failure to restore the premises. Landlord shall not be obligated to repair the premises in the event of such failure and if the premises are uninhabitable, the Lease shall terminate immediately upon such determination of uninhabitability.

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

C. 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 in the Leased Premises. Tenant will obtain insurance for this as provided later in this Lease.

9. LANDLORD ENTRY: Landlord or its authorized representative, during the times used by Tenant, may enter the Leased Premises at any time without the consent of Tenant in case of emergency, and Landlord or its authorized representative may enter the Leased Premises during the times used by Tenant upon the giving of reasonable notice to Tenant in any other case. Tenant shall not unreasonably withhold consent to Landlord or its authorized representative to enter into the Leased Premises to inspect it or make the agreed upon repairs or improvements, or prohibit the Landlord from using the leased premises for its own use with prior approval from Tenant. Tenant shall not interfere with use of and access to other buildings on the site that will continue to be used by the Landlord.

10. VACATING PREMISES: 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 regain possession of the premises. 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.

11. QUIET ENJOYMENT: Upon Tenant's fulfilling the obligations of 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.

12. LIABILITY INSURANCE: Tenant shall immediately obtain an insurance policy at its own expense which policy shall provide for general public liability insurance in the amount of \$500,000 per person and \$1,000,000 per accident and shall name Landlord as an additional insured on said policy. 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.

13. COMPLIANCE WITH LAWS.

A. Compliance with Laws. Tenant shall comply with and obey all applicable laws, ordinances, rules, regulations and requirements of the federal, state, city, or other governmental subdivision in which the premises are located, so far as the same effect the use and occupancy of the premises and the operations of the Tenant thereon.

B. Permits, Licenses and Other Approvals. Tenant shall obtain all permits, licenses or other approvals necessary to comply with this Lease. Tenant shall use due diligence to determine which permits, licenses or other approvals are required. In the event Landlord's permits, licenses or other approvals necessary for the operation of same are transferrable to Tenant, Landlord shall transfer same to Tenant to become effective on the date Tenant takes possession. All costs associated with obtaining all permits, licenses or other approvals, or the transfer thereof, shall be paid by the Tenant.

14. INDEMNIFICATION. Tenant agrees to carry insurance as previously set forth herein and to indemnify Landlord and hold it harmless from any and all loss, expense, or claims arising out of the use of the property by Tenant, its employees, invitees, agents, students, visitors, vendors or any other person whatsoever. Landlord shall not be liable for any injury or loss on or about the property to Tenant, its employees, agents, invitees, students, vendors, licensees or concessionaires or any other person entering the property as business invitees or guests of Tenant.

15. DEFAULT AND REMEDIES:

- A. The following shall be considered acts of default:
 - i. 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.
 - ii. Failure to do any act which is required by the terms of this Lease.
 - iii. The commission of any act which is prohibited by the terms of this Lease.
 - iv. The occurrence of any other act of default which is specified elsewhere in this Lease.
- B. In the event of an act of default, Landlord shall provide written notice to Tenant of such act. Tenant shall have thirty (30) days to cure such act of default and to provide Landlord with written notice of the steps taken to cure such default.
- C. In the event of an act of default, which after due notice has not been cured, the Landlord shall have the following remedies, which shall be cumulative:
 - i. 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.
 - ii. Eject Tenant from Leased Premises, for which purpose Tenant hereby authorizes any attorney or any court of record to appear for Tenant and confess judgment against Tenant in an amicable action of ejectment, with immediate writ for possession of the Leased Premises and for damages, to include attorney's fees.
 - iii. Exercise of any other remedy which may be available at law or in equity or under the terms of this Lease. In the event of a default Landlord shall be entitled to recover, inter alia, all costs and expenses, including reasonable attorney's fees, incurred by Landlord as a result of the default and/or the institution of legal proceedings as a result thereof. Landlord shall have the authority to recover said costs and expenses.

16. 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:

A. 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 officer of the organization.

B. 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).

C. 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 on 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.

17. 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 than existing or subsequent breach.

18. 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.

19. GOVERNING 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 effect 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. This Lease shall be governed by the laws of the State of Delaware. It shall not be governed by the Landlord-Tenant Code, 25 Del.C. §5501, et seq., as amended because this is intended as a private commercial lease.

20. 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 and 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 administrators, trustees, receivers, elected officials, officers,

assigns and successors, both Landlord and Tenant being duly authorized to execute the same.

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

22. GENDER: All words herein referring to Landlord or Tenant shall be taken to be of such gender and number as the circumstances may require, and 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.

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

WITNESS:

LANDLORD:

CITY OF MILFORD, DELAWARE

Attest: _____
City Clerk

By: _____ (SEAL)
_____, Mayor

[MUNICIPAL SEAL]

TENANT:

Delaware Community Reinvestment Action
Council, Inc.

Attest: _____

By: _____ (SEAL)

[CORPORATE SEAL]

Its: _____

DCRAC

Annual Report

July 2016 to June 2017

www.DCRAC.org

Our mission is to ensure equitable treatment and equal access to credit and capital throughout Delaware through advocacy, education, legislation, and outreach.

Rashmi Rangan
Executive Director
302-298-3250
rrangan@dcrac.org

Like us on Facebook @DCRACDelawareCRA
Follow us on Twitter # @DCRACDeICRA

600 S. Harrison Street
Wilmington, DE 19805

603 N. Church Street
Wilmington, DE 19801

20127 Office Circle
Georgetown, DE 19947

Dear friend:

The Community Reinvestment Act (CRA) was born 40 years ago. It is uniquely and beautifully American! It is about giving access: the keys that unlock credit and capital. DCRAC was born 30 years ago!

DCRAC believes that good money management can be taught. This philosophy—that we can teach people to know their money and control their money—is what drives us.

Just last year, 6 full-time and 1 part-time DCRAC staff, with help from volunteers, educated and served 1,380 Delawareans through our four programs: Tax, Credit, Housing, and credit union with 308 successful outcomes.

Just one example of one of our 308 successes: While our client was overseas fighting for our country, one of the chemicals she worked with in the U.S. military made her terminally ill. To reward her for her valiant service to her country, Senator Coons assisted her with a student loan forgiveness of \$100,000. Unfortunately, the IRS then taxed and assessed her \$26,935 on the \$100,000 student loan forgiven. Senator Coons not only introduced a Bill to carve out an exception for disabled veterans to be exempt from the student loan forgiveness tax but also applied for a \$1.00 special circumstance offer in compromise so our client would not have to pay the \$26,935 assessment. The IRS denied. Senator Coons referred the client to our office. We appealed the offer in compromise denial and won. IRS accepted \$1.00.

We exist in the corporate capital of America, and we've helped corporations become accountable, and it's not inconceivable to think that the pressure we've placed has uplifted nonprofits across the state.

Community reinvestment takes community resources. It could never have been done alone. Funding, Volunteers, Physical Space, Technology, our stretch goals, and you keep us innovating and reaching.

We thank you for your support.

Sincerely,

Carol & Rashmi

Credit Clinic Annual Report

2016-2017

EDUCATION



Our Money Matters! is an hour overview of the importance of basic financial planning so there is more money at the end of the month. This includes the basic instruction on how to create a budget, some tips on stretching the dollar, understanding banking relationships including reading statements to understand and avoid fees, explaining how to access free credit scores and reports and what they mean, including steps to take to assure improving the credit score.

Our partners include Sojourner's Place, Salvation Army, AmeriCorps, Habitat for Humanity, Pinetown, Mt. Joy, Coverdale, Friendship House, Central Baptist Church, Public Allies, Money School, Women's Business Center, etc. Two of our monthly classes are taught by volunteers (Sojourners and Salvation Army).

JULY 2016 THROUGH JUNE 2017

605 Delawareans

(45 Spanish speaking) attended over 50 classes offered throughout Delaware.

Borrow Smart is a nine-hour class. The first three hours are in a classroom setting. The next three modules are on line. These are password protected. Access is provided to those who complete the first module. We also offer this class as a webinar. We are able to track our participant's progress. These modules have questions, quizzes, etc., built into the lesson plan. The first module is a comprehensive overview of budgeting, banking, credit score, credit reports, consumer protection laws, and homeownership. The second and third modules build on saving and credit.



JULY 2016 THROUGH JUNE 2017

281 Delawareans attended classes or received this course on a one-on-one basis (includes 61 one-on-ones who did not attend the class but content covered in the first session). We accommodate those who are unable to attend classes due to time conflict, accommodation requests, or have competency concerns with on-line courses.

On-line **Advancing Prosperity** is a 52 week course where participants receive short assignments each Monday morning. The goal is to challenge our participants to save \$1,378 at the end of the year. We have developed a facebook page called 52 Week Savings Challenge and a Facebook page called 723 Credit Score. Our clients can join Advancing Prosperity at any stage. They can exit at any time.



JULY 2016 THROUGH JUNE 2017

294 people reached through the 723 Credit Score Page.
203 people follow the 52 Week Savings Challenge page.

123 Coached

Once our clients have decided that they need guidance toward achieving their goals, we work with them as partners. During this fiscal year, our one-on-ones also include clients from our Housing and Tax clinics who needed coaching with budgeting and credit.

BANKING SMARTER:



- 87 opened new bank accounts
- 3 changed bank account
- 8 reduced banking fees

SAVERS:



- 122 Created/Revised budget
- 9 are saving toward 1378 club
- 20 reduced their expenses
- 6 increased their income
- 4 started their 401K contributions

CREDIT BUILDERS:



- 123 reviewed their credit reports
- 71 are paying their bills on time
- 6 have paid off their consumer debts
- 16 obtained a debt consolidation loan
- 18 are in the Artisans Credit Builder program
- 23 improved credit score by resolving issues on credit report

DEMOGRAPHICS

Geography

	City	Kent	Sussex	New Castle
Sojourners Place	120	0	0	0
Hope House 1, 2, 3	72	0	0	0
Central Baptist Church	19	0	0	0
Public Allies	20	0	0	0
Food Pantry	37	0	32	0
Salvation Army	120	0	0	0
AmeriCorps	20	15	0	0
Habitat for Humanity	0	0	20	0
Pinetown	0	0	10	0
Mount Joy	0	0	10	0
Coverdale	0	0	20	0
Friendship House	20	0	0	0
Achievement Center	20	0	0	0
WGMO	0	0	30	0
Money School	20	0	0	0
Money Matters! Total	468	15	122	0
Borrow \$mart	72	23	54	132
One on One*	8	7	38	70

Income:

Capital One	\$15000
CCHD	\$30000
FLEF	\$11000
Discover	\$43400
HSBC	\$5000
In-Kind	\$8520.50
TOTAL Income	\$112,920.50

Expense

 Wages	\$71322.36
 Benefits	\$5456.16
 Telephone & IT	\$4656
 Software/Supplies	\$3000
 Insurance	\$2976
 Business Expenses	\$2580
 Travel & Training	\$3360
 Program related	\$2775
 Occupancy	\$8274.48
 In-Kind	\$8520.50

TOTAL Expenses

\$112,920.50

Housing Clinic Annual Report

2016-2017

124 Clients Were Served Through The Housing Clinic This Year.



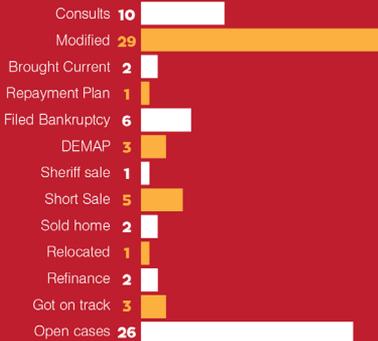
91
through foreclosure prevention



33
through pre-purchase counseling



Of our 91 Foreclosure Prevention Clients:



Of our 33 Pre-purchase Clients:

17

Habitat for Humanity clients in Sussex County received one on one counseling, 6 have become homeowners

11

Are working on their credit for homeownership

1

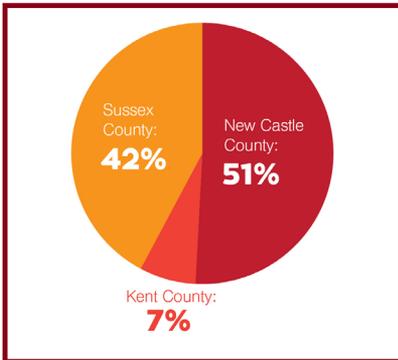
Increased credit score and entered into a lease purchase agreement

4

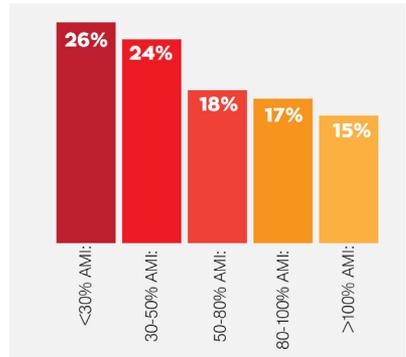
Achieved their dream of homeownership!

DEMOGRAPHICS

Geographic distribution:



Income:



Race/Ethnicity:

Hispanic/Latino:	5%
Caucasian:	40%
African American:	53%
Asian:	1.5%
Other/Chose not to respond:	.5%

Average Family Size:

3



Outreach, Advocacy and Partnerships:

- Sussex Housing Group (co-chair)
- Diamond State Community Land Trust (President)
- Affordable home developers and
- SEDAC (Sussex Economic Development Action Council)
- Housing Alliance Delaware's Community Development Network Partnerships
- WGM Outreach
- Eastside Rising
- Habitat for Humanity of Sussex County
- Habitat for Humanity of New Castle County

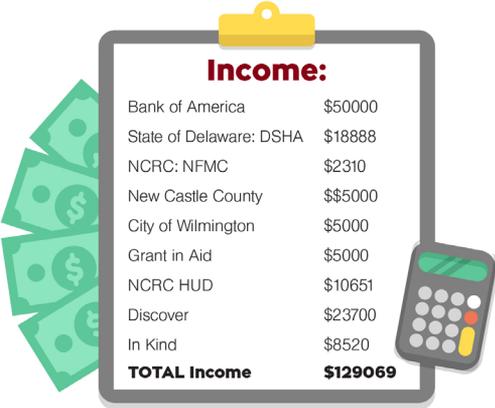
Title Project:

Ensuring homeowners have proper ownership of their homes



- 6** clients served
- 4** in conjunction with foreclosure prevention
- 2** involved probate
- 2** involved replacement title with Division of Motor Vehicles

Income:



Bank of America	\$50000
State of Delaware: DSHA	\$18888
NCRC: NFMC	\$2310
New Castle County	\$55000
City of Wilmington	\$5000
Grant in Aid	\$5000
NCRC HUD	\$10651
Discover	\$23700
In Kind	\$8520

TOTAL Income \$129069

Expense

 Wages	\$80042.36
 Benefits	\$6123.24
 Telephone & IT	\$5044
 Supplies & Software	\$3250
 Insurance	\$3224
 Business Expenses	\$2795
 Programs	\$3640
 Travel & Training	\$7475
 Occupancy	\$8944
 In-kind	\$8520

TOTAL Expenses \$129057.6

Housing Clinic Staff

FICA

Administrative, Communications with clients, E-learning

Client data management, surveys, and administrative

Workers comp, D&O, Professional, Business, etc.

Accounting, audit, legal

TV, seminars, meetings, etc.

Mileage calculated at .55/mile

Rent, utilities, security, etc.

Volunteer attorneys



DCRAC Condensed Financials

Delaware Community Reinvestment Action Council, Inc.

Comprehensive Financial Statements

For the Year Ended June 30, 2017

Below is an excerpt from the annual audit which can be found on the home page at www.dcrac.org

BALANCE SHEET

Assets

Cash & Investments	\$ 298,757
Grants receivable	\$ 7,440
Fixed Assets Net	\$ 618,537
Other Assets Net	\$ 13,481
Total Assets	\$ 938,215

Liabilities and Net Assets

Current Liabilities Net	\$ 25,786
Long-term Liabilities	\$ 0
Total Net Assets	\$ 912,429
Total Liabilities & Net Assets	\$ 938,215

STATEMENT OF REVENUE & EXPENSES

Revenue

Grants	\$ 727,804
Fund raisers	\$ 14,377
Donated Services	\$ 300,000
Miscellaneous Income	\$ 7,241
Total Revenue	\$1,049,422

Expenses

Program Activities	\$ 843,286
Support Services	\$ 45,075
Fundraising	\$ 33,070
Total Expenses	\$ 921,431

Tax Clinic Annual Report

2016-2017

96 RESOLUTIONS



Currently Not Collectible

19 placed in CNC; Unless their financial circumstances change for the better, collection has been stayed



Debts cancelled

2 taxpayers had their debts cancelled



Installment Agreements

40 taxpayers entered into an Installment Agreements



ITINs renewed

3 taxpayers renewed their ITINs with the IRS



Payments

17 taxpayers made payments on their tax debts



Refunds obtained

7 taxpayers obtained refunds



Liability reduced to zero

While the IRS assessed a tax debt; after we intervened on behalf of 3 taxpayers; their liabilities were reduced to zero



- We obtained a levy release for 1 taxpayer
- We settled two tax court cases
- We offered an OIC that was accepted
- We won a case in tax court

13 WITHDRAWN

- It is our practice to close a file after three attempts at obtaining required documentation from taxpayers
- There are occasions when it is in the best interest of our taxpayers to withdraw



Cases open as of July 1, 2017

47 cases

are still being worked in various units at the IRS.

Of the 96 cases that are resolved:



- 31 ESL Taxpayers
- 369 tax years
- \$3,469,500 in tax controversy
- 13 required the assistance from Taxpayer Advocate
- 20 cases were worked on by volunteers
- 19 cases were joint taxpayers
- 9 had amounts in controversy that exceeded \$50,000/year
- 8 had incomes above 250% poverty level
- 27 implicated state returns as well
- 26 tax returns were prepared to address the controversy
- 2 ITINs were submitted

12

Taxpayers represented in Tax Court

An additional

6

Delawareans represented before the Delaware Division of Revenue

203 ESL & Limited Income Delawareans educated about their taxpayer rights and responsibilities



92

Consultations to clients and tax practitioners



156

taxpayers received free legal representation



5,000

Delawareans reached through outreach with our partners

- Milford Library
- Georgetown Library
- Milford Little League
- Food Bank of Delaware
- Hispanic Festival
- Harrington Soccer League
- Delaware Attorney General's Office park events
- Christian Growth Ministries Annual Jubilee
- Guatemalan Consulate: We hosted the Guatemalan Consulate at our office on January 28th and 29th to provide services to those living in Delaware.
- Sussex County Habitat for Humanity
- La Esperanza
- Latin American Immigration Unit
- Migrant Parents
- Vida Breast Cancer Coalition
- Nehemiah Gateway CDC
- Del Tech Terry Campus
- DACA

Income:

IRS	\$70000
Arsht Canon Fund	\$25000
Sussex County Council	\$1000
Capital One	\$35000
Discover	\$4300
In-Kind	\$18319.34
TOTAL Income	\$153619.34

Expense

Wages	\$91297.66
Benefits	\$6984.27
Telephone & IT	\$5432
Software/Supplies	\$3500
Insurance	\$3472
Business Expenses	\$3010
Travel & Training	\$8025
Program related	\$3920
Occupancy	\$9632
In-Kind	\$18319.34

TOTAL Expenses

\$151648.92





CREDIT UNION ANNUAL REPORT

2016-2017

Our mission is providing members access to credit with need-appropriate financial services, education, and individualized approaches to money matters to ensure awareness of all their financial choices.

ASSESS THE CREDIT NEEDS AND RESPOND WITH INNOVATION

The unbanked often end up paying two sets of fees—one to turn their paycheck into cash, another to turn their cash into a money order. In 2008, the Brookings Institution estimated that such fees can accumulate to \$40,000 over the career of a full-time worker.



The Solution:



1. \$5 minimum balance share account.
2. Direct Deposit & ATM Card
3. Mobile Bank: The Truck goes into neighborhoods to open accounts, distribute literature and direct deposit forms, issue ATM Cards.

STATUS AS OF JUNE 30, 2017

1. Van is purchased, fitted and wrapped. Security & Network is installed.
2. WSFS is making its ATM network available to Stepping Stones' members at no cost.
3. Direct Deposit is available to our members since April 19, 2017.



NEW MEMBERS: 47



NEW BORROWERS: 16

While 24 members applied for a loan, we originated 16 loans for \$55,610. The purpose for borrowing included:

- Debt consolidation: 4
- Emergency travel: 1
- Car repairs: 4
- Security deposit: 1
- Home repair: 2
- Pay off high cost loans: 3
- Purchase a car: 1



81 RECEIVE ONE-ON-ONE COACHING

Once our clients have decided that they need guidance toward achieving their goals, we work with them as partners. Clients achieve more than one success. We celebrate each milestone with our clients/members.

BANKING SMARTER:



- 32 opened new bank accounts at Stepping Stones CFCU
- 1 changed bank account
- 2 reduced banking fees

SAVERS:



- 78 Created/Revised budget
- 2 are saving toward 1378 club
- 6 reduced their expenses
- 1 increased their income
- 1 started their 401K contributions

CREDIT BUILDERS:



- 70 reviewed their credit reports/Chex System reports and downloaded the credit karma/credit wise app on their phone/computer
- 28 are paying their bills on time
- 6 have paid off their consumer debts
- 13 obtained a debt consolidation loan from Stepping Stones CFCU
- 9 are in the Artisans' Bank Credit Builder program
- 2 improved credit score by resolving issues on credit report (dispute/settle)
- 2 refinanced their auto loan
- 2 resolved their medical debts
- 3 reduced debts by 50%

Learn about Community Driven Banking



TRAININGS

During this period, our staff, volunteers, and board trained on Direct Deposit procedures, IT Security, BSA, Money Management, and other operating procedures.



EXAMS AND AUDITS

During this period, we had one exam by the NCUA, an external audit, and several Supervisory Committee audits.



ANNUAL MEETING

Held on April 19, 2017 our members elected the new board and provided feedback on our strategic direction. The Board of Directors are fiduciaries who steer the credit union towards sustainability by adopting sound, ethical, and legal governance and financial management policies as well as assuring that we are building our resources to advance our mission. With a fully volunteer organization, the board provides foresight, oversight, and insight to the volunteers.

Income:

CCHD—DCRAC's Credit Clinic	\$30000
CCHD	\$30000
M&T	\$7500
Discover	\$200000
Barclays—Marketing Campaign only	\$50000
TD Bank	\$30000
Credit Union Income	\$20000
Miscellaneous	\$6270
In-Kind	\$18472.74

TOTAL Income \$392,242.74

Expense

Wages	\$80183.30
Benefits	\$6134.02
Programs	\$2800
Insurance	\$2480
Business Expenses	\$2150
Communications	\$3880
Travel & Training	\$1500
Supplies	\$2500
Occupancy	\$6880
CU Operations	\$35263
DCRAC's Credit Clinic	\$30000
Marketing Campaign	\$50000
Mobile Bank	\$150000
In-Kind	\$18472.42

TOTAL Expenses \$392,242.74

The DCRAC Board

Carol Davis
Daniel Boddie
Domenic Pedante
Kathy McDaniel
Albert Griffith
Chantel Vanderhost
Ralph Merlini
Shondell Ayala
Vincent Lofink
Anne Mountain
Autin Edison, *Emeritus*

The Staff

Rashmi Rangan, Esq.,
Executive Director

Jaclyn Quinn, Esq.,
Deputy Director

Marisela Tovar-Rangel,
Manager SSC FCU

Anthony Dohring, Esq.
Tax Attorney

Cristian Tijerino
Outreach Director

Lillian Harrison
Housing Director

Joe Gross
Credit Director

Howard Keener
Director of Strategic Projects
& Community Affairs

Naja Milles
Intern

Copies of key annual reports and audits are available in their entirety on www.dcrac.org

Members have a right to inspect DCRAC documents that reside in the public domain without providing a reason. Please direct document requests to

Rashmi Rangan
600 South Harrison Street
Wilmington, DE 19805
Tel: 302-298-3250
Fax: 866-718-8236
Email: Rangan@dcrac.org

Documents may be reviewed in person at our office. Should you require copies and/or delivery of public documents, we recover our cost of reproduction at .15 cents per page and postage based on the mailing cost. Please note: Client privacy, confidentiality, and grievance procedures apply to our efforts at openness and transparency.



DCRAC received the coveted Standards for Excellence re-certification in 2013. This rigorous process of ethics and accountability evaluates organizational integrity, financial management, programs, and governance, using benchmarks which go well beyond legal requirements.

Engine of Economic Growth: Main Street

City of Milford
Economic Development Committee
April 23, 2018

Sara Pletcher, DMI Board President
Murrie Zlotziver, DMI Executive Director

DOWNTOWN
Milford
INCORPORATED

Main Street “Four Point Approach”

- Economic Vitality: Business growth
- Design: Aesthetics of downtown
- Promotion: Markets downtown & businesses
- Organization: Collaboration

Economic Vitality

Façade renovations, building rehabilitations,
new construction projects and completed
public improvements:

Public: \$486,000

Private: \$4,260,000

TOTAL: \$4,747,000

- 20+ new businesses
- Estimated 60+ jobs
- 2 Small Business loans

New Businesses & Expansions

(since 2013)

Total: 25

- All About Time Clock Shop
- Arena's Milford
- Ashtanga Yoga 302
- Bank House B&B
 - coming soon
- Bibi's Restaurant & Bar
- Coolspring Cottage
- Davis, Bowen & Friedel
 - expansion
- Delaware Branding Company
- Imperial Nutrition
- Irish Rose
- John Mollura Photography
- Josephine Keir, Ltd
- Lifecycle
- Milford Billiards
- Mispillion Art League
 - expansion
- Music School of Delaware
 - expansion
- My Sister's Fault
- Norman's Deluxe Barber
- Novel Tea Nook
- Petite Sweets
- Red Bandana
- Reiki Joy 'n Peace
- Salon M
- Twice is Nice
- Your Moment in Time

My Sister's Fault
bread . breakfast . bakery



Spurring economic growth...

- Downtown Development District
- Rebirth 2025 Plan
- Small Business Loans
- Entrepreneur's Network
- Riverwalk Farmers Market

Design

Creating An Inviting Atmosphere

- Milford in Bloom (Spring & Winter)
- Art on the Riverwalk Tour
- Spring Flower Sale
- Design Guidelines
- Sign, Awning & Façade Grant
- 5 for 5 Paint Program

Promotion

Creating a Market Place

- River Town. Art Town. Home Town.
- St. Patrick's Day Pub Crawl
- Bug & Bud Festival
- 3rd Thursdays
- Ladybug Music Festival
- Santa House
- Shop Small Saturday
- Holiday Stroll

Organization

Delivering on the Promise...

- Volunteer Recruitment
- Organizational Structure
- Financial Responsibility
- Community Collaboration

Moving Forward

To Continue Our Success...

- DMI is seeking a renewable lump sum from the City of Milford for five years
 - July 1, 2018 – June 30, 2023
- First year: \$45,000
- Subsequent years: an annual compensation increase in accordance with the mid-Atlantic CPI
- DMI will present to City Council twice annually with updates

Contact Information

Sara Pletcher
DMI Board President
302-519-6767
sara@downtownmilford.org

Murrie Zlotziver
DMI Executive Director
302-839-1180
director@downtownmilford.org

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

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

WITNESSETH:

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

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

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

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

I. SCOPE OF SERVICES

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

i. Organization

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

ii. Promotion

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

iii. Design

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

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

iv. Economic Vitality

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

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

II. **TERM AND TIME OF PERFORMANCE**

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

III. **COMPENSATION AND METHOD OF PAYMENT**

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

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

IV. **AUDIT, INSPECTION OF RECORDS, AND ANNUAL REVIEW**

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

V. **SUBCONTRACTS**

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

VI. **REPRESENTATION ON BOARD**

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

VII. **NON-DISCRIMINATION PROVISIONS**

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

VIII. **COMPLIANCE WITH THE LAW**

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

IX. **CONFLICT OF INTEREST/POLITICAL ACTIVITY**

The elected officials, public officials, employees and agents of the City shall comply with all applicable laws and regulations relating to conflicts of interest with regard to the work and compensation covered by this Agreement.

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

X. **INDEPENDENT CONTRACTOR**

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

XI. **INDEMNIFICATION**

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

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

XII. CANCELLED, TERMINATION OR SUSPENSION

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

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

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

XIII. AMENDMENTS

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

XIV. NOTICE

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

Notice to the City shall be addressed to:

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

Notice to DMI shall be addressed to:

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

XV. SEVERABILITY

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

XVI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are of 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

DOWNTOWN MILFORD, INC.

_____, Mayor

President

Witness:

Witness:

TO: Mayor and Economic Development Committee
FROM: Rob Pierce, Planning & Development Director
DATE: April 23, 2018
RE: Wireless Facilities Ordinance

The City of Milford Zoning ordinance does not currently provide regulations for the placement of towers and wireless facilities within City limits. There is an increasing demand for wireless facilities to be located throughout the region to improve broadband coverage, especially along major transportation corridors and in densely populated areas. Advances in technology have made smaller wireless antenna installation more common and cost effective, leading to placement of antennas on buildings and poles within public rights-of-way. Below are sample pictures of small-cell wireless technology, both individual monopoles and pole-mounted.

The City Solicitor and staff will prepare a draft ordinance for the Planning Commission and City Council to review to address telecommunication towers and small-cell deployments, with provisions for facilities to be located within City or State rights-of-way and private property. The ordinance will address application requirements, review procedures, facility location and design standards and other necessary regulations to protect the health, safety and welfare of the residents of Milford while preserving the character of the City's neighborhoods.

In addition to the zoning regulations, construction standards will need to be developed for wireless attachments located on electric distribution poles and non-utility poles.

There may be an opportunity to establish franchise agreements with wireless providers for antenna installations within City rights-of-way and/or City-owned property as a source of new revenue.



March 28, 2018

Constance Holland, AICP
State Planning Director
Haslet Armory
122 Martin Luther King Jr. Boulevard
Dover, DE 19901

Dear Ms. Holland,

The Planning Department respectfully requests the review of an amendment to the City of Milford's Downtown Development District (DDD) local incentive ordinance from the Office of State Planning Coordination and the Cabinet Committee on State Planning Issues. The City of Milford received designation from the State on August 10, 2016, and subsequently approved the local incentives outlined in the DDD application on September 26, 2016 under Chapter 19 Economic Development and Redevelopment of the City of Milford Code of Ordinances.

The proposed amendment relates to an incentive outlined under Chapter 19-9(C)(4)(d) which states "properties converted from rental units to owner occupied housing shall receive a full tax abatement for ten (10) years, subject to continued occupancy by the property owner." The City proposes to add language to the provision stating a property is only eligible for this tax abatement incentive if it was a rental property at the time of designation from the State on August 10, 2016. The proposed amendment would be consistent with the goals and objectives of the district plan and incentivizes home ownership in the City's downtown area.

We have drafted the enclosed amendment which would need to be reviewed by the City Solicitor and approved by City Council. We are requesting approval of the amendment concept while allowing flexibility in the exact language utilized. We understand that the Cabinet Committee will be meeting on April 12, 2018 and request the item be placed on the agenda for discussion.

Feel free to contact me at 302-424-8395 or via email at rpierce@milford-de.gov if you have any questions or wish to discuss.

Sincerely



Rob Pierce
Planning & Development Director

cc: Eric Norenberg, City Manager

Chapter 19 - ECONOMIC DEVELOPMENT AND REDEVELOPMENT

ARTICLE I - General Provisions

§ 19-1. - Purpose.

The City Council has deemed it to be in the best interest of the residents of the City and in furtherance of their health, safety and welfare to promote economic development and redevelopment within the City of Milford. In order to promote development and redevelopment, City Council has determined that incentives in the form of impact fee waivers, fee waivers, and other options should be made available to qualifying persons and businesses.

§ 19-2. - Definitions.

As used in this article, the following terms shall have the meanings indicated:

DIRECT JOB — Refers to a full-time equivalent job that is created by the incentive beneficiary that did not exist prior to the receipt of notice of eligibility for a specific economic development incentive program available under this chapter. To be considered a direct job, there must be an increase in the total number of full-time equivalent jobs employed by the incentive beneficiary.

ELIGIBLE PROJECT — Refers to a project of an Incentive Beneficiary that is approved to receive economic incentives under a Specific Economic Development Incentive Program offered under this chapter.

FULL-TIME EQUIVALENT JOB — Calculated as total hours worked in jobs created divided by the number of hours in a full-time schedule.

FULL-TIME SCHEDULE — An average of 30 hours per week, or at least 130 hours in a month.

INCENTIVE BENEFICIARY — Refers to the person or entity that has applied for and been approved to receive economic incentives made available under this chapter. Any individual who owns 50% or more of an entity that has been approved for economic incentives under this chapter shall also be identified as an incentive beneficiary.

INCENTIVIZED PROJECT — Refers to the specific project identified in the application submitted by the incentive beneficiary for receipt of economic incentives under this chapter.

INDIRECT JOB — Refers to a job that is created by a person or entity who is not an incentive beneficiary but has created an indirect job as a result of an economic incentives offered to an incentive beneficiary under this chapter.

INSTALLMENT LAND CONTRACT — Refers to a real estate contract between the City and the incentive beneficiary whereby the City agrees to sell to the incentive beneficiary city-owned property for an agreed upon price that is to be paid by the incentive beneficiary through monthly, quarterly or annual installments. The City shall retain title to the real property until the full purchase price is paid by the incentive beneficiary.

OWNER OCCUPIED — Refers to a residential property that is owned and occupied by the same persons.

PART-TIME JOB — Refers to a job for which an employee averages less than 30 hours per week on a regular basis.

SPECIFIC ECONOMIC DEVELOPMENT INCENTIVE PROGRAM (SEDIP) — Refers to any incentive program under Article III that City Council has ordained to be made available to qualifying applicants.

Each program may incorporate any of the economic incentives identified under Article II, subject to any unique terms and conditions as City Council may deem appropriate.

TAX ABATEMENT — Refers to the waiver or reduction of City of Milford property taxes.

§ 19-3. - Administration.

The City Manager and his or her staff shall develop the administrative procedures necessary to implement any SEDIP available under this Chapter 19. The City Manager or such person as he or she may designate shall promulgate reasonable standards to be used in determining whether an applicant is eligible for economic incentives under the particular SEDIP being applied for in accordance with Article II and the specific terms and conditions of the SEDIP. The City Manager or his or her designee shall be responsible for auditing the incentive beneficiary as required. Revocation of eligibility shall be determined by the City Manager.

§ 19-4. - Appeals.

Any applicant denied eligibility or who is subject to revocation of eligibility may appeal the decision to the City Council within 30 days from the receipt of notice of denial or revocation of eligibility. The appeal shall be made by filing a written request with the City Clerk.

§ 19-5. - Miscellaneous.

Severability: Should any section or provision of this chapter be declared void, illegal or otherwise invalid by a court of competent jurisdiction such decision shall not affect the validity of any other provisions of this chapter not otherwise declared invalid or inapplicable.

ARTICLE II - Economic Development Programs

§ 19-6. - Incentive options.

The following are a list of the incentive options that may be made available for any SEDIP offered under Article III of this chapter, subject to any specific conditions or restrictions as may be identified in the specific program:

- A. Impact fee waiver or reduction: A SEDIP may offer qualifying incentive beneficiaries a waiver or reduction from any City assessed water, sewer or electric impact fees to the extent provided for under the SEDIP.
- B. Permit and fee waiver or reduction: A SEDIP may offer qualifying incentive beneficiaries a waiver or reduction from any of the following permits or fees:
 - (1) Building permit fee;
 - (2) Water service connection fee;
 - (3) Sewer inspection fee;
 - (4) Electric service connection fee;
 - (5) Fees associated with any preliminary or final site plan review;
 - (6) Other fees associated with professional services provided by the City as it pertains to planning, engineering and legal review.
- C. Fees that cannot be waived: Any fees or taxes assessed by the State, County or School District and special fees payable for fire or public safety protection cannot be waived and must be paid by the incentive beneficiary to maintain eligibility under the chapter.

- D. Installment land contract: When applicable, a SEDIP may permit the City Manager, on behalf of the City, to enter into a real estate contract between the City and the incentive beneficiary in which the City provides financing to the incentive beneficiary, and whereby the incentive beneficiary purchases the property through monthly, quarterly or yearly installments. The City shall remain the title owner of the property until full payment is received.
- E. Tax abatements: A SEDIP may offer full or partial tax abatements on City of Milford property taxes for a specified period of time.

§ 19-7. - Eligibility.

- A. Eligibility for participation in any SEDIP shall be determined by the City Manager according to the specific provisions and requirements of the SEDIP being applied for.
- B. An otherwise eligible applicant shall be ineligible for any SEDIP if:
 - (1) An application for a building permit for the project was filed prior to the effective date of this chapter; or
 - (2) The incentive beneficiary is delinquent on any taxes, assessments, sewer, water, electric, trash charges and any other fees due to the City of Milford for any property owned or leased by the incentive beneficiary; or
 - (3) The incentive beneficiary has previously had its eligibility revoked for any SEDIP offered under this chapter.
- C. Revocation of Eligibility. If the incentive beneficiary is in default of any of the terms and conditions required under this chapter, including any requirements specific to the SEDIP or an installment land contract, the City Manager shall provide a written notice of default to the incentive beneficiary. In the event the default is not substantially cured within 15 days, the city manager shall immediately revoke the incentive beneficiary's eligibility and assess the incentive beneficiary the full cost of all impact and permit fees that were reduced or waived.

ARTICLE III - Specific Economic Development Incentive Programs

An applicant for economic incentives under this chapter must apply for and meet the conditions of one of the SEDIP programs available under this Article III.

§ 19-8. - Greater Milford Business Complex Incentive Program.

- A. Eligibility. Eligible projects shall include any new construction on City-owned, undeveloped land within the Greater Milford Business Complex. Eligibility shall be based on the creation of full-time equivalent jobs as outlined in Table 1 under this section. The incentive beneficiary shall enter into an agreement with the City of Milford to ensure the eligibility criteria are met and maintained.
- B. Target area — Greater Milford Business Complex. The Greater Milford Business Complex refers to the business park created by the City of Milford, as located on the south side of Airport Road in Milford, Kent County, Delaware, as further depicted in a Revised Record Plan of record in the Recorder of Deeds in and for Kent County, Delaware under Plot Book 68, Page 44.
- C. Development incentives.
 - (1) Impact fee waivers.
 - (a) Incentive beneficiaries may qualify to select a waiver of any of the following impact fees according to the tiers provided in Table 1 below: Water, sewer or electric.
 - (b) The City will audit the incentive beneficiary three years after the issuance of the first certificate of occupancy to verify the job creation levels are achieved. If the required full-time equivalent job levels are not met or maintained, the incentive beneficiary is responsible for payment of all fees and costs not otherwise waived or reduced under this

program, including any fees and costs assessed by Kent County or other governmental agencies.

(2) Permit and other fee waivers.

- (a) The City will provide a one-time reduction of all permits and fees identified under section 19-6(b) in accordance with Table 1 below.
- (b) The City will audit the incentive beneficiary three years after the issuance of the first certificate of occupancy to verify the job creation levels are achieved. If the required full-time equivalent job levels are not met, the incentive beneficiary is responsible for payment of any waived or reduced fees.
- (c) The incentive beneficiary is responsible for obtaining all required local, state, county, and federal permits and approvals as may be required to complete the project.
- (d) The incentive beneficiary shall be responsible for the Carlisle Enhancement Fee as outlined in the City of Milford Code.

(3) Installment land contract.

- (a) The incentive beneficiary may apply to purchase the City-owned property through an installment land contract at a price and upon such terms and conditions as may be determined by the City Manager. The acceptance of the contract is subject to the express approval of City Council, which approval may be withheld in its complete discretion.
- (b) The City will audit the incentive beneficiary annually to verify that the incentive beneficiary has created and maintained the required number of full-time equivalent jobs as identified in the installment land contract. Audits shall begin 36 months from the date of contract signing and continue until full payment is made to the City. If the full-time equivalent job level averages below the required number for a period of three consecutive years, excluding the first three years, the City Manager may determine that the incentive beneficiary is in default and provide notice as required.
- (c) In the event the default is not cured, in addition to such other remedies as may be available, the incentive beneficiary shall be required to choose between the following two options:
 - i. Surrender all improvements and the property to the City; or
 - ii. Pay the entire remaining principal balance to the City within 45 days following the date the default notice was issued.

D. Greater Milford Business Complex Economic Incentive Program tier incentives.

(1) Table 1.

Tier	Full-Time Equivalent Jobs Created	Impact Fee Waivers	Waiver of Permits and Other Fees
1	5—9	1	20%
2	10—14	2	40%
3	15—19	3	60%
4	20—24	4	80%

5	25—29	5	All
6	30+	All	All

§ 19-9. - Downtown Development District Incentive Program.

A. Eligibility.

- (1) Eligible Projects shall include any new residential or commercial construction, redevelopment, or expansion within the Downtown Development District and meet the following criteria:
 - (a) Is located within the target area; and
 - (b) The fair market value of the materials to be used and the labor to be performed on the project exceeds the sum of \$15,000; and
 - (c) Is for commercial, office, and/or residential use; and
 - (d) Conforms to the intent of this ordinance.
- (2) In order for a residential use to be an eligible project, the object of the construction or renovation must be a dwelling unit as defined in the City of Milford zoning ordinance. Construction or renovation of an accessory building as defined in the City of Milford zoning ordinance shall not be eligible for development incentives.

B. Target Area—Downtown Development District. The Downtown Development District refers to the area defined by Resolution/Ordinance of City Council. A copy of the district map shall be on file at City Hall, 201 S. Walnut Street, Milford, Delaware.

C. Development Incentives.

- (1) Impact Fee Waivers
 - (a) Incentive Beneficiaries shall qualify for a full waiver of impact fees.
- (2) Permit and Other Fee Waivers.
 - (a) The City shall provide a one-time waiver of permits and fees identified under §19-6(b)(1), (5) and (6) for all eligible projects.
 - (b) The Incentive Beneficiary is responsible for obtaining all required local, State, County, and Federal permits and approvals as may be required to complete the project.
 - (c) The Incentive Beneficiary shall be responsible for the Carlisle Enhancement Fee as outlined in the City of Milford Code.
- (3) Installment Land Contract.
 - (a) The Incentive Beneficiary may apply to purchase City owned property through an installment land contract at a price and upon such terms and conditions as may be determined by the City Manager. The acceptance of the contract is subject to the express approval of City Council, which approval may be withheld in its complete discretion.
 - (b) In the event the conditions outlined in the contract are not met, the City Manager may determine that the Incentive Beneficiary is in default and provide notice as required.
 - (c) In the event the default is not cured, in addition to such other remedies as may be available, the Incentive Beneficiary shall be required to choose between the following two options;

- i. Surrender all improvements and the property to the City; or
 - ii. Pay the entire remaining principal balance to the City within 45 days following the date the default notice was issued.
- (4) Abatement of Property Taxes.
- (a) Incentive Beneficiaries shall qualify to receive City of Milford property tax abatements for a period not to exceed ten (10) years. The abatement period shall commence from the date of final certificate of occupancy.
 - (b) Rehabilitation Projects.
 - i. If the incentive beneficiary improves the assessed value, as determined by the City Tax Assessor, by more than 50% of the original assessed value, the incentive beneficiary shall receive a full abatement of City property taxes for ten (10) years.
 - ii. If the incentive beneficiary improves the assessed value, as determined by the City tax assessor, by less than 50% of the original assessed value, the incentive beneficiary shall receive a partial abatement of City property taxes on the value of the improvements for ten (10) years.
 - (c) New residential or commercial construction shall receive a full tax abatement for five (5) years.
 - (d) Properties converted from rental units to owner occupied housing shall receive a full tax abatement for ten (10) years, subject to continued occupancy by the property owner. **In order to be eligible for the tax abatement, properties must have been registered as a rental property with the City of Milford at the time of Downtown Development District Designation by the State of Delaware, which was August 10, 2016.**
- (5) Realty Transfer Tax Waiver.
- (a) There shall be no realty transfer tax imposed on those transfers where the buyer qualifies as a first-time homebuyer. See Chapter § 178-2(D).

§ 19-10. - Citywide Job Creation and Capital Investment Program.

- A. Eligibility. Eligible projects shall include any new business or expansion of any existing business within the City. Eligibility shall be based on the creation of full-time equivalent jobs and/or capital investment as outlined Section 19-10.D. The incentive beneficiary shall enter into an agreement with the City of Milford to ensure the eligibility criteria are met and maintained.
- B. Target Area—Citywide. The corporate limits of the City of Milford. A copy of the municipal boundary map shall be on file at City Hall, 201 S. Walnut Street, Milford, Delaware.
- C. Development Incentives.
 - (1) Impact Fee Waivers.
 - (a) Job Creation Impact Fee Waivers.
 - i. To encourage new businesses and the expansion of existing businesses, an employer creating new full-time equivalent jobs in accordance with Table A is eligible to receive impact fee waivers. Jobs must be new to the community.
 - (b) Capital Investment Impact Fee Waiver.
 - i. An employer expanding a facility and/or a developer constructing an employment facility with significant capital investment is eligible to receive impact fee waivers in accordance with Table B.
 - (c) An agreement shall be executed by the incentive beneficiary and the City Manager to document the terms of the creation of jobs and the terms of impact fee waiver.

- i. Documentation sufficient to satisfy the City Manager or designee that full-time equivalent jobs are being created in accordance with the incentives described in this SEDIP, and that said full-time equivalent jobs are retained for a minimum of three years shall be provided as requested.
 - ii. Annual reports and certification shall be provided to ensure the commercial customer remains compliant with the written agreement and the terms of the impact fee waiver.
 - iii. If the criteria are not met, the incentive beneficiary shall be required to repay the incentives in full, or in part, as provided in the written agreement.
- (d) To qualify for impact fee waivers, the commercial construction of projects;
- i. Costing \$1,000,000 or less must be completed and a certificate of occupancy received within a twelve-month period;
 - ii. Costing between \$1,000,001 and \$5,000,000 must be completed in twenty-four months; and projects
 - iii. Costing more than \$5,000,000 must be completed within thirty-six months.
- (e) Upon written request to the City Manager at least 30 days prior to the deadline for completion of the project, as outlined in Section 19-10.C.(1)(d), the deadline may be extended by the City Manager for delays beyond the control of the incentive beneficiary. Such an extension will not be unreasonably withheld. If an extension is denied, the incentive beneficiary may appeal the City Manager's decision to the City Council.

D. Economic Incentive Program Tier Incentives.

(1) Job Creation Impact Fee Waivers.

Table A - Job Creation		
Tier	Full-time Equivalent Jobs Created or Retained	Impact Fee Waivers (EDUs)
1	25—29	5
2	30—34	6
3	35—39	7
4	40—44	8
5	45—49	9
6	50+	10

(2) Capital Investment Impact Fee Waiver.

Table B - Capital Investment

Tier	Capital Investment	Impact Fee Waivers (EDUs)
1	\$1,000,000 to \$4,999,999	10
2	\$5,000,000 to \$9,999,999	20
3	\$10,000,000 to \$49,999,999	30
4	\$50,000,000 to \$99,999,999	40
5	\$100,000,000 or more	50

NOTICE OF PUBLIC HEARINGS

CITY COUNCIL PUBLIC HEARING: XXX

NOTICE IS HEREBY GIVEN the City Council of the City of Milford will hold a Public Hearing on Monday, May 14, 2018 at 7:00 p.m. or as soon thereafter as possible.

A FINAL PUBLIC HEARING is scheduled on Tuesday, May 29, 2018 at 7:00 p.m. before Milford City Council. Following the hearing, the ordinance may be adopted, with or without amendments.

ORDINANCE 2018-15

CODE OF THE CITY OF MILFORD
PART I-ADMINISTRATIVE LEGISLATION
CHAPTER 19
ECONOMIC DEVELOPMENT AND REDEVELOPMENT
ARTICLE III-SPECIFIC ECONOMIC DEVELOPMENT INCENTIVE PROGRAMS
§19-9-DOWNTOWN DEVELOPMENT DISTRICT INCENTIVE PROGRAM

WHEREAS, the City of Milford enacted an Economic Development and Redevelopment Code, Chapter 19, to promote economic development and redevelopment within the City of Milford; and

WHEREAS, from time to time, City Council determines the need for amendments and additions to the Economic Development and Redevelopment Code of the City of Milford; and

WHEREAS, City Council has determined in order to be eligible for a tax abatement through the development incentives provided in the Downtown Development District, the property must have been registered with the City as a rental property as of August 10, 2016, which is when the State of Delaware designated downtown as a Downtown Development District.

NOW, THEREFORE, THE CITY OF MILFORD HEREBY ORDAINS:

Section 1. Chapter 19 is hereby amended by making insertions as shown by underline as follows:

§ 19-9. - Downtown Development District Incentive Program.

C. Development Incentives.

(4) Abatement of Property Taxes.

(a) Incentive Beneficiaries shall qualify to receive City of Milford property tax abatements for a period not to exceed ten (10) years. The abatement period shall commence from the date of final certificate of occupancy.

(b) Rehabilitation Projects.

i. If the incentive beneficiary improves the assessed value, as determined by the City Tax Assessor, by more than 50% of the original assessed value, the incentive beneficiary shall receive a full abatement of City property taxes for ten (10) years.

ii. If the incentive beneficiary improves the assessed value, as determined by the City tax assessor, by less than 50% of the original assessed value, the incentive beneficiary shall receive a partial abatement of City property taxes on the value of the improvements for ten (10) years.

(c) New residential or commercial construction shall receive a full tax abatement for five (5) years.

(d) Properties converted from rental units to owner occupied housing shall receive a full tax abatement for ten (10) years, subject to continued occupancy by the property owner. In order to be eligible for the tax abatement, properties must have been registered as a rental property with the City of Milford

at the time of Downtown Development District Designation by the State of Delaware, which was August 10, 2016.

Section 2. Dates.

City Council Introduction: 05/14/18

City Council Public Hearing: 05/29/18

Adoption: 05/29/18

Effective: 06/08/18

This ordinance shall take effect and be in force ten days after its adoption.

A complete copy of the Code of the City of Milford is available by request through the City Clerk's office or by accessing the city website at www.cityofmilford.com.

NOTICE OF PUBLIC HEARINGS

PLANNING COMMISSION PUBLIC HEARING: XXX
CITY COUNCIL PUBLIC HEARING: XXX

NOTICE IS HEREBY GIVEN the Planning Commission of the City of Milford will hold a Public Hearing on Tuesday, XXX at 7:00 p.m. or as soon thereafter as possible.

A FINAL PUBLIC HEARING is scheduled on Monday, XXX at 7:00 p.m. before Milford City Council. Following the hearing, the ordinance may be adopted, with or without amendments.

ORDINANCE 2018-17
CODE OF THE CITY OF MILFORD
PART II-GENERAL LEGISLATION
CHAPTER 130
FLOODPLAIN MANAGEMENT

WHEREAS, the City of Milford enacted a Floodplain Management Ordinance, Chapter 130, with the purpose of promoting the public health, safety and general welfare of its residents; and

WHEREAS, from time to time, City Council determines the need for amendments and additions to the Floodplain Management Code of the City of Milford; and

WHEREAS, City Council has determined

NOW, THEREFORE, THE CITY OF MILFORD HEREBY ORDAINS:

Section 1. Article I-General Provisions is hereby amended by making deletions as shown by strike through and insertions as shown by underline as follows:

§130-4 Basis for established special flood hazard.

Maps and studies that establish special flood hazard areas are on file at ~~210~~ 201 South Walnut Street, Milford, Delaware 19963.

Section 2. Article III-Administration is hereby amended by making deletions as shown by strike through and insertions as shown by underline as follows:

§130-10 Designation of the floodplain administrator.

The ~~Building Inspector~~ **City Manager** is hereby appointed to administer and implement these regulations and is referred to herein as the Floodplain Administrator. The Floodplain Administrator is authorized to: (A) Fulfill the duties and responsibilities set forth in these regulations, (B) Delegate duties and responsibilities set forth in these regulations to qualified technical personnel, plan examiners, inspectors, and other employees, or (C) Enter into a written agreement or written contract with another jurisdiction or agency, or private sector entity to administer specific provisions of these regulations. Administration of any part of these regulations by another entity shall not relieve the community of its responsibilities pursuant to the participation requirements of the National Flood Insurance Program as set forth in the Code of Federal Regulations at 44 C.F.R. Section 59.22, as may be hereafter amended.

§130-13(B) Right to Submit New Technical Data.

- (1) The applicant has the right to seek a Letter of Map Change and to submit new technical data to FEMA regarding base maps, topography, special flood hazard area boundaries, floodway boundaries, and base flood elevations. Such submissions shall be prepared in a format acceptable by FEMA and the Floodplain Administrator shall be notified of such submittal. Submittal requirements and processing fees shall be the responsibility of the applicant.
- (2) **New technical data, including topography based on previous placement of fill or proposed placement of fill to raise the ground level, shall not be deemed to remove from the special flood hazard area any portion of the filled area that is less than 18 inches above the base flood elevation.**

Section 3. Article IV-Requirements in All Special Flood Hazard Areas is hereby amended by making deletions as shown by strike through and insertions as shown by underline as follows:

§130-21 Buildings and structure.

All new construction of buildings and structures, including placement of manufactured homes and substantial improvements to existing buildings and structures, that are to be located, in whole or in part, in special flood hazard areas, **and buildings and structures to be located on previously filled areas where filled ground surface is less than 18 inches above the base flood elevation**, shall meet the following requirements:

- (A) Be designed (or modified) and constructed to safely resist flood loads. The construction shall provide a complete load path capable of transferring all loads from their point of origin through the load-resisting elements to the foundation. Buildings and structures shall be designed, connected and anchored to resist flotation, collapse or permanent lateral movement due to structural loads and stresses from flooding equal to the base flood elevation, including hydrodynamic and hydrostatic loads and the effects of buoyancy.
- (B) Be constructed by methods and practices that minimize flood damage.
- (C) Use flood damage-resistant materials below the elevation of the lowest floor. See FEMA Technical Bulletin #2 - Flood Damage-Resistant Materials Requirements and FEMA Technical Bulletin #8 - Corrosion Protection for Metal Connectors in Coastal Areas.
- (D) Have electrical systems, equipment and components, and heating, ventilating, air conditioning, and plumbing appliances, plumbing fixtures, duct systems, and other service equipment located at or above the base flood elevation **plus 18 inches**. Electrical wiring systems are permitted to be located below the elevation of the lowest floor provided they conform to the provisions of the electrical part of this code for wet locations. If replaced as part of a substantial improvement, electrical systems, equipment and components, and heating, ventilation, air conditioning, and plumbing appliances, plumbing fixtures, duct systems, and other service equipment shall meet the requirements of this section. See FEMA Technical Bulletin #4 - Elevator Installation.
- (E) As an alternative to § 130-21(D), electrical systems, equipment and components, and heating, ventilating, air conditioning, and plumbing appliances, plumbing fixtures, duct systems, and other service equipment are permitted to be located below the elevation of the lowest floor provided that they are designed and installed to prevent water from entering or accumulating within the components and to resist hydrostatic and hydrodynamic loads and stresses, including the effects of buoyancy, during the occurrence of the base flood.
- (F) Meet the specific requirements of Article V.
- (G) In a special flood hazard area with more than one designation (Zones A, AE, and AO, floodway), meet the requirements of the most restrictive designation.
- (H) **In special flood hazard areas and previously-filled areas where the filled ground surface is less than 18 inches above the base flood elevation, meet the specific requirements of Article V.**

§130-25 Gas or liquid storage tanks.

- (B) Above-ground tanks in special flood hazard areas shall be elevated and anchored to or above the base flood elevation **plus 18 inches** or shall be anchored at-grade and designed and constructed to prevent flotation, collapse, or lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the base flood.

Section 4. Article V-Special Requirements in All Special Flood Hazard Areas is hereby amended by making deletions as shown by strike through and insertions as shown by underline as follows:

§130-27 Residential structures and residential portions of mixed use structures.

(A) Elevation Requirements

- (1) The lowest floor (including basement) shall be elevated to or above the base flood elevation **plus 18 inches**.
- (2) In areas of shallow flooding (Zone AO), the lowest floor (including basement) shall be elevated at least as high above the highest adjacent grade as the depth number specified in feet on the Flood Insurance Rate Map ~~or at least 2 feet if a depth number is not specified~~ **plus 18 inches, or at least 3.5 feet if a depth is not specified**; adequate drainage paths shall be provided to guide floodwaters around and away from the structure.
- (3) Enclosures below the lowest floor shall meet the requirements of § 130-27(B).

(B) Enclosures Below the Lowest Floor

- (1) Enclosures below the lowest floor shall be used solely for parking of vehicles, building access, crawlspaces, or limited storage.
- (2) Enclosures below the lowest floor shall be constructed using flood damage-resistant materials. See FEMA Technical Bulletin #2 - Flood Damage-Resistant Materials Requirements.
- (3) Enclosures below the lowest floor (including crawlspaces) shall be provided with flood openings which shall meet the following criteria (see FEMA Technical Bulletin #1 - Openings in Foundation Walls and Walls of Enclosures):
 - (a) There shall be a minimum of two openings on different sides of each enclosed area; if a building has more than one enclosed area below the base flood elevation **plus 18 inches**, each area shall have openings on exterior walls.
 - (b) The total net area of all openings shall be at least 1 square inch for each square foot of enclosed area, or the openings shall be designed and certified by a registered engineer or architect to provide for equalization of hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of floodwaters.
 - (c) The bottom of each opening shall be 1 foot or less above the adjacent ground level.
 - (d) Any louvers, screens or other opening covers shall allow the automatic flow of floodwaters into and out of the enclosed area.
 - (e) Where installed in doors and windows, openings that meet requirements of § 130-27(B)(3)(a) through (d), are acceptable; however, doors and windows without installed openings do not meet the requirements of this section.
- (4) Crawlspaces shall have the finished interior ground level equal to or higher than the outside finished ground level on at least one entire side of the foundation wall.

(C) Manufactured Homes. New or replacement manufactured homes, including substantial improvement of existing manufactured homes, shall:

- (1) Be elevated on a permanent, reinforced foundation that raises the lowest floor to or above the base flood elevation **plus 18 inches** and is otherwise in accordance with § 130-27(A).
- (2) Be installed in accordance with the anchor and tie-down requirements of the building code or the manufacturer's written installation instructions and specifications.
- (3) Have enclosures below the elevated manufactured home, if any, meet the requirements of § 130-27(B).

For the purpose of this requirement, the lowest floor of a manufactured home is the bottom of the lowest horizontal supporting member of the lowest floor.

§130-28 Nonresidential structures and nonresidential portions of mixed use structures.

(A) Elevation Requirements.

- (1) The lowest floor (including basement) shall be elevated to or above the base flood elevation **plus 18 inches** or the structure shall be dry floodproofed in accordance with § 130-28(B).
 - (2) In areas of shallow flooding (Zone AO), if not dry floodproofed, the lowest floor (including basement) shall be elevated at least as high above the highest adjacent grade as the depth number specified in feet on the Flood Insurance Rate Map **plus 18 inches, or at least 3.5 feet if a depth number is not specified** ~~or at least 2 feet if a depth number is not specified~~; adequate drainage paths shall be provided to guide floodwaters around and away from the structure.
 - (3) Enclosures below the lowest floor, if not dry floodproofed, shall meet the requirements of § 130-27(B).
- (B) Dry Floodproofing Requirements. Dry floodproofed structures, together with attendant utility and sanitary facilities, shall:
- (1) Be designed to be dry floodproofed such that the structure is watertight with walls and floors substantially impermeable to the passage of water to the level of the base flood elevation **plus 18 inches**. In areas of shallow flooding (Zone AO), the structure shall be dry floodproofed at least as high above the highest adjacent grade as the depth number specified in feet on the Flood Insurance Rate Map **plus 18 inches, or at least 3.5 feet if a depth number is not specified** ~~or at least 2 feet if a depth number is not specified~~.
 - (2) Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.
 - (3) Be certified by a licensed professional engineer or licensed professional architect with a Floodproofing Certificate, that the design and methods of construction meet the requirements of this section. Refer to FEMA Technical Bulletin #3 - Non-Residential Floodproofing - Requirements and Certification for guidance.

§130-29 Accessory structures.

Accessory structures shall meet the requirements of these regulations. Accessory structures that have a footprint of no more than 200 square feet may be allowed without requiring elevation or floodproofing provided such structures meet all of the following requirements:

- (A) Useable only for parking or limited storage;
- (B) Constructed with flood damage-resistant materials below the base flood elevation;
- (C) Constructed and placed to offer the minimum resistance to the flow of floodwaters;
- (D) Firmly anchored to prevent flotation, collapse, and lateral movement;
- (E) Electrical service and mechanical equipment elevated to or above the level of the base flood elevation **plus 18 inches**; and
- (F) Equipped with flood openings that meet the requirements of § 130-27(B).
- (G) For guidance, see FEMA Technical Bulletin #7 - Wet Floodproofing Requirements.

Section 5. Article VI-Variances is hereby amended by making deletions as shown by strike through and insertions as shown by underline as follows:

§130-31 Variances.

The City of Milford's Board of Adjustment shall have the power to authorize, in specific cases, such variances from the requirements of these regulations, not inconsistent with Federal regulations, as will not be contrary to the public interest where, owing to special conditions of the lot or parcel, a literal enforcement of the provisions of these regulations would result in unnecessary hardship.

(C) Limitations for Variances

- (1) An affirmative decision on a variance request shall only be issued upon:
 - (a) A showing of good and sufficient cause. A "good and sufficient" cause is one that deals solely with the physical characteristics of the property and cannot be based on the character of the planned construction or substantial improvement, the personal characteristics of the owner or inhabitants, or local provisions that regulate standards other than health and public safety standards.

- (b) A determination that failure to grant the variance would result in exceptional hardship due to the physical characteristics of the property.
 - (c) Increased cost or inconvenience of meeting the requirements of these regulations does not constitute an exceptional hardship to the applicant.
 - (d) A determination that the granting of a variance for development within any designated floodway, or special flood hazard area with base flood elevations but no floodway, will not result in increased flood heights beyond that which is allowed in these regulations.
 - (e) A determination that the granting of a variance will not result in additional threats to public safety; extraordinary public expense, nuisances, fraud on or victimization of the public, or conflict with existing local laws.
 - (f) A determination that the structure or other development is protected by methods to minimize flood damages.
 - (g) A determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- (2) Upon consideration of the individual circumstances, the limitations and conditions, and the purposes of these regulations, the Board of Adjustment may attach such conditions to variances as it deems necessary to further the purposes of these regulations.
- (3) The Board of Adjustment shall notify, in writing, any applicant to whom a variance is granted for a building or structure with a lowest floor elevation below the base flood elevation **plus 18 inches** that the variance is to the floodplain management requirements of these regulations only, and that the cost of federal flood insurance will be commensurate with the increased risk.

Section 6. Dates.

Planning Commission Review & Public Hearing:

City Council Introduction:

City Council Public Hearing:

Adoption:

Effective:

This ordinance shall take effect and be in force ten days after its adoption.

A complete copy of the Code of the City of Milford is available by request through the City Clerk's office or by accessing the city website at www.cityofmilford.com.

Advertised: Beacon

Greater Kent Committee