COUNCIL COMMITTEE OF THE WHOLE

The Council Committee of the Whole Meeting was held on December 13, 2016 at 6:00 p.m., with Council President Slavin presiding. Members of Council present were Mr. Anderson (arrived at 6:11 p.m.), Mr. Sudler, Mr. Neil, Mr. Cole, Mr. Hosfelt, and Mr. Hare. Mr. Lewis and Mr. Hutchison were absent. Mayor Christiansen was also absent. Civilian members present for their Committee meetings were Mr. Caldwell and Mrs. Horsey (*Parks, Recreation, and Community Enhancement*).

PARKS, RECREATION, AND COMMUNITY ENHANCEMENT COMMITTEE

The Parks, Recreation, and Community Enhancement Committee meeting was held with Chairman Sudler presiding.

AGENDA ADDITIONS/DELETIONS

Mr. Sudler moved for approval of the agenda, seconded by Mr. Neil and unanimously carried.

Addition of Bollard Lighting - Mallard Pond Park Trail

Mrs. Ann Marie Townshend, Director of Planning and Community Development, informed members that the City of Dover recently completed construction of the Mallard Pond Park multi-use path, which connects Marsh Creek Drive to North Caroline Place, in the Mallard Pond development. She advised that the City completed the path and installed playground equipment this year, noting that the concrete path came in under the original estimate. Mrs. Townshend explained that Community Transportation Funds (CTF) and Delaware Land and Water Conservation Trust Funds were used for the project and, to date, there was no City money spent on the project. She stated that the path is a critical link between Dover High School and housing developments, primarily Mallard Pond and some of the condominiums near Mallard Pond. Mrs. Townshend advised that these areas are not easily accessible from Kenton Road and Route 8; however, the path makes the high school accessible to these areas by foot.

Mrs. Townshend stated that, since there was money remaining in the budget and in the grant funds that had been secured for this project, staff would like to install bollard lighting along the path. She noted that this type of lighting was used to light the Capital City Trail on Martin Luther King, Jr. Boulevard, explaining that it is low lighting that should not interfere with neighboring residences. Mrs. Townshend explained that bollard lighting would be less intrusive than street lighting and improve the safety of the path, especially during the time of year when there could be kids going to and from the school in the dark. She advised that the Electric Department had put together an estimate of just under $20,000 for the lighting and noted that almost $29,000 in funding remained. She indicated that any unexpended Delaware Land and Water Conservation Trust Fund grant funds would go back to the State and CTF monies could be allocated to another project. Mrs. Townshend advised that there may still be funds remaining at the end of the project.

Staff recommended proceeding with the installation of bollard lighting along the Mallard Pond Park multi-use path.

Mrs. Horsey noted that 50-watt lighting was proposed and asked if this would be LED lighting or light bulbs. Responding, Mr. Scott Koenig, City Manager, stated that he did not believe there would be LED lighting. He noted that bollard lighting is similar to the lighting next to the Dover Public Library, which is not LED. Mr. Koenig advised that, if he recalled correctly, the lighting on the Capital City Trail was not LED and the estimate provided was without LED; however, he stated that clarification could be provided.

Mr. Sudler asked what the cost differential would be between LED versus non-LED lighting. In response, Mr. Koenig indicated that he did not know the difference in cost but could try to get the information before the next City Council meeting scheduled for January. He stated that he was unsure if LED lights could be put into the bollard lighting fixtures. Mr. Sudler requested that Mr. Koenig provide a cost differential and a determination regarding whether the fixtures would be compatible with LED.

Mr. Hare asked if this was use-it-or-lose-it money. Responding, Mrs. Townshend reiterated that unused grant allocation funds from the Delaware Land and Water Trust Fund would be returned to the State and unexpended CTF monies could be reallocated to another project.

Mr. Hosfelt moved to recommend proceeding with the installation of bollard lighting along the Mallard Pond Park multi-use path, as recommended by staff. The motion was seconded by Mr. Neil and unanimously carried.

Proposed Land Swap - Capitol Baptist Church/Mayfair Park

During their Regular meeting of August 22, 2016, Council approved the Council Committee of the Whole/Parks, Recreation, and Community Enhancement Committee's recommendation for approval of staff's recommendation to authorize the City Manager and other City staff to negotiate a proposed land swap which is mutually beneficial to the property owners and the City of Dover, including any necessary research and legal expenses necessary to determine the terms and conditions of a potential land swap that involves the public open space known as Mayfair Park with four (4) caveats, as follows: 1) that staff would come back and present at least three (3) alternatives on the proposed land swap that include maps and drawings; 2) that there would be commentary from the Parks and Recreation Department on what the potential effect would be on the future uses of the park for the land swap; 3) that it would include an estimate of costs, and a proposed cost sharing arrangement with the church would be identified, and 4) that staff was not authorized to expend any funds at this point without further approval.

Mr. Scott Koenig, City Manager, informed members that concerns about the uses of the Mayfair Park began approximately a year ago. He advised that basketball nets and goals were removed from the park by staff because the neighborhood felt they detracted from the neighborhood. Mr. Koenig reminded members that various discussions had been held with the Capitol Baptist Church regarding a potential land swap. Referring to the four (4) caveats that Council had established regarding this matter, Mr. Koenig stated that no money had been spent. He advised members that, based on previous discussions, the City's Geographical Information Systems (GIS) Department was able to develop maps by moving property lines reflecting four (4) potential land swap options. He indicated that a meeting was held with Capitol Baptist Church and Pastor Terri Moore on

Monday, November 7, 2016, and the potential impact of each option was discussed. Referring to the map entitled "Mayfair Park - Potential Land Swap: Option 1" ***(Attachment #1)***, Mr. Koenig stated that staff and the church felt that this option would have the least impact on new property owners. He reviewed the map, noting that two (2) residences currently front on Alder Road and back up to the park, and the park extends to the Capitol Baptist Church parking lot. Mr. Koenig stated that, according to this option, there would be a land swap of approximately 0.66 acres. He explained that the polygon outlined in red, located next to the church parking lot, would be transferred to Capitol Baptist Church and the rectangular section outlined in red to the north would be transferred to the City of Dover. Mr. Koenig stated advised members that this option would impact the property owner at 156 Blue Beach Drive.

Mr. Koenig explained that each of the other options would affect more landowners. Referring to the map entitled "Mayfair Park - Potential Land Swap: Option 2" ***(Attachment #2)***, he advised that Option 2 would take the City park away from the residents that front on Alder Road and impact two (2) additional residences on Blue Beach Drive. Mr. Koenig referred to the map entitled "Mayfair Park - Potential Land Swap: Option 3" ***(Attachment #3)***, explaining that, similarly to Option 2, Option 3 would give up some frontage property on Alder Road, noting that one (1) of those residences would no longer abut the City park but two (2) property owners on Blue Beach Drive would be impacted. Referring to the map entitled "Mayfair Park - Potential Land Swap: Option 4" ***(Attachment #4)***, he stated that under Option 4, the property owners on Alder Road would no longer abut the City park; however, five (5) properties along Blue Beach Drive would be affected. Mr. Koenig noted that this would also create an odd-shaped piece of land for the City.

Based on the conversation with the church during the meeting on November 7, 2016, Mr. Koenig indicated that both staff and the church representatives felt that Option 1 would be the best option to put before the Committee to receive comments. He stated that, since that meeting, Mrs. Ann Marie Townshend, Director of Planning and Community Development, had emailed the City's contact at the Department of Natural Resources and Environment Control (DNREC) regarding the park. Mr. Koenig reminded members that State and federal money had been used at some point to improve the park, and concurrence from the State was needed to modify the boundary of the park. He advised that staff had not yet received any feedback at this point from DNREC; therefore, this part of the equation had not been resolved.

Mr. Koenig stated that the purpose of this evening's meeting was to get feedback on the options and take public comment. He advised that some of the options had been shared with Mr. Hare, and Mr. Koenig stated that he believed that Mr. Hare had shared them with people in the neighborhood. Mr. Koenig also noted that Pastor Moore had indicated that the church had talked to people in the neighborhood. Mr. Koenig stated that costs related to the land transfer had not yet been discussed because staff was unsure if the City would be moving forward to the next step.

Staff recommended Option 1 if the City is going to pursue a potential land swap.

Responding to Mr. Neil regarding the types of costs that would be involved, Mr. Koenig explained that there would be legal costs for the preparation and recording of the deed for the property for the land swap. He also noted that there were currently park improvements on the piece of land adjacent

to the church property, and there was a question about whether those park improvements would need to be moved. Mr. Koenig advised that the City does not want to bear the cost to move those park improvements, but explained that there may be some other mechanism to transfer the value to the church. He noted that these types of discussions had not yet been held. Mr. Koenig reiterated that there would be real costs associated with the preparation of deeds and things like that, which Council had indicated staff should not pursue at the City's expense.

Referring to the map entitled "Mayfair Park - Potential Land Swap: Option 1," Mr. Hosfelt asked what land the City currently owned. In response, Mr. Koenig stated that the City owns several pieces of property in this area and identified them on the map.

Mr. Slavin referred to the map entitled "Mayfair Park - Potential Land Swap: Option 1" and asked who owned the small grassed area behind the church, noting that it did not appear in either of the polygons depicted. Responding, Mr. Koenig indicated that this small grassed area belonged to the church. Mr. Slavin asked if that area was a small in-holding of the church that was surrounded by park land and Mr. Koenig stated that it was, explaining that the church has an odd-shaped property. Mr. Slavin asked if all the properties on Blue Beach Drive were abutted by church property, and Mr. Koenig stated that they currently were.

In response to Mr. Slavin, Mrs. Townshend stated that the vacant church property is zoned R-10, One-Family Residence Zone. She noted that this zoning would allow for 10,000 s.f. lots, which would be approximately four (4) lots per acre. Mrs. Townshend advised that this was approximately nine (9) acres, which would theoretically allow for 36 lots if roads, etc., could be put in.

Mr. Sudler asked what the second option would be if Option 1 was not obtainable. Responding, Mr. Koenig advised that this had not been discussed; however, he would not recommend Option 4 because it would create an odd-shaped piece of land. He stated that Option 3 would probably be the next most attractive option because it would result in land that is closer to a square.

Mr. Slavin stated his understanding that this was proposed to be a fee-simple swap and the City would be the outright owner of the land that it would receive. Responding, Mr. Koenig stated that this was what had been discussed.

Mr. Slavin stated that there would be some low costs and it would just be a swap. He asked if, rather than having the City own fee-simple land, discussions had taken place about conservation easements on a bigger amount of property that would be declared unbuildable land, with underlying ownership by the church. Mr. Slavin explained that his thought was that the land would then be conserved, and the City could design it to be behind all of the houses on Blue Beach Drive to provide a buffer that could never be developed behind those houses. Responding, Mr. Koenig advised that staff had not discussed that option. Mr. Slavin noted that this would give the church, and perhaps the City, the option to use it as open space. He stated that, at the very least, it would give the residents comfort knowing that the property right behind them may not end up being housing in the future.

Mrs. Janice Sibbald, 144 Blue Beach Drive, stated that she had spoken during the August 9, 2016 Council Committee of the Whole/Parks, Recreation, and Community Enhancement Committee meeting when this was discussed and recalled that an easement was granted or offered to the church. She stated that this was not being mentioned now, and there was only talk of a land swap. Responding, Mrs. Townshend stated that she thought there had been some discussion about potential easements; however, the motion made by members did not address easements but a land swap, the effect it would have on recreation, and no expenditure of funds.

Mr. Sudler asked how an easement would impact staff's recommendation in regard to this matter. In response, Mrs. Townshend stated that it would depend on what that easement entails. She indicated that if the City proceeded with an easement instead of a land swap, it could affect the grant covenants because the land that is put under an easement would no longer be accessible for public recreation. Mrs. Townshend explained that, for instance, if a parking lot or drive aisle is placed on the land, it could end up complicating things with DNREC.

Mrs. Sibbald expressed her understanding from the August 9, 2016 meeting that the easement would be for two-way traffic to go back and forth from the property where the church is located to the vacant property that the church owns. She stated that traffic would cross the park, but the church would not own that land. Responding, Mr. Koenig stated that Mrs. Sibbald was correct. He recalled that there had been discussions as long as two (2) years ago when the church had indicated that they would potentially like to obtain an easement from the City of Dover to drive through the parking lot adjacent to the substation through a drive aisle to access the nine (9) acres of land, where they would potentially build some kind of building and a parking lot that would be associated with the church. He advised that the problem was that the area where the easement would most likely go was where the playground was currently located, which would potentially create a conflict with the playground. Mr. Koenig stated that, during the discussion at the Committee meetings, everybody felt that it may be a cleaner transaction if there was a swap of land that would better define the City's park, potentially give the City a better shape of land, and at the same time potentially transfer land to the church so they could proceed with future development that would enhance the community. He stated that there were discussions about this early on. Mr. Koenig advised that Mrs. Townshend was correct that if an easement was granted, there would be no exchange of land, and the easement would reduce the area of the park that the City could utilize for community purposes. He advised that granting an easement could have a negative effect on how the transaction is viewed from the State, as far as maintaining parkland, etc. Mr. Koenig indicated that the discussion had gravitated to a land swap, whereby the City would indicate to the State that the City would give up 0.66 acres of the park but replace it with another 0.66 acres, and the shape of the park would then be more appropriate for modern application and recreation.

Mr. Sudler asked if staff had looked at the impact of providing an easement from the Delaware Department of Transportation (DelDOT) or the entity that would approve this from the State. Responding, Mr. Koenig stated that if the City provided an easement, the only review required to his knowledge would be internal review of the drive aisle across City property. He explained that the development of the nine (9) acres, whether with a parking lot or a building, would most likely require Planning Commission review because of the land disturbance area. Mr. Koenig indicated that staff had not reviewed any associated costs. He stated that, in their discussion with church

representatives, staff had stated that if the City granted an easement, the costs to prepare the easement document and to build the drive aisle, etc., would be the church's costs. Mr. Koenig advised that this would become somewhat of a problem if the church were to improve the City's property. Although this sounded like a good idea on the surface, he explained that there would be issues of maintenance in perpetuity, and if someone was hurt on the property, there would be a question of who owns the property.

Mr. Koenig stated that if the City were to do a transaction, in his opinion a land swap would be a cleaner transaction. He indicated that there was discussion about the location of the playground equipment that is now near the church's area, the composition of the children in the area, and what it is that they want. Mr. Koenig advised that he did not know whether the playground should be moved, if there is even a need for this type of playground equipment in a revised park, or if, in the transaction, the City should decide to leave the equipment and plan for something new. He explained that this discussion had not yet been held.

Mrs. Sibbald, referring to the map entitled "Mayfair Park - Potential Land Swap: Option 1," stated that she was confused by the way the lines were drawn, explaining that she did not know why a yellow line was running through the park and a jagged line going up, as if there was an entrance to the park outlined in yellow. She advised that there was an entrance to the park next to the two (2) houses at the bottom that were adjacent to the church. In response, Mr. Koenig stated that he did not believe the lines were meant to indicate entrances but parcels, noting that the park currently exists on two (2) different parcels. Mrs. Sibbald stated that the park was one (1) whole, big piece. Responding, Mr. Koenig explained that legally there were two (2) parcels. Mrs. Sibbald stated that they could not be subdivided or held for anything else and asked for explanation. In response, Mrs. Townshend advised that the park is made up of two (2) parcels of land, one (1) on the corner outlined in yellow, and one (1) just north of it that extends to the playground. She explained that these two (2) separate parcels were part of the park, noting that this did not mean that it would be developed but that the two (2) parcels had never been combined into one (1). Mrs. Sibbald stated that the existing land use had always been a park and this would not change, and Mrs. Townshend indicated that this was correct. She stated that it appeared that at some point the land was divided into two (2) parcels, or possibly the northern parcel was added later, noting that it would be necessary to look at the history to make a determination. Mrs. Townshend reiterated that it was all one (1) park with two (2) different parcels.

Mr. Anderson asked if the Parks and Recreation Department had determined what type of use would best fit this particular park through discussions or a needs assessment. Responding, Mrs. Townshend indicated that staff had planned to hold a park planning workshop at the park during the summer; however, they decided to wait and see what happened with the land swap and then work with the neighbors to develop a park plan. She stated that it was clear that the City had not made any upgrades to the park, other than the playground equipment that was installed in 2005. Mrs. Townshend indicated that there was asphalt from the basketball courts, some goal posts, and a backstop, so people could use the park for pick-up activities; however, there was no manicured ballfield. She stated that the question was if the needs in that specific area had evolved. Mrs. Townshend explained that once the park boundary is determined, staff wants to have a

neighborhood park planning meeting to find out specifically what activity people would like to see at the park.

Mr. Anderson stated that it was an interesting conundrum that one (1) department wanted to know what was needed to effect the change and the other department wanted to know what the change would be to know the needs, and he asked how this would work out. In response, Mrs. Townshend stated that the park is a very odd shape, with a lot of property extending beyond the church that is shielded from public view, which had been part of the problem with the basketball court. Mrs. Townshend indicated that, regardless of what improvements are ultimately put in the park, reshaping the park could be a benefit to the community and could accommodate whatever types of amenities would be wanted in the park.

Mr. Anderson asked what the total acreage of the park was projected to be. Responding, Mr. Koenig stated that it would not change from its current size. Mrs. Townshend explained that the acreage would stay the same, since one (1) area would be changed for another. She estimated the total acreage at just under three (3) acres, noting that any amount that goes to the church would have an equal swap.

Mrs. Sibbald stated that, during the August 9, 2016 meeting, she provided photographs of signs on the church property that state no trespassing. She indicated that it was discussed that the City had found that the parking lot had been paved so that people would be able to access the park through the church property, and this was part of $1,500 that was paid to pave the church's parking lot. Mrs. Sibbald noted that the signs were still there and nothing had been done about it. She stated that there was talk about access to the park; however, there is no access as long as the church has signs up that state that people cannot walk or go through. Mrs. Sibbald indicated that the agreement stated that people could park in the church parking lot when they wanted to use the park; however, they had never been allowed to do so by the church. She stated that this had been presented in public at the meeting that she attended.

Mr. Koenig advised that Pastor Moore had indicated that, while this agreement was reflected in the minutes, he was unsure that it actually happened. Mr. Koenig explained that staff had not told the church to take the signs down because they wanted to have the discussion about the land swap. He explained that Pastor Moore had indicated that one (1) of the reasons for the signs being up was because the church had problems with residents at the apartment complexes using the church parking lot as overflow, or parking there for days and taking up the off-street parking. Mr. Koenig stated that he would defer to Pastor Moore, but Mr. Koenig believed that related conversations indicated that the church's position was not that they did not want people in the neighborhood coming to stay at the park for a few minutes with their kids, but they were having difficulty with people at the apartment complexes leaving cars and other items in their parking lot for many hours.

Mr. Caldwell recalled that during the August 9, 2016 meeting, there was discussion about illegal activities taking place in the park and questioned if this was still a concern. In response, Mr. Koenig stated his recollection that residents along Alder Road were concerned about activity in the park, specifically kids doing things related to the basketball courts and vandalism. He advised that he was unsure about what illegal activity was occurring; however, when there are isolated areas, a number

of different things can happen. Mr. Koenig stated that he would defer to Pastor Moore to provide a first-hand perspective regarding the activity that was occurring.

Mrs. Sibbald informed members that the basketball hoops were removed, the light had been turned off, and there had not been illegal activity going on there anymore. She advised that she had seen young children, probably around the ages of 10 to 12, playing soccer on the basketball court, which is still paved. Mrs. Sibbald indicated that there had not been any problems since the basketball hoops were taken down and this was not a valid complaint anymore. She stated that the discussion had been that if an easement was given to the church to cross over to their own property, the church would have to pay for moving the equipment. Mrs. Sibbald explained that if it was being stated that the City needed to do a land swap now because of illegal activity, there was no such activity.

Pastor Terri Moore, Capitol Baptist Church, advised that the reason that the no trespassing signs are at that location is because there are no entrances to the park there, noting that a fence runs all the way across and there is no way to get in. Referring to the map entitled "Mayfair Park - Potential Land Swap: Option 1," he indicated the location of the fence and the entrances to the park. Pastor Moore advised that the problem was that a lot of people from Clearfield Apartments would flood through the properties of the church and the two (2) adjacent houses on Alder Road to get to the basketball courts. He stated that these people had destroyed the fence many times and the church repaired it, noting that the church went in with the City to redo the fence several years ago and paid to make it higher, hoping that the individuals would use the entrance. Pastor Moore explained that this had not stopped these individuals, who had ripped open the fence and kicked the gate in, noting that much of this was because of the design of the property.

Pastor Moore stated that the church wants to work with, attract, and minister to the community and it would be odd to say that they would not allow people to do things. He explained that the no trespassing signs are there because the fence had been torn down, noting that the whole thing was torn down where the house is located next to the church. Pastor Moore advised that their gate had been kicked in and they had repaired the fence over and over again. He stated that the City had a problem with the activity, noting that the problem was twofold, the items in the park and also the shape of the park, explaining that its location was attracting the group to come through the way they were.

Pastor Moore explained that the land swap would be good for everyone and would help the church with their parking. He noted that a redesign would solve the problems of trespassing through everybody's property, since the individuals accessing the park would go a different way, which would curb the activity. Pastor Moore indicated that there had never been any longstanding agreement with the City about letting people park at the church, stating that people had parked there and the church understood this. Pastor Moore advised that the fence was the problem, since one cannot get to the park where the fence is located.

Pastor Moore provided a copy of a statement that Mrs. Sunny Schmidt, 375 Alder Road, asked him to submit on her behalf ***(Attachment #5)***. He stated that Mrs. Schmidt resides two (2) houses over from the church, had wanted to be present, and was in favor of the land swap.

Mr. Neil asked if Pastor Moore believed that Option 1 was the strongest option for the church. Responding, Pastor Moore stated that he thought it was best for the community. He indicated that his first thought would be to go straight up to make the park square; however, the church wanted the situation to be good for the community as well and to be good neighbors. Pastor Moore stated that the church felt that the best way would interfere the least with anyone, and Option 1 would not affect anyone that was not already affected. Referring to the map entitled "Mayfair Park - Potential Land Swap: Option 1," he explained that the park was already along the side and part of the back of the property belonging to the house at 156 Blue Beach Drive, and Option 1 would increase that. Pastor Moore noted that the two (2) houses on Alder Road already had the park behind them, so they would not be affected. He stated that there would certainly be other designs that would benefit the church; however, the church wanted everyone to be happy and felt that working together would solve the problems of the park and the activity there, as well as the church's parking problem. Pastor Moore advised that Option 1 would help the church and the City, noting that the church currently has two (2) services on Sunday and people have to park on the street. He indicated that proceeding with this approach would remove parking on the street during service times and allow the church to increase their parking lot, noting that they must see what the agreement and design would be before moving forward.

Ms. Sandy Kinkus, 365 Fiddler's Green, asked Pastor Moore when parking is an issue, other than Sunday. Responding, Pastor Moore advised that they have a lot of things going on, including Sunday services, Wednesday services, and special meetings throughout the week. Ms. Kinkus asked if the church definitely wanted to use this property as a parking lot. Responding, Pastor Moore indicated that the church did not know exactly what they would be doing yet or the design and noted that the church owns other land there as well.

Ms. Kinkus stated her understanding that the City could not make plans until there is a land swap and asked if it had been established that a land swap would be legal. In response, Mrs. Townshend advised that, because of the grant covenants, the land cannot be removed from outdoor recreation and would have to be replaced with an equivalent. She stated the need to go through DNREC to determine if any of the proposed alternatives would be considered an equivalent. Mrs. Townshend indicated that, in preliminary discussions when this issue first came up, DNREC had stated that a land swap would be less rigorous than reducing the size of the park and trying to replace it elsewhere.

Mr. Sudler expressed his understanding that the land swap could be considered equivalent, but had not been deemed as equivalent. In response, Mr. Slavin stated that he was dealing with a similar issue in Delaware City in his State job, and that a swap must be the same amount acre for acre, and also the same quality of land. He advised that land could not be taken out of active recreation and open space and swapped for an identical amount of land that is wetlands and inaccessible, and Mrs. Townshend concurred. In regard to the City's current discussion, Mr. Slavin indicated that the land parcels are adjacent to each other which is the easiest type of swap that can be done under these covenants. Mrs. Townshend indicated that she did not see any issues that would prevent a swap from going forward; however, she advised that the City needed to be sure to follow the process through the State.

Ms. Kinkus stated her understanding that the City would not incur any expense; however, she noted that cost-sharing had been mentioned and asked what this meant. Responding, Mr. Koenig explained that cost-sharing had been part of the overall motion that was made during the August 9, 2016 meeting and approved by Council on August 22, 2016; however, there was no commitment of funds on behalf of the City. He advised that this would be the next step in the process, noting that the City was not even close to being done. Mr. Koenig stated that the question about cost-sharing would be whether there is a benefit to the City in sharing the cost of a fence or something else in the future, noting that this had not yet been discussed. He explained that staff was trying to react to the different concerns of residents who abut the existing park and the facilities that had been constructed in that park that they were not happy with, as well as the church entity that had expressed interest in a potential land swap. Mr. Koenig indicated that staff was trying to present alternatives to the Council and Committee that may add value to the overall community. He stated that the City may end up not selecting any of the options and leaving everything as is, or choosing one of the options to move forward with and evaluate further. Mr. Koenig reiterated that there was clear direction from Council that they did not want staff to spend any money up to this point, and staff had not done so.

Ms. Kinkus stated that the City wants to develop the park but cannot until the land swap issue is settled, because it is not known which parcel of land will be swapped. She indicated that her first impression was that Pastor Moore wanted the piece of property for a parking lot; however, she now understood that the church did not know what they wanted to do with the property. Ms. Kinkus stated that if the church wanted the piece of property, there had to be a plan in mind which she thought needed to be made clear before doing the swap. She noted that there may be zoning, conservation, and water runoff issues. Ms. Kinkus suggested that if the City and church were going to move forward, there should be a committee made up of the residents in the area and Pastor Moore to be clear about what the church would do with the piece of land. She advised that, as far as the park is concerned, she has some ideas that she would like to present at a later date, noting that this all seemed very foggy to her at this point.

Mr. Sudler asked Pastor Moore if, after hearing some of the concerns, he was willing to sit down with residents and come up with a clear plan of action in regard to the property. Responding, Pastor Moore stated that he would be happy to discuss it; however, he explained that the truth was that the church already owns nine (9) acres there and would or would not develop it regardless. Pastor Moore noted that just a little strip of land was being discussed and they were open to any type of discussions with the community. He indicated that it seemed that Ms. Kinkus was trying to put the cart before the horse, noting that the church knew some of the things that were possibilities; however, it would depend on what happens with the land. Pastor Moore explained that the church did not have a grand plan awaiting and noted that they are a non-profit organization and do not have millions of dollars in the bank, and anything they would do would take years. He advised that if the church develops the land, they would come to the Council Chambers again, and the City could decide whether or not they want something there. Pastor Moore stated that these subjects should be addressed at that time, rather than before dealing with the land swap, noting that the church does not know what could be done without the swap happening first.

Mr. Hare asked why Pastor Moore wanted the land. In response, Pastor Moore advised that the church has two (2) pieces of property that are not connected. Mr. Hare asked if the piece of land

could be cut down and if the tip of it, one-third or perhaps 0.22 acres, could be swapped with the City for 0.22 acres. He explained that the church would then have the land in the corner where the playground equipment is located and would have full access to their other land. Responding, Pastor Moore indicated that this would limit options for the park, stating that there is a small strip there to do what the City wants to do. Mr. Hare advised that it would not limit the park any more than it is now. Pastor Moore expressed his understanding that this was why the City was trying to change the situation. Mr. Hare advised that the City was not trying to change it, but the church was proposing that the City change it. Pastor Moore stated his understanding that this was a mutual problem that the City and the church were trying to solve together. He noted that the church was landlocked, and this would help them; however, there were also a lot of problems with the park that had prompted these meetings. Pastor Moore stated that what was in the park and its design were problems, and moving and redesigning it would help the problems of the park and the church at the same time, and this was why he felt this would be a good solution for everyone and was the way to go.

Mr. Hare indicated that the problems with basketball had been alleviated since late April or early May when the equipment was taken down, noting that he and Mr. Slavin had been over there. Responding, Pastor Moore stated that people were still climbing the fence to get to the park. Mr. Hare noted that the basketball hoops where there were drug dealers had been cleared.

Mr. Simon Lowe, 140 Blue Beach Drive, stated that of the proposals he had seen, he liked Option 1, which would have the least impact. He noted that his wife concurred with this but was unable to be present. Mr. Lowe advised that he liked this option because it was the church's property and they could build whatever the City authorized, and it would also impact the least amount of property owners. Mr. Lowe stated that Option 1 would not impact his property, which was the fifth property. In regard to the park, he stated that he had more issues with kids and parents playing in the street than playing in the park. Mr. Lowe advised members that he would like to hear what the plan is for the park. He stated that the biggest problem is kids playing at the intersection and people zooming down Blue Beach Drive, noting that the stop signs serve no purpose other than places for the kids to play.

Ms. Susan Murphy, 116 Blue Beach Drive, stated that she was in favor of the land swap and agreed that Option 1 seemed best. She stated that she had been a resident on Blue Beach Drive for 14 years and had never cared for the way that the park is. Ms. Murphy noted that there is a playground right next to an electrical substation and although it was fenced in, it was not welcoming to the community. She stated that she felt it would benefit the community much more to have the land swap, a much more defined square shape, and a more community-friendly setting.

Ms. Sibbald stated that she wanted to make a comment that she had made in August. She explained that there are two (2) entrances through the gate and through the fence on the church property to the park, noting that the church had been using that park for a playground since they put their school in. Ms. Sibbald stated that the church was allowed to have a church and a school because of the park, since they did not have any room for a playground and they were using the park for a playground. She indicated that the church uses two (2) entrances and exits to go back and forth with the children into the park and she did not know why it was just stated that there were no entrances there.

Ms. Sibbald stated that this entrance was what the public was using when they would walk through the church property. Responding, Pastor Moore advised that this was not a public entrance, and when the church went in with the City to rebuild the fence and paid for the second half, they also paid to put the gate in because they do use it as a park, noting that it is a park to be used. He stated that this was not a public entrance and there was only one (1) gate there for the kids from the church to go in. At the request of Mr. Sudler, Pastor Moore referred to the map entitled "Mayfair Park - Potential Land Swap: Option 1," and identified the gate, noting that there was six-foot fencing that dropped to four (4) feet.

Ms. Elaine Kesselring, 1315 New Burton Road, stated that she was in favor of Option 1. She noted that everyone had said that she does not live on that street; however, she can see everything that is happening, the park, and the property because it is wide open. Ms. Kesselring indicated that the field was the only thing between her and the church. She stated that she did not think that she would like to have the church landlocked, although she believed that it currently was. Ms. Kesselring explained that the church does not have access to their property for a parking lot, or if they want to build, etc. She stated that the only way to preclude anything happening in your backyard is to own the property.

Mr. Sam Knickerbocker, 943 Buck Drive, stated that he was in favor of the land swap and Option 1, which he thought benefitted both the church and the community for the park. He indicated that he has three (3) kids and thought it was an interesting area of the park. Mr. Knickerbocker noted that the church had been in Dover for 50 years and 40 years in that location. He stated that he is an attender of the church and several hundreds of people also attend. Mr. Knickerbocker advised that being in a landlocked position is detrimental not only to the church, but also to the community, because of all that takes place on the streets when there are events and activities. He noted that he knew there were a lot of legal issues and things that would have to be dealt with, as far as whether there would be a land swap or something else that would take place. Mr. Knickerbocker indicated that the most important question was whether this answer would help the community and also the church, and he stated that he thought it would benefit everyone.

Noting that this had nothing to do with the park, Mr. Neil stated that he was the producer of the 300th anniversary show honoring the City of Dover on May 7, 2017 and extended a personal invitation to Pastor Moore to have a group participate and perform on stage at this event. He asked Pastor Moore to contact him.

Mr. Neil stated that he was unsure if members were ready at this point to take any specific action, noting that if they indicate that they will move ahead with Option 1, there is still a lot of work to do. He stated that other agencies must be contacted to find out what must happen and details must be worked out, such as the costs and how it would move forward. Mr. Neil suggested making a motion to continue on the basis of Option 1 being favored, but to come back with a further report on the details of how the City would be able to do this.

Mr. Neil moved to recommend moving ahead with the process using Option 1 and coming back with a report at a later meeting, seconded by Mr. Anderson.

Mr. Hare suggested an addition to the motion, stating that he did not want the impression out there that members were the ones who wanted this, noting that this was not something the City was actively wanting to get done. He stated that he did not think that any City expense should be involved and any expenses should be incurred by the church, noting that it would be a bigger benefit for the church than for the City.

Responding to Mr. Sudler, Mr. Neil stated that he was receptive to a friendly amendment to the motion. Mr. Anderson stated that, as the seconder, he would agree to the motion since it is all part of the negotiation and he thought it was a good starting point.

Mr. Sudler requested the City Clerk to restate the motion and the friendly amendment to the motion for the record. Responding, Mrs. Traci McDowell, City Clerk, advised that the motion was to recommend moving ahead with the process using Option 1, that staff come back to the Committee with details at a later meeting, and that any expenses shall be incurred by the church.

Mr. Slavin noted that none of this would signify Council's approval for any action at this time, but would simply move the process further along. He supported, promoted, and encouraged the church and the neighbors to communicate the best they can on this issue. Mr. Slavin stated that he thought that members were missing a level of understanding and what the benefits would be to the church and the community, noting that in some ways he thought that it was a win-win for the community and the church.

Mr. Sudler echoed Mr. Slavin's comments, stating that the community and the church had a lot of questions and they should talk and try to work out a clear understanding of what would take place. He suggested that they may agree or agree to disagree. Mr. Sudler stated that members were trying to make sure that all City constituents are served and that there is a clear understanding.

Mr. Anderson stated that members had heard from five (5) people, an overwhelming number, who were in favor of Option 1 for various reasons. He asked what the essence was of the letter from Mrs. Schmidt (Attachment #5) and if it supported a particular option or the concept in general. As requested by Mr. Sudler, Mrs. McDowell read the correspondence from Mrs. Sunny O. Schmidt, dated December 13, 2016, into the record.

The motion to recommend moving ahead with the process using Option 1, that staff come back to the Committee with details at a later meeting, and that any expenses shall be incurred by the church unanimously carried.

Mr. Neil moved for adjournment of the Parks, Recreation, and Community Enhancement Committee meeting. The motion was seconded by Mr. Cole and unanimously carried.

Mr. Hosfelt moved for adjournment of the Council Committee of the Whole meeting. The motion was seconded by Mr. Anderson and unanimously carried.

Meeting adjourned at 7:12 p.m.

Timothy A. Slavin
Council President

TAS/TM/js/dd
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Attachments
Attachment #1 - Mayfair Park - Potential Land Swap: Option 1
Attachment #2 - Mayfair Park - Potential Land Swap: Option 2
Attachment #3 - Mayfair Park - Potential Land Swap: Option 3
Attachment #4 - Mayfair Park - Potential Land Swap: Option 4
Attachment #5 - Correspondence from Mrs. Sunny O. Schmidt, dated December 13, 2016

Mayfair Park

Potential Land Swap: Option 1



0 75 150 300 Feet

N

Date Printed: August 31, 2016
File: m:\gis_data\projects\tech_mxds
\planning_maps\mayfair_park_land_swap
\option_1
Department: Public Works GIS
City of Dover, Delaware

Legend
Dover Parcels
Lands to be Exchanged
Option 1

Mayfair Park

Potential Land Swap: Option 2



0 75 150 300 Feet

N

Date Printed: August 31, 2016
File: m:\gis_data\projects\tech_mxds
\planning_maps\mayfair_park_land_swap
\option_2
Department: Public Works GIS
City of Dover, Delaware

Legend
Dover Parcels
Lands to be Exchanged
Option 2

Mayfair Park

Potential Land Swap: Option 3



0 75 150 300 Feet

N

Date Printed: August 31, 2016
File: m:\gis_data\projects\tech_mxds
\planning_maps\mayfair_park_land_swap
\option_3
Department: Public Works GIS
City of Dover, Delaware

Legend
Dover Parcels
Lands to be Exchanged
Option 3

Mayfair Park

Potential Land Swap: Option 4



0 75 150 300 Feet

N

Date Printed: August 31, 2016
File: m:\gis_data\projects\tech_mxds
\planning_maps\mayfair_park_land_swap
\option_1
Department: Public Works GIS
City of Dover, Delaware

Legend
Dover Parcels
Lands to be Exchanged
Option 4

December 13, 2016,

Dear Councilmen, Planning & Community Development, and Pastor Moore:

We are unable to attend this evening's council meeting, but wanted to be sure our thoughts were expressed in the repurposing of Mayfair Park located behind and beside our property at 375 Alder Road, Dover, DE 19904.

Since the removal of the park's basketball hoops, our quality of living has increased 110%. We are able to enjoy our home, our yard, and our neighborhood for the first time in 13 years. Mr. Schmidt and I have been able to have company over, Barbeque in our back yard, have a fire in our fire pit on cool evenings and hear nothing but the sound of the fire. Before the removal of the basketball courts we could not go into our back yard without hearing severe cursing, racial epithets, and being threatened. For the first time in 13 years, we have not been woken at all hours of the night by basketballs bouncing, yelling, and loud music. For the first time, we remodeled our home and want to stay in Mayfair instead of rent our home just to get away from the undesirable activities at Mayfair Park.

With that said, we feel perfectly comfortable with any of the design options that the Planning & Community Development and the Church have been working on. We have seen all four designs, and are confident that whichever option best suits the Church will suit us just as well.

The only concern we have is with sporting equipment going back in place at the park, and losing our nice quiet park again, to people who cannot obey the park hours or respect the park property. I would just ask that going forth, the Planning & Community Development consider making the park a natural area (like the one at the end of Blue Beach) with no playground, sporting, or recreational equipment of any kind that could draw attendees at unwanted hours. There is a recreation facility less than a mile down the road that meets the needs of the community and is within walking distance, thus there is no need for playground, sporting equipment, or recreational equipment of any kind in the residential area of Mayfair Park.

Additionally, I would also ask that the current broken equipment be removed, as it has not been used, to the best of my knowledge all summer. The basketball blacktop pad is cracked, collects water which breeds mosquitos, and is an eye sore to the community. The baseball backstop is rusted, holes torn into it, and is not utilized any longer by little league children or even neighborhood children in several years. There are also old volley ball poles, and one football goal post, that has seen better days, which has not been used in many years. Last, the broken fence could be removed to give the park a new natural nice place to walk your dogs or sit and read a book under a shade tree.

I would like to thank you for listening to the needs of the home owners whose property lines touch either the Church property or the park property and consider the impact on those home owners. I would also ask that you only consider those home owners, who would be directly impacted, and not those whose properties are not directly affected by the repurposing of Mayfair Park.

Sincerely,



Sunny O. Schmidt