# REGULAR COUNCIL MEETING
# A G E N D A

**MARCH 25, 2013 - 7:30 P.M.**

**CITY HALL COUNCIL CHAMBERS**
**15 LOOCKERMAN PLAZA**
**DOVER, DELAWARE**

**OPEN FORUM - 15 MINUTES PRIOR TO OFFICIAL MEETING (7:15 P.M.)**

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

**INVOCATION BY PASTOR STEVE LAMOTTE - HOPE UNITED METHODIST CHURCH/WESLEY COLLEGE CAMPUS MINISTER**

**PLEDGE OF ALLEGIANCE LED BY COUNCILMAN PERZA**

**AGENDA ADDITIONS/DELETIONS**

* **CONSENT AGENDA**

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

* **1. Adoption of Minutes - Regular Council Meeting of March 11, 2013**

**2. Presentations**
- **A. Certificate of Congratulations - Wilma Mishoe - Induction into the Hall of Fame of Delaware Women**
- **B. Awards by Downtown Dover Partnership - St. Patrick's Day Parade**

**3. Dover Human Relations Commission Annual Report Presentation**

**4. Proposed Resolutions**
- **A. No. 2013-09 - Requesting the General Assembly to Amend Article II - Mayor and Council, Section 5 - Council to Be Legislative Body; Size; Districts; Terms of Mayor and Councilmen; Qualifications, of the City of Dover Charter**
- **B. No. 2013-11 - Spring Cleanup Week**

* **5. Legislative, Finance, and Administration Committee Report - March 11, 2013**

**A. Permanent Assignment of Duties Associated with Interim Managerial Plan and Organizational Changes**

*(Committee Recommended Approval of the Permanent Assignment of Duties, as Outlined)*

**B. Downtown Dover Partnership (DDP) Request for Continued Staff Assistance and Support**

*(Committee Recommended Authorizing the City's Administrative Staff to Continue to Provide Administrative Support to the Downtown Dover Partnership (DDP) via Ms. Beverly Jackson Until December 31, 2013)*

**C. Update on Community Meeting - Role and Scope of the Historic District Commission and the Historic District**

*(Committee Action Not Required)*

**D. Proposed Ordinance - Staff Substitute #2, With LF&A #1 for Ordinance #2013-04 - Amending Chapter 22 - Buildings and Building Regulations, Article X - Rental Dwellings (See Item #9)**

*(Committee Recommended Adoption of Staff Substitute #2, With LF&A #1 for Ordinance #2013-04)*

* **6. Special Parks, Recreation, and Community Enhancement Committee Report - March 18, 2013**

**A. Community Development Block Grant (CDBG) Application Review**

*(Committee Recommended Funding as Follows: Dover Interfaith Mission for Housing -$27,500; Milford Housing Development Corp. (Rehab)-$32,657.50; Milford Housing Development Corp. (Emer.)-$40,000; NCALL-$6,035; Elizabeth W. Murphey School-$32,657.50; and Homeownership Assistance Program - $40,000)*

**7. Dedication of Rights-of-Way and Public Infrastructure (Utility Committee)**

**A. The Village of Cannon Mill - Phase I**

*(02/25/13 Committee Recommended Acceptance of Dedication of Rights-of-Way and Public Infrastructure in Phase I of the Village of Cannon Mill Subdivision, Including All of the Referenced Public Improvements)**(On March 11, 2013 City Council Deferred Action Until March 25, 2013, as Recommended by Staff)***

**B. The Village of Westover - Phase VI**

*(02/25/13 Committee Recommended Acceptance of Dedication of Rights-of-Way and Public Infrastructure in Phase VI of the Village of Westover Subdivision, Including All of the Referenced Public Improvements)**(On March 11, 2013 City Council Deferred Action Until March 25, 2013, as Recommended by Staff)***

**8. Evaluation of Bids**

**A. Cannon Mill Paving Improvements Program *(Tabled by City Council During Their Regular Meeting of February 25, 2013)***

*(02/25/13 Staff Recommended Awarding a Unit Price Contract for the Cannon Mill Paving Improvements Program to Harmony Construction Company Based on the Prevailing Wage Unit Prices for Each Work Item Submitted. The Total Work Authorized Under this Contract Will Not Exceed the Available Funding in Conjunction with the Co-Project FY 2013 Street and Alley Program)*

**9. First Reading - Proposed Ordinance**

**The First Reading is offered on the following proposed ordinance. Final action by Council will take place during the Second Reading of the ordinance on April 8, 2013. Copies of all proposed ordinances are available at the entrance of the Council Chambers or can be obtained from the City Clerk's Office.**

**A. Staff Substitute #2, With LF&A #1 for Ordinance #2013-04 - Amending Chapter 22 - Buildings and Building Regulations, Article X - Rental Dwellings**

**10. Council Members Announcements**

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# REGULAR COUNCIL MEETING

The Regular Council Meeting was held on March 11, 2013 at 7:30 p.m. with Council President Leary presiding. Council members present were Mr. Dixon, Mr. Lynn, Mr. Perza, Mrs. Williams, Mr. Hare, and Mr. Hutchison. Mr. Anderson and Mr. Bonar were absent.

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

## OPEN FORUM

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

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

The invocation was given by Dr. W. Thomas Mercer, followed by the Pledge of Allegiance.

## AGENDA ADDITIONS/DELETIONS

**Mr. Hutchison moved for approval of the agenda as presented, seconded by Mr. Dixon and unanimously carried.**

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

## ADOPTION OF MINUTES - REGULAR COUNCIL MEETING OF FEBRUARY 25, 2013

**The Minutes of the Regular Council Meeting of February 25, 2013 were unanimously approved by motion of Mr. Hare, seconded by Mrs. Williams and bore the written approval of Mayor Carey.**

## PROCLAMATION - EARTH HOUR (MARCH 23, 2013 AT 8:30 P.M.)

The City Clerk read the following Proclamation into the record:

WHEREAS, Earth Hour was initiated six years ago when participants were encouraged to turn out their lights for one hour to show their support for climate change, and more than 2.2 million individuals and 2,000 businesses chose to do so; and

WHEREAS, since that time, the Earth Hour movement has expanded to symbolize the global pursuit of a better, healthier world, and participation has grown to encompass hundreds of millions of people in approximately 152 countries and territories worldwide; and

WHEREAS, Earth Hour encourages individuals, businesses, and governments to become accountable for their ecological footprint by communicating ideas and exchanging resources that provide real solutions to environmental challenges; and

WHEREAS, the City of Dover encourages residents to make a commitment beyond the hour by continuing to recycle, switching to energy efficient light bulbs, and making conscious decisions to change the way we live to better our community; and

WHEREAS, residents' participation in Earth Hour shows a commitment to protect the one thing that unites us all – the planet.

NOW, THEREFORE, I, CARLETON E. CAREY, SR., Mayor of the City of Dover, Delaware, do hereby support the observation of Earth Hour in the City of Dover, Delaware, on March 23, 2013, and encourage residents and businesses to participate by turning out non-essential lights from 8:30 to 9:30 p.m.

**PRESENTATION - PLANNING, INSPECTIONS, AND RECREATION ANNUAL REPORT**

Members were provided the Planning, Inspections, and Recreation 2012 Annual Report. It was noted that in 2012, there were several changes and adjustments within the Department of Planning and Inspections. With citywide reorganization, Planning and Inspections came back together as one department after being separated since 2006. In July, Economic Development moved out of the Planning and Inspections Department and into the Mayor's Office. Also in July, the City's Recreation Division joined the Planning and Inspections Department.

Mrs. Ann Marie Townshend, Director of Planning and Community Development, reviewed a presentation (***Exhibit #1***) which depicted highlights of the report.

Mrs. Williams moved for acceptance of the Planning, Inspections, and Recreation 2012 Annual Report, seconded by Mr. Hare and unanimously carried.

**PUBLIC HEARING - PROPOSED RESOLUTION NO. 2013-07 APPROVING ALLEY ABANDONMENT (PAPER) - 235 (CASE), 239 (McCABE-CORT), AND 243 (MARAMI PARTNERS) BAYARD AVENUE**

A public hearing was duly advertised for this time and place to consider Proposed Resolution No. 2013-07 approving the abandonment of portions of an alley adjacent to properties on Bayard Avenue, as follows: 1) 235 Bayard Avenue, owned by Ms. Joan Case; 2) 239 Bayard Avenue, owned by Ms. Claudia McCabe-Cort; and 3) 243 Bayard Avenue, owned by Marami Partners.

Mr. Scott Koenig, City Manager, reminded members that the Utility Committee reviewed this matter during their meeting on February 11, 2013 and recommended approval of the abandonment of the subject alley with conveyance of seven feet (7') of said alley to 235, 239, and 243 Bayard Avenue, currently owned by Ms. Joan Case, Ms. Claudia McCabe-Cort and Marami Partners, respectively, with the stipulation that a public utility easement be retained.

Council President Leary declared the public hearing open. There being no one present wishing to speak, Council President Leary declared the public hearing closed.

**Mr. Hare moved to approve the abandonment of the portions of the alley adjacent to 235, 239, and 243 Bayard Avenue. The motion was seconded by Mr. Hutchison and by a unanimous roll call vote (Anderson and Bonar absent), Council adopted Resolution No. 2013-07, as follows:**

**A RESOLUTION VACATING AND ABANDONING PORTIONS OF A CERTAIN ALLEY SITUATED IN THE CITY OF DOVER.**

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

Section 1. The Council of the City of Dover hereby vacates and abandons the following portions of an alley:

Adjacent to 235 Bayard Avenue (ED-05-077.06-01-84.00)
Being a portion of that certain piece or parcel of land situated in the City of Dover, Kent County, State of Delaware, being an unimproved public alley running in a north to south direction, located to the east of Bayard Avenue, said portion of alley beginning at a point identified as the northeast corner of Parcel No. ED-05-077.06-01-84.00; thence running with Parcel No. ED-05-077.06-01-84.00 South 22 degrees 11 minutes East 60.01 feet along the westerly line of the 14' wide alley to the northeast corner of Parcel No. ED-05-077.06-01-85.00; thence running North 68 degrees 53 minutes East 7 feet crossing into said 14' wide alley to a point in the center of the alley, opposite the northeast corner of Parcel No. ED-05-077.06-01-85.00; thence running North 22 degrees 11 minutes West 60.01 feet parallel to the westerly line of the 14' wide alley to a point; thence running South 68 degrees 53 minutes West 7 feet to the westerly side of the 14' wide alley, being the point and place of beginning and containing 0.0096 acres (420 square feet) of land be the same more or less. The above described parcel of land shall be considered a public utility easement, reserving the rights of the City of Dover, their agents or assigns to free access for ingress and egress to these premises and every part thereof at all times for purpose of installing, maintaining and operating its existing public utilities.

Adjacent to 239 Bayard Avenue (ED-05-077.06-01-85.00)
Being a portion of that certain piece or parcel of land situated in the City of Dover, Kent County, State of Delaware, being an unimproved public alley running in a north to south direction, located to the east of Bayard Avenue, said portion of alley beginning at a point identified as the northeast corner of Parcel No. ED-05-077.06-01-85.00; thence running with Parcel No. ED-05-077.06-01-85.00 South 22 degrees 11 minutes East 60.01 feet along the westerly line of the 14' wide alley to the northeast corner of Parcel No. ED-05-077.06-01-86.00; thence running North 68 degrees 53 minutes East 7 feet crossing into said 14' wide alley to a point in the center of the alley, opposite the northeast corner of Parcel No. ED-05-077.06-01-86.00; thence running North 22 degrees 11 minutes West 60.01 feet parallel to the westerly line of the 14' wide alley to a point; thence running South 68 degrees 53 minutes West 7 feet to the westerly side of the 14' wide alley, being the point and place of beginning and containing 0.0096 acres (420 square feet) of land be the same more or

less. The above described parcel of land shall be considered a public utility easement, reserving the rights of the City of Dover, their agents or assigns to free access for ingress and egress to these premises and every part thereof at all times for purpose of installing, maintaining and operating its existing public utilities.

Adjacent to 243 Bayard Avenue (ED-05-077.06-01-86.00)
Being a portion of that certain piece or parcel of land situated in the City of Dover, Kent County, State of Delaware, being an unimproved public alley running in a north to south direction, located to the east of Bayard Avenue, said portion of alley beginning at a point identified as the northeast corner of Parcel No. ED-05-077.06-01-86.00; thence running with Parcel No. ED-05-077.06-01-86.00 South 22 degrees 11 minutes East 68 feet along the westerly line of the 14' wide alley to the southeast corner of Parcel No. ED-05-077.06-01-86.00 being the southeast terminus of the 14' wide alley; thence running North 55 degrees 29 minutes 31 seconds East 7.2 feet crossing into said 14' wide alley to a point in the center of the alley, opposite the southeast corner of Parcel No. ED-05-077.06-01-86.00; thence running North 22 degrees 11 minutes West 66.3 feet parallel to the westerly line of the 14' wide alley to a point; thence running South 68 degrees 53 minutes West 7 feet to the westerly side of the 14' wide alley, being the point and place of beginning and containing 0.0108 acres (470.15 square feet) of land be the same more or less. The above described parcel of land shall be considered a public utility easement, reserving the rights of the City of Dover, their agents or assigns to free access for ingress and egress to these premises and every part thereof at all times for purpose of installing, maintaining and operating its existing public utilities.

Section 2. Since no person has been deprived of property by the vacating and abandoning of the aforesaid portions of the alley, no compensation is awarded.

Section 3. The City shall retain a utility easement for the entire length and width of the aforesaid alley and all costs of conveyance shall be borne by the property owners.

Section 4. This resolution shall be effective upon the filing of a revised plot plan of the aforesaid alley.

ADOPTED: MARCH 11, 2013

**PUBLIC HEARING/FINAL READING - PROPOSED ORDINANCE #2013-01**
A public hearing was duly advertised for this time and place to consider approval of Proposed Ordinance #2013-01, amending Appendix B - Zoning, Article 3 - District Regulations, Section 22 Airport Environs Overlay Zone (AEOZ) of the Dover Code. The proposed amendments would update the Airport Environs Overlay Zone in accordance with the 2010 Air Installation Compatible Use Zone study published by the Dover Air Force Base.

**Mr. Lynn moved that the Final Reading of Proposed Ordinance #2013-01 be acknowledged by title only, seconded by Mr. Dixon and unanimously carried.** *(The First Reading of the ordinance was accomplished during the Council Meeting of January 28, 2013.)*

Mrs. Ann Marie Townshend, Director of Planning and Community Development, reviewed the petition to amend the zoning ordinance text and advised members that the Planning Commission recommended approval of the proposed amendments. She noted that a section regarding exemptions in the Ordinance had previously limited expansion for a non-conforming use within the AEOZ to 3,000 S.F. She advised members that a request to expand the Dover Behavioral Health (DBH) System facility had required a variance, which was reviewed and approved by the Board of Adjustment. She indicated that Bayhealth had attempted to locate the DBH mental health facility on property that would not cause problems within the community. Mrs. Townshend explained that it was staff's belief that utilizing a ratio rather than square footage when capping the size of exemptions would better serve the intended purpose. As a result, the proposed amendment would allow a non-conforming use that is non-residential to expand up to 50% of their floor area.

In response to Mr. Hutchison, Mrs. Townshend indicated that staff worked very closely with the Community Planner at the Dover Air Force Base (DAFB) in developing the proposed amendment.

Council President Leary declared the hearing open.

Mr. Michael Gavula, Director of Business Development, Dover Behavioral Health, 725 Horsepond Road, stated that DBH supported the proposed amendment.

There being no one else present wishing to speak during the public hearing, Council President Leary declared the hearing closed.

**By motion of Mrs. Williams, seconded by Mr. Hare, Council approved the Planning Commission's recommendation and by a unanimous roll call vote (Anderson and Bonar absent), Council adopted Ordinance #2013-01** ***(Exhibit #2)*****.**

**REZONING REQUEST - PUBLIC HEARING/FINAL READING OF PROPOSED ORDINANCE #2013-02**

A public hearing was duly advertised for this time and place to consider Proposed Ordinance #2013-02 amending the Zoning Ordinance and Zoning Map of the City of Dover by changing the boundary of the Airport Environs Overlay Zone (AEOZ) in accordance with the 2010 Air Installation Compatible Use Zone (AICUZ) Study published by the Dover Air Force Base.

**Mr. Dixon moved that the Final Reading of the proposed rezoning ordinance be acknowledged by title only, seconded by Mr. Lynn and unanimously carried.** *(The First Reading of the ordinance was accomplished during the Council Meeting of January 28, 2013.)*

Mrs. Ann Marie Townshend, Director of Planning and Community Development, reviewed the petition to amend the Zoning Ordinance and Zoning Map and advised members that the Planning Commission recommended approval of the proposed amendments. She reminded members that the proposed ordinance would incorporate the changes to the Air Installation Compatible Use Zone into the Zoning Map as the Airport Environs Overlay Zone (AEOZ). She noted that the proposed Ordinance would change the Zoning Map in accordance with the action previously taken by members in their adoption of Ordinance #2013-01.

Public Hearing
Council President Leary declared the hearing open. There being no one present wishing to speak, Council President Leary declared the hearing closed.

**By motion of Mr. Hare, seconded by Mr. Lynn, Council approved the Planning Commission's recommendation and, by a unanimous roll call vote (Anderson and Bonar absent), Council adopted Ordinance #2013-02 *(Exhibit #3)*.**

**UTILITY COMMITTEE REPORT - FEBRUARY 25, 2013**
The Utility Committee met on February 25, 2013 with Chairman Bonar presiding.

**Annexation Request - Property Located at 1174 South Governors Avenue, Owned by Sipple's Used Cars, Inc.**
Members were provided a Petition to Annex and Zone Property located at 1174 South Governors Avenue, consisting of $8,250^{+/-}$ SF, owned by Sipple's Used Cars, Inc.

Mrs. Ann Marie Townshend, Director of Planning and Community Development, advised members that the property is currently served by City of Dover Electric and, although there is no sanitary sewer or water service to the property, both sanitary sewer and water mains run on South Governors Avenue in front of the property. She indicated that the property owner would be responsible for the costs associated with tapping the sanitary sewer and water mains, extending services to the property, payment of impact fees, and obtaining permits associated with such improvements.

Staff recommended annexation of the property and adoption of Resolution No. 2013-06 setting the annexation referendum.

In response to Mr. Perza, Mrs. Traci McDowell, City Clerk, indicated that the cost of holding such a referendum would be approximately $150. Noting that a proposed Charter Amendment was scheduled for consideration by City Council in the very near future that would change the annexation procedure by eliminating the need for a referendum for single property requests, Mr. Perza questioned if action on this request should be delayed until action was taken on the Charter Amendment, which would allow for administrative approval of the annexation. Responding, Mrs. Townshend stated that the applicant had requested City sewer. She stated that if action were delayed, the City would need to extend water and sewer to the property, with the stipulation that the property would be annexed at a later date. Mrs. McDowell advised members that the Charter Amendment was scheduled to be considered by the Legislative, Finance, and Administrative Committee during their meeting scheduled later in the evening and, should it be approved by City Council, there was no guarantee that it would be approved by the State Legislature.

The Committee recommended approval of staff's recommendation for annexation of the property and adoption of Resolution No. 2013-06 setting the annexation referendum for property located at 1174 South Governors Avenue, owned by Sipple's Used Cars, Inc.

**By consent agenda, Mr. Hare moved for approval of the Committee's recommendation, seconded by Mrs. Williams and, by a unanimous roll call vote (Anderson and Bonar absent), Council adopted Resolution #2010-06, as follows:**

A RESOLUTION PROPOSING THE INCLUSION OF AN AREA WITHIN THE LIMITS OF THE CITY OF DOVER AND CALLING FOR A SPECIAL ELECTION TO BE HELD IN THE SAID AREA.

WHEREAS, the Charter of the City of Dover authorizes Council to extend the boundaries of the said City after a special election of the qualified voters and real estate owners of the territory proposed to be annexed, and

WHEREAS, the Mayor and Council of the City of Dover deem it in the best interest of the City of Dover to include an area located at 1174 South Governors Avenue, which is contiguous to the present City limits, into the limits of the City of Dover and within a zoning classification as recommended by the City of Dover Planning Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF DOVER, IN COUNCIL MET:

1. That a special election be held for an area located at 1174 South Governors Avenue situated in East Dover Hundred, Kent County, State of Delaware.

2. That the election be held on the 11th day of April, 2013 commencing at the hour of 11:00 a.m. in the City Hall Annex, 15 Loockerman Plaza, Dover, Delaware, for the purpose of submitting the question of annexation of the above area to those persons entitled to vote thereon.

3. That the election be held and conducted pursuant to the provisions of the Charter of the City of Dover as amended.

4. That this resolution be published in accordance with the City of Dover Charter.

ADOPTED: MARCH 11, 2013

**Dedication of Rights-of-Way and Public Infrastructure - Village of Cannon Mill - Phase I**

Staff submitted a request for all public infrastructure improvements related to Phase 1 of the Village of Cannon Mill to be dedicated to the City of Dover for permanent ownership and maintenance. Members were provided a list of the public improvements associated with Phase 1. The total construction value of the public improvements was $1,170,700. Members reviewed a map showing the general location and configuration of the subject rights-of-way.

Mr. Scott Koenig, City Manager, advised members that the original developer filed for bankruptcy, which resulted in work stoppage within the subdivision. The final wearing course and punch list items remained to be completed to meet the City of Dover Standards and Specifications for Public

Works Construction and had been outstanding for many years. The Department was prepared to complete the work required, pending rights-of-way and public infrastructure dedication. He stated that during their meeting scheduled for later in the evening, City Council would be considering a request for a contract in the amount of $275,000 to complete the paving and concrete improvements for this subdivision. He advised members that Representative Darryl Scott and Senator Brian Bushweller had agreed to contribute $165,000 of the $275,000 in community transportation funds. Mr. Koenig explained that, in order to use these funds, the roads must be dedicated prior to the agreements being signed.

Staff recommended acceptance of the dedication of rights-of-way and public infrastructure in the Village of Cannon Mill Subdivision (Phase I), with dedication to include all of the referenced public improvements, as follows:

Sewer Utility Infrastructure (Construction Value = $265,100):

| | | |
|---|---|---|
| 10” SDR-35 PVC Sanitary Sewer Main | - | 1,945 l.f. |
| 8” SDR-35 PVC Sanitary Sewer Main | - | 2,755 l.f. |
| 6” PVC Sanitary Sewer Laterals | - | 3,300 l.f. (134 laterals) |
| 4' Diameter Sanitary Sewer Manholes | - | 24 ea. (214 v.f.) |

Water Utility Infrastructure (Construction Value = $162,000):

| | | |
|---|---|---|
| 8” Ductile Iron (Class 52 Cement Lined) Water Main | - | 6,100 l.f. |
| 6” Ductile Iron (Class 52 Cement Lined) Water Main | - | 255 l.f. |
| 1” K Copper Water Service Lines | - | 3,600 l.f. (134 services) |
| 8” Gate Valve | - | 20 ea. |
| 6” Hydrant Valve | - | 9 ea. |
| Fire Hydrants | - | 9 ea. |

Storm Water Infrastructure (Construction Value = $169,700):

| | | |
|---|---|---|
| Catch Basins | - | 40 ea. |
| 4’ Diameter Storm Sewer Manholes | - | 3 ea. |
| Outfall Structure | - | 4 ea. |
| 15” Type III Reinforced Concrete Pipe | - | 1,610 l.f. |
| 18” Type III Reinforced Concrete Pipe | - | 905 l.f. |
| 24” Type III Reinforced Concrete Pipe | - | 735 l.f. |
| 30” Type III Reinforced Concrete Pipe | - | 465 l.f. |

Street Infrastructure (0.7348 miles) (Construction Value = $573,900):

| | | |
|---|---|---|
| Cannon Mill Dr. | Station 0+00 to Station 6+50 | 650 l.f. |
| East Sheldrake Cir. | Station 37+75 to Station 20+50 | 580 l.f. |
| West Sheldrake Cir. | Station 0+00 to Station 6+00 | 600 l.f. |
| Paradee Dr. | Station 0+00 to Station 11+00 | 1,100 l.f. |
| Quillen St. | Station 0+00 to Station 7+00 | 700 l.f. |
| Lester Court | Station 0+00 to Station 6+00 | 600 l.f. |

Mr. Koenig stated that once these improvements are completed, staff would be working with Artisans' Bank, who had purchased a portion of the remainder of the development, to obtain a new Letter of Credit on this portion. He indicated that when those lots that are in foreclosure are sold to a new developer, the City would require a Letter of Credit for the balance of the subdivision for the Village of Cannon Mill.

Responding to Mrs. Williams regarding egresses involving the new Dover High School, Mr. Koenig stated that the Village of Westover egress is no longer being considered; however, the Village of Cannon Mill remains as originally proposed. Referring to the map provided, Mr. Koenig stated that there was a right-of-way that extends to the new Dover High School property. He noted that, in planning the High School, this was projected to be a road connection; however, that connection was unfunded and the dedication being considered at this time did not include that length of roadway.

Mrs. Williams questioned if the two (2) projects (the dedication and moving the right-of-way down the property of the Village of Cannon Mill) could be dovetailed. Responding, Mr. Koenig did not feel this would be necessary since the additional dedication could be submitted at a later date. With regard to the school issue, he stated that moving the project down Hazlettville Road would be an issue to be worked out with the Delaware Department of Transportation (DelDOT), Agricultural Land Preservation, and Papen Farms. It was his belief that this project would not be addressed in the next two (2) years but would be considered in the next five (5) to ten (10) years.

In response to Mr. Perza, Mr. Koenig indicated that the City received correspondence stating that the original Letter of Credit from 2005 was rescinded. He advised members that Deputy City Solicitor Pepper reviewed the letter and had indicated that the City could challenge it in court since it was not sent certified; however, he stated that this was an unsecured Letter of Credit and the original developer was no longer involved with this subdivision.

The Committee recommended approval of staff's recommendation for the acceptance of the dedication of public infrastructure for The Village of Cannon Mill - Phase I to include all of the referenced public improvements.

During the Council meeting, Mr. Koenig referred to the discussion during the City Council meeting of February 25, 2013 regarding the Letter of Credit for the Village of Cannon Mill and requested that final action on the dedication of rights-of-way and utilities - Village of Cannon Mill - Phase I by City Council be delayed until their Regular Meeting scheduled for Monday, March 25, 2013.

**Mrs. Williams moved for approval of staff's request to defer action until the Regular Council Meeting of March 25, 2013, seconded by Mr. Hare and unanimously carried.**

**Dedication of Rights-of-Way and Public Infrastructure - Village of Westover- Phase VI**

Staff submitted a request for all public infrastructure improvements related to Phase VI of the Village of Westover to be dedicated to the City of Dover for permanent ownership and maintenance. Members were provided a list of the public improvements associated with Phase 1. The total construction value of the public improvements was $1,092,501. Members were provided a map showing the general location and configuration of the subject rights-of-way.

Mr. Scott Koenig, City Manager, advised members that the original developer filed for bankruptcy, which resulted in work stoppage within the subdivision. The final wearing course and punch list items remained to be completed to meet the City of Dover Standards and Specifications for Public Works Construction and had been outstanding for many years. The Department was prepared to complete the work required, pending rights-of-way and public infrastructure dedication.

Mr. Koenig indicated that the City had a Letter of Credit issued by Wilmington Trust, in the approximate amount of $265,000. He noted that Wilmington Trust had been acquired by M&T Bank and that staff believed that the Bank would take charge, hire a contractor, and finish the subdivision in order to avoid the City's calling the Letter of Credit. However, he stated that in speaking with a representative of M&T Bank, the City was provided a choice between: 1) going through the extended process of the bank hiring a contractor on their schedule, or 2) calling the Letter of Credit. He stated that staff had drafted the call of the Letter of Credit and, once submitted with the site drafts, the bank would issue a check to the City in the amount of the Letter of Credit (approximately $264,000), which would allow completion of the top coat of paving and the installation of sidewalks.

Mr. Koenig reiterated that during their meeting scheduled for later in the evening, City Council would be considering a request for a unit price paving contract and, although it was primarily associated with the Village of Cannon Mill, it could be extended for the Village of Westover, if approved by City Council.

Mr. Koenig advised members that there had been several complaints from residents regarding the appearance of the property and residents felt that the City should take appropriate action. He stated that some residents had indicated a desire to sell their homes. He noted that a few buildings in the subdivision had been demolished by the City.

Staff recommended acceptance of the dedication of rights-of-way and public infrastructure in the Village of Westover Subdivision -Phase VI, with dedication to include all of the referenced public improvements, as follows:

| | | |
|---|---|---|
| <u>Sewer Utility Infrastructure (Construction Value = $184,461)</u>: | | |
| 8" SDR-35 PVC Sanitary Sewer Main | - | 2,150 l.f. |
| 6" PVC Sanitary Sewer Laterals | - | 2,206 l.f. (69 laterals) |
| 4' Diameter Sanitary sewer Manholes | - | 10 ea. |
| | | |
| <u>Water Utility Infrastructure (Construction Value = $167,820)</u>: | | |
| 8" Ductile Iron (Class 52 Cement Lined) Water Main | - | 2,600 l.f. |
| 8" Gate valves | - | 5 ea |
| 1" K Copper Water Services | - | 2,182 l.f. (69 services) |
| Fire Hydrants | - | 3 ea. |
| 1" K Copper Water Services | - | 2,182 l.f. (69 services) |

| | | |
|---|---|---|
| Storm Water Infrastructure (Construction Value = $323,296): | | |
| Catch Basins Type J | - | 9 ea. |
| Catch Basins Type JJ | - | 6 ea. |
| Del Dot J Box | - | 3 ea. |
| PW-BD-2 Mod 2 / Mod 1 | - | 3 ea. |
| Type-B-2 | - | 3 ea. |
| 15" Type III Reinforced Concrete Pipe | - | 596 l.f. |
| 18" Type III Reinforced Concrete Pipe | - | 76 l.f. |
| 24" Type III Reinforced Concrete Pipe | - | 46 l.f. |
| 27" Type III Reinforced Concrete Pipe | - | 380 l.f. |
| 19x30" Eliptical Reinforced Concrete Pipe | - | 19 l.f. |
| 15" HDPE Pipe | - | 464 l.f. |
| 18" HDPE Pipe | - | 813 l.f. |
| 24" HDPE Pipe | - | 529 l.f. |
| 30" HDPE Pipe | - | 105 l.f. |

| | | |
|---|---|---|
| Street Infrastructure (0.4256 miles) (Construction Value = $416,924): | | |
| Northdown Drive | Station20+00 to Station 40+00 | 2,000 l.f. |
| Margate Circle | Station0+18 to Station 2+65 | 247 l.f. |

Mr. Perza relayed concern that banks would not take issuing a Letter of Credit seriously if the City does not call them. Responding, Mr. Koenig indicated that the Letter of Credit for the Village of Cannon Mill was issued by the First National Bank of Wyoming and it included a clause that would allow them to cancel the Letter without approval of the City. He assured members that since then, the format used in the Letter of Credit issued by Wilmington Trust has been used as the standard.

The Committee recommended approval of staff's recommendation for the acceptance of the dedication of public infrastructure for The Village of Westover - Phase VI to include all of the referenced public improvements.

Mr. Koenig advised members that the sight draft for the Village of Westover – Phase VI Letter of Credit was being presented to M&T Bank. The timeline for the issuance of funds was unconfirmed at this time. He requested that final action on the dedication of rights-of-way and utilities - Village of Westover - Phase VI by City Council be delayed until their Regular Meeting scheduled for Monday, March 25, 2013.

**Mrs. Williams moved for approval of staff's request to defer action until the Regular Council Meeting of March 25, 2013, seconded by Mr. Hare and unanimously carried.**

**Update - Calpine**

Mr. Bonar relayed his appreciation to staff for their untiring efforts and work associated with the Calpine project.

Mr. Scott Koenig, City Manager, advised members that staff had been holding weekly conference calls, as well as weekly face-to-face meetings, with Calpine. He stated that the Calpine Corporation was prepared to begin work on the temporary road as early as March 1, 2013. They continue to push their Engineering, Procurement, and Construction (EPC) contractor, Kvaerner, Inc., to begin construction on April 1, 2013 to take possession of the site.

Mr. Koenig stated that staff was currently working on the extension of the water line from the Wild Meadows Subdivision to the back of the LS Power property. It was anticipated that the pipe would be delivered on February 26, 2013 to begin the extension in a southerly direction to a point where water had been requested on the Calpine property. Staff was also working on consulting contracts for the water tower and the sanitary sewer pumping station, which would serve the entire Garrison Tract. Concurrently, staff, along with the Becker Morgan Group, was completing the subdivision plans to lay out and eventually construct the balance of the infrastructure associated with the roads and storm sewer for the entire Garrison Oak Technical Park.

Mr. Koenig announced that the Calpine Corporation was expected to apply for a building permit for construction to begin soon after April 1, 2013. Staff was attempting to provide an advance construction authorization (phasing of construction) so that all of the outside agency approvals would be lined up when the building permit was issued for the Calpine project. It was anticipated that Calpine, through Kvaerner, Inc., would mobilize the site and begin earth moving on Lot 7 on April 1, 2013.

Mr. Koenig stated that Calpine continued to work on the alignment of the feeders that would come from the Energy Center and tie back to the City's 230kV tie. In regard to the LS Power complaints of the plume coming off the energy center in the future and dust during construction, he stated that it was anticipated that these issues would be resolved within the next few days. He noted that additional review of Calpine's air permit application had been requested by an adjacent property owner. This will be conducted by the Department of Natural Resources and Environmental Control (DNREC) Environmental Appeals Board. Mr. Koenig felt confident that the project would be well underway very soon.

Responding to Mrs. Williams, Mr. Koenig stated that there was a maximum daily demand (running 24/7) for Block 1 in the amount of 2.3M gallons of water and the water tower would hold 1.5M gallons of water. He indicated that the City would try to constantly feed water into that water tower.

Mr. Bonar advised members that staff was emphatic on ensuring that the fire protection system and water pressure in the City would be adequately protected.

**Mr. Lynn moved for acceptance of the Utility Committee Report, seconded by Mr. Dixon and unanimously carried.**

**LEGISLATIVE, FINANCE, AND ADMINISTRATION COMMITTEE REPORT - FEBRUARY 25, 2013**

The Legislative, Finance, and Administration Committee met on February 25, 2013 with Chairman Lynn presiding.

**Proposed Charter Amendment - Article II - Mayor and Council, Section 13 - Vacancies; Forfeiture of Office; Filling of Vacancies** ***(Deferred by Committee on February 11, 2013 Due to Time Constraints)***

At the request of Councilman Anderson, staff prepared a draft amendment to Article II - Mayor and Council, Section 13 - Vacancies; Forfeiture of Office; Filling of Vacancies of the City of Dover Charter. This amendment would add a provision for elected officials to designate temporary successors in the event that they are absent or unable, for physical, mental or legal reasons, to exercise the powers and discharge the duties of the office for an extended period of time. In addition, the amendment would change the provisions regarding the filling of vacancies for the Mayor and Council seats to specify that offices vacated within six (6) months of the next election would remain vacant until the next election; however, those offices vacated for more than six (6) months from the next election would be filled through a Special Election.

Members were reminded that Charter Amendments require adoption of a Resolution requesting the General Assembly to approve the amendments. Upon adoption of the Resolution, staff will forward it to local legislators for consideration.

Staff recommended approval of the proposed amendments to the City of Dover Charter and adoption of the subsequent Resolution requesting the General Assembly to amend the City Charter.

Mr. Anderson noted that if an executive position has a temporary vacancy, there is a mechanism to fill that vacancy. He did not believe that legislative positions were less important and advised members that many towns across the nation have worked to find ways to get around some of the political difficulties in filling such positions. He stated that the City Clerk conducted research at his request and that consideration was given to previous comments made by members of City Council related to this topic in the development of the proposed amendment, which was modeled after legislation in other states, particularly Alabama. Mr. Anderson reminded members that the need for such a mechanism had increased substantially since the terms of office were expanded to four (4) years.

Mr. Hutchison noted that each Council District had two (2) representatives and that the At-Large Council Member and the Mayor also serve residents; therefore, each District would still have three (3) elected representatives in the event of the absence of one (1) member. Responding, Mr. Anderson felt that the citizens of Dover would be better served if there was a greater likelihood of having a full Council.

Council President Leary did not recall any problems with obtaining a quorum or other issues as a result of members of Council being unable to attend meetings. It was his feeling that the proposal was an attempt to solve a problem that did not exist.

Mr. Perza explained that the integrity of the process being discussed was important. Noting that members of Council are chosen by City residents, he felt that nominating temporary placeholders would take away some of the integrity. He advised members that if he were in a situation that would impact those who elected him to serve by causing him to step away for an extended period of time he would resign, and he felt that it would be incumbent on the person holding office to consider resignation. Although the reasons for proposing the amendment were to cover military and other legitimate absences, he cautioned members of potential abuse by members of Council who may not want to vote on a particular issue and choose to take a lengthy vacation.

Concurring with Mr. Lynn, Mr. Hare suggested that members consider the proposed amendment if it were felt that such a vacancy would be detrimental to conducting City Council business.

Mr. Bonar expressed his opinion that the intent of the request for a Charter change was well founded; however, in listening to the comments relayed by members, he felt that the rationale for placing trust in the body of City Council as currently structured seemed sound. He concurred with Mr. Hutchison's comments, stating that although members of Council are elected by district, they serve the entire City and would assist any district affected by a member of Council who was absent for any reason.

In response to concerns of possible abuse, Mr. Anderson noted that the proposed amendment was specifically for members who are absent due to physical, mental, or legal reasons. Responding to Mr. Lynn, Mr. Anderson stated that the proposed amendment had not been reviewed by the City Solicitor's Office.

Responding to Mr. Lynn's suggestion to table the matter to allow for review by the City Solicitor, Mr. Perza stated his objections, explaining that he had not heard enough support to justify the legal expense. If there were no consensus to move forward, he felt that there was no need to spend additional resources studying the issue.

The Committee forwarded this matter to City Council for their consideration without a recommendation.

During the Council meeting, Mr. Lynn noted that the amendments included within the last paragraph (Lines 44-50) of the proposed ordinance were revisions submitted by staff and consisted of a change in wording only, not content.

Due to the absence of Mr. Anderson, as a result of military service, Mr. Lynn suggested that this matter be deferred until the next Regular Council Meeting.

Mr. Lynn moved to defer the matter until the next Regular Council Meeting, seconded by Mr. Hare.

Mrs. Williams advised members that she would not be in attendance during the next two (2) Council meetings and requested that action on this matter be deferred until her return. Responding, Mr. Lynn indicated that Mr. Anderson would not be available following the next Council Meeting, explaining that he would be deployed after that time.

The motion to defer the matter until the next Regular Council Meeting failed by a roll call vote of four (4) no (Perza, Williams, Hare, and Hutchison), three (3) yes (Dixon, Lynn, and Leary), and two (2) absent (Anderson and Bonar).

Mr. Lynn stated that, with the assistance of the City Clerk's Office, he had drafted a substitute for the Resolution which did not involve temporary successors; however, it did define excused absences. Although the substitute had been provided to members of Council, he felt that Mr. Anderson should be present for its consideration since he was the initiator for the proposed amendment. He suggested that this matter be tabled to allow staff to investigate whether excused absences could be addressed through an ordinance rather than the City Charter.

Mr. Lynn moved to table the matter in order for staff to review the Substitute Ordinance to determine if it could be accomplished through an ordinance rather than a Charter amendment. The motion was seconded by Mr. Dixon and failed by a roll call vote of four (4) no (Perza, Williams, Hare, and Hutchison), three (3) yes (Dixon, Lynn, and Leary), and two (2) absent (Anderson and Bonar).

Mr. Perza moved to deny adoption of Resolution No 2013-08, which would request a Charter amendment. The motion was seconded by Mr. Hutchison.

After much discussion regarding the confusion of the motion, Mr. Perza agreed to reword his motion in order for Mr. Anderson's proposal to be considered by City Council.

Mr. Perza moved for approval of Resolution No 2013-08, which would request a Charter amendment. The motion was seconded by Mr. Hutchison.

Council President Leary indicated that although he had some grave concerns regarding the proposal, it was his desire, as a professional courtesy, to defer action until Mr. Anderson could be present.

Concurring, Mr. Lynn stated his opinion that taking action at this time, without the presence of Mr. Anderson who was absent due to mandatory military service and was about to be deployed to Afghanistan, was extremely discourteous and unprofessional.

**The motion to approve Resolution No 2013-08, which would request a Charter amendment, failed by a roll call vote of five (5) no (Perza, Williams, Hare, Hutchison, and Leary), two (2) yes (Dixon and Lynn), and two absent (Anderson and Bonar).**

**Proposed Charter Amendment - Article II - Mayor and Council, Section 5 - Council to Be Legislative Body; size; Districts; Terms of Mayor and Councilmen; Qualifications *(Deferred by Committee on February 11, 2013 Due to Time Constraints)***

Mrs. Traci McDowell, City Clerk, advised members that it was recently brought to staff's attention that the current wording of Article II - Mayor and Council, Section 5 - Council to be Legislative Body; Size; Districts; Terms of Mayor and Councilmen; Qualifications, indicated that in order to be eligible to be elected as mayor or as a member of council, the person must, as of the date of the election, be: (4) Eighteen years of age. This amendment would correct that language to be "Eighteen years of age or older." She also noted that additional amendments were proposed to make the language in this section more concise.

Members were reminded that Charter Amendments require adoption of a Resolution requesting the General Assembly to approve the amendments. Upon adoption of the Resolution, staff would forward it to local legislators for submission.

Staff recommended approval of the proposed amendments to the City of Dover Charter and adoption of the subsequent Resolution requesting the General Assembly to amend the City Charter.

The Committee recommended approval of staff's recommendation and adoption of Resolution No. 2013-09 requesting the General Assembly to approve the Charter Amendments.

**Mr. Lynn moved for approval of staff's recommendation, seconded by Mr. Dixon and failed by a roll call vote of four (4) no (Perza, Williams, Hare, and Hutchison), three (3) yes (Dixon, Lynn, and Leary), and two (2) absent (Anderson and Bonar).**

**Proposed Charter Amendment - Article I - Powers of the City, Section 1.05 - Procedure to Extend Boundaries** ***(Deferred by Committee on February 11, 2013 Due to Time Constraints)***

Mrs. Ann Marie Townshend, Director of Planning and Community Development, advised members that the Planning Office and City Clerk's Office began working on a Charter Amendment regarding annexation several years ago when the City was receiving a lot of interest in annexation. She stated that the Charter currently requires that all petitions for annexation be subject to an election of the owners and residents of the property proposed for annexation. In reviewing many annexation requests, it became apparent that the added step of an election in cases where the only person(s) voting were those who requested annexation was an inefficient use of City staff and financial resources, as well as an added burden to the property owner(s). She stated that a Charter amendment was required to eliminate this unnecessary step.

Mrs. Townshend explained that the proposed Charter amendment developed by staff would eliminate the requirement for an election when the property owner had requested annexation of their property. However, the proposal would require an election in the cases where the entirety of the area proposed for annexation was not the subject of a request from the property owners. As proposed, she assured members that the City would not be able to annex land against the owner's wishes without the opportunity for the owner to vote in an election. She stated that the proposed Charter amendment would simplify the annexation process and reduce unnecessary costs but still allow property owners a vote if their property were the subject of an annexation proposal that was not petitioned by the owners.

Members were reminded that Charter Amendments require adoption of a Resolution requesting the General Assembly to approve the amendments. Upon adoption of the Resolution, staff would forward it to local legislators for submission.

Staff recommended approval of the proposed amendments to the City of Dover Charter and adoption of the subsequent Resolution requesting the General Assembly to amend the City Charter.

The Committee recommended approval of staff's recommendation and adoption of the Resolution requesting the General Assembly to approve the Charter Amendments.

**Mr. Lynn moved for approval of staff's recommendation, seconded by Mr. Hare and by a unanimous roll call vote (Anderson and Bonar absent), Council adopted Resolution No. 2013-10, as follows:**

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

That the Mayor and Council have determined that the Charter of the City of Dover should be amended to remove the requirement for an annexation referendum election when the annexation is the result of a request from the property owner(s). Therefore, the Mayor and Council of the City of Dover respectfully request the General Assembly of the State of Delaware to amend Article I - Powers of the City, Section 1.05 Procedure to extend boundaries, of its Charter, which amendments, if adopted by the General Assembly, would be as follows:

CITY OF DOVER CHARTER - ARTICLE I - POWERS OF THE CITY

Sec. 1.05. - Procedure to extend boundaries.

The City may, from time to time, extend its boundaries in accordance with Title 22, Chapter 1, Section 101 (22 Del. C. § 101) through the following annexation processes:

(1) In the case where annexation is petitioned by all owners of all property considered for annexation, no election shall be required.

For an annexation petition not requiring an election, such petition shall be processed in accordance with procedures established for amendments to the zoning map, specified in Dover Code, Appendix B - Zoning. All annexation petitions shall be processed concurrently with the rezoning of the property considered for annexation and shall be subject to public hearing before City Council. Public notice shall be completed in accordance with the provisions of the Dover Code relating to amendment of the zoning map.

(2) In the case where annexation is not petitioned by all owners of all property considered for annexation, such annexation shall be subject to an election, as follows:

(a) In order to extend the boundaries of the City of Dover the council shall adopt a resolution proposing the inclusion of all property considered for annexation within the limits of the City of Dover and calling for a special election to be held not less than 30 nor more than 60 days after the adoption of the resolution, in accordance with Title 22, Chapter 1, Section 101, Delaware Code (22 Del. C. § 101).

The resolution shall contain a description of all property considered for annexation, the date of the election, and the place or places of said election. The resolution shall be published in at least two issues of a newspaper of general circulation within the City of Dover at least two weeks prior to the day of said election.

(b) The annexation election shall be held by the city's election officers. Each owner of the property considered for annexation shall be entitled to one vote. Owners of real estate in common shall be entitled to one vote each. Life tenants shall be entitled to one vote each, but the holders of the remainder interest or similar interest subject to the life estate shall not be entitled to vote. Corporations, firms or associations shall be entitled to one vote, the same as private persons.

More than one annexation election may be held on the same day; however, the elections shall be separate.

The Council of the City of Dover shall provide the ballots for and bear the cost of holding annexation elections. The ballots shall briefly indicate the property proposed for annexation and shall provide two boxes on the ballot beside which shall appear the words "FOR inclusion within the City of Dover," and "AGAINST inclusion within the City of Dover." Each voter shall indicate their preference by making a mark within the box beside the words expressing their preference.

For the annexation election, the polls shall open at 11:00 a.m. and remain open until each eligible voter has cast their vote or until 8:00 p.m., whichever occurs first. When the polls are closed the election officers shall publicly count the votes and forthwith certify to the clerk of the council the number of votes cast for and against inclusion within the city limits. At the next regular or special meeting of the council, the mayor and council shall receive the results of the election and make the same a part of the minutes of said meeting.

If a majority of the votes cast in an annexation election favor the inclusion of that property, the council may thereupon adopt a resolution annexing said property and including same within the limits of the City of Dover. Upon the adoption of a resolution of annexation, a copy thereof certified by the clerk of council and a map of the area annexed shall be forthwith filed for record with the Recorder of Deeds of Kent County, and the area so annexed shall for all purposes thenceforth be part of the City of Dover.

If a majority of the votes cast in an annexation election shall be against the inclusion of that property within the limits of the City of Dover, the proposed annexation of said property shall be declared to have failed. Nothing in this Charter shall prohibit the council from resubmitting a proposal for annexation to the eligible voters for said property, or any portion thereof, under the authority of this section and in accordance with the provisions thereof.

ADOPTED: MARCH 11, 2013

**Disposal of Excess Property - Justice of the Peace (JP) Court 7 and 16**

Mr. Scott Koenig, City Manager, advised members that the City received a request from Cabe Associates, Inc. and Delaware Architects, LLC on behalf of the State of Delaware, Administrative Office of the Court, to potentially expand the existing Justice of the Peace (JP) Court 7 and 16 building located at the intersection of Bank Lane and West Street immediately adjacent to the Dover Police Department. The proposed court expansion is desired in order to meet the area's growing needs for court facilities. At this time, only the JP Court 7 and 16 building footprint is owned by the State of Delaware. In order for the court to expand, the City of Dover must agree to dispose of any surrounding land required to accommodate the proposed expansion.

Mr. Koenig explained that since the engineers and architects were in the early planning stages, exact land requirements were unknown at this time; therefore, he envisioned the request to be a two (2) step process. The first step would be to receive approval from City Council for the City Manager to become a co-applicant, along with the State of Delaware, on a site plan application for the proposed expansion. He stated that the site plan and facilities planning process would identify the exact amount of land that would be needed by the court to expand. Once the exact amount of land was known, the City Manager would fully initiate the Procedures for Sale and Disposal of Real Property and return to the Legislative, Finance, and Administration Committee with a specific recommendation regarding the transfer of any land necessary to accommodate the proposed expansion of the court.

Mr. Koenig assured members that staff would work closely with the project engineer, project architect, representatives from the State of Delaware, and the Dover Police Department to design a project that would meet the needs of the Court while addressing any operational concerns of the Dover Police Department, since they are the adjoining property owner.

Staff recommended that the City Manager be authorized to become a co-applicant, along with the State of Delaware, on a site plan application to expand JP Court 7 and 16 located at the intersection of Bank Lane and West Street. Once the amount of land necessary to accommodate the proposed expansion is known, the City Manager would return to the Committee with a recommendation regarding the disposal of City property necessary to accommodate the proposed expansion.

Responding to Mr. Anderson, Mr. Koenig confirmed that the State of Delaware would be bearing all costs associated with this matter.

Mr. Hutchison questioned if staff had considered the open space adjacent to the Police Station on the southwest corner. Responding, Mr. Koenig stated that there had not been any recent discussions; however, he felt that the JP Court 7 and 16 expansion may reignite that interest. Mr. Hutchison advised members that approximately 50 people work in JP Court 7 and 16 and noted the convenience of the Court's location for police officers due to its close proximity to the Police Station. He urged members to support the request and approve staff's recommendation. Due to his wife's employment at the Court, he advised members that he would not be voting on this issue.

The Committee recommended approval of staff's recommendation authorizing the City Manager to become a co-applicant, along with the State of Delaware, on a site plan application to expand JP Court 7 and 16 located at the intersection of Bank Lane and West Street; once the amount of land necessary to accommodate the proposed expansion is known, the City Manager will return to the Committee with a recommendation regarding the disposal of City property necessary to accommodate the proposed expansion.

**By consent agenda, Mr. Hare moved for approval of the Committee's recommendation, seconded by Mrs. Williams and carried by a unanimous roll call vote (Anderson and Bonar absent).**

**Mr. Lynn moved for acceptance of the Legislative, Finance, and Administration Committee Report, seconded by Mr. Dixon and unanimously carried.**

**MONTHLY REPORTS - JANUARY 2013**

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

Budget
Chief of Police
City Assessor
City Manager
City Planner
Dover Fire Department
Economic Development Office

**SETTING OF PROPERTY ASSESSMENT APPEALS**

Ms. Cheryl Russell, City Assessor, requested that the dates and times for the 2013 Property Assessment Appeals be established, as follows:

May 20, 2013 – May 24, 2013 9:00 A.M. until 4:00 P.M.
May 28, 2013 – May 31, 2013 9:00 A.M. until 4:00 P.M. (if needed)
One evening – if needed

Ms. Russell noted that an evening time would be scheduled if necessary and that the hearing times would be subject to change.

**Mrs. Williams moved for approval of the dates and times for the 2013 Property Assessment Appeals, as requested by staff. The motion was seconded by Mr. Hutchison and unanimously carried.**

**EVALUATION OF BIDS - CANNON MILL PAVING IMPROVEMENTS PROGRAM**
***(TABLED BY CITY COUNCIL DURING THEIR REGULAR MEETING OF FEBRUARY 25, 2013)***

Mr. Scott Koenig, City Manager, submitted a request to defer action on the evaluation of bids for the Cannon Mill Paving Improvements Program. Due to discussion at the last Regular Council Meeting in regard to the Letter of Credit for the Village of Cannon Mill, staff was seeking further action on the Letter of Credit for the Village of Cannon Mill; therefore, the dedication of rights-of-way and utilities for the Village of Cannon Mill - Phase I was deferred until the Regular Council Meeting of March 25, 2013 (see Agenda Item #7B(b-1). As a result, he noted that action on the paving contract bids for the Village of Cannon Mill should also be delayed until March 25, 2013.

Council President Leary noted that this matter was previously tabled by City Council during their Regular Meeting of February 25, 2013. He reminded members that the dedication of rights-of-way and utilities for Village of Cannon Mill - Phase I had been deferred by City Council earlier in the meeting (see Agenda Item #7-B) and that if Council took no action, the matter would remain on the table.

Mr. Dixon moved to remove the matter from the table. The motion failed due to the lack of a second.

**EVALUATION OF BIDS - CHANGE ORDER FOR NRG SANITARY SEWER UPGRADE**

Mr. Scott Koenig, City Manager, reminded members that the NRG Sanitary Sewer Upgrade Project was approved by City Council on October 22, 2012 and that the project began in earnest in late January 2013. He advised members that the contractor, Tri-State Grouting, LLC, had submitted a change order request due to significant unforeseen challenges that had been experienced, which needed to be addressed in order to accomplish the project assigned to them by the City of Dover. He explained the issues encountered on this project included in the change order, as well as the costs associated, as follows:

| ISSUE | DESCRIPTION | COST |
|---|---|---|
| Additional Joints to be Rehabilitated | Original plan called for one joint to be repaired, due to the large volume of flow in pipe, original video could not detect additional issues. | $3,000 |
| Increase in Pump Size | To repair this sanitary sewer main, a bypass pump system was to be installed by the contractor, they were told to bypass a six-inch (6") pipe and a fifteen (15") pipe, actual field conditions merited bypassing two (2) fifteen-inch (15") pipes. | $3,000 |
| Topsoil and Seed Sinkhole | Due to the infiltration, a sink hole has been created on this site. The bid documents did not call out for site restoration if the non-evasive rehabilitation option was chosen (Tri-State Grouting proposed relining). | $1,250 |
| Contractor Lost Time | An additional infiltration point was identified in the pipe after the pipe was bypassed. This was not identified because of the volume of flow in the pipe when the original video survey was conducted. The contractor had their labor and sub-contractors on site to and scheduled to work that week to finalize the liner. Due to the new leak, the work could not be accomplished. The warranty on the liner would be voided had they proceeded. | $26,427 |

| | | |
|---|---|---|
| Well Pointing | In an effort to stop the infiltration long enough to install the relining material to a dry surface, the contractor has proposed well pointing the perimeter of the existing sanitary sewer main. This method has been approved by staff on a technical basis. | $14,445 |
| Infiltration Patch | To properly stop the infiltration and reassure that the relining material will not fail, a point repair was proposed for the infiltration location within the pipe. | $3,800 |
| Heavy Cleaning of Sewer Main | Due to the infiltration, a large amount of sediment has built up inside the sewer main, properly cleaning the main will assure a proper installation of the relining material. | $5,400 |
| | **TOTAL CHANGE ORDER COST** | **$57,622** |

Staff recommended approval of change order request, submitted by Tri-State Grouting, LLC, in the amount of $57,622. Mr. Koenig noted that the original approved bid was $105,500 and that the amount budgeted for this project was $175,000; therefore, the additional change order request, in the amount of $57,622, was within the budget.

In response to Mrs. Williams, Mr. Koenig stated that although the issues encountered were not due to the recent storms, some of them were caused by the seasonal weather, such as elevated ground water conditions.

Responding to Mr. Perza, Mr. Koenig stated that if Council did not approve the change order, Tri-State Grouting would not move forward with the rehabilitation of this segment and the pipe would continue to deteriorate. Once that occurred, it could not be relined, but would require replacement, which was a higher cost than the original bid. He concurred that if action were not taken to approve the change order, it would ultimately cost the City more money for repairs/replacement as well as operations, since ground water was entering the sanitary sewer lines at this time.

**Mr. Hutchison moved for approval of staff's recommendation to approve the change order request submitted by Tri-State Grouting, LLC, in the amount of $57,622. The motion was seconded by Mrs. Williams and carried by a unanimous roll call vote (Anderson and Bonar absent).**

**EVALUATION OF BIDS - MOWING CONTRACT**

Members were advised that the City of Dover had been evaluating services performed by the City that could be privatized. Due to resignations and retirements within the Grounds Division of the Department of Public Works, as well as the need to avoid high employee and worker's compensation costs, the contracting out of some of the mowing services had been reviewed by the Department. The areas under consideration consisted primarily of those that require a considerable amount of staff time invested, particularly in the mobilization which can require as much, if not more, time as the work itself.

Mr. Scott Koenig, City Manager, indicated that staff contacted Priority Services, LLC, the company which currently holds the State mowing contract. He noted that staff had provided members with an extensive display of the locations of the mowing areas as well as a spreadsheet depicting the cost savings with contracting the services. He stated that staff had suggested that the privatization method be pursued, evaluated, and that staff subsequently make a recommendation as to whether this service should be a privatization measure or if the City should hire staff.

Mr. Koenig stated that Priority Services submitted prices for the locations identified and noted that they would maintain the prices throughout the mowing season rather than just the current fiscal year. He stated that $10,000 was currently available within the Grounds Division's operating budget and savings had also been realized due to staff shortages. In addition, he noted that the line item budget for this work had been submitted to be increased to cover annualized costs, which was offset by staffing reductions.

Staff recommended awarding a mowing contract to Priority Services, LLC in the amount of $32,820 for the 2013 calendar year mowing season.

Responding to Mr. Perza, Mr. Koenig stated that prices had been presented as fixed costs for each location; therefore, should there be a substantial increase in fuel prices, the costs provided by Priority Services would not be affected. He explained that the 2013 calendar year mowing season would begin in early April and extend through October.

**Mr. Hare moved for approval of staff's recommendation, seconded by Mr. Hutchison and carried by a unanimous roll call vote (Anderson and Bonar absent).**

**FINAL READING - PROPOSED ORDINANCE #2013-03**

The First Reading of the proposed ordinance was accomplished during the Council Meeting of February 25, 2013.

Staff Substitute #1 for Ordinance #2013-03 - Amending Chapter 22 - Buildings and Building Regulations, Article XII - Vacant Buildings

Mrs. Ann Marie Townshend, Director of Planning and Community Development, reviewed Staff Substitute #1 for Ordinance #2013-03 amending Chapter 22 - Buildings and Building Regulations, Article XII - Vacant Building. She reminded members that the proposed Ordinance was primarily for "housekeeping" and would improve the administration of the Vacant Building Ordinance. In addition, she stated that it would set separate, increased fees for vacant commercial properties greater than or equal to 10,000 S.F. in floor area.

**Mr. Hare moved that the Final Reading of the proposed ordinance be acknowledged by title only, seconded by Mr. Hutchison and unanimously carried.**

**Mr. Lynn moved for adoption of Staff Substitute #1 for Ordinance #2013-03. The motion was seconded by Mr. Hare and by a unanimous roll call vote (Anderson and Bonar absent), Council adopted Ordinance #2013-03** ***(Exhibit #4).***

**COUNCIL MEMBERS ANNOUNCEMENTS**

Mrs. Ann Marie Townshend, Director of Planning and Community Development, reminded members that during the last Council Meeting, Council President Leary announced that she was organizing a 5K run/walk to benefit the Juvenile Diabetes Research Foundation on Saturday, March 9, 2013. At that same meeting, Mr. Hutchison announced that the Dover Little League was getting ready to start the 2013 baseball season and encouraged members of Council to make a donation to the Dover Little League. Mrs. Townshend stated that Council President Leary responded with a challenge to Mr. Hutchison to participate in the 5K run/walk and that he would then make a contribution to the Dover Little League. Mrs. Townshend announced that the 5K event held during this past Saturday was a tremendous success. She indicated that both Council President Leary and Mr. Hutchison participated in the event and that other members of Council participated in other ways, including Lynn, May, and Perza, PA and Mr. Hare, who provided T-shirts and a banner through *Always Advertising*. Mrs. Townshend noted that Clerk's Office staff members Ms. Melanie Kelsall, Ms. Jody Stein, and Mrs. Traci McDowell were instrumental volunteers. Since not everyone remained for the award presentation at the event, she presented the award for 2nd Place finisher in the Male Category for age 60-69 to Council President Leary. As promised, Council President Leary provided his contribution to the Dover Little League to Mr. Hutchison.

Council President Leary announced that the St. Patrick's Day Parade would be held on Saturday, March 16, 2013, at 2:00 p.m. and encouraged all to participate.

**By unanimous consent, the meeting adjourned at 8:35 P.M.**

TRACI A. McDOWELL
CITY CLERK

All orders, ordinances, and resolutions adopted by City Council during their Regular Meeting of March 11, 2013, are hereby approved.

CARLETON E. CAREY, SR.
MAYOR

/TM/jg
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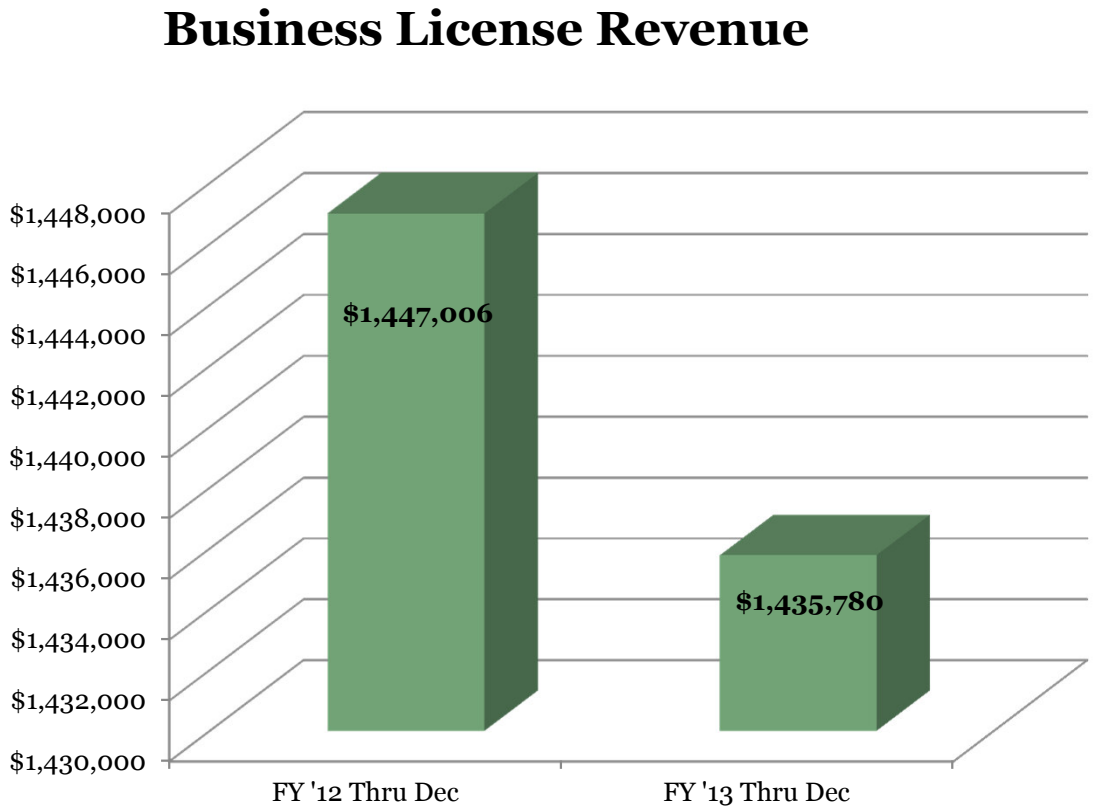
*Exhibits Attached to Original Minutes and File Copy*
*Exhibit #1 - Presentation - Planning, Inspections, and Recreation 2012 Annual Report*
*Exhibit #2 - Ordinance #2013-01 Amending Appendix B, Article 3, Section 22-Airport Environs Overlay Zone (AEOZ)*
*Exhibit #3 - Ordinance #2013-02, Amending the Zoning Ordinance and Zoning Map of the City of Dover*
*Exhibit #4 - Ordinance #2013-03, Amending Chapter 22, Article XII-Vacant Buildings*

# Planning, Inspections & Recreation 2012 Annual Report

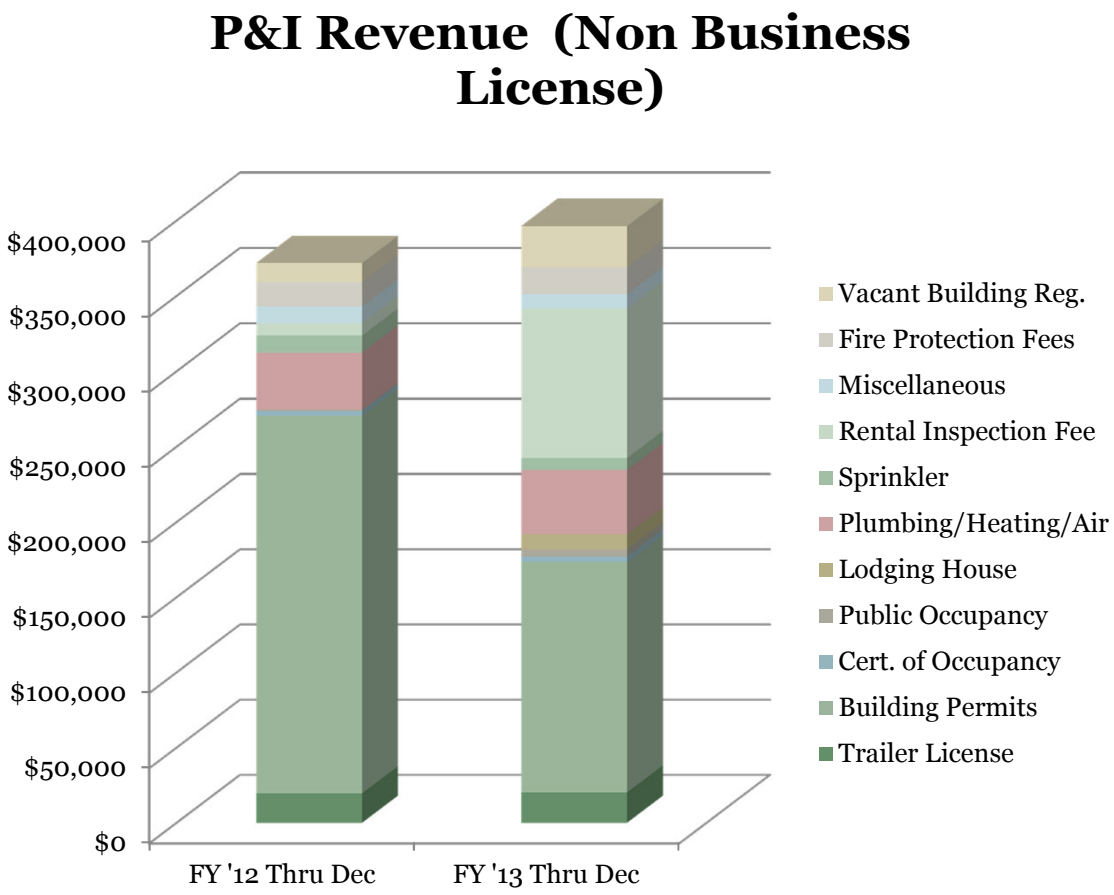
Dover City Council Meeting
March 11, 2013

**EXHIBIT #1**
Regular Council Meeting of 03/11/2013

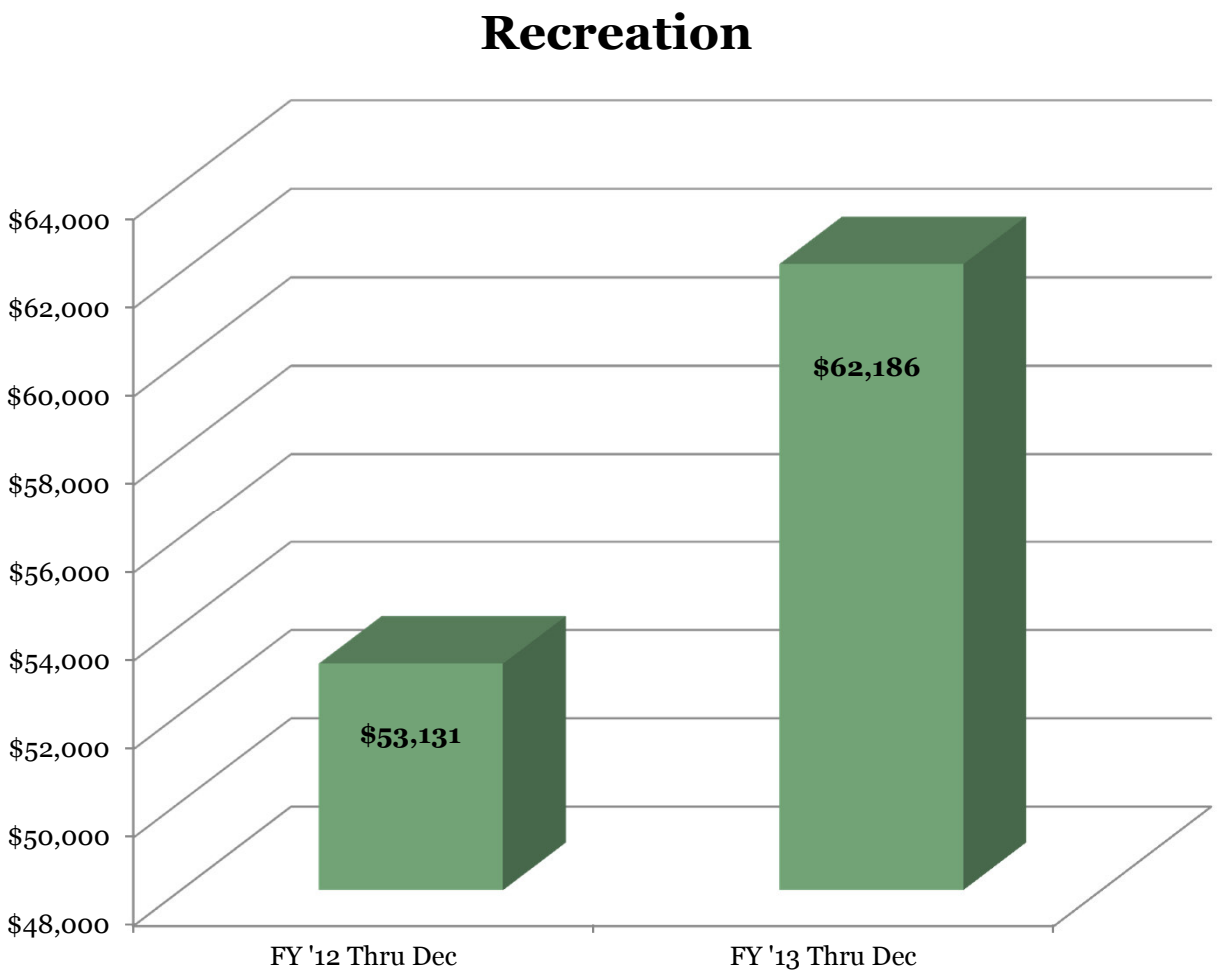
| | FY '11 | FY '12 | FY '13 Budget |
|---|---|---|---|
| Revenue Stream | | | |
| Business License | $1,467,382 | $1,460,612 | $1,455,000 |
| Trailer License | $24,148 | $23,580 | $23,000 |
| Building Permits | $413,220 | $761,991 | $400,000 |
| Cert. of Occupancy | $12,505 | $6,260 | $9,000 |
| Public Occupancy | $10,490 | $10,304 | $9,000 |
| Lodging House | $11,900 | $13,211 | $12,000 |
| Plumbing/Heating/Air | $70,860 | $79,627 | $70,000 |
| Sprinkler | $15,108 | $19,846 | $25,000 |
| Rental Inspection Fee | $325,407 | $340,707 | $325,000 |
| Miscellaneous | $28,344 | $21,861 | $25,000 |
| Fire Protection Fees | $5,015 | $31,565 | $30,300 |
| Vacant Building Reg. | $32,983 | $38,688 | $15,000 |
| Total P&I Revenue | $2,417,363 | $2,769,564 | $2,398,300 |
| Recreation | | $112,480 | $130,000 |




- At mid-year, $11,226 less than mid year FY 12
- FY 13 Projection $5,000 less than FY 12

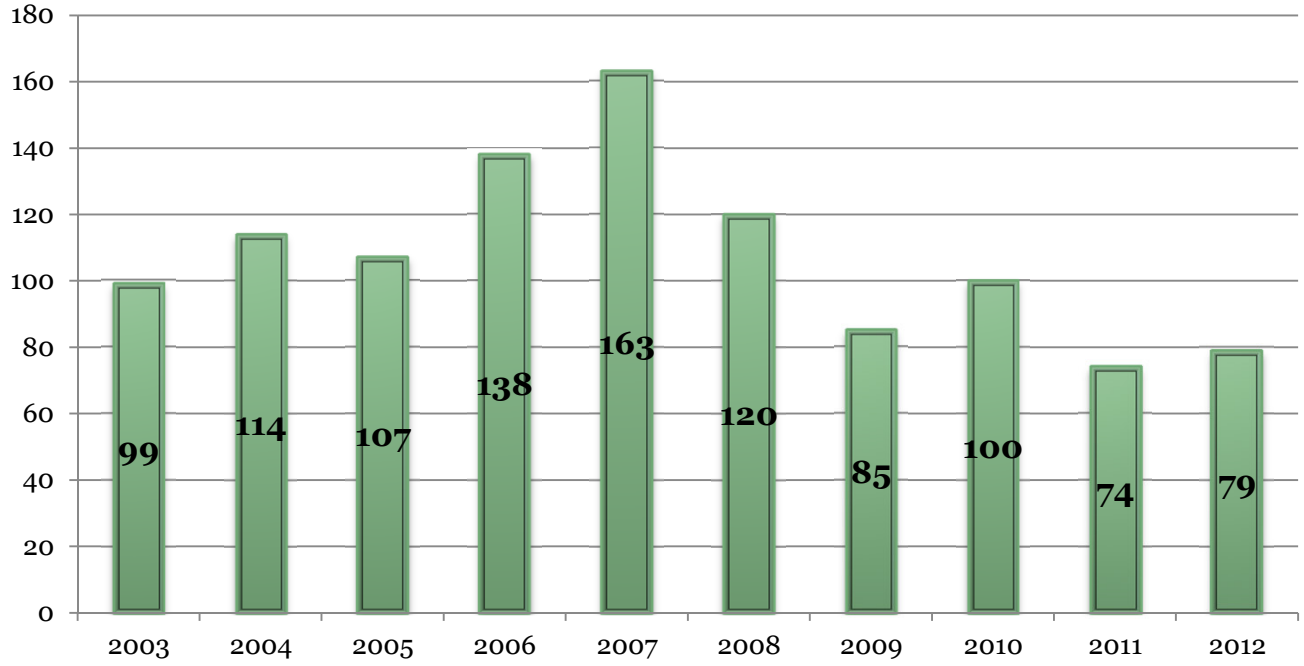



- At mid-year, Building Permits $98,000 less than mid year FY 12
- FY 12 Rental renewals not processed until Jan.




- At mid-year, $9,000 more than mid year FY 12

# Planning Application Volume 2003-2012














Capital School District
The New DOVER HIGH SCHOOL
Dover, Delaware | January, 2013
hord | coplan | macht
BECKER MORGAN GROUP
ARCHITECTURE ENGINEERING
ABHA architects


W LEASING
921 734-8344

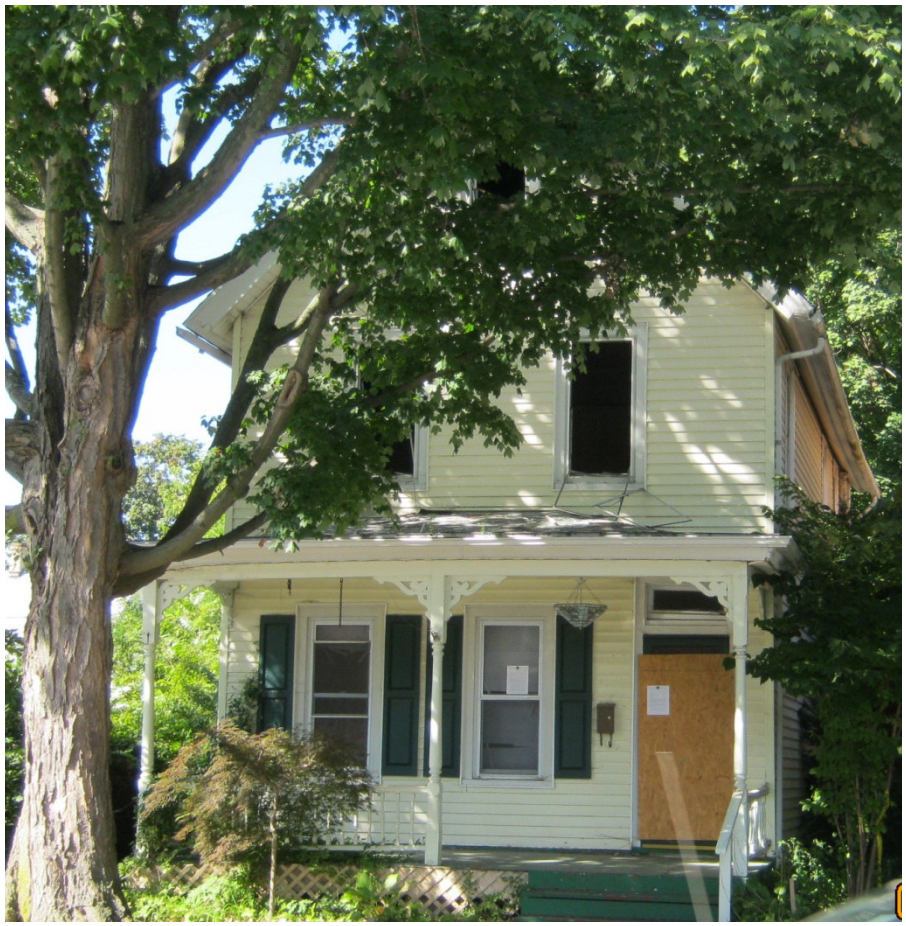

Bayard




DANGER
KEEP BACK
DEEP
EXCAVATION
DANGER
HARD HAT
AREA



# Vacant and Dangerous Buildings



**Demolished by the City of Dover:**
423 Collins Drive
41 S Queen Street
118 N Ann Avenue
14 S Queen Street
171 Orchard Avenue

**Demolished or Repaired by Owner**
344 West Wind Drive
357, 361, 365, 408 Northdown Drive

**During CY 2012**
366 Registered Vacant buildings
$28,750 in Revenue

# Recreation Highlights

- Under one roof – Staff moved to the Pitts Center in October
- Community Service
  - Challenger Sports Programs
  - Fill the Sleigh Events – DelDOT and City of Dover
  - Pitts Goes Pink!
- Improved Outreach
  - Facebook – “City of Dover Recreation”
  - Monthly Flyers to Schools

# Challenger Football








# Challenger Basketball





# Pitts Goes Pink!

**$228 Raised for Delaware Breast Cancer Coalition!**

DELAWARE BREAST CANCER COALITION

**Board of Trustees**

**President**
Linda Powell
**1st Vice President**
Patricia Key
**2nd Vice President**
Stacey Bacchieri
**Treasurer**
Nancy Froome
**Secretary**
Ciro Poppiti III, Esq.

Ernest J. Baptiste
Nancy F. Blumberg, CPA/PFS, CFP®
Susan Chinnici
Kathrina Chua, MD
Gary Custis
Clara Higgins, DO
Nanci Mayer-Mihalski

December 13, 2012

City of Dover
Parks & Recreation
PO Box 475
Dover, DE 19903-0475

Dear Friends:

On behalf of the Board of Trustees, staff and volunteers of the Delaware Breast Cancer Coalition, and the thousands of people we serve, thank you for partnering with DBCC in the life-saving fight against breast cancer.

Your contribution through the Pitts Center Goes Pink event of $228 enables us to fulfill our mission, to lead the fight against breast cancer in our community, and ***to meet the needs of those we serve!***

Partnerships enable DBCC to enhance and expand the life-saving programs of awareness, education, outreach, and support services that serve to facilitate the early

# A peek into our numbers….

- **50,754** patrons & visitors were recorded in the Pitts Center
- **4,000** (approx.) participated in our softball, field hockey, lacrosse and volleyball leagues
- **$112,500** Total FY12 revenues
  - $60,000 Leagues
  - $20,000 General Recreation
  - $18,000 Field/Building Rentals
  - $ 7,300 Trips
  - $ 7,200 Sports



- **35** Children served in Towne Point After School Program
- **124** Children participated in Super Summer Playground and Camp Small Wonder
- **371** People participated in non-league sports
- **235** People attended fishing and bus trips
- **5,357** People attended the Concerts on the Green
- **130** People attended enrichment programs
- **431** People attended fitness programs

# Professional Leadership



- Tracey Harvey
  - Regional NAHRO Board Secretary
  - NCALL Board of Commissioners
- Dawn Melson-Williams
  - Outgoing Secretary – Delaware APA Chapter
- Janelle Cornwell
  - Incoming Secretary – Delaware APA Chapter
- Ann Marie Townshend
  - Vice President/President Elect – Delaware APA Chapter

# Tim Mullaney Graduates from the Police Academy!



State of Delaware

Delaware Council on Police Training

Hereby awards the

Minimum Standards Basic Certificate

to

Timothy P. Mullaney

For having successfully completed the courses in training and education as required by Title 11, Delaware Code - Chapter 84.

Certified this twenty fourth day of May Two thousand and twelve

Chairman
Council on Police Training

4723
Certificate No.

Cpt P Watson
Director of Training



# Looking Ahead – Priorities for 2013

- Garrison Energy Center
- Dover High School – Pedestrian Access
- Plan for Schutte Park Field Expansion
- Capital City Trail
- Continued Updates to *Zoning Ordinance*
- Evaluation of Historic District
- Improved Summer Camp Offerings
- Wellness Focus in Planning and Recreation

CITY OF DOVER
ORDINANCE #2013-01

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

That Appendix B – Zoning, Article 3 – District Regulations, Section 22 Airport Environs Overlay Zone (AEOZ) be amended to read as follows:

Section 22. Airport environs overlay zone (AEOZ).

22.1 Purpose and intent.

The airport environs overlay zone (AEOZ) is expressly intended to protect the public health, safety, and welfare by identifying areas impacted by high levels of aircraft noise, and the potential for aircraft accidents associated with airport operations, by regulating land use and the construction of buildings within such areas. The AEOZ is further intended to preserve and promote the integrity of the mission of Dover Air Force Base (DAFB) as a matter of local, regional and national importance, by regulating development and land use within the specific areas surrounding DAFB, and to protect DAFB from encroachment of incompatible land uses. The AEOZ shall serve as an overlay zone that applies additional standards and requirements to properties located therein.

(a) The AEOZ is based on information provided by the Dover Air Force Base's Air Installation Compatible Use Zone Study Update. The City shall work with the Dover Air Force Base to update the provisions of this section as needed.
(b) In case of conflicting standards and requirements, the more stringent standards and requirements shall apply. Uses prohibited by the underlying zoning designations of the properties within the AEOZ shall not be permitted by this section.

22.2 Definitions.

(a) Air installations compatible use zones (AICUZ)**:** is a department of defense program to achieve compatibility between air installations and neighboring communities.

(b) Airport environs**:** is the geographic area that is affected by airport air traffic operations and defined on the basis of those areas immediately impacted by aircraft noise of the 65 decibels (dBs) and greater noise exposure areas as delineated by the current and approved DAFB air compatibility use zone study. This area is represented as the airport environs overlay zone (AEOZ).

(c) Day-night average A-weighted sound level (DNL)**:** is a cumulative aircraft noise index which estimates the exposure to aircraft noise and relates the estimated exposure to an expected community response; a 24-hour energy average sound level expressed in decibels (dBs), with a ten-decibel penalty applied to noise occurring between 10:00 p.m. and 7:00 a.m.

(d) DNL contour**:** is an isoline linking together a series of points of equal cumulative noise exposure based on Ldn metric. Such contours are developed based on aircraft flight patterns, number of daily aircraft operations by type of aircraft and time of day, noise characteristics of each aircraft, and typical runway usage patterns.

(e) Decibel (dB) **:** is a unit of measure of sound pressure or intensity.

(f) Ldn metric**:** is the average equivalent A-weighted sound level during a 24-hour day, obtained by adding ten decibels to the hourly noise levels measured during the night (10:00 p.m. to 7:00 a.m.).

(g) SLUCM: Standard Land Use Coding Manual, U.S. Department of Transportation.

22.3 Accident potential zones and noise zones. The AEOZ is comprised of two basic regulatory components: accident potential zones and noise zones. This section establishes three accident potential zones and four noise zones. The boundaries of each of these zones are delineated on the City of Dover zoning map and are further described as follows:

(a) Accident potential zones:

(1) Clear zone (CZ) is that area immediately adjoining the end of a runway and which extends outward from the edge of the runway a distance of 3,000 feet and which is 3,000 feet in width (1,500 feet to either side of the centerline of the airport runway);

(2) Accident potential zone I (APZ I) is that area immediately adjoining the outer edge of the CZ and which extends outward from the boundary of the CZ a distance of 5,000 feet, and which is 3,000 feet in width; and

(3) Accident potential zone II (APZ II) is that area immediately adjoining the outer edge of the APZ I and which extends outward from the boundary of the APZ I a distance of 7,000 feet, and which is 3,000 feet in width.

(b) Noise zones:

(1) Noise zone A (DNL A) is that area within and bounded by DNL contour lines of between 65 decibels and 69 decibels of noise pressure.

(2) Noise zone B (DNL B) is that area within and bounded by DNL contour lines of between 70 decibels and 74 decibels of noise pressure.

(3) Noise zone C (DNL C) is that area within and bounded by DNL contour lines of between 75 decibels and 79 decibels of noise pressure.

(4) Noise zone D (DNL D) is that area within and bounded by DNL contour lines of 80 decibels and subject to noise pressure of 80 decibels and greater.

22.4 Exemptions. The following uses and structures are exempt from compliance with the provisions of this section:

(a) Additions to existing one-family dwellings. Additions to existing one-family dwellings may be permitted when all other applicable zoning district bulk requirements are met.

(b) Additions to existing non-residential buildings.

(1) Additions to existing non-residential buildings designed for human occupation shall be limited to a maximum increase of 50% of the floor area.

(2) Additions to existing non-residential buildings designed for storage, warehousing and other uses not designed or intended for human occupancy as a primary use are unlimited in floor area.

(c) Temporary uses. Temporary uses which include but are not limited to public gatherings, celebrations and outdoor entertainment events are permitted, so long as the period of operation does not exceed five days.

(d) Temporary structures. Temporary buildings and structures such as tents, pavilions, bleachers, etc., that are not used for residential purposes, and which meet said applicable requirements as contained within this zoning ordinance appendix are permitted, so long as such uses and associated structures are constructed incidental to a permitted use.

(e) Accessory uses and structures. Accessory uses and structures incidental to a permitted principal structure or use.

22.5 Land use and development standards. Any building or portion thereof constructed or placed within the AEOZ shall comply with the following standards:

(a) Unless specifically exempted under subsection 22.4 above, land uses shall be permitted or prohibited in accordance with subsection 22.6, land use compatibility table.

(b) Proposed structures situated within noise zones A through D shall be constructed with noise attenuation features to achieve the minimum interior noise level reductions specified by building type in subsection 22.6, land use compatibility table.

(c) In APZ I and APZ II, no structure may be erected over 60 feet in height, regardless of zoning district bulk regulations of the individual zoning district.

(d) All building permit applications for construction of new buildings or building additions not exempted under section 22.4, within AEOZ shall be accompanied by a written statement from a licensed architect or engineer, which lists all construction materials to be used and the resultant interior noise level reductions to be achieved. The written analysis provided by the engineer or architect shall demonstrate that the proposed construction will achieve compliance with the minimum required interior noise level reductions specified in subsection 22.6, land use compatibility table.

22.6 Land use compatibility table.

TABLE INSET:

| **Land Use Compatibility Table** | | **Accident Potential Zones** | | | **Noise Zones in DNL dBA** | | | |
|---|---|---|---|---|---|---|---|---|
| **SLUCM No.** | **Name** | **Clear Zone** | **APZ I** | **APZ II** | **A 65-69** | **B 70-74** | **C 75-79** | **D 80+** |
| **10** | **Residential** | | | | | | | |
| 11 | Household units | | | | | | | |
| 11.11 | Single units; detached | N | N | Y5, 12 | Y1,12 | Y2 | N | N |
| 11.12 | Single units; semidetached and attached | N | N | N | Y1 | Y2 | N | N |
| 11.31 | Apartments | N | N | N | Y1 | Y2 | N | N |
| 12 | Group quarters | N | N | N | Y1 | Y2 | N | N |
| 13 | Residential hotels | N | N | N | Y1 | Y2 | N | N |
| 14 | Mobile home parks or courts | N | N | N | N | N | N | N |
| 15 | Transient lodgings | N | N | N | Y1 | Y2 | Y5 | N |
| 16 | Other residential | N | N | N | Y1 | Y2 | N | N |
| **20** | **Manufacturing** | | | | | | | |
| 21 | Food & kindred products; manufacturing | N | N | Y | Y1 | Y2 | Y3 | Y4 |
| 22 | Textile mill products; manufacturing | N | N | Y | Y1 | Y2 | Y3 | Y4 |
| 23 | Apparel and other finished products made from fabrics, leather, and similar materials; manufacturing | N | N | N | Y1 | Y2 | Y3 | Y4 |
| 24 | Lumber and wood products (except furniture); manufacturing | N | Y5,9 | Y | Y1 | Y2 | Y3 | Y4 |
| 25 | Furniture and fixtures; manufacturing | N | Y5,9 | Y | Y1 | Y2 | Y3 | Y4 |
| 26 | Paper & allied products; manufacturing | N | Y5,9 | Y | Y1 | Y2 | Y3 | Y4 |
| 27 | Printing, publishing, and allied industries | N | Y5,9 | Y | Y1 | Y2 | Y3 | Y4 |
| 28 | Chemicals and allied products; manufacturing | N | N | N | Y1 | Y2 | Y3 | Y4 |
| 29 | Petroleum refining and related industries | N | N | Y | Y1 | Y2 | Y3 | Y4 |
| **30** | **Manufacturing** | | | | | | | |
| 31 | Rubber and misc. plastic products, manufacturing | N | N | N | Y1 | Y2 | Y3 | Y4 |
| 32 | Stone, clay and glass products manufacturing | N | N | Y | Y1 | Y2 | Y3 | Y4 |
| 33 | Primary metal industries | N | N | Y | Y1 | Y2 | Y3 | Y4 |
| 34 | Fabricated metal products; | N | N | Y | Y1 | Y2 | Y3 | Y4 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | manufacturing | | | | | | | |
| 35 | Professional, scientific, and controlling instruments; photographic and optical goods; watches and clocks manufacturing | N | N | N | Y1 | Y2 | Y3 | N |
| 39 | Miscellaneous manufacturing | N | Y5,9 | Y5,9 | Y1 | Y2 | Y3 | Y4 |
| 40 | **Transportation, Communications and Utilities** | | | | | | | |
| 41 | Railroad, rapid rail transit and street railroad transportation | N | N | Y | Y1 | Y2 | Y3 | Y4 |
| 42 | Motor vehicle transportation | N | Y | Y | Y1 | Y2 | Y3 | Y4 |
| 43 | Aircraft transportation | N | Y10 | Y | Y1 | Y2 | Y3 | Y4 |
| 44 | Marine craft transportation | N | Y10 | Y | Y1 | Y2 | Y3 | Y4 |
| 45 | Highway & street right-of-way | N | Y | Y | Y1 | Y2 | Y3 | Y4 |
| 46 | Automobile parking | N | Y10 | Y | Y1 | Y2 | Y3 | Y4 |
| 47 | Communications | N | Y10 | Y | Y1 | Y2 | Y3 | N |
| 48 | Utilities | N | Y10 | Y | Y1 | Y2 | Y3 | Y4 |
| 49 | Other transportation communications and utilities | N | Y10 | Y | Y1 | Y2 | Y3 | N |
| **50** | **Trade** | | | | | | | |
| 51 | Wholesale trade | N | Y5 | Y | Y1 | Y2 | Y3 | Y4 |
| 52 | Retail trade-building materials, hardware and farm equipment | N | Y5 | Y | Y1 | Y2 | Y3 | Y4 |
| 53 | Retail trade-general merchandise | N | N | Y5 | Y1 | Y2 | Y3 | N |
| 54 | Retail trade-food | N | N | Y5 | Y1 | Y2 | Y3 | N |
| 55 | Retail trade-automotive, marine craft, aircraft and accessories | N | Y5 | Y5 | Y1 | Y2 | Y3 | N |
| 56 | Retail trade-apparel and accessories | N | N | Y5 | Y1 | Y2 | Y3 | N |
| 57 | Retail trade-furniture, home furnishings and equipment | N | N | Y5 | Y1 | Y2 | Y3 | N |
| 58 | Retail trade-eating and drinking establishments | N | N | N | Y1 | Y2 | Y3 | N |
| 59 | Other retail trade | N | N | Y5,9 | Y1 | Y2 | Y3 | N |
| **60** | **Services** | | | | | | | |
| 61 | Finance, insurance and real estate services | N | N | Y5,9 | Y1 | Y2 | Y3 | N |
| 62 | Personal services | N | N | Y5,9 | Y1 | Y2 | Y3 | N |
| 62.4 | Cemeteries | N | N | Y11 | Y1 | Y2 | Y3 | N |
| 63 | Business services | N | Y5,9 | Y5,9 | Y1 | Y2 | Y3 | N |
| 64 | Repair services | N | Y5,9 | Y | Y1 | Y2 | Y3 | Y4 |
| 65 | Professional services | N | N | Y5,9 | Y1 | Y2 | Y3 | N |
| 65.1 | Hospitals, nursing homes | N | N | N | Y1 | Y2 | N | N |
| 65.1 | Other medical facilities | N | N | N | Y1 | Y2 | Y3 | N |
| 66 | Contract construction services | N | Y5,9 | Y | Y1 | Y2 | Y3 | N |
| 67 | Governmental services | N | N | Y5,9 | Y1 | Y2 | Y3 | N |
| 68 | Educational services | N | N | N | Y1 | Y2 | N | N |
| 69 | Miscellaneous services | N | N | Y5 | Y1 | Y2 | Y3 | N |
| **70** | **Cultural, Entertainment and Recreational** | | | | | | | |
| 71 | Cultural activities (including churches) | N | N | N | Y1 | Y2 | N | N |
| 71.2 | Nature exhibits | N | N | Y | Y1 | N | N | N |
| 72 | Public assembly | N | N | N | Y1 | N | N | N |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 72.1 | Auditoriums, concert halls | N | N | N | Y1 | Y2 | N | N |
| 72.11 | Outdoor music shell, amphitheaters | N | N | N | N | N | N | N |
| 72.2 | Outdoor sports arenas, spectator sports | N | N | N | Y6 | Y6 | N | N |
| 73 | Amusements | N | N | Y9 | Y1 | Y2 | N | N |
| 74 | Recreational activities (including golf courses, riding stables, water recreation) | N | N | Y | Y | Y | N | N |
| 75 | Resorts and group camps | N | N | N | Y1 | Y2 | N | N |
| 76 | Parks | N | Y9 | Y9 | Y | Y | N | N |
| 79 | Other cultural, entertainment and recreation | N | N | N | Y2 | Y3 | N | N |
| **80** | **Resources Production and Extraction** | | | | | | | |
| 81 | Agriculture (except livestock) | Y8 | Y | Y | Y7 | Y7 | Y8 | Y8 |
| 81.5 to 81.7 | Livestock farming and animal breeding | N | Y | Y | Y7 | Y7 | N | N |
| 82 | Agricultural related activities | N | Y | Y | Y7 | Y7 | N | N |
| 83 | Forestry activities and related services | N | Y | Y | Y7 | Y7 | N | N |
| 84 | Fishing activities and related services | N | N | N | N | N | N | N |
| N | Mining activities and related services | N | N | N | N | N | N | N |
| 89 | Other resources production and extraction | N | N | N | N | N | N | N |

Y - (Yes) - Land use and related structures are compatible without restriction.
N - (No) - Land use and related structures are not compatible and are prohibited.
Yx - (yes with restrictions) - Land use and related structures generally compatible; see notes 1-12.
NLR - (Noise Level Reduction) - NLR (outdoor to indoor) to be achieved through incorporation of noise attenuation measures into the design and construction of the structures.

NOTES

1. Require NLR of 25dB for DNL A.
2. Require NLR of 30dB for DNL B.
3. Require NLR of 35dB for DNL C.
4. Require NLR of 40dB for DNL D.
5. Require NLR of noise zone and building location and site planning, and design and use of berms and barriers can help mitigate outdoor exposure, particularly from near ground level sources. Measures that reduce outdoor noise should be used whenever practical in preference to measures which only protect interior spaces.
6. Require NLR of noise zone and special sound reinforcement systems are installed.
7. Associated residential uses require NLR of noise zone.
8. Structures are not permitted and personnel should wear hearing protection devices.
9. Facilities shall be low intensity.
10. No Passenger terminals and no major aboveground transmission lines in APZ I.
11. Excludes chapels.
12. Maximum density of 1 dwelling unit per acre.

22.7 Design standards.

(a) All buildings and structures to be constructed or placed within the AEOZ shall be situated on the portion of the lot that affords the least noise impact to the proposed building or structure, wherever and whenever practicable. Buildings and structures shall be designed and oriented to minimize exposure to the noise source and should take maximum advantage of existing physical features to minimize noise impact. Windows, doors and other building openings shall be located the greatest possible distance away from the noise source.

(b) Landscape buffer plantings and related screening material shall be used whenever practicable to deflect noise away from areas intended for human habitation.

22.8 Prohibited uses. In addition to uses prohibited by subsection 22.6, land use compatibility table, the following activities are prohibited within the CZ, APZ I and APZ II zones of the AEOZ, including, but not limited to:

(a) Storage of explosives;
(b) Hazardous or toxic materials/waste;
(c) Aboveground transmission lines;
(d) Uses that release into the air any substance which would impair visibility or otherwise interfere with the operation of aircraft (dust, smoke, etc.);
(e) Uses that produce light emission, direct or indirect, which would interfere with pilot vision;
(f) And uses that attract birds or water fowl, such as, but not limited to, landfills, wastewater treatment facilities, and associated settling ponds, artificial marshes, dredge spoil materials, sand and gravel dredging operations and open fish farming.

ADOPTED: MARCH 11, 2013

CITY OF DOVER
ORDINANCE #2013-02

AN ORDINANCE AMENDING THE ZONING ORDINANCE AND ZONING MAP OF THE CITY OF DOVER BY CHANGING THE BOUNDARY OF THE AIRPORT ENVIRONS OVERLAY ZONE IN ACCORDANCE WITH THE 2010 AICUZ STUDY PUBLISHED BY THE DOVER AIR FORCE BASE.

WHEREAS, the City of Dover adopted the Airport Environs Overlay Zone (AEOZ) in 2001 to protect the public health, safety, and welfare by identifying areas impacted by high levels of aircraft noise, and the potential for aircraft accidents associated with airport operations, by regulating land use and the construction of buildings within such areas; and to preserve and promote the integrity of the mission of Dover Air Force Base (DAFB) as a matter of local, regional and national importance, by regulating development and land use within the specific areas surrounding DAFB, and to protect DAFB from encroachment of incompatible land uses; and

WHEREAS, the Clear Zone, Accident Potential Zones, and Noise Zones identified as the AEOZ on the Zoning Map and in Appendix B – Zoning, Article 3 - District Regulations, Section 22 AEOZ are based upon information provided by the Dover Air Force Base.

WHEREAS, the Dover Air Force Base completed an Air Installation Compatibility Use Zone study in 2010, which changed the noise contours in the noise zones surrounding the Dover Air Force Base, and provided this updated information to the City of Dover; and

WHEREAS, the City of Dover Planning Office notified all affected property owners and held a public workshop on November 8, 2012, to answer any questions that property owners might have regarding the changes to the AEOZ; and

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

1. That from and after the passage and approval of this ordinance the Zoning Map and Zoning Ordinance of the City of Dover is amended by changing the Airport Environs Overlay Zone (AEOZ) in accordance with the map presented to City Council on March 11, 2013 entitled “Airport Environs Overlay Zone (AEOZ) – 2013 Amendments.”

ADOPTED: MARCH 11, 2013

CITY OF DOVER
ORDINANCE #2013-03

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

That Chapter 22 – Buildings and Building Regulations, Article XII – Vacant Buildings be amended to read as follows:

ARTICLE XII. - VACANT BUILDINGS

Sec. 22-400. - Purpose; applicability; definitions.

(a) Purpose. The purpose and intent of this article is to establish a registration and identification program of vacant buildings within the city. Vacant buildings are detrimental to the surrounding buildings and neighborhoods in which they exist. The article is also to ensure the public health, safety and welfare insofar as they are affected by vacant buildings within the city. The health, safety and welfare of the neighborhoods in which vacant buildings are located are of the utmost importance to the city, as is the general community character in which these vacant buildings are located.

(b) Applicability. The provisions of this article shall apply to all matters affecting or relating to vacant buildings. Where, in this article, different sections of this Code may specify different requirements, the most restrictive shall govern.

(c) Definitions. The following words, terms and phrases, when used in this article, shall have the meanings ascribe to them in this subsection, except where the context clearly indicates a different meaning.

(1) Vacant building means a building, structure, or dwelling that has been unoccupied for more than three consecutive months; or a commercial tenant space greater than 10,000 square feet in an otherwise occupied building, that has been left unoccupied for more than three consecutive months.

(2) Actively for sale or lease means the building is being actively marketed through a licensed real estate broker or the owner who is regularly advertising the property in newspapers circulated in and around Dover, it is being offered for sale or lease at a cost of no more than 25 percent over market rate as determined by the city assessor, and the building is in reasonable condition for sale or lease, including but not limited to: no trash has collected inside or outside of the building, the utilities are functional, and it is not being used as storage that is unrelated to the former use.

Sec. 22-401. - Monitoring, inspection and condition standards.

(a) The building inspector shall inspect any premises in the city for the purpose of enforcing and assuring compliance with the provisions of this article. Upon request of the building

inspector, an owner shall provide access to all interior portions of a vacant building in order to permit a complete inspection.

Once a building/structure/unit or residence (hereon after referred to as building) is registered as a vacant building, the vacant building shall be inspected annually for as long as it is considered vacant.

(b) The vacant building shall be secured; the exterior building and premises shall be maintained in accordance with all City of Dover Code requirements.
(c) The vacant building shall be in reasonable condition (all utilities shall be functional, there shall be no trash or debris inside or outside the building and it shall not to be used as storage that is unrelated to the former use).

Sec. 22-402. - Agent—Responsible person required.

(a) Property manager. Any owner of a vacant building, residing outside of the county, shall be required to have a licensed property manager residing or having an office located in the county, or a family member or other designated individual who does not manage any other real estate for a fee and who resides in the county acting as a property manager. The property manager, including family members and designated individuals, shall have charge, care and control of the vacant building, and shall provide access to the vacant building for inspection upon request by the building inspector, within 30 days.
(b) Corporate or partnership owners. Any corporation or partnership owning a vacant building shall have a designated member, partner, or employee having charge, care and control of the vacant building. The designated member, partner or employee shall reside in or have an office located in the county, or shall be required to have a licensed property manager residing or having an office located in the county, or other designated individual who does not manage any other real estate for a fee, and who resides in the county, acting as a property manager. The property manager, or other designated individuals shall have charge, care and control of the vacant building, and shall provide access to the vacant building for inspection, upon request by the building inspector, within 30 days.

Sec. 22-403. - Registration and registration fee.

(a) Registration of building. There are two ways to register the building as vacant.
    (1) The owner shall register with the city not later than 30 days after any building in the city becomes vacant, as defined.

    The registration of the vacant building shall include the site address, the name of the current owner or owners, current address of the owner and of all applicable owners, tax parcel number, proof of insurance on the building, description of the condition of the building, plans for the building (to eliminate the vacancy), the responsible person or agent and their contact information and any other applicable information. If any

information changes the owner is responsible for informing the city of those changes in a timely manner.

(2) The building inspector or his designee, shall investigate any property that may be subject to registration. Based upon his findings, the building inspector may register the property as a vacant building subject to this chapter.

a. Notice of registration. Within five business days of such registration, the licensing and permitting office shall notify the owners of the registered property by certified mail at their last known address according to the records of the city and Kent County.

b. Registration fee.

(i) The annual registration fee shall be paid at the time of registration. If the building inspector registers the building as vacant the fee shall be due not later than 30 days after the building is registered as vacant. The annual registration fee will then be due on the registration anniversary date every year after that as long as it remains vacant. The starting point for counting a building as being vacant will begin on the date of the enactment of this article **[**June 26, 2006].

(ii) The annual fee is as provided for in Appendix F—Fees and Fines.

Sec. 22-404. - Violation and penalties.

(a) If the registration fee is not paid within 30 days of being due, the owner shall be in violation of this article.

(1) A lien can be assessed against the property. Such fees shall be entered in the municipal lien docket as a lien owing the city, and the same may be turned over to the city solicitor for collection.

(2) The fee will be assessed to the parcel's tax bill.

(3) The fee shall be paid in full prior to the transfer of title.

(4) The fee shall be paid in full prior to the issuance of any building permits for the subject building and for any other building that is owned by the owner within the city.

Sec. 22-405. - Exemptions—Types of buildings eligible for exemption status from the registration fee.

(a) The following are exempt from the registration: The building has fire damage. The owner has 90 days to file for a permit to start construction or demolition or it will be determined a vacant property.

(b) The following properties shall be registered as vacant, but they are exempt from the registration fee:

(1) The building is actively being offered for sale or lease for a maximum period of five years. After such time this article will be in effect. Proof of activity shall fall on the owner to provide. See definition.
(2) The owner has obtained a building permit and is progressing in an expedient manner to prepare the premises for occupancy.
(3) The property is in probate or where the owner has entered a long term care facility within six months of the building being vacant.
(4) The property is undergoing currently environmental cleanup or assessment.

(c) Failure to register. If the owner of the property fails to register the property with the City of Dover within thirty (30) days of notification to do so by the City of Dover staff, then the property owner/agent may not be entitled to exemption from the fees.

Sec. 22-406. - Appeals.

(a) Any appeal of the building inspector's decision must be made in writing within 30 days of the decision. The appeal would be heard by the property maintenance code board of appeals.
(b) An appeal of the 25 percent over market rate (from the actively for sale or lease definition) can be considered through an appraisal using accepted appraisal standards to determine market rate. The owner has the option of asking the city tax assessor to perform the appraisal or having one performed (using accepted appraisal standards) at their own expense.

BE IT FURTHER ORDAINED:

That Appendix F – Fees and Fines, Chapter 22 – Buildings and Building Regulations, Article XII – Vacant Buildings, be amended to read as follows:

| *Chapter 22—Buildings and Building Regulations, Article XII—Vacant Buildings* | | | |
|---|---|---|---|
| *Fines not paid within 14 days of the day the fine was issued, including the day the fine was issued, shall be automatically doubled in amount.* | | | |
| Sec. 22-403 | Registration and Registration Fees | | |
| | Subsec. (a)(2)b.(iii) | Registration fee | |
| | Residential buildings and non-residential buildings <10,000 SF | Buildings vacant one year or less; ..... | $250.00 |
| | Residential buildings and non-residential buildings <10,000 SF | Buildings vacant for more than one year but less than two years ..... | $500.00 |
| | Residential buildings and non-residential buildings <10,000 SF | >Buildings vacant for more than two years but less than five years; ..... | $1,000.00 |
| | Residential buildings and non-residential buildings <10,000 SF | Buildings vacant for five years or longer ..... | $2,000.00 |
| | Non-residential buildings ≥ 10,000 SF | Buildings vacant one year or less; ..... | $500.00 |

| | | | |
|---|---|---|---|
| | Non-residential buildings ≥ 10,000 SF | Buildings vacant for more than one year but less than two years ..... | $1,000.00 |
| | Non-residential buildings ≥ 10,000 SF | >Buildings vacant for more than two years but less than five years; ..... | $2,000.00 |
| | Non-residential buildings ≥ 10,000 SF | Buildings vacant for five years or longer ..... | $4,000.00 |

ADOPTED: MARCH 11, 2013

SYNOPSIS

The proposed ordinance is primarily housekeeping and would improve the administration of the Vacant Building Ordinance. In addition, it would set separate, increased fees for vacant commercial properties greater than or equal to 10,000 square feet in floor area.

Actions History

March 11, 2013 - Final Reading by City Council
February 25, 2013 - First Reading by City Council
February 11, 2013 - Reconsidered by the Legislative, Finance, and Administration Committee
January 28, 2013 - Referred to Staff by City Council
January 14, 2013 - Introduced at Legislative, Finance, and Administration Committee Meeting

# *CERTIFICATE OF CONGRATULATIONS*

***WHEREAS,*** *throughout her life, Dr. Wilma Mishoe has championed such causes as education, social action, juvenile justice, housing, foster care, and prostate cancer awareness in the Dover community, the State of Delaware, and beyond, and through these efforts has made lasting contributions that have influenced countless individuals; and*

***WHEREAS,*** *Dr. Mishoe has committed her career to assisting others to attain their academic goals through her work as an administrator at Wilmington College and at Delaware Technical and Community College, where she ultimately became Dean of Student Services and Dean of the Office of Instruction; and*

***WHEREAS****, Dr. Mishoe has played key roles in numerous organizations throughout our community, state, and nation, including Chair of the Delaware Public Integrity Commission, Secretary of the Board of Trustees of Wilberforce University, President of the Capital School District Board of Education, and member of The College Board, the African American Heritage Advisory Council of the Delaware Historical Society, the Delaware Humanities Forum, the Middle States Regional Assembly, and many other organizations and boards; and*

***WHEREAS,*** *Dr. Mishoe has been selected from a distinguished roster of candidates by the Delaware Commission for Women for induction into the Hall of Fame of Delaware Women for 2013.*

***NOW, THEREFORE, THE MAYOR AND COUNCIL OF THE CITY OF DOVER, DELAWARE,*** *are privileged to present this Certificate of Congratulations to*

## *Dr. Wilma Mishoe*

*In recognition of her significant contributions and her selection for this prestigious honor which acknowledges and celebrates her many achievements.*

*February 25, 2013*

Carleton E. Carey Sr.

**CARLETON E. CAREY, SR.**
**MAYOR**

**THOMAS J. LEARY**
**COUNCIL PRESIDENT**







**Downtown Dover Partnership**
**19th Annual St. Patrick's Day Parade**
**Saturday, March 16, 2013**
**2:00 P.M.**

## Parade Award Categories

**Pot O' Gold Award – Anything with Wheels (except car clubs)**
**LITTLE CREEK FIRE DEPARTMENT**

**Rainbow Award – Car Clubs Only FIRST STATE CORVETTE CLUB**

**Blarney Award – Best Mascot TEXAS ROADHOUSE**

**The Green Machine Award – Best Float – RORI & COMPANY**

**Aran Award – Best Animal (Large) – DELMARVA CHAPTER AMERICAN MUSTANG & BURRO ASSOCIATION**

**Aran Award – Best Animal (Small) – DOVER CELEBRITY POMS**

**Harp Award – Best Musical Group (not a band) – RISING STARS DANCE TEAM (BOOKER T WASHINGTON ELEMENTARY)**

**Emerald Isle Award – Most Authentic Irish Theme – IRISH MIKE'S**

**Leprechaun Award – Best Brigade/Marching Unit (not a band)**
**FIRST STATE YOUNG MARINES**

**McNamara Award – Best High School Marching Band DOVER HIGH SCHOOL**

**Shamrock Award – Best Adult Band – DOVER POLICE & FIRE PIPES & DRUMS**

**Mary Fitzpatrick Award – Best Overall – W.T. SMITHERS**

# DHRC 2012




# ANNUAL REPORT

**Presented by:** Roy Sudler, Jr.
**Title:** Chairman
**Date:** March 25, 2013

# Contents of Presentation

1. Origin of the Commission
2. Enabling Legislative Powers and Duties
3. Operating Procedural Flowchart
4. Intake Forms Reported
5. Complaint Against DHRC
6. DHRC Concerns and Recommendations
7. Certificates of Training
8. Special Forum on How to Report Hate Crimes
9. Proposed Resolution and Funding
10. Questions

# Origin of the Commission

**2001 - Controversial Death of Dover Resident Reginald Hannah vs. Dover Police Department**

**A).** Death Threats and shots fired towards Dover Police Officers

**B).** Racial Tension Between the African and Caucasian American Community

# Enabling Legislative Powers & Duties

1. **Pursuant to Chapter 2** – Administrative, Article I, Division **6**, Section **2 – 21** and Article II Section **58 – 31** Titled: Human Relations Commission's Purpose;

2. **<u>DHRC – Commissioners:</u>**

Dr. Kim Warfield, Dr. Phyllis Edamatsu, Dr. Linda Hackett, Mrs. Faye D. White, Ms. Justina Brewington, Mr. Thomas Steele, Mrs. Ellen O. Wasfi, Vice – Chair Dawn Allen Pyne and Chairman DHRC Roy Sudler, Jr.

# DHRC - Active Committees;

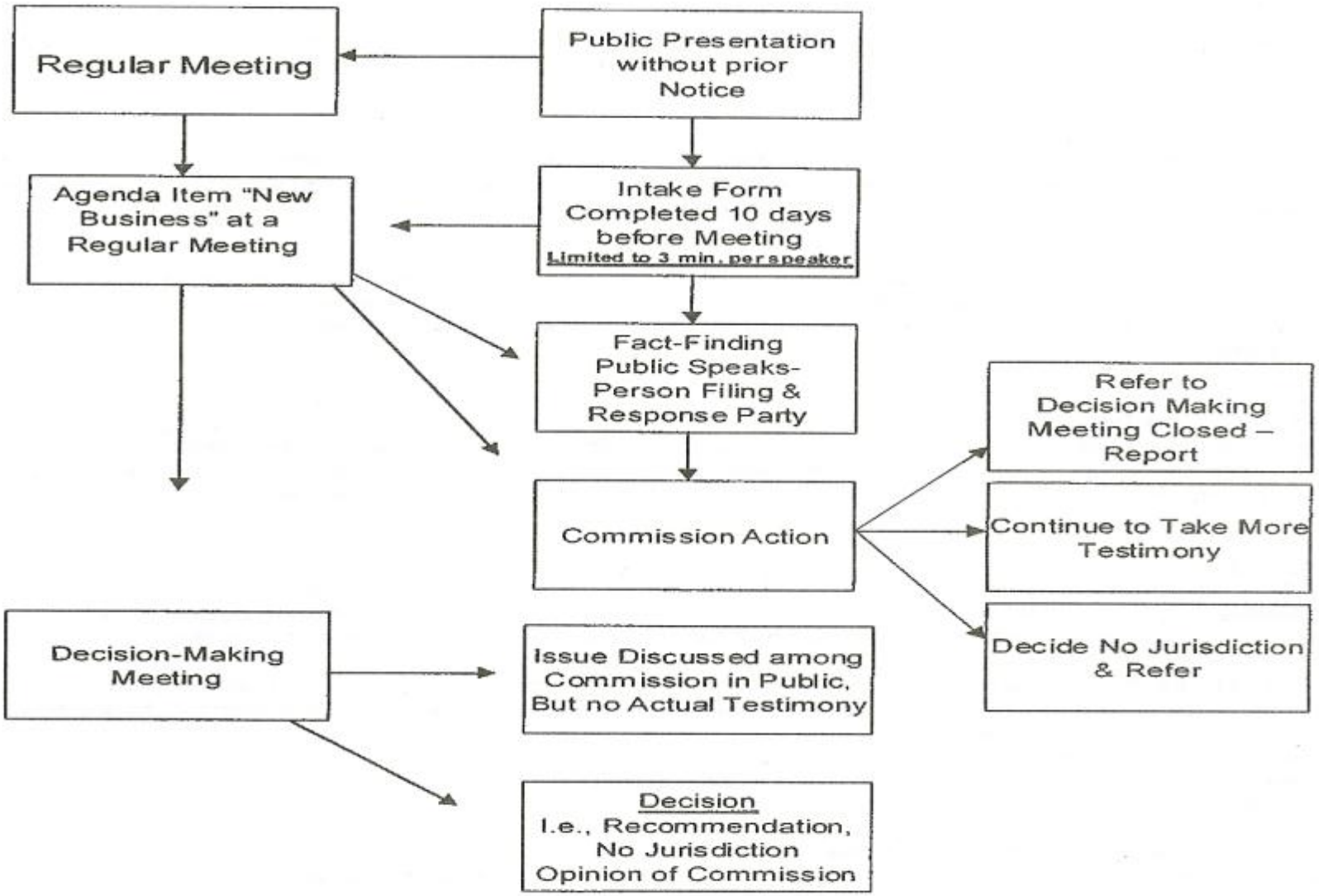
Intake Screening Committee Chair [**Dr. Kim Warfield**]
School Programs Chair [**Ellen O. Wasfi**]
Assessment Chair [**Dr. Phyllis Edamatsu**]
Community Programs Chair [**Vice Chair -Dawn Allen Pyne**]

## Fiduciary Duties of DHRC Commissioners:

Each Commission Member has a *fiduciary duty* to be non-bias in investigating and resolving case disputes. Commission Member's exemplify unique professional and personal characteristics, that are imperative for allowing the commission to properly carry out and effectively accomplish the objectives, functions, and services contemplated by **Division 6, Section 2-21 of the Dover Code.**

## D. Commission Meeting Flowchart

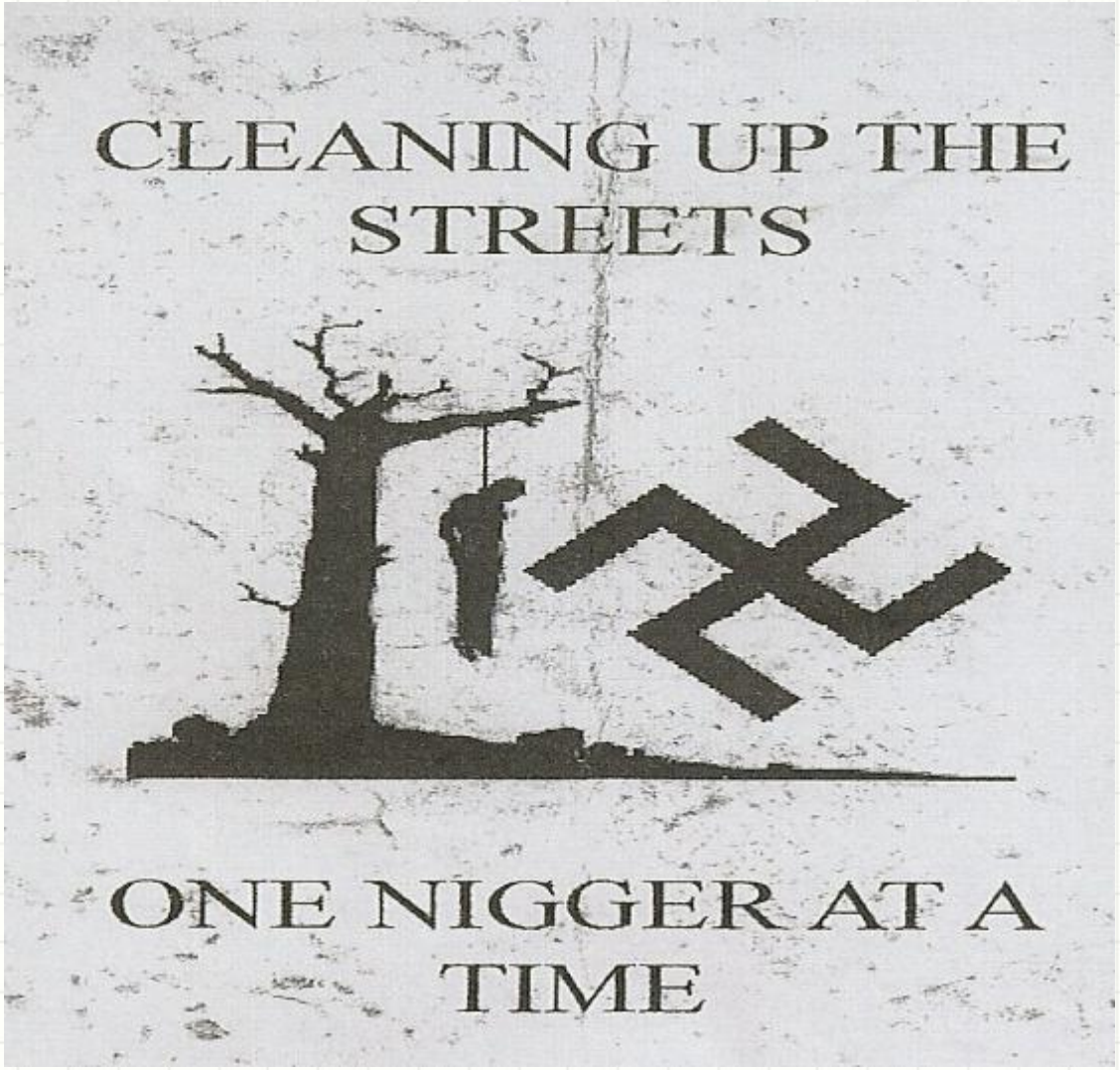
# Meeting Procedural Flowchart



# DHRC Intake Forms Reported

1. 3/5 Index Cards Promoting Racial Tension
2. Alleged Police Brutality Complaint against Dover Police Department
3. Henry Fordham's Alleged Lynching and Hate Crime Complaint [pg. 29 – 35]

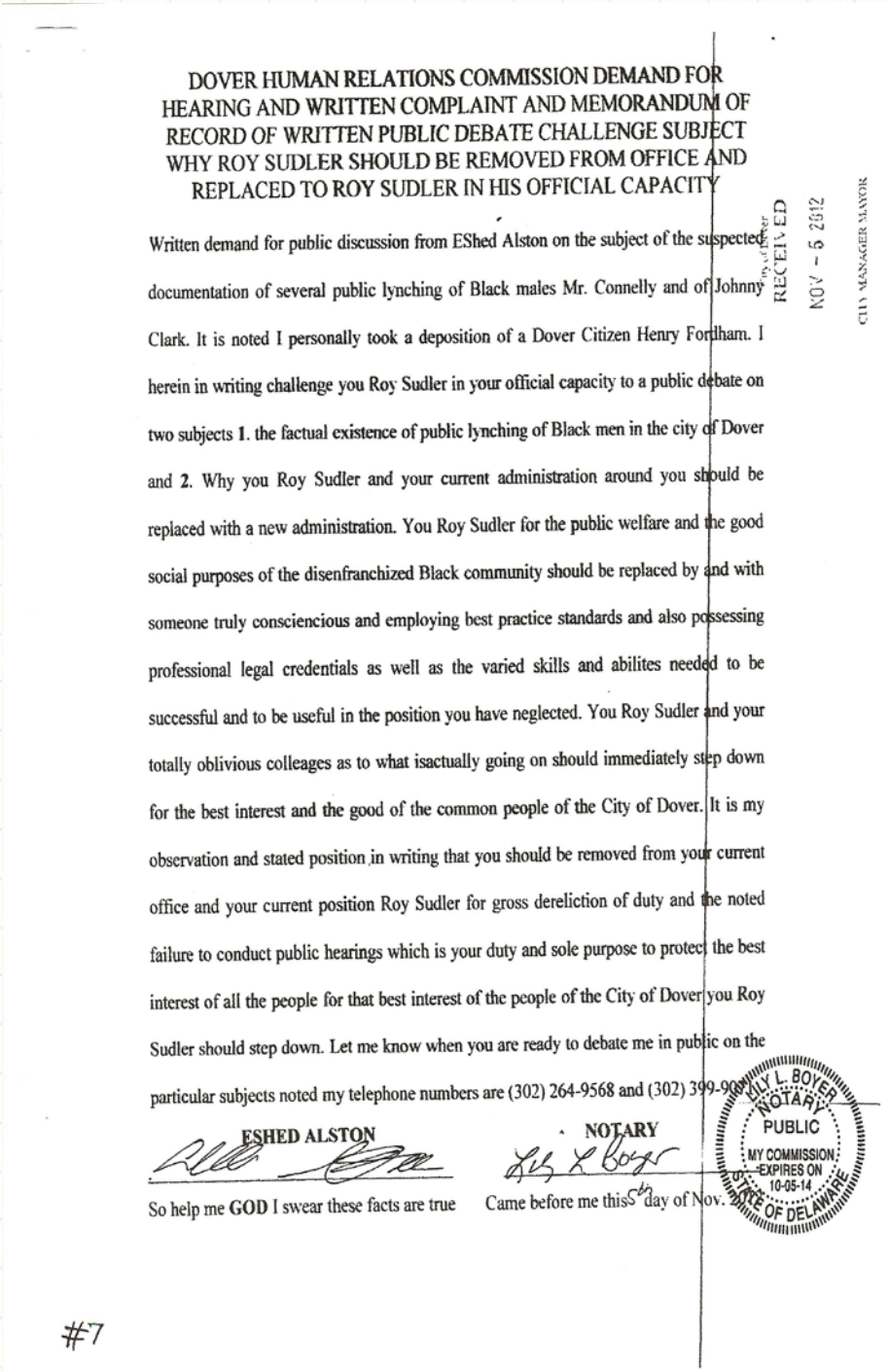
# 3/5 Index Cards Promoting Racial Tension



Complaint Filed against the Dover Human Relations Commission

Filed with the City Clerk's Office by Mr. Eshed Alston of Dover, Delaware.

(Review Page 33)



DOVER HUMAN RELATIONS COMMISSION DEMAND FOR HEARING AND WRITTEN COMPLAINT AND MEMORANDUM OF RECORD OF WRITTEN PUBLIC DEBATE CHALLENGE SUBJECT WHY ROY SUDLER SHOULD BE REMOVED FROM OFFICE AND REPLACED TO ROY SUDLER IN HIS OFFICIAL CAPACITY

RECEIVED
NOV - 5 2012
CITY MANAGER MAYOR

Written demand for public discussion from EShed Alston on the subject of the suspected documentation of several public lynching of Black males Mr. Connelly and of Johnny Clark. It is noted I personally took a deposition of a Dover Citizen Henry Fordham. I herein in writing challenge you Roy Sudler in your official capacity to a public debate on two subjects **1**. the factual existence of public lynching of Black men in the city of Dover and **2**. Why you Roy Sudler and your current administration around you should be replaced with a new administration. You Roy Sudler for the public welfare and the good social purposes of the disenfranchized Black community should be replaced by and with someone truly consciencious and employing best practice standards and also possessing professional legal credentials as well as the varied skills and abilites needed to be successful and to be useful in the position you have neglected. You Roy Sudler and your totally oblivious colleages as to what isactually going on should immediately step down for the best interest and the good of the common people of the City of Dover. It is my observation and stated position in writing that you should be removed from your current office and your current position Roy Sudler for gross dereliction of duty and the noted failure to conduct public hearings which is your duty and sole purpose to protect the best interest of all the people for that best interest of the people of the City of Dover you Roy Sudler should step down. Let me know when you are ready to debate me in public on the particular subjects noted my telephone numbers are (302) 264-9568 and (302) 399-90

**ESHED ALSTON**

So help me **GOD** I swear these facts are true

**NOTARY**

Came before me this 5th day of Nov.

LILY L. BOYER NOTARY PUBLIC MY COMMISSION EXPIRES ON 10-05-14 STATE OF DELAWARE

#7

# DHRC – Concerns

1. **Flowchart** being adhered to pursuant to the City of Dover's By-Laws for the Dover Human Relations Commission

**Article IV-** Commission Intake, Notice and Meeting Procedures

**Section :** 1 **[Bringing Forth Matters]**

**VII.** Forms

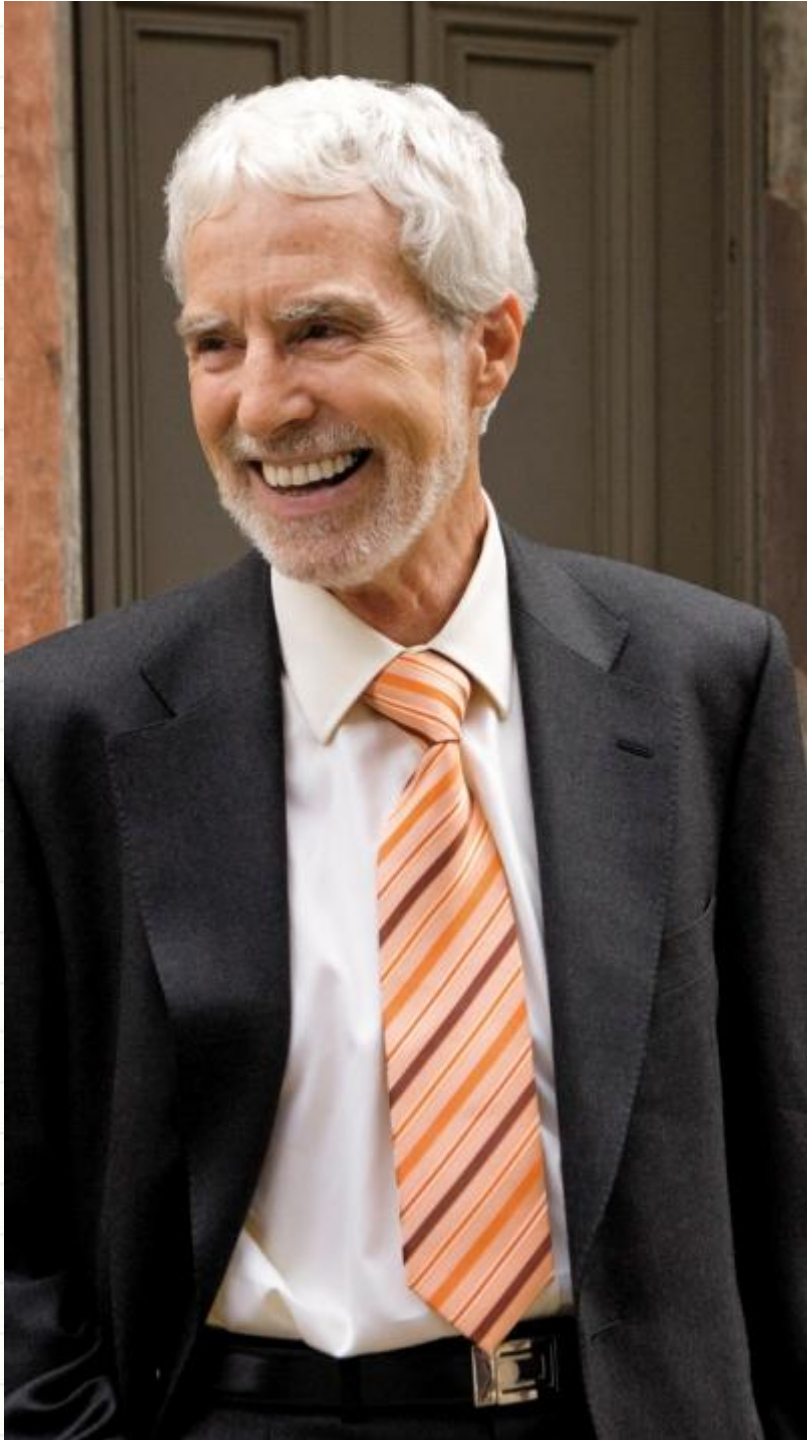
2. **Article II Section 58-33.** Organization; quorum; meetings; rules of procedure; limitation of functions; agreements; compensation; legal counsel; reports.

(e) **Limited functions of the commission**

# Landlord/Tenant Training 2012

Presented by the Law Office of Michael P. Morton, PA.

mmorton@michaelpmorton.com
(302) 426.1313



# INVESTIGATING AND PROSECUTING HATE CRIMES

**Delaware State University**
**Martin Luther King, Jr. Student Service Center**
**1200 N. DuPont Highway**
**Dover, Delaware**

**April 27, 2012**

| | |
|---|---|
| **8:00 – 9:00 a.m.** | **REGISTRATION** |
| **9:00 – 9:30 a.m.** | **OPENING REMARKS**<br>Charles M. Oberly, III, United States Attorney, District of Delaware<br>Matt Nosanchuk, Senior Counselor, Civil Rights Division, USDOJ<br>Delaware State University Representative |
| **9:30 – 10:15 a.m.** | **LEGAL OVERVIEW OF FEDERAL HATE CRIMES LAW**<br>Myesha Braden, Trial Attorney, USDOJ Civil Rights Division |
| **10:15 – 10:45 a.m.** | **FBI Briefing – FBI's Role in the Investigation of Hate Crimes**<br>Drew Watts, Supervisory Special Agent, FBI HQ |
| **10:45 – 11:00** | **BREAK** |
| **11:00 – 12:00 p.m.** | **HATE CRIME CASE STUDY**<br>*Shenandoah Hate Crime*<br>Myesha Braden, Trial Attorney, USDOJ Civil Rights Division<br>FBI Special Agent Alan Jones |
| **12:00 – 1:15 p.m.** | **LUNCH BREAK** (on your own) |
| **1:15 - 2:45 p.m.** | **SPECIAL GUEST SPEAKERS**<br>Sheriff Dave O'Malley - former Chief of Police, Laramie, Wyoming<br>Judy Shepard – Mother Matthew Shepard |
| **2:45 – 3:00 p.m.** | **BREAK** |
| **3:00 – 3:45 p.m.** | **TOWN HALL: FOSTERING COOPERATION BETWEEN LAW ENFORCEMENT and the COMMUNITY** |
| Moderator: | Charles M. Oberly, III, United States Attorney, District of Delaware |
| Panelists: | Tricia Gibbs, Supervisory Special Agent, FBI, Delaware<br>Harpreet Singh Mokha, Regional Director, Community Relations Service<br>Romona S. Fullman, Director, Delaware Office of Human Relations<br>Ken Haltom, Chief Prosecutor, Kent County, DE Department of Justice |
| **3:45 – 4:00 p.m.** | **CLOSING REMARKS** |

**********

**COMMUNIITY & STUDENT INVOLVEMENT IN RESOLVING RACE HATE CRIMES IN COMMUNITIES & HIGHER LEARNING INSTITUTIONS**

**********

**PARTNERSHIP:**

DE – Department of Justice
House of Representatives – 31st District
SHRC – Human Relations Commission
DSU – Police Department
DSU- Counseling Department
DSU- Freshman Student
Dover Community Leaders

**[Pg. 18 – 29]**



# Private Sector – Salisbury Rd.





# Private Sector
# South DuPont Highway



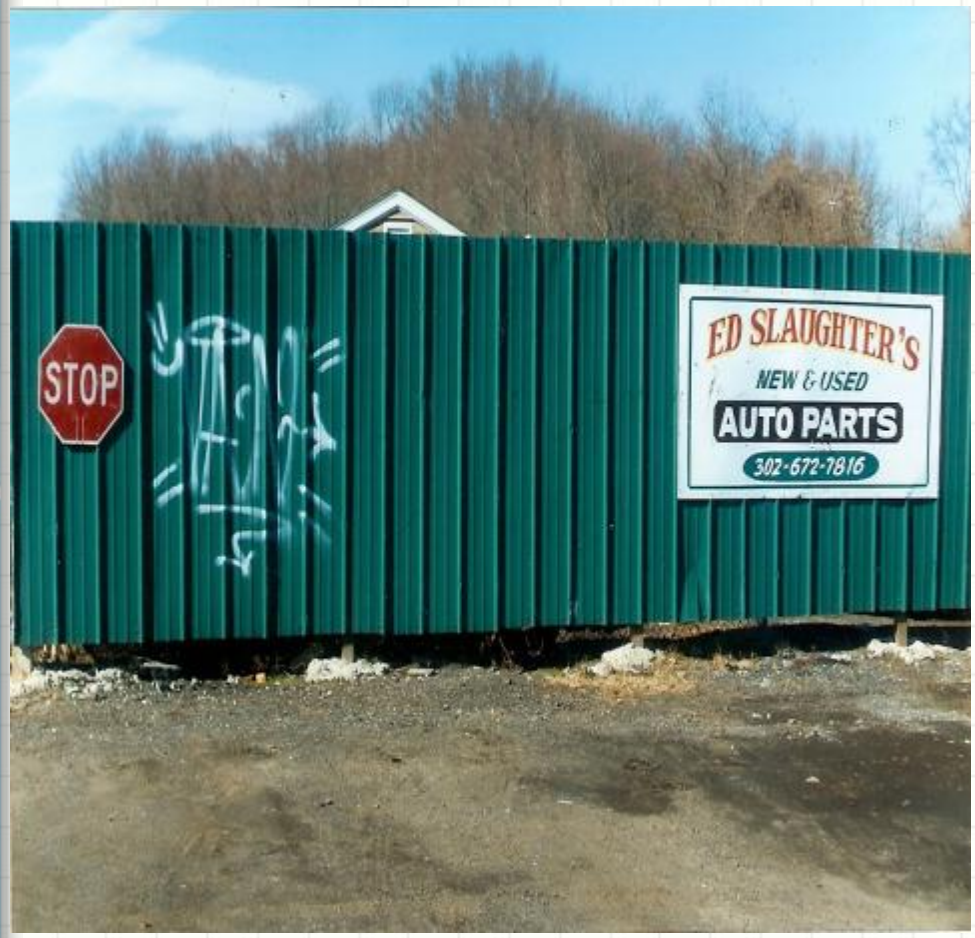


# Downtown Dover






# Private Sector
# North DuPont Highway






# Private Sector
# South Little Creek Rd.





**RESOLUTION: CESSATION OF ILLEGAL GANG FORMATION IN DOVER, DELAWARE**

**********

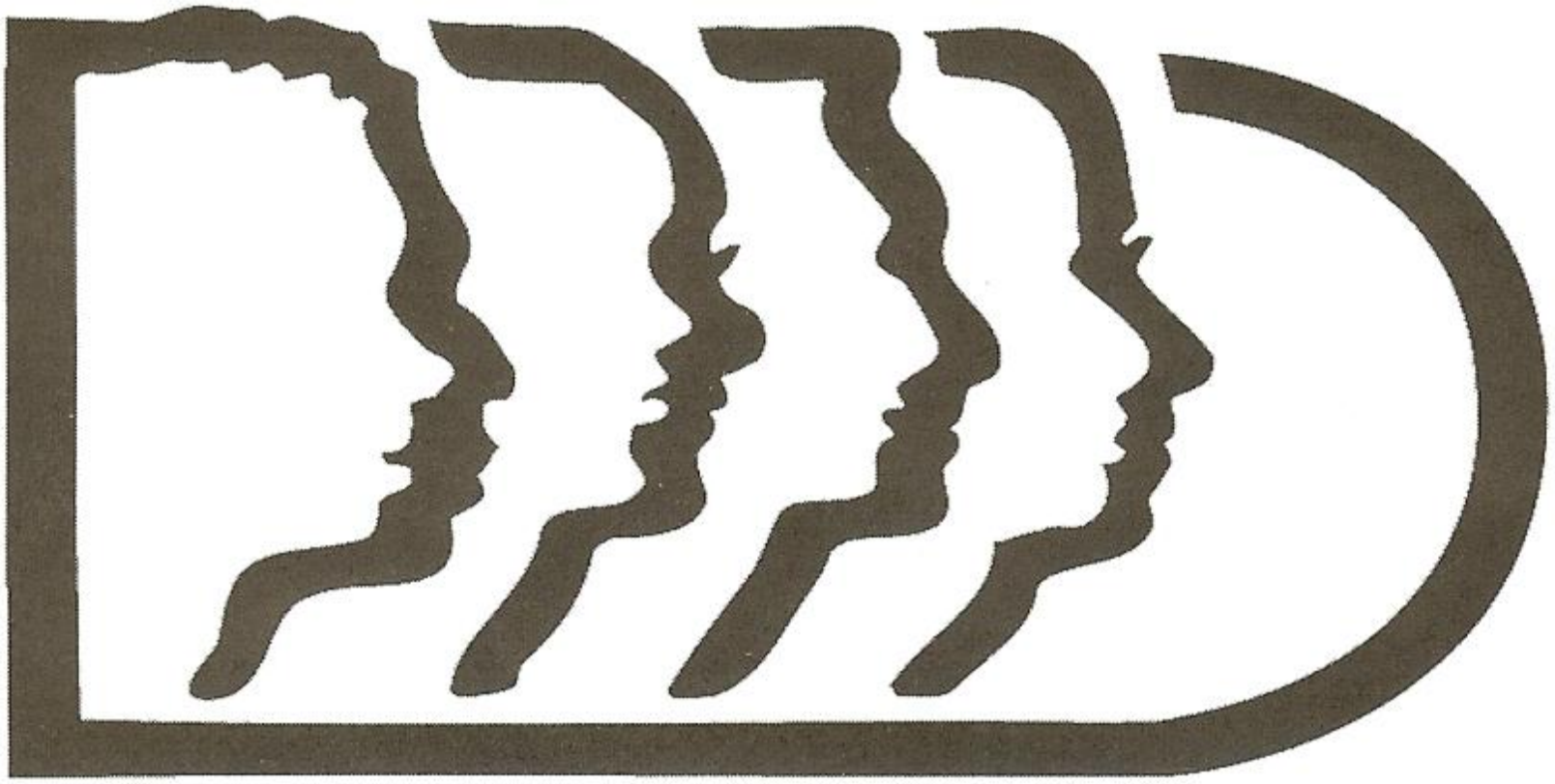
**Whereas;** The City of Dover, the State Capital, strives to be a model for all Cities in Delaware and the United State.

**Whereas;** The Mayor and City Council have granted Powers and Duties to the Dover Human Relations Commission, **Pursuant to Article II. Sec. 58-31.**

**OJJDP FY 2012 Defending Childhood Resource Center:**

- **Improving the Nation's Response to Children Expose to Violence.**

# That Concludes the Dover Human Relations Commission's Annual Report



# QUESTIONS ?

# DHRC 2012

# ANNUAL

# REPORT

**SUBMITTED BY: CHAIRMAN ROY SUDLER, JR.**

**DATE: 2 / 27 / 2013**

# ANNUAL REPORT 2012

## INTRODUCTION:

The Dover Human Relation Commission [**DHRC**] is an advisory body created by the Mayor and City Council in the year 2001. The Commission's charge is to focus on helping to decreasing racial tension and discrimination throughout the City of Dover.

**Pursuant to Chapter 2 – Administrative, Article I, Division 6, Section 2 – 21 of the Dover Code**; The Commission has been granted the powers and duties to investigate claims of unfair treatment and develop ways to monitor intergroup conflict among all segments of the City of Dover.

The purpose of the Dover Human Relations Commission is to serve as the focal point for monitoring amicable relations between diverse races in the City of Dover.

The goal of the commission is to increase the quality of living for all constituents of Dover by reviewing city programs, activities, functions and ordinance to enhance communication and encourage cooperation among all residents of Dover.

The Commission consists of members appointed by 15; Mayor: 5 Members; Council President based upon recommendations of Council: 10 Members/Confirmed by Council that reside in the Dover for a three year term, which commissioners serve without monetary compensation.

The current members of the Dover Human Relations Commission include Mr. Roy Sudler, Jr. – Chairman, Mrs. Dawn Allen Pyne – Vice Chairwomen, Dr. Kim Warfield, Dr. Phyllis Edamatsu, Dr. Linda Hackett, Mrs. Fay D. White and Ms. Justina Brewington and Ellen O. Wasfi.

All Commission Members have experienced the long term demands often requiring considerable time, extended periods and dedication to addressing multi – faceted unfair treatment claims and racial tension in the City of Dover. The Commission's efforts are aimed at those who are suffering from discrimination and racial tension in the City of Dover.

Each Commissioner has a fiduciary duty to be non-bias in resolving case disputes and suggest alternative dispute resolutions between all parties. Commissioners have unique professional and personal characteristics that are imperative for allowing the commission to properly carry out and accomplish effectively the objectives, functions, and services contemplated by **Division 6, Section 2-21 of the Dover Code.**

**The Commission has four active committees;**

1. Intake Screening Committee Chair [Dr. Kim Warfield]
2. School Programs Chair [Ellen O. Wasfi]
3. Assessment Chair [Dr. Phyllis Edamatsu]
4. Community Programs Chair [Vice Chair -Dawn Allen Pyne]

The Commission's enabling legislation powers and duties are pursuant to code –section 58 31– 33, which states the following:

## ARTICLE II. HUMAN RELATIONS COMMISSION
## Sec. 58-31. Purpose.

The city council has deemed it to be in the best interest of the city to establish a human relations commission to include members who are broadly representative of the entire community and who are committed to a philosophy of inclusion, intergroup cooperation, and fair
treatment that will effectively help the city meet the following needs:
(1) *Fairness, respect.* Promote and develop an environment of fairness and respect among its citizens;
(2) *Monitoring.* Develop ways to measure and monitor community relations, particularly those that are sources of intergroup conflict;
(3) *Intergroup relations.* Involve all segments of the community in understanding and appreciating the benefits of positive intergroup relations;
(4) *Issues.* Offer a range of programs and services that will help its residents and neighborhoods prevent and resolve issues of human relations; and
(5) *Intergroup conflict.* Develop ways of anticipating, preparing for, and relieving community tensions arising from intergroup conflict.
(Code 1981, § 2-16; Ord. of 2-11-2002)

## Sec. 58-32. Established; composition; appointment; representation; holding
## other office; removal from office; terms of office; vacancies; reappointments.

(a) *Established.* There is hereby established an advisory commission to be known as the "City of Dover Human Relations Commission," to carry out the objectives as described in this article.
(b) *Composition; appointment.* The commission shall consist of 15 members, all residents of
the city. Five of these members shall be appointed by the mayor and confirmed by the city council. Ten of these members shall be appointed by the president of the council, based upon recommendations from the council and confirmed by the council.
(c) *Representation.* In selecting the membership of the commission, the mayor and president of the council and the council shall take particular care to ensure that the commission is broadly representative of racial, religious, gender and ethnic groups residing in the city.

(d) *Holding other office; removal.* No member of the commission shall hold any elected or
appointed office under the government of the United States or the state, county, or city, or be a candidate for any such office. The mayor or the city council president may remove members of the commission, with the concurrence of the city council, for substantial neglect of duty, or gross misconduct in office.
(e) *Terms of office; vacancies.* A member of the commission shall be appointed for a term of
office of three years and until his successor has been appointed and has qualified. The appointees shall be appointed for staggered terms of office. When a vacancy occurs in the membership of the commission, it shall be filled by appointment for the unexpired portion of the term in the same manner as the original appointment.
(f) *Reappointments.* Members may be reappointed.
(Code 1981, § 2-17; Ord. of 2-11-2002)

## Sec. 58-33. Organization; quorum; meetings; rules of procedure; limitation of functions; agreements; compensation; legal counsel; reports.

(a) *Organization.* The human relations commission shall annually elect its own chairperson
to preside over its meetings and may create and fill such other offices and committees among its members as may be found necessary and proper for its effective organization.
(b) *Quorum.* A majority of the membership of the commission shall constitute a quorum and,
if a quorum is present, a vacancy on the commission shall not impair the right of the remaining members to exercise all the powers of the commission.
(c) *Meetings.* The commission shall hold such meetings as may be deemed necessary for
the completion of its purposes, responsibilities and functions. Regular meetings shall be held at least once per month unless there is no business to be considered by the commission. Special meetings may be called by the chairperson or three members of the commission.
(d) *Rules of procedure.* The commission is also authorized to adopt rules of procedure for
the conduct of its meetings.
(e) *Functions limited.* The commission shall not involve itself in activities or functions already
assigned by law or decree to other governmental bodies.
(f) *Agreements.* The commission may enter into agreements and build partnerships with other entities and organizations for the purpose of more efficiently and effectively carrying out its responsibilities.
(g) *Compensation.* Members of the commission shall receive no compensation.
(h) *Legal counsel.* The city solicitor shall provide legal counsel to the commission and shall
be the legal representative of the commission in connection with its duties hereunder, on a case-by-case basis, or determine that outside counsel is needed and obtain such outside counsel for a particular matter.

(i) *Reports.* The commission shall make such reports to the mayor and city council as shall

be periodically necessary. An annual report of its accomplishments and a summary of its recommendations, as appropriate, shall be sent to the mayor and the city council. (Code 1981, § 2-18; Ord. of 2-11-2002)

On **January 3, 2012, @ approximately 3:44 p.m.,** Dr. Joe Burden Jr. called the Dover Human Relations Commission Chair to discuss a **3/5** Index Card that was found on his property by one of his residents. The Index Card displayed an image of a person of color hanging from a tree by a rope tied to his neck. After listening to his concerns, I advised him to submit the Index Card to the Human Resource Department or City Clerk's Office for review.

On **January 16, 2012, @ approximately 7:00 a.m.,** The Commission attended the **29th Annual Martin Luther King Jr. Payer Breakfast**, which was highly attended and outstanding. The **Alpha Phi Alpha Fraternity Inc. Zeta Rho Lambda Chapter** did an excellent job. For our own Vice Chair Willie Jones was the MC of the Prayer Breakfast.

On **January 18, 2012,** Chair Sudler received an **E-Mail** from the City of Dover's Human Resource Department indicating that both Intake Forms were sent to the City Solicitor's Office for review. **The City Solicitor advised the City Clerk's Office to remove both intake forms from tonight's agenda**. It was decided that the intake forms and concerns should be forwarded to Chief James E. Hosfelt Jr.

On **January 25, 2012,** Chair Sudler called Council President Tom Leary to schedule an appointment to discuss recommendation number 1 on Chair's Self Review of the DHRC.

On **January 26, 2012, @ approximately 3:30 p.m**. Council President Tom Leary and Chairman Roy Sudler, Jr. met to discuss a possible date and time for the DHRC and City Council to sit down together and review the purpose, functions, and responsibilities of the DHRC in accordance with the Powers and Duties Granted by the Mayor and City Council for clearer detailed guidelines.

The meeting went well and I am looking forward to establishing a healthier relationship between the Mayor, City Council and the Dover Human Relations Commission.

**February 2012** Meeting was cancelled

On **March 3, 2012 @ approximately 2 p.m.** at Wilmington University's Duberstein Admissions Center; 320 North Dupont Highway Newcastle, Delaware, Chair Sudler attended a theatrical play called **"GIVE ME THE BALLOT... MY VOICE MATTERS"**

Featuring the life-story of Fannie Lou Hamer
Performed by: Mzuri Moyo and Healing Through Sound Music, Inc.
The life-story of Fannie Lou Hamer focused on slavery, the importance of a good education.

On **March 3, 2012 @ approximately 7 p.m. @** Central Middle School located in Dover, Delaware, Chair Sudler and Commissioner Dr. Kim Warfeild attended the Theatre Play "Torn Between Two Fathers", which elaborated on a Social Problem that most of our youth and capital school district students face when their mother does not disclose the truth about their child's biological father.

On **March 7, 2012, @ approximately 9:16 a.m**. Chair Sudler left a voicemail message for Chief Harry Downs of the Delaware State University Police Department to offer him the opportunity to express exactly how imperative it is to cooperate with law enforcement agencies when helping to resolve race hate crimes and other related incidents.

On **March 12, 2012 @ approximately 11:45 a.m.,** Chair Sudler spoke with Curtis Coleman who retired from the Capital School District as a Counselor for Dover High School 1980 – 90 in regards to remedies for dealing with emotional and social challenges after being a victim of a race hate crime. Mr. Coleman said that "he would be more than willing to present on that topic".

On **March 12, 2012 @ approximately 4:03 p.m**., Chair Sudler visited Delaware State University's Counseling and Public Safety Division see if they would be willing to partner with the City of Dover's DPD & DHRC to discuss the value of Community and Student Involvement when helping Law Enforcement Agencies in resolving race hate crimes and other related incidents.

On **March 12, 2012 @ approximately 7:00 p.m**. Chair Sudler and Commissioner Fay D. White attended the City of Dover's Council Meeting. Some of the issues discussed were

1. Housing for Sex Offenders and Zoned Areas being viewed as Concentration Camps
2. Request for Extensions on Time Allotted to Cure City Housing Violation Codes

On **March 28, 2012, @ approximately 9:24 p.m.,** the DHRC voted to partner with the Social Action Commission of Mt. Zion A.M.E. Church, Outreach Ministries and the Dover Police Department in an effort to discuss implementing strategies and programs for Residents of Dover to "Stop the Violence and Turn In Unregistered Firearms" to the Dover Police Department without any repercussions for Offenders and Non – Offenders of the Law.

On **April 27, 2012, @ 8:00 a.m. – 4:00 p.m.,** Chair Sudler participated in a free training seminar on Investigating & Prosecuting Hate Crimes. The training was excellent and very informative.

The training covered an array of topics such as the need for Non-Governmental Organizations to be more involved and aware of the statutes and laws involving hate crimes. [Please review attachment for training outline]

# INVESTIGATING AND PROSECUTING HATE CRIMES

**Delaware State University**
**Martin Luther King, Jr. Student Service Center**
**1200 N. DuPont Highway**
**Dover, Delaware**

**April 27, 2012**

| | |
|---|---|
| **8:00 – 9:00 a.m.** | **REGISTRATION** |
| **9:00 – 9:30 a.m.** | **OPENING REMARKS**<br>Charles M. Oberly, III, United States Attorney, District of Delaware<br>Matt Nosanchuk, Senior Counselor, Civil Rights Division, USDOJ<br>Delaware State University Representative |
| **9:30 – 10:15 a.m.** | **LEGAL OVERVIEW OF FEDERAL HATE CRIMES LAW**<br>Myesha Braden, Trial Attorney, USDOJ Civil Rights Division |
| **10:15 – 10:45 a.m.** | **FBI Briefing – FBI's Role in the Investigation of Hate Crimes**<br>Drew Watts, Supervisory Special Agent, FBI HQ |
| **10:45 – 11:00** | **BREAK** |
| **11:00 – 12:00 p.m.** | **HATE CRIME CASE STUDY**<br>*Shenandoah Hate Crime*<br>Myesha Braden, Trial Attorney, USDOJ Civil Rights Division<br>FBI Special Agent Alan Jones |
| **12:00 – 1:15 p.m.** | **LUNCH BREAK** (on your own) |
| **1:15 - 2:45 p.m.** | **SPECIAL GUEST SPEAKERS**<br>Sheriff Dave O'Malley - former Chief of Police, Laramie, Wyoming<br>Judy Shepard – Mother Matthew Shepard |
| **2:45 – 3:00 p.m.** | **BREAK** |
| **3:00 – 3:45 p.m.** | **TOWN HALL: FOSTERING COOPERATION BETWEEN LAW ENFORCEMENT and the COMMUNITY**<br>Moderator: Charles M. Oberly, III, United States Attorney, District of Delaware<br>Panelists: Tricia Gibbs, Supervisory Special Agent, FBI, Delaware<br>Harpreet Singh Mokha, Regional Director, Community Relations Service<br>Romona S. Fullman, Director, Delaware Office of Human Relations<br>Ken Haltom, Chief Prosecutor, Kent County, DE Department of Justice |
| **3:45 – 4:00 p.m.** | **CLOSING REMARKS** |



# Certificate of Training

Awarded to

Roy Sudler, Jr.

For Having Participated in the

***"Investigating and Prosecuting Hate Crimes"***

April 27, 2012
Date

Charles M. Oberly, III, U.S. Attorney

On **May 14, 2012, @ 6:00 p.m. - 6:45 p.m.**, Chair Sudler was invited by 4th District Councilman David Anderson to attended a press release meeting that focused on a free drug prescription card that provides additional healthcare services at a discounted rate for not only residents of Dover, DE but also, surrounding areas.
[Please review attachment for further information]

# DOVER PRESCRIPTION CARD
## Frequently Asked Questions

### What is the Dover Prescription Card?

Dover Prescription Card is a FREE statewide discount prescription assistance program. The program was launched to help uninsured and underinsured residents afford their prescriptions.

### Who is eligible to participate in the Dover Prescription Card program?

Every resident of Dover is eligible to receive a FREE prescription drug card.

### How do Dover residents get a Dover Prescription Card?

Dover residents can download a FREE card, search drug pricing, and locate participating pharmacies by visiting www.cityofdover.com . Anyone not able to access the website, or otherwise obtain a member card, can visit City Hall or call the City Manager's Office at 302-736-7005. Residents can also obtain cards at various health centers, hospitals, clinics, businesses, and other card distribution sites that are being set up across the state. The card are accepted at more than 58,000 pharmacies across the country.

### How can the Dover Prescription Card Program provide free cards to residents?

This statewide prescription assistance program is made possible and funded through the support of pharmacies and pharmaceutical companies.

### What makes Dover Prescription Card different from other prescription programs?

- No enrollment forms
- No restrictions to participate
- No eligibility or income requirements/limitations
- No waiting periods
- No age restrictions
- No exclusions
- Includes pre-existing conditions
- No claim forms to file
- No annual or lifetime limits
- Open formulary so that both brand and generic medications are eligible for discounts
- Confidentiality: No personal information will be sold, shared, or distributed.

### Can this program be used by people who have insurance with prescription benefits

This program was launched to help the uninsured people of Dover afford their prescriptions. However, people with insurance can also use Dover Prescription Card to get a discount on medications not covered by their insurance (non-covered drugs).

On **May 14, 2012, @ 7:30 p.m. – 9:30 p.m.,** Chair Sudler, and Commissioner Fay D. White attended the City Council Meeting to witness and congratulate the new and re-elected council persons for the City of Dover's 2012 Council. **31st** District House of Representatives – **Daryl Scott** was present as well.

On **May 15, 2012, @ 6:00 p.m. – 8:30 p.m., @ Dover Downs 4th Floor;** Chair Sudler, attended an award banquet and appreciation gathering for various interfaith and outreach ministries that have made a significant impact on the lives of homeless people and the less fortunate in the Dover Community. One of the recipients was Dr. Kim Warfield of the Dover Human Relations Commission.

On **May 19, 2012, @ 12:00 – 4:00 p.m.,** Chair Sudler, Commissioner Dr. Hackett and Commissioner Justina Brewington all participated in the "**March for Jesus Christ" which was an excellent well organized event that exemplified diverse religions and people interacting with each other in peace and harmony;** it was an excellent event well-orchestrated.

On **June 18, 2012, @ approximately 8:05 a.m.,** Chair Sudler received confirmation from Ken Halton Esq. that he would be more than willing to be a panelist and partner with the DHRC at our special forum on sexual orientation, race, and other related incidents of hate crimes.

On **June 19, 2012, @ approximately 12:23 p.m.,** The Commission sent out letters to the final three candidates for part-time contractual assistant [See Next Page for Example]

**June 1, 2012**

Dover Human Relations Commission [(302) 736.7008]

**15** North Plaza City Hall

Dover, DE **19904**

??????????????? [(302) - ]

**309** Julia Way

Smyrna, DE **19977**

**RE:** Part – Time Contractual Assistant - DHRC

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**Dear ??????????:**

Please be advised that your resume for Contractual Assistant for the Dover Human Relations Commission has been selected as one of the final three applicants approved.

The final three applicants will be required to observe a DHRC meeting and submit their example of minutes to the Commission.

The commission will review all applicants' demonstration of minute taking and make a final selection by July 9, 2012, by 8:00 p.m.

Upon your earliest convenience, please contact the City Clerk's Office to confirm that you're still interested in providing your contractual assistant services.

Thank You

Respectfully,

Roy Sudler, Jr.

DHRC – Chairman 2012

On **June 27, 2012, @ approximately 8:12 p.m.,** The Commission approved the final draft for Cessation of Illegal Gang Formation Resolution

# DHRC – 2012 PROPOSED RESOLUTION & FUNDING

## A. RESOLUTION: CESSATION OF ILLEGAL GANG FORMATION IN DOVER, DELAWARE

*************************************************************************

**Whereas;** The City of Dover, the State Capital, strives to be a model for all cities in Delaware and the United State.

**Whereas;** The Mayor and City Council have granted Powers and Duties to the Dover Human Relations Commission, **Pursuant to Article II. Sec. 58-31.**

**Whereas; Article II Sec. 58-31 titles (**2), (4) and (5) charges the DHRC with developing ways to measure and monitor community relations and offer a range of programs and services that will help Dover residents identify and resolve issues of human relations; anticipating, preparing for, and relieving community tensions arising from intergroup conflict.(Code 1981, § 2-16; Ord. of 2-11-2002)

**Whereas;** The Dover Human Relations Commission through open discussion with members of the community and the knowledge of local events has found that gun possession and illegal gang activity is at an all-time high.

**Whereas;** Illegal gangs are a group of individuals consisting of three or more persons whose demoralizing influence, common interest, attitude and graffiti signs significantly contribute to the commission of disruptive behavior and criminal enterprises in the City of Dover.

**Whereas;** The number of illegal gang organizations in Dover and Kent County has increased over the last few years, cultivating an environment of psychic imprisonment, mistrust and fear among citizens of Dover.

**Whereas;** Illegal gang culture and activities have played a significant role in student dropout rates, drug activity and random acts of violence, often leaving innocent bystanders paralyzed and traumatized for life.

**Whereas;** Illegal gang graffiti promoting hate, fear and danger has defaced public and private sector facilities, impeding home and business owner's rights to market or enjoy their property, without unwelcomed and unauthorized graffiti signs.

**Therefore, Be it Resolved;** That the Residents of Dover, Delaware, the Mayor, City Council, Dover Police Department, Delaware Department of Justice and the Dover Human Relations Commission have observed with dismay the escalation of gang growth and development in our communities and will merge resources and efforts to intensify the pursuit of eliminating illegal gang formation, activities, and communication, including the display of graffiti signs in Dover, Delaware.

**Be it Further Resolved;** That we will accomplish this goal and establish a New Community and Family Involvement Paradigm for Cessation of Illegal Gang Formation by

1. Cleaning up our streets together, showing resistance to illegal gang formation and unwelcomed graffiti signs through unity and clear purpose;
2. Increasing individual's awareness and accountability for reporting known illegal gang activity and \ or formation in your community.
3. Strengthening parent and family involvement in the childrearing and educational process
4. Implementing and supporting additional intervention and summer programs; and

5. Providing additional funding to the Dover Police Department through grants and other resources to establish additional police stations in areas with high volumes of crime to protect Dover residents from being a target of bias-motivated violence in the City of Dover.

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**B). Grant Sample**: 

**OJJDP FY 2012 Defending Childhood Resource Center: Improving the Nation's Response to Children Exposed to Violence.**

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On **July 9, 2012 @ approximately 7:30 p.m.,** Chair Sudler and Commissioner Fay D. White attended the City of Dover's Council Meeting. During the meeting, there were a few presentations discussed which consisted of the following:

**1.** Presentation - Lutheran Senior Services of Dover, Inc. - Payment in Lieu of Taxes (PILOT)
**2.** Legislative, Finance, and Administration Committee Report - **June 25, 2012**
**3.** Review and Recommendation - Filling Critical Positions - Library
**4.** FY 2013 Hiring Freeze and Recruitments and
**5.** Reduced Rates for All-Electric Homes in December, January, and February
*(Committee Recommended That the Proposal to Reduce Electric Rates for All-electric Homes Be Referred to Staff for Cost Analysis and Review*

On **July 9, 2012, @ approximately 3:10 p.m.,** Natalie Way contacted the DHRC in regards to a presentation about their Mentor & Leadership Program, which she would like the DHRC to consider partnering with them in the near future.

On **July 11, 2012, @ approximately 6:00 p.m.** Chair Sudler attended the Joint Legislative, Finance, and Administration Committee and Election Board Meeting to hear the following proposals

**A.** Results of **NAACP Review of Proposed Council District Boundaries** and

**B.** Review of **Revised Proposed Reapportionments of Council District Boundaries**

On **July 21, 2012, @ approximately 5 p.m.,** Commission members attended the Barbeque & Bonfire Event for Jesus Christ sponsored by **Mt. Zion A.M.E. Church of Dover, DE [Men's Day Committee 2012]**, "The event was outstanding," said Willie Jones, former Acting Chair &Vice- Chairman for the **DHRC** also, in attendance was **Senator Brain Bushweller of Delaware and Daryl Scott of the 31st District House of Representatives for Delaware.**

This event promoted inclusiveness and fellowship among various interfaith agencies and community leaders. For it was a unique and refreshing event to attend. Also, Mt. Zion's Men's Day Committee gave a special thanks to the **City of Dover's Fire Marshal Division and DNREC** for authorizing the bonfire activity segment of the celebration.

On **July 24, 2012, @ approximately 8:30 a.m.,** Chair Sudler attended a training session on **Title 25 Pursuant to the State of Delaware's Landlord / Tenant Code.** Presented by the Law Office of Michael P. Morton, PA **mmorton@michaelpmorton.com** (302) - 426.1313

Some of the issues that were highlighted consist of the following:

1. Landlords Remedies for Filing Civil Suit against Tenants Who Have Filed Bankruptcy
2. Landlord's Illegal Ouster of Residents / Tenants from Rental Unit
3. Human Relations Concerns [Race & Handicap Discrimination in Fair Housing Process]
4. Zero-Tolerance Rules & Regulations for Subsidy Housing [HUD]
5. Manufactured Home Requirements and Specifications for the State of Delaware
6. Landlords Remedies for Residents Behavior Deemed Undesirable & Harmful to Community and Unit; and
7. Residents Remedies for Landlord's Failure to Correct Defective Conditions in the Unit

I asked Mr. Morton [Trainer] if he would be willing to partner with the DHRC and conduct a workshop on housing issues and common violations; his response was "yes!"

On **August 9, 2012, @ approximately 7:10 p.m.** a special meeting titled Community and Student Involvement in Resolving Racial and Sexual Orientation Hate Crimes in Communities and Educational Institutions was conducted by the DHRC and went well. For those individuals who did not have an opportunity to attend, there will be a part two of the special forum forthcoming in 2013.

**COMMUNITY LEADERS & STUDENTS DISCUSSING NEW PARADYMS FOR REPORTING AND DECREASING HATE CRIMES IN DOVER, DELAWARE AND SURROUNDING AREAS**



**Chair Sudler's Special Forum Opening Statement:**

**The Dover Human Relations Commission** is an advisory body to the **Mayor** and **City Council of Dover, Delaware**.

The Commission is **empowered** to monitor community relations and measure inter-group conflict. The Commission has a fiduciary duty to be non-bias when seeking conflict remedies for resolving disputes.

The Commission's **Powers** and **Duties** are granted by the Mayor and City Council Members pursuant to **Chapter 2-Administration, Article 1, Division 6, Section 2-21 of the Dover Code:**

- Tonight's Special Forum is called according to

**ARTICLE II.**

**Sec. 58-31.**

(1) *To* promote and develop an environment of fairness and respect among its citizens; and

(4) *To o*ffer a range of programs and services that will help its residents and neighborhoods prevent and resolve issues of human relations

(Code 1981, § 2-16; Ord. of 2-11-2002)

**The focus of this special forum** is to raise the awareness and involvement in resolving and reporting racial and sexual orientation hate crimes in Dover and the State of Delaware. In addition, to review ethical remedies for dealing with emotional, spiritual, and social challenges for victims of bias-motivated violence.

**The goal of the Dover Human Relations Commission tonight** is to help generate new paradigms and methods for eradicating hate crimes through none-controversial and

constructive dialogue that stimulates the community, students and law enforcement agencies to build a closer relationship with one another.

**Please be advised** that this special forum is not a debate over the concepts and ideas of same sex marriages or pending cases involving racial tension, but an educational enrichment forum that highlights how to properly disagree with one's race or sexual orientation without offending or violating another person's human and constitutional rights.

**Each presenter** will be asked a series of questions by the Chair of the Commission and after all presentations; the forum will be open to the audience for discussion at that time.

**The Ground rules for this forum are as follows;**

1). Audience Members will have **3** minutes to voice their concerns during question \ answer period

2). Citizens who contacted the City Clerk's Office will speak first

3). All questionnaires and written testimonies are to be submitted to the commission

4). Please reframe from side conversations when citizens are speaking

5). No Pending Cases will be discussed

6). Adjournment @ 9:00 p.m.

After the ground rules were read, chair Sudler began with presenter number one, **Chief Prosecutor Kent County, DE Ken Haltom Esq. Department of Justice** and asked him to briefly define the following topics:

1. Hate Crime Prevention Act – Shepard's Law?
2. Hate Crime Case Study – Shenandoah [Women being torched for being gay]
3. **42 U.S.C. Code 3631** [Threatened to use force because of race, color etc…]
4. In your opinion, what area of communication is most essential for enhancing the relationship and trust between law enforcement agencies and non-government organizations

**Chief Prosecutor Kent County, DE Ken Haltom Esq. Department of Justice Response ® to questionnaire:**

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R1). Chief Haltom spoke about how Mathew Shepard was tortured for being gay, which according to Delaware Criminal and Traffic Law Manual Title 11 Code 1304 Section (a) (2) select a victim because of his/her sexual orientation. This misfortunate incident was the reason why it's called Shepard's Law

R2). Chief Haltom wasn't to familiar with the case study of Shenandoah, who was also tortured for being gay, so he elaborated on the need for students in schools and community members to report hate crime offenders and incidents to the local law enforcement agencies, and or, city and state officials.

R3). Chief Haltom explained Title 42 U.S.C. Code 3631 as a hate crime covered under the State of Delaware's Title 11 Code 1304 Section (a) (2), selection of victim due to race, which is a hate crime offense. In closing of Chief Haltom's response to the questions by the chair, a final question was asked, Chief Haltom, in your opinion, what area of communication is most essential for enhancing the relationship and trust between law enforcement agencies and non-government organizations?

R4). Chief Haltom acknowledged that there are different avenues to help promote better communication and stronger alliance between law enforcement agencies and the community. He suggested that we work together to break down the barriers that keep individuals from reporting these hate crimes and he encouraged audience members to contact him personally if they were not satisfied with how an investigation was conducted.

Chief Haltom stated that he knows that hate crimes occur more often then what is being reported and he feels and understands the frustration that a person can experience, but he believes that forums such as this one would help to promote dialogue and change. In closing, Chief Haltom shared with the commission that out of 15 years of practicing law, this forum was the first of its kind, which he feels is a big change for him, one which he embrace and is eager to be a big part of.

The second presenter Chief Harry Downs Jr. of the Delaware State University Police Department was asked the following questions:

1. How does DSU'S Police Department investigate hate crimes?
2. Are students briefed about different hate crimes or other related incidents in freshman orientation?
3. What are some of the consequences and penalties for students who have been involved in hate crime activity on campus?

4. In your opinion, how can students and their peers help to eradicate hate crimes on higher education institutions?

**Chief Harry Downs Jr. Delaware State University Police Department**

**Response ® to questionnaire:**

R1). Chief Downs indicated that their police department investigates hate crimes the same way any other police department. In incidents such as hate crimes and other related incidents, the student is prosecuted through the university judicial system as well as DSU – Police Department

R2). Chief Downs stated that although they don't cover hate crimes in freshmen orientation they do advocate the need for tolerance and respect among all students regardless of race, religion, color, sexual orientation, national origin, ancestry or disability.

R3). Chief Downs indicated that some of the penalties for being convicted for a hate crime at the university included termination of enrollment at DSU, criminal charges, and DSU- judicial charges. Chief Downs also, expressed how appreciative he was to have a great relationship with Dover Police Chief and Delaware State Police Department.

R4). Chief Downs believes that students can help their peers after being a victim of a hate crime by encouraging them to seek counseling at DSU Counseling Division or talk with Student Government Body (SGA) to help raise awareness of what could happen to other students on campus.

Presenter number four commissioner **Vincent A. Petroff, MHR Human Relations Supervisor Division of Human Relations was asked these series of questions:**

1. How often does race or sexual orientation impede upon one's opportunity to get fair housing in the State of Delaware?
2. How does the state human relations commission investigate hate crimes in housing and workplace environment?
3. In your opinion, what strategies or methods could be used to help community leaders and student government bodies identify and prevent potential hate crime activities in communities and higher education institutions

**Vincent A. Petroff, MHR Human Relations Supervisor Division of Human Relations SHRC**

**Response ® to questionnaire:**

R1). Commissioner Petroff, explained the state human relations procedure for investigating fair housing violations according to title 6 chapter 4601 (a) of the Fair Housing Codes for the State of Delaware, outlines the policy and jurisdiction of their commission. Commissioner Petroff stated that between 2010 to 2012, there has been 24 fair housing violations, 0 – sexual orientation discrimination claims and 6 hate crime housing incidents.

R2). Commissioner Petroff said that in an investigation process for the state human relations commission, there are certain elements of the crime that must be present to determine the identity and severity of the housing violation, so in an effort to prevent potential discrimination in housing they have testers to go out to different communities to see if the potential landlords are exercising discriminatory practices on prospect applicants.

For example; if a potential resident decides to look at a neighborhood which they are interested in renting or buying and a current resident states to them that, they may have problems if they move into that neighborhood!, then that statement could be considered an intimidation tactic to deter them from moving in that community. This would be covered under fair housing law title 6 chapter 4619 Prohibition of Intimidation

R3). Commissioner Petroff, believes that there should always be a healthy dialogue and relationship between the police community and neighbors to help address and pinpoint concerns and issues through forums and community meetings. Also, he recommended the mediation process to help reflect all party's issues in a particular situation as a great strategy to diffuse hate crime incidents.

Commissioner Petroff, emphasized on students addressing their problems head on and utilizing Law Enforcement Agencies, the Department of Labor and or the State Human Relations Commission @ 1-877-54-Human for additional guidance and support.

That concludes segment 1 of the special forum

**Segment two of the special forum focused on Counselor's Remedies for Victims of Race and Sexual Orientation Hate Crimes in Dover, Delaware**

Since two out of the three counselors were unavailable to attend this form, Chair Sudler asked Mr. Ralph Robinson Director of DSU Counseling Division the following questions:

**1).** How students and community members can positively deal with social and emotional anguish, after encountering or witnessing a race hate incident

**2).** What are the first components of identifying when you have an emotional problem, who and when to contact them?

**3).** How can students and family members assist a love one or peer after discovering that they have been a victim of a race hate crime or other related incidents

R1). Mr. Robinson started his response to question number one by first thanking the Dover Human Relations commission for inviting him to the forum and acknowledged that sometimes it's a difficult task to help students deal with emotional and social anguish after being a victim of a race or sexual orientation hate crime and encourages students to talk to someone who will listen to the victim without judging or blaming them for the incident.

R2). Mr. Robinson expressed that one of the first components of identifying when you have an emotional problem is when you find yourself overwhelmed with thoughts of revenge or constant obsession over the matter, which interferes with your normal daily function throughout the day. These signs are often followed by physical signs as well, such as headaches, backaches and stomach pains, which are advance signs of severe emotional distress. Mr. Robinson pointed out that there are a multitude of mental health agencies throughout the state of Delaware that can assist students and non-students with dealing with stress anxiety and depression. He also expressed that students should report incidents to the DSU – Police Department and or, the Counseling Division, so that they can vent and receive support with managing their anger in a positive, rational and respectful way, "for it is okay to be upset, but not okay to behave irrational" said Mr. Robinson

R3). Mr. Robinson reinforced the important of love ones or peers taking the time out to allow the victim to vent without placing blame on the victim, for they need to know that you value their thoughts about the situation and are listening intensely to what they have to say for their emotional well-being.

After the completion of questions being asked and answered by DSU- Director of Counseling Division, Ralph Robinson, the chair introduced to the audience members and panel Mr. Gerald Rocha Community Leader, United Way Employee and Emeritus President of Zeta Rho Lambda Chapter of Alpha Phi Alpha Fraternity Incorporated 1906.

Mr. Rocha elaborated on the alarming amount of suicides at Polytech High School and the enormous amount of bullying issues among the Lesbian, Gay, Bisexual and Transgender Community. Mr. Rocha highlighted how imperative it is to develop a gay and straight alliance throughout all schools districts to help students understand and identify the various sexual orientation communities.

He also, asked Chief Prosecutor for Kent County Department of Justice Ken Haltom Esq. if the lesbian, gay, bisexual and transgender community was protected under title 11 code 1304 (a) (2) of the Delaware State Criminal and Law Traffic Manual, which Chief Haltom said according to his interpretation of the law, it was covered under the Hate Crime Law. After Chief Haltom answered Mr. Rocha's question, then chair Sudler asked Mr. Rocha if there have been any students who have exhibit characteristics in their personality that could be viewed as a potential hate crime offender in the future and how does united way address that issue?

Mr. Rocha expressed that the faculty as well as the kids may have a hard time identifying hate crime scenarios because of the lack of training they have received in that area, but united way is currently seeking additional training in the near future to help eradicate bullying and hate crimes among all students said Mr. Rocha.

After Mr. Rocha's answer, Chair Sudler introduced to the panel and audience members Mr. Mark Steven Wright Jr. who is currently enrolled at Delaware State University as a freshman. Mr. Wright expressed that he was assaulted by an older Caucasian neighbor who was four years older than he, because his neighbor's girlfriend commented to him that Mark was a cute guy to be black / African American. Out of anger, the neighbor assaulted him and until this day, Mark believes that the initial investigation of the incident should have been dealt with as a hate crime and not just an offensive touching and assault incident.

Also, Mr. Wright shared with the commission that he witnessed an illegal search by a ____ Police Officer, who allegedly searched his father's vehicle after being told that he did not have permission to search his vehicle. After witnessing that situation, he stated that he feels that law enforcement officials should have harsher penalties for misuse of authority because the general public trust and depends on law enforcement officers to uphold the law and be a positive role model for the community to look up to and not mistrust them.

According to Mr. Wright, as a student at DSU he has not personally experienced characteristics that define or identify hate crime activity, but he stated that he wish there was counseling sessions that he could have taken advantage of to help him deal with his frustration and emotions, for he said, "after being a victim of a hate crime at an early age, it has changed him to the point that he has become more alert and quicker to defend himself then before the incident occurred".

After Hearing from Mr. Wright, Chair Sudler thanked Mr. Wright and the entire panelist for taking the time out to come and share with the community and commission imperative knowledge and information that is very relevant to our student government body and our community today.

**Presentations and Comments from Community Members:**

At **8:23 p.m**. Chair Sudler opened the special forum for discussion between the panelist and audience members. Chair Sudler called on Mr. Cecil Wilson, who contacted the City Clerk's Office to speak on tonight's topic, but he was not present. Chair Sudler, then asked other audience members if they were interested in bringing forth any concerns or issues by first stating your name and address for the record.

**1).** Bill Washington from 8 Mishoe Street Dover, Delaware 19904, thanked 31st District House of Representatives Darryl Scott for helping him with a dilemma he had over a year ago concerning a public works issue in the City of Dover, then he proceeded to brought forth his concern about young adults loitering during late night into the early morning throughout the week and weekend.

He believes that the police department should walk through the community sometimes rather than just ridding bye one's community. For he feels that, the police officers may be able to reach out to the youth and assess the needs of that community more effectively if their presents was more visible on foot then riding by in a police patrol vehicle.

**2).** Judy Blue of Dover, Delaware asked a question addressed to Mr. Ralph Robinson Director of DSU Counseling Division, in regards to why the campus faculty and staff members of DSU were not reporting any negative changes in the environment on campus? Mr. Robinson's response indicated that there are faculty members who often call his division to notify them of disruptive behavior or emotional distress displayed buy students on the campus. He said, "That sometimes faculty members just takes a student by the hand and leads them to the counseling division, rather than advising and sending them on there way to seek counseling".

**3).** Fred Robinson of Dover, Delaware asked the panel if anyone knew the percentage of progress made 10 years ago in comparison to 2012, has it increased or decreased in the Dover community concerning hate crimes? Chief Prosecutor Ken Haltom responded to the question by saying, "It's not a crime that is being reported", then Mr. Fred Robinson asked about the hate crime literature that was disseminated on DSU campus and Chief Haltom indicated that he was unable to discuss that case due to the fact that the case was still under investigation, therefore, he could not comment on the question and continued to reinforce the need for citizens to come out and report these hate crimes for he knows it happens more then what's being reported!

Mr. Robinson ended his questions by stating that he feels that the relationship between city officials, community leaders, and community is very poor in comparison to places he has

been, he believes that the city officials need to be more hands on when it comes to their constituents. Mr. Robinson asked, how can we make progress when the community and law enforcement agencies are frustrated with each other?

Mr. Rocha responded to Mr. Robinson's question by stating that he believes that the reason why hate crimes are not being reported is because, whenever someone tries to report a crime as a hate crime, no one wants to deal with the element aspect of the hate crime or its just

intentionally overlooked, he feels that we need to continue to keep having forums such as this special forum in order to bring everyone to the table especially, law enforcement agencies in order to orchestrate a positive resolution in the City of Dover.

Commission Hackett asked Chief Haltom, what are the outcomes of the cases that have been reported in the City of Dover? Chief Haltom expressed that a lot of times the crime doesn't have all of the elements in the case to consider it a hate crime. Also, they do additional research in their investigation such as looking at Facebook or twitter to determine if there are elements to help define that crime as a hate crime.

Mr. Rocha asked Chief Haltom if they did find something on Facebook or twitter, if that would be a felony or misdemeanor. Chief Haltom responded a misdemeanor!

Commissioner Edamatsu asked Chief Haltom, if you have issues such as police bullying during traffic violations is that a hate crime? Chief Haltom response was No! but if a police officer has in his computer data base that a person's license has been suspended, then they are supposed to arrest that individual and take them to jail. For he knows that sometimes Delaware Motor Vehicle Department may not have changed the information or drop the suspended license notice within a certain time period, which could lead to an arrest, but the Department of Justice is aware of those problems and is sensitive to that situation.

Commissioner White expressed that she knows that the Delaware Criminal Codes are often changed on a monthly or annual basis and what she wants to know is, how often is the public made aware of these changes and how are they being notified? Chief Haltom response was these changes are often posted on line for the public's review.

Representative Darryl Scott commented on the fact that there are representatives that monitor the process of passing the law and sometimes may not do as an effective job communicating that to the public, but that is something that they are currently trying to improve.

Commissioner White expressed that DSU is in the Dover community and she feels that constituents of Dover should be allowed to speak and express any and all concerns that they may have in regards to their safety and their love one's safety.

Commissioner Warfeild asked Chief Haltom, How quickly are they changing the Delaware Criminal Codes once they have been passed?

Chief Haltom stated that the law is in effect upon the governor signing of the law. He feels that a good way to monitor that process is through your local representatives and special forums such as this one, where you learn more about upcoming changes and understand how to follow these changes through the General Assembly Web-Site.

Mr. Robinson was called back to the podium to express that for the record, he is not hear to be controversial but to be a part of a positive change and dialogue that is much needed in the City of Dover.

Commissioner Hackett stated that she would like to see a better and closer relationship between the public and the police officers, because some people don't get there mail all the time and are unaware that they are in noncompliance of the Delaware Motor Vehicle Code.

Chief Haltom reinforced to Commissioner Hackett that they are aware of that and often try to work with them as much as legally possible.

31st District Representative Darryl Scott asked DSU – Police Chief Harry Downs Jr. how they investigate similar offenses? Chief Downs indicated that they deal with cases on an individual basis, and if someone feels as though they have been treated unfairly, then strongly recommends that they seek additional help from a higher level of command.

Chief Downs also expressed that he agrees with Chief Haltom that the public needs to help report and resolve hate crimes in their community, because usually, the public has more information about the incident then the police department has, for recommends that the community work closer with the police in quest of strengthening our community, reporting and eradicating not just hate crimes, but all forms of crime in one's community.

Commissioner Dawn Allen-Pyne expressed that the Police Department needs to reach out to the community and let them know what kind of steps have been taken to strengthen their relationship and trust factor between both parties.

Commissioner Hackett stated that we need to make sure that all communities are given the same respect and policed the same way or it could be perceived as discrimination based on neglect.

Commissioner Edamatsu feels that we all have to do a better job in understanding, communicating and working together to make our Dover community a better place for people to reside.

Chair Sudler asked the panel if there has been any talk about requiring hate crime offenders to register like sex offenders with the police department, so that community members would be made aware of individuals who are members of hate crime organizations in their community.

The response from Chief Haltom was no!

In closing of the forum, Chair Sudler thanked the Department of Justice for the State of Delaware, the State Human Relations Commission, Delaware State University's Police Department, Delaware State University's Counseling Division, Students and Community

Leaders for participating in tonight's special forum and encouraged them to come back for part two of the forum, which is forthcoming in 2013.

On **September 27, 2012, @ approximately 7:00 p.m.** The Commission conducted an Outreach Meeting under the leadership of Community Program's Chair and Vice-Chair of the DHRC, Dawn Allen Pyne and also Fay D. White who helped secure and coordinate the outreach meeting.

On **September 27, 2012, @ approximately 9:30 p.m.** Chair Sudler was contacted by Vice-Chair Dawn Allen Pyne and complaintee **Mr. Henry Fordham,** in regards to the events that led up to an attempted murder and castration by hanging at Silver-lake Recreational Park located in Dover, Delaware.

**On September 28, 2012,** Chair Sudler scheduled a Roundtable Meeting for **October 5, 2012**, with Henry Fordham, State Human Relations Commission, Mayor, City Council President, 4th District Councilmen, 31st District House of Representative the Department of Justice and Dover Human Relations Commission to hear the events that allegedly took place on September 21, 2012. **[Please see roundtable agenda and city solicitor's opinion]**

**DOVER HUMAN RELATIONS COMMISSION**
**ROUNDTABLE MEETING**
**OCTOBER 5, 2012**
**CITY HALL CONFERENCE ROOM**
**********************************************************************************

**Agenda**

1. Call to Order
2. Prayer
3. Purpose of Roundtable
4. Goal of Roundtable
5. Introduction of Officials
6. Summary of Resident's Statement to DHRC
7. Mr. Henry Fordham's Testimony
8. Review of Alleged Criminal Elements
9. Roundtable Discussion
10. Adjournment

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**3. Purpose of Roundtable**:

The purpose of the Dover Human Relations Commission's Roundtable is to establish an environment conducive for residents and community leaders to report sever acts of undesirable behavior and customer service that may place extreme emotional distress on residents of Dover, without fear of retaliatory acts exercised upon them.

**4. Goal of Roundtable:**

The goal of the roundtable is to provide residents and community leaders with an opportunity to voice their emergency concerns to city, state or federal officials in an effort to help eradicate distress and tension between two or more opposing parties. We will meet this goal by providing resources and information that will contribute to decreasing racial tension and emotional distress after being a victim of bias-motivated acts of violence. In addition, to simply advocate a higher quality of living and communication between the City of Dover officials and all constituents of Dover, Delaware.

**5. Introduction of Officials:**

**6. Resident's Statement:**

**On September 27, 2012, @ 9:17 p.m., Mr. Henry Fordham** reported to the Dover Human Relations Commission's Chair [**Roy Sudler, Jr.]** that on **September 21, 2012,** he was approached by two Caucasian males who befriended him earlier that day through a general conversation about the origin and practices of Muslim Religion. Later on that evening, Mr. Fordham met with the two Caucasian males to continue their conversation. After getting into the vehicle of the two Caucasian males, he then was held gun-point and taken to Silver Lake Recreational Park located in Dover, Delaware. During the time he was unlawfully held captive against his will; Mr. Fordham experienced derogatory racial slurs, being pistol-whipped, hung and attempted murder and castration and survived.

Mr. Fordham stated that, "He tried to report the incident to various law enforcement agencies and was denied the opportunity to make an official hate crime complaint". In addition, according to Mr. Fordham, he was advised by more than one law enforcement agencies, that he would be arrested for false report if he continued to pursue filing an incident report of this nature".

The Dover Human Relations Commission has been requested by Mr. Fordham to be a catalyst \ mediator in the process of helping him to file an official complaint with the proper law enforcement agency without fear of retaliatory acts or undue distress sanctioned upon him.

Mr. Fordham, brought forth his concern to the Dover Human Relations Commission in an effort to make sure that his human and civil rights were not being violated and to simply give testimony as to the events that led up to his abduction on **September 21, 2012**.

## 8. Alleged Elements in Mr. Henry Fordham's Claim Pursuant to Delaware's Criminal & Traffic Manual

**********

**Title 11 Sections:**

**513.** Conspiracy in the first degree; class E felony.

**604.** Reckless endangerment in the first degree; class E felony.

**782.** Unlawful imprisonment in the first degree; class G felony.

**783A.** (**4**) Kidnapping in the first degree; class B felony.

**1244.** (**a**) - (**4**) Hindering prosecution; class A misdemeanor.

**1245.** Falsely reporting an incident; class A misdemeanor.

**1301.** (**1**) (**a**) Disorderly conduct; unclassified misdemeanor.

**1304.** (**a**) (**1-2**) Hate Crimes; class G felony.

**1447.** Possession of a deadly weapon during commission of a felony; class B felony.

**Recommendation from Chair of DHRC as of 9/27/2012 to Mr. Henry Fordham:**

1. Seek counseling immediately for emotional distress and thoughts of irrational retaliatory behavior
2. Speak with designated District City Council Representative
3. Document the events that took place in sequence as quickly as possible
4. Roundtable / Testimony

**On November 5, 2012,** the Commission received a complaint from Mr. Eshed Alston, in reference to the Chair of DHRC not doing enough to address the concerns of the community in regards to the alleged Dover lynching claim and other issues concerning minorities

**[Please see complaint document]**

## DOVER HUMAN RELATIONS COMMISSION DEMAND FOR HEARING AND WRITTEN COMPLAINT AND MEMORANDUM OF RECORD OF WRITTEN PUBLIC DEBATE CHALLENGE SUBJECT WHY ROY SUDLER SHOULD BE REMOVED FROM OFFICE AND REPLACED TO ROY SUDLER IN HIS OFFICIAL CAPACITY

RECEIVED
NOV - 5 2012
City of Dover
CITY MANAGER MAYOR

Written demand for public discussion from EShed Alston on the subject of the suspected documentation of several public lynching of Black males Mr. Connelly and of Johnny Clark. It is noted I personally took a deposition of a Dover Citizen Henry Fortlham. I herein in writing challenge you Roy Sudler in your official capacity to a public debate on two subjects **1**. the factual existence of public lynching of Black men in the city of Dover and **2**. Why you Roy Sudler and your current administration around you should be replaced with a new administration. You Roy Sudler for the public welfare and the good social purposes of the disenfranchized Black community should be replaced by and with someone truly consciencious and employing best practice standards and also possessing professional legal credentials as well as the varied skills and abilites needed to be successful and to be useful in the position you have neglected. You Roy Sudler and your totally oblivious colleages as to what isactually going on should immediately step down for the best interest and the good of the common people of the City of Dover. It is my observation and stated position in writing that you should be removed from your current office and your current position Roy Sudler for gross dereliction of duty and the noted failure to conduct public hearings which is your duty and sole purpose to protect the best interest of all the people for that best interest of the people of the City of Dover you Roy Sudler should step down. Let me know when you are ready to debate me in public on the particular subjects noted my telephone numbers are (302) 264-9568 and (302) 399-90[illegible]

**ESHED ALSTON**

So help me **GOD** I swear these facts are true

**NOTARY**

Came before me this 5th day of Nov.

LILY L. BOYER NOTARY PUBLIC MY COMMISSION EXPIRES ON 10-05-14 STATE OF DELAWARE

#7

**On November 16, 2012, Chair Sudler attended a** roundtable discussion with 4th District Candidate Bernhard A. Greenfield in reference to constituent's concerns and issues at Mishoe Towers, Inc. located in Dover, Delaware

**On November 17, 2012, Chair Sudler attended a roundtable discussion in regards to the** 4th District Candidate Rev. Wallace Dixon position concerning constituent's concerns and issues for the 4th District at Mishoe Towers, Inc. located in Dover, Delaware

**On November 26, 2012 @ 10:55 a.m.,** Chair Sudler received an E-mail from Councilmen David Anderson of the 4th District, which reference his opinion about the status of Mr. Henry Fordham's claim. **[Please see E-mail]**

**FW: Dover Human Relations Commission - Intake Form and Meeting to Discuss**

**Sent By: Traci McDowell** **On:** Oct 10/03/12 8:32 AM

To: roysudlerjr@comcast.net

Cc: "Thomas J. Leary" <councilmanleary@comcast.net>; "Carey Sr., Carleton" <ccarey@dover.de.us>; "Bill Hare" <billh2323@comcast.net>; "David Anderson" <davidlevianderson@gmail.com>; "James Hosfelt" <james.hosfelt@cj.state.de.us>; "Kim Warfield (apostlekim1@verizon.net)" <apostlekim1@verizon.net>; "City Clerks Office" <CityClerk@dover.de.us>; Hollie Ford

Chairman Mr. Sudler:

Please see City Solicitor Rodriguez' opinion below regarding the Roundtable discussion. In light of the opinion, Mr. Leary has advised that the scheduling of this meeting should not proceed.

City Solicitor Rodriguez has suggested that the complainant be directed to speak with the State Human Relations Commission or the Attorney General's Office.

Please feel free to contact me if you have any questions or concerns.

Thank you,
Traci A. McDowell, CMC
City Clerk

-----Original Message-----
From: Nick Rodriguez [mailto:nrodriguez@schmittrod.com]
Sent: Tuesday, October 02, 2012 5:28 PM
To: Stein, Jody
Cc: William Pepper
Subject: Re: Dover Human Relations Commission - Intake Form and Meeting to Discuss

Jody, We recommend that the City and DHRC stay out of this matter completely. This is a criminal accusation and may result in criminal charges. Secondly the City could be sued for inadequate security in a civil lawsuit. Further would be criminal concerns of false complaints. This is our recommendation based upon the very limited information that has been submitted to us at the present time. Nick Rodriguez On Oct 2, 2012, at 1:55 PM, Stein, Jody wrote:

**Sent By:** **davidlevianderson@gmail.com** **On:** Nov 11/26/12 10:55 AM
To: "Tom Leary" <tlau72@yahoo.com>; "Sean Lynn" <slynn@delawarelaw.com>; "Kim Warfield" <apostlekim1@verizon.net>; "Roy Sudler" <roysudlerjr@comcast.net>; "Roxie Smiley-" <rs82067@gmail.com>; "Gregory Gordon" <revgegordon@yahoo.com>; "Jeannie Anderson" <jeannielynna@msn.com>; ccarey@dover.de.us; Traci McDowell

http://waronthehorizon.com/site/?p=3836 [Review Website]

No wonder, the one gentleman was concerned. Dr. Issa is traveling in radical company. Combine this with private conversations in which he accused me of selling out to the white power establishment for saying a suicide is sometimes just a suicide. I am seeing a picture that I think is dangerous.

It was a huge mistake to prevent the Human Relations commission roundtable with the families. Intentions were pure, but it was the outcome most needed by the radicals who are exploiting then exaggerating legitimate concerns.

We do need to think about addressing this insidious issue without fueling it.

Sent from my HTC One™ S on T-Mobile. America's First Nationwide 4G Network.

**The December 2012 meeting was cancelled**

**In conclusion of the year 2012**, the Dover Human Relations Commission has received a total of three intake forms, which the intake form according to City Solicitor Nick Rodriguez and the City of Dover's Clerk Office are not the purview of the DHRC. Therefore, the Commission was instructed to refer these Intake Forms to other agencies for investigation:

**DHRC - INTAKE FORM TOPICS:**

1. **3/5 Index Cards** that were disseminated on the streets of Down - Town Dover and Delaware State University's Campus, which displayed an image of a person of color hanging by a rope tied to his or her's neck from a tree with a racial slur statement saying,
   **"Cleaning Up New Street One Nigger at a Time"** [**January 2012**]

2. **Alleged Police Brutality Complaint** against the **Dover Police Department** involving a shooting / homicide that took place on New Street of Dover, Delaware and one of the investigating officers allegedly exercised unnecessary force by punching a citizen of Dover in the face repeatedly during the process of investigating a shooting that was called in by the alleged victim and his mother who witnessed the crime and the shooter and ended up being arrested themselves". The witness to the alleged police brutality assault feared for his or her's safety and chose not to report the incident to Industrial Affairs of Dover Police Department and decided to report the incident to the Dover Human Relations Commission out of concern for retaliatory actions by officers of the Dover Police Department, who allegedly committed this violent offense against a citizen of Dover. [**January 2012**]

3. **Silver-Lake Recreational Park in Dover, DE [ Alleged Lynching Report]**
**On September 27, 2012, @ 9:17 p.m., Mr. Henry Fordham** reported to the Dover Human Relations Commission's Chair [**Roy Sudler, Jr.]** that on **September 21, 2012,** he was approached by two Caucasian males who befriended him earlier that day through

a general conversation about the origin and practices of Muslim Religion. Later on that evening, Mr. Fordham met with the two Caucasian males to continue their conversation. After getting into the vehicle of the two Caucasian males, he then was held gun-point and taken to Silver Lake Recreational Park located in Dover, Delaware. During the time he was unlawfully held captive against his will; Mr. Fordham experienced derogatory racial slurs, being pistol-whipped, hung and attempted murder and castration and survived. Mr. Fordham stated that, "He tried to report the incident to various law enforcement agencies and was denied the opportunity to make an official hate crime complaint". In addition, according to Mr. Fordham, he was advised by more than one law enforcement agencies, that he would be arrested for false report if he continued to pursue filing an incident report of this nature". The Dover Human Relations Commission has been requested by Mr. Fordham to be a catalyst \ mediator in the process of helping him to file an official complaint with the proper law enforcement agency without fear of retaliatory acts or undue distress sanctioned upon him.
Mr. Fordham, brought forth his concern to the Dover Human Relations Commission in an effort to make sure that his human and civil rights were not being violated and to simply give testimony as to the events that led up to his abduction on
**September 21, 2012.**

**DHRC - CONCERNS:**

The **Dover Human Relations Commission** is very concerned about the amount of intake forms that indicate racial tension in the City of Dover being deferred out to other agencies for investigation. **Pursuant to Chapter 2 – Administrative, Article I, Division 6, Section 2 – 21 and Article II Section 58 – 31 Titled Human Relations Commission's Purpose; t**he Commission has been granted the Powers and Duties to investigate claims of unfair treatment and develop ways to monitor intergroup conflict among all segments of the City of Dover. The ambiguity of our purpose and constant deferrals of intake complaint forms followed by constant ostracism from constituents of Dover regarding the Commission's lack of investigating official intake complaint forms have unfortunately, contributed significantly to the resignation of current and previous commission members, especially after hearing the nature and

urgency of resident's concerns and not being able to investigate the merit of the complaint.

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**DHRC - CHAIR'S RECOMMENDATION:**

In an effort to avoid further resignations of current and future Commission Members, it is my recommendation, as Chairman of the Dover Human Relations Commission, that the Mayor and City Council of Dover, Delaware, conduct a special meeting with the Dover Human Relations Commission to interpret **Chapter 2 – Administrative, Article I, Division 6, Section 2 – 21 of the Dover Code and Article II. Human Relations Commission, Sec. 58-31. Purpose: to mitigate or eradicate current and future Commission Member's concerns and feelings of not fulfilling their duties as Commissioners who advocate Human and Civil Rights for all segments of Dover, Delaware.**

As the year **2013** approaches, the Dover Human Relations Commission looks forward to continuing to help eradicate **racial tension, unfair-treatment, and intergroup conflict**, while advocating the philosophy of inclusiveness among all segments of Dover, Delaware. On behalf of the Dover Human Relations Commission, we thank the Mayor and Dover City Council Members for appointing each and every one of us to serve the Dover Community in such an imperative and essential way.

**Dated:** _____

**Submitted By:** _____

**Mr. Roy Sudler, Jr. – Chairman Dover Human Relations Commission**

Carvel Building
820 N. French Street
Wilmington, Delaware



Wilmington: (302) 577-5050
Dover: (302) 739-4567
Georgetown: (302) 856-5331

**State of Delaware**
**Human Relations Commission**

# MEETING AGENDA
# "Community Harmony"

## TUESDAY, MAY 15, 2001

## U. OF D. PARADEE BLDG, DOVER, DE

I. Open Prayer/Silent Meditation

II. Introduction

III. Purpose of Meeting
- Begin a dialog and develop objectives to restore and rebuild our community together with all of you and the citizens of Dover

IV. Highlights of May 1st Meeting

V. Strategies and Objectives

VI. Plan of Action
- Steps and Timeframes

VII. Closing
- Follow-up Meetings

# DOVER COMMUNITY MEETING MINUTES

The Delaware Human Relations Commission held a meeting on June 6, 2001 at the University of Delaware, Paradee Building, Route 113 and Bay Road, Dover, Delaware. The meeting was called to order by the Director of the Division of Human Relations, Juana Fuentes-Bowles. Commissioner David Hill was unable to attend the meeting due to illness.

Those present: Director of the Division of Human Relations, Juana Fuentes-Bowles, Mayor James Hutchinson, Lt. Keith O'Connell, Roy Sudler, Jr. Evangelist Shirley Caldwell, Pastor Richard Avant, Bishop Marion Lott, Pastor William Fitzhugh, Councilpersons, John Pitts and Gene Ruane, Elder W.R. Dixon, Elder Paul Caldwell, Bridget Avant and Ray (FAMBCF).

The meeting opened with an introduction of the people present. The meeting was a continuation from the last meeting (May 15, 2001) on the development of strategies and objectives to restore and rebuild the Dover Community. The highlights of the May 15 meeting were discussed. The issues were prioritized as follows:

**Issues**

(1) Concern of Citizens
(2) How citizens are viewed by local officials
(3) How citizens view the Police Department
(4) Isolation
(5) Dover Police Department (Recruitment, promotions, retention, new hires, etc.)
(6) Role of the Capital School District
(7) Media

Discussion took place on different strategies and objectives that can be placed under some of the issues. Those Strategies and objectives were as follows:

**Strategies and Objectives**

- How to get citizens involved (i.e. clergy)
- Neighborhood watch program
- Talk with citizens
- Identify communities
- Identify representation from those communities
- Communication
- Meetings being conducted (i.e. neighborhoods)
- Council to hold district meetings
- Hold community meetings
- Mobilization of a Task Force
- Develop a Citizen Concern Board

- Information meetings held by identified entities
- Establish community organizations
- Hold Block Parties
- Citizen Police Academy
- Opportunities
- Partner with Groups
- Develop Diversity Programs
- Develop Civic Associations
- Invite community to a roundtable

All members present were asked to look at some of the strategies that were identified and place them under an issue that was identified, and to develop other strategies for the identified issues.

Discussion took place in identifying communities within Dover that are not organized. Some that were mentioned are: Capital Green, Manchester Square, Liberty Court, Whatcoat, Simmon Circle and Schoolview.

Roy Mishoe Sudler introduced information entitled "Meeting Agenda for the NAACP reference to the State of Delaware, Division of Human Relations Commission" to the group. It was decided by the group to review the information for discussion at the next meeting. (Attached)

The group agreed to invite Diane Mitchum, U.S. Department of Justice at the next meeting.

The meeting was adjourned at 8:10 p.m.. The next meeting is scheduled for June 19 at 6:30 p.m.

**Involvement from the Clergy:**

Participation from all clergy.

The group felt that a plan of action should be developed before the end of the 2001 school year.

From those Highlights of the May 1, 2001 meeting, seven issues were developed:

(1) Isolation
(2) How citizens are viewed by local officials; i.e. stereotyping, race profiling, labeling.
(3) Media
(4) Dover Police Department
Recruitment, Promotion, Retention of minority group members
(5) How citizens view police, i.e. stereotyping, fear, advocacy role.
(6) Capitol School District role
Recruitment of minority teachers and administrators, school board issues.
Ratio of minority students vs. minority teachers and administration
(7) The anger of citizens

Several strategies were discussed; citizen police academy, opportunities, hold council meetings in council members districts, partner with groups, proactive approaches, develop diversity programs, community league, community review boards, civic association involvement, partner with multi-housing units and their managers, invite the community to the roundtable.

The group agreed with the issues discussed and a ranking should take place to address immediate issues first and respectively followed. They further discussed inviting other members to the table. The group felt that once the issues have been identified and agreed upon, strategies and objectives should be developed for implementation.

All members present were asked to prioritize the issues and be prepared to talk about strategies and objectives for each issue by next meeting.

The meeting was adjourned at 8:45 p.m.. The next meeting is scheduled for June 6, 2001 at 6:30 p.m. at University of Delaware, Paradee Building, Route 113 and Bay Road, Dover, Delaware.

# MEETING AGENDA FOR THE NAACP IN REFERENCE TO THE STATE OF DELAWARE DIVISION HUMAN RELATIONS COMMISSION

***WEDNESDAY, JUNE 6, 2001***

**LOCATION**: U. OF D. PARADEE BLDG. DOVER DELAWARE

## OFFICIAL QUESTIONS SUBMITTED TO THE HUMAN RELATIONS COMMISSION & DISTINGUISHING COLLEAGUE'S FROM THE NAACP.

***PURPOSE:***

TO PROJECT A REALISTIC TIME FRAME WHICH INDICATES WHEN EACH OF THESE ISSUES BEING PRIORITIZED WILL BE OPEN TO THE COMMUNITY FOR IMPUTE.

***QUESTION #{1}***

WHEN WILL WE ESTABLISH A FORUM THAT IS OPEN TO THE PUBLIC IN REFERENCE TO STRATEGIES BEING IMPLEMENTED & PRIORITIZED?

**{ANSWER}**

_____

_____

_____.

Carvel Building
820 N. French Street
Wilmington, Delaware

Wilmington: (302) 577-5050
Dover: (302) 739-4567
Georgetown: (302) 856-5331

**State of Delaware**
**Human Relations Commission**

June 12, 2001

Mr. Roy Sudler, Jr.
NAACP
130 Brandywine Drive
Meadows
Dover, DE 19904

Dear Mr. Sudler, Jr.:

Enclosed please find the minutes from the June 6, 2001 meeting.

Please review and be prepared to discuss strategies and objectives for each of the issues that were developed by the group.

Our next meeting is scheduled for **Thursday, June 19, 2001 at 6:30 P.M., at DelDot, Rt. #113 & Bay Road, Dover, DE 19901**. The meeting will be held in the New Castle Conference Room.

If you have any questions, feel free to call me at 739-4567.

Sincerely,

Juana Fuentes-Bowles

Juana Fuentes-Bowles, Director
Division of Human Relations

JFB:sp

Xc: Harriet Smith Windsor, Secretary of State
Al Carter, Deputy Principal Assistant
David Hill, Commissioner
Calvin Christopher, Commission Chairperson

# DOVER COMMUNITY MEETING MINUTES

The Delaware Human Relations Commission held a meeting on May 15, 2001 at the University of Delaware Paradee Building, Route 113 and Bay Road, Dover, Delaware. The meeting was called to order by Commissioner David W. Hill at 6:45 p.m.

Those present were: Commissioner David Hill, Director of the Human Relations Office, Juana Fuentes-Bowles, Councilpersons, Carleton Carey, Sr., William McGlumphy, John Pitts, Robert Ritter, Eugene Ruane, Stephen Speed, William Truitt, Charles Weller, President of Kent County NAACP, Cecil Wilson, Bishop Marion Lott, Mayor James Hutchinson, Chief of Police designees, Lt. Keith O'Connell and Capt. Ray Taraill, NAACP Community Activist, Travis Mishoe Sudler and NAACP Chair of Labor, Ray Sudler, Jr.

The purpose of the meeting was to begin a dialogue and develop objectives to restore and rebuild the community together with all citizens of Dover. Highlights of the May 1st meeting was discussed. Those highlights were as follows:

**Partnership:**

Partnering with other entities to establish a working relationship (Delaware State Housing Authority, community leaders, Government Officials, Attorney General Office, U.S. Department of Justice, HUD, Delaware State Housing Authority, Wesley College, Delaware Technical and Community College, Civic Organizations and Law Enforcement).

**Media Issues:**

How they can approach the Media. How the media portrays races and cultures. How media self-evaluates news.

**Education/Community Outreach:**

Feedback from citizens – Develop ways to dialogue with community leaders; ways to market the City of Dover, holding public meetings and how to be proactive vs. reactive approaches.

**Citizen Police Academy:**

How the academy functions. How it can be a resource to the community.

***QUESTION #{2}***

WHAT IS THE LONG RANGE GOAL OF THE HUMAN RELATIONS COMMISSION??????????????????

**{ANSWER}**

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## *OFFICIAL NOTATION:*

PLEASE BE ADVISED THAT THE **{NAACP}** WOULD LIKE TO WORK CONCLUSIVELY WITH THE COMMUNITY AND NOT A SEGMENT OF HIGHER OFFICIALS.

AS OF JULY 6, 2001 THE NAACP WILL NOT COMMIT TO ANY TYPE OF PARTNERSHIP WITH VARIOUS ORGANIZATIONS.

ALSO,

ANY ATTEPT TO DISCUSS THE REGINALD HANNA CASE WILL CAUSE THE NAACP TO REMOVE THEMSELVES FROM THE PANEL.

## ON BEHALF OF THE NAACP:

**ROY MISHOE SUDLER** ALONG WITH **TRAVIS MISHOE SUDLER** WILL REPRESENT THE NAACP TODAY [JULY 6, 2001]

# DHRC 2012

Chairman's Report
Submitted by: Roy Sudler, Jr.

**April 5, 2012**

Submitted to: Legislative, Finance & Administration Committee
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As an update to Chair Sudler's Self-Review and Recommendations for how the DHRC could operate more effectively within the purview of its mission statement, the Commission has moved forward towards implementing three out of the eight recommendations accepted and approved by the Legislative, Finance & Andministration Committee.

**R-(1).** That an in-depth discussion be held with city Council and the DHRC to clarify the intended goals and expectations of the Commission, as described in (Code 1981, & 2-20; Ord. of 2-11-2002).

On **January 26, 2012, @ approximately 3:30 p.m**. Council President Tom Leary and I met to discuss a possible date and time for the DHRC and City Council to sit down together and review the purpose, functions, and responsibilities of the DHRC in accordance with the Powers and Duties Granted by the Mayor and City Council for clearer detailed guidelines.
The meeting went well and I am looking forward to establishing a healthier relationship between the Mayor, City Council and the Dover Human Relations Commission.

**R-(4).** That the DHRC foster more collaborative relationships / Partnerships with other appropriate groups / organizations in working to accomplish the Commission's objectives (i.e., faith-based groups, YMCA, Dover Police, NAACP, etc).

On **March 12, 2012, @ approximately 4:03 p.m**., I visited Delaware State University's Counseling and Public Safety Division to see if they would be willing to partner with the City of Dover's DPD & DHRC to discuss the value of Community and Student Involvement when helping Law Enforcement Agencies in Resolving Race Hate Crimes and Other Related Incidents.

On **March 28, 2012, @ approximately 9:24 p.m.,** the DHRC voted to partner with the Social Action Commission of Mt. Zion A.M.E. Church, Outreach Ministries and the Dover Police Department in an effort to discuss implementing strategies and programs for Residents of Dover to "Stop the Violence and Turn In Unregistered Firearms" to the Dover Police Department without any repercussions for Offenders and Non – Offenders of the Law.

**R-(6).** That the City Solicitor conducts a workshop for DHRC Member's, on "How to Interpret the DHRC Powers, Duties and City Codes Granted by the Mayor & City Council".

# DHRC 2012

Chairman's Report
Submitted by: Roy Sudler, Jr.

Mr. Rodriguez [City Solicitor] **April 12, 2012**
City of Dover

**RE:** DHRC - Workshop on Powers & Fiduciary Duties

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On **January 25, 2012, @ approximately 7:47 p.m.** the DHRC voted to obtain a better understanding as to why the Intake Form submitted by Dr. Joe Burden Jr. concerning the 3/5 Racial Slur Index Cards were removed from **February's Agenda 2012**. In an effort to help the DHRC stay within its purview with clearer operational procedures, the Commission would like to conduct a workshop under your leadership on the Powers and Duties of the Commission granted by the Mayor and City Council of Dover, Delaware.

Below are two sections that the commission would like for you to discuss first upon your earliest convenience. We thank you in advance for assisting us and we look forward to working closer with You, Mayor, and City Council of Dover, Delaware.

## ARTICLE II. HUMAN RELATIONS COMMISSION

### Sec. 58-31. Purpose.

(2) *Monitoring.* Develop ways to measure and monitor community relations, particularly those that are sources of intergroup conflict;

### Sec. 58-33. Organization; quorum; meetings; rules of procedure; limitation of functions; agreements; compensation; legal counsel; reports.

(e) *Functions limited.* The commission shall not involve itself in activities or functions already assigned by law or decree to other governmental bodies

At this time, that will conclude Chair Sudler's Update Report on Recommendations Implemented and Approved by the Legislative, Administrative & Finance Committee.

**DOVER HUMAN RELATIONS COMMISSION – 2011**

**Chairman's Review and Recommendations**

**Submitted by: Roy Sudler, Jr.**

**1/6/2012**

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As a summary and follow up to the DHRC – 2011 Annual Report which was submitted December 21, 2011, the following self-review and recommendations are being offered for consideration as to how the DHRC could operate more effectively within the purview of its mission. Stated in the City's code, Article II, Sec. 58-31, the DHRC was established to effectively help the City meet the following needs:

**(1)** The need for an environment of fairness and respect among its citizens;
**(2)** The need for ways to effectively measure and monitor community relations, particularly those that are sources of intergroup conflict;
**(3)** The need for all segments of the community to understand and appreciate positive intergroup relations;
**(4)** The need for programs and services to help prevent and resolve community issues and improve human relations; and
**(5)** The need for developing ways of anticipating, preparing for, and relieving community tensions arising from intergroup conflict.

Recognizing that the above needs have been long-term and deep-rooted, the DHRC realizes that there are no "ready-made, quick fixes," and solutions cannot be accomplished by the DHRC alone. The key words in our stated purpose are "to help the City." With that thought in mind, I offer the following observations and recommendations.

**Summary:**

The Commission has hosted special meetings and forums during the year in response to complaints and disruptive incidences within the Dover community. These meetings were conducted in an open and non-threatening manner, with the intention of objectively reviewing the circumstances and handling of various situations. The Commission has often asked questions and sought information from the Dover Police Department and others in an effort to determine whether the handling of situations appeared to treat everyone fairly, and in a manner which helped to create an environment of fairness, dignity and respect. The Commission has also collaborated with other community agencies, organizations, City and State officials in seeking ways of addressing identified needs and concerns regarding human relations and relieving tensions arising from intergroup conflict within the City. An example of this was displayed when the DHRC was effectively used as a mediator in

resolving an alleged unfair treatment claim against the City's Housing Code Enforcement Division. The Commission was able to reflect the individual's concerns while conveying to him how important it was for him to be in compliance with the codes. Today, both parties are working together in an effort to permanently resolve this matter.

**Recommendations:**

(1) That an in-depth discussion be held with City Council and the DHRC to clarify the intended goals and expectations of the Commission, as described in (Code 1981, & 2-20; Ord. of 2-11-2002). This should insure that each group has the same understanding of the purpose, functions, responsibilities, and expectations of the Commission. As Councilwoman, Sophia Russell stated, "the Dover Human Relations Commission would function more effectively through clearer detailed guidelines and procedures for the Commission."

(2) That the DHRC work with the Mayor's Office in developing detailed written guidelines and operational procedures for exercising and accomplishing the Commission's seven (7) Powers and Duties, as delineated in Sec. 58-36. Perhaps this should include definitions, explanations, clarifications of "functions limited," ways to determine when/what they are, and even protocol for soliciting/receiving other funds.

(3) That a youth commissioner be added to the Commission. This would help to expand the Commission's inclusion of representation from the entire community. It could also help with developing ways to measure and monitor community relations.

(4) That the DHRC foster more collaborative relationships/partnerships with other appropriate groups/organizations in working to accomplish the Commission's objectives (i.e., faith-based groups, YMCA, Dover Police, NAACP, etc).

(5) That the DHRC be granted authorization to receive training for investigating and monitoring claims of unfair treatment, exclusion, and racial tension in accordance with its purpose, responsibilities, and functions. Other suggested trainings would include the Mediation Process by the Center of Community Justice in an effort to help diffuse/eradicate conflicts.

(6) That the City Solicitor conducts a workshop for DHRC members On "How to Interpret the DHRC Powers, Duties, and City Codes." This should help commission members to function more effectively within the guidelines of the DHRC's purpose.

(7) That the DHRC and City Council work together to develop and approve a Long-range Strategic Plan and Annual Operational Plan for the DHRC. This would greatly enhance the Commission's and City's ability to monitor, measure, and evaluate effectiveness of the City and the Commission in meeting its five (5) stated needs.

(8) That professional training be provided for the DHRC in "How to Develop a Strategic Plan."

## 1 Being a Prepared Tenant in Delaware

Presented by the Law Office of
Michael P. Morton, PA
mmorton@michaelpmorton.com
302-426-1313

## 2 The Landlord Tenant Code

- **The operative code under which all Delaware residential landlord tenant relationships operate is found in the Delaware Code in Title 25, Property, Residential Landlord Tenant Code.**
- **25 Del. Code. §5101-§5716**
- http://delcode.delaware.gov/
  - Click on Title 25- Property go to 5101

## 3 Manufactured Home Owners and Community Owners Act

- **This code regulates all rentals of lots for the placement of manufactured homes in Delaware.**
- **The Manufactured Home Communities act DOES NOT govern the rental of manufacture homes, only the rental of the lot. So if a tenant is renting the lot and the home, then two code apply.**
- **25 Del. Code § 7001-7025.**
- http://delcode.delaware.gov/
  - Click on Title 25- Property then go to 7001 et seq

## 4 Local Codes

- **Wilmington Code, Chapter 34**
- **NCC Code, BOCA National Property Maintenance Code**
  - **Complaint generated compliance visits**
  - **Tenants Rights Guide**
  - **Yearly registration**
  - **Protocol for Random Inspections**
  - **Enforcement or penalty sections**
- **City of Newark**

## 5 Landlord as defined in Section 5141

- **The owner, lessor or sub-lessor of the rental unit or the property of which it is a part and, in addition, shall mean any person authorized to exercise any aspect of the management of the premises, including any person who, directly or indirectly, receives rents or any part thereof other than as a bona fide purchaser and who has no obligation to deliver the whole of such receipts to another person; or**
- **Any person held out by any landlord as the appropriate party to accept performance, whether such person is a landlord or not; or**
- **Any person with whom the tenant normally deals as a landlord; or**
- **Any person to whom the person specified in subparagraphs b. and c. of this paragraph is directly or ultimately responsible.**

## 6 Landlord as defined in Section 7003

- **"Landlord" or "community owner" means the owner of 2 or more manufactured home lots offered for rent. It includes a lessor, sub-lessor, park owner or receiver of 2 or more manufactured home lots offered for rent, as well as any person, other than a lender not in possession, who directly or indirectly receives rents for 2 or more manufactured home lots offered for rent and who has no obligation to deliver such rents to another person.**

## 7 Tenant

- **The Residential Code defines Tenant as follows:**
  - **"Tenant" shall mean a person entitled under a rental agreement to occupy a rental unit to the exclusion of others, and the word "tenant" shall include an occupant of any premises pursuant to a conditional sales agreement.**
- **Section 7003 reads in relevant part:**
  - **"Tenant" or "home owner" means an owner of a manufactured home who has a tenancy of a lot in a manufactured home community; a lessee.**

## 8 Lease (AKA Rental Agreement)

- The Residential Code defines it as follows:
  - "Rental agreement" shall mean and include all agreements, written or oral, which establish or modify the terms, conditions, rules, regulations or any other provisions concerning the use and occupancy of a rental unit.
- Section 7003 reads in relevant part:
  - "Lease" or "rental agreement" means a written contract between a landlord and a tenant establishing the terms and conditions whereby a manufactured home is placed upon or is allowed to remain upon a rented or leased lot in a manufactured home community.

## 9 Rent

- The Residential Code does not define rent but has several relevant provisions that say what is considered rent.
  - Late fees are considered rent. §5501(d) says in part: "A late fee is considered as additional rent for the purposes of this code."
  - § 5312 says in relevant part: (e) Charges for utility services made by a landlord to a tenant shall be considered rent for all purposes under this Code.
- Section 7003 reads in relevant part:
  - "Rent" means money paid by a tenant to a landlord for the possession, use and enjoyment of a rented lot and other parts of the premises in a manufactured home community pursuant to a rental agreement. For purposes of summary possession, rent includes late fees for rent, other fees and charges, including utility charges, and the tenant's share of the Delaware Manufactured Home Relocation Trust Fund assessment.

## 10 What to do before you rent?

- Condition of the rental unit
  - Take photographs
  - Ask for written check list for deficiencies
  - Make sure they turn in sheet and keep a copy
  - Remember Code protects you for promises of repairs.

## 11 § 5302. Tenant remedy; termination at the beginning of term.

- (a) If the landlord fails to substantially conform to the rental agreement, or if there is a material noncompliance with any code, statute, ordinance or regulation governing the maintenance or operation of the premises, the tenant may, on written notice to the landlord, terminate the rental agreement and vacate the premises at any time during the 1st month of occupancy, so long as the tenant remains in possession in reliance on a promise, whether written or oral, by the landlord to correct all or any part of the condition or conditions which would justify termination by the tenant under this section.
- (b) If the tenant remains in possession in reliance on a promise, whether written or oral, by the landlord, to correct all or any part of the condition or conditions which would justify termination by the tenant under this section; and if substantially the same act or omission which constitutes a prior noncompliance, of which prior notice was given under subsection (a) of this section, recurs within 6 months, the tenant may terminate the rental agreement upon at least 15 days' written notice, which notice shall specify the breach and the date of termination of the rental agreement.

## 12 § 5302 continued

- (c) If there exists any condition which deprives the tenant of a substantial part of the benefit or enjoyment of the tenant's bargain, the tenant may notify the landlord in writing of the condition; and, if the landlord does not remedy the condition within 15 days, the tenant may terminate the rental agreement. The tenant must then initiate an action in the Justice of the Peace Court seeking a determination that the landlord has breached the rental agreement by depriving the tenant of a substantial part of the benefit or enjoyment of the bargain and may seek damages, including a rent deduction from the date written notice of the condition was given to the landlord.
- (d) If the condition referred to in subsection (c) of this section was caused willfully or negligently by the landlord, the tenant may recover the greater of:
- (1) The difference between the rent payable under the rental agreement and all expenses necessary to obtain equivalent substitute housing for the remainder of the rental term; or
- (2) An amount equal to 1 month's rent and the security deposit.
- (e) The tenant may not terminate the rental agreement for a condition caused by the want of due care by the tenant, a member of tenant's family or any other person on the premises with the tenant's consent. If a tenant terminates wrongfully, the tenant shall remain obligated under the rental agreement. (70 Del. Laws, c. 513, §§ 2.)

## 13 §§ 5104. Obligations of good faith.

- Every duty under this Code, and every act which must be performed as a condition precedent to the exercise of a rig ht or remedy under this Code, imposes an obligation of good faith in its performance or enforcement.

## 14 §§ 5116. Fair housing provisions

- (a) No person, being an owner or agent of any real estate, house, apartment or other premises, shall refuse or decline to rent, sublet, sublease, assign or cancel any existing rental agreement to or of any tenant or any person by reason of race, creed, religion, marital status, color, sex, national origin, disability, age or occupation or because the tenant or person has a child or children in the family.
- (b) No person shall demand or receive a greater sum as rent for the use and occupancy of any premises because the person renting or desiring to rent the premises is of a particular race, creed, religion, marital status, color, sex, national origin, disability, age or occupation or has a child or children in the family.
- (c) In the event of discrimination under this section, the tenant may recover damages sustained as a result of the landlord's action, including, but not limited to, reasonable expenditures necessary to obtain adequate substitute housing.
- (d) Notwithstanding subsection (a) of this section relating to age discrimination, and consistent with federal and state fair housing acts, a landlord may make rental units available exclusively for rental by senior citizens. A senior citizen rental unit shall be available for rent solely to senior citizens, without regard to race, creed, religion, marital status, color, sex, national origin, disability or occupation of the senior citizen and without regard to whether or not the senior citizen has a dependent child or children in the residence.
- This section is enforced by the Human Relations Commission.

## 15 §§ 5106. Rental agreement; term and termination of rental agreement.

- (a) No rental agreement, unless in writing, shall be effective for a longer term than 1 year.
- (b) Where no term is expressly provided, a rental agreement for premises shall be deemed and construed to be for a month-to-month term.
- (c) The landlord may terminate any rental agreement, other than month-to-month agreements, by giving a minimum of 60 days' written notice to the

tenant prior to the expiration of the term of the rental agreement. The notice shall indicate that the agreement shall terminate upon its expiration date. A tenant may terminate a rental agreement by giving a minimum of 60 days' written notice prior to the expiration of the term of the rental agreement that the agreement shall terminate upon its expiration date.

- (d) Where the term of the rental agreement is month-to-month, the landlord or tenant may terminate the rental agreement by giving the other party a minimum of 60 days' written notice, which 60-day period shall begin on the 1st day of the month following the day of actual notice.
- (e) With regard to a tenant occupying a federally-subsidized housing unit, in the event of any conflict between the terms of this Code and the terms of any federal law, regulations or guidelines, the terms of the federal law, regulations or guidelines shall control.

16 ☐ **§§ 5107. Renewals of rental agreements with modifications**

- (a) If the landlord intends to renew the rental agreement subject to amended or modified provisions, the landlord shall give the tenant a minimum of 60 days' written notice prior to the expiration of the rental agreement that the agreement shall be renewed subject to amended or modified provisions, including, but not limited to, amended provisions relating to the length of term or the amount of security deposit or rent. Such notice shall specify the modified or amended provisions, the amount of any rent or security deposit and the date on which any modifications or amendments shall take effect.
- (b) After receipt of such notice from the landlord, unless the tenant notifies the landlord of the tenant's intention to terminate the existing rental agreement a minimum of 45 days prior to the last day of the term, the provisions of the amended or modified rental agreement shall be deemed to have been accepted and agreed to by the tenant, and the terms of the lease, as amended, shall take full force and effect.
- (c) If the tenant rejects the modified terms or provisions set forth in a notice of renewal given under this section, then the rejected notice of renewal shall be considered an effective termination notice.
- (d) The terms of subsections (a) through (c) of this section shall not be applicable where the tenant's rent and security deposit are a function of the tenant's income in accordance with any form of regulations or guidelines of the United States Department of Housing and Urban Development (HUD); in the event that they are a function of income, the regulations and guidelines established by HUD with regard to the determination and future adjustments of a tenant's rent and security deposit shall govern. With regard to a tenant's occupying HUD-subsidized units, in the event of any conflict between the terms of this Code and the terms of any HUD regulation or guideline, the terms of a HUD regulation or guideline shall control. (74 Del. Laws, c. 413, §§ 1.)

17 ☐ **§§ 5108. Rental agreement; automatic extension**

- (a) Where a rental agreement, other than for farm unit, is for 1 or more years, and 60 days or upward before the end of the term either the landlord does not give notice in writing to the tenant of landlord's intention to terminate the rental agreement and the tenant does not give 45 days' notice to the landlord of tenant's intention to terminate the rental agreement, the term shall be month-to-month, and all other terms of the rental agreement shall continue in full force and effect.
- (b) The provisions of §§ 5107(a) through (c) of this title shall control if a notice of renewal with modifications has been sent.
- (c) With regard to a tenant occupying a federally-subsidized housing unit, in the event of any conflict between the terms of this Code and the terms of any federal law, regulations or guidelines, the terms of the federal law, regulations or guidelines shall control.

18 ☐ **§ 5109. Rental agreement; promises mutual and dependent**

- (a) Material promises, agreements, covenants or undertakings of any kind to be performed by either party to a rental agreement shall be interpreted as mutual and dependent conditions to the performance of material promises, agreements, covenants and undertakings by the other party.
- (b) A party undertaking to remedy a breach by the other party in accordance with this Code shall be deemed to have complied with the terms of this Code if their noncompliance with the exact instructions of this Code is nonmaterial and non prejudicial to the other party.

19 ☐ **§§ 5110. Rental agreement; effect of unsigned rental agreement**

- (a) If the landlord does not sign a written rental agreement which has been signed and tendered to the landlord by the tenant, acceptance of rent without reservation by the landlord shall give to the rental agreement the same effect as if it had been signed by the landlord.
- (b) If the tenant does not sign a written rental agreement which has been signed and tendered to the tenant by the landlord, acceptance of possession and payment of rent by the tenant, without reservation, shall give to the rental agreement the same effect as if it had been signed by the tenant.
- (c) Where a rental agreement which has been given effect by the operation of this section provides by its terms for a term longer than 1 year, it shall operate to create only a 1-year term.

20 ☐ **Verbal rental agreements.**

- **Are recognized under the code, but are not recommended.**

21 ☐ **§§ 5101. Applicability of Code**

- **(a) This Code shall regulate and determine all legal rights, remedies and obligations of all parties and beneficiaries of any rental agreement of a rental unit within this State, wherever executed. Any rental agreement, whether written or oral, shall be unenforceable insofar as the agreement or any provision thereof conflicts with any provision of this Code, and is not expressly authorized herein. The unenforceability shall not affect other provisions of the agreement which can be given effect without the void provision.**

22 ☐ **§§ 5501. Tenant obligations; rent**

- (a) The landlord and tenant shall agree to the consideration for rent. In the absence of such agreement, the tenant shall pay to the landlord a reasonable sum for the use and occupation of the rental unit.
- (b) Rent shall be payable at the time and place agreed to by the parties. Unless otherwise agreed, the entire rent shall be payable at the beginning of any term for 1 month or less, while 1 month's rent shall be payable at the beginning of each month of a longer term.
- (c) Except for purposes of payment, rent shall be uniformly apportioned from day to day.
- (d) Where the rental agreement provides for a late charge payable to the landlord for rent not paid at the agreed time, such late charge shall not exceed 5 percent of the monthly rent. A late charge is considered as additional rent for the purposes of this Code. The late charge shall not be imposed within 5 days of the agreed time for payment of rent. The landlord shall, in the county in which the rental unit is located, maintain an office or other permanent place for receipt of payments, where rent may be timely paid. Failure to maintain such an office, or other permanent place of payment where rent may be timely paid, shall extend the agreed on time for payment of rent by 5 days beyond the due date.
- (e) If a landlord accepts a cash payment for rent, the landlord shall, within 15 days, give to the tenant a receipt for that payment. The landlord shall, for a period of 3 years, maintain a record of all cash receipts for rent.

23 ☐ **Other Fees**

- **The code has a number of provisions governing what fees can or cannot be charged. As previously mentioned you can charge a late fee. See §5501 above. You may also be charged an application fee. Assurance money is prohibited, and all other fees are**

covered by §5311.

24 ☐ **§5514**

- (d) Where a tenant is required to pay a fee to determine the tenant's credit worthiness, such fee is an application fee. A landlord may charge an application fee, not to exceed the greater of either 10 percent of the monthly rent for the rental unit or $50, to determine a tenant's credit worthiness. The landlord shall, upon receipt of any money paid as an application fee, furnish a receipt to the tenant for the full amount paid by the tenant, and shall maintain for a period of at least 2 years, complete records of all application fees charged and amounts received for each such fee. Where the landlord unlawfully demands more than the allowable application fee, the tenant shall be entitled to damages equal to double the amount charged as an application fee by the landlord.

25 ☐ **§§ 5310. "Assurance money" prohibited**

- (a) In every transaction wherein an application is made by a prospective tenant to lease a dwelling unit, the prospective landlord or owner of the dwelling unit shall not ask for, nor receive, any "assurance money" or other payment which is not an application fee, security deposit, pet deposit or similar deposit reserving the dwelling unit for the prospective tenant for a time certain. The prospective landlord shall not charge the prospective tenant, as a fee for any credit or other type of investigation, any more than the specific cost of such investigation. For purposes of this section, "assurance money" shall mean any payment to the prospective landlord by a prospective tenant, except an application fee, a payment in the way of a security deposit, pet deposit or similar deposit, reserving the dwelling unit for the prospective tenant for a time certain or the reimbursing of the specific sums expended by the landlord in credit or other investigations.

26 ☐ **Assurance Money Continued**

- (b) Each landlord shall retain, for a period of 6 months, the records of each application made by any prospective tenant. Upon any complaint of a violation of this section, the Consumer Protection Unit of the Attorney General's office shall investigate the same, shall interview tenants of the landlord and shall, under appropriate search warrant, have the right to investigate all records of the landlord pertaining to applications made within the preceding 6 months. If such investigation reveals good cause for the Attorney General's office to believe there has been a violation of this section, the Attorney General's office may issue such cease and desist orders in accordance with §§ 2517 of Title 29 as are required to remedy the violation.

27 ☐ **§§ 5311 Fees**

- **Except for an optional service fee for actual services rendered, such as a pool fee or tennis court fee, a landlord shall not charge to a tenant any nonrefundable fee as a condition for occupancy of the rental unit.**

28 ☐ §§ 5301. Landlord obligation; rental agreement

- (a) A rental agreement shall not provide that a tenant:
- (1) Agrees to waive or forego rights or remedies under this Code;
- (2) Authorizes any person to confess judgment on a claim arising out of the rental agreement;
- (3) Agrees to the exculpation or limitation of any liability of the landlord arising under law or to indemnify the landlordfor that liability or the costs connected therewith.
- (b) A provision prohibited by subsection (a) of this section which is included in the rental agreement is unenforceable. If a landlord attempts to enforce provisions of a rental agreement known by the landlord to be prohibited by subsection (a) of this section the tenant may bring an action to recover an amount equal to 3 months rent, together with costs of suit but excluding attorneys' fees.

29 ☐ **§§ 5111. Attorney's fees prohibited**

- **No provision in a rental agreement providing for the recovery of attorney's fees by either party in any suit, action or proceeding arising from the tenancy shall be enforceable.**

30 ☐ **§§ 5107. Renewals of rental agreements with modifications**

- (a) If the landlord intends to renew the rental agreement subject to amended or modified provisions, the landlord shall give the tenant a minimum of 60 days' written notice prior to the expiration of the rental agreement that the agreement shall be renewed subject to amended or modified provisions, including but not limited to, amended provisions relating to the length of term or the amount of security deposit or rent. Such notice shall specify the modified or amended provisions, the amount of any rent or security deposit and the date on which any modifications or amendments shall take effect.
- (b) After receipt of such notice from the landlord, unless the tenant notifies the landlord of the tenant's intention to terminate the existing rental agreement a minimum of 45 days prior to the last day of the term, the provisions of the amended or modified rental agreement shall be deemed to have been accepted and agreed to by the tenant, and the terms of the lease, as amended, shall take full force and effect.

31 ☐ **Renewals with modifications**

- (c) If the tenant rejects the modified terms or provisions set forth in a notice of renewal given under this section, then the rejected notice of renewal shall be considered an effective termination notice.
- (d) The terms of subsections (a) through (c) of this section shall not be applicable where the tenant's rent and security deposit are a function of the tenant's income in accordance with any form of regulations or guidelines of the United States Department of Housing and Urban Development (HUD); in the event that they are a functbn of income, the regulations and guidelines established by HUD with regard to the determination and future adjustments of a tenant's rent and security deposit shall govern. With regard to a tenant's occupying HUD-subsidized units, in the event of any conflictbetwean the terms of this Code and the terms of any HUD regulation or guideline, the terms of a HUD regulation or guideline shall control.

32 ☐ **§§ 5108. Rental agreement; automatic extension of agreements**

- (a) Where a rental agreement, other than for farm unit, is for 1 or more years, and 60 days or upward before the end of the term either

the landlord does not give notice in writing to the tenant of landlord's intention to terminate the rental agreement and the tenant does not give 45 days' notice to the landlord of tenant's intention to terminate the rental agreement, the term shall be month-to-month, and all other terms of the rental agreement shall continue in full force and effect.

- (b) The provisions of §§ 5107(a) through (c) of this title shall control if a notice of renewal with modifications has been sent.
- (c) With regard to a tenant occupying a federally-subsidized housing unit, in the event of any conflict between the terms of this Code and the terms of any federal law, regulations or guidelines, the terms of the federal law, regulations or guidelines shall control.

33 ☐

## §§ 5514. Security deposit

- (a)(1) A landlord may require the payment of security deposit.
- (2) No landlord may require a security deposit in excess of 1 month's rent where the rental agreement is for 1 year or more.
- (3) No landlord may require a security deposit in excess of 1 month's rent (with the exception of federally-assisted housing regulations), for primary residential tenancies of undefined terms or month to month where the tenancy has lasted 1 year or more. After the expiration of 1 year, the landlord shall immediately return, as a credit to the tenant, any amount in excess of 1 month's rent.
- (4) The security deposit limits set forth above shall not apply to furnished rental units.

34 ☐

- (b) Each security deposit shall be placed by the landlord in an escrow bank account in a federally-insured banking institution with an office that accepts deposits within the State. Such account shall be designated as a security deposits account and shall not be used in the operation of any business by the landlord. The landlord shall disclose to the tenant the location of the security deposit account. The security deposit principal shall be held and administered for the benefit of the tenant, and the tenant's claim to such money shall be prior to that of any creditor of the landlord, including, but not limited to, a trustee in bankruptcy, even if such money is commingled.

35 ☐

## Security Deposit continued

- (c) The purpose of the security deposit shall be:
- (1) To reimburse the landlord for actual damages caused to the premises by the tenant which exceed normal wear and tear, or which cannot be corrected by painting and ordinary cleaning; and/or
- (2) To pay the landlord for all rental arrearage due under the rental agreement, including late charges and rental due for premature termination or abandonment of the rental agreement by the tenant; and/or
- (3) To reimburse the landlord for all reasonable expenses incurred in renovating and renting the premises caused by the premature termination of the rental agreement by the tenants, which includes termination pursuant to §§ 5314 of this title, providing that reimbursement caused by termination pursuant to §§ 5314 of this title shall not exceed 1 month's rent.
- by the landlord.

36 ☐

## Security Deposit continued

- (d) Where a tenant is required to pay a fee to determine the tenant's credit worthiness, such fee is an application fee. A landlord may charge an application fee, not to exceed the greater of either 10 percent of the monthly rent for the rental unit or $50, to determine a tenant's credit worthiness. The landlord shall, upon receipt of any money paid as an application fee, furnish a receipt to the tenant for the full amount paid by the tenant, and shall maintain for a period of at least 2 years, complete records of all application fees charged and amounts received for each such fee. Where the landlord unlawfully demands more than the allowable application fee, the tenant shall be entitled to damages equal to double the amount charged as an application fee

37 ☐

## §§ 5514. Security deposit cont.

- (e) If the landlord is not entitled to all or any portion of the security deposit, the landlord shall remit the security deposit within 20 days of the expiration or termination of the rental agreement.
- (f) Within 20 days after the termination or expiration of any rental agreement, the landlord shall provide the tenant with an itemized list of damages to the premises and the estimated costs of repair for each and shall tender payment for the difference between the security deposit and such costs of repair of damage to the premises. Failure to do so shall constitute an acknowledgment by the landlord that no payment for damages is due. Tenant's acceptance of a payment submitted with an itemized list of damages shall constitute agreement on the damages as specified by the landlord, unless the tenant, within 10 days of the tenant's receipt of such tender of payment, objects in writing to the amount withheld by the landlord.
- (

38 ☐

## Security Deposit continued

- g) Penalties. --
- (1) Failure to remit the security deposit or the difference between the security deposit and the amount set forth in the list of damages within 20 days from the expiration or termination of the rental agreement shall entitle the tenant to double the amount wrongfully withheld.

39 ☐

## §§ 5514. Security deposit cont.

- (2) Failure by a landlord to disclose the location of the security deposit account within 20 days of a written request by a tenant or failure by the landlord to deposit the security deposit in a federally-insured financial institution with an office that accepts deposits within the State, shall constitute forfeiture of the security deposit by the landlord to the tenant. Failure by the landlord to return the full security deposit to the tenant within 20 days from the effective date of forfeiture shall entitle the tenant to double the amount of the security deposit.

## 40 Security Deposit continued

- h) All communications and notices, including the return of any security deposit under this section, shall be directed to the landlord at the address specified in the rental agreement and to the tenant at an address specified in the rental agreement or to a forwarding address, if provided in writing by the tenant at or prior to the termination of the rental agreement. Failure by the tenant to provide such address shall relieve the landlord of landlord's responsibility to give notice herein and landlord's liability for double the amount of the security deposit as provided herein, but the landlord shall continue to be liable to the tenant for any unused portion of the security deposit; provided, that the tenant shall make a claim in writing to the landlord within 1 year from the termination or expiration of the rental agreement.

## 41 §§ 5514. Security deposit cont.

- (i) Pet deposits. --
- (1) A landlord may require a pet deposit. Damage to the rental unit caused by an animal shall first be deducted from the pet deposit. Where the pet deposit is insufficient, such damages may be deducted from the security deposit. A pet deposit is subject to subsections (b), (e), (f), (g) and (h) of this section.
- (2) No landlord may require a pet deposit in excess of 1 month's rent, regardless of the duration of the rental agreement.
- (3) A landlord may require an additional deposit from a tenant with a pet, but shall not require any pet deposit from a tenant if the pet is a duly certified and trained support animal for a disabled person who is a resident of the rental unit.
- (j) If the rental agreement so specifies, a landlord may increase the security deposit commensurate with the rent. If the increase of the security deposit will exceed 10 percent of the monthly rent, payment of the increased security deposit shall be prorated over the term of the rental agreement, except in the case of month-to-month tenancy, in which case payment of the increase shall be prorated over a period of 4 months.

## 42 §§ 5511. Rules and regulations; tenant obligations

- (a) The tenant and all others in the premises with the consent of the tenant shall obey all obligations or restrictions, whether denominated by the landlord as "rules," "regulations," "restrictions" or otherwise, concerning the tenant's use, occupation and maintenance of the rental unit, appurtenances thereto and the property of which the rental unit is a part, if:
- (1) Such obligations and restrictions promote the health, safety, quiet, private enjoyment or welfare, peace and order of the tenants; promote the preservation of the landlord's property from abuse; and promote the fair distribution of services and facilities provided for all tenants generally; and
- (2) Such obligations and restrictions are brought to the attention of the tenant at the time of the tenant's entry into the agreement to occupy the rental unit; and
- (3) Such obligations and restrictions are reasonably related to the purpose for which they are promulgated; and
- (4) Such obligations and restrictions apply to all tenants of the property in a fair manner; and

## 43 §§ 5511. Rules and regulations; tenant obligations cont..

- (5) Such obligations and restrictions are sufficiently explicit in the prohibition, direction or limitation of the tenant's conduct to fairly inform tenant of what tenant must or must not do to comply; and
- (6) Such obligations or restrictions, if not made known to the tenant at the commencement of tenancy, are brought to the attention of the tenant and if said obligations work a substantial modifications of the lease agreement they have been consented to in writing by tenant.
- (b) All tenants and other guests of the premises with the consent of tenant shall conduct themselves in a manner that does not unreasonably interfere with the peaceful enjoyment of the other tenants.

## 44 Practice pointers

- 7. Condition of the rental unit.
- A. Tenant complaints. All complaints must be in writing and must be delivered by one of the recognized methods of delivery of notices. Key considerations are do the complaints have to do with essential services, conditions of the unit, or loss from fire or other loss. The following sections sets forth most of the landlord obligations concerning the condition of the property. Failure to comply with any of these can result in a complaint from tenant.

## 45 §§ 5305. Landlord obligations relating to the rental unit

- (a) The landlord shall, at all times during the tenancy:
- (1) Comply with all applicable provisions of any state or local statute, code, regulation or ordinance governing the maintenance, construction, use or appearance of the rental unit and the property of which it is a part;
- (2) Provide a rental unit which shall not endanger the health, welfare or safety of the tenants or occupants and which is fit for the purpose for which it is expressly rented;
- (3) Keep in a clean and sanitary condition all common areas of the buildings, grounds, facilities and appurtenances thereto which are maintained by the landlord;
- (4) Make all repairs and arrangements necessary to put and keep the rental unit and the appurtenances thereto in as good a condition as they were, or ought by law or agreement to have been, at the commencement of the tenancy; and
- (5) Maintain all electrical, plumbing and other facilities supplied by the landlord in good working order.

## 46 §§ 5305. Landlord obligations relating to the rental unit cont..

- (b) If the rental agreement so specifies, the landlord shall:
- (1) Provide and maintain appropriate receptacles and conveniences for the removal of ashes, rubbish and garbage and arrange for the frequent removal of such waste; and
- (2) Supply or cause to be supplied, water, hot water, heat and electricity to the rental unit.
- (c) The landlord and tenant may agree by a conspicuous writing, separate from the rental agreement, that the tenant is to perform specified repairs, maintenance tasks, alterations or remodeling, but only if:
- (1) The particular work to be performed by the tenant is for the primary benefit of the rental unit; and
- (2) The work is not necessary to bring a noncomplying rental unit into compliance with a building or housing code, ordinance or the

like; and

## 47 Landlord obligations

- (3) Adequate consideration, apart from any provision of the rental agreement, or a reduction in the rent is exchanged for the tenant's promise. In no event may the landlord treat any agreement under this subsection as a condition to any provision of rental agreements; and
- (4) The agreement of the parties is entered into in good faith and is not for the purpose of evading an obligation of the landlord.
- (d) Evidence of compliance with the applicable building and housing codes shall be prima facie evidence that the landlord has complied with this chapter or with any other chapter of Part III of this title.

## 48 §§ 5308. Essential services; landlord obligation and tenant remedies

- (a) If the landlord substantially fails to provide hot water, heat, water or electricity to a tenant, or fails to remedy any condition which materially deprives a tenant of a substantial part of the benefit of the tenant's bargain in violation of the rental agreement; or in violation of a provision of this Code; or in violation of an applicable housing code and such failure continues for 48 hours or more, after the tenant gives the landlord actual or written notice of the failure, the tenant may:
- (1) Upon written notice of the continuation of the problem to the landlord, immediately terminate the rental agreement; or
- (2) Upon written notice to the landlord, keep two-thirds per diem rent accruing during any period when hot water, heat, water, electricity or equivalent substitute housing is not supplied. The landlord may avoid this liability by a showing of impossibility of performance.

## 49 Essential services

- (b) If the tenant has given the notice required under subsection (a) of this section and remains in the rental unit and the landlord still fails to provide water, hot water, heat and electricity to the rental unit as specified in the applicable city or county housing code in violation of the rental agreement, the tenant may:
- (1) Upon written notice to the landlord, immediately terminate the rental agreement; or

## 50 §§ 5308. Essential services; landlord obligation and tenant remedies cont...

- (2) Upon notice to the landlord, procure equivalent substitute housing for as long as heat, water, hot water or electricity is not supplied, during which time the rent shall abate, and the landlord shall be liable for any additional expense incurred by the tenant, up to one half of the amount of abated rent. This additional expense shall not be chargeable to the landlord if landlord is able to show impossibility of performance; or
- (3) Upon written notice to the landlord, tenant may withhold two-thirds per diem rent accruing during any period when hot water, heat, water or equivalent substitute housing is not supplied.
- (c) Rent withholding does not act as a bar to the subsequent recovery of damages by a tenant if those damages exceed the amount withheld.

## 51 Rent withholding provisions

- (d) Where a landlord files an action for summary possession, claiming that a tenant has wrongfully withheld rent or deducted money from rent under this section and the court so finds, the landlord shall be entitled to receive from the tenant either possession of the premises or an amount of money equal to the amount wrongfully withheld ("damages") or, if the court finds the tenant acted in bad faith, an amount of money equal to double the amount wrongfully withheld ("double damages"). In the event the court awards damages or double damages and court costs excluding attorneys' fees, then the court shall issue an order requiring such damages or double damages to be paid by the tenant to the landlord within 10 days from the date of the court's judgment. If such damages are not paid in accordance with the court's order, the judgment for damages or double damages, together with court costs, shall become a judgment for the amount withheld, plus summary possession, without further notice to the tenant.

## 52 §§ 5309. Fire and casualty damage; landlord obligation and tenant remedies

- (a) If the rental unit or any other property or appurtenances necessary to the enjoyment thereof are damaged or destroyed by fire or casualty to an extent that enjoyment of the rental unit is substantially impaired, and such fire or other casualty occurs without fault on the part of the tenant, or a member of the tenant's family, or another person on the premises with the tenant's consent, the tenant may:
- (1) Immediately quit the premises and promptly notify the landlord, in writing, of the tenant's election to quit within 1 week after vacating, in which case the rental agreement shall terminate as of the date of vacating. If the tenant fails to notify the landlord of the tenant's election to quit, the tenant shall be liable for rent accruing to the date of the landlord's actual knowledge of the tenant's vacating the rental unit or impossibility of further occupancy; or

## 53 Fire, water and other issues

- (2) If continued occupancy is lawful, vacate any part of the premises rendered unusable by fire or casualty, in which case the tenant's liability for rent shall be reduced in proportion to the diminution of the fair rental value of the rental unit.
- (b) If the rental agreement is terminated, the landlord shall timely return any security deposit, pet deposit and pre-paid rent, except that to which the landlord is entitled to retain pursuant to this Code. Accounting for rent in the event of termination or apportionment shall be made as of the date of the fire or casualty.

## 54 §§ 5307. Tenant's remedies relating to the rental unit; repair and deduction from rent

- (a) If the landlord of a rental unit fails to repair, maintain or keep in a sanitary condition the leased premises or perform in any other manner required by statute, code or ordinance, or as agreed to in the a rental agreement; and, if after being notified in writing by the tenant to do so, the landlord:
- (1) Fails to remedy such failure within 30 days from the receipt of the notice; or

- (2) Fails to initiate reasonable corrective measures where appropriate, including, but not limited to, the obtaining of an estimate of the prospective costs of the correction, within 10 days from the receipt of the notice;
- Then the tenant may immediately do or have done the necessary work in a professional manner. After the work is done, the tenant may deduct from the rent a reasonable sum, not exceeding $200, or one-half of 1 month's rent, whichever is less, for the expenditures by submitting to the landlord copies of those receipts covering at least the sum deducted.

55 ## Tenant Remedies

- b) In no event may a tenant repair or cause anything to be repaired at the landlord's expense when the condition complained of was caused by the want of due care by the tenant, a member of the tenant's family or another person on the premises with the tenant's consent.
- (c) A tenant who is otherwise delinquent in the payment of rent may not take advantage of the remedies provided in this section.
- (d) The tenant is liable for any damage to persons or property where such damage was caused by the tenant or by someone authorized by the tenant in making said repairs.

56 ## §5302 Tenant Remedy

- e) The tenant may not terminate the rental agreement for a condition caused by the want of due care by the tenant, a member of tenant's family or any other person on the premises with the tenant's consent. If a tenant terminates wrongfully, the tenant shall remain obligated under the rental agreement.

57 ## § 5505. Tenant's obligation relating to defective conditions

- (a) Any defective condition of the premises which comes to the tenant's attention, and which the tenant has reason to believe is the duty of the landlord or of another tenant to repair, shall be reported in writing by the tenant to the landlord as soon as is practicable. The tenant shall be responsible for any liability or injury resulting to the landlord as a result of the tenant's failure to timely report such condition.
- (b) A tenant on whom a complaint in ejectment or an action against the premises is served shall immediately notify the landlord in writing.
- C) The provisions of this section shall not apply where the landlord has actual notice of the defective condition

58 ## §5514...

- c) The purpose of the security deposit shall be:
  - (1) To reimburse the landlord for actual damages caused to the premises by the tenant which exceed normal wear and tear, or which cannot be corrected by painting and ordinary cleaning; and/or
  - (2) To pay the landlord for all rental arrearage due under the rental agreement, including late charges and rental due for premature termination or abandonment of the rental agreement by the tenant; and/or
  - (3) To reimburse the landlord for all reasonable expenses incurred in renovating and renenting the premises caused by the premature termination of the rental agreement by the tenants, which includes termination pursuant to § 5314 of this title, providing that reimbursement caused by termination pursuant to § 5314 of this title shall not exceed 1 month's rent.

59 ## For abandonment: §5507...

- (d) If the tenant wrongfully quits the rentalunit and unequivocally indicates by words or deeds the tenant's intention not to resume tenancy, such action by the tenant shall entitlethe landlord to proceed as specified elsewhere in this chapter and the tenant shall be liable for the lesser of the following for such abandonment:
- (1) The entire rent due for the remainder of the term and expenses for actual damages caused by the tenant (other than normal wear and tear) which are incurred in preparing the rental unit for anew tenant; or
- (2) All rent accrued during the period reasonably necessary to re-rent the premises at a fair rental; plus the difference between such fair rental and the rent agreed to in the prior rental agreement; plus expenses incurred to re-rent; repair damage caused by the tenant (beyond normal wear and tear); plus a reasonable commission, if incurred by the landlord for the re-renting of the premises. In any event, the landlord has a duty to mitigate damages

60 ## § 5513. Landlord remedies relating to breach of rules and covenants

- (a) If the tenant breaches any rule or covenant which is material to the rental agreement, the landlord shall notify the tenant of such breach in writing, and shall allow at least 7 days after such notice for remedy or correction of the breach. This section shall not apply to late payment of rent which is covered under§ 5502 of this title.
- (1) Such notice shall substantially specify the rule allegedly breached and advise the tenant that, if the violation continues after 7 days, the landlord may terminate the rentalagreement and bring an action for summary possession. Such notice shall also state that it is given pursuant to this section, and if the tenant commits a substantially similar breach within 1 year, the landlord may rely upon such notice as grounds for initiating an action for summary possession.

61

- The issuance of a notice pursuant to this section does not establish that the initial breach of the rental agreement actually occurred for purposes of this section.
- (2) If the tenant's breach can be remedied by the landlord, as by cleaning, repairing, replacing a damaged item or the like, the landlord may so remedy the tenant's breach and bill the tenant for the actual and reasonable costs of such remedy. Such billing shall be due and payable as additional rent, immediately upon receipt.

62 ## § 5513. Landlord remedies relating to breach of rules and covenants cont...

- (3) If the tenant's breach of a rule or covenant also constitutes a material breach of an obligation imposed upon tenants by a municipal, county or state code, ordinance or statute, the landlord may terminate the rental agreement and bring an action for summary possession.
- (b) When a breach by a tenant causes or threatens to cause irreparable harm to any person or property, or the tenant is convicted of a class A misdemeanor or felony during the term of the tenancy which caused or threatened to cause irreparable harm to any person or property, the landlord may, without notice, remedy the breach and bill the tenant as provided in subsection (a) of this section; immediately terminate the rental agreement upon notice to the tenant and bring an action for summary possession; or do both.

63 ## PLEASE NOTE....

- THIS IS AN EXCEPTIONALLY IMPORTANT PART OF THE CODE, THIS IS THE ONLY SECTION WHERE YOU DO NOT NEED TO GIVE THE TENANT AN OPPORTUNITY TO CURE.
- THERE DOES NOT NEED TO BE AN ARREST (ALTHOUGH THAT WILL ALWAYS HELP) YOU SIMPLY HAVE TO PROVE THE CONDUCT OR FAILURE TO ACT CAUSED OR THEATENED TO CAUSE THE HARM.
- REMEMBER TO LOOK FOR OTHER CODE VIOLATIONS LIKE HOUSING CODES, OR LOCAL ORDINANCES.

64 ## YOUR CHOICES:

- **C) Upon notice to tenant, the landlord may bring an action or proceeding for waste or for breach of contract for damages suffered by the tenant's willful or negligent failure to comply with tenant's responsibilities under the preceding section. The landlord may request a forthwith summons.**

65 ## 9. Terminating a Rental Agreement GENERAL RULES AND EXCEPTIONS

- To terminate a rental agreement written notice is required by both parties. If the landlord intends to not renew or terminate at the expiration then the landlord must give the tenant written notice, 60 days in advance of the expiration of the yearly contract. If the rental agreement is monthly, then the landlord must give the tenant 60 days notice in writing, and that notice starts to run on the first day of the following month.
- If the tenant intends to terminate, the same general rule applies. The tenant must give the landlord 60 days written notice. A tenant may also give the landlord a termination notice at least 45 days prior to the effective date on a renewal with modifications.

66 ## CHANGES TO CODE SINCE OUR LAST SEMINAR!!!!!!

- **There have been significant changes to the section which allows a tenant to terminate with 30 days notice.**

67 ## § 5314. Tenant's right to early termination

- a) Except as is otherwise provided in this Part, whenever either party to a rental agreement rightfully elects to terminate, the duties of each party under the rental agreement shall cease and all parties shall thereupon discharge any remaining obligations as soon as is practicable.
- (b) Upon 30 days' written notice, which 30-day period shall begin on the 1st day of the month following the day of actual notice, the tenancy may be terminated:
  - (1) By the tenant, whenever a change in location of the tenant's employment with the tenant's present employer requires a change in the location of the tenant's residence in excess of 30 miles;

68 ## EARLY TENANT TERMINATION

- **(2) By the tenant, whenever the serious illness of the tenant or the death or serious illness of a member of the tenant's immediate family, residing therein, requires a change in the location of the tenant's residence on a permanent basis;**
- **(3) By the tenant, when the tenant is accepted for admission to a senior citizens' housing facility, including subsidized public or private housing, or a group or cooperative living facility or retirement home;**

69 ## § 5314. Tenant's right to early termination cont..

- (4) By the tenant, when the tenant is accepted for admission into a rental unit subsidized by a governmental entity or by a private nonprofit corporation, including subsidized private or public housing;
- (5) By the tenant who, after the execution of such rental agreement, enters the military service of the United States on active duty;
- (6) By a tenant who is the victim of domestic abuse, sexual offenses, stalking, or a tenant who has obtained or is seeking relief from domestic violence or abuse from any court, police agency, or domestic violence program or service; or
- (7) By the surviving spouse or personal representative of the estate of the tenant, upon the death of the tenant

70 ## More on Early Terminations

- **Paragraph (6) is the paragraph that will be new to many of you. This section was**

changed and now allows a new category of individuals to terminate their rental agreement early.

- To understand this section you must understand that definitions that govern this section. They not only define the words they also impose duties upon parties by the language used.

71 ☐ § 5141. Definitions

- The following words, terms and phrases, when used in this Part, shall have themeanings ascribed to them in this section, except where the context clearly indicates a different meaning:...
- (6) "Domestic abuse" shall mean any act or threat against a victim of domestic abuse or violence that either constitutes a crime under Delaware law or any act or threat that constitutes domestic violence or domestic abuse as defined anywhere in the Delaware Code. Domestic abuse can be verified by an official document, such as a court order, or by a reliable third party professional, including a law enforcement agency or officer, a domestic violence or domestic abuse service provider, or health care provider. It is the domestic violence or abuse victim's responsibility to provide the reliable statement from the reliable third party.

72 ☐ How it is defined

- (26) The terms "sexual offenses" and "stalking" shall here have the same meanings as in Title 11. Sexual offenses and stalking can be verified by an official document, such as a court order, or by a reliable third party professional, including a law enforcement agency or officer, a sexual assault service provider, or health care provider. It is the sexual assault or stalking victim's responsibility to provide the reliable statement from the reliable third party.

73 ☐ Protection for domestic abuse

- We just discussed acceptable reasons for early termination, now we will discuss a series of new rights created by the code.
- New affirmative rights for certain tenants.
- The next section of the code creates new right for tenants that will prevent you as a landlord from taking certain actions.
- You must be aware of the limitations or you could risk significant penalties.

74 ☐ § 5316. Protection for victims of domestic abuse, sexual offenses and/or stalking

- (a) A landlord may not pursue any action for summary possession, demand any increase in rent, decrease any services, or otherwise cause any tenant to quit a rental unit where said tenant is a victim of domestic abuse, sexual offenses, or stalking, and where said tenant has obtained or has sought assistance for domestic abuse, sexual offenses, or stalking from any court, police, medical emergency, domestic violence, or sexual offenses program or service.
- (b) If the tenant proves that the landlord instituted any of the actions prohibited by subsection (a) of this section, above, within 90 days of any incident in which the tenant was a victim of domestic abuse, sexual offenses and/or stalking, it shall be a rebut table presumption that said action is in violation of subsection (a) of this section, above.

75 ☐

- (c) A landlord may rebut the presumption that the prohibited action is in violation of subsection (a) of this section, above, if:
  - (1) The landlord is seeking to recover possession of the rental unit on the basis of an appropriate notice to terminate which was given to the tenant prior to the incident of domestic abuse, sexual offenses, or stalking;
  - (2) The landlord seeks in good faith to recover possession of the rental unit for immediate use as the landlord's own residence;

76 ☐

- (3) The landlord seeks in good faith to recover possession of the rental unit for the purpose of substantially altering, remodeling or demolishing the premises;
- (4) The landlord seeks in good faith to recover possession of the rental unit for the purpose of immediately terminating, for at least 6 months, use of the premises as a rental unit;

77 ☐ § 5316. Protection for victims of domestic abuse, sexual offenses and/or stalking cont.

- (5) The landlord has in good faith contracted to sell the property and the contract of sale contains a representation from the purchaser confirming his or her intent to use the property in consistency with paragraphs (2), (3) or (4) of this subsection;
- (6) The landlord has become liable for a substantial increase in property taxes or a substantial increase in other maintenance or operating costs, and such liability occurred not less than 4 months prior to the demand for the increase in rent, and the increase in rent does not exceed the pro-rata portion of the net increase in taxes or cost;
- (7) The landlord has completed a substantial capital improvement of the rental unit or the property of which it is a part, not less

than 4 months prior to the demand for increased rent, and such increase in rent does not exceed the amount which may be claimed for federal income tax purposes as a straight-line depreciation of the improvement, pro-rated among the rental units benefitted by the improvement;

78 ## New limitations on tenant relations

- (8) The landlord can establish, by competent evidence, that the rent now demanded of the tenant does not exceed the rent charged other tenants of similar rental units in the same complex;
- (9) The landlord can establish, by competent evidence, that the domestic abuse, sexual assault and/or stalking constitutes a viable and substantial risk of serious physical injury to a tenant who currently resides in another unit of the same multi-unit building as the domestic violence, sexual assault or stalking victim; or
- (10) The landlord, after being given notice of the tenant's victimization per § 5141(6) or (26) of this title, discontinues those actions prohibited by subsection (a) of this section, above.

79 ## Your strongest defense

**• (d) A tenant who is otherwise delinquent in the payment of rent may not take advantage of the protection provided in this section.**

80 ## Trouble areas

I want to shift to specific areas of concern and then answer some more questions from the audience.

There are two specific areas I want to address:

Your form 50's and Court of Common Pleas appeals.

81 ## Recent updates you should be aware of BEFORE you go to Court

82 ## Court of Common Pleas Appeals

- Due to a series of recent decisions in the Court of Common Pleas, you must be careful what you ask for when you appear for trial.

This certificate certifies that

**Roy Sudler. Jr.**

has participated in The Tenant Landlord Code Review on July 24, 2012

at PolyTech Adult Education Center in Woodside, DE

with instructor Michael Morton, P.A.

Training sponsored by DE NAHRO



*Pam Ferguson, DE NAHRO President*


In House Ministries
For Jesus Christ
No Limits, No Boundaries, Nothing But Increase
ORDER OF SERVICE
Sunday School.....10:00AM
Sunday Morning Worship.....11:00AM
Sunday Evening Deliverance.....6:00PM
Thurs. Prayer Night/Bible Study.....7:30PM
Friday Joy Night.....7:00PM
Founder & Pastor Elder Oscar Tucker & Prophetess LaTonia Tucker
Overseer Dr. Bonnie Bigelow
302-430-3300




CAUTION
RPJ
WASTE
SERVICES
302-653-9999


ONLY


STOP
ED SLAUGHTER'S
NEW & USED
AUTO PARTS
302-672-7816


Luther
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CAR
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102




VAN ONE
VAN ONE




131










12






THE KUNKEL SERVICE CO.
PARKING BY PERMIT ONLY




KORSA






EAST SYDE

# ACTION FORM

| | |
|---|---|
| **PROCEEDING**: City Council | **MEETING DATE:** 03/25/13 |
| **DEPARTMENT OF ORIGIN**: City Clerk's Office | |
| **PREPARED BY**: Traci A. McDowell, City Clerk | |

| | |
|---|---|
| **SUBJECT**: Proposed Charter Amendment-Correction to Age Requirement Language/Language Cleanup | **DATE SUBMITTED**: 03/15/13 |
| **RELATED PROJECT**: N/A | |
| **APPROVALS**: City Council/General Assembly | |
| **EXHIBITS**: Proposed Resolution No. 2013-09 - Amendment to Sec. 5. - Council to be legislative body; size; districts; terms of mayor and councilmen; qualifications | |
| **EXPENDITURE REQUIRED**: $ N/A **AMOUNT BUDGETED**: $ N/A<br>**FUNDING SOURCE (Dept./Page in CIP & Budget)**: N/A | |
| **TIMETABLE**: Charter Amendments will require adoption of Resolution No. 2013-09 requesting the General Assembly to approve the amendments. Upon adoption, staff will forward to local legislators for submission. | |

**RECOMMENDED ACTION**: Approval of the proposed amendments to the City of Dover Charter and adoption by City Council of Resolution No. 2013-09 requesting the General Assembly to amend the charter.

## BACKGROUND AND ANALYSIS

When the filing deadline for the April 2013 regular election was advertised, the City Clerk received a phone call from an attorney at Legislative Hall suggesting that the next request for a Charter amendment include a correction to the language for the age requirement to be elected as mayor or as a member of council. The Charter currently reads that *In order to be eligible to be elected as mayor or as a member of council, the person must as of the date of the election be: (4) Eighteen years of age.* Although it is the City Solicitor's opinion that it could be assumed that the meaning is eighteen years **or older**, clarifying the language will eliminate the need for assumptions.

Additionally, amendments are proposed to make the language in this section more concise and straightforward. To better illustrate those amendments that are suggested to improve readability, they are being provided in three (3) formats: Proposed Amendment (with colored font to highlight the changes), as the Charter currently reads, and as it would read if the amendments are adopted.

CITY OF DOVER CHARTER - ARTICLE II - MAYOR AND COUNCIL

Sec. 5. - Council to be legislative body; size; districts; terms of mayor and councilmen; qualifications.

The council shall be the legislative body of the city and composed of nine members nominated and elected as herein provided.

**PROPOSED AMENDMENT (Clarifying Language)**

~~**In order that the members of council shall be distributed over the city, the**~~ ***The*** city shall be divided into four election districts, the ~~**district**~~ boundaries of which shall ~~**he**~~ ***be*** established by council so that ~~**the districts**~~ ***they*** are nearly equal in population ~~**as shown by the most recent federal decennial census**~~ ***based on the latest federal decennial census information***. The district boundaries established for municipal elections shall ***be used for the next regular municipal election and shall*** continue in effect until the next succeeding federal decennial census is made available for use by municipalities in the State of Delaware~~**. , at which time council shall redistrict the city so that the districts shall be nearly equal in population in accordance with said census, which redistricting shall be used for the next regular municipal election, which procedure shall be followed by council after each succeeding federal decennial census in this manner so that the districts shall be maintained as nearly equal in population as possible at all times.**~~

**CURRENT**

In order that the members of council shall be distributed over the city, the city shall be divided into four election districts, the district boundaries of which shall he established by council so that the districts are nearly equal in population as shown by the most recent federal decennial census. The district boundaries established for municipal elections shall continue in effect until the next succeeding federal decennial census is made available for use by municipalities in the State of Delaware, at which time council shall redistrict the city so that the districts shall be nearly equal in population in accordance with said census, which redistricting shall be used for the next regular municipal election, which procedure shall be followed by council after each succeeding federal decennial census in this manner so that the districts shall be maintained as nearly equal in population as possible at all times.

**IF AMENDED**

**The city shall be divided into four election districts, the boundaries of which shall be established by council so that they are nearly equal in population based on the latest federal decennial census information. The district boundaries established for municipal elections shall be used for the next regular municipal election and shall continue in effect until the next succeeding federal decennial census is made available for use by municipalities in the State of Delaware.**

**PROPOSED AMENDMENT (Gender Neutral Amendment)**

At the regular municipal election held in April of 2012, the mayor shall be elected at-large. The term of mayor elected at the April 2012 regular municipal election shall be for a period of three years, commencing on the second Monday in May following his***/her*** election and continuing for a term of three years until the second Monday in May 2015, or until his/her successor has been duly elected and qualified.

Thereafter, commencing with the regular municipal election to be held in April of 2015, the term of mayor shall be for a period of four years commencing on the second Monday in May following his/her election and continuing for a term of four years until the second Monday in May, or until his/her successor has been duly elected and qualified.

At the regular municipal election held in April of 2012, four councilmen shall be elected by district voting from each of the districts of the city. The term of the councilmen elected at the April 2012 regular municipal election shall be for three years, commencing on the second Monday in May following their election and continuing for a term of three years until the second Monday in May 2015, or until their successors have been duly elected and qualified.

At the regular municipal election held in April of 2013, five councilmen shall be elected, four by district voting being from the districts and one at-large. The term of the councilmen elected at the April 2013 regular municipal election shall be for a period of four years, commencing on the second Monday in May following their election and continuing for a period of four years until the second Monday in May, or until their successors have been duly elected and qualified.

Thereafter, commencing with the regular municipal election to be held in April of 2013, the terms of the councilmen shall be for a period of four years, commencing on the second Monday in May following their election and continuing for a term of four years until the second Monday in May, or until their successors have been duly elected and qualified. The mayor and at-large councilman shall be elected at alternating biennial regular municipal elections.

In order to be eligible to be elected as mayor or as a member of council, the person must as of the date of the election be:

(1) A citizen of the United States and of the State of Delaware;

**PROPOSED AMENDMENT (Clarifying Language)**

(2) A resident of the city and having continuously resided therein or in an area annexed to the city during the two years ~~next~~ ***immediately*** preceding the day of the election;

(3) A resident of the election district from which they are seeking election, unless they are seeking election as an at-large councilman or mayor;

(4) Eighteen years of age ***or older***; and

(5) Nominated therefore, as hereinafter provided.

**PROPOSED AMENDMENT (Clarifying Language)**

Holding Other Office. Except where authorized by law, no council member~~s~~ shall hold any other elected public office***, city office, or city employment*** during the term for which the member was elected to the council. ~~**No council member shall hold any other city office or employment during the term for which the member was elected to the council.**~~ No former council member~~s~~ shall hold any compensated appointive office or employment with the city until one year after the expiration of the term for which the member was elected to the council, unless granted a waiver by the Board of Ethics (Ethics Commission).

**CURRENT**

Holding Other Office. Except where authorized by law, no council members shall hold any other elected public office during the term for which the member was elected to the council. No council member shall hold any other city office or employment during the term for which the member was elected to the council. No former council members shall hold any compensated appointive office or employment with the city until one year after the expiration of the term for which the member was elected to the council, unless granted a waiver by the Board of Ethics (Ethics Commission).

**IF AMENDED**

**Holding Other Office. Except where authorized by law, no council member shall hold any other elected public office, city office, or city employment during the term for which the member was elected to the council. No former council member shall hold any compensated appointive office or employment with the city until one year after the expiration of the term for which the member was elected to the council, unless granted a waiver by the Board of Ethics (Ethics Commission).**

City of Dover

MAYOR AND COUNCIL

# DRAFT PROPOSED COUNCIL RESOLUTION NO. 2013-09

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

That the Mayor and Council have determined that the Charter of the City of Dover should be amended to correct the wording for the age requirement to run for office and to improve readability. Therefore, the Mayor and Council of the City of Dover respectfully request the General Assembly of the State of Delaware to amend Article II - Mayor and Council, Section 5. - Council to be legislative body; size; districts; terms of mayor and councilmen; qualifications, of its Charter, which amendments, if adopted by the General Assembly, would be as follows:

CITY OF DOVER CHARTER - ARTICLE II - MAYOR AND COUNCIL

Sec. 5. - Council to be legislative body; size; districts; terms of mayor and councilmen; qualifications.

The council shall be the legislative body of the city and composed of nine members nominated and elected as herein provided.

~~In order that the members of council shall be distributed over the city, the~~ *The* city shall be divided into four election districts, the ~~district~~ boundaries of which shall ~~he~~ *be* established by council so that ~~the districts~~ *they* are nearly equal in population ~~as shown by the most recent federal decennial census~~ *based on the latest federal decennial census information*. The district boundaries established for municipal elections shall *be used for the next regular municipal election and shall* continue in effect until the next succeeding federal decennial census is made available for use by municipalities in the State of Delaware~~, at which time council shall redistrict the city so that the districts shall be nearly equal in population in accordance with said census, which redistricting shall be used for the next regular municipal election, which procedure shall be followed by council after each succeeding federal decennial census in this manner so that the districts shall be maintained as nearly equal in population as possible at all times.~~

At the regular municipal election held in April of 2012, the mayor shall be elected at-large. The term of mayor elected at the April 2012 regular municipal election shall be for a period of three years, commencing on the second Monday in May following his*/her* election and continuing for a term of three years until the second Monday in May 2015, or until his/her successor has been duly elected and qualified.

Thereafter, commencing with the regular municipal election to be held in April of 2015, the term of mayor shall be for a period of four years commencing on the second Monday in May following his/her election and continuing for a term of four years until the second Monday in May, or until his/her successor has been duly elected and qualified.

At the regular municipal election held in April of 2012, four councilmen shall be elected by district voting from each of the districts of the city. The term of the councilmen elected at the April 2012 regular municipal election shall be for three years, commencing on the second Monday in May following their election and continuing for a term of three years until the second Monday in May 2015, or until their successors have been duly elected and qualified.

Draft

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In order to be eligible to be elected as mayor or as a member of council, the person must as of the date of the election be:

(1) A citizen of the United States and of the State of Delaware;

(2) A resident of the city and having continuously resided therein or in an area annexed to the city during the two years ~~next~~ ***immediately*** preceding the day of the election;

(3) A resident of the election district from which they are seeking election, unless they are seeking election as an at-large councilman or mayor;

(4) Eighteen years of age ***or older***; and

(5) Nominated therefore, as hereinafter provided.

Holding Other Office. Except where authorized by law, no council member~~s~~ shall hold any other elected public office***, city office, or city employment*** during the term for which the member was elected to the council. ~~No council member shall hold any other city office or employment during the term for which the member was elected to the council.~~ No former council member~~s~~ shall hold any compensated appointive office or employment with the city until one year after the expiration of the term for which the member was elected to the council, unless granted a waiver by the Board of Ethics (Ethics Commission).

(Amd. of 7-12-2005 (S.B. 126); Amd. of 7-8-2009 (S.B. 165, § 6); Ord. No. 2010-23, 8-23-2010 (S.B. 8); Res. No. 2011-11, 10-10-2011, (S.B. 165))

ADOPTED: *

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| CARLETON E. CAREY, SR. | THOMAS J. LEARY |
|---|---|
| MAYOR | COUNCIL PRESIDENT |

Actions History:
March 25, 2013 - Scheduled for Consideration by City Council
March 11, 2013 - Introduced at City Council

Draft

City of Dover

MAYOR AND COUNCIL

# DRAFT PROPOSED COUNCIL RESOLUTION NO. 2013-11

## A RESOLUTION PROPOSING APRIL 15 - APRIL 26, 2013 AS SPRING CLEANUP WEEKS

WHEREAS, we are fortunate to live in a City so abundantly blessed with natural assets and we have a continuing responsibility for preserving our environment by keeping it clean, healthy, and beautiful; and

WHEREAS, the Annual Old Dover Days celebration, a period set aside to honor the heritage of the City, will be celebrated May 3 - 5, 2013; and

WHEREAS, during this celebration we have the opportunity to demonstrate to ourselves, our neighbors, and our visitors, our commitment to a clean and beautiful city.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF DOVER, IN COUNCIL MET:

1. That the weeks of April 15 - 26, 2013 are designated as SPRING CLEANUP WEEKS in the City of Dover.

2. That all organized and individual segments of our population participate in this noble effort by developing and carrying out imaginative clean-up, paint-up, and fix-up projects which will serve to enhance, restore, or maintain the beauty of all properties in our community.

3. All Spring Cleanup debris should be placed for pickup along with regular household garbage during the weeks of April 15 - 26, 2013 so that our City will exemplify cleanliness and beauty during the Old Dover Days celebration.

ADOPTED: *

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| CARLETON E. CAREY, SR. | THOMAS J. LEARY |
|---|---|
| MAYOR | COUNCIL PRESIDENT |

Actions History:
March 25, 2013 - Introduced at City Council

Draft

# LEGISLATIVE, FINANCE AND ADMINISTRATION COMMITTEE

The Legislative, Finance, and Administration Committee meeting was held on March 11, 2013, at 5:00 p.m. with Chairman Lynn presiding. Members present were Mr. Hare, Mr. Rushe, and Mr. Shevock. Mr. Anderson was absent. Members of Council present were Council President Leary, Mr. Dixon, and Mr. Hutchison. Mayor Carey was also present.

**AGENDA ADDITIONS/DELETIONS**

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

**Permanent Assignment of Duties Associated with Interim Managerial Plan and Organizational Changes**

Mr. Scott Koenig, City Manager, reminded members that in December of 2011, he requested and implemented a number of organizational changes related to several staff vacancies and the changing needs of the City's organization. He noted that since that time, a number of staff positions had been filled while others had been vacated through resignation or retirement.

Mr. Koenig reviewed and requested support of permanent changes to staff assignments, salary and organizational structure, as follows:

Public Works

Under the original Interim Plan, Ms. Sharon Duca, P.E. was elevated to the position of Interim Public Works Director. Since that time, Ms. Duca has been offered and accepted the position of Public Works Director. One of her tasks has been to review the organizational structure of the reformed Public Works Department. In June 2012, the Public Utilities Operations/Construction Manager resigned from his position. Instead of filling this position, which supervised the City's construction crew in addition to other duties, the staff members that formerly reported to the position were placed under the supervision of the Water/Wastewater Maintenance Supervisor, Mr. Ralph McDougall. Originally, their assignments were related mostly to general maintenance items. In February 2013, the construction crew aspect of their duties was re-activated to begin construction of a new water line to support the Garrison Farm Development. New projects will continue to be assigned to this crew under the supervision of Mr. McDougall. Since the construction crew was not formerly the responsibility of the Water/Wastewater Maintenance Supervisor, the Director of Public Works had requested a review of the position to ensure internal equity in pay with respect to other positions given the new duties. The Water/Wastewater Maintenance Supervisor position is a Labor Grade 122. Human Resources completed an internal review of this position related to other positions within the Department of Public Works. They also reviewed the salary range with respect to a similar position at Kent County. Based upon this review, staff recommended that the salary for this position be increased from $54,576 to $61,000. This is an increase of $6,424 or 11.77%. The effective date of this salary change should be retroactive to February 1, 2013.

Mr. Koenig advised members that currently, there is still one (1) remaining position in the Department of Public Works that is receiving a managerial bonus related to the Interim Plan from December 2011. Due to recent retirements, a formal recommendation will be forthcoming in the next several months regarding this position and others within the department.

Information Technology

Mr. Koenig advised members that upon his appointment as Interim City Manager, he was informed of the capacity that Mr. Andy Siegel was serving in the Information Technology Department. In August 2010, Mr. Siegel was temporarily upgraded to the position of Interim Information Technology Director by the former City Manager. His salary was placed at the entry level value of $76,314 for the grade of the Director's position. Earlier this year, Mr. Koenig decided to offer Mr. Siegel the position of Information Technology Director, thus removing the interim label; however, no adjustment to his salary was made. Upon review of the circumstances, he was made aware that he had made no consideration for the roughly 2.5 years that Mr. Siegel served as the Interim Director. If Mr. Siegel had been credited with 2.5 years of experience in the salary offer for the Director's position, the salary offer would have been $82,059; therefore, he recommended that his salary be increased from $76,314 to $82,059, an increase of $5,745 or 7.53%. He felt that the recommended salary should be retroactive to the date of promotion to the Director's position.

Finance

Since becoming the City Manager, Mr. Koenig advised members that a large bulk of the responsibility of preparing the City's Annual Budget had been shifted to the staff in the Finance Department. This was an effort to reduce duplication of effort and centralize budgeting efforts. With the retirement of the former Senior City Administrator in the City Manager's office, it would have been necessary to hire additional staff to assist with the budget preparation and management. The transfer of the budget preparation function to the Finance Department has made it unnecessary to hire additional staff in the City Manager's office. The Controller personally assumed much of the budget functions in prior years and opted to not accept compensation for these additional duties. Instead, the Controller offered a portion of the proposed managerial bonus to the Financial Reporting and Accounting Manager (Labor Grade 125), Mrs. Tracey Lisiecki, in the amount of $175 per month. This was done on a temporary basis and the bonus ceased in October 2012. The Human Resources Director has reviewed the position based on internal equity within the organization. Staff recommended the salary for this position be increased from $68,835.24 to $71,600. This is an increase of $2,764.76 or 4.01%.

Planning

In 2011 as part of the Interim Plan, the Director of Planning and Community Development, Mrs. Ann Marie Townshend, accepted the managerial responsibilities for the following divisions: Life Safety, Building Inspections, and Economic Development. These areas represented ten (10) positions and were in addition to her regular permanent responsibilities for Planning, Community Development and Code Enforcement. A managerial bonus of $350 per month was implemented to compensate Mrs. Townshend for these additional responsibilities. Her current salary ($91,775) plus the monthly managerial bonus ($350) equates to annual compensation of $95,975.

In June of 2012, the Dover City Council voted to assign the oversight of the Economic Development Office and its three (3) employees to the Mayor. Also in June of 2012, Mr. Zachary Carter elected to retire from the City. Mr. Carter served as the Director of Parks and Recreation. Upon Mr. Carter's retirement, the Library function became a direct report to the City Manager. In addition, discussions between the City Manager and Mrs. Townshend resulted in the temporary assignment

of managerial oversight for the Parks and Recreation staff to Mrs. Townshend. Mrs. Townshend has been serving as the Department Head for the Parks and Recreation function since July 1, 2012. Mr. Koenig provided a summary of the Parks and Recreation functions.

Mr. Koenig advised members that the assignment of these duties to Mrs. Townshend has allowed the City to eliminate the Parks and Recreation Director position from the budget. This amounts to an annual salary savings of roughly $81,000 per year. The City also has realized a saving in benefit load over and above the $81,000 in annual salary. Mrs. Townshend has requested consideration of the following annual salary: Current Salary ($91,775) + Current Managerial Bonus ($4,200) + Parks and Recreation Function ($11,340) = $107,315. Based on a business case review, the salary request of $11,340 to continue the managerial oversight of the Parks and Recreation Division is the lowest cost option. The City cannot hire managerial staff for less than $11,340 in salary. In viewing the current organizational structure of the City, the Parks and Recreation function cannot be easily assigned to another manager and the facts support that the assignment to the Director of Planning and Community Development has been a benefit to the City. Since the Director of Planning and Community Development is a Council-appointed position, the City Council must endorse the transfer of the managerial responsibilities as well as the proposed salary. The total increase from $91,775 to $107,315 is $15,540 or 16.93%. Currently, Mrs. Townshend's position is the sixth highest paid position in the City. If the request is approved, the position will become the fourth highest paid position in the City.

Summary

As a follow up to the December 2011 Interim Managerial Plan which saved the City an estimated $215,000 in annual salary, Mr. Koenig requested salary increases for those positions served by specific members of City staff who have taken on additional duties or permanent assignments since the Interim Managerial Plan was placed into action, as follows:

| Position | Current | Adjusted | Difference | Percent Increase |
|---|---|---|---|---|
| Water/Wastewater Supervisor | $54,576 | $ 61,000 | $ 6,424 | 11.77 |
| Information Technology Director | $76,314 | $ 82,059 | $ 5,745 | 7.53 |
| Fin. Reporting & Acct. Manager | $68,835 | $ 71,600 | $ 2,765 | 4.01 |
| Director of Planning & Insp. | $91,775 | $107,315 | $15,340 | 16.93 |

Mr. Koenig indicated that the salary increases total $30,274. Total budgetary impact would be salary plus 40% load, which is roughly $42,383.60. Funding for these increases would need to be covered by unused salary in the current year and would need to be budgeted for in FY-2014.

Mrs. Ann Marie Townshend, Director of Planning and Community Development, read the following statement into the record:

*"Thank you for the opportunity to explain my compensation proposal. The details of the proposal are in the packet, so I will not go over each and every detail, but I would like to highlight and clarify a few items.*

- *Throughout my seven years with the City of Dover, I have been a devoted employee and have always worked hard to make sure that my efforts and those of my staff are in the best interest of the City. This is my home too, and I am firmly committed to making Dover a great place to live and work.*

- *As outlined in the proposal, there have been added responsibilities to my position over the years that I have enthusiastically accepted, including the addition of economic development responsibilities in 2008, and again in 2011; and the management of the City's Municipal Storm Sewer Permit and reversing the City's non-compliance with the permit.*

- *In December 2011, I was officially assigned oversight of Building Inspections, Licensing and Permitting, and Fire Marshal's Office and compensated with a $350/month bonus, total of $4,200 annually. I had been providing oversight for these areas without added compensation since Mr. Koenig was appointed interim City Manager in June 2011.*

- *In July 2012, I gladly accepted oversight of the Recreation Division following Zach Carter's retirement. I indicated that I did not believe it necessary to delay the responsibilities until compensation could be worked out because I was well aware of the City's fiscal challenges, and I wanted to get a sense of what the demands of the new responsibilities would be.*

- *For the last eight months, I have managed the Recreation Division, working closely with staff to evaluate the business operations, to reverse the declining revenues and to improve our programming – as stated at a recent seminar I attended, to make better best. We have had great success.*

    - *We have restructured the City's summer camp program so that it will make money instead of lose money – while making the program better for meeting the needs of working families by adding extended day camp. Our prices are still far less than many other camps, but we will make money instead of lose money on the program.*
    - *We have improved our outreach with the schools regarding our programming and seen an increase in participation.*
    - *We have adjusted our field rental fee schedule.*
    - *I have given staff the support needed to try new ideas and see if they work, including offering birthday party packages at the Pitts Center, and improving partnerships with other sports and recreation providers in the region.*

- *All the while, I have continued working with the business community to modernize and simplify our zoning ordinance; continued our tough approach to code enforcement and addressing vacant and dangerous buildings; worked with the Police Department to develop our proposed Safe Communities program;*

*worked with the Capital School District and DelDOT to address safe pedestrian access to the new High School; worked closely with Planning and Inspection staff to ensure that our business operation remains strong and improved it in a number of areas; and taken on many other projects and issues.*

- *The City does not have to hire a Parks and Recreation Director, which is a savings of a minimum of $72,000 per year plus associated benefits. And our Recreation programs are thriving.*

- *For me personally, this has meant more hours put in to get the job done, including many evenings and weekends.*

- *What is the value of this to the City? The savings of eliminating the department head position (nearly $100,000 when benefits are factored in) combined with the business improvements we are implementing.*

- *My request is for $11,340 annual salary for the Recreation function and $4,200 annual salary (my existing bonus amount) for the oversight of Licensing and Permitting, Fire Marshal's Office, and Building Inspection, for total of $15,540. And yes, technically speaking it is a 16.9% salary increase, but if the bonus is factored in, the increase is 11.8% over my current compensation."*

Responding to Mr. Shevock, Mr. Koenig stated that the salaries for the vacated positions were eliminated from the FY2013 Budget; therefore, there was no unused salary for the Senior City Administrator or the Parks and Recreation Director.

In response to Mr. Hare regarding salary comparisons for the positions, Mr. Koenig stated that the Water/Wastewater Supervisor position was compared to the City of Dover Water Production Supervisor, who is paid slightly higher but the technical requirements differ. He indicated that Kent County salary ranges were reviewed and were similar to the salary increases that staff recommended. In regard to the IT Director position, he explained that when the employee was assigned to the Interim IT Director position, he was paid the minimum amount; however, if the City had actually recruited to fill the IT Director's position and the employee had been selected within the four (4) to six (6) months, the salary would have been appropriate. He explained that there was a 2½ year lapse between the time the employee began serving as the Interim IT Director and when he was actually offered the permanent Director's position. As a result, this employee acquired 2½ years experience serving as a Director that he was not credited for in the salary calculation. He further explained that if a person had been selected from outside the City's employment to fill the position and that individual had 2½ years of experience serving as an IT Director, the City would credit the individual for this experience as a Director in developing their salary.

Referring to the IT Director, Mr. Hare suggested that the employee be provided a one-time bonus ($5,500-$6,000), noting that his salary was considerably less than $76,000 2½ years ago, and he questioned if his salary would have been set at the higher level if this individual had been selected

at that time. Responding, Mr. Koenig stated that in every other instance when an employee is promoted, their years of experience are considered and salaries are offered accordingly. In the case of the IT Director, this did not occur and the recommendation would correct this error.

**Mr. Lynn moved to recommend approval of staff's recommendation for the permanent assignment of duties as outlined by the City Manager, seconded by Mr. Shevock and carried with Mr. Hare voting no.**

**Downtown Dover Partnership (DDP) Request for Continued Staff Assistance and Support**

Members were advised that the Mayor and City Manager received a request from the Downtown Dover Partnership (DDP) for the City of Dover to continue to provide administrative support to the DDP via Ms. Beverly Jackson, Administrative Assistant, until December 31, 2013. Members were reminded that City Council authorized a funding transfer in the amount of $180,000 during the current fiscal year to assist the DDP with the hiring of staff and other expenses related to the DDP's operating budget. The DDP's new Executive Director began work on Monday, March 4, 2013. The requested additional assistance from City staff would enrich the transition period, given the substantial projects that are currently being undertaken by the DDP.

Mr. Scott Koenig, City Manager, advised members that he and the Mayor had reviewed the request and believed it would be in the best interest of the City and the DDP to honor the request; however, it was felt that the extended relationship would require the endorsement of City Council, based upon the result of the City's budget discussions last spring. He also advised members that the DDP had indicated that they would be submitting a request for financial assistance for the FY2014 Budget in an amount less than the $180,000; however, he stated that the exact amount was not known at this time.

Staff recommended authorization to continue to provide administrative support to the Downtown Dover Partnership (DDP) via Ms. Beverly Jackson until December 31, 2013.

Responding to Mr. Hare, Mr. Koenig anticipated that the DDP would be functioning administratively on their own by the end of the current year. In regard to contributions from the City, he stated that this date was questionable. He reminded members that the City collects the Business Improvement District (BID) Tax (approximately $51,600), which, according to the Dover Code, is to be dedicated to the former Main Street Program, whose function has been assumed by the DDP. He noted that it was the opinion of some that the $51,600 collected was a guaranteed amount to be provided to the DDP; others felt that this would be an administrative transfer offered by the City to the DDP. Mr. Koenig indicated his desire that contributions from the City would not be necessary after FY2014; however, he questioned if this would be possible.

Mr. Gregg Moore, President of the DDP, introduced Mr. Louis Colôn, the new Executive Director of the DDP. He advised members that it was the opinion of the DDP that the BID Tax was due to the DDP through the former Main Street Program and that this was in accordance with State legislation. He stated that these monies are anticipated by all Main Street Programs throughout the State of Delaware. He reviewed the accomplishments of the DDP and their impact during the past

year, as follows: 1) bringing the E-ZPass vendor downtown, which would provide 60 new jobs and up to 50 customers every day entering the building via Loockerman Street; 2) completion of the North Street Projects (all were invited to attend the Ceremonial Opening on March 28th at 10:30 a.m.); 3) breaking ground on improvements to North Street properties behind 22 and 24 Loockerman Street on March 11, 2013, which would aid in getting E-ZPass into the building; 4) the DDP being chosen by the Delaware Department of Transportation (DelDOT) for a $1M grant from the Transportation Enhancement Fund and the scheduling of the first meeting with DelDOT on March 21, 2013 to help facilitate continued improvements along North and other streets, which would aid in improving infrastructure that would otherwise be paid for by the City; 5) opening of the Bayard Pharmacy, which has provided seven (7) new jobs; 6) an application from the Family Dollar Store to locate downtown (where the former NAPA business was located), which was anticipated to provide 20 new jobs; and 6) the expansion of Wesley College's nursing program, which has located to the Frear Building. In total, he stated that nearly 100 new jobs had been created this year associated with the DDP's efforts.

In terms of funding for the DDP, Mr. Moore stated that the DDP felt that a good transition for the new Executive Director was essential, which would include maintaining administrative support to the DDP via Ms. Beverly Jackson until December 31, 2013. He advised members that Mr. Colôn was in the process of creating the funding request for DDP and that a letter and justification for the request would be forwarded to the City Manager. Although the requested amount would be less than last year's request, he stated that it would not be substantially less and provided various reasons, as follows: 1) parking revenues were down as a result of lost parking to the State of Delaware, as well as construction prohibiting the use of some parking areas, noting that there had not been an increase in parking rates for 30 years; 2) investment of over $500,000 in the 22-24 Loockerman Street building, which would house E-ZPass; 3) current assistance being provided to the Interfaith Mission for Housing to add facilities for daytime use for the homeless, explaining that this organization's lease was provided at a reduced market rate; 4) providing reduced rental fees to the Inner City Cultural League; and 5) the delay in locating the vendor in the 22-24 Loockerman Street building since DelDOT must go through the process of choosing a vendor. Mr. Moore stated that once a vendor is selected (in April), the DDP could begin their negotiations and then will have the task of designing the interior of the building, which would include the investment of over $300,000.

Responding to Mr. Hare, Mr. Moore stated that renting to the E-ZPass Program would provide the DDP a significant amount of funding on a monthly basis, noting that there would be a five (5) year lease with a four (4) year extension. In addition, he stated that the DDP was considering a very large user (major employer) at the former Acme Site, which would also provide a revenue source. He advised members that these two (2) projects, and other similar projects, would allow the DDP to have an infusion of revenue that will assist the DDP in being self sufficient. Although he felt that the amount of financial assistance requests would decrease during the years, he anticipated that the DDP would always request some form of funding from the City to assist in providing improvements to the City's downtown area and noted the detrimental affects that an unsuccessful downtown can have on its municipality and community as a whole.

Mr. Hutchison relayed appreciation for the accomplishments of the DDP and felt that the funding request was small compared to the benefits received.

**Mr. Shevock moved to recommend approval of the request to authorize the City's administrative staff to continue to provide administrative support to the Downtown Dover Partnership (DDP) until December 31, 2013. The motion was seconded by Mr. Rushe and unanimously carried.**

**Update on Community Meeting - Role and Scope of the Historic District Commission and the Historic District**

During their meeting of January 14, 2013, members were advised of discussions that had been occurring regarding the role of Dover's Historic District, and in particular, the Historic District Commission. Some in the community had faulted the Historic District Commission with adding roadblocks to projects that would support downtown redevelopment, or creating impediments to economic development and growth, while others saw the Historic District Commission as an important caretaker of the City's rich history. Many of the discussions had taken place in informal venues among property owners, business owners, elected officials, and other stakeholders in the community.

During their Regular Meeting of January 28, 2013, City Council approved the Committee's recommendation that the Planning Office hold a public workshop (more than one if necessary) by the end of February 2013 to discuss the role and scope of the Historic District and Historic District Commission, and that staff report back to the Legislative, Finance, and Administration Committee during their first meeting in March 2013 with clear recommendations on whether and how the role and scope of the Historic District and/or the Historic District Commission should be modified.

As directed, Mrs. Ann Marie Townshend, Director of Planning and Community Development, advised members that on February 26, 2013, the Planning Office held a workshop that focused primarily on facilitated discussion of members of the public regarding the City's Historic District Zone, Historic District Commission, and development review within the Historic District. She indicated that more than 30 members of the public attended the workshop, and that the workshop included a lot of valuable discussion regarding the importance of protecting the City's historic resources. Some ideas were presented by members of the public regarding how the process could be streamlined and how the City could improve the preservation of its historic character.

Although there were no concrete recommendations to implement immediately as a result of the workshop, Mrs. Townshend felt confident that proposed changes would be brought forward after further exploration. She advised members that during the spring months, staff would conduct additional public outreach, likely to include a survey to gauge public support for ideas that could potentially streamline the current review process, as well as enhance preservation of the City's historic character and historic resources.

Staff assured members that they would continue to be updated regarding this matter and that proposed changes to the process would ultimately be brought forward for the Committee's review and recommendation.

No further action was taken by the Committee.

**Proposed Ordinance - Staff Substitute #2 for Ordinance #2013-04 - Amending Chapter 22 - Buildings and Building Regulations, Article X - Rental Dwellings**

During their meeting of January 14, 2013, members were provided Proposed Ordinance #2013-04 amending Chapter 22 - Building and Building Regulations, Article X - Rental Dwellings to create a Crime Free Housing Program. During their Regular Meeting of January 28, 2013, City Council considered proposed Ordinance #2013-04 amending Chapter 22 - Buildings and Building Regulations, Article X - Rental Dwellings, without a recommendation by the Committee. Staff advised members that several concerns were relayed during the Committee meeting and in a letter from local Realtors. As a result, staff met with Deputy City Solicitor Pepper, Police Chief Hosfelt, MCpl. Bernat, and Councilman Lynn to develop two (2) staff amendments. These amendments were presented to City Council for their review and consideration, which resulted in additional recommendations by City Council. After much discussion, it was suggested that all of the amendments proposed during the discussion should be consolidated and presented as a whole. Therefore, City Council referred the matter back to the Committee for their review and recommendation.

During the Committee Meeting of February 11, 2013, members recommended that Staff Substitute #1 for Ordinance #2013-04 be referred back to staff to allow for the inclusion of the changes presented by Mr. Phil McGinnis, Policy Director for the Kent County Association of Realtors, and to allow for assurance that the concerns relayed by Chief Magistrate Alan G. Davis had been addressed. The Committee's recommendation was approved by City Council during their Regular Meeting of February 25, 2013.

As a result of the previous action, staff submitted Staff Substitute #2 for Ordinance #2013-04 - Amending Chapter 22 - Buildings and Building Regulations, Article X - Rental Dwellings for the Committee's consideration and recommendation. Mrs. Townshend reviewed the substitute ordinance, noting that changes were highlighted for better clarification. In reviewing Lines 145-148, she assured members that the Landlord/Tenant Code for the State of Delaware includes language which specifically indicated that there were grounds for eviction for violating a City ordinance. Also, as a result of several concerns relayed, she stated that the seminar specified had been changed to voluntary; however, she noted that there were clear exceptions that would require a landlord to attend a Safe Community seminar. With reference to Lines 200-204, Eviction Required, Mrs. Townshend stated that the language regarding evictions was derived from Department of Housing and Urban Development (HUD) documents written for public housing.

Mrs. Townshend stated that the words "crime free housing" throughout the document had been changed to "safe communities" due to an attempt by those in charge of Crime Free Housing to trademark the term "crime free housing."

Mrs. Townshend advised members that she and Police Chief Hosfelt met with the City Manager and Police Chief of the City of Harrington, where a similar program was instituted that offered the seminar on a voluntary basis. She stated that Harrington's program had been very well received and landlords from outside of the jurisdiction had attended and indicated appreciation for the knowledge attained. Staff also worked with the Attorney General's Office, who had reviewed the proposed amendments, which were consistent with some of the practices they were encouraging.

Police Chief Hosfelt indicated his feeling that the City had an opportunity to take positive action and help the Police Department to rid neighborhoods of problem tenants. He noted that the Police Department met with Mr. Dan Logan, representative of the Attorney General's Office, who specializes in these types of situations throughout the State and prosecutes accordingly in Wilmington and that Mr. Logan supported the recommendations. Chief Hosfelt suggested that the City take a lead in this matter, urging members to approve the staff recommendation or, at a minimum, to forward the proposed ordinance to City Council for action.

Responding to Mr. Shevock, Mrs. Townshend stated that the Inspections Division would be responsible for taking action in accordance with the ordinance. In response to Mr. Shevock's concerns regarding the possibility of neighbors issuing complaints to the Police Department simply because of their dislike for a neighbor, Chief Hosfelt stated that such a situation would not be considered a criminal offense but would be similar to a civil dispute and that the police officers would attempt to mediate these situations. He stated that any complaints received must be substantiated and that case-by-case review may be needed.

Mr. Rushe noted that the proposed amendment still included the terminology "crime free." In addition, referring to Lines 198-199, he suggested that the broad term "template" be changed to something more specific since "template" had several interpretations. In Line 44, he stated that the word "let" should be "rent." He relayed appreciation to staff for their work regarding this matter.

Mr. Dixon relayed his concerns with fair treatment of people and the potential for the ordinance to cause homelessness. He also noted that, in accordance with the proposal, parents could be evicted for the actions of their teenaged children. It was his feeling that the proposed amendments could serve the City well or poorly and suggested that the City be very careful in following the landlord/tenant laws.

Council President Leary advised members that he received a call from a constituent residing in The Hamlet earlier in the day regarding an issue involving the same tenant, same address, etc., that had previously caused concerns. It was his feeling that the City could not allow its citizens to continue to live in this way and that action must be taken to allow for a decent quality of life.

Mayor Carey stated that he too had received phone calls from citizens and he felt that there was no need for anyone to have to live in such difficult situations. He indicated his support of the proposed amendments.

Dr. Todd Stonesifer, 115 N. State Street, addressed members on behalf of the Kent County Association of Realtors (KCAR). He relayed appreciation for the efforts of the City and the opportunity to voice his organization's concerns. He stated that the KCAR supported the proposed amendments, explaining that staff had implemented all of the language that the KCAR had requested to be changed.

Mr. James McGiffin, 500 N. State Street, stated that he represents tenants in his employment, particularly those with low incomes throughout the City. He relayed appreciation to Mrs. Townshend, explaining that he met with her on several occasions to discuss the proposed amendments and found her to be very responsive. He stated that generally, he approved of the proposed amendment as presented and felt that it was fair, understandable, etc. However, he suggested that members consider amending the phrase "other person associated with the tenant," explaining his feeling that it was very broad to make a tenant responsible for any other person associated with the tenant. For example, he stated that individuals could be associated through their membership and/or attendance at a church, or through other memberships (noting that he, along with Mr. Rushe and Mr. Lynn were associated as members of the Kent County Bar Association). Mr. McGiffin suggested that the language from the HUD regulations, "any person under the tenant's control," be considered to replace this phrase. He stated that the phrase appears in Lines 147, 158, and 202.

Ms. Sarah Herbert, 223 N. Bradford Street, indicated that her residence is located adjacent to Wesley College and is surrounded by numerous rental properties that appear to be vacant. She advised members that often parents will purchase a property for their child to occupy while attending school and rent to other students. The child whose parents own the property serves as a property manager; therefore, these properties do not appear to be rented structures and homes. She questioned if the proposed amendment would apply to these types of situations. Responding, Mrs. Townshend stated that currently the City considers property owned by an individual who allows their child to live in said home not to be a rental property. She stated that this type of scenario is becoming more and more prevalent. She suggested that there may be a need to review this matter to determine how the Dover Code should be applied since there are individuals who pay rent to live at the residence.

Responding to Mr. Hare, Mrs. Townshend stated that there are several properties within the City where a parent purchases a property for their child to live and because they are an immediate family member and rent is not collected, they are not required to obtain a rental permit. She stated that when there are other individuals residing at the property who are paying rent, these properties are clearly rental. It was her opinion that staff should begin implementing the requirement differently than has been done in the past.

Senator Brian Bushweller relayed appreciation to members of the Committee, Council, and City Staff for development of the proposal, indicating that he had dealt with these types of issues that can be ruinous to neighborhoods and particularly to those who reside adjacent to and near the problematic properties. He encouraged members to support the proposed amendment and forward it to City Council for approval.

**Mr. Hare moved to recommend adoption of Staff Substitute #2 for Ordinance #2013-04, as amended *(Attachment #1)*, seconded by Mr. Shevock and unanimously carried.**

**By unanimous consent, the Meeting Adjourned at 6:15 P.M.**

Sean M. Lynn
Chairman

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*Attachment*
*Attachment #1 - Staff Substitute #2 for Ordinance #2013-04*

CITY OF DOVER

ORDINANCE #2013-04 - STAFF SUBSTITUTE #2 WITH LF&A #1

(LF&A Amendments Indicated in Yellow Highlight)

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

That Chapter 22 – Buildings and Building Regulations, Article X – Rental Dwellings be amended by deleting the text indicated in bold, red strikethrough and inserting the text indicated in bold, blue italics as follows:

## DIVISION 1. – GENERALLY

### Sec. 22-331. - Purpose; applicability; definitions; compliance.

(a) *Purpose.* The purpose and intent of this article is to ensure public health, safety and welfare insofar as they are affected by the continued occupancy and maintenance of dwellings operated for lease to the public. The health, safety and welfare of the occupants of the dwellings are of the utmost importance to the city, as is the general community character in which these dwelling units are located.

(b) *Applicability.* The provisions of this article shall apply to all matters affecting or relating to rental dwellings. Where, in this article, different sections of this Code may specify different requirements, the most restrictive shall govern.

(c) *Definitions.* The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

*Dwelling unit* means a single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

*Multiple-family dwellings* means dwelling units operated as a group, and located in the same building. This shall include ~~**departments**~~ ***apartments***, roominghouses, condominium dwelling units, and accessory apartments located within structures principally used for owner occupancy.

*Rental dwelling* means a dwelling unit that is leased for occupancy to a person or persons in exchange for monetary payment or provision of goods or services to the owner of the dwelling unit.

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

***Criminal activity means any crime classified by applicable law as a felony or a class A misdemeanor in addition to the following offenses:, criminal mischief, noise violations, drug offenses, offensive touching, menacing, vehicular assault, sexual harassment, indecent exposure, graffiti, trespassing, criminal trespassing, crime against a vulnerable adult, unlawfully dealing with a child, disorderly conduct, malicious interference with emergency communications, public intoxication, loitering, criminal nuisance, obstructing of public passage, lewdness, prostitution, patronizing a prostitute, unlawfully dealing with a dangerous weapon, or unlawfully dealing with a switchblade knife.***

(d) *Compliance required.* No person shall operate, occupy or let to another for occupancy any dwelling which is not in compliance with the International Property Maintenance Code adopted in section 22-221 and all other applicable codes.

**Sec. 22-332. - Inspection required.**

(a) The code enforcement office, in accordance with the procedures set forth in the International Property Maintenance Code adopted in section 22-221, shall inspect rental dwellings for compliance with the property maintenance code and all other applicable codes to ensure compliance.

(b) Following an inspection, the code enforcement office shall issue a letter and/or report of any code violations and provide a timeline for compliance. There shall be no fee for the first followup inspection. Each subsequent reinspection shall be subject to a fee as provided for in Appendix F—Fees and Fines.

**Sec. 22-333. - Agent required.**

(a) *Property manager.* Any owner of a rental dwelling, residing outside of the county, shall be required to have a licensed property manager residing or having an office located in the county, or a family member or other designated individual who does not manage any other rental real estate for a fee and who resides in the county acting as a property manager. The property manager, including family members and designated individuals, shall have charge, care and control of the rental dwelling, and shall provide access to the rental dwelling for inspection, upon request by the building inspector or city planner, within a reasonable time.

(b) *Corporate or partnership owners.* Any corporation or partnership owning a rental dwelling shall have a designated member, partner, or employee having charge,

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care, and control of the rental dwelling. The designated member, partner or employee shall reside in or have an office located in the county, or shall be required to have a licensed property manager residing or having an office located in the county, or a family member or other designated individual who does not manage any other rental real estate for a fee, and who resides in the county, acting as a property manager. The property manager, family members or other designated individuals shall have charge, care and control of the rental dwelling, and shall provide access to the rental dwelling for inspection, upon request by the building inspector or city planner, within a reasonable time.

***Sec. 22-334. – Written lease required.***

***A written lease, including the crime-free lease addendum specified in §22-372, shall be required for all rental dwellings in the City of Dover prior to establishment of a utility account for the property.***

**Secs. 22-~~334~~*335*—22-350. - Reserved.**

**DIVISION 2. - PERMIT**

**Sec. 22-351. - Generally.**

(a) *Single-family dwellings.* It shall be unlawful for any person to operate any single-family rental dwelling without obtaining a permit from the licensing division of the department of planning and inspections in order to determine compliance with the appropriate provisions of this article. The permit shall expire annually on January 31. The fee for the annual permit shall be as provided for in Appendix F—Fees and Fines. ***The permit fee for rental dwelling permits issued after January 31st will be prorated from the date the permit is issued until the next January 31st.***

(b) *Multiple-family dwellings.* It shall be unlawful for any person to operate any multiple dwelling without first obtaining an annual permit therefor from the licensing division of the department of planning and inspections in order to determine compliance with the appropriate provisions of this article. The permit shall expire annually on January 31, and the fee for the annual permit shall be as provided for in Appendix F—Fees and Fines. ***The permit fee for rental dwelling permits issued after January 31st will be prorated from the date the permit is issued until the next January 31st.***

(c) *Late payment penalty.* In the event that the permit fee set forth herein is not paid on the date due, then the permittee shall incur a penalty fee as provided for in Appendix F—Fees and Fines until the same is paid.

(d) *Reinstatement fee.* An owner whose permit has been suspended in accordance with section 22-352 shall pay a reinstatement fee as provided for in Appendix F—Fees and Fines.

(e) *Lien.* In the event that the property owner fails to pay said fees within 30 days from the date a notice thereof is mailed to the owner, then such fees shall be entered in the municipal lien docket as a lien owing the city; and the same may be turned over to the city solicitor for collection.

(f) *Utilities.* The owner or occupant of any rental unit shall not be entitled to receive city utilities until the permit fee required in this section is paid in full and city personnel shall refuse to provide sewage, water and electricity to the property until satisfactory proof is furnished that such permit fee has been paid.

**Sec. 22-352. - Suspension.**

(a) *Grounds; duration.* The building inspector shall suspend the permit issued or withhold the permit paid for, pursuant to this division, when***:***

***(1)*** ~~**he**~~ The building inspector determines that any dwelling or the premises surrounding the dwelling fails to meet the requirements of this chapter or any rule or regulation issued pursuant thereto;

***(2) The failure of the property owner or property manager to initiate and prosecute in good faith eviction proceedings following notification by the City that the terms of the safe communities lease addendum have been violated; or***

***(3) The failure of the property owner or property manager to attend a safe communities seminar when required by §22-371(b).***

Suspension shall last until the violations have been corrected to the satisfaction of the building inspector, or the suspension shall have been reversed ~~**or appealed**~~.

(b) *Notice of violations.* Upon suspending any permit under this section or withholding the permit paid for, the building inspector shall notify the owner of the violations of the applicable code and shall prescribe a period in which the violation shall be corrected.

(c) *Appeal.* Any owner or operator of any dwelling, whose permit to operate the structure is suspended by the building inspector pursuant to the procedures of this section, shall have the right to appeal and notice as provided in section 22-225

(d) *Effect of appeal.* Upon suspension of a permit, or withholding of a permit ordered by the building inspector and upon the permittee serving the city clerk with a notice of appeal pursuant to section 22-225, the permit suspension shall be stayed and an existing permit shall remain in force until the appeal is decided.

**Secs. 22-353—22-~~380~~ *369*. - Reserved.**

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*DIVISION 3. – SAFE COMMUNITIES*

*Sec. 22-370 Criminal activity*

*Tenants of rental dwellings, any member of the tenant's household, any guest or other person ~~associated with the tenant~~ under the tenant's control shall not engage in criminal activity on or within 500 feet of the lot on which the rental dwelling resides.*

*Sec. 22-371. – Safe communities seminar ~~required~~.*

*(a) The City of Dover police department shall offer a safe communities seminar a minimum of two times each calendar year. The seminar shall be voluntary, except in the following circumstances:*

*1. When a rental dwelling permit has been suspended in accordance with Section 22-352, the property owner or manager shall attend the seminar prior to reinstatement of the suspended rental dwelling permit; or*

*2. When a rental dwelling has been the subject of response by the police department on three or more occasions within a six month period, due to occasions where the tenant, any member of the tenant's family, or any guest or other person ~~associated with the tenant~~ under the tenant's control have engaged in criminal activity, the property owner or managers shall attend the seminar.*

*(b) Upon notification by the chief of police that the safe communities seminar is required in accordance with subsection 2 above, the department of planning and inspections shall notify the property owner and/or property manager that he is required to attend the next scheduled safe communities seminar. Such notice shall be sent by certified mail to the property owner and property manager if a property manager is on record with the department of planning and inspections.*

*Sec. 22-372. – Safe communities lease addendum.*

*(a) All residential leases shall include a safe communities lease addendum, signed by the property owner and tenant, in the following form:*

*In addition to all other terms of the lease, landlord and tenant agree as follows:*

*1. The tenant, any member of the tenant's household, any guest or any other person ~~associated with the tenant~~ under the tenant's control on or within 500 feet of the leased premises:*

*i. Shall not engage in criminal activity, including drug-related criminal activity, on or within 500 feet of the leased premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution,*

*use, or possession of any illegal or controlled substance defined by 16 Del.C. Ch. 47.*

*ii. Shall not engage in any act intended to facilitate criminal activity.*

*iii. Shall not permit the dwelling unit to be used for or to facilitate any criminal activity.*

*2. Any activity prohibited by this addendum shall constitute a substantial violation of the lease, material noncompliance with the lease, and grounds for termination of tenancy and eviction.*

*(b) The department of planning and inspections shall provide a crime free lease addendum ~~template~~.*

*(c) A copy of the signed ~~crime free~~ safe communities lease addendum shall be submitted to the city of Dover prior to establishment of utility services to any residential property.*

*Sec. 22-373. – Eviction Required.*

*(a) If the tenant, any member of the tenant's household, any guest or other person associated with the tenant engages in criminal activity on three or more occasions within a 12-month period, the property owner or property manager shall begin to process to terminate tenancy.*

*(b) Upon notification by the chief of police that termination of tenancy is required in accordance with subsection (a), the department of planning and inspections shall notify the property owner and property manager that he has 30 days to initiate the eviction or otherwise terminate the tenancy. Such notice shall be sent by certified mail to the property owner and property manager if a property manager is on record with the department of planning and inspections.*

SYNOPSIS

The proposed ordinance adds the requirement that landlords participate in a safe communities program that includes participation in a safe communities seminar offered by the Dover Police Department and including a safe communities addendum to leases. In addition, the proposed ordinance allows for prorating of rental permit fees for permits purchased after the beginning of the permit year.

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Actions History

| | | |
|---|---|---|
| March 11, 2018 | - | Reconsidered by Legislative, Finance, and Administration Committee |
| February 11, 2013 | - | Reconsidered by the Legislative, Finance, and Administration Committee and referred back to staff |
| January 28, 2013 | - | Considered by Council and referred back to Committee for further review |
| January 14, 2013 | - | Introduced at Legislative, Finance, and Administration Committee |

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# SPECIAL PARKS, RECREATION, AND COMMUNITY ENHANCEMENT COMMITTEE

A Special Parks, Recreation, and Community Enhancement Committee meeting was held on March 18, 2013, at 12:00 p.m. with Chairman Bonar presiding. Members present were Mrs. Horsey and Mr. Lewis. Mr. Dixon and Mr. Anderson were absent. Councilman Perza was also present.

**AGENDA ADDITIONS/DELETIONS**

**By unanimous consent, the agenda was approved as presented.**

**Community Development Block Grant (CDBG) Application Review**

Mrs. Tracey Harvey, Planner I, noted that since the City had converted to multi-year Community Development Block Grant (CDBG) projects, the annual review process would consist of funding the previously approved multi-year projects for the Action Plan through 2014, when the current Consolidated Plan would end.

Members were provided a revised listing of CDBG Federal Resources Available for Use 7/01/13 - 6/30/14 ***(Attachment #1)***. Mrs. Harvey advised members that the total amount of grant funds available for activities was $178,850 and explained the grant allocation requirements as follows:

| | |
|---|---|
| CDBG Funds Allocation | $215,009 |
| Anticipated Program Income | $ 8,554 |
| Total Grant Allocation | $223,563 |
| | |
| 20% of the grant must be allocated for Program Administration | $223,563 x.20 |
| | $ 44,713 |
| | |
| Public Service activities cannot exceed 15% of the Grant | $223,563 x.15 |
| | $ 33,535 |
| | |
| Total grant Funds Available for Activities | $178,850 |
| | |
| Total Grant Request | $236,500 |

Mrs. Harvey explained that 20% ($44,713) was to be allocated for program administration and funds awarded for public service activities could not exceed 15% of the total grant allocation ($33,535) *(City Clerk's Office Note: A rounding error in the calculation for the public service activities allocation in the amount of $1 was subsequently discovered and will be corrected in the final action plan prior to City Council approval)*. She reviewed the grant application requests, as follows:

| Applicant | Amount Requested |
|---|---|
| Dover Interfaith Mission for Housing | $27,500 |
| Milford Housing Development Corp. (Rehab) | $60,000 |
| Milford Housing Development Corp. (Emer.) | $40,000 |
| NCALL | $9,000 |
| Elizabeth W. Murphey School | $60,000 |
| Homeownership Assistance Program | $40,000 |

Mrs. Harvey provided an outline of the amounts granted to the CDBG applicants during the previous year **(*Attachment #2*)** for ease of reference while reviewing the current requests.

In response to Mr. Bonar concerning the allocation of funds, Mrs. Harvey explained that the federal government dictates the percentages for public service activities (15%) and program administration (20%). She noted that funds could be transferred from one group to another (public service vs. non-public service activities); however, public service allocations were capped at 15% and funds allocated could not exceed $178,850.

Mrs. Harvey reviewed the funding request from Dover Interfaith Mission for Housing (DIMH), advising members that this organization had been a grantee for several years and was seeking $27,500 in funding.

Mrs. Harvey reminded members that DIMH and the National Council on Agricultural Life and Labor (NCALL) were public service organizations; therefore, funding for these organizations could not exceed 15% of the grant. Other groups were not restricted. In addition, she stated that funding for the DIMH could not exceed the $27,500 that was requested.

Mr. Lewis moved to recommend fully funding the Dover Interfaith Mission for Housing request at $27,500, with the remaining $6,035 of public service funds to be given to the National Council on Agricultural Life and Labor (NCALL). The motion was seconded by Mrs. Horsey.

Mrs. Horsey asked if DIMH was aware that additional funds (in excess of $27,500) might be available. Responding, Mrs. Harvey stated that the DIMH realized that there had been a reduction in funding and limited their request to $27,500. She noted that in the past they had requested and received a $60,000 rehabilitation grant (not a public service request); however, CDBG funds were now being used only for operational costs.

**On a call for the question, the motion to recommend fully funding the Dover Interfaith Mission for Housing (DIMH) request at $27,500, with the remaining $6,035 of public service funds to be given to the National Council on Life and Labor (NCALL) was unanimously carried.**

Mrs. Harvey reviewed the request submitted by the Milford Housing Development Corporation (MHDC) Rehabilitation Program.

Responding to Mr. Bonar, Mrs. Harvey stated that all of MHDC's properties in this program were located within the City of Dover and they were currently working on four (4) properties.

Mrs. Ann Marie Townshend, Director of Planning and Community Development, reminded the Committee that the MHDC Rehabilitation Program was formerly managed by the City. At that time, homeowners applied for housing rehabilitation funds and the City bid out the work, developed specifications, hired contractors, etc. She indicated that MHDC was now performing these functions and the City receives and pays related invoices. Responding to Mr. Bonar, Mrs. Townshend advised that the City still oversees the program.

In response to Mr. Lewis, Mrs. Harvey stated that approximately $50,000 in funding ($40,000 plus an additional $10,000 reallocated from American Disability Act (ADA) funding) was granted to the MHDC Rehabilitation Program last year; however, none of these funds were depleted due to issues with the waiting list. Clarifying, Mrs. Townshend explained that these issues were related to problems qualifying the individuals on the waiting list for the program and that this had now been resolved.

Responding to Mrs. Horsey, Mrs. Harvey stated she believed that MHDC would be able to expend the funds since the waiting list had been opened and many of the previous concerns had been resolved. She noted that the organization would be expected to expend all of the funds previously granted, as well as current funds, within the one (1) year time frame. Mrs. Harvey also clarified that the MHDC Emergency Home Repair Program had spent the allocated funds.

In response to Mr. Bonar, Mrs. Harvey advised members that there was a continuing need for these services, noting that she receives calls daily for housing assistance.

Responding to Mrs. Horsey, Mrs. Harvey indicated that the applications reviewed today were the only applications being considered and that Serenity Place (which was funded last year) did not reapply.

Mrs. Horsey moved to recommend funding the Milford Housing Development Corporation (MHDC) Rehabilitation Program with $60,000. The motion failed for lack of a second.

At the suggestion of Mrs. Harvey, members agreed to review the other applications and return to this program before making a decision.

Mrs. Harvey reviewed the application from the Milford Housing Development Corporation (MHDC) Emergency Home Repair Program.

Mr. Lewis moved to recommend fully funding the Milford Housing Development Corporation (MHDC) Emergency Home Repair Program with $40,000. The motion was seconded by Mrs. Horsey.

Mrs. Horsey questioned why more money had not been allocated to the MHDC Emergency Home Repair Program, since these funds could be expended faster. Responding, Mrs. Harvey stated that the MHDC Rehabilitation Program was more costly due to the type of renovations. Mrs. Horsey suggested waiting to make a decision on this program and perhaps allocate additional funds to the program; however, Mrs. Harvey indicated that the allocation of funds could not exceed the requested amount.

Mrs. Townshend reminded members that $236,500 in funding had been requested; however, only $178,850 was available for allocation among the applicants.

**On a call for the question, the motion to recommend fully funding the Milford Housing Development Corporation (MHDC) Emergency Home Repair Program at $40,000 was unanimously carried.**

Mrs. Harvey reviewed the request from the Elizabeth W. Murphey School for $60,000 for replacement of windows in existing buildings. Responding to Mr. Bonar, Mrs. Harvey stated that although the school had undertaken a window replacement program, a number of windows remained due to the high replacement cost related to the age of the buildings.

In response to Mr. Lewis, Mrs. Harvey stated that $60,000 would cover the cost of replacing 49 of 90 windows. She noted that these buildings were in the Historic District and must comply with certain specifications. Mrs. Townshend indicated that the school was required to bid the window replacement project competitively.

Mrs. Horsey suggested delaying a decision on Murphey School until after the Homeownership Assistance Program was reviewed.

Mrs. Harvey explained there was great demand for the Homeownership Assistance Program, noting that funds allocated last year were depleted as of February 2013. She advised members that the Homeownership Assistance Program did not have the same limitations as the Neighborhood Stabilization Program (NSP) and that any home could be purchased under the program, including new construction anywhere within the City of Dover.

**Mrs. Horsey moved to recommend fully funding the Homeownership Assistance Program at $40,000, seconded by Mr. Bonar and unanimously carried.**

Mr. Lewis suggested splitting the remaining unallocated funds ($65,315) equally to the two (2) remaining programs, the MHDC Rehabilitation program and the Elizabeth W. Murphey School, which would equate to $32,657.50 each.

Mr. Lewis moved to recommend dividing the remaining $65,315 in available funds equally between Milford Housing Development Corporation (MHDC) Rehabilitation Program and the Elizabeth W. Murphey School, with each organization receiving $32,657.50. The motion was seconded by Mrs. Horsey.

In response to Mr. Perza, Mrs. Harvey advised that although spending for each house was capped at $15,000, not every home would require the maximum funding.

**On a call for question, the motion to recommend dividing the remaining $65,315 in available funds equally between Milford Housing Development Corporation (MHDC) Rehabilitation Program and the Elizabeth W. Murphey School, with each organization receiving $32,657.50 was unanimously carried.**

Mr. Bonar requested that the Committee be provided assistance in the way of recommendations regarding priorities for the various applications when this process takes place next year, so that it could be determined if any cuts could be made or if additional funding could be sought.

Mrs. Harvey reminded members that in 2015 they would be reviewing a new CDBG Consolidated Plan.

Mrs. Harvey summarized the Committee's CDBG funding recommendations for FY13, as follows:

| Applicant | Amount Requested | Amount Recommended |
|---|---|---|
| Dover Interfaith Mission for Housing | $27,500 | $27,500.00 |
| Milford Housing Development Corp. (Rehab) | $60,000 | $32,657.50 |
| Milford Housing Development Corp. (Emer.) | $40,000 | $40,000.00 |
| NCALL | $ 9,000 | $6,035.00 |
| Elizabeth W. Murphey School | $60,000 | $32,657.50 |
| Homeownership Assistance Program | $40,000 | $40,000.00 |

**By unanimous consent, the meeting adjourned at 12:25 P.M.**

David L. Bonar
Chairman

DLB/MFK/js/dd/tm
S:\AGENDAS-MINUTES-PACKETS\Committee-Minutes\2013\03-18-2013 SPECIAL PR&CE.wpd

*Attachments*
*Attachment #1 - CDBG Federal Resources Available for Use 7/01/13 - 6/30/14*
*Attachment #2 - Amounts Granted to CDBG Applicants - FY12*

# CDBG FEDERAL RESOURCES AVAILABLE FOR USE
7/01/13 – 6/30/14

| | |
|---|---|
| CDBG Funds Allocation | $215,009 |
| Anticipated Program Income | $ 8,554 |
| Total Grant Allocation | $223,563 |
| | |
| 20% of the grant must be allocated for Program Administration | $223,563<br>x.20<br>$ 44,713 |
| | |
| Public Service activities cannot exceed 15% of the grant. | $223,563<br>x.15<br>$ 33,535 |
| | |
| Total grant available for activities | $178,850.00 |
| | |
| Total grant request | $236,500.00 |

I.8 Proposed Activities to be Undertaken

The total grant allotment for Fiscal Year 2012 is $235,357 including program income. Twenty Percent (20%) of the grant will be used for Program Administration to manage the Community Development Block Grant Program.

The following activities are projects that are proposed to be funded by the City of Dover's Community Development Office Community Development Block Grant

**Project 12-1: Homeownership Assistance Program**

The City will provide settlement assistance to assist low to moderate income persons that are first time homebuyers purchase homes in the City of Dover.

**Total Funding ..... $30,000.00**

**Project 12-2: CDBG Program Administration**

CDBG Funds will be used to oversee management, monitoring and coordination of the CDBG program in the City of Dover.

**Total Funding ..... $47,071.00**

**Project 12-3: Dover Interfaith Mission to the Homeless**

CDBG funds will be used for operations costs for the building that will include utility, maintenance, and lease cost.

**Total Funding ..... $27,500.00**

**Project 12-4: NCALL Research Inc.**

CDBG Funds will be used for foreclosure prevention and pre-purchase homeownership counseling services relevant to Dover residents.

**Total Funding ..... $7,803.00**

**Project 12-5: Milford Housing Home Repair Project**

CDBG funds will be used to assist very low income homeowners with emergency repairs to eliminate severe housing conditions that constitute health and safety hazards in the City of Dover.

**Total Funding ..... $35,000.00**

**Project 12-6: Serenity Place**

CDBG funds will be used to address rebuilding a permanent treatment facility for persons who suffer from substance abuse that was destroyed in a fire.

**Total Funding ..... $27,983.00**

**Project 12-7: Milford Housing Homeowner Rehabilitation Program**

CDBG funds will be used to rehabilitate owner occupied homes in the City of Dover found in violation of the City's Housing Code.

**Total Funding ..... $40,000.00**

**Project 12-8: Elizabeth W. Murphey School**

CDBG funds will be used to install a geothermal heating system in one of the facilities that services children that are at risk for homelessness.

**Total Funding ..... $20,000.00**

**Total Funding ..... $235,357.00**

# ACTION FORM

| | |
|---|---|
| **PROCEEDING**: Utility Committee | **AGENDA ITEM**: |
| **DEPARTMENT OF ORIGIN**: Public Works | **DATE SUBMITTED**: 2/15/2013 |
| **PREPARED BY**: Sharon J. Duca, P.E., Public Works Director / City Engineer | |
| **SUBJECT**: Dedication of Rights-of-Way and Public Infrastructure – Village Of Cannon Mill Phase 1 | |
| **REFERENCE**: N/A | |
| **RELATED PROJECT**: N/A | |
| **APPROVALS**: City Manager | |
| **EXHIBITS**: Attachment A – List of Public Improvements to be accepted by the City of Dover<br>Attachment B – Map | |
| **EXPENDITURE REQUIRED**: $ N/A | **AMOUNT BUDGETED**: $ N/A |
| **FUNDING SOURCE (Dept./Page in CIP & Budget)**: N/A | |
| **TIMETABLE:** All infrastructure improvements will become the responsibility of the City of Dover upon action by City Council. | |
| **RECOMMENDED ACTION**: Acceptance of dedication of rights-of-way and public infrastructure in Phase 1 of the Village of Cannon Mill Subdivision. Dedication is to include all of the referenced public improvements. | |

## BACKGROUND AND ANALYSIS

The City of Dover Department of Public Works requests that all public infrastructure improvements related to Phase 1 of the Village of Cannon Mill be dedicated to the City of Dover for permanent ownership and maintenance. Attachment A outlines all of the public improvements associated with Phase 1. The total construction value of the public improvements is $1,170,700. Attachment B shows the general location and configuration of the subject rights-of-way. The original developer filed for bankruptcy which resulted in work stoppage within the subdivision. The final wearing course and punch list items remain to be completed to meet the City of Dover Standards and Specifications for Public Works Construction and have been outstanding for many years. The Department is prepared to complete the work required pending rights-of-way and public infrastructure dedication as well as paving improvements bid acceptance by City Council.

DEDICATION OF RIGHTS-OF-WAY AND PUBLIC INFRASTURCTURE
VILLAGE OF CANNON MILL - PHASE 1

**ATTACHMENT A**

The following is a list of all public improvements which are to be accepted by the City of Dover:

Sewer Utility Infrastructure (Construction Value = $265,100 ):

| | | |
|---|---|---|
| 10” SDR-35 PVC Sanitary Sewer Main | - | 1,945 l.f. |
| 8” SDR-35 PVC Sanitary Sewer Main | - | 2,755 l.f. |
| 6” PVC Sanitary Sewer Laterals | - | 3,300 l.f. (134 laterals) |
| 4' Diameter Sanitary Sewer Manholes | - | 24 ea. (214 v.f.) |

Water Utility Infrastructure (Construction Value = $162,000 ):

| | | |
|---|---|---|
| 8” Ductile Iron (Class 52 Cement Lined) Water Main | - | 6,100 l.f. |
| 6” Ductile Iron (Class 52 Cement Lined) Water Main | - | 255 l.f. |
| 1” K Copper Water Service Lines | - | 3,600 l.f. (134 services) |
| 8” Gate Valve | - | 20 ea. |
| 6” Hydrant Valve | - | 9 ea. |
| Fire Hydrants | - | 9 ea. |

Storm Water Infrastructure (Construction Value = $169,700 ):

| | | |
|---|---|---|
| Catch Basins | - | 40 ea. |
| 4’ Diameter Storm Sewer Manholes | - | 3 ea. |
| Outfall Structure | - | 4 ea. |
| 15” Type III Reinforced Concrete Pipe | - | 1,610 l.f. |
| 18” Type III Reinforced Concrete Pipe | - | 905 l.f. |
| 24” Type III Reinforced Concrete Pipe | - | 735 l.f. |
| 30” Type III Reinforced Concrete Pipe | - | 465 l.f. |

Street Infrastructure (0.7348 miles) (Construction Value = $573,900 ):

| | | |
|---|---|---|
| Cannon Mill Dr. | Station 0+00 to Station 6+50 | 650 l.f. |
| East Sheldrake Cir. | Station 37+75 to Station 20+50 | 580 l.f. |
| West Sheldrake Cir. | Station 0+00 to Station 6+00 | 600 l.f. |
| Paradee Dr. | Station 0+00 to Station 11+00 | 1,100 l.f. |
| Quillen St. | Station 0+00 to Station 7+00 | 700 l.f. |
| Lester Court | Station 0+00 to Station 6+00 | 600 l.f. |

# Street Dedication Exhibit

## Village of Cannon Mills Phase I

## Right of Ways to be Dedicated to the City of Dover




0 180 360 720 Feet

N

Date Printed: February 19, 2013
File: m:\gis_data\projects\tech_mxds
\street_dedication_map_cannon_mills
Department: Public Works GIS
City of Dover, Delaware

**Legend**

Dover Parcels

Village of Cannon Mills

# Memorandum

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

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**To:** **Members of City Council**

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

**Date:** **March 18, 2013**

**Subject:** **Village of Westover – Phase VI - Dedication**

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On March 11, 2013, City Council deferred action on the dedication of rights-of-way and infrastructure in Phase VI of the Village of Westover. This action was requested by the City Manager to allow staff to resolve issues related to the Letter of Credit for this phase of the subdivision. In the meantime, the City of Dover has received funds from M&T Bank in the amount of $264,765 which represents all funds covered by the Letter of Credit. Staff is requesting dedication of the rights-of-way and infrastructure so we can proceed with the completion of the roads, sidewalks and driveway aprons in this phase of the subdivision. This work will be added to one of our unit price Street Program contracts.

cc: City Clerk's Office
Donna Mitchell, Controller
William Pepper, Assistant City Solicitor

# ACTION FORM

| | |
|---|---|
| **PROCEEDING**: Utility Committee | **AGENDA ITEM**: |
| **DEPARTMENT OF ORIGIN**: Public Works | **DATE SUBMITTED**: 2/15/2013 |
| **PREPARED BY**: Sharon J. Duca, P.E., Public Works Director / City Engineer | |
| **SUBJECT**: Dedication of Rights-of-Way and Public Infrastructure – Village Of Westover Phase VI | |
| **REFERENCE**: N/A | |
| **RELATED PROJECT**: N/A | |
| **APPROVALS**: City Manager | |
| **EXHIBITS**: Attachment A – List of Public Improvements to be accepted by the City of Dover<br>Attachment B – Map | |
| **EXPENDITURE REQUIRED**: $ N/A | **AMOUNT BUDGETED**: $ N/A |
| **FUNDING SOURCE (Dept./Page in CIP & Budget)**: N/A | |
| **TIMETABLE:** All infrastructure improvements will become the responsibility of the City of Dover upon action by City Council. | |
| **RECOMMENDED ACTION**: Acceptance of dedication of rights-of-way and public infrastructure in Phase VI of the Village of Westover Subdivision. Dedication is to include all of the referenced public improvements. | |

## BACKGROUND AND ANALYSIS

The City of Dover Department of Public Works requests that all public infrastructure improvements related to Phase VI of the Village of Westover be dedicated to the City of Dover for permanent ownership and maintenance. Attachment A outlines all of the public improvements associated with Phase VI. The total construction value of the public improvements is $1,092,501. Attachment B shows the general location and configuration of the subject rights-of-way. The original developer filed for bankruptcy which resulted in work stoppage within the subdivision. The final wearing course and punch list items remain to be completed to meet the City of Dover Standards and Specifications for Public Works Construction and have been outstanding for many years. The Department is prepared to complete the work required pending rights-of-way and public infrastructure dedication as well as paving improvements bid acceptance by City Council.

DEDICATION OF RIGHTS-OF-WAY AND PUBLIC INFRASTURCTURE
VILLAGE OF WESTOVER - PHASE VI

**ATTACHMENT A**

The following is a list of all public improvements which are to be accepted by the City of Dover:

Sewer Utility Infrastructure ( construction Value = $184,461 ):

| | | |
|---|---|---|
| 8" SDR-35 PVC Sanitary Sewer Main | - | 2,150 l.f. |
| 6" PVC Sanitary Sewer Laterals | - | 2,206 l.f. (69 laterals) |
| 4' Diameter Sanitary sewer Manholes | - | 10 ea. |

Water Utility Infrastructure ( construction Value = $167,820 ):

| | | |
|---|---|---|
| 8" Ductile Iron (Class 52 Cement Lined) Water Main | - | 2,600 l.f. |
| 8" Gate valves | - | 5 ea |
| 1" K Copper Water Services | - | 2,182 l.f. (69 services) |
| Fire Hydrants | - | 3 ea. |
| 1" K Copper Water Services | - | 2,182 l.f. (69 services) |

Storm Water Infrastructure (Construction Value = $323,296 ):

| | | |
|---|---|---|
| Catch Basins Type J | - | 9 ea. |
| Catch Basins Type JJ | - | 6 ea. |
| Del Dot J Box | - | 3 ea. |
| PW-BD-2 Mod 2 / Mod 1 | - | 3 ea. |
| Type-B-2 | - | 3 ea. |
| 15" Type III Reinforced Concrete Pipe | - | 596 l.f. |
| 18" Type III Reinforced Concrete Pipe | - | 76 l.f. |
| 24" Type III Reinforced Concrete Pipe | - | 46 l.f. |
| 27" Type III Reinforced Concrete Pipe | - | 380 l.f. |
| 19x30" Eliptical Reinforced Concrete Pipe | - | 19 l.f. |
| 15" HDPE Pipe | - | 464 l.f. |
| 18" HDPE Pipe | - | 813 l.f. |
| 24" HDPE Pipe | - | 529 l.f. |
| 30" HDPE Pipe | - | 105 l.f. |

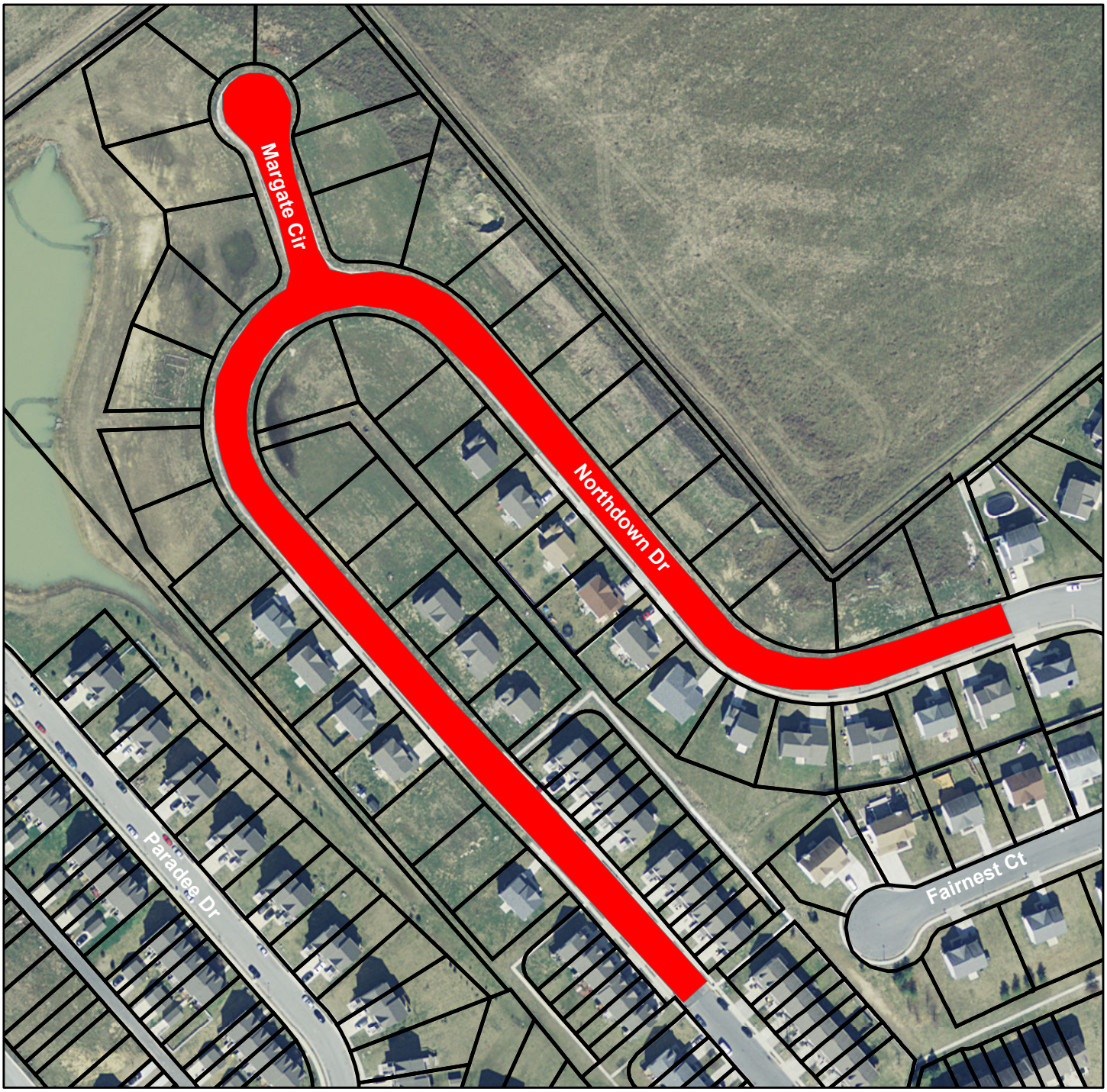
Street infrastructure ( 0.4256 miles) (Construction Value =$416,924 )

| | | |
|---|---|---|
| Northdown Drive | Station20+00 to Station 40+00 | 2,000 l.f. |
| Margate Circle | Station0+18 to Station 2+65 | 247 l.f. |

# Street Dedication Exhibit

## Village of Westover Phase VI

## Right of Ways to be Dedicated to the City of Dover




0 85 170 340 Feet

N

**Legend**

Dover Parcels

Northdown/Margate

Date Printed: February 19, 2013
File: m:\gis_data\projects\tech_mxds
\street_dedication_map_
northdown_dr_margate_cir
Department: Public Works GIS
City of Dover, Delaware

# Memorandum

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

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**To:** **Members of City Council**

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

**Date:** **March 6, 2013**

**Subject:** **Request to Table Various Items on March 11, 2013 Agenda**

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In light of the discussion at the last City Council meeting with respect to the Letter of Credit for the Village of Cannon Mill, I am requesting that final action by the Dover City Council for the following items be delayed until the Regular Council Meeting scheduled for Monday, March 25, 2013:

Dedication of Rights-of-Way and Utilities – Village of Cannon Mill - Phase I (Item # 7.B.b-1.)
Dedication of Rights-of-Way and Utilities – Village of Westover – Phase VI (Item # 7.B.b-2.)
Evaluation of Bids – Cannon Mill Paving Improvements Program (Item # 11.)

The sight draft for the Village of Westover – Phase VI Letter of Credit is being presented to M&T Bank. The timeline for the issuance of funds is unconfirmed at the time of this writing. Staff intends to seek further action on the Letter of Credit for the Village of Cannon Mill; therefore, action on the paving contract bids for the Village of Cannon Mill should also be delayed until the second meeting in March.

cc: City Clerk's Office
Donna Mitchell, Controller
William Pepper, Assistant City Solicitor

# ACTION FORM

| | |
|---|---|
| **PROCEEDING**: City Council | **AGENDA ITEM**: |
| **DEPARTMENT OF ORIGIN**: Public Works | **DATE SUBMITTED**: 02/01/2013 |
| **PREPARED BY**: Sharon J. Duca, P.E., Public Works Director / City Engineer | |
| **SUBJECT**: Evaluation of Bids – Cannon Mill Paving Improvements Program | |
| **REFERENCE**: CIP – Street & Alley Program | |
| **RELATED PROJECT**: FY 2013 Street & Alley Program | |
| **APPROVALS**: City Manager, Controller | |
| **EXHIBITS**: Aerial Map | |
| **EXPENDITURE REQUIRED**: $ 275,854.27 | **AMOUNT BUDGETED**: See Funding Source |
| **FUNDING SOURCE (Dept./Page in CIP & Budget)**: Multiple Funding Sources: $1,546,700 General Fund; $700,000 Community Transportation Funds; $256,214 Municipal Street Aid Fund<br>CIP Page: 91 Account No.: 147-1800-554.40-31 and 318-990-582.40-31 | |
| **TIME TIMETABLE:** Notice to Proceed to be issued within 60 days of Council approval. Project anticipated to be completed in 120 calendar days from Notice to Proceed issuance. | |
| **RECOMMENDED ACTIONS**: Award a unit price contract, based upon Bid #13-0016PW for the Cannon Mill Paving Improvements Program to Harmony Construction Co. based on the With Prevailing Wage unit prices for each work item submitted. The Scope of Work for the program will be altered to reflect the funding that has been secured to complete each location. The Public Works Director may add or delete from the contract based on available funding throughout the contract period and inform the City Manager of such additions and deletions. All work will be paid for at the unit prices bid for work completed and accepted by the City of Dover. The total work authorized under this contract will not exceed the available funding in conjunction with the co-project FY 2013 Street & Alley Program. | |

## BACKGROUND AND ANALYSIS

In concurrence with the City of Dover's Capital Investments Plan, it is proposed to rehabilitate and complete pavement sections within the City of Dover during Fiscal Year 2013. In particular, the final pavement section, type 'C' surface coat, was never installed in the Cannon Mill Subdivision due to the project owners filing for bankruptcy. The total length of scheduled street repaving / overlaying is approximately 4, 230 linear feet or 0.80 miles. The following locations were included in the proposed scope of work to be completed under the Cannon Mill Paving Improvements Program:

| STREET NAME | EXHIBIT TITLE |
|---|---|
| CANNON MILL DRIVE | CANNON MILL |
| EAST SHELDRAKE CIRCLE | CANNON MILL |
| LESTER COURT | CANNON MILL |

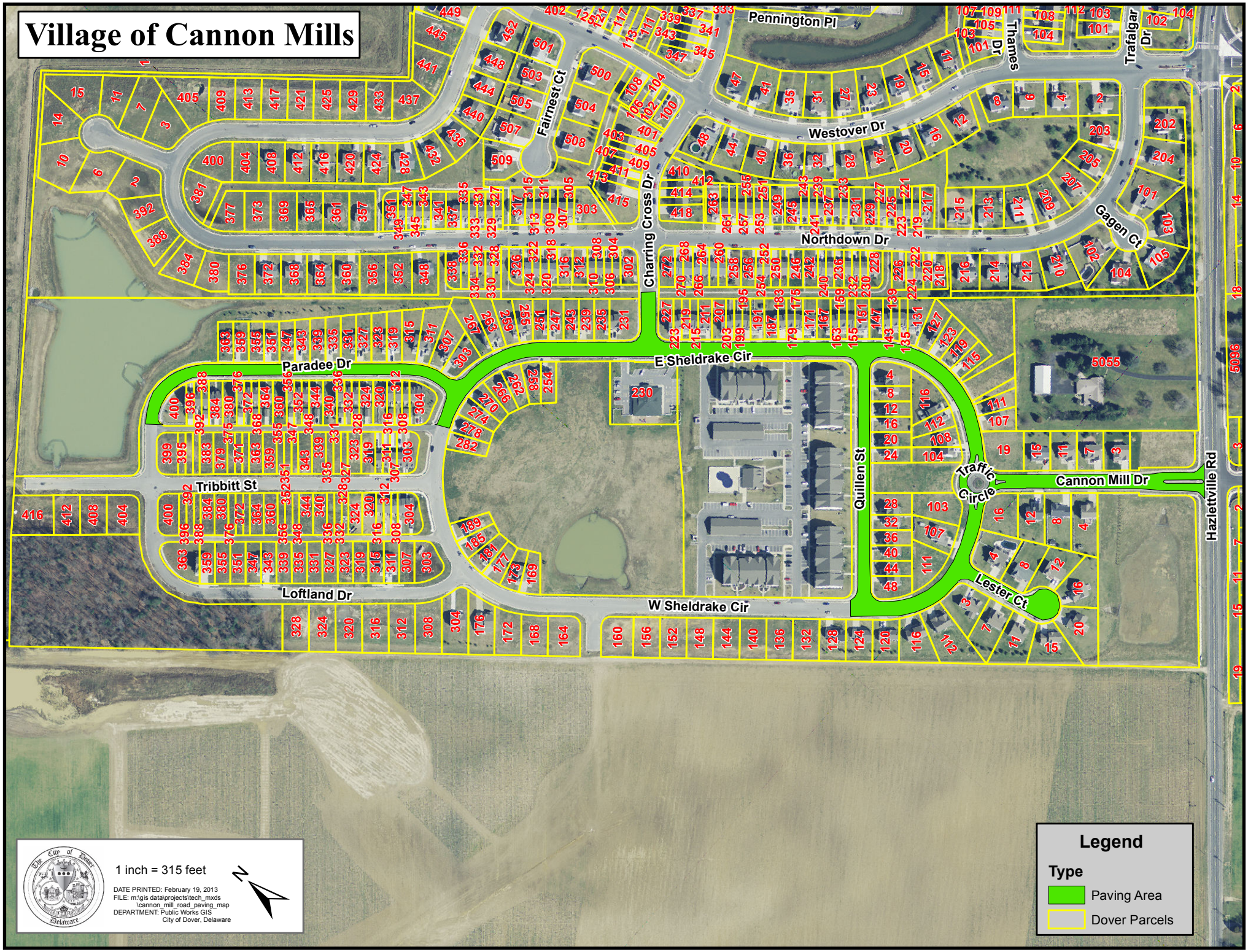
| STREET NAME | EXHIBIT TITLE |
|---|---|
| PARADEE DRIVE | CANNON MILL |
| QUILLEN STREET | CANNON MILL |
| WEST SHELDRAKE CIRCLE | CANNON MILL |

Bids were opened on Wednesday, January 30, 2013. Nine (9) contractors submitted unit price bids for the proposed work to be performed. Based on the proposed quantities, the estimated contract values are as follows:

| CONTRACTOR | LOCATION | AMOUNT OF BID (WITH PREVAILING WAGES) | AMOUNT OF BID (WITHOUT PREVAILING WAGES) |
|---|---|---|---|
| AMERICAN INFRASTRUCTURE, INC. | WEST CHESTER, PA | $336, 332.80 | $333, 140.50 |
| DAISY CONSTRUCTION CO. | NEW CASTLE, DE | $290, 319.70 | $277, 479.60 |
| DAVID A. BRAMBLE, INC. | CHESTERTOWN, MD | $289, 980.70 | $275, 437.10 |
| DEL-MAR-VA PAVING CO., INC. | SEAFORD, DE | $285, 975.35 | $261, 440.05 |
| DIAMOND MATERIALS, LLC | WILMINGTON, DE | $294, 611.18 | $278, 888.26 |
| GEORGE & LYNCH | DOVER, DE | $326, 124.05* | $314, 028.15* |
| GWP ENTERPRISES | FRANKLINVILLE, NJ | $288, 424.34 | $281, 469.47 |
| **HARMONY CONSTRUCTION CO.** | **WILMINGTON, DE** | **$275, 854.27** | **$264, 051.33** |
| JERRY'S PAVING INC. | MILFORD, DE | $283, 959.67 | $266, 517.90 |

**Evaluated Bid based on Local Vendor Preference*

The Cannon Mill Paving Improvements Program contract documents allow staff to alter quantities up to 35% without changes to unit prices; therefore, the contract final value may be adjusted to reflect all available funding. Harmony Construction Co. submitted all of the contractor's qualification information, which included a list of recently completed projects similar in scope, as well as a financial statement, that were all found to be adequate. It is staff's opinion that the bid represents fair market value and their qualifications are in accordance with the requirements of this project. In conclusion, staff recommends awarding a construction contract to Harmony Construction Company, Inc. in the amount of $275, 854.27 for the Cannon Mill Paving Improvement Program contingent upon acceptance of infrastructure dedication by City Council. Representative Scott has committed $100,000 in new community transportation funds to offset the cost of these improvements and staff is also seeking funding from other leg to provide additional offsets of cost.


Village of Cannon Mills
Pennington Pl
Fairnest Ct
Westover Dr
Thames Dr
Trafalgar Dr
Charring Cross Dr
Northdown Dr
Gagen Ct
Paradee Dr
E Sheldrake Cir
Quillen St
Traffic Circle
Cannon Mill Dr
Hazlettville Rd
Tribbitt St
Loftland Dr
W Sheldrake Cir
Lester Ct
5055
1 inch = 315 feet
DATE PRINTED: February 19, 2013
FILE: m:\gis data\projects\tech_mxds
\cannon_mill_road_paving_map
DEPARTMENT: Public Works GIS
City of Dover, Delaware
Legend
Type
Paving Area
Dover Parcels

CITY OF DOVER

ORDINANCE #2013-04 - STAFF SUBSTITUTE #2 WITH LF&A #1

(LF&A Amendments Indicated in Yellow Highlight)

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

That Chapter 22 – Buildings and Building Regulations, Article X – Rental Dwellings be amended by deleting the text indicated in bold, red strikethrough and inserting the text indicated in bold, blue italics as follows:

## DIVISION 1. – GENERALLY

### Sec. 22-331. - Purpose; applicability; definitions; compliance.

(a) *Purpose.* The purpose and intent of this article is to ensure public health, safety and welfare insofar as they are affected by the continued occupancy and maintenance of dwellings operated for lease to the public. The health, safety and welfare of the occupants of the dwellings are of the utmost importance to the city, as is the general community character in which these dwelling units are located.

(b) *Applicability.* The provisions of this article shall apply to all matters affecting or relating to rental dwellings. Where, in this article, different sections of this Code may specify different requirements, the most restrictive shall govern.

(c) *Definitions.* The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

*Dwelling unit* means a single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

*Multiple-family dwellings* means dwelling units operated as a group, and located in the same building. This shall include ~~**departments**~~ ***apartments***, roominghouses, condominium dwelling units, and accessory apartments located within structures principally used for owner occupancy.

*Rental dwelling* means a dwelling unit that is leased for occupancy to a person or persons in exchange for monetary payment or provision of goods or services to the owner of the dwelling unit.

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

***Criminal activity means any crime classified by applicable law as a felony or a class A misdemeanor in addition to the following offenses:, criminal mischief, noise violations, drug offenses, offensive touching, menacing, vehicular assault, sexual harassment, indecent exposure, graffiti, trespassing, criminal trespassing, crime against a vulnerable adult, unlawfully dealing with a child, disorderly conduct, malicious interference with emergency communications, public intoxication, loitering, criminal nuisance, obstructing of public passage, lewdness, prostitution, patronizing a prostitute, unlawfully dealing with a dangerous weapon, or unlawfully dealing with a switchblade knife.***

(d) *Compliance required.* No person shall operate, occupy or let to another for occupancy any dwelling which is not in compliance with the International Property Maintenance Code adopted in section 22-221 and all other applicable codes.

**Sec. 22-332. - Inspection required.**

(a) The code enforcement office, in accordance with the procedures set forth in the International Property Maintenance Code adopted in section 22-221, shall inspect rental dwellings for compliance with the property maintenance code and all other applicable codes to ensure compliance.

(b) Following an inspection, the code enforcement office shall issue a letter and/or report of any code violations and provide a timeline for compliance. There shall be no fee for the first followup inspection. Each subsequent reinspection shall be subject to a fee as provided for in Appendix F—Fees and Fines.

**Sec. 22-333. - Agent required.**

(a) *Property manager.* Any owner of a rental dwelling, residing outside of the county, shall be required to have a licensed property manager residing or having an office located in the county, or a family member or other designated individual who does not manage any other rental real estate for a fee and who resides in the county acting as a property manager. The property manager, including family members and designated individuals, shall have charge, care and control of the rental dwelling, and shall provide access to the rental dwelling for inspection, upon request by the building inspector or city planner, within a reasonable time.

(b) *Corporate or partnership owners.* Any corporation or partnership owning a rental dwelling shall have a designated member, partner, or employee having charge,

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care, and control of the rental dwelling. The designated member, partner or employee shall reside in or have an office located in the county, or shall be required to have a licensed property manager residing or having an office located in the county, or a family member or other designated individual who does not manage any other rental real estate for a fee, and who resides in the county, acting as a property manager. The property manager, family members or other designated individuals shall have charge, care and control of the rental dwelling, and shall provide access to the rental dwelling for inspection, upon request by the building inspector or city planner, within a reasonable time.

***Sec. 22-334. – Written lease required.***

***A written lease, including the crime-free lease addendum specified in §22-372, shall be required for all rental dwellings in the City of Dover prior to establishment of a utility account for the property.***

**Secs. 22-~~334~~*335*—22-350. - Reserved.**

**DIVISION 2. - PERMIT**

**Sec. 22-351. - Generally.**

(a) *Single-family dwellings.* It shall be unlawful for any person to operate any single-family rental dwelling without obtaining a permit from the licensing division of the department of planning and inspections in order to determine compliance with the appropriate provisions of this article. The permit shall expire annually on January 31. The fee for the annual permit shall be as provided for in Appendix F—Fees and Fines. ***The permit fee for rental dwelling permits issued after January 31st will be prorated from the date the permit is issued until the next January 31st.***

(b) *Multiple-family dwellings.* It shall be unlawful for any person to operate any multiple dwelling without first obtaining an annual permit therefor from the licensing division of the department of planning and inspections in order to determine compliance with the appropriate provisions of this article. The permit shall expire annually on January 31, and the fee for the annual permit shall be as provided for in Appendix F—Fees and Fines. ***The permit fee for rental dwelling permits issued after January 31st will be prorated from the date the permit is issued until the next January 31st.***

(c) *Late payment penalty.* In the event that the permit fee set forth herein is not paid on the date due, then the permittee shall incur a penalty fee as provided for in Appendix F—Fees and Fines until the same is paid.

(d) *Reinstatement fee.* An owner whose permit has been suspended in accordance with section 22-352 shall pay a reinstatement fee as provided for in Appendix F—Fees and Fines.

(e) *Lien.* In the event that the property owner fails to pay said fees within 30 days from the date a notice thereof is mailed to the owner, then such fees shall be entered in the municipal lien docket as a lien owing the city; and the same may be turned over to the city solicitor for collection.

(f) *Utilities.* The owner or occupant of any rental unit shall not be entitled to receive city utilities until the permit fee required in this section is paid in full and city personnel shall refuse to provide sewage, water and electricity to the property until satisfactory proof is furnished that such permit fee has been paid.

**Sec. 22-352. - Suspension.**

(a) *Grounds; duration.* The building inspector shall suspend the permit issued or withhold the permit paid for, pursuant to this division, when***:***

***(1)*** ~~**he**~~ The building inspector determines that any dwelling or the premises surrounding the dwelling fails to meet the requirements of this chapter or any rule or regulation issued pursuant thereto;

***(2) The failure of the property owner or property manager to initiate and prosecute in good faith eviction proceedings following notification by the City that the terms of the safe communities lease addendum have been violated; or***

***(3) The failure of the property owner or property manager to attend a safe communities seminar when required by §22-371(b).***

Suspension shall last until the violations have been corrected to the satisfaction of the building inspector, or the suspension shall have been reversed ~~**or appealed**~~.

(b) *Notice of violations.* Upon suspending any permit under this section or withholding the permit paid for, the building inspector shall notify the owner of the violations of the applicable code and shall prescribe a period in which the violation shall be corrected.

(c) *Appeal.* Any owner or operator of any dwelling, whose permit to operate the structure is suspended by the building inspector pursuant to the procedures of this section, shall have the right to appeal and notice as provided in section 22-225

(d) *Effect of appeal.* Upon suspension of a permit, or withholding of a permit ordered by the building inspector and upon the permittee serving the city clerk with a notice of appeal pursuant to section 22-225, the permit suspension shall be stayed and an existing permit shall remain in force until the appeal is decided.

**Secs. 22-353—22-~~380~~ *369*. - Reserved.**

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*DIVISION 3. – SAFE COMMUNITIES*

*Sec. 22-370 Criminal activity*

*Tenants of rental dwellings, any member of the tenant's household, any guest or other person ~~associated with the tenant~~ under the tenant's control shall not engage in criminal activity on or within 500 feet of the lot on which the rental dwelling resides.*

*Sec. 22-371. – Safe communities seminar ~~required~~.*

*(a) The City of Dover police department shall offer a safe communities seminar a minimum of two times each calendar year. The seminar shall be voluntary, except in the following circumstances:*

*1. When a rental dwelling permit has been suspended in accordance with Section 22-352, the property owner or manager shall attend the seminar prior to reinstatement of the suspended rental dwelling permit; or*

*2. When a rental dwelling has been the subject of response by the police department on three or more occasions within a six month period, due to occasions where the tenant, any member of the tenant's family, or any guest or other person ~~associated with the tenant~~ under the tenant's control have engaged in criminal activity, the property owner or managers shall attend the seminar.*

*(b) Upon notification by the chief of police that the safe communities seminar is required in accordance with subsection 2 above, the department of planning and inspections shall notify the property owner and/or property manager that he is required to attend the next scheduled safe communities seminar. Such notice shall be sent by certified mail to the property owner and property manager if a property manager is on record with the department of planning and inspections.*

*Sec. 22-372. – Safe communities lease addendum.*

*(a) All residential leases shall include a safe communities lease addendum, signed by the property owner and tenant, in the following form:*

*In addition to all other terms of the lease, landlord and tenant agree as follows:*

*1. The tenant, any member of the tenant's household, any guest or any other person ~~associated with the tenant~~ under the tenant's control on or within 500 feet of the leased premises:*

*i. Shall not engage in criminal activity, including drug-related criminal activity, on or within 500 feet of the leased premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution,*

*use, or possession of any illegal or controlled substance defined by 16 Del.C. Ch. 47.*

*ii. Shall not engage in any act intended to facilitate criminal activity.*

*iii. Shall not permit the dwelling unit to be used for or to facilitate any criminal activity.*

*2. Any activity prohibited by this addendum shall constitute a substantial violation of the lease, material noncompliance with the lease, and grounds for termination of tenancy and eviction.*

*(b) The department of planning and inspections shall provide a crime free lease addendum ~~template~~.*

*(c) A copy of the signed ~~crime free~~ safe communities lease addendum shall be submitted to the city of Dover prior to establishment of utility services to any residential property.*

*Sec. 22-373. – Eviction Required.*

*(a) If the tenant, any member of the tenant's household, any guest or other person associated with the tenant engages in criminal activity on three or more occasions within a 12-month period, the property owner or property manager shall begin to process to terminate tenancy.*

*(b) Upon notification by the chief of police that termination of tenancy is required in accordance with subsection (a), the department of planning and inspections shall notify the property owner and property manager that he has 30 days to initiate the eviction or otherwise terminate the tenancy. Such notice shall be sent by certified mail to the property owner and property manager if a property manager is on record with the department of planning and inspections.*

SYNOPSIS

The proposed ordinance adds the requirement that landlords participate in a safe communities program that includes participation in a safe communities seminar offered by the Dover Police Department and including a safe communities addendum to leases. In addition, the proposed ordinance allows for prorating of rental permit fees for permits purchased after the beginning of the permit year.

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Actions History

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| March 25, 2013 | - | Scheduled for reconsideration by City Council |
| March 11, 2018 | - | Reconsidered by Legislative, Finance, and Administration Committee |
| February 11, 2013 | - | Reconsidered by the Legislative, Finance, and Administration Committee and referred back to staff |
| January 28, 2013 | - | Considered by Council and referred back to Committee for further review |
| January 14, 2013 | - | Introduced at Legislative, Finance, and Administration Committee |

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