Violation of Dangerous Building Ordinance 58 East Rustic Lane

Public Services Department

Dover, Delaware

June 13, 2011

EXHIBIT #1
Regular Council Meeting of 06/13/2011

58 East Rustic Lane
Case History

- Numerous violation cases since 2006
  - Junk and debris
  - Tall grass & weeds/overgrowth
  - Exterior violations
- Involuntarily registered as vacant in 2007
- Outstanding payments
  - Taxes

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

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






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Recommended Council Action

- Declare this building and all accessory buildings on the property dangerous.
- Order the property repaired or demolished by July 13, 2011.
- Order the Building Inspector to cause the repair or demolition of the structure if not completed by the owner within (10) days of the date set by Council.
- 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 43 East Division Street

Public Services Department

Dover, Delaware

June 13, 2011

EXHIBIT #2
Regular Council Meeting of 06/13/2011

43 East Division Street
Case History

- Numerous violation cases since 2006
  - Junk and debris
  - Tall grass & weeds/overgrowth
  - Exterior violations
- Involuntarily registered as vacant in 2007
- Outstanding Payments
  - Taxes
  - Code Enforcement Fines
  - Grass Cutting Charges
- Declared by Historic District Commission as being "Demolished by Neglect" on March 17, 2011

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

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










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Recommended Council Action

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- Order the Building Inspector to cause the repair or demolition of the structure if not completed by the owner within (10) days of the date set by Council.
- 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.

City of Dover
RECEIVED
MAY 16 2011
CITY MANAGER/MAYOR

STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
800 BAY ROAD
P.O. BOX 778
DOVER, DELAWARE 19903

CLEON L. CAULEY, SR.
ACTING SECRETARY

May 9, 2011

The Honorable Carleton E Carey, Sr.
City of Dover
P O Box 475
Dover DE 19903-0475

RE: Eden Hill Farm North Street Roundabout Construction

Dear Mayor Carey:

This is to serve as an Agreement (AGREEMENT) between the Delaware Department of Transportation (DelDOT) and the City of Dover for the above-referenced project.

This project, hereinafter referred to as the PROJECT, consists of the construction of the North Street Roundabout at Eden Hill Farm.

This is a City of Dover project, with DelDOT responsible for making sure that they comply with all applicable state rules.

I. In accordance with this AGREEMENT, the City of Dover shall:

A. Under an open-end agreement, administer the construction of the PROJECT, including but not limited to construction engineering, construction inspection, materials testing and certification in accordance with state requirements.

B. Apply for and obtain, prior to construction all permits required by state, and local authorities.

C. Coordinate with all utility companies within the project limits to determine conflicts with the proposed construction, required utility adjustments and relocations and obtain a relocation schedule. The approved relocation schedule will be included in the Special Provisions for the PROJECT. Reimbursable utility costs will be included in the PROJECT cost.

D. Complete the PROJECT within one (1) year of the date of this AGREEMENT.

DelDOT

E. Be responsible for the maintenance of the PROJECT upon completion.

II. In accordance with this AGREEMENT, DelDOT shall.

A. Reimburse the City of Dover with funding not to exceed FIVE HUNDRED THOUSAND DOLLARS ($500,000) for the construction of the PROJECT. DelDOT shall establish a project account in order to process payments for eligible costs associated with the PROJECT.

The epilogue language referenced below allows funds to be transferred to the City of Dover for the Eden Hill Farm:

The Delaware State Senate, 142nd General Assembly, Senate Bill No. 170, Section 78, Eden Hill Farm, *"The State acknowledges that the lands in the City of Dover known as the Eden Hill Farm, and adjacent undeveloped lands in the City of Dover and Kent County, (all collectively referred to herein as the "Farm") constitute an area of critical importance to the vitality of the State, Kent County, and the City of Dover. The State also acknowledges that this is a shared vision and responsibility of the State, its subdivisions and instrumentalities, and that is clearly in the public interest to maximize both the private and public employment, as well as the public educational, recreational, cultural, and economic development opportunities available at the Farm. The State, with and through the Department of Transportation (the "Department") and other departments of government, must work creatively and cooperatively with other public entities and private interests, including employers located at or near the Farm, to increase and expedite employment, economic development, transportation, cultural, and recreational opportunities.*

In furtherance of these recognized public interests and public purposes, and notwithstanding the provisions of any State or local law, ordinance or regulation to the contrary, the Department is hereby authorized and directed to take such actions and enter into such contracts, with public and private (whether for profit or not-for-profit) entities as it deems necessary and appropriate for the planning, design, acquisition, renovation, construction, or disposal of such assets as may be required to enhance the transportation, employment, economic development, education, historic and open space preservation, recreational, and cultural use and development of properties on or near the Farm. In pursuing these objectives, the Department shall pay special heed to the needs of all forms of transportation, by means including but not limited to automobiles, and shall insure that adequate facilities are designed and located at such points so as to maximize the use of transit, pedestrian, bicycle, and such other modes as may be appropriate for the area" "... the State specifically recognizes all such action, expenditures, agreements, projects, uses, and activities to be public purposes and public uses, in furtherance of the public interest.

B. Donate all DelDOT owned right-of-way necessary to construct the PROJECT as set forth in the plans and specifications for the PROJECT. This shall include temporary construction easements, permanent easements and other forms of acquisition as reflected on the right-of-way plans for this PROJECT. By signature of this AGREEMENT, the DelDOT grants permission to the City of Dover and the selected contractor the right to trespass on DelDOT's maintained or owned property in order to construct improvements as set forth in the plans and specifications for this PROJECT.

C Provide timely review and comment/approval of the PROJECT construction plans, specifications and estimates.

D Utilize the reimbursable funding provided for the PROJECT for the stated purpose only and not be redirected by for any other purpose.

III. Under this AGREEMENT, the following General Conditions shall apply to the parties.

A. Upon completion and acceptance of the PROJECT, the City of Dover will make a final accounting of project costs. DelDOT will require the City of Dover to provide an itemized spending report, which lists all costs incurred during all phases of the PROJECT development.

B. The City of Dover, shall cause to have its contractors indemnify and save harmless itself and DelDOT from and against all claims, demands and causes of actions of every kind and character arising in favor of the contractors' employees or third party on account of personal injuries or death or damages to property, which may arise out of the exercise of this AGREEMENT

Please indicate your concurrence with these provisions by signing on the appropriate line and return the five (5) signed originals to my attention. If you have any questions or concerns, please contact me at (302)760-2111.

Sincerely,

Michael R. Strange
Acting Director of Planning

APPROVED as to Form for DelDOT:

Frederick Schranck
Deputy Attorney General

5/10/11
Date

APPROVAL for the City of Dover:

Carleton E. Carey, Sr.
Mayor

Date

APPROVAL for DelDOT:

Cleon L. Cauley, Sr.
Acting Secretary

Date

ATTEST for DelDOT:

Martha Dobson
Director of Technology and Support Services

Date