COUNCIL COMMITTEE OF THE WHOLE
AGENDA

JANUARY 26, 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.

SAFETY ADVISORY AND TRANSPORTATION COMMITTEE

AGENDA ADDITIONS/DELETIONS

1. **PROPOSED ORDINANCE #2016-05 - AMENDING CHAPTER 106 - TRAFFIC AND VEHICLES, ARTICLE III - STOPPING, STANDING AND PARKING, DIVISION 2 - METERED PARKING, SECTION 106-164 - VIOLATIONS; PENALTIES** (SPONSORS: HOSFELT AND HUTCHISON)
   (STAFF RECOMMENDS ADOPTION OF THE PROPOSED ORDINANCE)

2. **REQUEST FOR WAIVER - APPENDIX B - ZONING, ARTICLE 5 - SUPPLEMENTARY REGULATIONS, SECTION 17 - EMERGENCY ACCESS REQUIREMENTS - WAIVER OF EMERGENCY REAR ACCESS REQUIREMENT FOR THE GRANDE, BUILDING 4: PLANNED NEIGHBORHOOD DESIGN - SENIOR CITIZEN HOUSING OPTION (APPLICATION C-15-04)**
   (THE PLANNING COMMISSION RECOMMENDED APPROVAL OF THE WAIVER FOR THE ELIMINATION OF THE EMERGENCY REAR ACCESS)

3. **BICYCLE AND PEDESTRIAN SUBCOMMITTEE REPORT**
   (COMMITTEE ACTION NOT REQUIRED)

4. **ADJOURNMENT**

UTILITY COMMITTEE

THERE WILL BE NO UTILITY COMMITTEE MEETING HELD ON JANUARY 26, 2016.

LEGISLATIVE, FINANCE, AND ADMINISTRATION COMMITTEE

AGENDA ADDITIONS/DELETIONS

1. **PERSIMMON PARK PLACE DRAINAGE PROJECT**
   (STAFF RECOMMENDS AUTHORIZATION TO EXECUTE THE TWO (2) AGREEMENTS TO FULLY FUND THE PERSIMMON PARK PLACE DRAINAGE PROJECT. NO CITY OF DOVER MONEY WILL BE USED TO PAY FOR THE DESIGN PHASE OF THIS PROJECT.)

LEGISLATIVE, FINANCE, AND ADMINISTRATION COMMITTEE (CONTINUED)

2. PROPOSED ORDINANCE #2016-06 AMENDING CHAPTER 26 - BUSINESSES, ARTICLE II - LICENSES, SECTION 26-40 - LICENSE ISSUANCE, EXPIRATION AND FORM, AND SECTION 26-42 - PENALTY FOR LATE PAYMENT OF LICENSE FEE (SPONSORS: HOSFELT AND TOWNSHEND)
(STAFF RECOMMENDS ADOPTION OF THE PROPOSED ORDINANCE)

3. COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) FOR THE FISCAL YEAR ENDING JUNE 30, 2015
(COMMITTEE ACTION NOT REQUIRED)

4. ADJOURNMENT

/TM
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CITY OF DOVER PROPOSED ORDINANCE #2016-05

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

That Chapter 106 - Traffic and Vehicles, Article III - Stopping, Standing and Parking, Division 2 - Metered Parking, Section 106-164 - Violations; Penalties of the Dover Code be amended by deleting the text indicated in red strikeout and inserting the bold, blue text, as follows:

Sec. 106-164. - Violations; penalties.

(a) Generally. Any person convicted of violating the provisions of this article or of aiding, abetting or assisting in the violation of said provisions shall be sentenced to pay a fine as provided for in Appendix F-Fees and Fines.

(b) Enhanced civil enforcement authority. If ~~five~~ **three** or more violations of this article have been issued to a vehicle and those violations are more than 30 days past due, or if accumulated unpaid violations of this article exceed more than $100.00, the vehicle shall be subject to enhanced civil enforcement, as follows:

(1) Such vehicle found parked on any street in the city shall be immobilized by any police officer or parking enforcement employee of this city in such manner as to prevent its operation. Any vehicle so immobilized or impounded shall not be released to its lawful owner until all unpaid violations and applicable administrative fees issued to such owner have been discharged by payment in full, together with payment for the costs of immobilizing, releasing, and storing such vehicle. The owner shall sign a receipt for such vehicle. Payment for any such towing shall be in accordance with the towing costs outlined in the current agreement between the police department and the towing operator. If the vehicle is a tractor-trailer combination, the trailer may be released to an authorized agent if the tractor-trailer is immobilized pursuant to this section.

(2) In any case involving immobilization of a vehicle pursuant to this section, the police officer or parking enforcement employee shall place on such vehicle, in a conspicuous manner, notice sufficient to warn any individual that such vehicle has been immobilized and that any attempt to move such vehicle might result in damage to such vehicle.

(3) Any vehicle remaining immobilized and not released for 24 hours may be towed and impounded at the direction of a police officer or parking enforcement employee.

(4) Any person who unlawfully removes a device for immobilization of a vehicle shall be fined as provided for in Appendix F-Fees and Fines.

(5) Any person who tows or otherwise moves an immobilized vehicle without authorization by the chief of police or his designee shall be fined as provided for in Appendix F-Fees and Fines.

(c) Cost. No cost will be assessed if payment of the penalty as hereinbefore imposed is voluntarily paid without the necessity of a hearing before the proper official.

(Code 1968, § 31-77; Ord. of 8-25-1971, § 1; Code 1981, § 13-49; Ord. No. 2009-09, 6-22-2009; Ord. No. 2011-22, 9-26-2011; Ord. No. 2015-09, 6-8-2015)

Draft

ADOPTED: *

S:\ORDINANCES\2016\DRAFT\ORDINANCE #2016-05 CH 106, ART III, DIV 2, SEC 106-164 VIOLATIONS-PENALTIES\Ordinance #2016-05 Ch 106, Art III, Div 2, Sec 106-164 Violations-Penalties.wpd

SYNOPSIS

The amendment reduces the maximum number of past due or accumulated violations from five to three in order for a vehicle to be subject to enhanced civil enforcement.

(SPONSORS: HOSFELT AND HUTCHISON)

Actions History

01/26/2016 - Scheduled for Introduction at Council Committee of the Whole/Safety Advisory and Transportation Committee

Draft

City of Dover

PETITION TO WAIVE ZONING ORDINDANCE PROVISION:
ELIMINATION OF EMERGENCY ACCESS REQUIEMENTS
Before the City Council Safety Advisory & Transportation Committee
January 26, 2016

Plan Title:	The Grande, Building 4: Planned Neighborhood Design – Senior Citizen Housing Option (C-15-04)
Plan Type:	Conditional Use Site Plan for PND
Property Location:	West of Saulsbury Road and on the north side of Forrest Avenue
Property Addresses:	101-405 Doveview Drive
Site Area:	6.7326 ac. +/-
Present Zoning:	RG-5 (General Residence for Mid Rise Apartments Zone) COZ-1 (Corridor Overlay Zone)
Present Use:	3 Apartment Buildings (Total 144 units)
Proposed Use:	Planned Neighborhood Design Senior Citizen Housing Option 4 Apartment Buildings (Total 192 units)
PND Considerations:	Alternative Design Standards for PND approved for: Average Lot Area per Dwelling Unit, Minimum Lot Area per Dwelling Unit, Off-Street Parking Reduction, Building Spacing, Building Height, Number of Stories, Lot Coverage, and Average Number of Dwelling Units Per Building
Waiver Recommended:	*Zoning Ordinance* Article 5 § 17.3 and 17.5(a) Elimination of the Emergency Rear Access

PLAN SUMMARY

This Conditional Use Site Plan is for The Grande, Building 4 to establish a Planned Neighborhood Design development of Senior Citizen Housing. The plan proposes construction of a four story 62,240 SF apartment building of 48 units (Building 4) and other associated site improvements at the existing apartment complex which consists of three apartment buildings known as The Grande. With this project, the complex will consist of a total of 192 apartment units of Senior Housing. The property is 6.7326 acres ± and is zoned RG-5 (General Residence Zone for Mid-Rise Apartments) and subject to the COZ-1 (Corridor Overlay Zone). The property is located on the north side of Forrest Avenue (Route 8) just west of the Saulsbury Road intersection. The owner of record is Doveview Investors, LLC. Property Addresses: 101-405 Doveview Drive. Tax Parcel: ED05-076.07-01-30.00-000.

Plan of The Grande PND-SCHO Site

This project proposes to develop 6.7326 acres +/- with a series of four (4) apartment buildings

for the senior citizen community. There are three (3) existing apartment buildings on the project site constructed under Site Plan S-11-12. This continuation of The Grande project proposes the construction of a fourth apartment building as the housing unit style. Overall, this complex would provide 192 dwelling units and a site density of 28.5 dwelling units/acre.

Site Layout:
The apartment buildings are arranged a quad of buildings facing a central open space where the stormwater management pond is located. Surrounding the outside perimeter of the building quad are the parking lot areas. A series of sidewalks and walking paths around the pond link the buildings of the site. There are recreation areas at the northeast and southwest corners of the building quad.

Entrance
The Grande PND-SCHO site has two points of ingress and egress. The main entrance for the apartments is located off of Forrest Avenue and is known as Doveview Drive. This entrance is a shared entrance between the apartments, bank, pharmacy, and the vacant parcel of land to the west. The second entrance is located off of Saulsbury Road in the form of a drive aisle network providing cross access among several properties. Cross access to the Modern Maturity Center property to the west is shown as a wide walking path/golf cart path only.

Waiver Request: Elimination of Emergency Rear Access Requirement for Apartment Building
The *Zoning Ordinance* requires a 24 foot primary fire lane to provide emergency access to the rear of the four story apartment buildings (Article 5 §17.5(a)). The Ordinance provides for consideration of a waiver of the emergency access requirements; see Code citation as follows:

> **Article 5 Section 17. - Emergency access requirements.**
> (1) *General purpose.* The purpose of this section is to establish standards and requirements for the fire protection of structures and inhabitants by providing emergency vehicle access to structures that enable the City of Dover Bureau of Fire to approach and attack fires in such a way that there is a reduced threat to the lives and safety of citizens.
>
> (2) *Waiver.* Should the planning commission determine, after demonstration by an applicant, that alternative means of fire protection can be provided which are equivalent to or greater than the public safety protection provided by this ordinance, then the planning commission may recommend to [the] city council to waive certain provisions of this ordinance that are not required under other city or state laws.

The plan currently does not provide this rear fire lane; the applicant is requesting a waiver for the elimination of this requirement. The building has fire protection requirements under the Fire Codes including the following: required the building to be sprinklered (wet and dry fire protection systems), fire alarms in the building and fire lane coverage of the building.

The existing circulation layout provides a twenty-four (24) foot fire lane access drive across the front building main entry side (long side) of each building. Several buildings also are adjacent to the fire lane/access drive covering the end (short side) elevation. The Fire Marshal's comments related to fire protection measures for the project are attached to this report.

The requested waiver is further summarized in the following chart:

Zoning Ordinance	Required	Proposed	Waiver
Emergency Rear Access for Four story and greater apartment buildings	Twenty-four (24) foot primary fire lane for rear access	None. The sidewalk network internal to the site exists at rear of building.	Elimination of the required rear fire lane.

Staff Recommendation on Waiver Request for Elimination of Emergency Rear Access Requirement
Planning Staff recommends approval of the Waiver Request to eliminate the 24 foot rear fire lane requirement. The existing apartment buildings and the proposed Building #4 are (or proposed to be) sprinklered and include fire alarm systems. The Fire Marshal's Office has provided comments regarding compliance with fire protection regulations. Staff recommends approval of this waiver request finding that the building will be sprinklered and will include the other required fire lane coverage per NFPA and State Fire Prevention Regulations.

Findings and Recommendations of the Dover Planning Commission
A written waiver request for the elimination of the rear access requirement was submitted for consideration by the Planning Commission. Planning Commission formulated a recommendation as part of the review of the project. This Report with their recommendation is forwarded to the Safety Advisory and Transportation Committee and City Council who has the final authority to grant the request for the elimination of the emergency rear access for the apartments.

The Planning Commission at its meeting on December 16, 2015 reviewed the proposed waiver request as part of its review of the Conditional Use Site Plan for The Grande, Building 4: Planned Neighborhood Design – Senior Citizen Housing Option.

- The Planning Commission granted conditional approval of the Conditional Use Site Plan to establish The Grande PND: SCHO to consist a total of four (4) apartment buildings (192 units) for an age restricted senior citizen community. The Planning Commission noted that this will allow for the expansion of the existing apartment complex in an urban setting and provide a needed housing type.
- The Planning Commission approved a series of PND Alternative Design Standards addressing bulk standards and a reduction of the parking requirement, the Active Recreation Plan, and reaffirmed that vehicle access is not desired between The Grande property and the adjacent Modern Maturity Center property.
- The approval is subject to the Development Advisory Committee Report (with agency comments) and including adoption of the Staff Recommendations.
- **The Planning Commission recommends approval of the waiver for the Elimination of the Emergency Rear Access.** Pursuant to *Zoning Ordinance*, Article 5 §17.5(a), the

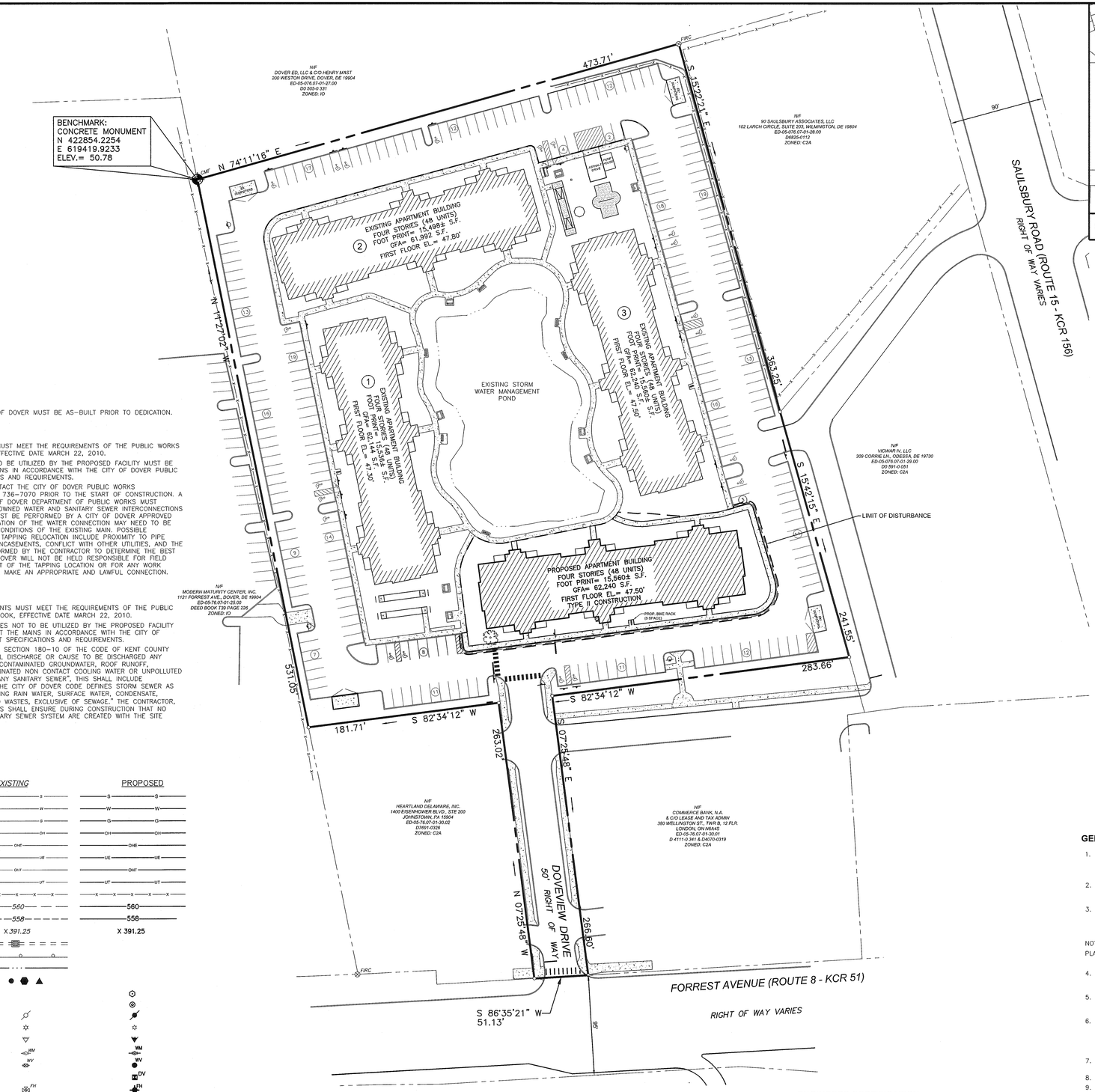
Planning Commission recommended approval of the waiver for the elimination of the Emergency Rear Access requirement for a twenty-four (24) foot primary fire lane. They noted that the proposed building would be sprinklered and it will meet the fire protection codes.

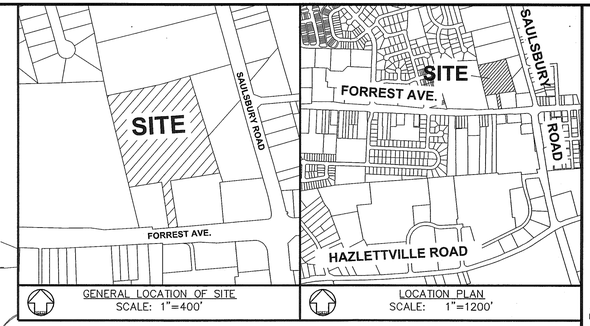
- The motion passed unanimously 6-0 of the members present.

Attachments:

Plan Sheets: F-100 Cover Sheet, F-103 Utilities Plan, L-100 Landscape Plan & Recreation Plan, and L-102 Signage and Striping Plan
The Grande Project Narrative/Waiver Request of November 6, 2015
DAC Report Comments from the Fire Marshal's Office
Excerpt of Planning Commission Meeting Minutes of December 16, 2015

**The complete application file C-15-04 The Grande, Building 4: Planned Neighborhood Design – Senior Citizen Housing Option including complete plan set and full Development Advisory Committee (DAC) Report are available at the Planning Office.*





GENERAL LOCATION OF SITE
SCALE: 1"=400'

LOCATION PLAN
SCALE: 1"=1200'

PUBLIC UTILITIES NOTES:

ALL UTILITIES DEDICATED TO THE CITY OF DOVER MUST BE AS-BUILT PRIOR TO DEDICATION.

WATER

1. ALL WATER UTILITY COMPONENTS MUST MEET THE REQUIREMENTS OF THE PUBLIC WORKS WATER/WASTEWATER HANDBOOK, EFFECTIVE DATE MARCH 22, 2010.
2. ANY EXISTING WATER LINES NOT TO BE UTILIZED BY THE PROPOSED FACILITY MUST BE PROPERLY ABANDONED AT THE MAINS IN ACCORDANCE WITH THE CITY OF DOVER PUBLIC WORKS DEPARTMENT SPECIFICATIONS AND REQUIREMENTS.
3. THE SITE CONTRACTOR SHALL CONTACT THE CITY OF DOVER PUBLIC WORKS CONSTRUCTION MANAGER AT (302) 736-7070 PRIOR TO THE START OF CONSTRUCTION. A REPRESENTATIVE FROM THE CITY OF DOVER DEPARTMENT OF PUBLIC WORKS MUST OBSERVE AND APPROVE ALL CITY OWNED WATER AND SANITARY SEWER INTERCONNECTIONS AND TESTING. ALL WATER TAPS MUST BE PERFORMED BY A CITY OF DOVER APPROVED CONTRACTOR. THE PROPOSED LOCATION OF THE WATER CONNECTION MAY NEED TO BE ADJUSTED IN THE FIELD DUE TO CONDITIONS OF THE EXISTING MAIN. POSSIBLE CONDITIONS THAT WOULD REQUIRE TAPPING RELOCATION INCLUDE PROXIMITY TO PIPE JOINTS, OTHER TAPS, CONCRETE ENCASEMENTS, CONFLICT WITH OTHER UTILITIES, AND THE LIKE. TEST HOLES MUST BE PERFORMED BY THE CONTRACTOR TO DETERMINE THE BEST TAPPING LOCATION. THE CITY OF DOVER WILL NOT BE HELD RESPONSIBLE FOR FIELD CONDITIONS REQUIRING ADJUSTMENT OF THE TAPPING LOCATION OR FOR ANY WORK REQUIRED BY THE CONTRACTOR TO MAKE AN APPROPRIATE AND LAWFUL CONNECTION.

WASTEWATER

1. ALL WASTEWATER UTILITY COMPONENTS MUST MEET THE REQUIREMENTS OF THE PUBLIC WORKS WATER/WASTEWATER HANDBOOK, EFFECTIVE DATE MARCH 22, 2010.
2. ANY EXISTING SANITARY SEWER LINES NOT TO BE UTILIZED BY THE PROPOSED FACILITY MUST BE PROPERLY ABANDONED AT THE MAINS IN ACCORDANCE WITH THE CITY OF DOVER PUBLIC WORKS DEPARTMENT SPECIFICATIONS AND REQUIREMENTS.
3. PART II, CHAPTER 180, ARTICLE III, SECTION 180-10 OF THE CODE OF KENT COUNTY REQUIRES THAT "NO PERSON SHALL DISCHARGE OR CAUSE TO BE DISCHARGED ANY STORMWATER, SURFACE WATER, UNCONTAMINATED GROUNDWATER, ROOF RUNOFF, SUBSURFACE DRAINAGE, UNCONTAMINATED NON CONTACT COOLING WATER OR UNPOLLUTED INDUSTRIAL PROCESS WATERS TO ANY SANITARY SEWER", THIS SHALL INCLUDE CONDENSATE. SEC. 110-231 OF THE CITY OF DOVER CODE DEFINES STORM SEWER AS "...ANY SYSTEM USED FOR CONVEYING RAIN WATER, SURFACE WATER, CONDENSATE, COOLING WATER OR SIMILAR LIQUID WASTES, EXCLUSIVE OF SEWAGE." THE CONTRACTOR, DEVELOPER, OWNER AND DESIGNERS SHALL ENSURE DURING CONSTRUCTION THAT NO ILLEGAL DISCHARGES TO THE SANITARY SEWER SYSTEM ARE CREATED WITH THE SITE IMPROVEMENTS.

LEGEND:

	EXISTING	PROPOSED
SANITARY SEWER LINE	S S	S S
WATER LINE	W W	W W
GAS LINE	G G	G G
OVERHEAD UTILITIES	OH OH	OH OH
OVERHEAD ELECTRIC	OHE	OHE
UNDERGROUND ELECTRIC	UE UE	UE UE
OVERHEAD TELEPHONE	OHT	OHT
UNDERGROUND TELEPHONE	UT UT	UT UT
FENCE	X X X X X	X X X X X
INDEX CONTOUR	560	560
INTERMEDIATE CONTOUR	558	558
SPOT ELEVATION	X 391.25	X 391.25
STORM INLET & PIPING		
GUIDE RAIL		
EDGE OF WATER (STREAM)		
PROPERTY CORNER MARKER FOUND		
CONC. MONUMENT		
PIN		
UTILITY POLE		
LIGHT POLE		
LIGHT		WM
WATER METER	WM	WV
WATER VALVE (MAIN)	WV	
WATER DIVISION VALVE		DV
FIRE HYDRANT	FH	FH
GAS SHUT-OFF VALVE (SERVICE)	GSO	GSO
GAS VALVE (MAIN)	GV	GV
SEWER VENT	SV	SV
SEWER CLEAN OUT	SCO	SCO
ELECTRIC MANHOLE	E	E
STORM MANHOLE	D	D
SANITARY MANHOLE	S	S
TELEPHONE MANHOLE	T	T
SIGN		

SITE DATA

1. OWNER: DOVEVIEW INVESTORS, LLC
ATTN: ACCOUNTING DEPARTMENT
102 LARCH CIRCLE, SUITE 203
WILMINGTON, DE 19804
2. TAX MAP NO.: ED-05-076.07-01-30.00-000
3. SOURCE OF TITLE: BOOK 6051 PAGE 225
4. PLAT REFERENCE: PLOT BOOK 123 PAGE 43 (PARTIALLY SUPERCEDES PLOT BOOK 96 PAGE 24 & PLOT BOOK 71 PAGE 64)
5. TOTAL SITE AREA: 293,272 S.F. (6.7326± ACRES)
6. ZONING: RG-5
COZ-1 (CORRIDOR OVERLAY ZONE)
7. EXISTING USE: APARTMENTS
3 EXISTING APARTMENT BUILDINGS (S.F./BUILDING VARIES)
144 DWELLING UNITS
CURRENTLY DEED RESTRICTED FOR SENIOR OPTION
PROPOSED USE: APARTMENTS - PLANNED NEIGHBORHOOD DESIGN - SENIOR CITIZEN HOUSING OPTION
1 PROPOSED APARTMENT BUILDINGS (15,560 S.F.)
48 DWELLING UNITS
TOTAL = 192 DWELLING UNITS
8. EXISTING BUILDING AREA: BUILDING 1 = 15,536 S.F. (62,144 S.F. GFA)
BUILDING 2 = 15,498 S.F. (61,992 S.F. GFA)
BUILDING 3 = 15,560 S.F. (62,240 S.F. GFA)
~~PROPOSED BUILDING AREA: BUILDING 4 = 15,560 S.F. (62,240 S.F. GFA)~~
TOTAL BUILDING AREA = 62,154 S.F. (248,616 S.F. GFA)
9. PARKING SPACES REQUIRED = 2.25 SPACES/DWELLING UNIT (192 DU'S) = 432 SPACES
PARKING SPACES REQUESTED = 1.25 SPACES/DWELLING UNIT (192 DU'S) = 240 SPACES
PARKING SPACES PROVIDED = 250 (1 SPACE PROVIDED FOR OFFICE USE)
HANDICAP PARKING SPACES PROVIDED = 20 SPACES
BICYCLE PARKING REQUIRED = 250 / 20 = 13 SPACES
BICYCLE SPACES PROVIDED = 24 SPACES
10. ACTIVE OPEN SPACE: REQUIRED: 150 S.F. PER UNIT X 192 UNITS=28,800 S.F.
EXISTING = 21,925 S.F.
PASSIVE OPEN SPACE: REQUIRED: 25% OF TOTAL LOT AREA
(293,272 S.F. x .25 = 73,318 S.F.)
EXISTING = 97,731 S.F.
PROVIDED: 100,444 S.F.
11. IMPERVIOUS COVER: EXISTING: 217,150 S.F. (74.0%)
PROPOSED: 212,594 S.F.(72.5%)
12. SETBACKS: APARTMENT COMPLEX
FRONT AND REAR YARDS= 30'
SIDE YARDS= 20'
13. TREE REQUIREMENT: 293,272 S.F. X (1 TREE/3,000 S.F.) = 98 TREES REQUIRED
95 EXISTING TREES + 3 PROPOSED TREES = 98 TREES PROVIDED
14. SIGNAGE: A SEPARATE CITY OF DOVER PERMIT IS REQUIRED FOR SIGNAGE AND SIGNAGE PLACEMENT IS NOT APPROVED AS PART OF THE SITE PLAN.
15. LIGHTING REQUIREMENT: MINIMUM 1.5 FOOTCANDLES AT GRADE
ALL PARKING AREA LIGHT FIXTURES WILL BE CITY OF DOVER STANDARD STRUCTURES AND WILL BE INSTALLED, OWNED AND MAINTAINED BY THE CITY OF DOVER ELECTRIC DEPARTMENT
16. BUILDING HEIGHT: PERMITTED: 2 STORIES
PROPOSED: 4 STORIES
17. UTILITIES: SEWAGE DISPOSAL: CITY OF DOVER
WATER SUPPLY: CITY OF DOVER
NATURAL GAS: CHESAPEAKE UTILITIES
ELECTRIC: CITY OF DOVER
TRASH COLLECTION: PRIVATE HAULER
18. MONUMENTATION: EXISTING: 2 FOUND (PER BECKER MORGAN PLAN TITLED DOVEVIEW APARTMENTS, EXISTING CONDITIONS PLAN, DATED 05/11/2011
19. SURVEY BENCHMARK: NGS MONUMENT - MARKER L 34
VERTICAL: NAVD88
HORIZONTAL: NAD83 STATE PLANE
20. TOTAL DISTURBED AREA: 1.0 ACS.±
21. FLOOD ZONE: THIS PROPERTY IS NOT LOCATED IN A 100-YEAR FLOODPLAIN, BASED ON FIRM MAP #10001C0166H, DATED MAY 5, 2003.
22. PARCEL ADDRESS: 201, 203, 205, 301, 303, 305, 401, 403, 405 DOVEVIEW DRIVE
DOVER, DE 19904

GENERAL NOTES:

1. THIS PLAN SUPERCEDES THE RECORD PLAN PREPARED BY NORTHPOINT ENGINEERING DATED DECEMBER 20, 2013 AND RECORDED IN THE KENT COUNTY RECORDER OF DEEDS JANUARY 31, 2014 PLOT BOOK 123, PAGE 43, AND THE RECORD PLAN PREPARED BY LARSON ENGINEERING, INC. DATED JUNE 6, 2006 AND RECORDED IN THE KENT COUNTY RECORDER OF DEEDS SEPTEMBER 12, 2007 PLOT BOOK 96, PAGE 24.
2. BOUNDARY, TOPOGRAPHY AND PLANIMETRIC INFORMATION SHOWN ON THIS PLAN ARE BASED ON A SURVEY PREPARED BY BECKER MORGAN GROUP, DOVER, DE IN JANUARY OF 2011, AND ADDITIONAL TOPOGRAPHIC SURBEY BY DAISY CONSTRUCTION, WILMINGTON, DE IN SEPTEMBER 2014.
3. ALL FIRE HYDRANTS SHALL BE DEDICATED TO THE CITY OF DOVER. A 20'x20' EASEMENT MEASURED FROM THE CENTER OF THE FIRE HYDRANT IS HEREBY DEDICATED TO THE CITY OF DOVER TO PERFORM ALL NECESSARY OPERATIONS AND MAINTENANCE TO THE HYDRANTS AND THE WATER DISTRIBUTION SYSTEM.

NOTES 4-9 LISTED BELOW ARE SURVEY RELATED NOTES THAT APPEAR ON THE BECKER MORGAN GROUP PLAN TITLED DOVE VIEW APARTMENTS, COVER SHEET, C-001, DATED 01/04/11, PROJECT NO. 2010122.00.

4. THE BOUNDARY LINES PORTRAYED HEREON HAVE BEEN ESTABLISHED BASED SOLELY ON PHYSICAL EVIDENCE DISCOVERED IN THE FIELD IN CONJUNCTION WITH DETERMINATIONS DERIVED FROM SOURCE OF TITLE AND ADJACENT DEED RECORD INFORMATION.
5. NO TITLE EXAMINATION FURNISHED TO OR PERFORMED BY THE PREPARERS HEREOF. PROPERTY SHOWN HEREON IS SUBJECT TO ANY RIGHT-OF-WAY, EASEMENTS, RESTRICTIONS, ETC. AS MAY BE SHOWN OR NOTED IN ANY RECORD, PUBLIC OR OTHERWISE, OR ANY REQUIREMENT OR REGULATION OF ANY PUBLIC AGENCY.
6. THE EXISTING UTILITIES SHOWN WERE TAKEN FROM THE BEST AVAILABLE RECORDS. THE CONTRACTOR SHALL CONTACT MISS UTILITY OF DELMARVA (1-800-282-8555) TO VERIFY THEIR EXACT LOCATION PRIOR TO THE START OF ANY CONSTRUCTION. ANY DAMAGE INCURRED TO ANY UTILITIES SHALL BE REPAIRED IMMEDIATELY AT THE CONTRACTOR'S EXPENSE. IF THE CONTRACTOR RELIES ON THE UTILITY LOCATIONS SHOWN HEREON, HE DOES SO AT HIS OWN RISK AND WILL NOT BE ENTITLED TO ADDITIONAL COMPENSATION DUE TO TIME DELAYS FROM SAID RELIANCE.
7. THIS PARCEL IS NOT WITHIN THE ONE HUNDRED YEAR FLOOD PLAIN, BASED ON FIRM MAP# 10001C0166H, PANEL 166 OF 435, DATED MAY 5, 2003.
8. BECKER MORGAN GROUP CERTIFIES THAT THERE ARE NO FRESH WATER WETLANDS LOCATED WITHIN THE IMPROVED AREA.
9. THE SOILS CLASSIFICATION FOR THE SITE IS HkB - HAMBROOK SERIES - HYDROLOGIC SOIL GROUP B.
10. ALL ROADS, PARKING AND OTHER PAVED AREAS WILL BE PRIVATELY OWNED AND MAINTAINED AND ARE NOT INTENDED FOR DEDICATION.
11. ALL HANDICAPPED PARKING DEMARCATIONS, STALLS, AND BUILDING ACCESSIBLE ROUTES SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT OF 1990 AND ADA STANDARDS FOR ACCESSIBLE DESIGN.
12. THIS PROJECT WAS PREVIOUSLY APPROVED BY THE CITY OF DOVER PLANNING COMMISSION ON AUGUST 22, 2006. THIS PLAN WAS GRANTED CONDITIONAL APPROVAL BY THE CITY OF DOVER PLANNING COMMISSION ON AUGUST 15, 2011.
13. THE OWNER OF THIS SITE OR HIS SUCCESSORS OR ASSIGNS SHALL BE RESPONSIBLE FOR MAINTENANCE AND INSURANCE ON THE COMMON OPEN SPACE AND STORMWATER MANAGEMENT FACILITIES.
14. THE KENT CONSERVATION DISTRICT RESERVES THE RIGHT TO ENTER PRIVATE PROPERTY FOR PURPOSES OF PERIODIC SITE INSPECTION.
15. THE KENT CONSERVATION DISTRICT RESERVES THE RIGHT TO ADD, MODIFY, OR DELETE ANY EROSION AND SEDIMENT CONTROL MEASURE, AS IT DEEMS NECESSARY.
16. THIS PROPERTY IS SUBJECT TO RECIPROCAL EASEMENTS AND RESTRICTIVE COVENANTS AGREEMENT, DATED 11/14/2006, RECORDED AS INSTRUMENT NO. 2006-74736 IN AND FOR KENT COUNTY RECORDER OF DEEDS ON 11/28/2006.

SHEET INDEX

F-100	COVER SHEET
F-101	EXISTING CONDITIONS AND DEMOLITION PLAN
F-102	SITE PLAN
F-103	UTILITIES PLAN
F-104	GRADING PLAN
L-100	LANDSCAPE AND RECREATION PLAN
L-102	SIGNAGE AND STRIPING PLAN

OWNERS CERTIFICATION:

WE, DOVEVIEW INVESTORS, LLC., HEREBY CERTIFY THAT WE ARE THE OWNER OF THE PROPERTY DESCRIBED AND SHOWN ON THIS PLAN, THAT THE PLAN WAS MADE AT OUR DIRECTION, AND THAT WE ACKNOWLEDGE THAT SAME TO BE OUR ACT AND DESIRE THE PLAN TO BE DEVELOPED AS SHOWN IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS.

_____ DATE

ENGINEERS CERTIFICATION:

I, MONIKA B. SLOAN, HEREBY CERTIFY THAT I AM A REGISTERED ENGINEER IN THE STATE OF DELAWARE, THAT THE INFORMATION SHOWN HEREON HAS BEEN PREPARED UNDER MY SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF REPRESENTS GOOD ENGINEERING PRACTICE AS REQUIRED BY THE APPLICABLE LAWS OF THE STATE OF DELAWARE.

MONIKA B. SLOAN, P.E. NO. 10215 DATE

MONIKA B. SLOAN REGISTERED No. 10215 DELAWARE PROFESSIONAL ENGINEER

NORTHPOINT ENGINEERING
102 LARCH CIRCLE, SUITE 203
NEWPORT, DE 19804
TEL: 302-992-9881
FAX: 302-658-0618
EMAIL: msloan@northpoint-eng.com

PLAN NORTH:

NORTH

KEY MAP:

SEAL:

PROJECT:

APPLICATION NO:
CONDITIONAL USE SITE PLAN

THE GRANDE

DOVEVIEW DRIVE
CITY OF DOVER
KENT COUNTY, DELAWARE

SHEET:

COVER SHEET

NO. DATE REVISION

SCALE: 1" = 50'

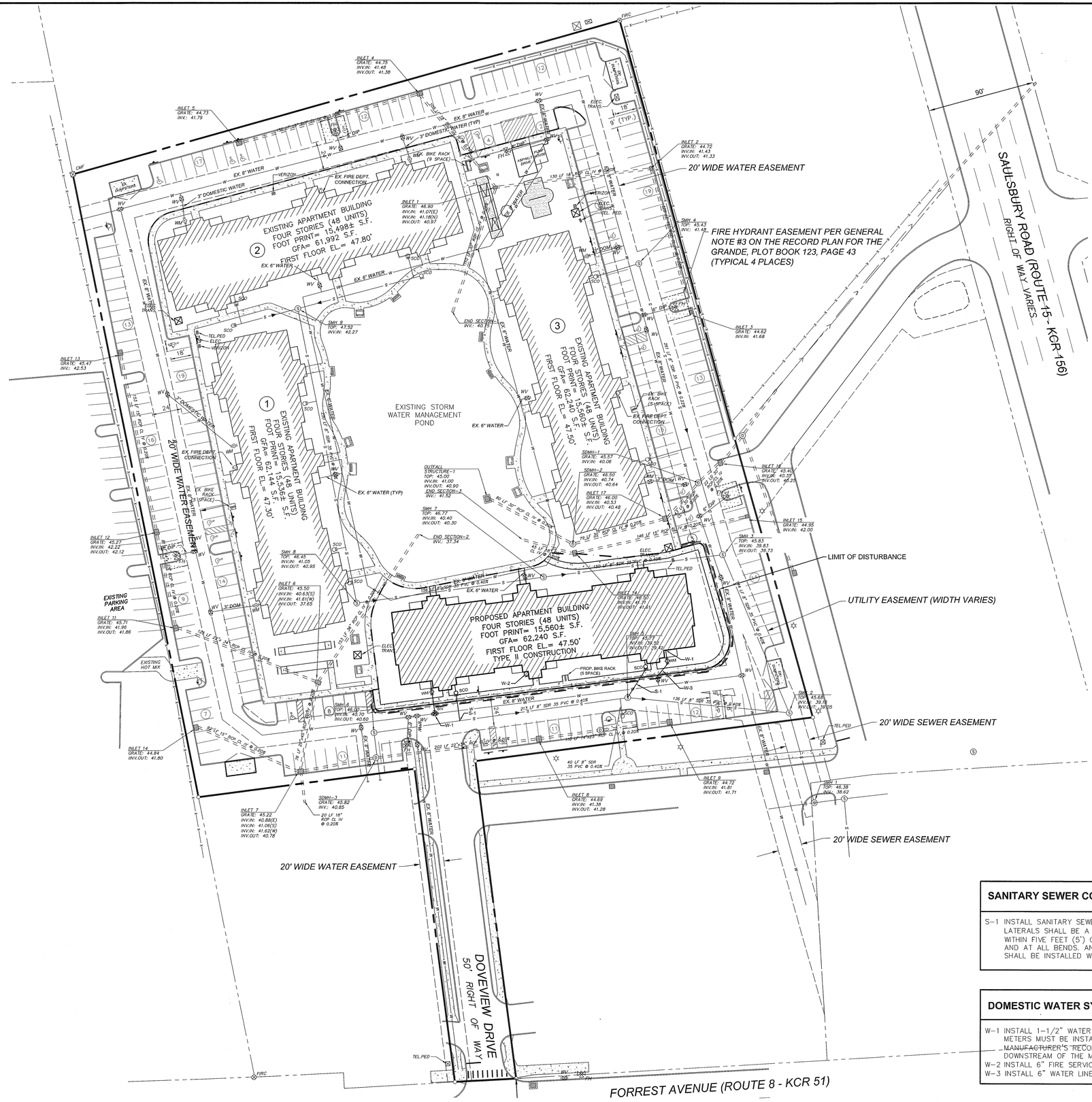
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DATE:
NOVEMBER 6, 2015

PROJECT:
11-001

SHEET:
F-100
SHEET 1 OF 7

W:\11\11-2011\DWG\FOURTH BUILDING\11-001-CONDITIONAL USE SITE PLAN.dwg Layout: F-100 Plotted: Fri, 06-Nov-2015 - 09:50AM



SANITARY SEWER CONSTRUCTION NOTES:

S-1 INSTALL SANITARY SEWER LATERAL (1.0% MINIMUM SLOPE) WITH A SINGLE CLEANOUT. LATERALS SHALL BE A MINIMUM SIX INCH (6") SDR35. LATERALS MUST BE INSTALLED WITHIN FIVE FEET (5') OF THE BUILDING AND ONE (1') OUTSIDE OF THE RIGHT-OF-WAY AND AT ALL BENDS. ANY CLEANOUT LOCATED WITHIN A TRAFFIC BEARING LOCATION SHALL BE INSTALLED WITH A HEAVY DUTY CAST IRON FRAME AND COVER.

DOMESTIC WATER SYSTEM CONSTRUCTION NOTES:

W-1 INSTALL 1-1/2" WATER METER, METER PIT, AND DOMESTIC SERVICE CONNECTION. WATER METERS MUST BE INSTALLED IN THE PIT PER CITY OF DOVER REQUIREMENTS AND MANUFACTURER'S RECOMMENDATIONS. A DUAL CHECK VALVE IS ALSO REQUIRED DOWNSTREAM OF THE METER.
W-2 INSTALL 6" FIRE SERVICE CONNECTION.
W-3 INSTALL 6" WATER LINE.

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DELAWARE
PROFESSIONAL ENGINEER

PROJECT:

APPLICATION NO:
CONDITIONAL USE SITE PLAN

THE GRANDE

DOVEVIEW DRIVE
CITY OF DOVER
KENT COUNTY, DELAWARE

SHEET:

UTILITIES PLAN

NO.	DATE	REVISION

SCALE: 1" = 40'

0 20 40 80

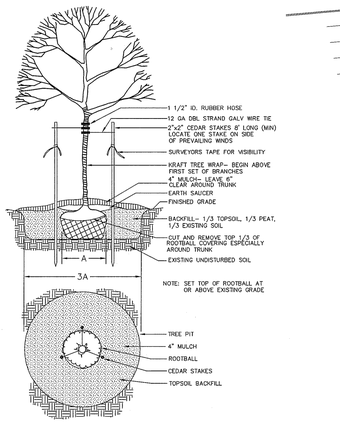
DATE:
NOVEMBER 6, 2015

PROJECT:
11-001

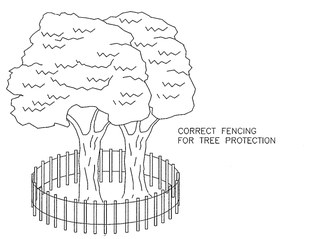
SHEET:
F-103

SHEET 4 OF 7

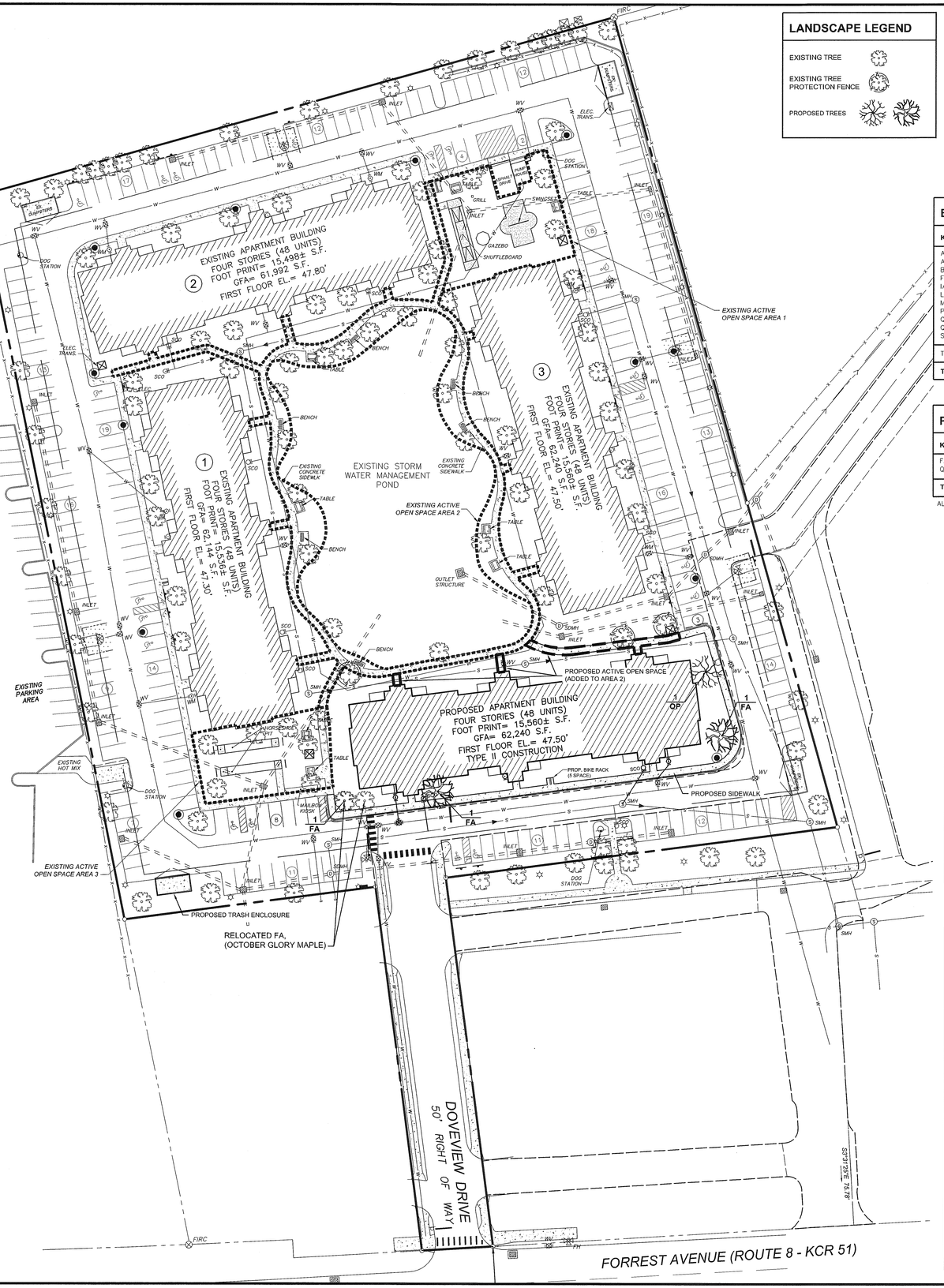
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B L-100 DECIDUOUS TREE PLANTING DETAIL
NOT TO SCALE



C L-100 TREE SAFETY FENCE DETAIL
NOT TO SCALE



LANDSCAPE LEGEND

- EXISTING TREE
- EXISTING TREE PROTECTION FENCE
- PROPOSED TREES

OPEN SPACE REQUIREMENTS:

1. PASSIVE OPEN SPACE REQUIREMENT: REQUIRED: 25% OF TOTAL LOT AREA (293,272 S.F. x .25 = 73,318 S.F.) EXISTING: 97,731 S.F. PROVIDED: 100,444 S.F.± (EXCLUDES PARKING ISLANDS)
2. ACTIVE OPEN SPACE REQUIREMENT: REQUIRED: 150 S.F. PER DWELLING UNIT (192 D.U. x 150 S.F./D.U. = 28,800 S.F.) EXISTING: 21,925 S.F.

TREE DENSITY REQUIREMENTS:

1. TREE DENSITY REQUIREMENT: 1 TREE PER 3,000 S.F. OF DISTURBANCE TOTAL AREA OF SITE: 293,272 S.F. / 3,000 S.F. = 98 TREES
2. TREES PROVIDED: EXISTING: 95 TREES PROPOSED: 3 TREES TOTAL: 98 TREES

EXISTING PLANT LIST:

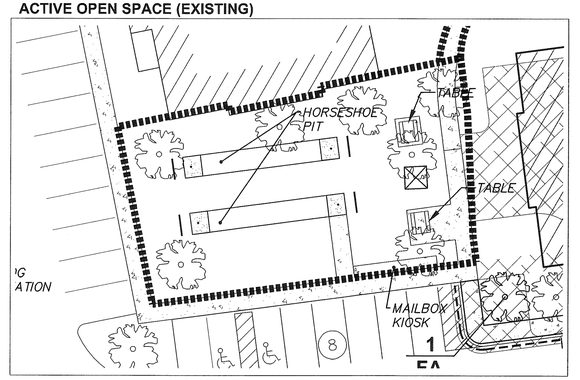
KEY	QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	REMARKS
AC	5	AMELANCHIER CANADENSIS	SERVICEBERRY	5–6'	B&B	
AR	16	ACER RUBRUM 'RED SUNSET'	RED SUNSET MAPLE	2" CAL.	B&B	
BN	6	BETULA NIGRA	RIVER BIRCH	7–8'	B&B	
FA	22	ACER RUBRUM 'OCTOBER GLORY'	OCTOBER GLORY MAPLE	2" CAL.	B&B	
IA	7	ILEX ATTENUATTA	FOSTER'S HOLLY	5–6'	B&B	
LI	6	LAGERSTROMIA	WHITE CREPE MYRTLE	5–6'	B&B	
MV	4	MAGNOLIA VIRGINIANA	SWEETBAY MAGNOLIA	5–6'	B&B	
PS	8	PINUS STROBUS	EASTERN WHITE PINE	5–6'	B&B	
QB	4	QUERCUS BICOLOR	SWAMP WHITE OAK	2" CAL.	B&B	
QP	12	QUERCUS PHELLOS	WILLOW OAK	2" CAL.	B&B	
SA	3	SALIX ALBA	WEEPING WILLOW	2" CAL.	B&B	
TWO EXISTING TREES FROM PREVIOUS APPROVED PLAN CONTINUE TO REMAIN						
TOTAL	**95**					

PROPOSED PLANT LIST:

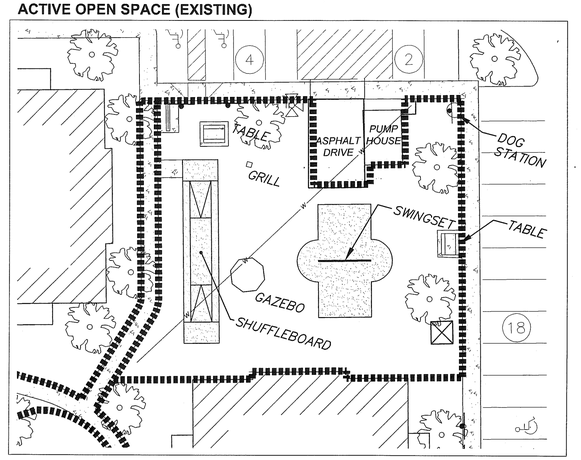
KEY	QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	REMARKS
FA	2	ACER RUBRUM 'OCTOBER GLORY'	OCTOBER GLORY MAPLE	2" CAL.	B&B	
QP	1	QUERCUS PHELLOS	WILLOW OAK	2" CAL.	B&B	
TOTAL	**3**					

ALL TREES TO HAVE A ONE YEAR REPLACEMENT GUARANTEE

HORSESHOE PIT AREA: 5,163 S.F.
ACTIVE OPEN SPACE (EXISTING)

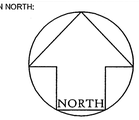


SHUFFLEBOARD AND SWING SET AREA: 6,329 S.F.
ACTIVE OPEN SPACE (EXISTING)



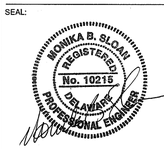
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PLAN NORTH:



KEY MAP:

SEAL:



PROJECT:

APPLICATION NO:
CONDITIONAL USE SITE PLAN

THE GRANDE

DOVEVIEW DRIVE
CITY OF DOVER
KENT COUNTY, DELAWARE

SHEET:
LANDSCAPE AND RECREATION PLAN

NO. DATE REVISION

SCALE: 1" = 40'

0 20 40 80

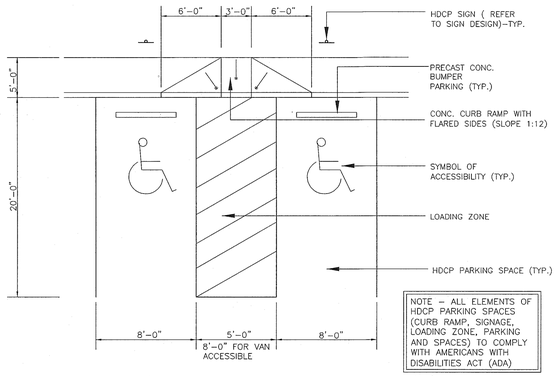
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NOVEMBER 6, 2015

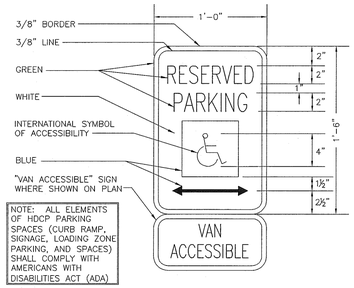
PROJECT:
11-001

SHEET:
L-100

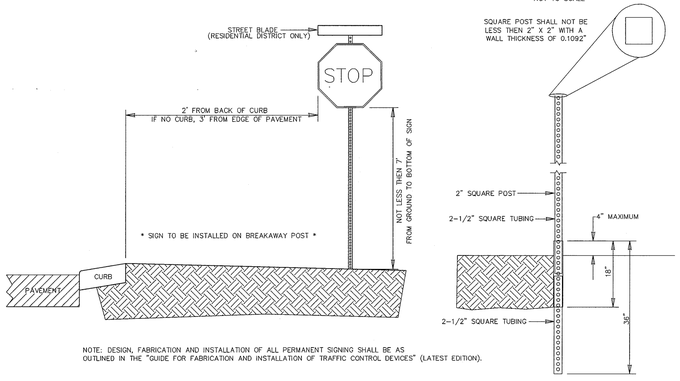
SHEET 6 OF 7

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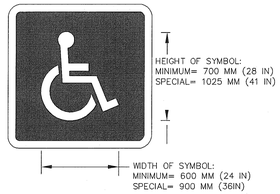




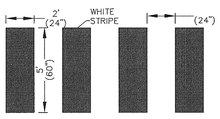
A L–102 HANDICAP PARKING DETAIL (T-7)
NOT TO SCALE



B L–102 STOP SIGN DETAIL (T-1)
BUSINESS OR RESIDENTIAL DISTRICT, N.T.S.



C L–102 HANDICAP PARKING SPACE MARKING DETAIL
NOT TO SCALE



NOTE: STRIPING OF CROSSWALK SHALL BE THERMO

D L–102 PEDESTRIAN CROSSWALK DETAIL (T-2)
NOT TO SCALE

NO PARKING

FIRE LANE

NOTES:

1. THE SIGN SHALL HAVE A WHITE SCOTCHLITE BACKGROUND WITH RED SCOTCHLITE LETTERS, EXCEPT FOR THE WORD "NO" WHICH SHALL HAVE THE COLOR SCHEME REVERSED.
2. THE SIGN SHALL BE LOCATED AT EACH END & 150' ON CENTER ALONG FIRE LANES.
3. ALL LETTERING SHALL BE 3 INCHES IN HEIGHT, EXCEPT FOR THE WORD "PARKING" WHICH SHALL BE 2 INCHES IN HEIGHT.

FIGURE 9
APPROVED SIGN FOR MARKING FIRE LANES

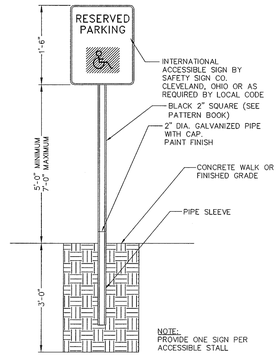
E L–102 FIRE LANE SIGN (T-4)
NOT TO SCALE



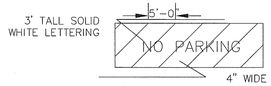
NOTES:

1. THE SIGN SHALL HAVE A WHITE SCOTCHLITE BACKGROUND WITH RED SCOTCHLITE LETTERS.
2. ALL LETTERING SHALL BE 3 INCHES IN HEIGHT.
3. ALL SIGNS SHALL BE IN ACCORDANCE WITH THE DELAWARE STATE FIRE PREVENTION REGULATIONS.
4. SIGN SHALL BE CENTERED ABOVE FIRE DEPARTMENT CONNECTION.

F L–102 FIRE CONNECTION SIGN (T-6)
NOT TO SCALE



G L–102 HANDICAP PARKING SIGN AND POLE DETAIL
NOT TO SCALE



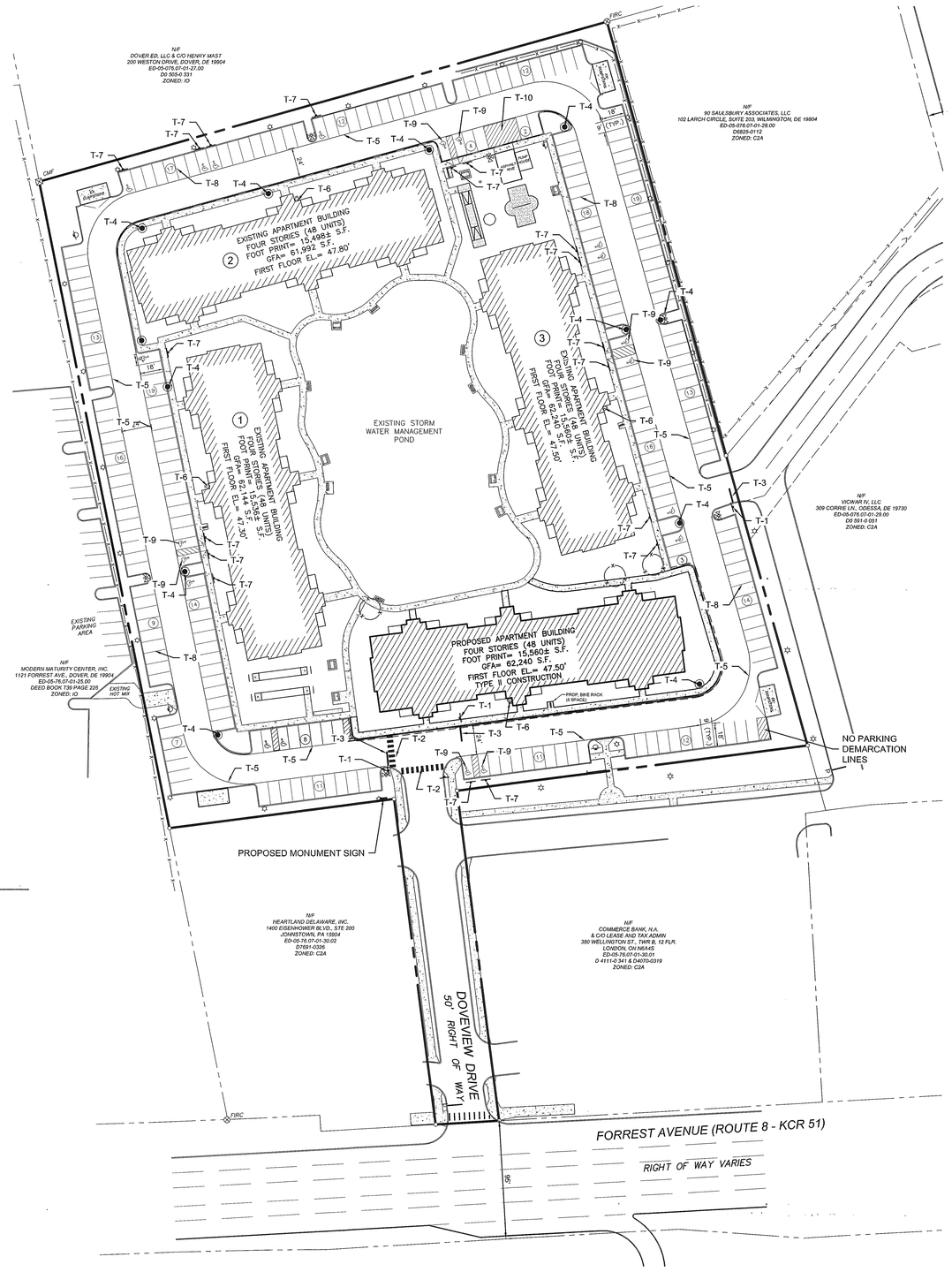
H L–102 NO PARKING ZONE DETAIL (T-8)
NOT TO SCALE

FIRE MARSHAL GENERAL CONSTRUCTION NOTES:

1. ALL FIRE PROTECTION SYSTEMS AND MARKINGS FOR EACH BUILDING MUST BE REVIEWED AND APPROVED BY THE FIRE MARSHAL PRIOR TO ISSUANCE OF A BUILDING PERMIT.
2. KNOX BOX REQUIRED. CONTRACTOR TO CONTACT CITY OF DOVER FIRE MARSHAL TO OBTAIN KNOX BOX AND VERIFY EXACT LOCATION.
3. PROPOSED FIRE DEPARTMENT CONNECTION WITH FIRE CONNECTION SIGNAGE TO BE FIELD LOCATED BY FIRE MARSHAL.

STRIPING AND SIGNAGE CONSTRUCTION NOTES:

T–1 INSTALL "STOP" SIGN ON STANDARD BREAKAWAY SIGN POST. SEE DETAIL.
T–2 PROPOSED PAINTED "PIANO KEY" PEDESTRIAN CROSSWALK – 24" WIDE SOLID WHITE LINES WITH 24" SPACING. SEE DETAIL.
T–3 16" WIDE STOP BAR SET 5' BEHIND CROSSWALK. STRIPING SHALL BE THERMO.
T–4 INSTALL "FIRE LANE" SIGN. SEE DETAIL.
T–5 PROPOSED FIRE LANE STRIPING – 4" SOLID YELLOW LINE (TYP.).
T–6 INSTALL "FIRE DEPT. CONNECTION" SIGN. SEE DETAIL.
T–7 INSTALL HANDICAPPED PARKING SIGN. SEE DETAIL.
T–8 4" WIDE SOLID WHITE PARKING STALL STRIPING.
T–9 4" WIDE HANDICAPPED BLUE CROSS-HATCHED STRIPING (TYP.).
T–10 "NO PARKING" PAINTED WITH DEMARCATION LINES. SEE DETAIL.



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PLAN NORTH:

NORTH

KEY MAP:

SEAL:

MONIKA B. SLOAN REGISTERED No. 10215 DELAWARE PROFESSIONAL ENGINEER

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THE GRANDE

DOVEVIEW DRIVE
CITY OF DOVER
KENT COUNTY, DELAWARE

SHEET:

SIGNAGE AND STRIPING PLAN

NO. DATE REVISION

SCALE: 1" = 50'

0 25 50 100

DATE:
NOVEMBER 6, 2015

PROJECT:
11-001

SHEET:
L-102

SHEET 7 OF 7

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The Grande
Project Narrative / Waiver Request
November 6, 2015

The original approved Site Plans for Doveview were prepared by Larson Engineering, Inc. in 2006. The Larson Plans were approved with 4 buildings utilizing the Senior Housing Option in place at that time, which required that the head of household must be at least 55 years of age.

Those plans were superseded by the Becker Morgan Group and then Northpoint Engineering plans renamed The Grande. The plans proposed 3 buildings and were compliant with the current City of Dover Code at the time for apartments. There was no age restriction put on the site due to uncertainty in the housing market at the time. The Final Site Plan application for The Grande (S-11-12) was approved by the City of Dover Planning Commission on August 15, 2011. The site was constructed to those approved plans with 3 buildings compliant with the apartment regulations.

The apartments are fully leased with a waiting list. A Declaration of Restrictions was recorded on July 29, 2015 to restrict the age of the residents of the units. The Declaration of Restrictions is revocable as it stands.

Once construction was completed, the Site was finalized. Therefore any changes to the site – such as adding a 4th building – will require a new complete application and will follow the procedure for new plans in the City of Dover.

A Conceptual Sketch Plan - Application MI-14-06 The Grande Planned Neighborhood Design – Senior Citizen Housing Option was submitted in 2014.

Dwelling Units / Building and Building Height

The three (3) existing buildings on the site are 4-story with 48 dwelling units / building. The buildings each have 3 elevators per building, with each elevator serving 4 dwelling units per floor.

We hereby request an alternatives to Article 3 Section 24 – Planned Neighborhood Design (PND) Option and Article 4 – Zoning Bulk and Parking Regulations, requiring that the Maximum Building Height = 2 stories, and Maximum Dwelling Units per Building = 24. We propose to construct a 4th building on the site, 4 stories in height with 48 dwelling units, to be similar to existing Building #3 on the site, with 3 elevators in the building to serve 4 units per floor.

Parking

Parking for the Approved Plans in effect at this time require 2.25 spaces / dwelling unit (144 DU's) = 325 spaces. There are currently 325 spaces provided on the site.

We hereby request an alternatives to Article 3 Section 24 - Planned Neighborhood Design (PND) Option and Article 4 – Zoning Bulk and Parking Regulations, to provide 1.25 spaces / dwelling unit (192 DU's) = 240 spaces. Our plan proposes 250 spaces on the site.

The apartments are fully leased and 131 vehicles are registered to those residents at this time. Parking counts were conducted from October 31 thru November 2 and the results are as shown below.

Saturday - October 31, 2015 at 7:00 AM = 128 vehicles
Saturday - October 31, 2015 at 7:00 PM = 115 vehicles
Sunday - November 1, 2015 at 7:00 AM = 111 vehicles
Sunday - November 1, 2015 at 7:00 PM = 133 vehicles
Monday – November 2, 2015 at 7:00 AM = 129 vehicles
Monday - November 2, 2015 at 11:00 AM = 121 vehicles
Monday - November 2, 2015 at 7:00 PM = 121 vehicles

Our plan proposes one additional building with 48 DU's and will provide 250 parking spaces on the site.

Active Recreation Area

The current plans are already utilizing an exception to the Article 5 Section 10 – Open space and other public facilities, which requires 275 SF / dwelling unit (144 DU's) = 39,600 SF active recreation area. The current plans require 150 SF / dwelling unit (144 DU's) = 21,600 SF active recreation area. The actual active recreation area on the site is 21,975 SF.

This plan proposes an additional 48 age-restricted dwelling units on the site. According to the calculations - 150 SF / dwelling unit (192 DU's) = 28,800 SF, these plans require an additional 6,825 SF of active recreation area. With the proposed 4th building on the site, there is no area available to provide this additional area.

In addition, as part of the each resident's lease, the annual membership fee for the adjoining Modern Maturity Center is paid yearly.

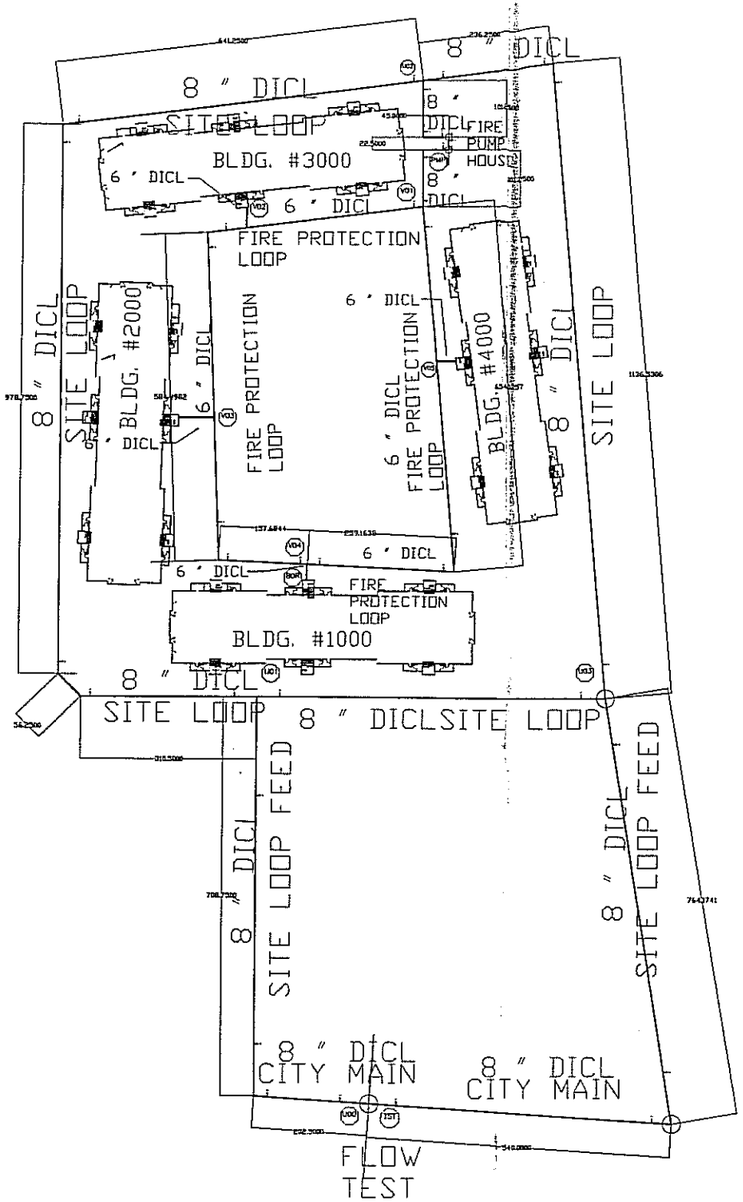
Waiver Request

We are hereby requesting a waiver of the requirements of Article 5 Section 17 – Emergency access requirements, which requires a 24' wide primary fire lane at the rear of the building.

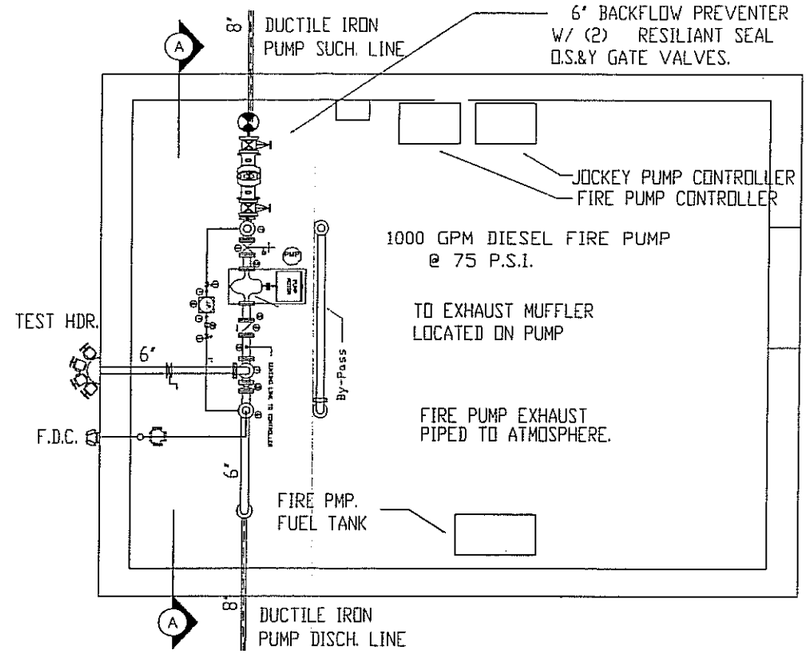
Attached is Sheet 1 of 4 of the Approved Fire Pump and Site Underground Plans as approved by the City of Dover Fire Marshal in 2008. The plans were approved for 4 buildings on the site. The site was constructed in accordance with the approved plans, with the exception of Building 4, which was not built.

The existing buildings on site each have a wet fire protection system for floors 1, 2, 3, an4, and a dry system for the attic floor. The buildings are fully sprinklered. Smoke detectors are hard-wired and located in the kitchen, bathroom and hallways of each unit and in each elevator, per the National Electric Code. Each init and hallway also has horns and strobes for Fire Protection. There are 3 accesses to each building in the front and 3 in the rear. The fire protection system is fed by public water – City of Dover – and a Fire Pump located on site.

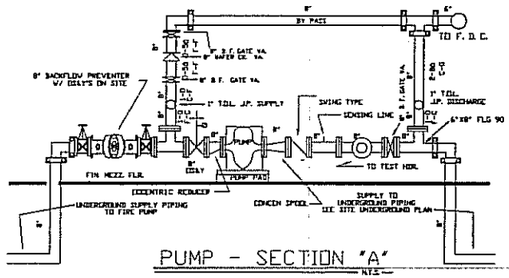
Building #4 will be constructed in accordance with the approved plans and will have the same fire protection system as is currently installed in Buildings 1, 2, and 3.



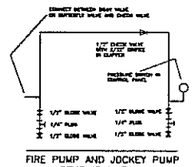
UNDERGROUND FIRE SERVICE MAINS



PUMP ROOM



PUMP - SECTION "A"



FIRE PUMP AND JOCKEY PUMP SENSING LINE

GENERAL NOTES

1. THE AUTOMATIC SPRINKLER SYSTEM IS TO BE DESIGNED, INSTALLED AND TESTED IN ACCORDANCE WITH NFPA 13 , 2002
2. THE FIRE PUMP IS TO BE DESIGNED, INSTALLED & TESTED IN ACCORDANCE WITH NFPA 20
3. OCCUPANCY LIGHT HAZARD
4. HANGERS / SUPPORTS AND THEIR LOCATIONS SHALL BE IN ACCORDANCE WITH NFPA 13,
5. THE TYPES OF SYSTEMS UTILIZED FOR BUILDING PROTECTION IS AS FOLLOWS: WET 1ST, 2ND, , 3RD, & 4TH, FLOORS DRY ATTIC FLOOR
6. ALL SYSTEM PIPING SHALL BE SCHEDULED AS FOLLOWS:
   1ST FLOOR (RESIDENTIAL AREA) – CPVC & FITTINGS (STEEL RISER)
   2ND FLOOR (RESIDENTIAL AREA) – CPVC & FITTINGS (STEEL RISER)
   3RD FLOOR (RESIDENTIAL AREA) – CPVC & FITTINGS (STEEL RISER)
   4TH FLOOR (RESIDENTIAL AREA) – CPVC & FITTINGS (STEEL RISER)
   ATTIC – STEEL RISER & FLOOR PIPING (DRY SYSTEM)
7. ALL FITTINGS TO BE CAST IRON CLASS 125, MALLEABLE IRON CLASS 150, WELD-O-LETS AND/OR GROOVED, OR CPVC PER NFPA STANDARDS
8. GENERAL CONSTRUCTION = COMBUSTIBLE
9. • – DENOTES DISTANCE FROM CEILING TO CENTERLINE OF PIPE
10. +0'-0" – DENOTES DISTANCE FROM FLOOR LEVEL TO CENTERLINE OF PIPE
11. IN LOCALITIES SUBJECT TO FREEZING CONDITIONS, IT IS THE OWNERS RESPONSIBILITY TO PROVIDE HEAT THROUGHOUT WET PIPE SPRINKLER SYSTEM AREAS
12. MAXIMUM SPACING FOR PENDENTS & SIDEWALLS IS TO BE 16' X 16'
13. SYSTEM IS FED BY PUBLIC SUPPLY & FIRE PUMP
14. ALL UNDERGROUND WORK TO BE DONE IN STRICT ACCORDANCE WITH NFPA 24
15. ALL ELECTRICAL WORK DONE BY OTHERS
16. FLUSHING PROVISIONS PROVIDED AS PER NFPA 13.
    FIRE ALARMS DONE BY OTHERS
17. UNDERGROUND PIPING BY OTHERS.
18. • SPKR HEADS, RATED @ 155 DEGREE WILL MAINTAIN A DISTANCE OF 18" FROM HEATING DIFFUSERS. & CEILING FANS
19. MAXIMUM SPACING FOR SIDEWALLS IS TO BE 16' X 16'
20. MAXIMUM SPACING FOR PENDENTS IS TO BE 16' X 16'

Return

DFS LICENSE #0113 DFS CERT. HOLDER: XXX XXX #FSC-XXXX

16 Hadco Rd.
Wilmington, DE 19804
P: 302.993.0600
F: 302.993.0639
www.radiusservices.com
Radius Services
FIRE PROTECTION

DOVE VIEW
DOVER, DELAWARE

FIRE PUMP and SITE UNDERGROUND PLANS

TAX PARCEL #: N/A
CONTRACT #: R3.XX-XXX
APPROVAL: XX
C.O.: XX
SCALE: 1/8" =1'-0", U.N.O.
DATE: 05-XX-05

FP 1 OF 4

8/4/2008 4:17:38 PM

IMPORTANT INFORMATION

– DRAWINGS SUBMITTED FOR REVIEW & COORDINATION SHALL BE CONSIDERED APPROVED AS DRAWN IF COMMENTS ARE NOT MADE WITHIN 30 DAYS OF RECEIPT.

– IN LOCALITIES SUBJECT TO FREEZING CONDITIONS, IT IS THE OWNER'S RESPONSIBILITY TO PROVIDE HEAT THROUGHOUT WET PIPE SPRINKLER SYSTEMS AREAS AND IN ENCLOSURES FOR DRY PIPE, DELUGE, AND OTHER TYPES OF VALVES CONTROLLING WATER SUPPLIES TO SPRINKLER SYSTEMS.

– THIS DRAWING, THE INFORMATION, AND THE DESIGN APPLICATION HEREIN CONTAINED IS THE PROPERTY OF RADIUS SERVICES LLC, AND IS LOANED UPON THE EXPRESS CONDITION THAT THE SAME BE RETURNED TO RADIUS SERVICES UPON REQUEST. ALL INFORMATION HEREIN CONTAINED SHALL BE TREATED AS SECRET AND CONFIDENTIAL. NO REPRODUCTION OF THIS DRAWING OR ANY PART THERE OF SHALL BE MADE, WITHOUT THE WRITTEN CONSENT OF RADIUS SERVICES, LLC.

2008 Radius Services LLC

SYMBOLS

- DENOTES DISTANCE DOWN FROM STRUCTURE TO CENTER LINE OF PIPE
- DENOTES DISTANCE A/F TO CL OF PIPE
- DENOTES HYDRAULIC REFERENCE POINT
- DENOTES BRANCH LINE REFERENCE
- DENOTES MAIN PIPE WITH WELD DETAIL
- DENOTES SYSTEM RISER
- DENOTES RISE UP IN PIPE ROUTING
- DENOTES DROP DOWN IN PIPE ROUTING

TOP OF STEEL
BOTTOM OF STEEL
BOTTOM OF CONCRETE
CONCRETE FINISHED FLOOR
CENTER LINE
CUT IN FIELD
VERIFY IN FIELD

SYSTEM

WET SYS –
DRY SYS –
DELUGE SYS –
PRE-ACTION –
ANTI-FREEZE –
HYD. CALC –
PIPE SCH –
FIRE PUMP –
STANDPIPE –
RESIDENTIAL
RACK SYS –
FM 2000/2001
UG PIPE –
ATTENDANT –
FIRE ALARM –
OTHER –

DESIGN FEATURES

- HEADS LOCATED IN CENTER OF TILE
- HEADS LOCATED IN QUARTER OF TILE
- MATERIAL IS UL LISTED
- MATERIAL IS FM APPROVED
- MATERIAL IS BUY AMERICAN
- SEISMIC HANGERS
- PUBLIC OR CITY WATER
- FIRE PUMP AND TANK
- FIRE PUMP AND CITY WATER
- SLEEVES
- NATIONAL STANDARD THREADS
- HISTORIC REGISTRY
- PIPE LABELS
- UNDERGROUND PIPE
- BATHROOMS LIMITED PER 13/13D/13R
- CLOSETS LIMITED PER 13/13D/13R

APPROVALS

STATE of DE –
CITY of MILN –
CITY of DOVER –
CITY of NEWARK –
CITY of PHIL –
FM GLOBAL –
OWNER –
ARCHITECT –
ENGINEER –
GENERAL CON –
COUNTY:
XXX
TOWNSHIP:
XXX
OTHER:
NO

WATER FLOW INFORMATION

PIPE AND FITTINGS

PIPE TYPE	FITTING TYPE
1" SCHED 40 CPVC	THREDED CPVC
1-1/2" SCHED 40 CPVC	THREDED CPVC
2" SCHED 40 CPVC	THREDED CPVC
2-1/2" SCHED. 10	GRV'D DUCTILE IRON
3" SCHED. 10	GRV'D DUCTILE IRON
4" SCHED. 10	GRV'D DUCTILE IRON
6" SCHED. 10	GRV'D DUCTILE IRON

SPRINKLERS

SYM	COUNT	TYPE	FINISH	TEMP	K	NPT	ORIFICE	MANUFACT	MODEL	ESCUTCHEON	SIN

TOTAL NUMBER OF SPRINKLER HEADS THIS SHEET

REVISION INFORMATION

REV	DATE	DESCRIPTION

DESIGN INFORMATION

THE DESIGN FOR THIS PROJECT WAS COMPLETED USING ELECTRONIC DRAWING FILES PROVIDED BY:
COMPANY: XXX
CONTACT: XXX
DATE: XX/XX/XX
METHOD OF TRANSMITTAL: EM-MAIL 3.5" FLOPPY/CD

C-15-04

CITY OF DOVER

DEVELOPMENT ADVISORY COMMITTEE

APPLICATION REVIEW COMMENTARY

D.A.C. MEETING DATE: **December 9, 2015**

CITY OF DOVER FIRE MARSHAL

APPLICATION: **The Grande, Building 4: Planned Neighborhood Design-Senior Citizen Housing Option**

FILE #: **C-15-04** REVIEWING AGENCY: **City of Dover, Office of the Fire Marshal**

CONTACT PERSON: **Matthew Brown, Deputy Fire Marshal** PHONE #: **(302) 736-4457**

THE SUBJECT PROPOSAL HAS BEEN REVIEWED FOR CODE COMPLIANCE, PLAN CONFORMITY, AND COMPLETENESS IN ACCORDANCE WITH THIS AGENCY'S AUTHORITY AND AREA OF EXPERTISE.

THE FOLLOWING ITEMS HAVE BEEN IDENTIFIED AS ELEMENTS WHICH NEED TO BE ADDRESS BY THE APPLICANT:

CITY AND STATE CODE REQUIREMENTS:

1. Proposed building is a 4 story Apartment building. Primary fire lanes are required to be 24 feet wide and cover the side of the building that has the primary entrance and exit. Fire lanes can be no closer than 10 feet to the building and no farther than 50 feet from the building. Fire lanes shall cover 35% of the proposed building.

2. Emergency access to rear building areas compliant with City of Dover Code (Article 5-Supplementary Regulations, Section 17); all four stories and greater buildings require 24ft fire lane at the rear. All two to three story apartment structures require an 18ft Secondary Fire Lane at the rear. All townhouses (3-8 units) with no fire protection require a 16ft alley at the rear.

3. The closest edge of fire lanes shall not be located further than 50ft from the exterior wall if one or two stories in height; 40ft if three or four stories in height; or 30ft if over four stories in height.

4. Building Access shall be no further than 50 feet from a primary entrance. Where buildings are provided with an automatic sprinkler system installed in accordance with NFPA 13, access shall be no further than 100 feet from the primary entrance.

5. Speed Reduction devices or any other like device used to reduce vehicle speed are prohibited per City of Dover Code of Ordinances.

6. Fire Lanes shall have an unobstructed vertical clearance of not less than 13ft 6in.

7. All Fire Lanes shall be marked in accordance with the adopted Delaware State Fire Prevention Regulations. All fire lane markings shall be in the color of "yellow".

8. Perimeter access will be 75% and clearly shown on the plans. Perimeter Access minimum width shall be 15ft measured from the face of the building at grade with a maximum slope of 10%. Plantings and utility services shall be permitted within the perimeter access and shall not interfere with emergency services fire ground operations.

9. Address numbers of at least 12 inches in height must be placed on the street side of the building visible from the street. Label all suites if applicable.

10. Any natural or LP gas bottles, meters, values, regulators, etc., must have impact protection per City of Dover Code of Ordinances.

11. Full building and fire plan review is required.

12. Building cannot be occupied or construction or renovations started until completion of building and fire plan review.

13. All required means of egress shall have an exit discharge consisting of a non slip surface, and leading to and terminating at a public way.

14. Sprinkler system required. System is to be monitored by an approved Fire Alarm System.

15. Fire Department Connection is to be located within 50 feet of main entrance. Access to the Fire Department Connection must be clear unobstructed access as defined by the AHJ.

16. Fire Department Connection to be located within 300 feet of fire hydrant, measured as hose would come off the fire equipment.

17. Fire Alarm System required per occupancy code requirements.

18. Knox Box required on all buildings.

19. Standpipes required.

20. Elevator cars to meet the interior dimensions set forth in the Delaware State Fire Prevention Code.

21. Buildings over 25,000 Sq. Ft are to have radio performance testing done by Delaware State Communications prior to Final CO.

22. Project to be completed per approved Site Plan.

23. Multiple Access Roads shall be provided when a fire department access road (fire lane) is determined by the Fire Marshal to be impaired by vehicle congestion, condition of terrain, climatic conditions, or other factors that could limit access such as placement of fire hose from fire equipment.

ADDITIONAL / SPECIFIC REQUIREMENTS TO OBTAIN APPROVAL:

1. **Impact protection required for Natural Gas Meters. Protection on existing buildings does not meet current City of Dover code.**

2. Provide updated plans showing 35% Fire Lane coverage

3. Provide updated plans showing 75% Perimeter access. The 35% used for Fire Lane coverage can be used towards the perimeter access, leaving an additional 40% required.

4. Please provide waiver in regards to the Rear Emergency Access as defined by the City of Dover code. This office received no objection from the Dover Fire Department in regards to the waiver. Therefore, this office will consider a waiver when officially received.

5. Plans shall provide compliance as specified in the "City and State Code requirements" section of this document. Provide verbiage or show compliance for each specified area that applies.

APPLICABLE CODES LISTED BELOW (NOT LIMITED TO):
2012 NFPA Life Safety Code (NFPA; National Fire Protection Association)
2009 IBC (International Building Code)
Latest editions of all other NFPA Codes as defined by the Delaware State Fire Prevention Regulations
2012 Delaware State Fire Prevention Regulations
City of Dover Code of Ordinances

***If you have any questions or need to discuss any of the above comments, please call the above contact person listed.**

Excerpt of Meeting Minutes for CITY OF DOVER PLANNING COMMISSION, December 16, 2015

The Regular Meeting of the City of Dover Planning Commission was held on Wednesday, December 16, 2015 at 7:00 PM with Chairman Mr. Tolbert presiding. Members present were Mr. Cregar, Colonel Welsh, Mr. Holt, Mr. Baldwin, Ms. Still and Mr. Tolbert. Mr. Holden, Dr. Jones and Mr. Ambruso were absent. Staff members present were Mrs. Townshend, Mr. Jason Lyon, Mrs. Dawn Melson-Williams, Mr. Bill Cook and Mrs. Mullaney.

NEW DEVELOPMENT APPLICATIONS

1) C-15-04 The Grande, Building 4: Planned Neighborhood Design – Senior Citizen Housing Option – Public hearing and Review of a Conditional Use Site Plan to establish a Planned Neighborhood Design development of Senior Citizen Housing. The plan proposes construction of a four story 62,240 SF apartment building of 48 units (Building 4) and other associated site improvements at the existing apartment complex which consists of three apartment buildings known as The Grande. With this project, the complex will consist of a total of 192 apartment units of Senior Housing. The property is 6.7326 acres ± and is zoned RG-5 (General Residence Zone for Mid-Rise Apartments) and subject to COZ-1 (Corridor Overlay Zone). The property is located on the north side of Forrest Avenue (Route 8) just west of the Saulsbury Road intersection. The owner of record is Doveview Investors, LLC. Property Addresses: 101-405 Doveview Drive. Tax Parcel ED-05-076.07-01-30.00-000. Council District 1. *Waiver Requests: Alternative Design Standards for Alternative Design Standards for Average and Minimum Lot Area, Building Spacing, Building Height & Number of Stories, Lot Coverage, Number Dwelling Units Per Building and Off-Street Parking; and the Elimination of Rear Emergency Access Requirements. Project includes review of an Active Recreation Plan.*

Representatives: Ms. Monika Sloan, Northpoint Engineering; Mr. Mark Prata, Doveview Investors

Mrs. Melson-Williams stated that this is a Conditional Use Site Plan application that is for the project known as The Grande, Building 4. It's seeking approval under the Planned Neighborhood Design Senior Citizen Housing option. The location map places this property on the north side of Route 8 just west of the intersection with Saulsbury Road. The property is currently zoned RG-5 (General Residence Zone for Mid-Rise Apartments) and is also subject to the COZ-1 (Corridor Overlay Zone). The project tonight proposes what is a fourth building. Currently, there are three (3) apartment buildings on the property. These were constructed with previous applications; most specifically and recently a Site Plan in 2011 for the construction of these three (3) buildings as apartments under the RG-5 (General Residence Zone for Mid-Rise Apartments) provisions. Looking at the site, this would be the building that is closest to the Route 8 Corridor. Currently, the area is a parking lot at the site as it stands today.

The review process for a Planned Neighborhood Design is somewhat special. This is the presentation of the Conditional Use to the Planning Commission. With a Senior PND, there's an opportunity for a variety of different housing types. They are choosing the apartment style of construction. What makes it a Senior Citizen Housing project is that the City's Code requires that the head of household for each housing unit be at least 55 (fifty-five) years of age. That has to be proven to the City. The plan itself is a quad of buildings. Central to the project is the existing

stormwater management pond; it's ringed by the four apartment buildings all of which are four story. This is the submission for the fourth building which consists of forty-eight (48) units. The total number of units on the site would be one hundred ninety-two (192) apartment units which gives the project a density of 28.5 dwelling units per acre. That is something that the Planning Commission needs to determine that it is compatible with the development pattern in the surrounding area. It's one of the provisions to be met with the use of the Planned Neighborhood Design option. With the Planned Neighborhood Design, there is the opportunity to consider Alternative Design Standards and this project is making that request in a number of areas. The report on page 4 provides a chart that actually outlines all of those requests. They are specifically asking for alternative standards in the following areas: the average lot area, the minimum lot area (those are calculations of lot area per dwelling unit), the off-street parking provisions, the building spacing (spacing between buildings), building height and the number of stories, overall lot coverage and then the average number of dwelling units per building. Those are detailed in the chart.

This project as mentioned also falls within the Corridor Overlay Zone. There are a number of provisions related to design of the site and the building that are required in the Corridor Overlay Zone.

The applicant is proposing to replicate the same architecture that exists on the property today which has kind of a detailed watertable that is done in a stone veneer and that stone veneer is carried vertically in several locations to mark main entrances to the building. The remaining wall surfaces are vinyl siding and it does have a pitched roof and other details are brought forth with the balconies and the other trim-work on this property.

Some considerations related to the site to be aware of are the *Delaware Route 8 Concept and Operation Study* that they reference for any projects within this corridor. That was a study that identified circulation improvements along the Route 8 Corridor and presented a variety of alternatives to address traffic conditions in that corridor. The Study identifies a potential improvement related to this property specifically in the form of an interconnection between this property and the adjacent Modern Maturity Center to the west.

With the parking, she wants to highlight that specifically as one of the design standards that they are considering an alternative for this evening. Based on the regular parking requirement for apartment units, this project with a total of one hundred ninety-two (192) dwelling units would be required to have four hundred thirty-two (432) parking spaces. The applicant is seeking a reduction to that and would like to utilize a parking rate of 1.25 parking spaces per dwelling unit and that brings down their proposed requirement to two hundred fifty (250) parking spaces to serve the facility. There are handicap spaces that are identified on the site as well as bicycle parking spaces that would serve each of the buildings. The plan also provides information on sidewalk networks, dumpsters and lighting. The other specific waiver request for this project is related to elimination of the rear emergency access requirement for apartment buildings. In this case, the Planning Commission will make a recommendation that then has to be forwarded on to a City Council Committee and ultimately to City Council for final action. The emergency rear access requirement for a four story apartment building is that the rear fire lane be provided that is twenty-four (24) feet in width across the rear of the building. As you can see, the plan design does not account for that. The applicant is seeking the relief noting that the building does have fire protection requirements in the form of that

it's sprinklered. There are fire alarms in the building and there is fire lane coverage on the front and the side of the buildings. As mentioned before, this project also has an Active Recreation Plan. That plan was reviewed by the Parks Recreation and Community Enhancement Committee earlier this week. There was a specific report on the Active Recreation Plan that was provided to the Commissioners and that Committee. The Committee actually considered the project and then recommended that the Active Recreation Area Plan be approved subject to the Staff recommendations as provided in that report. With the Active Recreation Area Plan, they are looking to utilize three areas that currently exist on the property. One is a shuffleboard area that's in the northeast corner, the horseshoe area in the southwest corner and then the walking path network that exists around the stormwater management pond. With all of this, they are still actually deficit in the amount of active recreation area that is to be provided due to the increase in number of residential units; the area is based on the number of units that you have. They have identified that in order to solve that deficient that they would be looking to consider utilization of the cash in lieu payment process to satisfy that.

The plan does identify the series of tree plantings that would be required and there are also some other landscape plantings related to compliance with the Corridor Overlay Zone provisions. Their recommendation report does include the plan item elements that need to be clarified. There are a number of Staff recommendations beginning on page 10 of the DAC Report. Staff has provided recommendations in regard to the waiver requests in regards to the alternative design standards that they are requesting and the reduction in parking. While they find that those requests fit the character and the conditions for parking that appear to be occurring at the project site, they also are recommending approval of the elimination of the rear emergency access requirement. Recommendation 3 outlines the notes regarding the Route 8 Study that deals with interconnections and actually the provisions with the *Zoning Ordinance* that recommend for cross access provisions as well. They do note that there is an existing pedestrian and a golf cart pathway at this linkage between this Doveview property and the Modern Maturity Center property. It is actually located within an existing cross access easement that has been recorded but they do have to note that the Study recommended a design of something much greater than that to accommodate vehicular access as well to address traffic circulation in the whole Route 8 Corridor. They do note in the Report that both the applicants and the Modern Maturity Center do oppose the provisions to upgrade that interconnection to vehicular access. There's actually some letters that have been received in that regard. Of note on previous action that the Planning Commission has taken in regards to this matter, in 2011 as part of the consideration of the rezoning of this property when it was being rezoned to RG-5 (General Residence Zone for Mid-Rise Apartments) the Planning Commission voted to remove the requirement for vehicular access but retain the requirement that there should be pedestrian and golf cart access between these two properties. Staff's fourth recommendation deals with the placement of mechanical equipment. The balance of the DAC Report includes comments that are provided by the City's Public Works Office, the Electric Department, the Fire Marshal's Office, DelDOT regarding to road access, the Kent Conservation District and the Dover Kent County MPO.

Mr. Tolbert questioned if the applicant agreed with the overview and if they had any comments or statements to make at this time regarding the application? Responding to Mr. Tolbert, Ms. Monika Sloan stated that they were pretty much in agreement with everything. They did send a letter earlier this week to the Parks Recreation and Community Enhancement Committee requesting for the fee

in lieu of (Active Recreation Area) because as you can see on the colored plans, there is a little bit of green area left that they might be able to squeeze in some active space but it's always nice to have open grass areas on the site. The other thing she wants to address is traffic; she is in the process of setting up a meeting with DelDOT. When this plan came in originally there were four (4) buildings and the site was designed for four (4) buildings. Two (2) of the buildings were constructed, the economy tanked and the bank ended up buying the site. It was then purchased by Doveview Investors and when they went to go finish construction on the site, the bank said that they did not think it was feasible to have an over fifty-five (55) community. The site was redesigned at that time to just do three (3) buildings and that's why that extra parking lot is there; that was to provide all of the parking spaces required for three (3) buildings. Now they are coming back with the fourth building because it is an over fifty-five (55) community, the site is fully leased and there is a waiting list on the apartments. The reason they have requested the waivers to reduce the parking and things like that are to add that fourth building. They have done parking counts on the site. There are one hundred thirty-one (131) cars registered to the apartments. There are one hundred forty-four (144) apartments and at the busiest time, the most cars in the parking lot at one time were one hundred thirty-three (133) cars. They are proposing to provide two hundred fifty (250) parking spaces. The only other thing that has come up and continues to come up is the cross-over. What she has heard from what Mrs. Melson-Williams just said that has been addressed; everybody does not want vehicular traffic going through there. There are people here from the Modern Maturity Center; there are petitions that were signed by the residents and they are all in opposition to that because of the safety. They are afraid that it will become a cut through.

Mrs. Townshend stated that they would want the Planning Commission to specifically address that issue in the motion just to make that clear because we have the Corridor Overlay Zone and the Route 8 Study that specifically recommend it but you also have obviously both property owners with serious concerns about it and the pedestrian safety that would be associated with that. They have been doing site visits and parking counts and people are walking all over the place. Not everybody walks on the sidewalk. A lot of people have dogs and you will find them walking down the street through the parking areas or on the sidewalks crossing the lot. They are just really afraid that if that vehicular access was constructed that it would be a safety hazard to everyone. Density was brought up; Mrs. Melson-Williams gave her some information on a couple other developments in the area. They are proposing 28.5; Luther Towers has 32.5 and Luther Village has 15.6 so they are right in that ball park.

Mr. Holt questioned the customer owned secondary conductors and transformers; some kind of house mirror socket that would be lever-operated by pass?

Mrs. Townshend questioned which page this comment was on? Responding to Mrs. Townshend, Mr. Holt stated that it was in the Electric Department comments, page 4 of 5.

Mrs. Townshend stated that it's a technical comment related to the construction. Responding to Mrs. Townshend, Mr. Holt stated that it's some kind of all house meter sockets that would be operated by by-pass. He didn't know if the residents would do that.

Mrs. Townshend stated that Mr. Mark Prata could address that on behalf of the applicant.

Mr. Prata stated that related to the three (3) buildings that were already built, the City of Dover sets a transformer. It is the contractor's responsibility to pick the electric up at the transformer and run it to where the electric meters are located on the building. Each electric meter has to have its own disconnect switch that can be locked out for whatever reason.

Mr. Cregar stated regarding the vehicular cross access, what Staff is really asking for the Commission to do if they are in agreement with no cross access to re-affirm the Planning Commission's actions from 2011? Responding to Mr. Cregar, Mrs. Townshend stated yes.

Mr. Tolbert opened a public hearing.

Ms. Carolyn Fredericks – Modern Maturity Center 1121 Forrest Avenue Dover, DE 19901
Ms. Fredericks stated that she is the Executive Director for the Modern Maturity Center. She did receive notice of this meeting tonight. She is here to speak on behalf of The Grande apartments. She favors the additional construction because it is the fastest growing segment of our population and they have a waiting list and they are all waiting to come over to the Modern Maturity Center. However, she is here to speak against a vehicular access. Have you have been in the Modern Maturity Center's parking lot? Can you imagine people driving through our parking lot now? If they connected the access there and the people would come right across, they would be going the wrong way, and they would be meeting on-coming traffic because the traffic behind the building goes the opposite direction. If they diverted to the left and went in front of the building that is where the buses drop off all of their clients and it is also the bus route for DART so there is a lot of heavy traffic already there. It is a major safety concern; people do walk their dogs from next door in their parking lot but there is a lot of pedestrian traffic and it would be unsafe. She is asking that the Commission re-affirm their previous decision to not connect for any vehicle traffic. They have a walking path there which is wide enough for a golf cart to get through to bring people back and forth.

Mrs. Melson-Williams stated that they did receive a letter dated December 10, 2015 from the Modern Maturity Center signed by Ms. Fredericks and it reflects what she just shared with the Commission and it was provided to the Commission members on their desks this evening. Also on their desks is a copy of a petition that was received titled *The Grande Apartments Pedestrian Walkway to Modern Maturity Center* and it states: "We the below listed residents of The Grande Apartments in Dover do hear by register our opposition to the proposed conversion of the existing pedestrian walkway between The Grande and the Modern Maturity Center to a roadway for vehicles. We strongly believe that the vehicle traffic created by this roadway will be a tremendous threat to our safety." There are four pages of signatures. Staff did not do any kind of double checking for proof of residency but the listing includes a printed name, a signature and then an apartment number. There are a total of one hundred twenty-seven (127) signatures on that document.

Mr. Tolbert closed the public hearing.

Mr. Cregar moved to approve C-15-04 The Grande, Building 4: Planned Neighborhood Design – Senior Citizen Housing Option and to include the waivers for the minimum lot area, building spacing, building height and stories count and lot coverage; these Alternative Design Standards as

the Planning Staff has already indicated in their report allows for the expansion of an existing apartment complex in this urban setting and also a needed housing type within this area. Also, to include a waiver for parking to allow a minimum of 1.25 parking spaces (per dwelling unit); they did a parking study which supports this reduction. Also, recommending to City Council for the elimination of the emergency rear access because the building will be sprinklered and will meet the Fire Protection Code. Also, supporting the Recreation Plan and fee in lieu of Active Recreation Area. And to re-affirm that the Planning Commission does not want vehicular access between the Modern Maturity Center and The Grande, that they will leave it pedestrian and gold cart access, seconded by Colonel Welsh and the motion was unanimously carried 6-0 by roll call vote with Mr. Holden, Dr. Jones and Mr. Ambruso absent. Mr. Cregar voting yes, for all the reasons stated. Colonel Welsh voting yes, for all of the reasons previously stated and the fact that it's a common sense continuation of the project. It's been a godsend, he appreciates all of the hard work put into it and it's a great addition to the community. Mr. Holt voting yes, for all of the reasons stated by Mr. Cregar and it's definitely needed in the area. Mr. Baldwin voting yes, based on the comments stated in the motion. Ms. Still voting yes, in concurrence with all of the reasons stated in the motion. Mr. Tolbert voting yes, for all of the reasons stated in the motion and during the public hearing. We certainly have a need for senior citizen housing.

Minutes Prepared by: Kristen Mullaney, Secretary

ACTION FORM

PROCEEDING: Legislative, Finance and Administration Committee	**AGENDA ITEM NO.:**
DEPARTMENT OF ORIGIN: Public Works	**DATE SUBMITTED**: 1/15/16
PREPARED BY: Sharon Duca, P.E., Public Works Director / City Engineer	
SUBJECT: Persimmon Park Place Drainage Project	
REFERENCE: N/A	
RELATED PROJECT: N/A	
APPROVALS: City Manager, Controller	
EXHIBITS: Attachment A – 21st Century Fund Agreement, Attachment B – Community Transportation Fund (CTF) Agreement, Attachment C – URS Persimmon Park Place Drainage Engineering Proposal	
EXPENDITURE REQUIRED: $27,250	**AMOUNT BUDGETED**: $0
FUNDING SOURCE (Dept./Page in CIP & Budget): Delaware Department of Natural Resources (DNREC), Division of Watershed Stewardship, Delaware Department of Transportation (DelDOT) CTF Agreement	
TIME TABLE: Authorization to consultant will occur within thirty (30) days of executed agreements	
RECOMMENDED ACTION: Authorize staff to execute the two (2) agreements to fully fund the Persimmon Park Place Drainage Project. No City of Dover money will be used to pay for the design phase of this project.	

BACKGROUND AND ANALYSIS

Following an initial evaluation of Persimmon Park Place drainage issues in March of 2015, it was found that the entire community does not have adequate infrastructure to convey stormwater from the subdivision. A specific area of drainage concerns exists in the southern portion of the development, which is categorized as wetlands. These drainage issues directly impact the rear lots of the properties as the conveyance system runs north toward Persimmon Tree Lane.

City staff met with DNREC personnel, along with state representatives to discuss the findings on May 14, 2015. Following the meeting, DNREC staff stated that further design work can be initiated through the 21st Century Fund, which would cover ninety-percent (90%) of the design cost. State representatives agreed to fund the remaining ten-percent (10%) through Community Transportation Funds. This design costs will be totally covered by non-City funds.

The deliverables for this design will include a preliminary drainage plan, final drainage plan and creation of bid documents.

Attachment A

PROJECT AGREEMENT

PERSIMMON PARK PLACE
CITY OF DOVER

K-2016-007

TWENTY-FIRST CENTURY FUND
RESOURCE CONSERVATION AND DEVELOPMENT PROJECT
(FY16)
KENT COUNTY, DELAWARE

THIS GRANT AGREEMENT ("Agreement") is made as of _____, 20___ ("Effective Date") by and between The State of Delaware, Delaware Department of Natural Resources, **Division of Watershed Stewardship** ("Grantor"), and **City of Dover** ("Grantee").

W I T N E S S E T H :

WHEREAS; Senate substitute #1 for Senate Bill 160 of the 148th General Assembly, appropriated funds from the Twenty-First Century Fund for Resource Conservation and Development Projects dedicated to improve the health of communities by addressing a variety of State-wide watershed and drainage issues consistent with the policies of the Cabinet Committee on State Planning Issues; and

WHEREAS, said appropriations provide funds for projects located in Kent County; and

WHEREAS, Senate substitute #1 for Senate Bill 160, Section 94 of the 148th General Assembly requires that monies appropriated from the Twenty-First Century Fund have a funding match of at least 10%; and

WHEREAS, Resource Conservation and Development Projects have been approved by the Joint Legislative Committee on the Capital Improvements Program; and

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. It is mutually agreed that the **Persimmon Park Place Drainage Project** ("Project") shall be designed at an estimated cost of $27,250.00.

2. It is mutually agreed that the Project will utilize Twenty-First Century Funds and non Twenty-First Century Funds as shown in the table below:

Attachment A

Project Name	Funds Provided by Resource, Conservation & Development 21st Century Fund	Funds Provided by Grantee	Description
Persimmon Park Place Drainage Project	FY16 $24,525.00	$2,725.00	Design and bid the Persimmon Park Place Drainage Project.

3. Obligation(s) of Grantee.

(a) Grantee shall use the Grant Funds to carry out the Project described in the Attachments hereto as Appendix A: URS – Persimmon Park Place Proposal, URS Engineering Services Contract #14-0029PW. The aforementioned document is specifically incorporated into this Agreement and made a part hereof.

(b) Upon incurring eligible expenses, Grantee shall submit to Grantor an Invoice describing the work completed, date of work completed, current invoice amount, amount spent to date and remaining funding balance. Invoice shall clearly note the project name and purchase order number in the "Bill to" section.

(c) Grantee shall appoint a "Project Manager" or "Contact Person" who will oversee the completion of the Project and serve as a person of contact for Grantee in communications with Grantor. Grantee will notify Grantor of changes to the "Project Manager" or "Contact Person" within a reasonable time not to exceed thirty (30) days.

(d) Grantee shall undertake to conduct and complete the Project in a professional and competent manner. Grantee shall take reasonable efforts to assure that the Project is in conformance with all pertinent federal, state, and local statues, codes, ordinances, resolutions and other applicable regulations. Grantee shall solely bear the costs of permits and other relevant costs required in the performance of the Project.

(e) Grantee shall supply to Grantor documentation of the funds provided by the Grantee for the completion of this Project. The Grantee shall keep accurate records of the expenditure of all funds related to this Project.

(f) Grantee shall provide the required matching funds in the amount of two thousand and seven hundred fifty dollars ($2,750.00) toward the cost of development of the project as described in Appendix A.

(g) Grantee shall keep accurate records of the expenditures of the grant funds. Appropriate internal control procedures should be established by the Grantee.

(h) Grantee request for reimbursement of eligible expenses may be made as the work progresses, but not more frequently than one reimbursement request per month.

(i) All documentation supporting the claim for reimbursement must be kept readily available for examination by the State. The financial records, including all

documents to support entries on the accounting records and to substantiate charges for each project, shall be included as part of the required documentation. All such records shall be retained and available for inspection for a period of three years after final payment.

(j) Upon completion of the project, Grantee shall provide to Grantor all final construction documents and associated electronic files.

4. Obligations of Grantor; Disbursement & Limitation of Grant Funds.

(a) Grantor shall serve as administrator of the Grant Funds under this Agreement. Grantor shall furnish Grant Funds to Grantee on a reimbursable basis. Upon incurring eligible expenses, Grantee shall submit an Invoice to Grantor for payment.

(b) Grantor shall reimburse Grantee within thirty (30) days of receipt of Invoice. If Grantor disputes a portion of the Invoice, Grantor agrees to pay the undisputed portion of the Invoice within thirty (30) days of receipt and to provide Grantee a detailed statement of Grantor's position on the disputed portion of the Invoice within thirty (30) days of receipt.

(c) Grantor shall not be obligated to reimburse Project costs incurred by Grantee on a date before a Purchase Order allocating the Grant Funds has been approved by the Delaware Department of Finance. Grantor shall notify Grantee within a reasonable time not to exceed fourteen (14) days of when the Purchase Order has been approved. Grantee shall be solely responsible for all costs and expenses incurred before a Purchase Order allocating the Grant Funds is approved. Grantor's total liability that may become due under this Agreement is limited to the total maximum expenditure(s) authorized in Grantor's Purchase Order.

(d) Grantor's obligation to reimburse Grantee will not exceed the total amount of Grant Funds ($24,525.00) awarded to Grantee from the Resource, Conservation & Development 21st Century Fund and authorized in the Purchase Order. Grantee is solely responsible for any and all costs or expenses incurred in excess of the Grant Funds awarded. Grantor is in no way liable for any such excess costs, fees or expenses.

(e) Grantee shall submit its Final Invoice within Sixty (60) days of completing the Project. Any awarded Grant Funds remaining after Grantor has made its final reimbursement to Grantee shall be returned to the Resource, Conservation & Development 21st Century Fund.

(f) Grantor reserves the right to withhold disbursement of Grant Funds if Grantor determines, in its sole discretion, that Grantee' performance or completion of the Project is in violation of any federal, state, or local law or rule; or creates a risk to the public health, safety or environment.

(g) Grantor is a sovereign entity, and shall not be liable for the payment of federal, state and local sales, use and excise taxes, including any interest and penalties from any

related deficiency, which may become due and payable as a consequence of this Agreement.

5. Term. This Agreement shall commence upon the execution of this Agreement by the parties, including the issuance of a Purchase Order allocating the Grant Funds, and shall continue until Grantor provides Grantee its final disbursement of Grant Funds due on Grantee's Final Reimbursement Request Form; or for One (1) year from the Execution Date, whichever occurs first. The parties may agree, by writing, to extend this Agreement for a mutually agreeable term to be specified in the writing.

6. Independent Status. It is understood that Grantee is an independent entity, and is not an agent or employee of Grantor. Grantee shall complete the Project in its own manner and method. Grantee shall be solely responsible for, and shall indemnify, defend and save Grantor harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

7. Modifications. Grantee shall provide written notice to Grantor within a reasonable time not to exceed Thirty (30) days of planned changes or modifications which impact the scope, purpose, objectives, or nature of the Project for which the Grant Funds were awarded. If Grantor determines that the changes or modifications are of such significance as to no longer qualify the Project for Grant Funds, Grantor may terminate this Agreement in its discretion.

8. Assignment. Any attempt by Grantee to assign or otherwise transfer any interest in this Agreement without the prior written consent of Grantor shall be void.

9. Termination.

   (a) Grantor may, by written notice to Grantee, terminate this Agreement if it is found that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Grantee or any agent or representative of Grantee to any officer or employee of the State of Delaware or Grantor with a view toward securing a contract or securing favorable treatment with respect to the awarding of Grant Funds or making of any determinations with respect to the performance of this Agreement.

   (b) If sufficient funds are not appropriated by the Delaware General Assembly, or other appropriate federal or state agency, to sustain in whole or in part Grantor's performance under this Agreement; or if such appropriation is reduced such that the amount of the appropriation is insufficient to sustain said performance; this Agreement shall be null and void at the insistence of Grantor. Funds cannot be recalled or otherwise taken back once disbursed to Grantee.

   (c) Grantee acknowledges that Grantor has an obligation to ensure that public funds are not used to subsidize private discrimination. Grantee recognizes that if it refuses to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status,

Grantor may declare Grantee in breach of this Agreement, terminate this Agreement, and designate Grantee as non-responsible.

(d) Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, Grantor shall have the right to terminate this Agreement.

10. Indemnification. Grantee shall indemnify and hold harmless Grantor, the State of Delaware, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) directly arising out of (A) the negligence or other wrongful conduct of Grantee, its agents or employees, or (B) Grantee's breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided as to (A) or (B) that (i) Grantee shall have been notified promptly in writing by Grantor of any notice of such claim; and (ii) Grantee shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.

11. Insurance.

(a) Grantee shall maintain the following insurance during the term of this Agreement or any extension thereto:

1. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law, and

2. Comprehensive General Liability - $1,000,000.00 per occurrence/$3,000,000 general aggregate, and

3. Medical/Professional Liability - $1,000,000.00 per occurrence/$3,000,000 general aggregate; or

4. Miscellaneous Errors and Omissions - $1,000,000.00 per occurrence/$3,000,000 general aggregate, or

5. Product Liability - $1,000,000.00 per occurrence/$3,000,000 general aggregate, and

6. If required to transport state employees, Automotive Liability Insurance covering all automotive units used in the work with limits of not less than $100,000 each person and $300,000 each accident as to bodily injury and $25,000 as to property damage to others.

(b) Grantee shall provide Forty-Five (45) days written notice of cancellation or material change of any policies.

(c) Before any activity in furtherance of this Agreement is undertaken by Grantee, the Certificate of Insurance and/or copies of the insurance policies, referencing the

Agreement Number stated herein, shall be filed with the State. The certificate holder is as follows: DNREC, Division of Watershed Stewardship.

(d) In no event shall the State of Delaware be named as an additional insured on any policy required under this Agreement.

12. Notices. All notices, reports or other written communication required or permitted herein shall be given in writing to the addresses set forth below:

If to Grantor:

DNREC Drainage Program
Attn: Lara Jennings
21309 Berlin Rd, Unit 6
Georgetown, DE 19947
Phone: 302-855-1930

If to Grantee:

City of Dover Department of Public Works
Attn: Jason Lyons
P.O. Box 475
Dover, DE 19903

13. Force Majeure. Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control.

14. Entire Agreement; No Oral Modification. This Agreement constitutes the entire agreement pertaining to the subject matter hereof between Grantor and Grantee. Neither this Agreement nor any Appendix may be modified or amended except by the mutual written agreement of the parties. The provisions of this Agreement supersede all prior oral and written applications, quotations, communications, agreements and understandings of the parties with respect to the subject matter of this Agreement. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, except where Federal Law has precedence. Grantee consents to jurisdiction and venue in the State of Delaware.

16. Severability. If any term or provision of this Agreement shall be held illegal, invalid or unenforceable by a Court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement. Such term or provision held invalid shall be deemed modified to the extent necessary in the Court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

17. Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and shall not be construed to define, limit or prescribe the scope or intent of this Agreement or any part thereof.

18. Surviving Clauses. The following clauses survive the termination of this Agreement: Section 5 "Indemnification;" Section 10 "Governing Law."

19. Miscellaneous Provisions.

    (a) The rights and remedies of Grantor provided for in this Agreement are in addition to any other rights and remedies provided by law. Grantor and the State of Delaware do not waive its sovereign immunity by entering into this contract and fully retain all immunities and defenses provided by law with regard to any action based on this Agreement.

    (b) Grantee will not use the State of Delaware's name or the Great Seal of the State of Delaware, either expressly or impliedly, in any of its advertising or soliciting materials without the State of Delaware's express written consent.

    (c) Grantee certifies that the information reported herein is true, accurate and complete to the best of Grantee's knowledge based upon reasonable diligence of individuals with material knowledge of the Project. Grantee understands that these representations are made in support of claims for government funds.

[This section left intentionally blank, signatures follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

GRANTOR
STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES
AND ENVIRONMENTAL CONTROL

_____

Witness:_____ Name:_____

Title:_____

Date:_____ Date:_____

GRANTEE
CITY OF DOVER

_____

Witness:_____ Name:_____

Title:_____

Date:_____ Date:_____

AGREEMENT

MISCELLANEOUS TRANSPORTATION PROJECTS

CITY OF DOVER

KENT COUNTY

This **AGREEMENT** made this _____ day of _____ 2016 by and between the state of Delaware, Department of Transportation, acting by and through the Community Transportation Fund (CTF) Coordinator, (hereinafter referred to as **"DelDOT"**), as party of the first part, and the City of Dover, acting by and through Scott D. Koenig, City Manager (hereinafter referred to as "**CITY**"), as party of the second part.

WITNESSETH:

WHEREAS, DelDOT's Annual Capital Improvement Program as approved in the FY16 Bond Bill, provides funding in the amount of Two Thousand Seven Hundred Twenty Five Dollars ($2,725) for the following Drainage Study Project:

1.	$2,725	City of Dover-21st-Persimmon Park Place - Multiple Streets - See Comments From Multiple Streets - See Comments To Multiple Streets - See Comments (Carson, Bushweller)

WHEREAS, the purpose of these monies is to provide for improvements to transportation related projects dedicated to public use in the **CITY**, and

WHEREAS, these improvements fall within the jurisdictional provinces of **CITY** rather than the DelDOT,

Now therefore, **DelDOT** and **CITY**, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, agree as follows:

SECTION I

CITY shall be fully responsible for complying with all relevant state, federal and local laws, for example Americans with Disability Act compliance and federal requirements in relation to railroad crossings.

SECTION II

CITY agrees to the following terms:

A. **DelDOT** is not responsible for the maintenance of the improvements which are the subject of this agreement.

B. These funds will only be expended for the projects previously noted in this agreement. Any changes to the scope of work, location or cost of the project will require an amendment to the agreement.

C. **CITY** will comply with their **CITY** charter or ordinances regarding advertising and awarding contracts. If there are no such provisions, **CITY** will comply with state procurement laws for these projects. Prevailing wage rates under 29 Del.C. Section 6960 must be used unless the project is funded 100% with Community Transportation Fund or funded 100% with Municipal Street Aid funds. See 29 Del. *C.* § 6960(m).

D. **DelDOT** will forward the fully executed agreement once **DelDOT** has established a purchase order. Receipt of the fully executed agreement will act as Notice to Proceed. The balance of the project's funding will be transferred to the **CITY** once **DelDOT** has received sufficient documentation to support payment. **CITY** shall bill **DelDOT** on a regular schedule.

E. **CITY** will maintain accurate records of the expenditure of these funds by separate fiscal years and will advise **DelDOT** in writing when the project(s) is completed and return any unused funds to **DelDOT** within 90 days of completion of project (s). All records pertaining to the projects listed in this agreement must be kept until a final audit has been performed.

F. **DelDOT** may audit expenditures subject to this agreement.

DelDOT and the **CITY** agree that this agreement is the entire and complete Agreement between the parties and that no alterations, modifications or amendments of

this Agreement shall be made or deemed valid unless approved in writing and signed by both parties.

IN WITNESS THEREOF, the parties hereunto have caused this Agreement to be executed in quadruplicate, the day and year first above written. This agreement may be executed in counterparts, each of which shall be an original, and such counterparts shall be construed together as one instrument.

DEPARTMENT OF TRANSPORTATION

Approved as to form:

Deputy Attorney General

By:

Brian T. Urbanek
CTF Coordinator

CITY OF DOVER

Approved as to form:

City Solicitor

By:

Scott D. Koenig
City Manager

URS

June 11, 2015

Mr. Jason A. Lyon, PE
City of Dover Department of Public Works
P.O. Box 475
Dover, DE 19903

Re: Persimmon Park Place Drainage
Engineering Services Contract (14-0029PW)

Dear Mr. Lyon:

URS Corporation is pleased to submit this proposal to the Dover Department of Public Works (Department) for professional services related to drainage conditions in the Persimmon Park Place residential development.

I. BACKGROUND

URS completed a drainage evaluation of the referenced development in March 2015 and presented its findings at a meeting on May 14, 2015. The meeting was attended by Senator Bushweller, Representative Carson, legislative staff members, Brooks Cahall from DNREC, and multiple personnel from the City of Dover. In summary, our evaluation found that the design of the drainage infrastructure (inlets and pipes) for the development did not adequately account for drainage that historically flowed from the wetlands area, located south of the community, northerly to open conveyances. Specifically, surface waters are negatively impacting lots along the southern side of Susan Court. The absence of conveyances results in ponding conditions and saturated soils in this area as water entering the properties has no clear path to exit.

Based on conversations during the May 14, 2015 meeting, the City has requested a proposal to implement one of the recommendations resulting from our evaluation; the extension of and / or additions to the existing drainage infrastructure to provide additional conveyances.

II. SCOPE OF SERVICES TO BE PROVIDED

Based on the above background, we will perform the following services:

1. **Surveying.**

   a. We will survey the existing storm sewer system generally running between Susan Place / Karen Place in Persimmon Park Place, and Maureen Place / Kirk Drive in the adjacent Wild Meadows development. This will include obtaining tops and inverts of the outfall, inlets, and/or manholes, as well as pipe sizes and materials. Though not intended to be an asset management inventory, we will note any readily visible defects.

   b. We will survey the existing open channel from the outfall of the system described above to and including the culvert under Persimmon Tree Lane. We estimate the length of the channel to be about 500 feet and will survey cross sections every 100 feet or so and at noticeable changes in direction or slope (five or six cross sections total). For the culvert, we will determine its inverts, size, and material.

   c. We will obtain spot elevations and finished floor elevations (if structures exist) on tax parcels 4-05-05818-01-37, 38, 39 and 40 on Susan Place, as well as portions immediately adjacent to these parcels on the larger tax parcel 4-05-05800-02-0801 to the south. We will also obtain spot elevations on the Susan Place roadway in the vicinity of these tax parcels, and seek to identify high spots to aid in our hydrologic work (see Section 3 below).

   d. We will contact Miss Utility to aid in the identification of underground utilities prior to initiating our field work. Vertical elevations will be in NAVD 1988 vertical datum to coincide with the LiDAR contours obtained by us during the first phase of work.

URS Corporation
4051 Ogletown Road, Suite 300
Newark, DE 19713
Tel: 302-781-5900
Fax: 302-781-5901

2. **Wetlands delineation.** It is our understanding that a delineation of this area performed many years ago confirmed the presence of wetlands, but the study's age necessitates an update. Therefore, we will conduct a field-based delineation on the four residential parcels identified above, as well as portions immediately adjacent to these parcels on the larger tax parcel. Prior to the field survey, we will perform a desktop evaluation using existing data resources, such as the State of Delaware wetland maps, National Wetlands Inventory Maps, hydric soils lists, and NRCS/County Soil Surveys. The field delineation will be conducted in accordance with the procedures outlined in the following:

   a. 1987 Corps of Engineers Wetland Delineation Manual

   b. 2010 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region (Version 2.0)

   The delineation will include identification of wetland type; a preliminary assessment of suitability for work space and equipment access; and information on vegetation, soils, hydrology, drainage, and topography. Each wetland boundary will be identified with a unique delineation code. Approximate flag locations and beginning and ending flag numbers for each wetland will be sketched on field mapping, along with an indication if the boundary continues off the area of interest. Coordinates of delineation boundary points / flags will be provided. Flagging will not be left in the field due to the parcels being on private properties.

   We will prepare a summary memorandum of findings that will include a table of wetland types, locations, regulatory considerations, and the potential for wetland impacts based on proposed work. The memorandum will include figures, field data forms, and photographs of the wetlands and waterways as attachments. Though permitting is not anticipated in this scope of services (see Section IV), the memorandum will be suitable for submittal to regulatory agencies if necessary.

3. **Hydrologic and Hydraulic Assessment.** Using the LiDAR topography coupled with aerial photographs and soils mapping, we will delineate sub-watersheds associated with inlets and compute runoff rates and volumes for the 10-year event.

   Using the survey data along with the hydrologic assessment as inputs, we will evaluate the capacity of the existing drainage system for the event specified above. The hydraulic grade line in each segment will be computed for the range of storm events. In consultation with the City, we will determine which frequency storm event should be passed and thus assess if a pipe is under, at, or over capacity. For segments that may be undersized, we will determine the size needed based on anticipated 10-year event flow rates.

4. **Preparation of Preliminary Plan.** We will identify what we believe to be the most cost-effective solution that will remedy the drainage situation described in Section I. We will prepare a Preliminary Plan depicting our recommendation.

5. **Preparation of Improvements Plan.** Once consensus is reached on the most appropriate approach, we will prepare plans of the improvements showing plan views and profiles, as well as erosion and sediment control measures and details as needed. These plans will be included in the bidding documents described below and will be furnished to the City in ACAD format.

6. **Preparation of Bidding Documents.** We will prepare administrative and technical specifications, including the standard bid form for the City's subsequent public bidding of the project. We will also prepare a construction cost estimate.

7. **Meetings and Project Coordination.** We will meet with State or City elected officials and / or staff members as well as residents to explain the project scope and answer questions. This proposal assumes no more than three such meetings. We recommend one of these meetings to occur at the completion of the Preliminary Plan and before we begin work on the final design.

III. DEPARTMENT OF PUBLIC WORKS INFORMATION AND ASSISTANCE

URS requests that the following information and assistance be provided by the Department for completion of the Scope of Services:

- Information regarding the outfall and downstream conveyances obtained by the City as a result of the May 14, 2015 meeting.
- Plans regarding the potable water and sanitary sewer systems within Persimmon Park Place.
- Communications with the home owners' association and permission for our access to all lots described in Section II.1.a. for storm drain system surveying.
- Communications with the lot owners and permission for our access to all lots noted in Section II.1.b. for topographic surveying and wetland delineation.

IV. SERVICES NOT INCLUDED

The following services are not included in this proposal; however these tasks can be performed for an additional fee, if desired:

- Topographic survey other than on the lots identified in Section II.1.b. We will rely on LiDAR information obtained during the first phase of work to delineate drainage areas.
- Permitting services. This proposal assumes that any wetlands will be avoided and permits therefore will not be needed. A Jurisdictional Determination (JD) (USACE) application is not included in this proposal.
- Soils or geotechnical testing or evaluations such as soil characterization and groundwater levels.
- Meetings and / or public hearings beyond those noted as included above.
- Any other services not specifically included in Section II above.

V. SCHEDULE

We will initiate services described in Section II immediately upon receipt of written authorization to proceed, and estimate eight weeks for preparation of the Preliminary Plan. Once authorized to proceed to preparation of final plans and bidding documents, we estimate an additional four weeks will be needed.

VI. FEE AND CONTRACT CONDITIONS

Our time and materials fee for the completion of the scope of services is $27,250. This fee will not be exceeded without written authorization from the Department of Public Works. The project will be billed on monthly basis in accordance with our Contract Rates. This proposal is subject to the conditions stated in Agreement for Engineering Services and Project Management for Water and Wastewater Utilities, 14-0029PW between the City of Dover and URS dated September 5, 2014.

If you have any questions or need additional information, please do not hesitate to contact us. Thank you for the opportunity to serve the Dover Department of Public Works.

Sincerely,

URS Corporation

David J. Athey, PE
Principal Water Resources Engineer

Brian N. Bolender, PE
Vice President

Approved by: _____ Date: _____

CITY OF DOVER

CITY OF DOVER PROPOSED ORDINANCE #2016-06

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

That Chapter 26 - Businesses, Article II - Licenses, Section 26-40 - License Issuance, Expiration and Form of the Dover Code be amended by deleting the text indicated in red strikeout and inserting the bold, blue text, as follows:

Sec. 26-40. - License issuance, expiration and form.

Upon proper application and payment of the prescribed fee, a license shall be issued to each such applicant, and shall be signed by the license officer~~, the city clerk, the fire marshal and the executive officer of the board of health~~. Each such license shall be valid and effective from ~~July~~ **August** 1 of each year or the date of issuance to ~~June 30~~ **July 31** of the following year. A record of all licenses issued and licensee fees paid shall be maintained at the city hall. Each such license shall be upon a form provided by the ~~clerk of the council~~ **department of planning and inspections**, which shall set forth the following information:

(1) The name and business address of the licensee;
(2) The trade, business or occupation for which the license is granted;
(3) The date of issuance of the license;
(4) The amount of the license fee paid to the city.

(Code 1968, § 18-20; Ord. of 3-12-1973, § 1(3)(b); Code 1981, § 11-9)

BE IT FURTHER ORDAINED:

That Chapter 26 - Businesses, Article II - Licenses, Section 26-42 - Penalty for Late Payment of License Fee of the Dover Code be amended by deleting the text indicated in red strikeout and inserting the bold, blue text, as follows:

Sec. 26-42. - Penalty for late payment of license fee.

In the event that the license fee set forth herein is not paid on or before ~~July~~ **August** 31 of each year, then the licensee shall incur a penalty fee as provided for in Appendix F-Fees and Fines until the same is paid.

(Ord. of 3-12-1973, § 1(9); Code 1981, § 11-11; Ord. of 2-23-1998; Ord. No. 2009-09, 6-22-2009)

ADOPTED: *

S:\ORDINANCES\2016\DRAFT\ORDINANCE #2016-06 CH 26-BUSINESS, ART II-LICENSES, SEC 26-40 LICENSE ISSUANCE\Ordinance #2016-06 CH 26, ART II, SEC 26-40 LICENSE ISSUANCE AND 26-42 PENALTY.wpd

Ssynopsis

The amendments would bring the license renewal process in line with the fiscal year end.

(SPONSORS: HOSFELT AND TOWNSHEND)

Actions History

01/26/2016 - Scheduled for Introduction at Council Committee of the Whole/Legislative, Finance, and Administration Committee meeting

Draft

CITY OF DOVER

Comprehensive Annual Financial Report

Fiscal Year Ended June 30, 2015

Financial Statements

- Government-wide Statement of Net Position (Page 5) – Includes all capital assets and liabilities. Does not include full-reporting of OPEB (Other Post Employment Benefits) liabilities as currently not required by GAAP (Generally Accepted Accounting Principles). Two columns are shown.
  - First column for governmental activities which includes General Fund, Governmental Capital Project Fund, All Special Revenue (Grant) Funds. Worker's Compensation Fund assets & liabilities are included.
  - Second column for business-type activities (Proprietary Funds). This column includes all activities related to the Water/Wastewater Utility and the Electric Utility.
- Government-wide Statement of Activities (Page 6) – All activities (financial transactions) are reported on a GAAP basis. First column for city-wide expenses by function/program, second column is adjustment for allocation of indirect expenses, next three columns for program revenues and grants, far right three columns represent net program income/(expense) by fund type.
- Governmental Fund Statements (Page 7, 8 & 9) – All General Fund and Grant Fund activities reported on a modified basis of accounting. No capital assets and no long-term liabilities. Considered, spendable resources within a year. Unassigned Fund Balance is adjusted for Unavailable revenue, prepaid items, and inventory.
- Statement of Net Position and Statement of Revenues, Expenses and Changes in Fund Net Position – Proprietary Funds (Pages 10 & 11) – All activities of the Water/Wastewater and Electric Funds.
- Statement of Net Position and Changes in Net Position – Fiduciary Funds – All activities of the Pension and OPEB Trust Funds as required by GAAP. Not included in the previous statements mentioned as they have been established as separate Trust for retirement benefits (CAFR Page 50).
- The audit opinion is based on these Financial Statements.

Deferred Outflows/Inflows of Resources

- Government Accounting Standards Board issued Statement 63 – Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources and Net Position
- Definitions –
  - Net Position – The residual of all other financial statement elements presented in a statement of financial position. (Previously, Net Assets)
  - Deferred Outflows of Resources – the item meets the definition of an outflow of resources, but relates to a future period. An example would be a grant provided to a grantee before the grantee has met the related time requirements.
  - Deferred Inflows of Resources – Governmental funds defer recognition of revenue until amounts are considered to be available to liquidate the liabilities for the current period. Therefore, any past due revenues from prior periods must be eliminated and reported as unavailable revenue.
  - Unearned Revenue – Resources that are received for a future period prior to meeting eligibility requirements. Examples are property taxes and business licenses received in June for the following fiscal year.

Schedules & Combining Statements

Schedules are budgetary reports prepared on a non-GAAP basis. For example, the City does not budget depreciation expense or compensated absence expense.

- The General Fund Budget to Actual report for June 30, 2015 is located in Required Supplementary Information section of the CAFR, which follows the Notes to the Financial Statements (pages 109 & 110). All other individual fund Budget to Actual Reports are located in the Supplementary Information section of the CAFR (pages 121 – 142). These schedules are not required and therefore not audited. We include these schedules and the auditor's do review them as they include budgets adopted by City Council.
- The Supplementary Information section also includes combining statements. These are financial statements that combines the individual fund statements. For example, the Special Revenue Combining Statement of Net Position. This statement combines all the grant funds and the total is reported in the audited Financial Statement Section – Part C of the CAFR under the column heading Total Non-major Funds or Other Governmental Funds.

City of Dover
Statement of Net Position
June 30, 2015

	Governmental Activities	Business-Type Activities	Total
Assets:			
Cash and Cash Equivalents	$ 2,296,918	$ 8,925,918	$ 11,222,836
Investments	7,769,543	17,338,406	25,107,949
Receivables, Net	1,319,553	6,857,672	8,177,225
Internal Balances	466,789	(466,789)	-
Due from Other Governments	190,345	-	190,345
Inventory, at Cost	131,956	4,951,292	5,083,248
Prepaid Items	63,001	150	63,151
Restricted Cash and Cash Equivalents	3,081,333	7,963,846	11,045,179
Restricted Investments	18,321	31,950,800	31,969,121
Net Pension Asset	1,042,117	-	1,042,117
Net OPEB Asset	-	3,481,908	3,481,908
Land and Construction in Progress	7,368,580	12,140,031	19,508,611
Capital Assets, Net of Depreciation	51,453,517	128,593,474	180,046,991
Total Assets	75,201,973	221,736,708	296,938,681
Deferred Outflows of Resources:			
Pension related deferred outflows	2,766,654	1,197,375	3,964,029
Liabilities:			
Accounts Payable and Accrued Liabilities	2,547,637	9,013,159	11,560,796
Unearned Revenue	1,060,796	356,236	1,417,032
Customer Deposits	-	2,067,817	2,067,817
Other	187,854	640,432	828,286
Non-Current Liabilities			
Due within One Year	1,642,435	3,421,365	5,063,800
Due in more than One Year	7,762,425	32,683,346	40,445,771
Due in more than One Year - OPEB	14,557,052	363,087	14,920,139
Due in more than One Year - Pension	24,271,046	7,197,187	31,468,233
Total Liabilities	52,029,245	55,742,629	107,771,874
Deferred Inflows of Resources:			
Pension related deferred inflows	1,845,130	141,869	1,986,999
Net Position:			
Net investment in capital assets	51,485,408	108,565,514	160,050,922
Restricted for:			
Capital Projects	57,798	36,751,850	36,809,648
Public Safety	253,225	-	253,225
Other Purposes	245,530	-	245,530
Unrestricted	(27,947,709)	21,732,221	(6,215,488)
Total Net Position	$ 24,094,252	$ 167,049,585	$ 191,143,837

The notes to financial statements are an integral part of this statement.

City of Dover
Statement of Activities
For the Year Ended June 30, 2015

Functions/Programs	Expenses	Indirect Expenses Allocation	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expense) Revenue and Changes in Net Position: Governmental Activities	Net (Expense) Revenue and Changes in Net Position: Business Type Activities	Net (Expense) Revenue and Changes in Net Position: Total
Governmental Activities								
General Government	$ 4,216,359	$ (841,404)	$ 2,116,233	$ -	$ -	$ (1,258,722)	$ -	$ (1,258,722)
Public Safety	21,336,042	-	4,558,200	963,121	-	(15,814,721)	-	(15,814,721)
Public Works	4,560,819	(712,417)	2,578,892	705,717	67,879	(495,914)	-	(495,914)
Library and Recreation	3,079,426	-	696,179	310,400	98,500	(1,974,347)	-	(1,974,347)
Community and Economic Development	620,994	(176,520)	-	319,698	-	(124,776)	-	(124,776)
Central Services	1,393,944	(950,872)	-	-	-	(443,072)	-	(443,072)
Financial Administration	3,387,209	(2,139,233)	-	-	-	(1,247,976)	-	(1,247,976)
Interest Charges	174,912	-	-	-	-	(174,912)	-	(174,912)
Total Governmental Activities	38,769,705	(4,820,446)	9,949,504	2,298,936	166,379	(21,534,440)	-	(21,534,440)
Business Type Activities								-
Water/Wastewater	9,981,318	1,341,640	14,875,806	-	1,516,932	-	5,069,780	5,069,780
Electric	64,083,271	3,478,806	79,802,674	-	-	-	12,240,597	12,240,597
Total Business Type Activities	74,064,589	4,820,446	94,678,480	-	1,516,932			
Total Primary Government	$ 112,834,294	$ -	$ 104,627,984	$ 2,298,936	$ 1,683,311	$ (21,534,440)	$ 17,310,377	$ (4,224,063)
General Revenues								
Taxes								
Property Taxes						11,176,763	-	11,176,763
Transfer Taxes						1,713,505	-	1,713,505
Earnings on Investments						92,479	544,624	637,103
Total General Revenues						12,982,747	544,624	13,527,371
Transfers						10,500,000	(10,500,000)	-
Total General Revenues and Transfers						23,482,747	(9,955,376)	13,527,371
Changes in Net Position						1,948,307	7,355,001	9,303,308
Net Position Beginning - as previously reported						44,207,967	173,893,702	218,101,669
Prior Period Adjustment - Net Pension Liability						(22,062,022)	(14,199,118)	(36,261,140)
Net Position Beginning - as restated						22,145,945	159,694,584	181,840,529
Net Position Ending						$ 24,094,252	$ 167,049,585	$ 191,143,837

The notes to financial statements are an integral part of this statement.

City of Dover
Governmental Fund Balance Sheet
June 30, 2015

	General Fund	Total Nonmajor Funds	Total Governmental Funds
Assets:			
Cash and Cash Equivalents	$ 2,176,523	$ -	$ 2,176,523
Restricted Cash and Cash Equivalents	2,537,252	544,081	3,081,333
Investments	6,381,997	-	6,381,997
Restricted Investments	18,321	-	18,321
Receivables, net			
Accounts	1,175,494	300	1,175,794
Taxes	130,759	-	130,759
Due from Other Funds	597,801	3,566	601,367
Due from Other Governments	-	190,345	190,345
Prepaid Items	49,070	181	49,251
Inventory, at Cost	131,956	-	131,956
Total Assets	$ 13,199,173	$ 738,473	$ 13,937,646
Liabilities:			
Accounts Payable	$ 2,081,997	$ 179,113	$ 2,261,110
Unearned Revenue	1,060,796	-	1,060,796
Due to Other Funds	4,246	130,332	134,578
Other	187,854	-	187,854
Total Liabilities	3,334,893	309,445	3,644,338
Deferred Inflows of Resources:			
Unavailable revenue	661,811	-	661,811
Total Deferred Inflows of Resources	661,811	-	661,811
Fund Balances:			
Non-Spendable	202,620	181	202,801
Restricted	127,706	428,847	556,553
Committed	1,041,130	-	1,041,130
Assigned	3,839,571	-	3,839,571
Unassigned	3,991,442	-	3,991,442
Total Fund Balances	9,202,469	429,028	9,631,497
Total Liabilities, Deferred Inflows and Fund Balances	$ 13,199,173	$ 738,473	$ 13,937,646

The notes to financial statements are an integral part of this statement.

Fund Balances (Note 7) – June 30, 2015

	General Fund	Other Governmental Funds	Total
Fund balances:			
Nonspendable:			
Inventory & Prepaids	$ 181,026	$ 181	$ 181,207
Patronage Stock	16,594	-	16,594
Library Endowment	5,000	-	5,000
Subtotal Nonspendable:	202,620	181	202,801
Restricted for:			
Library Endowment Interest	1,727	-	1,727
Verizon cable franchise	125,979	-	125,979
Highway resurfacing	-	57,798	57,798
ERLSP	-	100	100
Realty Transfer Tax	-	9	9
CDBG	-	77,081	77,081
Neighborhood Stabilization Program	-	10,209	10,209
Substance Abuse Prevention	-	98,181	98,181
Municiple Street Aid	-	135	135
Library Grants	-	30,390	30,390
Police Grants	-	154,944	154,944
Subtotal Restricted for:	127,706	428,847	556,553
Committed to:			
Contingency	720,334	-	720,334
Parkland	320,796	-	320,796
Subtotal Committed to:	1,041,130	-	1,041,130
Assigned to:			
Capital Assets	3,827,714	-	3,827,714
Police Investigations	11,857	-	11,857
Subtotal Assigned to:	3,839,571	-	3,839,571
Unassigned	3,991,442	-	3,991,442
Total fund balances	$ 9,202,469	$ 429,028	$ 9,631,497

City of Dover
Statement of Revenues, Expenditures and
Changes in Fund Balances of Governmental Funds
For the Year Ended June 30, 2015

	General Fund	Total Nonmajor Funds	Total Governmental Funds
Revenues			
Fines	$ 666,694	$ 495,182	$ 1,161,876
Library Revenue- General	68,056	-	68,056
Library Revenue County Reimbursement	412,767	-	412,767
Licenses and Permits	2,893,990	-	2,893,990
Sanitation Fees and Rebates	2,578,892	-	2,578,892
Recreation	-	66,038	66,038
Miscellaneous Services	1,650,153	-	1,650,153
Property Taxes	11,217,027	-	11,217,027
Transfer Taxes	-	1,713,505	1,713,505
Grants Received	790,427	1,698,812	2,489,239
Court of Chancery Fees	1,118,680	-	1,118,680
Investment Income	76,312	1,457	77,769
Total Revenues	21,472,998	3,974,994	25,447,992
Expenditures			
Current:			
General Government	1,425,786	-	1,425,786
Library Services	1,380,437	295,552	1,675,989
Public Safety and Law Enforcement	20,000,004	218,515	20,218,519
Public Works	1,516,786	191,872	1,708,658
Recreational Services	865,938	-	865,938
Streets and Sanitation Services	6,574,262	-	6,574,262
Engineering services	26,996	-	26,996
Financial Administration	979,112	-	979,112
Garage and Stores	419,597	-	419,597
Insurance	278,682	-	278,682
Retiree Health Care	1,636,500	-	1,636,500
Employee Pension	543,000	-	543,000
Community and Economic Development	119,788	324,686	444,474
Street Lights	775,197	-	775,197
Debt Service:			
Principal Retirement	848,069	-	848,069
Interest and Fiscal Charges	114,243	-	114,243
Bond Issuance Costs	60,668	-	60,668
Total Expenditures	37,565,065	1,030,625	38,595,690
Excess (deficiency) of Revenues over Expenditures	(16,092,067)	2,944,369	(13,147,698)
Other financing Sources (Uses)			
Proceeds from Sale of Bonds	4,135,000	-	4,135,000
Transfers in	13,500,366	-	13,500,366
Transfers out	-	(3,000,366)	(3,000,366)
Total other Financing Sources (Uses)	17,635,366	(3,000,366)	14,635,000
Net Change in Fund Balances	1,543,299	(55,997)	1,487,302
Fund Balances at Beginning of Year	7,659,170	485,025	8,144,195
Fund Balances at End of Year	$ 9,202,469	$ 429,028	$ 9,631,497

City of Dover
Statement of Net Position - Proprietary Funds
June 30, 2015

	Business-type Activities			Governmental Activities
	Water/ Wastewater Fund	Electric Revenue Fund	Total Enterprise Funds	Internal Service Fund
Assets				
Current Assets:				
Cash and Cash Equivalents	$ 6,713,838	$ 2,212,080	$ 8,925,918	$ 120,395
Investments	7,763,241	9,575,165	17,338,406	1,387,546
Receivables, Net	1,047,001	5,810,671	6,857,672	13,000
Due from Other Funds-Charges	96	584	680	-
Inventory	61,247	4,890,045	4,951,292	-
Prepaid Items	50	100	150	13,750
Total Current Assets	15,585,473	22,488,645	38,074,118	1,534,691
Non-Current Assets:				
Restricted Assets				
Cash	2,033,069	5,930,777	7,963,846	-
Investments	3,295,106	28,655,694	31,950,800	-
Net OPEB Asset	-	3,481,908	3,481,908	-
Land and Construction in Progress	8,317,866	3,822,165	12,140,031	-
Capital Assets, Net of Depreciation	46,518,295	82,075,179	128,593,474	-
Total Non-Current Assets	60,164,336	123,965,723	184,130,059	-
Total Assets	75,749,809	146,454,368	222,204,177	1,534,691
Deferred Outflows of Resources:				
Pension Related Deferred Outflows	234,488	962,887	1,197,375	-
Liabilities				
Current Liabilities:				
Accounts Payable and Accrued Expenses	4,945,792	4,067,367	9,013,159	286,527
Due to Other Funds - Charges	134,209	333,260	467,469	-
Deferred Revenue	-	356,236	356,236	-
Accrued Interest Payable	121,955	518,477	640,432	-
Customer Deposits	-	2,067,817	2,067,817	-
Revenue Bonds Payable	761,996	2,365,000	3,126,996	-
Liability for Compensated Absences	80,148	214,221	294,369	-
Total Current Liabilities	6,044,100	9,922,378	15,966,478	286,527
Non-Current Liabilities:				
Net OPEB Obligation	363,087	-	363,087	-
Net Pension Liability	2,065,204	5,131,983	7,197,187	-
Revenue Bonds Payable	12,888,791	19,315,000	32,203,791	-
Liability for Compensated Absences	104,398	375,157	479,555	-
Total Non-Current Liabilities	15,421,480	24,822,140	40,243,620	-
Total Liabilities	21,465,580	34,744,518	56,210,098	286,527
Deferred Inflows of Resources:				
Pension Related Deferred Inflows	27,783	114,086	141,869	-
	54,490,934	112,558,651	167,049,585	-
Net Position				
Net investment in capital assets	44,348,170	64,217,344	108,565,514	-
Restricted for Capital Construction	2,165,379	34,586,471	36,751,850	-
Unrestricted	7,977,385	13,754,836	21,732,221	1,248,164
Total Net Position	$ 54,490,934	$ 112,558,651	$ 167,049,585	$ 1,248,164

The notes to financial statements are an integral part of this statement.

City of Dover
Statement of Revenues, Expenses and
Changes in Fund Net Position - Proprietary Funds
For the Year Ended June 30, 2015

	Business-type Activities			Governmental Activities
	Water/ Wastewater Fund	Electric Revenue Fund	Total Enterprise Funds	Internal Service Fund
Operating Revenues				
Charges for Services	$ 13,409,541	$ 78,278,464	$ 91,688,005	$ -
Miscellaneous Services/Income	1,438,982	1,484,573	2,923,555	526,261
Total Operating Revenues	14,848,523	79,763,037	94,611,560	526,261
Operating Expenses				
Water/Wastewater Services	7,815,361	-	7,815,361	-
General Administrative	1,357,479	2,937,003	4,294,482	269,762
Power Supply	-	50,040,968	50,040,968	-
Transmission/Distribution	-	3,508,209	3,508,209	-
Engineering	-	1,364,077	1,364,077	-
Metering	-	346,943	346,943	-
Systems Operations	-	671,048	671,048	-
Utility Tax	-	1,266,872	1,266,872	-
Depreciation	1,811,207	4,863,653	6,674,860	-
Contractual Services	-	-	-	8,560
Taxes	-	-	-	34,966
Retirees Health Care	77,506	1,523,100	1,600,606	-
Self Insurance-Workers' Compensation	-	-	-	102,766
Total Operating Expenses	11,061,553	66,521,873	77,583,426	416,054
Operating Income/Loss	3,786,970	13,241,164	17,028,134	110,207
Non-Operating Revenues (Expenses)				
Interest Earned:				
Operating Funds	38,866	6,957	45,823	-
Reserve Funds	24,767	165,827	190,594	5,047
Net Decrease in Fair Value of Investments	71,428	236,779	308,207	9,663
Interest and Fiscal Charges	(261,405)	(1,040,204)	(1,301,609)	-
Gain on Sale of Assets	27,283	39,637	66,920	-
Total Non-Operating Revenue (expenses)	(99,061)	(591,004)	(690,065)	14,710
Income/Loss before Contributions and Transfers	3,687,909	12,650,160	16,338,069	124,917
Contractor Contributions - Infrastructure	1,516,932	-	1,516,932	-
Transfers Out	(500,000)	(10,000,000)	(10,500,000)	-
Total transfers	(500,000)	(10,000,000)	(10,500,000)	-
Change in Net Position	4,704,841	2,650,160	7,355,001	124,917
Total net position--beginning as previously reported	52,338,787	121,554,915	173,893,702	1,123,247
Prior period adjustment - Net Pension Liability	(2,552,694)	(11,646,424)	(14,199,118)	-
Total Net Position--Beginning as restated	49,786,093	109,908,491	159,694,584	1,123,247
Total Net Position--Ending	$ 54,490,934	$ 112,558,651	$ 167,049,585	$ 1,248,164

The notes to financial statements are an integral part of this statement.

Changes in Net Assets - FY15 as compared to FY14
Governmental Activities
June 30, 2015

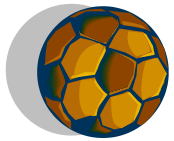


Governmental Activities (General Fund & Grant Funds)

- Governmental net position decreased by $20.1 million primarily a result of the accounting for the City's net pension liability as recorded in this fiscal year. In the past, the pension expense was the amount of the employer contribution. Current reporting provides a more comprehensive measure of pension expense which is more reflective of the amounts employees earned during the year.
- Total revenues of $25.4 million were less than the prior year by $0.9 million. The reduction in revenues is primarily due to a large decrease in receipts for Capital Grants for State highway resurfacing projects in the amount of $0.9 million. Other decreases were in charges for services for licenses and permits, library and recreation fees and public works, Community and Economic Development, CDBG and Library and Recreation programs. The aforementioned decreases were offset by increases in Operating Grants across the Public Safety, Public Works, Library and Recreation functions as well as increases in property tax and transfer taxes.
- Total expenses in the amount of $33.9 million reflect an overall decrease of $2.2 million from the prior year. Public works cost decreased by $2.7 million due to capitalizing the completed street and infrastructure for the Garrison Oak Technical Park. The indirect cost allocation to the enterprise funds decreased by $0.2 million which further reduced total expenses in the Governmental Activities.
- Other Post-Employment Benefits decreased by $1.4 million in the current year and is no longer reported as a separate line item; the expense is now spread across its respective functions. The aforementioned decreases were offset by an increase in Public safety cost of $2.1 million as a result of recording the net pension liability to this function.









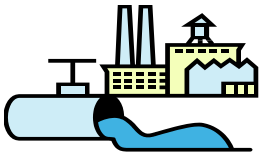
Changes in Net Assets
Business Type Activities
June 30, 2015



Business-Type Activities (Water/Wastewater & Electric)

- The business-type activities saw a positive change in net position of $7.3 million. Both the water/wastewater and electric utilities experienced an increase in charges for services of $1.6 million and $0.3 million respectively. Capital grants and contributions for the utilities increased by $1.1 million. Similarly the expense for both the water/wastewater and the electric utility both decreased which resulted in a combined net decrease of $7.0 million. Transfers out to the General Fund increased by $2.0 million due to a change in policy adopted by City Council.
- In the past, the pension expense was the amount of the employer contribution. Current reporting provides a more comprehensive measure of pension expense which is more reflective of the amounts employees earned during the year.
- The water/wastewater utility had a positive change in net position of $4.7 million. The utility experienced an increase in operating income of $1.6 million from the previous year. The increase in operating income was primarily due to an increase in water, sewer and ground water adjustment fees as well as, impact fees for both water and sewer. An increase in capital grants and contributions of $1.1 million was related to the dedication of infrastructure in new developments. The utilities operating expenses remained consistent at $11.1 million. Earnings on investments decreased $0.1 million.
- The electric utility realized a positive change in net position of $2.7 million. The revenues increased slightly by $0.3 million attributed to flat consumption, and no change to electric rates. Expenses in the Electric Fund decreased in total by $6.8 million. The decreases were attributed to the following: $7.2 million for power supply and generation costs and $0.3 million for Transmission/Distribution. These decreases were offset by increases of $0.5 million in general administration and $0.2 million in depreciation.





General Fund Budget Highlights – Fiscal Year 2015

- The Final General Fund Budget incorporated the following changes to the Original Budget. The Budget Balance carried forward from the prior fiscal year was higher by $1.0 million than was projected. Receipts had a net increase of approximately $0.9 million. The most significant increases were attributed to intrafund service receipts related to the accounting change for pensions, transfer taxes, Court of Chancery fees, and building permits. The most significant reductions of revenue were Police extra duty fees and civil traffic penalties.
- Expenditures were revised to reflect an aggregate increase of $1.3 million. Increased employer contributions to the Police and Employee Pension funds, an increase in Debt Service expense and appropriations to the Contingency, Capital Asset, and Parkland reserves accounted for most of the increased budgeted expense with a slight increase in Police department to cover the grievance payout. The increases were offset by slight decreases in Sanitation services and insurance expense. The net result of these changes was a $0.6 million increase in the revised budget balance over the Original Budget Balance (on a non-GAAP basis).
- Actual revenues and other financing sources received were over the final budgeted amounts in the General Fund by $0.3 million for the current fiscal year. The more significant positive variances were in permits and other licenses, police revenues, Court of Chancery fees, transfer taxes and the police pension grant. These revenue increases were offset with lower revenues for library revenues – county reimbursement, business licenses, and intrafund service receipts. Expenditures were approximately $0.5 million under budget as a result of several operating departments experiencing personnel savings through attrition. The General Fund budget balance carry forward was $0.8 million higher than budgeted as a result of the above variances.

Other Post Employment Benefits (OPEB)

Annual OPEB Cost and Net OPEB Obligation

	Total	Governmental Activities	Water/ Wastewater Fund Activities	Electric Fund Activities
Annual Required contribution	$ 3,809,600	$ 3,354,495	$ 183,137	$ 271,968
Interest on OPEB obligation	850,534	953,435	31,563	(134,464)
Adjustment to annual required contribution	(1,002,026)	(1,123,256)	(37,185)	158,415
Annual OPEB Cost	3,658,108	3,184,674	177,515	295,919
Employer Contributions	(5,305,007)	(3,295,855)	(300,009)	(1,709,143)
Increase/(decrease) in net OPEB obligation	(1,646,899)	(111,181)	(122,494)	(1,413,224)
Net OPEB obligation (asset) at beginning of year	13,085,130	14,668,233	485,581	(2,068,684)
Net OPEB obligation (asset) at end of year	$ 11,438,231	$ 14,557,052	$ 363,087	$ (3,481,908)

The accounting and reporting for OPEB will change with the implementation of GASB 75. This change will result in reporting the liability in the financial statements rather than footnote disclosures only. Much like we did for GASB 68 on pensions this year. GASB 75 is required to be implemented in FY18 for the City of Dover.



(OPEB continued on next page)

OPEB *continued*



OPEB Trust
Schedule of Funding Status and Progress

Actuarial Valuation Date	(1) Actuarial Value of Assets	(2) Actuarial Accrued Liability (AAL)	(3) Unfunded Actuarial Accrued Liabilities (UAAL) (2) – (1)	(4) Funded Ratio (1)/(2)	(5) Covered Payroll	(6) UAAL as a % of Covered Payroll (3)/(5)
7/1/2012	$ 10,913,172	$ 71,021,484	$ 60,108,312	15.4%	$ 17,335,618	347%
7/1/2013	13,627,223	70,414,000	56,786,777	19.4%	17,521,727	324%
7/1/2014	18,752,196	51,224,521	32,472,325	36.6%	17,059,787	190%

The City was following a 10 year funding plan to phase in the full required contributions. FY15 was the seventh year of the plan. The actuary has advised that we discontinue the phase in plan and fully fund the actuarial required contribution as our current appropriations are now at the fully funding level.

The $19.2 reduction in the liability is a result of the following items –

- Due to the discontinuation of the 10 year phase in the interest rate assumption went from 4.9% to 6.5%.
- A significant decrease in the post-65 premiums from 7/1/12 – 7/1/14, along with other changes in the healthcare trends.
- DOE employees who retire on or after 6/1/13 will pay 15% of the total premium.
- The investment return assumption was decreased from 7.0% to 6.5% resulting in an increase to the liability.

Note – This valuation is not reflective of the FY16 premium increase (16.8%) and any potential FY17 increase (7.7%).

Pension Plans – Defined Benefit



	Police Pension	General Pension	Totals
Additions			
Net investment income	$ 283,144	$ 954,989	$ 1,238,133
City's contribution - payroll based	-	2,876,512	2,876,512
City's contribution - lump sum	755,000	543,000	1,298,000
Employee contribution	-	209,446	209,446
State contributions	629,910	-	629,910
State contributions - COLA increases	-	-	-
Other	879	-	879
Total Additions to Net Position	1,668,933	4,583,947	6,252,880
Deductions			
Benefit payments	1,557,641	3,699,842	5,257,483
General administration	5,794	18,792	24,586
Refund of pension contribution	-	-	-
Change in net position	105,498	865,313	970,811
Net Position - Beginning	12,279,347	34,425,609	46,704,956
Net Position - Ending	$ 12,384,845	$ 35,290,922	$ 47,675,767

Pension Contributions -

- Total City Contributions $4,174,512 (payroll & Lump sum from prior year personnel savings).
- Total State contributions from State grants to the City $629,910 (Police only)
- Total Contributions as reported in Budget Reports $4,804,422

Pension Expense - Financial Reporting Purposes

Police Pension Expense

Pension Expense	July 1, 2014 to June 30, 2015
Interest on total pension liability	$ 1,311,335
Administrative expenses	5,794
Expected investment return net of investment Expenses	(853,442)
Recognition of Deferred Inflows/Outflows of Resources	
Recognition of economic/demographic gains or losses	286,306
Recognition of assumption changes or inputs	932,000
Recognition of investment gains or losses	114,060
Pension Expense	1,796,053

General Employee Pension Expense

Pension Expense	July 1, 2014 to June 30, 2015
Service cost	$ 458,969
Interest on total pension liability	3,861,154
Administrative expenses	18,792
Member contributions	(209,446)
Expected investment return net of investment Expenses	(2,406,707)
Recognition of Deferred Inflows/Outflows of Resources	
Recognition of economic/demographic gains or losses	(117,300)
Recognition of assumption changes or inputs	543,333
Recognition of investment gains or losses	290,344
Pension Expense	2,439,139

Material Commitments & New Accounting Standards

Material Commitments – Note 11

- Commitments for payments on fire apparatus currently for Ladder 1 - $145,614
- Five year contract with The Energy Authority (TEA)
- Extended contract with North American Energy Services (NAES)
- Guarantor loans held by Downtown Dover Partnership. Secured by real estate.

New Pronouncements – Note 2 C

- GASB Statement No. 72, “Fair Value Measurement and Application”, was issued in February 2015 and is effective for periods beginning after June 15, 2015. This statement requires disclosures to be made about fair value measurements, the level of fair value hierarchy and valuation techniques. The statement also clarifies the definition of “fair value”.
- GASB Statement No. 74, “Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans”, was issued in June 2015 and is effective for periods beginning after June 15, 2016. The objective of this statement is to provide guidance for improving the usefulness of information about defined benefit OPEB plans that are administered through trusts that meet the specified criteria; this Statement requires two financial statements – a statement of fiduciary net position and a statement of changes in fiduciary net positon. This statement also replaces statements No. 43 as amended and statement No. 57.
- GASB Statement No. 75, “Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions” was issued in June 2015 and is effective for periods beginning after June 15, 2017. This statement’s objectives are to improve information provided by state and local governmental employers about financial support for OPEB that is provided by other entities. It also replaces statements No. 45 and No. 57 and establishes new accounting and financial reporting requirements for OPEB plans.
- GASB Statement No. 76, “The Hierarchy of Generally Accepted Accounting Principles for State and Local Governments”, was issued in June 2015 and is effective for periods beginning after June 15, 2015. The objective of this statement is to identify in the context of the current governmental financial reporting environment – the sources of accounting principles used to prepare financial statements of state and local governmental entities in conformity with general accepted accounting principles (GAAP) and the framework for selecting those principles.
- GASB Statement No. 77, “Tax Abatement Disclosures” was issued in August 2015 and is effective for periods beginning after December 15, 2015. The objective of this statement is to assist the users of financial statements in determining how tax abatements affect the financial position and results of operations, including its ability to raise resources in the future.