REGULAR COUNCIL MEETING
A G E N D A

AUGUST 13, 2012 - 7:30 P.M.

CITY HALL COUNCIL CHAMBERS
15 LOOCKERMAN PLAZA
DOVER, DELAWARE

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

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

INVOCATION BY CHAPLAIN JAKE McCREADY

PLEDGE OF ALLEGIANCE LED BY COUNCIL PRESIDENT LEARY

AGENDA ADDITIONS/DELETIONS

* **CONSENT AGENDA**

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

* **1. Adoption of Minutes - Regular Council Meeting of July 23, 2012**

2. Presentation - Recognition of Service - John J. Friedman - Planning Commission (August 1992 through June 2012)

3. Presentation by Dover/Kent County Metropolitan Planning Organization (MPO) - Delaware Bike Summit

4. Public Hearing/First Reading - Ordinance #2012-20 - Reapportionment of District Boundaries

A Public Hearing/First Reading is offered on the following proposed ordinance. A Public Hearing/Second Reading and Final action by Council will take place on August 27, 2012 at 7:30 p.m. Copies of all proposed ordinances are available at the entrance of the Council Chambers or can be obtained from the City Clerk's Office.

A. Chapter 2 - Administration, Article II - City Council, Division 1 - Generally, Section 2-31 - District Boundaries

5. Public Hearing/Final Reading - Proposed Zoning Text Amendments

The First Reading of the following proposed ordinances was accomplished during the Council Meeting of June 25, 2012. Copies of the proposed ordinances are available at the entrance of the Council Chambers.

A. Ordinance #2012-13 - Amendment to Appendix B - Zoning, Article 5 - Supplementary Regulations, Section 4 - Supplementary Sign Regulations
B. Ordinance #2012-14 - Amendment to Appendix B - Zoning, Article 3 - District Regulations, Section 23 - Agricultural Zone (A)
C. Ordinance #2012-15 - Amendment to Appendix B - Zoning, Article 3 - District Regulations, Section 9 - General Residence and Office Zoning (RGO)

* **6. Utility Committee Report - July 23, 2012**

A. Proposed Resolution No. 2012-11 - Adoption of the American Public Power Association (APPA) Safety Manual *(Committee Recommended Adoption of Proposed Resolution #2012-11)*
B. Presentation - Energy Commodity Risk Management Policy Modifications (The Energy Authority) *(Committee Took No Action)*
C. Review of Utility Related CIP's (Electric and Water/Wastewater) *(Committee Action Not Required)*
D. Update - Garrison Oak Technical Park *(Committee Action Not Required)*

* **7. Legislative, Finance, and Administration Committee Report - July 23, 2012**

A. Proposed Amendments to Ground Lease Agreement Between Calpine and the City of Dover *(Committee Recommended Approval of the Revised Ground Lease Agreement with the Garrison Energy Center, LLC (Calpine) as Presented)*
B. Review of Grant Application - Two-Way 800 MHz Radios - Fire Marshal's Office *(Committee Recommended That Staff Be Authorized to Complete the Project and Request Reimbursement from the Delaware Emergency Management Agency (DEMA) for All Costs Associated with the Purchase of Two-Way 800 MHz Radios and Accessories)*

* **8. Monthly Reports - June 2012**

A. Chief of Police
B. City Assessor
C. City Manager
D. City Planner
E. Dover Fire Department
F. Capital Investment Plan (CIP)

9. Revision to Garrison Oak Technical Park Professional Services Contract

10. Evaluation of Bids - Distribution Capacitor and Controls - RFL Electronics Multiplexers

* **11. Appointments/Reappointments Recommended by Mayor Carey**

A. Dover Public Library Commission - Zachery Carter - Five (5) Year Term to Expire June 16, 2017 (To Fill Unexpired Term of Edward J. Hynes)
B. Dover Housing Authority - Enrico LePore - Six (6) Year Term to Expire August 15, 2018 *(Reappointment)*
C. Ethics Commission - Andrew S. Moreland - Five (5) Year Term to Expire July 31, 2017 (To Fill the Expired Term of Dennis K. Jones)

12. Council Members Announcements

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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.

REGULAR COUNCIL MEETING

The Regular Council Meeting was held on July 23, 2012 at 7:30 p.m. with Council President Leary presiding. Council members present were Mr. Anderson, Mrs. Russell, Mr. Perza, Mr. Bonar, Mrs. Williams, Mr. Hare, and Mr. Hutchison. Mr. Lynn was absent.

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

OPEN FORUM

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

Mr. Sherman Townsend, 539 Pennsylvania Avenue, advised members of a situation that occurred approximately a week prior regarding a City employee who made a decision to open the valve on Silver Lake. He stated that it appeared that the level of water in the lake was lowered approximately three (3) feet and, since the previous depth was approximately six (6) feet, half of the lake's water was gone. It was his understanding that the employee who made the decision was attempting to salvage fish that were dying in Mirror Lake below the dam. Mr. Townsend stated that he contacted members of the Silver Lake Commission (having previously served as a member) who indicated that they had no knowledge of the lowering of the water level. He also noted that the Department of Natural Resources and Environmental Control (DNREC) had been extremely cautious over the years regarding the timing of the opening of the valve and that this was never done until some time in late October for various reasons.

With only approximately three (3) feet of water in the lake and the likelihood that there would not be significant rainfall in July or August, Mr. Townsend stated that there had already been a significant explosion of algae bloom, which he felt would continue to be a problem. As a result, he predicted a significant fish kill within the next three (3) to four (4) weeks in the lake. He explained that the algae would use up oxygen, making it difficult for fish to survive. It was his understanding that the City Manager was not made aware of the lake lowering, which he felt was a major concern. He indicated that there would be significant environmental repercussions as a result of this action and requested that the City investigate this matter to determine who the employee was who took this action, why it was done, and who authorized the action and then take appropriate action. He felt that if a citizen were to take such action, they would be fined several thousand dollars.

Mr. Bonar requested that this matter be placed on the agenda for the next Parks, Recreation, and Community Enhancement Committee meeting to allow staff to provide members an update.

The invocation was given by Chaplain Dixon, followed by the Pledge of Allegiance.

AGENDA ADDITIONS/DELETIONS

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

Mr. Anderson requested that Item #5-B - Requisite Legal Work for Proposed Rent Justification Ordinance, be removed from the Consent Agenda.

Mr. Bonar moved for approval of the consent agenda as amended, seconded by Mr. Hutchison and carried by a unanimous roll call vote (Mr. Lynn absent).

ADOPTION OF MINUTES - REGULAR COUNCIL MEETING OF JULY 9, 2012

The Minutes of the Regular Council Meeting of July 9, 2012 were unanimously approved by motion of Mr. Bonar, seconded by Mr. Hutchison and bore the written approval of Mayor Carey.

PRESENTATION - COMMUNITY BLUEPRINT NETWORK

Ms. Michelle Lee, American Legion Auxiliary/Americorps Volunteers in Service to America (VISTA) Member, Community Blueprint Field Organizer, reviewed a Presentation - Community Blueprint Network and provided a program information sheet ***(Exhibit #1)***. She introduced her partner, Col. Ronald G. Sarg, USAF (Retired), Military Officers Association of America.

In response to Mr. Anderson, Ms. Lee suggested that those wishing to join in the effort or obtain additional information contact her directly and noted that there were several related upcoming events scheduled.

Responding to Mr. Hutchison, Ms. Lee stated that a meeting was scheduled for August 21, 2012 at the New Castle County Building and it was hoped that all three (3) counties would come together to collaborate on these efforts. Mr. Hutchison suggested that three (3) separate locations be identified, one (1) for each of the counties, and that a leadership team be built in each county to support these goals.

VIOLATION OF THE DANGEROUS BUILDING ORDINANCE - PROPERTY LOCATED AT 827 TOWNSEND BOULEVARD (POOL), OWNED BY JENNIFER E. BROWN

During their Regular Meeting of June 25, 2012, City Council considered a violation of the dangerous building ordinance for property located at 827 Townsend Boulevard (pool), owned by Jennifer E. Brown. At that time, members tabled action for 30 days and if, at the end of that time, sufficient progress had not been made, as determined by the Inspections Department, staff would proceed with demolition.

Mr. Bonar moved to remove the matter from the table, seconded by Mr. Anderson and unanimously carried.

Mrs. Ann Marie Townshend, Director of Planning and Community Development, advised members that staff had conducted an inspection and observed the pool holding water; however, they questioned if the pump was functioning. She advised members that she visited the property earlier in the day and noted that there was water in the pool, the pump was running, and the homeowner had arranged for additional work to be conducted the following day. As a result, she stated that the pool appeared to be operational and the violations previously reported had been corrected.

Mr. Anderson moved to accept staff's report, seconded by Mr. Bonar and carried by a unanimous roll call vote (Mr. Lynn absent).

PUBLIC HEARING - VIOLATION OF THE DANGEROUS BUILDING ORDINANCE - 345 AND 347 NORTHDOWN DRIVE - CHESAPEAKE HOLDINGS, WV VI, LLC

A public hearing was duly advertised for this time and place to consider a violation of the Dangerous Building Ordinance at 345 and 347 Northdown Drive, owned by Chesapeake Holdings, WV VI, LLC. Mrs. Ann Marie Townshend, Director of Planning and Community Development, stated that the properties consist of two (2) three (3) story, wood-framed townhouse units. The dwellings were condemned as unfit for human habitation due to having no electrical service, incomplete construction, and for the various degrees of deterioration of the structures. The units were the middle units in a group of six (6) townhouses. Currently, the structures remained vacant, with no utilities, and were in a serious state of disrepair. Mrs. Townshend provided a chronological history and presentation on the conditions of the properties located at 345 and 347 Northdown Drive ***(Exhibit #2)***.

Staff recommended that City Council: 1) declare these buildings and all accessory structures on these properties dangerous; 2) order the properties repaired by August 23, 2012 by the owner or equity owner at their own risk; 3) order the Building Inspector to cause the repair of the exterior of the structures if not completed by the owner within 10 days of the date established by City Council; and 4) order the City Manager, with the assistance of the City Solicitor, to cause the cost of repairs to be charged against the land on which the buildings exist as a municipal lien, or cause such cost to be added to the tax duplicate as an assessment, or to be levied as a special tax, or to be recovered in a suit at law against the owner. Mrs. Townshend provided an estimated repair cost of $4,000-7,000.

In response to Mrs. Williams, Mrs. Townshend indicated that although staff had not accessed the townhouses to conduct an interior inspection, it was their observation that there were no issues with the interior of the units. Since the vacant building fees had been received and the bank had been cooperating with the City, she stated that, should the necessary repairs not be completed by August 23, 2012, staff would conduct an interior inspection. She advised members that these units had not been found to be unsecured, as some other properties were.

Responding to Mr. Perza, Mrs. Townshend stated that there were delinquent taxes on all properties being presented. She stated that staff had been in contact with M&T Bank for over one (1) year and that they indicated a desire to consider all of their options. She stated that the Bank had already foreclosed and repossessed the properties. She felt that the Bank could make the necessary repairs and sell the properties and explained that the challenge was that these were interior units. She advised members that the State statute allows only for liens on exterior repairs. She felt confident that the cost of removing the decks and repairing siding would be less than the $4,000 estimate.

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

Mr. Bonar moved that the structures located at 345 and 347 Northdown Drive be declared dangerous buildings and subject to demolition, as recommended by staff. The motion was seconded by Mr. Anderson and carried by a unanimous roll call vote (Mr. Lynn absent).

PUBLIC HEARING - VIOLATION OF THE DANGEROUS BUILDING ORDINANCE - 357, 361, 365, AND 408 NORTHDOWN DRIVE - CHESAPEAKE HOLDINGS, WV VI, LLC

A public hearing was duly advertised for this time and place to consider violations of the Dangerous Building Ordinance at 357, 361, 365, and 408 Northdown Drive, owned by Chesapeake Holdings, WV VI, LLC. Mrs. Ann Marie Townshend, Director of Planning and Community Development, stated that the properties consists of two (2) story, wood-framed, single-family homes. The dwellings were condemned as unfit for human habitation due to having no electrical service, incomplete construction, and to the various degrees of deterioration of the structures. Some of the homes had standing water in the basement and Tyvek blowing in the wind, with others being infested by birds, causing unsanitary conditions. She noted that the structures were currently vacant, with no utilities, and in a serious state of disrepair. Mrs. Townshend provided a chronological history and presentation on the conditions of the properties located at 357, 361, 365, and 408 Northdown Drive ***(Exhibit #3)***.

Staff recommended that City Council: 1) declare these buildings and all accessory structures on these properties dangerous; 2) order the properties repaired or demolished by August 23, 2012 by the owner or equity owner at their own risk; 3) order the Building Inspector to cause the repair or demolition of the structures if not completed by the owner within 10 days of the date established by City Council; and 4) order the City Manager, with the assistance of the City Solicitor, to cause the cost of repairs or demolition to be charged against the land on which the buildings exist as a municipal lien, or cause such cost to be added to the tax duplicate as an assessment, or to be levied as a special tax, or to be recovered in a suit at law against the owner. Mrs. Townshend provided an estimated repair cost of $40,000-50,000.

Council President Leary declared the public hearing open.

Mr. Jason Gardner, 360 Northdown Drive, stated that he had been working with the City for the past three (3) years regarding these vacated buildings, during which time he observed deterioration and vandalism to the properties. He stated that his home had been on the market for the past 10 months and, although there had been several showings to people who felt that the price was right and the home was beautiful, one of these "eyesores" is located directly across the street and potential home buyers are not interested. He stated his support for staff's recommendation and requested that members take action as soon as possible, since these homes are preventing the sale of his house.

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

Mrs. Williams moved that the structures located at 357, 361, 365, and 408 Northdown Drive be declared dangerous buildings and subject to demolition, as recommended by staff. The motion was seconded by Mr. Perza and carried by a unanimous roll call vote (Mr. Lynn absent).

LEGISLATIVE, FINANCE, AND ADMINISTRATION COMMITTEE REPORT - JULY 9, 2012

The Legislative, Finance, and Administration Committee met on July 9, 2012 with Chairman Hare presiding.

Review and Recommendation - Filling Critical Positions - Police Clerk II - Police Department

Police Chief James Hosfelt reviewed a request to fill a Police Clerk II position at the Dover Police Department. He advised members that the vacancy was created by the retirement of an employee at the end of the previous fiscal year.

The Committee recommended approval of the request to fill the Police Clerk II position, as recommended by staff.

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. Lynn absent).

Review and Recommendation - Filling Critical Positions - 911 Dispatcher - Police Department

Police Chief James Hosfelt reviewed a request to fill a 911 Dispatcher position at the Dover Police Department. He advised members that the vacancy was created due to the previous dispatcher being hired as a Police recruit.

The Committee recommended approval of the request to fill the 911 Dispatcher position, as recommended by staff.

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. Lynn absent).

Requisite Legal Work for Proposed Rent Justification Ordinance *(Lynn, Leary, and Bonar)*

Mr. Lynn requested approval for the Deputy City Solicitor to be retained to conduct research for a proposed rent justification ordinance. He stated that the ordinance would be similar to the recently failed Senate Bill 97. He noted that the City of Dover has a number of communities zoned for manufactured housing or as mobile home parks; therefore, this could affect a significant number of City residents. Mr. Lynn explained that, at this time, the request was only to authorize legal research to determine if the City could enact such an ordinance or whether the City would be precluded from doing so under the doctrine of preemption.

In response to Mr. Rushe, Mr. Lynn requested that correspondence received from Mr. Fred Neil, President, Wild Meadows Homeowners Association, that was previously distributed to members, be made a part of the record. He confirmed that the request was specifically for manufactured housing and mobile home parks that are subject to or under the ambit of Chapter 70 of the Dover Code.

Mr. Shevock explained his understanding that deed restrictions would be different for each community and questioned how this would affect such an ordinance. Responding, Mr. Lynn suggested that this matter be included in the scope of work for the legal review.

In response to Mr. Perza, Mr. Lynn suggested that 8-10 hours of time be allowed for the Deputy City Solicitor to conduct research on this matter and that once these findings were known, the Committee could determine what, if any, further action should be taken in this regard. Council President Leary suggested that the time allotted for the research be "up to 10 hours" rather than 8-10 hours.

Mr. Fred Neil, 521 Weaver Drive, President of Wild Meadows Homeowners Association, read the following statement into the record:

As a former News Director at a major Baltimore Radio Station & Press Officer for Mayor William Donald Schaefer during Baltimore's Harbor Place creation days, I am very sensitive to basing comments on verifiable facts. This is particularly true in dealing with the governance involving taxpayers.

As law makers, you have at your fingertips:

- *Zoning including the number of communities zoned for manufactured or so called mobile housing.*
- *The number of manufactured homes in these communities.*
- *Tax records should reveal when homes are sold, left vacant, re-sold, & selling price and the tax records involved.*
- *In my community, Wild Meadows, our homes that were purchased new and sold for approximately $80,000 to $200,000 are now selling at 30% to 50% less that the original cost, while rents have increased 40% from the time I moved in 2003 from $300, which remained the fee, until all lots were sold and then the jumps in rent began. It is now $420.50.*

With Calpine on side of the community and Firefly at our front doors, I think the current assessment on my home of $119,000 will drop significantly when you look at home sales in the near future in my community.

You have access to the Assessment Appeals Hearing of my community, in May 2007, when the property which had been assessed at $5 Million and the City wanted to raise the Assessment to $11 Million and a compromise was reached at $7.5 Million.

Because we are a 55 Plus community, we are particularly sensitive to rent increases, particularly when we have maintenance concerns which then becomes a consumer protection issue.

According to the appeals hearing the Appraiser hired by managements said of the $1Million collected in rents 20% was spent on the maintenance. At the time we weren't quite at $1 Million but it was close.

Thanks to our Dover elected officials, who have always been welcome to attend our meetings, the City of Dover have always stepped to help when we have legitimate problems, that if we were truly a part of the free market or free enterprise wouldn't have needed help. To name a few, incorrectly paved streets that flooded, swales that acted as speed bumps, a huge pile of cut vegetation that served as harborage for the rats, raccoons, snakes of the wet lands across our drainage ditch, and the snow removal that blocked our driveways, fire hydrants and mail box pods.

Direct efforts by a member of the City Council to resolve concerns between home owners over maintenance demonstrated the hostile stance of the land owner who has extraordinary power over his customers. Since the values of our homes are effected in large part by the appearance of a stained entrance, rusting club house doors and used worn furniture should have been simple. We agree, we don't agree and when the work would be done.

When you can't enforce the law, there is no controlling the degree of arrogance a community owner can exhibit.

There lies the rub.

No other business in Delaware can pass on a Fine with impunity. Any other business would risk business to a competitor if they raised their prices to recover a Fine and legal defense costs. Why should they obey the law if they can recoup the costs of a Fine and legal defence?

Fear is one the greatest factors for people in manufactured home communities for not speaking out. While Wild Meadows Seniors vote and attend meetings, and give back to this community in many ways, the folks in places such as Dover East Estates and Dover Air Park live in fear of organizing or complaining because they are afraid of losing their homes. They don't know you need a court order or that you can fight for what the law says.

Regular mortgages are low. Chattel loans on our homes are 3 X to 5 X more. You need low cost housing to keep business going. The people in homes on leased land need ***real consumer protection.***

Any help the City of Dover can provide will pay dividends now and in the future.

Mr. Neil urged members to develop a law that might provide some type of protection for homeowners. It was his opinion that if homeowners were provided full disclosure, none of the homes in that area would have sold, except to desperate individuals, and if there were a rent justification law, these homeowners would be protected. He requested the City to provide assistance in this matter.

Responding to Mr. Hutchison, Mr. Neil stated that the Wild Meadows Homeowners Association had been working with the General Assembly on this issue in an attempt to resolve the problem.

The Committee recommended the authorization of 10 hours of legal work to investigate a proposed rent justification ordinance.

Mr. Anderson stated his feeling that in-depth research and many hours of legal work would be required to determine if the City had the power to implement such an ordinance. He indicated that he requested that this item be removed from the consent agenda because he voted in opposition to this matter during the Committee's deliberations and wanted his objection to be a part of the record.

Mr. Bonar moved for approval of the Committee's recommendation, seconded by Mr. Hutchison and failed by a roll call vote of five (5) no, three (3) yes (Mr. Bonar, Mr. Hutchison, and Council President Leary), and one (1) absent (Mr. Lynn).

Proposed Policy for Requesting Legal Work/Opinions

Mr. Lynn advised members that he made a request for legal research to be conducted by the City Solicitor's Office regarding the proposed rent justification ordinance and, as a result, City staff was contacted since it appeared that the request would require significant resources. He stated that this raised the question as to how an individual member of Council could request legal opinions/work from the City Solicitor's Office. Mr. Lynn felt that establishing a policy would provide an avenue for each member of Council to engage the City Solicitor's Office for legal projects. He noted that a policy entitled "Council Requests for Projects" was adopted by City Council during their Regular Meeting of August 27, 2001 and was in place for requests for staff from Council but did not include legal work. He felt that it would be prudent to develop a procedure by which members of Council could order legal work to be conducted on individual projects and that legal work of significant size would require review by the Committee and approval by City Council.

Council President Leary explained that if members of Council have questions for staff, staff would be expected to respond since they are already on the payroll. Since the City Solicitor's Office is not on the City's payroll, every time the City Solicitor answers the phone, billing time begins and there is an expenditure of funds. Noting that if 9-10 people were to call the City Solicitor separately, it could become expensive and he felt that there was a need for some sort of procedure to be in place.

Mr. Rushe relayed concern that establishing such a procedure could create problems if a response from the City Solicitor's Office were needed within a short time frame. Concurring, Mr. Lynn felt that such a procedure could result in members attending a meeting without the necessary legal research on a particular agenda item and no guaranteed opportunity to remove the item from the agenda to allow time for research.

Council President Leary noted that a phrase could be included in the policy that would allow the Council President the discretion to override the policy in certain circumstances.

Mr. Anderson concurred with the concept but relayed concern that a single member of Council could obligate 80% of the City Solicitor's time, which could result in an exorbitant expense for the City. Mr. Anderson stated his opinion that it might be appropriate to allow Council Members to request legal work that would not exceed an hour; however, it was his feeling that greater leeway for additional time should be allowed for legal research related to an item that the Committee Chairs had already agreed to place on an agenda.

Mr. Hare noted that agendas were published in plenty of time prior to a meeting so that if a member of Council had a question or concern, they could contact the City Clerk's Office, who could then talk with the City Manager, appropriate Chairman, and the Council President regarding the possibility of a legal opinion/review.

Mr. Lynn questioned if the policy would affect City staff as it relates to legal opinions from Bond Counsel.

Mr. Perza questioned if issues had arisen that created the need for such a policy. He stated his concern that members of Council have independent ideas and expressed his hope that those responsible for making decisions regarding engaging the Solicitor's services would not be able to "suffocate" that creativity by denying access to information, limiting access to legal review or research, or stifling ideas by over-researching possible policies before they are even considered by a committee. He indicated his feeling that the time to begin determining whether a matter is legal or not would be after a the committee reviews policies and recommends approval by Council, rather than before a committee meets to consider the matter. This would prevent the expenditure of funds that may not be necessary for those instances when such a policy does not have the support of the committee and/or approval of Council.

Concurring, Mr. Rushe felt that the creation of a procedure for requests for legal opinions/research would only add more bureaucracy for something that was not necessary.

Mrs. Donna Mitchell, Controller/Treasurer, stated her concern with staff's need to obtain legal advice from Mr. Kirk Betts, Bond Counsel, etc. She explained that most of the needs for legal opinion or advice come before Council, such as the Request for Proposals (RFP) recently prepared by Mr. Betts; however, sometimes legal issues arise based on current needs which may not go before Council. It was her hope that staff would still be authorized to move forward with those types of requests by submitting them through the appropriate Chairman or the Council President.

The Committee recommended that requests for legal work performed by the City Solicitor or Deputy City Solicitor from Council directly be handled on a case-by-case basis in the future.

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. Lynn absent).

Value Study of Positions *(Councilman Hutchison)*

Mr. Hutchison reminded members that after the 2011 Municipal Election, the first order of business was the review and approval of the City's budget. At that time, members were advised that the City was projecting a $3.4M budget shortfall; however, as a result of the significant efforts of staff, members of Council, and the Mayor throughout the year, that amount was reduced to $600,000. He noted that this reduction was also due to several retirements, employees who found other employment, etc. Mr. Hutchison stated his opinion that controlling personnel costs for current employees and future retirees was critical to balancing revenue and expenses and that current pay policies do little to help maintain these costs. He suggested that a workshop be held to begin working on next year's budget and allow members to identify issues and concerns pertaining to personnel costs.

In response to Mr. Anderson, Mr. Hutchison suggested that the workshop be held with participation from the Mayor, Council, and the City's management team. He noted that the pending Salary and Benefits Compensation Comparison Committee Report should be part of this process.

Mr. Anderson reminded members that the final report of the Salary and Benefits Compensation Comparison Committee remained pending.

In response to Mr. Lynn, Mr. Hutchison confirmed that his request was for the approval of the scheduling of a workshop comprised of the Mayor, Council, and City staff for the purpose of examining and controlling personnel costs into the future.

Responding to Mr. Lynn, Mr. Perza indicated that, as Chairman of the Salary and Benefits Compensation Comparison Committee, he anticipated that a final report would be submitted in the near future, noting that a final meeting was scheduled to be held in the third week of July. He expressed his opinion that changes to the report made at that meeting would be more stylistic than substantive. Mr. Lynn stated that, should the Minority Recruitment Committee and Salary and Benefits Compensation Comparison Committee Reports be required in order to schedule a workshop as requested by Mr. Hutchison, the soonest that such a workshop could be held would be late August 2012.

Mr. Scott Koenig, City Manager, stated that his only concern would be to allow for the finalization of labor negotiations before a date was set for the workshop.

The Committee recommended that once the Salary and Benefits Compensation Comparison Committee Report and Minority Recruitment Report are received and all labor negotiations have been completed, the City Manager submit a date for a workshop with the purpose of identifying issues and concerns pertaining to personnel costs.

Responding to Mrs. Russell, Mr. Lynn concurred that the earlier such a workshop could be held, the better, in order to complete the review before the budget preparation begins.

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. Lynn absent).

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

JOINT LEGISLATIVE, FINANCE, AND ADMINISTRATION COMMITTEE AND ELECTION BOARD REPORT - JULY 11, 2012

A joint meeting of the Legislative, Finance, and Administration Committee and Election Board was held on July 11, 2012 with Chairman Lynn presiding.

Results of NAACP Review of Proposed Council District Boundaries

Mrs. Traci McDowell, City Clerk, apprised members that on September 22, 2011, the Election Board reviewed and recommended approval of a proposed reapportionment of the Council district boundaries. It was the consensus of the Election Board that the maps and data should be sent to the National NAACP office for review prior to forwarding the proposal to the Legislative, Finance, and Administration Committee for consideration. The maps and data were sent to the NAACP on September 30, 2011. Due to the number of requests for review, a response was not received from the NAACP until January 16, 2012. The NAACP review indicated a slight difference between their numbers and the City's numbers, which still met the requirements of the consent decree.

She reminded members that on January 17, 2012, Mr. Adam Perza filed and subsequently ran unopposed in the 2nd District. She explained that the proposal recommended for approval by the Election Board on September 22, 2011 would move Mr. Perza from the 2nd District into the 4th District.

Mrs. McDowell introduced Ms. Janelle Cornwell, Planner II, who serves as the City's liaison with the Census Bureau and the Delaware Population Consortium to discuss the difference between the NAACP's numbers and the City's numbers and to review the revised map which proposed to move Mr. Perza back into the 2nd District, where he was properly elected by that District.

Ms. Cornwell informed members that the difference between the NAACP's numbers and the City of Dover's numbers was due to the fact that the NAACP utilized data relating to one (1) race only, the Black/African American population. She explained that for the 2010 Census, individuals were able to choose more than one (1) race, and that after consultation with Deputy City Solicitor William Pepper, the City considered the Black/African American population to include other combinations of races, for example Black/African American and Asian, and Black/African American and Hawaiian.

The Election Board recommended acceptance of the City's method of calculation (using mixed races).

Mr. Hare moved for approval of the Election Board's recommendation, seconded by Mr. Hutchison and unanimously carried.

Review of Revised Proposed Reapportionment of Council District Boundaries

Ms. Janelle Cornwell, Planner II, who serves as the City's liaison with the Census Bureau and the Delaware Population Consortium, reviewed a map entitled "Changes to Proposed Council Districts 2 and 4" (See Attachment #2). She explained that the change in the proposed districts between Districts 2 and 4 would result in a difference of 158 people, 58 of whom are Black/African American. The change would increase the overall population percentage of the Black/African American population within District 4 to a little more than 70%, and Ms. Cornwell reminded members that the Consent Decree of 1988 stipulated 65%. She stated that the percentage of voting age population in District 4 would be more than 65%.

In response to Mrs. Legates, Mrs. McDowell explained that when staff presented the proposal to the Election Board on September 22, 2011, the census blocks contained in the amendment were moved from the 2nd District to the 4th District. Due to the time constraints for filing petitions and the length of time it took for the review to come back from the NAACP, the redistricting was delayed until after the City's municipal election in April. Subsequently, Mr. Perza filed for City Council, ran unopposed, and was elected in the 2nd District; however, the proposal (as recommended in September) would move him to the 4th District. Staff proposed to move those three (3) census blocks back to the 2nd District, which would leave Mr. Perza in the 2nd District instead of moving him to the 4th District.

In response to Dr. Matthews, Ms. Cornwell explained that the proposal would move 158 people from the 4th District to the 2nd District, resulting in a population of 8,900 for the 4th District and 9,138 for the 2nd District. The percentage of total population would be 25.3% for the 2nd District and 24.7% for the 4th District, which she stated was well within one (1) percentage point of the target district size of 9,012 (which would represent an equal number in all four (4) districts). She stated that the movement of those 158 people from the 4th District to the 2nd District would slightly increase the overall percentage of Black/African Americans in the 4th District.

In response to Mrs. Legates, Ms. Cornwell confirmed that those who were moved would be notified.

Responding to Dr. Matthews, Mrs. McDowell explained that staff did not know if the Legislative, Finance, &Administration (LF&A) Committee would accept the recommendation of the Election Board, or, if it did, that Council would. The proposed course of action would be that when the LF&A recommendation moves forward to Council, Council would set a public hearing to be held at the First Reading and a public hearing to be held at the Final Reading. Staff would then heavily advertise that the City of Dover was looking at redistricting, provide a number to call for individuals who thought they may be affected after they see the maps, and have the maps on display for review. Once the final map was approved, staff would send letters to notify those affected that they had been moved.

Dr. Matthews questioned whether there were any issues with people who are deaf or blind and suggested that staff consider another manner of notification, in order to comply with any Americans with Disabilities Act (ADA) requirements.

The Election Board recommended acceptance of the map amendment moving residents from the 4th District to the 2nd District.

Mr. Hare moved for approval of the Election Board's recommendation, seconded by Mr. Hutchison and unanimously carried.

The Election Board recommended acceptance of the revised proposed reapportionment of the Council district boundaries. *(Clerk's Office Note: Maps of the revised proposed reapportionment of the Council district boundaries for each Council district as well as the Proposed Council Districts with 2010 US Census Blocks were available during the meeting.*)

Mr. Hare moved for approval of the Election Board's recommendation, seconded by Mr. Hutchison and unanimously carried.

On behalf of the Legislative, Finance, and Administration Committee and members of City Council, Mr. Lynn thanked the members of the Election Board for their hard work and time spent ensuring a good and positive result for the citizens of Dover.

Mr. Lynn stated that members of the Legislative, Finance, and Administration Committee heard the presentation, discussion, and decisions of the Election Board regarding the revised proposed reapportionment of Council district boundaries.

In response to Councilman Hutchison regarding the proposed map amendment moving residents between what was originally proposed District 4 and District 2, Ms. Cornwell stated that 158 people would be moved, which was less than one (1) percentage point being changed between the districts. Consequently, all districts would be within one (1) percentage point of containing 25% of the total population.

Council President Leary thanked the Election Board and members of staff for their hard work.

Mayor Carey stated his satisfaction and thanked all of those involved in the process.

Mr. Cecil Wilson (co-plaintiff with the NAACP in the case of the Central Delaware Branch of the National Association for the Advancement of Colored People v. the City of Dover which resulted in the 1988 Consent Decree) stated that he did not have any concerns with the proposal. He thanked the members of the Election Board and Legislative, Finance, and Administration Committee, as well as Deputy City Solicitor Pepper, the City Clerk, and all of the other City departments for their hard work and communication with the National NAACP. He acknowledged the presence of Ms. Sara Jones, Secretary of the Central Delaware NAACP branch. Mr. Wilson also thanked Councilwoman Russell for her presence as a representative of the 4th District.

Ms. Sara Jones, Secretary of the Central Delaware NAACP branch, stated that she did not have any questions or concerns but expressed her feeling of happiness that the reapportionment would be moving forward and that the local branch of the NAACP would be able to meet with the City in the future so that they may be knowledgeable of what is going on in the City. Ms. Jones also expressed

her appreciation for the help provided by City staff in preparing for this meeting and informed members that the information regarding the City's reapportionment would be shared with the local NAACP branch on the last Tuesday in July.

Councilwoman Russell stated that she was satisfied with the proposal and expressed her feeling that the boundary lines were easier to understand compared to when she first ran for City Council.

The Legislative, Finance, and Administration Committee recommended acceptance of the proposed reapportionment of the Council district boundaries, as recommended by the Election Board.

Mr. Hare moved for approval of the Committee's recommendation, seconded by Mr. Hutchison and unanimously carried.

Council President Leary announced that staff recommended that a public hearing/First Reading be set for Monday, August 13, 2012 at 7:30 p.m. and that a public hearing/Final Reading be set for Monday, August 27, 2012 at 7:30 p.m.

Mr. Hare moved that a public hearing/First Reading be set for Monday, August 13, 2012 at 7:30 p.m. and that a public hearing/Final Reading be set for Monday, August 27, 2012 at 7:30 p.m. The motion was seconded by Mr. Hutchison and unanimously carried.

Mr. Hutchison moved for acceptance of the Joint Legislative, Finance, and Administration Committee and Election Board Report, seconded by Mr. Anderson and unanimously carried.

EVALUATION OF BIDS - SYSTEM CONTROL AND DATA ACQUISITION (SCADA) EQUIPMENT TECHNOLOGY UPGRADE

Mr. Scott Koenig, City Manager, submitted a request for the purchase of two (2) remote terminal units (RTUs), explaining that the purpose of the System Control and Data Acquisition (SCADA) Equipment Technology Upgrade project was to replace antiquated and/or obsolete RTUs at sewage pumping stations. He reminded members that this project was started in FY 08 and would be completed during FY2013. Members were advised that the SCADA system monitors the pumping stations and communicates with the System Operations center when station components fail or other abnormal issues are detected. Installation and associated work would be performed under either the existing SCADA Maintenance Contract or by staff personnel. It was noted that there would be other expenses associated with the installations, such as radio equipment and miscellaneous hardware.

Mr. Koenig explained that the RTUs are the field components of the SCADA system, which is a proprietary system; therefore, the City was required to purchase the new RTUs from the original equipment manufacturer (OEM), Siemens Energy, Inc. Members were provided the sole vendor information.

Staff recommended purchasing two (2) RTU units from the sole vendor, Siemens Energy, Inc., for a total amount of $15,736.

Mr. Bonar moved for approval of staff's recommendation, seconded by Mr. Hutchison and carried by a unanimous roll call vote.

AMENDMENT TO EDiS CONTRACT - CITY HALL FIRE SPRINKLER SYSTEM

Mr. Scott Koenig, City Manager, advised members that construction of the new Dover Public Library caused removal of access for fire equipment on the east side of the City Hall building. During the design phase of the new library, designers provided two (2) options for a fire protection plan that would be approved by the Fire Marshal's Office. Option 1 was to place a 16-foot wide sidewalk, designed to hold the weight of fire equipment, along the east side of City Hall approximately ten (10) feet from the building. This option would allow for fire equipment to have the same amount of access to the east side of the building that was previously in existence. Option 2 required the installation of sprinklers in City Hall. By installing sprinklers throughout City Hall, the required amount of total perimeter access for fire equipment to the building would be reduced by half; therefore, access on the east side of the building would no longer be necessary. City staff and the designers chose Option 2.

Mr. Koenig reminded members that EDiS, the city's construction management firm for the Dover Public Library, had provided the City of Dover with a proposal to install a fire sprinkler system in City Hall. The full cost of design of the system was included in their scope of services. The total project cost, including full design, was $288,000. He assured members that EDiS has provided a total project cost summary to support this request.

Staff recommended amending the City's contract with EDiS to include the extra work associated with the installation of a fire sprinkler system for City Hall in the amount of $288,000.

Responding to Mr. Perza, Mr. Koenig stated that he did not have cost information for Option 1 but estimated that it would have been approximately the same as Option 2. He noted that if Option 2 proved to be more expensive, it would provide a greater level of fire protection for the east side of City Hall. Fire Chief Fortney indicated his concurrence with the recommendation submitted.

Mr. Bonar suggested that staff consider the possibility of applying for a National Fire Service Institute (NFSI) Grant to assist with this expenditure.

In response to Mr. Hare, Mr. Koenig stated that the fire lane was removed as a part of the design for the Library because an exit onto Loockerman Street was not desired. He noted that if a fire lane were constructed, it would have to stop short of Loockerman Street or be gated, chained, etc. He advised members that it was believed that installing a sprinkler system was the best alternative.

Mrs. Williams moved for approval of amending the City's contract with EDiS to include an additional expenditure in the amount of $288,000 for extra work associated with the installation of a fire sprinkler system for City Hall, as recommended by staff. The motion was seconded by Mr. Bonar and carried by a unanimous roll call vote.

REZONING REQUEST/FIRST READING OF PROPOSED ORDINANCE #2012-19 - 870872 FOREST STREET, OWNED BY BENNIE L. SMITH

A request was received to rezone properties located at 870-872 Forest Street (on the south side of Forest Street, east of Gibbs Drive), consisting of $0.747^{+/-}$ acres, owned by Bennie L. Smith. The property was currently zoned C-PO (Commercial/Professional Office Development District) and

subject to the COZ-1 (Corridor Overlay Zone) and the requested zoning was C-1A (Limited Commercial and subject to the COZ-1. (TAX PARCEL: ED-05-076.12-01-08.00-000, FOURTH COUNCIL DISTRICT; PLANNING REFERENCE: Z-12-02)

Prior to amending the zoning ordinances and zoning map of the City of Dover, a public hearing is required. Staff recommended referral to the Planning Commission on August 20, 2012 and that a Public Hearing be set before City Council for September 10, 2012 at 7:30 p.m.

By motion of Mr. Hutchison, seconded by Mr. Hare, Council unanimously referred the request to the Planning Commission and set a public hearing for September 10, 2012 at 7:30 p.m.

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

AN ORDINANCE AMENDING THE ZONING ORDINANCE AND ZONING MAP OF THE CITY OF DOVER BY CHANGING THE ZONING DESIGNATION OF PROPERTY LOCATED AT 870-872 FOREST STREET.

COUNCIL MEMBERS ANNOUNCEMENTS

There were no Council Member announcements.

Mr. Hutchison moved for adjournment, seconded by Mr. Bonar and unanimously carried.

Meeting Adjourned at 8:19 P.M.

TRACI A. McDOWELL
CITY CLERK

All orders, ordinances, and resolutions adopted by City Council during their Regular Meeting of July 23, 2012, are hereby approved.

CARLETON E. CAREY, SR.
MAYOR

/TM/jg
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Exhibits Attached to Original Minutes
Exhibit #1 - Community Blueprint Network Presentation and Program Information Sheet
Exhibit #2 - Presentation - Violation of Dangerous Building Ordinance - 345 and 347 Northdown Drive
Exhibit #3 - Presentation - Violation of Dangerous Building Ordinance - 357, 361, 365, and 408 Northdown Drive

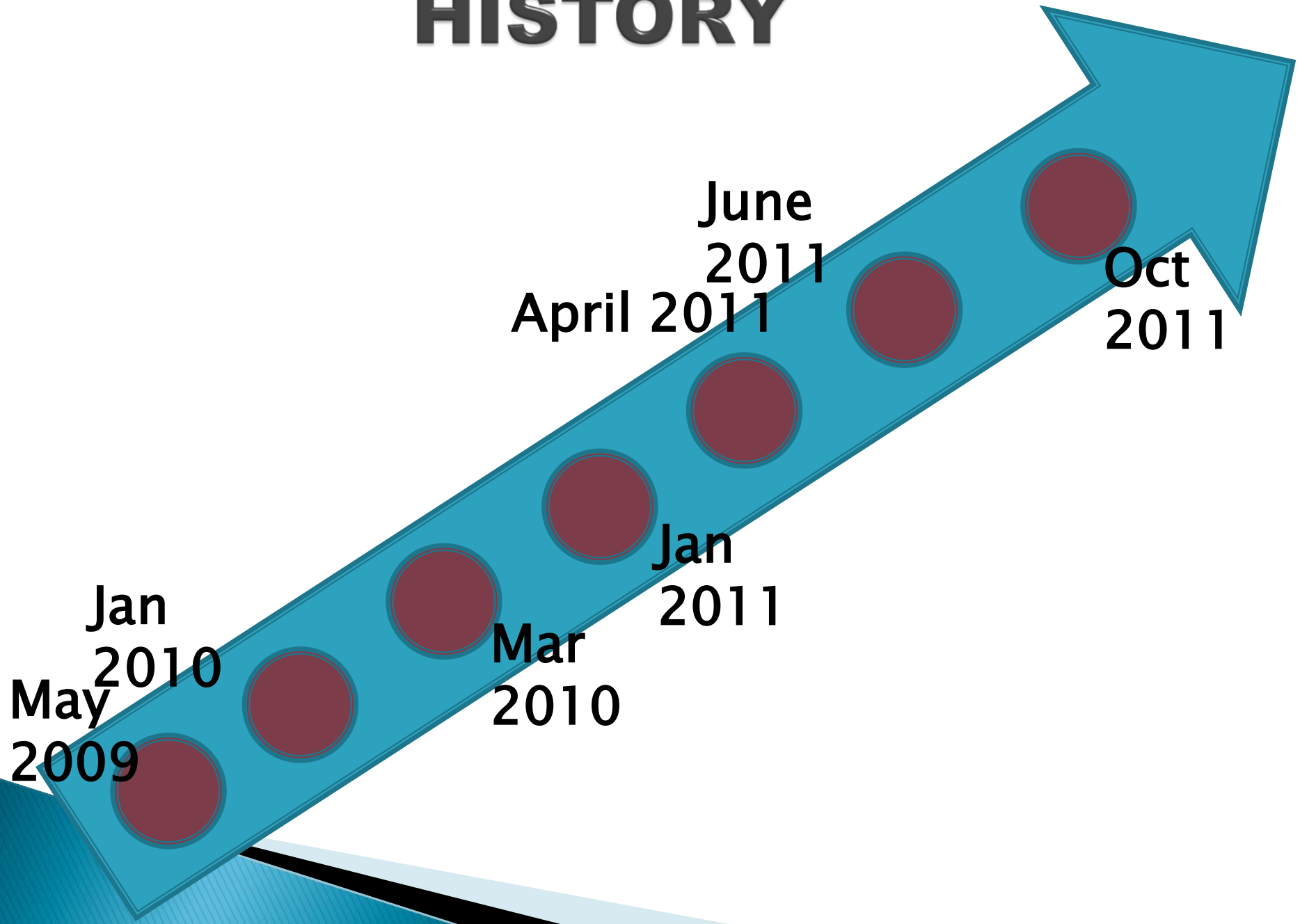
COMMUNITY BLUEPRINT NETWORK

EXHIBIT #1
Regular Council Meeting of 7/23/2012

WHAT IS IT?


Community Blueprint Network
serving veterans, military service members, and their families
About
Educate
Act
Connect
Tools
The Community Blueprint is a community change process and planning tool to help local leaders assess, identify and more effectively deliver resources to improve their community's support for veterans, active military, and their families.
The Blueprint was created through the involvement and expertise of 55 non-profit organizations, military family service organizations, and senior government officials.
The Blueprint highlights 7 issue areas that represent the most critical needs of veterans, active military and military families: behavioral health, education, employment, family strength, financial-legal services, housing, homelessness, and reintegration.
Leveraging volunteerism as an undergirding strategy, the Blueprint offers a suite of training, tools, and resources that help communities develop a "network mindset" and includes "promising practices" or targeted actions that can be taken within these areas.
Are you a community leader and want to get involved? Follow these three steps!
Step 1. Understand the Needs
Step 2. Take Action
DIY TOOLKITS
VOLUNTEER
WE WANT YOU
HandsOn Network
HandsOnNetwork
handsonnetwork Today's @GOOD Citizenship challenge: Read 2 opposing opinions on the same topic:bit.ly/xOAYmQ #30DaysofGOOD
2 hours ago · reply · retweet · favorite
handsonnetwork Today is National #WearRedDay to raise awareness for women and heart disease. How are you donning your red accents?
about 1 hour ago · reply · retweet · favorite
handsonnetwork Nominate an outstanding @AmeriCorpsAlums for the Eli Segal
SHARE YOUR STORY
DONATE

HISTORY


May 2009
Jan 2010
Mar 2010
Jan 2011
April 2011
June 2011
Oct 2011

ADVISORY COUNCIL MEMBERS

- Bob Reeg, American Legion Auxiliary
- Sherri Brown, American Red Cross
- Kate Sylvester, America's Promise Alliance
- Geoff Deutsch, Armed Forces Services Corporation
- Mark Smith, Blue Star Families
- David Sutherland, Chairman of the Joint Chiefs of Staff Office
- Ross Cohen, Chamber of Commerce, Hiring Our Heroes
- Koby Langley, Corporation for National & Community Service (CNCS)
- Spencer Kympton, The Mission Continues
- Mary Keller, Military Child Education Coalition (MCEC)
- Norb Ryan, Military Officers Association of America (MOAA)
- Joyce Raezer, National Military Families Association (NMFA)
- Jim Knotts, Operation Homefront
- Chris Marvin, ServiceNation: Mission Serve
- Bonnie Carroll, Tragedy Assistance Program for Survivors (TAPS)
- Bob Verhey, Veterans Innovation Center
- Barbara Van Dahlen, Give an Hour

TARGET COMMUNITY

THE MILITARY COMMUNITY IS COMPRISED OF:

VETERANS

- Individuals who have served in the U.S. Armed Forces in Active, Reserve or National Guard status, in any branch of service, and any war period or peacetime.

SERVICE MEMBERS

- Individuals who currently serve in the U.S. Armed Forces in Active, Reserve or National Guard status, in any branch of service.

FAMILIES

- Parents, spouses, significant others, children and all extended family who form the support network for a veteran or service member.

NATIONAL TRENDS AND CBN SOLUTIONS

TRENDS

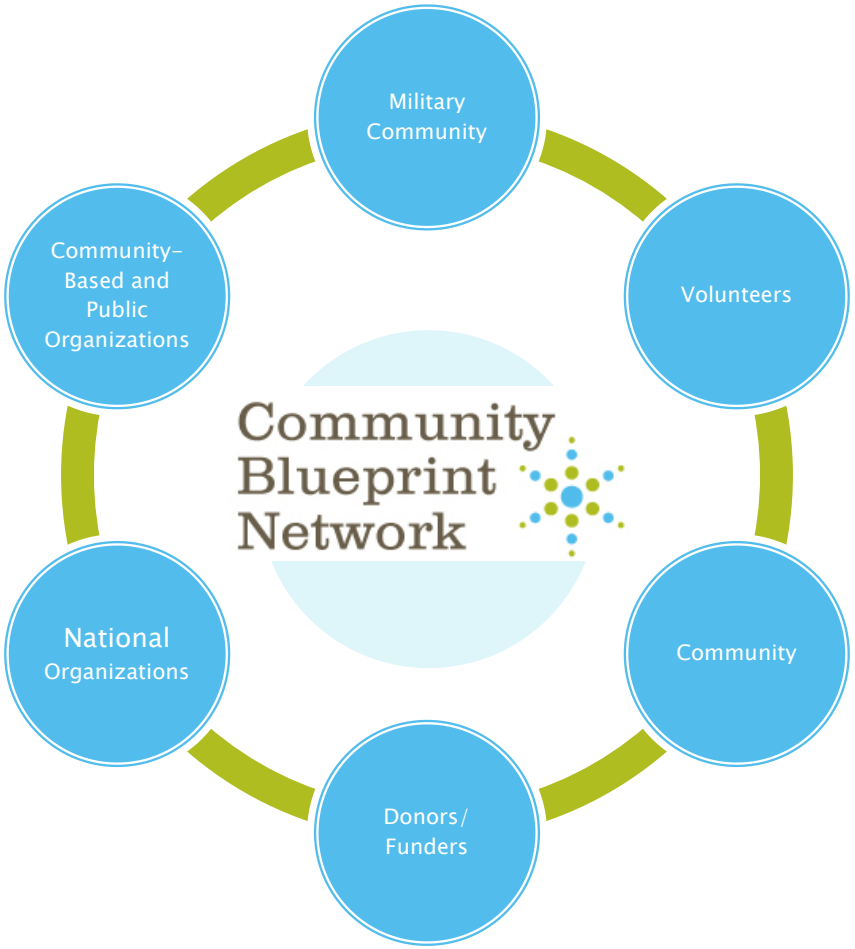
- Lack of public awareness
- Gaps in services available
- Lack of funds
- Failure to view the military community as an asset
- Public is unsure of how to get involved
- Need more meaningful ways for people to engage and volunteer

SOLUTIONS

- Raise awareness amongst local high schools, colleges and elementary schools
- Share leadership
- Engage the military community as an asset instead of singling out as a “population” or “issue”
- Increase overall community engagement with the military community
- Recruit volunteers using social media outlets

BLUEPRINT IMPLEMENTATION MODEL

- Behavioral Health
- Education
- Employment
- Family Strength
- Financial Management and Legal Assistance
- Housing Stability and Homeless Assistance
- Reintegration
- Volunteerism



CBN THEORY OF CHANGE

- Network communities will implement the Blueprint together, resulting in more effective and coordinated services with the military community.



BLUEPRINT NETWORK COMMUNITIES

- Bellingham, WA
- State of Delaware*
- Fairfax, VA*
- Fayetteville, NC*
- Fort Wayne, IN*
- Hampton Roads, VA*
- Huntsville, AL
- Huntsville, TX
- Jacksonville, FL*
- Macon, GA*
- Seattle, WA*
- South Florida Region*
- Tyler, TX
- Valdosta, GA
- Williamsburg, VA



* Indicates AmeriCorps VISTA members provided by the Auxiliary's Call to Service Corps

HOW CAN YOU GET INVOLVED:

- Provide meeting space for Veterans, Military, Military Families or Military Youth Groups.
- Organize community service projects that support Military Families or Veterans groups.
- Donate children's books about deployment to your local library or elementary school.
- Schedule a "**Ready, Set, Go! Training**" through Operation Military Kids for educators, counselors and concerned citizens that would like to learn more about the impact of deployment on children and families.
- Support legislation that would benefit our military community.

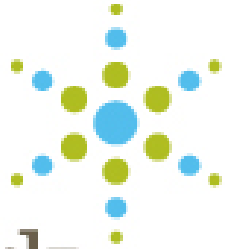
FOR MORE INFORMATION:

CONTACT:

MICHELLE LEE

mlee21601@gmail.com
302 730-4000

FOR MORE INFORMATION....



Community Blueprint Network

serving veterans, military service members, and their families

…Visit the website

www.communityblueprintnetwork.org

QUESTIONS

?

COMMUNITY BLUEPRINT NETWORK

MICHELLE LEE
COMMUNITY BLUEPRINT PROJECT COORDINATOR
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CELL PHONE: (302) 450-6994
FAX: (302) 735-8130
EMAIL: mlee21601@gmail.com

AMERICAN LEGION AUXILIARY

POINTS OF LIGHT

MOAA
Military Officers Association of America
One Powerful Voice.

DR. RONALD G. SARG, COL, USAF (RET)
Delaware Council President
Dover Chapter President

611 N. Governors Ave
Dover, DE 19904

(302) 678-1603
eglron@comcast.net

Background

- There is universal public support for veterans, service members, and their families. Federal, state and local governments, as well as nonprofit, private, and philanthropic resources and services, have grown and improved in communities across America. But supporting veterans, service members, and their families is about ensuring that communities are prepared to organize the resources, services, and support that help military families lead healthy, successful lives. There remain significant gaps in services and a great deal of untapped potential for providing effective and sustainable care through focused planning and coordination.
    - Local leaders and citizens may be unclear on the specific actions they can take. Many solutions require a community-wide approach. Interested communities need a tool to assist them in their capacity-building and to link them to external resources, models, and services for helping veterans, service members, and their families.
    - Additional synchronized support and capacities are potentially needed in many areas, including behavioral health, physical health, education, employment, family strengthening, financial/legal guidance, homelessness assistance, and more.
    - Services need to be evaluated across entire communities to eliminate duplicated efforts.

What Is the Community Blueprint?

- To address these needs by leveraging the combined experience and expertise of collaborating organizations, volunteers from several leading nonprofits are creating an online Community Blueprint tool that will help local community leaders assess and improve their community's support for veterans, service members, and their families.
    - The Blueprint will assist each community in assessing and fulfilling its role in supporting those who have borne the price of battle—veterans, service members, and their families.
    - The Blueprint is designed to help community leaders and citizens gain a more precise and locally focused understanding of how they can contribute to an improved support matrix, including offering opportunities for civilians, service members, veterans, and their families to volunteer and serve alongside each other.
    - The Blueprint will provide community leaders with information about the primary challenges returning veterans, service members, and their families may face.
    - The Blueprint will offer advice based on practices worthy of replication and experience about setting priorities, adopting strategies that work, and building coalitions to implement those strategies.
    - The Blueprint is user-friendly and will focus on eight key areas: Behavioral Health, Education, Employment, Family Strength, Financial/Legal Problems, Homelessness, Reintegration, and Volunteerism. Under each of these key headings the Blueprint will list five to seven topics that stakeholders (community leaders, civic leaders, VSOs, etc.) can address. For example, under Education, stakeholders will find the topic "Welcome and Integration: Strategies to identify and support military-connected students/families." Each topic will have tabs for additional information and resources.
    - The idea is to provide communities with a forum to learn and share successful practices and to bring key stakeholders/community leaders together to collaborate behind the common goal of assisting our nation's veterans, service members, and their families.



Who Is Involved in the Community Blueprint Effort?

- The Community Blueprint initiative is led by a coalition that understands that no one organization has all of the answers. For the initiative to be successful, it will take collaboration, coordination, and focus.
  - The impetus to create this Blueprint emerged from the "America Joins Forces with Military Families" retreat in White Oak, Florida, in January 2010, when a group representing 55 nonprofits, veterans and military family service organizations, government agencies, faith-based groups, and senior VA, DOL, and DOD offices came together to discuss the challenges facing America's military families.
  - The National Military Family Association's Blue Ribbon Policy Panel called again for the creation of resources to enhance community support of military families at the association's May 2010 summit.
  - The federal Corporation for National and Community Service has committed support for the Community Blueprint by allocating ten AmeriCorps VISTA members to assist in developing and implementing the Blueprint initiative.

Outcomes and Evaluation

- Representatives of the core Community Blueprint partner organizations will form the Advisory Council to oversee and ensure the implementation and utilization of the Community Blueprint, to continue to discuss practices worth replicating, and to update the Blueprint as warranted. The Advisory Council will continue to solicit additional partner organizations that can share practices worthy of replication and help to disseminate information about the Community Blueprint.
- A key measure of success will be gauging how many communities are utilizing the Community Blueprint. Each community will define its own success in terms of raising awareness, changing attitudes, connecting military members to services, etc. These success stories will be used in public relations and fund development efforts.
- Individual communities will submit their own successful practices and other communities will have the opportunity to learn from this information and to copy what works.

Timeline and Next Steps

- There are currently several efforts under way to determine how best to implement an initiative such as the Community Blueprint across the country.
- A downloadable copy of the Blueprint will be available once this initiative has been formally launched and will direct interested parties to the Advisory Council for additional information. A Web site dedicated to the Community Blueprint is virtually complete. Community Blueprint partner organizations will offer the downloadable version on their Web sites and will conduct outreach to market its availability.
- Community Blueprint partner organizations will continue to seek funding for different aspects of the Blueprint, including the development and administration of the Web site, promotion and management of the different sections of the Blueprint, and eventually for hiring permanent staff (i.e. Executive Director) to oversee and implement the initiative.
- Blueprint partner organizations have been in discussions with several major corporations, foundations, and notable companies that have expressed a serious interest in joining this effort.
- We are reaching out to approximately 75 organizations that have already expressed an interest in this initiative through participation in previous discussions and/or meetings to determine their interest in officially joining the effort. The Advisory Council will be comprised of representatives of the organizations supporting the Community Blueprint.

Violation of Dangerous Building Ordinance 345 & 347 Northdown Drive

Planning & Inspections Department

Dover, Delaware

July 23, 2012

EXHIBIT #2
Regular Council Meeting of 7/23/2012

345 & 347 Northdown Drive Case History

- History of code violations since 2009 (6 cases)
  - Closing of a vacant building
  - Vacant building registration
- Condemned as unfit for human habitation on 6/11/2012.
- Registered as vacant buildings on 5/8/2012 with all registration fees paid.
- Construction of the townhomes was stopped in early 2009 and both homes have been left unoccupied and incomplete.
- The electric service to both townhomes was cut on 9/14/2011.

Dangerous Building Code – Chapter 22 Article XI, Sec. 22-381

- (5) *Unfit for habitation*
- (9) *General welfare*
- *(10) Code violations*
- *(12) Unoccupied buildings*
- *(13) Incomplete buildings*


349
07/23/2012 09:57


07/23/2012 09:58


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20-816
07/23/2012 09:57


07/23/2012 09:58

Recommended Council Action

- Declare these buildings on the properties dangerous.
- Order the properties repaired.
- Order the Building Inspector to cause the repair of the structures if not completed by the owner **by August 23, 2012**.
- Order the City Manager with the assistance of the City Solicitor to cause the cost of repairs or demolition to be charged against the land on which the building exists as a municipal lien or cause such cost to be added to the tax duplicate as an assessment, or to be levied as a special tax, or to be recovered in a suit at law against the owner.

Violation of Dangerous Building Ordinance 357, 361, 365 & 408 Northdown Dr

Planning & Inspections Department

Dover, Delaware

July 23, 2012

EXHIBIT #3
Regular Council Meeting of 7/23/2012

Northdown Drive
Case History

- History of code violations since 2009 (12 cases).
  - Exterior trash/debris violations
  - Weed overgrowth
  - Closing of a vacant structure
- Condemned as unfit for human habitation on 6/11/2012.
- Registered as vacant buildings on 5/8/2012 with registration fees paid.
- Construction of the homes were stopped in early 2009 and have remained unoccupied & incomplete.

Dangerous Building Code – Chapter 22 Article XI, Sec. 22-381

- (5) *Unfit for habitation*
- (9) *General welfare*
- *(10) Code violations*
- *(12) Unoccupied buildings*
- *(13) Incomplete buildings*


07/23/2012 09:45


07/23/2012 09:49


07/23/2012 09:50


07/23/2012 09:51


07/23/2012 09:52


07/23/2012 09:52


Tyvek
HomeWrap
414
07/23/2012 09:54


07/23/2012 09:53


Tyvek
HomeWrap
GRACE VYCOR PLUS
414
07/23/2012 09:54


Tyvek
HomeWrap
DUPONT
07/23/2012 09:56


07/23/2012 09:55

Recommended Council Action

- Declare these building dangerous.
- Order the property demolished (including removal of the foundations).
- Order the Building Inspector to cause the demolition of the structures if not completed by the owner **by August 23, 2012**.
- Order the City Manager with the assistance of the City Solicitor to cause the cost of repairs or demolition to be charged against the land on which the building exists as a municipal lien or cause such cost to be added to the tax duplicate as an assessment, or to be levied as a special tax, or to be recovered in a suit at law against the owner.

FIRST READING

CITY OF DOVER PROPOSED ORDINANCE #2012-20

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

That Chapter 2 - Administration, Article II - City Council, Division 1 - Generally, of the Dover Code be amended by striking Section 2-31 - District Boundaries in its entirety and inserting in lieu thereof a new Section 2-31 to read as follows:

Sec. 2-31. - District boundaries.

In order that the members of the council shall be distributed over the city, the city shall be divided into four representative districts and two members of the council shall be residents of each district. Such districts are to be distributed as follows:

(1) *District 1*. District 1 is defined as the area within the corporate limits of the city contained within the following boundaries:

Beginning at the boundary line of the corporate limits of the city, at a point in the centerline of McKee Road; then running in a westerly direction following the boundary line of the corporate limits of the city to its intersection with the centerline of Hazletville Road; then running in an easterly direction with said line of Hazletville Road to the to its intersection with the centerline of Saulsbury Road; then in a northerly direction with said line of Saulsbury Road to its intersection with the centerline of Walker Road; then in a westerly direction with said line of Walker Road to its intersection with Kenton Road; then in a northerly direction with said centerline of Kenton Road to its intersection with the centerline of College Road; then running in a northeasterly direction with said line of College Road to its intersection with McKee Road; then in a northwesterly direction with said line of McKee Road to the point of beginning, excluding within these given boundaries any areas not within the corporate limits of the city.

(2) *District 2*. District 2 is defined as the area within the corporate limits of the city contained within the following boundaries:

Beginning at the boundary line of the corporate limits of the city, at a point in the centerline of Hazletville Road; then running in an easterly direction with said line of Hazletville Road which becomes North Street, to its intersection with the centerline of West Street; then running in a southerly direction with said line of West Street to its intersection with the centerline of Queen Street; then running in a southwesterly direction with said line of Queen Street to the intersection of the centerline of Westview Terrace; then running in a southeasterly direction with said line of Westview Terrace to its intersection with the centerline of Dover Street; then running in a easterly direction with said line of Dover Street to its intersection with the centerline of New Street; then running in a northerly direction with said line of New Street to its intersection with the centerline of South Street; then running in a easterly

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direction with said line of South Street to its intersection with the centerline of State Street; then running north with said line of State Street to its intersection of the centerline of Water Street; then running in an easterly direction with said line of Water Street to its intersection with the south west side of Legislative Avenue; then running southerly with said intersection of Water Street and the west line of Legislative Avenue to its intersection with the southeast corner of parcel number ED-05-077.09-05-56.00; then running with said east property line of said parcel to the intersection of the centerline of the Saint Jones River; then running in a southerly direction with said line of the Saint Jones River to its intersection with the centerline of State Route 13; then running northeasterly with said line of State Route 13 to its intersection with the centerline of Court Street; then running in a westerly direction with said line of Court Street to its intersection of the centerline of the Saint Jones River; then running northwest with said line of the Saint Jones River to its intersection with Loockerman Street; then running westerly with said line of Loockerman Street to its intersection of the centerline of Governors Avenue; then running in a northerly direction with said line of Governors Avenue to its intersection of the centerline of Reed Street; then running in an easterly direction with said line of Reed Street to its intersection of the centerline of State Street; then running in a northerly direction with said line of South State Street to its intersection of the centerline of Division Street; then running in a easterly direction with said line of Division Street to its intersection of the centerline of Kings Highway; then running in a northerly and northeasterly direction with said line of Kings Highway to its intersection of the centerline of White Oak Road; then running in a northeasterly direction with said line of White Oak Road to its intersection of the Willis Road; then running in a southerly direction with said line of Willis Road to its intersection of the centerline of Division Street which becomes North Little Creek Road; then running in an easterly direction with said line of North Little Creek Road to the eastern corporate limits of the city; then running in an easterly and southerly direction with said corporate limits of the city to the place of beginning, excluding within these given boundaries any areas not within the corporate limits of the city.

(3) *District 3*. District 3 is defined as the area within the corporate limits of the city lying within the following boundaries:

Beginning at the boundary line of the corporate limits of the city, at a point in the centerline of North Little Creek Road; then running in a westerly direction with said line of North Little Creek Road which becomes Division Street to its intersection with the centerline of Willis Road; then running in a northerly direction with said line of Willis Road to its intersection with the centerline of White Oak Road; then running in a westerly direction with said line of White Oak Road to its intersection with the centerline of Kings Highway; then running in a southerly direction with said line of Kings Highway to its intersection with the centerline of Division Street; then in a westerly direction with said line of Division Street to its intersection with the centerline of State Street; then running in a southerly direction with said line of State Street to its intersection with the centerline of Reed Street; then running in a westerly direction with said centerline of Reed Street to its intersection with the centerline of

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Governors Avenue; then running in a northerly direction with said line of Governors Avenue to its intersection with the centerline of Mary Street; then running westerly with the said line of Mary Street to the western edge of the railroad tracks; then running a northwesterly direction with the western edge of the railroad tracks to the intersection of the centerline with Walker Road; then running in a easterly direction with said line of Walker Road to the intersection of State Street; the running in a north easterly direction with the said line of State Street to the centerline of State Route 13; the running in a northwesterly direction with said line of State Route 13 to the southeastern portion of parcel ED-05-057.01-02-01.00; then running south 57 degrees 05 minutes west 620 feet to the corner of said parcel; then running north 27 degrees 12 minutes west 201.0 feet; then continuing north 27 degrees 12 minutes west to the intersection of the centerline of Scarborough Road; then running southwesterly with said line of Scarborough Road to the intersection of the centerline of McKee Road; then running northerly with said line of McKee Road to the corporate limits of the city; then continuing east and south with the corporate limits of the city to the place of beginning, excluding within these given boundaries any areas not within the corporate limits of the city.

(4) *District 4*. District 4 is defined as the area within the corporate limits of the city lying within the following boundaries:

Beginning at a point in the west edge of State Route 13 and the southeast corner of parcel ED-05-057.01-02-01.00; then running south 57 degrees 05 minutes west 620 feet to the corner of said parcel; then running north 27 degrees 12 minutes west 201.0 feet; then continuing north 27 degrees 12 minutes west to the intersection of the centerline of Scarborough Road; then running southwesterly with said line of Scarborough Road to the intersection of the centerline of McKee Road; then running southerly with said line of McKee Road to the intersection of the centerline of College Road; then running westerly with said line of College Road to the intersection of the centerline of Kenton Road; then running southerly with said line of Kenton Road to the intersection of the centerline of Walker Road; then running north easterly with said line of Walker Road to the intersection of the centerline of Saulsbury Road; then running southerly with said line of Saulsbury Road to the intersection of North Street; then running easterly with said line of North Street to the intersection of West Street; then then running in a southerly direction with said line of West Street to its intersection with the centerline of Queen Street; then running in a south westerly direction with said line of Queen Street to the intersection of the centerline of Westview Terrace; then running in a south easterly direction with said centerline of Westview Terrace to its intersection with the centerline of Dover Street; then running in a easterly direction with said centerline of Dover Street to its intersection with the centerline of Monroe Terrace; the running in a northerly direction with said line of Monroe Terrace to its intersection with South Street; then running in an easterly direction with said centerline of South Street to its intersection with the centerline of State Street; then running in a northerly direction with said centerline of South State Street to its intersection with the centerline of Water Street; then running in an easterly direction with said line of Water Street to its intersection

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with the west side of Legislative Avenue; then running southerly with said intersection of Water Street and the west line of Legislative Avenue to its intersection with the southeast corner of parcel number ED-05-077.09-05-56.00; then running with said east property line of said parcel to the intersection of the centerline of the Saint Jones River; then running in a southerly direction with said line of Saint Jones River to its intersection with the centerline of State Route 13; then running northeasterly with said line of State Route 13 to the intersection with the centerline of Court Street; then running in a northwesterly direction with said line of Court Street to the intersection of the Saint Jones River; then running northwest with said line of the Saint Jones River to the intersection with Loockerman Street; then running westerly with said line of Loockerman Street to the intersection of the centerline of Governors Avenue; then running northerly with said line of Governors Avenue to the intersection of the centerline of Mary Street; then running westerly with said line of Mary Street to the western edge of the railroad tracks; then running northwesterly with said western edge of the railroad tracts to the intersection of the centerline with Walker Road; then running in a easterly direction with said line of Walker Road to the intersection of State Street; the running in a north easterly direction with said line of State Street to the centerline of State Route 13; then running in a northwesterly direction with said line of State Route 13 to the beginning point, excluding within these given boundaries any areas not within the corporate limits of the city.

ADOPTED: *

S:\ORDINANCES\2012\Draft\2012-20 - Ch 2 - Administration, Art II - City Council, Div 1 - Generally, Sec 2-31 - District Boundaries .wpd

SYNOPSIS

In accordance with Article II - Mayor and Council, Section 5 - Council to be legislative body; size; districts; terms of mayor and councilmen; qualifications, of the Charter of the City of Dover, the ordinance divides the election district boundaries so that the districts are nearly equal in population as shown by the most recent federal decennial census (2010). In accordance with the 1988 Consent Decree (Order), the ordinance maintains a black majority district of at least a 65% black population and a majority black voting age population.

Actions History

August 13, 2012 - Scheduled for Public Hearing/First Reading

July 11, 2012 - Considered at Joint LF&A/Election Board Meeting

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PETITION TO AMEND ZONING ORDINANCE TEXT

Report to the
Dover City Council
August 13, 2012

Proposed Change: Amendment to *Zoning Ordinance*, Article 5 –Supplementary Regulations, Section 4 – Supplementary Sign Regulations

Summary of Amendment: In January 2012, the Planning Office began meeting with members of the business community to discuss changes to the *Zoning Ordinance*. The group identified a number of areas where the *Zoning Ordinance* created impediments to business. The top priority identified was the Sign Regulations. Since that time, the City Planner has been meeting on a monthly basis to work through proposed revisions to the Sign Regulations. The proposed ordinance is the result of these efforts, and includes a combination of clarifications, simplification of the requirements, and significant relaxation of the regulations currently in place. Following is a brief summary of the proposed changes to the substance of the regulation.

- Addition of administrative discretion on freestanding sign setback for existing developed properties where meeting the required setback would interfere with existing required parking, drive aisles, or fire lane requirements.
- Updates to the definitions, using the *United States Sign Council's Model Sign Code*.
- Addition of flags as signs permitted in all zones, with a definition to ensure that the term "flag" is not interpreted too broadly.
- Replacement of current illumination standards with those from the *United States Sign Council's Model Sign Code*.
- Addition of Electronic Messaging Center regulations from the *United States Sign Council's Model Sign Code* and inclusion of the following changes:
    - Change the display time for the message from 15 seconds to 8 seconds; and
    - Allow scrolling, fading and dissolving for transitions between messages.
- Amendment of "monument sign" definition to remove the requirement that monument signs be wider than they are tall.
- Amendment of "sign area" definition to allow for a series of geometric shapes rather than one geometric shape in

determining sign area.
- Increase in the sign area permitted for directional signage.
- Changes to the Sign Table, including the following:
    - Removal of maximum height for wall signs. Height of wall signs will be restricted by the building height.
    - Increase in the maximum sign area square footage.
    - Elimination of the mountable wall area requirement.
    - Reduction of the exclusion zones for monument and pylon signs.
    - Change in number of wall signs permitted per frontage from one to two.
- Increase the percentage of window that can be covered by a window sign from 30% to 50%.
- Allowance for more flexibility relating to temporary signs.
- Removal of requirement that nonconforming signs be brought into compliance when a change of use is involved.

The proposed ordinance is the result of detailed discussion about how the regulations can be more business friendly while still protecting the character of Dover and avoiding sign clutter that could contribute to driver safety concerns. There were a number of concessions made by the Planning Office and the business representatives to ensure that the product achieved this delicate balance.

Planning Commission Recommendation: Following a public hearing on July 16, 2012, where one member of the public spoke in favor of the proposed ordinance, the Planning Commission voted unanimously (9-0) to recommend that City Council approve the proposed ordinance.

Ordinance Number: 2012-13

File Number: MI-12-15

Excerpt from DRAFT Planning Commission Minutes of July 16, 2012:

MI-12-15 Text Amendment: Revisions to *Zoning Ordinance,* Article 4 Section 5 Supplementary Sign Regulations - Public Hearing and Review for Recommendation to City Council of a series of Text Amendments to the *Zoning Ordinance*, Article 4 Section 5 Supplementary Sign Regulations. The proposed ordinance is a comprehensive amendment to the City's Sign Regulations. Proposed amendments allow for additional signage, increase in the allowable sign area, allowances for additional signage and sign placement, increased flexibility for temporary signage, revised definitions, updates the Sign Regulations using the United States Sign Council's Model Sign Code, and a revised Sign Table outlining permitted signage based on property use, adjacent uses, and road type. The series of text amendments amend Article 4 Section 5 of the *Zoning Ordinance*. Ordinance #2012-13.

Representative: Staff

Mrs. Townshend stated that after hearing a lot of feedback from members of City Council and the business community regarding the Sign Regulations being too stringent, she reached out to the Chamber of Commerce and the Real Estate community. Beginning in January, Staff started to meet specifically regarding signs as there will be other things that we will be meeting on in the fall. Mr. Malmberg was part of that group where we had a very good assemblance of people representing the business community.

Mrs. Townshend further stated that what was included in the packet was a bullet point list of the substantial changes to the Sign Regulations. In some cases, we took language from the *United States Sign Council Model Sign Code*. In addition to being the industry voice, they are also the body that has done the most research in terms of signage and the safety aspects of signage. Staff looked at their illumination standards and definition of sign area and electronic messaging centers.

Mrs. Townshend stated that Staff changed some definitions regarding the monument sign. Currently, it requires that it be wider than tall which means that there is nowhere in the Code that addresses whether it is taller than wide. In some cases if taller than wide it looks perfectly fine. The idea that these should be prohibited did not make sense so we changed the definition of monument signs so that the "wider than tall" comes out.

Mrs. Townshend further stated that the way that we define "sign area" in the current Sign Regulations has you putting one geometrical figure over the print. In the case where you have something that is taller in one area and lower in another, you have to box out that whole area. You would be boxing out a lot of white space that has to be counted towards the sign area; however, it is really not signage. We looked again to the United States Sign Council in their definition and it can be a series of geometrical shapes.

Mrs. Townshend further stated some other changes included: increasing the sign area for directional signage and a number of changes to the Sign Table such as removing the maximum height for wall signs that would be regulated by the building height where we obviously can't have a wall sign higher than the building. This is an area that we have seen things come forward in the past that we have been stuck with. It also includes increasing the maximum sign area square footage; elimination of the mountable wall area requirement while there is still a maximum percentage of the wall face that you can use; a reduction in the exclusion zones for monument and pylon signs; a change in the number of wall signs per frontage from one (1) to two (2); increasing the amount of the window that can be covered by window signage; and allowing more flexibility for Temporary Signs.

Mrs. Townshend further stated another change included the removal of the requirement that a non-conforming sign has to be brought into compliance when a change of use is involved. An example of that would be having an existing building with non-conforming signage such as a restaurant and it closes and a new restaurant comes in, you would be able to reface the sign because there would be no change of use. However, if it is a restaurant and the restaurant closes and it becomes an insurance office, the signage would need to come into compliance. We have found that to be very onerous for small business owners.

Mrs. Townshend further stated that there was a lot of compromise in these changes; however, she believes that it is certainly more generous than what we have now. However, it is strong enough to prevent the sign clutter that you see outside of the City.

Mr. Nichols questioned what is the limitation of entrances on State Street only? Does that mean new entrances or no more? Responding to Mr. Nichols, Mrs. Townshend stated that this is the RG-O Zoning District and is language that is just in there. This is the Ordinance that was the last item on the agenda. What this means is that for the restaurants in the RG-O Zone, if they are located on State Street, they would have to take their entrance from State Street. This would be physical not a driveway; however, a door.

Mr. Holden questioned with regards to the non-conforming signs, there are a large number of non-conforming signs. Is there another mechanism to bring them into conformance if businesses change hands or are we essentially saying that this is the way that the sign is and will stay that way forever? Responding to Mr. Holden, Mrs. Townshend stated that it would have to come into compliance if it is removed or if there is a certain degree of alteration to the property. For instance, if you tear down the building and rebuild something there, the new signage would have to comply. Colonel Welsh questioned the changes to the Sign Table that include the following: the removal of the maximum height for wall signs. Would wall signs be restricted by the building height? Responding to Colonel Welsh, Mrs. Townshend stated that this is something that we did for new buildings back in 2009 when we made changes. Staff put it in the pervue of the Planning Commission to allow signage that exceeded thirty (30) feet. What we were finding is if something comes in and it is an existing building and a new tenant, they cannot place the sign high on the building because it is limited by thirty (30) feet. There are plenty of times where something taller than thirty (30) feet works with the building so we wanted to be able to allow that administratively. When you are looking in terms of the scale of the building, it will not exceed the building height. Part of the reason you control sign height is largely the pylon thing where you do not have a hundred foot tall pylon sign that you can see from Jupiter. In the case of a wall sign, if you have a building that is sixty-five feet tall limiting the wall sign height to thirty (30) feet, it could be in a really bad spot.

Colonel Welsh further questioned by more flexibility related to Temporary Signs, how will this be regulated? Responding to Colonel Welsh, Mrs. Townshend stated that no matter what we do with Temporary Signs, it is going to be a challenge to enforce as they have always been a challenge to enforce. We are going to have to put the Inspectors in a position of monitoring it by checking to see when a sign goes up and when it goes down.

Colonel Welsh opened a public hearing

Mr. Conny Malmberg – Stated that he was selected for the Sign Regulations Committee because he has had several applications before the Board of Adjustment for signs that just did not make sense. He feels that a lot of the impetus for this Ordinance was to try and not have stuff that is plainly obvious shouldn't be the way that it is coming before the Board of Adjustment all of the time. He feels that a lot of these issues were addressed. Mrs. Townshend stated that there was a lot of compromise; however, it was not all of us versus Staff. It was really a lot of different

participants with different points of view that were doing most of the compromise. Staff did a fantastic job with a lot of background work and the way that different jurisdictions handled this and were generally very supportive. He feels that these changes are a great idea in that it will not turn into Las Vegas around here and it is getting rid of things that would not make sense if we started to apply them and save the Board of Adjustment some time.

Mrs. Townshend stated that while she was at the table with the business community, Janelle Cornwell had the tedious task of making sure that everything was incorporated correctly.

Colonel Welsh closed the public hearing after seeing no one else wishing to speak.

Mr. Ambruso moved to forward recommendation of approval to City Council for MI-12-15 Text Amendment: Revisions to Zoning Ordinance, Article 4 Section 5 Supplementary Sign Regulations, seconded by Mr. Baldwin and the motion was unanimously carried 9-0.

CITY OF DOVER

DEVELOPMENT ADVISORY COMMITTEE

APPLICATION REVIEW COMMENTARY

STAFF D.A.C. MEETING DATE: JUNE 27, 2012

CITY OF DOVER
Electric &
Public Works
Departments

APPLICATION: **TEXT AMENDMENT: REVISIONS TO *ZONING ORDINANCE*, ARTICLE 4 SECTION 5 SUPPLEMENTARY SIGN REGULATIONS**

FILE #: **MI-12-15**

REVIEWING AGENCY: **City of Dover Electric and Public Works Departments**

CONTACT PERSON: **Steve Enss - Electric**
Jason A. Lyon – Public Works

CONTACT PHONE #: **ELECTRIC - 302-736-7070 PUBLIC WORKS – 302-736-7025**

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

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

CITY AND STATE CODE REQUIREMENTS

ELECTRIC / WATER / WASTEWATER / STORMWATER / SANITATION / STREETS / GROUNDS

1. Our office has no objections to the proposed amendment.

RECOMMENDATIONS SUGGESTED AS CONDITIONS OF APPROVAL TO MEET CODE OBJECTIVES

ELECTRIC / WATER / WASTEWATER / STORMWATER / SANITATION / STREETS / GROUNDS

1. None

ADVISORY COMMENTS TO THE APPLICANT

ELECTRIC / WATER / WASTEWATER / STORMWATER / SANITATION / STREETS / GROUNDS

1. None.

IF YOU HAVE ANY QUESTIONS OR NEED TO DISCUSS ANY OF THE ABOVE COMMENTS, PLEASE CALL THE ABOVE CONTACT PERSON AND THE PLANNING DEPARTMENT AS SOON AS POSSIBLE.

FINAL READING

CITY OF DOVER
ORDINANCE #2012-13

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

That Appendix B – Zoning, Article 5 – Supplementary Regulations, Section 4 – Supplementary Sign Regulations be amended by deleting the text in red, bold, strikethrough and inserting the text in blue, bold, italics as follows:

Section 4. Supplementary sign regulations.

4.1 *Purpose statement.* The purpose of this ~~**ordinance**~~ ~~[~~section~~]~~ is to create a legal framework for a comprehensive and balanced system of signs and other street graphics to facilitate an easy and pleasant communication between people and their environment. ~~**This ordinance**~~ ~~[~~The ordinance from which this section is derived~~]~~ is enacted to avoid the visual clutter that is potentially harmful to vehicular and pedestrian safety, property values, business environment and opportunities, and community appearance. With these purposes in mind, it is the intent of this ~~**ordinance**~~ ~~[~~section~~]~~ to authorize the use of signs which are compatible with their surroundings, appropriate to the activity that displays them, expressive of the identity of individual activities and the community as a whole, and legible in the circumstances in which they are seen, understanding that it is important for the economic vitality of the community as well as individual businesses and institutions that they are clearly identified and their services are understood by the traveling public.

All signs, which are regulated by this ~~**ordinance**~~ ***section***, shall conform to the following general guidelines:

A. *The legibility of signs*. Signs shall be legible under the circumstances in which they are primarily seen. Signs shall legibly convey their messages without being distracting or unsafe to motorists reading them. The legibility of signs is related to the speeds at which they are viewed; the context and surroundings in which they are seen; ~~[~~and~~]~~ the design, colors, and contrasts of the sign copy and sign face.

B. *The relationship of signs to the buildings and sites they identify*. Signs shall be an integral architectural element of the buildings and sites that they identify and their design shall be consistent with, and not detract from, the overall architectural concept of the site. Signs should be of an appropriate size and scale in relation to the buildings on the lot.

4.2 *General provisions*.

A. *Permitting*. No sign, advertising display or structure, poster or device shall be erected, moved, enlarged or reconstructed except in accordance with this ordinance. All signs, except exempt signs, shall require a permit and fee as prescribed in Appendix F, Chapter 22-Buildings and Building Regulations.

B. *Administration*. Administration, interpretation, and enforcement of the provisions of this section shall be under the authority of the city planner or their authorized designee. In administering the provisions of this ~~**ordinance**~~ ***section***, the city planner

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shall evaluate signs and applications for sign permits for conformity with the design guidelines, standards, and specifications contained herein. Appeals from the application or interpretation of any provision of this ~~ordinance~~ ***section*** may be processed in accordance with the provisions of article 9 (board of adjustment) of ~~this ordinance~~ ***the zoning ordinance***.

C. *Unsafe, dilapidated and illegal signs*. If it is determined by the city planner or his authorized designee that any sign is unsafe, presents a hazard to the safe operation and movement of motorized or nonmotorized vehicular traffic, or to pedestrians, or is in a dilapidated condition, or is in a state of disrepair, or is otherwise in violation of any provision of this ~~ordinance~~ ***section***, the owner of such sign shall be responsible for removal of such sign and supporting structure within 14 days of receipt of written notification by the city planner. In cases where signs are determined to be unsafe or present a hazard, the city planner may order their removal in a shorter period of time. Responsibility for removal shall be in accordance with subsection 4.10 - Nonconforming signs, B., and subsection 4.11 - Abandoned ***and Damaged*** signs, of this section.

D. Setback. All signs, including those which do not require a permit, shall be setback from the right-of-way in accordance with the provisions of Article 5, Section 4.7, unless otherwise specified, and shall not interfere with aboveground or underground utilities.

E. Administrative Waiver. For existing developed properties where placement of the sign in accordance with the required setback would interfere with existing required parking, fire lane, or other site improvements, the city planner shall have the authority to waive the setback requirement.

4.3 *Sign definitions*.

Abandoned sign: A sign relating to or identifying a business or activity which has not been conducted on the premises for ~~60~~ ***90*** days, or seven days after an election or event ***that the sign is advertising***.

Adjacent to residential: Property lines which are situated within 200 feet and which front on the same street as a parcel, or group of parcels containing residential uses, or that are zoned for residential uses, excluding residential uses and districts fronting on principal arterial roads.

Architectural feature: An exterior component of the architecture of a building, which has a structural, functional or decorative purpose. This term shall apply to elements such as windows, doors, entry porticos, porte-cocheres, colonnades, cornices, porch columns, railings and balusters, band courses, ~~coins~~ ***quoins***, water tables, exterior vents and louvers, moldings and other trim.

Awning sign: A wall sign that is a part of a fabric or other non-structural awning.

Banner: A light-weight fabric or similar ***non-rigid*** material which is mounted to a pole or structure, either enclosed in a frame or mounted to allow movement caused by the atmosphere.

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Canopy sign: A type of wall sign attached to a permanent, decorative porch or walkway cover, other than an awning, which is attached to a building or supported by columns, extending to the ground.

Changeable ~~**copy**~~ *sign*: ~~**Any sign involving mechanical or electronic systems which enable such signs, letters, numbers, or graphics to be changed periodically to display different text messages or graphics.**~~ ***A sign with the capability of content change by means of manual or remote input, includes the following types:***

1. Manually activated – Changeable sign whose messages, copy or content can be changed manually on a display surface.

2. Electrically activated – Changeable sign whose message copy or content can be changed by means of remote electrically energized on-off switching combinations of alphabetic or pictographic components arranged on a display surface. Illumination may be integral to the components, such as characterized by lamps or other light-emitting devices; or it may be from an external light source designed to reflect off the changeable component display. See also Electronic Message Center.

Clear Height: The distance from the ground to the bottom of the sign. The minimum clear height shall be eight feet for pylon sign, projecting sign, and any other sign that may impact pedestrian traffic.

Comprehensive signage plan: A plan for all signs associated with a unified campus or complex.

Conforming sign: Any sign that conforms to the provisions of this ~~**ordinance**~~ ***section***.

Construction sign: A sign which identifies architects, engineers, contractors and other individuals or firms involved with construction on the premises, the name of the building or development, the intended purpose of the building, and/or the expected completion date.

Directional sign: A freestanding sign whose primary function is to give aid to motorists or pedestrians in locating buildings or roads.

Electronic Message Center or Sign (EMC): An electrically activated changeable sign whose variable message and/or graphic presentation capability can be electronically programmed by computer from a remote location. Also known as an EMC. EMC's typically use light emitting diodes (LEDs) as a lighting source.

Exclusion zone: The area adjacent to an existing or proposed freestanding sign within which no other freestanding sign of a similar sign type shall exist or be placed. The exclusion zone shall be measured outward in all directions from the extreme limits of the sign structure a prescribed distance.

Flag: A rectangular or pennant shaped piece of fabric or flexible material of distinctive design that is used as a symbol (as of a nation or state), as a signaling device, or as a decoration and is attached to a flag pole.

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Freestanding sign: A sign that is not attached to a building and is permanently attached to the ground by one or more supports. Freestanding signs include monument, pylon, post and panel, and post signs.

Frontage: For the purposes of this section, the term "frontage" refers to a ~~**lot's frontage**~~ ***parcel's property line*** along a right-of- way, be it public or private, excluding alleys and service drives that are abutting residential properties. The parcel must be directly adjacent to the right-of-way for it to be considered to have frontage.

Historical or memorial sign: A sign or tablet attached to a building indicating the date of construction and/or the names of the building, the principals involved in its construction, or the history of the building or the site.

Illuminance: The amount of light falling upon a real or imaginary surface, commonly called "light level" or "illumination". Measured in foot candles (lumens/square foot) in the English system and lux (lumens/square meter) in the SI (metric) system.

Illuminated Sign: A sign characterized by the use of artificial light, either projecting through its surface (s) internally or trans-illuminated; or reflecting off its surface(s).

Inflatable sign: A sign that is designed to be filled with air to form a three-dimensional shape which is designed to be anchored to the ground.

Luminance: The light that is emitted by or reflected from a surface. Measured in units of luminous intensity (candelas) per unit area (square meters in SI measurement units or square feet in English measurements units). Expressed in SI units as cd/m2, and in English units as foot lamberts. Sometimes also expressed as "nits", a colloquial reference to SI Units. Can be measured by means of a luminance meter.

Lux: The SI (metric) unit for illuminance. One lux equals 0.093 foot candles.

Monument sign: A low freestanding sign that is affixed to a base that is equal to or wider than the sign itself. The height of the sign is to be measured from the finished grade to the top of the sign. (See figure 5-3.) ~~**Such signs shall be situated so as to have the longer dimension oriented horizontal, and to have the shorter dimension oriented vertical.**~~

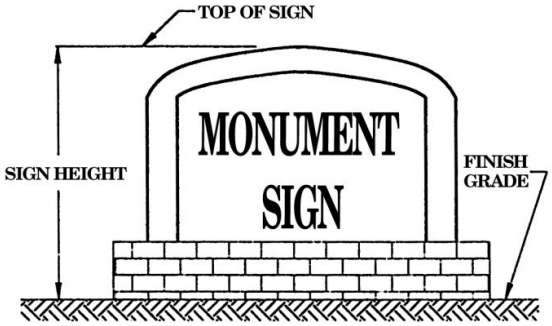


FIGURE 5-3

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~~**Mountable wall area: The area of a wall where a wall sign is to be physically mounted. The area of the wall must be a regular geometric shape (square, rectangle, triangle, or circle), and be uninterrupted by windows, doors, or other architectural features. (See figure 5-4.)**~~

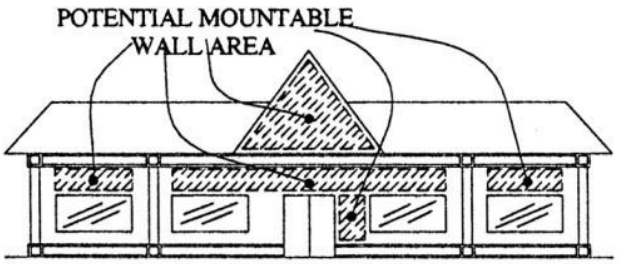


Figure 5-4

FIGURE 5.4 TO BE REMOVED

Nit: A photometric unit of measurement referring to luminance. One nit is equal to one cdm2.

Nonconforming sign: Any sign which does not conform to the regulations of this ordinance, including any signs granted by variance where it can be demonstrated that the original hardship on which the variance was based no longer exists. This definition also includes the structure upon which the sign is erected, or the mounting hardware in the case of wall mounted signs.

Off-premises sign (billboard, etc.): ~~**A sign, other than a shared freestanding sign as defined by this section, which directs attention to a business, commodity, service or entertainment not conducted, sold or offered on the premises where the sign is located, or which business, commodity, service or entertainment forms only minor or incidental activity upon the premises where the sign is displayed. The sale of a commodity is considered a minor activity if the commodity advertised is a specific brand or if the operator of the on-premises business does not directly control the advertising content. These product- oriented signs shall be considered on-premises signs if they comply with on-premises sign requirements.**~~ ***A permanent or temporary sign erected, maintained, or used in the outdoor environment for the purpose of the display of commercial or noncommercial messages not appurtenant to the use of, products sold on, or the sale or lease of the property on which it is displaced. Also referenced as billboard or commercial outdoor advertising sign.***

On-premises sign: A sign which advertises or directs attention to a business, commodity, or service conducted, offered, or sold on the premises, or directs attention to the business or activity conducted on the premises.

Political Sign: A temporary sign intended to advance a political statement, cause, or candidate for office.

Portable sign: Any sign not permanently attached to the ground or other permanent structure, including but not limited to signs with attached wheels~~;~~, A- or T-frame signs~~;~~, ~~[~~and~~]~~ menu and sandwich board signs.

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Post sign: A freestanding sign that is attached to the underside of a horizontal plane or arm and is supported by the horizontal plane. (See figure ~~5-5~~ ***5-4***.)

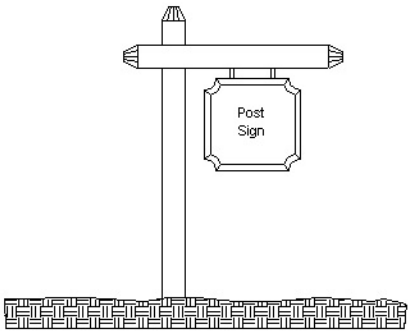


Figure 5.4

Post and Panel sign: A freestanding sign that has a noninternally illuminated panel, not more than six inches in depth that is affixed to two posts and is not more than seven feet in total height. The sign shall not be higher than the supporting posts. (See figure ~~5-6~~ ***5-5***.)

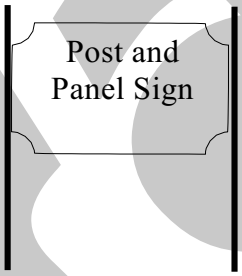


FIGURE ~~5-6~~ ***5-5***

Projecting sign: A wall sign attached to a building with a bracket or other support projecting at a right angle from the building face. (See figure ~~5-7~~ ***5-6***.)

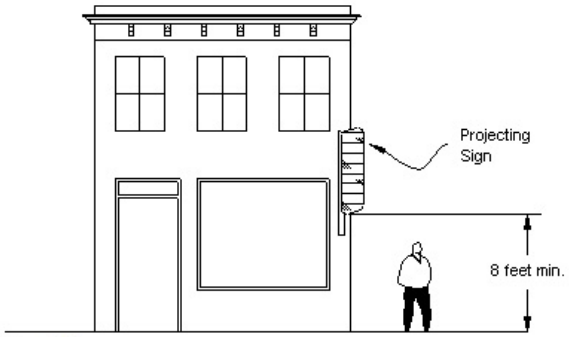


Figure 5.6

draft

Public sign: A sign erected by or on behalf of a governmental body to post a legal notice, identify public property or public buildings, convey public information, and direct or regulate pedestrian or vehicular traffic.

Pylon sign: A tall freestanding sign that is held up by a pole or poles. The supporting structure must be equal to or narrower than the sign itself. (See figure ~~5-8~~ ***5-7***.)

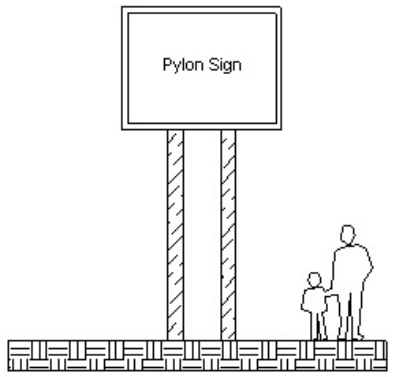


Figure 5.7

Race weekend sign: Any sign erected seven days prior to ~~**or after**~~ a sanctioned automobile race for the purpose of advertising products and services to race fans.

Real estate sign: A sign advertising the premises for sale, rent or lease.

Roof sign: A sign that is attached or painted on the roof, including porch roofs, dormer roofs, overhang roofs, canopy roofs or roofs of another architectural feature. Signs on the lower portion of a mansard or canopy are considered wall signs.

SI (International System of Units): The modern metric system of measurement.

Shared freestanding sign: A sign structure which is shared among ~~not more than two~~ ***multiple*** nonresidential properties or business interests for the purpose of displaying the name, logo type or other commercial message of ~~not more than two~~ ***multiple*** nonresidential occupants of said adjoining properties.

Sign: ~~Any letter, word, model, banner, pennant, insignia, trade flag, device or representation used as, or which is in the nature of, an advertisement, attraction, or directive.~~ ***Any device visible from a public place whose essential purpose and design is to convey either commercial or noncommercial messages by means of graphic presentation of alphabetic or pictorial symbols or representations.***

Sign area: ~~Sign area is determined by calculating the area of an imaginary rectangle, circle or triangle which fully encloses the sign face, including background and logos, but not including supports or braces. For sign structures limited to two sign faces of identical dimensions oriented parallel to one another and not more than 24 inches apart, or not more than 36 inches apart for freestanding signs on an Urban Principal Arterial, sign area shall be determined by calculating the area of one of the sign faces. For all other multi-faced signs, the sign area shall be determined by calculating the sum of all sign faces in aggregate.~~ ***The area of***

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the smallest geometric figure, or the sum of the combination of regular geometric figures, which comprise the sign face. The area of any double-sided or "V" shaped sign shall be the area of the largest single face only. The area of a sphere shall be computed as the area of a circle. The area of all other multiple-sided signs shall be computed as fifty (50) percent of the sum of the area of all faces of the sign.

Sign face: ~~The outwardly visible portion of the sign upon which a name or names, logo types or other commercial message, or combination thereof, is displayed.~~ ***The surface upon, against or through which the sign copy is displayed or illustrated, not including structural supports, architectural features of a building or sign structure, nonstructural thematic or decorative trim, or any areas that are separated from the background surface upon which the sign copy is displayed by a distinct delineation, such as a reveal or border.***

Sign height: The height of a sign shall be the vertical distance from normal grade to the highest point of the sign. Any berming, filling or excavating solely for the purpose of locating the sign shall be computed as a part of the sign height.

Sign setback: The straight line distance measured in linear feet between the street right-of-way line and the nearest element of a sign.

Temporary sign: ~~Any sign which is intended for temporary use or which is not permanently mounted and intended for a designated period in time not to exceed 30 days except as stated in subsection 4.9 - Supplementary sign provisions, D., 1., of this section.~~ ***A sign intended to display either commercial or noncommercial messages of a transitory or temporary nature. Any sign not permanently embedded in the ground, or not permanently affixed to a building or sign structure that is permanently embedded in the ground, is considered a temporary sign.***

Unified campuses and complexes: The term "unified campuses and complexes" means:

(1) Any "shopping center" as the term is defined in ~~this ordinance [section]~~ ***the zoning ordinance*.**

(2) Or, any group of three or more principal structures under common management and operation, located on one or more contiguous properties;

(3) Or, any single commercial or institutional parcel which has more than 400 linear feet of frontage on a principal arterial roadway which is occupied by a conforming commercial or institutional use. Unified campuses and complexes include, but are not limited to, shopping centers; entertainment, educational, medical, governmental, or religious campuses; office complexes; and industrial parks.

Urban Collector and Local Streets: All streets or portion of streets within the corporate limits of the City of Dover which are not specifically classified as urban principal arterials or urban minor arterials under the provisions of this ~~ordinance~~ ***section***.

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Urban Minor Arterials: Delaware (DE) Route 8 (including all alternative names); McKee Road; Saulsbury Road; College Road; North Street (from Saulsbury Road to the western city limits); Kenton Road (from College Road to DE Route 8); State Street (from Walker Road north to US Route 13 and Wyoming Avenue south to the southern city limits); Loockerman Street; Leipsic Road; Webbs Lane, New Burton Road, Scarborough Road, Walker Road and Governors Avenue (from Division Street to the southern city limits) are considered to be urban minor arterials under the provisions of this ~~ordinance~~ ***section***.

Urban Principal Arterial: US Route 13, Bay Road, and Court Street between 13 and Bay Road are considered to be urban principal arterials under the provisions of this ordinance. Delaware State Route 1 is not considered to be a road that will provide frontage for any parcel.

Vehicle sign: A sign displaying a name or names, logo types, graphics, commercial messages or any combination thereof, which is attached to, painted on, or otherwise applied to a motor vehicle.

Wall area: For purposes of calculating wall area, the calculations shall include the height of the wall from ground level to the roofline (mansard roofs also count as wall area), multiplied by the width of the wall (including all architectural features). ~~(See figure 5-4.)~~

Wall sign: Any sign, other than a projecting sign, which is attached to or painted on any wall of any building and projects from the plane of the wall less than ~~12~~ ***18*** inches. A sign attached to the lower slope or face of a mansard roof, canopy, or awning shall be considered a wall sign for purposes of this ordinance. For purposes of this section only, a "wall" shall include any permanent architectural extension of a wall, including parapets, even if such extension projects beyond or above the enclosed portions of the building. Canopy, marquee, and awning signs are all types of wall signs. (See figure ~~5-9~~ ***5-8***).



Figure 5.8

Window sign: ~~A wall sign which is attached to, painted on or etched into a window or door, or which is displayed within 12 inches of the window and is legible from outside the window.~~ ***A sign affixed to the surface of a window with its message intended to be visible to the exterior environment***.

4.4 *Design requirements*.

A. *Freestanding signs*.

1. Freestanding signs and attendant structures and bases shall be designed as an integral part of the site development and shall be coordinated and compatible with site grading, utility placements, landscaping and architectural elements.

2. Freestanding signs and associated landscaping shall be situated and maintained so as not to impair or block visibility of motorists and/or pedestrians traveling within the public street right-of-way or entering, exiting or crossing vehicular site entrances. No sign or landscaping in excess of three (3) feet in height above the adjacent street grade, shall be erected, placed or maintained on any corner within the triangular area formed by intersecting right-of-way lines. Two sides of the triangular area shall be 20 feet in length and measured from the point of intersection of the right-of-way lines.

3. Freestanding signs shall be situated on the site and dimensioned so as not to substantially impair or block the visibility of adjacent buildings and/or existing signs.

4. All freestanding signs shall respect the exclusion zone. When a sign is not permitted within the exclusion zone, ~~a second~~ ***one (1) additional*** wall sign may be permitted in accordance with the wall sign regulations.

5. When the presence of an existing freestanding sign on an adjoining property precludes a property from placing a freestanding sign due to exclusion zone provisions, the ~~two~~ adjoining property owners and/or business interests may share a single freestanding sign structure in accordance with the provisions of subsection 4.9 - Supplementary sign provisions, ~~G~~ ***F*** - Shared freestanding signs, of this section.

6. Location of monument ***signs and*** ~~/~~post and panel signs may be approved by the Planning Commission as part of a Site Development Plan Approval process.

B. *Materials and craftsmanship of signs*. Signs shall be carefully crafted, durable, and consistent with the quality and permanence of the buildings and sites that they identify. Lettering shall be of a professional quality.

C. *Wall sign placement*.

1. When wall signs are planned, such signs shall be designed as an integral component of the building facade architectural composition.

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2. Wall signs shall be limited in area and number in accordance with the provisions of subsection 4.7 - Permitted signs, of this section~~, except that the aggregate area of a wall sign on a building shall not exceed 50 percent of the mountable wall area of the building~~.

3. Wall signs shall be situated so as not to cover or overlap decorative architectural elements such as cornices, belt courses, and window and doorframe moldings. ~~Wall signs shall not project beyond the exterior wall corners of a building.~~

4. In cases where only one wall sign is permitted because the lot has one frontage, the business may choose to locate the sign on any exterior wall of the building to afford the best possible visibility for the traveling public.

5. In cases where more than one wall sign is permitted, the city planner or their authorized designee may allow the business to locate the additional wall sign on a different exterior wall of the building to afford the best possible visibility for the traveling public.

~~6. Wall sign height may be increased by the Planning Commission as a part of the Architectural Review of a Site Development Plan Approval process; however, the wall sign height may not exceed the building height. The proposed height shall complement the architecture of the building as determined by the Planning Commission.~~

D. ~~Illumination.~~ ***Sign Illumination Standards*** ~~Sign lighting is one of the greatest sources of light in commercial districts. The glare and aesthetic impacts of signage depend strongly on the design of the sign and its lighting. Proper illumination affects the legibility of signs. This subsection discourages excessive lighting by favoring darker backgrounds for internally illuminated signs, and the lighting of only the sign faces for externally illuminated signs to reduce light pollution, while increasing legibility.~~

1. ~~Signs that are equipped with illumination sources shall be designed to be equally legible during the day and at night.~~ ***A sign may be illuminated at night. Signs that are illuminated at night may not exceed a maximum luminance level of seven hundred fifty (750) cd/m2 or Nits, regardless of the method of illumination.***

2. ~~The intensity of illumination for the sign shall not be excessively bright and shall be evenly illuminated over the face of the sign, with no bright spots, in order to prevent direct glare.~~ ***Signs that have external illumination, whether the lighting is mounted above or below the sign face or panel, shall have lighting fixtures or luminaries that are fully shielded.***

3. ~~Exterior illumination shall be shielded so that its direct light is confined to the surface of the sign.~~ ***All illuminated signs must comply with the maximum luminance level of seven hundred fifty (750) cd/m2 or Nits at least one-half hour before Apparent Sunset. All illuminated signs must comply with this maximum luminance level throughout the night, if the sign is energized, until Apparent Sunrise.***

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~~4. Internally illuminated signs, except changeable copy signs, not in or not adjacent to residential areas must conform to one of the following styles:~~

~~(a) Illuminated with an opaque background and translucent text or symbols.~~

~~(b) Illuminated with a colored (not pure white, off-white, light gray, cream, or yellow) background and lighter text or symbols.~~

~~(c) Illuminated with a background that is white, yellow, off-white, light gray, [or] cream, consisting of no more than 40 percent of the sign area and not less than 60 percent is text or symbols of a dark color.~~

~~5. Internally illuminated signs in or adjacent to a residential use must conform to one of the following styles:~~

~~(a) Illuminated with an opaque background and translucent text or symbols.~~

~~(b) Illuminated with a colored (not pure white, off-white, light gray, cream, or yellow) background and lighter text or symbols.~~

E. *Changeable ~~copy~~ signs*.

1. Changeable ~~copy~~ signs may be incorporated into a sign face when the changeable component of the sign face occupies less than 70 percent of the total area of that sign face.

2. Changeable ~~copy~~ sign area shall be integrated into the sign face and shall be enclosed by a border or similar enclosure so as to form one sign panel.

~~3. The changeable copy sign area text message and/or graphics shall not change any more than one time in any given 15-second period, except for time and temperature displays which may change more frequently than every 15 seconds. There shall be no movement for any part of the sign including: flashing, animation, scrolling, etc. When the sign changes it shall change in less than 1 second and it shall not flash or have animation.~~

3. Electronic Message Centers (EMC)

(a) The following EMC display features and functions are permitted: scrolling, fading and dissolving while transitioning between messages.

(b) EMC's shall have a minimum display time of eight seconds. The transition time between message and/or message frames is limited to one second.

(c) The following EMC display features and functions are prohibited: traveling, flashing, spinning, rotating, any other moving effects, and all dynamic frame effects or patterns of illusionary movement or simulated movement.

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~~4. The colors, text styles, graphic patterns, and brightness of the changeable copy sign area shall be compatible with and complimentary to the colors, text styles, graphic patterns and brightness of other signs on the premises, and signs on other properties in the immediate vicinity.~~

~~5. Changeable copy signs shall comply with the provisions of subsection 4.4 - Design Requirements, D - Illumination, of this section pertaining to sign illumination.~~

~~F. Sign lettering size for freestanding signs. The lettering of numeric and alphanumeric text messages on signs shall be sized to comply with the following minimum specifications:~~

~~TABLE INSET:~~

~~Minimum Letter Height for Freestanding Signs~~		
~~Road Type~~	~~Primary Message~~	~~Secondary Message~~
~~Urban Principal Arterial~~	~~16 inches~~	~~8 inches~~
~~Urban Minor Arterial~~	~~10 inches~~	~~5 inches~~
~~Urban Collector and Local~~	~~8 inches~~	~~4 inches~~

4.5 *Signs permitted in all districts and not requiring permits*

A. Signs advertising the sale, lease, or rental of the premises upon which the sign is located, which sign shall not exceed six and one-fourth square feet in residential districts and 32 square feet in all other districts, and shall ~~**be located behind the property line**~~ ***comply with setback regulations***. One such sign shall be permitted for each 200 linear feet of street frontage for the parcel.

B. Signs designating the name and address of the occupants, hours of operation, security notices, and business policy statements, and may not exceed four square feet.

C. Signs denoting the architect, engineer, developer, or contractor placed on premises where construction, repair, or renovation is in progress, which signs shall not exceed 32 square feet in area. No more than two signs of any type are permitted for any one property or building project. Signs shall be fifty feet from other signs on the site, except where it is not physically possible, then the signs shall be as far away from the other sign as much as possible.

D. Directional signs limited in area to no more than ~~**three**~~ ***five*** square feet per sign, plus one square foot for each additional tenant. A permit is required for directional signs identifying the entrance or exit of a site if over ~~**three (3)**~~ ***five*** square feet in sign area. The sign area for these larger directional signs shall not exceed ~~**five (5)**~~ ***eight*** square feet and shall not be over four feet in height.

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E. Public signs.

F. Historical and memorial signs.

G. Any sign located in an internal location on a site, campus, or complex and that cannot be seen from any public right-of-way or adjacent property.

~~**H. Window signs made of paper, cardboard, plastic or similar material, provided such signs are in compliance with all provisions of subsection 4.9 - Supplementary Sign Regulations, A., of this section.**~~

~~**I**~~**.H.** People wearing costumes of the logo or character associated with the company as long as they are located on the business location.

~~**J**~~ **I.** Political signs shall not be over six square feet in sign area in all Residential Zones and Districts ~~**and the signs shall not be over 32 SF in all other zoning districts**~~ ***and all other zoning districts shall comply with the size regulations in subsection 4.7 Permitted Signs, of this section***. All election signs shall be removed no later than seven days after the election.

~~**K**~~ **J.** Signs noting a tenant, store, building, etc. is "coming soon", which sign shall not exceed 32 square feet and only one sign is permitted on the site. The sign shall be 50 feet from other signs. The sign shall not be placed on the site for more than six months. After six months the sign shall be removed even if the tenant, store, building, etc. has not opened or been constructed.

~~**[L**~~ ***K.*** Portable signs designed to be transported, including, but not limited to, A-frames, sandwich boards, and umbrellas ~~**used for advertising, except those associated with cafés, restaurants, or outdoor eating establishments throughout the city and retail and personal service stores located within the Downtown Redevelopment Target Area (as defined in Appendix C)**~~. These types of signs shall not obstruct pedestrian or vehicular access. ~~**and are limited to**~~ ***No more than*** one sign ***is permitted*** per business, ***and*** shall not ~~**be over**~~ ***exceed*** four feet in height.]

L. Signs required by federal or state law or by a municipal authority.

M. Signs carved into a building or raised in integral relief on a building.

N. Flags on flag poles.

O. Public Art.

P. "Open" signs for business not to exceed two per business.

Draft

4.6 *Sign prohibited in all districts.*

A. ~~Any sign which emits a sound, odor or visible matter~~. ***Signs which emit audible sound, vapor, smoke, odor, particles or gaseous matter.***

B. Any sign which competes for attention with, or may be mistaken for, traffic signals. Also, any sign that is determined by the city planner to constitute a traffic hazard by reason of size, location, content, color, or type of illumination.

C. Off-premises signs of any type (billboards, temporary signs, directional signs for developments, ~~real estate signs,~~ etc.), except for shared freestanding signs as provided in subsection 4.4 - Design requirements, A.~~,~~5., and subsection 4.9 - Supplementary sign provisions, ~~G~~ ***F.***, of this section.

D. Inflatable signs, except as specifically permitted in subsection 4.9 - Supplementary sign provisions, D.~~,~~ 3., of this section.

~~E. Portable signs designed to be transported, including, but not limited to, signs designed to be transported by means of wheels, signs converted to A-frames or T-frames, sandwich boards, and umbrellas used for advertising, except those permitted in subsection 4.5 - Signs permitted, L., of this section.~~

~~F~~ ***E.*** ***Vehicle*** Signs, including changeable ~~copy~~ signs, attached to or painted on vehicles parked so as to be visible from the public right-of-way, unless no other parking spaces out of the public view are available on the lot. Vehicles shall not be located immediately adjacent to the right-of-way unless there are no other parking spaces available.

~~G. Roof signs, except where it has been determined that the building's mountable wall area would permit less than one-half of the permitted maximum wall signage, in which case, a roof sign is permitted under the following conditions:~~

~~(1) The sign must be mounted within three feet of the eave.~~

~~(2) The sign cannot exceed one-half of the maximum permitted wall sign area.~~

~~(3) The sign may not be higher than it is wide.~~

~~(4) The sign may not be higher than the roof ridge.~~

~~(5) The sign must meet the same design standards as wall signs.~~

~~H~~ ***F.*** Signs painted on or attached to trees, fence posts, natural features, or telephone or utility poles.

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~~I~~ *G*. Signs that are flashing, rotating, ~~or fluttering material~~ or that give the appearance of movement, or are illuminated by flashing or intermittent lights, or lights of changing degrees or intensity, except as permitted under subsection 4.4 - Design requirements, of this section.

~~J~~ *H*. People wearing sandwich boards or holding other types of signs.

~~K~~ *I*. Temporary signs made of cardboard, paper, canvas or similar impermanent material, except those permitted in subsection 4.9 - Supplementary sign provisions, of this section.

~~L~~ *J*. Window signs covering more than ~~30~~ *50* percent of a window or a door, or mounted above the first floor, except those permitted in ~~[~~subsection~~]~~ 4.9 - Supplementary sign regulations, A.5., ~~and F.,1.,~~ of this section.

~~M. Window signs in or adjacent to residential properties or districts.~~

~~N~~ *K*. Pennants, balloons, streamers, flags, etc. except when permitted in ***subsection 4.5 - Signs permitted in all districts and not requiring permits and in subsection*** 4.9 - Supplementary sign regulations, D.~~,~~1., of this section.

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

TABLE INSET:

~~SIGN TABLE~~

~~Use~~			~~Permitted Signs~~						
~~—~~	~~Specific~~	~~Road Type~~	~~Sign Type~~	~~# Permitted~~	~~Max Size~~	~~Max Height~~	~~% of Wall**~~	~~Setback (R.O.W.)~~	~~Exclusion Zone~~
~~Residential Uses and Non-Residential Uses in Residential Districts~~	~~Single-Family Detached/ Semi-detached~~	~~All Streets~~	~~Signs permitted in § 4.5 only~~						
	~~Professional Office~~	~~All Streets~~	~~Post or monument~~	~~1/~~	~~5 S.F.~~	~~5'~~	~~N/A~~	~~5'~~	~~N/A~~
		~~All Streets~~	~~Monument~~	~~1/entrance~~	~~12 S.F.~~	~~4'~~	~~N/A %~~	~~5'~~	~~50'~~
	~~Subdivisions Multi-family residential uses Manufactured home parks~~	~~All Streets~~	~~Wall &~~	~~1/frontage~~	~~24 S.F.~~	~~20'~~	~~<=15%~~	~~N/A~~	~~N/A~~
			~~Monument~~	~~1/entrance~~	~~24 S.F.~~	~~5'~~	~~N/A~~	~~5'~~	~~50'~~

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				Wall &	1/frontage	32 S.F.	30'	<= 15%	N/A	N/A
			Urban Principal Arterial	Monument #	1/entrance	32 S.F.	7'	N/A	10'	50'
		Places of Worship Daycare Centers		Pylon*	1/frontage	32 S.F.	30'	N/A	30'	200'
	Non-Residential uses adjacent to Residential Districts or uses	Approved Conditional Uses Educational/ Institutional All other approved Non-residential Uses		Wall &	1/frontage	24 S.F.	30'	<= 10 %	N/A	N/A
			Urban Minor Arterial	Monument # or	1/entrance	24 S.F.	7'	N/A	10' '	50'
				Post****	1	6 S.F.	7'	N/A	5'	50'
				Wall &	1 /frontage	16 S.F.	20'	<= 5 %	N/A	N/A
			Urban Local/ Collector	Monument # or	1/entrance	16 S.F.	7'	N/A	10'	50'
				Post****	1	6 S.F.	7'	N/A	5'	50'
				Wall &	1 /frontage	No max	30' ***	<= 15%	N/A	N/A
				Monument #	1/entrance	63 S.F.	10'	N/A	10'	50'
			Urban Principal Arterial	Pylon OR*	1/frontage	75 S.F.	30'	N/A	15'	150'
				Pylon*	1/frontage	100 S.F.	30'	N/A	31'	150'
	Non-Residential Uses in Non-Residential Districts	Non-Residential Uses		Wall &	1 frontage	32 S.F.	30'	<= 15%	N/A	N/A
			Urban Minor Arterial	Monument # or	1/entrance	32 S.F.	7'	N/A	10'	50'
				Post****	1	8 S.F.	7"	N/A	10'	25'
				Wall &	1/frontage	32 S.F.	30'	<= 15%	N/A	N/A
			Urban Local/ Collector	Monument # or	1/entrance	32 S.F.	7'	N/A	10'	50'
				Post****	1	8 S.F.	7"	N/A	10'	25

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SIGN TABLE

Use		Road Type	Permitted Signs						
	Specific		Sign Type	Number Permitted	Max Size	Max Height	Percentage of Total Wall Area	Setback (R.O.W)	Exclusion Zone
Residential Uses and Non-Residential Uses in Residential Districts	Single-Family Detached Semi-detached	All Streets	Signs permitted in §4.5 only						
	Professional Office Sub divisions Multi-family Residential Uses Manufactured Home Parks	All Streets	Post or Monument	1/entrance	12 S.F.	7 feet	N/A	5 feet	20 feet
		All Streets	Wall	1/frontage	16 S.F.	N/A	<= 15%	N/A	N/A
		All Streets	Wall &	1/frontage	32 S.F.	N/A	<= 15%	N/A	N/A
			Monument or Post and Panel	2/entrance	32 S.F.	7 feet	N/A	5 feet	20 feet
Non-Residential Uses adjacent to Residential Districts or Uses	Places of Worship Daycare Centers Approved Conditional Uses Educational/ Institutional All other approved Non-residential Uses	Urban Principal Arterial	Wall &	2/frontage	32 S.F.	N/A	<= 15%	N/A	N/A
			Monument or Post and Panel OR	1/entrance	32 S.F.	7 feet	N/A	10 feet	20 feet
			Post** &	1/frontage	16 S.F.	7 feet	N/A	5 feet	5 feet
			Pylon*	1/frontage	32 S.F.	30 feet	N/A	30 feet	50 feet
		Urban Minor Arterial	Wall &	2/frontage	32 S.F.	N/A	<=15%	N/A	N/A
			Monument or Post and Panel OR	1/entrance	32 S.F.	7 feet	N/A	5 feet	20 feet
			Post**	1/frontage	16 S.F.	7 feet	N/A	5 feet	10 feet
		Urban Local/ Collector	Wall &	2/frontage	32 S.F.	N/A	<=15%	N/A	N/A
			Monument or Post and Panel OR	1/entrance	32 S.F.	7 feet	N/A	5 feet	20 feet
			Post**	1/frontage	16 S.F.	7 feet	N/A	5 feet	10 feet
Non-Residential Uses in Non-Residential Districts	Non-Residential Uses	Urban Principal Arterial	Wall &	2/frontage	No max	N/A	<=15%	N/A	N/A
			Monument or Post and Panel &	1/entrance	100 S.F.	10 feet	N/A	10 feet	20 feet
			Pylon OR *	1/frontage	100 S.F.	30 feet	N/A	15 feet	50 feet
			Pylon*	1/frontage	150 S.F.	30 feet	N/A	31 feet	50 feet
		Urban Minor Arterial	Wall &	2/frontage	64 S.F.	N/A	<=15%	N/A	N/A
			Monument or Post and Panel OR	1/entrance	64 S.F.	7 feet	N/A	5 feet	20 feet
			Post**	1/frontage	16 S.F.	7 feet	N/A	5 feet	10 feet
		Urban Local/ Collector	Wall &	2/frontage	32 S.F.	N/A	<=15%	N/A	N/A
			Monument or Post and Panel OR	1/entrance	32 S.F.	7 feet	N/A	5 feet	20 feet
			Post**	1/frontage	16 S.F.	7 feet	N/A	5 feet	10 feet

* Denotes that an additional wall sign may be permitted/added in lieu of a freestanding pylon sign.

~~** No wall mounted sign shall exceed more than 50 percent of the mountable wall area as defined in subsection 4.4 - Design requirements, C., 2., of this section.~~

~~***Sign height may be increased by the Planning Commission as a part of the Architectural Review of a Site Development Plan Approval process;~~

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~~however, the sign height may not exceed the building height. The proposed height shall complement the architecture of the building as determined by the Planning Commission.~~

~~****~~ **Post sign would be in lieu of a monument sign or post and panel sign.

~~# Location of monument/post and panel signs may be approved by the Planning Commission as a part of a Site Development Plan Approval process.~~

4.8 *Unified **Comprehensive Signage Plan*** ~~**campuses and complexes**~~.

A. *Purpose statement*. Recognizing that large campuses and complexes have signage needs that may not be adequately addressed by traditional sign regulations, this subsection of the ordinance is intended to allow a procedure for approval of a ***unified*** comprehensive signage plan for these ~~**sites**~~ ***unified campuses and complexes***.

1. Campuses and complexes are required to follow all standard signage requirements, as embodied elsewhere in this ~~**ordinance [**~~section~~**]**~~, unless they choose to apply to the planning commission for comprehensive signage plan approval. All such plans must embody a thorough review of all existing signs.

2. Any proposed shopping center or group of three or more principal structures under common management and operation located on one or more contiguous properties is required to submit an application for comprehensive signage plan approval to the planning commission.

3. Any business or institution which has more than 400 linear feet of frontage on a principal arterial may submit an application for comprehensive signage plan approval.

B. *Design guidelines for **unified** comprehensive signage plans*.

1. Unified campuses and complexes applying for a ***unified*** comprehensive signage plan may not be held to the height, size, number and area regulations for signs found in other ~~**[**~~sub~~**]**~~sections of this ~~**ordinance [**~~section~~**]**~~. However, the number, type and size of signs proposed may not be excessive, and must be in proportion to the scale of the buildings and the uses on the site.

2. All ***unified*** comprehensive signage plans must comply with all design guidelines found in subsection 4.4 - Design requirements of this section, as well as all specific design guidelines found in this section.

3. Building signs shall be in harmony with the overall architectural concept for the site, and be compatible with each other and the building facades.

4. The freestanding signs identifying shopping centers and other unified campuses and complexes shall identify the name of the campus or complex and no more than three separate tenants within the campus or complex unless otherwise approved by the planning commission.

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5. There shall be architectural harmony and unity of signs within a ~~**united**~~ ***unified*** campus or complex. Sign type, color scheme, size, and illumination within the site shall be coordinated and shall be compatible with the architecture of the center and the surrounding area.

C. *Planning commission duties*. In reviewing and approving comprehensive signage plans, the planning commission shall take into consideration the public health, safety and welfare, the comfort and convenience of the public in general and of the residents, businesses, and property owners of the immediate neighborhood in particular, and shall ensure that unified campuses and complexes have adequate, but not excessive, signage. Specifically, the following objectives shall guide the commission when reviewing such plans:

1. That the size and complexity of the campus or complex warrants the need for extra signage under the provisions of this ~~**ordinance**~~ ~~[~~section~~]~~***;***

2. That, in respect to the number and type of entrances, the placement of signage at or near those entrances provides superior visibility in order to ensure the safety of the driving public;

3. That the proposed signs are adequate in number to safely direct the public to the use or uses on the site;

4. The proposed signs must not have an adverse impact on the visibility of adjacent signs, and shall be consistent with, or an improvement over, the prevailing type and style of signage in the general area;

5. That the proposed signs will be of a style and color which will complement the architecture of the site, and the area in general.

D. *Submission requirements*.

1. A pre-application meeting is required. No application will be accepted without a pre- application meeting.

2. Copies of a sign plan, which details the signage proposal, including relevant application forms, will be due on the regularly scheduled submission deadline for planning commission review. The sign plan shall illustrate the physical location of all existing and proposed signs on the subject property and their relationship to existing and/or proposed buildings on the site. The submission plan shall include color renderings of each proposed sign (drawn to scale), along with architectural elevation drawings of the building depicting the placement of all wall mounted signs existing and proposed.

3. Public notice is required, following the procedures set forth in article 10, ***section*** ~~**sec. 2.47**~~ ***2.43 (C).***

4. The application fee as provided for in Appendix F - Fees and Fines, is due

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at time of application.

E. *Amendments to approved comprehensive signage plans*. Any new or revised signs to be placed on a property with an approved comprehensive signage plan need not go back to the planning commission for re-approval if the sign area is not increased more than ~~five~~ ***fifteen*** percent, and the proposed signs conform to the overall design concept and colors as approved. The ~~five~~ ***fifteen*** percent increase shall be calculated cumulatively over the life of the project, based upon the originally approved sign area.

4.9 *Supplementary sign provisions*.

A. *Window signs*.

1. Three window signs shall be permitted as additional signage on walls fronting on the public right-of-way. ~~Text, including lettering and numbers, shall not exceed a height of 12 inches~~.

2. Window signs shall not cover more than ~~30~~ ***50*** percent of any window ~~pane or glass door panel,~~ exclusive of window and/or door frame.

3. Windows principally viewed from drive aisles and parking lots and not prominently visible from the public right-of-way shall be exempt from restrictions on the number of signs, and may be approved by the city planner for a window coverage area greater than ~~30~~ ***50*** percent~~, and/or lettering height taller than 12 inches,~~ when the business elects to have less window signage than permitted on the windows fronting on, or prominently visible from, the public right-of-way.

4. Window signs shall be permitted on windows on the first floor of a building only.

5. The city planner may waive the provisions of this ~~[~~sub~~]~~section when it has been demonstrated that the proposed window signs are of a unique or superior quality and style, and are intended to compliment the architectural design of the building, or when the business elects to use less wall signs than permitted for the purpose of complimenting the architectural design of the building. Signs granted this waiver are not exempt from the requirement to obtain a sign permit.

B. *Historic district signs*.

1. All signs in the historic district must meet the standards laid out in the design standards and guidelines for the City of Dover Historic District Zone. Any and all standards found elsewhere in this ~~ordinance~~ ~~[~~section~~]~~ may be waived as part of the architectural review approval when proposed signs are determined to contribute to or improve the historic context of the building.

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C. *Gas station signage.*

1. *Canopy signs.*

(a) Canopy sign height shall not exceed 30 feet.

(b) Canopy sign copy shall be directed toward a public street.

(c) Canopy sign area shall be limited to no greater than ~~ten~~ ***twenty*** percent of the area of the canopy face to which the sign is applied.

2. *Exempt signs.*

(a) State or federal required price per gallon signage shall not count towards overall sign area for the site, unless they exceed ~~20~~ ***32*** square feet in size.

(b) Price per gallon signs not exceeding two square feet, located on the pump itself.

D. *Temporary signs*

1. *Temporary Signs.* Temporary signs for special events ~~not requiring a special event permit,~~ including inflatable signs with a surface area of less than 100 square feet ***and not more than 25 feet tall***, may be erected on the premises of any establishment conducting a special event, provided that such signs do not exceed a total of two signs with a total of 100 square feet in sign area~~., and provided that such temporary signs shall not be displayed for either (a) a continuous period in excess of 30 days in any given three-month period or (b) a continuous period in excess of 15 days in a given 45 day period~~. ***Temporary signage shall be displayed no longer than 90 days per calendar year.*** For grand openings, the maximum number, sign type, and allowable area may be waived by the city planner. Permits for such signs are required and shall be accompanied by a fee as provided for in Appendix F - Fees and Fines. The city planner may waive the time period, not to exceed an additional 30 days, if they determine that there are extenuating circumstances requiring further time for a temporary sign.

~~(a) Special Event Permit Temporary Signage. When signage is requested in association with a Special Event Permit the signage shall be permitted and limited to the timeframe of the proposed Special Event as identified on the Special Event Permit. The number of signs shall be limited to a maximum of three (3) signs with an overall sign area of 100 SF. Each sign shall require a temporary sign permit and shall be accompanied by the associated fee for a temporary sign as provided for in Appendix F - Fees and Fines.~~

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~~i. The signage for the Special Event Permit Temporary sign shall not impact the timeframe of Temporary signage. Signage associated with a Special Event Permit shall be separate from the time period for temporary signage in subsection 4.9 - Supplementary sign provisions, D.,1., of this section.~~

2. *Race weekend signs*. During any seven-day period prior to ~~or seven-day period following~~ the Saturday or Sunday that auto racing is occurring, temporary signs may be erected without a permit and with no restrictions on the number or size of the signs.

3. *Inflatable signs. **Permits for such signs are required and shall be accompanied by a fee as provided for in Appendix F - Fees and Fines***. ~~Inflatable signs with a surface area greater than 100 square feet and not more than 25 feet tall are permitted only during grand opening events, community festivals and during race weekends, and must meet the following requirements:~~

(a) ~~A permit is required to ensure that adequate anchoring will be provided for the sign.~~ ***Inflatable signs with a surface area equal to or less than 100 square feet and not more than 25 feet tall are permitted in subsection 4.9 - Supplementary Sign provisions, D.1., of this section and shall meet the following requirements:***

i. The inflatable sign shall be setback from the edge of the right-of-way a minimum of 25 feet.

ii. The inflatable sign shall be securely anchored to the building or ground.

(b) ~~A plot plan is required showing the placement of [the] inflatable in respect to utility lines and traffic patterns.~~ ***Inflatable signs with a surface area over 100 square feet and not more than 25 feet tall are permitted only during grand opening events, community festivals, and during race weekends in accordance with subsection 4.9 Supplementary Sign provisions, D.1. and D.2., of this section and shall meet the following requirements:***

i. The inflatable sign shall be setback from the edge of the right-of-way a minimum of 25 feet.

ii. A plot plan/survey is required showing the placement of the inflatable sign in respect to utility lines and traffic.

iii. The inflatable sign shall be securely anchored to the building or ground.

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~~(c) No inflatable shall be placed any closer to the right-of-way than the height of the inflatable itself.~~

~~(d) Inflatable signs shall be securely anchored to the ground or securely fastened to a building for the purpose of maintaining such devices in a stationary location while on display.~~

E. *Motor vehicle sales lots*. This subsection allows motor vehicle sales lots to compensate for their likelihood to be mistaken for ordinary parking lots unless additional signs or other attention getting devices are placed in the sales area. It has also been demonstrated that these businesses tend to have smaller buildings relative to their land area diminishing their ability to effectively use wall signs.

1. Banners are permitted on motor vehicle sales lots with a permit. Such banners may be permitted at a rate not to exceed one banner for each ten motor vehicle parking/storage spaces on the premises, and any such banner shall not be situated closer than 50 feet of any other banner on the premises. Parking spaces required for employees, customers, and service department uses shall not be counted to calculate the number of banners. The term "banner" does not include pennants, streamers, balloons, or other temporary or permanent signs.

2. Banners shall not exceed a width of three feet.

3. All banners must be securely attached to light standards, poles, or other substantial mounting hardware. Except for temporary signs permitted under the provisions of subsection 4.9. - Supplementary sign provisions, D., of this section, all banners must be constructed of a permanent, weather resistant material.

~~F. Window and wall signs located 100 feet or more from the roadway.~~

~~1. Any window or wall sign associated with an approved nonresidential use, and which is not adjacent to a residential use, is eligible for sign area bonuses when located at least 100 feet from the public right-of-way. To qualify for the bonus, the sign must be placed on an exterior building wall which is set back at least 100 feet from the right-of-way line, and shall face the public right-of-way line from which the setback distance is measured. Sign area bonuses are authorized according to the following schedule:~~

~~TABLE INSET:~~

~~Distance from Right-of-Way~~	~~Bonus Sign Area (Allowable Area × %~~	~~Mountable Wall Area~~	~~Window Coverage Bonus~~
~~100 feet~~	~~17%~~	~~55%~~	~~35%~~
~~150 feet~~	~~18%~~	~~60%~~	~~40%~~
~~200 feet~~	~~19%~~	~~65%~~	~~50%~~
~~300 feet or more~~	~~21%~~	~~75%~~	~~60%~~

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F. ~~G.~~ *Shared freestanding signs.*

1. For adjoining nonresidential properties, a freestanding sign structure may be shared among adjoining property owners or businesses solely for the purpose of identification of the adjoining premises or businesses.

2. Where ~~two~~ ***multiple*** property owners have agreed to share a freestanding sign as referenced in subsection 4.4 - Design requirements, of this section, the shared freestanding sign shall be entitled to a combined sign area bonus of not more than 50 percent over the freestanding sign area otherwise permitted for the property on which the shared freestanding sign would be placed.

3. The permit application for a shared freestanding sign shall be accompanied by a binding legal agreement between the ~~two~~ ***multiple*** adjoining property owners and/or businesses which describes the ownership and maintenance obligations for such shared sign.

G. ~~H.~~ *Single buildings with multiple commercial tenant spaces or facades.*

1. Structures, such as shopping centers, which contain multiple commercial tenant spaces, are permitted to have at least one wall sign on each unit. This provision shall only apply to units on the first floor of the structure.

2. When a structure is designed so that there are distinctly different facades or sections of the building along a single frontage, at least one wall sign is permitted on each facade or section of the building.

3. Multi story office buildings with multiple tenants are permitted one wall sign per tenant. ~~**The total sign area for all of the signs for all of the tenant spaces may be up to but not exceed 50% more than the sign area permitted by subsection 4.7 - Permitted Signs, of this section. The signs shall be located in the same area on the building.**~~ ***Signs shall not be located above the second story.***

4.10 *Nonconforming signs.*

A. *Exclusions.* Nonconforming signs which are within ten percent of compliance of any height, area or location requirement and which conform to all other provisions of this ordinance shall be considered legal signs for the purposes of these regulations, except as provided in subsection~~.~~ 4.10 - Nonconforming signs, B.~~,5~~.***4***, below.

B. *Removal or compliance required.* Nonconforming signs shall be removed from the premises or otherwise made to comply with these regulations in the following instances:

1. When there is renovation to more than 75 percent of the exterior of the principal building measured in square feet of exterior wall surface area,

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or expansion of more than 20 percent of the floor area of the principal building measured in square feet of floor area on the premises on which such nonconforming signs are present, except that freestanding signs that are nonconforming ~~with respect to front setback requirements shall not be made to be set back further than the front of the principal structure~~ ***as specified shall not be required to conform; however, the degree of non-conformity shall not increase***. When, within any given two-year period, individual renovation projects involving less than 75 percent of the building exterior and/or individual building additions involving less than 20 percent of the floor area of the principal building on the premises would in aggregate exceed the 75 percent renovation and/or 20 percent expansion thresholds set forth herein, all such nonconforming signs shall be brought into conformity with these regulations or shall be removed from the premises.

2. Prior to the issuance of any permit for the placement of any additional signage on the property. No new signs of any type shall be added to the property until the nonconforming sign is removed.

3. Nonconforming signs (including all supporting structures and mounting hardware) which have been abandoned shall be removed from the premises or otherwise made to conform within one year from the date of abandonment. Refacing the sign in accordance with other requirements of this ~~ordinance [~~section~~]~~ does not absolve an owner from complying with this subsection. In certain instances where it is evident that the reoccupation or reuse of a premises which contains an abandoned nonconforming sign is imminent, the city planner may grant an extension of time within which to reestablish the use of such nonconforming sign.

~~**4. When there is a change of use to a property where nonconforming signs exist, such signs shall be brought into conformity with these regulations or shall be removed from the premises.**~~

~~**5.**~~ ***4***. Any nonconforming sign which has been removed from the premises shall be considered discarded, and replacement shall constitute a new sign, and require new permits.

C. *Notification and responsibility*. It shall be the responsibility of the owner of record of such property to cause the removal of such nonconforming signs in accordance with these provisions. When any of the above-listed conditions exist, the city planner is authorized to issue written notice to the owner of record of such property, stating that such signs shall be removed within two calendar weeks of the date of receipt of the written notice. In cases where signs are determined to be unsafe or present a hazard, the city planner may order their removal in a shorter period of time. Failure to comply with these regulations, after due notice, shall be deemed a violation of this ordinance and ~~[~~is~~]~~ punishable in accordance with the provisions of article 8, section 4 of this ordinance. In addition, in the event that compliance is not achieved within the stated period, the city planner may remove or cause to be removed from the premises any such

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signs in violation of this ~~ordinance [~~section~~]~~. All expenses incidental to such removal shall be charged to the owner of record of such property and shall constitute a lien upon such property.

4.11 *Abandoned and Damaged signs*.

A. ***Abandoned*** ~~**Refacing**~~. All signs that conform to the current regulations which are deemed abandoned shall either be refaced with a blank or blacked out face or removed totally (including the supporting structure and/or mounting hardware) within ~~60~~ ***90*** days of abandonment. Covering sign copy with tarps, paper, tape, cardboard or other nonpermanent materials is not an acceptable method of refacing.

B. *Removal*. Any conforming sign, which has been removed from the premises, shall be considered discarded, and replacement shall constitute a new sign, and require new permits.

C. *Repair*. All signs that are damaged (no longer working, cracked, missing pieces, etc.) shall be repaired within 30 days. A permit is not required as long as the sign will look exactly the same as it did before the sign was damaged. If there are any changes (color, script, etc.) to the sign a new permit will be required.

4.12 *Historic or Significant Signs*.

A. *Preservation of Historic or Significant Signs*. Signs that are at least fifty years old and considered historic or to have cultural/aesthetic significance shall be protected and preserved. If these signs are legal~~[~~ly~~]~~ nonconforming they shall maintain their nonconforming status indefinitely. The determination of the historic or cultural/aesthetic significance of the sign shall be determined by the historic district commission.

1. The owner of the premises on which these signs reside shall maintain the signs to ensure they work and are in good condition.

SYNOPSIS

The proposed ordinance is a comprehensive amendment to the City of Dover Sign Regulations and includes a combination of clarifications, simplification of the requirements, and significant relaxation of the regulations currently in place. Changes include an increase in allowable sign area, an increase in the number of signs permitted, incorporation of several definitions and other provisions from the United States Sign Council Model Sign Code, a reduction in the exclusion zone between sign structures, and increased flexibility in temporary signage.

Actions History:
June 25, 2012 - First Reading/Referral to the Planning Commission and Setting of Public Hearing for August 13, 2012
June 11, 2012 - Introduced in the Parks, Recreation and Community Enhancement Committee

Draft

PETITION TO AMEND ZONING ORDINANCE TEXT

Report to the
Dover City Council
August 13, 2012

Proposed Change:	Amendment to *Zoning Ordinance*, Article 3 –District Regulations, Section 23 – Agricultural Zone (A), to add a new permitted use (23.16)
Summary of Amendment:	The proposed amendment was sponsored by members of City Council in response to a constituent request. The amendment would add "Sales of agricultural supplies and products as an accessory use to the principal agricultural use on the parcel." The proposed amendment would help the remaining parcels within the A Zone in the City to remain viable by allowing sales of agricultural supplies and products on agricultural properties.
Planning Commission Recommendation:	Following a public hearing on July 16, 2012, where no members of the public spoke with regard to the proposed ordinance, the Planning Commission voted unanimously (9-0) to recommend that City Council approve the proposed ordinance.
Ordinance Number:	2012-14
File Number:	MI-12-13

Excerpt from DRAFT Planning Commission Minutes of July 16, 2012:

MI-12-13 Text Amendment: Revisions to *Zoning Ordinance*, Article 3 Section 23 Agricultural Zone - Public Hearing and Review for Recommendation to City Council of a Text Amendment to the *Zoning Ordinance*, Article 3 Section 23 Agricultural Zone (A) relating to permitted uses. The proposed ordinance adds Section 23.16 to permit the sale of agricultural supplies and products, accessory to the principal agricultural use on a parcel within the A Zone. Ordinance #2012-14.

Representative: Staff

Mrs. Townshend stated that this amendment would add the language under the "Uses Permitted" within the A Zone: "Sales of agricultural supplies and products as accessory to the principle agricultural use on the parcel." Essentially what it would allow for is if you have a farm, you could sell your products or farming supplies. There is not a whole lot of farmland left in the City; however, some of what is left is permanently protected so we want to keep it viable. This was requested by the owner of agricultural property with three (3) sponsors from City Council.

Mr. Holt questioned if you were talking about more like roadside farmstands? Responding to Mr. Holt, Mrs. Townshend stated that it could be that or it could be agricultural supplies such as grass seed, fertilizer or agricultural products other than heavy equipment.

Colonel Welsh opened the public hearing and after seeing no one wishing to speak closed the public hearing.

Mr. Tolbert moved to forward recommendation of approval to City Council for MI-12-13 Text Amendment: Revisions to Zoning Ordinance, Article 3 Section 23 Agricultural Zone, seconded by Mr. Holt and the motion was unanimously carried 9-0.

CITY OF DOVER

DEVELOPMENT ADVISORY COMMITTEE

APPLICATION REVIEW COMMENTARY

STAFF D.A.C. MEETING DATE: JUNE 27, 2012

CITY OF DOVER
Electric &
Public Works
Departments

APPLICATION: **TEXT AMENDMENT: REVISIONS TO *ZONING ORDINANCE*, ARTICLE 3 SECTION 23 AGRICULTURAL ZONE**

FILE #: **MI-12-13**

REVIEWING AGENCY: **City of Dover Electric and Public Works Departments**

CONTACT PERSON: **Steve Enss - Electric**
Jason A. Lyon – Public Works

CONTACT PHONE #: **ELECTRIC - 302-736-7070 PUBLIC WORKS – 302-736-7025**

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

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

CITY AND STATE CODE REQUIREMENTS

ELECTRIC / WATER / WASTEWATER / STORMWATER / SANITATION / STREETS / GROUNDS

1. Our office has no objections to the proposed amendment.

RECOMMENDATIONS SUGGESTED AS CONDITIONS OF APPROVAL TO MEET CODE OBJECTIVES

ELECTRIC / WATER / WASTEWATER / STORMWATER / SANITATION / STREETS / GROUNDS

1. None

ADVISORY COMMENTS TO THE APPLICANT

ELECTRIC / WATER / WASTEWATER / STORMWATER / SANITATION / STREETS / GROUNDS

1. None.

IF YOU HAVE ANY QUESTIONS OR NEED TO DISCUSS ANY OF THE ABOVE COMMENTS, PLEASE CALL THE ABOVE CONTACT PERSON AND THE PLANNING DEPARTMENT AS SOON AS POSSIBLE.

FINAL READING

CITY OF DOVER
ORDINANCE #2012-14

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

That Appendix B – Zoning, Article 3 – District Regulations, Section 23 – Agricultural Zone (A), Subsection 23.1 – Uses Permitted, be amended by inserting the language indicated in bold, blue italics as follows:

Section 23. - Agricultural zone (A).

23.1 *Uses permitted.* In an agricultural zone (A), no land or building shall be used and no building or part of a building shall be erected or altered which is arranged, intended or designed to be used, in whole or in part, for any uses except the following:

23.11 Agriculture including general farming, pasture, orchard, grazing, outdoor plant nurseries, truck farming, forestry, and wild crop harvesting;

23.12 Kennels and stables as a conditional use under section 10.1 of this ordinance, provided that any building or open pen for keeping of animals shall be located at least 100 feet from any lot lines;

23.13 Non-commercial recreational uses including parks, camps, picnic grounds, hiking and riding trails, fishing areas, game farms, fish hatcheries, wildlife sanctuaries, nature preserves, swimming areas and boat launching sites. No buildings or impervious ground covers shall be permitted in connection with recreation uses, except as a conditional use by permission of the planning commission under article 10, section 1 of this ordinance;

23.14 Public utility rights-of-way and structures, subject to such conditions as the planning commission may impose in order to protect and promote health, safety and general welfare;

23.15 Single-family detached residential dwellings on individual lots in the form of a conventional subdivision, or single-family detached or attached housing in the form of rural residential cluster development. The density and lot size requirements for conventional residential development of agriculturally zoned land are set forth in article 3, section 23.2 of this ordinance. The conditions of eligibility, density limits and design requirements for rural residential cluster development are set forth in article 3, section 23.3 of this ordinance.

23.16 Sales of agricultural supplies and products as an accessory use to the principal agricultural use on a parcel.

ADOPTED: *

SYNOPSIS

The proposed ordinance would allow the sale of agricultural supplies and products, accessory to the agricultural use of a parcel.

Actions History:
June 25, 2012 - First Reading/Referral to the Planning Commission
June 11, 2012 - Introduced in the Parks, Recreation & Community Enhancement Committee

DRAFT

PETITION TO AMEND ZONING ORDINANCE TEXT

Report to the
Dover City Council
August 13, 2012

Proposed Change:	Amendment to *Zoning Ordinance*, Article 3 –District Regulations, Section 9 – General Residence and Office Zone (RGO), eliminate the language that prohibits alcohol sales in restaurants in the zone.
Summary of Amendment:	The proposed amendment was sponsored by members of City Council in response to a constituent request. The amendment would eliminate the language "with no alcoholic beverages" from the conditional use provisions allowing restaurants in properties that are in both the RGO and H (Historic District) zones. While the proposed ordinance would not necessarily permit alcohol sales, it would not explicitly prohibit it. Restaurants are a conditional use in the portions of the RGO zone that are within the H zone. (See attached map of areas.) If the proposed ordinance is approved, sale of alcohol could be one of items reviewed during the review of a Conditional Use application. Conditional Use applications are subject to a public hearing before the Planning Commission. Additionally, alcohol sales are subject to the regulations (including licensure) of the State of Delaware Alcoholic Beverages Control Commission. In reviewing the history of the RGO zone, subsection 9.14 (which is proposed to be amended under this proposed ordinance) was added in 1989, as part of the implementation of the "Dover Central Area Plan." The reason for the prohibition of alcohol in restaurants does not appear to have been explicitly addressed in the adoption of this subsection.
Planning Commission Recommendation:	Following a public hearing on July 16, 2012, where one member of the public spoke in favor of the proposed ordinance, the Planning Commission voted unanimously (9-0) to recommend that City Council approve the proposed ordinance.
Ordinance Number:	2012-15
File Number:	MI-12-14

Excerpt from DRAFT Planning Commission Minutes of July 16, 2012:

MI-12-14 Text Amendment: Revisions to *Zoning Ordinance*, Article 3 Section 9 General Residence and Office Zoning (RG-O) - Public Hearing and Review for Recommendation to City Council of a Text Amendment to the *Zoning Ordinance*, Article 3 Section 9 General Residence and Office Zoning (RG-O) Zoning District. The ordinance would remove the prohibition of the sale of alcohol within restaurants that are located within the RGO Zoning District by amending Article 3 Section 9.14(b)i. The use as a restaurant is subject to Conditional Use approval by the Planning Commission. Ordinance #2012-15.

Representative – Staff

Mrs. Townshend stated that this is another amendment that was sponsored by members of City Council. It would eliminate the language "With no alcoholic beverages" from the Conditional Use provisions allowing restaurants and properties that are zoned both RG-O and H (Historic District). Currently, the Code reads "With no alcoholic beverages." This amendment would eliminate that language. It would not necessarily permit alcohol; however, would take off the prohibition.

Mrs. Townshend further stated that since this is a Conditional Use, this is something the Planning Commission would be able to consider during the review of the Conditional Use application. Alcohol sales are subject to regulations including a license through the State of Delaware from the Alcoholic Beverages Control Commission. Included in your packet is a map where it shows the Historic District Zone and with the blue hatching in that map showing the area where the amendment could be applicable.

There were no comments from any Planning Commission members at this time.

Colonel Welsh opened a public hearing.

Mr. Conny Malmberg – Representing the Applicant that requested the Ordinance Change – Stated that after consultation with the Planning Office, this Ordinance is applicable and feels that it is a good idea for the City. His particular client is the Governors Club Café which is the large Victorian house located across from the Governor's house. Currently, Mr. Sorrels runs a sandwich shop there that has been fairly successful on a daily basis. People have been asking him if he could do a wine bar at 5:00 PM and let people sit on his front porch and wind down. In further support of this amendment, if you look at any of the nice historic towns around the State, all of them convert the older buildings to neat old eateries such as the "Buttery" in Lewes, Delaware and several others in Lewes and places in New Castle County. It helps small businesses with the kind of quaint feeling of a town. This would be a plus to permit this use as a potential use with the property location and eatery such as this one.

Mr. Malmberg further stated that this remains a Conditional Use so if there were any particular circumstances with conditions or restrictions, they would still maintain control over that. He does not feel that this is a risk; however, a positive thing for the City of Dover. He would request that you approve it.

Colonel Welsh closed the public hearing after seeing no one else wishing to speak.

Mr. Ambruso moved to forward recommendation of approval to City Council for MI-12-14 Text Amendment: Revisions to Zoning Ordinance, Article 3 Section 9 General Residence and Office Zoning (RG-O). The new Ordinance would remove the prohibition of the sale of alcohol within

restaurants that are located within the RG-O Zoning District, seconded by Mr. Holt and the motion was unanimously carried 9-0.

CITY OF DOVER

DEVELOPMENT ADVISORY COMMITTEE

APPLICATION REVIEW COMMENTARY

STAFF D.A.C. MEETING DATE: JUNE 27, 2012

CITY OF DOVER
Electric &
Public Works
Departments

APPLICATION: **TEXT AMENDMENT: REVISIONS TO *ZONING ORDINANCE*, ARTICLE 3 SECTION 9 GENERAL RESIDENCE & OFFICE ZONING (RG-O)**

FILE #: **MI-12-14**

REVIEWING AGENCY: **City of Dover Electric and Public Works Departments**

CONTACT PERSON: **Steve Enss - Electric**
Jason A. Lyon – Public Works

CONTACT PHONE #: **ELECTRIC - 302-736-7070 PUBLIC WORKS – 302-736-7025**

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

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

CITY AND STATE CODE REQUIREMENTS

ELECTRIC / WATER / WASTEWATER / STORMWATER / SANITATION / STREETS / GROUNDS

1. Our office has no objections to the proposed amendment.

RECOMMENDATIONS SUGGESTED AS CONDITIONS OF APPROVAL TO MEET CODE OBJECTIVES

ELECTRIC / WATER / WASTEWATER / STORMWATER / SANITATION / STREETS / GROUNDS

1. None

ADVISORY COMMENTS TO THE APPLICANT

ELECTRIC / WATER / WASTEWATER / STORMWATER / SANITATION / STREETS / GROUNDS

1. None.

IF YOU HAVE ANY QUESTIONS OR NEED TO DISCUSS ANY OF THE ABOVE COMMENTS, PLEASE CALL THE ABOVE CONTACT PERSON AND THE PLANNING DEPARTMENT AS SOON AS POSSIBLE.

FINAL READING

CITY OF DOVER
ORDINANCE #2012-15

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

That Appendix B – Zoning, Article 3 – District Regulations, Section 9 – General Residence and Office Zoning (RGO), Subsection 9.14 (b) be amended by deleting the text indicated in bold, red, strikethrough as follows:

(b) In order to stimulate limited commercial activity in this zone where the city's historic district overlay zone exists and to make this portion of the city's historic district a greater attraction to tourists and residents, the following list of preferred uses may be permitted as conditional uses, subject to the approval of the planning commission:

i. Antique shops, art galleries, gift and card shops, book stores, specialty hobby stores (i.e., miniatures, models, needlecrafts), bakeries (including baking on premises), ~~[~~and~~]~~ restaurants ~~**with no alcoholic beverages**~~.

ii. Limitation of entrances from State Street only.

iii. Total floor area of any one retail use ~~[~~is~~]~~ not to exceed 2,000 square feet.

iv. Such uses will be subject to historic district requirements and will therefore require an architectural review certificate. Architectural review certificates for retail uses described above shall not be granted unless it has been demonstrated that the proposed use will result in either no material change to the exterior of the structure visible from State Street or will result in a restoration of the structure to an appearance which can be documented to more closely reflect the historical appearance of that structure. Material change would include modifications to doors, windows and masonry, other than routine maintenance.

v. No parking shall be required for the retail user.

vi. If new construction is proposed on State Street between Loockerman and Water Streets, the proposal must not require demolition or extensive modifications of any existing structure which presently contributes to the historic district because of its age or architectural appearance. In addition, the RG-O zone bulk and parking requirements would be waived in certain respects. Lot width and depth will be as appropriate to the site, subject to architectural review and site plan review. Setbacks will be discouraged. Side yards will reflect the needs of adjacent structures by providing adequate light and air to reach existing windows. The height limit of 35 feet or 2½ stories will be retained, as will the 85 percent lot coverage limit. The floor area ratio limitation will be raised to 1.0. The parking requirements will be waived.

ADOPTED: *

SYNOPSIS

The proposed ordinance would eliminate the prohibition on sale of alcohol in restaurants in the RGO zone. Restaurants in this zone are subject to Conditional Use approval by the Planning Commission.

Actions History:

June 25, 2012 – First Reading/Referral to the Planning Commission

June 11, 2012 - Introduced in the Parks, Recreation & Community Enhancement Committee

DRAFT

UTILITY COMMITTEE

The Utility Committee Meeting was held on July 23, 2012 at 6:00 p.m. with Chairman Bonar presiding. Members present were Mr. Perza, Mrs. Williams, Mr. Blakeman, and Mr. Snaman. Members of Council present were Council President Leary (departed at 6:04 p.m. and returned at 6:12 p.m.), Mr. Hare (arrived at 6:20 p.m.), Mr. Hutchison, and Mrs. Russell. Mayor Carey was also present.

AGENDA ADDITIONS/DELETIONS

By unanimous consent, the agenda was approved as presented.

Proposed Resolution No. 2012-11 - Adoption of the American Public Power Association (APPA) Safety Manual

Mr. Scott Koenig, City Manager, submitted proposed Resolution #2012-11 for the adoption of the American Public Power Association (APPA) Safety Manual. He advised members that the provisions of the APPA Safety Manual were currently being utilized as policy within the City's Electric Department. He explained that the Manual consisted of over 200 pages and provided the best practices to ensure the safety of the City's electrical workers, as well as the system, and that adoption of the Resolution would solidify support of the Manual and allow the City to meet the requirements of the Reliable Public Power Provider (RP3) Program.

Mr. Blakeman moved to recommend adoption of proposed Resolution #2012-11 *(Attachment #1)*, seconded by Mrs. Williams and unanimously carried.

Presentation - Energy Commodity Risk Management Policy Modifications (The Energy Authority)

Mr. Jamie Mahne, Chief Client Officer for The Energy Authority (TEA), reviewed a Presentation - Dover Risk Policy Modifications. As the City's Energy Manager, he explained that TEA had recommendations for modifications to the City's Energy Risk Policy.

Mr. Bonar indicated his firm opposition to redacting anything involving public policies related to management of the City's electricity, noting that this was "the people's electric department for the foreseeable future." Responding, Mr. Mahne stated that TEA was owned by and served public power organizations exclusively and was sensitive to and agreed with Mr. Bonar's concern. He advised members that this was one of the overriding reasons for recommending the policy modifications and that another reason was to bring Dover's Risk Policy up to the industry's best practices.

In response to Mr. Blakeman, Mr. Mahne indicated that City staff (City Manager, Utility Managers, and the Controller/Treasurer) and representatives of TEA, who serve as the Executive Committee, were involved in the rewriting of the policy and approved it for presentation to members of the Utility Committee.

No further action was taken by the Committee. *(City Clerk's Office Note: In accordance with the policy, the Utility Committee must conduct an annual review and approval of the Governing Policy For Energy Commodity Risk Management; therefore, this item has been scheduled for consideration by the Committee on August 13, 2012)*

Review of Utility Related Capital Investment Plan (CIP) ***(Electric and Water/Wastewater)***

Members were provided a Project Tracking Report, as of May 31, 2012, for the Utility (Electric and Water/Wastewater) Related Capital Investment Plan (CIP).

Mrs. Williams questioned the number of projects and the fact that so many were in a waiting status. Responding, Mr. Scott Koenig, City Manager, reviewed some of the projects listed, explaining that the new Library was nearing completion, and that some projects, such as the roof replacement at Dover Park, had been deferred. He noted that the City Hall Fire Sprinkler System was being presented to City Council during their meeting later in the evening. Mr. Koenig explained that staff had been attempting to complete several street program projects and had initially intended to use General Fund monies; however, prior to beginning the projects, various legislators submitted Community Transportation Funds, which resulted in the ability to use alternative funding. Referring to the Water Street Brick Sidewalk that had been pending for some time, Mr. Koenig explained that this was a very historic sidewalk that was located against a very historic wall (Christ Church wall along Water Street), which created a major problem. Mrs. Williams requested that staff determine if the wall referred to was indeed historic, noting that it was built several years after the Church. She expressed her concern that some of these projects never seem to be completed, and thus the City's objectives are not accomplished.

Continuing, Mr. Koenig noted that the City did not plan to build a parking lot at Schutte Park and would transfer this funding to sidewalk work at Schutte Park. He explained that since Wyoming Mill Road had been relocated, staff could continue installing the sidewalk along that roadway, noting that the intent was to begin a sidewalk to the south. Referring to the Route 13/North State Street-Kings Highway project, he advised members that originally the State planned to pay the City to pave Route13; however, there had since been a supplemental agreement to transfer monies back to the State to handle this project. He noted that the City had been running behind on the Street Program due to contract response issues, staff commitments, and issues with the State regarding the roundabout at Eden Hill on North Street.

Responding to Mr. Bonar regarding the North Street Project, Mr. Koenig noted that this project was separate from the CIP, explaining that the North Street Project referred to by Mr. Bonar would be financed by a grant through the Downtown Dover Partnership. He confirmed that this project would require the City to make adjustments to the water system because there was not a great deal of space in North Street, and Verizon had installed their conduit bank on top of the City's water line in this area. It was his understanding that equipment was being brought in to begin construction on this portion of the project this week and that completion would be expected within the next week or so.

Mr. Bonar recalled concerns regarding a traffic signal in front of the new Dover High School and that the Delaware Department of Transportation (DelDOT) had indicated that this would require a process. Regardless of the process required of DelDOT, he indicated his desire for the traffic signal to be installed prior to the school opening, noting that there was a true safety issue involved and his feeling that the State's bureaucracy on several of these types of projects was not necessary.

Concurring with the safety concerns involving the new Dover High School, Mrs. Williams questioned if City Council could take temporary safety measures, such as providing additional police

officers during the times when students would be entering and exiting the school, in an attempt to mitigate these risks. Responding, Mr. Koenig felt that staff could meet with representatives of DelDOT and the Capital School District to discuss this issue. He advised members that recent conversations with DelDOT indicated that DelDOT was attempting to move these projects, such as the installation of traffic signals, forward. He stated that DelDOT was relying heavily on the engineering study and warrant analysis that was completed by the engineers for the Capital School District to determine where traffic signals should be installed. In accordance with the warrant analysis, a traffic signal should be installed on the west end of the property; however, since the traffic coming out of the east end would be only intermittent, it did not meet the warrant analysis. It was his understanding that the warrant analysis serves as a legal test for DelDOT; therefore, if DelDOT were to install a traffic signal in a location that did not meet the warrant analysis and an accident occurred, DelDOT could be held liable. As a result, DelDOT was very reluctant to perform work that did not meet a warrant analysis.

As mentioned by the City Clerk, Mr. Bonar noted that since this matter was not included in the CIP, members should refrain from any further discussion. He suggested that this issue be considered by the Safety Advisory and Transportation Committee. Responding, Mr. Hutchison reminded members that the Safety Advisory and Transportation Committee had recently considered this matter and as a result, City Council authorized a letter to be sent to DelDOT relaying the City's concerns.

Referring to the Water/Wastewater CIP, Mr. Koenig noted that although there had been a 50% reduction in the City's engineering staff, projects were moving forward and, although the backlog was not complete, there had been a reduction. He noted that most of the Electric CIP projects were on schedule and within budget.

In response to Mr. Blakeman regarding the Life Extension of Units 1 and 2, Mr. Koenig stated that discussions on this matter were continuing and he anticipated that members would be provided related information to consider between now and the end of the year.

Responding to Mrs. Williams, Mr. Koenig stated that the Fox Hall Pump Station Upgrade had been completed and that staff was working on the contract documents to close the project. He anticipated the roadway to be repaved as a part of a repaving project in the future.

No further action was taken by the Committee.

Update - Garrison Oak Technical Park Project

Mr. Scott Koenig, City Manager, stated that staff was working through the engineering consulting reviews of the Garrison Oak Technical Park Project and anticipated bringing forward amendments to the engineering contract to facilitate the design of the pump station. In addition, staff would be presenting a supplemental contract for the construction of an elevated water tower for the property. He noted that the engineering analysis which was completed indicated the need for a 12-inch water line and an elevated storage tower and that long-term improvements to the plant were a part of the City's CIP proposals. Mr. Koenig stated that staff was working with Kent County to develop a sewer alignment and pump station that would allow the City to tie into the East Dover bypass and to abandon the station on White Oak Road.

It was Mr. Koenig's understanding that Calpine's air permit would be reviewed by the Delaware Department of Natural Resources and Environmental Control (DNREC) during the month of August. He advised members that Calpine was securing their purchases and working through issues related to the natural gas line extension.

By unanimous consent, the meeting adjourned at 6:27 P.M.

David L. Bonar
Chairman

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Attachment to Original
Attachment #1 - Proposed Resolution No. 2012-11

LEGISLATIVE, FINANCE, AND ADMINISTRATION COMMITTEE

The Legislative, Finance, and Administration Committee meeting was held on July 23, 2012 at 6:30 p.m. with Councilman Hare presiding in the absence of Chairman Lynn. Members present were Mr. Anderson, Mr. Rushe, and Mr. Shevock. Members of Council present were Mrs. Russell, Mr. Perza, Mr. Bonar, Mr. Hutchison, and Council President Leary. Mayor Carey was also present.

AGENDA ADDITIONS/DELETIONS

Mr. Anderson moved for approval of the agenda, as presented, seconded by Mr. Rushe and unanimously carried.

Proposed Amendments to Ground Lease Agreement Between Calpine and the City of Dover

Mr. William Neaton, Economic Development Manager, reviewed proposed amendments to the Ground Lease Agreement with Garrison Energy Center, LLC (Calpine Corporation) for the Garrison Oak Technology Park, as follows:

1) Paragraph 3 Lease of Premises: The property has been identified as being a portion of Lot 7, which is 36.8 acres and is depicted in Exhibit B.

2) Paragraph 5A defines the number of acres to be leased and the cost per acre. The previous agreement required quarterly lease payments. The change will read "tenant shall pay the landlord once per year."

3) Paragraph 42E, previously titled Publicity, is now deleted.

4) Now included in the Ground Lease are Exhibits A and B. Exhibit A is the description and depiction of the property, Lots 1 through 15 of the Garrison Oak Technical Park. Exhibit B is the description and depiction of the premises Lot 7 (86.4211 acres) and the leased portion of Lot 7 (36.7971 acres).

5) There are a number of grammatical and punctuation changes agreed upon between the City of Dover's attorney and Garrison Energy Center.

Mr. Neaton assured members that Mr. Kirk Betts, Attorney for the City of Dover, and Mr. John Watson, Land Specialist, Calpine Corporation, had reviewed the documents and that Calpine had accepted the revised Ground Lease Agreement as presented.

Responding to Mr. Bonar, Mr. Neaton announced that the Air Permitting is scheduled for August 8, 2012 at the Richardson & Robbins Building.

Staff recommended approval of the revised Ground Lease.

Mr. Anderson moved to recommend approval of the revised Ground Lease Agreement with the Garrison Energy Center, LLC (Calpine) as presented *(Attachment #1)*, seconded by Mr. Shevock and unanimously carried.

Review of Grant Application - Two-Way 800 MHz Radios - Fire Marshal's Office

Mr. Scott Koenig, City Manager, advised members that the Fire Marshal and the Mayor's Office had requested authorization to apply for a Delaware Emergency Management Agency (DEMA) Grant for two-way 800 MHz Radios. The City of Dover requested funding from DEMA for the purchase of 12 portable radios and five (5) mobile radios. Mr. Koenig noted that the total cost of the radios would not exceed the grant amount of $83,328.00. Members reviewed a cost analysis from Motorola Solutions provided by Magnum Electronics, which is a State vendor.

Mr. Koenig indicated that the funding for this project was provided under short notice because other municipalities in the State had not completed their projects by the due date set forth by the Federal Government. He stated that all costs associated with the project would be charged to the Fire Marshal's Office and that 100% of the project costs would be reimbursed to the City of Dover upon application for reimbursement. He advised members that it was possible that the radios would be borrowed by Public Works supervisors while assisting the Fire Marshal's Office during an emergency situation, such as a disaster; however, he noted that the use of the 800 MHz system is very restricted throughout the State.

Staff recommended authorization to complete the project and request reimbursement for all costs associated with the purchase of two-way radios and accessories.

Responding to Mr. Shevock, Mr. Koenig stated that the maintenance costs would be covered under warranty for the first year and thereafter would become a part of the radio maintenance contract. Since a majority of the radios would be replacements and the maintenance contract was based on the number of radios, staff did not anticipate any additional costs.

Mr. Shevock moved to recommend that staff be authorized to complete the project and request reimbursement from the Delaware Emergency Management Agency (DEMA) for all costs associated with the purchase of two-way 800 MHz radios and accessories. The motion was seconded by Mr. Rushe and unanimously carried.

By unanimous consent, the meeting adjourned at 6:40 p.m.

Meeting Adjourned at 6:40 P.M.

William F. Hare
Acting Chairman

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Attachment
Attachment #1 - Revised Ground Lease Agreement (Garrison Energy Center, LLC and City of Dover)

(Execution Copy)

GROUND LEASE AGREEMENT

This Ground Lease Agreement (this "**Agreement**"), dated for reference purposes only as of _____, 2012, is between The City of Dover, a Delaware municipality ("**Landlord**"), and Garrison Energy Center LLC, a Delaware limited liability company ("**Tenant**"). Landlord and Tenant shall sometimes be referred to herein individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. Landlord owns certain real property consisting of approximately 387 acres located in the City of Dover, County of Kent, State of Delaware, commonly known as the Garrison Tract, and more particularly described and depicted in Exhibit A attached hereto and incorporated herein by this reference (the "**Property**").

B. Pursuant to that certain Option Agreement, dated as of April 14, 2010, between Landlord, as "Optionor", and Tenant, as "Optionee" (the "**Option Agreement**"), Tenant acquired from Landlord an exclusive option to lease a portion of the Property consisting of up to 80 acres (subject to the terms of Section 3 of this Agreement) (the "**Premises**") on the terms and conditions set forth in this Agreement (the "**Option**"), for the purpose of designing, developing, constructing, installing, operating, using, maintaining and testing a dual-fuel combustion turbine power plant facility, together with appurtenant fixtures, facilities and equipment, including, but not limited to, an electric transmission line, a waste water discharge line, a gas supply pipeline, water supply line and ancillary and related uses (collectively, the "**Project**"). The Premises is described and depicted on Exhibit B attached hereto and incorporated herein by this reference.

C. Tenant has exercised the Option in accordance with the Option Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Definitions. The following terms, as used in this Agreement, shall have the definitions set forth below:

"**Applicable Laws**" shall mean any and all applicable laws, ordinances, codes, statutes, rules, regulations, orders, decisions, decrees, edicts, directives, permits and approvals issued by any Governmental Authority.

"**Business Day**" shall mean any day other than (a) a Saturday or Sunday, or (b) a day on which banking and savings and loan institutions in Dover, Delaware are authorized or obligated by law or executive order to be closed.

"**Claims**" shall mean all losses, liabilities, claims, demands, damages, causes of action, liens, obligations, fines, penalties, costs and expenses (including but not limited to all

investigation costs and reasonable consulting, engineering, reasonable in-house or outside attorney's fees or other professional fees).

"**Confidential Information**" means any and all non-public proprietary written information, data, analyses, documents, and materials furnished or made available by a Party or its Disclosure Representatives to the other Party or its Disclosure Representatives in connection with this Agreement, and any and all analyses, compilations, studies, documents, or other material prepared by the receiving Party or its Disclosure Representatives to the extent containing or based upon such information, data, analyses, documents, and materials, but does not include information, data, analyses, documents, or materials that (a) are when furnished or thereafter become available to the public other than as a result of a disclosure by the receiving Party or its Disclosure Representatives, or (b) are already in the possession of or become available to the receiving Party or its Disclosure Representatives on a non-confidential basis from a source other than the disclosing Party or its Disclosure Representatives, provided that, to the best knowledge of the receiving Party or its Disclosure Representatives, as the case may be, such source is not and was not bound by an obligation of confidentiality to the disclosing Party or its Disclosure Representatives, or (c) the receiving Party or its Disclosure Representatives can demonstrate has been independently developed without a violation of this Agreement. The Parties understand that Landlord's ability to protect confidential information is governed by the Delaware Freedom of Information Act which requires disclosure of public records (as defined by said act) upon request.

"**Disclosure Representatives**" shall mean the officers, directors, employees, legal counsel, accountants, lenders, advisors, or ratings agencies and other agents or representatives of a Party or of its affiliates.

"**Governmental Authority**" shall mean any federal, state, regional, county, municipal or other local government, authority, agency, commission, body, court, tribunal, department or division, including but not limited to Kent County Conservation District and/or any school, agricultural, conservation, landscaping, lighting, sanitary, fire, street, drainage or other improvement district.

"**Hazardous Materials**" shall mean all chemicals, materials, substances, or items in any form, whether solid, liquid, gaseous, semisolid, or any combination thereof, whether waste materials, raw materials, chemicals, finished products, by-products, or any other materials or articles, that because of their physical, chemical, or other characteristics may pose a risk of endangering human health or safety or of degrading the environment and are regulated under any environmental law, including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 *et seq.*), the Hazardous Materials Transportation Act (49 U.S.C. § 5101 *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*), the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*), the Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Toxic Substances Control Act (15 U.S.C. § 2601 *et seq.*), the Oil Pollution Act (33 U.S.C. § 2701 *et seq.*), the Occupational Safety and Health Act (29 U.S.C. § 651 *et seq.*) and, the Emergency Planning and Community Right-to-Know Act (42 U.S.C. § 11001 *et seq.*).

"**Official Records**" shall mean the official records of the county where the Premises is located.

"**Personal Property Taxes**" shall mean, collectively, all personal property taxes assessed against and levied upon the Project or Tenant's fixtures, facilities, equipment or personal property located on or used in connection with the Premises.

"**Real Property Taxes**" shall include any form of real estate or ad valorem tax or assessment, general, special, ordinary or extraordinary, and any license fee, rental tax, improvement bond or bonds, levy or tax against any legal or equitable interest of Tenant or Landlord in the Project or the Premises.

"**Related Agreements**" shall mean, collectively, this Agreement, and the Power Purchase Agreement.

"**Representatives**" shall mean, collectively, a Party's employees, contractors, subcontractors, consultants, agents, representatives, invitees, licensees or permittees.

2. Effectiveness of Agreement. This Agreement shall be effective upon execution and delivery of this Agreement by both Parties hereto in accordance with the Option Agreement, however if the last Party to sign this Agreement signs on a date other than the 1st of the month, the effective date of this Agreement shall be on the 1st day of the following month or _____, 1, 2012 (the "**Effective Date**").

3. Lease of Premises. Landlord hereby leases, transfers and demises to Tenant, and Tenant hereby leases, hires and takes from Landlord, the Premises, on the terms and conditions set forth in this Agreement. The parties acknowledge that the term "Premises" as of the Effective Date and up to the day prior to the delivery of the Final Determination Notice (as defined in this Section 3 below) (the "**Construction Term**") shall mean that certain 36.8-acre portion of the Property, as determined by Tenant, being a portion of Lot 7 and depicted on Exhibit B; however, in the event that Tenant constructs a power plant (the "**Power Plant**") on a portion of the Premises (the "**Power Plant Area**"), which portion Tenant shall determine in its sole and absolute discretion, then at least sixty (60) days prior to substantial completion of the construction of the Power Plant, Tenant shall provide Landlord with written notice (the "**Final Determination Notice**") (i) describing the area and approximate number of acres comprising the "Premises", which area shall not be less than 35 acres nor more than 40 acres and shall encompass the entire Project, including the Power Plant Area, the Access Roads (as defined in Section 6 below) and Easements (as defined in Section 6 below) but excluding any portion used in connection with the construction of the Project and not incorporated into the Power Plant Area, the Access Roads or Easements and (ii) depicting the Premises, which depiction shall replace that certain Exhibit B attached hereto. Therefore, upon the delivery of the Final Determination Notice and throughout the remainder of the Term (the "**Operation Term**"), the term "Premises" shall mean that certain portion of the Property described and depicted in the Final Determination Notice.

4. Term of Lease.

(a) Term. The term of this Agreement (the "**Term**") shall commence as of the Effective Date and shall expire as of 11:59 p.m. Eastern time on the date that is thirty (30) years after the date the Final Determination Notice is delivered (the "**Expiration Date**").

(b) Extensions. Provided that the Power Plant has not been permanently retired or abandoned and a Tenant Default (as defined in Section 18) does not exist on the date that the then-current term expires, this Agreement shall automatically be extended for four (4) additional five (5) year periods on the same terms and conditions as the initial term unless Tenant terminates this Agreement at the end of the then current term by giving Landlord written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

(c) Early Termination. At any time during the Term, as the same may be extended, Tenant shall have the option (the "**Termination Option**") by providing written notice ("**Termination Notice**") to Landlord to terminate this Agreement for any reason, in which event, this Agreement shall be deemed terminated as of the

expiration of the Winding Down Period (as defined in Section 9(c) of this Agreement).

5. Base Rent.

(a) Base Rent. The annual base rent for the Premises during the Construction Term shall be Twenty Five Thousand Seven Hundred Sixty Dollars ($25,760.00) (which annual rental sum was determined by multiplying $700.00 by 36.8, which is the number of acres that Tenant will be leasing from Landlord during the Construction Term; however if that leased acreage shall at any time during the Construction Term be more or less than 36.8 acres, then the annual base rent shall be adjusted accordingly), to be to be billed by Landlord to Tenant annually and due and payable each and every year during the term of this agreement starting on the Effective Date as provided for in paragraph 2, and annually thereafter, with the first payment, if necessary, prorated to the Effective Date and the annual base rent for the Premises during the Operation Term shall be Seven Hundred and No/100ths Dollars ($700.00) per acre of Premises actually being leased pursuant to the Final Determination Notice, as adjusted periodically pursuant to Section 5(b) below (the "**Base Rent**"). Tenant shall pay to Landlord Base Rent once per year. The first Installment and each annual payment of Base Rent shall be due and payable thirty (30) days after the Landlord mails the bill to the Tenant. If the Final Determination Notice is delivered during any period for which the Base Rent has already been paid, Landlord shall prorate the Installment based on the number of days covered by the Installment and reimburse Tenant within thirty (30) days of the receipt of the Final Determination Notice.

(b) Base Rent Adjustment. The Base Rent shall be adjusted as of the first day of the first month (the "**First Adjustment Month**") of the first anniversary of the Effective Date and each subsequent annual anniversary of the Effective Date (each, an "**Adjustment Date**") to an amount equal to the product obtained when the Base Rent for the First Adjustment Month is multiplied by a fraction, the numerator of which is the "Comparison Index" (as hereinafter defined), and the denominator of which is the "Beginning Index" (as hereinafter defined). For the purpose of this Section 5(b), the following terms shall be defined as noted below:

(i) Index - The "**Index**" for computing the increases shall be the Consumer Price Index for All Urban Consumers U.S. City Average, published by the United States Department of Labor, Bureau of Labor Statistics. In the event that the Index shall ever be converted to a different standard reference base or otherwise be revised, a determination of subsequent adjustment to the Base Rent shall be made with the use of such conversion factor, formula or table for converting the Index as may be published by the Bureau of Labor Statistics. In the event the Index shall cease to be published, the index designated by the Bureau of Labor Statistics as replacing the Index, or the most comparable substitute if said Bureau fails to designate a replacement, shall be used thereafter.

(ii) Beginning Index - The "**Beginning Index**" shall be defined as the Index published for the month and year that is twelve (12) months prior to the Adjustment Date or, if the Index was not published in such month, the previous month in which the Index was published.

(iii) Comparison Index - The "**Comparison Index**" shall be defined as the Index published for the month in which the applicable Adjustment Date occurs or, if the Index was not published in such month, the previous month in which the Index was published.

(c) Proration. Tenant's obligation to pay Base Rent shall be prorated, if required, at the agreements initial commencement and at the expiration of the Term.

6. Ancillary Rights.

(a) To enable Tenant to design, develop, construct, install, operate, use, maintain and test the Project, Landlord shall do the following at no additional charge to Tenant:

(i) Grant to Tenant and its Representatives a non-exclusive license to use the access roads (the "**Access Roads**") that are located on the Property and any adjacent property owned by Landlord ("**Landlord's Property**") for necessary vehicular and pedestrian ingress and egress to and from the Premises.

(ii) Grant to Tenant and its Representatives irrevocable and exclusive easements and rights-of-way (acceptable to Tenant) (the "**Exclusive Easements**") for the Term on, over, across, above and under a portion of Landlord's Property for the purpose of installing, constructing, laying, operating, using, inspecting, accessing, maintaining, repairing, altering, improving, reconstructing, replacing, removing, and abandoning the following: (1) electric transmission lines and facilities, (2) a pipeline or pipelines for the interconnection to other pipelines and transportation of oil, gas, petroleum products or any other liquids, gases, or substances which can be transported through pipelines, and (3) such utilities, lines, facilities and services that Tenant reasonably determines are necessary or appropriate. Upon the termination of this Agreement, Tenant shall have no further rights or interest in the Exclusive Easements and shall return the easement areas to Landlord in their then as-is condition with no obligations of removal, repair or replacement of any existing improvements or fixtures.

(iii) Grant to Tenant and its Representatives non-exclusive easements and rights-of way (acceptable to Tenant) (the "**Non-Exclusive Easements**," which together with the Exclusive Easements shall hereinafter be collectively referred to as the "**Easements**") on, over, across, above and under a portion of Landlord's Property for the purpose of installing, constructing, laying, operating, using, inspecting, accessing, maintaining,

repairing, altering, improving, reconstructing, replacing, removing, and abandoning the following: (1) utility lines and facilities for such utility services including, without limitation, for water, electricity, gas, steam, sewer and storm water drainage and (2) telephone, communication and information services lines and facilities (items 1-3 in Section 6(a)(ii) and items 1-2 in this Section 6(a)(iii) shall be collectively referred to herein as the "**Facilities**"), and shall also include such other activities and uses related to the Project that Tenant reasonably determines are necessary or appropriate. Landlord shall negotiate in good faith and enter into utility service agreements for services that may be provided by Landlord or other service providers at rates no less favorable than the prevailing tariff rates for industrial customers in the City of Dover.

(iv) Assist Tenant in obtaining rights-of-way and entering into easement agreements acceptable to Tenant that would burden other real property adjacent to the Premises and Landlord's Property and benefit the Premises and/or Tenant for the purpose of installing, constructing, laying, operating, using, inspecting, accessing, maintaining, repairing, altering, improving, reconstructing, replacing, removing, and abandoning the Facilities and for such other activities and uses related to the Project that Tenant reasonably determines are necessary or appropriate; provided, however, nothing herein shall be construed to obligate Landlord to take any action that would violate Applicable Laws.

(b) Provided that (i) the Relocation (as defined below) does not interrupt Tenant's access to the Project, operation of the Power Plant or the utilities services to the Power Plant, (ii) Landlord provides to Tenant alternative means of access and/or utility service to the Project during the Relocation, (iii) the rights of Tenant to the Premises are not affected by the Relocation, (iv) the new Access Roads and/or easement areas are of a similar size, type and construction as the previous Access Roads and/or easement areas, and (v) Tenant is not required to obtain any revisions to its existing licenses or permits, Landlord shall have the right to relocate (the "Relocation Right"), if necessary, at Landlord's sole cost and expense, all or part of the Access Roads and/or easement areas and the utilities and other improvements located thereon to another portion of the Property (any such relocation shall hereinafter be referred to as a "Relocation"). Landlord shall exercise its Relocation Right by delivering a written notice ("**Relocation Notice**") to Tenant at least six (6) months prior the Relocation, which Relocation Notice shall depict and describe the portion of the Access Road and/or easement area being relocated and that portion of the Property to which the Access Road and/or easement area shall be relocated. Landlord and Tenant shall mutually agree on the new location of the Access Road and/or easement area, and shall acknowledge in writing the new location of the Access Road and/or easement area. To the extent allowed by Applicable Laws, Landlord shall reimburse Tenant for any reasonable direct costs incurred by Tenant in connection with the Relocation.

7. Quiet Enjoyment. Subject to the terms of this Agreement, Tenant shall enjoy the peaceful and quiet use, possession and enjoyment of the Premises without hindrance or disturbance by Landlord or any persons claiming by, through or under Landlord.

8. Use of Premises. Tenant and its Representatives may use the Premises for the purpose of designing, developing, constructing, installing, operating, using, maintaining and testing the Project and ancillary and incidental uses, all of which shall comply with Applicable Laws, and for no other use without Landlord's prior written consent, which may not be unreasonably withheld, conditioned or delayed.

9. Title to Project.

(a) Tenant to Retain Title during Term. At all times until the expiration or earlier termination of the Term, the Project shall remain the property of Tenant for all purposes. Landlord and Tenant agree that all improvements, including fixtures, at any time constructed by or for Tenant on the Premises shall be considered with respect to the interest of Landlord and Tenant as the real property of Tenant and any Leasehold Mortgagee designated by Tenant. The Parties understand and agree that nothing in the preceding sentence shall be interpreted to bind Tenant with respect to its characterization of such improvements, including fixtures, for book and tax depreciation purposes.

(b) Title Insurance. Tenant may obtain, at Tenant's sole cost and expense, a policy of title insurance in an amount equal to the reasonable value of the Tenant's interest in the Premises, insuring Tenant's marketable title in the leasehold estate created hereunder. Landlord hereby agrees to execute all documents reasonably requested by the title company selected by Tenant in order for said title company to issue such policy of title insurance.

(c) End of Term; Removal. At the end of the Term (as may be extended) or any early termination thereof, unless Tenant provides Landlord with written notice of Tenant's desire to extend the Term beyond the extension provided for herein and continue its operations on the Premises or enter into a new lease, the Term shall be extended for thirty-six (36) months (the "**Winding Down Period**") in order to permit Tenant with sufficient time to remove the Project and all above-ground improvements, and any underground facilities (including equipment) used for the storage or movement of fuel oil, constructed by Tenant, or on behalf of Tenant (collectively, the "**Improvements**"), from the Premises. Tenant shall be responsible for the payment of rental on the Premises from the start of the Winding Down Period until the completion of the Improvement removal. During the Winding Down Period, Tenant shall also perform a Phase I inspection of the Premises and shall remove from the Premises, in compliance with Applicable Laws, any Hazardous Materials identified on the Phase I inspection that were not on the Premises prior to the Effective Date and were not placed on the Premises by Landlord, its agents or contractors, but only to the extent such removal is required under Applicable Laws. Notwithstanding anything in this Section 9 to the contrary, Tenant shall not be responsible for, and Landlord and Tenant shall

cooperate with each other in determining and/or prosecuting the source of, any Hazardous Materials that migrate, flow, percolate, diffuse, or in any way move on to, or under, the Premises after the Effective Date. The Premises shall be returned to Landlord at the expiration of the Winding Down Period with all Improvements removed or in such other condition mutually acceptable to Tenant and Landlord.

10. Purchase Option. Notwithstanding anything in Sections 4(c) and 9(c) to the contrary, Landlord shall have the right to purchase the Project (the "**Purchase Option**") by delivering written notice (the "**Option Notice**") to Tenant with one hundred twenty (120) days after Tenant has delivered the Termination Notice to Landlord, if applicable, or no later than one hundred eighty (180) days prior to expiration of Term. If Landlord fails to timely exercise the Purchase Option as provided herein, then Landlord shall have no right to exercise the Purchase Option and it shall terminate and be of no further force or effect. Time is of the essence with respect to the time deadline imposed on Landlord in this Section 10. The Project shall be sold to Landlord pursuant to terms and conditions mutually acceptable to Landlord and Tenant, provided, however, if Landlord and Tenant cannot agree on the terms of the purchase and sale of the Project within one hundred twenty (120) days of the delivery of the Option Notice to Tenant, the Purchase Option shall be deemed terminated, Landlord shall have no further rights to purchase the Project, and Tenant shall proceed as provided in Section 9(c) above.

11. Required Permits. Tenant shall apply for and obtain at Tenant's sole cost and expense all governmental and non-governmental authorizations, consents, permits, approvals, entitlements, licenses, rulings, exemptions, variances, orders, judgments, decrees, declarations or regulations necessary to design, develop, construct, install, operate, use, maintain and test the Project (collectively, the "**Required Permits**"). Landlord shall (i) promptly sign applications for such Required Permits in its capacity as the record owner of the Premises if the record owner's signature is required by the issuing authority, (ii) not oppose or delay Tenant's efforts to acquire such Required Permits, and (iii) reasonably cooperate with Tenant with respect to such Required Permits. During the Term, Tenant shall, at Tenant's sole cost and expense, maintain the Required Permits and all other authorizations necessary in connection with the construction, operation and maintenance of the Project.

12. Maintenance and Repair. Tenant shall promptly and diligently maintain the Project in good condition and repair, ordinary wear and tear accepted, and shall maintain both the Project and the Premises in material compliance with all Applicable Laws and Required Permits. Tenant shall be responsible and liable for any damage to or destruction of the Premises, except to the extent such damage or destruction is the result of the negligence or willful misconduct of Landlord or Landlord's Representatives. Whether such damage or destruction results from an occurrence that is insured by Tenant, Tenant shall promptly repair, restore and remedy any damage to or destruction of the Premises, except to the extent such damage or destruction is the result of the negligence or willful misconduct of Landlord or Landlord's Representatives, or in the event that Tenant determines, in Tenant's sole and absolute discretion, that the Premises or the Project cannot be substantially repaired and restored within one (1) year from the date of the casualty or in the event that there is less than five (5) years left in the Term, in which event Tenant shall

have the right to terminate this Agreement by providing Landlord with written notice.

13. Pre-Existing Environmental Conditions. Landlord agrees to assume full and complete responsibility for any and all excavation, cleanup, assessment, remediation and/or monitoring activities that may be required during the Term by any Governmental Authority (including, without limitation, any federal or state court, any federal, state or local agency with jurisdiction over the Premises) for any and all materials, pollutants, irritants, contaminants and Hazardous Material (as defined in Section 1) that would constitute a violation of environmental laws existing in, on, under, or emanating from the soil, surface water, groundwater or subsurface at the Premises, in each case prior to the Effective Date. As of the date of this Agreement, Tenant has inspected the Premises and that inspection has not revealed any conditions that would constitute a violation of environmental laws. The parties agree that the foregoing does not constitute a waiver as to any conditions that Tenant may later discover on the Premises.

14. Taxes. Tenant shall be responsible and shall pay all real and personal property taxes imposed by a Governmental Authority on the Premises and the Project.

15. Compliance Inspections. Landlord shall have the right to enter the Premises (i) at any time, in the case of an emergency, and (ii) otherwise at reasonable times upon not less than five (5) Business Days' prior notice via the telephone or e-mail and during normal business hours, in each case for the purpose of inspecting the condition of the Premises and for verifying compliance by Tenant with this Agreement and all Applicable Laws and Required Permits. Nothing herein shall limit the right of Landlord or other governmental employees to access said Premises in the course of normal governmental business for safety, health or taxing, or to exercise normal police powers.

16. Mutual Indemnification. Landlord and Tenant shall each indemnify, defend, protect and hold harmless the other and its successors and assigns, and each of their respective Representatives from and against any and all Claims related to or arising out of (i) any breach of the indemnifying party's representations or warranties contained in this Agreement, (ii) the actions or omissions of the indemnifying party (or the indemnifying party's Representatives and any other entity or individual for whom the indemnifying party is responsible), or (iii) any default by the indemnifying party under any provisions of this Agreement; except to the extent such Claims may be due to or caused by the negligence or willful misconduct of the other party or its Representatives. The indemnifying party shall pay all reasonable attorneys' fees and legal costs incurred by the other party in order to enforce the indemnifying party's obligations hereunder.

17. Landlord Default and Remedies.

(a) Landlord Default. The occurrence of the following shall constitute a "**Landlord Default**" under this Agreement: Landlord shall have failed to perform any obligation to be performed by Landlord or violated any material term, covenant or condition applicable to Landlord under this Agreement within the time frame specified, and such failure or violation shall be continuing following written notice and the expiration of a thirty (30) day remedy period (provided, however,

that if more than thirty (30) days is reasonably required in order to perform such obligations or remedy such violations, Landlord shall have such longer period as reasonably necessary to complete such performance or remedy, provided that Landlord commences such performance or remedy within such thirty (30) day period and thereafter diligently prosecutes such performance or remedy to completion).

(b) Remedies. Upon the occurrence of a Landlord Default, without any requirement of further notice or demand, Tenant shall be entitled to pursue any remedy at law or in equity available to Tenant as a result of such Landlord Default.

18. Tenant Default and Remedies.

(a) Tenant Default. The occurrence of any of the following shall constitute a "**Tenant Default**" under this Agreement:

(i) Tenant shall have failed to make any payment of Base Rent or any other payment required to be made by Tenant to any third party under this Agreement, and such failure shall have continued for a period of thirty (30) days after Tenant's receipt of written notice of such failure.

(ii) Tenant shall have failed to perform any obligation to be performed by Tenant or violated any material term, covenant or condition applicable to Tenant under this Agreement (other than those set forth in Section 18(a)(i) above) within the time frame specified and such failure or violation shall be continuing following written notice and the expiration of a thirty (30) day remedy period (provided, however, that if more than thirty (30) days is reasonably required in order to perform such obligations or remedy such violations, Tenant shall have such longer period as reasonably necessary to complete such performance or remedy, provided that Tenant commences such performance or remedy within such thirty (30) day period and thereafter diligently prosecutes such performance or remedy to completion).

(b) Remedies. Upon the occurrence of a Tenant Default, without any requirement of further notice or demand but subject to the rights of the Leasehold Mortgagee under Section 22 of this Agreement, Landlord shall thereafter have the right to reenter or repossess the Premises, either by summary proceedings, surrender or otherwise, and dispossess and remove therefrom Tenant or other occupants thereof and their effects. In such case, Landlord shall use reasonable efforts to re-let the Premises or any part thereof at the highest rental rate reasonably attainable as the agent of Tenant, with Tenant remaining liable to pay Landlord rent and other charges reserved herein for the balance of the term, less the actual rental received for the Premises for the same period; or Landlord at its option may terminate this Agreement, thereby releasing Tenant from any further liabilities hereunder. Should the actual rental received for the Premises be less than the rent provided herein, Tenant shall pay such deficiency on a monthly basis. The

remedy provided herein for the breach of any obligation shall be exclusive, with the exception that Landlord may bring an action for any rent that has accrued and is otherwise delinquent. Neither consequential nor punitive damages are recoverable.

19. Dispute Resolution.

(a) General. It is the intent of the Parties that disputes arising from or related to this Agreement shall be resolved as quickly as possible. Accordingly, each Party shall designate a representative in writing (which representative may be changed from time to time in accordance with the notice provision set forth in Section 20 of this Agreement) to whom disputes shall be referred. The Parties shall attempt in good faith to resolve any such dispute by negotiations between such representatives. When resolution is not possible, the Parties may seek to resolve such disputes in the manner set forth elsewhere in this Section 19.

(b) Escalated Dispute Resolution Procedure. The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between a decision-making representative designated by Landlord and an executive of similar authority of Tenant. Either Party may give the other Party written notice of any such dispute. Within ten (10) days after delivery of the notice, the designated representatives shall meet at a mutually acceptable time in the City of Dover, and thereafter as often as they reasonably deem necessary to exchange information and attempt to resolve the dispute.

(c) Confidentiality of Dispute Resolution Negotiations. All negotiations conducted pursuant to this Section shall be confidential and treated as compromise and settlement negotiations. Each Party is required to continue to perform its obligations under this Agreement pending resolution of any dispute arising out of or relating to this Agreement.

(d) Injunction. Notwithstanding the foregoing provisions, a Party may seek a preliminary injunction or other provisional judicial remedy if in its judgment such action is necessary to avoid irreparable damage.

(e) Jurisdiction. All disputes shall be litigated in a Delaware State Court, or if jurisdiction cannot be obtained in a Delaware State Court, then in a Federal Court of competent jurisdiction, and the Parties hereby agree to the jurisdiction of such courts.

20. Notices.

(a) All notices to be given under this Agreement shall be in writing and either: (i) sent by a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) Business Day after deposit with this courier, or (ii) sent by telecopy or similar means, if a copy of the notice is also sent by United States mail or overnight courier, in which case notice shall be deemed delivered on

transmittal by telecopier or other similar means, provided that a transmission report is generated reflecting the accurate transmission of the notices, as follows:

Landlord:	City of Dover 15 E. Loockerman St. Dover, DE 19903 Attention: City Manager Telephone: (302) 736-7005 Facsimile: (302) 270-6246 Email: skoenig@dover.de.us
Tenant:	Calpine Corporation 717 Texas Avenue Suite 1000 Houston, TX 77002 Attn: Legal Department Telephone: 713 830 8667 Facsimile: 713 830 8705 Calpine Corporation VP of Strategic Origination 500 Delaware Avenue Suite 600 Wilmington, DE 19801 Telephone 302 468 5325 Facsimile: 302 468 5401 Email: champe.fisher@calpine.com

(b) These addresses may be changed by written notice to the other Party provided that no notice of a change of address shall be effective until actual receipt by the Parties of the notice.

(c) In the event that Tenant receives notice that it is allegedly in default of any agreement entered into by Tenant with a party other than Landlord directly relating to the Project, Tenant shall notify Landlord of said default within 30 days of Tenant's receipt of said notice.

21. Assignment.

(a) Tenant shall have the right, without Landlord's consent, to assign this Agreement if the assignment is an Excluded Transaction (as defined below). As used in this Agreement, the term "Excluded Transaction" shall mean any of the following: (i) any assignment of this Agreement to any corporation or entity which is directly or indirectly (1) the parent of Tenant, (2) a subsidiary of Tenant, or (3) an affiliate

of Tenant; (ii) any assignment of this Agreement or sublease of all or any part of the Premises to any entity succeeding to substantially all the business and assets of Tenant, whether by merger, consolidation, purchase of assets or otherwise; or (iii) any collateral assignment of this Agreement to a Leasehold Mortgagee. In connection with Tenant's collateral assignment of this Agreement to a Leasehold Mortgagee (as defined in Section 22 below), Landlord shall execute a consent to the collateral assignment in a form and substance reasonably satisfactory to Landlord, Tenant and such Leasehold Mortgagee. Tenant shall be released from its obligations under this Agreement following an Excluded Transaction. No change of stock ownership, partnership interest or control of Tenant or transfer upon partnership or corporate dissolution of Tenant shall constitute an assignment hereunder.

(b) Except as set forth above, Tenant may not assign its rights, title or interest under this Agreement without Landlord's consent, which may not be unreasonably withheld, conditioned or delayed. Landlord shall consent to the assignment if (i) Tenant's assignee has fully assumed all of the obligations of Tenant under this Agreement, (ii) Tenant's assignee has the same, or greater, creditworthiness as Tenant as of the execution of this Agreement, and (iii) Tenant's assignee has the same, or greater, level of experience as Tenant in developing and operating a power plant project. In the event that Landlord does not respond to Tenant's request for consent to its assignment of this Agreement within thirty (30) days after Tenant's delivery of said request to Landlord, Landlord shall be deemed to have consented to the assignment.

(c) In no event shall Landlord sell or assign Landlord's interest in the Premises, unless Tenant has consented to said assignment or sale in writing, which consent shall not be unreasonably withheld or delayed, provided that the transferee has fully assumed all of the obligations of Landlord (including the liability for any existing or uncured defaults) under this Agreement.

22. Leasehold Mortgage Provisions.

(a) Encumbrance by Leasehold Mortgagee. Tenant shall have the right at any time during the Term, without obtaining Landlord's consent, to encumber the leasehold estate created by this Agreement and the Project with a mortgage, deed of trust or other security instrument (each, a "**Leasehold Mortgage**") to secure repayment of any loan or financing to Tenant by any lender (a "**Leasehold Mortgagee**") and to record such Leasehold Mortgage in the public records.

(b) Leasehold Mortgagee Protection Provisions.

(i) Landlord shall deliver to the Leasehold Mortgagee a copy of any written notice relating to Tenant's breach, violation or failure to perform its obligations under this Agreement, concurrently with the delivery to Tenant of such notice. For such purpose, Tenant shall notify Landlord of the name and address for each Leasehold Mortgagee in writing. Landlord

shall only have the obligation to deliver notices to a Leasehold Mortgagee for whom it has received written notification from Tenant pursuant to the terms of this Agreement. There shall be no cancellation, surrender or modification of this Agreement by joint action of Landlord and Tenant without the prior written consent of each Leasehold Mortgagee.

(ii) Upon the receipt of any written notice relating to Tenant's breach, violation or failure to perform its obligations under this Agreement, the Leasehold Mortgagee shall have the right, but not the obligation, to cure such breach, violation or failure within sixty (60) days after the expiration of Tenant's grace period set forth in Section 18(a), if any, given Tenant for such cure under this Agreement. If prior to the expiration of the applicable grace period, the Leasehold Mortgagee shall cure all monetary breaches and give Landlord written notice that Leasehold Mortgagee intends to (A) undertake the cure of any non-monetary breaches, violations or failures, or (B) exercise its rights to acquire the interest of Tenant in this Agreement by foreclosure or otherwise, and shall immediately commence and then proceed with all due diligence to completion, then Landlord shall not terminate or take any action to effect a termination of this Agreement or reenter or take possession of the Premises so long as the Leasehold Mortgagee is diligently effecting such cure or foreclosure (or deed in lieu of foreclosure).

(iii) Landlord shall accept such performance by the Leasehold Mortgagee as though the same had been performed by Tenant, and for such purpose Landlord hereby authorizes the Leasehold Mortgagee to enter upon the Premises and to exercise any of Tenant's rights and duties under this Agreement, so long as the Leasehold Mortgagee complies in all material respects with the terms and conditions of this Agreement as the same relate to the Tenant hereunder.

(iv) If this Agreement terminates for any reason prior to the Expiration Date other than for an uncured Tenant Default, or in the event of the rejection of this Agreement by Tenant or a trustee in bankruptcy under the provisions of the Bankruptcy Code, 11 United States Code Section 365, then within sixty (60) days following such termination or such rejection of this Agreement, the Leasehold Mortgagee or any purchaser at a foreclosure sale or any purchaser, grantee, or assignee of a deed in lieu of foreclosure shall have the right, but not the obligation, to receive from Landlord a duly executed and valid and enforceable agreement granting the Leasehold Mortgagee or such purchaser, grantee or assignee the right to use the Premises for the balance of the then-unexpired Term (immediately prior to the termination or rejection) containing provisions identical to the provisions of this Agreement, except such provisions designating the parties thereto, and accompanied by a duly executed memorandum of such new agreement in suitable form for recording. In connection with such new agreement, the ownership of the Project located

on the Premises, if any, shall be deemed to have been transferred to the Leasehold Mortgagee, and in the event of a subsequent assignment by the Leasehold Mortgagee, then to such assignee and its successors and assigns, in each case subject to the provisions of this Agreement relating to title of the Project upon the expiration of the Term or termination of this Agreement. Any new agreement entered into between Landlord and the Leasehold Mortgagee shall have the same relative priority as this Agreement. Leasehold Mortgagee shall have no obligations or liability under any of the terms of this Agreement unless and until Leasehold Mortgagee shall become the owner of the leasehold estate by way of foreclosure, by a deed in lieu of foreclosure or otherwise.

(v) Tenant's interest in this Agreement may be assigned pursuant to judicial or non-judicial foreclosure or a conveyance in lieu of foreclosure (a "**Foreclosure Transfer**"). Any transferee under a Foreclosure Transfer, and any Leasehold Mortgagee that acquires Tenant's interest under this Agreement, may assign this Agreement and shall thereupon be released from all liability as Tenant under this Agreement from and after the date of such assignment.

(vi) The cancellation or surrender of this Agreement by Tenant, or any amendment that shall materially impair Leasehold Mortgagee's security interest in the leasehold estate, shall not be effective as against a Leasehold Mortgagee without the written consent of the Leasehold Mortgagee (which consent may be given or withheld in its reasonable discretion).

(vii) Landlord shall negotiate in good faith with any proposed Leasehold Mortgagee regarding a commercially reasonable amendment to this Agreement or other documents necessary to implement the Leasehold Mortgagee protection provisions contained in this Agreement and allow such Leasehold Mortgagee reasonable means to protect or preserve the lien of the Leasehold Mortgage upon the occurrence of a Tenant Default.

23. Estoppel Certificates.

(a) Estoppel Certificate by Landlord. Within thirty (30) days after written request therefor from a Leasehold Mortgagee or from Tenant, Landlord shall deliver to the Leasehold Mortgagee (and any other party identified by the Leasehold Mortgagee or by Tenant) an estoppel certificate signed by Landlord in form reasonably designated by the Leasehold Mortgagee certifying: (i) that this Agreement is unmodified and in full force and effect, (ii) the Base Rent payable under this Agreement, (iii) the nature of any Tenant Default alleged by Landlord, (iv) that no Landlord Default has occurred and is continuing, and (v) such other matters as are reasonable and customary in a landlord estoppel certificate.

(b) Estoppel Certificate by Tenant. Within thirty (30) days after written request therefore from Landlord, Tenant shall deliver to Landlord (and any other party identified by Landlord) an estoppel certificate signed by Tenant in form reasonably designated by Landlord certifying: (i) that this Agreement is unmodified and in full force and effect, (ii) the Base Rent payable under this Agreement, (iii) the nature of any Landlord Default alleged by Tenant, (iv) that no Tenant Default has occurred and is continuing, and (v) such other matters as are reasonable and customary in a tenant estoppel certificate.

24. Landlord's Representations and Warranties.

(a) Landlord hereby represents and warrants to Tenant, as of the Effective Date:

(i) Landlord has the requisite right, power and authority to execute, deliver and perform the terms and conditions of this Agreement. Landlord has taken all action necessary to authorize the execution, delivery and performance of the terms and conditions of this Agreement, including, but not limited to, obtaining any city council or board approval and any other necessary government approvals. The individual executing this Agreement has been duly authorized to do so. The performance by Landlord of Landlord's obligations and responsibilities under this Agreement will not violate or constitute a default under the terms and provisions of any material agreement, document or instrument to which Landlord is a party or by which Landlord or the Premises is bound or affected. All proceedings required to be taken by or on behalf of Landlord to authorize Landlord to execute, deliver and perform the terms and conditions of this Agreement have been duly and properly taken. No further consent of any person or entity is required in connection with the execution and delivery of, or performance by Landlord of its obligations under this Agreement.

(ii) This Agreement constitutes or shall constitute the valid and binding obligation of Landlord, enforceable against Landlord in accordance with its terms.

(iii) Landlord owns the Premises in fee and has marketable and good title of public record and in fact.

(iv) Landlord has not received written notice from any party of any actions, suits, claims, legal proceedings or any other proceedings affecting the Premises, or any portion thereof, at law or in equity, before any court or governmental agency, domestic or foreign.

(v) Landlord has not received written notice from any governmental agency pertaining to the violation of any law or regulation affecting the Premises.

(vi) Landlord has not received written notice of any pending or threatened governmental proceedings in eminent domain, for rezoning or otherwise, which would affect the Premises or any portion thereof.

(vii) No prior agreements have been entered into or options or rights granted by Landlord to any third parties to purchase or lease any interest in the Premises, or any part thereof.

(viii) Landlord has not received written notice of any default with respect to any of its obligations or liabilities pertaining to the Premises.

(b) The representations and warranties set forth in this Section 24 shall survive the expiration or earlier termination of the Term for a period of twelve (12) months.

25. Tenant's Representations and Warranties.

(a) Tenant hereby represents and warrants to Landlord, as of the Effective Date:

(i) Tenant is a limited liability company, duly organized and existing in the State of Delaware, and has the requisite right, power and authority to execute, deliver and perform the terms and conditions of this Agreement and to consummate the transactions contemplated in this Agreement.

(ii) Tenant has taken all action necessary to authorize the execution, delivery and performance of the terms and conditions of this Agreement. The individual executing this Agreement has been duly authorized to do so.

(iii) The performance by Tenant of Tenant's obligations and responsibilities under this Agreement will not violate or constitute a default under the terms and provisions of Tenant's bylaws or any material agreement, document or instrument to which Tenant is a party or by which Tenant is bound or affected.

(iv) All proceedings required to be taken by or on behalf of Tenant to authorize Tenant to execute, deliver and perform the terms and conditions of this Agreement have been duly and properly taken. No further consent of any person or entity is required in connection with the execution and delivery of, or performance by Tenant of its obligations under this Agreement.

(v) There are no suits, proceedings, judgments, rulings or orders by or before any Governmental Authority or arbitrator or any pending or threatened action or proceeding affecting Tenant or its affiliates before any Governmental Authority or arbitrator (a) that could reasonably be expected to materially and adversely affect the ability of Tenant to perform its obligations under this Agreement or Tenant's ability to operate the Project, or (b) which purports to affect the legality, validity or enforceability of this Agreement.

(vi) It is not bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming Bankrupt.

(vii) There is no pending or, to its knowledge, threatened against it or any of its affiliates any legal proceedings that could materially adversely affect its ability to perform its obligations under this Agreement;

(viii) This Agreement is the legal, valid and binding obligation of Tenant, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws relating to or affecting the enforcement of creditors' rights generally or by general equitable principles, regardless of whether such enforceability is considered in a proceeding in equity or at law.

(b) The representations and warranties set forth in this Section 25 shall survive the expiration or earlier termination of the Term for a period of twelve (12) months.

26. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Delaware, excluding any choice of law rules that may direct the application of the laws of another jurisdiction.

27. No Joint Venture. Nothing contained in this Agreement shall be interpreted as creating a joint venture, partnership, or any other relationship between the Parties, other than the relationship described in this Agreement.

28. Legal Representation. The provisions of and exhibits to this Agreement have been prepared, examined, negotiated and revised by each Party and their respective lawyers, and no implication shall be drawn and no provision shall be construed against any Party hereto by virtue of the purported identity of the drafter of this Agreement, or any portion thereof.

29. Litigation Costs. If either party files any action or brings any proceeding against the other arising from or related to this Agreement, the prevailing party shall be entitled to recover from the other party as an element of its costs of suit, and not as damages, reasonable attorneys' fees, costs and expenses incurred in the action or proceeding, including any appeal thereof. The "**prevailing party**" within the meaning of this Section 29 shall be the party determined to be the prevailing party by a court of law. In the event the action is settled and subsequently dismissed (even in exchange for sums allegedly due) prior to final judgment, each party shall pay their own attorneys' fees.

30. Waiver of Right to Jury Trial. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT OR ANY OTHER TRANSACTION, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF TENANT

OR LANDLORD. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.

31. Force Majeure. The time periods for the performance of any obligations of each of the Parties under this Agreement, other than financial obligations, shall be extended by one (1) day for every day that such Party is prevented or delayed in performing such obligations by reason of any event or circumstance to the extent beyond the control of, and not the result of the negligence of, or caused by, the Party seeking to have its performance obligation excused thereby, which by the exercise of due diligence such party could not reasonably have been expected to avoid and which by exercise of due diligence it has been unable to overcome.

32. Memorandum of Lease. Landlord shall execute and deliver a memorandum of lease in the form attached hereto as Exhibit C in order to give notice of this Agreement; provided, however, the relations between Landlord and Tenant with respect to the Premises shall be governed solely by the provisions of this Agreement and not by any such memorandum of lease. The cost of recording such memorandum of lease and any and all state, county, and municipal conveyance and/or transfer or documentary taxes and fees due in connection with this Agreement shall be paid by Tenant.

33. Condemnation.

(a) Landlord hereby waives it right to terminate this Agreement or any portion thereof by condemnation, eminent domain or exercise of a similar power.

(b) If any portion of the Premises is taken pursuant to condemnation, eminent domain or exercise of a similar power, or transfer under threat of such compulsory transfer or taking by Governmental Authority having jurisdiction (other than Landlord, who has waived said rights pursuant to Section 33(a)above), then this Agreement shall terminate as to such portion. Upon a taking of any portion of the Premises, Base Rent shall be reduced by an amount equal to the product of (a) the Base Rent otherwise payable under this Agreement, multiplied by (b) a fraction, the numerator of which is the square footage of the Premises taken and the denominator of which is the square footage of Premises immediately prior to such taking. If the remaining portion of the Premises is insufficient for Tenant's use as determined by Tenant in Tenant's sole and absolute discretion, then Tenant shall have the right to terminate this Agreement upon providing thirty (30) days' written notice thereof to Landlord. In the event of a complete taking, this Agreement shall terminate and be of no further force or effect.

(c) Both Tenant and Landlord shall have the right to participate in any condemnation proceedings. Each shall notify the other promptly of any contemplated or threatened condemnation proceeding of which it shall become aware and shall keep the other informed of developments with respect thereto.

34. No Prior or Other Agreements. The Related Agreements contain all agreements between the parties with respect to any matter mentioned therein, and no other prior or

contemporaneous agreement or understanding shall be effective.

35. Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Agreement.

36. Brokers. Tenant and Landlord each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder in connection with the negotiation of this Agreement or the consummation of the transactions contemplated hereby, and that no broker or other person, firm or entity is entitled to any commission or finder's fee in connection with said transactions.

37. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof. In the event any such provision of this Agreement is so held invalid, the Parties shall promptly renegotiate in good faith new provisions to restore this Agreement as near as possible to its original intent and effect.

38. Amendment. This Agreement may not be amended, modified or supplemented except by a writing signed by all Parties.

39. Covenants and Conditions. All provisions of this Agreement to be observed or performed by the Parties are both covenants and conditions.

40. Further Assurances. Landlord and Tenant shall promptly sign all further commercially reasonable documents necessary to accomplish the intent of this Agreement.

41. Sovereign Immunity. By executing this Agreement, Landlord waives any right it may have to assert any defense of sovereign immunity from suit in any proceeding against it in any court or other tribunal of the United States that is based upon a claim arising out of this Agreement.

42. Confidentiality.

(a) Confidentiality Obligations. Except as otherwise expressly agreed in writing by the other Party, and except as otherwise agreed in Section 42(b), each receiving Party shall (i) keep strictly confidential and take reasonable precautions to protect against the disclosure of all Confidential Information, and (ii) use all Confidential Information solely for the purposes of performing its obligations under this Agreement and not for any other purpose; provided that a Party may disclose the Confidential Information to those of its Disclosure Representatives who need to know such information for the purposes of performing the receiving Party's obligations under this Agreement if, but only if, prior to being told of such matters or being given access to Confidential Information, such Disclosure Representatives are informed of the confidentiality thereof and the requirements of this Agreement and are directed to comply with the requirements of this Agreement. Each Party will be responsible for any breach of this Agreement by its Disclosure Representatives.

(b) Disclosures to or by Governmental Authorities. Each Party and its Disclosure Representatives may disclose the terms, conditions or other facts with respect to this Agreement and all Confidential Information furnished or made available by either Party pursuant to this Agreement:

(i) To duly authorized Governmental Authorities; and

(ii) To the extent necessary to comply with any Applicable Law, including the Delaware Freedom of Information Act, Title 29, Chapter 100, of the Delaware Code;

Provided, however, that the disclosing Party shall, prior to any such disclosure by it or its Disclosure Representatives, use reasonable efforts to notify the other Party that a disclosure has been requested to allow said other Party to seek confidential treatment, at its own cost or said other Party's cost, by the Governmental Authority of the Confidential Information or other information disclosed to any of them by the disclosing Party or its Disclosure Representatives under this Section 42.

(c) Ownership and Return of Information. All Confidential Information shall be and remain the property of the Party providing it. Nothing in this Agreement shall be construed as granting any rights in or to Confidential Information to the Party or Disclosure Representatives receiving it, except the right of use in accordance with the terms of this Agreement. Upon the written request of a Party, all Confidential Information, including all written or recorded copies thereof, shall be promptly returned to the requesting Party or destroyed, and if destroyed, such destruction shall be certified in writing to the requesting Party by a responsible officer of the other Party.

(d) Enforcement. The Parties agree that irreparable damage would occur if the confidentiality obligations under this Agreement were not performed in accordance with its terms or were otherwise breached. Accordingly, a Party will be entitled to seek an injunction or injunctions to prevent breaches of this Section 42 and to enforce specifically its provisions in any court of competent jurisdiction, in addition to any other remedy to which the Party may be entitled by law or equity.

(e) Publicity. Intentionally Deleted.

[Signatures on Following Page]

The Parties have read this Agreement, understand it and agree to be bound by its terms as of the dates set forth below.

LESSOR:

The City of Dover, a Delaware municipality

By: _____

Name: _____

Title: _____

Date: _____

LESSEE:

Garrison Energy Center LLC, a Delaware
limited liability company
By: _____

Name: _____

Title: _____

Date:_____

EXHIBIT A

DESCRIPTION & DEPICTION OF THE PROPERTY (Lots 1-15)
Garrison Oak Technical Park

EXHIBIT B

DESCRIPTION & DEPICTION OF THE PREMISES
Lot 7 (86.4211 acres) & Leased Portion of Lot 7 (36.7971 acres)

EXHIBIT C

MEMORANDUM OF LEASE

RECORDING PREPARED BY AND
WHEN RECORDED, RETURN TO:

Calpine Corporation
717 Texas Avenue, Suite 1000
Houston, TX, 77002
Attn: Jackie Thomas

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

TAX PARCEL NUMBER: LC-05-068.00-01-03.00-00001 (Portion of)

MEMORANDUM OF GROUND LEASE

THIS MEMORANDUM OF GROUND LEASE (this "**Memorandum**") is made and entered into as of the _____ day of _____, 2012, by and between _The City of Dover, a Delaware municipality, ("**Landlord**"), and Garrison Energy Center, LLC, a Delaware limited liability company, ("**Tenant**").

FACTUAL CONTEXT

A. Landlord is the owner of certain real property in the City of Dover, County of Kent, State of Delaware (the "**Property**"), which real property is more particularly shown and described in Exhibit A hereto as Lots 1 to 15 in the Garrison Oak Technical Park.

B. Landlord and Tenant are parties to that certain Ground Lease Agreement dated _____ 2012__ (the "**Lease**"), whereby Tenant leases a portion of Lot 7 on the Property (the "**Premises**"), as shown in Exhibit A hereto. All words and phrases used herein, and which are not defined herein, shall have the meaning given thereto in the Lease. As provided in the Lease, Landlord and Tenant desire to evidence the Lease in the Official Records of Kent County, Delaware (the "**Records**").

NOW, THEREFORE, in consideration of the foregoing and TEN DOLLARS ($10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord does hereby demise, lease and let unto Tenant the Premises, as follows:

1. The Term of the Lease shall be for a thirty (30) year period, subject to four (4) renewal terms of five (5) years each and Tenant's early termination option. The initial Term commenced on _____ ___, 2012 and shall expire on _____ ___, 2042.

2. This Memorandum is subject to all conditions, terms and provisions of the Lease (all of which are hereby ratified and affirmed), which agreement is hereby adopted and made a

part hereof by reference to the same in the same manner as if all the provisions thereof were copied herein in full.

3. In the event of a conflict between the terms of the Lease and this Memorandum, the Lease shall prevail. Reference should be made to the Lease for a more detailed description of all matters contained in this Memorandum.

4. The Lease provides that it binds and benefits Landlord and Tenant and their respective successors and assigns.

5. This Memorandum shall be recorded in the Records of Kent County, Delaware.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum effective as of the date first written above.

LANDLORD:	TENANT:
City of Dover , a Delaware municipality	Garrison Energy Center, LLC, a Delaware limited liability company
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

DESCRIPTION & DEPICTION OF THE PROPERTY & PREMISES

Garrison Oak Technical Park

EXHIBIT "A"

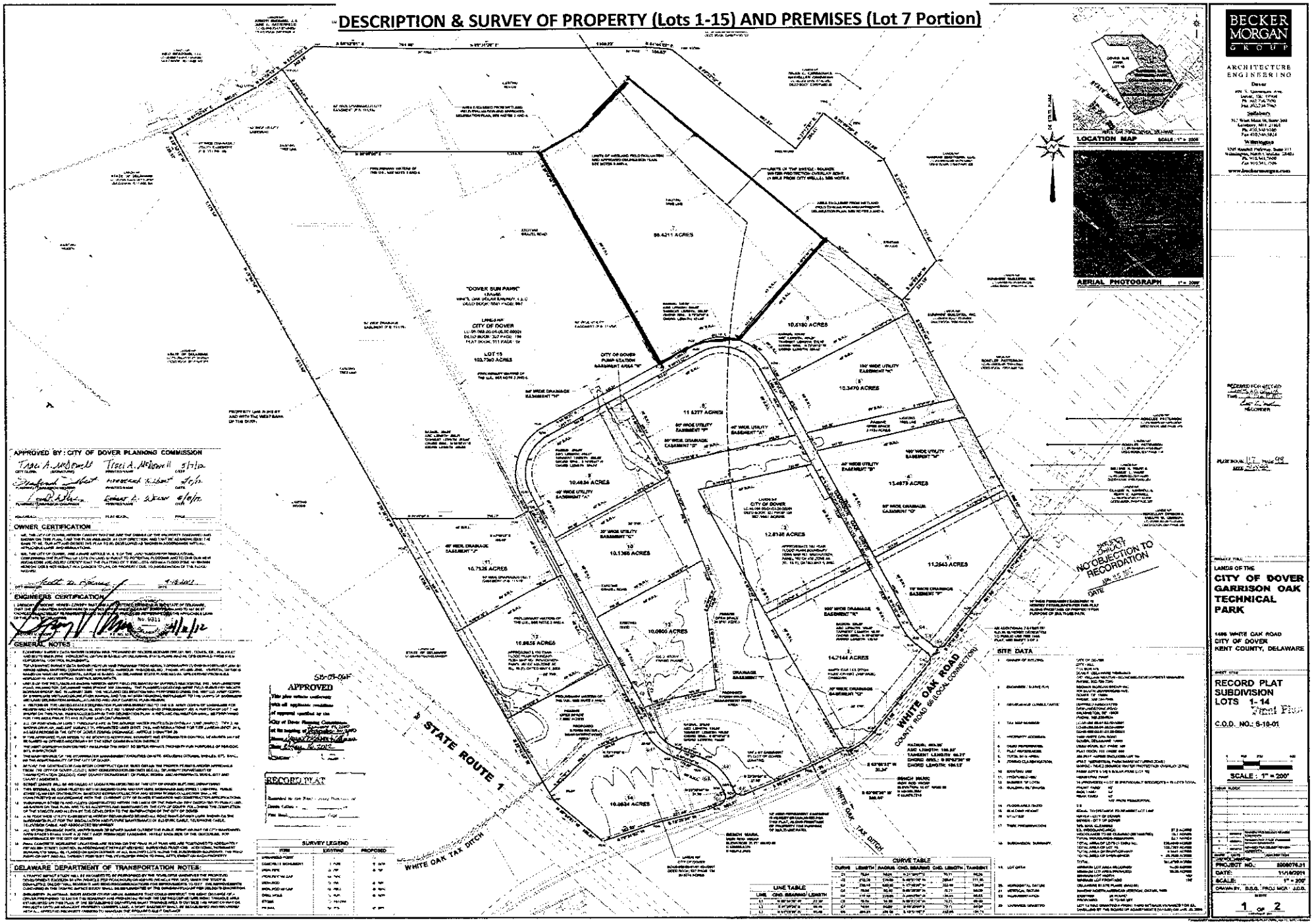
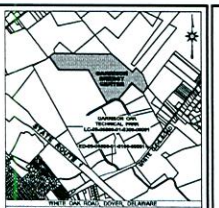
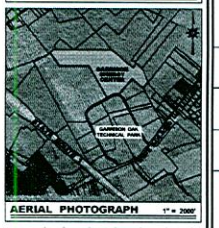

DESCRIPTION & SURVEY OF PROPERTY (Lots 1-15) AND PREMISES (Lot 7 Portion)
LOCATION MAP
AERIAL PHOTOGRAPH
BECKER MORGAN GROUP
ARCHITECTURE ENGINEERING
LANDS OF THE
CITY OF DOVER
GARRISON OAK TECHNICAL PARK
1496 WHITE OAK ROAD
CITY OF DOVER
KENT COUNTY, DELAWARE
RECORD PLAT
SUBDIVISION
LOTS 1-14
C.O.D. NO.: S-10-01
SCALE : 1" = 200'
APPROVED BY : CITY OF DOVER PLANNING COMMISSION
OWNER CERTIFICATION
ENGINEERS CERTIFICATION
GENERAL NOTES :
DELAWARE DEPARTMENT OF TRANSPORTATION NOTES:
SURVEY LEGEND
LINE TABLE
CURVE TABLE
SITE DATA
APPROVED
RECORD PLAT
NO OBJECTION TO RECORDATION
STATE ROUTE 1
WHITE OAK ROAD
COUNTY ROAD 66 (LOCAL CONNECTION)
WHITE OAK TAX DITCH
"DOVER SUN PARK"
CITY OF DOVER
LOT 15
103.7360 ACRES
99.4211 ACRES
10.5180 ACRES
10.3470 ACRES
11.6377 ACRES
10.4824 ACRES
13.4879 ACRES
12.8138 ACRES
11.2543 ACRES
10.1366 ACRES
10.7126 ACRES
10.0600 ACRES
10.8828 ACRES
14.7144 ACRES
10.2634 ACRES
PROJECT NO.: 2005078.01
DATE: 11/14/2011
SCALE: 1" = 200'
DRAWN BY: B.S.G. / PROJ. MGR.: J.D.D.
1 OF 2

EXHIBIT B

DESCRIPTION & DEPICTION OF THE PREMISES

Lot 7 (86.4211 acres) & Leased Portion of Lot 7 (36.7971 acres)





LINE TABLE		
LINE	CHD. BEARING	LENGTH
L1	S 81°23'30" E	90.46

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHD. BEARING	CHD. LENGTH	TANGENT
C1	116.30	216.00	S 36°45'34" W	109.34	59.20

METES & BOUNDS DESCRIPTION

Leased Area – "Lot 7"

All that certain lot, piece or parcel of land situated in the City of Dover, Kent County, Delaware lying on the north side of White Oak Road but not adjacent to and the west side of State Route 1 but not adjacent to, being bounded on the west by lands now or formerly of the City of Dover, on the north by lands now or formerly of Joseph J. McDaniel and Jane E. Satterfield and Lands now or formerly of Harrison D. Brown, Jr., on the east by lands now or formerly of Harrison Brothers, LLC and lands now or formerly of Sunshine Builders, Inc., and on the south by lands now or formerly of the City of Dover (Lot 6) and the northerly right-of-way of Park Reservoir, containing all the lands shown as "Lot 7" on that certain survey entitled "Lands of the City of Dover – ALTA / ACSM Land Title Survey" as prepared by Becker Morgan Group, Inc. dated December 9, 2011, and being described as follows to wit:

Beginning at a point in line with the northerly right of way of Park Reservoir at a corner for this lot and Lot 6, thence running with right of way of Park Reservoir 1) curving to the left on an arc of a circle having a radius of 200.00 feet with an arc length of 262.10 feet, chord bearing and distance of said arc being South 83°38'55" West 244.26 feet to a point of tangency; thence 2) South 42°04'52" West 281.41 feet to a point at a corner for this lot and Lot 10; thence running and bounding with Lot 10 the following three courses and distances 3) North 29°05'08" West 1,840.00 feet to a point thence 4) South 60°05'00" West 1,000.00 feet to a point, thence 5) North 29°05'08" West 1,320.13 feet to a point at a corner for this parcel and lands of Joseph J. McDaniel et ux, thence running with the same, in part, generally continuing with north lands of Allott II) North 52°52'35" East 242.98 feet to a found iron pipe at a corner, thence 6) North 52°52'35" East 1,000.00 feet to a found iron pipe on the west bank of Isaac Branch, thence 7) North 52°52'35" East 1,000.00 feet to a found iron pipe at a corner of lands of Joseph J. McDaniel et ux, thence running and bounding with north lands of Allott the following two courses and distances 8) North 29°05'08" West 1,320.13 feet to a found iron pipe on north lands of Allott I thence 9) North 29°13'36" West 1,340.23 feet to a found iron pipe at a corner for this parcel and lands of Harrison Brothers, LLC thence running with lands of Harrison Brother, LLC generally following the north bank of Allott II) South 84°46'52" East 194.69 feet to a found stone on north bank of Allott II thence continuing with lands of Harrison Brothers, LLC but bending said north bank of Allott the following two courses and distances 10) South 80°52'10" East 992.21 feet to a found stone; thence 11) North 37°27'07" East 284.43 feet to a found iron pipe on west bank of a ditch; thence running and continuing with lands of Harrison Brothers, LLC generally following west bank of ditch 12) South 51°04'29" East 411.26 feet to set iron rod with cap on the west bank of ditch; thence continuing with lands of Harrison Brothers, LLC 13) South 27°04'19" East 717.84 feet crossing over said ditch to a found iron pipe with cap on the south bank of ditch at a corner for this parcel and lands of Sunshine Builders, Inc.; thence running and bounding with lands of Sunshine Builders, Inc. the following two courses and distances 14) South 60°05'00" West 331.30 feet to a found iron pipe on south bank of ditch at a corner for this lot and Lot 6; thence 15) South 29°05'08" East 1,320.13 feet to the point and place of beginning; thence 16) North 60°54'52" West 60.24 feet to a point thence 17) North 42°04'52" West 882.66 feet to the point and place of beginning and containing 86.421 acres of land, be the same or less.

Being the same lands and premises conveyed unto Ronald E. Gardiner and Clara H. Gardiner, his wife, by deed of Anthony B. Carroll, et ux., dated October 19, 1956 and of record in the Office of the Recorder of Deeds in and for Kent County, at Dover, Delaware, in Deed Book A15, page 40.

SURVEY CERTIFICATION

To CALIBRE CORPORATION, LLC and SITE SMART TITLE GUARANTY COMPANY, its successors and assigns:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4(a)(b), 7(a)(b), 13, 16, 20(a)(b), 22 and 23 of Table A thereof. The field work was completed on November 30, 2011.

JEFFREY C. DODD P.L.S. NO. 782 DATE

TITLE COMMITMENT NO. 8876 SCHEDULE B PART II - SURVEY EXCEPTIONS

1. 24 FOOT WIDE STRIP OF LAND CONVEYED FROM ROLAND E. AND CLARA J. GARRISON TO THE STATE OF DELAWARE FOR THE PURPOSE OF CREATING WHITE OAK ROAD RIGHT OF WAY, DATED JULY 5, 1949, AND FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS, IN AND FOR KENT COUNTY AT DOVER, DELAWARE, IN DEED BOOK VOLUME W16 PAGE 36. (NOT LOCATED ON LOT 7 – SHOWN ON SURVEY)
2. PERMANENT EASEMENT AGREEMENT FROM ROLAND E. AND CLARA J. GARRISON TO THE CITY OF DOVER FOR THE PURPOSE OF UTILITY MAINTENANCE, DATED MARCH 8, 1988 AND FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS, IN AND FOR KENT COUNTY AT DOVER, DELAWARE, IN DEED BOOK VOLUME 1644 PAGE 41. (NOT LOCATED ON LOT 7 – SHOWN ON SURVEY)
3. ORDERS REGARDING A RIGHT OF WAY ASSESSMENT OF THE WHITE OAK TAX DITCH AS CONTAINED IN DEED BOOK 2004, PAGE 171 DATED JANUARY 29, 2007 AND DEED BOOK 4060 PAGE 104 DATED MARCH 26, 2009 AND FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS, IN AND FOR KENT COUNTY AT DOVER, DELAWARE. (NOT LOCATED ON SUBJECT PROPERTY – SHOWN ON SURVEY)
4. MEMORANDUM OF OPTION AGREEMENT BETWEEN THE CITY OF DOVER AND GARRISON ENERGY CENTER, L.L.C. DATED APRIL 16, 2010 AND FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS, IN AND FOR KENT COUNTY AT DOVER, DELAWARE, IN DEED BOOK 3285 PAGE 26. (NOT SHOWN ON SURVEY)
5. MEMORANDUM OF LEASE AGREEMENT BETWEEN THE CITY OF DOVER AND WHITE OAK SOLAR ENERGY, L.L.C. DATED SEPTEMBER 14, 2010 AND FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS, IN AND FOR KENT COUNTY AT DOVER, DELAWARE, IN DEED BOOK 3681 PAGE 47. (NOT LOCATED ON SUBJECT PROPERTY – SHOWN ON SURVEY)
6. RECORD PLAT CREATING LOT 15 OF THE GARRISON OAK TECHNICAL PARK, DATED SEPTEMBER 21, 2010 AND FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS, IN AND FOR KENT COUNTY AT DOVER, DELAWARE, IN DEED BOOK 3681 PAGE 61 (NOT LOCATED ON SUBJECT PROPERTY – SHOWN AS ALL OF LOT 15)

SURVEY LEGEND

ITEM	EXISTING	PROPOSED
UNMARKED POINT	○	○
CONCRETE MONUMENT	□ PCM	■ SCM
IRON PIPE	● IPF	● IPF
IRON PIPE W/ CAP	● PIPC	
IRON ROD	● PIR	● SIR
IRON ROD W/ CAP	● PIRC	● SIRC
DRILL HOLE	● PDH	● SDH
STONE	○ PSTONE	
PK NAIL	● PPK	● SPK

GENERAL NOTES :

1. BOUNDARY AND TOPOGRAPHIC SURVEY DATA SHOWN HEREON WAS PREPARED BY BECKER MORGAN GROUP, INC., DOVER, DE., IN NOVEMBER 2011. VERTICAL DATUM IS BASED ON NAVD 88. DERIVED FROM RTK/GL VERTICAL MONUMENTS. HORIZONTAL DATUM IS BASED ON DELAWARE STATE PLANE NAD 83, GPS DERIVED FROM RTK/GL HORIZONTAL CONTROL MONUMENTS.
2. LIMITS OF THE WETLANDS AS SHOWN HEREON WERE FIELD DELINEATED BY DUFFIELD ASSOCIATES, INC. 5400 LIMESTONE ROAD, WILMINGTON, DELAWARE 19808 (PHONE 302-239-6434). THE FLAGGED LOCATIONS WERE FIELD SURVEYED BY BECKER MORGAN GROUP, INC. IN AUGUST 2006. THE "WETLAND DELINEATION WAS PERFORMED USING THE 1987 U.S. ARMY CORPS OF ENGINEERS WETLAND DELINEATION MANUAL AND THE ATLANTIC AND GULF COASTAL PLAIN REGION.
3. A WATERS OF THE UNITED STATES DELINEATION PLAN WAS SUBMITTED TO THE U.S. ARMY CORPS OF ENGINEERS FOR REVIEW AND APPROVED ON MARCH 16, 2010 (FILE NO.: CENAP-OPR-2010-00142-23 (PREVIOUSLY 20)).

SITE DATA: GARRISON OAK TECHNICAL PARK - LOT 7

1.	OWNER OF RECORD:	CITY OF DOVER CITY HALL P.O. BOX 475 DOVER, DELAWARE 19903-0475 C/O: ANTHONY DEPRIMA - CITY MANAGER PHONE: 302-736-7000
2.	LESSEE:	GARRISON ENERGY CENTER, LLC NORTHERN REGION BUSINESS OFFICE 500 DELAWARE AVENUE SUITE 600 WILMINGTON, DELAWARE C/O: CHARPIE FISHER PHONE: 302-456-5225
3.	ENGINEER / SURVEYOR:	BECKER MORGAN GROUP, INC. 309 SOUTH GOVERNORS AVE. DOVER, DE. 19904 PHONE: 302-734-7950
4.	GEOSCIENCES CONSULTANTS:	DUFFIELD ASSOCIATES 5400 LIMESTONE ROAD WILMINGTON, DE 19808 PHONE: 800-239-6434
5.	TAX PARCEL NUMBER(S):	LC-05-048L00-01-5L00-00001 (PORTION OF)
6.	PROPERTY ADDRESS:	1499 WHITE OAK ROAD DOVER, DELAWARE 19901
7.	DEED REFERENCES:	DEED BOOK: 327 PAGE: 139
8.	PLAT REFERENCE:	PLATBOOK 111 PAGE 19
9.	TOTAL SITE AREA:	341.5817 ACRES (INCLUDES LOT 15)
10.	EXISTING USE:	VACANT LAND
11.	PROPOSED USE:	INDUSTRIAL PARK
12.	ZONING CLASSIFICATION:	PHLI (INDUSTRIAL PARK MANUFACTURING ZONE) SPROZ – TIER 2 (SOURCE WATER PROTECTION OVERLAY ZONE)
13.	BUILDING SETBACKS:	FRONT YARD: 50' SIDE YARD: 10' REAR YARD: 10' 100' FROM RESIDENTIAL
14.	LOT COVERAGE:	SPRZ ZONING - PERMITTED 85% OF EACH LOT
15.	BUILDING HEIGHT:	PERMITTED NO LIMIT
16.	UTILITIES:	WATER – CITY OF DOVER SEWER – CITY OF DOVER
17.	TREE PRESERVATION:	NON, NWI, DELAWARE R/A, WOODLAND AREAS: 55.36 ACRES ±.
18.	HORIZONTAL DATUM:	DELAWARE STATE PLANE (NAD 83)
19.	VERTICAL DATUM:	NAVD88, NORTH AMERICAN VERTICAL DATUM, 1988
20.	MONUMENTATION:	EXISTING: 31 POINTS PROPOSED: 3 TO BE SET ON LOT 7

ITEM NO. 12 AS TAKEN FROM THE CITY OF DOVER ZONING ORDINANCE FOR ZONE IPHLI AND AS SHOWN ON THE RECORD PLAN ENTITLED "LANDS OF THE CITY OF DOVER – RECORD PLAT SUBDIVISION LOT 15 OF GARRISON OAK TECHNICAL PARK" (PB. 111 PG. 19).

BECKER MORGAN GROUP

ARCHITECTURE
ENGINEERING

Dover
309 S. Governors Ave.
Dover, DE 19904
Ph. 302.734.7950
Fax 302.734.7965

Salisbury
312 West Main St. Suite 300
Salisbury, MD 21801
Ph. 410.546.9100
Fax 410.546.5824

Wilmington
3295 Randall Parkway, Suite 211
Wilmington, North Carolina 28403
Ph. 910.341.7600
Fax 910.341.7506

www.beckermorgan.com

PROJECT TITLE

LANDS OF THE
CITY OF DOVER
PREPARED FOR
GARRISON ENERGY CENTER
"GARRISON OAK TECHNICAL PARK"
1499 WHITE OAK ROAD
CITY OF DOVER
KENT COUNTY, DELAWARE

SHEET TITLE

ALTA / ACSM LAND TITLE SURVEY
GARRISON ENERGY CENTER - LEASE AREA
LOT 7 OF GARRISON OAK TECHNICAL PARK

SCALE : 1" = 200'

ISSUE BLOCK

MARK	DATE	DESCRIPTION

PROJECT NO.: 2010017.01
DATE: 12/09/11
SCALE: 1" = 200'
DRAWN BY: DJL/BJL CHKD. BY: PHOL/MGP, JJG/JL

SHEET
1 OF 1

MEMORANDUM OF GROUND LEASE **Execution Copy**

RECORDING PREPARED BY AND
WHEN RECORDED, RETURN TO:

Calpine Corporation
717 Texas Avenue, Suite 1000
Houston, TX, 77002
Attn: Jackie Thomas

_____

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

TAX PARCEL NUMBER: LC-05-068.00-01-03.00-00001 (Portion of)

MEMORANDUM OF GROUND LEASE

THIS MEMORANDUM OF GROUND LEASE (this "**Memorandum**") is made and entered into as of the _____ day of _____, 2012, by and between The City of Dover, a Delaware municipality, ("**Landlord**"), and Garrison Energy Center, LLC, a Delaware limited liability company, ("**Tenant**").

FACTUAL CONTEXT

A. Landlord is the owner of certain real property in the City of Dover, County of Kent, State of Delaware (the "**Property**"), which real property is more particularly shown and described in Exhibit A hereto as Lots 1 to 15 in the Garrison Oak Technical Park.

B. Landlord and Tenant are parties to that certain Ground Lease Agreement dated _____ 2012 (the "**Lease**"), whereby Tenant leases a portion of Lot 7 on the Property (the "**Premises**"), as shown in Exhibit B hereto. All words and phrases used herein, and which are not defined herein, shall have the meaning given thereto in the Lease. As provided in the Lease, Landlord and Tenant desire to evidence the Lease in the Official Records of Kent County, Delaware (the "**Records**").

NOW, THEREFORE, in consideration of the foregoing and TEN DOLLARS ($10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord does hereby demise, lease and let unto Tenant the Premises, as follows:

1. The Term of the Lease shall be for a thirty (30) year period, subject to four (4) renewal terms of five (5) years each and Tenant's early termination option. The initial Term commenced on _____ ___, 2012 and shall expire on _____ ___, 2042.

2. This Memorandum is subject to all conditions, terms and provisions of the Lease (all of which are hereby ratified and affirmed), which agreement is hereby adopted and made a part hereof by reference to the same in the same manner as if all the provisions thereof were copied herein in full.

3. In the event of a conflict between the terms of the Lease and this Memorandum, the Lease shall prevail. Reference should be made to the Lease for a more detailed description of all matters contained in this Memorandum.

4. The Lease provides that it binds and benefits Landlord and Tenant and their respective successors and assigns.

5. This Memorandum shall be recorded in the Records of Kent County, Delaware.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum effective as of the date first written above.

LANDLORD:

City of Dover , a Delaware municipality

By: _____

Name: _____

Title: _____

TENANT:

Garrison Energy Center, LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

State of _____)
) ss.
County of _____)

On this _____ day of _____, 2012, before me, _____ personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____
Print Name: _____
Title: Notary Public
Expiration Date: _____ **(Seal)**

ACKNOWLEDGMENT

State of _____)
) ss.
County of _____)

On this _____ day of _____, 2012, before me, _____ personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of _____ that the foregoing paragraph is true and correct.

WHITNESS my hand and official seal.

Signature: _____
Print Name: _____
Title: Notary Public
Expiration Date: _____ **(Seal)**

Dover Police Department

Monthly Report

To

Mayor and City Council

"To Protect and Serve"

June 2012

DEPARTMENT OF POLICE

James E. Hosfelt, Jr.
Chief of Police
F.B.I.N.A.

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

July 13, 2012

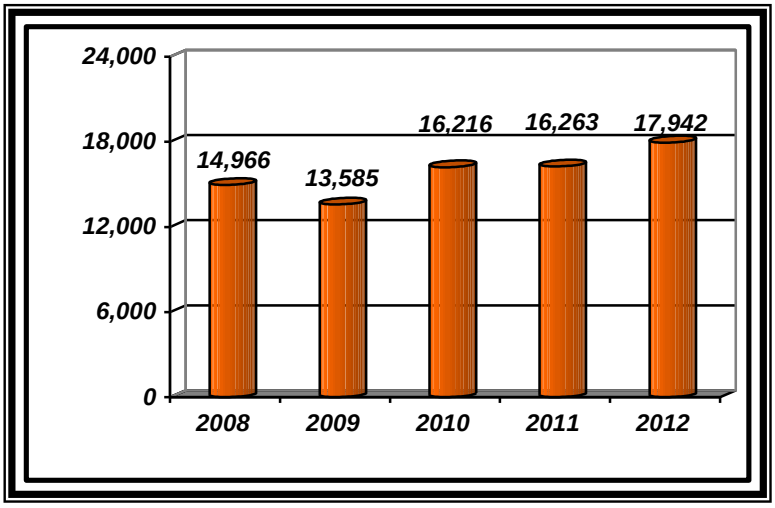
Honorable Carleton E. Carey, Sr., Mayor
Members of Dover City Council
City Hall
Dover, DE 19901

Mayor Carey and Council Members:

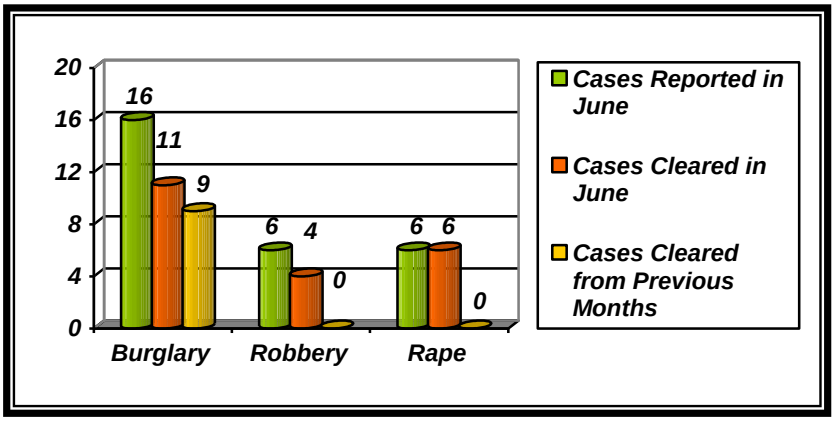
The following is the monthly report for Dover Police Department activities for the month of June 2012:

COMPLAINTS

Total complaints received through June 30th numbered 17,942. This is an increase of 1,679 complaints over the same time period for last year.



CRIMINAL INVESTIGATIONS

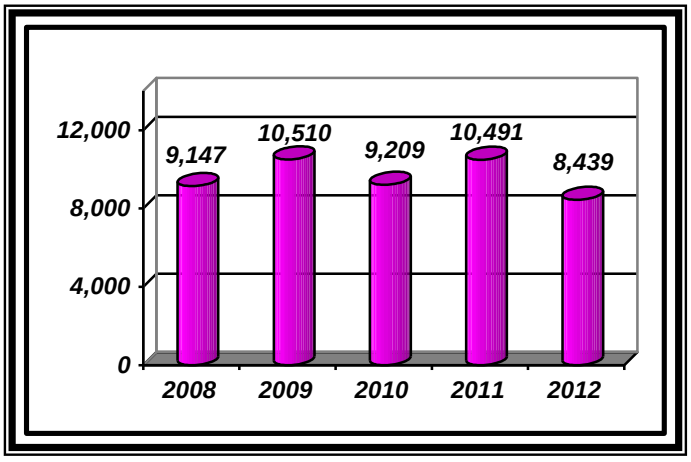


COMMUNITY POLICE SECTION

ENFORCEMENT ACTION	ARRESTS
ABANDONED VEHICLES	0
ALCOHOL VIOLATIONS/DUI'S	10
ASSIST OTHER	4
WARRANTS ON FILE	1
BIKE ON SIDEWALK	3
CITY PARK VIOLATIONS	1
CRIMINAL ARRESTS	12
DRUG RELATED ARRESTS	0
LOUD MUSIC	6
MISCELLANEOUS VIOLATIONS	2
PARKING VIOLATIONS	5
PEDDLER	0
MEETINGS	2
PROSTITUTION	0
COLLECTION OF DELINQUENT DCO'S	0
WANTED CHECKS/CPC'S	22
TRAFFIC ARRESTS	28
WARNINGS	16
FUGITIVE	10
TOTAL ARRESTS	**122**

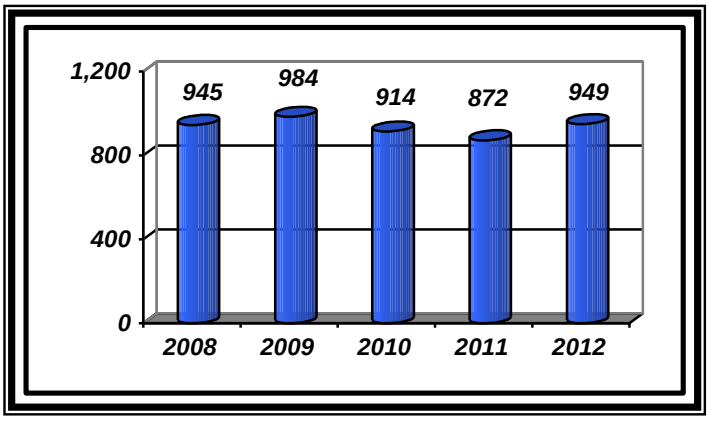
TRAFFIC ARRESTS

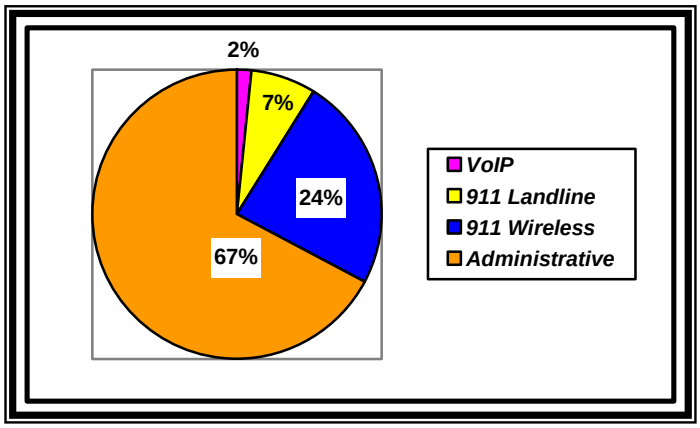
The department issued 8,439 traffic citations through this reporting period. This is a decrease of 2,052 citations over the number issued during the same period last year.



TRAFFIC CRASHES

Through June 30th, Dover Police investigated 949 traffic crashes. This is an increase of 77 crashes investigated during the same period last year.



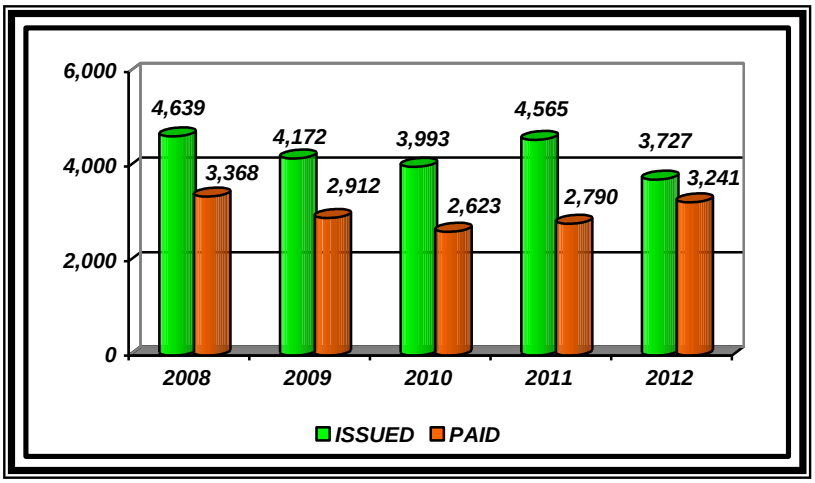


911 CENTER

During the month of June, our 911 Center handled a total of 10,402 calls averaging 347 calls per day. Dispatchers handled 2,496 calls on the 911 wireless lines, an average of 84 calls per day, 750 calls on the 911 landlines, an average of 25 calls per day, and 177 calls on the Voice Over Internet Protocol lines an average of 6 calls per day.

CITY ORDINANCE SUMMONS

*Through June 30th, we issued 3,727 city ordinance summons, a decrease 838 of summons over June of last year. *Note: of those summonses issued in June, 106 were issued for handicapped parking violations, 42 for fire lane parking violations, 211 for false alarms (157 for 3-5 alarms, 45 for 6-9 alarms, 8 for 10-15 alarms, and 0 for 16 or more alarms) and 100 for noise violations (59 for vehicle violations and 41 for residence violations).*



Listed below are the major crimes and activities that occurred during the month of June:

- *Between Wednesday, June 6, 2012 and Thursday, June 7, 2012, an apartment in the 300 block of N. State Street was forcibly entered while the resident was away. The unknown subjects removed a TV and a laptop from the apartment and fled. Witnesses reported seeing two white males and one black male in the apartment building around this time and they could possibly be riding in a red late model Pontiac.*

- *Between June 7, 2012 and June 20, 2012, an unknown subject forced entry into the front door of an apartment on Woodcrest Drive. Once inside, the subject removed a 32" flat screen television, Xbox 360, Nintendo Wii, Sony DVD Player, Dell Laptop, and an Apple IPad.*

- *On Monday, June 11, 2012, at approximately 2130 hours, an unknown black male entered a local pizza shop located on N. DuPont Highway, produced a handgun and demanded money from the clerk. The subject, described as 5' 10" - 6' 0", approximately 150 lbs., wearing a black hooded sweatshirt, black bandana, and a black hat, fled on foot northbound after obtaining an undetermined amount of money.*

- *On Monday, June 11, 2012, at approximately 2330 hours, Dover Officers responded to the 400 block of East Avenue for a report of an intoxicated subject banging on the door of a residence. Upon arrival, officers could hear a disturbance inside the residence and then noticed a bedroom window had been broken. They observed the 84 year old male victim inside the bedroom on the floor bleeding from the head with the suspect, who was later identified, standing over him holding a piece of rebar. Officers entered the residence and apprehended him.*

- *On Friday, June 15, 2012, at approximately 1605 hours, Dover Officers responded to an altercation between two male subjects in the parking lot of a local convenience store located on S. New Street. Upon arrival, officers located a 39 year old male victim who had been stabbed in the left eye with an unknown object. Dover Police Detectives responded and learned that the victim was arguing with an unknown black male subject who subsequently stabbed him with an unknown object. The suspect was observed fleeing in a cream colored vehicle, possibly a Lincoln. The victim was transported to Bayhealth-Kent General Hospital and later transferred to Christiana Hospital as the injury to his eye was severe. The investigation is on-going.*

- *On June 19, 2012, at approximately 1740 hours, a 21 year old subject of Dover became involved in an altercation with his 21 year old girlfriend in the 900 block of Whatcoat Apartments. The subject choked the victim then produced a handgun and threatened to kill her before leaving the residence. Warrants were obtained for his arrest, and on June 21, 2012, at approximately 2130 hours, he was spotted by Dover Officers driving in the area of S. New Street. He fled from officers but was apprehended a short distance later and additionally charged with Resisting Arrest and other traffic related offenses.*

- *On June 19, 2012, at approximately 1800 hours, two black male subjects entered the discount store located on Townsend Blvd., wearing hooded sweatshirts. One suspect jumped over the counter and removed cash from the registers while the other displayed a silver semi-automatic handgun. Both suspects fled on foot and attempted to get into a motel room at the Kent Budget Motel; however, they were unsuccessful. Both then fled toward the rear of a large department store. One of the suspects was identified and warrants have been obtained for his arrest. The other suspect, only described as light skinned with green eyes, has not yet been identified.*

- *On June 21, 2012, at approximately 0030 hours an unknown white male and unknown black male suspect each punched a 31 year old victim in the face as he was getting out of his vehicle on the south side of F Building in Woodmill Apartments. The two suspects demanded money; however, the victim refused and called police. The suspects fled in a gray SUV toward Farmview Drive.*

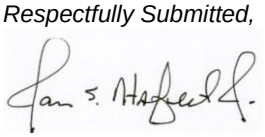
- *On June 26, 2012 the Criminal Investigation Unit identified a subject who was responsible for the numerous daytime burglaries which occurred in the northwest part of Dover. The subject, a white male, age 23 of Dover, was arrested for 17 burglary related charges. The incidents occurred between June 18, 2012 and June 24, 2012 on Portmarnock Court, Hobbyhorse Court, Carnoustie Road, and two offenses on Troon Road. Dover Detectives searched the subject's residence and recovered a substantial amount of suspected stolen property, which was on display from 1100 to 1500 hours on the June 28, 2012 at the Dover Police Department. Thousands of dollars of property was returned to the numerous victims.*

- *On June 27, 2012 the Dover Officers arrested a 27 year old, black male subject of Dover, for a burglary which occurred on June 20, 2012 in the 200 block of N. Kirkwood Street. The subject forced entry into the residence through a window to gain entry. Once inside, he removed a television and a printer. He was identified by fingerprints which were lifted by the investigating Dover Police Detective.*

- *On June 28, 2012 at approximately 1500 hours, Dover Police Detectives arrested a 29 year old, white male subject. The investigation revealed that the subject, who is a teacher at a local high school, was having an ongoing sexual relationship with a 17 year old female student. He is being charged with 40 counts of Sexual Abuse of a Child by a Person in Authority and 1 count of Continuous Sexual Abuse of a Child.*

- *Dover Police and Prince George's County Maryland Police Department are asking for the public's help in locating a missing person. Luther Alfred Henderson, 46, was last seen on March 13, 2012 at Dover Downs Casino and left on foot. Mr. Henderson is a black male, 46 years of age, 5' 11", 185 lbs., with brown eyes and black & gray hair. He was last seen wearing a long sleeve purple shirt, blue jeans, black baseball cap, and black tennis shoes. His family members have been to Dover, Delaware on several occasions in search of him with negative results.*

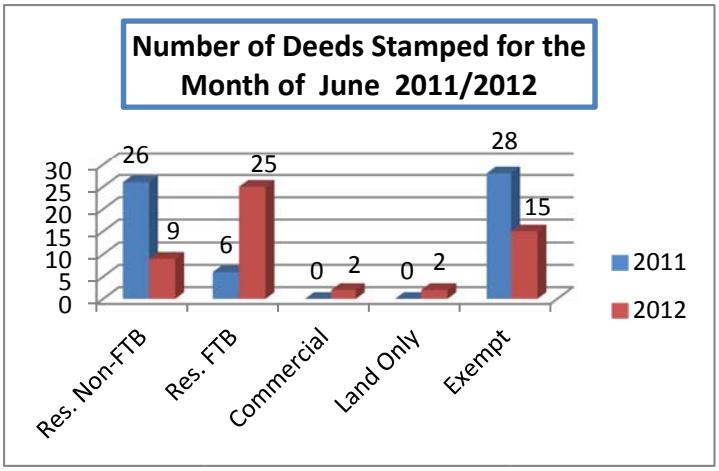
Respectfully Submitted,

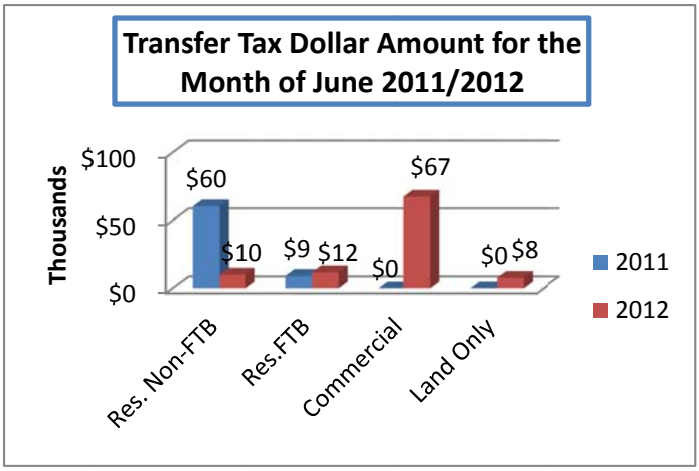


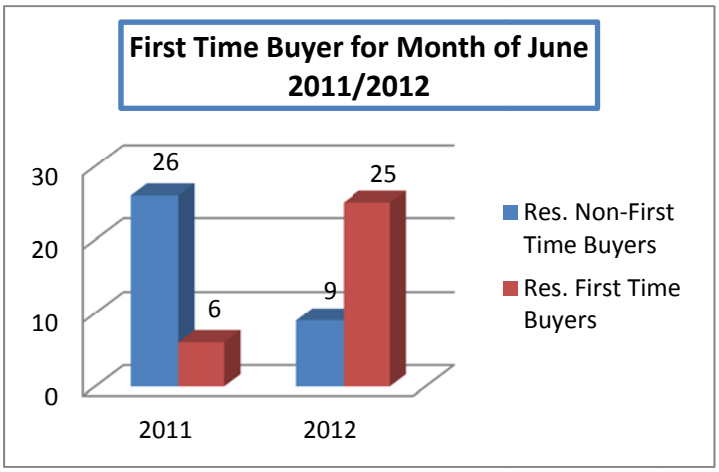
James E. Hosfelt, Jr.
Chief of Police

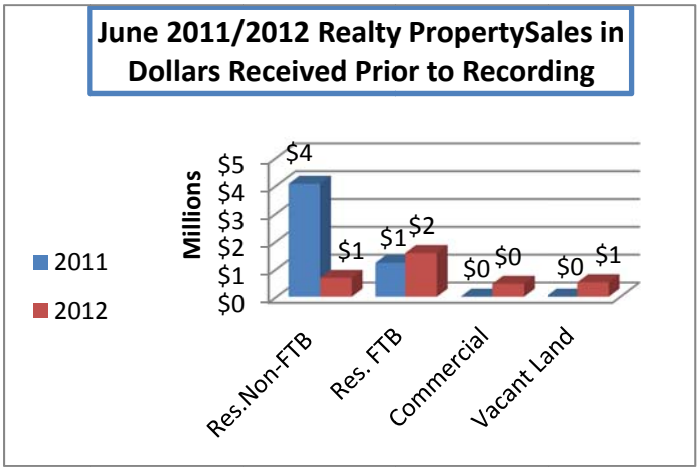
Monthly Report
June 2012

Office of City Assessor









Major Updates

	Apr - 12	May - 12	June - 12
Assessment Change	**$833,200**	**$4,303,000**	**-$3,410,800**

Residential Sales Ratio Report

Sales in Study	Total Assessed Value	Total Sale Price	Ratio	PRD
7	**$1,245,200**	**$1,238,700**	**1.00**	**1.02**

Ratio – Assessed Value divided by Sale Price.
PRD – Mean – A PRD above 1.03 tends to indicate assessment regressivity – high valued properties are under appraised relative to low valued properties. A PRD below .98 tends to indicate assessment progressivity – high valued properties are relatively over appraised.

Points of Interest

Scanning & Filing

- All new deeds are being scanned and attached to the CAMA software for easy retrieval.

- All appeal documents and correspondence are being scanned and attached to the CAMA software for easy retrieval.

-All old property record cards are scanned and indexed into Fortis.

Assessor's Office

Clerical Error – 1010 White Oak Road - ED05-068.18-03-70.00

This parcel was picked up during the 2010 revaluation and should have been absorbed into the adjacent parcels many years ago. Per Kent County, this parcel does not exist and the necessary changes to the tax maps have been applied.

City of Dover Sales Ratio Report for June 2012

PARID	Address	Total Assessed Value	Sales DT	Sales Price	ASR
ED05-067.05-01-44.00	26 FAIRWAY CT	$253,100	1-Jun-12	$293,000	0.86
ED05-067.19-03-67.00	5 PATRIOT DR	$189,700	22-Jun-12	$189,900	1.00
ED05-068.14-03-26.00	223 BRADLY ST	$158,200	22-Jun-12	$139,900	1.13
ED05-068.20-01-59.00	1566 N LITTLE CREEK RD	$131,800	22-Jun-12	$105,000	1.26
ED05-068.20-01-59.00	509 ANN MOORE ST	$203,400	21-Jun-12	$183,000	1.11
ED05-076.10-02-30.00	1520 FAWN ST	$152,500	15-Jun-12	$163,000	0.94
ED05-085.12-04-21.00	336 LOCUST POINT PL	$156,500	11-Jun-12	$164,900	0.95

CITY MANAGER'S MONTHLY REPORT



JUNE 2012

Monthly Highlights

Customer Services

- In the month of June we processed 1683 payments as of June 30, 2012.

- City of Dover property taxes were due July 31, 2011 (July 31 in 2011 was a Sunday). As of May 31, 2012 the delinquent property taxes total $325,328.02 for all tax years. Our collection efforts include sending a delinquent statement, making phone calls, and enforcing the Clean Hands Act. The Inspection and Planning Departments have been providing assistance in collecting these outstanding debts. In November the properties over one year delinquent will be selected to process for the monition sale. Currently, there are approx 70 properties selected for processing.

Electric

- Between the end of January and the month of February, the Electric Division went 32 consecutive days with no power interruptions. This is an all-time best!

Human Resources

- Continued contract negotiations with DOE, FOP & IBEW bargaining units.

Parks, Recreation & Library

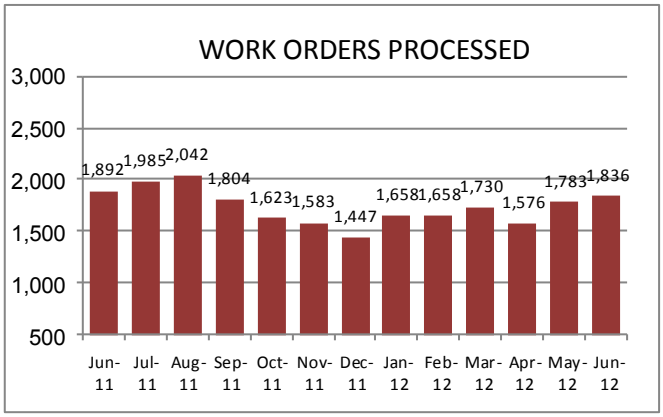
- Library
  - 744 children attended 23 children's programs & 38 teens attended 8 teen programs.
  - Job Center noted 234 participants this month.
  - 44 attended 10 teen programs.

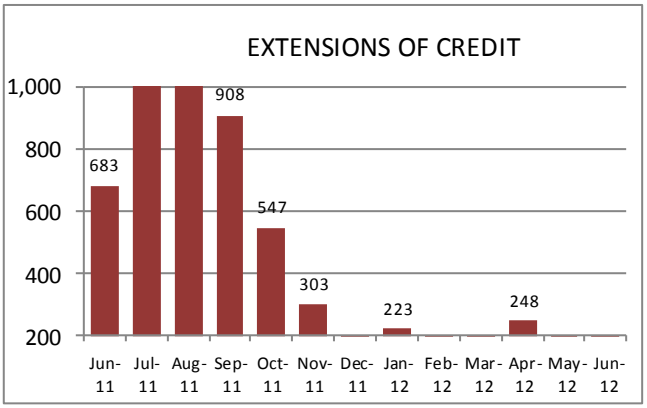
- Parks & Recreation
  - Zach Carter was honored with a luncheon hosted by Parks staff after his 23 years of employment. His last day was June 15.
  - Adult League Summer Field Hockey kicked off with 10 teams and the High School Summer Field Hockey League kicked off with 11 teams.
  - The Pitts Center gym has been shut down 5 times since June 15, 2012 due to intense heat in the gym area.

Public Works

- Working on CIP and additional funding for future street program and other projects.

CUSTOMER SERVICES





Write-Offs / Electric & Trash Bills

The electric write-off for outstanding electric bills with dates ranging mainly from April 2010 until June 2010. The proposed write-off of $36,406.19 includes $721.92 from accounts that filed for bankruptcy. The $36,406.19 is the fourth write-off for Fiscal 2012 and is .15 percent of the revenue ($24,039,698.) for the write-off period. In other words, the City collected 99.85% of all bills for the write-off period. For every $100 dollars of revenue the City billed in the write-off period, $0.15 was not collected.

The trash write-off for outstanding trash bills with dates ranging mainly from April 2010 until June 2010. The proposed write-off of $791.51 includes $32.57 from accounts that filed bankruptcy. The $791.51 is the fourth write-off for Fiscal 2012 and is .27 percent of the revenue ($298,462) for the write-off period. In other words, the City collected 99.73% of all bills for the write-off period. For every $100 of revenue the City billed in the write-off period, $0.27 was not collected.

According to the APPA, the industry standard for collections among publicly held utilities of similar size is 99.74% of total electric revenue. The accounts are currently assigned to our collection agency and will remain there even when they have been written off. A complete list of accounts is available upon request.

Major Program Updates	Jun 2012	Jun 2011	Difference	FY 2012 Year-to-Date	FY 2011 Year-to-Date
Number of Customers Served	27,602	22,450	5,152	281,916	291,105
Final Bills	658	715	(57)	7,811	7,803
Estimated Bills	157	135	22	1,833	1,674
Penalties Posted	$ 14,171	$ 27,079	$ (12,908)	$ 215,268	$ 260,554
Extensions of Credit - Amount Extended	$ 59,762	$ 211,316	$ (151,555)	$ 1,622,744	$ 2,437,106
Balance Transfers	$ 3,392	$ 911	$ 2,481	$ 19,663	$ 28,704
Utility Collections	$ 20,748	$ 22,217	$ (1,469)	$ 325,118	$ 280,399
Special Assessments	$ 110	$ 345	$ (235)	$ 549	$ 9,284
Miscellaneous Billings	$ 232,736	$ 243,292	$ (10,557)	$ 1,686,485	$ 1,782,965
CNP through Disconnect Collars	$ 38	441	(403)	261	102
Court Cases	-	-	-	-	-
Tamperings	4	8	(4)	57	43
Taxes Levied (includes carry forward)	$ 385,328	$ 414,055	$ (28,727)	$ 3,470,714	$ 3,319,866
Billing Adjustments	$ 325	$ 35,391	$ (35,066)	$ 11,700	$ 67,576
Total Taxes Collected	$ 61,755	$ 48,410	$ 13,344	$ -	$ 324,051
Taxes Outstanding	$ 323,559	$ 330,254	$ (6,695)	$ -	$ 2,933,440
Payments in Lieu	$ -	$ -	$ -	$ -	$ 7,500
Billing Accuracy (on schedule billings)	99.0%	99.0%	-	99.0%	99.0%
Bills Published on Schedule	99.0%	99.0%	-	99.9%	99.9%
Meters Read on Schedule	99.9%	99.9%	-	99.9%	99.9%
Customer Satisfaction Rating	99.9%	99.9%	-	99.7%	99.7%
Delinquent Accounts Collected	99.7%	99.7%	-	99.8%	99.8%

HUMAN RESOURCES

Category	June 11	July 11	Aug 11	Sep 11	Oct 11	Nov 11	Dec 11	Jan 12	Feb 12	Mar 12	Apr 12	May 12	June 12	Total
Caucasian*	313	310	306	302	299	299	299	295	294*	291	289	290	285	N/A
Minorities*	63	63	63	63	62	61	59	59	59*	57	56	57	58	N/A
Hired	-	-	-	1	-	1	-	-	2	-	-	2	6	14
Terminated/Resigned/ Retired/Other	2	3	4	5	4	2	2	4	3	5	3	2	5	44
Transferred/Promoted	-	-	-	-	-	2	-	-	-	-	-	1	1	4
Jobs Posted	-	-	1	-	-	-	-	-	-	3	4	2	2	12
Workers Comp. Injuries	5	4	7	4	2	9	4	3	3	6	2	2	1	52
Workers Comp. Hours	46	63	135	263	565	369	418	315	222	55	195	112	139	2,897
Insurance Claims	5	3	10	1	2	1	2	1	2	4	3	6	2	42

Full-time Employees: 343 **Part-time Employees: 12 (4 Pitts Center, 1 Recreation, 7Library)**

-Numbers do not reflect, temporary, seasonal, relief fire dispatchers, committee or council members.

***** Correction to February 2012

Retired: Administrative Assistant (IT), Police Clerk, Police Lieutenant, 2 Police Officers, Parks & Recreation Director

Jobs Posted: Central Mailroom Clerk (In House), Utility Maintenance Mechanic (Wastewater), Motor Equipment Operator (Water/Wastewater

Hired: Inspector I and Library Clerks (3 part-time), 2 Police Officers

Transferred: Police Communications Operator to Police Officer

Recruitment Information

Position	Total	Female	Male	Black	White	Hispanic	Asian/ Pacific Islander	American Indian/Alaskan Native	Unknown	In Dover	Out Dover
Inspector I	55	9	46	12	39	3	-	2	-	18	37
Admin Assistant	114	108	6	46	61	5	1	1	-	51	63

Unfilled/Open Positions by Department*

Unfilled/Open Positions By Department	Jun 11	July 11	Aug 11	Sept 11	Oct 11	Nov 11	Dec 11	Jan 12**	Feb 12	Mar 12	Apr 12	May 12	June 12
Electric	2	2	3	4	4	5	5	5	5	5	5	3	3
Public Works	3	1	1	3	3	5	5	9	11	13	13	15	16
Police	-	4	4	4	5	3	3	3	1	2	3	2	4
All Other Departments	7.5	5	6.5	8.5	12	10.5	12.5	11.5	12	13	15	14	15
Totals	**12.5**	**12**	**14.5**	**19.5**	**22.5**	**23.5**	**25.5**	**28.5**	**29**	**33**	**36**	**34**	**38**

**Not used for Budgeting Purposes **Organization Change*

Electric: Journeyman – 1st Class Lineman, Public Utilities Director, Dept. Budget & Support Supervisor

Public Works: Utility Maintenance Mechanic I/ Wastewater, Water Service Person, Motor Equipment Operator II/Water, Heavy Equipment Operator II, Field Supervisor I - Streets, and (2) MEO I & (1) MEO II – Sanitation, Public Services Manager, Custodian I (1), Custodian II, Facilities Management - Craftsperson II, Vehicle Maintenance -Mechanic I, Water Treatment Plant Operator I, Utility Maint. II - Wastewater, Operations/Construction Manager

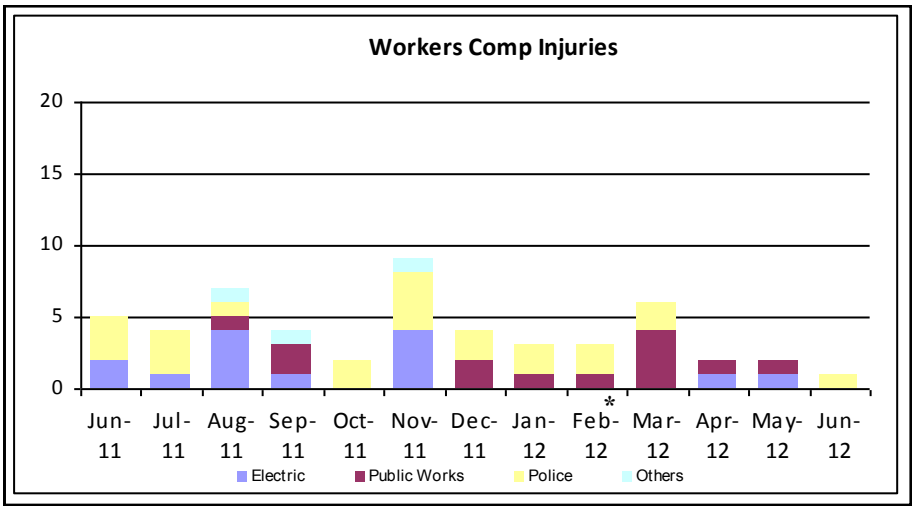
Police: Police Officer, Secretary II , Police Clerk, Communications Operator

All Other Departments: Sr. LAN Analyst (due to A. Siegel currently acting as IT Director), LAN Analyst, Administrative Assistant - IT, Human Resources Clerk, Human Resources and Safety Coordinator, Senior City Administrator, (3)Library Page (PT), Administrative Assistant - Clerk's Office, Fire Dispatcher, Central Services Director, Central Mailroom Clerk, Inspector I, Material Expeditor, Parks & Recreation Director

HUMAN RESOURCES
continued

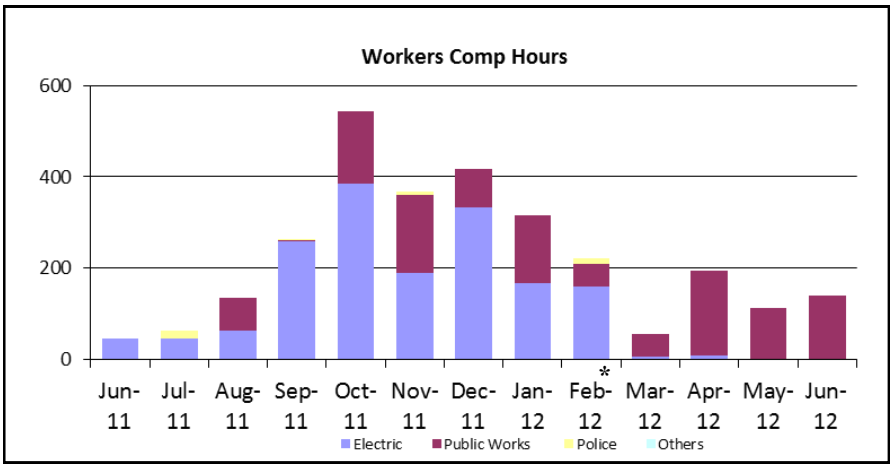
Bonus Programs by Month

Bonus Program Category	Jun 11	July 11	Aug 11	Sept 11	Oct 11	Nov 11	Dec 11	Jan 12	Feb 12	Mar 12	Apr 12	May 12	June 12	Total
Stop Program-*Sensibly Taking Off Pounds(weigh-ins)*	-	15	4	5	22	5	8	-	13	4	8	24	23	129
Caught Doing it Right-*Promotes employees productivity & creativity (submissions)*	-	-	1	1	1	-	-	-	2	-	-	-	-	5
Breathe Program-*Rewards for ending tobacco use (submissions)*	-	-	1	1	-	1	-	1	-	-	-	-	-	4
Ducs in a Row-*Doing Useful Community Service (submissions)*	-	-	-	-	-	-	-	-	-	-	-	-	-	-



*** Organization Change**

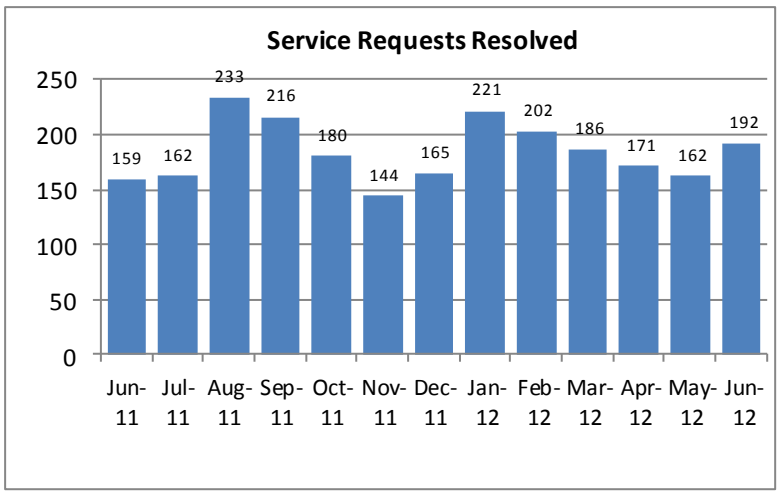
Electric: 0 Public Works: 0 Police: 1 All Other Depts.: 0

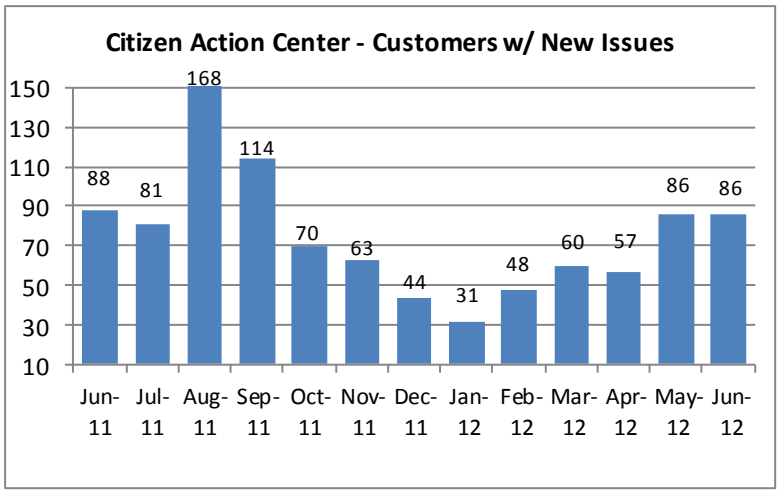


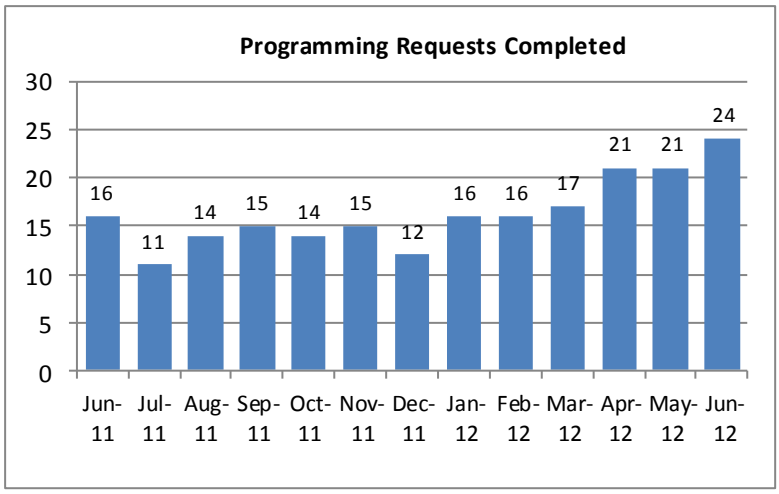
*** Organization Change**

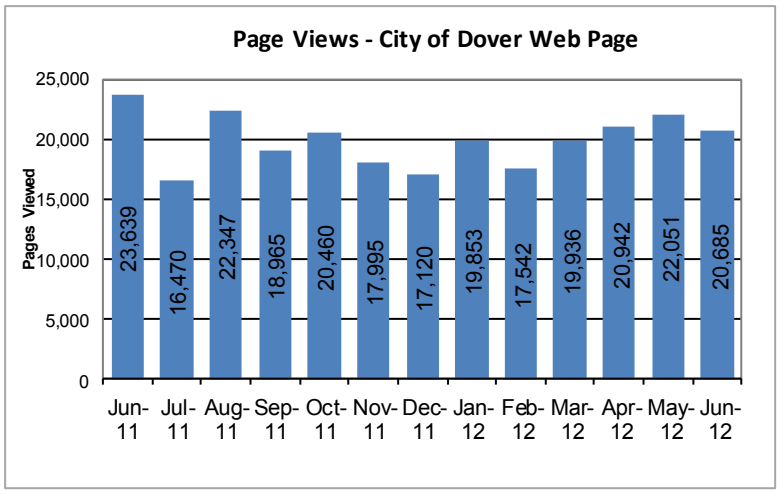
Electric: 0 Public Works: 139 Police: 0 All Other Depts.: 0

INFORMATION TECHNOLOGY







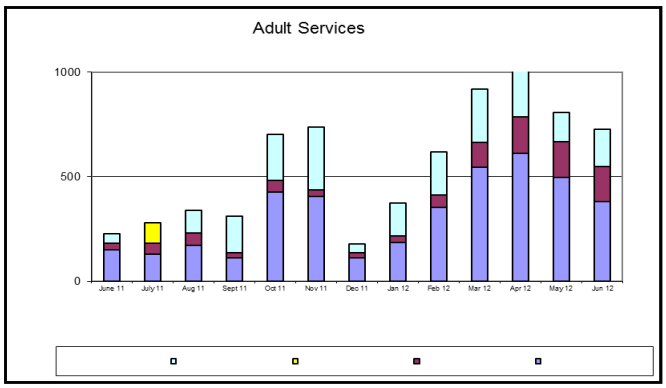


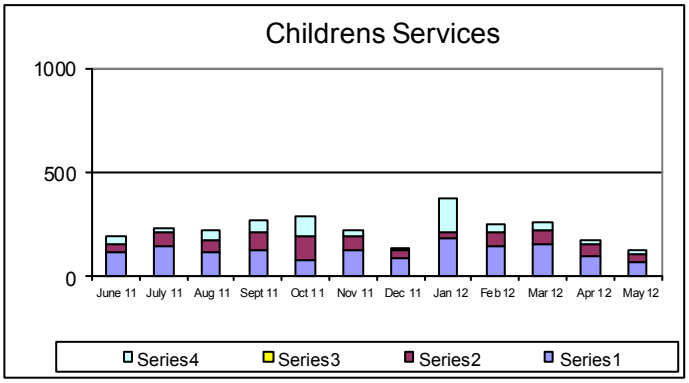
Performance Indicators	Current Month	Last Month	Same Month Last Year
iSeries Availability	100%	100%	100%
Server Availability	100%	100%	100%
AS/400 Connections *(concurrent/authorized users)*	N/A	N/A	N/A
PCs Supported	352	351	335
Scheduled PCs Replaced	-	-	-
Servers Supported	13	13	16
People Trained	8	1	28

Availability Statistics based on 7:00 AM until 5:00 PM Monday—Friday

PARKS, RECREATION & LIBRARY

Library





Reference – 380 Reader's Advisory – 168
Electronic Assistance – 180;

Reference - 156; Reader's Advisory – 133
Electronic Assistance – 30; Outreach – 0

****We have amended our Electronic Assistance, Reader's Advisory & Reference transactions to more accurately represent the actual statistics.***

Circulation	June12		FYTD 12		June11		FYTD 11
Dover residents	17,264		200,379		17,663		201,768
Ebooks (began 12/2011)	763		4,499				
Kent residents*	15,361		171,930		15,599		179,369
Non-county residents	2,594		24,124		1,681		18,993
Registrations							
Dover residents	219		2,352		204		2,606
Kent residents*	64		842		113		1,107
Non-county residents	11		105		6		109
Other							
Visiting Patrons	30,882		366,835		34,421		367,586
Meeting Room Usage**	100		980		20		2,560
Photocopier Usage	1,106		17,589		1,926		18,847
Dial-A-Story	624		10,300		1,103		13,277
Computer Usage	3,244		47,236		4,475		52,846
Holds (Total)	7,169		94,043		7,329		83,399

***Breakout of Kent County Residential Statistics**

Circulation	Registrations
Harrington: 67	Harrington: 0
Smyrna: 1,301	Smyrna: 7
Milford: 113	Milford: 0
Outside City Limits: 13,880	Outside City Limits: 57

Total Registered Users: (Card Holders)
City: 18,369 Kent County: 13,240 Outside Kent County: 1,108

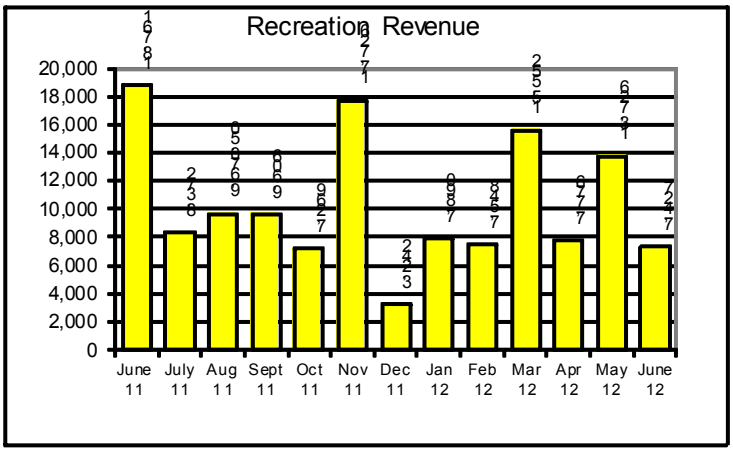
Other Points of Interest:
Inter/Interlibrary***: 0 items loaned out
30 items borrowed

Technical services: 1,340 items added
1,810 items deleted

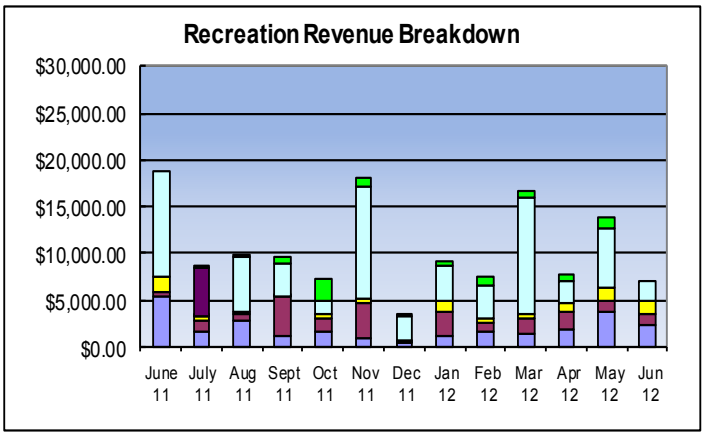
Volunteers: 587 hours of service completed

***** Meeting Room Usage***
The meeting room is no longer available for rental as it has become the designated location of the Job Center.

Parks and Recreation



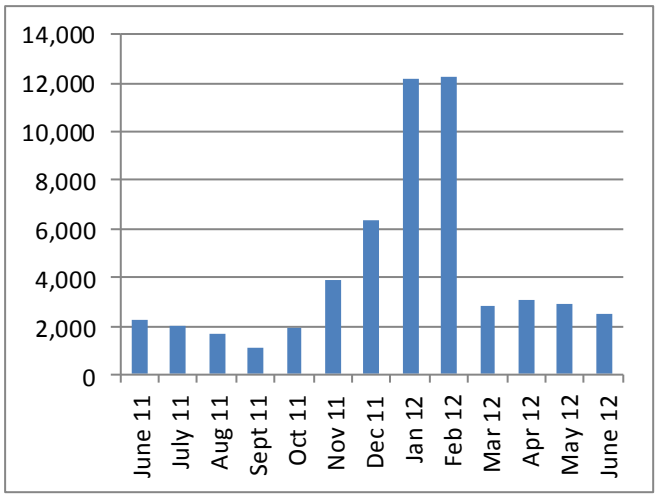
Year To Date Revenue Comparison
FY11 $129,985 vs FY12: $112,505



General – $2,322
Rental Payments – $1,150
Sports – $1,470
Leagues – $2,000
Trips – $0

Rentals	JUNE12		FYTD 12		JUNE11		FYTD 11
Baseball/Softball Field Rentals*	34		223		37		231
Dover Park Pavilions (2)	21		92		16		48
Multipurpose/Field Hockey Field Rentals*	21		44		22		80
Recreation Center – Dover Park	32		169		31		210
Silver Lake Pavilions (2) / Schutte (1)	15		48		7		54
Soccer Field Rentals*	1		13		2		22
Stage – Mobile Platform	5		26		6		31
These numbers reflect groups that utilized our facilities during July.							
Dover Park Program Attendance*	**JUNE12**		**FYTD 12**		**JUNE11**		**FYTD 11**
Super Summer Playground (began)	45		45		55		55
This number reflects activities that took place in June. (Not included on the JWP report.)							

Total Program Attendance



FREE Open Gym Registration Cards

Total Cards Issued: **5,031**
City Residents: 2,221 - (44%)
Non-City Residents: 2,810- (56%)
- Kent County: 2,317 - (46%)
- Sussex County: 165 - (3%)
- New Castle County: 109 - (2%)
- Out of State: 221 - (4%)

**The cards permit entrance to the facility during scheduled Public Open Gym Periods at no charge.*

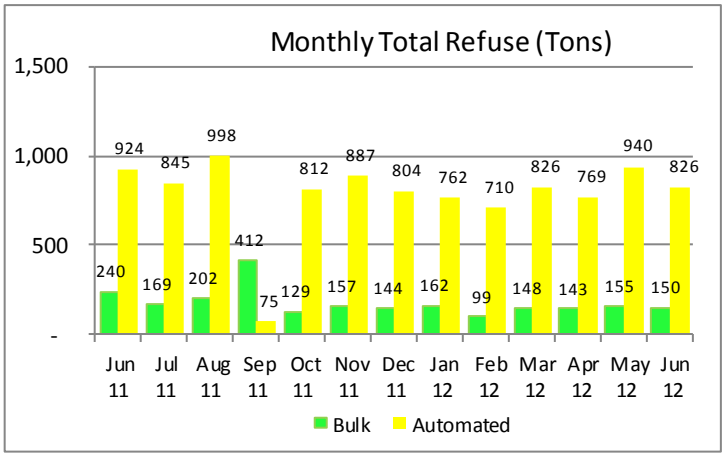
PUBLIC WORKS

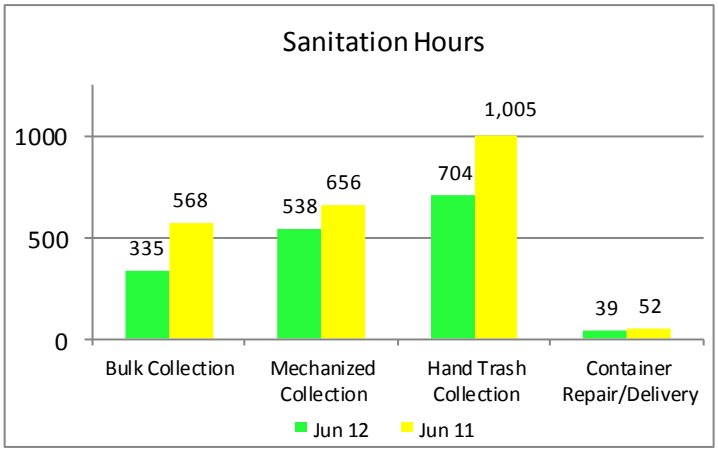
Administration

Administrative review and inspection services continued on all residential and commercial developments. The following residential subdivisions are in various phases of construction:

Oak Shadows	Emerald Pointe	Lexington Glenn
Village of Westover (Phase VI)	Farthing Woods	Eden Hill (Residential)
Patriot Village	Clearview Meadows	Village of Cannon Mill

Sanitation





	JUNE 12	FYTD 12	JUNE 11	FYTD 11
Trips to DSWA Sandtown Landfill	179	2164	208	2,663
Total Tonnage to DSWA	975.71	11,994.86	1,164.20	14,202.85
90-G 90 Gallon containers Delivered	39	269	16	290
300-Gallon Containers Delivered	3	39	3	53
Total Man Hours-containers Delivered	39	554	52	693

CURBSIDE RECYCLING STATS	TOTAL # OF HOUSEHOLDS COLLECTED	TOTAL # OF ACCOUNTS	WEIGHT/ LBS.	AVE. LBS.
June 2012	17,986	8,600	280,760	15.61

Streets	JUNE 12	FYTD 12	JUNE 11	FYTD 11
Signed Installed	20	304	28	298
Signs Repaired	11	199	6	235
Curbs Painted Yellow (feet)	78	18,551	595	27,653
New Post Installed	7	69	17	100
Storm Catch Basins Repaired	3	52	32	97
Storm Catch Basin Repairing (Hrs.)	136	406	32	408
Storm Catch Basins Cleaned	16	2,101	42	295
Storm Catch Basins Cleaning (Hrs.)	46	960	46	401
Hot Mix Patching (Tons)	62	188	0	97
Hot Mix Patching (Hrs.)	212	872	0	356
Cold Mix Patching Hrs.)	37	596	162	679
Concrete Work (Hrs)	254	907	496	1,045
Concrete Patching (Cubic Yards)	0	1	12	71
Street and Alley Maintenance (Hrs)	168	2,032	176	1,894
Ditch Work (Hrs).	0	64	0	65
Street Sweeping (Miles)	1,084	11,236	1,969	13,313
Street Sweeping (Cubic Yards)	260	2,284	282	2,539

Grounds

Arborist Crew	JUNE 2012	JUNE 2011
Trees Trimmed	27	104
Trees Removed	4	25
Trees Planted	6	0
Stumps Removed	5	0

- Assisted the mowing crew by mowing with the tractor.
- Applied 14 gallons of Roundup herbicide to mulched areas.

Beautification Crew

- Gave a greenhouse tour to the Garden Club from the Modern Maturity Center.
- Continuing tilling and planting annual/perennial beds.
- Put up the Petunia Tree on The Plaza.
- Continue watering the 75 hanging baskets every other day.
- Planted all 17, 36" containers on Loockerman Street.
- Applied 12 gallons of Roundup herbicide to curbs sidewalks and mulched areas.

Mowing Crew

- Mowing all areas including parks, around City facilities, ditches and right-of-ways.
- Set up the stage four times for events this month.
- Planted 94 8' tall Leyland Cypress trees as a buffer between some of the properties in Nottingham Meadows that back up to Wyoming Mill Road.
- Large turf repair at Turnberry where drainage pipe line was repaired. Tilled the area with tiller on tractor, graded and seeded.

Geographic Information Systems (GIS)

- Created trash guidelines feature class .
- Updated road centerline file.
- Printed multiple posters for Downtown Dover Development Office.
- Created yard waste guidelines flyer for contractor.
- Created hand trash progress map.
- Updated grass maintenance feature class.

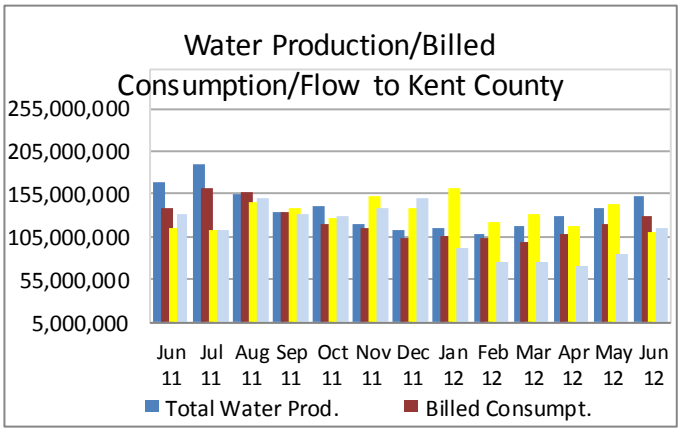
Fleet and Facilities Management

Fleet Maintenance
Work Orders: 55

Major Program Updates

Measure	JUNE 12	JUNE 11	DIFFERENCE
Fleet Maintenance			
Scheduled Preventative Maintenance appointments being kept *(Quantity and Percentage)*	12 out of 12 100%	16 out of 22 72.73%	+14.29%
Facilities Management			
Routine work orders completed within 5 days *(Quantity and Percentage)*	23 out of 24 95.83%	39 out of 42 92.86%	+0.71%
Emergency work orders completed within 2 days *(Quantity and Percentage)*	8 out of 8 100%	5 out of 5 100%	0%

Water/Wastewater



ENGINEERING SUMMARY

Major Program Updates	June 12	June 11	DIFF	FY12 YTD	FY11
State and Federal Violations	0 violations	0 violations	-	-	-
Water Quality Complaints	5	8	-3-	118	122
Plan Review Completed Within 30 days of Sub-mission	5 plans 100%	14 99%	-9 plans	99%	97%
Field Inspection Response within 48 hours of Request	20	20	-	100%	100%

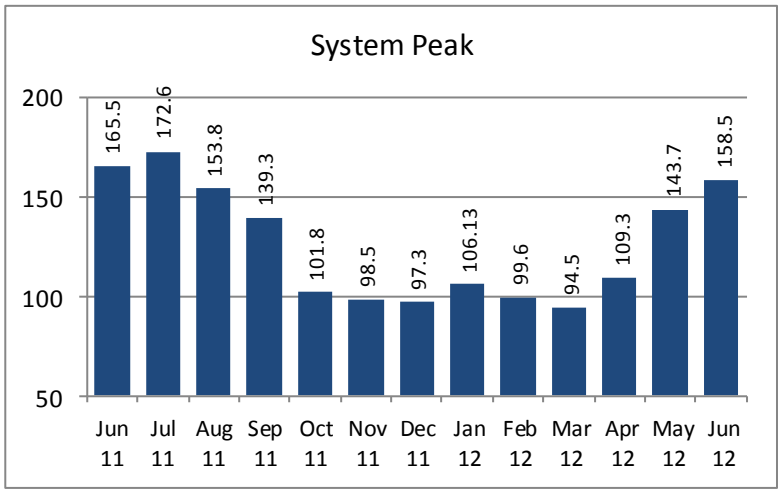
OPERATIONAL SUMMARY

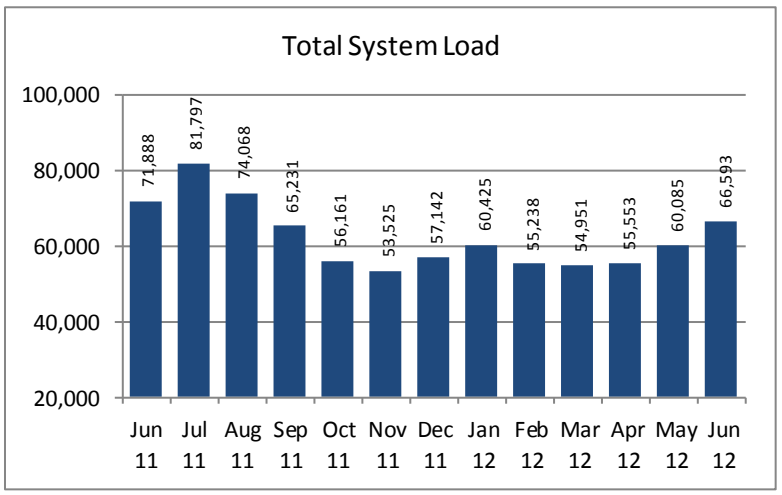
Task	JUNE 12	JUNE 11	Current FY
Water Production – Daily Average	5,097,500	5,626,733	2,043,627,000
Average Field Response Time (goal is < 30 minutes)	21.23	25.5	22.29
Water Mains Repaired	3	0	2320
Water Service Lines Repaired	1	3	16
Wastewater Mains Repaired	0	0	6
Wastewater Service Lines Repaired	3	0	11
Sewer Lines Flushed – Linear Feet	87,514	104,202	790,175
Total Water Meters in City Distribution System	14,049	13,935	109
Lost Time Accidents – All Water/Wastewater Divisions	0	0	1

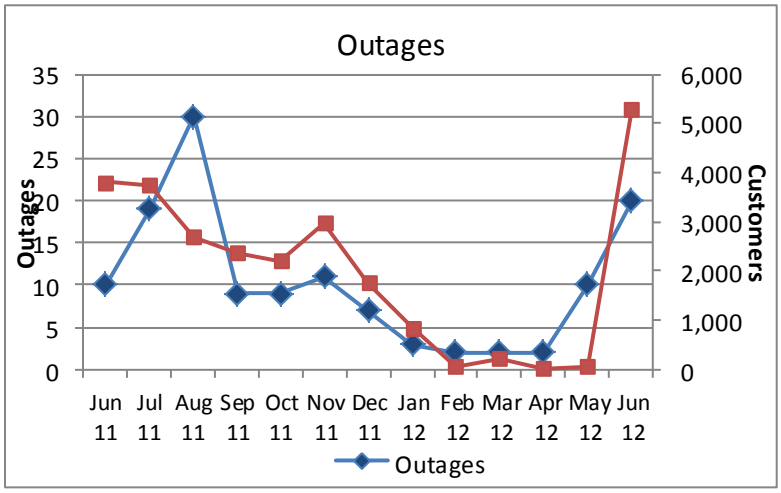
SOP/CIP Updates (percentages below represent percent completed)
FY-2011 Spring Street Program – 90%

PUBLIC UTILITIES

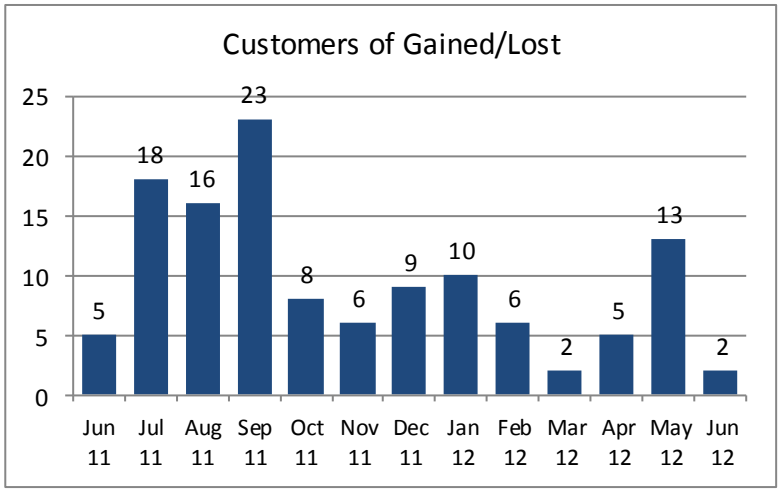
Electric







Outages: 20 Customers: 5,297



Electric Monthly Outage Report

The annual outage goal will be less than 295 minutes per customer, which is a Delaware Standard. This will be measured by calculating the System Average Interruption Duration Index.		
FY 12 YTD	**FY 11**	**FY 10**
39.44	63.78	160.14

Controllable Outages *Annual goal is less than 40*		**Average Response Time** *Goal is less than 30 minutes*	
Month	**Year-to-date**	**Month**	**Year-to-date**
7	50	28.62 Minutes	28.56 Minutes

Electric Engineering Design

Major Program Updates	JUNE 12	JUNE 11	DIFF	FY12 YTD	FY11
Extensions Design Completed Within 30 days of complete Submission	0	0	-	4	0

New Underground Installation	% Completed	New Underground Installation	% Completed
N/A			

PROGRAM UPDATES	JUNE 12	JUNE 11	FY12 YTD
Tree Trimming	300	194	2143
Number of Oil Releases	0	1	1
Lost Time Accidents – All Electric Utility Divisions	0	0	8
New Services	2	5	105
Major Goals Completed in the Past Two Months			
N/A			

CITY PLANNER'S MONTHLY REPORT

Public Services Group
P.O. Box 475
Dover, DE 19903
Phone: (302) 736-7196 Fax (302) 736-4217

June 2012

PERSONNEL

Dawn Melson-Williams (Principal Planner) attended the American Planning Association's Audio/Web-Conference entitled "2012 Planning Law Review" on June 27, 2012 co-sponsored by the Delaware APA Chapter and the Kent County Department of Planning.

PLANNING OFFICE

The Planning Office is part of the review process for certain types of construction activity permits (Building Permits, Sign Permits, etc.) and Certificate of Occupancy permits. Planning Staff also reviews new applications for Business Licenses and Rental Dwelling Permits. More detailed information on these permits and licenses is reported later in this document. For June 2012, Planning Staff was involved with review of 83 Permits and 12 Certificates of Occupancy permits (2012 Year to Date total of 437 Permits and COs compared to 484 year-to-date in 2011).

EDEN HILL FARM TND

- In June, Certificates of Occupancy were issued to a set of six townhouse dwelling units located at 501-511 Ann Moore Street within Phase 1 of the Residential District. For the Residential District of Eden Hill Farm Traditional Neighborhood Design, the totals are now 77 dwelling units complete of the 77 permits approved for dwelling units in Phase 1.
- In late June, Building Permits were issued to a set of six townhouse dwelling units located at 512-522 Ann Moore Street within Phase 2A of the Residential District. City Staff allowed the issuance of these permits as infrastructure items were already in place for this block segment of Ann Moore Street.
- Prior to continuing with additional development in Phase 2, the site developer will need to address infrastructure dedication, bonding, street lighting payments for installation, tree planting requirements, and other infrastructure items.
- There was no activity associated with the Professional Office, Medical & Financial District.
- There was no activity associated with the Neighborhood Commercial District.

COMPREHENSIVE PLAN IMPLEMENTATION

Planning Staff continues to focus efforts on the implementation items identified in the *2008 Comprehensive Plan* as amended.

- Planning Staff presented to the Parks Recreation & Community Enhancement Committee on June 11th the revisions to the sign regulations. The First Reading of Draft Ordinance #2012-12 was held on June 25th by City Council and referred to the Planning Commission for their July meeting.

NEW DOVER HIGH SCHOOL PROJECT (C-10-05/S-11-18)

Construction activities related to utilities, site improvements like parking lots, and the building steel framing construction activities continue at the site. Planning Staff and Public Works Staff continue to work with the district's design professionals and DelDOT staff on project details and the monthly coordination meeting was held on June 21th. Review of the plans for transportation elements such as the east entrance and multi-use path associated with the school project continue. Results of the signal analysis being conducted for the east entrance

were received noting that a signal is not warranted. City Staff will evaluate the next steps to address the concerns regarding traffic and pedestrian access in this area. The contractors are working towards a July start of construction on the signalized west entrance (Dover High Drive) and Route 8 improvements.

NPDES – MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT

Working under the partnership between Wesley College's Environmental Sciences Department and the City of Dover Planning Office, Melissa Savin, the Wesley College intern who has been working with the Planning Office, continued to manage the required documentation and develop materials associated with the permit. The main focus in June was on the Drip Irrigation workshops and planning for our involvement with Camp Small Wonder.

The interns from Wesley came into the office and filmed a How-To Video for drip irrigation installation. It has been edited and will soon be viewed and uploaded onto the City's webpage. Handouts and brochures on drip irrigation were also printed and will be made available as a reference on the webpage as well. Two drip irrigation installation workshops were held at the end of June for Dover residents. Two drip irrigation systems were also awarded as door prizes at the end of the workshops.

Plans for Camp Small Wonder were continuing to develop and activities were being created and gathered. A Wetland Specialist from DNREC was contacted to come in the first Thursday to teach the children about wetlands. "Wade into Wetland" kits were also reserved to be borrowed from the Aquatic Resources Education Center for that Thursday. The Project WET webpage was used as inspiration for some board games to be developed for the water quality education on the second Thursday of participation which was to occur at Silver Lake Park.

A few emails were sent to the Library to stay updated on our plans for the environmental lecture series planned for this fall as well as to see how our plans with Kent County Reads are coming along.

BOARDS AND COMMISSIONS REPORTS

Board of Adjustment:

The Board of Adjustment held a meeting on June 20, 2012 and took the following actions. The next regular scheduled meeting of the Board of Adjustment is scheduled for July 18, 2012.

1. **Applicant #V-12-04 - 327 Martin Street, EJB Inc.** – Approved the variances for a reduction in the number of off-street parking spaces with the requirement set at seven (7) parking spaces, driveway width, and parking location within the setbacks.
2. **Applicant #V-12-05 - 506-516 Jefferic Blvd., Frontline Ministries** – Approved the variance with conditions to set the number of required off-street parking spaces for a place of worship.

Historic District Commission:

The Historic District Commission did not meet on June 21, 2012. The next Historic District Commission meeting is scheduled for July 19, 2012.

Planning Commission

The Planning Commission met on June 18, 2012 and took the actions summarized listed below. The next Planning Commission meeting is scheduled for July 16, 2012.

1. **S-11-09 State Street Plaza at 1004 S. State Street** - Moved to grant approval of a one year extension for the Site Plan.
2. **S-12-07 McDonald's at 915 and 1025 South DuPont Highway** – Moved to approve the Site Plan for construction of a new restaurant building and with approval of three (3) waiver requests: reduction of arterial street buffer, partial elimination of upright curbing for stormwater management, and an

alternative material choice (vinyl instead of wood) for the fence component of the opaque barrier.

3. **S-12-10 Redevelopment of Wal-Mart Site at 1574 North DuPont Highway** – Moved to approve the Site Plan for the redevelopment of the existing commercial building into multiple tenant spaces and two pad site buildings and including approval of the waiver request for the reduction in the arterial street buffer.
4. **S-12-11 Greentree Shopping Center Expansion (Redner's) at 25 Greentree Drive** – Moved to approve the Site Plan for a building addition and site improvements to the parking lot and including approval of the following waiver requests: partial elimination of curbing for parking lot, partial elimination of upright curbing of building access, elimination of loading spaces and consideration of a Tree Mitigation Plan.
5. **S-12-12 Delaware State University Applied Optics Research Building: Site Development Master Plan** – Moved to approve the Site Development Master Plan for three Phases consisting of relocation of modular units, Building 1, and Building 2. Approval also includes approval of the waiver request to eliminate all loading spaces.

CODE ENFORCEMENT

Case Type	# cases current month	# cases YTD	% staff initiated current month	% staff initiated YTD
No valid rental permit	37	114	100%	96%
No valid building permit	8	21	100%	95%
Tall grass and weeds	53	216	53%	49%
Unregistered vehicle	0	16	0%	81%
Abandoned vehicle	6	56	50%	52%
Annual Housing Inspection	6	380	67%	98%
Property Maintenance – Exterior	25	183	16%	52%
Electric Termination	23	173	100%	95%
Dover Code of Ordinances	10	113	40%	62%
Zoning	1	37	100%	54%
Total Cases	**169**	**1309**		
Total # of Inspections	**222**			

COMMUNITY DEVELOPMENT
CDBG FY11 PROJECTS

Homeownership Assistance Program
Seven (7) families have purchased homes using the Dover First Start Program.

Homeowner Rehabilitation Program
Three (3) homes have been completed.

Dover Interfaith Mission to the Homeless
CDBG funds have been utilized to cover the operations cost for the shelter.

Emergency Home Repair Project
Emergency repairs have been completed on nine (9) properties in the City of Dover.

Connections Community Support Program
Motel vouchers have been provided to 17 homeless persons in the City of Dover.

Neighborhood Stabilization Program (NSP)

The City was awarded $1,426,740 for the acquisition and rehab of foreclosed properties to be sold to qualifying families. A total of $1,257,292 has been expended on the acquisition and renovations for 8 properties. One property has been purchased with program income and is for sale. The remaining balance of $169,447 will be utilized for renovations and acquisition. Five properties have been sold, three are for sale, one is a lease purchase and one is a rental that serves persons with disabilities. Habitat for Humanity has purchased a property and it is currently under renovation.

218 Ann Avenue (sold)
343 Mimosa Avenue (sold)
907 Woodcrest Avenue (lease purchase)
1430 S. Hancock (group home rental)
1415 S. Hancock (for sale)
337 N. Governors Avenue (sold)
254 Green Blade Drive (sold)
302 Stonebrook Place (for sale)
11 Westover Drive (sold)
110 Thames Drive (under renovation)

LIFE SAFETY

Inspections	JUNE 12	FYTD 12	JUNE 11	FYTD 11
Fire Protection Inspections (new & existing)	29	658	77	849
Fire Code Inspections	145	594	177	1,177
Inspection Deficiencies	16	416	174	1,329
Certificate of Occupancy	3	42	10	64
Office	60	1,005	93.5	1,281.5
Meetings	23	324	40	535
Plan Review	51	523.5	36	471
Training	0	1,030	88	572
Fire Investigations	3	94	33	268
Accidental	$2,000.00	$276,910.00	$303,800.00	$445,150.00
Incendiary	$0.00.00	$262,050.00	$20.00	$2,605,520.00
Undetermined	$0,00.00	$42,300.00	$100.00	$22,700.00

PERMITTING AND LICENSING

Permits Issued	JUNE 12	FYTD 12	JUNE 11	FYTD 11
Administrative Permit	2	17	2	19
Building Addition/Renovation Permits	35	368	40	497
Building Permits	20	167	25	175
Demolition Permits	5	28	1	39
Fence Permits	15	119	6	100
Fire Prevention Permits	5	70	9	96
Mechanical Permits	62	325	33	311
Plumbing Permits	32	371	20	433
Sign Permits	22	276	29	269
Swimming Pool Permits	5	19	8	14
Business Licenses	1,353	2,847	846	2,616
Merchant Licenses	114	395	97	384
Contractor Licenses	547	1,353	367	1,270
Lodging House Licenses	0	15	0	48
Mobile Homes	210	527	104	352
Public Occupancy	4	148	4	393
Rental Dwelling	60	1,552	34	2,882

BUILDING INSPECTIONS				
	JUNE 12	FYTD 12	JUNE 11	FYTD 11
Building	304	3,638	447	4,422
Plumbing/Mechanical	260	3,920	374	4,528
Certificate of Occupancy	12	127	17	272

DANGEROUS BUILDINGS/DEMOLITION STATUS

The following buildings were declared dangerous by City Council:

- 123 Blue Beach Drive – Bi-weekly inspections occurred in May, property is improving, and pool is in compliance.
- 14 South Queen Street – Council approved on June 11th to give owner 30 days to demolish the structure
- 118 N Ann Ave – Council approved on June 11th to give the owner 30 days to demolish the structure.
- 171 Orchard Avenue – Council approved on June 25th to give owner 30 days to demolish the structure.
- 488 North East Avenue – Council granted on June 25th to allow the bank an additional 90 days to make repairs to the structure.
- 827 Townsend Boulevard – The homeowner was granted an additional 30 days to make repairs to the pool from Council on June 25th.

During the Month of June staff registered an additional 63 structures as a vacant building bringing the total number of active vacant buildings within the City to 425. Staff also collected in June $6,500.00 in registration fees for a total of $14,750 for 2012.

DOWNTOWN DOVER PARTNERSHIP

- June started off with the Grand Opening of Capital Shoe Repair at 237 W. Loockerman Street on June 1st.
- June's "First Friday" featured DJ Alex Vaughan and representatives from the Dover Library who launched the Summer Reading Program.
- The Design Committee approved a $2,500 facade grant for Zuha Trend located at 207 W. Loockerman Street.
- Ed Perez attended a USDA Rural Development Training on "New Program/Grant Initiatives" hosted by the Central Delaware Chamber of Commerce.
- Bill Neaton and Ed Perez are on the Planning Committee for the Kent Economic Summit on September 27, 2012.
- Ed Perez continues to provide technical and resource development support at the monthly *Kent County Open for Business Program.*
- Beverly Jackson worked with Susan Johnston and Gary Knox to finalize the materials for the *2012 Community Art Project* which will launch in July. More than 30 artists participated in 2011 and we are expanding the program to include a special category for children under age 12.
- The content has been finalized for the kiosk panels to be placed in the Bradford Street and Loockerman Way parking lots with the panels being ordered.
- DDP staff attended the United Way of Delaware's Annual Celebration of Volunteers.
- Thirteen prospective businesses received technical assistance in June – seven (7) for business plan development; four (4) for location; and three (3) for loan referrals.
- Provided continuing technical assistance to eleven (11) downtown merchants.
- Ed Perez is also working with the planning committee for the Capital Celebration on November 28, 2012.
- Ed Perez collaborated with Robin Krawitz from Preservation Delaware to design a master work plan for promoting the Delaware Historic Preservation Tax Credit program throughout the state.

ECONOMIC DEVELOPMENT OFFICE

- Bill Neaton continued to work with Calpine to finalize the terms of their Ground Lease at the Garrison Tract. He is also assisting them with their air permits and emission reduction credits. Bill discussed with Calpine's potential EPC a ground lease for Lot 6 at the Garrison Tract.
- Bill Neaton met with Jim Waddington to discuss possible locations for a watch repair business for disabled veterans.
- Bill Neaton attended a reception at Woodburn with the Governor and Mrs. Markell for Kent County Fund for the Arts.
- Bill Neaton attended an initial meeting with the Greater Dover Committee personnel, City of Dover staff, and Wells Fargo to discuss the application for a planning grant to improve housing in the downtown area.
- Bill Nation met with officials from Bayhealth and the Delaware Health Facility Authority to discuss refinancing of Bayhealth's Revenue Bonds.

Measures:

1. Maintain an unemployment rate for the City of Dover that is lower than national and state averages.

	2009-2010 Actual	**2010-2011 Actual**	**2011-2012 Projected**
Results	<10% rate in July 2010 9.5% - U.S. Rate 8.5% - DE Rate 9.9% - City of Dover Rate July 2010 – Actual	<10% unemployment rate in July 2011 9.2 % - U.S. Rate 8.0 % - DE Rate 9.9% - City of Dover Rate June 2011 – Actual	<10% unemployment rate in July 2012 8.2% - U.S. Rate 6.8 % - DE Rate 7.9% - City of Dover Rate May 2012 – Actual

2. Monitor number of contacts with small businesses and with out-of-town companies interested in locating in Dover.

	2009-2010 Actual	**2010-2011 Actual**	**2011-2012 Projected**
Results	≥20 contacts with potential small businesses; **11 contacts YTD** ≥15 contacts with out-of-town companies interested in locating in Dover. **8 contacts YTD**	≥20 contacts with potential small businesses; **12 contacts YTD** ≥15 contacts with out-of-town companies interested in locating in Dover. **10 contacts YTD**	≥20 contacts with potential small businesses; **10 Contacts YTD** 11 contacts with out-of-town companies interested in locating in Dover **9 Contacts YTD**

Submitted by:

Ann Marie Townshend

Ann Marie Townshend, AICP
Planning & Community Development Director

DOVER
FIRE DEPARTMENT



JUNE
2012

Incident Type Report (Summary)

Dover Fire Department

Date Range: From 06/01/2012 to 06/30/2012

Incident Type		Count	Pct of Incidents	Total Est Loss	Total Est Loss
1 Fire					
111 Building fire		3	3.37%	$0	0.00%
113 Cooking fire, confined to container		2	2.25%	$0	0.00%
118 Trash or rubbish fire, contained		1	1.12%	$0	0.00%
131 Passenger vehicle fire		1	1.12%	$0	0.00%
140 Natural vegetation fire, other		2	2.25%	$0	0.00%
141 Forest, woods or wildland fire		1	1.12%	$0	0.00%
142 Brush or brush-and-grass mixture fire		2	2.25%	$0	0.00%
150 Outside rubbish fire, other		1	1.12%	$0	0.00%
151 Outside rubbish, trash or waste fire		1	1.12%	$0	0.00%
	Totals	**14**	**15.73%**	**$0**	**0.00%**
2 Overpressure Rupture, Explosion, Overheat(no fire)					
	Totals	**0**	**0.00%**	**$0**	**0.00%**
3 Rescue & Emergency Medical Service Incident					
311 Medical assist, assist EMS crew		1	1.12%	$0	0.00%
321 EMS call, excluding vehicle accident with injury		1	1.12%	$0	0.00%
322 Motor vehicle accident with injuries		1	1.12%	$0	0.00%
350 Extrication, rescue, other		1	1.12%	$0	0.00%
353 Removal of victim(s) from stalled elevator		1	1.12%	$0	0.00%
	Totals	**5**	**5.62%**	**$0**	**0.00%**
4 Hazardous Condition (No Fire)					
400 Hazardous condition, other		1	1.12%	$0	0.00%
411 Gasoline or other flammable liquid spill		2	2.25%	$0	0.00%
	Totals	**3**	**3.37%**	**$0**	**0.00%**
5 Service Call					
500 Service Call, other		5	5.62%	$0	0.00%
510 Person in distress, other		2	2.25%	$0	0.00%
531 Smoke or odor removal		2	2.25%	$0	0.00%
551 Assist police or other governmental agency		1	1.12%	$0	0.00%
561 Unauthorized burning		2	2.25%	$0	0.00%
571 Cover assignment, standby, moveup		4	4.49%	$0	0.00%
	Totals	**16**	**17.98%**	**$0**	**0.00%**
6 Good Intent Call					
600 Good intent call, other		4	4.49%	$0	0.00%
641 Vicinity alarm (incident in other location)		1	1.12%	$0	0.00%
671 HazMat release investigation w/no HazMat		2	2.25%	$0	0.00%
	Totals	**7**	**7.87%**	**$0**	**0.00%**
7 False Alarm & False Call					
700 False alarm or false call, other		17	19.10%	$0	0.00%
710 Malicious, mischievous false call, other		2	2.25%	$0	0.00%
715 Local alarm system, malicious false alarm		1	1.12%	$0	0.00%
730 System malfunction, other		2	2.25%	$0	0.00%
731 Sprinkler activation due to malfunction		1	1.12%	$0	0.00%
735 Alarm system sounded due to malfunction		7	7.87%	$0	0.00%
740 Unintentional transmission of alarm, other		1	1.12%	$0	0.00%
743 Smoke detector activation, no fire - unintentional		5	5.62%	$0	0.00%

Incident Type Report (Summary)

Dover Fire Department

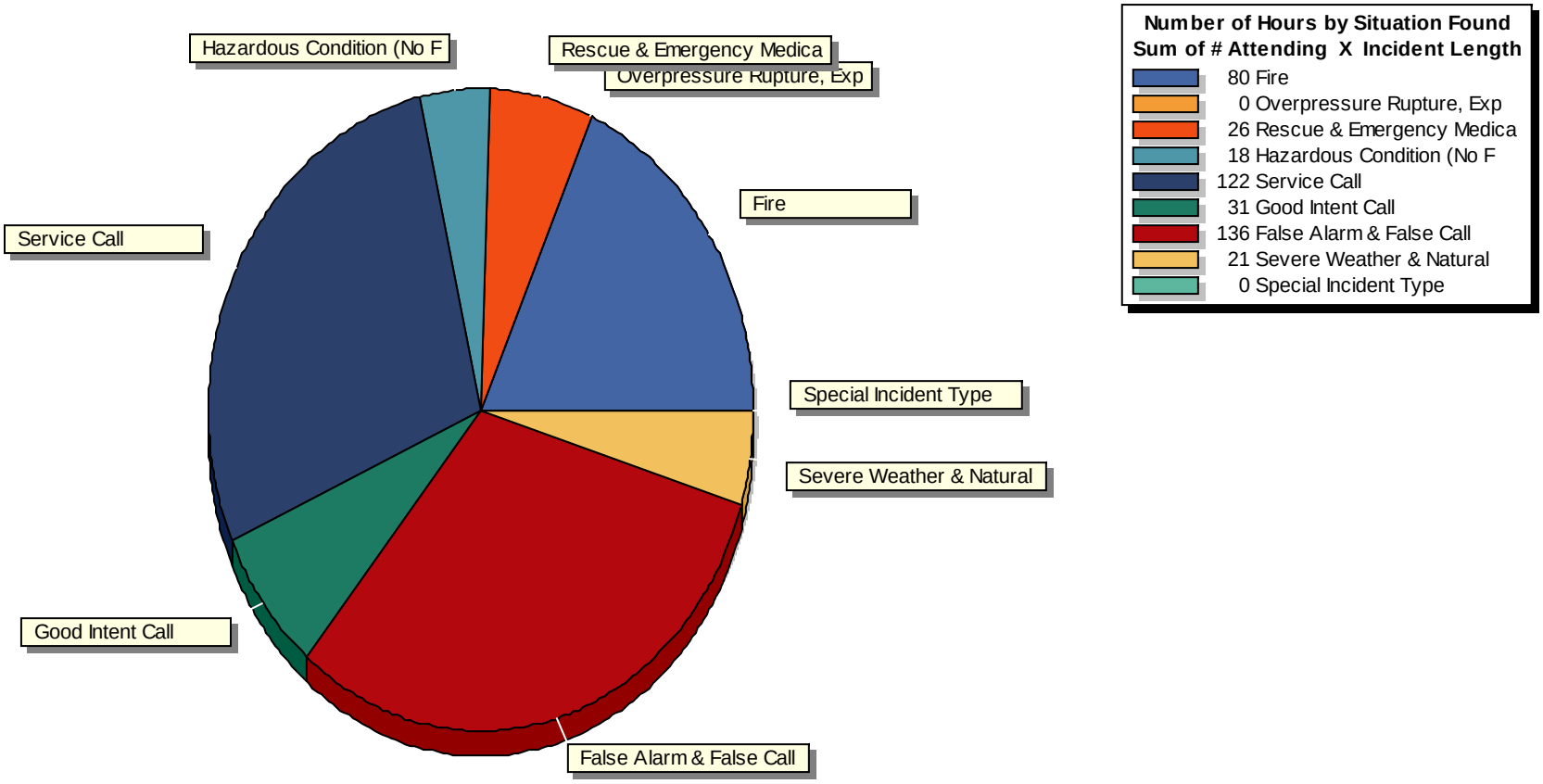
Date Range: From 06/01/2012 to 06/30/2012

Incident Type		Count	Pct of Incidents	Total Est Loss	Total Est Loss
745 Alarm system activation, no fire - unintentional		1	1.12%	$0	0.00%
	Totals	**37**	**41.57%**	**$0**	**0.00%**
8 Severe Weather & Natural Disaster					
800 Severe weather or natural disaster, other		7	7.87%	$0	0.00%
	Totals	**7**	**7.87%**	**$0**	**0.00%**
9 Special Incident Type					
	Totals	**0**	**0.00%**	**$0**	**0.00%**
	Totals	**89**		**$0**	

Manpower Hours by Sitation Found

Date Range: From 06/01/2012 to 06/30/2012

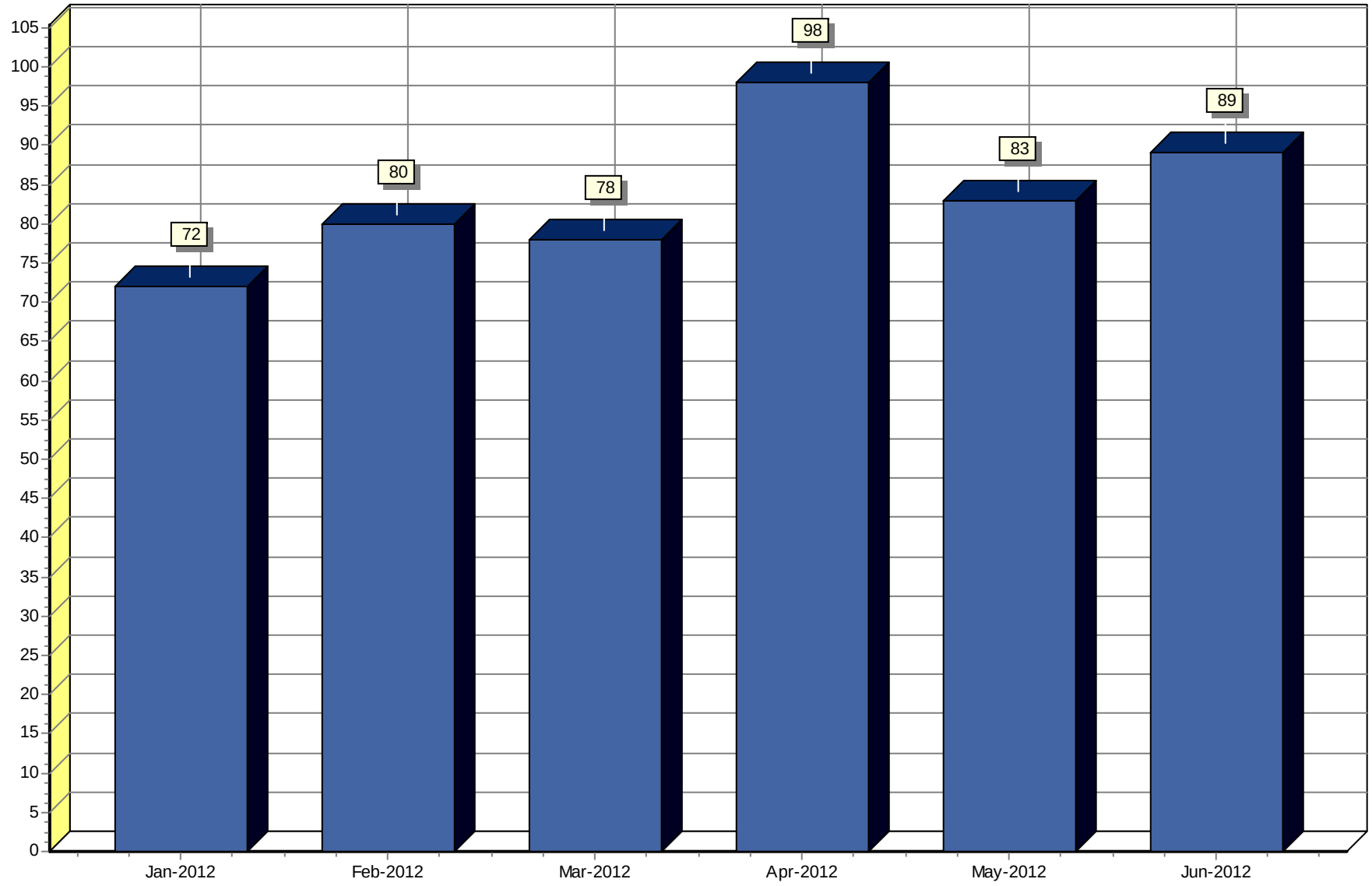
Dover Fire Department



Alarms by Month of Year

Dover Fire Department

Date Range: From 01/01/2012 to 06/30/2012



Incident Run Log

Dover Fire Department

Date Range: From 06/01/2012 to 06/30/2012
Company: All Companies
Sorted by: Incident Number

Date	FDID	Incident#	Alarm	###	Address	Suite	Type
06/01/2012	30046	2012-000413	03:36	910	WHATCOAT DR		False alarm or false call, other
		DFD responded to the above address in reference to an alarm activation. On arrival, crews checked the building and met with negative results. No further action taken.					
06/01/2012	30046	2012-000414	12:51	1200	N DUPONT HWY		Alarm system sounded due to malfunction
		CAPTAIN CAREY COMPLETED A WALK THROUGH OF THE BUILDING WITH NEGATIVE RESULTS. CONSTRUCTION WORK IN THE BUILDING WAS BELIEVED TO BE THE CAUSE. THE BUILDING WAS PLACED ON FIRE WATCH AND THE SCENE WAS TURNED OVER TO FM2.					
06/01/2012	30046	2012-000415	13:42	1200	N DUPONT HWY		Alarm system sounded due to malfunction
		CAPTAIN CAREY COMPLETED A WALK THROUGH OF THE BUILDING WITH NEGATIVE RESULTS. CONSTRUCTION WORK IN THE BUILDING WAS BELIEVED TO BE THE CAUSE. THE BUILDING WAS PLACED ON FIRE WATCH AND THE SCENE WAS TURNED OVER TO FM2.					
06/01/2012	30046	2012-000416	13:48	1131	N DUPONT HWY		Medical assist, assist EMS crew
		ASSIST DOVER DOWNS EMS WITH A SICK PERSON. UNITS MADE CONTACT AND TURNED CARE OVER TO EMS.					
06/01/2012	30046	2012-000417	17:19	1131	N DUPONT HWY		Service Call, other
		ASSISTED DOVER DOWNS SECURITY WITH WASHING BLOOD AWAY FROM A MEDICAL SCENE.					
06/01/2012	30046	2012-000418	17:31	314	MOCKINGBIRD AVE		HazMat release investigation w/no HazMat
		On arrival resident advised there was strong odor of Propane gas that was in the area but had not dissipated. Crews checked the area with negative results.					
06/01/2012	30046	2012-000419	18:32	1300	S FARMVIEW DR	B	Local alarm system, malicious false alarm
		Pull station at the front door					
06/01/2012	30046	2012-000420	22:56	1441	N DUPONT HWY		Alarm system sounded due to malfunction
		CREWS COMPLETED A WALK THROUGH OF THE BUILDING WITH NEGATIVE RESULTS. WATER LEAKING IN FROM THE ROOF WAS BELIEVED TO BE THE CAUSE. UNITS CLEARED AND THE SCENE WAS TURNED OVER TO FM 1 AND BUILDING MAINTENANCE.					
06/02/2012	30046	2012-000421	01:11	110	S NEW ST		Good intent call, other
		Call for a 1st floor smoke detector activation. Upon arrival, crews found the detector activated just inside the front door. Believe the alarm was set off from smoking on the front porch.					
06/02/2012	30046	2012-000422	05:19	152	S STATE ST		Sprinkler activation due to malfunction
		On arrival found a water flow alarm in 152 S State Street. Crews checked the building with negetive results.					
06/02/2012	30046	2012-000423	21:41	1131	N DUPONT HWY		Outside rubbish, trash or waste fire
		Dispatched to a trash can fire in lot 10 row 1021. Upon arrival, extinguished same					
06/02/2012	30046	2012-000424	21:45	1131	N DUPONT HWY		Forest, woods or wildland fire
		Dispatched to a tree on fire in Lot 2. Upon arrival, found a Chinese lantern approx 50' up in a tree. it had been on fire but had since burnt itself out. No actions required					
06/03/2012	30046	2012-000425	11:06	1131	N DUPONT HWY		EMS call, excluding vehicle accident with injury
		Dispatched to assist EMS with a subject with SOB. Upon arrival, AC Whitt assisted with pt care and turned over care to ALS					
06/03/2012	30046	2012-000426	12:44	1131	N. DUPONT HWY.		Brush or brush-and-grass mixture fire
		Dispatched to a mulch fire at the Rollins Center. While en route, a gator unit went on scene and extinguished the mulch. No services rendered by this department					
06/03/2012	30046	2012-000427	22:58	465	COUNTRY DR		Smoke detector activation, no fire - unintentional
		On arrival found a fire extinguisher had been activated in the hallway which activated the fire alarm. Crews checked the building with negetive results.					
06/04/2012	30046	2012-000428	13:42	1206	ANDREW DR		Trash or rubbish fire, contained
		Fire in the rear of truck cab. Fire out upon arrival. Resident used small extinguisher.					
06/04/2012	30046	2012-000429	21:02	277	N. Dupont Hwy		Brush or brush-and-grass mixture fire
		Dispatched to a small fire behind AC Moore. Upon arrival, found a small area of active fire in the under brush by the "D" side of the complex. Extinguished same. Cleared the scene.					
		User: O'Connor, Jr., Michael 06/04/2012 21:25:50					
06/05/2012	30046	2012-000430	04:52	26	N. GOVERNORS		Building fire
		On the above date and time Dover Fire Department was alerted for report of trash on fire at the rear of the residence. E4 went responding under the direction of Capt. Hall . While enroute it was updated that the trash had caught the back door of the residence on fire. E4 used the alley between N. Governors Ave and N New St for access. E4 arrived and found a 2 1/2 story residence with fire at the rear and smoke showing from the first floor. E4 placed an 1 3/4 line into service and crews entered the rear extinguishing a small amount of fire around the door frame as well as the back of the residence inside. L1 arrived and there crew was directed to search the residence as well as the attached residence for occuppants. Primary and Secondary searches were negative and all residents were accounted for. Fire was knocked down in approx 10 min and crews remained on scene for overhaul. Units remained on scene for approx 1 hour and the scene was turned over to FM-1 for investigation.					

Date	FDID	Incident#	Alarm	###	Address	Suite	Type
					Units responding were E4, L1, Dover Police, FM-1, FM-4.		
06/05/2012	30046	2012-000431	08:06	1202	WHITEOAK RD		System malfunction, other
					Dispatched to above address for a AFA. Upon arrival found a back door to the basement unlocked, made entry and found a subject that was living there. Dover FM2 on scene and turned the subject over to him. Checked first floor and cleared.		
06/05/2012	30046	2012-000432	20:34	482	SUNSET DR		HazMat release investigation w/no HazMat
					On arrival the resident at 482 Sunset Drive advised he was standing outside when he noticed a strong odor of Natural gas. Crews checked the area with negetive results.		
06/06/2012	30046	2012-000433	09:08	135	QUAIL HOLLOW DR		Service Call, other
					DFD assisted the medics with llifting a 600 pound plus person.		
06/06/2012	30046	2012-000434	13:52	411	S QUEEN ST		False alarm or false call, other
					DFD responded to the above address in reference to an alarm activation. Crews checked the building and met with negative results.		
06/06/2012	30046	2012-000435	19:56	472	BARRISTER PL		Building fire
					On arrival found fire showing from the charlie side on division 2. Engine 4 took the hydrant in front of the South Little Creek Shoping Center and advanced an 1-3/4 line into the structure. Crew found a second floor rear bed room in volved with extention into the hallway. Crew extinguished same. Ladder 2 performed a search and horizontal ventilation. Engine 7 threw ground ladders and checked for extention to the B and D exposure with Rescue 1's crew. Ladder 1 was assigned the RIT and assisted with salvage and overhaul. Scene turned over to FM-1 and all units cleared.		
06/07/2012	30046	2012-000436	08:49	1113	S STATE ST		Smoke detector activation, no fire - unintentional
					On arrival found painters spraying and sanding on the third floor. Smoke detectors where not covered prior to beginning their work. Dover 17 cleared. FM -4 Notified. Alarm was put on test for the rest of the day while contstruction was taking place.		
06/07/2012	30046	2012-000437	14:50	89	KINGS HWY		Removal of victim(s) from stalled elevator
					Call for a subject stuck in the elevator with no injuries. Second call reporting subject was out of the elevator. Call was canceled.		
06/07/2012	30046	2012-000438	16:37	103	MONT BLANC BLVD		Smoke or odor removal
					Brush 9 responded to the above address in reference to a mulch fire. On arrival, investigation revealed the fire was extinguished. The booster line was placed in service to wet down the area. No further action taken.		
06/07/2012	30046	2012-000439	21:26	1200	N DUPONT HWY		Alarm system sounded due to malfunction
					Arrived on scene, DSU PD advised there was a fire alarm activation in the building. DSU PD had walked the buidling with negetive results. DSU reset the alarm and Dover 17 cleared.		
06/08/2012	30046	2012-000440	06:03	1200	N DUPONT HWY		Alarm system sounded due to malfunction
					Dust from construction workers re molding the building set off the detectors. Crews completed a walk through of the building and units cleared. The scene was turned over to dsu police.		
06/08/2012	30046	2012-000441	12:25	1450	N DUPONT HWY	0587	Unintentional transmission of alarm, other
					PULL STATION ACTIVATED BY ELDERLY SUBJECT ACCIDENTLY.		
06/08/2012	30046	2012-000442	12:55	140	N GOVERNORS BLVD		Passenger vehicle fire
					Dispatched to a vehicle fire at the above location. Upon arrival, found a full size Dodge Ram pick-up with the interior cabin fully involved. Crews placed a 1-3/4" attack line in service and extinguished same. The hood of the vehicle was raised and the battery was secured. Scene was turned over to the home owner, Delaware State Police was made aware of the incident. (Vehicle owner relates that he noticed his truck on fire as he was passing the Safeway/Target shopping center in Dover. He thought he could make it home in time to extinguish the fire with his garden house. Once at his house, he realized he had no water from the hose, 911 was activated. User: O'Connor, Jr., Michael 06/08/2012 14:04:31		
06/09/2012	30046	2012-000443	21:06		CEDAR CHASE DR		Gasoline or other flammable liquid spill
					Dispatched to a washdown from a 2 vehicle MVC. Upon arrival A43 on scene doing pt care. Blocked roadway with C2 and B9. Washed down heavy material with water then put down sta-dry. Cleared.		
06/10/2012	30046	2012-000444	13:22	725	S QUEEN ST		False alarm or false call, other
					DFD responded for an alarm activation. Crews checked the building and met with negative results.		
06/10/2012	30046	2012-000445	13:50		SR 1 NB		Motor vehicle accident with injuries
					Dispatched to a reported serious MVC in the north bound lanes of SR-1, possibly by mile marker 59. Engine for arrived on scene in the south bound lane adjacent to the scene in the north bound lane. Command was established and units were advised the best route of travel would be north bound from the air base main gate. There was a mini-van on it's passenger side on the east side of the roadway. There were multiple patients in various stages on the side of the road. Some walking wounded, some laying supine in the grass. After assessing the situation, a level ! MVC was declared. R-1 arrived on scene and along with E4's crew began to triage patients and treating the priorities first. ALS arrived on scene and was advised they had a possibility of 8 patients. The Fire Chief arrived on scene and secured a LZ for both inbound aviation units. Additional BLS units were requested. ALS completed the triage portion of the incident and determined transport priorities. As patients were packaged and ready, they were placed in the next available BLS unit with no delays in transport. Aviation arrived on scene (both units) and were utilized. All patients were prepped and transported with 30 minutes of the first units arrival. A total of 12 patients were transported from the scene by either ground or aviation units. The scene was placed under control and turned over to the Delaware State Police. The northbound lane of SR-1 was shutdown at Exit 95. All northbound traffic was diverted down Rt 9. User: O'Connor, Jr., Michael 06/10/2012 15:53:37		
06/10/2012	30046	2012-000446	17:05	107	N STATE ST		False alarm or false call, other
					DFD responded to the above address in reference to an alarm activation. Crews checked the building and met with negative results.		
06/10/2012	30046	2012-000447	17:47	14	FAIR WIND PL		Service Call, other

Date	FDID	Incident#	Alarm	###	Address	Suite	Type
	Assist EMS.						
06/11/2012	30046	2012-000448	06:21	1180	WALKER RD		Cooking fire, confined to container
	Unattended cooking was the cause of the alarm activation at the above address. Crews completed a walk through and cleared.						
06/11/2012	30046	2012-000449	06:31	1200	N DUPONT HWY		False alarm or false call, other
	Construction workers on scene set the alarm off with spary paint.Crews completed a walk through and turned the scene over to DSU police.						
06/11/2012	30046	2012-000450	09:09	1200	N DUPONT HWY		False alarm or false call, other
	AFA at Mishoe Tower. Negative results.						
06/11/2012	30046	2012-000451	17:19	18	FREEDOM DR		Good intent call, other
	REPORTED AS UNKNOWN ODOR. NOTHING FOUND.						
06/12/2012	30046	2012-000452	09:48	430	COLLEGE RD	500	Smoke detector activation, no fire - unintentional
	Call for a zone 10 general fire alarm. Upon arrival, crews found contractors working in the building, dust set off the detector. DSU security on scene.						
06/13/2012	30046	2012-000453	06:29	1133	S LITTLE CREEK RD		Person in distress, other
	DFD responded to the above address in reference to a tree across a trailer. On arrival, crews removed a protion of the tree limb to allow the occupant access/egress from the trailer. The home owner was advised to contact management to have the remaining tree removed.						
06/13/2012	30046	2012-000454	07:28	365	N DUPONT HWY		Smoke detector activation, no fire - unintentional
	Pest control on scene. Smoke detector in rear of rest set off						
06/14/2012	30046	2012-000455	21:48	26	KENTWOOD DR		Hazardous condition, other
	Crews found a 20lb propane tank connected to a over sized propane tank next to the above address. Crews removed the 20lb tank and advised the home owner of the dangers of his doing. A message was left for staats gas company to come check there tanks in the morning. Neigbhors were advised to contact tbe management of the park in the morning to advise them of this on going problem.						
06/14/2012	30046	2012-000456	23:07	101	W LOOCKERMAN ST		Person in distress, other
	R1's crew located a Roxann Edwards 7/3/65 locked in a womans bathroom on the second floor of 101 W Loockerman St. Crew removed the female using a hydro ram. minamal damage was done to door. Writer left a note on the bathroom door to contact Dover Fd when maintenance arrives in the morning.						
06/16/2012	30046	2012-000457	05:52	351	LONG ISLAND CT		Malicious, mischievous false call, other
	First floor pull station activation was found by the crews on their walk through of the building. Unknown reason why the alarm was pulled. Units silenced the alarm and cleared.						
06/17/2012	30046	2012-000458	20:59	51	WEBBS LN	F	Cooking fire, confined to container
	DFD responded to the above address in reference to an alarm activation. On arrival, crews located unattended cooking in apartment F-8. Positive pressure fan was placed in service to remove the smoke. No further action taken.						
06/18/2012	30046	2012-000459	10:12	1200	N DUPONT HWY		False alarm or false call, other
	Alarm received at DSU but confirmed contractors activated the alarm. DSU PD on scene and no fire department apparatus responded.						
06/20/2012	30046	2012-000460	15:28	95	WOLF CREEK BLVD	2-1	Natural vegetation fire, other
	Call for mulch on fire in the area of 95 Wolf Creek Blvd. Brush 9 responded and extinguished the same.						
06/20/2012	30046	2012-000461	18:15	1110	S. LITTLE CREEK RD.		Alarm system sounded due to malfunction
	On arrival found a AFA malifunction front door pull station. Crews checeked the building with negative results.						
06/21/2012	30046	2012-000462	04:02	1200	N DUPONT HWY		Good intent call, other
	FIRE ALARM ACTIVATION/SECURITY ON SCENE ADVISED EVERYTHING WAS UNDER CONTROL.						
06/21/2012	30046	2012-000463	14:23	1225	WALKER RD		False alarm or false call, other
	Engine 6 responded to the above location in reference to an alarm activation. Crews checked the building and met with negative results.						
06/21/2012	30046	2012-000464	21:39	2070	CRYSTAL RD		Cover assignment, standby, moveup
	DFD responded to 2070 Crystal Road to assist station 51 with a garage fire. Crews assisted with overhaul and then cleared.						
06/22/2012	30046	2012-000465	07:18	1	N AMERICAN AVE		Outside rubbish fire, other
	Mulch extinguished by bystanders						
06/22/2012	30046	2012-000466	11:16	1200	N DUPONT HWY		System malfunction, other
	Call for a zone 4 general fire alarm at Conrad Hall. Due to the complex being on fire watch, dispatch contacted DSU security and FM4.						
06/22/2012	30046	2012-000467	14:14	1	DOVER HALL		Smoke or odor removal
	Brush 9 responded to the above area in reference to a mulch fire. Crews checked the area with negative results.						
06/22/2012	30046	2012-000468	21:58	200	E CAMDEN WYOMING AVE		Cover assignment, standby, moveup
	Engine 6 responded to Station 41 for a one piece engine standby.						
06/23/2012	30046	2012-000469	10:20	353	N GOVERNORS AVE		Smoke detector activation, no fire - unintentional
	Dispatched to above address for a AFA. Upon arrivl crew from E6 found the alarm had gone off for unattended cooking, no fire. Cleared.						
06/23/2012	30046	2012-000470	17:43	200	E CAMDEN WYOMING AVE		Cover assignment, standby, moveup
	Dispatched to above address for a standby.						
06/23/2012	30046	2012-000471	23:20	1300	S FARMVIEW DR	F	Alarm system activation, no fire - unintentional
	Dispatched to above address for a AFA. Upon arrival found detector outside of apt. F31 had activated. Cleared no one from maintenance on scene, alarm still sounding.						
06/24/2012	30046	2012-000472	07:00	1030	FORREST AVE		Natural vegetation fire, other

Date	FDID	Incident#	Alarm	###	Address	Suite	Type
06/24/2012	30046	2012-000473	18:08	625	NIMITZ RD		False alarm or false call, other
		DFD responded to the above address in reference to an alarm activation. On arrival, the home owner advised there was not a problem. No action taken.					
06/25/2012	30046	2012-000474	01:06	800	OTIS DR		False alarm or false call, other
		Alarm system sounded due to a loss of power from the thunderstorm in the area.					
06/25/2012	30046	2012-000475	01:26	812	SUNSET TERR		Good intent call, other
		On arrival owner advised they smelled smoke on the second floor after the power went out during the thunderstorm. Residents was checked with negative results.					
06/25/2012	30046	2012-000476	12:41		BAY RD		Extrication, rescue, other
		Dispatched to above address for a MVC rollover. While en route DAFB Sta 58 and KM5 was on scene and confirmed no entrapment and under control. Returned all units.					
06/25/2012	30046	2012-000477	19:35	768	SLAUGHTER ST		Assist police or other governmental agency
		Rescue 1 responded under direction of writer. Crews assisted ME office and Dover PD with a confirmed DOA. Body was loaded and positive pressure was used on residence to eliminate the odor. Scene turned over to Dover PD .					
06/26/2012	30046	2012-000478	07:34	650	S GOVERNORS AVE		False alarm or false call, other
		ALARM WAS SET OFF BY EMPLOYEE ENTERING THE WRONG ENTRY CODE. WRITER COMPLETED A WALK THROUGH OF THE BUILDING AND CLEARED.					
06/26/2012	30046	2012-000479	11:28	238	PRESIDENT DR		Building fire
		Engine 6 arrived on scene of a 1 story single family dwelling with a small attic fire. E6's crew found a small attic fire above the light fixture in the kitchen. E6's crew quickly extingushed the fire with a 1 3/4 handline using approxmitly 50 gallons of water. Rde Cross was contacted for the victims and the scene was turned over to FM19.					
06/26/2012	30046	2012-000480	12:30	889	S LITTLE CREEK RD		Gasoline or other flammable liquid spill
		Provided five buckets of stay dry for a Dodge pick up leaking fuel in the parking lot. Per the vehicle owner we contacted Pughs towing to have the vehicle taken to Holden Dodge.					
06/27/2012	30046	2012-000481	07:50	1110	S. LITTLE CREEK ROAD		Alarm system sounded due to malfunction
		On arrival found a oulll station malifunction at the front door. Crew checked the building negative results.					
06/28/2012	30046	2012-000482	12:31	401	FEDERAL ST		Service Call, other
		DFD responded to the above location in reference to a washdown. Crews secured the area and cleared.					
06/28/2012	30046	2012-000483	14:56	1564	S STATE ST		Unauthorized burning
		DFD responded to the above area in reference to smoke in the area. Engine 6 arrived and located the issue in the rear of 69 McDaniel Rd. The home owner was burning misc items in a pit . The fire was extinguished and DNREC was notified and responded to the scene.					
06/29/2012	30046	2012-000484	00:57	413	COURT ST	B	False alarm or false call, other
		DFD responded to the above location in reference to an alarm activation. Crews checked the building and met with negative results.					
06/29/2012	30046	2012-000485	10:43	311	MAIN ST		Cover assignment, standby, moveup
		Stand By Station 54. Due to manpower, 54-15 was ok with holding a crew at Dover station 1. Station 54 was on a Haz Mat assist with station 42.					
06/29/2012	30046	2012-000486	11:02	204	WESTOVER DR		Vicinity alarm (incident in other location)
		Call for a hallway smoke detector activation. Crews arrived on scene and found unattended cooking.					
06/29/2012	30046	2012-000487	18:00	1225	WALKER RD		False alarm or false call, other
		Detector 22 malfunctioned for a unknown reason. Writer completed a walk through of the bulding and cleared. The alarm was silenced prior to our arrival.					
06/29/2012	30046	2012-000488	20:26	1061	S LITTLE CREEK RD		Unauthorized burning
		DFD responded to the area of 1061 S. Little Creek Rd in reference to a field fire. Units arrived and observed a small area that had burned but was extinguished. No action taken.					
06/29/2012	30046	2012-000489	23:02	97	COMMERCE WAY	101	False alarm or false call, other
		DFD responded to the above location in reference to an alarm activation. On arrival, contacted a subject on scene who was cleaning. She advised as she was cleaning, a picture fell from the wall and struck a pull station. No action taken.					
06/29/2012	30046	2012-000490	23:22	202	AMERICAN AVE.		Service Call, other
		Engine 6 responded to the above location in reference to an elderly subject needing assistance with her alarm system. Crew from E6 removed the smoke detector and advised the home owner to purchase a new detector. No further action taken.					
06/30/2012	30046	2012-000491	00:39	974	ROSE VALLEY SCHOOL ROAD		Severe weather or natural disaster, other
		DFD responded to the above area in reference to trees and wires down due to a recent storm. Engine 2 arrived and secured the area, awaiting electric department. No further action taken					
06/30/2012	30046	2012-000492	00:54	839	TOWNSEND BLVD		Severe weather or natural disaster, other
		DFD responded to the above location in reference to a electrical hazard. Engine 6 arrived and located a tree that fell into the power lines causing sparks. City electric responded and secured the problem.					
06/30/2012	30046	2012-000493	00:56	20	N KIRKWOOD ST		Severe weather or natural disaster, other
		DFD responded to the above location in reference to a tree into the residence. Engine 7 arrived and located a large tree on the ground next to the residence. Engine 7 officer advised a portion of the tree struck the residence but the main portion fell into the street. No action taken.					
06/30/2012	30046	2012-000494	01:09	1558	FORREST AVE		Severe weather or natural disaster, other
		DFD responded to the above area in reference to wires down due to a recent storm. Crews determined same to be telephone lines and cleared.					

Date	FDID	Incident#	Alarm	###	Address	Suite	Type
06/30/2012	30046	2012-000495	01:12	768	MILLER DR		Severe weather or natural disaster, other
	Incident was related to 839 Townsend Blvd, #492.						
06/30/2012	30046	2012-000496	01:17	100	WASHINGTON ST		False alarm or false call, other
	Engine 6 responded to the above location in reference to an alarm activation. Crews checked the building and met with negative results. The alarm panel displayed trouble. No further action taken.						
06/30/2012	30046	2012-000497	01:24	65	WASHINGTON ST		Severe weather or natural disaster, other
	Engine 6 located a tree into a vacant residence. Public works was notified, no further action taken.						
06/30/2012	30046	2012-000498	02:10	1572	N DUPONT HWY		False alarm or false call, other
	Engine 6 responded to the above address in reference to an alarm activation. Crews checked the building and met with negative results.						
06/30/2012	30046	2012-000499	04:24	1014	ROSE VALLEY SCHOOL RD		Severe weather or natural disaster, other
	Electrical wires in the roadway from a tree knocking them down. The roadway was shut down and the scene was turned over to del dot.						
06/30/2012	30046	2012-000500	15:10	103	MONT BLANC BLVD		Malicious, mischievous false call, other
	DFD responded to the above location in reference to an alarm activation. On arrival, crews determined that a subject on scene had set off the system without notification. No further action taken.						
06/30/2012	30046	2012-000501	23:46	288	TRAFALGAR DR		False alarm or false call, other
	DFD responded to the above address in reference to an alarm activation. Crews checked the residence and met with negative results.						

Total Incidents: 89

FY 11-12 City Funded Account Balance Sheet

ACCOUNT	BUDGET	SPENT	BALANCE
Apparatus Repairs & Maintenance	$ 62,000.00	$ 62,000.00	$ -
Gasoline	$ 19,050.00	$ 19,050.00	$ -
Medical Supplies	$ 700.00	$ 679.07	$ 20.93
Other Equipment Repairs	$ 3,000.00	$ 3,000.00	$ -
Program Expenses	$ 36,630.00	$ 36,517.13	$ 112.87
Radio Repairs	$ 2,000.00	$ 2,000.00	$ -
Safety & Security	$ 2,150.00	$ 2,123.95	$ 26.05
Small Tools	$ 4,800.00	$ 4,800.00	$ -
Uniforms & Firefighting Gear	$ 26,100.00	$ 26,100.00	$ -
Building Expenses- Electricity	$ 51,820.00	$ 51,495.64	$ 324.36
Building Maintenance Supplies	$ 1,650.00	$ 1,619.58	$ 30.42
Heating Expenses- Gas	$ 20,000.00	$ 20,000.00	$ -
Telephone	$ 20,340.00	$ 20,340.00	$ -
Water & Sewer	$ 3,150.00	$ 3,148.77	$ 1.23
Contractual Services	$ 16,587.00	$ 16,587.00	$ -
Training & Travel	$ 8,815.00	$ 8,815.00	$ -
Office Supplies	$ 2,500.00	$2,485.38	$ 14.62

Balance as of: 07/28/12 $ 530.48

*We have a pending electric bill for June of $3,657.73 which will leave us with an overage of $3,127.25

Robbins Hose Company # 1, Inc.
Profit & Loss Detail
June 2012

	Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
Ordinary Income/Expense									
Expense									
Apparatus Repairs & Maintenance									
	Check	06/12/2012	658	Airpower International	Hydro 6 Storage Cylinders		City Fund Account	1,722.80	1,722.80
	Check	06/12/2012	659	Atlantic Emergency Solutions	Invoice- MOR2305MOP		City Fund Account	298.31	2,021.11
	Check	06/12/2012	666	Diamond State Ambulance, Inc.	Whelen Lights for Command Vehicle		City Fund Account	156.00	2,177.11
	Check	06/23/2012	677	Atlantic Emergency Solutions	Kassmaul Battery Charger- Brush 9		City Fund Account	1,206.33	3,383.44
	Check	06/30/2012	680	Atlantic Emergency Solutions	MOR2130MOP- Eng 4		City Fund Account	457.09	3,840.53
	Check	06/30/2012	680	Atlantic Emergency Solutions	MOR2271MOP- Eng 2		City Fund Account	121.55	3,962.08
	Check	06/30/2012	680	Atlantic Emergency Solutions	MOR1673MOP- Eng 2		City Fund Account	125.00	4,087.08
	Check	06/30/2012	683	Delaware Tire	Invoice # 213023- Flat Tire Repair-Command Veh		City Fund Account	28.00	4,115.08
Total Apparatus Repairs & Maintenance								4,115.08	4,115.08
Building Maintenance Supplies									
	Check	06/30/2012	682	City of Dover	10 Bags of Stay Dry		City Fund Account	67.30	67.30
	Check	06/30/2012	693	City of Dover Utility	Acct # 44255-31966		City Fund Account	785.80	853.10
Total Building Maintenance Supplies								853.10	853.10
Contractual Services									
	Check	06/17/2012	673	Robbins Hose Company	Fleet Insurance		City Fund Account	16,587.00	16,587.00
Total Contractual Services								16,587.00	16,587.00
Electricity									
	Check	06/12/2012	663	City of Dover Utility	Acct # 44255-31966		City Fund Account	616.20	616.20
	Check	06/12/2012	664	City of Dover Utility	Acct # 44343-32052		City Fund Account	3,137.39	3,753.59
	Check	06/23/2012	675	City of Dover	Diesel- May		City Fund Account	1,096.40	4,849.99
	Check	06/23/2012	675	City of Dover	Diesel- April		City Fund Account	1,026.72	5,876.71
	Check	06/23/2012	675	City of Dover	Invoice # 6284		City Fund Account	245.12	6,121.83
	Check	06/30/2012	679	Atlantic Emergency Solutions	Repairs to Eng 4		City Fund Account	1,104.41	7,226.24
Total Electricity								7,226.24	7,226.24
Gasoline									
	Check	06/17/2012	674	Witmer Public Safety	Invoice # 1385817		City Fund Account	1,000.00	1,000.00
	Check	06/23/2012	675	City of Dover	Unleaded- May		City Fund Account	109.43	1,109.43
	Check	06/23/2012	675	City of Dover	Unleaded- April		City Fund Account	536.36	1,645.79
Total Gasoline								1,645.79	1,645.79
Heating Expenses- Gas									
	Check	06/12/2012	660	Chesapeake Utilities	Sta 2- 04/15 to 05/25		City Fund Account	89.12	89.12
	Check	06/12/2012	661	Chesapeake Utilities	Sta 1- 05/03 to 06/05		City Fund Account	157.96	247.08
	Check	06/17/2012	674	Witmer Public Safety	Acct # DOVFIR4		City Fund Account	5,440.28	5,687.36
	Check	06/30/2012	681	Chesapeake Utilities	Station 2- 05/25 to 06/26		City Fund Account	51.69	5,739.05
	Check	06/30/2012	689	ESI Equipment, Inc.	CORE 4020UL 5" Cutter		City Fund Account	3,056.45	8,795.50
Total Heating Expenses- Gas								8,795.50	8,795.50
Meidcal Supplies & Physicals									
	Check	06/30/2012	690	Magnum	Invoice # 33197		City Fund Account	495.00	495.00
	Check	06/30/2012	690	Magnum	Invoice # 33283		City Fund Account	98.00	593.00
	Check	06/30/2012	692	Chesapeake Utilities	Station 1- 06/05 to 07/05		City Fund Account	86.07	679.07
Total Meidcal Supplies & Physicals								679.07	679.07
Office Supplies									
	Check	06/12/2012	662	City of Dover	Invoice- 6216		City Fund Account	60.62	60.62
	Check	06/12/2012	668	Firs State Map	2 Kent County Street Maps		City Fund Account	37.98	98.60
	Check	06/23/2012	675	City of Dover	Postage- April & May		City Fund Account	66.60	165.20
	Check	06/23/2012	678	Staples	Monthly Statement		City Fund Account	409.47	574.67
	Check	06/30/2012	684	Priority Dispatch Corporation	Invoice # 77143- Annual Renewal for card sets		City Fund Account	118.50	693.17
	Check	06/30/2012	693	City of Dover Utility	Acct # 44341-32050		City Fund Account	2.50	695.67

Robbins Hose Company # 1, Inc.
Profit & Loss Detail
June 2012

	Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
	Check	06/30/2012	693	City of Dover Utility	Acct # 44253-31964		City Fund Account	38.66	734.33
Total Office Supplies								734.33	734.33
Other Equipment Repairs									
	Check	06/12/2012	665	Delaware Fire & Safety Equipment Co.	Dry Chem refills		City Fund Account	230.00	230.00
Total Other Equipment Repairs								230.00	230.00
Program Expenses									
	Check	06/23/2012	676	Fail Safe Testing	Invoice # 5425		City Fund Account	4,812.50	4,812.50
	Check	06/30/2012	680	Atlantic Emergency Solutions	MOR2446MOP- Eng 6		City Fund Account	233.75	5,046.25
	Check	06/30/2012	680	Atlantic Emergency Solutions	MOR2450MOP- Eng 6		City Fund Account	601.59	5,647.84
	Check	06/30/2012	680	Atlantic Emergency Solutions	MOR1945MOP- Eng 2		City Fund Account	605.29	6,253.13
	Check	06/30/2012	694	Delaware Tire	Ref- 102-213023		City Fund Account	28.00	6,281.13
	Check	06/30/2012	695	Kunkel Auto Supply	Invoice # 056488694- Hyper Wash		City Fund Account	109.22	6,390.35
	Check	06/30/2012	695	Kunkel Auto Supply	Invoice # 056490830- Wash Brush		City Fund Account	65.97	6,456.32
	Check	06/30/2012	696	M&T Bank	Car 15 Oil Change		City Fund Account	39.95	6,496.27
Total Program Expenses								6,496.27	6,496.27
Radio Repairs									
	Check	06/30/2012	688	ESI Equipment, Inc.	Holmatro Tool Mounting- Rescue 1		City Fund Account	1,347.73	1,347.73
Total Radio Repairs								1,347.73	1,347.73
Safety & Security Material									
	Check	06/30/2012	688	ESI Equipment, Inc.	Holmatro Tool Mounting- Rescue 1		City Fund Account	4.32	4.32
	Check	06/30/2012	691	Motorola	Acct # 1036088583 0001		City Fund Account	14.25	18.57
Total Safety & Security Material								18.57	18.57
Telephone									
	Check	06/12/2012	669	Verizon Wireless	Wireless Charges- 04/21 to 05/20		City Fund Account	83.79	83.79
	Check	06/23/2012	675	City of Dover	Verizon- May		City Fund Account	261.89	345.68
	Check	06/23/2012	675	City of Dover	Cavalier- May		City Fund Account	18.50	364.18
	Check	06/23/2012	675	City of Dover	Verizon- April		City Fund Account	264.89	629.07
	Check	06/23/2012	675	City of Dover	Cavalier- April		City Fund Account	17.65	646.72
	Check	06/30/2012	686	Verizon Wireless	Invoice # 6750014528-May 21 to Jun 20		City Fund Account	83.72	730.44
	Check	06/30/2012	687	Atlantic Emergency Solutions	Invoice # MOR2501MOP		City Fund Account	11,164.31	11,894.75
	Check	06/30/2012	688	ESI Equipment, Inc.	Holmatro Tool Mounting- Rescue 1		City Fund Account	2,641.95	14,536.70
Total Telephone								14,536.70	14,536.70
Training & Travel Expenses									
	Check	06/15/2012	671	Delaware State Fire School	Inv- 12-2479		City Fund Account	168.00	168.00
	Check	06/15/2012	671	Delaware State Fire School	Inv- 12-2480		City Fund Account	245.00	413.00
	Check	06/15/2012	671	Delaware State Fire School	Inv- 12-2761		City Fund Account	810.00	1,223.00
	Check	06/15/2012	671	Delaware State Fire School	Inv- 12-2762		City Fund Account	66.00	1,289.00
	Check	06/15/2012	671	Delaware State Fire School	Inv- 12-2882		City Fund Account	100.00	1,389.00
	Check	06/15/2012	671	Delaware State Fire School	Inv- 12-2883		City Fund Account	200.00	1,589.00
	Check	06/15/2012	672	Delaware State Fire School	Inv- 12-2392		City Fund Account	132.00	1,721.00
	Check	06/15/2012	672	Delaware State Fire School	Inv- 12-2393		City Fund Account	132.00	1,853.00
	Check	06/15/2012	672	Delaware State Fire School	Inv- 12-2394		City Fund Account	100.00	1,953.00
	Check	06/15/2012	672	Delaware State Fire School	Inv- 12-2599		City Fund Account	20.00	1,973.00
	Check	06/15/2012	672	Delaware State Fire School	Inv- 12-2662		City Fund Account	25.00	1,998.00
	Check	06/30/2012	691	Motorola	Invoice # 41168022		City Fund Account	1,203.00	3,201.00
Total Training & Travel Expenses								3,201.00	3,201.00
Uniforms									
	Check	06/12/2012	667	DP Fire	Shelby Gloves		City Fund Account	59.00	59.00
	Deposit	06/15/2012	3635		Reimbursement from Greg Parsell-Safety Shoes		City Fund Account	-119.95	-60.95
	Deposit	06/15/2012			Chris Jacobs Safety Shoes Reimbursement		City Fund Account	-200.00	-260.95
	Check	06/15/2012	670	Charles Boyer	Invoice # 219123		City Fund Account	674.82	413.87

Robbins Hose Company # 1, Inc.
Profit & Loss Detail
June 2012

	Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
	Check	06/15/2012	670	Charles Boyer	Invoice # 219120		City Fund Account	172.80	586.67
	Check	06/30/2012	679	Atlantic Emergency Solutions	Invoice # MOR2449MOP		City Fund Account	2,594.92	3,181.59
	Check	06/30/2012	685	Signature Stitches	Dispatcher's Uniforms		City Fund Account	315.00	3,496.59
Total Uniforms								3,496.59	3,496.59
Water/Sewer									
	Check	06/12/2012	663	City of Dover Utility	Act # 44253-31964		City Fund Account	47.70	47.70
	Check	06/12/2012	664	City of Dover Utility	Acct # 44345-32054		City Fund Account	61.25	108.95
	Check	06/12/2012	664	City of Dover Utility	Acct # 44341-32050		City Fund Account	11.54	120.49
	Check	06/30/2012	689	ESI Equipment, Inc.	Invoice # 12-1018		City Fund Account	1,833.55	1,954.04
	Check	06/30/2012	693	City of Dover Utility	Acct # 44345-32054		City Fund Account	76.25	2,030.29
Total Water/Sewer								2,030.29	2,030.29
Total Expense								71,993.26	71,993.26
Net Ordinary Income								-71,993.26	-71,993.26
Net Income								**-71,993.26**	**-71,993.26**

City of Dover

Capital Investment Plan

Project Tracking Report

June 30, 2012 Preliminary

Points to Remember -

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

Current Year Budget Funding Sources	General	Community Transportation	Water & Wastewater	Electric	Total CIP
Budget Balance	$ 78,000	$ 118,588	$ 430,591	$ 360,333	$ 987,512
Library Funding - FY11 Budget Balance	100,962	-	-	87,045	188,007
Federal and/or State Grants	6,894,861	-	-	-	6,894,861
Transfer from Library Foundation	1,455,500	-	-	-	1,455,500
Friends of the Library Donation	210,000	-	-	-	210,000
Kent County Library Contribution	1,000,000	-	-	-	1,000,000
Library Reserve	2,590,784	-	-	-	2,590,784
Construction Loan	1,500,000	-	-	-	1,500,000
Community Transportation Fund - FY11 Balances	-	316,612	-	-	316,612
Revolving Fund Loans	-	-	4,309,821	-	4,309,821
Transfer from Capital Reserves	-	-	-	370,730	370,730
Impact Fees	-	-	867,032	-	867,032
State Community Transportation Funds	-	297,700	-	-	297,700
Transfer Loan Proceeds to CT Fund - Streets	-	-	-	-	-
Transfer from Operating Funds	770,600	-	1,750,000	3,500,000	6,020,600
Interest Earned	10,900	2,800	-	38,400	52,100
Total Funding Sources (Unaudited)	$ 14,611,607	$ 735,700	$ 7,357,444	$ 4,356,508	$ 27,061,259

City of Dover
General Fund - Major CIP Projects
June 30, 2012 Preliminary

	Hide		TOTAL PROJECT - PAST, CURRENT & FUTURE BUDGETS						CURRENT FISCAL YEAR					
	Project Code	Type	Description	Original Project Budget	Latest Project Budget	Project To Date Expenses	Project Budget Balance	% Budget Spent	Current Fiscal Yr. Budget	Revised Fiscal Yr. Budget	Fiscal YTD Expenses	% Budget Spent	Status	Comments
1			**FY2009**											
2	LB0901	M/G	New Library Project	$ 18,200,000	$ 20,469,080	$ 15,511,425	$ 4,957,655	75.8%	$ 11,195,009	$ 13,767,100	$ 11,341,235	82.4%	Started	Bid Pack A - Done. Bid Pack B - 40% Complete/Construction
3			**Totals - FY09**	$ 18,200,000	$ 20,469,080	$ 15,511,425	$ 4,957,655	75.8%	$ 11,195,009	$ 13,767,100	$ 11,341,235	82.4%		
4														
5			**FY2012**											
6	---		Ann FD Truck Payment	$ 244,820	$ 257,720	$ 258,456	$ (736)	100.3%	$ 244,820	$ 257,720	$ 258,456	100.3%		
7	---		Vehicles & Equipment	377,927	365,027	361,992	3,035	99.2%	377,927	365,027	361,992	99.2%	99%	Sweeper received February 2012; Sanitation Bulk Truck due in April 2012
8	PR1201		Roof Replacement @ Dover Park	30,000	30,000	-	30,000	0.0%	30,000	30,000	-	0.0%		Deferred.
9	CT Fund	B/L	Streets & Alleys Program	1,000,000	131,760	132,130	(370)	100.3%	1,000,000	131,760	132,130	100.3%	35%	Concrete work complete on Independence Boulevard and Hazel Road. Site work initiated on North Street Roudabout. Wesley State Street entrance complete.
10	ST1202		Concrete Program	30,000	30,000	29,617	383	98.7%	30,000	30,000	29,617	98.7%	0%	Bids distributed and returned in March
11	ST1203		Streets Dump Truck Refurbishment	30,000	30,000	12,021	17,979	40.1%	30,000	30,000	12,021	40.1%	33%	One Dump Truck refurbished out of three.
12			City Hall Sprinkler System	-	-	-	-	0.0%	-	-	-	0.0%		
13			**Totals - FY12**	$ 1,712,747	$ 844,507	$ 794,216	$ 50,291	94.0%	$ 1,712,747	$ 844,507	$ 794,216	94.0%		
14														
15			**Grand Totals**	$ 19,912,747	$ 21,313,587	$ 16,305,640	$ 5,007,947	76.5%	$ 12,907,756	$ 14,611,607	$ 12,135,450	83.1%		

Legend

M = Multi-year project - a project with a specific schedule to occur over multiple years.
R = Recurring project - a project that begins and ends each fiscal year and is re-budgeted to start over each fiscal year.
G = Grant funded project
B/L = To be financed through bonds or commercial loan;Projects will be completed through CT Fund, therefore the loan proceeds will be transferred from Capital Fund into the Community Transportation Fun

City of Dover
Community Transportation & General Fund Street Funds - Major CIP Projects
June 30, 2012 Preliminary

	Hide			TOTAL PROJECT - PAST, CURRENT & FUTURE BUDGETS					CURRENT FISCAL YEAR					
	Project Code	Type	Description	Original Project Budget	Latest Project Budget	Project To Date Expenses	Project Budget Balance	% Budget Spent	Current Fiscal Yr. Budget	Revised Fiscal Yr. Budget	Fiscal YTD Expenses	% Budget Spent	Status	Comments
1			**FY 2007**											
2	CT0708	M	E. Water Street Brick	$ 65,000	$ 65,000	$ -	$ 65,000	0.0%	$ -	$ -	$ -	0.0%		Specialty contract needed.
3			**Totals**	$ 65,000	$ 65,000	$ -	$ 65,000	0.0%	$ -	$ -	$ -	0.0%		
4														
5			**FY 2009**											
6	CT0977	M	Schutte Parking Lot	$ 21,950	$ 21,950	$ -	$ 21,950	0.0%	$ -	$ -	$ -	0.0%		Deferred
7	CT1165	M	Rte. 13,N. State -Kings Hwy	591,662	591,662	-	591,662	0.0%	-	-	-	0.0%		
	CT1162	M	Library Access Road	-	68,000	68,000	-	0.0%	-	68,000	68,000	100.0%		State paid for whole paving proj
8			**Totals**	$ 613,612	$ 681,612	$ 68,000	$ 613,612	10.0%	$ -	$ 68,000	$ 68,000	100.0%		
9														
10			**FY2012**											
11	CT	M	Street Projects - State Funds	$ 950,000	$ 800,000	$ 130,919	$ 669,081	16.4%	$ 950,000	$ 197,779	$ 130,919	66.2%	35%	Concrete work on Independence Boulevard complete.
12	Various	B/L	Street Projects - General Fund	350,000	1,750,000	25,206	1,724,794	1.4%	350,000	455,560	25,206	5.5%	35%	Concrete work on Hazel complete.
13	CT1201	M	North Street Roundabout	-	500,000	-	500,000	0.0%	-	-	-	0.0%	35%	Site work initiated.
14	TE1201	M	Lincoln Park Center	900,000	900,000	19,358	880,642	0.0%	900,000	14,361	19,358	134.8%	Started	
15			**Totals**	$ 2,200,000	$ 3,950,000	$ 175,482	$ 3,774,518	4.4%	$ 2,200,000	$ 667,700	$ 175,482	8.0%		
16														
17			**Grand Totals**	$ 2,878,612	$ 4,696,612	$ 243,482	$ 4,453,130	5.2%	$ 2,200,000	$ 735,700	$ 243,482	11.1%		

Legend
M = Multi-year project - a project with a specific schedule to occur over multiple years.
R = Recurring project - a project that begins and ends each fiscal year and is re-budgeted to start over each fiscal year.
C = Project funded by combination of CT Funds and General Fund
B/L = To be financed through bonds or commercial loan; Projects will be completed through CT Fund, therefore the loan proceeds will be transferred from Capital Fund into the Community Transportation Fund;

City of Dover
Water/Wastewater Improvement & Extension Fund - Major CIP Projects
June 30, 2012 Preliminary

	Project Code	Type	Description	TOTAL PROJECT - PAST, CURRENT & FUTURE BUDGETS: Original Project Budget	Latest Project Budget	Project To Date Expenses	Project Budget Balance	% Budget Spent	CURRENT FISCAL YEAR: Approved Fiscal Yr. Budget	Revised Fiscal Yr. Budget	Fiscal YTD Expenses	% Budget Spent	Status / % Complete	Comments
1			**FY 2008**											
2	WD0804	M	1.0 MG Elevated Water Storage	$ 4,196,600	$ 2,590,000	$ 31,861	$ 2,558,139	1.2%	$ -	$ 178,916	$ 10,777	6.0%	Started	Option to purchase land agreement under review
3	WD0805	M	Piney Point Well	398,800	665,000	71,643	593,357	10.8%	-	62,319	3,961	6.4%	Started	DNREC permitting ongoing
4	WW0810	M/SL	US 13 East Sanitary Sewer Interceptor	2,376,800	3,022,562	3,232,228	(209,666)	106.9%	-	295,722	286,629	96.9%	100.0%	Complete
5			**Totals - FY08**	$ 6,972,200	$ 6,277,562	$ 3,335,732	$ 2,941,830	53.1%	$ -	$ 536,957	$ 301,367	56.1%		
6														
7			**FY2009**											
8	WQ0905	M/SL	Bayard Avenue	$ 590,910	$ 490,910	$ 541,181	$ (50,271)	110.2%	$ -	$ 259,121	$ 254,391	98.2%	98.0%	Final connection scheduled for May.
9	WQ0907	M/SL	Route 13 Water Main	1,058,700	2,282,682	2,058,327	224,355	90.2%	-	1,899,872	1,645,516	86.6%	99.0%	Constr complete; retainage/change orders pending.
10			**Totals - FY09**	$ 1,649,610	$ 2,773,592	$ 2,599,507	$ 174,085	93.7%	$ -	$ 2,158,993	$ 1,899,907	88.0%		
11														
12			**FY2010**											
13	WW1001	M/SL	Inflow/Infiltration Removal	$ 1,800,000	$ 2,122,536	$ 1,761,684	$ 360,852	83.0%	$ 1,800,000	$ 766,201	$ 404,128	52.7%	100.0%	Complete
14	WW1007	M/SL	Fox Hall Pump Station	427,900	392,044	263,970	128,074	67.3%	-	360,687	213,757	59.3%	70.0%	Pump station delivered; installation underway.
15	WW1008	M/SL	Heatherfield F/M Rerouting	220,400	324,916	210,351	114,565	64.7%	-	237,506	161,656	68.1%	99.0%	Construction complete; closeout documents pending.
16	WW1010	I	Tar Ditch Interceptor Upgrade	518,230	518,230	28,014	490,216	5.4%	-	495,359	5,143	1.0%	Started	Easement request sent to residents
17			**Totals - FY10**	$ 2,966,530	$ 3,357,726	$ 2,264,019	$ 1,093,707	67.4%	$ 1,800,000	$ 1,859,753	$ 784,684	42.2%		
18														
19			**FY2011**											
20	WQ1103		WQI - Ross Street	-	71,840	-	71,840	0.0%	71,840	-	-	0.0%	---	Canceled
21	WW1101	M/SL	Inflow/Infiltration Removal	500,000	500,000	451,249	48,751	90.2%	-	457,601	408,849	89.3%	100.0%	Design and construction work complete; final bills pending.
22	WW1104	SL	Lepore Road P/S Replacement	52,000	402,000	73,386	328,614	18.3%	350,000	365,000	17,850	4.9%	Started	Out to bid, due May 22
23			**Totals - FY11**	$ 552,000	$ 973,840	$ 524,635	$ 449,205	53.9%	$ 421,840	$ 822,601	$ 426,699	51.9%		
24														
25			**FY2012**											
26	---		Vehicles & Equipment	$ 115,000	$ 115,000	$ 110,514	$ 4,486	96.1%	$ 115,000	$ 115,000	$ 110,514	96.1%	100.0%	All four vehicles received and processed by the end of January.
27	WD1201		Pay-As-You-Go Water Station	30,240	30,240	-	30,240	0.0%	30,240	30,240	-	0.0%	Started	Specs being developed
28	WD1202	R	Misc. Distribution Upgrades	60,000	60,000	39,772	20,228	66.3%	60,000	60,000	39,772	66.3%	25.0%	Misc. repairs or emergencies
29	WD1203	R	Wellhead Redevelopment Program	65,000	65,000	55,135	9,866	84.8%	65,000	65,000	55,135	84.8%	50.0%	Deep Well #1 and #9 complete; Well #10 rehab.
30	WD1204	R	Emergency Generators	80,000	80,000	-	80,000	0.0%	80,000	-	-	0.0%		Grant dependent
31	WQ1201		WQI - Wesley Campus	51,200	51,200	96,862.50	(45,663)	189.2%	51,200	106,200	96,863	91.2%	Started	Project to start April 9, 2012.
32	WQ1202		WQI - New Street	97,120	97,120	25,750.00	71,370	26.5%	97,120	113,960	25,750	22.6%	Started	Initial design complete; under staff review.
33	WQ1203		WQI - Silver Lake	279,840	279,840	188,998.01	90,842	67.5%	279,840	279,840	188,998	67.5%	40.0%	Rodney Road complete. Pennsylvania Avenue started. Madison and American Avenues pending.
34	WW1201	M/SL	Inflow/Infiltration Removal	1,000,000	1,000,000	52,113	947,887	5.2%	1,000,000	971,900	52,113	5.4%	Started	Design somplete. Bid package ready for April bid.
35	WW1202	R	SCADA Equipment Replacement	84,900	84,900	76,784	8,116	90.4%	84,900	84,900	76,784	90.4%	100.0%	Complete
36	WW1203	R	Misc. Sewer System Improve	37,000	37,000	50,015	(13,015)	135.2%	37,000	50,100	50,015	99.8%	50.0%	Misc. repairs or emergencies
37	WW1204	M	Wilmington College Pump Station	25,000	25,000	20,581	4,419	82.3%	25,000	25,000	20,581	82.3%	60.0%	**BALTRAY PS not WIL. UNIV.** Initial design complete; staff reviewing.
38	WW1205	M	Dover Brook Gardens P/S Replace	15,000	15,000	9,852.22	5,148	65.7%	15,000	15,000	9,852	65.7%	60.0%	Initial design complete; staff review.
39	WW1206	M	Brandywine Pump Station Replace	52,000	52,000	33,582.07	18,418	64.6%	52,000	52,000	33,582	64.6%	60.0%	Initial design complete; staff review.
40	WW1207	M	McKee Rd Pump Station Communator Replacement	10,000	10,000	7,431.25	2,569	74.3%	10,000	10,000	7,431	74.3%	60.0%	Initial design complete; staff review
41				$ 2,002,300	$ 2,002,300	$ 767,389.36	$ 1,234,911	0.0%	$ 2,002,300	$ 1,979,140	$ 767,389	38.8%		
42														
43			**Grand Totals**	$ 14,142,640	$ 15,385,020	$ 9,491,283	$ 5,893,737	61.7%	$ 4,224,140	$ 7,357,444	$ 4,180,047	56.8%		

Legend
M = Multi-year project - a project with a specific schedule to occur over multiple years.
R = Recurring project - a project that begins and ends each fiscal year and is re-budgeted to start over each fiscal year.
SL = State Loan Project - construction phase is financed
I = Impact Fee (partially) financed project

City of Dover
Electric Improvement & Extension Fund - Major CIP Projects
June 30, 2012 Preliminary

				TOTAL PROJECT - PAST, CURRENT & FUTURE BUDGETS					CURRENT FISCAL YEAR					
	Project Code	Type	Description	Original Project Budget	Latest Project Budget	Project To Date Expenses	Project Budget Balance	% Budget Spent	Current Fiscal Yr. Budget	Revised Fiscal Yr. Budget	Fiscal YTD Expenses	% Budget Spent	Status	Comments
1			**FY2011**											
2	EG1102	M	Units 1 & 2 Cooling Tower	372,400	199,140	134,538	64,602	67.6%	25,410	2,410	400	16.6%		Work deferred to 2012
3	EG1107	M	Units 1 & 2 Life Extension	802,000	409,000	313,468	95,532	76.6%	184,000	121,331	100,799	83.1%	In process	Work suspended, awaiting decision on units 1&2 operation
4	EG1112	M	Unit 3 Heat Expansion Joint	-	150,000	143,508	6,492	95.7%	70,000	82,807	76,315	92.2%	Complete	
5	EG1113		Units 1 & 2 Control Modifications	-	150,000	141,033	8,967	94.0%	-	25,700	16,732	65.1%	In process	Complete w/Spring outage
6	EG1114		Unit 3 Gas Line Modification	-	60,000	39,516	20,484	65.9%	-	20,207	15,723	77.8%	Complete	
7				$ 1,174,400	$ 968,140	$ 772,063	$ 196,077	79.7%	$ 279,410	$ 252,455	$ 209,970	83.2%		
8														
9			**FY2012**											
10	---		Vehicles & Equipment	$ 168,828	$ 168,828	$ 134,670	$ 34,158	79.8%	$ 168,778	$ 168,778	$ 134,670	79.8%		All vehicles received
11	EE1201		Substation PT & CT Replacement	267,715	267,715	228,728	38,987	85.4%	267,715	267,715	228,728	85.4%	In process	75% materials received
12	EE1202	R	Lighting Project & Rehabilitation	50,000	50,000	49,832	168	99.7%	50,000	50,000	49,832	99.7%	Complete	
13	EE1203	R	Equipment Replacement	40,000	40,000	10,525	29,475	26.3%	40,000	40,000	10,525	26.3%	In process	Equipment ordered
14	EE1204		Generator Replacement	50,000	50,000	30,961	19,039	61.9%	50,000	50,000	30,961	61.9%	Complete	
15	EE1205	M	Frazier Substation Upgrade	765,247	155,000	153,359	1,641	98.9%	155,000	155,000	153,359	98.9%	In process	Materials ordered
16	EE1206	R	Disb. Feeder Replacement	377,510	303,060	263,483	39,577	86.9%	377,510	303,060	263,483	86.9%	In process	On-going
17	EE1207	R	Disb. Capacitors & Controls	100,000	100,000	72,644	27,356	72.6%	100,000	100,000	72,644	72.6%	In process	Materials ordered
18	EE1208	R	Transmission Line Maintenance	75,000	75,000	75,002	(2)	100.0%	75,000	75,000	75,002	100.0%	Started	Materials ordered
19	EE1209		Scada Master Hardware Replacement	75,000	75,000	73,845	1,155	98.5%	75,000	75,000	73,845	98.5%	Started	Materials ordered
20	EE1210		Substation Battery	-	24,500	24,686	(186)	100.8%	24,500	24,500	24,686	100.8%	In process	60% materials received
21	EE1212	R	UG Transformers	70,536	91,461	90,218	1,243	98.6%	70,536	91,461	90,218	98.6%	In process	On-going
22	EE1212	R	UG Conductors	479,464	458,539	313,000	145,539	68.3%	479,464	458,539	313,000	68.3%	In process	On-going
23	EE1212	R	Meters	50,000	50,000	26,588	23,412	53.2%	50,000	50,000	26,588	53.2%	In process	On-going
24	EG1201		Unit 3 Boiler Air Heater	440,000	395,000	368,760	26,240	93.4%	440,000	395,000	368,760	93.4%	In process	Will complete Spring outage;
25	EG1202	M	Unit 3 Boiler Systems	390,000	121,000	82,652	38,348	68.3%	130,000	121,000	82,652	68.3%	In process	Will complete Spring outage;
26	EG1203		Unit 3 FD & ID Fan Control Damper Upgrade	92,000	81,000	71,134	9,866	87.8%	92,000	81,000	71,134	87.8%	In process	Will complete Spring outage;
27	EG1204		Unit 3 DCS Computers & Software Upgrades	85,000	85,000	62,188	22,812	73.2%	85,000	85,000	62,188	73.2%	In process	To be completed by 6/3012;
28	EG1205	R	Misc. Equipment Replacement	70,000	70,000	52,763	17,237	75.4%	70,000	70,000	52,763	75.4%	In process	On-going; 50% complete
29	EG1206		Demineralizer Control Replace @ McKee Run	65,000	10,000	9,364	636	93.6%	65,000	10,000	9,364	93.6%	In process	Bids in Feb; Complete by June
30	EG1207	M	Unit 11 Component Replacement @ Van Sant	50,000	50,000	46,476	3,524	93.0%	50,000	50,000	46,476	93.0%	In process	To be completed by 6/3012;
31	EG1208		Switchyard Blast Walls @ McKee Run	50,000	50,000	43,196	6,804	86.4%	50,000	50,000	43,196	86.4%	In process	To be completed by 6/3012;
32	EG1209	M	Building Preservation @ McKee Run	38,000	33,000	32,461	539	98.4%	38,000	33,000	32,461	98.4%	In process	Completion 6/12
33	EG1210	M	Unit 3 Cooling Water Line Life Extension	25,000	-	-	-	0.0%	25,000	-	-	0.0%		Defer to FY13
34	EG1211	M	Unit 3 Stack Repairs	25,000	25,000	10,417	14,583	41.7%	25,000	20,000	10,417	52.1%	In process	Completion 6/12
35	EG1212	M	Unit 3 Turbine Inspection	1,021,000	405,000	396,823	8,177	98.0%	348,000	405,000	396,823	98.0%	In process	Will complete Spring outage;
36	EG1213	M	Unit 3 Aux System Components	542,000	113,000	47,682	65,318	42.2%	113,000	53,000	47,682	90.0%	In process	Work complete, transferred funding to EG1212
	EG1214		Industrial WW Discharge System	-	272,000	20,581	251,419	7.6%	-	272,000	20,581	7.6%		
37	EU1201	R	Distribution Upgrades	500,000	495,000	456,838	38,162	92.3%	500,000	495,000	456,838	92.3%	In process	On-going
38	EU1201		Persimmon Tree Lane	55,000	55,000	31,506	23,494	57.3%	55,000	55,000	103,549	188.3%		
39				$ 5,962,300	$ 4,114,103	$ 3,248,875	$ 865,228	0.0%	$ 4,069,503	$ 4,104,053	$ 3,352,424	81.7%		
40														
41			**Grand Totals**	$ 7,136,700	$ 5,082,243	$ 4,020,938	$ 1,061,305	14.0%	$ 4,348,913	$ 4,356,508	$ 3,562,393	81.8%		

Legend
M = Multi-year project - a project with a specific schedule to occur over multiple years.
R = Recurring project - a project that begins and ends each fiscal year and is re-budgeted to start over each fiscal year.
B = Bonded Project
S = State fully or partially reimbursed project

ACTION FORM

PROCEEDING: City Council	**AGENDA ITEM NO.:**
DEPARTMENTS OF ORIGIN: City Manager	**DATE SUBMITTED**: 08-08-12
PREPARED BY: Scott D. Koenig, P.E., City Manager	
SUBJECT: Revision to Garrison Oak Technical Park Professional Services Contract	
REFERENCE: N/A	
RELATED PROJECT: Request for Proposals Number 10-0002ED Professional Engineering & Land Planning Services City of Dover "Garrison Oak Technical Park". N/A	
APPROVALS: City Manager, Controller	
EXHIBITS: N/A	
EXPENDITURE REQUIRED: $ 88,000.00	**AMOUNT AVAILABLE**: $ 88,000.00
FUNDING SOURCE (Dept./Page in CIP & Budget): Approximately $15,000 will be charged against a State Grant received for the development of the Garrison Farm, the remaining balance of the $88,000 will be charged against the infrastructure projects for the various Garrison Farm Improvements identified in the FY-2013 Draft Operating Budget and Capital Investments Plan.	
TIMETABLE: N/A	
RECOMMENDED ACTION: Authorize the City Manager to sign an engineering services contract amendment with Becker Morgan Group to complete the Subdivision Design and Construction Documents for the Garrison Oak Technical Park at a cost not to exceed $88,000 over the $289,500 previously authorized by City Council in 2009.	

BACKGROUND AND ANALYSIS

In 2009, the City of Dover's Economic Development Office solicited Requests for Proposals (RFP) for engineering services related to the future development of Garrison Oak Technical Park. Land Planning and Engineering Design of the subdivision have been ongoing since 2009. The construction documents, which include utility and infrastructure design, are approximately 70% complete. Now that the utility demands for the Garrison Energy Center (Calpine) have been determined we are able to complete the final design of the subdivision as well as the utility infrastructure. Based on the utility demands of the Garrison Energy Center, as well as some additional environmental considerations, some design changes are necessary.

In September 2009, City Council authorized $322,100 for the engineering services contract with Becker Morgan Group. Two of the original tasks were eliminated from the contract, reducing the contract value to $289,500. The current proposal would address the design changes necessitated by the utility design changes and environmental considerations stated above.

Below is a table that outlines each engineering task in terms of the original contract cost and the proposed amendments to be adopted by City Council:

Task	Fee	Additional Fee
Geotech & Stormwater	$ 10,500.00	$ 0.00
Phase Environ. Eval.	$ 5,000.00	$ 0.00
Hydrology Analysis	$ 10,000.00	$ 0.00
Budget Estimating	$ 8,000.00	$ 0.00
Wetland Permitting	$ 18,000.00	$ 10,000.00
Floodplain Var. / BOA	$ 10,000.00	$ 0.00
PLUS Meeting	$ 2,500.00	$ 0.00
Master Plan Concept	$ 60,000.00	$ 0.00
Const. Field Survey	$ 15,000.00	$ 0.00
Site Dev. Master Plan	$ 25,000.00	$ 0.00
Minor Subdivision Plat	$ 5,000.00	$ 0.00
Construction Docs.	$120,000.00	$ 65,000.00
Limited Survey (P.S.)	$ 0.00	$ 10,000.00
COD Drainage Eval.	$ 0.00	$ 3,000.00
Total	$ 289,500.00	$ 88,000.00

ACTION FORM

PROCEEDING: Council	**AGENDA ITEM NO.:**
DEPARTMENT OF ORIGIN: Electric	**DATE SUBMITTED**: 7-18-12
PREPARED BY: Steve Enss Engineering Manager & Operations Superintendent	
SUBJECT: Bid Evaluation – Quote by RFL Electronics Inc.	
REFERENCE: CIP – Distribution Capacitors and Controls	
RELATED PROJECT: N/A	
APPROVALS: City Manager, Controller/Treasurer	
EXHIBITS: Sole Vendor Information and Quote from RFL Electronics Inc.	
EXPENDITURE REQUIRED: $103,440	**AMOUNT BUDGETED**: $125,000
FUNDING SOURCE (Dept./Page in CIP & Budget): Electric -Electric Engineering, Distribution Capacitors and Controls, Account Number 487-8300-563-60-82, Project Number EE1309. Page 164 of the Draft FY 2013 Electric Engineering budget.	
TIME TABLE: Order will be placed following Council approval.	
RECOMMENDED ACTION: Staff recommends purchasing the RFL ACCESS Multiplexers from the sole vendor, RFL Electronics Inc., for an amount of $103,440. On site training installation & commissioning will be based on time and material not to exceed the total cost of $125,000.	

BACKGROUND AND ANALYSIS

The purpose of the Distribution Capacitor and Controls project is to ensure a high level of power quality and maintain near unity power factor throughout the electric system. The multiplexers provide communication from the electric substations to the System Operations Center at Electric Administration building, for increased monitoring capabilities and advanced metering. This increased ability to analyze system performance remotely will allow the department to more efficiently determine the proper locations for additional capacitor banks and switch capacitor banks on and off to ensure system power factor compliance.

The Multiplexers will replace vintage equipment that currently doesn't have the technology for the above described communication. Additionally, the existing equipment is no longer supported for repair or replacement.

The units to be replaced under this order are for the following substations: College Road, New College Road, McKee Run, Dover Downs, St Jones, Sun Park, Horsepond, Dover AFB, Lebanon, Danner Farm, Mid City, Mayfair, Parkland, North Street and Division Street.

Quotation

RFL Electronics Inc.

Date: May 7, 2012

Quote Number: **CQ-58522-3A**

353 Powerville Road
Boonton Twp., NJ 07005-9151
Phone: 973-334-3100
Fax: 973-334-3863
Email: mike.reinhold@rflelect.com

Customer: **City of Dover Electric**
860 Buttner Place
Dover , DE 19904

Attention: **Jeremy Johnson**
Email: jjohnson@dover.de.us
Phone: 302-736-7088
Fax: 302-736-7081

Reference: eXMux 3500
Replacement of IMUX 2000
Inquiry Number:
Inquiry Date: April 11, 2012

Item	Quantity	Model	Description	Unit Price	Extension
			EQUIPMENT FOR COLLEGE RD, NEW COLLEGE RD, McKEE RUN, DOVER DOWNS, ST JONES, SUN PARK, HORSEPOND, DOVER AFB, LEBANON, DANNER FARM, MID CITY, MAYFAIR, PARKLAND, NORTH ST, DIVISION ST		
1	15	3500 UET	RFL eXmux 3500 IP ACCESS Multiplexer supplied in a 3RU x 19" rack chassis with two (2) 1310NM Singlemode 40km 1000MB WAN ports, four (4) electrical 10/100MB RJ-45 LAN ports, four (4) serial server ports, T1/E1 port, service phone channel and redundant 110 VAC/38-150 VDC Ppower supplies *RFL PART NUMBER EXM-221HHLZZZZZZ*	$ 6,896	$ 103,440
			ON-SITE TRAINING, INSTALLATION & COMMISSIONING ASSISTANCE		
6	1 LOT	3500 UET	On-Site services will be billed as per quote note #4 on sheet #2		TBD

cc: P. Michael
Mid-Atlantic Power Equipment Sales, LLC

Continued on next page

Validity: **Quote valid until July 30, 2012**
Terms: Net 30 days
FOB: Boonton TWP, prepay and add
Delivery: 30 days after receipt of confirmed order

Mike Reinhold
Quoted By:

Any questions concerning this quotation, please contact Mike Reinhold at 973-334-310 EXT 239, mike.reinhold@rflelect.com
All quotations are subject to the terms and conditions listed and subject to acceptance by RFL.

ISO 9001 Registered Company
www.rflelect.com

RFL GARD 8000

UTC TELECOM 2007 UTC BEST TELECOM EQUIPMENT PRODUCT AWARDS

QUOTATION NOTES

Amendment "A" – Change site name from Frasier to McKee Run.

1. An electronic copy of the manual will be provided with each order.

2. RFL's warranty on the eXmux 3500 is thirty-six (36) months from date of delivery for replacement of any part which fails during normal operation or service. Should a part become defective, please call the Customer Service Department for a Return Material Authorization (RMA) number prior to return to the factory, shipping charges prepaid, for replacement F.O.B. Boonton Twp, New Jersey.

3. If an order is placed, Customer and Country of Ultimate Destination must be specified.

4. The cost of commissioning, field service and/or training (in-house or at customer's site) is US $187.50/hour for weekdays and US $250/hour (minimum charge is for 8 hours/day or US $1,600) for weekends and holidays. Travel time any day or any hour (portal-to-portal) is US $90/hour. Travel expenses will be billed at cost, plus 10% for administrative costs. Examples of applicable expenses include, but are not limited to, rental car expense, hotel, meals, airfare and car mileage, billed at US $.55/mile, if RFL supplies transportation. All air travel will be by coach accommodation.

5. Please note drawing requests after receipt of an order can affect delivery as follows:

   "Drawings for Reference" - Under these terms drawings will be submitted for general reference and minor corrections which only involve wiring changes. Modules may not be added or deleted. Delivery will not be delayed.

   "Drawings for Approval" - Under these terms drawings will be submitted for system content and wiring approval. Manufacturing will not proceed until approval drawings with comments are reviewed by RFL. In some cases re-submittal may be necessary. Our quoted delivery will be based on the received final approval drawings signed by the approval engineer. For example, our quoted delivery may be specified as "60 Days ARO". However, when approval drawings are required, the delivery then becomes "60 Days After Receipt of Approved Drawings".

   When placing an order, please indicate which of the above terms apply to your purchase order.

6. Our Sales Representative and/or Regional Sales Manager for your area is:

Mid-Atlantic Power Equipment Sales LLC
Mr. Jim Miller
1200 East High Street Suite 314
Pottstown, PA 19464
Tel: (484) 624-5709
Fax: (270) 596-1294
Email: jimm@midatlanticpowersales.com

Regional Sales Manager
Mr. Paul E. Michael
87 Mackay Drive
Tenafly, NJ 07670
Tel: (201) 387-8817
Fax: (201) 387-2772
Email: paul.michael@rflelect.com

Terms and Conditions

The following terms and conditions apply to any contract with RFL Electronics Inc. hereafter referred to as the Seller; such contract is expressly limited to these terms and conditions unless otherwise agreed to in writing by the Seller; verbal understanding expressed or implied between representatives of the Seller and Buyer shall not be binding on the Seller:

1. Quotations

All quotations are subject to change without notice until the Buyer's order is acknowledged and accepted by the Seller. Typographical and clerical errors are subject to correction.

2. Contract Modifications or Cancellations

a. Unless otherwise agreed to in writing, the contract will be on a fixed price basis and any audit of Seller's records by the Buyer will not be permitted. All prices are subject to change in respect of (i) duties, excise taxes or other charges hereafter imposed by any foreign governments, federal, state, or municipal authorities, and (ii) increases in cost of manufacture, processing, or sale resulting from operations of any federal, state or municipal law, foreign government regulation, or regulatory measure hereafter adopted.

b. Buyer may make changes in the work to be performed. If such changes cause an increase or decrease in the contract price or to the agreed delivery schedule, then an adjustment shall be made to the contract by the Seller and the Buyer's contract shall be amended.

c. Buyer may cancel the contract, however, Buyer will be subject to cancellation charges as determined by the Seller which shall include all expenses incurred both direct and indirect, plus Seller's customary profit on those expenses. In the event of cancellation, Seller's obligation will end with the termination and it will have no further obligation to the Buyer.

3. Terms of Payment and Delivery

a. Payment is due in US Dollars for each shipment, net 30 days from actual date of invoice unless otherwise agreed to in writing. If the Buyer fails to fulfill the terms of payment or if the financial responsibility of the buyer shall become impaired or unsatisfactory to the Seller, then the Seller reserves the right to change terms and conditions of payment and/or defer or discontinue further shipments, without prejudice to any other lawful remedy, until past due payments are made and satisfactory assurances of the Buyer's credit are received.

b. Delivery dates are approximate and based upon the prompt receipt of all necessary information from the Buyer. The Seller shall not be charged with any liability for failure or delay in performance when such failure or delay is due in whole or in part to any cause beyond its reasonable control. Such causes shall include, but not be limited to, acts of war, riots, and other civil disturbances, strikes or other labor disturbances, actions of subcontractors, government restrictions and regulations, acts of God, flood, fire and earthquakes. In the event of such excusable delay, neither party shall have claims against the other in connection with such delay, other than the right to have any pre-existing schedule amended in light of circumstances resulting from the events causing the excusable delay.

c. Risk of loss and responsibility of all products sold hereunder shall pass to Buyer upon Seller's delivery to carrier.

4. Warranties

a. THERE ARE NO WARRANTIES OTHER THAN THOSE CONTAINED IN THIS WRITTEN CONTRACT, AND ALL WARRANTIES OTHER THAN THOSE EXPRESSED IN THIS WRITTEN CONTRACT, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCULDED, UNLESS OTHERWISE AGREED TO IN WRITING.

b. Seller warrants to the Buyer that in the event the products delivered pursuant to this contract prove to be defective in either material or workmanship within twelve months of the delivery (unless other duration is agreed in writing). Seller shall, at its option, repair or replace such product. During said period, deficient product or part which fails during the normal operation or service of the product shall be returned by the Buyer to the Seller for repair or replacement at the sole discretion of the Seller, after Buyer first obtains a Return Material Authorization Number from the Seller. Buyer agrees to pay all costs incurred by the Seller in shipping repaired or replaced goods.
c. Seller will have no liability of any character arising out of improper use of the product, including but not limited to, unauthorized repair by the user or third parties, if it is altered in any way, or if the user fails to follow instructions regarding the use of the product.

d. Seller's liability for the breach of any warranty shall be limited to the repair or replacement of the defective product. Seller shall not be liable for any incidental or consequential damages suffered by the Buyer as a result of any breach of this contract, whether or not sounding in warranty, and, in any event, Seller's liability for any such breach of the contract or warranty shall not exceed the purchase price of the product giving the rise to the claim of breach. Seller and Buyer agree that if, for any reason, the limited remedy of repair or replacement is deemed by a court of competent jurisdiction to fail of its essential purpose, this limitation on the damages recoverable for breach shall nevertheless remain in full force and effect. In no event shall Seller be responsible for consequential or special damages.

e. Seller warrants that its products are delivered free of any rightful United States parent infringement claim of third parties; in no circumstances shall Seller's liability under this clause exceed the original sale price to the Buyer of the specific products infringing, or alleged to infringe, adverse patent rights.

5. Patents

The Buyer shall defend, protect and indemnify Seller against all claims, damages, fees or profits arising from claims or infringement of patents, designs, copyrights or trademarks with respect to (i) all goods manufactured either in whole or part to the Buyer's specification; or (ii) the use of any product or process of Seller in combination with any other product, device, equipment or process not supplied by the Seller; or (iii) the furnishing to Seller by Buyer of any information, data, service or application assistance.

6. Proprietary Rights

Charges for tooling, non-recurring engineering and software development do not convey ownership or the right to remove them from the Seller's possession.

7. Disclosure of Information

Any information, suggestions or ideas transmitted by Buyer to Seller in connection with performance hereunder are not to be regarded as secret or submitted in confidence except as may be otherwise provided in writing by a duly authorized representative of the Seller.

8. General

a. The parties acknowledge that the transaction that is the subject matter of this contract bears a reasonable relation to the laws of the State of New Jersey and agrees that the laws of the State of New Jersey will govern their rights and duties. The parties specifically intend that the provisions of the Uniform Commercial Code will control as to all aspects of this contract and its interpretation, and that the definitions contained therein will be applicable to this contract except where this contract may expressly provide otherwise. Any legal action or other proceeding based upon this contract shall be brought in or transferred to a court of competent jurisdiction in the State of New Jersey. The parties hereby consent and irrevocably submit to the jurisdiction of such court.

b. Seller's failure to insist upon strict compliance with any of these terms and conditions shall not be deemed a waiver of any right, and waiver of any right under any article shall not constitute a waiver of any other right or waiver or default under such article or any other article.

c. If any clause of this contract is held to be unconscionable by any court of competent jurisdiction, the clause in question shall be modified to eliminate the unconscionable element and as so modified the clause shall be binding on the parties. The remaining provisions of this contract shall not be affected by the modification of any unconscionable clause.

"Unconscionable" shall be deemed to mean that the enforcement of the entire contract of a specific clause of the contract will work oppression or cause consequences to one of the parties. Unconscionability shall be determined as of the time when the contract is made, but shall not be deemed established either by the fact that the contract subsequently proved disadvantageous to one of the parties or by the fact that one of the parties has bargaining power superior to that of the other.

April 26, 2012

CITY OF DOVER ELECTRIC
Mr. Jeremy Johnson
Interim Electric Director
860 Buttner Place
Dover, DE 19904

Subject: RFL eXmux 3500 material provide in RFL quotes CQ5822-1, -2, & -3.

Dear Mr. Johnson

Per your request for verification of sole source components for the eXmux 3500 TDM over IP Access multiplexer, parts, and services sold by RFL Electronics Inc. (RFL). Please be advised that RFL Electronics Inc. is the "Sole Source" provider of the eXmux 3500, parts, and services.

The product is manufactured at our facilities in Boonton TWP, NJ and is sold exclusively by RFL. The product is not sold through distribution channels or retail; the product can only be purchased directly from RFL.

Should you have any questions or require additional information regarding this matter please feel free to give me a call at 973-334-3100 x397 or via email at john.scholz@rflelect.com

Best regards,

John R. Scholz
VP Sales, Marketing, & Customer Service

Cc: Paul Michael
Mike Reinhold