REGULAR COUNCIL MEETING

The Regular Council Meeting was held on January 28, 2013 at 7:30 p.m. with Council President Leary presiding. Council members present were Mr. Anderson, Mr. Dixon, Mr. Lynn (departed at 7:44 p.m.), Mr. Perza (arrived at 8:55 p.m.), Mr. Bonar, Mrs. Williams, Mr. Hare, and Mr. Hutchison.

Council staff members present were Police Chief Hosfelt, Mrs. Mitchell, Mr. Koenig, Mrs. Townshend, Deputy City Solicitor Pepper, and Mrs. McDowell. Mayor Carey (departed at 9:36 p.m.) 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.

Mr. Edward Thomas Christian, Jr., 9 Pennwood Drive, Dover read the following statement into the record:

Good evening!

My name is Edward Thomas Christian Jr.; my address is 9 Pennwood Drive, Dover, DE 19901. All glory, honor, praises and thanksgiving to the creator of Heaven and Earth.

Mayor, City Council members, and Staff: kudos to you individually and collectively for your physical appearance, your demeanor, and your undertaking of serious and conflicting issues during City Council Meetings.

President, I compliment you on the manner in which you preside during the City Council meetings. City Council members and staff, from the few council meetings I have attended, more so than the newspaper coverage visually and audibly, I can bear witness to the thoughtfulness and civility you display to each other and the desire, the effort you put forth to complete those ideas, those ideals, those projects which benefit and serve the City of Dover and its citizens.

Councilman Perza, your solution to the renaming of a street to honor the Reverend Dr. Martin Luther King Jr. is a mark of brilliance.

The News Journal (and I quote)"but the street signs themselves served an effort at compromise." I entitle the signage the celebration of signs. I do not know who gets credit for the masterpieces - the design, the coloring, the coming together of all - those signs give testament to the historical past and the present of the City of Dover, Delaware.

All seated before, to the left, and to the right of me, I too say to you, in the words of the deceased R&B singer Eddie Kendricks, "Keep on Trucking."

Mr. Todd Stonesifer, 115 North State Street, member of the Kent County Association of Realtors, referred to Ordinance #2013-04 regarding rental dwellings and commended staff for listening to the concerns that were relayed and for considering amendments to the ordinance. Mr. Stonesifer expressed support for proposed Staff Amendments #1 and #2 to Ordinance #2013-04. *(Clerk's Office Note: Proposed Ordinance #2013-04 was scheduled for consideration later in the meeting.)*

The invocation was given by Minister Theodore A. Henderson of Dover Christian Church, followed by the Pledge of Allegiance.

AGENDA ADDITIONS/DELETIONS

Mr. Hutchison moved for approval of the agenda, seconded by Mr. Bonar and unanimously carried.

Mr. Bonar moved for approval of the Consent Agenda, seconded by Mr. Hutchison and carried by a unanimous roll call vote (Mr. Perza absent).

ADOPTION OF MINUTES - SPECIAL COUNCIL MEETING OF JANUARY 7, 2013

The Minutes of the Special Council Meeting of January 7, 2013 were unanimously approved by motion of Mr. Bonar, seconded by Mr. Hutchison and bore the written approval of Mayor Carey (Mr. Perza absent).

ADOPTION OF MINUTES - REGULAR COUNCIL MEETING OF JANUARY 14, 2013

The Minutes of the Regular Council Meeting of January 14, 2013 were unanimously approved by motion of Mr. Bonar, seconded by Mr. Hutchison and bore the written approval of Mayor Carey (Mr. Perza absent).

CERTIFICATE OF APPRECIATION AND CONGRATULATIONS - RICHARD L. GARDNER

The following Certificate of Recognition and Congratulations was read into the record by the City Clerk:

MAYOR AND COUNCIL

Be It Hereby Known To All That

The Mayor and Council Commend

RICHARD L. GARDNER

for Dedicated Service to the City of Dover

February 1985 to February 2013
28 Years of Service

The Mayor and Council Extend Sincere Appreciation and Congratulations

The following note received from Mr. Gardner's daughter, Jena Gardner, was read into the record by the City Clerk:

Dad,

I'm so sorry I can't be there; but my English Professor isn't very nice when it comes to skipping classes. Please know that I am thinking about you.

I know over the years that you have given your all to your work. I remember as a kid you having to leave me and mom during all the "scary" storms. It wasn't until I was older that I realized just how important your job was and all those people that relied on you and the others to get their electric back on.

I am so proud of you and all that you have accomplished! I love you!!

Jena

On behalf of the Mayor and Council, Mayor Carey presented the Certificate, City Plaque, and Dover Cup in appreciation of the years and service provided by Mr. Gardner.

Mr. Gardner stated that he was very blessed to be able to begin working for the City right out of high school as a tree trimmer, move up to line work and, eventually become a supervisor. He commended management and Council for rebuilding the electric system over the past 15 years. Mr. Gardner thanked Mr. Les Blakeman, former Electric Director, for having faith in him and moving him into management.

Mrs. Williams thanked Mr. Gardner for instilling in her a commitment to the Dover electric service.

Mr. Hutchison stated that he remembered when Mr. Gardner started working with the City and he commended him for his leadership.

Mr. Leary relayed best wishes on all of Mr. Gardner's future endeavors.

TRIBUTE NO. 2013-01 - GEORGE J. WEIS (MAY 12, 1926 - JANUARY 13, 2013)

The following Tribute was read into the record by the City Clerk:

A TRIBUTE EXPRESSING SYMPATHY AND CONDOLENCES UPON THE PASSING OF GEORGE J. WEIS.

WHEREAS, the Mayor and Council of the City of Dover recognize the passing of George J. Weis on January 13, 2013; and

WHEREAS, George J. Weis was an active member of his community, serving in many local social, service, and civic organizations, including the Benevolent and Protective Order of the Elks of Dover and the White Oak Civic Association, and impacted the lives of many young people as a Dover Little League coach; and

WHEREAS, George J. Weis retired from his position as Warehouse Manager from General Foods after 39 years of dedicated service; was a faithful, longstanding, and committed member of Holy Cross Parish in Dover; and will be deeply missed by his friends, family, and all of those whose lives he has touched.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council extend their deepest sympathy and condolences to the family and friends of George J. Weis, and hope that they will be consoled by the memories of his life and achievements.

BE IT FURTHER RESOLVED that the Mayor and Council direct the City Clerk to place this Tribute in the permanent records of the City of Dover and that a copy of this Tribute be provided to the family of George J. Weis.

ADOPTED: JANUARY 28, 2013

Mr. Hare moved for adoption of Tribute No. 2013-01, seconded by Mrs. Williams and unanimously carried (Mr. Perza absent).

On behalf of the Mayor and Council, Mayor Carey presented the Tribute to Mr. Weis' children, Nancy, Lawrence, and Thomas Weis.

Ms. Nancy Weis, on behalf of her family, thanked members of Council for honoring their father.

PROCLAMATION - BLACK HISTORY MONTH

The City Clerk read the following Proclamation into the record:

WHEREAS, on January 1, 1863, President Abraham Lincoln issued the Emancipation Proclamation, which empowered slaves to fight for freedom and was a pivotal milestone toward the abolition of slavery in the United States; and

WHEREAS, a century later, segregation and other forms of discrimination persisted and black Americans were far from achieving the goals of justice and equality under the law; and

WHEREAS, on August 28, 1963, hundreds of thousands of Americans of all genders, races, and religions marched in solidarity to the Lincoln Memorial in Washington, D.C. to demonstrate their commitment to the cause of civil and economic rights; and

WHEREAS, on this same day, in front of those assembled at the Lincoln Memorial, Dr. Martin Luther King, Jr., delivered his landmark "I Have a Dream" speech, appealing to the conscience of all Americans with words of power that continue to resonate through American life and culture today; and

WHEREAS, this year marks two historic anniversaries: the 150th anniversary of the Emancipation Proclamation and the 50th anniversary of the March on Washington, and the Association for the Study of African American Life and History has selected "At the Crossroads of Freedom and Equality: The Emancipation Proclamation and the March on Washington" as the 2013 National Black History Month Theme.

NOW, THEREFORE, I, CARLETON E. CAREY, SR., MAYOR OF THE CITY OF DOVER, DELAWARE do hereby proclaim February 2013 as **BLACK HISTORY MONTH** in the City of Dover and urge all citizens to study and reflect on the importance of these historic events and to renew their commitment to the goal of racial reconciliation in our community and country.

PUBLIC HEARING - CONSIDERATION OF THE GREEN AS A NATIONAL MONUMENT

During the Parks, Recreation, and Community Enhancement Meeting held on January 14, 2013, members considered the designation of The Green as a portion of a national monument to be established in the State of Delaware. At that time, members referred the matter to Council with a recommendation that a public hearing be held and the surrounding property owners notified regarding Council's consideration of this issue.

Due to time constraints, this matter was considered by Council during their Regular Meeting of January 14, 2013. Council approved staff's recommendations for the designation of The Green as a national monument, as follows: 1) the historic preservation easement would only encompass the lawn area of The Green (area inside roads); 2) a public hearing would be set for Monday, January 28, 2013 to consider public testimony before final action is taken by City Council; 3) notice regarding the public hearing would be sent to all adjacent property owners within 200 feet of the easement area; 4) staff would be authorized to immediately begin work on a title search; 5) staff would be authorized to immediately begin work on the preparation of the historic preservation easement in conjunction with the State of Delaware and Attorney General's Office; and 6) staff would be authorized to immediately begin working with the City's consultant on the Phase 1 Environmental Assessment (estimated cost $2,500); and with the stipulation that the City of Dover reserves the right to terminate or withdraw the application by February 25, 2013 in the event that the City finds the terms of the easement and/or historic preservation document package objectionable; and that staff organize a community meeting in advance of January 28, 2013.

Mr. Lynn disqualified himself from any discussion or vote on this topic and requested permission to be excused from Council Chambers during Council's discussion, explaining his belief that he had a conflict precluding him from engaging in this topic (departed at 7:44 p.m.).

Mr. Scott Koenig, City Manager, reviewed the steps that would be necessary for the City to act on this matter. He indicated that Ms. Laura Haynes, Ms. Lori James, Mr. Josh McGarrett, and Mr. Larry the National Park Service (NPS), were present to answer questions. Mr. Koenig advised members that Senator Carper's Office had been working on establishing a national park in the State of Delaware and that this issue had been discussed in Delaware for a number of years. He explained that there were two (2) methods for creating a national park designation: 1) by a vote of Congress, whereby a park designation is created first and the related details are worked out over a period of time afterward, and 2) through provisions of the Antiquities Act of 1906, which granted the President

the authority to proclaim national monuments on federal lands or land interests that contain historic landmarks, historic and prehistoric structures, or other subjects of historic or scientific interest. He noted that late last fall, because of the "log jam" in Congress, Delaware's congressional delegation decided to pursue the second option and to propose that the President designate a national monument in Delaware. Mr. Koenig stated that the Mayor and Public Works Department staff attended a related meeting on approximately December 21, 2012 and were told that it would be necessary to "fast track" this matter if the City wished to participate. Mr. Koenig indicated that four (4) properties in the State were currently associated with the proposal (Woodlawn, the New Castle Courthouse and Green, the Old Sheriff's House in New Castle, and the lawn area of the Dover Green). He stated that three (3) things must be accomplished by the City in order to be included in the national monument proposal:

1) Demonstrate that the City has a clear title to the property. Mr. Koenig explained that this had been a challenge to accomplish; research performed by Mr. William Pepper indicated that the City had the necessary land interest. Mr. Koenig stated his belief, based on correspondence received from Deputy City Solicitor Pepper, ***(Exhibit #1)*** that the City could demonstrate ownership of the property.

2) Perform a Phase I Environmental Assessment of the property to ensure that there were no environmental issues that would prevent The Green from meeting NPS standards for consideration as a national monument. Mr. Koenig stated that staff engaged Compliance Environmental, Inc., to prepare the Phase I assessment, which was received on January 24, 2013, was being reviewed by staff, and would be submitted shortly to NPS for their review. The environmental assessment was prepared under NPS guidelines and contained no information that would prevent the lawn area of The Green from being considered a part of a national monument.

3) The execution of a Preservation and Conservation Easement for the lawn area of The Green, as depicted on the map displayed ***(Exhibit #2)***. Mr. Koenig noted that the easement was needed so that the City could grant the Federal Government the rights required under the Antiquities Act for the President to declare this area part of the national monument.

Mr. Koenig reminded members that this item was placed on the January 14, 2013 City Council agenda for consideration; however, at that point limited public information, other than a sample easement document, was available and a number of questions arose with respect to that document. On January 23, 2013, an informational meeting was held with staff from the City, Senator Carper's Office, the NPS, and property owners around The Green. A notice was mailed to approximately 24 property owners in the area and a number of these individuals attended the meeting to express their concerns.

Mr. Koenig noted that he had received correspondence from a property owner on The Green ***(Exhibit #3)*** *(John Garey)* expressing concerns about the proposal and that this individual felt that his reservations were shared by similarly situated property owners. Mr. Koenig reiterated that the

proposed conservation and preservation easement included only the lawn area identified on the map and stated that this area would be identified in the proposed easement. He addressed the specific concerns mentioned in the letter, as follows:

1) Property Taxes - Mr. Koenig stated that he did not believe that property tax rates of properties surrounding the lawn area of The Green would be influenced because the preservation easement was intended to guarantee that the City of Dover would maintain The Green as it was being maintained today. He noted that the City was currently meeting the Secretary of Interior's standards for the maintenance of the lawn area and it was intended that this maintenance would be continued in perpetuity.

2) Insurance Rates - Mr. Koenig reminded those present that the proposal was related to the public property known as the Dover Green, not to property owned by private interests around The Green.

3) Parking on The Green - Mr. Koenig explained that parking considerations would involve parking within the City right-of-way on the street designated as The Green and that discussions indicated that the easement was not intended to cover any of this right-of-way and would not encumber any of the parking or the area within the street.

4) Maintenance and Upkeep - Mr. Koenig reminded those present that the easement was intended to guarantee the maintenance and upkeep of the lawn area and that maintenance and upkeep of the surrounding private property area was guaranteed by the Property Maintenance Code of Dover, as well as any rules and regulations associated with the Historic District; therefore, he felt that granting the easement would not impose any additional burdens related to maintenance or upkeep of the private properties in the area.

5) Restrictions on Use - Mr. Koenig stated that current uses of The Green for community events (such as Old Dover Days and Concerts on The Green) were encouraged by the City of Dover and the NPS, complied with the Secretary of Interior's standards, and that no conflict was anticipated in the future. He noted that if the City were to change the way The Green is used, it would be necessary to consult with and possibly obtain approval from the NPS and that the easement prescribed related conditions and procedures. He emphasized that use would be limited to the lawn area.

6) Restrictions on Exterior Appearance - Mr. Koenig noted that there were no structures associated with the easement document because there were no structures on the lawn area. He explained that restrictions on the exterior appearance of private property surrounding The Green are governed by the City's Historic District guidelines, property maintenance codes, code inspection procedures, as well as existing approvals required for changes to the picturesque buildings that exist as private or State property associated with The Green.

Mr. Koenig stated that staff had been working with Deputy City Solicitor Pepper as well as representatives of the NPS to fashion the easement and various members of staff and attorneys (including Mr. Pepper and NPS attorneys) had reviewed this document. Members were provided a copy of the draft Preservation and Conservation Easement Deed ***(Exhibit #4)***. Mr. Koenig indicated that the questions of property owners had been addressed and that the remaining question was whether the City of Dover, as a community, was interested in having the lawn area of The Green included as part of a national monument for the State of Delaware and having it marketed and promoted by the NPS. He explained that Ms. Molly Ross, Special Assistant to the Director, NPS, had indicated that studies have shown that the designation of a National Park Unit (whether it be a national park or a national monument) had yielded at least $1M of economic benefit to each of the other 49 states. Mr. Koenig noted that this project was an economic development, marketing, and storytelling issue for the City, since the NPS staff indicated they would like to tell the story of Dover and The Green. He reiterated that if the City wished to participate, the easement would have to be signed, the environmental documentation must be provided, and a method of titling the property must be demonstrated, and the City has made a valid attempt to address these concerns.

Referring to Page 4, Item #4 of the draft easement, which stated that "the grantee shall apply the following standards (hereinafter "the Secretary's Standards"), as they may be amended from time to time," Mr. Anderson questioned if unilateral amendment by the Federal Government caused staff any concerns. Responding, Mr. Pepper stated that since only "trees and grass" were involved in the proposal, he had no concerns with this provision.

Responding to Mr. Hutchison, Mr. Koenig confirmed that the City would retain ownership of The Green under the agreement and that the proposal would have no impact on parking. He noted that Item #19 of the easement provided for the placement of a plaque not to exceed 24 by 24 inches in size on The Green.

Responding to Mrs. Williams regarding his opinion as to whether there were any potential concerns with the proposal, Mr. Pepper stated that language applying to buildings was removed from the easement because only grass and trees were covered by the easement. He indicated his belief that nothing could happen to this area of grass and trees that could in any way impair or cause impediment to the citizens and property owners surrounding The Green. Mr. Pepper noted that Item #26 in the easement had been added at his suggestion to make it clear that nothing in the easement would affect surrounding property owners' ability to use and develop their properties in a manner they see fit in accordance with applicable local law. He noted that if there were an existing applicable federal law, little could be done; however, he stated that the granting of this easement would not affect owners' rights to use their property.

In response to Mrs. Williams' concerns regarding competition with tourists for parking along The Green, Mr. Pepper stated that parking had always been first come, first served in this area and felt that this was not something that should be changed at this point.

Mr. Larry Josefowski, 29 South State Street, President, Friends of Old Dover, stated that this organization supported the the efforts of the City, the State, and the National Park Service toward monument status for the lawn area of The Green. He felt that this would confirm the importance of The Green and the City of Dover in the history of the United States at a national level. Mr. Josefowski stated that the early government buildings, residences, and offices surrounding The

Green and the military, social, and commercial gatherings held there would provide another chapter of America's story, in addition to marking The Green's importance as the site where Delaware became the first state to ratify the Constitution. Mr. Josefowski believed that the project would provide free national publicity and exposure for the City of Dover through the NPS. Additionally, he felt the proposal would provide more protection for the The Green as the primary focal point of historic Dover, noting that recent attempts to streamline the functions of the Dover Historic District Commission indicate that not everyone agrees on the value of preservation. He reminded those present that the City would retain control over The Green, allowing such events as the summer concert series to continue, which he felt was a great way to draw additional people downtown and was in keeping with some of the historical purposes of The Green. Mr. Josefowski stated that Board of the Friends of Old Dover believed that prudent conservation would provide many benefits to the City and attract visitors, who would take the time to see historical and cultural sites in the surrounding area. He noted that the City had done a good job of providing additional parking areas in the City and, while not adjacent to The Green, felt it was not uncommon for visitors to have to walk a few blocks to a park site. He felt that the few blocks separating The Green from parking could be an economic development opportunity.

Mr. Joseph McDaniel, 54 The Green, stated that he had lived on The Green from 1950-1954 and from 2004 to the present and enjoyed living there due to its history, its notoriety, the many events held there, and the tourists and guests who visit. He stated that he felt conflicted about the national monument, especially after reading the draft easement. He indicated concerns about the monument and stated that it had been difficult for residents to obtain information, noting that he read a related article in the local newspaper about a meeting on this matter, only to find out that the meeting had been held two (2) hours prior. He acknowledged being invited to a related meeting and receiving a draft easement upon entry; however, he had difficulty understanding the language in the document. Mr. McDaniel stated that representatives from the NPS made statements that "everything would probably be okay, to the best of my knowledge you will be able to do this, in my opinion you will be able to do this;" however, Mr. McDaniel had concerns. He questioned if having the Federal Government involved in holding events on The Green would "bog things down." He questioned the benefits of the proposal, stating that he was satisfied with the City's current management of The Green. Mr. McDaniel stated that he was unsure of what to think about the proposal and reminded those present that the future of the Historic District Commission would be considered by the City within the next month or two (2).

Mr. Thomas Smith, 126 Hampton Drive, and owner of Delaware Made General Store, 32 W. Loockerman Street, stated that, as a citizen of Dover and a business owner in Downtown Dover for 23 years, he fully supported the designation of the Dover Green as a national monument. He felt that this action would recognize The Green as a place that was unique in history and worthy of national recognition. Mr. Smith indicated that the designation would help to ensure that The Green would stay as it is forever and could not be built on, destroyed by development, or suffer loss of protection if local zoning laws were changed. He expressed his hope that this designation would mean more business and an increase in tourism, reminding members that many downtown businesses were struggling and more tourists would help them to survive. Mr. Smith believed that increases in tourism would mean more money spent downtown and in hotels, gas stations, and restaurants,

resulting in more jobs for citizens. He felt that a national monument would generate more tourists, but not "hordes of them" as others feared. He felt that approving the proposal would assist downtown Dover to grow and thrive and asked members to support the designation of the Dover Green as a national monument.

Ms. Mary Carroll, 36 The Green, advised members that she had lived at this address throughout her childhood and recently moved back to this location after residing in Washington, D. C. for 40 years. She stated her agreement with Mr. McDaniel's remarks and questioned the benefits of the designation, in particular the percentage of the estimated $1M in economic benefits that might be realized by the City of Dover. If received, she felt that these funds should be used for parking, since she felt that parking was already a problem for residents and felt that improvements in parking would make this proposal worthwhile. She also stated that there was a lack of available information regarding the proposal and questioned if this matter must be decided at this meeting or if an extension could be granted to allow for additional information and greater understanding.

Ms. Anne Hartnett Reigle, Wyoming, Delaware, stated that her family owns property at 4 The Green with one (1) commercial tenant (a law firm) and an apartment with a residential tenant. She stated her opposition to The Green becoming a unit of the NPS and objected to the City moving forward toward this action. She stated that she could not articulate her opposition as specifically as she would like to because she had not been provided with the specifics of the proposal. Ms. Reigle informed members that she had reviewed the draft easement but had not seen the results of the title search, no survey was attached, and that an attachment referencing a specific plan had not been included, and noted that the name of the grantee was not listed on the document; therefore, she stated her belief that the document was not nearly finished. She felt the process had been very rushed, noting that it did not go through the Planning Commission and was not vetted by the Historic District Commission or the Downtown Dover Partnership. She acknowledged that the matter was discussed at the Parks, Recreation, and Community Enhancement Committee meeting; however, stated that it was placed on an expedited schedule and all stakeholders had not been heard. Ms. Reigle felt that comments regarding tourism dollars, storytelling, more people coming to The Green, and listing of The Green on the NPS website were speculative. She stated that she had spoken to owners of many businesses on The Green who were opposed to the project, especially law firms, and, to her knowledge, Mr. Smith's comments were the first positive statements from the business community. She urged members to listen to affected individuals and hear their concerns about rising insurance costs, noting that her insurance agent indicated that her premiums would rise. Ms. Reigle was also concerned about loss of local control over activities on The Green, and the possible imposition of federal fees. She mentioned parking and traffic issues (which she stated had not been addressed in the easement document) and general lack of information. She urged the City not to rush into the project and to provide more opportunity for discussion when more information was available.

Mr. Troy Windham, 8 The Green, stated that he was a property owner and felt the process was being rushed and that property owners and City Council members had not been educated on this issue enough to make a decision. He expressed his understanding that the easement would lay ground for a national monument but could also be a stepping stone toward a national park, which would have different guidelines, and he asked that this be taken into consideration.

Ms. Laura Haynes, Senator Carper's Senior Policy Advisor for Energy, Environment, and National Park Issues, thanked Council, City staff, and the Mayor for their work on this project and stated that she was present on behalf of Senator Carper's Office to voice support for the NPS Dover Green easement. She indicated that every year millions of Americans plan vacations around the National Park System and, as a result, every state except Delaware enjoys $1M or more in associated tourism revenue every year; therefore citizens from Delaware pay into the National Park System and receive no benefits. She reminded members that the idea of creating a national park in Delaware was not a new one and that Senator Carper and many people present in the room and throughout the State had been working on this project for over a decade and she had been involved for over five (5) years. Ms. Haynes stated that Delaware has a significant story to tell as the first state to ratify the Constitution (in Dover), the first state in which Swedes and Finns came ashore in America, the place where William Penn first landed in America, and the place from which Caesar Rodney set off to cast his tie-breaking vote for the nation's independence. She felt that important stories in the nation's history were not being told within the National Park System and this should be changed. The NPS proposed the Dover Green to be included in a Delaware national park in a 2009 resources study after numerous public meetings and discussions with local stakeholders. This idea spurred from a public hearing in Delaware, and was generated not "top down, but bottom up." Ms. Haynes explained that legislation introduced by Senator Carper, Senator Coons, and Congressman Carney in years past also included the Dover Green and the intent had always been to put the property under a historical easement to be preserved for generations to come; however, road blocks were encountered in the legislation. She emphasized that the easement would include only the lawn, not the homes surrounding The Green, and would ensure that there would be no changes in how The Green was being run. Ms. Haynes explained that Senator Carper and the delegation would continue to pursue legislative efforts, but national monument status was a new option that was now available. If included, The Green would be treated no differently under national monument status than it would be under national park status; however, the window of opportunity for monument designation was small. She noted that the actions that Council was being asked to approve today would have to be completed regardless of the path taken for the Dover Green; however, delay could mean that The Green would be left out of Delaware's national monument and the economic benefits that accompany that status. She stated that she could not promise that a positive vote today would guarantee inclusion, as this was a matter for the President to decide. She advised members that a vote in favor of the improved easement would allow Senator Carper and the rest of the delegation to fight for the New Castle sites and the Dover Green to be part Delaware's first national park unit.

In response to Mr. Hutchison's question regarding the possible effect of a 30-day delay in deciding on this matter, Ms. Haynes explained that there was an existing "time crunch" because the Woodlawn property (part of the proposal) could not be retained by its current owner, the Conservation Fund, after February 15, 2013 for legal reasons. For this reason, the NPS was being "pushed" to encourage the President to designate a monument before that deadline. In addition, she noted that the Secretary of Interior, who had been a great advocate for a Delaware national park, would soon be retiring. He had visited Delaware personally and was doing everything he could to make that possible. She cautioned that there was no guarantee that the President would act within 30 days.

Noting that many property owners had questions and the NPS had concerns, Mr. Hutchison expressed his view that these issues should be resolved before acting.

Ms. Haynes reminded members of the deadline relating to the Woodlawn property and explained that the NPS would need time to "tie everything up" before sending the proposal to the President. She mentioned that there was an additional "political fight" that must be engaged in regarding this matter. She acknowledged that a positive vote during the meeting would not guarantee The Green's designation; however, a negative vote or a vote to delay could mean exclusion from the package due to the timeline involved. In addition, she noted the possibility of a shut-down of the Federal Government and fiscal debt concerns in March, and that, for political reasons, the designation must be accomplished before that time or a long delay would be probable. She acknowledged shared frustration due to the rushed timeline; however, she stated that the window of opportunity was a reality. She noted that the City and the NPS had been able to address all of the concerns that had been heard in the public venues in the last four (4) meetings, Senator Carper's Office was confident that the easement presented met those concerns, and moving forward would be the best hope for the Dover Green to become part of the national monument.

Mr. William L. Witham, Jr., resident of Dover, Judge of the Superior Court of Kent County, advised members that it was his job responsibility to maintain and operate the Courthouse at 38 The Green. Mr. Witham stated that he did not oppose or favor the project, but indicated that, from a personal standpoint, he felt it would be a good thing for Delaware to have a national park. He noted that several of his concerns had been addressed. As a former general partner of a partnership that formerly owned 24 The Green and 26 The Green, he shared the concerns of other homeowners. He noted that if the project were to go through and was successful in bringing tourists to Dover, it may be a good thing; however, felt that The Green contains businesses, residences, and court operations, and parking could be an issue that he felt that the City may have to address in the future. Acknowledging that another layer of government would be involved, he stated that he wished to hear others' comments and to protect the State's interests related to operation of the new Courthouse (scheduled to open in the Spring) and the old Courthouse (which, when fully renovated, would have the oldest continuing operational courtroom in the State).

Ms. Lynn Riley, Division of Historical and Cultural Affairs located at 21 The Green, stated that the DHCA is an owner on The Green and serves as a steward for Delaware citizens as well as an owner on the New Castle Green, which was also under consideration for easement with the NPS. She expressed the DHCA's full support of the national park/national monument concept due to the high profile that they would bring to the State's early history and the role that Delaware has played in the nation's early formation. Ms. Riley stated support for the easement as a means of long-term protection for maintaining the historic character, while allowing the usual community uses to continue. She explained that the DHCA has had a 40-year partnership with the NPS through the State Historic Preservation Office (SHPO) and this has been a successful and trusting relationship due to the sharing of common goals and values in preserving historically significant properties, with the equally important goal of making them widely accessible to the public through interpretive programming, tours, web resources, and research. She reiterated that the DHCA's experience with easements on State properties indicated that they were effective tools for preservation of historic properties.

Ms. Cindy Small, Executive Director, Kent County Tourism, provided a copy of a letter from Kent County Tourism to Senator Thomas Carper supporting his efforts to have The Green named a national monument ***(Exhibit #5).*** She concurred with the comments of Ms. Lynn Riley, Mr. Tom Smith, and Mr. Larry Josefowski that the project would be very beneficial to residents and

to businesses attempting to make a living in Dover and stated that it would be Kent County Tourism's pleasure to promote the monument. Noting that there were questions regarding the ownership of The Green, she invited those present to join her on April 28, 2013 at 2:00 p.m. when William Penn would be brought to the Old State House (for a historical re-enactment) and could be asked directly who owns The Green.

Mr. John Garey, owner of a business at 48 The Green, stated that many of his opinions had been expressed previously by Mr. McDaniel and Ms. Reigle. He felt that the process had been extremely rushed and that answers to questions had been slow in coming and were incomplete. He noted concerns regarding parking, noting that his building did not have a parking spot and there was no access behind his property. He informed members that if parking on The Green were limited or eliminated in the future, visitors to his building would have to walk down State Street and if weather were inclement, this could be a problem. Mr. Garey stated that other businesses in the area had similar parking concerns. He mentioned that he received a call earlier in the day from Deputy City Solicitor Pepper, who indicated that parking could be an issue in the future. Responding, Mr. Pepper stated that the roadway was not included within the easement and, therefore, would not be affected.

Mr. Garey stated his concern that the Federal Government could ask the City to make further changes in the future, which would then eliminate the road and parking. Referring to Ms. Haynes' comment that Senator Carper's Office had been working on this project for 10 years, he noted that he had been physically located on The Green since the Summer of 2004 and an owner since 2008 and had not heard anything from the City or other government proposing The Green as a park or national monument, yet those present were indicating that failure to act today would cause the City to be excluded. Mr. Garey felt that those advocating this project wanted the other properties involved (locations in New Castle County) to be included in the national monument and were using The Green as a tool to accomplish this. He requested that the process be slowed and the project be given additional consideration so that the true benefit to the City and State could be determined, as well as the reason that the government wanted it so badly.

Mr. Jack Richter, 733 Oak Drive (former Mayor of the City of Dover), expressed his belief in historic preservation. He felt that the proposal was a great thing for the City that would bring recognition and allow an opportunity to share the history of The Green, which was laid out in 1719, with the rest of the world. He reminded those present that the proposal included only the center of The Green, not the surrounding properties, which would be left to be viable and productive. He felt that this project would make the area "a living Williamsburg" and urged members to approve the proposal.

Ms. Molly Ross, Special Assistant to the Director of the National Park Service, reminded those present that the boundary of the easement would be the lawn and that this proposal was not a stepping stone to other property for the Federal Government. She indicated that whether the area was designated as a national monument or a national park, it would take an act of Congress or an amendatory Presidential proclamation to change the boundary. Ms. Ross explained that the proclamation being contemplated was a major undertaking and such proclamations are not done often (128 similar proclamations since 1906). Ms. Ross noted that parking in the area would be under the jurisdiction of the City, not the NPS or Federal Government. She stated that NPS and the Department of Interior had the pleasure of working on the easement together, which she found a very constructive process involving lawyers from both the City and the Department of the Interior. She

described the proposed easement as "minimal," and one of the "lightest on the land" that she was aware of, noting that everything related to buildings or structures was removed and it was limited to the lawn and grass of The Green. Ms. Ross indicated that the document made clear that property owners would not be affected through the incorporation of an express clause proposed by Mr. Pepper and NPS was very comfortable accepting this language because they were trying to be very forthright.

Ms. Ann Baker Horsey, 7 The Green, stated that she had lived at this location since 1979. She indicated her support for making The Green part of a national monument and felt that the potential benefits outweighed any concerns. She felt that residents' questions had been answered and that lingering concerns could be worked out. She firmly believed that The Green belonged to the people and making it a part of the monument system was a great opportunity and benefit.

Mr. Terry Jackson, 10 The Green, stated that he echoed the sentiments heard earlier tonight that that the City does a wonderful job of maintaining The Green and felt that the "carrot" of tourism dollars may or may not be realized. Aside from the reported benefits of being in the National Park System for tourism, his feeling was "if it ain't broke, don't fix it."

Members were provided correspondence from Mr. Henry Horsey, dated January 23, 2013, regarding this matter ***(Exhibit #6).***

Mr. Bonar moved to close the public hearing, seconded by Mr. Dixon and unanimously carried (Mr. Lynn and Mr. Perza absent).

Mr. Bonar moved to accept the designation and recommend to the National Park Service (NPS) that the lawn area of The Green be considered for designation as a national monument. The motion was seconded by Mrs. Williams.

Mr. Hare stated that after hearing the testimony, including the comments of residents of The Green, he felt that the process was moving very quickly. He felt that the City does a good job of taking care of The Green and that it was up to those who live on The Green to decide whether or not they would be affected. He stated that he had heard only one (1) resident of The Green speak in favor of the proposal. He did not have a problem with the national park designation, but stated he was present to represent residents. He noted that The Green was a working area, unlike other national parks, and felt that the process was being rushed. He stated that he could not support the proposal without having all residents' questions answered.

Mr. Anderson acknowledged the challenges associated with the issue and that both sides had compelling arguments. He noted that this area had been the "heart of Dover" for almost 300 years and that the City would only have one (1) chance at this. Since the majority of his constituents that would be affected by this project were opposed to it, he indicated that he could not support it.

Mr. Bonar expressed his opinion that designating the lawn area of The Green as a national monument would cause only the installation of a plaque and would provide an opportunity for the City to receive advertising revenue. He felt that people would not be drawn to the site as if it were the Grand Canyon. Acknowledging that The Green was a working area, Mr. Bonar explained that the National Mall in Washington, D.C. was also a working area. He felt that Council had an

opportunity to gain more recognition for the City of Dover through the NPS. He reminded those present that the Downtown Dover Partnership (DDP) recently expended $1.3M to expand parking along North Street and felt that there was not a parking problem in the City but that people did not wish to walk. He noted that insurance rates could increase; however, he felt that these fees would be passed on in the form of higher rent or higher fees to clients. He stated that the compelling argument was that the President would be making a decision in the next 30 days and if Council did not vote to support it, this chance would no longer be available.

Mrs. Williams stated that she was recently shocked and dismayed to hear about the possibility of the elimination of the Dover Historic District Commission. She indicated that she learned a great deal about Dover while formerly serving as a Commissioner. Mrs. Williams stated that if designation as a national monument would ensure the preservation of The Green, she would support it.

On a call for the question, the motion to accept the designation and recommend to the National Park Service (NPS) that the lawn area of The Green be considered for designation as a national monument was carried by a roll call vote of five (5) yes (Dixon, Bonar, Williams, Hutchison, and Leary), two (2) no (Anderson and Hare), and two (2) absent (Lynn and Perza).

Mr. Bonar reminded those present that discussions regarding the Historic District Commission would be taking place in the future; however, there was no intent to diminish the historic preservation status of the City of Dover, merely to streamline the process and allow this function to be handled by professional planners.

PARKS, RECREATION, AND COMMUNITY ENHANCEMENT COMMITTEE REPORT - JANUARY 14, 2013

The Parks, Recreation, and Community Enhancement Committee met on January 14, 2013 with Councilman Anderson presiding in the absence of Chairman Bonar.

Update - CDBG Program

Mrs. Tracey Harvey, Planner I, reviewed the Status of FY-12 Community Development Block Grant (CDBG) Projects. In reference to the Homeownership Assistance Program, she advised members that three (3) closings were scheduled for January 31, 2013, two (2) through the Neighborhood Stabilization Program (NSP) and one (1) through CDBG and she expressed her thanks to the Committee for approving the reallocation of funds to the homeownership programs, noting that this funding had already been reallocated for future use.

By consent agenda, Mr. Bonar moved for acceptance of the Parks, Recreation, and Community Enhancement Committee Report, seconded by Mr. Hutchison and carried by a unanimous roll call vote (Mr. Perza absent).

UTILITY COMMITTEE REPORT - JANUARY 14, 2013

The Utility Committee met on January 14, 2013 with Councilwoman Williams presiding in the absence of Chairman Bonar.

Request for Alley Abandonment (paper) - 971 and 975 Forest Street

A request dated November 21, 2012 was received from Mr. Tolano D. Anderson for the abandonment of the unimproved alley located approximately 150 feet north of the intersection of Forest Street and Carver Road. He indicated that the alley condition, as well as an inability to safely utilize the space, creates a significant hardship. It was noted that Mr. Anderson owns all real property abutting the alley and he requested that the alley be conveyed to 971 and 975 Forest Street.

Staff confirmed that the alley is unimproved and is considered to be a "paper" alley. Committee members were provided a map of the area. It was also reported that no public utility easements would be required. Records indicate that all abutting parcels are owned by Faithwork LLC. In light of the information provided, staff had no objection to the abandonment of the subject alley and recommended conveyance of the same to the parcels represented by 971 and 975 Forest Street with conveyance in proportions complimentary to the existing lot widths of those parcels. It was noted that 983 Forest Street appears to utilize the unimproved alley for access. Since this parcel is also owned by Faithwork LLC, staff recommended that the owner establish cross access easements between 971, 975, and 983 Forest Street at the time of conveyance.

Staff recommended abandonment of the subject alley with conveyance to 971 and 975 Forest Street, currently owned by Faithwork LLC.

The Committee recommended approval of staff's recommendation.

By consent agenda, Mr. Bonar moved for approval of the Committee's recommendation, seconded by Mr. Hutchison and, by a unanimous roll call vote (Mr. Perza absent), Resolution No. 2013-03 was adopted, as follows:

A RESOLUTION VACATING AND ABANDONING 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 alley:

Adjacent to 971 Forest Street (ED-05-076.07-01-62.00)

Being all that certain piece or parcel of land situated in the City of Dover, Kent County, State of Delaware, being an unimproved public alley running east to west, lying on the northerly side of and running parallel to Forest Street, said portion of alley beginning at a point identified as the northeast corner of parcel No. ED-05-076.07-01-62.00; thence running North 85 degrees 00 minutes 00 seconds West 100 feet along the southerly line of a 15' wide alley to the northwest corner of parcel No. ED-05-076.07-01-62.00; thence running perpendicular across said 15' wide alley to a point in the northwest line of a 15' wide alley; thence running South 85 degrees 00 minutes 00 seconds East 100 feet along the northerly line of a 15' wide alley to a point at the corner of parcel No. ED-05-076.07-01-61.00; thence running 15 feet along the easterly boundary of the 15' wide alley to the point and place of beginning and containing 0.0344 acres (1,500 square feet) of land be the same more or less.

Adjacent to 975 Forest Street (ED-05-076.07-01-37.00)
Being all that certain piece or parcel of land situated in the City of Dover, Kent County, State of Delaware, being an unimproved public alley running east to west, lying on the northerly side of and running parallel to Forest Street, said portion of alley beginning at a point identified as the northwest corner of parcel No. ED-05-076.07-01-37.00; thence running South 85 degrees 00 minutes 00 seconds East 50 feet along the south line of a 15' wide alley to the northwest corner of parcel No. ED-05-076.07-01-62.00; thence running perpendicular across said 15' wide alley to a point in the northeast line of a 15' wide alley; thence running North 85 degrees 00 minutes 00 seconds West 50 feet along the northerly line of a 15' wide alley to a point at the corner of parcel No. ED-05-076.07-01-36.00; thence running 15 feet along the western boundary of the 15' wide alley to the point and place of beginning and containing 0.0172 acres (750 square feet) of land be the same more or less.

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

Section 3. All costs of conveyance shall be borne by the property owner.

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

ADOPTED: FEBRUARY 11, 2013

TEA/NAES Report (October)
The TEA/NAES Monthly Report for October 2012 was provided to members to enable them to monitor electric sales and revenues received, which will provide a better understanding of any fluctuations that occur and allow the opportunity to make improvements if deemed necessary.

The Committee recommended acceptance of the TEA/NAES Monthly Report for October 2012.

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

Update - Garrison Oak Technology Park Project
Mr. Scott Koenig, City Manager, stated that progress was being made on the Garrison Oak Technology Park Project. Since the last update, he stated that the City had authorized cleaning of the tax ditch that runs through the middle of the property, which is expected to be completed by the Kent Conservation District in advance of the full construction of the improvements associated with the Garrison Oak Technology Park. He stated that in recent weeks, staff had met several times with representatives of Calpine to discuss the status of each of the milestone issues related to the project.

Mr. Koenig stated that the City is near final submissions for the Kent Conservation District stormwater approval, as well as the final re-submissions of the subdivision plan for the Park. He advised members that Becker Morgan was working individually with Calpine to finish site plan applications, which are expected within the next few weeks for final review and approval. He stated that late last year, the City issued design contracts for the 1.5 million gallon water tower, as well as a new sanitary sewer pump station, both to be located at the Garrison Oak Technology Park. Both

of the design periods were coming to an end; therefore, final drawings on the design packages were expected in the near future and the projects would then be let out to bid. Mr. Koenig advised members of a draft document from Calpine including milestones established for the project which indicated that Calpine would like to pull a building permit around March 1, 2013. Staff was attempting to assure that the City's construction schedule matches the milestones provided by Calpine.

Mr. Koenig anticipated that Calpine's air permit would be issued within the week. He noted that Calpine was working diligently with the Federal Energy Regulatory Commission (FERC) and the natural gas company to assure that the natural gas line would be extended from Cheswold. Calpine was also working with several independent property owners for the feeder line (referred to as the radial line) from the energy center to the 230kV tie since they were intending to cross private property. Mr. Koenig stated that to his knowledge, discussions between LS Power and Calpine are ongoing; however, Calpine was confident that they are nearing conclusion of those discussions. He noted that LS Power had filed a suit against the City of Dover Planning Commission related to construction dust and potential water plume coming off the energy center. He stated that, according to Calpine, these issues were being resolved and noted that LS Power had also indicated to him that there were ongoing discussions with Calpine to resolve the issues.

Responding to Mrs. Williams, Mr. Koenig stated that energy must be produced to the grid by June 2015 for the first unit (309 megawatts) and that there was a possibility of testing in January 2015. He stated that the City had not continued further discussions regarding a purchase power agreement. He anticipated those discussions to occur in the next 90-180 days.

Mr. Hutchison suggested that staff keep in mind what has happened between LS Power and Calpine in the future when the City begins negotiations with other vendors.

Mr. Koenig indicated that staff had been meeting with the Division of Natural Resources and Environmental Control (DNREC) regarding the City's water allocation permit and that a letter had been received from DNREC indicating that the City is no longer a part of the regional Delaware River Basin Commission (DRBC) docket and that the City's allocation permits were managed by DNREC rather than the DRBC. He advised members that this is a positive for the City, noting that the City had been working for the last two (2) to three (3) years with DNREC to get all water allocation permits in line with how the City's facilities are producing. Mr. Koenig stated that this would be important when discussions begin for managing water resources related to the Garrison Energy Center and all water utilities. He advised members that, based on engineering analysis, there was a need for the City to make improvements to the water system; however, he assured members that there was enough water to supply Unit 1, or Block 1, of the Garrison Energy Center. If Unit 2 becomes activated, he stated that the City would need to develop additional water resources to ensure safe operating factors necessary to run the system with two (2) units running full blast on the hottest day of the year if a four (4) hour fire was underway. Mr. Koenig indicated that there were several conditions to be met on the engineering side.

Responding to Mr. Hutchison, Mr. Koenig stated that upon issuance of the air permit, the next step for the City would be to conduct a final review of the site plan. He indicated that he would need to determine if the City could issue a building permit while there was an outstanding issue with

LS Power, noting that he would prefer the LS Power issue to be resolved before any further action was taken in this regard.

By consent agenda, Mr. Bonar moved for acceptance of the Utility Committee Report, seconded by Mr. Hutchison and carried by a unanimous roll call vote (Mr. Perza absent).

LEGISLATIVE, FINANCE, AND ADMINISTRATION COMMITTEE REPORT - JANUARY 14, 2013

The Legislative, Finance, and Administration Committee met on January 14, 2013 with Chairman Lynn presiding.

Draft Comprehensive Annual Financial Report (CAFR) - Fiscal Year Ended June 30, 2012

In accordance with Section 46 of the City Charter, the City's financial books are audited by independent auditors each year. Mrs. Donna Mitchell, Controller/Treasurer, submitted the Comprehensive Annual Financial Report (CAFR) for Fiscal Year Ended June 30, 2012 and reviewed key points of the Report. It was noted that all financial transactions were audited by S.B. & Company, LLC. She introduced Mr. William Seymour, Auditor with S.B. & Company, whose opinion was included in the report. However, she noted that the auditor had not completed the management letter since they were continuing to work on the federal grant audit and report on internal control and that Mr. Seymour would provide a presentation in this regard upon completion.

Referring to Page 37 of the report, Mrs. Mitchell noted that the amount of unrestricted total net Assets was -$6,759,433, which was the result of the non-current liabilities due in more than one (1) year, including the liability for medical benefits totaling $11,179,542. She advised members that the Balance Sheet, as reflected on Page 39, depicted totals without the long-term liabilities and long-term assets and showed an unassigned fund balance of $3,007,963 (considered spendable sources). She indicated that these were the reported amounts that members were familiar with from working through the budget process. On Page 41 of the Report, Mrs. Mitchell stated that the deferred revenue, in the amount of -$582,144, was the result of the City having to reclassify prior year revenues that had not yet been collected (aged receivables) and to reduce the fund balance for financial report presentation purposes, and explained that this would not be reported as such for budgetary purposes. She reminded members that ordinances were adopted recently that put "teeth" into some of the collections; therefore, she believed this amount would change in the future.

In response to Mr. Hutchison, Mrs. Mitchell confirmed that staff did not submit any mid-year review budget adjustments; therefore, everything was required to remain as originally budgeted until the end of the fiscal year. This was due to timing and staffing issues. She felt that when staff presents this year's budget review, any significant changes would be included.

The Committee recommended acceptance of the draft Comprehensive Annual Financial Report (CAFR) for the fiscal year ended June 30, 2012.

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

Proposed Ordinance #2013-01 - Amending Appendix B - Zoning, Article 3 - District Regulations, Section 22 - Airport Environs Overlay Zone (AEOZ)

Mrs. Ann Marie Townshend, Director of Planning and Community Development, reminded members that, in 2001, the City of Dover adopted the Airport Environs Overlay Zone (AEOZ) based upon the maps and text provided by the DAFB in their Air Installation Compatible Use Zone (AICUZ) study to ensure that development of lands surrounding the Dover Air Force Base (DAFB), specifically within the zones identified by the Air Force as the Noise Zones, Clear Zone, and Accident Potential Zones, proceeds in a manner that protects the public health, safety, and welfare, as well as the viability of the DAFB. She explained that the overlay zone works in conjunction with the underlying zoning district of each property to ensure that development in these areas is compatible with the noise and other aspects of DAFB flight paths.

Mrs. Townshend advised members that the DAFB released an updated AICUZ study in 2010 which included revised noise contours. She stated that staff used the updated information for the proposed amendments to the text of the Zoning Ordinance relating to the AEOZ. Mrs. Townshend noted that the proposed changes were primarily housekeeping changes and were directly related to the AICUZ study provided by the DAFB.

Members reviewed Proposed Ordinance #2013-01 amending Appendix B - Zoning, Article 3 - District Regulations, Section 22 - Airport Environs Overlay Zone (AEOZ). Mrs. Townshend advised members that a recommendation for adoption would necessitate a Comprehensive Rezoning of the area, which would be presented at the conclusion of this item.

Staff recommended adoption of Proposed Ordinance #2013-01.

Responding to Mr. Shevock, Mrs. Townshend assured members that staff worked with the DAFB Community Planner in developing the proposed amendments and have received their approval.

The Committee recommended adoption of Proposed Ordinance #2013-01.

By consent agenda, Mr. Bonar moved for approval of the Committee's recommendation, seconded by Mr. Hutchison and carried by a unanimous roll call vote (Mr. Perza absent.) *(The First Reading of the ordinance will take place during the latter part of the meeting.)*

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

Mrs. Townshend explained that the recommendation for adoption of Proposed Ordinance #2013-01 would necessitate amendments to the Zoning Map and that adoption of Proposed Ordinance #2013-02 would incorporate the changes to the Air Installation Compatible Use Zone into the Zoning Map as the Airport Environs Overlay Zone (AEOZ). Members were provided 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 DAFB.

Mrs. Townshend indicated that Proposed Ordinance #2013-02 amending the AEOZ was being processed as a Comprehensive Rezoning *(Appendix B – Zoning, Article 10 – Planning Commission, Section 5 – Amendments, Subsection 5.4)*, since the rezoning was the result of a formal study by the DAFB; therefore, staff sent 685 letters to affected property owners and held a public workshop on November 8, 2012 to answer questions. She advised members that some properties would be removed from the AEOZ Noise Zones as a result of the rezoning while others would remain in the AEOZ Noise Zones; however, the boundary locations on their properties would change. She noted that no changes to the Accident Potential Zones or Clear Zone were proposed. Mrs. Townshend referred to a map depicting those parcels that would be removed from the Noise Zones. She noted that the map indicates that the Noise Zones are shrinking and the Accident Potential Zone and Clear Zone remained the same.

Staff recommended adoption of Proposed Ordinance #2013-02.

The Committee recommended adoption of Proposed Ordinance #2013-02.

By consent agenda, Mr. Bonar moved for approval of the Committee's recommendation, seconded by Mr. Hutchison and carried by a unanimous roll call vote (Mr. Perza absent). *(The First Reading of the proposed ordinance will take place during the latter part of the meeting.)*

Proposed Ordinance #2013-03 - Amending Chapter 22 - Buildings and Building Regulations, Article XII - Vacant Buildings

Being aware that vacant buildings detract from community appearance, provide locations for nuisance behaviors, and consume City staff time in responding to complaints or checking to ensure that vacant buildings are kept secure, Mrs. Ann Marie Townshend, Director of Planning and Community Development, reminded members that in 2006, City Council adopted the Vacant Building Ordinance to reduce the community nuisance caused by vacant buildings. In addition to requiring the registration of vacant buildings and requiring that owners of vacant buildings pay a registration fee, the ordinance also tasked the City with inspecting vacant buildings to ensure that they are maintained and secured. Mrs. Townshend advised members that a number of vacant buildings in the City had become locations of arson due to owners not keeping them properly secured. In addition, she stated that the problems caused by vacant buildings had been exacerbated by the economic downturn.

Members reviewed Proposed Ordinance #2013-03 amending Chapter 22 - Buildings and Building Regulations, Article XII - Vacant Buildings. Mrs. Townshend advised members that the proposed amendments were primarily housekeeping amendments that would contribute to clarity and ease of administration. In addition to the proposed housekeeping provisions, she indicated that the amendments included increased registration fees for vacant non-residential buildings greater than or equal to 10,000 SF. Mrs. Townshend explained that the current fee schedule failed to provide a disincentive to vacancy, particularly for many of the large commercial box buildings. She advised members that the Planning and Inspections Department currently devotes one (1) full-time inspector to monitoring, inspecting, and working with property owners on vacant buildings. So far in Fiscal Year 2013, $27,500 had been collected in vacant building fees.

Staff recommended adoption of Proposed Ordinance #2013-03.

Responding to Mr. Anderson in reference to Line 52 of the proposed ordinance, which would shorten the time allowed before providing the City building inspector access to vacant buildings from 90 to 30 days, Mrs. Townshend explained that after waiting 90 days, particularly in foreclosure scenarios, the properties may already be a nuisance to the neighbors. As an example, she stated that on several occasions, although a property may have been vacant for 90 days, because utilities were not disconnected and payment was being made for several of those days, staff could only document that it had been vacant for 30 days. In these instances, although neighbors may have been submitting property complaints, staff could not require registration or take any action in this regard.

Concurring with Mr. Anderson, Mrs. Townshend stated that information regarding vacant buildings could be forwarded to the Economic Development Office, noting that the City has several incentives for vacant commercial buildings, such as tax abatement for buildings over 20,000 SF, permit and impact fee waivers, and tax abatement for buildings over 5,000 SF for the value of the renovations.

Mr. Hare relayed his concerns with subjecting responsible property owners (those who maintain their properties and list them for sale with a realtor) to the same increase in registration fees as those owners that do not take the necessary steps to maintain vacant properties. He questioned the possibility of penalizing only those property owners who create problems.

Responding to Mr. Hare's concerns, Mr. Lynn noted that when a property owner takes responsibility to maintain vacant property, is actively marketing it, and has it listed with a realtor, there is an exemption from the registration fee. Mrs. Townshend noted that the current ordinance allows for such an exemption for three (3) years and suggested the possibility of extending this time limit due to the current economy. However, she cautioned members that even if a property is listed for sale, a property owner may have no intention of selling. Elaborating, Mr. Lynn stated that although there may be a for sale sign, the property may not be listed at a reasonable market price and the property owner may be claiming losses on income tax returns, leaving the City with buildings that are eyesores.

In response to Mr. Hutchison, Mrs. Townshend stated that there were approximately 350 vacant buildings in the City.

Mr. Lynn stated that the purpose of the proposed amendments was not to hurt those property owners who were actively trying to market properties for fair market value but rather address the large and growing problem of empty buildings that are not being marketed and are eyesores and safety concerns.

Referring to the concerns of Mr. Hare, as questioned by Mr. Shevock, Mrs. Townshend stated that she would rather extend the period of time for exemption than put staff in the position of having to determine which properties are well maintained. She suggested extending the time period for the exemption to five (5) years.

Mr. Philip McGinnis, 555 E. Loockerman Street, stated that he serves as the Chairman of Kent County Association of Realtors Public Policy Committee and read comments regarding the proposed ordinance.

Mr. Anderson moved to suspend the rules to allow Mr. McGinnis an additional two (2) minutes for remarks, seconded by Mr. Rushe and carried by a vote of four (4) yes (Anderson, Hare, Rushe, and Shevock) and one (1) no (Lynn).

Responding to Mr. Anderson, Mrs. Townshend stated that the inclusion of a commercial unit within a building in the definition of a vacant building was specified in Line 22 of the proposed ordinance. In talking with Mr. McGinnis, she stated that replacing "commercial unit within a building" with "structure" would resolve his concerns. It was her opinion that by making that change, a building such as Value City would continue to be viewed as a separate building, but a building where the upstairs is occupied and the downstairs is unoccupied (or vice versa) would not.

Based on the discussion, Mr. Lynn suggested that a workshop be held to allow staff the opportunity to work with the community regarding possible amendments to the proposed ordinance.

The Committee recommended that Proposed Ordinance #2013-03 be referred back to staff to allow them to hold a workshop to develop amendments for consideration and that staff be instructed to include residential properties.

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

Proposed Ordinance #2013-04 - Amending Chapter 22 -Buildings and Building Regulations, Article X - Rental Dwellings

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.

Mrs. Ann Marie Townshend, Director of Planning and Community Development, advised members that the Department of Planning and Inspections had been working cooperatively with the Police Department to address problem rental properties. She explained that the Community Policing Unit works with apartment complexes to implement a crime free multi-housing program, which includes a seminar for complex managers and a lease addendum. The program has been successful in helping apartment complex managers address criminal/nuisance behavior of tenants and guests. In working with the Police Department, she stated that the Department of Planning and Inspections was looking to expand this program to all rental property owners and managers and require participation in the program as part of the Rental Dwelling code requirements.

Mrs. Townshend explained that the proposed ordinance would require landlords to participate in a crime-free housing program, including participation in a crime-free housing seminar offered by the Dover Police Department, and the use of a crime-free housing addendum to leases. In addition, she stated that the proposed ordinance would allow for prorating rental permit fees for permits purchased after the beginning of the permit year.

Staff recommended adoption of Proposed Ordinance #2013-04.

Mrs. Townshend advised members that, at the request of Mr. Anderson, staff drafted amendments for the Committee's consideration. She stated that Proposed Amendment #1 would allow landlords to opt out of the crime-free housing requirement by paying a per dwelling surcharge on rental permits; Proposed Amendment #2 would exempt licensed real estate agents from the requirement to attend the crime-free housing seminar, unless their rental permit was suspended for failure to enforce the crime-free housing lease provisions; and Proposed Amendment #3 would not include use or possession of illegal drugs as a violation of the crime-free housing lease addendum.

In response to Mr. Shevock regarding instances when a landlord would not be available to attend the required seminar, Mrs. Townshend suggested further discussion with the Police Department for possible solutions, such as the creation of an online class.

Mr. Hare relayed his concerns with creating requirements for excellent landlords who have never caused problems in order to address issues created by other landlords. He suggested developing requirements specifically for the problematic landlords instead of penalizing those that have done everything the City has required. Responding, Mrs. Townshend explained the difficulty in differentiating between "good" and "bad" landlords. She reminded members that it was only a two (2) hour seminar and not onerous. In addition, she reminded members that those who wish to drive a boat are required to take a boater safety course so as not to be a nuisance to others on the water.

Responding to Mr. Anderson, Mrs. Townshend confirmed that, currently, out-of-town (absentee) landlords are required to have a local agent. An out-of-town landlord would have the option of hiring a real estate agent to take care of the property and set up the lease in accordance with the provisions, or could attend the seminar, or have a relative or local agent attend on their behalf. She also confirmed that if the tenant were a relative or someone who the landlord did not have to worry about with regard to crime-free housing, they could simply pay the extra $50.

In reviewing the proposed ordinance, Mr. Rushe stated that it did not include a good definition of criminal activity. He noted that Amendment #3 would not include use or possession of illegal drugs as a violation of the crime-free housing lease addendum and questioned why certain illegal activities would not be a violation and others would. Responding, Mrs. Townshend stated that the City Solicitor had reviewed the proposed ordinance only and not the amendments. In addition, she stated that the Police Department's Lease Addendum used with their Crime Free Multi-Housing Program was upheld in court; therefore, staff would utilize the template used by the Police Department.

Mr. Rushe questioned how oral leases would be handled since there is no requirement under Delaware Law that a lease be in writing. Responding, Mrs. Townshend stated that the City of Dover does not allow utility service to be established without a lease. Noting that there are landlords who keep utilities in their names, she stated that the City would require the Lease Addendum to be on file; therefore, in those instances where there is an oral lease, the City would need the Lease Addendum.

Council President Leary reminded members that the original intent of the proposed ordinance was not to address "nuisances" but rather activities that are dangerous, such as neighborhood terrorism, etc. He suggested that everyone keep focused on this original intent during their deliberations.

At the request of Mr. Anderson, Master Corporal Bernat assured members that the purpose of the Crime-Free Housing Ordinance was not to burden realtors or penalize owners of rental properties. He stated that the program would be kept short and made as convenient as possible, with the purpose of providing education. He explained that landlords of some of the problem houses were not familiar with the landlord/tenant law, which has been problematic when they want to deal with problems but do not know what to do. The seminar would educate landlords to allow them to be more responsible. In addition, he indicated that eviction is the last level of action to be taken; however, the possibility of eviction can be a motivator for both the owner and tenant. MCpl. Bernat stated that many times renters do not have an investment in the neighborhood so they continue with dangerous activities. Although it was not the intent to evict individuals, he stated that it was not desired that residents who were living lawfully and are credible citizens leave as a result of those causing problems.

In response to Mr. Anderson, MCpl. Bernat confirmed that the Multi Crime-Free Housing Program has been used for a decade and utilizes the same Lease Addendum that had been upheld in court and was legal. He advised members that this program had been a success for both the management of multi-housing and the community.

Mr. Lynn noted the receipt of correspondence from Ms. Maureen Bauer dated January 10, 2013.

Ms. Maureen Bauer, 22 Kent Circle, indicated that when she moved into The Hamlet over ten (10) years ago, it was a nice place to live. She enjoyed going outside, visiting neighbors, taking dogs for walks, etc. She indicated that this was not the case anymore due to a few nuisance rental properties where, although the landlords are notified of certain activities, they do not take any action to resolve the issues. She stated that there was no recourse other than calling the police every time something occurs. She advised members that she lives in fear and that there have been good, upstanding residents that have moved due to these nuisance properties.

Mr. Phillip McGinnis, 555 E. Loockerman Street, stated that he serves as the Chairman of Kent County Association of Realtors Public Policy Committee and read comments regarding the proposed ordinance. He stated no objections to the proposed ordinance as long as licensed real estate agents and professional property managers were exempt, explaining that these individuals are educated to serve as professional property managers, are trained to include lease clauses that follow the statute regarding criminal activities, and are aware that the landlord/tenant code is required for residential dwelling units whether they are oral or written leases, etc. As licensed real estate agents and professional property managers, he stated that they are better trained since this is their business and he noted that the lease amendment that they currently use may be better than the one proposed.

Responding, Mr. Lynn suggested that Mr. McGinnis provide staff with a copy of the lease amendment utilized by the professional property managers for possible improvements to the proposed lease addendum.

In response to Mr. Shevock, Mrs. Townshend stated that the current proposed ordinance would require both the owner and agent to take the required seminar and suggested that staff be provided an opportunity to make amendments prior to the First Reading.

Mr. Hare stated that he would support the proposed amendments if those landlords or property owners that have not had any problems could take the seminar online and those handling properties where there have been complaints and/or violations be required to attend the seminar in person. Responding, Mrs. Townshend felt confident that an online seminar could be made available. She noted that there are over 3,000 rental permits; therefore, staff would need to roll out the startup of the program and she assured members that if there were any concerns, staff would report back to members for their review and consideration in resolving the issues.

Mr. Rushe reiterated his concerns that the proposed ordinance includes what is not criminal activity but not necessarily what criminal activity is. If it included just an arrest and eviction proceedings were begun, he questioned how the tenant could defend himself/herself without violating their 5th Amendment Right while awaiting trial. Responding, Mrs. Townshend stated that the City Solicitor indicated that the proposed ordinance should refer to convictions. She assured members that the proposed ordinance could be amended to clarify that criminal activity would apply to those who have been "convicted of any crime."

Council President Leary relayed concerns that members were losing track of the bigger issue, explaining that if there were multiple calls for disturbance of the peace, etc., at the same address, he felt this would be enough to start eviction proceedings. It was his opinion that the purpose of the proposed ordinance amendment was to address the peace and security of neighborhoods and that courtroom convictions were something completely different.

Concurring with Council President Leary, Chief James Hosfelt, Dover Police Department, advised members that it could be years before a courtroom conviction is issued, explaining that it is not uncommon for a drug case to drag on for one-and-a-half years, which would result in having an ordinance where no action could be taken for that period of time.

Mr. Anderson noted that 26 complaints were called in to the Police Department regarding a problem residence referred to previously.

Mr. Rushe moved to recommend that Proposed Ordinance #2013-04 be referred back to staff to allow them the opportunity to make amendments in accordance with the Committee's discussion, seconded by Mr. Shevock.

Mr. Anderson stated objections to delaying action, explaining that he had experienced such problems personally and observed what it does to a neighborhood when there is wide-scale illegal activities and nothing can be done to resolve the problems. Having had a problem property next to his residence, he advised members that it took two (2) years before any action was taken to rectify the problem and two (2) additional years for the neighborhood to restore itself to a point where the children could play outside safely, his wife could walk safely at night, etc. He observed this residence as a "crack house" with people going in and out during all hours, illegal weapons, etc. As a result, he stated that there were burglaries in the area and the home became a hub for theft and selling stolen property. Mr. Anderson felt that it was time for action to be taken and that staff could make additional amendments to be presented in a couple of weeks.

Concurring, Mr. Lynn reminded members that this proposed ordinance follows gang hearings, discussions about adding additional police officers, etc., and was a part of a comprehensive plan to get serious and tough on crime in Dover. He also felt that staff could make revisions to the proposed amendments and that further discussion could take place during the Council meeting.

Mr. Rushe moved to amend the motion to specify that the additional amendments made by staff be presented to Council for their consideration of Proposed Ordinance #2013-04.

The Committee recommended that Proposed Ordinance #2013-04 be forwarded to City Council for their review and consideration without a recommendation by the Committee.

During the Council meeting, Mrs. Ann Marie Townshend, Director of Planning and Community Development, advised members that the Ordinance would create a "Crime Free Housing" program which would require landlords to participate in a crime free housing seminar and the use of a crime free lease addendum. If the provisions of the addendum were not enforced, the City could suspend the rental permit.

Mrs. Townshend noted that a number of concerns were raised during the Committee meeting and in a letter from local Realtors. As a result, she met with Deputy City Solicitor Pepper, Police Chief Hosfelt, MCpl. Bernat, and Councilman Lynn to develop two (2) staff amendments.

The first amendment, SA#1 to Ordinance #2013-04 ***(Exhibit #7)***, would create clearer criteria for when an eviction would be necessary, as follows: 1) a felony arrest, 2) three (3) or more arrests for Class A misdemeanors within 12 months, or 3) other arrests whereby the Chief of Police recommends eviction due to the frequency or nature of the arrest. Mrs. Townshend stated that the amendment would provide clear criteria for the landlords, tenants, and the City. It would also create a process where the Chief of Police would provide notification to the Planning and Inspections Department, who would in turn notify the landlord that it was time to proceed with an eviction. The landlord would have 30 days from the date of the certified notice to initiate the eviction. Mrs. Townshend noted that suspension of a rental permit could occur if the property owner or manager failed to initiate eviction or if they failed to participate in the seminar.

The second amendment, SA#2 to Ordinance #2013-04 ***(Exhibit #8)***, would replace the word "near" with "within 500 feet of" to specify the distance from a rental dwelling within which criminal activity would violate the crime free lease addendum.

Mr. Hare asked if there was a provision to allow landlords with no violations or misdemeanors to attend the seminar online. Responding, Mrs. Townshend stated that the seminar would be offered online to all landlords; however, that language was not included in the amendment. Mr. Hare requested that it be included to ensure that an online seminar is developed. Mrs. Townshend suggested adding a statement at the end of Line 123.

Mr. Bonar moved to add language regarding the availability of an online seminar to the appropriate Staff Amendment, seconded by Mr. Hare and unanimously carried.

Mr. Dixon expressed concern with proper notification to the tenants prior to eviction, in accordance with the landlord/tenant code. Mrs. Townshend stated that the landlord would be responsible for the eviction process. She also noted that the required seminar would help the landlords with the landlord/tenant code and the proper procedures for notification and eviction.

Responding to Mrs. Williams, Mrs. Townshend stated that the City would not ensure that the landlord followed the landlord/tenant code in their eviction process and stated that the Court would be responsible for determining if the landlord followed the process properly. Mrs. Townshend stated that the City would only step in if the landlord had been notified to begin the eviction process and failed to do so.

Mrs. Williams asked if the City would be liable if the landlords misrepresented themselves in court. Responding, Deputy City Solicitor Pepper stated that the Ordinance obligates landlords to initiate and prosecute with effect. If they have not followed the landlord/tenant code, the process would have to be re-started.

Mr. Bonar asked if eviction based on an arrest instead of a conviction would infringe upon the tenant's constitutional rights. Mr. Pepper stated that the language is similar to Federal Regulations included in public housing leases, which have been upheld in court.

Mr. Perza asked for clarification with regard to the distance referenced in Line 131. Mr. Pepper responded that he would interpreted it as being measured from the lot line. Mr. Perza, referencing Line 135, asked if "Shall not permit the dwelling unit to be used for or to facilitate any criminal activity" was strict liability, meaning that any criminal activity on the premises shall result in the City initiating the notice, or if there would be due process for the landlord to be able to say that he did not permit it, it just occurred. Mr. Pepper compared this language with "maintaining a dwelling" or "maintaining a vehicle" as associated with the drug laws.

Responding to Mr. Perza, Mr. Pepper stated that the landlord would no longer be able to rent that property if the landlord fails to act and the City revokes their rental permit. Mrs. Townshend stated that the tenant would be given 30 days notice to vacate the property. Mr. Perza questioned whether the General Assembly had been approached regarding amending the Delaware Code to include security deposits or summary possession deposits to establish an escrow account at the beginning of the lease, if the City is requiring landlords to initiate summary possession actions. Mr. Pepper felt that the cost could be recovered from the security deposit if the case were successful. Mr. Perza suggested researching the matter further since Delaware Code states specifically what the security deposit can be used for.

Mrs. Townshend advised members that once a rental permit is revoked, there is a $100 fee to reinstate the permit, and any and all code violations would have to be corrected before the permit is issued. She reminded members that there are a number of rental properties in the City that are literally tearing apart the neighborhoods. The goal is not to capture every arrest but to make these neighborhoods safer by shutting down the problem rentals.

Mr. Hare expressed concern with potentially evicting a resident who had been wrongly arrested and asked if there was any flexibility to postpone the eviction for 90 days or so to investigate the case.

Mr. Pepper stated that a preliminary hearing would be held within 20 days. If the defendant waived that hearing, they would be conceding that there was sufficient probable cause to believe that they committed that crime.

Mr. Anderson stated that he would be proposing amendments that would change SA#1 (a)(1) from "Any arrest for a Felony" to "Any **conviction** for a Felony"; change SA#1 (a)(2) from "Three or more arrests for Class A Misdemeanors within a 12-month period" to "Three or more arrests for Class A Misdemeanors **or above** within a 12-month period." He stated that the heart of this ordinance would improve City life, along with dealing with the vacant buildings.

Mr. Perza suggested including other offenses, such as disorderly conduct and offensive touching, which do not rise to the felony level.

Mr. Bonar suggested that all of the amendments proposed during the discussion should be consolidated and presented as a whole.

Mr. Bonar moved to refer Ordinance #2013-04 - Amending Chapter 22 -Buildings and Building Regulations, Article X - Rental Dwellings back to the Legislative, Finance, and Administration Committee for further review. The motion was seconded by Mr. Dixon and carried with Mr. Anderson voting no.

Discussion - Role and Scope of the Historic District Commission and the Historic District

Mrs. Ann Marie Townshend, Director of Planning and Community Development, advised members that, in recent months, there have been a number of discussions about the role of Dover's Historic District and, in particular, the Historic District Commission. She stated that some members of the community have 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 see the Historic District Commission as important caretakers of our City's rich history. Many of the discussions about the Historic District Commission's role had taken place in informal venues among property owners, business owners, elected officials, and other stakeholders in the community. She indicated that the discussions had not, in recent years, taken place as a public deliberation, bringing together stakeholders on all sides of the issue to develop a common ground solution that would support economic growth while preserving the City's historic character.

Given the various concerns that had been shared by a number of stakeholders, staff recommended that the Planning Office hold a public workshop (more than one (1) if necessary) by the end of February 2013 to discuss the role and scope of the Historic District and the Historic District Commission and that staff report back to the Legislative, Finance and Administration Committee 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.

In response to Mrs. Williams with regard to any effect the recommendation could have related to (preservation/conservation) grant monies, Mrs. Townshend stated that, to her knowledge, staff's recommendation would have no effect regarding grants; however, if the City were to eliminate the Historic District, she stated that there could be potential consequences. She assured members that

definitives regarding this matter would be researched by staff. She reminded members that the City had been working toward becoming a certified local government and having the Historic District Commission was a part of that certification.

Mr. Larry Josefowski, 323 S. State Street, advised members that he serves as President of the Friends of Old Dover and he submitted and read portions of the letter into the record, as follows:

> *"It is interesting to hear some of the discussion regarding the role of the Historic District Commission, and by extension the Historic District, being discussed in economic terms. It is important to talk about the Commission, the district, and the guidelines that govern the Historic District because by weakening the process of one – the proposed elimination of the Historic District Commission-the importance of our Historic District Guidelines is decreased.*
>
> *It is a statement of convenience to place the perceived economic faults of Downtown Dover towards the Historic District Commission, and by extension, the Guidelines themselves. Historic structures that have been demolished or significantly altered promote the loss of character that enrich the lives of people today. Part of the story of Dover – a story stretching back 330 years- is missing. Have there been economic benefits of these actions?*
>
> *A strong historic character is not an impediment to economic development...it can be just the opposite, a strong draw for tourism, and a perfect partner for businesses, museums, colleges, schools, and government. We are doing a better job of promoting our historic area, and keeping an aesthetically cohesive historic district, and the appropriate oversight, makes economic sense.*
>
> *Having a separate Commission helps to guarantee the process is followed...and that helps to ensure better design. There is a greater sense of relatedness, more innovative use of materials, and greater public appeal within historic districts than in areas without historic designations.*
>
> *Our historic districts provide a very real educational benefit. The preservation helps our current generations, as well as generations to come, the very story of Dover, as the architecture and structure provide the best possible record of ourselves and our communities.*
>
> *And, perhaps most importantly, it is the main characteristic of the City of Dover. Try to visualize, if you will, Dover without The Green....or try to imagine a copy of the Real Estate newsletter Open Door or the weekly house listings in the Post or the State News without a single mention of homes being in or near "Historic Dover."*
>
> *The Friends of Old Dover urges the city to not only continue the protection of the Historic District by retaining the Historic District Commission to oversee the Guidelines that have stood us well over the years, but to strengthen the process by recognizing the value that this process has brought the city. There may be problems*

with Dover, but removing the oversight in the interest of expediency is not the solution."

At the request of Mr. Josefowski, eight (8) individuals in attendance indicated their support of the statement read into the record.

Mr. Lynn urged those interested in this matter to attend and participate in the workshop.

Ms. Terry Graham, 211 Delaware Street in New Castle, stated that she serves as Executive Director of Preservation Delaware. She read a statement from *"Preservation Politics - Keeping Historic Districts Vital,"* by Bill Schmickle, as follows: *"A community that cares for its past by districting, is a community dedicated to being responsible for its future. A Historic District says - here is a place to invest a life, raise a family, grow a business, retire in security."* Ms. Graham stated that Preservation Delaware is committed to assisting the City of Dover by serving as a resource, participating in the workshop, etc. She stated that the members of Preservation Delaware take their charge to provide continuing education and outreach for Delaware's nine (9) Historic District Commissions very seriously.

Due to time constraints, Mr. Lynn indicated that no more public testimony could be made at this time and apologized to those who signed up to speak.

The Committee recommended approval of staff's recommendation that the Planning Office hold a public workshop (more than one (1) if necessary) by the end of February 2013 to discuss the role and scope of the Historic District and the Historic District Commission; and that staff report back to the Legislative, Finance and Administration Committee during their first meeting in March 2013 (March 11, 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.

By consent agenda, Mr. Bonar moved for acceptance of the Committee's recommendation, seconded by Mr. Hutchison and carried by a unanimous roll call vote (Mr. Perza absent).

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

QUARTERLY REVENUE REPORT

By consent agenda, Mr. Bonar moved for acceptance of the Quarterly Revenue Report, seconded by Mr. Hutchison and carried by a unanimous roll call vote (Mr. Perza absent).

DOVER ORGANIZATION OF EMPLOYEES (DOE) LABOR CONTRACT TENTATIVE AGREEMENT

Mr. Glenn Mandalas of Bayard and Mandalas provided a brief overview of the tentative agreement ***(Exhibit #9)*** which was negotiated earlier this month through mediation. He noted that the contract balances the City's long-term fiscal needs while recognizing the need to compensate valued

employees adequately. Mr. Mandalas advised members that this was a three (3) year contract and the major terms of the agreement are:

1. Moving from a pure cost of living scale to a progressive scale which aligns this union with the other City unions.

2. The employees will now be responsible for 9.5% of the total monthly individual coverage health care premium. Effective July 1, 2013, employees will be responsible for 15% of the total monthly individual coverage health care premium. Effective March 1, 2013, employees other than those electing individual coverage, will be responsible for 15% of the total monthly health insurance premium for their coverage and dependent coverage. Any employee retiring after May 31, 2013 will be responsible for 15% of the total monthly premium for the health plan the employee elects.

3. A two (2) year period with no increases to the base wages; however, three (3) $600 bonuses will be provided.

Mr. Mandalas noted that the City's cost of the contract would be a cumulative wage and benefit increase of approximately 1.5% over the three-year term of the agreement.

Mr. Mandalas stated that the management team that he worked with on the contract was one of the finest groups of individuals he has ever worked with in labor negotiations and were truly dedicated to finding an agreement that addresses the City's fiscal concerns while recognizing that the employees are valued and compensated.

Mr. Hare moved for approval of the contract, seconded by Mr. Anderson and carried by a unanimous roll call vote (Mr. Lynn absent).

EVALUATION OF BIDS - ENGINEERING SERVICE AGREEMENTS - DESIGN

In December 2012, City Council awarded three (3) year contracts for electrical engineering services to Pike Energy Solutions, LLC and Power Consulting Engineers (PCE). Based on a review of the project needs for the Frazier Substation, the Electric Department staff requested a project specific proposal from Pike Energy Solutions to perform the completion of the Frazier Substation project, as follows:

1. Provide relay settings for Frazier Transmission
2. Provide revised settings for College Road and Dover Downs Substation
3. Assist and report on final commissioning
4. Troubleshoot and resolve during final commissioning

Pike Energy Solutions performed the original design engineering services for this location. The cost of these services will be based on Time & Material not to exceed $54,000.

Staff recommended awarding the relay settings and commissioning to Pike Electric not to exceed $54,000.

Mrs. Williams moved for approval of Staff's recommendation, seconded by Mr. Bonar and carried by a unanimous roll call vote (Mr. Lynn absent).

ADJUSTMENT TO THE MINIMUM PAYMENT FOR PENSION

During their Regular Meeting of September 10, 2012 members of Council approved the Legislative, Finance, and Administration Committee's recommendation to retain the actuary to determine the cost of providing a minimum payment of $300, $400, and $500 to all retirees or their surviving spouses, and that staff determine how an adjustment would be funded.

Mrs. Donna Mitchell, Controller/Treasurer, reviewed the Minimum Benefit Study for the General Employee Pension Plan, as provided by Scott Porter, FSA of Milliman. She noted that a $300 minimum would have a $100,000 impact on accrued liability at a cost increase of $38,000; a $400 minimum would have a $294,000 impact on accrued liability at a cost increase of $112,000; and a $500 minimum would have a $615,000 impact on accrued liability at a cost increase of $236,000.

Mrs. Mitchell read for the record the following paragraph from the Study:

> *We have reservations about increasing benefits for a plan that is approximately 40% funded. The increase in the ARC* [Annual Required Contribution] *ranges from 1% to nearly 7% and would apply for the next 3 years before reverting back to a baseline level. We recommend consideration be given to paying down the current unfunded liability prior to implementing any benefit improvements.*

Staff recommended that consideration be given to paying down the current unfunded liability prior to implementing any benefit improvements, as recommended by the actuary.

Responding to Mr. Anderson, Mrs. Mitchell stated that the costs would be amortized over three (3) years. In response to Mr. Perza, Mrs. Mitchell stated that implementing any of the options would take the City in the wrong direction in terms of the unfunded liability by adding to it.

Mr. Anderson moved to refer this item back to the Committee to review the Study. The motion failed for the lack of a second.

Mr. Perza moved for approval of Staff's recommendation, seconded by Mrs. Williams and carried by a roll call vote of seven (7) yes (Mr. Dixon, Mr. Perza, Mr. Bonar, Mrs. Williams, Mr. Hare, Mr. Hutchison, and Mr. Leary), one (1) no (Mr. Anderson), and one (1) absent (Mr. Lynn).

CONFIRMATION OF POLICE PENSION ELECTION - RETIRED SERGEANT JAY UNTERKOFLER - THREE (3) YEAR TERM TO EXPIRE JANUARY 31, 2016

The term of office of Retired Lt. William Knotts on the Police Pension Board expires on January 31, 2013. Pursuant to Section 18-47(2)(b) of the Pension Plan, notice of an election was given to all plan members. Only one nomination was received; therefore, no election was held. Chief Hosfelt nominated Retired Sgt. Jay Unterkofler to serve a three (3) year term, to expire on January 31, 2016.

By consent agenda, Mr. Bonar moved for approval of the nomination of Sgt. Jay Unterkofler to serve on the Police Pension Board, with a three (3) year term to expire on January 31, 2016. The motion was seconded by Mr. Hutchison and carried by unanimous roll call vote (Mr. Perza absent).

FIRST READING - PROPOSED ORDINANCES

Council President Leary reminded the public that copies of the proposed ordinances were available at the entrance of the Council Chambers or could be obtained from the City Clerk's Office. Since the ordinances propose amendments to the Zoning Code, a public hearing would be required. Staff recommended referral of the amendments to the Planning Commission for a Public Hearing on February 19, 2013 and that a Public Hearing before City Council be set for March 11, 2013 at 7:30 p.m., at which time the Second Reading and final action by Council would take place.

Mrs. Townshend, Director of Planning and Community Development, reviewed the amendments, noting that Proposed Ordinance #2013-01 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. She further noted that Proposed Ordinance #2013-02 was a Comprehensive Rezoning that would incorporate the changes to the Air Installation Compatible Use Zone into the Zoning Map as the Airport Environs Overlay Zone (AEOZ).

Mrs. Townshend stated that two (2) public workshops were held to answer property owners' questions regarding the amendments.

Responding to Mr. Hutchison, Mrs. Townshend stated that the Community Planner with Dover Air Force Base attended the workshops and the Base has reviewed the maps and the zoning text amendment.

Mr. Hare moved to refer Proposed Ordinances #2013-01 and #2013-02 to the Planning Commission for a Public Hearing on February 19, 2013 and to set a Public Hearing before City Council on March 11, 2013 at 7:30 p.m., as recommended by staff. The motion was seconded by Mr. Bonar and unanimously carried.

In accordance with Section 1-9 of the Dover Code, Council acknowledged the First Reading of the Zoning Ordinance Amendments as read by the City Clerk, by title only, as follows:

> ORDINANCE #2013-01 - AMENDING APPENDIX B - ZONING, ARTICLE 3 - DISTRICT REGULATIONS, SECTION 22 - AIRPORT ENVIRONS OVERLAY ZONE (AEOZ)
>
> 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

FIRST READING - PROPOSED ORDINANCE #2013-04

During their review of Proposed Ordinance #2013-04 - Amending Chapter 22 -Buildings and Building Regulations, Article X - Rental Dwellings, along with several proposed amendments, Council moved to refer the Proposed Ordinance back to the Legislative, Finance, and Administration Committee for further review and the First Reading was not held.

COUNCIL MEMBERS ANNOUNCEMENTS

Mr. Hare advised members that he attended the Volunteer Firemen's Annual Banquet last Saturday. He noted that the Number 1 volunteer responded to 345 calls and the Number 10 volunteer responded to 231 calls. Mr. Hare stated that the citizens and Council members should be very thankful for the very committed volunteer Fire Company.

Noting that the unfunded pension liabilities are a significant challenge for the City, Mr. Perza suggested that a comprehensive plan to address the expenses be developed.

Mr. Anderson announced that a local community meeting would be held regarding the Wells Fargo Grant on Thursday, January 31, 2013 at 7:00 p.m. at Bibleway Temple Church, 54 South Kirkwood Street, Dover. He noted that this grant would affect anyone who owns property, lives, or has a business downtown, as well as the future of Dover.

By unanimous consent, the Meeting Adjourned at 9:45 P.M.

TRACI A. McDOWELL
CITY CLERK

All orders, ordinances, and resolutions adopted by City Council during their Regular Meeting of January 28, 2013 are hereby approved.

CARLETON E. CAREY, SR.
MAYOR

/TM
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Exhibits
Exhibit #1 - Correspondence Received from Deputy City Solicitor Pepper (The Green)
Exhibit #2 - Map of the Lawn Area of The Green
Exhibit #3 - Correspondence from John Garey
Exhibit #4 - Copy of the Draft Preservation and Conservation Easement
Exhibit #5 - Correspondence from Kent County Tourism to Senator Thomas Carper
Exhibit #6 - Correspondence from Henry Horsey
Exhibit #7 - Staff Amendment (SA)#1 to Ordinance #2013-04
Exhibit #8 - Staff Amendment (SA)#2 to Ordinance #2013-04
Exhibit #9 - Dover Organization of Employees (DOE) Labor Contract Tentative Agreement

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Douglas B. Catts
William D. Fletcher, Jr.
Craig T. Eliassen
William W. Pepper Sr.
Crystal L. Carey*
Scott E. Chambers*
Fred A. Townsend III
Noel E. Primos
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Middletown, Delaware 19709
Telephone (302) 378-1697
Fax (302) 378-1659

January 28, 2013

Scott Koenig, P.E.
City Manager
City of Dover
P.O. Box 475
Dover DE 19903

RE: Ownership of The Green

Dear Scott:

You asked me to determine who owns The Green.

As we all know, the English King acquired the mid-Atlantic region of the United States by conquest. To satisfy a debt, King Charles II granted a charter to William Penn for what became known as Pennsylvania. The three counties on the Delaware were part of the charter. In 1683, Penn directed that the town of Dover be laid out. An eight hundred acre tract known as “Brother’s Portion“ was warranted to John Walker and Richard Walker in 1680. The brothers also purchased the Indian title to the tract from Christian the Indian who claimed ownership of essentially what is now all of Kent County. In 1684, John Walker, the sole remaining owner, conveyed whole tract to William Southbee (Southby) of Philadelphia. Southbee sold 200 acres of the tract to Richard Wilson. A February 4, 1694 deed conveys "Brother's Portion" to the "inhabitants of Kent County." Kent County was in existence. In 1694, the State of Delaware did not exist; Delaware did not separate from Pennsylvania until June 15, 1776. The City of Dover did not yet exist. It was the grant to lay out Dover that led to the deeds

in the chain of title. Using the reasoning of the Supreme Court in City of Cincinnati v. White's Lessee, 31 U.S. 431 (1832), I conclude that title rests in the City of Dover.
Moreover, I believe that the doctrine of adverse possession would also vest title in the City. The City has used The Green for various activities, including Old Dover Days and the summer series of Concerts on The Green. The City has regulated the use of The Green.

Please contact me if you have any questions.

Very truly yours,

William W. Pepper Sr.

WILLIAM W. PEPPER SR.



EXHIBIT #2
Regular Council Meeting of 01/28/2013

City of Dover
RECEIVED
JAN 22 2013
CITY MANAGER/MAYOR

JOHN R. GAREY, P.A.
Attorney At Law

48 The Green
Dover, Delaware 19901

Bus.: (302) 744-9290
Fax: (302) 744-9410
www.johnrgarey.com

RECEIVED
JAN 22 2013
OFFICE OF THE CITY CLERK

HAND DELIVERED

January 22, 2013

The Honorable Carlton Carey
City of Dover
P.O. Box 475
Dover, DE 19903

Scott Koenig, City Manager
City of Dover
P.O. Box 475
Dover, DE 19903

RE: ***Proposal to grant an Historical Easement for The Green to the U.S. Park Service***

Dear Sirs:

On Monday, January 14th, I first became aware of a proposal for the City of Dover to grant an historical easement to the United States Park Service for the Dover Green . I have since become aware that this proposal to grant an historical easement to the Dover Green to the Federal Government has been planned for a significant period of time. The plan is to combine the Dover Green with the Woodlawn Property north of Wilmington and the New Castle Green to create a National Monument in Delaware. Although the U.S. Department of the Interior has indicated the City of Dover will benefit, there has been no specific benefit that the Federal Government can point to that the citizens of Dover do not enjoy at this time.

Notwithstanding the extensive and lengthy negotiations that have previously taken place between the City and the Federal Government, neither I nor a number of other residents and property owners on the Green received any notice the City was contemplating such a transfer.

As an adjacent property owner, I am concerned how the proposed easement will affect my property rights, either now or in the future. I believe I speak for a number of similarly situated property owners. I am fearful the proposed easement will affect my property with regard to the following issues:

1. Property Taxes
2. Insurance Rates
3. Parking on the Green
4. Maintenance and upkeep
5. Restrictions on Use
6. Restrictions on Exterior Appearance

At the announcement on January 14th and the City Council meeting later that night, the representative from the Interior Department, Molly Ross, indicated she would provide the documents for the proposed plan within a couple of days. It is now eight days later and no documents have yet been provided. With a public meeting scheduled for 5:00 P.M. on Wednesday, January 23rd, failure to provide the promised documents has left me with insufficient time for a thorough review prior to the meeting. I also point out the public meeting was only scheduled due to the outcry from the property owners and residents living on the Green.

Please accept this letter as a request for all documents, to include but not limited to, letters, emails, memos, minutes, proposals and responses, touching on the Federal Government's request for an Historical Easement over the downtown Dover Green to be provided forthwith. The failure to provide the requested documents in a timely fashion may result in further legal action. Moreover, legal action may be instituted notwithstanding, due to the City's failure to properly notify the adjacent owners, in conjunction with the time table currently scheduled for the property right transfer.

In closing, let me reiterate my desire to review all documents regarding the proposed transfer to make an informed decision regarding this change to the Dover Green. Please provide them forthwith. Thank you.

Very Truly Yours,

John R. Garey, Esquire

pc: The Honorable Anne H. Reigle
James E. Liguori, Esquire
Troy Windham
Joseph McDaniel
Terry Jackson
Constantine Malmburg, Esquire
Carolyn Forbes, Vice-President, GFWC-DSFWC
Nick Rodriquez, City Solicitor
File

PRESERVATION AND CONSERVATION EASEMENT DEED

THIS PRESERVATION AND CONSERVATION EASEMENT DEED, made as of the ____ day of _____, 20__, by and between the City of Dover ("Grantor") with offices at 15 Loockerman Plaza, Dover, Delaware 19901 and the United States of America, acting by and through the Secretary of the Interior and National Park Service ("Grantee"), with offices at 1849 C Street NW (2540), Washington, D.C. 20240.

WITNESSETH:

WHEREAS, Grantor is owner in fee simple of certain real property located in the City of Dover County of Kent, State of Delaware, comprising the open public lawn area known as The Green, dating from circa 1717, identified on Kent County maps as parcel identification #'s ED05-077.09-04-64.00 and ED05-077.09-05-27.00, and more particularly described in Exhibit A **[to be described as only within inside curb of surrounding road and NOT to include State Street right-of-way including adjacent sidewalks]** attached hereto and incorporated herein (hereinafter "the Property" or "The Green");

WHEREAS, the Secretary of the Interior is authorized to accept the relinquishment of tracts of land or so much thereof as may be necessary for the proper care and management of objects of historic or scientific interest in behalf of the Government of the United States;

WHEREAS, because of its historic and cultural significance, the Property was designated by the City of Dover as a local Historic District in 1961 and included in the Dover Green Historic District in the National Register of Historic Places on May 5, 1977 (77000383);

WHEREAS, Grantor and Grantee recognize the historic and cultural values (hereinafter "conservation and preservation values") and significance of the Property, and have the common purpose of conserving and preserving the aforesaid conservation and preservation values and significance of the Property;

WHEREAS, the Property's conservation and preservation values are documented in a set of reports, drawings, and photographs (hereinafter, Baseline Documentation) incorporated herein by reference, which Baseline Documentation the parties agree provides an accurate representation of the Property as of the effective date of this grant (in the event of any discrepancy between the two counterparts produced, the counterpart retained by Grantee shall control);

WHEREAS, the Baseline Documentation shall consist of the following: **[list documents and materials to be identified or prepared]**

WHEREAS, the grant of a preservation and conservation easement by Grantor to Grantee on the Property will assist in preserving and maintaining the Property and its historic and cultural features for the benefit of the people of the United States of America;

WHEREAS, the grant of a preservation and conservation easement by Grantor to Grantee on the Property is intended to provide the Grantee such control as may be necessary for the proper care and management of objects of historic or scientific interest located thereon;

WHEREAS, to that end, Grantor desires to grant to Grantee, and Grantee desires to accept, a preservation and conservation easement (hereinafter, the "Easement") in gross in perpetuity on the Property.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, terms, conditions, and restrictions contained herein, and without monetary consideration, the receipt and sufficiency of such consideration being hereby acknowledged, Grantor does hereby voluntarily release, remise, relinquish, and grant unto the Grantee a preservation and conservation easement in gross in perpetuity over the Property described in Exhibit A.

1. **Purpose.** It is the Purpose of this Easement to assure that the historic, cultural and associated features of the Property will be retained and maintained forever substantially in their current or better condition for conservation and preservation purposes, to prevent any use or change of the Property that will significantly impair or interfere with the Property's conservation and preservation values, and to allow the Grantee to manage the Property for purposes consistent with the Act of August 25, 1916 (39 Stat. 535, codified at 16 U.S.C. §1 et seq.) (the "National Park Service Organic Act") as such Act may be amended or recodified, and section 2 of the Act of June 8, 1906 (34 Stat. 225, 16 U.S.C. § 431) (the "Antiquities Act").

2.1 **Grantor's Covenants: Covenant to Maintain.**

(a) Grantor agrees at all times to maintain The Green in the same or better condition as that existing on the effective date of this Easement. Grantor's obligation to maintain shall require replacement, repair, and/or reconstruction by Grantor whenever necessary to preserve The Green in the same or better condition as that existing on the date of this Easement.

(b) Grantor's obligation to maintain shall also require that the Property's landscaping be maintained in good/better appearance with substantially similar plantings, vegetation, and natural screening to that existing on the effective date of this Easement. The existing lawn areas shall be maintained as lawns, regularly mowed.

2.2 **Grantor's Covenants: Prohibited Activities.** The following acts or uses are expressly forbidden on, over, or under the Property:

(a) No sidewalks or walkways shall be removed. Nothing shall be erected or allowed to grow on the Property which would impair the visibility of the Property from the street level or other public rights of way for more than 60 days.

(b) The Property shall not be divided or subdivided in law or in fact and the Property shall not be devised or conveyed except as a unit. For the purposes of this Easement the term "subdivision" shall include a long term lease or other use of any portion of the Property that creates the characteristics of a subdivision of the property, as determined in the sole discretion of the Grantee. The term "subdivision" shall also include division into condominium or cooperative interests or the partition of undivided interests in the property.

(c)The dumping of trash, rubbish, ashes, or any other unsightly or offensive materials is prohibited on the Property.

2.3 **Grantor's Covenants: Grantee's Rights.**

Notwithstanding the obligations of the Grantor hereunder, the Grantee is also authorized, but not obligated, to undertake such actions to maintain, repair, or restore the Property, without reimbursement, as Grantee deems necessary or appropriate for the proper care and management of objects of historic or scientific interest located thereon. Grantee shall provide reasonable notice and consult with Grantor prior to exercising this right.

Grantee is authorized to allow persons affiliated with educational organizations, professional associations, and historical societies to enter the Property to study the Property. In addition, Grantee may make photographs, drawings, or other representations documenting the significant historical and cultural character and features of the Property and may use or publish them (or authorize others to do so). Furthermore, Grantor agrees that Grantee may, but is not obligated to, provide programs for the public on the Property to interpret the conservation and preservation values of The Green.

3.1 **Conditional Rights Requiring Approval by Grantee.** The following acts are prohibited except with the prior express written approval of the Grantee, which approval may be withheld or conditioned in the sole discretion of Grantee:

(a) Grantor shall not erect or place on the Property for more than 60 days any buildings or structures, including but not limited to, sheds, barns, and similar ancillary structures, or any non-building structures such as utility transmission lines (subject to utility easements already recorded), satellite receiving dishes, antennas, cellular communications transmitters, or similar electronic frequency receiving or emitting devices, flagpoles, fences, walls, wind turbines, solar panels or other similar devices, tents, mobile homes or trailers, dumpsters, storage containers, camping accommodations, or other similar structures.

(b) Grantor shall not erect or allow to be erected any permanent external signs or external advertisements except: (i) such plaque permitted under Paragraph 19 of this Easement; or (ii) a sign stating solely the name and/or address of the Property and owner.

(c) Grantor shall not make substantial topographical changes, such as, by example, excavation for the construction of roads, swimming pools, and recreational facilities. Grantee, at its discretion, may as a condition of granting approval, require Grantor, at Grantor's cost, to perform an archaeological survey to identify and determine the significance of archaeological deposits. If archaeological deposits are identified, then Grantee may deny or conditional approval of topographical changes as appropriate. As applicable, additional archaeological protections may be included, such as that Grantor shall take all reasonable precautions to protect archaeological deposits, sites, or features on the Property, and that archaeologically significant deposits, sites, or features on the Property shall not be intentionally disturbed or excavated except by or under the supervision of a professionally qualified archaeologist retained by Grantor, and an archaeological plan approved by the Grantee.

(d) Grantor shall not cut down or remove any live tree located on the Property without prior written approval by Grantee unless it is diseased, damaged, or constitutes a public hazard.

(e) Grantor shall not change the use of the Property from current uses of the Property without approval by the Grantee. Grantee will not approve any new proposed use unless it can determine that

the new proposed use: (i) does not impair the significant conservation and preservation values of the Property; and (ii) does not conflict with the Purpose of this Easement.

3.2 **Review of Grantor's Requests for Approval.**

(a) Pursuant to Paragraph 3.1, Grantor shall submit in writing to Grantee for Grantee's approval information (including plans, specifications, and designs where appropriate) together with a specific request identifying the proposed activity. In addition, Grantor shall also submit to Grantee a timetable for the proposed activity which is sufficient to permit Grantee to monitor such activity. Grantor shall not make changes or take any action subject to the approval of Grantee unless expressly authorized in writing by an authorized representative of Grantee.

(b) Grantee reserves the right to consult with governmental agencies, nonprofit preservation and conservation organizations, and other advisors deemed appropriate by the Grantee, concerning the appropriateness of any activity proposed under this Easement.

(c) All approval rights of the Grantee shall be exercised in the reasonable discretion of Grantee. Grantee agrees to use its reasonable efforts to respond to any written request of Grantor not later than thirty (30) days following receipt by Grantee of Grantor's request. Failure of Grantee to respond to Grantor within the thirty (30) day period shall not, however, be deemed to constitute approval of Grantor's request. Nothing in this subparagraph is intended to avoid or override any requirements, substantive or procedural, that may apply to the Grantee under applicable federal law before such approval may be provided.

(d) In the event that the Grantor does not implement any approval granted pursuant to Paragraphs 3.1 and 3.2, for a period of one (1) year, such approval shall be void. Grantor may resubmit the request for approval; however, such approval may be given or denied in the sole discretion of the Grantee.

4. **Standards for Review.** In exercising any authority created by this Easement to inspect the Property; to review any alteration, repair, or maintenance; or to review casualty damage, Grantee shall apply the following standards (hereinafter "the Secretary's Standards"), as they may be amended from time to time: For walkways and sidewalks *The Secretary of the Interior's Standards for Rehabilitation* (36 C.F.R. § 67.7) and the guidelines referenced therein; and, for landscapes: *The Secretary of the Interior's Guidelines for Rehabilitating Cultural Landscapes*.

5. **Grantor's Reserved Rights Not Requiring Further Approval by Grantee.** Subject to the provisions of Paragraphs 2.1, 2.2, and 3.1, the following rights, uses, and activities of or by Grantor on, over, or under the Property are permitted by this Easement and by Grantee without further approval by Grantee:

(a) the right to engage in all those acts and uses that: (i) are permitted by governmental statute or regulation; (ii) do not substantially impair the conservation and preservation values of the Property; and (iii) are not inconsistent with the Purpose of this Easement and the Secretary's Standards.

(b) the right to continue all manners of existing use and enjoyment of the Property, including but not limited to the maintenance, repair, and restoration of paths with the use of same or similar sur-

face materials; the right to maintain existing utility lines, walkways and steps; the right to cut, remove, and clear grass or other vegetation and to perform routine maintenance, landscaping, horticultural activities, and upkeep, consistent with the Purpose of this Easement.

(c) Notwithstanding any other provision of this Easement, the right to conduct, permit and approve events to take place on the Property that would be consistent with the Purpose of this Easement. Grantor shall have the right and ability to conduct or allow events and activities on The Green without the necessity of obtaining any approvals from Grantee, including but not limited to the following: all activities associated with Dover Days; the City's program of Concerts on The Green; historical and cultural interpretation; private receptions; and other activities consistent with Chapter 74 – Parks and Recreation, and Chapter 98 – Streets, Sidewalks, Storm Sewers and Other Public Places, Section 98-9 – Use of Dover Green, of the Dover Code as such Code is now written and as it may be updated or revised.

6. **Public Access.** Grantor shall make the Property accessible to the public 365 days per year, provided that Grantor reserves the right to decrease the number of days based on the availability of funds appropriated by the City Council for the City of Dover for such purpose. Such access may be subject to reasonable time, place, and manner restrictions to ensure security of the Property and safety of the visitors.

7. **Casualty Damage or Destruction.** In the event that the Property or any part thereof shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement, or other casualty, Grantor shall notify Grantee in writing within fourteen (14) days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Property and to protect public safety, shall be undertaken by Grantor without Grantee's prior written approval.

8. **Review After Casualty Damage or Destruction.** If, after reviewing the notice provided in Paragraph 7, Grantor and Grantee agree that the Purpose of the Easement will be served by such restoration/reconstruction, Grantor and Grantee shall establish a schedule under which Grantor shall complete the restoration/reconstruction of the Property in accordance with plans and specifications consented to by the parties.

9. **Insurance.** This section removed.

10. **Indemnification.** This section removed.

11. **Taxes.** This section removed.

12. **Written Notice.** Any notice which either Grantor or Grantee may desire or be required to give to the other party shall be in writing and shall be delivered by one of the following methods: by overnight courier postage prepaid, facsimile transmission, registered or certified mail with return receipt requested, or hand delivery:

if to Grantee, at Regional Director, Northeast Region, National Park Service
200 Chestnut Street, Philadelphia, Pennsylvania 19106

if to Grantor, at City Manager, City of Dover
P.O. Box 475, Dover, DE 19903

Each party may change its address set forth herein by a notice to such effect to the other party.

13. **Evidence of Compliance.** Upon request by Grantor, Grantee shall promptly furnish Grantor with a certification that, to the best of Grantee's knowledge, Grantor is in compliance with the obligations of this Easement, or that otherwise describes the status of this Easement to the extent of Grantee's knowledge.

14. **Inspection.** With appropriate prior notice to Grantor, Representatives of Grantee shall be permitted at all reasonable times to inspect the Property.

15. **Grantee's Remedies.** Grantee may, following reasonable written notice to Grantor, institute suit(s) to enjoin any violation of the terms of this easement by ex parte, temporary, preliminary, and/or permanent injunction, including prohibitory and/or mandatory injunctive relief, and to require the restoration of the Property to the condition and appearance that existed prior to the violation complained of in the suit. Grantee shall also have available all legal and other equitable remedies to enforce Grantor's obligations contained in this instrument.

Exercise by Grantee of one remedy hereunder shall not have the effect of waiving or limiting any other remedy, and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

Grantor agrees that if it does not maintain the Property and its landscaping as covenanted in section 2.1 above, Grantee shall have the right but not the obligation to perform such maintenance activities.

16. **Notice from Government Authorities.** Grantor shall deliver to Grantee copies of any notice of violation relating to the Property received by Grantor from any government authority within five (5) days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice or lien where compliance is required by law.

17. **Notice of Proposed Sale.** Grantor shall promptly notify Grantee in writing of any proposed offer to sell the Property or of any listing of the Property for sale and provide the opportunity for Grantee to explain the terms of the Easement to the real estate listing agent and potential new owners prior to sale closing.

18. **Liens.** This section removed.

19. **Plaque.** Grantor agrees that Grantee may provide and maintain a plaque on the Property, which plaque shall not exceed 24 by 24 inches in size, giving notice of the significance of the Property and the existence of this Easement.

20. **Runs with the Land.** Except as provided in Paragraphs 8 and 23.2, the obligations imposed by this Easement shall be effective in perpetuity and shall be deemed to run as a binding servitude with the Property. This Easement shall extend to and be binding upon Grantor and Grantee, their respective successors in interest and all such persons in the future claiming under or through Grantor

and Grantee; the words "Grantor" and "Grantee" when used in this instrument shall include all such persons. Any right, title, or interest granted in this instrument to Grantee also shall be deemed granted to each successor and assign of Grantee and each following successor and assign; the word "Grantee" shall include all such successors and assigns.

An owner of the Property shall have no obligation pursuant to this instrument when such owner shall cease to have any ownership interest in the Property by reason of a bona fide transfer. The restrictions, stipulations, and covenants contained in this Easement shall be inserted by Grantor, verbatim or by express reference, in any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title to or any lesser estate in the Property or any part thereof, including by way of example and not limitation, a lease of all or a portion of the Property.

21. **Assignment.** This section removed.

22. **Recording and Effective Date.** Grantor shall do and perform at its own cost all acts necessary for the prompt recording of this instrument in the records of the Kent County, Delaware, Recorder of Deeds. Grantor and Grantee intend that the restrictions arising under this Easement take effect on the day and year this instrument is so recorded.

23.1 **Percentage Interests.** This section removed.

23.2 **Extinguishment.** In making this grant, Grantor has considered the possibility that uses prohibited by the terms of this Easement may become more economically valuable than permitted uses and that neighboring properties may in the future be put entirely to such prohibited uses. It is the intent of the Grantor and Grantee that any such changes will not be deemed to be circumstances justifying the termination, extinguishment, or modification of this Easement. In addition, the inability of Grantor, or its successors or assigns to conduct or implement any or all of the uses permitted under the terms of this Easement, or the unprofitability of doing so, will not impair the validity of this Easement or be considered grounds for its termination, extinguishment, or modification.

23.3 **Condemnation.** This section removed.

24. **Interpretation.** The following provisions shall govern the effectiveness, interpretation, and duration of the Easement.

(a) Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of Property shall not apply in the construction or interpretation of this Easement, and this instrument shall be interpreted broadly to effect its Purpose and the transfer of rights and the restrictions on use contained in this instrument.

(b) This instrument may be executed in two counterparts, one of which may be retained by Grantor and the other, after recording, to be retained by Grantee. In the event of any disparity between the counterparts produced, the recorded counterpart shall in all cases govern.

(c) The invalidity or unenforceability of any provision of this instrument shall not affect the validity or enforceability of any other provision of this instrument or any ancillary or supplementary agreement relating to its subject matter.

25. **Amendment.** If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Easement. Any such amendment shall be consistent with the protection of the conservation and preservation values of the Property and the Purpose of this Easement; shall not affect its perpetual duration; shall not permit additional development on the Property other than the development permitted by this Easement on its effective date; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural, historic and cultural values protected by this Easement. Any such amendment shall be recorded in the records of the Kent County, Delaware, Recorder of Deeds . Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

26. **Effect on Surrounding Properties.** Nothing contained in this easement shall affect in any manner whatsoever the rights and abilities of owners of the properties surrounding the Property to use or develop their properties in any manner consistent with applicable local law.

THIS EASEMENT reflects the entire agreement of Grantor and Grantee. Any prior or simultaneous correspondence, understandings, agreements, and representations are null and void upon execution of this agreement, unless set out in this instrument. Grantor acknowledges that this Easement affects important legal rights and obligations of Grantor, including the rights and obligations of Grantor's successors and assigns, and that Grantor has had the opportunity to consult with knowledgeable legal counsel of Grantor's own choosing prior to execution of the Easement.

GRANTOR, for itself, its successors and assigns, does hereby covenant with the Grantee and its assigns that Grantor is lawfully seized and possessed of the herein described Property in fee simple; that the same is free and clear of all encumbrances (except for covenants, easements, and restrictions of record, if any); that Grantor has the right to convey this Easement.

GRANTOR, notwithstanding any provision to the contrary herein, shall not be required to expend any sum in excess of appropriations made by the City Council for the City of Dover or administratively allocated for the purpose of compliance with the conditions of this Easement; this Easement shall not bind Grantor under any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations; and nothing in this Easement may be considered as implying that the City Council for the City of Dover will at a later date appropriate funds sufficient to meet deficiencies.

GRANTEE, notwithstanding any provision to the contrary herein, shall not be required to expend any sum in excess of appropriations made by Congress or administratively allocated for the purpose of compliance with the conditions of this Easement; this Easement shall not bind Grantee under any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations; and nothing in this Easement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies.

TO HAVE AND TO HOLD, the said Preservation and Conservation Easement, unto the said Grantee and its successors and permitted assigns forever. This **PRESERVATION AND CONSERVATION EASEMENT DEED** may be executed in two counterparts and by each party on

a separate counterpart, each of which when so executed and delivered shall be an original, but both of which together shall constitute one instrument.

IN WITNESS WHEREOF, Grantor and Grantee have set their hands under seal on the days and year set forth below.

CITY OF DOVER

By: _____
Name: _____
(SEAL) Title: _____

ATTEST

By: _____
Name: _____
Title: _____

STATE OF DELAWARE)
) ss.
COUNTY OF KENT)

Signed and attested before me on _____, 2013, by _____ and
(Month and Day) (Signatory)
_____.
(Attestor)

Notary Public: _____
Print Name: _____
(SEAL) My commission expires: _____

GRANTEE ACCEPTANCE

The undersigned is duly authorized to and does hereby accept this Deed on behalf of the United States of America on this _____ day of _____, 2013.

UNITED STATES OF AMERICA

By: _____
Rachel McManus, Acting Realty Officer
Northeast Region Realty Division
National Park Service
United States Department of the Interior

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF MIDDLESEX)

On this _____ day of _____, 2013, before me, the undersigned notary public, personally appeared RACHEL McMANUS, proved to me through satisfactory evidence of identification, which was a driver's license or other state or federal governmental document bearing a photographic image, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily in her stated capacity for its stated purpose in Lowell, Massachusetts.

Notary Public: _____

Print Name: _____

(SEAL) My commission expires: _____

SCHEDULE OF EXHIBITS

A. Property Description **[to be described as only within inside curb of surrounding road and NOT to include State Street right-of-way including adjacent sidewalks]**
B. Baseline Documentation

Kent County & Greater Dover
DELAWARE
Convention and Visitors Bureau

January 24, 2012

The Hon. Thomas R. Carper, U.S. Congressman
The Office of Thomas R. Carper
500 West Loockerman Street, Suite 470
Dover, DE 19904

Dear Congressman Carper:

On behalf of the Board of Directors for Kent County Tourism, we are pleased to support your efforts to name The Green in Dover a national monument.

We support your efforts to obtain a historical easement to name The Green a national monument of the National Park System.

We believe this designation will call national attention to The Green, which been the site of history-in-the-making for 300 years. The Green is a special place for many including us, serving as a headquarters for the Dover Days Festival for the past 80 years – yes, we are celebrating our 80-year milestone in 2013!

Please know that we are behind your efforts and appreciate all that you do on behalf of Delaware, Dover, and for tourism in the First State. Please don't hesitate to call upon us should there be anything else we can do to support this effort.

Sincerely,

Cynthia S. Small

Cynthia S. Small
Executive Director

435 N. DuPont Highway Dover, DE 19901 | 302-734-1736 | 1-800-233-KENT | Fax 302-734-0167 | www.visitdover.com

Stein, Jody

From: Henry Horsey <horseyhenry8th@gmail.com>
Sent: Wednesday, January 16, 2013 4:22 PM
To: City Clerks Office
Subject: addendum to my letter of 1/15

I. I have now been informed that by consenting to a Federal "National Monument" designation the City will not be divesting itself of continuing and exclusive responsibility for the Dover Green- its management,care,upkeep, uses and protection, including its trees.
Assuming these assertions are the true facts, I will retract par 4 of my letter and the last sentence of par 2.

However I await timely receipt by Council and by the affected property owners on the Green of the written specifics of the consequences of the federal designation and the full terms of the proposed agreement from the appropriate federal agency- in advance of any final action by Council on the proposal and for our prior review and a timely right to be heard on the subject.

Sincerely,

Henry R. Horsey

January 16,2013

Rehoboth Beach,De. #5 StockleySt., 302-227-1145 and 314-991-3247 (after 1/18/13)

RECEIVED
JAN 16 2013
OFFICE OF THE CITY CLERK

Mayor and Council
City of Dover
City Hall, East Loockerman St.
Dover

January15,2013

Subject: Council's action on the Green's designation as a federal landmark

Sirs:

Having just read today's State News' article on the earlier proceedings to approve the action by the Federal government-subject to a public hearing in less than 30 days, I write to express my misgivings - both procedural and substantive.

1. Your action to approve was apparently based on nothing more than an oral presentation of a representative of one federal agency of her views of the proposal- the details of which have not been reduced to writing and made available to Council- and simply a representation that you should have the specifics in writing before the meeting.
2. That process is far too casual and not a "due process" for the residents affected. Not only you- but they- should be provided all the specifics of the consequences of your designating the Green a "National Monument"- and then time for both you and they to understand those consequences- all well before the holding of a public meeting. Question: Who will then become responsible for management of the Green, the care of its trees and permitted use of the Green ?
3. I am the owner of the building designated the site of the "Golden Fleece Tavern"- saved from destruction by my grandparents, Henry & Mabel Ridgely in 1926. My family is also the owner through an LLC of The Ridgely House & Gardens- the only remaining private properties on the east side of the Green. I think I have more concern for the consequences of the proposed action than you do.
4. You should also not consider that the City can, or should, divest itself of further responsibility for the care, upkeep and protection of the Dover Green by passing The Green off to the Federal Government.
5. On a related subject: your recent action of approving name changes of historic streets leading to The State House and the State Court Houses and the Green-by deleting "Court Street" and "Wm Penn"Street and replacing them with the name "Martin Luther King". That was surprisingly done by you in total ignorance of Dover's history and its founder, Wm Penn ! Your reported reasoning for doing so- "that fewer current businesses would be affected"- was simply ludicrous and irresponsible. How could you be so thoughtless of the consequences to Dover's history ? That action speaks louder than words for your disrespect for Dover's history. MLK played no role in either the founding of Dover or in its history- past or present.

Renaming the west Dover Elementary School(William Henry) for him would be far more appropriate. Did you ever think about that- and rethink the error of your ways on striking storied names from our city streets ? Just take the time to read the historic plaque opposite City Hall on Dover's founding and then right a wrong by way of an admission.

Sincerely,

Henry R. Horsey
#5 Stockley St.,
Rehoboth,De.,19971
302-227-1145

cc Delaware State News
Wilmington News/Journal

CITY OF DOVER
SA 1 TO
ORDINANCE #2013-04

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

That Ordinance #2013-04 be amended by deleting lines 145 through 149 and inserting the following in its place:

(a) The following crime free lease addendum violations shall require that the property owner or manager initiate immediate eviction:

1) Any arrest for a Felony;

2) Three or more arrests for Class A Misdemeanors within a 12-month period; or

3) Other arrests, where the Chief of Police recommends eviction due to the frequency or nature of the arrests.

(b) Upon notification by the Chief of Police that eviction 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. 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 Inspection, prior to suspension of the rental permits.

(c) The following actions may be grounds for suspension of the rental permits in accordance with Section 22-352:

1) The failure of the property owner or property manager to initiate and prosecute with effect eviction proceedings following notification by the City that the terms of the crime free housing lease addendum have been violated, or

2) The failure of the property owner or property manager to attend the required crime free housing seminar.

SYNOPSIS

The proposed amendment would specify the process for required eviction and rental permit suspension for non-compliance.

CITY OF DOVER
PROPOSED SA #2
TO ORDINANCE #2013-04

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

That Ordinance #2013-04 be amended by deleting the word “near” on lines 129 and 131 and replacing it with “within 500 feet of”.

ADOPTED: *

SYNOPSIS

The proposed amendment would specify that criminal activity within 500 feet would be a violation of the crime free lease addendum.

Action History
January 28, 2013 – Introduced at City CounciL

City of Dover and DOE Tentative Agreement January 13, 2013

Term of Agreement:
3 years

Severe Weather:
Employees will not be advanced comp-time. Shall the employee have no accumulated vacation or comp-time leave; the employee will be placed on leave without pay.

The operating hours of the library on the weekend will be taken into consideration when determining if the City will close due to severe weather.

Overtime:
Sick leave will not be considered for overtime purposes.

Benefits for Part-time Employees:
Employees hired on or after July 1, 2012 will be eligible for benefits (sick and vacation leave, bereavement leave, health, vision and LID) if they are regularly scheduled for 30 or more hours per week.

Vacation Sell Back:
The amount of leave available for sell back has been coordinated with the actual accrual amounts.

Regular Full Time

# of vacation days earned per year	# of days eligible to sell
15	5
21	5
24	10
27	10

Regular Part Time

7.5	2.5
10.5	2.5
12	5
13.5	5

Sick Leave:
Leave will be recorded in 15 minute increments.

Vacation Leave:
Leave will be recorded in 15 minute increments.

Salaries:
A $600 taxable and non-pensionable bonus will be paid the first pay period following Union ratification and City Council approval, the first pay period in August 2013 and the first pay period in December 2013. The bonus will be paid to active employees on record at the time of contract signing and continue to be active at the time of payment. Employees on terminal leave will not be eligible for the bonus. Any employee hired after the signing of the contract will not be eligible for any of the bonuses.

Effective July 1, 2014, the salary/progression table as presented in Exhibit A will be implemented and employees will advance to the next step. Employees will automatically advance to the next step on July 1 of each year.

Library Pages:
All Library Pages hired following the ratification and City Council approval of the labor agreement will be classified as labor grade six (6). Labor grade six (6) is a new grade and is reflected on the proposed salary table.

Health Care:
Effective March 1, 2013, employees will be responsible for 9.5% of the total monthly individual coverage health care premium. Effective July 1, 2013, employees will be responsible for 15% of the total monthly individual coverage health care premium. Effective March 1, 2013, employees other than those electing individual coverage, will be responsible for 15% of the total monthly health insurance premium for their coverage and dependent coverage.

Retirement Health Care:
Any employee retiring after May 31, 2013 will be responsible for 15% of the total monthly premium for the health plan the employee elects.

Terminal Leave/Lump Sum:
Sick Leave Sell Back
Employees hired prior to 7/1/12, a maximum of 100 sick days can be added to the unused vacation time and converted to terminal leave. Employees hired on or after July 1, 2012, a maximum of 75 days of sick days can be added to the unused vacation time and converted to terminal leave. The same limits apply for employees electing to receive a lump-sum payment for accumulated sick leave.

Notice Requirement:
In order to qualify for terminal leave, an employee must request leave a minimum of 30 days prior to the employee's retirement. The same notice is required for retirements in which a cash payout is requested.

Terminal Leave as it Relates to Holidays:
Employees on terminal leave shall be required to use accumulated leave for holidays.

Safety Shoes:
An annual non-pensionable, taxable payment of $125 will be provided to all employees required to wear safety shoes. No receipts will be required nor will an account be established to provide assistance to employees.

Grievance Procedure:
The meetings required in Steps 1 and 2 of the grievance process shall be coordinated with the Human Resources Director, and the Human Resources Director shall be permitted to participate in the meetings.

Exhibit A

Hourly Pay Scale — **2% Increase Across the Board Starting at Step 14**

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
6	$7.50	$7.65	$7.92	$8.20	$8.49	$8.74	$9.00	$9.27	$9.55	$9.84	$10.14	$10.44	$10.75	$10.97	$11.19	$11.41	$11.64	$11.87	$12.11	$12.35
7	$10.33	$10.54	$10.91	$11.29	$11.68	$12.03	$12.39	$12.77	$13.14	$13.54	$13.94	$14.36	$14.79	$15.09	$15.39	$15.70	$16.01	$16.33	$16.66	$16.99
8	$10.73	$10.95	$11.33	$11.73	$12.14	$12.51	$12.88	$13.27	$13.66	$14.07	$14.50	$14.93	$15.39	$15.70	$16.01	$16.33	$16.66	$16.99	$17.33	$17.68
9	$11.19	$11.41	$11.81	$12.22	$12.65	$13.02	$13.42	$13.81	$14.23	$14.67	$15.10	$15.55	$16.02	$16.34	$16.67	$17.00	$17.34	$17.69	$18.04	$18.40
10	$11.65	$11.88	$12.30	$12.73	$13.17	$13.57	$13.98	$14.40	$14.83	$15.27	$15.73	$16.20	$16.69	$17.02	$17.36	$17.71	$18.07	$18.43	$18.80	$19.17
11	$12.15	$12.40	$12.83	$13.28	$13.74	$14.16	$14.58	$15.03	$15.48	$15.93	$16.41	$16.91	$17.41	$17.76	$18.11	$18.48	$18.85	$19.22	$19.61	$20.00
12	$12.65	$12.90	$13.35	$13.82	$14.30	$14.73	$15.18	$15.63	$16.10	$16.59	$17.08	$17.59	$18.12	$18.48	$18.85	$19.23	$19.61	$20.01	$20.41	$20.81
13	$13.19	$13.46	$13.93	$14.42	$14.92	$15.38	$15.83	$16.31	$16.80	$17.30	$17.82	$18.36	$18.91	$19.29	$19.67	$20.07	$20.47	$20.88	$21.30	$21.72
14	$13.77	$14.05	$14.54	$15.05	$15.57	$16.04	$16.52	$17.02	$17.53	$18.05	$18.59	$19.15	$19.73	$20.12	$20.53	$20.94	$21.36	$21.78	$22.22	$22.66
15	$14.38	$14.67	$15.18	$15.72	$16.26	$16.75	$17.25	$17.78	$18.30	$18.85	$19.42	$20.00	$20.61	$21.02	$21.44	$21.87	$22.31	$22.76	$23.21	$23.67
16	$15.00	$15.30	$15.83	$16.39	$16.96	$17.47	$18.00	$18.53	$19.09	$19.66	$20.26	$20.86	$21.49	$21.92	$22.36	$22.81	$23.26	$23.73	$24.20	$24.69
17	$15.65	$15.96	$16.52	$17.10	$17.69	$18.23	$18.78	$19.34	$19.92	$20.51	$21.13	$21.76	$22.41	$22.86	$23.32	$23.78	$24.26	$24.74	$25.24	$25.74
18	$16.35	$16.67	$17.26	$17.86	$18.49	$19.04	$19.52	$20.20	$20.80	$21.03	$22.07	$22.74	$23.41	$23.88	$24.36	$24.84	$25.34	$25.85	$26.36	$26.89
19	$17.13	$17.47	$18.08	$18.72	$19.37	$19.95	$20.56	$21.18	$21.81	$22.46	$23.13	$23.83	$24.54	$25.03	$25.53	$26.04	$26.56	$27.09	$27.64	$28.19
20	$17.98	$18.34	$18.99	$19.65	$20.34	$20.94	$21.57	$22.21	$22.89	$23.58	$24.27	$25.01	$25.75	$26.27	$26.79	$27.33	$27.87	$28.43	$29.00	$29.58
21	$18.85	$19.23	$19.90	$20.60	$21.32	$21.96	$22.61	$23.28	$23.98	$24.71	$25.45	$26.21	$27.00	$27.54	$28.09	$28.65	$29.23	$29.81	$30.41	$31.01
22	$19.77	$20.16	$20.87	$21.60	$22.35	$23.02	$23.70	$24.41	$25.15	$25.91	$26.69	$27.49	$28.31	$28.88	$29.45	$30.04	$30.64	$31.26	$31.88	$32.52
23	$20.71	$21.13	$21.87	$22.63	$23.42	$24.14	$24.86	$25.60	$26.37	$27.16	$27.98	$28.82	$29.68	$30.27	$30.88	$31.50	$32.13	$32.77	$33.42	$34.09
24	$21.72	$22.16	$22.93	$23.74	$24.57	$25.30	$26.06	$26.84	$27.65	$28.48	$29.33	$30.22	$31.11	$31.73	$32.37	$33.01	$33.67	$34.35	$35.03	$35.74