LEGISLATIVE, FINANCE, AND ADMINISTRATION COMMITTEE
A G E N D A

JULY 14, 2014 - 6:00 P.M.

CITY HALL COUNCIL CHAMBERS
15 LOOCKERMAN PLAZA
DOVER, DELAWARE

Public comments are welcomed on any item and will be permitted at appropriate times. When possible, please notify the City Clerk (736-7008 or e-mail at CityClerk@dover.de.us) should you wish to be recognized.

AGENDA ADDITIONS/DELETIONS

1. **Proposed Financial Reforms - Public Safety Fund**

2. **Parkway Academy Central School Resource Officer (SRO) Memorandum of Agreement (MOA)**
   (Staff recommends authorization to sign the MOA with Parkway Academy Central and initiate hiring action for an additional police officer)

3. **Village at McKee Branch (Formerly Walker Woods) Redevelopment Pay-in-Lieu of Taxes (PILOT)**
   (Staff recommends authorizing the City Manager to negotiate a final agreement with Milford Housing Development Corporation regarding a proposed PILOT for the Village at McKee Branch)

4. **One-Year Follow-Up - Disposal of Excess Property - 70 Mifflin Road, 299 College Road, and 29 North Kirkwood Street - Offer from Habitat for Humanity**
   (On June 10, 2013, City Council approved the Legislative, Finance, and Administrtation Committee's recommendation that it be determined that 70 Mifflin Road, 299 College Road, and 29 North Kirkwood Street are excess properties and that the City Manager be authorized to negotiate sale prices with Habitat for Humanity that minimize the write-off amount for the properties located at 70 Mifflin Road and 29 North Kirkwood Street and that the Standard Method of Disposition of Excess Property (with the possibility of a bid process) be utilized for the property located at 299 College Road.)

5. **Adjournment by 7:00 p.m.**

/tm
S:\AGENDAS-MINUTES-PACKETS-PRESENTATIONS-ATT&EXH\Committee-Agendas\2014\07-14-2014 LF&A.wpd

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.

City of Dover
Finance Department
PO Box 475
Dover DE 19903-0475
Phone: (302-736-7018
FAX: (302) 760-4930
E-Mail: dmitchell @dover.de.us

DISCUSSION MEMORANDUM

To: Members of Legislative, Finance & Administration Committee

From: Donna Mitchell, Controller/Treasurer

Copy: Mayor, City Manager, & City Clerk

Date: July 9, 2014

Subject: Discussion of Public Safety Fund

For you discussion we have attached a summary of what a Public Safety Fund would look like based on the Fiscal Year 2015 Budget. Included in Public Safety for this discussion are the following divisions/cost items: Fire, Life Safety, Emergency Management Coordinator, Code Enforcement, Inspections, Police (all divisions), and Police Pension contributions (pass through of State Grant). These are the same divisions included in Public Safety in accordance with the grouping of expenditure categories in the Comprehensive Annual Financial Report (CAFR). A subtotal has been included to segregate the categories included in the CAFR and the Discussion Draft of the Proposed Financial Reforms.

Segregating Public Safety Revenues and Expenditures for budgetary purposes is permissible, however for the audited financial statements they are required to be reported as General Fund Revenues and Expenditures along with all other General Government activities. If the decision is made to implement a Public Safety Fund, this will create additional workload for the Finance Department. We appreciate the opportunity to discuss the purpose and benefit of segregating these items into a stand-alone fund before making this change. We would also recommend that this change be implemented during the budget process and not after a budget has been approved. This would prevent a large volume of manual work moving budgets and current financial activity from one fund to the new fund.

City of Dover	
Public Saftey Fund - Discussion Only	
Fiscal Year 2014/2015	
Revenues	
Fines & Police Revenue	$ 629,300
Police Extra Duty	659,500
Police Grants - Extra Duty	124,000
Police Grants - Pension	500,000
Civil Traffic Penalties	500,000
Property Taxes (1)	13,327,700
Bank Loan for CIP - Fire/Police (2)	918,300
Subtotal	16,658,800
Permits & Other Fees	1,354,200
Total Revenues	$ 18,013,000
Expenditures	
Police	$ 13,981,100
Police Extra Duty	712,500
Fire	716,100
Life Safety (3)	504,800
Police Pension Contribution	500,000
CIP for the above Divisions	1,369,800
Subtotal	17,784,300
Code Enforcement	418,400
Inspections	602,100
Emergency Management Coordinator	88,000
Total Expenditures	$ 18,892,800
Notes:	
(1) Property Taxes include $317,000 for Payment in Lieu of Taxes.	
(2) Bank Loan will convert to annual debt service cost of approx. $190K in FY16.	
(3) Life Safety includes Fire Marshal services and Ambulance contract.	

ACTION FORM

PROCEEDING: Legislative and Finance Committee	**AGENDA ITEM NO.:**
DEPARTMENT OF ORIGIN: Police	**DATE SUBMITTED:** 7/10/14
PREPARED BY: Captain Timothy Stump / Administrative Division Commander	
SUBJECT: Approval of Parkway Academy Central School Resource Officer (SRO) Memorandum of Agreement (MOA)	
REFERENCE: N/A	
RELATED PROJECT: N/A	
APPROVALS: City Manager	
EXHIBITS: None	
EXPENDITURE REQUIRED: $85,000.00	**PROJECT REVENUE:** $60,000.00
FUNDING SOURCE (Dept./Page in CIP & Budget):	Reimbursement Revenues from the Parkway Academy Central
TIMETABLE: After approval is received from the Council, the Police Department will sign the MOA with the Parkway Academy Central and initiate hiring action for an additional police officer	
RECOMMENDED ACTION: Approve the project as requested.	

BACKGROUND

Earlier this spring, Ms. Gail Evans, the Principal of Parkway Academy Central (PAC) met with Chief Bernat to request a School Resource Officer (SRO) at their school which is located at 111 S. West St. Suite 200, Dover, DE. PAC is an alternative school for troubled youth. The school is requesting a start date of August 22, 2014.

The PAC just completed its first year of a six year lease at its current location, but they have been in Dover for the past four years. They are requesting the presence of one police officer, 0900-1400 five days a week for its 180 day school year. This equates to 900 work hours. Since a normal work year is 2,080 hours per year, this equates to 57% of one work year. The cost of a new police officer with benefits is approximately $85,000.00 and the school is willing to pay $60,000.00 for the 900 hours of police service.

To make this happen, a Memorandum of Agreement (MOA) between the PAC and the Police Department will be signed to form a contract. The contract would be for three years at $60,000 per year. Contract renewal will be completed in the second year of the contract and if there were no contract renewal, the city would have the option to discontinue the contract and release the SRO from the position when a police officer retires from the Dover Police Department. In that scenario, no replacement would be hired to replace the retiring police officer.

The department will be coming back to the Committee in the near future with a full personnel plan that will not exceed the FY 15 budget. This is a win-win situation and will allow the police department to provide real time police service to the PAC and allow the department to have an extra uniform available.

ACTION REQUESTED

The Legislative and Finance Committee and Council approve the hiring of a police officer for this program.

ACTION FORM

PROCEEDING: Legislative, Finance & Administration Committee
DEPARTMENT OF ORIGIN: City Manager's Office **DATE SUBMITTED**: July 9, 2014
PREPARED BY: Scott D. Koenig, P.E., City Manager
SUBJECT: Village at McKee Branch (Formerly Walker Woods) Redevelopment PILOT (Pay-in-Lieu of Taxes)
REFERENCE: N/A
RELATED PROJECT: N/A
REVIEWED BY: Scott D. Koenig, P.E., City Manager, Donna Mitchell, Controller
EXHIBITS: Exhibit A – Draft Agreement; Exhibit B – City Tax Levy Summary
EXPENDITURE REQUIRED: N/A **AMOUNT BUDGETED**: N/A **FUNDING SOURCE (Dept./Page in CIP & Budget)**: N/A
TIME TIMETABLE: Implement upon final approval of the redevelopment project.
RECOMMENDED ACTION: Authorize the City Manager to negotiate a final agreement with Milford Housing Development Corporation regarding a proposed PILOT for the Village at McKee Branch.

BACKGROUND AND ANALYSIS

The Milford Housing Development Corporation is proposing the redevelopment of Walker Woods into the Village at McKee Branch. This redevelopment project is working through the approval process so they can reconstruct this area to support current market needs. As part of their project financing support, they are seeking to enter into a PILOT agreement with the City of Dover. The draft agreement has been reviewed by Mr. William Pepper, Assistant City Solicitor. The Milford Housing Development Corporation is proposing a PILOT in the amount of $5,000, prorated for any partial year. The amount of the PILOT will increase by two percent (2%) each year.

The City of Dover property and tax records indicate the combined properties associated with the redevelopment of the Walker Woods Subdivision currently yield a tax levy of $14,058.97 per year.

Tax Parcel No.: See Schedule A attached hereto

Prepared by/Return to:
Christopher J. Lamb, Esquire
Pepper Hamilton LLP
1313 Market Street, Suite 5100
Wilmington, DE 19801

PILOT AGREEMENT
(City)

This PILOT Agreement ("Agreement") is made as of the ___ day of _____, 2014, by and between The Milford Housing Development Corporation, a Delaware corporation ("Owner"), having an address at 977 East Masten Circle, Milford, Delaware 19963 and the City of Dover, a municipality of the State of Delaware ("City"), having an address at _____, Dover, Delaware 19___.

Background

A. Owner is the fee simple owner of certain real properties, being the tax parcel numbers set forth on Schedule A attached hereto and incorporated herein, located in the City of Dover, Kent County, Delaware, as more particularly described on Exhibit A attached hereto and incorporated herein ("Land").

B. Owner intends to cause the substantial rehabilitation of the existing improvements on the Land and cause them to be operated as an apartment complex (together with the Land, the "Project") for low- and moderate-income persons pursuant to Section 42 of the Internal Revenue Code ("Code").

C. Because the Owner is an entity described under Section 501(c)(3) of the Code and has a charitable mission of providing affordable housing opportunities to families and individuals of low income, the Project is exempt from taxation and assessment pursuant to 9 Del. C. Section 8105.

D. Notwithstanding such exemption, the Owner acknowledges that the Project will receive certain public services and, therefore, desires to make certain payments in lieu of taxes.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the mutual receipt and sufficiency of which are hereby acknowledged, the parties agree, under seal, as follows:

1. Background. The foregoing Background information is incorporated herein as if set forth in full.

2. Tax Exemption. So long as the Owner owns the Project and causes the Project to be operated in a manner which is consistent with Owner's charitable mission of providing affordable housing opportunities to families and individuals of low income, the City shall not tax or assess the Project prior to the twentieth anniversary of the date of this Agreement ("Term").

3. PILOT. During the Term, the Owner shall make an annual payment to the City, on or before April 30, in an amount equal to Five Thousand Dollars ($5,000) ("PILOT"), prorated for any partial year. The amount of the PILOT shall increase by two percent (2%) each year.

4. Default/Remedies. In the event the Owner fails to timely pay the PILOT, the City may avail itself of all rights, remedies and penalties available to the City as if the delinquent PILOT was unpaid real estate taxes or assessments, including conducting a duly noticed monition sale.

5. Miscellaneous. This Agreement shall be governed by the laws of the State of Delaware and be binding on the parties and their successors and assigns. Any notices shall be hand delivered or sent by certified mail, return receipt requested and sent to the applicable party at its address first set forth above or such other address as any party may specify in accordance with these notice provisions. This Agreement shall run with the Land.

IN WITNESS WHEREOF, the parties have signed, sealed and delivered this Agreement as of the date first set forth above.

Signed, Sealed and
Delivered in the Presence of:

_____

THE MILFORD HOUSING
DEVELOPMENT CORPORATION

By:_____(SEAL)
David W. Moore
President

CITY OF DOVER

_____

By:_____(SEAL)
Name:
Title:

STATE OF DELAWARE)
) ss.
COUNTY OF _____)

BEFORE ME, a notary public for the state and county aforesaid, did appear David W. Moore, the President of The Milford Housing Development Corporation, a Delaware corporation, who as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

GIVEN under my hand and seal this ___ day of _____, 2014.

_____
Notary Public

My Commission Expires:_____

STATE OF DELAWARE)
) ss.
COUNTY OF KENT)

BEFORE ME, a notary public for the state and county aforesaid, did appear _____, the _____ of the City of Dover, a municipality of the State of Delaware, who as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

GIVEN under my hand and seal this ___ day of _____, 2014.

_____
Notary Public

My Commission Expires:_____

EXHIBIT A

WALKER WOODS – PHASE 1

ALL that certain tract, piece or parcel of land situated in the City of Dover, East Dover Hundred, Kent County and State of Delaware lying north of but not adjacent to Walker Road (County Road 157) and being Phase 1 of the Subdivision of Walker Woods as recorded in Plot Book 25, Page 61 at the Kent County Recorder of Deeds, and being bounded as follows:
On the Southwest by Walker Woods, Phase 2, Tract A;
On the West by lands of The City of Dover – D/R F-36-26, and by lands of Louis R. Harris, Est – D/R Z-18-145;
On the Northwest by lands of Daisy Bessix – D/R Z-18-145, lands of Daisey Harris – D/R B-22-252, lands of Manford Harris – D/R U-27-541, lands of Mary F. Wright – D/R WU-5-125, and by lands of Benjamin Leroy Washington – D/R S-21-394;
On the Northeast by lands of The Square Club, Inc. – D/R D-33-1;
On the East by lands of Arthur and Rachel Guinn – D/R F-24-480, and by lands of Harry and Lillie Mae Harris – D/R W-18-434;
On the Southeast by lands of Walker Woods, Phase 2, Tract B;
On the West, South and East by Harmony Lane – 60 feet wide;
Being more particularly described according to a plan prepared by Gerald A. Donovan Associates, Inc. dated April 29, 1994, said plan being an integral part hereof as follows:
Beginning at a point in the westerly line of Harmony Lane at a corner for this subject property and the northeasterly most corner for Walker Woods, Phase 2, Tract A, said point being located when measured from the northwesterly end of a 25 foot junction curve connecting the northerly line of Walker Road (Width Varies) with the westerly line of Harmony Lane N 10°04'00" W a distance of 160.78 feet. Thence from said point of beginning and continuing with said Walker Woods, Phase 2, Tract A:

1. South 76°39'57" W a distance of 106.16 feet to a point;
2. South 82°51'50" W a distance of 54.45 feet to a point at a corner for Walker Woods, Phase 2, Tract A in line of land of the aforementioned City of Dover. Thence with said land of The City of Dover:
3. N 11°52'38" W a distance of 160.56 feet to a point in line of said land of The City of Dover at a corner for land of the aforementioned Harris (D/R Z-18-145). Thence with said land of Harris (D/R Z-18-145) the following two (2) courses and distances:
4. N 66°22'16" E a distance of 167.98 feet to a point;
5. N 27°34'08" W a distance of 230.14 feet to a point in line of said land of Harris (D/R Z-18-145) at a corner for land of the aforementioned Bessix. Thence with said land of Bessix, and continuing with land of the aforementioned Harris (D/R B-22-252), land of Harris (D/R U-27-541), and land of Wright:
6. N 49°06'52" E a distance of 271.22 feet to a point at a corner for said land of Wright. Thence with said land of Wright, and continuing with land of the aforementioned Washington:
7. N 39°05'48" E a distance of 192.10 feet to a point at a corner for said land of Washington in line of land of the aforementioned The Square Club, Inc. Thence with said land of The Square Club, Inc.:
8. S 50°36'45" E a distance of 408.58 feet to a point at a corner for said land of The Square Club, Inc. in line of land of the aforementioned Guinn. Thence with said land of Guinn:
9. S 82°48'31" W a distance of 256.56 feet to a point at a corner for said land of Guinn. Thence with said land of Guinn and continuing with the land of the aforementioned Harris (D/R W-18-434):

10. S 07°10'00" E a distance of 450.57 feet to a point in line of said land of Harris (D/R W-18-434) at a corner for the aforementioned Walker Woods, Phase 2, Tract B. Thence with said Walker Woods, Phase 2, Tract B:
11. S 82°51'50"W a distance of 233.78 feet to a point at a corner for said land of Walker Woods, Phase 2, Tract B in the easterly line of Harmony Lane. Thence with said Harmony Lane the following fifteen (15) courses and distances:
12. N 10°04'00" W a distance of 54.99 feet to a point of curvature;
13. By an arc of a circle curving to the right with a radius of 139.43 feet a distance of 94.91 feet to a point of tangency:
14. N 28°56'00" E a distance of 40.00 feet to a point of curvature:
15. By an arc of a circle curving to the left with a radius of 167.99 feet a distance of 137.79 feet to a point of tangency:
16. N 18°04'00" W a distance of 66.35 feet to a point of curvature:
17. By an arc of a circle curving to the right with a radius of 60.19 feet a distance of 70.66 feet to a point of tangency:
18. N 49°12'00" E a distance of 86.94 feet to a point of curvature:
19. By an arc of a circle curving to the right with a radius of 25.00 feet a distance of 27.13 feet to a point of reverse curvature:
20. By an arc of a circle curving to the left with a radius of 50.00 feet a distance of 190.92 feet to a point of tangency:
21. S 49°12'00" W a distance of 153.27 feet to a point of curvature:
22. By an arc of a circle curving to the left with a radius of 120.19 feet a distance of 141.11 feet to a point of tangency:
23. S 18°04'00" E a distance of 66.35 feet to a point of curvature:
24. By an arc of a circle curving to the right with a radius of 107.99 feet a distance of 88.58 feet to a point of tangency:

25. S 28°56'00" W a distance of 40.00 feet to a point of curvature:
26. By an arc of a circle curving to the left with a radius of 199.43 feet a distance of 135.75 feet to the point and place of Beginning.

Containing within the above described courses and distances an area of 5.1368+/- acres.

WALKER WOODS – PHASE 2

Parcel No. 1

ALL that certain piece or parcel of land situated in the City of Dover, East Dover Hundred, Kent County, Delaware, lying on the North side of SHR 157 and being more particularly bounded and described in accordance with a survey by Axiom Engineering, LLC, dated January 11, 2013.

BEGINNING at a rebar set on the northern side of Walker Road -SHR157 at the boundary corner of lands n/f The City of Dover, said point being approximately 375 feet east of the intersection of SHR 104; thence along the said boundary line of The City of Dover, North 10 degrees 06 minutes 49 seconds West 174.55 feet to an iron pipe found at the corner of lands Walker Woods Phase 1; thence along said lands the following two courses:

1) North 82 degrees 51 minutes 50 seconds East 54.45 feet to a rebar set;

2) Thence North 76 degrees 39 minutes 57 seconds East 108.26 feet to a mag nail set on the western right-of-way line of Harmony Lane (60' wide);

Thence along the western right-of-way line of Harmony Lane the following two courses:

1) South 10 degrees 04 minutes 00 seconds East 159.93 feet to a rebar set;
2) Thence along a 25 foot radius curve to the right with an arc length of 40.55 feet and a chord bearing and distance of South 36 degrees 23 minutes 55 seconds West 36.25 feet to a drill hole set on the northern side of Walker Road;

Thence along the northern side of Walker Road, South 82 degrees 51 minutes 50 seconds West 136.22 feet to the place of beginning.

Containing 28,825 sf± or 0.66 acres of land, more or less.

Parcel No. 2

ALL that certain piece or parcel of land situated in the City of Dover, East Dover Hundred, Kent County, Delaware, lying on the North side of SHR 157 and being more particularly bounded and described in accordance with a survey by Axiom Engineering, LLC, dated January 11, 2013, as follows, to-wit:

BEGINNING at a rebar found on the northern side of Walker Road -SHR157 at the corner of lands n/f Lea Tammi and the State of Delaware, said point being approximately 824 feet east of the intersection of SHR 104; thence along lands of the State of Delaware the following two courses:

1) South 82 degrees 51 minutes 50 seconds West 20.80 feet to a point, said point being located 0.72' south of a concrete monument found;
2) Thence South 07 degrees 31 minutes 51 seconds East 5.00 feet to a drill hole set on the northern side of Walker Road; thence along the northern side of Walker road, South 82 degrees 51 minutes 50 seconds West 183.25 feet to a drill hole set at the eastern intersection of Harmony Lane (60' wide); thence along the eastern right-of-way line of Harmony Lane the following two courses:
   1) Along a 25 foot radius curve to the right with an arc length of 37.99 feet and a chord bearing and distance of North 53 degrees 36 minutes 05 seconds West 34.44 feet to a rebar set;
   2) Thence North 10 degrees 04 minutes 00 seconds West 110.91 feet to a rebar set at the corner of lands of Walker Woods Phase 1;

Thence along Walker woods Phase 1, North 82 degrees 44 minutes 19 seconds East 233.75 feet to a concrete monument found on the line of lands n/f Lea Tammi; thence along said lands of Tammi, South 07 degrees 31 minutes 51 seconds East 130.00 feet to the place of beginning.

Containing 30,874 sf± or 0.71 acres of land, more or less.

TOGETHER with Harmony Lane as shown on the Record Plot of Walker Woods, prepared by McCann, Inc., dated April 2, 1990, and recorded in Plot Book 25, Page 61, Kent County records.

SCHEDULE A

ED-05-067.18-01-45.00-000
ED-05-067.18-01-44.00-000
ED-05-067.18-01-43.00-000
ED-05-067.18-01-42.00-000
ED-05-067.18-01-41.00-000
ED-05-067.18-01-40.00-000
ED-05-067.18-01-39.00-000
ED-05-067.18-01-38.00-000
ED-05-067.18-01-37.00-000
ED-05-067.18-01-36.00-000
ED-05-067.18-01-35.00-000
ED-05-067.18-01-34.00-000
ED-05-067.18-01-33.00-000
ED-05-067.18-01-32.00-000
ED-05-067.18-01-31.00-000
ED-05-067.18-01-30.00-000
ED-05-067.18-01-29.00-000
ED-05-067.18-01-28.00-000
ED-05-067.18-01-27.00-000
ED-05-067.18-01-26.00-000
ED-05-067.18-01-25.00-000
ED-05-067.18-01-24.00-000
ED-05-067.18-01-23.00-000
ED-05-067.18-01-22.00-000
ED-05-067.18-01-21.00-000
ED-05-067.18-01-20.00-000
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ED-05-067.18-01-49.00-000
ED-05-067.18-01-48.00-000
ED-05-067.18-01-47.00-000
ED-05-067.18-01-66.01-000
ED-05-067.18-01-66.00-000

Exhibit B

Parcel Numbers	Taxes
ED-05-067.18-01-45.00-000	201.33
ED-05-067.18-01-44.00-000	201.33
ED-05-067.18-01-43.00-000	201.33
ED-05-067.18-01-42.00-000	201.33
ED-05-067.18-01-41.00-000	201.33
ED-05-067.18-01-40.00-000	201.33
ED-05-067.18-01-39.00-000	201.33
ED-05-067.18-01-38.00-000	201.33
ED-05-067.18-01-37.00-000	201.33
ED-05-067.18-01-36.00-000	201.33
ED-05-067.18-01-35.00-000	201.33
ED-05-067.18-01-34.00-000	201.33
ED-05-067.18-01-33.00-000	201.33
ED-05-067.18-01-32.00-000	201.33
ED-05-067.18-01-31.00-000	201.33
ED-05-067.18-01-30.00-000	201.33
ED-05-067.18-01-29.00-000	201.33
ED-05-067.18-01-28.00-000	201.33
ED-05-067.18-01-27.00-000	201.33
ED-05-067.18-01-26.00-000	201.33
ED-05-067.18-01-25.00-000	201.33
ED-05-067.18-01-24.00-000	201.33
ED-05-067.18-01-23.00-000	201.33
ED-05-067.18-01-22.00-000	201.33
ED-05-067.18-01-21.00-000	201.33
ED-05-067.18-01-20.00-000	201.33
ED-05-067.18-01-19.00-000	201.33
ED-05-067.18-01-18.00-000	201.33
ED-05-067.18-01-17.00-000	201.33
ED-05-067.18-01-16.00-000	201.33
ED-05-067.18-01-15.00-000	201.33
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ED-05-067.18-01-60.00-000	201.33
ED-05-067.18-01-59.00-000	201.33
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ED-05-067.18-01-57.00-000	201.33
ED-05-067.18-01-56.00-000	201.33
ED-05-067.18-01-55.00-000	201.33
ED-05-067.18-01-54.00-000	201.33
ED-05-067.18-01-53.00-000	201.33
ED-05-067.18-01-52.00-000	201.33
ED-05-067.18-01-51.00-000	201.33
ED-05-067.18-01-50.00-000	201.33
ED-05-067.18-01-49.00-000	201.33
ED-05-067.18-01-48.00-000	201.33
Total	$10,469.16

ED-05-067.18-01-66.00-000	278.69	Walker Woods Partners
Total	278.69	

ED-05-067.18-01-47.00-000	1,568.41	Milford Housing Dev. Corp.
ED-05-067.18-01-66.01-000	1,742.71	Milford Housing Dev. Corp.
	3,311.12	

Combined Total	14,058.97

Memorandum

Office of the City Manager
PO Box 475
Dover, DE 19903
Phone: (302) 736-7005
FAX: (302) 736-7002
E-mail: skoenig@dover.de.us

To: **Legislative, Finance & Administration Committee Members**

From: **Scott D. Koenig, P.E.**
City Manager

Date: **July 8, 2014**

Subject: **Disposal of Excess Property – Various Locations**

In 2013, City Council authorized the City Manager to dispose of excess property at various locations throughout the City of Dover. This memorandum serves as an update on the three (3) property authorized for disposal:

70 Mifflin Road – Habitat for Humanity originally offered to purchase the property for $10,000 on May 10, 2013. There was an agreed upon counteroffer on September 5, 2013 in the amount of $12,000. The sale of this property was officially completed on October 8, 2013. The lien amount for the property was $12,175.68 so the City of Dover will write off $175.68.

29 North Kirkwood Street - Habitat for Humanity originally offered to purchase the property for $5,000 on May 10, 2013. There was an agreed upon counteroffer on September 5, 2013 in the amount of $5,800. The official property transfer has not occurred as of this writing due to concerns about the deed description in the Sheriff's deed; however, the Assistant City Solicitor has indicated that the deed is consistent with the Kent County property records. We are waiting on an official response from Habitat for Humanity with a specific purchase date. If this purchase is not completed by September 30, 2014, the property will be offered through a public bid. The lien amount for the property was $16,511.12, so the City of Dover will write off $10,711.12 provided the transaction with Habitat for Humanity is completed.

299 College Road – The bid documents for the property have been completed and will be sent to the City's purchasing agent by July 11, 2014. Bids are to be received in August 2014 with the sale to be completed within 90 days. The lien amount is $17,870.26.

SDK/sdk