REGULAR COUNCIL MEETING
A G E N D A

AUGUST 25, 2014 - 7:30 P.M.

CITY HALL COUNCIL CHAMBERS
15 LOOCKERMAN PLAZA
DOVER, DELAWARE

OPEN FORUM - 15 MINUTES PRIOR TO OFFICIAL MEETING (7:15 p.m.)

The "Open Forum" segment is provided to extend the opportunity to the general public to share their questions, thoughts, comments, concerns, and complaints. Discussion of any item appearing on the agenda as a public hearing is prohibited during the Open Forum as an opportunity will be provided during consideration of that item. Citizen comments are limited to three (3) minutes. Council is prohibited from taking action since they are not in official session; however, they may schedule such items as regular agenda items and act upon them in the future.

INVOCATION BY REVEREND THEODORE HENDERSON

PLEDGE OF ALLEGIANCE LED BY COUNCIL PRESIDENT BONAR

AGENDA ADDITIONS/DELETIONS

* **CONSENT AGENDA**

Those items on the Council Agenda which are considered routine and non-controversial shall be marked with an asterisk (*) and will be acted upon by a single roll call vote of the Council. There will be no separate discussion of these items unless a member of Council so requests, in which event the matter shall be removed from the Consent Agenda and considered a separate item.

* 1. **Adoption of Minutes - Regular Council Meeting of August 11, 2014**

2. **Presentation by Kent County Levy Court Commissioner Brad Eaby - Reciprocal Borrowing Fund Special Allocation**

3. **Presentation - Recognition of Service - Gary Patterson - Downtown Dover Partnership (May 1989 - July 2014)**

4. **Proclamation - National Preparedness Month**

5. Public Hearings - Violations of Dangerous Building Ordinance - Dangerous Structures

A. Property located at 231 Mifflin Road, Owned by Jesse and Nichole Evans (Pool)

(Staff recommends: 1. Declaring this in-ground pool and pool pump assembly on this property dangerous; 2. Ordering the property repaired or demolished by September 25, 2014 by the owner or equity owner at their own risk; 3. Ordering the Building Inspector to cause the repair or demolition of the structures if not completed by the owner within 10 days of the date established by City Council; 4. Ordering the City Manager with the assistance of the City Solicitor to cause the cost of repairs or demolition to be charged against the land on which the structure exists as a municipal lien or cause such cost to be added to the tax duplicate as an assessment, or to be levied as a special tax, or to be recovered in a suit at law against the owner.)

B. Property located at 803 Westview Terrace, Owned by William R. Masten (Pool)

(Staff recommends: 1. Declaring the in-ground pool on this property dangerous; 2. Ordering the property repaired or demolished by September 25, 2014 by the owner or equity owner at their own risk; 3. Ordering the Building Inspector to cause the repair or demolition of the structure if not completed by the owner within 10 days of the date established by City Council; 4. Ordering the City Manager with the assistance of the City Solicitor to cause the cost of repairs or demolition to be charged against the land on which the structure exists as a municipal lien or cause such cost to be added to the tax duplicate as an assessment, or to be levied as a special tax, or to be recovered in a suit at law against the owner.)

* **6. Parks, Recreation, and Community Enhancement Committee Report - August 11, 2014**

A. Proposed Ordinance #2014-18 Amending Appendix B - Zoning, Article 3 - District Regulations, Section 24 - Planned Neighborhood Design Option (PND), Subsection 24.62 - Buffers; Article 4 - Zoning Bulk and Parking Regulations, Subsections 4.10 and 4.11 *(Sponsors: Hutchison and Williams)*

*(Committee recommended adoption of the ordinance)***(See Item #14-A)**

B. Investigating AmeriCorps and Retired Senior Volunteer Program (RSVP) to Supplement Staffing (*Request of Councilman Anderson*)

(Committee recommended that staff be authorized to investigate volunteers to supplement staffing for the City and that a report be submitted within 90 days (if study is not completed, staff would provide report on its status)

C. Semi-Annual Review - Statistics Regarding Jobs and Businesses Gained and Lost in the City of Dover Since July 2013

(Committee action not required)

D. Community Development Block Grant (CDBG) Program Quarterly Update

(Committee action not required)

E. Recreation Needs Assessment Update

(Committee action not required)

F. Status Report - Dover Park Recreation Center

(Committee action not required)

* **7. Utility Committee Report - August 11, 2014**

A. Evaluation of Proposals and Proposed Budget Amendment - Unit 3 Cooling Tower

(Committee recommended the acceptance of the revised CIP and awarding the contract for the McKee Run Unit 3 Cooling Tower Repairs (Project # EG1402) to Evaptech in the amount of $951,000)

B. Quarterly Review of Utility Related Capital Investment Plan (CIP) (Electric and Water/Wastewater) ***(April, May, and June)***

(Committee action not required)

C. TEA/NAES Reports ***(May and June)***

(Committee recommended acceptance of the reports)

D. Updates

(Committee action not required)

* **8. Legislative, Finance, and Administration Committee Report - August 11, 2014**

A. Proposed Financial Reforms - Compensation Policies

(Committee deferred the discussion regarding the Proposed Financial Reforms - Compensation Policies)

B. Automatic Escalator for Building-Related Permit Fees ***(Request of Councilman Anderson)***

(Committee recommended that an automatic escalator for building-related permit fees be referred to staff with their full ability to revise in its entirety to develop recommendations based upon its intent)

C. Proposed Ordinances

c-1. #2014-19 Amending Chapter 98 - Streets, Sidewalks, Storm Sewers and Other Public Places, Article I - In General, Section 98-5 - Duty of tenants or owners to maintain sidewalks and landscaped areas within the street right-of-way and Appendix F - Fees and Fines *(Sponsors: Bonar, Hare, Lynn, Koenig, and Townshend)(Committee recommended adoption of the ordinance)***(See Item #13-A)**

c-2. #2014-20 Amending Appendix B - Zoning, Article 10 - Planning Commission, Section 2 - Site Development Plan Approval *(Sponsors: Hutchison and Townshend)(Committee recommended adoption of the ordinance)***(See Item #14-B)**

D. Updates

d-1. Economic Development

(Committee action not required)

d-2. Certified Local Government Application

(Committee recommended that staff be directed to have the application completed by December 31, 2014)

9. Tentative Labor Contract with American Federation of State, County and Municipal Employees (AFSCME)

(This item was deferred during the Council meeting of August 11, 2014)

10. Evaluation of Bids - White Oak Farms Basin #5 Inflow and Infiltration Replacement

(Staff recommends awarding a unit price contract, based upon Bid #14-0049PW for the White Oak Farms Basin #5 Inflow and Infiltration Replacement Project (Buck Drive) to Teal Construction, Inc.)

11. Acceptance of Proposal - Heating, Ventilation, and Air Conditioning (HVAC) Control Systems for Dover Public Library

(Staff recommends awarding the Planned Service Contract for the HVAC Control Systems for the Dover Public Library to the sole vendor, Johnson Controls, Inc., for a three (3) year amount of $32,763.50)

* **12. <u>Appointments Recommended by Council President Bonar - President's Counsel on Public/Private Partnerships and the Future of City Hall, Weyandt Hall, Former Dover Library and Other City Properties</u>**

A. James L. Hutchison
B. Beverly C. Williams (Chair)
C. Joseph McDaniel
D. Kevin D. Mitten

13. <u>First Reading - Proposed Ordinance</u>

The First Reading is offered on the following proposed ordinance. Final action by Council will take place during the Second Reading of the ordinance on September 8, 2014. Copies of all proposed ordinances are available at the entrance of the Council Chambers or can be obtained from the City Clerk's Office.

A. #2014-19 Amending Chapter 98 - Streets, Sidewalks, Storm Sewers and Other Public Places, Article I - In General, Section 98-5 - Duty of tenants or owners to maintain sidewalks and landscaped areas within the street right-of-way and Appendix F - Fees and Fines

(Legislative, Finance, and Administration Committee)

14. <u>First Reading of Proposed Ordinances Amending Appendix B - Zoning</u>

The First Reading is offered on the following Proposed Ordinances. Amendments to Appendix B - Zoning require a Public Hearing. They are recommended for referral to the Planning Commission on September 15, 2014, and that a Public Hearing be set for October 13, 2014 at 7:30 p.m., at which time the Final Readings and Council action will take place. Copies of all proposed ordinances are available at the entrance of the Council Chambers or can be obtained from the City Clerk's Office.

A. #2014-18 Amending Appendix B - Zoning, Article 3 - District Regulations, Section 24 - Planned Neighborhood Design Option (PND), Subsection 24.62 - Buffers; Article 4 - Zoning Bulk and Parking Regulations, Subsections 4.10 and 4.11 *(Parks, Recreation, and Community Enhancement Committee)*

B. #2014-20 Amending Appendix B - Zoning, Article 10 - Planning Commission, Section 2 - Site Development Plan Approval *(Legislative, Finance, and Administration Committee)*

15. Council Members' Announcements

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THE AGENDA ITEMS AS LISTED MAY NOT BE CONSIDERED IN SEQUENCE. THIS AGENDA IS SUBJECT TO CHANGE TO INCLUDE THE ADDITION OR THE DELETION OF ITEMS, INCLUDING EXECUTIVE SESSIONS.

REGULAR COUNCIL MEETING

The Regular Council Meeting was held on August 11, 2014 at 7:30 p.m. with Council President Bonar presiding. Council members present were Mr. Dixon, Mr. Lynn, Mr. Perza, Mr. Slavin, Mrs. Williams, Mr. Hare, and Mr. Hutchison. Mr. Anderson was absent.

Council staff members present were Police Chief Bernat, Mrs. Mitchell, Mr. Koenig, Mrs. Townshend, City Solicitor Rodriguez, and Mrs. McDowell. Mayor Christiansen was also present. Fire Chief Carey was absent.

OPEN FORUM

The Open Forum was held at 7:15 p.m., prior to commencement of the Official Council Meeting. Council President Bonar declared the Open Forum in session and reminded those present that Council was not in official session and could not take formal action.

There was no one present wishing to speak during the Open Forum.

The invocation was given by Bishop Thomas L. Holsey, followed by the Pledge of Allegiance.

AGENDA ADDITIONS/DELETIONS

At the request of Dr. Mattern's family, Council President Bonar requested that item #2 - Certificate of Congratulations - Dr. Michael L. Mattern be deferred until September 8, 2014.

Mr. Perza moved to defer item #10, Tentative Labor Contract with American Federation of State, County and Municipal Employees (AFSCME), until August 25, 2014 to allow the opportunity for additional information to be obtained and for the presence of all members of City Council, noting that Mr. Anderson was absent. The motion was seconded by Mr. Dixon and carried with Mr. Lynn voting no.

Mr. Hutchison moved for approval of the agenda as amended, seconded by Mr. Dixon and carried by a unanimous roll call vote (Anderson absent).

Mr. Slavin moved for approval of the consent agenda as presented, seconded by Mr. Hare and carried by a unanimous roll call vote (Anderson absent).

ADOPTION OF MINUTES - REGULAR COUNCIL MEETING OF JULY 28, 2014

The Minutes of the Regular Council Meeting of July 28, 2014 were unanimously approved by motion of Mr. Slavin, seconded by Mr. Hare and bore the written approval of Mayor Christiansen.

PRESENTATION BY DELAWARE DEPARTMENT OF TRANSPORTATION (DELDOT) - HIGH INTENSITY ACTIVATED CROSSWALK (HAWK) SIGNAL LOCATED AT HEATHERFIELD WAY AND ROUTE 8 (NEW DOVER HIGH SCHOOL EAST ENTRANCE)

Mr. Mark Luszcz, Chief Traffic Engineer with the Delaware Department of Transportation (DelDOT), reviewed a Presentation - Route 8 & Heatherfield Way: Pedestrian Hybrid Beacon, which included a brief video ***(Exhibit #1)***. He noted that a Pedestrian Hybrid Beacon is also known as a High Intensity Activated Crosswalk (HAWK). He advised members that there are over 100 of these

devices in Phoenix and being successfully used all over the country. He noted that the significant difference between the HAWK and a regular traffic signal is that during the "countdown" phase, a pedestrian that has started to cross the road may continue but if the pedestrian had not already started, they may not begin to cross. During the "countdown" phase, the vehicular heads go to a flashing indication, which is treated like a stop sign.

Responding to Mrs. Williams, Mr. Luszcz explained that once the "countdown" is complete, a solid hand appears for the pedestrian traffic. He indicated that there is a pre-programmed amount of time that allows vehicular traffic to flush and that a legally behaved pedestrian would push the button and wait to get the walk indication. He stated that there is no difference between any other type of traffic signal and the HAWK involving those pedestrians that choose to ignore the signal. Referring to the University of Delaware Campus in Newark, Mrs. Williams stated that the difference is the rate of speed and that, at the Campus, on several occasions she witnessed swarms of pedestrians continuing to cross the street when the signal had indicated otherwise. She also relayed concerns regarding the vehicular traffic being stopped for a period of time to allow the pedestrian crossing and it backing up to other major intersections (Dover/Kenton Road and Saulsbury Road). Mr. Luszcz stated his familiarity with the cross-walk at the University of Delaware and that there are no guarantees that a pedestrian will obey the law (signal). Currently, he stated that this intersection would not qualify to be a part of the red light enforcement program. He noted that such intersections are included as a last resort as a safety solution. If the HAWK does not work, he stated that it has been design to easily convert to a full traffic signal; however, he stated many of the concerns relayed would remain even if there was a full traffic signal.

Mr. Lynn recalled that when this matter was previously considered by the Safety Advisory and Transportation Committee and City Council, members felt that a full traffic signal should be installed and he continues to feel that the intersection warrants such. He relayed concern that there is going to be a traffic crisis on Route 8 once the school opens. Mr. Lynn requested that Secretary Bhatt consider holding a workshop with City Council in order to prepare for the opening of the new Dover High School, and the resultant traffic crisis that he believes will occur. Responding, Mr. Luszcz stated that the school districts own engineering firm indicated in their report that a traffic signal was not justified for the location. After reviewing the report, DelDOT accepted and agreed with the results. He advised members that there are several locations where DelDOT had, in the past, installed traffic signals simply by being "politically strong-armed", and the result has made matters worse; therefore, DelDOT scrutinizes the situation prior to the installation of traffic signals. He noted that a full traffic signal is being installed for the west side entrance of the School.

Mr. Hutchison confirmed that the Safety Advisory and Transportation Committee reviewed this matter at length and noted that everyone's number one concern was safety. He felt confident that the Police Department will have presence near the school and will re-educate drivers about entering a school zone. Mr. Hutchison felt confident that the HAWK system would serve the needs of the City at the new Dover High School; however, he felt that this system would only work with the cooperative efforts of the Police Department. Responding, Chief Bernat stated that he met with Dr. Thomas, Superintendent with the Capital School District, and will be meeting with the High School Principal. He stated that the Dover Police Department will be present on Saturday, August 16th, for the semi-opening and that police officers will be at this school, as well as other schools, during the first week of school.

Mr. Luszcz relayed appreciation for the police presence and noted that DelDOT is meeting with students to explain safety issues for crossing a street, noting that pedestrians should never trust that a traffic signal will stop vehicles.

Mr. Lynn suggested that the video be provided to the media.

Council President Bonar thanked Mr. Luszcz and emphasized the need for Secretary Bhatt to be made aware of the City's grave concern regarding the safety of pedestrian and vehicular traffic at the new Dover High School. It was his feeling that, once school starts, the intersection will warrant the installation of a full traffic signal.

PROPOSED FINANCIAL REFORMS - PUBLIC SAFETY FUND (Legislative, Finance, and Administration Committee Report of July 14, 2014)

During their Regular Meeting of July 28, 2014, City Council considered the recommendation of the Legislative, Finance, and Administration Committee of July 14, 2014 for the approval of the proposed financial reforms related to Public Safety. At that time, members were advised that Mrs. Donna Mitchell, Controller/Treasurer, had expressed concerns and requested an opportunity to gather additional information. Having been out of town, Mr. Slavin had not had the opportunity to meet with Mrs. Mitchell, which he planned to do during the week; therefore, he requested that this matter be deferred until the Regular Council Meeting of August 11, 2014.

Mr. Slavin stated that he met with Mrs. Mitchell and advised members that there are no further concerns. An excerpt of the July 14, 2014 Committee Minutes were provided to members for their information. As a reminder, he stated that the reforms will take the form of a report presented to Council two (2) times: once upon the delivery of the proposed budget in May and the other upon the adoption of the budget in July. The report will show expenses of the public safety categories that have been identified, mapped against the revenues that have been identified to support the expenses, how much of a gap there is, and what the trend is for closing the gap over a 20 year period.

Mr. Slavin moved for approval of the Committee's recommendation for the approval of the proposed financial reforms related to Public Safety. The motion was seconded by Mrs. Williams and carried by a unanimous roll call vote (Anderson absent).

DOVER HUMAN RELATIONS COMMISSION REPORT - JULY 22, 2014

The Dover Human Relation Commission met on July 22, 2014 with Mr. Ruane presiding in the absence of Chairman Wilson.

Presentation - Dover Public Library Created Equal Project

Members were provided a brochure regarding the film series, "Created Equal: America's Civil Rights Struggle," being offered by the Dover Public Library and co-sponsored by the DHRC and Delaware State University. Mr. Ruane advised members that the first session of the Created Equal Project had been held at The Schwartz Center and was very successful, with approximately 350 people attending.

Ms. Michelle Hughes, Head of Adult Services, Dover Public Library, advised members that the Created Equal Project was the result of a grant through the National Endowment of the Humanities in partnership with the Gilder Lehrman Institute of American History. She noted that the Dover Public Library was very fortunate to be one of a few institutions nationwide that were awarded this grant. A steering committee was formed in an effort to reach as broadly into the Dover community as possible and the first event was held on July 2, 2014 in conjunction with the celebration of the 50th anniversary of the signing of the Civil Rights Act of 1964. Ms. Hughes noted that the film series would be expanded to run at the library through September and that she was reaching out to Dover High School to coordinate tours for students to come and view clips of the four (4) documentaries offered. She explained that this was one (1) example of some of the cultural programs that the library provides for the community. In addition, between the beginning of January and February 20, 2015, a traveling display from the Smithsonian Institute called "Changing America," also focusing on the time frame of 1863-1963 and documenting civil rights movements, would be at the library and staff was in discussion with the Delaware Office of Historical and Cultural Affairs to plan programming around this exhibit.

Ms. Margery Cyr, Director, Dover Public Library, stated that the Changing America program would be provided through a separate grant and, between the two (2) grants (Created Equal and Changing America), the library was able to schedule events spanning nearly a year to celebrate the achievements of the United States over the last 100 years in terms of diversity.

Ms. Cyr stated that the Dover Public Library's vision is "that Delaware libraries are leaders in connecting and inspiring a lifetime of discovery." Its mission is "to connect people to a variety of resources and services that inform, educate, and entertain," and staff had been able to focus on developing that mission in their new building. She explained that providing books is only one (1) of the library's services; the library is also a community center, and staff time and resources go to developing cultural and enrichment programs that benefit all members of the community. The July issues of the Dover Public Library newsletter, "In the Stacks" and teen newsletter, "The Loft News" were distributed to members and Ms. Cyr requested that the Clerk's Office forward these monthly newsletters to members via email in the future. She highlighted information regarding teen events in the newsletter, noting that the library has a very active teen program. Ms. Cyr stated that staff works very hard to ensure that the community is represented with program planning and development and that all of the needs of Dover's diverse community are being met. She explained that staff relies on the public to provide feedback and let them know if themes, genres, or audiences are being missed.

Responding to Ms. Smith regarding how the library handles publicity regarding its offerings, Ms. Cyr informed members that press releases are issued to local newspapers and the library has a Facebook page, an "email blast list" for a weekly newsletter, flyers available in the library, and sometimes advertisements on the radio.

Mr. Ruane noted that the steering committee for the Created Equal program performed outreach into the church community. Ms. Hughes stated that the speakers for the event were interviewed for "The Green," a segment on the National Public Radio (NPR) station in the area, and Mr. Harold Stafford, Chief Executive Office, The Stafford Firm, helped by distributing flyers at the African American Festival which was held the weekend prior to the July 2nd event. Other community members also performed outreach, which helped tremendously.

Mr. Ruane stated that members had previously discussed partnering with other organizations and institutions as part of its strategic plan, and noted that the library was a resource that the DHRC would want to participate with. Responding, Ms. Hughes stated that the Changing America project was the next such partnership opportunity and there was a need to develop adult programming around it. She noted that the Delaware Office of Historical and Cultural Affairs had offered to help and staff was in the early stages of planning with this office; therefore, she felt that this would be a good time for a related discussion with the DHRC.

Ms. Smith commended staff for the work they were doing and requested that the "Created Equal" flyer be forwarded to members for viewing, printing, and distribution. Ms. Cyr agreed to provide this to the City Clerk's Office.

Mr. Henderson stated that he was a member of the Interdenominational Ministerial Association, consisting of 19-20 pastors from some of the larger area churches and indicated his willingness to serve as a conduit for information of this type. He expressed his interest in issues regarding immigration, particularly in regard to Dover's Hispanic community.

Noting that the DHRC was formulating specific objectives, Mr. Ruane suggested that one (1) of them may be to partner with the library, perhaps by having one (1) or two (2) members of the DHRC volunteer to be part of future event steering committees.

Mr. Ruane noted that the Created Equal program would continue on the following day, July 30, 2014, at 2:00 p.m, with the presentation of a documentary entitled, "The Abolitionists," followed by a discussion.

Ms. Hughes explained that the format for the series included a general overview of the time period by a professor or humanities expert, viewing of a film, and fielding questions from the film. The audience is then directed to consider inequalities in regard to freedoms that exist today. She noted that films would be offered every other Wednesday.

Mr. Ruane requested that the DHRC be contacted for participation whenever these types of programs are offered, and perhaps the DHRC could offer assistance and eventually become a genuine co-sponsor. He expressed appreciation for inclusion of the DHRC on the current event.

Ms. Cyr briefed members about an issue that arose recently in the Cape Henlopen School District regarding the removal of a book from the District's summer reading list for freshman students, and Mr. Ruane asked members to consider whether the DHRC might become involved if a similar issue arose in the Capital School District.

Development of DHRC 2014-2017 Strategic Plan/Discussion - DHRC Organizational Structure

During the Special DHRC Workshop held on July 8, 2014, members were asked to develop three (3) proposed Specific, Measurable, Achievable, Realistic, and Time-based (SMART) objectives for the Commission, provide input regarding their views of the role of the Commissioner, and review the mission and vision statements that were proposed during that meeting.

Members were provided the responses to the July 8, 2014 assignment. Mr. Ruane reviewed the following suggested objectives from his own submission:

- In cooperation with the City of Dover's Management and its Human Resources Department, evaluate and make recommendations that will improve the City of Dover's Equal Employment Opportunity and Affirmative Action Program, beginning with attendance at its Diversity, Respect and Harassment Training sessions in August and October, 2014. (See Sec. 58-36 (1) Dover Code of Ordinances and Article IV Section 4. B. of the Dover Employee Handbook - Revised 2004).

- To co-sponsor and actively participate in the Dover Public Library's Created Equal Project by attending the film series and moderated discussion. July - September, 2014.

Mr. Ruane reminded members that diversity training sessions would be offered by the City's Human Resources (HR) Department and that, during the Special DHRC Workshop held on July 8, 2014, members were encouraged to attend one (1) of these sessions. This would allow members to learn what kind of diversity training is being provided to City employees, whether the workforce is reflective of the community, and whether those within the workforce are being treated fairly. Mr. Ruane noted that that Section 58 - 36 of the Dover Code indicates that the DHRC should be looking at City programs and making recommendations regarding inclusiveness, civility, and communication and understanding and that a section of the City of Dover Handbook specifically mentions participation by the DHRC. He emphasized that it would be helpful for members to advise the City Clerk which sessions they might like to attend so that they could inform the HR Department and ensure that members cover different sessions.

Responding to Mr. Henderson, Mr. Ruane explained that the library effort was a one (1) time project based on the anniversary of the 1964 Civil Rights Act, although, as Ms. Cyr stated, a similar program would be offered in the future. He felt that the library could be a prime group for the DHRC to partner with, possibly through the

participation of one (1) or two (2) members on the steering committees for these types of events. In this way, the DHRC could help the library make programs more relevant and inclusive, etc., while allowing for good use of resources, noting that one (1) of the DHRC's weaknesses was a lack of staff.

During the Special DHRC Workshop held on July 8, 2014, it was suggested that the DHRC vision statement be: "to gain the respect and trust of the community and constituents so that they would believe the Commission will accomplish what they ask the Commission to do." Ms. Smith expressed her opinion that this sounded like an objective, rather than a mission, since gaining the respect and trust of the community could be accomplished within the short term. She felt that a vision should be applicable in the future and should state "what the City should feel like, look like, and be like," and the objectives should flow from this vision. She suggested that a possible vision would be: "Our vision is a city whose government, organizations, groups, and individuals value diversity, respect, and trust." Mrs. Sadusky and Mr. Henderson concurred with this vision statement.

Responding to Mr. Roach's statement that in instances where the values of diversity, trust, and respect are not adhered to, these issues would come to the DHRC to be handled appropriately, Mr. Ruane noted that the vision statement could also state that the Commission has a role in making this happen. He suggested that Ms. Smith's draft mission and vision statements be used as a basis for members to review and provide their comments during the next meeting.

Ms. Smith questioned if the vision was warm, inviting, or engaging enough.

Mr. Ruane indicated that the DHRC would look at City programs and policies to make sure they are inclusive and advise Council in this regard. The DHRC would also be concerned with changing attitudes in the community. He recommended incorporating the change agent/advocacy role of the Commission in its mission statement.

In reviewing the objectives that she had submitted for the Commission, Ms. Stewart stated that her objectives followed the City of Portland's model, as discussed during the July 8th Special Workshop. She summarized these objectives, as follows: 1) Discovery - partnering with various statewide groups to cultivate relationships; 2) Visibility - enhancing the DHRC's visibility, noting that the website could be updated and could include links to events and other organizations to provide more information; and 3) Education - participating in educational events, such as going to training offered through the City, going out to partnership events, and being active in the community.

Mr. Ruane noted that the objectives submitted by Ms. Stewart and Ms. Sadusky had commonality in terms of addressing a communications plan; therefore, a general objective might be to create and implement a comprehensive communications plan, noting that Mrs. Sadusky had listed specific action steps to enhance the visibility of the DHRC.

Mr. Ruane stated that, in terms of the DHRC organizational structure, the Code seemed to suggest that the DHRC work as a whole; however, it also acknowledged that agreements and partnerships could be established. He felt it possible that the organizational structure would allow for functional committees to be formed to accomplish specific tasks. He suggested that if there were volunteers for a communications committee, these members could take all the ideas relating to communications and develop an objective involving communications. He noted that both Ms. Stewart and Mrs. Sadusky had included the website as a means to communicate. Concurring, Ms. Stewart stated that the current DHRC webpage should be updated and Ms. Smith stated that the website needed copy and pictures. Mr. Ruane stated that a handout regarding the DHRC could also be developed and that the objectives submitted by Chairman Wilson also included the need to provide news releases and flyers.

Ms. Smith suggested that members could brainstorm as a group about issues taking place in the City and put together articles for submission to the newspapers; for example, this could be done by members attending the library's Created Equal Program events. This would be a way to show the DHRC's support and demonstrate active involvement.

Mr. Henderson stated that he owned one (1) of the films in the series, "Slavery by Another Name," and offered to write something about this. Responding, Ms. Smith suggested that any articles written be distributed to members before submission to the newspaper so that members are all "on the same page."

Mr. Ruane stated that a distinction would be made between comments made as individuals versus those made as members of the DHRC. However, he felt that members should feel free to comment as citizens on issues that touch their hearts or minds, without necessarily identifying themselves as Commissioners. This would show that commissioners are actively involved in the serious issues of the community.

Mr. Ruane stated that one (1) of the objectives submitted by Mrs. Sadusky was that "The DHRC will design a plan as to how it will address concerns brought to us from community members or organizations by November 15, 2014." Mrs. Sadusky indicated that since members had already received an email from a community member stating a concern, it was important to have a plan as to how to go about addressing problems.

Mrs. McDowell explained that she had spoken with Chairman Wilson during the previous week and that he requested that the City Solicitor attend a DHRC meeting, which was being scheduled for September 23, 2014, to discuss how these requests would be handled. She provided members with the City of Dover Human Relations Commission Intake Form that was previously used by the DHRC, for their review. Mrs. McDowell reminded members that there is a fine line between issues that the DHRC can address and those they cannot. Mr. Ruane explained that he and

Mr. Wilson had also submitted objectives for the DHRC relating to this topic and that his own proposed objective was "to develop and adopt by October 2014 a Memorandum of Understanding (MOU) with the State Human Relations Commission that will delineate the roles and procedures of the two commissions in the solution of alleged discrimination complaints which fall within the jurisdiction of the State Human Relations Commission and identify specific ways the two commissions will work together." He reminded members that the ordinance that the DHRC is mandated to follow is very specific that the City did not intend to duplicate the effort of the State Human Relations Commission (SHRC); therefore, if a complaint falls within the SHRC's jurisdiction, the DHRC's role is to move it forward to the SHRC since they have the staff, expertise, and law behind them. Mr. Ruane advised members that the City of Dover does not have an anti-discrimination ordinance; however, the State does have such an ordinance which is backed by subpoena rights, and also has the resources to handle it, including a complaint-taking and public hearing process, legal forms, subpoena rights (which the City does not have), etc. He suggested that, rather than developing a DHRC complaint form, that individuals complaining about discrimination be provided the State form, and possibly assistance filling out the form. He recommended that a written understanding with the State be developed stating that they will address issues and keep the DHRC informed on the status of complaints. He noted that the focus of the City's ordinance is on interaction between groups or practices on the part of the City that are not inclusive or fair.

Mr. Henderson indicated that a former Commissioner had expressed frustration to him that she was not clear that she was doing any good. He questioned where members had "teeth," indicating that he wanted to make a difference.

Ms. Smith expressed her understanding regarding Mr. Henderson's comments; however, stated that she did not have the background to process racial, sexual, and religious issues and had not been trained to be a mediator.

Mr. Henderson noted that the only thing that Rosa Parks did was "not get up," which did not take a commission or expertise. He stated that children in junior high and high school were being persecuted due to race or sexual orientation and he wanted to make sure that these problems are addressed.

Mrs. Sadusky stated that Commissioners could act as liaisons to make sure that the school was aware of these issues and addressed these issues and follow up. She questioned why the DHRC would do this if the SHRC was already doing it, noting that there were many things that the DHRC could do to help to grow trust.

Mr. Henderson stated that it would be helpful if the State commissioners came to brief the DHRC and for the SHRC to be aware of the DHRC and its goals.

Concurring, Ms. Stewart suggested that State Commissioner(s) attend the next DHRC meeting. She explained that the SHRC has a website with a complaint form very similar to the one (1) previously used by the City of Dover, as well as a list of the issues that they handle.

Mrs. McDowell explained that Chairman Wilson wanted members to review the previously used intake form, suggest revisions, and consider the suggestion of providing the State's form to those filing complaints. She explained that the Code states that the DHRC cannot handle matters that are under another jurisdiction.

Mr. Ruane stated that there would still be much for the DHRC to do, noting that the Commission has the opportunity to change a whole system, not just respond to an individual's complaint. He felt that the challenge was to make a difference with the City of Dover, its officials, Council, policies, programs, services, and individuals.

Mrs. Sadusky expressed her opinion that the DHRC could also be proactive by having forums or providing education on matters that they feel are not being addressed.

Mr. Ruane noted that many of the objectives brought forward emphasized educating the community. In addition, he noted that the Dover Code provides for the DHRC to be part of the solutions for any community-wide conflicts that may arise. He suggested that, within the next three (3) years, members should become informed enough to do this, and that perhaps some members would be willing to take training on mediation and reconciliation, so that members could become a resource in partnering with others in such instances.

Referring to the objectives provided by Mr. McGiffin that referred to the status of human relations in the City of Dover, Mr. Ruane noted that the DHRC was not aware of human relations issues in the City at this point.

Ms. Smith concurred and suggested that a measuring tool be created to gauge the status of human relations. She felt that it would be difficult to address issues if it were not known what people are thinking or feeling; it is important to know what, who, and why members are serving.

Mr. Ruane noted that the City conducted a citizen survey in 2008 and a section on diversity was included. He suggested that the college community could be encouraged to do a survey to obtain statistics on the City of Dover regarding racial demographics and the availability of specialized programs.

Mrs. Sadusky reviewed the seventh objective for the Commission that she submitted, "The DHRC, in cooperation with Citizens for Criminal Justice Reform, will compile a list of employers in Kent county who are committed to interviewing ex-felons who have re-entered our community and are now seeking gainful employment by

January 30, 2014." She explained that this objective arose from her volunteer service at a prison and expressed her interest in helping sex offenders who are being released from prison, as well as assisting to improve their lives while in prison. Mrs. Sadusky stated that Mr. Ken Anderson, an attorney who was formerly incarcerated, had been working on this issue and she contacted him to see if he was aware of anything that the DHRC could do to help, noting that those released from prison have a very "tough road" ahead of them. Mr. Anderson mentioned that the Dover Interfaith Mission for Housing received a grant for $100,000 to work with former prisoners and was attempting to develop a list of employers who would be willing to at least interview for employment ex-offenders who had been screened by the Interfaith Mission. Mr. Anderson was interested in obtaining a letter from the Mayor/City of Dover endorsing this program, that would be provided when approaching prospective employers to be added to the list. Mrs. Sadusky stated that such a letter had been drafted.

Mrs. McDowell stated that this project would have to be approved by Council.

Ms. Smith suggested, if this matter were brought before Council, that all members of the DHRC appear in order to support it.

Mr. Ruane stated that if the City of Dover were not on the list, the DHRC would have an opportunity to review the matter and suggest that this policy be changed. He suggested that members keep in mind that the first focus is on the City of Dover which is a big job and a big opportunity.

Mrs. McDowell stated that, if there were a timeliness issue, Mrs. Sadusky could bring this matter forward as a private citizen to City Council, since a presentation had not been made to the DHRC and the Commission had not voted to recommend this program to Council.

Mr. Ruane stated that it might present a problem for the City of Dover to send a letter to someone else urging them to act on something that the City itself was not doing.

Mrs. McDowell stated that the next meeting of the DHRC would be scheduled for September 23, 2014, with the time to be determined. Members stated that 5:30 p.m. was agreeable.

Ms. Stewart indicated that she was acquainted with the Director of the SHRC and offered to contact her to see if she could attend and provide a presentation regarding the SHRC's function. Responding, Ms. McDowell suggested talking to Chairman Wilson to see if he wanted to schedule both the City Solicitor and the SHRC to attend the same meeting.

Commission Members' Announcements

There were no announcements from Commission members.

By consent agenda, Mr. Slavin moved for acceptance of the Dover Human Relations Commission Report, seconded by Mr. Hare and carried by a unanimous roll call vote (Anderson absent).

SPECIAL UTILITY COMMITTEE REPORT - JULY 24, 2014

A Special Utility Committee Meeting was held on July 24, 2014 with Chairwoman Williams presiding.

Energy Risk Management - Overview and Training

Mr. Scott Koenig, City Manager, indicated that this meeting was scheduled specifically to explain the Hedge Purchase Program that the City uses to stabilize the price of power for residential, business, and industrial customers. He introduced Mr. Rob Trinnear, The Energy Authority (TEA), who serves as the City's expert and would be presenting the information. Mr. Koenig noted that the City receives a lot of support from TEA for all aspects of the Hedging Program.

Mr. Koenig introduced the City's new Electric Director, Mr. Harry Maloney, noting that Mr. Maloney had been in the business for over 30 years; retired from the City of Vineland, New Jersey; and is acquainted with Mr. Kirk Betts, the City's utility attorney, through that career. Mr. Koenig advised members that the City of Vineland's system is very similar to Dover's and is experiencing some of the same challenges and issues as the City of Dover, and that Mr. Maloney was familiar with the Pennsylvania-New Jersey-Maryland (PJM) Interconnection and all its intricacies from working in that environment.

Mr. Maloney confirmed that the City of Vineland faced many challenges, such as being approached by Atlantic Electric for over 100 years regarding the purchase of their system, Council members who felt that they could negotiate (although the City had a strong mayor form of government), etc. He stated that Vineland had a good administrator, who was on the payroll in 1920 and retired in 1970, and that this individual always maintained the utility and continued to build and protect assets, which kept the City whole and allowed Vineland to maintain control of its own rates and destiny, while remaining competitive. In addition, he stated that he had experience with labor negotiations, specifically with the International Brotherhood of Electrical Workers (IBEW).

Mr. Hutchison welcomed Mr. Maloney and stated that members of City Council looked forward to working with him for the betterment of the City's future. He stated that he was looking forward to Mr. Maloney's 30-45 day assessment.

Mr. Blakeman and Mr. Snaman introduced themselves, explaining that they were serving as civilian members of the Utility Committee.

Mr. Snaman requested staff to provide information regarding the cost to produce electricity from the solar plant, not what the company pays. It was his understanding that the federal government subsidized costs and that there were other incentives

provided, which should be considered in the calculation. He explained that the City may need to consider the elimination of the tax breaks currently provided and questioned how this would affect the City. Responding, Mr. Koenig indicated that the contract with the solar park is a 20-year contract and that the pricing is fixed; therefore, any action taken regarding the tax credits would not affect what the City would actually pay, to his knowledge. He felt that the park's revenue stream might be reduced over time but reiterated that this would not change the cost the City will pay since it is a scripted cost that will be paid over the length of the contract (20 years).

Mr. Snaman again explained that his request was for the City's cost. Responding, Mr. Koenig stated that although staff did not have the specific information at this time, some of the information could be obtained and provided at a later time. Elaborating, Mr. Maloney indicated that, often, companies will not disclose certain corporate information.

Mr. Koenig reminded members that the City was one (1) of the first to sign a contract with the solar park and, as such, the City probably does not have the best contract price, explaining that being first in this instance does not equate to a better price.

In regard to Energy Risk Management, Mr. Koenig stated that owning an electric utility requires a multitude of people and a lot of expertise and that today's presentation represented a "snapshot" of what is discussed on a monthly basis in an attempt to provide power at the lowest possible cost. He reminded members that the State was interested in the cost of power that the cities are able to transmit to their business customers. Mr. Koenig stated that the City of Dover currently has the second lowest residential rate in the State, noting that the Lewes Board of Public Works has the lowest. He indicated that the City has not been as competitive on the commercial side (Dover Downs, Energizer, Procter and Gamble, etc.). Mr. Koenig stated that staff was concerned with these issues and was determining how they fit into the "big picture."

Mr. Trinnear reviewed a Presentation - Dover Hedging, July 2014. He advised members that he provides two (2) day seminars on risk management and hedging and that he had, as best as possible, condensed the information to 20 minutes for the presentation this evening.

Mr. Trinnear stated that everyone is subject to some type of risk, such as the risk of being caught in a hurricane or losing a cell phone and that there are three (3) elements that must be considered in regard to risk: 1) the perception that something could happen; 2) the likelihood of something happening; and 3) the consequences of something happening. He advised members that the City of Dover has a power price risk. Mr. Trinnear explained that if prices increased and the City had to purchase power in the market at high rates, this would ultimately result in increases for the City's ratepayers; therefore, a five (5) year hedging program was established to mitigate this risk. He noted that monthly meetings are held with the Risk

Management Committee (RMC) to review hedging recommendations and hedging prices, explaining that power prices could be fixed today going out for five (5) years. Mr. Trinnear informed members that there is a market for hedging that can be utilized. He stated that a market that is "liquid" is necessary, one (1) in which transactions can take place and a reasonable price can be obtained. Mr. Trinnear noted that some transactions cannot be hedged, such as PJM fees and extreme events that go outside normal distributions. As a result, the City has a Rate Stabilization Reserve for added protection as well as the power plant portfolio. However, Mr. Trinnear explained that in the winter the City runs on diesel fuel, which means the plant portfolio is very expensive. Since the plant runs only in extreme cases, it is not a true hedge for market prices. He noted that, during the winter of 2014, $240 - $360 per MWh costs were experienced for the power plant's units; however, with a budget fixed at approximately the $60 - $80 per MWh range, this would created a large gap before reaching $240, where generation would mitigate some of that high-priced power and act as a hedge.

Responding to Mr. Hutchison regarding whether, from an operational perspective, the City could prevent a recurrence of the high costs the City experienced in January 2014. Mr. Trinnear stated that during this period the City experienced much colder than normal weather and that extreme cold conditions would not be factored in the basis risk, since only normal distribution is considered when risk metrics are examined. However, he indicated that some risks could be identified, including the basis risk going from PJM West, where the hedges are, to the City of Dover, and he felt that these risks should be reviewed for possible hedging going forward. Mr. Trinnear felt that action would take place to ensure there would be enough oil, in terms of obtaining suppliers and ensuring their ability to refuel tanks. This would result in the City having more oil in storage than in the past. He stressed that it would be impossible to eliminate all risk.

Mr. Blakeman questioned if the City should consider hedging natural gas purchases rather than electricity so that, in the event that gas prices spike five (5) years out, the City would have a commodity that could be sold for a higher price, which could be used to offset the increases in electricity. Responding, Mr. Trinnear stated that the PJM West market is robust on the power side and power can be sold back to another counterparty. He assured members that if power were not providing a benefit, an alternative, such as gas, would be considered. Generally, he stated that the preference would be to hedge the commodity that has the risk. In the current market, he felt that hedging power made sense; however, if it reached a stage where the market was not robust or some of the counterparties dropped out and a premium was being paid to transact hedges, hedging gas could be considered.

Mr. Blakeman questioned if the City had more commitments for backup generation, whether this would it affect hedging going forward. Responding, Mr. Trinnear stated that this would transfer the risk. If gas were generated, then there would be fuel risk;

therefore, the power risk would be reduced and there would be gas risk, which would result in gas hedging. He noted that both the gas market and the PJM West market are robust and as a result, the hedging program can be adapted to whatever it needs to be.

Mr. Blakeman stated his confusion that the budgeted price for hedged kilowatt hours is generally 2% - 8% higher than what is actually paid, as reflected on the monthly budget reports. Responding, Mr. Trinnear stated that although it is known what would be paid for three (3) years, additional hedges are layered on every month, which results in different numbers for the amount budgeted and actual expense. He stated that the volume of hedges constantly increases. He confirmed that the hedges added after the budget was finalized were below the budget price, which is why it is reflected in this way on the budget reports.

In response to Mr. Blakeman, Mr. Koenig stated that the composite information is released but not the individual hedging transactions. He stated that the budget report provided is reflective of commitments made.

Mr. Koenig stated that the three (3) year hedge program had been expanded to five (5) years and has a declining block profile. At the beginning of this year, the City would have expected to be approximately 80% hedged for FY 2015, 60% for FY 2016, 40% for FY 2017, etc. He stated that it is attempted to stay within those targets; however, if there is a really good opportunity to go above this staggered approach, it would be considered at the RMC meeting. Elaborating, Mr. Trinnear stated that there are minimum and maximum bounds, which decline each year.

Referring to Calpine, Mr. Blakeman questioned if a reduction in congestion is expected when the Calpine Unit comes on. Responding, Mr. Trinnear anticipated that this would have a positive affect for Dover pricing.

By consent agenda, Mr. Slavin moved for acceptance of the Special Utility Committee Report, seconded by Mr. Hare and carried by a unanimous roll call vote (Anderson absent).

MONTHLY REPORTS - JUNE 2014

By motion of Mr. Slavin, seconded by Mr. Hare, the following monthly reports were accepted by consent agenda:

City Assessor Report
City Manager's Report
City Planner's Report
Controller/Treasurer's Budget Report
Economic Development Office Report
Fire Chief's Report
Police Chief's Report

QUARTERLY REVIEW OF CAPITAL INVESTMENT PLAN (CIP) *(APRIL, MAY, AND JUNE)*

Members were provided a Capital Investment Plan (CIP) Project Tracking Report, Quarterly Report as of June 30, 2014 (preliminary).

By consent agenda, Mr. Slavin moved for acceptance of the Quarterly Review of Capital Investment Plan (CIP) report, seconded by Mr. Hare and carried by a unanimous roll call vote (Anderson absent).

EVALUATION OF PROPOSALS - ENGINEERING SERVICES AND PROJECT MANAGEMENT FOR THE DEPARTMENT OF PUBLIC WORKS

Mr. Scott Koenig, City Manager, advised members that the Department of Public Works is continuously working on various system upgrades and capacity improvements to all infrastructure components. He explained that these projects take numerous hours of engineering design and analysis, in addition to project management efforts. A request for proposal (RFP) was designed to obtain engineering firms capable of performing engineering and project management services in areas appropriate for Public Works assets. Mr. Koenig stated that the proposals were evaluated based on ability to provide services and may not represent the lowest price. In light of the number of projects, as well as the variety of complexity involved in each project, the Department's review team felt that it would best serve the City's requirements to award three (3) companies this contract. He explained that this would allow the Department the flexibility to choose a firm based on their availability and individual expertise.

Mr. Koenig advised members that the total cost over the term of each contract will probably exceed $25,000; however, costs will be reflected in the appropriate budget. Upon award, these consultants will be available to all City departments requiring Civil Engineering-based services. These services, as contained within the Scope of Work in the Request for Proposals, include: Civil Design Engineering, Construction Engineering/Inspection, Project Administration, General Civil Support (plan review, cost estimating, surveying, mapping, project conceptualization, etc.), Traffic Engineering, Structural Engineering and Geological/Geotechnical Engineering or other related services. Details regarding each proposal were provided to members for their review and consideration.

Staff recommended awarding three (3), three-year contracts to URS Corporation, JMT, and Pennoni Associates Inc. as per the pricing included in the proposal submittal.

In response to Mr. Perza, Mr. Koenig stated that although he did not have details regarding where each company is located or of their familiarity with the local standards, both URS Corporation and Pennoni Associates have been working with City Staff over the last three (3) to four (4) years. He was not aware of any firms having offices located in Dover, such as Cabe and Landmark, being recommended; however, he stated that all companies that submitted proposals have offices in the State or County.

Mr. Hutchison moved for approval of staff's recommendation to award three (3), three-year contracts to URS Corporation, JMT, and Pennoni Associates Inc., as per the pricing included in the proposal submittal. The motion was seconded by Mr. Dixon and carried by a roll call

vote of seven (7) yes (Dixon, Lynn, Slavin, Williams, Hare, Hutchison, and Bonar), one (1) no (Perza), and one (1) absent (Anderson).

EVALUATION OF BIDS - BRANDYWINE PUMP STATION REPLACEMENT

Mr. Scott Koenig, City Manager, reminded members that the Brandywine Pump Station Replacement project includes the replacement of the Smith & Loveless package pumping station installed in 1977 and rehabilitation of the existing wet well. The station has exceeded its anticipated life expectancy of 20-25 years and is in need of a capacity upgrade due to the increased growth in the basin. The existing pump rate is 200 gallons per minute (GPM). To address the increase in capacity, a new pump station will be installed to handle a flow of 260 GPM.

Mr. Koenig advised members that City Staff is currently in negotiations with the owner of the property to properly obtain the necessary easements for this infrastructure. A structural condition assessment was performed by Pennoni Associates Inc. on the existing wet well of the Brandywine Pump Station. Based on this assessment, it was recommended to line the interior of the wet well to protect and extend the service life of the structure. This pump station replacement and rehabilitation will improve the City's wastewater system by increasing the structural integrity and wastewater flow capacity of the pump station.

Staff recommended awarding the contract to JJID, Inc., for the City of Dover Brandywine Pump Station Replacement Project (Bid #14-0048PW) in the amount of $332,000.

Responding to Mr. Lynn, Mr. Koenig stated that the amount budgeted for the project was $365,500.

In response to Mr. Perza, Mr. Koenig stated that Pennoni Associates worked with staff to prepare the budget estimate for this project. He explained that Pennoni is an engineering consulting firm and would not have submitted a bid for construction. Although multiple bids are desired, he stated that it is not always the case and that staff felt confident that the bid was fair.

In response to Mr. Hare, Mr. Koenig stated that although staff does not anticipate any change orders, there is no guarantee; however, if a change order is required, it will be presented to City Council for approval.

Mr. Lynn moved for approval of staff's recommendation to award the contract to JJID, Inc., for the City of Dover Brandywine Pump Station Replacement Project (Bid #14-0048PW) in the amount of $332,000. The motion was seconded by Mr. Perza and carried by a unanimous roll call vote (Anderson absent).

EVALUATION OF BIDS - MCKEE ROAD PUMP STATION COMMINUTOR REPLACEMENT

Mr. Scott Koenig, City Manager, advised members that the McKee Road Pump Station Comminutor Replacement project includes the replacement of the comminutors at the influent line to the pumping station installed in 1995. This acts as a screen/grinder at the influent side of the station, cutting or stopping large debris from entering the wet well and clogging the pumps. The motors have run 24/7

since the initial startup of the pumping station. He indicated that the comminutors have lasted beyond their life expectancy of ten (10) years. If the comminutors are not replaced, the City is at risk of having pump issues at one of its largest pump stations.

Mr. Koenig advised members that the original budget was created with material costs and that due to its complexity, staff revised the bid to include installation. He noted that the additional funding will be provided from the savings for the Baltray Pump Station Upgrades, in the amount of $97,700, and the Doverbrook Gardens Pump Station Upgrades, in the amount of $48,300, and in accordance with existing City Council approved financial policies.

Staff recommended awarding the contract to Blooming Glen Contractors, Inc., for the City of Dover McKee Road Pump Station Comminutor Replacement Project (Bid #14-0051PW) in the amount of $147,100.

Responding to Mrs. Williams, Mr. Koenig stated that there were savings in the two (2) projects that have been completed. He explained that, initially, for the Baltray Pump Station Upgrades, it was anticipated that the City would hire a contractor; however, it was determined that City Staff could perform the work and that they were able to complete those upgrades to satisfy the design parameters at a relatively low cost. Regarding the Doverbrook Gardens Pump Station Upgrades, he stated that although the original assessment was completed when Sunroc was operating and was creating a substantial flow to the station, the main problem was a clogging related to some Styrofoam use at Sunroc. Since that manufacturing facility is no longer in operation, he explained that there were several components of the upgrade that were not necessary. As a result, the scope of the work was reduced, resulting in a monetary savings.

Should the Sunroc building be used in the future, Mrs. Williams questioned if there would be impact fees instituted based on its use. Responding, Mr. Koenig stated that in some instances, if there is a new industrial customer and the City anticipates the issues, they will be a part of the industrial design related to their wastewater. Mrs. Williams also questioned if there was any methodology or mechanism to determine if there are other CIP projects that could also be downgraded and handled similar to the those previously mentioned that would result in a savings. Responding, Mr. Koenig stated that the Annual Budget Review requires that the engineering staff review each of the projects; however, there should always be adjustments which would indicate the City is meeting the current conditions. He explained that when a 5-year plan is developed, in the fifth year, there are uncertainties and when the fourth year moves forward, staff reviews the scopes to ensure they are reflective of the current needs. More particularly with wastewater, he stated that if a business leaves or another business comes in, it could dramatically change the needs of a station or line. Mr. Koenig noted that there has been a greater emphasis on spending money up front to ensure that the engineering estimates are more accurate for the future.

Referring to the Baltray Pump Station, Mr. Lynn indicated that it appears that there was a disparity of approximately $100,000 between the amount budgeted and the actual costs. He questioned if this was indicative of the larger budgetary issue whereby the City is either under budgeting or over budgeting. Responding, Mrs. Mitchell confirmed that there are significant disparities; however, she

stated that it appears to be with only a few projects. She stated that the majority of the projects are close; however, some are way off and the reasons for the disparities would need to be provided by the engineers. Mrs. Mitchell assured members that she asks these same questions during the budget process and whether staff is evaluating the projects and if the engineers are assisting staff with the estimates. In an effort to preclude these types of occurrences in the future, she stated that she has suggested that staff get all engineering done prior to the beginning of the budget process in January. Mrs. Mitchell explained that this would allow staff to have good estimates in December for the next year's budget. At the request of Mr. Lynn, Mr. Slavin, as Chairman of the Legislative, Finance, and Administration Committee, agreed to consider this matter and develop a policy to this effect.

At the request of Mr. Slavin, Mr. Koenig stated that the comminutor is basically a grinder that is ahead of the pump system. The average person does not realize what goes into the sanitary sewer system such as concrete, bricks, shoes, clothes, etc. The comminutor pulverizes any item that hits the equipment so that it can actually be passed through the pump and go down through the system. Otherwise, these items would get stuck in the pump and cause the pump to stop working, which would result in staff having to take the pump apart and send it out for repairs. The comminutor serves as a safety system for the pump system. Mr. Koenig estimated that this particular station has been in service since 1992-1993.

In response to Mrs. Williams, Mr. Koenig concurred that the City could receive environmental fines if the system fails and wastewater is dumped outside of the station onto the ground.

Mrs. Williams moved for approval of staff's recommendation to award the contract to Blooming Glen Contractors, Inc., for the City of Dover McKee Road Pump Station Comminutor Replacement Project (Bid #14-0051PW) in the amount of $147,110, seconded by Mr. Hutchison and carried by a unanimous roll call vote (Anderson absent).

Mr. Perza reiterated his concern regarding the disparity of the budgeted amounts and actual amounts. It was his feeling that this disparity allows for staff to manipulate the budget by low balling an estimate and then over estimating other areas to allow for an expenditure. He stated that his concern was not with the project or the need for the project, but rather the manner in which it is being paid.

There being no objections, item #12 - Appointment of Timothy P. Mullaney, Jr. - Fire Marshal, was moved to be considered prior to Evaluation of Bids, Concrete Construction and Replacement - Phase I.

APPOINTMENT - TIMOTHY P. MULLANEY, JR. - FIRE MARSHAL

Council President Bonar introduced Mr. Timothy P. Mullaney, Jr., who was promoted to serve as the City's Fire Marshal for the City of Dover. In accordance with the Dover Code, the Fire Marshal is appointed by City Council.

Mr. Hare moved for the appointment of Mr. Timothy P. Mullaney, Jr., to serve as the City of Dover Fire Marshal, seconded by Mr. Lynn and carried by a unanimous roll call vote (Anderson absent).

EVALUATION OF BIDS - CONCRETE CONSTRUCTION AND REPLACEMENT - PHASE I

Mr. Scott Koenig, City Manager, advised members that, in concurrence with the City of Dover's Capital Investments Plan (CIP), various sidewalk sections are proposed to be replaced throughout the City during Fiscal Year 2015. He stated that the sidewalk replacement will be partially funded by Community Transportation Funds and, therefore, require that prevailing wages be paid for the labor. Staff provided members with the locations that were included in the proposed scope of work to be completed under the Concrete Construction and Replacement Phase I Project.

Staff recommended awarding the contract to the low bidder, Fontana Concrete Construction, Inc. in the amount of $100,931.00 for the Concrete Construction and Replacement Phase I. Mr. Koenig reminded members that the Public Works Director may add or delete from the contract, up to 35%, based on available funding throughout the contract period and inform the City Manager of such additions and deletions; therefore, the contract final value may be adjusted to reflect all available funding.

Mr. Lynn moved for approval of staff's recommendation to award a unit price contract, based upon Bid #14-0052PW for the Concrete Construction and Replacement Phase I Project to Fontana Concrete Contractors, Inc. The Public Works Director may add or delete from the contract, up to 35%, based on available funding throughout the contract period and inform the City Manager of such additions and deletions. All work will be paid for at the unit prices bid for work completed and accepted by the City of Dover. The total work authorized under this contract will not exceed the available funding in conjunction with the Concrete Construction and Replacement Phase II Project and FY15 Street Program, which is part and parcel of the above referenced CIP project. The motion was seconded by Mr. Dixon and carried by a unanimous roll call vote (Anderson absent).

EVALUATION OF BIDS - CONCRETE CONSTRUCTION AND REPLACEMENT - PHASE II

Mr. Scott Koenig, City Manager, advised members that in concurrence with the City of Dover's Capital Investments Plan (CIP), various sidewalk sections are proposed to be replaced throughout the City during Fiscal Year 2015. Staff provided members with the locations that were included in the proposed scope of work to be completed under the Concrete Construction and Replacement Phase II Project.

Staff recommended awarding the contract to the low bidder, Fontana Concrete Construction, Inc. in the amount of $64,018.00 for the Concrete Construction and Replacement Phase II Project. Mr. Koenig reminded members that the Public Works Director may add or delete from the contract, up to 35%, based on available funding throughout the contract period and inform the City Manager of such additions and deletions; therefore, the contract final value may be adjusted to reflect all available funding.

Responding to Mrs. Williams, Mr. Koenig stated that the cobblestone on Loockerman Street was a landscaping technique that was presented to various committees and authorized as a part of that Transportation Enhancement Project several years ago. Most of the removal of brick included in this project consists of those areas on State and Division Streets where there are older brick sidewalks.

Mr. Lynn relayed concern that allowing property owners the choice of brick or sidewalk would result in a hodgepodge. Responding, Mr. Koenig stated that sidewalks are inconsistent throughout the City and that all property owners have selected concrete due to the additional costs for brick.

Noting that the sidewalks will consist of both brick and concrete and, with the City marketing the Historic Dover area, Mr. Perza stated his concern that it will appear ridiculous aesthetically. He stated that although he is concerned about the safety issues involved with deteriorating sidewalks, he would be hesitant to approve the request without a clear understanding of the sidewalk locations.

Referring to the Americans with Disabilities Act (ADA), Mr. Slavin stated that once the City replaces the sidewalk with concrete to the ADA specifications, the City would be required to ensure a path of travel. Responding, Mr. Koenig stated that in most locations throughout the City, DelDOT is responsible for the ADA compliance at the intersections, which is where most issues are located. The City has not had ADA compliance issues on the sidewalk straight-a-ways. If there are driveways, there are some ADA compliance issues that would require the replacement of aprons. Mr. Koenig confirmed that the City would be required to remedy any ADA non-compliance issues.

In response to Mrs. Williams regarding those sidewalks along State Street that become elevated due to tree roots, Mr. Koenig stated that, in some instances, it is necessary to cut trees down. He stated that there is the potential that some of the tree roots will need trimmed and/or a tree will need to be removed, which property owners sometimes object to; however, staff attempts to resolve these issues prior to the sidewalk replacement.

Responding to Mr. Perza, Mr. Koenig estimated the cost to repair the brick at 50% more than concrete; however, he noted that bids were not solicited for that work. He advised members that the City has not conducted an analysis on maintenance costs. Mr. Perza reiterated his objection to the City taking a "band-aid" approach and his concern that there is no uniform plan.

Mr. Hare advised members that there is stamped concrete that has the appearance of brick.

Mr. Slavin moved for approval of staff's recommendation to award a unit price contract, based upon Bid #14-0053PW for the Concrete Construction and Replacement Phase II Project to Fontana Concrete Contractors, Inc. in the amount of $64,018.00. The Public Works Director may add or delete from the contract, up to 35%, based on available funding throughout the contract period and inform the City Manager of such additions and deletions. All work will be paid for at the unit prices bid for work completed and accepted by the City of Dover. The total work authorized under this contract will not exceed the available funding in conjunction with the Concrete Construction and Replacement Phase I Project & FY15 Street Program, which is part and parcel of the above referenced CIP project. The motion was seconded by Mrs. Williams and carried by a roll call vote of six (6) yes (Dixon, Slavin, Williams, Hare, Hutchison, and Bonar), two (2) no (Lynn and Perza), and one (1) absent (Anderson).

REAPPOINTMENT RECOMMENDED BY MAYOR ROBIN R. CHRISTIANSEN - BOARD OF ADJUSTMENT - ARTHUR G. ERICSON - THREE (3) YEAR TERM TO EXPIRE JULY 2017

Mayor Christiansen requested the reappointment of Arthur G. Ericson to the Board of Adjustment for a three (3) year term to expire July 2017.

By consent agenda, Mr. Slavin moved for approval of the reappointment of Arthur G. Ericson to the Board of Adjustment, as recommended by Mayor Christiansen, seconded by Mr. Hare and carried by a unanimous roll call vote (Anderson absent).

COUNCIL MEMBERS ANNOUNCEMENTS

Council President Bonar wished Mr. Lynn a happy belated birthday (August 3rd) and Mr. Slavin a happy belated birthday (August 10th).

Mr. Hutchison relayed appreciation to the City Manager and other Staff that assisted with the cleanup at Silver Lake near McGlynn's and, noting that all cleanup work has not yet been completed, he urged its completion, explaining that the lake is a landmark for the City and serves as a gateway for visitors coming to the City.

By unanimous consent, the meeting adjourned at 8:37 p.m.

TRACI A. McDOWELL
CITY CLERK

All orders, ordinances, and resolutions adopted by City Council during their Regular Meeting of August 11, 2014, are hereby approved.

ROBIN R. CHRISTIANSEN
MAYOR

/TM/jg
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Exhibit
Exhibit #1 - Presentation - Route 8 & Heatherfield Way: Pedestrian Hybrid Beacon (includes a brief video)

Route 8 & Heatherfield Way: Pedestrian Hybrid Beacon

Mark Luszcz, P.E., PTOE
DelDOT Chief Traffic Engineer

Presentation to:
Dover City Council
August 11, 2014



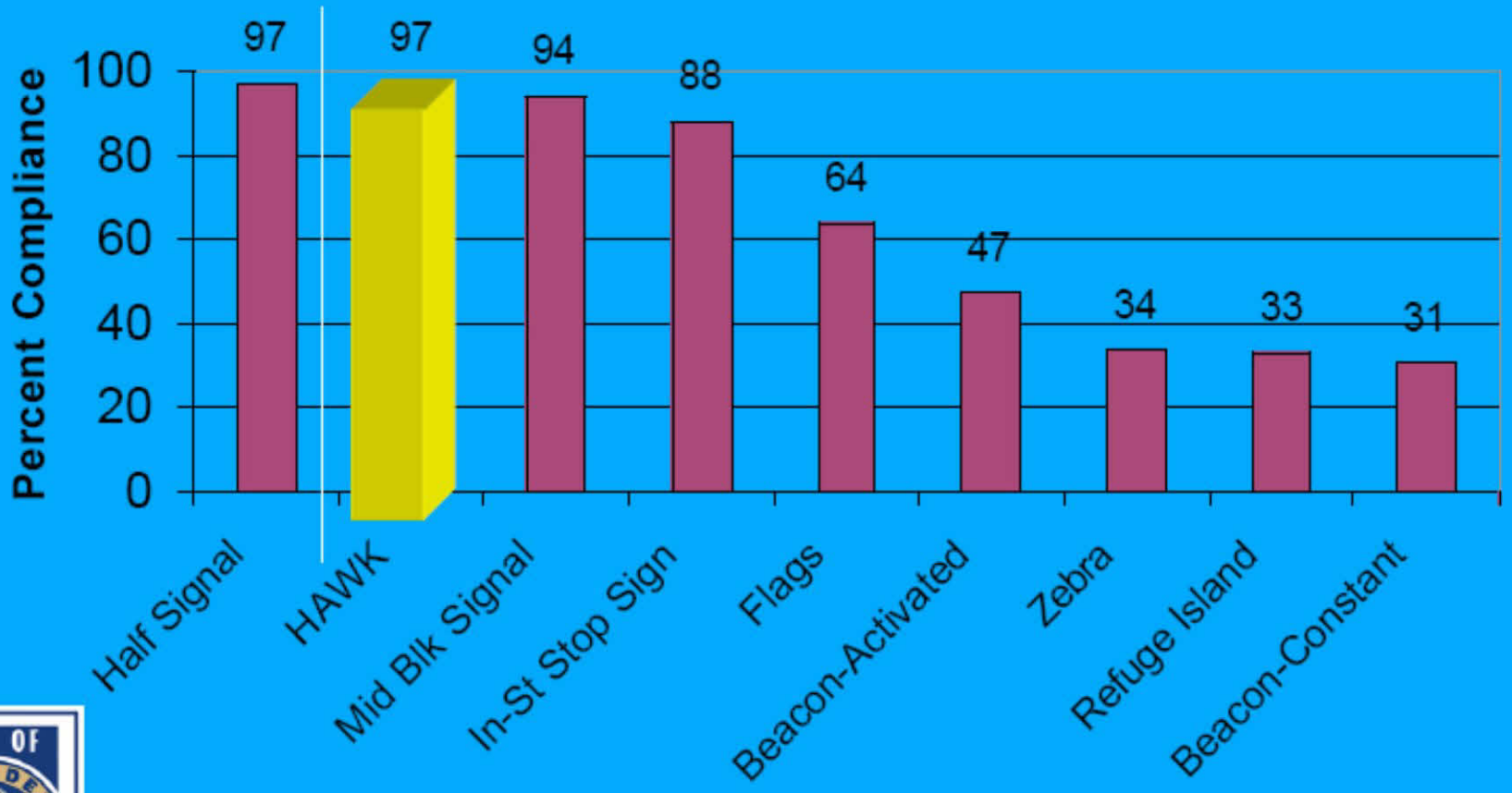
EXHIBIT #1
Regular Council Meeting of 8/11/2014

Pedestrian Hybrid Beacon

- Also known as a HAWK: High-Intensity Activated Crosswalk
- Invented in Tucson, AZ
- Successfully tested for over 10 years
- Adopted by FHWA in 2010
- Goal: safely control pedestrian and vehicular traffic, where there is a moderate to high volume of both pedestrians and vehicles, but a full traffic signal is not justified

TEAM DelDOT
Transparent Efficient Accountable Measured

Innovative Crosswalk Treatments



Source: Texas Transportation Institute, 2006

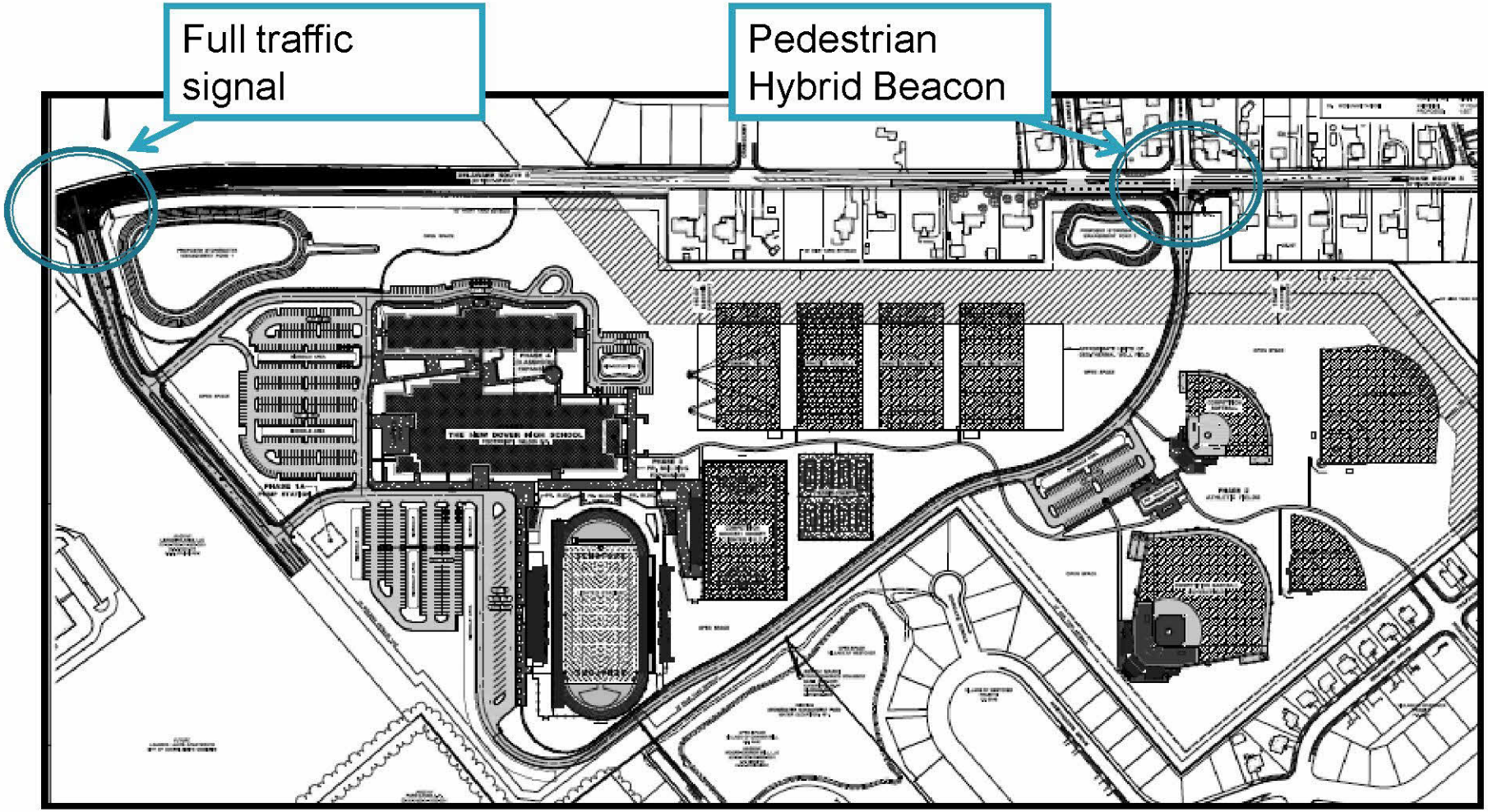
VIDEO

Why is the PHB Proposed on SR 8?

- Full traffic signal not justified
- High pedestrian traffic expected
- High speeds and traffic volume on SR 8
- Use of western access traffic signal not feasible:
  - No sidewalk
  - Unreasonably far from pedestrian routes
- FHWA PHB criteria met

TEAM DelDOT
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Dover High School Plan



TEAM DelDOT
Transparent Efficient Accountable Measured

Thanks!

Mark Luszcz, P.E., PTOE
Delaware Department of Transportation
Chief Traffic Engineer
(302) 659-4062
mark.luszcz@state.de.us

TEAM DelDOT
Transparent Efficient Accountable Measured

PROCLAMATION

***WHEREAS**, National Preparedness Month creates an important opportunity for City of Dover residents to prepare their homes, businesses, and communities for potential natural disasters or terrorist attacks; and*

***WHEREAS**, investing in emergency preparedness can reduce injuries, fatalities, and economic devastation in our community and nation; and*

***WHEREAS**, the Federal Emergency Management Agency's "Ready" Campaign, Citizen Corps, and other federal, state, local, private, and volunteer agencies are working to increase public activities to prepare for emergencies and to educate individuals on how to take action; and*

***WHEREAS**, the Ready Campaign established four universal building blocks of emergency preparedness, Be Informed, Make a Plan, Build a Kit and Get Involved with the 2014 National Preparedness Month Theme being "Be Disaster Aware, Take Action to Prepare"; and*

***WHEREAS**, emergency preparedness is the responsibility of every citizen of the City of Dover and all citizens are urged to make preparedness a priority and work together, as a team, to ensure that individuals, families, and communities are prepared for disasters and emergencies of any type, and are encouraged to participate in preparedness activities and to be proactive in establishing sound plans for addressing emergencies.*

***NOW, THEREFORE, I, ROBIN R. CHRISTIANSEN, MAYOR OF THE CITY OF DOVER, DELAWARE** do hereby proclaim the month of September 2014 as*

NATIONAL PREPAREDNESS MONTH

in the City of Dover, and encourage all citizens, businesses, and organizations to develop their own emergency plan and work together toward creating a more prepared society.

ROBIN R. CHRISTIANSEN
MAYOR

ACTION FORM

PROCEEDING: City Council
DEPARTMENT OF ORIGIN: Planning & Inspections **DATE SUBMITTED**: 8-8-2014
PREPARED BY: Ann Marie Townshend, AICP, Director of Planning and Community Development
SUBJECT: 231 Mifflin Rd, Dover, Delaware – Violation of Dangerous Building Ordinance
REFERENCE: Chapter 22, Article XI – Dangerous Buildings, Sec. 22-385 - Hearing before Council and Chapter 22, Article XI - Dangerous Buildings Case # 11-3264 & 14-2100
RELATED PROJECT: N/A
APPROVALS: N/A
EXHIBITS: PowerPoint Presentation and File Photos to be presented at the Council meeting.
EXPENDITURE REQUIRED: Preliminary estimate is $5,000.00 to 7,500.00. **AMOUNT BUDGETED**: $150,000 Budgeted for all demolitions Citywide in the FY-2014 Budget; As of August 14, 2014, there is $129,720 remaining in the line item. **FUNDING SOURCE (Dept./Page in CIP & Budget)**: 110-1600-534-30-33.
TIMETABLE: As soon as possible.
RECOMMENDED ACTION: 1. Declare this in-ground pool and pool pump assembly on this property dangerous. 2. Order the property repaired or demolished by **September 25, 2014** by the owner or equity owner at their own risk. 3. Order the Building Inspector to cause the repair or demolition of the structures if not completed by the owner **within 10 days of the date established by City Council**. 4. Order the City Manager with the assistance of the City Solicitor to cause the cost of repairs or demolition to be charged against the land on which the building exists as a municipal lien or cause such cost to be added to the tax duplicate as an assessment, or to be levied as a special tax, or to be recovered in a suit at law against the owner.

BACKGROUND AND ANALYSIS

The property is owned by Jesse & Nichole Evans. The structure is a in-ground pool with a vinyl liner. There is a concrete walkway around the top of the pool, along with a diving board, slide and a pool pump assembly. The house where the pool is located has been vacant since October of 2011, and is currently registered with the City as a Vacant Building. The privacy fence for the rear yard is in disrepair and the gate will no longer lock creating easy access to the pool. On June 6, 2014, staff from the Planning and Inspections Department condemned the in-ground pool as an unsafe structure. On the same date, notice of code violations were sent to the lien holders for corrective action. Currently no repairs have been made to the in-ground pool and it is still considered an unsafe structure.

ACTION FORM

PROCEEDING: City Council

DEPARTMENT OF ORIGIN: Planning & Inspections **DATE SUBMITTED**: 8-8-2014

PREPARED BY: Ann Marie Townshend, AICP, Director of Planning and Community Development

SUBJECT: 803 Westview Terrace, Dover, Delaware – Violation of Dangerous Building Ordinance

REFERENCE: Chapter 22, Article XI – Dangerous Buildings, Sec. 22-385 - Hearing before Council and Chapter 22, Article XI - Dangerous Buildings Case # 13-713 & 14-2102

RELATED PROJECT: N/A

APPROVALS: N/A

EXHIBITS: PowerPoint Presentation and File Photos to be presented at the Council meeting.

EXPENDITURE REQUIRED: Preliminary estimate is $5,000 $7,500.

AMOUNT BUDGETED: $150,000 Budgeted for all demolitions Citywide in the FY-2014 Budget; As of August 14, 2014, there is $129,720 remaining in the line item.

FUNDING SOURCE (Dept./Page in CIP & Budget): 110-1600-534-30-33.

TIMETABLE: As soon as possible.

RECOMMENDED ACTION:

1. Declare the in-ground pool on this property dangerous.
2. Order the property repaired or demolished by **September 25, 2014** by the owner or equity owner at their own risk.
3. Order the Building Inspector to cause the repair or demolition of the structures if not completed by the owner **within 10 days of the date established by City Council**.
4. Order the City Manager with the assistance of the City Solicitor to cause the cost of repairs or demolition to be charged against the land on which the building exists as a municipal lien or cause such cost to be added to the tax duplicate as an assessment, or to be levied as a special tax, or to be recovered in a suit at law against the owner.

BACKGROUND AND ANALYSIS

The property is owned by William R. Masten. The struture is an in-ground pool with a vinyl liner. There is a conctrete walkway around the top of the pool. The house where the pool is located has been vacant since March of 2013, and is currently registered with the City as a Vacant Building. The four foot chain link gate for the fence that located in the rear yard can no longer be locked and secured causing easy access to the pool. On May 6, 2014, staff from the Planning and Inspections Department condemned the in-ground pool as an unsafe structure. On that same date, notice was sent to the lien holders with all the code violations related to the pool and corrective action that is need. Currently no repairs have been made and the pool is still an unsafe structure.

PARKS, RECREATION, AND COMMUNITY ENHANCEMENT COMMITTEE

The Parks, Recreation, and Community Enhancement Committee Meeting was held on August 11, 2014, at 3:30 p.m. with Chairman Dixon presiding. Members present were Mr. Hutchison, Mr. Anderson (arrived at 3:32 p.m.), Mr. Caldwell, and Mrs. Horsey (arrived at 3:32 p.m.).

AGENDA ADDITIONS/DELETIONS

Councilman Hutchison moved for approval of the agenda, seconded by Mr. Caldwell and unanimously carried.

Proposed Ordinance #2014-18 - Amending Appendix B - Zoning, Article 3 - District Regulations, Section 24 - Planned Neighborhood Design Option (PND), Subsection 24.62 - Buffers; Article 4 - Zoning Bulk and Parking Regulations, Subsections 4.10 and 4.11

Members were provided Proposed Ordinance #2014-18 which would amend Appendix B - Zoning, Article 3 - District Regulations, Section 24 - Planned Neighborhood Design Option (PND), Subsection 24.62 - Buffers and Article 4 - Zoning Bulk and Parking Regulations, Subsections 4.10 and 4.11 for their review and recommendation.

Mrs. Ann Marie Townshend, Director of Planning and Community Development, advised members that Proposed Ordinance #2014-18 was drafted by Mr. John Paradee. She stated that the amendments would remove the required 40-foot buffer around the perimeter of developments utilizing the Planned Neighborhood Design Option (PND) and would reduce the front and rear yards for houses being constructed under the PND Option. Mrs. Townshend reminded members that the PND Option is a zoning overlay that allows for flexibility in housing styles. Projects utilizing this overlay are first reviewed by City Council to determine if it warrants further review by the Planning Commission. If forwarded to the Planning Commission, they are subject to Conditional Use approval by the Planning Commission.

Mrs. Townshend indicated that when the PND concept was adopted back in the 1990's, it was a newer concept and the 40-foot buffer was included to address the concern of having a mixed housing development adjacent to other properties. Since that time, she felt that the PND's have shown they fit in nicely with the communities and that the 40-foot buffer is no longer necessary.

Responding to Mr. Caldwell, Mrs. Townshend stated that the 40-foot buffer was to assure that there would be no buildings close to the development; however, the result has been that fences, sheds, and decks are not permitted within the area, which the rear yard setback requirements would address. In addition, she stated that for several of the PND's properties, there is a lot of open space around the perimeter. Mrs. Townshend explained that some of the open space is actually on an individuals property, which gives property owners fewer options for making improvements to their property.

Mr. John Paradee of the law firm Prickett, Jones, and Elliott, stated that he submitted a request for the consideration of an ordinance amendment after receiving several complaints from clients; however, he stated that he was not addressing members on behalf of any particular client or project. He stated that he had heard much discussion regarding artificial or seemingly unreasonable restrictions in the ordinance that really "handcuffs" the Planning Commission. Mr. Paradee

reminded members that for PND's, the Planning Commission has wide discretion to deal with setbacks and other site planning issues that can be customized for a particular project based on its geographic dimensions of the property. The issue is that, as written, the current ordinance has very restrictive set-backs and what has occurred is that the building envelope which is dictated by the ordinance is simply too restrictive to allow the kind of flexibility that the market demands in terms of products. He explained that there are several properties where developers are forced to make something work that is nearly impossible because the ordinance has these very inflexible setback restrictions. The proposed amendments would provide flexibility to the Planning Commission who ultimately has the authority to allow for some flexibility; however, they cannot go beyond the minimum standards required by ordinance. Mr. Paradee stated that the Planning Commission does not have the discretion to relax beyond those minimum standards if the circumstances warrant.

In response to Mr. Dixon, Mrs. Townshend stated that although a variance could be considered, she does not feel that a variance should be used to address a flaw in the Code except on a short-term basis. She stated that she had to recently deny a request to allow for the construction of a deck (for a hot tub) in a back yard since it would have encroached into the 40-foot buffer. Other than those properties located within a PND, she stated that property owners must remain 10 feet from the property line to construct such a deck, noting that the setback is significantly more restrictive for PND's. Mrs. Townshend noted that sometimes the front and rear setbacks limit creativity of design and cause people to design to standards rather than allowing such creativity within a community.

Staff recommended that Proposed Ordinance #2014-18 be forwarded to City Council and scheduled for First Reading on August 25, 2014, a Public Hearing before the Planning Commission on September 15, 2014, and that a Public Hearing and Final Reading be set before City Council on October 13, 2014, at 7:30 p.m.

Mr. Hutchison moved to recommend approval of staff's recommendation, seconded by Mr. Anderson and unanimously carried.

Investigating Americorps and Retired Senior Volunteer Program (RSVP) to Supplement Staffing *(Request of Councilman Anderson)*

Mr. Anderson requested that staff be directed to investigate potential volunteer labor opportunities that may be available to determine if it meets the City's mission and ability to save money. He stated that the Retired Senior Volunteer Program (RSVP) may help the City provide services, as well as other opportunities such as the use of Americorps for the City's summer programs. Realizing that there are always pros and cons to ideas, he felt that the City should investigate the possibility of expanding services while saving money and that this matter be further evaluated.

Responding to Mr. Caldwell, Mr. Anderson stated that his proposal would not be limited to the two (2) organizations mentioned and that, if agreed, it could be noted in the motion.

Mrs. Horsey relayed her support and noted that governments, as well as private organizations, are trying to recruit volunteers all the time and rely on them to conduct their business on a regular basis.

Mr. Hutchison stated that although he agrees with the concept, he felt it would be important for the City to establish guidelines, explaining that if the City were to open the door to supplementing staff by use of volunteers, there would be a need for clear and defined policies and guidelines and suggested the need for criminal background checks. Mr. Hutchison suggested that this matter be referred to the City Manager for a response.

Mr. Scott Koenig, City Manager, stated that if it is the Committee and Council's desire to pursue this concept, he requested that it be referred to the City Manager's Office for further review and that a report be submitted within 90 days regarding staff's findings, to include those City departments that could use volunteers, where they would be effective, how they would be recruited, etc.

Mr. Anderson moved to recommend that staff be authorized to investigate volunteers to supplement staffing for the City and that a report be submitted within 90 days (if study is not completed, staff would provide report on its status). The motion was seconded by Mrs. Horsey and unanimously carried.

For clarification, Mr. Anderson stated that his motion would allow for staff to first study the feasibility of utilizing volunteer services such as the AmeriCorps and the RSVP, with a report back to the committee in 90 days.

Semi-Annual Review - Statistics Regarding Jobs and Businesses Gained and Lost in the City of Dover Since July 2013

Mr. William Neaton, Director of Economic Development, reviewed the semi-annual report of employment statistics on the City's top employers since July 2013 and includes December 2013 and July 2014.

Mr. Neaton noted that Bayhealth continues to maintain a steady increase of employees and that it is expected that this will continue, noting that they are currently in the process of expanding by adding a fourth floor to the building to serve as a shell space. He advised members that, currently, the third floor serves as a shell space and that it will be used for services, noting that it will house 36 new beds and is projected to be completed during the first part of 2015. Mr. Neaton reminded members that the design of the building allows for Bayhealth to expand to ten (10) stories. He noted that Bayhealth also plans to expand their facility in Milford by eliminating the existing hospital and building in its place a vertical hospital.

Responding to Mr. Anderson, Mr. Neaton stated that there has been an ongoing problem with flooding in the area of Bayhealth, which has affected their development. Last week, he spoke to Mr. Dave Small, Secretary of the Department of Natural Resources and Environmental Control (DNREC), regarding this issue and stated that they are moving forward with the study of the flooding issue.

Elaborating, Mayor Christiansen advised members that the City of Dover has received a substantial grant from the State of Delaware to begin a study to address the flooding issue, which will include the Bayhealth area.

Mr. Neaton reminded members that, several months ago, City Council approved an Economic Inclusion Study with Dr. Michael Casson of Delaware State University. He stated that he has met with Dr. Casson and that they are moving forward with the Study and it is hoped that this Study will be completed in the very near future.

Mr. Neaton advised members that Energizer recently announced that they are closing their plant in Montreal Canada and will move those product lines to Dover by 2017. It is anticipated that the first phase will be completed in late Spring 2015, which will include an addition to their building in Dover. Mr. Neaton noted that this move will provide approximately 250 jobs over the next several years. He assured members that Staff has been meeting with representatives of Energizer to help in their processes and that he felt they were pleased with the assistance provided by the City.

Mr. Neaton reminded members that Energizer had planned to export some of their jobs to another plant located in another City. He stated that he, along with representatives of the Delaware Economic Development Office, have met with the Vice-President of Energizer in an attempt to prevent this move to save the approximately 30 jobs that could be affected.

Referring to Kraft Foods, Mr. Neaton stated that during a recent meeting with the Plant Manager, there was discussion regarding an issue involving their electric field. He advised members that Mr. Harry Maloney III, the new Electric Director, has since become involved to determine how the City may be able to assist with this issue; however, he assured members that he continues to maintain close contact with Kraft Foods and attends the Plant Manager Meetings on a regular basis.

Mr. Neaton noted that during the past several months, he has taken Congressman Carney to some of the plants in Dover such as Proctor and Gamble, Hirsh Industries, etc.

Responding to Mr. Hutchison, Mr. Neaton stated that there has been much accomplished and that work continues at the Garrison Oak Park, noting that the Calpine project remains on schedule. Earlier today, Eastern Short Natural Gas began testing the gas line and using water pressure and that the transmission power lines are being installed from the Garrison Energy Center to the Cartanza Substation and that DP&L has been discussing the abandonment of their portion of lot 6, since the work is near completion. Staff received a time-line schedule this morning from Garrison Energy Center which included deadlines for the City to provide certain levels of infrastructure. He stated that the City Manager and other Department Heads have had on-going conference calls with Garrison Energy Systems to discuss those time-lines. Mr. Neaton indicated that Uzin Utz has broken ground and that they have laid the foundation for their tower and that this project is also on schedule. He assured members that the City continues to move forward with the infrastructure, both retention ponds have been completed, and construction of the road continues.

Mr. Neaton confirmed that June 2015 is the target date for Calpine to begin providing power into the grid. He felt confident that they will be done prior to the target date.

In response to Mr. Hutchison, Mr. Koenig stated that the City will meet the deadlines in order to meet the demands of these projects. He explained that since Calpine is on schedule, they have requested that the schedule be pushed up. Mr. Koenig stated that there is a certain date that can be

reached by the City in accordance with contracts, which are within the parameters that were originally agreed upon. He stated that there have been several discussions regarding the substantial completion dates and that Calpine continuously moves these dates up. Mr. Koenig advised members that June 1, 2015 is Commercial Operation, which is the date they legally have to provide power; however, if completion is prior to this date, they wish to bid power into the grid immediately. He assured members that the contracts are moving forward and felt assured that the City can meet their deadlines.

Responding to Mr. Anderson regarding the status of the old Walmart, Mr. Neaton stated that the site plan expired months ago and is no longer in effect. After speaking with the Realtor, he realized that they were not aware of the site plan expiring. It was his understanding that they can apply for an administrative renewal of the site plan. Mr. Neaton noted that there are a couple of leases for the interior of the building and there is still a site plan for a restaurant on a pad site. He stated that he has been in contact with Mr. Charlie Rodriguez, Realtor for the Onyx Group, and he and the project manager stay in contact on a monthly basis. Mr. Neaton assured members that they plan to move forward with the projects.

For information purposes, Mr. Neaton advised members that there have been inquiries regarding other retail spaces such as Dover Litho and Uno's Restaurant. He stated that there are two (2) tenants utilizing the Dover Litho building and that the Uno's Restaurant is currently being remodeled.

In response to Mr. Anderson regarding the former Metro building, Mr. Neaton stated that, based on information provided by R&R Commercial Realty approximately three (3) weeks ago, the property was recently sold or is currently under contract for purchase.

Referring to Delaware State University, Mr. Anderson questioned if there had been any news regarding jobs relative to the planned expansion and other activities. Responding, Mr. Neaton stated that the University has not shared any information relative to job growth and that he is not aware of any changes in this regard.

Mayor Christiansen advised members that Mr. Neaton is in the trenches and has been advocating for the City of Dover. He stated that the City has a program in place to protect jobs and it has been announced that the City is open to do business. Mayor Christiansen assured members that he, along with Mr. Neaton and other personnel, will continue to work feverishly to provide jobs to the unemployed and underemployed, bring businesses to fill the empty commercial spaces, and bring people to buy homes that have been vacant. He explained that these efforts will create a livable and affordable Dover.

Mr. Koenig advised members that DNREC has awarded the City a 50/50 matching grant up to $77,000 to begin the preliminary planning of the tar ditch interceptor upgrade, which is the stormwater system that runs from the West Side Car Wash area down to the central City area and floods, extensively at times, the intersection at Water Street and Governors Avenue, and ends up in the St. Jones River behind the residents on Elm Terrace and the former City Public Works yard. He stated that the grant request was for approximately $154,000 and that, during the Regular Council

Meeting being held later in the evening, members will be considering the Evaluation of Proposals for Engineering Services and Project Management for the Department of Public Works. Provided the proposal is approved, staff anticipates a project kickoff meeting to take place on September 11, 2014, which will include representatives of DNREC, City of Dover, Department of Transportation, and Bayhealth. Mr. Koenig assured members that there will be an announcement to notify everyone that the City is working on a resolution to the problem.

Mr. Hutchison questioned if there were any opportunities for the Loockerman Exchange building. Responding, Mr. Neaton stated that there is the potential of two (2) different restaurants locating on the first floor; however, there are no potential tenants for the second floor.

Community Development Block Grant (CDBG) Program Quarterly Update

Members were provided the Quarterly Update for the Community Development Block Grant (CDBG) Program, including the FY2014 CDBG Projects and status of the FY2014 CDBG Projects. Members were provided a list of those projects that were approved by HUD for FY2014 and advised that the Funding Approval Agreement has been executed by the Mayor for the release of funds and the draw downs are estimated to be available by HUD on or before September 1, 2014. *(City Clerk's Office Note: The column titled "2013 Grant Projects" on page two of the packet material for Item #4 "Community Development Block Grant (CDBG) Program Quarterly Update" titled "Status of FY-14 Program Funds Spent - Fiscal Year 7/1/14 - 6/30/15" should read "2014 Grant Projects".)*

Referring to the Restoring Central Dover Initiative, Mrs. Ann Marie Townshend, Director of Planning and Community Development, advised members that, in addition to the Positive Development Working Group, the Planning Staff has been requested to participate in the Transportation Working Group. She stated that the Architectural Intern who is working with the Planning Office this summer is developing ordinance amendments to address "in-fill guidelines" that would fit well into this initiative. She has shared this with the consultant, Interfaith Studios, and they seem to be supportive of this action.

Responding to Mr. Anderson, Mrs. Townshend stated that, in addition to the Planning Department, the Police Department is participating, noting that one of the working groups is specifically related to safety.

Recreation Needs Assessment Update

Mrs. Ann Marie Townshend, Director of Planning and Community Development, advised members that the Parks and Recreation Staff have taken the lead on developing the City's Recreation Needs Assessment and have met with the State of Delaware Division of Parks and Recreation to review and update the Outdoor Recreation Inventory, a statewide geographic database of all parks and open space area. She noted that updates have been provided to the State Division of Parks and Recreation and that they will assist with the maps for use in the public outreach, as they have developed mapping applications that are helpful in recreation needs evaluation.

In addition, Mrs. Townshend stated that a survey has been developed that includes general questions about recreation programming and City parks, as well as focused questions on the City's larger parks, including Dover Park, Williams Park, Silver Lake Park, Schutte Park, and Dover/New Street

Park. This survey has been posted on the City of Dover Recreation Facebook page; however, she stated that printed copies are being made available to people who do not have computer access. The survey will also be on the Department of Parks and Recreation Website and an e-mail blast will be sent through Constant Contact to encourage people to complete the survey. Mrs. Townshend advised members that Delaware Senior Olympics, the Dover YMCA, Delaware Special Olympics, and other partners have agreed to get the survey link circulated as well.

Mrs. Townshend stated that public meetings will be planned in late August and September to solicit public input; however, she stated that it will be necessary to coordinate with the State Division of Parks and Recreation on the mapping before the actual dates are selected.

In response to Mr. Anderson, Mrs. Townshend stated that the survey has already been made available on the City's Website and that printed copies are currently available through the Recreation Center; however, she offered to make them available through other means if it is desired. She assured him that printed copies would be provided to him for distribution throughout the community.

Responding to Mr. Hutchison, Mrs. Townshend indicated that, in addition to those previously mentioned, churches, schools, etc. are also being included to ensure a real inventory of what programs are needed throughout the community.

Status Report - Dover Park Recreation Center

Mrs. Ann Marie Townshend, Director of Planning and Community Development, advised members that the first phase of the asbestos abatement is complete and that there is an additional phase that will be completed once the building foundation is removed, since it involves a pipe that is located underground. She stated that demolition activities should be resuming this week and should be completed next month and that, recently, the Little Creek Fire Company used the building for training purposes.

Mr. Hutchison moved for adjournment, seconded by Mrs. Horsey and unanimously carried.

Meeting adjourned at 4:22 p.m.

Wallace R. Dixon
Chairman

WRD/MK/js/dd/tm/jg
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UTILITY COMMITTEE

The Utility Committee Meeting was held on August 11, 2014 at 5:00 p.m. with Councilman Perza presiding in the absence of Chairwoman Williams (arrived at 5:15 p.m.). Members present were Mr. Slavin, Mr. Blakeman, and Mr. Snaman. Members of Council present were Mr. Dixon, Mr. Hare (arrived at 5:15 p.m. and departed at 5:20 p.m.) and Mr. Hutchison (arrived at 5:06 p.m.). Mayor Christiansen was also present (arrived at 5:08 p.m.).

AGENDA ADDITIONS/DELETIONS

By unanimous consent, the agenda was approved as presented.

Evaluation of Proposals and Proposed Budget Amendment - Unit 3 Cooling Tower

Mr. Scott Koenig, City Manager, advised members that the Draft FY2015 Operating and Capital Budget includes Unit 3 Cooling Tower Repairs, which is a multi-year project budget of $1,289,000. He explained that this project is intended to replace the fill and fill support structures on the McKee Run Unit 3 Cooling Tower. It also includes the replacement of the hot water basin floor and miscellaneous structural members within the tower. This contract work represents the majority of work to be performed on this project. Mr. Koenig stated that the Plant Manager, Mr. Vincent Scire, would provide details, explaining that the City has an opportunity to accelerate the project and complete Phases I (FY-2015) and II (FY-2016) in FY-2015 during the City's fall 2014 outage. He noted that if the project is accelerated, as proposed, there will be an overall budget savings of approximately $80,000, which can be accomplished by a re-prioritization of the FY-2015 Capital Projects at the McKee Run Power Plant to allow this project to be completed in FY-2015.

Mr. Scire, NAES Corporation, reviewed the Power Point Presentation provided to members as Exhibit A. It was noted that members were provided the original CIP for this project (depicted as Exhibit B) as well as a revised CIP (depicted as Exhibit C).

Staff recommended the acceptance of the revised CIP and awarding the contract for the McKee Run Unit 3 Cooling Tower Repairs (Project # EG1402) to Evaptech in the amount of $951,000 as detailed in their proposal.

Responding to Mr. Blakeman, Mr. Scire stated that, to his knowledge, the fill has never been replaced and there has been very little work done to the Unit 3 tower, except for miscellaneous repairs to the fill and fill supports; therefore, he stated they have had their useful life in terms of "operability." He indicated that there is some advantage, explaining that when the fill and fill supports are replaced, a different design will be used which, from a thermal performance aspect, will allow for some improved efficiency; however, he could not guarantee this would be measurable and he anticipates a 20-year life span.

In response to Mr. Perza, Mr. Koenig stated that he had no knowledge of any detrimental affects for re-prioritizing the CIP. Although there is always a potential, he felt confident that the costs for any projects that are being deferred would not be increased more than $80,000, which is the savings realized by completing phases I and II in this fiscal year.

At the request of Mr. Slavin, Mr. Koenig explained that the requested amendment was not known during the discussion of the City's Budget and CIP in May. He stated that the potential inclusion of the two (2) phases was not known until the proposals were actually submitted, which occurred after the budget submissions. Mr. Scire indicated that the proposal received for Phase I was approximately $100,000 more than estimated due to the expanded scope of work that was determined through discovery that took place in the Spring, which was three (3) months after a fair price estimate was provided by a contractor who also conducted an inspection. In essence, he stated that the cost increased as a result of the scope of the work increasing. In order to obtain good budget estimates, he explained the necessity of requesting firm pricing for work with a definite schedule of work to be perform. Mr. Scire indicated that the contingency amounts are set based on the knowledge of the project. In some instances, he stated that a contingency of 20% would initially be set and then as more details are known, the contingency would be reduced, noting that this project has an 8% contingency as a result of receiving firm pricing.

Mr. Blakeman moved to recommend approval of staff's recommendation for the acceptance of the revised CIP and awarding the contract for the McKee Run Unit 3 Cooling Tower Repairs (Project #EG1402) to Evaptech in the amount of $951,000. The motion was seconded by Mr. Snaman.

Mr. Slavin stated that although he will support the recommended action, he relayed his concern regarding CIP Projects being reshuffled after just recently being approved.

The motion to recommend approval of staff's recommendation for the acceptance of the revised CIP and awarding the contract for the McKee Run Unit 3 Cooling Tower Repairs (Project #EG1402) to Evaptech in the amount of $951,000 was unanimously carried.

Quarterly Review of Utility Related Capital Investment Plan (CIP) (Electric and Water/Wastewater) ***(April, May, and June)***

Members were provided a Project Tracking Report, as of June 30, 2014, for the Utility (Electric and Water/Wastewater) Related Capital Investment Plan (CIP). Mr. Scott Koenig, City Manager, advised members that this report is preliminary since the actual project costs and final invoices are still being paid for fiscal year 2014. He noted that staff has made substantial progress this year in cleaning up and closing out several projects as the City becomes more fully staffed. As the final numbers are received, Mr. Koenig stated that many of the projects will be finalized and, as a result, they will be removed from the report.

No action was required by the committee.

TEA/NAES Report ***(May and June)***

The TEA/NAES Monthly Reports for May and June 2014 were provided to members to enable them to monitor electric sales and revenues received, which will provide a better understanding of any fluctuations that occur and allow the opportunity to make improvements if deemed necessary.

Mr. Blakeman requested that the NAES Report be amended to reflect the current value/cost of capacity in order for it to be tracked over a period of time.

By unanimous consent, the TEA/NAES Monthly Reports for May and June 2014 were accepted.

Updates
The following updates were provided to members:

Green Energy Funding and Programming
Members were provided details regarding Green Energy Funding and Programming.

National Pollution Discharge Elimination System (NPDES) Municipal Separate Storm Sewer Systems (MS4) Permit
Mr. Scott Koenig, City Manager, advised members that there is no further information to report on the National Pollution Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permit.

Garrison Oak Technical Park Project Updates
Due to time constraints, Mr. Scott Koenig, City Manager, indicated that the updates for the Garrison Oak Technical Park Project will be provided to members during their next meeting.

Progress Update on Purchase Power Agreement
Mr. Scott Koenig, City Manager, read a statement provided by Mr. Kirk Betts regarding the Purchase Power Agreement (Calpine Negotiations), as follows:

> *"Dover's representative, Kirk Betts, has had frequent exchanges with Calpine's power supply representatives to reach an agreement. Currently, they have not reached an agreement that will be acceptable to the City of Dover at this time, but they continue to work toward achieving that goal. Calpine is in a unique position because it has an opportunity to present a very attractive price without competing with others.*
>
> *The focus of the negotiations has been on securing the right energy product at a price that achieves the City's expressed goals; those twin goals being a price that ensures a competitive price for Dover's customers now and throughout its term, plus a reasonable return to the City for its significant investment in the infrastructure with respect to roads, water, sewer, etc. needed by Calpine to develop the plant.*
>
> *Among the items being negotiated are: whether a purchase should consist of capacity and energy; whether to purchase a firm load or an option to purchase as needed; whether to purchase just capacity to replace the capacity currently satisfied by Dover's Units 1 and 2; and whether to purchase more or less than 34 megawatts, and if more, how much extra capacity. The focus currently is on a capacity arrangement for approximately 39 megawatts during a 15 to 20 year term. The negotiations also have addressed escalation, fuel risk, delivery point, and heat rate, which refers to the amount of energy produced from a fixed amount of natural gas.*

Mr. Betts has relied on Dover's agent, TEA (The Energy Authority), for capacity and energy pricing models that are used to benchmark the competitiveness of offers, and is working with the Electric Director to bring this to either an agreement that can be recommended to Council or a recommendation to proceed on an alternative path for meeting Dover's energy requirements."

Responding to Mrs. Williams regarding the status of negotiations, Mr. Koenig stated that Calpine has provided the City prices that have not met expectations. He felt confident that Calpine understands the City's position.

Mr. Blakeman stated that during the past few months, there has been information indicating that capacity value is declining over time. Responding, Mr. Koenig stated that the City is taking this into consideration when purchasing long-term capacity. He stated that TEA (The Energy Authority) is conducting all the financial modeling of the options and that the City is considering, in the purchase profile, what capacity is worth in the out years. Mr. Koenig assured members that all issues are taken into consideration when making a decision. He advised members that the concern is that there is no way to predict an exact amount. However, he felt confident that enough information has been obtained to make a decision.

Mrs. Williams questioned the City's ability to include contingencies to assist the City with any cost issues. Responding, Mr. Koenig stated that the City has the ability, as a service provider for utilities, to adjust some of the input costs if the City is not able to get a desired purchase price.

By unanimous consent, the meeting adjourned at 5:27 p.m.

Adam M. Perza
Acting Chair

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LEGISLATIVE, FINANCE, AND ADMINISTRATION COMMITTEE

The Legislative, Finance, and Administration Committee meeting was held on August 11, 2014, at 6:07 p.m. with Chairman Slavin presiding. Members present were Mr. Anderson, Mr. Hare (arrived at 6:08 p.m.), Mr. Shevock, and Mr. Sudler. Members of Council present were Mr. Dixon (arrived at 6:08 p.m.), Mrs. Williams (arrived at 6:08 p.m.), Mr. Hutchison, and Council President Bonar (departed at 6:49 p.m.). Mayor Christiansen was also present (arrived at 6:08 p.m., departed at 6:36 p.m., returned at 6:40 p.m.).

AGENDA ADDITIONS/DELETIONS

Mr. Sudler moved for approval of the agenda as presented, seconded by Mr. Shevock and unanimously carried.

Proposed Financial Reforms - Compensation Policies

Mr. Slavin stated that a tentative American Federation of State, County and Municipal Employees (AFSCME) contract had been presented to City Council for their consideration. Noting that he did not want the proposed compensation policies to interfere with the process, he requested that this matter be deferred until the contract negotiations have concluded.

Mr. Slavin moved to defer the discussion regarding the Proposed Financial Reforms - Compensation Policies, seconded by Mr. Anderson and unanimously carried.

Automatic Escalator for Building-Related Permit Fees *(Request of Councilman Anderson)*

Mr. Anderson reminded members that there have been recent discussions regarding increasing building permit fees and suggested that staff be directed to consider implementing a COLA every two (2) years. He explained his desire to look forward rather than backwards and his concerns with massive "catch ups" and their effect on the local economy and economic development. Rather than considering such increases whenever presented, he requested that staff look into the feasibility of making such adjustments every couple of years in accordance with the Consumer Price Index (CPI).

Mrs. Townshend reminded members that the business license fees were presented in 2010 with a proposal to institute an annual (or bi-annual) escalator. At that time, City Council chose to approve only a one-time increase. She indicated that the business community expressed much concern regarding the proposal for an automatic increase in the business license fees. Mrs. Townshend advised members that, due to the manner in which building permits are issued, there is already somewhat of an automatic escalator since the value of the permit is based on the value of the construction; therefore, by virtue of prices increasing, which affects the construction value, she stated that it would result in an increase in the permit fees.

Mrs. Townshend advised members that she spoke with the business community regarding the possibility of adjusting the City's plumbing, mechanical, and sign permits to be valued the same way as building permits. For those types of permits, the fees would be tied to the costs of construction rather than the CPI. Regarding business licenses, she stated that it has always been a point of contention for the business community.

Mr. Anderson moved to recommend that an automatic escalator for building-related permit fees be referred to staff with their full ability to revise in its entirety to develop recommendations based upon its intent. The motion was seconded by Mr. Sudler and unanimously carried.

Responding to Mrs. Townshend, Mr. Anderson stated that although there is no rush for its completion, he would expect a recommendation to be presented for consideration by the current City Council.

Proposed Ordinance - #2014-19 Amending Chapter 98 - Streets, Sidewalks, Storm Sewers and Other Public Places, Article I - In General, Section 98-5 - Duty of Tenants or Owners to Maintain Sidewalks and Landscaped Areas Within the Street Right-of-Way and Appendix F - Fees and Fines

Members were provided Proposed Ordinance - #2014-19 Amending Chapter 98 - Streets, Sidewalks, Storm Sewers and Other Public Places, Article I - In General, Section 98-5 - Duty of Tenants or Owners to Maintain Sidewalks and Landscaped Areas Within the Street Right-of-Way and Appendix F - Fees and Fines of the Dover Code.

Mrs. Ann Marie Townshend advised members that the proposed amendment would prohibit the blowing, sweeping or otherwise discharging of grass clippings to streets, sidewalks, storm drains, and water courses. She stated that in a recent Notice of Violation from DNREC regarding the City's Municipal Separate Storm Sewer System (MS4), the City was cited for grass clippings discharged to the street in the area surrounding the Wesley College fields. She advised members that currently, there are no ordinances that prohibit such discharges. Mrs. Townshend stated that grass clippings blown or swept into the street wash into storm drains and, ultimately, into water bodies such as Silver Lake and the St. Jones River, which hamper water quality because of the added nutrients. In addition, she stated that matted grass clippings blown onto streets diminish neighborhood appearance. The proposed ordinance would assist the City in compliance with MS4 requirements and provide an additional tool in the improvement of our neighborhoods.

Responding to Mr. Shevock, Mrs. Townshend stated that the City Code already prohibits such items from being placed in the street more than the evening prior to trash pickup, explaining that there are certain times during the year the City requests leaves to be brought to the curb to allow the leaf vac to pick them up. She indicated that these items are currently addressed in the Solid Waste section of the Dover Code and would not be affected by the proposed amendment. Mrs. Townshend stated that the blowing of grass into the street is not currently addressed in the Dover Code.

Mrs. Townshend felt confident that if adopted, the City would take action against larger violations and not just those that may have a small amount of grass clippings.

In response to Mayor Christiansen, Mrs. Townshend stated that the manner in which the proposed ordinance is written, the responsibility lies with the tenant or owner of the property; however, she felt confident that if an individual is fined due to the actions of their contractor, they would make sure that such behavior is corrected quickly.

Mr. Slavin relayed his concern that the State Government has an employee who patrols and fines individuals who put grass clippings in the gutter and then cites the City, particularly when that department can take a substantial amount of time processing items needing to be completed. Understanding its importance, he felt that there is an opportunity to explain why individuals should not allow grass clippings into the storm drains. He suggested that the City utilize the media for a positive campaign and questioned the possibility of obtaining grant money for conducting a positive outreach campaign regarding this issue. Responding, Mrs. Townshend suggested that there may be grant monies available through DNREC.

Staff recommended that Proposed Ordinance #2014-19 be forwarded to City Council and scheduled for First Reading on August 25, 2014 and that a Public Hearing and Final Reading be set before City Council on September 8, 2014, at 7:30 p.m.

Mr. Hare moved for approval of staff's recommendation, seconded by Mr. Shevock.

Mr. Anderson relayed his objections to the proposed amendments, explaining his feeling that it would not be enforceable and that it is an overarching and overreaching of government at all levels.

The motion to approve staff's recommendation was carried with Mr. Anderson voting no.

Proposed Ordinance #2014-20 Amending Appendix B - Zoning, Article 10, Section 2 - Site Development Plan Approval

Staff submitted Proposed Ordinance #2014-20 that would amend Appendix B - Zoning, Article 10, Section 2 - Site Plan Development Approval. Mrs. Ann Marie Townshend, Director of Planning and Community Development, reminded members that on July 14, 2014, City Council adopted Ordinance #2014-08, which rewrote the commercial and office zones within the Zoning Ordinance and streamlined processes for zoning administration. One change that helped to streamline processes allows for an existing building expansion up to 15% to be reviewed administratively. In drafting the language, staff did not develop similar language for expansion of impervious cover, although that was the intent. Mrs. Townshend stated that the proposed amendment would correct this omission and allow for an increase of impervious cover up to 15% on a site to be reviewed administratively.

Mrs. Townshend stated that this oversight was discovered after a meeting was held with representatives of Playtex regarding a potential expansion. The proposed ordinance would clarify that site plans which include an increase in impervious cover of 15% and more than 5,000 square feet require Planning Commission review. Under the current language, any site plan proposing an increase of impervious cover of 5,000 square feet or greater is subject to Planning Commission review. Mrs. Townshend assured members that those site plans that include an increase of 15% would be subject to an administrative review and that, although they would not be under the realm of the Planning Commission, it would not affect any Dover Code requirements or any review and requirements of DelDOT, Kent Conservation District, etc.

Mr. Hare moved for approval of staff's recommendation, seconded by Mr. Anderson and unanimously carried.

Update - Economic Development

Mr. William Neaton, Director of Economic Development, advised members that his office, on a semi-annual basis, contacts the City's large employers to obtain details regarding their job retention, growth, and shrinkage. This contact is also done in an effort to maintain contact with them to determine if the City could assist in retaining and/or increasing jobs. He explained that, for economic development, job retention is as important as locating a new employer to bring new jobs. Mr. Neaton reviewed the semi-annual report of employment statistics on the City's top employers since July 2013, including December 2013 and July 2014, which he stated was provided to the Parks, Recreation, and Community Enhancement Committee earlier in the day.

Mr. Neaton noted that Bayhealth continues to maintain growth both financially and with employees. He advised members that Bayhealth is currently expanding by building a fourth floor on the existing hospital and that the design of the building allows for Bayhealth to expand to ten (10) stories. Mr. Neaton noted that the third floor that has been serving as a shell space will be used for services and house 36 new beds. He noted that Bayhealth also plans to expand their facility in Milford by eliminating the existing hospital and build in its place a vertical hospital. Construction is anticipated to begin in 2015.

Mr. Neaton advised members that Energizer recently announced that they are closing their plant in Montreal Canada, which has approximately 400 employees, and will be moving those product lines to Dover. He stated that this move will provide approximately 225 - 250 jobs over the next few years. Mr. Neaton stated that Staff has been meeting with representatives of Energizer, as well as the Delaware Economic Development Office, DelDOT, and Kent Conservation District to help streamline this process. He stated that Energizer had planned to export some of their jobs to a plant located in another City and that he and representatives of the Delaware Economic Development Office met with the Vice-President of Energizer in an attempt to retain these jobs in Dover.

Mr. Neaton stated that he, along with the City Manager, met with representative of Kraft Foods in an effort to provide assistance regarding concerns with their electric yard and the need for new transformers.

Mr. Neaton noted that during the past several months, he has taken Congressman Carney to some of the plants in Dover such as Proctor and Gamble and Hirsh Industries. He advised members that last year, Hirsh Industries manufactured almost 1M filing cabinets. Mr. Neaton stated that Congressman Carney was in awe of the real manufacturing jobs that are in the City of Dover.

Mr. Neaton stated that Kent County hosts a Plant Manager's Meeting every two (2) months, which gives the Plant Managers the opportunity to meet on a regular basis and discuss issues and develop solutions in which the City of Dover plays an important role.

Referring to the Garrison Oak Technology Park, Mr. Neaton stated that the site serves as the host of the Garrison Energy Center, the Solar Park, and Uzin Utz. He stated that the Solar Park has been completed for several years and the Garrison Energy Center is moving at a brisk pace. Mr. Neaton noted that they are required to sell energy into the grid by next year and that they hope to be producing power in the spring. Mr. Neaton advised members that the ground breaking for Uzin Utz has taken place, they have laid the foundation for their mixing tower, and that this project is on schedule. He assured members that the City continues to move forward with the infrastructure and that he has made commitments that all infrastructure will be completed before these companies require their use. Regarding the infrastructure, Mr. Neaton indicated that the two (2) retention ponds have been completed, work on the sewer continues, and that the 16 inch gas line has been completed and is currently being tested. He felt confident that the City will have a very saleable property once the infrastructure has been completed.

Mr. Neaton advised members that the downtown area is a vital economic area for the City, noting that there are approximately 90 businesses. He reminded members that EZ Pass opened after the first of the year with 85 employees. Mr. Neaton stated that he has conversations with their Manager and has been assured that they are pleased with their new location downtown and that their parking concerns have been resolved.

Mr. Neaton stated that Family Dollar is locating on Loockerman Street and there are two (2) different restaurants considering locating in the former Loockerman Exchange sometime in the Fall.

Mr. Neaton advised members that the Farmers Market has been a roaring success and, as a result, the vendors have requested that the Market be extended to October. He credited the City's volunteer Market Manager who put in numerous hours to ensure the Market's success.

At the request of Mr. Anderson, Mr. Neaton provided an update on the empty retail spaces. Referring to the former Metro building, he stated that, based on information provided by R&R Commercial Realty, the property was recently sold or is currently under contract for purchase. He stated that there are two (2) tenants that will be utilizing the former Dover Litho building and that he has issued an incentive package for Uno's Restaurant, noting that the building is currently being remodeled and that new tenants are being actively sought. Regarding the status of the former Walmart, Mr. Neaton stated that the site plan is no longer in effect, having expired a few months prior. Mrs. Townshend indicated that it will now be necessary for them to go before the Planning Commission for the renewal of the site plan. Mr. Neaton noted that although they lost a couple of tenants last year, they are actively seeking additional tenants and that they still have the tenant that plans to build a restaurant on the pad site. He stated that the building is owned by the Onyx Group and that they are actively pursuing new tenants.

Responding to Mr. Hare, Mr. Neaton stated that incentive packages are different depending upon location. He noted that there could be abatement of taxes, and that, based on size of the renovation, square footage, and dollar amount, there could be an abatement of a portion of impact and permit fees. He assured members that all such abatements were approved by City Council.

Mr. Hare questioned what businesses indicate are necessary to remain in the City. Responding, Mr. Neaton stated that based on his discussions with the various businesses, most request that the City make it as easy as possible for them to do business, which he feels the City accomplishes by listening and responding to concerns and requests of the businesses and that the City is quick in resolving issues. Having worked with DEMEC on the Demand Response Program for different plants, Mr. Neaton stated that Hirsh Industry recently completed a survey and indicated a concern about utility rates, however, he has not been provided the results of the survey.

Referring to those companies that have elected not to locate to Dover, Mr. Neaton stated that in a recent instance, the business needed a place to do business (at the Garrison Oak Technology Park) sooner than the City could provide it. This has been the only major concern that large perspective businesses have had about coming to Dover, although he felt that utility rates have been a concern throughout the State. Mr. Neaton assured members that job training, job availability, employee availability, etc. has never been an issue for a company to locate to Dover.

Responding to Mr. Hare, Mr. Neaton stated his understanding that the City established the asking price for property at the Garrison Oak Technology Park at $35,000 per acre. Although the City Manager may have authority to approve a price reduction, any further reduction of cost would require Council's approval.

Council President Bonar noted that there is a large parcel located at the corner of State and Water Streets that has been constructed and has not been occupied. He questioned the status of the property and whether there are plans or if there are issues with the City that need to be resolved. Council President Bonar requested staff to determine what action is necessary to encourage tenants. Responding, Mr. Neaton stated that he meets with Mr. Charlie Rodriguez once each month and that, based on his discussions, he thought there was a potential tenant for that building. He assured members that he will get an answer to these questions and provide a written response.

Council President Bonar relayed appreciation for the work done by staff at the Garrison Oak Technical Park. He felt confident that there would be an additional tenant at the site within the next three (3) to six (6) months. Mr. Bonar reiterated that the City of Dover is open for business and thanked the Mayor for his work in this regard. He encouraged all economic development possible for the City and thanked Mr. Neaton for his efforts and interest in the Garrison Oak Technical Park.

Responding to Mr. Anderson, Mr. Neaton stated that there has been no further information regarding the relocation of the Greyhound Station other than, initially, they were going to move to the transit center when construction of a 3-story, 30,000 square foot building was proposed.

Mayor Christiansen thanked Council President Bonar for his comments regarding the efforts made for economic development in the City and assured members that they will continue to forge ahead to bring jobs to Dover, maintain jobs in Dover, etc. He reiterated that the City of Dover is open for business.

No further action was taken by the Committee.

Update - Certified Local Government Application

Mr. Slavin stated that prior to the meeting, he had a conversation with Mrs. Ann Marie Townshend, Director of Planning and Community Development, regarding the City's desire to be a part of the Certified Local Government Program. He stated that due to various issues, the completion of the Certified Local Government Application has been delayed and that staff has indicated that it will be completed by December 31, 2014.

Mrs. Townshend confirmed that it is staff's goal to have the application completed by December 31, 2014; however, she reminded members that there are other major projects required of staff, including the Downtown Development District Project, the Outdoor Recreation Needs Assessment, issues involving the new Dover High School, restoring Central Dover, and working with Playtex.

Mr. Slavin noted that in 2008, when the City published the Comprehensive Plan, there was a comment written indicating that the application would be completed. Since this issue has been before City Council for approximately one (1) year, he felt that staff should be able to have the application completed by December 31, 2014.

Mr. Slavin moved to recommend that staff be directed to have the application completed by December 31, 2014, seconded by Mr. Hare.

Mrs. Townshend noted that it will be necessary for City Council to prioritize projects, explaining that there is a finite amount of staff hours in any given week and that she had previously mentioned very high priority projects that absolutely must be completed this year. Therefore, she respectfully requested that City Council keep in mind that when a deadline is given, it is in context of many other deadlines put on staff.

Responding to Mr. Hare, Mrs. Townshend stated that the application will require staff to put together resumes from Historic District Commission members, response to several questions, etc., explaining that it will require a substantial amount of focus time from staff and, as such, will require an individual staff member to be assigned and dedicated to this project.

Mr. Slavin offered to provide assistance in completing this application.

Mr. Hutchison stated his understanding of the demands of staff due to there being several projects requiring completion. He agreed that City Council should set priorities and that, in fairness, members need to understand staff's dilemma and urgency for the completion of the new Dover High School and the time required of staff for having this accomplished.

Mayor Christiansen also offered to assist staff in conducting research or whatever other action may be required to have this application completed and submitted.

The motion recommending that staff be directed to have the application completed by December 31, 2014 was carried with Mr. Anderson voting no.

By unanimous consent, the meeting adjourned at 6:54 p.m.

Timothy A. Slavin
Chairman

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ACTION FORM

PROCEEDING: City Council	**AGENDA ITEM NO.:**
DEPARTMENT OF ORIGIN: Public Works	**DATE SUBMITTED**: 08-15-2014
PREPARED BY: Sharon Duca, P.E., Public Works Director	
SUBJECT: White Oak Farms Basin #5 Inflow and Infiltration Replacement (Buck Drive)	
REFERENCE: CIP – Inflow & Infiltration Sanitary Sewer Rehabilitation Project	
RELATED PROJECT: N/A	
APPROVALS: City Manager, Controller	
EXHIBITS: Attachment A – Aerial Map	
EXPENDITURE REQUIRED: $378,378.00	**AMOUNT BUDGETED**: $342,000 from FY-2014 (Project # II1404)
FUNDING SOURCE (Dept./Page in CIP & Budget): Department of Public Works – FY-2015 Inflow/Infiltration Removal Original Budget: $917,400. Account Number: 417.6900-569.40.31. Of the $917,400 in FY-2015, $143,100 has already been committed to other projects; therefore, upon completion of this project ($378,378 - $342,000 = $36,378), the estimated remaining balance of FY-2015 funding for Inflow/Infiltration will be $737,922.	
TIME TABLE: Notice to Proceed to be issued within 30 days of Council approval. Substantial completion to be achieved within 60 calendar days of notice to proceed.	
RECOMMENDED ACTION: Award a unit price contract, based upon Bid #14-0049PW for the White Oak Farms Basin #5 Inflow and Infiltration Replacement Project (Buck Drive) to Teal Construction, Inc. The work will be accomplished on Buck Drive.	

BACKGROUND AND ANALYSIS

The FY 14/15 Budget for the Department of Public Works Wastewater Management Division includes the Inflow / Infiltration Removal capital project to correct areas in the sanitary sewer collection system that are deteriorating and allowing groundwater to enter the sanitary sewer system through cracked pipes and/or through poorly sealed joints. Eliminating infiltration into the City's sanitary sewer mains will result in reduced pumping and treatment costs. Issues identified within the wastewater system are to be addressed through the Inflow / Infiltration CIP.

During FY 13/14, a Sanitary Sewer Inflow & Infiltration evaluation was conducted by staff on Buck Drive inside the White Oak Farms Development. This area was identified by staff to be examined due to the high level of groundwater identified entering the system as well as the level of deterioration of pipes in this part of the system. It was recommended that approximately 1,300 linear feet of sewer and six (6) manholes be removed and replaced. The bid package was advertised by the City's Contract and Procurement Manager under Bid #14-0049PW and was opened on August 6, 2014. The following two (2) contractors submitted bids for the proposed project.

CONTRACTOR	LOCATION	AMOUNT OF BID
Reybold Construction Group	Bear, DE	$530,584.00
Teal Construction, Inc.	**Dover, DE**	**$378,378.00**

City staff reviewed the Teal Construction, Inc. bid package and found it free of math errors and/or discrepancies. In addition, staff has reviewed the contractor's qualification information which included a list of recently completed projects similar in material scope to the sanitary sewer replacement project and found all information to be adequate. The lowest bid represents fair market value; and their qualifications are in accordance with the requirements of this project.

ATTACHMENT A

White Oak Farms Basin #5
Inflow & Infiltration Replacement (Buck Drive)



0 200 400 Feet

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Department: Public Works GIS
City of Dover, Delaware

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Legend

Buck Drive

Dover Parcels

ACTION FORM

PROCEEDING: Council	**AGENDA ITEM NO.:**
DEPARTMENT OF ORIGIN: Public Works – Facilities	**DATE SUBMITTED**: 08-15-2014
PREPARED BY: Sharon Duca, P.E., Public Works Director/City Engineer	
SUBJECT: Acceptance of Proposal – Heating, Ventilation and Air Conditioning (HVAC) Control Systems for Dover Public Library	
REFERENCE: N/A	
RELATED PROJECT: N/A	
APPROVALS: City Manager, Controller	
EXHIBITS: Proposal and Sole Vendor Information from Johnson Controls, Inc.	
EXPENDITURE REQUIRED: $32,763.50* over three (3) fiscal years **AMOUNT BUDGETED**: $0 for this specific service in the current fiscal year. The City Manager will transfer funds from other general fund divisions or accounts to cover this expense for FY-2015. Those funds have not been determined as of this date.	
FUNDING SOURCE (Dept./Page in CIP & Budget): Library, Operational Budget, Account No.: 110-1500-523.30-31. * = Costs to be divided as follows: Fiscal Year 2015 = $17,640, Fiscal Year 2016 = $7,450, Fiscal Year 2017 = $7,673.50. FY-2016 & FY-2017 will be budgeted accordingly.	
TIME TABLE: Public Works Director will execute proposal and provide a notice to proceed within ten (10) days of Council approval.	
RECOMMENDED ACTION: Staff recommends awarding the Planned Service Contract for the HVAC Control Systems for the Dover Public Library to the sole vendor, Johnson Controls, Inc., for a three (3) year amount of $32,763.50.	

BACKGROUND AND ANALYSIS

The purpose of this operational level program is to provide planned preventative maintenance services to the Control Systems of the City of Dover Public Library's HVAC system. For the first year of the contract, preventative maintenance service visits will occur on a monthly basis. For subsequent years, preventative maintenance service visits will occur quarterly. Each year a control system software subscription is included.

It is recommended that this three (3) year contract for planned services to the HVAC Control Systems for the Dover Public Library be awarded to Johnson Controls, Inc. This is due to the fact that Johnson Controls is the original equipment manufacturer and therefore can be the only provider to make the necessary upgrade to subscriptions which are proprietary to Johnson Controls and the Metasys product brand.

The contract is necessary to guarantee the efficient operation of the HVAC system as well as the building. Currently, the system is operating outside of the design parameters due to a lack of preventative maintenance on the system. The City Manager will transfer funds from other operating divisions and/or funds to cover this unbudgeted expense in FY-2015.

Planned Service

CUSTOMER CITY OF DOVER; DOVER PUBLIC LIBRARY
LOCAL JOHNSON CONTROLS OFFICE 812 FIRST STATE BOULEVARD WILMINGTON DE 19804
DATE 8/7/2014



Partnering with you to deliver value-driven solutions

A Planned Service Agreement with Johnson Controls provides you with a customized service strategy designed around the needs of your facility. Our approach features a combination of scheduled, predictive and preventative maintenance services that focus on your goals.

As your building technology services partner, Johnson Controls delivers an unmatched service experience delivered by factory-trained, highly skilled technicians who optimize operations of the buildings we work with, creating productive and safe environments for the people within.

By integrating our service expertise with innovative processes and technologies, our value-driven planned service solutions deliver sustainable results, minimize equipment downtime and maximize occupant comfort.

YORK BY JOHNSON CONTROLS

METASYS BY JOHNSON CONTROLS

Johnson Controls

Executive Summary

PLANNED SERVICE PROPOSAL FOR DOVER PUBLIC LIBRARY

We value and appreciate your interest in Johnson Controls as a service provider for your building systems and are pleased to provide a value-driven maintenance solution for your facility. The enclosed proposal outlines the Planned Service Agreement we have developed on your facility.

Details are included in the Planned Service Agreement summary (Schedule A), but highlights are as follows:

- In this proposal we are offering a service agreement for 3 - Years
  Starting 8/18/2014 and ending 8/17/2017.
- The agreement price for the first year is $17,640; see Schedule A, Supplemental Price and Payment Terms for pricing breakdown.
- The agreement price for year two is $7,450; subsequent years are subject to a 3% escalation. See Schedule A, Supplemental Price and Payment Terms for pricing breakdown.

As a manufacturer of both mechanical and controls systems, Johnson Controls has the expertise and resources to provide proper maintenance and repair services for your facility.

Again, thank you for your interest in Johnson Controls and we look forward to becoming your building technology services partner.

Please contact me if you have any questions.

Sincerely,

Frank P Nicosia
Account Executive
Johnson Controls, Inc.
812 First State Blvd.
Wilmington, DE.
856 296 4459

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Benefits of Planned Service

A Planned Service Agreement with Johnson Controls will allow you to optimize your building's facility performance, providing dependability, sustainability and energy efficiency. You'll get a value-driven solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.



With this Planned Service Agreement, Johnson Controls can help you achieve the following five objectives:

1. **Identify Energy Savings Opportunities**
   Since HVAC equipment accounts for a major portion of a building's energy usage, keeping your system performing at optimum levels may lead to a significant reduction in energy costs.

2. **Reduce Future Repair Costs**
   Routine maintenance may maximize the life of your equipment and may reduce equipment breakdowns.

3. **Extend Asset Life**
   Through proactive, factory-recommended maintenance, the life of your HVAC assets may be extended, maximizing the return on your investment.

4. **Ensure Productive Environments**
   Whether creating a comfortable place where employees can be productive or controlling a space to meet specialized needs, maintenance can help you achieve an optimal environment for the work that is being accomplished

5. **Promote Environmental Health and Safety**
   When proper indoor conditions and plant requirements are maintained, business outcomes may be improved by minimizing sick leave, reducing accidents, minimizing greenhouse gas emissions and managing refrigerant requirements.

All of the services we perform on your equipment are aligned with "The 5 Values of Planned Maintenance" and our technicians understand how the work they perform can help you accomplish your business objectives.

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Personalized Account Management

A Planned Service Agreement also provides you with the support of an entire team that knows your site and can closely work with you on budget planning and asset management. Your local Johnson Controls account management team can help guide planned replacement, energy retrofits and other building improvement projects. You'll have peace of mind that an entire team of skilled professionals will be looking out for what is best for your facility and budget.

A Culture of Safety

Johnson Controls technicians take safety seriously and personally, and integrate it into everything they do. All of our technicians participate in regular and thorough safety training. Because of their personal commitment, we are a leader in the HVAC service industry for workplace safety performance. This means that you do not have to worry about us when we are on your site.



Commitment to Customer Satisfaction

Throughout the term of your Planned Service Agreement, we will periodically survey you and use your feedback to continue to make improvements to our service processes and products. Our goal is to deliver the most consistent and complete service experience possible. To meet this goal, we've developed and implemented standards and procedures to ensure you receive the ultimate service experience – every time.

Energy & Sustainability

A more sustainable world one building at a time – Johnson Controls is a company that started more than 125 years ago with a product that reduced energy use in buildings. We've been saving energy for customers ever since. Today, Johnson Controls is a global leader in creating smart environments where people live, work and play, helping to create a more comfortable, safe and sustainable world.

The Value of Integrity



Johnson Controls has a long, proud history of integrity. We do what we say we will do and stand behind our commitments. Our good reputation builds trust and loyalty. In recognition for our commitment to ethics across our global operations, we are honored to be named one of the World's Most Ethical Companies by Ethisphere Institute, a leading think tank dedicated to business ethics and corporate social responsibility. In addition, *Corporate Responsibility Magazine* recognizes Johnson Controls as one of the top companies in its annual "100 Best Corporate Citizens" list.

Service Plan Methodology

As part of the delivery of this Planned Service Agreement, Johnson Controls will dedicate a local customer service agent responsible for having a clear understanding of the agreement scope, and your facility procedures and protocols.

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A high-level overview around our service delivery process is outlined below including scheduling, emergency service, on-site paperwork, communication and performing repairs outside of the agreement scope.

Scheduling

Preventative maintenance service will be scheduled using our automated service management system. In advance of the scheduled service visit, our technician is sent a notice of service to a smartphone. Once the technician acknowledges the request, your customer service agent will call or e-mail your on-site contact to let you know the start date and type of service scheduled.

The technician checks in, wears personal protective equipment, performs the task(s) as assigned, checks out with you and asks for a screen capture signature on the smartphone device. A work order is then e-mailed, faxed or printed for your records.

Emergency Services

Emergency service can be provided 7 days a week, 24 hours a day, 365 days a year. During normal business hours, emergency service will be coordinated by the customer service agent. After hours, weekends and holidays, the emergency service number transfers to the Johnson Controls after-hours call center and on-call technicians are dispatched as needed.

Johnson Controls is committed to dispatching a technician within hours of receiving your call through the service line. A work order is e-mailed, faxed or printed for your records. Depending on the terms of your agreement, you may incur charges for after hour services.

Communication

A detailed communication plan will be provided to you so you know how often we will provide information to you regarding your Planned Service Agreement. The communication plan will also provide you with your main contacts at Johnson Controls.

Approval Process for Non-Covered Items

Johnson Controls will adhere to your procurement process. No work will be performed outside of the agreement scope without prior approval. Johnson Controls will work with you closely to ensure your procurement process is followed before any non-covered item work is started.

Summary of Services and Options

Comprehensive and Operational Inspections

During comprehensive and operational inspections, Johnson Controls will perform routine checks of the equipment for common issues caused by normal wear and tear on the equipment. Additional tests can be run to confirm the equipment's performance.

Routine maintenance, such as lubrication, cleaning and tightening connections, can be performed depending on the type of equipment being serviced. Routine maintenance is one of the keys to the five values of maintenance – it can help identify energy saving opportunities, reduce future repair costs, extend asset life, ensure productive environments, and promote health and safety.

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Summary

Thank you for considering Johnson Controls as your building technology services partner. The following agreement document includes all the details surrounding your Planned Service Agreement.

With planned service from Johnson Controls, you'll get a value-driven solution that can help optimize your building controls and equipment performance, providing dependability, sustainability and energy efficiency. You'll get a solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

We'll be your building technology services partner

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Planned Service Agreement

Customer Name: City of Dover; Dover Public Library
Address: 35 Loockerman Plaza Dover, DE 19901
Proposal Date: 8/8/2014

Scope of Service

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

Term / Automatic Renewal

This Agreement takes effect on 8/18/2014 and will continue until 8/17/2017 ("Original Term"). The Agreement will automatically renew on a year-to-year basis after the Original Term ends unless the Customer or JCI gives the other written notice it does not want to renew. The notice must be delivered at least forty-five (45) days prior to the end of the Original Term or of any renewal period. The Original Term and any renewal periods are sometimes collectively referred to in this Agreement as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

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Price and Payment Terms

The total Contract Price for JCI's Services during the 1st year of the original Term is $17,640. This amount will be paid to JCI in quarterly installments. Pricing for each subsequent year of a multiyear original term is set forth in the Supplemental Price and Payment Terms and is subject to a 3% annual increase. All payments will be due and payable within 30 days of the invoice date and such timely payment by Customer shall be a condition precedent to JCI's obligation to perform its Services. A penalty of one and a half percent (1.5%) of the amount due per month shall accrue for payments received after the payment due date. Renewal price adjustments are set forth in the Terms and Conditions.

Invoices will be sent to the following location:

City of Dover
35 Loockerman Plaza
Dover, DE 19901

This proposal is valid for thirty days from the proposal date.

JOHNSON CONTROLS Inc.	
By: Frank P Nicosia	**By: Sharon Duca**
Signature:	**Signature:**
Title: Account Executive **Date:**	**Title: Public Works Director** **Date:**
Signature:	**Customer PO#:**
Title: **Date:**	

JCI Branch: **Wilmington DE Service - 260**
Address: **812 First State Boulevard**
Wilmington DE 19804
Branch Phone: **(302) 996-0418**

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Schedule A

Service List

Site			**Address**				
DOVER PUBLIC LIBRARY			35 LOOCKERMAN STREET DOVER DE 19901				
Qty	**Description**	**Services Provided**	**# Per Year**	**Coverage Type**	**Extended Coverage**		
1	Year 1 MONTHLY VISITS	Preventive Maintenance	12	Basic			
1	Block Hours - Controls	8 hrs/Visit		Basic			
1	Metasys Site Subscription Service						
1	Years 2 & 3 QUARTERLY VISITS	Preventive Maintenance	4	Basic			
1	Metasys Site Subscription Service						
1	Block Hours - Controls	8 hrs/Visit		Basic			

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Supplemental Price & Payment Terms (Applies to Multi-Year Contracts Only)

Year	Total Annual Dollar Amount	Payment Frequency
Year1	$17,640.00	Quarterly
Year2	$7,450	Quarterly
Year3	$7,673.50	Quarterly

Special Additions & Exceptions

Site Subscription Services

Site subscription services ensure that the subscriber receives every minor and major Metasys release upgrade for each year of service with a site subscription. The upgrade software on media or disks is automatically sent to the customer when the next release is available. A newly placed 1-year subscription service order is active for 1 year from the day that the subscriber is billed for the service. The subscriber does not receive any software until the next Metasys release (major or minor) is available for shipping. When the next release is shipped, subscription service orders are automatically processed and shipped to the address provided by the subscriber.

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Planned Service Agreement Specifications
Metasys Building Automation Systems

A. Building Automation Systems

a. Work will be performed by Johnson Controls factory-trained and factory-employed service technicians.
b. On each service visit, Johnson Controls Technician will check with customer for operational deficiencies to be addressed during the visit.

Software Updates

a. Johnson Controls shall provide software updates for each year of service for: Extended Application and Data Service (ADX) – 10 users and all associated NxEs

b. This service shall include installation and software licenses for every minor and major release upgrade for each year from the day the service is billed.

Preventative Maintenance Block Hours will be provided to perform the following work as time permits. The Planned Service Agreement includes a customer selected interval (Quarterly, Monthly, or Weekly) of one (1) eight (8) hour day with a Johnson Controls Service Technician on-site at Dover Library. It is not the intent of this proposal to check every controller, control device, and building automation system component every visit. The Johnson Controls Technician will start by checking with the customer for operational deficiencies to be addressed during the visit. After these are addressed the following work will be performed as time permits.

Supervisory Controllers

ADX-10 (IP=192.168.32.10, SN=255.255.255.0)

NAE-5510 (IP=192.168.32.11, SN=255.255.255.0)

NCE-2560 (IP=192.168.32.12, SN=255.255.255.0)

a. Johnson Controls shall perform operational inspections including the following activities:
    i. Verify operation of CPU and case fans
    ii. Identification and notification to customer of abnormal supervisory device communications and abnormal diagnostic results (e.g. unbound references, object count)
    iii. Upload of all supervisory controllers and OWS/server devices
    iv. Archiving object database for Metasys system
    v. Ensure security database is consistent across devices and that default passwords have been changed
    vi. Back up of all server repository databases (e.g. trends, alarms, etc.)
b. Johnson Controls shall perform the following additional services:
    i. Verification of standard graphic data points to system summaries.
    ii. Custom reporting verification and management for reports
    iii. Verification of user view data points.

Field Equipment Controllers

Dual Temperature Water System, Air Handling Units, Energy Recovery Units, Fan Powered Boxes with Reheat– NCE-2560, FEC-1611, FEC-2611, VMA-1620, IOM-4711

a. Johnson Controls shall perform operational inspections including the following activities:
    i. Check for overall condition of panel and visual inspection of unit and surrounding area

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ii. VAV controllers only: Run VAV box flow test
iii. Verification that the unit is controlling to set points
iv. Identification and customer notification of abnormal point communications, current overrides (e.g. out of service), and current alarms and any negative impacts of these conditions

b. Johnson Controls shall perform one (1) annual comprehensive inspection including the following activities
   i. Creation of local back up of existing program and storage on on-site computer and on-site media
   ii. Verification that units are controlling to set points
   iii. Identification and customer notification of abnormal point communications, current overrides (e.g. out of service), and current alarms and any negative impacts of these conditions
   iv. Controllers:
      1. Field calibration of critical sensors (as sensor type and controller options allow)
      2. Visual validation of system outputs from the field controller
      3. Validation of controls safety circuit and alarm verification
      4. Tighten electrical connections
   v. For central plant controllers only: Verification of equipment lead lag and failure switch over operation

Consultative Services

i. On an annual basis, the Johnson Controls shall provide consultative support services to review and provide recommendations and enhancements to the system, which may include:
   a. Review of critical programming loops and adjustments as necessary
   b. Adjustments to improve building system operation, reduce energy consumption and/or improve environmental control
   c. Implementation or enhancement of functionality in the system

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TERMS AND CONDITIONS

DEFINITIONS

CONNECTED SERVICES – Provided that Customer's Covered Equipment is capable of supporting Internet connected services, Customer may be eligible for additional services equipment which allows JCI to access, monitor and trend equipment data remotely.
COVERED EQUIPMENT is the equipment as set forth in the attached Equipment List for which Services are to be provided under this Agreement.
EQUIPMENT FAILURE means the failure under normal and expected working conditions and operation of moving parts or electronic components that are part of the Covered Equipment.
SCHEDULED SERVICE VISITS are the on-site labor visits required to perform JCI recommended inspections and preventive maintenance on Covered Equipment.
SCHEDULED SERVICE MATERIALS are the materials required to perform Scheduled Service Visits on Covered Equipment, such as grease, lubricants and sprays, depending on the Covered Equipment.
REPAIR LABOR is the labor necessary to restore Covered Equipment to working condition following an Equipment Failure, but does not include services relating to total equipment replacement due to obsolescence or unavailability of parts.
REPAIR MATERIALS are the parts necessary to restore Covered Equipment to working condition following an Equipment Failure, but excludes total equipment replacement due to obsolescence or unavailability of parts. At JCI's option, Repair Materials may be new, used, or reconditioned.
SERVICES are the agreed upon work, materials, labor, service visits, repairs and the Scheduled Service Visits, Scheduled Service Materials, Repair Labor, and/or Repair Materials, as applicable, to be provided by JCI pursuant to and expressly defined the Agreement between parties.

SERVICE COVERAGE OPTIONS

BASIC COVERAGE means Scheduled Service Visits, plus Scheduled Service Materials if elsewhere noted in this Agreement, for Covered Equipment. No parts, equipment, Repair Labor or Repair Materials are provided for under BASIC COVERAGE.
PREMIUM COVERAGE means BASIC COVERAGE as well as Repair Labor, plus Repair Material if elsewhere noted in the Agreement for Covered Equipment.
EXTENDED SERVICE means service for repairs performed outside JCI's normal business hours (available either 24/5 or 24/7) and is available only if Customer has PREMIUM COVERAGE, as more fully described in Schedule A. The price for Extended Service, if chosen by Customer, is part of the total Contract Price.

If services are performed or materials, parts or equipment provided beyond the scope or time period covered by the Service Coverage option selected by Customer or the agreed upon Services, Customer agrees to pay JCI's standard fee and/or hourly rates for all additional services, materials, parts and/or equipment.

A. STANDARD OF CARE AND WARRANTIES

JCI warrants its Services will be provided in a good and workmanlike manner. Any Services not performed in a good and workmanlike manner will be re-performed by JCI provided Customer notifies JCI no later than one (1) calendar year from the date the Services were performed. If a part or equipment is installed as part of JCI's Services, JCI warrants that the installed part or equipment will be free from defects in workmanship and material until the end of the contract term or for one (1) year from the date on which JCI installs the part or equipment, whichever is earlier. Customer acknowledges that re-performance (repair or replace), as provided herein, shall be its exclusive and only remedy with regards to any warranty claim under this Agreement. In order to assert a warranty claim, Customer must provide written notice to JCI of its claim during the applicable warranty period. Any lawsuit based upon the warranty must be brought no later than one (1) year after the expiration of the applicable warranty period. This limitation is in lieu of any other applicable statute of limitations. Customer understands JCI is a provider of services under this Agreement and shall not be considered a merchant or a vendor of goods. **CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THESE WARRANTIES ARE THE SOLE WARRANTIES AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

B. EXCLUSIONS

JCI's Services and Warranty obligations do not include failures beyond JCI's reasonable control, including: (i) Acts of God, (ii) abuse or misuse of covered Equipment, (iii) alterations, adjustments, attachments, combinations, modifications, or repairs to Equipment not performed or provided by JCI, (iv) items caused by or related to equipment not covered by this Agreement, (v) operator error, (vi) use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer (including use with improper water treatment or contaminated water), and site-related problems, including power failures and fluctuations in electrical current (or "power surges") or failure to keep the site clean and free of dust, sand and other particles or debris, unless such conditions are previously expressly acknowledged by JCI in writing, (vii) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slats/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping,(viii) service calls resulting from the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather, (viiii) service calls required because JCI had previously been denied access to the covered Equipment, (ix) disposal of hazardous wastes, (x) replacement of obsolete parts.

C. CUSTOMER COMMITMENTS TO JCI

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1) The Customer warrants it has given JCI all information concerning the condition of the Covered Equipment.
2) The Customer agrees and warrants that, during the Term of this Agreement, the Customer will:
   (a) operate the Covered Equipment according to the manufacturer's and JCI's recommendations;

   (b) keep accurate and current work logs and information on the Covered Equipment as recommended by the manufacturer and JCI;

   (c) provide an adequate environment for Covered Equipment as recommended by the manufacturer and JCI, including, but not limited to adequate space, electrical power, water supply, air conditioning, and humidity control;

   (d) notify JCI immediately of any equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;

   (e) allow JCI to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that JCI can perform the Services required under this Agreement; and

   (f) as applicable, provide proper condenser and boiler water treatment, as necessary, for the proper functioning of Covered Equipment.

D. **INDEMNITY**

JCI and the Customer each agree to indemnify the other Party and their officers, agents, directors, and employees, from third party claims, demands or suits for bodily injury, including death, or tangible property damage resulting from the intentional misconduct or any negligent acts by their employees or agents. Customer expressly agrees JCI shall be responsible only for such injury or damage caused by the intentional misconduct or the negligent acts of JCI's employees or agents and JCI shall not be responsible for any injury or damage caused, or contributed to, in any manner by Customer or any third-party. The obligations of JCI and of the Customer under this paragraph are further subject to Paragraphs F and K below.

E. **LIMITATION OF LIABILITY**

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS OR THE LIKE) UNDER THIS AGREEMENT. JCI'S TOTAL LIABILITY TO CUSTOMER FOR DAMAGES, FOR ANY CAUSES WHATSOEVER, SHALL BE LIMITED TO $250,000.

F. **FORCE MAJEURE**

JCI shall not be responsible to the Customer for damage, loss, injury, or delay caused by conditions beyond JCI's reasonable control including: (a) acts of God, (b) acts of Government agencies, (c) strikes, (d) labor disputes, (e) fire, (f) explosions or other casualties, (g) thefts, (h) vandalism, (i) terrorism, riots or war, or (j) unavailability of parts, materials or supplies.

G. **PAYMENT OBLIGATION**

Customer shall pay all invoices when due in accordance with the payment terms provided for in the Agreement, and such payment is a condition precedent to Johnson Controls' obligation to provide products or perform services under the Agreement. In issuing any purchase order related to or arising out of this proposal and notwithstanding any language to the contrary therein, Customer acknowledges and agrees that any and all Johnson Controls invoices for an amount greater than $25,000 shall be paid via wire transfer, check or money order, and that Customer shall not make, nor will Johnson Controls accept, payment in excess of $25,000 in the form of a credit card, debit card, or other similar payment device.

H. **RESOLUTION OF DISPUTES**

If a dispute, claim, or other matter in question ("Dispute") related in any manner to this Agreement arises, the Parties shall promptly attempt in good faith to resolve such Dispute by negotiation. In the event the Dispute is unable to be resolved, either party shall have the right to initiate arbitration by filing with the American Arbitration Association provided no other legal action has been previously filed. Upon filing of the arbitration, the AAA shall have the exclusive jurisdiction over the Dispute. Thus, either party may decide to file an action in a court of competent jurisdiction and if that court filing is the first legal proceeding filed, that court shall have jurisdiction over the Dispute to the exclusion of any arbitration. Arbitration shall be conducted in accordance with the then current arbitration rules of the American Arbitration Association or other arbitration service mutually agreed to by the Parties. Arbitration must be completed within sixty (60) days after the Dispute is submitted to arbitration unless the Parties mutually agree otherwise. The award rendered by the arbitrator shall be final, and judgment issued by the Arbitrator may be entered in accordance with applicable law in any court having competent jurisdiction. The Party prevailing in the arbitration or court proceeding shall be entitled to an award of its reasonable costs, including reasonable attorney's fees, incurred as a result of the Dispute.

I. **TERMINATION**

JCI and the Customer agree in the event either Party fails to perform its obligations under this Agreement, the affected Party must provide the other with written notice containing a detailed description of the alleged deficiency or breach. Should the Party alleged to be in breach of this Agreement fail to respond in writing to, or take action to cure the alleged deficiency or breach within ten (10)

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days of the written notice of same, the notifying Party may terminate this Agreement for cause. In the event the Agreement is terminated for cause, Customer shall make payment to JCI for all costs incurred by JCI through the effective date of termination. If Customer has ordered multi-year BASIC COVERAGE, Customer and JCI shall each have the right to terminate this Agreement on its annual anniversary date upon prior written notice which shall be received by the non-terminating Party at least thirty (30) days before the annual anniversary date. If Customer has ordered PREMIUM COVERAGE, JCI shall have the right to terminate this Agreement as set forth above in this Paragraph J, and Customer shall have the right to terminate this Agreement only upon JCI's prior written approval, which shall not be unreasonably withheld, delayed or conditioned.

J. **ASBESTOS, MOLD AND HAZARDOUS MATERIALS**

Customer shall supply JCI information in its possession relating to the presence of asbestos-containing materials ("ACM") in areas where work or services will be performed. If Customer or JCI suspects that any ACM may be disturbed by JCI's services, it shall immediately stop performing the services in the affected area. Customer shall be responsible at its sole expense for addressing the presence of ACM and must provide a certificate of abatement before JCI will be obligated to perform or continue its Services; unless JCI had actual knowledge that ACM was present and acted with intentional disregard of that knowledge. JCI is responsible for disposing of any hazardous materials that it uses in providing the work and services. Customer shall supply JCI with any information in its possession relating to the presence of hazardous materials if their presence may affect JCI's work or services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI hazardous materials that may interfere with work or services, JCI shall immediately stop the work or services in the affected area and notify the other's contacts. "Hazardous Materials" specifically includes mold. JCI shall have no obligations relating to the identification, abatement, cleanup, control, removal or disposal of mold. Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials and the remediation of any areas impacted by the release of the Non-JCI Hazardous Materials, unless JCI had actual knowledge that Non-JCI Hazardous Materials were present and acted with intentional disregard of that knowledge. Hazardous Materials remain the property and the responsibility of the Customer even when removed from equipment or replaced by JCI as provided by the terms of this Agreement. The Customer shall be responsible for the proper storage and disposal of Hazardous Materials. This includes, but is not limited to, used oil, contaminated or uncontaminated refrigerant, and PCBs.

K. **CHOICE OF LAW**

This Agreement shall be subject to and governed by the laws of the State where the project is located or services are performed.

L. **JCI'S INTELLECTUAL PROPERTY**

JCI shall retain all right, title and interest in any (a) work provided to Customer, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto ("Deliverables"), and (b) Know-How (defined below) employed by JCI in the creation of the Deliverables or performance of the Services, whether known to JCI prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this agreement. Ownership of all Deliverables and Know-How shall vest solely in JCI and no Deliverables shall be deemed "works made for hire." Without limiting the generality of the foregoing, ownership of all source files used in the course of performing the Services shall remain the exclusive property of JCI. For purposes of this Agreement, "Know-How" means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, employed or used by JCI in the creation or provision of the Deliverables or in the performance of the Services, and any changes, improvements or modifications thereto or derivatives thereof.

M. **MISCELLANEOUS PROVISIONS**

1) Any notice that is required to be given under this Agreement must be in writing.

2) This Agreement is the entire contract between JCI and the Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between JCI and the Customer.

3) The Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement or JCI's proposal at any time is intended only to establish payment authority for the Customer's internal accounting purposes. No customer purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in the Customer's purchase order will have any force or effect and these terms and conditions shall control.

4) Should any changes to relevant regulations, laws, or codes substantially affect JCI's Services or obligations, the Customer agrees to negotiate in good faith with appropriate and equitable changes to the scope or price of the Agreement or both.

N. **CONNECTED SERVICES** – In the event Customer is receiving Connected Services on any Covered Equipment as more fully described in Schedule A, Customer may be required to allow JCI to install hardware and/or software to enable communication with Customer's Equipment ("Gateway Device"). To deliver Connected Services on the Equipment the Customer shall provide a secure Internet connection to allow remote access to the Gateway Device to remotely access, transmit, store, and trend data for the purposes of providing Services. JCI will not use Connected Services to remotely operate or make changes to the Customer's Equipment. Customer understands that the Gateway Device shall remain JCI's property and JCI may upon reasonable notice remove it at any time. JCI will not disclose any individual customer equipment data acquired through Connected Services without customer consent. Customer hereby grants JCI a perpetual, worldwide,

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royalty free license to use, modify, manipulate, sublicense and create derivate works from such Data. JCI shall retain all rights to any intellectual property, data, materials and/or products created as a result of or relating to Connected Services. JCI makes no any warranty or guarantee relating to the Connected Services.

O. **Customer Portal** – Customer shall have the right to participate in JCI's Customer Portal pursuant to the then applicable Customer Portal Terms of Use Agreement.

[END OF DOCUMENT]

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Building Efficiency
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August18, 2014

City of Dover
15 Loockerman Plaza
Dover, DE. 19901

RE: Public Library Metasys Service Agreement

To Whom It May Concern:

This letter is to further define and support the services needed for the Johnson Controls Metasys building controls system installed at the Public Library. The Metasys technology is supported by application software which has subscriptions associated with them. Johnson Controls is the original equipment manufacturer (OEM) and as such can be the only provider to make the necessary upgrades to subscriptions which are proprietary to Johnson Controls and the Metasys product brand. Subscriptions can and will expire over time and it is necessary to keep the subscriptions up to date for a properly functioning system. The proposed planned service agreement will address and remedy the current situation with the Metasys subscription at the Public Library. I hope this helps clarify the City of Dover's needs. We look forward to providing services to the City of Dover at the Public Library.

Best Regards,

- Frank

Frank Nicosia
Account Executive
Johnson Controls, Inc.

CITY OF DOVER PROPOSED ORDINANCE #2014-19

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF DOVER, IN COUNCIL MET:

That Chapter 98 - Streets, Sidewalks, Storm Sewers and Other Public Places, Article I - In General, Section 98-5 - Duty of tenants or owners to maintain sidewalks and landscaped areas within the street right-of-way be amended by inserting the bold, blue text, as follows:

Sec. 98-5. Duty of tenants or owners to maintain sidewalks and landscaped areas within the street right-of-way.

(a) It shall be unlawful for the owner or occupant of any premises abutting upon a sidewalk to permit or allow snow or ice to remain thereon for longer than 12 hours of daylight after it has ceased snowing, or to permit debris or other materials to accumulate at any time so that pedestrians may conveniently and safely pass.

(b) It is the responsibility of the owner or occupant of any premises abutting upon a sidewalk to keep the landscaped area between the sidewalk and the curbline, or where no sidewalk exists between the property line and curbline or paved street, maintained in accordance with the standards set forth in chapter 114, article II, pertaining to weeds.

(c) It shall be unlawful to sweep, blow, or otherwise discharge grass clippings into any street, sidewalk, storm drain, or water course.

(d) Violations; penalties

Any person(s) violating any provision of this section shall be fined as provided for in Appendix F—Fees and Fines.

BE IT FURTHER ORDAINED:

That Appendix F - Fees and Fines, be amended by inserting the following:

Chapter 98 - Streets, Sidewalks, Storm Sewers and Other Public Places, Article I - In General		
Sec. 98-5	Duty of tenants or owners to maintain sidewalks and landscaped areas within the street right-of-way	Not in excess of $100.00, nor less than $5.00 for each violation

ADOPTED: *

S:\ORDINANCES\2014\DRAFT\Ordinance #2014-19 Amending Chapter 98 - Streets, Sidewalks, Storm Sewers-First Reading.wpd

SYNOPSIS

The amendment would make it unlawful to sweep, blow, or otherwise discharge grass clippings into any street, sidewalk, storm drain, or water course.

(SPONSORS: HARE, KOENIG, AND TOWNSHEND)

Actions History

08/25/2014 - Scheduled for First Reading at City Council

08/11/2014 - Introduced at Legislative, Finance, and Administration Committee

Draft

FIRST READING

CITY OF DOVER PROPOSED ORDINANCE #2014-18

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF DOVER, IN COUNCIL MET:

That Appendix B - Zoning, Article 3 - District Regulations, Section 24 - Planned Neighborhood Design Option (PND), Subsection 24.62 - Buffers, of the Dover Code be amended by deleting it in its entirety and re-designating the remaining Subsections accordingly.

BE IT FURTHER ORDAINED

That Appendix B - Zoning, Article 4 - Zoning Bulk and Parking Regulations, Section 4.10 of the Dover Code be amended by striking the text indicated in red, strikeout and inserting the bold, blue text, as follows:

Section 4.10. R-20, R-15, R-10, R-8, RM-1, RM-2 planned neighborhood design option and recreation and open space zone (ROS).

Bulk and parking standards for PND within the following zones: R-20, R-15, R-10, R-8, RM-1, RM-2, as well as Bulk and Parking Standards for the ROS zone are as follows:

	One-Family Detached Dwellings	One-Family Lot Line Dwellings	Duplex Dwellings	Multiplex Dwellings
Minimum requirements per dwelling unit:				
Lot area (sq. ft.)	7,500	6,000	4,500	4,000
Lot width (ft.)	70	65	40	
Lot depth (ft.)	100	90	100	
Off-street parking spaces	2	2	2	2
Minimum requirements per building:				
Front yard (ft.)	~~25~~ ***15***	20	~~25~~ ***15***	30
Minimum side yard (ft.)	8	—	—	10
Total side yards (ft.)	20	30	10	30
Rear yard (ft.)	~~30~~ ***20***	40	~~30~~ ***20***	20
Lot width (ft.)				80
Lot depth (ft.)				80
Maximum permitted:				
Building height				
Stories	2½	2	2½	3
Feet	35	24	35	35
Lot coverage	40%	45%	45%	50%
Number of dwelling units per building	1	1	2	5

BE IT FURTHER ORDAINED

That Appendix B - Zoning, Article 4 - Zoning Bulk and Parking Regulations, Subsection 4.11 of the Dover Code be amended by striking the text indicated in red, strikeout and inserting the bold, blue text, as follows:

Section 4.11. R-20, R-15, R-10, R-8, RM-1, RM-2 planned neighborhood design option and recreation and open space zone (ROS).

Bulk and parking standards for PND within the following zones: R-20, R-15, R-10, R-8, RM-1 and RM-2, as well as Bulk and Parking Standards for the ROS zone are as follows:

	Patio Houses	Townhouses	Garden Apts.
Minimum requirements per dwelling unit:			
Minimum average lot area (sq. ft.)	3,500	2,200	1,800
Minimum lot area (sq. ft.)	3,000	2,000	1,800
Lot width (ft.)	40	22	
Lot depth (ft.)	70	80	
Off-street parking spaces	2	2	2
Minimum requirements per building:			
Lot area			1 acre
Lot width (ft.)			100
Lot depth (ft.)			125
Building setback			
From street (ft.)	15	~~30~~ ***20***	50
From property line (ft.)	—	~~20~~ ***10***	50
Building spacing	—	30	50
Patio area	60%		
Patio dimension (ft.)	20		
Maximum permitted:			
Building height			
Feet	24	35	35
Stories	2	3	2
Lot coverage	60%	75%	60%
Average No. of dwelling units per building	1	8	24

ADOPTED: *

S:\ORDINANCES\2014\DRAFT\Ordinance #2014-18 Amending Appendix B - Zoning - PND-First Reading.wpd

SYNOPSIS

The proposed ordinance amends the Planned Neighborhood Design to eliminate the 40-foot buffer around the perimeter of the development and to reduce the front and rear setbacks.

(SPONSORS: HUTCHISON, WILLIAMS, AND TOWNSHEND)

Actions History

08/25/2014 - Scheduled for First Reading at City Council

08/11/2014 - Introduced at Parks, Recreation, and Community Enhancement Committee

FIRST READING

CITY OF DOVER PROPOSED ORDINANCE #2014-20

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF DOVER, IN COUNCIL MET:

That Appendix B - Zoning, Article 10 - Planning Commission, Section 2 - Site Development Plan Approval of the Dover Code be amended by deleting the text indicated in red, strikeout and inserting the bold, blue text, as follows:

Section 2. - Site development plan approval.

2.1 *Required.* Site development plan approval shall be required for the erection or enlargement of all structures and the establishment of any use for which site development plan approval is required by this ordinance. Site development plan shall be required according to the following criteria:

2.11 Planning commission site plan review. Site development plans shall be subject to review and approval by the planning commission if they meet the following thresholds:

(a) *New structures*. Site plans for new structures of 5,000 square feet or greater in floor area; or

(b) *Additions to existing structures*. Site plans for additions to existing structures that (1) constitute 15 percent or more of the existing floor area, and (2) new floor area is greater than 5,000 square feet; or

(c) **Additions of** *Impervious surface* ~~**additions**~~. Site plans **that propose new or additional impervious surfaces that (1) constitute 15% or more of the existing impervious surface area and (2) are equal to or greater than 5,000 square feet of impervious surface** ~~**with a total of 5,000 square feet or greater of new or added impervious surface, including new structures or building additions**~~; or

(d) *Adjacent to residential*. Nonresidential site plans with site disturbance greater than 2,500 square feet and adjacent to residential uses or residential zones.

2.12 *Site development master plan.* Site development master plans shall be subject to review and approval by the planning commission in accordance with subsection 2.44.

2.13 *Zoning review.* For site development plans involving construction of a single-family detached, single-family attached, or single-family semidetached dwelling; an accessory structure; or a nonresidential change of use for which no building addition or increase in impervious **surface** ~~**cover**~~ is proposed, the city planner or his designee may approve the site development plan in conjunction with building permit review.

2.14 *Administrative site plan.* All site development plans that do not meet the thresholds for zoning review in accordance with subsection 2.13 or planning commission site plan review in accordance with subsection 2.11 shall be reviewed as administrative site development plans.

ADOPTED: *

Draft

SYNOPSIS

The proposed ordinance would clarify that site plans that include an increase in impervious cover of 15% and more than 5,000 square feet require Planning Commission review. Under the current language, any site plan proposes and increase of impervious cover of 5,000 square feet or greater is subject to Planning Commission review.

(SPONSORS: HUTCHISON AND TOWNSHEND)

Actions History

08/25/2014 - Scheduled for First Reading at City Council

08/11/2014 - Introduced at Parks, Recreation, and Community Enhancement Committee

Draft