LEGISLATIVE, FINANCE, AND ADMINISTRATION COMMITTEE
A G E N D A

OCTOBER 8, 2012 - 6:00 P.M.

CITY HALL COUNCIL CHAMBERS
15 LOOCKERMAN PLAZA
DOVER, DELAWARE

Public comments are welcomed on any item and will be permitted at appropriate times. When possible, please notify the City Clerk (736-7008 or e-mail at CityClerk@dover.de.us) should you wish to be recognized.

AGENDA ADDITIONS/DELETIONS

1. Authorization to Purchase Downtown Security Cameras

2. Revision to Fee Policy - Library Meeting Room Fees

3. Proposal to Develop Pocket Park at 301 South Governors Avenue *(Southeast Corner of South Governors Avenue and North Street)*

4. Proposed Ordinance #2012-22 Amending Chapter 114 - Vegetation, Article II - Weeds (Collection of Grass Cutting Fees)

5. Fund to Combat Violent Crimes - New Grant Program Initiative

6. Adjournment by 7:00 P.M.

/tm
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THE AGENDA ITEMS AS LISTED MAY NOT BE CONSIDERED IN SEQUENCE. THIS AGENDA IS SUBJECT TO CHANGE TO INCLUDE THE ADDITION OR THE DELETION OF ITEMS, INCLUDING EXECUTIVE SESSIONS.

ACTION FORM

PROCEEDING: Legislative, Finance & Administration Committee
DEPARTMENT OF ORIGIN: Mayor's Office **DATE SUBMITTED**: 09/18/2012
PREPARED BY: City Manager's Office
SUBJECT: Authorization to Purchase Downtown Security Cameras
RELATED PROJECT: Prior Camera Installations Downtown
APPROVALS: City Manager / Controller
EXHIBITS: Exhibit A – City of Dover Wireless Camera Expansion Project; Exhibit B – Advantech Proposal & Agreement; Exhibit C – City of Dover Service Plan Proposal from Advantech
EXPENDITURE REQUIRED: $135,400.00 in FY-2013 **AMOUNT BUDGETED**: $ 33,000.00 **FUNDING SOURCE (Dept./Page in CIP & Budget)**: General Fund Capital Budget
TIMETABLE: Estimated completion by the end of the year.
RECOMMENDED ACTION: (1) Authorize staff to sign a contract with Advantech for the purchase and installation of sixteen (16) additional cameras per proposal and agreement 09-1480-5. The total equipment cost is estimated at $135,400. (2) Approve funding using either (a) staff recommendation or the (b) Mayor's recommendation.

BACKGROUND AND ANALYSIS

The Mayor has requested a proposal for the purchase and installation of sixteen (16) additional outdoor security cameras in the downtown area to expand the existing camera network. The proposed locations are as follows:

Expansion #1: $51,675.00 - Five (5) Cameras - Installation Quote from Advantech for New Street & Reed Street, S. Governors Avenue & Reed Street, Loockerman Street & S. Bradford Street, S. Bradford Street & Reed Street

Expansion #2: $24,905.00 - Four (4) Cameras - Installation Quote from Advantech for S. Governors Avenue & North Street and S. New Street & North Street.

Expansion #3 : $21,480.00 - Three (3) Cameras - Installation Quote from Advantech for Reed Street & S. Kirkwood Street, Loockerman Street & Slaughter Street, North Street & Slaughter Street / Jerusalem Way.

Expansion #4 : $29,720.00 - Four (4) Cameras - Installation Quote from Advantech for Division Street & Governors Avenue, Division Street & New Street, Division Street & Queen Street

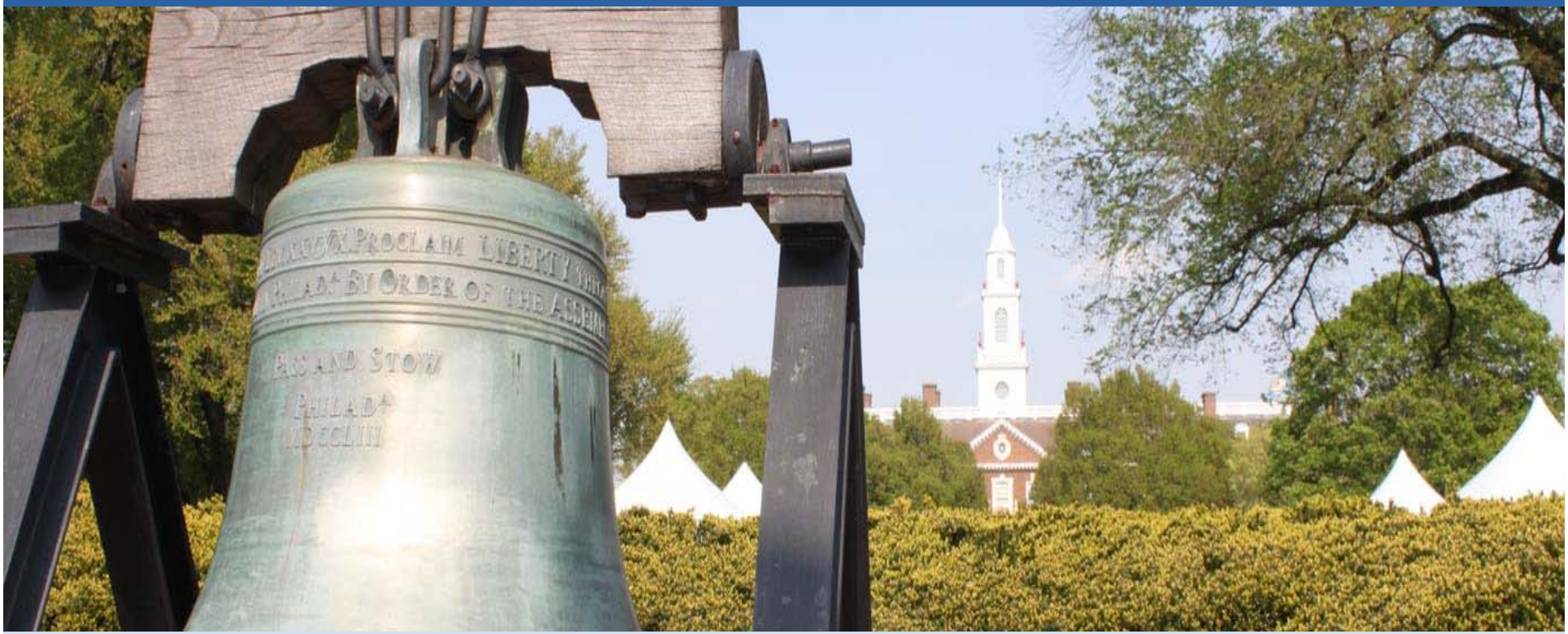
Fiber Installation is estimated to cost $7,620.00 by City of Dover and Goldhorn Electrical

Total Equipment Cost of Proposed Project is $135,400. *(No incremental operating cost, other than the maintenance will be incurred)*

Fiscal Note: The limited warranty for products and installation is effective for one (1) year from the date of the Advantech invoice for the installation. The service plan for this equipment shall commence one (1) year after systems are installed for $9,300 per year. The City will be responsible for any liability incurred on City premises.

The Mayor has requested $135,400 of Community Transportation Funds to swap out with General Fund monies for the cameras. These funds are restricted to non-public safety public works projects. (a) Staff is asking that the City pay for the cameras using $102,400 of General Fund street program carry forward balance and $33,000 that was approved in the Mayor's budget. Staff is making this recommendation based on the forward movement of the General Fund. (b) The Mayor is recommending the total project to be funded using $135,400 of the General Fund street program carry forward balance and his budgeted money be used later for additional cameras and maintenance not included in this quote. The Community Transportation Funds will be used for the Street Program.

City of Dover Wireless Camera Expansion Project

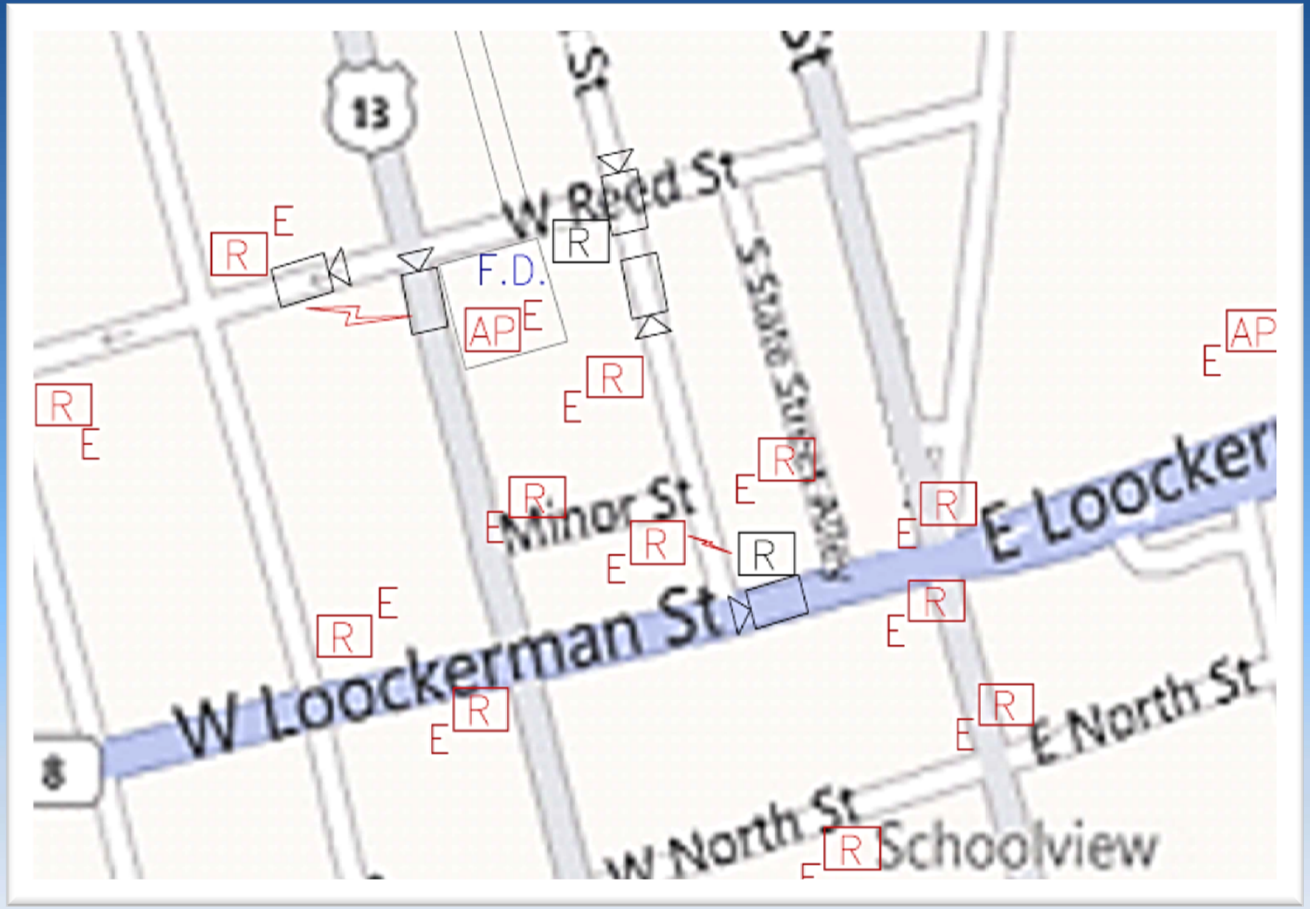


ADVANTECH
INCORPORATED

Expansion #1

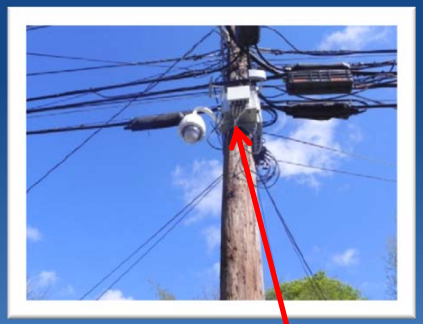
EXPANSION #1 Map

- New and Reed
- Governors and Reed
- Loockerman and Bradford
- Bradford and Reed

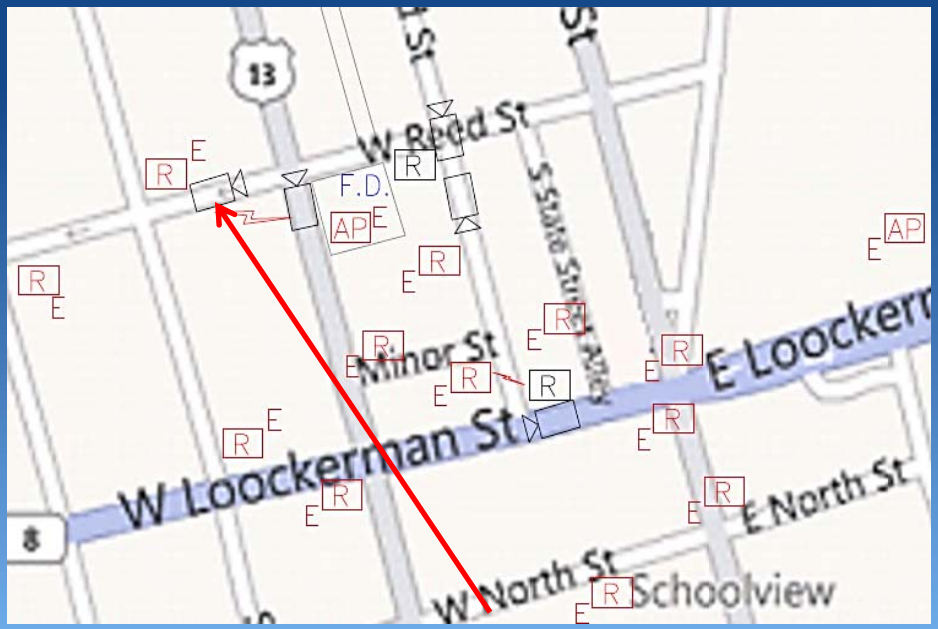


Expansion #1

New and Reed



Fixed 1080p Camera to be installed on pole and connected to existing wireless radio



Map Location



Approximate field of view west

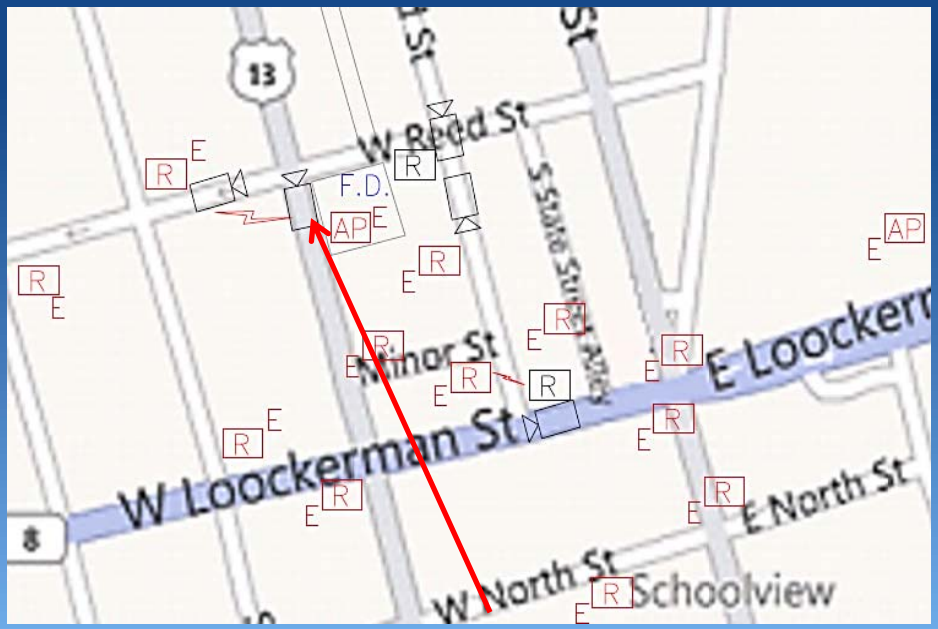
ADVANTECH INCORPORATED

Expansion #1

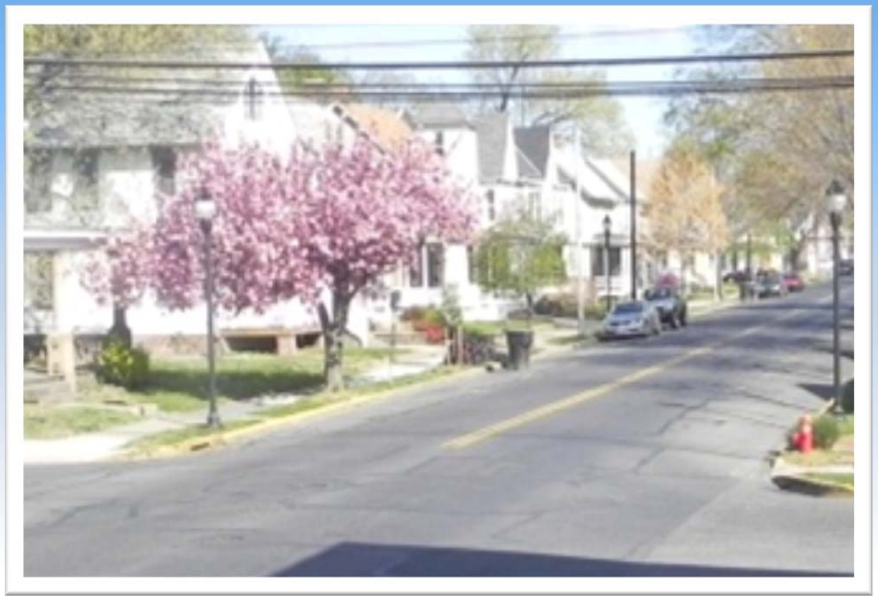
Governors and Reed



Fixed 1080p Camera to be installed on Fire Department



Map Location



Approximate field of view north

ADVANTECH INCORPORATED

Expansion #1

Loockerman and Bradford



Fixed 1080p Camera and one wireless radio to be installed on pole



Map Location



Approximate field of view west

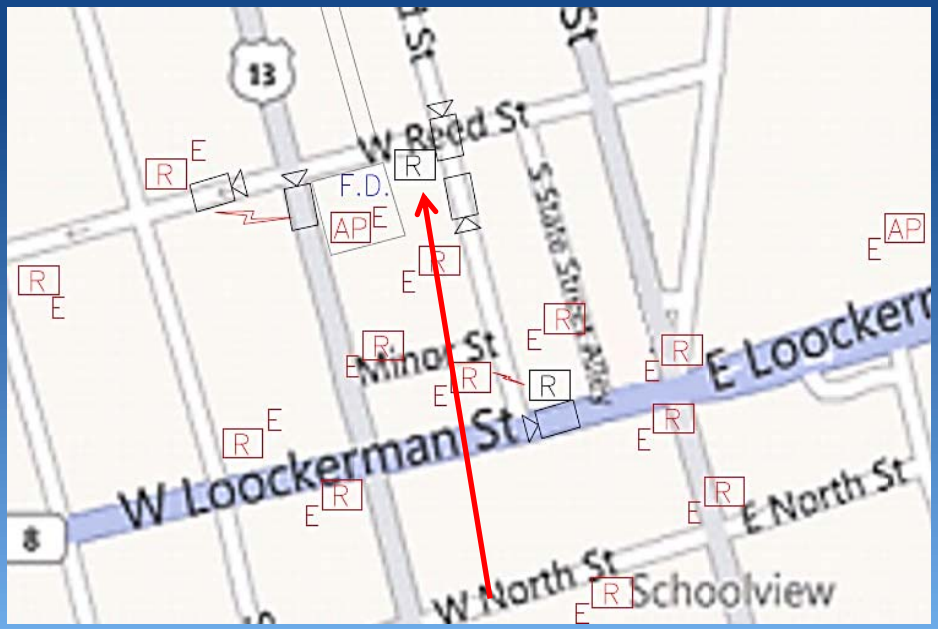
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Expansion #1

Bradford and Reed

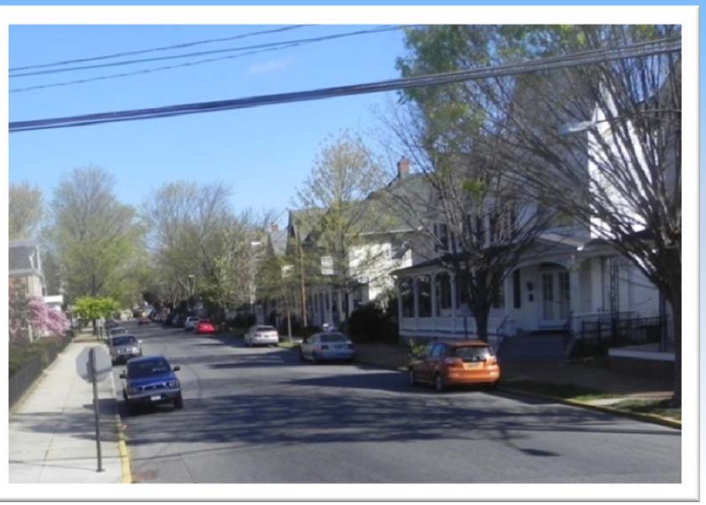


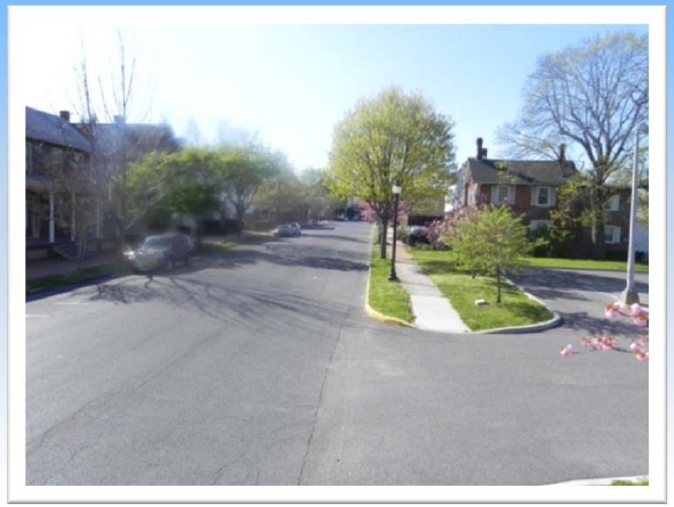
Two Fixed 1080p Cameras and one wireless radio to be installed on pole



Map Location

Approximate field of view north and south



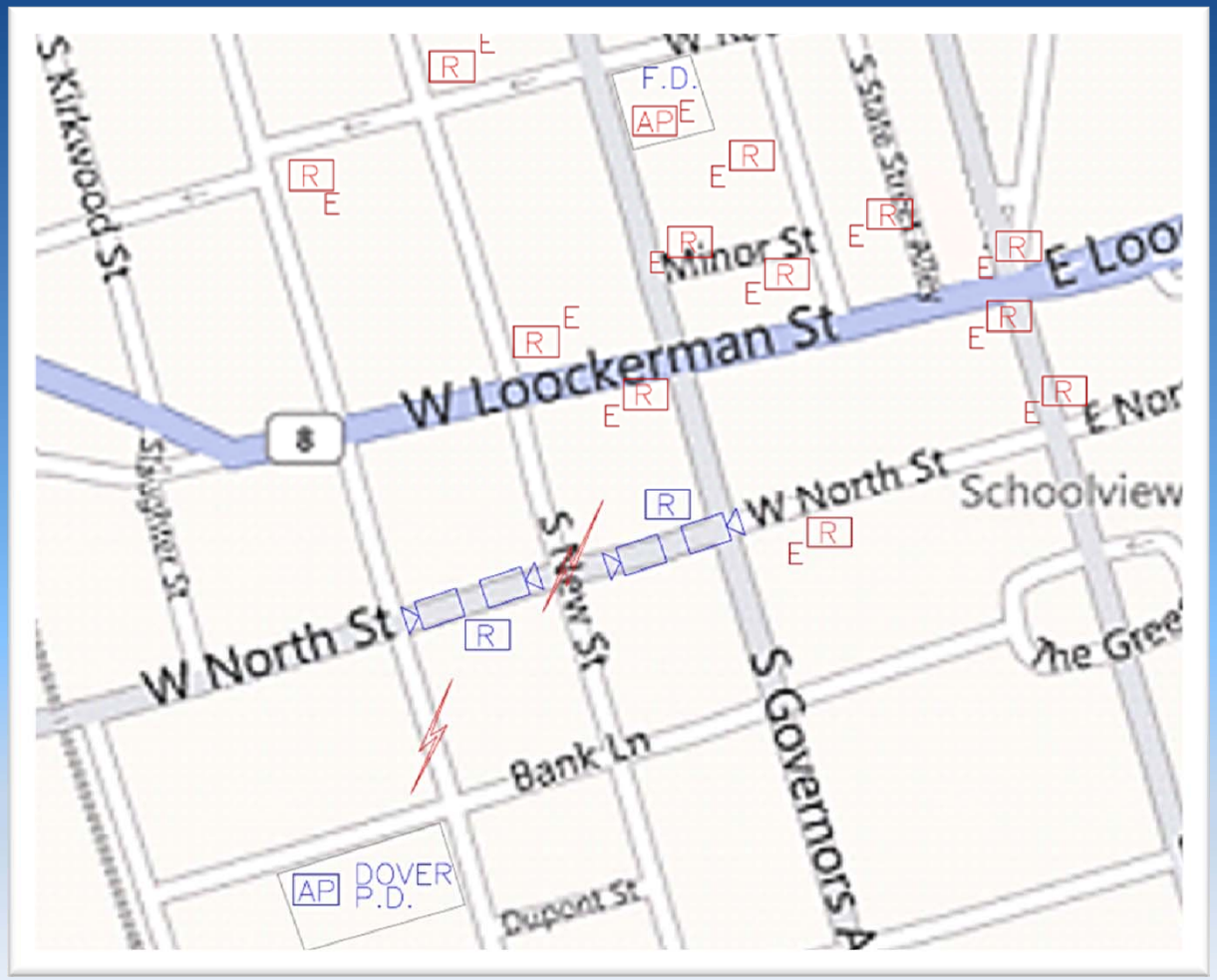


ADVANTECH INCORPORATED

Expansion #2

- Governors and North
- New and North

EXPANSION #2 Map

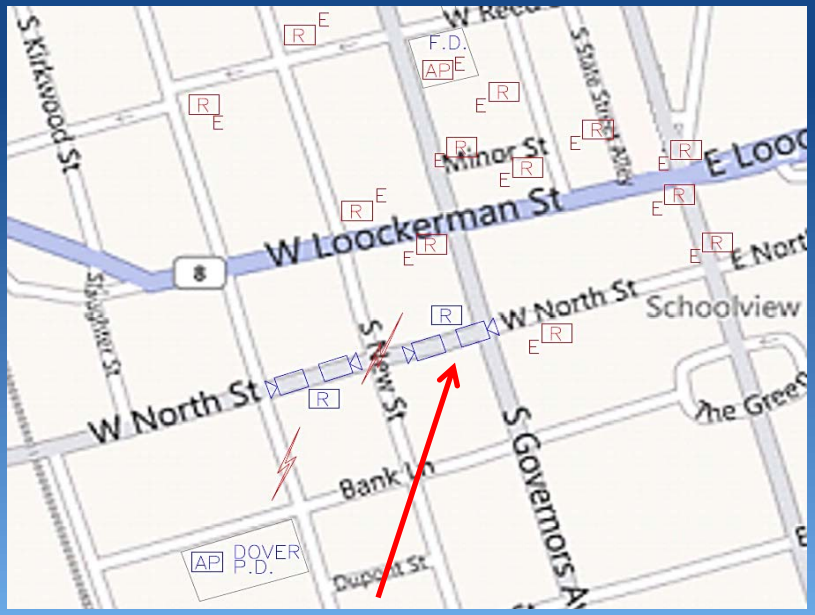


Expansion #2

Governors and North



Two Fixed 1080p Cameras and one wireless radio to be installed on pole



Approximate field of view east and west



Map Location



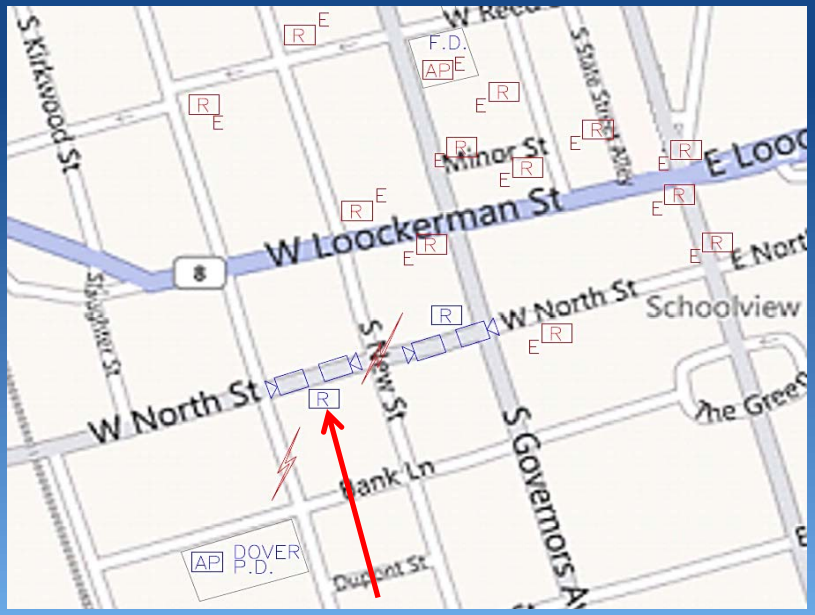
ADVANTECH INCORPORATED

Expansion #2

New and North

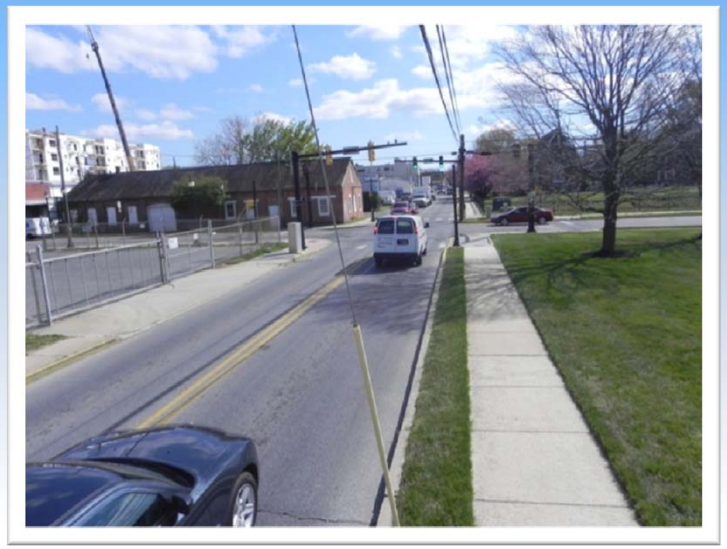


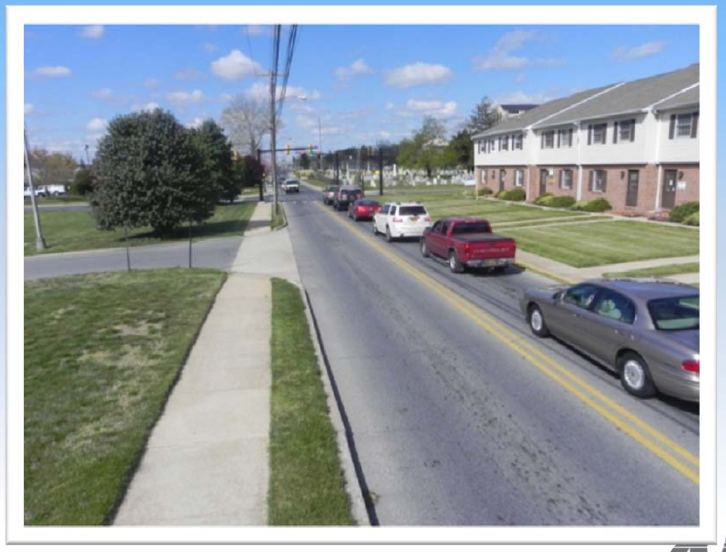
Two Fixed 1080p Cameras and one wireless radio to be installed on pole



Map Location

Approximate field of view east and west



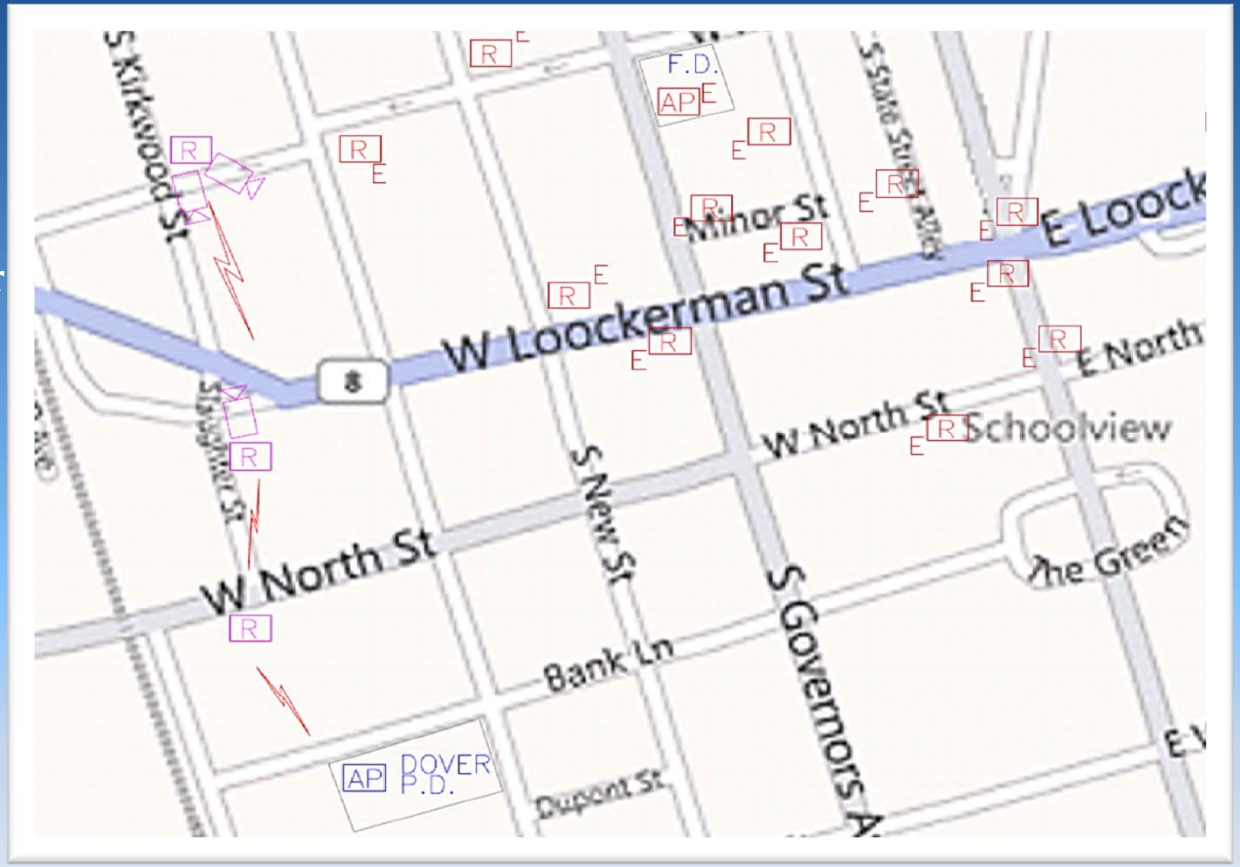


ADVANTECH INCORPORATED

Expansion #3

EXPANSION #3 Map

- Reed and Kirkwood
- Loockerman and Slaughter
- North and Slaughter



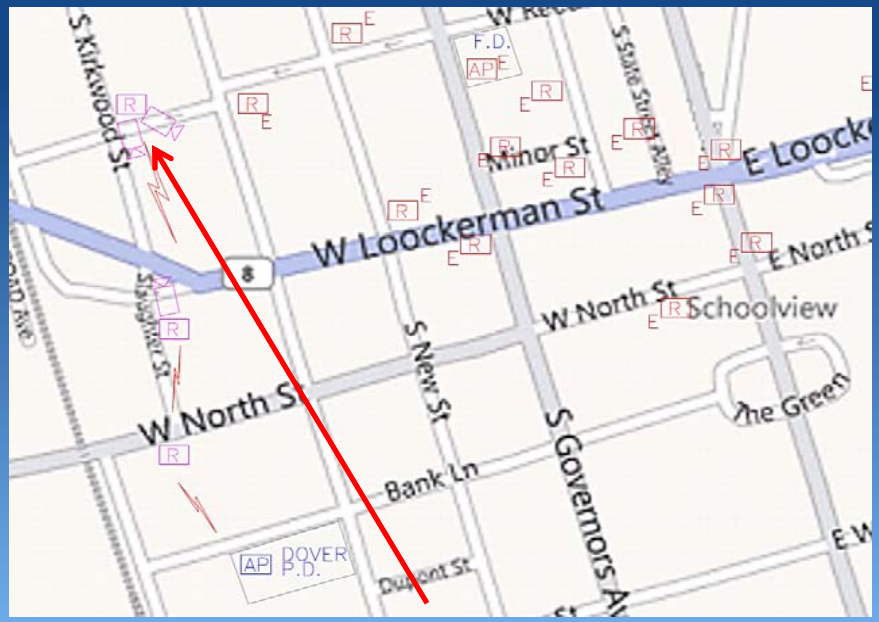
ADVANTECH INCORPORATED

Expansion #3

Reed and Kirkwood (Square Club)



Two Fixed 1080p Cameras and one wireless radio to be installed on pole



Map Location

Approximate field of view of the Square Club and open lot





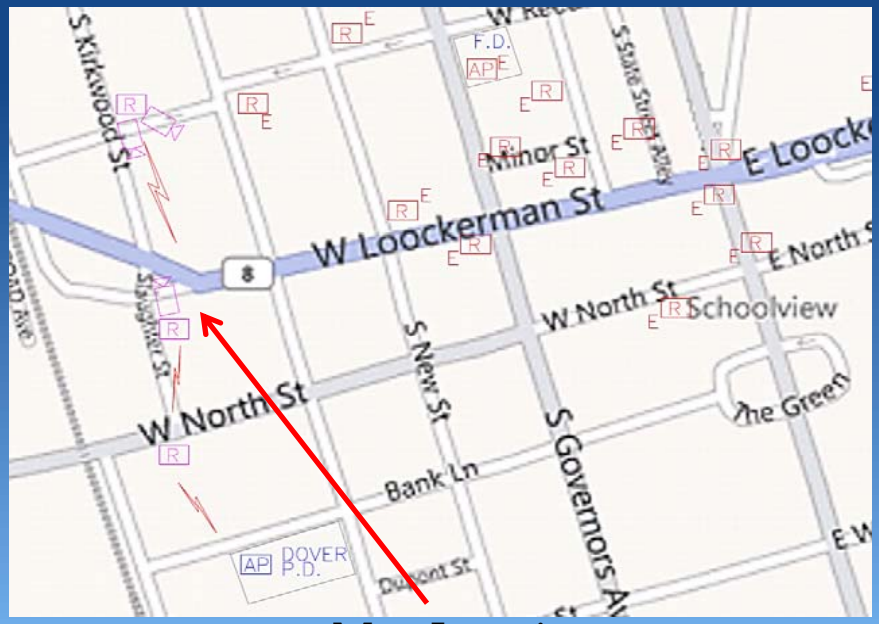
ADVANTECH INCORPORATED

Expansion #3

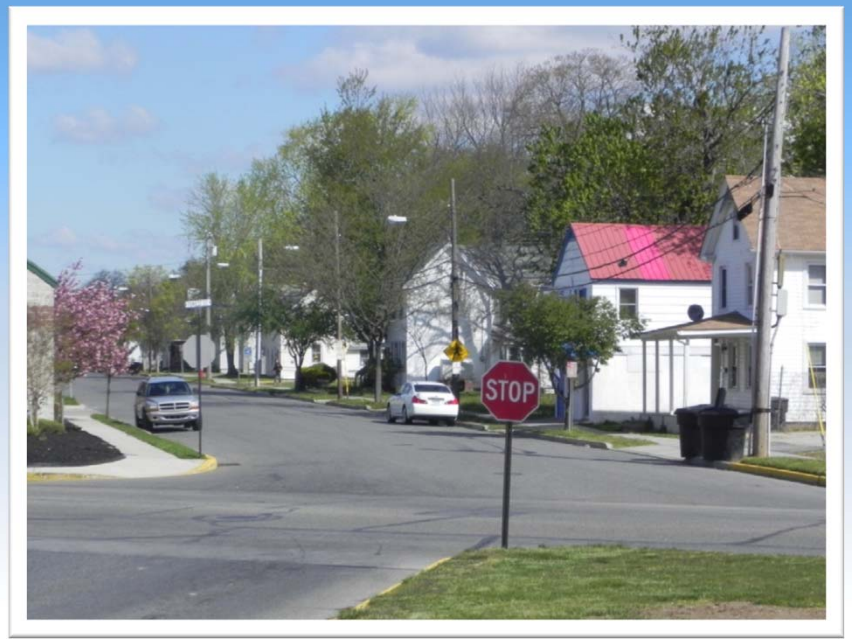
Loockerman and Slaughter (near Duncan Center)



Fixed 1080p Camera and one wireless radio to be installed on pole



Map Location



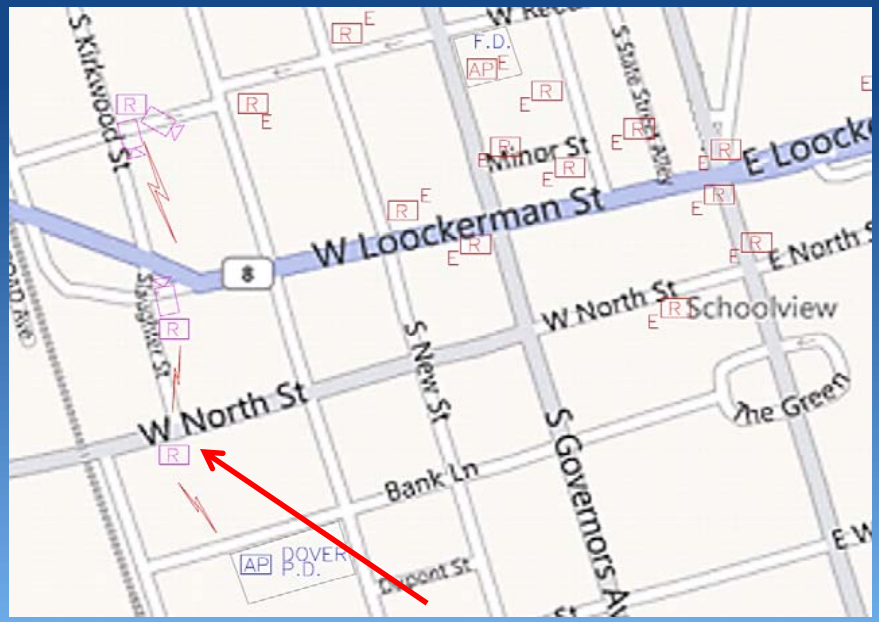
Approximate field of view north

ADVANTECH INCORPORATED

Expansion #3

North and Slaughter/ Jerusalem





Map Location

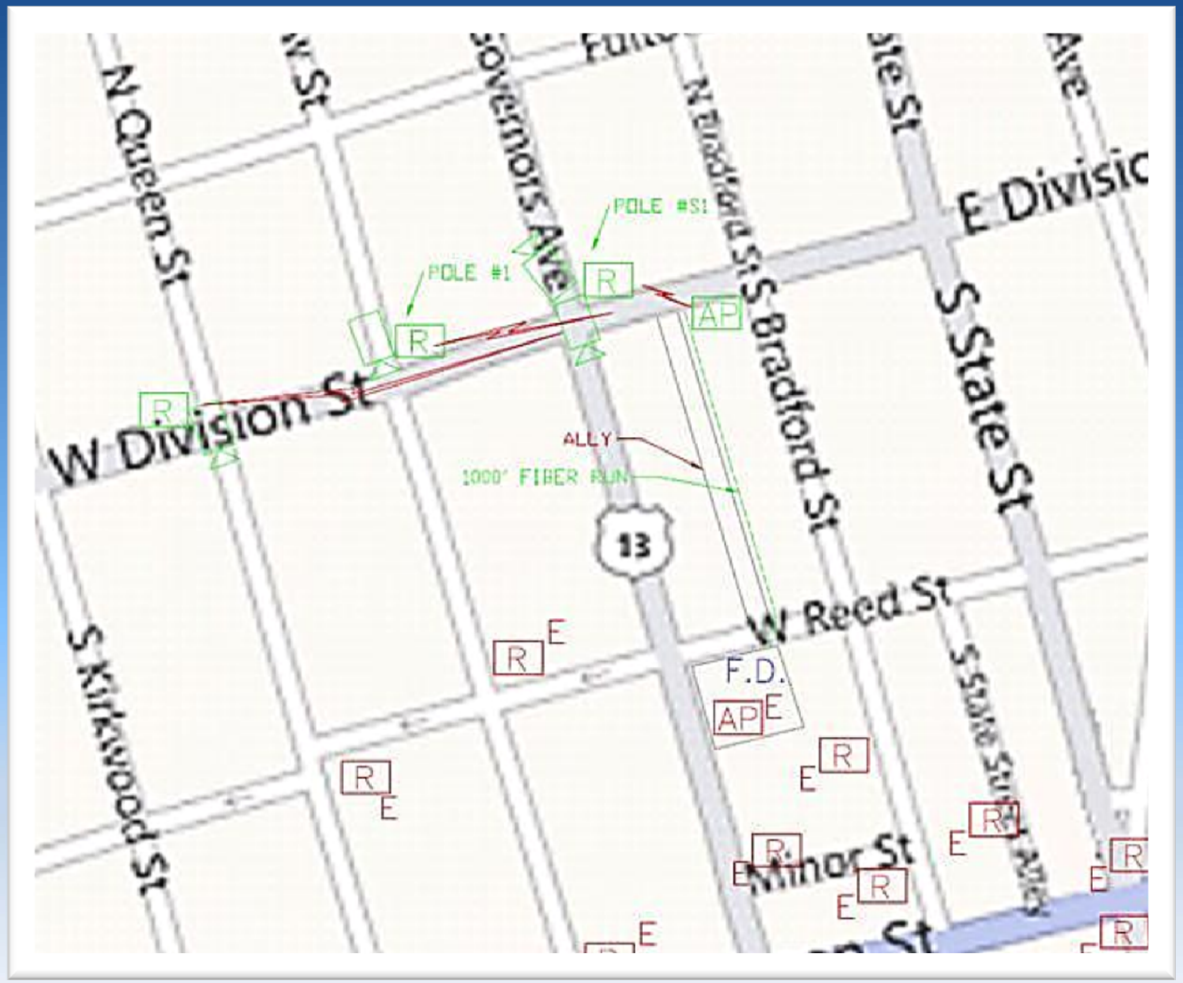
One wireless radio to be installed on pole. This shall allow signal transmission back to the Dover P.D.

ADVANTECH INCORPORATED

Expansion #4

- Division and Governors
- Division and New
- Division and Queen

EXPANSION #4 Map



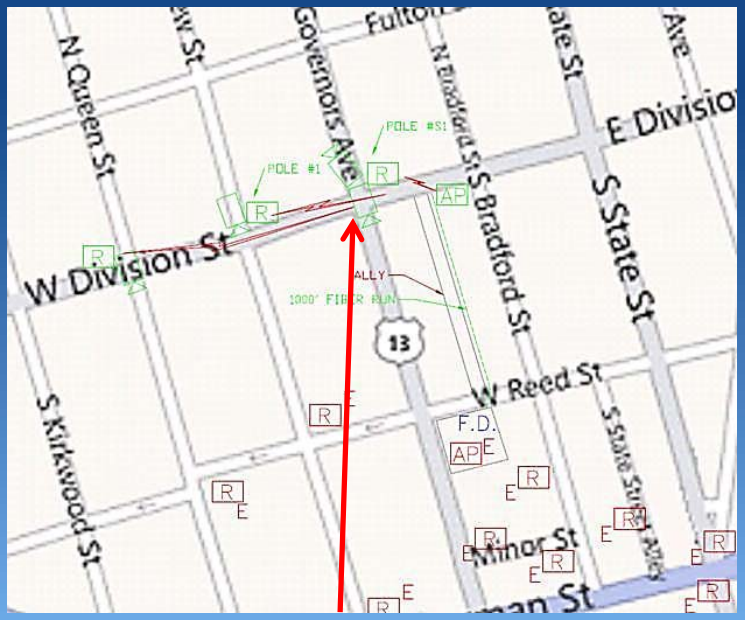
ADVANTECH INCORPORATED

Expansion #4

Division and Governors

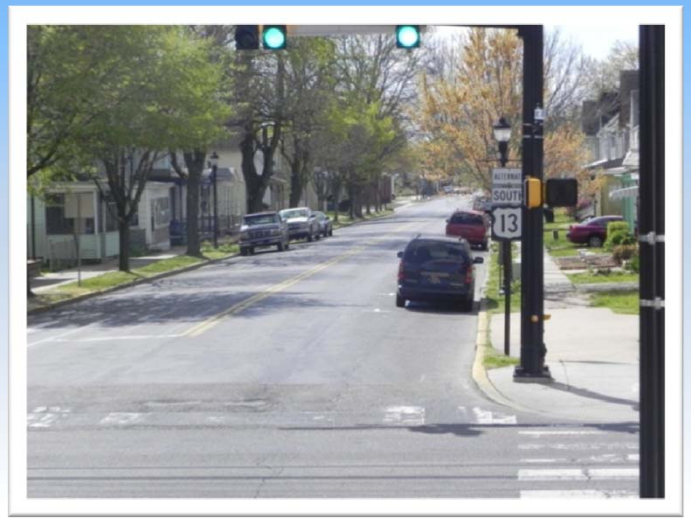


Two Fixed 1080p Cameras and one wireless radio to be installed on pole



Map Location

Approximate field of view of south and north





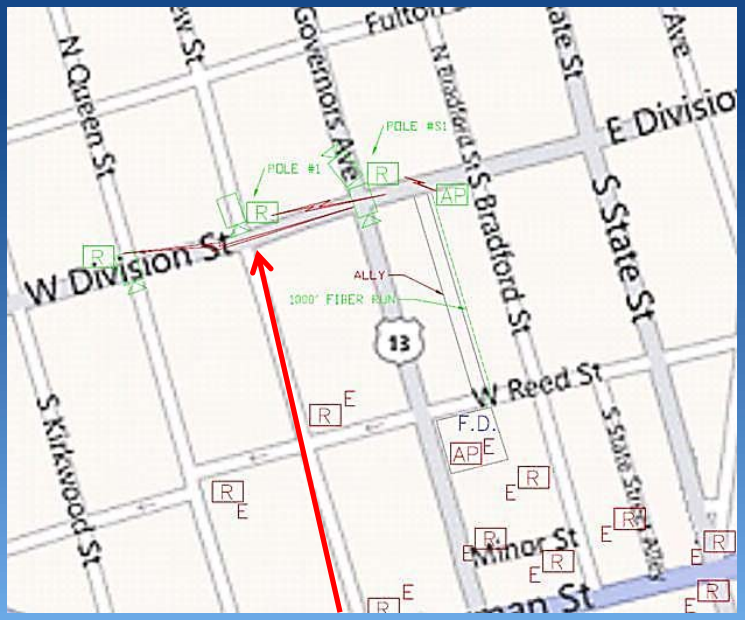
ADVANTECH INCORPORATED

Expansion #4

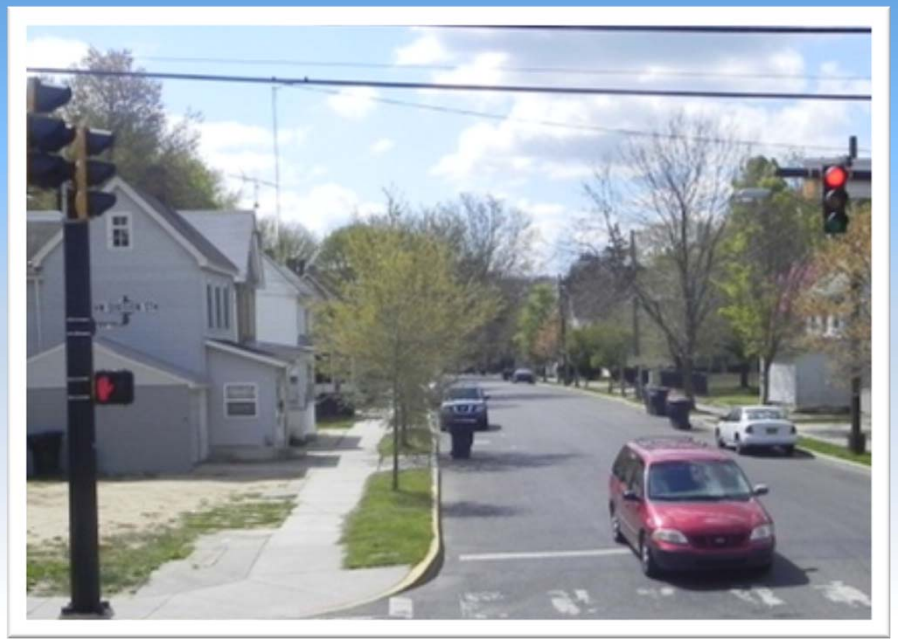
Division and New



Fixed 1080p Camera and one wireless radio to be installed on pole



Map Location



Approximate field of view south

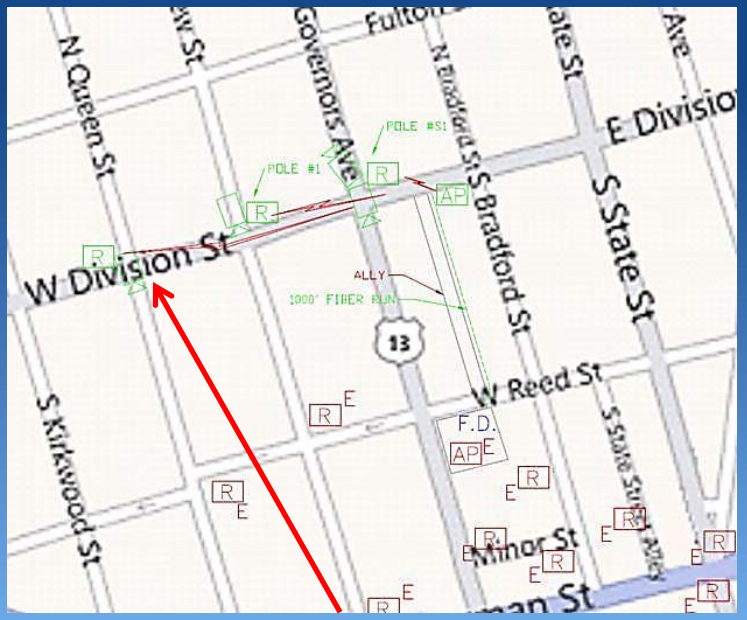
ADVANTECH INCORPORATED

Expansion #4

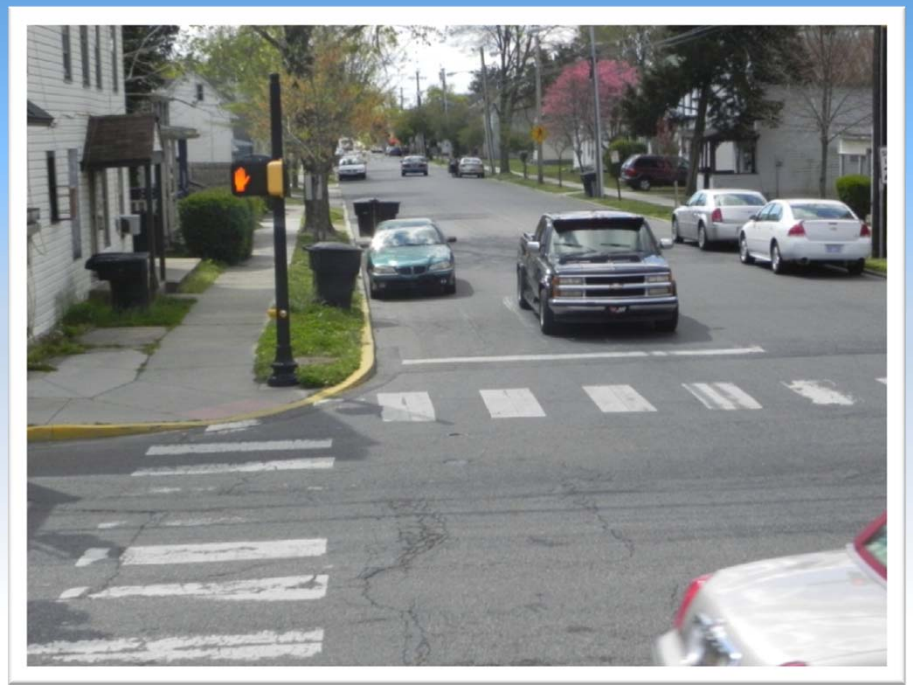
Division and Queen



Fixed 1080p Camera and one wireless radio to be installed on pole



Map Location



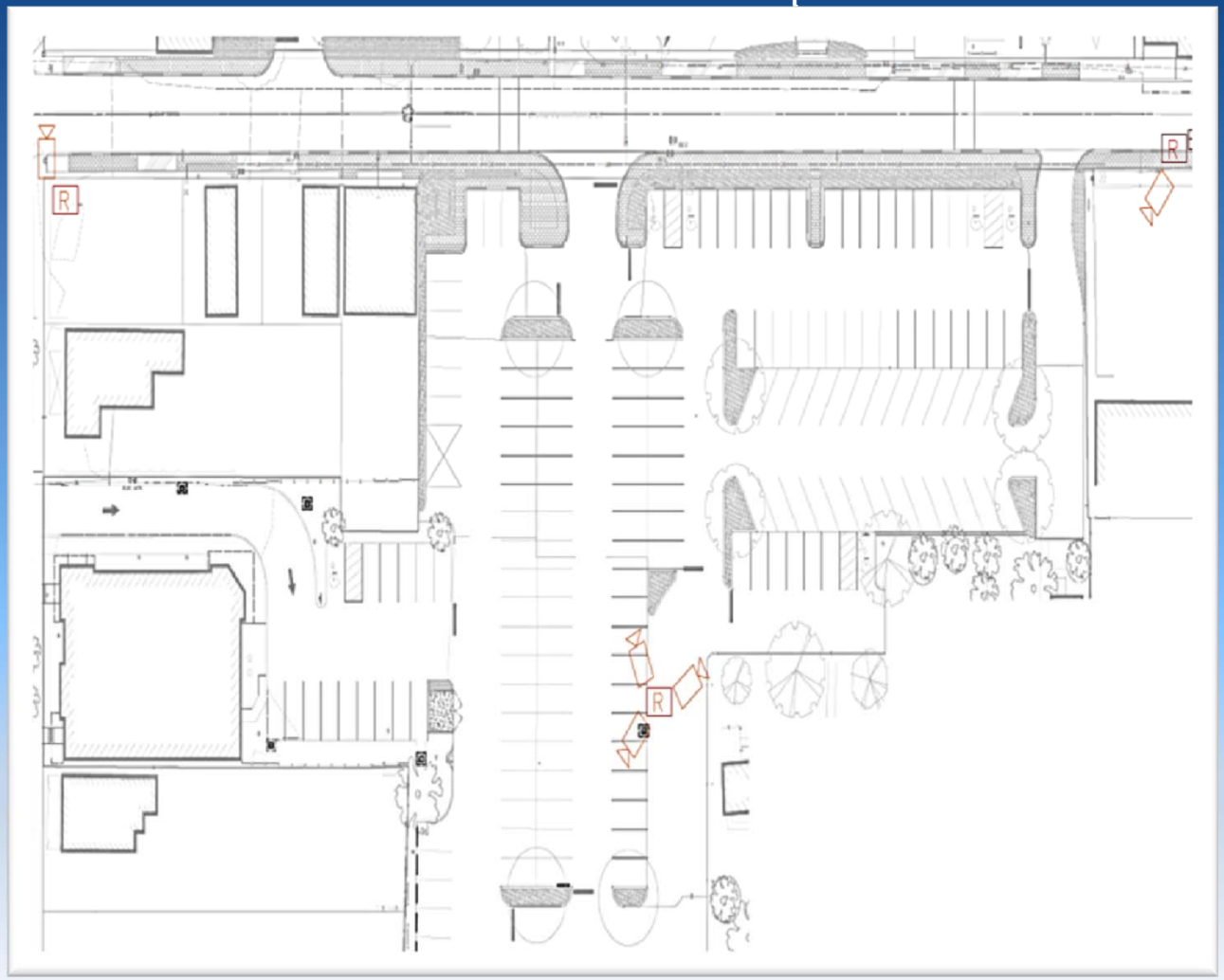
Approximate field of view south

ADVANTECH INCORPORATED

Expansion #5

- North Street Parking Lot

EXPANSION #5 Map

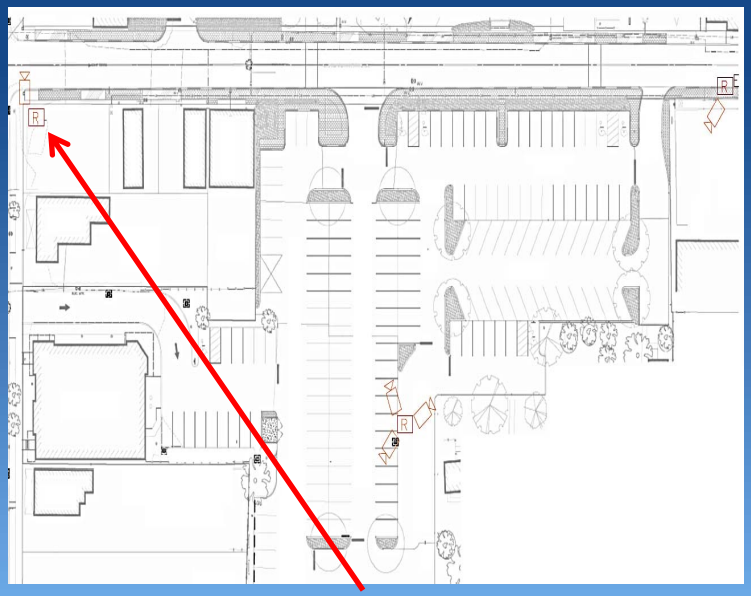


Expansion #5

North Street Walk Through



Fixed 1080p Camera and one wireless radio to be installed on pole



Map Location



Approximate field of view north

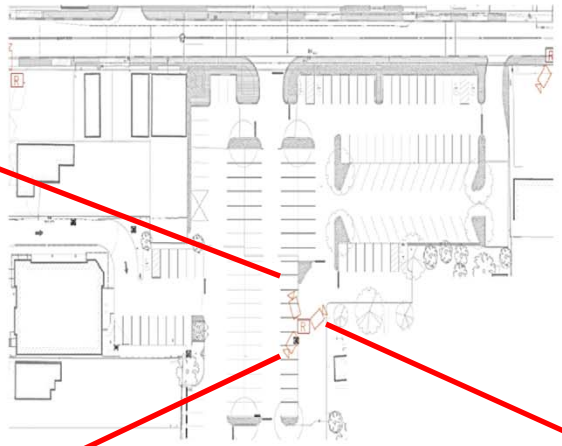
ADVANTECH INCORPORATED

Expansion #5

North Parking Lot











ADVANTECH INCORPORATED

Proposal & Agreement 09-1480-5

ADVANTECH
SECURITY • FIRE • ACCESS • VIDEO
INCORPORATED

DIVISION OF SALES & ESTIMATING

Client Name:	City of Dover
Project Name:	City of Dover Wireless Cameras

Project Location:	15 East Loockerman St. Dover, DE 19901	Date: Project Type:	April 25, 2012 Networked Video Management

Project Summary: Expansion of the existing wireless video management system based on proposal #09-1480

Submitted To: Mayor Carlton Carey ccarey@dover.de.us
Submitted By: Ryan Kelly, Advantech, ryank@advantechsecurity.net 302-674-8405 x117

Scope of Work

Expansion #1

The Video Management System shall include the upgrade of Honeywell's Max-Pro server and Honeywell's Enterprise Network Video Recorder (NVR) as the recording Engine. The recording engine, Honeywell's Enterprise NVR, shall be expanded to a total of 16 Terabytes (TB) of storage at RAID 5. This configuration shall provide up to approximately 50 cameras at 30 days of storage, 10 images per second and record at maximum resolution. In this expansion, all cameras shall be integrated with the existing wireless infrastructure. Each camera shall be a fixed Honeywell 1080p high definition megapixel. These cameras shall transmit to the Fire Department's wireless radio receiver. Advantech shall install two sixty-five inch ceiling or wall mounted monitors in the Dover Police Department's dispatch room.

Below are the following camera locations for expansion #1:

- New and Reed
  - One Camera
    - Looking East
  - Utilize the existing radio
- Governors and Reed
  - One Camera
    - Looking North
  - Hard wired to Fire Departments network switch
- Loockerman and Bradford
  - One Camera
    - Looking West
  - Install new wireless radio
- Bradford and Reed
  - Two Cameras
    - Looking North and South
  - Install new wireless radio

4092 N. DuPont Hwy.
Dover, DE 19901
877-674-8405, 302-674-8405, Fax: 302-674-3698
www.advantechsecurity.net

Expansion #1 Components:

Qty.	Model Number	Description
8	HEHD2000E	Honeywell Hard Disk 2000GB SATA
1	HE16RB	Ring Buffer License 16.0 TB
1	HNMSWCL	Client License for MaxPro
2	Sony 65inch	Sony 65 inch
2	VMA	Ceiling or Wall Mounts
2	Viper I32RP	PoE + Repeater 150 Mbps 3 Ethernet Ports Internal Ant
1	ANT. PA5819	5.8 ghz 18 dbi Panel Ant kit
1	ANT.OD58F	5.8ghz 12 dbi Omni Antenna kit
2	HC12126JIC4XS	Continuous Hinge Stainless Steel Enclosure
2	A-1212SBP	Steel Panel
2	CPMK12	Pole Mounting Kit for SS Enclosure
5	HD4HDIH	Network PoE True Day/Night Rugged Fixed Dome, 1080p Resolution Camera
5	HD4DIP-WK	Wall Mount Kit
5	HEIPCAM	Camera License
1	110-PP5E-248	Rack Mount 24 Port Cat5e Patch Panel
1	LOT MISC.	All Equipment and labor necessary to complete the installation of the proposed product(s) and the above listed scope of work unless otherwise noted*

Expansion #1 Installation (components, labor & professional services): $51,675.00

To accept sign below or reference this proposal and any accepted options in Client's Purchase Order.

Accepted by: _____ **Date:** _____

Print name: _____

Advantech, Inc.
4092 N. DuPont Hwy.
Dover, DE 19901
877-674-8405, 302-674-8405, Fax: 302-674-3698
www.advantechsecurity.net

Expansion #2

This expansion shall require Advantech to install a wireless radio receiver on the north end of the Dover Police Department. Each camera shall be a fixed Honeywell 1080p high definition megapixel. Below are the following camera locations for expansion #2:

- Governors and North
  - Two Cameras
    - Looking East and West
  - Install new wireless radio
- New and North
  - Two Cameras
    - Looking East and West
  - Install new wireless radio

Expansion #2 Components:

Qty.	Model Number	Description
2	Viper I32RP	PoE + Repeater 150 MPS 3 Ethernet Ports/ internal Ant
1	Viper E32R	Triple Ethernet, Dual Radio PoE wireless receiver
2	ANT.OD58F	5.8 gHz 12dbi Omni antenna Kit
2	ANT.VS58	5.8 Ghz 90 Sector Antenna kit
2	HC12126JIC4XS	Continuous Hinge Stainless Steel Enclosure
2	A-1212SBP	Steel Panel
2	CPMK12	Pole Mounting Kit for SS Enclosure
2	AS-XF2440Y	24VAC Transformer
4	HD4HDIH	Network PoE True Day/Night Rugged Fixed Dome, 1080p Resolution Camera
4	HD4DIP-WK	Wall Mount Kit
4	HEIPCAM	Camera License
1	LOT MISC.	All Equipment and labor necessary to complete the installation of the proposed product(s) and the above listed scope of work unless otherwise noted*

Expansion #2 Installation (components, labor & professional services): $24,905.00
To accept sign below or reference this proposal and any accepted options in Client's Purchase Order.

Accepted by: _____ **Date:** _____

Print name: _____

Advantech, Inc.
4092 N. DuPont Hwy.
Dover, DE 19901
877-674-8405, 302-674-8405, Fax: 302-674-3698
www.advantechsecurity.net

Expansion #3

This expansion shall be integrated with the wireless radio receiver, on north end of the Dover Police Department (installed in expansion #2). Each camera shall be a fixed Honeywell 1080p high definition megapixel. Below are the following camera locations for expansion #3:

- Reed and Kirkwood
  - Two Cameras
    - Looking East on the Square Club
    - Looking South East Towards Square Club Open Area
  - Install new wireless radio
- Loockerman and Slaughter (near Duncan Center)
  - One Camera
    - Looking North
  - Install new wireless radio
- North and Slaughter/ Jerusalem
  - Install new wireless radio only

Expansion #3 Components:

Qty.	Model Number	Description
3	Viper I32RP	PoE + Repeater 150 MPS 3 Ethernet Ports/ internal Ant
3	ANT.OD58F	5.8 gHz 12dbi Omni antenna Kit
3	HC12126JIC4XS	Continuous Hinge Stainless Steel Enclosure
3	A-1212SBP	Steel Panel
3	CPMK12	Pole Mounting Kit for SS Enclosure
3	AS-XF2440Y	24VAC Transformer
3	HD4HDIH	Network PoE True Day/Night Rugged Fixed Dome, 1080p Resolution Camera
3	HD4DIP-WK	Wall Mount
3	HEIPCAM	Camera License
1	LOT MISC.	All Equipment and labor necessary to complete the installation of the proposed product(s) and the above listed scope of work unless otherwise noted*

Expansion #3 Installation (components, labor & professional services): $21,480.00
To accept sign below or reference this proposal and any accepted options in Client's Purchase Order.

Accepted by: _____ **Date:** _____

Print name: _____

Advantech, Inc.
4092 N. DuPont Hwy.
Dover, DE 19901
877-674-8405, 302-674-8405, Fax: 302-674-3698
www.advantechsecurity.net

Expansion #4

This expansion shall require a fiber installation along the Ally from the Fire Department to Division Street. The fiber installation shall be facilitated by Advantech and installed by the City of Dover and Goldhorn Electric. Advantech shall install a wireless radio receiver on the corner of Division and Ally Street. Each camera shall be a fixed Honeywell 1080p high definition megapixel. Below are the following camera locations for expansion #4:

- Division and Governors
  - Two Cameras installed on near traffic light
    - Looking South and North
  - Install new wireless radio near traffic light power enclosure
- Division and New
  - One Camera installed on near traffic light
    - Looking South
  - Install new wireless radio near traffic light power enclosure
- Division and Queen
  - One Camera installed on near traffic light
    - Looking South
  - Install new wireless radio near traffic light power enclosure

Expansion #4 Components:

Qty.	Model Number	Description
3	Viper I32RP	PoE + Repeater 150 MPS 3 Ethernet Ports/ internal Ant
1	Viper E32R	Triple Ethernet, Dual Radio PoE wireless receiver
2	ANT.OD58F	5.8 gHz 12dbi Omni antenna Kit
3	ANT.PA5819	5.8 gHz 18 dBi Panel antenna kit
4	HC12126JIC4XS	Continuous Hinge Stainless Steel Enclosure
4	A-1212SBP	Steel Panel
4	CPMK12	Pole Mounting Kit for SS Enclosure
4	AS-XF2440Y	24VAC Transformer
4	HD4HDIH	Network PoE True Day/Night Rugged Fixed Dome, 1080p Resolution Camera
4	HD4DIP-WK	Wall Mount Kit
4	HEIPCAM	Camera License
1	LOT MISC.	All Equipment and labor necessary to complete the installation of the proposed product(s) and the above listed scope of work unless otherwise noted*

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Expansion #4 Installation (components, labor & professional services): $29,720.00
Fiber Installation by City of Dover and Goldhorn Electrical: $7,620.00
To accept sign below or reference this proposal and any accepted options in Client's Purchase Order.

Accepted by: _____ **Date:** _____

Print name: _____

CONDITIONS:

1) 60% mobilization and parts ordered 40% upon completion
2) Pricing valid if proposal is accepted within 90 days of proposal date.
3) Any necessary AC power supplied by others at the Advantech specified location.
4) Any necessary IP addresses, connection(s), or network related requirements to be supplied by CLIENT, at the Advantech specified location.
5) LIMITED WARRANTY: A. ADVANTECH hereby warrants to CLIENT alone only that all of the products are installed in a good and workmanlike manner. In the event that any part shall become defective while the Limited Warranty is in effect, ADVANTECH shall replace or repair the defective part without charge to CLIENT. B. If CLIENT shall discover a defect in the products supplied under this agreement, CLIENT should immediately contact ADVANTECH in writing or by telephone, at the address and telephone number set forth, and fully describe the nature of the defect so that repair service may be rendered. C. This limited warranty does not cover any damage to components, products or equipment caused by accident, vandalism, CLIENT negligence, flood, water, lightning, fire, intrusion, abuse, misuse, act of terrorism, act of God, any casualty, including electricity, attempted unauthorized repair service, modification or improper installation by anyone other than ADVANTECH, or any other cause other than ordinary wear and tear. D. This limited warranty for products & installation is effective for one (1) year from the date of the ADVANTECH invoice for the installation. CLIENT may extend coverage on materials and installation by requesting a service agreement. The amount of the service agreement fee shall be as agreed upon between CLIENT and ADVANTECH. E. ADVANTECH shall not be liable for any general, direct, special, exemplary, punitive, statutory, multiple, incidental or consequential damages. CLIENT acknowledges: that any affirmation of fact or promise made by ADVANTECH shall not be deemed to create an express warranty; that ADVANTECH does not make any representation or warranty, including any implied warranty of merchantability or fitness that the system or service supplied may not be compromised, circumvented, or the system or services will in all cases provide the signaling, monitoring and response for which it was intended; that CLIENT is not relying on ADVANTECH's skill or judgment in selecting or furnishing a system suitable for any particular purpose; that there are no express warranties which extend beyond those on the face of the agreement hereof, or herein, and that all implied warranties, if any, coincide with the duration of this warranty.
6) Upon CLIENT request ADVANTECH shall provide service to the system. Unless covered by a Service Plan CLIENT agrees to pay for labor and components at ADVANTECH's prevailing rates at the time the service is provided.
7) CLIENT understands and acknowledges that the system may transmit video, voice and data to a monitoring location or elsewhere using one or more forms of communication equipment or services, including, without limitation, a telephone network, computer network or data cabling. furthermore some or all of these communications equipment or services may fail and that all of these services are outside the full control of ADVANTECH, and ADVANTECH has no responsibility for video, voice and data transmission failure.
8) CLIENT understands and agrees that ADVANTECH is not an insurer and that insurance covering personal injury and property loss or damage on CLIENT's premises must be obtained by CLIENT; that CLIENT's payments to ADVANTECH under this agreement are based solely on the value of the products or services provided and are

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unrelated to the value of CLIENT's property or that of others located on CLIENT's premises; that ADVANTECH makes no guarantee, representation or warranty including any implied warranty of merchantability or fitness for a particular purpose, that the product or service supplied will avert or prevent occurrences or the consequences there from which the system or service is intended to detect or avert. B. CLIENT understands and agrees that if ADVANTECH is found liable for any loss or damage from a failure to perform its obligations or from an equipment failure, ADVANTECH's liability is limited to five hundred dollars, and this liability will be exclusive and will apply if loss or damage irrespective of cause or origin, results directly or indirectly to persons or property from performance or non-performance of any of ADVANTECH's obligations or from negligence, of any kind, of ADVANTECH, its employees or agents.

9) All claims, actions or proceedings, legal or equitable, against ADVANTECH or Representatives must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension of time, or said claim, action or proceeding is barred. Time is of the essence with regard to this paragraph.
10) If any payment by CLIENT is received by ADVANTECH more than 30 days after the due date, CLIENT agrees to pay interest from the due date on the entire balance due and owing at the rate of 1.5% per month. This agreement may not be altered, modified or otherwise changed except with the written consent of both parties as an addendum to this agreement. If any of the terms or conditions of the agreement shall be declared invalid or inoperative, all of the remaining terms and conditions will remain in full force and effect. CLIENT hereby acknowledges receipt of a copy of this agreement, and that CLIENT has read and thoroughly understands its terms. The conditions of this agreement shall cover all subsequent work for CLIENT by ADVANTECH, its sub-contractors or assignees and shall remain in full force and effect even after the termination of any monitoring, inspection or service term. ADVANTECH may assign its rights and duties under this agreement at any time. This agreement shall be enforced in accordance with the laws of the State of Delaware.

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September 17, 2012

Mayor Carlton Carey
City of Dover
15 East Loockerman St
Dover, DE 19901

RE: PROPOSAL #12-1006-1
CITY OF DOVER SERVICE PLAN

Dear Mayor Carey:

This Service Plan shall cover all the Advantech supplied and installed equipment based on proposal 09-1480-5 and 09-1480-5b which includes all video expansions 1-5. This service plan shall commence one year after systems are installed.

Service Plan - Schedule of Services:

Availability:	Seven days a week, 24 hours a day.
Response Status:	Priority response: Customers with a Service Agreement will receive a faster response to their service request than non-Service Agreement Customers.
Parts Coverage:	All parts as listed in this proposal's System Components are covered as part of this plan.
Labor Coverage:	All labor is covered under this plan.
Instant Loaner:	We maintain a service pool of like equipment specifically designed to support our Full Service Plan clients. If our field technicians are not able to repair a piece of faulty equipment at your location, then we will replace it with a loaner, keeping your system up and running. The defective equipment will be repaired at our facility, and returned to your site accordingly. *Exclusions: Due to rapid changes / advances in technology and the typical application specific configuration of Advantech supplied PC's, servers, workstations, and / or any PC running non Advantech supplied software / applications will not be covered under the instant loaner program.*
Items Not Covered:	This includes damage caused by misuse, abuse, accident, disaster, fire, flood, water, wind, lightning, and Acts of God. In addition, items designed to fail in order to protect the equipment, such as power and/or lightning suppressors, are also not covered by this plan.

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Preventative Maintenance: Advantech shall perform an annual site visit to inspect the systems covered under this agreement. This inspection shall consist of testing the software, hardware, and field devices for functionality. Any major deficiencies found shall be corrected either on site, or as quickly as possible. This maintenance shall not include the replacement of parts which are in working condition. This inspection can only verify proper operation of the equipment at the time of the inspection, failure of inspected equipment is possible at any time.

INVESTMENT SUMMARY	**PURCHASE**
Service Plan:	**$775.00/month**

This shall be in addition to the existing service plan. Payment Terms: Due Semi-Annually in Advance

CONDITIONS:

I. SERVICE COVERAGE PLAN. A. ADVANTECH hereby warrants to CLIENT alone only that all of the material is installed in a good and workmanlike manner. In the event that any part shall become defective while the service coverage plan is in effect, ADVANTECH shall replace or repair the defective part without charge to CLIENT. B. If CLIENT shall discover a defect in the products supplied under this agreement, CLIENT should immediately contact ADVANTECH in writing or by telephone, at the address and telephone number set forth, and fully describe the nature of the defect so that repair service may be rendered. C. This plan does not cover any damage to components, material or equipment caused by accident, vandalism, CLIENT negligence, flood, water, lightning, fire, intrusion, abuse, misuse, act of terrorism, act of God, any casualty, including electricity, attempted unauthorized repair service, modification or improper installation by anyone other than ADVANTECH, or any other cause other than ordinary wear and tear. ADVANTECH shall not be liable for any general, direct, special, exemplary, punitive, statutory, multiple, incidental or consequential damages. CLIENT acknowledges: that any affirmation of fact or promise made by ADVANTECH shall not be deemed to create an express warranty; that ADVANTECH does not make any representation or warranty, including any implied warranty of merchantability or fitness that the system or service supplied may not be compromised, circumvented, or the system or services will in all cases provide the signaling, monitoring and response for which it was intended; that CLIENT is not relying on ADVANTECH's skill or judgment in selecting or furnishing a system suitable for any particular purpose; that there are no express warranties which extend beyond those on the face of the agreement hereof, or herein, and that all implied warranties, if any, coincide with the duration of this warranty.

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II. MONITORING, INSPECTION &/OR SERVICE COVERAGE PLANS – TERM, RENEWAL & RATES. The term is three (3) years. At the end of the initial three year term (three (3) years from the "Agreement Date") or any subsequent renewal term, the Agreement will automatically renew for an additional three year term, unless either CLIENT or ADVANTECH gives written notice to the other of cancellation at least thirty (30) days before the expiration of the term (by certified or registered mail). If CLIENT defaults or cancels before the end of the term, all services by ADVANTECH will terminate, but all payments then due from CLIENT, including future scheduled payments to the end of the current three year term accelerate and become immediately due and payable to ADVANTECH. ADVANTECH has the right to terminate this Agreement ten (10) days after written notice, if CLIENT fails to make timely payments or if CLIENT willfully or negligently causes repeated false alarms. In order to properly adjust its rates to meet changing business conditions, ADVANTECH may, at any time after one (1) year from the date of this Agreement, increase monitoring or maintenance charges by giving CLIENT written notice of the change. CLIENT then has the option within thirty (30) days to cancel this Agreement without penalty.

III. SERVICE. Upon CLIENT request ADVANTECH shall provide service to the system. Unless covered by the Limited Warranty or a Service Plan CLIENT agrees to pay for labor and components at ADVANTECH's prevailing rates at the time the service is provided.

IV. Communications Equipment and Services. CLIENT understands and acknowledges as follows: A. the System may transmit video, voice and data to a monitoring location or elsewhere using one or more forms of communication equipment or services, including, without limitation, a telephone network, computer network or data cabling. B. some or all of these communications equipment or services may access or incorporate the Internet, a local or wide area network or some other form of computer network to transmit or retrieve data; for data transmitted by a telephone network, there are various types of telephone line services including, without limitation, a CLIENT-owned or operated network facility, direct wire, derived channel, multiplex, DSL, T-1, ISDN and various other forms of service. CLIENT understands that video, voice and data may be transmitted by these services, and that all of these services are outside the control of ADVANTECH, and ADVANTECH has no responsibility for video, voice and data transmission failure. C. ADVANTECH may arrange for monitoring with a central monitoring station. CLIENT agrees that ADVANTECH's obligations are limited to Agreement execution, fee collection and changes in central station monitoring data upon notification by CLIENT. CLIENT agrees to notify ADVANTECH of any name, telephone number or other contact information changes to CLIENT's alarm notification list.

V. PERIPHERAL EQUIPMENT ADVANTECH is not obligated to provide service or ensure operation of any equipment not installed by ADVANTECH even if such equipment is monitored by ADVANTECH's system.

VI. DELAYS & INTERRUPTIONS ADVANTECH assumes no liability for delays in installation, monitoring, inspections or service, or for interruptions due to strikes, riots, floods, fire, acts of terrorism, acts of God or any cause beyond its control, including interruption of alarm, video and data transmission, and is not required to perform its duties under this Agreement while any such cause continues.

VII. LIMITATION OF DAMAGES. A. CLIENT understands and agrees that ADVANTECH is not an insurer and that insurance covering personal injury and property loss or damage on CLIENT's premises must be obtained by CLIENT; that CLIENT's payments to ADVANTECH under this agreement are based solely on the value of the products or services provided and are unrelated to the value of CLIENT's property or that of others located on CLIENT's premises; that ADVANTECH makes no guarantee, representation or warranty including any implied warranty of

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merchantability or fitness for a particular purpose, that the product or service supplied will avert or prevent occurrences or the consequences there from which the system or service is intended to detect or avert. B. CLIENT understands and agrees that if ADVANTECH is found liable for any loss or damage from a failure to perform its obligations or from an equipment failure, ADVANTECH's liability is limited to five hundred dollars, and this liability will be exclusive and will apply if loss or damage irrespective of cause or origin, results directly or indirectly to persons or property from performance or non-performance of any of ADVANTECH's obligations or from negligence, of any kind, of ADVANTECH, its employees or agents. C. When CLIENT has the property of others in CLIENT's care, custody, or control; or the products extend to protect the persons or property of others, CLIENT agrees to and will indemnify, defend and hold harmless ADVANTECH, its employees and agents, for and against all claims brought by owners of said property arising from ADVANTECH's products and services provided under this agreement. This provision applies to all claims regardless of cause including ADVANTECH's performance or non-performance, including defects in products, design, installation, maintenance, operation or non-operation of the product whether based upon negligence, active or passive, express or implied agreement or warranty, contribution or indemnification, or strict or product liability on the part of ADVANTECH, its employees or agents, but this provision will not apply to claims for loss or damage solely and directly caused by ADVANTECH's employees while on CLIENT's premises.

VIII. AGREEMENTUAL LIMITATION OF ACTIONS. All claims, actions or proceedings, legal or equitable, against ADVANTECH or Representatives must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension of time, or said claim, action or proceeding is barred. Time is of the essence with regard to this paragraph.

IX. MISCELLANEOUS TERMS A. ADVANTECH may assign its rights and duties under this Agreement at any time. B. If any payment by CLIENT is received by ADVANTECH more than 30 days after the due date, CLIENT agrees to pay a late charge of 5% of the amount of the payment, and interest from the due date on the entire balance due and owing at the rate of 1.5% per month. CLIENT agrees to pay ADVANTECH any and all damages or losses incurred by ADVANTECH resulting from the default, including costs incurred by ADVANTECH in collection, reasonable attorney and legal fees, costs, pre and post judgment interest at the maximum legal rate, and any other reasonable and related expenses of collection, without adjustment for valuations or appraisals. C. It is mutually understood and agreed that any representation, promise, inducement, advertising or other statement, condition, inducement or warranty, express or implied, whether written or verbal, not included in writing in the Agreement will not be binding upon either party. Each party represents that it/he/she is not relying on any inducement in signing this agreement that is not expressed in this agreement. D. The Agreement may not be altered, modified or otherwise changed except with the written consent of both parties as an addendum to this Agreement. If any of the terms or conditions of the Agreement shall be declared invalid or inoperative, all of the remaining terms and conditions will remain in full force and effect. CLIENT hereby acknowledges receipt of a copy of this Agreement, and that CLIENT has read and thoroughly understands its terms. E. The conditions of this Agreement shall cover all subsequent work for CLIENT by ADVANTECH, its sub-contractors or assignees and shall remain in full force and effect even after the termination of any monitoring, inspection or service term. F. This Agreement shall be enforced in accordance with the laws of the State of Delaware.

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Should you find this proposal to be acceptable, please authorize below and either fax back or mail a copy of the document to my attention. If there are any questions or concerns please do not hesitate to call. I look forward to working with you.

Once again, thank you for the opportunity to provide you with this information.

Sincerely,

Ryan Kelly
ryank@advantechsecurity.net

Accepted By: _____Date: _____

Print Name: _____

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ACTION FORM

PROCEEDING: Legislative, Finance, and Administration Committee
DEPARTMENT OF ORIGIN: City Manager **DATE SUBMITTED**: 10/02/2012
PREPARED BY: Scott D. Koenig, P.E., City Manager
SUBJECT: Revision to Fee Policy – Dover Public Library Meeting Room Fees
REFERENCE:
RELATED PROJECT: New Dover Public Library
REVIEWED BY: City Manager and Controller
EXHIBITS: N/A
EXPENDITURE REQUIRED: **N/A** **AMOUNT BUDGETED**: **N/A** **FUNDING SOURCE (Dept./Page in CIP & Budget)**: **N/A**
TIMETABLE: Implement immediately upon City Council approval.
RECOMMENDED ACTION: Staff recommends the endorsement and adoption of the below referenced fees for the meeting rooms in the New Dover Public Library.

BACKGROUND AND ANALYSIS

The New Dover Public Library was dedicated on September 20, 2012. The new building includes a significant increase in the meeting spaces over the old building. The Dover Public Library has for many years charged a fee of $15.00 for the use of the meeting rooms at the old Dover Public Library. The use of the meeting rooms has been limited to non-profit and governmental agencies. With the opening of the new library, the size and amount of the meeting rooms has increased. In addition, the quality of the meeting rooms has been substantially improved; therefore, the staff has requested consideration of increasing the room rental fees. The Dover Public Library Advisory Commission reviewed the fee proposal on September 18, 2012 and endorsed the proposal put forth by staff.

The recommended fees are as follows:

1st Floor – Large Meeting Room:	$100.00 per use
1st Floor – ½ of the Large Meeting Room:	$50.00 per use
2nd Floor Conference Room:	$15.00 per use

- Use of the rooms will remain limited to non-profit and governmental agencies.

ACTION FORM

PROCEEDING: Legislative, Finance and Administration Committee
DEPARTMENT OF ORIGIN: City Manager's Office **DATE SUBMITTED**: September 30, 2012
PREPARED BY: Scott D. Koenig, P.E., City Manager
SUBJECT: Creation of a City Park on the southeast corner of South Governors Avenue and North Street
REFERENCE: N/A
RELATED PROJECT: Demolition of Dangerous Building at 301 South Governors Avenue
APPROVALS: Donna Mitchell, City Controller
EXHIBITS: Rendering of proposed park
CITY EXPENDITURE REQUIRED: $ **n/a** **AMOUNT BUDGETED**: $ **n/a** **FUNDING SOURCE (Dept./Page in CIP & Budget)**: DDP funds secured through the State of Delaware
TIMETABLE: The proposal could not be implemented until after the City acquires the title to the subject property, which is expected following the redemption period which will expire on November 21, 2012.
RECOMMENDED ACTION: Staff recommends that a park be established on the subject property once the City holds title to the property.

BACKGROUND AND ANALYSIS

Several years ago, the City of Dover demolished the dangerous building formerly located at 301 South Governors Avenue. The demolition charges were placed as a lien against the property in accordance with the Dover Code of Ordinances. Recently, the property was sold at sheriff sale due to City tax delinquency, and the City of Dover was the successful bidder to acquire the property.

The Downtown Dover Partnership (DDP) received $3 million from the State of Delaware for North Street improvements between South State Street and South Governors Avenue. These improvements include the development of a plaza on the former Collegian site, various streetscape improvements, the repaving of North Street, and the consolidation of several parking lots between The Green and North Street. This project is currently underway, and is expected to be completed under the $3 million budget due to a favorable bidding climate. The Downtown Dover Partnership (DDP) has proposed developing a pocket park on the property located at 301 South Governors Avenue with some of the funds remaining from the State of Delaware funding. The development of a park in this location is consistent with the Downtown Plan that was the result of the 2010 Transit Center Neighborhood Charette.

Staff supports the development of a passive pocket park in this location, as it will enhance the downtown environment, and due to the size and location of the lot, future commercial or residential development of the subject property would present a number of challenges. The City has been incurring the costs associated with cutting the grass and cleaning up the property, as it routinely becomes overgrown and accumulates litter.

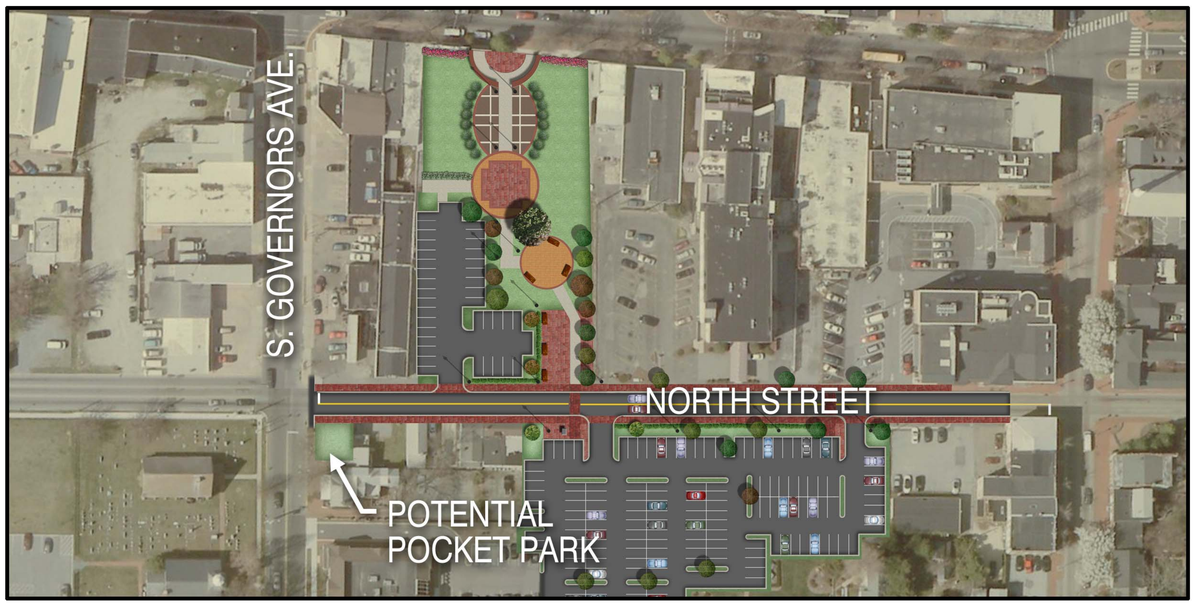
If the staff recommendation to create a city owned and maintained pocket park in this location is accepted, then the City will need to write off the demolition and other associated costs for the property which total approximately $35,996.08. The outstanding receivable will be written off to the uncollectible reserve which currently has a balance of $150,000. The proposed construction cost of the new park is estimated to be $68.196.45 and will be covered by the overall project budget of $3 million dollars for the downtown streetscape projects. Once completed, the City of Dover will be responsible for the ownership and maintenance of the park in perpetuity. The estimated annual maintenance costs of the park are $2,000 - $3,000 per year.



EXISTING



PROPOSED



SURROUNDING NORTH STREET PROJECTS



POCKET PARK PLAN VIEW

DOWNTOWN DOVER PARTNERSHIP

PROPOSED POCKET PARK
S. GOVERNORS AVENUE AND NORTH STREET

09.28.2012 / 2011104.04

BECKER MORGAN GROUP
ARCHITECTURE
ENGINEERING

CITY OF DOVER PROPOSED ORDINANCE #2012-22

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

That Chapter 114 - Vegetation, Article II - Weeds, Section 114-33 - Failure to Maintain Proper Height; Abatement by City; Costs and Lien, be amended by deleting the text indicated in red, bold, strikeout and inserting the text indicated in bold, blue, italics as follows:

Sec. 114-33. - Failure to maintain proper height; abatement by city; costs and lien.

(a) *Summons; action by city*. In the event that any owner, occupant or tenant of any premises within the city, or any agent caring for or in charge of the premises, shall permit any grass, weeds, underbrush, deleterious or unhealthful growths or other noxious matter to grow to a height of eight inches or more as prohibited by this article, then the ~~**health inspector**~~ ***code enforcement officer*** or fire marshal or his authorized agents shall issue a summons showing a violation of section 114-32, said summons to be served personally or by ~~**certified mail**~~ ***mail evidenced by certificate of mailing*** upon the owner, occupant, or tenant of the premises, or any agent caring for or in charge of the premises. The summons shall cite the violation of this article and shall be accompanied by a letter or a copy of the relevant provisions of this article stating what corrective action must be taken and shall state the consequences for failure to take such corrective action. If the violation is not corrected within three days from the date of personal service of the summons or within seven days from the date of mailing of the summons ~~**by certified mail**~~ ***evidenced by certificate of mailing***, then the city, at the direction of the ~~**health inspector**~~ ***code enforcement officer*** or the fire marshal, may remove the weeds, grass, underbrush, deleterious or other unhealthful growths or other noxious matter growing to a height in excess of eight inches or more in violation of section 114-32 and charge the responsible person as provided for in Appendix F—Fees and Fines for such work that must be done to render the property in compliance with this article. When the owner, occupant, or tenant of any premises, or any agent caring for or in charge of the premises, has received summonses***, or been issued a summons evidenced by certificate of mailing,*** and fails to take corrective action, and the city has corrected the violation in accordance with this subsection, then no further notification shall be necessary for the city to take any further corrective action on any subsequent violations within the following 12-month period starting from the date of the first corrective action by the city.

(b) *Failure to pay charges*. In the event that the owner, occupant, tenant or other agent caring for or in charge of the premises is deemed to be in violation of section 114-32, and in the event that the violation is corrected in compliance with subsection (a) of this section, and if the charges assessed by the city for correcting said deficiency are not paid, then the city, after having corrected the deficiency and violation, shall place its charges and expenses as specified in the municipal lien docket as a lien against said property, and ***add the charges and expenses as specified to the tax duplicate for the tax year said services were provided by the city and invoiced as part of the annual property tax bill for said property and collected as part of the city property tax collection process. In addition to the methods directed herein,*** the city solicitor shall be directed to enforce said lien or to collect the charges imposed by the city by any other means that he may deem desirable and most advantageous ***to the city. The violator shall be responsible for all collection costs and expenses, including attorneys' fees.***

Draft

BE IT FURTHER ORDAINED THAT Section 114-34 - Fines, be amended by deleting the text indicated in red, bold, strikeout and inserting the text indicated in bold, blue, italics as follows:

Sec. 114-34. - Fines.

(a) *Generally*. Any person convicted of a violation of section 114-32, regardless of corrective actions taken, shall be punished for that violation by a fine as provided for in Appendix F—Fees and Fines. Any such fine shall be in addition to any charges or assessments imposed upon the violator pursuant to section 114-33(a). All fines imposed shall be in accordance with the minimum fine schedule set out in subsection (c) herein.

(b) *Each day*. Every day that a violation of section 114-32 continues shall be considered a separate offense, for which the violator may be tried and convicted without necessity of further notice.

(c) *Minimums*.

(1) Any fine assessed pursuant to subsection (a) of this section shall be no less than the minimum amount as provided for in Appendix F—Fees and Fines.

(2) In determining the applicable minimum fine, an offense shall be considered a recurring offense only if the defendant has previously pleaded, or been found guilty of causing or permitting the same nuisance at the same location within the past 18 months, or for every day that the violation of section 114-32 continues as per subsection (b) of this section.

(d) *Lien*. Any fines imposed pursuant to subsection (a) of this section which remain unpaid shall***:***

(1) be added to the tax duplicate for the tax year said services were provided by the city and invoiced as part of the annual property tax bill for said property and collected as part of the city property tax collection process, and

(2) be placed by the city as specified in the municipal lien docket as a lien against the property on which the violation occurred, and the procedures for enforcement or collection of said lien shall be as set out in section 114-33(b).

(e) *When not paid*. Fines not paid within 14 days of the day the fine was issued, including the day the fine was issued, shall be automatically doubled in amount.

ADOPTED: *

S:\ORDINANCES\2012\Draft\2012-22 - Chapter 114 - Vegetation.wpd

SYNOPSIS

The proposed ordinance amendment adds unpaid fines for grass cutting to the tax duplicate to be invoiced as part of the annual property tax bill and collected as part of the city property tax collection process and holds the violator responsible for collection costs and attorney's fees.

(SPONSORS: PERZA, BONAR, LYNN)

Actions History

10/08/2012 - Introduced at Legislative, Finance, and Administration Committee

Draft

ACTION FORM

PROCEEDING: Legislative and Finance Committee	**AGENDA ITEM NO.:**
DEPARTMENT OF ORIGIN: Police	**DATE SUBMITTED:** 8/30/12
PREPARED BY: Captain Robert Scott / Administrative Division Commander	
SUBJECT: Fund to Combat Violent Crime - New Grant Program Initiative	
REFERENCE: State Grant Funding	
RELATED PROJECT: N/A	
APPROVALS: City Manager, Controller/Treasurer	
EXHIBITS: None	
EXPENDITURE REQUIRED: $46,785.34	**PROJECT BUDGET:** $46,786.00
FUNDING SOURCE (Dept./Page in CIP & Budget): New grant not included in FY13 Budget	
TIMETABLE: Upon receipt of council approval, equipment will be purchased and & overtime hours worked.	
RECOMMENDED ACTION: The Legislative and Finance Committee approve the new grant and recommend approval by the Council.	

BACKGROUND

The Fund to Combat Violent Crime Program is a new grant program managed by the Department of Safety and Homeland Security for use by local law enforcement agencies in connection with initiatives to combat violent felonies pursuant to Section 4201(c) of Title 11 of the Delaware Code.

This Committee/Council action form is submitted to obtain approval the Police Department to use its grant allocation from this program. About half of the funds ($22,500) will purchase replacement sniper rifles and an insert for an existing cargo van in the police fleet. The vehicle insert will enable the department to transport a group of prisoners safely at one time. The remaining portion ($24,285.34) will be used to target violent crime throughout the city with extra duty overtime patrols and provide education to citizens on measures they can take to avoid or cope with violent crime related activities.

FUNDING

The programs identified above will be funded by the new grant program from the State Department of Safety and Homeland Security identified above.

ACTION REQUESTED

The Legislative and Finance Committee approve the new grant and recommend approval by the Council.