COUNCIL COMMITTEE OF THE WHOLE
AGENDA

JUNE 14, 2016 - 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.

PARKS, RECREATION, AND COMMUNITY ENHANCEMENT COMMITTEE

(MEETING WILL CONVENE AT 6:00 P.M. AND WILL NOT EXCEED 45 MINUTES IN LENGTH)

AGENDA ADDITIONS/DELETIONS

1. **PROGRAM PRESENTATION - FIRST STATE COMMUNITY ACTION AGENCY**
   (COMMITTEE ACTION NOT REQUIRED)

2. **UPDATE - RESIDENTIAL APPEAL PROCESS AND NON-COMPLIANT/NON-CONFORMING USES**
   (COMMITTEE ACTION NOT REQUIRED)

3. **CITIZEN SUGGESTIONS**
   (COMMITTEE ACTION NOT REQUIRED)

4. **ADJOURNMENT OF PARKS, RECREATION, AND COMMUNITY ENHANCEMENT COMMITTEE MEETING**

UTILITY COMMITTEE

(MEETING WILL CONVENE UPON ADJOURNMENT OF THE PARKS, RECREATION, AND COMMUNITY ENHANCEMENT COMMITTEE MEETING AND WILL NOT EXCEED 45 MINUTES IN LENGTH)

AGENDA ADDITIONS/DELETIONS

1. **DIFFERENTIAL DISPOSAL FEE AGREEMENT - DELAWARE SOLID WASTE AUTHORITY**
   (STAFF RECOMMENDS AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROPOSED DIFFERENTIAL DISPOSAL FEE AGREEMENT WITH THE DELAWARE SOLID WASTE AUTHORITY (DSWA) TO PROVIDE MUNICIPAL SOLID WASTE DISPOSAL SERVICE FOR THE CITY OF DOVER FROM JULY 1, 2016 THROUGH JUNE 30, 2021 AT THE RATES SET FORTH IN THE AGREEMENT)

2. **QUARTERLY REVIEW OF UTILITY RELATED CAPITAL INVESTMENT PLAN (CIP) (ELECTRIC AND WATER/WASTEWATER) (**JANUARY, FEBRUARY, AND MARCH)
   (COMMITTEE ACTION NOT REQUIRED)

UTILITY COMMITTEE (CONTINUED)

3. **UPDATES**
   (COMMITTEE ACTION NOT REQUIRED ON THE BELOW ITEMS)
   - **A. GREEN ENERGY FUNDING AND PROGRAMMING**
   - **B. NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) MUNICIPAL SEPARATE STORM SEWER SYSTEMS (MS4) PERMIT**

4. **ADJOURNMENT OF UTILITY COMMITTEE MEETING**

LEGISLATIVE, FINANCE, AND ADMINISTRATION COMMITTEE

(MEETING WILL CONVENE UPON ADJOURNMENT OF THE UTILITY COMMITTEE MEETING AND WILL NOT EXCEED 45 MINUTES IN LENGTH)

AGENDA ADDITIONS/DELETIONS

1. **KENT COUNTY SECONDARY INTENSIVE LEARNING CENTER SCHOOL RESOURCE OFFICER (SRO) MEMORANDUM OF AGREEMENT (MOA)**
   (STAFF RECOMMENDS AUTHORIZING THE CHIEF OF POLICE TO NEGOTIATE AND SIGN THE FINAL MEMORANDUM OF AGREEMENT (MOA) FOR THE PLACEMENT OF A SCHOOL RESOURCE OFFICER (SRO) AT THE KENT COUNTY SECONDARY INTENSIVE LEARNING CENTER SITE FOR THE NEXT THREE (3) YEARS (FY-2017, FY-2018 AND FY-2019))

2. **DISPOSITION OF EXCESS PROPERTY - 29 SOUTH GOVERNORS AVENUE AND 749 WEST NORTH STREET**
   (DURING THEIR REGULAR MEETING OF JULY 13, 2015, COUNCIL APPROVED THE LEGISLATIVE, FINANCE, AND ADMINISTRATION COMMITTEE'S RECOMMENDATION OF JUNE 22, 2015 THAT THE PROPERTIES LOCATED AT 749 WEST NORTH STREET AND 29 SOUTH GOVERNORS AVENUE BE DESIGNATED TO BE SOLD AND DETERMINED TO BE EXCESS PROPERTY, AND THAT THE CITY MANAGER BE AUTHORIZED TO DISPOSE OF THE SUBJECT PROPERTIES USING THE "STANDARD METHOD OF DISPOSITION.") (STAFF RECOMMENDS AUTHORIZING THE CITY MANAGER TO ACCEPT THE OFFERS FROM MAUTISTE INVESTMENT GROUP IN THE AMOUNT OF $8,000 FOR 29 SOUTH GOVERNORS AVENUE AND $18,000 FOR 749 WEST NORTH STREET AND WRITE-OFF THE REMAINING EXPENSES AND CHARGES IN THE COMBINED AMOUNT OF $17,718.35 FOR THESE PROPERTIES)

3. **DISCUSSION - TAX ACCOUNT DELINQUENCY LISTING**

4. **WHATCOAT VILLAGE REVITALIZATION PAYMENT-IN-LIEU OF TAXES (PILOT)**
   (STAFF RECOMMENDS AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A FINAL AGREEMENT WITH WHATCOAT COMMUNITY DEVELOPMENT, INC. REGARDING A PROPOSED PILOT AGREEMENT FOR WHATCOAT VILLAGE LOCATED AT 992 WHATCOAT VILLAGE DRIVE)

5. **EVALUATION OF REQUESTS FOR PROPOSALS**
   - **A. COLLECTION AGENCY SERVICES**
     (STAFF REQUESTS AUTHORIZATION TO NEGOTIATE AND SIGN A FINAL AGREEMENT WITH SIMM ASSOCIATES, INC. FEES ARE BASED ON A PERCENTAGE OF REVENUE COLLECTED.)
   - **B. HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) MAINTENANCE AND REPAIR**
     (STAFF RECOMMENDS AWARDING A THREE (3) YEAR CONTRACT WITH THE OPTION FOR TWO (2) ONE (1) YEAR EXTENSIONS TO A.A. DUCKETT, INC. AS PER THE PROPOSAL SUBMITTED IN RESPONSE TO RFP #16-0040PW)

LEGISLATIVE, FINANCE, AND ADMINISTRATION COMMITTEE (CONTINUED)

6. **RECOMMENDATION OF GENERAL EMPLOYEE PENSION BOARD - CONSIDERATION OF A RETIREE COST OF LIVING ALLOWANCE (COLA)**

7. **PROPOSED ORDINANCE #2016-16 AMENDING CHAPTER 22 - BUILDING AND BUILDING REGULATIONS; CHAPTER 26 - BUSINESSES; CHAPTER 50 - FLOODS; CHAPTER 66 - MANUFACTURED HOMES AND TRAILERS; CHAPTER 102 - TAXATION; CHAPTER 106 - TRAFFIC AND VEHICLES; CHAPTER 110 - UTILITIES; APPENDIX B - ZONING, ARTICLES 2, 3, 4, 5, 6, 7, AND 12; AND APPENDIX F - FEES AND FINES (SPONSORS: NEIL, SLAVIN, AND COLE)**
   (STAFF RECOMMENDS ADOPTION OF PROPOSED ORDINANCE #2016-16)

8. **ADJOURNMENT OF LEGISLATIVE, FINANCE, AND ADMINISTRATION COMMITTEE MEETING**

ADJOURNMENT OF COUNCIL COMMITTEE OF THE WHOLE MEETING

/TM
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THE AGENDA ITEMS AS LISTED MAY NOT BE CONSIDERED IN SEQUENCE. PURSUANT TO 29 DEL. C. §10004(E)(2), THIS AGENDA IS SUBJECT TO CHANGE TO INCLUDE THE ADDITION OR THE DELETION OF ITEMS, INCLUDING EXECUTIVE SESSIONS, WHICH ARISE AT THE TIME OF THE MEETING.

FirstState
Community Action Agency
People Helping People Build Community

City of Dover Council Briefing – June 13, 2016

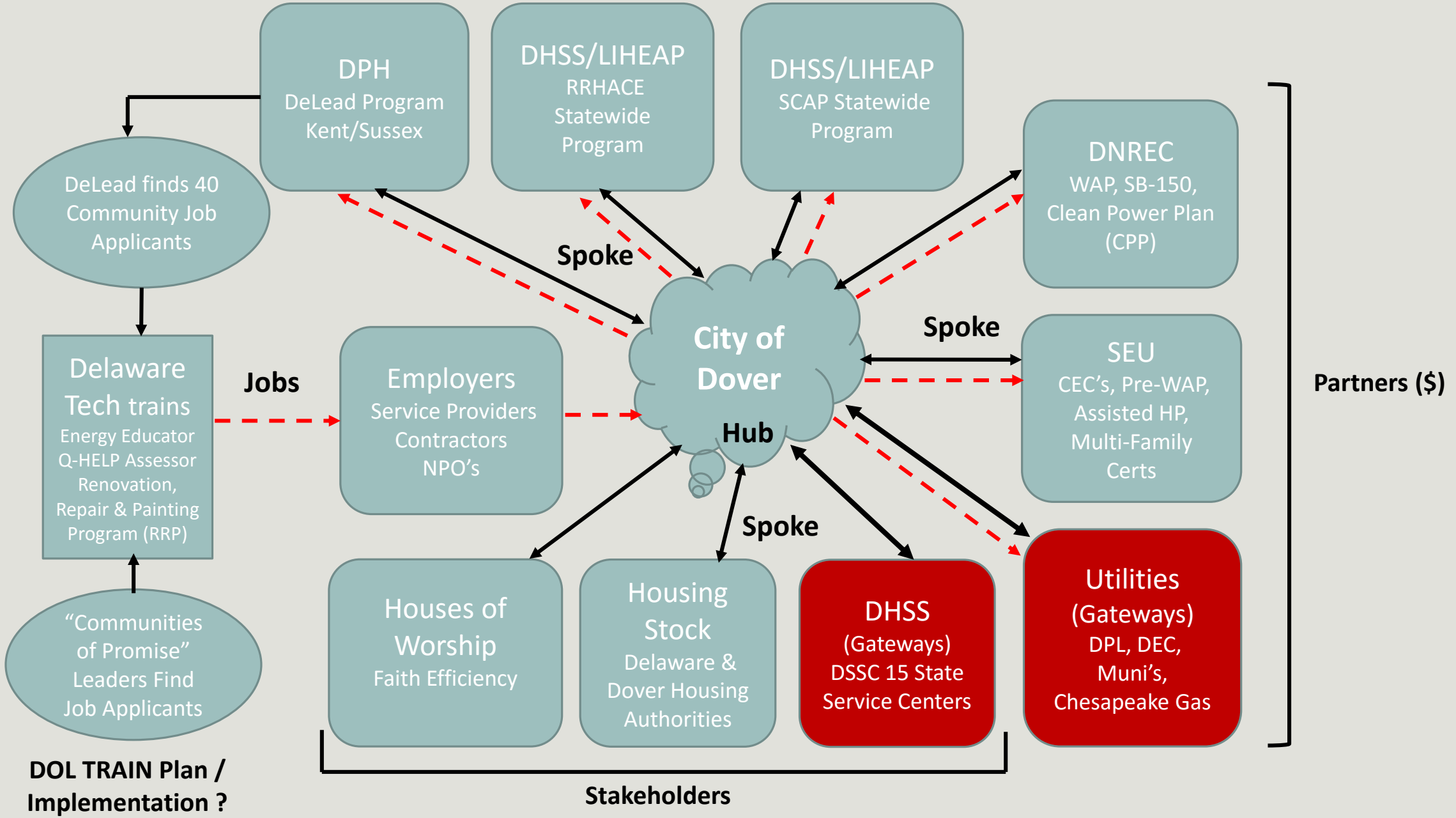
Background: *50 years of empowering people … Changing Lives (since 1965). Statewide Community Action Agency with Offices in each County*

- **Family Resource Programs** – Comprehensive Case Management, Delaware State Rental Assistance, Promoting Safe & Stable Families, Emergency Services
- **Community Services** –Strong Communities, Summer Youth Employment Program, La Casita Outreach, Delaware Prevention Coalition Program, Community-Based Afterschool Programs
- **Housing & Financial Literacy** – Comprehensive Housing Counselling
- **Employment Training & Senior Programs** – Senior Community Services Employment, Senior Companions, Adult Culinary Arts Training, Now We're Cooking Vocational Foodservice, Summer Youth Employment Program
- **H.E.L.P.** (**H**ealthy Home, **E**nergy Efficiency, **L**ead Safe, **P**eople Centric) Program – Lead Based Paint Hazard Reduction (**DeLead)** Program, Summer Cooling Assistance Program (**SCAP**), Replace Repair Heaters and Conserve Energy (**RRHACE**) Program, Today's Reinvestment Around Industry Needs (**TRAIN**)

FirstState Community Action Agency
People Helping People Build Community

H.E.L.P. Program

1. DPH Lead Paint Hazard Reduction (**DeLead**) – Was 7 targeted Zip Codes in Kent & Sussex County, 3 Year Period of Performance ends 11-30-17. Now all of Kent & Sussex County
   a. Benchmarks – 350 Risk Assessments, 250 Completed Homes, 160 Healthy Home Repairs, 40 Community members trained
2. LIHEAP Summer Cooling Assistance Program **(SCAP**) – Statewide, Base Year + 4 Option Years
   a. Benchmarks – 650 air conditioners & 659 Energy Conservation Kits (EcoKit) installed with client education provided
3. LIHEAP Replace Repair Heaters & Conserve Energy (**RRHACE**) – Statewide, Base Year + 4 Option Years
   a. Benchmarks – 250 Replacements, 200 Repairs, 81 Healthy Home Interventions, 200 clients educated,
   b. Data Tracking System Built & Evaluation Process Established by Apprise Analytical Research Firm
   c. Energy Educator Labor Category fulfilled, Pro-type Community Energy Center Established
4. DOL Today's Reinvestment around Industry Needs (**TRAIN**) – Phase 1 to develop a Training Plan by 5-31-16, Phase 2 Implementation starting July 1, 2016
   a. Create two credentialed positions titled "Q(Quick)-HELP" Assessor and "Energy Educator"
   b. DelTec Training Provider, DHA Housing Stock Provider, SEU CEC Initiative, Energy Efficiency Legislation (SB-150) & Exelon Merger Funding Sources to create JOBS



H.E.L.P - HUB & SPOKE SERVICE DELIVERY MODEL

H.E.L.P. Program

City of Dover Support - How?

(1) **DeLead Collaboration Plan** – Identify eligible housing stock and elementary school children with elevated blood levels (EBL's) and effectively use HELP resources to remediate the problem

(2) **SCAP Collaboration Plan** – promote community awareness so HELP resources can perform intake and install window mounted air conditioners for vulnerable citizens of the City of Dover

(3) **RRHACE Collaboration Plan** – Identify owner occupied no heat & healthy home deficiencies and effectively use HELP resources to resolve the problem

(4) **TRAIN Collaboration Plan** – collectively own and execute the HELP Training and Implementation Plan funded by DOL/DET and create City of Dover jobs using "Communities of Promise" members to improve quality of life and provide a sustainable pathway toward self-sufficiency.

ACTION FORM

PROCEEDING: Utility Committee	**AGENDA ITEM NO.:**
DEPARTMENT OF ORIGIN: Public Works	**DATE SUBMITTED**: 5/27/16
PREPARED BY: Sharon Duca, P.E., Public Works Director / City Engineer	
SUBJECT: Differential Disposal Fee Agreement – Delaware Solid Waste Authority (DSWA)	
REFERENCE: N/A	
RELATED PROJECT: N/A	
APPROVALS: City Manager, Controller	
EXHIBITS: Exhibit A – Current Differential Disposal Fee Agreement Exhibit B – Proposed Differential Disposal Fee Agreement	
EXPENDITURE REQUIRED: $773,500 EST. (FY 2017)	**AMOUNT BUDGETED**: $773,500 (FY 2017)
FUNDING SOURCE (Dept./Page in CIP & Budget): Department of Public Works Sanitation Division Annual Operating Budget (110-1800-555.30-31), FY 2016 line item budget $922,300.	
TIME TABLE: Execute agreement following Council approval by June 30, 2016.	
RECOMMENDED ACTION: Authorize the City Manager to execute the proposed Differential Disposal Fee Agreement with the Delaware Solid Waste Authority (DSWA) to provide municipal solid waste disposal service for the City of Dover from July 1, 2016 through June 30, 2021 at the rates set forth in the agreement.	

BACKGROUND AND ANALYSIS

On June 12, 2013, the City of Dover entered into a formal agreement, known as the Differential Disposal Fee Agreement, with the DSWA. This agreement expires on June 30, 2016. The agreement set the disposal rate for municipal solid waste and dry waste at $77.50 per ton in FY 2014, $79.00 per ton in FY 2015 and $80.50 per ton in FY 2016. These rates reflected a rebate of $8.00 per ton of solid waste and dry waste. The rebate, applied at the time fees were due, has yielded the following savings to date:

FISCAL YEAR	TOTAL PAYMENT	TOTAL TONNAGE	REBATE SAVINGS	TIME PERIOD
2014	$945,245.32	12,197	$97,576	12 months
2015	$925,220.35	11,712	$93,696	12 months
2016	$773,658.52	9,610	$76,880	10 months

The proposed agreement covers the period from July 1, 2016 through June 30, 2021 (FY 2017 – FY 2021) and sets a base rate of $85.00 for each ton of solid waste for the duration of the agreement. The agreement further establishes rebates to be paid in two (2) installments per fiscal year. These rebates will be paid on February 15th for the first half of the fiscal year and August 15th for the second half of the prior fiscal year. Based upon the current solid waste projections of 11,900 tons for FY 2017, the Department of Public Works anticipates the following impact on the Sanitation Division budget (a decrease over prior years):

FISCAL YEAR	PROJECTED TONNAGE	PROJECTED FEES	REBATE PER TON	PROJECTED REBATE	TOTAL PAYMENT	FY 2015 COMPARISON
2017	11,900	$1,011,500	$16.00	$190,400	$821,100	88.7%
2018	11,900	$1,011,500	$15.00	$178,500	$833,000	90.0%
2019	11,900	$1,011,500	$14.00	$166,600	$844,900	91.3%
2020	11,900	$1,011,500	$13.00	$154,700	$856,800	92.6%
2021	11,900	$1,011,500	$12.00	$142,800	$868,700	93.9%

Clerks office - Original
Sharon Duca - Copy
Donna Mitchell - Copy
File Copy

Exhibit A

RECEIVED
JUN 12 2013
DSWA

MUNICIPAL DISCOUNT DISPOSAL FEE AGREEMENT
(OPTION FOR REBATE OR DISCOUNT)

THIS AGREEMENT, entered into by and between the Delaware Solid Waste Authority ("Authority") and CITY OF DOVER, DE ("Customer"), made this 12th, of June, 2013.

WHEREAS, the Authority owns and operates facilities throughout the State of Delaware; and

WHEREAS, the Authority receives solid waste and dry waste at its facilities from various customers who collect and/or transport solid waste and dry waste generated in the State of Delaware; and

WHEREAS, for a municipality with accounts with the Authority which collect and transport the solid waste and dry waste generated within their municipal boundaries with their own equipment and labor force the Authority is willing to provide an option to such municipality which allows the municipality to choose to receive a rebate or a discount regarding payment of the specified base rates; and

WHEREAS, the Customer wishes to utilize the services of the Authority for the receipt and disposal of all Customer's solid waste and dry waste collected in the State of Delaware; and

WHEREAS, the Authority wishes to provide disposal services to Customer under this Agreement as an integral part of fulfilling its statutory responsibilities and satisfying its financial obligations.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, and other good and valuable consideration, the parties, intending to be legally bound, hereby agree as follows:

1. Customer shall, subject to the exceptions set forth in Paragraph 9 hereafter, deliver to Authority designated facilities all solid waste and dry waste generated in the State of Delaware which is collected and/or transported by Customer during the term of this Agreement.

2. Customer shall pay to the Authority:

   (a) a base rate of Eighty Five Dollars and Fifty Cents ($85.50) for each ton of solid waste and dry waste (excluding construction and demolition waste) delivered to the Authority designated facilities, during the period commencing July 1, 2013 and ending June 30, 2014;

   (b) a base rate of Eighty Seven Dollars ($87.00) for each ton of solid waste and dry waste (excluding construction and demolition waste) delivered to the Authority designated facilities, during the period commencing July 1, 2014 and ending June 30, 2015; and

   (c) a base rate of Eighty Eight Dollars and Fifty Cents ($88.50) for each ton of solid waste and dry waste (excluding construction and demolition waste) delivered to the Authority designated facilities, during the period commencing July 1, 2015 to June 30, 2016,

   (d) the base rates for construction and demolition waste shall be determined by the Authority from time to time for each Authority facility, provided that the Authority shall post the base rates and any changed base rates for construction and demolition waste applicable to its designated facilities at least ten (10) days in advance of the effective date of such base rates for the facility,

3. In the event the Authority establishes a general base rate for disposal of solid waste and dry waste below the base rates specified in Paragraph 2 above for the time periods indicated, Customer shall be entitled to such lower base rates while such lower base rates are in effect. Dry waste shall be as defined in the Regulations of the Delaware Solid Waste Authority and shall be delivered in separated loads free of any commingled municipal solid waste.

Construction and demolition waste shall mean the nonhazardous component of dry waste comprised of discarded materials from construction, renovation, restoration and demolition activities and projects. Construction and demolition waste shall be delivered in separated loads free of any commingled municipal solid waste or dry wastes from other sources. The delivery of yard waste to Authority facilities shall be subject to any limitations or prohibitions imposed by law, regulations and permit conditions, and any special restrictions or requirements imposed by the Authority.

4. The term of this Agreement shall be from July 1, 2013 or the execution date of this Agreement thereafter to June 30, 2016.

5. The following rebates shall be paid to Customer:

(a) a rebate of Eight Dollars ($8.00) shall be paid by the Authority to Customer for each ton of solid waste and dry waste (excluding construction and demolition waste) delivered to the Authority landfills; namely, the Northern Solid Waste Facility located at Cherry Island in Delaware, the Central Solid Waste Facility located at Sandtown in Delaware, and the Southern Solid Waste Facility located at Jones Crossroads in Delaware.

(b) a rebate of Four Dollars ($4.00) shall be paid by the Authority to Customer for each ton of solid waste and dry waste (excluding construction and demolition waste) delivered to the Authority transfer stations; namely, the Pine Tree Corner facility, the Milford facility, and the Route 5 facility.

(c) the rebates shall be paid for the following periods in which solid waste and/or dry waste (excluding construction and demolition waste) have been delivered:

(1) July 1, 2013 to June 30, 2014

(2) July 1, 2014 to June 30, 2015

(3) July 1, 2015 to June 30, 2016

6. The rebates set forth in Paragraph 5 above shall be paid to Customer by Authority within forty-five (45) days after the end of the applicable period or after full payment due has been made to the Authority by Customer for all services provided by the Authority, whichever is later, for the solid waste and dry waste (excluding construction and demolition waste) delivered by Customer during the applicable periods set forth in Paragraph 5 above; provided however, that (1) if Customer has not made full payment due for all services provided by the Authority within ninety (90) days of the end of the applicable period, then the entire rebate for the period shall be forfeited without offset for any amounts due from Customer, and (2) payment is conditioned on Customer's full compliance with the terms and conditions of this Agreement during the applicable rebate delivery period.

7. Notwithstanding the foregoing, any municipal Customer which owns and operates its own solid waste and dry waste collection system shall have the option under this Agreement to pay the following discounted rates for the periods indicated without receiving any rebates:

   (a) Seventy Seven Dollars and Fifty Cents ($77.50) for each ton of solid waste and dry waste (excluding construction and demolition waste) delivered to the Authority landfills; namely, the Northern Solid Waste Facility located at Cherry Island in Delaware, the Central Solid Waste Facility located at Sandtown in Delaware, and the Southern Solid Waste Facility located at Jones Crossroads in Delaware; and Eighty One Dollars and Fifty Cents ($81.50) for each ton of solid waste and dry waste (excluding construction and demolition waste) delivered to the Authority transfer stations, namely the Pine Tree Corner facility, the Milford facility, and the Route 5 facility, during the period commencing July 1, 2013 and ending June 30, 2014;

   (b) Seventy Nine Dollars ($79.00) for each ton of solid waste and dry waste (excluding construction and demolition waste) delivered to the Authority landfills; namely, the

Northern Solid Waste Facility located at Cherry Island in Delaware, the Central Solid Waste Facility located at Sandtown in Delaware, and the Southern Solid Waste Facility located at Jones Crossroads in Delaware; and Eighty Three Dollars ($83.00) for each ton of solid waste and dry waste (excluding construction and demolition waste) delivered to the Authority transfer stations, namely the Pine Tree Corner facility, the Milford facility, and the Route 5 facility, during the period commencing July 1, 2014 and ending June 30, 2015; and

(c) Eighty Dollars and Fifty Cents ($80.50) for each ton of solid waste and dry waste (excluding construction and demolition waste) delivered to the Authority landfills; namely, the Northern Solid Waste Facility located at Cherry Island in Delaware, the Central Solid Waste Facility located at Sandtown in Delaware, and the Southern Solid Waste Facility located at Jones Crossroads in Delaware; and Eighty Four Dollars and Fifty Cents ($84.50) for each ton of solid waste and dry waste (excluding construction and demolition waste) delivered to the Authority transfer stations, namely the Pine Tree Corner facility, the Milford facility, and the Route 5 facility, during the period commencing July 1, 2015 and ending June 30, 2016.

Payment for construction and demolition waste shall be at the prevailing gate rate for the specific Authority facility used. The gate rates for all construction and demolition waste are not discounted.

In order to exercise the option provided hereunder the qualified municipal Customer shall provide written notice to the Authority of its election at the time of execution of this Agreement and prior to July 1 of any subsequent yearly period that the discount applies, and indicate in such written notice the number of yearly periods covered by the exercise of the option. In the event any qualified municipal Customer wishes to make a change to the rebate

system of payments, it may do so by providing written notice to the Authority prior to July 1, of any yearly period that the discount applies, and indicate in such written notice the number of yearly periods covered by the notice.

8. The rates and rebates set forth in paragraphs 2 and 5 above shall be conditioned on full payment by Customer of all amounts due, when due, by Customer under the Authority's payment policy for services provided by the Authority, provided, however, that delinquent payment shall not relieve Customer of the obligation to deliver all solid waste and dry waste (including construction and demolition waste) to designated Authority facilities in accordance with the requirements set forth in paragraph 1 above.

9. For purposes of this Agreement the solid waste and dry waste (including construction and demolition waste) required to be delivered to designated Authority facilities under Paragraphs 1 above shall not include:

(a) recyclable materials source separated at the place of generation, including any materials collected under curbside recycling programs, provided however, the waste residue resulting from the recycling, resource recovery or beneficial use of Delaware solid waste and dry waste (including construction and demolition waste) which is generated from recycling, resource recovery or beneficial use operations conducted within the State of Delaware shall not be subject to this exemption. In order to qualify for the exemption of source separated recyclable materials Customer shall provide written advance notification to the Authority of the location and name of the facility at which recyclable materials are being processed, and written certification of the percentage by weight of the recyclable materials that are recovered by the facility and reused. In order to qualify for the exemption (1) the rate of recovery from source separated recyclable materials

shall be at least eighty percent (80%) by weight; (2) the rate of recovery from construction and demolition waste shall be at least seventy percent (70%) by weight; and (3) such recovered recyclable materials must be recovered and reused. This exception shall not apply to solid waste and dry waste collected for purposes of incineration or conversion to any type or form of waste derived fuel, in whole or in part. This exception shall also not apply if the facility at which the recyclable materials are being handled or processed is not operating in full compliance with applicable federal, state and local laws, regulations, ordinances, permits, conditions or other requirements.

(b) special solid waste as defined by the Authority;

(c) industrial solid waste as defined by the Authority;

(d) agricultural waste generated on a farm;

(e) tires;

(f) non-hazardous waste resulting from emergency clean-up actions;

(g) waste materials collected from industrial facilities which have adopted and implemented a companywide policy requiring all waste materials generated at the industrial facility to be disposed at waste to energy plants. In order to qualify for the exemption, Customer must provide a written notification from the industrial facility to the Authority stating the industrial facility's policy, and the name and location of the waste to energy plant where the waste materials are being taken;

(h) yard waste; and

(i) construction and demolition waste as defined in Paragraph 3 above generated and collected in New Castle County, Delaware.

Customer may, however, deliver to Authority designated facilities the solid waste, dry waste and construction and demolition waste generated in the State of Delaware and identified in

subparagraphs (a) through (i) above, subject to payment of the applicable disposal fee, and subject to compliance with laws, regulations and permit conditions, and the Authority's rules, regulations and procedures pertaining to such dry waste, solid waste and construction and demolition waste.

10. It shall be a condition of default and cause for termination if Customer:

(a) fails to maintain a current payment account in accordance with Authority's rules, regulations, procedures, and payment policies;

(b) fails to deliver the solid waste or dry waste required to be delivered to the Authority's facilities under this Agreement, provided, however, that unintentional and non-material failures by Customer to make the required delivery of solid waste or dry waste will not be grounds for termination if the Customer provides written notice of the failure within seventy-two (72) hours of the event, and cures such failure by making arrangements for delivery to Authority facilities of sufficient amounts of acceptable alternative or replacement solid waste or dry waste (including construction and demolition waste) generated in the State of Delaware, and not subject to the requirements of Paragraph 1 above, to account for the short fall in tonnage and user fee loss experienced by the Authority as a result of the failure; or

(c) fails on a repeated basis to comply with laws and regulations applicable to solid waste collection and transportation, or the Authority's rules, regulations and policies.

11. It shall be a condition of default and cause for termination if the Authority engages in the curbside collection of municipal solid waste, excluding recyclable materials, provided that the default is not cured by Authority within (30) days of written notification by Customer to Authority of the default.

12. Customer and Authority shall be relieved of responsibility for performance under this Agreement to the extent and for such time or times in which Customer or Authority are

prevented or substantially impaired from performing obligations under this Agreement by reason of changes in law or official governmental action by rule, order, regulation or otherwise.

13. This Agreement shall inure to the benefit of and be binding on Customer, its successors, assigns, parents, subsidiaries, affiliates, partners, joint venturers, divisions, contractors and sub-contractors, and all other entities, existing or newly formed, controlled directly or indirectly by Customer or its successors, assigns, parents, subsidiaries, affiliates, partners, joint venturers, divisions, and all other entities, existing or newly formed, controlled directly or indirectly by them, through changes in ownership or status, by transfer of assets or otherwise, and which engage in the collection and/or transportation of solid waste and/or dry waste generated in the State of Delaware.

14. This Agreement shall be interpreted in accordance with the laws of the State of Delaware. Any lawsuit initiated with respect to this Agreement shall be filed in the State courts of the State of Delaware.

15. This Agreement represents the entire understanding of the parties. This Agreement shall not be amended without the written consent of both parties. If Customer has entered a separate Discount Disposal Fee Agreement with the Authority which is in effect at the time of execution of this Agreement, such prior Agreement shall remain in effect until its expiration date.

IN WITNESS WHEREOF, the Authority and Customer have entered this Agreement.

DELAWARE SOLID WASTE AUTHORITY

By: _____ (S)
(Signature)

By: Michael D. Parkowski
(Please Print Name)

Witness: Jodie H. Sleva

CUSTOMER

By: _____ (S)
(Signature)

By: Scott D. Koenig
(Please Print Name)

Witness: Yvonne Lowry

Effective Dates:
Begin: July 1, 2016
End: June 30, 2021

DISCOUNT DISPOSAL FEE AGREEMENT

THIS AGREEMENT, entered into by and between the Delaware Solid Waste Authority ("Authority") and _____ ("Customer"), made this_____, of _____, 20____.

WHEREAS, the Authority owns and operates facilities throughout the State of Delaware; and

WHEREAS, the Authority receives solid waste at its facilities from various customers who collect and/or transport solid waste generated in the State of Delaware; and

WHEREAS, the Authority is required to accept recyclable materials from municipalities and nonmunicipal persons at no cost under such contractual terms and conditions as mutually agreed; and

WHEREAS, the Customer wishes to utilize the services of the Authority for the receipt and disposal of all Customer's solid waste and recyclable materials collected in the State of Delaware; and

WHEREAS, the Authority wishes to provide disposal and recycling services to Customer under this Agreement as an integral part of fulfilling its statutory responsibilities and satisfying its financial obligations.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, and other good and valuable consideration, the parties, intending to be legally bound, hereby agree as follows:

1. Customer shall, subject to the exceptions set forth in Paragraph 10 hereafter, deliver to Authority designated facilities all solid waste, including all recyclable materials as defined in Section 2.0 of the *Regulations of the Delaware Solid Waste Authority* ("Recyclable Materials"), that is generated in the State of Delaware and which is collected and/or transported by Customer during the term of this Agreement.

2. Excepting special categories of waste for which the Authority sets special disposal fees from time to time, for the term of this Agreement, Customer shall pay to the Authority disposal base rates as follows:

   (a) A base rate of Eighty Five Dollars ($85.00) for each ton of solid waste (excluding construction and demolition waste) delivered to the Authority designated facilities.

(b) Base rates for construction and demolition waste, as defined in the Regulations of the Delaware Solid Waste Authority, 1 De. Admin. C. § 501, shall be determined by the Authority from time to time for each Authority facility, provided that the Authority shall post the base rates and any changed base rates for construction and demolition waste applicable to its designated facilities at least ten (10) days in advance of the effective date of such base rates for the facility. Customer shall pay a disposal fee for construction and demolition waste that is $10 less than the published and applicable base rate for construction and demolition waste for the term of this Agreement.

(c) The Authority shall charge a base rate of $0 for the delivery of Recyclable Materials to Authority designated facilities.

3. In the event the Authority establishes a general base rate for disposal of solid waste below the base rates specified in Paragraph 2 above for the time periods indicated, Customer shall be entitled to such lower base rates while such lower base rates are in effect. The delivery of yard waste to Authority facilities shall be subject to any limitations or prohibitions imposed by law, regulations and permit conditions, and any special restrictions or requirements imposed by the Authority.

4. The term of this Agreement shall be from July 1, 2016 or the execution date of this Agreement thereafter to June 30, 2021.

5. The following rebates shall be paid to Customer upon all fees paid pursuant to Paragraph 2(a) of this Agreement: for each ton of solid waste delivered to the Authority landfills; namely, the Northern Solid Waste Facility located at Cherry Island in Delaware, the Central Solid Waste Facility located at Sandtown in Delaware, and the Southern Solid Waste Facility located at Jones Crossroads in Delaware:

(a) A rebate of Sixteen Dollars ($16.00) shall be paid by the Authority for solid waste so delivered from the effective date hereof through June 30, 2017;

(b) A rebate of Fifteen Dollars ($15.00) shall be paid by the Authority for solid waste so delivered from July 1, 2017 through June 30, 2018;

(c) A rebate of Fourteen Dollars ($14.00) shall be paid by the Authority for solid waste so delivered from July 1, 2018 through June 30, 2019;

(d) A rebate of Thirteen Dollars ($13.00) shall be paid by the Authority for solid waste so delivered from July 1, 2019 through June 30, 2020; and

(e) A rebate of Twelve Dollars ($12.00) shall be paid by the Authority for solid waste so delivered from July 1, 2020 through June 30, 2021.

6. The following rebates shall be paid to Customer upon all fees paid pursuant to Paragraph 2(a) of this Agreement for each ton of solid waste delivered to the Authority transfer stations; namely, the Pine Tree Corner facility, the Milford facility, and the Route 5 facility:

   (a) A rebate of Six Dollars ($6.00) shall be paid by the Authority for solid waste so delivered from the effective date hereof through June 30, 2017;

   (b) A rebate of Five Dollars and Fifty Cents ($5.50) shall be paid by the Authority for solid waste so delivered from July 1, 2017 through June 30, 2018;

   (c) A rebate of Five Dollars ($5.00) shall be paid by the Authority for solid waste so delivered from July 1, 2018 through June 30, 2019;

   (d) A rebate of Four Dollars and Fifty Cents ($4.50) shall be paid by the Authority for solid waste so delivered from July 1, 2019 through June 30, 2020; and

   (e) A rebate of Four Dollars ($4.00) shall be paid by the Authority for solid waste so delivered from July 1, 2020 through June 30, 2021.

7. The rebates set forth in Paragraphs 5 and 6 above shall be paid to Customer by Authority in two installments per fiscal year running July 1st through June 30th. The first installment shall be such rebate as is due on all fees paid by Customer to the Authority through December 31st, and shall be due on or before February 15th. The second and final installment for the fiscal year in question shall be such rebate as is due on all fees paid by Customer to the authority from January 1st through June 30th, and shall be due no later than August 15th of the following fiscal year.

8. No rebate otherwise payable under Paragraphs 5 and 6 hereof shall be due to Customer unless all payments have been made to the Authority by Customer for all services provided by the Authority for the period in question. If Customer has not made full payment due for all services provided by the Authority within ninety (90) days of the end of the applicable period, then the entire rebate for the period shall be forfeited without offset for any amounts due from Customer. Payment of all rebates pursuant to Paragraphs 5 and 6 are conditioned on Customer's full compliance with the terms and conditions of this Agreement during the applicable rebate delivery period.

9. The rates and rebates set forth herein shall be conditioned on full payment by Customer of all amounts due, when due, by Customer under the Authority's payment policy for services provided by the Authority, provided, however, that delinquent payment shall not relieve Customer of the obligation to deliver all solid waste and Recyclable Materials to designated Authority facilities in accordance with the requirements set forth in Paragraph 1 above.

10. For purposes of this Agreement the solid waste and Recyclable Materials required to be delivered to designated Authority facilities under Paragraph 1 above shall not include:

(a) Special solid waste as defined by the Authority;

(b) Industrial solid waste as defined by the Authority;

(c) Agricultural waste generated on a farm;

(d) Tires;

(e) Non-hazardous waste resulting from emergency clean-up actions;

(f) Waste materials collected from industrial facilities which have adopted and implemented a company wide policy requiring all waste materials generated at the industrial facility to be disposed at waste to energy plants. In order to qualify for the exemption, Customer must provide prior written notification from the industrial facility to the Authority stating the industrial facility's policy, and the name and location of the waste to energy plant where the waste materials are being taken;

(g) Yard waste; and

(h) Construction and demolition waste not diverted to a recycling facility if generated and collected in New Castle County, Delaware.

Customer may, however, deliver to Authority designated facilities the solid waste generated in the State of Delaware and identified in subparagraphs (a) through (i) above, subject to payment of the applicable disposal fee, and subject to compliance with laws, regulations and permit conditions, and the Authority's rules, regulations and procedures pertaining to such solid waste.

11. By entering into this Agreement Customer expressly waives any right to challenge, or otherwise raise the legal sufficiency of, the Regulations of the Authority and/or the Statewide Solid Waste Management Plan in effect as of the date of this Agreement to the extent that such regulations or Statewide Solid Waste Management Plan addresses requirements for the delivery of solid waste to Authority designated facilities.

12. It shall be a condition of default and cause for termination if Customer:

(a) Fails to maintain a current payment account in accordance with Authority's rules, regulations, procedures, and payment policies;

(b) Fails to deliver the solid waste and Recyclable Materials required to be delivered to the Authority's facilities under this Agreement, provided, however, that

unintentional and non-material failures by Customer to make the required delivery of solid waste will not be grounds for termination if the Customer provides written notice of the failure within seventy-two (72) hours of the event, and cures such failure by making arrangements for delivery to Authority facilities of sufficient amounts of acceptable alternative or replacement solid waste or Recyclable Materials generated in the State of Delaware, and not subject to the requirements of Paragraph 1 above, to account for the short fall in tonnage and user fee loss experienced by the Authority as a result of the failure;

© Fails to comply with any other provision of this Agreement; or

(d) Fails on a repeated basis to comply with laws and regulations applicable to solid waste collection and transportation, or the Authority's rules, regulations and policies.

13. It shall be a condition of default and cause for termination if the Authority engages in the curbside collection of municipal solid waste or Recyclable Materials, provided that the default is not cured by Authority within (30) days of written notification by Customer to Authority of the default.

14. Customer and Authority shall be relieved of responsibility for performance under this Agreement to the extent and for such time or times in which Customer or Authority are prevented or substantially impaired from performing obligations under this Agreement by reason of changes in law or official governmental action by rule, order, regulation or otherwise.

15. This Agreement shall inure to the benefit of and be binding on Customer, its successors, assigns, parents, subsidiaries, affiliates, partners, joint venturers, divisions, contractors and sub-contractors, and all other entities, existing or newly formed, controlled directly or indirectly by Customer or its successors, assigns, parents, subsidiaries, affiliates, partners, joint venturers, divisions, and all other entities, existing or newly formed, controlled directly or indirectly by them, through changes in ownership or status, by transfer of assets or otherwise, and which engage in the collection and/or transportation of solid waste and/or Recyclable Materials generated in the State of Delaware.

16. This Agreement shall be interpreted in accordance with the laws of the State of Delaware. Any lawsuit initiated with respect to this Agreement shall be filed in the State courts of the State of Delaware.

17. This Agreement represents the entire understanding of the parties. This Agreement shall not be amended without the written consent of both parties. If Customer has entered a separate Discount Disposal Fee Agreement with the Authority which is in effect at the time of execution of this Agreement, such prior Agreement shall remain in effect until its expiration date.

[*Signature page follows*]

IN WITNESS WHEREOF, the Authority and Customer have entered this Discount Disposal Fee Agreement on the date and year first above written.

DELAWARE SOLID WASTE AUTHORITY

By:_____(S)
(Signature)

By:_____
(Please Print Name)

Witness:_____

CUSTOMER

By:_____(S)
(Signature)

By:_____
(Please Print Name)

Witness:_____

DSWA Account # _____

Address:_____

_____

_____

City of Dover
Capital Investment Plan
Project Tracking Report
Quarterly Report as of Mar 31, 2016

Points to Remember -

* Original Project Budget = Original Total Project Budget initially included in approved annual budget.
* Latest Project Budget = Revised Total Project Budget included in most recent approved annual budget or one of the following: bond resolution, revolving fund loan agreement, Council approved budget amendment, or City Manager approved amendment as per the Budget Amendment Procedure.
* Current Fiscal Year - Revised Fiscal Year Budget = Current Year approved project budgets plus carry forward balances of unspent budgets in the prior fiscal year. Project Carry Forward balances will be submitted to City Council for amendment in January 2010. Can also be amended with City Manager approval per the Budget Amendment Procedure.
* Water Quality, Inflow/Infiltration, Distribution Upgrades and New Development projects are budgeted as a blanket project and once individual projects are identified and estimated they are created using an allocation of the overall budgeted amount.
* Status and Comments provided by City Manager.

Current Year Budget Funding Sources	General	Community Transportation	Water & Wastewater	Electric	Total CIP
Budget Balance	$ 2,593,700	$ (33,800)	$ 7,470,900	$ 3,859,500	$ 13,890,300
General Billings for Reimbursement of Expense	80,500	-	20,300	1,900,000	2,000,800
Income from Sale of Assets	51,900	-	-	-	51,900
State Community Transportation Funds	-	716,200	-	-	716,200
Transfer from WW Impact Fee Reserve	-	-	165,000	-	165,000
Transfer from General Fund	2,625,400	-	-	-	2,625,400
Transfer from Operating Funds	-	-	3,300,000	3,500,000	6,800,000
Transfer from Parkland Reserve	-	-	-	-	-
Interest Income	5,000	-	69,900	57,900	132,800
Total Funding Sources (Unaudited)	$ 5,356,500	$ 682,400	$ 11,026,100	$ 9,317,400	$ 26,382,400

City of Dover
General Fund - Major CIP Projects
Quarterly Report as of Mar 31, 2016

				TOTAL PROJECT - PAST, CURRENT & FUTURE BUDGETS					CURRENT FISCAL YEAR						
	Project Code	Type	Description	Original Project Budget	Latest Project Budget	Project To Date Expenses	Project Budget Balance	% Budget Spent	Original Fiscal Year Budget	Revised Fiscal Year Budget	Fiscal YTD Expenses	Budget Balance	% Budget Spent	Status	Comments
1			**FY 2013**												
2	ST1304	M B/L	Garrison Farm Improvements	$ 2,000,000	$ 4,641,000	$ 4,214,152	$ 426,848	90.8%	$ 1,496,500	$ 1,537,500	$ 1,110,571	$ 426,929	72.2%	In Process	Proj approx 98% complete. Final punchlist.
3			**Totals - FY 2013**	$ 2,000,000	$ 4,641,000	$ 4,214,152	$ 426,848	90.8%	$ 1,496,500	$ 1,537,500	$ 1,110,571	$ 426,929	72.2%		
4															
5			**FY 2015**												
6	FR1501		SCBA Equipment/Radios	$ 588,800	$ 588,800	$ 588,632	$ 168	100.0%	$ 300,200	$ 300,200	$ 299,981	$ 219	99.9%	Complete	
7	PR1501		Park & Playground Impr Equipment	66,000	66,000	-	66,000	0.0%	66,000	66,000	-	66,000	0.0%		
8	ST1502		Streets, Alleys and Concrete Prog.	900,000	505,100	504,731	369	99.9%	441,500	322,200	321,744	456	99.9%	Complete	
9	ST1503		Misc Emergency Street/Storm Repairs	-	71,800	71,881	(81)	100.1%	35,000	31,800	31,791	9	100.0%	Complete	
10	ST1504		Old PW2 Site Improvements	535,000	561,500	309,267	252,233	55.1%	330,000	455,400	203,072	252,328	44.6%	In Process	Design work ongoing 90% level
11	ST1506		Stormwater Ditch Maintenance	15,000	15,000	13,284	1,716	88.6%	15,000	15,000	13,284	1,716	88.6%	Complete	
12	ST1508	G	Stormwater Utility Planning	90,000	90,000	59,500	30,500	66.1%	82,400	82,400	51,850	30,550	62.9%	In Process	Project continuing, approximately 99% complete with study.
13			**Totals - FY 2015**	$ 2,194,800	$ 1,898,200	$ 1,547,295	$ 350,905	81.5%	$ 1,270,100	$ 1,273,000	$ 921,721	$ 351,279	72.4%		
14															
15			**FY 2016**												
16	---		Vehicles & Equipment	$ 1,095,200	$ 1,113,800	$ 321,499	$ 792,301	28.9%	$ 1,095,200	$ 1,135,800	$ 321,499	$ 814,301	28.3%	In Process	
17	FR1500		Annual Contribution to Robbins Hose	145,600	145,600	145,614	(14)	100.0%	145,600	145,600	145,614	(14)	100.0%	Complete	
18	GO1501		GOTP Farmhouse Demo/Project	35,000	35,000	28,104	6,896	0.0%	35,000	35,000	28,104	6,896	80.3%	In Process	
19	PD1601		Camera Monitoring Station	19,900	19,900	9,273	10,627	46.6%	19,900	19,900	9,273	10,627	46.6%	In Process	
20	ST1601		FY16 Street and Alley Program	1,000,000	999,700	7,863	991,837	0.8%	1,000,000	999,700	7,863	991,837	0.8%	In Process	Work underway, awaiting invoices.
21	ST1603		Valve Replacement - Silver Lake Dam	60,000	60,000	3,651	56,349	0.0%	60,000	60,000	3,651	56,349	6.1%	In Process	Proj awarded, awaiting materials.
22	ST1604		Salt Storage Barn (originally proj ST1303)	50,000	75,000	2,435	72,565	3.2%	75,000	75,000	2,435	72,565	3.2%	In Process	Received zero bids on last request, staff to rebid
23	ST1605		Misc Emergency Street/Storm Repairs	-	75,000	17,339	57,661	23.1%	-	75,000	17,339	57,661	23.1%	In Process	Project ongoing, work provided as emergencies arise.
24			**Totals - FY 2016**	$ 2,405,700	$ 2,524,000	$ 535,777	$ 1,988,223	21.2%	$ 2,430,700	$ 2,546,000	$ 535,777	$ 2,010,223	21.0%		
25															
26			**Grand Totals**	$ 6,600,500	$ 9,063,200	$ 6,297,224	$ 2,765,976	69.5%	$ 5,197,300	$ 5,356,500	$ 2,568,070	$ 2,788,430	47.9%		

Legend

M = Multi-year project - a project with a specific schedule to occur over multiple years.
R = Recurring project - a project that begins and ends each fiscal year and is re-budgeted to start over each fiscal year.
G = Grant funded project
B/L = To be financed through bonds or commercial loan.

City of Dover
Community Transportation - Major CIP Projects
Quarterly Report as of Mar 31, 2016

				TOTAL PROJECT - PAST, CURRENT & FUTURE BUDGETS					CURRENT FISCAL YEAR						
	Project Code	Type	Description	Original Project Budget	Latest Project Budget	Project To Date Expenses	Project Budget Balance	% Budget Spent	Original Fiscal Year Budget	Revised Fiscal Year Budget	Fiscal YTD Expenses	Budget Balance	% Budget Spent	Status	Comments
1			**FY 2014**												
2	CT1405		Lakeview Drainage Study	$ 24,400	$ 24,400	$ 24,371	$ 29	99.9%	$ 6,300	$ 6,300	$ 6,184	$ 116	98.2%	In Process	Design work approximately 98% complete
3			**Totals - FY 2014**	$ 24,400	$ 24,400	$ 24,371	$ 29	99.9%	$ 6,300	$ 6,300	$ 6,184	$ 116	98.2%		
4															
5			**FY 2015**												
6	CT1562		Village of Cannon Mill Repavement	$ 315,000	$ 386,900	$ 375,680	$ 11,220	97.1%	$ 361,000	$ 361,000	$ 349,683	$ 11,317	96.9%	Complete	Work complete, awaiting final invoices
7	CT1599		Signage Agreement	2,700	2,700	2,520	180	93.3%	1,600	1,600	1,350	250	84.4%	Complete	
8			**Totals - FY 2015**	$ 317,700	$ 389,600	$ 378,200	$ 11,400	97.1%	$ 362,600	$ 362,600	$ 351,033	$ 11,567	96.8%		
9															
10			**FY 2016**												
11	CT1616		The Meadows	$ 22,200	$ 22,200	$ -	$ 22,200	0.0%	$ 22,200	$ 22,200	$ -	$ 22,200	0.0%	In Process	Work complete, awaiting invoices.
12	CT1627		FY16 Paving Projects	247,400	247,400	-	247,400	0.0%	247,400	247,400	-	247,400	0.0%	In Process	Work complete, awaiting invoices.
13	CT1632		FY16 Signs Projects	14,600	14,600	-	14,600	0.0%	14,600	14,600	-	14,600	0.0%	In Process	Materials ordered, awaiting delivery
	CT1669		Persimmon Park Place Drainage Project	27,300	27,300	-	27,300	0.0%	27,300	27,300	-	27,300	0.0%	In Process	Survey began April 20. Design work to begin.
14	CTxxxx		Unapplied CT Projects (placeholder)	644,000	2,000	-	2,000	0.0%	144,000	2,000	-	2,000	0.0%		
15			**Totals - FY 2016**	$ 955,500	$ 313,500	$ -	$ 313,500	0.0%	$ 455,500	$ 313,500	$ -	$ 313,500	0.0%		
16															
17			**Grand Totals**	$ 1,297,600	$ 727,500	$ 402,571	$ 324,929	55.3%	$ 824,400	$ 682,400	$ 357,216	$ 325,184	52.3%		

Legend
M = Multi-year project - a project with a specific schedule to occur over multiple years.
R = Recurring project - a project that begins and ends each fiscal year and is re-budgeted to start over each fiscal year.
C = Project funded by combination of CT Funds and General Fund

City of Dover
Water/Wastewater Improvement & Extension Fund - Major CIP Projects
Quarterly Report as of Mar 31, 2016

				TOTAL PROJECT - PAST, CURRENT & FUTURE BUDGETS					CURRENT FISCAL YEAR						
	Project Code	Type	Description	Original Project Budget	Latest Project Budget	Project To Date Expenses	Project Budget Balance	% Budget Spent	Original Fiscal Year Budget	Revised Fiscal Year Budget	Fiscal YTD Expenses	Budget Balance	% Budget Spent	Status	Comments
1			**FY 2008 - FY 2013**												
2	WD0804	M	1.0 MG Elevated Water Storage	$ 4,196,600	$ 2,556,000	$ 87,827	$ 2,468,173	3.4%	$ 2,468,200	$ 2,468,200	$ -	$ 2,468,200	0.0%	In Process	Staff working on a memorandum of understanding with owner of property
3	WD1302	M	Garrison Farm Water Storage Tank	2,695,000	4,677,000	4,366,748	310,252	93.4%	1,297,300	1,297,300	987,008	310,292	76.1%	In Process	Project underway, approximately 98% complete. Awaiting paving repair on driveway.
4	WW1304	M	Garrison Farm WW Improvements	2,000,000	3,738,400	3,654,281	84,119	97.7%	628,500	628,500	544,305	84,195	86.6%	In Process	Project underway, approximately 99% complete.
5			**Totals - FY 2008 - FY 2013**	$ 8,891,600	$ 10,971,400	$ 8,108,856	$ 2,862,544	73.9%	$ 4,394,000	$ 4,394,000	$ 1,531,314	$ 2,862,686	34.9%		
6															
7			**FY 2014**												
8	WW1206		Brandywine Pump Station	$ 402,000	$ 375,600	$ 274,381	$ 101,219	73.1%	$ 101,200	$ 101,200	$ -	$ 101,200	0.0%	In Process	Project underway, general contractor and manufacturer have stalled project.
9	WW1303		Westover PS	768,800	1,350,400	158,705	1,191,695	11.8%	1,292,400	1,292,400	100,704	1,191,696	7.8%	In Process	Contractor has mobilized, beginning site reconstruction.
10			**Totals - FY 2014**	$ 1,170,800	$ 1,726,000	$ 433,087	$ 1,292,913	25.1%	$ 1,393,600	$ 1,393,600	$ 100,704	$ 1,292,896	7.2%		
11															
12			**FY 2015**												
13	WQ1503		West Dover Connector Project	$ 336,000	$ 338,800	$ 337,787	$ 1,013	99.7%	$ 73,600	$ 76,400	$ 75,319	$ 1,081	98.6%	Complete	
14	WW1504		Lakeview Dr Pump Stn Replacement	450,000	408,400	360,867	47,533	88.4%	359,600	359,600	312,050	47,550	86.8%	In Process	Project approximately 98% complete.
15	WW1507		Retreat Pump Station Replacement	412,500	483,900	36,331	447,569	7.5%	360,500	447,700	157	447,543	0.0%	In Process	Project awarded. Notice to Proceed early February.
16	WW1509		West Dover Connector Road Utility Relo	922,000	922,300	922,221	79	100.0%	387,300	387,300	387,180	120	100.0%	Complete	
17			**Totals - FY 2015**	$ 2,120,500	$ 2,153,400	$ 1,657,206	$ 496,194	77.0%	$ 1,181,000	$ 1,271,000	$ 774,706	$ 496,294	61.0%		
18															
19			**FY 2016**												
20	---	R	Vehicles & Equipment	$ 409,500	$ 411,500	$ 305,651	$ 105,849	74.3%	$ 103,700	$ 411,500	$ 305,651	$ 105,849	74.3%	In Process	
21	WD1600/ WW1600		Meter Replacement Project	300,000	300,000	48,908	251,092	16.3%	300,000	300,000	48,908	251,092	16.3%	In Process	Meters have been ordered. Approximately 40 meters replaced
22	WD1601	R	Wellhead Redevelopment	82,500	82,500	51,625	30,875	62.6%	82,500	82,500	51,625	30,875	62.6%	In Process	Staff to meet with contractor on specific work soon.
23	WD1605		Future Well Installation	80,000	80,000	-	80,000	0.0%	80,000	80,000	-	80,000	0.0%	In Process	Staff has identified possible location of future well, await schedule to test.
24	WD1606		New Fence-Bayard Ave Water Tower	89,000	84,200	81,213	2,987	96.5%	89,000	84,200	81,213	2,987	96.5%	Complete	Final invoice paid in January
25	WD1607	R	SCADA Equipment Tech Upgrade	83,000	83,000	-	83,000	0.0%	83,000	83,000	-	83,000	0.0%	In Process	Materials scheduled to be ordered soon.
26	WD1608		Shallow Well #7 Abandonment	15,000	15,000	8,815	6,185	58.8%	15,000	15,000	8,815	6,185	58.8%	Complete	Awaiting reimbursement by land owner.
27	WD1609	R	WTP Process Improvements	284,400	284,400	132,523	151,877	46.6%	284,400	284,400	132,523	151,877	46.6%	In Process	Design work continuing.
28	WQ1601	R	Water Quality Improvements	1,000,000	895,000	250	894,750	0.0%	1,000,000	895,000	250	894,750	0.0%	In Process	New Street to be bid out in February.
29	WQ1602	R/T	Misc Emerg Water Quality Repairs	-	75,000	42,691	32,309	56.9%	-	75,000	42,691	32,309	56.9%	In Process	Project ongoing, work provided as emergencies arise.
30	WQ1603	T	Reimb KC for Water Main Increase	-	30,000	30,000	-	100.0%	-	30,000	30,000	-	100.0%	Complete	
31	WW1503		Hazzletteville Road Interceptor	755,000	462,100	-	462,100	0.0%	462,100	462,100	-	462,100	0.0%	In Process	Bids received, staff evaluating options.
32	WW1601		Inflow/Infiltration Removal	875,000	535,800	-	535,800	0.0%	875,000	535,800	-	535,800	0.0%	In Process	Additional projects under final review from DelDot
33	WW1602		Miscellaneous Pump Station Repairs	300,000	300,000	-	300,000	0.0%	300,000	300,000	-	300,000	0.0%		Bids to be sent out in February.
34	WW1603		Rolling Acres PS Replacement	52,000	52,000	19,920	32,080	38.3%	52,000	52,000	19,920	32,080	38.3%	In Process	Design work underway, approx 75% complete.
35	WW1605		DE Ave Sanitary Sewer Extension	25,000	25,000	-	25,000	0.0%	25,000	25,000	-	25,000	0.0%	In Process	Design work 98% complete, to be bid out in Feb.
36	WW1607	T	US 13 East PS #7 Repairs	-	97,000	-	97,000	0.0%	-	97,000	-	97,000	0.0%	In Process	Awaiting materials to be delivered
37	WW1608	T	St Jones River Sewer Repair	-	50,000	45,494	4,506	91.0%	-	50,000	45,494	4,506	91.0%	In Process	Work complete, awaiting final video from contractor.
38	WW1609	T	McKee Tax Ditch Sewer Repair	-	30,000	26,662	3,338	88.9%	-	30,000	26,662	3,338	88.9%	In Process	Work complete, awaiting final video from contractor.
39	II1603	T	Misc Emergency I&I Repairs	-	75,000	5,820	69,180	7.8%	-	75,000	5,820	69,180	7.8%	In Process	Project ongoing, work provided as emergencies arise.
40			**Totals - FY 2016**	$ 4,350,400	$ 3,967,500	$ 799,571	$ 3,167,929	20.2%	$ 3,751,700	$ 3,967,500	$ 799,571	$ 3,167,929	20.2%		
41															
42															
43			**Grand Totals**	$ 16,533,300	$ 18,818,300	$ 10,998,720	$ 7,819,580	58.4%	$ 10,720,300	$ 11,026,100	$ 3,206,294	$ 7,819,806	29.1%		

Legend
M = Multi-year project - a project with a specific schedule to occur over multiple years.
R = Recurring project - a project that begins and ends each fiscal year and is budgeted to start over each fiscal year. No carry forward.
SL = State Loan Project - construction phase is financed
I = Impact Fee (partially) financed project
T = Transfer from blanket WQ or I&I original budget

City of Dover
Electric Improvement & Extension Fund - Major CIP Projects
Quarterly Report as of Mar 31, 2016

				TOTAL PROJECT - PAST, CURRENT & FUTURE BUDGETS					CURRENT FISCAL YEAR						
	Project Code	Type	Description	Original Project Budget	Latest Project Budget	Project To Date Expenses	Project Budget Balance	% Budget Spent	Current Fiscal Year Budget	Revised Fiscal Year Budget	Fiscal YTD Expenses	Budget Balance	% Budget Spent	Status	Comments
1			**FY 2012 - FY 2013**												
2	EG1212	M	Unit 3 Turbine Inspection/Repair	$ 1,760,000	$ 1,713,600	$ 1,699,848	$ 13,752	99.2%	$ 53,500	$ 53,500	$ 39,700	$ 13,800	74.2%	Complete	Work is completed.
3	EE1312	M	General Scott Switchgear	1,150,000	1,145,000	835,172	309,828	72.9%	1,107,200	1,097,200	787,377	309,823	71.8%	Complete	Project complete. Waiting on one more invoice
4			**Totals - FY 2012 - FY 2013**	$ 2,910,000	$ 2,858,600	$ 2,535,020	$ 323,580	88.7%	$ 1,160,700	$ 1,150,700	$ 827,077	$ 323,623	71.9%		
5															
6			**FY 2014**												
7	EE1443		GOTP Transmission Line Relocation	$ 550,000	$ 550,000	$ 310,603	$ 239,397	56.5%	$ 408,500	$ 408,500	$ 169,076	$ 239,424	41.4%	Complete	
8	EG1416	M	VanSant Capacity Increase	1,500,000	1,000,000	711,061	288,939	71.1%	492,200	492,200	203,221	288,979	41.3%	In Process	Need to install protective closure around pump skid and replace water skid acid pumps.
9			**Totals - FY 2014**	$ 2,050,000	$ 1,550,000	$ 1,021,664	$ 528,336	65.9%	$ 900,700	$ 900,700	$ 372,297	$ 528,403	41.3%		
10															
11			**FY 2015**												
12	EG1504		McKee Unit 3 Boiler System	$ 890,000	$ 180,000	$ 126,638	$ 53,362	70.4%	$ 80,800	$ 122,800	$ 69,351	$ 53,449	56.5%	In Process	Boiler tube repairs, analysis on failed tubes.
13	EG1506		McKee & VanSant Safety Improvement	52,000	52,000	33,776	18,224	65.0%	18,300	18,300	-	18,300	0.0%	In Process	
14	EE1500		69 kV Rebuild	393,500	330,500	18,930	311,570	5.7%	318,500	318,500	6,901	311,599	2.2%	In Process	
15	EE1509		West Dover Connector	250,000	250,000	104,025	145,975	41.6%	155,800	155,800	9,816	145,984	6.3%	In Process	Awaiting State for go ahead to move forward.
16	EE1513	M	Town Point Distribution Feeders	600,000	590,800	505,762	85,038	85.6%	350,000	350,000	264,925	85,075	75.7%	In Process	Phase 1 about 50% complete
17	EE1516		Chestnut Grove	299,000	255,000	164,799	90,201	64.6%	136,000	136,000	45,801	90,199	33.7%	Complete	Phase 1 complete. Phase II will be new proj #
18	EE1522		Garrison Oak Park	184,000	184,000	166,523	17,477	90.5%	17,500	17,500	-	17,500	0.0%	Complete	
19	EE1525		Leander Lakes Apt Phase 1	73,000	73,000	45,658	27,342	62.5%	69,400	69,400	42,049	27,351	60.6%	Complete	Phase 1 complete. Phase II will be new proj #
20	EE1526		Playtex Addition	354,100	354,100	285,503	68,597	80.6%	150,000	150,000	81,367	68,633	54.2%	Complete	
21	EE1544		Nottingham Meadows	28,600	28,600	27,299	1,301	95.5%	26,600	26,600	25,288	1,312	95.1%	Complete	
23	EE1547		NBR Properties	16,600	14,200	14,012	188	98.7%		11,500	11,325	175	98.5%	Complete	
24			**Totals - FY 2015**	$ 3,154,400	$ 2,325,800	$ 1,501,038	$ 824,762	64.5%	$ 1,322,900	$ 1,376,400	$ 556,824	$ 819,576	40.5%		
25															
26			**FY 2016**												
27	EE1415	R	Metering Infrastructure	$ 150,000	$ 150,000	$ -	$ 150,000	0.0%	$ 150,000	$ 150,000	$ -	$ 150,000	0.0%	In Process	
28	---	R	Vehicles & Equipment	464,300	464,300	155,858	308,442	33.6%	464,300	464,300	155,858	308,442	33.6%	In Process	
29	EG1601		McKee Building Equipment Replacement	42,000	42,000	40,018	1,982	95.3%	42,000	42,000	40,018	1,982	95.3%	In Process	Building heating modifications.
30	EG1607		Unit 3 Auxilary Equipment	135,000	135,000	88,192	46,808	65.3%	135,000	135,000	88,192	46,808	65.3%	In Process	Nitrogen generator to be ordered.
31	EG1608		McKee & VanSant CEMS Upgrade	89,000	89,000	7,299	81,701	8.2%	89,000	89,000	7,299	81,701	8.2%	Complete	Work completed.
32	EG1609		VanSant Unit 11 Component Replacem	21,000	21,000	13,051	7,949	62.1%	21,000	21,000	13,051	7,949	62.1%	In Process	Work completed on gas skid regulators.
33	EG1610	R	McKee/VanSant Safety & Compliance	157,000	157,000	18,360	138,640	11.7%	157,000	157,000	18,360	138,640	11.7%	In Process	replace obsolete 2-way radios
34	EG1611		McKee/VanSant Preserve Structure	215,000	215,000	4,707	210,293	2.2%	215,000	215,000	4,707	210,293	2.2%	In Process	Expenditures in support of T&D trnsfrmr repairs.
35	EG1612		Van Sant Exhaust Plenum Replacement	469,000	469,000	161,403	307,597	34.4%	469,000	469,000	161,403	307,597	34.4%	In Process	Work to be completed in spring 2016 outage.
36	EG1613		McKee Unit 3 Stack Repairs	485,000	485,000	-	485,000	0.0%	485,000	485,000	-	485,000	0.0%	In Process	Obtain samples for disposal waste profile.
37	EE1603		Transmission Line Maintenance Program	75,000	75,000	22,452	52,548	29.9%	75,000	75,000	22,452	52,548	29.9%	In Process	
38	EE1604	R	Lighting Proj & Rehab	67,000	67,000	20,560	46,440	30.7%	67,000	67,000	20,560	46,440	30.7%	In Process	
39	EE1605		69 kV Cable Replacement North Street (originally proj EE1520)	565,700	135,000	-	135,000	0.0%	135,000	135,000	-	135,000	0.0%	In Process	Contacting Engineering firm for design
40	EE1606		Distribution Capacitors and Controls	50,000	50,000	-	50,000	0.0%	50,000	50,000	-	50,000	0.0%	In Process	
41	EE1607		Horsepond URD - Distribution Feeders	67,000	67,000	5,162	61,838	7.7%	67,000	67,000	5,162	61,838	7.7%	In Process	
42	EE1610		Frazier 900 Circuits	10,000	10,000	-	10,000	0.0%	10,000	10,000	-	10,000	0.0%	In Process	
43	EE1612		Dover AFB Substation Rebuild	30,000	30,000	-	30,000	0.0%	30,000	30,000	-	30,000	0.0%	In Process	
44	EE1616	R	New Developments	2,500,000	1,780,000	-	1,780,000	0.0%	2,500,000	1,780,000	-	1,780,000	0.0%	In Process	
45	EE1617		Oak Grove Trailer Park - Dist Upgrade	78,500	78,500	-	78,500	0.0%	78,500	78,500	-	78,500	0.0%	In Process	
46	EE1618		Lakeland - Distribution Upgrades	63,000	63,000	12,667	50,333	20.1%	63,000	63,000	12,667	50,333	20.1%	In Process	
47	EE1619		Route 8/Mifflin Road - Dist Upgrade	51,500	51,500	-	51,500	0.0%	51,500	51,500	-	51,500	0.0%	In Process	Awaiting easement paperwork from residents
48	EE1620		Route 8 Taps - Distribution Upgrade	38,500	38,500	32,796	5,704	85.2%	38,500	38,500	32,796	5,704	85.2%	Complete	
49	EE1621		Townsend Brothers - Dist Upgrade	14,500	14,500	6,944	7,556	47.9%	14,500	14,500	6,944	7,556	47.9%	Complete	
50	EE1622		Persimmon Tree Apts - Dist Upgrade	62,000	62,000	-	62,000	0.0%	62,000	62,000	-	62,000	0.0%	In Process	Awaiting underground crew to start
51	EE1623	T	DNREC R&R Metering	-	41,000	-	41,000	0.0%	-	41,000	-	41,000	0.0%	In Process	
52	EE1625	T	Public Works Wetland Project	-	78,000	-	78,000	0.0%	-	78,000	-	78,000	0.0%	Deferred	Deferred until FY17
53	EE1626	T	Washington Street Lights	-	40,000	-	40,000	0.0%	-	40,000	-	40,000	0.0%	Cancel	Rolling funds into New Street lights project
54	EE1627		Dover East Estates - Dist Upgrade	130,000	130,000	-	130,000	0.0%	130,000	130,000	-	130,000	0.0%	In Process	
55	EE1629	T	Tall Pine Condos	-	43,000	-	43,000	0.0%	-	43,000	-	43,000	0.0%	In Process	Awaiting developer go ahead
56	EE1630		Reed Street Roof Repair/Replacement	201,800	151,800	13,906	137,894	9.2%	201,800	151,800	13,906	137,894	9.2%	In Process	
57	EE1631		North Street OH to UG - Dist Upgrade	100,000	100,000	-	100,000	0.0%	100,000	100,000	-	100,000	0.0%	Deferred	Deferred until FY18
58	EE1632	T	Blue Hen Corp - Phase I	-	25,600	23,150	2,450	90.4%	-	25,600	23,150	2,450	90.4%	Complete	
59	EE1633	T	State Street Commons Fiber Optic Proj	-	64,000	40,233	23,767	62.9%	-	64,000	40,233	23,767	62.9%	Complete	
60	EE1635	T	McKee Road - Edgewell	-	7,000	6,952	48	99.3%	-	7,000	6,952	48	99.3%	In Process	
61	EE1636	T	Clearview - Phase 4	-	160,000	133,353	26,647	83.3%	-	160,000	133,353	26,647	83.3%	Complete	
62	EE1637	T	Dover Town Center Flex Site	-	13,900	13,526	374	97.3%	-	13,900	13,526	374	97.3%	Complete	
63	EE1638	T	Dover Town Center	-	35,200	25,332	9,868	72.0%	-	35,200	25,332	9,868	72.0%	Complete	
64	EE1639	T	Outback Steakhouse	-	30,600	27,647	2,953	90.3%	-	30,600	27,647	2,953	90.3%	Complete	

City of Dover
Electric Improvement & Extension Fund - Major CIP Projects
Quarterly Report as of Mar 31, 2016

				TOTAL PROJECT - PAST, CURRENT & FUTURE BUDGETS					CURRENT FISCAL YEAR						
65	EE1641		Reed St - Building/Safety Improvements	-	50,000	45,786	4,214	91.6%	-	50,000	45,786	4,214	91.6%	In Process	
66	EE1642	T	Del Homes Warehouse	-	18,000	15,000	3,000	83.3%	-	18,000	15,000	3,000	83.3%	Complete	
67	EE1643	T	Winner Volkswagen	-	13,300	1,232	12,068	9.3%	-	13,300	1,232	12,068	9.3%	In Process	Awaiting go-ahead from contractor
68	EE1644	T	Retreat Pump Station	-	7,300	-	7,300	0.0%	-	7,300	-	7,300	0.0%	In Process	Awaiting Public Works go-ahead
69	EE1645	T	Dover Family Cosmetic	-	10,300	10,946	(646)	106.3%	-	10,300	10,946	(646)	106.3%	Complete	
70	EE1646	T	Loockerman Retail	-	26,500	1,506	24,994	5.7%	-	26,500	1,506	24,994	5.7%	In Process	
71	EE1647	T	Ollies Transformer Replacement	-	22,600	11,198	11,402	49.5%	-	22,600	11,198	11,402	49.5%	In Process	Scheduling for night work
72	EE1648	T	New Service - Blue Hen Apartments	-	23,900	-	23,900	0.0%	-	23,900	-	23,900	0.0%	In Process	
73	EE1649	T	New Service - K-Mart Store	-	20,300	-	20,300	0.0%	-	20,300	-	20,300	0.0%	In Process	Scheduled to be completed April 22, 2016
74	EE1651	T	Papen Farms Irrigation	-	28,000	25,735	2,265	91.9%	-	28,000	25,735	2,265	91.9%	Complete	
75			**Totals - FY 2016**	$ 6,331,800	$ 5,889,600	$ 984,975	$ 4,904,625	16.7%	$ 5,901,100	$ 5,889,600	$ 984,975	$ 4,904,625	16.7%		
76															
77			**Grand Totals**	$ 14,446,200	$ 12,624,000	$ 6,042,696	$ 6,581,304	47.9%	$ 9,285,400	$ 9,317,400	$ 2,741,174	$ 6,576,226	29.4%		

Legend

M = Multi-year project - a project with a specific schedule to occur over multiple years.
R = Recurring project - a project that begins and ends each fiscal year and is re-budgeted to start over each fiscal year.
T = Transfer from blanket New Development original budget

B = Bonded Project
S = State fully or partially reimbursed project

Dover GREEN ENERGY SUMMARY AS OF		4/21/2016
Total Collected Green Energy Funds Ever	$	1,272,896.53
DEMEC Admin Fee Paid	$	80,483.54
State Annual Admin Fee Total Paid	$	26,675.07
Grants Paid	$	535,563.25
Grants/Fees Reserved and Amounts Owed	$	8,986.25
Dover Library Green Building Improvements Cost	$	1,500,000.00
Dover Library Reimbursements paid to Dover to date	$	397,408.32
Energy Depot Program Costs Paid	$	63,670.29
Efficiency Program Incentives Paid	$	37,268.34
Solar Electric Power Association (SEPA) Dues Paid	$	6,476.41
*Total Funds Available	**$**	**116,365.07**
Encumbered Funds to Date - Dov. Lib. $98,500 due June 1	$	98,500.00
Individual Grant Funds Available	$	17,865.07

Dover Green Energy Funds As April 21, 2016 Monthly Deposits and Payments		
Starting Balance	$	97,298.67
Deposit*	$	30,231.71
Outgoing Payments		
DEMEC Admin Fee*	$	3,023.17
State 2014 Admin Fee	$	-
New Reservations/Fees	$	6,450.00
Grants Paid	$	-
Energy Depot	$	1,692.13
Library Reimbursement	$	-
SEPA Dues	$	-
Ending Balance	**$**	**116,365.07**

*Deposits during this period represent through March 2016

COMPLETED PROJECTS ONLY DNREC FEE OWED

Status	Applicant	Type	Grant Reservation Request	Review Fee
COMPLETED PROJECTS ONLY DNREC FEE OWED	Michael J Kopp	Geo-Res	Paid	$ 37.50
COMPLETED PROJECTS ONLY DNREC FEE OWED	Frank Daniels	Geo-Res	Paid	$ 26.25
		Total		**$ 63.75**

RESERVED BUT INCOMPLETE PROJECTS

Status	Applicant	Type	Grant Reservation Request	Review Fee
RESERVED BUT INCOMPLETE PROJECTS	Ms. Lee Herrera	Res-Geo	$ 2,300.00	$ 172.50
RESERVED BUT INCOMPLETE PROJECTS	Perrry T. Boulter	Res-Geo	$ 3,000.00	$ 225.00
RESERVED BUT INCOMPLETE PROJECTS	John Crowley	Res-Geo	$ 3,000.00	$ 225.00
		Total	**$ 8,300.00**	**$ 622.50**

ENERGY DEPOT FEES - (quarterly)

Paid	Fee Period	Amount
3/3/2008	Start-up Fees	$ 5,872.50
4/15/2008	Start-up Fees	$ 1,957.50
4/15/2008	Mar, Apr, May 2008	$ 1,692.13
7/22/2008	June, July, Aug 2008	$ 1,692.13
10/10/2008	Sept, Oct, Nov 2008	$ 1,692.13
1/2/2009	Dec 08, Jan, Feb 2009	$ 1,692.13
4/3/2008	Mar, Apr, May 2009	$ 1,692.13
7/1/2009	June, July, Aug 2009	$ 1,692.13
9/11/2009	Sept, Oct, Nov 2009	$ 1,692.13
1/4/2010	Dec 09, Jan, Feb 2010	$ 1,692.13
3/29/2010	Mar, Apr, May 2010	$ 1,692.13
6/30/2010	June, July, Aug 2010	$ 1,692.13
10/4/2010	Sept, Oct, Nov 2010	$ 1,692.13
1/3/2011	Dec 2010, Jan, Feb 2011	$ 1,692.13

4/5/2011	Mar, Apr, May 2011	$	1,692.13
7/8/2011	June, July, Aug 2011	$	1,692.13
10/4/2011	Sept, Oct, Nov 2011	$	1,692.13
1/3/2012	Dec 2011; Jan, Feb 2012	$	1,692.13
4/5/2012	Mar, Apr, May 2012	$	1,692.13
7/2/2012	June, July, Aug 2012	$	1,692.13
9/25/2012	Sept, Oct, Nov 2012	$	1,692.13
11/30/2012	Dec 12, Jan, Feb 2013	$	1,692.13
2/25/2013	Mar, Apr, May 2013	$	1,692.13
7/22/2013	June, July, Aug 2013	$	1,692.13
8/26/2013	Sept, Oct, Nov 2013	$	1,692.13
12/3/2013	Dec 13. Jan, Feb 2014	$	1,692.13
3/4/2014	Mar, Apr, May 2014	$	1,692.13
6/4/2014	June, July, Aug 2014	$	1,692.13
9/4/2014	Sept, Oct, Nov 2014	$	1,692.13
12/1/2014	Dec 14, Jan, Feb 2015	$	1,692.13
3/9/2015	Mar, Apr, May 2014	$	1,692.13
6/11/2015	June, July, Aug 2015	$	1,692.13
9/1/2015	Sept, Oct, Nov 2015	$	1,692.13
12/11/2015	Dec 15. Jan, Feb 2016	$	1,692.13
3/1/2016	Mar, Apr, May 2016	$	1,692.13
	Total	**$**	**63,670.29**

Solar Energy Professionals Association (SEPA) - (2015 and Forward participation is through AMP at no additional charge)

Paid	Membership Fee	Amount	
3/19/2012	2012 Annual Membership	$	2,158.81
1/31/2013	2013 Annual Membership	$	2,158.80
1/27/2014	2014 Annual Membership	$	2,158.80
	Total	**$**	**6,476.41**

ACTION FORM

PROCEEDING: Legislative, Finance & Administration Committee
DEPARTMENT OF ORIGIN: Police Department **DATE SUBMITTED**: June 2, 2016
PREPARED BY: Captain Timothy Stump, Admin. Div. Commander; Scott D. Koenig, P.E., City Manager
SUBJECT: Approval of Kent County Secondary Intensive Learning Center School Resource Officer Memorandum of Agreement (MOA)
REFERENCE: N/A
RELATED PROJECT: N/A
REVIEWED BY: Scott D. Koenig, P.E., City Manager; Donna Mitchell, Controller
EXHIBITS: Draft Financial Obligation Agreement and Draft Memorandum of Agreement
EXPENDITURE REQUIRED: $40,000 (Settlement Payment on 01/01/2017); Wages & Benefits **AMOUNT BUDGETED**: $ 75,769 (Wages & Benefits for Patrolman Year 1) **FUNDING SOURCE (Dept./Page in CIP & Budget)**: N/A
TIME TIMETABLE: Sign MOA after authorization from City Council. Place recruit in the September 2016 Delaware State Police Academy class.
RECOMMENDED ACTION: Authorize the Chief of Police to negotiate and sign the final Memorandum of Agreement (MOA) for the placement of a School Resource Officer (SRO) at the Kent County Secondary Intensive Learning Center site for the next three (3) years (FY-2017, FY-2018 & FY-2019)

BACKGROUND AND ANALYSIS

The Dover Police Department has been contacted by the Capital School District to expand the School Resource Officer (SRO) program to include the Kent County Secondary Intensive Learning Center site. In order to memorialize the request, the Dover Police Department and the Capital School District must enter into written agreement (Memorandum of Agreement – MOA) which authorizes the district to supplement the wages of the SRO by contributing $60,000 per school year for the next three (3) years.

The Department has a current authorized strength of 101 officers, including the Chief and Deputy Chief. One (1) officer will resign on June 30, 2016, leaving a vacant position as we enter the FY-2017 budget. The City was notified of this resignation several months ago and budget for a vacant entry level officer position for the FY-2017 budget year. The City of Dover is obligated to make a settlement agreement payment of $40,000 on January 1, 2017. This payment has been contained in the FY-2017 Police Department budget under the salary line item. If the City authorizes the SRO MOA for the Kent County Secondary Intensive Learning Center, then there will be enough available funding to send a new police recruit to the Delaware State Police Academy on September 12, 2016.

A copy of a draft Financial Obligation Agreement and draft MOA is attached for reference purposes. Once fully executed, the documents will be placed on file in the City Clerk's office for future reference.

Funding Calculation: $75,769 (Wages & Benefits) - $40,000 (Settlement) + $60,000 (SRO Payment) = $95,769.

DEPARTMENT OF POLICE

Paul M. Bernat
Chief of Police
F.B.I.N.A.

400 South Queen Street
Dover, Delaware 19904
302-736-7111
Fax: 302-672-1842

June 2, 2016

Kent County Secondary Intensive Learning Center
William Buczynski, Principal
631 Ridgely Street, Suite 19
Dover, DE 19904

RE: FINANCIAL OBLIGATION AGREEMENT FOR SCHOOL RESOURCE OFFICER AT PARKWAY CENTRAL ACADEMY

Dear Principal Buczynski:

Let this document serve as the contractual agreement between the newly formed partnership of the Dover Police Department and the Kent County Secondary Intensive Learning Center in regard to providing a School Resource Officer (SRO) in that facility.

The school has agreed to pay $60,000 for the 900 hours of police service. The contract will be for three (3) years at $60,000 per school year to be paid by Kent County Secondary Intensive Learning Center. The total will be paid in three equal of payments of $20,000 (per school year) due on September 1, 2016, January 1, 2017 and May 1, 2017. This pattern of payments will repeat itself for each additional year of the contract. Contract renewal will be completed in the second year of the contract. If there is no contract renewal, the City of Dover would have the option to discontinue the contract and release the SRO from the from the position when a police officer retires from the Dover Police Department.

We look forward to a very successful partnership.

William Buczynski, Principal Kent County Secondary Intensive Learning Center	Paul M. Bernat, Chief of Police
Date	Date

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MEMORANDUM OF AGREEMENT
BETWEEN THE KENT COUNTY SECONDARY INTENSIVE LEARNING CENTER
BOARD OF EDUCATION/BOARD OF DIRECTORS
AND
THE DOVER POLICE DEPARTMENT

1. The Board of Education/Directors of the Kent County Secondary Intensive Learning Center and the Dover Police hereby agree that the following practices and procedures shall govern their relationship.

2. All law enforcement agency officers performing law enforcement functions under this Agreement will be governed by the provisions contained herein.

3. ARRESTS

a. When possible and appropriate, arrest by police should be made during non-school hours and away from school premises. This excludes on site arrests made by a School Resource Officer pursuant to normally assigned duties.

b. Arrest on school premises during school hours should be undertaken in such a manner as to avoid embarrassment to the student being arrested and to avoid jeopardizing the safety and welfare of other students.

c. In the event a physical arrest must be made during school hours, the principal or designee should summon the student to his/her office before surrendering the student. Unless the safety of the students and school staff will be compromised if an arrest is delayed, the officer should not appear in the classroom to make the physical arrest.

d. If the student is to be surrendered to the custody of the police officer, the principal or designee should record the name and organization of the officer, the time the officer leaves the school, the destination (police station, detention facility, or Family Court) and the offense for which the arrest was made. A substantial effort should be made by the principal or designee to immediately contact the parent(s) or guardian(s) of the student of any contact by the police. If the student is arrested and removed from the premises before such contact is made, the police and the principal or designee each have the responsibility for that notification.

4. QUESTIONING OR INTERROGATION BY POLICE ON SCHOOL PROPERTY

a. Police investigations involving the questioning or interrogation of pupils should not be permitted on school premises unless in connection with a school-related crime or in connection with an investigation which, if not immediately permitted, would compromise the success of that investigation or endanger the lives or safety of the student or other persons. Questioning becomes interrogation when it becomes accusatory in nature and is designed to elicit an admission of guilt from the suspected offender. Law enforcement officers must provide Miranda warnings when questioning becomes interrogation.

b. The principal or designee shall be present throughout questioning or interrogation that occurs on school property, except in cases in which the investigation concerns a student who is the

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victim of physical or sexual abuse where a member of the student's immediate family or household is suspected of being the perpetrator of or a conspirator in such abuse, and where the police investigator is a representative of a special unit trained to do such interviews.

c. In any case in which a student is in custody and being questioned regarding involvement in a criminal matter and in which the student's Fifth Amendment protection against self-incrimination may apply, the law enforcement officer should consider the environment in which questioning takes place and the ability of the student to discontinue the questioning. Unless unreasonable to do so, the law enforcement officer should notify the principal or his designee when such questioning becomes custodial in nature. Questioning becomes "custodial in nature" when a law enforcement officer is conducting an interview and the party being interviewed is not free to leave the presence of the officer.

d. Before the police commence the questioning or interrogation of a minor on school premises, the principal shall make a substantial effort to contact the student's parent(s) or guardian(s) to provide them an opportunity to be present or consult an attorney. Such contact is particularly important in the case of students below the high school level. Questioning or interrogation without such parental contact should only proceed when one or more of the following conditions exist:

(1) The contact may endanger the safety of students or other persons.

(2) The contact would compromise the success of the investigation because a member of the student's immediate family or household is suspected of being a perpetrator or conspirator or potential conspirator to a crime, or the delay caused by lack of contact would compromise the success of the investigation and a substantial effort has been made to contact the student's parent(s) or guardian(s) without success.

The police should ensure that the student is afforded all constitutional rights due in such a situation.

e. School officials may request the arresting officer remove the student from the premises as soon as possible, after the arrest is made.

5. SEARCH AND SEIZURE

a. Law enforcement officers, in reliance upon probable cause that a crime is, has, or is about to be committed, may search for evidence of that crime. Whenever reasonable, a search warrant issued by a court of competent jurisdiction will be sought before a search is conducted. As a general policy, and when agreed upon to do so, a school official will accompany the law enforcement officer on searches that are conducted on school property. School officials will not participate in the actual search unless specifically requested to do so by the police.

b. Efforts should be made by police and school administrators to conduct searches in a manner that will minimize disruption of the normal school routine and will minimize embarrassment to pupils affected.

c. A frisk (pat-down) may be conducted by the police when the officer has reason to believe that the person being encountered is armed or presents a risk of injury to the officer or an innocent third party.

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d. The principal or designee may, at any time, conduct such searches as are essential to the safety, security, discipline, and sound administration of the particular school. The appropriate police agency will respond to a request from a school official conducting an administrative search when the official feels that the search might reveal a violation of the law.

6. REPORTING CRIMES

School officials are charged with the responsibility to provide for the safety of students and for the security of school property. The Delaware Code mandates reporting of the offenses listed in 14 Del.C., § 4112; a substantial fine can be assessed against any superintendent, principal, or school employee who fails to make such a mandatory report.

7. SCHOOL DISTURBANCES

a. The request for police assistance in a crisis situation requires special care because of the possibility of an escalating situation.

(1) It is preferable that the principal or designee call the police. If a law enforcement officer is on the scene, it is desirable that the decision to call for additional police support be reached in collaboration with that officer.

(2) No person other than the principal or designee, the superintendent of the district or his designee, or the ranking police officer present may request the tactical deployment of police to a school.

(3) The determination of the level of force required is best made by the ranking police officer on the scene, working jointly with the principal or designee.

b. The Board of Education/Directors must recognize that any policy governing the use of these different categories of Police Officers must be flexible and that final authority rests with the police.

c. Tactical coordination between the Principal or designee and police officers on the scene is a necessity. During any crisis situation, it will be the responsibility of the ranking police officer on the scene to ensure that direct, secure, continuing communication with the principal or designee is maintained.

8. SCHOOL RESOURCE OFFICER ROLE AND RESPONSIBILITIES

a. General Description
The School Resource Officer (SRO) assignment is in a middle or high school setting with the goal of creating and maintaining a safe, secure, and orderly environment for students, teachers, and staff. A SRO represents a proactive strategy designed to bring crime prevention and intervention into the school.

b. Examples of Duties
Investigate and enforce offenses listed in 14 Del.C., §4112. Follow all legal and policy requirements regarding juvenile investigation, detention, and arrest. Assist in developing and updating school Emergency Preparedness Plans. Maintain a safe and secure school environment by keeping abreast of elements and incidents that may threaten the safety of the students, teachers, and staff. Develop crime prevention programs with school staff and provide

education on crime prevention to the school community, including current topics such as bullying. Be a positive role model and mentor to the school community and present a positive image to better enhance communication with students, staff, and parents. Receive information from Principal/Designee and conduct an investigation to determine if incident requires mandated reporting. Maintain logs of participation in school activities and of criminal investigations conducted.

c. Knowledge/Skills
Must maintain a high degree of maturity and dedication to the tasks assigned. Must possess excellent interpersonal and communication skills. Must possess excellent time management and organizational skills and be self-motivated with little direct guidance and supervision. Possess knowledge of criminal investigative techniques. Ability to provide constructive counseling and offer conflict resolution.

d. Awareness and Education
At the beginning of each school year, the School Resource Officer in collaboration with the Principal, shall provide an introduction and awareness program/presentation on the School Resource Officer (SRO) Program. The program attendees shall include students, staff, parents, and school community members. The role and responsibilities of the SRO and the topics of force, equipment, and expectations for application and use are required.

9. SIGNATURES

William Buczynski, Principal Kent County Secondary Intensive Learning Center	Paul M. Bernat, Chief of Police Dover Police Department
Date	Date

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ACTION FORM

PROCEEDING: Legislative, Finance & Administration Committee
DEPARTMENT OF ORIGIN: City Manager's Office **DATE SUBMITTED**: June 2, 2016
PREPARED BY: Scott D. Koenig, P.E., City Manager
SUBJECT: Disposition of Excess Property – 29 S. Governors Avenue & 749 W. North Street – Unsolicited Bid from MauTiste Investment Group
REFERENCE: N/A
RELATED PROJECT: N/A
APPROVALS: Scott D. Koenig, P.E., City Manager; Donna Mitchell, CPA, City Controller
EXHIBITS: Letter dated April 12, 2016 from Michael Maupin, MauTiste Investment Group
EXPENDITURE REQUIRED: N/A **AMOUNT BUDGETED**: N/A **FUNDING SOURCE (Dept./Page in CIP & Budget)**: N/A
TIMETABLE: Complete land transaction as soon as possible after Council authorization.
RECOMMENDED ACTION: Authorize the City Manager to accept the offers from MauTiste Investment Group in the amount of $8,000 for 29 S. Governors Avenue and $18,000 for 749 W. North Street and write-off the remaining expenses and charges in the combined amount of $17,718.35 for these properties.

BACKGROUND AND ANALYSIS

The City of Dover acquired the above referenced properties at a monition sale due to liens for taxes and demolition expenses. These properties were deemed as excess properties and the City Manager was authorized to dispose of the subject properties using the "Standard Method of Disposition" in July 2015. These properties were placed up for public bid by the City's Purchasing Agent in September 2015. Staff placed a minimum bid on the properties at $12,500 and $25,000 respectively in an attempt to recover most of the city's costs associated with the properties. No bids were received. On April 12, 2016, the City of Dover received the attached unsolicited offer to purchase the two (2) referenced properties at 29 S. Governors Avenue and 749 W. North Street.

If the offers from the MauTiste Investment Group are accepted, we would need to write off a portion of the City's costs for demolition and the other charges. A summary of the write-off amount is as follows, based on the offer from the MauTiste Investment Group and the City's expenses & charges.

Address	**Offer Price**	**City Expenses & Other Charges**	**Write-Off Amount**	**City's 2016 Assessed Land Value**
29 S. Governors Avenue	$ 8,000	$ 23,828.90	$ 15,828.90	$ 13,600
749 W. North Street	$ 18,000	$ 19,889.45	$ 1,889.45	$ 52,300
Total	$ 26,000		$ 17,718.35	

The Assistant City Solicitor, Mr. William Pepper, indicated that City Council must act on the unsolicited offer since the City Manager was authorized to dispose of the properties using the "Standard Method of Disposition". An unsolicited offer is not within the "Standard Method of Disposition". The City Manager recommends acceptance of the offers from the MauTiste Investment Group. Acceptance of the offers will include authorization to write-off of $17,718.35 of expenses that will be unrecoverable upon acceptance of the offers.

MAUTISTE INVESTMENT GROUP
IMPROVING YOUR PIECE OF THE WORLD

April 12, 2016

City of Dover
Division of Purchasing
710 William Street
Dover, DE 19904

Attention Procurement Manager:

MauTiste Investment Group, a Delaware Limited Liability Company and NCALL Loan Fund, Inc., a Delaware Non-Profit Community Development Financial Institution, are working together to development home ownership opportunities in Dover. MauTiste is offering to purchase and develop two parcels **(Listed Below)** owned by the City of Dover. NCALL Loan Fund Inc. will be our funding partner. It is our plan to acquire and immediately develop these parcels for sale. The terms and conditions for the sale of these parcels are specified in the City of Dover's RFP dated August 1, 2015. MauTiste is prepared to enter into an agreement of sale within two weeks after our offer is accepted.

Offer Sheet

No. 16-0008CM; 29 South Governors Avenue $8,000

No. 16-0004CM; 749 West North Street $18,000

Total Offer- $26,000

This offer will expire in 15 days or on April 29, 2016.

Sincerely,

Michael Maupin
Managing Director
MauTiste Investment Group

644 Merchant Street • Coatesville, PA 19320 • (610) 363-6900

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: **Committee of the Whole**

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

Date: **June 1, 2016**

Subject: **Tax Account Delinquency Listing – Discussion Item**

Staff has been working diligently to collect all delinquent taxes and fees due to the City of Dover. The attached Tax Account Delinquency Listing (14 pages dated 5/31/2016) includes all of the taxes and tax related fees that we are currently attempting to collect. Approximately five (5) years ago, this listing was posted to the City's website on an occasional basis. Since the website was upgraded, this listing has not been posted.

In order to enhance our efforts to collect these funds, staff recommends posting a link to the city's website and other social media outlets to help reduce the amounts owed to the City of Dover.

sdk/SDK

Attachment

TAX ACCOUNT ID	Related party name	Street number	Property Address		TOTAL DUE
1764	ACHENBACH,MARK L & ROBIN P	19	N AMERICAN	AVE	383.78
138	ACHENBACH,MARK L & ROBIN P	21	N AMERICAN	AVE	842.55
10766	ACOCELLA,BONNIE P	39	PAR HAVEN	DR	6.35
306	AMBRUSO,MICHAEL & B JOY	1175	S STATE	ST	3,039.96
16384	ANDREWS,JOHN & TERESA A	1161	JANES	RD	554.09
8064	ANDREWS,JOHN S & TERESA	1171	JANES	RD	520.25
588	ATKINS,ROLAND & OTHERS	69	WASHINGTON	ST	71.72
16066	ATKINS,ROLAND W	66	WASHINGTON	ST	8,489.35
6798	AYERS,PAUL G	34	N GOVERNORS	AVE	435.94
4806	BAILEY,DREW L	11	KAREN	PL	319.50
760	BALCH,DONALD H	9	BERWYN HALL		264.55
64828	BANK OF AMERICA	523	ANN MOORE	ST	662.30
904	BARTLETT,KARIN R	310	ALDER	RD	502.53
17170	BENGZON,ADOLFO Q & HONORATO M	1235	BAY	RD	111.49
1138	BENNETT,LUISA R	140	MITSCHER	RD	414.99
10166	BEST INVESTMENT CO INC	107	LINDEN	CT	665.09
3636	BIBLE WAY TEMPLE CHURCH	53	S KIRKWOOD	ST	48.44
3634	BIBLE WAY TEMPLE CHURCH	61	S KIRKWOOD	ST	55.43
13464	BISHOGO,DENISE	104	N ANN	AVE	523.50
1408	BOHANNON,CHARLOTTE LTR	529	ROBERTA	AVE	641.34
4610	BOLDS,RENEE &	312	W LOOCKERMAN	ST	1,430.03
68248	BOOZER,DEXTER R	276	TROON	RD	236.14
1458	BORDEAUX,KEVIN L & MICHELLE E	149	ORCHARD	AVE	143.06
13900	BORST,JOHN A	19	SPRUANCE	RD	488.74

TAX ACCOUNT ID	Related party name	Street number	Property Address		TOTAL DUE
1696	BRINKLEY,HARRY W & CALMETTA M	230	N ANN	AVE	552.37
1790	BROWN,ARTHUR R	807	W NORTH	ST	374.46
1786	BROWN,ARTHUR R	815	W NORTH	ST	595.70
1792	BROWN,ARTHUR R	823	W NORTH	ST	682.33
1842	BROWN,GERDA	90	N HALSEY	RD	555.89
15206	BROWN,KENNETH B & NANCY J	344	N GOVERNORS	AVE	369.35
1870	BROWN,KENNETH B SR & NANCY J	350	N GOVERNORS	AVE	410.33
1868	BROWN,KENNETH B SR & NANCY J	773	SLAUGHTER	ST	700.03
11148	BROWN,NELSON E & LAVONE M	730	E DIVISION	ST	590.57
1904	BROWN,RUDOLPH E SR & TEEDIE R	1249	WALKER	RD	215.45
1900	BROWN,RUDOLPH E SR & TEEDIE R	1400	MCKEE	RD	1,042.49
1902	BROWN,RUDOLPH E SR & TEEDIE R	1380	MCKEE	RD	1,258.05
596	BUMBLE BEE TRANSPORTATION INC	848	HORSEPOND	RD	25.00
8184	CALDWELL-GUINN,TERESA	102	N KIRKWOOD	ST	81.29
2270	CALDWELL,M MILFORD JR &		WESTWOOD	PL	92.96
2484	CARTER,MARY N	212	W DIVISION	ST	39.59
13696	CAVE,WILSON R &	707	RIVER	RD	5.91
60608	CHAPPELL,GLORIA & ALEXANDER	135	CHERRY	ST	177.92
2640	CHAPPELL,GLORIA & ALEXANDER	133	CHERRY	ST	329.29
5128	CIAMPA,THOMAS V & ELIZABETH A	520	N EAST	AVE	2,555.26
2856	COCKRELL,M EVANS	145	N ANN	AVE	425.24
2920	COLLINS,NORMA T	202	N AMERICAN	AVE	605.02
2940	COMBS,BETTY E	47	MITSCHER	RD	155.24
8490	CONLEY,CONSTANCE A	540	GEORGE WASHINGTON	DR	64.75

TAX ACCOUNT ID	Related party name	Street number	Property Address		TOTAL DUE
3120	CORNEY,LONEE EST & DOROTHY	1460	MCKEE	RD	220.77
5786	CORTES,JUAN	2381	WHITE OAK	RD	598.02
62786	CRAFT BUILT HOMES LLC	152	REVOLUTIONARY	BLVD	20.96
62838	CRAFT BUILT HOMES LLC	212	TEA PARTY	TRL	27.95
62840	CRAFT BUILT HOMES LLC	214	TEA PARTY	TRL	27.95
62842	CRAFT BUILT HOMES LLC	216	TEA PARTY	TRL	27.95
62916	CRAFT BUILT HOMES LLC	213	TEA PARTY	TRL	27.95
62918	CRAFT BUILT HOMES LLC	215	TEA PARTY	TRL	27.95
62920	CRAFT BUILT HOMES LLC	217	TEA PARTY	TRL	27.95
62976	CRAFT BUILT HOMES LLC	281	TEA PARTY	TRL	27.95
62978	CRAFT BUILT HOMES LLC	283	TEA PARTY	TRL	27.95
62980	CRAFT BUILT HOMES LLC	285	TEA PARTY	TRL	27.95
62914	CRAFT BUILT HOMES LLC	211	TEA PARTY	TRL	30.74
62922	CRAFT BUILT HOMES LLC	219	TEA PARTY	TRL	30.74
62974	CRAFT BUILT HOMES LLC	279	TEA PARTY	TRL	30.74
62982	CRAFT BUILT HOMES LLC	287	TEA PARTY	TRL	30.74
62836	CRAFT BUILT HOMES LLC	210	TEA PARTY	TRL	31.21
62844	CRAFT BUILT HOMES LLC	218	TEA PARTY	TRL	31.21
62774	CRAFT BUILT HOMES LLC	159	REVOLUTIONARY	BLVD	34.94
62780	CRAFT BUILT HOMES LLC	164	REVOLUTIONARY	BLVD	34.94
62782	CRAFT BUILT HOMES LLC	160	REVOLUTIONARY	BLVD	34.94
62784	CRAFT BUILT HOMES LLC	156	REVOLUTIONARY	BLVD	34.94
62788	CRAFT BUILT HOMES LLC	148	REVOLUTIONARY	BLVD	34.94
62790	CRAFT BUILT HOMES LLC	144	REVOLUTIONARY	BLVD	34.94

TAX ACCOUNT ID	Related party name	Street number	Property Address		TOTAL DUE
62792	CRAFT BUILT HOMES LLC	140	REVOLUTIONARY	BLVD	34.94
62794	CRAFT BUILT HOMES LLC	136	REVOLUTIONARY	BLVD	34.94
62796	CRAFT BUILT HOMES LLC	132	REVOLUTIONARY	BLVD	34.94
62798	CRAFT BUILT HOMES LLC	128	REVOLUTIONARY	BLVD	34.94
62800	CRAFT BUILT HOMES LLC	124	REVOLUTIONARY	BLVD	34.94
62804	CRAFT BUILT HOMES LLC	116	REVOLUTIONARY	BLVD	34.94
63022	CRAFT BUILT HOMES LLC	400	SUVARNA	LN	34.94
62772	CRAFT BUILT HOMES LLC	155	REVOLUTIONARY	BLVD	35.40
62808	CRAFT BUILT HOMES LLC	108	REVOLUTIONARY	BLVD	35.40
62822	CRAFT BUILT HOMES LLC	137	REVOLUTIONARY	BLVD	35.40
62778	CRAFT BUILT HOMES LLC	168	REVOLUTIONARY	BLVD	35.87
62806	CRAFT BUILT HOMES LLC	112	REVOLUTIONARY	BLVD	35.87
63016	CRAFT BUILT HOMES LLC	417	SUVARNA	LN	35.87
62876	CRAFT BUILT HOMES LLC	274	TEA PARTY	TRL	36.33
62776	CRAFT BUILT HOMES LLC	163	REVOLUTIONARY	BLVD	36.80
63024	CRAFT BUILT HOMES LLC	404	SUVARNA	LN	36.80
62770	CRAFT BUILT HOMES LLC	109	REVOLUTIONARY	BLVD	37.26
63014	CRAFT BUILT HOMES LLC	421	SUVARNA	LN	37.26
63018	CRAFT BUILT HOMES LLC	405	SUVARNA	LN	37.26
62812	CRAFT BUILT HOMES LLC	100	REVOLUTIONARY	BLVD	37.73
62820	CRAFT BUILT HOMES LLC	133	REVOLUTIONARY	BLVD	37.73
63020	CRAFT BUILT HOMES LLC	420	SUVARNA	LN	38.66
62818	CRAFT BUILT HOMES LLC	117	REVOLUTIONARY	BLVD	41.92
1518	CRUMPLEY,J KELLY & MARY JAN	511	N WEST	ST	534.68

TAX ACCOUNT ID	Related party name	Street number	Property Address		TOTAL DUE
51734	CULLISON,RICHARD J	324	W PERSIMMON	CIR	702.71
3356	CURD,HAROLD H EST & WILLA M	439	COLLINS	DR	379.59
5474	DAUBE,DORIS F REVOC TRUST	552	WESTWOOD	DR	40.17
5550	DAVIS,GLENN R	350	MARTIN	ST	915.49
5544	DAVIS,RONNIE K	50	LAUREL	DR	100.17
3888	DEL BRICK CO	800	NEW BURTON	RD	500.00
49900	DELAWARE CIVIC CENTER CORP	1528	N DUPONT	HWY	550.00
5912	DELAWARE LAND INC	43	PARK	DR	1,071.23
5640	DEMARIE,ANNE M	712	OAK	DR	629.23
5650	DEMBY,EDWARD W	1510	COLLEGE	RD	500.00
5648	DEMBY,MARGARET D	127	S KIRKWOOD	ST	71.27
5770	DICKERSON,DIANA &	960	CARVEL	DR	546.79
5794	DIEHL,RICHARD L & CHRISTINE J	2376	WHITE OAK	RD	12.34
5816	DILLOW,DAVID L & ELLEN	24	N HALSEY	RD	647.39
18032	DIXON,LILLIE R	433	COLLINS	DR	11.26
14246	DOLISON,OCTAVIA	511	SCHOONER	WAY	218.73
60086	DOVER AUTO BAY ROAD LLC	1011	BAY	RD	265.95
3790	DOVER LAUNDRY AND DRY CLEANERS	411	S GOVERNORS	AVE	262.07
5988	DOYLE,JOHN B EST	224	MAHOGANY	PL	642.28
2218	DUNMORE,ANGELA	603	SPRING GARDEN	ST	150.00
8178	ELSBERRY,WILLIE JR	231	N QUEEN	ST	516.41
8116	ENTERPRISE ENTERPRISES LLC	1502	COLLEGE	RD	1,242.70
16258	EQUALITY INVESTMENTS LLC	228	N QUEEN	ST	322.50
6530	FAULKNER,WAYNE EUGENE & OTHERS	1435	NEW BURTON	RD	633.23

TAX ACCOUNT ID	Related party name	Street number	Property Address		TOTAL DUE
6550	FEDIRKO,NICHOLAS & PAMELA A	43	E DIVISION	ST	847.87
6562	FENIMORE,HARVEY C III TRUST	125	RODNEY	RD	643.78
60636	FIRST FLAG INC	237	MIFFLIN	RD	3,082.57
6648	FISHER,RAYMOND	315	RAYMOND	ST	450.85
13844	FORBES,JOHN A JR	119	SPRUANCE	RD	750.00
6772	FORD-WARING,WANDA & OTHERS	369	MIMOSA	AVE	303.67
6828	FOUNTAIN,ERIC J	415	W WATER	ST	699.93
60580	FRANK ROBINO ASSOC INC		INDEPENDENCE	BLVD	295.57
6948	FRIDLEY,BRYANT LEE	1100	JANES	RD	358.17
10892	FU,YAZHOU & JING	1448	S STATE	ST	765.96
8632	GARY JAMES SPENCER LLC	113	N DUPONT	HWY	2,966.37
6268	GIBBON,ASHLEY J & PATRICIA A	34	N NEW	ST	473.67
804	GOVERNORS AVE ENTERPRISES LLC	446	S GOVERNORS	AVE	45.20
12246	GRAVES,RODNEY RYAN &	488	N EAST	AVE	215.65
14540	GRAY,KEITH	15	S GOVERNORS	AVE	2,476.97
8268	GROSSMAN,STEVEN L & ELIZABETH	321	N NEW	ST	341.40
5430	GROSSMAN,STEVEN L & ELIZABETH	268	TROON	RD	1,599.39
7834	HALL,SYLVIA S	21	OAKMONT	DR	952.92
7904	HAMMOND,SALLY L	61	EVERGREEN	DR	183.98
55072	HANKINS,FREDERICK JR	122	KURT	DR	336.39
8016	HARMON,BRIAN H	53	LAFFERTY	LN	614.79
8142	HARRIS,MARGUERITE C (LTR) &	1500	COLLEGE	RD	166.21
8376	HEDRICK,STEVEN J & KELLY J	6	GREGORY	CT	1,408.23
57016	HELMICK,ERIN E	208	THORNTON	ST	717.73

TAX ACCOUNT ID	Related party name	Street number	Property Address		TOTAL DUE
160	HENDBERG,JAMES E	324	MACARTHUR	DR	632.56
462	HENRY,ELIZABETH M	114	DAVIS	CIR	22.41
58914	HEREDIA,ALDEMAR & MARY	11	DERBYSHIRE	CT	16.80
4882	HOFFECKER,STEPHEN H	6	ATRAM HALL		264.55
54296	HORNBERGER,KENNETH W & PAULA M	220	W PERSIMMON	CIR	1,565.10
10820	HORSEPOND PROPERTIES LLC	730	HORSEPOND	RD	4,616.08
16088	HOUGHTON,DAVID P	132	CARNOUSTIE	RD	896.10
2276	HOWE,KENRICK	430	COURT	ST	413.59
12102	HUFFMAN,LISA M	128	HAMPTON	DR	388.44
13318	HYDE PARK DEVELOPERS	9	PAR HAVEN	DR	1,225.90
9238	JACKEWICZ,JOHN T	75	OLD FORGE	DR	649.26
15702	JAMES,ASHLEY &	307	N GOVERNORS	AVE	344.66
16810	JANAIDS A HOLDING COMPANY	211	W LOOCKERMAN	ST	852.37
17760	JARMAN,JAMES E	327	BRADLEY	RD	581.26
9436	JESTER,JOHN	121	GREENHILL	AVE	539.34
1802	JOHNSON,AMANDA	309	N NEW	ST	117.84
2242	JOHNSON,CORNELIA	123	ALONZO	DR	577.53
55550	JOHNSON,LADEAN M	422	MOORE	PL	11.70
9470	JOHNSON,ROSARIO	848	LINCOLN	ST	435.01
11692	JOHNSON,THEODORE JR & CLAUDIA	141	OLD FORGE	DR	438.28
17762	JONES-WILLIAMS,JULIETTE	819	TOWNSEND	BLVD	598.02
9688	JONES,HELAINE B	1147	OAK	DR	641.80
60256	JONES,SARAH E		COLLEGE	RD	35.40
9594	JONES,SARAH E	230	W DIVISION	ST	46.12

TAX ACCOUNT ID	Related party name	Street number	Property Address		TOTAL DUE
9596	JONES,SARAH E	2	S NEW	ST	335.38
9592	JONES,SARAH E		COLLEGE	RD	336.27
9586	JONES,SARAH E	1370	COLLEGE	RD	1,070.08
9598	JONES,SARAH E	826	FOREST	ST	1,634.32
54688	JONES,SCOTT C	116	SUSAN	PL	507.67
4466	K W LANDS GP	1570	N DUPONT	HWY	25.00
9774	KARL,MICHAEL J & DARBI J	839	TOWNSEND	BLVD	643.21
9836	KEEN,RALPH E & YOCELINDA	543	NIMITZ	RD	577.07
9856	KEITH,ROGER M & OTHERS	126	CHERRY	ST	5.89
1044	KINDIG,ROSA	55	PRIMROSE	DR	150.00
52226	KNIGHT,LEONARD JR	305	NORTHDOWN	DR	568.22
8766	KOSTACK,JOSEPH R &	325	N NEW	ST	2,937.51
17330	KZ FOREVER LLC	2	S QUEEN	ST	289.24
8824	LAWRENCE,JERRY W	621	PEAR	ST	646.93
17562	LDS DELAWARE LLC	223	S DUPONT	HWY	84.64
10624	LEBLOND,LARRAINE &	417	ALDER	RD	8.25
12950	LEE,MARY F	143	GREENHILL	AVE	630.17
10664	LEEKS,SHIRLEY E	614	RIVER	RD	418.24
10718	LETTICH,AMEE L	1001	WHITE OAK	RD	171.87
10784	LEWIS,ROSE MARY	760	SLAUGHTER	ST	176.95
18028	LIFEQUEST HOLDING LLC	208	N NEW	ST	459.23
10816	LIFFRIDGE,PHILLIP	924	BUCK	DR	528.16
62652	LMK HOMES INVESTMENTS LLC	56	REPRESENTATIVE	LN	33.05
62642	LMK HOMES INVESTMENTS LLC	46	REPRESENTATIVE	LN	33.23

TAX ACCOUNT ID	Related party name	Street number	Property Address		TOTAL DUE
62666	LMK HOMES INVESTMENTS LLC -	74	REPRESENTATIVE	LN	33.72
62638	LMK HOMES INVESTMENTS LLC -	40	REPRESENTATIVE	LN	413.42
11120	MACDONALD,ETHEL P EST &	311	N GOVERNORS	AVE	264.19
13218	MAJEED,IMRAN S		WHITE OAK	RD	1,234.70
11344	MARSHALL,BARBARA F & A	935	SHANK	RD	515.00
11348	MARSHALL,KATHY & OTHERS	120	N KIRKWOOD	ST	52.81
11404	MARTIN,MAHALA O	1380	COLLEGE	RD	60.40
10414	MARVEL,KAREN & OTHERS	628	N WEST	ST	626.98
11468	MASSEY,GEORGE C	61	S TURNBERRY	DR	1,568.65
8676	MAST,BENJAMIN & CHRISTINE	61	FOREST CREEK	DR	373.07
11564	MAYBEE,JOSEPH WHITMORE	10	S BRADFORD	ST	756.38
54430	MCALLISTER,LARRY N & BETTY J	435	WORCHESTER	DR	691.17
8958	MCCARTHY,MICHAEL	888	LINCOLN	ST	11.04
11620	MCCAULEY,CHANLEY T & K E	126	N NEW	ST	315.32
15654	MCCLOSKEY,KEVIN	722	MAPLE	PKY	5.52
3980	MC5 LLC	122	ROSEMARY	RD	30.13
3514	MESSINA MEL INC	63	N DUPONT	HWY	2,491.30
14734	MGMNT RESIDENTIAL SERVICES INC	61	N WEST	ST	11.66
55184	MGMNT RESIDENTIAL SERVICES INC	75	N WEST	ST	47.98
6256	MGMNT RESIDENTIAL SERVICES INC	1001	WHITE OAK	RD	139.40
814	MGMNT RESIDENTIAL SERVICES INC	1001	WHITE OAK	RD	149.14
6258	MGMNT RESIDENTIAL SERVICES INC	1001	WHITE OAK	RD	149.14
9546	MGMNT RESIDENTIAL SERVICES INC	1001	WHITE OAK	RD	149.14
13114	MGMNT RESIDENTIAL SERVICES INC	1001	WHITE OAK	RD	170.94

TAX ACCOUNT ID	Related party name	Street number	Property Address		TOTAL DUE
9650	MGMNT RESIDENTIAL SERVICES INC	71	N WEST	ST	290.40
9360	MIKE G LLC		N DUPONT	HWY	1,052.39
15998	MILLIGAN,JACK R	766	S STATE	ST	1,141.56
47774	MILLS,MARY F	302	CHELSEA	WAY	538.09
12154	MILLS,MARY FRANCES	806	FOREST	ST	291.87
4496	MINUS,DORETHA	229	N QUEEN	ST	70.78
6998	MMS HOLDING CORP LLC	830	WALKER	RD	1,457.20
398	MOCKFAUL,LLC	319	W WATER	ST	15.19
16852	MONNINGER,SHADD D	227	N ANN	AVE	567.76
12380	MOORER,WILBERT & GUINEVERE	239	N WEST	ST	772.21
1698	MOSLEY,ROSE M	14	WELCH	DR	348.85
12506	MOYER,SHOSHANNAH L	923	WOODCREST	DR	328.89
12662	NEAL,ADALYN G &	403	DOGWOOD	AVE	682.33
5238	NEW STREET LP	130	S NEW	ST	61.80
14652	NGUYEN,TAMMY	914	BOGGS	DR	546.33
17196	NJUBIGBO,EDMUND C & NKECHI J	209	W DIVISION	ST	649.73
12830	NOLL,SUZANNE J	705	MAPLE	PKY	954.76
12828	NOLL,SUZANNE J	171	N EDGEHILL	AVE	1,151.33
17974	NWOSU,CHIKEZIE & OTHERS	353	N GOVERNORS	AVE	228.19
18164	ODONNELL,CAROL A	49	BALTUSROL	RD	200.00
12614	OGUNYEMI,DELE & BOLANLE	39	PERIWINKLE	CT	518.73
8582	ORDWAY PROPERTIES LLC	117	W REED	ST	11.92
13582	OTT,CHRISANN	225	BAYARD	AVE	17.12
17104	PARK,DIANA &	130	ORCHARD	AVE	487.65

TAX ACCOUNT ID	Related party name	Street number	Property Address			TOTAL DUE
13252	PARSONS,STEVEN A & ANITA	76		HITCHING POST	DR	727.27
57546	PATEL EXCESS COLLEGE ROAD LLC			COLLEGE SETTLEMENT		16.31
43336	PATEL HOSPITALITY PROPERTIES	1106		BAY	RD	215.65
43334	PATEL HOSPITALITY PROPERTIES	1080		BAY	RD	426.28
13452	PERRUSQUIA,MAX V	613		RIVER	RD	384.25
13454	PERRY,ANNA M	532		BUCKSON	DR	559.83
4802	PILGRENE,RALPH A JR & SUSAN C	31		KAREN	PL	5.63
13592	PITTS,ALONZO O	725		SLAUGHTER	ST	2,323.36
61050	POUNDS,JENESSA	6		MARGATE	CIR	254.33
58740	POWELL,FRANCIS G & BARBARA D	1196		DEATS	DR	32.85
13204	POWELL,JERIL & ELAINE	253		KESSELRING	AVE	322.27
56328	PRESIDENTIAL ASSOC			MARSH CREEK	LN	54.91
2674	PRITCHETT,F WAYNE	200	N	NEW	ST	746.13
13780	PRUITT,THOMAS G & ANICE F	110		MORRIS	DR	388.31
3716	PUSAN PROPERTIES LLC	391	N	DUPONT	HWY	95.90
7450	R & D TRADING COMPANY LLC	25	W	LOOCKERMAN	ST	1,271.26
14044	REICHENSPERGER,JAMES F	194		PENNSYLVANIA	AVE	300.00
14078	RIEGER,JOANNA LYN	3		DOVER HALL		312.52
14264	ROACH,GEORGE A & VALLEREE L R	816		SLAUGHTER	ST	589.64
14286	ROBERTS,PATRICK A & BELINDA M	917		JANEKA	LN	173.34
14470	ROW,HOWARD E	207		ORCHARD	AVE	547.25
9578	SARGENT,SUSAN B	956		MCDOWELL	DR	2,017.58
5384	SAUNDERS,ALEXINA L	13		LIBERTY	DR	129.61
9084	SCHAFFNER HOLDINGS PROP LLC	25		MITSCHER	RD	486.71

TAX ACCOUNT ID	Related party name	Street number	Property Address		TOTAL DUE
3308	SCHAFFNER PROPERTIES LLC	499	BARRISTER	PL	269.20
14922	SCHUMAN,RANDY T	501	GEORGE WASHINGTON	DR	1,020.18
62644	SCOTT,BENJAMIN F &	48	REPRESENTATIVE	LN	152.84
15792	SEWELL,KAREN L J	75	QUAIL HOLLOW	DR	20.10
11276	SHAHAN,GENE R &	429	EAST WIND	DR	630.63
2604	SHOCKLEY,BARBARA & OTHERS	39	SACKARACKIN	AVE	728.43
17318	SHOCKLEY,MARY H & OTHERS	118	N ANN	AVE	14,512.05
59310	SIMONS,NATHANIEL III & TAMMY V	54	WELLINGTON	AVE	287.65
15370	SINGLEY,WILLARD S JR	10	FOX HALL		1,355.31
54256	SLACK,JOHN B	224	W PERSIMMON	CIR	335.72
15420	SLAUGHTER,JOHN & LENA MAE	187	HAMAN	DR	698.10
15478	SMITH,BRANDON T & HOLLY R	155	SPRUANCE	RD	294.35
15636	SNYDER,HERBIE DEAN	1137	JANES	RD	409.40
10126	SOLIMAN,MOHAMED	8	MERION	CT	923.12
12784	SPENCER,ETHEL L	508	E LOOCKERMAN	ST	786.19
4520	SPENCER,GARY J & APRIL D	119	N DUPONT	HWY	2,782.86
17888	STANFORD,MICHAEL JO-VON QUE	133	GORDON	PL	3,365.46
15804	STANLEY,CAROLINE V	815	SLAUGHTER	ST	413.13
14686	STATE STREET 33 PROPERTIES LLC	33	S STATE	ST	33.10
1536	STAUB,JAMES M &	198	HAMAN	DR	12.71
15844	STAUFFER,LEAH &	156	OLD FORGE	DR	458.56
15476	STEFANOSKI,TERRI JO	261	FIDDLERS	GRN	10.63
15922	STEVENSON,RICHARD V & PEARL V	13	FOREST CREEK	DR	380.98
12822	STEWART,GARY J & CHRISTINE M	280	KESSELRING	AVE	681.86

TAX ACCOUNT ID	Related party name	Street number	Property Address		TOTAL DUE
16068	SUDLER,SHERYLANN D	321	COLLEGE	RD	460.74
50050	TAMESIS,ERIC R & MARIA T	285	BEISER	BLVD	1,633.85
50552	TAYLOR,LARRY	130	MATTERHORN	DR	81.27
10716	TBM ENTERPRISES LLC	132	W LOOCKERMAN	ST	1,042.97
15024	TOPPIN,ALICE A	40	BERTRAND	DR	8.72
10024	TUCKER,IRIS R	1251	N FARMVIEW	DR	617.74
55762	TURNER,STEPHEN T & EDNA M	406	MOORE	PL	60.49
16726	UPSHUR,INA	38	LOST TREE	CT	859.31
6328	VALLES,EMILIO & KRISTINE	127	OLD FORGE	DR	425.24
16770	VANSANT,DOUGLAS & LINDA		N GOVERNORS	AVE	246.39
59030	VELKOFF,LAUREN R	400	BEUVALE	LN	545.86
6760	WADDELL,TERESA L &	46	PAR HAVEN	DR	163.48
17062	WAGNER,MARY H	556	BUCKSON	DR	88.77
1092	WAID,EUGENIA E	540	FAIRVIEW	AVE	554.24
17262	WASHINGTON,CLARA	120	REESE	ST	558.90
17294	WATKINS,MYRTLE E LTR & OTHERS	26	N NEW	ST	341.40
17420	WELCH,CHARLES W JR & JUNE K	758	OAK	DR	9.10
9794	WEST,OLIVER RAY JR &	543	CRAWFORD	AVE	106.82
17474	WESTER,ANGELA &	236	EISENHOWER	DR	531.20
1846	WEYANT,MICAEL T & KATHLEEN	46	PAR HAVEN	DR	4.85
8202	WHALEN,MARY A	535	WOODSEDGE	RD	495.89
12780	WHITE WOLF HOLDINGS LLC	134	W LOOCKERMAN	ST	86.88
17578	WHITE,CHARLES C	206	N KIRKWOOD	ST	373.07
53620	WHITE,WILLIAM H JR	226	W PERSIMMON	CIR	352.11

TAX ACCOUNT ID	Related party name	Street number	Property Address		TOTAL DUE
8474	WIDDER,RUSSELL P & DEEANN L	1216	AFTON	CT	328.34
54610	WILLIAMS,ELLA MAE	19	SUTTON	DR	999.80
13674	WILLIAMS,WANDA E & GARY LEE	123	REESE	ST	539.81
3084	WILSON,FREDDIE E &	534	FULTON	ST	935.06
17896	WILTBANK,JEROME R	1506	MCKEE	RD	23.90
18038	WOOLFORD,LOUIS D	451	BARRISTER	PL	146.25
7252	WRIGHT,LORETTA E	124	GREENHILL	AVE	457.07
18238	YOUNG,THOMAS A EST & MAUD T	4	N ANN	AVE	520.71

* * * E N D O F R E P O R T * * *

ACTION FORM

PROCEEDING: Legislative, Finance & Administration Committee
DEPARTMENT OF ORIGIN: City Manager's Office **DATE SUBMITTED**: June 2, 2016
PREPARED BY: Scott D. Koenig, P.E., City Manager
SUBJECT: Whatcoat Village Revitalization PILOT (Payment-in-Lieu of Taxes) Agreement
REFERENCE: N/A
RELATED PROJECT: N/A
REVIEWED BY: Scott D. Koenig, P.E., City Manager, Donna Mitchell, Controller
EXHIBITS: Exhibit A – Letter Dated April 11, 2016 from Christopher Lamb; Exhibit B – Draft Agreement; Exhibit C – Recommendation of Board of Assessment Appeals; Exhibit D – Account History Inquiry; Exhibit E – Commercial Property Record Card
EXPENDITURE REQUIRED: N/A **AMOUNT BUDGETED**: N/A **FUNDING SOURCE (Dept./Page in CIP & Budget)**: N/A
TIME TIMETABLE: Finalize agreement as soon as possible after City Council authorization.
RECOMMENDED ACTION: Authorize the City Manager to negotiate and execute a final agreement with Whatcoat Community Development, Inc. regarding a proposed PILOT agreement for Whatcoat Village located at 992 Whatcoat Village Drive, Dover, Delaware.

BACKGROUND AND ANALYSIS

Whatcoat Community Development, Inc. is proposing the revitalization of Whatcoat Village, 992 Whatcoat Village Drive, Dover, Delaware. This revitalization project intends "to cause the substantial rehabilitation of the existing improvements on the Land and cause them to be operated as an apartment complex for low and moderate income persons pursuant to Section 42 of the Internal Revenue Code. Whatcoat Community Development, Inc. 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 property consists of seventy-eight (78) rent restricted, apartment units. The project is exempt from taxation and assessment pursuant to 9 Del. C. Section 8105.

The property owner has applied for property tax exemption and the Board of Assessment Appeals has recommended the granting of the property tax exemption based on the recommendation of the City Solicitors. The assessed value of the property is currently $4,186,800. This equates to property tax levy of $16,956.54. The draft agreement proposes a PILOT payment of $9,000 per year to receive certain public services.

Exhibit A

City of Dover
RECEIVED
APR 12 2016
CITY MANAGER/MAYOR

Pepper Hamilton LLP
Attorneys at Law

Hercules Plaza, Suite 5100
1313 Market Street
P.O. Box 1709
Wilmington, DE 19899-1709
302.777.6500
Fax 302.421.8390

Christopher J. Lamb
direct dial: 302.777.6548
direct fax: 302.397.2713
lambc@pepperlaw.com

April 11, 2016

VIA EMAIL AND FIRST-CLASS MAIL

Scott D. Koenig, P.E. ICMA-CM
City Manager
City of Dover
15 Loockerman Plaza
Dover, DE 19901

Re: Whatcoat Village
ED-05-067.19-02-11.00-000

Dear Mr. Koenig:

As we discussed earlier today, we represent Whatcoat Community Development, Inc. in connection with its revitalization of Whatcoat Village. In November, we submitted a property tax exemption application for the property. I understand the application may be heard next month. As an alternative to the exemption, my client is interested in payment-in-lieu of tax arrangements with the County and City in the annual amounts of $10,000 and $9,000, respectively. The County is aware of this request, but I have not discussed it with them in any detail. I have enclosed a draft PILOT agreement for the property. I look forward to hearing from you.

Very truly yours,

Christopher J. Lamb

CJL/slh
Enclosure
#38764895 v1 (140299.3)

cc: Ms. Vandana Sareen (via email)
Mr. Milton Pratt (via email)
Arthur M. Brown, Esquire (via email)

Tax Parcel No.: ED-05-067.19-02-11.00-000

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 _____, 2016, by and between Whatcoat Community Development, Inc., a Delaware corporation ("Owner"), having an address at 992 Whatcoat Village Drive, Dover, Delaware 19904 and the City of Dover, a municipality of the State of Delaware ("City"), having an address at 15 Loockerman Plaza, Dover, Delaware 19901.

Background

A. Owner is the fee simple owner of certain real property, being tax parcel number ED-05-067.19-02-11.00-000 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 Nine Thousand Dollars ($9,000) ("PILOT"), prorated for any partial 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:

WHATCOAT COMMUNITY
DEVELOPMENT, INC.

_____

By:_____(SEAL)
Name:
Title:

CITY OF DOVER

_____

By:_____(SEAL)
Scott D. Koenig, P.E. ICMA-CM
City Manager

STATE OF DELAWARE)
) ss.
COUNTY OF _____)

BEFORE ME, a notary public for the state and county aforesaid, did appear _____, the _____ of Whatcoat Community Development, Inc., 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 _____, 2016.

_____
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 Scott D. Koenig, the City Manager 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 _____, 2016.

_____
Notary Public

My Commission Expires:_____

EXHIBIT A

Mrs. Bundek informed the appellant, that the City Council has the final decision and that a certified letter with the date of the Council Hearing would be mailed.

2.B. Whatcoat Community Development Inc.

Location:	**Exempt Request:**
992 Whatcoat Village Dr.	$4,186,800

BACKGROUND AND ANALYSIS

An exemption request was submitted to the Assessor's Office.

This property has been under this ownership since 1970. They are currently paying property tax to the City of Dover

RECOMMENDED ACTION:

Recommend that the request for exemption be reviewed.

Present for the meeting were:

Christopher Lamb Esq., attorney for the property owner
Vandana Sareen, VP of the Development for The Michaels Organization
Kara Velez, Community Manager for Whatcoat Village Apartments
Mr. Hill and Mr. Adams, Representing Whatcoat Community Development Inc.

Mr. Lamb started by informing the Board of Assessment Appeals where the property is located. He went on to let the board know that the current owner is Whatcoat Community Development Inc. which is a 501(c)(3) organization and had been incorporated in 1970.

Mr. Lamb went to read the purpose of the organization:

"The corporation is hereby organized, exclusively for a charitable and religious purpose, and the Business and object to be carried on and prompted by it is to provide, on a non-profit basis, Housing for low and moderate income families and families in need of housing where no adequate housing exists for groups, pursuant to Section 236 of the National Housing Act."

The attorney explained that the property consists of 78 rent restricted, family apartment units and that 57 units are subsidized by HUD (Housing and Urban Development). He also mentioned that DSHA (Delaware State Housing Authority) and HUD regulate the properties and that tenants are mostly minorities and very low income and that the property qualifies for the exemption under 9 Del. C. § 102-182.

Per Mr. Lamb, the property is in need of substantial renovations, costing a lot of money. Therefore, the property would not be able to carry the full tax load. He also explained that the owner realizes the burden the property is putting onto the city and is therefore offering to enter into a $9,000 PILOT (Payment in Lieu of Taxes) with the City of Dover. This offer has also been extended to Kent County for $10,000.

It was also explained that the property, because of its nature, is eligible for tax credits. These credits are sold to Investors; this money is then used to do this substantial renovation.

Ms. Sareen pointed out that under the low income tax credit all units would be subsidized units, meaning by law the income of the residence should be 60% below national average, however the property owner has committed to have the average income at 35% of the median income in Kent County Delaware, which would mean the yearly income per family would be approximately between $15,000 to $20,000.

Mr. Burns asked if the property is currently paying taxes and how much those are, since the city would be losing those taxes for a long time to come.

The Assessor told the board that the current taxes are approximately $16,000.

Mr. Lamb expressed that he is hoping the $9,000 PILOT will be accepted by the city as they do not want to be a burden.

Mr. Burns asked the Assessor what her recommendations are?

Mrs. Bundek replied that based on the City Solicitors recommendations, the property should be granted the exemption.

Mr. Burns made the motion to approve the exempt request with the recommendation that the city manager give the offered PILOT serious consideration.

Mr. Galvin seconded the motion. Motion carried 3-0.

Mrs. Bundek informed the appellant that the City Council was the final decision and that a certified letter with the date of the Council Hearing would be mailed.

Meeting was adjourned at 9:47 A.M.

TX400I01 CITY OF DOVER 6/02/16
Account History Inquiry 12:09:47
Exhibit D

Account ID, location ID : 5354 5354
Tax Map Number . . . . . : ED-05-067.19-02-110.000-000
Pending . . . . . : .00
Account balance . . . . : .00
Current due . . . . . : .00

Type options, press Enter.
5=View detail

Opt	Date	Type	Code	Year	Roll	Period	Amount	Tax receipt
_	8/11/15	ADJ DUE	CP	15	RE	1	254.35-	
_	8/03/15	PAYMENT	TX				16,956.54-	0035414
_ >	7/01/15	BILL		15	RE	1	16,956.54	0205541
_	7/28/14	PAYMENT	TX				13,823.11-	0027520
_	7/01/14	BILL		14	RE	1	13,823.11	0202012
_	7/22/13	PAYMENT	TX				13,823.11-	0019745
_	7/01/13	BILL		13	RE	1	13,823.11	0189428
_	7/24/12	PAYMENT	TX				13,823.11-	0020305
_	7/01/12	BILL		12	RE	1	13,823.11	0176738

More...

F3=Exit F5=Valuation inq F6=Year summ inq F8=History print
F10=View 2 acct data F12=Cancel F18=Freeze inq

Exhibit E

tyler
cli division

COMMERCIAL PROPERTY RECORD CARD 2016 Printed: June 2, 2016

CITY OF DOVER

Situs : 992 WHATCOAT VILLAGE DR	Map ID: ED05-067.19-02-11.00	Class: APARTMENTS 5 UNITS OR MORE	Card: 1 of 2	Routing#: ED05067.19.020

CURRENT OWNER

WHATCOAT COMMUNITY DEV INC
C/O INTERSTATE REALTY
PO BOX 994
MARLTON NJ 08053

GENERAL INFORMATION

Living Units	77
Neighborhood	C38
Alternate Id	5354
Vol / Pg	
District	4
Zoning	RG-2
Class	APARTMENT

Property Notes

DBA APTS



Land Information

Type		Size	Influence Factors	Influence %	Value
Primary	AC	5.5000			1,995,000

Total Acres: 5.5
Spot: Location:

Assessment Information

	Assessed	Appraised	Cost	Income	Market
Land	1,995,000	1,995,000	1,995,000	1,995,000	0
Building	2,191,800	2,191,800	2,232,700	2,191,800	0
Total	4,186,800	4,186,800	4,227,700	4,186,800	0

Value Flag INCOME APPROACH
Gross Building:

Manual Override Reason
Base Date of Value 01-JAN-2015
Effective Date of Value 01-JAN-2015

Entrance Information

Date	ID	Entry Code	Source
11/21/13	JCK	Not Applicable	Other
04/29/09	JM	Not Applicable	Other

Permit Information

Date Issued	Number	Price	Purpose	% Complete
12/08/03	030000204	200	SIGN	
12/04/02	020000186	0	PLMB	
04/12/99	990000034	3,125	FIRE	
04/12/99	990000034	3,125	FIRE	
04/12/99	990000034	3,125	FIRE	

Sales/Ownership History

Transfer Date	Price	Type	Validity	Deed Reference	Deed Type	Grantee

Inspection Witnessed By _____

tyler clt division **COMMERCIAL PROPERTY RECORD CARD** 2016 Printed: June 2, 2016 **CITY OF DOVER**

Situs : 992 WHATCOAT VILLAGE DR	Parcel Id: ED05-067.19-02-11.00	Class: APARTMENTS 5 UNITS OR MORE	Card: 1 of 2	Routing#: ED05067.19.020

Building Information

Year Built/Eff Year	1972 /
Building #	1
Structure Type	Apartment - Garden
Identical Units	3
Total Units	21
Grade	C
# Covered Parking	
# Uncovered Parking	
DBA	

Building Other Features

Line	Type	+/-	Meas1	Meas2	# Stops	Ident Units	Line	Type	+/-	Meas1	Meas2	# Stops	Ident Units

Interior/Exterior Information

Line	Level From	To	Int Fin	Area	Perim	Use Type	Wall Height	Ext Walls	Construction	Partitions	Heating	Cooling	Plumbing	Physical	Functional
1	01	01	100	6,126	416	Apartment	9	Masonry & I	Wood Frame/Joist/B	Normal	Hot Air	Central	Normal	2	3
2	02	02	100	6,126	416	Apartment	9	Masonry & I	Wood Frame/Joist/B	Normal	Hot Air	Central	Normal	2	3
3	B1	B1	100	6,126	416	Apartment	9	None	Wood Frame/Joist/B	Normal	Hot Air	Central	Normal	2	2

Interior/Exterior Valuation Detail

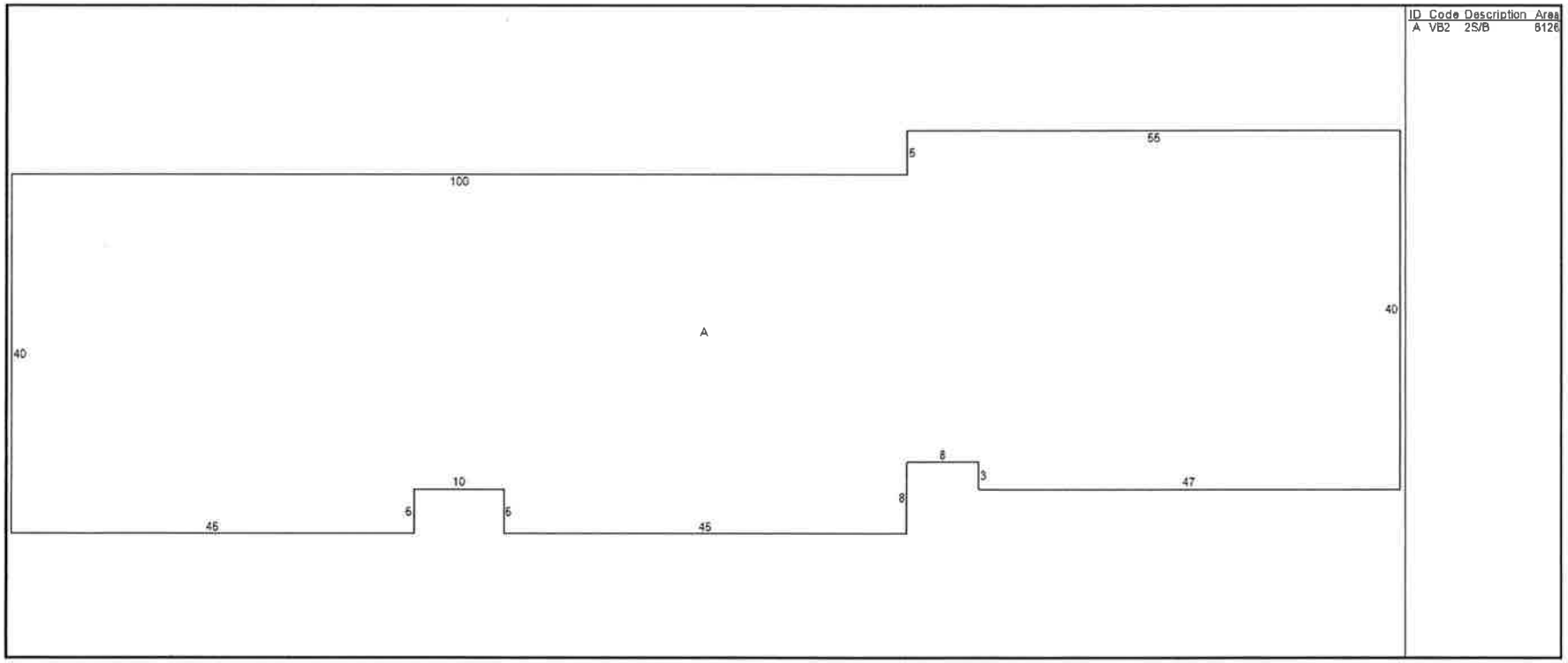
Line	Area	Use Type	% Good	% Complete	Use Value/RCNLD
1	6,126	Apartment	40		187,040
2	6,126	Apartment	40		183,780
3	6,126	Apartment	35		139,050

Outbuilding Data

Line	Type	Yr Blt	Meas1	Meas2	Qty	Area	Grade	Phy Fun	Value

tyler clt division **COMMERCIAL PROPERTY RECORD CARD** 2016 Printed: June 2, 2016 **CITY OF DOVER**

Situs : 992 WHATCOAT VILLAGE DR	Parcel Id: ED05-067.19-02-11.00	Class: APARTMENTS 5 UNITS OR MORE	Card: 1 of 2	Routing#: ED05067.19.020



Addtional Property Photos







tyler clt division **COMMERCIAL PROPERTY RECORD CARD** 2016 Printed: June 2, 2016 **CITY OF DOVER**

Situs : 992 WHATCOAT VILLAGE DR	Parcel Id: ED05-067.19-02-11.00	Class: APARTMENTS 5 UNITS OR MORE	Card: 1 of 2	Routing#: ED05067.19.020

Income Detail (Includes all Buildings on Parcel)

Use Grp	Mod Type	Inc Mod	Model Description	Units	Net Area	Income Rate	Econ Adjust	Potential Gross Income	Vac Model	Vac Adj	Additional Income	Effective Gross Income	Expense Model %	Expense Adj %	Expense Adj	Other Expenses	Total Expenses	Net Operating Income
01	A	002	Low Rise Apartment	77	79,134		85	670,956	10		0	603,860	48			289,853	289,853	314,007

Apartment Detail - Building 1 of 2

Line	Use Type		Per Bldg	Beds	Baths	Units	Rent	Income
1	011	Apartment	6	1	1 \0	18	9,000	162,000
2	011	Apartment	15	2	1 \0	45	10,320	464,400

Building Cost Detail - Building 1 of 2

Total Gross Building Area	55,134
Replace, Cost New Less Depr	509,870
Percent Complete	100
Number of Identical Units	3
Economic Condition Factor	
Final Building Value	1,529,610
Value per SF	27.74

Notes - Building 1 of 2

Income Summary (Includes all Building on Parcel)

Total Net Income	314,007
Capitalization Rate	0.075000
Sub total	4,186,760
Residual Land Value	
Final Income Value	4,186,760
Total Gross Rent Area	79,134
Total Gross Building Area	79,134

Exhibit E

tyler
cit division

COMMERCIAL PROPERTY RECORD CARD 2016 Printed: June 2, 2016

CITY OF DOVER

Situs : 992 WHATCOAT VILLAGE DR	Map ID: ED05-067.19-02-11.00	Class: APARTMENTS 5 UNITS OR MORE	Card: 2 of 2	Routing#: ED05067.19.020

CURRENT OWNER

WHATCOAT COMMUNITY DEV INC
C/O INTERSTATE REALTY
PO BOX 994
MARLTON NJ 08053

GENERAL INFORMATION

Living Units	77
Neighborhood	C38
Alternate Id	5354
Vol / Pg	
District	4
Zoning	RG-2
Class	APARTMENT

Property Notes

DBA APTS



Land Information

Type		Size	Influence Factors	Influence %	Value
Primary	AC	5.5000			1,995,000

Total Acres: 5.5
Spot: Location:

Assessment Information

	Assessed	Appraised	Cost	Income	Market
Land	1,995,000	1,995,000	1,995,000	1,995,000	0
Building	2,191,800	2,191,800	2,232,700	2,191,800	0
Total	4,186,800	4,186,800	4,227,700	4,186,800	0

Value Flag INCOME APPROACH
Gross Building:

Manual Override Reason
Base Date of Value 01-JAN-2015
Effective Date of Value 01-JAN-2015

Entrance Information

Date	ID	Entry Code	Source
11/21/13	JCK	Not Applicable	Other
04/29/09	JM	Not Applicable	Other

Permit Information

Date Issued	Number	Price	Purpose	% Complete
12/08/03	030000204[illegible]	200	SIGN	
12/04/02	020000186[illegible]	0	PLMB	
04/12/99	990000034[illegible]	3,125	FIRE	
04/12/99	990000034[illegible]	3,125	FIRE	
04/12/99	990000034[illegible]	3,125	FIRE	

Sales/Ownership History

Transfer Date	Price	Type	Validity	Deed Reference	Deed Type	Grantee

Inspection Witnessed By _____

tyler clt division **COMMERCIAL PROPERTY RECORD CARD** 2016 Printed: June 2, 2016 **CITY OF DOVER**

Situs : 992 WHATCOAT VILLAGE DR	Parcel Id: ED05-067.19-02-11.00	Class: APARTMENTS 5 UNITS OR MORE	Card: 2 of 2	Routing#: ED05067.19.020

Building Information

Year Built/Eff Year	1972 /
Building #	2B
Structure Type	Apartment - Garden
Identical Units	2
Total Units	7
Grade	C
# Covered Parking	
# Uncovered Parking	
DBA	

Building Other Features

Line	Type	+/-	Meas1	Meas2	# Stops	Ident Units	Line	Type	+/-	Meas1	Meas2	# Stops	Ident Units

Interior/Exterior Information

Line	Level From - To		Int Fin	Area	Perim	Use Type	Wall Height	Ext Walls	Construction	Partitions	Heating	Cooling	Plumbing	Physical	Functional
1	B1	B1	100	4,000	280	Apartment	9	None	Wood Frame/Joist/B	Normal	Hot Air	Central	Normal	2	2
2	01	01	100	4,000	280	Apartment	9	Masonry & I	Wood Frame/Joist/B	Normal	Hot Air	Central	Normal	2	3
3	02	02	100	4,000	280	Apartment	9	Masonry & I	Wood Frame/Joist/B	Normal	Hot Air	Central	Normal	2	3

Interior/Exterior Valuation Detail

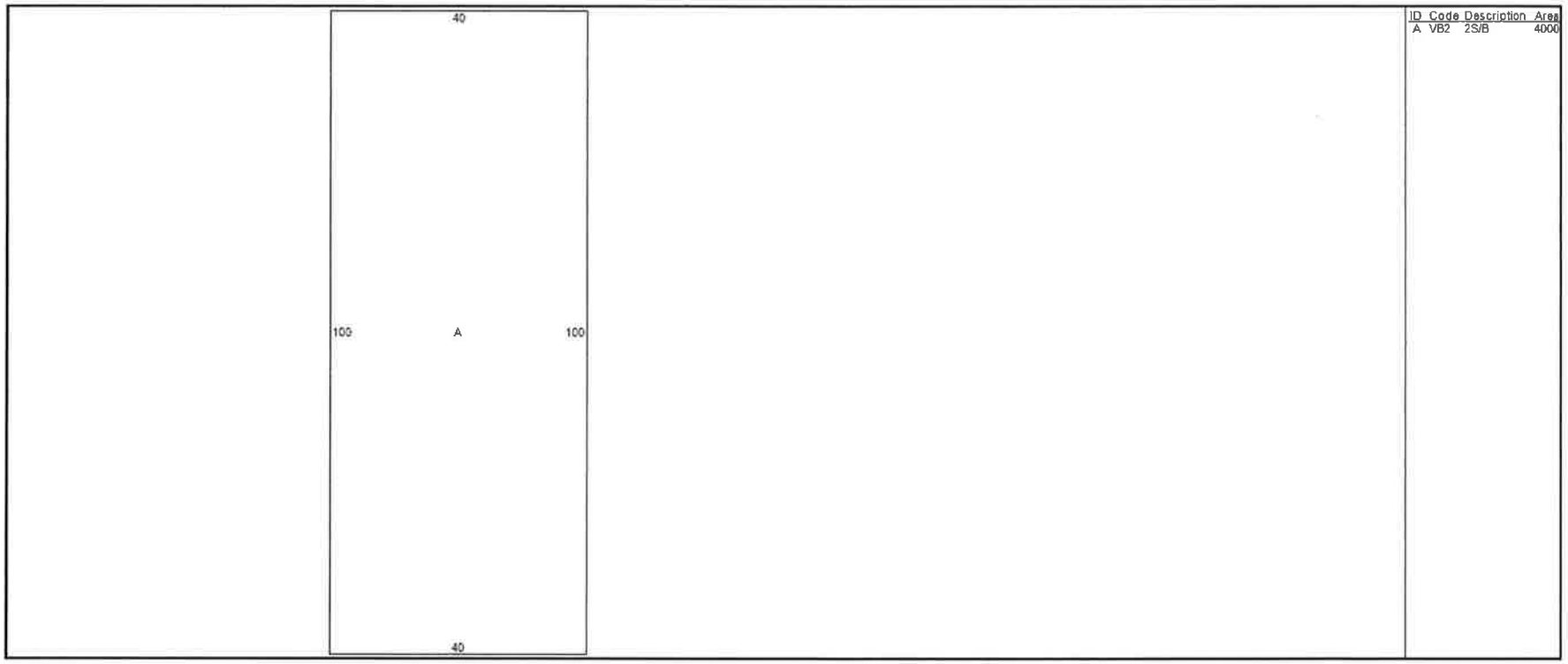
Line	Area	Use Type	% Good	% Complete	Use Value/RCNLD
1	4,000	Apartment	35		95,560
2	4,000	Apartment	40		129,100
3	4,000	Apartment	40		126,860

Outbuilding Data

Line	Type	Yr Blt	Meas1	Meas2	Qty	Area	Grade	Phy Fun	Value

tyler clt division **COMMERCIAL PROPERTY RECORD CARD** 2016 Printed: June 2, 2016 **CITY OF DOVER**

Situs : 992 WHATCOAT VILLAGE DR	Parcel Id: ED05-067.19-02-11.00	Class: APARTMENTS 5 UNITS OR MORE	Card: 2 of 2	Routing#: ED05067.19.020



Addtional Property Photos







COMMITTEE ACTION FORM

PROCEEDING: Legislative, Finance & Administration Committee
DEPARTMENT OF ORIGIN: City Manager's Office **DATE SUBMITTED**: May 2, 2016
PREPARED BY: Kirby Hudson, Assistant City Manager
SUBJECT: Evaluation of Requests for Proposals – Collection Agency Services
REFERENCE: N/A
RELATED PROJECT: N/A
REVIEWED BY: Scott Koenig, City Manager & Donna Mitchell, Controller
EXHIBITS: Exhibit A - Decision Evaluation by Staff; Exhibit B – Agreement of Terms Letter Dated May 9, 2016
EXPENDITURE REQUIRED: N/A **AMOUNT BUDGETED**: N/A **FUNDING SOURCE (Dept./Page in CIP & Budget)**:
TIME TIMETABLE: ASAP
RECOMMENDED ACTION: Authorize staff to negotiate and sign a final agreement with SIMM Associates, Inc. Fees are based on a percentage of revenue collected.

BACKGROUND AND ANALYSIS

All candidates chosen are licensed and authorized to collect in all fifty (50) states; provide skip tracing, scrubs, and credit bureau reporting. The three major credit reporting agencies are Experian, Trans Union, and Equifax. The importance of these factors are directly related to the City of Dover's ability to collect military accounts as well as other transient accounts. All companies listed offer services similar in nature and are comparable in terms of auto dialer and times calls, paper correspondence, and consumer dispute resolution. Each company has provided a Collectors Code of Ethics and regulatory requirements for Federal State and Local Guidelines; to include FDCPA and FCRA.

Of eight (8) proposals received, three (3) companies are considered to be the top candidates: SIMM Associates, Inc., Penn Credit Corporation and Progressive Financial. Base on the criteria (10-point scale), SIMM Associates, Inc. provided positive scoring in all areas except minority business. If positive negotiations were to fail, it is recommended that Penn Credit be considered.

Example

Customer owes the City of Dover $100.00	Agency charges customer what they owe plus 20% ($100.00 x 20% = $120.00 Total)	City of Dover Receives $100.00	Agency keeps $20.00

Collection Agency Services Contract – RFP Number 16-0033CM
Decision Evaluation

Of eight proposals received, three companies are considered to be the top candidates.

- SIMM Associates, Inc.
- Penn Credit Corporation
- Progressive Financial

Factors used to determine the top three prospects include:

- Location (Delaware companies were considered preferred and given preference per the RFP) – *2 points*
- Minority business preference per RFP. – *2 points*
- Licensed and authorized to collect in all 50 states. Offers skip tracing, scrubs and credit bureau reporting. – *1 point*
- Current clients in Government / Municipality located in Delaware – *1 point*
- Software capabilities – *1 point*
    - Can they accept .csv files for data transfers?
    - Availability of client portals for City of Dover real time access.
- Willingness to train City of Dover staff to ensure compliance of Federal Guidelines and provide continuity of services to City of Dover customers. – *1 point*
- Negotiability of contingency fee. – *1 point*
- Quoted contingency rate. – *1 point*

Synopsis

All candidates chosen are licensed and authorized to collect in all 50 states; provide skip tracing, scrubs, and credit bureau reporting. The three major credit reporting agencies are Experian, Trans Union, and Equifax. The importance of these factors are directly related to the City of Dover's ability to collect military accounts as well as other transient accounts. All companies listed offer services similar in nature and are comparable in terms of auto dialer and timed calls, paper correspondence, and consumer dispute resolution. Each company has provided a Collectors Code of Ethics and regulatory requirements for Federal, State, and Local Guidelines; to include FDCPA and FCRA.

Based on the criteria above (10-point scale), SIMM Associates, Inc. provided positive scoring in all areas except minority business. If positive negotiations were to fail, it is recommended that Penn Credit be considered.

Company Information

Listed on following pages

SIMM Associates, Inc. **800 Pencader Dr. - Newark, DE 19702**

Located in Newark, Delaware, SIMM Associates provides 25 years of experience. SIMM Associates was the only Delaware organization to respond to the City of Dover's request for proposal. An instate presence is beneficial for City of Dover customers. SIMM Associates offers weekday, weeknight, and weekend hours for the convenience of customers who prefer to pay their bills in person. Additionally, payments are accepted by phone and online. Current Government and Municipal utility clients include: City of Clayton, City of Middletown, City of Newark, United States Department of Education. Municipality experience includes: collection of delinquent utility bills; town taxes, and other municipal debt (ie: code violations).

An average of 12,100 primary accounts are placed in collections with SIMM Associates monthly. The average dollar amount of accounts placed is $13,300,000.

SIMM Associates is authorized and licensed to collect in all 50 states, including Puerto Rico.

SIMM Associates can accept .CSV files for data transfer and offers and online portal for ease of access to real time data for City of Dover employees.

SIMM Associates represents the Collection Industry with the Delaware Economic Development Office and has developed a Pre-Collections Career Training program with DEDO in connection with the Governor's office. This training program is used specifically to hire collections agents within their organization and has been used with the Department of Labor. If chosen, City of Dover employees would benefit from free training opportunities using this program.

All fees quoted are inclusive. No additional fees will be billed to the City of Dover other than the quoted contingency fee of 30%. While the quoted rate is the highest among the candidates chosen; SIMM Associates has indicated their willingness to negotiate their contract with City representatives.

Score ____8_____

Two-point deduction for minority business qualification.

Penn Credit **916 S. 14th Street, Harrisburg, PA 17104**

Penn Credit is located in Harrisburg, PA and offers 28 years of experience in collecting utility debts. Located approximately 129 miles north of Dover, DE. The distance of their location is the least convenient of customers who prefer to pay their bills in person. Payments are accepted by phone and online. Office hours are offered weekdays, weeknights, and weekends.

Government and Municipal utility clients include: Delaware Division of Revenue. Penn Credit does not currently have any Municipal utility clients in Delaware. Penn Credit specialized in the collection of utility debt. Some of their utility clients include: Philadelphia Water Department, Philadelphia Gas Works City of Pittsburg, Palm Beach County, City of Atlanta, First Energy (locations in Ohio, PA, MD WV and NJ), National Grid of New York and New England, as well as PSE&G and others. The lack of experience with State of Delaware municipalities and utility collections is of concern. It should be noted, however, that Penn Credit would be our second choice in the event that a contracted negotiation could not be met with the top candidate selected based on their experience with utility collections.

An average of 27,489 primary accounts are placed in collections with Penn Credit monthly. The average dollar amount of accounts placed is $11,718,490.

Penn Credit can accept .CSV files for data transfer and offers and online portal for ease of access to real time data for City of Dover employees.

Penn Credit is willing to provide training to City of Dover employees at no cost. Training material can be tailored to the City of Dover's needs.

All fees quoted are inclusive. No additional fees will be billed to the City of Dover other than the quoted contingency fee of 20.5%. Penn Credit has indicated their willingness to negotiate their contract with City representatives.

Score 6

Four-point deduction for location and minority business qualification.

Progressive Financial Services, Inc. 1510 Chester Pike, Suite 250, Eddystone, PA 19022

Progressive Financial Services, Inc. is registered and bonded in all 50 states as well as Guam, Puerto Rico, and the U.S. Virgin Islands and offers 30 years of experience in the collections industry. Eddystone is approximately 67 miles north of Dover DE. Progressive Financial Services offers weekday, weeknight, and weekend hours. The distance of their location is not convenient of customers who prefer to pay their bills in person. Payments are accepted by phone and online.

Government and Municipal utility clients include: Delaware Division of Revenue. Progressive does not currently have any Municipal utility clients located in the State of Delaware. Municipality experience includes: traffic and parking violations, criminal fines, zoning and housing violations, tax and revenue collections, returned checks and child support arrears. Municipalities served are: The City of Philadelphia, The City of Phoenix, The City of Tempe, and The City of Mesa Revenue. The lack of experience with State of Delaware municipalities and utility collections is of concern.

An average of 3,000 primary accounts are placed in collections with Progressive Financial Services, Inc. monthly. The average dollar amount of accounts placed is $5,036,800.

Progressive Financial Services, Inc. can accept .CSV files for data transfer and offers and online portal for ease of access to real time data for City of Dover employees.

Progressive Financial Services, Inc. is willing to provide training to City of Dover employees at no cost. Training will be offered in areas of collection consulting, skip tracing research, basic and advanced collection tactics, federal and state laws regarding collections, eight steps to a collection call, and various other topics. Training material can be tailored to the City of Dover's needs.

All fees quoted are inclusive. No additional fees will be billed to the City of Dover other than the quoted contingency fee of 23%. The quoted rate is not negotiable.

Score _____4_____

Six-point deduction for location and minority business qualification, unwillingness to negotiate,

800 Pencader Drive
Newark, DE 19702

May 9, 2016

Purchasing Office
City of Dover
710 William Street
Dover, Delaware 19904

Dear Ladies and Gentlemen:

On behalf of SIMM Associates, Inc. (SIMM), I am pleased to agree to the terms of the proposal submitted in response to the Request for Proposal (RFP).

I would like to take this opportunity to address the items:

1. SIMM agrees to a contingency rate/fee of 20%
2. SIMM will add the cost of collection fee to each consumer's accounts in accordance to the City of Dover's Collection Policy found on its website.

Thank you for selecting SIMM Associates, Inc. as your full service collection agency. We are excited about this opportunity and look forward to serving you. If you have any questions, do not hesitate to contact me at 302-283-2802, or via email at jeffs@simmassociates.com.

Sincerely,

Jeffrey S. Simendinger
SIMM Associates, Incorporated
Chief Operating Officer

ACTION FORM

PROCEEDING: Legislative, Finance and Administration Committee	**AGENDA ITEM NO.:**
DEPARTMENT OF ORIGIN: Public Works	**DATE SUBMITTED**: 5/27/16
PREPARED BY: Sharon J. Duca, P.E., Public Works Director/City Engineer	
SUBJECT: Evaluation of Proposals – HVAC Maintenance and Repair Contract	
REFERENCE: N/A	
RELATED PROJECT: N/A	
APPROVALS: City Manager, Controller	
EXHIBITS: N/A	
EXPENDITURE REQUIRED: As Needed	**AMOUNT BUDGETED**: Varies Per Department
FUNDING SOURCE (Dept/Page in CIP & Budget): Funding is provided within multiple departments' operations budget.	
TIMETABLE: Contract to be executed by July 1, 2016, upon Council Approval.	
RECOMMENDED ACTION: Staff recommends awarding a three (3) year contract with the option for two (2) one (1) year extensions to A.A. Duckett, Inc. as per the proposal submitted in response to RFP #16-0040PW.	

BACKGROUND AND ANALYSIS

Proposals were solicited and advertised according to City Policy by the City's Contract and Procurement Manager under RFP #16-0040PW and submissions were received from four (4) contractors. The proposals were evaluated based on work experience with HVAC maintenance and repair; and ability to meet response time to emergency call outs; total cost; safety record; geographical knowledge of Dover; ability to program a multitude of different manufacturer's equipment. The proposer evaluated the highest was also the second lowest cost proposal. The contractor will be responsible for performing four (4) quarterly preventative maintenance services and one (1) annual complete preventative maintenance service as outlined in the RFP. Additionally, the contractor will respond to service calls within one (1) hour.

The proposal has two (2) methods of billing. The first consists of equal quarterly payments for preventative maintenance. The second is an hourly rate for service calls. The proposed contract from A.A. Duckett, INC is for a period of three (3) years with two, one (1) year extensions and includes an annual increase of 3% each year.

The following is a summary of annual preventative maintenance costs from each proposer:

Company Name	Year 1	Year 2	Year 3	Year 4	Year 5
Statewide Mechanical	$28,500.00	$28,500.00	$29,925.00	$31,420.00	$31,420.00
John Hiott Refrig & AC Inc.	$22,840.00	$22,840.00	$22,840.00	$22,840.00	$22,840.00
A.A. Duckett, Inc.	$22,912.00	$23,600.00	$24,308.00	$25,038.00	$25,790.00
Johnson Controls, Inc. *	$67,177.00	$68,184.66	$69,207.42	$70,245.54	$71,299.22

The following is a summary of the hourly expense from each proposer:

Company Name	Location	HVAC Tech. per hour	After Hours Rate	General Laborer per hour	After Hours Rate
Statewide Mechanical	Port Penn, DE	$95.00	$142.50	$55.00	$82.50
John Hiott Refrig & AC Inc.	Wyoming, DE	$95.00	$142.50	$65.00	$97.50
A.A. Duckett, Inc.	Glassboro, NJ	$102.00	$142.80	$60.00	$84.00
Johnson Controls, Inc. *	Wilmington, DE	$127.26	$190.89	$65.97	$98.95

**Johnson Controls was found to be non-responsive, as they did not submit required materials for this RFP.*

In order to ascertain which proposal best meets the needs of the City, proposals were independently evaluated. according to the above criteria. A.A. Duckett, Inc. was able to provide three (3) years of OSHA records reflecting an outstanding safety record and claims to be injury free since January of 2013. All other proposals failed to mention any safety records, as requested. In addition to an impeccable safety record A.A. Duckett, Inc. provided documentation stating the different types of equipment they are able to service and repair as well as the ability to design, install and service several different control systems that cover all of the control systems owned by the City. No other proposal provided information regarding their ability to service or program any control systems.

The following is a summary of evaluations:

Company Name	Location	Average Total Score
Statewide Mechanical	Port Penn, DE	**66.6**
John Hiott Refrig & AC Inc.	Wyoming, DE	**75**
A.A. Duckett, Inc.	Glassboro, NJ	**86**
Johnson Controls, Inc. *	Wilmington, DE	**N/A**

**Johnson Controls was found to be non-responsive, as they did not submit required materials for this RFP.*

CITY OF DOVER PROPOSED ORDINANCE #2016-16

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

That Chapter 22 - Building and Building Regulations, Article X - Rental Dwellings, Division 1 - Generally, Section 22-331 - Purpose; applicability; definitions; compliance, (c) - Definitions, (5) - Single-family dwellings of the Dover Code be amended by deleting the text indicated in red strikeout and inserting the bold, blue text, as follows:

(5) *Single-family dwellings* means dwelling units operated singly, and separated from other units. In general, this definition shall apply to single-family detached dwellings~~, including~~**;** mobile homes **and manufactured homes;**~~,~~ and attached units, including duplexes~~,~~ and townhouses.

BE IT FURTHER ORDAINED:

That Chapter 26 - Businesses, Article II - Licenses, Section 26-31 - Definitions of the Dover Code be amended by deleting the definitions indicated in red strikeout, inserting the definitions indicated in bold, blue text, and placing the new definition in the correct alphabetical order, as follows:

Land Lease Community Operator **includes every person engaged in the business of providing home sites and facilities, for rent or lease, to owners of separately owned dwellings, including owners of mobile homes and manufactured homes.**

~~***Mobile home park*** **includes every person engaged in the business of providing space and facilities for rent or lease to owners of mobile home units, on a permanent or semipermanent basis.~~

~~***Trailer park, recreational vehicle park and tenting recreation park*** **include any person engaged in the business of operating any place where space is furnished for units to park and hook up to or use sanitary and/or electrical facilities. This definition shall not apply to mobile home parks.~~

BE IT FURTHER ORDAINED:

That Chapter 50 - Floods, Article III - Requirements in All Special Flood Hazard Areas, Section 50-36 - Recreational Vehicles of the Dover Code be amended by deleting the text indicated in red strikeout and inserting the bold, blue text, as follows:

Sec. 50-36. - Recreational vehicles.

(a) Recreational vehicles in special flood hazard areas shall be fully licensed and ready for highway use, and shall be placed on a site for less than 180 consecutive days.

(b) Recreational vehicles that are not fully licensed and ready for highway use, or that are to be placed on a site for more than 180 consecutive days, ~~**shall meet the requirements of section 50-38 for manufactured homes**~~ **are prohibited in special flood hazard areas**.

Draft

BE IT FURTHER ORDAINED:

That Chapter 66, Manufactured Homes and Trailers, of the Dover Code be amended by deleting the text indicated in red strikeout and inserting the bold, blue text, as follows:

CHAPTER 66 - MANUFACTURED HOMES ~~AND TRAILERS~~, MOBILE HOMES, AND LAND LEASE COMMUNITIES

Sec. 66-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Land lease community **means a residential development typified by single ownership of the land within the development, with the landowner retaining the rights of ownership. Home sites or individual lots within the community are leased to individual homeowners, who retain customary leasehold rights.**

Manufactured home **means a factory-built housing unit designed and constructed to meet the Manufactured Home Construction and Safety Standards of the U.S. Department of Housing and Urban Development (HUD) Code. A manufactured home is built on a chassis that supports the structural integrity of the home and to allow transport to the site. Factory-built units built to meet the HUD Code and constructed after the code took effect on June 15, 1976 are classified as "manufactured homes."**

Mobile home means a ~~single-family dwelling designed for transportation, after fabrication, on streets and highways on its own wheels or on flatbeds or other trailers, and arriving at the site where it is to be occupied as a dwelling, complete and ready for occupancy, except for minor and incidental unpacking and assembly operations, location of jacks or foundations, connections to utilities and the like. The term "mobile home" shall not include a single-family dwelling which is designed to be placed on a permanent foundation, is not designed to be readily movable after the original occupancy as a single-family dwelling, and conforms to the city's building, plumbing, electrical and housing codes~~ **factory-built housing unit constructed on a chassis and completed before June 15, 1976. Prior to the HUD code, mobile homes were not subject to uniform construction or safety standards**.

~~**Permanently placed mobile home means a single-family dwelling designed for transportation, after fabrication, on streets and highways on its own wheels or on flatbeds or other trailers, and arriving at the site where it is to be occupied as a dwelling, complete and ready for occupancy, except for placement upon a permanent, unmovable foundation, removal of all wheels and axles, and other minor incidental operations, such as unpacking, connections or utilities and the like. The term "permanently placed mobile home" shall be construed as being synonymous with that of the term "single-family dwelling," a dwelling which is designed to be placed on a permanent foundation, is not designed to be readily movable after the original occupancy as a single-family dwelling, and conforms to the city's building, plumbing, electrical and housing codes, except for the purpose of zoning in which it shall be considered a mobile home.**~~

Owner of a ***manufactured home or*** *mobile home* means the person designated in the **vehicle** title of the **manufactured home or** mobile home, whether the title is issued by this state or by some other state.

Owner of a permanently placed ~~*mobile home*~~ **manufactured home** means the person designated in the **vehicle or real property** title of the ~~mobile home~~ **permanently placed manufactured home**, whether the title is issued by this state or by some other state~~, and such person must also be the owner of the lot upon which the mobile home is permanently affixed. The term "lot" shall mean a parcel of land that conforms to the multiple ownership provisions of the laws of the state dealing with unit properties and condominiums, and must be located within a mobile home park~~.

Permanently placed manufactured home **means a factory-built housing unit designed and constructed to meet the Manufactured Home Consturction and Safety Standards of the U.S. Department of Housing and Urban Development (HUD) Code, and that has also been placed upon a permanent, unmovable foundation.**

(Ord. of 2-23-1970, § 2; Code 1981, § 12-1; Ord. of 11-10-1986, § 1)

Sec. 66-2. - Licenses.

(a) *Required fee*. The owner of a mobile home **or manufactured home that is not to be permanently placed** shall obtain an annual license for it and shall pay a fee for such license as provided for in Appendix F-Fees and Fines.

(b) *Payment; penalties*. Such license shall be obtained and the license fee paid by ~~July~~ **August** 1 of each year and if such fee is not paid before ~~August~~ **September** 1 of such year, then, in addition to any penalty incurred pursuant to Appendix F-Fees and Fines, a penalty fee of ten percent per month shall accrue on the unpaid balance of the license fee.

(c) *Moving into city*. Upon the moving of a ~~mobile home~~ **manufactured home** into the city, ~~such~~ **if the manufactured home requires a** license **it** shall be obtained and the license fee paid within seven days. Payment of such license fee shall be prorated on a quarterly basis for each fractional part of a year during which the ~~mobile home~~ **manufactured home** is in the city.

~~**(d) Sticker; where placed. Once the annual license fee has been paid by the owner of a mobile home, he shall be issued a sticker or other evidence of payment by the city manager or his authorized agent. This sticker or other evidence of payment must be placed upon the mobile home on the front of the mobile home facing the street on the righthand side when facing said mobile home one foot up from the bottom of the skirting and one foot over from the side of the mobile home.**~~

(d) ***Required fee for landowners*****. The owner of any land leased out as part of a land lease community shall obtain an annual land lease community operator business license under the provisions of Chapter 26 - Businesses.**

(Ord. of 2-23-1970, § 2; Ord. of 5-24-1976; Ord. of 3-27-1980; Code 1981, § 12-2; Ord. of 8-8-1988; Ord. of 3-22-1993; Ord. No. 2009-09, 6-22-2009)

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Sec. 66-3. - Real property taxes.

A permanently placed ~~mobile home~~ **manufactured home** as defined in section 66-1, and the lot upon which it is located shall be considered as being real property for purposes of valuation, assessment and taxation in accordance with section 47 of the Charter~~, but shall be considered a mobile home as defined in section 66-1 for purposes of zoning and shall only be permitted to be located in the mobile home park zone (MPH), as spelled out in appendix B to this Code (article 3, section 8). This section shall not apply to permanently placed mobile homes that were in place on January 1, 1985, which shall continue to be licensed in accordance with section 66-2~~.

(Code 1981, § 12-2.1; Ord. of 11-10-1986, § 2)

Sec. 66-4. - Placement permit.

Every owner of a ~~mobile home~~ **manufactured home**, ~~before moving the same into the city,~~ shall apply for and obtain from the city ~~manager~~ **planner** or his/**her** authorized agent a placement permit for such ~~mobile home~~ **manufactured home**. The city ~~manager~~ **planner** or his/**her** authorized agent shall issue no placement permit until the license fee required in this chapter is paid in full.

(Ord. of 2-23-1970, §§ 3, 6; Ord. of 5-24-1976; Code 1981, § 12-3)

Sec. 66-5. - Duties of ~~mobile home park~~ land lease community owners and operators.

~~(a) Documents to mobile home owners. Copies of this chapter and placement permit application forms shall be furnished to each mobile home park operator, who shall give a copy of the same to every mobile home owner who moves a mobile home into his park, before the 15th day of the next succeeding month after placement of the mobile home.~~

~~(b) Lease record; report. Mobile home park operators who lease land to two or more persons for parking mobile homes shall maintain a lease record, which shall be open for inspection at all reasonable times by the city manager. Before June 1 of each year, the mobile home park operator shall report to the city manager the names and addresses of all persons having mobile homes on his land.~~

(Ord. of 2-23-1970, §§ 4, 5, 7; Code 1981, § 12-4)

(a) The following regulations shall apply to owners and operators of all land lease communities:

i. Private road access. It shall be the responsibility of land lease community owners and operators to maintain all private streets, driveway access to such streets, access to fire hydrants, and access to central mailboxes so as to be clear from obstructions, including but not limited to potholes, snow piles, and debris.

ii. Debris clearance. It shall be the responsibility of land lease community owners and operators to ensure that all facilities and common areas within the community are kept in good repair and maintained in such a manner as to prevent the accumulation of materials which could cause a fire hazard or would cause insect or rodent breeding and harborage.

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iii. Landscaping. All trees, shrubbery, lawns, and other landscaping features within the community shall be maintained by the land lease community operator to be in healthy condition at all times.

iv. Utilities. All water, sewer, electric, and gas lines and connections intended to serve common areas or the private property of tenants within the community shall be kept in good repair at all times by the land lease community operator. Stormwater management facilities shall be maintained so as to be free of blockage and to prevent the accumulation of standing water.

v. Office hours. The land lease community operator shall be present on site at a minimum during regular business hours, so as to facilitate communication between tenants of the community and the owner, and a 24-hour emergency contact shall be available to residents.

vi. Receipt for lot payment. The Land Lease community operator shall provide a written receipt or electronic receipt at the time rent payment has been made, regardless of the form of payment.

(b) The following regulations shall additionally apply to owners and operators of land lease communities leasing land to manufactured homes:

i. Documents to manufactured home owners. Copies of this chapter and placement permit application forms shall be furnished to each land lease community owner, who shall give a copy of the same to every manufactured home owner who moves a manufactured home into the community, before the 15th day of the next succeeding month after placement of the manufactured home.

ii. Enforcement. It shall be the responsibility of land lease community owners and operators to ensure that all mobile homes and manufactured homes placed on their land maintain a current license under Section 66-2.

iii. Lease record; report. Land lease community owners who lease land to two or more persons for siting manufactured homes shall maintain a lease record, which shall be open for inspection at all reasonable times by the city planner. Before June 1 of each year, the land lease community owner shall report to the city planner the names and addresses of all persons having manufactured homes on his land.

iv. Sale of home. Before a home is sold by the homeowner, home owner's estate, foreclosure, eviction or other means, the City of Dover must be notified and all delinquent taxes, fees, or other charges must be paid.

v. The land lease community owner must notify the City of Dover if the community is placed for sale.

Draft

(c) The following shall be considered appropriate methods of redress if the duties outlined in this section are not fulfilled:

i. Any land lease community owner found to be in violation of the provisions of this section, regardless of corrective actions taken, shall be assessed a fine as provided for in Appendix F- Fees and Fines. Any such fine shall be in addition to any charges imposed upon the violator in accordance with subsection (c)(ii) below.

ii. If required, the City of Dover may perform maintenance in the owner's stead following official notice, and place a lien on the property to recover costs, including a 15% administrative charge.

iii. Repeated failure to perform the required duties shall be cause to take action upon an owner's land lease community operator license in accordance with the provisions of Chapter 26 - Businesses, Article II, Section 26-59.

Sec. 66-6. - Anchoring and skirting.

~~**Within 30 days after**~~ **Prior to the issuance of a certificate of** occupancy **for** ~~**of all mobile homes, the mobile homes**~~ **any manufactured home not placed on a permanent foundation, the manufactured home** shall be firmly anchored to the ground and the open space beneath the unit shall be skirted with approved material in accordance with the requirements of the building inspector.

(Ord. of 9-13-1976; Code 1981, § 12-5)

Sec. 66-7. - Use of city utilities.

The owner or occupant of any mobile home **or manufactured home** shall not be entitled to receive city utilities until the license fee required in this chapter is paid in full, and city personnel shall refuse to provide sewage, water and electricity to the mobile home **or manufactured home** until satisfactory proof is furnished that such license fee has been paid.

(Ord. of 7-28-1975; Code 1981, § 12-6)

Sec. 66-8. - Exemptions.

This chapter shall not apply to:

(1) *Dealers*. Unoccupied ~~**mobile home**~~ **manufactured homes** located on a dealer's display lot; or

(2) ~~**State license tag**~~ ***Manufactured homes in transit***. ~~**Mobile homes bearing a current license tag of this state**~~ **Unoccupied manufactured homes temporarily occupying the public right-of-way prior to placement on a lot or home site**.

(Ord. of 2-23-1970, § 8; Code 1981, § 12-7)

Draft

BE IT FURTHER ORDAINED:

That Chapter 102 - Taxation, Article III - Realty Transfer Tax, Section 102-71 - Definitions, (a)(1)s of the Dover Code be amended by deleting the text indicated in red strikeout and inserting the bold, blue text, as follows:

s. Any conveyance of a "mobile home~~,~~" **or "manufactured home"** as defined in 25 Del. C. § 7003;

BE IT FURTHER ORDAINED:

That Chapter 106 - Traffic and Vehicles, Article III - Stopping, Standing and Parking, Division 1 - Generally, Section 106-123 - Vehicle Parking Time Limited Where Carrying Capacity Is in Excess of One Ton and Section 106-128 - Parking Mobile Homes, etc. of the Dover Code be amended by deleting the text indicated in red strikeout and inserting the bold, blue text, as follows:

Sec. 106-123. - Vehicle parking time limited where carrying capacity is in excess of one ton, and trailer and ~~motor home~~ recreational vehicle parking.

(a) It shall be unlawful for any person to park any vehicle with a carrying capacity of more than one ton, any trailer, which includes, but is not limited to, boat, utility, construction or one that is used to carry goods regardless of weight capacity and is designed to be towed or pulled by another vehicle, or any vehicle or trailer on the city streets for a period longer than two consecutive hours.

(b) It shall be unlawful for any person to park any commercial vehicle with a carrying capacity of more than one ton, any trailer, which includes, but is not limited to, utility, construction or one that is used to carry goods regardless of weight capacity and is designed to be towed or pulled by another vehicle, or any vehicle or trailer combination thereof, ~~or any travel trailer~~ in any residential zone in the city except for temporary parking for immediate deliveries, pickups, and/or service calls to residences or for construction work on residential properties. A commercial vehicle shall be one which is used or maintained for the transportation of persons or property for hire, compensation or profit, except taxicabs.

(c) It shall be unlawful for any person to park a trailered boat under 25 feet on the streets of Dover for a period longer than 12 consecutive hours. For any trailered boat 25 or greater, refer to subsection (a).

(d) It shall be unlawful for any ~~motor home~~ recreational vehicle to park on any residential street for a period longer than 12 consecutive hours without a permit. A resident owner of a ~~motor home~~ recreational vehicle may request a parking permit from the city to park on a residential street in the vicinity of their residence for a period not to exceed 72 hours. The permit would be made available at no cost to the resident. The parking permit shall be displayed in the front window of the vehicle visible from the street. A resident may only request such a permit three times in any 12-month period.

(e) Nonresidents are exempt from subsection (d) for a period of up to seven days as long as their ~~motor home or travel trailer~~ recreational vehicle does not create a safety hazard or interfere with traffic in the residential area that they are parked in.

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(f) All parking allowed in this section only applies to streets that can accommodate parking in compliance with appendix A, article VI, section A.

(Code 1981, § 13-30.2; Ord. of 2-22-1982; Ord. of 9-10-1990; Ord. of 12-11-1995; Ord. of 7-25-2005)

Sec. 106-128. - ~~Parking mobile homes~~ Occupancy of recreational vehicles, etc.

It shall be unlawful and a nuisance to keep, either as owner, tenant or possessor, any ~~mobile home~~ **recreational vehicle**, bus, motor vehicle, ~~portable structure~~ or vehicle of any kind ~~designed or~~ adapted for **long-term** occupancy, except while it is being used as a business office in connection with the construction of a permanent building or structure on the same premises. The person desiring to park and use the vehicle ~~or structure~~ as a construction business office shall first obtain a permit therefor from the city manager, and the permit shall be effective for no more than six months, but in no event for longer than the period of construction.

(Code 1968, § 17-62; Code 1981, § 13-35)

BE IT FURTHER ORDAINED:

That Chapter 110 - Utilities, Article III - Water Service, Division 3 - Water Impact Fees, Section 110-207 - Establishment of Equivalent Dwelling Units, (a)(1) of the Dover Code be amended by deleting the text indicated in red strikeout and inserting the bold, blue text, as follows:

(a) *Determination for residential dwellings*. Whenever by ordinance or by contract the city imposes or assesses water charges or fees on the basis of EDUs, an EDU shall be determined in the same manner as wastewater collection charges or fees and as defined in the most recent impact fee ordinance adopted by Kent County Levy Court. An EDU for a residential dwelling shall be determined as follows:

(1) Houses, dwellings, mobile homes**, manufactured homes,** and apartments with one kitchen and one or more baths and bedrooms separate from the kitchen .....1.0 EDU

(2) Efficiency unit or cottage having a living space in one room and having one bath .....1.0 EDU

(3) Dwelling with one kitchen and one or more baths and bedrooms separate from the kitchen and attached to other dwellings or structures .....1.0 EDU

BE IT FURTHER ORDAINED:

That Chapter 110 - Utilities, Article IV - Sanitary Sewer Service, Division 3 - Wastewater Collection Impact Fees, Section 110-282 - Establishment of Equivalent Dwelling Units, (a)(1) of the Dover Code be amended by deleting the text indicated in red strikeout and inserting the bold, blue text, as follows:

(a) Determination for residential dwellings. Whenever by ordinance or by contract the city imposes or assesses wastewater collection and transmission charges or fees on the basis of EDUs, an EDU shall be determined as defined in the most recent impact fee ordinance adopted by the Levy Court of the county. An EDU for a residential dwelling shall be determined as follows:

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(1) Houses, dwellings, mobile homes**, manufactured homes,** and apartments with one kitchen and one or more baths and bedrooms separate from the kitchen .....1.0 EDU

(2) Efficiency unit or cottage having a living space in one room and having one bath .....1.0 EDU

(3) Dwelling with one kitchen and one or more baths and bedrooms separate from the kitchen and attached to other dwellings or structures .....1.0 EDU

BE IT FURTHER ORDAINED:

That Appendix B - Zoning, Article 2 - Zoning Ordinance and Zoning Map, Section 1 - List of Zones of the Dover Code be amended by deleting the text indicated in red strikeout and inserting the bold, blue text in the correct alphabetical order, as follows:

Manufactured housing zone .....MH
~~**Mobile home park zone .....MHP**~~

BE IT FURTHER ORDAINED:

That Appendix B - Zoning, Article 3 - District Regulations, Section 8 - Mobile Home Park Zone (MHP) of the Dover Code be amended by deleting the text indicated in red strikeout and inserting the bold, blue text, as follows:

Section 8. - ~~**Mobile home park zone (MHP)**~~ **Manufactured Housing Zone (MH)**.

8.1 *Uses permitted*. **In a manufactured housing zone,** ~~**No**~~ **no** building or premises shall be used, and no building shall be erected, which is arranged, intended or designed to be used, in whole or in part, ~~**for any purpose, except as a mobile home park for the leasing of mobile home stands for mobile homes designed for single-family occupancy, provided that**~~ **for any uses, except the following**:

8.11 ~~**The minimum number of mobile home stands completed and ready for occupancy before the first mobile home is permitted on the premises for residential use is 35 mobile home stands.**~~ **Manufactured homes on individual lots, held in any type of ownership.**

8.12 ~~**No mobile home stand shall be leased or occupied for residential use of a mobile home, except for periods of 30 consecutive days or more.**~~ **Multiple manufactured homes on a lot, provided that:**

(a) The lot is operated as a condominium; or

(b) The lot is operated as a land lease community; and

(c) There are at least 15 manufactured homes on the lot, or else sufficient home sites for rent or sale on the lot to accommodate 15 manufactured homes. Such home sites need not be expressly delineated but must be improved so as to be complete and ready for occupancy by a manufactured home.

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8.13 ~~No mobile home shall be permitted in any mobile home park unless it can be demonstrated that the mobile home meets the requirements of the United States of America Standards Institute publication "Standard for Mobile Homes, Body and Frame Design and Construction Requirements and the Installation of Plumbing, Heating and Electrical Systems," USA Standard A119, 1-1969.~~ **One-family detached homes on individual lots, held in any type of ownership.**

~~8.14 The entire land area occupied by a mobile home park shall be maintained in single ownership throughout the entire life of the mobile home park or in multiple ownership under the provisions of the laws of the State of Delaware dealing with unit properties and condominiums, subject to the following requirements:~~

~~(a) Multiple ownership shall not be permitted in existing parks previously in single ownership;~~

~~(b) Multiple ownership shall be permitted only in new established parks where application is made for multiple ownership at the time the application to establish the mobile home park is presented to the planning commission.~~

~~8.15 A permanent standard residence for not more than one family shall be permitted, incidental to each mobile home park, for the use of the owner, manager or caretaker of the mobile home park.~~

~~8.16 A permanent management office facility shall be permitted, which may include only the following:~~

~~(a) A management office with rooms for the usual office furniture and supplies;~~

~~(b) Storage space for utility connection supplies in quantity, mobile home accessories and maintenance materials and equipment;~~

~~(c) Laundry facilities equipped with washing machines and dryers;~~

~~(d) Community building facilities, including indoor recreation areas;~~

~~(e) One beauty shop and/or one barbershop in each mobile home park complex.~~

~~8.17 Maintenance of private streets. In mobile home parks with private streets, such streets, driveway access to such streets, access to fire hydrants, and access to central mailboxes shall be maintained by the mobile home park so as to be clear of obstructions including, but not limited to, potholes, snow piles, and debris.~~

~~8.18 Signs shall meet the regulations found in article 5, section 4, supplementary sign regulations.~~

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8.2 ~~**Site development plan approval. Site development plan approval in accordance with article 10, section 2 hereof shall be required prior to the issuance of building permits for the erection of any buildings and mobile home stands and related accessory structures. After initial site development plan approval, reapproval shall not be required prior to the issuance of building permits for the alterations to individual mobile home stands or accessory buildings such as storage areas and patios, which, in the judgment of the city planner, do not materially alter the site development plan approval by the planning commission and are requested as adjustments to the mobile home lot leased by an individual family and designed for the convenience and comfort of the individual lessee.**~~ ***Conditional uses.*** **Conditional uses shall be consistent with those conditionally permitted in the One-Family Residence Zones.**

~~**8.21 For purposes of preparing a site development plan for approval by the planning commission, and all subsequent improvements, alterations or additions, the applicant shall conform to current submission requirements and site development standards as set forth by the National Fire Protection Association publication 501A, "Standards for Mobile Home Parks." Where applicable, the approving authority shall be the Dover Planning Commission.**~~

8.3 ~~**Maximum density. The gross residential density in an MHP zone shall not exceed six dwelling units per acre.**~~ ***Accessory uses.*** **Accessory uses shall be consistent with those permitted in the One-Family Residence Zones, with the following additions and exceptions:**

8.31 Management facilities. The following shall be permitted accessory to lots providing home sites for multiple manufactured homes:

(a) Management offices with rooms for the usual office furniture and supplies, limited to one per lot;

(b) Storage space for utility connection supplies in quantity, manufactured home accessories and maintenance materials and equipment;

(c) Laundry facilities equipped with washing machines and dryers;

(d) Community building facilities, including indoor recreation areas;

(e) Commercial establishments consistent with uses permitted in the C-1 Neighborhood Commercial Zone, limited to one such establishment per lot;

(f) One-family detached homes intended for the use of a manager or caretaker, limited to one such dwelling per lot.

8.32 Accessory home occupations. Accessory home occupations shall be permitted consistent with the conditions outlined for home occupations in the One-Family Residence Zones, with the exception that no home occupation shall be permitted if not also permitted by the owner of the lot on which the home is sited.

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8.4 *Uses prohibited*. The following uses are specifically prohibited:

8.41 Mobile homes, house trailers, and recreational vehicles as principal uses on a lot. Any such structures or vehicles located within the zone and being used as dwellings shall upon the effective date of this ordinance be deemed non-conforming uses in accordance with article 7.

8.42 Any other kind of factory-built housing that does not meet the Manufactured Home Construction and Safety Standards of the U.S. Department of Housing and Urban Development (HUD) Code as approved June 15, 1976, unless it can be demonstrated that such housing is constructed to the standards of the Dover Code of Ordinances, Chapter 22 - Buildings and Building Regulations. Any such housing located within the zone and being used as dwellings shall upon the effective date of this ordinance be deemed non-conforming uses in accordance with article 7.

8.5 *Minimum occupation length*. No lot or home site within the Manufactured Housing Zone reserved for occupation by a manufactured home shall be leased or occupied for residential use except for periods of 30 consecutive days or more.

8.6 *Land Lease Communities*. The following regulations shall apply to land lease communities within the MH zone:

8.61 The entire land area occupied by a land lease community, regardless of the number of home sites or individual lots therein, shall be maintained in single ownership, or if in multiple ownership, under the provisions of the laws of the State of Delaware dealing with unit properties and condominiums.

8.62 Changes to site plan. After initial site development plan approval of a land lease community, reapproval for the entire community shall not be required prior to the issuance of building permits for alterations to individual manufactured homes, or their accessory buildings such as storage areas and patios, which, in the judgement of the city planner, do not materially alter the site development plan approval by the planning commission and are requested as adjustments to the individual manufactured home sites or lots leased by an individual family and designed for the convenience and comfort of the individual lessee.

8.7 *Performance Standards*. All uses are subject to performance standards as set forth in article 5, section 8.

8.8 *Site development plan approval*. Site development plan approval in accordance with article 10, section 2 hereof shall be required prior to the issuance of building permits for the erection or enlargement of all structures and related accessory structures. Such approval shall also be required prior to the issuance of certificates of occupancy for a change of use.

8.81 For purposes of preparing a site development plan for approval by the planning commission, and all subsequent improvements, alterations or additions, the applicant shall conform to current submission requirements and site development standards as set forth by the National Fire Protection Association publication 501A,"Standard for

Fire Safety Criteria for Manufactured Home Installations, Sites, and Communities." Where applicable, the approving authority shall be the Dover Planning Commission.

8.82 No site development plan proposing the siting of a manufactured home outside of a land lease community shall be approved unless the plan shows the manufactured home is to be permanently placed, as defined in the Dover Code of Ordinances, Chapter 66 - Manufactured Homes, Mobile Homes, and Land Lease Communities.

8.9 *Maximum density*. The gross residential density in an MH zone shall not exceed six dwelling units per acre.

8.10 *Signs*. Signs shall meet the regulations found in Article 5 - Supplementary Regulations, Section 4 - Supplementary Sign Regulations.

(Ord. of 10-13-1981; Ord. of 3-20-1983; Ord. of 3-24-1986; Ord. of 7-10-2000; Ord. of 2-12-2001; Ord. of 4-28-2008(2); Ord. No. 2010-29, 1-10-2011)

BE IT FURTHER ORDAINED:

That Appendix B - Zoning, Article 3 - District Regulations, Section 22 - Airport Environs Overlay Zone (AEOZ), Subsection 22.6 - Land Use Compatibility Table - Residential of the Dover Code be amended by inserting the bold, blue text in the correct alphabetical order, as follows:

Manufactured homes	**N**	**N**	**N**	**N**	**N**	**N**	**N**

BE IT FURTHER ORDAINED:

That Appendix B - Zoning, Article 3 - District Regulations, Section 24 - Planned Neighborhood Design Option [(PND)], Subsection 24.3 - Permitted Uses of the Dover Code be amended by deleting the text indicated in red strikeout and inserting the bold, blue text, as follows:

24.3 Permitted uses:

(a) Any use permitted in one-family residence zones;

(b) Any other residential use, including one-family lot line dwelling units, duplexes, multiplexes, townhouses, patio houses, garden apartments, ~~[~~and~~]~~ mid-rise apartments, but not including high-rise apartments, ~~and~~ mobile homes~~;~~**, or manufactured homes;**

(c) Accessory dwelling units may be proposed in conjunction with detached single-family houses if approved by the planning commission as an integral part of planned neighborhood design;

(d) Commercial uses accessory to the development as a whole in accordance with the standards of the C-1A zone;

(e) Under the senior citizen housing option, all housing types, and including congregate housing structures and uses, assisted living residences, and nursing homes. All such housing units and/or property shall be deed restricted to require that the head of household for each housing unit be at least 55 years of age or older.

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BE IT FURTHER ORDAINED:

That Appendix B - Zoning, Article 4 - Zoning Bulk and Parking Regulations, Section 4.12 - Mobile Home Park (MHP) Zone of the Dover Code be amended by deleting the text indicated in red strikeout and inserting the bold, blue text, as follows:

Section 4.12. - ~~Mobile home park (MHP)~~ Manufactured Housing (MH) zone.

[(a)] Bulk and parking regulations for the ~~mobile home park (MHP)~~ **manufactured housing (MH)** zone ~~[~~are as follows~~]~~:

	~~Mobile Home Park~~ **Manufactured Home Community (≥ 15 home sites per lot)**	Individual Single-Wide Unit Lots	Individual Double-Wide Unit Lots	**All Other Individual Unit Lots**
Minimum required:				
Lot area	15 acres	4,000 sq. ft.	5,000 sq. ft.	**6,000 sq. ft.**
Lot width (ft.)	200	40	55	**60**
Front yard (ft.)	40	25	25	**25**
Side yard (ft.)	25	8	8	**8**
Rear yard (ft.)	25	11	11	**11**
Off-street parking space	2	2	2	**2**
(a) Per ~~mobile home~~ **home/home site**	2	2	2	**2**
(b) Per 300 sq. ft. of floor area in permanent management office facility	1			
Maximum permitted:				
Building height ~~of permanent management office facility~~				
Stories	**2**	**2**	**2**	**2**
Feet	**30**	**30**	**30**	**30**

[(b)] Special requirements for corner lots with frontage on two ~~internal~~ streets**, public or private,** ~~within a mobile home park~~ shall be as follows:

1. Minimum lot width for a single-wide unit lot shall be 54 feet**,** ~~and~~ minimum lot width for a double-wide unit lot shall be 68 feet**, and minimum lot width for any other individual unit lot shall be 75 feet**.

2. The minimum setback for any structure from the edge of the cartway of either street shall be 22 feet.

3. Off-street parking shall not be permitted within 30 feet of the corner of the lot at the street intersection.

[(c)] Special requirements for ~~cul-de-sac streets within a mobile home park~~ **lots accessed by cul de sac streets** shall be as follows:

1. The minimum lot frontage at the edge of the street cartway shall be 16 feet.

2. The minimum lot width at the building setback and for the full depth of the lot behind the building setback line shall be 40 feet for a single-wide unit lot area and 55 feet for a double-wide unit lot. (Ord. of 4-28-1986)

BE IT FURTHER ORDAINED:

That Appendix B - Zoning, Article 5 - Supplementary Regulations, Section 4 - Supplementary Sign Regulations, Subsection 4.7 - Permitted Signs of the Dover Code be amended by deleting the text indicated in red strikeout and inserting the bold, blue text, as follows:

4.7 Permitted signs. Signs are permitted in all zones in accordance with the following table, which is a list of permitted sign types by use, proximity to residential uses and road classification.

SIGN TABLE

Use		Road Type	Permitted Signs						
Specific			Sign Type	Number Permitted	Max. Size	Max. Height	Percentage of Total Wall Area	Setback (R.O.W.)	Exclusion Zone
Residential Uses and Nonresidential Uses in Residential Districts	Single-Family Detached/ Semi-Detached	All Streets	Signs permitted in § 4.5 only						
	Professional Office	All Streets	Post or Monument	1/entrance	12 S.F.	7 feet	N/A	5 feet	20 feet
			Wall	1/frontage	16 S.F.	N/A	≤ 15%	N/A	N/A
	Subdivisions Multi-Family Residential Uses	All Streets	Wall	1/frontage	32 S.F.	N/A	≤ 15%	N/A	N/A
	Manufactured ~~Home Parks~~ **Housing Communities**		Monument or Post and Panel	2/entrance	32 S.F.	7 feet	N/A	5 feet	20 feet
Nonresidential Uses Adjacent to Residential Districts or Uses	Places of Worship Daycare Centers Approved Conditional Uses Educational/Institutional All Other Approved Nonresidential Uses	Urban Principal Arterial	Wall	2/frontage	32 S.F.	N/A	≤ 15%	N/A	N/A
			Monument or Post and Panel OR	1/entrance	32 S.F.	7 feet	N/A	10 feet	20 feet
			Post**	1/frontage	16 S.F.	7 feet	N/A	5 feet	5 feet
			Pylon*	1/frontage	32 S.F.	30 feet	N/A	30 feet	50 feet
		Urban Minor Arterial	Wall	2/frontage	32 S.F.	N/A	≤ 15%	N/A	N/A
			Monument or Post and Panel OR	1/entrance	32 S.F.	7 feet	N/A	5 feet	20 feet
			Post**	1/frontage	16 S.F.	7 feet	N/A	5 feet	10 feet
		Urban Local/ Collector	Wall	2/frontage	32 S.F.	N/A	≤ 15%	N/A	N/A
			Monument or Post and Panel OR	1/entrance	32 S.F.	7 feet	N/A	5 feet	20 feet

			Post**	1/frontage	16 S.F.	7 feet	N/A	5 feet	10 feet
Nonresidential Uses in Nonresidential Districts	Nonresidential Uses	Urban Principal Arterial	Wall	2/frontage	No max	N/A	≤ 15%	N/A	N/A
			Monument or Post and Panel	1/entrance	100 S.F.	10 feet	N/A	10 feet	20 feet
			Pylon OR *	1/frontage	100 S.F.	30 feet	N/A	15 feet	50 feet
			Pylon*	1/frontage	150 S.F.	30 feet	N/A	31 feet	50 feet
		Urban Minor Arterial	Wall	2/frontage	64 S.F.	N/A	≤15%	N A	N/A
			Monument or Post and Panel OR	1/entrance	64 S.F.	7 feet	N/A	5 feet	20 feet
			Post**	1/frontage	16 S.F.	7 feet	N/A	5 feet	10 feet
		Urban Local/ Collector	Wall	2/frontage	32 S.F.	N/A	≤ 15%	N/A	N/A
			Monument or Post and Panel OR	1/entrance	32 S.F.	7 feet	N/A	5 feet	20 feet
			Post**	1/frontage	16 S.F.	7 feet	N/A	5 feet	10 feet

BE IT FURTHER ORDAINED:

That Appendix B - Zoning, Article 6 - Off-Street Parking, Driveways and Loading Facilities, Section 1 - Permitted Accessory Parking of the Dover Code be amended by deleting the text indicated in red strikeout and inserting the bold, blue text, as follows:

Section 1. - Permitted accessory parking.

1.1 ~~[~~*Off-street parking spaces*.~~]~~ Off-street parking spaces, open or enclosed, are permitted accessory to any use. One commercial vehicle may be parked on a lot in any residence zone only if less than one ton in carrying capacity.

~~1.12 [~~1.2~~]~~ *Trailers and boats*. The ~~storage or parking and use of a house trailer~~ **long-term use of a recreational vehicle as a residence** by any person or persons is prohibited in all ~~residential~~ zones~~, except the mobile home park (MHP) zone~~. A boat with its trailer~~,~~ **or** a utility trailer, ~~and an unoccupied travel trailer~~ under 31 feet body length or an unoccupied ~~motor home~~ **recreational vehicle,** may be parked within a garage or anywhere behind the setback line if screened from adjacent lots. However, none of the vehicles shall be parked in a required side yard if alley parking adjacent to the lot is available.

~~1.13 [~~1.3~~]~~ Driveways. No driveway shall provide access to a lot located in another zone, which lot is used for any use prohibited in the zone in which such driveway is located.

~~1.14 [~~1.4~~]~~ The minimum width of a residential driveway shall be nine feet.

(Ord. of 9-12-1983; Ord. of 1-10-1996; Ord. of 11-13-2007)

BE IT FURTHER ORDAINED:

That Appendix B - Zoning, Article 7 - Nonconforming Buildings and Uses, Section 1 - Nonconforming Buildings and Uses, Subsection 1.51 of the Dover Code be amended by deleting the text indicated in red strikeout and inserting the bold, blue text, as follows:

1.5 Each of the nonconforming uses specified below is deemed sufficiently objectionable, undesirable, and out of character in the district in which such use is located as to depreciate the value of other property and uses permitted in the district, and blight the proper and orderly development and general welfare of such district and the city to the point that each of such nonconforming uses shall be terminated on or before the expiration of the specified period of time after the effective date of this ordinance; which period of time is specified for the purpose of permitting the amortization of the remaining value, if any, of such use.

1.51 In any residence zone, any nonconforming use of open land, including such uses as a parking lot, junkyard, or open storage yard for materials or equipment, may be continued for three years after the effective date of this ordinance, or after annexation of the property into the City of Dover, provided that, after the expiration of that period, such nonconforming use shall be terminated (see also article 6, section 1.12). Any ~~"house trailer,"~~ **"mobile home"** as that term is defined in article 12 hereof, that was located within the limits of the City of Dover at the effective date of this ordinance [November 22, 1976], or that was in place on any land subsequently annexed into the City of Dover, ~~in any zone other than the mobile home park zone (MHP),~~ shall constitute a nonconforming use and shall be permitted to be maintained as a nonconforming use indefinitely. However, such ~~house trailer~~ **mobile home** shall be required to connect to city sewer and water mains, if available, and such ~~house trailer~~ **mobile home** shall be subject to and shall comply with all other city codes and ordinances applicable to structures and residences.

BE IT FURTHER ORDAINED:

That Appendix B - Zoning, Article 12 - Definitions of the Dover Code be amended by inserting the following new definitions, indicated in bold, blue text, in the correct alphabetical order:

***Condominium*: A form of property ownership providing for individual ownership of a dwelling unit together with an individual interest in land or parts of a building held in common with other owners. Condominiums follow the provisions of the laws of the State of Delaware dealing with unit properties and condominiums.**

***Land Lease Community*: A residential development typified by single ownership of the land within the development, with the landowner retaining the rights of ownership. Home sites or individual lots within the community are leased to individual homeowners, who retain customary leasehold rights.**

***Mobile home*: A factory-built housing unit constructed on a chassis and completed before June 15, 1976. Prior to the HUD code, mobile homes were not subject to uniform construction or safety standards.**

***Modular Home*: A factory built housing unit constructed to the standards of the Dover Code of Ordinances, Chapter 22 - Buildings and Building Regulations.**

BE IT FURTHER ORDAINED:

That Appendix B - Zoning, Article 12 - Definitions of the Dover Code be amended by deleting the definitions indicated in red strikeout, as follows:

~~***Mobile home*: A single-family dwelling designed for transportation, after fabrication, on streets, and highways on its own wheels or on flatbed or other trailers, and arriving at a site in a mobile home park where it is to be occupied as a dwelling, complete and ready for occupancy, except for minor and incidental unpacking and assembly operations, location on jacks or permanent foundations, connections to utilities, and the like; excluding, however, the single-family dwelling which is designed to be readily moveable after the original occupancy as a single-family dwelling, and conforms to the building code, plumbing code, electrical code and housing code of the City of Dover. Single-wide mobile homes are those units built as a complete home measuring up to 14 feet in width and finished on all exterior sides prior to transportation to a site for installation. Double-wide mobile homes are those units built in two halves intended to be assembled together on the site at the time of installation, each half measuring up to 14 feet in width and each finished on three exterior sides.~~**

BE IT FURTHER ORDAINED:

That Appendix B - Zoning, Article 12 - Definitions of the Dover Code be amended by inserting the text indicated in bold, blue text and deleting the text indicated in red strikeout, for the following definitions:

Dwelling unit: A building or entirely self-contained portion thereof containing complete housekeeping facilities for only one family, including any domestic servants employed on the premises, and having no enclosed space (other than vestibules, entrance or other hallways or porches) or cooking or sanitary facilities in common with any other dwelling unit. A boarding[house] or roominghouse, convalescent home, dormitory, fraternity or sorority house, hotel, inn, lodging, nursing, or other similar home, ~~house trailer,~~ **travel trailer, recreational vehicle,** or other similar structures or vehicles shall not be deemed to constitute a dwelling unit.

Draft

BE IT FURTHER ORDAINED:

That Appendix F - Fees and Fines, Chapter 26 - Businesses, Article II - Licenses, Section 26-35 - License Required; Fees, Subsection (d)(1) - Businesses Licensed of the Dover Code be amended by inserting the bold, blue text and deleting the text indicated in red strikeout, as follows:

		Fees and Fines
Chapter 26 - Businesses, Article II - Licenses		
Fines not paid within 14 days of the day the fine was issued, including the day the fine was issued, shall be automatically doubled in amount.		
Sec. 26-35 - License required; fees		
	Subsec. (d)(1) - Businesses licensed	
	Advertising agency	$95.00
	Amusement operator	$157.00
	Architect	$250.00
	Attorney-at-law	$313.00
	ATM machines (third-party or off bank premises)	$50.50
	Auctioneer	$157.00
	Automobile race operator	$375.00
	Bank, or loan and trust company	$313.00
	Barber	$63.00
	each additional chair over two	$4.00
	Beautician	$63.00
	each additional chair over two	$4.00
	Broadcasting station	$313.00
	Broker	$157.00
	Car wash	$188.00
	Certified public accountant	$250.00
	Cesspool cleaner	$125.00
	Chiropractor	$313.00
	Clinical social worker	$96.00
	Coin-operated amusement machine owner	$3.00 Per machine
	Coin-operated vending machine owner	$3.00 Per machine
	Coin-operated electronic video machine	$125.00 Per machine
	Commercial sign business	$125.00

	Computer-related services	$125.00
	Consultant	$50.50
	Day care operator:	
	Center or home provider with greater than six children	$50.50
	Dentist	$313.00
	Distributor	$63.00
	Dray person or mover	$125.00
	Eating establishment and/or eating establishment operator	$125.00
	Employment agency	$125.00
	Entertainer:	
	One - three entertainers per group	$50.50
	Four - nine entertainers per group	$95.00
	Ten or more	$125.00
	Entertainment agent	$188.00
	Finance or small loan agency	$250.00
	Fitness trainer	$69.00
	Funeral director	$250.00
	Gaming position	$155.00
	Gas, light, power, cable TV and telephone company	$938.00
	General repairman	$63.00
	Health spa or health club	$188.00
	Home day care operator	$25.50
	Hotel:	
	Per room	$9.50
	Per suite	$12.50
	Income tax consultant	$188.00
	Incorporator	$125.00
	Insurance adjustor office	$125.00
	Itinerant merchant, per event	$100.00
	Janitorial and cleaning service:	
	One - three employees	$50.50
	Four - nine employees	$95.00
	Ten or more employees	$125.00
	Land lease community operator, per home site within community	**$25.00**
	Landscape service company:	
	One - three employees	$50.50

	Four - nine employees	$95.00
	Ten or more employees	$125.00
	Laundry service operator:	
	Primary facility	$125.00
	Additional drop-off locations	$50.50
	Linen supplier	$125.00
	Manicurist	$32.00
	Manufacturer's agent or representative	$125.00
	Mercantile agency or collection agency	$125.00
	~~**Mobile home park, per space**~~	~~**$7.00**~~
	Motel, per room	$7.00
	Motion picture theater	$188.00
	Motor vehicle serviceman	$95.00
	Nursing, rest or convalescent home	$188.00
	Open market operator:	
	First 20 spaces, per rented space	$22.50
	21st - 50th space, per rented space	$11.50
	Each space over 50, per rented space	$6.00
	Outdoor tables, per table	$6.00
	Optometrist	$313.00
	Pawnbroker	$188.00
	Pest control services	$95.00
	Pharmacist	$188.00
	Photographer	$125.00
	Physical therapist	$188.00
	Physician and/or surgeon	$313.00
	Plant nursery and florist	$95.00
	Podiatrist	$313.00
	Pool table operator, per table	$63.00/ Maximum fee $189.00
	Printer	$125.00
	Private investigator agency	$188.00
	Professional counselor	$63.00
	Professional engineer	$250.00
	Professional land surveyor	$250.00
	Psychologist	$313.00

	Public accountant	$188.00
	Public stenographer	$38.00
	Publisher	$313.00
	Real estate broker, appraiser, and manager	$157.00
	Real estate development corporation	$344.00
	Real estate property manager:	
	One - three units managed	$50.50
	Four - ten units managed	$125.00
	Ten + units managed	$125.00
	Real estate salesperson or associated broker	$50.50
	Rental service	$125.00
	Sales representative	$50.50
	School and educational service (nonvocational)	$63.00
	School and educational service (vocational)	$125.00
	Scientific laboratory	$250.00
	Scrap and waste material service	$125.00
	Secondhand dealer of precious metals	$125.00
	Security service	$188.00
	Self-service laundry or dry cleaner	$125.00
	Shoe repairman	$50.50
	Sound truck, per hour	$33.00
	Tailor and garment service	$50.50
	Taxicab or bus operator:	
	First vehicle	$26.00
	Each additional vehicle	$26.00
	Tourist home, per room	$7.00
	~~**Trailer park, per space**~~	~~**$7.00**~~
	Travel agency	$125.00
	Veterinarian	$313.00
	Warehouseman	$250.00
	Wholesale news agency	$63.00
	All other businesses not listed:	
	One - three employees	$50.50
	Four - nine employees	$95.00
	Ten - 50 employees	$125.00
	51 - 100 employees	$313.00

BE IT FURTHER ORDAINED:

That Appendix F - Fees and Fines, Chapter 66 - Manufactured Homes and Trailers of the Dover Code be amended by inserting the bold, blue text and deleting the text indicated in red strikeout, as follows:

		Fees and Fines
Chapter 66 - Manufactured Homes ~~and Trailers~~**, Mobile Homes, and Land Lease Communities**		
Sec. 66-2 - License**s**		
	Subsec. (a) - Required fee	$45.00 each license
	Subsec. (b) - Payment; penalties	A fine of not less than **$50.00** ~~$25.00, nor more than $1,000.00~~ and a penalty fee of ten percent per month shall accrue on the unpaid balance of the license fee
Sec. 66-5 - Duties of Land Lease Community Owners and Operators		
	Subsec. (c)(i) - Failure to perform required duties	**A fine of not less than $50.00 in addition to any charges imposed to cover cost of maintenance by the City**
	Subsec. 66-5 (c)(ii) - Cost of maintenance by the City	**$75.00 per hour for such work that must be done to render the property in compliance with this article, plus a 15% administrative charge**

ADOPTED: *

S:\ORDINANCES\2016\DRAFT\ORDINANCE #2106-16 MANUFACTURED HOUSING\Proposed Ordinance #2016-16 - Manufactured Housing.wpd

SYNOPSIS

The proposed ordinance updates the standards and terminology throughout the Dover Code as they relate to manufactured homes. The proposed ordinance also implements standards for management and maintenance of land lease communities. (SPONSORS: NEIL, SLAVIN, AND COLE)

Actions History

06/14/2016 - Scheduled for Introduction at Council Committee of the Whole/Legislative, Finance, and Administration Committee

Draft